



**Special/Study Session Meeting
8:00 p.m., Monday, July 24, 2023
Conference Room
23600 Liberty Street
Farmington, MI 48335**

STUDY SESSION AGENDA

- 1. Roll Call**
- 2. Approval of Agenda**
- 3. Public Comment**
- 4. Review and consideration of Maxfield Training Center (MTC) PUD Agreement and PUD Plan**
- 5. Other Business**
- 6. Council Comment**
- 7. Adjournment**

The City will follow its normal procedures for accommodation of persons with disabilities. Those individuals needing accommodations for effective participation in this meeting should contact the City Clerk (248) 474-5500, ext. 2218 at least two working days in advance of the meeting. An attempt will be made to make reasonable accommodations.

Farmington City Council Staff Report	Special Council Meeting Date: July 24, 2023	Reference Number 4
Submitted by: Kevin Christiansen, Planning and Building Department Director		
Description: Consideration of Planned Unit Development (PUD), including PUD Plan and PUD Agreement, for Maxfield Training Center (Hillside Townes)—Maxfield Training Center/Robertson Bros.		
<p>Requested: Motion to grant approval of the request of Robertson Brothers (Robertson Hillside Townes, LLC) for approval of a Planned Unit Development (PUD), including the proposed PUD Plan and PUD Agreement, subject to any changes and/or conditions as discussed at the City Council meeting, with any final minor alterations to the PUD Plan and/or PUD Agreement required in the determination of the City Manager and City Attorney to be incorporated by the City Attorney’s office prior to the execution of the final PUD Agreement.</p> <p>This motion is made on the basis of the findings set forth in the PUD Agreement and upon the assumption that all conditions and requirements of this motion and the PUD Agreement, including, but not limited to, the approval of the Brownfield Plan and DDA TIF Plan, will be satisfied. This motion and this approval are also specifically subject to and conditioned upon the following:</p> <ol style="list-style-type: none"> 1. This PUD Plan and PUD Agreement approval shall not take effect until the following <i>additional</i> actions or approvals occur as contemplated in the Agreement to Purchase and Develop Land, dated August 31, 2021, as amended (“Purchase Agreement”) between the City and Robertson Bros: <ol style="list-style-type: none"> a. Final approval of a Brownfield Redevelopment Plan and Act 381 Plan by all applicable local and state agencies, upon terms and conditions acceptable to the City. b. Final approval by the City and all applicable local and state agencies, upon terms and conditions acceptable to the City of a DDA TIF Plan. c. Final approval of the items required prior to Closing in the Purchase Agreement. 2. The PUD Agreement may not be signed or recorded, and this PUD approval will therefore not be considered to be effective for any purpose until the requirements in Item 1 subsections a through c above have been completed and satisfied. 3. Because the satisfaction of the requirements in Item 1 subsections a through c above are necessary to the findings of the Council, the PUD Agreement shall only be signed and become effective concurrent with the Closing on the sale of the property pursuant to the Purchase Agreement. 		
<p>Background: The City signed a Purchase Agreement with Robertson Bros for the sale and development of the Maxfield Training Center and two residential parcels effective August 31, 2021. There have been four amendments to the Purchase Agreement, all extending dates for various actions required under the Agreement.</p>		

The Developer has submitted the required PUD application and has received recommendations of approval from the Planning Commission and DDA Design Committee. The last Planning Commission meeting occurred in November 2022. The City Council *tentatively* approved the PUD Plan on May 24, 2023, subject to drafting of an acceptable PUD Agreement.

The City Council has before it now a slightly revised PUD Plan incorporating previous Council and City staff and consultant comments, as well as a draft PUD Agreement. The PUD Plan calls for the development on the former MTC Parcel of fifty-three (53) three-story townhomes ranging in size from approximately 1,200 to 1,330 sq. ft. in area. The homes shall have 1-car attached garages. The development includes open space and amenities appropriate to owner-occupied or for-sale individual unit developments.

The Project also includes the following on-site and off-site improvements (including on adjacent property owned by the City (the Grand River/Thomas Street Parcel) that the Developer shall be responsible to construct as part of the Project, subject to the terms and conditions of this Agreement:

1. A pedestrian promenade through the residential development
2. A public pathway from Warner Street east toward the "steps" leading down to Shiawassee Park
3. Underground and above-ground utility line clean up
4. Rehabilitation of adjacent Church Parking Lot (subject to Church approval)
5. Demolition and improvements to facilitate the City-owned Art Park on the Grand River/Thomas Street Parcel
6. Improvements to Thomas Street and School Street, including pavement and water and sewer repairs/replacement (to be paid for/reimbursed by the City)
7. Other improvements as set forth in the PUD Plan.

If the City Council approves the PUD Plan and PUD Agreement, the Developer will finalize its site plan and engineering plans, as well as its Brownfield and DDA TIF plans, and seek any and all other agency approvals for its development. Under the Purchase Agreement, all conditions to closing are to be satisfied by no later than November 24, 2023. Assuming that occurs, closing on the sale of the Property would occur by no later than January 23, 2024. Note that under the motion above, the PUD Agreement proposed for approval would not be signed until the closing under the Purchase Agreement happens.

For City Council's information, a copy of the current "Schedule" showing all remaining steps in the development process is attached as well. Robertson Bros. may make additional minor changes to the PUD Plan before the Council meeting Monday night, to address some additional City comments.

Draft 7.21.23

For City Council meeting 7-24-23

PLANNED UNIT DEVELOPMENT AGREEMENT

HILLSIDE TOWNES

Between

ROBERTSON HILLSIDE TOWNES, LLC,

and

CITY OF FARMINGTON

Dated: _____, 2023

TABLE OF CONTENTS

1. GENERAL PROJECT DESCRIPTION AND DEVELOPER OBLIGATIONS. 3

2. USES PERMITTED.. 3

3. AUTHORIZED DEVIATIONS FROM ZONING ORDINANCE STANDARDS. 4

4. PUD CONDITIONS. 4

5. TIMING OF REMEDIATION AND DEVELOPMENT.10

6. REIMBURSEMENT BY CITY FOR CERTAIN IMPROVEMENTS.11

7. COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS.....12

8. BROWNFIELD AND DDA TIF CREDITS.....12

9. PERFORMANCE GUARANTEES.14

10. OTHER CITY AUTHORITY.14

11. APPLICATION FEES; CONNECTION FEES; INSPECTIONS.14

12. CREATION OF CONDOMINIUM; MASTER DEED.....14

13. PROPERTY MAINTENANCE OBLIGATIONS.15

14. STAFF AND CONSULTANT REVIEW LETTERS.17

15. DEVELOPER REPRESENTATIONS.17

16. REVOCATION OF RIGHTS.17

17. SALES/CONSTRUCTION TRAILER.18

18. MODIFICATIONS; REQUIRED AMENDMENTS.18

19. AGREEMENT TO PURCHASE AND DEVELOP PROPERTY18

20. GENERAL PROVISIONS.18

LIST OF EXHIBITS

Exhibit A Legal Description(s) of Property

Exhibit B PUD Plan set

Exhibit C Architectural Plans/Elevations

Exhibit D Staff and Consultant Review Letters (for PUD)

THIS AGREEMENT ("Agreement") is made by and between **ROBERTSON HILLSIDE TOWNES, LLC**, a Michigan limited liability company, whose address is 6905 Telegraph Road, Suite 200, Bloomfield Hills, MI 48301 (referred to as "**Developer**"); and the **CITY OF FARMINGTON**, whose address is 23600 Liberty Street, Farmington, MI 48335 (referred to as the "**City**"). When referred to collectively, Developer and the City are "the Parties."

RECITATIONS:

A. Developer is the prospective purchaser and developer of:

- (1) Certain real property located in the City of Farmington, commonly known as 33000 Thomas Street (Parcel Nos. 23-27-152-017 and 23-27-152-019) located in the City's downtown north of Grand River Avenue and east of Farmington Road (the "**MTC Parcel**"), currently improved with an unoccupied former school building that was purchased by City in 2020, and described and/or depicted on **Exhibit A** and attached hereto and incorporated herein by reference.
- (2) Certain real property located in the City of Farmington comprising two separate parcels of land, commonly known as 33104 Grand River and 33107 Thomas Street, (Parcel Nos. 23-27-154-008 and 23-27-154-004 respectively), currently improved with single-family residential structures, one of which is occupied for commercial use the other vacant, located across Thomas Street from the MTC Parcel ("**Grand River/Thomas Street Parcel**") described and/or depicted on **Exhibit A** and attached hereto and incorporated herein by reference.

Together the MTC Parcel and the Grand River/Thomas Street Parcel are referred to in this Agreement as the "**Property**."

B. The City is the current owner of the Property, and Developer and City have entered into an Agreement to Purchase and Develop Property (Purchase Agreement), initially dated on or about August 31, 2021, as amended thereafter by the First Amendment, dated on or about December 29, 2021; the Second Amendment, dated on or about August 31, 2022; the Third Amendment dated on or about March 24, 2023; and the Fourth Amendment, dated on or about May 6, 2023. The Agreement to Purchase and Develop Property is intended by the Parties to result in a transfer of the Property to Developer, contingent upon discretionary development approvals and other conditions, that will result in:

1. demolition and asbestos abatement by Developer of the buildings located on the Property;

2. environmental remediation by Developer of any and all subsurface contamination currently located on the Property to a level of unrestricted residential use criteria;
 3. certain public infrastructure and amenity improvements to be undertaken by Developer but paid for by the City; and
 4. redevelopment of the MTC Parcel into a coordinated, harmonious residential development of for sale attached single-family units making use of exemplary architecture and site design with on-site amenities; and
 5. rehabilitation of the adjacent Church Parking Lot.
- C. The current zoning of the Property is CBD (Commercial Business District). However, the Purchase Agreement requires development of the Property to be by Planned Unit Development (PUD). Developer has submitted its PUD Plan to the City under the terms of the PUD provisions of the City's Zoning Ordinance, Chapter 35, Sections 35-131 through 138 (the "**PUD Ordinance**") and the City Council has approved the PUD Plan, subject to this PUD Agreement.
- D. The PUD Plan is attached hereto and incorporated herein as **Exhibit B** (the "**PUD Plan**"). The PUD Plan proposes construction of a 53-unit, for sale townhome style attached single-family development, with related public and private amenities on the MTC Parcel and other off-site improvements on the Grand River/Thomas Street Parcel, including a site preparation for an Art Park (the "**Project**"). The PUD Plan is a conceptual or illustrative plan for the potential development of the Property. Approval by the City of the PUD Plan is not an approval to construct the proposed improvements shown thereon, because any development on the Property will require final site plan approval and other land use approvals from the City, as provided by this Agreement and the Purchase Agreement.
- E. The City has also reviewed both (i) the requested ordinance deviations as contained in the PUD Plan and this Agreement (the "**Deviations**") from the strict terms of the City's Zoning Ordinance and (ii) the proposed PUD Conditions (as defined in Paragraph 4 below) offered and/or accepted by Developer, and has concluded that the PUD Plan, together with the PUD Conditions, provides recognizable benefits to the City and promotes the land use goals and objectives of the City and the master plan because the Project:
1. provides needed multiple-family opportunities in the Downtown;
 2. redevelops an obsolete and vacant site;
 3. includes high-quality architectural design;
 4. incorporates or assists in the provision of various and significant public improvements amenities; and
 5. is compatible with the surrounding area.
- F. Developer has applied for certain Brownfield Redevelopment and Downtown Development Authority (DDA) Tax Increment Financing (TIF) funding assistance,

which are essential to complete the Project, and that if such applications are not approved, it will be unable to complete the Development or Project as proposed in the approved PUD Plan and this PUD Agreement. This Agreement therefore contemplates that if such applications and related plans are not approved by the City (and other required approving or authorizing bodies), this Agreement and the PUD is subject to termination as set forth herein.

- G. Set forth below are the terms and conditions of the contract for the Project, which is to be recorded with the Register of Deeds for the County of Oakland following execution by the Parties.

NOW, THEREFORE, for and in consideration of the foregoing, the Parties agree as follows:

1. **General Project Description and Developer Obligations.** The Project involves the redevelopment of a prominent area of the City's Downtown, a former high school used for years as an administrative building for the school system and two residential properties across the street from the main development property that will be demolished and replaced with a City park area. The intention is to have a pedestrian connection from Grand River Avenue to Shiawassee Park, through the residential development being built by Developer. The City purchased the property in order to be able to choose between developers to accomplish the goals and objectives of the City's vision and plans for redevelopment of the area. Upon execution of this Agreement by the parties:
 - a. The MTC Parcel shall be developed only in accordance with the PUD Plan, the PUD Conditions, the final site plan and related engineering and other plans, and the applicable laws, rules, and regulations described below, including the City Ordinances (as amended), and this Agreement (collectively, the "**PUD Documents**");
 - b. Developer shall comply with the PUD Documents;
 - c. Developer shall forbear from acting in a manner inconsistent with the PUD Documents;
 - d. Developer shall complete all actions necessary to carry out all of the obligations in the PUD Documents, including both the on-site improvements to the MTC Parcel and the off-site improvements to adjacent areas and the Grand River/Thomas Street Parcel.
2. **Uses Permitted.** The residential development on the MTC Parcel (the "**Residential Development**") shall consist of fifty-three (53) three-story townhomes ranging in size from approximately 1,200 to 1,330 sq. ft. in

area. The homes shall have 1-car attached garages. The development shall include open space and amenities appropriate to owner-occupied or for-sale individual unit developments.

The Project shall also include the following on-site and off-site improvements that the Developer shall be responsible to construct as part of the Project, subject to the terms and conditions of this Agreement:

1. Pedestrian Promenade; North Pathway
2. Underground and above-ground low voltage utility line clean up
3. Rehabilitation of Adjacent Church Parking Lot (subject to approval by the Church)
4. Demolition and improvements to facilitate the City-owned Art Park on the Grand River/Thomas Street Parcel
5. Improvements to Thomas Street and School Street, including pavement and water and sewer repairs/replacement.
6. Other improvements as set forth in the PUD Plan.

Approval of this Agreement authorizes Developer to pursue approval of a final site plan in accordance with Section 35-135.G of the PUD Ordinance, as amended, and any other applicable laws, rules, and regulations, and with this Agreement and any Conditions imposed with its approval. Physical development of the Project shall be in accordance with the approved final site plan and engineering plans and shall not be commenced until after approval of the final site plan and engineering plans.

- 3. Authorized Deviations from Zoning Ordinance Standards.** The following deviations from the standards of the Zoning Ordinance are hereby authorized pursuant to Section 35-134(A) of the City's Zoning Ordinance:

1. Rear setback as follows:
 - a. 24' to north property line (25 feet required)
2. Setback to Residential as follows:
 - a. 24' to north property line (30 feet required)
3. Waiver of landscape buffer zone between multiple-family and single-family uses and institutional/single-family uses.

- 4. PUD Conditions.** As part of its approval of the PUD Plan and this Agreement, the City Council has made certain findings as required by the PUD Ordinance. Those findings are based in part on the fact that the Developer has agreed that the following conditions shall apply to the Property (collectively, the "**PUD Conditions**"). The Developer (or its successors or assigns) shall be responsible for obtaining all permits, licenses, or approvals required for the development, construction, use, and occupancy of the Project and the Residential Development.

- a. **Demolition.** Developer shall secure all required permits for the Demolition of the buildings and other improvements on both the MTC Parcel and the Grand River/Thomas Street Parcel, including permits for removal and fill, demolition, and land improvement. All debris and materials shall be removed from the Property and properly and legally disposed of at Developer's sole cost, as reimbursed under the Brownfield Plan and as described in Paragraph 5 below.

With regard to the house located at 33104 Grand River, the City has expressed an interest in allowing third parties that want to explore the possibility of moving the house, rather than demolishing it (because of its age and asserted historical character), to attempt to do so if it does not interfere with the Developer's obligations under this Agreement. Developer agrees to allow the house to be moved, rather than demolished, but only if the City or a third party can arrange to have that occur within Developer's time frame for demolition as set forth in Paragraph 5 below, and provided that (i) such activity does not unreasonably interfere with the timing of Developer's demolition activities or obligations under this Agreement; and (ii) the City undertakes, or requires the responsible third party to undertake, all necessary actions to restore the area affected in a manner that does not adversely affect or impact Developer's demolition and site restoration obligations in this Agreement.

- b. **Environmental Remediation.** Completion of the Environmental Remediation as described in Paragraph 5 below shall be considered an integral part of the Project.
- c. **Development Enhancements/Public Amenities Offered by Developer.**

The following improvements shall be the responsibility of Developer to construct as part of the Project. The improvements described in subsection (1) below shall be and remain the financial responsibility of Developer, including all coordination requirements and costs; the City shall bear no responsibility for the cost thereof, except as described in Paragraph 8 below relating to the granting of Brownfield/DDA TIF credits. The improvements described in subsection (2) below shall be constructed by Developer as part of the Project; Developer shall be responsible for the coordination thereof, but the City shall be responsible for reimbursement of the costs thereof, as described in Paragraph 6 below.

(1) **Completed by Developer; paid for by Developer**

- (i) *Pedestrian Promenade; North Pathway.* This includes the easement area from Thomas Street north toward Shiawassee Park, which is to be improved with a pedestrian pathway (the "**Pedestrian Promenade**") through the residential development to connect to a pathway running along the northern border of the MTC Parcel east/west from Warner Street toward the stairs leading down to Shiawassee Park (the "**North Pathway**"). These improvements shall be in accordance with the PUD Plan and the approved final site plan and engineering plans. The final design of the North Pathway shall ensure that its grade and location are compatible with the City's intention to continue the pathway east on property not owned by Developer.
- (ii) *Overhead and Underground Utility line clean up.* This includes the removal/burying of the low voltage cable/telecommunications wires currently located on DTE poles, to be removed from those poles (which will remain) and buried in the ROW or on Developer property within an appropriate easement. This also includes any underground gas lines, water services, or sewer laterals that need removal or abandonment. All work is to be done in accordance with the PUD Plan and final site plan and engineering plans.
- (iii) *Church Parking Lot.* This includes repaving and improved landscaping as set forth in the PUD Plan and approved final site plan and engineering plans. The parties acknowledge that the parking lot is owned by the Church, and that approval by the Church to do the work as depicted is required. If the Church does not approve the work as depicted, the City reserves the right to have developer credit the amount it would have expended on such improvements (according to its engineer's estimate, as reviewed and approved by the City's engineer) to the public road improvements on Thomas Street and School Street.
- (iv) *Art Park.* This includes demolition of the existing houses on the Property as set forth in Paragraph 5 below, and grading and seeding the Grand River/Thomas Street Parcel following demolition in

accordance with the PUD Plan and final site plan and engineering plans. Consistent with the Agreement to Purchase and Develop Property, upon completion of the demolition and grading and seeding as approved by the City, Developer shall convey this parcel to the City free of any liens or encumbrances.

(2) **Completed by Developer; paid for by the City**

(i) *Thomas Street improvements (including water and sewer).* This includes water and sewer improvements and re-paving between Warner Street and School Street as described in the PUD Plan, approved final site plan, and the engineering plans, and in a manner approved by the City.

(ii) *School Street improvements (including water and sewer).* This includes water and sewer improvements and re-paving between Grand River Avenue and Thomas Street as described in the PUD Plan, approved final site plan, and the engineering plans relating to such improvements, and in a manner approved by the City.

d. **Site Utilities and Access for Residential Development.** All of the utilities (water, sewer, and storm water) for the Residential Development shall be constructed according to the approved Utility Plan provided as part of the PUD Plan, subject to final engineering plan approval by the City at the time of site plan approval. Such Utility Plan may be amended or modified during the site plan approval process as approved by the City.

Access: The streets, parking areas, and sidewalks throughout the Residential Development shall be private and shall be the sole responsibility of Developer and its successors and assigns to construct and maintain, except that the Pedestrian Promenade through the Residential Development, and the North Pathway, along the top of the river bank on the northern edge of the MTC Parcel, shall be open to the public pursuant to an easement to the City for such purposes, the terms and conditions of which shall be acceptable to the City. Developer shall be responsible to construct the sidewalk along Thomas Street as shown on the PUD Plan and the final site plan.

Water and Sewer: Water and sanitary sewer are available to the Property. Developer shall, at its sole cost and expense, construct and install the improvements and/or connections tying into the municipal water and sewage systems for the Residential Development.

All water and sewer improvements shall be designed and constructed by Developer in accordance with the approved PUD Plan and all applicable legal requirements, subject to final engineering plan approval at the time of final site plan review. Such water and sanitary sewer facilities, including any on-site and off-site facilities, if any, extensions, and easements to reach the area to be served, shall be provided by and at the sole expense of the Developer, and shall be completed and approved before issuance of any building permit.

Storm Water: The storm water management system for the Residential Development shall be approved by the City as part of the review and approval of the engineering plans and will be installed by the Developer. In general, the storm water collection, pre-treatment, storage, and transportation facilities shall be included as part of the final engineering plan for the Property. The Project shall be constructed to achieve a storm water management system that assures that the quality and quantity of storm water will be in accordance with all applicable ordinances, regulations, and laws, and within the Residential Development shall be a private system operated and maintained by Developer and Association for the condominium to be created as described in Paragraph 12 below.

Burying DTE Electrical Lines. The Parties acknowledge that DTE has quoted the cost of approximately \$1.2 million in order to bury the existing above-ground electrical utility lines located along Thomas Street, thereby allowing the removal of existing DTE poles from the right-of-way. At this point, given that cost, the Parties do not anticipate Developer being obligated to seek such action by DTE or to coordinate the Project in any way based upon the burying of DTE utility lines and removal of the poles. However, Developer agrees that, in the event the City secures sufficient funding for, or is otherwise able to secure approval for, burying the lines at no cost to Developer and without impacting Developer's timeline, Developer agrees to work with the City and DTE to coordinate the burying of lines during the course of its development of the site; provided, however, that such activity does not impede or delay Developer's Residential Development in any way.

- e. **Signage.** Signage for the Residential Development shall conform to the City's Sign Ordinance requirements.
- f. **Landscaping.** Landscaping shall be installed as shown on, and shall comply with the requirements of, the PUD Plan and final approved site plan and landscape plan, and shall thereafter be regularly, professionally, and permanently maintained within the Residential Development.
- g. **Architectural Design.** Because the Property is located in a very prominent part of the City, in its Downtown, the look and feel of any proposed development thereon is of paramount importance to the City. The appearance of the Development factored into the City's determination to sell its property to Developer and into the City's approval of the PUD Plan and this Agreement. The City, as the seller of a portion of the Property, required the submission of detailed plans showing the site layout and architectural renderings before entering into a purchase agreement with Developer. In addition, as part of the PUD approval process, Developer submitted conceptual building elevations, information regarding façade materials, landscaping, and site layout details, that have been incorporated into the PUD Plan as approved in this Agreement, and are attached as Exhibit C. The City took those representations into consideration when determining to complete the sale and to approve the PUD Plan, including the Deviations from City Ordinance standards required and listed in this Agreement. The site layout, building designs and architectural styles as submitted to the City and approved in the PUD Plan and this Agreement, subject to the supplementation and further review and approval by the City as provided in this Agreement, are therefore Conditions of this Agreement.
- h. **Easements for Public Access.** At the time of Closing, the Parties shall enter into easement agreements, with language that is mutually acceptable to the Parties, for the Pedestrian Promenade and the North Pathway as described in Paragraph 4 above shall provide that Developer (and later the Association) is responsible in perpetuity for their maintenance and repair, and that in the event of a failure on the part of Developer or the Association to properly maintain or repair the Pedestrian Promenade area, the City may enter upon the property and do so and assess the cost thereof to Developer or Association in accordance with the provisions of this Agreement and any other requirements of the City.

5. Timing of Remediation and Development.

The following shall be the order of development and shall supplement the terms and conditions of the Purchase Agreement:

- a. **Phasing.** The Residential Development has been proposed as a single phase development.
- b. **Demolition of Buildings.** Developer shall complete the demolition of the buildings and asbestos abatement within ninety (90) days following the City's issuance and Developer's receipt of demolition permits. Developer shall secure all required permits and approvals from the City and other governmental entities and shall comply with all rules, regulations, ordinances, and laws regarding same, particularly with regard to fill and compaction requirements as determined by the City.
- c. **Environmental remediation.** Developer shall complete the environmental remediation of any and all subsurface contamination currently located on the Property to a level of unrestricted residential use criteria within one hundred and twenty (120) days of the Closing of the purchase of the Property, in accordance with the terms and conditions of the Brownfield Plan and Work Plan, and all state and local permit requirements, as further described in Paragraph 8 below.
- d. **Infrastructure Improvements.** Developer shall complete construction of the approved infrastructure improvements on the Property, as shown on the PUD Plan and set forth in this Agreement, within two hundred and ten (210) days of the Closing of the purchase of the Property. In the event weather conditions preclude final paving of the roads within the Development, Developer may delay such paving only until conditions allow completion, subject to City approval and concurrence.
- e. **Developer Enhancements/Public Amenities.** Developer shall complete construction or installation of the approved Developer Enhancement/Public Amenities described in Paragraph 4.c above within one (1) year of the Closing of the purchase of the Property, provided that Developer may request an extension of time for a reasonable period to complete construction or installation of amenities *other than* those to be located on or adjacent to the Grand River/Thomas Street Parcel on the basis that area is under construction for building uses and the site would not be safe for

public use. The City shall not unreasonably withhold such extension upon presentation of appropriate documentation of such need.

- f. **Completion of All Building Construction.** Developer shall commence construction of the homes under the approved PUD Plan within one hundred and eighty (180) days of Closing of the purchase of the Property. Developer shall prosecute construction of the homes with due diligence and shall not permit construction to cease or be halted for more than fifteen (15) consecutive days unless due to a Force Majeure event as defined below. Developer shall complete construction of all homes on the site, and all related site improvements within two (2) years of closing of the purchase of the Property. For purposes of this provision, completion of construction shall mean issuance of all certificates of occupancy for all homes shown on the final PUD site plan documents. If at the end of the two (2) year period construction of all buildings is not complete, but Developer is diligently working to complete construction, the date of completion of construction shall be extended for a period of up to two (2) years.

6. Reimbursement by City for Certain Improvements.

Paragraph 4.c.2 above requires Developer to make certain improvements to Thomas Street and School Street as provided in the PUD Plan (and final approved site plan and engineering plans). Before undertaking any work with regard to these required improvements, the City and Developer shall enter into a mutually acceptable agreement setting forth the terms and conditions under which Developer will enter into the City's rights-of-way to do such work and the City shall reimburse Developer for such work. Such agreement shall contain sufficient terms and conditions for such work to be performed in a manner consistent with the City's obligations by law and ordinance, such as:

- a. City review of agreement with contractor, including but not limited to the cost of the improvements
- b. Schedule for commencement and completion
- c. Performance standards
- d. Inspections by City
- e. Insurance
- f. Bonds or other forms of completion assurance
- g. Maintenance and guarantee bonds
- h. Terms for reimbursement
- i. Acceptance by City
- j. Dispute resolution

The Parties acknowledge and agree that the design for the improvements to Thomas Street and School Street have not been completed. The final design for such improvements shall be included in a separate set of engineering plans to be reviewed and approved at the time of final site plan approval for the Project and shall be paid for by Developer subject to reasonable reimbursement terms. Such engineering plans shall indicate that the public road work shall not commence before demolition of the buildings on the MTC Parcel and mass grading and cut/fill operations are complete. Final wearing course shall not be installed until 75% buildout of the units is complete, but shall not remain uncapped over any winter season.

