



Special Planning Commission Meeting  
7:00 PM, MONDAY, SEPTEMBER 22, 2014  
Maxfield Education Center  
32789 Ten Mile Rd  
Farmington, MI 48336

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SPECIAL MEETING AGENDA

**I. CALL TO ORDER**

Roll Call

**II. PUBLIC COMMENT**

**III. APPROVAL OF AGENDA**

**IV. PUBLIC HEARING - GRAND RIVER-HALSTEAD PLAZA**

1. Public Hearing-PUD Planned Unit Development Preliminary Plan and PUD Agreement-Grand River-Halstead Plaza

**V. PUBLIC HEARING - DOWNTOWN FARMINGTON CENTER**

1. Public Hearing-PUD Planned Unit Development Preliminary Plan and PUD Agreement-Downtown Farmington Center: Fresh Thyme

**VI. PUBLIC HEARING - GRAND RIVER CORRIDOR OVERLAY DISTRICT**

1. Public Hearing-Grand River Corridor Overlay District

**VII. PLANNING COMMISSION COMMENT**

**VIII. ADJOURNMENT**

**Farmington City Council  
Staff Report**
**Council Meeting Date:**  
September 22, 2014

**Reference  
Number  
(ID # 1675)**
**Submitted by:** Kevin Christiansen, Economic Community Development Director

**Description:** Public Hearing-PUD Planned Unit Development Preliminary Plan and PUD Agreement-Grand River-Halsted Plaza

**Requested Action:**
**Background:**

This item is a scheduled Public Hearing and Preliminary PUD Planned Unit Development Plan review with the Planning Commission on a proposed PUD Planned Unit Development Plan for the redevelopment of Grand River-Halsted Plaza (former Kmart Shopping Center site). At the September 8, 2014 Planning Commission Meeting, the Commission held a pre-application conference (discussion and review) with the applicant on a proposed PUD planned unit development concept plan for the redevelopment of Grand River-Halsted Plaza. The Planning Commission scheduled the required PUD Public Hearing for the September 22, 2014 meeting as requested (see attached copy of public notice).

The applicant, Grand River Project LLC, has submitted a Preliminary PUD Plan for the redevelopment of Grand River-Halsted Plaza. The preliminary plan includes an existing conditions survey of the site, a proposed layout/site plan, and elevations/perspectives of proposed buildings. Also attached is an aerial photo of the site. The following additional information is attached:

- A PUD site plan review letter from LSL Planning dated 9/17/14.
- A Grand River - Freedom Road PUD Narrative submitted by the applicant.
- An Operations Plan submitted by The Suburban Collection.

The applicant will be at the September 22, 2014 meeting to present the Preliminary PUD Plan to the Commission.

Attachments

**Agenda Review**
**Review:**

<b>Kevin Christiansen</b>	<b>Pending</b>	
<b>City Manager</b>	<b>Pending</b>	
<b>Planning Commission</b>	<b>Pending</b>	<b>09/22/2014 7:00 PM</b>



September 17, 2014

Planning Commission  
 Attn: Kevin Christiansen, Community and Economic Development Director  
 City of Farmington  
 23600 Liberty Street  
 Farmington, Michigan 48335

**Subject:** Grand River & Freedom Road PUD Review  
**Date of Site Plan:** 8/22/14 and 9/15/14 (Sheets P1, P5 and P6)  
**Location:** 37175 Grand River Avenue (former Kmart plaza)

Dear Mr. Christiansen:

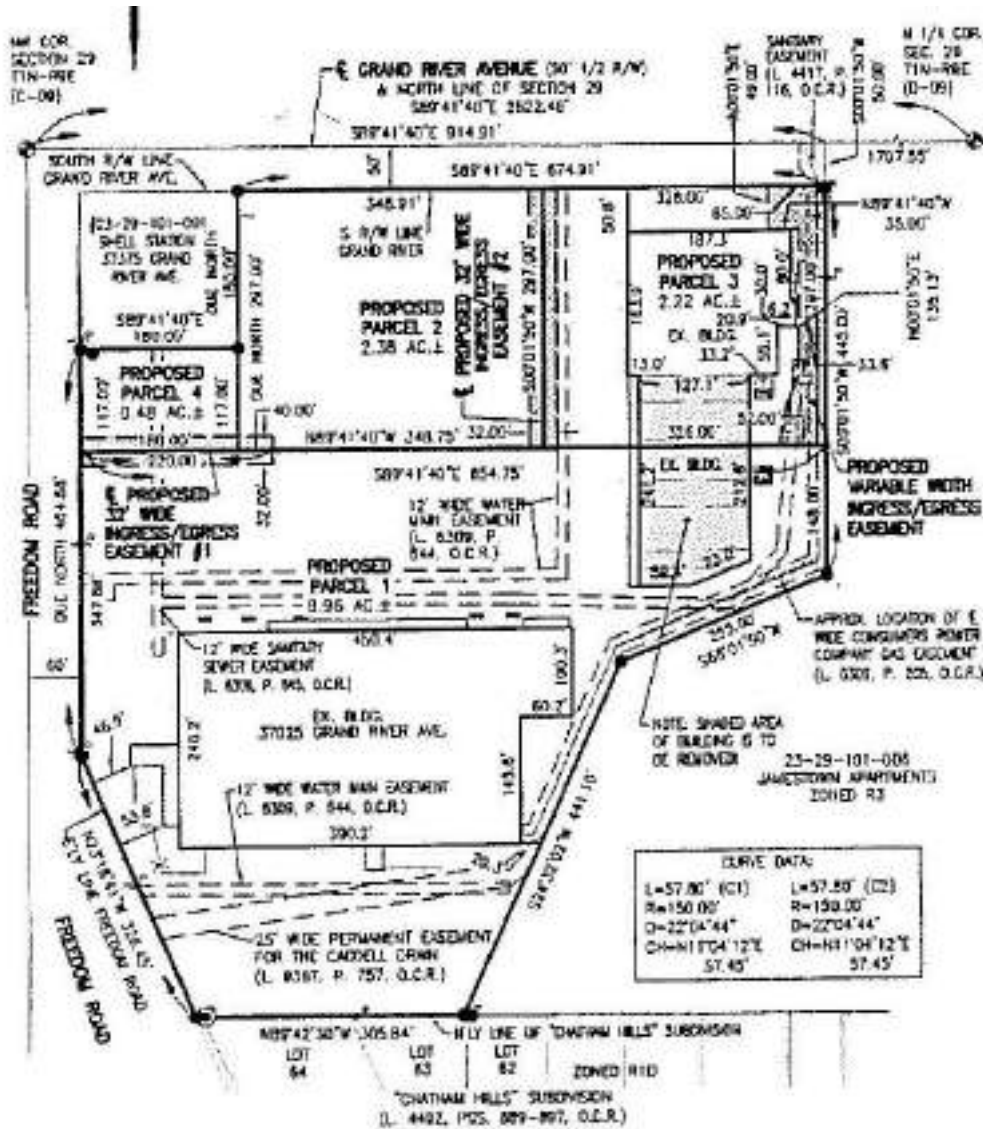
At your request we have completed a site plan review for the proposed PUD redevelopment of the former Kmart site located at the southeast corner of Grand River and Freedom Road (M-5). The site is zoned C3, General Commercial. The applicant is proposing to demolish all buildings on the site except for the existing Tile Shop. The redevelopment plan includes construction of a new 3 story office/retail building and a new vehicle preparation building for The Suburban Collection auto dealerships.



City of Farmington  
Grand River/Freedom PUD Review  
September 17, 2014

The proposed uses (retail, office, auto dealerships) are consistent with those permitted in the C3 district; however, some specific details of the site do not meet the strict dimensional requirements of the district. In order to facilitate redevelopment of their vision for the site, the applicants have applied for a Planned Unit Development, which allows the city to consider the context of the site and grant flexibility as needed to accommodate redevelopment, in exchange for a higher quality development than could otherwise be achieved under the existing zoning. In this case, it appears the applicants are requesting the PUD to allow for taller building heights and narrower buffer widths than would otherwise be required.

The site is located at the city's west end. The property across Grand River Avenue is located in the City of Farmington Hills. Property directly to the north of this site contains a financial institution; to the east are the Jamestown Apartments and to the south is the Chatham Hills neighborhood. To the west lies Freedom Road and the M-5 freeway. The applicants are proposing to develop the site into 4 parcels as shown below:



Attachment: Grand River-Halsted Plaza - Kmart LSL PUD Review 9-17-14 (1) (1675 : Public Hearing-PUD Grand River-Halsted Plaza)



## PUD REVIEW

Article 10 of the zoning ordinance provides the standards and requirements that must be met in order to receive approval.

### ELIGIBILITY CRITERIA (SECTION 35-132)

1. **Unified Control.** The site is under single ownership now, but is proposed to be parceled and sold off to separate owners. The applicant proposes a series of easements for parking and access that will ensure shared use of these facilities. This can be further confirmed in the PUD Agreement so the city maintains a higher degree of oversight.

2. **Recognizable Benefit.** To qualify for PUD approval, the project must provide at least 3 recognizable benefits that could not be achieved through the underlying zoning. The list of potential Recognizable Benefits is shown to the right. The three benefits we believe are most applicable are explained below:

#### RECOGNIZABLE BENEFITS *(The project must provide at least three of the following)*

- Mixed use (that must include residential uses)
- Redevelopment of brownfield or greyfield site
- Pedestrian/transit-oriented design
- High quality architectural design
- Extensive landscaping
- Preservation of natural resources
- Preservation of historic resources
- Provision of open space
- Consolidation of parcels
- Transition between non-residential and residential uses
- Shared vehicular access
- Mitigation of impacts
- Use of sustainable building and site design

a. **Redevelopment.** The project involves redevelopment of an older, economically obsolete site that, when redeveloped, will better contribute to the local economy.

b. **Landscaping.** The plans show a series of several flowering cherry trees along Grand River Avenue that will mirror existing cherry trees on the north side of Grand River. This will help create a sense of entry into Farmington. A detailed Landscape Plan will be required with the Final Site Plan to show final plantings so we may verify the amount of landscaping will be "extensive."

c. **Shared access.** In total, the site will be divided into 4 parcels, who will use a total of 3 driveway access points. One access point is being removed, which brings the site into greater conformity. One will be located off Freedom Road and two will be off Grand River Avenue. A future driveway to one vacant lot is proposed off Freedom Road that we do not feel is needed. The driveways have been located as far away from the intersection as feasible.

While the project does provide enough Recognized Benefits to qualify for PUD review, we believe even more opportunities exist to improve the project to where it can provide the following additional Benefits:

- **Pedestrian/Transit-Oriented Design.** We suggest the proposed new building be moved closer to Grand River, roughly aligned with the front building line of the Tile Shop (and coincidentally more in line with the adjacent gas station). This will help shorten the front yard of the project and make it more inviting for pedestrians and bicyclists. Additional pedestrian connections should be made to the Grand River frontage sidewalk, or even off-site sidewalks to connect to the Freedom Road sidewalk to the south, and inclusion of bicycle parking could also help strengthen the argument for this benefit.

3. **Compatibility with Adjacent Uses.** This project will change the aesthetic nature of the site, in that it will still contain a large parking area; however, the proposed 3 story building will help improve the site by bringing activity closer to Grand River and eliminating views of the large parking lot from Grand River. To the rear, the proposed use for automobile storage will lessen the amount of activity that can be expected along the portion of the site that abuts residential neighborhoods. The project involves replacement of the existing screening wall along the perimeter of the site. It also suggests new landscaping may be planted. A detail showing the proposed wall and actual landscaping will be required with the Final Site Plan.
4. **Public Utilities.** The PUD must be able to be served by necessary public utilities. We defer comment on these items to the City Engineer.
5. **Compatibility with Master Plan.** The Farmington Master Plan highlights this site as one of its commercial subareas targeted for redevelopment. The vision of the Master Plan was for mixed use (with residential) or larger corporate offices. The applicant attempted to recruit a residential developer to partner with but was not successful. The applicant finds the current marketplace is not conducive to the specific types of uses proposed in the Master Plan, the suggested redevelopment is still appropriate as it helps bring liner buildings closer to Grand River as discussed in the Plan.

#### SITE PLAN REVIEW

In accordance with *ARTICLE 13* and *Sec. 35-162*, site plan approval is required from the Planning Commission. Because it is a redevelopment project and a proposed Planned Unit Development, the Planning Commission has some discretion in determining the extent of upgrades that should be required. The following contains our review of the site plan:

1. **Site Design Characteristics.** The ordinance requires that proposed development take into account its surroundings. The proposed redevelopment will be compatible with surrounding development, and will improve the condition of the existing screening between this site and adjacent residential sites, as well as an overall improvement in the appearance of the front of the site. By bringing the 3 story office/retail building closer to Grand River Avenue, the buildings on this site will contribute more to the appeal of Grand River than the former Kmart building did.
2. **Building Design.** The existing Tile Shop building will remain, and two new buildings will be constructed. The Tile Shop will receive a façade update and entryway treatments that will improve the building appearance from the parking lot as well as from Grand River Avenue.



**EXISTING CONDITION**

The new retail/office building will have a more contemporary character with a mostly glass façade. The building design does not meet a variety of zoning ordinance requirements, including the following:

Deviations of Section 35-53, Non-Residential Design Requirements:

- The façade design is required to incorporate architectural features and a variety of building materials for at least 30% of its length. The proposed building maintains a flat façade with little variation to distinguish one storefront from another.
- The façade consists primarily of glass and EIFS materials, both of which are specifically discouraged in the ordinance. Section 35-53.D.1. specifically states that “highly reflective or metallic tinting of windows shall not be permitted.”

Deviations of Section 35-103, Lot and Yard Requirements:

- The proposed building is 42 feet in height, where a maximum height of 35 feet is allowed.
- The proposed parking lot will be closer than the required 20 feet from residential districts. The inclusion of a new masonry screen wall allows the Planning Commission to reduce this setback, but it also requires landscaped islands be provided along the edge at a rate of 1 per 50 feet.

3. **Traffic.** The applicants prepared a Traffic Impact Study for the project that concluded the following:
- The project will generate half of the total traffic that the existing retail center would generate if it were operating.
  - The reduction in Grand River Ave. curb cuts from 3 to 2 easily services the proposed PUD, including an anticipated deceleration right turn lanes.
  - Site exiting onto Freedom Road provides an easy access to Grand River Ave. particularly during times of congestion.
  - The Truck access drive along the east property line will carry less traffic than the historically occupied retail center.
4. **Parking.** The site plan shows there will be 291 parking spaces provided for parcels 2 and 3, where 186 would be required (see table). Clearly the vehicle preparation area will have adequate parking, and until we know what development may occur on the “vacant” parcel 4, we cannot evaluate it. The following summarizes the amount of parking required for the development proposed on parcels 2 and 3:

FARMINGTON PARKING REQUIREMENT		
	Area	Required
New Retail	9,735	34
Tile Shop	29,651	114
New Office	11,385	39
	<b>Total</b>	<b>186</b>

5. **Access.** Access is provided via two driveways from Grand River Avenue and one driveway from Freedom Road that will serve all 4 parcels in the PUD. The applicant submitted easement documents that will need to be executed to maintain legal access to all parcels – we defer review of those legal documents to the City Attorney.

We offer the following comments regarding the proposed access:

- a. The number of driveways seems appropriate given the scale of the site, nearby transportation conditions, and potential truck traffic.

- b. Driveways are spaced as far from the intersection at Grand River Avenue and Freedom Road as possible, and there do not seem to be a conflict with opposing driveways. The Final Site Plan should detail the width and spacing of the proposed driveways.
  - c. Even though it is pre-existing, the proposed easternmost driveway from Grand River should be redesigned to be narrower and shifted slightly to the east so it more safely directs traffic along the side of the building rather than presenting drivers with an immediate decision to go right or left due to the presence of the Tile Shop building.
  - d. The proposed new driveway that will serve the future development on parcel 4 should be removed in favor of cross-access with the gas station to the north and the new service road proposed with this development. The additional driveway is not permitted in the ordinance if indirect access can be provided, especially where it will minimize impacts of future development on traffic conditions along Freedom Road.
6. **Landscaping.** The Final Site Plan must include a detailed Landscape Plan that shows the size and type of all proposed plants. The following summarizes the landscaping requirements:
- a. **Frontage.** This site is located at the city's western boundary and acts as a gateway site to the city. As such, the ordinance calls for there to be special entrance features that distinguish the site. The project shows 18 cherry trees along the Grand River Avenue frontage, which are intended to mirror those on the north side of Grand River. This is a nice way to create a sense of entry to the city. The ordinance also suggests the site include a "Welcome to Farmington" sign that will further identify this gateway.
  - b. **Buffer.** The project includes replacement of the 6 foot masonry screen wall that runs along the south and eastern property lines between the site and the adjacent neighborhoods. The ordinance requires that landscaped islands be located every 50 feet where a buffer is narrower than required. In this case, the perimeter of the site is also heavily landscaped with trees.
  - c. **Parking Lot.** Parking lots must include a parking island for each 8 spaces provided. This standard has been met for the parking areas on parcels 2 and 3, but not in the rear vehicle preparation area. Because of the nature of the use and the low visibility of the parking lot, the city may waive this requirement in the PUD Agreement.
7. **Pedestrian Circulation.** The existing sidewalk along Grand River Avenue will be retained. The city may require a frontage sidewalk along Freedom Road. While there is no sidewalk located immediately to the south of the site, they do begin again south of the Chatham Hills subdivision. One internal crosswalk is shown to provide access between the Tile Shop and new office/retail building and sidewalks are shown around the entire new office/retail building and along the front of the Tile Shop building. Otherwise, few pedestrian facilities are provided.
8. **Exterior Lighting.** Details of exterior lighting figures will be required with the Final Site Plan to ensure they meet the zoning requirements. Care needs to be taken to ensure that lighting of the rear vehicle storage will not create glare onto neighboring properties. We suggest that light poles be kept lower in this area of the site.
9. **Signs.** Sign details have not been submitted for review. They will be required as part of the Final Site Plan.
10. **Waste Receptacles.** Waste receptacles are not shown on the site plan. Proposed dumpster locations with enclosure details will need to be provided on the Final Site Plan.

## SUMMARY

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While we agree the proposed project will be a benefit to Farmington by reusing a large underutilized and obsolete site, but feel it could be improved with the following changes:

1. Revised building design that incorporates more variety of building materials and variation in the front facade. We also suggest the storefronts be designed so they are more of an architectural element. The covered entrance design shown makes the entrances less prominent.
2. Strengthen the "gateway" image along the frontage by incorporating a "Welcome to Farmington" sign.
3. Shifting of the easternmost driveway from Grand River to the east, and removal of the proposed driveway on Parcel 4 from Freedom Road.
4. Shifting the 3 story building toward Grand River to maintain a similar layout to the Tile Shop design.
5. Removal of the future driveway to parcel 4.

Items that should be incorporated into the **Development Agreement**:

1. Timing of construction needs to state the order and priorities for development. The city should be assured that the 3 story retail/office building will be constructed in the near future and that it will be constructed before the rear area is used for vehicle storage and preparation.
2. The proposed building height must receive approval as a deviation from the maximum height of 35 feet in the C3 District.

We look forward to discussing this with you at your meeting on September 22nd.

Sincerely,  
**LSL Planning, a SAFEbuilt Company**



Bradley K. Strader, AICP,PTP  
 Planning Division Manager



Sherrin S. Hood, AICP  
 Senior Planner



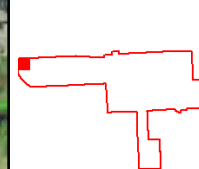


**MAP COMMENTS:**  
**GRAND RIVER/HALSTEAD**

**MAP LEGEND:**

- CITY BOUNDARY
- RIVERS-STREAMS
- MULTITENANTBUILDING (Type)
  - BUILT
  - PROPOSED
- COMM\_INDUST BLDGS
- RAPHAEL STREET(POLY)2
- RAPHAEL STREET(POLY)
- PARCELS
- ROADS OUTSIDE FARMINGTON
- RIGHTOFWAY
- MULTITENANTPAVING
  - ROW EXTEND
- LOT HISTORY
- OPEN WATER (FEATURETYP)
  - DetentionPond
  - StreamRiver
  - LakePond
  - Channel
  - SwampMarsh
- 2010 AERIAL PHOTOS (Image)

Reference Map



Map Scale: 1 inch = 150 feet

Map Date: 2/07/2014

Data Date: February 7, 2014

Sources: City of Farmington, Oakland County GIS Utility, River's Edge GIS, LLC.

Disclaimer:  
Note: The information provided by this program has been compiled from recorded deeds, plats, taxmaps, surveys, and other public records and data. It is not a legally recorded map or survey and is not intended to be used as one. Users of this data are hereby notified that the information sources mentioned above should be consulted for verification of the information. Once again, USE AT YOUR OWN RISK !!!





# Grand River & Freedom Road P.U.D.

## Farmington, MI



SIEGAL/TUOMAALA  
ASSOCIATES  
ARCHITECTS &  
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### Index of Drawings

- P0 Cover Sheet
- Architectural
- P1 Proposed P.U.D. Plan
- P2 The Tile Shop Floor Plan
- P3 The Tile Shop Elevations
- P4 Office/Retail Building Floor Plans
- P5 Office/Retail Building Elevations
- P6 Perspectives
- P7 The Suburban Collection New Car Prep Building



project name:  
Grand River &  
Freedom Road  
P.U.D.

project location:  
Farmington, MI

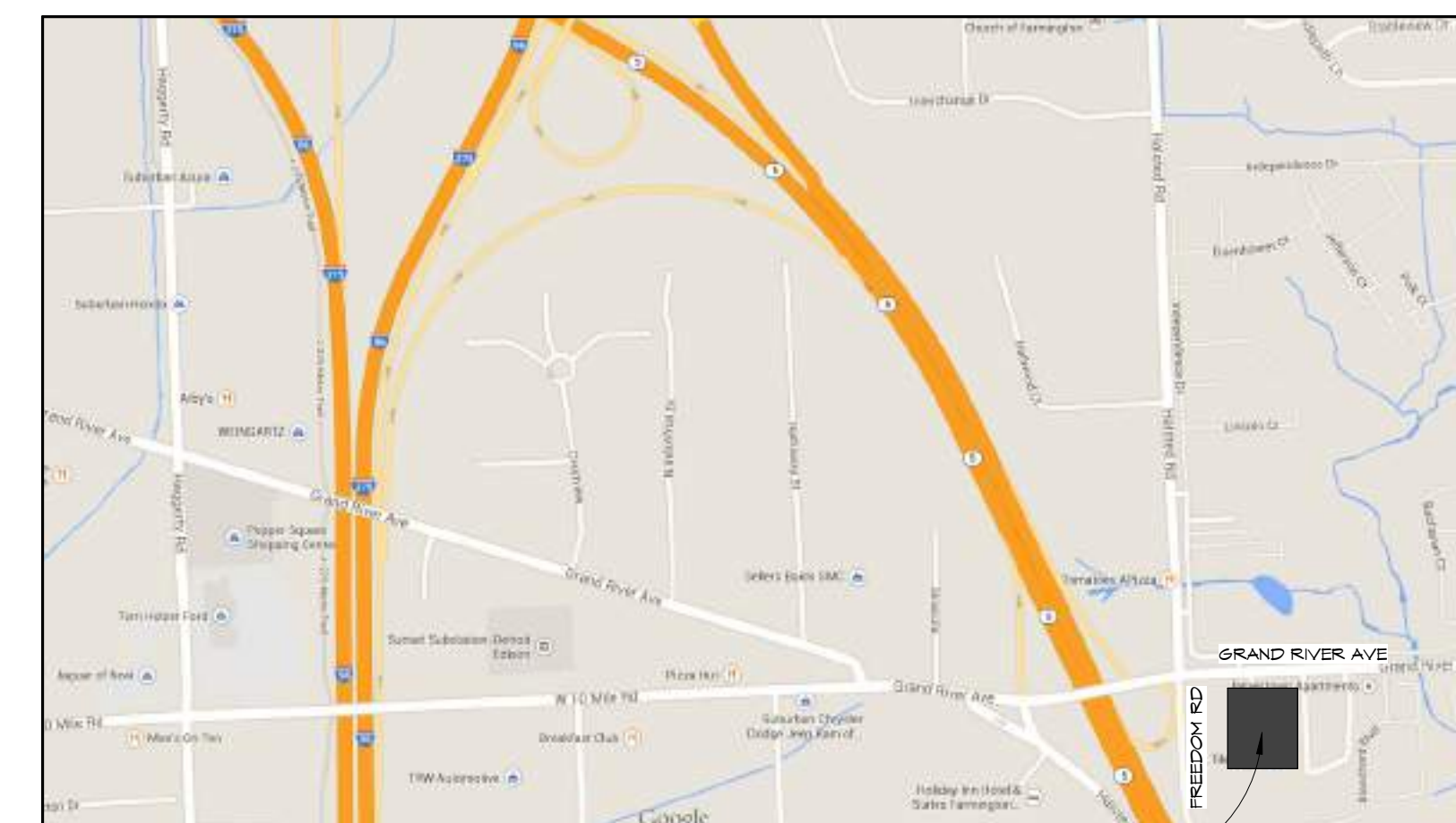
date/ revision:  
Aug 22, 2014 - P.U.D.

sheet title:  
Cover Sheet

project number:  
2075

sheet number:  
P0

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Location Map





**PARCEL 1 - 8.96 ACRES**

USE: VEHICULAR PARKING 1,117 SPACES

**PARCEL 2 - 2.38 ACRES**

PROPOSED 3-STORY RETAIL/OFFICE MIXED USE BLDG  
 54 FT X 165 FT @ 1ST FLR = 9,135 SF  
 64 FT X 165 FT @ 2ND/3RD FLR = 11,365 SF X 2  
 TOTAL BUILDING SQUARE FOOTAGE = 32,505 SF

REQUIRED PARKING  
 1 FLOOR RETAIL: 9,135 SF @ 4 SPACES/1000 SF GLA = 34 SPACES  
 2 FLOORS OFFICE: 11,365 SF X 2 @ 4 SPACES/1000 SF GLA = 91 SPACES  
 130 SPACES REQ'D  
 62 SPACES REQ'D  
 192 SPACES REQ'D  
 195 SPACES PROVIDED

**PARCEL 3 - 2.22 ACRES**

EXISTING 1-STORY RETAIL BUILDING "THE TILE SHOP" = 29,651 SF

REQUIRED PARKING  
 29,651 SF @ 4.5 SPACES/1000 SF GLA = 133 SPACES REQ'D  
 62 SPACES  
 71 SPACES REQ'D ON PARCEL 3  
 79 SPACES PROVIDED

**PARCEL 4 - 0.48 ACRES**

DEVELOPMENT PLANS UNDETERMINED  
 - FUTURE DEVELOPMENT WITH PARCEL 1, PARCEL 2 OR WITH ADJACENT FORMER GAS STATION PROPERTY.

**TOTAL: 14.04 ACRES**

- PARCEL 1 IS AN AUTOMOTIVE USE. C-3 PERMITS AUTOMOTIVE USE AS A SPECIAL USE.
- ORDNANCE: 35 FT. MAXIMUM HEIGHT DEVIATION: ADDITIONAL 10 FT HEIGHT TO 45 FT HEIGHT @ 3 STORY MIXED-USE BUILDING
- ORDNANCE: 10 FT LANDSCAPE SETBACK TO NON-RESIDENTIAL PROPERTY DEVIATION: 5 FT LANDSCAPE SETBACKS PROVIDED

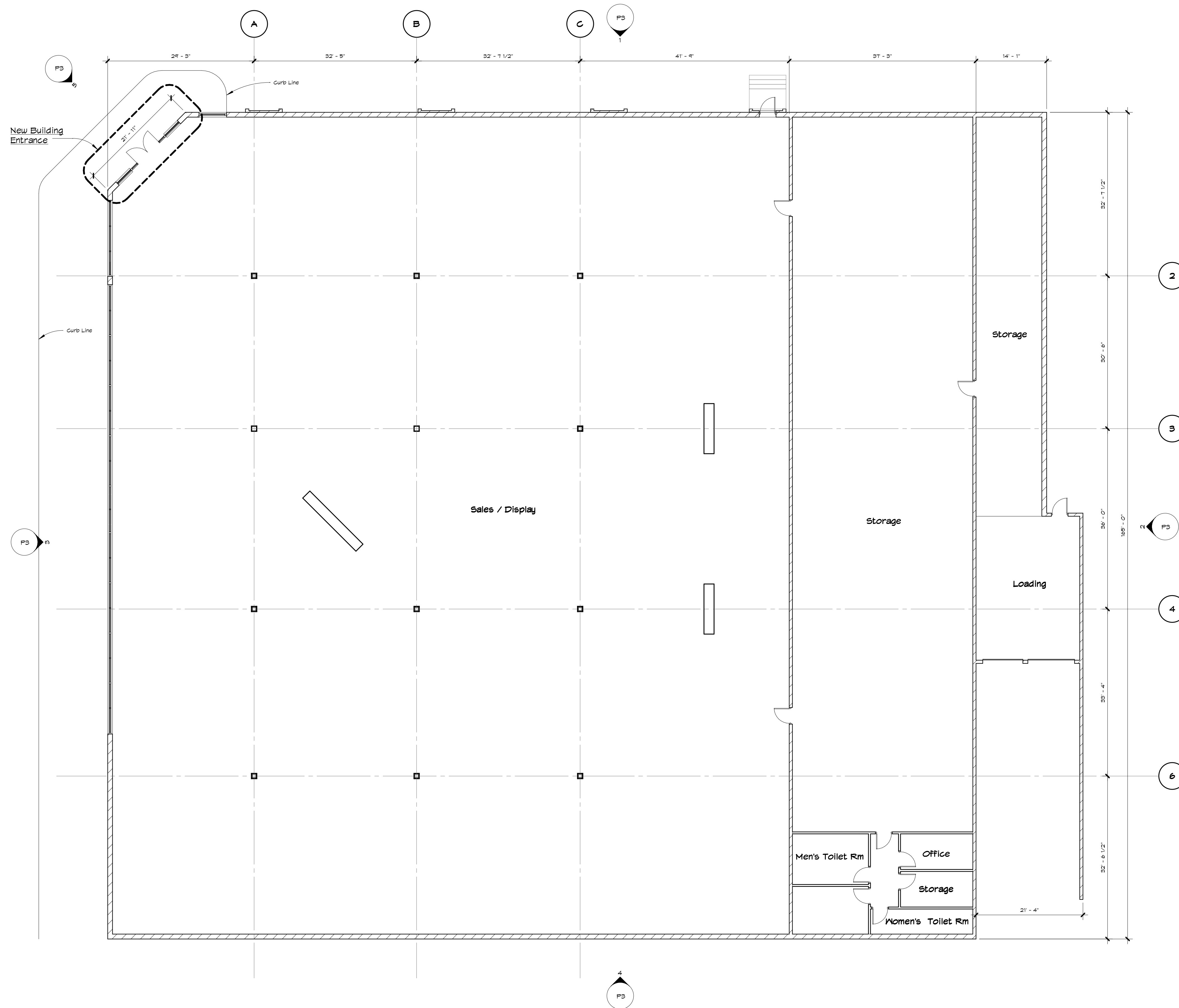




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P.U.D.  
project location:  
Farmington, MI

date/ revision:  
Aug 22, 2014 - P.U.D.

sheet title:  
The Tile Shop  
Floor Plan

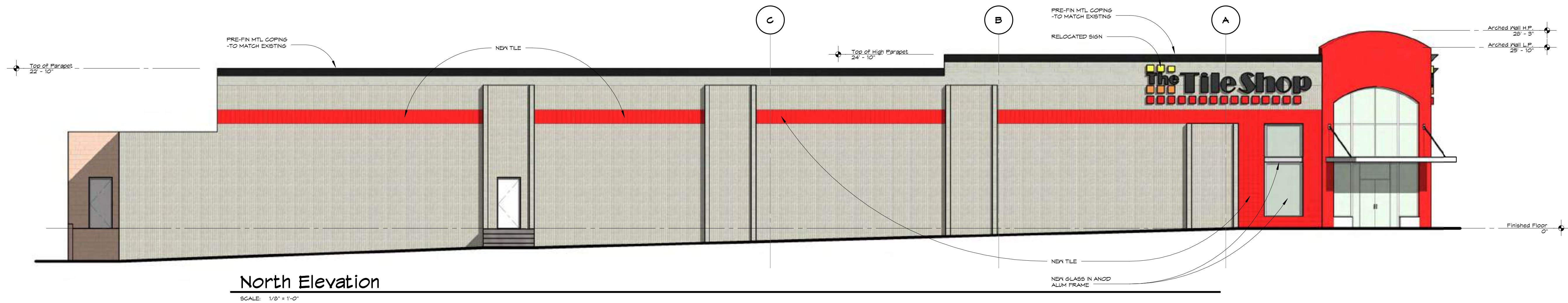
project number:  
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sheet number:  
P2

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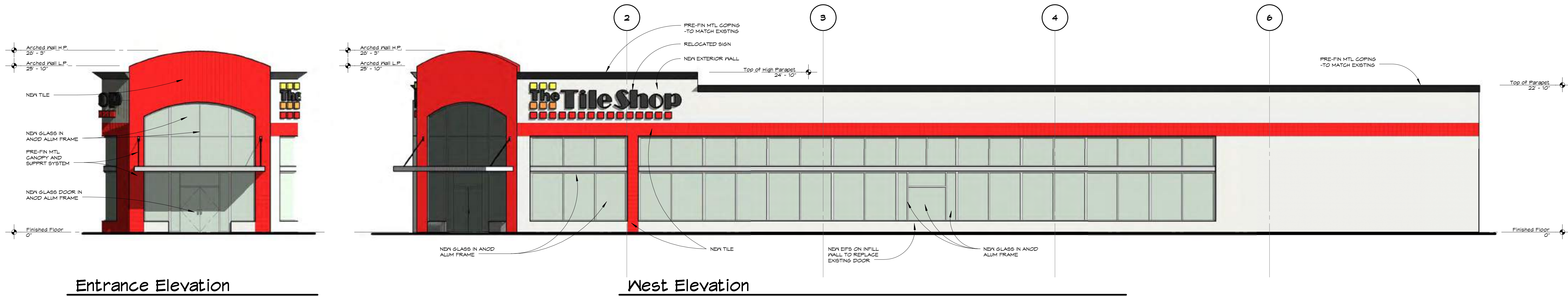
Floor Plan  
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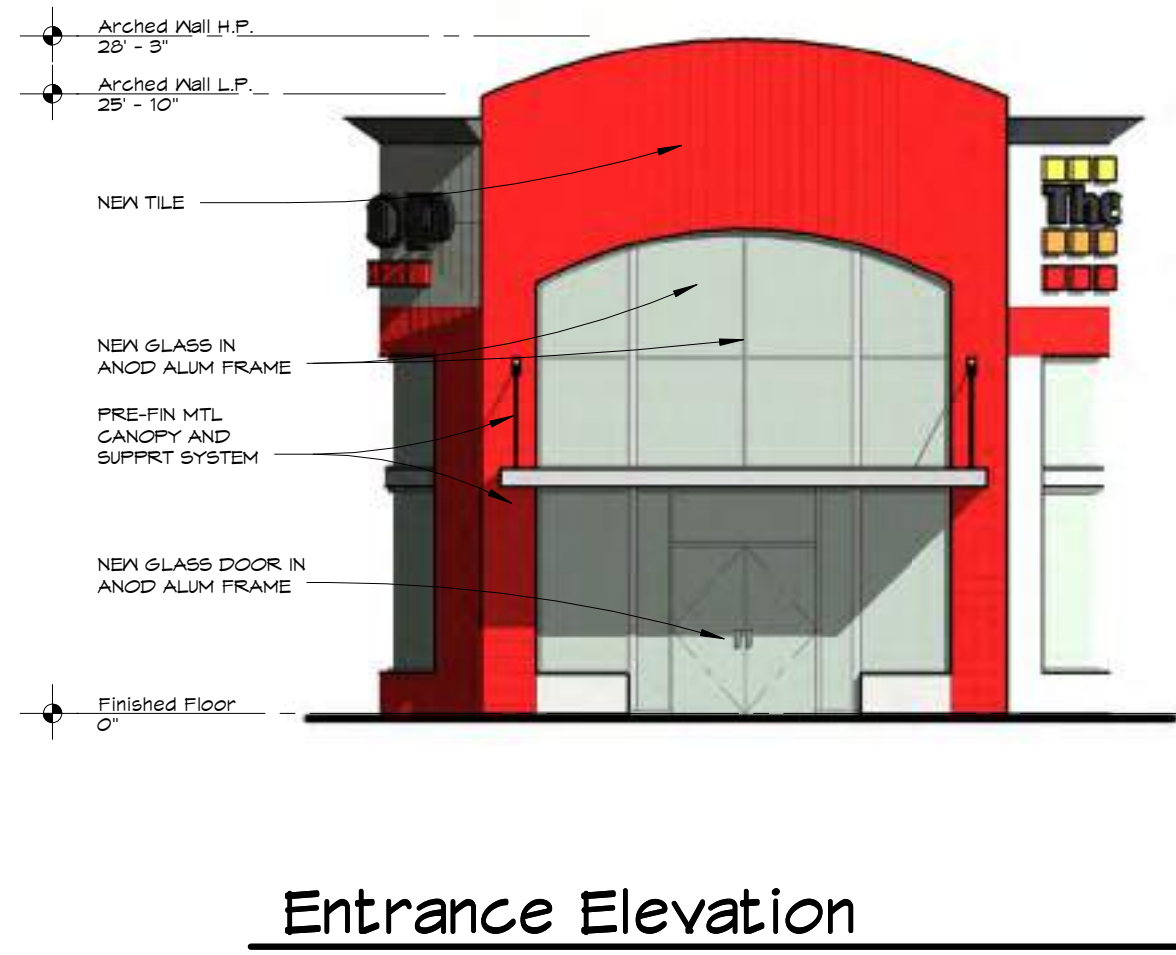
North Elevation

SCALE: 1/8" = 1'-0"



West Elevation

SCALE: 1/8" = 1'-0"

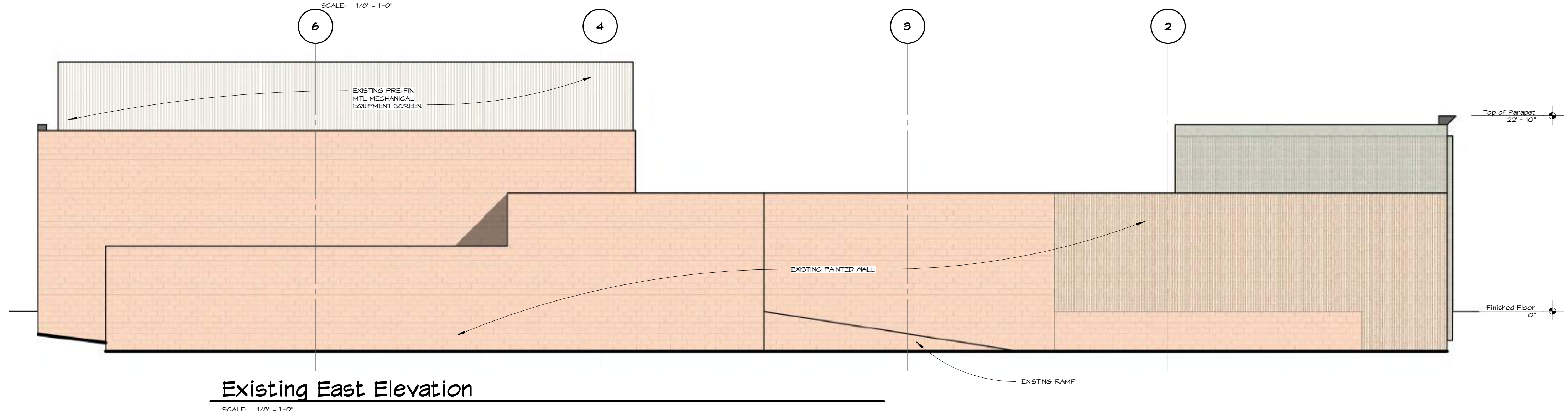


Entrance Elevation

SCALE: 1/8" = 1'-0"

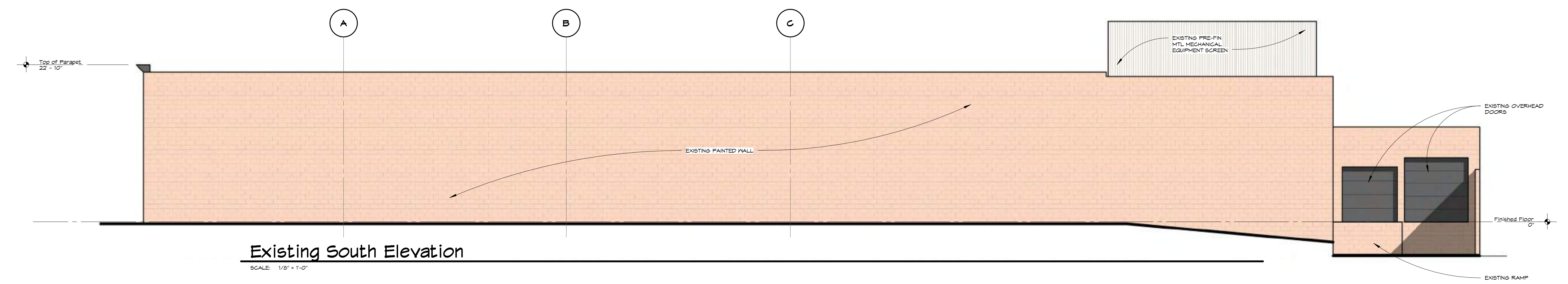


Northwest Corner



Existing East Elevation

SCALE: 1/8" = 1'-0"



