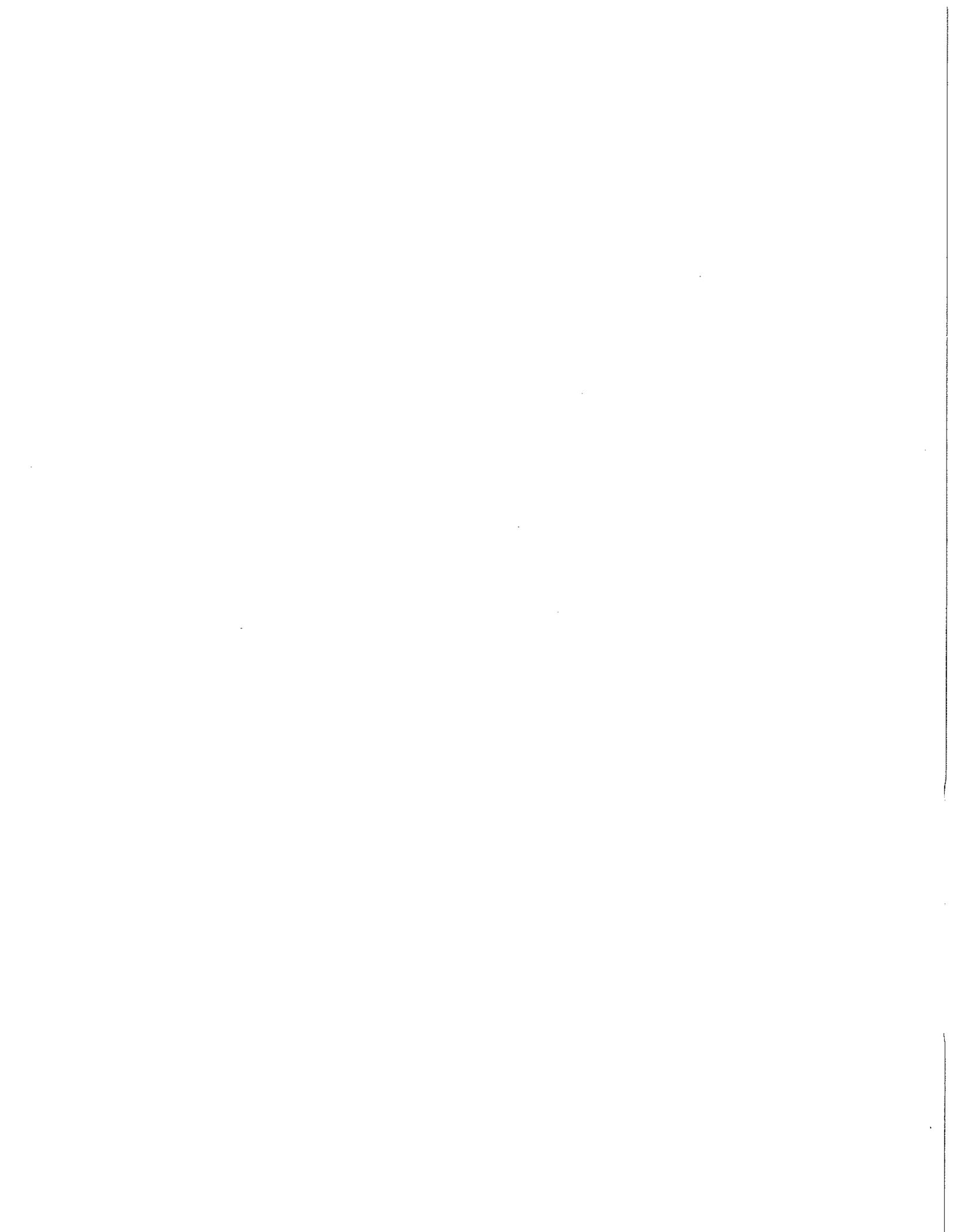


SUPERIOR CHARTER TOWNSHIP PLANNING COMMISSION
SUPERIOR TOWNSHIP HALL
3040 N. PROSPECT, YPSILANTI, MI 48198
AGENDA
July 22, 2015
7:30 p.m.

1. CALL TO ORDER
2. ROLL CALL
3. DETERMINATION OF QUORUM
4. ADOPTION OF AGENDA
5. APPROVAL OF MINUTES
 - A. Approval of the May 27, 2015 regular meeting minutes.
6. CITIZEN PARTICIPATION
7. CORRESPONDENCE
 - A. Sutton Ridge Area Plan
 1. Petition and supplemental comments from residents and property owners to Vote "NO" on Proposed rezoning of Parcel #J-10-35-100-006 for Apartment Construction. (Petition submitted at the May 27, 2015 meeting.)
 2. Letter supporting the plan.
 3. Letters opposing the plan.
 - B. Charter Township of Plymouth – Distribution of the Adopted Maser Plan for Land Use
 - C. Pittsfield Charter Township – Intent to Update Existing Master Plan
8. PUBLIC HEARINGS, DELIBERATIONS AND ACTIONS
9. REPORTS
 - A. Ordinance Officer
 - B. Building Inspector
 - C. Zoning Administrator
10. OLD BUSINESS
 - A. SPTC#15-02 Sutton Ridge Area Plan, 127 single-story apartments on the 30.7 acre undeveloped portion of the Bromley Park Condominium community (Amendment to the Bromley Park Area Plan) – Postponed from May 27, 2015 meeting.
 - B. STPC#13-09 Master Plan Update
11. NEW BUSINESS
12. POLICY DISCUSSION
13. ADJOURNMENT



**SUPERIOR CHARTER TOWNSHIP
PLANNING COMMISSION
MAY 27, 2015
PROPOSED MINUTES
Page 1 of 10
5-1 CALL TO ORDER**

Chairman Guenther called the regular meeting to order at 7:30 p.m.

5-2 ROLL CALL

The following members were present: Brennan, Findley, Gardner, Guenther, McGill, Phillips and Steele. Also present were Don Pennington and Rodney Nanney, Township Planners, Jacob Rushlow, Township Engineer and Rick Mayernik, Building/Zoning Administrator.

5-3 DETERMINATION OF QUORUM

A quorum was present.

5-4 ADOPTION OF AGENDA

A motion was made by Gardner and supported by Phillips to adopt the agenda as corrected, changing the order of public hearings to allow the hearing on the Sutton Ridge Area Plan to be first and to add an Item B. to Correspondence. The motion carried.

5-5 APPROVAL OF MINUTES

A. MINUTES OF THE MARCH 25, 2015 REGULAR MEETING

A motion was made by Brennan and supported by Phillips to approve the minutes as corrected. The motion carried.

5-6 CITIZEN PARTICIPATION

There was no Citizen Participation.

5-7 CORRESPONDENCE

A. Northfield Township – Notice of Intent to Amend the Master Plan

A motion was made by Brennan and supported by Phillips to receive the Notice of Intent. The motion carried.

B. Letter from Brian and Annette Burak, 9566 Glenhill Dr. opposing the Sutton Ridge Area Plan.

**SUPERIOR CHARTER TOWNSHIP
PLANNING COMMISSION
MAY 27, 2015
PROPOSED MINUTES
Page 2 of 10**

A motion was made by Brennan and supported by Phillips to receive the letter. The motion carried.

5-8 PUBLIC HEARINGS, DELIBERATIONS AND ACTIONS

B. STPC#15-02 Sutton Ridge Area Plan, 127 single-story apartments on the 30.7 acre undeveloped portion of the Bromley Park Condominium community. (Amendment to the Bromley Park Area Plan)

1. Public Hearing

A motion was made by Brennan and supported by Phillips to open the public hearing. The motion carried with the following vote:

Yes: Brennan, Findley, Gardner, Guenther, McGill, Phillips and Steele
No: None
Absent: None
Abstain: None

Kelli McIvor, representing the applicant Redwood Acquisitions, described the plan. She said the proposed development is comparable to the development approved for the Bromley Park Condominium Phase 2 plan. She said one difference was the original plan had 135 dwelling units and the Sutton Ridge Area Plan has 127 dwelling units. She noted that Redwood owns several rental communities in Michigan. She said the company builds, owns and manages all of the developments. She said the company markets to empty-nesters and residents who are not looking for amenities such as tot lots, swimming pools and club houses. She said there are no government subsidies and the development is privately funded.

McIvor said they met with some of the residents of Bromley Park and heard some of the concerns about traffic. She cited traffic study data that reports trip generation numbers are lower for renters than for owner-occupied dwellings. She said another concern expressed by the Bromley Park residents was about how the rental-units will affect their property values. She referred to a study from the MIT Center for Real Estate that concluded there were no impacts of rental housing on the value of owner occupied housing. She talked about the successful mix of rental and owner-occupied housing.

Tracy Pitt, 10175 E. Avondale said the existing Bromley Park community is a good mix. She said the addition of 300 renters does not fit into the community and will increase traffic and depress property values. She submitted a petition

**SUPERIOR CHARTER TOWNSHIP
PLANNING COMMISSION
MAY 27, 2015
PROPOSED MINUTES
Page 3 of 10**

to Chairman Guenther with signatures of persons opposed the Sutton Ridge project.

Kathleen Hubbs, 1878 Kenwyck Dr., said she lives in the condominium community and pays association dues to maintain the site. She asked if the rental development would contribute to maintenance.

Vera Augustniak, 9633 Wexford Dr., said that the proposed development is an apartment complex situated within an owner-occupied community. She said apartment-living and subdivision-living are different. She said as an example, a homeowner cannot move out of the neighborhood whenever she feels like it the way renters can.

Don Haidys, 1836 Wexford Dr., asked who would be responsible for bonding the road. He said Superior Township may like the additional tax revenue brought in by the apartments but it will hurt the existing residents.

Ron Horvath, 1821 Wexford, said he disagreed with the speakers opposed to the development. He said the Township has a responsibility to offer a variety of housing options and the plan presented is not very different from the originally approved plan. He said he would like to see the vacant land weed patch in his back yard cleaned out.

Stephen Wiemero, 9651 Wexford, said he was concerned about security with the walking path behind Bromley Park. Phillips said the path was constructed to provide the Township utility department with access to water and sewer lines. He said the Township also saw it as an amenity. He said he shared the concern about security issues.

Eric McGuigan, 9987 W. Avondale Circle, said he moved into the neighborhood three years ago because it is a quiet community where children can move around without getting hurt. He said the plan does not do enough to protect the children in the neighborhood. He said he invested in safety when he moved into the community and said safety and security will be lost if the apartment project is developed. He asked what the Township will do to protect the character and integrity of the existing neighborhood.

David Bedwell, 9663 Wexford, said that the apartments will not be adjacent to the Bromley neighborhood, they will be "within" the community. He noted that the current residents pay extra money to plow and maintain the streets. He said before he moved in he read the Township's Master Plan and bought into it.

**SUPERIOR CHARTER TOWNSHIP
PLANNING COMMISSION
MAY 27, 2015
PROPOSED MINUTES
Page 4 of 10**

Don Mills, 10227 E. Avondale, said he did not see a problem with the project. He asked if there was another option for access to the apartments.

Victoria Evans, 10187 E. Avondale Circle, said she was concerned that adding apartments would stigmatize the neighborhood. She said the Township should wait for the real estate market to improve and attract investors to buy and finish the condominium development.

Juanita Bell, 9867 High Meadow, said she loved her community. She noted that new homes were being built in Brookside and Prospect Pointe. She said adding apartments into the Bromley neighborhood was unfair to the current residents who have made investments and pay association fees to maintain the area.

Karen Cant, 10245 E. Avondale Circle, said she was concerned that the apartments would be rented to students. She said she thought the Township was jumping the gun and taking the first project that came along.

Phillips explained how the proposal came to the Township. He said the Township did not solicit the project. He said Redwood is a business and the owners have the right to propose a development. Pennington described the original Bromley Park Area Plan. He also noted that the Planning Commission is only advisory to the Township Board and that the Township Board makes the final decision.

Residents at 9559 Glenhill, 9771 Ravenshire and 10251 E. Avondale said the plan is not a good fit for the neighborhood and it will drive down housing values.

Dale Patterson, 9642 Wexford, said he was concerned about the walking path.

Perry Kapano, 10257 Avondale, said when he bought his home Pulte (the original developer) told him that houses and condominiums would be built. He asked how low the rents will go if Redwood cannot get the proposed \$1,200 per month. McIvor (Redwood) answered that they have never had to reduce their rents or use Section 8 funds. She did not know how many of the other Redwood developments were situated near low-income housing.

There were questions about putting up a gate to separate the apartments from Bromley Park. There was also a comment that if the apartments were adjacent to Bromley, there would not be as many concerns, but instead it is in the middle and separate from Bromley.

**SUPERIOR CHARTER TOWNSHIP
PLANNING COMMISSION
MAY 27, 2015
PROPOSED MINUTES
Page 5 of 10**

Lillian Newsome, 9635 Wexford, said she would not have bought her house if she knew apartments would be built within the community.

There were no additional public comments.

A motion was made by Phillips and supported by Gardner to close the public hearing. The motion carried with the following vote:

Yes: Brennan, Findley, Gardner, Guenther, McGill, Phillips and Steele
No: None
Absent: None
Abstain: None

2. Deliberation

Rodney Nanney presented the Planner's report dated 5-21-15. He said this was the first step of the proposed development process. He said at this meeting, the Planning Commission is looking at the general concept of the plan and not at engineering issues. He noted that the intended drives are private and will be maintained by the developer. He referred to the standards for area plan review within the zoning ordinance and how the proposed plan did or did not meet the standards. He said the original Bromley Park Area Plan was approved under a previous zoning ordinance and that the current ordinance has stricter standards, including the façade standards.

Nanney said that Section 7.003 (Regulatory Flexibility) of the zoning ordinance allows for the option of Township Board approval of "limited deviations" from specific site design and dimensional standards, subject to Planning Commission review and recommendation. He reviewed the minimum deviations that would have to be added to the area plan for the Planning Commission's consideration. He said the plan is complete except for the items that require regulatory flexibility. Phillips said that not all of the deviations have been identified.

Gardner questioned the compatibility of rental housing with owner-occupied condominium and single-family housing. He said he was concerned with the way the project is nested within the neighborhood. He asked if there were other Redwood development locations where the rental units are totally dependent on a private road system.

Gardner said there are several standards that the area plan must meet and that the Planning Commission must be satisfied have been met. He read the compatibility standard:

**SUPERIOR CHARTER TOWNSHIP
PLANNING COMMISSION
MAY 27, 2015
PROPOSED MINUTES
Page 6 of 10**

Section 7.102(C)(7) Compatibility of land uses. The proposed use(s), mix of housing unit types and densities, or mix of residential and non-residential uses shall satisfy the intent of the proposed Special District, conform to applicable use standards and limitations, and be acceptable in terms of convenience, privacy, compatibility, and similar standards.

McIvor said compatibility was already determined by the Township when they approved the style of dwelling units for Bromley Park. She said the only thing not determined was how the residents paid for their dwelling units. She said Redwood wants to be a good neighbor and is taking over the existing storm water system.

Gardner said the issue of compatibility needs to be satisfied because it was originally approved as condominiums and single-family homes.

Guenther said based on the information presented, he was not concerned about density, layout or design of the proposed development because it appears that generally the plan can meet most of those standards. He said he is concerned about compatibility. He said unlike homeowners, renters are transient and have no ownership interest in the property. He said this is a qualitative difference. He said he was concerned because zoning should protect property rights and residents have a reasonable expectation of such protection when they buy into a subdivision or condominium

Findley asked if Redwood had any rental communities near universities and consequently had experience renting to students. She noted that Redwood cannot discriminate against college students so she questioned how they could avoid renting to them. McIvor said that credit scores and the lack of certain amenities and the inclusion of many restrictions make the apartments, such as Sutton Ridge, unattractive to college students.

Guenther said the Township cannot force Redwood to keep to its business model and cannot prevent them from turning Sutton Ridge into Section 8 housing units. He asked what would happen if there was so much demand for the apartments there became no incentive to maintain them. He cited rental housing in Ann Arbor where the student demand is so high there is no incentive to maintain the property.

McGill asked how Redwood could guarantee they will not lower the rents. A representative from Redwood said if the rents were lowered, the company would not be able to pay its bills. He said Redwood has never been in a situation where it had to reduce the rents.

**SUPERIOR CHARTER TOWNSHIP
PLANNING COMMISSION
MAY 27, 2015
PROPOSED MINUTES
Page 7 of 10**

Findley said the Bromley Park residents were promised a condominium development. Phillips said he had concerns about how it would fit in. He said Redwood has a good reputation and the number of dwelling units will be less than originally planned. He said it was a unique situation and he did not think it was ready for Planning Commission action at this meeting.

McIvor said that Redwood does have a good reputation but she agreed the area plan was not ready for Planning Commission action. She said Redwood would like to meet the Township engineers and planners again. She asked for a postponement of action.

Steele said he shared some of the concerns expressed, but noted there is more regulatory control over the maintenance of rental apartments than there can be over who is going buy the house next door. He asked how many of the Bromley Park condominiums were rented out.

Guenther said he was still concerned about compatibility and noted that the Planning Commission will apply the Zoning Ordinance standards as they are written

3. Action

It was moved by Phillips and supported by Gardner to honor the applicant's request to postpone action on STPC#15-02 Sutton Ridge Area Plan – Amendment to the Bromley Park Area Plan until the Jun 24, 2015 or July 22, 2015 regular meeting of the Planning Commission to allow the applicant time to provide additional information to the Planning Commission.