The agreement described in this Paragraph 6 shall specifically provide that the City shall have the right to review the agreement between Developer and its contractor for the road and utility improvements within Thomas Street and Schools Street as to cost, including but not limited to unit prices. The City's engineer shall determine whether the proposed costs and unit prices are appropriate.

7. Compliance with Applicable Laws and Regulations. Except as to the Deviations described above in Paragraph 3, or as expressly authorized herein, the Property shall be developed in accordance with all applicable State, County and City statutes, codes, ordinances, regulations, and the City Ordinances, including all applicable requirements of the Zoning Ordinance under the Proposed Classification, and further including all storm water and soil erosion requirements and measures during the design and construction phase of the Development and during the subsequent use of the Property as contemplated in this Agreement.

8. Brownfield and DDA TIF Credits.

a. **Brownfield Plan.** The parties acknowledge that the City Council will be asked to approve a brownfield plan and associated Michigan Department of Environment, Great Lakes and Energy (EGLE) Work Plan with respect to the Project pursuant to Public Act 381 of 1996, as amended (the "Brownfield Plan"). The Brownfield Plan includes tax increment financing and corresponding local brownfield revolving fund deposits to reimburse certain eligible activity costs. The Brownfield Plan includes the following activities, among others:

- (1) Demolition activities;
- (2) Lead and asbestos abatement activities;
- (3) Environmental assessments and cleanup, including backfill;
- (4) Due care planning and activities.

- (5) Project management and related soft costs
- (6) Interest

The details of the plan for reimbursements pursuant to the Brownfield Plan, including at least the above benefits to the City, will be set forth in the Reimbursement Agreement to be executed pursuant to and consistent with the Brownfield Plan, and the Intergovernmental Agreement among the Brownfield Redevelopment Authority (BRA), the DDA and Developer consistent with the Brownfield Plan ("Brownfield Intergovernmental Agreement"). The City makes no representation in this Agreement that the Act 381 Work Plan or Brownfield Intergovernmental Agreement will be approved by the City Council. The failure of EGLE to fully approve the Act 381 Work Plan pursuant to the Brownfield Plan, or the failure of the BRA, the DDA, and Developer to enter into the Brownfield Intergovernmental Agreement on terms satisfactory to Developer, while not constituting a default or breach for the purposes of this Agreement, shall permit either party to terminate this Agreement upon written notice to the other party, following which the City will take the necessary action to terminate the PUD.

- b. **DDA TIF Credit Plan**. The parties acknowledge that the City Council will be asked to approve a Downtown Development Authority (DDA) Tax Increment Financing (TIF) with respect to the Project pursuant to Public Act 197 of 1975, as amended (the "DDA TIF Credit Plan"). The DDA TIF Credit Plan includes tax increment financing and a Reimbursement Plan Application to reimburse certain eligible activity costs. The DDA TIF Plan includes, among other things, public and private infrastructure improvement activities, grading/excavation, and various administration expenses.

The details of the plan for reimbursements pursuant to the DDA TIF Plan, including at least the above benefits to the City, shall be set forth in the Reimbursement Agreement to be executed pursuant to and consistent with the DDA TIF Plan. The City makes no representation in this Agreement that the reimbursement will be approved by the City Council. The failure of the City to approve the DDA TIF Credit Plan, while not constituting a default or breach for the purposes of this Agreement, shall permit Developer to terminate this Agreement upon written notice to the City, following which the City will take the necessary action to terminate the PUD.

The Parties also acknowledge and agree that, as part of the approval process, an intergovernmental agreement between the DDA and the BRA will be required in connection with the Project.

9. **Performance Guarantees.** Developer shall provide performance and financial guarantees for the completion of the improvements, including, without limitation, right-of-way improvements, water mains, sanitary sewers, storm drains, site amenities, and landscaping and tree planting activities as determined by the City, as well as maintenance and guarantee bonds for completed work. Such financial guarantees shall cover the site improvements as determined by the City. Such financial guarantees may include cash deposits or letters of credit.
10. **Other City Authority.** Nothing in this Agreement shall prevent the City from exercising its regulatory and other authority with respect to the Property and the Project in a manner consistent with the PUD Plan and this Agreement.
11. **Application Fees; Connection Fees; Inspections.** Developer shall be responsible to pay all application and review fees as and when required under the City Ordinances, including but not limited to planning, engineering, legal, and any consultant fees in connection with the review and approval of the Project. Such amounts shall be due upon invoice, and failure to pay amounts owed shall entitle the City to cease review, approval, and/or issuance of permits. In addition, the Developer shall pay all required water and sewer connection and tap charges and fees, without reduction, as provided in the City Ordinances as and when required. Such fees may be timely paid by others in connection with the development of individual unit owners.

All inspection and Contract Administration and Construction Engineering typical of a private site development shall be paid for by the developer through an escrow deposit with the City following the normal process of site development. This includes full time inspection on drinking water utilities and services, sanitary sewer and laterals, storm sewer, public roads, sidewalk/pathways, and part time inspection on private paving, park elements, landscaping and franchise utility work. Contract Administration and Construction Engineering time includes utility testing, preconstruction efforts, review of as-builts, correspondence, punch list inspections, substantial and final walk throughs and construction engineering.

12. **Creation of Condominium; Master Deed.** Developer shall have the obligation and responsibility to organize a condominium association (or associations) for the development of the Property. The Master Deed, Bylaws, and Subdivision Plan Exhibit B for the condominium(s) ("Condominium Documents") shall prescribe the responsibilities of the Association; set forth the manner, method and timing of transferal of maintenance responsibilities for common areas and facilities to the Association; provide a feasible method of funding maintenance activities,

such as annual dues and/or assessments of the Association; and reserve rights to the City to enforce or undertake maintenance related to the common areas after notice and opportunity to cure is first provided to the Association pursuant to Paragraph 13 below.

The restrictions and obligations set forth in the respective Condominium Documents of the Association shall be binding upon the owners of the units within the Condominium ("**Owner(s)**") and shall run with the Property. Each reference to "owners" in this Section shall include the following: Developer so long as Developer maintains any ownership interest in any portion of the Property and the Residential Development has not been fully developed in accordance with the PUD Documents, and thereafter the Association established for the Residential Development. The Master Deed and Bylaws shall include provisions obligating the Owners to maintain and preserve the road, landscaping, lighting, signage, greenbelts, open areas, pedestrian walkways and open area amenities, setbacks, storm drainage, and any other limited and general common elements and improvements for or within the Residential Development in good working order and appearance at all times and in accordance with the PUD Plan and this Agreement.

Developer shall be responsible for maintenance of open space areas and maintenance of storm water infrastructure until the Developer assigns such responsibilities to the Condominium Association to be organized and the Association accepts same. References to the requirements and regulations applicable to the Property under the PUD Plan, PUD Conditions, and this Agreement shall also be included within the Master Deed for the development in a manner reviewed and approved by the City Attorney and City Manager, including the City's enforcement rights as provided herein. Upon its approval by the City, the Master Deed and Bylaws shall be and remain recorded at the Oakland County Records at all times as a condition of this PUD.

- 13. Property Maintenance Obligations.** Developer agrees, at its expense, to operate, maintain, repair, manage, and improve the entire Property during buildout of the Residential Development provided that, once the homes on the Grand River/Thomas Street Parcel are demolished and the area is graded and seeded to the City's satisfaction, Developer's obligation to maintain such area shall cease. Developer and/or the Condominium Association created in accordance with the Master Deed for the development as described elsewhere in this Agreement shall be responsible to preserve and maintain the open space, storm water drainage facilities, private roads, sidewalks and pathways, and any and all areas disturbed in connection with the Development to ensure that the same continue to function as intended, and are stabilized, and meet all standards of

applicable laws and ordinances for property maintenance, including, but not limited to regular snow and ice removal. Developer and/or the Association shall establish a regular and systematic program of maintenance for the development to ensure that the physical condition and intended function of such areas and facilities shall be perpetually preserved and maintained.

Notwithstanding any other remedies in this Agreement, in the event that Developer and/or the Association shall at any time fail to carry out the responsibilities above, and/or in the event of a failure to preserve and/or maintain such areas or facilities in reasonable order and condition, the City may serve written notice upon Developer and/or the Association, setting forth the deficiencies in maintenance and/or preservation. Notice shall also set forth a demand that the deficiencies be cured within a stated reasonable time period, and the date, time, and place of the hearing before the City Council, or such other Council, body, or official delegated by the City Council, for the purpose of allowing Developer and/or the Association to be heard as to why the City should not proceed with the maintenance and/or preservation which has not been undertaken.

At the hearing, the time for curing the deficiencies and the hearing itself may be extended and/or continued to a date certain. If, following the hearing, the City Council or other body or official designated to conduct the hearing determines that the required maintenance and/or preservation have not been undertaken within the time specified in the notice, the City shall have the power and authority, but not the obligation, to enter upon the property, or cause its agents or contractors to enter upon the property, and perform such maintenance and/or preservation as reasonably found by the City to be appropriate. The cost and expense of making and financing such maintenance and/or preservation, including the cost of notices by the City and reasonable legal fees incurred by the City, plus an administrative fee in the amount of 25% of the total of all costs and expenses incurred, shall be paid by Developer and/or the Association, and such amount shall constitute a lien on an equal *pro rata* basis as to all of the residential lots on the property.

The City may require the payment of such monies prior to the commencement of work. If such costs and expenses have not been paid within 30 days of a billing to the Developer or Association shall be considered unpaid and become a lien on the entire Property. All unpaid amounts may be placed on the next tax roll of the City, *pro rata*, as to each lot, and collected according to the laws made and provided for the collection of real property taxes. In the discretion of the City, such costs and expenses may be collected by suit initiated against Developer or the Association, and,

in such event, the Developer and/or Association shall pay all court costs and reasonable attorney fees incurred by the City in connection with such suit.

- 14. Staff and Consultant Review Letters.** Developer shall comply with all conditions listed in the staff and consultant review letters for the PUD Plan and final site plan, as well as any conditions imposed by the Planning Commission at the time of final site plan approval not inconsistent with the terms of this Agreement.
- 15. Developer Representations.** Developer hereby makes the following acknowledgments, representations, and warranties to City, which representations and warranties shall be true and correct as of the date hereof:

 - a. Developer is duly organized and validly existing, in good standing under the laws of the state of Michigan, authorized to do business under the laws of the state of Michigan and has all requisite power and authority to own and operate its assets and properties, to carry on its business as now being conducted, and to enter into and perform the terms of this Agreement. Developer has provided City with an accurate and complete copy of its Articles of Organization and Certificate of Good Standing in effect as of the date of this Agreement ("Organizational Documents"), and agrees to provide accurate and complete copies of any revisions or modifications to the Organizational Documents.
 - b. Developer has no notice of and there is no pending litigation, administrative action or examination, claim or demand before any court or any federal, state or municipal governmental department, commission, board, bureau, agency or instrumentality thereof which would affect Developer or its principals from carrying out the covenants and promises made herein.
 - c. Developer is financially able to complete the Development.
 - d. Developer shall construct all improvements for the Development in a good and workmanlike manner employing quality contractor(s), construction manager(s), and other professional possessing the requisite experience and competency to construct such improvements.
- 16. Revocation of Rights.** In the event Developer attempts to or proceeds with actions to complete improvement of the Property in any manner other than as described herein and shown on **Exhibit B**, the City shall be

authorized to revoke all outstanding building permits and certificates of occupancy issued for such building and use.

17. Sales/Construction Trailer. Developer may install, occupy, and operate one temporary sales trailer on the site, subject to approval of the Building Official, upon final grading of the site. Use and occupancy of the trailer shall cease no later than 30 days after a certificate of occupancy is issued for any unit in the Development. Developer shall also be permitted to have a construction trailer on site for the duration of the Project.

18. Modifications; Required Amendments. Minor modifications to the approved PUD Plan may be approved administratively if the Zoning Ordinance (interpreted as though the approved PUD Plan is an approved site plan for purposes of this Paragraph only) would otherwise allow an administrative site plan review and approval, so long as the City's Director of Planning and Building determines that the modifications (i) are minor, (ii) do not deviate from the general intent of the PUD Plan, and (iii) do not result in increased impacts on the surrounding development and existing infrastructure. The following changes shall be considered minor: (a) internal rearrangement of drive aisles as long as access and circulation are not adversely affected; (b) internal rearrangement of parking spaces as long as parking needs are not adversely affected; and (c) changes in floor plans that do not alter the character of the Residential Development or its use.

19. Agreement to Purchase and Develop Property

The Parties acknowledge and agree that the Purchase Agreement for the Property (the MTC Parcel and Grand River/Thomas Street Parcel) as referenced in Recitation B above indicates that certain provisions of the Purchase Agreement will survive closing. It is the Parties' intent that those provisions shall also be incorporated into this PUD Agreement, particularly relating to Developer's obligations following closing and remedies in the event of default following closing (by way of reference, not limitation).

20. General Provisions.

- a. The Zoning Board of Appeals (the "**ZBA**") shall have no jurisdiction over the Property or the application of this Agreement until after site plan approval and construction of the Development as approved therein. In no event shall the ZBA be permitted to vary any terms or conditions of this Agreement.
- b. Except as may be specifically modified by this Agreement, the City Code and all applicable regulations of the City shall apply to the Property. A violation of the City Code by Developer 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.

- c. A breach of this Agreement by Developer shall constitute a nuisance *per se*, which shall be abated. Developer and the City therefore agree that, in the event of a breach of this Agreement by Developer, the City, in addition to any other relief to which it may be entitled at law or in equity, or any other provisions of this Agreement, shall be entitled under this Agreement to relief in the form of specific performance (except as to construction of the buildings, unless vertical construction of a building has commenced) and an order of the court requiring abatement of the nuisance *per se*. In the event of a breach of this Agreement, the City may notify Developer 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, Developer shall not be in the breach hereunder if Developer 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 Developer 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.
- d. 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 the Developer desires to propose an amendment, an application shall be made to the City's Planning and Building Department, which shall process the application in accordance with the procedures set forth in the Zoning Ordinance.
- e. 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 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.
- f. This Agreement shall be governed by the laws of the State of Michigan, both as to interpretation and performance. Any and all suits for any and every breach of this Agreement may be instituted

and maintained in any court of competent jurisdiction in the County of Oakland, State of Michigan.

- g. 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 rights 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.
- h. 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 as and when provided herein.
- i. This Agreement and all of its covenants, restrictions, and conditions are made for the benefit of the property and the community and shall run with the land described herein as the and bind the parties, their heirs, successors, and assigns. 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 subject to the terms of this Agreement. All references to the "Developer" in this Agreement shall also include all respective heirs, successors, and assigns of Developer, all future owners of any parcels or units or the condominium. The City shall have the right to enforce the Agreement and its covenants, restrictions, and conditions against Developer or its heirs, successors, and assigns. Provided, however, that this Agreement shall not be binding on any party nor become effective until Developer acquires fee simple title to all of the Property. If the Property, or any portion of it, is not conveyed to Developer, this Agreement shall have no force or effect.

This Agreement shall be recorded in the Oakland County Register of Deeds contemporaneously with the Closing on the sale of the Property.

All parties to this Agreement further agree that, notwithstanding anything in the Planned Unit Development (PUD) provisions of the City's Zoning Ordinance, Article 10, the PUD approval and this Agreement shall not expire or become void under Section 35-135.F of the Ordinance, as amended, and the obligations of this Agreement

shall remain in full force and effect, unless and until such time as it is amended or terminated by the City in accordance with the applicable procedures of the PUD provisions of the City's Zoning Ordinance. Such amendment or termination shall be evidenced by the recording of an amendment or termination of this Agreement with the Oakland County Register of Deeds. The parties agree and acknowledge that for purposes of the PUD provisions of the Zoning Ordinance, the Development shall be considered to have commenced upon bona fide development of the Property. Because the City is the seller of its portion of the Property, as well as the approving body under the PUD provisions of the Zoning Ordinance, the requirements and obligations of Developer set forth herein shall be considered to be in the nature of deed and/or use restrictions.

- j. Developer has negotiated with the City the terms of the PUD Plan, the PUD Conditions, and this Agreement, and such documentation represents the product of the joint efforts and mutual agreements of the Parties. Developer fully accepts and agrees to the final terms, conditions, requirements and obligations of the PUD Plan and PUD Agreement, and Developer shall not be permitted in the future to claim that the effect of the PUD Plan and PUD Agreement results in an unreasonable limitation upon uses of all or a portion of the Property, or claim that enforcement of the PUD Plan and PUD Agreement causes an inverse condemnation, other condemnation or taking of all or any portion of the Property. Developer and the City 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. Developer specifically has offered and agreed to proceed with the Undertakings, the PUD Conditions, and any other 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 Developer, all of which Undertakings, PUD Conditions, and other obligations Developer and the City 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 City and Developer, as authorized under applicable City ordinances and the Michigan Zoning Enabling Act, MCL 125.3101, *et seq.*, as amended.

Developer further agrees and acknowledges 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 PUD Plan, and are, without exception, clearly and substantially related to the City's legitimate interests in protecting the public health, safety and general welfare.

- k. Developer acknowledges that, at the time of the execution of this Agreement, Developer has not yet obtained final site plan or engineering approvals for the Property. Developer acknowledges that the Planning Commission and City engineering staff/consultants may impose additional conditions other than those contained in this Agreement during site plan and engineering reviews and approvals as authorized by law; provided, however, that any such additional conditions shall not be inconsistent with the PUD Plan and this Agreement and shall not change or eliminate any development right authorized thereby. Such conditions shall be incorporated into and made a part of this Agreement.
- l. None of the terms or provisions of this Agreement shall be deemed to create a partnership or joint venture between the Parties.
- m. The Recitations 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. Headings are descriptive only.
- n. This Agreement is 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 site plan approvals as stated above.
- o. 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 expressly disclaim any such acts or actions, particularly in view of the integration of this Agreement.

- p. Where there is a question with regard to applicable regulations for a particular aspect of the development, construction and use of all or any portion of the Property, or with regard to clarification, interpretation, or definition of terms or regulations, and there are no express provisions of the PUD Plan and this Agreement which apply, the City, in the reasonable exercise of its discretion, shall determine the regulations of the City's Zoning Ordinance, as such 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 Plan and this Agreement and does not delay, change or eliminate any development rights authorized by the PUD Plan and this Agreement. In the event of a conflict or inconsistency between two or more provisions of the PUD Plan (including notes thereto) and/or this Agreement, the more restrictive provision, as determined in the reasonable discretion of the City, shall apply.
- q. The Parties acknowledge and agree that they have had the opportunity to have the PUD Plan and this Agreement reviewed by legal counsel.
- r. This Agreement may be signed in counterparts.

[signatures on following pages]

DEVELOPER:

ROBERTSON HILLSIDE TOWNES, LLC,

a Michigan limited liability company

By: **ROBERTSON BROTHERS CO.,**

a Michigan corporation

Its: Manager

By: Darien Neubecker

Its: Chief Operating Officer

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

On this ____ day of _____, 2023, before me appeared Darien Neubecker, Chief Operating Officer of Robertson Brothers Co., as Manager of Robertson Hillside Townes, LLC, on behalf of the company.

Notary Public

_____ County

Acting in _____ County

My commission expires: _____

{Signatures continue on following page}

CITY OF FARMINGTON

By: Sara Bowman
Its: Mayor

By: Mary Mullison
Its: Clerk

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

On this ____ day of _____, 2023, before me appeared **Sara Bowman** and **Mary Mullison**, who stated that they had signed this document of their own free will on behalf of the **City of Farmington** in their respective official capacities, as stated above.

Notary Public
_____ County
Acting in _____ County
My commission expires: _____

Drafted by:

Thomas R. Schultz
Rosati, Schultz, Joppich & Amtsbuechler, PC
27555 Executive Drive, Suite 250
Farmington Hills, MI 48331-5627

When recorded return to:

Mary Mullison, Clerk
City of Farmington
23600 Liberty Street
Farmington, MI 48335

Owner / Developer

ROBERTSON BROTHERS HOMES
6905 Telegraph Road
Bloomfield Hills, MI 48301
Tel. (248) 282-1428

CONTACT: Tim Loughrin

Civil Engineer

NOWAK & FRAUS ENGINEERS
46777 Woodward Ave.
Pontiac, MI 48342-5032
Tel. (248) 332-7931
Fax. (248) 332-8257

CONTACT: Brad W. Brickel, P.E.

Landscape Architect

LAND DESIGN STUDIO
750 Forest Ave., Suite 101
Birmingham, MI 48009
Tel. (248) 594-3220

CONTACT: Tad Krear

City of Farmington, Oakland County, Michigan SITE PLAN DOCUMENTS Prepared For Robertson Brothers Homes

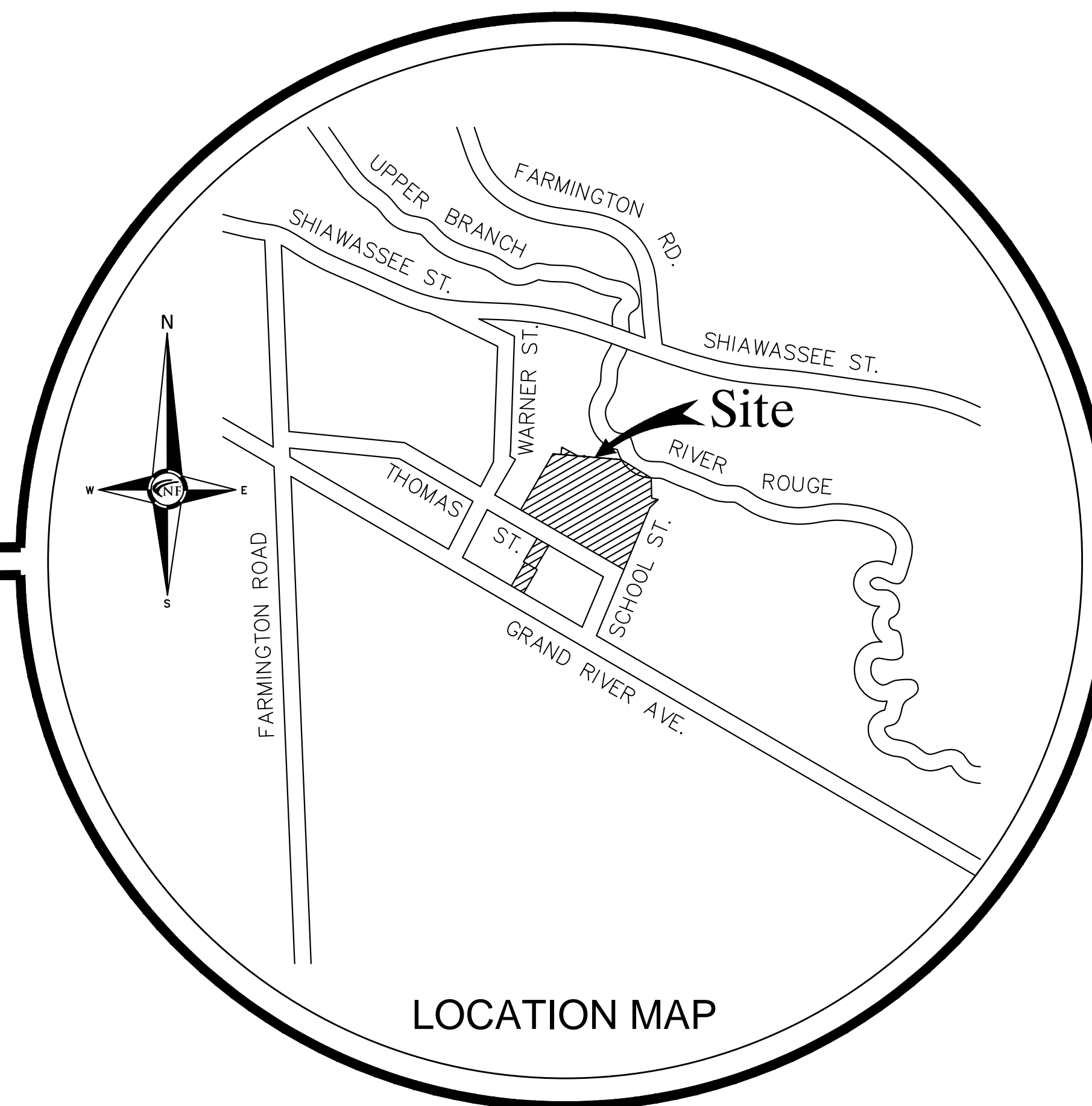
PART OF THE NW 1/4 OF SECTION 27, T.1N., R.9E.,
CITY OF FARMINGTON,
OAKLAND COUNTY, MICHIGAN

SHEET INDEX

- C00 Cover Sheet
- C01 ALTA/NSPS Land Title/ Topographic/ Tree Survey
- C02 Cross Sections A & B
- C03 Cross Sections C & D
- C04 Survey Notes-Tree List
- C05 Site Plan
- C06 Aerial Vicinity Plan
- C07 Fire Truck Turning Plan
- C08 Garbage Truck Turning Plan
- C09 Paving & Grading Plan (1 of 2)
- C10 Paving & Grading Plan (2 of 2)
- C11 Calculation, Notes & Details Plan

- L-1 Conceptual Landscape Plan
- L-2 Conceptual Promenade Plan
- L-3 Conceptual Linear Park Plan & Details
- L-4 Landscape Details and Notes

- 1 of 1 Site Photometric Plan
- 1 of 1 Park Area Photometric Plan



LOCATION MAP

LEGAL DESCRIPTION - PER TITLE COMMITMENT

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

PARCEL 1:
LOT 2, BLOCK 8, OF AMENDED PLAT OF LOTS 21, 22, 23 AND 24 OF BLOCK 6, LOTS 31, 32, 33 AND 34 OF BLOCK 4, LOTS 35 AND 36 OF BLOCK 5, VACATED THIRD STREET AND VACATED PART OF CASS STREET OF "PLAT OF DAVIS ADDITION TO THE VILLAGE OF FARMINGTON", ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 297 OF PLATS, PAGES 19 AND 20, OAKLAND COUNTY RECORDS.

