

AGENDA
CITY COUNCIL STUDY SESSION
SEPTEMBER 27, 2021 – 6:45PM (TIME AND LOCATION CHANGE)
CITY OF FARMINGTON HILLS
FARMINGTON HILLS COMMUNITY CENTER – THE HAWK THEATRE
29995 W. TWELVE MILE ROAD, FARMINGTON HILLS, MI 48334
Telephone: 248-871-2410 Website: www.fhgov.com

1. Call Study Session to Order
2. Roll Call
3. Establishing an [Innovation, Energy and Environmental Sustainability Committee](#)
4. Adjourn Study Session

Respectfully submitted,

Pamela B. Smith, City Clerk

Reviewed by:

Gary Mekjian, City Manager

NOTE: Anyone planning to attend the meeting who has need of special assistance under the Americans with Disabilities Act (ADA) is asked to contact the City Clerk's Office at 248-871-2410 at least two (2) business days prior to the meeting, wherein necessary arrangements/accommodations will be made. Thank you.

STATE OF MICHIGAN
COUNTY OF OAKLAND
CITY OF FARMINGTON HILLS

RESOLUTION ESTABLISHING THE
FARMINGTON HILLS INNOVATION, ENERGY AND ENVIRONMENTAL
SUSTAINABILITY COMMITTEE

RESOLUTION NO. _____

At a regular meeting of the City Council of the City of Farmington Hills, County of Oakland, State of Michigan, held on September __, 2021, at 7:30 o'clock p.m., Eastern Daylight Savings Time, with those present and absent being,

PRESENT: _____
ABSENT: _____

the following preamble and resolution were offered by Councilperson _____ and supported by Councilperson _____:

WHEREAS, in 2008, the City of Farmington Hills established the Green Efforts Committee as a temporary committee to study issues pertaining to the environment and explore efforts the City may be able to undertake in order to help sustain and protect the environment;

WHEREAS, in 2011, City Council adopted an ordinance establishing the Commission for Energy and Environmental Sustainability ("CEES") as a standing committee based on the work, reporting, and recommendations of the Green Efforts Committee;

WHEREAS, in 2017, City Council completed an extensive review of all the standing boards and commissions throughout the City and decided that it would be best, at that time, to discontinue the CEES and have the Parks and Recreation Commission undertake its work;

WHEREAS, in 2021, City Council received an update on the status of the City's efforts and achievements toward environmental sustainability and decided that it would like to enhance its support for and build upon those efforts through the establishment of a temporary committee to explore such matters and to also include innovation in its work and undertake such other objectives as are set forth in this Resolution; and

WHEREAS, City Council wishes to extend an offer to the City of Farmington to participate in and establish this as a joint committee for the benefit of the entire Farmington Hills-Farmington community.

NOW, THEREFORE, BE IT IS HEREBY RESOLVED by the City Council of the City of Farmington Hills as follows:

- 1) The Innovation, Energy and Environmental Sustainability Committee ("IEESC") is hereby established. The IEESC is established for the purpose and with the objective of researching, studying, and reporting to City Council on the following:

- (a) The past efforts, undertakings, and achievements of the City — through the work of City Council, the City Administration, the CEES, and the Parks and Recreation Commission — with innovation, energy and environmental sustainability;
 - (b) Potential opportunities, resources, programs, projects, practices, educational efforts, and actions that will enhance, advance, and further develop innovation, energy and environmental sustainability within the community; and
 - (c) Possible sources of funding or financing and potential public-private partnerships and interlocal partnerships for innovation energy, and environmental sustainability.
- 2) On or before _____, 20__, the IEESC shall issue a report to City Council containing its findings and 2-3 attainable goals based on the above-stated purpose and objectives of the committee.
- 3) The IEESC shall consist of up to eleven (11) persons, including, to the extent possible, Farmington Hills residents, representatives of businesses located in the City of Farmington Hills, a member of the City's Broadband Task Force, a member of the City's Economic Development Corporation, a student who is engaged in high school or higher-level coursework, technical/subject matter experts, and up to ___ individuals from the City of Farmington. With the exception of the City of Farmington members, all persons on the IEESC shall be appointed by the Mayor of Farmington Hills, subject to approval by a majority vote of City Council. The Mayor of Farmington Hills is directed to communicate an offer to the Mayor of the City of Farmington for it to appoint individuals from the City of Farmington to participate on the IEESC as indicated above.
- 3) The IEESC shall, at its first meeting, choose a chairperson and secretary from among its members. The IEESC shall hold its first meeting promptly after at least _____ members have been appointed and approved, and shall meet regularly thereafter as necessary to complete its tasks within the time frame established under this resolution. The IEESC shall, with the assistance of the City Administration, keep a record of its meetings, information, findings, and determinations.
- 4) The provisions of City Code, Chapter 2, Article IV, Division 1 shall apply to the IEESC, except to the extent the City Code may conflict with the provisions of this Resolution and except for the following sections and subsections of said Code: 2-130(b), 2-131, 2-134, and 2-141.
- 5) The IEESC shall expire on _____, 20__, unless its term is extended by City Council, or if the IEESC includes members appointed by both City Councils then both City Councils must agree to extend the term.
- 6) Given the temporary duration, membership, nature, purposes, and objectives of this special committee, City Council hereby finds and declares that the IEESC does not fall into the category of a board or commission contemplated under or for purposes of Section of 3.12 of the City Charter.

AYES:
NAYES:
ABSENT:
ABSTENTIONS:

RESOLUTION DECLARED ADOPTED SEPTEMBER __, 2021.

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

I, the undersigned, the duly qualified and acting City Clerk of the City of Farmington Hills, County of Oakland, State of Michigan, do hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the City Council of the City of Farmington Hills at a regular meeting held on the _____ day of September, 2021, the original of which resolution is on file in my office.

IN WITNESS WHEREOF, I have hereunto set my official signature, this _____ day of September, 2021.

PAMELA B. SMITH, City Clerk
City of Farmington Hills

DRAFT

AGENDA
CITY COUNCIL MEETING
SEPTEMBER 27, 2021 – 7:30PM
CITY OF FARMINGTON HILLS
FARMINGTON HILLS COMMUNITY CENTER – THE HAWK THEATRE (LOCATION CHANGE)
29995 W. TWELVE MILE ROAD, FARMINGTON HILLS, MI 48334
Telephone: 248-871-2410 Website: www.fhgov.com
YouTube Channel: <https://www.youtube.com/user/FHChannel8>

REGULAR SESSION MEETING BEGINS AT 7:30P.M. IN THE THEATRE AT THE HAWK

STUDY SESSION (6:45 P.M. The Hawk Theatre – See Separate Agenda)

REGULAR SESSION MEETING

CALL REGULAR SESSION MEETING TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

1. Approval of Regular Session Meeting Agenda
2. Proclamation recognizing October 3 - 9, 2021 as [Fire Prevention Week](#)
3. Presentation of Police Department re-accreditation award

CORRESPONDENCE

CONSENT AGENDA - (See Items No. 8 – 13)

All items listed under Consent Agenda are considered routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items, unless a Council Member or citizen so requests, in which event the items may be removed from the Consent Agenda for consideration.

CONSENT AGENDA ITEMS FOR DISCUSSION

PUBLIC QUESTIONS AND COMMENTS

Limited to five (5) minutes for any item of City business not on the agenda.

COUNCIL MEMBERS COMMENTS AND ANNOUNCEMENTS

CITY MANAGER UPDATE

PUBLIC HEARING:

4. Public hearing and consideration of [Revised Cluster Site and Open Space Plan 60-10-2020](#) located at 38500 Nine Mile Road dated August 24, 2021.

UNFINISHED BUSINESS:

5. Consideration of approval of [Revised Planned Unit Development Plan 2, 2021](#) dated August 25, 2021 (Sarah Fisher Home) located at 27400 Twelve Mile Road.

NEW BUSINESS:

6. Consideration of approval of [Planned Unit Development 1, 2020](#) Agreement, Edward Rose Senior Assisted Living located at 29000 Eleven Mile Road.

7. Consideration of approval of the First Amendment to First Amended and Restated Consent Judgment for the vacant property located at 13 Mile Road and Inkster Road. [CMR 9-21-89](#)

CONSENT AGENDA:

8. Recommended approval of award of proposal for a 100' Mid-Mount Aerial Platform Fire Truck to Emergency Vehicles Plus representing Rosenbauer America in the amount of \$984,378. [CMR 9-21-90](#)
9. Recommended approval of purchase of kitchen equipment for the Senior Nutrition Center with Douglas Equipment in the amount of \$20,591.57, and with Pueblo Hotel Supply in the amount of \$17,177.50. [CMR 9-21-91](#)
10. Recommended approval of extension of bid award for concrete repair and replacement at The Hawk pickleball courts to Merlo Construction in the amount of \$18,935. [CMR 9-21-92](#)
11. Recommended approval of purchase of hot and cold serving stations for the Senior Nutrition Programs to Commercial Kitchen Equipment & Supplies Company in the amount of \$17,177.50. [CMR 9-21-93](#)
12. Recommended approval of the City Council [study session meeting minutes](#) of September 13, 2021.
13. Recommended approval of the City Council [regular session meeting minutes](#) of September 13, 2021.

ADDITIONS TO AGENDA

ADJOURNMENT

Respectfully submitted,

Pamela B. Smith, City Clerk

Reviewed by:

Gary Mekjian, City Manager

REQUESTS TO SPEAK: Anyone requesting to speak before Council on any agenda item other than an advertised public hearing issue must complete and turn in to the City Clerk a blue, Public Participation Registration Form (located in the wall rack by the south door entering the council chambers).

NOTE: Anyone planning to attend the meeting who has need of special assistance under the Americans with Disabilities Act (ADA) is asked to contact the City Clerk's Office at 248-871-2410 at least two (2) business days prior to the meeting, wherein necessary arrangements/ accommodations will be made.



PROCLAMATION
Fire Prevention Week
October 3 – 9, 2021
“Learn the Sounds of Fire Safety”

- WHEREAS,** fire is a serious public safety concern both locally and nationally, and the Farmington Hills Fire Department is committed to ensuring the safety and security of all those who live in our City or visit our community; and
- WHEREAS,** this year’s National Fire Protection Association (NFPA) campaign, “Learn the Sounds of Fire Safety,” educates the public about the sounds that smoke alarms and carbon monoxide alarms make, and teaches people to respond immediately and exit the home as quickly as possible; and
- WHEREAS,** the campaign addresses special considerations for the deaf and hard of hearing, and provides information about bed shakers and strobe light alarms; and
- WHEREAS,** according to the NFPA, over 40% of home fire deaths occur in homes with no smoke alarms and 16% occur where smoke alarms failed to operate due to missing or disconnected batteries, dead batteries, disconnected hardwired alarms, or other power issues; and
- WHEREAS,** the Fire Department reminds everyone to test the batteries in smoke and CO alarms monthly and to replace alarms that are more than 10 years old; and
- WHEREAS,** in 2020, the NFPA reported that in the years spanning 2014 – 2018, U.S. Fire Departments responded to an estimated average of 353,100 home structure fires per year, and these fires caused an annual average of 2,620 civilian deaths, 11,030 civilian fire injuries, and \$7.2 billion in direct property damage, also according to MI Prevention and the Michigan Fire Inspector Society, Michigan has recorded 84 fire deaths during 72 fires to this date in 2021; and
- WHEREAS,** Farmington Hills Firefighter/Paramedics are dedicated to reducing the occurrence of home fires and home fire deaths and injuries through fire prevention education and join with the NFPA in reminding everyone to respond immediately when a smoke or carbon monoxide alarm sounds.

NOW, THEREFORE, BE IT RESOLVED that I, Vicki Barnett, Mayor of the City of Farmington Hills, on behalf of the City Council, do hereby proclaim October 3 – 9, 2021 as **Fire Prevention Week** in the City of Farmington Hills, and urge all citizens to follow the 2021 Fire Prevention Week theme and “Learn the Sounds of Fire Safety.”

A handwritten signature in black ink that reads "Vicki Barnett".

Vicki Barnett, Mayor



Inter-Office Correspondence

DATE: September 22, 2021 (September 27, 2021 City Council meeting)

TO: Gary Mekjian, City Manager

FROM: Edward Gardiner, Director, Planning and
Community Development Department

SUBJECT: **Revised Cluster Site and Open Space Plan 60-10-2020**

The proponent, Pulte Homes of Michigan, for a proposed cluster option subdivision at the former Piemontese Social Club site located at 38500 Nine Mile Road has submitted **revised site and open space plans** for consideration by City Council at its September 27, 2021, meeting. A **zoning review report** for the revised plans has been provided by the City's Planning Consultant.

The plan was before City Council as a public hearing item at its May 24, 2021, meeting (**minutes**). At that meeting a motion to approve the plan failed 2-5.

The following revisions have been made to the plans presented to City Council in May:

1. One unit has been removed from the front portion of the site, south of the stub road, reducing the total number of units proposed from 26 to 25. This results in a reduction of the overall project density from 2.6 units per acre to 2.5 units per acre.
2. The amount of open space provided has been increased from 4.26 acres to 4.37 acres.
3. The design of the plan has been revised to "flip" the cul-de-sac road putting the less dense side of the project containing 9 units on the east side of the new road north of the stub road abutting the existing single-family subdivision.
4. The evergreen plantings along the eastern property line behind the homes abutting the existing subdivision are now shown to be staggered.
5. The spacing between all units along the eastern side of the development has been increased to meet the minimum spacing of 20 feet required in the RA-2 zoning district.
6. At its May 24, 2021, meeting, city council required that a fence be installed along the shared property line between the day care center and storm water detention

pond. The plans have been revised to include a four-foot black anodized chain link fence in this area. As a result of conversation with the abutting property owners in the subdivision to the east, Pulte has offered to install a six (6) foot vinyl privacy fence along the shared eastern property line of the resident requesting additional screening from the proposed development. The same fence is also proposed to be added along the entire length of the western property line abutting the Polo Club apartment complex. The fence is proposed to be in addition to the evergreen plantings shown in the plans. The proponent has submitted a **letter** detailing the communications with the residents regarding the fence and the proposed locations.

Council Action:

If the Council elects to approve Cluster Site and Open Space Plan 60-10-2020, the following motion is offered:

Resolve that Cluster Site and Open Space Plan 60-10-2020 dated August 24, 2021 be approved;

It is further resolved than an escrow deposit of \$136,792 be submitted to ensure completion of the open space plan, and;

It is further resolved that the City Attorney prepare a cluster agreement setting forth the conditions of approval for City Council consideration and approval, and;

It is further resolved that the City Attorney is directed to prepare and stipulate, on behalf of the City, to entry of an order vacating or dismissing the Consent Judgement in the case of Piemontese Social Club vs. City of Farmington Hills, Oakland County Circuit Court Case No. 75-129064, and Council's approval of this Cluster Site and Open Space Plan is subject to court approval and entry of such an order.

Public Notification:

The required **public hearing notice** was sent to all property owners within 300 feet of the PUD request, the Council of Homeowners' Associations (COHA), The Greater Farmington Area Chamber of Commerce, and has been advertised in the Farmington Press in compliance with all State and City requirements.

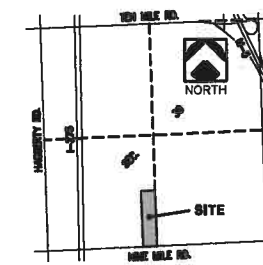
Attachments:

Revised Site and Open Space Plan 60-10-2020
August 16, 2021 Giffels Webster Report
May 24, 2021 City Council meeting minutes
September 22, 2021 letter regarding privacy fencing
Public Hearing Notice

PRELIMINARY SITE PLAN CHASEWOOD VILLAS

PROPOSED SINGLE FAMILY RESIDENTIAL CLUSTER DEVELOPMENT

SECTION 30, TOWN 1 NORTH, RANGE 9 EAST
CITY OF FARMINGTON HILLS, OAKLAND COUNTY, MICHIGAN



VICINITY MAP
SEC. 30, T.1N., R.9E.,
SCALE: 1"=2000'

THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE MANNER ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MAY BE OCCURRED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

811.

Know what's below.
Call before you dig.

CONSTRUCTION SITE SAFETY IS THE RESPONSIBILITY OF THE CONTRACTOR. NEITHER THE OWNER NOR THE ENGINEER SHALL BE EXPECTED TO ASSUME ANY RESPONSIBILITY FOR SAFETY OF THE WORK OF PERSONS ENGAGED IN THE WORK OF ANY NEARBY STRUCTURES OR OF ANY OTHER PERSONS.

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These documents are instruments of service in respect of the Project and any name without written authorization or completion by The Umlor Group (UG) for the specific purposes intended will be of no effect and shall not constitute an offer or agreement to UG and UG shall not be bound by any such name or signature. Any such name or signature shall be null and void and UG shall not be bound by any such name or signature. Any such name or signature shall be null and void and UG shall not be bound by any such name or signature.

The UMLOR Group

LAND DEVELOPMENT SERVICES

PART OF THE SW 1/4 OF SEC.30
T. 1 N., R. 9 E.
CITY OF FARMINGTON HILLS
OAKLAND COUNTY, MICHIGAN

DATE: 09/25/2020

REVISIONS
11/17/20 PER CITY
1/18/21 PER CITY
3/15/21 PER CITY
5/7/2021 PER CITY
8/11/2021 PER CITY

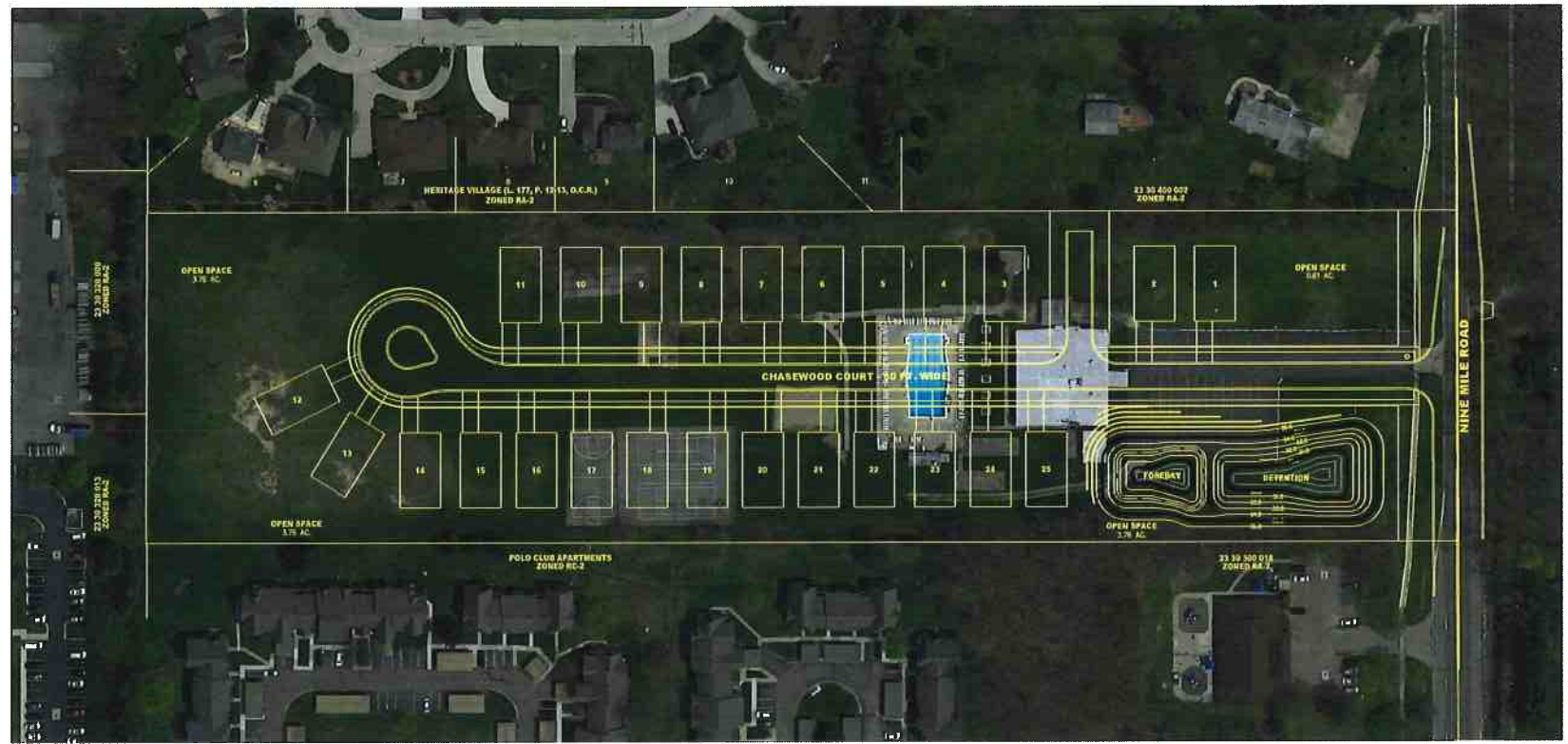
OWNER/DEVELOPER
PULTE HOMES OF MICHIGAN, LLC.
2800 LIVERNOIS RD., BLDG D
SUITE 320, TROY, MI 48063
PHONE: (248) 647-2750

ENGINEER/SURVEYOR
WES LEE O. UMLOR, P.E.
49287 WEST ROAD
WIXOM, MI 48393
PHONE: (248) 773-7656
FAX: (866) 890-4307
E-MAIL: WUMLOR@UMLORGROUP.COM
WEB: WWW.UMLORGROUP.COM

CLIENT: PULTE HOMES OF MICHIGAN
2800 LIVERNOIS ROAD, BLDG. D, SUITE 320
TROY, MICHIGAN, 48063

COVER SHEET

DR BY: _____
CHK BY: _____
SCALE: 0' = _____
AS NOTED
JOB NO. 200302
SHEET NO. 1
SHEET 1 OF 13



SITE MAP
SCALE: 1" = 80'

MUNICIPAL CONTACT INFORMATION

CITY OF FARMINGTON HILLS
31555 W. ELEVEN MILE ROAD
FARMINGTON HILLS, MI 48336

CITY MANAGER
DAVID BOYER
PHONE: (248) 871-2500

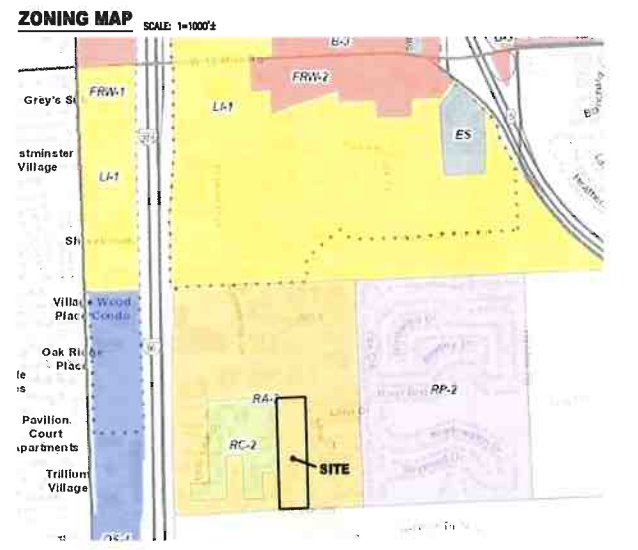
PUBLIC SERVICES DIRECTOR
KAREN WONDORA
PHONE: (248) 871-2530

BUILDING OFFICIAL
TAMMY MURRAY
PHONE: (248) 871-2461

PLANNING & COMMUNITY DEVELOPMENT DIRECTOR
EDWARD GARDINER
PHONE: (248) 871-2550

CITY ENGINEER
JAMES CUBERA
PHONE: (248) 871-2560

FIRE MARSHAL
JASON BALOGA
PHONE: (248) 871-2826



Zoning Districts	Color	Description
B-1 Local Business District	Light Blue	B-1 Local Business District
B-2 Community Business District	Blue	B-2 Community Business District
B-3 General Business District	Dark Blue	B-3 General Business District
B-4 Planned General Business District	Light Green	B-4 Planned General Business District
ES Expressway Service District	Yellow	ES Expressway Service District
FRW-1 Freeway Overlay District	Light Yellow	FRW-1 Freeway Overlay District
FRW-2 Freeway Overlay District	Yellow-Green	FRW-2 Freeway Overlay District
FRW-3 Freeway Overlay District	Green	FRW-3 Freeway Overlay District
GR-1 Grand River Overlay District	Light Green	GR-1 Grand River Overlay District
IRO Industrial Research Office District	Light Green	IRO Industrial Research Office District
LI-1 Light Industrial District	Green	LI-1 Light Industrial District
MH Mobile Home District	Light Blue	MH Mobile Home District
OS-1 Office Service District	Blue	OS-1 Office Service District
OS-2 Planned Office Service District	Dark Blue	OS-2 Planned Office Service District
OS-3 Special Office District	Light Blue	OS-3 Special Office District
OS-4 Office Research District	Blue	OS-4 Office Research District
P-1 Vehicular Parking District	Light Green	P-1 Vehicular Parking District
RA-1 One Family Residential District	Yellow	RA-1 One Family Residential District
RA-1A One Family Residential District	Light Yellow	RA-1A One Family Residential District
RA-1B One Family Residential District	Yellow-Green	RA-1B One Family Residential District
RA-2 One Family Residential District	Green	RA-2 One Family Residential District
RA-2B One Family Residential District	Light Green	RA-2B One Family Residential District
RA-3 One Family Residential District	Green	RA-3 One Family Residential District
RC-1 Multiple Family Residential	Light Green	RC-1 Multiple Family Residential
RC-2 Multiple Family Residential	Green	RC-2 Multiple Family Residential
RC-3 Multiple Family Residential	Dark Green	RC-3 Multiple Family Residential
RP-1 Planned Residential District	Light Green	RP-1 Planned Residential District
RP-2 Planned Residential District	Green	RP-2 Planned Residential District
SP-1 Special Purpose District	Light Green	SP-1 Special Purpose District
SP-2 Special Purpose District	Green	SP-2 Special Purpose District
SP-3 Special Purpose District	Dark Green	SP-3 Special Purpose District
SP-4 Special Purpose District	Light Green	SP-4 Special Purpose District
SP-5 Special Purpose District	Green	SP-5 Special Purpose District

SITE DATA

Parcel ID	23 30 300 019
Address	38500 Nine Mile Road
Current Zoning	RA-2
Gross Area	10.0 Acres
No. of Units	25

Property proposed to be developed under the One-Family Cluster Option per section 3.17.2.BII

Overall Density	ALLOWABLE	PROPOSED
	3.1 Units/Acre	2.5 Units/Acre

	PROPOSED
Minimum Lot Width	NA
Minimum Lot Area	NA
Minimum Average Lot Area	NA
Maximum Lot Coverage Per Unit	NA
Typical Building Envelope	41' x 75'

Building Setbacks	Minimum front yard	Minimum rear yard
	25 feet	35 feet

Minimum distance between buildings	Between Units 1-11	Between Units 14-15, 18-19, & 22-23 (Cluster Separation)	Between Units 12, 13, 14	Between Units 15, 16, 17, 18	Between Units 19, 20, 21, 22	Between Units 23, 24, 25
	20 feet	20 feet	15 feet	15 feet	15 feet	15 feet

Minimum distance between clusters	Between Units 14-15, 18-19 & 22-23
	20 feet

Percent Open Space	REQUIRED	PROPOSED
	15%	43.7%

Open Space Area	REQUIRED	PROPOSED
	1.50 acres	4.37 acres

DESCRIPTION

Part of the Southwest 1/4 of Section 30, Town 1 North, Range 9 East, City of Farmington Hills, Oakland County, Michigan, described as follows:

Beginning at the South 1/4 Corner of Section 30, Town 1 North, Range 9 East; thence South 86 degrees 57 minutes 23 seconds West, along the South line of Section 30 and the centerline of Nine Mile Road (width varies), 330.00 feet; thence North 02 degrees 54 minutes 54 seconds West 1321.69 feet; thence North 87 degrees 11 minutes 11 seconds East along the southerly boundary of "Farmington Freeway Industrial Park South (Liber 173 of Plats, Pages 39-41, Oakland County Records), 330.00 feet; thence South 02 degrees 54 minutes 54 seconds East, in part along the westerly boundary of "Heritage Village" (Liber 177 of Plats, Pages 12 & 13, Oakland County Records), 1320.38 feet to the Point of Beginning. Subject to the rights of the public over the southerly 33 feet thereof as occupied by Nine Mile Road. Contains 10.0078 acres.

REV
Cluster 60-10-2020
RECEIVED

AUG 24 2021
CITY OF FARMINGTON HILLS
PLANNING DEPT.



SITE BENCHMARKS

- 43082 HYDRANT ARROW LOCATED AT N.W. CORNER OF 9 MILE ROAD AND BAYWOOD DRIVE ELEV=843.75 (NAVD88)
- 45814 CATCH BASIN RM LOCATED APPROXIMATELY 91 FEET NORTH OF THE NORTH WEST PROPERTY CORNER ELEV=858.74 (NAVD88)



UMLOR GROUP PROJECT FARMINGTONVILLE HIGHWAY 30202 - FARMINGTON SWM CLUB - 38500 W. 9 MILE ROAD/SECTION FILES & PLAN SERVICES/AUTOCAD FILE/30202 - LAYOUT BASE.DWG

SITE DATA

Parcel ID	23 30 300 019	
Address	38500 Nine Mile Road	
Current Zoning	RA-2	
Gross Area	10.0 Acres	
No. of Units	25	
Property proposed to be developed under the One-Family Cluster Option per section 3.17.2.Bii		
Overall Density	ALLOWABLE 3.1 Units/Acre	PROPOSED 2.5 Units/Acre
Minimum Lot Width	NA	
Minimum Lot Area	NA	
Minimum Average Lot Area	NA	
Maximum Lot Coverage Per Unit	NA	
Typical Building Envelope	41' x 75'	
Building Setbacks		
Minimum front yard	25 feet	
Minimum rear yard	35 feet	
Minimum distance between buildings	20 feet	
Between Units 1-11	20 feet	
Between Units 14-15, 18-19, & 22-23 (Cluster Separation)	20 feet	
Between Units 12, 13, 14	15 feet	
Between Units 15, 16, 17, 18	15 feet	
Between Units 19, 20, 21, 22	15 feet	
Between Units 23, 24, 25	15 feet	
Minimum distance between clusters	20 feet	
Between Units 14-15, 18-19 & 22-23	20 feet	
Percent Open Space	REQUIRED 15%	PROPOSED 43.7%
Open Space Area	1.50 acres	4.37 acres

PRELIMINARY STORM DETENTION CALCULATIONS

PER CITY OF FARMINGTON HILLS DESIGN STANDARDS, DETENTION BASINS FOR SINGLE FAMILY DETACHED DEVELOPMENTS SHALL BE DESIGNED TO DETAIN IMPROVED STORM WATER VOLUME EQUIVALENT TO A DEPTH OF 1.65" OF WATER OVER THE ENTIRE SITE.

GROSS AREA OF SITE	=	10.00 ACRES
	=	435,532 S.F.
REQUIRED STORAGE VOLUME	=	435,532 * 1.65" / 12
	=	59,886 CU FT
AREA TRIBUTARY TO FOREBAY	=	9.40 ACRES
REQUIRED FOREBAY VOLUME	=	409,669 * 0.5" / 12 * .35
	=	5,974 CU FT

PRE-DEVELOPMENT 100 YEAR DISCHARGES

-TO REAR YARD OF LOT 6 HERITAGE VILLAGE	1.5 CFS
-TO RY STM MH LOT 8/9 HERITAGE VILLAGE	5.82 CFS
-TO ELY ADJACENT RESIDENTIAL PARCEL (H38300 NINE MI.)	0.55 CFS
-TO WLY ADJACENT DAY CARE PARCEL	1.24 CFS
-TO NINE MILE ROAD	6.14 CFS
ALLOWABLE POND DISCHARGE = 0.2 CFS/AC.	2.00 CFS

FOREBAY				
Contour	Area	Ht.	Inc. Vol.	Total Vol.
830	1,445		0	0
831	2,516	1	1,981	1,981
832	3,706	1	3,111	5,092
832.25	4,081	0.25	973	6,065
833	5,085	0.75	3,437	9,502

PERMANENT WATER

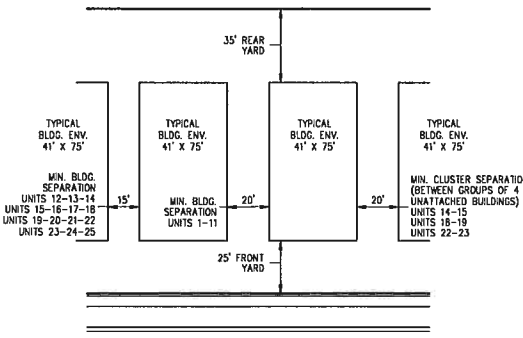
BASIN				
Contour	Area	Ht.	Inc. Vol.	Total Vol.
830	3,911		0	9,502
831	5,816	1	4,864	14,366
832	7,810	1	6,813	21,179
833	9,985	1	8,898	30,076
833	15,734	0	0	30,076
834	19,245	1	17,490	47,566
835	22,881	1	21,063	68,629
836	27,115	1	24,998	93,627

PERMANENT WATER

101.52% REQUIRED FB VOL.

114.6% HIGH WATER

156.3% FREEBOARD



TYPICAL UNIT & CLUSTER SEPARATION DETAIL
SCALE: 1" = 40'

DESCRIPTION

Part of the Southwest 1/4 of Section 30, Town 1 North, Range 9 East, City of Farmington Hills, Oakland County, Michigan, described as follows:
Beginning at the South 1/4 Corner of Section 30, Town 1 North, Range 9 East; thence South 88 degrees 57 minutes 23 seconds West, along the South line of Section 30 and the centerline of Nine Mile Road (width varies), 330.00 feet; thence North 02 degrees 54 minutes 54 seconds West 1321.69 feet; thence North 87 degrees 11 minutes 11 seconds East along the southerly boundary of Farmington Freeway Industrial Park South (Liber 173 of Plats, Pages 39-41, Oakland County Records), 330.00 feet; thence South 02 degrees 54 minutes 54 seconds East, in part along the westerly boundary of "Heritage Village" (Liber 177 of Plats, Pages 12 & 13, Oakland County Records), 1320.38 feet to the Point of Beginning. Subject to the rights of the public over the southerly 33 feet thereof as occupied by Nine Mile Road. Contains 10.0078 acres.

NOTES:

- ALL BASEMENTS SHALL BE PROVIDED WITH SANITARY SEWER SERVICE CAPABLE OF DRAINING BY GRAVITY.
- SUMP PUMPS SHALL DISCHARGE TO STORM LEADS OUT OF PROPOSED MANHOLES.
- FIRE SUPPRESSION SYSTEMS SHALL BE PROVIDED FOR ALL UNITS.
- "NO PARKING" SIGNAGE WILL BE POSTED IN CUL-DE-SAC.



VICINITY MAP
SEC. 30, T.1N., R.9E.,
SCALE: 1"=2000'



THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE MANNER ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK AND SHALL BE FULLY RESPONSIBLE FOR ANY DAMAGE WHICH MAY OCCUR TO ANY EXISTING UTILITIES LOCATED AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

811

Know what's below.
Call before you dig.

CONSTRUCTION SITE SAFETY IS THE RESPONSIBILITY OF THE CONTRACTOR. NEITHER THE OWNER NOR THE ENGINEER SHALL BE EXPECTED TO ASSUME ANY RESPONSIBILITY FOR SAFETY OF THE WORK OR PERSONS ENGAGED IN THE WORK, OF ANY NEARBY STRUCTURES OR OF ANY OTHER PERSONS.

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The UMLOR Group
LAND DEVELOPMENT SERVICES

PART OF THE SW 1/4 OF SEC.30
T. 1 N., R. 9 E.
CITY OF FARMINGTON HILLS
OAKLAND COUNTY, MICHIGAN

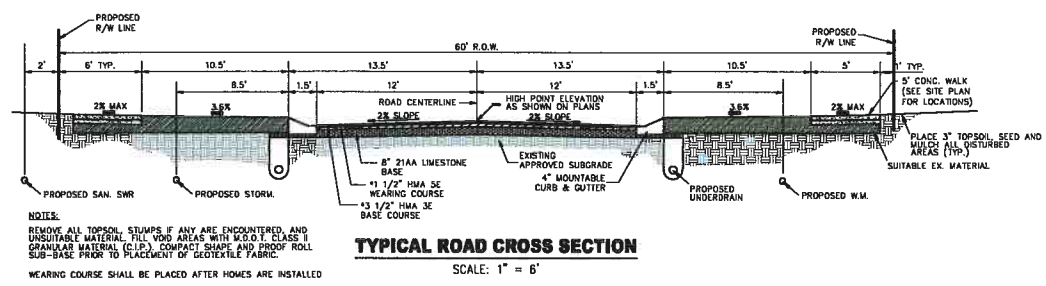
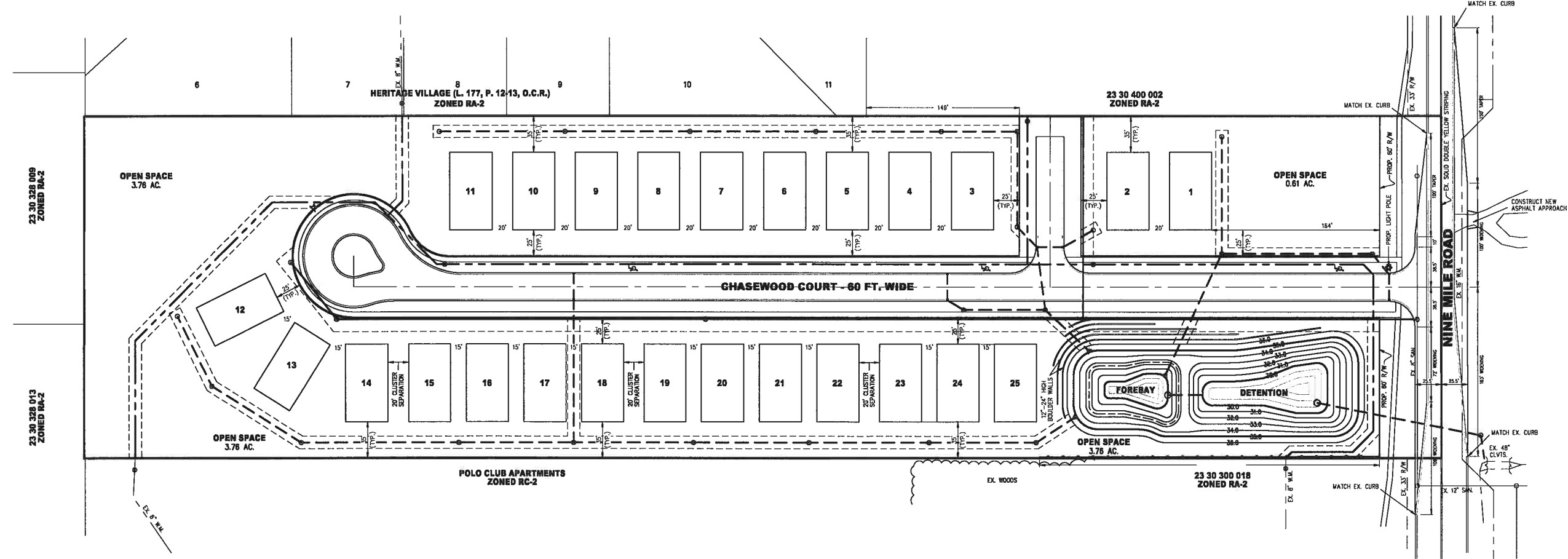
DATE: 08/25/2020

REVISIONS
11/17/20 PER CITY
1/18/21 PER CITY
3/15/21 PER CITY
5/7/2021 PER CITY
8/11/2021 PER CITY

CHASEWOOD VILLAS
PULTE HOMES OF MICHIGAN
2800 UVERENS ROAD, BLDG D, SUITE 320
TROY, MICHIGAN, 48063

SITE PLAN

DR BY:
SK BY:
SCALE: 1" = 50 FEET
JOB NO. 200302
SHEET NO. 2
SHEET 2 OF 13



TYPICAL ROAD CROSS SECTION
SCALE: 1" = 6'

LEGEND

SYMBOL	DESCRIPTION
---	PR. STORM SEWER
---	PR. SANITARY SEWER
---	PR. WATER MAIN
---	PR. CONTOURS
---	PR. LIMITS DISTURBANCE
○	PR. WATER VALVE
○	PR. HYDRANT
○	PR. STORM STRUCTURE
○	PR. SANITARY STRUCTURE

SITE BENCHMARKS

- #3082 HYDRANT ARROW LOCATED AT N.W. CORNER OF 9 MILE ROAD AND BAYWOOD DRIVE ELEV=843.75 (NAVD83)
- #5914 CATCH BASIN RIM LOCATED APPROXIMATELY 81 FEET NORTH OF THE NORTH WEST PROPERTY CORNER ELEV=858.74 (NAVD83)



UMLOR GROUP PROJECT FOLDER/VILLAS_HOMES/PROJ026 - FARMINGTON SWM CLUB - 38500 N. 9 MILE RD/SECTION FILES & PLAN SETS/BASE AUTOCAD FILES/PROJ026 - LAYOUT BASE/SWM



THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND ACCEPTS TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCURRED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.



Know what's below.
Call before you dig.

CONSTRUCTION SITE SAFETY IS THE RESPONSIBILITY OF THE CONTRACTOR. THE OWNER SHALL BE EXPECTED TO NOTIFY ANY RESPONSIBILITY FOR SAFETY OF THE WORK, OF PERSONS IN THE NEARBY OF ANY NEARBY STRUCTURES, OR OF ANY OTHER PERSONS.

CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES.

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The UMLOR Group
LAND DEVELOPMENT SERVICES

PART OF THE SW 1/4 OF SEC. 30
T. 1 N., R. 9 E.
CITY OF FARMINGTON HILLS
OAKLAND COUNTY, MICHIGAN

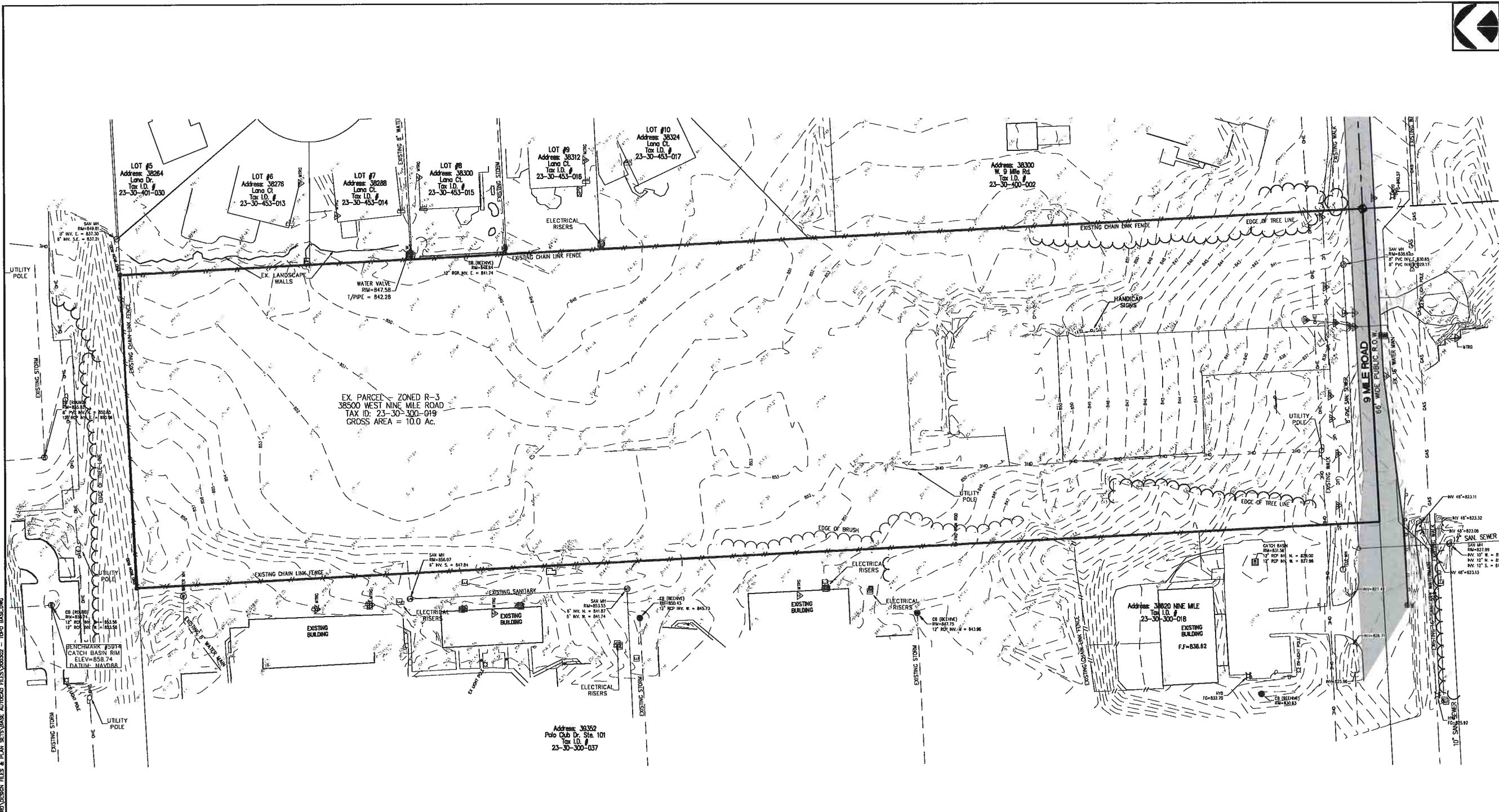
DATE: 09/25/2020

REVISIONS
11/17/20 PER CITY
1/18/21 PER CITY
3/15/21 PER CITY
5/7/2021 PER CITY
8/11/2021 PER CITY

CHASEWOOD VILLAS
PULTE HOMES OF MICHIGAN
2800 LIVERNOIS ROAD, BLDG D, SUITE 300
TROY, MICHIGAN, 48063

EXISTING CONDITIONS

DR BY: MD
CK BY: SA
P.M.
SCALE 0 25 50
1" = 50 FEET
JOB NO. 200302
SHEET NO. 3
SHEET 3 OF 13

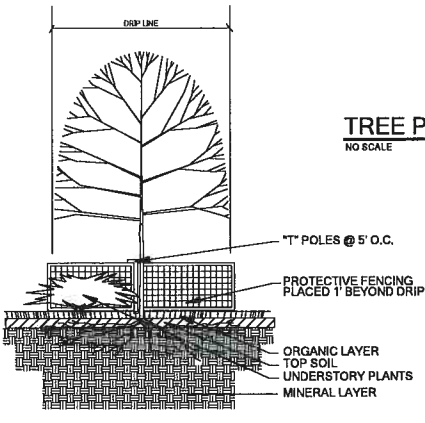
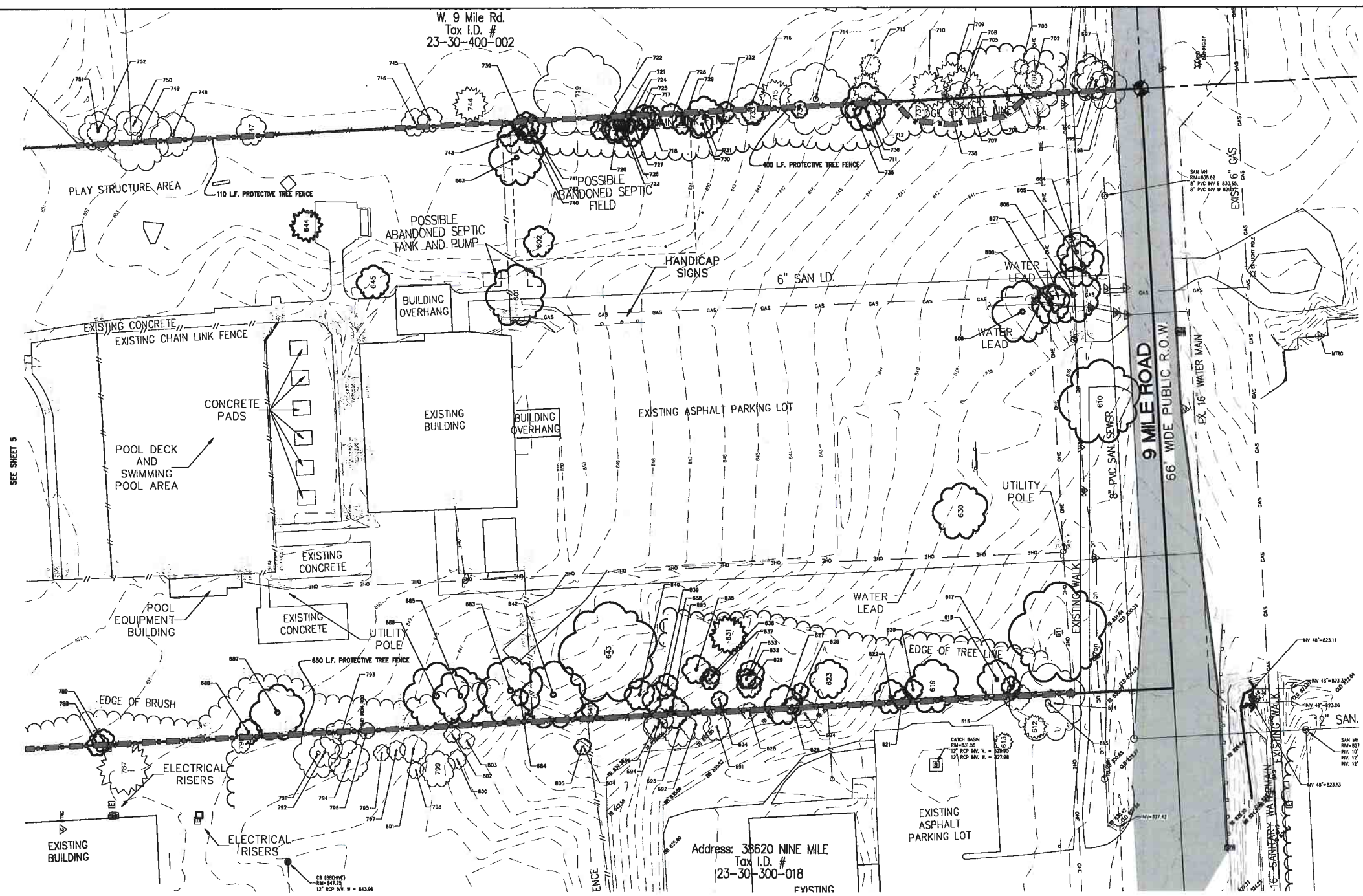


LEGEND	
SYMBOL	DESCRIPTION
(Symbol)	EX. SPOT ELEVATION
(Symbol)	EX. CONTOUR
(Symbol)	EX. BITCH
(Symbol)	EX. GRAVEL
(Symbol)	EX. WATER MAIN
(Symbol)	EX. WATER VALVE
(Symbol)	EX. HYDRANT
(Symbol)	EX. STORM SEWER
(Symbol)	EX. STORM INLET/CATCH BASIN
(Symbol)	EX. ROUND STORM CATCH BASIN
(Symbol)	EX. STORM MANHOLE
(Symbol)	EX. STORM END SECTION
(Symbol)	EX. SANITARY SEWER
(Symbol)	EX. SANITARY MANHOLE
(Symbol)	EX. CLEAN OUT
(Symbol)	EX. UNDERGROUND GAS
(Symbol)	EX. GAS VALVE
(Symbol)	EX. GAS METER
(Symbol)	EX. UNDERGROUND TELEPHONE
(Symbol)	EX. TELEPHONE MANHOLE
(Symbol)	EX. TELEPHONE RISER
(Symbol)	EX. TELEPHONE HANDHOLE
(Symbol)	EX. UNDERGROUND ELECTRIC
(Symbol)	EX. ELECTRIC MANHOLE
(Symbol)	EX. ELECTRIC RISER
(Symbol)	EX. ELECTRIC HANDHOLE
(Symbol)	EX. ELECTRIC TRANSFORMER
(Symbol)	EX. GENERATOR
(Symbol)	EX. WATER MARKER
(Symbol)	EX. GAS MARKER
(Symbol)	EX. OVERHEAD CABLE
(Symbol)	EX. OVERHEAD FIBER
(Symbol)	EX. OVERHEAD ELECTRIC
(Symbol)	EX. UNDERGROUND CABLE
(Symbol)	EX. COMMUNICATION RISER
(Symbol)	EX. COMMUNICATION HANDHOLE
(Symbol)	EX. UTILITY POLE
(Symbol)	EX. GUY ANCHOR
(Symbol)	EX. LIGHT POLE
(Symbol)	EX. GROUND LIGHT
(Symbol)	EX. SINGLE POLE SIGN
(Symbol)	EX. MAILBOX
(Symbol)	EX. UNKNOWN MANHOLE
(Symbol)	EX. SECTION LINE
(Symbol)	EX. PARCELS
(Symbol)	EX. EASEMENT
(Symbol)	EX. CENTERLINE
(Symbol)	EX. WETLAND LIMITS
(Symbol)	EX. CURB/PAVEMENT
(Symbol)	EX. FENCE
(Symbol)	SECTION CORNER POST
(Symbol)	BOLLARD
(Symbol)	RECORDED BEARING
(Symbol)	MEASURED BEARING
(Symbol)	EX. TREE
(Symbol)	DEMO TREE
(Symbol)	EX. MEDIA MARKER
(Symbol)	EX. CONM. MARKER
(Symbol)	EX. TELE. MARKER
(Symbol)	EX. FIBER MARKER

SITE BENCHMARKS
1. #3082 HYDRANT ARROW LOCATED AT N.W. CORNER OF 9 MILE ROAD AND BAYWOOD DRIVE ELEV=843.75 (NAV088)
2. #5914 CATCH BASIN RM LOCATED APPROXIMATELY 91 FEET NORTH OF THE NORTH WEST PROPERTY CORNER ELEV=858.74 (NAV088)

M. UMLOR GROUP PROJECT TOULOUSE/PULTE HOMES/200302 - FARMINGTON SWM CLUB - 38500 W. 9 MILE RD./DESIGN FILES & PLAN SETS/DATABASE AUTOCAD FILES/200302 - TOPO BASE/DESIGN

M. UMLOR GROUP PROJECT: FARMINGTON SWIM CLUB - 38620 W. 9 MILE RD. DESIGN FILES & PLAN SETS BASE AUTOCAD FILES SWIM CLUB - TREE SURVEY - 200302.DWG



TREE PROTECTION DETAIL
NO SCALE

1. Either Plastic or Wood Orange Snow Fencing Shall be Installed at or Beyond the Drip Line, Unless Other Substantial Fencing is Required.
2. Stakes Shall be Installed 1' From the Drip Line at 5' Intervals.
3. Fencing Shall not be Installed Closer to the Tree than the Drip Line of These Trees to be Saved.
4. Special Circumstances Shall be Reviewed by the City.
5. Fencing Shall be Erected Prior to Construction. The City Shall be Notified Once the Fencing is Installed for Inspection.
6. Under no Circumstances Shall the Protective Fencing be Removed Without a Written Approval from the City.
7. No Person Shall Conduct any Activity Within Areas Proposed to Remain. This Shall Include, but not be Limited to:
 - a. No Soiling or Chemicals Within Protected Areas.
 - b. No Building Materials or Construction Equipment Within Protected Areas.
 - c. No Creation of Tracks, Including Fire Within Protected Areas.
 - d. No Removal of Vegetation from the Ground Up Without Permission from the Proper Reviewing Authority, Including the Woodlands Steward Board.
 - e. Any Required Stakes Needs to be Directed Around the Protected Areas. Instances Where Stakes are Approved Through a Protected Area, the Stakes Need to be HAND DUG. Machinery of Any Kind is Prohibited.
 - f. Regulated Woodland or Regulated Trees Adjacent to the Property are Also Required to be Protected Whether or not they are Shown on the Plan.

SYMBOL		DESCRIPTION		SYMBOL		DESCRIPTION	
	EX. SPOT ELEVATION		EX. TELEPHONE MANHOLE		EX. LIGHT POLE		EX. SECTION LINE
	EX. CONTOUR		EX. TELEPHONE RISER		EX. GROUND LIGHT		EX. PARCELS
	EX. DITCH		EX. TELEPHONE HANDHOLE		EX. SINGLE POLE SIGN		EX. EASEMENT
	EX. GRAVEL		EX. UNDERGROUND ELECTRIC		EX. MAILBOX		EX. CENTERLINE
	EX. WATER MAIN		EX. ELECTRIC MANHOLE		EX. UNKNOWN MANHOLE		EX. WETLAND LIMITS
	EX. WATER VALVE		EX. ELECTRIC RISER		EX. FENCE		EX. CURBS/PAVEMENT
	EX. HYDRANT		EX. ELECTRIC HANDHOLE		SECTION CORNER POST		BULLARD
	EX. STORM SEWER		EX. ELECTRIC TRANSFORMER		RECORDED BEARING		MEASURED BEARING
	EX. STORM INLET/CATCH BASIN		EX. GENERATOR		EX. TREE		DEMO TREE
	EX. STORM MANHOLE		EX. WATER MARKER				
	EX. STORM END SECTION		EX. GAS MARKER				
	EX. SANITARY MANHOLE		EX. OVERHEAD CABLE				
	EX. CLEAN OUT		EX. OVERHEAD ELECTRIC				
	EX. UNDERGROUND GAS		EX. UNDERGROUND CABLE				
	EX. GAS VALVE		EX. COMMUNICATION RISER				
	EX. GAS METER		EX. COMMUNICATION HANDHOLE				
	EX. UNDERGROUND TELEPHONE		EX. UTILITY POLE				
	EX. MEDIA MARKER		EX. GUY ANCHOR				
	EX. CDMV MARKER		EX. TELE. MARKER				
			EX. FIBER MARKER				

Matthew W. Dornan

MATTHEW W. DORNAN
ISA CERTIFIED ARBORIST
#4463A



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The UMLOR Group
LAND DEVELOPMENT SERVICES

PART OF THE SW 1/4 OF SEC. 30
T. 1 N., R. 9 E.
CITY OF FARMINGTON HILLS
OAKLAND COUNTY, MICHIGAN

DATE: 09/25/2020

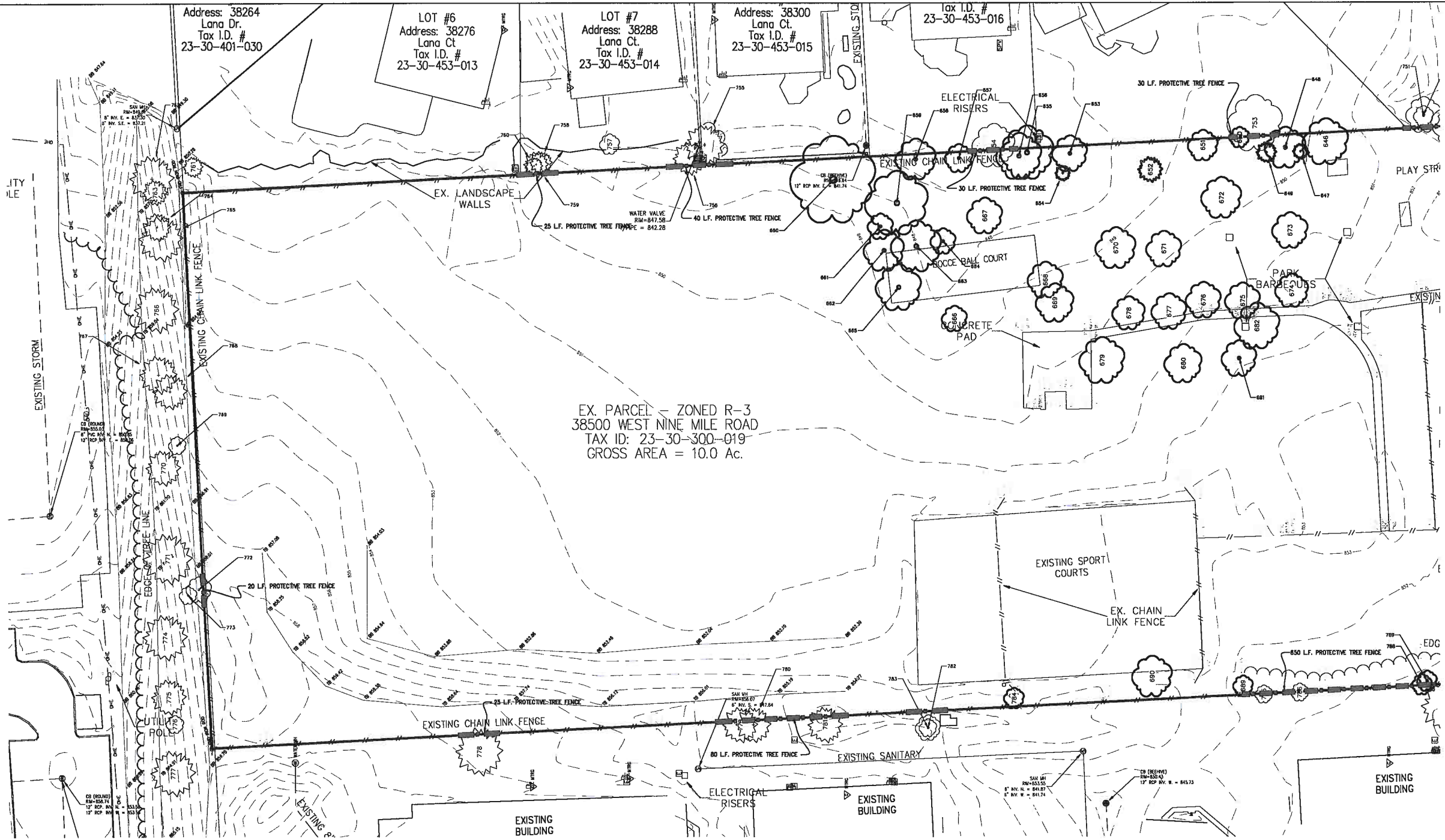
REVISIONS
11/17/20 PER CITY
1/18/21 PER CITY
3/15/21 PER CITY
5/7/2021 PER CITY
8/11/2021 PER CITY

CHASEWOOD VILLAS
PULTE HOMES OF MICHIGAN
2860 LIVINGS ROAD, BLDG. D, SUITE 330
TROY, MICHIGAN, 48063

TREE SURVEY - SOUTH

DR BY: [Signature]
CK BY: [Signature]
SCALE: 1" = 30 FEET
JOB NO. 200302
SHEET NO. 4
SHEET 4 OF 13

H:\UMLOR GROUP PROJECT FILES\CHASEWOOD VILLAS - FARMINGTON SHM CLUB - 38500 W. 9 MILE ROAD\DESIGN FILES & PLAN SETS\BASE AUTOCAD FILES\SHM CLUB - TREE SURVEY - 200302.DWG



EX. PARCEL - ZONED R-3
38500 WEST NINE MILE ROAD
TAX ID: 23-30-300-019
GROSS AREA = 10.0 Ac.