The motion carried with the following vote:

Yes: Brennan, Findley, Gardner, Guenther, McGill, Phillips and Steele.
No: None
Absent: None
Abstain: None

Chairman Guenther noted the time and requested a motion to extend the Planning Commission meeting after 11:00 p.m. It was moved by Brennan and supported by Findley to continue the Planning Commission meeting past 11:00 p.m. The motion carried.

- A. STPC#15-01 Rezone 6 acres at 3880 Vorhies from R-1 (Single Family Residential) to A-1 (Agricultural)

**SUPERIOR CHARTER TOWNSHIP
PLANNING COMMISSION
MAY 27, 2015
PROPOSED MINUTES
Page 8 of 10**

1. Public Hearing

A motion was made by Gardner and supported by Phillips to open the public hearing. The motion carried with the following vote:

Yes: Brennan, Findley, Gardner, Guenther, McGill, Phillips and Steele
No: None
Absent: None
Abstain: None

Jen Ferris, representing the applicant Lou Ferris, 4000 Vorhies, described the request. She said the property was purchased nine years ago with the intention to grow and sell produce as a community farm not a production farm.

Elizabeth Peacock, 3873 Vorhies, spoke in support of the rezoning.

There were no other comments.

A motion was made by Phillips and supported by Gardner to close the public hearing. The motion carried with the following vote:

Yes: Brennan, Findley, Gardner, Guenther, McGill, Phillips and Steele
No: None
Absent: None
Abstain: None

2. Deliberation

Nanney presented the Planners' report dated 5-19-15. He said he recommended A-2 zoning rather than the A-1 requested. He said with A-2 zoning, the applicant could still use his land in the manner proposed. He noted there was already an A-2 district adjacent to the subject parcel and A-2 was compatible with the area. He said A-1 zoning could be considered spot zoning

Guenther reviewed the Findings of Fact outlined in the Planner's report.

3. Action

A motion was made by Phillips and supported by Gardner that the Superior Township Planning Commission recommends to the Superior Township Board, approval of STPC#15-01, the rezoning of 6 acres at 3880 Vorhies from R-1 to A-

**SUPERIOR CHARTER TOWNSHIP
PLANNING COMMISSION
MAY 27, 2015
PROPOSED MINUTES
Page 9 of 10**

2; finding the change satisfies the required Findings of Fact in Section 18.06 of the Zoning Ordinance and addressed in the Planner's report dated May 19, 2015.

The motion carried with the following vote:

Yes: Brennan, Findley, Gardner, Guenther, McGill, Phillips and Steele.
No: None
Absent: None
Abstain: None

5-9 REPORTS

A. Ordinance Officer

A motion was made by Gardner and supported by Brennan to receive the reports for March-April and April-May. The motion carried.

B. Building Inspector

A motion was made by Findley and supported by Gardner to receive the reports for March and April. The motion carried.

C. Zoning Administrator

A motion was made by Brennan and supported by Steele to receive the report for April. The motion carried.

5-10 OLD BUSINESS

A. STPC#13-09 Master Plan Update – Technology Center Area Plan

Phillips reported that the Administrative staff and the planners have met with some of the owners of property within the proposed Technology Center district. He said due to the late hour, further discussion and review of the plan should be postponed until the next regular meeting of the Planning Commission.

5-11 NEW BUSINESS

There was no New Business.

5-12 POLICY DISCUSSION

**SUPERIOR CHARTER TOWNSHIP
PLANNING COMMISSION
MAY 27, 2015
PROPOSED MINUTES
Page 10 of 10**

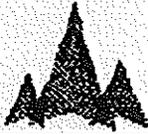
There was no Policy Discussion.

5 -13 ADJOURNMENT

A motion was made by Brennan and supported by Gardner to adjourn at 11:29 p.m. The motion carried.

Respectfully submitted,
David Phillips
Planning Commission Secretary

Deborah L. Kuehn
Recording Secretary
Superior Charter Township
3040 N. Prospect
Ypsilanti, MI 48198 (734) 482-6099



Donald N. Pennington *Land Use Planning And Consulting*
5427 Pine View Drive Ypsilanti, Michigan 48197 734/485-1445 Fax 734/485-0212

AREA PLAN AMENDMENT REPORT
Superior Charter Township Planning Commission
Sutton Ridge Apartments

Original Report: May 21, 2015
Current Report Date: July 16, 2015

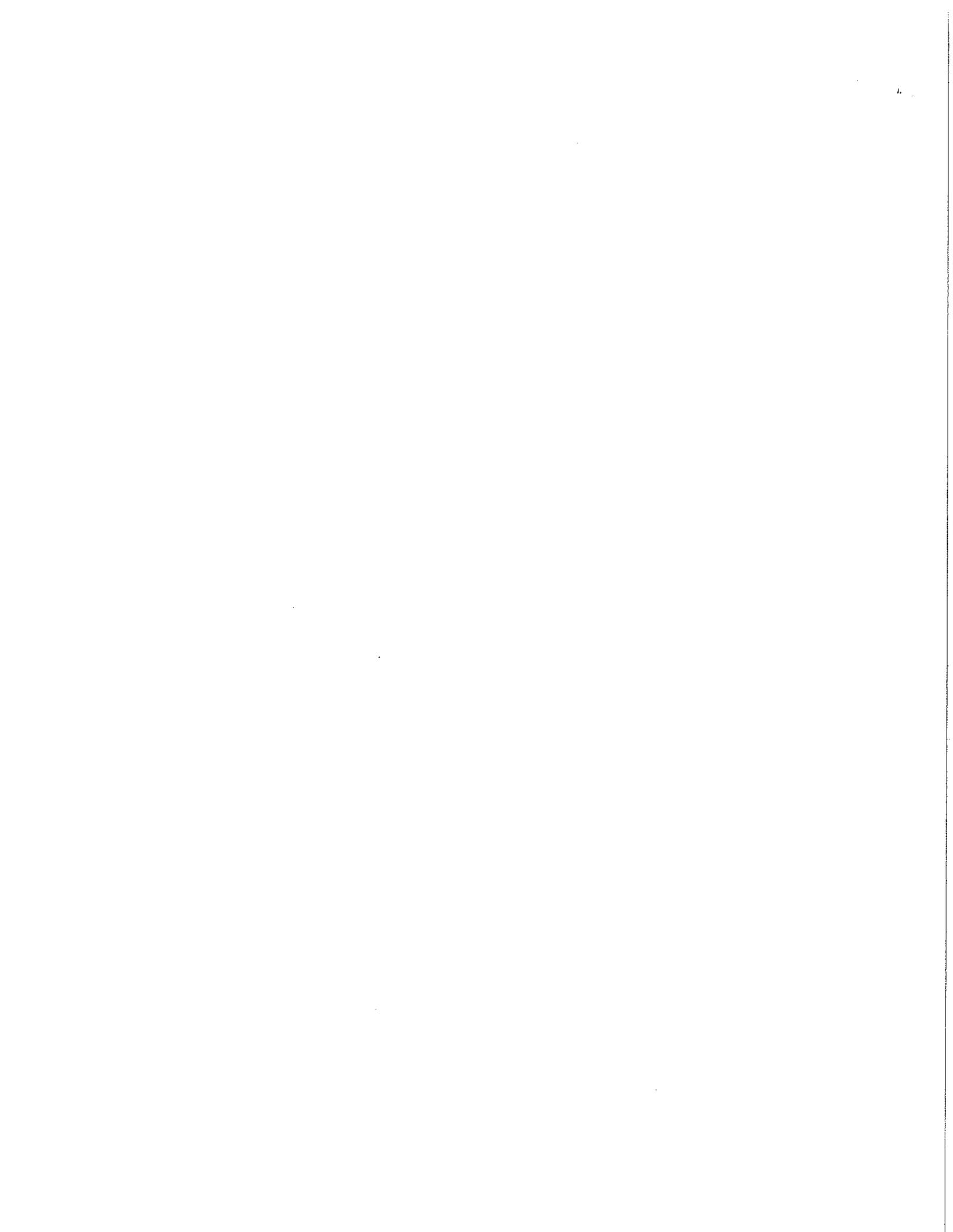
1. Description

- 1.01 Action Requested.** Approval of a major amendment to the approved Area Plan for the unbuilt phases of the Bromley Park Condominiums Planned Community (PC) development on parcel #J-10-35-100-006 to alter the development concept from 135 attached condominium units served by private roads to 126 single-story apartment units with attached garages served by access drives.
- 1.02 Applicant.** Redwood Acquisition LLC, 23775 Commerce Park, Ste. 2, Beachwood, OH 44122.
- 1.03 Owner.** R4 Properties LLC, 10356 Bouldercrest Dr., South Lyon, MI 48178
- 1.04 Location.** Parcel # J-10-35-100-006; 30.77 acres south of Geddes Road and adjacent to the Bromley Park Condominium and Bromley Park Subdivision in the northeast quarter of section 35.

2. Area Plan Review

Section 7.200 (General Standards) includes a set of general conditions that apply to all Special Districts, while Section 7.301 [Planned Community (PC) Special District] includes design and development requirements that apply specifically to PC projects. Other Zoning Ordinance site design standards also apply, except where a deviation is proposed on the Area Plan and accepted by the Township Board. The following review comments on the revised Sutton Ridge Area Plan dated 7/7/2015 are based in part on Section 7.102C (Standards for Petition Review), and are intended to ensure compliance with ordinance standards as the preliminary and final site plans are developed:

- 2.01 Compatibility with the Master Plan.** The Master Plan's Map 6-4 (Future Land Use) shows the subject land to be planned for a mixture of urban residential development. The description of this designation on page 6-21 of the Master Plan includes the following: *"New residential development is expected at a density of four dwelling units per acre and is likely to occur via the Planned Community zoning classification..."* The revised Sutton Ridge Area Plan depicts a residential density of 4.09 units per acre, which is a reduction of one unit from their initial plan, and represents a 7% reduction in residential density from the approved Bromley Park Condominium Phase 2 final site plan density of 4.39 units per acre. The overall density of the combined Bromley Park/Sutton Ridge development would remain consistent with the Master Plan if the proposed Area Plan amendment is approved.



2.02 Ordinance standards. The proposed development is required to conform to all applicable Zoning Ordinance requirements, except for specific deviations accepted by the Township Board as part of Area Plan approval. See our Regulatory Flexibility Report for additional comments on the proposed deviations.

2.03 Circulation and access. The overall development includes a total of three (3) ingress/egress points off Meadhurst Drive, Wexford Drive, and West Avondale Circle, which is consistent with the approved Bromley Park Condominium Area Plan. Private sidewalks are proposed along one side of each internal access drive, along with new public sidewalk along the east side of Meadhurst Drive and south side of Wexford Drive. A pedestrian connection to the Township Park at the southwest corner of the development site is also planned. See our Regulatory Flexibility Report for additional comments.

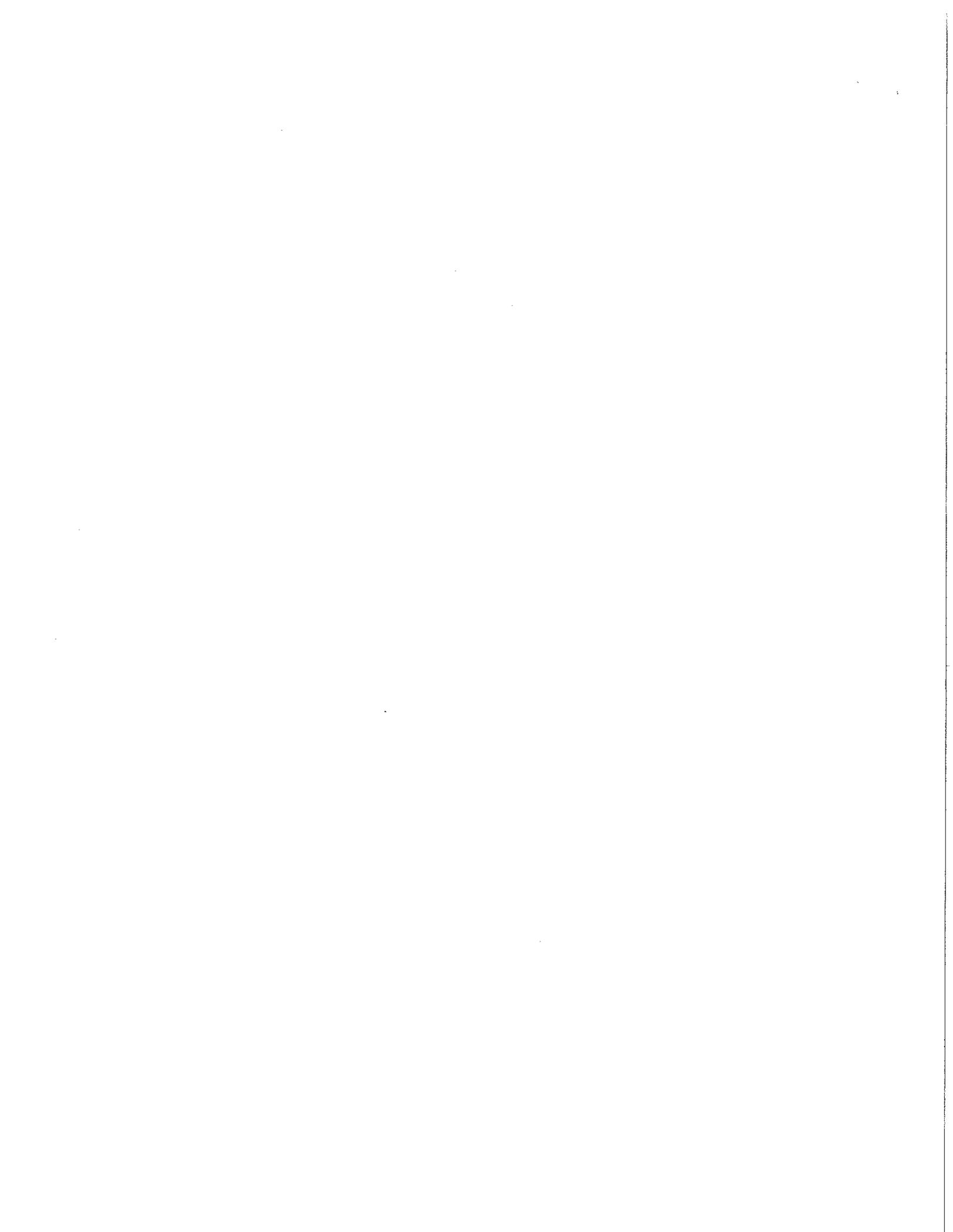
2.04 Public facilities. Public water and sanitary sewer lines and stormwater management facilities are available to serve the proposed development. Site maintenance plans are detailed on page 6 of the supplemental information provided by the applicant.

2.05 Open space. Multiple open space areas are incorporated into the proposed site layout, including both wetlands and upland areas, as depicted on sheet L-1. The total area of open space within the development is further described in the "Area Plan Table" on the cover sheet. The following comments apply to the proposed open space elements and data:

- (1) The total open space area listed on the cover sheet is misleading, as it appears to subtract out only the footprint area of the proposed buildings, rather than the planned land area for all structures, access improvements, and other impervious surfaces. The actual percentage of open space within the proposed development, as depicted on sheet L-1, appears to be closer to 25% of the total acreage. However, this should be verified by the applicant in a revised Area Plan table.
- (2) The proposed locations and arrangement of planned open space within the development is consistent with the requirements of Section 7.203 (Open Space Regulations).
- (3) Per Section 5.206A.3. (Recreation Areas), *"Passive or active recreation areas (such as seating areas, playgrounds, swimming pools, walking paths and other recreational elements) shall be provided [as part of any multiple-family development in the Township] in accordance with the intended character of the development. Such areas shall be centrally and conveniently located to be physically and visibly accessible to residents, and shall not be located within any required yard setbacks or required building separation areas."*

Recreation improvement details are not required to be included on the Area Plan, but will be required to be shown on the preliminary and final site plans for the development.

2.06 Parking and loading. The revised Area Plan includes resident parking in the garages and driveways of the proposed units, along with some additional guest parking adjacent to the internal access drives. The following comments are based



upon the applicable requirements of Article 8.0 (Off-Street Parking...):

- (1) The proposed garage and driveway parking is sufficient to satisfy the minimum requirements for multiple-family development specified in Section 8.05 (Schedule of Off-Street Parking Requirements).
- (2) The proposed guest parking is not consistent with Section 8.06 (Design Requirements...). The proposed parking for the leasing office attached to building "G" creates an unacceptable gap in the sidewalk along the internal access drive, and is also not consistent with Section 8.06. See our Regulatory Flexibility Report for additional comments.
- (3) The guest parking shown near the intersection of drives "B" and "C" may inhibit visibility at this pedestrian crossing.

2.07 Preservation of natural features. The proposed layout generally follows the Bromley Park Condominium Area Plan layout related to preservation of natural features, with one significant exception. The Bromley Park plans included preservation of a significant landmark tree on the site (labeled on sheet C3.0 as "Wetland M"). However, this tree has since died, so the proposed plans do not include protection of this area. Several other small wetland pockets along the west side of the site are also proposed to be filled per applicable requirements.