PARCEL 2:
PART OF LOT 5, OF ASSESSOR'S PLAT NO. 3, ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 54 OF PLATS, PAGE 7, OAKLAND COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF LOT 2, BLOCK 8 OF "AMENDED PLAT OF LOTS 21, 22, 23 AND 24 OF BLOCK 6, LOTS 31, 32, 33 AND 34 OF BLOCK 4, LOTS 35 AND 35 OF BLOCK 5, VACATED THIRD STREET AND VACATED PART OF CASS STREET OF PLAT OF DAVIS ADDITION TO THE VILLAGE OF FARMINGTON", ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 297 OF PLATS, PAGES 19 AND 20, OAKLAND COUNTY RECORDS; THENCE SOUTH 87 DEGREES 12 MINUTES 02 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 2, BLOCK 8, 39.20 FEET TO THE POINT OF BEGINNING, ALSO BEING THE SOUTHWEST CORNER OF SAID LOT 5; THENCE NORTH 03 DEGREES 45 MINUTES 48 SECONDS EAST ALONG THE WEST LINE OF SAID LOT 5, 36.74 FEET; THENCE SOUTH 63 DEGREES 19 MINUTES 21 SECONDS EAST, 90.75 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 2, BLOCK 8; THENCE NORTH 87 DEGREES 12 MINUTES 02 SECONDS WEST, ALONG SAID NORTH LINE OF LOT 2, BLOCK 8, 83.60 FEET TO THE POINT OF BEGINNING.

PARCEL 4:
THE NORTH 90 FEET OF LOT 15, BLOCK 3, EXCEPT THE EAST 5.75 FEET, OF PLAT OF DAVIS' ADDITION TO VILLAGE (NOW CITY) OF FARMINGTON, ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 2 OF PLATS, PAGE 36, OAKLAND COUNTY RECORDS.

PARCEL 5:
THE EAST 47 FEET OF THE SOUTH 110 FEET OF LOT 15, BLOCK 3, OF PLAT OF DAVIS' ADDITION TO VILLAGE (NOW CITY) OF FARMINGTON, ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 2 OF PLATS, PAGE 36, OAKLAND COUNTY RECORDS.

TAX ITEM NUMBER: 23-27-152-019, AS TO PARCEL 1
VACANT, FARMINGTON, MI 48336

TAX ITEM NUMBER: 23-27-152-017, AS TO PARCEL 2
VACANT, FARMINGTON, MI 48336

TAX ITEM NUMBER: 23-27-154-004, AS TO PARCEL 4
ADDRESS: 33107 THOMAS STREET, FARMINGTON, MI 48336

TAX ITEM NUMBER: 23-27-154-008, AS TO PARCEL 5
ADDRESS: 33104 GRAND RIVER AVENUE, FARMINGTON, MI 48336

REVISIONS:
09-01-20 ISSUED FOR SITE PLAN REVIEW
05-15-23 REVISED PER SITE PLAN REVIEW

LIST OF DEVIATIONS

- REAR YARD SETBACK REQUIRED IS 25 FEET AND PROPOSED SETBACK IS 7.5 FEET.
- LOT LINE ABUTTING A RESIDENTIAL ZONE SETBACK REQUIRED IS 30 FEET AND PROPOSED SETBACK IS 7.5 FEET.

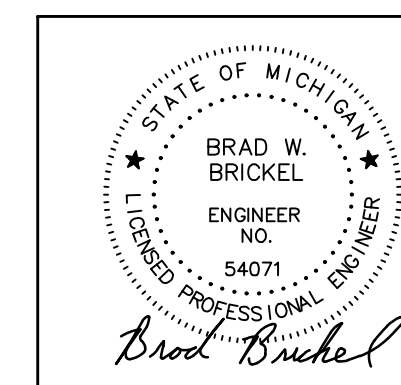
Project Name

Hillside Townes



NOT FOR
CONSTRUCTION

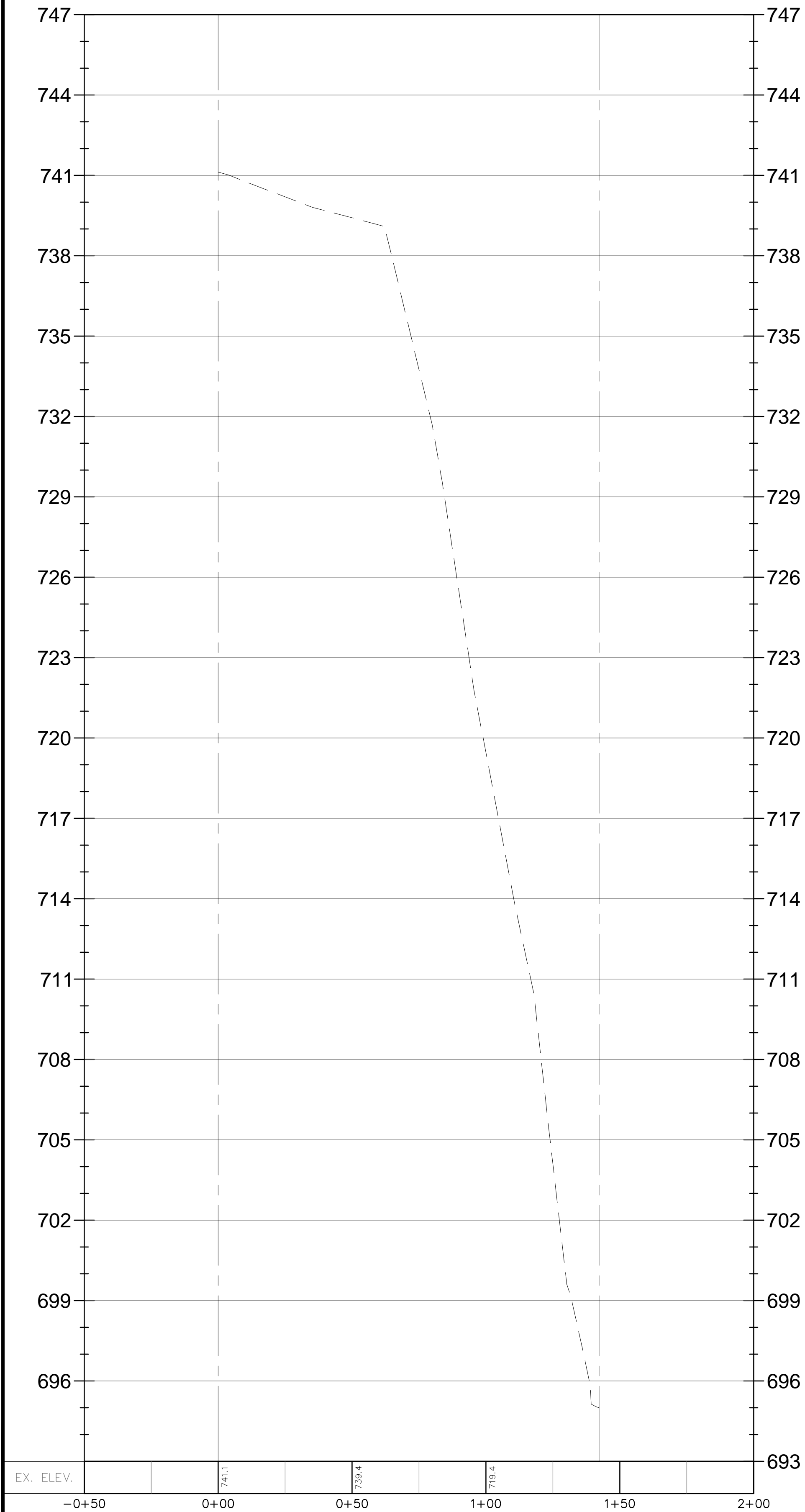
N & F JOB #H900-04



CIVIL ENGINEERS
LAND SURVEYORS
LAND PLANNERS

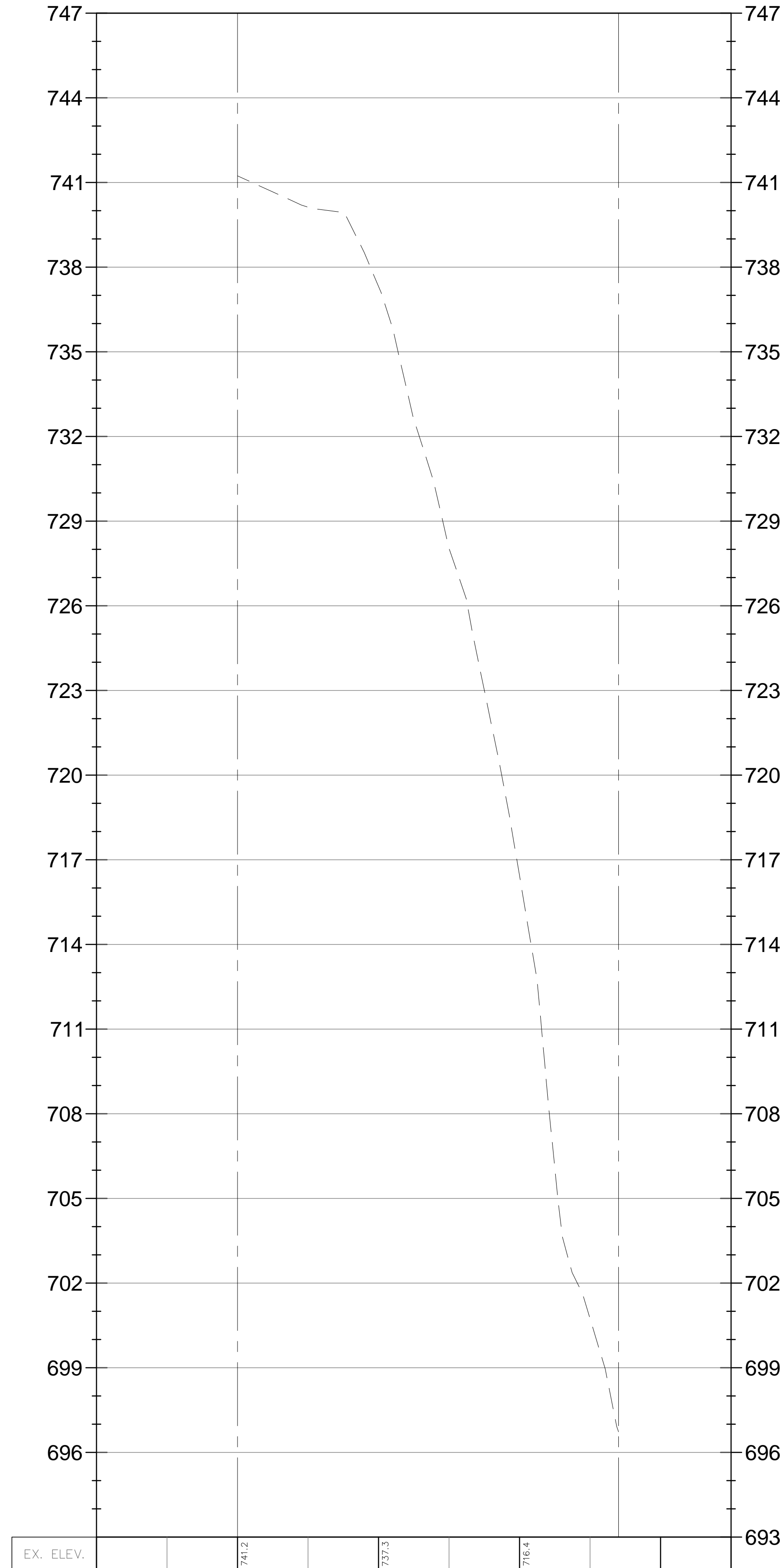
NOWAK & FRAUS ENGINEERS
46777 WOODWARD AVE.
PONTIAC, MI 48342-5032
TEL. (248) 332-7931
FAX. (248) 332-8257
WWW.NOWAKFRAUS.COM

Profile View of Section A-A

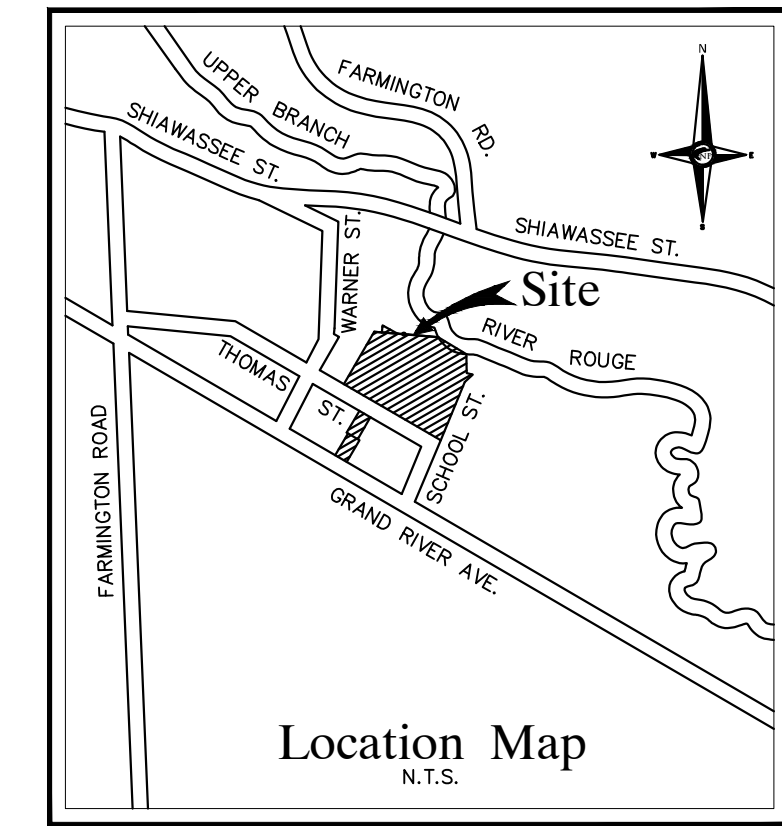


(Station -0+50.00 - 2+00.00)

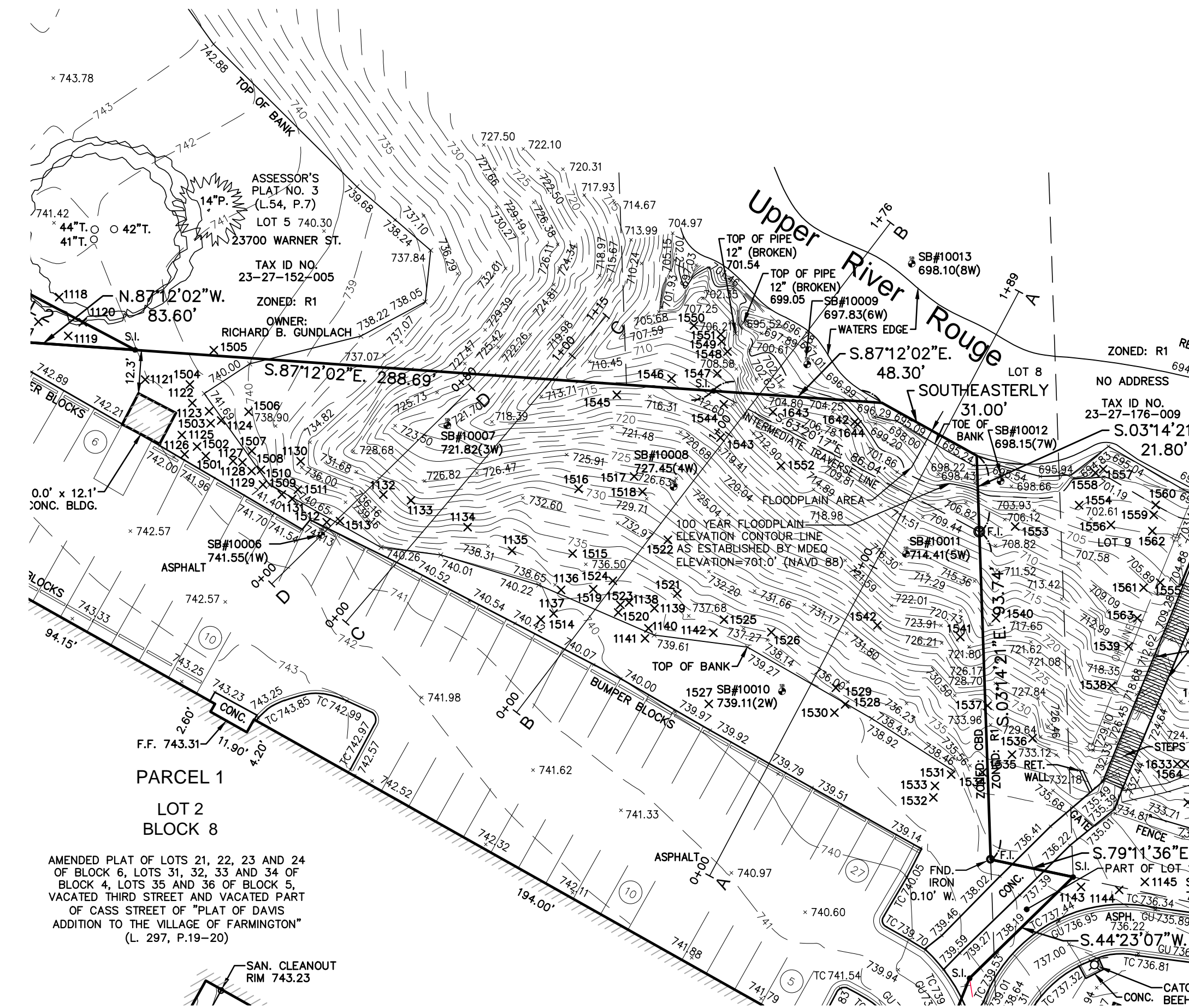
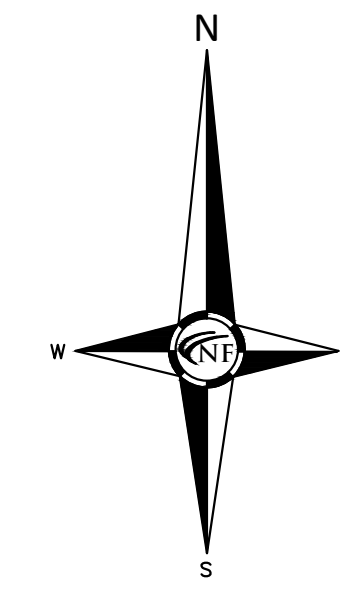
Profile View of Section B-B



(Station -0+50.00 - 1+75.00)



NF
ENGINEERS
CIVIL ENGINEERS
LAND SURVEYORS
LAND PLANNERS
NOWAK & FRAUS ENGINEERS
46777 WOODWARD AVE.
PONTIAC, MI 48342-5032
TEL. (248) 332-7931
FAX. (248) 332-8257
WWW.NFE-ENGR.COM



SEAL

PROJECT
Maxfield Training Site
33000 Thomas Street
Farmington, MI 48336

CLIENT
Robertson Brothers Homes
6905 Telegraph Road
Bloomfield Hills, MI 48301

Contact: Tim Loughrin
Phone: 248.282.1428
Email:
toughrin@robertsonhomes.com

PROJECT LOCATION
Part of the NW 1/4
of Section 27
T. 1N., R. 9E.
City of Farmington,
Oakland County, Michigan

SHEET
Cross Sections A & B

811
Know what's below
Call before you dig.

DATE	ISSUED/REVISED
06-30-21	SURVEY ISSUED
07-13-21	SURVEY REVISED
10-21-21	ALTA SURVEY ISSUED
11-29-21	ADDITIONAL TOPO NEAR RIVER
12-22-21	EXTRA TOPO NEAR RIVER
01-11-22	SOIL BORINGS ADDED
07-05-22	TREE SURVEY ADDED
05-15-23	REVISED PER SITE PLAN REVIEW

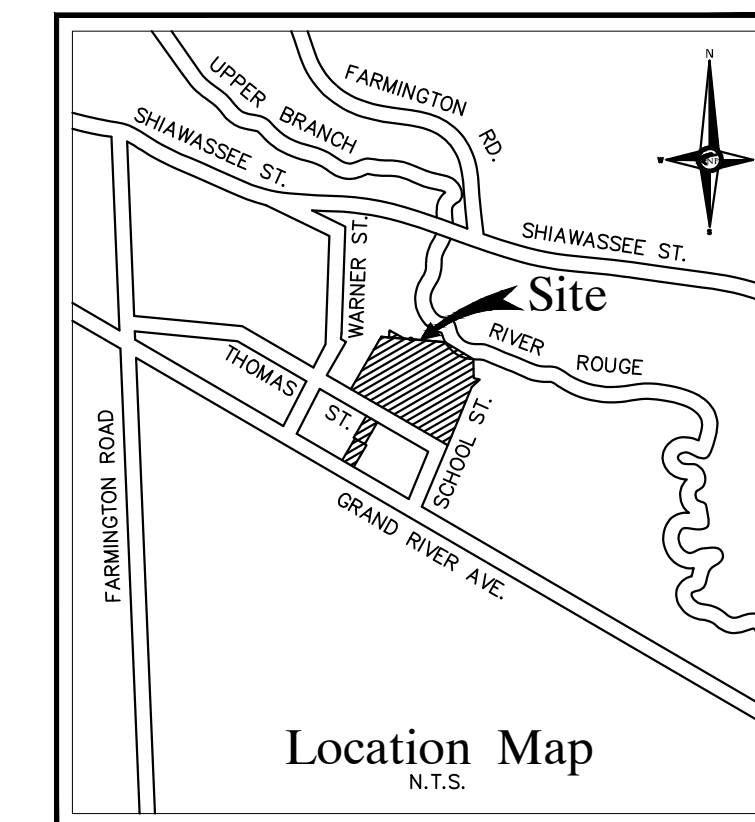
DRAWN BY:
M. Carnaghi
DESIGNED BY:

APPROVED BY:
K. Navaroli
DATE:
July 13, 2021

SCALE: 1" = 30'
30 15 0 15 30 45

NFE JOB NO. SHEET NO.
H900-04 C02

NOT FOR
CONSTRUCTION



SEAL

PROJECT
Maxfield Training Site
33000 Thomas Street
Farmington, MI 48336

CLIENT
Robertson Brothers Homes
6905 Telegraph Road
Bloomfield Hills, MI 48301

Contact: Tim Loughrin
Phone: 248.282.1428
Email:
toughrin@robertsonhomes.com

PROJECT LOCATION
Part of the NW 1/4
of Section 27
T. 1N., R. 9E.
City of Farmington,
Oakland County, Michigan

SHEET
Cross Sections C & D



Know what's below
Call before you dig.

DATE	ISSUED/REVISED
06-30-21	SURVEY ISSUED
07-13-21	SURVEY REVISED
10-21-21	ALTA SURVEY ISSUED
11-29-21	ADDITIONAL TOPO NEAR RIVER
12-22-21	EXTRA TOPO NEAR RIVER
01-11-22	SOIL BORINGS ADDED
07-05-22	TREE SURVEY ADDED
05-15-23	REVISED PER SITE PLAN REVIEW

DRAWN BY:
M. Carnaghi

DESIGNED BY:

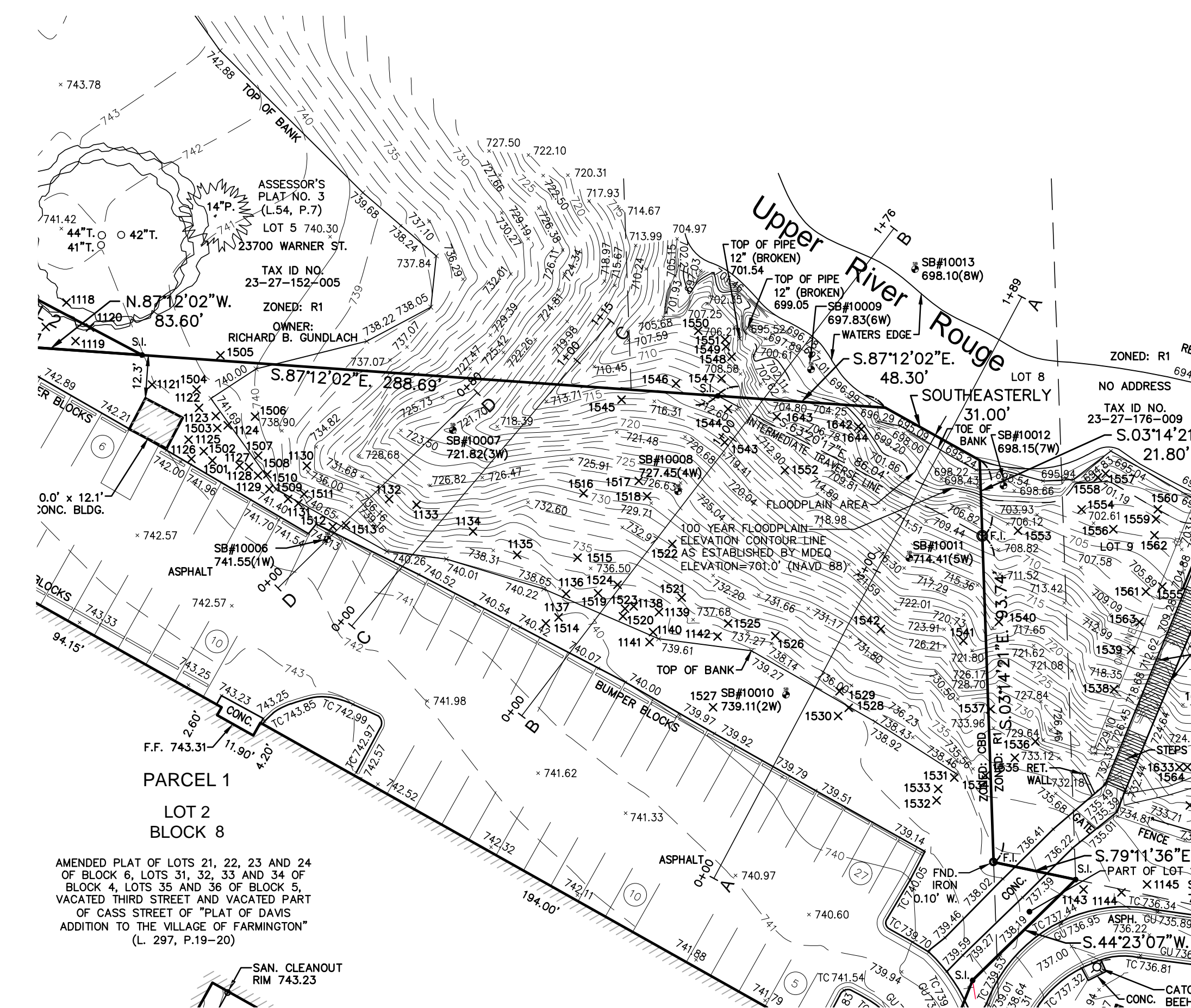
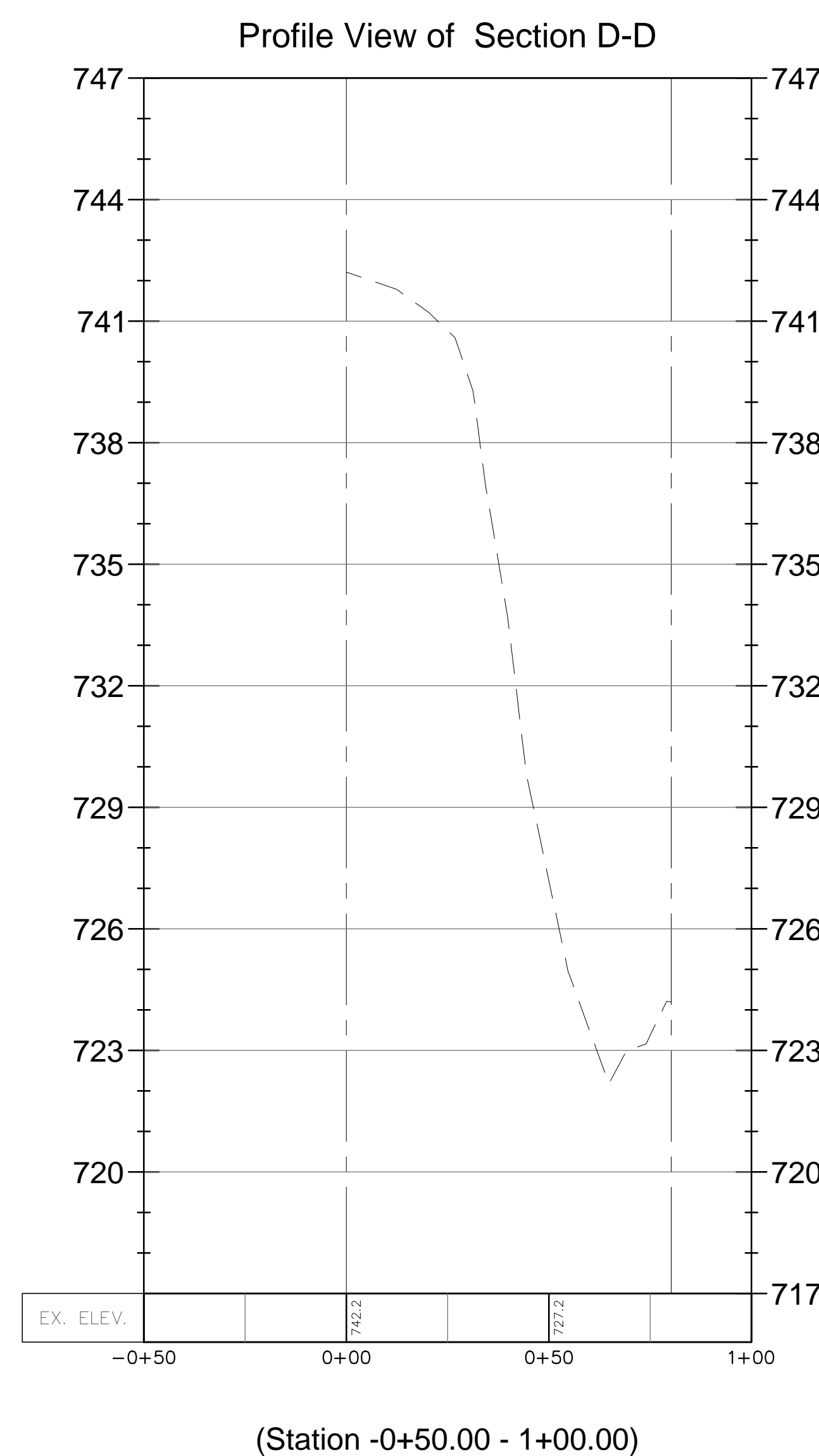
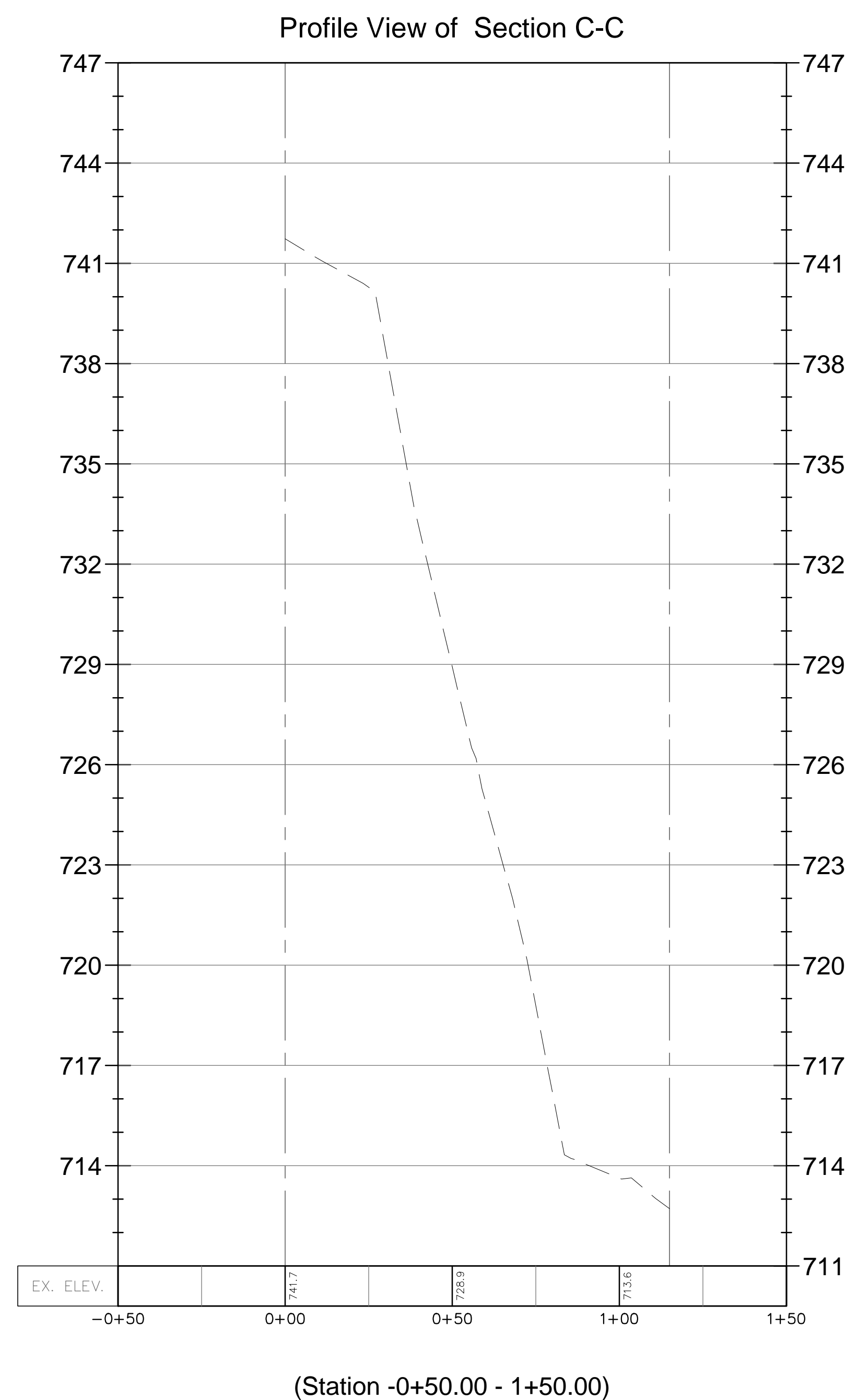
APPROVED BY:
K. Navaroli

DATE:
July 13, 2021

SCALE: 1" = 30'

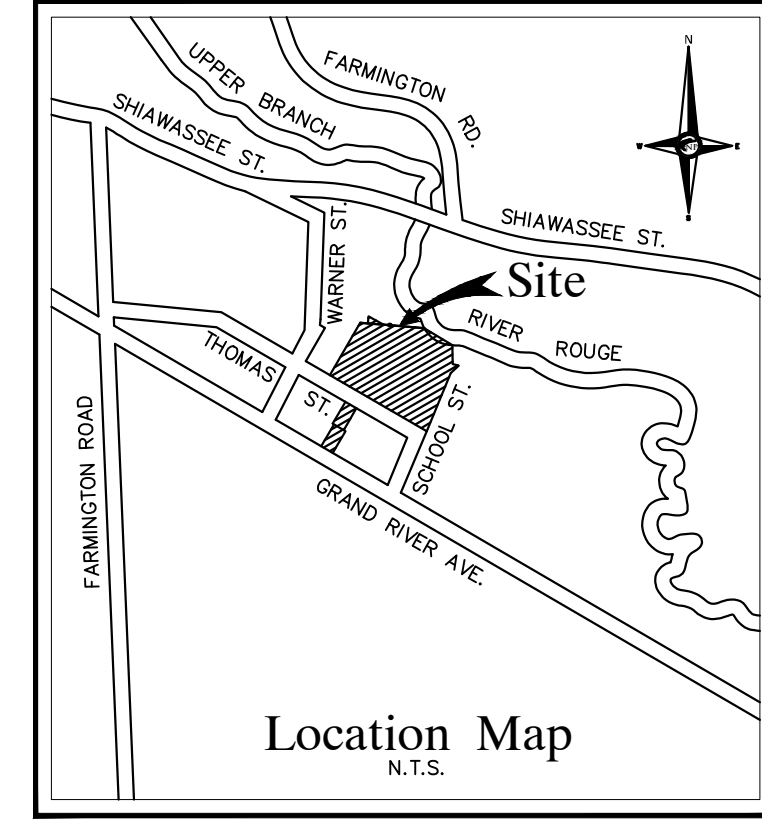
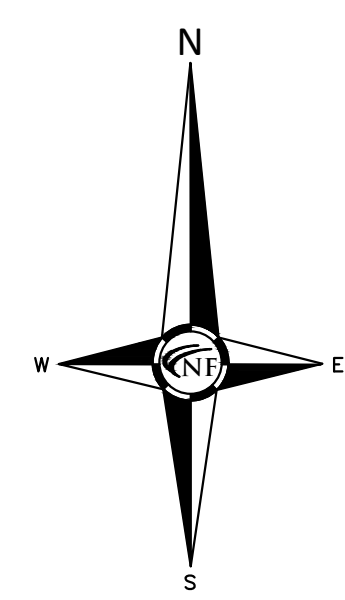
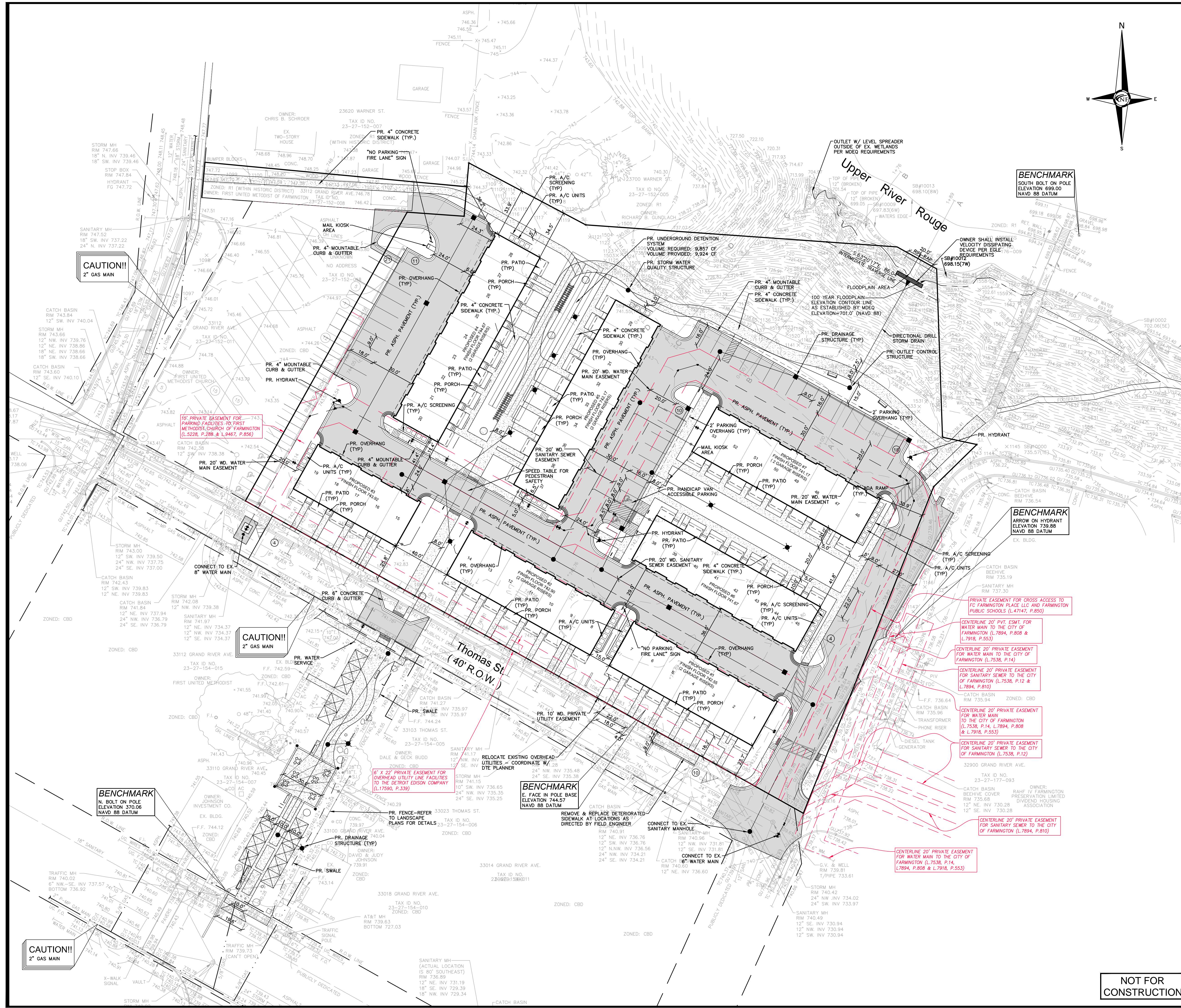
NFE JOB NO.
H900-04

SHEET NO.
C03



NOT FOR
CONSTRUCTION

ID	Latitude	Longitude	Tree Tag #	Common Name	Scientific Name	#DBH	DBH	DBH2	Condition	Assessment	Justification	Inspect	Notes	GPS Date	GNSS Height	Vert Prec	Horz Prec	Northing	Easting	Max PO2
1	42.46489	-83.37343	1501	Siberian Elm	Ulmus pumila	11.1	0.0		Good	N	NA	NA		6/24/2022	637.371		1.1	35221.3	13391621.3	3
2	42.46489	-83.37345	1502	American Elm	Ulmus americana	13.6	0.0		Good	N	NA	NA		6/24/2022	641.169		1.4	35226.6	13391607.4	3
3	42.46492	-83.37343	1503	Siberian Elm	Ulmus pumila	13.4	0.0		Fair	Structure	Deadwood (DW)	NA		6/24/2022	639.63		2.4	35227.6	13391621.3	6.1
4	42.46495	-83.37342	1504	Box Elder	Acer negundo	10.1	0.0		Fair	Structure	Leaner (LE)	Roots		6/24/2022	648.88		5.6	35228.7	13391613.6	3.6
5	42.46498	-83.3734	1505	Acer platanoides	Acer platanoides	1.6	0.0		Fair	Structure	Root Plate (RP)	Roots	Root plate eroding on steep slope	6/24/2022	655.975		1.7	35235.8	13391621.3	1.5
6	42.46493	-83.37326	1506	Black Walnut	Juglans nigra	12.3	0.0		Good	Structure	Leaner (LE)	Stem		6/24/2022	649.014		2.3	35230.9	13391631.2	3.2
7	42.46489	-83.37328	1507	Box Elder	Acer negundo	1.6	0.0		Good	Structure	Leaner (LE)	Stem		6/24/2022	657.343		2.1	35215.6	13391625.5	3
8	42.46488	-83.37325	1508	Siberian Elm	Ulmus pumila	13.6	0.0		Fair	Structure	Leaner (LE)	Stem		6/24/2022	641.506		2.3	35224.3	13391635.6	4.7
9	42.46486	-83.37328	1509	Box Elder	Acer negundo	6.3	0.0		Fair	Structure	Leaner (LE)	Stem		6/24/2022	641.507		1.7	35237.9	13391641.2	2.8
10	42.46487	-83.37324	1510	Norway Maple	Ulmus americana	13.1	0.0		Fair	Structure	Root Plate (RP)	Roots	Root plate eroding on steep slope	6/24/2022	655.581		4.3	35210.1	13391636.2	3.9
11	42.46487	-83.37321	1511	American Elm	Ulmus americana	1.6	0.0		Good	N	NA	NA		6/24/2022	640.308		1.6	35208.6	13391642.2	3.4
12	42.46487	-83.37329	1512	American Elm	Ulmus americana	12.8	0.0		Fair	Structure	Stem crack (SC)	Stem		6/24/2022	659.954		3	35219.5	13391652.2	21.2
13	42.46484	-83.37326	1513	American Elm	Ulmus americana	1.2	0.0		Fair	Structure	Root Plate (RP)	Roots	Root plate eroding on steep slope	6/24/2022	651.959		2.9	35219.2	13391659.1	8.8
14	42.46476	-83.37305	1514	Bur Oak	Quercus macrocarpa	1.9	0.0		Good	N	NA	NA		6/24/2022	644.548		2.1	35317.4	13391715.7	14.2
15	42.46481	-83.37302	1515	Black Walnut	Juglans nigra	1.8	0.0		Good	N	NA	NA		6/24/2022	629.726		1.8	35319.3	13391724.8	3.2
16	42.46487	-83.37301	1516	Norway Maple	Acer platanoides	1.8	0.0		Fair	Structure	Root Plate (RP)	Roots	Root plate eroding on steep slope	6/24/2022	632.229		2.2	35202.8	13391726.5	3.6
17	42.46487	-83.37319	1517	Sugar Maple	Acer saccharum	1.8	0.0		Fair	Structure	N	NA		6/24/2022	644.838		1.7	35312.4	13391744.1	8.8
18	42.46486	-83.37314	1518	Sugar Maple	Acer saccharum	1.5	0.0		Good	N	NA	NA		6/24/2022	629.455		5.4	35208.7	13391744.8	2.9
19	42.46479	-83.3731	1519	Black Walnut	Juglans nigra	1.8	0.0		Good	N	NA	NA		6/24/2022	640.24		2.9	35318.1	13391730.7	2.8
20	42.46477	-83.37319	1520	Sugar Maple	Acer saccharum	1.7	0.0		Good	N	NA	NA		6/24/2022	642.516		4.4	35317.5	13391737.8	14.3
21	42.46479	-83.37314	1521	Freeman Maple	Acer fraxinifolius	1.6	0.0		Good	N	NA	NA		6/24/2022	626.053		2.9	35319.2	13391764.7	2.9
22	42.46482	-83.37312	1522	Sugar Maple	Acer saccharum	1.7	0.0		Good	N	NA	NA		6/24/2022	635.127		1.5	35314.3	13391752	3.7
23	42.46477	-83.37319	1523	Sugar Maple	Acer saccharum	1.6	0.0		Good	N	NA	NA		6/24/2022	628.706		1.9	35317.5	13391738.4	3
24	42.46479	-83.37318	1524	Sugar Maple	Acer saccharum	11.1	0.0		Good	N	NA	NA		6/24/2022	632.94		2.5	35312.5	13391738.3	2.9
25	42.46479	-83.37316	1525	Sugar Maple	Acer saccharum	1.6	0.0		Good	N	NA	NA		6/24/2022	637.163		1.7	35312.4	13391746.1	2.5
26	42.46475	-83.37311	1526	Sugar Maple	Acer saccharum	1.6	0.0		Good	N	NA	NA		6/24/2022	634.466		2.6	35317.8	13391761.6	8.1
27	42.4647	-83.37317	1527	Sugar Maple	Acer saccharum	1.9	0.0		Good	N	NA	NA		6/24/2022	666.86		3.4	35314.7	13391761.8	2.8
28	42.46469	-83.37319	1528	Black Walnut	Juglans nigra	1.2	0.0		Good	N	NA	NA		6/24/2022	622.988		2.2	35317.7	13391802.7	2.9
29	42.46471	-83.37314	1529	Black Walnut	Juglans nigra	1.7	0.0		Fair	Structure	Leaner (LE)	Stem		6/24/2022	629.702		1.1	35319.9	13391801.1	2.8
30	42.46469	-83.37314	1530	Norway Maple	Acer saccharum	1.7	0.0		Good	N	NA	NA		6/24/2022	640.73		2.2	35314.8	13391799.7	2.8
31	42.46475	-83.37312	1531	Norway Maple	Acer platanoides	1.7	0.0		Good	N	NA	NA		6/24/2022	634.755		4.7	35312.7	13391831.1	3.2
32	42.46462	-83.37319	1532	Norway Maple	Acer platanoides	1.6	0.0		Good	N	NA	NA		6/24/2022	640.972		3.1	35317.9	13391829.1	4.5
33	42.46463	-83.37314	1533	Norway Maple	Acer platanoides	1.6	0.0		Good	N	NA	NA		6/24/2022	628.556		6.7	35312.9	13391828.4	3.2
34	42.46463	-83.37319	1534	Norway Maple	Acer platanoides	1.7	0.0		Good	N	NA	NA		6/24/2022	644.54		4.3	35312.7	13391842	3.4
35	42.46465	-83.37315	1535	Sugar Maple	Acer saccharum	11.0	0.0		Good	N	NA	NA		6/24/2022	632.321		2	35312.8	13391850.5	2.8
36	42.4647	-83.37315	1536	Sugar Maple	Acer saccharum	6.1	0.0		Good	N	NA	NA		6/24/2022	630.151		2.7	35317.5	13391861.4	3.4
37	42.46471	-83.37318	1537	Sugar Maple	Acer saccharum	1.6	0.0		Fair	Structure	Root Plate (RP)	Roots	Root plate eroding on steep slope	6/24/2022	632.567		3.5	35316.8	13391845.5	3.7
38	42.46473	-83.37319	1538	Sugar Maple	Acer saccharum	1.4	0.0		Good	N	NA	NA		6/24/2022	630.523		3.1	35316.2	13391867.3	18.7
39	42.46475	-83.37319	1539	Sugar Maple	Acer saccharum	1.8	0.0		Fair	Structure	Root Plate (RP)	Roots	Root plate eroding on steep slope	6/24/2022	615.86		2.1	35318.6	13391866.2	3.5
40	42.46469	-83.37318	1540	Norway Maple	Acer platanoides	1.5	0.0		Fair	Structure	Root Plate (RP)	Roots	Root plate eroding on steep slope	6/24/2022	629.472		4.8	35319.9	13391769.1	8.1
41	42.46475	-83.37316	1541	Sugar Maple	Acer saccharum	1.8	0.0		Fair	Structure	Root Plate (RP)	Roots	Root plate eroding on steep slope	6/24/2022	630.978		5.2	35316.5	13391855.7	10.6
42	42.46476	-83.37317	1542	Sugar Maple	Acer saccharum	1.6	0.0		Good	N	NA	NA		6/24/2022	643.122		2.8	35316.8	13391812.2	4.4
43	42.46469	-83.37316	1543	Norway Maple	Acer platanoides	1.7	0.0		Fair	Structure	Root Plate (RP)	Roots	Root plate eroding on steep slope	6/24/2022	647.134		7.6	35322.5	13391767.1	3.3
44	42.46469	-83.37318	1544	Norway Maple	Acer platanoides	1.9	0.0		Fair	Structure	Root Plate (RP)	Roots	Root plate eroding on steep slope	6/24/2022	629.143		2.7	35319.8	13391768.1	2.5
45	42.46464	-83.37317	1545	Norway Maple	Acer platanoides	1.1	0.0		Good	N	NA	NA		6/24/2022	626.725		5.6	35325.7	13391737.5	8.4
46	42.46495	-83.37316	1546	Sugar Maple	Acer saccharum	1.7	0.0		Good	N	NA	NA		6/24/2022	619.125		2.7	35324.0	13391753.1	4.9
47	42.46495	-83.37316	1547	Sugar Maple	Acer saccharum	1.6	0.0		Good	N	NA	NA		6/24/2022	603.617		2.1	35324.8	13391766.2	4.8
48	42.46497	-83.37316	1548	Norway Maple	Acer platanoides	1.6	0.0		Fair	Structure	Root Plate (RP)	Roots	Root plate eroding on steep slope	6/24/2022	612.545		2.2	35320.8	13391769.1	8.1
49	42.46498	-83.37316	1549	Norway Maple	Acer platanoides	1.6	0.0		Good	N	NA	NA		6/24/2022	621.545		4.2	35325.1	13391767.4	5.2
50	42.46499	-83.37318	1550	Bur Oak	Quercus macrocarpa	1.8	0.0		Fair	Structure	Root Plate (RP)	Roots	Root plate eroding on steep slope	6/24/2022	601.407		5.9	35325.5	13391795.5	5.5
51	42.46499	-83.37318	1551	Sugar Maple	Acer saccharum	1.7	0.0		Good	N	NA	NA		6/24/2022	613.538		5.1	35325.1	13391767.2	5.5
52	42.46468	-83.37318	1552	Norway Maple	Acer platanoides	1.6	0.0		Fair	Structure	Root Plate (RP)	Roots	Root plate eroding on steep slope	6/24/2022	625.764		1.1	35320.8	13391768.1	8.1
53	42.46483	-83.37315	1553	Norway Maple	Acer platanoides	1.8	0.0		Good	N	NA	NA		6/24/2022	613.583		5.5	35319.8	13391854.4	3.5
54	42.46485	-83.37318	1554	Norway Maple	Acer platanoides	1.6	0.0		Good	N	NA	NA		6/24/2022	610.728		2.3	35324.0	13391806.6	3.5
55	42.46483	-83.37314	1555	Bur Oak	Quercus macrocarpa	1.6	0.0		Good	N	NA	NA		6/24/2022	632.942		4.5	35318.4	13391881.4	11.8
56	42.46483	-83.37314	1556	Cottonwood	Populus deltoides	1.6	0.0		Good	N	NA	NA		6/24/2022	636.42		4.4	35319.2	13391881.4	11.8
57	42.46488	-83.37315	1557	Box Elder	Acer negundo	1.9	0.0		Good	N	NA	NA		6/24/2022	597.218		3.7	35324.5	13391876.6	5.4
58	42.46487	-83.37316	1558	Cottonwood	Populus deltoides	1.4	0.0		Fair	Structure	Root Plate (RP)	Roots	Root plate eroding on steep slope	6/24/2022	592.873		5.2	35321.4	13391874.3	3.2
59	42.46485	-83.37318	1559	Sugar Maple	Acer saccharum	1.9	0.0		Good	N	NA	NA		6/24/2022	601.383		2.3	35320.9	13391895.7	2.9
60	42.46485	-83.37318	1560	Black Walnut	Juglans nigra	1.7	0.0		Good	N	NA	NA		6/24/2022	629.857		4.6	35320.6	13391895.7	4.5
61	42.4648	-83.37315	1561	Black Walnut	Juglans nigra	1.9	0.0		Good	N	NA	NA		6/24/2022	615.943		4.8	35318.5	13391876.6	4.7
62	42.46483	-83.37314	1562	Sugar Maple	Acer saccharum	1.6	0.0		Good	N	NA	NA		6/24/2022	599.959		5.7	35319.8	13391890.6	5.6
63	42.46476	-83.37319	1563	Sugar Maple	Acer saccharum	1.9	0.0		Fair	Structure	Leaner (LE)	Stem		6/24/2022	612.521		3	35317.2	13391866.6	5.4
64	42.46483	-83.37314	1564	Sugar Maple	Acer saccharum	1.2	0.0		Good	N	NA	NA		6/24/2022	620.386		5.5	35319.9	13391866.6	5.4
65	42.46463	-83.37313	1565	Siberian Elm	Ulmus pumila	1.4	0.0		Good	N	NA	NA		6/24/2022	624.255		2.2	35312.3	13391912.4	2.8
66																				



NF ENGINEERS
 CIVIL ENGINEERS
 LAND SURVEYORS
 LAND PLANNERS

NOWAK & FRAUS ENGINEERS
 46777 WOODWARD AVE.
 PONTIAC, MI 48342-5032
 TEL. (248) 332-7931
 FAX. (248) 332-8257
 WWW.NOWAKFRAUS.COM

NOTES
 REFER TO SHEETS C09-C10 FOR DETAIL SITE GRADING (TYP)
 REFER TO SHEET C11 FOR NOTES AND DETAILS.