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The UMLOR Group
LAND DEVELOPMENT SERVICES

PART OF THE SW 1/4 OF SEC. 30
T. 1 N., R. 9 E.
CITY OF FARMINGTON HILLS
OAKLAND COUNTY, MICHIGAN

DATE: 09/25/2020

REVISIONS
11/17/20 PER CITY
1/18/21 PER CITY
3/15/21 PER CITY
5/7/2021 PER CITY
8/11/2021 PER CITY

CHASEWOOD VILLAS
PULTE HOMES OF MICHIGAN
2800 LIVERMOR ROAD, BLDG. D, SUITE 300
TROY, MICHIGAN, 48063

TREE SURVEY - NORTH

Matthew W. Dornan

MATTHEW W. DORNAN
ISA CERTIFIED ARBORIST
18-4463A

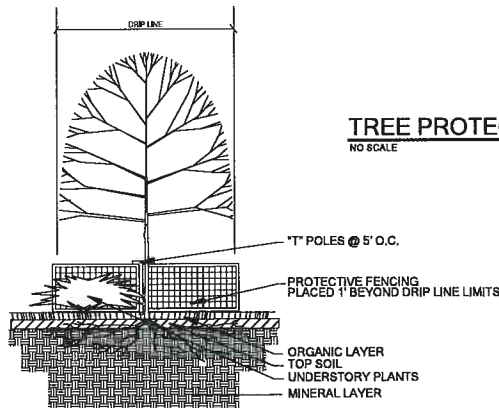
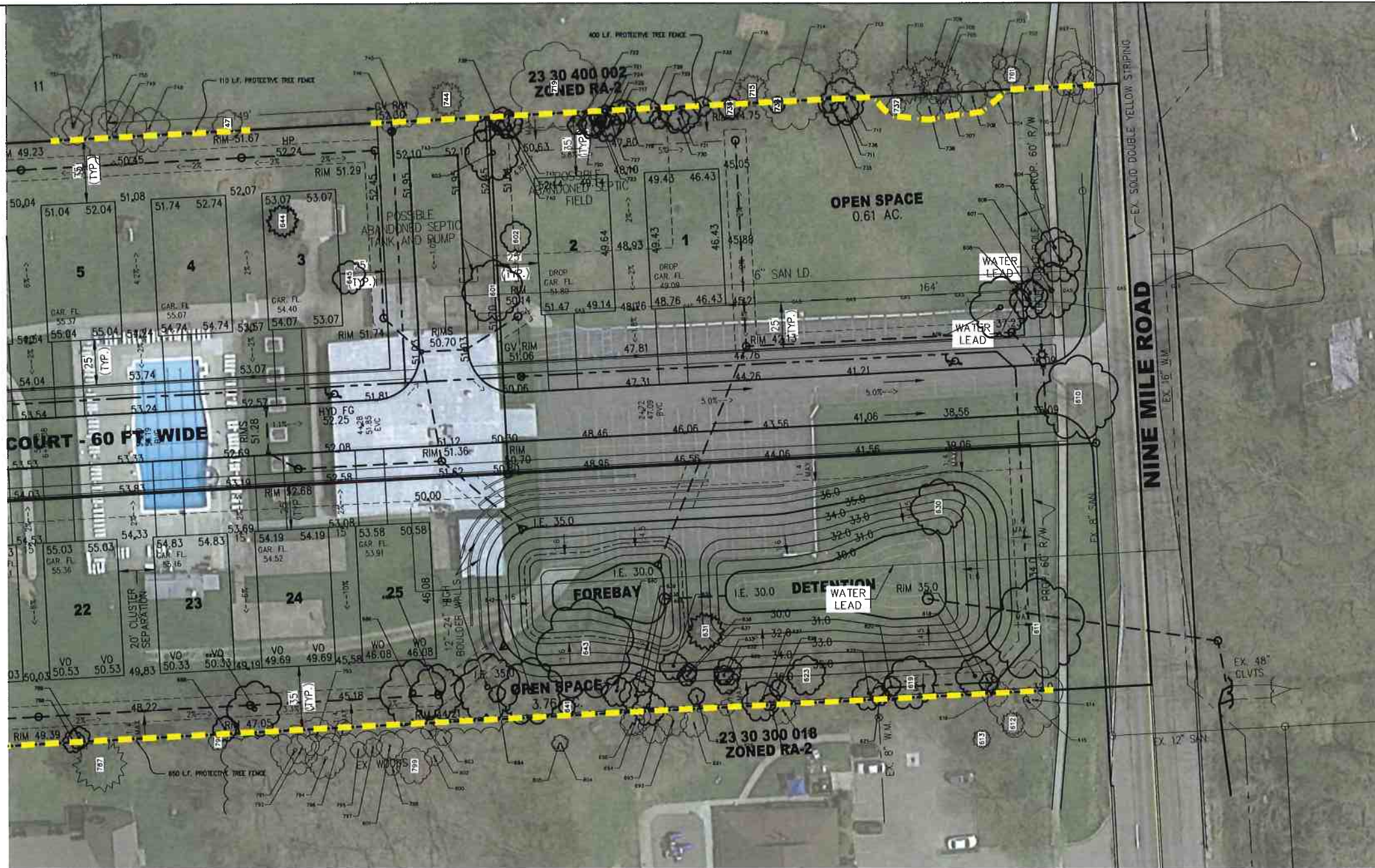


LEGEND			
SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION
(E)	EX. SPOT ELEVATION	(TM)	EX. TELEPHONE MANHOLE
(C)	EX. CONTOUR	(TR)	EX. TELEPHONE RISER
(D)	EX. DITCH	(TH)	EX. TELEPHONE HANDHOLE
(W)	EX. WATER MAIN	(UE)	EX. UNDERGROUND ELECTRIC
(V)	EX. WATER VALVE	(ER)	EX. ELECTRIC MANHOLE
(H)	EX. HYDRANT	(ER)	EX. ELECTRIC RISER
(SS)	EX. STORM SEWER	(EH)	EX. ELECTRIC HANDHOLE
(S)	EX. STORM INLET/CATCH BASIN	(ET)	EX. ELECTRIC TRANSFORMER
(SM)	EX. STORM MANHOLE	(G)	EX. GENERATOR
(SES)	EX. STORM END SECTION	(GM)	EX. GAS MARKER
(SSM)	EX. SANITARY MANHOLE	(OC)	EX. OVERHEAD CABLE
(CO)	EX. CLEAN OUT	(OF)	EX. OVERHEAD FIBER
(UGG)	EX. UNDERGROUND GAS	(OE)	EX. OVERHEAD ELECTRIC
(GV)	EX. GAS VALVE	(UC)	EX. UNDERGROUND CABLE
(GM)	EX. GAS METER	(UR)	EX. UNDERGROUND RISER
(UT)	EX. UNDERGROUND TELEPHONE	(CH)	EX. COMMUNICATION HANDHOLE
(M)	EX. MEDIA MARKER	(UA)	EX. UTILITY POLE
(CMM)	EX. COMM. MARKER	(GA)	EX. GUY ANCHOR
		(TM)	EX. TELE. MARKER
		(FM)	EX. FIBER MARKER
(LP)	EX. LIGHT POLE	(GL)	EX. GROUND LIGHT
(SLS)	EX. SINGLE POLE SIGN	(MB)	EX. MAILBOX
(UM)	EX. UNKNOWN MANHOLE	(SL)	EX. SECTION LINE
(P)	EX. PARCELS	(E)	EX. EASEMENT
(CEN)	EX. CENTERLINE	(W)	EX. WETLAND LIMITS
(CP)	EX. CURB/PAVEMENT	(F)	EX. FENCE
(SC)	EX. SECTION CORNER	(P)	POST
(B)	BOLLARD	(R)	RECORDED BEARING
(M)	MEASURED BEARING	(T)	EX. TREE
(D)	DEMO TREE		

DR BY:
CK BY:
SCALE 0 15 30
1" = 30 FEET
JOB NO. 200302
SHEET NO. 5

UMLOR GROUP PROJECT: FORESTVIEW PL, E. HANCOCK ROAD - 38500 W. 9 MILE ROAD/SEWER, AUTOCAD PLANS/STAMP CLUB-TREE SURVEY-200302.DWG

SEE SHEET 7



TREE PROTECTION DETAIL

NO SCALE

1. Either Plastic or Wood Orange Snow Fencing Shall be Installed at or Beyond the Dripline, Unless More Substantial Fencing is Required.
2. Stakes Shall be Made 1" Pole Spaced no Further than 5' on Center.
3. Fencing Shall not be Installed Closer to the Tree than the Dripline of Those Trees to be Saved. Special Circumstances Shall be Reviewed by the City.
4. Fencing Shall be Erected Prior to Construction. The City Shall be Notified Once the Fencing is Installed for Inspection.
5. Under no Circumstances Shall the Protective Fencing be Removed Without Proper Approval from the City.
6. No Person Shall Conduct any Activity Within Areas Proposed to Remain. This Shall Include, but not be Limited to:
 - a. No Stakes or Chemicals Within Protected Areas.
 - b. No Building Materials or Construction Equipment Within Protected Areas.
 - c. No Grade Changes, Including 1/8" Within Protected Areas.
 - d. No Removal of Vegetation from the Ground Up Without Permission from the Proper Reviewing Authority, Including the Woodlands Review Board.
7. Any Required Swales Needs to be Directed Around the Protected Areas. Instances Where Swales are Approved Through a Protected Area, the Swales Need to be HAND DUG. Machinery of Any Kind is Prohibited.
8. Regulated Woodland or Regulated Trees Adjacent to the Property are Also Required to be Protected Whether or not they are Shown on the Plan.

Matthew W. Dorman

MATTHEW W. DORMAN
ISA CERTIFIED ARBORIST
MI-4485A



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The UMLOR Group
LAND DEVELOPMENT SERVICES

PART OF THE SW 1/4 OF SEC.30
T. 1 N., R. 9 E.
CITY OF FARMINGTON HILLS
OAKLAND COUNTY, MICHIGAN

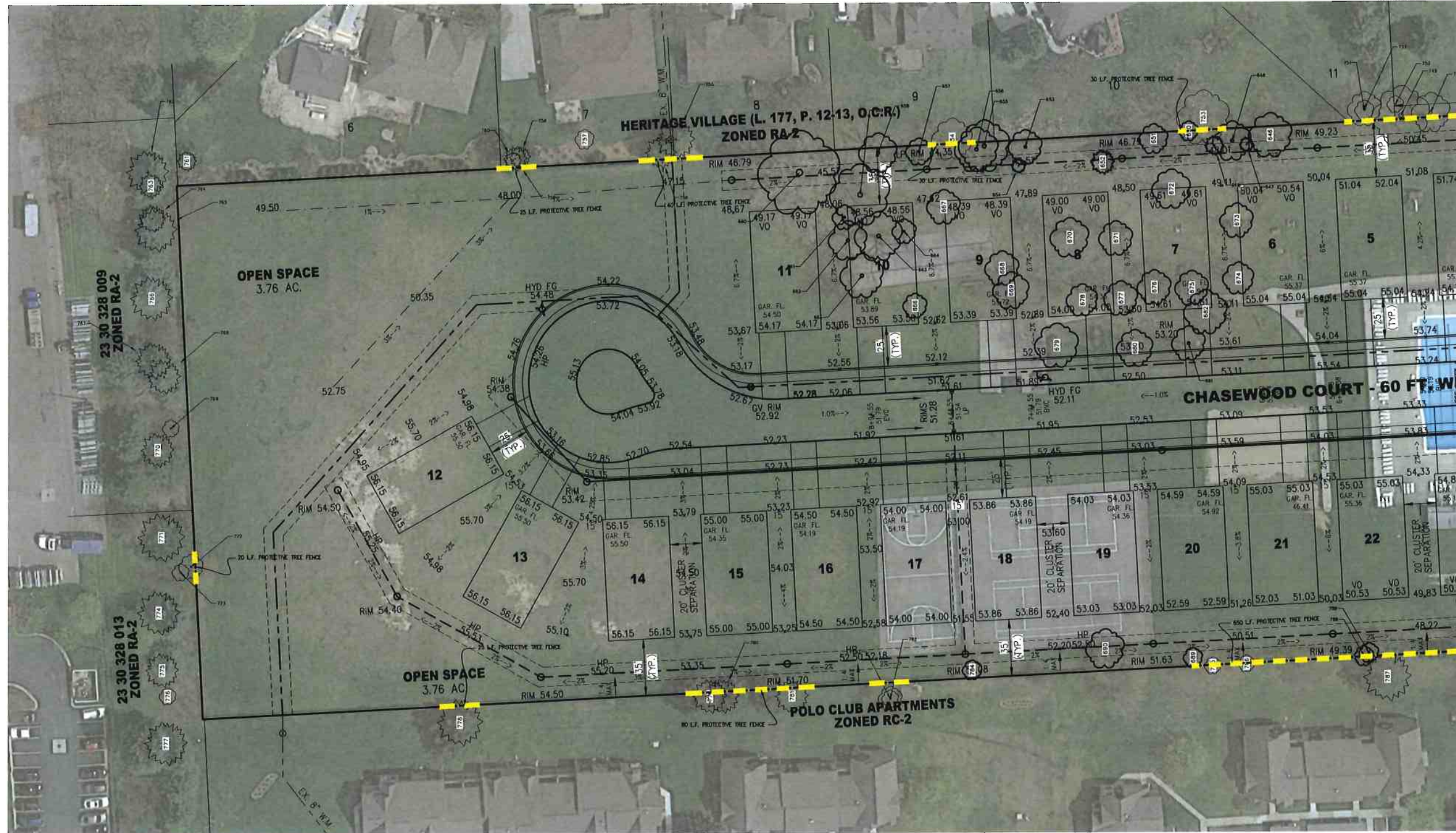
DATE: 09/25/2020
REVISIONS
11/17/20 PER CITY
1/18/21 PER CITY
3/15/21 PER CITY
5/7/2021 PER CITY
8/11/2021 PER CITY

CHASEWOOD VILLAS
PULTE HOMES OF MICHIGAN
2800 LIVERMORE ROAD, BLDG D, SUITE 302
TROY, MICHIGAN, 48063

SUPERIMPOSED TREE SURVEY

DR. BY:
CK. BY:
P.M.
SCALE 0 15 30
1" = 30 FEET
JOB NO. 200302
SHEET NO. 6
SHEET 6 OF 13

M:\UMLOR GROUP PROJECT FOLDERS\PULTE HOMES\200302 - FARMINGTON SWM CLUB - 30500 W. 8 MILE ROAD\DESIGN FILES & PLAN SETS\BASE AUTOCAD FILES\SWM CLUB-TREE SURVEY-200302.DWG



THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE MANNER ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE CONTRACTOR REPRESENTATIVE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR ANY DAMAGE TO EXISTING UTILITIES THAT MAY OCCUR DURING CONSTRUCTION. THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND RESPECT ANY AND ALL UNDERGROUND UTILITIES.



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CONSTRUCTION SITE SAFETY IS THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY OF ALL PERSONS ON THE SITE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY OF THE WORK OF PERSONS EMPLOYED IN THE PERFORMANCE OF ANY NEARBY STRIKING OR OTHER WORK. COPYRIGHT © 2021 THE UMLOR GROUP. ALL RIGHTS RESERVED.

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The UMLOR Group
LAND DEVELOPMENT SERVICES

PART OF THE SW 1/4 OF SEC.30
T. 1 N., R. 9 E.
CITY OF FARMINGTON HILLS
OAKLAND COUNTY, MICHIGAN

DATE: 09/25/2020

REVISIONS
11/17/20 PER CITY
1/18/21 PER CITY
3/15/21 PER CITY
5/7/2021 PER CITY
8/11/2021 PER CITY

CHASEWOOD VILLAS
PULTE HOMES OF MICHIGAN
2800 LIVERMORE ROAD, BLDG D, SUITE 320
TROY, MICHIGAN, 48063

SUPERIMPOSED TREE SURVEY

Matthew W. Dornan

MATTHEW W. DORNAN
ISA CERTIFIED ARBORIST
M-4434



DR BY:
CK BY:
P.M.
SCALE: 0 15 30
1" = 30 FEET
JOB NO. 200302
SHEET NO. 7
SHEET 7 OF 13

UMLOR GROUP PROJECT FEEDBACK/REVISE HOMES/200302 - FARMINGTON SWIM CLUB - 3000 W. 9 MILE ROAD/SEWER & PLAIN SET/STAKE/ASBUD R/S/200302 - LAYOUT BASELINE



VICINITY MAP
SEC. 30, T.1N., R.9.E.
SCALE: 1"=2000'

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LAND DEVELOPMENT SERVICES

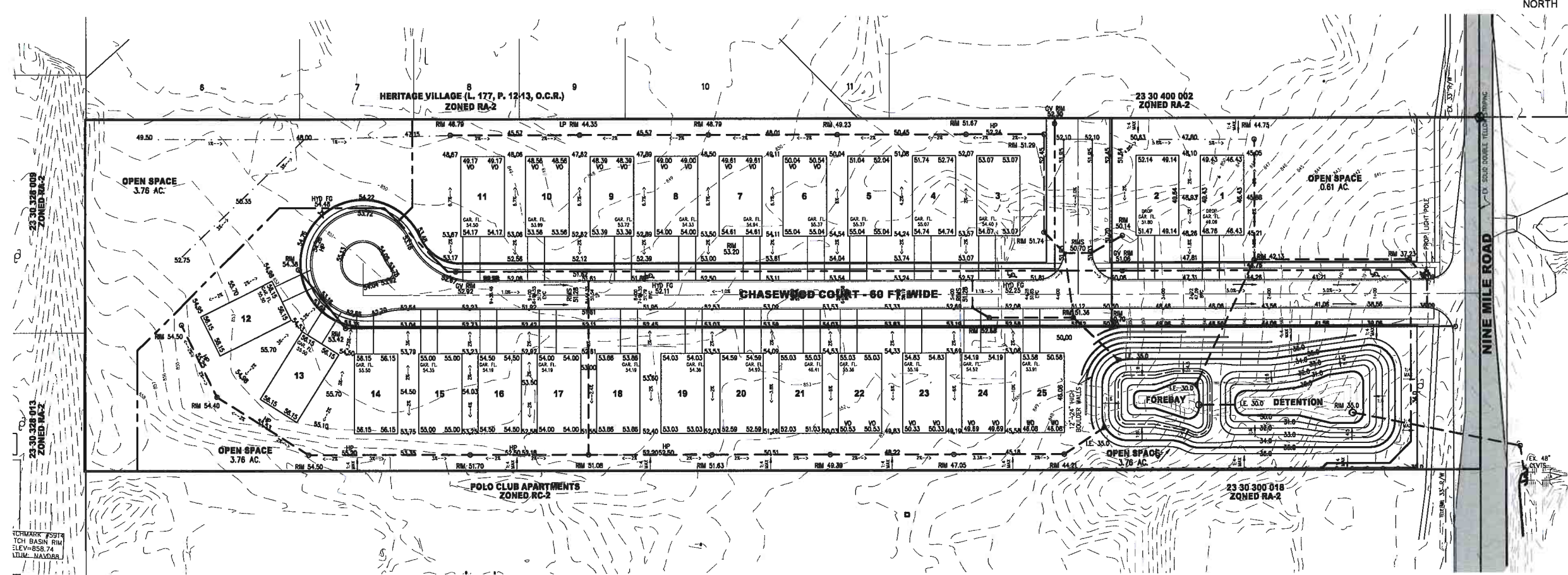
PART OF THE SW 1/4 OF SEC.30
T. 1 N., R. 9 E.
CITY OF FARMINGTON HILLS
OKLAHOMA COUNTY, MICHIGAN
DATE: 09/25/2020
REVISIONS
11/17/20 PER CITY
1/18/21 PER CITY
3/15/21 PER CITY
5/7/2021 PER CITY
8/11/2021 PER CITY

CHASEWOOD VILLAS

PULITE HOMES OF MICHIGAN
2800 URBENS ROAD, BLDG. D, SUITE 300
TROY, MICHIGAN, 48068

PRELIMINARY GRADING PLAN

DR BY:	
CK BY:	
P.M.	
SCALE	0 25 50
1" = 50 FEET	
JOB NO. 200302	
SHEET NO.	9
SHEET 9 OF 13	



SYMBOL	DESCRIPTION
---	PR. STORM SEWER
---	PR. SANITARY SEWER
---	PR. WATER MAIN
---	PR. LIMITS DISTURBANCE
---	PR. WATER VALVE
---	PR. HYDRANT
---	PR. STORM STRUCTURE
---	PR. SANITARY STRUCTURE

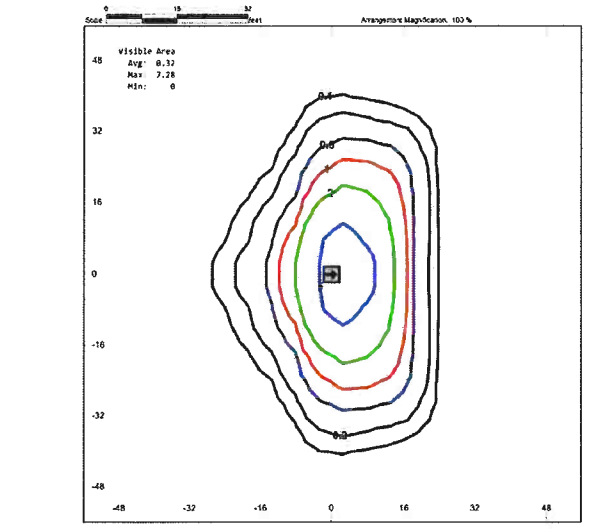
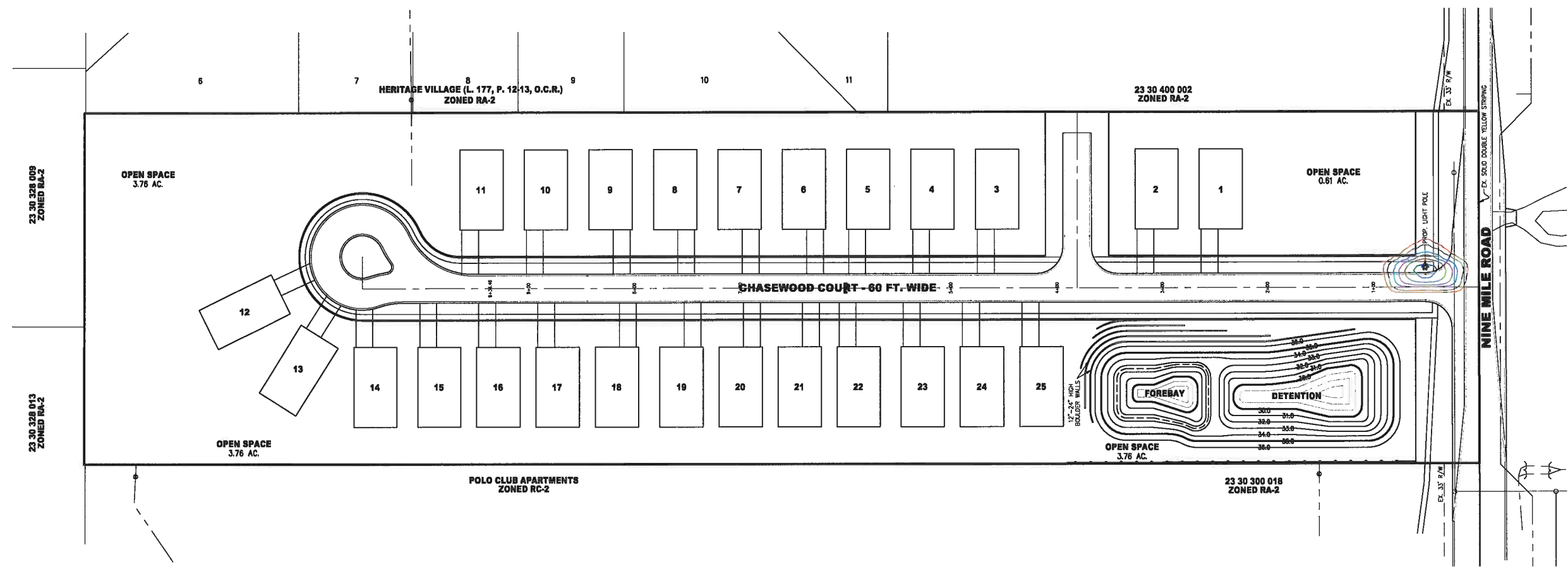
SITE BENCHMARKS

1. #3082 HYDRANT BENCHMARK
LOCATED AT N.W. CORNER OF 9 MILE ROAD AND BAYWOOD DRIVE
ELEV=843.75 (NAVD83)

2. #6914 CATCH BASIN BENCHMARK
LOCATED APPROXIMATELY 81 FEET NORTH OF THE NORTH WEST PROPERTY CORNER
ELEV=858.74 (NAVD83)



ENCHMARK 70914
CATCH BASIN BENCHMARK
ELEV=858.74
ELEV=858.74
ELEV=858.74



Luminaire Schedule				
Project:	City:	Mounting Height:	Arrangement:	Description:
1	1	10'	SINGLE	SUN VALLEY LCG SERIES

SOLID STATE AREA LIGHTING LCG SERIES-LED SPECIFICATIONS

DESCRIPTION: One piece high impact polycarbonate patterned diffusing globe provides with durable corrosion resistant cast aluminum fix. Flush over top. Top is hinged for access. Standard fix has 3/16" opening for tension. All hardware is stainless steel.

LED POWER ARRAY: Three-dimensional array of individual LED tubes fastened to a recessed plate. Each LED tube consists of circuit board populated with a multiple of LEDs and is mechanically fastened to a solid aluminum heat sink. An acrylic lens and end cap protects the LED tube's internal components.

ANGLED POWER ARRAY: Microreflectors mounted around each LED control the ray light output. LED tubes are uniquely angled horizontally and vertically used to produce highly efficient LED distribution types in 15, 30 and 45° beam in conjunction with a clear patterned diffusing lens.

VERTICAL POWER ARRAY WITH GLASS REFRACTOR: LED tubes are spaced vertically and angled radially to produce an even ray light distribution that simulates standard light sources. Array is secured within a clear polycarbonate glass refractor which provides the optical control. Used in conjunction with an optional patterned diffusing lens.

VERTICAL POWER ARRAY: LED tubes are aligned vertically and angled radially to produce an even ray light distribution that simulates standard light sources. Produces a neutral glare, symmetric diffuse light distribution. Used in conjunction with an optional patterned diffusing lens.

LED TUBE: High Output LED is an array of 250mA for nominal 1 Watt output each. LEDs are available in Standard Neutral White (5000K) or optional Cool White (6000K) or Warm White (3000K). Consult Factory for other LED options.

LED DRIVER: 10 and 20W recognized High Power Factor Constant Current LED drivers operate on road voltage from 100-277VAC. 50/60Hz. Consult Factory for 147-500VAC. Driver is mechanically fastened to a mounting bracket. Main power surge disconnect provided. Driver has a maximum 40% of internal surge protection. 100% & 200% Surge Protector optional. Dimming and High-Low Driver options available.

FINISH: Polyester powder coat incorporates four step iron phosphate process to provide rust protection for maximum adhesion. Top coat is baked at 400°F for maximum hardness and exterior durability.

Sun Valley Lighting
2013141

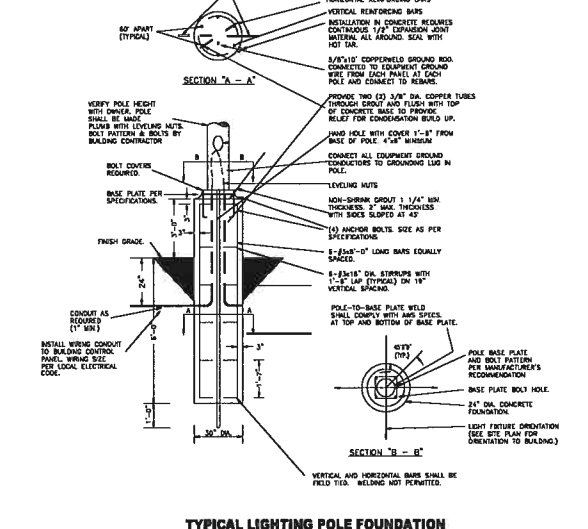
LCG SERIES - LED SPECIFICATIONS

OPTIONAL FITTERS: LCG-100 (10" H), LCG-120 (12" H), LCG-140 (14" H), LCG-160 (16" H), LCG-180 (18" H), LCG-200 (20" H), LCG-220 (22" H), LCG-240 (24" H), LCG-260 (26" H), LCG-280 (28" H), LCG-300 (30" H).

LED POWER ARRAY MODULES: LCG-LED (1" x 1" x 1"), LCG-LED (1" x 1" x 1.5"), LCG-LED (1" x 1" x 2"), LCG-LED (1" x 1" x 3"), LCG-LED (1" x 1" x 4"), LCG-LED (1" x 1" x 6"), LCG-LED (1" x 1" x 8"), LCG-LED (1" x 1" x 12").

PARAMETER	OPTIONAL FITTERS	LED POWER ARRAY MODULES	FINISH	OPTIONS
LUMINAIRE	LCG-100 to LCG-300	LCG-LED (1" x 1" x 1") to LCG-LED (1" x 1" x 12")	Standard Finish	None
OPTICS	None	None	None	None
LED	None	None	None	None
MOUNTING	None	None	None	None
FINISH	None	None	None	None
OPTIONS	None	None	None	None

Sun Valley Lighting
2013141



NOTE:

- 3500 PSI MIN. 28 DAY COMPRESSIVE STRENGTH CONCRETE WITH GRADE 60 REINF. STEEL.
- IF WATER IS PRESENT IN HOLE, REMOVE BEFORE POURING CONCRETE.
- EXPOSED CONCRETE AND GROUT SHALL BE PAINTED TRAFFIC YELLOW BY THE PAVEMENT STRIPING CONTRACTOR.
- FOUNDATION EXCAVATION SHALL BE BY 24" AUGER IN UNDISTURBED OR PROPERLY COMPACTED FILL PER SPECIFICATIONS. USE SONA TUBE.

THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE MANNER ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCURRED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

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LAND DEVELOPMENT SERVICES

PART OF THE SW 1/4 OF SEC.30
T. 1 N., R. 9 E.
CITY OF FARMINGTON HILLS
OAKLAND COUNTY, MICHIGAN

DATE: 09/25/2020

REVISIONS

11/17/20	PER CITY
1/18/21	PER CITY
3/15/21	PER CITY
5/7/2021	PER CITY
8/11/2021	PER CITY

CHASEWOOD VILLAGES
PULTE HOMES OF MICHIGAN
2800 LIVINGSTON ROAD, BLDG. D, SUITE 320
TROY, MICHIGAN, 48063

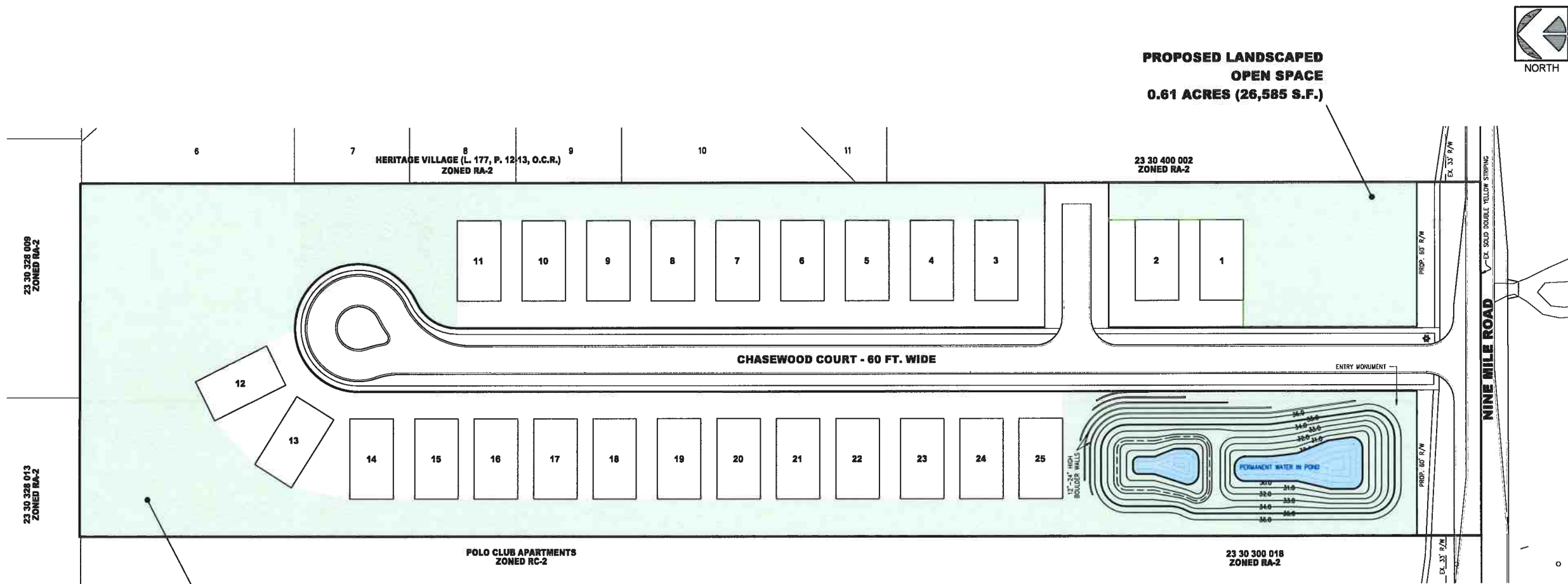
LIGHTING PLAN

DR BY: [Signature]
CK BY: [Signature]

SCALE: 0 25 50
1" = 50 FEET
JOB NO. 200302
SHEET NO. 10
SHEET 10 OF 13

UMLOR GROUP PROJECT RECORDS FILE: HIGHEST COVER - FARMINGTON SW 1/4 - 28000 W. 9 MILE ROSSIGNON FILES & PLAN SERVICES, AUTOCAD FILEDROPPER - LAYOUT BASE.DWG

UMLOR GROUP PROJECT FOLDER\SPITE HOMES\200302 - FARMINGTON SWIM CLUB - 30000 W. 9 MILE RD\DESIGN FILES & PLAN SETS\BASE AUTOCAD FILES\200302 - LAYOUT\BUSINESS



**PROPOSED LANDSCAPED
OPEN SPACE
3.76 ACRES (163,863 S.F.)**

**PROPOSED LANDSCAPED
OPEN SPACE
0.61 ACRES (26,585 S.F.)**

**TOTAL PROPOSED OPEN SPACE = 4.37 ACRES
(SEE LANDSCAPE PLAN FOR PLANTING DETAILS)**

SITE BENCHMARKS
1. #3082 HYDRANT ARROW
LOCATED AT N.W. CORNER OF 9
MILE ROAD AND BAYWOOD DRIVE
ELEV=843.75
(NAVD88)
2. #9914 CATCH BASIN RIM
LOCATED APPROXIMATELY 81
FEET NORTH OF THE NORTH
WEST PROPERTY CORNER
ELEV=858.74
(NAVD88)



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PART OF THE SW 1/4 OF SEC.30
T. 1 N., R. 9 E.
CITY OF FARMINGTON HILLS
OAKLAND COUNTY, MICHIGAN

DATE: 09/25/2020

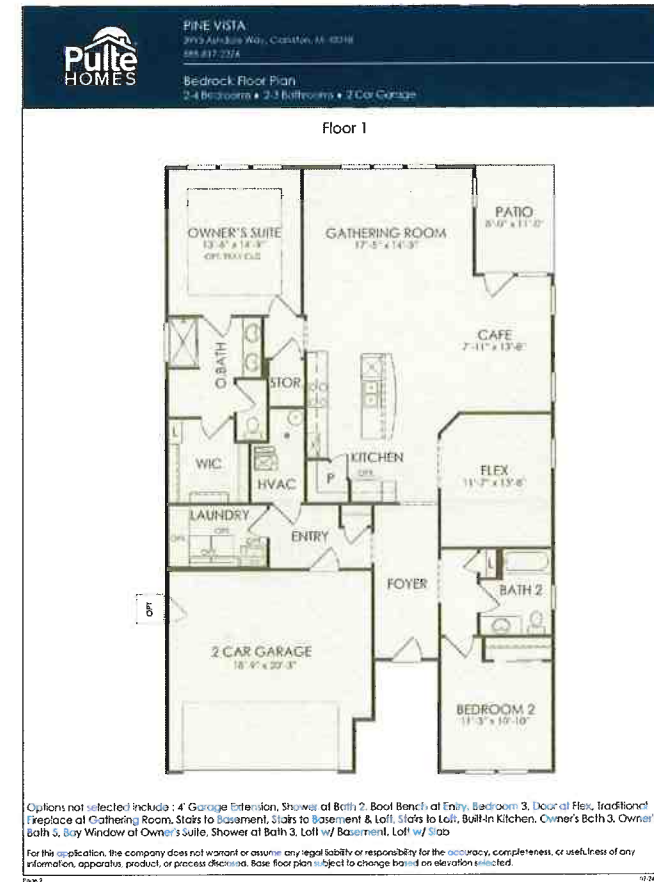
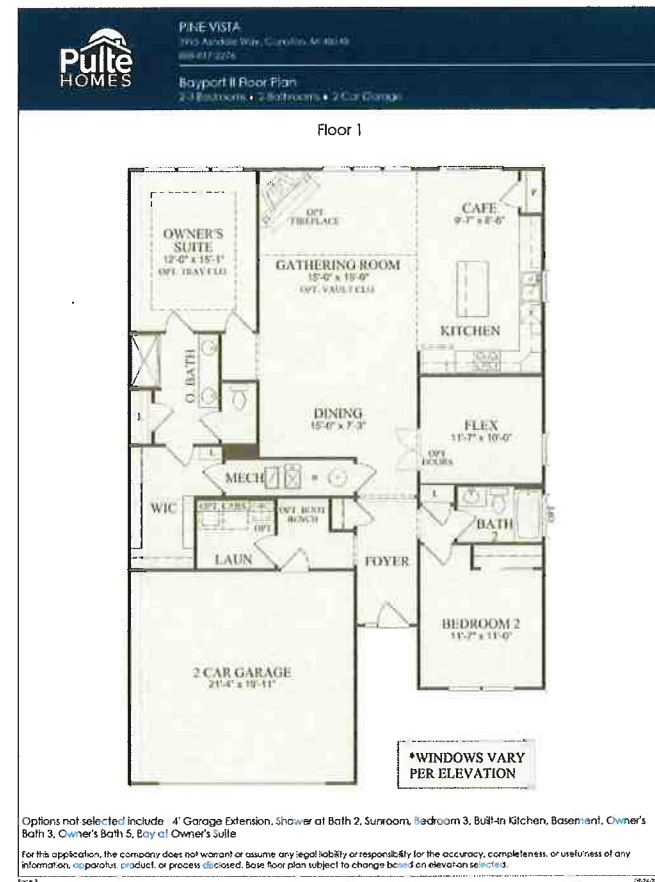
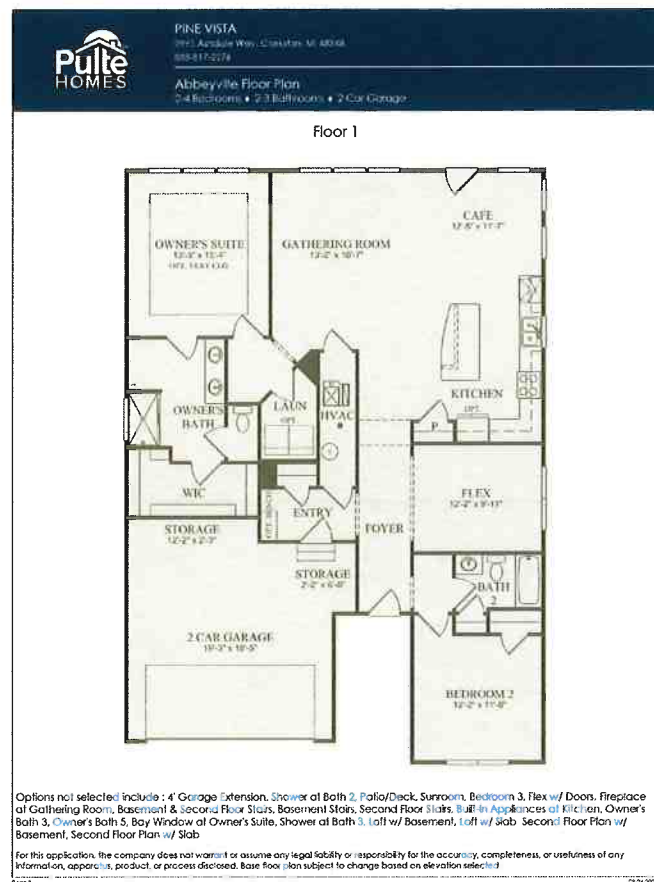
REVISIONS
11/17/20 PER CITY
1/18/21 PER CITY
3/15/21 PER CITY
5/7/2021 PER CITY
8/11/2021 PER CITY

CHASEWOOD VILLAS
CLIENT: PULTE HOMES OF MICHIGAN
2800 URBENS ROAD, SUITE 200
TROY, MICHIGAN, 48063

OPEN SPACE PLAN

DR BY: [Signature]
SCALE: 1" = 50 FEET
JOB NO. 200302
SHEET NO. 11
SHEET 11 OF 13

M. UMLOR GROUP PROJECT FOLDER\PULTE HOMES\200302 - FARMINGTON SWM CLUB - 38500 W. 8 MILE REVISIONS\FILES & PLAN SETS\BASE AUTOCAD FILES\200302 - ARCHITECTURE.DWG



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T. 1 N., R. 9 E.
CITY OF FARMINGTON HILLS
OAKLAND COUNTY, MICHIGAN
DATE: 09/25/2020
REVISIONS
11/17/20 PER CITY
1/18/21 PER CITY
3/15/21 PER CITY
5/7/2021 PER CITY
8/11/2021 PER CITY


CHASEWOOD VILLAS
PULTE HOMES OF MICHIGAN
2800 UNGERSON ROAD, BLDG D, SUITE 320
TROY, MICHIGAN, 48063
FLOOR PLANS
DR BY:
CK BY:
P.L.M.
SCALE 0 25 50
1" = 50 FEET
JOB NO. 200302
SHEET NO. 12
SHEET 12 OF 13




UMLOR GROUP PROJECT FOLDERS/PULTE HOMES/200302 - FARMINGTON SWM CLUB - 38500 W. 9 MILE RD/DESIGN FILES & PLAN SETS/DESIGN FILES/DOORS - ARCHITECTURE.DWG



PINE VISTA
 2021 Pulte Homes, Inc. © 2021
 Abbeyville Floor Plan
 2.4 Bedrooms • 2.5 Bathrooms • 2 Car Garage


Exterior 7





PINE VISTA
 2021 Pulte Homes, Inc. © 2021
 Abbeyville Floor Plan
 2.4 Bedrooms • 2.5 Bathrooms • 2 Car Garage


Exterior 8





PINE VISTA
 2021 Pulte Homes, Inc. © 2021
 Abbeyville Floor Plan
 2.4 Bedrooms • 2.5 Bathrooms • 2 Car Garage


Exterior 14





PINE VISTA
 2021 Pulte Homes, Inc. © 2021
 Abbeyville Floor Plan
 2.4 Bedrooms • 2.5 Bathrooms • 2 Car Garage


Exterior 24





PINE VISTA
 2021 Pulte Homes, Inc. © 2021
 Abbeyville Floor Plan
 2.4 Bedrooms • 2.5 Bathrooms • 2 Car Garage


Exterior 25





PINE VISTA
 2021 Pulte Homes, Inc. © 2021
 Support 3 Floor Plan
 2.4 Bedrooms • 2.5 Bathrooms • 2 Car Garage


Exterior 1





PINE VISTA
 2021 Pulte Homes, Inc. © 2021
 Support 3 Floor Plan
 2.4 Bedrooms • 2.5 Bathrooms • 2 Car Garage


Exterior 2





PINE VISTA
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 Support 3 Floor Plan
 2.4 Bedrooms • 2.5 Bathrooms • 2 Car Garage


Exterior 3





PINE VISTA
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 Support 3 Floor Plan
 2.4 Bedrooms • 2.5 Bathrooms • 2 Car Garage


Exterior 4





PINE VISTA
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 Support 3 Floor Plan
 2.4 Bedrooms • 2.5 Bathrooms • 2 Car Garage


Exterior 5





PINE VISTA
 2021 Pulte Homes, Inc. © 2021
 Redbank Floor Plan
 2.4 Bedrooms • 2.5 Bathrooms • 2 Car Garage


Exterior HR25





PINE VISTA
 2021 Pulte Homes, Inc. © 2021
 Redbank Floor Plan
 2.4 Bedrooms • 2.5 Bathrooms • 2 Car Garage


Exterior HRIW





PINE VISTA
 2021 Pulte Homes, Inc. © 2021
 Redbank Floor Plan
 2.4 Bedrooms • 2.5 Bathrooms • 2 Car Garage


Exterior HR3W





PINE VISTA
 2021 Pulte Homes, Inc. © 2021
 Redbank Floor Plan
 2.4 Bedrooms • 2.5 Bathrooms • 2 Car Garage

Exterior LC2M




PINE VISTA
 2021 Pulte Homes, Inc. © 2021
 Redbank Floor Plan
 2.4 Bedrooms • 2.5 Bathrooms • 2 Car Garage

Exterior LC1W



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The UMLOR Group
 LAND DEVELOPMENT SERVICES


PART OF THE SW 1/4 OF SEC.30
 T. 1 N., R. 9 E.
 CITY OF FARMINGTON HILLS
 OAKLAND COUNTY, MICHIGAN

DATE: 09/25/2020

REVISIONS
11/17/20 PER CITY
1/18/21 PER CITY
3/15/21 PER CITY
5/7/21 PER CITY
8/11/21 PER CITY

CLIENT: CHASEWOOD VILLAS
 PULTE HOMES OF MICHIGAN
 2800 IVERNESS ROAD, BLDG D, SUITE 320
 TROY, MICHIGAN, 48063

ELEVATIONS

DR. BY:
 CK. BY:
 P.M.
 SCALE: 0

NO SCALE
 JOB NO. 200302
 SHEET NO. 8

SHEET 13 OF 13

Seal:



Title:
Landscape Plan

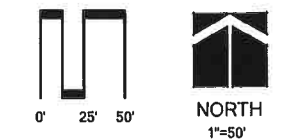
Project:
**Chasewood Villas
 Farmington Hills, Michigan**

Prepared for:
 Pulte Group
 2800 Livernois Road, Building D, Suite 320
 Troy, MI 48063

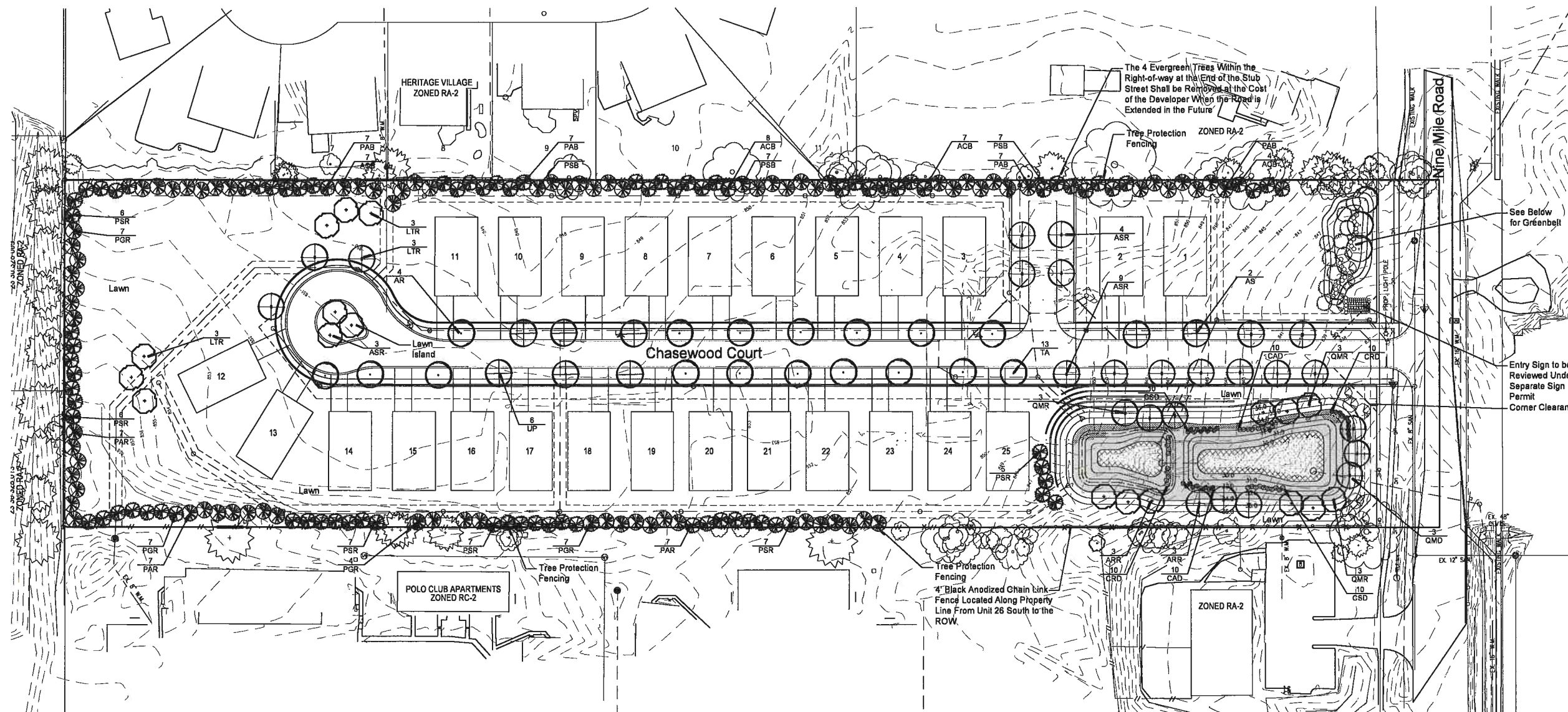
Revision: Issued:
 Submission September 25, 2020
 Revised November 17, 2020
 Revised December 28, 2020
 Revised March 15, 2021
 Revised May 7, 2021
 Revised August 13, 2021

Job Number:
 20-060

Drawn By: Checked By:
 jca jca



Sheet No.



Landscape Summary

Street Trees
 Trees Required 25 Trees
 Trees Provided 25 Trees (1 per Lot)
 Woodland Replacement
 Replacement Required 126, 3" or 10" Trees
 Replacement Trees Caliper Provided 126, 3" or 10" Trees

Plant List

sym.	qty.	botanical name	common name	caliper	spacing	root	height	unit	total
Street Trees									
AR	4	Acer rubrum 'October Glory'	October Glory Red Maple	3.0"	as shown	B&B		\$ 1,400.00	
AS	2	Acer saccharum 'Green Mountain'	Green Mountain Sugar Maple	3.0"	as shown	B&B		\$ 700.00	
TC	13	Tilia americana 'Redmond'	Redmond Linden	3.0"	as shown	B&B		\$ 4,550.00	
UP	6	Ulmus x 'Princeton'	Princeton Elm	3.0"	as shown	B&B		\$ 2,100.00	
Woodland Replacements									
ARR	6	Acer rubrum 'October Glory'	October Glory Red Maple	3.0"	as shown	B&B		\$ 350.00	\$ 2,100.00
ASR	16	Acer saccharum 'Green Mountain'	Green Mountain Sugar Maple	3.0"	as shown	B&B		\$ 5,600.00	
LTR	1	Liriodendron tulipifera	Tulip Tree	3.0"	as shown	B&B		\$ 350.00	\$ 3,150.00
PAR	21	Picea abies	Norway Spruce	as shown	cont.	10'		\$ 3,300.00	\$ 7,350.00
PGR	25	Picea glauca	White Spruce	as shown	B&B	10'		\$ 3,500.00	\$ 8,750.00
PSR	37	Pinus strobus	White Pine	as shown	B&B	10'		\$ 350.00	\$ 12,950.00
QMR	12	Quercus macrocarpa	Bur Oak	3.0"	as shown	B&B		\$ 350.00	\$ 4,200.00
Greenbelt, Entry and General Plantings									
AC	3	Amelanchier canadensis 'Shadbolt'	Serviceberry	2.5"	as shown	B&B		\$ 275.00	\$ 825.00
ASG	3	Acer saccharum 'Green Mountain'	Green Mountain Sugar Maple	3.0"	as shown	B&B		\$ 350.00	\$ 1,050.00
BC	14	Buxus 'Green Mountain'	Green Mountain Boxwood	as shown	cont.	24"		\$ 60.00	\$ 840.00
CS	12	Cornus sericea 'Artic Fire'	Artic Fire Dogwood	as shown	cont.	36"		\$ 60.00	\$ 720.00
FI	12	Forsythia x 'Intermedia Lymwood Gold'	Lymwood Gold Forsythia	as shown	cont.	36"		\$ 60.00	\$ 720.00
JC	5	Juniperus ch 'Waldster'	Katseer Juniper	as shown	B&B	6'		\$ 55.00	\$ 475.00
MS	8	Malus 'Spring Snow'	Spring Snow Crabapple	2.5"	as shown	B&B		\$ 275.00	\$ 2,200.00
PAG	4	Picea abies	Norway Spruce	as shown	B&B	6'		\$ 300.00	\$ 1,400.00
PSG	5	Pinus strobus	White Pine	as shown	B&B	6'		\$ 350.00	\$ 1,750.00
RF	46	Rubus idaeus 'Blackberry'	Black Eyed Susan	as shown	cont.	42"		\$ 15.00	\$ 690.00
Buffer Plantings									
ACB	26	Abies concolor	Concolor Fir	as shown	B&B	6'		\$ 325.00	\$ 8,450.00
PAB	28	Picea abies	Norway Spruce	as shown	B&B	6'		\$ 325.00	\$ 9,100.00
PGB	21	Pinus strobus	White Pine	as shown	B&B	6'		\$ 325.00	\$ 6,825.00
Detention Plantings									
CAD	20	Cornus amomum	Silky Dogwood	as shown	cont.	36"		\$ 55.00	\$ 1,100.00
CSD	20	Cornus racemosa	Gray Dogwood	as shown	cont.	36"		\$ 55.00	\$ 1,100.00
CSD	20	Cornus sericea	Red-odier Dogwood	as shown	cont.	36"		\$ 55.00	\$ 1,100.00
Total \$ 91,185.00									

Detention Plantings

Zone 1 - 1'-6" Below Permanent Water

qty.	botanical name	common name	spacing	planting depth
46	Potamogeton nodosus	Pickeral Weed	48" o.c.	6"-24"
46	Sagittaria latifolia	Common Arrowhead	48" o.c.	6"-24"
46	Najas flexilis	White Water Lily	48" o.c.	24"-36"
46	Potamogeton nodosus	Common Pond Weed	48" o.c.	24"-36"
2,996 s.f.				

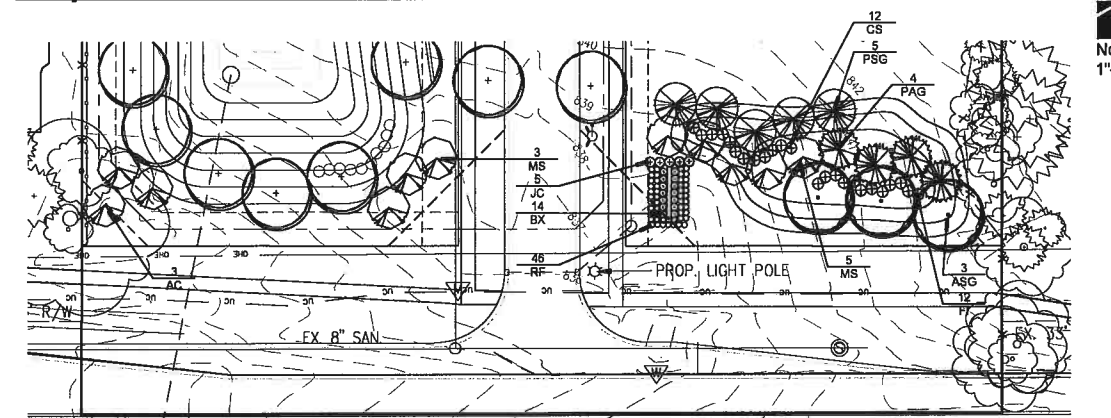
Zone 2 - 1' Below Permanent Water

qty.	botanical name	common name	spacing	planting depth
148	Acorus americanus	Sweet Flag	24" o.c.	Edge to 6" depth
148	Asplenium platyneuron	Sweetwort Milkweed	24" o.c.	Edge to 6" depth
148	Potamogeton nodosus	Pickeral Weed	24" o.c.	6"-24"
148	Sagittaria latifolia	Common Arrowhead	24" o.c.	6"-24"
2,360 s.f.				

Stormwater Seed Mix

Botanical Name	Common Name	PLS Quantity
Amelanchier canadensis	Serviceberry	325
Abies concolor	Concolor Fir	1,500
Acer saccharum	Sugar Maple	3,000
Buxus	Boxwood	840
Cornus sericea	Artic Fire Dogwood	720
Forsythia	Lymwood Gold Forsythia	720
Juniperus	Katseer Juniper	475
Malus	Spring Snow Crabapple	2,200
Picea abies	Norway Spruce	1,400
Pinus strobus	White Pine	1,750
Rubus idaeus	Black Eyed Susan	690
Temporary Cover		300
Total		10,200

Entry



Seal:



Title:

Landscape Details

Project:

Chasewood Villas
Farmington Hills, Michigan

Prepared for:

Pulte Group
2800 Livernois Road, Building D, Suite 320
Troy, MI 48063

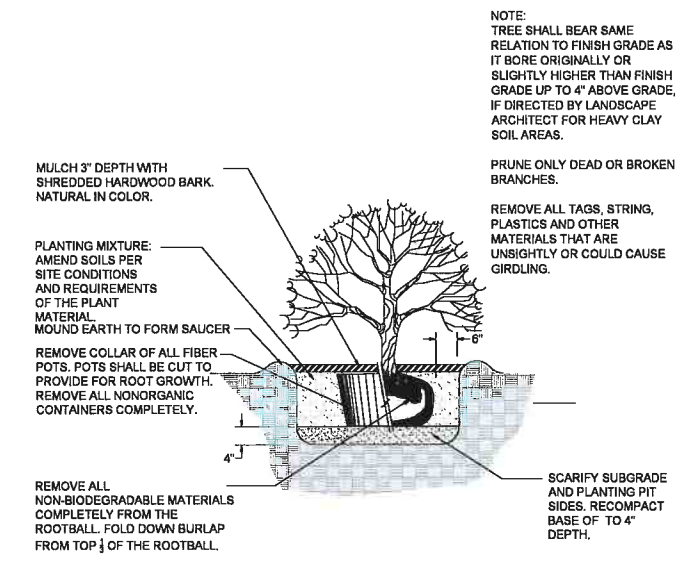
Revision:	Issued:
Submission	September 25, 2020
Revised	November 17, 2020
Revised	December 28, 2020
Revised	March 15, 2021
Revised	May 7, 2021
Revised	August 13, 2021

Job Number:
20-060

Drawn By: Jca
Checked By: Jca

Sheet No.

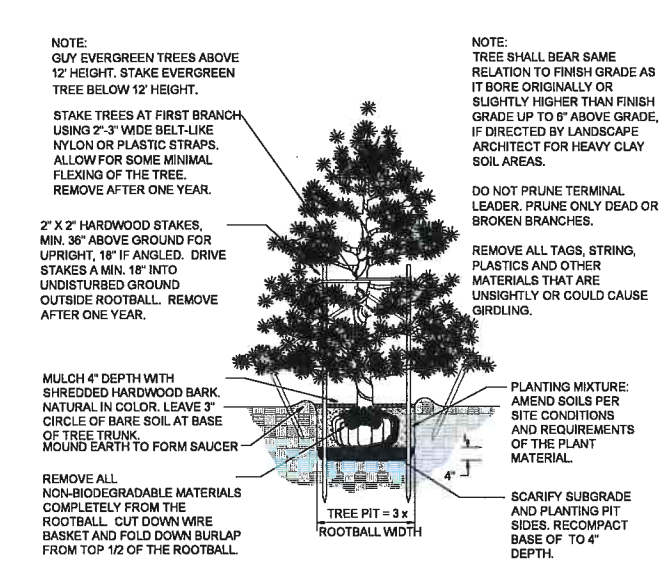
L-2



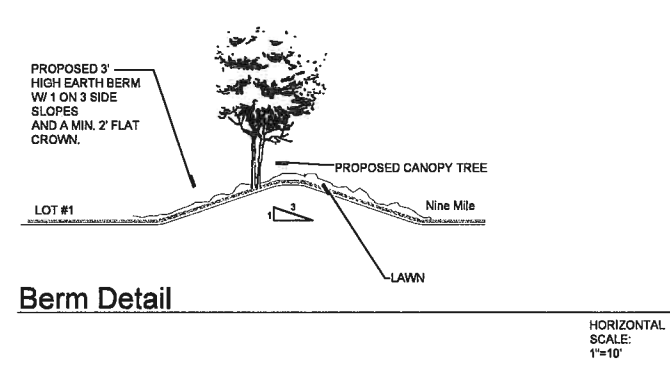
SHRUB PLANTING DETAIL
NOT TO SCALE

LANDSCAPE NOTES

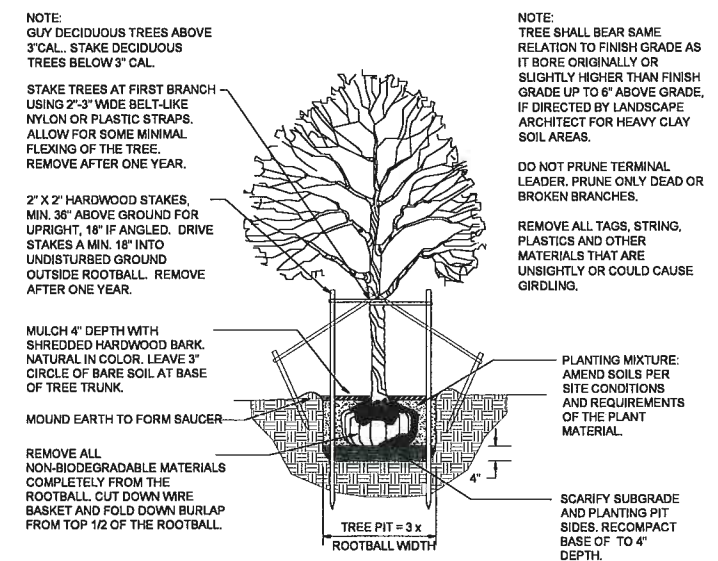
- All plants shall be north Midwest American region grown, No. 1 grade plant materials, and shall be true to name, free from physical damage and wind burn.
- Plants shall be full, well-branched, and in healthy vigorous growing condition.
- Plants shall be watered before and after planting is complete.
- All trees must be staked, fertilized and mulched and shall be guaranteed to exhibit a normal growth cycle for at least two (2) full years following City approval.
- All material shall conform to the guidelines established in the most recent edition of the American Standard for Nursery Stock.
- Provide clean backfill soil, using material stockpiled on site. Soil shall be screened and free of any debris, foreign material, and stone.
- "Agiform" tabs or similar slow-release fertilizer shall be added to the planting pits before being backfilled.
- Amended planting mix shall consist of 1/3 screened topsoil, 1/3 sand and 1/3 peat, mixed well and spread to the depth as indicated in planting details.
- All plantings shall be mulched per planting details located on this sheet.
- The Landscape Contractor shall be responsible for all work shown on the landscape drawings and specifications.
- No substitutions or changes of location, or plant types shall be made without the approval of the Landscape Architect.
- The Landscape Architect shall be notified of any discrepancies between the plans and field conditions prior to installation.
- The Landscape Contractor shall be responsible for maintaining all plant material in a vertical condition throughout the guaranteed period.
- The Landscape Architect shall have the right, at any stage of the installation, to reject any work or material that does not meet the requirements of the plans and specifications, if requested by owner.
- Contractor shall be responsible for checking plant quantities to ensure quantities on drawings and plant list are the same. In the event of a discrepancy, the quantities on the plans shall prevail.
- The Landscape Contractor shall seed and mulch or sod (as indicated on plans) all areas disturbed during construction, throughout the contract limits.
- A pre-emergent weed control agent, "Preen" or equal, shall be applied uniformly on top of all mulching in all planting beds.
- All landscape areas shall be provided with an underground automatic sprinkler system.
- Sod shall be two year old "Baron/Cheridaphi" Kentucky Blue Grass grown in a sod nursery on loam soil.



