

CHARTER TOWNSHIP OF YPSILANTI
MINUTES FOR TUESDAY, APRIL 4, 2017 REGULAR MEETING

Supervisor Stumbo called the meeting to order at approximately 7:00 pm in the Ypsilanti Township Civic Center Board Room, 7200 S. Huron River Drive, Ypsilanti Township. The Pledge of Allegiance was recited and a moment of silent prayer.

Members Present: Supervisor Brenda L. Stumbo, Clerk Karen Lovejoy Roe, Treasurer Larry Doe, Trustees: Stan Eldridge, Heather Jarrell Roe, Jimmie Wilson Jr., Monica Ross-Williams

Members Absent: None

Legal Counsel: Wm. Douglas Winters

PUBLIC COMMENTS

Arloa Kaiser, Township Resident spoke about the possible moving of Ypsilanti Middle School to a different location and the Ypsilanti Community Schools Millage Election on May 2, 2017.

JoAnn McCollum, Township Resident thanked the Board for all they do for the residents. She also asked about Gates St. in West Willow where a pole is down and when it may be repaired.

Timothy King, spoke about the Willow Run Bomber Plant Memorial and honoring thirty two men who were killed on the USS Arizona.

CONSENT AGENDA

A. MINUTES OF THE MARCH 21, 2017 WORK SESSION AND REGULAR MEETING

A. STATEMENTS AND CHECKS

1. STATEMENTS AND CHECKS FOR APRIL 4, 2017 IN THE AMOUNT OF \$546,800.

A motion was made by Treasurer Doe, supported by Trustee Wilson to approve the Consent Agenda.

Motion carried unanimously.

ATTORNEY REPORT

A. GENERAL LEGAL UPDATE – No report

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF TUESDAY, APRIL 4, 2017 REGULAR MEETING
PAGE 2**

NEW BUSINESS

1. BUDGET AMENDMENT #5

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Approve Budget Amendment #5 (see attached).

The motion carried unanimously.

2. REQUEST APPROVAL OF THE PLANNED DEVELOPMENT AGREEMENT FOR THE MANORS AT CREEKSIDE VILLAGE

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve the Planned Development Agreement for the Manors at Creekside Village (see attached).

Attorney Winters indicated the agreement was in proper form for signing.

The motion carried unanimously.

3. REQUEST FOR AUTHORIZATION TO PROCEED WITH ISSUING A REQUEST FOR QUALIFICATIONS FOR A MASTER DEVELOPER FOR THE SEAVER FARMS PARCEL

A motion was made by Treasurer Doe, supported by Trustee Jarrell Roe to authorize the issuance of a Request for Qualifications for a Master Developer for the Seaver Farms Parcel.

Supervisor Stumbo stated this would be brought back to the Board and that Attorney Winter's would be involved in the RFQ process.

The motion carried unanimously.

4. REQUEST OF JEFF ALLEN, RESIDENTIAL SERVICES DIRECTOR FOR APPROVAL OF A CONTRACT WITH OHM TO OVERSEE CONSTRUCTION OF THE GREEN OAKS GOLF CART PATH IMPROVEMENTS IN THE AMOUNT OF \$11,456.50 BUDGETED IN LINE ITEM #584-584-000-701-000

A motion was made by Clerk Lovejoy Roe, supported by Trustee Wilson to approve a contract with OHM to oversee construction of the Green Oaks Golf Cart Path Improvements in the amount of \$11,456.50 budgeted in line item #584-584-000-701-000 (see attached).

The motion carried unanimously.

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF TUESDAY, APRIL 4, 2017 REGULAR MEETING
PAGE 3**

- 5. REQUEST OF JEFF ALLEN, RESIDENTIAL SERVICES DIRECTOR TO RETAIN ARCHITECTURAL PROFESSIONAL SERVICES WITH HOBBS AND BLACK TO DESIGN COURT SECURITY SYSTEM FOR 14B DISTRICT COURT, DEVELOP BID DOCUMENTS AND ADMINISTER BID PROCESS AND OVERSEE CONSTRUCTION IN AN AMOUNT NOT TO EXCEED \$20,000.00 BUDGETED IN LINE ITEM #236-136-000-974-025**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Ross Williams to retain architectural professional services with Hobbs and Black to design court security system for 14B District Court, Develop Bid Documents and administer bid process and oversee construction in an amount not to exceed \$20,000.00 budgeted in line item #236-136-000-974-025 subject to the development of the contract and approval of the contract by the Attorney.

The motion carried unanimously.

- 6. REQUEST FOR APPROVAL OF A COMMUNITY TOURISM ACTION PLAN (CTAP) GRANT APPLICATION FOR ROSIE THE RIVETER GUINNESS WORLD RECORD EVENT IN THE AMOUNT OF \$10,000.00 AND FOR A MATCHING FUND CONTRIBUTION OF \$1,000.00 BUDGETED IN LINE ITEM #230-751-000-880-000**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Jarrell Roe to approve the grant application for the Rosie the Riveter Guinness World Record Event in the amount of \$10,000.00 and for a matching fund contribution of \$1,000.00 budgeted in line item #230-751-000-880-000.

Supervisor Stumbo stated this is a grant we receive every year and that the Rosie World Record event would be held Saturday, October 14, 2017 at the EMU Convocation Center.

Treasurer Doe stated he thought a matching fund contribution of \$2,000.00 was required. Clerk Lovejoy Roe responded that for this year's grant application a partner was required with each group contributing \$1,000.00

The motion carried unanimously.

OTHER BUSINESS

AUTHORIZATIONS AND BIDS

- 1. REQUEST OF JEFF ALLEN, RESIDENTIAL SERVICES DIRECTOR TO AWARD THE LOW BID FOR THE GREEN OAKS GOLF CART PATH IMPROVEMENTS TO BEST ASPHALT IN THE AMOUNT OF \$257,837.00 WITH A CONTINGENCY AMOUNT OF \$15,000.00 FOR A TOTAL OF \$272,837.00 BUDGETED IN LINE ITEM #584-584-000-971-000**

A motion was made by Treasurer Doe, supported by Trustee Ross Williams to award the low bid for the Green Oaks Golf Cart Path Improvements to Best

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF TUESDAY, APRIL 4, 2017 REGULAR MEETING
PAGE 4**

Asphalt in the amount of \$257,837.00 with a contingency amount of \$15,000.00 for a total of \$272,837.00 budgeted in line item #584-584-000-971-000 contingent upon attorney review and approval of the contract.

Supervisor Stumbo stated she was glad to see this capital improvement move forward, as it has been discussed for several years. She also thanked Jeff Allen for his work moving the project forward.

The motion carried unanimously.

- 2. REQUEST OF JEFF ALLEN, RESIDENTIAL SERVICES DIRECTOR TO AWARD THE LOW BID FOR THE COMMUNITY CENTER ROOF REPLACEMENT PROJECT SECTION A TO ROYAL ROOFING IN THE AMOUNT OF \$104,477.00 AND TO APPROVE THE ADDITIONAL WORK OF ADDING SEALER TO A BLOCK WALL ON THE FRONT OF THE COMMUNITY CENTER IN THE AMOUNT OF \$2,322.00 FOR A TOTAL OF \$106,799.00 BUDGETED IN LINE ITEM #212-970-000-976-008**

A motion was made by Trustees Wilson, supported by Trustee Jarrell Roe to award the low bid for the Community Center Roof Replacement Project Section A to Royal Roofing in the amount of \$104,477.00 and to approve the additional work of adding a sealer to a block wall on the front of the Community Center in the amount of \$2,322.00 for a total of \$106,799.00 budgeted in line item #212-970-000-976-008 contingent upon the contract being approved by the Township Attorney before signing.

The motion carried unanimously.

- 3. REQUEST TO WAIVE THE FINANCIAL POLICY AND AWARD THE LOW QUOTE TO SPARTAN DISTRIBUTORS FOR THE PURCHASE OF A TORO GROUNDSMASTER 7200 IN THE AMOUNT OF \$17,927.35 AND A HARPER TURBO VAC TV40 RE IN THE AMOUNT OF \$21,742.00 FOR A TOTAL AMOUNT OF \$39,669.35 BUDGETED IN LINE ITEM #584-584-000-971-000**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Wilson to waive the financial policy and award the low quote to Spartan Distributors for the purchase of a Toro Groundsmaster 7200 in the amount of \$17,927.35 and a Harper Vac TV40 RE in the amount of \$21,742.00 for a total amount of \$39,669.35 budgeted in line item #584-584-000-971-000.

Trustee Ross Williams asked to clarify why the financial policy was being waived. Supervisor Stumbo responded the financial policy was being waived because even though there are three quotes present for each item being purchased, the financial policy states that sealed bids should have been obtained because the items exceed \$7,500.00.

The motion carried unanimously.

CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF TUESDAY, APRIL 4, 2017 REGULAR MEETING
PAGE 5

A motion was made by Clerk Lovejoy Roe, supported by Trustee Ross Williams to Adjourn.

The meeting was adjourned at approximately 7:23p.m.

Respectfully Submitted,

Brenda L. Stumbo, Supervisor
Charter Township of Ypsilanti

Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

**CHARTER TOWNSHIP OF YPSILANTI
2017 BUDGET AMENDMENT #5**

April 4, 2017

101 - GENERAL OPERATIONS FUND

Total Increase \$559,307.00

Request to increase budget and create a new line to allow for a transfer into the General Fund from the Environmental Clean Up Fund for the Tyler Dam Project. We want to track the Tyler Dam Project in the General Fund because there will be a special assessment district. The current available funds in the Environmental Clean Up Fund is \$354,911.73 plus any interest due for the month of March 2017 - an estimated total amount of \$355,010.00. This will close the Environmental Clean Up Fund and transfer funds to the General Fund.

Revenues:	Transfer In: Enviro Cleanup	101-000-000-697.007	\$355,010.00
		Net Revenues	<u><u>\$355,010.00</u></u>
Expenditures:	Capital Outlay - Tyler Dam Project	101-970-000-971.100	\$355,010.00
		Net Expenditures	<u><u>\$355,010.00</u></u>

Request to increase budget for a contribution transfer to the Golf Course Fund for installation and improvement of golf cart paths and Engineering fees for OHM. We anticipate payment back from the Golf Course as their revenues increase. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$184,297.00
		Net Revenues	<u><u>\$184,297.00</u></u>
Expenditures:	Contribution to Golf Course	101-999-000-969.584	\$184,297.00
		Net Expenditures	<u><u>\$184,297.00</u></u>

Request to increase budget for a the repair of a 2006 Batwing Mower estimated at \$20,000. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$20,000.00
		Net Revenues	<u><u>\$20,000.00</u></u>
Expenditures:	Equipment	101-774-000-977.000	\$20,000.00
		Net Expenditures	<u><u>\$20,000.00</u></u>

**CHARTER TOWNSHIP OF YPSILANTI
2017 BUDGET AMENDMENT #5**

April 4, 2017

212 - BIKE, SIDEWALK, RECREATION, ROADS, & GENERAL FUND	Total Increase	<u>\$126,799.00</u>
--	-----------------------	----------------------------

Request to increase the budget for replacing a section of the roof and sealing of an outside wall at the Community Center. The lowest bidder is Royal Roofing. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Appropriation	212-000-000-699.000	\$106,799.00
		Net Revenues	<u>\$106,799.00</u>
Expenditures:	Capital Outlay - Community Center	212-970-000-997.008	\$106,799.00
		Net Expenditures	<u>\$106,799.00</u>

Request to increase the budget for repair & replacement of Township sidewalks. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Appropriation	212-000-000-699.000	\$20,000.00
		Net Revenues	<u>\$20,000.00</u>
Expenditures:	Capital Outlay - Sidewalks	212-970-000-997.002	\$20,000.00
		Net Expenditures	<u>\$20,000.00</u>

225 - ENVIRONMENTAL CLEAN UP FUND	Total Increase	<u>\$321,794.24</u>
--	-----------------------	----------------------------

Request to increase budget line item "Transfer to the General Fund" and decrease line item "Transfer to Hydro Fund". This will close the Environmental Clean Up Fund and transfer all available funds to the General Fund for the Tyler Dam Project.

Revenues:	Prior Year Fund Balance	225-000-000-699.000	\$321,695.97
		Net Revenues	<u>\$321,695.97</u>
Expenditures:	Transfer to General Fund	225-225-000-968.002	\$355,010.00
	Transfer to Hydro Station	225-225-000-968.252	<u>(\$33,215.76)</u>
		Net Expenditures	<u>\$321,794.24</u>

**CHARTER TOWNSHIP OF YPSILANTI
2017 BUDGET AMENDMENT #5**

April 4, 2017

236 - 14B DISTRICT COURT FUND

Total Increase \$20,000.00

Request to increase budget line for Architectural Engineer to provide plans for Security in the Court Building. This is an estimate for professional services not to exceed \$20,000. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	236-000-000-699.000	\$20,000.00
		Net Revenues	<u><u>\$20,000.00</u></u>
Expenditures:	Capital Outlay - Security	236-136-000-974.025	\$20,000.00
		Net Expenditures	<u><u>\$20,000.00</u></u>

584 - GOLF COURSE FUND

Total Increase \$293,632.00

Request to increase the budget for installation and improvement of the golf cart paths. The lowest bidder is Best Asphalt Inc. for the cart paths at \$257,837 with an OHM recommended \$15,000 contingency for unforeseen issues. OHM will be our engineers, responsible for overseeing the project at \$11,460. We anticipate paying back the General Fund as revenues increase. This will be funded by a Contribution from the General Fund and an Appropriation of Prior Year Fund Balance.

Revenues:	Transfer In from General Fund	584-000-000-697.000	\$184,297.00
	Prior Year Fund Balance	584-000-000-699.000	\$100,000.00
		Net Revenues	<u><u>\$284,297.00</u></u>
Expenditures:	Capital Outlay - Other	584-584-000-971.000	\$284,297.00
		Net Expenditures	<u><u>\$284,297.00</u></u>

Request to increase the budget for the purchase of new mower and turbo vacuum and the repair of a mower for the grounds. The budgeted line will need an addition of \$9,335 for purchases and repairs. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	584-000-000-699.000	\$9,335.00
		Net Revenues	<u><u>\$9,335.00</u></u>
Expenditures:	Capital Outlay - Other	584-584-000-971.000	\$9,335.00
		Net Expenditures	<u><u>\$9,335.00</u></u>

Motion to Amend the 2017 Budget (#5):

Move to increase the General Fund budget by \$559,307 to \$9,129,942 and approve the department line item changes as outlined.

Move to increase the Bike, Sidewalk, Recreation, Roads, & General (BSRII) Fund budget by \$126,799 to \$1,646,253 and approve the department line item changes as outlined.

Move to increase the Environmental Clean Up Fund budget by \$321,794.24 to \$366,594.24 and approve the department line item changes as outlined.

Move to increase the 14B District Court Fund budget by \$20,000 to \$1,537,300 and approve the department line item changes as outlined.

Move to increase the Golf Course Fund budget by \$293,632 to \$1,094,969 and approve the department line item changes as outlined.

MANORS AT CREEKSIDE VILLAGE PLANNED DEVELOPMENT AGREEMENT

THIS PLANNED DEVELOPMENT AGREEMENT (“Agreement”) is entered into on the date last signed by **S.E. MICHIGAN LAND HOLDING LLC**, a Michigan limited liability company, the address of which is 13001 23 Mile Road, Suite 200, Shelby Township, Michigan 48315, including its successors and assigns (“Developer”), and the **CHARTER TOWNSHIP OF YPSILANTI**, a Michigan municipal corporation, the address of which is 7200 S. Huron River Drive, Ypsilanti, Michigan 48197-7099 (“Township”) (the Developer and Township are collectively referred to as the “Parties”).

R E C I T A L S:

A. In 2004, Pulte Land Development Corporation, a Michigan corporation (the “Original Creekside Village South Developer”), held fee simple title to certain real property in the Township consisting of 62.26 acres located on the west side of Tuttle Hill Road, between Martz Road and Merritt Road, which real property is described on **Exhibit A** (the “Original Property”).

B. The Original Creekside Village South Developer applied to the Township for approval to develop on the Original Property a condominium planned development known as Creekside Village South (“Creekside Village South”), pursuant to Article XIX, Ypsilanti Township Zoning Ordinance.

C. Creekside Village South originally consisted of 179 site condominium units in one condominium known as Creekside Village South which was established pursuant to a Master Deed recorded with the Washtenaw County Register of Deeds, as subsequently amended (the “Creekside Village Master Deed”).

D. On November 10, 1998, the Township’s Planning Commission reviewed the Original Creekside Village South Developer’s request to rezone the Original Property from R-3 (One-Family Residential) to PD (Planned Development), along with the Original Creekside Village South Developer’s application for PD State I Preliminary Site Plan Approval, which recommendations of approval were forwarded to the Township Board.

E. On May 4, 1999, the Township Board reviewed and approved the Original Creekside Village South Developer’s PD Stage I Preliminary Site Plan.

- F. On May 4, 1999, the Township Board rezoned the Property to PD.
- G. On August 24, 2004, the Township's Planning Commission reviewed the Revised Creekside Village South Developer's PD Stage II Final Site Plan for Creekside Village South with the Planning Commission's recommendations of approval with conditions being forwarded to the Township Board.
- H. On September 21, 2004, the Township Board reviewed and approved the Revised Creekside Village South Developer's PD Stage II Final Site Plan for Creekside Village South.
- I. The approved PD Stage II Final Site Plan for Creekside Village South is consistent with the purposes and objectives of the Condominium Act, Act 59 of the Public Acts of Michigan of 1978, as amended, and is otherwise consistent with the Township's Zoning Ordinance and Condominium Regulations pertaining to the use and development of a plan development.
- J. On December 31, 2008, Developer became the fee simple owner of Units 1-86, as well as certain other units, of Creekside Village South and the rights of the developer under the Creekside Village Master Deed were assigned to Developer.
- K. Pursuant to the April 19, 2011 Ypsilanti Township Board minutes, the applicant agreed to complete Creekside Village South prior to start of construction of Manors at Creekside Village.
- L. Pursuant to a Fourth Amendment to the Creekside Village Master Deed recorded on April 22, 2011 with the Township's consent, Developer withdrew from Creekside Village South land containing approximately 28.97 acres, which land is described on **Exhibit A** and contained Units 1-86 of Creekside Village South (the "Property").
- M. The Property was established as a condominium project consisting of 86 site condominium units known as Manors at Creekside Village pursuant to a Master Deed recorded on December 22, 2011 (the "Project").
- N. The Original Creekside Village South Developer substantially completed in accordance with the approved PD Stage I and PD Stage II Final Site Plans the installation of all necessary infrastructure within the Project such as, but not limited to, water mains, sanitary sewer mains, storm sewer mains, detention pond, roads, curbs, gutters and improvements to Merritt and Tuttle Hill Roads, without the necessity of special assessments by the Township (except for street lights). Building permits are available for the units within the Project upon the completion of certain items.
- O. Sheet 11 of the approved PD Stage II Final Site Plan for Creekside Village South shows elevations only of ranch-style homes and Developer shall construct only ranch-style homes within Manors at Creekside Village.

P. On March 25, 2013, the Township Board approved a Completion Agreement for Manors at Creekside Village that addressed certain Developer sureties and that included an amended street tree and open space sidewalk plan and specifications.

Q. Developer desires to obtain building permits for units within the Project.

R. The Township is holding an irrevocable standby letter of credit in the amount of \$100,000 issued by JP Morgan Chase Bank, N.A. (Chase LOC CTCS-863680) and that names the Township as the beneficiary, which Letter of Credit was furnished by Developer to the Township to secure completion of mass grading, water and sewer mains, street paving, certain landscaping and sidewalks for the Project (such letter of credit, as the same may be extended or replaced from time to time, is referred to herein as the "Existing Letter of Credit").

S. Section 19.16 of Article XIX of the Township's Zoning Ordinance requires the execution of a Planned Development Agreement in connection with the approval of the PD (Plan Development) District, which shall be binding upon the Township, developers and their successors in interest and assigns. However, the Original Creekside Village South Developer failed to enter into a Planned Development Agreement with the Township, as required by Section 1916 of Article XIX of the Township's Zoning Ordinance and conditions of PD Stage II Final Site Plan Approval.

T. The Township and Developer desire to enter into this Agreement to confirm the approvals that have been granted by the Township for the Project, to address the issuance of building permits for the Project, and to comply with Section 1916 of Article XIX of the Township's Zoning Ordinance and conditions of PD Stage II Final Site Plan Approval.

NOW THEREFORE, in consideration of the parties' promises, duties and covenants described in this Agreement, and with the express understanding that this Agreement contains important and essential terms as part of final approval of the Project, the parties agree as follows:

Article I

General Terms

1.1 Name of Project. The development which is identified on **Exhibit B**, and which is to be developed pursuant to this Agreement shall be referred to as Manors at Creekside Village.

1.2 Compliance with Applicable Laws. Except as otherwise provided in this Agreement, all development, use, and improvement of the Property shall be subject to and in accordance with all applicable Township Ordinances and state laws, and shall also be subject to and in accordance with all other approvals and permits required under applicable Township Ordinances, County, and State laws for the respective components of the Manors at Creekside Village. In the event the Township Ordinances are amended after the date of this Agreement, such amendments shall apply to the Property, except as otherwise provided in this Agreement.

1.3 Recitals Part of Agreement. Developer and Township acknowledge and represent that the Recitals are true, accurate and binding on the respective parties and are an integral part of this Agreement.

1.4 Rezoning to PD District. The Township acknowledges and represents that the Property has been rezoned from R-3 (One-Family Residential) to PD (Planned Development) district for the development of the Project as well as the portion of Creekside Village South that does not contain the Project.