Existing South Elevation

SCALE: 1/8" = 1'-0"

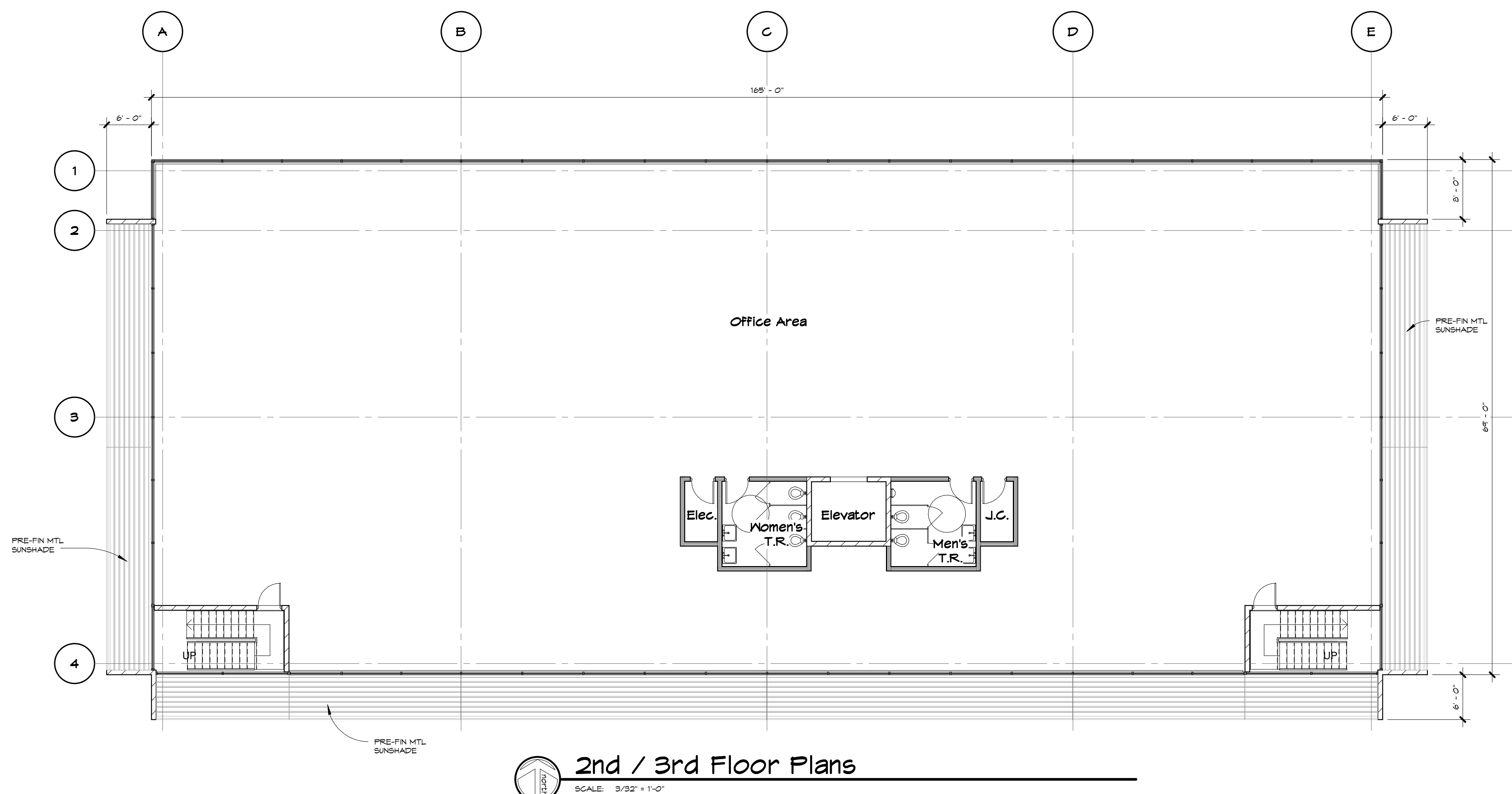
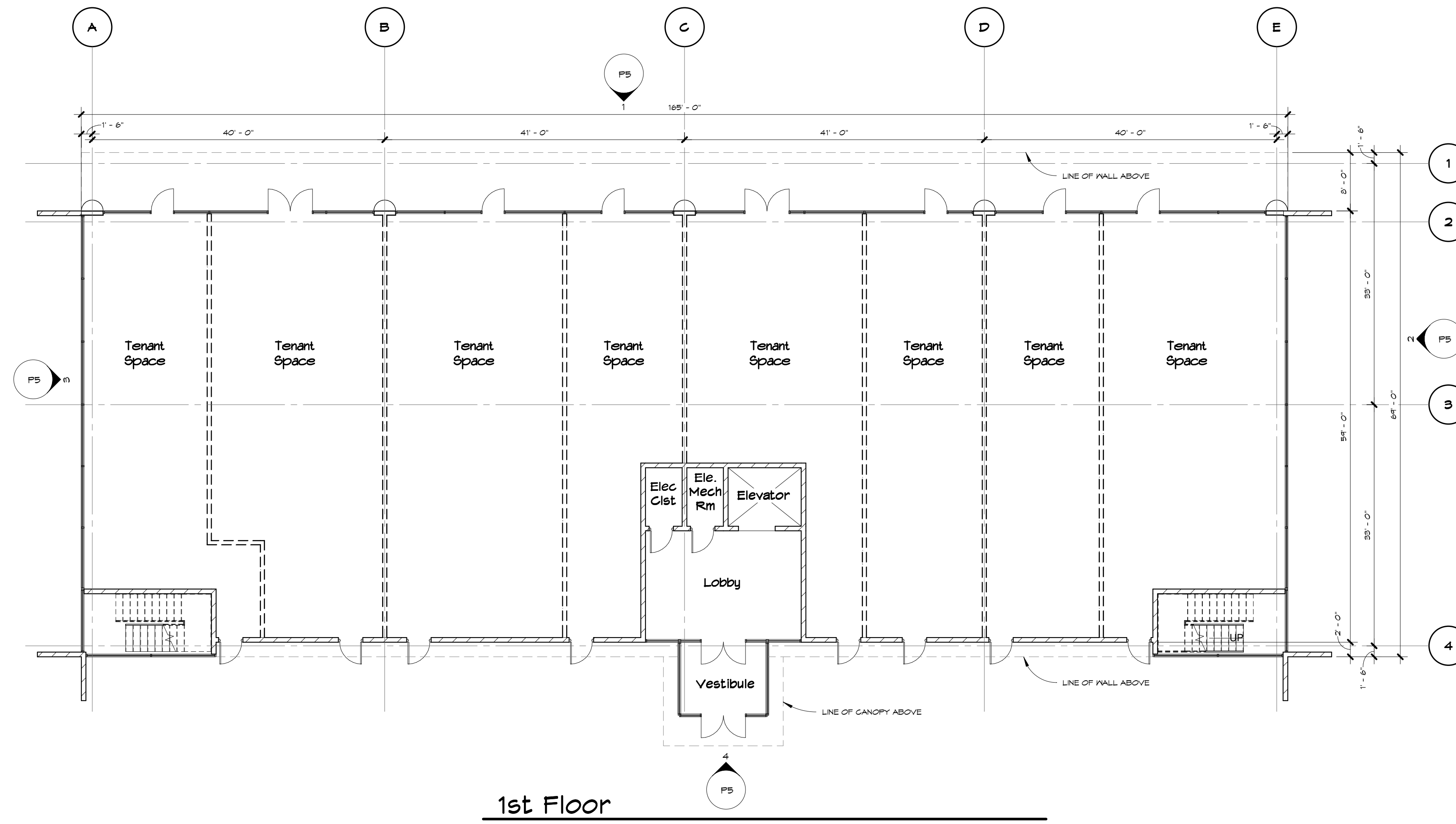




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project location:  
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date/ revision:  
Aug 22, 2014 - P.U.D.

sheet title:  
Office/Retail Building Floor Plans

project number:  
2075

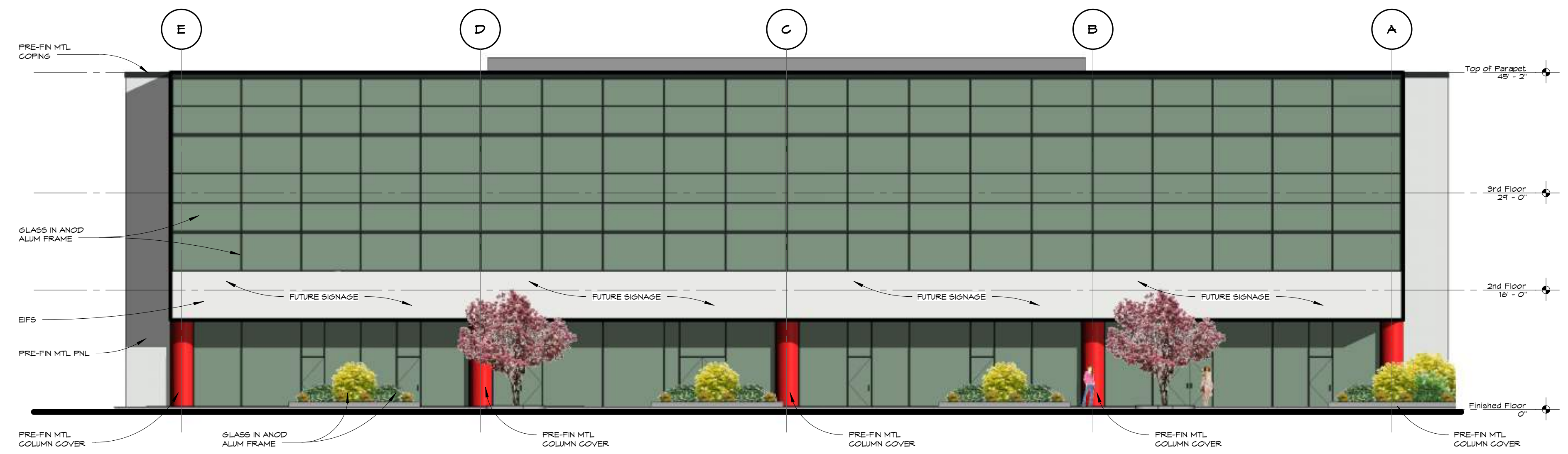
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P4

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View From Northeast



North Elevation

SCALE: 3/32" = 1'-0"



View From North



West Elevation

SCALE: 3/32" = 1'-0"



East Elevation

SCALE: 3/32" = 1'-0"



South Elevation

SCALE: 3/32" = 1'-0"

project name:  
Grand River &  
Freedom Road  
P.U.D.  
project location:  
Farmington, MI

date/ revision:

- Aug 22, 2014 - P.U.D.
- Sept. 15, 2014

sheet title:

Office/Retail  
Building  
Elevations

project number:

2075

sheet number:

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EXISTING OFFICE BUILDING ACROSS GRAND RIVER AVENUE

VIEWS TO SITE MAIN DRIVEWAY FROM GRAND RIVER AVENUE

no scale

project name: Grand River & Freedom Road P.U.D.

project location: Farmington, MI

date/revision: Aug 22, 2014 - P.U.D. Sept. 15, 2014

sheet title: Perspectives

project number: 2075

sheet number: P6

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Attachment: Grand River-Halsted Plaza - Grand River & Freedom Road PUD (Revised 9-15-14) (1675 - Public Hearing-PUD Grand River-Halsted Plaza)

H:\2075 Grand River Freedom Rd Concept\04-09-2015 PUD Perspectives\03-15-14 STA.dwg, 03/15/2014 10:30:28 AM, jenna





# **GRAND RIVER – FREEDOM ROAD** **P.U.D. NARRATIVE**

August 22, 2014

## **Owner**

Grand River Project LLC.  
37000 Grand River Ave.  
Suite 360  
Farmington Hills, Michigan 48335







## INTRODUCTION

The Grand River Project LLC ownership entity is submitting the attached 14.04 acre PUD concept plan to the City of Farmington for Pre-Application Review. The four parcels that comprise the proposed PUD are composed of a previous conditionally approved parcel split as follows:

Parcel 1- 8.96 acres on the south end of the site to be used primarily as a vehicle storage parking area for the Suburban Collection, and an 8,000 square foot New Vehicle Prep Building.

Parcel 2- 2.38 acres on Grand River Ave. to be used for a new 3 story mixed use retail-office building.

Parcel 3- 2.22 acres on Grand River Ave. for the existing building "The Tile Shop".

Parcel 4- 0.48 acres on the west side of the property south of the existing now closed gas station (not part of the PUD), to be left empty for ultimate use with one of the adjacent parcels.

All existing buildings on the PUD will be demolished other than The Tile Shop, which will remain in operation.

Attached to this PUD are the following drawings, all dated August 22, 2014:

Sheet P1 – Concept PUD Plan

Sheet P2 -3 The Tile Shop building floor plan and proposed renovation elevation

Sheet P4-5 Proposed Retail/Office mixed use floor plans and building elevations for a 3 story 32,505 square foot building

Sheet P6 - Several perspective views of the buildings as seen from Grand River Ave.

Sheet P7 – Floor Plan and elevation prepared by the Suburban Collection for their new car prep building on the Vehicle Storage parking area on the south parcel.

The entire property is under the control of The Grand River Project LLC for the purposes of development, with separate conditional owners for Parcel 2, the office/retail building and Parcel 1 the vehicular storage area and building.

The K-Mart building has been closed for approximately 5 years, and since its closing a continuous unsuccessful search has been made for a user or users for all or part of the building. In addition, the retail strip spaces adjacent to the K-Mart building and the retail center adjacent to The Tile Shop have had few tenants and remained mostly empty. As a result the 14.04 acres are under-utilized and have become an eyesore.





Successful repurposing of this site has required a careful study of the real estate market based on many years of real estate and development experience by owner of the Grand River Project LLC, a long established commercial real estate and developer based on Grand River Ave. immediately across the street from the PUD site.

The City of Farmington Vision Plan 2013 has indicated this site to have interrelated mixed uses. The attached aerial photo from the Vision plan clearly indicates this site using reference number 4.1 on the photo. The Vision Plan indicates that it is a priority action to make this parcel economically competitive. It lists the following action:

*"4.1 Support the development of the old K-Mart center to encourage development of new uses and to enhance the gateway into Farmington."*

Recognizing the importance of this site, the site's owner has spent years searching for redevelopment possibilities. Numerous potential uses were investigated and marketed for the site including multiple residential, retail, hotel, office and storage facility, none of which proved to be economically viable before this time either individually or combined.

In 2013 it seemed like a PUD project for the site with retail along Grand River Ave. and multi-story residential towers on the south portion of the site would come to be. However during the initial stages of planning the PUD the residential developers determined that the economics of residential development for this site are not viable and they abandoned the project. That PUD did not proceed and alternate development was sought.

After much further marketing of the entire site, in mid 2014 a new group of eager users was assembled for the site to provide a realistic, economically viable and architecturally well designed usage for the 14.04 acres consistent with the goals for the site of Vision Plan 2013 as a gateway to The City of Farmington. At that point work began again to develop the site as a PUD and a lot split was begun to split the 14.04 acres into 4 parcels.

The PUD documentation consists of the following:

1. Supporting qualification criteria
2. Explanation of the PUD site plan
  - Location of buildings, parking and drives
  - Truck route with separation from adjacent residential & operation times







- Screening of parking areas on Parcel 1 (Vehicle Storage Lot)
- 3. The Parallel Plan
- 4... Suburban Collection ~ Who they are and their operation – attached
- 5. Surveyor's Legal Description of Property, parcels and easements
- 6. Cross Easements Legal Documents for parking and drives – attached document
- 7. Traffic Study (dated July 30, 2014) – attached document

### UNIFIED CONTROL - RECOGNIZABLE BENEFIT

The project is under the control of the Grand River Project LLC which has been working with the other proposed owners of the split parcels so the entire 14.04 acres is unified in this PUD

Through careful planning of screening using walls and enhanced landscaping, the residential property will be separated from the adjacent retail parcel and the vehicle storage area. In addition the vehicle storage area at the rear of the site will be separated from the retail and office uses at the front of the site by walls and enhanced landscaping also. This will allow the renovated existing tile store and the new retail/office mixed use building to provide a gateway to the City of Farmington from the west.

Beneficial to the city by lessening the impact is the shared access to all parcels with a dedicated truck access drive and shared parking for the retail and office parcels. All of this lessens the impact on the road system compared with individual development of the property, and produces less traffic than the site has historically generated if viable retail users were operating at the K-Mart building and the other retail buildings.

Shared access and careful planning with the PUD reduces the Grand River Ave. driveways from three to two with one being the service drive for trucks. The existing Freedom Road drive will be relocated to the south further away from the Grand River – Freedom Road intersection and further from the gas station drives. This will be the primary exit drive for trucks and other vehicles from the vehicle storage lot.

As part of the PUD and also beneficial to the city will be the enhancement of the existing screen walls by their replacement with taller walls and enhance landscaping. In addition the front parcels and traffic along Grand river Ave. will be visually separated from the vehicle storage lot on the south end of the site by





a continuous screen wall and landscaping beyond any zoning ordinance requirements.

Single control of the PUD will allow flowering cherry trees to be placed on the right-of-way frontage of both the existing tile shop and new retail/office parcels on Grand River Ave to match the flowering cherry trees across Grand River Ave, already in place on the existing Lotus Bank office building site. These matching trees will create a boulevard effect that will enhance a gateway into the City of Farmington.

The lighting at the rear of The Tile Shop will be modified to remove any visible light sources from the building. Instead of mounting lights on the building, the security lighting for the rear of the store will be mounted on the face of the new 5 foot high screen wall and shine away from the residential area rather than towards it, and the light sources will not be visible. The loading dock area and trash area will also be lit with lights on the building screen wall facing away from the residential area.

#### **EXPLANATION OF THE PUD SITE PLAN**

All of the buildings on the 14.04 acres will be demolished except for the 29,581 square foot building, The Tile Shop, located at the northeast corner of the PUD. In an effort to orient the building more towards Grand River Ave to allow the development of the site as a gateway as well as having more visible and walkable frontage, the building entrance will be relocated to the front corner rather than the center of the west wall. The new entrance also relates better to the new 3 floor retail/office building which is located nearer to Grand River Ave, with one parking aisle in front and the balance of the parking on the sides and south side. The 2<sup>nd</sup> and 3<sup>rd</sup> floor office entrance and all of the loading space is located on the south side.

Parcel 1, the 8.96 acre south portion of the site will be primarily vehicle storage parking for the multiple Suburban Collection automobile dealerships in the area as well as new car preparation, an 8,000 square foot new car prep building (see attached site plan and building schematic design drawings).

Historically there have been three driveways connecting the site with Grand River Ave, an entrance drive on the west end, an exit drive towards the center at The Tile Shop, and a service drive entrance and exit at the east end that was for trucks to access to the docks at K-Mart, The Tile Shop loading area, and the loading areas retail stores adjacent to both. The trucks followed along the east property line adjacent to the residential areas and then turned south to the K-





Mart rear loading docks. After unloading at K-Mart the trucks circled around the K-Mart to exit onto Freedom Road or turned back to retrace their route and followed the east service drive back to Grand River Ave.

The PUD consolidates the two entrance and exit drives into one central for access to all of the parcels on the site. Truck access for the site will remain the east drive, however the existing walls will be rebuilt to a height of 8 feet and truck traffic will extend only 300 feet along the east property line rather than the 1000 feet that has historically existed. At the 300 foot line the trucks that service the vehicle storage lot will turn away from the east property line and head towards the west. The drawing shows the truck route which will have trucks exiting onto Freedom Road at the west side of the site. From Freedom Road access to Grand River Ave. and to the freeway system is achieved. The PUD replaces 400 feet of lower wall with 8 foot high wall, the final 200 feet of which will onto the vehicle storage parcel and be combined with a 20 foot wide heavily landscaped visual and acoustical barrier. This extends 100 feet past the truck route after which it becomes a 6 foot high wall with a 20 foot wide landscaped barrier. The landscaped area will surround the entire site, including along Freedom Road. Access easements will connect all parcels on the site.

The Tile Shop typically has two truck deliveries per week from large trucks at their loading dock, and up to 6 smaller box trucks per week making quick deliveries at their rear door, not blocking the driveway.

As shown on the PUD site plan, the retail/office site and The Tile Shop site will separate from the rear vehicle storage and new car prep lot by a continuous 4'-6" high brick embossed concrete wall with a landscaped greenbelt varying in depth from 17 feet to 28 feet extending across the site. This will encapsulate the vehicle parking and new car prep area on Parcel 1 and provide a visual and acoustical barrier.

A traffic study dated July 30, 2014 for the PUD has been prepared by Midwestern Consulting of Ann Arbor, Michigan and is attached to this report. It contains the following conclusions regarding the traffic impact of the PUD:

1. The project will generate half of the total traffic that the existing retail center would generate if it were operating.
2. The reduction in Grand River Ave. curb cuts from 3 to 2 easily services the proposed PUD, including an anticipated deceleration right turn lanes.
3. Site exiting onto Freedom Road provides an easy access to Grand River Ave. particularly during times of congestion.
4. The Truck access drive along the east property line will carry less traffic than the historically occupied retail center.





**THE PARALLEL PLAN**

Parcel 1 is an automotive use in the C-3 General Business zoning district and all automotive uses require Special Land Use approval which entails a public hearing. The PUD will not have a separate Special land Use public hearing, but have it incorporated into the PUD public hearing.

The C-3 district allows a 3 story 35 ft high building. An adequately designed 3 story office building for this location at 35 feet high is not feasible. Like the 3 story office building across Grand River Ave (The Lotus Bank Office Building), this site is below the street level. The Lotus Bank Building is approximately 42 feet in height. Due to the height of the retail at the first floor of the retail/ office building a building height of 45 feet will be required, 10 feet more than the ordinance but consistent with the building across the street.

Section 35-171 requires a 10 foot landscaped setback from adjacent nonresidential property, but along the west property line of Parcel 2 adjacent to the gas station and to Parcel 4, a 5 foot wide landscaped area is shown. The gas station property is significantly higher than the office/retail parcel and has a retaining wall at the property line between the sites. A 5 foot landscaped separation rather than the 10 foot separation required in the zoning ordinance will still allow planting between the parking and the wall. Along the south property line of Parcel 2 adjacent to the parcel 1 automotive parcel a 5 foot landscaped area, rather than a 10 foot landscaped area is provided. However, adjacent to this on the automotive parcel a landscaped area of 12 feet abuts this, making the total landscaped area 17 feet on Parcel 2. A new 4' – 6' high screenwall will be provided south of the landscaped area to screen the parking area.

End

Attachment: Grand River Farmington PUD Narrative (1) (1675 : Public Hearing-PUD Grand River-Halsted Plaza)







# THE SUBURBAN COLLECTION

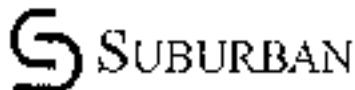
Attachment: Grand River Farmington PUD Narrative (1) (1675 : Public Hearing-PUD Grand River-Halsted Plaza)



SIEGAL/TUOMALA ASSOCIATES ARCHITECTS AND PLANNERS INC.

20200 Northwestern Hwy Suite 100 Southfield, MI 48034 p-248-352-6999 f-248-352-0000 www.sta-architects.com





## The Suburban Collection

PO Box 909  
Troy, Michigan 48063

### Members of The Suburban Collection

**California Locations**  
Orange Coast Honda GMK  
Orange Coast Cadillac

**Florida Locations**  
Accessories of Florida  
Suburban Motor Palm Beach

**Illinois Location**  
Accessories of Chicago

**Michigan Locations**  
**Ann Arbor**  
BMW of Ann Arbor  
Mercedes-Benz of Ann Arbor  
Superior Auto Bodies  
Superior Chevrolet Cadillac  
Suburban Chrysler Dodge Jeep Ram  
Suburban Fiat

**Clinton**  
Suburban Chevrolet  
**Farmington Hills/Novi**  
Auto Farmington Hills  
Fischer Body Refinishing  
Novi of Farmington Hills  
Suburban Acura  
Suburban Chrysler Dodge Jeep Ram  
Suburban Honda  
Suburban Infiniti  
Suburban Mazda  
Suburban Nissan  
Suburban Volkswagen

**Fremont**  
Suburban Ford GMK  
**Garden City**  
Suburban Chevrolet Dodge Jeep Ram  
**Lansing**  
Suburban Cadillac

**Plymouth**  
Suburban Cadillac  
**Spring Heights**  
Suburban Acura  
Suburban Mazda  
**Troy**  
Bentley Troy  
Bugatti Troy  
Fischer Body Refinishing  
Lansing Infiniti  
Mazda of Troy  
Roll-Royce Motor Cars Mustang  
Spyker of Troy  
Accessories of Michigan  
Suburban Cadillac Infiniti  
Suburban Chrysler Dodge Jeep Ram  
Suburban Hyundai  
Suburban Infiniti

**Westland**  
Suburban Ford  
Suburban Infiniti  
Suburban Mazda  
Suburban Mercedes-Benz  
Suburban Nissan  
Suburban Toyota  
Suburban Volkswagen  
Suburban Volvo  
**Waterford**  
Suburban Ford

## Use of 37025 Grand River

The Suburban Collection is interested in acquiring the southern portion of 37025 Grand River, Farmington, Michigan to assist in the operation of dealerships located in the immediate vicinity. Suburban Chrysler Dodge Jeep Ram, Suburban Mazda, Suburban Volkswagen, Audi Farmington Hills, Porsche of Farmington Hills, Suburban Infiniti of Novi, Suburban Acura, Suburban Honda are all located in the immediate area.

This property will operate as a distribution hub where various new vehicles will be received, stored, staged, and prepped for delivery to the local dealerships. The new vehicles will arrive by car haulers generally during the day, so that deliveries can be checked in, although occasional evening deliveries will occur. This new car product would likely arrive by about 6 car haulers daily going in and out during a typical operating day, Monday through Friday, entering through the east entrance, and exiting onto Freedom Road. At truly peak operational events, it could be possible to see up to 10 car haulers over the course of an operating day. When a vehicle is delivered at the property, it will be inspected, preparation procedures assigned to the dealership will be completed, and it will be cleaned so that it is ready to show customers. In most cases, vehicles will be transported to the dealerships to replace display vehicles that have been sold. Customers will generally not have access to the property, but may occasionally accompany a salesperson to see a particular vehicle. Sold vehicles would receive a final cleanup before being transported to the respective dealership for delivery to a customer.

While this facility is in operation, at a peak operating event, it could be possible that up to a 100 new cars are being accessed and filtered to the various operating dealerships during an operating day; however, normal volume would be less than that, estimated at 50 or less trips a day.

### *Brief Description of our Company:*

The Suburban Collection was founded in 1948 in Birmingham, Michigan as an Oldsmobile dealership and has since expanded in Michigan and into Illinois, Florida, and California. The Suburban Collection is privately owned by David T. Fischer and his family with the corporate office located in Troy, Michigan.

The Suburban Collection includes over 30 new vehicle franchises, 8 body shops, an internet center, and General Motors' exclusive accessories distribution centers in Michigan, Illinois and Florida. The Suburban Collection is the 15th largest dealer group in the country with over 45,000 vehicles sold in 2013 and over 200,000 vehicles serviced per year. There are over 2,000 dedicated employees with the majority of the employees working at Suburban dealerships located in the metro Detroit area. The brands sold include Acura, Alfa Romeo, Audi, Bentley, BMW, Bugatti, Buick, Cadillac, Chevrolet, Chrysler, Dodge, Fiat, Ford, Honda, Hyundai, Infiniti, Jeep, Kia, Lamborghini, Maserati, Mazda, Mercedes-Benz, Nissan, Porsche, Ram, Rolls-Royce, Scion, Spyker, Subaru, Toyota, Volkswagen, and Volvo.



**LOT SPLIT PARCEL DESCRIPTIONS &  
DRIVEWAY EASEMENT DESCRIPTIONS**

Attachment: Grand River Farmington PUD Narrative (1) (1675 : Public Hearing-PUD Grand River-Halsted Plaza)



SIEGAL/TUOMALA ASSOCIATES ARCHITECTS AND PLANNERS INC.

20200 Northwestern Hwy. Suite 100 Southfield, MI 48034 (248) 352-0088 (248) 352-0089 www.sta-architects.com

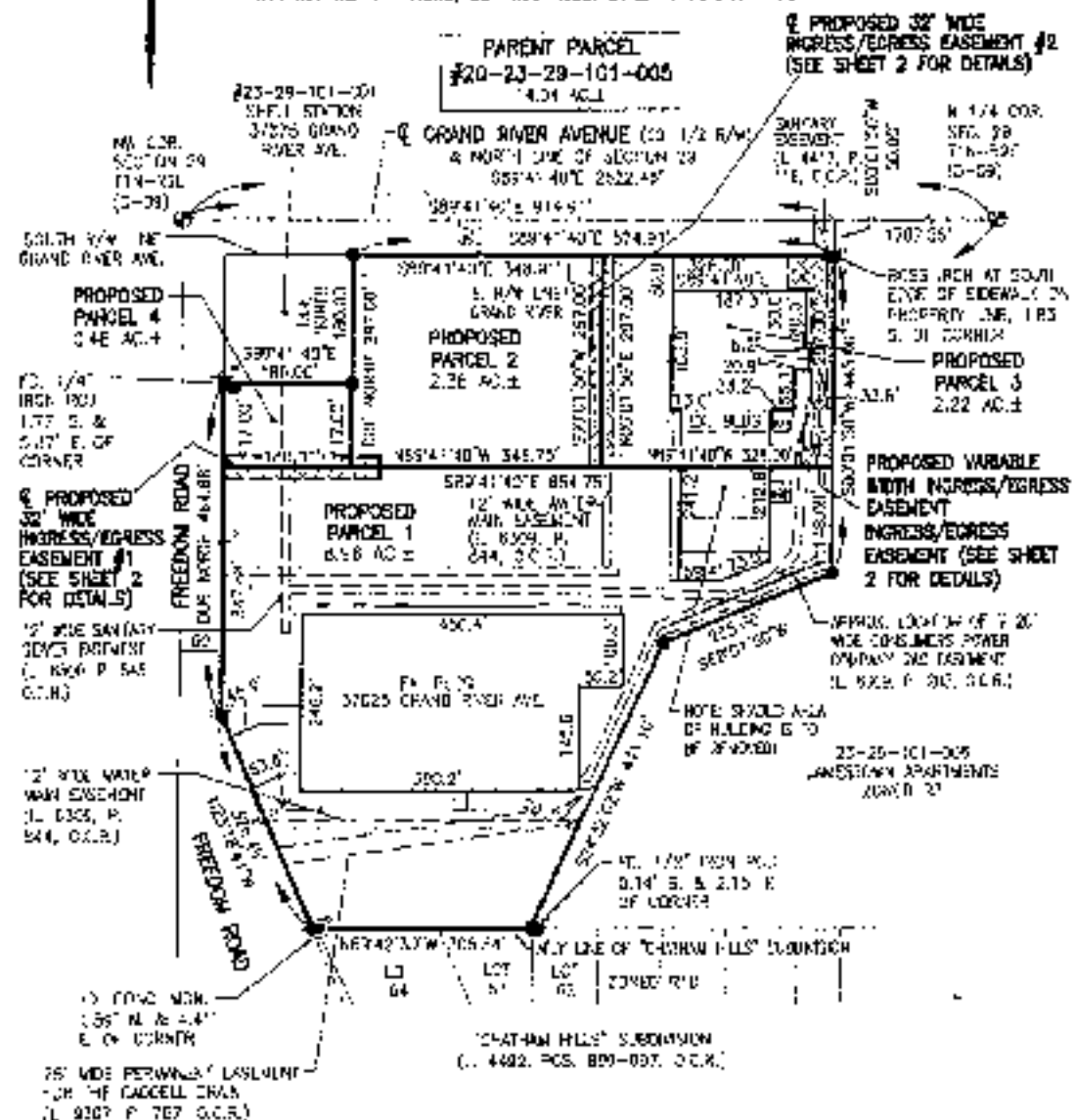




# PROPOSED LAND DIVISION



ZONED IN GENERAL BUSINESS DISTRICT  
 MINIMUM SETBACK REQUIREMENTS:  
 FRONT = 25 FEET  
 SIDES = 10 FEET, 120 FEET SIDE SETBACK WITH ADJUTING A SINGLE-FAMILY USE OR DISTRICT  
 REAR = 20 FEET (25 FEET SIDE SETBACK WHEN ADJUTING A SINGLE-FAMILY USE OR DISTRICT)  
 MIN. LOT AREA = NONE, BUT MUST MEET BUILDING SETBACK REQUIREMENTS  
 MIN. LOT WIDTH = NONE, BUT MUST MEET BUILDING SETBACK REQUIREMENTS



**GENERAL SURVEY NOTES:**

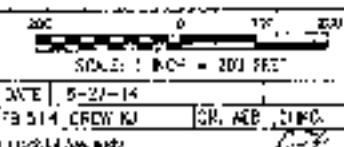
1. SURFACE UTILITIES NOT LOCATED FOR THIS SURVEY MAY EXIST. IT IS THE RESPONSIBILITY OF THE OWNER OF THE RESPECTIVE UTILITY TO ACCURATELY LOCATE SUCH UTILITIES.
2. EASEMENTS OR INTERFERENCES OF RECORD NOT OFFICED ON THIS DRAWING MAY EXIST.

DESCRIPTION:  
 PART OF THE NW 1/4, SEC. 29, T14N-R5E, CITY OF FARMINGTON, CARLSON COUNTY, MICHIGAN



CLIENT:  
 THOMAS DJE

JOB NO: 14-021  
 DATE: 5-22-14  
 SHEET: 1 OF 6  
 JOB NO: 14-021, CROWN RD, GR. RIVER, MICH.

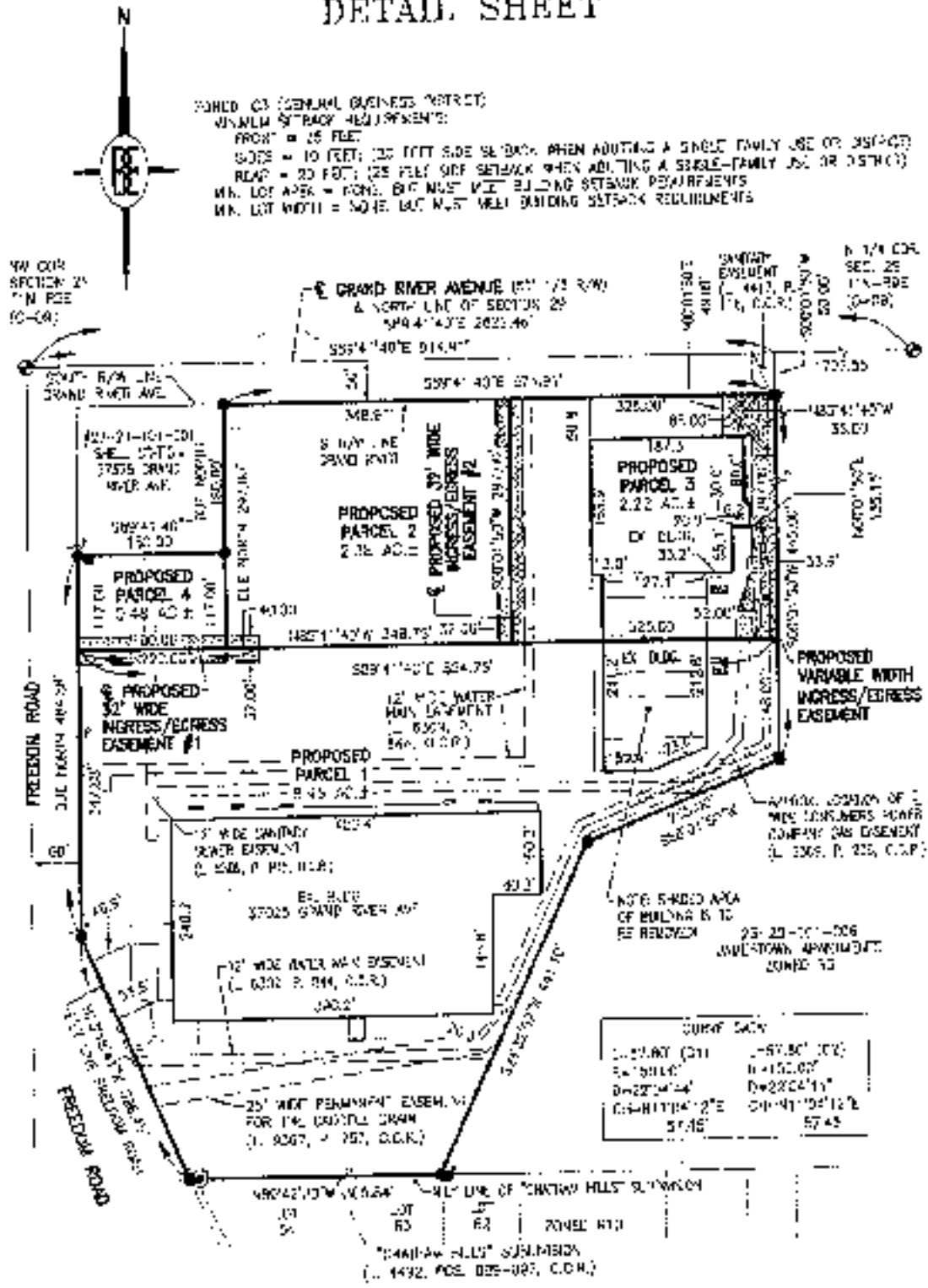


- LEGEND
- (C) = IRON CUI
  - (R) = IRON ROD
  - (S) = SURVEY POINT
  - (F) = FENCE
  - (H) = RECORD
  - (L) = UNRECORDED

Attachment: Grand River Farmington PUD Narrative (1) (1675 : Public Hearing-PUD Grand River-Halsted Plaza)

# DETAIL SHEET

ZONED C3 (GENERAL BUSINESS DISTRICT)  
 MINIMUM SETBACK REQUIREMENTS:  
 FRONT = 15 FEET  
 SIDES = 10 FEET; (25 FEET SIDE SETBACK WHEN ADJUTING A SINGLE-FAMILY USE OR DISTRICT)  
 REAR = 20 FEET; (25 FEET REAR SETBACK WHEN ADJUTING A SINGLE-FAMILY USE OR DISTRICT)  
 MIN. LOT AREA = NONE, BUT MUST MEET BUILDING SETBACK REQUIREMENTS  
 MIN. LOT WIDTH = NONE, BUT MUST MEET BUILDING SETBACK REQUIREMENTS



**BOSS ENGINEERING**  
 ENGINEERS - SURVEYORS - PLANNERS  
 LANDSCAPE ARCHITECTS

CLIENT: THOMAS D. LUKS

PROJECT: 13-121

DATE: 4-27-14

SCALE: 1" = 150 FEET

LEGEND:  
 (---) = BOUNDARY LINE  
 (---) = 12" WATER MAIN  
 (---) = 32" DRIVEWAY SEWER  
 (---) = EGRESS  
 (---) = UNRECORDED  
 (---) = METERS



Attachment: Grand River Farmington PUD Narrative (1) (1675 : Public Hearing-PUD Grand River-Halsted Plaza)

**DESCRIPTION OF PARENT PARCEL PER FIRST AMERICAN TITLE INSURANCE COMPANY, COMMITMENT NO: 15798, WITH AN EFFECTIVE DATE OF DECEMBER 4, 2013 AT 3:00 AM:**

Land situated in the City of Farmington, Oakland County, State of Michigan.

Part of the Northwest 1/4 of Section 29, T14N-R6E, Range 9 East, more particularly described as: Beginning at a north-south point being South 89 degrees 41 minutes 40 seconds East 914.91 feet along the North line of said Section 29 and South 33 degrees 31 minutes 50 seconds West 50.00 feet from the Northwest corner of said Section 29, thence proceeding South 00 degrees 01 minutes 50 seconds West 445.97 feet thence South 89 degrees 41 minutes 50 seconds West 297.00 feet, thence South 24 degrees 02 minutes 02 seconds West 441.10 feet thence North 89 degrees 42 minutes 50 seconds West 365.84 feet thence North 23 degrees 18 minutes 41 seconds West 370.45 feet thence due North 464.86 feet, thence South 00 degrees 41 minutes 40 seconds East 1110.00 feet; thence due North 160.10 feet; thence South 89 Degrees 41 minutes 40 seconds East 674.91 feet to the point of beginning.