NOTE
 ALL DRIVE ISLES ARE A MINIMUM OF 22' WDE.

CONSTRUCTION NOTE
 NO CONSTRUCTION TRAFFIC WILL BE PERMITTED ON WARNER STREET DURING SITE CONSTRUCTION.

SANITARY NOTE
 THE DEVELOPER SHALL TELESEAL THE SANITARY SEWER DRAINAGE OF EXISTING CONNECTION.

GARBAGE NOTE
 TRASH PICK-UP SHALL BE DONE BY THE MUNICIPAL TRASH PROVIDED ON A WEEKLY BASIS. THE GARBAGE WILL BE STORED IN INDIVIDUAL INTERIOR TRASH BINS AND MOVED OUTSIDE OF GARBAGE ON DESIGNATED TRASH COLLECTION DAYS.

UTILITY NOTE
 CONTRACTOR TO EXPOSE FIBER/ ELECTRIC/ TELEPHONE CONDUIT PRIOR TO COMMENCING CONSTRUCTION. UTILITY OWNER TO BE PRESENT. CONTRACTOR SHALL NOTIFY CIVIL ENGINEER OR RECORD FOLLOWING EXPOSURE TO COORDINATE.

SITE DATA

SITE AREA:
 PARCEL 1: 128,908.20 SQUARE FEET OR 2.959 ACRES
 PARCEL 2: 1,332.32 SQUARE FEET OR 0.035 ACRES
 PARCEL 4: 3,982.50 SQUARE FEET OR 0.091 ACRES
 PARCEL 5: 5,170.00 SQUARE FEET OR 0.119 ACRES

ZONING:
 PARCEL 1: CBD, CENTRAL BUSINESS DISTRICT
 PARCEL 2: R1, SINGLE FAMILY RESIDENTIAL DISTRICT
 PARCEL 4: CBD, CENTRAL BUSINESS DISTRICT
 PARCEL 5: CBD, CENTRAL BUSINESS DISTRICT

PARKING SPACES:
 PARCEL 1: 100 SPACES, INCLUDING 6 BARRIER-FREE SPACES
 PARCEL 2: NONE
 PARCEL 4: NONE
 PARCEL 5: NONE

PARKING REQUIRED: 2 SPACES PER DWELLING UNIT
 *VISITOR PARKING SHALL BE DISTRIBUTED THROUGHOUT THE SITE AND IN ADDITION TO DRIVEWAYS OR RESIDENT ASSIGNED PARKING.

PARKING PROVIDED:
 GARAGE: 54 SPACES
 GUEST: 42 SPACES
 STREET: 15 SPACES
 PARKING DISTRIBUTION: 2.06 SPACES/ DU
 SHARED PARKING AVAILABLE WITH CHURCH

BUILDING SETBACKS (CENTRAL BUSINESS DISTRICT):
 FRONT: 3 FEET REQUIRED; 9' MIN. (TO DECK)
 SIDE: 20 FEET REQUIRED
 REAR: 30 FEET REQUIRED
 BUILDING SEPARATION: 15' MIN.

ROAD WIDTH: 24'
 ROAD LENGTH: 1,158 LF
 ROAD LENGTH PER UNIT: 21.44 LF/DU.

MAXIMUM BUILDING HEIGHT (CENTRAL BUSINESS DISTRICT):
 4 STORIES / 45 FEET

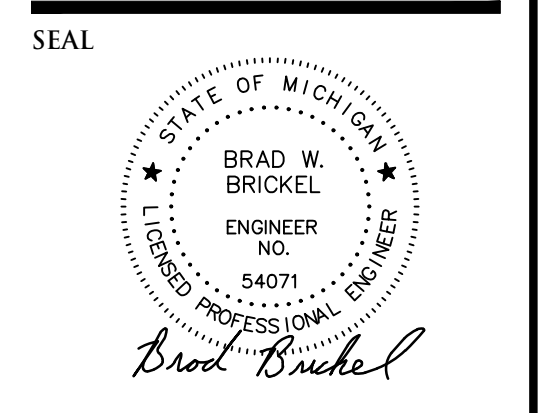
PAVING LEGEND

	PROPOSED CONCRETE PAVEMENT
	PROPOSED ASPHALT PAVEMENT

LEGEND

	MANHOLE		EXISTING SANITARY SEWER
	HYDRANT		SAN. CLEAN OUT
	MANHOLE CATCH BASIN		EXISTING WATER MAIN
	UTILITY POLE		EXISTING STORM SEWER
	GUY POLE		EX. R. Y. CATCH BASIN
	LIGHT POLE		EXISTING BURIED CABLES
	SIGN		OVERHEAD LINES
	EXISTING GAS MAIN		PR. SANITARY SEWER
	HYDRANT		PR. WATER MAIN
	INLET		PR. STORM SEWER
	PROPOSED LIGHT POLE		PR. R. Y. CATCH BASIN

NOT FOR CONSTRUCTION



PROJECT
 Hillside Townes
 33000 Thomas Street
 Farmington, MI 48336

CLIENT
 Robertson Brothers Homes
 6905 Telegraph Road
 Bloomfield Hills, MI 48301

Contact: Tim Loughrin
 Tel. (248) 282-1428
 Email: toughrin@robertsonhomes.com

PROJECT LOCATION
 Part of the NW 1/4 of Section 27
 T.1N, R.9E
 City of Farmington, Oakland, Michigan

SHEET
 Site Plan



DATE ISSUED/REVISED
 09-01-20 ISSUED FOR SITE PLAN REVIEW
 05-15-23 REVISED PER SITE PLAN REVIEW

DRAWN BY:
 J. Lawrey

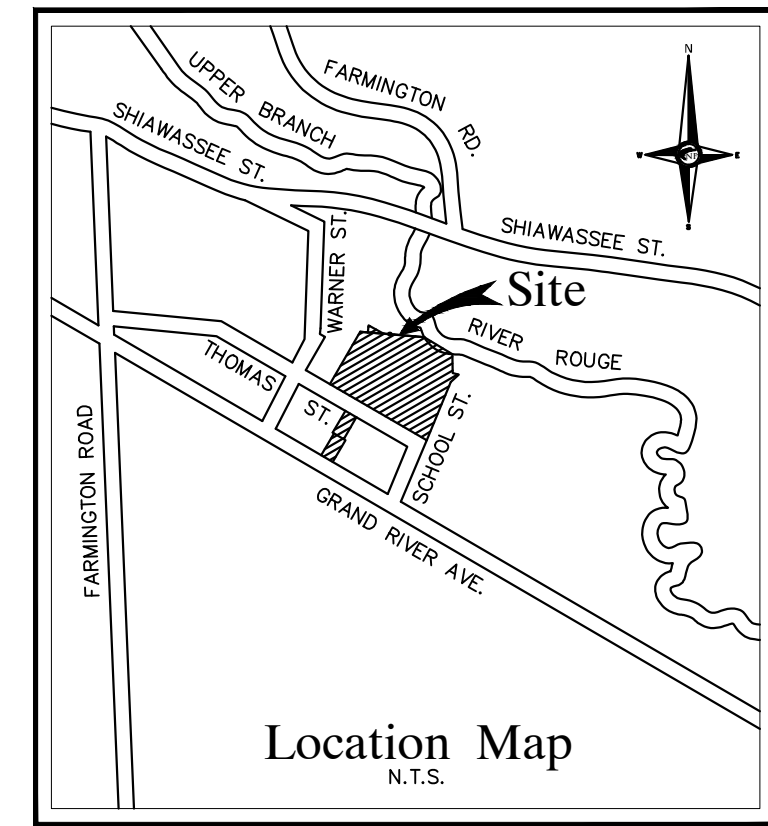
DESIGNED BY:
 B. Brickel

APPROVED BY:
 B. Brickel

DATE:
 July 13, 2021

SCALE: 1" = 30'

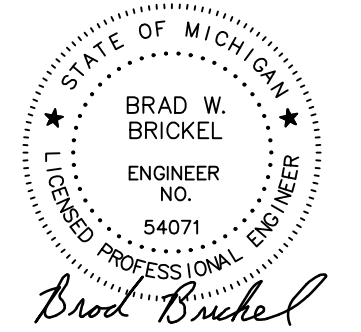
NFE JOB NO. H900-04 **SHEET NO. C05**



NF
ENGINEERS
CIVIL ENGINEERS
LAND SURVEYORS
LAND PLANNERS

NOWAK & FRAUS ENGINEERS
46777 WOODWARD AVE.
PONTIAC, MI 48342-5032
TEL. (248) 332-7931
FAX. (248) 332-8257
WWW.NOWAKFRAUS.COM

SEAL



PROJECT
Hillside Townes
33000 Thomas Street
Farmington, MI 48336

CLIENT
Robertson Brothers Homes
6905 Telegraph Road
Bloomfield Hills, MI 48301

Contact: Tim Loughrin
Tel. (248) 282-1428
Email:
tloughrin@robertsonhomes.com

PROJECT LOCATION
Part of the NW 1/4
of Section 27
T.1N, R.9E.
City of Farmington,
Oakland, Michigan

SHEET
Aerial Vicinity Plan



Know what's below
Call before you dig.

DATE ISSUED/REVISED
09-01-20 ISSUED FOR SITE PLAN REVIEW
05-15-23 REVISED PER SITE PLAN REVIEW

DRAWN BY:
J. Lawrey
DESIGNED BY:
B. Brickel
APPROVED BY:
B. Brickel

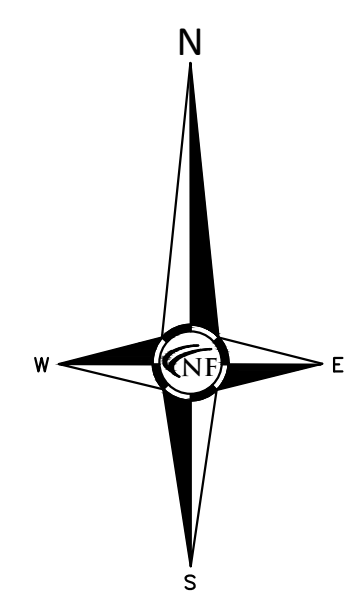
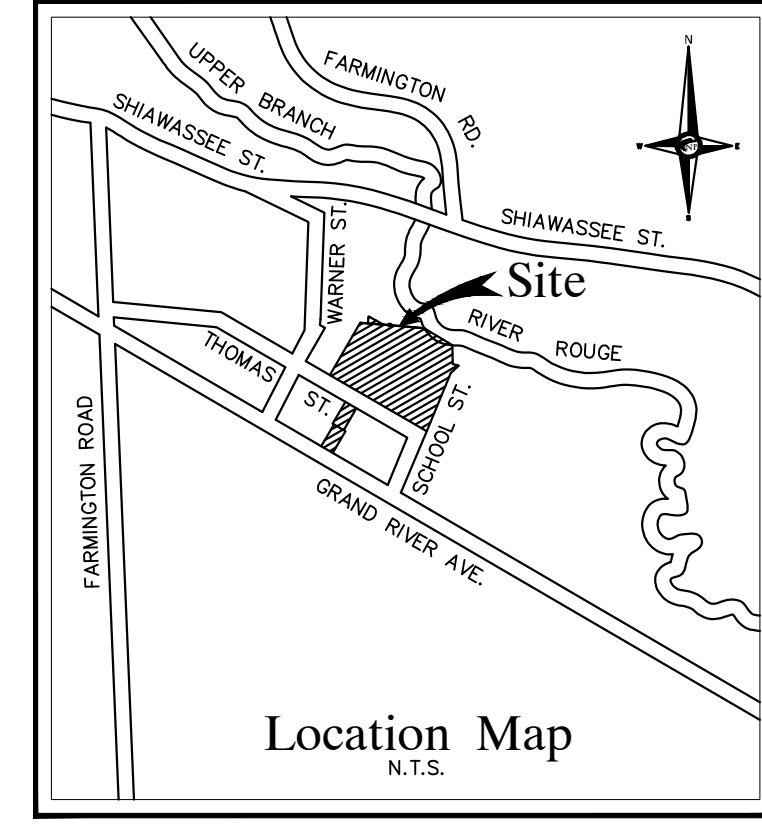
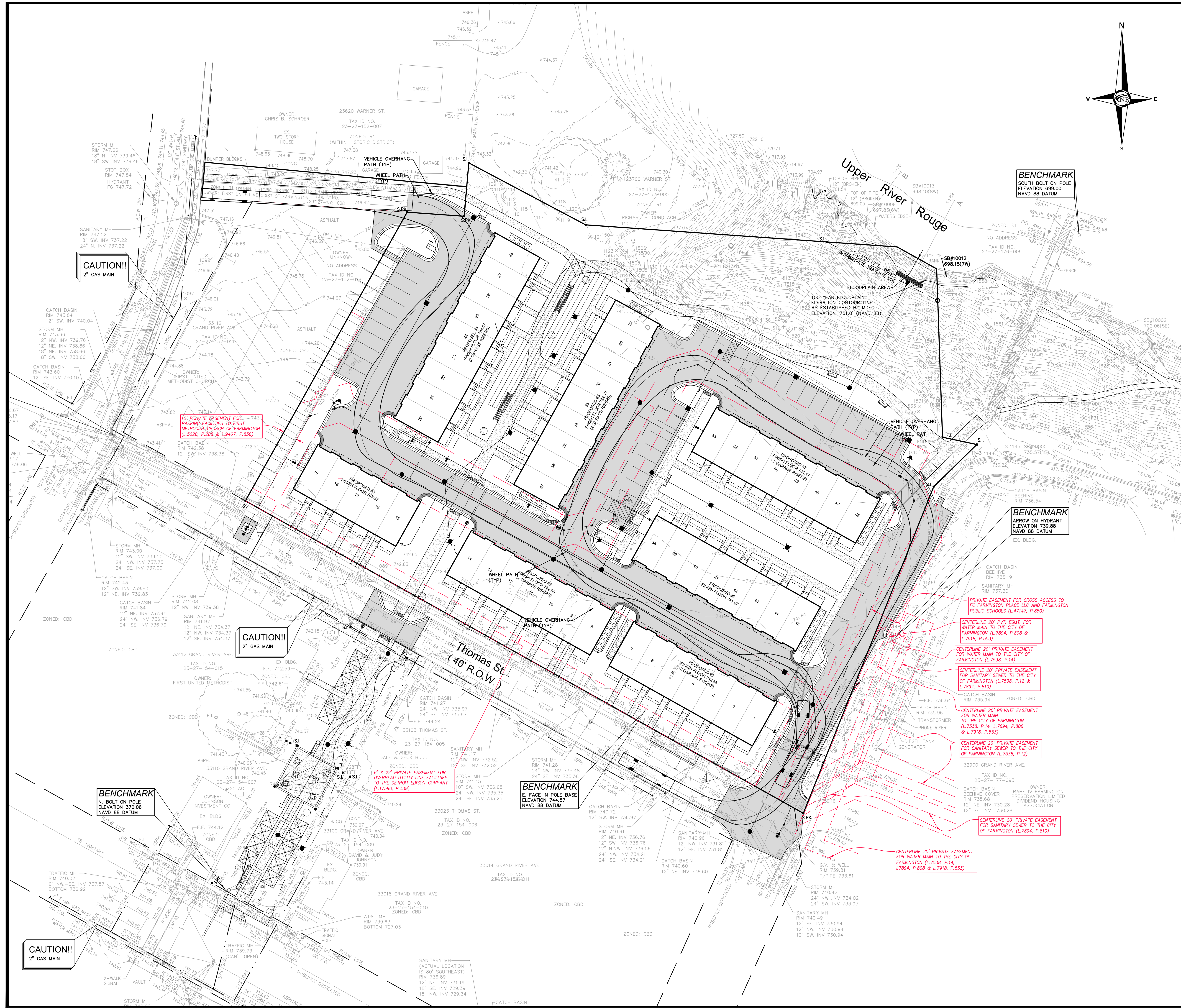
DATE:
July 13, 2021

SCALE: 1" = 60'



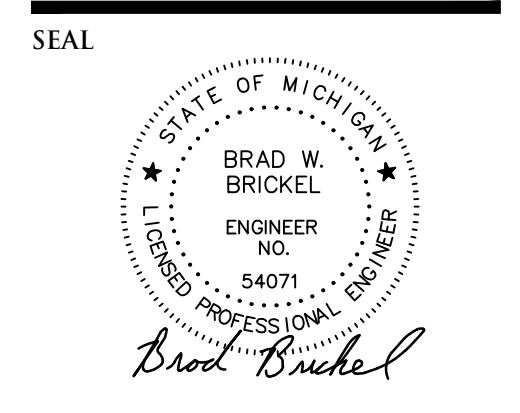
NOT FOR
CONSTRUCTION

NFE JOB NO. SHEET NO.
H900-04 C06



**CIVIL ENGINEERS
LAND SURVEYORS
LAND PLANNERS**

NOWAK & FRAUS ENGINEERS
46777 WOODWARD AVE.
PONTIAC, MI 48342-5032
TEL. (248) 332-7931
FAX. (248) 332-8257
WWW.NOWAKFRAUS.COM



PROJECT
Hillside Townes
33000 Thomas Street
Farmington, MI 48336

CLIENT
Robertson Brothers Homes
6905 Telegraph Road
Bloomfield Hills, MI 48301

Contact: Tim Loughrin
Tel. (248) 282-1428
Email: toughrin@robertsonhomes.com

PROJECT LOCATION
Part of the NW 1/4
of Section 27
T.1N, R.9E
City of Farmington,
Oakland, Michigan

SHEET
Fire Truck Turning Plan



**Know what's below
Call before you dig.**

DATE ISSUED/REVISED
09-01-20 ISSUED FOR SITE PLAN REVIEW
05-15-23 REVISED PER SITE PLAN REVIEW

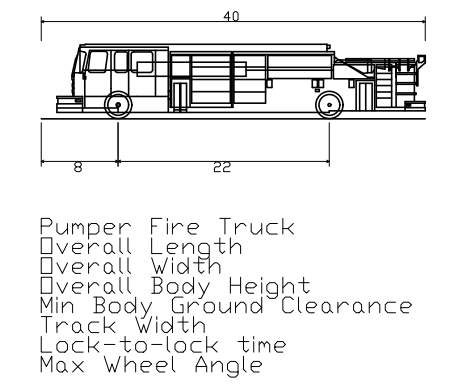
DRAWN BY:
J. Lawrey
DESIGNED BY:
B. Brickel
APPROVED BY:
B. Brickel

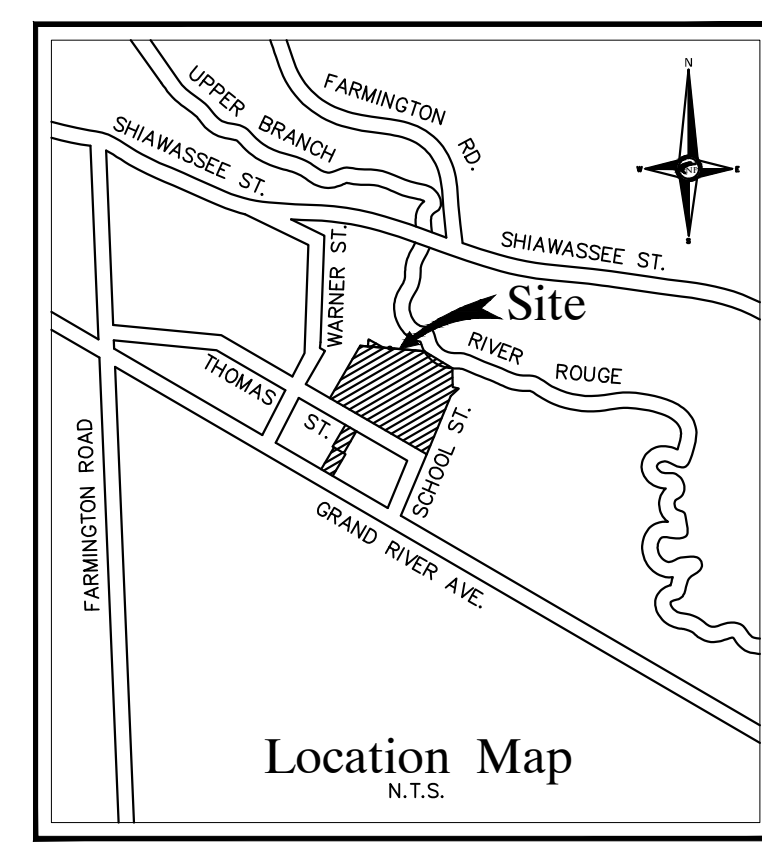
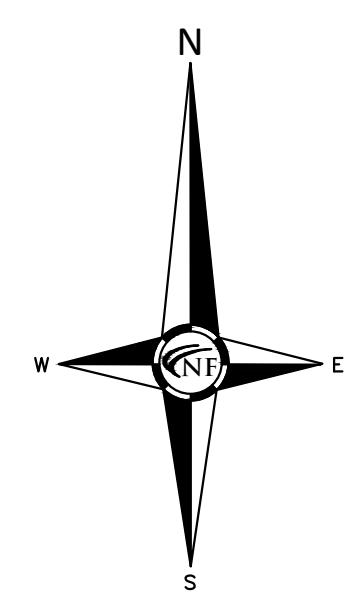
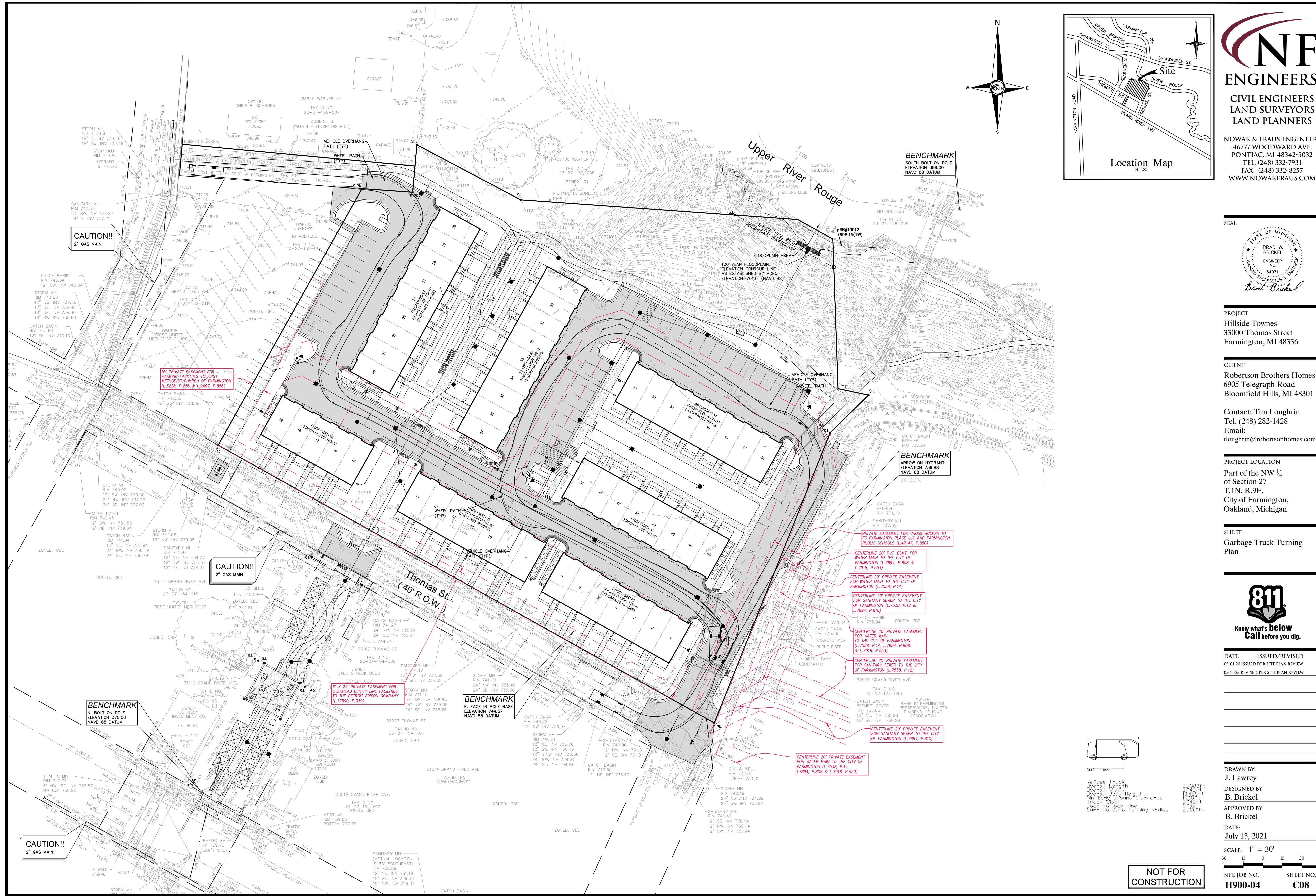
DATE:
July 13, 2021

SCALE: 1" = 30'
30 15 0 15 30 45

NFE JOB NO. SHEET NO.
H900-04 C07

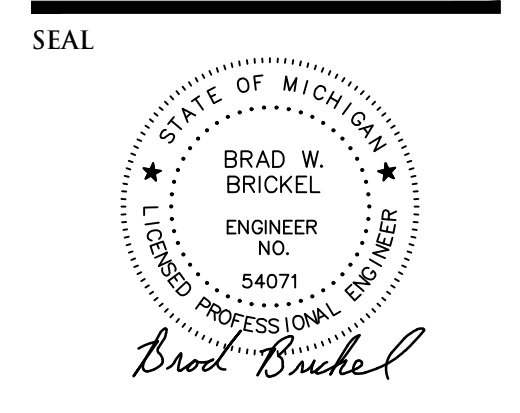
**NOT FOR
CONSTRUCTION**





NF ENGINEERS
 CIVIL ENGINEERS
 LAND SURVEYORS
 LAND PLANNERS

NOWAK & FRAUS ENGINEERS
 46777 WOODWARD AVE.
 PONTIAC, MI 48342-5032
 TEL. (248) 332-7931
 FAX. (248) 332-8257
 WWW.NOWAKFRAUS.COM