1.5 Approval of PD Stage II Final Site Plan. The PD Stage II Final Site Plan for the Project, copies of which are on file with the Township, have been approved in accordance with the authority granted to and vested in the Township pursuant to Act 184, Public Acts of 1943, as amended, the Township Rural Zoning Act, Act 285, Public Acts of 1931, as amended, and Act 168, Public Acts of 1945, as amended, relating to municipal planning, in accordance with Ordinance No. 74, [99-200] the Zoning Ordinance of Ypsilanti Township, enacted in 1994 [1999], as amended, and specifically Article XIX entitled PD Planned Development Regulations, and in compliance with Act 288, Public Acts of 1967, as amended, the Land Division Act. Such approved PD Stage II Final Site Plan remains in effect as of the date of this Agreement, as modified by this Agreement.

1.6 Conditions of PD Stage II Final Site Plan Approval. Developer and Township acknowledge that the approved PD Stage II Final Site Plan, which is attached as **Exhibit C**, for the Project incorporates the approved conditions and requirements pertaining to the final site plans that were adopted by the Township Board in its resolutions and are described as follows:

- (A) All conditions outlined in the August 2004 Staff Report from David Nicholson, Planning Director
- (B) All conditions outlined in the September 2, 2004 letters from Sally Richie, Planning Commission Secretary and David Nicholson, Planning Director.
 - a. The site utility plans accommodate all requirements for easements and conflicts with landscape installations as noted in the correspondence from YCUA dated June 11, 2004.
 - b. All other necessary permits and approvals are obtained from the permitting agencies described in the OHM letter of June 28, 2004.

1.7 PD Stage II Final Site Plan. All further references in this Agreement to the PD Stage II Final Site Plan for the Project shall mean the PD Stage II Final Site Plan for the Project approved by the Township.

1.8 Recording. This Agreement shall be recorded with the Washtenaw County Register of Deeds.

Article II

Agreement

2.1 Permitted Principal Uses. The only permitted principal uses within the Project shall be single-family dwellings and permitted accessory buildings and amenities as provided in a PD zone pursuant to the provisions of the Township's Zoning Ordinance and this Agreement.

2.2 Phasing. The Property shall be developed in a single phase.

2.3 Plans and Elevations. The approved plans and elevations for Manors at Creekside Village are attached hereto as **Exhibit C**. Any material modifications to the plans and elevations, shall be subject to the approval of the Township's director of planning, which approval shall not be unreasonably withheld.

2.4 Conditions.

- (A) Developer will use storm water castings with fish emblem
- (B) Developer will submit required documents for street lights with this Agreement
- (C) Developer will include in Master Deed and association by-laws that no fertilizer containing phosphorus will be used
- (D) Developer will not apply for soil/grading permit until this Agreement is signed
- (E) Final spacing and placement of fire hydrants on site shall be consistent with requirements of the Township Fire Department as described by the Fire Marshall

2.5 Open Space Areas. The Master Deed identifies the General Common Element open space for the Project (the "Open Space"). The Master Deed governs the use and maintenance of the Open Space, in accordance with this Agreement. Developer has formed Manors at Creekside Village Condominium Association, a Michigan non-profit corporation (the "Association"), to maintain all Open Space within the Project. Each Condominium unit owner shall have the non-exclusive right to use the Open Space for the purposes provided in this Article II and in accordance with the provisions of the Master Deed and the Bylaws for the Project and in accordance with such rules and regulations as may be adopted by the Association. The Township acknowledges that the Open Space areas delineated on the approved PD Stage II Site Plan meet the Township PD ordinance open space requirements.

The Open Space is to be used for wetland, storm water retention, recreation and open space purposes for the residents of the Project. No improvements shall be installed or constructed within the Open Space without the prior approval of the Township's Office of Community Standards, excepting those improvements installed by the Original Creekside Village South

Developer or Developer pursuant to the PD Stage II Final Site Plan or any amendment thereto. Although no other improvements are currently contemplated, upon due application by Developer and approval by the Township, the PD Stage II Final Site Plan and this Agreement may be amended to permit the installation of improvements within the Open Space, which may include, without limitation, roads, driveways, sidewalks, landscaping, storm drainage improvements, gas, electric and cable vision facilities, sanitary sewers, water supply lines, recreational amenities, and such other improvements as may be approved by the Township from time to time pursuant to plans approved by the Township.

2.6 Responsibility of Association to Preserve and Maintain the Open Space Areas. The Association shall preserve and maintain the Open Space subject to the right of Developer to install, preserve, retain, maintain and repair the condominium improvements which are identified in the PD Stage II Final Site Plan, as may be amended from time to time, and/or the plans and specifications for the Project which have been or may hereafter be approved by the Township. The Association shall be responsible for removing any man-made debris that is deposited in the Open Space. The Association may establish reasonable rules for and shall be responsible for the regulation, maintenance and upkeep of Open Space, including improvements such as sidewalks, bike paths and nature trails. Nothing in this Agreement shall prevent Developer from imposing in the Master Deed, or amendments thereto, more restrictive terms and provisions with respect to the use of any portion of the Open Space. The Association shall be governed by a Board of Directors. The Board shall make all decisions regarding the Open Space, subject to the right of the individual co-owners to vote on certain matters as provided in the Master Deed, and subject to the right of Developer, while it continues to own any units within the Project, to grant easements within the Open Space to install, preserve, retain, maintain and repair the condominium improvements which are identified in the PD Stage II Final Site Plan, as may be amended from time to time, and/or the plans and specifications for the Project which have been or may hereafter be approved by the Township. The Association shall establish and levy assessments against the units within the Project for the purpose of performing the Association's maintenance obligations with respect to the Open Space and for other proper purposes of the Association. The Association's assessment rights and each unit owner's assessment obligations are more fully set forth in the Master Deed.

2.7 Township Right to Enforce Open Space Area Obligation. In the event the Association fails at any time to preserve, retain, maintain or keep up the Open Space in accordance with this Agreement, the Township may serve written notice upon the Association by certified mail, setting forth the manner in which the Association has failed to maintain or preserve the Open Space 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 unless otherwise regulated by Township Ordinance. If the deficiencies set forth in the original notice, or any subsequent notice, are not cured within the thirty (30) day period or any extension granted, the Township, in order to prevent the Open Space from becoming a nuisance and/or a threat to the public health, safety and general welfare, may enter upon the Open Space and perform the required maintenance and/or preservation and the cost, together with a ten (10%) percent surcharge for administrative costs, shall be assessed equally against each unit and shall

constitute a lien on the Property and be placed on the next Township roll as a special assessment and collected in the same manner as general property taxes.

2.8 Installation of Sidewalks and Bike Paths. Developer shall install sidewalks, bike paths and nature trails within the street right-of-way in accordance with the final approved site plan. All sidewalks, bike paths and nature trails installed within the interior of the Project shall be maintained by the Developer, until such time as said maintenance obligations are assigned by Developer to the Association. Upon the assignment to and assumption by the Association of Developer's maintenance obligations with respect to the Open Space Areas, including, but not limited to, sidewalks, bike paths and nature trails, Developer shall have no further obligations or liability with respect thereto.

2.9 Successor Developers, and Assigns. All successor developers and assigns, to the extent that their ownership interest in the Project permits them to operate as a developer for a particular portion of the Project, shall perform the duties of the developer and assume the responsibilities and liability of the developer with respect to such portion of the Project.

2.10 Master Deeds and Bylaws. The original Master Deed and Bylaws for the Project have been approved by the Township and were recorded with the Washtenaw County Register of Deeds in Liber 4880, Page 66. Amended Master Deed and Bylaws for the Project shall be recorded with the Washtenaw County Register of Deeds.

2.11 Condominium Association. The Association shall be responsible for maintaining the general common element areas of the Project for the common use and benefit of all residents and owners of units within the Project. Every owner of a unit shall be a member of the Association. All membership rights and obligations shall be appurtenant to and may not be separated from the ownership of any unit. During the period that Developer is entitled to appoint the directors of the Association, Developer shall notify the Township Clerk and Community Watch Specialist of the names and addresses of each Director of the Association within seven (7) days of their appointment by Developer.

2.12 Association Assessments. The Association shall establish and levy assessments against the units within the Project for the purpose of performing the Association's maintenance and repair obligations with respect to any general common elements within the Condominium, including but not limited to the Open Space, and for other proper purposes of the Association. The Association's assessment rights and the unit owner's assessment obligations are more fully set forth in the Master Deed and Bylaws for the Project.

2.13 Storm Water Management. The Developer shall preserve, retain, maintain and keep operational any detention areas, inlet and outlet areas, and other storm drainage facilities which are installed by the Developer within Manors At Creekside Village, whether arising under this Agreement, or any other open space maintenance agreements or other maintenance and/or easement agreements entered into with the Township or other governmental entities, from the date of certification by the Township engineer that he or she has inspected the required improvements and is reasonably satisfied that they are proper and complete. Until the completion of the storm water and detention facilities within Manors at Creekside Village and

the approval of such storm drainage and detention facilities by the Washtenaw County Water Resources Commissioner, the Developer shall be responsible for the maintenance of such storm drainage and detention facilities. After receiving such approval from the Washtenaw County Water Resources Commissioner, Developer shall have no further obligations under this Section 2.12.

In the event that the Developer at any time fails to maintain or preserve the detention areas, the inlet and outlet areas, or other storm drainage facilities located within Manors At Creekside Village in accordance with this Agreement, the Township or the Washtenaw County Water Resources Commissioner's Office may serve written notice by certified mail upon the Developer, setting forth the deficiencies in the Developer maintenance and/or preservation of the detention areas, inlet and outlet areas or other storm drainage facilities in accordance with this Agreement. The 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 are not cured within the thirty (30) day period, the Township, in order to prevent the detention areas, inlet and outlet areas, etc. from becoming a nuisance, may enter upon the detention areas, inlet and outlet areas, or other storm drainage facilities, 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 ten (10%) surcharge for administrative costs, shall be placed on the next Township roll as a special assessment against Manors at Creekside Village and collected in the same manner as general property taxes.

2.14 No Disturbance of Wetlands. No regulated wetlands within the Project shall be modified in any manner by any person or entity unless all necessary permits have been issued by all governmental units or agencies having jurisdiction over such wetlands within the Property. The Township and Developer acknowledge that they are not aware of the presence of any regulated wetlands within the Project as of the date hereof.

2.15 Applicable Yard Setbacks. The parties acknowledge that the PD Stage II Final Site Plan identifies, for each unit within the Project, the width and size of such unit, and a typical layout that shows the approved front yard, rear yard and side yard setbacks for each unit in the Project. Such approved setbacks have been selected to accomplish the preservation of natural resources and natural features, such as trees, views, vistas and topography. No exterior wall of a principal residence shall be erected or placed other than within the confines of the approved building area without the consent of the Township. Minor variances to the foregoing setback and yard requirements may be administratively approved by the Township Office of Community Standards, without the necessity of amending this Agreement. Notwithstanding the foregoing, decks, patios, unenclosed covered spaces, cantilevers and egress wells may extend into the rear yard and side yard setback areas in accordance with Article XX, Section 2000 of the Township's Zoning Ordinance.

2.16 Other Zoning Regulations. The Project and this Agreement are intended to conform to the PD II planned development regulations of the Township Zoning Ordinance. In the event of a conflict or inconsistency between this Agreement, the approved PD Stage II Final

Site Plan and the construction plans which have been prepared in accordance with the approved PD State II Final Site Plan, versus the provisions of the Township Zoning Ordinance, the Township Site Condominium Ordinance or any other Township ordinances, rules and regulations which affect the development or zoning regulation of the Property, as the same may be amended from time to time, this Agreement, the PD Stage II Final Site Plan and the detailed construction plans shall control and variances shall not be required.

2.17 Development Review. Notwithstanding anything to the contrary contained in this Agreement, the PD Stage II Final Site Plan, detailed construction plans for the Project, and homes to be built within the Project shall not be subject to any enactments or amendments to the Township Zoning Ordinance, the Township Site Condominium Ordinance, or any other Township ordinances, rules and regulations which affect the development of the Property or the architectural standards governing home construction in the Project that became effective after September 21, 2004, the date of the approval of the PD Stage II Final Site Plan for the Project. Detailed construction plans for land development have been reviewed and approved taking into consideration this Agreement, the PD State II Final Site Plan, the Township Zoning Ordinance, the Township Site Condominium Ordinance and any other applicable Township ordinances, rules and regulations, as they existed as of the foregoing date.

2.18 Traffic and Pedestrian Circulation. Developer shall design, situate, and construct, and the Association shall maintain and repair (to the extent the following have not been dedicated to and accepted by the Washtenaw County Road Commission or other governmental authority and to the extent owners of units in the Project are not responsible for maintenance or repair under the Master Deed for the Project), all roads, entranceways, drives, parking lots, safety paths, sidewalks, walkways, and traffic circulation signage within and for the Manors at Creekside Village, at its sole expense, in accordance with the approved construction plans prepared by Atwell, and approved by Township Engineer Orchard, Hiltz, and McCliment (OHM), dated August 19, 2004. Manors at Creekside Village shall post financial security relating to the completion of construction of all such roads, drives, and parking lots within and for the Manors at Creekside Village in accordance with and as set forth in this Agreement. The Developer shall use its best efforts and diligently pursue necessary easements over adjoining properties in order to provide access to the Project in accordance with and as set forth in this Agreement. All road construction shall be in compliance with Chapter 47 of the Ypsilanti Charter Township Code and any private road standards adopted by the Township. Developer shall enter into a traffic safety enforcement agreement with the Township.

2.19 Public Sewer and Water. Manors At Creekside Village shall be developed with public sanitary sewers as approved by the YCUA and the Michigan Department of Environmental Quality, subject to all applicable laws and regulations, and shall be developed with public water mains as approved by YCUA and the Michigan Department of Public Health, and subject to applicable laws and regulations. All standard connection, inspection, costs and fees imposed from and after the date of this Agreement by the Township with respect to the issuance of building permits in Manors At Creekside Village, including but not limited to engineering inspections, water tap fees and sewer tap fees, shall be paid by the Developer, or its successors or assigns, except for the portion previously paid for such connections, including but

not limited to those as shown in the YCUA Estimate of Costs- Application for Services. To the extent not previously done so by the Original Creekside Village South Developer, S.E. Michigan Land Holding LLC shall dedicate all necessary easements to the Township for the maintenance, repair and replacement of the public water and sanitary sewer lines within Manors at Creekside Village.

2.20 Street Trees. The Developer shall install within Manors at Creekside Village the landscaping, including street trees, which is identified in the landscaping plans that have been approved as part of the PD Stage II Final Site Plan and as amended as part of the Manors at Creekside Village Completion Agreement approved by the Board on March 25, 2013.

2.21 Street Lighting. The Township has created and established a Special Assessment District for the purpose of defraying the costs of the annual maintenance and operation of street lighting by special assessments against all of the units in the Project and Creekside Village South. The Township and Developer acknowledge that street lighting, which meets or exceeds the minimum residential street lighting standards of the DTE Energy, was previously installed within the Project.

2.22 Security Cameras. Security cameras shall be installed at the entranceways on Merritt Road and on Tuttle Hill Road. The security cameras shall meet the specifications established by the Township and shall be installed before the issuance of certificates of occupancy for Manors at Creekside Village, unless in the sole judgment of the Township a delay exists that is beyond the reasonable control of Developer. Such camera shall be monitored by the Township's Department of Public Safety. The creation and establishment of a special assessment district ("Security Camera SAD") for the purpose of defraying the Township's cost of maintaining and repairing the security cameras shall be established for Manors At Creekside Village and such Security Camera SAD shall be established prior to the issuance of certificates of occupancy within Manors At Creekside Village, unless in the sole judgement of Township a delay exists that is beyond the reasonable control of Developer. The Developer shall assist the Township in creating the Security Camera SAD. The Security Camera SAD for Manors at Creekside Village shall be based on the relative number of units.

2.23 Manors at Creekside Village – Rent Restrictions for New Site Condominiums. Developer agrees to impose certain restrictions on the rental of homes within the Project, in order to promote and preserve the owner occupied character of such neighborhoods. At the same time, the parties recognize that a homeowner may need to lease his or her home due to various circumstances, such as a job transfer, relocation, the loss of a job or for health or other reasons. Lease rates within Manors at Creekside Village shall be consistent with market rates in the Township for single-family detached units. The Developer shall have the right to adjust such rates at any and all times in response to market conditions. Manors at Creekside Village shall comply with all applicable fair housing requirements established by the State of Michigan and by the federal government. To the extent permitted by federal, state and local law, including the laws adopted and enforced by the Township, the rental of units within Manors at Creekside Village shall not be at subsidized rates or pursuant to programs offered by any governmental agency for subsidized housing. The Ypsilanti Township Board of Trustees, as part of its ongoing efforts to achieve the adopted policy goals of Neighborhood Stabilization and

to find solutions to the long term housing crisis in relation to occupancy and physical condition of residential structures within the Township and furthermore to promote balance in Washtenaw County's housing market through policy and resource allocations including partnerships and collaborations throughout Washtenaw County with the overarching goal of promoting policies that create resiliency, promote equity and improve opportunity for households of all income levels throughout the County, do hereby make and restate the following "Findings of Fact" in support hereof.

- (A) The Charter Township of Ypsilanti implemented a nuisance abatement program with regard to foreclosed property, which program is based upon the fact that Ypsilanti Township has experienced over 3,100 foreclosures between 2007 and 2015. The Township has 33% of foreclosures in Washtenaw County, but constitute 15% of the county's households and population; that as a result of these foreclosures, the average SEV of residential properties decreased 37% from 85,550.00 to 52,526.00; that many foreclosed properties became rental properties and the increase in rental properties demonstrates a corresponding increase in crimes and calls for police services.
- (B) Due to the unprecedented number of residential foreclosures between 2007 and 2015, Ypsilanti Township enacted Ordinance No. 2015-450 regarding vacant property registration and regulation in response to the disproportionate number of foreclosed properties in the Township. The implementation of this nuisance abatement program in conjunction with the vacant property ordinance has resulted in increased demand for legal services and staff resources for the filing of nuisance abatement civil actions in the Washtenaw County Circuit Court.
- (C) During this most severe housing crisis not seen since the "Great Depression," the Washtenaw County Office of Community and Economic Development undertook an analysis of housing market conditions throughout the County, which included support from the United States Department of Housing and Urban Development ("HUD"). This analysis resulted in a comprehensive report entitled "Housing Affordability and Economic Equity - Analysis", which report was published in January, 2015. The Township Board adopted this report by passage of Resolution 2015-4 on March 3, 2015. This study found *inter alia* that Ypsilanti Township is experiencing "vastly disproportionate numbers of subsidized housing units" in the Township (p. 5); that the Township "is at risk of entering a point of no return in its downward spiral, as the domino effect of foreclosures roots ever more deeply" (p. 5); that the Township "cannot remain the de facto affordable housing policy for Ann Arbor and Pittsfield; that "continuation of this default way of operating will ensure further decline in property values and fiscal stability" (p. 38); and that the Township "must find partners to intervene in the destabilizing cycle of foreclosure, disinvestment, abandonment, flipping and distress." (p. 38)
- (D) During the aforementioned time period, the City of Ann Arbor Housing Commission released a study in 2012 which examined the Housing Choice Voucher

Program (Section 8), which report concluded that Ypsilanti Township had 547 housing vouchers; that the 547 vouchers constitute 40% of all voucher participants in Washtenaw County while the Township comprises 15% of the county population; that the percentage of the county population using vouchers in the Township is 2.8 times higher than the County as a whole and 4.4 times higher than the City of Ann Arbor.

Thus, based upon the foregoing Findings of Fact, the policy of prohibiting rental units from being rented at subsidized rates or pursuant to programs offered or mandated by any governmental agency for subsidized housing reflect legitimate governmental interests in stabilizing property values, stabilizing incomes and reducing disparities in income, reducing the impacts of disproportionate concentrations of struggling families and corresponding issues of crime, inadequate property maintenance and fiscal stress, and moderating the increased cost of providing supporting governmental services. The foregoing Findings of Fact are the representations of the Township, only, and do not constitute the representations or warranties of S.E. Michigan Land Holding LLC.

Based on the foregoing, the Project shall be subject to the following restrictions:

- (E) A single family home within the above Development shall not be purchased for the purpose of leasing the home to other persons. A home within the above- referenced Development shall only be sold to persons who intend to occupy such home as their personal residence.
- (F) If a home owner whose home qualifies as the home owner's principal residence under the Michigan General Property Tax Act, Act 206 of 1893, as amended, vacates his or her home, such home owner will be permitted to lease his or her home to other persons during the period such home owner continues to hold title to the home, If such home owner thereafter conveys or otherwise transfers title to the home, any lease then in effect shall automatically terminate and, subject to subparagraph (G) below, the tenant(s) shall be required to immediately vacate the home, unless such tenant is the purchaser of the home.
- (G) A homeowner who is permitted to lease his or her home pursuant to subparagraph (F) above, may lease the home for a period not to exceed three (3) years, regardless of whether the home owner continues to own the home beyond such three (3) year period. However, upon the request of the home owner to the applicable Association Board of Directors, the Board of Directors may, upon a showing of good cause, grant a "one time only" extension which extension may be for any number of months with a maximum of 24 months and shall not, under any circumstances, exceed two (2) additional years to lease the home.
- (H) For purposes of the foregoing restrictions, the grant of a mortgage by a homeowner shall not constitute a transfer of the homeowner's title to the home. Notwithstanding anything to the contrary contained herein, a mortgagee that obtains possession of a home by foreclosure, receivership or deed in lieu of foreclosure, shall also be permitted to lease the home to other persons during the period such

mortgagee (or any affiliated entity formed by the mortgagee to hold title to the mortgagee's foreclosed properties) holds title to the home.