Commonly known as: 37375 Grand River Ave., Farmington, MI 48335-2902  
Parcel Tax No. 20 25 00 10 005

**PROPOSED PARCEL 1:**

Part of the Northwest 1/4 of Section 29, T14N-R6E, City of Farmington, Oakland County, Michigan, more particularly described as follows: Commencing at the Northwest Corner of Section 29; thence along the centerline of Grand River Avenue (50 foot wide 10' Right of Way) and the North line of Section 29, S 89°41'40" E, 914.91 feet thence S 00°01'50" W, 547.00 feet to the POINT OF BEGINNING of the Parcel to be described; thence continuing S 00°01'50" W, 148.31 feet thence S 89°41'50" W, 255.00 feet, thence S 24°32'02" W, 441.10 feet thence along the northern line of CHATHAM HILL ST, as terminated in Liber 4422 of Pats, Pages 630-697, Oakland County Records, N 89°42'00" W, 403.84 feet thence along the easterly Right of Way line of Freedom Road the following two (2) courses: 1) N 89°18'41" W, 375.45 feet; 2) due North, 347.00 feet thence S 89°41'40" E, 804.75 feet to the POINT OF BEGINNING, containing 6.36 acres, more or less, and including the use of existing Freedom Road. Also subject to and including the use of a 32 foot wide Ingress/Egress Easement #1, as described below. Also including the use of a 32 foot wide Ingress/Egress Easement #2, as described below. Also including the use of a Variable Width Ingress/Egress Easement, as described below. Also subject to an existing 80 foot wide Consumers Power Company Gas Easement, as recorded in Liber 6023, Page 205, Oakland County Records. Also subject to an existing 12 foot wide Water Main Easement, as recorded in Liber 6309, Page 244, Oakland County Records. Also subject to an existing 10 foot wide Sanitary Sewer Easement, as recorded in Liber 6905, Page 645, Oakland County Records. Also subject to an existing 24 foot wide Fertilizer Easement for the Caddis Drain, as recorded in Liber 8367, Page 157, Oakland County Records. Also subject to any other easements or restrictions of record.

**PROPOSED PARCEL 2:**

Part of the Northwest 1/4 of Section 29, T14N-R6E, City of Farmington, Oakland County, Michigan, more particularly described as follows: Commencing at the Northwest Corner of Section 29, thence along the centerline of Grand River Avenue (50 foot wide 10' Right of Way) and the North line of Section 29, S 89°41'40" E, 914.91 feet thence S 00°01'50" W, 50.00 feet, thence along the South Right of Way line of Grand River Avenue, N 89°41'40" W, 295.00 feet, to the POINT OF BEGINNING of the Parcel to be described; thence S 00°01'50" W, 297.00 feet, thence N 89°41'40" W, 348.75 feet, thence due North, 297.00 feet; thence along the South Right of Way line of Grand River Avenue, S 89°41'40" E, 349.51 feet, to the POINT OF BEGINNING, containing 2.38 acres, more or less, and including the use of existing Grand River Avenue. Also subject to and including the use of a 32 foot wide Ingress/Egress Easement #1, as described below. Also subject to and including the use of a 32 foot wide Ingress/Egress Easement #2, as described below. Also subject to any other easements or restrictions of record.

File: 1312dps-14-101\_LAND DIV\_Data  
June 27, 2014

Job Number: 14-121  
Sheet: 3 OF 3

*EST*



1131 E. Grand River Ave., Farmington, Michigan  
Arlene (313) 624-6820 Fax: (313) 624-1675



*[Handwritten Signature]*

CHRISTOPHER S. FERROUS P.S.

Attachment: Grand River Farmington PUD Narrative (1) (1675 : Public Hearing-PUD Grand River-Halsted Plaza)

**PROPOSED PARCEL 3:**

Part of the Northwest 1/4 of Section 29, T1N-19E, City of Farmington, Oakland County, Michigan, more particularly described as follows: Commencing at the Northwest Corner of Section 29; thence along the centerline of Grand River Avenue (50 foot wide 1/2 Right of Way) and the North line of Section 29, S 89°41'40" E, 514.91 feet; thence S 00°01'00" W, 502.00 feet, to the POINT OF BEGINNING of the Parcel to be described, thence continuing S 00°01'00" W, 267.00 feet; thence S 89°41'40" E, 326.00 feet; thence N 00°01'50" E, 127.00 feet; thence along the South Right of Way line of Grand River Avenue, N 89°41'40" W, 325.00 feet, to the POINT OF BEGINNING, containing 2.32 acres, more or less, and including the use of existing Grand River Avenue. Also subject to and including the use of a 12 foot wide Ingress/Egress Easement #2 as described below. Also subject to and including the use of a Variable Width Ingress/Egress easement, as described below. Also subject to an existing 20 foot wide Consumers Power Company Gas Easement, as recorded in Liber 6325, Page 285, Oakland County Records. Also subject to an existing 12 foot wide Water Main Easement as recorded in Liber 6319, Page 404, Oakland County Records. Also subject to an existing 12 foot wide Sanitary Sewer Easement, as recorded in Liber 6328, Page 345, Oakland County Records. Also subject to an existing 20 foot wide Sanitary Sewer Easement, as recorded in Liber 4417, Page 176, Oakland County Records. Also subject to any other easements or restrictions of record.

**PROPOSED PARCEL 4:**

Part of the Northwest 1/4 of Section 29, T1N-19E, City of Farmington, Oakland County, Michigan, more particularly described as follows: Commencing at the Northwest Corner of Section 29; thence along the centerline of Grand River Avenue (50 foot wide 1/2 Right of Way) and the North line of Section 29, S 89°41'40" E, 514.91 feet; thence S 00°01'00" W, 502.00 feet, thence along the South Right of Way line of Grand River Avenue, N 89°41'40" W, 674.91 feet; thence due South, 160.00 feet, to the POINT OF BEGINNING of the Parcel to be described; thence continuing due South, 17.00 feet; thence N 89°41'40" W, 150.00 feet; thence along the easterly Right of Way line of Freedom Road, due North, 117.00 feet; thence S 89°41'40" E, 160.00 feet, to the POINT OF BEGINNING, containing 0.46 acres, more or less, and including the use of existing Freedom Road. Also subject to and including the use of a 12 foot wide Ingress/Egress Easement #1, as described below. Also subject to an existing 12 foot wide Sanitary Sewer Easement, as recorded in Liber 6329, Page 645, Oakland County Records. Also subject to any other easements or restrictions of record.

**PROPOSED 52 FOOT WIDE INGRESS/EGRESS EASEMENT #1**

Part of the Northwest 1/4 of Section 29, T1N-19E, City of Farmington, Oakland County, Michigan, more particularly described as follows: Commencing at the Northwest Corner of Section 29; thence along the centerline of Grand River Avenue (50 foot wide 1/2 Right of Way) and the North line of Section 29, S 89°41'40" E, 514.91 feet; thence S 00°01'00" W, 502.00 feet; thence along the North Right of Way line of Grand River Avenue, N 89°41'40" W, 674.91 feet; thence due South, 180.00 feet; thence N 89°41'40" W, 150.00 feet; thence along the easterly Right of Way line of Freedom Road, due South, 117.00 feet, to the POINT OF BEGINNING of the centerline of the 52 foot wide Easement to be described; thence along the centerline of said 52 foot wide Easement, S 89°41'40" E, 223.00 feet, to the POINT OF TERMINUS.

**PROPOSED 32 FOOT WIDE INGRESS/EGRESS EASEMENT #2**

Part of the Northwest 1/4 of Section 29, T1N-19E, City of Farmington, Oakland County, Michigan, more particularly described as follows: Commencing at the Northwest Corner of Section 29; thence along the centerline of Grand River Avenue (50 foot wide 1/2 Right of Way) and the North line of Section 29, S 89°41'40" E, 514.91 feet; thence S 00°01'00" W, 502.00 feet; thence along the South Right of Way line of Grand River Avenue, N 89°41'40" W, 674.91 feet, to the POINT OF BEGINNING of the centerline of the 32 foot wide Easement to be described; thence along the centerline of said 32 foot wide Easement, S 00°01'00" W, 267.00 feet, to the POINT OF TERMINUS.

Site 4-13 (Subsect 4-13) LAND-DIV\_Durke  
June 21, 2014

Job Number 14-10  
Sheet 4 OF 6

*CSA*



5721 E. Grand River Ave. Farmington, MI 48335  
734.754.4288 - Fax: 734.754.4283



CHRISTOPHER S. FERJUS, P.S.

Attachment: Grand River Farmington PUD Narrative (1) (1675 : Public Hearing-PUD Grand River-Halsted Plaza)

**PROPOSED VARIABLE WIDTH INGRESS/EGRESS EASEMENT**

Part of the Northwest 1/4 of Section 28, T19N, R10E, City of Farmington, Oakland County, Michigan, more particularly described as follows: Commencing at the Northwest Corner of Section 28; thence along the centerline of Grand River Avenue (50 feet wide 1/2 Right of Way) and the North line of Section 28, S 65°41'41" E, 976.91 feet, thence S 20°01'50" W, 50.00 feet, to the POINT OF BEGINNING of the Easement to be easement; thence commencing S 00°01'50" W, 297.00 feet; thence S 65°41'40" E, 52.00 feet; thence northeasterly along an arc (right), having a length of 57.93 feet, a radius of 150.00 feet, a central angle of 22°04'44", and a long chord which bears N 1°04'12" E, 57.45 feet; thence northeasterly along an arc (left), having a length of 57.80 feet, a radius of 150.00 feet, a central angle of 22°04'44", and a long chord which bears N 1°04'12" E, 57.45 feet; thence N 22°01'50" E, 135.72 feet; thence N 88°41'40" W, 35.00 feet; thence N 33°01'50" E, 49.00 feet; thence along the South Right of Way line of Grand River Avenue, S 33°41'40" E, 65.00 feet, to the POINT OF BEGINNING.

Easings were established from Land Contract as recorded in Liber 45433, Page 747, Oakland County Records.

**REFERENCES:**

- 1) Land Contract as recorded in Liber 45433, Page 747, Oakland County Records.
- 2) Survey by Boss Engineering, Job No 13-556, dated 12-23-13
- 3) Survey by Boss Engineering, Job No 13-274, dated 10-31-12
- 4) First American Title Insurance Company, Commitment No. 15792, with an effective date of December 4, 2013 at 8:00 am.
- 5) Geomark Title Agency, Commitment No. 65-14981544-0104, with an effective date of May 30, 2014 at 9:00 am.

**Witnesses:**

- Northwest Corner, Section 28, T19N-R10E (10-00) (Liber 17357, Page 739, Oakland County Records)  
Oakland County Permit P5497291  
N51°W 53.28' - P.K. nail and remon, washer 2 face of cold  
N47°E 70.45' - P.K. nail and remon, washer 2 face of cold  
S65°E 77.56' - P.K. nail and remon, washer 2 face of cold  
S47°W 105.41' - P.K. nail and remon, washer 2 face of cold
- North 1/4 Corner, Section 28, T19N-R10E (10-00) (Liber 17357, Page 739, Oakland County Records)  
Oakland County Permit P5497291  
S 1°04' 85.95' - Corner tile top of fire hydrant  
N 1°04' 121.81' - Corner tile top of fire hydrant  
S 40°04' 124.52' - North east corner building  
S 40°04' 105.81' - Northeast corner parking  
N 33°04' 105.72' - South west corner brick well.

G:\14-136\14041-101\_LAND & W\_D.doc  
June 27, 2014  
Job Number: 14-131  
Sheet 3 OF 5

**BOSS ENGINEERING**  
**ENGINEERS & SURVEYORS**  
 301 E. Grand River Ave., Farmington, MI 48334  
 (248) 311-0546 Fax: (248) 311-0546



G:\14-136\14041-101\_LAND & W\_D.doc

Attachment: Grand River Farmington PUD Narrative (1) (1675 : Public Hearing-PUD Grand River-Halsted Plaza)



# PARKING & DRIVEWAY CROSS EASEMENT AGREEMENTS

Attachment: Grand River Farmington PUD Narrative (1) (1675 : Public Hearing-PUD Grand River-Halsted Plaza)









**DECLARATION OF  
PARKING EASEMENT AGREEMENT**

This Declaration of Parking Easement Agreement (this "Declaration") is effective as of the day of \_\_\_\_\_, 2014 ("Effective Date"), by Grand River Project, LLC, a Michigan limited liability company ("Declarant") with a mailing address of 37000 Grand River Ave., Suite 360, Farmington Hills, MI 48335.

**RECITALS**

A. Declarant is the lawful owner of the real property located in the City of Farmington, Oakland County, Michigan, commonly known as 37025 Grand River Avenue, more particularly described in Exhibit A attached hereto and depicted in the survey drawing attached as Exhibit B ("Parent Parcel").

B. In conjunction with the re-development of the Parent Parcel, Declarant intends to split the Parent Parcel as depicted in Exhibit B to create "Proposed Parcel 2," legally described as Exhibit C (herein, "Burdened Parcel") and "Proposed Parcel 3," legally described in Exhibit D (herein, "Benefitted Parcel").

C. The Burdened Parcel and the Benefitted Parcel (together, the "Parcels") are adjacent and contiguous parcels of land.

D. Declarant desires to reserve for the future owners of each of the Parcels an easement for parking vehicles on the southeast portion of the Burdened Parcel for the benefit of the Benefitted Parcel and to provide for the continued use, enjoyment and maintenance thereof.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants set forth herein, Declarant declares the following:

1. Grant of Easement. Declarant hereby grants a perpetual, non-exclusive, easement to use up to sixty-two (62) existing, unassigned parking spaces located along the southeast portion of the Burdened Parcel (the "Easement") for the purpose of parking vehicles and for pedestrian and vehicular traffic on the Burdened Parcel in order to access the parking spaces and to patronize the business establishment located on the Benefitted Parcel. The right of use granted herein is exclusive to the Benefitted Parcel and may not be transferred or assigned. Declarant declares and reserves the Easement "as is" and "with all faults," without representation or warranty of any kind, express or implied, as to the Easement's condition, use or suitability for any purpose to any current or future owner of any of the Parcels; all such future owners of any Parcel(s) shall be solely responsible to do their own due diligence as to whether the Easement meets their needs.

2. Restrictions. The Easement shall be used solely for the purpose of parking vehicles and for pedestrian and vehicular traffic to and from said parking spaces by occupants and visitors of

**Benefitted Parcel.** The Benefitted Parcel shall not use or permit the use of the Easement (1) for large trucks including, but not limited to, tractor-trailer trucks and/or eighteen wheeled trucks; or (2) for overnight parking. Free and unrestricted access over the Easement shall not be impeded, except by appropriate traffic control signs and devices. Access to the Easement may be temporarily limited as required for construction, repair, maintenance and/or improvement thereof, at and for such times as may be reasonably necessary, prudent or desirable, or in the event of an emergency requiring such limitation of access, provided, however, that the duration of such limitation of access shall not exceed a reasonable period in relation to the purpose thereof. Owner of the Burdened Parcel shall retain the right to use and improve the Easement for any purpose that is not inconsistent with and does not materially interfere with the Benefitted Parcel owner's reasonable use of the Easement for the purposes specified herein including without limitation the right to install and/or maintain underground or overhead utility lines within Existing Encumbrances or any New Encumbrance (as those terms are defined below), traffic control devices (including without limitation striping, stop or yield signs, speed limit signs, traffic signals, and traffic control islands), and other improvements; provided, however, that any damage caused by such activity shall be promptly and diligently repaired by the Burdened Parcel owner.

3. **Encumbrances.** The Easement is granted subject to existing covenants, conditions, restrictions, encumbrances, mortgages, liens, leases, and easements, if any, as may affect the Parcels or any of them (the "Existing Encumbrances"). Any future owner of any Parcel may grant other easements and encumbrances over, under, and across the Easement to the extent such grant does not materially interfere with the Easement and any Parcel owner's use and enjoyment thereof ("New Encumbrance").

4. **Authority.** Declarant represents and warrants that it has the full right, power, and authority to grant this Declaration.

5. **Duration.** The Easement herein granted and the declarations hereto contained shall be easements and covenants running with the land and shall inure to the benefit of, and be binding upon, the current and future owners of the Parcels, and their respective successors and assigns.

6. **No Public Dedication.** Nothing contained herein shall be deemed to be a gift or dedication of any portion of any Parcel to or for the general public or for any public purpose whatsoever, it being the intention of Declarant that this Easement be strictly limited to and for the persons and purposes expressly stated herein.

7. **Eminent Domain.** No taking under the power of eminent domain, or condemnation and no deed or grant in lieu thereof in connection with or in contemplation of the widening of any public roadway or right-of-way shall be deemed or construed to be a violation of any of the provisions of this Declaration or of any of the rights herein granted or conferred, or a termination hereof, and this Declaration shall remain in full force and effect with respect to those portions of the Property, as remain unaffected by such eminent domain or condemnation proceeding, unless the actual effect of such taking is to nullify or undermine the express purposes of this Declaration.

8. **Estoppel Certificate.** Either Parcel owner may, from time to time, in connection with the contemplated sale or transfer of its Parcel or in connection with contemplated financing or refinancing of its Parcel, deliver written notice to the other Parcel owner requesting such Parcel owner to certify in writing that, to the best of the knowledge of the certifying Parcel owner: (i) this Declaration is in full force and effect and the binding obligation of such Parcel owner; (ii) this Declaration has not been amended or modified, either orally or in writing, or if so amended, identifying the amendments; and (iii) the requesting Parcel owner is not in default of this Declaration or, if in default, describing therein with reasonable specificity the nature and extent of any and all claimed defaults. Each Parcel owner receiving such request shall execute and deliver such certificate to the requesting Parcel owner within fifteen (15)

days following receipt of request thereof. If a Parcel owner does not timely deliver a requested estoppel certificate, said Parcel owner shall thereafter be estopped from claiming that, as of the date such Estoppel Certificate was requested: (i) this Declaration was not in full force and effect and the binding obligation of such Parcel owner; (ii) this Declaration had been amended or modified in any way (other than by an instrument then on record in the Oakland County Register of Deeds office), and (iii) the requesting Parcel owner was in default of this Declaration.

9. Maintenance and Repair. The Burdened Parcel shall maintain and repair the parking areas in the easement, including without limitation, surfacing, resurfacing, pothole filling, striping and snow and ice removal of the parking areas and repairing drainage, bumpers, fences and/or walls in the parking areas in a commercially reasonable manner. Notwithstanding the foregoing, in the event of damage or wear exceeding ordinary wear and tear caused by users attending the Burdened Parcel, such damage or extraordinary wear shall be repaired by the owner of the Burdened Parcel.

10. Enforcement of Terms of Declaration. Each Parcel shall have the right to specifically enforce the terms of this Declaration. Since monetary damages may not be sufficient to protect each Parcel and since the requirements hereof are special and unique to each Parcel, it is hereby agreed that each Parcel shall be entitled to seek injunctive relief, including *ex parte* preliminary injunctive relief, to prevent a breach or threatened breach of this Declaration by another Parcel or Parcels. In the event of any such litigation, the substantially prevailing party shall be entitled to an award of reasonable attorneys' fees and costs of litigation.

11. Notices. Any notices or other communications required or permitted hereunder shall be sufficiently given if in writing and (i) hand delivered, including delivery by courier service, or (ii) sent by overnight courier or certified mail, return receipt requested, postage prepaid, addressed to the addresses provided herein, or to the last known mailing address of the owner of a Parcel. All notices shall be deemed received on the date of delivery or refusal of delivery. The addresses and addressees may be changed by giving notice of such change in the manner provided herein for giving notice. Unless and until such written notice is received, the last address and shall be deemed to continue in effect for all purposes.

12. Waiver. No waiver of any of the provisions of this Declaration shall be effective unless it is in writing, signed by the party against whom it is asserted and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing and permanent waiver unless so specifically stated.

13. Severability. Except as expressly provided to the contrary herein, each paragraph, part, term or provision of this Declaration shall be considered severable, and if for any reason any paragraph, part, term or provision herein is determined to be invalid or contrary to or in conflict with any existing or future law or regulation by a court or governmental agency having valid jurisdiction, such determination shall not impair the operation of or have any other effect on other paragraphs, parts, terms, or provisions of this Declaration as may remain otherwise intelligible, and the latter shall continue to be given full force and effect and bind the parties hereto, and said invalid paragraphs, parts, terms or provisions shall not be deemed to be a part of this Declaration.

14. Choice of Law. This Declaration shall be governed by and construed under the laws of, and enforced in the courts of, the State of Michigan.

In witness whereof, the parties hereto have executed this Declaration the day and year first above written

Grand River Project, LLC,  
a Michigan limited liability company

By: \_\_\_\_\_  
Thomas A. Duke  
Its: Managing Member

STATE OF MICHIGAN        )  
  ) SS  
COUNTY OF \_\_\_\_\_  )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by Thomas A. Duke, as Managing Member of Grand River Project, LLC, a Michigan limited liability company.

\_\_\_\_\_  
Notary Public  
\_\_\_\_\_  
County, Michigan  
Acting in \_\_\_\_\_  
County, Michigan  
My Commission Expires: \_\_\_\_\_

THIS INSTRUMENT DRAFTED BY  
AND WHEN RECORDED RETURN TO:

Steven D. Sadeo, Esq.  
Maddin, Hauser, Roth & Bellier, P.C.  
25400 Northwestern Highway  
Second Floor – Essex Centre  
Southfield, Michigan 48034  
(248) 827-1861

Attachment: Grand River Farmington PUD Narrative (1) (1675 : Public Hearing-PUD Grand River-Halsted Plaza)

EXHIBIT ALegal description of Parent Parcel**DESCRIPTION OF PARENT PARCEL PER FIRST AMERICAN TITLE INSURANCE COMPANY, COMMITMENT NO: 15796, WITH AN EFFECTIVE DATE OF DECEMBER 4, 2013 AT 8:00 AM:**

Land situated in the City of Farmington, Oakland County, State of Michigan.

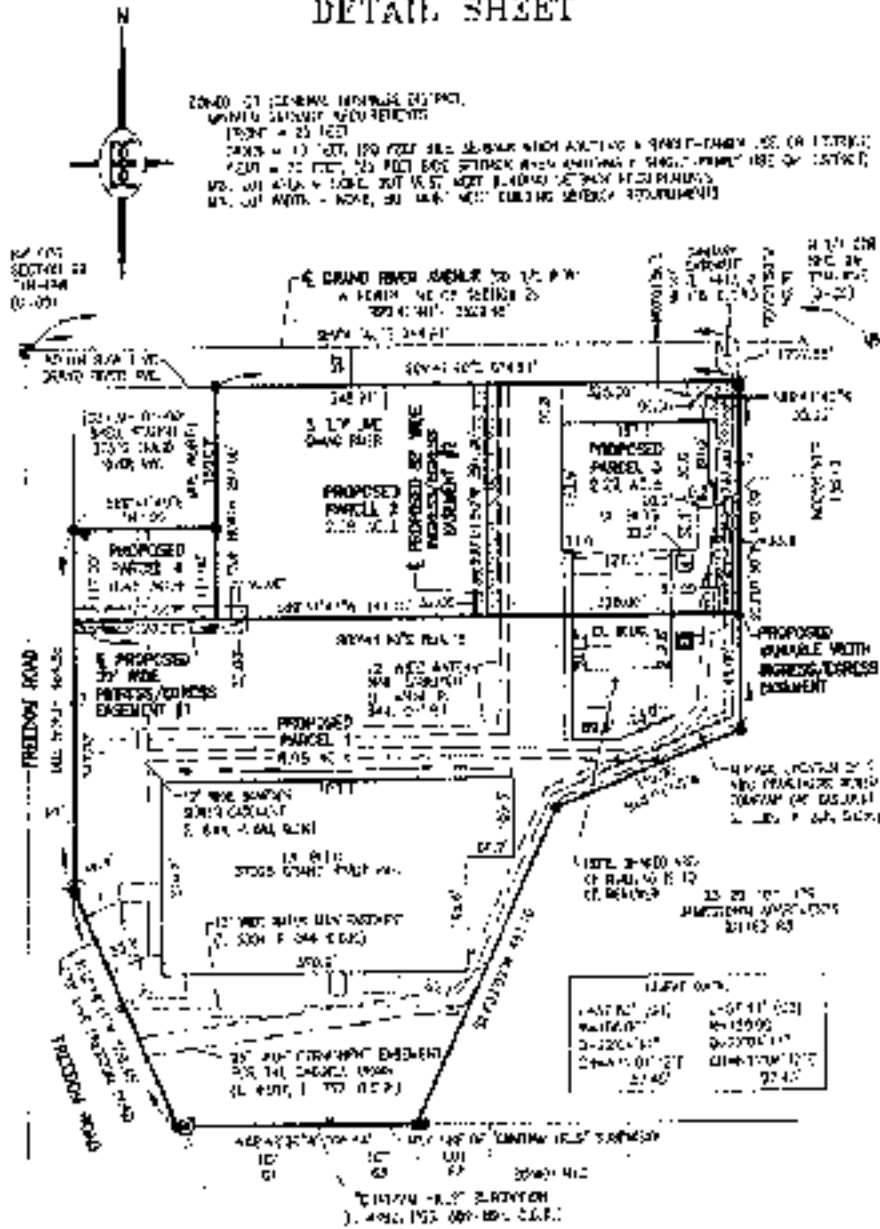
Part of the Northwest 1/4 of Section 29, Town 1 North, Range 9 East, more particularly described as: Beginning at a point, said point being South 89 degrees 41 minutes 40 seconds East 674.91 feet along the North line of said Section 29 and South 00 degrees 01 minutes 50 seconds West 50.00 feet from the Northwest corner of said Section 29; thence proceeding South 00 degrees 01 minutes 50 seconds West 145.00 feet; thence South 89 degrees 01 minutes 50 seconds West 255.00 feet; thence South 24 degrees 32 minutes 02 seconds West 447.10 feet; thence North 89 degrees 42 minutes 50 seconds West 305.84 feet; thence North 23 degrees 18 minutes 41 seconds West 326.45 feet; thence due North 461.88 feet; thence South 89 degrees 41 minutes 40 seconds East 180.00 feet; thence due North 180.00 feet; thence South 89 degrees 41 minutes 40 seconds East 674.91 feet to the point of beginning.

Commonly known as: 37025 Grand River Ave., Farmington, MI 48335-2882  
Parcel Tax No. 20-26-29-101-005

EXHIBIT B

Survey Drawing

DETAIL SHEET



**BOSS ENGINEERING**  
ENGINEERING CONSULTANTS & SURVEYORS  
10000 146th Ave SE, Suite 100, Bellevue, WA 98007  
Tel: 206.469.8888 Fax: 206.469.8889

**LEGEND**

- = 100' SURV
- = 200' SURV
- = 300' SURV
- = 400' SURV
- = 500' SURV
- = 600' SURV
- = 700' SURV
- = 800' SURV
- = 900' SURV
- = 1000' SURV

**DATE:** 10/11/2011  
**BY:** JACOB D. JOHNSON  
**CHECKED BY:** BOSS ENGINEERING

**PROJECT:** GRAND RIVER FARMINGTON PUD NARRATIVE (1) (1675 : Public Hearing-PUD Grand River-Halsted Plaza)

**SCALE:** AS SHOWN

**DESCRIPTION:** MAP OF THE 100 ACRES 200' WIDE 1/4 SECTION 28 OF FARMINGTON, TOWN OF GRAND RIVER, WASH. CO., WA.

**DATE:** 10/11/2011  
**BY:** JACOB D. JOHNSON  
**CHECKED BY:** BOSS ENGINEERING

Attachment: Grand River Farmington PUD Narrative (1) (1675 : Public Hearing-PUD Grand River-Halsted Plaza)

**EXHIBIT C:****Legal Description of the Burdened Parcel****PROPOSED PARCEL 2:**

Part of the Northwest 1/4 of Section 29, T1N- R9E, City of Farmington, Oakland County, Michigan, more particularly described as follows: Commencing at the Northwest Corner of Section 29, thence along the centerline of Grand River Avenue (50 foot wide 1/2 Right of Way) and the North line of Section 29, S 89°41'40" E, 914.91 feet; thence S 00°01'50" W, 50.00 feet; thence along the South Right of Way line of Grand River Avenue, N 89°41'40" W, 326.00 feet, to the POINT OF BEGINNING of the Parcel to be described; thence S 00°01'50" W, 297.00 feet; thence N 88°41'40" W, 348.75 feet; thence due North, 297.00 feet; thence along the South Right of Way line of Grand River Avenue, S 89°41'40" E, 348.91 feet, to the POINT OF BEGINNING, containing 2.28 acres, more or less, and including the use of existing Grand River Avenue.

Also subject to and including the use of a 32 foot wide Ingress/Egress Easement No. 1 as described in **Exhibit "B"** attached hereto.

Also subject to and including the use of a 32 foot wide Ingress/Egress Easement No. 2 as described in **Exhibit "B"** attached hereto.

Also subject to any other easements or restrictions of record.



**EXHIBIT D****Legal Description of the Benefited Parcel****PROPOSED PARCEL J:**

Part of the Northwest 1/4 of Section 29, T11N- R9E, City of Farmington, Oakland County, Michigan, more particularly described as follows: Commencing at the Northwest Corner of Section 29; thence along the centerline of Grand River Avenue (50 foot wide 1/2 Right of Way) and the North line of Section 29, S 89°41'40" E, 914.91 feet; thence S 00°01'50" W, 50.00 feet, to the POINT OF BEGINNING of the Parcel to be described; thence continuing S 00°01'50" W, 297.00 feet; thence S 89°41'40" E, 326.00 feet; thence N 00°01'50" E, 297.00 feet; thence along the South Right of Way line of Grand River Avenue, N 89°41'40" W, 326.00 feet, to the POINT OF BEGINNING, containing 2.22 acres, more or less, and including the use of existing Grand River Avenue.

Also subject to and including the use of a 32 foot wide Ingress/Egress Easement No. 2 as described in **Exhibit "B"** attached hereto.

Also subject to and including the use of a Variable Width Ingress/Egress Easement as described in **Exhibit "B"** attached hereto.

Also subject to an existing 20 wide Consumers Power Company Gas Easement, as recorded in Liber 6309, Page 205, Oakland County Records.

Also subject to an existing 12 foot wide Water Main Easement as recorded in Liber 8308 Page 844 Oakland County Records.

Also subject to an existing 12 wide Sanitary Sewer Easement as recorded in Liber 6309, Page 845, Oakland County Records.

Also subject to an existing 20 foot wide Sanitary Sewer Easement as recorded in Liber 4417, Page 116, Oakland County Records.

Also subject to any other easements or restrictions of record.



**DECLARATION OF  
RECIPROCAL INGRESS/EGRESS EASEMENT**

This Declaration of Reciprocal Ingress/Egress Easement (this "Declaration") is effective as of the \_\_\_\_ day of \_\_\_\_\_, 2014, by Grand River Project, LLC, a Michigan limited liability company ("Declarant") with a mailing address of 37000 Grand River Ave., Suite 360, Farmington Hills, MI 48335.

**RECITALS**

A. Declarant is the lawful owner of the real property located in the City of Farmington, Oakland County, Michigan, commonly known as 37025 Grand River Avenue, more particularly described in Exhibit A attached hereto and depicted in the survey drawing attached as Exhibit B ("Parent Parcel")

B. In conjunction with re-development of the Parent Parcel, Declarant intends to split the Parent Parcel as depicted in Exhibit B to create "Proposed Parcel 1," legally described in Exhibit C (herein, "Parcel 1"), "Proposed Parcel 2," legally described in Exhibit D (herein, "Parcel 2"), and "Proposed Parcel 3," legally described in Exhibit E (herein, "Parcel 3").

C. Parcel 1, Parcel 2 and Parcel 3 (collectively, the "Parcels") are adjacent and contiguous parcels of land.

D. Declarant desires to reserve for the benefit and burden of the future owners of each of the Parcels, (i) perpetual easements, each to the other, for ingress and egress to Parcel 2 and Parcel 3, and (ii) a perpetual easement for the benefit of Parcel 1 for ingress and egress to Parcel 1, and to provide for the continued use, enjoyment and maintenance thereof.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants set forth herein, Declarant declares the following:

1. Declaration of Easement. Declarant hereby reserves with itself and its successors and assigns, to and for the benefit of the Parcels and all current and future owners and occupants of the Parcels, and each of them, a non-exclusive easement appurtenant for vehicular and pedestrian ingress and egress (the "Easement"), on, over, and upon those portions of Parcel 2 and Parcel 3 depicted as "Easement Center 2-3" on the attached Exhibit F and legally described in Exhibit G attached hereto. Declarant declares and reserves the Easement "as is" and "with all faults," without representation or warranty of any kind, express or implied, as to the Easement's condition, use or suitability for any purpose, to any current or future owner of any of the Parcels, all such future owners of any Parcel(s) shall be solely responsible to do their own due diligence as to whether the Easement meets their needs with respect to ingress and egress to and from such Parcels.

2. Terms of Use. No Parcel owner shall use, permit, or allow the use of the Easement by large trucks including, but not limited to, tractor-trailer trucks and/or eighteen wheeled trucks ("Large Trucks") except that the owner or occupant of Parcel 3 shall be permitted to use the Easement for egress of empty Large Trucks from Parcel 3. No Parcel owner shall block access to the free and unrestricted passage of traffic over the Easement as contemplated herein. No Parcel owner shall use or permit the use of the Easement as a through road for use by the general public.

3. Restrictions. The Easement shall be used solely for ingress and egress of pedestrians, automobiles and light trucks to and from each of the Parcels, and to and from the adjoining public road except that the owner or occupant of Parcel 3 shall be permitted to use the Easement for egress of empty Large Trucks from Parcel 3. The Easement shall not be used for waiting, parking, queuing, or servicing of any vehicles. Free and unrestricted access over the Easement shall not be impeded, except by appropriate traffic control signs and devices. Access to the Easement may be temporarily limited as is reasonably required for construction, repair, maintenance and/or improvement thereof, at and for such times as may be reasonably necessary, prudent or desirable in the circumstances, or in the event of an emergency requiring such limitation of access, provided, however, that the duration of any such limitation of access shall not exceed a reasonable period in relation to the purposes thereof. Each owner of any of the Parcels shall retain the right to use and improve the Easement located on such owner's Parcel for any purpose that is not inconsistent with and does not materially interfere with any other Parcel owner's reasonable use of the Easement for the purposes specified herein (including without limitation the right to install and/or maintain underground or overhead utility lines within Existing Encumbrances or any New Encumbrance (as these terms are defined below), traffic control devices (including without limitation striping, stop signs, traffic signals, and traffic control islands), and other improvements; provided, however, that any damage caused by such activity shall be promptly and diligently repaired by the Parcel owner initiating such activity.

4. Encumbrances. The Easement is granted subject to existing covenants, conditions, restrictions, encumbrances, mortgages, liens, leases, and easements, if any, as may affect the Parcels or any of them (the "Existing Encumbrances"). Any future owner of any Parcel may grant other easements and encumbrances over, under, and across the Easement, to the extent such grant does not materially interfere with the Easement and any Parcel owner's use and enjoyment thereof ("New Encumbrance").

5. Authority. Declarant represents and warrants that it has the full right, power and authority to grant this Declaration.

6. Duration. The Easement herein granted and the declarations herein contained shall be easements and covenants running with the land and shall inure to the benefit of, and be binding upon the current and future owners of the Parcels, and their respective successors and assigns.

7. No Public Dedication. Nothing contained herein shall be deemed to be a gift or dedication of any portion of any Parcel to the general public or for the general public or for any public purpose whatsoever, it being the intention of Declarant that this Easement be strictly limited to and for the persons and purposes expressly stated herein.

8. Eminent Domain. No taking under the power of eminent domain or condemnation and no deed or grant in lieu thereof in connection with or in contemplation of the widening of any public roadway or right-of-way shall be deemed or construed to be a violation of any of the provisions of this Declaration or of any of the rights herein granted or conferred, or a termination hereof, and this Declaration shall remain in full force and effect with respect to those portions of the Property, as remain unaffected by such eminent domain or condemnation proceeding, unless the actual effect of such taking is to nullify or undermine the express purposes of this Declaration.

9. Estoppel Certificate. Any Parcel owner may, from time to time, in connection with the contemplated sale or transfer of its Parcel or in connection with contemplated financing or refinancing of its Parcel, deliver written notice to another Parcel owner requesting such Parcel owner to certify in writing that, to the best of the knowledge of the certifying Parcel owner: (i) this Declaration is in full force and effect and the binding obligation of such Parcel owner; (ii) this Declaration has not been amended or modified, either orally or in writing, or if so amended, identifying the amendments; and (iii) the requesting Parcel owner is not in default of this Declaration or, if in default, describing therein with reasonable specificity the nature and extent of any and all claimed defaults. Each Parcel owner receiving such request shall execute and deliver such certificate to the requesting Parcel owner within fifteen (15) days following receipt of request thereof. If a Parcel owner does not timely deliver a requested estoppel certificate, said Parcel owner shall thereafter be estopped from claiming that: (i) the date such Estoppel Certificate was requested; (ii) this Declaration was not in full force and effect and the binding obligation of such Parcel owner; (iii) this Declaration had been amended or modified in any way (other than by an instrument then on record in the Oakland County Register of Deeds office), and (iii) the requesting Parcel owner was in default of this Declaration.

10. Maintenance and Repair. The owner or owners of Parcel 2 and Parcel 3 shall cooperate to maintain and repair the Easement, including without limitation, surfacing, resurfacing, pothole filling, striping and snow and ice removal in a commercially reasonable manner. The costs of such maintenance and repairs ("Maintenance Costs") shall be split evenly between Parcel 2 and Parcel 3 and shall be due within ten (10) days after presentation of an invoice therefor, with reasonable backup documentation describing the work performed, from the owner of the Parcel who performed, or caused to be performed, the maintenance and repairs ("Parcel Seeking Payment").

11. Enforcement of Terms of Declaration. Each Parcel shall have the right to specifically enforce the terms of this Declaration. Since monetary damages may not be sufficient to protect each Parcel and since the requirements hereof are special and unique to each Parcel, it is hereby agreed that each Parcel shall be entitled to seek injunctive relief, including *ex parte* preliminary injunctive relief, to prevent a breach or threatened breach of this Declaration by another Parcel or Parcels. In the event of any such litigation, the substantially prevailing party shall be entitled to an award of reasonable attorneys' fees and costs of litigation.

12. Lien Rights. In addition to all other rights and remedies as may be available in law or equity, if either owner of Parcel 2 or Parcel 3 fails to pay its fifty percent (50%) share of the Maintenance Costs incurred by the Parcel Seeking Payment when due ("Delinquent Parcel"), then the Parcel Seeking Payment shall have the right to record a lien against the Delinquent Parcel in the amount of the unpaid fifty percent (50%) share of Maintenance Costs, plus accrued interest, reasonable attorney's fees and costs. This lien shall be considered to be akin to a mortgage and the lien holder may judicially foreclose upon it in the same manner as a mortgage. In no event shall any lien filed under this section be superior to any bona fide first mortgage granted as a legitimate third party financial institution, or be subject to the provisions and requirements of the Michigan Construction Lien Act.

13. Notices. Any notices or other communications required or permitted hereunder shall be sufficiently given if in writing and (i) hand delivered, including delivery by courier service, (ii) sent by overnight courier or certified mail, return receipt requested, postage prepaid, addressed to the addresses provided herein. All notices shall be deemed received on the date of delivery. The addresses and addressees may be changed by giving notice of such change in the manner provided herein for giving notice. Unless and until such written notice is received, the last address and addressee given shall be deemed to continue in effect for all purposes.

15. Miscellaneous.

15537.1 (SA) 12/9/2020

A. Waiver. No waiver of any of the provisions of this Declaration shall be effective unless it is in writing, signed by the party against whom it is asserted and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing and permanent waiver unless so specifically stated.

B. Severability. Except as expressly provided to the contrary herein, each paragraph, part, term or provision of this Declaration shall be considered severable, and if for any reason any paragraph, part, term or provision herein is determined to be invalid or contrary to or in conflict with any existing or future law or regulation by a court or governmental agency having valid jurisdiction, such determination shall not impair the operation of or have any other effect on other paragraphs, parts, terms, or provisions of this Declaration as may remain otherwise intelligible, and the latter shall continue to be given full force and effect and bind the parties hereto, and said invalid paragraphs, parts, terms or provisions shall not be deemed to be a part of this Declaration.

C. Choice of Law. This Declaration shall be governed by and construed under the laws of the State of Michigan.

[SIGNATURES ON THE FOLLOWING PAGE]

DRAFT



**EXHIBIT A**

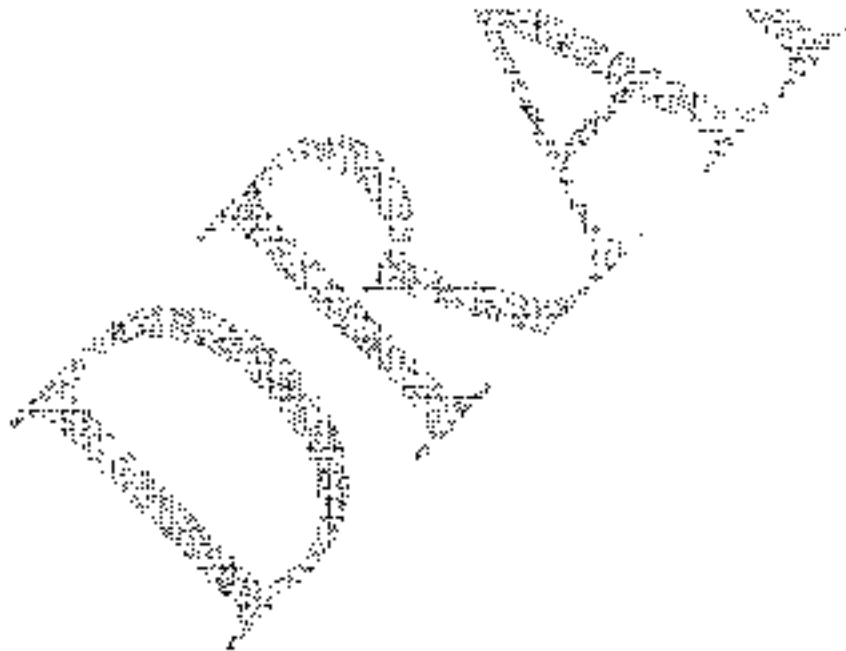
**Legal description of Parent Parcel**

**DESCRIPTION OF PARENT PARCEL PER FIRST AMERICAN TITLE INSURANCE COMPANY, COMMITMENT NO: 15790, WITH AN EFFECTIVE DATE OF DECEMBER 4, 2013 AT 8:00 AM:**

Land situated in the City of Farmington, Oakland County, State of Michigan:

Part of the Northwest 1/4 of Section 25, Town 1 North, Range 9 East, more particularly described as Beginning at a point, said point being South 50 degrees 41 minutes 40 seconds East 914.81 feet along the North line of said Section 20 and South 00 degrees 01 minutes 50 seconds West 50.00 feet from the Northwest corner of said Section 20, thence proceeding South 00 degrees 01 minutes 50 seconds West 445.00 feet, thence South 88 degrees 01 minutes 50 seconds West 255.00 feet, thence South 24 degrees 30 minutes 02 seconds West 441.60 feet; thence North 89 degrees 42 minutes 30 seconds West 505.84 feet; thence North 23 degrees 18 minutes 41 seconds West 326.45 feet; thence due North 484.88 feet, thence South 89 degrees 41 minutes 40 seconds East 150.00 feet, thence due North 180.00 feet, thence South 09 degrees 41 minutes 40 seconds East 674.91 feet to the point of beginning.

