

CHARTER TOWNSHIP OF ORION
PLANNING COMMISSION REGULAR MEETING AGENDA
WEDNESDAY, AUGUST 17, 2022 - 7:00 PM
ORION TOWNSHIP MUNICIPAL COMPLEX BOARD ROOM
2323 JOSLYN ROAD
LAKE ORION, MI 48360

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In the spirit of compliance with the Americans with Disabilities Act, individuals with a disability should feel free to contact Penny S. Shults, Clerk, at (248) 391-0304, ext. 4001, at least seventy-two hours in advance of the meeting to request accommodations.

CHARTER TOWNSHIP OF ORION PLANNING COMMISSION

******* A G E N D A *******

**REGULAR MEETING – WEDNESDAY, AUGUST 17, 2022 - 7:00 P.M.
ORION TOWNSHIP MUNICIPAL COMPLEX BOARD ROOM
2323 JOSLYN ROAD, LAKE ORION, MI 48360**

Public Hearing at 7:05 p.m.: PC-22-31, 1112-1128 Lapeer Road Rezone, the request is to rezone 1112, 1116, 1120, 1124, 1128, & 1132 S. Lapeer Road (parcel #09-14-201-005) from Restricted Business (RB) to General Business (GB).

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- B. 8-3-22, Planning Commission Public Hearing Meeting Minutes for PC-22-28, GM Orion BET 2, Special Land Use Request to expand an automotive manufacturing facility located at 4555 Giddings Road (parcels 09-34-200-006 and 09-34-400-011).
- C. 8-3-22, Planning Commission Joint Public Hearing Meeting Minutes for PC-22-29, Baldwin Village Planned Unit Development (PUD) Concept and Eligibility Plan, located at 4410 & 4408 S. Baldwin Rd. (parcel 09-32-301-001), an unaddressed parcel 09-32-301-014 located at the NW corner of Morgan and S. Baldwin Roads, an unaddressed parcel 09-32-151-020 located north of 4408 S. Baldwin, and 4292 S. Baldwin (parcel 09-32-151-021).

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- A. PC-22-30, Waldon Reserve Site Condominium Wetland & Site Plan, located at 625 Waldon Rd. (parcel 09-27-276-038).
- B. PC-22-31, 1112-1128 Lapeer Road Rezone, request to rezone 1112, 1116, 1120, 1124, 1128 & 1132 S. Lapeer Road (parcel #09-14-201-005) from Restricted Business (RB) to General Business (GB).

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CHARTER TOWNSHIP OF ORION PLANNING COMMISSION

***** MINUTES *****

REGULAR MEETING, WEDNESDAY, AUGUST 3, 2022

The Charter Township of Orion Planning Commission held a regular meeting on Wednesday, August 3, 2022, at 7:00 p.m. at the Orion Township Municipality Complex Board Room, 2323 Joslyn Road, Lake Orion, Michigan 48360.

PLANNING COMMISSION MEMBERS PRESENT:

Scott Reynolds, Chairman
Don Gross, Vice Chairman
Kim Urbanowski, BOT Rep to PC
Derek Brackon, Commissioner

Don Walker, PC Rep to ZBA
Joe St. Henry, Secretary
Jessica Gingell, Commissioner

PLANNING COMMISSION MEMBERS ABSENT:

None

1. OPEN MEETING

Chairman Reynolds opened the meeting at 7:00 p.m.

2. ROLL CALL

As noted.

BOARD OF TRUSTEE MEMBERS PRESENT:

Chris Barnett, Township Supervisor
Donni Steele, Treasurer
Kim Urbanowski, Trustee

Mike Flood, Trustee
Julia Dalrymple, Trustee

BOARD OF TRUSTEE MEMBERS ABSENT:

Brian Birney, Trustee
Penny Shults, Township Clerk

CONSULTANTS PRESENT:

Rodney Arroyo, (Township Planner) of Giffels Webster
Eric Pietsch, (Township Planner) of Giffels Webster
Mark Landis (Township Engineer) of Orchard, Hiltz, and McCliment, Inc.
Tammy Girling, Township Planning & Zoning Director

OTHERS PRESENT:

Christopher Carnell	Kirsten Barber
Erich Smith	John Docherty
Doug Black	Felix Lopez
Gary Roberts	Fred & Sue Hackstock
Dominic Mocer	Mark Perkoski
Christina Belanger	Chris & Jerry Demott
Braden Giacobazzi	Craig & Darcee Scavone
Brooke Smith	Jim Eppink
Gary Jensen	Thomas Martelle
Ron Yancho	Don Hickmott
Allycia Natavio	Marilyn Hester
Erin Wolff	Julie & Mark Branton
Angela Debrincat	Johanna Barker
Kristen Wirz	Peggy Nelson

3. MINUTES

A. 7-20-22, Planning Commission Regular Meeting Minutes

B. 7-20-22, Planning Commission Public Hearing Minute for PC-21-07, 5-Year Master Plan

Moved by Vice-Chairman Gross, seconded by Trustee Urbanowski to **approve** both sets of minutes as presented. **Motion carried.**

4. AGENDA REVIEW AND APPROVAL

Moved by Chairman Reynolds, seconded by Vice-Chairman Gross, to **approve** the agenda as amended. **Motion carried.**

Chairman Reynolds recessed the regular meeting and opened the public hearing for PC-22-28, GM Orion Bet 2, Special Land Use Request to expand an automotive manufacturing facility located at 4555 Giddings Road (parcels 09-34-200-006 and 09-34-400-011) at 7:05 pm and closed the public hearing at 7:05 p.m.

5. BRIEF PUBLIC COMMENT – NON-AGENDA ITEMS ONLY

None.

6. CONSENT AGENDA

None.

7. NEW BUSINESS

A. PC-22-28, GM Orion BET 2, Special Land Use, Wetland & Site Plan located at 4555 Giddings Road (parcels 09-34-200-006 and 09-34-400-011).

Planner Arroyo read through his review date stamped July 25, 2022.

Engineer Landis read through his wetland review date stamped July 27, 2022 and his site plan review date stamped July 28, 2022.

Chairman Reynolds said there were additional reviews from a number of internal and external entities received as all projects do. The review from the fire marshal had a recommendation to approve with a number of conditions to still be worked out, or requirements per the fire code, to still be implemented as plans go through final engineering.

Chairman Reynolds stated that there was a review from Public Services along with the Water Resource Commissioner. He stated we knew for a while that the project was coming. Obviously, the 3.8 million square foot building is quite large, and they are proposing a 2.8 million square foot addition. There is a lot of moving parts, and our staff has been actively engaged in this project from the beginning and meeting on a weekly basis to ensure the success of the project to make sure it meets our ordinance and follows through on all those items.

Commissioner Brackon had a concern about the proposed mitigation with regards to the wetland impact and whether it is enough? He was also wondering if doubling what is being offered here is an option? Why it would not be, in other words, the 1.5 to 1 wetland credit? Why it could not be 3 to 1, why it could not be 4 to 1 for the forested wetlands

and/or 17 and then the purchase of the 17.2 or the wetland credits?

Chairman Reynolds asked for additional questions from the Planning Commission. There were none.

Mr. Smith said in terms of the wetland impacts, he did not have his environmental consultant here tonight. It was his understanding that they are meeting the requirements of EGLE for that wetland.

Chairman Reynolds posed a question to Engineer Landis. What is typically the contribution or is this a state regulated item? He asked him to elaborate.

Engineer Landis stated that he was in agreement with what the applicant had responded. The proposed ratios for mitigation of 1.5 to 1 for emergence and 2 to 1 forested is typical for EGLE. They are working to meet EGLE's requirements for those wetlands that are mitigated by the State.

Chairman Reynolds had a couple comments. He stated that he did not have any major issues with the wetland permit. The fact that it is a special land use; this is the one and only location within the Township in which it is zoned. He did not have any issue with compatibility or general thoughts. It is with the spirit and intent of the ordinance there. It is a one-off use that is not self-regulated, but obviously has some of its own moving parts. For example, the off-street parking, the ordinance have developed as Rod had mentioned. In a bigger picture, the ordinance says there would be 6,000 parking spaces required which is based on the general square footage. That is not always applicable as we see in smaller cases too. The same thing goes with internal parking lot landscaping; that is a standard item that we apply to projects to make sure that there are trees. This is where you have stacking cars, so he did not see any major issue with that. The same thing goes with loading. There would be a crazy amount of loading bays required per our ordinance. This is not the stereotypical project. He was in general support of the plan as submitted. There are some items to work on with some of our professional consultants and would be in support of them working through those items specifically like site plan items with our planner's and consultants to be re-reviewed as they have been doing already.

Vice-Chairman Gross commented that GM has been a long-standing employer in the Township. They have been very active and responsive to providing a quality site in the community. He stated he is very happy to see that their commitment is to not only stay in the State of Michigan or also stay in Orion Township. It is a big plus for us to see them as a major employer in our community.

Moved by Vice-Chairman Gross, seconded by Trustee Urbanowski that the Planning Commission **approve** PC-22-28, GM Orion BET 2 Special Land Use Request to expand an automotive manufacturing facility located at 4555 Giddings Road (parcel 09-34-200-006 and 09-34-400-011) for plans date stamped received July 6, 2022. This approval is based on the following finding of facts: it is compatible with the adjacent uses, since it is a single operation and an expansion of an existing auto manufacturing facility on the entire site. It is consistent with the Master Plan and the surrounding uses. There are adequate Public Services within the project with existing improvements being made which are necessary for the expansion. There will be no additional impact on traffic, the existing

road network is sufficient to accommodate the expansion and it provides easy access to I-75. There will not be any detrimental effects. This is not a smokestack type of facility. It is all internal operating facility and will provide an enhancement of surrounding environmental uses with the expansion of the manufacturing as identified in the Master Plan.

Discussion on the motion:

Dominic Mocerri, of 3215 Silverbell Road, said he is very excited that the sustainably with our economic impact will have a positive impact on the region that General Motors has committed to itself even further. He was concerned that for over 10 years, there was a white bicycle that we saw at the south gate. It meant that a pedestrian was killed at that location. The idea that there are no safety paths around the perimeter of the plant, he found it an odd exception. On the south of Auburn Hills, there are safety paths and there are other safety paths. Nothing that in the 62,000 families that we served over the years, our family we never negated or asked for a safety path waiver on anything. We have Mr. Orley represented here together with the Jacobson family. We have built thousands of miles of safety paths throughout Southeastern Michigan. To think that General Motors is a responsible citizen should not just negate the necessity of a safety path around where there is going to be thousands of workers. There is going to be picketers. It is inevitable. He has picketers at his sites; it is nothing against General Motors at all. At the same time, it is something that should be looked into. He did not think that this is something that should hold the project up, but it is something maybe a consideration at a later date. He thanked them for their commitment to the region.

Roll call vote was as follows: Urbanowski, yes; Brackon, yes; St. Henry, yes; Gingell, yes; Walker, yes; Gross, yes; Reynolds, yes. **Motion carried 7-0.**

Moved by Vice-Chairman Gross, seconded by Secretary St. Henry that the Planning Commission **approves** the wetland permit for PC-22-28, GM Orion BET 2 located at 4555 Giddings Road (parcel 09-34-200-006 and 09-34-400-011) for plans date stamped received July 6, 2022. This approval is based on the following findings of facts: The action will not impact the wetlands as submitted by the Engineer. That the proposed impacts to the wetlands are offset by the applicant's efforts to mitigate the impacts. Majority of the high-quality wetlands are being preserved and the EGLE regulated wetlands are being banked a rate of over 1.5 to 1 overall. The proposed land use is consistent with the zoning of the property and the proposed impacts are consistent with the typical developments to provide the required road access, utility networks and stormwater management. The requirements of the wetland protection ordinance are being met. The applicant is providing the required stormwater management facilities impacting the least amount of wetland area possible given the location of the improvements.

Roll call vote was as follows: Gross, yes; Urbanowski, yes; Brackon, yes; Gingell, yes; St. Henry, yes; Walker, yes; Reynolds, yes. **Motion carried 7-0.**

Moved by Vice-Chairman Gross, seconded by Commissioner Walker that the Planning Commission **approve** an off-street parking calculation waiver for PC-22-28, GM Orion BET 2 located at 4555 Giddings Road (parcel 09-34-200-006 and 09-34-400-011) for

plans date stamped received July 6, 2022, based on the following: the applicant did provide evidence that indicates that the standard for reasonable use of the property, is sufficient because of the level of current and future employment and they have demonstrated that the parking facility provided will accommodate the number of employees and visitors that are expected on the site.

Roll call vote was as follows: Walker, yes; Gross, yes; Urbanowski, yes; Brackon, yes; St. Henry, yes; Gingell, yes; Reynolds, yes. **Motion carried 7-0.**

Moved by Vice-Chairman Gross, seconded by Trustee Urbanowski, that the Planning Commission **approve** an internal parking lot landscaping waiver for PC-22-28, GM Orion BET 2 located at 4555 Giddings Road (parcel 09- 34-200-006 and 09-34-400-011) for plans date stamped received July 6, 2022, based on the following: The applicant did provide evidence that such landscaping would not provide significant stormwater detention benefits for the site and there are sufficient on-site internal landscaping provided in the site plan.

Roll call vote was as follows: St. Henry, yes; Walker, yes; Urbanowski, yes; Brackon, yes; Gross, yes; Gingell, yes; Reynolds, yes. **Motion carried 7-0.**

Moved by Vice-Chairman Gross, seconded by Commissioner Walker that the Planning Commission **approve** a waiver from the loading/unloading requirement of Section 27.04 for PC-22-28, GM Orion BET 2 located at 4555 Giddings Road (parcel 09-34-200-006 and 09-34-400-011) for plans date stamped received July 6, 2022 because there are sufficient loading docks that are being provided on the site and the applicant did demonstrate that the existing loading zones are in relationship to the building locations where they are required.

Roll call was as follows: Urbanowski, yes; Gross, yes; Gingell, yes; Walker, yes; Brackon, yes; St. Henry, yes; Reynolds, yes. **Motion carried 7-0.**

Moved by Vice-Chairman Gross, seconded by Trustee Urbanowski that the Planning Commission **approve** wetland setback waivers for PC-22-28, GM Orion BET 2 located at 4555 Giddings Road (parcel 09-34-200-006 and 09-34-400-011) for plans date stamped received July 6, 2022, based on the applicant demonstrated the appropriateness of a lower setback and compliance with the habitat reservation, the water quality preservation and the stormwater quality retention.

Roll call vote was as follows: Gross, yes; St. Henry, yes; Urbanowski, yes; Brackon, yes; Gingell, yes; Walker, yes; Reynolds, yes. **Motion carried 7-0.**

Vice-Chairman Gross questioned if there are proposed road improvements on the public roads that would involve the construction of the safety path?

Supervisor Barnett stated yes, there are proposed road improvements. He has been to at least two dozen meetings in Lansing over the last couple months as part of this project and our commitment to GM. As part of the project, the Township is working on funding. We have been meeting with the Governor, Governor staff, with MEDC, MDOT and about a dozen or more senators and representatives including the Speaker of the House, Senate

Major Leader, people from both sides of the aisle. It is a total project which includes safety paths, 24-million-dollar project maybe a little bit less. The good news is we already secured 12.7 million dollars. As most of you might know, we do not get any funding for roads as a Township. The most recent funding came from Congresswoman Slotkin, a 7-million-dollar federal committee project funding allocation. The state passed the budget. We have strong commitments that when they come back to work in September, the House and Senate, we will be finding the rest of these funds. We are working about 10 different angles, including some in DC. The roads will be rebuilt in conjunction with this project, all the roads around the plant and we will include a safety path. That is the reason why General Motors is not including them on their project. This is because it is a part of the project we are working on with the Road Commission for Oakland County. There is also a federal bill grant application. The roads will be reconstructed, rebuilt not just resurfaced including safety paths as part of the Township and Road Commission project that we are working on.

Moved by Vice Chairman Gross, seconded by Commissioner Walker that the Planning Commission **approve** a waiver from the requirement to construct safety paths for PC-22-28, GM Orion BET 2 located at 4555 Giddings Road (parcel 09-34-200-006 and 09-34-400-011) for plans date stamped received July 6, 2022 because the Township has been working diligently with the various funding agencies to provide for road improvements surrounding the site which will include the construction of safety paths as a part of that construction.

Discussion on the motion:

Secretary St. Henry raised a question to Supervisor Barnett about what the general timing was for the rebuild of the roads?

Supervisor Barnett said that they have been working with the Road Commission and it is going to be a symphony of effort. We are anticipating upwards to two to four thousands tradesmen and women throughout the course of the project working on site. The plant is still operational; they are still building Bolts and Bolt EVs. They are going to continue those products throughout the construction. We have to make sure that when we do start the project that we can continue to let the plant operate, but there is lots of other businesses that use those roads. We are hopeful that we can do some of the project next year and the rest of the project in 2024. It will probably go over two years because we really want to coordinate and make sure we are not stifling the productivity of the construction as well as the plant. We meet with this group every single Tuesday and we have been for the last couple months. We will for the next two years. They are extremely organized and on top of things. We have been meeting with the Road Commission regularly as well to start the plan of that. We have never seen a project like this in Southeast Michigan, let alone Oakland County, let alone Orion Township. We are hopeful to start some of the project next year on the road re-construction and it will probably go into 2024 because we cannot totally close all those roads.

Treasurer Steele said she appreciated Mr. Moceris's comments about the paths because she is on the path committee. In the event you are not able to find funding; would it be something that GM would consider revisiting down the line?