- (I) The rental rates for homes permitted to be leased under this Section shall be consistent with the overall rental market of similarly sized rental properties within the Township, and to the extent permitted by federal, state and local law, including the laws adopted and enforced by the Township, the rental of homes shall not be at subsidized rates or pursuant to programs offered by any governmental agency for subsidized housing.
- (J) Except as provided above in this Section, the leasing of homes within Development shall not be permitted, unless a written waiver is obtained from the Board of Directors of the Association formed to administer the affairs of such Development.
- (K) The leasing of homes shall otherwise be subject to all applicable ordinances of the Township pertaining to the leasing of single family residential properties, including ordinances pertaining to licensing and inspections.
- (L) All leases or rental agreements that are permitted under this Section shall incorporate the foregoing provisions.
- (M) The foregoing restrictions shall be contained in the master deeds for the above-referenced Development. The master deeds shall also contain provisions, approved by the Township, giving the Township the authority to enforce the foregoing restrictions and prohibiting the amendment of such restrictions without the prior consent of the Township. In addition, the master deeds for the Project may contain such additional restrictions relating to the leasing of condominium units, as determined by the Developer.

2.24 Surety and Escrows for Infrastructure Improvements. The Developer shall post with the Township or other governmental entity cash, escrow agreement, irrevocable letter of credit, or check payable to the Township in an amount which has been reasonably determined by the Township Engineer to cover the cost of completing any remaining site improvements of Manors At Creekside Village which S.E. Michigan Land Holding LLC is developing, including, mass grading, underground and site improvements such as, but not limited to, water mains, water lead relocations and abandonments, sanitary sewers, sanitary lead relocations and abandonments, WCWRC storm sewers, parking lot lights, curb replacements, street paving, retention ponds and any other site improvements required by the Township, with respect to Manors At Creekside Village being developed by the Developer. The Parties acknowledge that the Existing Letter of Credit previously furnished by Developer to the Township and currently held by the Township satisfies the Developer's obligations under this Section 2.23. The Developer may satisfy the foregoing surety or escrow requirement in all or in part by the posting of such surety or escrows for such improvements with other governmental entities (e.g. the WCRC, the WCWRC, YCUA, etc.) and to the extent any of the foregoing governmental entities hold performance guaranties for any such improvements, the Developer shall be deemed to have satisfied its performance guaranty obligations for such improvements under this Agreement. The Developer shall deliver to the Township Treasurer's office copies of all such surety or escrow agreements with other governmental entities. The surety amount required by the Township may be reduced incrementally as improvements within Manors at Creekside Village are accepted and approved and the Township agrees that, at the Developer's request and upon approval from the appropriate

inspecting agency, sureties held by the Township will be reduced or released to the Developer for completed portions of Manors at Creekside Village. The Township will use its good faith commercially reasonable efforts to reduce or release such sureties to the Developer within forty-five (45) days from the Township's receipt of a written request from the Developer.

2.25 Monuments/Corner Markers. The Township and the Developer acknowledge and agree that all required monuments and unit irons have been installed within the Project.

2.26 Construction Access. The Developer shall take all reasonable measures requested by the Township to reduce any dust created by trucks traveling to and from its construction site, including placing 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, if applicable, the expense of which shall be borne exclusively by the Developer.

2.27 Engineering Plans and Certification.

(A) The Township acknowledges receipt of a "project engineer's certificate," indicating that the water, sanitary sewer, storm sewer, and the storm water detention/retention facilities located within the Project have been constructed in accordance with this Agreement, the PD Stage II Final Site Plan and engineering plans reviewed by the Township.

(B) If not previously furnished by the Original Creekside Village South Developer to the Township, the Developer shall furnish to the Township "as built" engineering plans (3 copies, microfilmed), reviewed and approved by the Township Engineer, showing all site improvements installed within the Project. All inspections for water and sewer (sanitary and storm) installations within a portion of the Project 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" for each portion of the Project for which Developer has requested and has been approved for the issuance of building permits indicating that all soil erosion and sedimentation measures for such portion of the Project have been complied with, according to local Ordinance #102 and part 91 of Act 451 of the Public Acts of 1994.

2.28 Underground Utilities. To the extent not previously installed, the Developer shall cause to be installed underground within each portion of the Project for which S.E. Michigan Land Holding LLC has requested and has been approved for the issuance of building permits, all electric, telephone and other communication systems, in accordance with the requirements of the applicable utility company. The Developer shall dedicate all easements necessary for the installation and maintenance of such utilities to the extent such easements were not established by the Original Creekside Village South Developer.

2.29 Removal of Construction Debris. The Developer shall remove all discarded building materials and rubbish at least once every two weeks during installation and construction of site improvements within Manors at Creekside Village and within two weeks of completion or

abandonment of construction of each development phase. The Developer or its designated builder shall provide temporary containment units for the storage of debris and discarded building material until such time that the materials are scheduled to be removed. No burning of discarded construction material shall be allowed.

2.30 Maintenance Program. The Developer will establish and the Association will implement an ongoing maintenance program for Manors at Creekside Village which complies with the more stringent of the standards required by the Township's Property Maintenance Code or the following standards of the Developer: (i) Landscaping Specifications- Mowing and weeding is performed weekly. Grass height is maintained between 2.75" and 3"; (ii) Snow Plow - Roads are cleared once snow depth reaches 2" for roadways, unless the Washtenaw County Road Commission is responsible for such snow clearance. Walkways are cleared once snow depth reaches 1" and there is no limit on the number of pushes/clearings.

2.31 Developer's Marketing Procedures. The Developer may, in Developer's sole determination utilize one home as a sales center and model home.

2.32 Vested Project. Manors at Creekside Village shall be deemed fully "vested".

2.33 Township Enforcement. In the event there is a failure to timely perform any obligation or undertaking required under or in accordance with this Agreement, the Township may serve written notice upon the Developer, Association and/or the owner of the portion of the Property with respect to which the obligation or undertaking is required (the "violating party") setting forth such deficiencies and a demand that the deficiencies be cured within a stated reasonable time period, and the date, time, and place for a hearing before the Township Board, or such other board, body, or official delegated by the Township Board, for the purpose of allowing the violating party an opportunity to be heard as to why the Township should not proceed with the correction of the deficiency or obligation which has not been undertaken or properly fulfilled. At any such hearing, the time for curing and the hearing itself may be extended and/or continued to a date certain. The foregoing notice and hearing requirements shall not be necessary in the event the Township determines in its discretion that an emergency situation exists requiring immediate action. If, following the hearing described above, the Township Board, or such other board, body, or official designated to conduct the hearing, determines that the obligation has not been fulfilled or failure corrected within the time specified in the notice, or if an emergency circumstance exists as determined by the Township in its discretion, the Township shall thereupon have the power and authority, but not the obligation, to take any or all of the following actions, in addition to any actions authorized under Township ordinances and/or State laws:

- (A) Enter upon the Property, or cause its agents or contractors to enter the Property, and perform such obligation or take such corrective measures as reasonably found by the Township to be appropriate. The cost and expense of making and financing such actions by the Township, including notices by the Township and legal fees incurred by the Township, plus an administrative fee in an amount equivalent to twenty-five percent (25%) of the total of all such costs and expenses incurred, shall be paid by the violating party within thirty (30) days of a billing to the violating party. The payment obligation under this paragraph shall be secured by a

lien against the phase or phases of the Property within which the deficiency exists, which lien shall be deemed effective as of the date of the initial written notice of deficiency provided to the violating party pursuant to this paragraph, or in emergency circumstances, the date at which the Township incurred its first cost or expense in taking corrective action. Such security shall be realized by placing a billing which has been unpaid by the violating party for more than thirty (30) days on the delinquent tax rolls of the Township relative to such portion of the Property as a special assessment, to accumulate interest and penalties, and to be deemed and collected, as and in the same manner as made and provided for collection of delinquent real property taxes. In the discretion of the Township, such costs and expenses may be collected by suit initiated against the violating party, and, in such event, the violating party shall pay all court costs and attorney fees incurred by the Township in connection with such suit if the Township prevails in collecting funds thereby. This provision does not preclude the Township from exercising its rights under Section 1.6 of this Agreement.

- (B) Initiate legal action for the enforcement of any of the provisions, requirements, or obligations set forth in this Agreement. Except in emergency circumstances, the violating party shall be provided notice of the deficiencies from the Township and shall be afforded an opportunity to timely correct. In the event the Township obtains any relief as a result of such litigation, the violating party shall pay all court costs and attorney fees incurred by the Township in connection with such suit.
- (C) The Township may issue a stop work order as to any or all aspects of the Project, may deny the issuance of any requested building permit or certificate of occupancy within any part or all of the Project regardless of whether the violating party is the named applicant for such permit or certificate of occupancy, and may suspend further inspections of any or all aspects of the Project prior to the hearing which shall remain in force until the violation is cured or the Township and the Developer or violating party reach an agreement regarding the violation or default.

2.34 Delay in Enforcement; Severability. Any failure or delay by the Township to enforce any provision herein contained shall in no event be deemed, construed, or relied upon as a waiver or estoppel of the right to eventually do so thereafter. Each provision and obligation contained herein shall be considered to be an independent and separate covenant and agreement, and in the event one or more of the provisions and/or obligations shall for any reason be held to be invalid or unenforceable by a court of competent jurisdiction, all remaining provisions and/or obligations shall nevertheless remain in full force and effect.

2.35 Access to Property. In all instances in which the Township utilizes the proceeds of a financial assurance given to ensure completion or maintenance of improvements, and at any time throughout the period of development and construction of any part of the Project, the Township and its contractors, representatives, consultants, and agents shall be permitted and are hereby granted authority to enter upon all or any portion of the Property for the purpose of

inspecting and/or completing the respective improvements and for the purposes of inspecting for compliance with and enforcing this Agreement.

2.36 Agreement Jointly Drafted. The Parties have negotiated the terms of this Agreement, and such documentation represents the product of the joint efforts and mutual agreements of the Parties. The Developer fully accepts and agrees to the final terms, conditions, requirements, and obligations of this Agreement, and they shall not be permitted in the future to claim that the effect of this Agreement results in an unreasonable limitation upon uses of all or a portion of the Property, or claim that enforcement of this Agreement causes an inverse condemnation, other condemnation or taking of all or any portion of the Property. Furthermore, it is agreed that the improvements and undertakings described in this Agreement are necessary and roughly proportional to the burden imposed and are necessary in order to: (i) ensure that public services and facilities necessary for and affected by the Project will be capable of accommodating the development on the Property and the increased service and facility loads caused by the Project; (ii) protect the natural environment and conserve natural resources; (iii) ensure compatibility with adjacent uses of land; (iv) promote use of the Property in a socially, environmentally, and economically desirable manner; and (v) achieve other legitimate objectives authorized under the Michigan Zoning Enabling Act, MCL 125.3301 *et seq.* It is further agreed and acknowledged hereby that all such improvements, both on-site and off-site, are clearly and substantially related to the burdens to be created by the development of the Property, and all such improvements without exception are clearly and substantially related to the Township's legitimate interests in protecting the public health, safety, and general welfare. The Parties acknowledge and agree that such improvements, both on-site and off-site, have been found to be necessary and constitute a recognizable and material benefit to the ultimate users of the Manors at Creekside Village and to the community.

2.37 Ambiguities and Inconsistencies. Where there is a question with regard to applicable regulations for a particular aspect of the Project, or with regard to clarification, interpretation, or definition of terms or regulations, and there are no apparent express provisions of this Agreement which apply, the Township, in the reasonable exercise of its discretion, shall determine whether the regulations of the Township's Zoning Ordinance, as amended, or other Township Ordinances are applicable, provided such determination is not inconsistent with the nature and intent of this Agreement. In the event of a conflict or inconsistency between two or more provisions of this Agreement, the more restrictive provision shall apply.

2.38 Warranty of Ownership. The Developer hereby warrants that it is the owner in fee simple of the Property described on the attached Property Description **Exhibit B.**

2.39 Running with the Land; Governing Law. This Development Agreement shall run with the land constituting the Property, and shall be binding upon and inure to the benefit of the Parties and all of their respective heirs, successors, assigns, and transferees. This Agreement may be recorded by any of the Parties following the execution of this Agreement. This Development Agreement shall be interpreted and construed in accordance with Michigan law and shall be subject to enforcement only in Michigan courts. The parties understand and agree that this Development Agreement is consistent with the intent and provisions of the Michigan and U.S. Constitutions and all applicable law.

2.40 Agreements. S.E. Michigan Land Holding LLC agrees:

- (A) To provide a “plan for signs” and installation of street name signs according to Washtenaw County Road Commission specifications upon or following commencement of construction (but in any event, to be approved and installed prior to issuance of a final certificate of occupancy) and to install such temporary warning signs and temporary road name signs during the construction period as are appropriate to protect the health, safety and welfare of the public, in accordance with applicable requirements.
- (B) Notwithstanding anything to the contrary set forth herein, the following understandings have been reached between the Township and the S.E. Michigan Land Holding LLC as a part of S.E. Michigan Land Holding LLC preliminary site plan approval and are hereby reaffirmed and incorporated in this Agreement:
 - (1) S.E. Michigan Land Holding LLC shall enter into a binding deed restriction enforceable in perpetuity which would preclude an owner of the Manors at Creekside Village from ever increasing the density of the site beyond 86 units. This restriction is voluntarily and freely undertaken by S.E. Michigan Land Holding.
 - (2) S.E. Michigan Land Holding LLC Landscape Architectural Plans shall include appropriate berming and planting (including adjacent to the neighboring single- family residences) in accordance with the approved site plan.
 - (3) S.E. Michigan Land Holding LLC shall endeavor to cooperate with the Township Solid Waste Committee on future recycling activities.
 - (4) S.E. Michigan Land Holding LLC shall paint fire hydrants “Rustoleum School Bus Yellow” in accordance with Township Fire Departments standards.

Article III

Miscellaneous

3.1 Modifications. 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. This Agreement may not be modified, replaced, amended or terminated without the prior written consent of the Parties.

- (A) **Headings; Construction.** The various headings of this Agreement are included for convenience only and shall not affect the meaning or interpretation of this

Agreement or any provision. When the context and construction so require, all words used in the singular shall be deemed to have been used in the plural and the masculine shall include the feminine and the neuter and vice versa. Capitalized words or phrases not otherwise defined herein shall be construed to be consistent with those words or phrases as used in the Final Site Plan.

- (B) **Partial Validity; Severability.** If any term or provision of this Agreement or its application to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and each such term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- (C) **No Third Party Beneficiaries.** This Agreement is for the sole and exclusive benefit of the parties hereto and their respective successors in interest and assigns, and no third party is intended to, or shall have, any rights hereunder.
- (D) **Joint Product of Parties.** This Agreement is the result of arms-length negotiations between S.E. Michigan Land Holding LLC and the Township and their respective attorneys. Accordingly, none of the parties shall be deemed to be the author of this Agreement, and this Agreement shall not be construed against either party.
- (E) **Inspections.** In consideration of the above undertakings, the Township shall provide timely and reasonable Township inspections as may be required during construction of Manors at Creekside Village.
- (F) **Recordation of Agreement.** S.E. Michigan Land Holding LLC shall record this Agreement with the Washtenaw County Register of Deeds and further provide a recorded copy to the Township Clerks Office.
- (G) **Effect of Agreement.** The terms and provisions of this Agreement and the PD Stage II Final Site Plan for Manors at Creekside Village shall continue in full force and effect. In the event of any conflict between the terms and provisions of this Agreement and/or any other agreement or applicable document, including the PD Stage II Final Site Plan for Manors at Creekside Village, and the provisions of the Zoning Ordinance or any other Township ordinances, rules, regulations or any amendments thereto, the provisions of this Agreement and the PD Stage II Final Site Plan for Manors at Creekside Village shall control and variances shall not be required.
- (H) **Effective Date.** The Effective Date of this Amendment shall be the last date on which both S.E. Michigan Land Holding LLC and the Township sign this Amendment.

The Township Hereby Agrees:

- (1) To accept appropriate easements for public water mains and sanitary sewers.
- (2) To provide timely and reasonable Township inspections as may be required during construction.
- (3) Building permits shall be available for all units in Manors at Creekside Village following usual submittal and review procedures and payment of applicable fees upon (i) Township Board approval of this Development Agreement and (ii) notarized execution of this Development Agreement by S.E. Michigan Land Holding LLC provided to the Township.

**Signatures and acknowledgments by the parties and approval by
counsel for the parties appear on following pages**

Developer:

S.E. MICHIGAN LAND HOLDING LLC, a
Michigan limited liability company

By: _____
Anthony F. Lombardo, its Manager

STATE OF _____)
)SS
COUNTY OF _____)

On this _____ day of _____, 2017, the foregoing instrument was
acknowledged before me by Anthony F. Lombardo, Manager of S.E. Michigan Land Holding
LLC, a Michigan limited liability company on behalf of the company.

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

Township:

CHARTER TOWNSHIP OF YPSILANTI, a
Michigan municipal corporation

By: Brenda L. Stumbo

Its: Supervisor

April 5, 2017
CHARTER TOWNSHIP OF YPSILANTI, a
Michigan municipal corporation

By: Karen Lovejoy Roe

Its: Clerk

April 5, 2017

STATE OF Michigan)
COUNTY OF Washtenaw)SS

On this 5th day of April, 2017, the foregoing instrument was
acknowledged before me by Brenda L. Stumbo Supervisor, and Karen Lovejoy Roe
Clerk, of Charter Township of Ypsilanti, a Michigan municipal corporation on behalf of the
corporation.

DEBORAH A. GRAHAM
NOTARY PUBLIC-STATE OF MICHIGAN
COUNTY OF WASHTENAW
My Commission Expires Oct. 9, 2018
Acting in the County of Washtenaw

Deborah A. Graham
_____, Notary Public
Washtenaw County, Michigan
My Commission Expires: October 9, 2018
Acting in Washtenaw County, Michigan

[Approved as to form & substance]

[Approved as to form only]

DRAFTED BY:

WHEN RECORDED RETURN TO:

Charter Township of Ypsilanti Clerk's Office
Civic Center
7200 S. Huron River Dr.
Ypsilanti, MI 48197

EXHIBIT A

ORIGINAL PROPERTY

Land situated in the Township of Ypsilanti, County of Washtenaw, State of Michigan, described as follows:

Commencing at the Northeast corner of Section 34, T3S, R7E, Ypsilanti Township, Washtenaw County, Michigan; thence S01° 00' 43"E 60.33 feet along the East line of said Section 34 and the centerline of Tuttle Hill Road (60-foot ½ width); thence N84° 58' 45"W 60.33 feet parallel with the North line of said Section 34 for a PLACE OF BEGINNING; thence S01° 00' 43"E 2191.09 feet along the West Right-of-Way line of said Tuttle Hill Road; thence S88° 21' 21"W 1264.00 feet; thence N00° 53' 25"W 2096.77 feet; thence S84° 58' 45"E 603.20 feet; thence N00° 53' 25"W 241.32 feet; thence S84° 58' 45"E 662.77 feet along the South Right-of-Way line of Merritt Road (60-foot ½ width) to the Place of Beginning, containing 66.27 acres of land. More or less being part of the Northeast ¼ of said Section 34.

EXHIBIT B

PROPERTY

Land situated in the Township of Ypsilanti, County of Washtenaw, State of Michigan, described as follows:

Commencing at the Northeast corner of Section 34, T3S, R7E, Ypsilanti Township, Washtenaw County, Michigan; thence S01°00'43"E 60.33 feet along the East line of said Section 34 and the centerline of Tuttle Hill Road (60-foot 1/2 width); thence N84°58'45"W 60.33 feet parallel with the North line of said Section 34 for a PLACE OF BEGINNING; thence S01°00'43"E 906.16 feet along the West Right-of-Way line of said Tuttle Hill Road; thence S85°33'57"W 604.36 feet; thence S02°45'18"W 209.58 feet; thence S86°08'43"W 645.50 feet; thence N00°53'25"W 1075.11 feet; thence S84°58'45"E 603.20 feet; thence N00°53'25"W 241.32 feet; thence S84°58'45"E 662.77 feet along the South Right-of-Way line of Merritt Road (60-foot 1/2 width) to the Place of Beginning, containing 28.97 acres of land, more or less, being a part of the Northeast 1/4 of said Section 34.