Commonly known as: 37025 Grand River Ave., Farmington, MI 48335-2382  
Parcel Tax No. 20-23-20-101-005







**EXHIBIT C****Legal Description of Parcel 1****PROPOSED PARCEL 1:**

Part of the Northwest 1/4 of Section 29, T1N-R9E, City of Farmington, Oakland County, Michigan, more particularly described as follows: Commencing at the Northwest Corner of Section 29, thence along the centerline of Grand River Avenue (50 foot wide 1/2 Right of Way) and the North line of Section 29, S 89°41'40" E, 914.91 feet; thence S 00°01'50" W, 347.00 feet, to the POINT OF BEGINNING of the Parcel to be described; thence continuing S 00°01'50" W, 148.00 feet; thence S 68°01'50" W, 266.00 feet; thence S 24°52'02" W, 441.10 feet; thence along the northerly line of "CHATHAM HILLS", as recorded in Liber 4492 of Plats, Pages 888-897, Oakland County Records, N 88°42'20" W, 306.84 feet; thence along the easterly Right of Way line of Freedom Road the following two (2) courses: 1) N 23°18'41" W, 326.45 feet, 2) due North, 847.88 feet, thence S 89°41'40" E, 884.75 feet, to the POINT OF BEGINNING, containing 8.96 acres, more or less, and including the use of existing Freedom Road.

Also subject to and including the use of a 32 foot wide Ingress/Egress Easement No. 1 as described in **Exhibit "B"** attached hereto.

Also subject to and including the use of a 32 foot wide Ingress/Egress Easement No. 2 as described in **Exhibit "B"** attached hereto.

Also including the use of a Variable Width Ingress/Egress, as described below.

Also subject to an existing 20' wide Consumers Power Company Gas Easement, as recorded in Liber 6309, Page 205, Oakland County Records.

Also subject to an existing 12 foot wide Water Main Easement as recorded in Liber 6309, Page 644, Oakland County Records.

Also subject to an existing 12 wide Sanitary Sewer Easement as recorded in Liber 6309, Page 645, Oakland County Records.

Also subject to an existing 25 foot wide Permanent Easement for the Caddell Drain, as recorded in Liber 9387, Page 757, Oakland County Records.

Also subject to any other easements or restrictions of record.



**EXHIBIT D**

**Legal Description of Parcel 2**

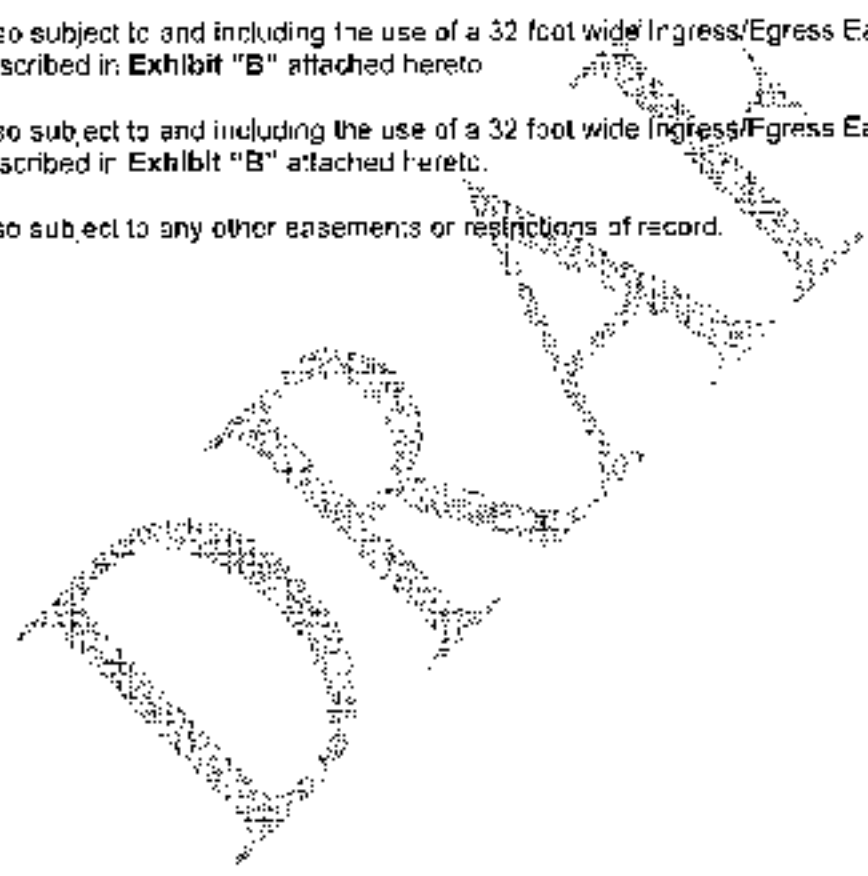
**PROPOSED PARCEL 2:**

Part of the Northwest 1/4 of Section 29, T1N-R9E, City of Farmington, Oakland County, Michigan, more particularly described as follows: Commencing at the Northwest Corner of Section 29; thence along the centerline of Grand River Avenue (50 foot wide 1/2 Right of Way) and the North line of Section 29, S 89°41'40" E, 914.91 feet; thence S 00°01'50" W, 50.00 feet; thence along the South Right of Way line of Grand River Avenue, N 89°41'40" W, 326.00 feet, to the POINT OF BEGINNING of the Parcel to be described; thence E 00°01'50" W, 207.00 feet; thence N 89°41'40" W, 348.75 feet; thence due North, 297.00 feet; thence along the South Right of Way line of Grand River Avenue, E 89°41'40" E, 348.51 feet, to the POINT OF BEGINNING, containing 2.38 acres, more or less, and including the use of existing Grand River Avenue.

Also subject to and including the use of a 32 foot wide Ingress/Egress Easement No. 1 as described in **Exhibit "B"** attached hereto

Also subject to and including the use of a 32 foot wide Ingress/Egress Easement No. 2 as described in **Exhibit "B"** attached hereto.

Also subject to any other easements or restrictions of record.



**EXHIBIT E****Legal Description of Parcel 3****PROPOSED PARCEL 3:**

Part of the Northwest 1/4 of Section 29, T14N R39E, City of Farmington, Oakland County, Michigan, more particularly described as follows: Commencing at the Northwest Corner of Section 29; thence along the centerline of Grand River Avenue (50 foot wide 1/2 Right of Way) and the North line of Section 29, S 89°41'40" E, 914.91 feet; thence S 00°01'50" W, 50.00 feet to the POINT OF BEGINNING of the Parcel to be described; thence continuing S 00°01'50" W, 297.00 feet; thence S 89°41'40" E, 326.00 feet; thence N 00°01'50" E, 297.00 feet; thence along the South Right of Way line of Grand River Avenue, N 89°41'40" W, 326.00 feet to the POINT OF BEGINNING containing 2.22 acres, more or less and including the use of existing Grand River Avenue.

Also subject to and including the use of a 32 foot wide Ingress/Egress Easement No. 2 as described in Exhibit "B" attached hereto.

Also subject to and including the use of a Variable Width Ingress/Egress Easement as described in Exhibit "B" attached hereto.

Also subject to an existing 20 wide Consumers' Power Company Gas Easement, as recorded in Liber 6309, Page 235, Oakland County Records.

Also subject to an existing 12 foot wide Water Main Easement as recorded in Liber 6309, Page 844, Oakland County Records.

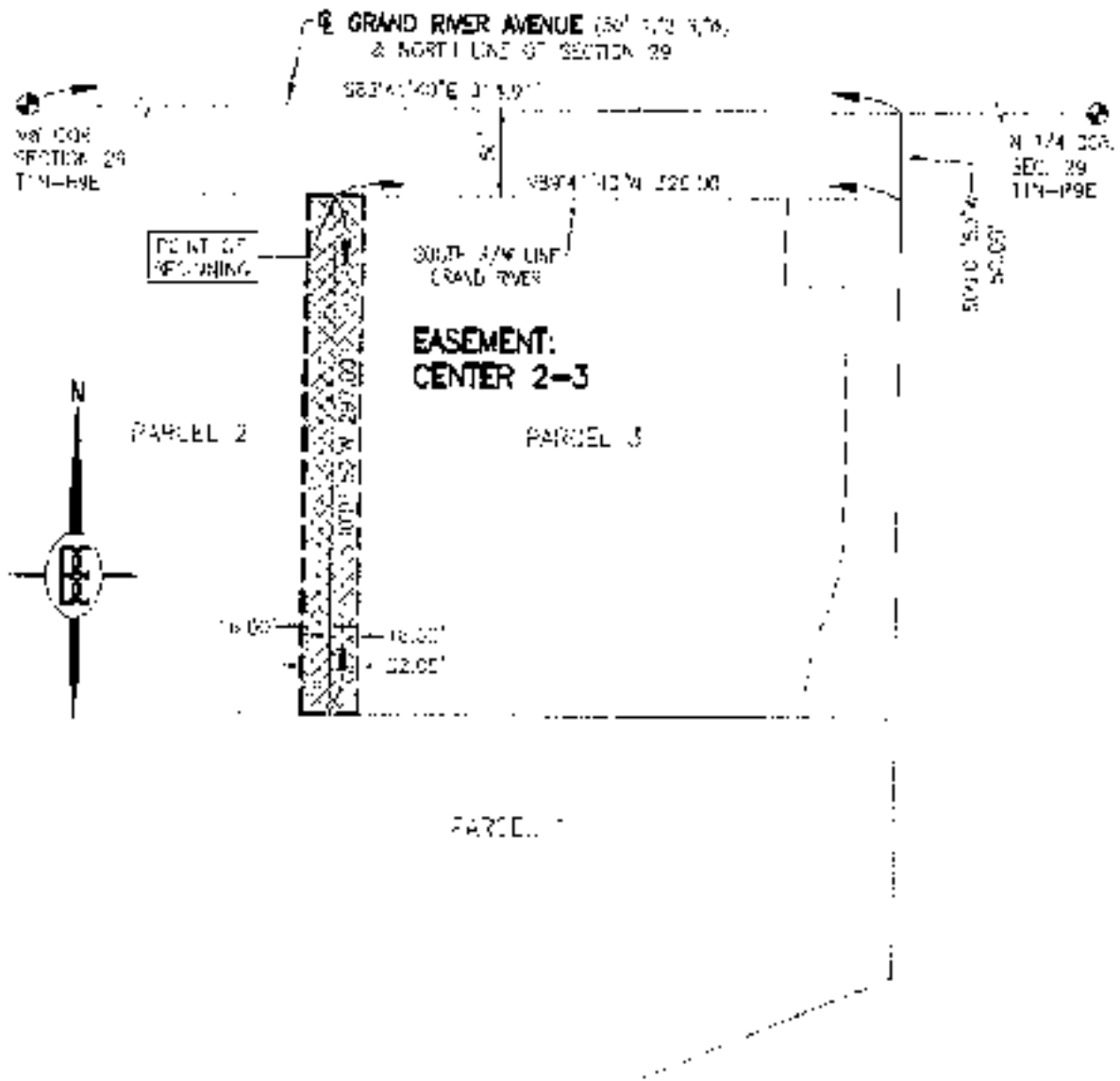
Also subject to an existing 12 wide Sanitary Sewer Easement as recorded in Liber 6309 Page 845, Oakland County Records.

Also subject to an existing 20 foot wide Sanitary Sewer Easement as recorded in Liber 4417, Page 116, Oakland County Records.

Also subject to any other easements or restrictions of record.

**EXHIBIT F**

**Survey Drawing of Easement**



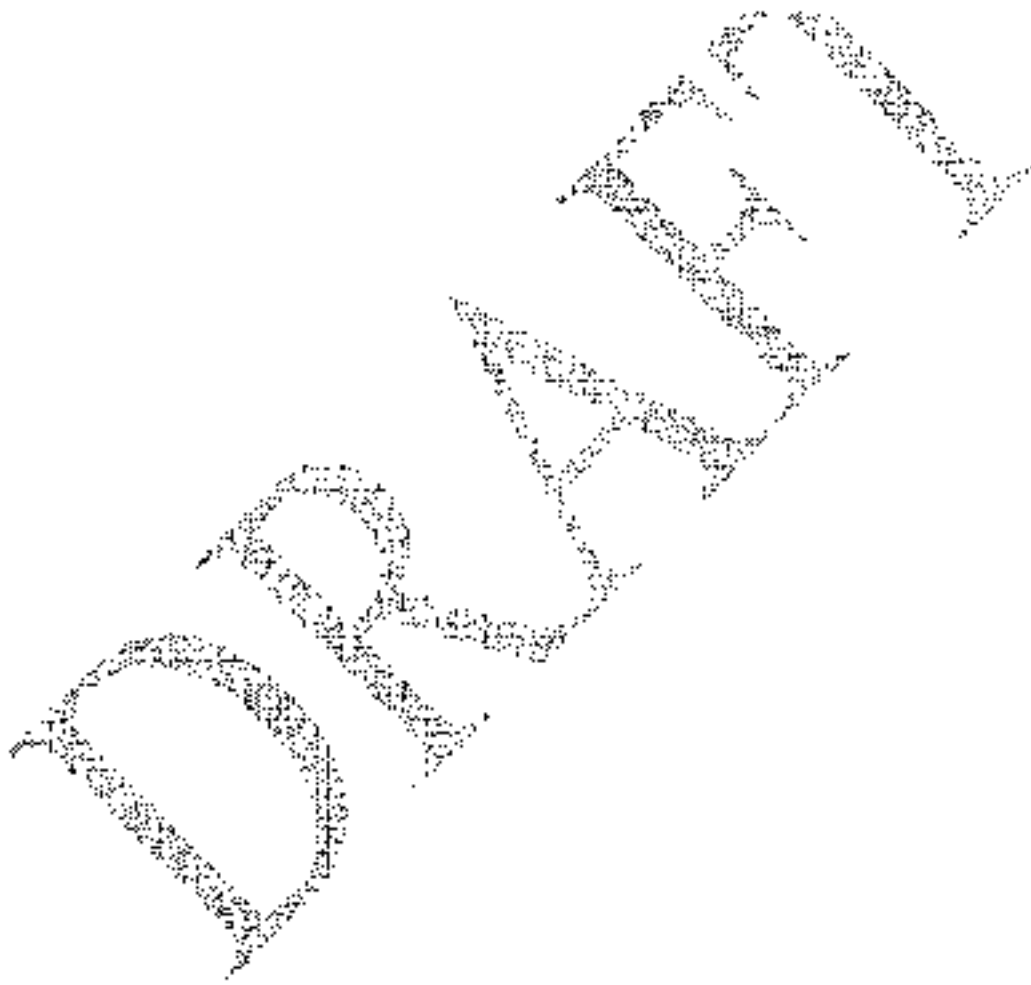
Attachment: Grand River Farmington PUD Narrative (1) (1675 : Public Hearing-PUD Grand River-Halsted Plaza)



**EXHIBIT C**

**Legal Description of Easement**

Part of the Northeast 1/4 of Section 29, T1N 19S E, City of Farmington, Oakland County, Michigan, more particularly described as follows: Commencing at the Northwest Corner of Section 29; thence along the centerline of Grand River Avenue (60 foot wide 1/2 Right of Way) and the North line of Section 29, S 69°41'40" E, 914.51 feet; thence S 00°01'50" W, 50.00 feet; thence along the South Right of Way line of Grand River Avenue, N 89°41'40" W, 326.00 feet, to the POINT OF BEGINNING of the curf line of the 32 foot wide Easement to be described; thence along the centerline of said 32 foot wide Easement, S 00°01'50" W, 297.00 feet, to the POINT OF TERMINUS.



**DECLARATION OF  
RECIPROCAL INGRESS/EGRESS EASEMENT AGREEMENT**

This Declaration of Reciprocal Ingress/Egress Easement Agreement (this "Declaration") is effective as of the \_\_\_ day of \_\_\_\_\_, 2014 ("Effective Date"), by Grand River Project, LLC, a Michigan limited liability company ("Declarant") with a mailing address of 37000 Grand River Ave., Suite 100, Farmington Hills, MI 48335.

**RECITALS**

A. Declarant is the lawful owner of the real property located in the City of Farmington, Oakland County, Michigan, commonly known as 37025 Grand River Avenue, more particularly described in Exhibit A attached hereto and depicted in the survey drawing attached as Exhibit B ("Parent Parcel").

B. In conjunction with the re-development of the Parent Parcel, Declarant intends to split the Parent Parcel as depicted in Exhibit B to create "Proposed Parcel 1," legally described in Exhibit C (herein, "Parcel 1"), "Proposed Parcel 2," legally described in Exhibit D (herein, "Parcel 2"), and "Proposed Parcel 4," legally described in Exhibit E (herein, "Parcel 4").

C. Parcel 1, Parcel 2 and Parcel 4 (collectively, the "Parcels") are adjacent and contiguous parcels of land.

D. Declarant desires to reserve for the benefit and burden of the future owners of each of the Parcels perpetual easements, such to the effect, for ingress and egress to the Parcels and to provide for the continued use, enjoyment and maintenance thereof.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants set forth herein, Declarant declares the following:

1. Grant of Easement. Declarant hereby reserves unto itself and its successors and assigns, to and for the benefit of the Parcels and all current and future owners and occupants of the Parcels and each of them a perpetual, non-exclusive, appurtenant easement for ingress and egress to the Parcels, over, under and upon those portions of the Parcels depicted as "Easement West 1-4" on the attached Exhibit A and legally described in Exhibit G attached hereto (the "Easement"). The Easement is also depicted as Proposed 32' Wide Ingress/Egress Easement #1 on the attached Exhibit B. Declarant declares and reserves the Easement "as is" and "with all faults," without representation or warranty of any kind, express or implied, as to the Easement's condition, use or suitability for any purpose, to any current or future owner of any of the Parcels; all such future owners of any Parcel(s) shall be solely responsible to do their own due diligence as to whether the Easement meets their needs with respect to ingress and egress to and from such Parcels.

2. Terms of Use. No Parcel owner shall use, permit, or allow the use of the Easement by large trucks including, but not limited to, tractor-trailer trucks and/or eighteen wheeled trucks. No Parcel owner shall block access to the free and unrestricted passage of traffic over the Easement as contemplated herein. No Parcel owner shall use or permit the use of the Easement as a through road for use by the general public.

3. Restrictions. The Easement shall be used solely for ingress and egress of pedestrians, automobiles and light trucks to and from each of the Parcels, and to and from the adjoining public road. The Easement shall not be used for waiting, parking, queuing, or servicing of any vehicles. Free and unrestricted access over the Easement shall not be impeded, except by appropriate traffic control signs and devices. Access to the Easement may be temporarily limited as is reasonably required for construction, repair, maintenance and/or improvement thereof at and for such times as may be reasonably necessary, prudent or desirable in the circumstances, or in the event of an emergency requiring such limitation of access; provided, however, that the duration of any such limitation of access shall not exceed a reasonable period in relation to the purpose therefor. Any Parcel owner shall retain the right to use and improve the Easement located on such owner's Parcel for any purpose that is not inconsistent with and does not materially interfere with any other Parcel owner's reasonable use of the Easement for the purposes specified herein (including without limitation the right to install and/or maintain underground or overhead utility lines within Existing Encumbrances or any New Encumbrance (as those terms are defined below), traffic control devices (including without limitation striping, stop or yield signs, speed limit signs, traffic signals, and traffic control islands), and other improvements; provided, however, that any damage caused by such activity shall be promptly and diligently repaired by the Parcel owner initiating such activity.

4. Encumbrances. The Easement is granted subject to existing covenants, conditions, restrictions, encumbrances, mortgages, liens, leases, and easements, if any, as may affect the Parcels or any of them (the "Existing Encumbrances"). Any future owner of any Parcel may grant other easements and encumbrances over, under, and across the Easement to the extent such grant does not materially interfere with the Easement and any Parcel owner's use and enjoyment thereof ("New Encumbrance").

5. Authority. Declarant represents and warrants that it has the full right, power and authority to grant this Declaration.

6. Duration. The Easement herein granted and the declarations herein contained shall be easements and covenants running with the land and shall inure to the benefit of, and be binding upon the current and future owners of the Parcels and their respective successors and assigns.

7. No Public Dedication. Nothing contained herein shall be deemed to be a gift or dedication of any portion of any Parcel to or for the general public or for any public purpose whatsoever, it being the intention of Declarant that this Easement be strictly limited to and for the persons and purposes expressly stated herein.

8. Eminent Domain. No taking under the power of eminent domain or condemnation and no deed or grant in lieu thereof in connection with or in contemplation of the widening of any public roadway or right-of-way shall be deemed or construed to be a violation of any of the provisions of this Declaration or of any of the rights herein granted or conferred, or a termination hereof, and this Declaration shall remain in full force and effect with respect to those portions of the Property, as remain unaffected by such eminent domain or condemnation proceeding, unless the actual effect of such taking is to nullify or undermine the express purposes of this Declaration.

9. Estoppel Certificate. Any Parcel owner may, from time to time, in connection with the contemplated sale or transfer of his Parcel or in connection with contemplated financing or refinancing of



its Parcel, deliver written notice to another Parcel owner requesting such Parcel owner to certify in writing that to the best of the knowledge of the certifying Parcel owner: (i) this Declaration is in full force and effect and the binding obligation of such Parcel owner; (ii) this Declaration has not been amended or modified, either orally or in writing, or if so amended, identifying the amendments; and (iii) the requesting Parcel owner is not in default of this Declaration or, if in default, describing therein with reasonable specificity the nature and extent of any and all claimed defaults. Each Parcel owner receiving such request shall execute and deliver such certificate to the requesting Parcel owner within fifteen (15) days following receipt of request thereof. If a Parcel owner does not timely deliver a requested estoppel certificate, said Parcel owner shall thereafter be estopped from claiming that, as of the date such Estoppel Certificate was requested: (i) this Declaration was not in full force and effect and the binding obligation of such Parcel owner; (ii) this Declaration had been amended or modified in any way (other than by an instrument then on record in the Oakland County Register of Deeds office), and (iii) the requesting Parcel owner was in default of this Declaration.

10. Maintenance and Repair. The owner or owners of each of the Parcels shall cooperate to maintain and repair the Easement, including without limitation, surfacing, resurfacing, pothole filling, striping and snow and ice removal ("Maintenance") in a commercially reasonable manner. The allocation of the costs of Maintenance ("Maintenance Costs") between Parcel 1, Parcel 2 and Parcel 4 shall be determined by dividing each Parcel's acreage by the total acreage of all three Parcels. Pursuant to the survey drawing attached hereto as Exhibit B, Parcel 1 contains 2.96 acres, Parcel 2 contains 2.38 acres and Parcel 4 contains .48 acres, for total acreage of the three Parcels equal to 5.82 acres. Therefore, Parcel 1's share of the Maintenance Costs is seventy six percent (76%), Parcel 2's share of Maintenance Costs is twenty percent (20%) and Parcel 4's share of the Maintenance Costs is four percent (4%) (each a "Percentage Share"). A Parcel owner's Percentage Share of Maintenance costs shall be due within ten (10) days after presentation of an invoice therefore, with reasonable backup documentation describing the work performed, from the owner of the Parcel who performed, or caused to be performed, the Maintenance ("Parcel Seeking Payment").

11. Enforcement of Terms of Declaration. Each Parcel shall have the right to specifically enforce the terms of this Declaration. Since monetary damages may not be sufficient to protect each Parcel and since the requirements hereof are special and unique to each Parcel, it is hereby agreed that each Parcel shall be entitled to seek injunctive relief, including ex-parte preliminary injunctive relief, to prevent a breach of the covenants of this Declaration by another Parcel or Parcels. In the event of any such litigation, the substantially prevailing party shall be entitled to an award of reasonable attorneys' fees and costs of litigation.

12. Lien Rights. In addition to all other rights and remedies as may be available in law or equity, if any owner of a Parcel fails to pay its Percentage Share of the Maintenance Costs incurred by the Parcel Seeking Payment when due ("Delinquent Parcel"), then the Parcel Seeking Payment shall have the right to record a lien against the Delinquent Parcel in the amount of the unpaid Percentage Share of Maintenance Costs, plus accrued interest, reasonable attorney's fees and enforcement costs. This lien shall be considered to be akin to a mortgage and the lien holder may judicially foreclose upon it in the same manner as a mortgage. In no event shall any lien filed under this section be superior to any bona fide first mortgage granted to a legitimate third party financial institution or be subject to the provisions and requirements of the Michigan Constructive Lien Act.

13. Notices. Any notices or other communications required or permitted hereunder shall be sufficiently given if in writing and (i) hand delivered, including delivery by courier service; (2) sent by overnight courier or certified mail, return receipt requested, postage prepaid, addressed to the addresses provided herein, or to the last known mailing address of the owner of a Parcel. All notices shall be deemed received on the date of delivery or refusal of delivery.

The addressee and addressees may be changed by giving notice of such change in the manner provided herein for giving notice. Unless and until such written notice is received, the last address and shall be deemed to continue in effect for all purposes.

14. Waiver. No waiver of any of the provisions of this Declaration shall be effective unless it is in writing, signed by the party against whom it is asserted and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing and permanent waiver unless so specifically stated.

15. Severability. Except as expressly provided to the contrary herein, each paragraph, part, term or provision of this Declaration shall be considered severable, and if for any reason any paragraph, part, term or provision herein is determined to be invalid or contrary to or in conflict with any existing or future law or regulation by a court or governmental agency having valid jurisdiction, such determination shall not impair the operation of or have any other effect on other paragraphs, parts, terms, or provisions of this Declaration as may remain otherwise intelligible, and the latter shall continue to be given full force and effect and bind the parties hereto, and said invalid paragraphs, parts, terms or provisions shall not be deemed to be a part of this Declaration.

16. Choice of Law. This Declaration shall be governed by and construed under the laws of, and enforced in the courts of, the State of Michigan.

[SIGNATURES ON THE FOLLOWING PAGE]

Attachment: Grand River Farmington PUD Narrative (1) (1675 : Public Hearing-PUD Grand River-Halsted Plaza)

In witness whereof, the parties hereto have executed this Declaration the day and year first above written

Grand River Project, LLC,  
a Michigan limited liability company

By: \_\_\_\_\_  
Thomas A. Duke  
Its: Managing Member

STATE OF MICHIGAN )  
  ) SS  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by Thomas A. Duke, as Managing Member of Grand River Project, LLC, a Michigan limited liability company.

\_\_\_\_\_  
Notary Public  
County, Michigan  
Acting in \_\_\_\_\_ County, Michigan  
My Commission Expires: \_\_\_\_\_

THIS INSTRUMENT DRAWN BY  
AND WHEN RECORDED RETURN TO:

Steven D. SaJen, Esq.  
Madam, Hauser, Roth & Heller, P.C.  
28400 Northwestern Highway  
Second Floor - Essex Centre  
Southfield, Michigan 48034  
(248) 827-1861

Attachment: Grand River Farmington PUD Narrative (1) (1675 : Public Hearing-PUD Grand River-Halsted Plaza)



EXHIBIT A

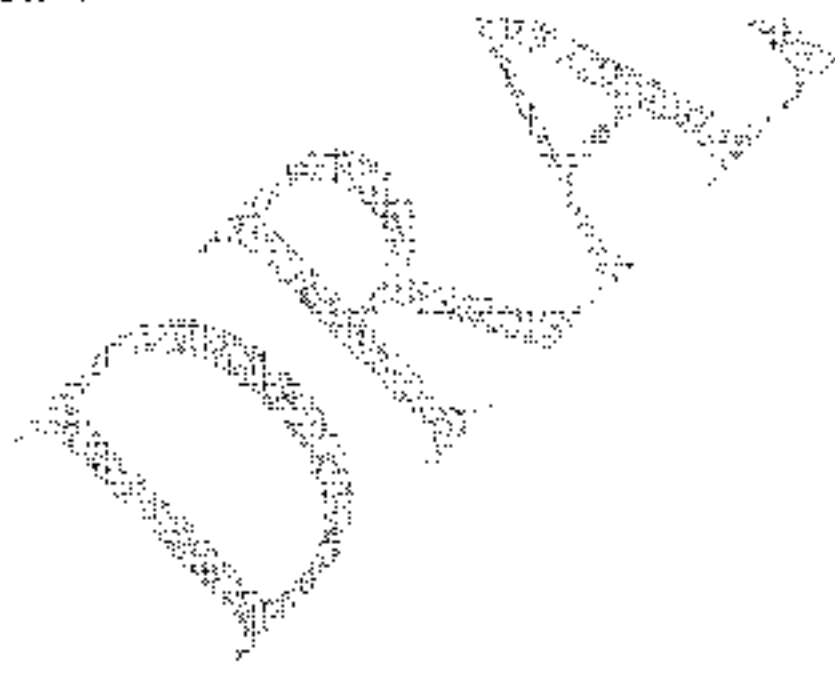
Legal description of Parent Parcel

DESCRIPTION OF PARENT PARCEL PER FIRST AMERICAN TITLE INSURANCE COMPANY,  
COMMITMENT NO: 15794, WITH AN EFFECTIVE DATE OF DECEMBER 4, 2013 AT 8:00 AM:

Land situated in the City of Farmington, Oakland County, State of Michigan.

Part of the Northwest 1/4 of Section 29, Town 1 North, Range 9 East, more particularly described as:  
Beginning at a point, said point being South 89 degrees 41 minutes 40 seconds East: 814.91 feet  
along the North line of said Section 29 and South 00 degrees 01 minutes 50 seconds West 80.00 feet  
from the Northwest corner of said Section 29; thence proceeding South 00 degrees 01 minutes 50  
seconds West: 445.00 feet; thence South 65 degrees 01 minutes 50 seconds West: 255.00 feet;  
thence South 24 degrees 32 minutes 02 seconds West: 441.70 feet; thence North 85 degrees 42  
minutes 30 seconds West: 305.84 feet; thence North 23 degrees 18 minutes 41 seconds West: 326.43  
feet; thence due North: 454.88 feet; thence South 89 degrees 41 minutes 40 seconds East: 180.00  
feet; thence due North: 180.00 feet; thence South 89 degrees 41 minutes 40 seconds East: 674.91  
feet to the point of beginning.

Commonly known as: 37025 Grand River Ave., Farmington, MI 48335-2662  
Parcel Tax No. 20-25-09-101-005





**EXHIBIT C****Legal Description of Parcel 1****PROPOSED PARCEL 1:**

Part of the Northwest 1/4 of Section 29, T14-R0E, City of Farmington, Oakland County, Michigan, more particularly described as follows: Commencing at the Northwest Corner of Section 29, thence along the centerline of Grand River Avenue (50 foot wide 1/2 Right of Way) and the North line of Section 29, S 89°41'40" E, 314.91 feet; thence S 00°01'50" W, 347.00 feet, to the POINT OF BEGINNING of the Parcel to be described; thence continuing S 00°01'50" W, 148.00 feet; thence S 68°01'50" W, 235.00 feet; thence S 24°32'02" W, 441.10 feet; thence along the northerly line of "CHATHAM HILLS", as recorded in Liber 4492 of Plats, Pages 889-897, Oakland County Records, N 89°42'30" W, 305.84 feet; thence along the easterly Right of Way line of Freedom Road the following two (2) courses, 1) N 20°18'41" W, 320.45 feet, 2) due North 347.88 feet; thence S 89°41'40" E, 854.75 feet, to the POINT OF BEGINNING, containing 2.96 acres, more or less, and including the use of existing Freedom Road.

Also subject to and including the use of a 32 foot wide Ingress/Egress Easement No. 1 as described in **Exhibit "B"** attached hereto.

Also subject to and including the use of a 32 foot wide Ingress/Egress Easement No. 2 as described in **Exhibit "B"** attached hereto.

Also including the use of a Variable Width Ingress/Egress, as described below.

Also subject to an existing 20' wide Consumers Power Company Gas Easement, as recorded in Liber 6309, Page 205, Oakland County Records.

Also subject to an existing 12 foot wide Water Main Easement as recorded in Liber 6309, Page 844, Oakland County Records.

Also subject to an existing 12' wide Sanitary Sewer Easement as recorded in Liber 6309, Page 845, Oakland County Records.

Also subject to an existing 25' foot wide Permanent Easement for the Caddell Drain, as recorded in Liber 9337, Page 757, Oakland County Records.

Also subject to any other easements or restrictions of record.



**EXHIBIT D**

**Legal Description of Parcel 2**

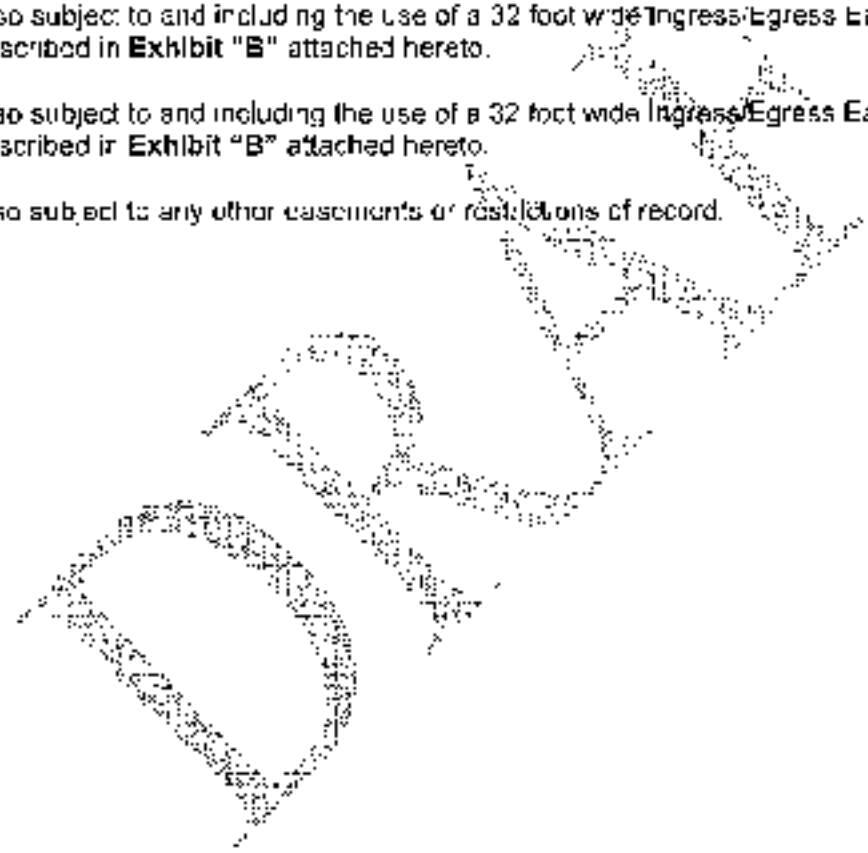
**PROPOSED PARCEL 2:**

Part of the Northwest 1/4 of Section 29, T11N-R9E City of Farmington, Oakland County, Michigan, more particularly described as follows: Commencing at the Northwest Corner of Section 29, thence along the centerline of Grand River Avenue (50 foot wide 1/2 Right of Way) and the North line of Section 29, S 89°41'40" E 914.91 feet; thence S 110°01'50" W, 50.00 feet; thence along the South Right of Way line of Grand River Avenue, N 09°41'40" W, 325.00 feet, to the POINT OF BEGINNING of the Parcel to be described; thence S 01°01'50" W 247.00 feet; thence N 89°41'40" W, 348.73 feet; thence due North, 267.00 feet; thence along the South Right of Way line of Grand River Avenue, S 89°41'40" E, 348.57 feet, to the POINT OF BEGINNING, containing 2.22 acres, more or less, and including the use of existing Grand River Avenue.

Also subject to and including the use of a 32 foot wide Ingress/Egress Easement No. 1 as described in Exhibit "B" attached hereto.

Also subject to and including the use of a 32 foot wide Ingress/Egress Easement No. 2 as described in Exhibit "B" attached hereto.

Also subject to any other easements or restrictions of record.



**EXHIBIT C****Legal Description of Parcel 4****PROPOSED PARCEL 4:**

Part of the Northwest 1/4 of Section 29, T11N R9E, City of Farmington, Oakland County Michigan, more particularly described as follows: Commencing at the Northwest Corner of Section 29 thence along the centerline of Grand River Avenue (50 foot wide 1/2 Right of Way) and the North Line of Section 29, S 89°41'40" E, 874.91 feet; thence S 00°01'50" W, 50.00 feet; thence along the South Right of way line of Grand River Avenue, N 89°41'40" W, 674.91 feet; thence due South, 180.00 feet, to the POINT OF BEGINNING of the Parcel to be described; thence continuing due South, 117.00 feet; thence N 89°41'40" W, 180.00 feet; thence along the easterly Right of Way line of Freedom Road, due North, 117.00 feet; thence S 89°41'40" E, 180.00 feet, to the POINT OF BEGINNING, containing 0.46 acres, more or less, and including the use of existing Freedom Road.

Also subject to and including the use of a 32 foot wide Ingress/Egress Easement attached as Exhibit "B."

Also subject to an existing 12 wide Sanitary Sewer Easement as recorded in Liber 6306 Page 645, Oakland County Records.

Also subject to any other easements or restrictions of record.

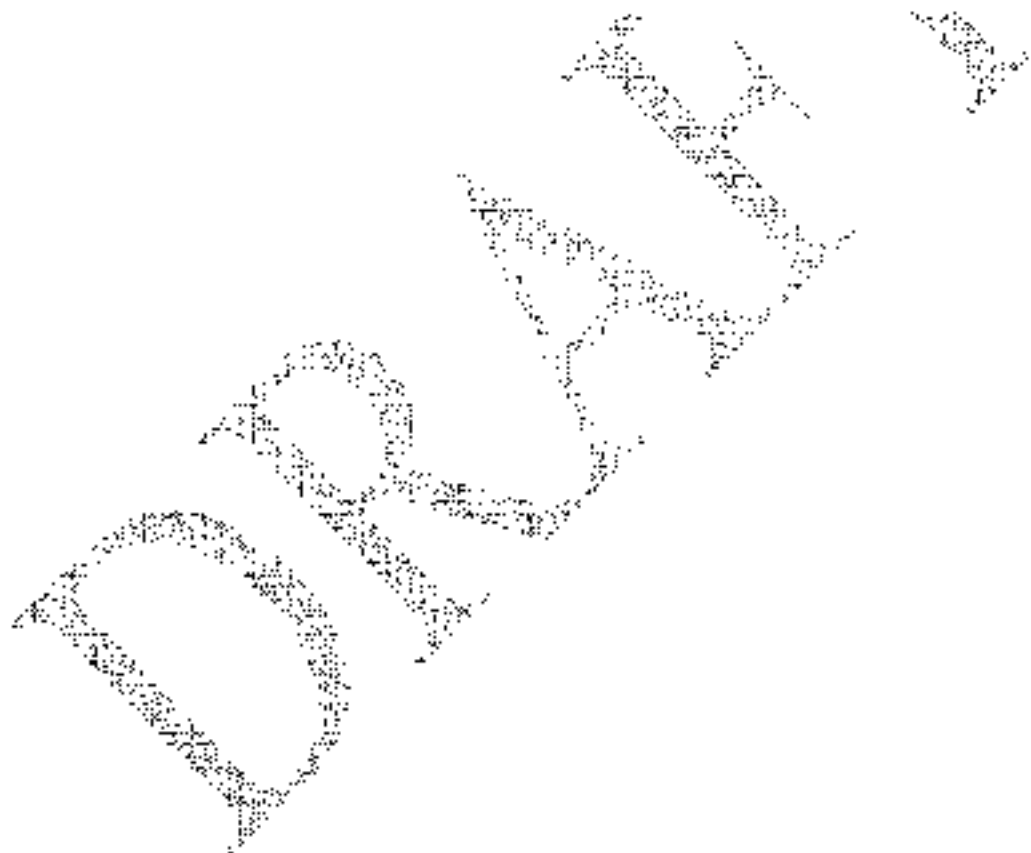




**EXHIBIT G**

**Legal Description of Easement**

Part of the Northwest 1/4 of Section 29, T14N-R9E, City of Farmington, Oakland County, Michigan, more particularly described as follows: Commencing at the Northwest Corner of Section 29, thence along the centerline of Grand River Avenue (50 foot wide 1/2 Right of Way) and the North line of Section 29, S 89°41'40" E, 214.91 feet, thence S 00°01'50" W, 50.00 feet; thence along the South Right of Way line of Grand River Avenue N 89°41'40" W, 674.91 feet; thence due South, \*80.00 feet; thence N 89°41'40" W, 100.00 feet; thence along the easterly Right of Way line of Freedom Road, due South, 117.00 feet, to the POINT OF BEGINNING of the centerline of the 32 foot wide Easement to be described; thence along the centerline of said 32 foot wide Easement, S 89°41'40" E, 220.00 feet, to the POINT OF TERMINUS.