Supervisor Barnett pointed out that we have a great relationship with General Motors and their team. We will continue to work with them; he is confident that we will be able to get it done.

Roll call was as follows: Walker, yes; Brackon, yes; St. Henry, yes; Gross, yes; Urbanowski, yes; Gingell, yes; Reynolds, yes. **Motion carried 7-0.**

Moved by Commissioner Walker, seconded by Commissioner Gingell that the Planning Commission grants site plan **approval** for PC-22-28, GM Orion BET 2 Site Plan located at 4555 Giddings Road (parcel 09-34-200-006 and 09-34- 400-011) for plans date stamped received July 6, 2022 based on the following findings of facts. As mentioned earlier, this is a project unknown to Orion Township, or anywhere, and the board will move forward as quickly as possible, and the applicant has indicated that they would cooperate with the consultants on their reviews or anything that has not been addressed completely. This approval is based on the following conditions: The applicant will amend the plans to address any unresolved issues from the Township's engineer, planner, and fire department reviews and resubmit for rereview by the consultants to their satisfaction with no required return to the Planning Commission unless the applicant is unable to meet one of the consultants issues.

Roll call was as follows: St. Henry, yes; Urbanowski, yes; Brackon, yes; Walker, yes; Gross, yes; Gingell, yes; Reynolds, yes. **Motion carried 7-0.**

Chairman Reynolds recessed and opened the joint public hearing for PC-22-29, Baldwin Village Planned Unit Development (PUD) Concept and Eligibility Plan, located at 4410 & 4408 S. Baldwin Rd. (parcel 09-32-301-001), an unaddressed parcel 09-32-301-014 located at the NW corner of Morgan and S. Baldwin Roads, an unaddressed parcel 09-32-151-020 located north of 4408 S. Baldwin, and 4292 S. Baldwin (parcel 09-32-151-021). The applicant RED Equities, LLC, is proposing to rezone the properties from Single Family Residential-1 (R-1), Suburban Farms (SF), and Brown Road Innovation Zone (BIZ) to Planned Unit Development (PUD) to construct a mixed-use development containing both residential and commercial components on approximately 6 acres.

Chairman Reynolds closed the PC-22-29 Joint Public Hearing at 9:29 p.m. and reconvened the regular Planning Commission meeting at 9:30 p.m.

B. PC-22-29, Baldwin Village Planned Unit Development (PUD) Concept and Eligibility Plan, located at 4410 & 4408 S. Baldwin Rd. (parcel 09-32-301-001), an unaddressed parcel 09-32-301-014 located at the NW corner of Morgan and S. Baldwin Roads, an unaddressed parcel 09-32-151-020 located north of 4408 S. Baldwin, and 4292 S. Baldwin (parcel 09-32-151-021).

Chairman Reynolds asked the consultants to go through their reviews.

Planner Arroyo read through his review date stamped August 1, 2022.

Engineer Landis read through his review date stamped July 27, 2022.

Chairman Reynolds stated that they did have reviews from their Fire Marshal, there are some

items that can and need to be addressed during final engineering if the project is to proceed. The Water Resource Commissioner did have a review along with Public Services, which is an internal department. There was a site walk report completed by their Site Walk Committee.

Chairman Reynolds thanked the citizens for their respectful conversation and points of concern. They are listening, and they are citizens and residents just like them.

Chairman Reynolds stated that overall, this is a very large parcel and many people including himself are reluctant to see development in lieu of keeping land, but private development and property owners have rights to develop. He did think, although large, it is a thoughtful development that has improved over time. He thought that the density proposed could be significantly higher in many proposals, as they have seen in the past, and he felt that a lot of the amenities have been rearranged to essentially keep open space and keep the pedestrian amenities provided. And to see not only baseline requirement that they frequently fight up here as a Planning Commission to be provided in a plan to just be brought forth as being proposed is appreciated.

Chairman Reynolds said he knew there was concern about some of the uses. He didn't question necessarily himself some of the uses, but he does question their implications as they relate to traffic. He knew the Baldwin corridor has plenty of capacity as currently designed but it is something to consider as to what uses are going in there.

Chairman Reynolds stated the one piece about having this being a large parcel under unified control and development is that things like detention, they are seeing a lot of very nice planning ideas implemented here that would otherwise if singularly controlled or developed that they wouldn't normally see. He is an architect by nature, so there are a lot of these things on the buildings up by the Baldwin corridor with nice landscaping. A lot of times they are trying to squeeze every little bit of their engineering standards on a parcel versus understanding that they can be combined and pushed towards one location. He did think there were a lot of positives.

Chairman Reynolds said that he was in support of the residential varying uses. They have worked many, many, months, and many hours on their Master Plan this past year and a half and it does start to check some of those boxes of some other housing types that the Township does need. Now does he believe that the plan as proposed right here is perfect, no, he did not believe that. Although he did think that the project is eligible for a PUD and the density and uses proposed are reasonable. He thought that there needed to be further discussion and review based on the traffic, specifically some of those cross-access and ingress and egress of the site adjacent to some of these uses especially ones that they know will likely create some havoc if not done properly. He did have some concerns with some of the buffers. He understood that some of these retail developments are searching for certain parking requirements or circulation, but buffers are important to them. All of the comments here this evening speak to not just having the minimum buffer but an increased buffer. He knew there were measures being already proposed but he thought there were a number of potential waivers as the plan is presented here this evening that would affect some buffers and ordinances that they typically like to see.

Chairman Reynolds said with the minor wetland mitigation measures that are being proposed some understanding and forethought from the developer, the concern around the adjacent neighborhoods, they have a largely graded site with a lot of grading that is existing, to kind of prove, especially with their new stormwater management standards to show that that drainage is being withheld on the site and that it isn't going to negatively impact any of the neighbors because they don't want devaluation of properties or creating havoc on people adjacent.

Chairman Reynolds stated that he did think that the residential proposals have a nice aesthetic. It looks like they were well thought out, he did think that the commercial side needs a little help. Maybe that is intentional with maybe some of the tenants that are not able to be announced or know yet are being shown. For example, some of the flat roofs being proposed that is something that they stray away from in this district. Some of the blank facades, although he appreciates the buildings having all of these pedestrian amenities, he thought that there needs to be a little bit of further development towards the pedestrian scale. Although he was in support of kind of this neighborhood-scale grocer, and he understood it was an orientation on the site, he thought that there needed to be some deeper dive into what it looked like from the main entrance point and the Baldwin corridor.

Commissioner Walker said Mr. Moceris is a fine developer. His team, he was sure as they have heard from everybody around here today, is a great team. When he reviewed this initially, he thought, I don't like it, and he didn't know why. He analyzed it from the ordinance side of things, the PUD, what qualifies as a PUD. When you go through the application you can check off those boxes pretty easily, you can't. Normally when an applicant comes in it is his experts against our experts. Today, his experts and our experts are kind of right in lockstep. He is still not convinced, and he didn't know why he was not convinced. Part of it, he thought, doesn't fit, in his personal view, of his view of Orion Township. During the presentation they indicated that some of the buildings. They didn't want to look like a Royal Oak, and they wanted to be Scandinavian. To him it looks like, he doesn't know where it belongs, someplace he didn't want to say nicer than Orion Township, he has lived here 34 years he loves it here. It just doesn't fit in his concept of what he would like to see that area look like.

Vice-Chairman Gross said since he has been on the Planning Commission, he thought this was the first real Planning Unit Development project that they had come before them. It is a mixed-use development consisting of residential, retail, office, commercial, and open space on a single 60-acre parcel as opposed to 10 or 6 10-acre parcels individually unrelated to one another. He was excited about that. In addition, he thought the overlay district they have with Gingellville, he thought provides them with some additional opportunities to create something that is different from what would normally be expected on the site. They talk about this as part of the Master Plan embracing the 15-minute neighborhood. He thought that they needed to look at this as more than just a neighborhood of the apartments on the existing development that extends beyond the borders of this site and take that into account. He thought they had to take a look at what is happening or could happen across the street on Baldwin and how they get folks from the east side of Baldwin to the west side of Baldwin safely. That has to be done with some sort of traffic considerations and monitoring and the like. He was on the Site Walk Committee that visited the site and his first observation when he saw it was this is a heavily wooded site. With innovation and proper planning, there is an opportunity to take advantage of that landscaping, and the existing woods, especially around the borders of the property adjacent to the existing residential sites. He saw what they did with The Cottages to the north, and they took out all of the trees and put in some buildings. He thought there was an opportunity to save what is there and add to it so that there is a recognition of the existing amenities that are on the site.

Commissioner Gross said one other consideration that he thought needed to be taken into account is the nonmotorized activity that a 15-minute neighborhood is going to take into account, and whether it is minibikes, bikes, or pedestrians, and how is that accommodated relative to bike stands, and charging stations, and all of the things that make it friendly for the neighbors to actually utilize the site and not worry about concentrating it just for the folks that are going to be living there.

Trustee Urbanowski said when they think about the community benefit it doesn't necessarily just mean that community. She thought that was a wonderful idea with the charging stations and all of that. She said someone questioned why the kayak addition would be something that they would talk about, that is an additional community benefit and that is allowable. They are allowed to say whether or not they would accept something like that as a community benefit. It is not required, most of the time when they see PUDs it is that the benefit is that they are going to give them a nature preserve. That is arguable sometimes, but this is a solid thing that they want to do.

Trustee Urbanowski said going back to the schools, and she has mentioned this at another before, that she is very much concerned about public safety, their Fire Department, and infrastructure and all of that. She stays in contact with those departments, and she asks questions. She did reach out, as Supervisor Barnett did to Ben Kerby, and she asked him what the pain point is, when are they going to freak out on them, and say stop building places. She got the assurance from him that they are well aware of everything that is going on, everything that is coming, and that they are planning for that. She wanted to make sure that everyone knew that they also think about those things and asked in advance. She does have kids here as well; she has a middle schooler at Waldon. She lives off of Baldwin, so she totally understands it.

Trustee Urbanowski said they are considering all of those people that are surrounding. This truly is the first real kind of PUD that they have seen that is really true to what they were thinking of when they are thinking of these kinds of things. She believed that Baldwin was built for something like this. The use, the density, and the design concept fit right in with the PUD idea. She appreciates the two most western bits the closer to Peppermill and The Cottages intend to feel more like the adjacent properties, and the same towards Baldwin. They are putting the multi-family towards Baldwin, they are bringing it away from the single-family homes, and The Cottages. She thought that was well thought out and she appreciated the idea of that. That goes to in her eyes, the transition, it is not like they didn't throw all multi-family apartments in the back and felt that was really well thought out. She was concerned about the commercial part of it, especially because of the Chick-fil-A, that entrance there. She did think that that will be an issue. She also didn't like the idea of another car wash, there are too many. If people are going to be walking more, they don't need to wash their cars as much.

Trustee Urbanowski wanted to talk about transitional features, will the PUD place an unreasonable burden upon the subject and surrounding land or property owners and occupants potentially with the traffic from Chick-fil-A? With the Township Master Plan, they were talking about 15-minute neighborhoods, she wants to see kids and families still continue to use those safety paths, safely. She lives off of Baldwin and she would really like to continue to let her kids go down to Menchie's, so that is important. She likes the fact that there is more open space than they need to have. The density is right along the line of what it would be normally. Unified control, she understood that Mocerri properties are well maintained and had an excellent reputation so she had no concerns with the idea that they would fall into disrepair.

Trustee Urbanowski they have been talking over and over about middle housing. When she thinks about middle housing she doesn't think in terms of price. What she is thinking about is that somebody in her neighborhood of Keatington, like maybe her because most of her children are grown and gone, she doesn't need a four-bedroom house anymore, but she might want to stay in Orion. This might be something that she can go to and now she has opened up her 2,300-sq. ft. home to someone else that wants to buy it. People are moving from large homes that they have raised their families in, but they want to say in Orion young professionals and empty nesters. She was happy to see this plan and did think there was a

lot of work, but she thought it was right where it needs to be.

Secretary St. Henry said during the applicant's presentation he talked about our Master Plan and some of the goals in the Master Plan. He helped write those goals and a big focus of their attention has always been balancing development with maintaining the historic character of their community and the rural nature of their community. All of them recognize that this piece of property has been primed for development for 20 years. For those that have lived here, it should be no surprise. There is no question in his mind that if this was built, whether here or wherever Mocerri product is well thought out development, it would be topnotch and very appealing. It does address some of what he thought their housing options concerns are in their Township. He has a vision of middle-market housing as being also affordable housing for young families. He wasn't sure if this would meet that criterion or not of truly being affordable. They have looked at a number of townhouse apartment developments over the past year especially. They just looked at one not too far off of Lapeer Rd. within the last few months, another very nice development very appealing would probably fill up. They looked closely at the density, the infrastructure issues, and drainage concerns, most importantly they looked at the traffic issues. That being said when he looked at this plan and he saw the massive size of this plan and where it is being proposed and having lived here and watched Baldwin Rd. evolve over the last 40 years, he was very concerned about the traffic. Not just people going up and down Baldwin Rd. but also those that live in the neighborhoods, and trying to be respectful to the existing residents, some that have been there 2 years, 20 years, and 50 years. Traffic in that area is an issue. Development of this size with the possibility of up to 1,000 cars adding to the traffic is concerning. They have talked about this before; they are proponents of the right kind of development, and it has to be in the right locations in the Township. He was not convinced that this is in the right location in the Township. It is a very nice development but to Commissioner Walker's point, he felt exactly the same that he did. He is not sure this belongs in Orion Township. To him he envisions this being in a location like a Troy, or a Rochester, or perhaps a Northville or a Novi. It just doesn't seem to fit their character. He is not saying that changes couldn't be made but it just feels out of place. His biggest issue with this development is the footprint. They talked about 15-minute neighborhoods, and Planner Arroyo brought that concept to their attention when they were putting together the Master Plan, he enlightened 15-minute neighborhoods to hamlets. To him, 465-unit development is not a hamlet. He thought that the footprint is detrimental to that area from a traffic perspective but more so because he is concerned about the impact on the people that live there now, these different neighborhoods around there, and what kind of impact it will have on them. This proposal Mr. Mocerri is presenting has merit. He would like to give them the opportunity to listen to what they have had to say, what the community has to say, and come back with some significant changes, if possible, to perhaps make that footprint not as drastic to this area. When he looks at this, this is almost like a new community within Orion Township. He always envisioned when a builder comes in, he wants to compliment what is around him and he thought that location is not compatible at this point. Perhaps it could be if it was configured differently, maybe a little smaller he would feel differently but right now the footprint is very problematic to him.

Commissioner Brackon said this in his opinion is a place he would want to live within Orion Township. He did see within Orion Township although there is nothing like it in Orion Township, he thought that it would bring the level of Orion Township up significantly. The concern that he does have is the traffic, a massive problem. Somehow the engineers have to figure that out and have to get dealt with in a way that it doesn't seem it has yet. His second concerns are the buffers and the setback to the existing housing that is there. Not as much so to the west and the Pulte subs that are new there but to the south to the north. Also, on the southwest corner there, there is a whole subdivision there that they can't see on that, that he was assuming was intentionally left off of that map where there are 50-ft. setbacks from those seven duplexes in that corner and its 50-ft. that doesn't include a patio or a pool. The

people living to the south there in their R-1 homes on three-quarters of an acre have enjoyed woods and now they are going to have a pool within 25-50-ft. of their house. He thought that the buffers and the setback have to be analyzed if this is going to move forward to reduce the impact on the existing property owners or there is going to be a huge problem.

Commissioner Gingell said she was concerned about a road coming from The Cottages into this development because she can picture people coming out of Gregory Meadows into The Cottages through there and creating a whole lot of traffic coming into those commercial buildings just to avoid Baldwin Rd. entirely. She thought the grocery store didn't have the feel of a neighborhood grocery store at 44,000-sq. ft., a Trader Joe's is 13,000-16,000-sq. ft. a Whole Foods is 40,000-sq. ft. that is a huge grocery store, not a local neighborhood grocer. Chick-fil-A is going to cause a huge amount of trouble. She has teenagers and she told them this was on here today and they are super excited because they are kids and they want to go there and they are all going to have to take them there, it is going to be busy. The one-way exits there and just the way the boulevards are she saw huge safety concerns there as well. She wished it had more of a village feel on the Baldwin Rd. side just to keep the character of the town down there. The only thing she sees as a village is a name, it is commercial with some residential behind in her opinion. When they get past the commercial, they see huge apartment buildings. She wished those were pushed back if they have to be there. Some more greenspace she opened it and saw a bunch of concrete right off of Baldwin Rd., so if they could push it back, build up the buffers, she thought it would make it a little better.

Chairman Reynolds said regarding OHM's letter one of their four concerns was the stub road from The Cottages of Gregory Meadows. His personal opinion is, that he has always likes vehicular connections, he is a big proponent of that. Obviously, the way this lays out and seeing it is under unified control the concern was more if that was always going to be a single development piece, so he at least appreciated the pedestrian access component. He thought where he sees some of this discussion going is he would like to get some thoughts on that specific comment because it is something specific in their engineer review. It sounds like if someone is willing to make a motion then there could be some constructive conditions being put forth on the recommendation that they make. Some of these concerns of buffers, drainage, aesthetics, and trees he thought were all good things to put within that motion to give some constructive feedback on why they feel the way they do that they may be in support, but they want to still see these things improved. He wanted to circle back to the road pedestrian access versus vehicular.