EXHIBIT C

Approved Plans and Elevations

CREEKSIDE VILLAGE SOUTH

FINAL SITE PLAN (P.D. STAGE II) FOR A RESIDENTIAL CONDOMINIUM DEVELOPMENT YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN

DEVELOPER

PULTE LAND DEVELOPMENT CORPORATION
26622 WOODWARD AVENUE, SUITE 110
ROYAL OAK, MICHIGAN 48067
248-546-2300 (PHONE)
248-414-7049 (FAX)

ENGINEER/SURVEYOR

ATWELL-HICKS, INC.
7927 NEMCO WAY, SUITE 100
BRIGHTON, MICHIGAN 48116
810-225-6000 (PHONE)
810-225-9600 (FAX)

LEGEND

835	EXIST. CONTOUR
854.6	PROP. CONTOUR
854.6	EXIST. SPOT ELEVATION
854.6	PROP. SPOT ELEVATION
T/C	TOP OF CURB
T/P	TOP OF PAVEMENT
G	GUTTER
D.L.	DAY LIGHT
F.G.	FINISHED GRADE
-R-	DRAINAGE DIRECTION
-R-	EXIST. STORM SEWER
-R-	PROP. STORM SEWER
-ED-	EXIST. MANHOLE
-ED-	PROP. MANHOLE
-ED-	PROP. EDGE DRAIN
-ED-	EXIST. CATCH BASIN/INLET
-ED-	PROP. CATCH BASIN/INLET
-ED-	END SECTION/HEAD WALL
-ED-	CULVERT
-S-	EXIST. SANITARY SEWER
-S-	PROP. SANITARY SEWER
-W-	EXIST. WATER MAIN
-W-	PROP. WATER MAIN
-W-	EXIST. HYDRANT
-W-	PROP. HYDRANT
-W-	EXIST. GATE VALVE IN BOX
-W-	PROP. GATE VALVE IN BOX
-W-	EXIST. GATE VALVE IN MANHOLE
-W-	PROP. GATE VALVE IN MANHOLE
-W-	EXIST. OVERHEAD ELECTRIC
-W-	PROP. OVERHEAD ELECTRIC
-W-	EXIST. UNDERGROUND ELECTRIC
-W-	PROP. UNDERGROUND ELECTRIC
-W-	EXIST. LIGHT POLE
-W-	PROP. LIGHT POLE
-W-	EXIST. UTILITY POLE
-W-	PROP. UTILITY POLE
-W-	GUY WIRE
-W-	SIDEWALK RAMP
-W-	EXIST. ELECTRIC TRANSFORMER
-W-	PROP. ELECTRIC TRANSFORMER
-W-	EXIST. OVERHEAD TELEPHONE
-W-	PROP. OVERHEAD TELEPHONE
-W-	EXIST. UNDERGROUND TELEPHONE
-W-	PROP. UNDERGROUND TELEPHONE
-W-	EXIST. GAS
-W-	PROP. GAS
-W-	EXIST. GAS RISER
-W-	PROP. GAS RISER
-W-	EXIST. CURB AND GUTTER
-W-	PROP. CURB AND GUTTER
-W-	CENTERLINE OF DITCH OR EDGE OF WATER
-W-	FENCE
-W-	PROPERTY LINE
-W-	CENTERLINE
-W-	EXIST. SIGN
-W-	PROP. SIGN
-W-	SILT FENCE
-W-	TREE PROTECTION FENCE
-W-	SECTION CORNER
-W-	EXIST. TREE OR BRUSH LIMIT
-W-	EXIST. WETLAND AREA
-W-	INLET FILTER
-W-	GARAGE SIDE OF HOUSE

SANITARY SEWER BASIS OF DESIGN

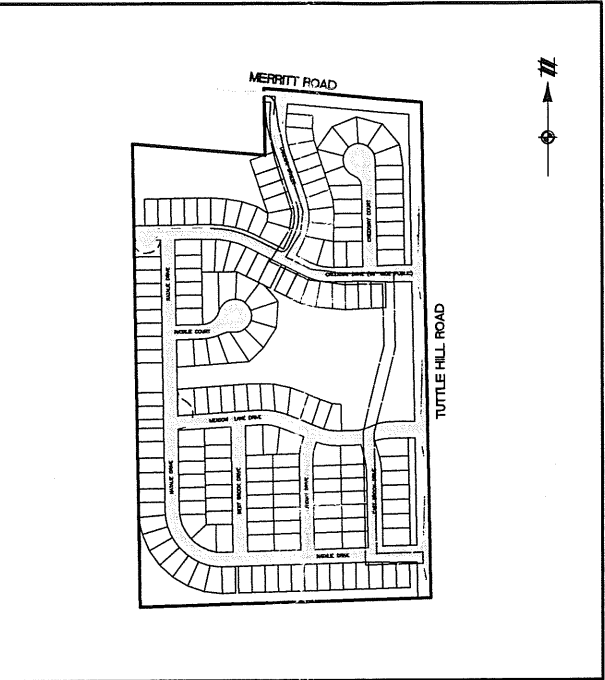
TOTAL UNIT CALCULATION	179 UNITS
UNITS:	
TOTAL POPULATION:	179 x 3.50 PEOPLE PER UNIT: 626.5 PEOPLE
AVERAGE FLOW:	POPULATION x 100 GAL/DAY/CAP.: 0.0989 CFS
PEAKING FACTOR:	$(18 + (P/1000)^{0.5}) / (1 + (P/1000)^{0.5})$: 3.92
PEAK FLOW:	AVERAGE FLOW x PEAKING FACTOR: 0.3798 CFS
TOTAL CAPACITY OF AN 10" DIAMETER PIPE @ 0.30% SLOPE IS 1.20 CFS	
WITH A VELOCITY OF 2.20 FT/SEC. (n=0.013)	
THEREFORE, A 10" SEWER IS SUFFICIENT FOR THE PROPOSED FLOW	

SANITARY SEWER DISTRICT

TOTAL UNIT CALCULATION	900 UNITS
UNITS:	
TOTAL POPULATION:	900 x 3.50 PEOPLE PER UNIT: 3150 PEOPLE
AVERAGE FLOW:	POPULATION x 100 GAL/DAY/CAP.: 0.4874 CFS
PEAKING FACTOR:	$(18 + (P/1000)^{0.5}) / (1 + (P/1000)^{0.5})$: 3.92
PEAK FLOW:	AVERAGE FLOW x PEAKING FACTOR: 1.8669 CFS
TOTAL CAPACITY OF AN 12" DIAMETER PIPE @ 0.22% SLOPE IS 1.67 CFS	
WITH A VELOCITY OF 2.13 FT/SEC. (n=0.013)	
THEREFORE, A 12" SEWER IS SUFFICIENT	

WATERMAIN BASIS OF DESIGN

DOMESTIC DEMANDS	
DOMESTIC USAGE	350 GAL/DAY/UNIT
# OF UNITS	179
ESTIMATED AVERAGE DEMAND	62,650 GPD
	43,500 GPM
PEAK FLOW MULTIPLIER	3.92
ESTIMATED DOMESTIC PEAK FLOW	171 GPM
ESTIMATED FIREFLOW DEMAND	1500 GPM
TOTAL PEAK HOUR DEMANDS	1671 GPM



OVERALL PROJECT PLAN

SCALE: 1"=400'

LEGAL DESCRIPTION

DESCRIPTION OF A PARCEL OF LAND LOCATED IN THE NORTHEAST 1/4 OF SECTION 34, T3S, R7E, YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN

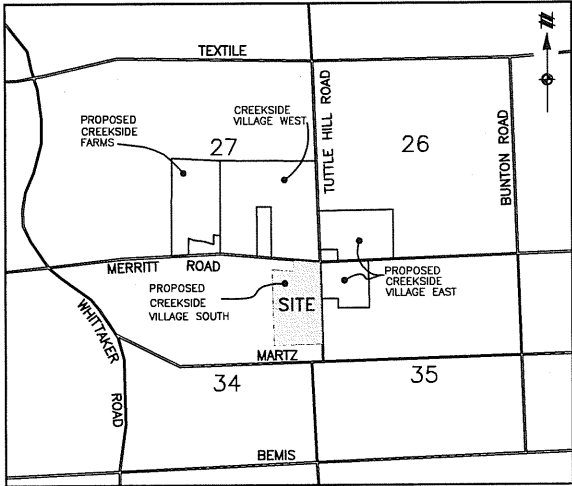
BEGINNING AT THE NORTHEAST CORNER OF SECTION 34, T3S, R7E, YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN; THENCE S01°00'43"E 2244.42 FEET ALONG THE EAST LINE OF SECTION 34 AND THE CENTERLINE OF TUTTLE HILL ROAD (VARIABLE WIDTH); THENCE S88°21'21"W 1324.00 FEET; THENCE N00°53'25"W 2096.73 FEET; THENCE S84°58'58"E 603.20 FEET; THENCE N00°53'25"W 301.64 FEET; THENCE S84°58'45"E 722.97 FEET ALONG THE NORTH LINE OF SAID SECTION 34 AND THE CENTERLINE OF MERRITT ROAD (VARIABLE WIDTH) TO THE PLACE OF BEGINNING, BEING A PART OF THE NORTHEAST 1/4 OF SECTION 34, CONTAINING 66.27 ACRES OF LAND, MORE OR LESS, BEING SUBJECT TO THE RIGHTS OF THE PUBLIC OVER THAT PORTION AS OCCUPIED BY TUTTLE HILL ROAD AND MERRITT ROAD.

SITE DATA

SITE AREA:	66.27 GROSS
ZONING:	P.D.
LOT SIZE:	60 x 120 MIN. (7200 S.F.)
NUMBER OF LOTS:	179
OPEN SPACE REQUIRED:	8,753 AC. PER P.D. STAGE 1 APPROVAL
OPEN SPACE PROVIDED:	9.18 AC.
DENSITY:	2.70 DU/AC
MAXIMUM UNIT COVERAGE:	35%
MAXIMUM FLOOR AREA RATIO:	35%

BENCHMARKS

- R.R. SPIKE IN POWER POLE AT N.W. CORNER OF MERRITT ROAD
1. AND TUTTLE HILL ROAD. NAVD 88. ELEV. 707.61
NAIL IN WEST FACE OF 28" OAK, 650' NORTH OF MARTZ ROAD
2. ON THE EAST SIDE OF TUTTLE HILL ROAD. NAVD 88 ELEV. 705.69



VICINITY MAP
NOT TO SCALE

NOTES

-THE IMPROVEMENTS COVERED BY THESE PLANS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE MICHIGAN DEPARTMENT OF TRANSPORTATION 2003 STANDARD SPECIFICATIONS FOR CONSTRUCTION

-THE PRELIMINARY SITE PLAN WAS APPROVED AS A P.D. STAGE 1 ON 5-4-99 AS DERBYSHIRE ESTATES.

final review #3
Rec'd 7/20/04

SHEET INDEX

SHEET NO.	DESCRIPTION
1.	COVER SHEET
2.	NATURAL FEATURES PLAN
3.	SITE PLAN/LIGHTING PLAN
4.	GRADING AND SOIL EROSION CONTROL PLAN
5.	UTILITY PLAN
6.	OVERALL LANDSCAPE PLAN/TREE MITIGATION
7.	AERIAL PHOTOGRAPHIC OVERLAY
8.	OPEN SPACE DELINEATION
9.	RECREATIONAL FACILITIES PLAN
10.	TREE SURVEY/INVENTORY
11.	ARCHITECTURALS



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

NOTICE:
CONSTRUCTION SITE SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR. NEITHER THE OWNER NOR THE ENGINEER SHALL BE EXPECTED TO ASSUME ANY RESPONSIBILITY FOR SAFETY OF THE WORK, OF PERSONS ENGAGED IN THE WORK, OF ANY NEARBY STRUCTURES, OR OF ANY OTHER PERSONS.
COPYRIGHT © 2004 ATWELL-HICKS, INC.
NO REPRODUCTION SHALL BE MADE WITHOUT THE PRIOR WRITTEN CONSENT OF ATWELL-HICKS, INC.

ATWELL-HICKS, INC.

Civil Engineering • Surveying
Planning • Environmental Services

Naperville, IL
630 577 0800

Washington Twp., MI
810 786 9800

Brighton, MI
810 225 6000

Ann Arbor, MI
734 994 4000

SECTION 34

TOWN 3 SOUTH RANGE 7 EAST

YPSILANTI TOWNSHIP

WASHTENAW COUNTY, MICHIGAN

CLIENT PULTE LAND DEVELOPMENT, CORP.

CREEKSIDE VILLAGE SOUTH

FINAL SITE PLAN

P.D. STAGE II

COVER SHEET

CAD FILE

LVD1514SF-01-CV.dwg

7/23/04 Per Twp. Revisions
6/18/04 Per Twp. Revisions
5-17-04 Twp. Submittal

REVISIONS

DATE 2/15/00

DR. RMC CH. SCS

P.M. P. HEPP

BOOK 1099

JOB LV01514

FILE NO.

458-221-01

K:\LV01514\dwg\Plan Set\Site-Final\LV01514SF-02-NF.dwg, 07/23/2004 02:58:50 PM, sslls



3 WORKING DAYS
BEFORE YOU DIG
CALL MISS DIG
1-800-482-7171
FOR THE LOCATION OF
UNDERGROUND FACILITIES

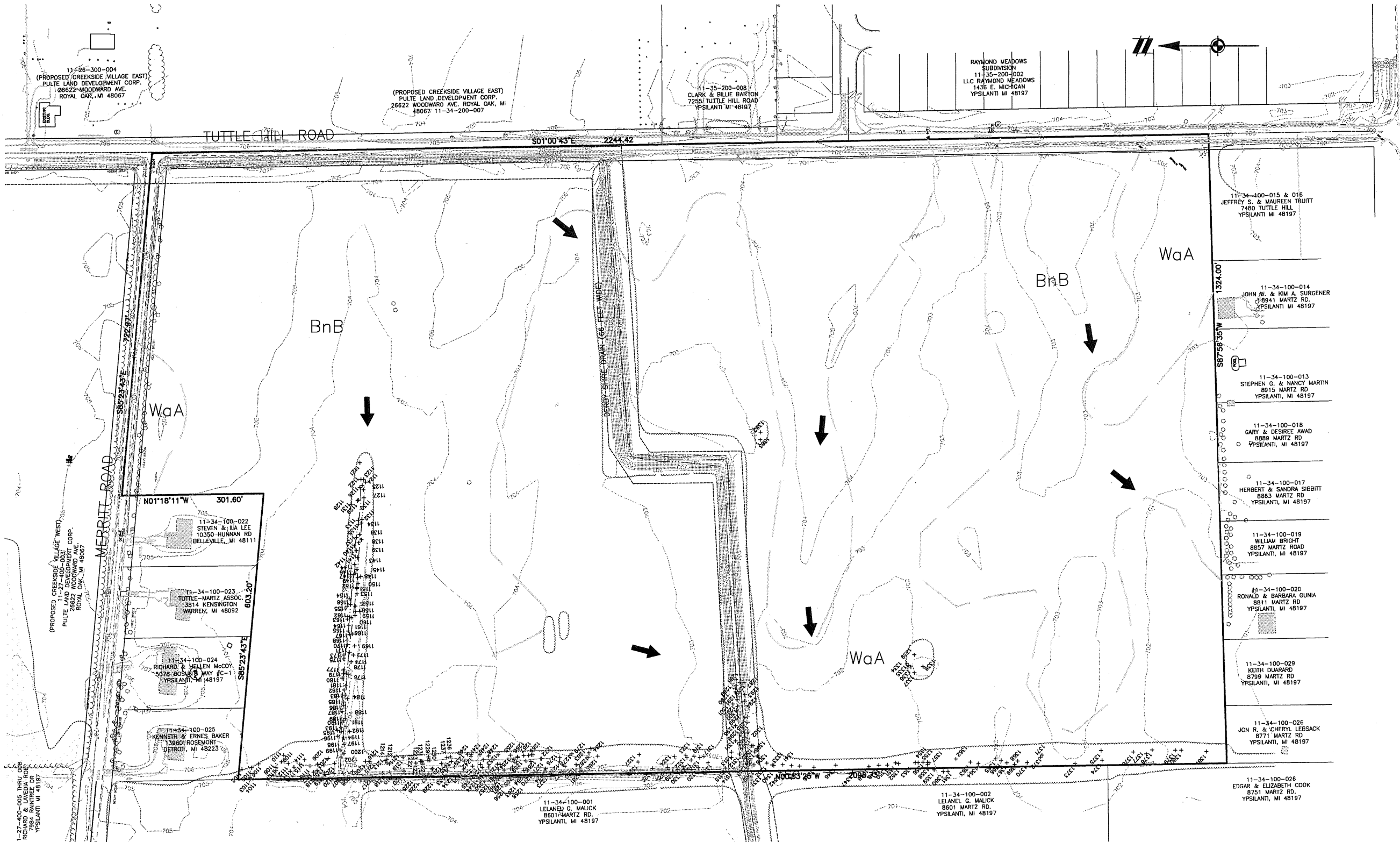
THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR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

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

SOIL LEGEND:

SYMBOL	NAME
WaA	WASEPI SANDY LOAM, 0% TO 4% SLOPES
BnB	BOYER LOAMY SAND, 0% TO 6% SLOPES

→ EXIST. DRAINAGE PATTERN



BENCHMARKS:

1. R.R. SPIKE IN POWER POLE AT N.W. CORNER OF MERRITT ROAD AND TUTTLE HILL ROAD. NAVD 88. ELEV. 707.61
2. NAIL IN WEST FACE OF 28" OAK, 850' NORTH OF MARTZ ROAD ON THE EAST SIDE OF TUTTLE HILL ROAD. NAVD 88 ELEV. 705.69

ATWELL-HICKS, INC.

Civil Engineering • Surveying
Planning • Environmental Services

Ann Arbor, MI 734 994 4000
Brighton, MI 810 225 6000
Washington Twp., MI 810 786 9800
Naperville, IL 630 577 0800

CLIENT
PULTE LAND DEVELOPMENT, CORP.

CREEKSIDE VILLAGE SOUTH
FINAL SITE PLAN

P.D. STAGE II

NATURAL FEATURES PLAN

CAD FILE
LV01514SF-02-NF.dwg

7/23/04 Per Twp. Revisions
6/18/04 Per Twp. Revisions
5-17-04 Twp. Submittal

REVISIONS

DATE 2/15/00

AI

SCALE 0 50 100

1" = 100 FEET

DR. RMC CH. SCS

P.M. P. HEPP

BOOK 1099

JOB LV01514

FILE NO.

458-221-02

LOT SIZE CHART

AREA	WIDTH	#	AREA	WIDTH
1 7,311 SF.	60.03'	81	7,200 SF.	60.00'
2 8,393 SF.	76.86'	82	7,200 SF.	60.00'
3 7,871 SF.	68.80'	83	7,200 SF.	60.00'
4 7,200 SF.	60.00'	84	7,200 SF.	60.00'
5 7,200 SF.	60.00'	85	7,200 SF.	60.00'
6 7,200 SF.	60.00'	86	7,200 SF.	60.00'
7 8,124 SF.	60.10'	87	7,200 SF.	60.00'
8 8,103 SF.	60.09'	88	7,200 SF.	60.00'
9 8,824 SF.	67.65'	89	7,201 SF.	60.01'
10 10,568 SF.	101.00'	90	7,202 SF.	60.00'
11 7,356 SF.	72.35'	101	8,107 SF.	60.11'
12 8,882 SF.	60.00'	102	7,879 SF.	60.11'
13 8,859 SF.	75.00'	103	7,879 SF.	60.11'
14 8,428 SF.	63.53'	104	7,879 SF.	60.11'
15 8,274 SF.	63.53'	105	7,879 SF.	60.11'
16 8,318 SF.	63.53'	106	7,879 SF.	60.11'
17 9,018 SF.	63.55'	107	8,028 SF.	60.11'
18 7,744 SF.	116.13'	108	7,554 SF.	60.02'
19 8,232 SF.	60.94'	109	7,200 SF.	60.00'
20 9,837 SF.	63.04'	110	8,825 SF.	73.54'
21 9,434 SF.	63.04'	111	9,000 SF.	75.00'
22 9,434 SF.	63.04'	112	7,200 SF.	60.00'
23 9,434 SF.	63.04'	113	7,200 SF.	60.00'
24 8,669 SF.	62.42'	114	7,288 SF.	60.81'
25 7,624 SF.	63.53'	115	9,341 SF.	76.18'
26 7,624 SF.	63.53'	116	7,800 SF.	65.00'
27 7,624 SF.	63.53'	117	7,200 SF.	60.00'
28 7,624 SF.	63.53'	118	7,200 SF.	60.00'
29 7,624 SF.	63.53'	119	7,200 SF.	60.00'
30 7,624 SF.	63.53'	120	7,312 SF.	61.06'
31 8,482 SF.	71.25'	121	9,032 SF.	105.14'
32 7,527 SF.	63.57'	122	8,452 SF.	111.26'
33 7,407 SF.	60.93'	123	9,406 SF.	75.18'
34 7,564 SF.	60.01'	124	7,200 SF.	60.00'
35 7,467 SF.	60.00'	125	7,200 SF.	60.00'
36 7,824 SF.	60.09'	126	7,200 SF.	60.00'
37 7,880 SF.	60.09'	127	7,200 SF.	60.00'
38 7,855 SF.	60.03'	128	7,200 SF.	60.00'
39 7,200 SF.	60.00'	129	7,200 SF.	60.00'
40 7,200 SF.	60.00'	130	9,341 SF.	79.50'
41 7,200 SF.	60.00'	131	9,380 SF.	78.58'
42 7,230 SF.	60.00'	132	7,200 SF.	60.00'
43 7,999 SF.	66.48'	133	7,272 SF.	60.00'
44 7,891 SF.	64.44'	134	7,280 SF.	60.00'
45 9,057 SF.	63.73'	135	7,308 SF.	60.00'
46 8,508 SF.	71.57'	136	7,258 SF.	60.00'
47 7,200 SF.	60.00'	137	7,210 SF.	60.00'
48 7,200 SF.	60.00'	138	8,349 SF.	64.57'
49 7,200 SF.	60.00'	139	8,838 SF.	65.75'
50 7,200 SF.	60.00'	140	7,204 SF.	60.03'
51 8,994 SF.	75.00'	141	7,212 SF.	60.03'
52 16,853 SF.	117.80'	142	7,373 SF.	72.99'
53 10,806 SF.	85.18'	143	9,186 SF.	80.30'
54 8,727 SF.	60.94'	144	10,584 SF.	85.40'
55 9,818 SF.	60.94'	145	7,201 SF.	60.01'
56 9,765 SF.	60.94'	146	7,201 SF.	60.01'
57 8,872 SF.	60.94'	147	7,201 SF.	60.01'
58 10,191 SF.	72.80'	148	7,201 SF.	60.01'
59 10,483 SF.	64.91'	149	7,201 SF.	60.01'
60 8,511 SF.	60.44'	150	7,201 SF.	60.01'
61 7,857 SF.	62.18'	151	9,001 SF.	75.01'
62 9,435 SF.	76.18'	152	9,001 SF.	75.01'
63 7,200 SF.	60.00'	153	7,201 SF.	60.01'
64 7,200 SF.	60.00'	154	7,201 SF.	60.01'
65 7,200 SF.	60.00'	155	7,200 SF.	60.01'
66 7,200 SF.	60.00'	156	7,201 SF.	60.01'
67 7,200 SF.	60.00'	157	7,201 SF.	60.01'
68 7,200 SF.	60.00'	158	7,222 SF.	60.09'
69 7,200 SF.	60.00'	159	11,891 SF.	102.89'
70 7,200 SF.	60.00'	160	7,200 SF.	60.01'
71 9,000 SF.	75.00'	161	7,728 SF.	60.01'
72 7,200 SF.	60.00'	162	7,735 SF.	60.01'
73 7,200 SF.	60.00'	163	7,743 SF.	60.01'
74 7,200 SF.	60.00'	164	6,158 SF.	63.91'
75 7,200 SF.	60.00'	165	8,608 SF.	75.01'
76 7,256 SF.	60.00'	166	8,001 SF.	75.00'
77 7,700 SF.	60.04'	167	7,580 SF.	63.00'
78 7,688 SF.	60.04'	168	7,200 SF.	60.00'
79 7,698 SF.	60.04'	169	7,200 SF.	60.00'
80 7,239 SF.	62.02'	170	7,200 SF.	60.00'
81 10,880 SF.	95.18'	171	7,182 SF.	58.82'
82 7,972 SF.	82.75'	172	9,478 SF.	89.84'
83 8,628 SF.	77.02'	173	11,015 SF.	80.31'
84 7,200 SF.	60.00'	174	7,804 SF.	65.30'
85 7,200 SF.	60.00'	175	7,800 SF.	65.00'
86 8,454 SF.	70.45'	176	7,800 SF.	65.00'
87 8,877 SF.	60.00'	177	7,800 SF.	65.00'
88 7,003 SF.	60.04'	178	7,800 SF.	65.00'
89 7,150 SF.	60.04'	179	8,601 SF.	80.00'
90 7,200 SF.	60.00'			

STREET LIGHT POLE (TYP.)