Attachment: Grand River Farmington PUD Narrative (1) (1675 : Public Hearing-PUD Grand River-Halsted Plaza)

**DECLARATION OF  
INGRESS/EGRESS EASEMENT AGREEMENT**

This Declaration of Reciprocal Ingress/Egress Easement Agreement (this "Declaration") is effective as of the \_\_\_\_ day of \_\_\_\_\_, 2014 ("Effective Date"), by Grand River Project, L.L.C., a Michigan limited liability company ("Declarant") with a mailing address of 37000 Grand River Ave., Suite 360, Farmington Hills, MI 48335.

**RECITALS**

A. Declarant is the lawful owner of the real property located in the City of Farmington, Oakland County Michigan, commonly known as 37025 Grand River Avenue, more particularly described in Exhibit A attached hereto and depicted in the survey drawing attached as Exhibit B ("Parent Parcel").

B. In conjunction with the re-development of the Parent Parcel, Declarant intends to split the Parent Parcel as depicted in Exhibit B to create "Proposed Parcel 1," legally described in Exhibit C (herein, "Parcel 1") and "Proposed Parcel 2," legally described in Exhibit D (herein, "Parcel 2").

C. Parcel 1 and Parcel 2 (together, the "Parcels") are adjacent and contiguous parcels of land.

D. Declarant desires to preserve for the future owners of each of the Parcel's a perpetual easement for ingress and egress to the Parcels, and to provide for the continued use, enjoyment and maintenance thereof.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants set forth herein, Declarant declares the following:

1. Grant of Easement. Declarant hereby reserves unto itself and its successors and assigns, to and for the benefit of the Parcel's and all current and future owners and occupants of the Parcels, and each of them, a non-exclusive easement appurtenant for ingress/egress (the "Easement"), on, over and upon those portions of Parcel 1 depicted as "Easement East 1-3" on the attached Exhibit E and legally described in Exhibit F attached herein. The Easement is also depicted as "Proposed Variable Width Ingress/Egress Easement" on the attached Exhibit B. Declarant declares and reserves the Easement "as is" and "with all faults," without representation or warranty of any kind, express or implied, as to the Easement's condition, use or suitability for any purpose, to any current or future owner of any of the Parcels; all such future owners of any Parcel(s) shall be solely responsible to do their own due diligence as to whether the Easement meets their needs with respect to ingress and egress to and from such Parcels.

2. Terms of Use. No Parcel owner shall use, permit, or allow the use of the Easement by vehicles exceeding governmental load limitations applicable to any adjacent public roadway. No Parcel owner shall block access to the free and unrestricted passage of traffic over the Easement as contemplated

herein. No Parcel owner shall use or permit the use of the Easement as a through road for use by the general public.

3. Restrictions. The Easement shall be used solely for ingress and egress of pedestrians and vehicles, including, but not limited to, tractor-trailer trucks and/or eighteen wheeled trucks, to and from each of the Parcels, and to and from the adjoining public road. The Easement shall not be used for, waiting, parking, queuing, or servicing of any vehicles. Free and unrestricted access over the Easement shall not be impeded, except by appropriate traffic control signs and devices. Access to the Easement may be temporarily limited as is reasonably required for construction, repair, maintenance and/or improvement thereof, at and for such times as may be reasonably necessary, prudent or desirable in the circumstances, or in the event of an emergency requiring such limitation of access; provided, however, that the duration of any such limitation of access shall not exceed a reasonable period in relation to the purpose thereof. The owner of Parcel 3 shall retain the right to use and improve the Easement for any purpose that is not inconsistent with and does not materially interfere with Parcel 3 owner's reasonable use of the Easement for the purposes specified herein (including without limitation the right to install and/or maintain underground or overhead utility lines within Existing Encumbrances or any New Encumbrance (as those terms are defined below), traffic control devices (including without limitation striping, stop or yield signs, speed limit signs, traffic signals, and traffic control islands), and other improvements.

4. Encumbrances. The Easement is granted subject to existing covenants, conditions, restrictions, encumbrances, mortgages, liens, leases, and easements, if any, as may affect the Parcels or any of them (the "Existing Encumbrances"). Any future owner of any Parcel may grant other easements and encumbrances over, under, and across the Easement to the extent such grant does not materially interfere with the Easement and any Parcel owner's use and enjoyment thereof ("New Encumbrance").

5. Authority. Declarant represents and warrants that it has the full right, power and authority to grant this Declaration.

6. Duration. The Easement herein granted and the declaration herein contained shall be easements and covenants running with the land and shall inure to the benefit of, and be binding upon the current and future owners of the Parcels and their respective successors and assigns.

7. No Public Dedication. Nothing contained herein shall be deemed to be a gift or dedication of any portion of any Parcel to or for the general public or for any public purpose whatsoever, it being the intention of Declarant that this Easement be strictly limited to and for the persons and purposes expressly stated herein.

8. Eminent Domain. No taking under the power of eminent domain or condemnation and no deed or grant in lieu thereof in connection with or in contemplation of the widening of any public roadway or right-of-way shall be deemed or construed to be a violation of any of the provisions of this Declaration or of any of the rights herein granted or conferred, or a termination hereof, and this Declaration shall remain in full force and effect with respect to those portions of the Property, as remain unaffected by such eminent domain or condemnation proceeding, unless the actual effect of such taking is to nullify or undermine the express purposes of this Declaration.

9. Estoppel Certificate. Any Parcel owner may, from time to time, in connection with the contemplated sale or transfer of its Parcel or in connection with contemplated financing or refinancing of its Parcel, deliver written notice to another Parcel owner requesting such Parcel owner to certify in writing that, to the best of the knowledge of the certifying Parcel owner: (i) this Declaration is in full force and effect and the binding obligation of such Parcel owner; (ii) this Declaration has not been amended or modified, either orally or in writing, or if so amended, identifying the amendments; and (iii)

the requesting Parcel owner is not in default of this Declaration or, if in default, describing therein with reasonable specificity the nature and extent of any and all claimed defaults. Each Parcel owner receiving such request shall execute and deliver such certificate to the requesting Parcel owner within fifteen (15) days following receipt of request thereof. If a Parcel owner does not timely deliver a requested estoppel certificate, said Parcel owner shall thereafter be estopped from claiming that, as of the date such Estoppel Certificate was requested: (i) this Declaration was not in full force and effect and the binding obligation of such Parcel owner; (ii) this Declaration had been amended or modified in any way (other than by an instrument then on record in the Oakland County Register of Deeds office); and (iii) the requesting Parcel owner was in default of this Declaration.

10. **Maintenance and Repair.** The owner or owners of Parcel 1 and Parcel 3 shall cooperate to maintain and repair the Basement, including without limitation, surfacing, resurfacing, pothole filling, striping, and snow and ice removal ("Maintenance") in a commercially reasonable manner. The allocation of the costs of Maintenance ("Maintenance Costs") between Parcel 1 and Parcel 3 shall be determined by dividing each Parcel's acreage by the total acreage of both Parcels. Pursuant to the survey drawing attached hereto as Exhibit B, Parcel 1 contains 8.96 acres and Parcel 3 contains 2.22 acres, for total acreage of both Parcels equal to 11.18 acres. Therefore, Parcel 1's share of the Maintenance Costs is eighty percent (80%) and Parcel 3's share of Maintenance Costs is twenty percent (20%) (each, a "Percentage Share"). A Parcel owner's Percentage Share of Maintenance Costs shall be due within ten (10) days after presentation of an invoice therefore, with reasonable backup documentation describing the work performed, from the owner of the Parcel who performed, or caused to be performed, the Maintenance ("Parcel Seeking Payment").

11. **Enforcement of Terms of Declaration.** Each Parcel shall have the right to specifically enforce the terms of this Declaration. Since monetary damages may not be sufficient to protect each Parcel and since the requirements hereof are special and unique to each Parcel, it is hereby agreed that each Parcel shall be entitled to seek injunctive relief, including separate preliminary injunctive relief, to prevent a breach or threatened breach of this Declaration by another Parcel or Parcels. In the event of any such litigation, the substantially prevailing party shall be entitled to an award of reasonable attorneys' fees and costs of litigation.

12. **Lien Rights.** In addition to all other rights and remedies as may be available in law or equity, if either owner of Parcel 1 or Parcel 3 fails to pay its Percentage Share of the Maintenance Costs incurred by the Parcel Seeking Payment when due ("Delinquent Parcel"), then the Parcel Seeking Payment shall have the right to record a lien against the Delinquent Parcel in the amount of the unpaid Percentage Share of Maintenance Costs, plus accrued interest, reasonable attorney's fees and enforcement costs. This lien shall be considered to be akin to a mortgage and the Lien holder may judicially foreclose upon it in the same manner as a mortgage. In no event shall any lien filed under this section be superior to any bona fide first mortgage granted to a legitimate third party financial institution or be subject to the provisions and requirements of the Michigan Construction Lien Act.

13. **Notices.** Any notices or other communications required or permitted hereunder shall be sufficiently given if in writing and (i) hand delivered, including delivery by courier service, or (ii) sent by overnight courier or certified mail, return receipt requested, postage prepaid, addressed to the addresses provided herein, or to the last known mailing address of the owner of a Parcel. All notices shall be deemed received on the date of delivery or refusal of delivery.

The addresses and addressees may be changed by giving notice of such change in the manner provided herein for giving notice. Unless and until such written notice is received, the last address and shall be deemed to continue in effect for all purposes.



14. Waiver. No waiver of any of the provisions of this Declaration shall be effective unless it is in writing, signed by the party against whom it is asserted and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing and permanent waiver unless so specifically stated.

15. Severability. Except as expressly provided to the contrary herein, each paragraph, part, term, or provision of this Declaration shall be considered severable, and if for any reason any paragraph, part, term or provision herein is determined to be invalid or contrary to or in conflict with any existing or future law or regulation by a court or governmental agency having valid jurisdiction, such determination shall not impair the operation of or have any other effect on other paragraphs, parts, terms, or provisions of this Declaration as may remain otherwise intelligible, and the latter shall continue to be given full force and effect and bind the parties hereto, and said invalid paragraphs, parts, terms or provisions shall not be deemed to be a part of this Declaration.

16. Choice of Law. This Declaration shall be governed by and construed under the laws of, and enforced in the courts of, the State of Michigan.

[SIGNATURES ON THE FOLLOWING PAGE]

DRAFT

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

Grand River Project, LLC,  
a Michigan limited liability company

By: \_\_\_\_\_  
Thomas A. Duke  
Its: Managing Member

STATE OF MICHIGAN )  
  ) SS  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by Thomas A. Duke, as Managing Member of Grand River Project, LLC, a Michigan limited liability company.

\_\_\_\_\_  
Notary Public  
County, Michigan  
County, Michigan  
Acting in  
My Commission Expires \_\_\_\_\_

THIS INSTRUMENT DRAFTED BY  
AND WHEN RECORDED RETURN TO:

Steven D. Sallen, Esq  
Maddin, Hauser, Roth & Heller P.C.  
28400 Northwestern Highway  
Second Floor - Essex Centre  
Southfield, Michigan 48034  
(248) 827-1351

**EXHIBIT A**

**Legal description of Parent Parcel**

**DESCRIPTION OF PARENT PARCEL PER FIRST AMERICAN TITLE INSURANCE COMPANY, COMMITMENT NO: 16798, WITH AN EFFECTIVE DATE OF DECEMBER 4, 2013 AT 8:00 AM:**

Land situated in the City of Farmington, Oakland County, State of Michigan:

Part of the Northwest 1/4 of Section 29, Town 1 North, Range 9 East, more particularly described as: Beginning at a point, said point being South 89 degrees 41 minutes 40 seconds East 914.91 feet along the North line of said Section 29 and South 00 degrees 01 minutes 56 seconds West 50.00 feet from the Northwest corner of said Section 29; thence proceeding South 50 degrees 01 minutes 50 seconds West 445.00 feet; thence South 89 degrees 01 minutes 50 seconds West 255.00 feet; thence South 24 degrees 32 minutes 02 seconds West 441.10 feet; thence North 89 degrees 42 minutes 30 seconds West 328.45 feet; thence due North 461.88 feet; thence South 29 degrees 41 minutes 40 seconds East 150.00 feet; thence due North 100.00 feet; thence South 89 degrees 41 minutes 40 seconds East 174.91 feet to the point of beginning.

Commonly known as 3702a Grand River Ave., Farmington, MI 48335-2982  
Parcel Tax No. 20-29-29-101-005







**EXHIBIT C****Legal Description of Parcel 1****PROPOSED PARCEL 1:**

Part of the Northwest 1/4 of Section 29, T1N-R2E, City of Farmington, Oakland County, Michigan, more particularly described as follows: Commencing at the Northwest Corner of Section 29; thence along the centerline of Grand River Avenue (30 foot wide 1/2 Right of Way) and the North Line of Section 29, S 83°41'40" E, 914.91 feet; thence S 00°01'50" W, 347.00 feet, to the POINT OF BEGINNING of the Parcel to be described; thence continuing S 00°01'50" W, 145.00 feet; thence S 62°01'50" W, 265.00 feet; thence S 24°32'02" W, 441.13 feet; thence along the northerly line of "CHATHAM HILLS", as recorded in Liber 4492 of Plats, Pages 889-897, Oakland County Records, N 89°42'30" W, 305.84 feet; thence along the easterly Right of Way line of Freedom Road the following two (2) courses: 1) N 23°10'41" W, 326.45 feet; 2) due North, 347.86 feet; thence S 83°41'40" E, 854.75 feet, to the POINT OF BEGINNING, containing 3.96 acres, more or less, and including the use of existing Freedom Road.

Also subject to and including the use of a 32 foot wide Ingress/Egress Easement No. 1 as described in **Exhibit "B"** attached hereto.

Also subject to and including the use of a 32 foot wide Ingress/Egress Easement No. 2 as described in **Exhibit "B"** attached hereto.

Also including the use of a Variable Width Ingress/Egress as described below.

Also subject to an existing 20 wide Consumers Power Company Gas Easement, as recorded in Liber 6309, Page 205, Oakland County Records.

Also subject to an existing 12 foot wide Water Main Easement as recorded in Liber 6309, Page 844, Oakland County Records.

Also subject to an existing 12 wide Sanitary Sewer Easement as recorded in Liber 6309 Page 845, Oakland County Records.

Also subject to an existing 25 foot wide Permanent Easement for the Caddell Drain, as recorded in Liber 9367, Page 757, Oakland County Records.

Also subject to any other easements or restrictions of record.

**EXHIBIT D****Legal Description of Parcel 3****PROPOSED PARCEL 3:**

Part of the Northwest 1/4 of Section 29, T11N R9E, City of Farmington, Oakland County, Michigan, more particularly described as follows: Commencing at the Northwest Corner of Section 29; thence along the centerline of Grand River Avenue (50 foot wide 12 Right of Way) and the North line of Section 29 S 89°41'43" E, 914.91 feet; thence S 00°01'50" W, 60.00 feet, to the POINT OF BEGINNING of the Parcel to be described; thence continuing S 00°01'50" W 297.00 feet, thence S 89°41'40" E, 326.00 feet, thence N 00°01'50" E, 297.00 feet; thence along the South Right of Way line of Grand River Avenue, N 89°41'40" W, 326.00 feet, to the POINT OF BEGINNING, containing 2.22 acres, more or less and including the use of existing Grand River Avenue.

Also subject to and including the use of a 32 foot wide Ingress/Egress Easement #2.

Also subject to and including the use of a Variable Width Ingress/Egress Easement as described in Exhibit "B" attached hereto.

Also subject to an existing 20 wide Consumers Power Company Gas Easement, as recorded in Liber 6309, Page 205, Oakland County Records.

Also subject to an existing 12 foot wide Water Main Easement as recorded in Liber 6309, Page 844, Oakland County Records.

Also subject to an existing 12 wide Sanitary Sewer Easement as recorded in Liber 6309, Page 845, Oakland County Records.

Also subject to an existing 20 foot wide Sanitary Sewer Easement as recorded in Liber 4417, Page 110, Oakland County Records.

Also subject to any other easements or restrictions of record



**EXHIBIT F**

**Legal Description of Easement**

Part of the Northwest 1/4 of Section 29, (1/4- R9E, City of Farmington, Oakland County, Michigan) more particularly described as follows: Commencing at the Northwest Corner of Section 29; thence along the northern end of Grand River Avenue (50 foot wide 1/2 Right of Way) and the North line of Section 29, S 89°41'40" E, 914.01 feet; thence S 00°01'50" W, 50.00 feet, to the POINT OF BEGINNING of the Easement to be described; thence continuing S 00°01'50" W, 297.00 feet; thence S 89°41'40" E, 52.00 feet; thence northeasterly along an arc 190°1, having a length of 57.60 feet, a radius of 150.00 feet, a central angle of 22°04'44", and a long chord which bears N 11°04'12" E, 57.45 feet; thence northeasterly along an arc 190°1, having a length of 57.60 feet, a radius of 150.00 feet, a central angle of 22°04'44", and a long chord which bears N 11°04'12" E, 57.45 feet; thence N 00°01'50" E, 185.10 feet; thence N 80°41'40" W, 35.00 feet; thence N 00°01'50" E, 49.00 feet; thence along the South Right of Way line of Grand River Avenue, S 89°41'40" E, 65.00 feet, to the POINT OF BEGINNING.







# TRAFFIC STUDY

Attachment: Grand River Farmington PUD Narrative (1) (1675 : Public Hearing-PUD Grand River-Halsted Plaza)



SIEGAL/TUOMAALA ASSOCIATES ARCHITECTS AND PLANNERS INC.

25220 Northwestown Hwy Suite 100 Southfield, MI 48034 p: 248-362-0099 f: 248-362-0088 www.sta-architects.com



# Traffic Study Grand River and Freedom P.U.D.

Farmington, Michigan

July 30, 2014

Prepared For:

The Thomas Duke Company  
37000 Grand River Avenue, Suite 360  
Farmington Hills, Michigan 48335

Prepared By:

Midwestern Consulting  
3815 Plaza Drive  
Ann Arbor, Michigan 48108





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## Attachments

- Site Plan
- SEMCOG Traffic Count Data
- ITE Trip Generation Pages

## Executive Summary

The Thomas Duke Company, in conjunction with the Suburban Collection, is proposing to redevelop an existing shopping center located southeast of the Grand River Avenue and Freedom Road intersection in Farmington, Michigan.

The development plan would demolish all but 29,651 square feet of the existing shopping center, which currently totals 164,616 square feet and does not include the existing Shell Gas Station, which is on a separate site at the corner of Grand River and Freedom. The Tile Shop, an existing tenant, would remain in a renovated building of approximately 29,651 square feet. A new retail/office building would also be built containing approximately 32,565 square feet, with 10,855 square feet of retail space on the first floor, and 21,710 square feet of office space on the second and third floors. The new building and the Tile Shop building would be located on the northern portion of the site. The southern portion of the site, south of the Freedom Road access driveway, would be converted into an 1147-space parking lot that would be used as storage/distribution by the Suburban Collection.

The three intersections of Grand River Avenue with 10 Mile Road, the Southbound M-5 Connector Off-Ramp and the Halsted / Freedom Road intersection is an existing area of congestion only during the peak hours of the day. The bridge over the M-5 Connector is only 4 lanes wide, and so there is very little storage available in the east bound left-turn lane near the bridge. Traffic in the left-turn lane commonly backs up into the through lanes, slowing the flow of traffic. Unfortunately, improving the existing traffic flow issues at these intersections would be difficult without first widening the bridge over the M-5 Connector, which is an existing issue and should not be considered the responsibility of the developer of this site.

From a traffic perspective, the benefits of the proposed development plan include:

1. The project would only generate approximately half of the total traffic that the existing shopping center would generate if reasonably occupied, and so the site's potential impact to traffic would be greatly reduced.
2. There would be a reduction in the number of curb cuts on Grand River from 3 to 2 by eliminating the site's western access drive to Grand River and moving the central driveway a short distance to the west. The curb cuts as proposed can easily service the proposed uses.
3. The remaining site driveways along Grand River Avenue are over 500 and 800 feet away from the Halsted / Freedom Road intersection and would both be served with a right-turn deceleration lane and the center-left turn lane along Grand River.
4. The west access drive on Freedom Road would be moved a short distance to the south which is further away from the Grand River / Freedom / Halsted intersection.
5. The west access drive to Freedom Road would continue to provide on-site traffic with an easy alternative to travel westbound on Grand River during times of congestion as traffic can make an easy right-turn onto Freedom then a left-turn onto Grand River under the protection of the signal.
6. The easternmost Grand River access for truck traffic would be maintained and improved and carry less traffic when compared with the historically occupied center.

## Introduction

The Thomas Duke Company, in conjunction with the Suburban Collection, is proposing to redevelop an existing shopping center located southeast of the Grand River Avenue and Freedom Road intersection in Farmington, Michigan. The development plan would demolish a portion of the existing shopping center, which currently totals 164,616 square feet, in order to construct a new 3-story building containing approximately 32,565 square feet, with 10,855 square feet of retail space on the first floor, and 21,710 square feet of office space on the second and third floors. The Tile Shop, an existing tenant, will remain on site in a separate building of approximately 29,651 square feet. The new retail/office building and the Tile Shop building will be located on the northern portion of the site.

The southern portion of the site, south of the Freedom Road access driveway, would be converted into an 1147-space parking lot that would be used as storage by the Suburban Collection.

This study provides a description of the surrounding area, includes nearby historical traffic counts, and identifies the significant reduction in trip generation potential of the P.U.D. plan when compared with the existing shopping center, if fully occupied.

## Area Description

The site, highlighted on the aerial to the right, is located southeast of the Grand River Avenue and Freedom Road intersection. The existing shopping center totaling 164,616 square feet is only partly occupied.

### Grand River Avenue

Grand River Avenue near the site is an east-west five lane roadway between Freedom Road/Halsted Road to the west of the site and Drake Road to the east. At its intersection with Freedom and Halsted Roads, both east and west bound Grand River Avenue widens to include a right-turn only lane. The speed limit along Grand River is posted at 45 miles per hour.



The Grand River Avenue overpass over the M-5 Connector is only four-lane wide. The short transition from the four lane bridge to the seven lane cross-section just west of Freedom Road commonly results in eastbound congestion as traffic that enters the short left-turn only lane (75' plus taper) on the eastbound approach commonly backs up into the eastbound through lane, resulting in additional delays for anyone that wants to proceed through the intersection and has gotten stuck in the leftmost through lane. Similarly, westbound traffic also experiences some congestion as traffic that wishes to turn to the southern Halsted Road leg on the west side of M-5 occasionally interferes with through traffic.

### **Freedom Road**

Freedom Road runs along the path of the M-5 Freeway and is two-lanes wide with two-way travel between Drake Road and Tree Hill Boulevard. At Tree Hill Boulevard, Freedom Road narrows to a single lane of travel, one-way northbound. Freedom Road then yields to and merges with the M-5 Connector Off Ramp to form the four-lane, northbound approach to Grand River Avenue. The speed limit on Freedom Road is 40 miles per hour.

### **Halsted Road**

Halsted Road runs north/south with its southern leg of Halsted Road located on the western side of the M-5 Connector, while the northern leg of Halsted Road picks up on the eastern side of the M-5 Connector and is aligned directly across from the Freedom Road approach. Halsted Road is three lanes wide north of Grand River Avenue, but widens to include an additional right-turn lane on its southbound approach to Grand River Avenue. The speed limit on Halsted Road north of Grand River Avenue is 40 miles per hour.

### **Grand River Avenue & Freedom Road Intersection**

The signalized intersection of Grand River Avenue and Freedom/Halsted Roads consists of the following lanes:

- Eastbound Grand River Avenue
  - 1 Left-Turn Only Lane
  - 2 Through Only Lanes
  - 1 Right-Turn Lane (the M-5 On Ramp)
- Westbound Grand River Avenue
  - 2 Through Only Lanes
  - 1 Right-Turn Lane
- Northbound Freedom Road/M-5 Off Ramp
  - 2 Left-Turn Lanes
  - 1 Through Only Lane
  - 1 Right-Turn Only Lane
- Southbound Halsted Road
  - 1 Left-Turn Only Lane
  - 2 Right-Turn Only Lanes

### **Site Driveways**

The proposed P.U.D. plan would eliminate the westernmost site driveway along Grand River. The central driveway will be moved a short distance to the west. The existing right-turn deceleration lane would remain and carry across the site's existing central and eastern driveways.

The site's existing driveway to Freedom Road would be closed and a new driveway would be constructed a short distance to the south. Turning movements at this driveway will be restricted to right-in and right-out only.



## Data Collection

### Existing Traffic Data (SEMCOG)

The Southeast Michigan Council of Governments website contains a database of traffic volumes. Some of the most recent AADT counts in the vicinity of the site within that database are:

Street	Location	Date	EB	WB	NB	SB
Grand River Avenue	West of Freedom Road	2010	21,027	22,676		
Grand River Avenue	East of Drake Road	2010	19,009	11,134		
Freedom Road	South of Grand River	2009			4,651	
Halsted Road	North at 11 Mile Road	2006			5,489	6,350

## Trip Generation

Trip Generation for the existing and proposed developments is mostly done utilizing the rates and equations contained in the Institute of Transportation Engineer's (ITE) Trip Generation Manual, 9<sup>th</sup> Edition.

### Existing Shopping Center

The existing shopping center is analyzed under the assumption that the center is fully occupied and its trips are based upon the rates and equations for ITE Code 820, Shopping Center. The trip generation numbers for the Shopping Center category are also reduced by 25% for pass by traffic. Pass by trips are defined as trips that exist at the site driveways but are already on the adjacent roadway. The 25% applied reduction is based upon the recommendations contained in the *Evaluating Traffic Impact Studies* publication (1994) for retail centers between 100,000 to 400,000 square feet.

### Proposed P.U.D.

The retail portion of the P.U.D., including the existing Tile Shop, is also analyzed as using the ITE Code 820, Shopping Center. This was done in case the Tile Shop were to be replaced at some point in the future with a higher traffic generating retail use. A reduction of 35% for pass by trips is applied to the retail space within the P.U.D. The 35% applied reduction is based upon the recommendations contained in the *Evaluating Traffic Impact Studies* publication (1994) for retail centers less than 100,000 square feet.

The two floors of office space in the new P.U.D. building are analyzed using the equations for ITE Code 710, General Office.

There are no ITE Categories that cover the trip generation potential for the Suburban Collection's parking storage lot. The Suburban Collection expects that the parking storage lot would have a number (typically around 6, but a busy day may have 10) of car hauler trips, mostly during the day, but occasionally during the evening. There will also be trips in and out of the parking lot as cars are moved to and from the sales or service department off site. The typical day for sales and service related trips into and out of the parking lot is estimated at 50, but could peak around 100 trips.

The estimate of the typical daily and peak hour trips they expect to occur and is summarized in the Trip Generation Table, below.

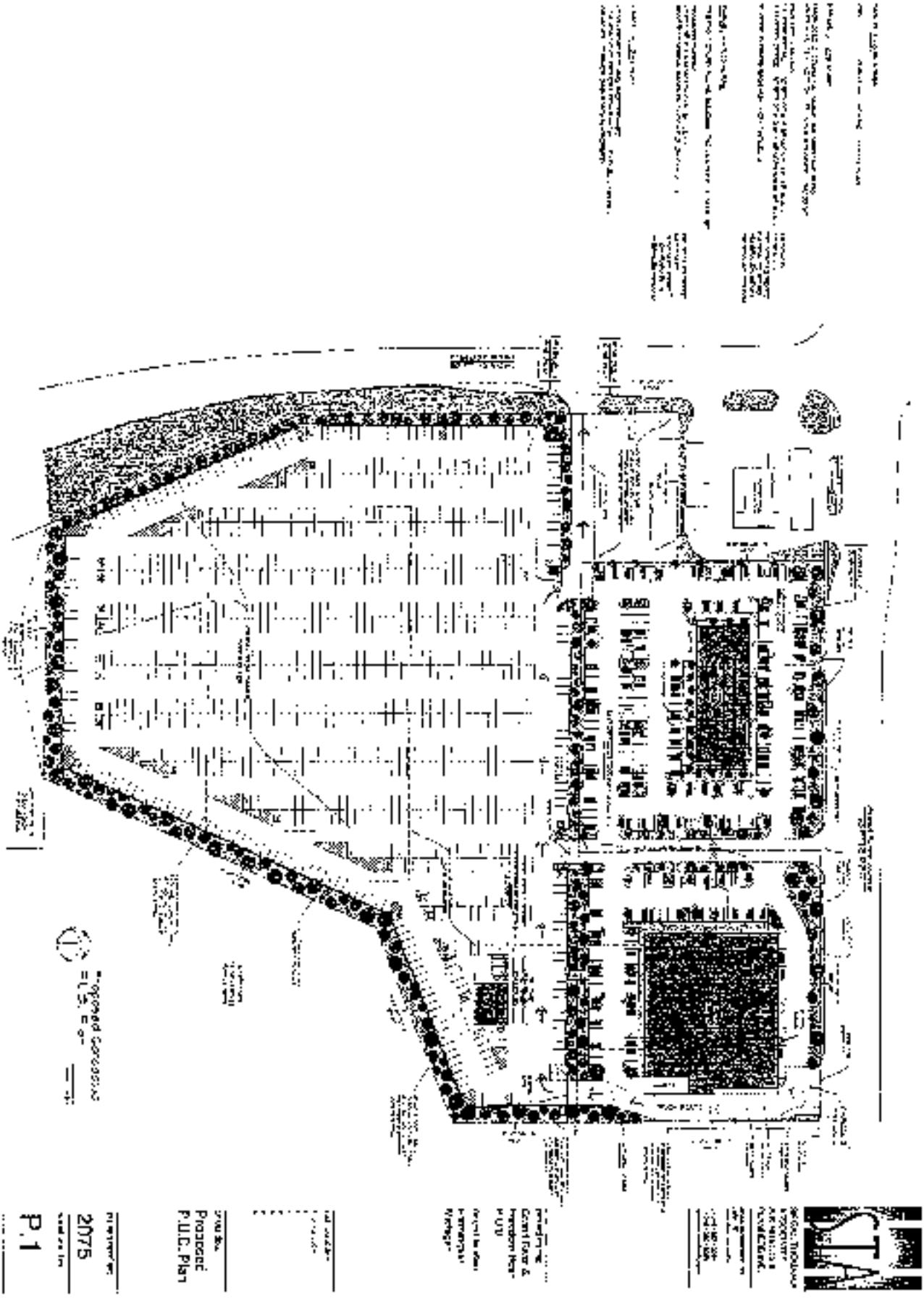
Land Use	ITE Site Code	Size Sq. Feet	24-Hour Volume	AM Peak Hour			PM Peak Hour		
				Enter	Exit	Total	Enter	Exit	Total
<i>Existing Shopping Center (Daily Occupied)</i>									
Existing Shopping Center	820	164,616	9390	98	60	158	402	435	837
Pass By Reduction (25%)				-25	-15	-40	-193	-109	-302
<b>Existing Trip Potential</b>			<b>9390</b>	<b>73</b>	<b>45</b>	<b>118</b>	<b>302</b>	<b>326</b>	<b>628</b>
<i>Proposed Grand River &amp; Freedom P.U.D.</i>									
Proposed Retail Space	820	40,506	3774	24	15	39	157	170	327
Pass By Reduction (35%)				-9	-5	-14	-55	-59	-114
<b>Retail Minus Pass By Trips</b>				<b>15</b>	<b>10</b>	<b>25</b>	<b>102</b>	<b>111</b>	<b>213</b>
Proposed Office Space	710	21,719	411	49	7	56	18	85	103
Suburban Parking Storage	100	1,147 spaces	62	3	3	6	6	6	12
<b>Proposed Trip Potential</b>			<b>4247</b>	<b>67</b>	<b>20</b>	<b>87</b>	<b>126</b>	<b>202</b>	<b>328</b>
<i>Reduction in Trip Generation Potential from Existing to Proposed Plans</i>									
<b>Proposed - Existing</b>			<b>-5143</b>	<b>-6</b>	<b>-25</b>	<b>-31</b>	<b>-176</b>	<b>-124</b>	<b>-300</b>

## Summary

The proposed Grand River Avenue and Freedom Road P.U.D. development plan is expected to generate only about half of the traffic potential of the existing shopping center assuming it were still fully occupied.

The reduction of the curb cuts and the availability of the right-turn deceleration lane and center left-turn lane along Grand River Avenue in conjunction with maintaining access to Freedom Road provides the site with good access to adjacent roadways.

The proposed P.U.D. site plan, historical SFMCOG traffic count data, and ITE Trip Generation printouts used in this study are included as attachments.



MDOT

63\_1740\_NWB Weekly Volume Report - Mon 11/09/2009 - Sun 11/15/2009

Location ID:	63_1740_NWB
Located On:	M-5 OFF RAMP
From Road:	TO HALSTEAD RD
Direction:	NWB
Community:	
AADT:	4631

Type:	LINK
To Road:	TO HALSTEAD RD
Period:	Mon 11/09/2009 - Sun 11/15/2009

Start Time	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Avg
12:00 AM	47							47
1:00 AM	26							26
2:00 AM	13							13
3:00 AM	21							21
4:00 AM	20							20
5:00 AM	30							30
6:00 AM	241							241
7:00 AM	332							332
8:00 AM	456							456
9:00 AM	210							210
10:00 AM	212							212
11:00 AM	188							188
12:00 PM	212							212
1:00 PM	205							205
2:00 PM	238							238
3:00 PM	360							360
4:00 PM	423							423
5:00 PM	569							569
6:00 PM	364							364
7:00 PM	170							170
8:00 PM	155							155
9:00 PM	107							107
10:00 PM	88							88
11:00 PM	76							76
Total	4966							4966
24Hr Total	4966							4966
AM Pk Hr	7:00							
AM Peak	532							532
PM Pk Hr	5:00							
PM Peak	569							569
% Peak Hr	11.46%							11.46%
% Peak Hr	11.46%							11.46%



MDOT

63\_1723\_EB Weekly Volume Report - Mon 06/28/2010 - Sun 07/04/2010

Location ID:	63_1723_EB
Located On:	GRAND DRIVER
From Road:	0.1 MILE OF ORAKE RD
Direction:	EB
Community:	
AADT:	10000

Type:	LINK
To Road:	0.1 MILE OF ORAKE RD
Period:	Mon 06/28/2010 - Sun 07/04/2010

Start Time	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Avg
12:00 AM	58							58
1:00 AM	24							24
2:00 AM	21							21
3:00 AM	17							17
4:00 AM	19							19
5:00 AM	59							59
6:00 AM	255							255
7:00 AM	605							605
8:00 AM	762							762
9:00 AM	666							666
10:00 AM	640							640
11:00 AM	683							683
12:00 PM	811							811
1:00 PM	638							638
2:00 PM	724							724
3:00 PM	650							650
4:00 PM	736							736
5:00 PM	786							786
6:00 PM	671							671
7:00 PM	589							589
8:00 PM	419							419
9:00 PM	329							329
10:00 PM	194							194
11:00 PM	96							96
Total	10502							10502
24Hr Total		10502						10502
AM Peak Hr	8:00							8:00
AM Peak	762							762
PM Peak Hr	12:00							12:00
PM Peak	811							811
% Peak Hr	7.72%							7.72%
% Peak Hr		7.72%						7.72%

MDOT

63\_1723\_WB Weekly Volume Report - Mon 06/28/2010 - Sun 07/04/2010

Location ID:	63_1723_WB
Located On:	GRAND RIVER
From Road:	0.1 MI E OF DRAKE RD
Direction:	WB
Community:	
AADT:	11134

Type:	LINK
To Road:	0.1 MI E OF DRAKE RD
Period:	Mon 06/28/2010 - Sun 07/04/2010

Start Time	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Avg
12:00 AM	47							47
1:00 AM	95							95
2:00 AM	10							10
3:00 AM	16							16
4:00 AM	17							17
5:00 AM	59							59
6:00 AM	184							184
7:00 AM	453							453
8:00 AM	529							529
9:00 AM	671							671
10:00 AM	637							637
11:00 AM	706							706
12:00 PM	853							853
1:00 PM	722							722
2:00 PM	746							746
3:00 PM	794							794
4:00 PM	917							917
5:00 PM	1101							1101
6:00 PM	975							975
7:00 PM	712							712
8:00 PM	605							605
9:00 PM	332							332
10:00 PM	216							216
11:00 PM	154							154
Total	11502							11502
24Hr Total	11502							11502
AM Peak Hr	11:00							
AM Peak	706							706
PM Peak Hr	5:00							
PM Peak	1101							1101
% Peak Hr	9.57%							10.00%
% Peak Hr	9.57%							9.57%

Attachment: Grand River Farmington PUD Narrative (1) (1675 : Public Hearing-PUD Grand River-Halsted Plaza)

MDOT

63\_8672\_EB Weekly Volume Report - Mon 07/26/2010 - Sun 08/01/2010

Location ID:	63_8672_EB
Located On:	GRAND RIVER
From Road:	BTVN HALSTEAD RD & NWBD M-5 ON RAMP
Direction:	EB
Community:	-
ADT:	22027

Type:	LINK
To Road:	BTVN HALSTEAD RD & NWBD M-5 ON RAMP
Period:	Mon 07/26/2010 - Sun 08/01/2010

Start Time	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Avg
12:00 AM	217							217
1:00 AM	145							145
2:00 AM	72							72
3:00 AM	74							74
4:00 AM	70							70
5:00 AM	201							201
6:00 AM	643							643
7:00 AM	1300							1300
8:00 AM	1549							1549
9:00 AM	1356							1356
10:00 AM	1227							1227
11:00 AM	1316							1316
12:00 PM	1333							1333
1:00 PM	1263							1263
2:00 PM	1285							1285
3:00 PM	1304							1304
4:00 PM	1719							1719
5:00 PM	1786							1786
6:00 PM	1511							1511
7:00 PM	1121							1121
8:00 PM	965							965
9:00 PM	811							811
10:00 PM	553							553
11:00 PM	346							346
Total	22362							22362
24Hr Total		22362						22362
AM Pk Hr	8:00							
AM Peak	1549							1549
PM Pk Hr	5:00							
PM Peak	1786							1786
% Peak Hr	7.99%							7.99%
% Peak Hr		7.99%						7.99%

MDOT

63\_8672\_WB Weekly Volume Report - Mon 07/26/2010 - Sun 08/01/2010

Location ID:	63_8672_WB	Type:	LINK
Located On:	GRAND RIVER	To Road:	BTWN HALSTEAD RD & NWED M-E DN IAW
From Road:	RTWV HALSTEAD RD & NWED M-E DN RAMP	Period:	Mon 07/26/2010 - Sun 08/01/2010
Direction:	WB		
Community:			
AADT:	22676		

Start Time	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Avg
12:00 AM	153							153
1:00 AM	101							101
2:00 AM	42							42
3:00 AM	62							62
4:00 AM	92							92
5:00 AM	333							333
6:00 AM	798							798
7:00 AM	1672							1672
8:00 AM	1730							1730
9:00 AM	1324							1324
10:00 AM	1264							1264
11:00 AM	1426							1426
12:00 PM	1501							1501
1:00 PM	1530							1530
2:00 PM	1365							1365
3:00 PM	1531							1531
4:00 PM	1857							1857
5:00 PM	2235							2235
6:00 PM	1584							1584
7:00 PM	1148							1148
8:00 PM	923							923
9:00 PM	738							738
10:00 PM	472							472
11:00 PM	450							450
Total	24225							24225
24Hr Total	24225							24225
AM Pk Hr	8:00							
AM Peak	1730							1730
PM Pk Hr	5:00							
PM Peak	2235							2235
% Peak Hr	9.23%							9.00%
% Peak Hr	9.23%							9.23%

Attachment: Grand River Farmington PUD Narrative (1) (1675 : Public Hearing-PUD Grand River-Halsted Plaza)



## Traffic Improvement Association of Michigan fh\_11-2NB Weekly Volume Report - Mon 07/10/2006 - Sun 07/16/2006

Location ID:	fh_11-2NB
Located On:	Halsted
Direction:	NB
Community:	Farmington Hills
AAOT:	5480