Commissioner Brackon said his understanding is that Peppermill Lane and The Cottages that there is a gate there now only assessable for emergency vehicles. There would not be an opportunity in the new development to go to The Cottages and then assess Morgan Rd. that way. Chairman Reynolds said as it is planned currently, no. What they see where all of the trees are in the current development, but that is where the stub road was originally proposed in The Cottages at Gregory Meadows. In what would be in the top right corner of this proposed plan there was the stub road with The Cottages at Gregory Meadows proposed that would potentially connect to future development. As of right now, it is only proposed as a pedestrian accessway between the two parcels versus vehicular access.

Vice-Chairman Gross stated that the carwash that was proposed doesn't seem to fit in this type of development.

Commissioner Brackon said if the carwash project was scrapped a mattress store also doesn't fit.

Secretary St. Henry said what he would like to see here in the commercial portion of this would be professional services like doctors, dentist offices, and medical facilities, if this is truly

a self-contained village. Something like that makes more sense to him than a carwash. He thought that the development of the mattress store he thought was purposely building designed that way so it can be a lot of different things. He would like to see professional buildings of some sort in this development.

Moved by Vice-Chairman Gross, seconded by Trustee Urbanowski, that the Planning Commission forwards a recommendation to the Township Board to approve PC-22-29 Baldwin Village PUD Concept and Eligibility Plan, located at 4410 & 4408 S. Baldwin Rd. (parcel 09-32-301-001), an unaddressed parcel 09-32-301-014 located at the NW corner of Morgan and S. Baldwin Roads, an unaddressed parcel 09-32-151-020 located north of 4408 S. Baldwin and 4292 S. Baldwin (parcel 09-32-151-021) for the preliminary plans date stamped received July 7, 2022. This recommendation to approve is based upon the fact: that this is for concept only; further plans would be detailed at a later date under final plan review. That the applicant has met the following eligibility criteria of Section 30.03(B) of the Township Zoning Ordinance and has met the intent of a PUD as stated in 30.03A of the Township Zoning Ordinance: a recognizable benefit; a PUD will result in a substantial benefit to the ultimate users of the project and the community, and embraces the Gingellville Overlay District and the 15-minute neighborhood plan with is addressed in their latest Master Plan; it provides for a single unified development on 60-acres of property versus several unrelated developments. The density impact will result in a material increase in the use of public service facilities and utilities in relation to what would be permitted if the property were developed without using the PUD; it is consistent and complies with the Gingellville Overlay District. The request is consistent with the Master Plan in the area as well as the Overlay District and the 15-minute neighborhood concept. The economic impact of the PUD will not result in an unreasonable negative economic impact upon surrounding properties in relation to the economic impact that would occur from more traditional development. The guaranteed open space contains open space which is required in the ordinance and will provide a nature preserve and park available for the community located within the project. This is a proposed unified PUD under single ownership, there is a single person or entity having responsibility for completing the project with this ordinance. This recommendation for approval is based upon the conditions: that the traffic is analyzed and detailed relative to the project both from a vehicular as well as pedestrian traffic circulation system; that there be a tree survey provided that will identify the border existing foliage that can be retained as a screen, setback, and border for the adjoining residential properties; that there be a phasing identified for the project which would identify which projects would be provided in the various phases; that the project looked at nonmotorized accommodation on the development for such things as bike paths, bike racks, charging stations, and the like.

Discussion on the motion:

Chairman Reynolds said they would want to make sure that they are meeting the criteria of 2-4 of OHM's review, which referred to reviewing the traffic study, three was the infiltration measures, and four was the ingress of traffic for review. He was not adding in 1 because it was in reference to the vehicular access to The Cottages at Gregory Meadow.

Vice-Chairman Gross amended the motion, Trustee Urbanowski re-supported to include the July 22, 2022, report from OHM.

Chairman Reynolds stated the discussion of avoiding future buffer waivers was one comment. He knew that they were discussing trees, but he thought was a point of clarification that there was some point of concern about the amount of buffers, especially to the north and south. The other comment was some of the commercial aesthetics make being aware of the Gingellville standards and their frontage along

Baldwin Rd. And then the concern of draining and flooding on the site. He thought that was somewhat addressed in item #3, but it is a point of condition he thought just from the Planning Commission. To be clear, in addition to the previous amendment it would be looking at the buffers adjacent to commercial properties specifically to the north and south sides. Addressing the commercial aesthetic and the flat roofs as it relates to the Gingellville Overlay Standards and their presents along the Baldwin corridor, and then the drainage and flooding concerns as the proposed property may or may not create.

Commissioner Brackon said even during the construction process the drainage and flooding because he thought that were a huge concern. Ultimately this may be perfect as far as drainage and flooding in the end but during the construction and the moving of the earth, there is going to be a problem potentially. The one person brought up the escrow, to put something in there to protect the people where if their whole basement gets flooding there is an escrow account or an insurance policy where they don't have to go through litigation to get their basement fixed.

Chairman Reynolds ask Engineer Landis if he could elaborate on that. Do the new Oakland County Standards speak to groundwater or anything like that? How it might change with the proposed development and their concern is how it might influence outside this property borders. Engineer Landis replied that they recently adopted a county standard basically to promote some more infiltration trying to keep some of the stormwater runoff onsite as opposed to collecting it and then sending it downstream. There is a requirement for the developer to provide some infiltration tests to look at the soils to see if they are pervious. There are certain rates that they have to meet. If those are met, then they can do the infiltration if they aren't then there is a requirement to try to implement some other best management practices onsite. He can assure them that they will make sure that the development adheres to the new stormwater standards. With respect to construction just to make sure they understand, obviously the developer is responsible for the design of the project. The Township and its consultants would review it to make sure it is in compliance with those standards. It is up to the developer to manage his construction. They are not out there all of the time when they are grading the site. They have their own construction crews; they have their own stormwater operator responsible to control runoff from the site and maintain their soil erosion measures. The incident that happened at Peppermill was a result of the developer's failure to maintain their measures and it resulted in offsite impacts. As he understood it there was a settlement reached between the two parties. It is unfortunate but it has been resolved. As far as the escrow is concerned, that typically is not set aside for such damages. There are several guarantees that a developer has to post, one is a performance guarantee which is usually 50% of the engineer's estimate of site improvements for the development. That is in place for the Township use in the event that the economy crashes, developer walks, or other unforeseen issues. Where they have possibly residents in a half-developed site where the Township might have to hire contractors to come in button up underground utilities assess etc. The other escrow is set aside to cover site inspections some inspections are full time mostly for utilities that the Township is going to take over and maintain such as water and sewer. Other inspections are more part-time check-ins. They are not typically set aside for potential damages to offsite residences.

Commissioner Brackon was hoping that perhaps the applicants think about that as part of their next proposal and maybe include it as part of it in contemplation of that issue.

Chairman Reynolds said there was a suggested amendment regarding the buffers, the general discussion against drainage and flooding in essentially that would be met by

meeting their engineer standards as recently adopted, and then also the commercial aesthetic along Baldwin Rd. He asked if the motion maker was willing to make this amendment.

Vice-Chairman Gross amended his motion, Trustee Urbanowski re-supported, that there be compliance with the Gingellville architectural and design standards of the ordinance.

Chairman Reynolds thought that the buffers needed to be looked at. Trustee Urbanowski thought that he was being more specific. Chairman Reynolds said the buffers are included along with the commercial aesthetic.

Planning & Zoning Director Girling said the motion is to recommend approval and all these conditions are their conditions that will be in the plan when they come for final. Chairman Reynold replied correct. Planning & Zoning Girling said she just wanted to make sure that was the intent of the motion, that it did not need to be at concept. Chairman Reynolds replied correct.

Mr. Dominic Mocerì 3215 Silverbell thanked them for their comments and concerns. He is going first address the perimeter there are concerns with the buffer. Their setback is their setback and their decks the way the buildings jog in and out are mostly recessed in along the west property line where the duets are those will all be at grade, there are no elevated decks there at all. There are no pool structures, invisible fences, jungle gyms, nothing like that. The buffers between the existing neighborhoods and what they are proposing with the North and South Village there is no additional structure. There is no clearing because of the slab on grade function the clearing limits would typically be no more than 12-ft. beyond the building envelope, they are not excavating basements. It is not to the same extreme as it would be a single-family with full basements.

Mr. Mocerì said that Commissioner Walker brought something up about the look and feel. They are looking at a flat aerial plan so they took great consideration to reduce the bulk and the heaviness of the car pollution and parking pollution and so they split the building in half. These are garages and there is parking behind the garages. These buildings all have garages that are at the ends of them. If they pull their renderings up, they are seeing an aerial of a bird's eye view, because they are not a giraffe, and they are looking at something from a giraffe's perspective. They have to look at it from a human scale from where they are in their vehicle, which they are below the grade of the height of the road coming up. They are not seeing three floors of these apartment buildings. He was calling them apartment buildings because they are trying to provide housing types and options for different affordability levels and middle market. They can lighten some colors up in the next iteration and give options to this. The dark contrast is something new to them, his taste level is he likes French Nouvel architecture but that is Gingellville either. His children think his taste is an architecture stogie, they think this is fantastic and it is Icelandic and all these different terms. They are not looking at it from a human scale and that is the problem they need to do a better job. If they get to the human scale, they are only going to see one floor because they have the berm and landscaping, then they have a trellis that is going to block all of this parking. Right now, from a flat plan, it is hard to see that at first glance. With the fountains and the trees, they may only see one story of that building. The clubhouse what they tried to do is set the amenity reflecting upon the pond. They were very cognizant and to the delicate nature of reducing the bulk. They put all half buildings along the boulevard and along Baldwin Rd, it was very intentionally done. They need to better demonstrate this in the next iteration, and they do appreciate their comments.

He did understand that it is different and tried to balance that with the round-about and traffic flow and create the different village concepts. To create that hamlet, they all think of hamlets as something of smaller size, and a hamlet is usually 50-100 housing units max. They created these hamlets or neighborhoods within the greater neighborhood. They just need to do a better job demonstrating this because it seems harsh on a flat plan but when they get the human scale, and they have trees that are getting planted at 12-ft. tall and they mature to 18-ft. tall it softens everything. He cannot speak to the center itself his associates will speak to that aesthetics and those uses. The one thing they were very diligent on was connecting the entire frontage along Baldwin with this common trellis work and landscape so there is connectivity, then the unified control as far as the landscape architecture and architectural control. They think these buffers are rather significant. They appreciated that they concur that the vehicular traffic and the Fire Department does concur, and they have reviewed the plan and the public safety and health they are satisfied with the dynamics and the connectivity that they have. By Peppermill Ct. is the last location where they have a duet. Often times they try to bring an architectural flavor and difference and not be so monotonous, but they are open to colors, it might be that stark contrast and that dark roof, and they could lighten those types of things up in the next iteration and provide some choices.

Chairman Reynolds said one item to clarify is a lot of the buffers are the concerns of the property adjacent to existing uses. He thought some of the main comments are buffers are the potential for future waivers is some of the distances as they relate to commercial uses.

Ms. Erin Wolf 4453 Peppermill Lane wanted clarification when they were saying about the amendment of the buffers if it could be for all of them not just for the north and the south because there are just the 50-ft. for the other adjacent. She also said she is really glad that it is Mocerri helping with this. After Mr. Mocerri reassured her that some of those homes were going to be the colors of their natural habitat for the buffers as an addition to the buffers. She just wanted to make sure that amendment was a buffer all the way around.

Roll call vote was as follows: Urbanowski, yes; Gross, yes; St. Henry, no; Walker, yes; Brackon, yes; Gingell, yes; Reynolds, yes. **Motion carried 6-1**

8. UNFINISHED BUSINESS

None.

9. PUBLIC COMMENTS

None.

10. COMMUNICATIONS

A. Additional Correspondences Regarding Master Plan

Chairman Reynolds stated that they have received a couple additional letters regarding the Master Plan. One of those was similar comments of opposition that we have received in the past. Another one was in support of our work, thanking us for our thoughtfulness and 15 minutes neighborhoods.

11. PLANNERS REPORTS

None.

12. COMMITTEE REPORTS

None.

13. PUBLIC HEARINGS

A. 08-17-22 at 7:05 p.m., PC-22-31, 1112-1128 Lapeer Road Rezone, the request is to rezone 1112, 1116, 1120, 1124, 1128, & 1132 S. Lapeer Road (parcel #09-14-201-005) from Restricted Business (RB) to General Business (GB).

14. CHAIRMAN'S COMMENTS

Chairman Reynolds thanked everyone from the public for coming out tonight. He does respect everyone's thoughts and opinions and does appreciate them for coming out especially in a respectful manner even though it is a late evening. It is nice for people to come out. Chairman Reynolds encouraged the Planning Commissioners make some motions and ask some questions.

15. COMMISSIONERS' COMMENTS

None.

16. ADJOURNMENT

Moved by Chairman Reynolds, seconded by Trustee Urbanowski, to adjourn the meeting at 10:51 p.m. **Motion carried.**

Respectfully submitted,

Courtney Keisman
PC/ZBA Clerk
Charter Township of Orion

Planning Commission Approval Date

CHARTER TOWNSHIP OF ORION PLANNING COMMISSION MINUTES
PC-22-28, GM Orion BET 2
SPECIAL LAND USE REQUEST TO EXPAND AN AUTOMOTIVE MANUFACTURING FACILITY
PUBLIC HEARING – WEDNESDAY, AUGUST 3, 2022

The Charter Township of Orion Planning Commission held a Public Hearing on Wednesday, August 3, 2022, at 7:05 p.m. at the Orion Township Municipal Complex Board Room 2323 Joslyn Road, Lake Orion, MI 48360.

PLANNING COMMISSION MEMBERS PRESENT:

Don Walker, PC Rep to ZBA	Derek Brackon, Commissioner
Don Gross, Vice Chairman	Joe St. Henry, Secretary
Kim Urbanowski, BOT Rep to PC	Jessica Gingell, Commissioner
Scott Reynolds, Chairman	

PLANNING COMMISSION MEMBERS ABSENT:

None.

CONSULTANTS PRESENT:

Rod Arroyo, (Township Planner) of Giffels Webster
Eric Pietsch, (Township Planner) of Giffels Webster
Mark Landis (Township Engineer) of Orchard, Hiltz, and McCliment, Inc.
Tammy Girling, Township Planning & Zoning Director

OTHERS PRESENT:

Christopher Carnell	Kirsten Barber
Erich Smith	John Docherty
Doug Black	Felix Lopez
Gary Roberts	Fred & Sue Hackstock
Dominic Mocer	Mark Perkosi
Christina Belanger	Chris & Jerry Demott
Braden Giacobazzi	Craig & Darcee Scavone
Brooke Smith	Jim Eppink
Gary Jensen	Thomas Martelle
Ron Yancho	Don Hickmott
Allycia Nativio	Marilyn Hester
Erin Wolff	Julie & Mark Branton
Angela Debrincat	Johanna Barker
Kristen Wirz	Peggy Nelson

PC-22-28, GM Orion BET 2, Special Land use Request to expand an automotive manufacturing facility, located at 4555 Giddings Road (parcels 09-34-200-006 and 09-34-400-011).

Chairman Reynolds adjourned the regular Planning Commission meeting at 7:05 p.m. and opened the public hearing for PC-22-28 GM Orion BET Special Land Use request to expand an automotive manufacturing facility. Chairman Reynolds asked if the petitioner was present and if they could please state their name and address for the record.

Erich Smith, of 2980 Wildwood Road, thanked the Planning Commission members. Mr. Smith stated he works with Wade Trim and was representing General Motors tonight to go over the special land use application for a manufacturing facility expansion at the General Motors Orion Assembly plant that is located on Giddings Road in Orion Township. The zoning for the property is Industrial Complex and GM has worked with the Township already to meet the current manufacturing needs. He explained that this plan expansion is going to take advantage of its existing manufacturing facility to aggressively pursue GM's vision and commitment to transition to electric vehicles. When it is in full production, the GM Orion Assembly operations will produce high-volume full-size battery electric trucks, or BET is the acronym, we use. This is going to create more than 2,300 new jobs and retain 1,000 current jobs. This plan for the expansion is constant with the intent of the Industrial Complex zoning for this area in the Township. The

proposed use will be the same use as it currently is with the expansion of approximately double the square foot area under the roof of auto manufacturing. The facility is about 3 million square feet. We are going to be adding approximately 3 million square feet of additional building space. The exhibit we have showing here tonight shows the current facility. The darkened areas represent new building expansions that are going to occur on the south side of the plant. For everyone's reference north is to the left of the sheet. You have Giddings Road on the west side, or the bottom side of the sheet, which is the main entrance into the current facility. There is going to be a number of expansions off the existing plant.

Mr. Smith stated that on the north-west corner, there will be new truck gates. There is going to be a body assembly expansion. There will be a separate building that is going to be connected by a second level conveyor system or a paint shop which will have the vehicle products go in a closed conveyor between the main plant and the paint shop. The south side, this is for the battery cells.

Mr. Smith explained that there is going to be a proposed new parking that is going to be on the east side of the site behind the rail. There will be approximately 1,000 spaces of new employee parking. On the south-east corner, there is temporary parking for the construction trades as they build the plant over the next two years. In terms of utility and public services, the existing facility has utility services in place and can support the projected loads for wastewater and natural gas. Electric service is going to have a new feed that will be installed to support the expansion that does enter the site on the east side. There are current electrical easements that will be working into the new line of electrical service. Road access to the highways on this site will be adequate to support the expansion. The existing road infrastructure is planned to be rehabilitated, but there is no major road widening expect for turn lanes into the plant and a couple traffic signal modifications are going to be warranted.