PROJECT
 Hillside Townes
 33000 Thomas Street
 Farmington, MI 48336

CLIENT
 Robertson Brothers Homes
 6905 Telegraph Road
 Bloomfield Hills, MI 48301

Contact: Tim Loughrin
 Tel. (248) 282-1428
 Email: toughrin@robertsonhomes.com

PROJECT LOCATION
 Part of the NW 1/4
 of Section 27
 T.1N, R.9E
 City of Farmington,
 Oakland, Michigan

SHEET
 Garbage Truck Turning
 Plan



DATE ISSUED/REVISED
 09-01-20 ISSUED FOR SITE PLAN REVIEW
 05-15-23 REVISED PER SITE PLAN REVIEW

DRAWN BY:
 J. Lawrey
 DESIGNED BY:
 B. Brickel
 APPROVED BY:
 B. Brickel

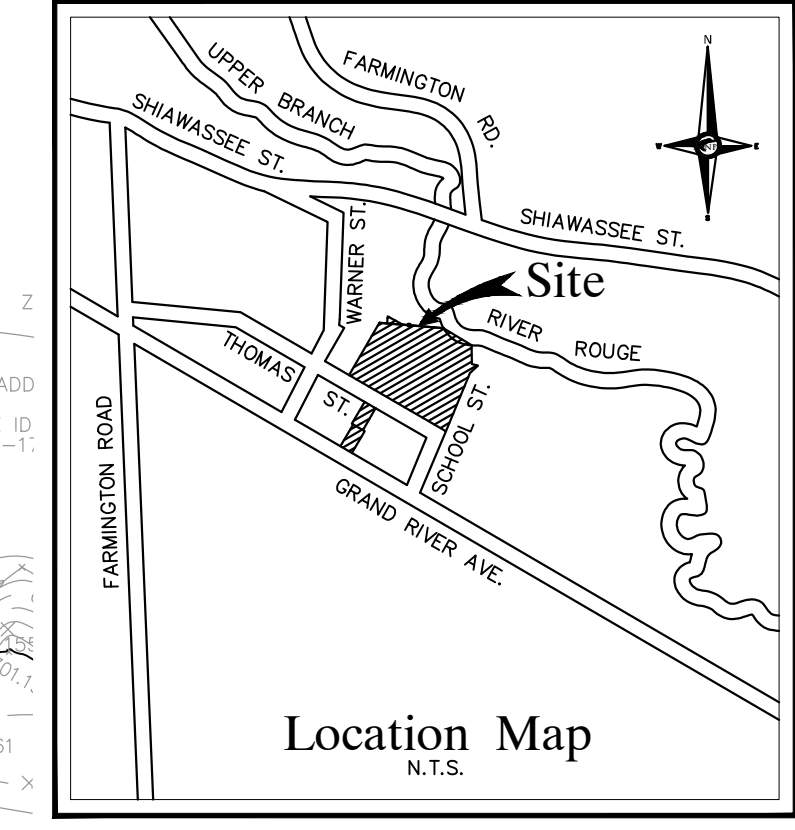
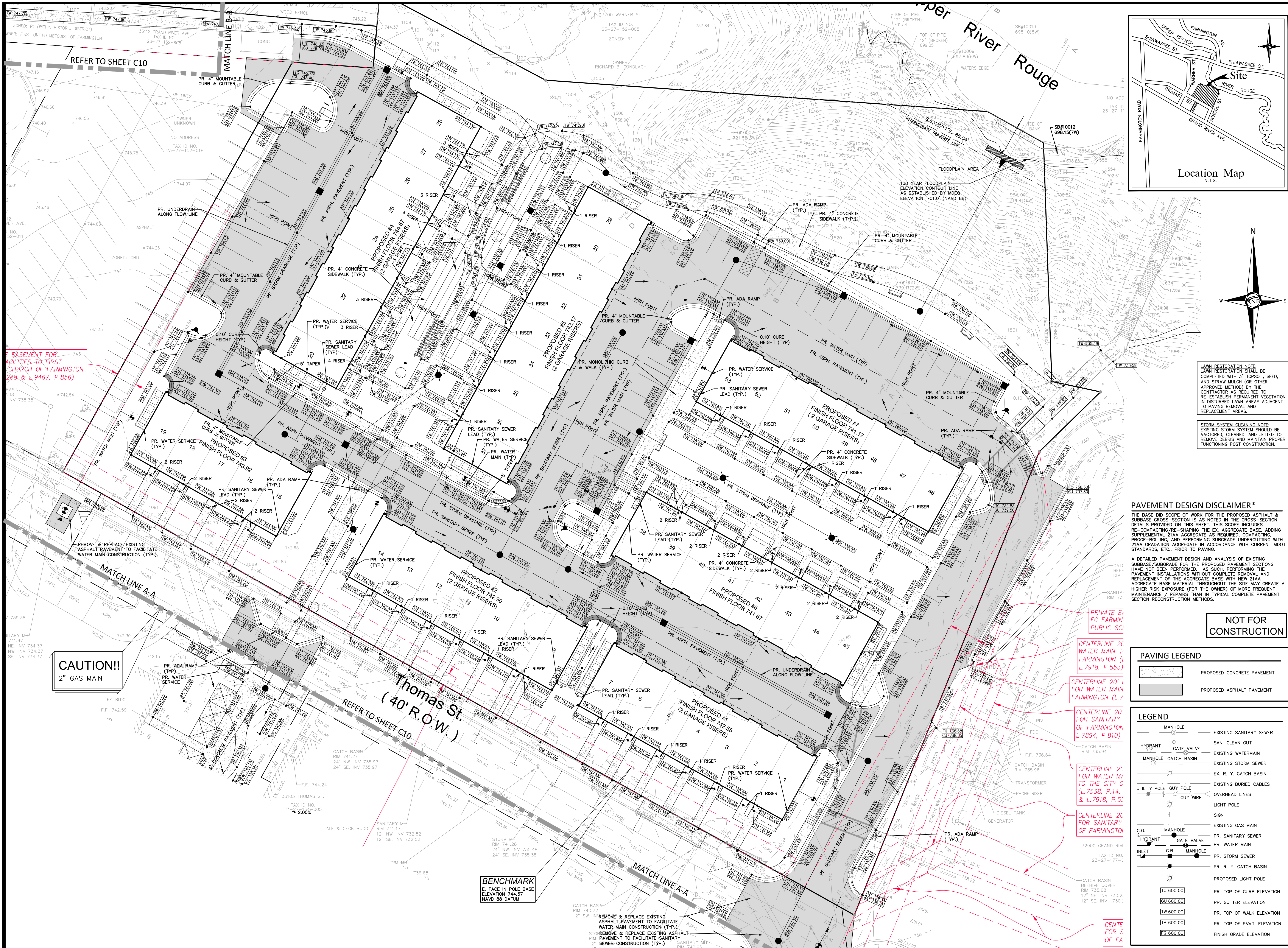
DATE:
 July 13, 2021

SCALE: 1" = 30'

NFE JOB NO. SHEET NO.
H900-04 C08

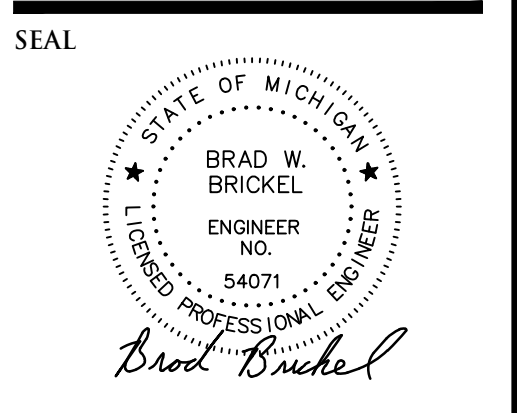
NOT FOR CONSTRUCTION

Refuse Truck	26'-39.9ft
Overall Length	8.042ft
Overall Body Height	10.489ft
Min. Body Ground Clearance	1.116ft
Track Width	8.042ft
Lock-to-lock time	5.06s
Turn to Curb Turning Radius	25'-20.0ft



NF ENGINEERS
 CIVIL ENGINEERS
 LAND SURVEYORS
 LAND PLANNERS

NOWAK & FRAUS ENGINEERS
 46777 WOODWARD AVE.
 PONTIAC, MI 48342-5032
 TEL. (248) 332-7931
 FAX. (248) 332-8257
 WWW.NOWAKFRAUS.COM



PROJECT
 Hillside Townes
 33000 Thomas Street
 Farmington, MI 48336

CLIENT
 Robertson Brothers Homes
 6905 Telegraph Road
 Bloomfield Hills, MI 48301

Contact: Tim Loughrin
 Tel. (248) 282-1428
 Email: toughrin@robertsonhomes.com

PROJECT LOCATION
 Part of the NW 1/4
 of Section 27
 T.1N, R.9E.
 City of Farmington,
 Oakland, Michigan

SHEET
 Paving & Grading Plan
 (1 of 2)



DATE ISSUED/REVISED
 09-01-20 ISSUED FOR SITE PLAN REVIEW
 05-15-23 REVISED PER SITE PLAN REVIEW

DRAWN BY:
 J. Lawrey
 DESIGNED BY:
 B. Brickel
 APPROVED BY:
 B. Brickel

DATE:
 July 13, 2021
 SCALE: 1" = 20'
 NFE JOB NO. SHEET NO.
H900-04 C09

LAWN RESTORATION NOTE:
 LAWN RESTORATION SHALL BE COMPLETED WITH 3" TOPSOIL, SEED, AND STRAW MULCH (OR OTHER APPROVED METHOD) BY THE CONTRACTOR AS REQUIRED TO RE-ESTABLISH PERMANENT VEGETATION IN DISTURBED LAWN AREAS ADJACENT TO PAVING REMOVAL AND REPLACEMENT AREAS.

STORM SYSTEM CLEANING NOTE:
 EXISTING STORM SYSTEM SHOULD BE VACUUMED, CLEANED, AND JETTED TO REMOVE DEBRIS AND MAINTAIN PROPER FUNCTIONING POST CONSTRUCTION.

PAVEMENT DESIGN DISCLAIMER*
 THE BASE BID SCOPE OF WORK FOR THE PROPOSED ASPHALT & SUBBASE CROSS-SECTION IS AS NOTED IN THE CROSS-SECTION DETAILS PROVIDED ON THIS SHEET. THIS SCOPE INCLUDES RE-COMPACTING/RE-SHAPING THE EX. AGGREGATE BASE, ADDING SUPPLEMENTAL 21AA AGGREGATE AS REQUIRED, COMPACTING, PROF-ROLLING, AND PERFORMING SUBGRADE UNDERCUTTING WITH 21AA GRADATION AGGREGATE IN ACCORDANCE WITH CURRENT MDOT STANDARDS, ETC., PRIOR TO PAVING.

A DETAILED PAVEMENT DESIGN AND ANALYSIS OF EXISTING SUBBASE/SUBGRADE FOR THE PROPOSED PAVEMENT SECTIONS HAVE NOT BEEN PERFORMED. AS SUCH, PERFORMING THE PAVEMENT INSTALLATIONS WITHOUT COMPLETE REMOVAL AND REPLACEMENT OF THE AGGREGATE BASE WITH NEW 21AA AGGREGATE BASE MATERIAL THROUGHOUT THE SITE MAY CREATE A HIGHER RISK EXPOSURE (FOR THE OWNER) OF MORE FREQUENT MAINTENANCE / REPAIRS THAN IN TYPICAL COMPLETE PAVEMENT SECTION RECONSTRUCTION METHODS.

NOT FOR CONSTRUCTION

PAVING LEGEND

	PROPOSED CONCRETE PAVEMENT
	PROPOSED ASPHALT PAVEMENT

LEGEND

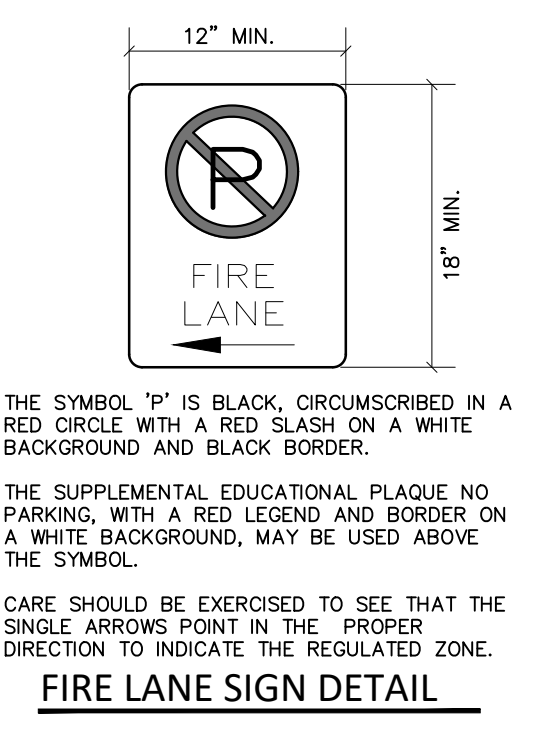
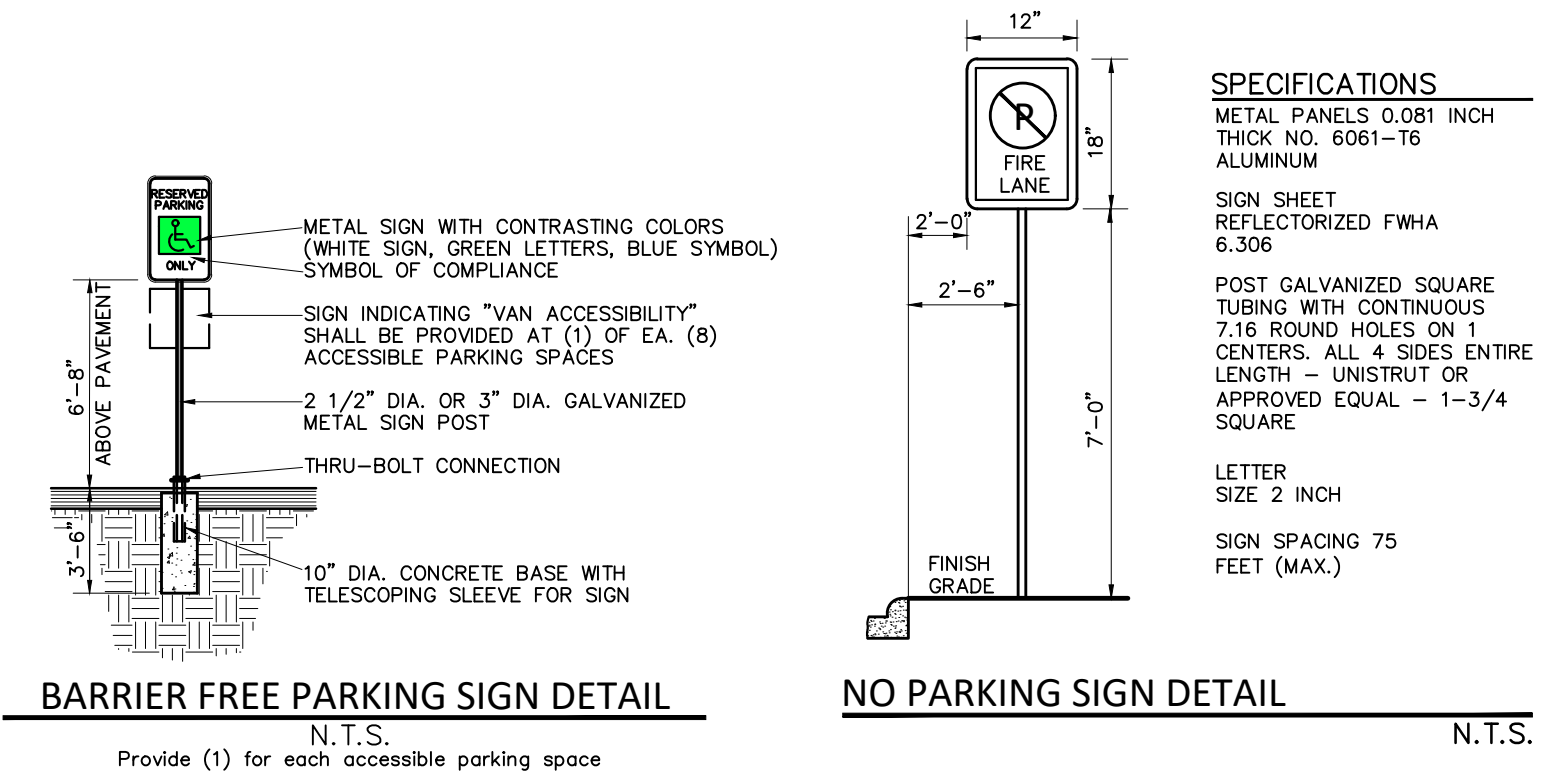
	EXISTING SANITARY SEWER
	SAN. CLEAN OUT
	EXISTING WATERMAIN
	EXISTING STORM SEWER
	EX. R. Y. CATCH BASIN
	EXISTING BURIED CABLES
	OVERHEAD LINES
	LIGHT POLE
	SIGN
	EXISTING GAS MAIN
	PR. SANITARY SEWER
	PR. WATER MAIN
	PR. STORM SEWER
	PR. R. Y. CATCH BASIN
	PROPOSED LIGHT POLE
	PR. TOP OF CURB ELEVATION
	PR. GUTTER ELEVATION
	PR. TOP OF WALK ELEVATION
	PR. TOP OF P.W.M.T. ELEVATION
	FINISH GRADE ELEVATION

PRIVATE E/FC FARMINGTON PUBLIC SCI
 CENTERLINE 20' WATER MAIN TO FARMINGTON (L. 7918, P.553)
 CENTERLINE 20' FOR WATER MAIN FARMINGTON (L. 7)
 CENTERLINE 20' FOR SANITARY OF FARMINGTON (L.7894, P.810)
 CENTERLINE 20' FOR WATER MAIN TO THE CITY OF (L.7538, P.14, & L.7918, P.55)
 CENTERLINE 20' FOR SANITARY OF FARMINGTON

CAUTION!!
 2" GAS MAIN

BENCHMARK
 E. FACE IN POLE BASE
 ELEVATION 744.57
 NAVD 88 DATUM

REMOVE & REPLACE EXISTING ASPHALT PAVEMENT TO FACILITATE WATER MAIN CONSTRUCTION (TYP.)
 REMOVE & REPLACE EXISTING ASPHALT PAVEMENT TO FACILITATE SANITARY SEWER CONSTRUCTION (TYP.)



GENERAL PAVING NOTES
PAVEMENT SHALL BE OF THE TYPE, THICKNESS AND CROSS SECTION AS INDICATED ON THE PLANS AND AS FOLLOWS:
CONCRETE: PORTLAND CEMENT TYPE IA (AIR-ENTRAINED) WITH A MINIMUM CEMENT CONTENT OF SIX SACKS PER CUBIC YARD, MINIMUM 28 DAY COMPRESSIVE STRENGTH OF 3,500 PSI AND A SLUMP OF 1 1/2 TO 3 INCHES.
ASPHALT: BASE COURSE - MDT BITUMINOUS MIXTURE NO. 13A; SURFACE COURSE - MDT BITUMINOUS MIXTURE NO. 13A; ASPHALT CEMENT SHALL BE PG 64-22, BOND COAT - MDT SS-1H EMULSION AT 0.10 GALLON PER SQUARE YARD; MAXIMUM 2.5 INCH LIFT.
PAVEMENT BASE SHALL BE COMPACTED TO 95% OF THE MAXIMUM DENSITY (MODIFIED PROCTOR) PRIOR TO PLACEMENT OF PROPOSED PAVEMENT. EXISTING SUB-BASE SHALL BE PROOF-ROLLED IN THE PRESENCE OF THE ENGINEER TO DETERMINE STABILITY.
ALL CONCRETE PAVEMENT, DRIVEWAYS, CURB & GUTTER, ETC., SHALL BE SPRAY CURED WITH WHITE MEMBRANE CURING COMPOUND IMMEDIATELY FOLLOWING FINISHING OPERATION.
ALL CONCRETE PAVEMENT JOINTS SHALL BE FILLED WITH HOT POURED RUBBERIZED ASPHALT JOINT SEALING COMPOUND IMMEDIATELY AFTER SAWCUT OPERATION. FEDERAL SPECIFICATION SS-S164.
ALL WORKMANSHIP AND MATERIALS SHALL BE IN ACCORDANCE WITH THE CURRENT STANDARDS AND SPECIFICATIONS OF THE MUNICIPALITY AND THE MICHIGAN DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR CONSTRUCTION, CURRENT EDITION.
ALL TOP OF CURB ELEVATIONS, AS SHOWN ON THE PLANS, ARE CALCULATED FOR A 6" CONCRETE CURB UNLESS OTHERWISE NOTED.
ALL SIDEWALK RAMPS, CONFORMING TO PUBLIC ACT NO. 8, 1993, SHALL BE INSTALLED AS SHOWN ON THE PLANS.
CONSTRUCTION OF A NEW OR RECONSTRUCTED DRIVE APPROACH CONNECTING TO AN EXISTING STATE OR COUNTY ROADWAY SHALL BE ALLOWED ONLY AFTER AN APPROVED PERMIT HAS BEEN SECURED FROM THE AGENCY HAVING JURISDICTION OVER SAID ROADWAY.
FOR ANY WORK WITHIN THE PUBLIC RIGHT-OF-WAY, THE CONTRACTOR SHALL PAY FOR AND SECURE ALL NECESSARY PERMITS AND LIKewise ARRANGE FOR ALL INSPECTION.
EXISTING TOPSOIL, VEGETATION AND ORGANIC MATERIALS SHALL BE STRIPPED AND REMOVED FROM PROPOSED PAVEMENT AREA PRIOR TO PLACEMENT OF BASE MATERIALS.
EXPANSION JOINTS SHOULD BE INSTALLED AT THE END OF ALL INTERSECTION RADII.
SIDEWALK RAMPS, CONFORMING TO PUBLIC ACT NO. 8, 1973, SHALL BE INSTALLED AS SHOWN AT ALL STREET INTERSECTIONS AND AT ALL BARRIER FREE PARKING AREAS AS INDICATED ON THE PLANS.
ALL PAVEMENT AREAS SHALL BE PROOF-ROLLED UNDER THE SUPERVISION OF A GEOTECHNICAL ENGINEER PRIOR TO THE PLACEMENT OF BASE MATERIALS AND PAVING MATERIALS.
FILL AREAS SHALL BE MACHINE COMPACTED IN UNIFORM LIFTS NOT EXCEEDING 9 INCHES THICK TO 98% OF THE MAXIMUM DENSITY (MODIFIED PROCTOR) PRIOR TO PLACEMENT OF PROPOSED PAVEMENT.
THE MAXIMUM ALLOWABLE RECYCLED ASPHALT PAVEMENT (R.A.P.) CONTENT IN H.M.A. SURFACE AND BASE COURSES SHALL BE 20%.