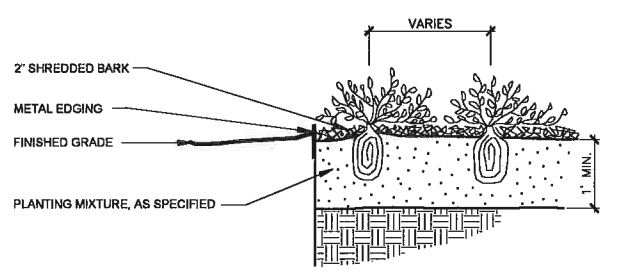
EVERGREEN TREE PLANTING DETAIL



Berm Detail

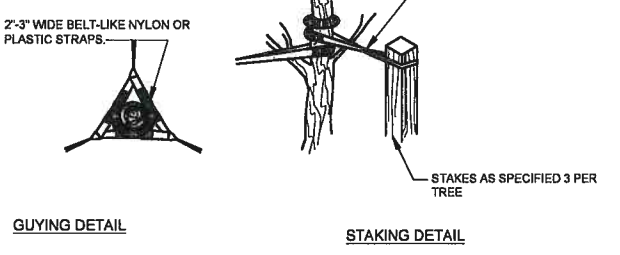
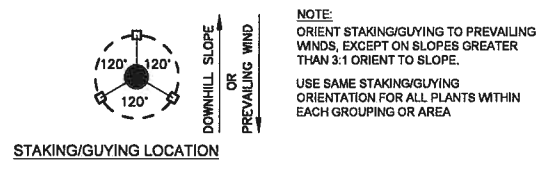


DECIDUOUS TREE PLANTING DETAIL



PERENNIAL PLANTING DETAIL

Not to scale



TREE STAKING DETAIL

Not to scale

August 16, 2021

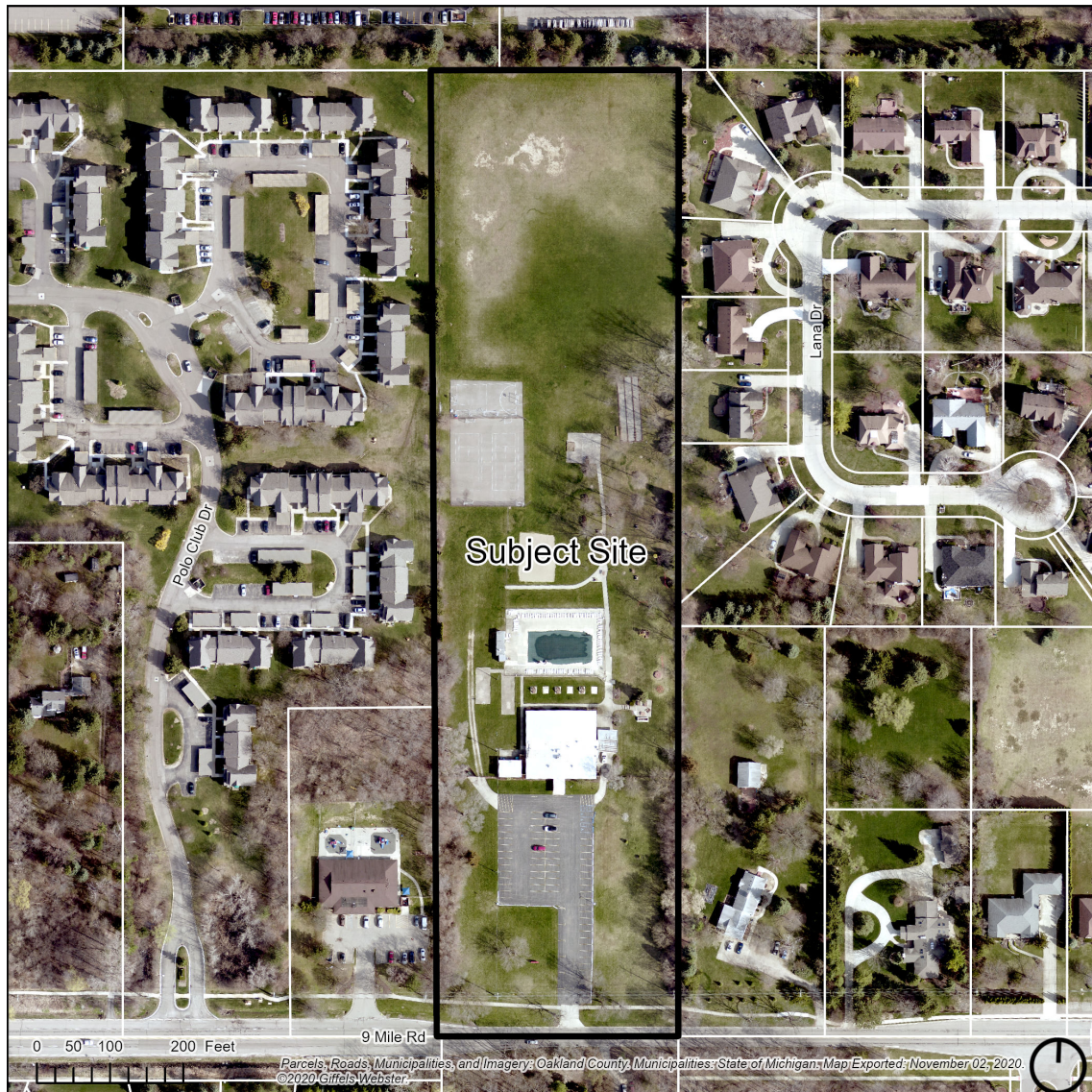
Mark Stec, City Planner
City of Farmington Hills
31555 W 11 Mile Rd
Farmington Hills, MI 48336

Text directly addressing revisions is underlined.

Cluster Site Plan

Case: Cluster Site Plan 60-10-2020
Site: 38500 Nine Mile Rd; (parcel 23-30-300-019) 10 acres
Applicant: Pulte Homes of Michigan
Application Date: August 11, 2021
Zoning: RA-2 Single Family

We have completed a review of the application for cluster site plan and landscape plan approval referenced above and a summary of our findings is below. Items in **bold** require action by the applicant.



SUMMARY OF FINDINGS

Existing Conditions

1. **Zoning.** The parcel is zoned RA-2 Single Family Residential.
2. **Existing site.** The site is developed with the Piedmontese Social Club. A pool, clubhouse, tennis courts, and parking lot are present on the site. It is 10 acres (one quarter-acre of which is part of the Nine Mile highway easement). The site fronts on Nine Mile Rd, just east of I-275. The site is not impacted by any wetlands or watercourses.

3. **Adjacent properties.**

Direction	Zoning	Land Use
North	RA-2	Industrial (by consent judgment)
East	RA-2	Single Family Homes (approx. 2.5 units/acre)
South	RA-1	Single Family Homes
West	RA-2/RC-2	Day Care, Multi-Family Complex

4. **Site configuration and access.** The site is accessible from Nine Mile Road.

Cluster Qualification

Under Section 34-3.17 One Family Cluster Option, the Planning Commission may make a determination that the site qualifies for a One Family Cluster based on the following criteria and procedures.

2. Conditions for qualification:

- i. Qualification for the cluster option shall be based on two (2) findings by the planning commission with final density dependent upon whether or not the site qualifies under both findings:
 - i. First, the planning commission shall find that the parcel will qualify for the cluster development option as defined in Section 34-3.17.2.B.i-viii. Development would be at the single family densities permitted in subsection 34-3.17.3.A. This finding must be made in all cases.
Section 34-3.17.2.B.i-viii is addressed below. Section 34-3.17.3.A permits 2.1 units per acre for a One Family Cluster in the RA-2 district under this item.
 - ii. Second, the planning commission may additionally find that the parcel is located in a transition area or is impacted by nonresidential uses or traffic on major or secondary thoroughfares or other similar conditions. If the planning commission makes such a finding, it may permit an increase in density up to the maximum densities established in subsection 34-3.17.3.B.
Subsection 34-3.17.3.B. permits up to 3.1 units per acre in the RA-2 district under this item. The parcel is located adjacent to a multi-family development and a day care to the west, industrial development to the north and single-family development to the east and south.

The planning commission granted preliminary qualification to a cluster for this site at its meeting on November 19th, 2020 on a vote of 7-1. Preliminary qualification is not a guarantee of final qualification or ultimate plan approval. In its approval of preliminary qualification, the planning commission further

found that the plan qualifies under Section 34-3.17.3.B, which permits up to 3.1 units per acre. Plans reviewed for preliminary qualification in November 2020 had 30 units. The plan originally forwarded by the planning commission to City Council for final qualification determination had 28 units (2.8 units/acre). On the revised plan, the applicant has reduced the number of proposed units from 28 to 25 (2.5 units/acre).

Given the parcel's location between multi-family and single-family uses, and the presence of industrial uses to the north, the argument that it is a transitional property appears to have some merit. It is also affected, at its northern end by the presence of a more intense use. We note that a subset of planning commissioners said during the initial qualification discussion and confirmed during site plan review that, while they felt approval for the higher density was merited, they would like to see an attempt to reduce the density to the 2.5-2.6 units/acre range.



Northern Border of Subject Site and Adjacent Industrial Use Source: Google

Section 34-3.17.2.B.i-viii. “The planning commission may approve the clustering or attaching of buildings on parcels of land under single ownership and control which, in the opinion of the planning commission, have characteristics that would make sound physical development under the normal subdivision approach impractical because of parcel size, shape or dimension or because the site is located in a transitional use area or the site has natural characteristics which are worth preserving or which make platting difficult. In approving a parcel for cluster development, the planning commission shall find at least one of the following conditions to exist:”

- ii. The parcel has frontage on a major or secondary thoroughfare and is of a narrow width, as measured along the thoroughfare, which makes platting difficult.**
- iv. A substantial portion of the parcel's perimeter is bordered by land that is located in other than an RA district or is developed for a use other than single-family homes.**

We have included only the two items of this subsection that may apply to this parcel. The Planning Commission must find that at least one of these conditions exists in order to qualify the property for the One Family Cluster Option.

Regarding item ii, the site fronts on Nine Mile Road. It has a width of 330 feet. With a 60-foot right-of-way, lots on either side have an available depth of 135 feet. The RA-2 district typically requires 35-foot setbacks in both the front and rear, leaving 55 feet of depth for a building envelope. The cluster option allows the applicant to request, and the Planning Commission and City Council to approve, flexibility in the setbacks to increase the size of the building envelopes on the lots.

Regarding item iv, two of the four property lines border single family uses, and two border other uses. The sites to the north are developed as industrial uses under a consent judgment. Sites to the west are primarily multi-family (65% of west property line), and the remainder is a non-residential day care use. To the east, all sites are developed as single-family homes. The neighborhood along the northern half of this property line is developed at or near the permitted RA-2 density, while the southern half of this property line is a single, large-lot property. The Walnut Ridge development to the south across Nine Mile Rd is developed with significant common areas, and appears to be at or near the permitted density of the RA-2 district.



Northwest Border of Subject Site - Adjacent Multi-family Use Source: Google

Other Considerations:

1. **Master Plan.** The property is designated Quasi-Public on the Future Land Use Map. The quasi-public use of the site has ended. It does not fall into any Special Residential Planning Areas, nor any other special study areas. Properties to the south and east are designated single family, while the property to the north is designated for industrial, reflecting its current use, and property to the west is primarily designated multi-family, with a single-family designation along the Nine Mile frontage.
2. **Residential Densities Map.** The residential densities map designates this land as low-medium density. This category includes the RA-2 district.

Site Plan

3. **Summary of Plan and Revisions.** The applicant proposes 25 cluster units (a density of 2.5 units per acre), arranged along a cul de sac street. The street, which is proposed to be a private road called Chasewood Court, is aligned with Oak Point Drive across Farmington Road. 4.37 acres of the development (43.7%) is set aside as unprogrammed, common open space. All proposed units are detached. The development is proposed as a condominium wherein the units themselves are privately owned from the walls in, but the property is not divided into separate lots; the grounds outside the units would be maintained in common by an association.

Since the last time this plan was considered by City Council, in addition to reducing the number of units from 26 to 25, the applicant has flipped the development to place the longer row of houses on the west side and the shorter row, with the cul de sac bulb, on the east side. The landscape screening along the northern property line has been staggered to provide a deeper screen from the adjacent neighborhood, and landscaping along Nine Mile Road has been increased.

4. **Dimensional Standards.** The cluster option allows the dimensional standards of the district to be waived. This table compares the proposal to district standards

Standard	Required in RA-2	Proposed
Front Setback	35 ft	25 ft
Side Setback	8 ft least side/20 ft total	15 – 20 feet between units
Rear Setback	35 ft	35 ft
Building Height	30 ft	
Min Lot Size	15,000 sq ft (avg 16,500 sq ft)	N/A – lots not proposed
Min Lot Width	90 ft	N/A – lots not proposed

5. **Separation Standards.** Per Section 34-3.17.4.B., “Spacing between groups of attached buildings or between groups of four (4) unattached buildings shall be equal to at least twenty (20) feet in an RA-2 district, measured between the nearest points of adjacent buildings.” The plan meets this standard with increased side setbacks between units 14 and 15, and units 18 and 19; units 1-11 are all separated by 20 feet or more on the revised plan. All units on the east side of the street, adjacent to neighboring homes, are spaced 20 feet apart.

6. **Cluster Standards.** Cluster developments must meet the design standards of subsection 34-3.17.4.

- a. Garages must be set back 20 feet. All units have a minimum front setback of 25 feet.
- b. The side of a cluster facing a major or secondary thoroughfare must be set back 25 feet. This standard is met.
- c. No building may be placed within 25 feet of any property line. This standard is met, as all units are a minimum of 35 feet from the development’s exterior property line.
- d. 15% of the development must be set aside as open space. 43.7% of the site is set aside as open space. This standard is met. This area is illustrated on the open space plan.

7. **Lighting.** A single street light is proposed at the intersection of the new street (called Chasewood Court) and 9 Mile Rd. It is a decorative fixture fitted with an internal refractor.

8. **Cul de sac.** Per Section 27-57 of the Subdivision Ordinance, the “maximum length for residential cul-de-sac streets shall generally be six hundred (600) feet.” The length of the cul de sac street is 1,100 feet; there is a stub street, and the length of the cul de sac from the intersection with the stub street

is now greater than 600 feet. The applicant is proposing fire suppression systems in each unit. The stub street has been moved southward to provide for more reasonable lot depth (149 feet) if the street is extended in the future. The end of the stub has also been moved 20 feet from the property line. Furthermore, the cul de sac has been redesigned to a more typical circular arrangement.

9. **Detention Basin.** A fence is proposed along the western edge of the detention basin, adjacent to the day care. It no longer fully surrounds the basin.
10. **Plans.** **The revision dates on the plans should be updated to reflect the most recent version 5/7/2021 was the prior version.**
11. **Transition to Single Family Residential.** Per Section 34-3.17.4.E., “In order to provide an orderly transition of density, where the parcel proposed for use as a cluster development abuts a one-family residential district, the planning commission shall determine that the abutting one-family district is effectively buffered by means of one of the following within the cluster development:
 - i. Single-family lots subject to the standards of Section 34-3.1 of this chapter;
 - ii. Detached buildings with setbacks as required by Section 34-3.1 of this chapter for the applicable residential district;
 - iii. Open or recreation space;
 - iv. Changes in topography which provide an effective buffer;
 - v. A major or secondary thoroughfare;
 - vi. Some other similar means of providing a transition;
 - vii. In those instances where the parcel has been qualified for the cluster option under subparagraph 34- 3.17.2.B.i. or where the adjoining land may be used for purposes other than detached one-family dwellings, the planning commission may approve a plan in which the units are attached if the parcel is too small to provide the transition and the greatest setback possible is provided.

This requirement has been addressed on the east side of the site with landscaping, specifically a mix of concolor firs, white pines, and Norway spruces in staggered rows. Also, the plan has been improved with increased side yard setbacks adjacent to existing single family north of the proposed stub street; all units on the east side are separated by 20 feet, matching the standard of the underlying district. The City should make a determination if this constitutes an acceptable transition. The transition screening has now also been included in the dedicated open space of the site, per the open space plan.

Tree Removal (Section 5.18)

1. **Landmark Trees.** 12 landmark trees with a total dbh of 306 inches are proposed to be removed, requiring 26 replacements.
2. **Other Regulated Trees.** 100 other regulated trees are proposed to be removed, requiring 100 replacements.
3. **Total Replacements Required.** 126 total replacement trees are required. 126 replacement trees are provided.

Landscaping

1. **Street Trees.** One street tree is required per lot, and 25 are provided (43 total trees are provided along the street, though some are used to meet other requirements). Street tree requirements are met.

2. **Other Trees.** Screening trees are provided are provided along all three property lines that abut other uses.
3. **Landscape Notes.** The planting and typical snowfence details provided by the applicant appear to meet the standards of the city's landscaping standards.
4. **Detention Basin.** The applicant has attempted to give the detention basin a naturalistic appearance by varying the edge contours from a standard rectangle.
5. A landscape cost estimate is included on Sheet L-1 and appears to be accurate.

Summary of deviations from RA-2 standards:

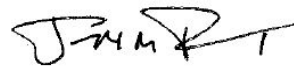
1. The required minimum lot size in the RA-2 district is 15,000 square feet, with an average of 16,500 square feet in any given subdivision. The plan proposes individually owned units without property lines. Outside of the 4.37 acres designated as open space on the plans, there is an average land area of 9,809.7 square feet per unit on this property (17,424 sq feet/unit when the full 10-acre property is considered).
2. Minimum side setbacks in the RA-2 district are 8 feet/20 feet combined total. The plan proposes a minimum of 15 feet of separation between units, and 20 feet between units 1-11.
3. The minimum front setback in the RA-2 district is 35 feet. The plan proposes a minimum front setback of 25 feet to each unit.

We are available to answer questions.

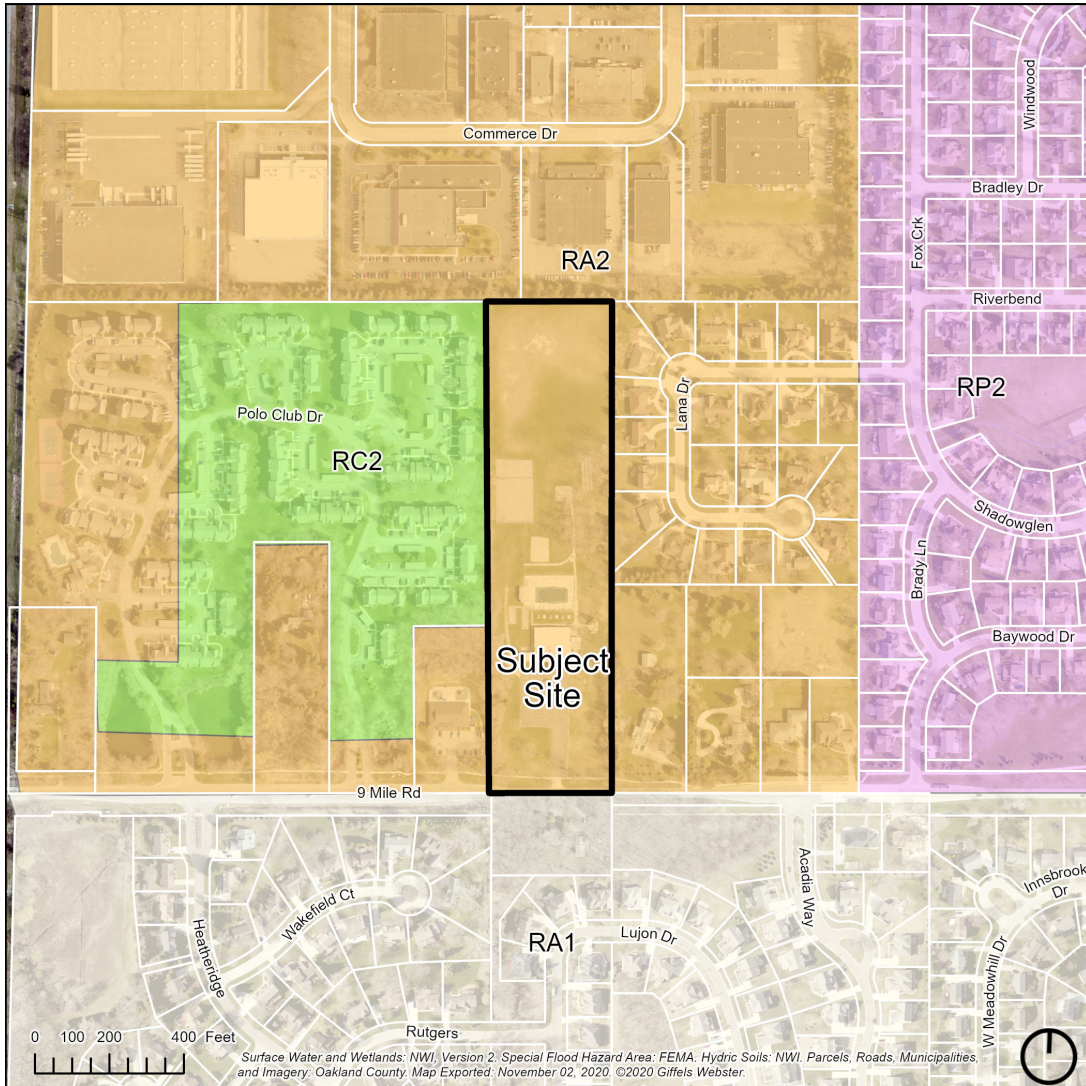
Respectfully,
Giffels Webster



Rod Arroyo, AICP
Partner



Joe Tangari, AICP
Senior Planner





APPROVED 6/14/2021

MINUTES
CITY OF FARMINGTON
HILLS CITY COUNCIL
MEETING MAY 24, 2021 –
7:30 PM

The regular session meeting of the Farmington Hills City Council was held electronically and called to order by Mayor Barnett at 7:30pm.

During roll call, Council members were asked to state their location from where they are attending the meeting remotely.

Council Members Present: Vicki Barnett, Farmington Hills, Michigan
Jackie Boleware, Farmington Hills,
Michigan Michael Bridges, Farmington
Hills, Michigan Valerie Knol,
Farmington Hills, Michigan Ken
Massey, Farmington Hills, Michigan
Mary Newlin, Farmington Hills,
Michigan
Matthew Strickfaden, Farmington Hills,

Michigan Council Members Absent: None

Others Present: City Manager Mekjian, City Clerk Smith, Assistant City Manager
Valentine, Directors Gardiner, Mondora, Monico, Randle and
Skrobola, Police Chief King, Fire Chief Unruh, Planning Consultant
Arroyo and City Attorney Joppich

PLEDGE OF ALLEGIANCE

Mayor Barnett led the pledge of allegiance.

APPROVAL OF REGULAR SESSION MEETING AGENDA

MOTION by Bridges, support by Newlin, to approve the agenda items 1-16.

PUBLIC HEARING

UNEFINISHED BUSINESS

**CONSIDERATION OF APPROVAL OF REVISED CLUSTER SITE AND OPEN SPACE
PLAN 60-10-2020 FOR PROPERTY LOCATED AT 38500 NINE MILE ROAD (TABLED
FROM APRIL 26, 2021).**

Mark Stec, City Planner, explained that City Council held the public hearing for this proposed cluster site plan on April 26, 2021 and at that time postponed determination to come back to Council to allow the developer to address several concerns of Council including density, the 4 homes at the front entrance, additional plantings, changing the roads to from private to public roads and additional fencing to protect children at the daycare center from the detention pond. He noted that at the last meeting the public hearing was held. He noted the changes made to the plan by the proponent.

Mike Noles, representing Pulte Homes of Michigan, commented that they originally started at 30 units and presented 28 units to council at the last meeting. The PC qualified the site for the cluster option due to long narrow shape and that it is in the shadow of industrial and apartments and serves as a transitional piece of property to the residential area. He noted that when he appeared before

Council previously he had approval from engineering, fire and met the planning conditions and received a recommendation of approval from the Planning Commission. He presented slides to highlight the changes to the plan based on comments from the last Council meeting that included:

- Further reduce the number of units
 - Consider public roads
 - Increase the separation between units 1-4
 - Add fencing around the basin with a common property line with the daycare facility
 - Enlarge the open space to the north to make it more inviting
-
- Improve Nine Mile Road views

Mr. Noles added that there was a consensus there was a need for this type of housing in Farmington Hills and that we did qualify as a transitional property, but these were the concerns. He presented slides to show the changes made based on the above comments.

Mayor Barnett acknowledged the letter received from Robert Benninger. She questioned if any other members of the public wished to speak on this item.

Frank Adams stated that his home abuts the back of the property to the east and stated that he would prefer this development over apartments on the site. He suggested that the 3 units on the cul-de-sac at the north end could be re-positioned closer together in order to spread out the homes on the east side of the property.

June Benninger commented on two alternate site plans drawn up by her son that she submitted with their letter to alleviate the density on the east side of the property by flipping the cul-de-sac curve from west to east and moving the 4-bay.

Discussion was held on the alternate plans and Mr. Noles explained the location of the pond and the need for a 15-foot retainer wall on the Benninger property line if the site were flipped and the pond were located on the east side. If they flip the cul-de-sac, it doesn't change anything down by the Benninger property. He discussed what they have already done to accommodate their concerns and noted that the pond was put on the low side of the site as it is good engineering and would be the most efficient.

MOTION by Bridges, support by Massey, that the City Council of Farmington Hills hereby

Councilmembers Knol, Strickfaden and Mayor Pro-Tem Boleware all expressed concern with the density of the property and Councilmember Knol had also suggested staggered conifers that were not included in the revised plan.

Mayor Barnett commented that she was hoping for a more creative solution to the density concerns and more recreational space in the front.

Councilmember Strickfaden questioned the ability to table the issue again for further amendments to the density.

Mr. Noles stated that they would prefer an up or down vote tonight as they have been working on the project for over a year with staff, planning consultants and Planning Commission and have reduced the density from 30 to 26 units and have addressed every single neighbor. He commented that nobody likes development in their back yard but the project is barely feasible now at 26 units. Mr. Noles stated that this is in a transitional zone and it was affirmed by the Planning Commission and the city has a specific ordinance and they met the letter of ordinance as far as setbacks and added buffers so they would appreciate a vote tonight.

MOTION by Bridges, support by Massey, that the City Council of Farmington Hills hereby approves the Cluster Site and Open Space Plan 60-10-2020 dated March 16, 2021; and

IT IS FURTHER RESOLVED, that the City Council approves an escrow deposit of \$124,755 be submitted to ensure completion of the open space plan; and

IT IS FURTHER RESOLVED, that the City Council directs the City Attorney to prepare a cluster agreement setting forth the conditions of approval for City Council consideration and approval; and

IT IS FURTHER RESOLVED, that the City Council directs the City Attorney to prepare and stipulate, on behalf of the City, to entry of an order vacating or dismissing the Consent Judgement in the case of Piemontese Social Club vs. City of Farmington Hills, Oakland County Circuit Court Case No. 75-129064, and Council's approval of this Cluster Site and Open Space Plan is subject to court approval and entry of such an order.

Roll Call Vote:

Yeas: BRIDGES AND MASSEY

Nays: BARNETT, BOLEWARE, KNOL, NEWLIN AND STRICKFADEN

Absent:

N

ONE

Abstentions:

NONE

MOTION FAILED 2-5.

ADJOURNMENT

MOTION by Knol, support by Massey, to adjourn the regular session meeting at 1:05am.

Roll Call Vote:

Yeas: BARNETT, BOLEWARE, BRIDGES, KNOL, MASSEY, NEWLIN AND STRICKFADEN

Nays: NONE

Absent: NONE

Abstentions: NONE

MOTION CARRIED 7-0.

Respectfully submitted,



Pamela B. Smith, City Clerk

September 22, 2021

City of Farmington Hills

31555 W. Eleven Mile Road
Farmington Hills, MI 48336

Attention: Marc Stec, City Planner
Regarding: Chasewood Villas – Proposed Privacy Fence
Case: Cluster Site Plan 60-10-2020

Dear Mr. Stec:

In response to neighbor requests, Pulte Homes of Michigan is proposing to install a **6' high vinyl privacy fence**, along select areas of the Chasewood site. **The fence will be located in accordance with neighbor feedback.** The existing security fence with barbed wire will be removed. The proposed 6' high vinyl fence will be low maintenance and will offer additional privacy and security. The attached drawing shows the area where the fence is proposed. There is NO CHANGE to the landscaping proposed as a result of the fence addition. ***The total number of trees indicated on the plan will still be planted on the Chasewood property.***

Adjacent property owners responded as follows:

Benninger's specifically **requested a fence**. They indicated their support for the project was conditioned on the addition of a fence. We are **proposing a fence along their entire property line**.

Tree Huggers specifically **requested a fence**. We deleted the previously proposed a 4' chain link and replaced it with a 6' privacy **fence proposed along their entire property line**.

Ciolfi indicated their **opposition to a fence** along their property line. In accordance with their request, Pulte is **NOT providing a fence along the Ciolfi property line**.

Adams indicated their **indifference to a fence** along their property line. Pulte is **NOT proposing a fence along their property line**.

Fadia, Jerrod, and Campbell did not correspond directly with us, but their neighbors indicated these residents were **opposed to a fence**. In accordance with the feedback received, Pulte is **NOT proposing a fence along their property line**.

Randolph, the Industrial users, and the Polo Club did not correspond with us. We are **proposing a fence along the Polo Club property line for the benefit of future residents**. Pulte is **NOT proposing a fence along the Randolph or Industrial property line**.

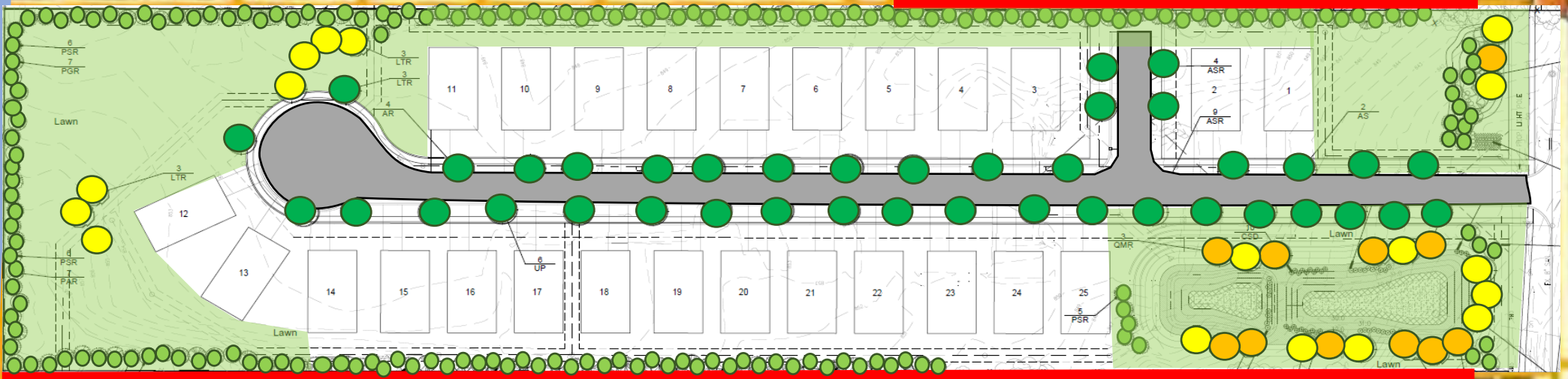
If you have questions or require anything further, please do not hesitate to contact me.

Sincerely,

THE UMLOR GROUP



Michael Noles
Vice President



**CITY OF FARMINGTON HILLS
CITY COUNCIL PUBLIC HEARING NOTICE**

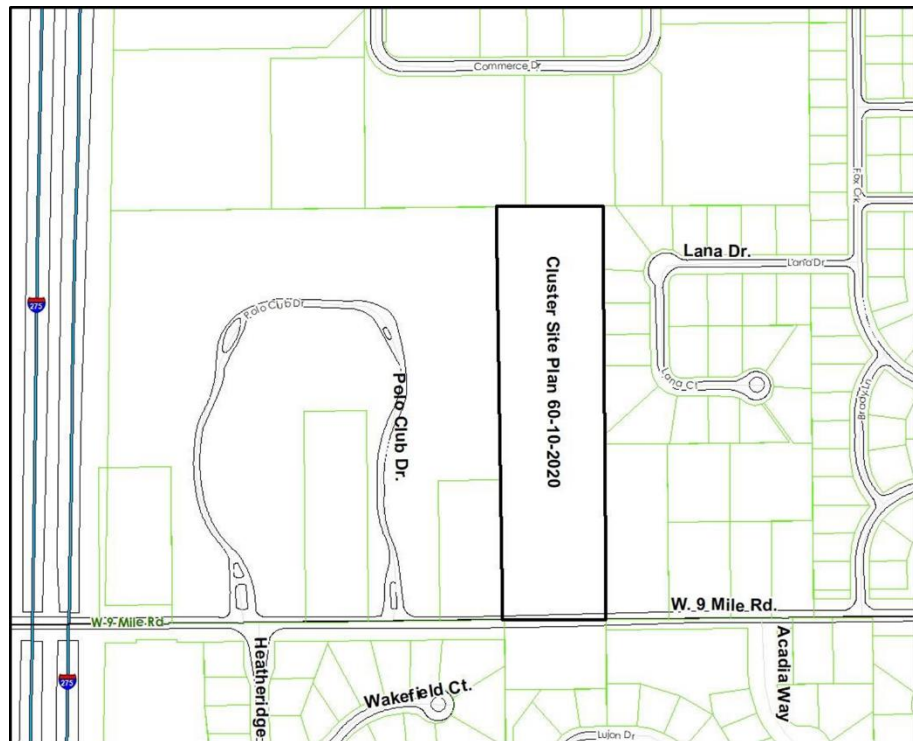
www.fhgov.com

DATE: September 27, 2021
TIME: 7:30 P.M.
PLACE: The HAWK
Farmington Hills Community Center, Harrison Hall
29995 W. Twelve Mile Rd., Farmington Hills, MI. 48334
ITEM: Cluster Site Plan 60-10-2020

The Farmington Hills City Council will give formal consideration to an application for a One-Family Cluster Option Site Plan (Cluster Site Plan 60-10-2020). The applicant in this matter, Pulte Homes of Michigan, seeks an approval by City Council of a Cluster Option Site Plan in order to develop twenty-five (25) detached one-family homes in an RA-2, One Family Residential District. The property involved is located at 38500 W. Nine Mile Road.

The parcel being more particularly described as: Parcel I.D. 22-23-30-300-019 TIN, R9E, SEC 30 E 330 FT OF S 1320 FT of SW ¼ 10 A, City of Farmington Hills, Oakland County, Michigan.

Any person who is interested is invited to participate in the discussion on this matter in person. Written comments may be submitted to the City of Farmington Hills, Clerk's Office, 31555 W. Eleven Mile, Farmington Hills, MI 48336, during regular business hours prior to the Public Hearing. The application may be reviewed at the Planning Department on any business day between 8:30 a.m. and 4:30 p.m.



Edward R. Gardiner,
Director of Planning & Community Development
Phone: 248-871-2540
e-mail: egardiner@fhgov.com
Publish: September 12, 2021

Procedures for accommodations for persons with disabilities:

NOTE: Anyone planning to attend the meeting who has need of special assistance under the Americans with Disabilities Act (ADA) is asked to contact the City Clerk's Office at 248-871-2410 at least two (2) business days prior to the meeting, wherein necessary arrangements/accommodations will be made. Thank you.



Inter-Office Correspondence

DATE: September 22, 2021 (City Council Meeting September 27, 2021)

TO: Gary Mekjian, City Manager

FROM: Edward Gardiner, Director, Planning
and Community Development Department

SUBJECT: Revised Planned Unit Development (PUD) Plan 2, 2021

Request: Final Approval of PUD Plan

Proponent: Optalis Healthcare

Owner: Evangelical Homes of Michigan

Sidwell: 22-23-12-476-008

Zoning District: RA-1B, One Family Residential

Master Planned: Single-Family Residential, Special Residential Planning Area 3

Location: 27400 Twelve Mile Road

Description: The proponent has submitted for City Council consideration a **Revised Planned Unit Development (PUD) Plan** to redevelop a 31.5-acre parcel of property located at 27400 Twelve Mile Road. The project proposes to utilize the site for a skilled nursing facility and 136 single-family townhomes. The parcel is zoned RA-1B One-Family Residential. The site is also designated as Historic District #507, Sarah Fisher Home.

This proposed PUD plan was first presented to City Council for public hearing and consideration of approval at its May 24, 2021, meeting. Revised plans were presented to City Council at its August 9, 2021, meeting ([minutes](#)). After discussion and hearing comments from the public, City Council passed a motion to postpone the request to the September 13, 2021, meeting. The proponent submitted a request to be postponed to the September 27 meeting.

At the request of City Council, a meeting was held with the project proponent and City Staff on August 30th to discuss possible economic assistance that may be available for the project.

The proponent has submitted revised plans for review by council at the September 27th meeting. A complete review of the revised plan is included in the attached **September 7, 2021, Giffels Webster Zoning Review Report**. The following is summary of the proposed changes to the plans:

- The number of units proposed in townhome residential portion of the plan has been reduced from 154 to 136 units, in 27 buildings. The number of units in each building ranges from 4 to 7. The total number of rooms proposed is 408.
- The proposed height of the townhome buildings is shown to be 35 feet/3 stories
- Various amenities have been identified in the common areas and courtyards throughout the townhome portion of the development
- The plan includes parking spaces dedicated as EV charging stations
- The closest setback from Cheswick Dr. for the townhome buildings has been increased to 28 feet.
- A 75-foot rear yard setback from the western property line abutting the Hickory Oaks single-family subdivision is proposed for the townhomes. The minimum required rear yard setback in the under-lying RA-1B zoning district is 35 feet.
- The overall layout for the proposed skilled nursing facility on the southern portion of the property remains unchanged in the revised plans. However, several additional amenities are stated to be provided within the skilled nursing portion of the site.
- The revised plans do not include the following required sheets:
 - Landscape treatment plan for open space areas, streets, and border/transition areas to adjoining properties
 - Revised preliminary grading plan
 - Contemplated water distribution, storm, and sanitary sewer plans
 - Revised project narrative.

Public Notification: The required public hearing notice was sent to all property owners within 300 feet of the PUD request, Council of Homeowners' Associations (COHA), City of Southfield, and the Greater Farmington Area Chamber of Commerce and advertised in the Farmington Observer in compliance with all State and City requirements for the May 24, 2021, meeting. Since the advertised public hearing was opened and closed at the May 24th meeting and the proposal was subsequently postponed to a date at the August 9th, and September 13th meetings, no additional public notice was required.

Possible Council Actions:

Resolution of Approval:

If the City Council elects to proceed with the approval of PUD Plan 2, 2021, the following form of motion is offered at this point in the process:

Resolve that the application for approval of PUD Plan 2, 2021 dated August 25, 2021, is granted;

And further resolve that the City Attorney prepare the appropriate PUD agreement which stipulates the final PUD approval conditions and authorizes the identified zoning deviations for City Council consideration and final approval.

Denial of Proposal:

If the City Council elects to deny PUD Plan 2, 2021, the following form of motion is offered:

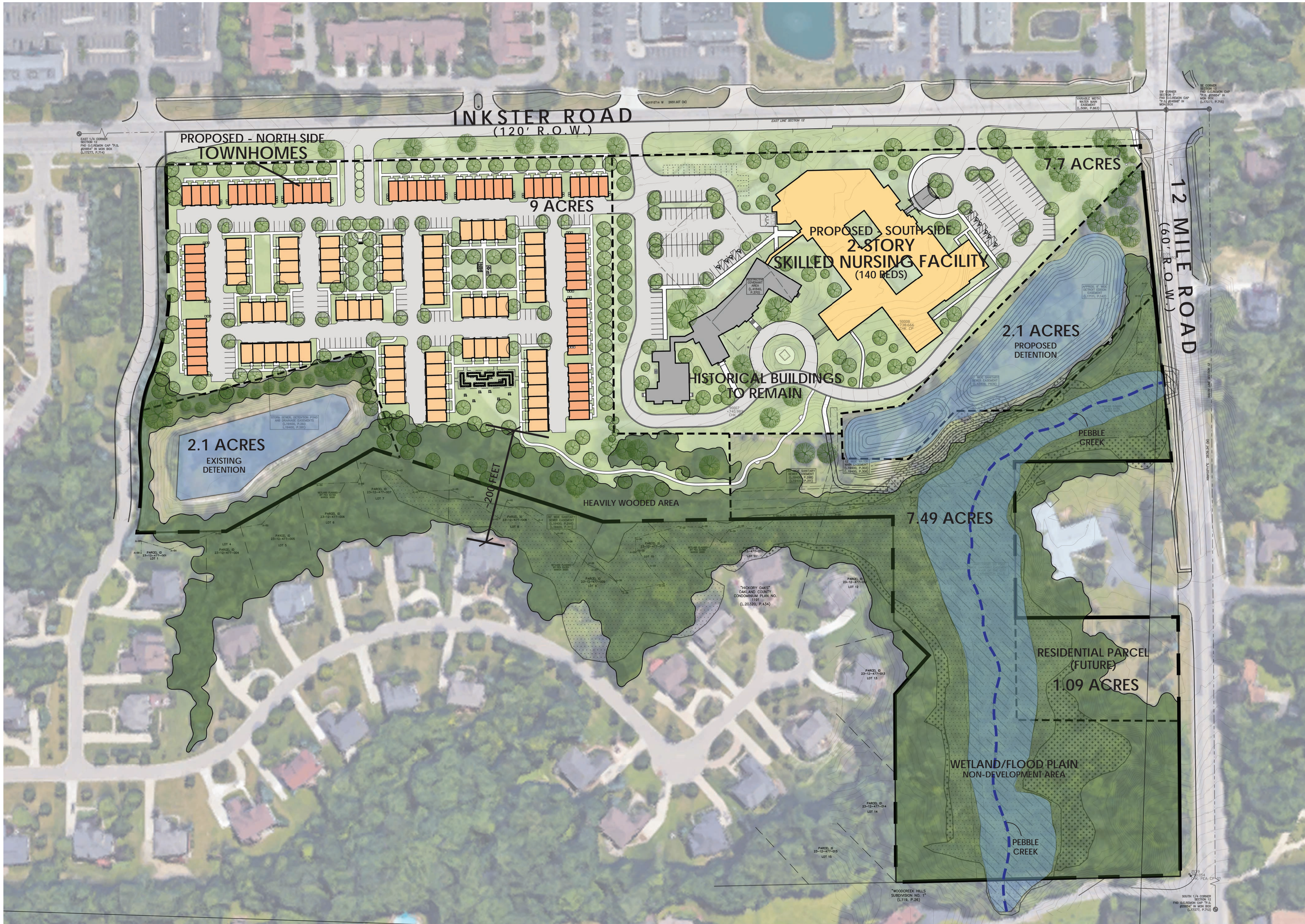
Resolve that the application for approval of PUD Plan 2, 2021 dated August 25, 2021, is denied because it does not meet all provisions set forth in Section 34-3.20 of the Zoning Ordinance and the proposed development will adversely affect the public health, welfare, and safety for the following reasons: [*Indicate reasons the PUD does not meet the requirements of Section 34-3.20 and/or will have the adverse effect described above.*]

Department Authorization by: Edward R. Gardiner, Director of Planning and Community Development

Prepared by: Mark Stec, City Planner

E-mail Attachments:

- [Revised PUD Plan dated August 25, 2021](#)
- [August 9, 2021, City Council meeting minutes](#)
- [September 7, 2021, Giffels Webster Zoning Review Report](#)



SITE DATA

NOTE: ALL INTENSITY AND DIMENSION DATA NOTES, REQUIRED OR ALLOWED, ARE BASED ON RC-3 ZONING STANDARDS.

ZONING	EXISTING	RA-IB (ONE FAMILY RESIDENTIAL)
	PROPOSED	PUD W/ RC-3 BASE STANDARDS

SITE AREA	INKSTER R.O.W.	2.02 ACRES
	EXISTING DETENTION (NORTH)	2.1 ACRES
	PROPOSED DETENTION (SOUTH)	2.1 ACRES
	USABLE (NET)	25.28 ACRES
	PROPOSED SNF PARCEL	7.7 ACRES
	PROPOSED APARTMENTS PARCEL	9 ACRES
	RESIDENTIAL PARCEL (FUTURE ON 12 MILE)	1.09 ACRES
	NON-DEVELOPMENT AREA	7.49 ACRES
	OVERALL PARCEL (GROSS)	31.50 ACRES

SOUTH SIDE - SNF BUILDING		
HEIGHT	ALLOWABLE	30 FEET
	PROPOSED	30 FEET/2 STORIES

LOT COVERAGE		
	ALLOWABLE	35%
	PROPOSED	15.5%

OPEN SPACE		
REQUIRED	IN RC DISTRICTS THE SITE SHALL CONTAIN NOT LESS THAN ONE THOUSAND (1,000) SF OF OPEN SPACE FOR EACH BED IN THE HOME (140 BEDS X 1,000 SF/BED)	140,000 SF 3.2 ACRES
PROVIDED	(EXCLUDES INKSTER R.O.W.)	335,412 SF 7.7 ACRES

SETBACKS	REQUIRED	PROVIDED
FRONT	50 FEET	30 FEET
SIDES	20/40 FEET	>20 FEET
REAR	20 FEET	>20 FEET

BUILDING AREAS		
EXISTING	ADMINISTRATION BUILDING	15,000 SF
	COTTAGE BUILDINGS #6	4,600 SF
	TOTAL	19,600 SF

SKILLED NURSING ADDITION		
	1ST FLOOR	54,700 SF
	2ND FLOOR	34,910 SF
	TOTAL	89,610 SF

BED COUNT/AREA		
PRIVATE ROOMS		140 BEDS
	336 SF (GROSS)	
	322 SF (NET)	

PARKING REQUIRED	CONVALESCENT HOME - (ONE(1) SPACE FOR EACH FOUR (4) BEDS)	35 SPACES
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PROVIDED	STAFF PARKING	60 SPACES
	PUBLIC PARKING	49 SPACES
	TOTAL	109 SPACES

LANDBANKED PARKING	18 SPACES
TOTAL	127 SPACES

NORTH SIDE - TOWNHOMES		
PROPOSED UNITS (136 BUILDINGS TOTAL)		
	ASPEN UNITS	64 UNITS (47%)
	PULLMAN UNITS	72 UNITS (53%)
	TOTAL	136 UNITS

PROPOSED DENSITY	14.95 DU./AC.
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HEIGHT		
	PROPOSED	35 FEET/3 STORIES (MEASURED FROM MIDPOINT OF ROOF)

SETBACKS	REQUIRED	PROVIDED
FRONT	15 FEET	28 FEET
SIDES	20/40 FEET	45 FEET
REAR	20 FEET	>70 FEET

PARKING		
	GARAGE PARKING	208 SPACES
	SURFACE PARKING	85 SPACES
	TOTAL	293 SPACES

PARKING DISTRIBUTION	2.15 SPACES/DU.
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SITE PLAN



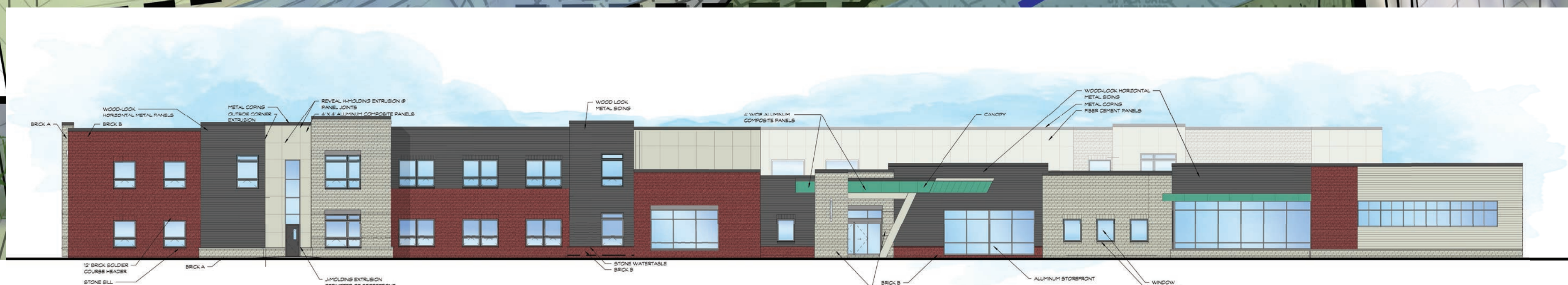
0 40' 80' 160'



PUBLIC AMENITIES

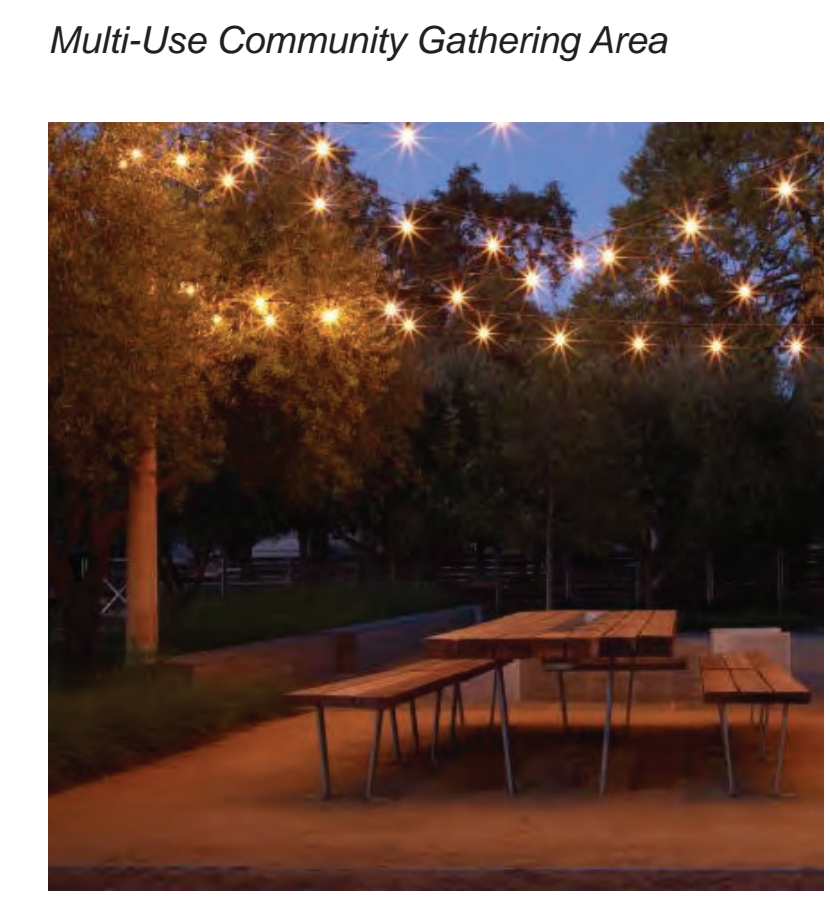
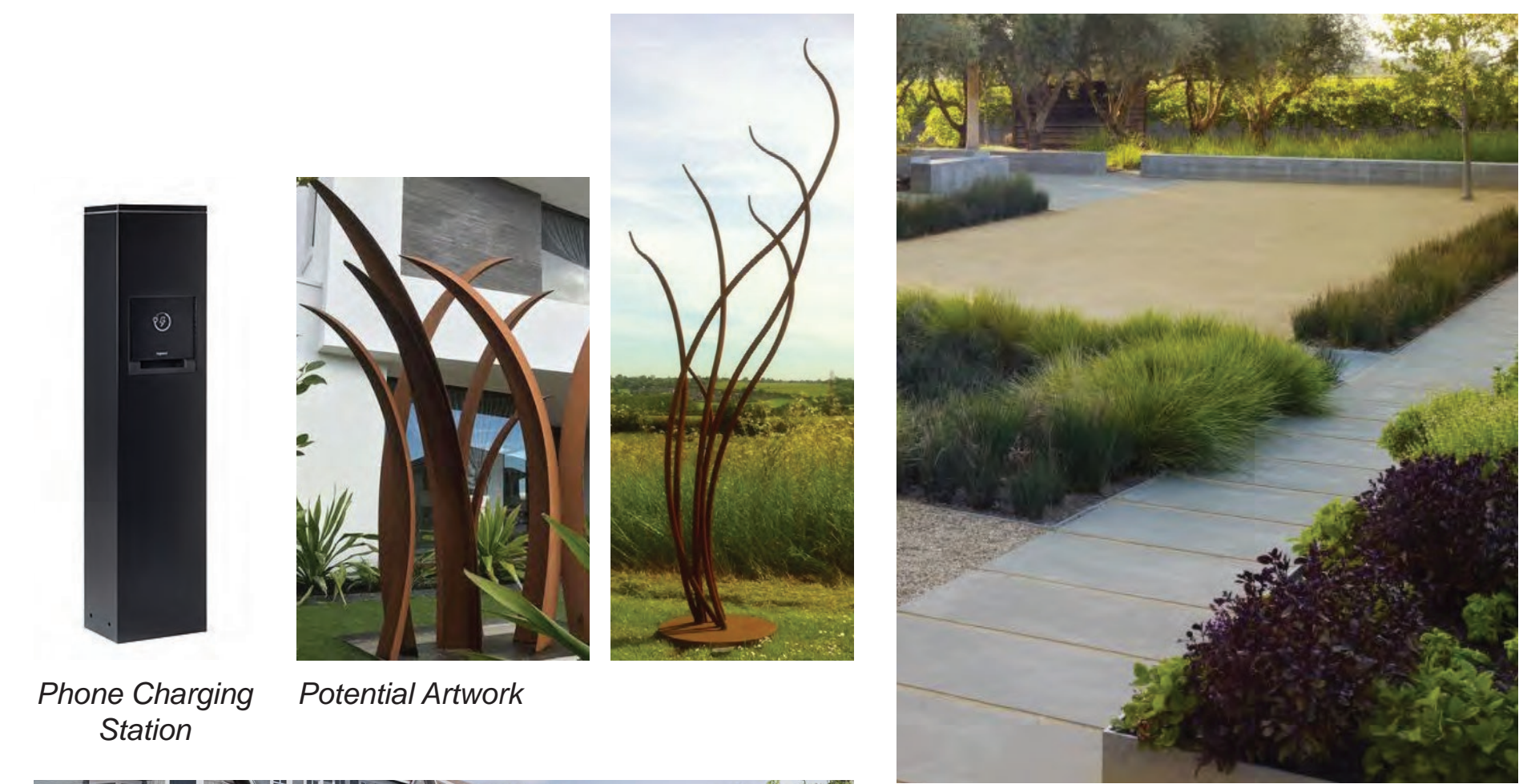
- ELECTRIC VEHICLE CHARGING STATIONS (4)
- SITE PREPPED FOR 20 ADDITIONAL ELECTRIC VEHICLE CHARGING STATIONS
- SCULPTURE PARK & PATIO
- BIKING/WALKING TRAIL
- PUBLIC HIGH-SPEED WIFI
- BIKE RACKS
- SITE PREPPED FOR FUTURE AUTONOMOUS TRAVEL
- FUTURE 3D MAPPING PROJECTOR

SKILLED NURSING FACILITY - SOUTHEAST ELEVATION



N  **SITE PLAN**
0 40' 80' 120' SOUTH SIDE - SNF

OPTALIS GROUP
SARAH FISHER
FARMINGTON HILLS MICHIGAN
FSP FUSCO, SHAFFER & PAPPAS, INC.
ARCHITECTS & PLANNERS
350 E. NINE MILE RD.
FERNDALE, MICHIGAN 48220
PHONE 248.543.4100 FAX 248.543.4141
www.tsparchitects.com
AUGUST 20, 2021



Site Data:

Gross Site Area:	12.19 Ac.
Net Site Area:	9.10 Ac.*
*Less R.O.V. & Pond Esmt.	
Proposed Units:	136
- Aspen Units:	64
- Pullman Units:	72
Proposed Density:	14.95 Du. / Ac.
Building Setbacks:	
- Front Yard:	28' min.
- Building Separation:	15' min.
Parking:	
- Garage Parking:	208 spaces
- Guest Parking:	85 spaces
- Parking Distribution:	2.15 spaces / Du.

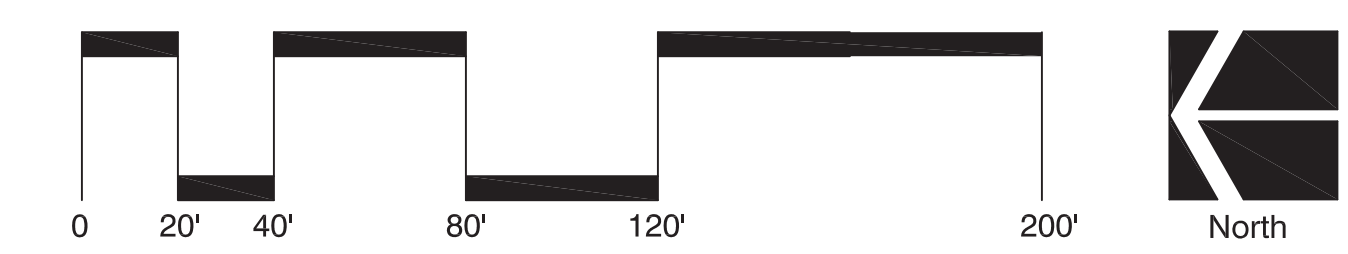
Prepared For: Robertson Brothers Homes
 6905 Telegraph Road - Suite 200
 Bloomfield Hills, MI 48301
 (248) 657-4968

Prepared By: Land Design Studio
 750 Forest Avenue - Suite 101
 Birmingham, MI 48009
 (248) 594-3220

Site Plan Rendering

Fisher Property, Farmington Hills, Michigan
 Robertson Brothers Homes

August 2021



APPROVED 8/23/2021

MINUTES
CITY OF FARMINGTON HILLS
CITY COUNCIL MEETING
AUGUST 9, 2021 – 7:30 PM

The regular session meeting of the Farmington Hills City Council was called to order by Mayor Barnett at 7:32pm.

Council Members Present: Barnett, Boleware, Knol, Massey, Newlin and Strickfaden

Council Members Absent: Bridges

Others Present: City Manager Mekjian, City Clerk Smith, Assistant City Manager Valentine, Directors Gardiner, Mondora, Monico and Skrobola, Planning Consultant Arroyo and City Attorney Joppich

PLEDGE OF ALLEGIANCE

Mayor Barnett led the pledge of allegiance.

APPROVAL OF REGULAR SESSION MEETING AGENDA

MOTION by Knol, support by Massey, to approve the agenda as amended to include consideration of entering into a closed session for purposes of discussing a written confidential and privileged attorney client letter with the city attorney.

Roll Call Vote:

Yeas: BARNETT, BOLEWARE, KNOL, MASSEY, NEWLIN AND STRICKFADEN

Nays: NONE

Absent: BRIDGES

Abstentions: NONE

MOTION CARRIED 6-0.

UNFINISHED BUSINESS

CONSIDERATION OF REVISED PLANNED UNIT DEVELOPMENT PLAN 2, 2021 LOCATED AT 27400 TWELVE MILE ROAD DATED JULY 23, 2021 (POSTPONED FROM JULY 12, 2021).

Ed Gardiner, Director of Planning and Community Development, explained that consideration of this Planned Unit Development (PUD) Plan was before Council for review at their meeting held May 24, 2021, at which time Council postponed any action and then again further postponed the item on July 12, 2021 to allow the proponent time to submit revised plans to address concerns expressed by residents and Council members. He noted that the proponent was present to discuss the revised plan as was the City's Planning Consultant to provide their report.

Raj Patel, proponent, stated that he presented most of the information regarding the skilled rehabilitation center for the site and discussed the various challenges of the site with historical buildings and grading. He presented photos of the site and inside of the existing buildings. Mr. Patel presented plans for the residential area of the site noting that they are proposing to partner with Robertson Brothers to build townhomes rather than apartments as the Council expressed the desire for owner-occupied dwellings over rentals. He noted that they are trying to find a balance for a plan that is economically feasible and works with the challenges of the site.

Tim Loughrin, Director of Land Acquisition for Robertson Brothers, presented his proposal to build townhouses on the site showing concept drawings and floor plans for the proposed units. He discussed

proposed amenities and mentioned several developments they had built in the area.