Mr. Smith said in terms of storm water, we do not have any new discharge points planned for the site. Improvements to the on-sites storm water systems include storage and the use of the bioswales which will be in the involved areas and additional landscaping and screening of the site perimeter will enhance the road corridor as well as meet the ordinance requirements.

Chairman Reynolds asked if there were any public comments. There were none.

Chairman Reynolds asked if there any letters received regarding this project. There were none. He asked the Planning Commission for any questions or comments they had during the public hearing for this case.

Vice-Chairman Gross questioned what is the timing of this project?

Mr. Smith stated that construction timing is going to be starting this month. They are planning to get permits in place to start with grading and full production is scheduled for the end of 2024.

Chairman Reynolds closed the public hearing at 7:11 p.m.

Respectfully submitted,

Courtney Keisman
PC/ZBA Clerk
Charter Township of Orion

Planning Commission Approval Date

CHARTER TOWNSHIP OF ORION PLANNING COMMISSION MINUTES
PC-22-29, BALDWIN VILLAGE PUD CONCEPT
JOINT PUBLIC HEARING WITH THE BOARD OF TRUSTEES
WEDNESDAY, AUGUST 3, 2022

The Charter Township of Orion Planning Commission held a joint public hearing with the Board of Trustees on Wednesday, August 3, 2022, at 7:55 p.m. at the Orion Township Municipality Complex Board Room, 2323 Joslyn Road, Lake Orion, Michigan 48360.

PLANNING COMMISSION MEMBERS PRESENT:

Scott Reynolds, Chairman
Don Gross, Vice Chairman
Kim Urbanowski, BOT Rep to PC
Derek Brackon, Commissioner

Don Walker, PC Rep to ZBA
Joe St. Henry, Secretary
Jessica Gingell, Commissioner

PLANNING COMMISSION MEMBERS ABSENT:

None

BOARD OF TRUSTEE MEMBERS PRESENT:

Chris Barnett, Township Supervisor
Donni Steele, Treasurer
Kim Urbanowski, Trustee

Mike Flood, Trustee
Julia Dalrymple, Trustee

BOARD OF TRUSTEE MEMBERS ABSENT:

Penny Shults, Township Clerk
Brian Birney, Trustee

CONSULTANTS PRESENT:

Rodney Arroyo, (Township Planner) of Giffels Webster
Eric Pietsch, (Township Planner) of Giffels Webster
Mark Landis, (Township Engineer) of Orchard, Hiltz, and McClimment, Inc.
Tammy Girling, Township Planning & Zoning Director

OTHERS PRESENT:

Christopher Carnell	Kirsten Barber
Erich Smith	John Docherty
Doug Black	Felix Lopez
Gary Roberts	Fred & Sue Hackstock
Dominic Mocer	Mark Perkoski
Christina Belanger	Chris & Jerry Demott
Braden Giacobazzi	Craig & Darcee Scavone
Brooke Smith	Jim Eppink
Gary Jensen	Thomas Martelle
Ron Yancho	Don Hickmott
Allycia Natavio	Marilyn Hester
Erin Wolff	Julie & Mark Branton
Angela Debrincat	Johanna Barker
Kristen Wirz	Peggy Nelson

PC-22-29, Baldwin Village Planned Unit Development (PUD) Concept and Eligibility Plan, located at 4410 & 4408 S. Baldwin Rd. (parcel 09-32-301-001), an unaddressed parcel 09-32-301-014 located at the NW corner of Morgan and S. Baldwin Road, an unaddressed parcel 09-32-151-020 located north of 4408 S. Baldwin, and 4292 S. Baldwin (parcel 09-32-151-021).

The Board of Trustees opened their Special Meeting at 7:54 p.m.

Chairman Reynolds opened the joint public hearing at 7:55 p.m.
Chairman Reynolds invited the applicant to make a presentation.

Mr. Jim Eppink, with J Eppink Partners at 9336 Sashabaw Rd., Clarkston, MI, presented and introduced their team: Randy Orley with Red Equities, Buzz Silverman (remotely) with Red Equities, Dominic Mocer, who is leading the Mocer Jacobson partnership on this project for the residential portion, and Gabe Schuchman with Alrig USA leading the commercial portion, their engineers Steve Pangori from AEW, Mitch Harvey from Stonefield, and Manny Kianicky with SR Jacobson.

Mr. Eppink explained that the Township has a series of ordinances that apply to this parcel and they have spent a lot of time going through all of it and working with the Planners, Engineers, staff, and sub-committees. He stated it does get complex and though it was important to validate that they are looking at it correctly to put on the public record. Then, to ideally help provide information to the residents/citizens of Orion Township and surrounding communities.

Mr. Eppink stated that what they are looking for is to develop a piece of property as a mixed-use project under a PUD. The parcel has an overlay district, besides the underlying zoning, of Gingellville Village Center Overlay Standards, so those are layered onto here. They also have the Township Master Plan, and there are components specific to this property and this district that they want to look at within the Master Plan. A portion of the property is also in the Brown Road Innovation Zone (BIZ) District. There is a confluence of ordinance requirements, statutes, and standards, down to setbacks that they have tried to carefully balance.

Mr. Eppink explained that the Board of Trustees and Planning Commission received a package in their packet that is probably more extensive than they would typically get at conceptual PUD. However, what Dominic, Buzz, Randy, and Gabe asked them to do is to do their homework right from the beginning so that when they do get to this point, tonight, they are confident that not only is this going to be a world class project, and fantastic for Orion Township and its residents, but it is done right and according to the ordinance and Master Plan vision.

Mr. Eppink stated that their team talked about the various ordinance components. They will get into the design and the layout, the architecture, the actual uses, and the amenities that they are proposing. He thought it was important that they talk tonight about the livability of this project, not only for its residents and its users, but they have adjacent residents, many of whom are here tonight, they want to make sure that they are good neighbors to and will continue to do that. They are looking at not only the livability within the project, but livability as people go up and down Baldwin, and certainly if they live off of Morgan Rd., and Peppermill, and the Cottages of Gregory Meadows.

Mr. Eppink said there are a lot of technical components, some of which they will touch on tonight, many of which come further in the process as this is a multi-step process. They have done a lot of homework working with the staff and consultants on infrastructure on systems but a lot of that is in the path ahead of them.

Mr. Eppink continued, saying that what Dominic Mocer asked him to double-down on tonight is their commitment, their long-term commitment to not only getting this plan right but to owning and operating this project for generations to come and making sure it remains years from now as just a best-in-class neighborhood within Orion Township. What they are hearing is people are seeing this beyond Orion Township, and that it is already being called Oakland County's best neighborhood.

Mr. Eppink stated their primary purpose tonight is to consider the eligibility of this project under the PUD ordinance. The PUD ordinance provides six points that qualify it as a PUD. They have gone through these point by point in the ordinance and in his opinion, it does in fact, qualify as a PUD under the six criteria. He explained there is a recognizable and sustainable benefit, to the residents of this project and probably more importantly to the overall Township. He stated they will go through those details throughout

the presentation. In regards to the preservation of natural features, there are beautiful natural features on this site that they are preserving, participation in access management, storm management, the connectivity of pathways, high- quality architecture, provisions for transitional uses between existing residences, and the busier Baldwin Rd. and Brown Rd. area, as well as economic impacts to benefit the Township. That is one of the criteria. Density impact, they will go through in a bit how they calculated their density. They looked at the spider web of ordinances, the underlying zoning, the PUD ordinance, and the Gingellville ordinance, they all talk about density in slightly different ways. What they are convinced is that this project, from an ordinance point of view and density point of view, is probably underbuilt. One of the ordinances, the Gingellville ordinance, which anticipates in some area's density as much as 20 units per acre, they are less than half of that with their proposal, they are at 9.75.

One of the criteria of the PUD eligibility is, whether it is compliant or in line with the vision of the Master Plan, and they feel very much that it is. The Township just went through a big exercise of their new Master Plan. It talked a lot about creating 15-minute neighborhoods; neighborhoods that preserve open space but at the same time promote community and promote flexibility, and they have some other points in the Master Plan that they will talk about.

Mr. Eppink said that economic impact, guaranteed open space, and unified control, are the balance of the six tests within the PUD ordinance. They have exceeded the required guaranteed open space. The ordinance requires 15% in residential and 10% in commercial, they have a balance of 20% overall, plus some additional open space in terms of the natural features.

Regarding unified control, Mr. Eppink stated that they have worked hard with Mr. Adler and the underlying landowners. Dominic, Randy, Gabe, and Buzz have put together this team for the immediate development and then the construction and ownership of this development. It is individual ownership of all principals all here throughout the process.

Mr. Eppink said that he covered the ordinance as it relates to the PUD. However, the Gingellville Village Center also has some criteria to go through. It is a simpler mixed-use village concept that directs that this should be a mixed-use residential neighborhood. The ordinance encourages the use of a PUD. So, Gingellville suggests or directs that the Gingellville properties be developed under a Planned Unit Development and that it provides style, lifestyle, and architecture appropriate for the Township and for this development. They will go through their architecture and why it really is setting a new standard for the county and the community. It encourages vehicular and interconnection of pedestrians. It is not just about the cars they have on the beautiful Baldwin Rd. development but more importantly for pedestrian connectivity. They will show a network of sidewalks and passing trails not only through Baldwin Village but connecting to adjacent neighborhoods as well.

Mr. Eppink pointed out the Gingellville ordinance talks about recognizing the current community and lifestyle issues. So, what is vital to Orion Township, what is vital to this immediate area, and then where do they want to take the community or continue to evolve the community in terms of establishing world-class lifestyles.

Mr. Eppink said early in the process Dominic, Buzz, and Randy just kept doubling down and saying are you sure, are you sure we are interpreting these ordinances correctly? They literally took the Gingellville ordinance and went point by point with their understanding of what each of those points is and if and how they meet it. He was happy to say that about 90% of them they feel they exceed the Gingellville ordinance. There are a few items that they want to talk about in terms of the size of just one of their uses, which is slightly bigger than the Gingellville Overlay would allow. They had some foresight with both the PUD ordinance and Gingellville that they grant flexibility within their Planning Commission and the Board of Trustees to grant those deviations or waivers. He was happy to say that most of these meets or exceeds, and they felt strongly about that.

Mr. Eppink stated that one of the last documents that they spent an awful lot of time on was the Master Plan. Not only the old plan, because when they started this project, the Township still had their old Master Plan, but now the new Master Plan. The Master Plan essentially is about a vision and about goals, creating their tag line of "living as a vacation". It is also about the lifestyle, so how are they contributing to the lifestyle of Orion Township. Mr. Eppink continued, stating, the Master Plan wants to avoid leapfrog development and wants to bring innovation to their Boards and Commissions in terms of flexible approaches, and how they get things done a little differently than they used to do. Regarding preventing overcrowding, they are at half the density. He then mentioned protecting natural features, which he stated is critical to everybody and certainly to them and high-quality diverse housing. He stated they will talk about some of the surveys that they have conducted in the master plan, community character, and then fostering creativity. At the end of the day, they are in the same business as they are creating vibrant places. They think that the size and scale of this development it will do just that to add to the vibrancy of Orion Township.

Mr. Eppink stated that the Master Plan did an awful lot of work of forecasting. Some points that were interesting to them were the survey results that talked about 50% of the residents planned to move to smaller homes, into different types of homes. They are seeing that in Troy, Clarkston, and everywhere as the population ages. A lot of their communities haven't kept up with those other types of housing choices, so Baldwin Village has looked carefully at that and is offering some different types of alternative housing choices for their current residents, for the 2,300 new GM employees that are coming here, as well as people that are just attracted to Orion Township and what to live here.

Mr. Eppink said that that missing middle, they think that they have accomplished that. The Master Plan talks about these different housing types, not the four-bedroom colonials anymore, but what else is possible that doesn't disrespect that lifestyle but complements it. It allows people to move to different areas without having to leave the Township. They are providing those different types of housing choices, they are providing that walkability. The number one survey response in terms of the commercial was unique and different groceries, so they were happy to do that.

Mr. Eppink said what it all amounts to is that 15-minute neighborhood. This truly is a 15-minute neighborhood. If he can't walk within 15-minutes he certainly can drive within 5 or 10 minutes to get to school, work, shopping, friend's house, and church. Because of its location, flexibility, and diversity, they felt this really will be, as their next developments come to town, what is meant by the 15-minute neighborhood, Baldwin Village.

Mr. Eppink felt that homework was important, they did over 60 iterations of this plan. Subtle changes, big changes, important changes, every single one of them was based on feedback. Four pre-application meetings, countless meetings with staff, working with homeowners and residents, and market studies. They continued to evolve it, they got out and walked the site, learned the site, understood the trees, understood the beautiful wetland in the middle, and made major changes to the site plan from those iterations to the site plan that they are presenting to them tonight. The open space circulation, how do they get more, how do they not meet the ordinance, how do they exceed the ordinance.

Mr. Eppink said in terms of location, just so they are clear, they are looking at about 63 acres of land on the west side of Baldwin Rd., just north of Morgan, it is a hilly site. They now have an unusual right-of-way path down their eastern border with Baldwin, and the recent expansion of Baldwin Rd. They have about a half mile of frontage on Baldwin Rd., so they have an opportunity to really be a gateway to the community to be important as it relates to the aesthetics in terms of the architecture.

Mr. Eppink stated that they have a 50-ft. grade change, they have natural buffers on the site, and they worked hard to maintain those natural buffers. Not only for the benefit of their future residents but certainly for the benefit and care of the existing and adjacent neighborhoods. They are proposing four points of access on Baldwin Rd. They have had multiple meetings with OHM and the Road Commission

of Oakland County, to understand really what is permitted and how they achieve a safe and viable neighborhood.

Mr. Eppink said interestingly, the traffic study that is well underway now, is less about creating volume. Almost every neighborhood says how many new cars are they going to put in the area, Baldwin Rd. works very well. What they are more concerned about in their traffic study are the finer details, how people are moving, and how are they handling these crossovers. They will see in future meetings the actual final traffic study and feedback from the consultants, State, and County.

Mr. Eppink stated that the parallel plan was submitted to the Township and that is used to determine density. He originally put a big note on the plan that he didn't think they needed a parallel plan because they are so far below what is permitted for this site. He thought it was good planning and was an important document to provide to the Township, and the community. They started to look at all of those various underlying zonings; BIZ, Gingellville, and PUD ordinance, all put together. A lot of parallel plans are kind of open to interpretation, this is their interpretation of if they really put the pedal to the metal and really took advantage of every little nuance of the Gingellville Overlay and they really maximize the PUD ordinance what could be accomplished. They looked at how would 20 units/acre fit on this site, and how would they still accomplish commercial both in the BIZ District and in the Gingellville District. How would they provide circulation and open space and still preserve the wetland? They were able to demonstrate that they could provide a total of 672 residential units in a mixed-family district. There is talk in the Overlay District about single-family and they can get into their interpretation tonight. He thought it was realistic to say that nearly 700 units plus about 115,000-sq. feet of commercial could comfortably fit on this site, they could still preserve the wetlands, they could still provide the open space, stormwater mitigation, and so forth. It is not a great plan, it is not a pretty plan, but he thought it was a good litmus test that they will use in their determinations, that the staff consultants will use in their determinations, of what is viable for this site. It is always interesting when they look at new land, it is a temptation to compare what is proposed versus the open space that is there now. Really, what the ordinance looks at is what is proposed versus what is the underlying rights of that land and so that is what this plan does.

Mr. Eppink said the takeaway is their density is about 31% lower than what they thought would be able to be placed on this site. Their commercial is 39% lower than the commercial that could be generated on this site. It is not only those uses but it is the traffic, parking, cars, and pollution. All in all, they have provided what they think is a very green development.

Mr. Eppink stated that the Master Plan provides an awful lot of greenspaces. Really, what they have done here, and there is a lot of data on the plan, they were happy to go through that in detail, but in the big picture really what they are trying to do is create a neighborhood within a neighborhood. They are proposing four different villages in the plan, what is called Uptown Village at the NW, North Village to the back along The Cottages of Gregory, South Village which abuts the Peppermill neighborhood, and then the commercial or the plaza at Baldwin Village which really is along Baldwin Rd.

Mr. Eppink said what their plan was able to do, in addition to creating these villages, is they have maintained 2.5-acres of beautiful wetland, very natural buffers, as well as buffers to the back of the residential neighborhoods. They have created regional stormwater management, rather than having a lot of undergrounds, and a lot of ponds. They do take care of the very south of the commercial, Mitch and his team are engineering that and that little bit towards the south end is going to go into its own system. The balance of the site flows from the west to the east and flows from Peppermill to Baldwin. All that water is coming across this site and being captured, retained, and engineered goes out to what will be a 2.5-acre beautiful pond right along Baldwin Rd. As people are coming south on Baldwin or going north on Baldwin that is going to have fountains and be a real iconic feature. They have pocket parks, and trail systems, they have connected not only their trails through the woods, and their sidewalks, but even made allowances to connect up to Gregory so that the neighborhoods can certainly walk through their neighborhood or into the commercial more importantly.

Mr. Eppink said really as it relates to the plaza the commercial component, The Plaza at Baldwin Village, this is obviously important both for its uses and they are more geared towards residents of Orion Township and surrounding communities as opposed to some of the big box stores that they see on Brown Rd. which bring people from further distances, these are neighborhood services, restaurants, and retail.

Mr. Eppink stated what it also is, is a really cool opportunity to create a streetscape along Baldwin Rd. and along the entranceway. He thought he forgot to mention Dominick Tringali, the best architect in the state, is on their team and Dominick and he worked together and created an architectural landscape. They have created iconic structures, images, and landscapes, that are going to beautify it and make Baldwin Rd., and make their entranceway.