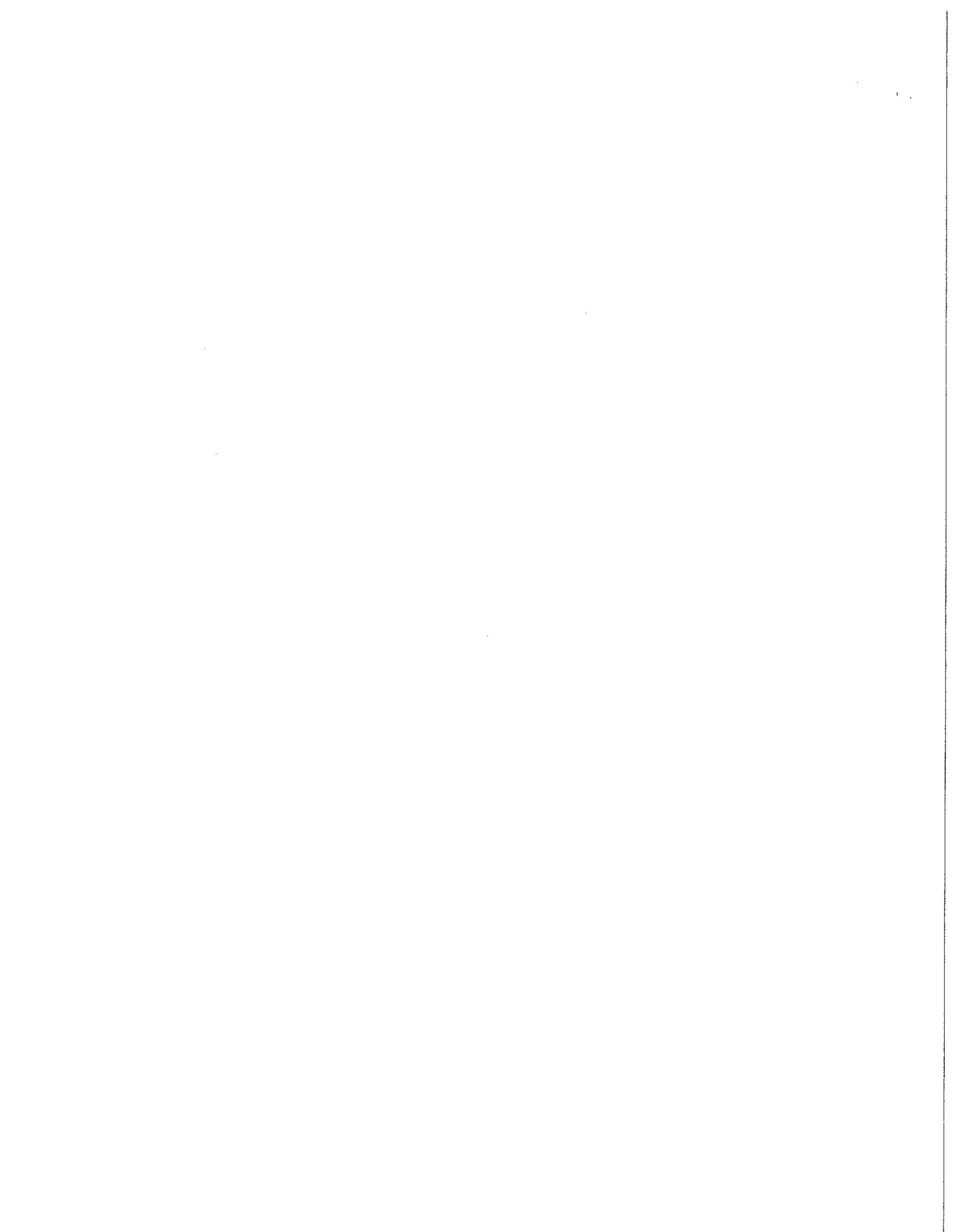
2.08 Building layout and design. The proposed building layout is generally consistent with the approved Bromley Park Condominium Area Plan. The revised building designs depicted on sheets A1.1 through A1.4 consist of ranch-style attached units clad with vinyl siding, premium vinyl shakes, and stone veneer. Section 14.09B (Residential Building Exteriors) limits the area of vinyl, aluminum or steel siding to 50% of the total area of the front and side dwelling elevations.

The revised elevations include expanded areas of stone veneer on all of the proposed buildings. A separate "*masonry façade calculations*" document has been provided by the applicant's architect to confirm that the areas of proposed vinyl siding for each building are less than 50% of the total façade area. The calculations appear to be consistent with Section 14.09B, but will be subject to further review and final action as part of the site plan review process.

2.09 Area Plan information requirements. The revised Area Plan conforms to the minimum requirements of Section 10.07 (Required Site Plan Information), with two minor exceptions as noted below:

- (1) Each proposed open space area is not specifically outlined and dimensioned on sheet L-1. This item of information is not necessary to confirm compliance with applicable ordinance requirements, but would be helpful to verify the accuracy of open space data listed on the cover sheet.
- (2) The general areas of cutting and filling are not specifically identified on the sheet C3.0. However, this parcel was previously graded as part of the Bromley Park Condominium development, and the notes on sheet C3.0 indicate the limited areas where additional grade changes are planned.

As noted in Section 10.07, an item of required information not applicable to the project may be omitted from the plan, subject to Planning Commission acceptance.



3. Compatibility

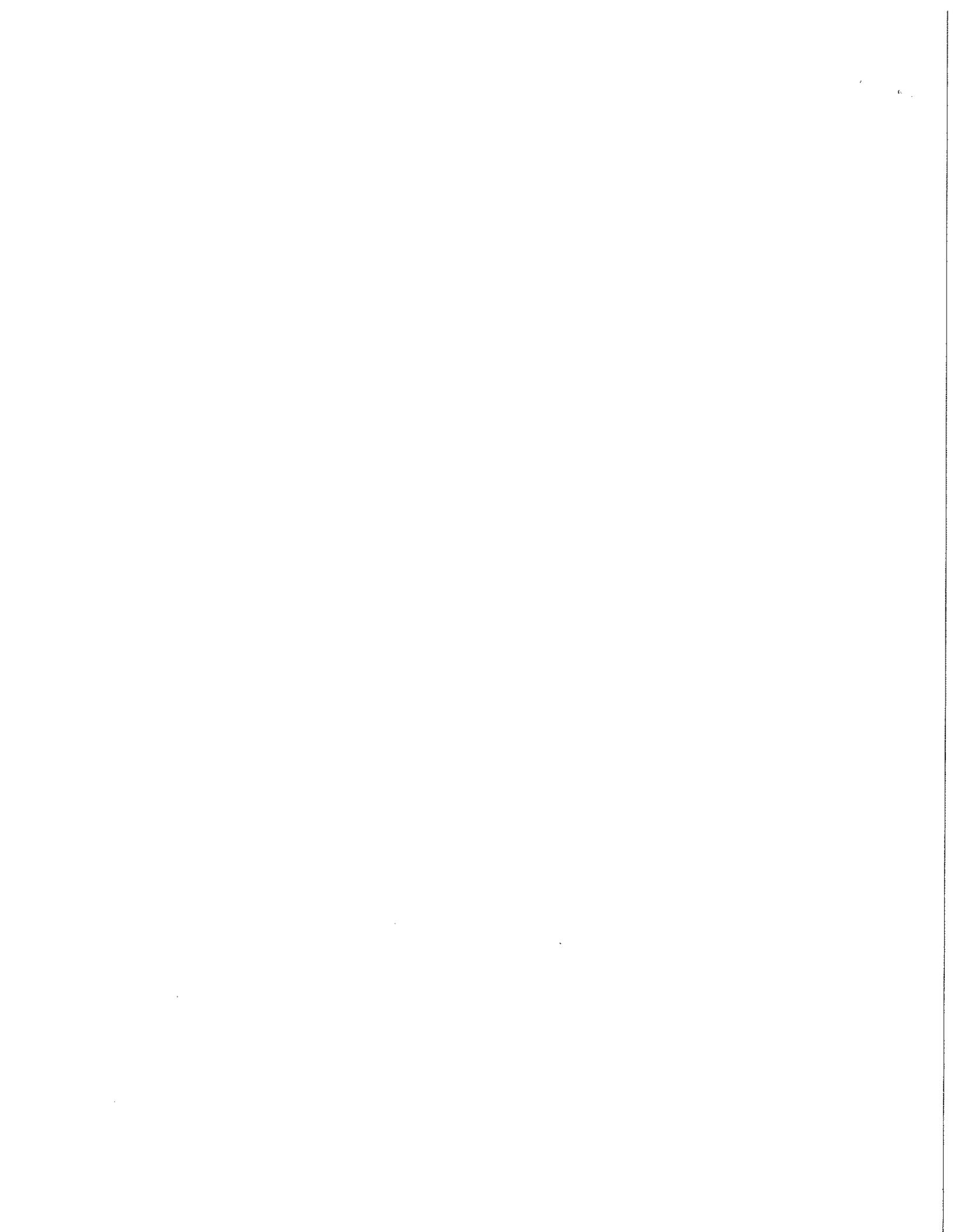
The potential compatibility of the proposed Sutton Ridge development with the adjacent Bromley Park Subdivision was a topic of substantial concern during the public hearing. The importance of compatibility between land uses is also reflected in the following additional review criteria listed in Section 7.102C (Standards for Petition Review):

3.01 Location and layout. Section 7.102C.6. requires that *“The location of the proposed uses, layout of the site, and its relation to streets giving access to it, shall be such that traffic to, from, and within the site, and assembly of persons in connection therewith, will not be hazardous or inconvenient to the project or the neighborhood.”*

- (1) Based on the similarity in dwelling unit design, the amount of traffic associated with the proposed Sutton Ridge development is not anticipated to exceed the amount that would have been generated by the Bromley Park Condominium Phase 2 development, as depicted on the approved final site plan for that project.
- (2) The existing public roads in the neighborhood and access to Geddes Road were designed to accommodate a development of similar intensity and impact to that proposed by the applicant.
- (3) If an adequate internal pedestrian network is provided within the Sutton Ridge development in a manner that connects to and completes missing links in the adjacent public sidewalk network, the proposed development can be compatible with the neighborhood in terms of pedestrian access.

3.02 Compatibility of land uses. Section 7.102C.7. requires that, *“The proposed...mix of housing unit types and densities...shall satisfy the intent of the proposed Special District, conform to applicable use standards and limitations, and be acceptable in terms of convenience, privacy, compatibility, and similar standards.”* Section 7.102C.8. also addresses the compatibility issue by requiring that *“noise, odor, light, or other external effects from any source whatsoever, which is connected with the proposed use, will not adversely affect adjacent and neighboring lands and uses.”* The following compatibility-related findings should be considered:

- (1) The general character and layout of the proposed development is consistent with the approved Bromley Park Condominium Area Plan.
- (2) Extensive landscaping is proposed along the common lot boundary with the adjacent Bromley Park Subdivision to minimize visual impacts from the Sutton Ridge project. Because all existing and proposed land uses in the area are residential, an additional transition buffer area is not required.
- (3) A *“condominium”* is not a land use per se, but rather is a means by which real property is divided into individual units, where ownership and occupancy are governed by deeds. In a similar way, *“rental apartment”* describes occupancy of individual residential units governed by leases. While the change from a condominium development and other proposed site alterations would constitute a major change from the approved Bromley Park Condominium Area Plan, the types of residential land uses are similar in character, appearance, and potential impact.



(4) As defined in Article 17.0 (Definitions), both the existing Bromley Park Condominium and proposed Sutton Ridge dwelling units would be considered to be “attached townhouses,” or what the approved Bromley Park Condominium Area Plan referred to as “attached single-family dwellings.”



(5) As noted on page 11 of the supplemental information provided by the applicant, the existing homes and condominium units in Bromley Park can be leased, just as the Sutton Ridge units are proposed to be.

Existing Bromley Park condominium units (top), as compared to an example of Redwood's proposed rental units (below).

(6) At the Township's suggestion, the applicant has included their rules and regulations for tenant behavior as an exhibit on sheet C5.0 of the revised Area Plan. If accepted by the Township Board as part of an Area Plan approval, these standards (which address noise, cleanliness, maintenance, parking, and other conduct-related conditions) would apply to the property, regardless of future ownership changes.

(7) As noted by the applicant, these lease addendum standards are more restrictive, as compared to the existing Bromley Park Condominium bylaws, and are designed to ensure an “atmosphere of peace and quiet.”

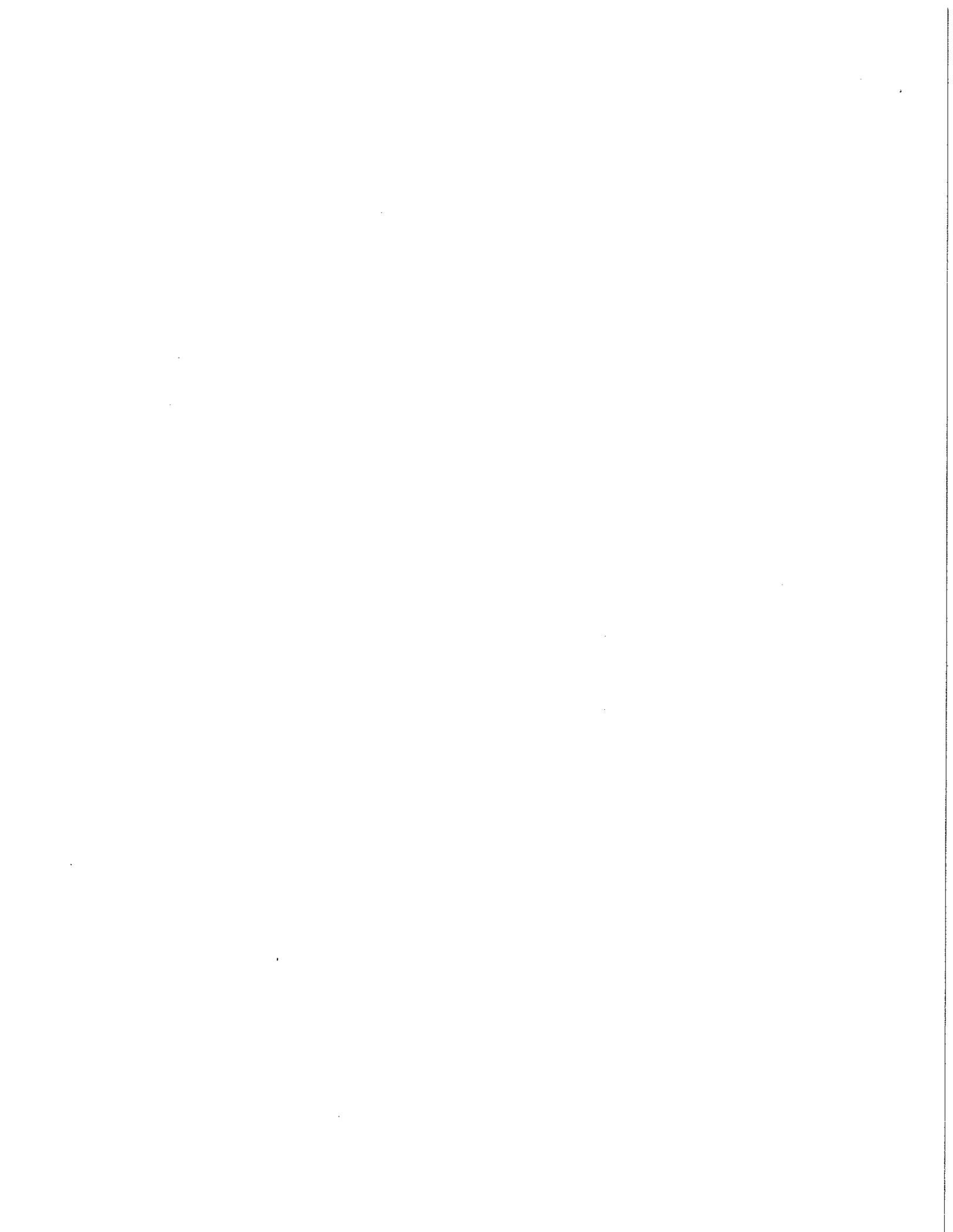
4. Other Considerations

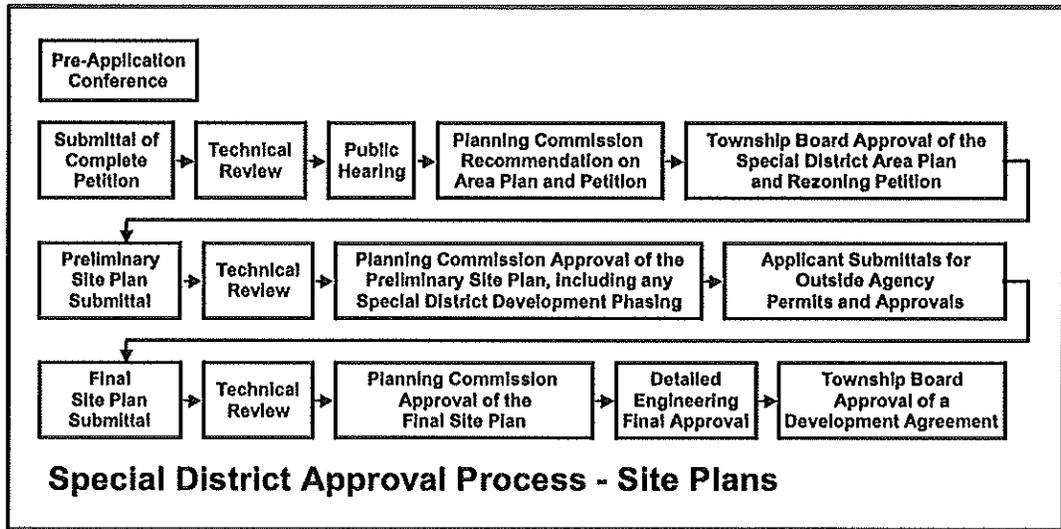
4.01 Scope of Area Plan approval. Section 7.102D (Effect of...Area Plan Approval) limits the scope of PC Area Plan approval to include only the following elements:

- acceptance of the overall development concept and any requested deviations from Zoning Ordinance requirements;
- general site layout;
- conceptual building design and location(s);
- preliminary street network;
- permitted land uses; and
- range of dwelling types, and maximum number of permitted dwelling units.