Rod Arroyo, Giffels Webster, reviewed the proposed plan on behalf of the city noting that the new plan calls for 152 townhouses with 462 rooms-an increase in density over the previous plan, the height of the townhouses has not been provided and appear to be different heights, the courtyard layout is a positive design feature of the site and 18 overall spaces have been landmarked but still does not meet minimum requirements several setbacks do not meet required minimums. He noted that the revised plan is also missing required elements such as landscape plans, revised preliminary grading plans, water distribution, storm and sanitary sewer plans and a revised project narrative.

Considerable discussion was held by all members of Council and the following concerns/comments were expressed:

- Density is too high
- Concern over proposed setbacks
- More information requested on the height of the buildings
- Would like insurance that the townhouses would be owner-occupied
- Too much parking, especially since the townhouses will have garages
- Concern with the number of beds for the skilled nursing building and it becoming long-term nursing
- Concern with the aesthetics of the nursing facility compared to the proposed townhouses
- Questioned if the townhouses would include electric vehicle charging stations in the garages
- Questioned if the streets would be public or private
- Lack of landscaping plans and hard to visualize the open space areas with landscaping
- Preference for upper-scale ranch units
- Suggested mixed-use development with more density along Inkster and less density closer to the neighboring subdivisions

In response to Council comments, Mr. Patel responded at that the skilled nursing facility would include 120-140 beds with mostly short-term residents; however, there is always a small percentage that will be long-term. He stated that with regard to aesthetics, the two nursing facility is several hundred feet away

from the townhouses and it will appear as two completely different developments on the site. He added that they partnered with Robertson Brothers and asked them to provide the best layout for the site and did not dictate density for their plan.

Mr. Loughrin responded that since they were just brought into the project and their plans were concept plans at this point, he was not sure of the building heights at this time but the flat roof townhouses would be over 35 feet and the traditional pitch roof would be under 35 feet. He addressed the setbacks and commented that they could modify some to pull those back. He stated that through the master deed they will limit the number of townhouses that could be rented to 10 percent, they provide charging stations for all units, the plan is for private streets and the homeowners association would maintain the site and there would be normal garbage service so no dumpsters would be on site. He stated that they would definitely be providing more landscape plans. With regard to density, he is willing to look at the edges of the site and feels that this would reduce the density to some degree; however, the project is not economically feasible at 8-10 units per acre. He added that having ranch units on the site would not work with this 9-acre parcel and also would not be economically feasible. Mr. Loughrin added that they are willing look a mixed- use development and putting high density near Inkster as suggested but just are not sure how that might work.

Mayor Barnett mentioned that several members of the public wanted to speak on this issue.

Jeff Dawkins, resident, expressed concern with the 3-story buildings and density.

Scott Griffin, Hickory Oaks, also expressed concern with the proposed density noting that it is almost twice of what single-family residential would allow.

Linda Roberts, Hickory Oaks, commented that the plan does not compliment their neighborhood.

Mr. Patel commented that they had extensive conversations around density and met with many of the residents and have reviewed many different options for the site; but with the challenges of the site and cost to develop, he feels that is the reason it was not developed in the past. He feels that both he and Mr. Lochlin are the best in the business at what they do and could make the site beautiful and be good neighbors.

Mr. Loughrin added that the cost of development has significantly increased. He noted that they could review increasing the setbacks in a few areas that will ultimately reduce the density around the edges. He understood the concerns of the residents but mentioned that there will be a significant tree buffer with the proposed development being 135 feet from the neighbors at the closest point.

Attorney Joppich mentioned to City Council that this evening they would be approving the plan in front of them and once approved, elements of that approved plan are put into more detail through a PUD agreement that would come back to Council for consideration.

It was suggested that the city review again options for incentives such as through Brownfield or with the Historic District Commission and to invite the Historic District Commission if there is another meeting.

Discussion was held on postponing consideration of the plan to allow for revisions. Mr. Loughrin stated that they should be able to get revisions to the plan in by the end of the week to come back to the next meeting.

MOTION by Knol, support by Boleware, that the City Council of Farmington Hills hereby postpones the consideration of approval of revised Planned Unit Development 2, 2021 located at 27400 Twelve Mile Road to no later than September 13, 2021.

MOTION CARRIED 6-0.

session.

ADJOURNMENT

MOTION by Massey, support by Newlin, to adjourn the regular session City Council meeting at 11:17pm.

MOTION CARRIED 6-0.

Respectfully submitted,



Pamela B. Smith, City Clerk

September 7, 2021

Updated 9/23/2021 based on new information

Farmington Hills Planning Commission

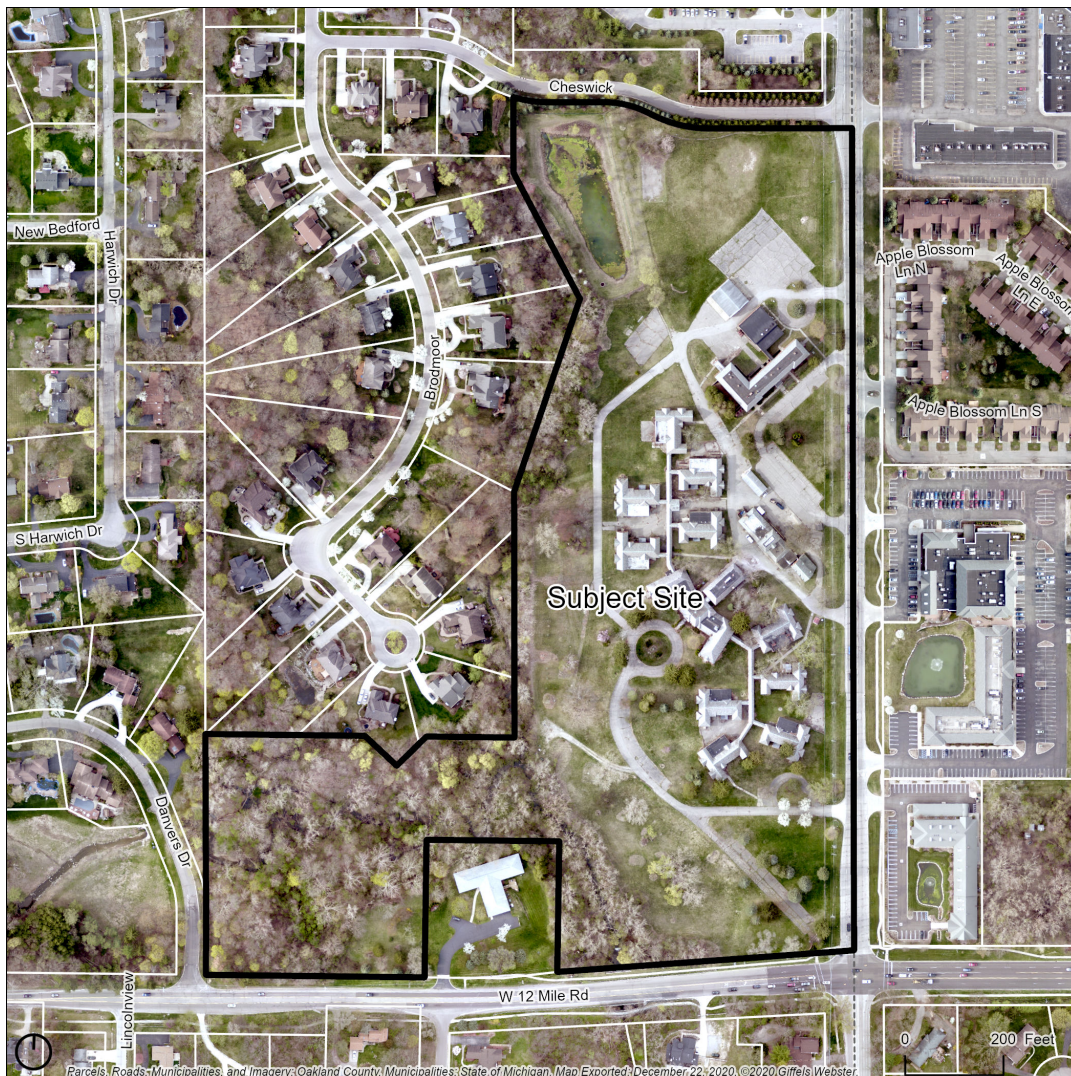
31555 W 11 Mile Rd

Farmington Hills, MI 48336

PUD Qualification – Final Determination

Case: PUD 2, 2021
 Site: 24700 12 Mile Rd (Parcel ID 22-23-12-476-008)
 Applicant: Optalis Healthcare
 Application Date: 2/22/2021; plans revised 8/25/2021
 Zoning: RA1B One Family Residential District (26,000 square feet)

We have completed a review of the application for final PUD qualification referenced above and a summary of our findings is below. Items in **bold** require specific action by the Applicant. Underlined text in this review directly addresses changes in the proposal from the last Council review.



SUMMARY OF FINDINGS

Existing Conditions

- 1. **Zoning.** The site is currently zoned RA1B One Family Residential District (26,000 square feet).
- 2. **Existing site.** The site is 31.5 acres and is developed with an abandoned orphanage consisting of 15 buildings. Pebble Creek runs along the western edge of the property, and through the southern portion.
- 3. **Adjacent Properties.**

Direction	Zoning	Land Use
North	RA1B	Residential access street
East (Southfield)	RT Attached Single Family/OS Office Service	Townhomes/medical office
South	RA1	Single family homes
West	RA1B	Single family homes

- 4. **Site configuration and access.** The site is currently accessible from Inkster Road via five driveways.

PUD Qualification:

Under Section 34-3.20.2, the Planning Commission may make a determination that the site qualifies for a PUD based on the following criteria and procedures. **At its meeting on January 21, 2021, the Planning Commission granted preliminary PUD qualification approval to the site, citing the plan’s compliance with all objectives under Section 34-3.20.2.E. except for objective v. (see discussion of E below). At the time, several commissioners expressed concerns about the original layout and density of the multi-family component of the plan. The applicant is now seeking final qualification, but is not seeking site plan approval concurrent with final qualification. Preliminary approval is not a guarantee of final approval.**

The City Council first considered this application for Planned Unit Development at its meeting on May 24th, 2021. At this meeting, Council postponed the matter to provide the applicant with time to revise the residential portion of the plan. Council’s principal concerns were summarized in the approved minutes for this meeting as follows:

- **Lack of imagination for the residential portion on the north end of the site and lack of amenities**
- **Prefer owner-occupied dwellings over apartments with more amenities such as a pool or courtyard area with fire pits or other gathering areas**
- **Density of the residential area was too high**
- **Too much parking area in the residential area – suggested exploring underground parking**

Criteria for qualifications. In order for a zoning lot to qualify for the Planned Unit Development option, the zoning lot shall either be located within an overlay district or other area designated in this chapter as qualifying for the PUD option, or it must be demonstrated that all of the following criteria will be met as to the zoning lot:

- A. The PUD option may be effectuated in any zoning district.

- B. The use of this option shall not be for the sole purpose of avoiding the applicable zoning requirements. Any permission given for any activity or building or use not normally permitted shall result in an improvement to the public health, safety and welfare in the area affected. *In addition to relief from ordinance standards, the applicant is proposing a mix of skilled nursing and multi-family uses, neither of which are permitted in the RA1B district.*
- C. The PUD shall not be utilized in situations where the same land use objectives can be accomplished by the application of conventional zoning provisions or standards. Problems or constraints presented by applicable zoning provisions shall be identified in the PUD application. Asserted financial problems shall be substantiated with appraisals of the property as currently regulated and as proposed to be regulated. *The use of the site has long since ceased, but orphanages are not a permitted use in the RA1B district, and are instead permitted in the RC-1, RC-2, RC-3, and SP-1 districts, as governed by Section 34-4.17, and so would be a nonconforming use in the district. The plan proposes a mix of uses that are permitted in the three RC districts listed above; the arrangement of the site shown on the conceptual plans requires several deviations from the standards of those districts.*
- D. The Planned Unit Development option may be effectuated only when the proposed land use will not materially add service and facility loads beyond those contemplated in the Future Land Use Plan unless the proponent can demonstrate to the sole satisfaction of the city that such added loads will be accommodated or mitigated by the proponent as part of the Planned Unit Development. *The number of apartment units proposed on the site's northern half clearly exceeds the number of single-family units that could be built on the full site under current zoning. The applicant has now provided a traffic study, addressed under "Conceptual Site Plan and Use" below. See also: engineering's comments regarding utility infrastructure in this area of the city.*
- E. The Planned Unit Development must meet, as a minimum, one of the following objectives of the city:
- i. **To permanently preserve open space or natural features because of their exceptional characteristics or because they can provide a permanent transition or buffer between land uses.**
 - ii. **To permanently establish land use patterns which are compatible or which will protect existing or planned uses.**
 - iii. **To accept dedication or set aside open space areas in perpetuity.**
 - iv. **To provide alternative uses for parcels which can provide transition buffers to residential areas.**
 - v. To guarantee the provision of a public improvement which could not otherwise be required that would further the public health, safety, or welfare, protect existing or future uses from the impact of a proposed use, or alleviate an existing or potential problem relating to public facilities.
 - vi. **To promote the goals and objectives of the Master Plan for Land Use.**
 - vii. **To foster the aesthetic appearance of the city through quality building design and site development, the provision of trees and landscaping beyond minimum requirements; the**

preservation of unique and/or historic sites or structures; and the provision of open space or other desirable features of a site beyond minimum requirements.

viii. To bring about redevelopment of sites where an orderly change of use is determined to be desirable.

*The applicant did not update and re-submit this portion of the PUD narrative; this letter carries forward the original narrative. Though only one objective must be met by the plan, the applicant’s narrative directly addresses all eight objectives, except for objective v. **As noted above, the planning commission cited all objectives except for objective v when granting preliminary PUD qualification in January, 2021.***

Objectives i, ii, iii, and vii are all addressed primarily via the preservation of trees along Inkster Road, large wooded areas on the western edge of the site, and the topography and other natural conditions of Pebble Creek in the southern portion of the site. To further address item ii, the applicant notes that the use provides a transition from the medical and office uses across Inkster to the single family uses to the west. The further address objective vii, the applicant notes that the administration building will be preserved and visible from Inkster Road, while the adjoining skilled nursing facility will be designed to complement it, with high-quality materials. The applicant similarly promises high-quality materials and design on the multi-family buildings.

The applicant makes the case that objective iv. is met by placing the largest new building further from single family uses than the preserved building, and providing additional screening to the west, in addition to the woodlands and watercourse that are already present.

Regarding objective vi, the applicant asserts that goals of the 2009 Master Plan will be met by the plan, noting that the site will serve as a transitional property between more intensive uses east of Inkster and less intensive uses to the west, while preserving a historic building and improving access management. The goals of the Master Plan for Special Residential Planning Area No. 3, which covers this site, are addressed in detail later in this review.

Regarding objective viii, the applicant cites similar factors to the response to objective vi.

F. The PUD shall not be allowed solely as a means of increasing density or as a substitute for a variance request; such objectives should be pursued through the normal zoning process by requesting a zoning change or variance.

Given that both the proposed uses are not permitted in the underlying district, and that the plan would require variances in the districts that do permit those uses, it appears that the PUD is not sought solely to avoid a variance. A PUD is recommended for the site in the 2009 Master Plan.

Request for final determination. Per Section 34-3.20.5.B, the following must be submitted when seeking final determination of PUD qualification:

a. A boundary survey of the exact acreage being requested done by a registered land surveyor or civil engineer (scale not smaller than one inch equals one hundred (100) feet).	√
b. A topographic map of the entire area at a contour interval of not more than two (2) feet. This map shall indicate all major stands of trees, bodies of water,	√

wetlands and unbuildable areas (scale: not smaller than one inch equals one hundred (100) feet).	
c. A proposed land use plan indicating the following at a scale no smaller than one inch equals one hundred (100) feet (1" = 100'):	√
(1) Land use areas represented by the zoning districts enumerated in Section 34-3.1.1 through Section 34-3.1.30 of this chapter.	√
(2) Vehicular circulation including major drives and location of vehicular access. Preliminary proposals as to cross sections and as to public or private streets shall be made.	√
(3) Transition treatment, including minimum building setbacks to land adjoining the PUD and between different land use areas within the PUD.	√
(4) The general location of nonresidential buildings and parking areas, estimated floor areas, building coverage and number of stories or height.	√
(5) The general location of residential unit types and densities and lot sizes by area.	√
(6) A tree location survey as set forth in Section 34-5.18, Tree Protection, Removal and Replacement.	√
(7) The location of all wetlands, water and watercourses and proposed water detention areas.	√
(8) The boundaries of open space areas that are to be preserved and reserved and an indication of the proposed ownership thereof.	√
(9) A schematic landscape treatment plan for open space areas, streets and border/transition areas to adjoining properties.	*
d. A preliminary grading plan, indicating the extent of grading and delineating any areas which are not to be graded or disturbed.	*
e. An indication of the contemplated water distribution, storm and sanitary sewer plan.	*
f. A written statement explaining in detail the full intent of the applicant, indicating the type of dwelling units or uses contemplated and resultant population, floor area, parking and supporting documentation, including the intended schedule of development.	*

*These elements need to be updated to reflect changes to the plans.

The applicant has submitted a package meeting the minimum requirements for final determination; however, the four elements above need to be updated to reflect the revised plans. As noted above, this is not a submission for site plan, landscape plan, and tree protection plan approval; all of these will need to be submitted with full detail if the City Council grants a final determination that the site qualifies for a PUD.

Conceptual Site Plan & Use:

1. **Summary of Proposed Use.** The applicant has provided a revised plan, dated 8/25/2021—the revised plan changes only the conceptual site plan sheets; other sheets, such as the tree inventory, preliminary grading plan, preliminary utility plan, and conceptual landscaping plan, have not been updated. The applicant is proposing to raze all but the central administration building and one other existing building and in their place construct a 140-bed skilled nursing center and 27 buildings consisting of a total of 136 townhomes (136 total units and 408 total rooms*). Previously, the applicant proposed four multi-family apartment buildings containing a total of 61 one-bedroom units and 83 two-bedroom units (144 total units and 371 total rooms). The retained administrative building would support adjunct functions for the skilled nursing facility. The concept plan reduces the number of driveways to Inkster from five to three.

*The figure of 408 rooms is based on the two floor plans provided in the applicant’s supplemental materials; both models shown are two-bedroom units, which are considered by the Farmington Hills Zoning Ordinance to be three rooms each. It is, however, not clear that the two units, which are labeled “1-Car Unit” and “2-Car Unit” on the floor plans, are in fact analogous to the “Aspen” and “Pullman” units referred to on the site plan. This must be clarified by the applicant to give the Council an accurate number for proposed density. Assuming entirely two-bedroom units, the per-ordinance density of the proposed development has increased from 371 rooms to 408 rooms, while the actual unit count has decreased from 144 units to 136 units.

2. **Land Use Plan.** The plan breaks down the land uses proposed for the property as follows:
 - a. **Multi-Family:** 9 acres
 - b. **Skilled Nursing:** 7.7 acres
 - c. **Detention 1:** 2.1 acres
 - d. **Detention 2:** 2.1 acres
 - e. **Natural Preservation:** 7.49 acres, with 1.09 potentially to be split and sold for single-family development

37.1% of the site is assigned to open space uses.

3. **Historic Designation.** The parcel is a designated historic site. The applicant proposes to demolish 14 of the buildings, preserving the administration building. The Historic District Commission has issued a notice to proceed, subject to the following:
 - a. Materials from demolished buildings will be stockpiled for future re-use.
 - b. The proponent will not proceed with any demolition until all other associated approvals are received.
 - c. Any building approved for demolition but left standing will remain subject to Historic District Commission review.
4. **Master Plan.** The master plan designates the site single family residential. The residential density map identifies this parcel as low density, which is consistent with current zoning. The Master Plan also identifies this parcel as Special Residential Planning Area No. 3 and sets the following goals and policies for the parcel:
 - Maintain the historic character of the site

The central administration building is proposed to be preserved; there is no indication of whether the proposed new buildings would be designed to complement or contrast with the preserved building.

- Arrive at a plan for development that will be compatible with abutting residential uses, including a suitable transition area of single-family to existing residential use
The conceptual plan and PUD qualification narrative consider two uses: skilled nursing and multi-family. A previous plan for this site included cottage style units on the west side of the site to transition from more intense to less intense uses. This plan does not include those transitional units.
- Pay special attention to traffic control because of intersection, topography of the roads and the proximity of the bridge on Twelve Mile Road
The concept plan reduces the number of driveways and attempts to either align them new drives with driveways across Inkster or move them away from other driveways to avoid turning conflicts.
- Consider the PUD Option as a means to accommodate the complexities of the site
The applicant is seeking PUD qualification.
- Work with the developer on suitable plans that will achieve the goals
The PUD process is designed to give the planning commission input into the design of the site.
- Feature the historic buildings on the site
Two historic buildings are preserved in the plan.
- Protect the environment and drainage pattern of Pebble Creek, which is part of the Green River Corridor
Development is kept away from Pebble Creek, and the narrative refers to a plan to dedicate seven acres around the creek for conservation.
- Carefully control the location of access for traffic management purposes
Per the comment above, the applicant appears to have considered access management issues in the conceptual design.
- Emphasize vehicular access from Inkster Road because of grade changes and high traffic volume on Twelve Mile Road
All access is shown from Inkster on the conceptual plan.
- Require widening of Inkster Road if there is any non-residential development
The applicant proposes a skilled nursing facility and multi-family development.
- Establish residential lots or other suitable transition abutting the existing lots to the west
The applicant appears to suggest that landscaping and other screening will serve as the transition to single family housing to the west. This will be addressed in more detail at the site plan stage if the PUD is approved.

2. **Density.** The applicant is proposing two uses: skilled nursing and multiple-family residential. Relief is sought to allow these uses, which are not permitted in the underlying district.
 - a. **Skilled nursing.** Per Section 34-4.17, convalescent homes in the RC-1, RC-2, RC-3, and SP-1 districts require 1,000 square feet of open space for each bed in the home. 140,000 square feet of open space is required (the plan incorrectly says 100,000 square feet; this should be updated). 404,000 square feet is provided in the skilled nursing land use area.

- b. **Attached Residential.** Per Section 34-3.5.2.F, the following room counts would be permitted in each of the RC districts (based on acreage of the multi-family area on the land use plan). The applicant has identified the RC-3 district as the baseline district for this proposal. The table presents two calculations. The 9-acre calculation is based only on the area designated for residential on the concept plan. The 17.5-acre figure includes all land designated residential, open space (minus the area potentially to be split), and the retention area for the residential portion. All residential units are proposed to be concentrated on the area designated residential.

District	Standard	Rooms permitted – 9 acres	Rooms permitted - 17.5 acres
RC-1	1,900 sq ft/room	206	401
RC-2	1,400 sq ft/room	280	544.5
RC-3	1,050 sq ft/room	373	726

Though the number of units has decreased, the applicant’s conceptual plan now proposes 408 rooms (see notes above in item 1). The applicant’s previous plan proposed 371 rooms.

Under current zoning, 15 units would be permitted in the 9-acre portion of the site dedicated to residential uses, based on required minimum lot sizes.

3. **Layout.** The original layout of the skilled nursing facility has not changed, apart from some parking spaces now shown as land banked instead of proposed to be built; a small elevation has now been provided. The layout of the townhome development includes several courtyards, which is a positive design element. However, the number of units requires reduced setbacks from the district standards. As noted above, Council provided guidance in its motion to postpone the application. The applicant has taken steps to address this guidance on the conceptual plans as follows:

- **Lack of imagination for the residential portion on the north end of the site and lack of amenities.** Prefer owner-occupied dwellings over apartments with more amenities such as a pool or courtyard area with fire pits or other gathering areas. While the applicant has not specified an ownership model for the units, a list of amenities for both portions of the site has now been provided, and the common areas of the residential portion are now designed with more programmed features, including grills, community gardens, sitting areas, art, gathering spaces, a playground, and a relocated historic marker. The plan also now includes a walking path connecting the site’s two halves and shows a sculpture park, EV chargers, areas prepped for EV chargers, a mural, solar panels (labeled “future), and a biophilic community on the nursing facility portion of the site. Biophilic design is design that fosters connections between people and aspects of the natural world that contribute to human health; details are not provided on what this entails design-wise. The plans note an intention to repurpose some materials from the existing site.
- **Density of the residential area was too high.** The number of units proposed has decreased by eight units, though the number of rooms (which the ordinance uses to measure density) has increased by 37, as the units now all appear to include multiple bedrooms. Units are now distributed across many more buildings.
- **Too much parking area in the residential area – suggested exploring underground parking.** The new conceptual plan places much of the residential parking in garages and eliminates the large parking lots of the original plan.

4. **Parking.** The concept plan shows parking counts for the attached units that exceed ordinance standards (293 spaces, or 2.15 spaces per unit, where 2 spaces are required). 208 of these spaces are in garages. Parking counts shown for the skilled nursing facility greatly exceed the requirement. The applicant should consider reducing the number of spaces for the latter facility in order to preserve more open space on the site, or possibly an additional historic building. If there is another use (such as administrative offices) proposed in the historic building, this use should be identified, and a parking calculation provided. The applicant has placed 18 of the spaces shown on the plan near the administration building in a land bank.
5. **Tree Removal.** The submission package includes the required tree survey and inventory. Should the planning commission recommend and City Council approve a final determination that the site qualifies for a PUD, prior to applying for the site plan approval, the applicant should re-verify the numbers on this plan, and a version of the tree removal plan superimposed on an aerial image of the site will be required.
6. **Traffic Study.** We defer to the city’s traffic engineer for a review of the traffic study.
7. **Requirements of the RA1B district/Relief Sought from Ordinance Standards:** Generally, it appears that the applicant would be seeking relief from the required 50-foot front setback of the underlying district on both Inkster and Chaswick; the applicant requests 28 feet. Under conventional zoning, the buildings along the two road rights-of-way would also be required to meet the calculated setbacks of Section 34-3.5.2.G. The plan also lists a 35-foot maximum height, which exceeds the 30-foot height limit of the underlying RA-1B district. The applicant proposes a minimum of 15 feet between buildings, but does not note whether the building spacing is compliant with the internal setback requirements of Section 34-3.5.2.H.

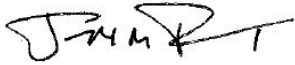
Standard	Requirement
Lot Size	23,400 sq ft min/26,000 sq ft min average
Lot width	140 ft min
Lot coverage	35% max
Front setback	50 ft
Rear setback	35 ft
Side setback	15 ft/total of 30 ft
Building height	Max. 30 ft*

We are available to answer questions.

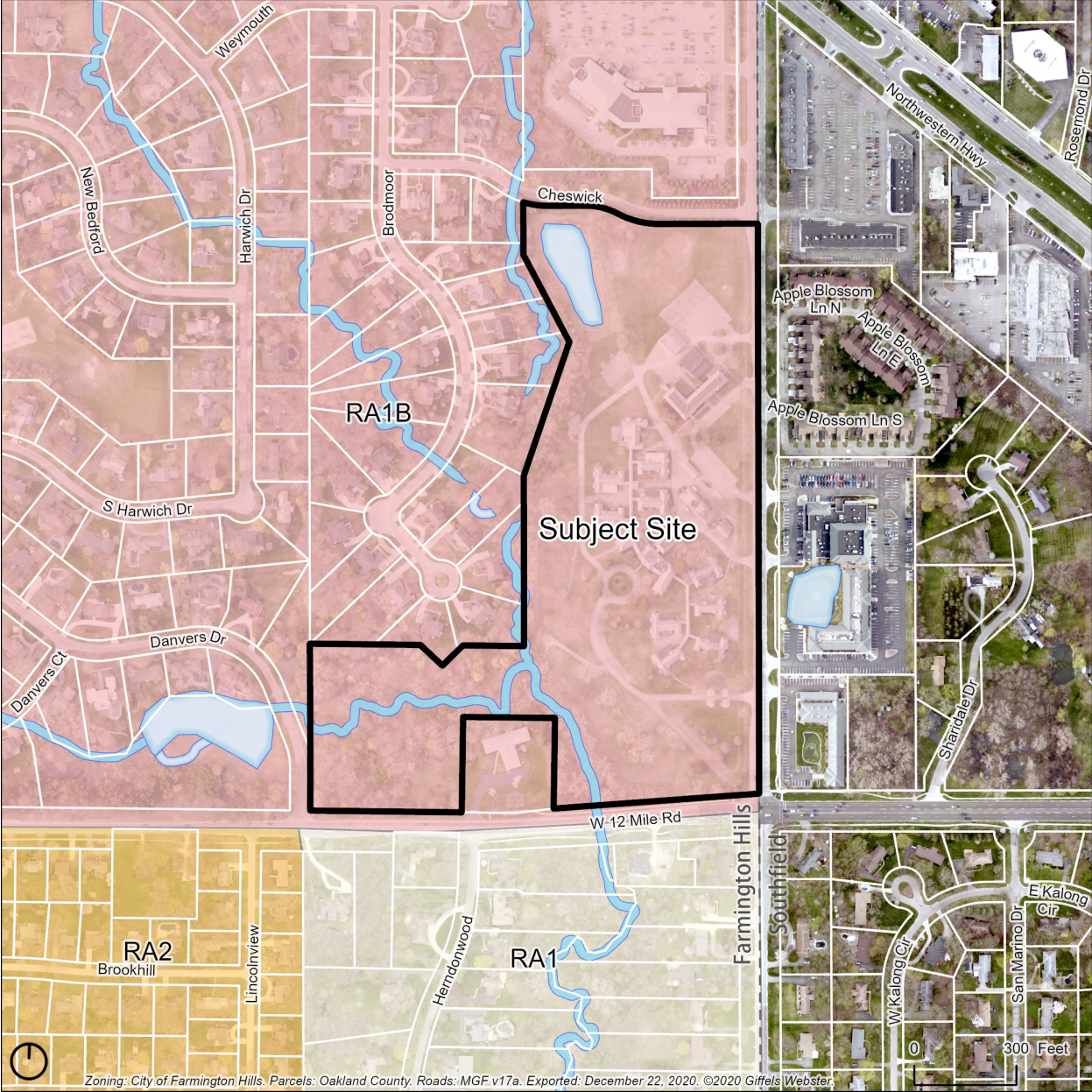
Respectfully,
Giffels Webster



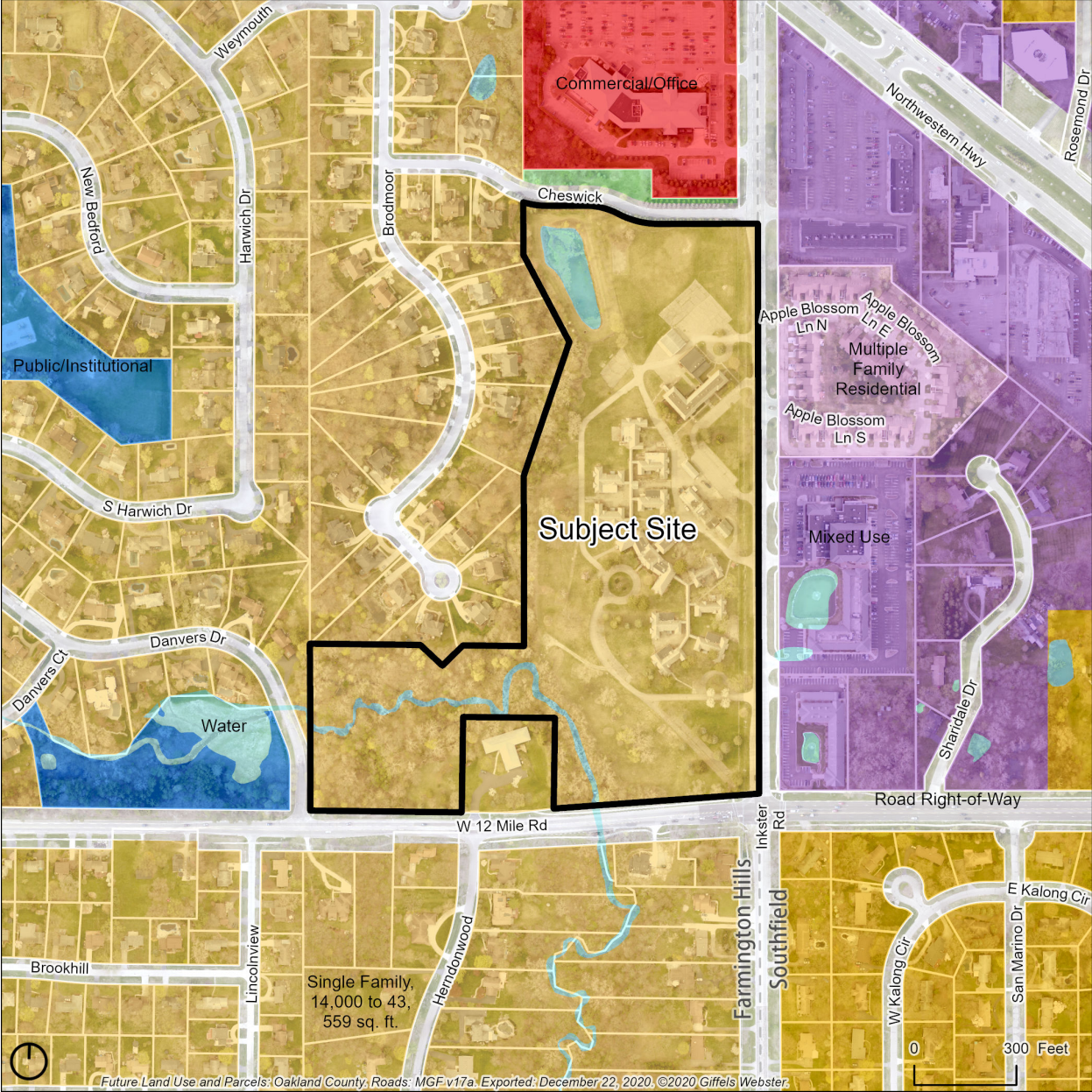
Rod Arroyo, AICP
 Partner



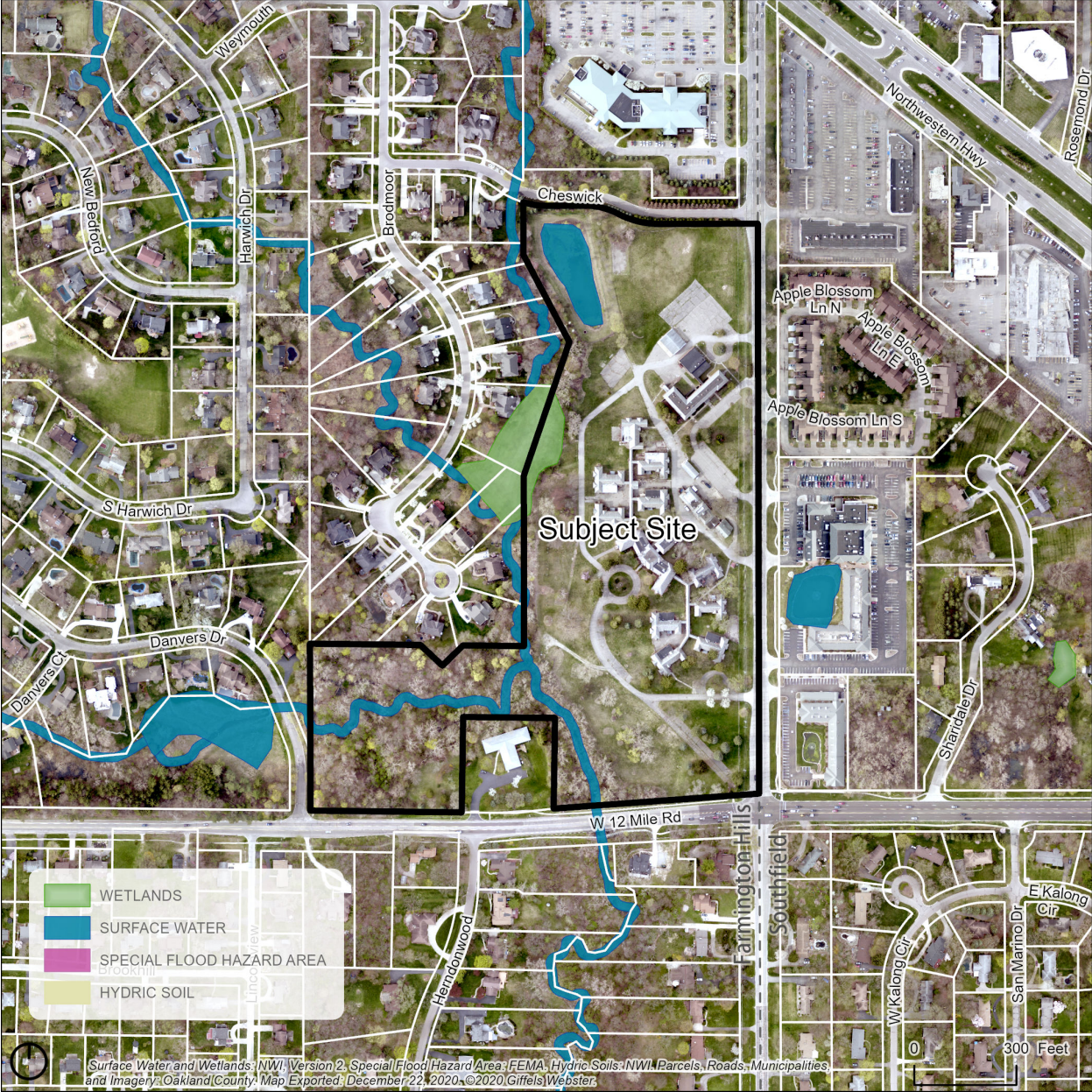
Joe Tangari, AICP
 Senior Planner



Current zoning



Master Plan designations for this area.



Wetlands & surface water



Inter-Office Correspondence

DATE: September 24, 2021 (September 27, 2021, City Council meeting)

TO: Gary Mekjian, City Manager

FROM: Edward Gardiner, Director of Planning and Community Development Department

SUBJECT: Planned Unit Development (PUD) 1, 2020 Agreement
Edward Rose senior assisted living

On September 28, 2020, City Council approved PUD Plan 1, 2020, including Site Plan 56-6-2020 located at 29000 Eleven Mile Road. The project includes the construction of a new senior/assisted living facility behind the Costick Activities Center. As a condition of that approval, a PUD agreement must be approved by Council. Please see the attached PUD agreement and other associated documents for consideration at Council's September 27, 2021, meeting.

I will be at the meeting to address any questions you might have.

Attached materials:

- [PUD Agreement](#)
- [Option Agreement](#)
- [Lease Agreement for Large Chapel](#)
- [Reciprocal Easement Agreement \(REA\)](#)
- [Sisters of Mercy – Termination Agreement](#)

**STATE OF MICHIGAN
COUNTY OF OAKLAND
CITY OF FARMINGTON HILLS**

**PLANNED UNIT DEVELOPMENT AGREEMENT
ROSE SENIOR LIVING PUD**

THIS PLANNED UNIT DEVELOPMENT AGREEMENT (the "**Agreement**"), dated _____, 2021, is made and entered into by and between the **CITY OF FARMINGTON HILLS**, a Michigan municipal corporation, having the address of 31555 West Eleven Mile Road, Farmington Hills, Michigan 48336, hereinafter referred to as and called the "**City**" and **FARMINGTON HILLS SENIOR LIVING, L.L.C.**, a Michigan Limited Liability Company, whose address is 38525 Woodward Avenue, P.O. Box 2011, Bloomfield Hills, Michigan 48303, hereinafter referred to as and called "**Rose**."

RECITALS:

A. Sisters of Mercy of the Americas, West Midwest Community, Inc, a Missouri non-profit corporation ("**SOM**"), is currently the fee title owner of the Property described in the attached **Exhibit A** (the "**Property**"). The Property consists of 53.66 +/- acres and includes seven (7) existing structures and a 34.18 +/- acre Conservation Easement, recorded at Oakland County Register of Deeds at Liber 40430, Page 196 (the "**Conservation Easement**").

B. Six Rivers Regional Land Conservancy is the recipient of the Conservation Easement on the Property and assumes certain responsibilities as to the Conservation Easement. SOM retains rights to the Conservation Easement, including, but not limited to, the right to convey, the right to maintain, use, operate, repair, restore, renovate, and improve existing structures and other improvements, in accordance with the Conservation Easement.

C. Rose is under contract to purchase 19.48 +/- acres of the Property from SOM. SOM will retain ownership of the 34.18 +/- acre Conservation Easement on the Property or will convey the Conservation Easement portion of the Property to a third party concurrently with the closing of the purchase and sale transaction between SOM and Rose (the "**Sale Transaction**").

D. Following the closing of the Sale Transaction, Rose proposes to develop or cause to be developed approximately 15.57 acres of the 19.48 acres described in the attached **Exhibit B** (the "**Development Site**"). There are currently existing structures on the Development Site that will be either retained or demolished in connection with Rose's development of the Development Site, as more particularly contemplated by the PUD Plan (as defined herein).

E. The remaining 3.91 acres south and west of the Costick Center, Part of Parcel No. 23-13-351-005 and more particularly described in attached **Exhibit C**, includes one (1) existing structure known as the Provincialate Building (the "**Remaining Property**").

F. The Property is zoned SP-5 Special Purpose District.

G. Rose has applied to the City to construct a 207-unit assisted and independent living facility on the Development Site (the "**Development**"), using the Planned Unit Development (PUD) process ("**Rose PUD**"). As part of the Development, Rose proposes to complete demolition of the existing buildings and structures on the Development Site as indicated on Demolition Sheet C-1.2 of the PUD Plan (as defined herein) and the existing structure on the Remaining Property. The proposed development will retain Catherine's Place Skilled Nursing Center building with the attached Carlow Room and Small Chapel, and the Large 500-seat Chapel, with all such retained structures being labeled on Exhibit D, attached hereto (the "**Retained Structures**").

H. Additionally, Rose has agreed to enter into an Option Agreement with the City for the purchase of the Remaining Property in substantially the same form as the Option Agreement attached as **Exhibit E** (the "**Option Agreement**").

I. The Rose PUD requires certain deviations from the applicable City Ordinances, including, without limitation, building height and floor area ratio requirements.

J. The Planning Commission recommended approval with conditions of the Rose PUD at its August 20, 2020 Planning Commission Meeting, after having held a public hearing on that date.

K. On September 28, 2020, the City Council held another public hearing and approved the PUD Plan, being PUD Plan 1-2020, dated September 11, 2020, including site, landscape and signage location plans, hereinafter the "**PUD Plan**," (an excerpt of which is attached as **Exhibit F**) subject to certain conditions, including, among other things, the approval, execution, and recordation of an agreement setting forth the conditions upon which such approval is based.

L. The City considered and relied upon the representations by Rose of certain public benefits of the Rose PUD, which community benefits were summarized in Rose's Written Statement submitted as part of its application for the Rose PUD.

M. The City determined that the Development Site qualifies for the Rose PUD in accordance with Section 34-3.20 of the City's Zoning Ordinance.

N. The City desires to ensure that all of the real property that is depicted on the PUD Plan is developed in accordance with, and used for the purposes permitted by, the approved PUD Plan, the related documents and undertakings of Rose, and all applicable laws, ordinances, regulations, and standards; and Rose desires to proceed with obtaining the engineering division approval of the proposed site plan and the issuance of permits required to demolish and develop the Property in accordance with the approved PUD Plan.

NOW, THEREFORE, it is hereby agreed as follows:

1. The City has granted its approval of the PUD Plan and this Agreement under the planned unit development option of Section 34-3.20 of the City's Zoning Ordinance, which approval is subject to the terms and conditions of this Agreement. The parties agree and acknowledge that the Property shall be redeveloped only in accordance with:
 - a. all applicable provisions of the Farmington Hills Code of Ordinances, including (without limitation) Section 34-3.20 of the Zoning Ordinance relating to PUDs;
 - b. the PUD Plan, as such PUD Plan was approved by City Council on September 28, 2020, which PUD Plan shall also constitute the approved site plan, landscape plan and signage location plan for the Development Site, because Rose chose to submit the PUD Plan in sufficient detail so as to allow the PUD Plan to act as the site plan, landscape plan and signage location plan for the Development Site;
 - c. engineering construction plan review and approval by the City's Engineering Division, which plans have been or shall be submitted by Rose in accordance with all applicable laws, ordinances, regulations and standards; and
 - d. this Agreement.

The items listed in 1.b. through 1.d. above are collectively referred to in this Agreement as the "PUD Documents."

2. The permitted uses of the Development Site shall be for the development and operation of an assisted and independent living facility, and approved accessory uses related thereto, subject to the City's SP-5 (Special Purpose District) Zoning Ordinance regulations, except for deviations permitted under the PUD Documents. The Development shall retain the existing building known as Catherine's Place Skilled Nursing Center with the attached Small Chapel, Carlow Room and the Large 500-seat Chapel on the Property.

3. The City's approval of the PUD Documents, and the use of the Property and any development thereof, are subject to compliance with this Agreement and the following conditions:

- a. Submission by Rose of engineering construction plans and approval by the City's Engineering Division of such plans. Such plans shall comply with all applicable ordinances, standards, rules, regulations, and requirements of the City as determined by the Engineering Division, including without limitation its comments in the July 7, 2020 interoffice correspondence from the Engineering Division to the Planning Commission relating to the Rose PUD , as may be modified by this Agreement and excepting any requirement specifically waived by motion of City Council or in writing by the Engineering Division.
- b. The requirements of the Fire Department, including without limitation the requirements set forth in the Fire Marshal's interoffice correspondence issued to the Planning Commission and dated August 3, 2020 relating to the Rose PUD,

unless waived in writing by the Fire Department, and applicable fire and safety codes adopted by the City.

- c. The terms and conditions of the following documents between Rose and the City relating to the Rose PUD (the "**Ancillary Documents**"):
- (i) The Reciprocal Easement and Maintenance Agreement.
 - (ii) The Storm Drainage Facility Maintenance Agreement.
 - (iii) The Agreement for Storm Water Detention & Discharge Restriction System.
 - (iv) Water and Sewer Easement Agreements and Bills of Sale to the City, to the extent that public water and sewer infrastructure are constructed on the Property.
 - (v) Termination Agreement for the existing Reciprocal Easement and Restriction Agreement dated March 2, 1994, between Sisters of Mercy Regional Community of Detroit, Inc., a Michigan nonprofit corporation, and the City of Farmington Hills, a public body corporate, recorded on June 14, 1994 in Oakland County Records as Liber 14757, Page 544, as amended by that certain Amended and Restated Reciprocal Easement and Restriction Agreement dated April 16, 2015, recorded on May 21, 2015 in Oakland County Records as Liber 48202, Page 247.
- d. Except for the City's obligation to pay for the reconnection of the utilities to the Costick Center, as set forth in section g., below, all improvements shown on the PUD Plan and PUD Documents shall be completed, at Rose's sole cost and expense, in accordance with applicable ordinances, rules, standards and regulations.
- e. In addition to allowing the assisted and independent living facility under the PUD Documents, the only deviations and/or variances from otherwise applicable City ordinances that shall be permitted are those deviations depicted on the approved PUD Plan.
- f. In reliance on representations made by Rose, and in accordance with the City Zoning Ordinance, Chapter 34, Article 5, Section 34-5.2, the City approved the reduction of the required off-street parking spaces provided Rose hold property in reserve ("Reserved Property") for future construction of the required off-street parking spaces. The PUD Plan for the Property designates a portion of the Property as Reserved Property for the future construction of 54 additional parking spaces. No other construction or improvements of any kind shall be undertaken or allowed to occur on the Reserved Property. In the event that the City, in its sole discretion, determines that all or a portion of the Reserved Property is needed to meet demands for parking facilities on the Property, for safety purposes or otherwise, Rose shall construct the additional required parking spaces on the Reserved Property within one hundred and eighty (180) days of written notification from the City of said determination. Rose may, at its option, construct and install the 54 additional parking spaces on the Reserved Property at a future date upon having first obtained any required City approvals. The parking facilities shall be constructed in accordance with the PUD Plan and the applicable laws, ordinances, codes, rules, regulations and standards in effect at the time of construction. Rose

acknowledges and agrees that in the event parking facilities are constructed on the Reserved Property, drainage may be negatively affected and, as such, alternate plans must be submitted and approved by the City to ensure proper drainage.

- g. Detachment of the Costick Center utilities infrastructure from the connection point of each structure to be demolished on the Property. Rose shall be responsible for all detachment activities and the costs and expenses of the same, and the City shall be responsible for certain costs and expenses associated with reconnection of detached utilities to the Costick Center, as more fully described in **Exhibit G** attached hereto. With respect to any detachment activities conducted by Rose, Rose shall be permitted to coordinate such detachment activities in its reasonable discretion and in a manner that aligns with its construction schedule for the improvements on the adjoining Development Site. The detachment activities will include the following:
- i. Rose shall be responsible for the detachment of mechanical and plumbing systems and sprinkler systems, security systems, and HVAC systems. Rose shall coordinate the method and timing of detachment of such facilities with the City, including the relocation of any equipment necessary for the provision of such services to the Costick Center. In no case shall Rose detach any of said utilities from the Costick Center infrastructure without first providing adequate notice to the City, no less than sixty (60) days in advance of detachment. While it is understood that temporary interruption of such services may be required to effectuate the detachment, Rose shall utilize commercially reasonable efforts to avoid any interruption to such services for a period of longer than one (1) day. In the event that Rose's detachment activities result in an interruption to such services for a period of longer than one (1) day, Rose shall be responsible for providing temporary utility services to the Costick Center during any such longer period of disconnection at its sole cost and expense, and Rose shall be liable for damages, including but not limited to loss of revenue sustained by the City; however, said damages shall not exceed \$2,000.00 per day.
 - ii. The detachment of electricity, gas and fire alarm services to the Costick Center shall be conducted in accordance with **Exhibit G** attached hereto.

Upon detachment, the City will be responsible, at its sole cost and expense, for procuring and entering into new utility service agreements from the applicable utility service providers (DTE, Consumers Energy, etc.) such that the City, as the Owner of the Costick Center, can be treated as a separately metered, secondary customer for all such utilities and the City shall be solely responsible for the payment of all fees, connection charges, metering charges and related costs in connection with establishing such separately metered services.

- h. The complete demolition of the following buildings and foundations currently located on the Property and as indicated on Demolition Sheet C-1.2 of the PUD Plan as to the Development Site and in accordance with the approved demolition plan for the existing structure on the Remaining Property (the "Demolition"), at

Rose's sole cost and expense as required by this Agreement and shall commence within ninety (90) days of detachment of the Costick Center infrastructure:

1. Mercy Center
2. Mercy Court
3. McAuley Life Center
4. Physical Plant
5. The Provincialate Building on the Remaining Property

All debris resulting from the Demolition shall be removed, and all areas affected by the Demolition shall be graded and otherwise made safe. The Demolition shall be commenced prior to the issuance of construction permits for the assisted and independent living facility on the Development Site and shall be completed not more than twelve (12) months after the commencement of any Demolition activities. Prior to commencing the Demolition, Rose shall obtain all required shut-offs of utilities and all required permits, including detachment from the Costick Center infrastructure, as more fully described in Paragraph g., above. Demolition shall be completed in accordance with all other requirements relating to such Demolition.

- i. Any other legal documents reasonably required by the City, including but not limited to any utility conveyance documents or easements for City utilities on the Property.
- j. Rose shall secure for the City's benefit, at Rose's sole cost and expense the following documents:
 - i. an off-site water line easement for the existing water line located within the Conservation Easement, which easement document shall be in a form acceptable to the City.
 - ii. a quit claim deed for the right of way dedication for property along 11 Mile Road located within the Conservation Easement, which dedication document shall be in a form acceptable to the City.
- k. All new signage shall be applied for separately and shall be installed only if approved under separate permits. All such signage shall be compliant with the standards and requirements of applicable ordinances unless otherwise permitted as part of this Agreement or in accordance with the approved PUD Plan.
- l. All rooftop units and equipment shall be screened from view.
- m. Complete replacement of the east access drive from 11 Mile Road to the Property, as depicted on the PUD Plan and the approved engineering construction plans. Replacement shall be at a minimum cross-section of 6" of asphalt on top of 8" of 21AA limestone base. While the City originally only required Rose to repair damage caused to the access drive resulting from construction, Rose agrees to undertake complete replacement of the access drive, at its sole cost and expense, due to its existing condition and the anticipated damage that will result during construction. Rose shall complete the replacement of the east access drive prior to the City

issuing a Certificate of Occupancy for any part of the Development. In the event that a Certificate of Occupancy is requested when weather will not allow for completion of the replacement, the City Engineer may issue a Temporary Certificate of Occupancy, in its sole discretion. During construction and until complete replacement, Rose shall properly maintain the east access drive for safe travel, including but not limited to, dust control and soil erosion. Rose shall not use the west access drive during construction of the Development.

- n. With the exception of the existing cell tower area and the land banked parking area, all of the remaining property north and east of the parking areas, as depicted on the PUD Plans, shall be maintained in its natural state, such that it reverts back to a field or meadow.

4. The Zoning Board of Appeals shall have no jurisdiction over the Development Site or the application of this Agreement.

5. Except for deviations specifically approved by the City under this Agreement and as depicted on the PUD Plan, the City Code and all applicable regulations of the City shall apply to the Property, and any substantial violation of such Code and regulations by Rose and/or any successor owners or occupants with respect to the Property shall be deemed a breach of this Agreement, as well as a violation of the City Code.

6. (a) Any breach of this Agreement that continues after the expiration of all applicable notice and cure periods provided herein, shall constitute a nuisance *per se* which shall be abated. The parties therefore agree that, in the event of a breach of this Agreement by Rose that continues after the expiration of all applicable notice and cure periods provided herein, the City, in addition to any other relief to which it may be entitled at law or in equity, shall be entitled under this Agreement to an order of a court of competent jurisdiction providing for relief in the form of injunctive relief or specific performance requiring abatement of the nuisance *per se*.

(b) In the event of a breach of this Agreement, the City shall notify Rose of the occurrence of the breach and issue a written notice requiring the breach be cured within thirty (30) days; provided, however, that if the breach, by its nature, cannot be cured within thirty (30) days, Rose shall not be in the breach hereunder if Rose commences the cure within the thirty (30) day period and diligently pursues the cure to completion. Failure to comply with such notice shall, in addition to any other relief to which the City may be entitled in equity or at law, render Rose liable to the City in any suit for enforcement, for actual costs incurred by the City including, but not limited to, reasonable attorneys' fees, expert witness fees and the like in the event the City prevails or receives any relief in such suit.

7. This Agreement may not be amended except in writing signed by the parties and recorded in the same manner as this Agreement. In the event Rose desires to propose an amendment to this Agreement or to the PUD Plan, an application shall be made to the City's Department of Planning and Community Development, which shall process the application in accordance with the procedures set forth in Section 34-3.20 of the Zoning Ordinance for amendments of PUD Plans.

8. The parties understand and agree that if any part, term, or provision of this Agreement is held by a court of competent jurisdiction, and as a final enforceable judgment, to be illegal or in conflict with any law of the State of Michigan or the United States, the validity of the remaining portions or provisions of this Agreement shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term, or provisions held to be invalid.

9. This Agreement shall be governed by the laws of the State of Michigan, both as to interpretation and performance. In the event of any litigation relating to this Agreement or the Rose PUD, the parties consent to the venue in and to the exclusive jurisdiction of the courts of and in the State of Michigan, including the Federal District Court for the Eastern District of Michigan.

10. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. A delay in enforcement of any provision of this Agreement shall not be construed as a waiver or estoppel of the City's right to eventually enforce, or take action to enforce, the terms of this Agreement. All remedies afforded in this Agreement shall be taken and construed as cumulative; that is, all remedies afforded in this Agreement are in addition to every other remedy provided by law.

11. The signers of this Agreement warrant and represent that they have the authority to sign this Agreement on behalf of their respective principals and the authority to bind each party to this Agreement according to its terms. Further, each of the parties represents that the execution of this Agreement has been duly authorized and is binding on such parties.

12. This Agreement shall run with the land described herein as the Property and bind the parties, their heirs, successors, and assigns. This Agreement shall be recorded in the Oakland County Register of Deeds by the City. The parties acknowledge that the Property is subject to changes in ownership and/or control at any time, but that heirs, successors, and assigns shall take their interest to all or any portion of the Property subject to the terms of this Agreement, and all references to "Rose" in this Agreement shall also include its successors and assigns. The parties also acknowledge that the members of the City Council and/or the City Administration and/or its departments may change, but the City shall nonetheless remain bound by this Agreement.

13. (a) Rose has negotiated with the City the terms of the PUD Documents, including this Agreement, and such documentation represents the product of the joint efforts and mutual agreements of Rose and the City.

(b) The parties agree that this Agreement and its terms, conditions, and requirements are lawful and consistent with the intent and provisions of local ordinances, state and federal law, and the Constitutions of the State of Michigan and the United States of America. Rose has offered and agreed to proceed with the undertakings and obligations as set forth in this Agreement in order to protect the public health, safety, and welfare and provide material advantages and development options for Rose, all of which undertakings and obligations the parties agree are necessary in order to ensure public health, safety, and welfare, to ensure compatibility with adjacent uses of land, to promote use of the Property in a socially, environmentally, and economically desirable manner, and to achieve other reasonable and legitimate objectives of the

parties, as authorized under applicable City ordinances and the Michigan Zoning Enabling Act, MCL 125.3101, *et seq.*, as amended. It is also agreed and acknowledged that the terms, conditions, obligations, and requirements of this Agreement are clearly and substantially related to the burdens to be created by the development and use of the Property under the approved PUD, and are, without exception, clearly and substantially related to the City's legitimate interests in protecting the public health, safety and general welfare. Furthermore, Rose fully accepts and agrees to the final terms, conditions, requirements and obligations of the PUD Documents, and Rose shall not be permitted in the future to claim that the effect of the PUD Documents results in an unreasonable limitation upon uses of all or any portion of the Property, or claim that enforcement of the PUD Documents causes an inverse condemnation, other condemnation or taking of all or any portion of the Property.

14. Rose acknowledges that, at the time of the execution of this Agreement, Rose has not yet obtained engineering approvals for the redevelopment of the Property. Rose acknowledges that the Engineering Division of the City may impose additional conditions other than those contained in this Agreement during its plan reviews and approvals as authorized by law; provided, however, that such conditions shall not be inconsistent with the PUD Plan or PUD Documents and shall not change or eliminate any development right authorized thereby. The plans approved by the Engineering Division and any conditions imposed by the Engineering Division shall be incorporated into and made a part of this Agreement automatically upon issuance of the City Engineering Division's approval of same and without the necessity of amending this Agreement, and shall be enforceable against Rose in the event Rose proceeds with the development on the Development Site.

15. It is understood that construction of some of the improvements included in the PUD Documents may require the approval of other governmental agencies.

16. None of the terms or provisions of this Agreement shall be deemed to create a partnership or joint venture between Rose and the City.

17. The City does not represent or warrant that Rose will achieve any certain or particular results by its development on the Property under and in accordance with the PUD Documents. The parties shall not be liable to the other for any economic (including, without limitation, loss of revenues, profits, contracts, business, property value or anticipated savings), special, direct, indirect, incidental, exemplary, punitive or consequential losses or damages or loss of goodwill in any way whether such liability is based on tort, contract, negligence, strict liability, or otherwise arising from or relating to this Agreement or resulting from the redevelopment, limitations on the ability to redevelop or the inability to redevelop the Property. The parties sole and exclusive remedies are limited to injunctive relief, declaratory relief, and any relief or remedies affirmatively set forth in this Agreement, applicable City ordinances and under the Michigan Zoning Enabling Act, except to the extent any such remedies and relief are limited under the terms of this Agreement.

18. The recitals contained in this Agreement and all exhibits attached to this Agreement and referred to herein shall for all purposes be deemed to be incorporated in this Agreement by this reference and made a part of this Agreement.

19. This Agreement, together with the PUD Documents and Ancillary Documents are intended as the complete integration of all understandings between the parties related to the subject matter herein. No prior contemporaneous addition, deletion, or other amendment shall have any force or effect whatsoever, unless embodied herein in writing. No subsequent notation, renewal, addition, deletion or other amendment shall have any force or effect unless embodied in a written amendatory or other agreement executed by the parties required herein, other than additional conditions which may be attached to PUD Plan approvals as stated in section 14 above.

20. The parties intend that this Agreement shall create no third-party beneficiary interest except for an assignment pursuant to this Agreement. The parties are not presently aware of any actions by them or any of their authorized representatives which would form the basis for interpretation construing a different intent and, in any event, expressly disclaim any such acts or actions, particularly in view of the integration of this Agreement.

21. Where there is a question with regard to applicable regulations for a particular aspect of the development, or with regard to clarification, interpretation, or definition of terms or regulations, and there are no apparent express provisions of the PUD Documents which apply, the City Council, in the reasonable exercise of its discretion, shall determine the regulations of the City's Zoning Ordinance, as that Ordinance may have been amended, or other City Ordinances that shall be applicable, provided that such determination is not inconsistent with the nature and intent of the PUD Documents. In the event of a conflict or inconsistency between two or more provisions of the PUD Documents, the more restrictive provision, as determined in the reasonable discretion of the City Council, shall apply. In the event of a conflict or inconsistency between the PUD Documents and applicable City ordinances, the PUD Plan and this Agreement shall control.

22. Notwithstanding the foregoing provisions of this Agreement, Rose retains the right at any time prior to commencement of construction of the improvements contemplated by the PUD Documents to terminate the PUD subject to and in accordance with the requirements of Section 34-3.20 of the City's Zoning Ordinance applicable to such a termination.

IN WITNESS WHEREOF, the parties hereto have set their hands on the day and year set forth with the notarization of their signatures.

*[Remainder of page intentionally left blank.
Signatures continued on next page.]*

FARMINGTON HILLS SENIOR LIVING, L.L.C.,

a Michigan Limited Liability Company

By:

Its:

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

On this ____ day of _____, 2021, before me personally appeared _____, the _____ of Farmington Hills Senior Living, L.L.C., a Michigan Limited Liability Company, who acknowledged that he/she signed this agreement on behalf of said company.

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

CITY OF FARMINGTON HILLS,

a Michigan municipal corporation

By: Gary Mekjian

Its: City Manager

By: Pamela B. Smith

Its: City Clerk

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

On this ____ day of _____, 2021, before me personally appeared Gary Mekjian, the City Manager, and Pamela B. Smith, the City Clerk, who acknowledged that they signed and attested to this Agreement on behalf of the City of Farmington Hills.