Mr. Eppink said there will be big water features, towers, architecture, really full landscape with the Uptown Village, the multi-family village, the commercial, and uniform landscape on both sides. There will be a beautiful tower, Baldwin Village, imagine it lit at night, imagine it decorated during the holiday season, the landscaping. Dominick kept saying can they add more trees? Can they do a better job here to really make this beautiful? Their commitment is to do that.

Mr. Eppink showed an image and he explained that to the south there is the commercial in the background with the residential and the towers in the foreground. What Dominick Tringali has done is created this really beautiful trellis system and these are not going to be backyard trellises but more architectural structural trellises that highlight the entranceway, and they will be lit. They really demarcate special areas both in the commercial and throughout the residential, entrances to pathways, entrances to north villages, or the south village. There are these unified characteristics that they have used throughout.

Mr. Eppink said that their development is right up against the road. Their buildings are actually about 90-91 feet back from the road. Their efforts are to highlight the public spaces, and the sideway, and hide the parking in the back, again, in tune with the Master Plan. It is going to be a more walkable impression and a more walkable village.

Mr. Eppink stated that they are in serious discussions with a grocer, they were not able to talk publicly about who that is yet, but he thought they were really excited to get to that point where they can introduce them. They know that it is a dynamic use, and it meets the goal of the number one survey response of a unique grocer. Over the years people have proposed a super Walmart or super Kroger on this site, those can be 150,000-200,000-sq. ft. This is proposed to be 45,000-sq. ft. so about half or even a third of the size of even a standard Kroger. Really a neighborhood market, a neighborhood grocer, with an exciting concept.

Mr. Eppink said that the Gingellville ordinance does say that the largest building on this site should be 13,000-sq. ft. this is 45,000-sq. ft. This is one of those waivers that they would be asking for within the Township's discretion, all of their other buildings are below that 13,000-sq. ft.

Mr. Eppink said further to the south they are showing two different mixed-use retail buildings. He thought the nice part about these is the spaces that they create outside. This is along Baldwin Rd., one of the trellises, they are picking up all the Gingellville design style guidelines in terms of pillars, fencing, and landscaping. What this will really become is an outdoor plaza area. They are envisioning walkability, fireplaces, and anything that those retailers or the community what to do there. They are going to be big outdoor spaces so that people are going to be able to have outdoor dining, outdoor patios, right up against Baldwin Rd. as opposed to hidden in the back. The buildings are two-sided buildings that they are able to walk between the building and they are able to create those outdoor spaces.

Mr. Eppink said they are proposing a carwash between those retail buildings and the restaurant on the corner. The carwash is deliberately set back from Baldwin Rd. so that it doesn't interrupt those plazas. It will be well landscaped and be one of those community uses. Even though there is a new car wash

probably a mile and half from here, because of traffic, they are really in two different trade areas. They will be able to service that go to work traffic going up and down towards I-75.

Mr. Eppink stated that they are able to talk tonight about Chick-fil-A. Gabe and his team at Alrig are very excited to talk about Chick-fil-A coming to town. Apparently, it is less about the chicken and more about their ice, they have this pebbled ice. They are proposing Chick-fil-A down in the southernmost corner. They all know that Chick-fil-A generates a lot of excitement it also generates foot- traffic, car traffic, and pick-up traffic. Mitch Harvey from Stonefield Engineering and his team working with Gabe, they were all hyper-focused on making sure that this works, and they know that the plan that they have presented today does work. They have stacking for that opening day, of course, that crazy traffic is just that opening weekend and it kind of normalizes. They are going to be able to accommodate opening day, Christmas week, and all of those other things both from a stacking point of view but more importantly not interrupting the traffic on Baldwin so they are not going to have people stacking up, everybody comes within the site, free movement coming in and out, so paramount importance that they don't create any delays on Baldwin as people approach the site.

Mr. Eppink said Uptown Village is their multi-family development. What they are proposing here, and this is through the development, building, and then ownership of Dominic Mocerri and SR Jacobson's companies working together, they have done this in many locations both in Orion Township and elsewhere. It really is a beautiful development. They are proposing 304 residential units within this. Really what this is, is that is one of those missing middles. These are luxury for lease residences. Mr. Mocerri can provide more detail in terms of cost and qualification. These are much more expensive than his mortgage, these are going to be great development from a community point of view. These are those homes where people can stay within Orion Township, leave the four-bedroom colonial, and come to this.

Mr. Eppink said the architecture is really updated very cool, sleek, and modern, but still fits very well into the neighborhood, into Orion Township, and along Baldwin Rd. Many of their colors throughout the community are muted especially as they move further west, further toward the existing neighborhoods, the colors get more muted as they sit in amongst the trees so that they have less impact.

Mr. Eppink stated that Uptown Village will be a full amenity type neighborhood, there will be a clubhouse, big gathering areas, opportunities indoor and outdoor for parties or showers, as well as a pool. The pool and the clubhouse will be available to all three villages. It is located in Uptown Village overlooking that 2.5-acre pond and is available to all of their residents.

Mr. Eppink said the North and South Villages, are similar, but they are different in the sense of some of their architecture is different, their site layout is different, the connectivity, the sidewalks, and the buffers to the neighbors are all consistent, and are all very important. On the north, they are proposing 79 attached single-family townhomes. On the south side, they have three different building types two significant differences and one really in terms of garages and driveways and architecture. In total, they are proposing 82 residences in the South Village. So, 79 in the North Village, 82 in the South Village, and 161 total between the North and South Villages. There is quite a bit of elevation here so these buildings, although they are set back quite a distance from the new Cottages at Gregory, will be hidden because of the elevation they sit substantially lower down that hill. They are maintaining the existing buffer they are putting in new evergreen landscaping throughout.

Mr. Eppink said they are more at grade with the adjacent Peppermill neighborhood they are slightly sloping down. They wanted to be cognizant of the neighbors that have been here for some time. What they did was increase the setback distance, they are about 125-ft. from their homes, about 75-ft. of that is on their property so their buildings are setback. The closest is at 53-54-ft. setback from the property and then obviously they drop off and get quite a bit further back. The great part about what Dominick has designed here is these are single-story ranch duplexes; the profile will be lower and not as tall of a home as what the adjacent neighbors are, so they are not looking at a big multi-story townhouse it is very much residential in scale character.

Mr. Eppink stated the North Village is more of a contemporary, yet a traditional type of Scandinavian farmhouse type architecture as opposed to that kind of Royal Oak; they definitely wanted to get away from any type of Royal Oak brick townhome. This architecture he thought went well with Orion Township, and the community, but really blends in well to the development and to the buffers at the western edge.

Mr. Eppink said they will have units with both front-loaded garages and then many units will have side-loaded garages on the end. They tried to work closely with the ordinance in terms of garages positioned and how many can they get to be sideloaded. He thought that just under 50% of their townhome buildings have sideloaded garages on their end units.

Mr. Eppink stated they will ultimately submit full architectural plans, materials, and all of those different things, but thought it was important even at this eligibility criteria to give a full understanding of what the intent was.

Mr. Eppink showed them a two-family unit, an attached single-family home, a duplex, residential in scale, single-story may have a bonus room or an office upstairs. They have 16 of those units all along that SW corner.

Mr. Eppink stated that the infrastructure all comes through at final. He thought it was important that they make sure that they have it right now. They have done plans in the past and they get to engineering and find that they can't do what they promised. He added that Mr. Steve Pangori, Mitch Harvey, OHM, and their teams are here. They have done exhausted studies on stormwater, on sanitary, on water, they talked about the traffic study, tree surveys are underway, wetland reports, and wetland studies have been submitted. They are committed to that continued coordination; it really has to work well not only for Baldwin Village but for Orion Township. They know that given the homework that they have done site surveying and the work with all the various consultants right up to the State level. They can confidently say that this is going to work, and it is going to work well.

Mr. Eppink said that the PUD has one more test. What is the public benefit? Some of these can be very specific things like 20% open space, preservation of wetlands, more intangible things like the addition and the beautification of Baldwin Rd. and entranceway, safety path connection, sidewalk connections, trails, and so forth. What Buzz and Randy and the team said is there is more that they can do for the community, they have made the commitment as they are also planning on working with the Orion Township's safety paths. They already have the benefit that Baldwin Rd. put a safety path in front of this half of mile property, and so they said let's make a contribution to the safety path fund because there are other areas in the Township that need that connectivity. They are also looking at and working with and have made the commitment to participate in this idea of an accessible kayak launch at Camp Agawam. He stated that that is really a great use and they have studied the proposals for that, they have made that commitment in writing, they will continue to work with the Township and work to understand how that happens and how they can help participate in that.

Mr. Eppink continued on to say that their objective is to help broadcast their belief that they have met the eligibility as a PUD both under all the various ordinances that they talked about, Gingellville, PUD, underlying, and BIZ. They took seriously the Master Plan and thought that this is going to be that benchmark project that they will point to and say that is what the Master Plan envisions. That they will truly be the best new neighborhood in Oakland County but certainly the best new neighborhood in Orion Township.

Mr. Dominic Mocerri stated that they saw the many iterations and that Buzz, Randy, and Jim have been working on this for nearly half a decade. They brought him in about 18 months ago and SR Jacobson. They had 750 units, they looked at it and brought it down to 530. Then the real planning started and real deep diving into the ordinances. They listened to the comments of the consultants, and the stakeholders in the community including the neighbors, and bringing it down to a level where they don't have a point of

diminishing returns. Also not competing with themselves but having the open space and having these unique dynamic neighborhoods that interconnect with each other with a common open space and a clubhouse. They believe that they found the formula in 465 units. This was a true process that they went through, but in the end, it has come out beautiful and they are very proud and look forward to their consideration and recommendation, with the consultant reports, and after the end of the public hearing a PUD Concept plan approval recommendation to the Township Board. He has been responding within minutes when citizens have sent him questions. He immediately responded via either phone or email, or otherwise. At the same time change has come, there is a 57-million-dollar investment on Baldwin Rd. and that was in planning for 15 years and has finally come to fruition in the last 3 years. The road has been open for the last 18 months now. He believed this complements that, and at the same time, some people have been here for generations, since the opening of Great Lakes Crossing Mall in 1998. All of that foreseen growth and everything going forward this shouldn't come as a surprise. The Master Plan contemplated that. They hope that they have fulfilled the needs and goals and objectives of the Master Plan, and they are not going to disappoint the neighbors. They are part and partial with their headquarters and their families living in Orion Township.

Chairman Reynolds went over the code of conduct of the meeting and then opening it up to the public for comments and questions.

Mr. Doug Black, of 4437 Peppermill Lane, said his wife's family has been friends with the Moceri family for many decades, they are wonderful people and a great builder, and his comments are certainly not personal. As a resident, he will be impacted by this development. He was not asking that they deny any request, rather, what he would like to see is that they hold everyone accountable to the ordinances and standards, as well as keep in mind the visions, goals, and objectives of Orion Township. He thought no better way to ask that than to reference the 2022 Orion Township Master Plan which obviously was designed as a guide for future development. As they are considering all of the waivers for this project, he asked that they take into consideration how this aligns with the Township's land development goals. Will it preserve the sensitive environmental features such as what he thought was a 3.76-acre wetland, how will it impact stormwater management, and avoid flooding and draining problems? How will the development impact the woodland and other natural features including those tracked by the Michigan National Features Inventory? In terms of the PUD process, is this an example of a development that will preserve greenspace and promote green infrastructure? As noted in the Master Plan the PUD process should not be used to introduce a radical shift from the vision of the Master Plan. He questioned whether this project would support the desire to ensure that stripped development land use plans are halted and that new village-style concepts can take hold. For him personally, when he thinks of village styles he does not think of driving by building, parking lot, building, parking lot. He knew there were several versions of these plans so maybe the new ones have addressed some of that. In terms of traffic, he has not had a chance to read the entire 214-page report, but they didn't have to go to Caledonia, Kalamazoo, or Okemos to see the impact that a Chick-fil-A has on traffic, they just had to go see the mess on Hall Rd. in Shelby Twp. Also, he wanted to call to their attention, the Master Plan has identified approximately 88 acres across Baldwin Rd. that have been proposed for development. It is a priority redevelopment including office research, industrial, commercial, and residential mixed-use. Before all of this happens, he hoped that Joslyn Rd. would be widened to alleviate the Baldwin traffic which is also talked about in the Master Plan. When he thinks about housing, he asked that they take into consideration the long-standing interest of Orion Township to preserve and maintain nature features and open space. He quoted the Master Plan; single-family residents are favored as the predominant land use at the edge of the district. He thought that this property was at the edge of the district, and it appears that over 98% of the 460 plus proposed units are multi-family. When thinking about residential density he quoted the Master Plan, the Township will review unique site characteristics in the surrounding areas to establish appropriate density through zoning. He questioned how the units per acre for this proposed development support the goals and visions of Orion Township. Will this rezoning and the subsequent development maintain natural features, a rural character, a community character, a village character, or a small-town character? During the Master Plan process, the residents were asked what they wanted, and he hoped their voices were heard.

Ms. Marilyn Hester, of 1207 Hemingway, stated she has been there since 1996 and prior to that she was at 3881 Rohr Rd., and she moved there in 1984 and moved out in 1996 when they started building Great Lake Crossing. When they paved Rohr Rd. her crawl space was flooded, and they decided that is when they had to get out of there because they built the 320 homes along Maybee Rd. and Rohr Rd. became a highway. It was supposed to be 25 MPH and people were going 45 MPH, she had young children she was worried about them riding their bikes, there are no sidewalks on Rohr Rd. still. The development is beautiful, she didn't think it was consistent with the existing surroundings and the existing neighborhoods. It doesn't really go with the environment there. If the traffic study was done, was it during COVID because she didn't think that Baldwin Rd. can handle the amount of traffic currently? People are going to need to walk because it is going to be so congested that they will not be able to go anywhere on the roads. There is a housing shortage, and she didn't disagree with developing it. She would just like to see the houses have more land so that people can be neighbors, and so they can have grass, and lawns, and just be neighborly and have the community experience. She would like the Township to please consider the commercial side of this and how much impact Baldwin Rd. already has down at Kohls and all the other commercial down the road. That is a lot of people, a lot more cars on the road down there, and it is already congested. The grocery store, she wanted to remind everyone what happened to the Neumaier's when Meijer and Kroger went up and then it went out of business, but they got run out of town with the big box stores and Costco. She would like the Planning Commission to keep it more consistent with what exists and not to build this great big development. They will have to build something, but just keep it consistent with what is there. Have the people have some property, because that is what makes Orion Township much wanted to be living here because it has the bigger lots, homes, and bigger community area, that is why she likes it here.

Ms. Sherry Law, of 3388 Gingell, said she represents the community that is on the north end where that pond is on the corner. She knew that they couldn't stop progress she wasn't there to ask that, she wasn't here to ask to build a wall between her community and this development. Her ask and hope is that the Planning Committee takes into consideration that there is a seamless transition between this development and their development so their development doesn't look like trash, and this looks pretty with all of the fountains. If they could take into consideration when they are tearing down that forest between their community and the development that they take into consideration and make that beautiful. She stated that they have 24 units, they are a small community, but they have three units that are on that tip of that "ladle", and they are going to be directly affected by those three-story apartment buildings. They ask that any dumpsters, parking, or lighting do not affect those buildings and residents.

Ms. Darcee Scavone, of 4571 Peppermill Ct., said they have lived in Lake Orion since 2012. Initially, they moved to Lake Orion in 1995 at 915 Lakewood Dr. They lived there for 10 years, moved to Miami for two years, and came back. They love this community; they love the tagline that Orion is where living is like a vacation. She didn't think that concrete and cars are her ideas of a vacation. That was a big reason that they did come back. One of the concerns she has with Baldwin Rd. is there is no light at Morgan. They have a standing joke at their house between November 1st and January 15th, they do not try to go south on Baldwin Rd. because they can not get out. It all backs up right there at Brown Rd. because of all the traffic from the shopping. If they are going to consider doing this, and she too is not in the way of progress, she understands there is going to be development, Great Lake Crossing is there, they have to be cognizant of the traffic consideration that is occurring right now. She is a walker, despite their best efforts with the crosswalks and the signs about pedestrian access, she was walking twice this week and almost got hit three times. People are driving entirely too fast up and down the road when they come up over the hill going south on Baldwin Rd. it goes to 45 MPH, they can't get out. If they add additional cars there, could they please consider putting a light on Morgan Rd. and more heavily policing that area, and writing some tickets so that they can be safe? Especially if they are expecting additional foot traffic because of this development. The other consideration she would ask them to think about is why do they need another car wash, there is a car wash just north of there, and there is one on Brown, why do they need another car wash? When they talk about having dining options, she is not a Chick-fil-A fan, that is not dining that is fast food. She wasn't sure that is what their community had in mind.

Mr. Mike Zotter, of 3955 Morgan Rd., said the increased traffic congestion, especially at Morgan and Baldwin Rd. traffic is coming at 45 MPH it is really hard to get out of there when it is Christmas season. It is basically going to be the Christmas season year-round now with an extra 465 residents, plus the Chick-fil-A and everything else they are going to put in there. He would think about another traffic light, he knew they had roundabouts but maybe a traffic light or reduced speed, so people are not going quite as fast. His other concern was about the construction and during construction, those big trucks are going to be coming down Morgan Rd. Right now, between Baldwin and going down Morgan and Rohr, those roads are pretty much shot, they are full of potholes. He asked if there is going to be construction vehicles going down there now. When it is done, what is the increased traffic, are they going to make road improvements between Baldwin and Clarkston? He has been in Lake Orion for 18 years, he loves their motto life is like a vacation, this is going the opposite direction in his opinion from that. They are going to tear down a bunch of trees and pave it and build a Chick-fil-A, that is not what he had in mind when he moved to Lake Orion.