(PROPOSED CREEKSIDE VILLAGE WEST)
PULTE LAND DEVELOPMENT CORP.
26522 WOODWARD AVE.
ROYAL OAK, MI 48067

100-WATT, HIGH-PRESSURE SODIUM LAMP
8'-0" OR 10'-0" HGT.
CONCRETE FOUNDATION
FINISH GRADE
3'-0" DIA.
1'-0" DIA.

LIGHT POLE SPECIFICATIONS:
DESCRIPTION
THE LIGHTING POST SHALL BE ALL CAST ALUMINUM CONSTRUCTION, WAREHOUSE FINISH, WITH AN OCCASIONAL DESIGN OF ALTERNATING FLAT AND CONVEX SURFACES.
MATERIALS
THE BASE MATERIAL SHALL BE HEAVY WALL CAST ALUMINUM, FORMED TRUE TO THE PATTERNS WITH COMPLETE DETAIL. ALL HARDWARE SHALL BE TAPER KEYHOLE STAINLESS STEEL. ANCHOR BOLTS SHALL BE HOT DIPPED GALVANIZED.
DIMENSIONS
THE POST SHALL BE 8"-10" IN HEIGHT AND SHALL TAPER FROM 4" DIA. AT THE BASE TO 2" AT THE TOP. THE TOP OF THE POST SHALL BE PROVIDED WITH A 7" POST CAP FOR LUMINAIRE MOUNTING.
INSTALLATION
THE POST SHALL BE PROVIDED WITH FOUR 3/4" DIA. TYPE ANCHOR BOLTS TO BE INSTALLED ON A 16" SQUARE FOOT GRID. A DOOR SHALL BE PROVIDED IN THE BASE FOR SECURING ANCHOR BOLTS AND FOR WIRING ACCESS. A DRIPWING SCREW SHALL BE PROVIDED WHERE THE BASE OPPOSITE THE DOOR, OR EAST ACCESS.
FINISH
THE POST SHALL BE SHIPPED PREFINISHED WITH A CHROMIUM PLATED, BEAT-RESISTANT, POLYURETHANE COATING. COLORS AVAILABLE ARE: BLACK (BK) (CONVEX FINISH), DARK BRONZE (DB), OR DARK GREEN (DG). CUSTOM COLORED (CO) OR PRIME PAINTED (PP) POSTS ARE ALSO AVAILABLE.

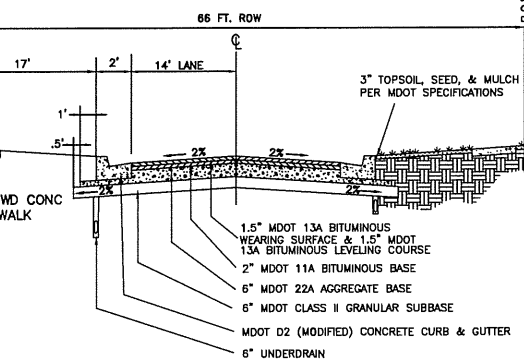
LIGHTING DETAIL



3 WORKING DAYS
BEFORE YOU DIG
CALL MISS DIG
1-800-482-7171
FOR THE LOCATION OF
UNDERGROUND FACILITIES

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

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



TYP. RURAL, LOCAL AND RESIDENTIAL - 66 FT. R.O.W.

ROAD CROSS SECTION

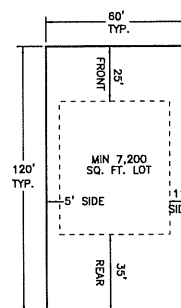
NO SCALE

SITE DATA
P.D. STAGE I

SITE AREA: 66.27 GROSS
ZONING: P.D.
UNIT SIZE: 60' x 120' MIN. (7200 S.F.)
NUMBER OF UNITS: 180
OPEN SPACE REQUIRED: 8,753 AC. PER P.D. STAGE I APPROVAL
OPEN SPACE PROVIDED: 8,753 AC.
DENSITY: 2.72 DU/AC
MAXIMUM UNIT COVERAGE: 35%
MAXIMUM FLOOR AREA RATIO: 35%

SITE DATA
P.D. STAGE II

SITE AREA: 66.27 GROSS
ZONING: P.D.
UNIT SIZE: 60' x 120' MIN. (7200 S.F.)
NUMBER OF LOTS: 179
OPEN SPACE REQUIRED: 8,753 AC. PER P.D. STAGE I APPROVAL
OPEN SPACE PROVIDED: 9.18 AC.
DENSITY: 2.70 DU/AC
MAXIMUM UNIT COVERAGE: 35%
MAXIMUM FLOOR AREA RATIO: 35%

NO SCALE
R3 - ZONING

NOTES:

1. SITE IS PROPOSED TO BE SERVED BY PUBLIC SEWER AND WATER.
2. ALL TELEPHONE, ELECTRIC AND CABLE LINES TO BE PLACED UNDERGROUND ENTIRELY WITHIN PRIVATE EASEMENTS.
3. SOIL EROSION AND SEDIMENTATION CONTROL WILL COMPLY WITH PART 91, 1994 PA 451 AS AMENDED.
4. TWO STREET TREES PER LOT TO BE PROVIDED IN ACCORDANCE WITH THE REQUIREMENTS OF YPSILANTI TOWNSHIP WITH THE EXCEPTION OF AREAS THAT PREVENT WCR INTERSECTION AND STOP SIGN SIGHT DISTANCE.
5. PROPOSED IMPROVEMENTS WITHIN MERRITT ROAD AND TUTTLE HILL ROAD RIGHT-OF-WAY ARE BASED ON BASIC SPEED LAW OF 55 MPH.
6. ALL ROADS PROPOSED ARE PUBLIC

ATWELL-HICKS, INC.

Civil Engineering • Surveying
Planning • Environmental ServicesAnn Arbor, MI Brighton, MI
734 994 4000 810 225 6000SECTION 34
TOWN 3 SOUTH, RANGE 7 EAST
YPSILANTI TOWNSHIPCLIENT
PULTE LAND DEVELOPMENT, CORP.
CREEKSIDE VILLAGE SOUTH
FINAL SITE PLAN
P.D. STAGE II
SITE PLAN/LIGHTING PLANCAD FILE
LV01514SF-03-L.dwg

7/23/04 Per Twp. Revisions
6/18/04 Per Twp. Revisions
5-17-04 Twp. Submittal

DATE 2/15/00

1" = 100 FEET
SCALE 0 50 100

DR. RMC [Signature] CH. SECS

P.M. P. HEPP

BOOK 1099

JOB LV01514

FILE NO.

458-221-03

Naperville, IL
Washington Twp., MI
810 786 9800

K:\LV01514\dwg\Plan Set\Site-Final\LV01514SF-04-G.dwg, 07/23/2004 02:59:47 PM, ssills



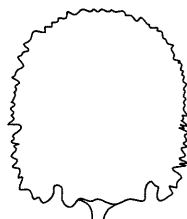
LEGEND

XX SILT FENCE
TREE PROTECTION FENCE

SOIL EROSION AND SEDIMENTATION CONTROL SHALL ADHERE TO 1994 P.A. 451 PART 91 AS AMENDED AND ALL OTHER APPLICABLE STANDARDS AND SPECIFICATIONS AS DEVELOPED AND ADMINISTERED BY THE CHARTER TOWNSHIP OF YPSILANTI.

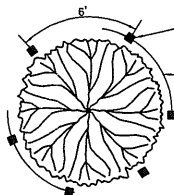
DEWATERING: ALL SLURRY RESULTING FROM ANY DEWATERING OPERATION SHALL BE PUMPED TO EITHER A SEDIMENT CONTAINMENT BAG OR A SUMP LOCATED AWAY FROM THE WATERCOURSE AND ALLOWED TO FILTER THROUGH NATURAL UPLAND VEGETATION OR GRAVEL FILTERS FOR A SUFFICIENT DISTANCE TO REMOVE SUSPENDED PARTICLES PRIOR TO THE WATER ENTERING ANY WETLANDS, LAKES OR STREAMS.

ELEVATION



FENCE SHALL BE LOCATED AT THE OUTER PERIMETER OF THE SPREAD OF THE BRANCHES (DRIP-LINE) OR CLOSER ONLY AT THE DIRECTION OF THE LANDSCAPE ARCHITECT.

PLAN

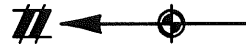


STANDARD STEEL OR WOODEN FENCE POST
STANDARD 48" HIGH SNOW OR CONSTRUCTION FENCE

TREE PROTECTION NOTES:

1. ALL TREES TO BE REMOVED WILL BE IDENTIFIED BY RED FLAGGING.
2. TREE PROTECTION FENCING IS TO BE ERECTED PRIOR TO ANY EARTHWORK OR CONSTRUCTION AND IS TO REMAIN IN PLACE UNTIL CONSTRUCTION IS COMPLETE.
3. ALL DEBRIS, FILL, EQUIPMENT OR MATERIAL IS TO BE KEPT CLEAR OF AREA WITHIN PROTECTIVE FENCE. NO CLEANSING OF EQUIPMENT OR MATERIAL OR STORAGE OR DISPOSAL OF ANY MATERIAL WITHIN THE DRIP LINE OF ANY TREES TO BE SAVED.
4. SILT FENCE WILL BE PLACED 1' OFF TREE PROTECTIVE FENCING.

TREE PROTECTION FENCE DETAIL
NO SCALE



ATWELL-HICKS, INC.

Civil Engineering • Surveying
Planning • Environmental Services

Ann Arbor, MI 734 994 4000 Brighton, MI 810 225 6000 Washington Twp., MI 810 786 9800 Naperville, IL 630 577 0800

CLIENT PULTE LAND DEVELOPMENT, CORP.

CREEKSIDE VILLAGE SOUTH
FINAL SITE PLAN

P.D. STAGE II
GRADING AND SOIL
EROSION CONTROL PLAN

CAD FILE
LV01514SF-04-G.dwg

7/23/04 Per Twp. Revisions
6/18/04 Per Twp. Revisions
5-17-04 Twp. Submittal

REVISIONS

DATE 2/15/00

AH

SCALE 0 50 100
1" = 100 FEET

DR. RMC CH. SCS

P.M. P. HEPP

BOOK 1099

JOB LV01514

FILE NO.

458-221-04

K:\LV01514dwg\Plan Set\Site-Final\LV01514SF-04-U.dwg, 07/23/2004 03:00:07 PM, sslls



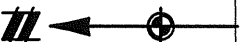
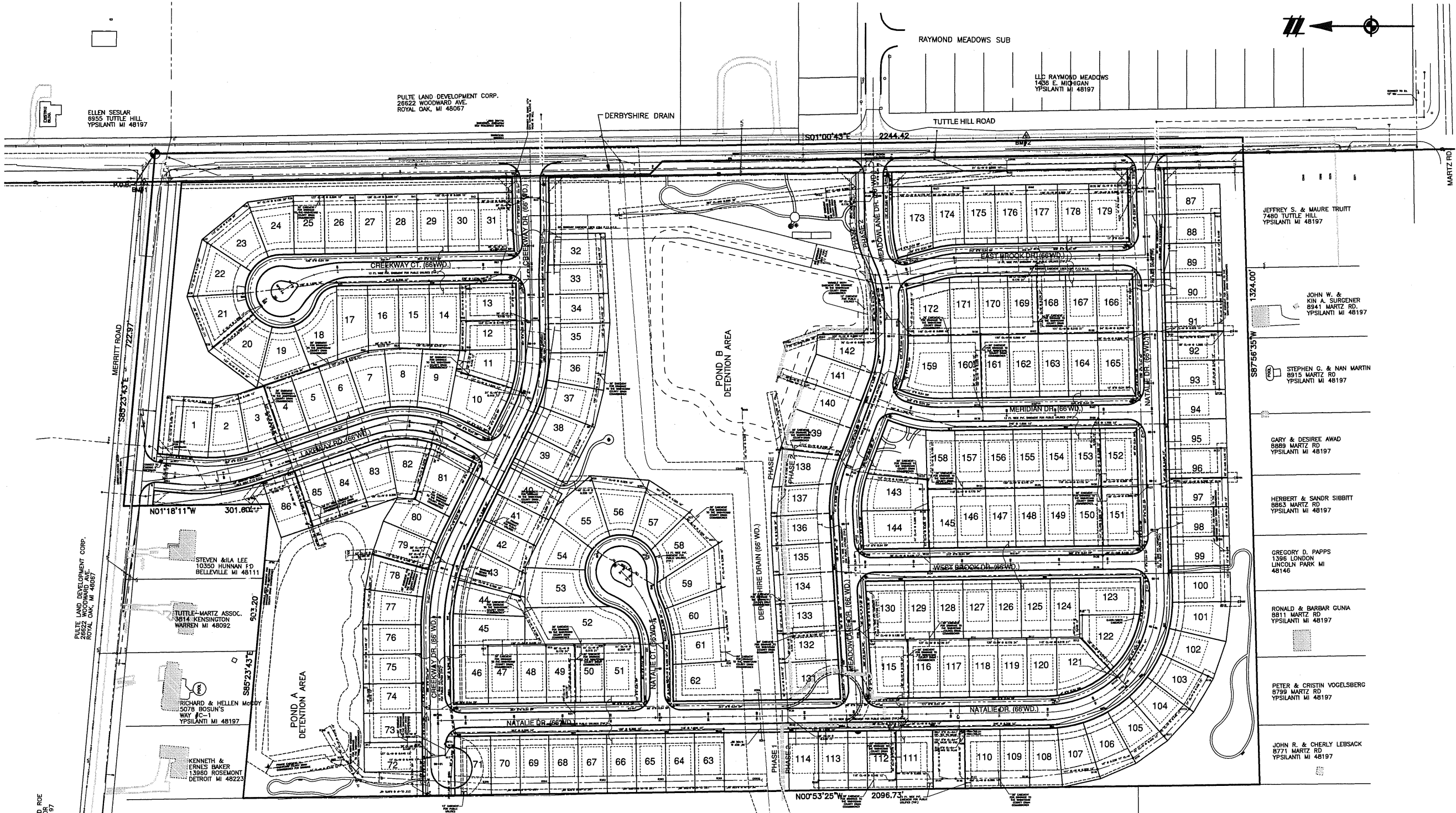
3 WORKING DAYS
BEFORE YOU DIG
CALL MISS DIG
1-800-482-7171
FOR THE LOCATION OF
UNDERGROUND FACILITIES

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

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

LEGEND

- EXIST. STORM SEWER
- PROP. STORM SEWER
- EXIST. MANHOLE
- PROP. MANHOLE
- PROP. EDGE ISH
- EXIST. CATCH BASIN/INLET
- PROP. CATCH BASIN/INLET
- END SECTION
- EXIST. SANITARY SEWER
- PROP. SANITARY SEWER
- EXIST. CLEANOUT
- PROP. CLEANOUT
- EXIST. WATER MAIN
- PROP. WATER MAIN
- EXIST. HYDRANT
- PROP. HYDRANT
- EXIST. SHUTOFF OR CURB BOX
- PROP. SHUTOFF OR CURB BOX
- EXIST. GATE VALVE IN BOX
- PROP. GATE VALVE IN BOX
- EXIST. GATE VALVE IN MANHOLE
- PROP. GATE VALVE IN MANHOLE
- EXIST. CURB AND CUTTER
- PROP. CURB AND CUTTER
- PROPERTY LINE
- CENTERLINE
- DRAINAGE DIRECTION
- SIDEWALK RAMP
- SECTION CORNER



ATWELL-HICKS, INC.

Civil Engineering • Surveying
Planning • Environmental Services

Am Arbor, MI 734 994 4000
Brighton, MI 810 225 6000
Washington Twp., MI 810 786 9800
Naperville, IL 630 577 0800

SECTION 34

TOWN 3 SOUTH, RANGE 7 EAST

YPSILANTI TOWNSHIP

WASHTENAW COUNTY, MICHIGAN

CLIENT
PULTE LAND DEVELOPMENT, CORP.

CREEKSIDE VILLAGE SOUTH

FINAL SITE PLAN

P.D. STAGE II
UTILITY PLAN

CAD FILE

LV01514SF-04-U.dwg

7/23/04 Per Twp. Revisions

6/18/04 Per Twp. Revisions

5-17-04 Twp. Submittal

REVISIONS

DATE 2/15/00



SCALE 0 50 100

1" = 50 FEET

DR. RMC CH. SCS

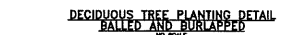
P.M. P. HEPP

BOOK 1099

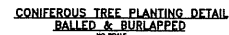
JOB LV01514

FILE NO.

458-221-05



NOTE:
LOCATION OF TREES TO BE RELOCATED OUTSIDE OF
W.C.R.C. CLEAR-VIEW AREA SHALL BE DETERMINED BY
TOWNSHIP AT TIME OF TREE INSTALLATION.



LANDSCAPE NOTES

Landscape Notes:

1. All landscaping shall be installed and maintained in accordance with Ypsilanti Township standards and in accordance with current industry standards in a neat, healthy and weed free condition.
2. All disturbed improved areas are to be seeded or seeded with MDOT class A seed or sod over a minimum of 4 inch depth of topsoil, except where noted otherwise on plans.
3. The landscape contractor shall be responsible for verification of all underground and overhead utilities. Plant material is to be located such that it will not interfere with any underground or overhead utilities.
4. All landscape areas shall be provided with a readily available water supply.
5. Substitutions of plant material must have prior Township approval.

LANDSCAPE DATA

Interior Trees	180 Proposed Lots		Greenbelt Screening – Merritt Road – 723 I.f.		
	REQUIRED	PROPOSED		REQUIRED	PROPOSED
Deciduous Trees			Width	25'	25'+
2 Per Lot	360	373	Deciduous Trees	18	18
			Ø1 per 40 If		
			Evergreen Trees	24	24
<u>Detention Area Screening</u>			15'oc & 50% of length	6' Ht.	
	REQUIRED	PROPOSED	Ornamental Trees		
<u>Western Detention Area 1,200 I.f.</u>			Ø1 per 100 If	8	8
Trees			Shrubs		
Ø1 per 50 If	24	24	Ø1 per 5 If	145	145
Shrubs					
Ø10 per 50 If	240	240			
<u>Central Detention Area 1424 I.f.</u>					
			Greenbelt Screening – Tuttle Hill Road – 2,245 I.f.		
	REQUIRED	PROPOSED		REQUIRED	PROPOSED
Trees			Width	25'	25'+
Ø1 per 50 If	29	29	Deciduous Trees		
Shrubs			Ø1 per 40 If	56	56
Ø10 per 50 If	290	290	Evergreen Trees	75	75
			15'oc & 50% of length	6' Ht.	
55 Additional shade trees have been added to the detention areas for water cooling effects.			Ornamental Trees		
			Ø1 per 100 If	23	23
			Shrubs		
			Ø1 per 5 If	449	449

Wetland vegetation areas- Wetland vegetation areas are to have a mix of the following;

Tussock Sedge (<i>Carex</i> s. Lam.)	4 ft. o.c.
Spotted Joe Pye Weed (<i>Eupatorium</i> m. L.)	4 ft. o.c.
Blue Vervain (<i>Verbena Hastata</i> L.)	4 ft. o.c.

Plants shall be one year old prior to planting. Planting soil shall be a 50/50 mix of sandy topsoil and michigan peat.

PLANT LIST

SYMBOL

Key Quant. Species

CANOPY TREES

	Key	Quant.	Species	Size	Spec.
AR	248		Acer rubrum 'Red Sunset' Red Sunset Maple	2.5' cal.	B&B
SS	16		Salix Species Weeping Willow	2.5' cal.	B&B
TC	148		Tilia cordata 'Greenspire' Greenspire Linden	2.5' cal.	B&B
LS	7		Sweet Gum	3' cal.	B&B
QR	112		Quercus rubra Red Oak	2.5' cal.	B&B
AS	36		Commemoration Sugar Maple	3' cal.	B&B

ORNAMENTAL TREES

MF	22		Japanese Floribunda Japanese Flowering Crab Apple	1.5' cal.	B&B
----	----	--	--	-----------	-----

SHRUBS

CS	382		Cornus Bailey Bailey dogwood	24" ht.	B&B
EA	185		Greenspire Linden Dwarf Burningbush	24" ht.	cont.
VO	117		Viburnum dentatum Arrowwood Viburnum	4' ht.	B&B
VO	49		Viburnum opulus European Cranberrybush	4' ht.	B&B
FI	236		Forsythia intermedia 'Lynwood Gold' Lynwood Gold Forsythia	24" ht.	cont.
RA	301		Rosa 'Armstrong' 'Grow Lo' Grow Lo Sumco	24" ht.	cont.