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

Exhibits:

- A – Property Legal Description
- B – Development Site Legal Description and Sketch
- C – Remaining Property Legal Description and Sketch
- D – Retained Structures
- E – Option Agreement
- F – PUD Plans
- G – Utility Separation Responsibilities

Drafted Jointly By:
Steven P. Joppich, Esq.
Rosati, Schultz, Joppich and Amtsbuechler
27555 Executive Drive, Suite 250
Farmington Hills, MI 48331-3550

When Recorded, Return To:
City Clerk
City of Farmington Hills
31555 West Eleven Mile Road
Farmington Hills, MI 48336-1165

and

Steven J. Rypma
Honigman LLP
650 Trade Centre Way
Suite 200
Kalamazoo, MI 49002-0402

EXHIBIT A

PROPERTY LEGAL DESCRIPTION

LEGAL DESCRIPTION

(PER FIRST AMERICAN TITLE INSURANCE COMPANY, COMMITMENT NO. NCS-963283-MICH, DATED OCTOBER 25, 2019, REVISION NO. 1)

LAND IN THE CITY OF FARMINGTON HILLS, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS:

PART OF THE SOUTHWEST 1/4 OF SECTION 13, TOWN 1 NORTH, RANGE 9 EAST, CITY OF FARMINGTON HILLS, OAKLAND COUNTY, MICHIGAN, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PART OF THE SOUTHWEST 1/4 OF SECTION 13, TOWN 1 NORTH, RANGE 9 EAST DESCRIBED AS BEGINNING AT A POINT DISTANT N87°56'18"E 1098.15 FEET FROM SOUTHWEST SECTION CORNER, THENCE N02°39'49"W 350.19 FEET, THENCE N25°29'43"W 673.91 FEET, THENCE N76°46'20"W 352.79 FEET, THENCE N39°20'09"E 234.61 FEET, THENCE N17°14'13"E 307.50 FEET, THENCE N57°45'47"W 257.39 FEET, THENCE N32°31'54"E 309.72 FEET, THENCE N57°28'06"W 500.73 FEET, THENCE N02°45'47"W 270.45 FEET, THENCE S67°27'09"E 1131.93 FEET, THENCE ALONG A CURVE TO THE LEFT, RADIUS 2967.79 FEET, CHORD BEARS S79°37'32"E 1251.59 FEET, DISTANCE OF 1261.06 FEET, THENCE N88°13'06"E 72.12 FEET, THENCE S02°45'55"E 381.29 FEET, THENCE S87°14'05"W 392.71 FEET, THENCE S58°15'36"W 525.37 FEET, THENCE S32°06'07"E 36.58 FEET, THENCE S57°57'32"W 45.82 FEET, THENCE N32°04'00"W 69.55 FEET, THENCE S58°03'02"W 91.58 FEET, THENCE S31°56'58"E 55.26 FEET, THENCE S58°03'02"W 124.47 FEET, THENCE S31°56'58"E 181.41 FEET, THENCE S58°03'02"W 43.61 FEET, THENCE S31°40'42"E 215.11 FEET, THENCE S58°19'02"W 48.41 FEET, THENCE S00°10'36"W 555.55 FEET, THENCE S87°56'18"W 550.64 FEET TO BEGINNING.

EXHIBIT B-1 DEVELOPMENT SITE LEGAL DESCRIPTION

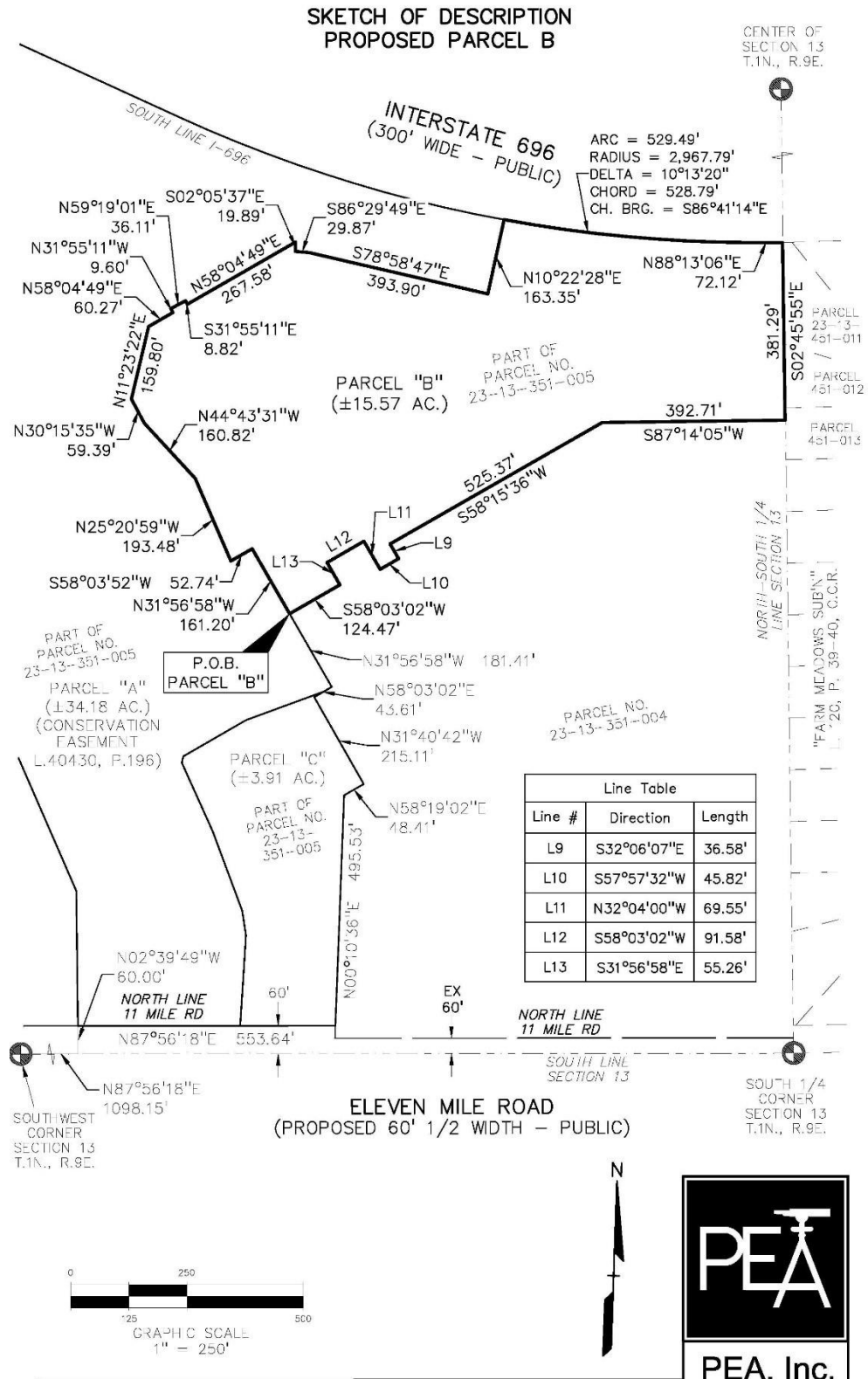


EXHIBIT B-2
DEVELOPMENT SITE LEGAL DESCRIPTION

PARCEL "B" (Part of Parcel No. 23-13-351-005)

A parcel of land being part of the Southwest 1/4 of Section 13, Town 1 North, Range 9 East, City of Farmington Hills, Oakland County, Michigan, being more particularly described as follows:

Commencing at the southwest corner of said Section 13; thence along the south line of said section, N87°56'18"E 1098.15 feet;
thence N02°39'49"W, 60.00 feet to the north line of Eleven Mile Road (proposed 60 foot half width);
thence along said north line, N87°56'18"E, 553.64 feet;
thence N00°10'36"E, 495.53 feet;
thence N58°19'02"E, 48.41 feet;
thence N31°40'42"W, 215.11 feet;
thence N58°03'02"E, 43.61 feet;
thence N31°56'58"W, 181.41 feet to the POINT OF BEGINNING, said point being on the easterly line of a Conservation Easement, as recorded in Liber 40430, Page 196, Oakland County Records;
thence continuing along said Conservation Easement the following fifteen (15) courses:
1) N31°56'58"W, 161.20 feet and
2) S58°03'52"W, 52.74 feet and
3) N25°20'59"W, 193.48 feet and
4) N44°43'31"W, 160.82 feet and
5) N30°15'35"W, 59.39 feet and
6) N11°23'22"E, 159.80 feet and
7) N58°04'49"E, 60.27 feet and
8) N31°55'11"W, 9.60 feet and
9) N59°19'01"E, 36.11 feet and
10) S31°55'11"E, 8.82 feet and
11) N58°04'49"E, 267.58 feet and
12) S02°05'37"E, 19.89 feet and
13) S86°29'49"E, 29.87 feet and
14) S78°58'47"E, 393.90 feet and
15) N10°22'28"E, 163.35 feet to the south line of I-696 (300 foot wide);
thence along said south line the following two (2) courses: 1) 529.49 feet along an arc of a curve to the left, having a radius of 2967.79 feet and a chord that bears S86°41'14"E, 528.79 feet and 2) N88°13'06"E, 72.12 feet to the north-south 1/4 line of said section 13, said line also being the west line of "Farm Meadows Subdivision", as recorded in Liber 120, Page 39, Oakland County Records;
thence along said north-south 1/4 line, S02°45'55"E, 381.29 feet;
thence S87°14'05"W, 392.71 feet;
thence S58°15'36"W, 525.37 feet;
thence L9) S32°06'07"E, 36.58 feet;
thence L10) S57°57'32"W, 45.82 feet;
thence L11) N32°04'00"W, 69.55 feet;
thence L12) S58°03'02"W, 91.58 feet;
thence L13) S31°56'58"E, 55.26 feet;
thence S58°03'02"W, 124.47 feet to the aforementioned easterly line of said Conservation Easement and the POINT OF BEGINNING.
Containing 15.57 acres of land, more or less.

EXHIBIT C-1
REMAINING PROPERTY LEGAL DESCRIPTION

SKETCH OF DESCRIPTION
PROPOSED PARCEL C

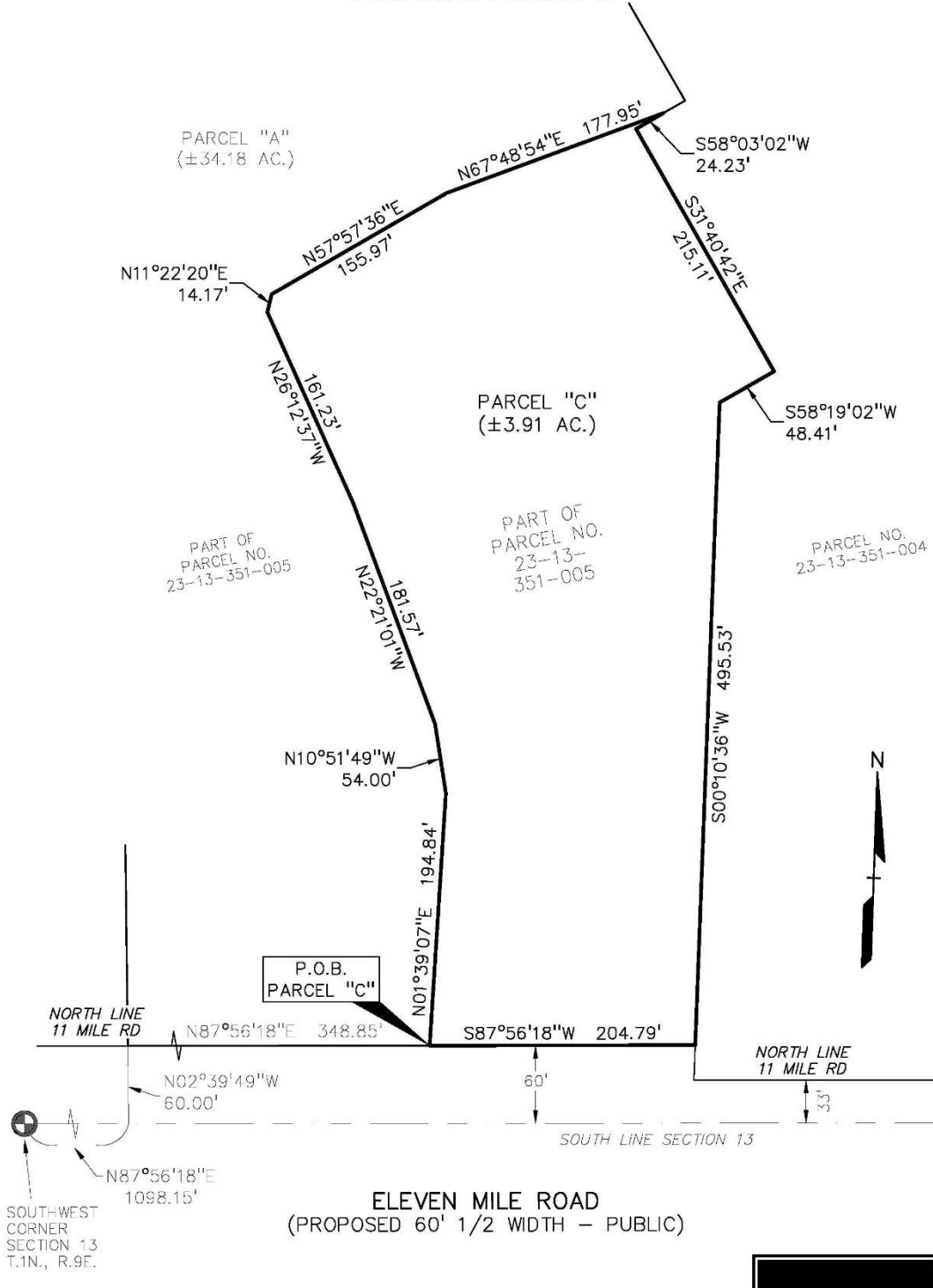


EXHIBIT C-2
REMAINING PROPERTY LEGAL DESCRIPTION

PARCEL "C" (Part of Parcel No. 23-13-351-005)

A parcel of land being part of the Southwest 1/4 of Section 13, Town 1 North, Range 9 East, City of Farmington Hills, Oakland County, Michigan, being more particularly described as follows:

Commencing at the southwest corner of said Section 13; thence along the south line of said section, N87°56'18"E, 1098.15 feet;

thence N02°39'49"W, 60.00 feet to the north line of Eleven Mile Road (proposed 60 foot half width);

thence along said north line, N87°56'18"E, 348.85 feet to the POINT OF BEGINNING, said point being on the easterly line of a Conservation Easement, as recorded in Liber 40430, Page 196, Oakland County Records;

thence continuing along said Conservation Easement the following seven (7) courses:

1) N01°39'07"E, 194.84 feet and

2) N10°51'49"W, 54.00 feet and

3) N22°21'01"W, 181.57 feet and

4) N26°12'37"W, 161.23 feet and

5) N11°22'20"E, 14.17 feet and

6) N57°57'36"E, 155.97 feet and

7) N67°48'54"E, 177.95 feet;

thence S58°03'02"W, 24.23 feet;

thence S31°40'42"E, 215.11 feet;

thence S58°19'02"W, 48.41 feet;

thence S00°10'36"W, 495.53 feet to the aforementioned north line of 11 Mile Road;

thence along said north line, S87°56'18"W, 204.79 feet to the POINT OF BEGINNING.

Containing 3.91 acres of land, more or less.

EXHIBIT D RETAINED STRUCTURES

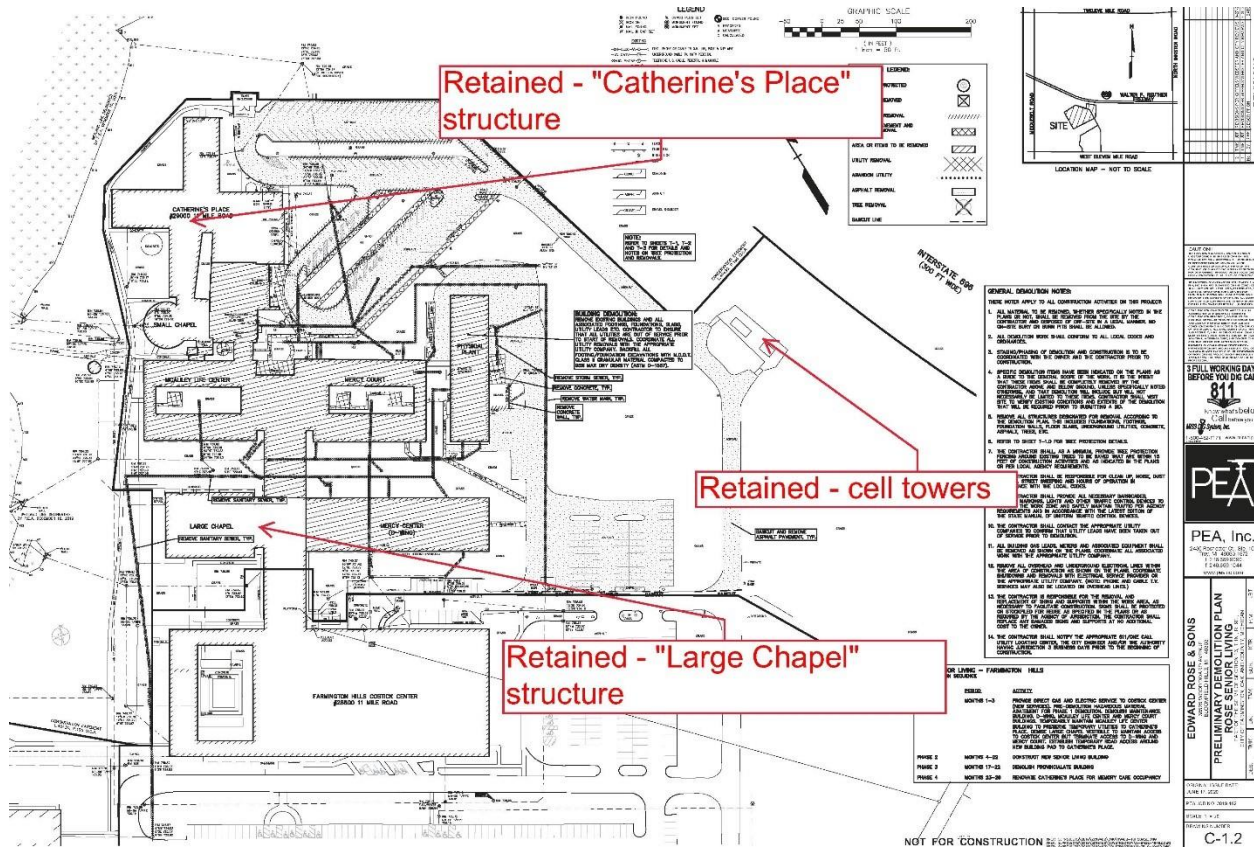


EXHIBIT E
OPTION AGREEMENT
(ATTACH)

EXHIBIT F PUD PLANS

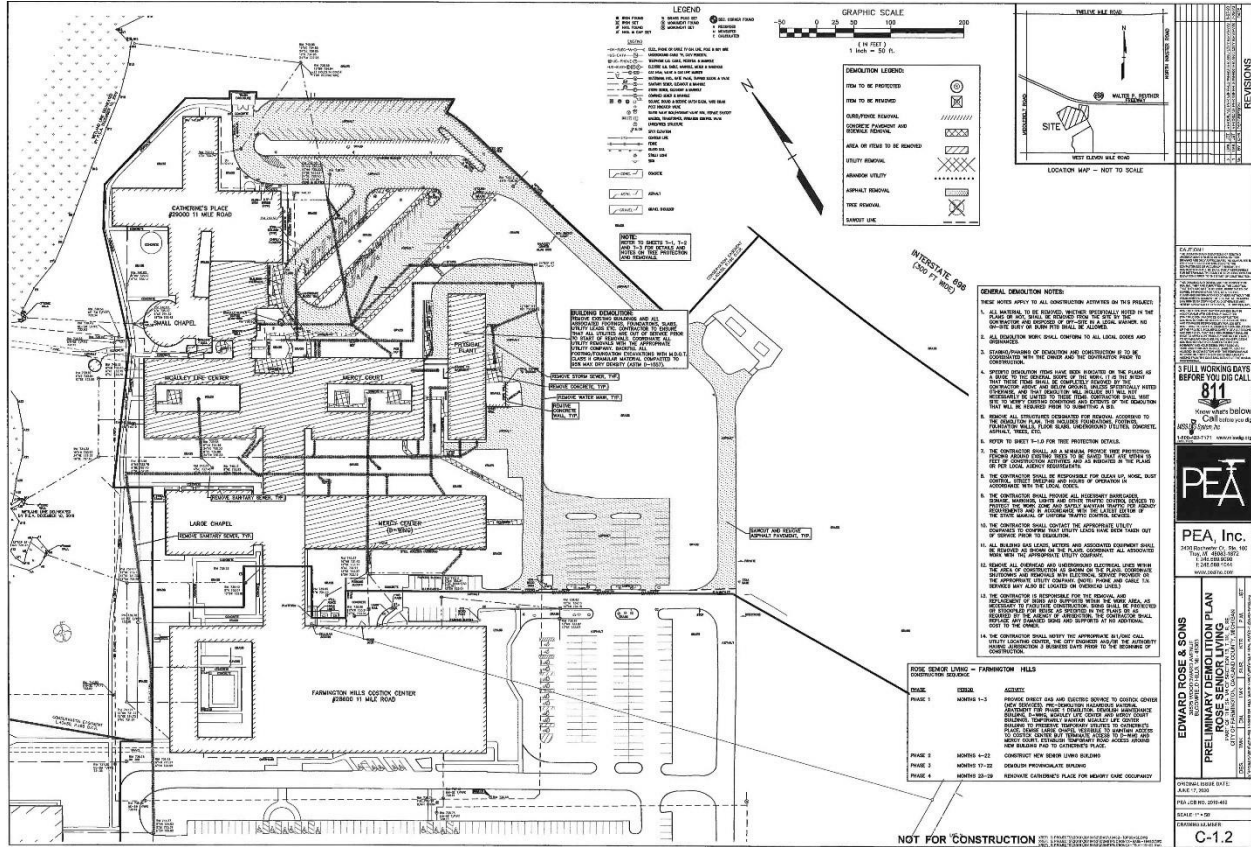


EXHIBIT F PUD PLANS

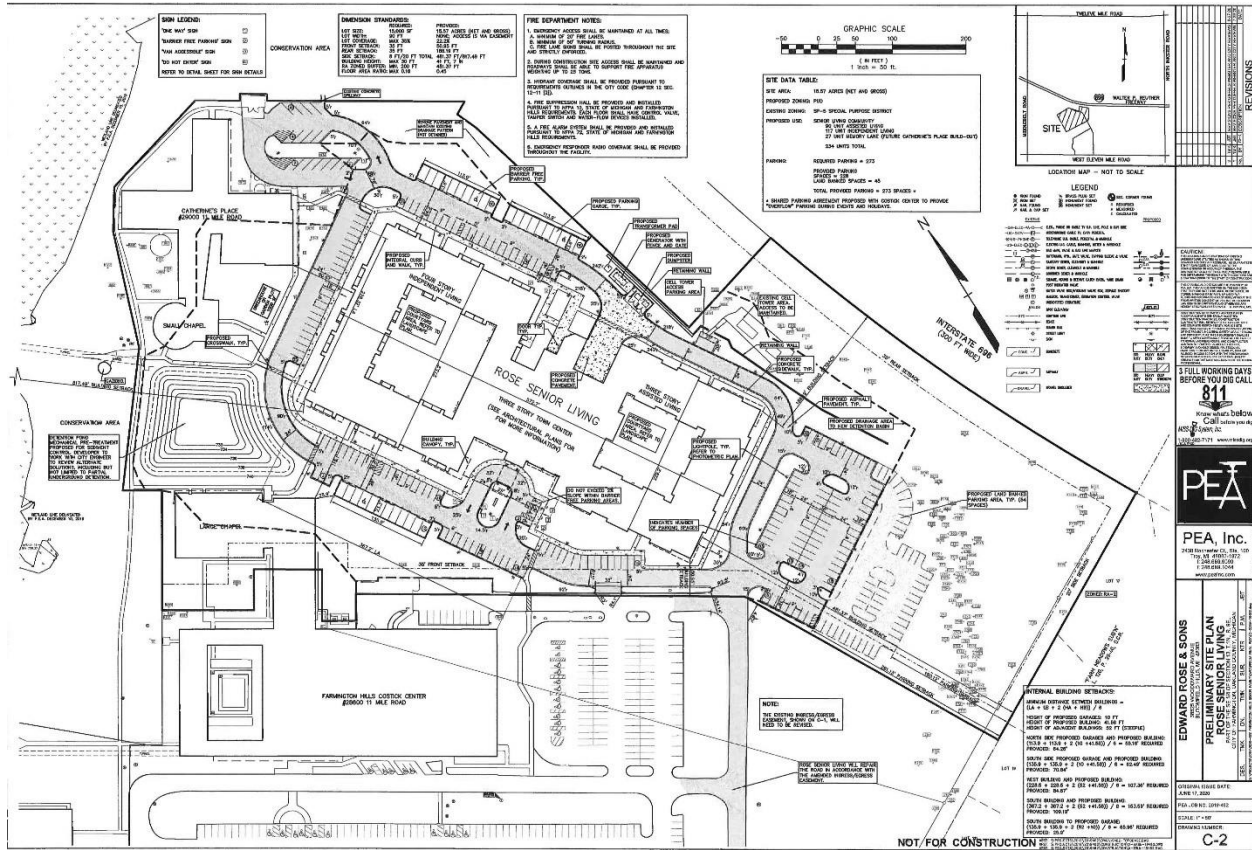


EXHIBIT F PUD PLANS

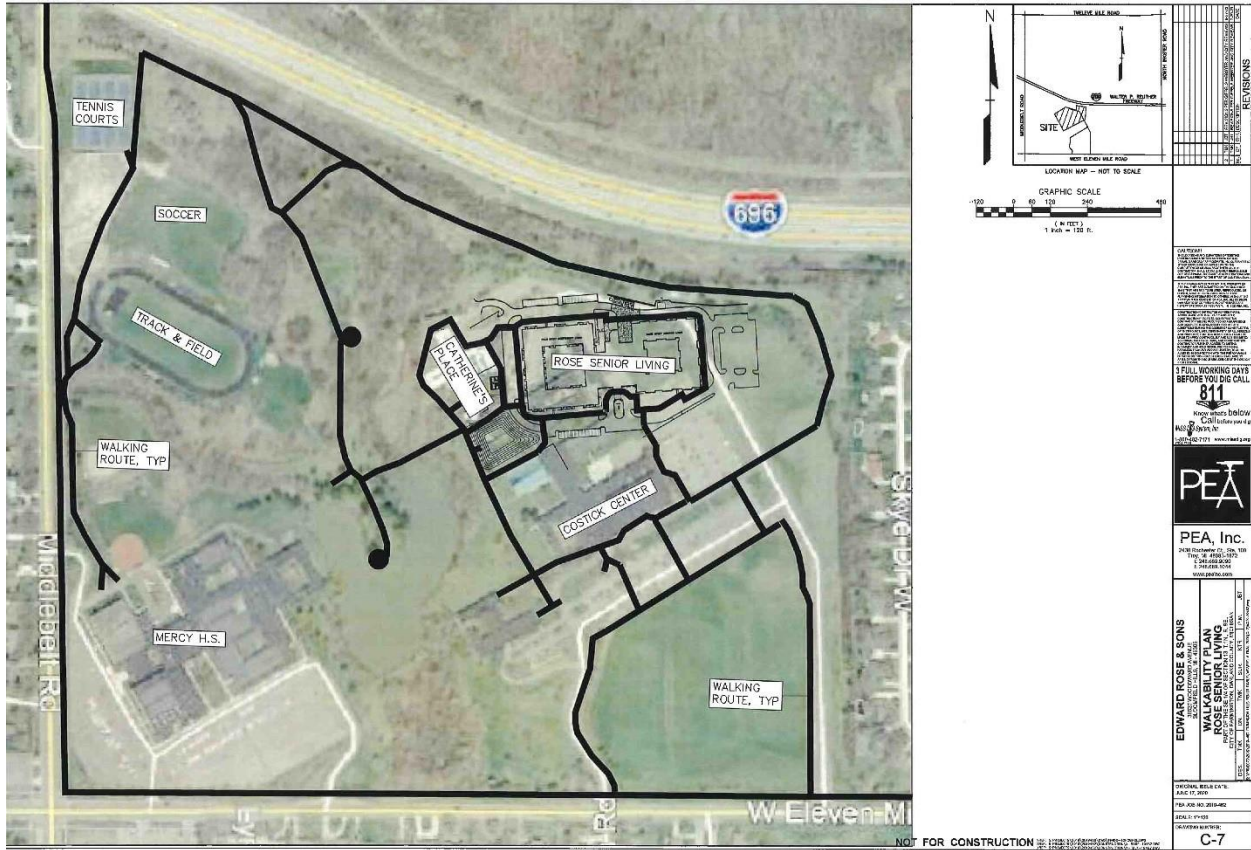


EXHIBIT F PUD PLANS

GRAPHIC SCALE
1" = 40' FT.

DECIDUOUS TREE PLANT LIST:

QUANTITY	KEY SYMBOL	COMMON NAME	SCIENTIFIC NAME	SIZE	SPEC.
37	DB3	Spotted Lanternfly	Spotted Lanternfly	2" Cal.	DB3
37	DB4	Black Gum	Black Gum	2" Cal.	DB4
63	DB5	Red Maple	Red Maple	2" Cal.	DB5
4	DB6	White Birch	White Birch	2" Cal.	DB6
10	DB7	Spotted Lanternfly	Spotted Lanternfly	2" Cal.	DB7
10	DB8	Red Maple	Red Maple	2" Cal.	DB8
3	DB9	Spotted Lanternfly	Spotted Lanternfly	2" Cal.	DB9
3	DB10	Red Maple	Red Maple	2" Cal.	DB10
3	DB11	White Birch	White Birch	2" Cal.	DB11
3	DB12	Black Gum	Black Gum	2" Cal.	DB12
3	DB13	Spotted Lanternfly	Spotted Lanternfly	2" Cal.	DB13
3	DB14	Red Maple	Red Maple	2" Cal.	DB14
3	DB15	White Birch	White Birch	2" Cal.	DB15
3	DB16	Black Gum	Black Gum	2" Cal.	DB16
3	DB17	Spotted Lanternfly	Spotted Lanternfly	2" Cal.	DB17
3	DB18	Red Maple	Red Maple	2" Cal.	DB18
3	DB19	White Birch	White Birch	2" Cal.	DB19
3	DB20	Black Gum	Black Gum	2" Cal.	DB20
3	DB21	Spotted Lanternfly	Spotted Lanternfly	2" Cal.	DB21
3	DB22	Red Maple	Red Maple	2" Cal.	DB22
3	DB23	White Birch	White Birch	2" Cal.	DB23
3	DB24	Black Gum	Black Gum	2" Cal.	DB24
3	DB25	Spotted Lanternfly	Spotted Lanternfly	2" Cal.	DB25
3	DB26	Red Maple	Red Maple	2" Cal.	DB26
3	DB27	White Birch	White Birch	2" Cal.	DB27
3	DB28	Black Gum	Black Gum	2" Cal.	DB28
3	DB29	Spotted Lanternfly	Spotted Lanternfly	2" Cal.	DB29
3	DB30	Red Maple	Red Maple	2" Cal.	DB30
3	DB31	White Birch	White Birch	2" Cal.	DB31
3	DB32	Black Gum	Black Gum	2" Cal.	DB32
3	DB33	Spotted Lanternfly	Spotted Lanternfly	2" Cal.	DB33
3	DB34	Red Maple	Red Maple	2" Cal.	DB34
3	DB35	White Birch	White Birch	2" Cal.	DB35
3	DB36	Black Gum	Black Gum	2" Cal.	DB36
3	DB37	Spotted Lanternfly	Spotted Lanternfly	2" Cal.	DB37
3	DB38	Red Maple	Red Maple	2" Cal.	DB38
3	DB39	White Birch	White Birch	2" Cal.	DB39
3	DB40	Black Gum	Black Gum	2" Cal.	DB40
3	DB41	Spotted Lanternfly	Spotted Lanternfly	2" Cal.	DB41
3	DB42	Red Maple	Red Maple	2" Cal.	DB42
3	DB43	White Birch	White Birch	2" Cal.	DB43
3	DB44	Black Gum	Black Gum	2" Cal.	DB44
3	DB45	Spotted Lanternfly	Spotted Lanternfly	2" Cal.	DB45
3	DB46	Red Maple	Red Maple	2" Cal.	DB46
3	DB47	White Birch	White Birch	2" Cal.	DB47
3	DB48	Black Gum	Black Gum	2" Cal.	DB48
3	DB49	Spotted Lanternfly	Spotted Lanternfly	2" Cal.	DB49
3	DB50	Red Maple	Red Maple	2" Cal.	DB50
3	DB51	White Birch	White Birch	2" Cal.	DB51
3	DB52	Black Gum	Black Gum	2" Cal.	DB52
3	DB53	Spotted Lanternfly	Spotted Lanternfly	2" Cal.	DB53
3	DB54	Red Maple	Red Maple	2" Cal.	DB54
3	DB55	White Birch	White Birch	2" Cal.	DB55
3	DB56	Black Gum	Black Gum	2" Cal.	DB56
3	DB57	Spotted Lanternfly	Spotted Lanternfly	2" Cal.	DB57
3	DB58	Red Maple	Red Maple	2" Cal.	DB58
3	DB59	White Birch	White Birch	2" Cal.	DB59
3	DB60	Black Gum	Black Gum	2" Cal.	DB60
3	DB61	Spotted Lanternfly	Spotted Lanternfly	2" Cal.	DB61
3	DB62	Red Maple	Red Maple	2" Cal.	DB62
3	DB63	White Birch	White Birch	2" Cal.	DB63
3	DB64	Black Gum	Black Gum	2" Cal.	DB64
3	DB65	Spotted Lanternfly	Spotted Lanternfly	2" Cal.	DB65
3	DB66	Red Maple	Red Maple	2" Cal.	DB66
3	DB67	White Birch	White Birch	2" Cal.	DB67
3	DB68	Black Gum	Black Gum	2" Cal.	DB68
3	DB69	Spotted Lanternfly	Spotted Lanternfly	2" Cal.	DB69
3	DB70	Red Maple	Red Maple	2" Cal.	DB70
3	DB71	White Birch	White Birch	2" Cal.	DB71
3	DB72	Black Gum	Black Gum	2" Cal.	DB72
3	DB73	Spotted Lanternfly	Spotted Lanternfly	2" Cal.	DB73
3	DB74	Red Maple	Red Maple	2" Cal.	DB74
3	DB75	White Birch	White Birch	2" Cal.	DB75
3	DB76	Black Gum	Black Gum	2" Cal.	DB76
3	DB77	Spotted Lanternfly	Spotted Lanternfly	2" Cal.	DB77
3	DB78	Red Maple	Red Maple	2" Cal.	DB78
3	DB79	White Birch	White Birch	2" Cal.	DB79
3	DB80	Black Gum	Black Gum	2" Cal.	DB80
3	DB81	Spotted Lanternfly	Spotted Lanternfly	2" Cal.	DB81
3	DB82	Red Maple	Red Maple	2" Cal.	DB82
3	DB83	White Birch	White Birch	2" Cal.	DB83
3	DB84	Black Gum	Black Gum	2" Cal.	DB84
3	DB85	Spotted Lanternfly	Spotted Lanternfly	2" Cal.	DB85
3	DB86	Red Maple	Red Maple	2" Cal.	DB86
3	DB87	White Birch	White Birch	2" Cal.	DB87
3	DB88	Black Gum	Black Gum	2" Cal.	DB88
3	DB89	Spotted Lanternfly	Spotted Lanternfly	2" Cal.	DB89
3	DB90	Red Maple	Red Maple	2" Cal.	DB90
3	DB91	White Birch	White Birch	2" Cal.	DB91
3	DB92	Black Gum	Black Gum	2" Cal.	DB92
3	DB93	Spotted Lanternfly	Spotted Lanternfly	2" Cal.	DB93
3	DB94	Red Maple	Red Maple	2" Cal.	DB94
3	DB95	White Birch	White Birch	2" Cal.	DB95
3	DB96	Black Gum	Black Gum	2" Cal.	DB96
3	DB97	Spotted Lanternfly	Spotted Lanternfly	2" Cal.	DB97
3	DB98	Red Maple	Red Maple	2" Cal.	DB98
3	DB99	White Birch	White Birch	2" Cal.	DB99
3	DB100	Black Gum	Black Gum	2" Cal.	DB100

EVERGREEN TREE PLANT LIST:

QUANTITY	KEY SYMBOL	COMMON NAME	SCIENTIFIC NAME	SIZE	SPEC.
1	EB1	Blue Spruce	Blue Spruce	2" Cal.	EB1
1	EB2	Black Spruce	Black Spruce	2" Cal.	EB2
1	EB3	Colorado Spruce	Colorado Spruce	2" Cal.	EB3
1	EB4	White Pine	White Pine	2" Cal.	EB4
1	EB5	Blue Spruce	Blue Spruce	2" Cal.	EB5
1	EB6	Black Spruce	Black Spruce	2" Cal.	EB6
1	EB7	Colorado Spruce	Colorado Spruce	2" Cal.	EB7
1	EB8	White Pine	White Pine	2" Cal.	EB8
1	EB9	Blue Spruce	Blue Spruce	2" Cal.	EB9
1	EB10	Black Spruce	Black Spruce	2" Cal.	EB10
1	EB11	Colorado Spruce	Colorado Spruce	2" Cal.	EB11
1	EB12	White Pine	White Pine	2" Cal.	EB12

LANDSCAPE CALCULATIONS:
TOTAL TREES: 100
TOTAL SPECIES: 10

GENERAL PLANTING NOTES:

1. LANDSCAPE CONTRACTOR SHALL... (text continues)
2. ALL TREES TO BE... (text continues)
3. ALL TREES TO BE... (text continues)
4. ALL TREES TO BE... (text continues)
5. ALL TREES TO BE... (text continues)
6. ALL TREES TO BE... (text continues)
7. ALL TREES TO BE... (text continues)
8. ALL TREES TO BE... (text continues)
9. ALL TREES TO BE... (text continues)
10. ALL TREES TO BE... (text continues)
11. ALL TREES TO BE... (text continues)
12. ALL TREES TO BE... (text continues)
13. ALL TREES TO BE... (text continues)
14. ALL TREES TO BE... (text continues)
15. ALL TREES TO BE... (text continues)
16. ALL TREES TO BE... (text continues)
17. ALL TREES TO BE... (text continues)
18. ALL TREES TO BE... (text continues)
19. ALL TREES TO BE... (text continues)
20. ALL TREES TO BE... (text continues)

NOT FOR CONSTRUCTION

EXHIBIT F PUD PLANS



NOT FOR CONSTRUCTION

NO.	DATE	REVISIONS
1	07/20/2021	ISSUED FOR PERMITS
2	07/20/2021	ISSUED FOR PERMITS
3	07/20/2021	ISSUED FOR PERMITS
4	07/20/2021	ISSUED FOR PERMITS
5	07/20/2021	ISSUED FOR PERMITS
6	07/20/2021	ISSUED FOR PERMITS
7	07/20/2021	ISSUED FOR PERMITS
8	07/20/2021	ISSUED FOR PERMITS
9	07/20/2021	ISSUED FOR PERMITS
10	07/20/2021	ISSUED FOR PERMITS
11	07/20/2021	ISSUED FOR PERMITS
12	07/20/2021	ISSUED FOR PERMITS
13	07/20/2021	ISSUED FOR PERMITS
14	07/20/2021	ISSUED FOR PERMITS
15	07/20/2021	ISSUED FOR PERMITS
16	07/20/2021	ISSUED FOR PERMITS
17	07/20/2021	ISSUED FOR PERMITS
18	07/20/2021	ISSUED FOR PERMITS
19	07/20/2021	ISSUED FOR PERMITS
20	07/20/2021	ISSUED FOR PERMITS


 JOHN W. ROSE, P.E.
 License No. 0000000000
 State of Tennessee

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 www.811.org

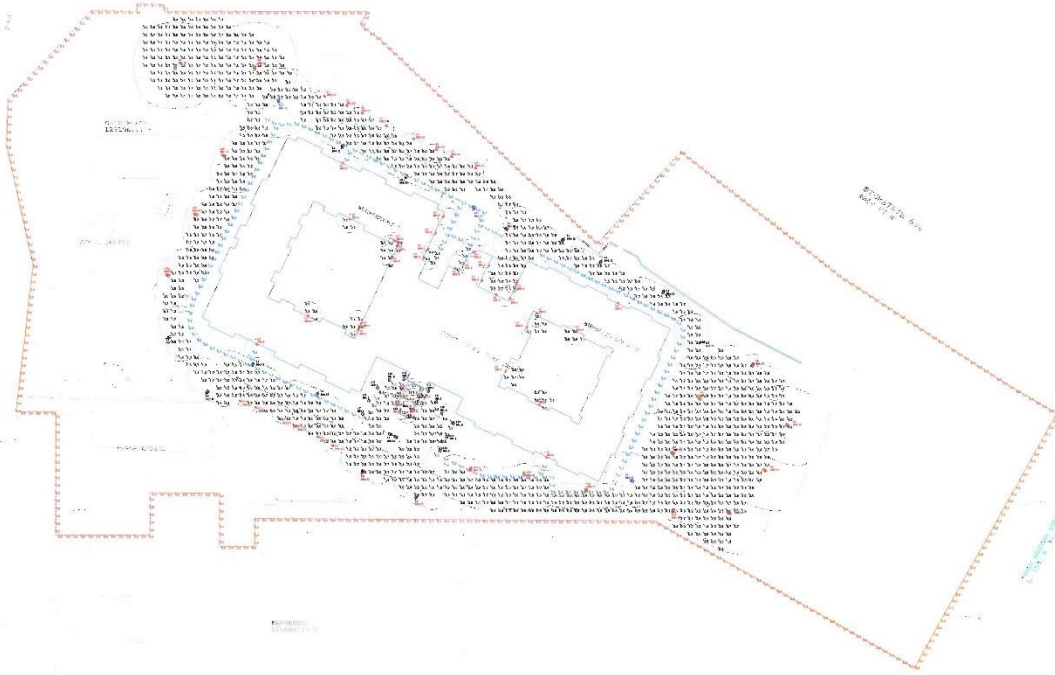

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 2400 Riverchase Ct., Ste. 410
 Nashville, TN 37214
 Phone: 615-262-8800
 Fax: 615-262-8801
 www.peainc.com

EDWARD ROSE & SONS
 CONCEPTUAL AMENITIES
 ROSE SENIOR LIVING
 6710 THE HOLLOWAY, NASHVILLE, TN 37214
 615-262-8800

PROJECT: SENIOR LIVING
 SHEET NO. 0000000000
 PLOT AND HOUSING
 DRAWING NO.
 CREW/SCALE: 1/8"=1'-0"

L-2

EXHIBIT F PUD PLANS



Scale: 1 inch = 40 ft.

Symbol	Qty	Label	LLF	Description	Lum. Waits	Lum. Lumens
1	1	L1	0.80	4000K ALC-40W	11.2	1638
2	1	L2	0.80	0.800 QLEONAF-21-ED-E1-6L24HS	11.2	1638
3	1	L3	0.80	0.800 QLEONAF-21-ED-E1-8W-2100	11.2	1638
4	1	L4	0.80	0.800 QLEONAF-21-L22-C1-6L24HS	35	5229
5	1	L5	0.80	0.800 QLEONAF-21-L22-C1-8W-2100	35	5229
6	1	L6	0.80	0.800 QLEONAF-21-L22-C1-6L24HS-RE	35	5229
7	1	L7	0.80	0.800 QLEONAF-21-L22-C1-8W-2100-RE	35	5229
8	1	L8	0.80	0.800 QLEONAF-21-L22-C1-6L24HS	11.2	1638
9	1	L9	0.80	0.800 QLEONAF-21-L22-C1-8W-2100	11.2	1638
10	1	L10	0.80	0.800 QLEONAF-21-L22-C1-6L24HS	11.2	1638
11	1	L11	0.80	0.800 QLEONAF-21-L22-C1-8W-2100	11.2	1638
12	1	L12	0.80	0.800 QLEONAF-21-L22-C1-6L24HS	11.2	1638
13	1	L13	0.80	0.800 QLEONAF-21-L22-C1-8W-2100	11.2	1638
14	1	L14	0.80	0.800 QLEONAF-21-L22-C1-6L24HS	11.2	1638
15	1	L15	0.80	0.800 QLEONAF-21-L22-C1-8W-2100	11.2	1638
16	1	L16	0.80	0.800 QLEONAF-21-L22-C1-6L24HS	11.2	1638
17	1	L17	0.80	0.800 QLEONAF-21-L22-C1-8W-2100	11.2	1638
18	1	L18	0.80	0.800 QLEONAF-21-L22-C1-6L24HS	11.2	1638
19	1	L19	0.80	0.800 QLEONAF-21-L22-C1-8W-2100	11.2	1638
20	1	L20	0.80	0.800 QLEONAF-21-L22-C1-6L24HS	11.2	1638
21	1	L21	0.80	0.800 QLEONAF-21-L22-C1-8W-2100	11.2	1638
22	1	L22	0.80	0.800 QLEONAF-21-L22-C1-6L24HS	11.2	1638
23	1	L23	0.80	0.800 QLEONAF-21-L22-C1-8W-2100	11.2	1638
24	1	L24	0.80	0.800 QLEONAF-21-L22-C1-6L24HS	11.2	1638
25	1	L25	0.80	0.800 QLEONAF-21-L22-C1-8W-2100	11.2	1638
26	1	L26	0.80	0.800 QLEONAF-21-L22-C1-6L24HS	11.2	1638
27	1	L27	0.80	0.800 QLEONAF-21-L22-C1-8W-2100	11.2	1638
28	1	L28	0.80	0.800 QLEONAF-21-L22-C1-6L24HS	11.2	1638
29	1	L29	0.80	0.800 QLEONAF-21-L22-C1-8W-2100	11.2	1638
30	1	L30	0.80	0.800 QLEONAF-21-L22-C1-6L24HS	11.2	1638
31	1	L31	0.80	0.800 QLEONAF-21-L22-C1-8W-2100	11.2	1638
32	1	L32	0.80	0.800 QLEONAF-21-L22-C1-6L24HS	11.2	1638
33	1	L33	0.80	0.800 QLEONAF-21-L22-C1-8W-2100	11.2	1638
34	1	L34	0.80	0.800 QLEONAF-21-L22-C1-6L24HS	11.2	1638
35	1	L35	0.80	0.800 QLEONAF-21-L22-C1-8W-2100	11.2	1638
36	1	L36	0.80	0.800 QLEONAF-21-L22-C1-6L24HS	11.2	1638
37	1	L37	0.80	0.800 QLEONAF-21-L22-C1-8W-2100	11.2	1638
38	1	L38	0.80	0.800 QLEONAF-21-L22-C1-6L24HS	11.2	1638
39	1	L39	0.80	0.800 QLEONAF-21-L22-C1-8W-2100	11.2	1638
40	1	L40	0.80	0.800 QLEONAF-21-L22-C1-6L24HS	11.2	1638
41	1	L41	0.80	0.800 QLEONAF-21-L22-C1-8W-2100	11.2	1638
42	1	L42	0.80	0.800 QLEONAF-21-L22-C1-6L24HS	11.2	1638
43	1	L43	0.80	0.800 QLEONAF-21-L22-C1-8W-2100	11.2	1638
44	1	L44	0.80	0.800 QLEONAF-21-L22-C1-6L24HS	11.2	1638
45	1	L45	0.80	0.800 QLEONAF-21-L22-C1-8W-2100	11.2	1638
46	1	L46	0.80	0.800 QLEONAF-21-L22-C1-6L24HS	11.2	1638
47	1	L47	0.80	0.800 QLEONAF-21-L22-C1-8W-2100	11.2	1638
48	1	L48	0.80	0.800 QLEONAF-21-L22-C1-6L24HS	11.2	1638
49	1	L49	0.80	0.800 QLEONAF-21-L22-C1-8W-2100	11.2	1638
50	1	L50	0.80	0.800 QLEONAF-21-L22-C1-6L24HS	11.2	1638

Label	Units	Avg	Max	M/F	Mounting	Adj/ft
Four Story Corridor Exit Doors	FC	9.35	10.6	0.5	21.50	6.79
Main Entrance Canopy	FC	14.09	17.4	0.2	3.00	2.37
Main Entrance Walkway	FC	3.3	6.6	1.0	6.00	3.12
Front and Back Entrances	FC	1.65	3.3	0.4	4.00	2.89
Front Entry	FC	0.82	1.65	0.2	1.50	1.45
Secondary Entrances	FC	0.82	1.65	0.2	4.00	2.89
Signage	FC	1.65	3.3	0.2	1.50	1.45
Signage Of Main Parking & Drive	FC	1.65	3.3	0.4	7.50	3.08
Three Story Corridor Exit Doors	FC	2.48	2.8	0.4	15.25	5.61

CALCULATION POINTS ARE AT GRADE LEVEL.
MOUNTING HEIGHTS ARE INDICATED ADJACENT TO THE FIXTURE TAG (MOUNTING).

NOTE:
1. ALL LIGHTING FIXTURES ARE ASSUMED TO BE MOUNTED AT THE HEIGHTS INDICATED IN THE CALCULATION SUMMARY.
2. ALL LIGHTING FIXTURES ARE ASSUMED TO BE MOUNTED AT THE HEIGHTS INDICATED IN THE CALCULATION SUMMARY.
3. ALL LIGHTING FIXTURES ARE ASSUMED TO BE MOUNTED AT THE HEIGHTS INDICATED IN THE CALCULATION SUMMARY.
4. ALL LIGHTING FIXTURES ARE ASSUMED TO BE MOUNTED AT THE HEIGHTS INDICATED IN THE CALCULATION SUMMARY.
5. ALL LIGHTING FIXTURES ARE ASSUMED TO BE MOUNTED AT THE HEIGHTS INDICATED IN THE CALCULATION SUMMARY.

REVISION: 08/14/20
 08/14/20
 08/26/20
 REVISION NO. 1
 REVISION NO. 2
 PROJECT NO. CLC20-75472
 SHEET NO. L201
 PROJECT TITLE: PROPOSED METRIC CALCULATION SITE LIGHTING
 PROJECT TITLE: ROSE SENIOR BUILDING FARMINGTON HILLS, MI
 32755 Main Street, Farmington Hills, MI 48334
 P. 248.311.1212
 C. 248.311.1212
 WWW.CLARUSLIGHTING.COM

EXHIBIT F PUD PLANS



REVISION NO. 2
 08-28-20
 08-28-20
 PROJECT TITLE
 ROSE SENIOR LIVING
 FARMINGTON HILLS, MI
 SHEET TITLE
 PHOTOMETRIC CALCULATION
 SITE LIGHTING
 PARTIAL ENLARGED VIEW
 DATE
 08-28-20
 PROJECT No.
 CLC23-75472
 SHEET No.
 L202



30745 Birmingham St.
 Farmington Hills, MI 48334
 P: 248.871.2222
 F: 248.871.2222
 E: info@claruslighting.com

EXHIBIT F PUD PLANS



Scale: 1 inch = 25 FT.

DATE: 08-26-20
 PROJECT No: CLC20-75472
 SHEET No: L203

SHEET TITLE:
 PHOTOMETRIC CALCULATION
 PARTIAL ENLARGED VIEW

PROJECT TITLE:
 ROSE SENIOR LIVING
 FARMINGTON HILLS, MI

PREPARED BY:
 CLARUS
 17700 WOODBURN
 FARMINGTON HILLS, MI 48334
 P: 248.477.0000
 E: info@clarus-illum.com

REVISION:
 REVISION NO. 2

DATE:
 08-26-20

EXHIBIT F
PUD PLANS

<p>Lumark</p> <p>ROSE SENIOR LIVING L1</p> <p>AXOS / AXCEL ACCENT</p> <table border="1"><thead><tr><th>Item</th><th>Qty</th><th>Notes</th></tr></thead><tbody><tr><td>1</td><td>1</td><td>1.0000</td></tr></tbody></table>	Item	Qty	Notes	1	1	1.0000	<p>McGraw-Edison</p> <p>ROSE SENIOR CENTER L2</p> <p>GLEASON GALLEON LED</p> <table border="1"><thead><tr><th>Item</th><th>Qty</th><th>Notes</th></tr></thead><tbody><tr><td>1</td><td>1</td><td>1.0000</td></tr></tbody></table>	Item	Qty	Notes	1	1	1.0000	<p>McGraw-Edison</p> <p>ROSE SENIOR CENTER L3</p> <p>GLEASON GALLEON LED</p> <table border="1"><thead><tr><th>Item</th><th>Qty</th><th>Notes</th></tr></thead><tbody><tr><td>1</td><td>1</td><td>1.0000</td></tr></tbody></table>	Item	Qty	Notes	1	1	1.0000	<p>McGraw-Edison</p> <p>ROSE SENIOR CENTER L4</p> <p>GLEASON GALLEON LED</p> <table border="1"><thead><tr><th>Item</th><th>Qty</th><th>Notes</th></tr></thead><tbody><tr><td>1</td><td>1</td><td>1.0000</td></tr></tbody></table>	Item	Qty	Notes	1	1	1.0000
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<p>McGraw-Edison</p> <p>ROSE SENIOR CENTER L5</p> <p>GLEASON GALLEON LED</p> <table border="1"><thead><tr><th>Item</th><th>Qty</th><th>Notes</th></tr></thead><tbody><tr><td>1</td><td>1</td><td>1.0000</td></tr></tbody></table>	Item	Qty	Notes	1	1	1.0000	<p>McGraw-Edison</p> <p>ROSE SENIOR CENTER L6</p> <p>GLEASON GALLEON LED</p> <table border="1"><thead><tr><th>Item</th><th>Qty</th><th>Notes</th></tr></thead><tbody><tr><td>1</td><td>1</td><td>1.0000</td></tr></tbody></table>	Item	Qty	Notes	1	1	1.0000	<p>McGraw-Edison</p> <p>ROSE SENIOR CENTER L7</p> <p>GLEASON GALLEON LED</p> <table border="1"><thead><tr><th>Item</th><th>Qty</th><th>Notes</th></tr></thead><tbody><tr><td>1</td><td>1</td><td>1.0000</td></tr></tbody></table>	Item	Qty	Notes	1	1	1.0000	<p>McGraw-Edison</p> <p>ROSE SENIOR CENTER L8</p> <p>GLEASON GALLEON LED</p> <table border="1"><thead><tr><th>Item</th><th>Qty</th><th>Notes</th></tr></thead><tbody><tr><td>1</td><td>1</td><td>1.0000</td></tr></tbody></table>	Item	Qty	Notes	1	1	1.0000
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NOT FOR CONSTRUCTION

REVISIONS

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ROSE SENIOR LIVING
4775 PATTERSON BLVD., SUITE 100
ST. LOUIS, MO 63114
TEL: 314-733-4000
WWW.EDWARDROSE.COM

GENERAL SERIAL EXHIBIT
L204

EXHIBIT F - 2017
DATE: 11/14/17

EXHIBIT F PUD PLANS

McGraw-Edison
ROSE SENIOR CENTER L9

DESCRIPTION:
This fixture is designed for use in a variety of applications including retail, commercial, and residential. It features a modern, minimalist design with a wide, adjustable arm and a large, clear lens. The fixture is constructed from high-quality materials and is available in multiple finishes and colors.

FEATURES:
- Adjustable arm
- Large clear lens
- Multiple finishes and colors
- High-quality construction

INSTALLATION:
This fixture is designed for easy installation. It can be mounted to a wall or ceiling using the provided hardware. The adjustable arm allows for easy adjustment of the light direction.

WARRANTY:
This fixture is covered by a 5-year warranty against manufacturing defects.

FINISHES:
- White
- Black
- Bronze
- Nickel
- Chrome

COLOUR MATCHING:
This fixture is available in a wide range of colors to match your decor. Please contact your local distributor for more information.

ROSE SENIOR CENTER L9

McGraw-Edison
ROSE SENIOR CENTER L10

DESCRIPTION:
This fixture is designed for use in a variety of applications including retail, commercial, and residential. It features a modern, minimalist design with a wide, adjustable arm and a large, clear lens. The fixture is constructed from high-quality materials and is available in multiple finishes and colors.

FEATURES:
- Adjustable arm
- Large clear lens
- Multiple finishes and colors
- High-quality construction

INSTALLATION:
This fixture is designed for easy installation. It can be mounted to a wall or ceiling using the provided hardware. The adjustable arm allows for easy adjustment of the light direction.

WARRANTY:
This fixture is covered by a 5-year warranty against manufacturing defects.

FINISHES:
- White
- Black
- Bronze
- Nickel
- Chrome

COLOUR MATCHING:
This fixture is available in a wide range of colors to match your decor. Please contact your local distributor for more information.

ROSE SENIOR CENTER L10

McGraw-Edison
ROSE SENIOR CENTER L11

DESCRIPTION:
This fixture is designed for use in a variety of applications including retail, commercial, and residential. It features a modern, minimalist design with a wide, adjustable arm and a large, clear lens. The fixture is constructed from high-quality materials and is available in multiple finishes and colors.

FEATURES:
- Adjustable arm
- Large clear lens
- Multiple finishes and colors
- High-quality construction

INSTALLATION:
This fixture is designed for easy installation. It can be mounted to a wall or ceiling using the provided hardware. The adjustable arm allows for easy adjustment of the light direction.

WARRANTY:
This fixture is covered by a 5-year warranty against manufacturing defects.

FINISHES:
- White
- Black
- Bronze
- Nickel
- Chrome

COLOUR MATCHING:
This fixture is available in a wide range of colors to match your decor. Please contact your local distributor for more information.

ROSE SENIOR CENTER L11

McGraw-Edison
ROSE SENIOR CENTER L9

DESCRIPTION:
This fixture is designed for use in a variety of applications including retail, commercial, and residential. It features a modern, minimalist design with a wide, adjustable arm and a large, clear lens. The fixture is constructed from high-quality materials and is available in multiple finishes and colors.

FEATURES:
- Adjustable arm
- Large clear lens
- Multiple finishes and colors
- High-quality construction

INSTALLATION:
This fixture is designed for easy installation. It can be mounted to a wall or ceiling using the provided hardware. The adjustable arm allows for easy adjustment of the light direction.

WARRANTY:
This fixture is covered by a 5-year warranty against manufacturing defects.

FINISHES:
- White
- Black
- Bronze
- Nickel
- Chrome

COLOUR MATCHING:
This fixture is available in a wide range of colors to match your decor. Please contact your local distributor for more information.

ROSE SENIOR CENTER L9

McGraw-Edison
ROSE SENIOR CENTER L10

DESCRIPTION:
This fixture is designed for use in a variety of applications including retail, commercial, and residential. It features a modern, minimalist design with a wide, adjustable arm and a large, clear lens. The fixture is constructed from high-quality materials and is available in multiple finishes and colors.

FEATURES:
- Adjustable arm
- Large clear lens
- Multiple finishes and colors
- High-quality construction

INSTALLATION:
This fixture is designed for easy installation. It can be mounted to a wall or ceiling using the provided hardware. The adjustable arm allows for easy adjustment of the light direction.

WARRANTY:
This fixture is covered by a 5-year warranty against manufacturing defects.

FINISHES:
- White
- Black
- Bronze
- Nickel
- Chrome

COLOUR MATCHING:
This fixture is available in a wide range of colors to match your decor. Please contact your local distributor for more information.

ROSE SENIOR CENTER L10

McGraw-Edison
ROSE SENIOR CENTER L11

DESCRIPTION:
This fixture is designed for use in a variety of applications including retail, commercial, and residential. It features a modern, minimalist design with a wide, adjustable arm and a large, clear lens. The fixture is constructed from high-quality materials and is available in multiple finishes and colors.

FEATURES:
- Adjustable arm
- Large clear lens
- Multiple finishes and colors
- High-quality construction

INSTALLATION:
This fixture is designed for easy installation. It can be mounted to a wall or ceiling using the provided hardware. The adjustable arm allows for easy adjustment of the light direction.

WARRANTY:
This fixture is covered by a 5-year warranty against manufacturing defects.

FINISHES:
- White
- Black
- Bronze
- Nickel
- Chrome

COLOUR MATCHING:
This fixture is available in a wide range of colors to match your decor. Please contact your local distributor for more information.

ROSE SENIOR CENTER L11

Haio Commercial
ROSE SENIOR CENTER L12

DESCRIPTION:
This fixture is designed for use in a variety of applications including retail, commercial, and residential. It features a modern, minimalist design with a wide, adjustable arm and a large, clear lens. The fixture is constructed from high-quality materials and is available in multiple finishes and colors.

FEATURES:
- Adjustable arm
- Large clear lens
- Multiple finishes and colors
- High-quality construction

INSTALLATION:
This fixture is designed for easy installation. It can be mounted to a wall or ceiling using the provided hardware. The adjustable arm allows for easy adjustment of the light direction.

WARRANTY:
This fixture is covered by a 5-year warranty against manufacturing defects.

FINISHES:
- White
- Black
- Bronze
- Nickel
- Chrome

COLOUR MATCHING:
This fixture is available in a wide range of colors to match your decor. Please contact your local distributor for more information.

ROSE SENIOR CENTER L12

ROSE SENIOR CENTER L13

DESCRIPTION:
This fixture is designed for use in a variety of applications including retail, commercial, and residential. It features a modern, minimalist design with a wide, adjustable arm and a large, clear lens. The fixture is constructed from high-quality materials and is available in multiple finishes and colors.

FEATURES:
- Adjustable arm
- Large clear lens
- Multiple finishes and colors
- High-quality construction

INSTALLATION:
This fixture is designed for easy installation. It can be mounted to a wall or ceiling using the provided hardware. The adjustable arm allows for easy adjustment of the light direction.

WARRANTY:
This fixture is covered by a 5-year warranty against manufacturing defects.

FINISHES:
- White
- Black
- Bronze
- Nickel
- Chrome

COLOUR MATCHING:
This fixture is available in a wide range of colors to match your decor. Please contact your local distributor for more information.