Kirsten Barber, of 441 Newton Dr., stated she wanted to point out that Moceris has no fewer than four PUDs in the Orion area, three on the east side of the lake, one near the Home Depot on M24, and now they are adding this one; there is a lot going on. They made a comment about outdoor dining along Baldwin, she didn't want to sit out along Baldwin and see all of that traffic while she is having her dinner. That doesn't sound like an enjoyable experience for her personally and didn't see that as an asset. The grocery store that they are proposing, there are six within a very generous two-mile radius, and they are also wanting an allowance to have it 3x the size that the ordinance allows, so let's reconsider that, please. There are two car washes within that generous two-mile radius she didn't think a third was needed. Chick-fil-A fast food, she was not a fan, it would not entice her to come to the area, it actually might deter her from coming to the area because she didn't want to deal with the traffic. It is going to increase the traffic. The comment about the traffic study, was it done on a Tuesday, are traffic studies ever done on a Friday, Sunday, or Monday? The one they did for the Village development was done on a Thursday after school was let out so there was no school traffic taken into consideration for that development. At least this one was done during the school year. If she read those traffic studies correctly, it looks like there were some failing grades for the Judah roundabout, let's take that into consideration. She thought that she heard that there were four or five entries to this neighborhood along Baldwin in a half of a mile stretch that seemed like a whole lot of opportunities for accidents or problems. The expensive rentals 300 units is 600 people, 600 cars, assuming both drive, 160 townhouses, she is saying an average of three people that is almost another 500 people, two cars per townhouse that is another 320 cars. 16 duplexes will see an average of 3 or 4 people that is about 50 people another 100 cars, that is almost 1,200 people and 1,000 cars. That sound like a lot to her. She maybe missed it, but are there any true single-family homes, one home, one building on a lot for a single-family to live in not a duplex, not a townhouse, single-family homes? What she is hearing is let them do what they want, and they will send money your way for safety paths and a kayak launch at Camp Agawam, it sounds like a bribe to her. Not an, I will scratch your back if you scratch mine kind of thing, it is let us do what we want, and they will shove money your way to make them happy. Please do not allow the variances please restrict the size and scope of this. Please keep their green spaces, remember the disastrous flooding last fall. Is this development going to prevent that from happening again or is it going to contribute to more flooding?

Mr. Noah Stevens, of 3507 Pasadena, said his property actually borders this and the most northwestern part of that property. His property currently also borders the Cottages at Gregory, they raised that up quite a bit probably 6-8 feet and now he has flooding issues in his home, so he did appreciate this development being a little bit lower. It doesn't sound like he would have the same flooding issues. He did want to look at the number here because he did know that 465 units quoting at 9 units per acre but if they just look at just at the last meeting where Rigel Terrace was approved that was 101 units on 15.9-acres, that is 6.33 units per acre. Willow Creek apartments which were also approved on that night which was 104 units at 18.5 acres which are 5.6 units per acre. Even the properties that are bordering the Cottages which were just approved in 2019 that is 2.2 homes per acre. The Gregory Meadows just down the street that is 1.9 homes per acre, so it didn't seem that this was in line with what they are trying to aim for. He obviously does not want 20 units per acre at all. If he had to choose one or the other, they would obviously choose this one, but he is a little concerned about the schools, traffic, everything. He would like to see some sort

of Lake Orion Schools trying to see if they could accommodate one child per unit, could they accommodate an extra 500 students? Car wash, same thing, he sees Tommy's is down on Brown Rd., but they still have one less than ½ mile away from here. He would like to look at maybe lessening the unit population in this development.

Allycia Natavio, of 4526 Peppermill Lane, stated that she was also concerned with this development in the comparison of how dense this is compared to the current zoning of Suburban Farms and R-1. She thought it would negatively impact both the traffic and their neighborhoods quality. The single-family attached duplexes that are located adjacent to their neighborhood are also too dense in comparison to their current neighborhood that is zoned R-1. She asked if there was any consideration for possibly increasing the setback even 25 more feet. If there is a pool, a patio, or a deck installed on those duets, how does that impact, where does the measurement start from the patio or from the building itself? How many feet of existing tree line will be cleared, so how much is going to be gone from what they have currently? Regarding Chick-fil-A, she thought that the traffic flow area, and the queue area should be reevaluated even more closely. Backups on Baldwin are imminent, they will impact the traffic, they already regularly occur if they have ever been in that area on any weekend day, right exactly where that Chick-fil-A is going to be. It is a nightmare they can't get in and out of their neighborhood. Safety should be a concern the speed limit is 45 MPH coming down that hill on Baldwin people are going much faster than 45 routinely. Adding in additional stopping points is just going to be a potential problem for issues. She asked if there was any consideration to reducing the speed limit, can they add a traffic light, is there any opportunity for limiting the access to this area to that Judah roundabout as opposed to having all these different access points to the area? She wanted to commend the Township for the work that has been done to make the Baldwin corridor more inviting, walker, and biker friendly. With the addition of the safety paths, the roundabouts, the crosswalks, have definitely afforded her family the ability to enjoy their community without having to get into a car to drive someplace to be outside safely. She loves being able to step out of her front yard and go for a run for miles and feels pretty comfortable and safe doing that on these safety paths. She loved that her kids have gained independence to take their bikes to their friends in different neighborhoods, and get treats and they love that, and she loves that. They are telling her that four additional access points on Baldwin they are going to have to cross in order to go north on Baldwin. She has a hard time believing that without any additional safety measures they are not going to have more problems. It feels like four more intersections in that high-traffic volume and speed situation that need to be crossed will definitely impact their ability for them to enjoy the community that they have helped build.

Ms. Angie DeBrincat, of 4400 Peppermill Lane, said she used to live on a dead-end at Morgan Pines; it now connects to The Cottages at Gregory. The only time she has ever spoken at one of these meetings was in October of 2019 when she opposed the rezoning of the land north of her home which is now called The Cottages at Gregory Meadows. While her neighbors and surrounding residents were concerned about the increased traffic because of the potential road connection, she expressed her concerns about drainage. Fast forward 2.5 years and a whole lot of excavation and erosion, they are still in the process of rebuilding and replacing the contents of 90% of her walkout basement that was destroyed by a mudslide. Aside from the traumatic experience itself, which is on film, it has been made even more difficult with the pandemic and the recession. After that formal meeting in 2019, a few neighbors gathered and spoke to Supervisor Barnett about installing a gate at the end of Peppermill. He promised that he would fight for the gate but also explained that with their proximity to I-75 that it was only a matter of time before higher-density housing would be built in this area. She knew this meeting was to discuss the rezoning proposal, but she is not naïve and knows that this is 99% moving forward. She didn't expect her friends and neighbors to have any say in the development of this property, what she did hope was that the Township takes the necessary steps to protect its current residents from any property damage and devaluation. How fitting that it is raining today, she continues to have concerns about the drainage and runoffs from changing the landscape. She continues to worry about how the immense disruption of the land and continuous removal of trees will impact her property and that of her neighbors. She knew that the Township has adopted a new set of stormwater management and soil erosion and control ordinances but those mean nothing if they are not enforced. She hoped that moving forward the Township employees and the engineering firm and its employees will do their jobs and make sure that their homes are safe.

She hoped that in the extreme event that something catastrophic occurs, that the Township and the proposed developer will have the integrity to halt the development until any problems are resolved to the satisfaction of all parties. After listening to the proposal, she asked what residents were surveyed, because she hasn't heard anything from the residents around this area that is positive? She didn't think they needed another car wash, and Chick-fil-A is not that good. She asked how much will be put in to escrow for this development?

Ms. Erin Wolff, of 4453 Peppermill Lane, said her property is parallel to the wetlands. She has lived there for about 10 years now. She said yes, the traffic is a huge concern with this. She would actually like for them to keep it as Suburban Farms, the idea of Suburban Farms are houses on 2.5 acres. If that doesn't happen, traffic is her concern, and schools are a concern. Lake Orion did that redistricting a few years back. In their area, their kids' classrooms went from 21 to 33. You add all these other additional children, even the buses, the kids had to sit they are overfilled they had to sit on backpacks in the middle aisleway, it is not safe. Her huge concern is about the drainage. Those wetlands are protected and there are actually three wetlands from an older report. It states that wetland A drains into wetland B and drains into wetland C. Wetland A is the larger one, part of it is actually what they are planning to fill. When they put cement and buildings right there where is that water going to go, because they are also going to fill in wetlands B and C? It was done in November when the land was pretty frozen. Right now, their street, because of all of the drainage, when the trees were removed from the other development, it is literally a river going down their road. She wanted to videotape it, coming here, because the drainage is horrible. To her, with the wetlands, if they are going to fill in those other two and then partially that one, where is the water going to go? Into her yard? She knew that they were saying that it will go towards Morgan but when they have all this other development around there, that is her concern, especially seeing what happened to her neighbors' house. She knew it would get developed, but could they really even consider, if it does pass, making sure that those wetlands are preserved because that is part of the drainage system? Coming off of Morgan, trying to turn south, now that they even have to do the Michigan left to go north any time of day, she leaves for work at 6:30 in the morning there is traffic going south, and everyone is trying to get onto I-75 it is quite congested.

Mr. Don Hickmott, of 3731 Gregory Rd., stated he was curious how it was proposed to get into the car wash and Chick-fil-A. It looks like they get into about 1/3 of the way up of the development on Baldwin Rd. so they kind of filter through the development just to get to Chick-fil-A and then filter back through to get out. He thought it was a lot better than dumping everybody on Morgan Rd. He thought it was kind of a curious development.

Mr. Mocerri stated that this has been the politest audience that he has occurred in years. At the same time, their concerns are very legitimate, and he is listening. There was a concern at the north end of their proposal. They are going to flip that away from the property, they are listening, he just spoke with the engineer making sure that it is possible. That is lower than the property to the north, so they are going to move that further away, traffic circulation, and move that further away at Gingell Dr., that is the next step. This is for PUD qualification in the first step, but they will see that change, and he did confirm that it could be done.

Chairman Reynolds asked if the Planning Commission Secretary could read the tally of citizens' letters into the record. Chairman Reynolds stated that they had a number of comments made of natural features, traffic, what mitigation and measures for access, the concern of uses proposed, concern of buffers including measurements from any proposed patios, would tree lines being affective also a concern, any single-family units being proposed, concerns with drainage and flooding, any measures for decreased home values of the surrounding area, who is surveyed for the public input portions, what would be some of the escrow contributions, concerns with school capacity, and wetland mitigation measures, and concerns. Those were some of the main topics he pulling out of the discussion points from the public hearing.

Secretary St. Henry stated that they received four letters in regard to this development from a Chris Rinehart, on Morgan Rd. a Sharon Jasso on Peppermill Lane, Mathew Kiriluk, and Daniel Stern of Baldwin

Commons, LLC in Troy the developer of the Kohl's mall, and Julie Branton on Gingell Dr. All of them are opposed to the development. They were looking for a greater setback, concerned about the negative traffic impacts on the area, concerns about the supporting infrastructure, loss of woodland and wetlands, land erosion, and concerns about the types of businesses that would be going into the commercial portion of this development.

Trustee Flood said being a lifelong resident living here all of his life and seeing all of the changes in Gingellville along Baldwin Rd., the whole Township, it is too bad that they built I-75 because that is what changed all of northern Oakland County. They have known that this property would be developed someday, the locals refer to it as the Adler property. Originally it was the Muto property that is where they had the apple orchard. The Township rezoned all of that property back in the 1960's all along Baldwin when I-75 got built. That is why there are no more single-family homes along there, they all became commercial once they sold the property. The Gingell home, he thought was Dr. Dolecki's Chiropractor, Leach's is a business office now, there are only a couple of houses left there. His concerns are also with the residents, no one likes growth, but they have to be able to go with change and what is going to be best in that area. That is a congested area, especially with that traffic light at Panera at Baldwin Commons, and then they have the next traffic light at Brown Rd., then the I-75 exchange there. How they can ever figure that one out is beyond him. They knew for years that that property was going to be developed and they were waiting for Baldwin Rd. to be done, and Baldwin Rd. is done. He knew that there was going to be a future development across the road from that too, all those family homes were torn down. That was the Smoot's farmland right there. He was curious to see what they come up with regarding the eligibility and concept plan and their recommendation to them. He knew that they did their due diligence and take into consideration too what the residents are concerned about.

Treasurer Steele said she appreciates all the extra landscaping and felt that helped the beauty of the development. She has always been concerned about the density because that is a lot of people and commercial buildings right there in that spot, she knew they reduced that as well. She always appreciates when they are owned homes because she thought people have more invested when they own the property not just lease it. She did believe that the Mocerri developments have always been kept really nice which she appreciated and thought this will do this as well. The density is her biggest concern and thought that the look of some of those commercial buildings could be scrutinized a little bit better to maybe have a better outside design to make it look more like a community and walkable development than just the big boxes, the big boxes get tiring after a while. Her biggest concern was the impact and the density because she did understand there is a lot going on there, at Christmas time especially. She said it will be developed, it is their personal property to be able to develop it, she was just hoping that it could be satisfying to both the people that live there and the developer and she had confidence in this group.

Supervisor Barnett said there are many steps in this process this is the first of many. It is great to have the feedback, he echoed what he heard today. This is a tough position because usually, those that come here are not coming here because they are excited about something. That is typically what they see that is normal that is actually how he got involved. Someone was trying to build something in his backyard and 12 years ago he showed up to one of these meetings, and here he is now. This property has long been planned to be developed and be something similar to this. Frankly, their last Master Plan and the current Master Plan update kind of talk about this type of development. The overlay districts were designed to sort of attract kind of the population density to the main thoroughfares. We have three north south thoroughfares Lapeer, Joslyn, and Baldwin, with Baldwin being the second busiest. Then the road improvement project that was talked about and planned for 30 years plus finally was deployed and developed. Thanks to the Township Board and the great work on the Corridor Improvement Authority they were able to do some of those great improvements because if it was just up to the Road Commission it would have been a 40-million-dollar project with maybe one side of the road with sidewalks and no landscaping. They were able to do all of those things, but that road was designed for this type of density in mind for this development, which was part of the process with the Road Commission when the project was designed. He has been in this role for 10 years and they have been talking about this site for longer than he has been here. Really for the last 5 years he has been working with the family that owns the

property, and they have seen, he didn't know the number, but they have come into our office and met with them dozens and dozens of times. They sent them away lots and lots of times, and they heard about the original density. They are going to hear from our consultant to tell them, he understands what everyone thinks, what our ordinance outlines for these properties. Even as recent as a month or two ago when the plan was getting really formulated, he sat in lots of these meetings, and maybe it is not appropriate to say on TV, but it is not sexy or upscale enough, it is not fitting of our community. No disrespect to the folks here. They have dealt with a lot of proposed home builders for this project. Obviously, you are hearing from Mr. Mocerri and the Mocerri family tonight, the products they are seeing, and the architecture and the level of landscaping and other amenities are by far, far, and above what they have seen with the other people that have been working with these property owners over the last several years since he has been working with them. The evolution has gone, in his opinion, really well from where they had started to where they are now. As mentioned, it is private property, they have done a great job he thought, and worked really hard to add park amenities. They have two pocket parks on Baldwin one with a giant dragon on it. Another one just north of this site will hopefully be developed very soon. They want more green space as well. They can fill in wetlands, there is a process, they just heard about it from GM if they were listening. Some of the earlier site plans were filling in the wetlands. When the Mocerri family became involved, they said no, they want to make that a feature and amenity and protect that, which he thought was a real positive thing from what they had seen in previous iterations of the plan. The Township does do a community survey, and crazy as it sounds, consistently for the last 10 years more grocery options have been the number one thing that residents have asked for. He thinks this grocer will be a nice welcome addition to the community. The other thing that people ask for is about this one fast food restaurant. He thinks there are still things that need to be improved as well, he thought that this is the first step in quite a long process. This is really to look at the overall project not a lot of those fine details.

Supervisor Barnett added that they did get a grant through the SE Michigan Council of Governments in partnership with MDOT, the Road Commission for Oakland County, and Auburn Hills, to look at that whole traffic situation at Brown, the retail during high retail. It is his desire that they come up with a fix for that and they have some ideas that will really help that situation. They don't have the funding lined up, but he is chasing that, they are cognizant of that. A lot of the traffic stuff, he thought what one of the things that he was really skeptical about the development that happened in his old backyard, was he didn't believe any of the traffic counts. He did the exact same thing, he counted all the houses everybody has two cars. He actually sat in on the traffic study because he didn't believe it, he watched them count the cars. He did think that they did need to lean on the experts on that and listen to their advice. These consultants work for us, so the developers propose and bring their consultant team. He used to be in the construction business for 15 years before he had this job, the team they have assembled is literally some of the best, in the Midwest, not just in Michigan. He was confident in the team they have but will fact-check all of that and make sure that they agree.

Supervisor Barnett said there was a discussion about the gate and the cross access, the ordinance requires these connections. Peppermill didn't end in a "T" or a roundabout because it was always envisioned that it was going to connect. If they had attended those meetings, they know that the Fire Marshal was not happy about the fact that they were able to put a gate in. Obviously, it opens in emergencies, but it was really meant to just connect. He gets it because that is exactly the scenario that he lived in on Rocksbury Ct. He had a nice little basketball court and volleyball court that his kids could play in because it was a dead-end road, but it was meant to be connected to someplace in the future.