Other elements shown on the Area Plan, such as landscaping improvements and detailed building elevations, may be evaluated as part of Area Plan review, but are not “set in stone” by Area Plan approval.

4.02 Planned Community approval process. The following flowchart taken from Article 7.0 (Special District Regulations) summarizes the approval process for this type of development:

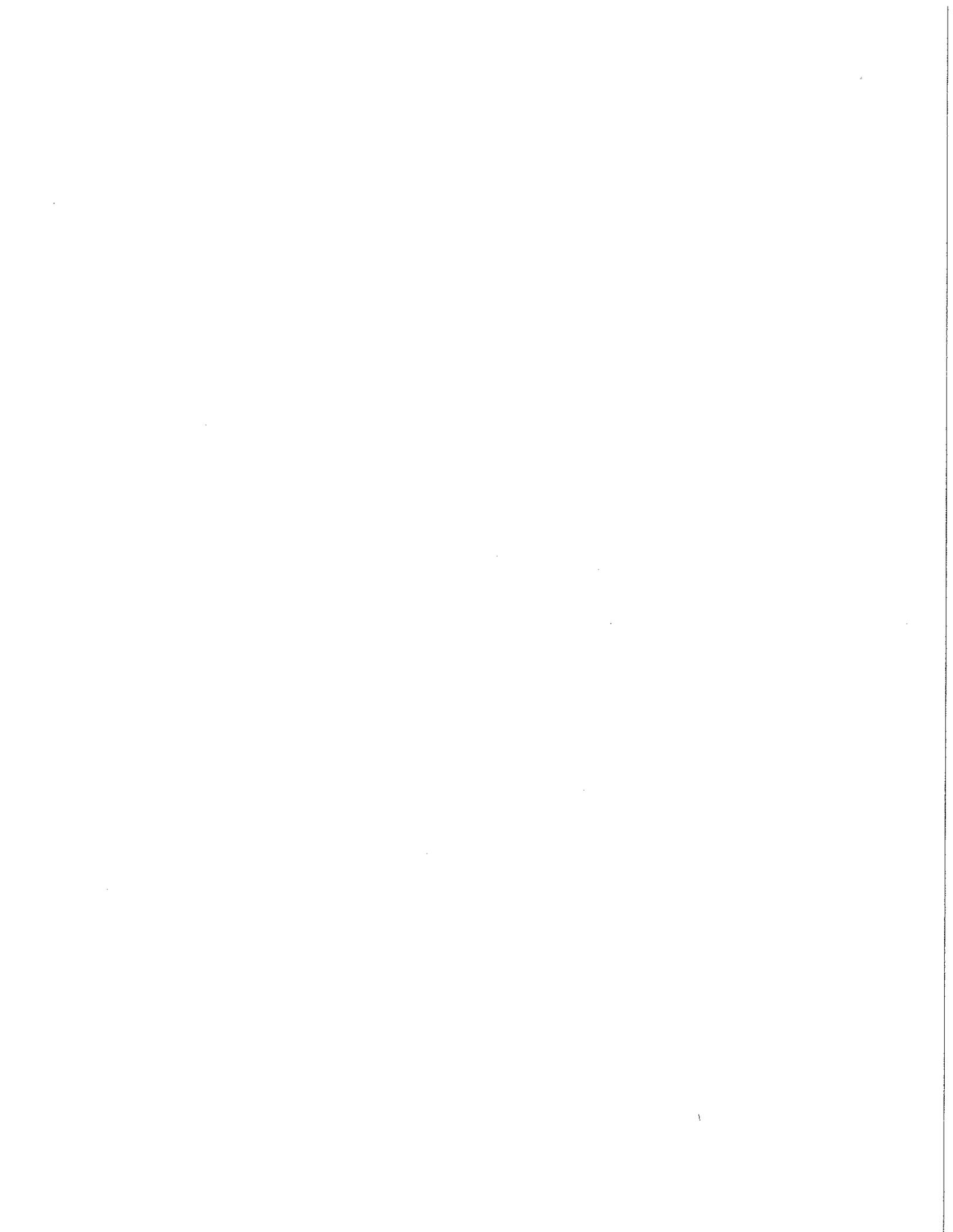




- (1) As noted in the flowchart, Area Plan approval is only one of the early steps in the review process. If approved, detailed site plan and engineering reviews would follow.
- (2) The following information is offered in response to some questions have arisen about the relationship of the Area Plan to any development agreement associated with the project or property:
 - An approved Area Plan becomes part of the zoning of the property, defining the list of allowable land uses in the PC development.
 - A development agreement is a voluntary contract between the Township Board and the developer. As noted in the flowchart, this is the last step in the development approval process.
 - Per Section 14.03 (Development Agreement), the contents of this voluntary contract typically address the details of construction, including performance guarantees, timing of development activities, and other issues of mutual concern. Planned land uses may be noted in the development agreement, but this should not supersede the authority of the Area Plan and Zoning Ordinance to govern permitted uses in the development.
 - The Township Attorney has confirmed in his 7/8/2015 letter that the existing Bromley Park Condominium development agreement remains in effect for this parcel, including any commitments associated with the Bromley Park Community Association.

5. Conclusion

The revised Sutton Ridge PC Area Plan dated 7/7/2015 is substantially complete, and is ready for Planning Commission review. The conceptual land use arrangement, range of dwelling units, and proposed dwelling unit density depicted on the Area Plan are generally acceptable, based upon applicable Master Plan policies and Zoning Ordinance standards. We recommend that the following be addressed by the Planning Commission as part of review, deliberation, and action on the application:



- 5.01 Any action on this application by the Planning Commission should be in the form a motion to recommend to the Township Board approval, denial or approval with conditions.
- 5.02 The Planning Commission should also make recommendations to the Board regarding acceptance or rejection of each of the proposed Zoning Ordinance deviations noted on the Area Plan's cover sheet.
- 5.03 Separate motions may be made regarding the proposed deviations and the Area Plan amendment, or these recommendations may be combined into one motion.
- 5.04 Per section 7.102A.6., reasonable conditions may be required by the Township Board as part of Area Plan approval to *“ensure that public services and facilities affected by a proposed land use or activity will be capable of accommodating increased service and facility loads caused by the land use or activity; to protect the natural environment and conserve natural resources and energy, to ensure compatibility with adjacent uses of land; and to promote the use of land in a socially and economically desirable manner.”*

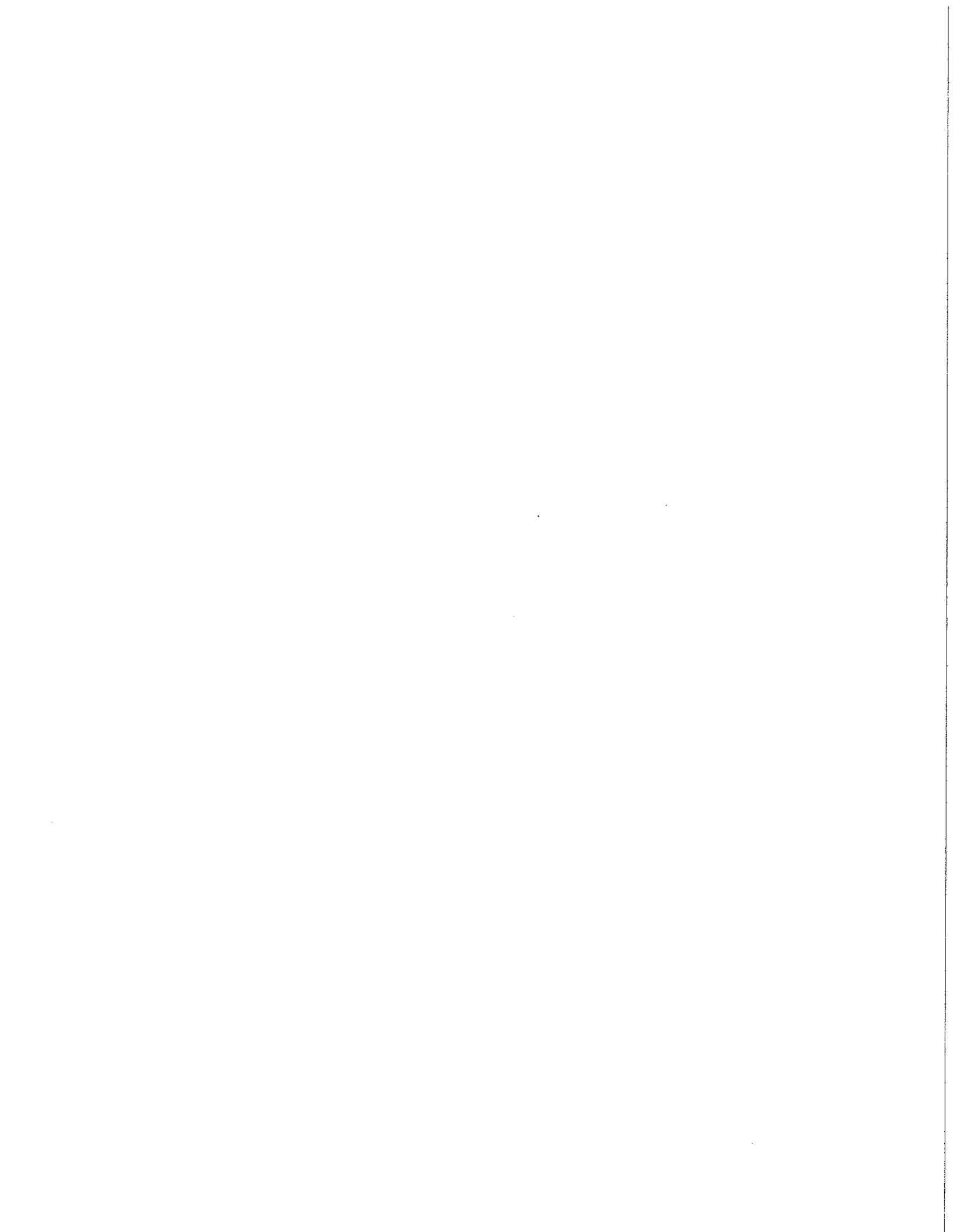
If the Planning Commission recommends approval of the proposed Area Plan to the Township Board, the following minimum recommended conditions should be incorporated into the motion:

- All items identified in the reports of the Township Engineer dated 7/15/2015 and Township Planner dated 7/16/2015 shall be satisfactorily resolved by the applicant on an updated, “as approved” Area Plan.
- All necessary site design changes associated with final Township Board approval or denial of requested Zoning Ordinance deviations shall also be satisfactorily resolved by the applicant on an updated, “as approved” Area Plan.
- The “as approved” Area Plan shall be subject to administrative review by the Township Engineer and Township Planner to confirm compliance with applicable ordinance requirements and conditions of approval, prior to submittal of any preliminary site plans for this development.

Respectfully submitted,

Donald N. Pennington
Rodney C. Nanney, AICP
Land Use Planning Consultants

This report is made to the Planning Commission, and is the property of Superior Charter Township. The report addresses the completeness of the application and issues of concern. While reports may be provided to applicants and may be helpful to them, the report is not generated for the applicant and does not necessarily address all items that may be raised by the Commission or required by the Zoning Ordinance. The report is not binding upon the Township, and final authority to determine all matters, including completeness of application, remains with the Planning Commission. In all cases, it is the responsibility of the applicant to carefully review the Zoning Ordinance and Master Plan, and to ensure that all requirements have been met.





Donald N. Pennington Land Use Planning And Consulting

5427 Pine View Drive Ypsilanti, Michigan 48197

734/485-1445 Fax 734/485-0212

AREA PLAN - REGULATORY FLEXIBILITY REPORT

Superior Charter Township Planning Commission

Sutton Ridge Apartments

Report Date: July 16, 2015

1. Description

1.01 Action Requested. Approval of eight (8) requested deviations from specific development-related Zoning Ordinance requirements associated with a major amendment to the approved Area Plan for the unbuilt phases of the Bromley Park Condominiums Planned Community (PC) development on parcel #J-10-35-100-006 to alter the development concept from 135 attached condominium units served by private roads to 126 single-story apartment units with attached garages served by access drives.

1.02 Applicant. Redwood Acquisition LLC, 23775 Commerce Park, Ste. 2, Beachwood, OH 44122.

1.03 Owner. R4 Properties LLC, 10356 Bouldercrest Dr., South Lyon, MI 48178

1.04 Location. Parcel # J-10-35-100-006; 30.77 acres south of Geddes Road and adjacent to the Bromley Park Condominium and Bromley Park Subdivision in the northeast quarter of section 35.

2. Review of Proposed Ordinance Deviations

Section 7.003 (Regulatory Flexibility) allows for the option of Township Board approval of "limited deviations" from specific Zoning Ordinance standards. However, this Section is not intended to serve as a means by which to waive whole sections of the Zoning Ordinance, or to authorize development that is not consistent with that envisioned by the Township Master Plan. Permitted deviations are required to "result in a higher quality of development than would be possible without the deviation."

The applicant has identified a total of eight (8) proposed ordinance deviations. Our comments on each request follow:

#	Requested Deviation(s)
1	<p>Section 5.206A.1.b. (minimum side-to-side separation distance)</p> <p>Comments: The requested four-foot deviation is minimal, and would have no adverse impact on the site design or relationship of the proposed buildings to neighboring land uses. The proposed deviation would facilitate the inclusion of additional variation in the mix of dwelling unit types, and in the building façade of proposed building "B." We have no objection from a planning perspective to approval of deviation #1.</p>

#	Requested Deviation(s)
2	<p data-bbox="357 258 1209 289">Section 5.206A.1.c. (minimum rear-to-rear separation distance)</p> <p data-bbox="357 317 1404 531">Comments: The requested three-foot deviation is minimal, and would have no adverse impact on the site design or neighboring land uses. The proposed 42-foot separation between buildings "G" and "L" is an improvement from the original planned 35-foot separation distance shown between the equivalent buildings on the approved Bromley Park Condominium final site plan at this location. <u>We have no objection from a planning perspective to approval of deviation #2.</u></p>
3	<p data-bbox="357 552 820 583">Section 7.201A (Vehicular Access)</p> <p data-bbox="357 611 1404 863">Comments: Rather than the private streets shown on the approved Bromley Park Condominium final site plan, the applicant has proposed a network of internal drives to provide access to individual dwelling units, similar to the arrangement that would be acceptable for apartment developments in the R-7 (Multiple-Family Residential) zoning district. Some guest parking is proposed along the internal access drives in an arrangement that would not be possible if internal vehicular access is provided via public or private streets (see deviation #7).</p> <p data-bbox="357 884 1404 1020">The proposed vehicular access may be more convenient and cost effective for the developers, but it does not add to the character of the development or "<i>result in a higher quality of development than would be possible without the deviation</i>" (Section 7.003.5.). <u>We recommend that deviation #3 be rejected.</u></p>
4	<p data-bbox="357 1045 820 1077">Section 7.201B (Pedestrian Access)</p> <p data-bbox="357 1104 1404 1356">Comments: This provision of the general standards for all Special Districts effectively requires that a sidewalk be provided along both sides of internal streets and access drives to provide pedestrian access to "each lot or principal building" in the development. The applicant has proposed to provide internal sidewalks along only one side of the internal access drives, which would reduce development costs but would not add to the development's character or result in a higher quality of development. <u>We recommend that deviation #4 be rejected.</u></p>
5	<p data-bbox="357 1381 1242 1413">Section 7.201F.6.a. (Meadhurst Dr. perimeter open space setback)</p> <p data-bbox="357 1440 1404 1650">Comments: A minimum 50-foot wide area of perimeter open space is required adjacent to the short section of Meadhurst Dr. public road that was part of phase 1 of the Bromley Park Condominium development. A note on sheet C4.1 indicates that the applicant plans to seek an abandonment of this short section of public road right-of-way in favor of a private easement that would maintain access to the Bromley Park community pool.</p> <p data-bbox="357 1671 1404 1959">A building was shown on the approved Bromley Park Condominium final site plan at this location, when the property was part of a larger development. The proposed deviation would permit building "K" to remain at its proposed location, whether the public road stub is abandoned or not. Otherwise the proposed building would have to be substantially altered or eliminated from the plan. <u>We have no objection from a planning perspective to approval of deviation #5, provided that a minimum 25-foot long space for parking in the driveway between the sidewalk and garage door is provided for each unit in building "K."</u></p>

#	Requested Deviation(s)
6	<p>Section 7.201F.6.b. (Bromley Park Subdivision perimeter open space setback)</p> <p>Comments: The perimeter open space setback area adjacent to the Bromley Park Subdivision will be required by the Zoning Ordinance to be substantially landscaped to create an effective visual buffer between the multiple-family and single-family residential land uses. Since only minimal plantings are permitted within the utility easements, the applicants were directed to measure this setback area from the edge of the existing drain easement, rather than the property line.</p> <p>Decks, patios, and similar structures and improvements are not permitted within this open space setback area, so the proposed deviation would be greater than proposed on the Area Plan, and would extend further to include unit #18. Without the requested deviation, the configuration or location of building "C" and the associated rear decks/patios for units #18-21 would have to be altered.</p> <p>The proposed deviation would be more convenient for the developer, but would restrict space for landscape improvements, and would not add to the development's character or result in a higher quality of development. <u>We recommend that deviation #6 be rejected.</u></p>
7	<p>Section 8.06E.3. (parking space ingress/egress)</p> <p>Comments: This provision of the general parking standards prohibits the creation of parking spaces that would require a motorist to back out directly onto a street. The applicant has proposed to provide some guest parking along the internal access drives in an arrangement that would not be possible if developed as private streets (see deviation #3).</p> <p>More importantly, the same safety concerns would apply whether the internal vehicular access for this development is provided by public or private streets, or by the proposed internal access drives. This is particularly true on "Drive B" where the proposed guest parking spaces between units #57-58 and #78-79 are offset in a manner that creates additional potential vehicle maneuvering conflicts.</p> <p>The proposed parking arrangement would reduce development costs, but would not add to the development's character or result in a higher quality of development. <u>We recommend that deviation #7 be rejected.</u></p>
8	<p>Section 7.201C (Design and Construction of Streets)</p> <p>Comments: This provision of the general standards for all Special Districts requires that all internal streets "<i>be designed and constructed according to established standards for public streets, unless a deviation is approved.</i>" The proposed internal access drive "<i>concrete drive cross-section</i>" is depicted on sheet C5.0, along with the Washtenaw County Road Commission's typical medium density residential road cross-section.</p> <p>The applicant has not provided any supporting information to demonstrate that their proposed alternative design is superior to the Township's established standards, or that the alternative would "<i>result in a higher quality of development than would be possible without the deviation</i>" (Section 7.003.5.). <u>We recommend that deviation #8 be rejected.</u></p>

3. Conclusion

Section 7.003 (Regulatory Flexibility) allows for the option of Township Board approval of limited deviations that would result in a higher quality of development than would be possible without the deviation. Of the eight (8) requested deviations from the site design and development standards of the Zoning Ordinance, we have no objection from a planning perspective to approval of deviations #1 and #2, and approval of a modified deviation #5; all as described in our report.