ROSE SENIOR CENTER L13

NOT FOR CONSTRUCTION

REVISIONS

NO.	DATE	DESCRIPTION
1	01/15/2024	ISSUED FOR PERMIT
2	02/15/2024	REVISED PER COMMENTS
3	03/15/2024	REVISED PER COMMENTS
4	04/15/2024	REVISED PER COMMENTS
5	05/15/2024	REVISED PER COMMENTS
6	06/15/2024	REVISED PER COMMENTS
7	07/15/2024	REVISED PER COMMENTS
8	08/15/2024	REVISED PER COMMENTS
9	09/15/2024	REVISED PER COMMENTS
10	10/15/2024	REVISED PER COMMENTS
11	11/15/2024	REVISED PER COMMENTS
12	12/15/2024	REVISED PER COMMENTS

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PHOTOGRAPHY
ROSE SENIOR LIVING
1000 W. MAIN ST., SUITE 100
TROY, OH 45326
Tel: 937.333.1111
www.edwardrose.com

PREPARED BY: JAM K. JONES
DATE: 01/15/2024
REVISED BY: JAM K. JONES
DATE: 02/15/2024
REVISED BY: JAM K. JONES
DATE: 03/15/2024
REVISED BY: JAM K. JONES
DATE: 04/15/2024
REVISED BY: JAM K. JONES
DATE: 05/15/2024
REVISED BY: JAM K. JONES
DATE: 06/15/2024
REVISED BY: JAM K. JONES
DATE: 07/15/2024
REVISED BY: JAM K. JONES
DATE: 08/15/2024
REVISED BY: JAM K. JONES
DATE: 09/15/2024
REVISED BY: JAM K. JONES
DATE: 10/15/2024
REVISED BY: JAM K. JONES
DATE: 11/15/2024
REVISED BY: JAM K. JONES
DATE: 12/15/2024

L205

EXHIBIT F PUD PLANS

ROSE SENIOR LIVING - FARMINGTON HILLS FARMINGTON HILLS, MICHIGAN



EDWARD ROSE
ROSE SENIOR LIVING
FARMINGTON HILLS, MI

PROJECT DIRECTORY

OWNER EDWARD ROSE & SONS 38525 Woodward Ave, P.O.Box 2011 Bloomfield Hills, MI 48303 PHONE: 248-886-5087 CONTACT: Mark Perleok	GENERAL CONTRACTOR EDWARD ROSE & SONS 38525 Woodward Ave, P.O.Box 2011 Bloomfield Hills, MI 48303 PHONE: 248-886-5523 CONTACT: Russ Reamer	STRUCTURAL SANDHAM STRUCTURAL ENGINEERS 517 Northwest Fourth Street, Suite 113 Bloomfield, MI 48301 PHONE: 248-834-1585 CONTACT: Greg Halsebeck
MANAGEMENT COMPANY EDWARD ROSE & SONS 38525 Woodward Ave, P.O.Box 2011 Bloomfield Hills, MI 48303 PHONE: 248-886-5393 CONTACT: Dan Navagan	ARCHITECT POPE ASSOCIATES, INC. 1269 Bandera Boulevard N., Suite 200 St. Paul, MN 55119 PHONE: 551-942-9200 CONTACT: Dan Heutscher	OWNER ARCHITECT EDWARD ROSE & SONS 38525 Woodward Ave, P.O.Box 2011 Bloomfield Hills, MI 48303 PHONE: 248-886-5548 CONTACT: Steve Hentel

SERVICES CONTRACTED BY OTHERS:

CIVIL ENGINEER PEA, INC. 2100 Rochester Ct, Suite 100 Troy, MI 48063 PHONE: 248-688-0000 CONTACT: John Thompson	MECHANICAL ENGINEER CAIN THOMAS 4125 White Bear Parkway Suite 100 St. Paul, MN 55119 PHONE: 651-424-9919 CONTACT: Scott Thomas
LANDSCAPE ARCHITECT PEA, INC. 45 W. Grand River Ave., Suite 501 Detroit, MI 48226 PHONE: 313-708-5735 CONTACT: Kimberly Dietzel	ELECTRICAL ENGINEER CAIN THOMAS 4125 White Bear Parkway Suite 100 St. Paul, MN 55119 PHONE: 651-424-9919 CONTACT: Jay Cain

SHEET INDEX

NO.	DESCRIPTION	DATE	BY	CHKD.
1	PROJECT PLAN			
2	GENERAL NOTES			
3	FOUNDATION			
4	FRAME DETAILS			
5	ROOF PLAN			
6	MECHANICAL			
7	ELECTRICAL			
8	PLUMBING			
9	LANDSCAPE			
10	CONCRETE			
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BUILDING DATA

NO.	DESCRIPTION	DATE	BY	CHKD.
1	FOUNDATION			
2	FRAME DETAILS			
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4	MECHANICAL			
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6	PLUMBING			
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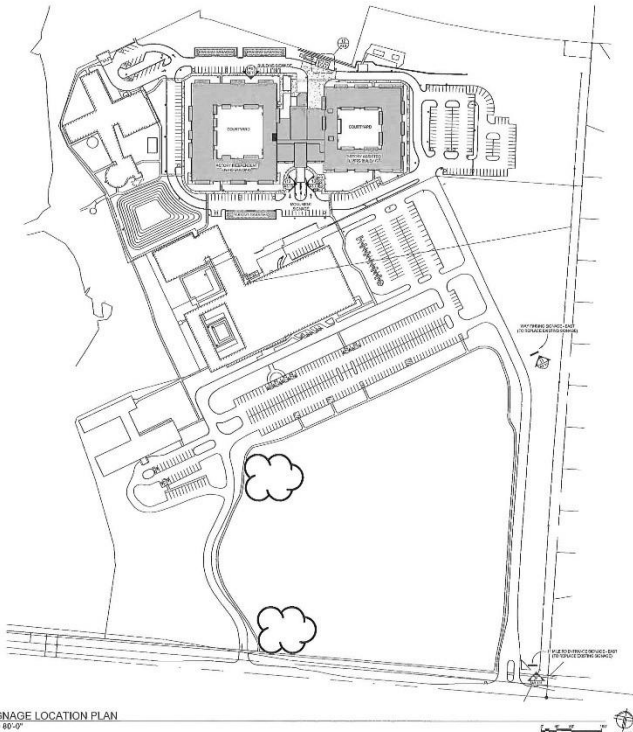
VICINITY MAP



TITLE SHEET

PROJECT: ROSE SENIOR LIVING - FARMINGTON HILLS, MI
DATE: 11-19-2020
SHEET: A0.1

EXHIBIT F
PUD PLANS



POPE
ENGINEERS

POPE ENGINEERS, LLC
1700 WOODLAND PARKWAY, SUITE 100
ANN ARBOR, MI 48106-1578
PH: 734.935.1100 FAX: 734.935.1101
WWW.POPEENGINEERS.COM

EDWARD ROSE
ROSE SENIOR LIVING
FARMINGTON HILLS, MI

SITE PLAN
W CITY COMMENTS
15-15-2021

SIGNAGE
LOCATION PLAN

DATE: 10/15/2021
DRAWN BY: JAY
CHECKED BY: JAY

SHEET
A1.1

EXHIBIT F PUD PLANS



POPE
ARCHITECTS

PAUL BERNARDI, LLC
1500 BIRMINGHAM BL. SUITE 200
1700 17TH AVENUE SUITE 200
30000 KAY ROAD T. AND 30000 KAY ROAD
FARMINGTON HILLS, MI 48334-4000

EDWARD ROSE
ROSE SENIOR LIVING
FARMINGTON HILLS, MI

SITE PLAN
W/CITY COMMENTS
11-18-2020

Key Plan

A.L. EXTERIOR
ELEVATIONS

DATE: 2011-03-08
DRAWN BY: A. J. POPE
CHECKED BY: C. J. POPE
SCALE: AS SHOWN

A3.12

EXHIBIT F PUD PLANS

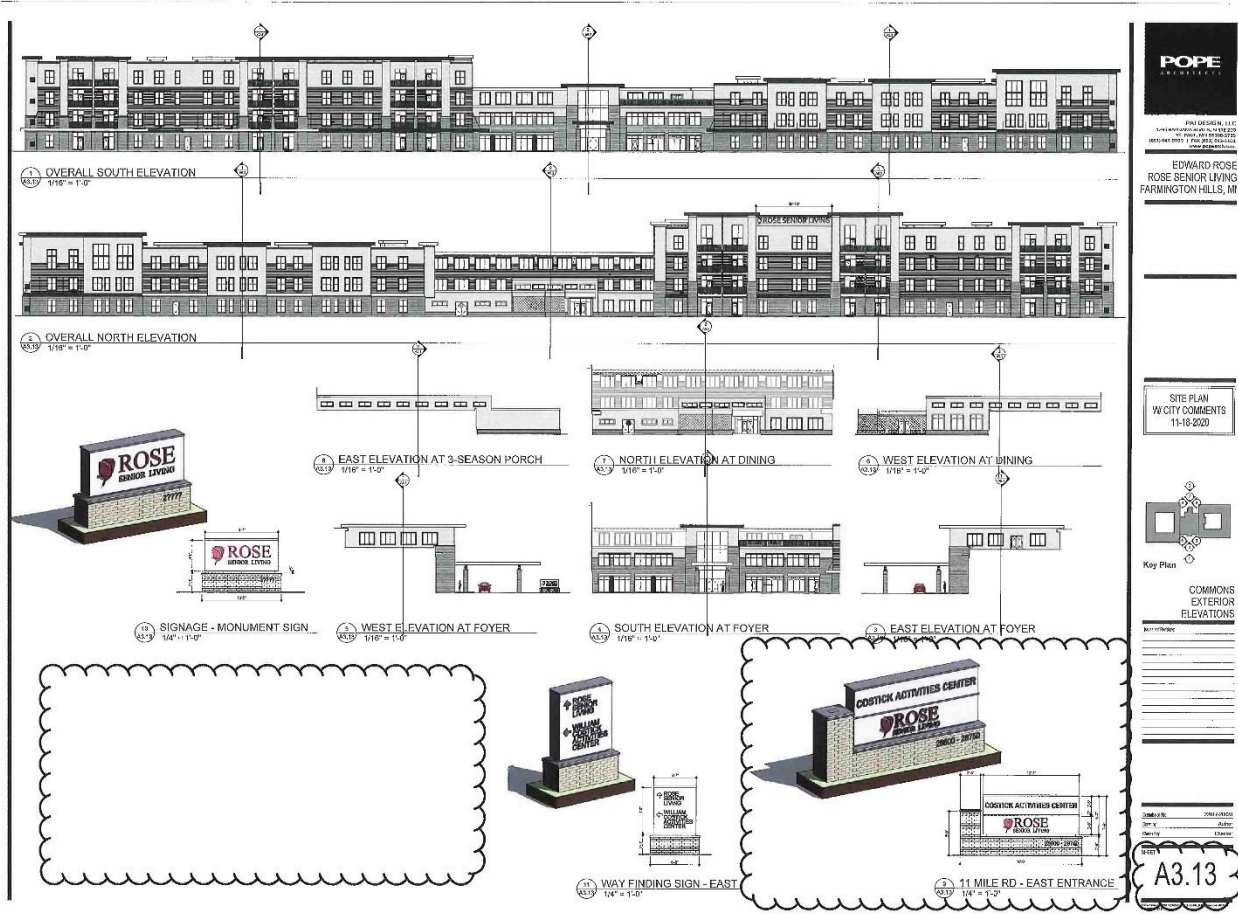


EXHIBIT F PUD PLANS



TYP GARAGE END
3/16" = 1'-0"



PARKING GARAGE 12 STALLS



PARKING GARAGE 10 STALLS



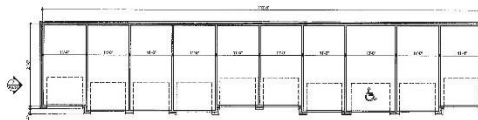
PARKING GARAGE 12 STALLS
1/8" = 1'-0"



PARKING GARAGE 10 STALLS
1/8" = 1'-0"



PARKING GARAGE PLAN 12 STALLS
1/8" = 1'-0"



PARKING GARAGE PLAN 10 STALLS
1/8" = 1'-0"

POPE
CORPORATION

POPE DESIGN, LLC
14750 WOODLAND DRIVE, SUITE 200
FARMINGTON HILLS, MI 48334
313.237.9800 | FAX 313.237.9801
www.popecorp.com

EDWARD ROSE
ROSE SENIOR LIVING
FARMINGTON HILLS, MI

SITE PLAN
W/CITY COMMENTS
11-18-2020

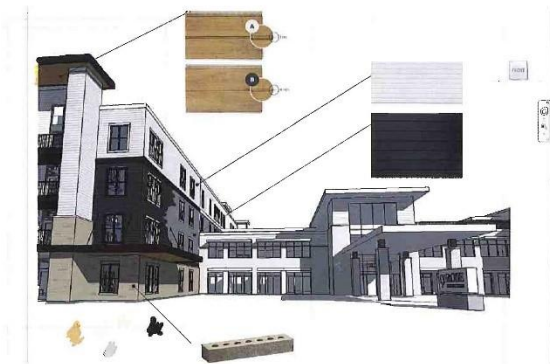
PARKING
GARAGES

NO.	DATE	DESCRIPTION

OWNER:	EDWARD ROSE
ARCHITECT:	POPE DESIGN, LLC
DATE:	11-18-2020
SCALE:	AS SHOWN
SHEET:	A3.14

A3.14

EXHIBIT F PUD PLANS



EXTERIOR MATERIAL STUDY

EXTERIOR ELEVATION KEYNOTES	
2	FACE BRICK
3	CAST STONE RILL
4	CAST STONE HEAD
5	PRECAST BAND
6	COMPOSITE TRIM
7	FIBER CEMENT HORIZONTAL SIDING - COLOR 1
8	FIBER CEMENT HORIZONTAL SIDING - COLOR 2
9	COMPOSITE WINDOWS
10	INSULATED DOOR AND FRAME
11	METAL RAILING
12	PREFIN METAL FLASHING
13	ELEVATOR OVER RUN
14	METAL SUNSHADE
15	LOUVERED ALUMINUM SUNSHADE
16	METAL TIE ROD



POPE
ARCHITECTS

PAI DESIGN, LLC
15775 Woodward Blvd., Suite 101
Newport News, VA 23605-2745
(757) 865-9977 | Fax: (757) 865-2300
www.pai-design.com

EDWARD ROSE
ROSE SENIOR LIVING
FARMINGTON HILLS, MI

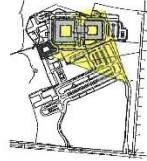
SITE PLAN
W CITY COMMENTS
11-18-2020

MATERIAL STUDY

NO.	DESCRIPTION	DATE

DATE: 11-18-2020
BY: [Signature]
JOB NO: [Blank]
SHEET: A3.15

EXHIBIT F PUD PLANS



① Drive Approach View No Costick Center



② View of Entry

POPE
ARCHITECTS

PAU DESIGN, LLC
12129 EDWARDS BLVD., SUITE 200
FARMINGTON HILLS, MI 48334-2000
313.281.0000 www.popearchitects.com

EDWARD ROSE
ROSE SENIOR LIVING
FARMINGTON HILLS, MI

SITE PLAN
W CITY COMMENTS
11-18-2020

PERSPECTIVE
VIEWS

Name of Project:	
Project No.:	
Date:	
Scale:	
Sheet No.:	
Total Sheets:	

Project No. 201712005
Date: 11/18/20
Scale: 1/8"=1'-0"

SHEET
A3.16

EXHIBIT G
UTILITY SEPARATION RESPONSIBILITIES

Task	Party Responsible for Conducting Work/Cost	Target Completion Dates
Fire Alarm		
Remove alarm equipment in portions of buildings to be demolished and add smoke detector equipment in large chapel.	Rose (100%)	First 90 days after closing and prior to demolition of structures.
Reprogram existing alarm panel equipment to recognize new detector equipment	City (100%), using its own alarm company	First 90 days after closing and prior to demolition of structures.
Gas Service		
Execute Consumers Energy new service agreement and pay fee	City (100%)	Within first 90 days after closing and prior to demolition of structures.
Extend new gas lines from new meter location to existing City equipment	Rose (50% of Cost) City (50% of Cost) Rose will cause the work to be completed	Within first 90 days after closing and prior to demolition of structures.
Electric Service		
Extend conduit from east property line and install new transformer pad, per DTE agreement	Rose (100%)	Within first 45 days after closing and prior to demolition of structures.
Execute new DTE service agreement and pay fee	City (100%)	Within first 90 days after closing and prior to demolition of structures.
Install conduit and wiring from new DTE transformer to existing service panel and energize	Rose (50% of Cost) City (50% of Cost) Rose will cause the work to be completed	Within first 90 days after closing and prior to demolition of structures.

CITY OF FARMINGTON HILLS
OPTION AGREEMENT FOR PURCHASE OF REAL PROPERTY

THIS OPTION AGREEMENT ("**Agreement**"), made and entered into this ____ day of _____, 2021 (the "**Effective Date**"), by and between **FARMINGTON HILLS SENIOR LIVING, L.L.C.**, a Michigan Limited Liability Company, whose address is 38525 Woodward Avenue, P.O. Box 2011, Bloomfield Hills, Michigan 48303 (the "Seller") and the **CITY OF FARMINGTON HILLS**, a Michigan municipal corporation, whose address is 31555 W. Eleven Mile Road, Farmington Hills, MI 48336 (the "Purchaser").

W I T N E S S E T H

WHEREAS, Seller owns the Real Property described in the attached **Exhibit A** (the "Property") and the Real Property described in the attached **Exhibit B** (the "Rose Parcel").

WHEREAS, Purchaser desires to procure an option to purchase the Property on the terms and conditions set forth in this Agreement.

WHEREAS, Purchaser intends to seek proposals by a third-party Developer ("Developer") for the sale and development of the Property along with approximately 11.5 +/- acres of adjacent land owned by the Purchaser ("Adjacent Parcel").

WHEREAS, Seller acknowledges that residential development activity on the Property and the Adjacent Parcel may enhance its development on the Rose Parcel.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by the parties and for the mutual covenants contained herein, Seller and Purchaser hereby agree as follows:

1. GRANT OF OPTION. For and in consideration of Ten Dollars (\$10.00) paid by Purchaser to Seller ("Option Fee"), receipt of which Seller acknowledges, and for and in consideration of the Reciprocal Easement and Maintenance Agreement for the Rose Parcel, entered into between the parties of even date herewith, Seller grants to Purchaser the exclusive right and option ("Option") to purchase the Property upon the terms and conditions set forth herein. The Option and Purchaser's rights under this Agreement shall automatically expire and be of no further force or effect on the 5th (fifth) anniversary of the effective date of this Agreement ("Option Term").
2. PAYMENT OF OPTION FEE. Purchaser agrees to pay the Option Fee upon the Effective Date.

3. **EXERCISE OF OPTION.** Purchaser may exercise its exclusive right to purchase the Property pursuant to the Option, at any time during the Option Term, by giving written notice thereof to Seller at the address stated above. The notice must be sent by certified mail and received by Seller before the Option Term expires.
4. **FAILURE TO EXERCISE THE OPTION.** In the event the Purchaser does not exercise its Option to purchase the Property during the Option Term, Seller shall be entitled to retain the Option Fee, and this Agreement shall terminate and become null and void and neither party hereto shall have any further or other liability, obligation or duty herein under or pursuant to this Agreement.
5. **CONTRACT FOR PURCHASE & SALE OF REAL PROPERTY.** In the event that the Purchaser exercises its Option as provided for herein, Seller agrees to sell and Purchaser agrees to buy the Property for and upon the following terms and conditions:

- a. **Purchase Price.** The purchase price for the Property (the "**Purchase Price**") shall be the Appraised Value (as defined herein. The "Appraised Value" of the Property shall be equal to the value of the Property as set forth in the 2020 appraisal obtained by Seller and attached hereto as **Exhibit C** (the "**2020 Appraisal**") which reflects an appraised value of \$360,000 (without the existing structure); provided, however, if the Purchaser obtains an appraisal (without the existing structure) prior to exercising the Option, at its sole cost and expense (the "**City Appraisal**"), then the "Appraised Value" shall be the value of the Property as set forth in the City Appraisal unless the City Appraisal demonstrates an appraised value which is more than ten percent (10%) above or below the value in the 2020 Appraisal, in which case the parties shall obtain a third appraisal, which shall dictate the "Appraised Value". The cost and expense of the third appraisal shall be split between the parties.

The Purchase Price shall be paid in full at the Closing with certified funds. The Option Fee shall be credited to the Purchase Price for the Property at the Closing if Purchaser exercises the Option.

- b. **Easements.** Seller agrees to grant, at Closing, to Purchaser and Purchaser's successors and assigns, their employees, agents, licenses, tenants, subtenants, occupants, vendors, invitees and guests, an easement for the non-exclusive right to use portions of the Rose Parcel for reasonable access along the roads and sidewalks for vehicular and pedestrian traffic. This Agreement shall serve as sufficient consideration for the easements.
- c. **Title.** Seller agrees to convey good and marketable title to the Property to Purchaser at Closing. Any conveyance under this Agreement shall be by covenant deed. At Closing, Seller shall purchase title insurance on the Property, without standard exceptions, in the name of Purchaser and in the amount of the Purchase Price. As a condition of Closing, the insurance must show good and marketable title to be in the name of Purchaser, unless this condition is waived by Purchaser.

- d. Survey. Before or after Purchaser exercises the Option, Purchaser shall order an ALTA Survey of the Property to be conveyed. As a condition of Closing, unless waived by Purchaser, the survey shall show no encroachments on the Property, but Seller shall have no obligation to remove any such encroachments shown by the ALTA Survey unless Seller caused or permitted, by act or omission to act, the encroachment. Purchaser shall pay the invoice for the survey at or before the Closing. The survey shall be certified to Seller, Purchaser, and any other parties Purchaser designates.
 - e. Prorations. Seller shall pay all real estate taxes invoiced on the Property before the date of the Closing. Purchaser shall pay real estate taxes invoiced on the Property after the date of the Closing. Seller shall pay any special assessments levied against the Property before the date of the Closing, whether or not the assessments are payable in installments.
 - f. Closing. The Closing of the sale and purchase of the Property shall occur at a mutually agreed upon date, time and location but no more than ninety (90) days after the Purchaser exercises the Option unless agreed to in writing by the parties. Purchaser shall be responsible for preparing the covenant deed to be signed and given at the Closing. Seller shall pay the transfer taxes at the Closing.
 - g. Use Restriction. If Purchaser exercises the Option, the deed delivered to the Purchaser at the Closing shall contain a restriction prohibiting the future use of the Property for an assisted living or memory care facility for seniors or for any part of a big box retail use building (over 90,000 square feet) or any part of an industrial manufacturing or warehouse use building (over 90,000 square feet), for as long as the use of the Rose Parcel remains an assisted living and adult memory care facility for seniors.
6. **INSPECTIONS**. Purchaser or any potential Developer may visit the Property at any time to conduct inspections of the Property and take soil borings and/or conduct a Phase I environmental assessment of the Property with prior notice to Seller. Purchaser shall restore the Property to the condition it was in before any inspection by Purchaser or any potential Developer.

In the event Purchaser elects to conduct a Phase II Environmental Assessment of the Property, the following provisions apply: (i) Purchaser shall be required to submit a written scope of work to Seller describing the nature, proposed dates and locations of any proposed invasive testing activities and identifying Purchaser's contractor who will be performing such work; (ii) Purchaser expressly agrees that all drilling and other invasive testing work performed on the Property shall be performed so as to minimize interference with the business operations of Seller on the adjoining property; (iii) Immediately following any invasive testing activities, Purchaser will assume full responsibility for proper abandonment of any wells, borings or other subsurface features that were installed by or at the direction of Purchaser as part of the invasive testing activities in accordance with all applicable federal, state and local statutes and regulations, and cause all equipment, materials and facilities brought upon the Property in connection with the invasive testing activities to be removed and the Property to be restored to as near its original condition,

as reasonably practicable, and repair any and all damage to the Property caused by such invasive testing activities. All activities permitted to be undertaken by Purchaser, its agents or representatives, on the Property shall fully comply with all applicable laws, rules and regulations of all governmental and quasi-governmental authorities, including laws relating to worker safety and to proper disposal of any samples taken from the Property.

7. **DEFAULT BY PURCHASER; REMEDIES OF SELLER.** In the event Purchaser, after exercise of the Option, fails to proceed with the Closing of the purchase of the Property pursuant to the terms and provisions of this Agreement, Seller shall be entitled to retain the Option Fee as liquidated damages and shall have no further recourse against Purchaser.
8. **DEFAULT BY SELLER; REMEDIES OF PURCHASER.** In the event Seller fails to close the sale of the Property pursuant to the terms and provisions of this Agreement, Purchaser shall be entitled to sue for specific performance or terminate and sue for money damages.
9. **EFFECTIVE DATE.** This Agreement shall become effective and binding when fully executed by both Purchaser and Seller.
10. **BINDING EFFECT.** This Agreement shall run with the land and shall benefit and be binding upon the parties, their heirs, administrators, representatives, successors and assigns. This Agreement shall be recorded with the Oakland County Register of Deeds. Purchaser may assign its interest under this Agreement to Developer.
11. **ENTIRE AGREEMENT.** This Agreement contains all of the terms, promises, covenants, conditions and representations made or entered into by or between Seller and Purchaser and supersedes all prior discussions and agreements whether written or oral between Seller and Purchaser with respect to the Option and all other matters contained herein and constitutes the sole and entire agreement between Seller and Purchaser.
12. **AMENDMENTS.** This Agreement may not be modified or amended unless such amendment is set forth in writing and executed by both Seller and Purchaser.
13. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.
14. **TIME.** Time is of the essence of this Agreement.
15. **HEADINGS.** The headings inserted at the beginning of each paragraph and/or subparagraph are for convenience of reference only and shall not limit or otherwise affect or be used in the construction of any terms or provisions hereof.
16. **COST OF THIS AGREEMENT.** Any cost and/or fees, including attorneys fees or brokers fees, incurred by the Purchaser or Seller in executing this Agreement shall be borne by the respective party incurring such cost and/or fee.

[Remainder of page intentionally left blank. Signatures continued on next page.]

**SELLER: FARMINGTON HILLS SENIOR
LIVING, L.L.C.,** a Michigan Limited Liability
Company

By:
Its:

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

On this ____ day of _____, 2021, before me personally appeared _____, the _____ of Farmington Hills Senior Living, L.L.C., a Michigan Limited Liability Company, who acknowledged that he/she signed this agreement on behalf of said company.

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

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

PURCHASER: CITY OF FARMINGTON HILLS,
a Michigan municipal corporation

By: Gary Mekjian
Its: City Manager

By: Pamela B. Smith
Its: City Clerk

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

On this ____ day of _____, 2021, before me personally appeared Gary Mekjian, the City Manager, and Pamela B. Smith, the City Clerk, who acknowledged that they signed and attested to this Agreement on behalf of the City of Farmington Hills.

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

Drafted By:
Steven P. Joppich, Esq.
Rosati, Schultz, Joppich & Amtsbuechler
27555 Executive Drive, Suite 250
Farmington Hills, MI 48331-3550

When recorded, return to:
Pamela B. Smith, City Clerk
City of Farmington Hills
31555 Eleven Mile Road
Farmington Hills, MI 48336

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

PARCEL "C" (Part of Parcel No. 23-13-351-005)

A parcel of land being part of the Southwest 1/4 of Section 13, Town 1 North, Range 9 East, City of Farmington Hills, Oakland County, Michigan, being more particularly described as follows:

Commencing at the southwest corner of said Section 13; thence along the south line of said section, N87°56'18"E, 1098.15 feet;

thence N02°39'49"W, 60.00 feet to the north line of Eleven Mile Road (proposed 60 foot half width);

thence along said north line, N87°56'18"E, 348.85 feet to the POINT OF BEGINNING, said point being on the easterly line of a Conservation Easement, as recorded in Liber 40430, Page 196, Oakland County Records;

thence continuing along said Conservation Easement the following seven (7) courses:

1) N01°39'07"E, 194.84 feet and

2) N10°51'49"W, 54.00 feet and

3) N22°21'01"W, 181.57 feet and

4) N26°12'37"W, 161.23 feet and

5) N11°22'20"E, 14.17 feet and

6) N57°57'36"E, 155.97 feet and

7) N67°48'54"E, 177.95 feet;

thence S58°03'02"W, 24.23 feet;

thence S31°40'42"E, 215.11 feet;

thence S58°19'02"W, 48.41 feet;

thence S00°10'36"W, 495.53 feet to the aforementioned north line of 11 Mile Road;

thence along said north line, S87°56'18"W, 204.79 feet to the POINT OF BEGINNING.

Containing 3.91 acres of land, more or less.

EXHIBIT B
LEGAL DESCRIPTION OF THE ROSE PARCEL

PARCEL "B" (Part of Parcel No. 23-13-351-005)

A parcel of land being part of the Southwest 1/4 of Section 13, Town 1 North, Range 9 East, City of Farmington Hills, Oakland County, Michigan, being more particularly described as follows:

Commencing at the southwest corner of said Section 13; thence along the south line of said section, N87°56'18"E 1098.15 feet;
thence N02°39'49"W, 60.00 feet to the north line of Eleven Mile Road (proposed 60 foot half width);
thence along said north line, N87°56'18"E, 553.64 feet;
thence N00°10'36"E, 495.53 feet;
thence N58°19'02"E, 48.41 feet;
thence N31°40'42"W, 215.11 feet;
thence N58°03'02"E, 43.61 feet;
thence N31°56'58"W, 181.41 feet to the POINT OF BEGINNING, said point being on the easterly line of a Conservation Easement, as recorded in Liber 40430, Page 196, Oakland County Records;
thence continuing along said Conservation Easement the following fifteen (15) courses:
1) N31°56'58"W, 161.20 feet and
2) S58°03'52"W, 52.74 feet and
3) N25°20'59"W, 193.48 feet and
4) N44°43'31"W, 160.82 feet and
5) N30°15'35"W, 59.39 feet and
6) N11°23'22"E, 159.80 feet and
7) N58°04'49"E, 60.27 feet and
8) N31°55'11"W, 9.60 feet and
9) N59°19'01"E, 36.11 feet and
10) S31°55'11"E, 8.82 feet and
11) N58°04'49"E, 267.58 feet and
12) S02°05'37"E, 19.89 feet and
13) S86°29'49"E, 29.87 feet and
14) S78°58'47"E, 393.90 feet and
15) N10°22'28"E, 163.35 feet to the south line of I-696 (300 foot wide);
thence along said south line the following two (2) courses: 1) 529.49 feet along an arc of a curve to the left, having a radius of 2967.79 feet and a chord that bears S86°41'14"E, 528.79 feet and 2) N88°13'06"E, 72.12 feet to the north-south 1/4 line of said section 13, said line also being the west line of "Farm Meadows Subdivision", as recorded in Liber 120, Page 39, Oakland County Records;
thence along said north-south 1/4 line, S02°45'55"E, 381.29 feet;
thence S87°14'05"W, 392.71 feet;
thence S58°15'36"W, 525.37 feet;
thence L9) S32°06'07"E, 36.58 feet;
thence L10) S57°57'32"W, 45.82 feet;
thence L11) N32°04'00"W, 69.55 feet;
thence L12) S58°03'02"W, 91.58 feet;
thence L13) S31°56'58"E, 55.26 feet;
thence S58°03'02"W, 124.47 feet to the aforementioned easterly line of said Conservation Easement and the POINT OF BEGINNING.
Containing 15.57 acres of land, more or less.

EXHIBIT C
THE 2020 APPRAISAL
(Attach)

LEASE AGREEMENT

This LEASE AGREEMENT (this “**Agreement**”), made and entered into as of the date on which it has been signed by both parties hereto (the “**Effective Date**”) is by and between **FARMINGTON HILLS SENIOR LIVING, L.L.C.**, a Michigan Limited Liability Company (“**Landlord**”), and the **CITY OF FARMINGTON HILLS**, a Michigan municipal corporation (“**Tenant**”).

RECITALS

WHEREAS, Landlord purchased approximately twenty-one (21) acres of improved real property in the City of Farmington Hills, Oakland County, Michigan, as more particularly depicted on Exhibit A attached hereto (the “**Landlord’s Property**”) from Sisters of Mercy of the Americas West Midwest Community, Inc., a Missouri non-profit corporation (“**SOM**”).

WHEREAS, Tenant owns certain real property and improvements located immediately to the south of and adjoining Landlord’s Property (the “**Tenant’s Property**”), which includes a building commonly known as the Costick Center (the “**Costick Center**”), as depicted on Exhibit B attached hereto (the “**Site Plan**”).

WHEREAS, Landlord’s Property contains a large chapel and attached meeting space known as the Carlow Room, as depicted on the Site Plan (the “**Premises**”), which has been historically utilized by Tenant to host certain events and gatherings.

WHEREAS, Landlord desires to lease the Premises to Tenant, and Tenant desires to lease the Premises from Landlord, pursuant to the terms and conditions of this Agreement.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which Landlord and Tenant hereby acknowledge, the parties agree as follows:

1. Incorporation of Recitals. The recitals set forth above are hereby incorporated herein and made a part of this Agreement.

2. Lease; Condition of Premises. Landlord, in consideration of the covenants to be performed by Tenant under this Agreement, does hereby lease to Tenant, and Tenant does hereby take and lease from Landlord, the Premises, subject to the terms and conditions of this Agreement. Tenant hereby accepts the Premises in its “AS-IS”/“WHERE IS” condition and Landlord shall have no obligation to perform or pay for any construction, improvement, remodeling, restoration, repair or other work therein. Landlord has made no representation or warranty as to the suitability of the Premises for any use or purpose, and Tenant waives any implied warranty that the Premises are suitable for Tenant’s intended purposes. TENANT ACKNOWLEDGES THAT (1) IT HAS INSPECTED AND ACCEPTS THE PREMISES IN AN “AS IS, WHERE IS” CONDITION, (2) THE BUILDINGS AND IMPROVEMENTS COMPRISING THE SAME ARE SUITABLE FOR THE PURPOSE FOR WHICH THE PREMISES ARE LEASED AND LANDLORD HAS MADE NO WARRANTY, REPRESENTATION, COVENANT, OR AGREEMENT WITH RESPECT TO THE MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE PREMISES, (3) THE PREMISES ARE IN GOOD AND SATISFACTORY CONDITION, (4) NO REPRESENTATIONS AS TO THE REPAIR OF THE PREMISES, NOR PROMISES TO ALTER, REMODEL OR IMPROVE THE PREMISES HAVE BEEN MADE BY LANDLORD, AND (5) THERE ARE NO REPRESENTATIONS OR WARRANTIES, EXPRESSED, IMPLIED OR STATUTORY,

THAT EXTEND BEYOND THE DESCRIPTION OF THE PREMISES. In no event shall Landlord have any obligation for any defects in the Premises or any limitation on its use. The taking of possession of the Premises shall be conclusive evidence that Tenant accepts the Premises and that the Premises were in good condition at the time possession was taken.

3. Term. The term of the lease granted herein (the “**Term**”) and the effectiveness of paragraphs 2 through 18 of this Agreement shall commence on the date that the Landlord’s Work (as defined herein) has been completed on Landlord’s Property, which shall be evidenced by a certificate of occupancy for the Premises, and shall expire on the earliest to occur of: (i) the date that Tenant no longer owns the Costick Center; (ii) the date that Tenant no longer operates the Costick Center as a recreation facility for seniors; or (iii) the date which is thirty (30) days following written notification from Tenant to Landlord whereby Tenant elects to terminate this Lease, which may be for any reason in Tenant’s sole discretion (such date being the “**Expiration Date**”), unless sooner terminated in accordance with the terms of this Agreement. As used herein, the “**Landlord’s Work**” shall mean the demolition of the two buildings adjacent to the Premises, replacement of impacted exterior walls, and installation of any egress doors required by code, all subject to the necessary City permits. Landlord estimates that it will complete the Landlord’s Work within three (3) months following the Effective Date.

4. Permitted Uses; Hours of Operation.

a. Tenant may use and occupy the Premises to host events and gatherings consistent with Tenant’s past practices, subject to the restrictions set forth in this Section 4 and Section 9 (the “**Permitted Use**”). The Premises shall not be used for any purpose except for the Permitted Use without Landlord’s prior written consent, which may be granted or withheld in Landlord’s sole and absolute discretion. Tenant’s shall have the exclusive possession of the Premises during the Term subject to the terms of this Lease and Landlord’s rights and remedies hereunder.

b. Tenant may only use and occupy the Premises between the hours of 8am and 10pm, Monday through Friday, and 9am to 10pm Saturdays and Sundays.

5. Permitted Common Areas. During the Term (as defined herein), Tenant and its employees, agents and invitees (collectively, the “**Tenant Parties**”) are, except as otherwise specifically provided in this Agreement, authorized to use, in common with Landlord and its employees, agents, invitees, tenants and guests, egress and ingress roads, streets, driveways, sidewalks, walking paths, and parking areas located from time to time on Landlord’s Property (the “**Permitted Common Areas**”), solely for purposes of accessing the Premises or parking. Tenant agrees to encourage event invitees to use the parking area designated on Exhibit C. Landlord expressly retains the right and privilege at any time to modify, reconfigure, remove or eliminate any such Permitted Common Areas without any obligation to replace or restore any such Permitted Common Areas for the use of the Tenant Parties, provided that no such modification, reconfiguration, removal or elimination of Permitted Common Areas shall materially impair the Tenant Parties’ ability to access the Premises or parking and any such modification, reconfiguration, removal or elimination of Permitted Common Areas shall comply in all respects with applicable laws, rules, regulations and ordinances, including without limitation the Planned Unit Development documents applicable to the Landlord’s Property.

6. Surrender. On the Expiration Date, Tenant shall vacate and surrender full and complete possession of the Premises to Landlord, vacant and broom clean, in as good or better condition and state of repair as existed upon the commencement date of the Term, subject to reasonable wear and tear, damage by the elements, fire or other casualty excepted (unless such damage is caused by the gross negligence or wrongful act of Tenant, its employees or agents). Tenant shall remove all furniture and other personal

property from the Premises which are owned or leased by Tenant (the “**Personal Property**”). Tenant shall pay to Landlord upon demand the cost of repairing any damage to the Premises caused by such removal. If Tenant shall fail or refuse to remove the Personal Property, Tenant shall be conclusively presumed to have abandoned the same, and title thereto shall thereupon pass to Landlord without any cost to Landlord, whether by set-off, credit, allowance or otherwise, and Landlord may at its option accept the title to such Personal Property or at Tenant’s expense may (i) remove the same or any part in any manner that Landlord shall choose, repairing any damage to the Licensed Property caused by such removal, and (ii) store, destroy or otherwise dispose of the same without incurring liability to Tenant or any other person. In the event Landlord incurs any storage or other costs by reason of Tenant’s failure to remove the Personal Property which Tenant is obligated to remove under this section, Tenant upon demand shall pay to Landlord the amount of costs so incurred. All occupancy agreements, licenses, contracts or other occupancy rights (the “**Contracts**”) granted by Tenant or on Tenant’s behalf in connection with Tenant’s use and occupancy of the Premises during the Term shall be terminated as of the Expiration Date and shall be of no further force and effect. For the avoidance of doubt, the Contracts shall not be binding on Landlord in any manner and Tenant shall be responsible for all obligations, liabilities, claims, demands, damages, or costs of any kind arising from or connected with the Contracts.

7. Maintenance. Tenant shall be exclusively responsible, at Tenant’s sole cost and expense, to keep, operate, repair, replace, and maintain, in good condition and repair, all portions of the Premises, including, but not limited to, the building’s exterior, foundation, roof, and structural components, the interior of the Premises, floor and wall coverings; lights, light fixtures and light bulbs; ceiling tiles; windows, frames, glass and window blinds, plumbing and electrical system; heating, ventilating and air conditioning system; all other mechanical systems; and all personal property and other items. Tenant shall be solely responsible for all repairs or replacements to any portion of the Premises occasioned by the acts or negligence of Tenant, its agents, employees, customers, invitees or licensees. In addition, Tenant shall keep and maintain the Premises in good order, condition and repair and clean and free from trash, rubbish and odors. If Tenant refuses or neglects to perform any cleaning, maintenance, repairs or replacements which are Tenant’s responsibility under this Lease, Landlord may, at Tenant’s expense, make or cause such cleaning, maintenance, repairs or replacements to be made and shall not be responsible to Tenant for any loss or damage that may occur to Tenant’s stock or business as a result thereof, and Tenant shall reimburse Landlord the cost thereof on demand. Notwithstanding any provisions in this Section 7 to the contrary, Tenant shall be permitted to issue a notice of termination of this Lease in accordance with Section 3 hereof in lieu of conducting any maintenance and repair obligations under this Section 7.

8. Expenses.

a. Taxes. In the event the City Assessor determines that the Premises are taxable, and if the Premises are separately assessed for purposes of Taxes (as hereinafter defined), Tenant shall pay any such Taxes incurred by Landlord or shall seek an exemption for any such Taxes attributable to the Premises. If the Premises are not separately assessed for purposes of Taxes and the City Assessor determines that the Premises are taxable and non-exempt, Tenant shall reimburse Landlord Taxes that are attributable to the Premises, calculated as follows with respect to each tax bill received by Landlord relative to the overall Landlord’s Property: Taxable Value of the Premises (determined by the City Assessor as provided hereinafter) x Millage Rate (as shown on the tax bill) x Administration Rate (as shown on the tax bill). For purposes of ascertaining the Taxable Value of the Premises, upon written request from Landlord or Tenant submitted to the City Assessor no more than thirty (30) days after issuance of a tax bill to Landlord, the City Assessor shall notify Landlord and Tenant of the Taxable Value of the Premises at the time of the request, and in the event neither party requests such a determination, the Taxable Value of the Premises shall be the same as the Assessor’s last issued written determination. Tenant shall reimburse Landlord for such Taxes incurred by Landlord within sixty (60) days after receipt of written demand from Landlord,

which demand shall be accompanied by invoices or receipts evidencing such Taxes. “**Taxes**” shall mean all taxes and assessments of every kind and nature, special, general or otherwise, including without limitation, general real property taxes, personal property taxes imposed upon fixtures, machinery, apparatus systems and appurtenances in, upon, or used in connection with the Premises , special assessments or transit taxes, whether such taxes are imposed by the United States, the State of Michigan, the County of Oakland, the City of Farmington Hills, or any other governmental authority or political subdivision. Notwithstanding the foregoing, “Taxes” shall not include any special assessments charged to Landlord in connection with its redevelopment or use of the Landlord’s Property. Landlord agrees to cooperate with Tenant in connection with any efforts of Tenant to retain or obtain any property tax exemptions for the Premises.

b. Utilities. Tenant shall pay all utilities servicing the Premises directly to the service provider, including but not limited to, the cost of heating, lighting, gas, water, sewer charges, waste removal, air conditioning, janitor service, internet, and telephone; provided, however, if any such utilities are not separately metered to the Premises, then Tenant shall pay a proportionate share of such utilities as reasonably determined by Landlord and Tenant. Tenant shall be solely and exclusively responsible for the payment of all such costs and expenses and shall pay the same promptly when due. Landlord shall not be liable for any damages to Tenant resulting from the interruption of any utilities or services to the Premises.

9. Use; Compliance with Laws. Tenant shall, at its sole cost and expense, keep and maintain the Premises in good order, condition and repair and in compliance with all statutes, codes, ordinances, orders, rules and regulations of any municipal or government entity (collectively referred to as the “**Laws**”) regarding the operation of the Premises for the Permitted Use. Tenant shall not (i) commit or suffer to be committed any waste upon the Premises, or any nuisance or other act or thing which may disturb Landlord’s use of Landlord’s Property, (ii) use or permit the use of any medium such as loudspeakers, sound amplifiers, phonographs, radios, or any other sound-producing device that carries sound outside the Premises, or (iii) serve or allow consumption of alcohol at the Premises or Landlord’s Property. Notwithstanding the foregoing, Tenant shall be permitted to serve alcohol at the Premises for on-site consumption solely at special events hosted by Tenant at the Premises consistent with Tenant’s past practices, but such events shall be subject to the prior written consent of Landlord, which shall not be unreasonably withheld. Landlord shall be permitted to condition its consent to any such special events based upon: (i) Tenant providing evidence of liquor liability insurance coverage, as described in Section 11, below; (ii) Tenant providing reasonable evidence to Landlord of its liquor licensure or other legal compliance matters in connection with such event; and (iii) Tenant imposing certain rules and regulations upon such events to ensure the safety and security of persons and property. Tenant shall, and shall cause all of the Tenant Parties to, faithfully observe and comply with all rules and regulations promulgated by Landlord from time to time related to the use of the Premises and Permitted Common Areas. Tenant shall be responsible for obtaining and keeping current all required licenses, permits and approvals necessary for occupancy and use of the Premises for the Permitted Use. In addition to the insurance requirements set forth in Section 11 hereof, Tenant shall also be responsible for obtaining and maintaining during the Term, at Tenant’s sole cost and expense, any and all insurance coverages that are typical to or appropriate for businesses similar to Tenant’s business practices within the Premises. If any governmental authority requires any alteration to the Premises as a result of Tenant’s particular use of the Premises or as a result of any alteration or improvement to the Premises made by Tenant, or if Tenant’s particular use of the Premises subjects Landlord to any obligation under any legal requirement, including without limitation the ADA, Tenant will pay the cost of all such alterations, or the cost of compliance, as the case may be, or Tenant must refrain from such use.

10. Alterations. No alterations may be made by Tenant to the Premises without the prior written consent of Landlord which consent may be withheld or conditioned in Landlord’s sole discretion. In the event that Tenant installs such alterations, Tenant acknowledges and agrees that unless directed to remove

such alterations by Landlord, they shall be and remain with the Premises and shall become the exclusive property of the Landlord upon expiration or termination of this Lease.

11. Insurance.

a. Tenant's Insurance Requirements. Tenant shall, at its sole cost and expense, maintain and keep in force at all times during the Term: (i) a policy of fire and casualty insurance with extended coverage provisions applicable to the Premises with such terms and in an amount equal to the coverages for other Tenant owned properties within the City; (ii) a policy of fire and casualty insurance protecting Tenant against loss or damage to Tenant's furnishings, equipment and personal property in or upon the Premises; (iii) commercial general liability insurance, which shall include coverage against claims for personal injury, death or property damage occurring on, in or about the Premises with limits of not less than \$1,000,000 with respect to the Premises and Tenant's conduct of business therein and excess umbrella coverage of not less than \$5,000,000 each occurrence; (iv) business automobile liability insurance covering all owned, non-owned and hired vehicles, with a minimum combined single limit of \$1,000,000 each accident; (v) employers' liability insurance with limits of not less than \$1,000,000 each accident or disease; (vi) workers' compensation insurance to the extent required by the laws of the State of Michigan; and (vii) liquor liability coverage for any special events held on the Premises where alcohol is served, in an amount equal to the coverages for other Tenant owned properties where alcohol is served, naming Landlord as additional insured. Tenant's commercial general liability insurance shall name Landlord as an additional insured, shall provide that it is primary insurance and not excess or contributory with any other valid, existing and applicable insurance in force for or on behalf of Landlord, and provide that Landlord shall receive thirty (30) days' prior written notice from the insurer prior to any cancellation or change of coverage. Additionally, Tenant shall provide Landlord a copy of the certificate of insurance indicating same upon request by Landlord.

b. Landlord Not Liable. In no event shall Landlord be liable for any damage to or loss of personal property or equipment sustained by Tenant, whether or not it is insured. Any property of any kind brought on the Premises by Tenant shall be at the sole risk of Tenant and shall be promptly removed at the expiration of this Agreement.

12. Access by Landlord. Landlord shall have the right to enter the Premises at all reasonable times to examine the same and to make such repairs, alterations, improvements or additions as Landlord may deem necessary or desirable.

13. Condemnation. In the event all of the Premises shall be taken, or so much of the Premises taken that it is not feasible to continue a reasonably satisfactory operation of the business of Tenant, then Tenant shall have the option of terminating this Lease. Such termination shall be without prejudice to the rights of either Landlord or Tenant to recover compensation from the condemning authority for any loss or damage caused by such condemnation. Neither Landlord nor Tenant shall have any right in or to any award made to the other by the condemning authority.

14. Destruction. In the event the Premises are damaged by fire or other casualty covered by available insurance proceeds, such damage shall be repaired with reasonable dispatch by and at the expense of Tenant. Tenant shall immediately notify Landlord of the occurrence of a fire or other casualty at the Premises and shall at its expense restore or replace its personal property, fixtures and tenant improvements.

15. Tenant's Default. If Tenant fails to keep or perform or abide by any requirement, term, condition, covenant or agreement of this Agreement and such default continues for a period of ten (10) days after written notice to Tenant of such default, then Landlord shall have the right to terminate this Agreement,

along with pursuing any other remedies available at law or in equity. Notwithstanding anything to the contrary contained in this Agreement, in no event shall Tenant be liable to Landlord for any indirect, punitive, special, consequential or incidental damage whatsoever, including loss of goodwill or loss of profits.

16. Landlord's Default. If Landlord fails to keep or perform or abide by any requirement, term, condition, covenant or agreement of this Agreement and such default continues for a period of ten (10) days after written notice to Landlord of such default, then Tenant shall have the right to terminate this Agreement, along with pursuing any other remedies available at law or in equity. Notwithstanding anything to the contrary contained in this Agreement, in no event shall Landlord be liable to Tenant for any indirect, punitive, special, consequential or incidental damage whatsoever, including loss of goodwill or loss of profits.

17. Responsibility for Damages and Injury; Limitation of Liability.

a. Tenant's Responsibility. Tenant shall be responsible for (a) any injury to or death of any person, or damage to or loss of property, or any other thing occurring on or about any part of Landlord's Property, or in any manner growing out of, resulting from or connected with the use, condition or occupancy of the Premises if caused by any act or omission of Tenant or its agents, partners, contractors, employees, permitted assignees, Tenants, sublessees, invitees or any other person or entity for whose conduct Tenant is legally responsible; and (b) violation by Tenant of any contract or agreement to which Tenant is a party in each case affecting any part of the Premises or the occupancy or use thereof by Tenant.

b. Limitation on Liability. Landlord and Tenant agree that none of their respective directors, officers, employees, shareholders, officials, members, managers or agents shall have any personal obligation hereunder, and that Landlord and Tenant shall not seek to assert any claim or enforce any of their rights hereunder against such parties.

18. Right of First Refusal. At all times during the Term (the "**ROFR Term**"), Landlord (and/or its designee) shall have the right of first refusal to purchase (the "**ROFR**") all or any portion of the Tenant's Property. If at any time during the ROFR Term, Tenant shall receive a written offer, contract, agreement or other instrument from a bona fide third party calling for the purchase and sale of all or any portion of the Tenant's Property, which offer Tenant is otherwise inclined to accept (the "Offer"), prior to acceptance thereof, Tenant shall notify Landlord thereof in writing together with a copy of such Offer, and Landlord (and/or its designee) shall have the right, for a period of thirty (30) days after delivery of such notice, to exercise the ROFR by notifying Tenant that it elects to purchase the portion of Tenant's Property that is the subject of the Offer on the exact terms as set forth in such Offer. If Landlord exercises the ROFR, the terms and conditions for the closing of such transaction shall be the same terms and conditions set forth in the Offer. If Landlord declines to exercise the ROFR and Tenant fails to consummate the transaction represented by the Offer on the precise terms thereof for any reason, then the ROFR shall be reinstated for the remainder of the ROFR Term. At any time during the ROFR Term, Landlord may cause to be executed and recorded against the ROFR Property a Memorandum of ROFR executed by Tenant evidencing the ROFR.

19. Notice. All notices hereunder or required by law shall be in writing, and shall be deemed properly delivered when and if (i) personally delivered to the addressee, (ii) one business day after being placed in the possession of a nationally recognized overnight courier (such as Federal Express), or (iii) upon transmission by the sending party (in the case of electronic mail).

LANDLORD: Farmington Hills Senior Living, L.L.C.
38525 Woodward Avenue.
P.O. Box 2011
Bloomfield Hills, Michigan 48303-2011
Attention: Mark Perkoski
Telephone: 248-686-5587
Fax: 248-686-5600
E-Mail: mark_perkoski@edwardrose.com

With a Copy to: Farmington Hills Senior Living, L.L.C.
38525 Woodward Ave.
P.O. Box 2011
Bloomfield Hills, Michigan 48303-2011
Attention: General Counsel

And a Copy to: Honigman LLP
650 Trade Centre Way, Suite 200
Kalamazoo, Michigan 49002-0402
Attention: Steven J. Rypma
Telephone: 269-337-7842
Fax: 269-337-7843
E-Mail: srypma@honigman.com

TENANT: City of Farmington Hills
Attention: City Manager
31555 West Eleven Mile Road
Farmington Hills, MI 48336-1165
Telephone: 248-871-2500
Fax: 248-871-2501
E-Mail: cmo@fhgov.com

With a Copy to: Steven P. Joppich, Esq.
Rosati, Schultz, Joppich and Amtsbuechler
27555 Executive Drive, Suite 250
Farmington Hills, MI 48331-3550
Telephone: 248-489-4100
Fax: 248-489-1726
E-Mail: sjoppich@rsjalaw.com

20. Assignment. This Agreement and the rights, duties, obligations and privileges hereunder may not be assigned by Tenant without the prior written consent of Landlord, which consent may be withheld or conditioned at Landlord's sole discretion.

21. Governing Law. The validity, enforceability, interpretation of this Agreement shall be construed under and in accordance with the laws of the State of Michigan.

22. Binding Effect. This Agreement shall bind the parties hereto, their respective heirs and assigns.

23. Recording. Each party hereto covenants and agrees that it has no right to and in no event will either party record or cause to be recorded this Agreement or any memorandum hereof or affidavit, assignment or other document relating to this Agreement, other than the Memorandum of ROFR as discussed in Section 18 hereof.

24. Entire Agreement. This Agreement embodies the entire agreement between the parties relative to the subject matter of this Agreement, and there are no oral or written agreements between the parties or any representations made by either party relative to the subject matter of this Agreement which are not expressly set forth herein. This Agreement may be amended only by a written instrument executed by the parties hereto.

25. Headings. The captions and headings used in this Agreement are for convenience only and do not in any way limit, amplify, or otherwise modify the provisions of this Agreement.

26. Severability. If any term or provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remaining terms and provisions of this Agreement shall not be affected thereby, but such remaining term and provision shall be valid and enforced to the fullest extent permitted by law.

27. Counterparts. This Agreement may be executed in one or more counterpart copies, all of which together shall constitute and be deemed an original, but all of which together shall constitute one and the same instrument binding on all parties. This Agreement may be executed in telecopy (faxed) copies and electronic (e-mail) copies and facsimile and electronic signatures shall be binding upon the parties.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

LANDLORD:

FARMINGTON HILLS SENIOR LIVING, L.L.C.,
a Michigan Limited Liability Company

By:

Its:

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

On this ____ day of _____, 2021, before me personally appeared _____,
the _____ of Farmington Hills Senior Living, L.L.C., a Michigan Limited Liability
Company, who acknowledged that he/she signed this agreement on behalf of said company.

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

[Intentionally Left Blank – Signature Page to Follow]

TENANT:

CITY OF FARMINGTON HILLS,
a Michigan municipal corporation

By: Gary Mekjian
Its: City Manager

By: Pamela B. Smith
Its: City Clerk

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

On this ____ day of _____, 2021, before me personally appeared Gary Mekjian, the City Manager, and Pamela B. Smith, the City Clerk, who acknowledged that they signed and attested to this Agreement on behalf of the City of Farmington Hills.

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

Exhibit A

Depiction of Landlord's Property (Parcel "B")

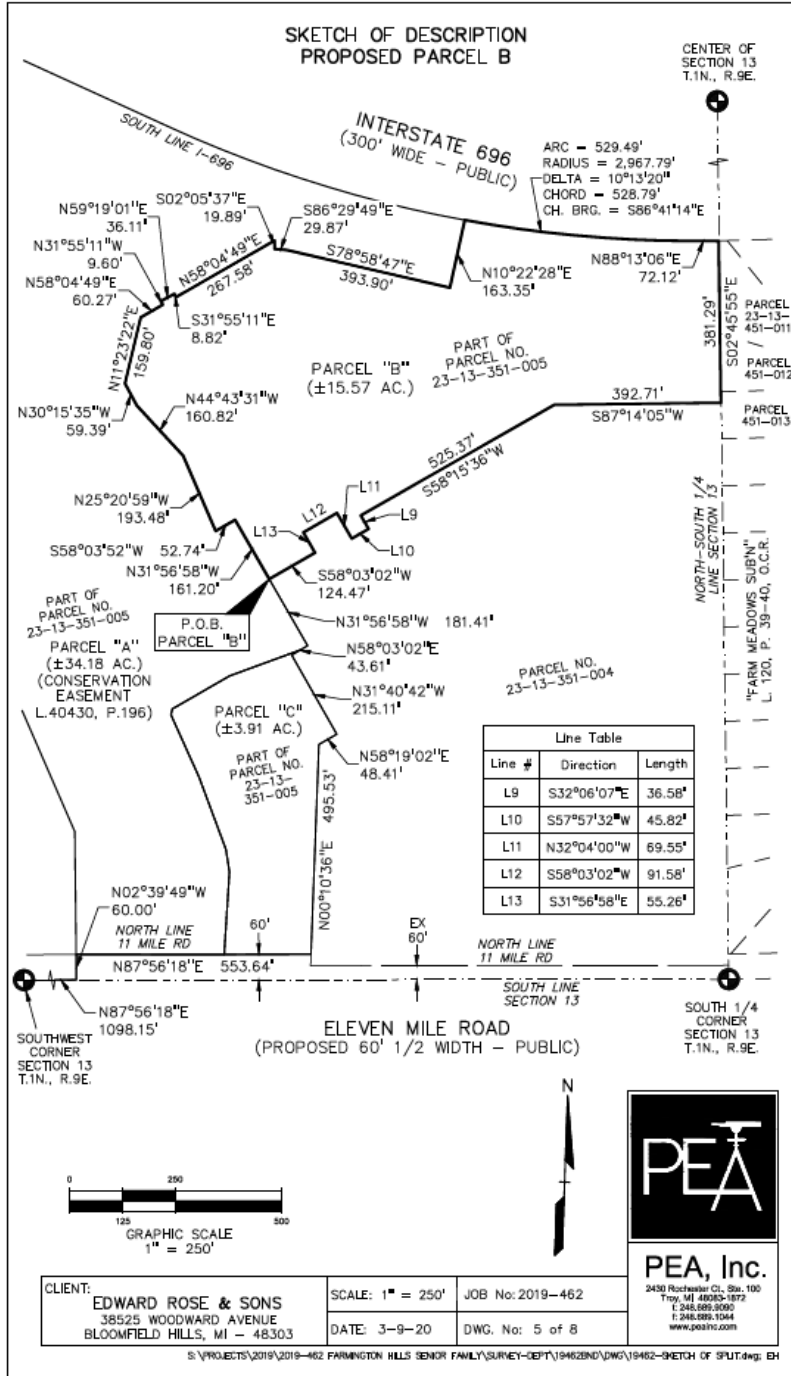


Exhibit B

Site Plan



**STATE OF MICHIGAN
COUNTY OF OAKLAND
CITY OF FARMINGTON HILLS**

RECIPROCAL EASEMENT AND MAINTENANCE AGREEMENT

THIS RECIPROCAL EASEMENT AGREEMENT (the "**Agreement**"), dated _____, 2021, is made and entered into by and between the **CITY OF FARMINGTON HILLS**, a Michigan municipal corporation (the "**City**"), having the address of 31555 West Eleven Mile Road, Farmington Hills, Michigan 48336, and **FARMINGTON HILLS SENIOR LIVING, L.L.C.**, a Michigan Limited Liability Company ("**Rose**"), whose address is 38525 Woodward Avenue, P.O. Box 2011, Bloomfield Hills, Michigan 48303.

RECITALS:

A. Rose is the Owner of a parcel of land consisting of approximately 15.57 +/- acres located in the City of Farmington Hills, Oakland County, Michigan, as legally described on **Exhibit A** attached hereto and incorporated by reference herein ("**Rose Parcel**"), and labeled as "Rose Senior Living" on the site plan on **Exhibit B** attached hereto and incorporated by reference herein ("**Site Plan**");

B. The City is the Owner of a parcel of land consisting of the Costick Center and approximately 11.5 +/- acres of vacant land commonly known as 28600 Eleven Mile Road and located adjacent to and south of the Rose Parcel, as legally described on **Exhibit C** attached hereto and incorporated by reference herein, and labeled as "City of Farmington Hills Costick Center" on the Site Plan ("**City Parcel**");

C. Rose desires to grant the City and its employees, agents, licensees, tenants, subtenants, occupants, vendors, invitees and guests the non-exclusive easement and right to use the Rose Parcel Easement Areas (as defined herein), for the following purposes, on the terms and conditions set forth in this Agreement:

- (i) a non-exclusive access easement for reasonable access along the roads and sidewalks to be constructed on the Rose Parcel for vehicular and pedestrian traffic;

- (ii) a non-exclusive easement for the construction, installation, operation, inspection, maintenance, replacement and removal of sanitary sewers, watermains and related appurtenances, as well as other municipal public services; and
- (iii) a non-exclusive easement to use 11 parking spaces located on the northwest side of the Costick Center for the City to access the existing truck bays located at the Costick Center, on the terms and conditions set forth below.

D. The City desires to grant Rose and its employees, agents, licensees, tenants, subtenants, occupants, vendors, invitees and guests the non-exclusive easement and right to use the City Parcel Easement Areas (as defined herein) for the following purposes, on the terms and conditions set forth in this Agreement:

- (i) a non-exclusive access easement for reasonable access along the roads and sidewalks for vehicular and pedestrian traffic, including access via the easternmost driveway located on the City Parcel that accesses 11 Mile Road;
- (ii) a non-exclusive easement for the use of 100 parking spaces located on the northeast side of the Costick Center near the "C" Door, provided the City has not eliminated the parking area, in its sole discretion;
- (iii) a non-exclusive easement for stormwater drainage to the 11 Mile Road drainage system; and
- (iv) signage easements for identification and wayfinding signage within the City Parcel Easement Areas.

E. The City and Rose have entered into a certain Planned Unit Development Agreement – Rose PUD, dated _____, 2021, and recorded in Oakland County Records at Liber ____, Pages __-__, including the Ancillary Documents as defined therein ("**PUD Agreement**") regarding the use and the development of the Rose Parcel, which contemplates the Parties entering into this Agreement relative to certain easements and maintenance obligations with respect to the Parcels.

NOW, THEREFORE, for and in consideration of the foregoing Recitals, which are incorporated into this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto do hereby agree as follows:

1. **DEFINITIONS.**

A. **Access Facilities:** "Access Facilities" shall mean all roadways, access drives, driveways, entrances, curbing, curb cuts, lighting, markings, directional signs, pavement, sidewalks, walkways and any other structures or improvements used for or in connection with pedestrian and vehicular access and located in the Rose Parcel Access Easement Area and the City Parcel Access Easement Area, as the context requires.

B. **Conservation Easement Area:** "Conservation Easement Area" shall mean the existing Conservation Easement on property adjacent to and located North and West of the Rose Parcel, as recorded in Liber 40430, Page 196, Oakland County Records.