Supervisor Barnett stated that he was interested in hearing from these folks because he thought that they are willing to hear and actually try to do something. Cutting the density to Suburban Estates or Farms is not realistic. He has a regular standing meeting with the Superintendent of Schools, Ben Kerby, he and the school district are excited about the potential for more students, they have a plan. He can't get into that in detail, but he has talked to him because he had the same questions. Are they ready for more students? Do they have the capacity? Are the classrooms going to be overloaded? The answer is yes, they are ready, yes, they have the capacity, and no.³⁶ They will learn more about that from them, but this obviously is not going to happen overnight. He stated that there has been a really good dialog. They have

developers that come here and try to ram stuff through and don't care about what anyone says. He has been very skeptical and scrutinized these folks all through this process and they have been really good about taking the input that they have gotten from the Township team, from our consultants, from the people that sit in some of these pre-development meetings and trying to appease them.

Supervisor Barnett said those are his comments more to come. They are not leaving in a minute because they are not interested, they will be all watching this from their home, but this will be coming to the Township Board meeting soon more than once.

Chairman Reynolds closed the public hearing at 9:29 p.m.

Moved by Trustee Flood, seconded by Trustee Steele that the Board of Trustees adjourn their special meeting of the Township Board at 9:30 p.m. **Motion carried**

Respectfully submitted,

Debra Walton
PC/ZBA Recording Secretary
Charter Township of Orion

Planning Commission Approval Date



Charter Township of Orion

2323 Joslyn Rd., Lake Orion MI 48360
www.oriontownship.org

Planning & Zoning Department

Phone: (248) 391-0304, ext. 5000

TO: The Charter Township of Orion Planning Commission

FROM: Tammy Girling, Planning & Zoning Director

DATE: August 10, 2022

RE: PC-22-30, Waldon Reserve Wetland & Site Plan

As requested, I am providing suggested motions for the abovementioned project. Please feel free to modify the language. The verbiage below could substantially change based upon the Planning Commissions' findings of facts for the project. Any additional findings of facts should be added to the motion below.

Wetland Permit (Ordinance No. 107)

Motion 1: I move that the Planning Commission **approves/denies** the wetland permit for PC-22-30, Waldon Reserve, located at 625 Waldon Rd. (parcel 09-27-276-038) for plans date stamped received July 20, 2022. This **approval/denial** is based on the following findings of facts:

- a. The action or use **is not/is** likely to or **will not/will** pollute, impair, or destroy a Wetland (insert findings of facts).
- b. There **are no/are** feasible or prudent alternatives to the proposed action (insert findings of facts)
- c. The **approval is/is not** consistent with public interest, in light of the stated purposes of the ordinances (insert findings of facts).

If approved the approval is based on the following conditions:

Motion maker to insert any conditions.

Wetland Setback Waiver (Ord. No. 78, Section 27.17)

Motion 2: I move that the Planning Commission **approve/deny** a wetland setback waiver for PC-22-30, Waldon Reserve, located at 625 Waldon Rd. (parcel 09-27-276-038) for plans date stamped received July 20, 2022, based on the applicant **demonstrating/not demonstrating** the appropriateness of a lower setback and compliance with **one or more** of the following criteria: (motion maker insert findings of facts)

- a. Demonstrated habitat preservation
- b. Demonstrated water quality preservation
- c. Demonstrated storm water quality retention
- d. Existence of a legal lot of record

Site Plan (Ord. No. 78, Section 30.01)

Motion 3: I move that the Planning Commission grants site plan **approval** for PC-22-30, Waldon Reserve, located at 625 Waldon Rd. (parcel 09-27-276-038) for plans date

stamped received July 20, 2022 based on the following findings of facts (**motion make to insert findings of facts**).

This **approval** is based on the following conditions:

- Approval for a condominium development by the Board of Trustees as per Zoning Ordinance #78, Article 30.01,G,3,g
- Approval on the condominium documents by Township Engineer, Planner, and Attorney.
- (Motion maker to list any unresolved issues related to the Township Planner's review letter).
- (Motion maker to list any unresolved issues related to the Township Engineer's review letter).
- (Motion maker to list any unresolved issues related to the Fire Marshall's review letter)
- (Motion maker to list any additional conditions).

Or

I move that the Planning Commission **denies** site plan approval for PC-22-30, Waldon Reserve, located at 625 Waldon Rd. (parcel 09-27-276-038) for plans date stamped received July 20, 2022. This **denial** is based on the following reasons (insert findings of facts).

Or

I move that the Planning Commission **postpones** site plan approval for PC-22-30, Waldon Reserve, located at 625 Waldon Rd. (parcel 09-27-276-038) for plans date stamped received July 20, 2022 for the following reasons (motion maker to indicate outstanding items to be addressed from the Planner's, Fire Marshall's, or Engineer's review letter(s)).

RECEIVED

AUG 9 2022

giffels
webster

August 9, 2022

Orion Township Planning Commission
2525 Joslyn Road
Lake Orion, MI, 48360

Orion Township
Planning & Zoning

Site Plan Review no. 1

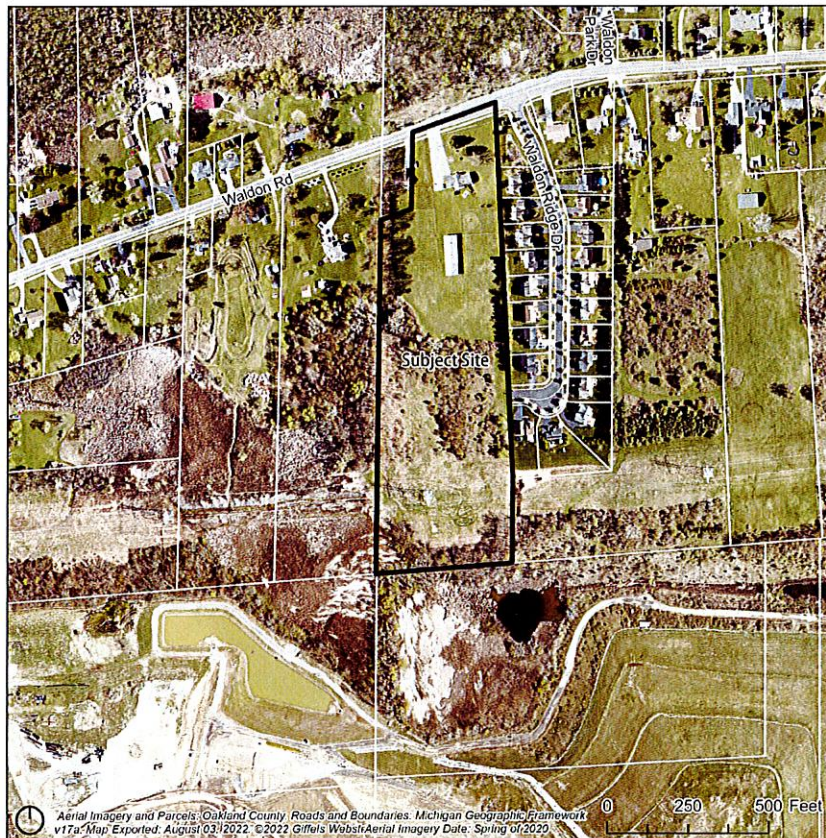
Waldon Reserve Site Condominium

Case Number: PC-22-30
Address: 625 Waldon Road
Parcel ID: 09-27-276-038
Area: 11.86 acres
Applicant: Waldon Reserve Dev., LLC

Plan Date: 7/21/2022
Zoning: R-2 Single-Family
Reviewer: Eric Pietsch
Rod Arroyo, AICP

Dear Planning Commission Members:

We have reviewed the above application and site plan, landscape plan, and tree survey and a summary of our findings is below. Items in **bold** require specific action by the Planning Commission. Items in *italics* can be addressed administratively.



SUMMARY

The site is located on the south side of Waldon Road, west of Lapeer and east of Giddings Roads. The 11.86-acre site consists of one parcel zoned R-2 Single-family Residential. Access to the proposed, detached, 18 units will be provided from a new internal public road. This new road will connect to Waldon Road and to an adjacent stub street (Waldon Ridge Court), which is part of Waldon Ridge Subdivision. Once complete, the street will form a loop and provide access to a total of 38 single-family, detached units. A new park is proposed along the south property line, which is an area that consists of utility easements and electric transmission lines (see aerial imagery). There are three wetland areas on the site and a detention basin is proposed at the northwest corner of the site along Waldon Road.

SUMMARY OF REVIEW

Revisions & Additional Information

All minimum requirements for site plan review and approval subject to Sec. 30.01, including:

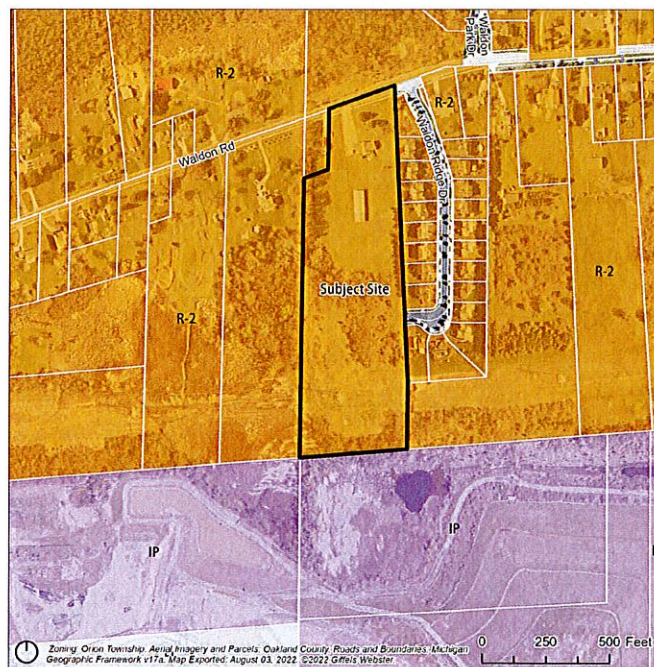
1. Several individual unit standards will require review at the time of individual building permit review.
2. Applicant needs to address method of irrigation proposed for common area, street right-of-way, and individual units.
3. Three landmark trees are being removed and shall be replaced (96 inches) even though they are in a development area. Landscape Plan shall reflect this change.

Waiver

1. The applicant requests a Planning Commission waiver to encroach within the 25' wetland buffer on Lot 15. See engineer's review of wetland quality for more information.

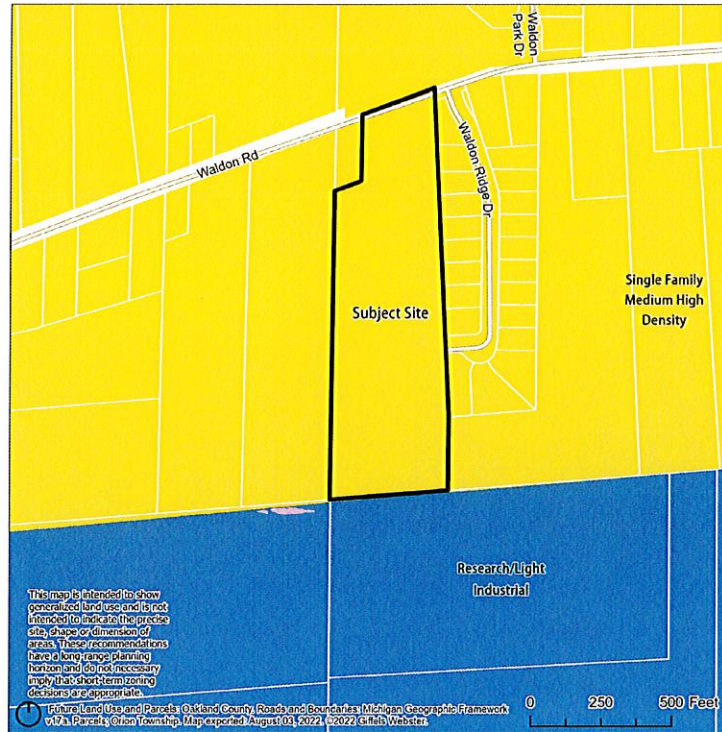
Existing Conditions

Zoning (R-2 Single-Family Residential)



Master Plan

Future Land Use (Single-Family Medium High Density)



30.01.G.2. Site Condominium and Condominium Project Regulations.

- a. Each condominium lot shall be located within a zoning district that permits the proposed use.
The R-2 district permits condominium developments.
- b. For the purposes of this Chapter, each condo. lot shall be considered equivalent to a single lot and shall comply with all regulations of the zoning dist. in which it is located (R-2), and the provisions of any other statutes, laws, ordinances, and/or regulations applicable to lots in subdivisions.
- c. In the case of a condominium containing single-family detached dwelling units, not more than 1 dwelling unit shall be located on a condominium lot, nor shall a dwelling unit be located on a condominium lot with any other principal structure or use. Required yards shall be measured from the boundaries of a condominium lot.
Each of the 18 proposed condominium lots will consist of 1 detached, single-family dwelling unit.
- d. Each condominium lot shall front on and have direct access to a public street, or a private street approved by the Planning Commission. An approved private street shall comply with the same standards for public subdivision streets as established and in accordance with the Charter Township of Orion engineering standards and Ordinance 60 (Land Division and Private Roads).
The proposed right-of-way is a 60-foot-wide public street which shall be reviewed for compliance by the Township Engineer.

- e. All condominium project plans shall conform to the plan preparation requirements, design, layout, and improvement standards, as established by the Township as contained within the Charter Township of Orion Subdivision Regulations, Ordinance 27.

30.01.G.3. Site Plan Approval Requirements. Approval of the site plan and approval of the site plan and condominium documents by the Planning Commission shall be required as a condition to the right to construct, expand, or convert a site condominium project. No permits for erosion control, building construction, grading, or installation of public water or sanitary sewerage facilities shall be issued for property in a site condominium development until a site plan has been approved by the Planning Commission and is in effect.

30.01.E. Application Data Requirements. The following data shall be included with, and as part of, the site plan submitted for review and approval:

2. Detailed Information. The following information shall be included on all site plans, where applicable:

b. Site data. Provided as required. *The proposed location of access drives and on-site driveways is typically reviewed with individual building plans.*

c. Building and structure details. *This information is typically reviewed at the time of individual building permitting.*

d. Information concerning utilities, drainage, and related matters. Provided, subject to engineering review, with one requested waiver:

- 8) Indication of applicability and compliance with requirements of Orion Township Wetlands Protection Ordinance No. 107.

The applicant requests a waiver from the Planning Commission to encroach within the 25' wetland buffer on Lot 15.

Zoning Ordinance Compliance Tables

6.04 Area and Bulk Requirements (R-2).

	R-1	R-2	R-3
Minimum Lot Area	14,000 sq. ft.	10,800 sq. ft.*	8,400 sq. ft.*
Minimum Width of Lot	100 ft.	80 ft.	70 ft.
Minimum Lot Setbacks (in feet)			
Front Yard**	40 ft.	35 ft.	30 ft.
Each Side Yard***	10 ft.	10 ft.	10 ft.
Rear Yard	35 ft.	35 ft.	35 ft.
Minimum Floor Area/Unit	1,320 sq. ft.	1,080 sq. ft.	960 sq. ft.
Maximum Lot Coverage	25%		
Total Maximum Floor Area of All Accessory Buildings	See Section 27.02, A, 8		
Height of Structures	30 ft.	30 ft.	30 ft.
<p>*In those instances where public sewers are not provided, a minimum lot area of 12,500 sq. ft. shall be provided. ** Where the front setbacks of two (2) or more principal structures in any block (in the case of platted properties) or within three hundred (300) feet (in the case of unplatted properties) in existence at the time of passage of this Ordinance, within the district zoned and on the same side of the street, are less than the minimum front setbacks required herein, then any building subsequently erected within said block (or three hundred (300) feet) shall not be less and not be greater than the average depth of the front setbacks of the existing structures. *** Where a garage door or opening faces a side lot line, said side lot setback shall be thirty (30) feet.</p>			

- 1) **Minimum Lot Area:** Area of units range in size from 10,823 square feet to 19,178 square feet.
 - 2) **Minimum Lot Width:** Unit widths range in size from 80.00 lineal feet to 120.59 lineal feet.
 - 3) **Minimum Lot Setbacks:** The site plan includes a Lot Typical diagram demonstrating setback compliance of all 18 units.
 - 4) **Maximum Lot Coverage:** Maximum lot coverage shall not to exceed 25% for each unit.
 - 5) **Maximum Floor Area of Attached Garages:** Plans shall identify the square footages of any accessory building (garage) on each unit.
 - 6) **Height of Structures:** Building height dimensions are required during site plan review.
4. **General Provisions.** The standards in the table below are a summary of the applicable Zoning Ordinance standards in Article XXVI; please refer to the individual sections referenced herein for the full Zoning Ordinance text.