Type:	SPOT
SOUTH OF:	11 Mile
Periods:	Mon 07/10/2006 - Sun 07/16/2006

Start Time	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Avg
12:00 AM				64				64
1:00 AM				31				31
2:00 AM				21				21
3:00 AM				26				26
4:00 AM				45				45
5:00 AM				196				196
6:00 AM				488				488
7:00 AM				545				545
8:00 AM				353				353
9:00 AM				260				260
10:00 AM				290				290
11:00 AM				445				445
12:00 PM				342				342
1:00 PM				250				250
2:00 PM				298				298
3:00 PM				426				426
4:00 PM				534				534
5:00 PM				398				398
6:00 PM				270				270
7:00 PM				208				208
8:00 PM				193				193
9:00 PM				154				154
10:00 PM				88				88
11:00 PM								
<b>Total</b>			<b>2569</b>	<b>3401</b>				<b>5970</b>
<b>24 Hr Total</b>				<b>5970</b>				<b>5970</b>
<b>AM Pk Hr</b>								<b>0</b>
<b>AM Peak</b>								<b>0</b>
<b>PM Pk Hr</b>								<b>0</b>
<b>PM Peak</b>								<b>0</b>
<b>95 Peak Hr</b>								<b>0</b>
<b>95 Peak Hr</b>				<b>3.94%</b>				<b>3.94%</b>

Attachment: Grand River Farmington PUD Narrative (1) (1675 : Public Hearing-PUD Grand River-Halsted Plaza)

## Traffic Improvement Association of Michigan fh\_11-25B Weekly Volume Report - Mon 07/10/2006 - Sun 07/16/2006

Location ID: fh\_11\_25B  
 Located On: Halsted  
 Direction: SB  
 Community: Farmington Hills  
 AADT: 6752

Type: SPT  
 NORTH OF: 11 Mile  
 Period: Mon 07/10/2006 - Sun 07/16/2006

Start Time	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Avg
12:00 AM				54				54
1:00 AM				20				20
2:00 AM				24				24
3:00 AM				15				15
4:00 AM				19				19
5:00 AM				55				55
6:00 AM				152				152
7:00 AM				329				329
8:00 AM				347				347
9:00 AM				283				283
10:00 AM				279				279
11:00 AM				511				511
12:00 PM				473				473
1:00 PM				405				405
2:00 PM				375				375
3:00 PM			454					454
4:00 PM			708					708
5:00 PM			738					738
6:00 PM			471					471
7:00 PM			305					305
8:00 PM			268					268
9:00 PM			241					241
10:00 PM			143					143
11:00 PM			84					84
Total	0	0	3452	3340	0	0	0	6792
24Hr Total			6792					6792
4AM Pk Hr								0
5AM Peak								0
6PM Peak								0
9% Peak Hr								0
95% Peak Hr				10.37%				10.87%

Attachment: Grand River Farmington PUD Narrative (1) (1675 : Public Hearing-PUD Grand River-Halsted Plaza)

## Shopping Center (820)

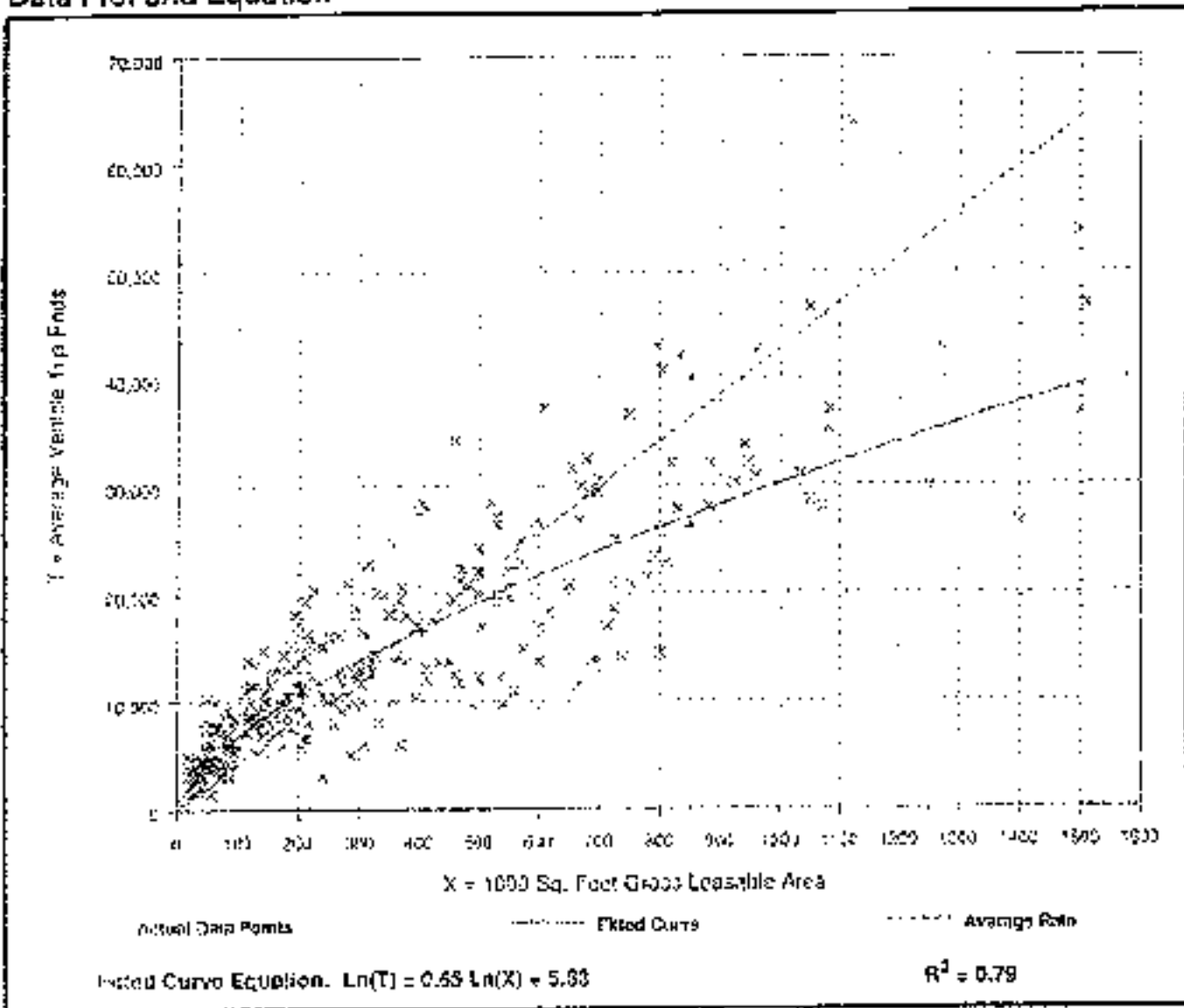
Average Vehicle Trip Ends vs: 1000 Sq. Feet Gross Leasable Area  
On a: Weekday

Number of Studies: 302  
Average 1000 Sq. Feet GLA: 331  
Directional Distribution: 50% entering, 50% exiting

### Trip Generation per 1000 Sq. Feet Gross Leasable Area

Average Rate	Range of Rates	Standard Deviation
42.70	12.50 - 270.89	21.25

### Data Plot and Equation



## Shopping Center (820)

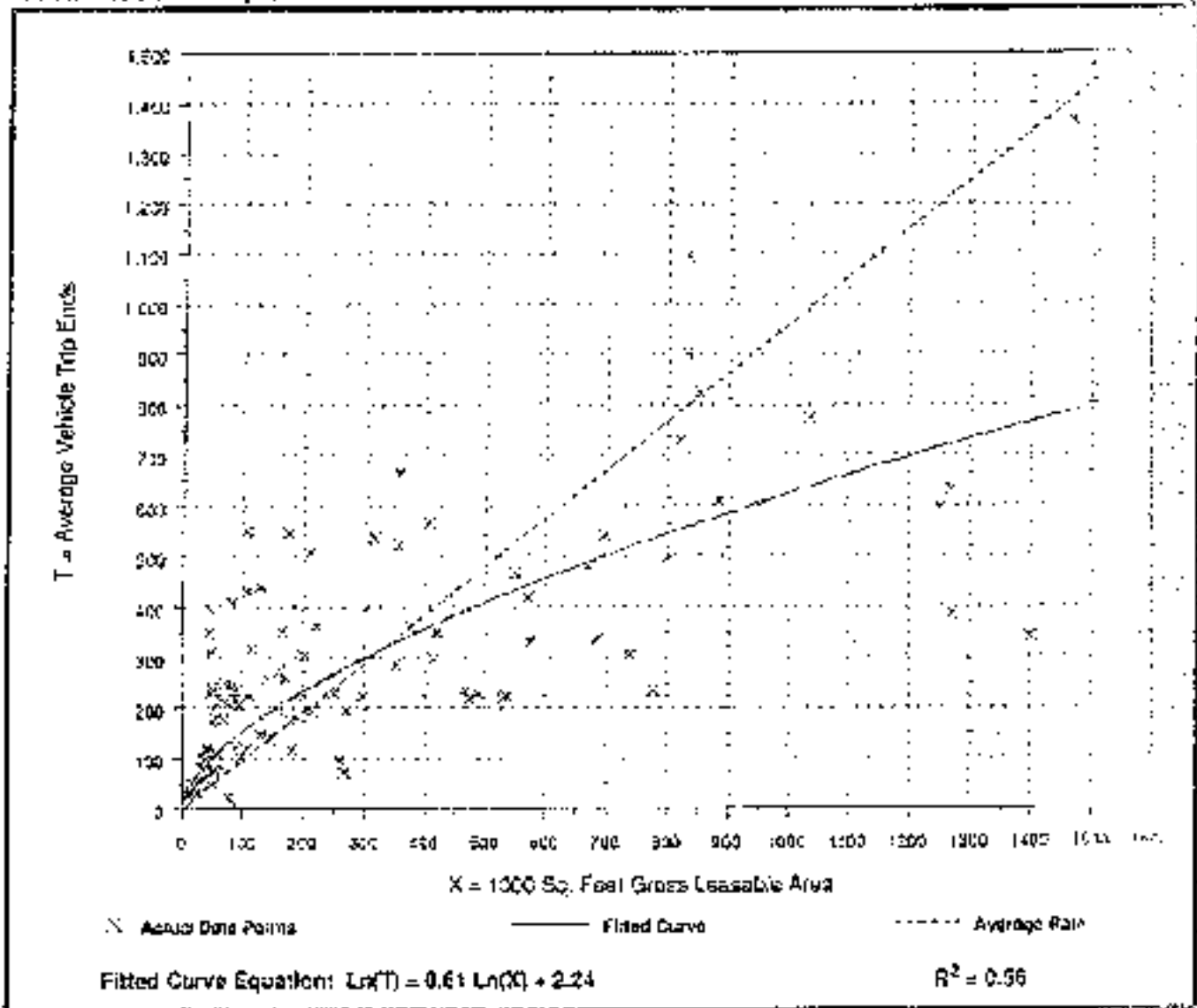
Average Vehicle Trip Ends vs: 1000 Sq. Feet Gross Leasable Area  
On a: Weekday,  
Peak Hour of Adjacent Street Traffic,  
One Hour Between 7 and 9 a.m.

Number of Studies: 104  
Average 1000 Sq. Feet GLA: 310  
Directional Distribution: 62% entering, 38% exiting

### Trip Generation per 1000 Sq. Feet Gross Leasable Area

Average Rate	Range of Rates	Standard Deviation
0.96	0.10 - 9.05	1.9

### Data Plot and Equation



Attachment: Grand River Farmington PUD Narrative (1) (1675 : Public Hearing-PUD Grand River-Halsted Plaza)



# Shopping Center (820)

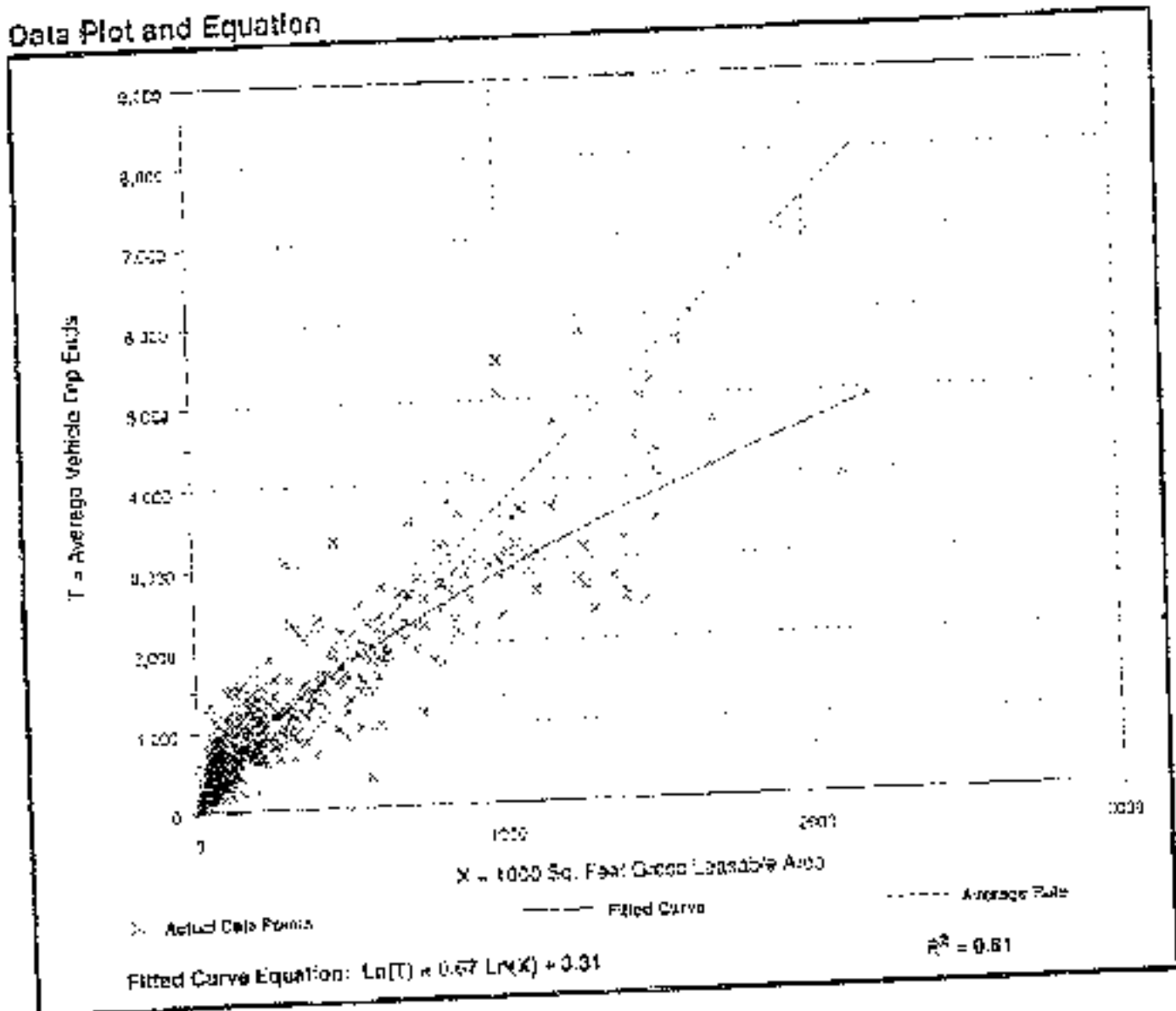
Average Vehicle Trip Ends vs: 1000 Sq. Feet Gross Leasable Area  
On a: Weekday,  
Peak Hour of Adjacent Street Traffic,  
One Hour Between 4 and 6 p.m.

Number of Studies: 426  
Average 1000 Sq. Feet GLA: 376  
Directional Distribution: 46% entering, 52% exiting

### Trip Generation per 1000 Sq. Feet Gross Leasable Area

Average Rate	Range of Rates	Standard Deviation
3.71	0.68 - 29.27	2.74

### Data Plot and Equation



Attachment: Grand River Farmington PUD Narrative (1) (1675 : Public Hearing-PUD Grand River-Halsted Plaza)

## General Office Building (710)

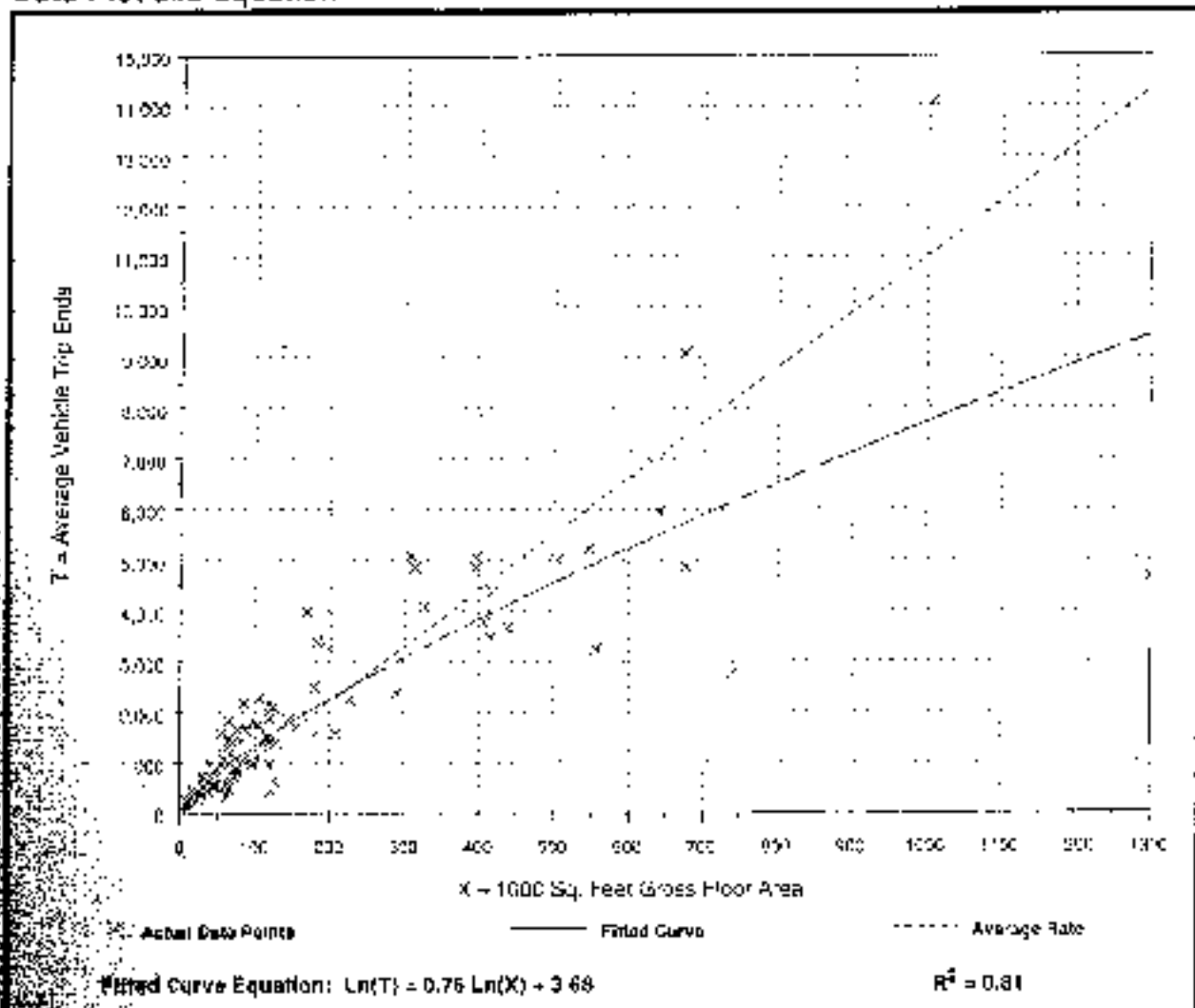
**Average Vehicle Trip Ends vs: 1000 Sq. Feet Gross Floor Area**  
On a: **Weekday**

Number of Studies: 79  
Average 1000 Sq. Feet GFA: 197  
Directional Distribution: 50% entering, 50% exiting

### Trip Generation per 1000 Sq. Feet Gross Floor Area

Average Rate	Range of Rates	Standard Deviation
11.23	3.58 - 23.80	6.15

### Data Plot and Equation



## General Office Building (710)

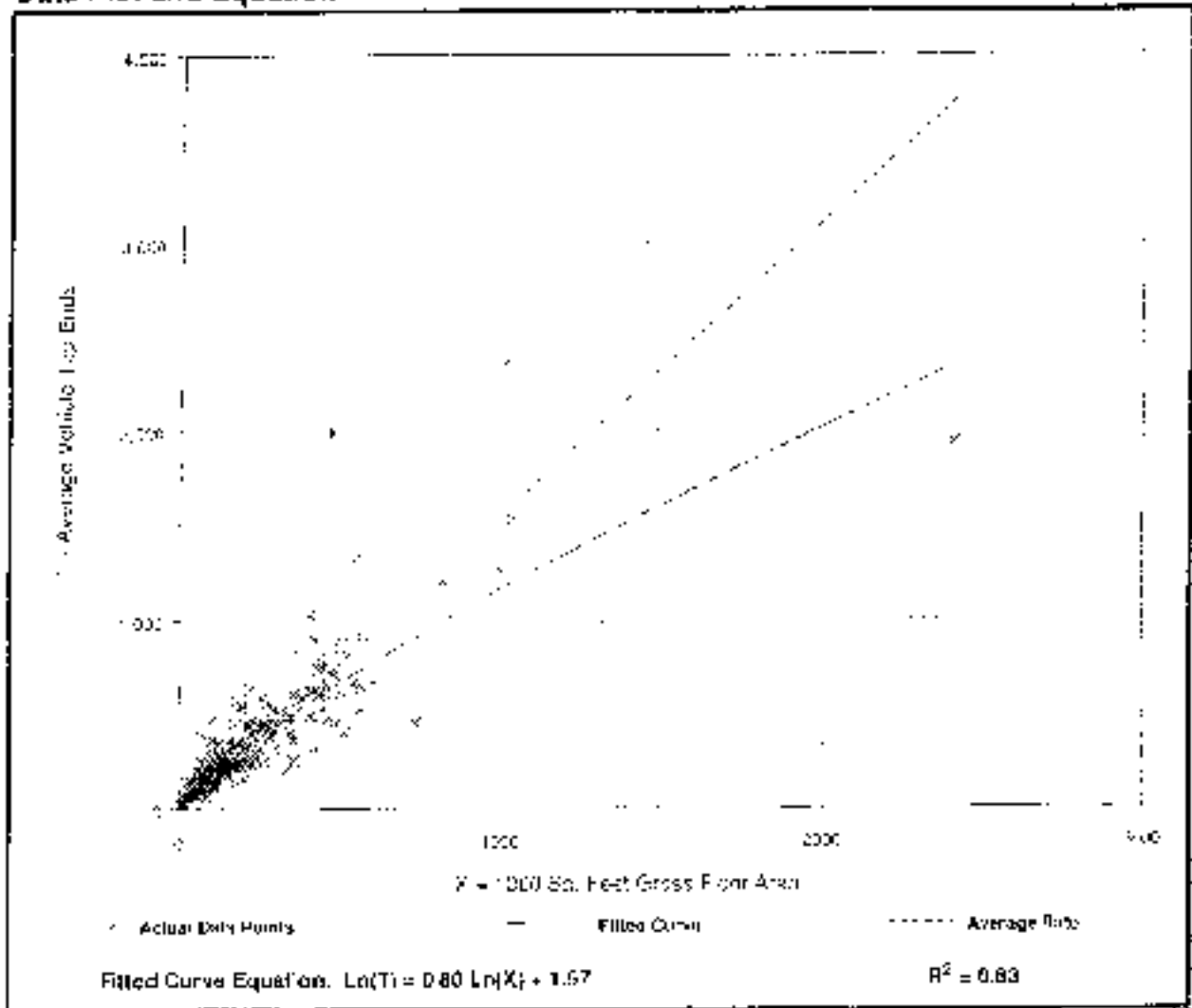
Average Vehicle Trip Ends vs: 1000 Sq. Feet Gross Floor Area  
On a: Weekday,  
A.M. Peak Hour

Number of Studies: 213  
Average 1000 Sq. Feet GFA: 222  
Directional Distribution: 68% entering, 12% exiting

### Trip Generation per 1000 Sq. Feet Gross Floor Area

Average Rate	Range of Rates		Standard Deviation
1.38	0.60	5.38	1.40

### Data Plot and Equation



## General Office Building (710)

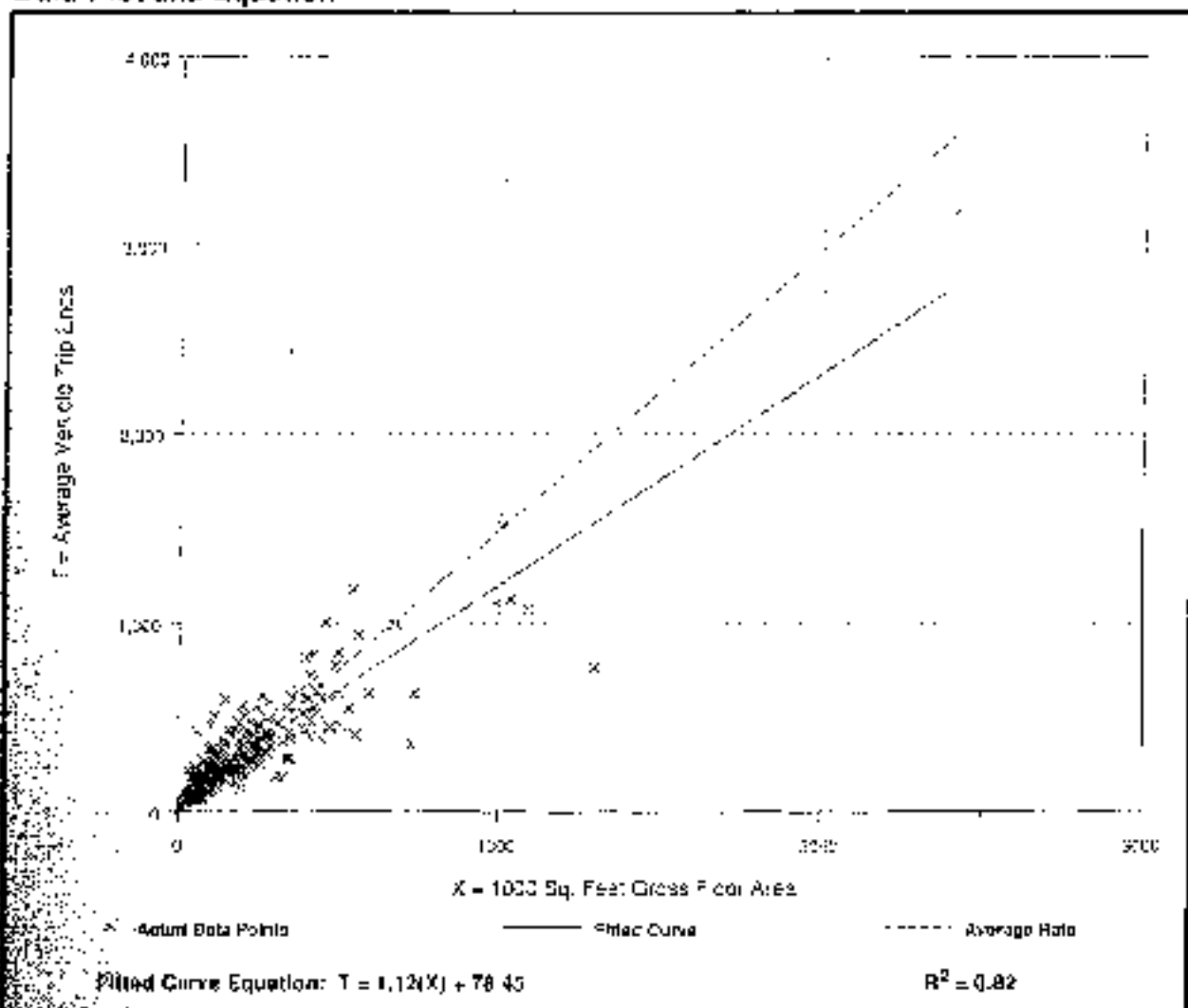
Average Vehicle Trip Ends vs: 1000 Sq. Feet Gross Floor Area  
On a: Weekday,  
P.M. Peak Hour

Number of Studies: 236  
Average 1000 Sq. Feet GFA: 215  
Directional Distribution: 17% entering, 83% exiting

### Trip Generation per 1000 Sq. Feet Gross Floor Area

Average Rate	Range of Rates	Standard Deviation
1.48	0.49 - 3.09	.87

### Data Plot and Equation







## The Suburban Collection

P.O. Box 808  
Troy, Michigan 48069

### Members of The Suburban Collection

**California Locations**  
Orange Coast Buick GMC  
Orange Coast Cadillac

**Florida Locations**  
Accessories of Florida  
Suburban Volvo Palm Beach

**Illinois Location**  
Accessories of Chicago

**Michigan Locations**  
**Ann Arbor**  
BMW of Ann Arbor  
Mercedes-Benz of Ann Arbor  
Suburban Alfa Romeo  
Suburban Chevrolet Cadillac  
Suburban Chrysler Dodge Jeep Ram  
Suburban Fiat

**Clinton**  
Suburban Chevrolet  
**Farmington Hills/Novi**  
Audi Farmington Hills  
Fischer Body Refinishing  
Porsche of Farmington Hills  
Suburban Acura  
Suburban Chrysler Dodge Jeep Ram  
Suburban Honda  
Suburban Infiniti  
Suburban Mazda  
Suburban Nissan  
Suburban Volkswagen

**Farmdale**  
Suburban Buick GMC  
**Garden City**  
Suburban Chrysler Dodge Jeep Ram  
**Lansing**  
Suburban Cadillac

**Plymouth**  
Suburban Cadillac

**Sterling Heights**  
Suburban Ford  
Suburban Mazda

**Troy**  
Bentley Troy  
Bugatti Troy  
Fischer Body Refinishing  
Lamborghini Troy  
Maserati of Troy  
Rolls-Royce Motor Cars Michigan  
Spyker of Troy  
Accessories of Michigan  
Suburban Cadillac Buick  
Suburban Chrysler Dodge Jeep Ram  
Suburban Hyundai  
Suburban Infiniti  
Suburban Kia  
Suburban Mazda  
Suburban Nissan  
Suburban Scion  
Suburban Subaru  
Suburban Toyota  
Suburban Volkswagen  
Suburban Volvo

**Waterford**  
Suburban Ford

## Use of 37025 Grand River by The Suburban Collection

The Suburban Collection is interested in acquiring the southern portion of 37025 Grand River Ave., Farmington, Michigan to assist in the operation of dealerships located in the immediate vicinity. This includes Suburban Chrysler Dodge Jeep Ram, Suburban Mazda, Suburban Volkswagen, Audi Farmington Hills, Porsche of Farmington Hills, Suburban Infiniti of Novi, Suburban Acura, and Suburban Honda.

This property will operate as a distribution hub where various new vehicles will be received, stored, staged and prepped for delivery to the local dealerships for display, or delivery to retail customers. The new vehicles will arrive by car haulers. These car haulers are Class A trucks that hold 8 to 10 cars or trucks and have a Gross Vehicle Weight (GVW) of 80,000 lbs. Most deliveries by the car haulers will occur during normal business hours (9 a.m. to 6 p.m.). On some occasions there will be after hours deliveries. The car haulers will enter the property from the east entrance off of Grand River and exit onto Freedom Road. On average 6 to 10 trucks per business day deliver 4 to 10 cars per car hauler. It takes approximately 10 minutes to unload each car or truck. There will be ample space provided to accommodate multiple car haulers if they are on site at the same time. During the unloading process, Suburban Collection employees will inspect the cars for damage.

After delivery by car hauler, the vehicles will be assigned to the New Car Prep Department located on the property. The New Vehicle Prep Department will inspect and prep the vehicles to manufacturer standards to make sure they are road worthy, safe, clean and ready for display at all local dealerships. The New Vehicle Prep Department will also be responsible for cleaning and detailing all sold new car deliveries.

While this facility is in operation, normal volume would be 50 or less trips per day, with car haulers and vehicles being transported to and from the dealerships. Peak time could filter up to 100 cars per day to the various local dealerships.

As indicated on the Proposed Conceptual P.U.D. Plan, the perimeter of the property will be screened appropriately, for both aesthetic purposes and security.

Lighting for the parking area will be primarily for security only, with zero foot candles at the residential lot lines. A minimal amount of the security lighting will be turned on and off by photocells (on after dark) with remaining lighting being activated by motion-detectors.

Access gates will be motorized, and activated by keypad entries.

***Brief Description of our Company:***

The Suburban Collection was founded in 1948 in Birmingham, Michigan as an Oldsmobile dealership and has since expanded in Michigan and into Illinois, Florida, and California. The Suburban Collection is a privately owned by David T. Fischer and his family, with the corporate office located in Troy, Michigan.

The Suburban Collection includes over 30 new vehicle franchises, 8 body shops, an internet center, and General Motors' exclusive accessories distribution centers in Michigan, Illinois and Florida. The Suburban Collection is the 18th largest dealer group in the country with over 45,000 vehicles sold in 2013 and over 200,000 vehicles serviced per year. There are over 2,000 dedicated employees with the majority of the employees working at Suburban dealerships located in the metro Detroit area. The brands sold include Acura, Alfa Romeo, Audi, Bentley, BMW, Bugatti, Buick, Cadillac, Chevrolet, Chrysler, Dodge, Fiat, Ford, Honda, Hyundai, Infiniti, Jeep, Kia, Lamborghini, Maserati, Mazda, Mercedes-Benz, Nissan, Porsche, Ram, Rolls-Royce, Scion, Spyker, Subaru, Toyota, Volkswagen, and Volvo.

## NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT THE FARMINGTON PLANNING COMMISSION WILL HOLD A PUBLIC HEARING AT THE MAXFIELD EDUCATION CENTER\*, 32500 TEN MILE ROAD, FARMINGTON, MICHIGAN 48336 ON MONDAY, SEPTEMBER 22, 2014 AT 7:00 P.M; ALL PROPERTY OWNERS WITHIN 300 FEET OF THE SITE IN QUESTION ARE NOTIFIED.

LOCATION: Grand River-Halsted Plaza, 37025, 37105, 37125 and 37175 Grand River Avenue

PARCEL NO.: 23-29-101-005

REVIEW: Consideration of a planned unit development proposal to demolish the existing commercial buildings and to construct a new 3-story mixed use retail/office building and a new 1-story automobile preparation building and support facilities in order to redevelop the Grand River-Halsted Plaza. The existing 1-story retail building for The Tile Shop is intended to be redeveloped and will remain.

APPLICANT: Grand River Project LLC

Kevin P. Christiansen, AICP, PCP, Economic and Community Development Director

Publish: September 7, 2014 in the Farmington Observer  
Mail: September 5, 2014

\* Please note the location of the public hearing is the current Maxfield Education Center located on Ten Mile Road. The parking lot for the Maxfield Education Center is located on the west side of Raphael Street.



**Farmington City Council  
Staff Report**
**Council Meeting Date:**  
September 22, 2014

**Reference  
Number  
(ID # 1676)**
**Submitted by:** Kevin Christiansen, Economic Community Development Director

**Description:** Public Hearing-PUD Planned Unit Development Preliminary Plan and PUD Agreement-Downtown Farmington Center: Fresh Thyme

**Requested Action:**
**Background:**

This item is a scheduled Public Hearing and Preliminary PUD Planned Unit Development Plan review with the Planning Commission on a proposed PUD Planned Unit Development Plan for the redevelopment of a portion of the Downtown Farmington Center (KIMCO site). At the April 14, 2014 Planning Commission Meeting, the Commission held a pre-application conference (discussion and review) with the applicant on a proposed PUD planned unit development concept plan for the redevelopment of the Downtown Farmington Center (KIMCO site). After several meetings with the applicant, and some plan changes, the Planning Commission scheduled the required PUD Public Hearing for the September 22, 2014 meeting as requested (see attached copy of public notice).

The applicant, Herschman Architects of Cleveland, Ohio on behalf of KIMCO Realty, has submitted a Preliminary PUD Plan for the redevelopment of a portion of the Downtown Farmington Center. The preliminary plan includes an existing conditions survey/proposed plan of the site, a proposed building floor plan/layout plan, and an elevation/perspective of a proposed new building facade. Also attached is an aerial photo of the site. The following additional information is attached:

- A PUD site plan review letter from LSL Planning dated 9/17/14.
- A letter dated 9/9/14 and a draft Easement Agreement prepared by the City Attorney dated 8/30/14.

The applicant will be at the September 22, 2014 meeting to present the Preliminary PUD Plan to the Commission.

Attachments

**Agenda Review**
**Review:**
**Kevin Christiansen      Pending**
**City Manager      Pending**
**Planning Commission      Pending      09/22/2014 7:00 PM**



September 17, 2014

Planning Commission  
 Attn: Kevin Christiansen, Community and Economic Development Director  
 City of Farmington  
 23600 Liberty Street  
 Farmington, Michigan 48335

**Subject:** Kimco PUD Review  
**Date of Site Plan:** 8/22/14  
**Location:** 23300 Farmington Road

Dear Mr. Christiansen:

At your request we have completed a site plan review for the proposed redevelopment of the former OfficeMax building located in the City's Downtown Farmington Center. The site is zoned CBD, Central Business District. The applicant is proposing to demolish the existing Office Depot portion of the building and construct a similar space for a new specialty grocery, Fresh Thyme. The proposed building will be slightly smaller than the existing building, one foot shorter in width, with a recessed truck bay in the rear that does not currently exist. This use will help create activity and synergy for the downtown. The PUD process allows the city and applicant to work together to make some improvements to make the site more efficient, walkable and safe.



The proposed grocery use is consistent with those permitted in the CBD district. However, the site is complex in terms of parking, circulation and ownership. The building, parking, access and truck circulation may require some flexibility compared to the rigid zoning standards. Therefore, the applicants have applied for a Planned Unit Development, which allows the city to consider the context of the site and grant flexibility as needed to accommodate redevelopment, in exchange for a higher quality development than could otherwise be achieved under the existing zoning. As with other redevelopment, the city should obtain reasonable upgrades to the site, especially given the size of this user. In this case, it is important to maintain a consistency in building form and character, and to provide a more walkable “downtown-like” street front and coordinated parking and circulation, so a PUD review is reasonable for this project. In addition, the PUD process will allow the city to solidify any conditions of approval as part of a development agreement, which typically provides for a better framework for redevelopment projects than a straightforward review.

## PUD REVIEW

Article 10 of the zoning ordinance provides the standards and requirements that must be met in order to receive approval.

### ELIGIBILITY CRITERIA (SECTION 35-132)

1. **Unified Control.** The site is under single ownership.

2. **Recognizable Benefit.** To qualify for PUD approval, the project must provide at least 3 recognizable benefits that could not be achieved through the underlying zoning. The list of potential Recognizable Benefits is shown to the right. The 4 benefits we believe have been provided are explained below:

a. **Redevelopment.** The project involves redevelopment of an older, economically obsolete building that, when redeveloped, will better contribute to the vibrancy of Downtown Farmington.

b. **Landscaping.** While it may not be considered “extensive,” the project will include new landscaping and updated public plaza that may not be provided with a simple re-occupancy of the building. Details of exact proposed plantings have not been provided yet.

c. **Shared access.** As part of Downtown Farmington, the site shares access, parking and waste receptacles with other businesses. Therefore, the applicant is working with the city on various improvements and design adjustments to improve the existing parking in the front of the building. In addition, parking improvements will also be made to the rear parking areas, which is also shared with other businesses.

d. **Mitigation of Impacts.** The project involves a variety of improvements that will mitigate existing issues related to truck circulation, parking and future circulation within Downtown Farmington. As shown on the site plan, there is a future road extension proposed that will eventually require

#### RECOGNIZABLE BENEFITS *(The project must provide at least three of the following)*

- Mixed use
- Redevelopment of brownfield or greyfield site
- Pedestrian/transit-oriented design
- High quality architectural design
- Extensive landscaping
- Preservation of natural resources
- Preservation of historic resources
- Provision of open space
- Consolidation of parcels
- Transition between non-residential and residential uses
- Shared vehicular access
- Mitigation of impacts
- Use of sustainable building and site design

removal of a portion of the larger building. This will help provide an integrated system of streets that will improve access to and visibility of Downtown businesses. The new building design incorporates truck deliveries within the overall building footprint, which will remove delivery trucks from the rear service drive. Also, this project allows for the city and applicant to enter into a public-private partnership to improve parking in front of the building. This will help remove awkward driveway angles and provide more accessible parking to businesses.

While the project does provide enough Recognized Benefits to qualify for PUD review, we believe even more opportunities exist to improve the project to where it can provide the following additional Benefits:

- **Pedestrian and Bike Oriented Design.** The city's plans for the downtown and PUD ordinance promote redevelopment to make sites more walkable. Currently, the building frontage includes angled parking. While angled parking does create some vehicle conflicts, it also acts as a buffer between pedestrians and automobiles driving past. While the proposed design does widen the sidewalk, the revised drive will function more like a suburban shopping center drive instead of a downtown street. We recommend the Final Site Plan include more downtown-style streetscape and traffic calming elements like street trees, frequent pedestrian crossings with bump outs and colored pavement, and sidewalk amenities. A few "cut-ins" for loading/unloading of people and groceries may be worth consideration. Easily accessible bicycle parking should also be included.
  - **Transition between Non-Residential and Residential Uses.** The rear of the site abuts residential uses. There is currently very little screening provided. The consolidation of waste receptacles proposed will help improve views. But the existing lighting consists of cobra head fixtures that should be replaced with fixtures that meet the city's current standards. Additional landscaping could also help improve screening.
3. **Compatibility with Adjacent Uses.** There is some potential for the project to create some new impacts. The grocery store will use significantly more parking than the prior use. The city wants to avoid parking conflicts in the future. One way to help mitigate that situation is to make better use of the rear parking. This could be accomplished with a prominent building entrance in the rear or a convenient connection. Another is to put all the rear parking under control of one party. A third is to provide the new street connection.
  4. **Public Utilities.** The PUD must be able to be served by necessary public utilities. We defer comment on these items to the City Engineer.
  5. **Compatibility with Master Plan.** The Farmington Master Plan reiterates the policies adopted in the Farmington Downtown Plan. The Downtown is now in a phase of taking its planning to the next stage of redevelopment, which tends to require larger projects to achieve. This project gives the city an opportunity to secure a commitment for the street connection through the existing building that is desired for downtown circulation and connectivity to neighborhoods.