C. **Development:** "Development" shall mean the Rose Parcel and the improvements thereon as more fully set forth in the PUD Agreement.

D. **Easement Areas:** "Easement Areas" shall mean the Rose Parcel Easement Areas and the City Parcel Easement Areas.

E. **Laws:** "Laws" shall mean all laws, ordinances, requirements, orders, codes, directives, rules and regulations of the federal, state, county and municipal governments and of all other governmental authorities affecting the Development or the appurtenances thereto or any part thereof whether the same are in force at the recording of this Agreement or in the future passed, enacted or directed.

F. **Rose Parcel Access Easement Areas:** The "Rose Parcel Access Easement Areas" shall mean the areas of the Rose Parcel that contain Access Facilities.

G. **Rose Parcel Easement Areas:** The "Rose Parcel Easement Areas" shall mean the Rose Parcel Access Easement Areas, the Rose Parcel Parking Easement Area and the Utility Easement Areas located on the Rose Parcel.

H. **City Parcel Access Easement Areas:** The "City Parcel Access Easement Areas" shall mean the areas of the City Parcel that contain Access Facilities.

I. **City Parcel Easement Areas:** The "City Parcel Easement Areas" shall mean the City Parcel Access Easement Areas, the City Parcel Parking Easement Area, the Storm Water Drainage Easement Area, and the Signage Easement Areas.

J. **Owner:** "Owner" shall mean the record owner from time to time (whether one or more persons) of title to any Parcel, or portion thereof, but excluding those holding security interests for the performance of an obligation. Notwithstanding the foregoing, in the event an entire Parcel is ground leased for a term of at least twenty (20) years, the ground lessee shall be deemed the Owner for the term of such ground lease in lieu of such record owner for purposes of this Agreement.

K. **Parcel:** "Parcel" shall mean any parcel of land legally existing on this date, which shall be the Rose Parcel and the City Parcel, and as created from time to time, together with the buildings and improvements located thereon.

L. **Permitted Users:** "Permitted User" shall mean any and all tenants, subtenants, occupants, agents, vendors, licensees, employees and invitees of an Owner or a tenant of a Parcel.

M. **Storm Water Drainage Facilities:** The "Storm Water Drainage Facilities" shall mean the storm water drainage path located in the City Parcel Access Easement Area as shown on the Site Plan.

N. **Utility Easement Area:** The "Utility Easement Area" shall mean those areas on the Rose Parcel and the City's Parcel where water, sanitary sewer, storm water, electrical, gas, telecommunications and other easements are located which contain utility lines and facilities that service another Parcel.

2. **GRANT OF EASEMENTS.**

A. **Access Easement - Rose Parcel Access and Parking Easement Areas:** Rose, as the Owner of the Rose Parcel, hereby grants to the City, as the Owner of the City Parcel, and their respective Permitted Users, a permanent and non-exclusive right and easement for: (i) pedestrian and vehicular passage in, on, over and across the Rose Parcel Access Easement Areas, for the purpose of providing ingress and egress to and from the City's Parcel and the Conservation Easement Area; and (ii) the use of eleven (11) parking spaces located on the northwest side of the Costick Center, as shown on **Exhibit D** attached hereto, in order for the City to access the existing truck bays located at the Costick Center (the "**Rose Parcel Parking Easement Area**"). The Owner of the Rose Parcel reserves the right to build or construct any buildings, structures or improvements or to otherwise redevelop the Rose Parcel, in all respects consistent with all applicable laws and the PUD Agreement, provided that the points of connection between the Rose Parcel Access Easement Areas, and the City Parcel Access Easement Areas shall not be modified in any manner that unreasonably interrupts or interferes with the rights, including access, of the Owner of the City Parcel to, in, under or over the Rose Parcel Access Easement Areas or the Rose Parcel Parking Easement Area.

B. **Access Easement - City Parcel Access and Parking Easement Area:** The City, as the Owner of the City Parcel, hereby grants to Rose, as the Owner of the Rose Parcel and its Permitted Users, a permanent and non-exclusive right and easement for: (i) pedestrian and vehicular passage in, on, over and across the City Parcel Access Easement Areas, for the purpose of providing ingress and egress between the City Parcel and the Rose Parcel, including access via the easternmost driveway located on the City's Parcel that accesses 11 Mile Road (the "**Access Drive**"); and (ii) the use of 100 parking spaces located on the northeast side of the Costick Center near the "C" Door as shown on **Exhibit E** attached hereto, provided the City has not eliminated the parking area in its sole discretion (the "**City Parcel Parking Easement Area**"). The Owner of the City Parcel reserves the right to build or construct any buildings, structures or improvements or to otherwise redevelop the City Parcel, provided that neither the Access Drive nor the

points of connection between the City Parcel Access Easement Area and the Rose Parcel Access Easement Area shall be modified in any manner that unreasonably interrupts or interferes with the rights, including access, of the Owner of the Rose Parcel to, in, under or over the City Parcel Access Easement Areas or the City Parcel Parking Easement Area.

C. **Storm Water Drainage Easement:** City, as the Owner of the City Parcel, hereby grants to Rose, as the Owner of the Rose Parcel and its Permitted Users, a permanent and non-exclusive right and easement for storm water drainage on, over, across and through the Access Drive in the City Parcel Access Easement Area for the purpose of draining storm water from the Rose Parcel to the 11 Mile Road drainage system, together with the right of access across and through the City Parcel for purpose of accessing, using, operating, maintaining, repairing and replacing storm water drainage facilities located therein ("**Storm Water Drainage Easement**" and the "**Storm Water Drainage Easement Area**").

D. **Utility Easement:** Rose grants to the City, as the Owner of the City Parcel, and their respective Permitted Users, a non-exclusive, perpetual easement over, under, across and through the Rose Parcel for purpose of accessing, using, operating, maintaining, repairing and replacing utility lines and related facilities for City Owned utilities located within the Utility Easement Area ("**Utility Easement**").

E. **Development Sign Easement.** City grants to Rose, as the Owner of the Rose Parcel, a non-exclusive easement for an entrance sign at the easternmost entrance along 11 Mile Road (the "**Development Sign**") and a eastern internal wayfinding sign to be located in the City Parcel Access Easement Area, both as depicted on the Signage Plan approved as part of the PUD Agreement (the "**Signage Easement Areas**"); provided, for so long as the City is the Owner or occupant of any portion of the City Parcel, the City will have the right to place a sign panel on the top ½ of the panel area on each side of the Development Sign advertising or displaying the City's use of such portion of the City Parcel (and not advertising or displaying the use of the portion of the City Parcel no longer owned or occupied by the City) and the Owner of the Rose Parcel will have the right to place a sign panel on the bottom ½ of the panel area on each side of the Development Sign. At such time that the City is no longer the Owner or occupant of any portion of the City Parcel, the Owner of the Rose Parcel shall have exclusive rights to the Development Sign so long as the Owner of the City Parcel has the right to construct a separate entrance/identification sign along 11 Mile Road. If the Owner of the City Parcel does not have the right to construct a separate entrance/identification sign along 11 Mile Road, then the Owner of the Rose Parcel and the Owner of the City Parcel shall continue to share the Development Sign as stated above. For so long as the Development Sign is shared, all panels for the Development Sign shall be constructed and installed at the sole cost and expense of the party installing the panel, and in accordance with applicable laws. City further grants to Rose, as the Owner of the Rose Parcel, a non-exclusive easement over the City Parcel for the purpose of installing, maintaining, repairing and illuminating the Development Sign and wayfinding signs within the Signage Easement Areas. In the

event an Owner with rights to the Development Sign hereunder desires to modify and/or replace its panel area on the Development Sign, such Owner shall have the right to make such reasonable modifications and/or replacements, at such Owner's cost and expense in accordance with applicable laws.

F. **Temporary Construction License.** The City, as the Owner of the City Parcel hereby grants to Rose (and its contractors, subcontractors, agents, employees, materialmen and laborers) a temporary non-exclusive license over the City Parcel, as may be necessary to construct the Improvements (as defined below) on the Rose Parcel; provided that such construction work is performed in accordance with the Approved Site Drawings (as defined below); and provided further that, in addition to insurance required to be carried by other provisions of this Agreement, customary insurance is maintained protecting City, as owner of the City Parcel, from the risks involved in such amounts and on such terms as are satisfactory to the City. Rose understands and agrees that Rose shall coordinate with the City regarding all stages of Rose's construction of the improvements including, without limitation, providing updates to the City of the status of the construction, providing the City with prompt notice of any delays to the construction timing or issues arising with respect to Rose's construction obligations, and promptly responding to any requests of the City throughout the construction process through completion. Notwithstanding the foregoing, all rights granted under this section to Rose shall terminate automatically upon completion of the construction of the Improvements located on the Rose Parcel.

3. **CONSTRUCTION ACTIVITIES.**

A. **Initial Construction Work by Rose.** Notwithstanding anything in this Agreement to the contrary, Rose, at its sole cost and expense, shall construct the Rose Parcel Access Easement Areas, the Storm Water Drainage Facilities (including the Detention Basin), the roadways and sidewalks, and the Utility Facilities, and all other site improvements in the Development that Rose is obligated to construct pursuant to the Planned Unit Development Agreement, dated _____, recorded in Oakland County Register of Deeds at Liber _____, Page _____ ("**Improvements**"), in accordance with all laws and the Site Plan and construction drawings approved by the City ("**Approved Site Drawings**").

B. **Development Sign Installation.** The Owner of the Rose Parcel shall install the Development Sign (including illumination/electricity) in accordance with the Signage Plan approved as part of the PUD Plan and this Agreement. The Development Sign shall be constructed within thirty (30) days of the removal of the existing sign or prior to the issuance of a final certificate of occupancy of the Development, whichever is sooner.

C. **PUD Agreement.** Rose acknowledges and agrees that there are obligations set forth under the PUD Agreement including, without limitation, the

development and construction of certain improvements and the pursuit and application of certain permits through the issuance thereof by the City that must be timely completed in connection with the development of the Rose Parcel, as more fully described therein. In the event Rose fails to timely and fully satisfy any of its respective obligations under the PUD Agreement, Rose shall be deemed a Defaulting Owner (as defined below) hereunder and the City shall be entitled to the full and adequate relief and remedies set forth under Section 5(A) and Section 9 below, including, without limitation, the self-help rights and lien rights set forth in Sections 9(B) and 9(C), respectively.

D. **Construction Requirements.** Construction activities performed on the Development, or any portions thereof, at any time shall be expeditiously pursued and performed in accordance with all Laws, in a good and workmanlike manner so as not to unreasonably disturb the operation of any business conducted upon any Parcel, or interfere with an Owner or the Permitted Users of any Owner, and once commenced, such work will be diligently pursued to completion. Any grading which materially alters the flow of surface water or materially modifies the grading or drainage of any of the Easement Areas or an adjoining Parcel (once developed) shall be repaired and restored as nearly as practicable to its prior existing condition in a prompt and workmanlike manner. Once the Improvements have been constructed, the Easement Areas and any portion(s) thereof shall not be obstructed in any adverse manner that unreasonably interferes with or interrupts an Owner and/or its Permitted Users from the use of the Easement Areas, except as may be reasonably necessary to perform maintenance, repair and replacement or as may be reasonably necessary to prevent the dedication of the Easement Areas to public use.

E. **Damage or Destruction by Owner.** Any Owner (or such owner's Permitted Users) who disturbs or damages another Owner's Parcel, or any portion thereof, in the exercise of any rights or obligations hereunder, shall, in a prompt and workmanlike manner, repair and restore such damage or disturbance as nearly as practicable to the condition that existed prior to such damage or disturbance at its sole cost and expense. Any grading which materially alters the flow of surface water to, or materially alters the drainage of, another Owner's Parcel, shall likewise be repaired and restored as nearly as practicable to the condition that existed prior to such grading at such Owner's expense.

F. **Construction Liens.** At no time shall an Owner allow the recording of any construction lien or such other lien on another Owner's Parcel and shall in the event of such recording immediately cause the discharge of the same without any cost or expense to the other Owner. In the event any construction liens are filed against any Parcel due to the construction or maintenance activities of the other Owner or its Permitted Users, then the Party for whom such work is performed ("**Responsible Party**") shall either pay or cause to be paid the same and have said liens discharged of record or bonded over within fifteen (15) days after the notice of construction lien is recorded. In all events the Responsible Party shall have such lien discharged prior to the foreclosure of such lien. In

the event the Responsible Party fails to comply with the terms of this Section, the Owner of the Parcel subject to the construction lien shall have the right to pay-off said construction lien, whereupon the Responsible Party shall, within ten (10) days of the receipt of written demand therefor, reimburse the other party for the entire cost of paying said liens, together with interest on such amount computed at the rate of twelve (12%) percent per annum, calculated monthly, from the date of any such expenditure by such Party to the date of payment. Such amount shall constitute a lien against the Responsible Party's Parcel. The lien shall attach and take effect only upon recordation of a claim of lien in the office of the Oakland County Register of Deeds by the other party. Any such lien shall, in all instances, be subordinate to the first mortgage encumbering such Parcel. Upon the failure of the Responsible Party to make the reimbursement payment set forth herein, the other party shall have the same rights and remedies as set forth in Section 9 below.

4. **MAINTENANCE OF EASEMENT AREAS AND PARCELS.**

A. **Rose Parcel Access Easement Areas.** Rose, as Owner of the Rose Parcel, shall maintain and repair the Rose Parcel Access Easement Areas, at Rose's sole cost and expense, in good condition and repair and at a minimum Pavement Surface Evaluation and Rating (PASER) score of 5 (fair), which pavement will be evaluated and scored by PASER trained City staff on an every-other year schedule. In the event PASER is no longer the industry standard for rating asphalt pavement, the parties agree to utilize a comparable rating system generally accepted by Michigan Department of Transportation and/or Michigan Transportation Asset Management Council. Such maintenance and repair shall include, without limitation: (i) periodic over-banding, crack filling and sealcoating, patching and other pavement repairs, milling and resurfacing and the replacement of paving as necessary; (ii) snow and ice removal, which shall include plowing whenever there is a snowfall of at least two inches (2"), and the use of salt and de-icing agents if the snowfall is less than two inches (2") and for ice removal; (iii) the maintenance, repair and replacement of lighting, landscaping, irrigation, drainage facilities and any other improvements within the Rose Parcel Access Easement Areas. Paved areas shall be maintained in a level, smooth and evenly-covered condition with the type of surfacing material originally installed or such substitute as shall be comparable in quality, use, and durability.

B. **City Parcel Access Easement Areas.** The Owner of the City Parcel shall maintain and repair the City Parcel Access Easement Areas in good condition and repair and at a minimum Pavement Surface Evaluation and Rating (PASER) score of 5 (fair), which pavement will be evaluated and scored by PASER trained City staff on an every-other year schedule. In the event PASER is no longer the industry standard for rating asphalt pavement, the parties agree to utilize a comparable rating system generally accepted by Michigan Department of Transportation and/or Michigan Transportation Asset Management Council. Such maintenance and repair shall include, without limitation: (i) periodic over-banding, crack filling and sealcoating, patching and other pavement

repairs, milling and resurfacing and the replacement of paving as necessary; (ii) snow and ice removal, which shall include plowing whenever there is a snowfall of at least two inches (2"), and the use of salt and de-icing agents if the snowfall is less than two inches (2") and for ice removal; (iii) the maintenance, repair and replacement of lighting, landscaping, irrigation, drainage facilities and any other improvements within the City Parcel Access Easement Area. Paved areas shall be maintained in a level, smooth and evenly-covered condition with the type of surfacing material originally installed or such substitute as shall be comparable in quality, use, and durability.

The Owner of the City Parcel shall be solely responsible for the cost of maintenance, repair and replacement of the City Parcel Parking Easement Area. Each of the Owner of the City Parcel and the Owner of the Rose Parcel shall be responsible for 50% of the out-of-pocket, third party expenses incurred by the Owner of the City Parcel to perform or secure the performance of the maintenance, repairs and/or replacements of the Access Drive within the City Parcel Access Easement Areas (the "**Access Easement Costs**"). If the City Parcel is divided and sold, the Owner acquiring the largest portion of the City Parcel shall undertake the responsibility to perform or secure performance of the maintenance, repair and/or replacement of the Access Drive and the Owners of the divided City Parcel shall be jointly and severally responsible for the City Parcel's 50% share of such costs. The Owner of the Rose Parcel shall reimburse the Owner of the City Parcel for its 50% share of the Access Easement Costs within thirty (30) days after receipt of an invoice from the Owner of the City Parcel together with all contractor invoices and other reasonable documentation supporting the expenditures made.

D. **Utility Easement.** Notwithstanding anything to the contrary herein, each Owner shall be responsible, at its sole cost and expense, for the maintenance and repair of any Utility Facilities within any Utility Easements on such Owner's Parcel.

E. **Development Sign.** The Owner of the Rose Parcel shall, at its sole cost and expense, be responsible for the maintenance, repair and illumination the Development Sign.

F. **Maintenance of Parcels.**

(1) Subject to the other provisions of this Section 4, the Owner of the Rose Parcel shall, at its sole cost and expense, be responsible for the care, maintenance, repair, replacement and operation of the landscaping, trees, lawn areas, cross-access improvements and storm water drainage improvements on the Rose Parcel Easement Areas in a safe and fully functional condition at all times, as set forth in the PUD Agreement.

(2) Subject to the other provisions of this Section 4, the Owner(s) of the City Parcel shall, at its sole cost and expense, be responsible for the care, maintenance, repair, replacement and operation of the landscaping, trees, lawn

areas, cross-access improvements and storm water drainage improvements on the City Parcel Easement Areas in a safe and fully functional condition at all times.

(3) The Owner of the Rose Parcel and the Owner(s) of the City Parcel shall each be jointly and severally liable for the obligations of any Defaulting Owner that are imposed pursuant to the provisions of Section 9.G. and arising out of an Owner's default of its obligations set forth in this Section 4; and shall have the rights, remedies and indemnities for the enforcement of such obligations against Defaulting Owner pursuant to Sections 5.A. and 9 below.

G. **Additional Requirements.** In the event that an Owner is required to perform any work, construction, maintenance, repairs or replacement under this Agreement, it shall provide the other Owners with written notice of the same not less than seven (7) days in advance of the commencement of work, construction, maintenance, repairs or replacement unless the same is necessitated by an emergency in which case notice of the same must be given as soon as practicable but not later than the commencement of the work. Each Owner shall obtain all permits and approvals required by all applicable Laws before commencing any such work. Any and all contractors used by an Owner shall maintain insurance as is required by the Owners under this Agreement. To the extent any portion of a Parcel is disturbed or damaged by the acts or omissions of the other Owner and/or its contractors, such Owner shall at its sole expense restore the disturbed or damaged Parcel to the condition in which it previously existed. Each Owner shall use its diligent efforts to cause its architects, engineers, contractors and subcontractors to cooperate and coordinate its respective construction and maintenance obligations with the architects, engineers, contractors, and subcontractors of the other Owner(s) performing its respective construction and maintenance obligations on such Owner's respective Parcel, to the extent necessary to achieve the objectives set forth in this Agreement and the PUD Agreement.

H. **License for Maintenance Purposes.** Each Owner grants to each other Owner (and their respective contractors, agents and employees) a non-exclusive license over such Owner's Parcel as may be necessary to perform any maintenance obligations set forth in this Section 4 and Section 9 below.

5. **PROPERTY TAXES.**

A. In the event that any of the easements provided for in this Agreement could be extinguished as a result of the failure of an Owner to pay any real property taxes or other special taxes or assessments levied against its Parcel ("**Taxes**"), then the Owner owning such Parcel shall pay such Taxes, along with any interest and penalties due and owing, before the tax lien on such Parcel is foreclosed or any other action is taken that would extinguish any easements under this Agreement. In the event the Owner owning such Parcel ("**Defaulting Party**") does not pay such Taxes thirty (30) days prior to the date that this Agreement or any easements provided for herein could be extinguished for the nonpayment of Taxes, then any other Owner ("**Non-defaulting Party**") may, but is

not obligated to, pay such Taxes, along with any interest and penalties due and owing and the Defaulting Party shall reimburse the Non-defaulting Party for all costs and expenses incurred in connection with such curative action within ten (10) business days of receipt of demand, together with reasonable documentation supporting the expenditures made. Such amount, plus interest at the rate of twelve (12%) percent per annum shall constitute a lien against the Defaulting Party's Parcel. The lien shall attach and take effect only upon recordation of a claim of lien in the office of the Oakland County Register of Deeds by the Non-defaulting Party. Any such lien shall, in all instances, be subordinate to the first mortgage encumbering such Parcel. Upon the failure of the Defaulting Party to make the reimbursement payment set forth herein, the Non-defaulting Party shall have the same rights and remedies as set forth in Section 9 below.

6. **INSURANCE.**

A. **Responsibility of Parcel Owners for Liabilities.** Each Owner shall be responsible for any claims made against that Owner by a third party and for the acts or omissions of its employees arising under or related to this Agreement.

B. **Insurance.**

(1) Each Owner at its own expense shall be required to procure and maintain in full force and effect a policy or policies of commercial general liability insurance (including contractual liability coverage) against any liability or claim for personal liability, wrongful death, property damage or liability for which such party is responsible under this Agreement or under the Laws, with financially responsible insurers authorized to transact business in the State of Michigan with a commercially reasonable combined single limit of not less than \$2,000,000.00 per occurrence (such amount to be increased over time so as to maintain comparable coverage amounts as dollar values erode with inflation or if reasonably required under then-prevailing industry standards for similar facilities).

(2) Policies of insurance required under this paragraph shall name the other Owner(s) (and their mortgagees and/or lessors, if required) as additional named insureds. Each Owner shall provide the other Owner(s) with certificates of such insurance from time to time upon written request to evidence that such insurance is in force. Such insurance policies shall provide an obligation requiring the insurer to provide thirty (30) days written notice to the other Owner(s) and additional named insureds prior to cancellation or termination of the policy (10 days in the case of non-payment).

7. **EMINENT DOMAIN.**

A. **Owner's Right to Award.** In the event of the exercise of eminent domain or transfer in lieu thereof of a Parcel or any portion thereof (whether or not such taking includes any Easement Areas, or any portion(s) thereof) (the "**Condemned Parcel**"),

the award attributable to the Condemned Parcel shall be payable only to the Owner thereof. No other Owner shall have an interest in any award or payment made in connection with the exercise of eminent domain or transfer in lieu thereof of the Condemned Parcel, provided, however, that the other Owner(s) may file collateral claims with the condemning authority for their losses and may receive payment if awarded separately and apart from the award made to the Owner of the Condemned Parcel, including any separate award for substantial impairment to the benefits hereunder such as access or utilities.

B. **Restoration of Easement Areas.** If any Easement Areas, or any portions thereof, are so condemned or transferred, the Owner of the Parcel on which the portion of Easement Area was so condemned or transferred shall promptly repair and restore the remaining portion of the affected Easement Areas as nearly as practicable to the condition which existed immediately prior to such condemnation or transfer to the extent that the entire proceeds of such award are sufficient to pay the cost of such restoration and repair and without contribution from the Owner of any other Parcel. Notwithstanding the foregoing, in the event that the proceeds of such an award are insufficient to pay the cost of the restoration and repair of the affected Easement Areas, the Owner benefitting from such easements may, at its sole and absolute discretion, contribute any additional amounts necessary to restore and repair the Utility Facilities within the Easement Areas.

8. **RIGHTS OF MORTGAGEES.**

No provision of this Agreement shall in any way defeat or render invalid the lien of any mortgage or other security instrument entered into in good faith and for valuable consideration, whether presently in existence or hereafter recorded against any part of the Development, but any such lien shall be subordinate and subject to the provisions of this Agreement but not to any liens created by this Agreement; provided, however, that if any portion of the Development is purchased in connection with a foreclosure of such mortgage or security instrument or is conveyed to the party so secured in lieu of foreclosure, any person so acquiring or purchasing and his successors and assigns shall hold any and all real property so purchased or acquired subject to the provisions of this Agreement. Simultaneously with this Agreement, the Parties shall obtain an agreement from the existing holders of such mortgage or other security instrument on their respective Parcels subordinating the terms thereof to the terms of this Agreement.

9. **REMEDIES AND ENFORCEMENT.**

A. **All Legal and Equitable Remedies Available.** In the event of a breach or threatened breach by an Owner of a Parcel and/or its Permitted Users (collectively, jointly and severally, the "**Defaulting Owner**") of any of the terms, covenants, restrictions or conditions hereof, the other Owner(s) shall be entitled forthwith to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach from the Defaulting Owner.

B. **Self-Help.** In addition to all other remedies available at law or in equity, upon the failure of a Defaulting Owner to cure a breach of this Agreement within thirty (30) days following written notice thereof by an Owner or its tenants (unless, with respect to any such breach the nature of which cannot reasonably be cured within such 30-day period, the Defaulting Owner commences such cure within such 30-day period and thereafter diligently pursues such cure to completion), any Owner or its tenants shall have the right to perform such obligations contained in this Agreement on behalf of such Defaulting Owner and be reimbursed by such Defaulting Owner upon demand for the reasonable costs thereof together with interest at the Prime Rate charged from time to time by Bank of America (its successors or assigns) as published in the Wall Street Journal plus three percent (3%) per annum (not to exceed the maximum rate of interest allowed by law). Notwithstanding the foregoing, in the event of (i) an emergency (e.g. the failure to timely remove snow (with respect to which "timely removal" shall mean within two (2) hours of receiving at least two (2) inches of snowfall), ice, fallen trees, disabled vehicles or other obstructions which impair the use of the Easement Area), (ii) material impairment of the easement rights, and/or (iii) the unauthorized parking of vehicles on a Parcel (any of the foregoing being an "Emergency Situation"), an Owner or its tenants may immediately cure the same, without notice, and be reimbursed by the Defaulting Owner upon demand for the reasonable cost thereof together with interest at the Prime Rate, plus three percent (3%), as above described. Notwithstanding the foregoing, for so long as the City is the Owner of any portion of the City Parcel, the Owner of the Rose Parcel shall not have the self-help remedies as set forth in this paragraph due to the City being a Defaulting Owner.

C. **Lien Rights.** In the event the Defaulting Owner fails to pay or reimburse another Owner for any sums due and owing under this Section 9, or an Indemnifying Owner fails to pay an Indemnified Owner for its Losses under Section 5.A. above, within thirty (30) days of demand from such Owner (the "**Delinquent Payment**"), the amount of such Delinquent Payment shall automatically become a lien upon the Defaulting Owner's or the Indemnifying Owner's Parcel, which such lien shall be enforced (with interest at the rate set forth herein) in the same manner as a mortgage. Such lien shall automatically attach and take effect upon the recording of a claim of lien in the appropriate recording office in Oakland County, Michigan setting forth the name of the Defaulting Owner or the Indemnifying Owner, the amount of the Delinquent Payment, the date of the non-payment, a description of the Parcel or portion thereof to which the lien shall attach, and a statement that the lien is claimed pursuant to the provisions of this Agreement. Any such lien shall, in all instances, be subordinate to the first mortgage encumbering such Parcel. An aggrieved Owner under this Section 9 or an Indemnified Owner, at its option, may exercise any one or more of the following remedies, either separately or simultaneously: (1) the institution of suit to collection the indebtedness due, (2) the institution of proceedings to foreclose the lien, as if the lien was a mortgage, by advertisement pursuant to MCLA 600.3201 *et. seq.*, or (3) the institution of suit to foreclose the lien, as if the lien was a mortgage, pursuant to MCLA 600.3101 *et. seq.* The rights granted herein shall be deemed in addition to and not in substitution of any

remedies permitted by law. The Owners each agree and consent to these terms and conditions and the recording of a lien as provided herein, which lien shall constitute a consensual lien for purposes of MCLA 565.25(2)(c).

D. **Attorneys' Fees.** In any legal or equitable proceeding to determine the rights of the Owners to enforce or restrain the breach of this Agreement, the losing party or parties, as determined by the court, hearing officer, other tribunal, or arbiter utilized for this purpose, shall pay the reasonable attorneys' fees, legal costs and expenses of the prevailing party or parties.

E. **Remedies Cumulative.** The remedies specified herein shall be cumulative and in addition to all other remedies permitted at law or in equity.

F. **No Termination for Breach.** Notwithstanding the foregoing to the contrary, no breach hereunder shall entitle any Owner to cancel, rescind, or otherwise terminate this Agreement.

G. **City Remedies for Failure of Maintenance Obligations.** If the Owner of the Rose Parcel shall at any time fail to carry out its maintenance responsibilities set forth in Section 4 above, the City may serve written notice upon such Owner setting forth the deficiencies in the care, maintenance, repair, replacement, and/or operation along with a demand that the deficiencies be cured within a stated reasonable time period, and the date, time and place for a hearing before the City for the purpose of allowing such Owner an opportunity to be heard as to why the City should not proceed with the correction of the deficiency or obligation which has not been undertaken or properly fulfilled. At any such hearing, the time for curing and the hearing itself may be extended and/or continued to a date certain. If, following such hearing, the person conducting the hearing shall determine that the obligation has not been fulfilled or the deficiency corrected within the time specified in the notice, as determined by the City in its reasonable discretion, the City shall thereupon have the right, power and authority, but not the obligation, to access and enter upon such Owner's Parcel and perform such obligation or take such corrective measures as reasonably found by the City to be appropriate or necessary to correct such deficiency, for the purposes described above. The cost and expense of making and financing such actions by the City, including notices by the City and reasonable legal fees incurred by the City, plus an administrative fee in an amount equivalent to twenty-five (25%) percent of the total of all such costs and expenses incurred, shall be paid by such Owner within thirty (30) days of a billing to such Owner. All unpaid amounts may be placed on the delinquent tax roll of the City as to such Owner's Parcel, and shall accrue interest and penalties, and shall be collected as, and deemed delinquent real property taxes, according to the laws made and provided for the collection of delinquent real property taxes. In the discretion of the City, such costs and expenses may be collected by suit initiated against such Owner, and, in such event, the Owner shall pay all court costs and reasonable attorney fees incurred by the City in connection with such suit. The rights and powers of the City as set forth in this paragraph

shall be personal to the City and shall not accrue to a subsequent Owner of the City Parcel.

10. **ESTOPPEL CERTIFICATE.**

A. Each Owner, within fifteen (15) days of written request from another Owner, shall execute, acknowledge and deliver an estoppel certificate, in a mutually acceptable form, certifying to such requesting Owner or any prospective purchaser, assignee, lessee or mortgagee designated by such requesting Owner, without charge, that: (a) this Agreement is in full force and effect, without modification (or if there have been modifications, identifying the modifications); (b) there are no existing defaults nor does any set of facts exist which with the passage of time or the giving of notice or both would constitute a default (or if so, specifying the nature and extent thereof); (c) there exist no disputes relative to amounts payable by or to such Owner or any unpaid expenses (or if so, setting forth the nature and amount of the dispute); and (d) such other information concerning the status of this Agreement or the performance of the Owners of their respective obligations hereunder as may be reasonably requested.

11. **DURATION.**

A. Unless otherwise canceled or terminated, all of the easements and rights granted in this Agreement, and the obligations herein (except as otherwise provided herein), shall continue in perpetuity; provided, however, that if any term or provision hereof would otherwise be unlawful and void or voidable for violation of the rule against perpetuities or any other common law or statutory rule pertaining to the duration of such easements and rights, then such term or provision shall be effective only until the date which is twenty-one (21) years after the death of the last surviving descendant, currently living, of the former Presidents of the United States alive on the date of this Agreement. If the filing of any recorded extensions may prolong the duration of such restrictions, then such extensions shall be recorded at the appropriate time.

B. Notwithstanding anything else in this Agreement, in the event the PUD Agreement or PUD Plan described therein is terminated in accordance with the PUD Agreement or the City Zoning Ordinance and both parties have not terminated the Amended and Restated Reciprocal Easement and Restriction Agreement dated April 16, 2015, and recorded on May 21, 2015, at Liber 48202, Page 247, Oakland County Records, either party may terminate this Agreement effective upon the later to occur of: (1) the thirtieth (30th) calendar day after the date of a written notice to the other party of such termination; and (2) recordation of a notice of such termination with the Oakland County Register of Deeds.

12. **MISCELLANEOUS.**

A. **Covenants Run With Land.** This Agreement shall be perpetual in nature, shall run with the land and shall benefit and be binding upon the Owners, their heirs, administrators, representatives, successors and assigns. This Agreement shall be recorded with the Oakland County Register of Deeds. Any transferee of any Parcel, or any part thereof, shall automatically be deemed, by acceptance of a deed, a leasehold interest satisfying the conditions set forth in Section 1.J. above, or any ownership interest in and to a Parcel, or portion thereof, to have assumed all obligations set forth herein, and to have agreed to comply with the provisions hereof. The transferor of any such Parcel shall, upon the completion of the transfer, be relieved of all liability hereunder except that which arose during the transferor's period of ownership and which remains unsatisfied on the date transfer.

B. **No Dedication To Public; No Implied Easements.** Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of any Parcel to the general public or for any public use or purpose whatsoever, it being the intention of the Parties that this Agreement be for the exclusive benefit of the Owners and the Permitted Users and that nothing herein, express or implied, shall confer upon any person, other than the Owners and their heirs, administrators, legal representatives, successors and assigns, any rights or remedies under or by reason of this Agreement. No easements, except those expressly set forth herein shall be implied by this Agreement. Notwithstanding the foregoing, at such time that the City is no longer the Owner of the City Parcel, there is hereby reserved along, across and upon the City Parcel, an easement for public or private utility purposes.

C. **Governmental Immunity and Authority Unaffected.** Nothing in this Agreement is intended, nor shall it operate, to diminish, delegate, divest, impair, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, capacity, immunity, or character of office, including, but not limited to, governmental immunity on behalf of the City or any of its employees, appointees, officials, or agents.

D. **No Waiver.** No delay or omission of an Owner in the exercise of any right accruing upon default by another Owner shall impair any such right or be construed to be a waiver thereof. A waiver on one occasion by an Owner of a breach or a default of any of the terms and conditions of this Agreement by another Owner shall not be construed to be a waiver of subsequent breaches or defaults or of any other provisions hereof.

E. **Severability.** If any term, provision or condition contained in this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement (or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term, provision or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law provided that such deletions can be made without materially changing the basic agreement between the Parties. If

such deletions cannot be made without materially changing the basic agreement between the Parties, then the Parties agree to amend, or to permit the court to amend, this Agreement to accomplish essentially the same transaction without said illegal, invalid or unenforceable provisions.

F. **Amendment.** This Agreement may be modified or amended, in whole or in part, as the rights, interests and obligations by an amendment in writing, executed and acknowledged by the Parties, duly recorded in Oakland County, Michigan.

G. **Applicable Law.** This Agreement shall be construed in accordance with the laws of the State of Michigan.

H. **No Partnership or Joint Venture.** Nothing in this Agreement shall be construed to make the Parties hereto partners or joint venturers or render any of said Parties liable for the debts or obligations of the others.

I. **Notices.** All notices, approvals, consents or requests given or made pursuant to this Agreement shall be made in writing and shall be deemed given upon receipt by personal delivery; three (3) days after deposit with the US Postal Service for delivery by certified mail, return receipt requested, with postage prepaid; or one (1) day after deposit with a recognized overnight carrier for overnight delivery, charges prepaid. Notices shall be addressed as follows until a new address for notices shall be designated by notice in the manner provided in this paragraph to all other Owners:

If to Rose: Farmington Hills Senior Living, L.L.C.
38525 Woodward Avenue
P.O. Box 2011
Bloomfield Hills, Michigan 48303-2011
Attention: Mark Perkoski
Email: Mark_Perkoski@edwardrose.com

With a copy to: Farmington Hills Senior Living, L.L.C.
38525 Woodward Avenue
P.O. Box 2011
Bloomfield Hills, Michigan 48303-2011
Attention: General Counsel

With a copy to: Steven J. Rypma
Honigman LLP
650 Trade Centre Way
Suite 200
Kalamazoo, MI 49002-0402
Email: SRypma@honigman.com

If to City: City of Farmington Hills
c/o Gary Mekjian, City Manager
31555 W. Eleven Mile Road
Farmington Hills, Michigan 48336
E-mail: GMekjian@fhgov.com

With a copy to: Mr. Steven P. Joppich, Esq.
Rosati Schultz Joppich & Amtsbuechler, PC
27555 Executive Drive, Suite 250
Farmington Hills, Michigan 48331
E-mail: sjoppich@rsjalaw.com

J. **Interpretation.** Wherever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, and vice versa, as the context shall require. The section headings used herein are for reference and convenience only, and shall not enter into the interpretation hereof. This Agreement may be executed in several counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

K. **Entire Agreement.** This Agreement and the Exhibits attached hereto set forth the entire agreement between the Parties governing the Development. There are no statements, promises, representations or understandings, oral or written, not herein expressed.

L. **Transfer Taxes.** This instrument is exempt from Michigan real estate transfer tax pursuant to MCL 207.526(a). This instrument is exempt from county real estate transfer tax pursuant to MCL 207.505(a).

*[Remainder of page intentionally left blank.
Signatures continued on next page.]*

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

ROSE:

Farmington Hills Senior Living, L.L.C., a Michigan Limited Liability Company

By:
Its:

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

On this ____ day of _____, 2021, before me personally appeared _____, the _____ of Farmington Hills Senior Living, L.L.C., a Michigan Limited Liability Company, who acknowledged that he/she signed this agreement on behalf of said company.

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

CITY:

CITY OF FARMINGTON HILLS,
a Michigan municipal corporation

By: Gary Mekjian
Its: City Manager

By: Pamela B. Smith
Its: City Clerk

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

On this ____ day of _____, 2021, before me personally appeared Gary Mekjian, the City Manager, and Pamela B. Smith, the City Clerk, who acknowledged that they signed and attested to this Agreement on behalf of the City of Farmington Hills.

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

Exhibits:

- A – Rose Parcel Legal Description
- B – Site Plan
- C – City Parcel Legal Description
- D – Rose Parcel Parking Easement Area
- E – City Parcel Parking Easement Area

Drafted Jointly By:
Steven P. Joppich, Esq.
Rosati, Schultz Joppich & Amtsbuechler
27555 Executive Drive, Suite 250
Farmington Hills, MI 48331-3550
and

Steven J. Rypma
Honigman LLP
650 Trade Centre Way
Suite 200
Kalamazoo, MI 49002-0402

When Recorded, Return To:
City Clerk
City of Farmington Hills
31555 West Eleven Mile Road
Farmington Hills, MI 48336-1165

EXHIBIT A

Legal Description of Rose Parcel

PARCEL "B" (Part of Parcel No. 23-13-351-005)

A parcel of land being part of the Southwest 1/4 of Section 13, Town 1 North, Range 9 East, City of Farmington Hills, Oakland County, Michigan, being more particularly described as follows:

Commencing at the southwest corner of said Section 13; thence along the south line of said section, N87°56'18"E 1098.15 feet;

thence N02°39'49"W, 60.00 feet to the north line of Eleven Mile Road (proposed 60 foot half width);

thence along said north line, N87°56'18"E, 553.64 feet;

thence N00°10'36"E, 495.53 feet;

thence N58°19'02"E, 48.41 feet;

thence N31°40'42"W, 215.11 feet;

thence N58°03'02"E, 43.61 feet;

thence N31°56'58"W, 181.41 feet to the POINT OF BEGINNING, said point being on the easterly line of a Conservation Easement, as recorded in Liber 40430, Page 196, Oakland County Records;

thence continuing along said Conservation Easement the following fifteen (15) courses:

1) N31°56'58"W, 161.20 feet and

2) S58°03'52"W, 52.74 feet and

3) N25°20'59"W, 193.48 feet and

4) N44°43'31"W, 160.82 feet and

5) N30°15'35"W, 59.39 feet and

6) N11°23'22"E, 159.80 feet and

7) N58°04'49"E, 60.27 feet and

8) N31°55'11"W, 9.60 feet and

9) N59°19'01"E, 36.11 feet and

10) S31°55'11"E, 8.82 feet and

11) N58°04'49"E, 267.58 feet and

12) S02°05'37"E, 19.89 feet and

13) S86°29'49"E, 29.87 feet and

14) S78°58'47"E, 393.90 feet and

15) N10°22'28"E, 163.35 feet to the south line of I-696 (300 foot wide);

thence along said south line the following two (2) courses: 1) 529.49 feet along an arc of a curve to the left, having a radius of 2967.79 feet and a chord that bears S86°41'14"E, 528.79 feet and 2) N88°13'06"E, 72.12 feet to the north-south 1/4 line of said section 13, said line also being the west line of "Farm Meadows Subdivision", as recorded in Liber 120, Page 39, Oakland County Records;

thence along said north-south 1/4 line, S02°45'55"E, 381.29 feet;

thence S87°14'05"W, 392.71 feet;

thence S58°15'36"W, 525.37 feet;

thence L9) S32°06'07"E, 36.58 feet;

thence L10) S57°57'32"W, 45.82 feet;

thence L11) N32°04'00"W, 69.55 feet;

thence L12) S58°03'02"W, 91.58 feet;

thence L13) S31°56'58"E, 55.26 feet;

thence S58°03'02"W, 124.47 feet to the aforementioned easterly line of said Conservation Easement and the POINT OF BEGINNING.

Containing 15.57 acres of land, more or less.

EXHIBIT C

Legal Description of City Parcel

Property Description

T1N, R9E, SEC 13 PART OF SW 1/4 BEG AT S 1/4 COR TH W 986.66 FT, TH N 02-14-21 E 555.55 FT, TH N 60-22-47 E 48.41 FT, TH N 29-36-57 W 215.11 FT, TH N 60-06-47 E 43.61 FT, TH N 29-53-13 W 181.41 FT, TH N 60-06-47 E 124.47 FT, TH N 29-53-13 W 55.26 FT, TH N 60-06-47 E 91.58 FT, TH S 30-00-15 E 69.55 FT, TH N 60-01-17 E 45.82 FT, TH N 30-02-22 W 36.58 FT, TH N 60-19-21 E 525.37 FT, TH N 89-17-50 E 392.17 FT, TH S 00-42-10 E 1360.02 FT TO BEG 28.33 A 5-5-94 FR 002

EXHIBIT D

Rose Parcel Parking Easement Area

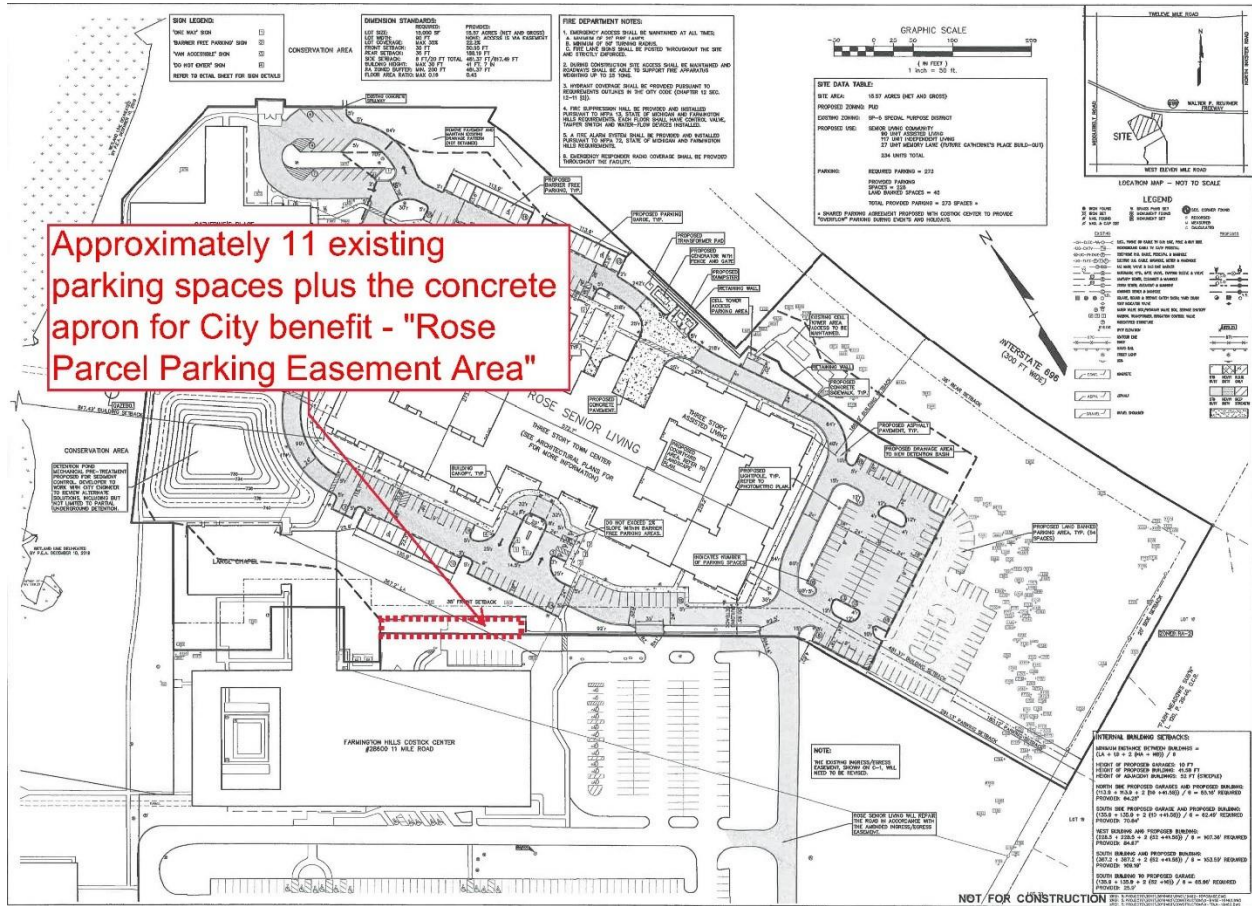
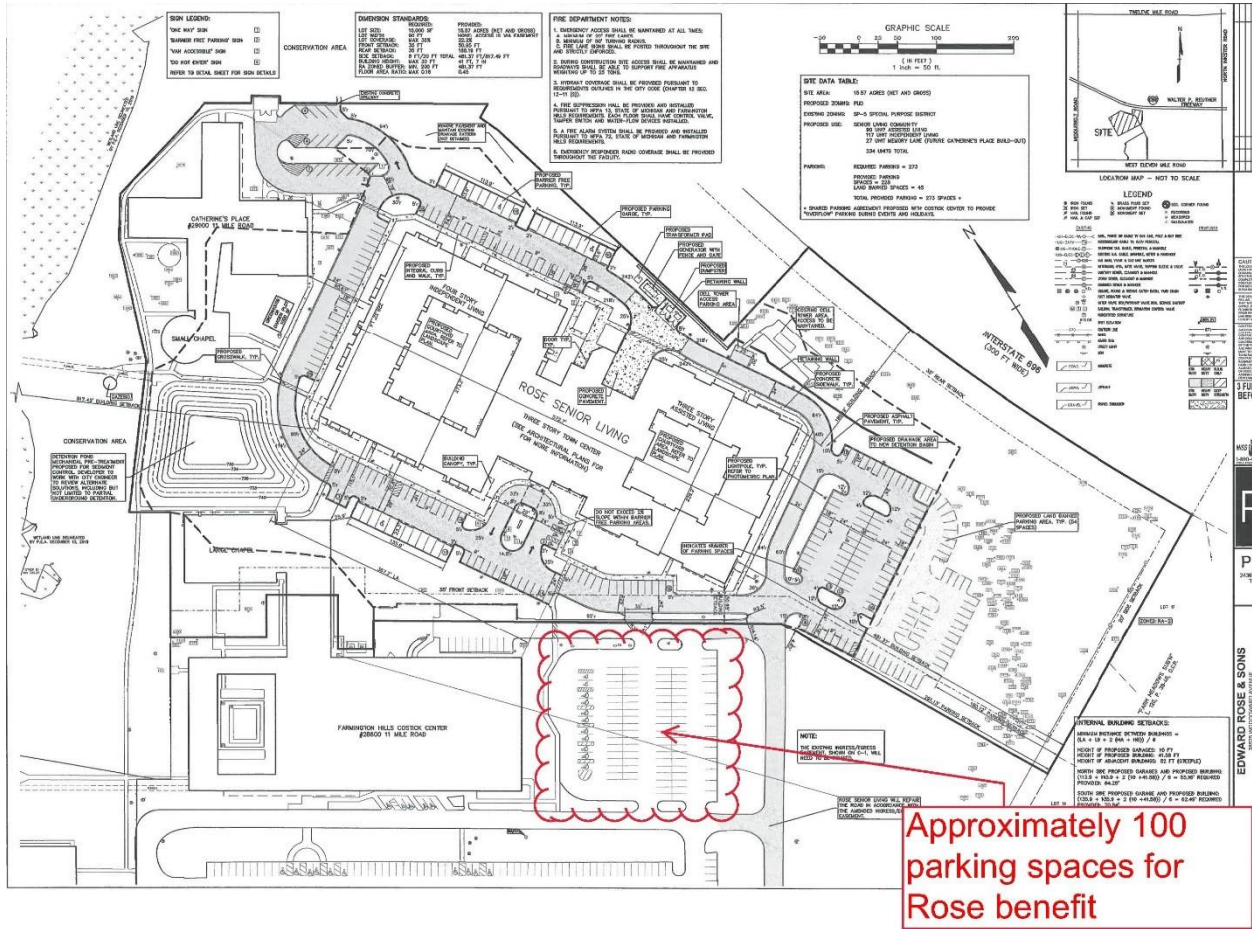


EXHIBIT E

City Parcel Parking Easement Area



EDWARD ROSE & SONS ARCHITECTURE

CONSENT TO AGREEMENT

The undersigned, _____, a _____, of Six Rivers Regional Land Conservancy, whose address is 4480 Orion Rd., 2nd Floor, PO Box 80902, Rochester, MI 48308, being a recipient of a Conservation Easement recorded in Liber 40430, Pages 196-279, Oakland County, Michigan, records, hereby consents and agrees to the granting by the owner of the Property to the City of Farmington Hills, a Michigan municipal corporation, whose address is 31555 W. Eleven Mile Road, Farmington Hills, Michigan 48336, of an easement for the purpose of accessing and using the Conservation Easement, in accordance with the terms of the Conservation Easement.

SIX RIVERS REGIONAL LAND CONSERVANCY,
a Michigan non-profit corporation

By:

Its:

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

On this ____ day of _____, 2021, before me personally appeared _____, the _____, who acknowledged that he/she signed and attested to this Agreement on behalf of the Six Rivers Regional Land Conservancy.

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

**TERMINATION OF AMENDED AND RESTATED
RECIPROCAL EASEMENT AND RESTRICTION AGREEMENT**

This Termination of Amended and Restated Reciprocal Easement and Restriction Agreement (this "Termination Agreement") is entered into on this _____ day of _____, 2021, and is between **Sisters of Mercy of the Americas West Midwest Community, Inc.**, a Missouri non-profit corporation, as successor-in-interest to Sisters of Mercy Regional Community of Detroit, Inc., a Michigan non-profit corporation, whose address is 7262 Mercy Road, Omaha, Nebraska 68124-4933, Attention: Sister Susan M. Sanders ("SOM"), and **The City of Farmington Hills**, a Michigan municipal corporation, whose address is 31555 West Eleven Mile Road, Farmington Hills, Michigan 48336 ("COFH"). SOM and COFH may be referred to individually as a "Party" or collectively as the "Parties."

Background

A. SOM is the owner of the property located in the City of Farmington Hills, Oakland County, Michigan, being more particularly described on Exhibit A attached hereto (the "SOM Property").

B. COFH is the owner of the property located in the City of Farmington Hills, Oakland County, Michigan, immediately adjacent to the SOM Property and being more particularly described on Exhibit B attached hereto (the "COFH Property").

C. The Parties entered into the Amended and Restated Reciprocal Easement and Restriction Agreement dated April 16, 2015, and recorded on May 21, 2015, at Liber 48202, Page 247, Oakland County Records (the "Restated Agreement"), which amended and restated that certain Reciprocal Easement and Restriction Agreement dated March 2, 1994, and recorded as Liber 14757, Pg. 544-548, Oakland County Records (the "Original Agreement"), all of which affects the SOM Property and the COFH Property.

D. The Parties wish to terminate the Restated Agreement and the underlying Original Agreement of record.

NOW, THEREFORE, in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration and the mutual promises and covenants contained in this Termination Agreement, the Parties hereby agree as follows:

AGREEMENT

1. **Termination.** The Parties, on their respective behalves, and on behalf of their respective agents, assigns, successors, and all other persons and anyone claiming under or through them, hereby terminate the Restated Agreement and the Original Agreement and release any and all easements and restrictions affecting the properties described therein as of the Effective Date.

2. **Effective Date.** This Termination Agreement will not be effective until it is executed and recorded by COFH and notice of its execution and recording is provided to SOM.

3. **Severability.** If any term, covenant, or condition of this Termination Agreement or the application of which to any Party or circumstance shall, to any extent be invalid or unenforceable, the remainder of this Termination Agreement or the application of the term, covenant, or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall be effective, and each term, covenant, or condition of this Termination Agreement shall be valid and enforced to the fullest extent permitted by law.

4. **Warranty of Capacity to Execute Agreement:** All Parties warrant and represent that they have the sole right and exclusive authority to execute this Termination Agreement.

5. **Counterparts.** This Termination Agreement may be executed in counterparts.

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

[Intentionally Left Blank - Signatures Pages to Follow]

IN WITNESS WHEREOF, the Parties below have executed or caused this Termination Agreement to be executed by its duly authorized representatives on the date first set forth above.

SOM:

Sisters of Mercy of the Americas West Midwest Community, Inc.,
a Missouri non-profit corporation

By: _____
Print Name: _____
Its: _____

STATE OF _____)
) SS.
COUNTY OF _____)

Acknowledged before me on this _____ day of _____, 2021, by _____, the _____ of Sisters of Mercy of the Americas West Midwest Community, Inc., a Missouri non-profit corporation, on behalf of said corporation.

(SEAL)

Print Name: _____
Notary Public
_____ County, _____
Acting in _____ County, _____
My commission expires: _____

[Intentionally Left Blank - Signatures Page to Follow]

COFH:

The City of Farmington Hills,
a Michigan municipal corporation

By: _____

Print Name: _____

Its: _____

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

Acknowledged before me on this _____ day of _____, 2021, by
_____, the _____ of The City of Farmington Hills,
a Michigan municipal corporation, on behalf of said corporation.

Print Name _____

Notary Public

_____ County, Michigan

Acting in Oakland County, Michigan

My commission expires: _____

Prepared by:
Steven J. Rypma
HONIGMAN LLP
650 Trade Centre Way, Suite 200
Kalamazoo, MI 49002-0402

When Recorded, Return To:
City Clerk
City of Farmington Hills
31555 West Eleven Mile Road
Farmington Hills, MI 48336-1165

EXHIBIT A

SOM Property

A parcel of land in part of the Southwest $\frac{1}{4}$ of Section 13, T.1 N., R. 9E., Farmington Twp, now the City of Farmington Hills, Oakland County, Michigan, more particularly described as follows:

Beginning at the South $\frac{1}{4}$ of Section 13, T. 1 N., R. 9E; Farmington Twp, now the City of Farmington Hills, Oakland County, Michigan: proceeding thence S. $88^{\circ}32'50''$ W. 2,636.48 feet, along the South line of said Section 13, to the Southwest corner of said Section 13, thence along said West line of Section 13 N. $02^{\circ}09'12''$ W. 2,630.54 feet, to the Southerly right of way line of Interstate 696, thence S. $66^{\circ}50'34''$ E. 1,487.02 feet, along said right of way line of I-696 to a point of curve thence along a curve concave to the left 1,261.05 feet, whose radius is 2,967.93 feet, and a Delta of $24^{\circ}20'40''$, thence N. $88^{\circ}48'46''$ E., 72.71 feet, thence S. $02^{\circ}10'10''$ E. 1,741.32 feet, to point of beginning. Excepting from said description all dedications and conveyances for road or highway purposes.

Also excepting a part of the Southwest $\frac{1}{4}$ of Section 13, Town 1 North, Range 9 East, City of Farmington Hills, Oakland County, Michigan, and being more particularly described as follows:

Beginning at the South $\frac{1}{4}$ of Section 13, Town 1 North, Range 9 East; thence along the south section line of said Section 13; due west 986.66 feet; thence N. $02^{\circ}14'21''$ E. 555.55 feet; thence N. $60^{\circ}22'47''$ E. 48.41 feet; thence N. $29^{\circ}36'57''$ W. 215.11 feet; thence N. $60^{\circ}06'47''$ E. 43.61 feet; thence N. $29^{\circ}53'13''$ W. 181.41 feet; thence N. $60^{\circ}06'47''$ E. 124.47 feet; thence N. $29^{\circ}53'13''$ W. 55.26 feet; thence N. $60^{\circ}06'47''$ E. 91.58 feet; thence S. $30^{\circ}00'15''$ E. 69.55 feet; thence N. $60^{\circ}01'17''$ E. 45.82 feet; thence N. $30^{\circ}02'22''$ W. 36.58 feet; thence N. $60^{\circ}19'21''$ E. 525.37 feet; thence N. $89^{\circ}17'50''$ E. 392.71 feet to the North-South $\frac{1}{4}$ line of Section 13, thence along said line S. $00^{\circ}42'10''$ E. 1360.02 feet to the point of beginning.

EXHIBIT B

COFH Property

A part of the Southwest $\frac{1}{4}$ of Section 13, Town 1 North, Range 9 East, City of Farmington Hills, Oakland County, Michigan, and being more particularly described as follows:

Beginning at the South $\frac{1}{4}$ of Section 13, Town 1 North, Range 9 East; thence along the south section line of said Section 13; due west 986.66 feet; thence N. $02^{\circ}14'21''$ E. 555.55 feet; thence N. $60^{\circ}22'47''$ E. 48.41 feet; thence N. $29^{\circ}36'57''$ W. 215.11 feet; thence N. $60^{\circ}06'47''$ E. 43.61 feet; thence N. $29^{\circ}53'13''$ W. 181.41 feet; thence N. $60^{\circ}06'47''$ E. 124.47 feet; thence N. $29^{\circ}53'13''$ W. 55.26 feet; thence N. $60^{\circ}06'47''$ E. 91.58 feet; thence S. $30^{\circ}00'15''$ E. 69.55 feet; thence N. $60^{\circ}01'17''$ E. 45.82 feet; thence N. $30^{\circ}02'22''$ W. 36.58 feet; thence N. $60^{\circ}19'21''$ E. 525.37 feet; thence N. $89^{\circ}17'50''$ E. 392.71 feet to the North-South $\frac{1}{4}$ line of Section 13, thence along said line S. $00^{\circ}42'10''$ E. 1360.02 feet to the point of beginning.

REPORT FROM THE CITY MANAGER TO CITY COUNCIL – September 27, 2021

SUBJECT: FIRST AMENDMENT TO THE FIRST AMENDED AND RESTATED CONSENT JUDGEMENT, BRODY VS FARMINGTON HILLS

ADMINISTRATIVE SUMMARY

- Jim Clarke, representing Robertson Brothers Homes has submitted a proposal to amend the consent judgment for a seven-acre property located at the southwest corner of Thirteen Mile and Inkster Roads ([location map/aerial](#)).
- The [proposed amendment](#) would modify the limits of disturbance behind two homes (units 6 & 7) in the development and extend certain obligations of the city related to the extension of the public water main to service the homes in the development.
- The City Attorney has reviewed the proposed amended consent judgement.
- Representatives from Robertson Brothers Homes will be present at the Council meeting to comment on their proposal.
- Residents within the general area have been notified of this meeting to review the requested proposal.

BACKGROUND INFORMATION

The Council entered into a Consent Judgment with Robert Brody for this 7-acre parcel of property on December 15, 2009. The judgment allowed for the construction of a 7-unit single-family residential development. This project was never constructed.

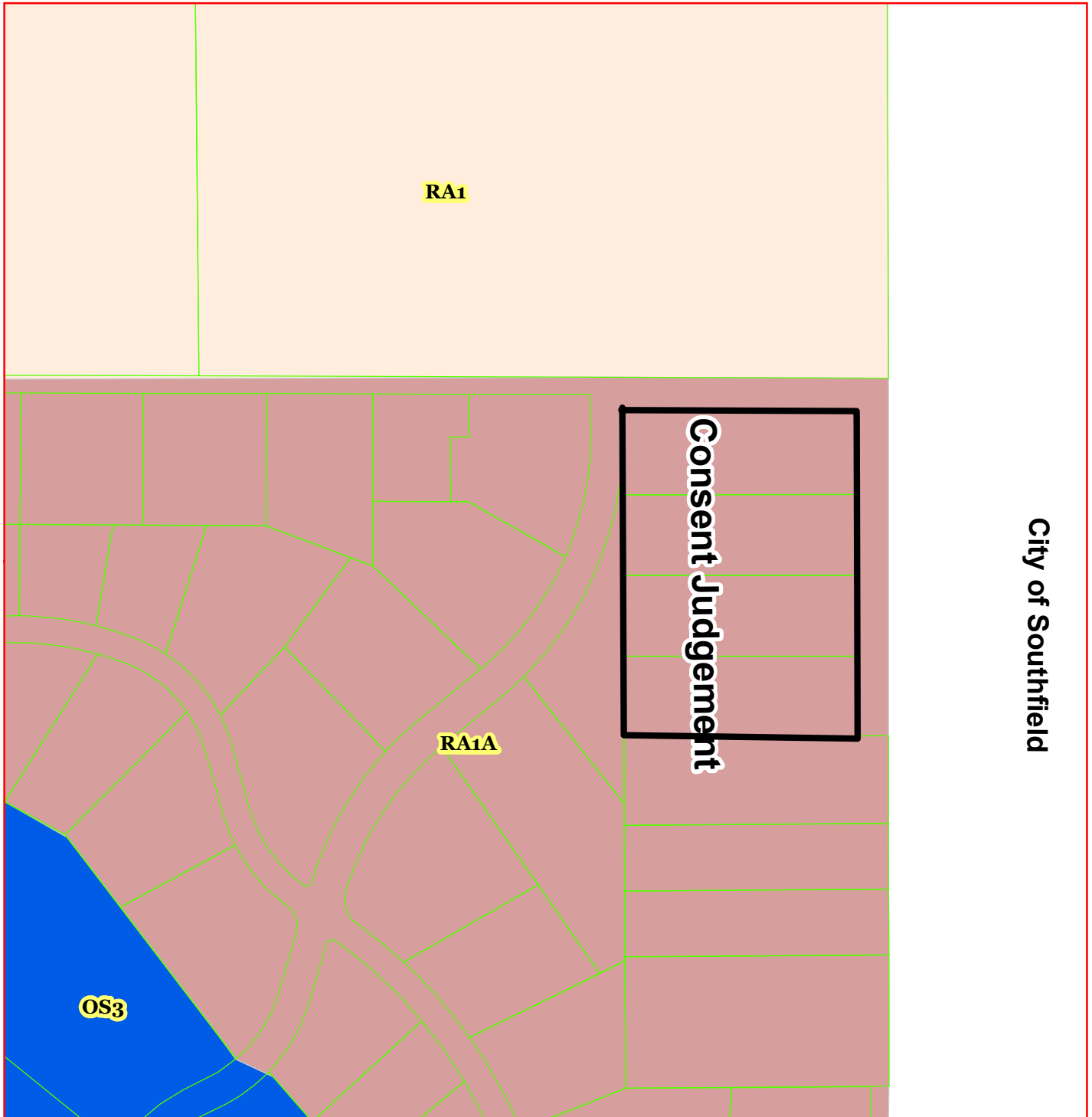
On June 26, 2017, Council ([minutes](#)) approved the First Amended and Restated Consent Judgement in the case of *Brody v City of Farmington Hills* to allow for the construction of eight (8) single-family homes in the development.