We recommend rejection of the requested deviations #3, #4, #6, #7, and #8, which do not appear to satisfy the criteria for granting the requested regulatory flexibility.

Respectfully submitted,

Donald N. Pennington
Rodney C. Nanney, AICP
Land Use Planning Consultants

This report is made to the Planning Commission, and is the property of Salem Township. The report addresses the completeness of the application and issues of concern. While reports may be provided to applicants and may be helpful to them, the report is not generated for the applicant and does not necessarily address all items that may be raised by the Commission or required by the Zoning Ordinance. The report is not binding upon the Township, and final authority to determine all matters, including completeness of application, remains with the Planning Commission. In all cases, it is the responsibility of the applicant to carefully review the Zoning Ordinance and Master Plan, and to ensure that all requirements have been met.

Lucas Law, PC

Attorneys:

Frederick Lucas

Victor Lillich

Of Counsel:

R. Scott A. Baker

Offices:

Lenawee County

Washtenaw County

July 8, 2015

Mr. Tyler D. Tennent
Attorney at Law
Dawda Mann
39533 Woodward Avenue, Suite 200
Bloomfield Hills, MI 48304

Re: Superior Charter Township

Dear Mr. Tennent:

A copy of your letter to the Richard Batt of Redwood Acquisition LLC was forwarded to me by David Phillips, the clerk for Superior Charter Township. In this letter you correctly state that we spoke on June 15, 2015 and that at that as township attorney, I "took no position contrary to the matters discussed above, including whether rentals were incompatible with adjacent uses under the Township Zoning Ordinance. In fact, we both generally agreed that the Township probably cannot, from a legal perspective, regulate how property interests are conveyed (including leasing) under the circumstances."

While your statement that, at the time of our conversation, I took no position contrary to the matters contained in your letter is true, it is equally true that I took no position in support of your position. At the time of our phone call, I had not yet received or reviewed the master deed or the development agreement ("DA") that was executed in connection with the approved area plan.

Since that date I have had an opportunity to review both documents and have some serious questions about the ability of your client to develop this parcel for apartments. My concern is as follows.

The DA covering the Bromley Park development was executed by the Township, the developer and the owner on September 3, 2002. This DA controls the development of the property identified in the agreement.

Paragraph A of the recital identifies the land covered by the DA:

"WHEREAS, the Developer desires to develop a residential condominium to be known as "Bromley Park Condominium" (hereinafter referred to as the "Development") upon an overall parcel size totaling approximately 50.71 acres, which real property is described on Exhibit "A" attached hereto and made a part of this Agreement; said property being located on the south side of Geddes Road, east of Harris Road. Phase I of the Development constitutes 19.94 acres and will contain up to 93 residential units, and Phase II of the Development constitutes 30.77 acres and will contain up to 135 residential units. Phases I and II are separately described on Exhibit "B" attached hereto;"

Paragraph 1.3 of the DA incorporates by attachment the approved final site plan for the development. These plans provide for certain amenities, some of which your client does not intend to build in connection with its project.

Paragraph 1.5 provides that the DA runs with the land:

"Agreement Running with the Land. The terms, provisions and conditions of this Agreement shall be deemed to be of benefit to the Development described herein, shall be deemed a restrictive covenant which shall run with the land and be binding upon and inure to the benefit of the parties, their successors and assigns; and may not be modified or rescinded except as may be agreed to in writing by the Township, the Developer and/or their respective successors and assigns. This restrictive covenant shall be incorporated by the appropriate executed instruments into the title of the Development. Anything to the contrary herein notwithstanding, no person who is neither a party hereto or the successor or assignee of a party shall be deemed an intended contractual beneficiary of this Agreement or have the right to commence any lawsuit or proceeding to enforce this Agreement or any portion thereof."

Paragraph 2.1 identifies the permitted principal uses within the Development:

"Permitted Principal Uses. The only permitted principal use within the Development shall be attached single-family dwelling units and permitted accessory buildings as depicted on the Township's approved final site plan."

Finally, paragraph 3.1 specifies the manner and the authority to modify the terms of the DA:

"Modifications. This Agreement may not be modified, replaced, amended or terminated without the prior written consent of the parties to this Agreement. Until all rights and responsibilities under this Agreement are transferred to the Association, Developer and the Township shall be entitled to modify, replace,

Mr. Tyler D. Tennent
July 8, 2015
Page 3

Lucas Law, PC

amend or terminate this Agreement, without requiring the consent of any other person or entity whatsoever, regardless of whether such person has any interest in the Development, including unit owners, mortgagees and others. After all rights and obligations under this Agreement are transferred to the Association, the Association, the Township and the Developer (but only so long as the Developer owns and offers for sale any residential unit in the Development) shall be entitled to modify, replace, amend or terminate this Agreement.”

Given that the DA covers the land which your client proposes to develop with apartments, and given that the use of the property for apartments is contrary to the use permitted in the DA and that your client's plans call for the elimination of certain amenities that were included final site plan, your client must first seek a modification of the DA agreement before the Township can approve any changes to the area plan.

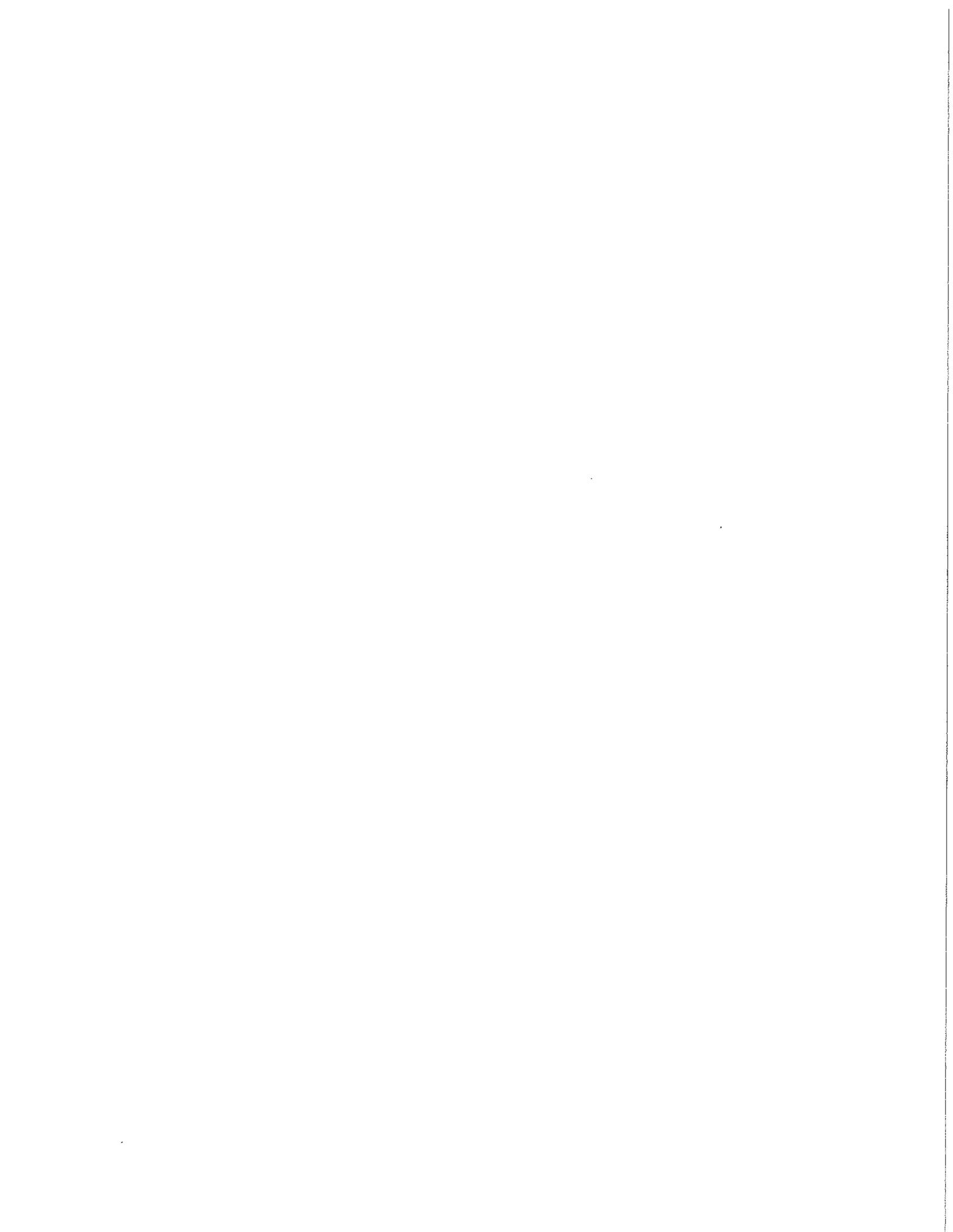
Further, it is my understanding that the rights and responsibilities of the developer have been transferred to the Condominium Owners Association (“COA”). Consequently, even if the Township were to consent to the modification of the DA, which to this point it has not, any modification of the DA would require the approval of the COA and there is no indication it has consented to any modification.

Sincerely,

LUCAS LAW, PC

Frederick Lucas
Attorney at Law

cc: David Phillips





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**SUPERIOR CHARTER TOWNSHIP
DEVELOPMENT AGREEMENT
BROMLEY PARK CONDOMINIUM**

THIS DEVELOPMENT AGREEMENT ("Agreement") is entered into as of the 3rd day of September, 2002, by and between Bromley Park Condominiums, LLC, a Michigan limited liability company, whose address is 2025 W. Long Lake Road, Suite 104, Michigan 48098 ("Developer"), and the Charter Township of Superior, whose address is 3040 N. Prospect Road, Ypsilanti, Michigan 48198 (the "Township").

RECITALS

- A. WHEREAS, the Developer desires to develop a residential condominium to be known as "Bromley Park Condominium" (hereinafter referred to as the "Development") upon an overall parcel size totaling approximately 50.71 acres, which real property is described on Exhibit "A" attached hereto and made a part of this Agreement; said property being located on the south side of Geddes Road, east of Harris Road. Phase I of the Development constitutes 19.94 acres and will contain up to 93 residential units, and Phase II of the Development constitutes 30.77 acres and will contain up to 135 residential units. Phases I and II are separately described on Exhibit "B" attached hereto; and
- B. WHEREAS, the Developer desires to develop Phase I pursuant to the Superior Township Zoning Ordinance No.134 and according to the provisions of the Condominium Act, Act 59 of the Public Acts of 1978, as amended and pursuant to the authority granted by Section 141 of the Condominium Act.
- C. WHEREAS, the Developer desires to build all necessary on-site infrastructure for Phase I, such as, but not limited to, water mains, sanitary sewers, storm sewers, drainage facilities, roads, sidewalks, curbs and gutters where shown on the approved Land Improvement Plans and detention facilities if shown on the approved Land Improvement Plans, without the necessity of special assessments by the Township; and
- D. WHEREAS, the Developer desires to install the unit grading and soil erosion and sedimentation control improvements proposed on the construction plans in order to facilitate the drainage of storm water from Phase II in such a manner as is not expected to result in damage to any adjacent



property outside of the Development or any adjacent lot within Phases I or II from an increase in the flow of storm water or decrease in water quality of storm water from the Development; and

E. WHEREAS, agreements, approvals, and conditions agreed to by the Developer and the Township remain in effect, including, but not limited to, conditions of all approvals by the Township regarding zoning and final site plan approval for the entire Development and permits that may have been issued by appropriate governmental review agencies for the subject site; and

F. WHEREAS, on March 13, 2002, the Township's Planning Commission passed a motion to approve the final site plan for Phase I of the Development contingent upon:

"...the petitioner meeting all of the concerns raised in the consultants' reports and in administrative review, submission of revised detention calculations on the site plan, submission of details of all entrance signs and overhead lighting of signs if desired, notation on the plan that all street lighting is shielded, and that every effort be made to save tree #511."

G. WHEREAS, having determined that all of the conditions of final site plan approval had been satisfied as determined by Township Consultants as previously referenced in the Planning Commission of March 13, 2002 motion and the parties having therefore determined that the date of April 2, 2002, shall constitute the date of final site plan approval for all purposes, including, without limitation, the date upon which the necessity for an extension of the Township's approval under Section 10.04F of the Township's Zoning Ordinance would be calculated;

H. WHEREAS, the approved final site plan for the Development is consistent with the purposes and objectives of the Township's Zoning Ordinance pertaining to the use and development of the Development; and

I. WHEREAS, Section 10.04F1 of the Township's Zoning Ordinance requires the execution of a Development Agreement in connection with the approval of the final site plan for the Development, which Agreement shall be binding upon the Township, Developer and the owners of the site, their successors-in-interest and assigns, and the owners of units within the Development.

J. WHEREAS, Geddes Partners, L.L.C., a Michigan limited liability company ("Owner"), is the owner of the property upon which the condominium project will be developed and is joining into this Development Agreement solely for the purpose of subjecting its fee simple interest in the property to the terms and conditions of this Development Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants of the parties described in this Agreement, and with the express understanding that this Agreement contains important and essential terms as part of the final approval of the Developer's final site plan for the Development, the parties agree as follows:



**ARTICLE I
GENERAL TERMS**

- 1.1 **Recitals Part of Agreement.** Developer and the Township acknowledge and represent that the foregoing recitals are true, accurate and binding on the respective parties and are an integral part of this Agreement.
- 1.2 **Zoning District.** The Township acknowledges and represents that the Development is zoned PC (Planned Community) for the development and for purposes of recordation shall be referred to as Bromley Park Condominiums.
- 1.3 **Approval of Final Site Plan.** The final site plan for the Development, a copy of which is attached hereto and made a part hereof, has been approved pursuant to the authority granted to and vested in the Township pursuant to Act No. 184, Public Acts of 1943, as amended.
- 1.4 **Conditions of Final Site Plan Approval.** Developer and the Township acknowledge that the approved final site plan for the Development incorporates the Township's approved conditions and requirements that were adopted by the Township Planning Commission, consultants and departments of the Township and that all of such conditions have been satisfied by Developer.
- 1.5 **Agreement Running with the Land.** The terms, provisions and conditions of this Agreement shall be deemed to be of benefit to the Development described herein, shall be deemed a restrictive covenant which shall run with the land and be binding upon and inure to the benefit of the parties, their successors and assigns; and may not be modified or rescinded except as may be agreed to in writing by the Township, the Developer and/or their respective successors and assigns. This restrictive covenant shall be incorporated by the appropriate executed instruments into the title of the Development. Anything to the contrary herein notwithstanding, no person who is neither a party hereto or the successor or assignee of a party shall be deemed an intended contractual beneficiary of this Agreement or have the right to commence any lawsuit or proceeding to enforce this Agreement or any portion thereof.
- 1.6 **Bylaws and Deed Restrictions.** The bylaws and deed restrictions for the Development, as contained within the Master Deed (as amended) of Bromley Park Condominium, have been submitted by the Developer and approved by the Township as part of the site plan approval process. The Township shall retain the right, but shall have no obligation, to enforce the provisions of said documents if the Township determines enforcement to be necessary in the interests of public health, safety or welfare. Said documents are hereby incorporated and made a part of the approved final site plan for the Development. Any amendments to the bylaws or deed restrictions must be approved by the Township in those instances where the bylaws or deed restrictions provide for Township's approval, which approval shall not be unreasonably withheld.

**ARTICLE II
PROVISIONS REGARDING DEVELOPMENT**

- 2.1 **Permitted Principal Uses.** The only permitted principal use within the Development shall be attached single-family dwelling units and permitted accessory buildings as depicted on the Township's approved final site plan.