EVERGREENS

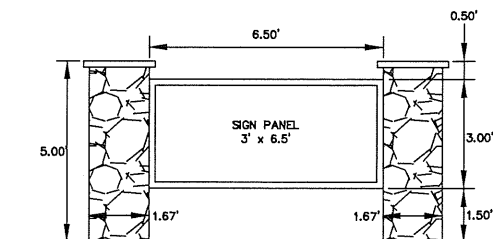
PR	49		Pinus resinosa Red Pine	6' ht.	B&B
PA	63		Picea abies Norway Spruce	6' ht.	B&B
PG	64		Picea glauca White spruce	6' ht.	B&B

TREE MITIGATION

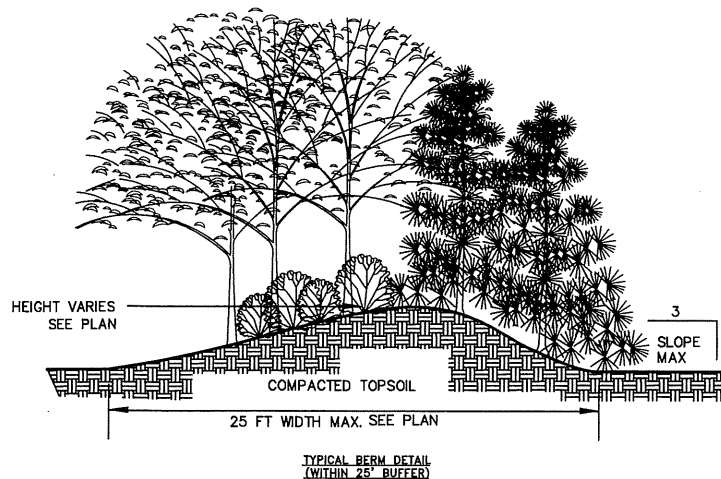
185	TREES TO BE REMOVED
83	REPLACEMENT TREES REQUIRED AND PROVIDED (SEE P. 27)

TREE MITIGATION PLANT LIST

SYMBOL		Key	Quant.	Species	Size	Spec.
	RM	29	Acer saccharum Sugar Maple	3.5" col.	B&B	
	CO	29	Rubus occidentalis Raspberry	1.5" col.	B&B	
	LP	16	Platanus acerifolia London Plane Tree	2.5" col.	B&B	
	PP	10	Picea pungens Colorado Spruce	2.5" col.	B&B	
	JF	9	Malus floribunda Japanese Flowering Crab Apple	2.5" col.	B&B	
TOTAL		63				



ENTRY SIGN DETAIL



NOTE:
260 FEET OF INTERSECTION SIGHT DISTANCE, AND 200 FEET OF STOP SIGN SIGHT DISTANCE SHALL BE PROVIDED AT EACH INTERSECTION. FAILURE TO PROVIDE THESE DISTANCES WILL RESULT IN THE RELOCATION AND/OR REMOVAL OF TREES PRIOR TO ROAD ACCEPTANCE.

K:\LV01514\dwg\Plan Set\Site-Final\LV01514SF-06-AP.dwg, 07/23/2004 03:01:16 PM, ssills



3 WORKING DAYS
BEFORE YOU DIG
CALL MISS DIG
1-800-485-7171
FOR THE LOCATION OF
UNDERGROUND UTILITIES

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

NOTICE:

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

COPYRIGHT © ATWELL-HICKS, INC.
NO REPRODUCTION SHALL BE MADE WITHOUT THE PRIOR WRITTEN CONSENT OF ATWELL-HICKS, INC.



ATWELL-HICKS, INC.

Civil Engineering • Surveying
Planning • Environmental Services

Ann Arbor, MI 734 994 4000
Brighton, MI 810 225 6000
Washington Twp., MI 810 786 9800
Naperville, IL 630 577 0800

CLIENT
PULTE LAND DEVELOPMENT, CORP.

CREEKSIDE VILLAGE SOUTH

FINAL SITE PLAN

P.D. STAGE II

AERIAL PHOTOGRAPHIC OVERLAY

CAD FILE
LV01514SF-06-AP.dwg

7/23/04 Per Twp. Revisions
6/18/04 Per Twp. Revisions
5-17-04 Twp. Submittal

REVISIONS

DATE 2/15/00

AH

SCALE 0 50 100
1" = 100 FEET

DR. RMC CH. SCS

P.M. P. HEPP

BOOK 1099

JOB LV01514

FILE NO.

458-221-07



OPEN SPACE AREA CALCULATIONS

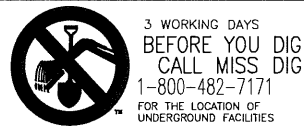
	ACTIVE RECREATION AREAS	2.69 ACRES
	PASSIVE RECREATION AREAS	2.11 ACRES
	UPLAND NATURAL PRESERVATION AREAS	2.48 ACRES
	WETLAND AREAS	0.27 ACRES
	LANDSCAPE BUFFERS	1.63 ACRES

TOTAL OPEN SPACE AREAS 9.18 ACRES

ADDITIONAL OPEN SPACE AREAS

	WCDC\WCRC EASEMENTS	3.69 ACRES
	DETENTION PONDS	3.71 ACRES

TOTAL ADDITIONAL OPEN SPACE 7.40 ACRES



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

NOTICE:

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

COPYRIGHT © 2003 ATWELL-HICKS, INC. NO REPRODUCTION SHALL BE MADE WITHOUT THE PRIOR WRITTEN CONSENT OF ATWELL-HICKS, INC.

ATWELL-HICKS, INC.

Civil Engineering • Surveying
Planning • Environmental Services

Naperville, IL
630 577 0800

Washington Twp., MI
810 786 9800

Brighton, MI
810 225 6000

Ann Arbor, MI
734 994 4000

SECTION 34

TOWN 3 SOUTH, RANGE 7 EAST

YPSILANTI TOWNSHIP

WASHTENAW COUNTY, MICHIGAN

CLIENT PULTE LAND DEVELOPMENT, CORP.

CREEKSIDE VILLAGE SOUTH

FINAL SITE PLAN

P.D. STAGE II

CAD FILE

LV01514SF-07-05.dwg

7/23/04 Per Twp. Revisions

6/18/04 Per Twp. Revisions

5-17-04 Twp. Submittal

REVISIONS

DATE

2/15/00

AI

SCALE 0 50

1" = 100 FEET

DR. RMC CH. SCS

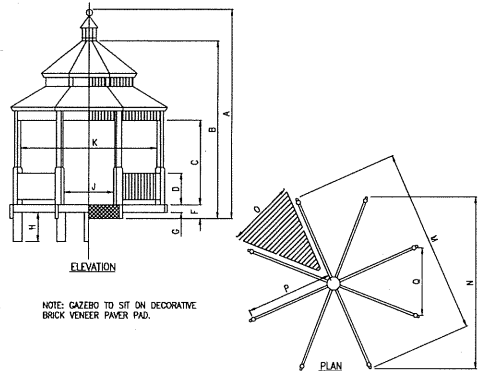
P.M. P. HEPP

BOOK 1099

JOB LV01514

FILE NO.

458-221-08

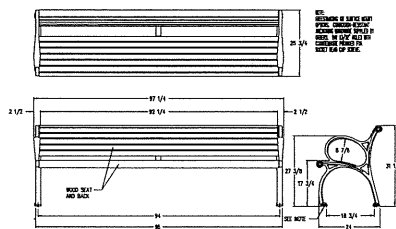


NOTE: GAZEBO TO SIT ON DECORATIVE BRICK VENEER PIER PAD.

- NOTES:
1. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
 2. DO NOT SCALE DRAWINGS.
 3. ALL MODULAR GAZEBO COMPONENTS ARE PREFABRICATED KILN-DRIED WESTERN RED CEDAR.
 4. VICTORIAN OR QUEEN ANNE RAILS AND FRETTS COMBINE WITH A SINGLE OR TWO-TIERED ROOF.
 5. EXPLICIT INSTRUCTIONS ARE PROVIDED WITH ALL KITS FOR EASY INSTALLATION.
 6. CONTRACTOR TO USE "ASSEMBLY DRAWINGS" AS PROVIDED BY THE MANUFACTURER FOR COMPLETE INSTALLATION DETAILS.
 7. CONTRACTOR'S NOTE: FOR PRODUCT AND COMPANY INFORMATION VISIT www.CADdetails.com/info REFERENCE NUMBER 009-001A.

GAZEBO DETAIL

ELEVATION/PLAN
NOT TO SCALE

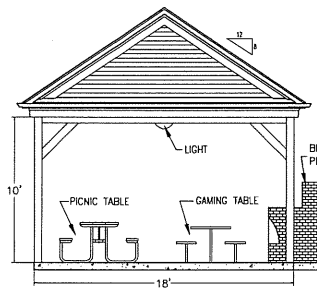


NOTES:

1. ALL DIMENSIONS ARE IN FEET AND INCHES. DIMENSIONS IN PARENTHESES ARE ALTERNATE DIMENSIONS.
2. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
3. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
4. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
5. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
6. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
7. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
8. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
9. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
10. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.

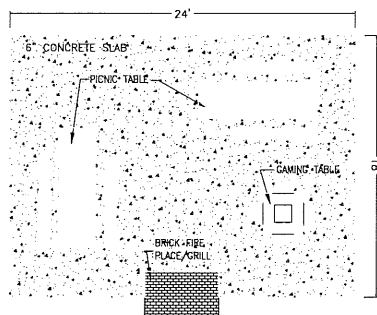
PEDESTRIAN BENCH DETAIL

ELEVATION/PLAN
NOT TO SCALE



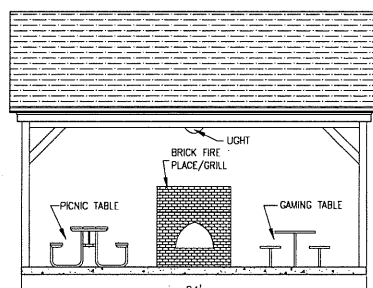
PICNIC SHELTER PAVILION

CROSS SECTION VIEW
NOT TO SCALE



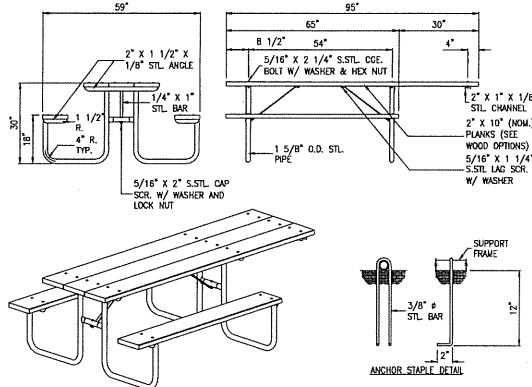
PICNIC SHELTER PAVILION

PLAN VIEW
NOT TO SCALE



PICNIC SHELTER PAVILION

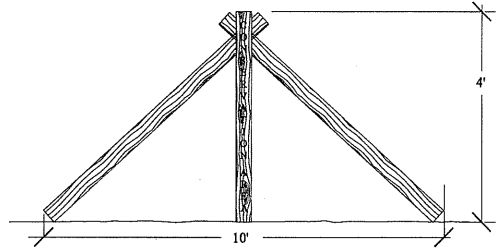
PROFILE VIEW
NOT TO SCALE



- NOTES:
1. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
 2. DO NOT SCALE DRAWINGS.
 3. ALL DOUGLAS FIR WOOD MEMBERS TREATED WITH CLEAR PRESERVATIVE.
 4. 3/8" DIA. GALV. ANCHOR STAPLES PROVIDED (4 REQUIRED PER TABLE).
 5. CONTRACTOR'S NOTE: FOR PRODUCT AND PURCHASING INFORMATION VISIT www.PROJECTmarketplace.com REFERENCE NUMBER 017-002A.

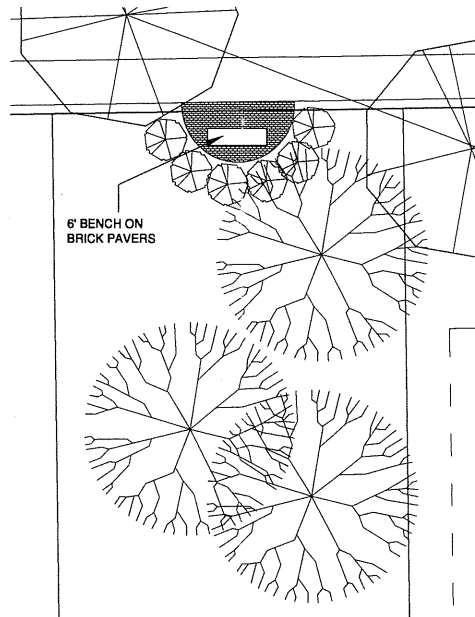
A.D.A. PICNIC TABLE

71-68-1, WOOD PLANKS, WHEELCHAIR ACCESSIBLE
NOT TO SCALE



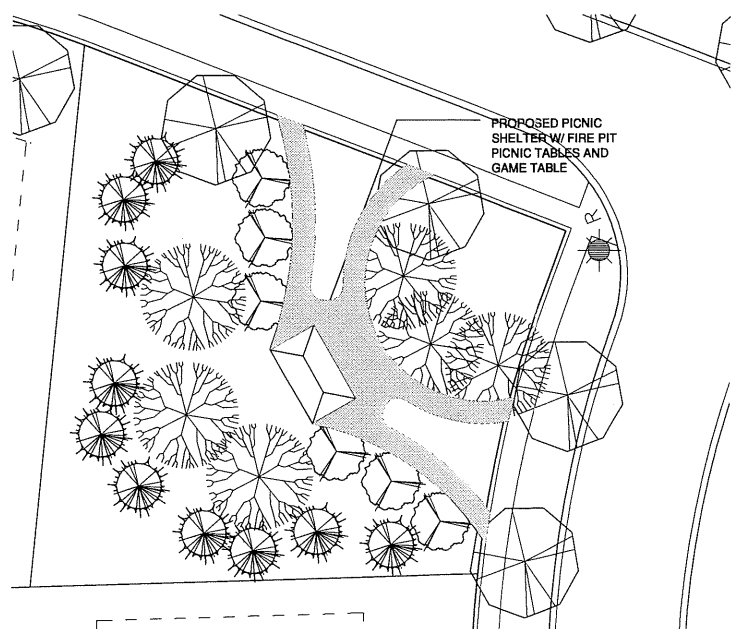
WOODEN SPLIT RAIL SIGN DETAIL

ELEVATION
NOT TO SCALE



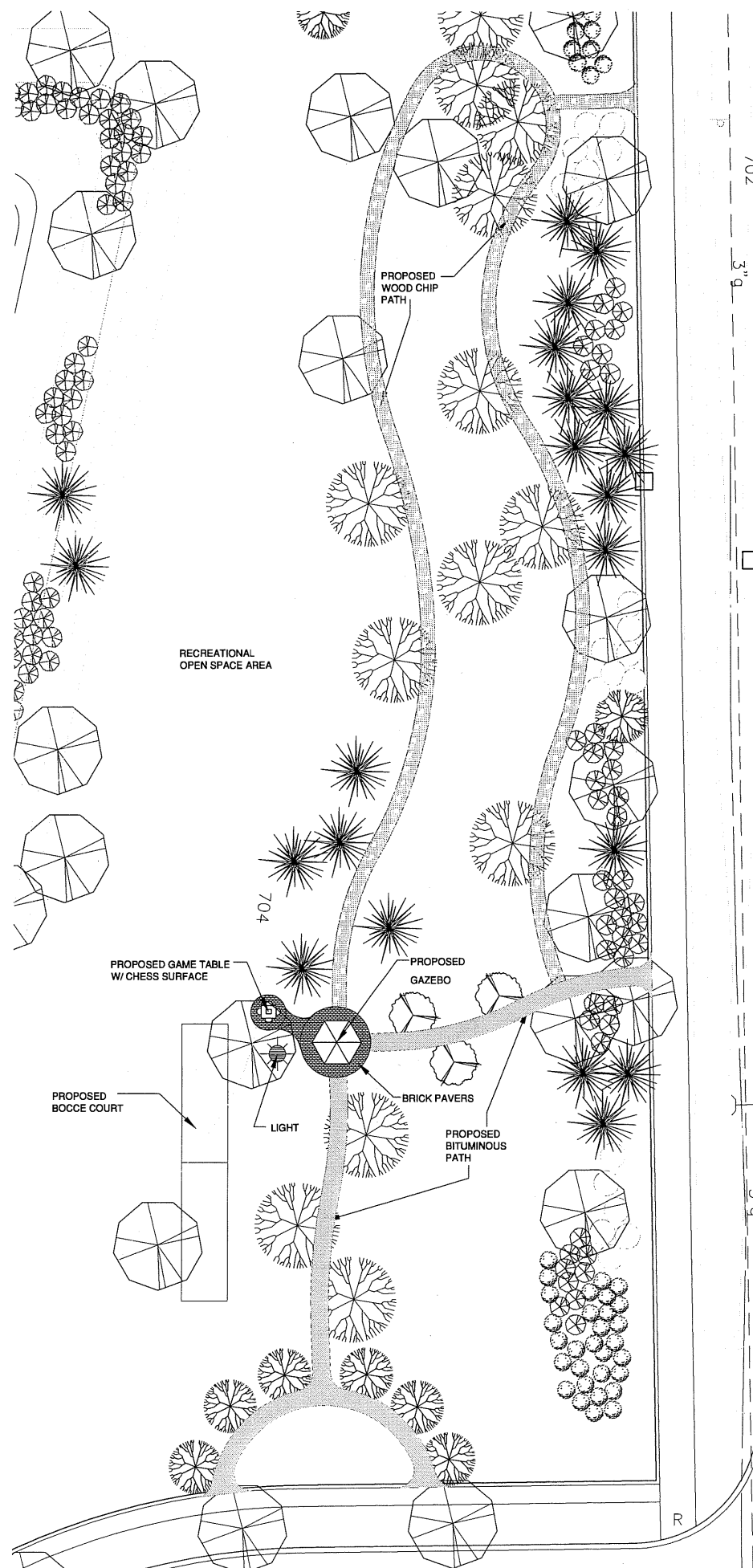
NATALIE DRIVE PEDESTRIAN NODE

SCALE: 1"=10'



ENLARGED PAVILION PLAN

SCALE: 1"=20'



ENLARGED GAZEBO AREA PLAN

SCALE: 1"=20'

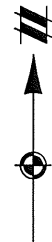


THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR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

NOTICE:

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

COPYRIGHT © 2003 ATWELL-HICKS, INC.
NO REPRODUCTION SHALL BE MADE WITHOUT THE PRIOR WRITTEN CONSENT OF ATWELL-HICKS, INC.



ATWELL-HICKS, INC.