## SITE PLAN REVIEW

In accordance with *ARTICLE 13* and *Sec. 35-162*, site plan approval is required from the Planning Commission. Because it is a redevelopment project and a proposed Planned Unit Development, the Planning Commission has some discretion in determining the extent of upgrades that should be required. The following contains our review of the site plan:



1. **Site Design Characteristics.** The ordinance requires that proposed development take into account its surroundings. The proposed redevelopment will be compatible with surrounding development, and will in some ways, improve existing conditions. The suggestions in our report would help improve the overall compatibility with the surrounding development.
2. **Building Design.** Much of the building location and form are to remain the same. As noted, a recessed truck bay is proposed to the rear of the building. Other setbacks and special requirements meet the zoning ordinance. However, the building design does not meet all of the building design requirements of *Sec. 35-104, Non-Residential and Mixed-Use Development Requirement*. The following is a quick review of the relevant standards from that section:

SEC. 35-104, NON-RESIDENTIAL AND MIXED-USE DEVELOPMENT REQUIREMENTS	
STANDARD	STANDARD SUMMARY
FIRST FLOOR WINDOW AREA	A minimum of 70% of the first floor façade shall consist of windows <b>Standard Met:</b> The proposed building elevations show approximately 72% window area.
GLASS TYPE	Required window areas shall consist of clear glass that is not blocked by shelving units <b>Standard Not Met:</b> <i>A deviation is being requested from the requirement that 70% of the front façade consist of clear windows.</i> While there is 72% glass shown on the façade as required, it contains a combination of clear class and black out glass. The “New Construction Elevation” sheet of the site plan package shows which sets of proposed windows will be clear. Although the specific area of each is not provided on the elevation drawings, it appears as though approximately 60% of the glass shown will be black out glass.
BUILDING MATERIALS	Unless other materials are approved by the Planning Commission, front facing walls shall include at least 75% modular brick or stone. Up to 25% of the wall area may include wood siding, fiber cement siding, exterior insulation finish systems (EIFS), stucco, precast masonry, metal or molded polyurethane trim. <b>Standard Not Met:</b> <i>Deviations are being requested from the requirements that 75% of the façade consist of brick or stone and that no more than 25% of the façade consist of EIFS, pre-cast masonry or metal finishes.</i> The proposed building elevation shows a façade with brick walls and columns, but that also uses metal siding as the primary accent material. The application form submitted also indicates the applicants are also considering use of split-faced block for the façade. While the proposed building design may not adhere to the strict standards of the zoning ordinance, the City may consider the context of the area – considering its proximity to the farmer’s market and pavilion, the architecture proposed may be considered complementary.

3. **Traffic.** The project includes improvements to the parking lot, and also contemplates a future street connection through a portion of the subject building (located west of the Fresh Thyme Market). This future street connection is a very important ingredient for this part of the downtown so the Development Agreement should have a trigger for the timing and implementation of this improvement.

The change of use from the Office Depot to Fresh Thyme Market has the potential to impact local traffic and parking. A grocery generates much more traffic and parking demand. The following table summarizes the assumptions provided by the Institute of Transportation Engineers (ITE). Fortunately, the city streets have the capacity to accommodate this additional traffic. It is also expected that some of this traffic will “park once” and visit several businesses while downtown, which will help lessen the traffic impacts. The additional traffic does reinforce the need for clear traffic patterns and a design that gives priority to pedestrians walking within the site.

ITE TRIP GENERATION RATES*		
	Average Rate	Peak Weekday Trips
Office Depot	3.40 trips per 1000	88 trips
Fresh Thyme	102.24 trips per 1000	2,660 trips
* ITE Categories: Office Depot (867 – Office Supply Superstore) and Grocery (850 – Supermarket)		

The parking design should consider how to accommodate bicyclists. We suggest the Final Site Plan incorporate convenient bike parking areas, and possibly dedicated bicycle facilities along Orchard and Grove Streets, or along the parking aisle located behind the buildings that front on Grand River Avenue.

4. **Parking.** *ARTICLE 14, OFF-STREET PARKING AND LOADING STANDARDS AND ACCESS DESIGN* does not require parking for downtown uses, with the understanding that property owners who do not provide for their own parking agree to participate in shared parking programs administered through the City. As noted, this site is part of the larger Farmington Downtown Center, which uses shared access, circulation, parking, loading and waste facilities. The applicant owns the subject building and two parking lots off Orchard Street; the city owns the remaining parking, including all of the parking in front of the building. The property owners are discussing the final terms of a parking Operation and Easement Agreement that will incorporate and encapsulate past agreements and understandings into a new formal document. The general terms of that agreement, as presented by the City Attorney, are as follows:
- The city maintains control over the parking, and Kimco maintains control over their building and two lots off Orchard Street.
  - The city grants access rights to Kim co in exchange for a maintenance agreement.
  - The city agrees not to construct above-ground structures in front of the Downtown Farmington Center without their consent.
  - The city agrees not to reduce the number of parking spaces from that which currently exists. Redesign and construction is allowed as long as it maintains or increases the number of parking spaces.

As part of this project, the applicant is proposing some redesign of the existing parking, and will have to negotiate approval of those changes with the city. Ideally the city will maintain control over the shared parking in the Downtown so it is properly coordinated and designed. The following summarizes the proposed changes to the parking and circulation:

Changes to Front Parking	Changes to Rear Parking
<ul style="list-style-type: none"> <li>▪ Widening of the sidewalk adjacent to the Fresh Thyme Market and inclusion of landscaped planters as a buffer from passing traffic.</li> <li>▪ Removal of existing angled parking and most existing parking islands and medians.</li> <li>▪ Realigning City Market Street so it runs adjacent to the frontage sidewalk and provides no direct access to parking spaces.</li> <li>▪ Extending existing parking rows to a set of new parking end islands that will abut the newly aligned City Market Street.</li> <li>▪ Addition of approximately 35 parking spaces.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Installation of a new rear parking connection between the two lots on either side of the park.</li> <li>▪ Reallocation of the westernmost parking row for dumpsters. Addition of two new trash receptacles, a new cardboard bale storage receptacle and a new grease trap enclosure.</li> <li>▪ Relocation of existing USPS mailbox locations.</li> <li>▪ New truck delivery arrangement that displaces the existing truck loading area with a recessed truck bay. New truck circulation is provided through the new parking connection and via York Drive and Orchard Street.</li> <li>▪ Loss of 19 parking spaces.</li> </ul>

We have the following comments regarding parking:

- a. The Final Site Plan will have to show dimensions for aisle widths and spaces to ensure they adhere to the city’s standards.
- b. As shown in the table below, the new market use would require 22 additional parking spaces according to the city’s parking requirement. In total, 16 additional parking spaces are shown as a result of the proposed changes. We believe there is sufficient parking available overall. But we strongly encourage the design better target use of the rear parking lot.

FARMINGTON PARKING REQUIREMENT		
	Standard	Required
Office Depot	4 per 1000 GLA	89 spaces
Fresh Thyme	5 per 1000 GLA	111 spaces

- c. Removal of existing parking islands and grassy medians need discussion. In some ways, these islands contribute to the sense of place downtown, but can also cause more confusing parking circulation. Landscaping, especially trees and pedestrian space ca help slow vehicle speeds and make the site more walkable overall. We suggest at least a few new parking islands be installed within the larger parking area in front of the store to support pedestrian crossings. Some of the parking rows contain more than 25 parking spaces, which results in a long expanse of pavement. While reincorporating islands may result in loss of some spaces, it will help maintain a more downtown feeling. Alternatively, areas that are shown to be striped (particularly those parking islands at the south end of the parking rows) could be incorporated into the existing adjacent islands to provide more impact.
  - d. The city should ensure that there is a plan to manage grocery carts in the parking lot. Since the parking is owned by the city, it should make sure that the Fresh Thyme has a plan to corral carts and provide insurance coverage for damage that may occur from errant carts.
5. **Access.** Access to parking is provided via the system of shared streets in the Downtown Center (Orchard Street, City Market Street, Grove Street, etc.). As noted, some changes are being made to the overall parking and circulation. To better accommodate rear deliveries, a recessed truck bay is

proposed that encroaches into the Orchard Street in the same location as delivery trucks currently occupy when they deliver to the site now. The proposed truck circulation route includes a new parking connection and use of Yoder and Orchard Streets.

In front, the modified parking layout will create a dedicated travel lane (City Market Street) for vehicles that is defined by the building to the north and new parking islands to the south. As noted earlier under our review of the PUD standards, we recommend a different design be explored that will make this drive aisle feel more like a downtown street. It should include a separate loading or standing area to accommodate the activity that typically occurs directly in front of grocery stores. Curb bump outs could be used for this and still maintain a downtown character. Use of brick pavers or concrete treatments similar to those used in the city streetscape can help distinguish the drive as a street and not a parking aisle. We recommend the design incorporate visible crosswalk areas that naturally slow traffic rather than using simple stop signs or crosswalk striping.

6. **Landscaping.** Few details are provided regarding proposed new landscaping. Several grassy areas within the re-configured parking areas will need to be restored. The landscaping modifications proposed only show conceptual landscaping areas. Landscaping details will need to be included on the Final Landscape Plan.
7. **Pedestrian Circulation. Pedestrian Circulation.** No dedicated pedestrian facilities are proposed to change as part of this project. As mentioned, the removal of several parking islands may contribute to a less enjoyable pedestrian environment, but may also provide for more direct unobstructed routes to storefronts. Revised design along the storefront can also help improve the pedestrian environment. A more specific plan for the existing plaza between the Fresh Thyme and Peterlin's Restaurant should be included with the Final Site Plan. We suggest that Fresh Thyme consider ways to engage with that plaza, such as including windows or pedestrian entrances that will connect the market to this area.
8. **Exterior Lighting.** The proposed changes to the site have been designed around the existing lighting. We are not aware of any concerns regarding existing lighting, but the city may request upgrades if the existing lighting creates glare or is deficient in another way. We suggest the existing cobra head fixtures be reviewed during Final Site Plan Review to determine if upgrades are needed.
9. **Signs.** The applicant submitted sign details along with the site plan. Their signage requests exceed those allowed in Chapter 25 of the City's Code of Ordinances. This would require a variance from the Board of Zoning Appeals but we suggest the Planning Commission provide their observations. Given the location and limited visibility of the subject building, and number of tenants located within it, some variance may be appropriate. But, this is a downtown not a typical suburban commercial corridor site. The sign shows space for 13 tenants (including the anchor Fresh Thyme tenant) and the elevation drawings show only 9 tenants. The proposed sign is too cluttered and large for the project and downtown. The array of logos and colors will be a traffic hazard. In addition, the mass will worsen visibility at the intersection of Farmington Road and City Market Street. We suggest the sign be redesigned to include one simple message – similar to the existing sign – and focus on providing attractive wall signage for each individual tenant.
10. **Waste Receptacles.** The site plan shows new shared dumpsters located in the parking lot on the north side of Orchard Street. The plans seem to show proper dumpster enclosures. Enclosure details will need to be provided on the Final Site Plan.



## SUMMARY OF KEY ISSUES

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According to the above review, we agree the proposed project will be a benefit to Downtown Farmington, but feel the following items need more careful review:

1. **Pedestrian Circulation.** We suggest the applicant consider alternative designs for City Market Street that will provide more of a walkable downtown ambiance to mimic some of the other downtown streets.
2. **Traffic and Parking Demand.** The applicant has increased the amount of parking slightly. We believe however, that more needs to be done to better distribute parking demands between the front and rear lots. We suggest a more prominent rear entrance be created using façade improvements and pedestrian amenities as discussed in this report.
3. **Sign.** The proposed signs are larger than the sign ordinance allows.
4. **Building Design.** We have provided a summary of the requirements for downtown buildings but defer final approval of the building materials and percentage of clear glass to the City Council.
5. **Transition to Residential.** We suggest that this project could improve the transition to adjacent neighborhoods if additional care is given to the rear of the building, landscaping improvements and lighting upgrades.

Items that should be incorporated into the **Development Agreement:**

1. Assurance that Kim co will manage grocery carts in the parking lot.
2. Timing of the future street connection within the western portion of the subject building.
3. Construction of parking improvements, including any changes as recommended in this report.
4. Assurance that the city and property owner have agreed to the final terms of the Parking Operations and Easement Agreement.

Items that must be included in the **Final Site Plan** application:

1. A "streetscape and parking plan" that details parking dimensions, aisle widths, parking island design, and design of the streets that abut the front and rear entrances.
2. Details regarding the location, size and type of proposed plantings must be added to the Landscape Plan.
3. Details of the dumpster enclosures must be added.
4. Design of the existing pedestrian plaza that will be located between Fresh Thyme and Peterlin's Restaurant.
5. Review of existing site lighting and possible replacement with down shielded fixtures.
6. Assurance from the United States Postal Service that the new mailbox locations are acceptable.
7. The elevation drawings need to be corrected to show the final design for the storefront sidewalk area.

We look forward to discussing this with you at your September 22<sup>nd</sup> meeting.

Sincerely,

**LSL Planning, a SAFEbuilt Company**



Bradley K. Strader, AICP, PTP  
 Planning Division Manager



Sherrin S. Hood, AICP  
 Senior Planner



City of Farmington  
CivicSight Map

- MAP LEGEND:**
- CITY BOUNDARY
  - RIVERS-STREAMS
  - MULTITENANT BUILDING (Type)
  - BUILT
  - PROPOSED
  - COMM. INDUST. BLDGS
  - RAPHAEL STREET (POLY)
  - RAPHAEL STREET (POLY)
  - PARCELS
  - POND/S OUTSIDE FARMINGTON
  - RIGHT-OF-WAY
  - MULTITENANT PARKING
  - ROW EXTEND
  - LOT HISTORY
  - OPEN WATER FEATURE TYPE:**
    - Detention Pond
    - Stream/river
    - Lake/Pond
    - Channel
    - Swamp/Marsh
- 2010 AERIAL PHOTOS (Image)

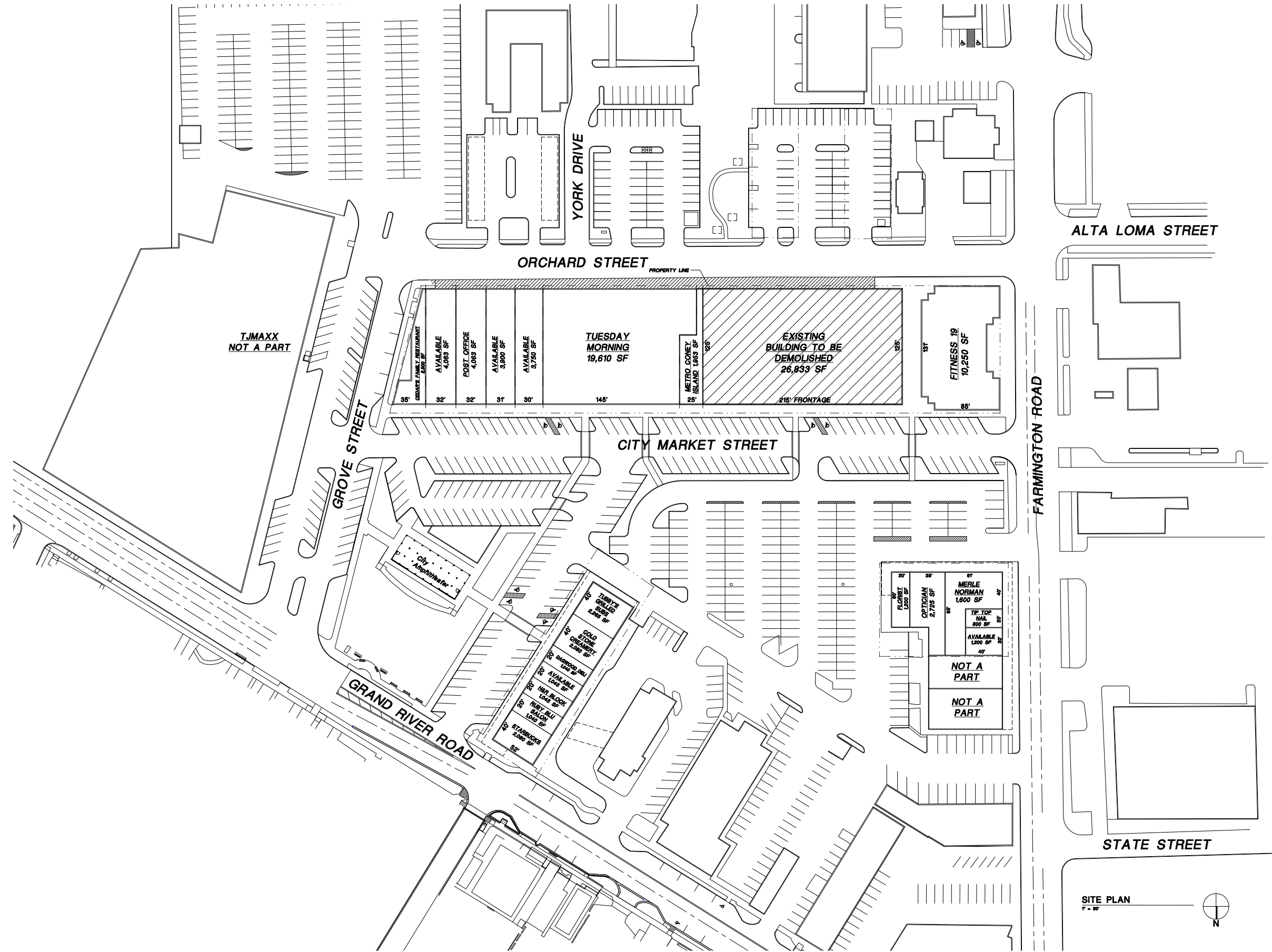


Map Scale: 1 inch = 100 feet  
 Map Date: 9/19/2014  
 Data Date: August 29, 2014  
 Sources: City of Farmington, Oakland County GIS  
 Utility, River's Edge GIS, LLC.

Disclaimer: The information provided by this program has been compiled from recorded deeds, plats, surveys, surveys, and other public records and data. It is not a legally recorded map or survey and is not intended to be used as one. Users of this information are advised that the information is for informational purposes only and should not be used for legal or other purposes. Please refer to the original records for more information.

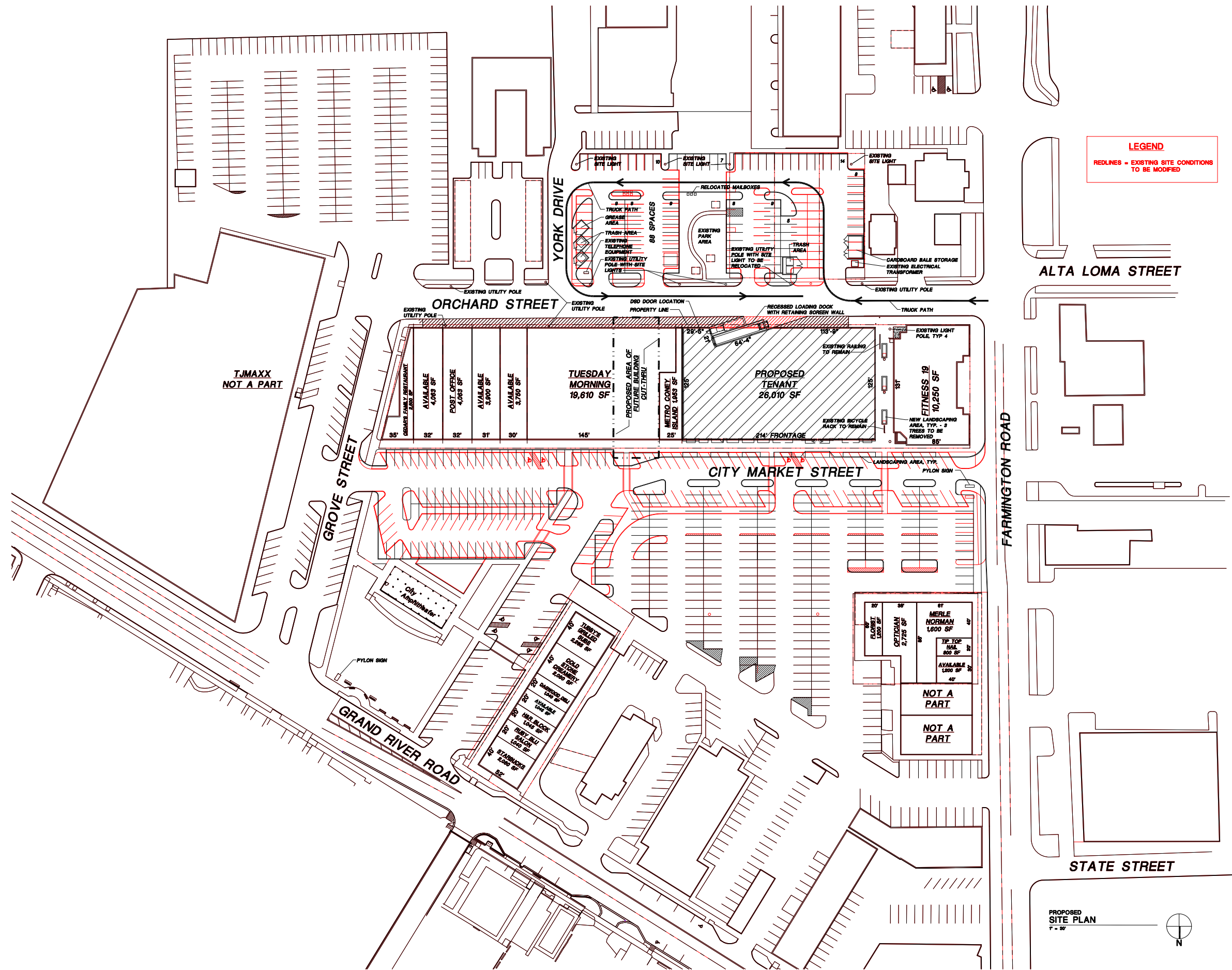


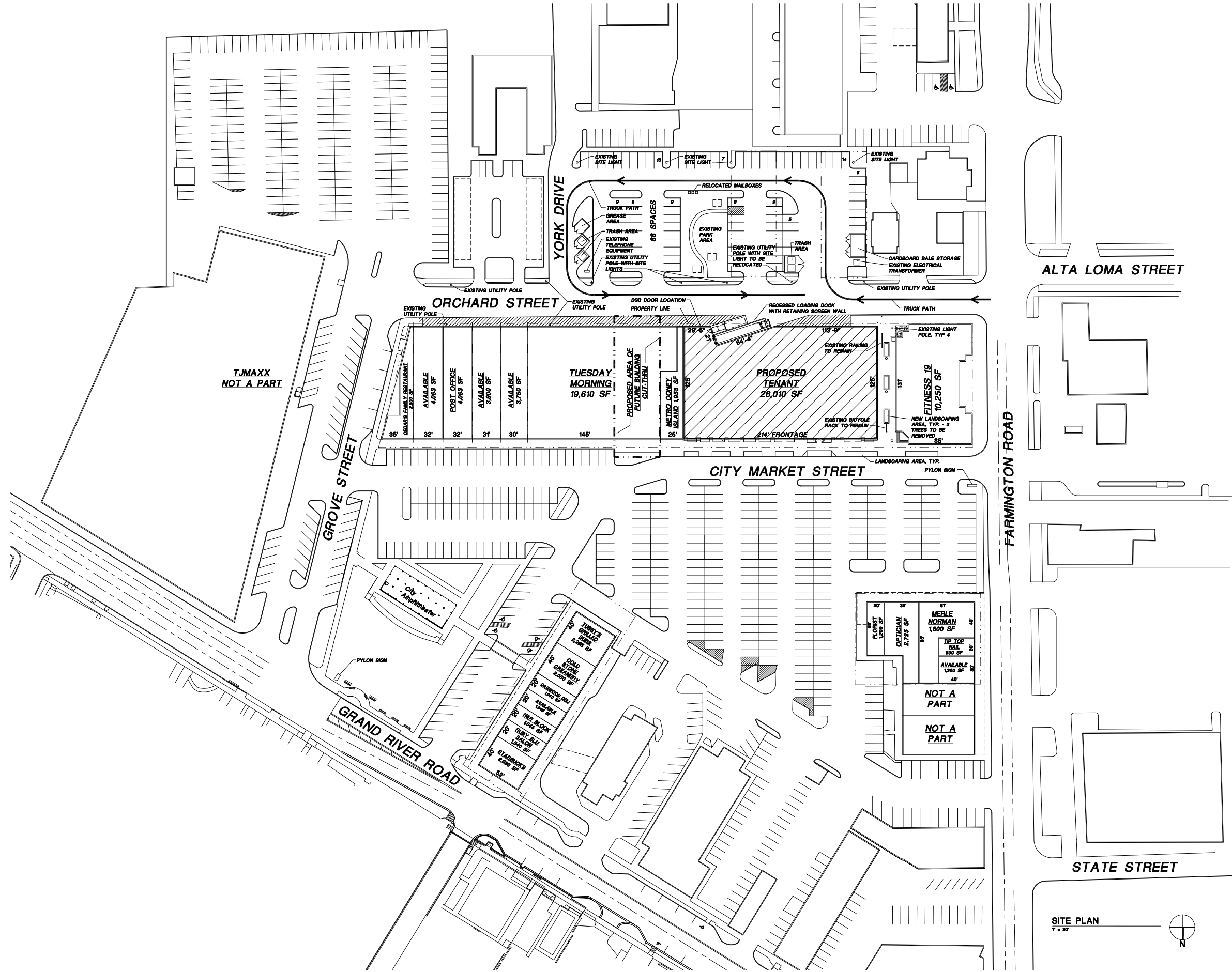






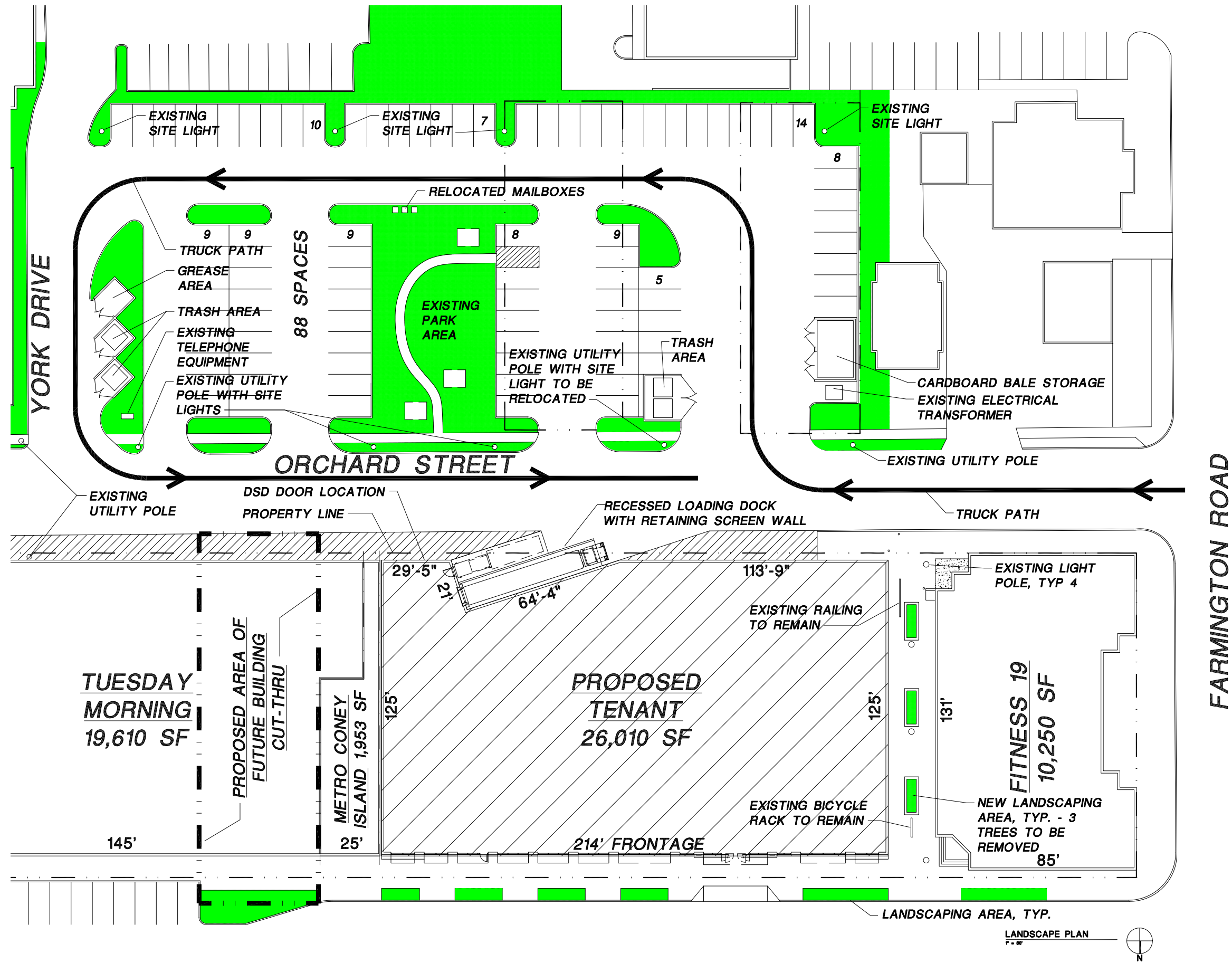


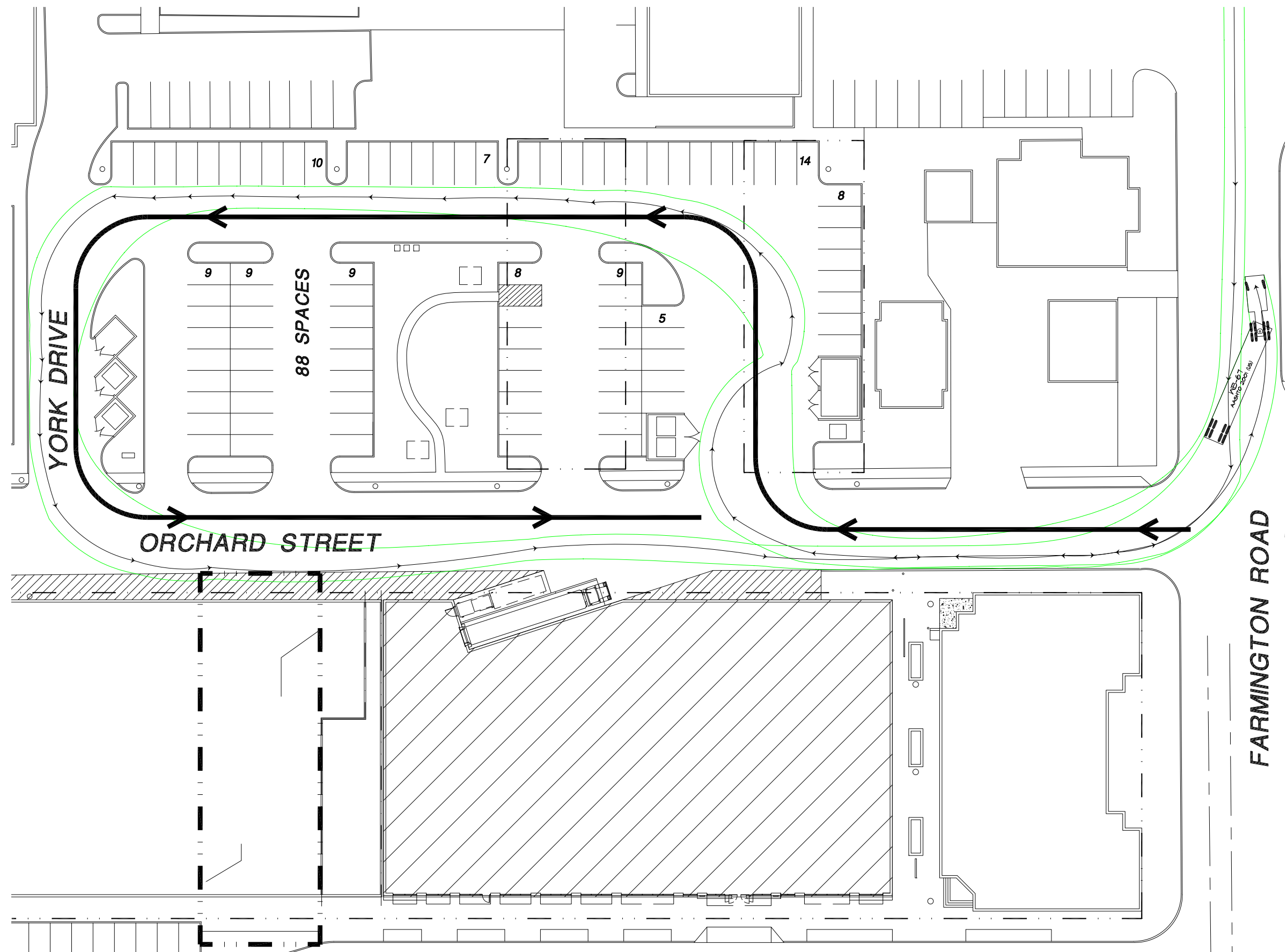




SITE PLAN  
 1" = 30'

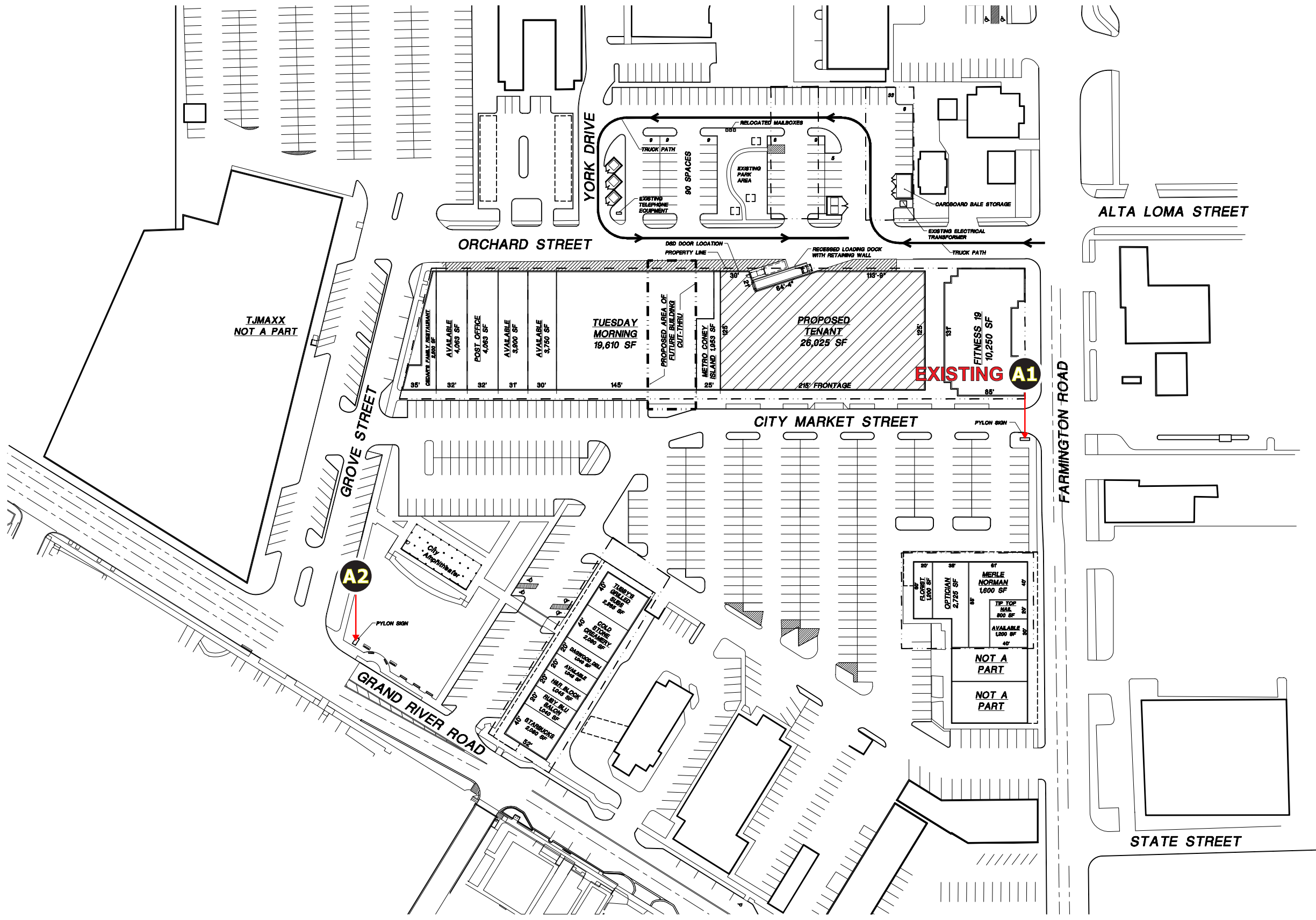
Attachment: Downtown Farmington Center - KIMCO 2014-08-22 Planning Submission (1676 : Public Hearing-PUD Downtown Farmington





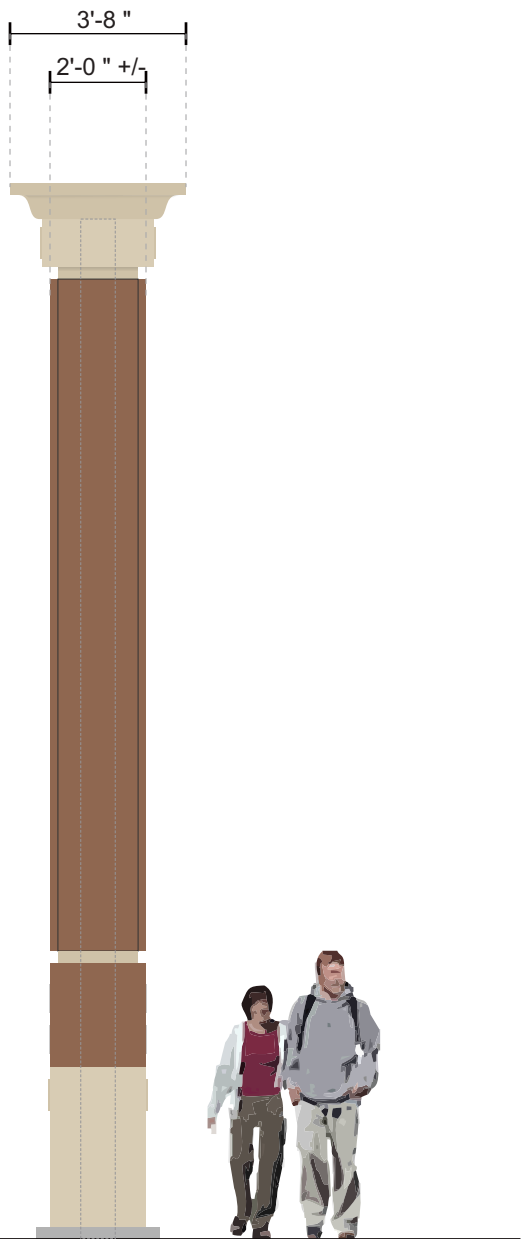
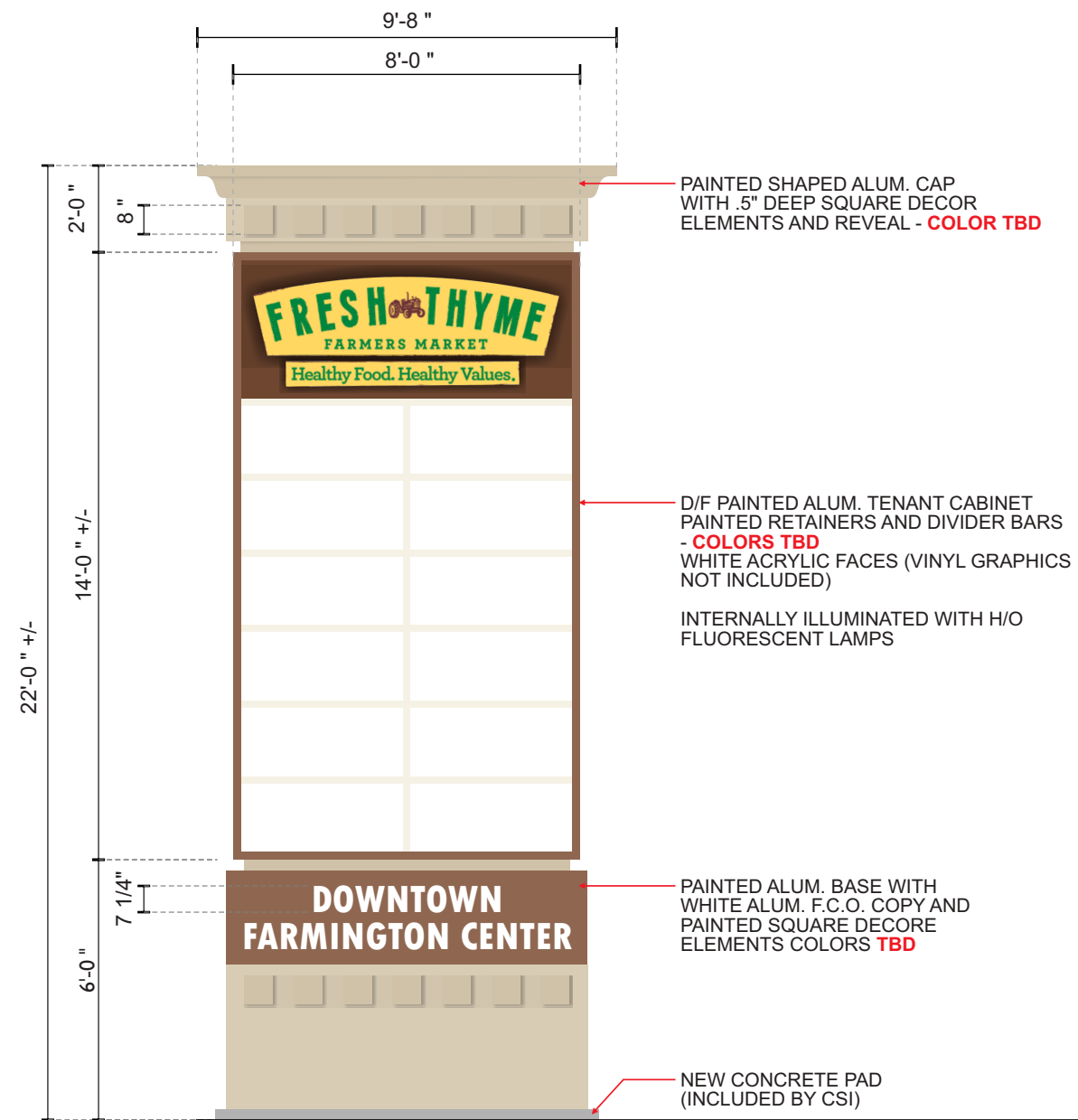
TRUCK PLAN  
 1" = 80'