- 2.2 **General Common Element Areas.** Each co-owner of a unit within the Development shall have the non-exclusive right to use the "general/common element" areas shown on the final site plan for the Development and for the purposes provided in this Article II.
- 2.3 **Use of General Common Element Areas.** Certain portions of the general common element areas are to be used for storm water retention (if shown on the approved Improvement Plans) and drainage, recreation, open space, and wetland purposes as depicted in the approved drainage plan and/or site plan. With the exception of sidewalks, landscaping improvements, storm drainage improvements, utilities or other improvements required to be installed by the Developer which are depicted on plans and specifications which have been approved by the Township, no improvements shall be installed or constructed within the general common elements areas without such prior approval of the Township as is required by Township ordinance, the master deed or bylaws, which approval shall not unreasonably be withheld.
- 2.4 **Schedule for Improvements in General Common Element Areas.** Developer has provided a layout to the Township showing all "general common element" areas and the improvements which the Developer proposes to install therein; the "general common element" area improvements are reflected in the approved final site plan for the Development approved by the Planning Commission on March 13, 2002. The Developer will deposit a total of \$982,000.00 in escrow or provide a bond for said amount with the Township to secure the cost of the "general common element" area improvements. The Developer will deposit such funds with the Treasurer's Office in the form of bond, cash escrow agreement or a check payable to the Charter Township of Superior as approved by the Township attorney. The \$982,000.00 escrow amount stated above is based on specifications and estimates prepared by the Developer in an "itemized estimate" to the Township and approved by the Township and/or its agents. All "general common element" area improvements for Phase I shall be installed as agreed upon between the Developer and the Charter Township of Superior as presented on the final site plan for the Development approved and signed by the Planning Commission at the later of the construction of the first twelve (12) residential buildings containing forty-eight (48) units or two (2) years from the date hereof. The Township shall refund the escrow within forty-five (45) days after review and approval of the designated open space and improvements, such approval not to be unreasonably withheld. The Township will be authorized to reduce the escrow amount throughout the development process based on the percentage of work completed.
- 2.5 **Responsibility to Preserve, Retain, and Maintain General Common Element Areas.** The Developer shall remove all construction debris and rubbish from the General Common Element Areas during the period of construction. Subject to that continuing responsibility, Developer shall retain all responsibility to preserve, retain, maintain and upkeep of the "general common element" areas, whether arising under this Agreement or any other open space maintenance agreements entered into with the Township or other governmental entities, effective as to any portion of the general common element areas from and after the date of final acceptance by the Township, until such responsibility is assigned to the Association; provided, however, that the Association will not have the responsibility to preserve, retain, maintain and upkeep Detention Pond "A" and the portion of the bicycle path/utility easement which is located within the boundary of the Condominium, which will be the responsibility of the "Community Association" (as defined in Section 2.32, below). Upon the recording of a Master Deed for the Development or an



amendment to the existing Master Deed of the condominium project known as "Bromley Park Condominiums" incorporating all of the responsibilities under this Section shall be deemed assigned to the Association.

Developer shall notify the Township in writing within thirty (30) days of the date construction of the general common element areas on the site is complete.

- 2.6 **General Common Element Area Rules.** Developer shall be responsible for removing any man-made debris that is deposited in the general common element areas during the period of construction and shall maintain the area to ensure that it is free of trash, rubbish or unsightly weeds and shall maintain the landscaping in an attractive state. Developer shall preserve and retain the general common element areas within the site in their natural state, with minimal intrusion, subject to the right of Developer to install, maintain and repair the site improvements which are identified in the final site plan and/or the plans and specifications for the Development which have been approved by the Township. After the Association becomes responsible for any general common element areas, the Association shall have the right to establish such additional reasonable rules and regulations with respect to the use and enjoyment of the general common element areas as the Association may deem necessary or desirable to insure the proper preservation and functioning of the general common element areas.
- 2.7 **Township Right to Enforce General Common Element Area.** In the event the Developer or the Association fails at any time to preserve, retain, maintain or upkeep the general common element areas in accordance with this Agreement, the Township may serve written notice upon the Developer or the Association setting forth the manner in which Developer or the Association has failed to maintain or preserve the general common element areas in accordance with this Agreement. Such notice shall include a demand that deficiencies of maintenance or preservation be cured within thirty (30) days of the notice. If the deficiencies set forth in the original notice, or any modification thereof, are not cured within such thirty (30) day period or any extension thereof, the Township, in order to prevent the general common element areas from becoming a nuisance, may, but is not obligated to, enter upon the general common element areas and perform the required maintenance or otherwise cure the deficiencies. The Township's cost to perform any such maintenance or cure, together with a surcharge equal to fifteen (15) percent for administrative costs, shall be assessed to the owner of the site at the time such maintenance or cure is performed, or its successors or assigns, placed on the next Township roll as a special assessment, and collected in the same manner as general property taxes.
- 2.8 **Storm Water Management: Retention Pond.** No part of the retention/detention pond area, if any, located within the Development shall be allowed to remain in an unkempt condition. The "Community Association" (as defined in Section 2.32, below) will have the responsibility for the upkeep and maintenance of Detention Pond "A". All grass and growth located within the Development (other than Detention Pond A and surrounding areas) shall be maintained by the Association and cut in accordance with Township ordinances. The inlet and outlets located within the Development shall be kept functioning as originally designed and accepted by the Community Association. Without abrogating or limiting the Developer's continuing responsibility to remove all construction debris during the period of construction, Developer shall automatically assign to the Community Association, by the recording of the Master Deed and the Declaration of Covenants, Conditions and Restrictions regarding the Community Association, all responsibility



to preserve, retain, maintain and keep operational such retention/detention basin area, inlet and outlet areas, etc., whether arising under this Agreement or any other park/open space maintenance agreements or other maintenance and/or easement agreements entered into with the Township or other governmental entities, from and after the date of certification by the Township engineer that he has inspected the required improvements thereto and is reasonably satisfied that they are proper and complete. Developer shall notify the Township in writing within thirty (30) days of the date the Community Association becomes responsible for such retention/detention basin areas, inlet and out areas, etc., pursuant to this Section.

In the event Developer or the Community Association at any time fails to maintain or preserve such retention/detention basin areas, if any are located within the Development, the inlet and outlet areas, etc., in accordance with this Agreement, the Township may serve written notice upon the Developer and/or the Community Association, as applicable, setting forth the deficiencies in the maintenance and/or preservation of the retention/detention basin area, inlet and outlet areas, etc. Said written notice shall include a demand that deficiencies of maintenance and/or preservation be cured within thirty (30) days of the date of said notice. If the deficiencies set forth in the original notice, or any subsequent notice thereto, are not cured within such thirty (30) day period or any extension thereof, the Township in order to prevent the retention/detention basin areas, inlet and outlet areas, etc. from becoming a nuisance, may enter upon the retention/detention basin areas, inlet and outlet areas, etc. and perform the required maintenance and/or preservation to cure the deficiencies. The Township's cost to perform any such maintenance and/or preservation, together with a fifteen (15) percent surcharge for administrative costs, shall be assessed to the owner of the site at the time such maintenance and/or preservation is performed or its successors or assigns, placed on the next Township roll as a special assessment and collected in the same manner as general property taxes.

The Developer, the Association and the Community Association shall comply with all requirements of the Washtenaw County Drain Commissioner for the establishment of a storm drainage district, if any such district is required by the Washtenaw County Drain Commissioner,, to promote the on-going maintenance and upkeep of the storm water drainage system(s) within the Development.

2.9 **No Disturbance of Wetlands.** No regulated wetland within the Development shall be modified in any manner by any person or entity unless all necessary permits for such modification have been issued by all governmental units or agencies having jurisdiction over such wetlands within the Development.

2.10 **Public and Private Roads.** All dedicated roads within the Development shall be hard surfaced and constructed in accordance with the standards of the Washtenaw County Road Commission. During the various stages of road construction, the Developer shall notify the Township, with at least a 24-hour advance notice, provided Developer receives sufficient notice to provide such notice, of all scheduled inspections by the Washtenaw County Road Commission, including, but not limited to, the following:

- a. Finished subgrade surface,
- b. Underground road drainage and utility installation,
- c. Complete subbase,



- d. Complete base course,
- e. Concrete placement,
- f. Bituminous placement.

The following are the Public Roads associated with Bromley Park Condominium: Wexford Drive, Meadhurst Drive, and Kirkshire Drive. The private roads are North Kenwyck and South Kenwyck.

The Developer shall also provide the Township with copies of all inspection reports which Developer receives which were prepared and/or generated by the Washtenaw County Road Commission as described immediately above, including, but not limited to, inspection reports for the various stages of road construction identified as (a-f) above, and a copy of the report of any unscheduled inspection. If Developer does not receive an inspection report and the Township requests a copy, Developer will take reasonable steps to promptly obtain a copy and furnish it to the Township. Both Developer and the Township agree to encourage the WCRC not to conduct inspections without prior notice.

The Developer shall provide a plan for signs and installation of street name signs according to Washtenaw County Road Commission specifications, install such temporary warning signs during the construction period as are appropriate to protect the health, safety and welfare of the public, and provide and install signs at the end of "connector out-lots" which clearly state that these are not dead-end streets and will be extended when future development occurs.

2.11 **Public Sewer.** The Development shall be developed with public sanitary sewer as approved by the Charter Township of Superior, Ypsilanti Community Utilities Authority, and the Michigan Department of Environmental Quality, subject to applicable laws and regulations. All standard connection, inspections, costs and fees imposed by the Township, or other regulatory agencies, including, but not limited to, engineering inspections, shall be paid by the Developer or its successors (e.g. builders or homeowners). In no event shall the Township be responsible for reimbursing the Developer and/or any lot owner for costs incurred as required under this section; unless the Township has unlawfully prevented the Developer from completing the Development. Developer agrees that neither it, its successors nor assigns shall do any work on or in preparation for the installation of "public sewer" on the site without the appropriate permits. In consideration for certain added maintenance costs pertaining to the sanitary sewers installed in connection with the Development and certain subdivisions (the "Subdivisions") to be established on land adjacent to the Development, Developer shall pay the Township a one time fee in the amount of \$4,000.00 upon the acceptance of the dedication of the sanitary sewer system for the Development and the Subdivisions. The Township shall have the right to collect an additional annual sanitary sewer and access maintenance fee from the Community Association for the entire Bromley Park Community as more specifically described in Section 2.31 below.

2.12 **Public Water.** The Development shall be developed with public water mains as approved by the Charter Township of Superior, the Ypsilanti Community Utilities Authority, Detroit Water and Sewer Department, and the Michigan Department of Environmental Quality, subject to applicable laws and regulations. All standard connection, inspections, costs and fees imposed by the Township, or other regulatory agencies, including, but not limited to, engineering inspections, shall be paid by the Developer or its successors (e.g. builders or homeowners). In no event shall

the Township be responsible for reimbursing the Developer and/or any lot owner for costs incurred as required under this Section, unless the Township has unlawfully prevented the Developer from completing the Development. Developer agrees that neither it, its successors nor assigns shall do any work on or in preparation for the installation of "public water" on the site without the appropriate permits.

- 2.13 **Construction of Public Utilities.** Developer shall submit a bond to the Township Treasurer, in the form of a letter of credit, surety bond or escrow letter, in the amount of \$21,450.00 prior to issuance of substantial completion of the underground utilities. This bond will not be released until the Township issues Final Acceptance of the utilities within the development. This bond will be used by the Township to repair any damages which occur to the utility system after substantial completion but prior to final acceptance if the petitioner does not complete such repairs within a reasonable amount of time after the Township's written request.
- 2.14 **Engineering Approval of Plans.** In accordance with Superior Township Ordinance and Superior Township's Engineering Design Specification, no construction work or grading, except as set forth below, shall be performed on the Development until engineering plans are reviewed and approved. Township agrees that all plan reviews required by its engineer shall be "turned-around" expeditiously.
- 2.15 **Easements for and Assignments of Sewer and Water Lines.** Developer shall dedicate all on-site easements to the Township for the maintenance, repair and replacement of public Improvements ("Improvements" being defined as sewer and water necessary to provide service to the Development) necessary to provide service to the Development. All easements shall be recorded by the Township with the Washtenaw County Register of Deeds and the Developer shall reimburse the Township for all recording costs prior to issuance of any certificate of occupancy. Upon approval and acceptance by Township Engineer, Developer shall assign title to the Improvements to Township.

Township shall immediately grant easement through Township property for offsite water and sanitary sewer lines through the Township's park as shown on the approved engineering plans. Developer shall be responsible for obtaining additional public utilities easements from Arbor Woods Associates for Bromley Park Condominium, if possible

- 2.16 **Sidewalks and Bike Paths.** Developer shall install sidewalks within the street rights-of-way in accordance with the final site plan for the Development. Developer may assign the obligation to install sidewalks to the builder of the condominium units, but shall retain responsibility for such installation. Sidewalks shall be completed for each lot or bond placed with the Township prior to issuance of a certificate of occupancy.

Bike path, as depicted on the final site plan for the Development, shall be installed per the approved construction plans that would permit the bike path to be used by the Township's Utility Department as a pathway to gain access for maintenance purposes. This bike path will be constructed at the time of the initial installation of paving in the adjacent Bromley Park Subdivision No. 1 or the initial phase of the Development, whichever occurs first.



- 2.17 **Tree Preservation.** Trees shown to be preserved on the final site plan shall be protected from encroachment during all phases of development and, if damaged or removed, shall be immediately replaced.
- 2.18 **Street Trees/Landscaping.** Developer shall be responsible for installing street trees and all landscaping details as depicted within the "Landscape Plan" approved within the final site plan for all aspects of the Development. All landscaping shall be according to the location, number of trees and/or plants, species, and size identified within the "Landscape Plan" as approved within the final site for the Development. Developer shall post with the Township security for the installation of such street trees/landscaping in the form of cash, an escrow agreement with, or letter of credit, subject to approval by the Township attorney. Developer shall be responsible for replacing any street tree/landscaping within any portion of the Development as identified within the final site plan approved for the Development, which is determined by Developer or the Township's representative within one (1) year after such street tree's installation to be diseased, dead or dying. The Developer shall assign to the Association following the expiration of such one (1) year period the obligation to replace diseased, dead or dying street trees and Developer shall have no further obligation with respect thereto. The Township shall reduce Developer's Security, on a pro-rata basis, for each installed street tree one (1) year after the installation of such street tree, provided that Developer has posted with the Township an additional cash security equal to \$25 per residential unit to cover the cost of inspection by the Township. Trees/landscaping shall be planted as identified within the final site plan or bond placed with the Township prior to issuance of a certificate of occupancy.
- 2.19 **Deceleration/Acceleration Tapers.** Developer shall install, in conjunction with its construction of the Development deceleration/acceleration tapers on Geddes Road in relation to the entranceways to the Development, in accordance with road and drainage plans reviewed and approved by the Washtenaw County Road Commission. Developer shall provide the Township copies of its agreement with the Washtenaw County Road Commission to construct such improvements.
- 2.20 **Street Lighting.** Developer shall petition the Township for the creation and establishment of a special assessment district for the purpose of defraying the costs of installation, the annual maintenance and operation of street lighting by special assessments against the property especially benefited. Upon creation and establishment of the special assessment district for purposes of street lighting, Developer shall install down shielded street lighting which meets or exceeds the minimum residential street lighting standards of the Detroit Edison Company and is in compliance with the approved final site plan.
- 2.21 **Construction Access.** Developer shall take all reasonable measures requested by the Township to reduce any dust created by trucks traveling to and from the construction site, which measures may include, installing brine on the roads, when requested by the Township, as well as deploying a water truck on site when dust conditions create a nuisance during the site development stage of construction, the expense of which shall be born exclusively by the Developer. The Developer furthermore agrees to direct all truck traffic directly on to Geddes Road.
- 2.22 **Construction Work Schedule.** Construction work (including excavation, demolition, alteration and erection) and construction noises shall be prohibited at all times other than:

MONDAY THROUGH FRIDAY - 7 A.M. -- 6 P.M.

SATURDAY - 8 A.M. -- 5 P.M.

The Township may issue a work permit for hours other than listed above upon written request of the owner or owner's representative. The request must demonstrate unusual or unique circumstances relating to the proposed construction hours.

2.24 **Performance Guarantee.** The Developer shall cause the improvement contractor to provide a performance guarantee to cover site improvements as specified within Section 10.10 of the Zoning Ordinance.

2.25 **Engineering Plans and Certification.**

- A. Developer shall furnish a "project engineer's certificate," signed and sealed by an engineer licensed in the State of Michigan indicating that the site grading, water transmission system, sanitary sewer system and storm water transportation and detention/retention facilities, have been constructed in substantial accordance with the approved engineering plans. The Township will review and approve improvements in accordance with the Township "Engineering Design Specification for Site Improvements" and other applicable laws and ordinances. Developer also shall furnish written evidence to the Township that the public roads have been determined by Washtenaw County Road Commission to be constructed in substantial conformance with Washtenaw County Road Commission specifications and have been dedicated to and accepted by the Washtenaw County Road Commission. It is understood and agreed that the wearing course of asphalt will be installed after substantial completion of all phases of the Development.
- B. Developer shall furnish "as built" engineering plans in zip disk or CD format, compatible with Arc Views GIS Version 3.1, and a sealed mylar copy reviewed and approved by the Township's Engineer showing all site improvements. All inspections for water and sewer (sanitary and storm) installations are to be performed by Township and YCUA engineering inspectors, with applicable fees paid by Developer.
- C. Developer shall furnish a "project engineer's certificate," signed and sealed by an engineer licensed in the State of Michigan, indicating that prior to grading all soil erosion and sedimentation measures have been complied with.
- D. Developer shall submit signed and sealed certification by an engineer licensed in the State of Michigan that "as built" are in substantial accordance with the constructed site improvements.
- E. Developer shall furnish a "grading certification" indicating the final "as-built" grades for all storm inlets, lot corners, high points, low points and ditch lines on lots and all storm inlets, high points and low points on roadways. The "grading certification" shall be signed and sealed by a surveyor licensed in the State of Michigan, reasonably acceptable to the Township.