Departmental Authorization: Edward R. Gardiner, Director of Planning and Community Development
Approved by: Gary Mekjian, City Manager

Attachments

- [Location map/aerial](#)
- [Proposed amendment](#)
- [June 26, 2017, City Council meeting minutes](#)

First amendment to the first amended and restated consent judgement, Brody vs. Farmington Hills



City of Southfield

Consent Judgement

RA1

RA1A

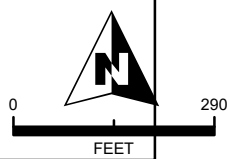
OS3

- Tax parcel
- RA-1 One Family Residential District
- RA-1A One Family Residential District
- OS-1 Office Service District
- OS-3 Special Office District



SOURCE: City of Farmington Hills, 2021
Oakland County GIS, 2021

DISCLAIMER: Although the information provided by this map is believed to be reliable, its accuracy is not warranted in any way. The City of Farmington Hills assumes no liability for any claims arising from the use of this map.



First amendment to the first amended and restated consent judgement, Brody vs. Farmington Hills



□ Tax parcel

Aerials-2020

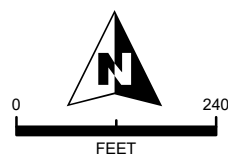
RGB

- Red: Band_1
- Green: Band_2
- Blue: Band_3



SOURCE: City of Farmington Hills, 2021
Oakland County GIS, 2021

DISCLAIMER: Although the information provided by this map is believed to be reliable, its accuracy is not warranted in any way. The City of Farmington Hills assumes no liability for any claims arising from the use of this map.



STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF OAKLAND

ROBERTSON FRANKLIN HILLS, LLC,
a Michigan limited liability company,
successor to ROBERT BRODY,

Plaintiff,

Case No 08-091704-CZ
Hon. Leo Bowman

vs.

CITY OF FARMINGTON HILLS,

Defendant.

WILLIAMS, WILLIAMS, RATTNER &
PLUNKETT, PC
C. Kim Shierk (P37694)
Attorney for Plaintiffs Robert Brody and
Robertson Franklin Hills, LLC
380 N. Old Woodward Avenue, Suite 300
Birmingham, MI 48009
ckshierk@wwrplaw.com
(248) 642-0333

ROSATI SCHULTZ JOPPICH &
AMTSBUECHLER, PC
Steven P. Joppich (P46097)
Lisa A. Anderson (P55855)
Attorney for Defendant
27555 Executive Drive, Suite 250
Farmington Hills, MI 48331-3550
sjoppich@rsjalaw.com
landerson@rsjalaw.com
(248) 489-4100

**FIRST AMENDMENT TO FIRST AMENDED AND RESTATED CONSENT
JUDGMENT**

At a session of said court held in the courthouse, City of Pontiac,
County of Oakland, State of Michigan on _____

PRESENT: _____
CIRCUIT COURT JUDGE

Upon stipulation and consent of the parties, by and through their respective attorneys, this

Court finds:

A. The Court entered a Consent Judgment on December 15, 2009 (“Original Consent Judgment”) in connection with Case No. 08-091704-CZ, recorded in Liber 41753, Page 722,

Oakland County Records, with respect to the development of 7.63 acres of vacant real property located at the southwest corner of the intersection of Thirteen Mile Road and Inkster Road in the City of Farmington Hills, Michigan (the “Property”).

B. The Original Consent Judgment established certain rights and obligations of the parties regarding the use and development of the Property and permitted the development of a seven (7) unit single-family detached site condominium project.

C. The Court entered a First Amended and Restated Consent Judgment on January 18, 2018 (“Amended Consent Judgment”), recorded in Liber 51509, Page 507, Oakland County Records, permitting the development of an eight (8) unit single-family detached site condominium project on the still vacant property.

D. Since the entry of the Original Consent Judgment in 2009, the Property has not been developed and remains vacant.

E. Plaintiff Robertson Franklin Hills, LLC (hereinafter “RFH”), successor in interest to Plaintiff Robert Brody, owns the Property and desires to proceed with the development of an eight (8) unit single-family detached condominium project as permitted under the Amended Consent Judgment. RFH has asked the City to extend certain rights and obligations that have expired under the Amended Consent Judgment and modify certain limits of disturbance approved for the development.

F. The City has agreed to amend certain provisions of the Amended Consent Judgment but only to the extent and subject to the terms and conditions set forth below.

G. Pursuant to Paragraph 4.7 of the Amended Consent Judgment, the City and RFH have discussed the proposed revisions and stipulate to the entry of this First Amendment to the

First Amended and Restated Consent Judgment (“First Amendment”), setting forth the agreed upon revisions.

NOW, THEREFORE, in accordance with the consent and stipulation of the parties,

IT IS HEREBY ORDERED AND ADJUDGED that the Amended Consent Judgment is amended as follows:

1. The one-page Limits of Disturbance for House Footprints described in Sections 1.2 and 2.2.E of the Amended Consent Judgment, and incorporated in and included as part of Exhibit B to the Amended Consent Judgment, is replaced by the Limits of Disturbance attached to this First Amendment. All references to Exhibit B in the Amended Consent Judgment shall be construed as including the Limits of Disturbance described in and attached to this First Amendment.

2. Following entry of this First Amendment, RFH shall submit revised copies of the Site Plan, Construction Drawings, Grading Plan, and Landscape and Tree Protection Plan accurately depicting the revised Limits of Disturbance for this development. RFH shall proceed through the procedures in place in the City Code to apply for and obtain approvals of the Final Site Plan, Grading Plan, and Final Engineering Plans for the development, and shall apply for and obtain Final Planning Commission approval of the revised Landscape and Tree Protection Plan (collectively, the “Final Approvals”). The review, processing, and decision on the applications for Final Approvals shall be in conformance with the City ordinances, standards, requirements, and policies, as well as the Amended Consent Judgment and this First Amendment. The revised Landscape and Tree Protection Plan shall be reviewed and approved by the Planning Commission unless the City Department of Planning and Community Development, in its sole discretion, determines that the revisions to the approved Plan are minor and may be approved

administratively. Grading and removal of trees and vegetation from the Property shall not exceed the limits of disturbance depicted on the attached Limits of Disturbance drawing, and shall conform to the City Code, the Final Approvals for this development, as well as with the Amended Consent Judgment and this First Amendment.

3. Upon approval, the amended Landscape and Tree Protection Plan shall replace and supersede the Landscape and Tree Protection Plan attached as Exhibit I to the Amended Consent Judgment, and shall be considered to satisfy the City's Tree and Vegetation Ordinances as described in Section 2.2.E of the Amended Consent Judgment. The amended Landscape and Tree Protection Plan shall identify and address all vegetation and tree removal undertaken to accommodate the revised Limits of Disturbance. RFH shall replace trees behind and to the west of units 6 and 7 in the area identified as the "tree replacement area" on the attached Limits of Disturbance in accordance with the requirements for Tree Protection, Removal, and Replacement under Section 34-5.18 of the City's Zoning Ordinance. In all other areas of the Property, tree replacement shall conform to the requirements of the Amended Consent Judgment.

4. RFH, its heirs, successors, grantees, and assigns, shall defend, indemnify, and hold harmless the City of Farmington Hills, its elected and appointed officials, officers, agents, and employees, from and against all claims, actions, suits, damages, costs (including attorney fees), and losses of any kind, including those involving or related to any third party under a third party agreement, arising out of or related to the revision of the Limits of Disturbance, removal of trees and vegetation, modification or removal of wooded buffer areas on the Property and along the boundaries of adjacent properties, and development of the property in accordance with the Amended Consent Judgment and this First Amendment.

5. Section 2.2.D(3) of the Amended Consent Judgment, Off-site Water Main Extension, is amended and replaced in its entirety as follows:

Off-site Water Main Extension.

After a written request from Plaintiffs to the City, receipt of all Final Approvals and necessary permits pursuant to the First Amended and Restated Consent Judgment, recordation of the master deed for the Development pursuant to this First Amended and Restated Consent Judgment, providing the City with a financial guarantee pursuant to section 2.2.G of the First Amended and Restated Consent Judgment for the completion within one year of the on-site water main construction under section 2.2.D(4) of the First Amended and Restated Consent Judgment, and payment to the City of a \$20,000.00 nonrefundable fee for the cost of preparing the First Amendment to the First Amended and Restated Consent Judgment and conducting City administrative reviews to accommodate the revisions required therein, the City agrees to extend a public water main to the boundary line of the Property for the future service of each home in the Development, the Costs (as that term is defined below) of which shall be paid back to the City by the benefited property owners, including both Development Benefiting Properties (as that term is defined below) and Non-Development Benefiting Properties (as that term is defined below) and as shown on the attached **Exhibit H**, as follows: (a) each of the Development Benefiting Properties shall pay to the City its Proportionate Share (as such term is defined below) of the cost of the water main extension, plus interest at the rate of seven (7%) per annum computed from the date of completion of the City's water main extension to the date of payment, at the time an application is submitted for each of the individual Development Benefiting Properties to connect to the public water system; and (b) the City shall seek payback of the Proportionate Share of each of the Non-Development Benefiting Properties pursuant to a resolution of the City and as provided under Section 33-201 of the City Code, with Plaintiffs being hereby deemed and declared to be the benefited property owner at whose expense the water main is installed based on the considerations given by Plaintiffs through compromises under the First Amended and Restated Consent Judgment. The City is hereby deemed and agreed to have the unrestricted and unconditional right to retain any and all of the funds paid to the City by any of the parcel, lot or unit owners under this section of the First Amended and Restated Consent Judgment or Section 33-201 of the City Code, and with Plaintiffs not being entitled to the receipt of any such funds notwithstanding any provision of Section 33-201 of the Code to the contrary. Each of the Development Benefiting Properties shall make application and connect to the public water system at the time of constructing a home on such property, and such connection shall be completed prior to the issuance of a certificate of occupancy. Notwithstanding anything to the contrary contained herein, the City shall be fully reimbursed for the Proportionate Share of the Costs of the off-site water main extension, plus interest as described in this section, for the eight (8) Development Benefiting Properties no later than two years from the date of completion of the extension of the public water main to the boundary line of the Property ("Water Main Completion Date"). Within two years from the Water Main Completion Date, RFH shall pay to the City the Proportionate Share of the Costs of the water main

extension, plus applicable interest, for any Development Benefiting Property that has not previously paid its Proportionate Share of said Costs to the City. RFH's obligation to pay the City for any unpaid Proportionate Share Costs for Development Benefiting Properties applies whether or not a Development Benefiting Property has been purchased or whether construction of a parcel, lot, or unit within the development has begun. The City shall apply any Proportionate Share payment made by RFH under this section to the appropriate parcel, lot, or unit at the time the City receives an application for said parcel, lot, or unit to connect to the public water system.

For purposes of this section, the following terms shall have the following meanings ascribed to them: (a) "Development Benefiting Properties" shall mean and include each of the eight (8) units within the Development; (b) "Non-Development Benefiting Properties" shall mean and include those parcels and lots not within the Development but to which the public water main extension described in this Section is made available by extending the water main across or along any portion of the lot or parcel and which is not serviced by the City's public water system at the time of the water main extension; (c) "Costs" shall mean and include all costs in any way whatsoever relating to the public water main extension project including, without limitation, the design, engineering, construction, site restoration, permitting, inspection and administration thereof, but, if the City installs a water main larger than 12", such Costs shall not include the amount of the difference in the contractor's per unit material cost between a 12" water main pipe and the upsized pipe; and (d) "Proportionate Share" means an amount equaling the total amount of the Costs divided by the sum of the number of Development Benefiting Properties plus the number of Non-Development Benefiting Properties.

In determining the Proportionate Share for the Development Benefiting and Non-Development Benefiting Properties, the Costs (as defined above) shall be capped in the amount of \$600,002.00, with the Proportionate Share for the Development Benefiting Properties and Non-Development Benefiting Properties not to exceed \$46,154.00 each. Before advertising for bids for the construction of the water main extension, the City shall prepare and provide RFH with written notice of the estimated Costs for the water main extension (determined in accordance with the definition of "Costs" described above). Within 30 days from the date of the written notice, RFH shall submit a cash deposit to the City for any portion of the estimated Costs that exceed the \$600,002.00 cap. The City shall have no obligation to advertise for bids, award a contract for the construction of the water main extension, or proceed with construction of the water main extension unless and until RFH has paid to the City the full amount of Costs estimated to exceed the \$600,002.00 cap. In accordance with the definition of "Costs" above, the \$600,002.00 cap shall be inclusive of all costs in any way whatsoever relating to the public water main extension project, including, but not limited to, the design, engineering, construction, site restoration, permitting, inspection, and administration of the public water main extension project. Upon completion of the construction of the water main extension, the City shall provide RFH with written notice of the Final Costs of the construction of the water main extension. The City shall not unreasonably or arbitrarily withhold or delay issuance of written notice of Final Costs. Within 30 days of receipt of written notice together with copies of paid receipts for all such work, RFH shall pay to the City any difference between the estimated Costs

paid by RFH and the Final Costs for the construction of the water main extension. If the Final Costs for construction of the water main are less than the estimated Costs paid by RFH, the City shall reimburse RFH the difference. Building permits shall be issued in conformity with the provisions of the First Amended and Restated Consent Judgment and its amendments, and in no event shall issue until RFH pays the City in full for all Costs that exceed the \$600,002.00 cap for the extension of the water main. Any Costs paid by RFH under this section are not subject to payback under Chapter 33, Article VII of the City Code. The cap on the Proportionate Share of the Costs for the off-site water main extension described in this section is intended to recognize that the delay in construction since entry of the Original Consent Judgment in 2009 has resulted in increased costs for the construction of the water main extension to service this project that is not the responsibility of and should not be borne by the City.

In the event the Final Approvals pursuant to the First Amended and Restated Consent Judgment, recordation of the master deed for the Development pursuant to the First Amended and Restated Consent Judgment, payment of estimated Costs exceeding the \$600,002.00 cap as described above, and providing the City with a \$20,000.00 nonrefundable fee as described above and the financial guarantee required under section 2.2.G of the First Amended and Restated Consent Judgment do not all occur on or before January 1, 2023, the City shall no longer be obligated under this section to extend a public water main to the boundary line of the Property for the future service of the homes in the Development.

6. Section 2.2.D(4) of the Amended Consent Judgment is amended to provide that any of the eight (8) units/homes within the Development that apply for a connection to the public water system on or before January 1, 2023, shall not be required to pay the Farmington Hills Water Capital Charges in the amount of \$75 per unit. All other water connection and system charges, including but not limited to tap and meter fees, shall still apply and must be paid by the eight (8) units/homes within the Development according to the City Code, resolutions of City Council, and City procedures.

7. The definition of "Plaintiffs" in Section 4.2 of the Amended Consent Judgment shall be amended to exclude "all persons and entities that acquire or otherwise obtain an ownership or other real property interest in any of the eight (8) units within the Development in the future."

8. The covenants declared in this First Amendment run with the land and all portions and divisions thereof and shall be binding upon and inure to the benefit of the parties and their

respective heirs, successors, grantees, and assigns. This First Amendment shall be recorded with the Oakland County Register of Deeds.

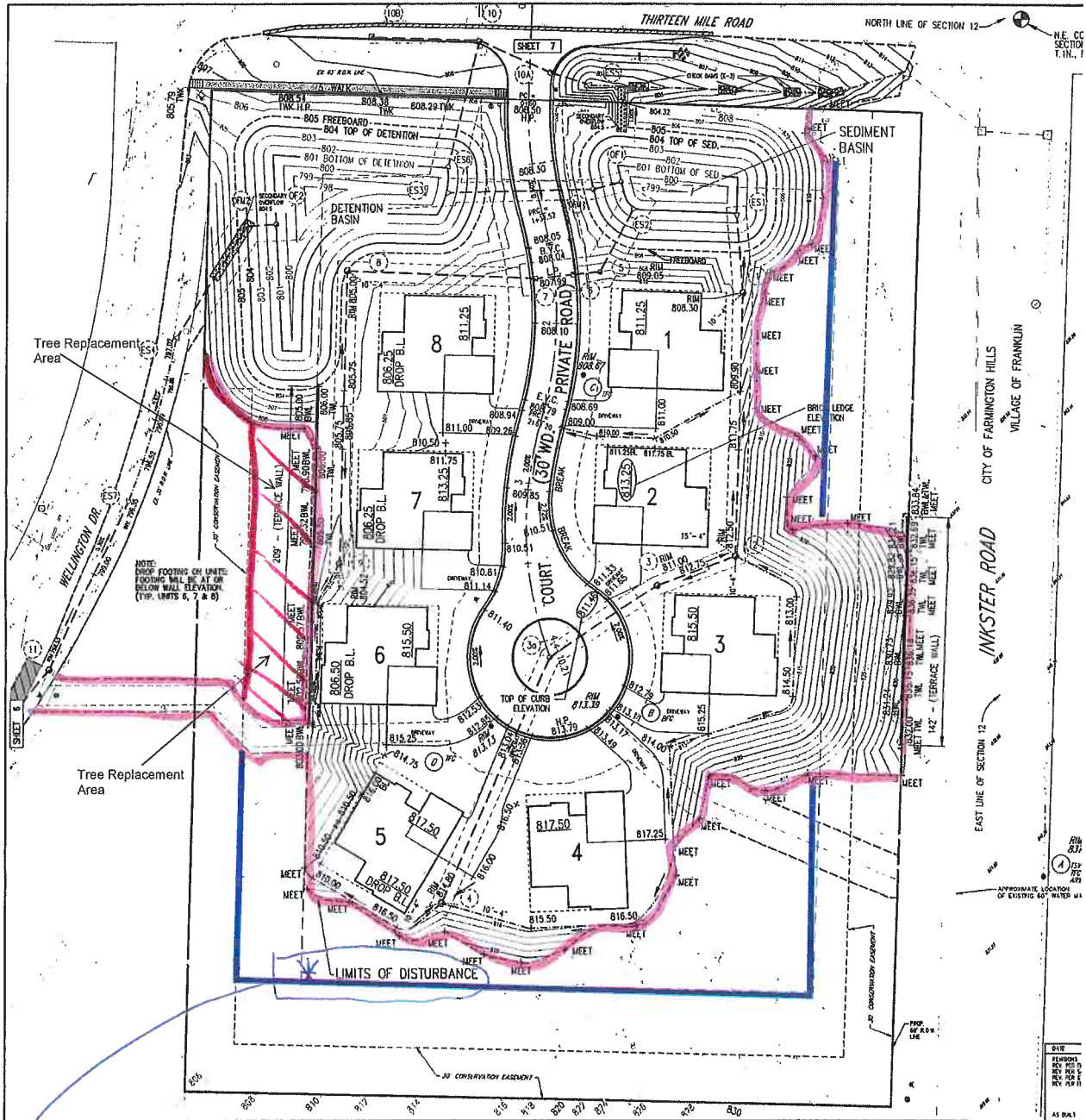
9. Except as specifically set forth in this First Amendment, all provisions of the Amended Consent Judgment dated January 18, 2018 are reaffirmed and remain in full force and effect.

This Court retains jurisdiction of this matter for the purposes of enforcement.

HON. LEO BOWMAN
CIRCUIT COURT JUDGE

[signatures follow on next page]

REVISED LIMITS OF DISTURBANCE
 (Incorporated in and included as part of Exhibit B to the First Amended and Restated Consent Judgment)



Limits of Disturbance

DATE	REVISION
01/11/01	REVISED
01/11/01	REVISED
01/11/01	REVISED
01/11/01	REVISED
01/11/01	REVISED

PLAINTIFF:

ROBERTSON FRANKLIN HILLS, LLC

By: Robertson Brothers, Co., a Michigan
corporation, Its Manager

James V. Clarke, President

DEFENDANT:

CITY OF FARMINGTON HILLS

By: Gary Mekjian, City Manager

Undersigned Counsel for the parties hereby stipulate to the entry of the above First Amendment to the Amended and Restated Consent Judgment:

WILLIAMS, WILLIAMS, RATTNER
& PLUNKETT, PC
C. Kim Shierk (P37694)
Attorney for Plaintiffs Robertson Franklin
Hills, LLC
380 N. Old Woodward Avenue, Suite 300
Birmingham, MI 48009
ckshierk@wwrplaw.com
(248) 642-0333

ROSATI SCHULTZ JOPPICH &
AMTSBUEHLER, P.C.
Steven P. Joppich (P46097)
Lisa A. Anderson (P55855)
Attorneys for Defendant
27555 Executive Drive, Suite 250
Farmington Hills, MI 48331-3550
sjoppich@rsjalaw.com
landerson@rsjalaw.com
(248) 489-4100

Upon Recording Return To:
ROSATI SCHULTZ JOPPICH & AMTSBUECHLER, PC
Lisa Anderson
27555 Executive Drive, Suite 250
Farmington Hills, MI 48331
landerson@rsjalaw.com
(248) 489-4100

MINUTES
CITY COUNCIL MEETING
CITY OF FARMINGTON HILLS
JUNE 26, 2017 – 7:30 PM
CITY HALL – COUNCIL CHAMBER

The regular meeting of the Farmington Hills City Council was called to order by Mayor Massey at 7:30 p.m.

Council Members Present: Bridges, Bruce, Knol, Lerner, Massey and Rich

Council Members Absent: Steckloff

Others Present: City Manager Boyer, City Clerk Smith, Directors Gardiner, Mondora and Schnackel, Fire Chief Unruh and City Attorney Joppich

PLEDGE OF ALLEGIANCE

Miss Oakland County and Miss Teen Oakland County led the pledge of allegiance.

APPROVAL OF AGENDA

MOTION by Lerner, support by Bridges, to approve the agenda as published.

MOTION CARRIED 6-0.

COMMISSION FOR ENERGY AND ENVIRONMENTAL SUSTAINABILITY TIP OF THE MONTH

The following Tip of the Month was read by Councilmember Bruce:

**Commission for Energy and Environmental Sustainability
Tip of the Month**

We are only a few days away from the Fourth of July; the staff at Farmington Hills would like to wish you a safe holiday.

We would like to share some tips to stay GREEN for this Red, White, and Blue weekend.

1. When serving food, try to limit the use of plastic. When you're finished recycle the plastic.
2. Buy local or organic food.
3. If you can, grill your food instead of using your oven.
4. Make your own frozen treats with juice.
5. Eat more vegetables!
6. When partaking in traditional Fourth of July festivities, please be sure to pick up after yourself. Don't leave any garbage behind and recycle when possible.

Visit sustainablefh.com for more information.

UPDATE FROM MISS OAKLAND COUNTY CONTESTANTS

CORRESPONDENCE

The following correspondence was acknowledged:

- Several Emails from residents regarding deer and roads that were forwarded to the City Manager's Office for response.

CONSIDERATION OF APPROVAL OF THE FIRST AMENDED AND RESTATED CONSENT JUDGMENT IN THE MATTER OF BRODY V CITY OF FARMINGTON HILLS. CMR 6-17-61

Director of Planning and Community Development Ed Gardiner stated that the consent judgment before Council pertains to property located at the southwest corner of 13 Mile and Inkster Roads and involves a 7 acre vacant parcel. He noted that in 2009, Mr. Robert Brody entered into a consent judgment to develop property as a 7-unit single-family subdivision and that was at the height of recession and the development never transpired. Since that time, Jim Clarke of Robertson Brothers Homes entered into negotiations with Mr. Brody to develop the property and the proposal was previously discussed with City Council at a study session meeting. City Council suggested that Mr. Clarke meet with the neighbors regarding his plan, which he has done. Mr. Clarke has since presented the City with two conceptual plans both proposing 8 units as a one-family, detached cluster development that would preserve some of the outside buffer areas to provide a better transition to the existing neighborhood and Inkster Road. Mr. Gardiner noted that one plan shows the entrance off of Wellington Drive and the other has the entrance off of 13 Mile Road. He noted that there were a few other minor items negotiated with the city and included as part of the consent judgment.

Jim Clarke, Robertson Brothers Homes, stated that he was approached by Mr. Brody to purchase the property and they came to an agreement on a development, but some of the items they wanted were not part of the current consent judgment and required modification such as the detached cluster development and providing for more open space. He stated that there is support from the existing neighbors on the proposed development, but they will need some direction from City Council on which plan is preferred.

Mr. Clarke requested that the consent judgment is further amended to change the minimum size of the homes to 2,400 square feet rather than 1,600 square feet.

Councilmember Lerner asked Mr. Clarke his preference in plans. Mr. Clarke responded that he would prefer the plan that City Council could approve as he would really like to move forward with developing this site.

Attorney Joppich clarified that if the adjustment in minimum square footage was acceptable to City Council, this would need to be included as part of any motion of approval.

Mayor Massey acknowledged a letter from the Woodcreek Civic Association and stated that he has requests from several residents who also wish to speak on this matter.

The following residents spoke in favor of the proposed development but strongly opposed the entrance off of Wellington and preferred the entrance off of 13 Mile Road:

Hank Murawski, President of Woodcreek Civic Association, Village Lane
Linda Gilyard, Wellington
Etta and Michael Menlo, Old Colony
Cheryl and Juan Jeffries, Wellington
Terri Hilson, Wellington
Robert Armstrong, Old Colony
Daniel Minkus, Old Colony

Reasons cited by the residents for preferring the 13 Mile entrance included traffic and safety concerns and the fact that the new subdivision would operate independently from the Woodcreek Subdivision.

David Nelson, Wellington, stated that he was the resident that provided an easement on Wellington to this property as he recognized the danger of exiting onto 13 Mile Road and his concern was that of safety. He granted the easement as he feels the proposed development was a good use of the property and has confidence in Robertson Brothers Homes.

Mayor Massey inquired if a traffic study had been done and which plan would be best as far as traffic. Director Gardiner stated that a traffic study was not done as part of the development but anytime there are additional curb cuts, there is some concern and that is why staff asked for alternative plans.

Councilmember Bridges stated that he is inclined to support the plan showing the entrance off of 13 Mile Road due to safety concerns expressed by the Woodcreek residents and to not further impact those residents.

Councilmember Rich inquired if there was a sidewalk at the 13 Mile Road entrance between Wellington and Inkster.

Director Gardiner confirmed this was included as part of the consent judgment.

Councilmember Rich stated that she appreciated hearing from so many neighbors to help Council make their decision.

Councilmember Knol stated she is leaning towards the plan showing the entrance off of 13 Mile Road as she agrees that this will be an independent enclave of homes. She is a little concerned with an additional

curb cut on 13 Mile Road, but feels it is manageable. She added that the residents and developer have been working together on this for a long time and the residents overwhelmingly prefer the 13 Mile Road entrance.

Councilmember Lerner suggested the Association look into the City's SafeT3 Program to address the concerns that exist today with regard to speeding, poor site lines, etc. Mr. Lerner stated that he does not like the additional curb cut on 13 Mile Road, but will support that plan as Mr. Clarke has worked with the residents on this development and wants to move forward.

MOTION by Bridges, support by Rich, that the City Council of Farmington Hills hereby approves and authorizes that City Manager and City Attorney to sign the First Amended and Restated Consent Judgment in the case of *Brody v City of Farmington Hills*, Oakland County Circuit Court Case No. 08-091704-CZ, approving development of the property with the entrance located off 13 Mile Road and to amend the consent judgment as presented to reflect that the minimum size of the homes/units shall be 2,400 square feet; and approves and authorizes the City Manager, City Clerk and City Attorney to sign the First Amendment to Pressure Sanitary Sewer Service Agreement among the Village of Franklin, City of Farmington Hills, Robert Brody and Robertson Franklin Hills, LLC.

MOTION CARRIED 6-0.

REPORT FROM THE CITY MANAGER TO CITY COUNCIL
September 27, 2021

SUBJECT: AWARD OF PROPOSAL FOR 100' MID-MOUNT AERIAL PLATFORM FIRE TRUCK

ADMINISTRATIVE SUMMARY

- Requests for Proposal were advertised, available on the MITN e-procurement site, and publicly opened on Tuesday, July 25, 2017, for a 100' Mid-Mount Aerial Platform Fire Truck. Notification was sent to over one-hundred (100) firms with two (2) companies responding (Apollo Fire representing Sutphen Fire & Emergency Vehicles Plus representing Rosenbauer America. In September of 2017, City Council awarded & Emergency Vehicles Plus representing Rosenbauer America for said truck.
- Mid-mount aerial trucks are utilized by the Fire Department for large scale incidents. Additionally, aerial trucks are required by the Insurance Safety Office (ISO) for protection of a City our size.
- The current market for these types of vehicles is very challenging. Delays in production and parts shortages are very common and service & support (after delivery) can be an issue due to staff availability & training. As it is vital to keep emergency vehicles running, it is important to work with companies that offer top-notch delivery, service and support. Emergency Vehicles Plus representing Rosenbauer America is such a company and has formerly offered to extend the pricing, terms, and conditions from the 2017 bid. The proposed new vehicle will be identical to the one purchased in 2017 (and delivered in 2018) minus the platform which will be replaced with a ladder section that will provide longer reach.
- City staff from Fire & Central Services evaluated the bid extension offer and have determined it is a qualified, competitive offer and are recommending the City of Farmington Hills accept it. Emergency Vehicles Plus representing Rosenbauer America was the lowest most qualified bidder from the previous bid, their rate structure remains competitive, their knowledge of current NFPA, OSHA & MiOSHA standards is extensive, the apparatus proposed meets all required specifications, their commitment to customer service is demonstrated by the many glowing references from many local Fire Departments (including our own) and accepting this offer of an identical truck will remove time in the engineering and design process expediting delivery to May of 2022 (a five-month time savings).
- The recommended proposal provides a two (2) year bumper to bumper warranty, with additional ten (10) year warranties on the cab structure & paint and a lifetime frame rail warranty.
- Staff is recommending the City accept the voluntary alternate pricing option, offered by Emergency Vehicles Plus/Rosenbauer to issue a deposit of 50%. This option will bring the subject truck and related equipment in-line with the budget. Staff considers this as a viable option due to past performance history and acceptance of all required bonds. Funding for this purchase is available in the 2021/22 Capital Improvement Fund.

RECOMMENDATION

In view of the above, it is recommended that City Council authorize the City Manager to issue a purchase order to Emergency Vehicles Plus representing Rosenbauer America, for a 100' Mid-Mount Aerial Fire Truck, in the amount of \$984,378.00.

Prepared by: Jason Olszewski, Deputy Fire Chief
Reviewed by: Kelly Monico, Director of Central Services
Reviewed by: Jon Unruh, Fire Chief
Approved by: Gary Mekjian, City Manager

REPORT FROM THE CITY MANAGER TO CITY COUNCIL
September 27, 2021

SUBJECT: PURCHASE OF KITCHEN EQUIPMENT FOR SENIOR NUTRITION CENTER

ADMINISTRATIVE SUMMARY

- Sealed bids were solicited, posted on the MITN e-procurement system, opened, and read aloud on September 17, 2021, for kitchen equipment for the Costick Nutrition Center. Bid notification was sent to over forty (40) vendors with four (4) responding.
- The Farmington Hills Nutrition Services serves residents 50 years of age and over by providing programs and services designed to foster independent and healthy lifestyles. Currently the City is providing thousands of meals to Seniors through the home delivered “Meals on Wheels” program as well as carry-out meals provided out of the Conway Café located in the Costick Center.
- Currently, the range convection steamer and convection oven have reached their end of useful life. The two-door reach in- freezer will be an addition to the kitchen as the capacity of the current freezer is constantly filled due to the number of meals being prepared and served daily. Staff is recommending the lowest qualified bidder for the purchase of one (1) two-door reach in- freezer for \$4,344.10 and one (1) range convection steamer for \$16,247.47 to Douglas Equipment. In addition, the purchase of one (1) convection oven for \$8,116.25 to Pueblo Hotel Supply.
- The total purchase including shipping is \$28,708.09. Funding for this purchase is from Federal CARES Funding Payment Distribution through the Area Agency on Aging 1-B.

RECOMMENDATION

In view of the above, it is recommended the City Council authorize the City Manager to issue a purchase order for Kitchen Equipment for Senior Nutrition Center to Douglas Equipment in the amount of \$20,591.57 and to Pueblo Hotel Supply in the amount of \$17,177.50.

Prepared By: Michelle Aranowski, Senior Buyer
Reviewed By: Kelly Monico, Director of Central Services
Reviewed By: Brian Moran, Deputy Director of Special Services
Reviewed By: Ellen Schnackel, Director of Special Services
Authorized by: Gary Mekjian, City Manager

**City of Farmington Hills
Bid Tabulation**

Recommend for Award

Bid # itb-fh-21-22-2298

Kitchen Equipment for Senior Nutrition Center

Vendor Name	AVE Solutions - Southfield, MI	Douglas Equipment Bluefield, WV	Holzberg Communications - Totowa, NJ	Pueblo Hotel Supply - Pueblo, CO
NLF49-S AdvantEDGE™ Two Door Reach-in Freezer	\$5,685.00 as specified	\$4,344.10 as specified	\$5,010.00 as specified	No-Bid
Blodgett Convection Oven – Natural Gas #ZEPH-100-G-DBL	\$12,680.00 as specified	\$10,510.21 as specified	\$8,311.00 as specified	\$8,116.52 as specified
Cleveland Range Convection Steamer #24CGA6.2S	\$24,900.00 as specified	\$16,247.47 as specified	\$17,065.00 as specified	\$17,161.00 as specified
Total	\$43,265.00	\$31,101.78	\$30,386.00	\$25,277.52

Bid Notification was sent to 40+ vendors. Zero (0) "No-Bids" were received.

REPORT FROM THE CITY MANAGER TO CITY COUNCIL
September 27, 2021

SUBJECT: EXTENSION OF BID AWARD FOR CONCRETE REPAIR & REPLACEMENT AT THE HAWK PICKLEBALL COURTS

ADMINISTRATIVE SUMMARY

- Concrete walk replacement is required near The Hawk pickleball courts to improve ADA accessibility.
- On April 22, 2019, City Council awarded Merlo Construction Company a multi-year bid for Sidewalk Replacement. The original sealed bids were advertised, available on the MITN e-procurement website and publicly opened. Notification was sent to over two hundred (200) vendors with multiple responding.
- Merlo Construction Company has formerly offered to extend unit pricing from the agreement to cover all pay items, allowing the City to move forward with the project immediately.
- City staff evaluated the market including the option to bid this project out separately and has determined that extending the bid award offers the best value for the City. The pricing remains extremely competitive, the contractor workload is extremely high currently driving prices up and the City has been very satisfied with the work by Merlo Construction Company.
- Funding is provided in the FY 2021-22 Capital Fund - Barrier Free (ADA) Improvements.

RECOMMENDATION

In view of the above, it is recommended that City Council waive the formal bid requirements and authorize the City Manager to issue a purchase order to Merlo Construction Company to complete a concrete walkway improving ADA accessibility at The Hawk Community Center in the amount of \$18,935.00 in accordance with all terms and conditions set forth in the 2019 bid for Sidewalk Replacement.

Prepared by: Kelly Monico, Director of Central Services

Reviewed by: Ellen Schnackel, Director of Special Services

Reviewed by: Karen Mondora, Director of Public Services

Approved by: Gary Mekjian, City Manager



4964 Technical Drive
 Milford, MI 48381
 p: 248.714.5486
 f : 248.714.5249
 www.merlomi.com

To: City Of Farmington Hills	Contact: Timothy Waker
Address: 31555 W Eleven Mile Rd Farmington Hills, MI 48336	Phone:
	Fax:
Project Name: Hawk ADA Ramp	Bid Number: 21-239KF
Project Location: Hawk Community Center, Farmington Hills, MI	Bid Date: 9/15/2021

Item Description	Estimated Quantity	Unit
Mobilization	1.00	LS
Remove Existing Chain Link Fence As Needed	1.00	LS
Cut To Haul	20.00	CY
Place 6" 21AA Crushed Concrete Aggregate Base	20.00	TON
6" Nonreinforced Concrete Sidewalk ADA Ramp (NOT TO EXCEED 5% SLOPE)	550.00	SF
Restoration (Mulch Blakets & Seed)	1.00	LS

Total Bid Price: \$18,935.00

Notes:

- **Standard Exclusions:**
 Prevailing Wages, Testing, Engineering, Layout, Permits/Fees, Bonds and Dues, Special Insurance, As-Builts, Dewatering, Winter Conditions, and Any Work Not Listed on Our Proposal.
- **By Others:**
 Shoring and Re-Shoring of Elevated Decks, Joint Sealant, Densifiers, Sealers, Epoxy Coating, Staining, Hardeners, Wet Curing, Chairs or Bricks for WWF Support, Light Weight Concrete, Housekeeping Pads, Cabinet or Locker Bases, Termite Control, Collars at Sewer Structures, Foundations, Curb and Gutter and Restoration
- **By Others:**
 Dewatering, Subgrade Undercutting, Removal of Hidden Obstructions, Handling Contaminated Materials, Handling of Other Trades' Spoils, Landscape Restoration, Seeding, Sod, Mulch, Hand Raking of Topsoil, Aggregate Base Under Asphalt or Curb and Gutter, Foundation Excavation and Backfill, Tipping or Dump Fees, Phone, Gas or Utility Work, Importing Fill or Topsoil, Screening Topsoil, and Damage to Any Utility Not Part of the MISS DIG System
- **By Others:**
 Pumping of Concrete, Additional Trench Width or Depth Due to Poor Soils, Hauling Spoils Offsite, Foundation Backfill, Providing Anchor Bolts or Base Plates, Sign Foundations, Light Pole Bases, and Damage to Any Utility Not Part of the MISS DIG System
- **By Others:**
 Pavement Restoration, Sidewalk or Curb Removal and Replacement, Cleaning of Existing Utilities, Adjusting Existing Utility Structures, Pump Station, Water Well, Water Main Elevation Changes, and Damage to Any Utility Not Part of the MISS DIG System
- This proposal is valid for a period of thirty (30) days. Payment terms are Net 30 from date of invoice.
- **No new fencing included**
- **No handrail included**
- **Restoration & Landscaping not included**
- **Testing, layout, surveying, winter conditions not included**
- **Not responsible for damages to any sprinkler lines**

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

Merlo Construction Company, Inc.

Authorized Signature: _____

Estimator: Kyle Finnerty
kylef@merlomi.com

REPORT FROM THE CITY MANAGER TO CITY COUNCIL
September 27, 2021

SUBJECT: PURCHASE OF HOT & COLD SERVING STATIONS FOR FARMINGTON HILLS SENIOR NUTRITION PROGRAMS

ADMINISTRATIVE SUMMARY

- Sealed bids were advertised, publicly opened and read aloud by the Texas Region 4 Education & Service Center in cooperation with Omnia Partners/National IPA for Foodservice Equipment. The awarded contract with Commercial Kitchen Equipment & Supplies Company is offered to the City as a national cooperative bid. Participating in a cooperative purchase provides cost saving for the City due to the buying power of a national cooperative.
- The Farmington Hills Senior Services Division serves residents 50 years of age and over by providing programs and services designed to foster independent and healthy lifestyles. Currently the City is providing thousands of meals to Seniors through the home delivered “Meals on Wheels” program as well as Carry-out meals provided out of the Conway Café located in the Costick Center.
- Current Hot & Cold tables are not capable to meet the capacity for the amount of food being prepared and served daily. Staff is recommending the purchase of two (2) each cold counter serving stations at \$5,005 each plus shipping and one each hot food serving stations at \$6,667 plus shipping.
- The total purchase including shipping is \$17,177.50. Funding for this purchase is from Federal CARES Funding Payment Distribution through the Area Agency on Ageing 1-B.

RECOMMENDATION

In view of the above, it is recommended the City Council authorize the City Manager to issue a purchase order for Hot & Cold Serving Stations to Commercial Kitchen Equipment & Supplies Company in the amount of \$17,177.50.

Prepared By: Kelly Monico, Director of Central Services
Reviewed By: Brian Moran, Deputy Director of Special Services
Reviewed By: Ellen Schnackel, Director of Special Services
Authorized by: Gary Mekjian, City Manager

MINUTES
CITY OF FARMINGTON HILLS
CITY COUNCIL STUDY SESSION MEETING
COMMUNITY ROOM
SEPTEMBER 13, 2021 – 6:00PM

The study session meeting of the Farmington Hills City Council was called to order by Mayor Barnett at 6:00pm.

Council Members Present: Barnett, Boleware, Bridges, Knol, Massey, Newlin and Strickfaden

Council Members Absent: None

Others Present: City Manager Mekjian, City Clerk Smith, Assistant City Manager Valentine, Directors Monico and Randle and City Attorney Joppich

PRESENTATION BY DIVERSITY, EQUITY AND INCLUSION CONSULTANT DARLENE KING

Darlene King, Consultant with Life’s Journey, explained that the process to establish Diversity, Equity and Inclusion, develop a strategy and then see that through to execution is a 3-to-5-year journey and will not happen overnight. She presented a power point explaining what Diversity, Equity and Inclusion was and why it was important to organizations. She discussed various components of DEI and the evolution of understanding and acceptance. She also provided a timeline for the city to go through this journey from establishing guidelines to execution of an approved plan. Ms. King recommended based on best practices that the leadership for such a journey is an internal employee.

It was mentioned that Ms. King would be meeting with the city department heads as leaders of the organization regularly to begin the process.

Several members of Council expressed that they had not wanted to wait several years to hire a director but now have a better understanding of the need for a comprehensive approach. They also agreed with the recommendation to hire an internal person as Director.

ESTABLISHING AN INNOVATION, ENERGY AND ENVIRONMENTAL SUSTAINABILITY COMMITTEE

It was determined that Council would bring back this item to a future study session due to time constraints and fact that the next item was on the regular session agenda as well as the study session and required discussion.

RESOLUTION FOR TEMPORARY OUTDOOR SALES EVENT LICENSE AUTHORIZATION AND REQUIREMENTS DURING THE COVID-19 PANDEMIC

Attorney Joppich explained that due to the continued concerns with the pandemic and delta variant, it was suggested that the city consider a resolution to continue the temporary outdoor sales event licensing allowing restaurants to maintain their outdoor seating while people are still uneasy about dining indoors.

After discussion, suggestions were made to eliminate the words “and deadly” from the 6th “whereas” paragraph and to extend the licensing through December 31, 2021.

A suggestion was made for a study session to further discuss allowing permanent outdoor seating for restaurants.

It was noted that this resolution was on the regular session agenda for consideration.

ADJOURNMENT

The study session meeting adjourned at 7:25pm.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'P. Smith', written in a cursive style.

Pamela B. Smith, City Clerk

MINUTES
CITY OF FARMINGTON HILLS
CITY COUNCIL MEETING
SEPTEMBER 13, 2021 – 7:30 PM

The regular session meeting of the Farmington Hills City Council was called to order by Mayor Barnett at 7:35pm.

Council Members Present: Barnett, Boleware, Bridges, Knol, Massey, Newlin and Strickfaden

Council Members Absent: None

Others Present: City Manager Mekjian, City Clerk Smith, Assistant City Manager Valentine, Directors Monico and Schnackel and City Attorney Joppich

PLEDGE OF ALLEGIANCE

Alex Hamilton, Warner Middle School Student, led the pledge of allegiance.

APPROVAL OF REGULAR SESSION MEETING AGENDA

MOTION by Massey, support by Strickfaden, to approve the agenda as amended with removing Item #5 under the Consent Agenda for discussion.

MOTION CARRIED 7-0.

PROCLAMATION RECOGNIZING ALEX HAMILTON FOR HIS VIDEO HIGHLIGHTIN LIFE IN FARMINGTON HILLS:

The following Proclamation was read by Council Member Strickfaden and accepted by Alex Hamilton:

PROCLAMATION

Alex Hamilton

Amateur Videographer and Budding Cinematographer

WHEREAS, Farmington Hills resident Alex Hamilton created a spectacular video highlighting the high quality of life here in the City of Farmington Hills; and

WHEREAS, Alex is officially being recognized for his resourcefulness, imagination, videography talent, and film editing skills; and

WHEREAS, Alex Hamilton is currently 14 years old and an eighth grader at Warner Middle School; and

WHEREAS, Alex is a member of his school's cross-country team and track team, and is a member of the Farmington Soccer Club travel team; and

WHEREAS, he is active in Youth United and has participated in community service projects at CARES and is a member of the Mission Committee at the

Orchard United Methodist Church where he gives back to this community and makes our world a better place.

NOW, THEREFORE, BE IT RESOLVED that I, Vicki Barnett, Mayor of the City of Farmington Hills, on behalf of the City Council, do hereby recognize **Alex Hamilton** for taking the initiative to create a video about the City of Farmington Hills and share it with City officials who were impressed with his abilities and appreciated his time and effort spent on behalf of showcasing our community.

CORRESPONDENCE

City Council acknowledged several emails regarding road projects and/or traffic issues that were passed on to the appropriate staff.

CONSENT AGENDA

MOTION by Bridges, support by Newlin, to approve consent agenda items #6-#10 as read.

Roll Call Vote:

Yeas: BARNETT, BOLEWARE, BRIDGES, KNOL, MASSEY, NEWLIN AND STRICKFADEN
Nays: NONE
Absent: NONE
Abstentions: NONE

MOTION CARRIED 7-0

MOTION by Massey, support by Strickfaden, to approve items #11 and #12 as read.

Roll Call Vote:

Yeas: BARNETT, BOLEWARE, KNOL, MASSEY, NEWLIN AND STRICKFADEN
Nays: NONE
Absent: NONE
Abstentions: BRIDGES

MOTION CARRIED 6-0-0-1

CONSENT AGENDA ITEMS FOR DISCUSSION

RECOMMENDED ADOPTION OF A RESOLUTION REGARDING TEMPORARY OUTDOOR SALES EVENT LICENSE AUTHORIZATION AND REQUIREMENTS DURING THE COVID-19 PANDEMIC

Attorney Joppich explained that this resolution was discussed at the study session earlier this evening and it would extend the temporary outdoor sales event licensing authorization and requirements due to the pandemic and delta variant. He noted that at the study session the following amendments were suggested: to remove some language in one paragraph and to extend the temporary licensing to December 31, 2021.

MOTION by Massey, support by Bridges, that the City Council of Farmington Hills hereby approves the resolution with the following changes:

Removing the words “and deadly from the 6th “Whereas” paragraph and extending the deadline to December 31, 2021.

MOTION CARRIED 7-0

STATE OF MICHIGAN
COUNTY OF OAKLAND
CITY OF FARMINGTON HILLS

RESOLUTION NO. R-166-21

**RESOLUTION REGARDING TEMPORARY OUTDOOR SALES EVENT LICENSE
AUTHORIZATION AND REQUIREMENTS DURING THE COVID-19 PANDEMIC**

At a regular meeting of the City Council of the City of Farmington Hills, County of Oakland, State of Michigan, attended remotely and held electronically from the City Council Chambers on September 13, 2021, at 7:30 o'clock p.m., with those present and absent being:

PRESENT: BARNETT, BOLEWARE, BRIDGES, KNOL, MASSEY, NEWLIN AND
STRICKFADEN

ABSENT: NONE

The following preamble and resolution were offered by Councilperson Massey and supported by Councilperson Bridges:

WHEREAS, throughout 2020, the State of Michigan and the City of Farmington Hills has issued various emergency declarations, resolutions, orders, and rules relating to the Coronavirus pandemic, some of which included temporary restrictions on the use of places of public accommodation in the City; and

WHEREAS, at one point in time during 2020, the state relaxed its restrictions and allowed places of public accommodation, such as bars and restaurants, to partially re-open, at which time the City adopted Resolution R-108-20, dated June 8, 2020, temporarily authorizing the extension of certain permitted uses into outdoor spaces not otherwise allowed to be used for such businesses, because of — and only because of — the occupancy limitations and social distancing requirements necessary to respond to the COVID-19 pandemic; and

WHEREAS, in November, 2020, the State of Michigan experienced a high and rapidly increasing rate of spread of COVID-19, and the Michigan Department of Health and Human Services (“MDHH”) issued an order that implemented state restrictions that resulted in restaurant and bar businesses in the City to again either close their business or be open only for limited outdoor service and carry-out service and also affected the operations of other businesses in the City; and

WHEREAS, on January 22, 2021, the Director of the Michigan Department of Health and Human Services issued an order that relaxed the restrictions on food service establishments again permitting the gradual and partial reopening of food service establishments within the City subject to limitations on occupancy, requirements for social distancing, and other restrictions; and

WHEREAS, based on the above developments since the adoption of Resolution R-108-20 and the reasons and explanations provided in said Resolution, the City Council adopted Resolution R-17-21, which renewed and re-adopted the temporary authorizations provided under Resolution R-108-20 for the extension of certain permitted uses into outdoor spaces not otherwise allowed to be used, because of — and only because of — the occupancy limitations and social distancing requirements necessary to respond to the COVID-19 pandemic, and for no other purpose or duration; and

WHEREAS, subsequent to R-17-21, vaccinations for COVID-19 were deployed and have been distributed and administered across the country, including Michigan and Farmington Hills, but a new and more contagious ~~and deadly~~ variant of the COVID-19 virus has since spread across the country causing extreme public health concerns especially among the unvaccinated, the elderly, persons at increased risk of severe illness from COVID-19 due to health conditions, and population under 12 years of age who cannot be vaccinated;

WHEREAS, based on the above developments since the adoption of Resolution R-17-21 and recognizing that the temporary authorizations provided under that Resolution have expired, and also recognizing that the CDC and MDCH have issued guidelines calling for restaurants and other indoor establishments open to the public to provide for masks, social distancing and other spacing protections, and further recognizing that restaurants may be concerned and want to cater to customers who are either not vaccinated or who would not patronize an establishment with indoor-only service due to health concerns, the City Council wishes to renew and re-adopt the temporary authorizations provided under Resolution R-17-21 for the extension of certain permitted uses into outdoor spaces not otherwise allowed to be used, because of — and only because of — the occupancy limitations and social distancing requirements necessary to respond to the COVID-19 pandemic, the above considerations, and for no other purpose.

NOW THEREFORE, IT IS HEREBY RESOLVED that City Council renews, restates, and re-adopts paragraphs 1-8 of its Resolution R-108-20 herein by this reference and as if fully set forth herein, except it shall not apply to barber shops and beauty salons and except for subparagraphs 4.b.ii and 4.d and paragraph 5 which are amended and restated to read as follows:

4.b.ii. Compliance with any and all Center for Disease Control (CDC) and Michigan Department of Community Health (MDCH) COVID-19 guidelines and recommendations for social distancing, party size limitations, spacing, and masking in bars/restaurants and retail businesses (this requirement applies regardless of the fact that the CDC and MDCH recommendations and guidelines are not legally mandated).

4.d. A license approved under this Resolution shall expire and the permitted temporary outdoor business uses shall immediately cease and be discontinued on the same date that the authorizations set forth in this Resolution are no longer effective or are revoked (see paragraph 5).

5. The authorizations set forth in this Resolution shall remain effective until the earlier of the following: (a) ~~October~~ December 31, 2021; (b) the City adopts an ordinance or ordinances relating to the subject matter of this Resolution; or (c) the City Council revokes or amends this Resolution.

AYES: BARNETT, BOLEWARE, BRIDGES, KNOL, MASSEY, NEWLIN AND STRICKFADEN

NAYES: NONE

ABSENT: NONE

ABSTENTIONS: NONE

RESOLUTION DECLARED ADOPTED.

PUBLIC QUESTIONS AND COMMENTS

Dia Mason, Staff Attorney with Fair Housing Center of Metropolitan Detroit, explained that for over 40 years the Fair Housing Center has served communities including Farmington Hills to assist residents with fair housing complaints and resolution and answer questions of the city and residents on all matters concerning fair housing. All services are provided free of charge and various pamphlets are being provided this evening to the city to have available for residents.

Suzanne Zimmerman, resident, requested all citizens to please spade or neuter their cats and dogs.

COUNCIL MEMBERS COMMENTS AND ANNOUNCEMENTS

The following council member comments and announcements were made:

- The City Clerk has received over 9,500 requests for absentee ballots that are currently being processed and will be mailed out on September 23, 2021.
- Recognition of the 911 ceremony hosted by the Groves Walker Post 346 and thanking Command Post Commander for his service.
- Condolences to Councilmember Bridged on the passing of his mother. Councilmember Bridges thanked everyone for their condolences.

CITY MANAGER UPDATE

City Manager Mekjian provided the following update:

- The Battle of the Badges Blood Drive is scheduled for September 15, 2021 from 8am-8pm at the Costick Activities Center
- DTE is hosting two open houses to discuss power outages with residents – they are scheduled for September 22, 2021 at the north pavilion at Heritage Park and September 29, 2021 at Riley Skate Park; both from 5pm – 7:30pm.
- An educational public meeting with the Michigan DNR is scheduled for September 21, 2021 at the Hawk Community Center from 6:30pm-8:30pm to discuss urban deer management.
- The City-Wide Open House is scheduled for October 3, 2021 from Noon – 3pm.

UNFINISHED BUSINESS:

CONSIDERATION OF POSTPONING PLANNED UNIT DEVELOPMENT 2, 2021 (SARAH FISHER HOME) TO THE SEPTEMBER 27, 2021 CITY COUNCIL MEETING (PREVIOUSLY POSTPONED TO NO LATER THAN SEPTEMBER 9, 2021)

Mayor Barnett explained that this item was previously postponed to no later than September 13, 2021; however, the proponent has asked for another postponement to the September 27, 2021 Council meeting.

Councilmember Knol suggested postponing to a date in October so they could come back any time prior to that date and Council would not have to postpone again if they were not ready on the September 27th.

MOTION by Knol, support by Bridges, that the City Council of Farmington Hills hereby postpones the consideration of approval of Planned Unit Development 2, 2021 located at 27400 Twelve Mile Road to on or before the October 25, 2021 City Council meeting.

MOTION CARRIED 7-0.

NEW BUSINESS

CONSIDERATION OF APPROVAL OF APPOINTMENTS TO THE COMMITTEE TO INCREASE VOTER PARTICIPATION

MOTION by Bridges, support by Boleware, that the City Council of Farmington Hills hereby confirms the Mayor's recommendation of the appointment of Marc Thomas to the Committee to Increase Voter Participation with a term ending February 1, 2023.

MOTION CARRIED 7-0.

CONSENT AGENDA

RECOMMENDED ADOPTION OF THE STATE DISASTER CONTINGENCY FUND GRANT RESOLUTION. CMR 9-21-85

**STATE DISASTER CONTINGENCY FUND GRANT
RESOLUTION**

BE IT RESOLVED BY The City Council (1) OF The City of Farmington Hills (2).

WHEREAS, The City of Farmington Hills (2), Michigan, is a political subdivision within the State of Michigan with an official Emergency Operations plan in compliance with Section 19 of the Emergency Management Act, Act 390, Public Acts of 1976, as amended.

WHEREAS, The City of Farmington Hills (2), sustained severe losses of major proportions brought on by the severe thunderstorm cells and successive rains (3) resulting in the following conditions: Catastrophic damage to tree's destroyed the electrical and fiber optic grid to approximately 65% of the city while rendering much of the City right of way impassable. The successive heavy rains caused widespread flooding which washed out or damaged many roads and culverts. City facilities also sustained flooding and water damage. (4)

WHEREAS, The City Council (1) certifies that the City of Farmington Hills (5) Emergency Operations Plan was implemented at the onset of the disaster at 16:42 on July 7, 2021 (6) and all applicable disaster relief forces identified therein were exhausted. The Department of Public Works requested

WHEREAS, as a direct result of the disaster, public damage and expenditures were extraordinary and place an unreasonably great financial burden on The City of Farmington Hills (2) totaling \$834,665.34 (7).


NOW, THEREFORE BE IT RESOLVED THAT The City Council (1) requests the Governor authorize a grant to the City of Farmington Hills (2) from the State Disaster Contingency Fund pursuant to Section 1 9, Act 390, Public Acts of 1976, as amended.

FURTHERMORE, Gary Mekjian (8) is authorized to execute for and in behalf of The City of Farmington Hills (2) the application for financial assistance and to provide to the State any information required for that purpose.

Action taken and incorporated in the minutes of a meeting of

Farmington Hills City Council (name of governing body)

on September 13, 2021 (date)

Attest: Pam Smith  (name of clerk)

- NOTES: (1) Insert name of governing body (City Council, County Board of Commissioners, Township Board, etc.)
(2) Insert name of political subdivision (City of Farmington Hills, Oakland County, Township of N/A, etc.)
(3) Insert the type of disaster (tornado, flood, explosion, etc.)
(4) Insert a brief description of the effects of the disaster on the community.
(5) County governments and municipalities under 10,000 population insert the term "county"; municipalities over 10,000 population insert the term "municipal" if they maintain a separate plan; or the term "county/municipal" if they are included in the county plan.
(6) Insert the time and date the plan was implemented.
(7) Insert the total dollar value of eligible disaster expenditures and costs (from Section 3 of the application).
(8) Insert the name of the applicant's agent who is authorized to act for and on behalf of the political subdivision.
-

Roll Call Vote:

Yeas: BARNETT, BOLEWARE, BRIDGES, KNOL, MASSEY, NEWLIN AND
STRICKFADEN
Nays: NONE
Absent: NONE
Abstentions: NONE

MOTION CARRIED 7-0

RECOMMENDED APPROVAL OF REQUEST FOR EMPLOYMENT UNDER SECTION 10.01A OF THE CITY CHARTER FOR A HAWK GYMNASIUM COORDINATOR

MOTION by Bridges, support by Newlin, that the City Council of Farmington Hills hereby approves the request for employment under Section 10.01A of the City Charter for Dominic Nunn as a Hawk Gymnasium Coordinator in the Special Services Department. Dominic is the son of Stanley Nunn, who is an Audio-Visual Assistant in the Special Services Department.

Roll Call Vote:

Yeas: BARNETT, BOLEWARE, BRIDGES, KNOL, MASSEY, NEWLIN AND
STRICKFADEN
Nays: NONE
Absent: NONE
Abstentions: NONE

MOTION CARRIED 7-0

RECOMMENDED APPROVAL OF PURCHASE OF LIVESCAN SYSTEM SOFTWARE AND SERVICES FOR THE POLICE DEPARTMENT TO IDEMIA IN THE AMOUNT OF \$30,222. CMR 9-21-86

MOTION by Bridges, support by Newlin, that the City Council of Farmington Hills hereby authorizes the City Manager to issue a purchase order to Idemia to purchase the software for integrating LiveScan solution software and services in the amount of \$30,222.00.

Roll Call Vote:

Yeas: BARNETT, BOLEWARE, BRIDGES, KNOL, MASSEY, NEWLIN AND
STRICKFADEN
Nays: NONE
Absent: NONE
Abstentions: NONE

MOTION CARRIED 7-0

RECOMMENDED APPROVAL OF AN AGREEMENT FOR POLICE VEHICLE ACCESSORIES TO WINDER POLICE EQUIPMENT IN THE AMOUNT OF \$29,843.45. CMR 9-21-87

MOTON by Bridges, support by Newlin, that the City Council of Farmington Hills hereby waives the formal bid requirements and authorizes the City Manager to issue a purchase order for

Police Vehicle Equipment in the amount of \$29,843.45 to Winder Police Equipment with all the terms and conditions of previously awarded bid from the Oakland County contract.

Roll Call Vote:

Yeas: BARNETT, BOLEWARE, BRIDGES, KNOL, MASSEY, NEWLIN AND STRICKFADEN
Nays: NONE
Absent: NONE
Abstentions: NONE

MOTION CARRIED 7-0

RECOMMENDED APPROVAL OF AWARD OF CONTRACT FOR THE CITY HALL ELECTRICAL MODIFICATION PROJECT TO ALLIED BUILDING SERVICE COMPANY IN THE AMOUNT OF \$145,000. CMR 9-21-88

MOTION by Bridges, support by Newlin, that the City Council of Farmington Hills hereby approves the award of City Hall Electrical Modifications Project to Allied Building Service Company of Detroit, Inc., in the amount of \$145,000; and

IT IS FURTHER RESOLVED, that the City Council authorizes the City Manager and City Clerk to execute the contract on behalf of the City.

Roll Call Vote:

Yeas: BARNETT, BOLEWARE, BRIDGES, KNOL, MASSEY, NEWLIN AND STRICKFADEN
Nays: NONE
Absent: NONE
Abstentions: NONE

MOTION CARRIED 7-0.

RECOMMENDED APPROVAL OF THE CITY COUNCIL STUDY SESSION MEETING MINUTES OF AUGUST 23, 2021

MOTION by Massey, support by Strickfaden, that the City Council of Farmington Hills hereby approves the City Council study session meeting minutes of August 23, 2021.

Roll Call Vote:

Yeas: BARNETT, BOLEWARE, KNOL, MASSEY, NEWLIN AND STRICKFADEN
Nays: NONE
Absent: NONE
Abstentions: BRIDGES

MOTION CARRIED 6-0-0-1

RECOMMENDED APPROVAL OF THE CITY COUNCIL REGULAR SESSION MEETING MINUTES OF AUGUST 23, 2021

MOTION by Massey, support by Strickfaden, that the City Council of Farmington Hills hereby approves the City Council regular session meeting minutes of August 23, 2021.

Roll Call Vote:

Yeas: BARNETT, BOLEWARE, KNOL, MASSEY, NEWLIN AND STRICKFADEN
Nays: NONE
Absent: NONE
Abstentions: BRIDGES

MOTION CARRIED 6-0-0-1

ADDITIONS TO AGENDA

None.

ATTORNEY REPORT

The attorney report was accepted by Council.

ADJOURNMENT

MOTION by Massey, support by Strickfaden, to adjourn the regular session City Council meeting at 8:12pm.

MOTION CARRIED 7-0.

Respectfully submitted,



Pamela B. Smith, City Clerk