REQUIRED DETENTION VOLUME CALCULATIONS
Based on Oakland County Water Resources Commissioner Equations for 100 Year Storm

Name of Project:	Maxfield Farmington, MI
Location of Project:	M183
NFE Project No.:	
Contributing Acreage "A":	2.456 acres
Weighted Runoff Coefficient "C":	0.790

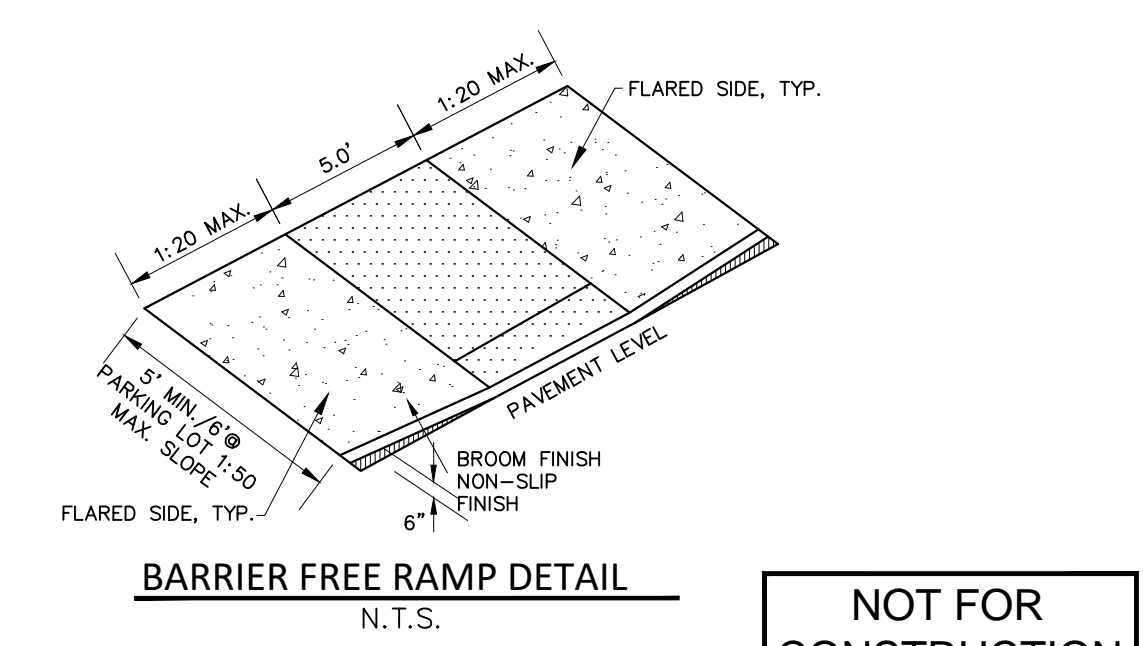
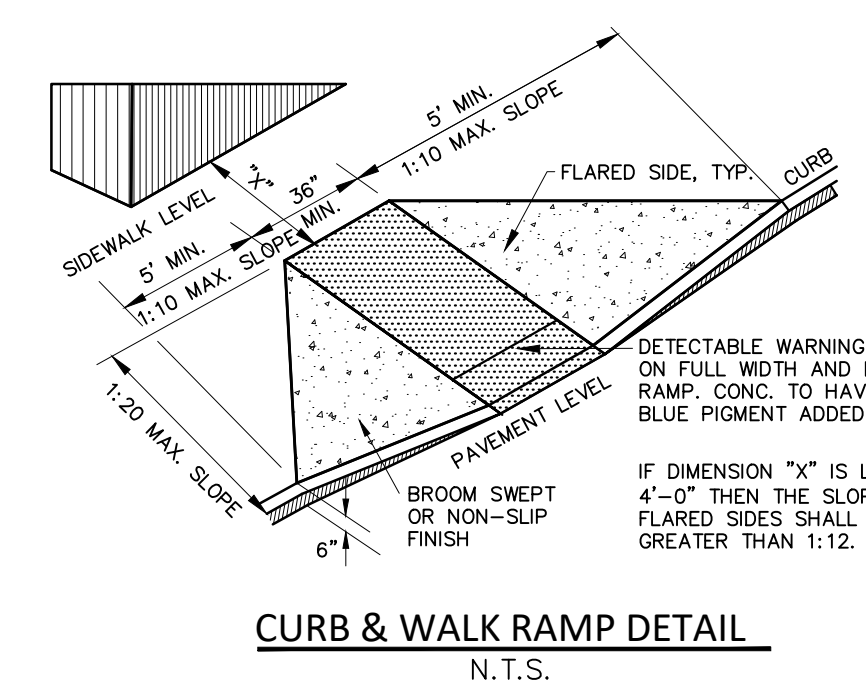
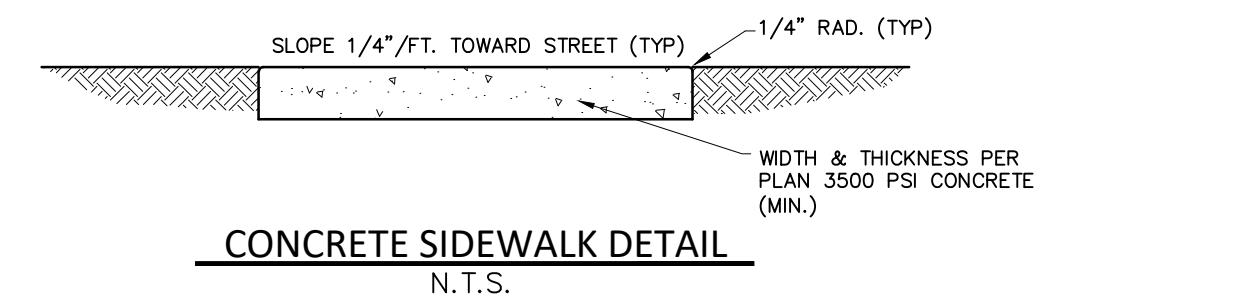
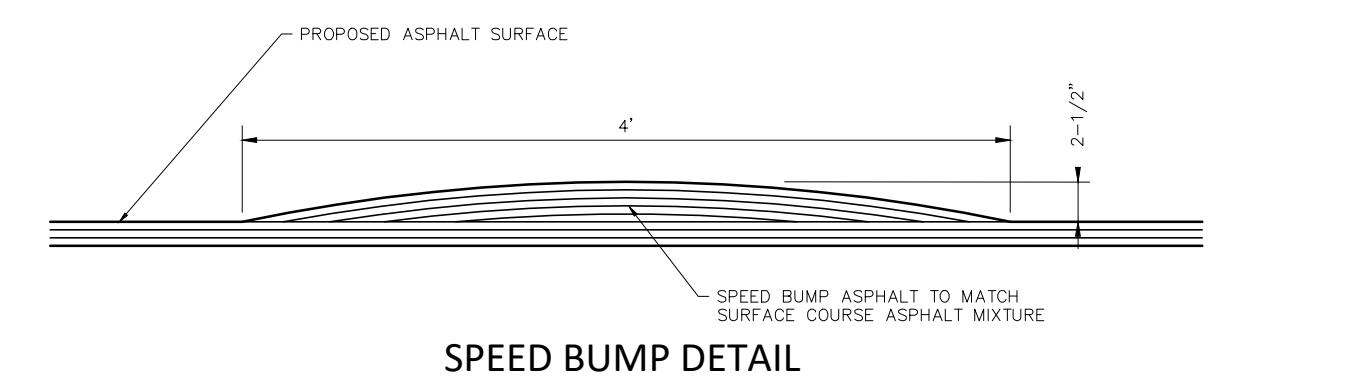
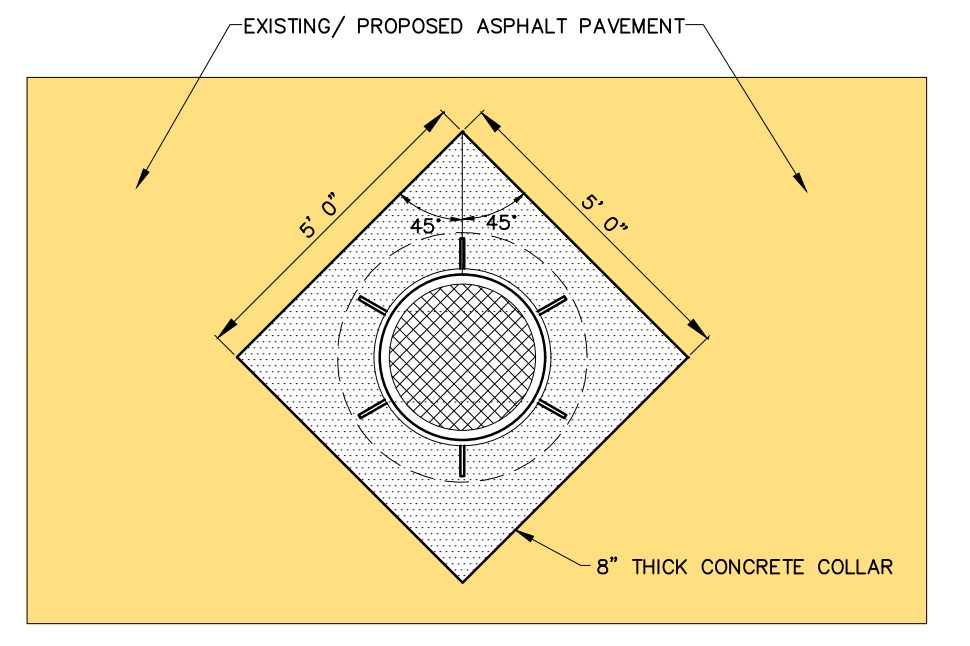
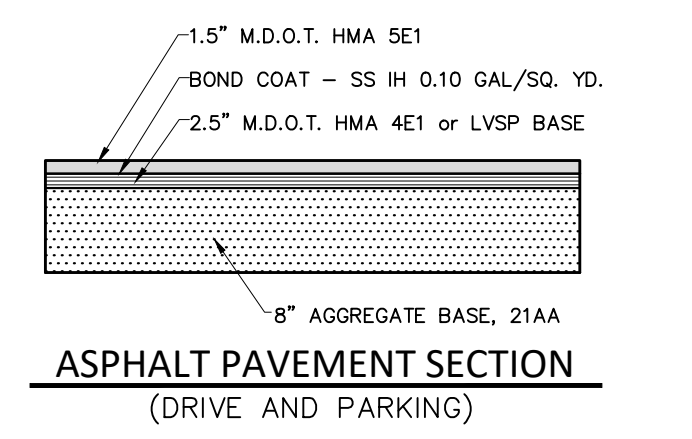
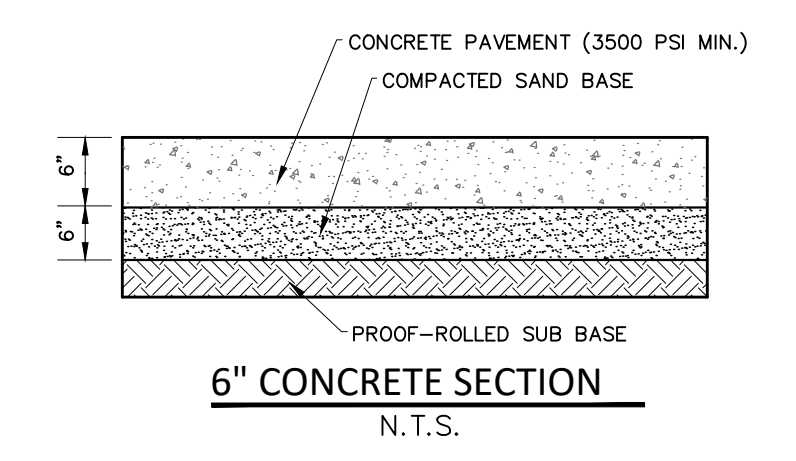
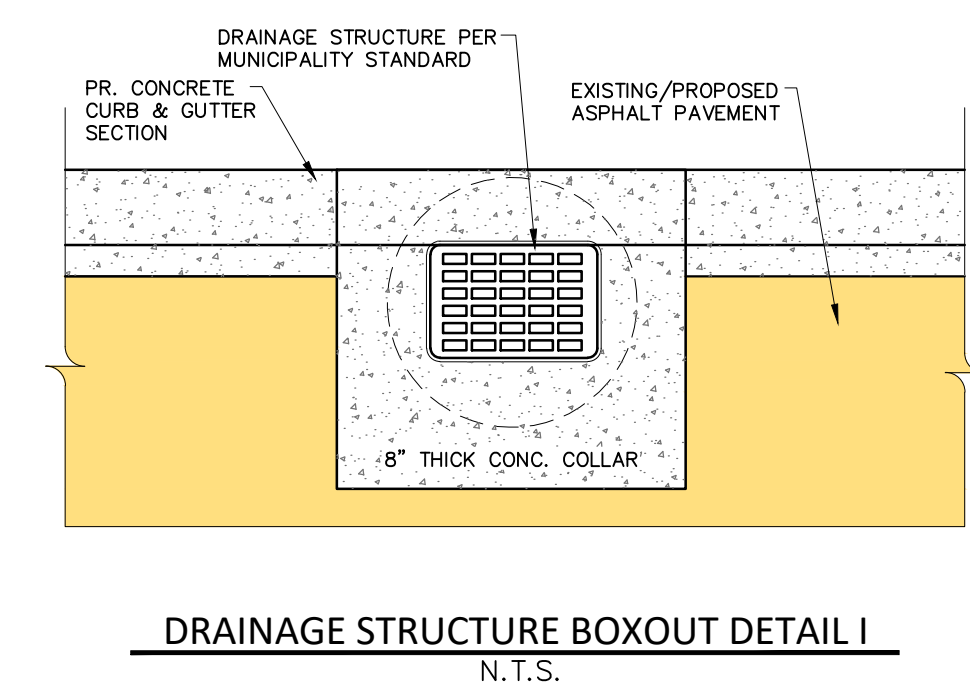
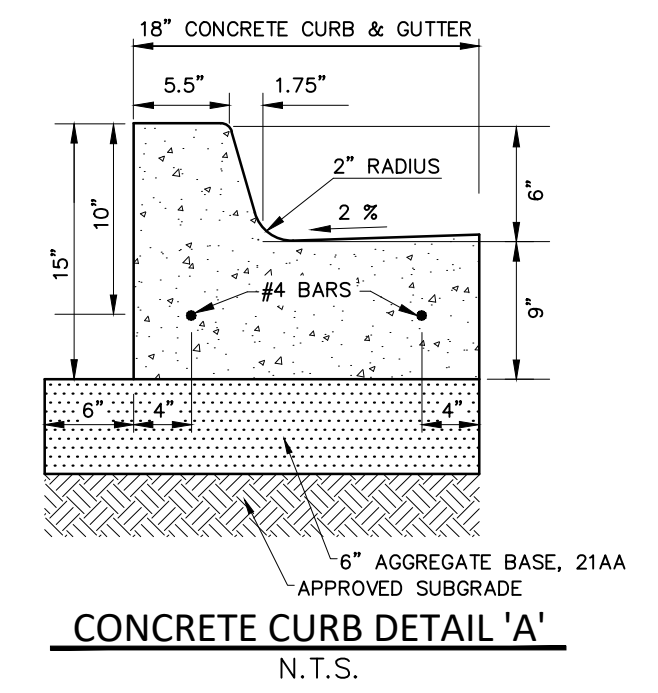
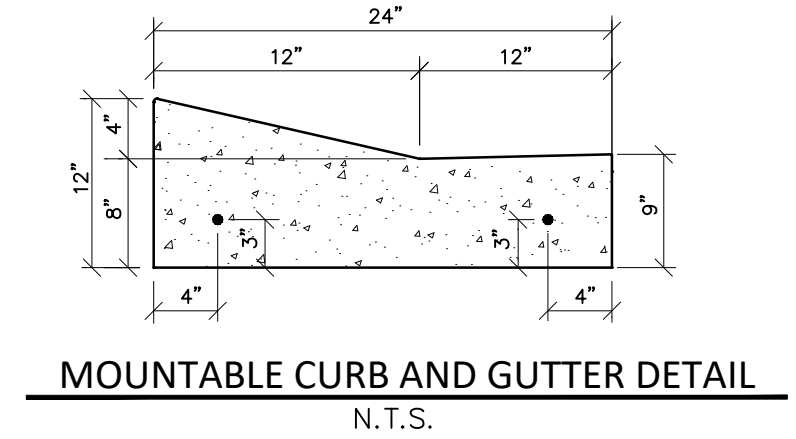
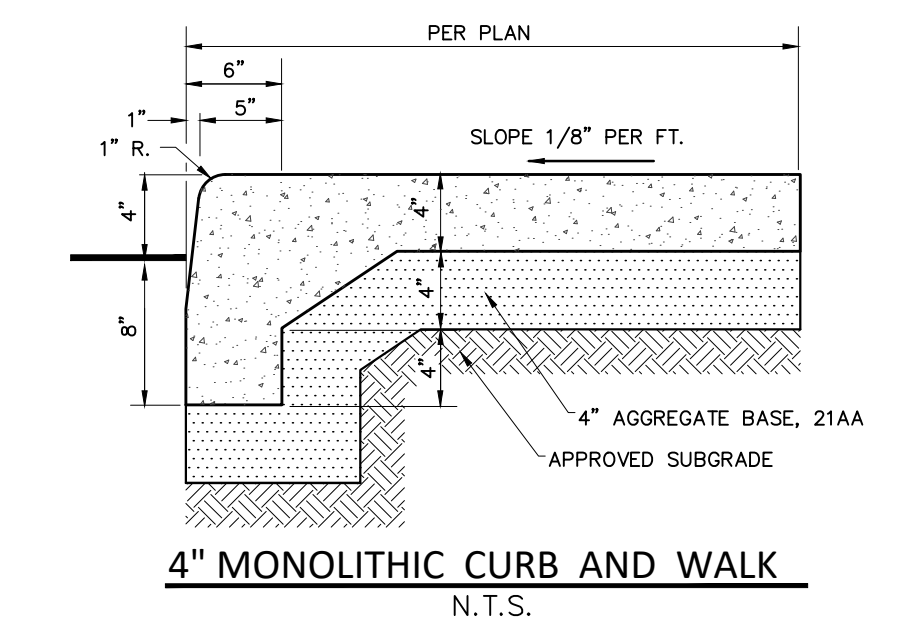
- Calculate Required Water Quality Control (Vwq) (1" rainfall event)
Vwq = 3630(C)A = 7,043 cft
- Calculate Required Forebay Volume (Vf) (15% of Vwq)
Vf = 545(C)A = 1,057 cft
- Calculate Channel Protection Volume Control (CPVC) (1.3" rainfall event)
Calculate Channel Protection Volume (Vcp)
Vcp = 4719(C)A = Required Infiltration Volume = 9,156 cft
- Calculate Channel Protection Rate Control (CPRC) (1.9" rainfall event)
Calculate Extended Detention Volume (Ved)
Ved = 6897(C)A = Minimum Extended Detention Volume = 13,382 cft²
- Calculate Extended Detention Volume Discharge Rate (Qed) (48 hour discharge)
Qed = Ved / [(48 hr)(60 min)(60 sec)] = Ved/172800 = 0.077 cfs
- Calculate 100-year Storm Inlet Rate (Q¹⁰⁰-in)
Input Time of Concentration (Tc) (From Storm Sewer Design) = 22.00 minutes
Calculate 100-year rainfall intensity, I¹⁰⁰ = 83.3018/(Tc+9.1747)^{0.8069} = 5.192 in/hr
Q¹⁰⁰-in = (C)I(A) = 10.073 cfs
- Calculate 100-year Storm Allowable Outlet Rate (Q¹⁰⁰-out) (Lesser of Variable Release Rate (Qvrr) or Restricted Rate for Drain (Qr))
CHECK: Calculate Qvrr (1.1055-0.206²/LN(A)) = 0.92 cfs/acre
Since Qvrr > Qr, Use Qr as the allowable release rate, Qr = 2.720 cfs/acre
Q¹⁰⁰-out = Qr(A) = 6.680 cfs
- Calculate Storage Curve Factor (R)
R = 0.206-(0.15)(LN(Q¹⁰⁰-in)/Q¹⁰⁰-out) = 0.268
- Calculate 100-year Storm Volume In (V¹⁰⁰-in)
V¹⁰⁰-in = 18,985(C)A = 36,835 cft
- Calculate 100-year Storm Detention Storage Volume (V¹⁰⁰-det)
Vcp(credit) = 0 cft¹
V100D = (V100R)(R)-Vcp(credit)² = 9,857 cft²

Notes:
1. Since infiltration potential in detention pond is negligible, Vcp credit is assumed to be 0.
2. Since V¹⁰⁰-in is larger than Ved, V100-det represents the minimum required storm detention volume.

Detention Volume Calculation - Underground Pipe Storage

Formula: $V = 3.14159 \times (\text{Pipe Radius})^2 \times \text{Length of Pipe}$

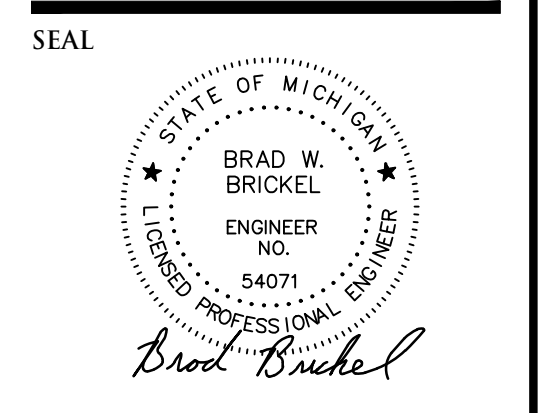
Pipe Diameter	72.00	Inch
Length, L:	351.00	Linear Feet
Radius, R:	3.00	Feet
Volume Required:	9,857.00	Cubic Feet
Volume Provided:	9,924.28	Cubic Feet



NOT FOR CONSTRUCTION



NOWAK & FRAUS ENGINEERS
46777 WOODWARD AVE.
PONTIAC, MI 48342-5032
TEL. (248) 332-7931
FAX. (248) 332-8257
WWW.NOWAKFRAUS.COM



PROJECT
Hillside Townes
33000 Thomas Street
Farmington, MI 48336

CLIENT
Robertson Brothers Homes
6905 Telegraph Road
Bloomfield Hills, MI 48301

Contact: Tim Loughrin
Tel. (248) 282-1428
Email: toughrin@robertsonhomes.com

PROJECT LOCATION
Part of the NW 1/4 of Section 27
T.1N, R.9E
City of Farmington,
Oakland, Michigan

SHEET
Calculation, Notes &
Details Plan



DATE ISSUED/REVISED
09-01-20 ISSUED FOR SITE PLAN REVIEW
05-15-23 REVISED PER SITE PLAN REVIEW

DRAWN BY:
J. Lawrey
DESIGNED BY:
B. Brickel
APPROVED BY:
B. Brickel
DATE:
July 13, 2021
SCALE: N.T.S.

NFE JOB NO. H900-04
SHEET NO. C11

GENERAL PLAN NOTES:

1. THIS DRAWING IS DIAGRAMMATIC AND SHOULD BE USED TO DETERMINE THE DESIGN INTENT. THE CONTRACTOR IS RESPONSIBLE FOR THE COMPLETE SET OF WORK AS INDICATED AND SHALL FIELD VERIFY ALL WORK, COORDINATE ALL DRAWINGS / NEW WORK AND SHALL NOTIFY ARCHITECT IMMEDIATELY OF ANY DISCREPANCIES IN THE DOCUMENTS BEFORE PROCEEDING. FAILURE TO DO SO WILL RESULT IN THE CONTRACTOR TAKING FULL RESPONSIBILITY AND LIABILITY FOR SAID DISCREPANCIES.
2. CONTRACTOR TO VERIFY ALL DIMENSIONS IN FIELD. ANY DIMENSIONAL VARIANCES CAUSED BY ACTUAL WALL CONSTRUCTION OR LAYOUT MODIFICATIONS IN THE FIELD ARE RESPONSIBILITY OF CONTRACTOR.
3. WALL THICKNESS' ARE NOMINAL NOT ACTUAL DIMENSIONS. SEE FLOOR PLAN KEYNOTES FOR AWLL CONSTRUCTION.
4. ALL WORK SHALL BE DONE IN ACCORDANCE WITH ALL LOCAL, STATE, COUNTY CODE REGULATIONS, O.S.H.A., AND THE AMERICAN WITH DISABILITIES ACT (ADA). REFER TO THE CODE PLAN FOR MORE INFORMATION.
5. DO NOT BACKFILL WALLS UNTIL FLOOR DECKS ARE INSTALLED
6. ALL POSTS CONTINUOUS TO FOUNDATION
7. SHEAR WALLS TO BE PERSCRIPTIVE PER MBC 2015

ARCHITECT:
4545 architecture
 3011 W. GRAND BLVD
 SUITE 400
 DETROIT, MI 48202
 P. 313.450.4545
 TM.FLINTOFF@4545ARCHITECTURE.COM

CONSULTANT:

Project :
 ROBERTSON BROTHERS CITY OF FARMINGTON TOWNHOME DEVELOPMENT

Issued for :
 REVIEW 05/08/2023

Drawn by :
 JRM
 Checked by :
 JRM
 Sheet Title :
 TYPICAL UNIT PLANS

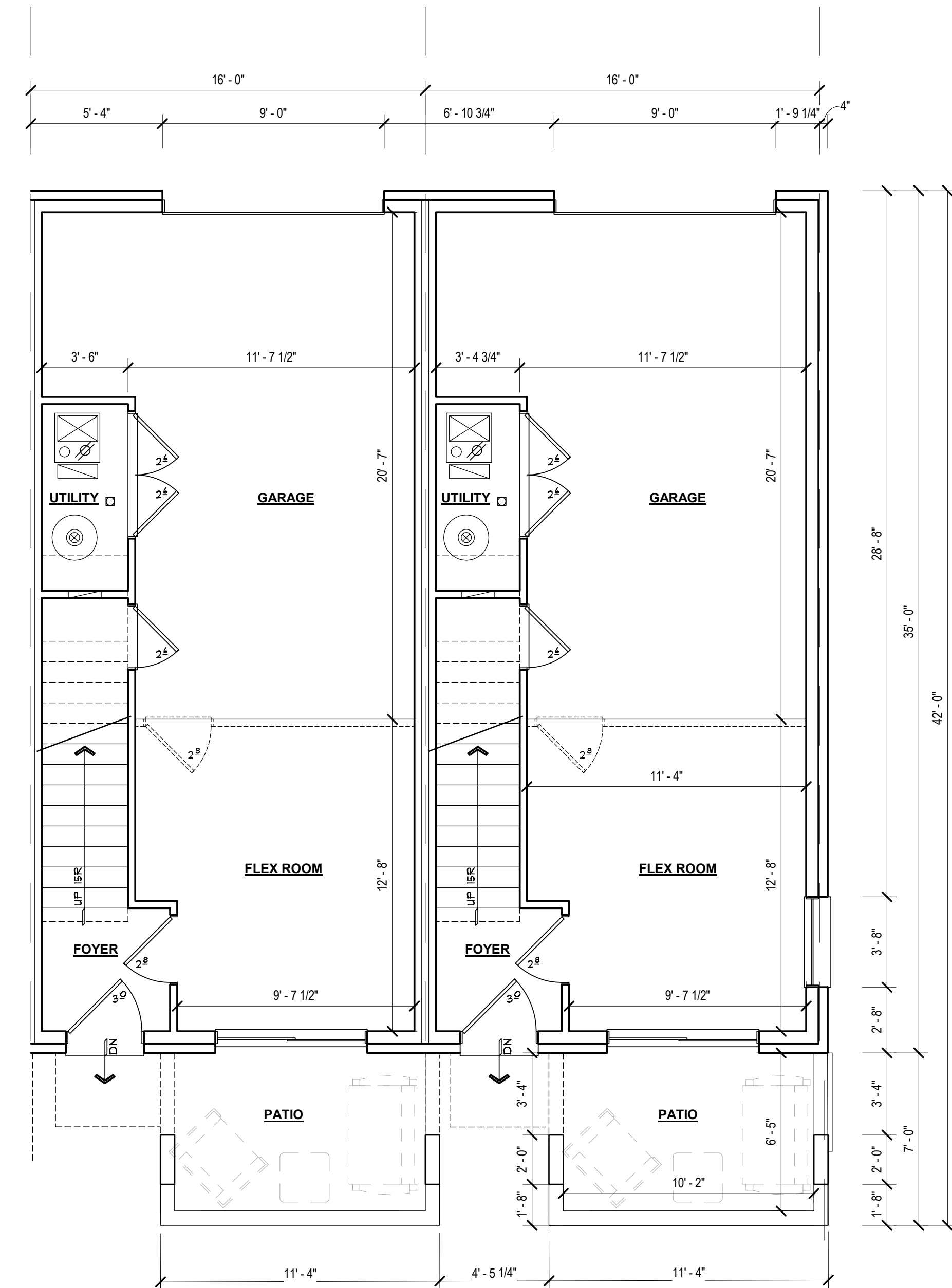
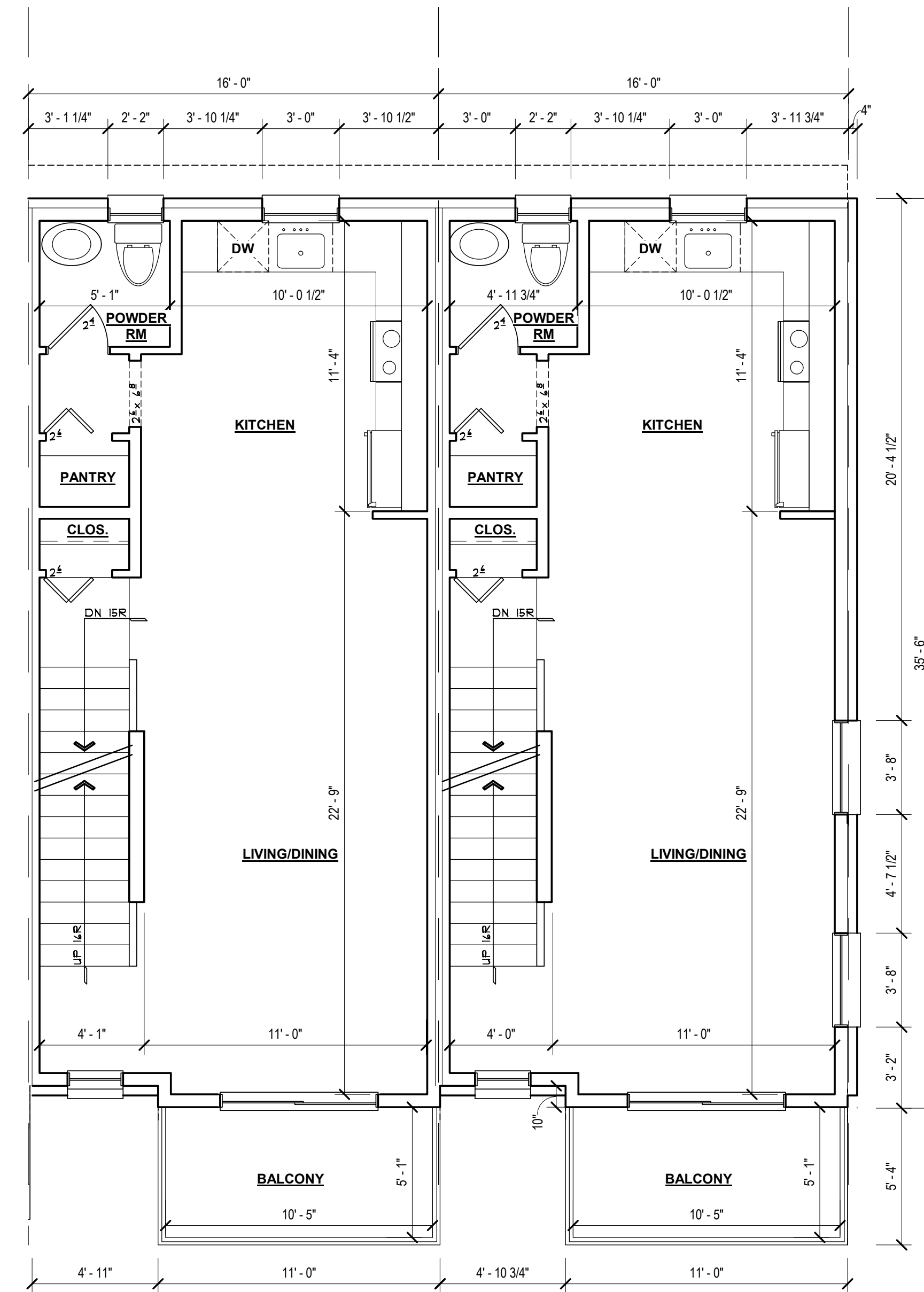
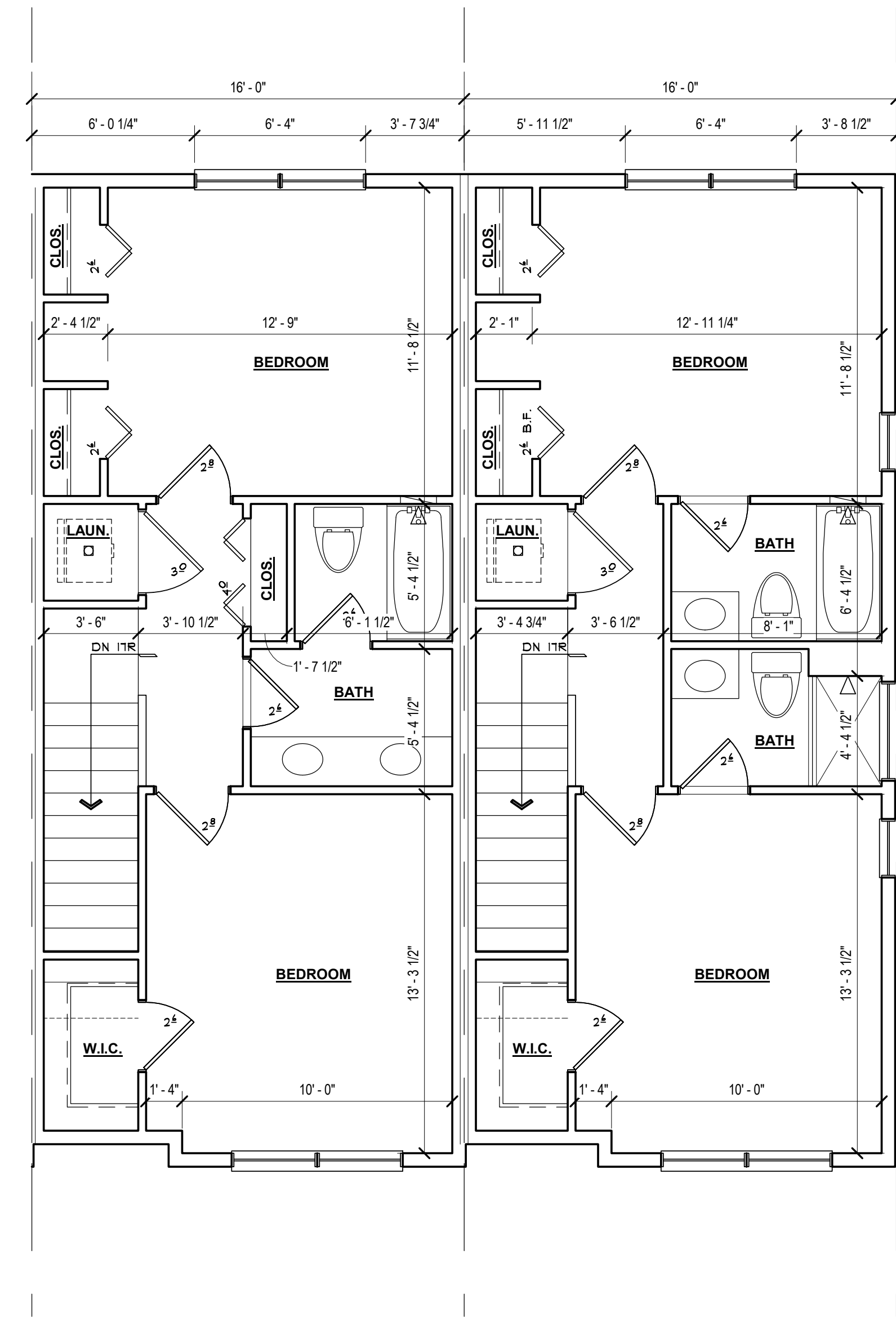
Project No. :
 2020036

Sheet No. :

A1.0

NOT FOR CONSTRUCTION

DO NOT SCALE DRAWINGS | ©2021 Timothy Flinoff Architect, PLLC





2 TYPICAL SIDE ELEVATION
SCALE: 1/4" = 1'-0"



1 FIVE-UNIT BUILDING - FRONT ELEVATION
SCALE: 1/4" = 1'-0"

GENERAL ELEVATION/SECTION NOTES:

1. THIS DRAWING IS DIAGRAMMATIC AND SHOULD BE USED TO DETERMINE THE DESIGN INTENT. THE CONTRACTOR IS RESPONSIBLE FOR THE COMPLETE SET OF WORK AS INDICATED AND SHALL FIELD VERIFY ALL WORK, COORDINATE ALL DRAWINGS / NEW WORK AND SHALL NOTIFY ARCHITECT IMMEDIATELY OF ANY DISCREPANCIES IN THE DOCUMENTS BEFORE PROCEEDING. FAILURE TO DO SO WILL RESULT IN THE CONTRACTOR TAKING FULL RESPONSIBILITY AND LIABILITY FOR SAID DISCREPANCIES.
2. ALL DIMENSIONS ARE SHOWN FROM FINISH FACE TO FINISH FACE OF PARTITION UNLESS OTHERWISE NOTED.
3. ALL WORK SHALL BE DONE IN ACCORDANCE WITH ALL LOCAL, STATE, COUNTY CODE REGULATIONS, O.S.H.A., AND THE AMERICAN WITH DISABILITIES ACT (ADA). REFER TO THE CODE PLAN FOR MORE INFORMATION.
4. ALL FOUNDATIONS TO EXTEND 42" MIN. BELOW GRADE
5. ALL FOUNDATIONS ADJACENT TO EXIST. FND'S TO MATCH BOTTOM ON FOOTING ELEVATION.
6. UNDER NO CIRCUMSTANCES EXCAVATE BELOW BOTTOM OF EXIST. FND'S TO A MIN. INFLUENCE ZONE DELINEATED BY 1 VERTICAL, 2 HORIZONTAL LINE

ARCHITECT:
4545 architecture
3011 W. GRAND BLVD
SUITE 400
DETROIT, MI 48202
P. 313.450.4545
TM.FLINTOFF@4545ARCHITECTURE.COM

CONSULTANT:

Project :
ROBERTSON
BROTHERS CITY OF
FARMINGTON
TOWNHOME
DEVELOPMENT

Issued for :
REVIEW 05/08/2023

NOT FOR CONSTRUCTION

Drawn by :
JRM
Checked by :
JRM

Sheet Title :
EXTERIOR
ELEVATIONS
FIVE-UNIT BUILDING

Project No. :
2020036

Sheet No. :

A3.1

DO NOT SCALE DRAWINGS | ©2021 Timothy Flintoff Architect, PLLC

SENDER STRIP LOCATION

CONSULTANT:

Project :
 ROBERTSON
 BROTHERS CITY OF
 FARMINGTON
 TOWNHOME
 DEVELOPMENT

Issued for :
 REVIEW 05/08/2023

Drawn by :
 JRM
 Checked by :
 JRM

Sheet Title :
 EXTERIOR
 ELEVATIONS
 FIVE-UNIT BUILDING

Project No. :
 2020036

Sheet No. :
A3.2

GENERAL ELEVATION/SECTION NOTES:

1. THIS DRAWING IS DIAGRAMMATIC AND SHOULD BE USED TO DETERMINE THE DESIGN INTENT. THE CONTRACTOR IS RESPONSIBLE FOR THE COMPLETE SET OF WORK AS INDICATED AND SHALL FIELD VERIFY ALL WORK. COORDINATE ALL DRAWINGS / NEW WORK AND SHALL NOTIFY ARCHITECT IMMEDIATELY OF ANY DISCREPANCIES IN THE DOCUMENTS BEFORE PROCEEDING. FAILURE TO DO SO WILL RESULT IN THE CONTRACTOR TAKING FULL RESPONSIBILITY AND LIABILITY FOR SAID DISCREPANCIES.
2. ALL DIMENSIONS ARE SHOWN FROM FINISH FACE TO FINISH FACE OF PARTITION UNLESS OTHERWISE NOTED.
3. ALL WORK SHALL BE DONE IN ACCORDANCE WITH ALL LOCAL, STATE, COUNTY CODE REGULATIONS, O.S.H.A., AND THE AMERICAN WITH DISABILITIES ACT (ADA). REFER TO THE CODE PLAN FOR MORE INFORMATION.
4. ALL FOUNDATIONS TO EXTEND 42" MIN. BELOW GRADE
5. ALL FOUNDATIONS ADJACENT TO EXIST. FND'S TO MATCH BOTTOM ON FOOTING ELEVATION.
6. UNDER NO CIRCUMSTANCES EXCAVATE BELOW BOTTOM OF EXIST. FND'S TO A MIN. INFLUENCE ZONE DELINEATED BY 1 VERTICAL, 2 HORIZONTAL LINE



1 FIVE-UNIT BUILDING - REAR ELEVATION
 SCALE: 1/4" = 1'-0"

NOT FOR CONSTRUCTION

DO NOT SCALE DRAWINGS | ©2021 Timothy Flintoff Architect, PLLC

SENDER: STRIP LOCATION



1 TYPICAL SIDE ELEVATION
SCALE: 1/4" = 1'-0"

GENERAL ELEVATION/SECTION NOTES:

1. THIS DRAWING IS DIAGRAMMATIC AND SHOULD BE USED TO DETERMINE THE DESIGN INTENT. THE CONTRACTOR IS RESPONSIBLE FOR THE COMPLETE SET OF WORK AS INDICATED AND SHALL FIELD VERIFY ALL WORK, COORDINATE ALL DRAWINGS / NEW WORK AND SHALL NOTIFY ARCHITECT IMMEDIATELY OF ANY DISCREPANCIES IN THE DOCUMENTS BEFORE PROCEEDING. FAILURE TO DO SO WILL RESULT IN THE CONTRACTOR TAKING FULL RESPONSIBILITY AND LIABILITY FOR SAID DISCREPANCIES.
2. ALL DIMENSIONS ARE SHOWN FROM FINISH FACE TO FINISH FACE OF PARTITION UNLESS OTHERWISE NOTED.
3. ALL WORK SHALL BE DONE IN ACCORDANCE WITH ALL LOCAL, STATE, COUNTY CODE REGULATIONS, O.S.H.A., AND THE AMERICAN WITH DISABILITIES ACT (ADA). REFER TO THE CODE PLAN FOR MORE INFORMATION.
4. ALL FOUNDATIONS TO EXTEND 42" MIN. BELOW GRADE
5. ALL FOUNDATIONS ADJACENT TO EXIST. FND'S TO MATCH BOTTOM ON FOOTING ELEVATION.
6. UNDER NO CIRCUMSTANCES EXCAVATE BELOW BOTTOM OF EXIST. FND'S TO A MIN. INFLUENCE ZONE DELINEATED BY 1 VERTICAL, 2 HORIZONTAL LINE

ARCHITECT:
4545 architecture
3011 W. GRAND BLVD
SUITE 400
DETROIT, MI 48202
P. 313.450.4545
TM.FLINTOFF@4545ARCHITECTURE.COM

CONSULTANT:

Project :
ROBERTSON
BROTHERS CITY OF
FARMINGTON
TOWNHOME
DEVELOPMENT

Issued for :
REVIEW 05/08/2023



2 EIGHT-UNIT BUILDING - FRONT ELEVATION
SCALE: 3/16" = 1'-0"

NOT FOR CONSTRUCTION

Drawn by :
JRM
Checked by :
JRM
Sheet Title :
EXTERIOR
ELEVATIONS
EIGHT-UNIT BUILDING
Project No. :
2020036

Sheet No. :
A3.3

DO NOT SCALE DRAWINGS | ©2021 Timothy Flintoff Architect, PLLC

SENDER STRIP LOCATION

CONSULTANT:

Project :
 ROBERTSON
 BROTHERS CITY OF
 FARMINGTON
 TOWNHOME
 DEVELOPMENT

Issued for :
 REVIEW 05/08/2023

Drawn by :
 JRM
 Checked by :
 JRM

Sheet Title :
 EXTERIOR
 ELEVATIONS
 EIGHT-UNIT BUILDING

Project No. :
 2020036

Sheet No. :
A3.4

GENERAL ELEVATION/SECTION NOTES:

1. THIS DRAWING IS DIAGRAMMATIC AND SHOULD BE USED TO DETERMINE THE DESIGN INTENT. THE CONTRACTOR IS RESPONSIBLE FOR THE COMPLETE SET OF WORK AS INDICATED AND SHALL FIELD VERIFY ALL WORK, COORDINATE ALL DRAWINGS / NEW WORK AND SHALL NOTIFY ARCHITECT IMMEDIATELY OF ANY DISCREPANCIES IN THE DOCUMENTS BEFORE PROCEEDING. FAILURE TO DO SO WILL RESULT IN THE CONTRACTOR TAKING FULL RESPONSIBILITY AND LIABILITY FOR SAID DISCREPANCIES.
2. ALL DIMENSIONS ARE SHOWN FROM FINISH FACE TO FINISH FACE OF PARTITION UNLESS OTHERWISE NOTED.
3. ALL WORK SHALL BE DONE IN ACCORDANCE WITH ALL LOCAL, STATE, COUNTY CODE REGULATIONS, O.S.H.A., AND THE AMERICAN WITH DISABILITIES ACT (ADA). REFER TO THE CODE PLAN FOR MORE INFORMATION.
4. ALL FOUNDATIONS TO EXTEND 42" MIN. BELOW GRADE
5. ALL FOUNDATIONS ADJACENT TO EXIST. FND'S TO MATCH BOTTOM ON FOOTING ELEVATION.
6. UNDER NO CIRCUMSTANCES EXCAVATE BELOW BOTTOM OF EXIST. FND'S TO A MIN. INFLUENCE ZONE DELINEATED BY 1 VERTICAL, 2 HORIZONTAL LINE

NOT FOR CONSTRUCTION



1 EIGHT-UNIT BUILDING - REAR ELEVATION
 SCALE: 3/16" = 1'-0"

SENDER STRIP LOCATION

DO NOT SCALE DRAWINGS | ©2021 Timothy Fimoff Architect, PLLC

CONSULTANT:

Project :
 ROBERTSON
 BROTHERS CITY OF
 FARMINGTON
 TOWNHOME
 DEVELOPMENT

Issued for :
 REVIEW 05/08/2023

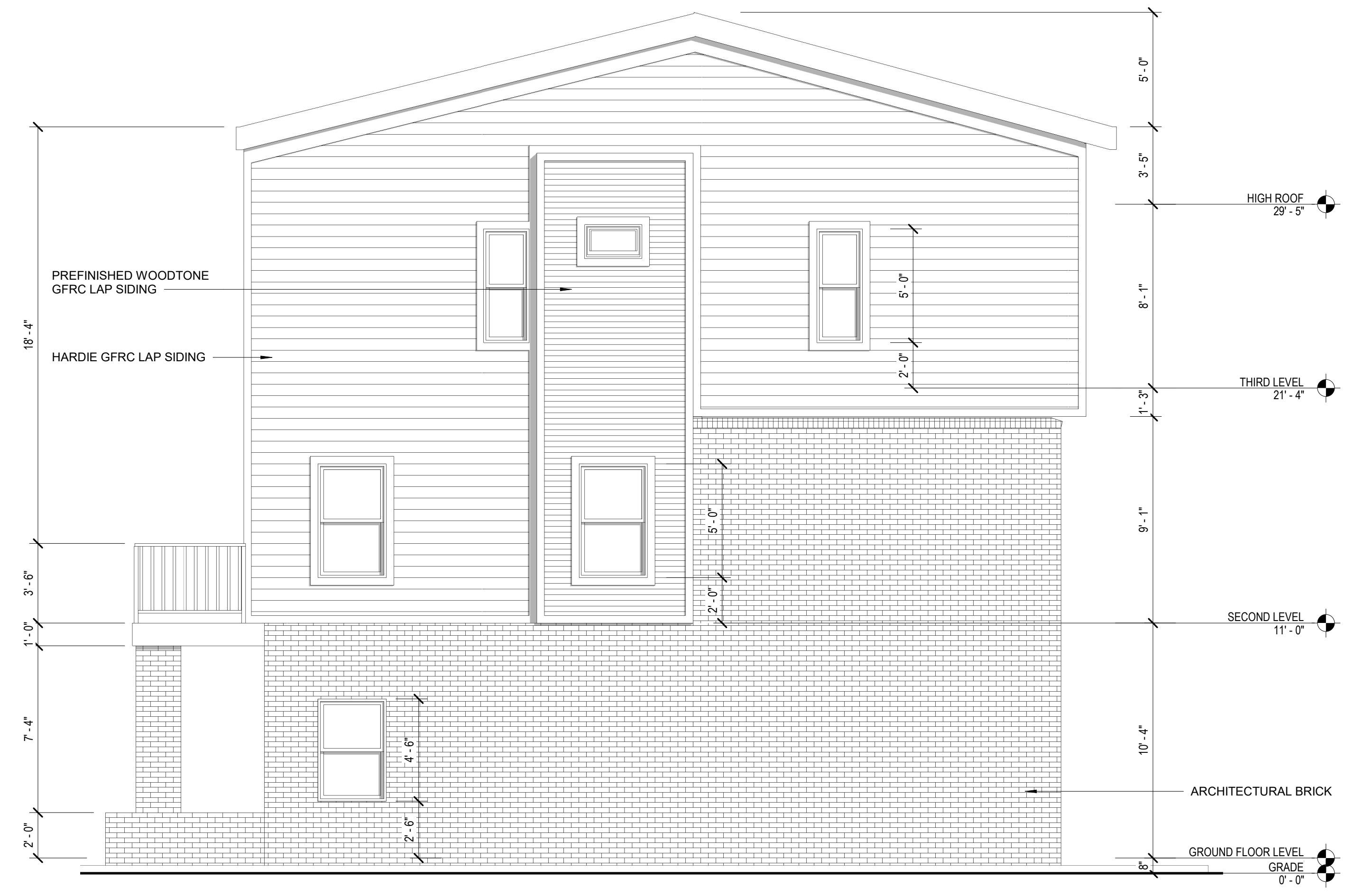
Drawn by :
 JRM
 Checked by :
 JRM

Sheet Title :
 EXTERIOR
 ELEVATIONS
 NINE-UNIT BUILDING

Project No. :
 2020036

Sheet No. :

A3.5



2 TYPICAL SIDE ELEVATION
 SCALE: 1/4" = 1'-0"



1 NINE-UNIT BUILDING - REAR ELEVATION
 SCALE: 3/16" = 1'-0"

NOT FOR CONSTRUCTION

DO NOT SCALE DRAWINGS | ©2021 Timothy Flintoff Architect, PLLC

ARCHITECT:
4545 architecture
3011 W. GRAND BLVD
SUITE 400
DETROIT, MI 48202
P. 313.450.4545
TM.FLINTOFF@4545ARCHITECTURE.COM

CONSULTANT:

Project :
ROBERTSON
BROTHERS CITY OF
FARMINGTON
TOWNHOME
DEVELOPMENT

Issued for :
REVIEW 05/08/2023

Drawn by :
JRM
Checked by :
JRM

Sheet Title :
EXTERIOR
RENDERINGS

Project No. :
2020036

Sheet No. :
A3.6



1 5-UNIT BUILDING FRONT ELEVATION
SCALE:

NOT FOR CONSTRUCTION

DO NOT SCALE DRAWINGS | ©2021 Timothy Flintoff Architect, PLLC

SENDER: STEEP LOCATION





Updated
Elevation
Along Warner



Previous
Elevation
Along Warner



HILLSIDE
TOWNES

RB

PROJECT, BROWNFIELD PLAN, ACT 381 WORK PLAN, EGLE GRANT APPLICATION, AND DDA APPLICATION APPROVALS SCHEDULE				
MTC Site Redevelopment - Hillside Townes PUD Project - Robertson Brothers Homes - Farmington MI				
as of July 18, 2023				
Critical Path Deadline	Task #	Task	Item	Notes
6/16/2023	1	For City Consultant Review - Revised DDA TIR forecast for Infrastructure Improvement Costs and Brownfield TIR forecasts for asbestos abatement, demolition and environmental costs that were included in Council approved Scenario 1D projections submitted	BRA Brownfield Plan	DDA and BRA Forecast provided by Robertson attorney Richard Barr
6/27/2023	2	For City BRA Consultant Review - DRAFT Brownfield Plan submitted	BRA Brownfield Plan	DRAFT Brownfield Plan provided by Robertson attorney Richard Barr
6/30/2023	3	DRAFT Brownfield Plan review comments submitted to Robertson by City BRA Consultant	BRA Brownfield Plan	DRAFT Brownfield Plan review comments provided by City Consultant - Advanced Redevelopment Solutions
6/30/2023	4	For City DDA Consultant Review - DRAFT DDA Application submitted by Robertson	DDA Application	DRAFT DDA Application provided by Robertson
7/5/2023	5	DRAFT DDA Application review comments submitted to Robertson by City DDA Consultant	DDA Application	DRAFT DDA Application review comments provided by DDA Consultant - Advanced Redevelopment Solutions
7/7/2023	6	FINAL Brownfield Plan submitted to BRA for their Board packet and consideration	BRA Brownfield Plan	FINAL Brownfield Plan provided by Robertson attorney Richard Barr
7/7/2023	7	DRAFT DDA Application for DDA consideration submitted to DDA for their Board packet and consideration	DDA Application	DRAFT DDA Application provided by Robertson
7/12/2023, 8AM	8	DDA Meeting to consider project and DDA Application request with introduction by Robertson and City DDA Consultant	DDA Board Meeting - DDA Application	An application will be considered complete after it has been signed, finances have been reviewed, an assessor's report has been issued and the committee has reviewed and authorized it for scoring by the entire DDA Board
7/14/2024, 3:30PM	9	BRA Meeting to consider Brownfield Plan and make recommendation for adoption to City Council	BRA Board Meeting - BRA Brownfield Plan	
7/17/2023, 8AM (webinar)	10	DDA Committee review of DDA Application completed and returns to Robertson with comments and questions, if any	DDA Committee Meeting - DDA Application	
7/17/2023, 7PM	11	City Council receives Brownfield Plan recommendation for adoption from BRA and sets public hearing	Council Meeting - BRA Brownfield Plan	
7/24/2023, 8PM	12	PUD Approval by City Council	Special Council Meeting - PUD Application	
7/28/2023	13	FINAL DDA Application for DDA consideration submitted to DDA Board for scoring	DDA Application	FINAL DDA Application provided by Robertson
8/2/2023, 8AM	14	DDA Meeting to consider FINAL DDA Application, discuss scoring and recommendation for approval to City Council	DDA Board Meeting - DDA Application	
8/7/2023, 7PM	15	Brownfield Plan Public Hearing and consideration for Adoption by City Council, DDA Application consideration for Approval by City Council	Council Meeting - BRA Brownfield Plan Council Meeting - DDA Application	Goal is to have both the Brownfield Plan and DDA Application approved on the same night by Council. Next Council Meeting is 8/21/2023 if the 8/7/2023 is missed.
8/14/2023, 7PM	16	FINAL PUD Approval by Planning Commission	Planning Commission Meeting - PUD FINAL Plan	
9/15/2023	17	Other Final Development Approvals	Planning Commission, City Engineering, other Agencies	
9/15/2023	18	Financing Approval	Robertson	
9/15/2023	19	BRA Brownfield Reimbursement Agreement	BRA Chair - BRA Brownfield Reimbursement Agreement	
9/15/2023	20	DDA Development Agreement	DDA Chair - DDA Development Agreement	
11/24/2023	21	Conditions to Closing		
1/23/2024	22	Closing Date, Demolition Permits Issued?		
3/8/2024	23	Construction Starts	Robertson	45 days from Closing date
4/22/2024	24	Building Demolition Completed	Robertson	90 days from Permits being Issued assumed same as Closing date (01-23-2024)
5/22/2024	25	Environmental Remediation Completed	Robertson	120 days from Closing date
7/21/2024	26	Commence Construction of Buildings	Robertson	180 days from Closing date
8/20/2024	27	Infrastructure Improvements Completed	Robertson	210 days from Closing date
1/22/2025	28	Public Amenities Completed	Robertson	365 days from Closing date
1/22/2026	29	Completion of All Buildings	Robertson	2 years from Closing date
TBD		Michigan Department of Environment, Great Lakes, and Energy (EGLE) Grant Pre-Application submitted to EGLE	EGLE - EGLE Grant	
TBD		EGLE Grant FINAL Application submitted to EGLE	EGLE - EGLE Grant	
12/1/2023		EGLE Grant Application Approved by EGLE	EGLE - EGLE Grant	
TBD		Act 381 Work Plan Submitted to EGLE	EGLE - Act 381 Work Plan	EGLE determination on EGLE Grant support (not necessarily final approval of EGLE Grant) required prior to completing and submitting EGLE Act 381 Work Plan.
TBD		Act 381 Work Plan Approved by EGLE	EGLE - Act 381 Work Plan	