- 2.26 **Underground Utilities.** Developer shall install all electric, telephone and other communication systems underground in accordance with requirements of the applicable utility company and applicable Township Ordinances.
- 2.27 **Removal of Construction Debris.** In addition to its responsibilities under Section 2.5, above, Developer shall remove all discarded building materials and rubbish at least once each month during construction of the Development and within one month of completion or abandonment of construction; provided that the responsibility under this Section 2.27 shall be deemed transferred to any subsequent owner of a portion of the Development as to that portion. No burning of discarded construction material shall be allowed on site.
- 2.28 **Site Grading and Building Setbacks.** The Developer or the Developer's representative shall certify that the as-built site grading and building setbacks conform to the Township approved site and engineering drawings. This certification shall be prepared by and bear the seal of a professional land surveyor licensed in the State of Michigan. The certification shall be submitted as directed on forms provided by the Township (Exhibit "C").

The Township shall have the right to spot-check certification grades at its own discretion. The final certificate of use and occupancy shall be withheld until the site grading/setback certification is received and approved by the Township. The Township shall have the right, at its own discretion, to waive some or all of the site grading and building setback certification requirements.

- 2.29 **Bond for Restoration.** The Developer will submit a bond, escrow letter or letter of credit to the Treasurer in the amount of \$1,800,000.00 to cover the costs of restoring the entire site if necessary. "Restoring the site" shall mean: (i) The stabilization of disturbed ground as determined by the agency having jurisdiction over soil erosion; and (ii) The drainage facilities, as constructed, are in accordance with the approved plans as reasonably determined by the Township's engineer. For all purposes hereunder, the Township will not be permitted to utilize the security to restore the site until such time as the Township has first provided Developer with written notice that, in the Township's reasonable judgment, the Developer has abandoned development of the property to the point where the Township reasonably believes that restoration of the site is necessary to protect the public health, safety and welfare. Upon receipt of such notice, the Developer will have thirty (30) days to (re)commence development and cure any claim for abandonment by the Township. If the Township, after such notice and cure period, utilizes the security to restore the site as permitted hereunder, any monies remaining shall be immediately refunded to Developer upon completion of the restoration work.

2.30 **Consolidation of Phases and Associations**

In accordance with the requirements of the Michigan Condominium Act (being MCLA 559.101, et seq.), upon the completion of Phases I and II the Developer will record an amendment to the existing Master Deed of Phases I and II of the Condominium property known as "Bromley Park Condominiums" consolidating all phases into one condominium and creating one condominium association, and a true copy of the said recorded documents shall be provided to the Township; provided, however, that nothing contained herein shall be deemed to modify Developer's rights

under the Michigan Condominium Act regarding expansion or non-expansion of the condominium project(s) to be created on the property comprising the Development.

2.31 Temporary Access by Township to Utilities Over Future Development Phases

Prior to the issuance by the Township of a certificate of occupancy for any unit in the Development (other than a unit constructed for use by the Developer as a model), the Developer shall cause a ten foot (10') wide and ten inch (10") thick gravel access pad or road (the "Temporary Utility Access Road") to be installed within or very near the planned rights of way for East Avondale Road, West Avondale Road, Kirkshire Drive and the portion of Meadhurst Drive extending south of Kirkshire Drive, all as shown on the Overall Layout Plan of the Bromley Park Community as prepared by Atwell-Hicks, Inc. and dated April 25, 2002. The purpose of the Temporary Utility Access Road shall be to provide the Township Utility Department and its employees, contractors and agents with temporary access to water and sanitary sewer lines and improvements installed within the future Subdivisions and in the future phase of the Development (the "Future Development Phases") and access to the beginning point of the bicycle path/utility access road described below prior to the construction of the permanent roads within the Future Development Phases. The Temporary Utility Access Road shall extend from the temporary termination points of East and West Avondale Circle at the south boundary of Bromley Park Subdivision No. 1 and extend across the Future Development Phases to the beginning point of the bicycle path/utility access road described immediately below. The Temporary Utility Access road shall be placed in close proximity to the route of the sanitary sewer across the Future Development Phases so that small gravel pads can be placed around the sanitary sewer manholes and connected to the Temporary Access Road.

On a date on or after the second anniversary of the issuance of the first certificate of occupancy by the Township with respect to a condominium unit in the Development or a home constructed within Bromley Park Subdivision No. 1 (other than a unit or home constructed for use as a model), the Township shall have the right to review the condition of the Temporary Utility Access Road and convene a meeting with the Developer at the construction site to determine what steps need to be taken to permit continued access over the Temporary Utility Access Road. If the Township and the Developer cannot agree on the means required to provide for continued access over the Temporary Utility Access Road, the Township shall have the right to require that the Developer install a ten foot (10') wide and four inch (4") thick asphalt surface over the Temporary Utility Access Road. Notwithstanding the foregoing, the Developer shall be responsible for maintaining the Temporary Utility Access Road at its cost to the extent necessary for the intended use of the Temporary Utility Access Road until it is replaced by permanent roads; provided that the Township shall be responsible for such snow removal from the Temporary Utility Access Road as may be required from time to time. The Developer shall pay the Township an additional fee in the amount of \$2,150.00 as a one time contribution to the costs that may be incurred by the Township for snow removal from the Temporary Access Road and the bicycle path/utility access road as described below. The due date for that additional fee shall be February 1 of the first year after the installation of the Temporary Utility Access Road.

The bike path referenced in Section 2.16 above shall be installed by the Developer at its cost as a bicycle path/utility access road consisting of four inch (4") thick asphalt paving and measuring ten feet (10") in width. The bicycle path/utility access easement shall extend from a point within the



future phase of the Development as shown on the above referenced Overall Layout Plan prepared by Atwell-Hicks, Inc. along the route of the sanitary sewer and water lines and related easement to a point on Bazley Boulevard as shown on the engineering plans approved for the Development. The Township hereby grants a temporary easement to the Developer to enter upon the Township-owned land located adjacent to and south of the Development (the "Township Land") for purposes of installing the aforesaid bicycle path/utility access road. The portion of the bicycle path/utility access road located within the Development shall be subject to maintenance, repair and replacement by the Developer and subsequently by the Bromley Park Community Association after the inclusion of that improvement in the Bromley Park Condominium by the expansion of thereof. Notwithstanding the foregoing, the Township shall be responsible for snow removal from the entire bicycle path/utility access road (including the portion located within the Development) for so long as the Township enjoys the use of the Temporary Utility Access Road. Upon its completion, the Township shall retain permanent responsibility for the maintenance, repair and replacement of the portion of the bicycle path/utility access road located upon the Township Land.

In consideration for certain additional ongoing maintenance costs to be incurred by the Township with respect to the sanitary sewer system described in Section 2.11 above and the portion of the above described bicycle path/utility access road located upon the Township Land, the Township shall have the right to impose and collect an annual sanitary sewer and access maintenance fee ("Annual Utility/Access Maintenance Fee"), equal portions of which shall be assessed against each condominium unit and subdivision lot established within the Bromley Park Community described in Section 2.32 below. The Community Association shall be responsible for assessing and collecting the amounts required to pay the Annual Utility/Access Maintenance Fee and paying them over to the Township on or before March 1 of each calendar year. The amount of the Annual Utility Access Maintenance Fee to be charged for the first two calendar years after acceptance of the sanitary sewer system by the Township and completion of the bicycle/utility access road shall be \$2,500.00. For each year after that initial two year period, the Township Utility Department shall have the right to increase the amount of the fee to an amount determined by multiplying the amount of the previously charged Annual Utility/Access Maintenance Fee by a fraction, the numerator of which shall be the "Current CPI" and the denominator of which shall be the "Base CPI". As used herein, the "Current CPI" means the Consumer Price Index published by the U. S. Department of Labor, Bureau of Labor Statistics, for All Urban Consumers, U. S. City Average, All Items (base index 1982-84=100) for the month of September of the year immediately preceding the year for which the fee increase is being calculated and the "Base CPI" means the Consumer Price Index published by the U. S. Department of Labor, Bureau of Labor Statistics, for All Urban Consumers, U. S. City Average, All Items (base index 1982-84=100) for the month of September of the second year immediately preceding the year for which the fee increase is being calculated. The Township Utility Department shall notify the Community Association of the amount of the increased Annual Utility/Access Maintenance Fee by no later than the end of the year prior to the due date for payment of the fee and in no event shall the Annual Utility/Access Maintenance Fee for any one year exceed the amount of the fee for the prior year by more than \$125.00.

2.32 Bromley Park Community and Community Association



The Development is included within a larger development known as the "Bromley Park Community", which is in turn subject to the terms and conditions of a certain Declaration of Covenants, Conditions and Restrictions regarding the Bromley Park Community Association (the "Community Association"). The Community Association has been established as a Michigan non-profit corporation to own, operate, maintain and carry insurance on certain common facilities to be constructed or established within the Development and the adjacent Bromley Park Subdivision(s) (the "Subdivisions"), for the use and enjoyment of the co-owners' of units in the Development and the owners of lots in the Subdivisions. These common facilities include: (i) shared recreational facilities, including a swimming pool, pool house and play areas to be constructed upon a site unit to be established within the Development and owned by the Community Association; (ii) two storm water detention ponds; (iii) a woodland preserve; and (iv) the portion of the bicycle path and utility access easement located within the boundaries of the Bromley Park Community. The Community Association will also be responsible for snow removal from the public roads within the Bromley Park Community.

The Homeowners' Association for the Subdivisions and the Association for the Development comprise the only members of the Community Association, with the Homeowners' Association and the Association each having the right to elect or appoint two of four Directors that will manage the affairs of the Community Association. The Developer (as to the Development) and the developer of the Subdivisions (as to the Subdivisions) will each have rights to appoint directors of the Community Association so long as they own a unit or lot in their respective developments. Pursuant to the Declaration for the Community Association, that entity will collect assessments in equal amounts from each of the owners of lots in the Subdivisions and units in the Development to fund the operations of the Community Association.

The Declaration for the Community Association also identifies certain improvements within the Subdivisions that are to be maintained by the Homeowners' Association, and certain improvements within the Development that are to be maintained by the Association, including the entranceways into each of these developments and the landscaped berm along Geddes Road. The Declaration for the Community Association provides the Community Association with the right to correct deficiencies in the maintenance of the entranceways and the landscaped berm if either the Homeowners' Association or the Association fail to carry out their respective maintenance obligations for those improvements. The Declaration for the Community Association also provides the Township with the right (but not the obligation) to enter upon certain common facilities within the Bromley Park Community, including, without limitation, the aforesaid entranceways and landscaped berm, for the purpose of correcting deficiencies in performance of the maintenance, repair, and replacement obligations imposed upon the Community Association, the Homeowners Association and the Association. The Community Association and the Township are both provided with the right to charge the cost of any corrective work performed by them to the association that should have performed the maintenance, repair, or replacement work (the "Defaulting Association"). The Declaration for the Community Association further authorizes the imposition of liens by the Community Association and the Township on the individual condominium units and/or lots owned by the members of a Defaulting Association (including the Community Association) as a means of securing payment to the Community Association or the Township, as the case may be, of such amounts as may have been expended by the Community Association or the Township to correct deficiencies in the performance of maintenance, repair or replacement obligations by a Defaulting Association.



**ARTICLE III
MISCELLANEOUS PROVISIONS**

3.1 **Modifications.** This Agreement may not be modified, replaced, amended or terminated without the prior written consent of the parties to this Agreement. Until all rights and responsibilities under this Agreement are transferred to the Association, Developer and the Township shall be entitled to modify, replace, amend or terminate this Agreement, without requiring the consent of any other person or entity whatsoever, regardless of whether such person has any interest in the Development, including unit owners, mortgagees and others. After all rights and obligations under this Agreement are transferred to the Association, the Association, the Township and the Developer (but only so long as the Developer owns and offers for sale any residential unit in the Development) shall be entitled to modify, replace, amend or terminate this Agreement.

3.2 **Harvest Moon Park Tot Lot.** Developer shall, at its expense, pay for, or arrange to have installed, a tot lot at the adjunct Harvest Moon Park to consist of play structure, signage, and installation thereof as well as impact absorption surface; an example being Playmakers 500-004.

3.3 **Utility Access Easement/Bicycle Path.** Developer shall construct an access maintenance road over the utility infrastructure for maintenance along the utilities easement from the Development to Bazley Blvd. per the approved engineering plans as more specifically described in Section 2.31 above.

3.4 **Water Mains.** Developer shall construct or pay for 100% of all associated costs to construct the Geddes Road 16 inch Water Main Extension from Harris Road to the Westerly boundary of Bromley Park Condominiums. The Water Mains extending along Geddes Road shall be constructed during Phase I.

Developer shall construct or pay for 100% of all associated costs to construct the Geddes Road 16 inch Water Main Extension along the frontage of their property.

Developer shall contribute \$200,000.00 toward the cost of the Geddes Road Water Main Extension from Ridge Road to the Easterly boundary of Bromley Park Subdivision or, in the event that the Township elects not to pursue this method of water system improvements, these funds would be applied to an alternate method of water system improvements chosen by the Township which would help to provide adequate water supply for the entire Bromley Park Development.

The \$200,000.00 will be remitted to the Township before Township Design Plans for the easterly portion of the water mains are submitted for sewer and water construction permits OR before submission of engineering plans for Phase II, A or B, of the Bromley Park Development Area Plan dated 9/14/01, whichever comes first; A or B being the next phase of the single family subdivision or the next phase of the condominium development in Bromley Park.

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



- 3.6 **Township Approval.** This Agreement has been approved through action of the Township Board at a duly scheduled meeting.
- 3.7 **Developer and Owner Approval.** The signers on behalf of Developer below represent by their signatures that they represent and have authority to bind all members of the Developer. Owner has signed this Agreement to show only that, as the fee owner of the property comprising the Development, it consents to the terms of the Agreement being made applicable to the Development, and it is understood and agreed it has no responsibility to carry out the responsibilities of Developer hereunder and Owner will not be deemed to have assumed any responsibility or liability as a result of signing this Agreement. **3.8 Execution in Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one Agreement. The signature of any party to any counterpart shall be deemed to be a signature to, and may be appended to, any other counterpart.
- 3.9 **Preconstruction Meeting with Builders.** The parties acknowledge that Developer and/or any other third parties can build the condominium residential dwelling units in accordance with the approved final site plan. The parties agree that the Developer and/or any other third parties will comply with all related Township Policies and Ordinances prior to the preconstruction meeting. Prior to the commencement of any grading on Phase I of the Development, the Developer or such other third parties shall schedule a meeting as per the Township's engineering standards with its general contractor, construction manager and the Township's applicable departments, officials, and consultants to review the applicable policies, procedures and requirements of the Township with respect to construction of Phase I. Prior to the installation of sanitary sewer or water, a second such preconstruction meeting shall be held.
- 3.10 **Continued Review.** The Developer shall be required to review conformance of this Agreement with Township Officials and/or designated Township consultants on a yearly basis or at such time as deemed reasonably necessary by the Township until completion of the project.
- 3.11 **Fees.** The Developer shall pay, at the rate of \$75.00 per hour for planning review, \$90.00 per hour for engineering review and \$120.00 per hour for legal review for any reviews necessary to determine conformance of the Development to this Agreement. This fee would include review time by the Township engineer, planner or attorney.
- 3.12 **Recordation of Agreement.** The Township shall record this Agreement with the Washtenaw County Register of Deeds and shall provide a true copy to the Developer. All costs associated with the recording of this Agreement shall be borne by the Developer. This Agreement will run with the land.
- 3.13 **Assignment.** Developer shall have the right to assign this Agreement to any other third party, without the consent of the Owners or Township; provided, however, that in the event of such assignment, Developer shall provide written notice of the assignment to Owners and Township within five (5) business days of the Assignment, but such assignment shall not release Developer from its obligations hereunder.
- 3.14 **Incorporation of Recitals.** The Recitals set forth above are hereby incorporated into and made a part of this Agreement



EXHIBIT "A"

LEGAL DESCRIPTION OF A 50.71 ACRE PARCEL OF LAND IN THE
 NORTHEAST ¼ OF SECTION 35, T2S, R7E, SUPERIOR TOWNSHIP,
 WASHTENAW COUNTY, MICHIGAN
 (BROMLEY PARK CONDOMINIUM OVERALL PARCEL)

Commencing at the Northeast corner of Section 35, T2S, R7E, Superior Township, Washtenaw County, Michigan; thence S01°54'15"E 60.00 feet along the East line of said Section 35; thence S87°40'29"W 811.53 feet along the Southerly right of way line of Geddes Road (proposed 60 foot ½ width) for a PLACE OF BEGINNING; thence S02°19'31"E 383.94 feet; thence S00°38'51"E 72.80 feet; thence S03°23'04"E 180.00 feet; thence S03°21'17"E 60.00 feet; thence S00°12'28"W 62.04 feet; thence S04°51'53"W 58.62 feet; thence S05°15'45"W 300.00 feet; thence S84°44'15"E 120.00 feet; thence S05°15'45"W 132.53 feet; thence N84°44'15"W 120.00 feet; thence S05°15'45"W 120.00 feet; thence S01°51'39"W 71.79 feet; thence S05°36'34"E 72.45 feet; thence S12°37'05"E 68.38 feet; thence S14°25'17"E 120.00 feet; thence S13°27'59"E 59.99 feet; thence S20°31'43"E 78.75 feet; thence S31°39'53"E 79.79 feet; thence S43°37'23"E 79.79 feet; thence S55°34'53"E 79.79 feet; thence S58°51'19"E 81.39 feet; thence N26°28'40"E 126.40 feet; thence S63°32'11"E 140.62 feet; thence S25°36'20"W 120.00 feet; thence S69°43'25"E 77.65 feet; thence S80°22'56"E 77.65 feet; thence N88°57'34"E 77.65 feet; thence N78°18'03"E 77.65 feet; thence N67°38'32"E 77.65 feet; thence N56°54'29"E 78.74 feet; thence N51°00'21"E 13.18 feet; thence S01°54'15"E 539.62 feet along the East line of said Section 35; thence S87°43'42"W 1487.50 feet along the East-West ¼ line of said Section 35; thence N02°11'20"W 2610.28 feet; thence N87°40'29"E 688.95 feet along the Southerly right of way line of said Geddes Road to the Place of Beginning, being part of the Northeast ¼ of said Section 35, T2S, R7E, Superior Township, Washtenaw County, Michigan, containing 50.71 acres of land, more or less, and being subject to easements and restrictions of record, if any.