Civil Engineering • Surveying
Planning • Environmental Services

Ann Arbor, MI 734-994-4000
Brighton, MI 810-225-6000
Washington Twp., MI 586-786-9800
Naperville, IL 630-577-0800

SECTION 34	TOWN 3	SOUTH RANGE 7	EAST
	YPSILANTI TOWNSHIP		
	WASHTENAW COUNTY, MICHIGAN		

CAD FILE
LV01514SF-08-SA

REVISIONS
DATE 11-04-03

DR. RMC	CH. JA
P.M. P. HEPP	
BOOK 1099	
JOB LV01514	
FILE NO.	
458-221-09	



LEGEND

1101 14" WALNUT
1101 14" WALNUT
TREE TO BE SAVED
TREE TO BE REMOVED

TREE INVENTORY AND REMOVAL LIST

TAG# SIZE-TYPE
1101 14" WALNUT
1102 10" WALNUT
1103 10" BASSWOOD
1104 10" ASH
1105 10" WALNUT
1106 8" WALNUT
1107 14" SYCAMORE
1108 14" SYCAMORE
1109 14" SYCAMORE
1110 14" SYCAMORE
1111 24" COTTONWOOD
1112 8" BASSWOOD
1113 12" SYCAMORE
1114 16" SYCAMORE
1115 24" MAPLE
1116 8" SYCAMORE
1117 24" SYCAMORE
1118 8" SYCAMORE
1119 8" SYCAMORE
1120 8" BASS
1121 24" COTTONWOOD
1122 24" COTTONWOOD
1123 12" SYCAMORE
1124 12" SYCAMORE
1125 12" SYCAMORE
1126 12" SYCAMORE
1127 12" SYCAMORE
1128 12" SYCAMORE
1129 12" SYCAMORE
1130 24" COTTONWOOD
1131 12" SYCAMORE
1132 12" SYCAMORE
1133 12" SYCAMORE
1134 12" SYCAMORE
1135 12" SYCAMORE
1136 12" SYCAMORE
1137 12" SYCAMORE
1138 12" SYCAMORE
1139 12" SYCAMORE
1140 12" SYCAMORE
1141 12" SYCAMORE
1142 12" SYCAMORE
1143 12" SYCAMORE
1144 12" SYCAMORE
1145 12" SYCAMORE
1146 12" SYCAMORE
1147 12" SYCAMORE
1148 12" SYCAMORE
1149 12" SYCAMORE
1150 12" SYCAMORE

TAG# SIZE-TYPE
1151 12" SYCAMORE
1152 12" SYCAMORE
1153 12" SYCAMORE
1154 12" SYCAMORE
1155 12" SYCAMORE
1156 12" SYCAMORE
1157 12" SYCAMORE
1158 12" SYCAMORE
1159 12" SYCAMORE
1160 12" SYCAMORE
1161 12" SYCAMORE
1162 12" SYCAMORE
1163 12" SYCAMORE
1164 12" SYCAMORE
1165 12" SYCAMORE
1166 12" SYCAMORE
1167 12" SYCAMORE
1168 12" SYCAMORE
1169 12" SYCAMORE
1170 12" SYCAMORE
1171 12" SYCAMORE
1172 12" SYCAMORE
1173 12" SYCAMORE
1174 12" SYCAMORE
1175 12" SYCAMORE
1176 12" SYCAMORE
1177 12" SYCAMORE
1178 12" SYCAMORE
1179 12" SYCAMORE
1180 12" SYCAMORE
1181 12" SYCAMORE
1182 12" SYCAMORE
1183 12" SYCAMORE
1184 12" SYCAMORE
1185 12" SYCAMORE
1186 12" SYCAMORE
1187 12" SYCAMORE
1188 12" SYCAMORE
1189 12" SYCAMORE
1190 12" SYCAMORE
1191 12" SYCAMORE
1192 12" SYCAMORE
1193 12" SYCAMORE
1194 12" SYCAMORE
1195 12" SYCAMORE
1196 12" SYCAMORE
1197 12" SYCAMORE
1198 12" SYCAMORE
1199 12" SYCAMORE
1200 12" SYCAMORE

TAG# SIZE-TYPE
1201 12" SYCAMORE
1202 12" SYCAMORE
1203 12" SYCAMORE
1204 12" SYCAMORE
1205 12" SYCAMORE
1206 12" SYCAMORE
1207 12" SYCAMORE
1208 12" SYCAMORE
1209 12" SYCAMORE
1210 12" SYCAMORE
1211 12" SYCAMORE
1212 12" SYCAMORE
1213 12" SYCAMORE
1214 12" SYCAMORE
1215 12" SYCAMORE
1216 12" SYCAMORE
1217 12" SYCAMORE
1218 12" SYCAMORE
1219 12" SYCAMORE
1220 12" SYCAMORE
1221 12" SYCAMORE
1222 12" SYCAMORE
1223 12" SYCAMORE
1224 12" SYCAMORE
1225 12" SYCAMORE
1226 12" SYCAMORE
1227 12" SYCAMORE
1228 12" SYCAMORE
1229 12" SYCAMORE
1230 12" SYCAMORE
1231 12" SYCAMORE
1232 12" SYCAMORE
1233 12" SYCAMORE
1234 12" SYCAMORE
1235 12" SYCAMORE
1236 12" SYCAMORE
1237 12" SYCAMORE
1238 12" SYCAMORE
1239 12" SYCAMORE
1240 12" SYCAMORE
1241 12" SYCAMORE
1242 12" SYCAMORE
1243 12" SYCAMORE
1244 12" SYCAMORE
1245 12" SYCAMORE
1246 12" SYCAMORE
1247 12" SYCAMORE
1248 12" SYCAMORE
1249 12" SYCAMORE
1250 12" SYCAMORE

TAG# SIZE-TYPE
1251 12" SYCAMORE
1252 12" SYCAMORE
1253 12" SYCAMORE
1254 12" SYCAMORE
1255 12" SYCAMORE
1256 12" SYCAMORE
1257 12" SYCAMORE
1258 12" SYCAMORE
1259 12" SYCAMORE
1260 12" SYCAMORE
1261 12" SYCAMORE
1262 12" SYCAMORE
1263 12" SYCAMORE
1264 12" SYCAMORE
1265 12" SYCAMORE
1266 12" SYCAMORE
1267 12" SYCAMORE
1268 12" SYCAMORE
1269 12" SYCAMORE
1270 12" SYCAMORE
1271 12" SYCAMORE
1272 12" SYCAMORE
1273 12" SYCAMORE
1274 12" SYCAMORE
1275 12" SYCAMORE
1276 12" SYCAMORE
1277 12" SYCAMORE
1278 12" SYCAMORE
1279 12" SYCAMORE
1280 12" SYCAMORE
1281 12" SYCAMORE
1282 12" SYCAMORE
1283 12" SYCAMORE
1284 12" SYCAMORE
1285 12" SYCAMORE
1286 12" SYCAMORE
1287 12" SYCAMORE
1288 12" SYCAMORE
1289 12" SYCAMORE
1290 12" SYCAMORE
1291 12" SYCAMORE
1292 12" SYCAMORE
1293 12" SYCAMORE
1294 12" SYCAMORE
1295 12" SYCAMORE
1296 12" SYCAMORE
1297 12" SYCAMORE
1298 12" SYCAMORE
1299 12" SYCAMORE
1300 12" SYCAMORE

TAG# SIZE-TYPE
1301 12" SYCAMORE
1302 12" SYCAMORE
1303 12" SYCAMORE
1304 12" SYCAMORE
1305 12" SYCAMORE
1306 12" SYCAMORE
1307 12" SYCAMORE
1308 12" SYCAMORE
1309 12" SYCAMORE
1310 12" SYCAMORE
1311 12" SYCAMORE
1312 12" SYCAMORE
1313 12" SYCAMORE
1314 12" SYCAMORE
1315 12" SYCAMORE
1316 12" SYCAMORE
1317 12" SYCAMORE
1318 12" SYCAMORE
1319 12" SYCAMORE
1320 12" SYCAMORE
1321 12" SYCAMORE
1322 12" SYCAMORE
1323 12" SYCAMORE
1324 12" SYCAMORE
1325 12" SYCAMORE
1326 12" SYCAMORE
1327 12" SYCAMORE
1328 12" SYCAMORE
1329 12" SYCAMORE
1330 12" SYCAMORE
1331 12" SYCAMORE
1332 12" SYCAMORE
1333 12" SYCAMORE
1334 12" SYCAMORE
1335 12" SYCAMORE
1336 12" SYCAMORE
1337 12" SYCAMORE
1338 12" SYCAMORE
1339 12" SYCAMORE
1340 12" SYCAMORE
1341 12" SYCAMORE
1342 12" SYCAMORE
1343 12" SYCAMORE
1344 12" SYCAMORE
1345 12" SYCAMORE
1346 12" SYCAMORE
1347 12" SYCAMORE
1348 12" SYCAMORE
1349 12" SYCAMORE
1350 12" SYCAMORE

TAG# SIZE-TYPE
1351 12" SYCAMORE
1352 12" SYCAMORE
1353 12" SYCAMORE
1354 12" SYCAMORE
1355 12" SYCAMORE
1356 12" SYCAMORE
1357 12" SYCAMORE
1358 12" SYCAMORE
1359 12" SYCAMORE
1360 12" SYCAMORE
1361 12" SYCAMORE
1362 12" SYCAMORE
1363 12" SYCAMORE
1364 12" SYCAMORE
1365 12" SYCAMORE
1366 12" SYCAMORE
1367 12" SYCAMORE
1368 12" SYCAMORE
1369 12" SYCAMORE
1370 12" SYCAMORE
1371 12" SYCAMORE
1372 12" SYCAMORE
1373 12" SYCAMORE
1374 12" SYCAMORE
1375 12" SYCAMORE
1376 12" SYCAMORE
1377 12" SYCAMORE
1378 12" SYCAMORE
1379 12" SYCAMORE
1380 12" SYCAMORE
1381 12" SYCAMORE
1382 12" SYCAMORE
1383 12" SYCAMORE
1384 12" SYCAMORE
1385 12" SYCAMORE
1386 12" SYCAMORE
1387 12" SYCAMORE
1388 12" SYCAMORE
1389 12" SYCAMORE
1390 12" SYCAMORE
1391 12" SYCAMORE
1392 12" SYCAMORE
1393 12" SYCAMORE
1394 12" SYCAMORE
1395 12" SYCAMORE
1396 12" SYCAMORE
1397 12" SYCAMORE
1398 12" SYCAMORE
1399 12" SYCAMORE
1400 12" SYCAMORE

TAG# SIZE-TYPE
1401 12" SYCAMORE
1402 12" SYCAMORE
1403 12" SYCAMORE
1404 12" SYCAMORE
1405 12" SYCAMORE
1406 12" SYCAMORE
1407 12" SYCAMORE
1408 12" SYCAMORE
1409 12" SYCAMORE
1410 12" SYCAMORE
1411 12" SYCAMORE
1412 12" SYCAMORE
1413 12" SYCAMORE
1414 12" SYCAMORE
1415 12" SYCAMORE
1416 12" SYCAMORE
1417 12" SYCAMORE
1418 12" SYCAMORE
1419 12" SYCAMORE
1420 12" SYCAMORE
1421 12" SYCAMORE
1422 12" SYCAMORE
1423 12" SYCAMORE
1424 12" SYCAMORE
1425 12" SYCAMORE
1426 12" SYCAMORE
1427 12" SYCAMORE
1428 12" SYCAMORE
1429 12" SYCAMORE
1430 12" SYCAMORE
1431 12" SYCAMORE
1432 12" SYCAMORE
1433 12" SYCAMORE
1434 12" SYCAMORE
1435 12" SYCAMORE
1436 12" SYCAMORE
1437 12" SYCAMORE
1438 12" SYCAMORE
1439 12" SYCAMORE
1440 12" SYCAMORE
1441 12" SYCAMORE
1442 12" SYCAMORE
1443 12" SYCAMORE
1444 12" SYCAMORE
1445 12" SYCAMORE
1446 12" SYCAMORE
1447 12" SYCAMORE
1448 12" SYCAMORE
1449 12" SYCAMORE
1450 12" SYCAMORE

TAG# SIZE-TYPE
1451 12" SYCAMORE
1452 12" SYCAMORE
1453 12" SYCAMORE
1454 12" SYCAMORE
1455 12" SYCAMORE
1456 12" SYCAMORE
1457 12" SYCAMORE
1458 12" SYCAMORE
1459 12" SYCAMORE
1460 12" SYCAMORE
1461 12" SYCAMORE
1462 12" SYCAMORE
1463 12" SYCAMORE
1464 12" SYCAMORE
1465 12" SYCAMORE
1466 12" SYCAMORE
1467 12" SYCAMORE
1468 12" SYCAMORE
1469 12" SYCAMORE
1470 12" SYCAMORE
1471 12" SYCAMORE
1472 12" SYCAMORE
1473 12" SYCAMORE
1474 12" SYCAMORE
1475 12" SYCAMORE
1476 12" SYCAMORE
1477 12" SYCAMORE
1478 12" SYCAMORE
1479 12" SYCAMORE
1480 12" SYCAMORE
1481 12" SYCAMORE
1482 12" SYCAMORE
1483 12" SYCAMORE
1484 12" SYCAMORE
1485 12" SYCAMORE
1486 12" SYCAMORE
1487 12" SYCAMORE
1488 12" SYCAMORE
1489 12" SYCAMORE
1490 12" SYCAMORE
1491 12" SYCAMORE
1492 12" SYCAMORE
1493 12" SYCAMORE
1494 12" SYCAMORE
1495 12" SYCAMORE
1496 12" SYCAMORE
1497 12" SYCAMORE
1498 12" SYCAMORE
1499 12" SYCAMORE
1500 12" SYCAMORE

TAG# SIZE-TYPE
1501 12" SYCAMORE
1502 12" SYCAMORE
1503 12" SYCAMORE
1504 12" SYCAMORE
1505 12" SYCAMORE
1506 12" SYCAMORE
1507 12" SYCAMORE
1508 12" SYCAMORE
1509 12" SYCAMORE
1510 12" SYCAMORE
1511 12" SYCAMORE
1512 12" SYCAMORE
1513 12" SYCAMORE
1514 12" SYCAMORE
1515 12" SYCAMORE
1516 12" SYCAMORE
1517 12" SYCAMORE
1518 12" SYCAMORE
1519 12" SYCAMORE
1520 12" SYCAMORE
1521 12" SYCAMORE
1522 12" SYCAMORE
1523 12" SYCAMORE
1524 12" SYCAMORE
1525 12" SYCAMORE
1526 12" SYCAMORE
1527 12" SYCAMORE
1528 12" SYCAMORE
1529 12" SYCAMORE
1530 12" SYCAMORE
1531 12" SYCAMORE
1532 12" SYCAMORE
1533 12" SYCAMORE
1534 12" SYCAMORE
1535 12" SYCAMORE
1536 12" SYCAMORE
1537 12" SYCAMORE
1538 12" SYCAMORE
1539 12" SYCAMORE
1540 12" SYCAMORE
1541 12" SYCAMORE
1542 12" SYCAMORE
1543 12" SYCAMORE
1544 12" SYCAMORE
1545 12" SYCAMORE
1546 12" SYCAMORE
1547 12" SYCAMORE
1548 12" SYCAMORE
1549 12" SYCAMORE
1550 12" SYCAMORE

TAG# SIZE-TYPE
1551 12" SYCAMORE
1552 12" SYCAMORE
1553 12" SYCAMORE
1554 12" SYCAMORE
1555 12" SYCAMORE
1556 12" SYCAMORE
1557 12" SYCAMORE
1558 12" SYCAMORE
1559 12" SYCAMORE
1560 12" SYCAMORE
1561 12" SYCAMORE
1562 12" SYCAMORE
1563 12" SYCAMORE
1564 12" SYCAMORE
1565 12" SYCAMORE
1566 12" SYCAMORE
1567 12" SYCAMORE
1568 12" SYCAMORE
1569 12" SYCAMORE
1570 12" SYCAMORE
1571 12" SYCAMORE
1572 12" SYCAMORE
1573 12" SYCAMORE
1574 12" SYCAMORE
1575 12" SYCAMORE
1576 12" SYCAMORE
1577 12" SYCAMORE
1578 12" SYCAMORE
1579 12" SYCAMORE
1580 12" SYCAMORE
1581 12" SYCAMORE
1582 12" SYCAMORE
1583 12" SYCAMORE
1584 12" SYCAMORE
1585 12" SYCAMORE
1586 12" SYCAMORE
1587 12" SYCAMORE
1588 12" SYCAMORE
1589 12" SYCAMORE
1590 12" SYCAMORE
1591 12" SYCAMORE
1592 12" SYCAMORE
1593 12" SYCAMORE
1594 12" SYCAMORE
1595 12" SYCAMORE
1596 12" SYCAMORE
1597 12" SYCAMORE
1598 12" SYCAMORE
1599 12" SYCAMORE
1600 12" SYCAMORE

TAG# SIZE-TYPE
1601 12" SYCAMORE
1602 12" SYCAMORE
1603 12" SYCAMORE
1604 12" SYCAMORE
1605 12" SYCAMORE
1606 12" SYCAMORE
1607 12" SYCAMORE
1608 12" SYCAMORE
1609 12" SYCAMORE
1610 12" SYCAMORE
1611 12" SYCAMORE
1612 12" SYCAMORE
1613 12" SYCAMORE
1614 12" SYCAMORE
1615 12" SYCAMORE
1616 12" SYCAMORE
1617 12" SYCAMORE
1618 12" SYCAMORE
1619 12" SYCAMORE
1620 12" SYCAMORE
1621 12" SYCAMORE
1622 12" SYCAMORE
1623 12" SYCAMORE
1624 12" SYCAMORE
1625 12" SYCAMORE
1626 12" SYCAMORE
1627 12" SYCAMORE
1628 12" SYCAMORE
1629 12" SYCAMORE
1630 12" SYCAMORE
1631 12" SYCAMORE
1632 12" SYCAMORE
1633 12" SYCAMORE
1634 12" SYCAMORE
1635 12" SYCAMORE
1636 12" SYCAMORE
1637 12" SYCAMORE
1638 12" SYCAMORE
1639 12" SYCAMORE
1640 12" SYCAMORE
1641 12" SYCAMORE
1642 12" SYCAMORE
1643 12" SYCAMORE
1644 12" SYCAMORE
1645 12" SYCAMORE
1646 12" SYCAMORE
1647 12" SYCAMORE
1648 12" SYCAMORE
1649 12" SYCAMORE
1650 12" SYCAMORE

TAG# SIZE-TYPE
1651 12" SYCAMORE
1652 12" SYCAMORE
1653 12" SYCAMORE
1654 12" SYCAMORE
1655 12" SYCAMORE
1656 12" SYCAMORE
1657 12" SYCAMORE
1658 12" SYCAMORE
1659 12" SYCAMORE
1660 12" SYCAMORE
1661 12" SYCAMORE
1662 12" SYCAMORE
1663 12" SYCAMORE
1664 12" SYCAMORE
1665 12" SYCAMORE
1666 12" SYCAMORE
1667 12" SYCAMORE
1668 12" SYCAMORE
1669 12" SYCAMORE
1670 12" SYCAMORE
1671 12" SYCAMORE
1672 12" SYCAMORE
1673 12" SYCAMORE
1674 12" SYCAMORE
1675 12" SYCAMORE
1676 12" SYCAMORE
1677 12" SYCAMORE
1678 12" SYCAMORE
1679 12" SYCAMORE
1680 12" SYCAMORE
1681 12" SYCAMORE
1682 12" SYCAMORE
1683 12" SYCAMORE
1684 12" SYCAMORE
1685 12" SYCAMORE
1686 12" SYCAMORE
1687 12" SYCAMORE
1688 12" SYCAMORE
1689 12" SYCAMORE
1690 12" SYCAMORE
1691 12" SYCAMORE
1692 12" SYCAMORE
1693 12" SYCAMORE
1694 12" SYCAMORE
1695 12" SYCAMORE
1696 12" SYCAMORE
1697 12" SYCAMORE
1698 12" SYCAMORE
1699 12" SYCAMORE
1700 12" SYCAMORE

BEFORE YOU DIG
CALL MISS DIG
1-800-482-7171
FOR THE LOCATION OF
UNDERGROUND UTILITIES

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

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

COPYRIGHT © ATWELL-HICKS, INC.
NO REPRODUCTION SHALL BE MADE WITHOUT THE PRIOR WRITTEN CONSENT OF ATWELL-HICKS, INC.

ATWELL-HICKS, INC.
Civil Engineering • Surveying
Planning • Environmental Services

Ann Arbor, MI 734 994 4000
Brighton, MI 810 225 6000
Washington Twp., MI 810 786 9800
Naperville, IL 630 577 0800

SECTION 34
TOWN 3 SOUTH, RANGE 7 EAST
YPSILANTI TOWNSHIP
WASHTENAW COUNTY, MICHIGAN

CLIENT: PULTE LAND DEVELOPMENT, CORP.
CREEKSIDE VILLAGE SOUTH
FINAL SITE PLAN
P.D. STAGE II
TREE SURVEY/INVENTORY

CAD FILE: LV01514SF-10-TR.dwg

REVISIONS
DATE: 2/15/00

SCALE: 0 50 100
1" = 100 FEET

DR. RMC CH. SCS
P.M. P. HEPP
BOOK 1099
JOB LV01514
FILE NO. 458-221-10

**COMPLETION AGREEMENT
MANORS AT CREEKSIDE VILLAGE**

THIS COMPLETION AGREEMENT (this "Agreement") is made this _____ day of _____, 2013 by and between **S.E. MICHIGAN LAND HOLDING LLC**, a Michigan limited liability company, the address of which is 51237 Danview Technology Court, Shelby Township, Michigan 48315 (the "Developer"), and the **CHARTER TOWNSHIP OF YPSILANTI**, a Michigan municipal corporation, the address of which is 7200 S. Huron River Drive, Ypsilanti, MI 48197 ("Township").

RECITALS:

A. Developer is the owner of all of the units (referred to herein individually as a "Unit" and collectively as the "Units") located within Manors at Creekside Village, a residential site condominium project located in the Township of Ypsilanti, County of Washtenaw, State of Michigan, established pursuant to the Master Deed thereof recorded in Liber 4880, Page 66, Washtenaw County Records, and designated as Washtenaw County Condominium Subdivision Plan Number 591 (the "Development").

B. Developer is also the owner of 32 undeveloped units located within the residential site condominium project located contiguous to the Development and known as Creekside Village South. The land included within the Development was originally part of Creekside Village South.

C. Pulte Homes, Inc., a Michigan corporation ("Pulte"), was the original developer of Creekside Village South (which included the land contained within the Development at the time Pulte Homes developed Creekside Village South). In connection with the development of Creekside Village South, Pulte delivered to the Township a letter of credit in the amount of \$362,367.00 issued by Deutsche Bank to secure the installation and construction of certain site improvements (the "Existing Letter of Credit").

D. The Township has agreed to release the Existing Letter of Credit to Pulte provided that (i) pursuant to this Agreement, Developer agrees to, prior to the issuance of any building permit for the construction of a residence within the Development, deliver to the Township an irrevocable letter of credit that names the Township as the beneficiary thereof in an amount equal to the estimated cost to install street trees and certain sidewalks within the Development and (ii) simultaneously herewith, Developer enters into a separate agreement with the Township whereby Developer agrees to deliver to the Township an irrevocable letter of credit that names the Township as a beneficiary thereof in an amount equal to the estimated cost to install within Creekside Village South 43 street trees associated

with the 33 undeveloped units located within Creekside Village South and approximately 196 lineal feet of five foot wide concrete sidewalk in front of various open space areas within Creekside Village South (the "Creekside Village South Agreement").

NOW, THEREFORE, in consideration of the premises and covenants contained herein and the execution and delivery of the Creekside Village South Agreement, the parties hereby agree as follows:

1. Developer and Township acknowledge and agree that the foregoing recitals are true and accurate and constitute an integral part of this Agreement.

2. The Township shall, within ten (10) days after the execution and delivery of this Agreement by both parties, deliver to Pulte the Existing Letter of Credit and a letter from the Township authorizing Deutsche Bank to cancel the Existing Letter of Credit.

3. Prior to the issuance of any building permit for the construction of any residence within the Development, Developer shall deliver to the Township an irrevocable letter of credit that names the Township as a beneficiary thereof in an amount equal to an estimate of costs for the following items with respect to the Development that has been approved by Developer and the Township, which approval may not be unreasonably withheld or delayed (the "Cost Estimate") (such letter of credit, as the same may be amended or replaced from time to time as expressly provided in this Agreement, is referred to herein as the "Letter of Credit"):

(a) installation of street trees (as more particularly described in Paragraph 5 hereof), to the extent not previously installed at least one year prior to the delivery of the Letter of Credit; and

(b) installation of sidewalks in front of open space areas (as more particularly described in Paragraph 6 hereof), to the extent not previously installed.