**ARCHITECTURAL SITE PLAN**

NTS  
NORTH



**ESTIMATE ONLY**  
 PIPE: TWO (2) 8.625" OD, .322" WALL  
 FOOTING: 24" DIA; 7'-0" DEEP CONCRETE

**A1 D/F MULTI-TENANT** SCALE: 1/4" = 1'-0"  
 ONE ( 1 ) REQUIRED - MANUFACTURE AND INSTALL **SQ. FT.: 176**  
 MANUFACTURE AND INSTALL NEW D/F CABINET

PLACEMENT OF NEW PYLON TO BE DETERMINED



**PHOTO - EXISTING** NTS

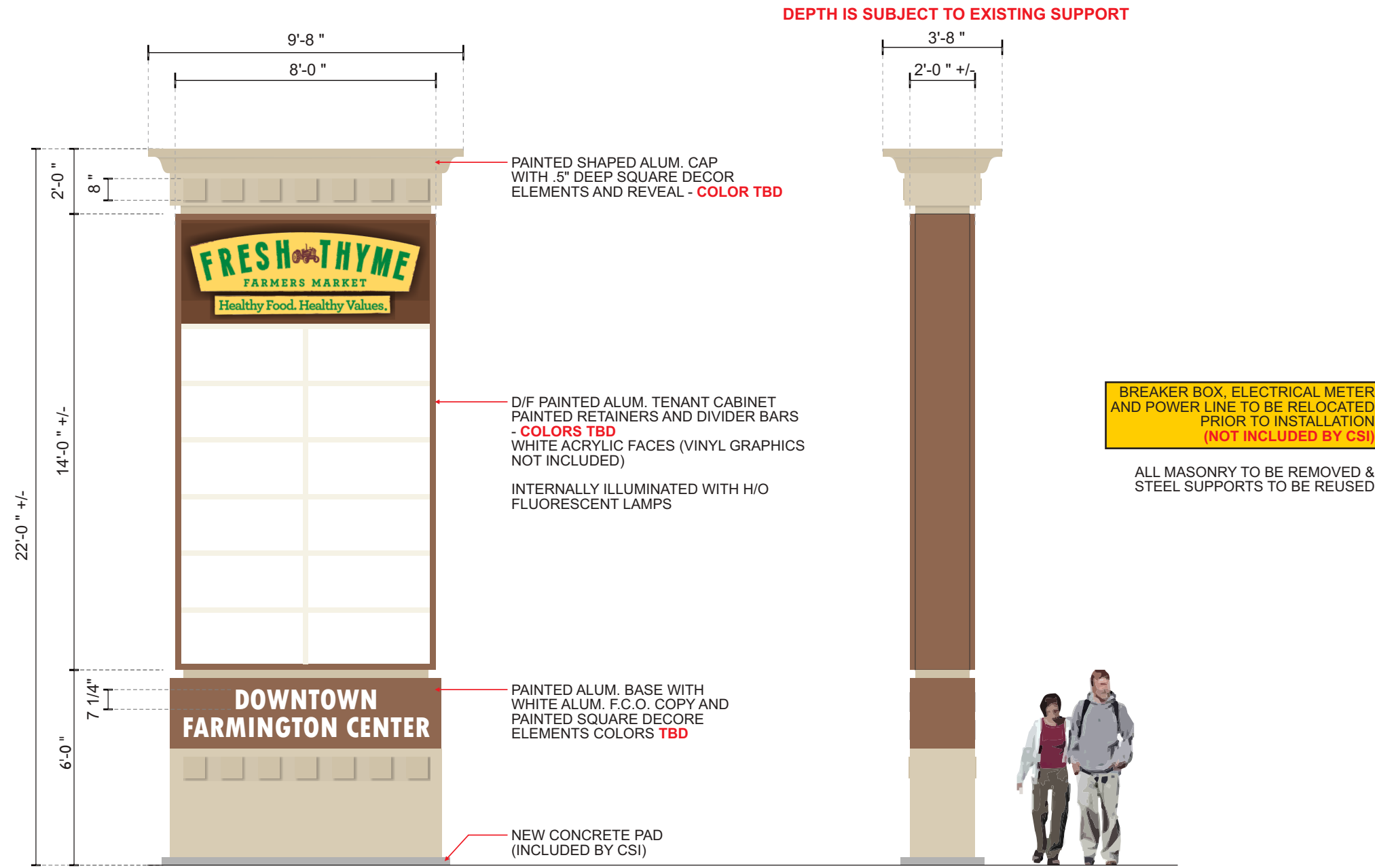


PHOTO - EXISTING

NTS

**OAH OF SIGN IS SUBJECT TO ENGINEERING.**

**SURVEY REQUIRED** TO OBTAIN EXACT MEASUREMENTS OF EXISTING SUPPORT.

USE EXISTING ELECTRICAL.

ADDITIONAL POWER MAY BE REQUIRED - **PRIMARY ELECTRICAL TO BE BY OTHERS** (NOT INCLUDED BY CSI).

**A2**

**D/F MULTI-TENANT**

SCALE: 1/4" = 1'-0"

ONE ( 1 ) REQUIRED - MANUFACTURE AND INSTALL

REMOVE AND DISCARD EXISTING CABINET, AND MASONRY - TWO (2) EXISTING STEEL SUPPORTS TO REMAIN

MANUFACTURE AND INSTALL NEW D/F CABINET

MANUFACTURING SURVEY REQUIRED

OBTAIN DIMENSIONS OF PIPES



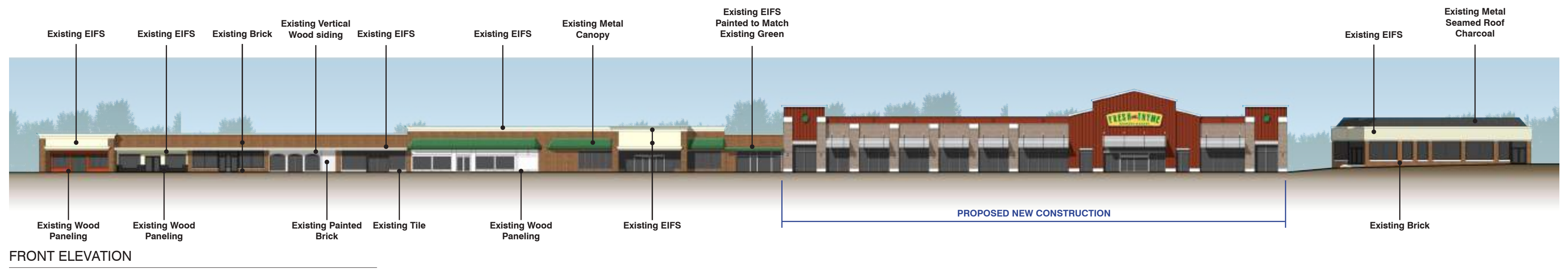


Attachment: Downtown Farmington Center - KIMCO 2014-08-22 Planning Submission (1676 : Public Hearing-PUD Downtown Farmington

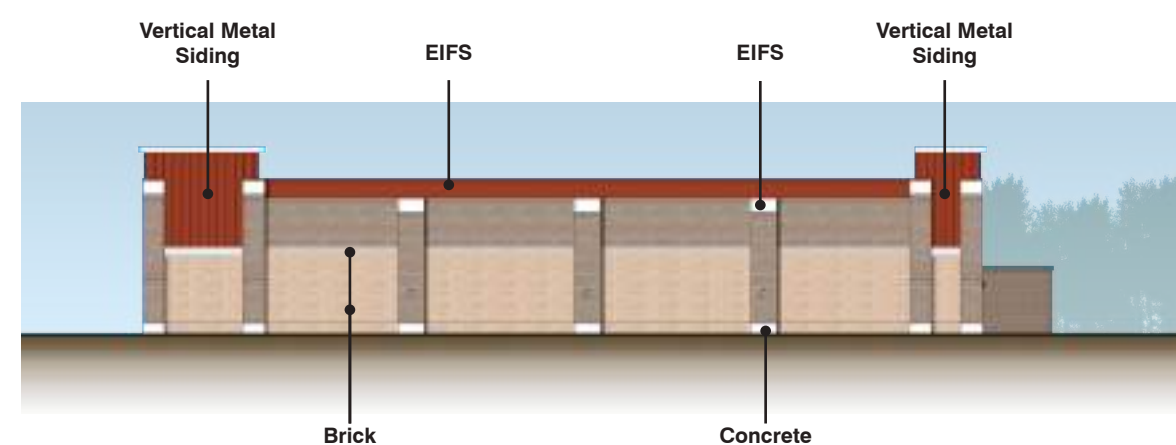




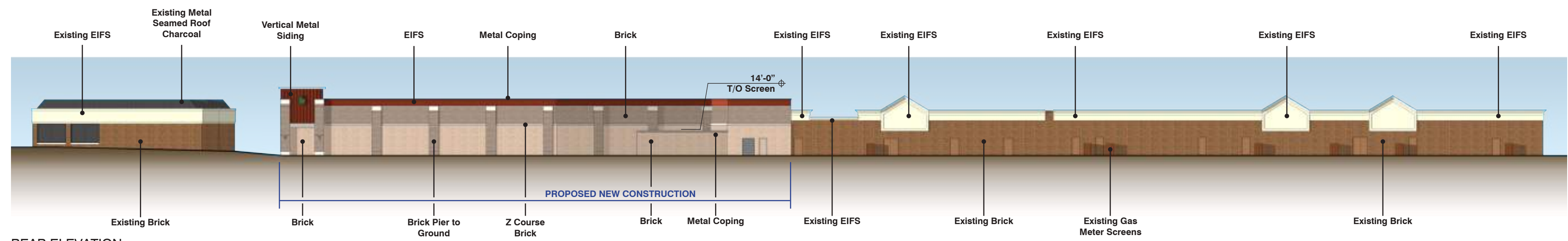
Attachment: Downtown Farmington Center - KIMCO 2014-08-22 Planning Submission (1676 : Public Hearing-PUD Downtown Farmington



FRONT ELEVATION



SIDE ELEVATION (PROPOSED NEW CONSTRUCTION)



REAR ELEVATION

## NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT THE FARMINGTON PLANNING COMMISSION WILL HOLD A PUBLIC HEARING AT THE MAXFIELD EDUCATION CENTER\*, 32500 TEN MILE ROAD, FARMINGTON, MICHIGAN 48336 ON MONDAY, SEPTEMBER 22, 2014 AT 7:00 P.M; ALL PROPERTY OWNERS WITHIN 300 FEET OF THE SITE IN QUESTION ARE NOTIFIED.

LOCATION: Downtown Farmington Center, 23300 and 23306 Farmington Road

PARCEL NO.: 23-27-155-049

REVIEW: Consideration of a planned unit development proposal to demolish a portion of the existing 1-story commercial building and to construct a new 1-story retail building and support facilities in the same location in order to redevelop a portion of the Downtown Farmington Center. The rest of the existing 1-story retail building and the other existing commercial buildings and support facilities on the site will remain.

APPLICANT: Herschman Architects Inc. (on behalf of KIMCO Farmington 146, Inc.)

Kevin P. Christiansen, AICP, PCP, Economic and Community Development Director

Publish: September 7, 2014 in the Farmington Observer

Mail: September 5, 2014

\* Please note the location of the public hearing is the current Maxfield Education Center located on Ten Mile Road. The parking lot for the Maxfield Education Center is located on the west side of Raphael Street.

**Farmington City Council  
Staff Report**
**Council Meeting Date:**  
September 22, 2014

**Reference  
Number  
(ID # 1677)**
**Submitted by:** Kevin Christiansen, Economic Community Development Director

**Description:** Public Hearing-Grand River Corridor Overlay District

**Requested Action:**
**Background:**

The Planning Commission reviewed a draft of a proposed zoning ordinance text amendment related to the Grand River Corridor prepared by LSL and reviewed and recommended to the Planning Commission by the Farmington Grand River Corridor Improvement Authority (CIA) at the August 11, 2014 meeting. The Commission scheduled a public hearing for the September 22, 2014 meeting.

The requested action of the Planning Commission is to hold the required public hearing as scheduled and noticed on the proposed zoning ordinance text amendment for the Grand River Corridor Overlay District, and to forward it to City Council for their review and consideration.

Attachment

**Agenda Review**
**Review:**

Kevin Christiansen	Pending	
City Manager	Pending	
Planning Commission	Pending	09/22/2014 7:00 PM



## ARTICLE 11 GRC GRAND RIVER CORRIDOR OVERLAY DISTRICT

### 35-138 AUTHORITY

Pursuant to authority granted in Section 125.3503 of the Michigan Zoning Enabling Act, this Overlay District is written to permit flexibility in the regulation of development of land located within the boundary established in the Grand River Corridor Vision Plan, which is herein referenced in its entirety.

### 35-139 INTENT

This Overlay District is intended to implement the Grand River Corridor Vision Plan, which is adopted as part of the City Master Plan, hereinafter referred to as the "Corridor Plan". The Corridor Plan articulates the following design principles and site development elements that support the Vision for the corridor and gives examples of how sites along the corridor could redevelop. The regulations contained in this District enumerate the principles of the Corridor Plan inasmuch as possible; however, reference to the published Corridor Plan is highly recommended. The purpose of this District is to promote high-quality development that will provide the following:

- A. High-quality architecture and urban design elements/treatments that create a signature environment along the corridor.
- B. A safe and enjoyable environment for walking and biking, public transit, and automobiles for people of all ages and abilities with minimal conflicts among users.
- C. Economic success of the corridor, enhanced by a supporting balance of retail, office, institutional, and housing in a vibrant and integrated development pattern.
- D. A variety of housing options.
- E. A respect for the river corridor and development that will enhance and complement the environment.
- F. New public spaces that encourage community gathering and outdoor activity.
- G. Connections with surrounding areas that provide travel choices for people to move throughout the corridor, adjoining neighborhoods, centers of commerce, and public spaces.
- H. Best management practices in environmentally responsible planning and construction.

### 35-140 APPLICABILITY

- A. **Application of Regulations.** Within the District, all requirements of the City of Farmington Zoning Ordinance shall apply, except as modified by this District. Where such regulations conflict or appear to conflict with the regulations in this District, the regulations of this District shall apply.
- B. **Interpretations and Modifications.** This District is based in part on the Grand River Corridor Vision Plan adopted by the City. To implement the Plan, flexibility on the mixture of uses, site layout or other dimensional modifications as part of the site plan review may be allowed, depending on the timing, location and nature of redevelopment. Modifications are discussed in Section 35-144
- C. **Triggers for Compliance.** It is acknowledged that implementation of the Corridor Plan is likely to occur gradually. The City allows for incremental improvements to property understanding that some existing conditions may be more difficult to bring into complete compliance with this Article. It is the intent of this Article to allow small changes to existing sites, and require larger or accumulated expansions to comply with the code as much as practical. Use and development of land developed within this District shall be regulated as follows:
  1. **Exempt Activity.** The following activity shall be allowed according to the regulations of the underlying zoning district:
    - a. Uses in existence on the date of this ordinance amendment.





- b. Changes in use from one use to another use where the underlying zoning district does not require additional parking or building requirements.
  - c. Maintenance of existing site and building conditions as of the date of this ordinance amendment.
2. **Building Expansions.** Building expansions shall generally comply with the Corridor Plan and the Sections of this Article as specified below.
- a. **Exempt Expansions.** Additions of a size equal or less than 10% of the gross square footage of the existing buildings as of the date of this ordinance may be permitted and may be constructed according to the requirements of the District or the underlying zoning, at the property owner's discretion.
  - b. **Minor Expansions.** Additions of a size greater than 10% but equal or less than 25% of the gross square footage of the existing buildings as of the date of this ordinance, shall be permitted, but shall meet the requirements for Lot Size and Coverage, Setback, Building Height, Transitions from Abutting Single-Family Residential Uses, as listed in Section Unless modifications are allowed in accordance with Section 35-144
  - c. **Major Expansions.** Additions of a size greater than 25% of the gross square footage of the existing buildings as of the date of this ordinance shall meet the requirements of this Overlay District.
3. **New Buildings and Development.** New development projects proposed under this Overlay District shall meet all requirements of this District.

### 35-141 ZONES AND PERMITTED USES

- A. **Zones.** The GRC District shall be and is hereby divided into Zones as enumerated on the Zone Map in subsection B below.
- 1. **Medium-Density Residential (MDR).** This area is planned for medium density residential at 10-20 u/a. Residential development in this area should be supported by public and green spaces within or adjacent to the development. Residential developments should include sidewalks, street trees, and connections within and outside of the development.
  - 2. **Residential Mixed Use (RMU).** This area is planned for a mix of commercial and medium density residential of 10-20 u/a. Uses may be vertically or horizontally integrated. The overall mix of commercial to residential should have a residential focus. Development in this area should be supported by public and green spaces within or adjacent to the development.
  - 3. **Mixed Use (MU).** This area is planned for a mix of small to medium sized retail, office, and residential uses both vertically and horizontally. Within pedestrian areas, office uses should be encouraged on the second floor while retail uses should be reserved for the first floor and have a strong street presence. These areas should be carefully planned to complement the streetscape and help to create and define the public realm. Development should be connected via a pedestrian network.
- B. **Zone Map.** The Grand River Overlay District boundary is hereby established as shown on the zoning map on file in the office of the city clerk. The boundary for each Zone described above is hereby established as shown on the District Zoning Map below:





-  CIA Boundary
-  Medium Density Residential
-  Residential / Mix of Uses
-  Mix of Uses

- C. **Permitted Uses.** Permitted uses within the districts noted on the Zone Map, shall include the following:
1. Any of the uses permitted as allowed in the underlying zoning districts, as listed in their respective Articles of the zoning ordinance, may be permitted.
  2. Uses allowed by the Planning Commission pursuant to Section 35-30. Determination of Similar Use.
  3. Other uses as permitted in the table below:

<b>Table 35-141 Permitted Uses</b>			
P = Permitted Use S = Special Land Use	Zone		
	MDR	RMU	MU
<b><i>Multi-family</i></b>			
One-Family Dwelling	S	S	-
Two-Family Dwelling	S	S	-
Multiple-Family Dwelling	S	P	-
<b><i>Office</i></b>			
Medical	-	P	P
Professional	-	P	P
Financial	-	P	P
Drive-Through	-	-	S
<b><i>Civic</i></b>			
Schools	S	S	P
Universities	S	S	P
Public buildings	S	P	P
<b><i>Retail</i></b>			
Personal and Professional Service	-	S	P
General Retail	-	P	P
Pharmacy	-	P	P
Studios of fine arts	-	P	P
Sit Down Restaurants	-	P	P
Carry Out Restaurants	-	P	P
Drive-Through	-	-	S
<b><i>Institutional</i></b>			
Hospitals	S	S	S
Churches	S	S	S
Adult and Child Care Facilities	S	S	P
<b><i>Hotel</i></b>			
Hotel/Motel	-	S	P
Bed and Breakfast	-	S	P
Lodging facilities as an accessory to a principal use	-	-	P



**35-142 BUILDING REQUIREMENTS**

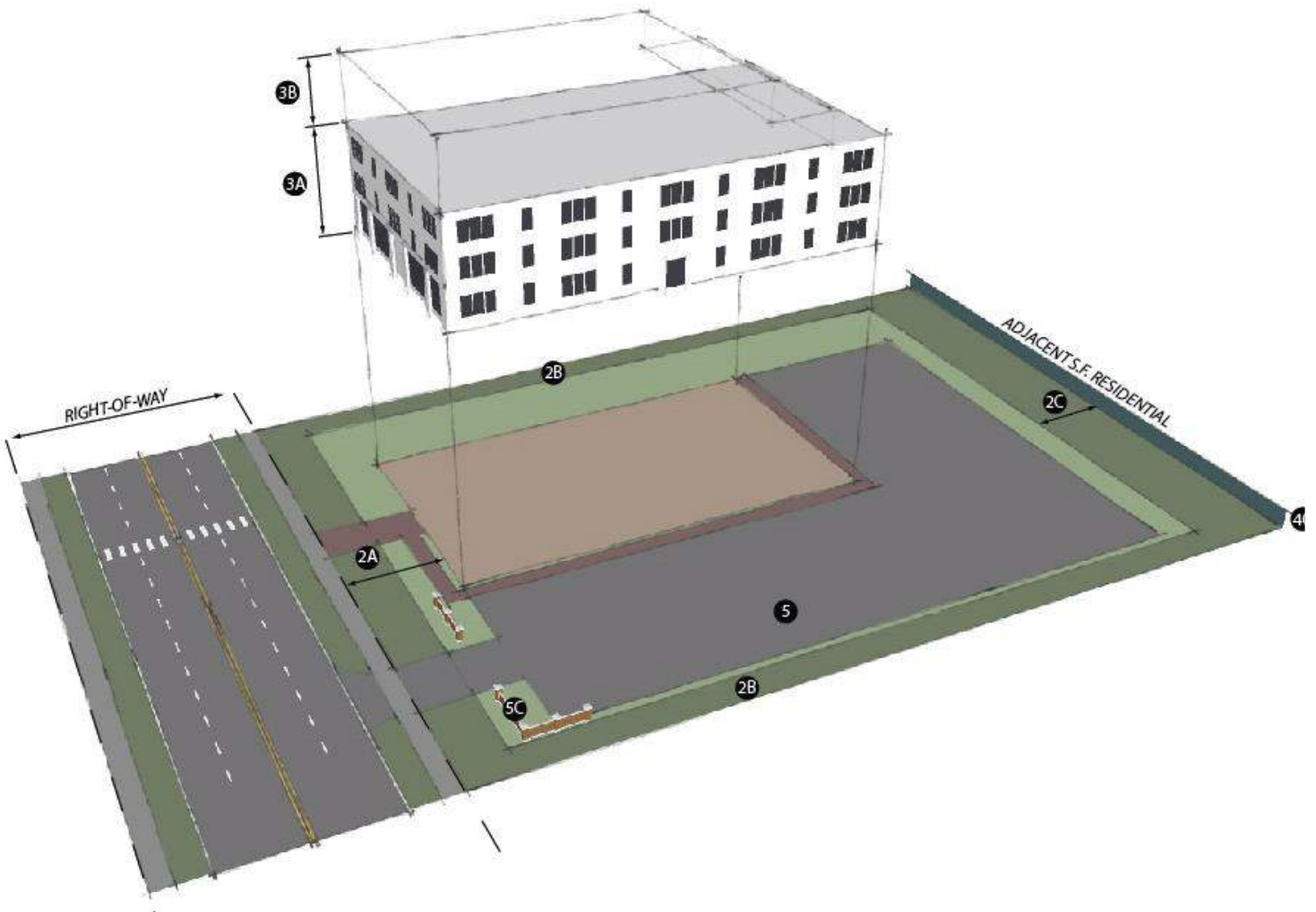
- A. **Streetscaping.** The following shall be installed along all property lines that abut Grand River Avenue, as part of a comprehensive road and streetscape network:

<b>Table 35-142 A Required Streetscaping</b>	
1. Curb Lawn	A ten foot landscaped buffer strip shall be provided between the parking area and all public rights of way. The owner shall maintain the portion of the street between the lot line and back-of-curb and, if applicable, the portion of the alley between the lot line and the edge of pavement. This typically includes snow and debris removal as well as general upkeep.
2. Buffers and Screening	See Sections 35-184.C. and Section 35-171.C.
3. Sidewalks	Sidewalks along Grand River Avenue shall be a minimum width of five (5) feet, or as specified in the City's Comprehensive Plan.
	Sidewalks along side streets shall be provided according to Section 35-45. Wider sidewalks are encouraged, and when provided, the required setback or build-to line may be adjusted accordingly.
4. Street Trees	One (1) canopy tree shall be provided along Grand River Avenue, with a typical spacing of twenty-five (25) feet on center. Placement of street trees shall generally be staggered with the street lights.
5. Street Lights	Street lights are required with any new development or redevelopment and must be of the type identified by the City. Placement of street lights shall generally be staggered with the street trees.

- B. **Building Requirements.** Sites and buildings shall be designed according to Table 35-143:

<b>Table 35-143 Building Requirements</b>			
	MDR	RMU	MU
<b>1. Lot Size and Coverage</b>			
a. Minimum Lot Size	8,500 sq. ft.	There are no minimum or maximum lot sizes	
b. Minimum Lot Width	70 ft.	There are no minimum lot widths	
c. Maximum Building Coverage	35%	There are no maximum coverage requirements, provided stormwater requirements are met	

Table 35-143 Building Requirements			
	MDR	RMU	MU
<b>2. Minimum Setbacks</b>			
a. Front Yard Setback	30 ft.	0 ft. Upper floors may project into right-of-way pursuant to Section 35-144	
b. Side Yard Setback	15 ft.	5 ft.	0 ft.
c. Rear Yard Setback	30 ft.	As needed to achieve proper Transition (see below)	
<b>3. Building Height</b>			
a. Maximum	42 ft. (3 stories)	42 ft. (3 stories)	54 ft. (4 stories)
		Additional height per Section 35-144	
<b>4. Transitions from Abutting Single-Family Residential Uses</b>			
a. Building Step Backs	Subject to Section 35-171.C.	Buildings taller than 42 ft. shall include step backs back a distance equal to its height for each floor	
b. Screen Wall		6' screening wall required along the property line. Also subject to Section 35-49	



Attachment: Grand River Corridor Overlay District - Draft Five for Public Hearing (1677 : Public Hearing-Grand River Corridor Overlay District)

	MDR	RMU	MU
<b>5. Parking Circulation and Driveways (see also Section 35-142)</b>			
a. Parking Location	Subject to Article 14 of Ordinance 34	Side or rear yard preferred. One single row of parking may be allowed in the front yard, provided there are no other reasonable alternatives that are more consistent with the Corridor Plan	
b. Parking Lot Design	Subject to Article 14 of Ordinance 34. Parking Structures that front Grand River Avenue shall include storefront liner buildings on the ground floor along the frontage that are at least 30 ft. in depth		
	-	A 36 in. high knee wall shall be installed along frontages where parking lots occupy any portion of the front yard	
c. Driveway/Access Location	Subject to Article 14 of Ordinance 34	Where a public alley or shared access is possible, driveway access to Grand River Avenue may only be granted upon demonstration that such is needed to provide reasonable access to the site	
<b>6. Windows and Doors</b>			
a. Ground Floor Window Area	Subject to Section 35-24	10%-30% of wall area	70% of ground floor wall area
b. Upper Floor Windows			50% of upper floor wall area
c. Entrances		At least one functioning door shall be provided for every street-facing storefront	
	Second door for multi-family may face side or rear yard		
<b>7. Building and Roof Design</b>			
a. Building Design	Subject to Section 35-24	Subject to Section 35-53. Nonresidential Design Requirements. Vinyl siding and EIFS may be used for accent details only, and shall not be permitted on the ground floor of any structure	
b. Flat Roof Design	Subject to Section 35-24	A minimum 42 inch tall parapet shall be installed to conceal rooftop mechanical equipment visible from the street level	
c. Pitched Roof Design	Minimum 4:12 pitch		
	Maximum 12:12 pitch		

**35-143 GENERAL DEVELOPMENT REQUIREMENTS****A. Street Classification**

1. A site's primary, secondary (side) and service street frontages shall be designated by the City Planner or his/her designee. In making a determination the City Planner shall consider the following standards:
  - a. When a site abuts only one street, that street is the primary street frontage.
  - b. In all cases, any frontage on Grand River Avenue shall be considered primary street frontage.
2. On corner sites, one street is a primary street frontage and the other street or streets may be designated a primary street or a secondary street frontage. In determining the required primary street frontage, the City shall consider the following conditions:
  - a. The street with the highest street classification;
  - b. The existing and planned context of the built environment;
  - c. The street abutting the longest face of the block; and
  - d. The street parallel to an alley within the block.
3. When a site runs from one street to another and has a double frontage, one street may be designated a service street frontage provided the following standards are met:
  - a. The applicant controls the land along an entire block face;
  - b. A site with a service street must have at least two street frontages and one street frontage must be a primary street; and
  - c. Only one service street frontage may be designated abutting any block.
4. When a site abuts four or more streets, two service street frontages may be designated provided that two or more primary street frontages are also designated.

**B. Building Elements**

1. Corner Buildings. Buildings located at a street corner shall have appropriate architectural features and details that accentuate its prominent corner location through additional building height and /or adding a building peak or tower element at the corner. Other creative techniques may be used, subject to the acceptance of the Planning Commission. Special architectural corner features may be permitted to exceed the maximum building height by up to ten (10) feet if deemed appropriate by the Planning Commission.
2. Canopies and Awnings shall comply with Section 35-40.
3. Balconies and Overhangs. Balconies and overhangs may be added to façades with the following conditions:
  - a. Balconies and overhangs shall not extend more than six feet from the building face.
  - b. Materials shall be compatible with the building and be integrally designed.
4. Outdoor Dining Areas may be allowed pursuant to Section 35-102, Special Provision (b).



5. Exterior lighting.
  - a. Exterior lighting shall comply with Section 35-48. The Planning Commission may grant the same modifications in this District that are allowed in the CBD.
  - b. Illumination. Lighting shall provide illumination levels according to the following:

<b>Table 35-143</b>			
<b>Exterior Lighting Level Requirements</b>			
Use	Minimum Level	Maximum Level	Maximum at Residential property Lines
<i>Residential or institutional uses</i>	0.2 fc	5 fc	1.0 fc
<i>Office, recreation, and entertainment uses</i>	0.6 fc	5 fc	1.0 fc
<i>Commercial uses</i>	0.9 fc	5 fc	1.0 fc
<i>Sidewalks and Walkways</i>	0.6 fc	5 fc	1.0 fc
<i>Parking lots, bicycle parking areas</i>	3 fc	10 fc	1.0 fc

*Note: fc = footcandles*

6. **Activity within the Right-of-Way.** Upon approval by all applicable road agencies, the City may allow upper floors of buildings to project over or one row of front yard parking to encroach into the public right-of-way in consideration of the following:
  - a. The projection/encroachment is necessary to accommodate reasonable redevelopment of the site due to other constraints such as size, shape, depth or presence of natural features.
  - b. The projection/encroachment will allow the development to better achieve the purpose of this district and the vision stated in the Grand River Corridor Vision Plan.
  - c. The City has received all necessary insurance that indemnifies the City within the area of projection/encroachment.
  
- C. **Parking.** Off-street parking shall be subject to the provisions of Article 14, Off-street parking requirements, with the following provisions:
  1. The number of spaces shall be as required in Article 14. Off-Street Parking and Loading Standards and Access Design. Notwithstanding the flexibility allowed in Article 14, the amount of parking may be reduced based on a determination that adequate parking for peak periods is provided for the mixture of proposed and future uses. In making its determination, the Planning Commission shall consider the expected amount of bicycle or transit travel to the site, the nature of the proposed land use, different peak hour parking demands, shared parking agreements, on-site parking management, employee transit incentives, provision of transit or bike amenities, bicycle parking, or other means that will otherwise reduce vehicular trips to the site that would otherwise be expected. The Planning Commission may require a Parking Study, prepared by a qualified professional, from the applicant to assist with making a determination.
  2. The City may allow one single row of parking in the front yard in consideration of the following:
    - a. Such parking is necessary to accommodate reasonable redevelopment of the site due to other constraints such as size, shape, depth or presence of natural features.
    - b. The additional parking is necessary to accommodate reasonable redevelopment of the site.

- c. The parking will allow for development that is generally more consistent with the purpose of this district and the vision stated in the Grand River Corridor Vision Plan than the development that would otherwise result.
3. All developments shall provide one (1) bike rack for each twenty (20) vehicular spaces.

### 35-144 ADMINISTRATION

- A. **Corridor Improvement Authority Review.** Applications shall be processed and reviewed according to Article 10, Planned Unit Development, except that prior to receiving Concept Plan approval, the application shall be sent to the Grand River Corridor Improvement Authority for its review and recommendation.
- B. **Allowed Flexibility.** It is recognized that certain existing site conditions may prohibit full compliance with this District. The Planning Commission may modify the standards for this District after considering the criteria below:
  1. The proposed development is consistent with the Corridor Plan, as amended.
  2. The proposed development is consistent with the Purpose and Development Principles listed in Section 35-139
  3. The proposed modification will not prevent or complicate logical extensions of streets, parking, greenspace, or development of adjacent properties consistent with the Corridor Plan.
  4. Such modification is the minimum necessary to allow reasonable development that is consistent with the purpose of the Corridor Plan.
  5. The proposed development will not impair public safety and is not simply for convenience of the development.
- C. **Incentives.** To promote redevelopment and stimulate reinvestment along the corridor, the Planning Commission may grant additional flexibility or development options where one or more of the Recognized Benefits, listed below, are provided. Elements listed in Table 35-144 on the left are those items the City wishes to encourage. Items listed along the top show the types of regulatory flexibility or financial incentives that may be granted in return. One incentive must be provided in order to be considered for one incentive. More than one incentive may be granted when more than one Recognized Benefit is provided. In addition to other incentives that may be authorized by the City Council, the following incentives shall be considered:
  1. **Lot Coverage or Setback Flexibility.** Flexibility may be granted of the minimum lot coverage, building frontage, or setbacks (rear or side only) provided the resulting layout will not negatively impact nearby residences or the vision for the corridor as enumerated in the Grand River Corridor Vision Plan.
  2. **Additional Building Height.** The maximum building height may be increased by a maximum of two additional stories, provided all other provisions of this Article and proper transitions are provided as required in Section 0
  3. **Reduced Parking.** The City may allow development with fewer parking spaces than is required upon proof that such reduction will not create negative impacts upon adjacent businesses or local residential streets.
  4. **Stormwater/Utility Improvements.** Where endorsed by the City's Public Works Department, reduced user and benefit fees may be granted.
  5. **TIF Funding.** Eligibility for Tax Increment Financing, where the subject site falls within an established TIF district.

Table 35-144  
Incentives

Incentives →	1. Lot Coverage	2. Setback Relief	3. Additional Bldg. Height	4. Reduced Parking	5. Stormwater/Utility Improvements	6. TIF Funding
<b>Recognized Benefit ↓</b>						
1. Public Open Space	x	x			x	x
2. LID	x	x			x	x
3. Mixed-Use			x	x		
4. Higher Quality Architecture						x
5. LEED/Green Building	x		x		x	x
6. Enhanced Buffer		x			x	x
7. Pedestrian Facilities	x	x		x		x
8. Integrated Parking	x	x	x	x		x

- D. **Recognized Benefits.** Additional building height or flexibility may be granted during the project review when one or more of the following recognized benefits are provided:
- Open Space or Public Space.** Inclusion of 5% of the total building area for civic or public spaces.
  - Low Impact Development (LID) Applications.** Use of alternative stormwater management design that includes green roofs, natural retention systems, porous pavement alternatives, or other energy or water conserving applications.
  - Mixed Use.** Development that includes a mix of different but compatible use types within the same building, and which are designed to accommodate predominantly retail uses on the ground-floor with offices or residential use on upper floors.
  - Higher Quality Architecture.** Application of architectural design above what is required.
  - LEED/Green Buildings.** Significant use of sustainable building and site design features such as: water use reduction, water efficient landscaping, innovative wastewater technologies, low impact stormwater management, optimize energy performance, on-site renewable energy, passive solar heating, reuse/recycled/renewable materials, indoor air quality or other elements identified as sustainable by established groups such as the US Green Building Council (LEED) or ANSI National Green Building Standards.
  - Enhanced Buffer.** Inclusion of design elements such as additional landscaping, architectural amenities, or other improvements that are designed to benefit the general public.
  - Pedestrian Facilities.** Provision of public plazas, additional walkways, wider sidewalks or pedestrian-oriented features beyond those required.
  - Integrated Parking.** Where structured parking is provided as part of the development, the City may allow one additional story of building height.
- E. **Contributions in Lieu.** The City recognizes that certain physical elements may be best developed in a coordinated fashion rather than piecemeal as development occurs. Therefore, when requested by the applicant or where required by the City, payments in lieu of those improvements may be made in accordance with the following.
- Contributions in lieu may be accepted for the following improvements:
    - Streetscaping as listed in Section 35-142 A.
    - Parking as discussed in Section 35-143

2. In cases where the elements above cannot reasonably be developed on a parcel, or for those where coordinated installation (parking and access, for example) is needed for logical development, the City may allow developers to defer construction in one of the following ways:
  - a. Payment into a dedicated fund, of an amount equal to the cost to install all deferred improvements on the subject site. Improvement costs must also consider off-site improvements and utilities needed to serve the site. The developer shall submit to the City an estimate of costs to construct these items for verification by the City's engineer.
  - b. The City may facilitate, through a special assessment district or other means, construction of streetscaping as development progresses. Developments who defer parking under this Article shall agree to participate in a special assessment district, and agree to pay back the costs to serve their portion of the development. The assessment district may be created to install or replace some or all of the items listed above, the costs of which will be distributed amongst developed parcels consistent with the standards listed.
- F. **Conditions.** Where deemed necessary, the Planning Commission may impose reasonable conditions to further the purpose of, or to ensure compliance with the Corridor Plan.
- G. **Development Agreement.** Approved developments shall enter into a development agreement with the City pursuant to Article 10, Planned Unit Development.



## **NOTICE OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN THAT THE FARMINGTON PLANNING COMMISSION WILL HOLD A PUBLIC HEARING AT THE MAXFIELD EDUCATION CENTER\*, 32500 TEN MILE ROAD, FARMINGTON, MICHIGAN 48336 ON MONDAY, SEPTEMBER 22, 2014 AT 7:00 P.M; ON MONDAY, SEPTEMBER 22, 2014 AT 7:00 P.M. THE HEARING IS BEING HELD TO REVIEW A PROPOSED AMENDMENT TO THE ZONING ORDINANCE, ADDING ARTICLE 11, GRC GRAND RIVER CORRIDOR OVERLAY ZONING DISTRICT.

THE GRAND RIVER CORRIDOR OVERLAY ZONING DISTRICT IS BEING ADOPTED TO FACILITATE AND ENCOURAGE REDEVELOPMENT OF PARCELS LOCATED WITHIN THE DISTRICT, WHICH GENERALLY INCLUDES ALL PARCELS FRONTING ON GRAND RIVER AVENUE BETWEEN MAYFIELD STREET AND THE EASTERN CITY BOUNDARY, ALONG WITH ALL PARCELS FRONTING ORCHARD LAKE ROAD BETWEEN GRAND RIVER AVENUE AND SHIAWASSEE AVENUE. THE ORDINANCE SPECIFIES THE REQUIREMENTS FOR SITE AND BUILDING DESIGN. BECAUSE THE PURPOSE OF THIS DISTRICT IS TO FACILITATE REDEVELOPMENT, THE MINIMUM REQUIRED SETBACKS HAVE BEEN REDUCED TO ALLOW BUILDINGS TO LOCATE CLOSER TO GRAND RIVER AVENUE, AND BUILDINGS MAY BE TALLER TO ENCOURAGE A MIX OF USES.

A copy of the entire zoning ordinance amendment is available for inspection at the Farmington City Hall located at the address below. Questions and comments may be directed to:

Kevin P. Christiansen, AICP, PCP, Economic and Community Development  
Director  
City of Farmington  
23600 Liberty Street  
Farmington, MI 48335

Publish: September 7, 2014 in the Farmington Observer

\* Please note the location of the public hearing is the current Maxfield Education Center located on Ten Mile Road. The parking lot for the Maxfield Education Center is located on the west side of Raphael Street.