Parcel - 10 - 35 - 100 - 006
 10 - 35 - 110 - 001 through 093



EXHIBIT "B"

Phase I - Initial Phase of Bromley Park Condominium 10-35-110-001 through 093

LEGAL DESCRIPTION OF A 19.94 ARCE PARCEL OF LAND IN THE NORTHEAST ¼ OF SECTION 35, T2S, R7E, SUPERIOR TOWNSHIP, WASHTENAW COUNTY, MICHIGAN

Commencing at the Northeast corner of Section 35, T2S, R7E, Superior Township, Washtenaw County, Michigan; thence S01°54'15"E 60.00 feet along the East line of said Section 35 to the Southerly right-of-way line of Geddes Road (proposed 60 foot ½ width); thence S87°40'29"W 811.53 feet along said Southerly right-of-way line of Geddes Road for a PLACE OF BEGINNING; thence S02°19'31"E 383.94 feet; thence S00°38'51"E 72.80 feet; thence S03°23'04"E 180.00 feet; thence S03°21'17"E 60.00 feet; thence S00°12'28"W 62.04 feet; thence S04°51'53"W 58.62 feet; thence S05°15'45"W 300.00 feet; thence S84°44'15"E 120.00 feet; thence S05°15'45"W 132.53 feet; thence N84°44'15"W 120.00 feet; thence N05°15'45"E 19.77 feet; thence N84°44'15"W 234.34 feet; thence 67.46 feet along the arc of a 263.00 foot radius circular curve to the right, with a chord bearing N77°23'21"W 67.28 feet; thence S27°07'50"W 114.75 feet; thence N62°52'10"W 66.00 feet; thence 108.96 feet along the arc of a 263.00 foot radius non-tangential circular curve to the left, with a chord bearing S15°16'53"W 108.18 feet; thence S87°48'40"W 185.95 feet; thence N02°11'20"W 1347.80 feet; thence N87°40'29"E 688.95 feet to the Place of Beginning, being a part of the Northeast ¼ of said Section 35, containing 19.94 acres of land, more or less, and being subject to easements and restrictions of record, if any.

Phase II - Future Expansion Area for Bromley Park Condominium 10-35-100-006

LEGAL DESCRIPTION OF A 30.77 ARCE PARCEL OF LAND IN THE NORTHEAST ¼ OF SECTION 35, T2S, R7E, SUPERIOR TOWNSHIP, WASHTENAW COUNTY, MICHIGAN

Commencing at the Northeast corner of Section 35, T2S, R7E, Superior Township, Washtenaw County, Michigan; thence S01°54'15"E 60.00 feet along the East line of said Section 35; thence S87°40'29"W 811.53 feet along the Southerly right of way line of Geddes Road (proposed 60 foot ½ width); thence S02°19'31"E 383.94 feet; thence S00°38'51"E 72.80 feet; thence S03°23'04"E 180.00 feet; thence S03°21'17"E 60.00 feet; thence S00°12'28"W 62.04 feet; thence S04°51'53"W 58.62 feet; thence S05°15'45"W 300.00 feet; thence S84°44'15"E 120.00 feet; thence S05°15'45"W 132.53 feet; thence N84°44'15"W 120.00 feet for a PLACE OF BEGINNING; thence S05°15'45"W 120.00 feet; thence S01°51'39"W 71.79 feet; thence S05°36'34"E 72.45 feet; thence S12°37'05"E 68.38 feet; thence S14°25'17"E 120.00 feet; thence S13°27'59"E 59.99 feet; thence S20°31'43"E 78.75 feet; thence S31°39'53"E 79.79 feet; thence S43°37'23"E 79.79 feet; thence S55°34'53"E 79.79 feet; thence S58°51'19"E 81.39 feet; thence N26°28'40"E 126.40 feet; thence S63°32'11"E 140.62 feet; thence S25°36'20"W 120.00 feet; thence S69°43'25"E 77.65 feet; thence S80°22'56"E 77.65 feet; thence N88°57'34"E 77.65 feet; thence N78°18'03"E 77.65 feet; thence N67°38'32"E 77.65 feet; thence N56°54'29"E 78.74 feet; thence N51°00'21"E 13.18 feet; thence S01°54'15"E 539.62 feet along the East line of said Section 35; thence S87°43'42"W 1487.50 feet along the East-West ¼ line of said Section 35; thence N02°11'20"W 1262.48 feet; thence N87°48'40"E 185.95 feet; thence 108.96 feet along the arc of a 263.00 foot radius non-tangential circular curve to the right with a chord bearing N15°16'53"E 108.18 feet; thence S62°52'02"E 66.00 feet; thence N27°07'50"E 114.75 feet; thence 67.46 feet along the arc of a 263.00 foot radius non-tangential circular curve to the left with a chord bearing S77°23'21"E 67.28 feet; thence S84°44'15"E 234.34 feet; thence S05°15'45"W 19.77 feet to the Place of Beginning, being part of the Northeast ¼ of said Section 35, containing 30.77 acres of land, more or less, and being subject to easements and restrictions of record, if any.



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Page: 21 of 21
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L-4167 P-516

Peggy H. Haines - Washtenaw Co. AG

Exhibit C

CHARTER TOWNSHIP OF SUPERIOR
3040 N. PROSPECT ROAD
YPSILANTI, MI 48198

TELEPHONE (734) 482-6099

FAX (734) 482-3842

SITE GRADING/SETBACK CERTIFICATION

DATE _____

SITE ADDRESS _____

OWNER'S ADDRESS _____

TELEPHONE NUMBER _____

BUILDING PERMIT NUMBER _____

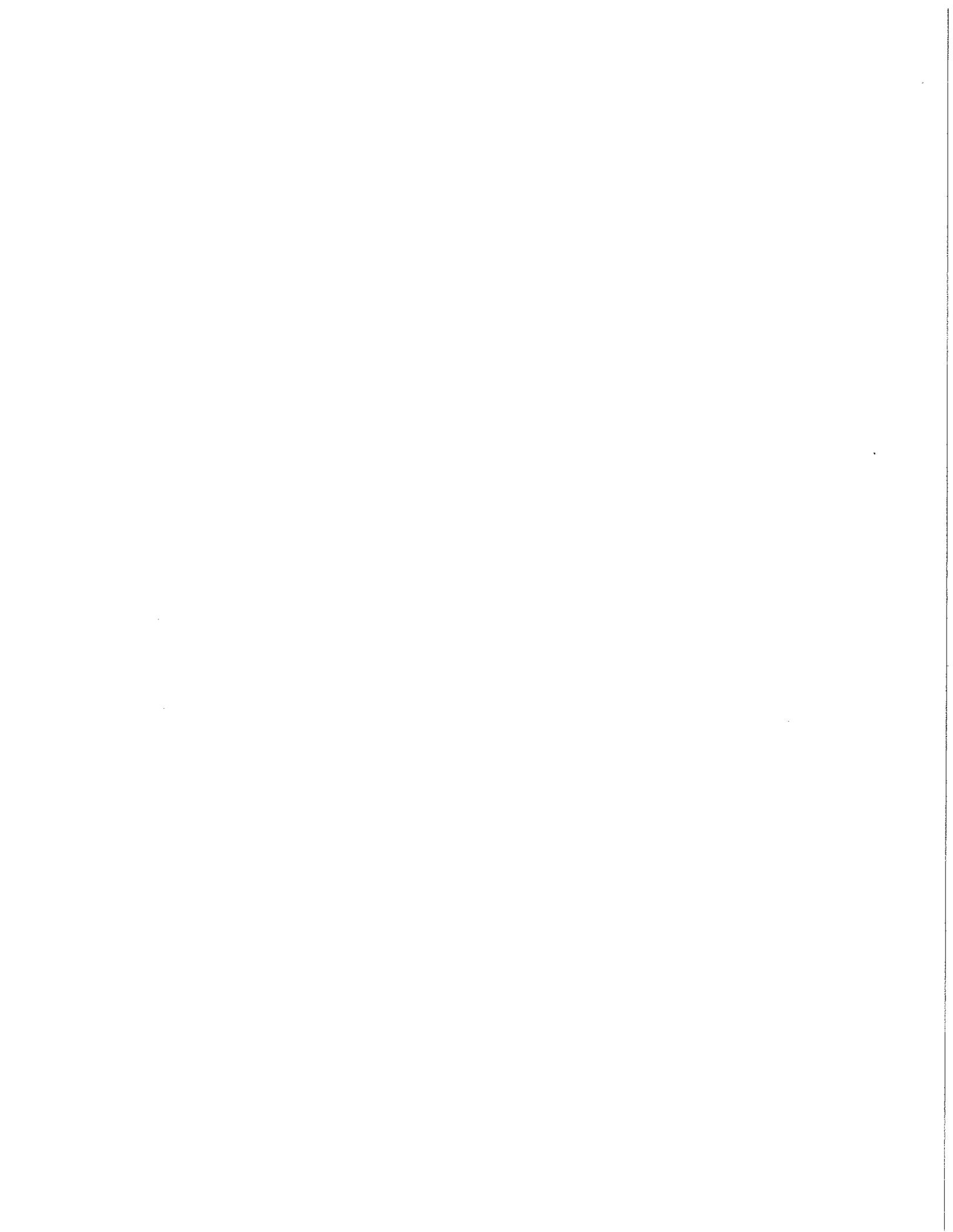
I certify that I have checked the distances from the side, rear, and front lot lines of the building(s) as well as building elevation, site and easement grades and find that the construction conforms with the Township approved engineering plans, except as specifically noted below.

Printed name of Professional Land Surveyor

Michigan Registration Number

Date _____

Signature and Seal of
Professional Land Surveyor



July 15, 2015

CHARTER TOWNSHIP OF SUPERIOR

3040 North Prospect Road
Ypsilanti, MI 48198

Attention: David Phillips, Township Clerk

Regarding: **Sutton Ridge Apartments**
Area Plan Review
OHM Job # 0140-15-1018

On the Township's behalf, we have reviewed the material prepared and submitted by CESO, Inc. for the above referenced project. A brief summary of the project, followed by our review comments, have been provided below.

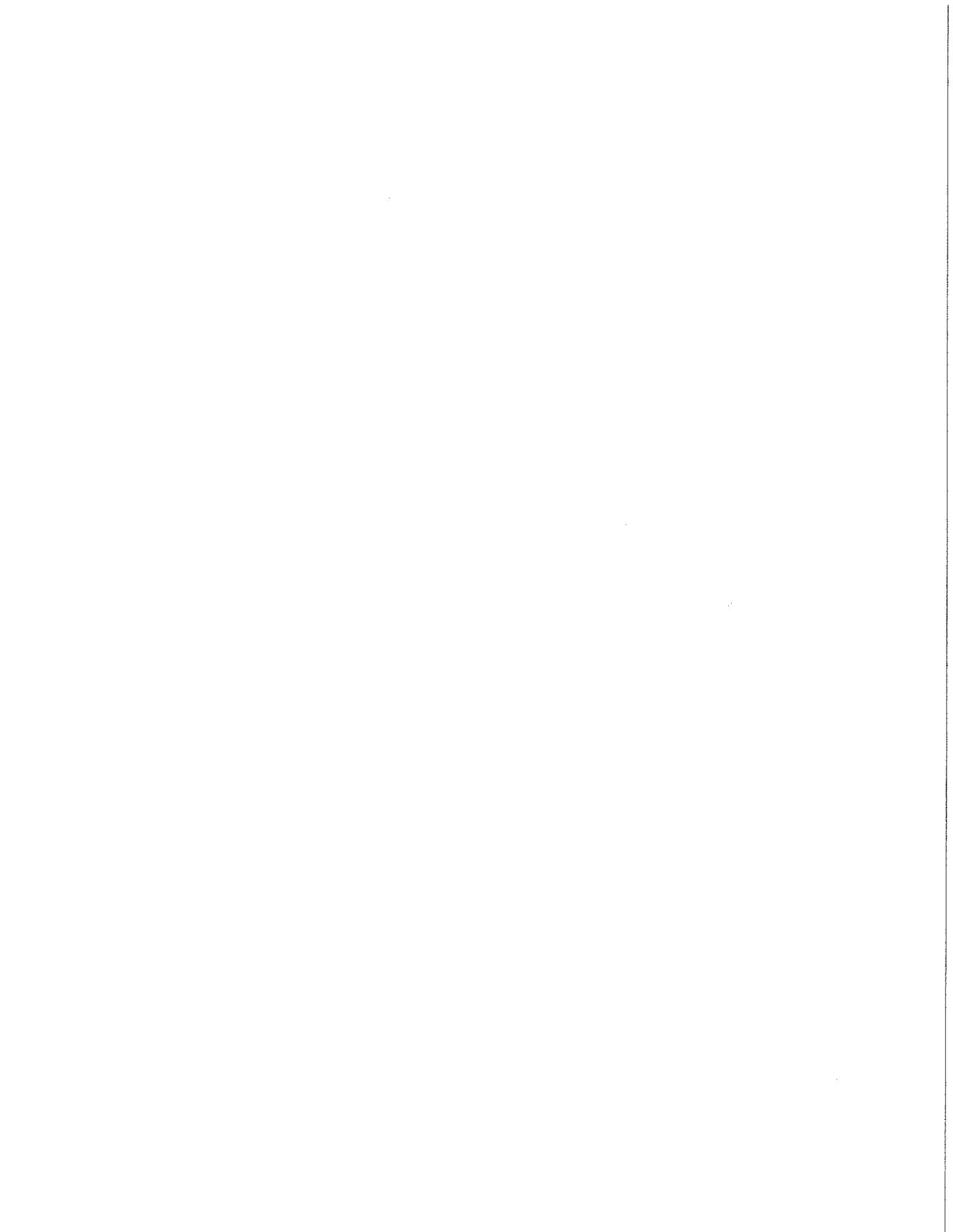
The materials submitted consist of an Area Plan amendment for the construction of 22 apartment buildings, containing 126 single story apartment homes. The site is in the southwest quarter of Section 30 located south of Geddes Road in the area previously planned as the Bromley Park Condominiums Phase 2. Public water and sewer are available and is proposed to be installed throughout the development connecting to existing Township's water and sewer system. A stormwater management system is proposed throughout the development as a public drainage district. Vehicle access is proposed through three connections to existing public roads and will be installed through the development as private drives. On street parking is not permitted and off street parking areas are proposed at various locations. Based on the information presented we offer the following comments for your consideration:

Required Zoning Ordinance Information

1. The applicant shall illustrate approximate areas of cut/fill needed for the project grading.

Engineering Comments

2. The section of existing aggregate surface utility maintenance path shall be paved and connected to the proposed private drive and the public utility easements for water and sewer.
3. It appears that the existing sanitary sewer is within ten (10) feet of multiple buildings along the south side of Drive "C". Based on record plan information from the Bromley Park Subdivision the depth of the existing sanitary sewer west of proposed unit 105 appears to be between thirteen (13) and fifteen (15) feet. Due to the depth of this existing sanitary sewer, building units 106-119 along the south side of Drive "C" shall be adjusted to provide additional separation as required.
4. Dimensions shall be provided for all proposed easements. Separate easements shall be provided for water main, sanitary, and storm sewer, and shall be labeled as such on the plans. Utility easements widths shall be in conformance with the Township's standards.



Conclusion

We have reviewed the material, dated June 30, 2015, for the above referenced project on the Township's behalf. At this time, we recommend the planning commission consider approval of the area plan conditional upon the above comments being addressed administratively and incorporated into the plan set during the site plan process.

If there are any questions with this review please call us at (734) 522-6711.

Sincerely,
OHM Advisors



Rhett Gronevelt, P.E.



Jacob Rushlow, P.E.

cc: Ken Schwartz, Township Supervisor (via e-mail)
Richard J. Mayernik, C.B.O, Building Department (via e-mail)
Keith Lockie, Utilities Director (via e-mail)
Deborah Kuehn, Planning Coordinator (via e-mail)
Don Pennington, Township Planner (via e-mail)
Kellie McIvor, Redwood Development LLC (via e-mail)
Dan Kever, CESO Inc. (via e-mail)
File