4. The Letter of Credit may be drawn upon by the Township only as expressly permitted in this Agreement. The Letter of Credit shall be returned by the Township to Developer when (i) one year has elapsed after ninety-five (95%) of the street trees have been installed and (ii) all of the sidewalks required to be installed by Developer pursuant to this Agreement have been installed. Whenever the Letter of Credit is to be reduced pursuant to this Agreement, such reduction shall be effected by the delivery by Developer to the Township of either an amendment to the Letter of Credit that provides for such reduction or, as a replacement for the Letter of Credit, a new irrevocable letter of credit in the reduced amount that names the Township as the beneficiary thereof, and in the case of a new letter of credit, the Township shall simultaneously deliver to Developer the Letter of Credit that is being replaced by such new letter of credit.

5. Developer shall, as depicted on attached Exhibit A, install 102 street trees, each approximately three feet from the back of the street curb. One street tree shall be installed for each non-corner Unit and three street trees shall be installed for each corner Unit, with one street tree along the shorter street frontage of the corner Unit and two street trees along the longer street frontage of the corner Unit. Developer shall inform the Township in writing of the date of the planting of street trees and if, within one year after installation of any such street tree by Developer, such tree becomes dead, substantially dead or diseased such that removal thereof is reasonably necessary or is otherwise

removed other than because it is dead, substantially dead or diseased, Developer shall replace such tree. Developer shall receive partial reductions of the Letter of Credit for street trees that have been installed for at least one year. The reduction shall be made annually based on (a) the percentage of Units within the Development for which a street tree has been installed for at least one year (excluding Units for which a street tree has been installed for at least one year as of the date the Letter of Credit is delivered to the Township) and (b) the portion of the Letter of Credit allocated to street trees in the Cost Estimate; provided, however, that the Letter of Credit shall be reduced by the total amount of the portion of the Letter of Credit allocated to street trees within the Cost Estimate one year after street trees have been installed for at least 95% of the Units. If the Township reasonably determines that Developer has failed to replace any street tree that Developer is required to replace under this Paragraph 5, and Developer fails to replace such tree within thirty (30) days after Developer's receipt of written notice thereof from the Township (or such longer period of time as may be reasonably required as a result of winter conditions), the Township may replace such tree and draw upon the Letter of Credit to pay the out-of-pocket costs incurred by the Township in replacing such tree.

6. Developer shall install a five foot wide concrete sidewalk in front of each open space area as shown on attached **Exhibit A**. If, notwithstanding the foregoing, the Developer fails to install such sidewalks within thirty (30) days after Developer's receipt of written notice thereof from the Township (or such longer period of time as may be reasonably required as a result of winter conditions), the Township may install such sidewalks and draw upon the Letter of Credit to pay the out-of-pocket costs incurred by the Township in installing such sidewalk.

7. This Agreement shall be binding upon and inure to the benefit of the Township and Developer and their respective successors and assigns.

8. This Agreement may not be modified, replaced, amended or terminated except pursuant to a written instrument executed and delivered by the parties to this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

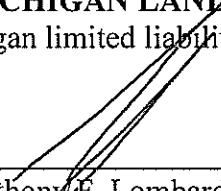
9. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which will constitute one agreement.

(SIGNATURE PAGES TO FOLLOW)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

"DEVELOPER"


S.E. MICHIGAN LAND HOLDING LLC,
a Michigan limited liability company

By: 
Anthony F. Lombardo
Its: Manager

STATE OF MICHIGAN)
) ss.
COUNTY OF MACOMB)

The foregoing instrument was acknowledged before me this 28TH day of MARCH, 2017 by Anthony F. Lombardo, the manager of S.E. Michigan Land Holding LLC, a Michigan limited liability company, on behalf of the limited liability company.

Mark Paul Roebuck
Notary Public, State of Michigan, County of Macomb
My Commission Expires: July 8, 2017
Acting in the County of Macomb


_____, Notary Public
MACOMB County, Michigan
My commission expires: 7/8/2017
Acting in Macomb County, MI

"TOWNSHIP":

CHARTER TOWNSHIP OF YPSILANTI,
a Michigan municipal corporation

By: Brenda L. Stumba

Its: SUPERVISOR

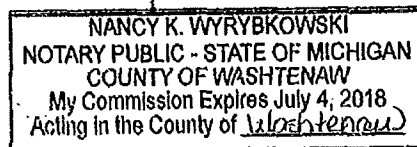
STATE OF MICHIGAN)
) SS
COUNTY OF WASHTENAW)

The foregoing instrument was acknowledged before me this 26th day of March, 2013, by Brenda L. Stumba the Supervisor of the Charter Township of Ypsilanti, a Michigan municipal corporation, on behalf of the corporation.

Nancy K. Wyrbykowski, Notary Public
Washtenaw County, Michigan
My commission expires: 07-04-2018
Acting in Washtenaw County, MI

Drafted by and when recorded return to:

Timothy M. Koltun, Esq.
Clark Hill PLC
500 Woodward Avenue, Suite 3500
Detroit, MI 48226



"TOWNSHIP":

CHARTER TOWNSHIP OF YPSILANTI,
a Michigan municipal corporation

By: Karen Louise Rep
Its: Clerk

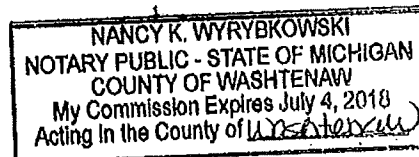
STATE OF MICHIGAN)
) SS
COUNTY OF WASHTENAW)

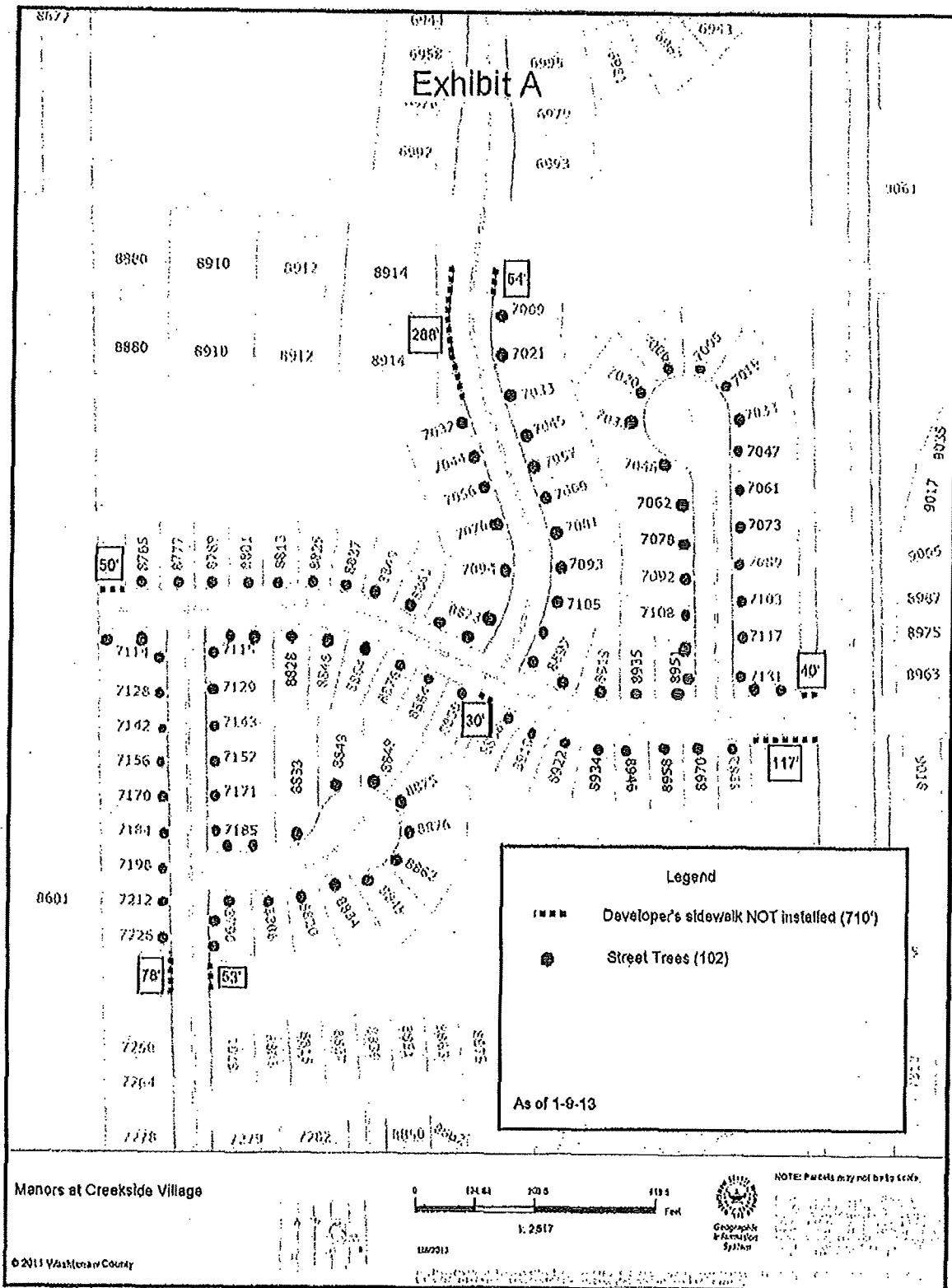
The foregoing instrument was acknowledged before me this 26th day of March, 2013, by Karen Louise Rep, the Clerk of the Charter Township of Ypsilanti, a Michigan municipal corporation, on behalf of the corporation.

Nancy K. Wyrbykowski Notary Public
Washtenaw County, Michigan
My commission expires: 07-04-2018
Acting in Washtenaw County, MI

Drafted by and when recorded return to:

Timothy M. Koltun, Esq.
Clark Hill PLC
500 Woodward Avenue, Suite 3500
Detroit, MI 48226





Nature Series

THE FRANKLIN

1,376-1,658 Sq. Ft. | 3 Bedrooms | 2 Baths

Lombardo
H • O • M • E • S



Craftsman



European Romantic



American Traditional



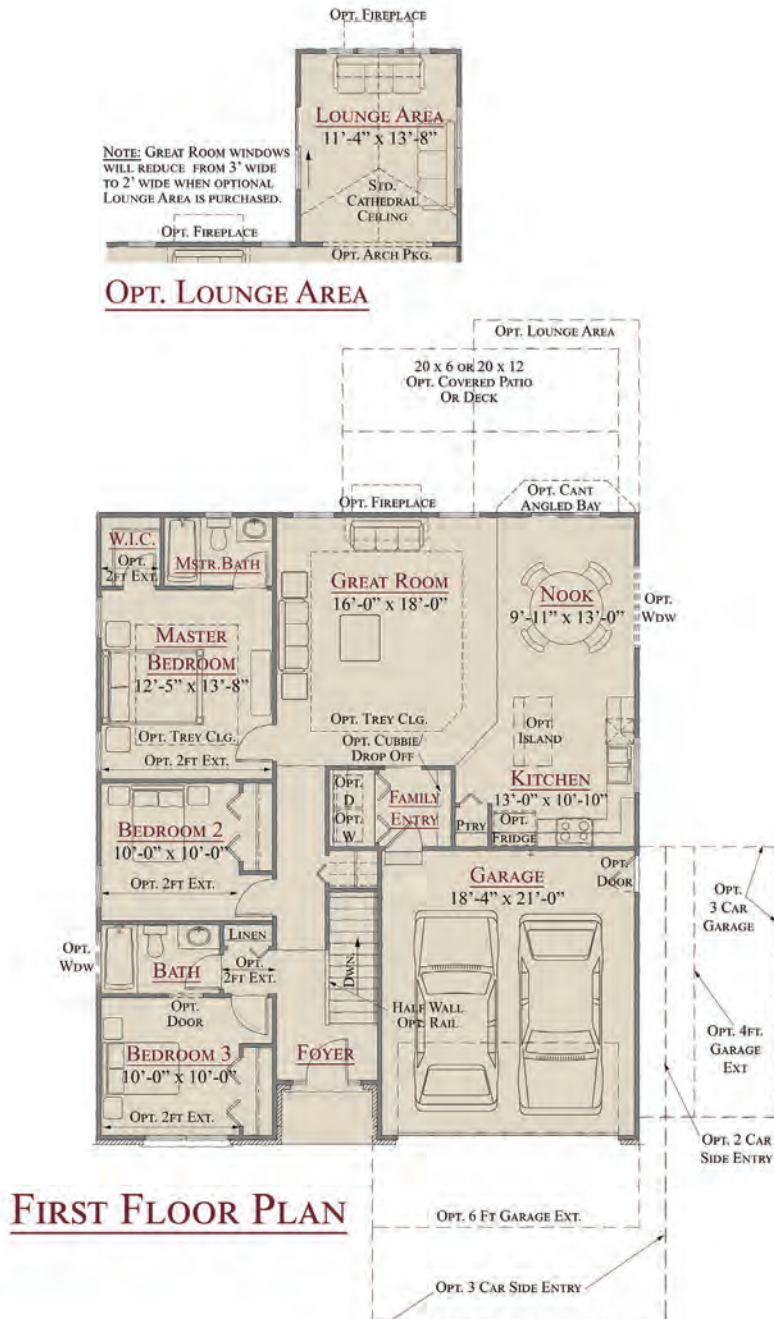
American Classic

THE FRANKLIN

1,376-1,658 Sq. Ft. | 3 Bedrooms | 2 Baths

Lombardo

H • O • M • E • S



This depiction represents an artist's conception of the elevation and floor plan and is not intended to be an exact representation or show specific detailing. Plans remain subject to change without notice. Drawings are not to scale. All measurements shown are approximate and not necessarily to scale. Location, size and construction of doors, windows, wall, fireplaces and any other items depicted may vary depending on elevation preference or choice of options and are subject to change without notice. Some options and elevations shown may not be available in every neighborhood; see Sales Manager for details. Due to normal construction tolerances, the room sizes shown may vary slightly. The Builder may change home design, materials, features and methods of construction without prior notice. Model homes may contain some optional features not available through the Builder.

THE BROOKE

1,687-2,055 Sq. Ft. | 3 Bedrooms | 2 Baths

Lombardo
H • O • M • E • S



 **European Romantic**




 **Early American**




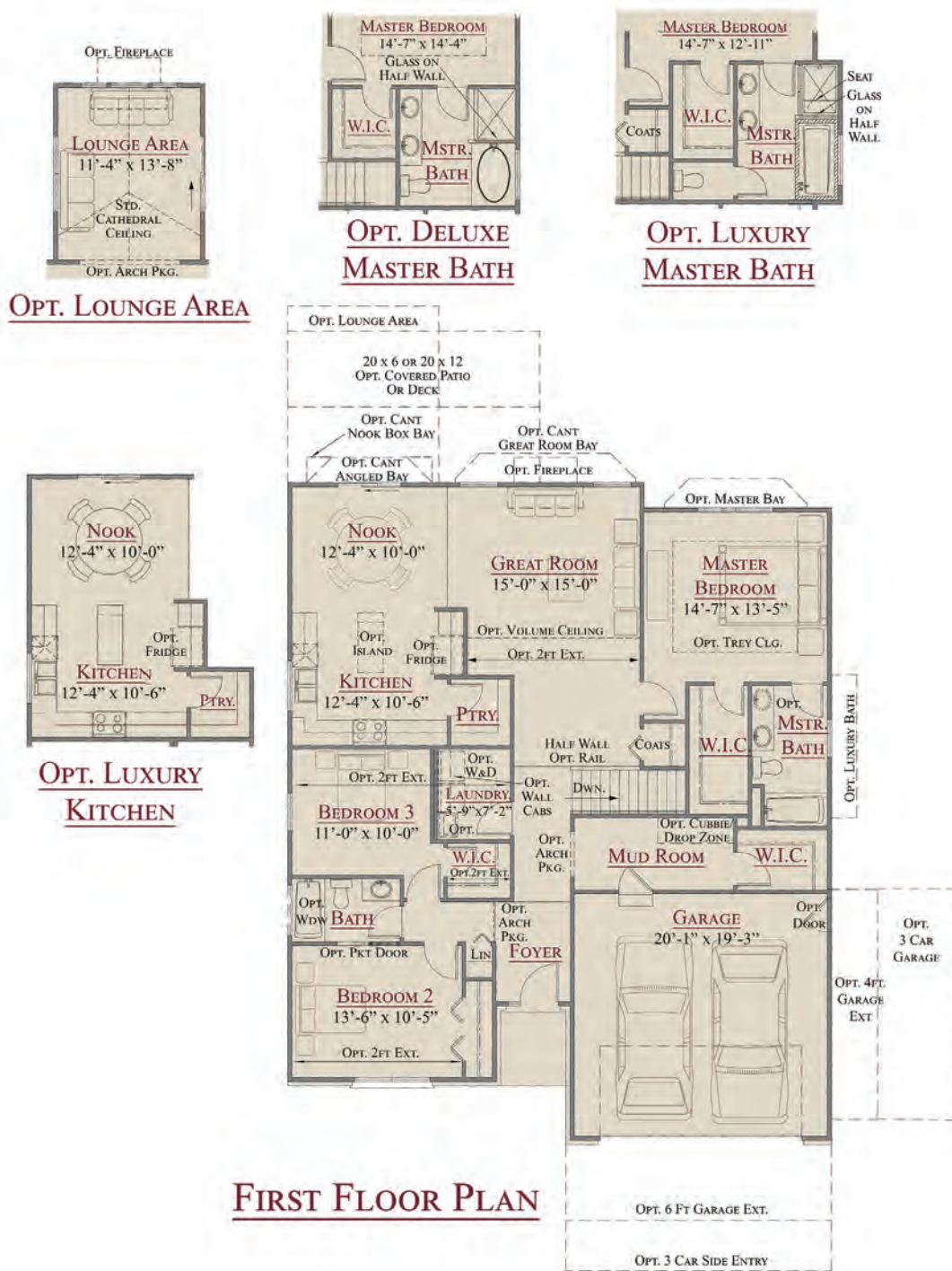
 **Craftsman**



 **American Traditional**



 **American Country**



This depiction represents an artist's conception of the elevation and floor plan and is not intended to be an exact representation or show specific detailing. Plans remain subject to change without notice. Drawings are not to scale. All measurements shown are approximate and not necessarily to scale. Location, size and construction of doors, windows, wall, fireplaces and any other items depicted may vary depending on elevation preference or choice of options and are subject to change without notice. Some options and elevations shown may not be available in every neighborhood; see Sales Manager for details. Due to normal construction tolerances, the room sizes shown may vary slightly. The Builder may change home design, materials, features and methods of construction without prior notice. Model homes may contain some optional features not available through the Builder.



March 27, 2017

Mr. Jeff Allen
Residential Services Director
Charter Township of Ypsilanti
7200 S. Huron River Drive
Ypsilanti, MI 48197

RE: Green Oaks Golf Course Cart Path Improvements
Construction Services – As Needed

Dear Mr. Allen:

OHM Advisors is pleased to provide as-needed construction services for the Green Oaks Golf Course Improvements project in the Charter Township of Ypsilanti. Below is a breakdown of the requested scope of service followed by the fee schedule.

Construction Observation

OHM Advisors will provide as-needed part-time construction observation services for this project. This proposal includes the supervision of inspection and coordination time prior to the project and part time inspection during the project. It is anticipated that daily measurement of quantities as well as a brief check-in with the Contractor will be necessary to assist the Township with administering the contract and verifying work completed by the Contractor. If the contractor requires more time than this for the major items of work, we can discuss if further observation is desired. A final inspection with Township Staff is also included and will be performed for various restoration activities, as needed or as requested by the Township (e.g. landscape, lawns, etc.).

Construction Engineering

OHM Advisors will provide construction engineering services for the pulverizing, grading and flat work portion of this project. Construction engineering services will include but are not limited to:

- ▶ Holding and attending one (1) preconstruction meeting
- ▶ Consulting with and advising the Owner or its designated representative during construction
- ▶ Reviewing material certification provided by the contractor
- ▶ Answering requests for information (RFIs) from the contractor
- ▶ Evaluating design changes or recommended alternatives presented by the contractor

Construction Administration

OHM Advisors will provide necessary contract administration services for the project. Contract administration services will include the following for the Township:

- ▶ Assisting the Owner in reviewing and processing payment estimates for the contractor
- ▶ Assisting with the preparation of a final balancing change order
- ▶ Performing preliminary and final reviews of the completed project and preparing substantial completion certificates, along with the preparation of punch lists and confirmation of the resolution for punch list items
- ▶ Preparation and distribution of punchlists.



FEE SCHEDULE

OHM Advisors proposes to provide the above outlined professional services on an hourly – not to exceed basis, in accordance with our 2017 Rate Schedule. Invoices will be sent monthly as work is performed.

Construction Observation	\$6,500.00
Contract Engineering	\$2,350.00
Construction Administration (Bidding Assistance)	\$2,610.00
TOTAL	\$11,460.00 (Hourly not to exceed)

DELIVERABLES

A final pay estimate and final acceptance letter will be issued upon project completion as well as copies of the IDRs (with sketches) for record information.

BASIS OF PAYMENT

OHM Advisors will invoice the Township once a month on an hourly not to exceed basis.

We thank you for this opportunity to provide professional engineering services. Should there be any questions, please don't hesitate to contact us.

If this proposal is acceptable to you, a signature on the enclosed copy of this letter and initials on the contract terms and conditions will serve as our authorization to proceed. Thank you for giving us the opportunity to present this proposal to you. We look forward to working with you throughout this project.

OHM ADVISORS
CONSULTANT

Charter Township of Ypsilanti
CLIENT

(Signature)

Brenda L Stumbo

Matthew D. Parks, P.E.

(Name)

Ms. Brenda Stumbo

Principal in Charge

(Title)

Township Supervisor

(Date)

April 5, 2017

(Signature)

Karen Lovejoy Roe

(Name)

Ms. Karen Lovejoy Roe

(Title)

Township Clerk

(Date)

April 5, 2017