General Provisions (Article 27)		
Section	Requirement	Comment
27.03 Yard Requirements	Minimum Lot Size	
	A. 10,800 square feet	See R-2 District table above. This standard is met.
	Projections into required yards	
	This will be reviewed when individual plot plans and building permits are submitted.	
27.04 Parking & Loading Regulations	Off-Street Parking	
	This will be reviewed when individual plot plans and building permits are submitted.	
27.05 Landscaping, Fences, & Walls	Landscaping	
	A. 3.A.iv. All landscaped areas shall have an underground irrigation system or shall be provided with a readily available and acceptable water supply with at least 1 hose bib within 100 ft. of all planted material to be maintained.	The Landscape Plans shall include information regarding method of irrigation for units, common areas, and right-of-way plantings.
	Entranceway Structures	
	G. 3. Site plan. Prior to issuance of a bldg. permit for any entranceway structure, a site plan shall be submitted to the PC for review and approval. The site plan shall include an elevation drawing and a cross-section of the proposed structure. The site plan shall show the relationship of the entranceway to the right-of-way of the intersecting roads and/or driveways.	This standard is met.
	Residential Fence & Wall Regulations	
	H. 3. Corner Clearance. No fences or walls shall be erected, established, or maintained on any corner	Refer to site plan & site plan diagrams.

		lot so as to obscure the view of drivers in vehicles approaching the intersection. All specifications concerning corner clearance as set forth in Section 27.03 shall be complied with.	<i>This standard appears to be met.</i>
27.06 Streets, Roads, & Other Means of Access	Public Streets Required.		
	A.	The front lot line of all single and 2-family residential lots shall abut onto a publicly dedicated street ROW or onto a private road or drive meeting the standards of Ordinance No. 60.	<i>This standard is met.</i>
	Safety Pathways		
	F.	1. Location and Width. Required pathways shall be 8 ft. in width and shall be located in the road right-of-way, with a setback of 1 ft. from the property line. The PC may modify this requirement in consideration for the location of utilities, existing landscaping, or other site improvements.	<i>This standard is met, subject to engineering review.</i>
27.12 Tree & Woodlands Protection	Tree Removal Permit Required		
		1. Requirements. A person shall not remove, transplant, destroy, or cause to be removed, transplanted, or destroyed, on any undeveloped land in the Twp., any protected tree (i.e., a tree having a d.b.h. of 4 in. or greater) w/o 1 st obtaining a Tree Removal Permit subject to the exceptions enumerated in Paragraph D below, "Exceptions".	<i>Refer to The Woodland Plan on Sheet L2 for a list and summary of all trees proposed to be removed.</i> <i>The applicant is responsible for obtaining a Tree Removal Permit.</i>
	C.	3e. Minimum Preservation Requirement. For parcels 5 acres or greater, the applicant shall preserve and leave standing & undamaged a minimum of 80% of the total number of protected trees on the lot having a d.b.h. of four 4 in. or greater. However, trees contained within the designated bldg. envelope, streets, drives, & parking areas, or within req. drainage or utility improvement areas and/or driveway and sidewalk areas, as determined by the Bldg. Official or designee, shall not be included in the calculation for determining the required minimum preservation percentage.	<i>37 regulated trees are identified to be removed. The Landscape Plan indicates all 37 trees are to be replaced. Three landmark trees are also being removed and shall be replaced (96 inches) even though they are in a development area.</i> Landscape Plan shall reflect this change.
27.14 Access Management	Traffic Impact Study		
	D.	The developer of any proposed development shall submit to the Township, at the time of site plan application, a Traffic Impact Study.	<i>See engineering review.</i>

Staff will be available to discuss this review at the next Planning Commission meeting.

Respectfully,
Giffels Webster



Rodney L. Arroyo, AICP
Partner



Eric Pietsch
Senior Planner

RECEIVED

August 9, 2022

Orion Township Planning Commission
2525 Joslyn Road
Lake Orion, MI, 48360

AUG 9 2022

Orion Township
Planning & Zoning

Condo Document Review no. 1

Waldon Reserve Site Condominium

Case Number: PC-22-30
Address: 625 Waldon Road
Parcel ID: 09-27-276-038
Area: 11.86 acres
Applicant: Waldon Reserve Dev., LLC

Plan Date: 7/21/2022
Zoning: R-2 Single-Family
Reviewer: Eric Pietsch
Rod Arroyo, AICP

Dear Planning Commission Members:

We have reviewed the above Master Deed, Exhibit B and Bylaws, and a summary of our findings is below. Items in **bold** require specific action by the Planning Commission. Items in *italics* can be addressed administratively.

OVERVIEW

The site is located on the south side of Waldon Road, west of Lapeer and east of Giddings Roads. The 11.86-acre site consists of one parcel zoned R-2 Single-family Residential. Access to the proposed, detached, 18 units will be provided from a new internal public road. This new road will connect to Waldon Road and to an adjacent stub street (Waldon Ridge Court), which is part of Waldon Ridge Subdivision. Once complete, the street will form a loop and provide access to a total of 38 single-family, detached units. A new park is proposed along the south property line. There are three wetland areas on the site and a detention basin is proposed at the northwest corner of the site along Waldon Road.

SUMMARY OF REVIEW

The draft condominium documents appear to be in substantial compliance with Township ordinances related to planning issues subject to the following:

1. The Condominium documents refer to the project as an 18-unit development. This is subject to site plan approval and resolution of the applicant's request for a Planning Commission waiver to encroach within the 25' wetland buffer on Lot 15.
2. Section 5.1. Draft should be modified to reflect plans prepared by Seiber Keast Lehner.
3. The Exhibit B, presented in draft form, is subject to revisions required to satisfy the conditions of approval by the Planning Commission.

Staff will be available to discuss this review at the next Planning Commission meeting.

Respectfully,
Giffels Webster



Rodney L. Arroyo, AICP
Partner



Eric Pietsch
Senior Planner

ARCHITECTS. ENGINEERS. PLANNERS.



August 5, 2022

Scott Reynolds
Planning Commission Chairperson
CHARTER TOWNSHIP OF ORION
2323 Joslyn Road
Lake Orion, MI 48360

RECEIVED
AUG 5 2022
Orion Township
Planning & Zoning

RE: Waldon Reserve Site Condominium– PC-2022-30
Wetland Review

Received: July 21, 2022 by Orion Township

Dear Mr. Reynolds:

We have completed the first review for the Waldon Reserve Wetland submittal. Wetlands on this site are shown on plans prepared by Seiber Keast Lehner Engineering. The EGLE/USACE Joint Permit Application was utilized for the township wetland permit application and was included in the submittal. The wetland inspection and permit application were completed by Barr Engineering. The application was reviewed with respect to the Township's Wetlands Protection Ordinance, No. 107.

EXISTING SITE CONDITIONS:

The proposed site is located on the south side of Waldon Rd. in the NE quadrant of Section 27 of the Charter Township of Orion. From our site visit on July 28, 2022, we were able to generally confirm the location of the wetlands as depicted on the plans and in the wetland report.

Wetland A – see below: Wetland A is recognized as the wetland in the southwest corner of the property (represented as 0.14 acres on site per wetland permit application). The Michigan Department of Environment, Great Lakes, and Energy (EGLE) mapping system locates Wetland A in concurrence with the submitted wetland permit application. The National Wetlands Inventory (NWI) map identifies Wetland A, although it is not shown on the map to be within the boundary of the site. The EGLE map identifies Wetland A as an Emergent Wetland with Hydric Soils. The Natural Resources Conservation Service (NRCS) Soil Survey map appears to identify Wetland A soils to be Houghton and Adrian Mucks (27). In our opinion Wetland A is an EGLE regulated wetland as it is contiguous with a larger wetland network and ultimately Lower Trout Lake. These wetlands are also regulated by the Township per Ordinance.

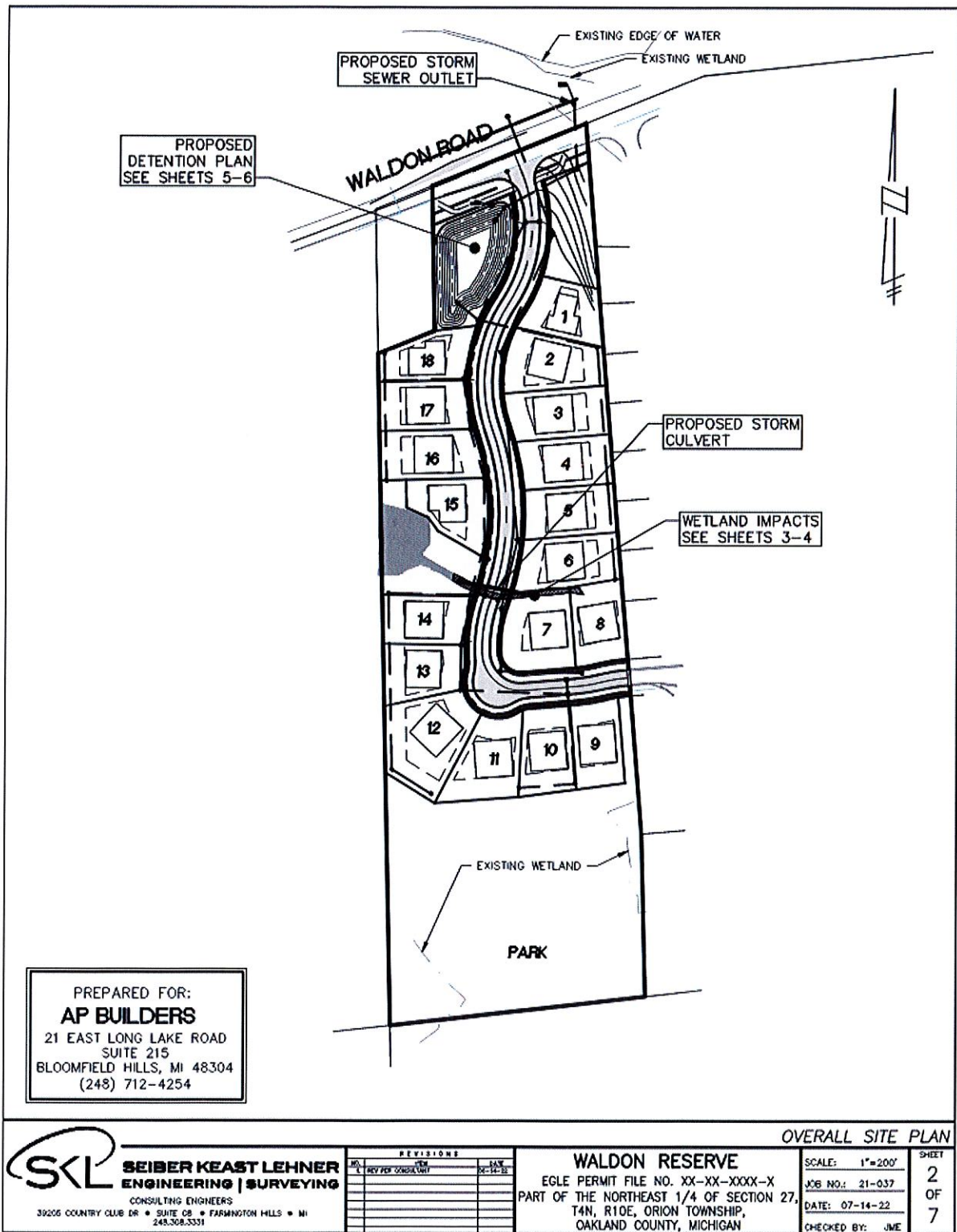
Wetland B – see below: Wetland B is located in the southeast corner of the parcel in the ITC corridor (represented as 0.07 acres on site per wetland permit application). This wetland does not appear to be included in either the NWI or EGLE mapping systems. NRCS Soil Survey Map appears to identify Wetland B soils as Fox Sandy Loam, Till Plain, 2 to 6 Percent Slopes (18B) and Fox Sandy Loam, Huron Lobe, 6 to 12 Percent Slopes (18C). According to NRCS, these are typically well drained soils. However, during the field visit we were able to confirm that the low area appears to be poorly drained and the vegetation differs from the surrounding upland area. These observations are consistent with Barr Engineering's soil and vegetation survey within this wetland. In our opinion, Wetland B is

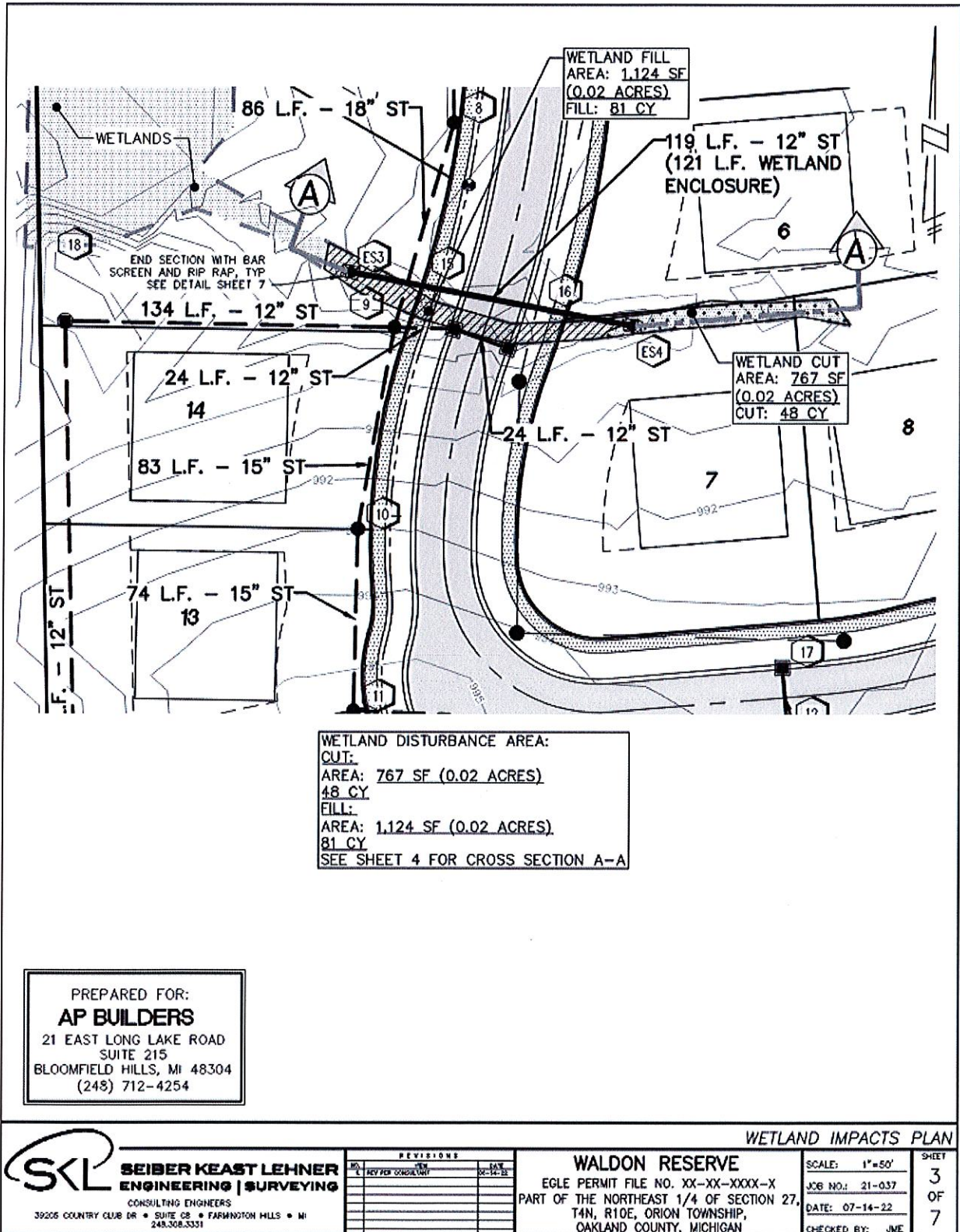
not regulated by EGLE. These wetlands are regulated by the Township per Ordinance as they provide flood and storm control via storage capacity of the wetlands.

Wetland C – see below: Wetland C is recognized as the wetland in the central portion of the property (represented as 0.23 acres on site per wetland permit application). This wetland does not appear to be included in either the NWI or EGLE mapping systems. NRCS Soil Survey Map appears to identify Wetland C soils as Matherson Sandy Loam, 0 to 3 Percent Slopes (54A). No standing water was present at the time of our visit. However, the soil was saturated and there were visual indicators that suggest the area floods frequently and possibly for much of the year. These observations are consistent with Barr Engineering's soil survey in this wetland. Based on the preapplication meeting letter from EGLE, it appears Wetland C is regulated by EGLE. These wetlands are also regulated by the Township per Ordinance as they provide flood and storm control via storage capacity of the wetlands.

Wetland D – see below: Wetland D is recognized as the wetland off site north of the property (size not quantified on plans per wetland permit application). Wetland D appears to be a large wetland on the north side of Waldon Rd. that is identified on both the NWI and EGLE mapping systems. The NWI map identifies Wetland D as Freshwater Forested/Shrub Wetland and describes it as: Palustrine, Forested, Broad-Leaved Deciduous, and Seasonally Flooded (PFO1C). The EGLE map identifies Wetland D as Forested and Lowland Hardwood Wetlands with hydric soils. The NRCS Soil Survey Map appears to identify Wetland D soils to be Houghton and Adrian Mucks (27) and Fox Sandy Loam, Till Plain, 2 to 6 Percent Slopes (18B). In our opinion, Wetland D is an EGLE regulated wetland as it is contiguous to a larger network of existing wetlands and ultimately Lower Trout Lake. These wetlands are also regulated by the Township per Ordinance.









Wetland A- Looking Southwest from upland forested area



Wetland B- Looking east



Wetland C- Looking North



Wetland D- Looking Northward, steep slope downward

IMPACT OF THE PROPOSED PROJECT ON THE WETLANDS:

Impact Area – Wetland A & B:

The applicant does not propose any impacts to Wetlands A or B since they are both outside the proposed disturbance limits on site.

Impact Area – Wetland C:

The applicant is proposing to install 119-ft of 12-inch wetland equalizer culvert underneath the proposed roadway to allow the western and eastern portions of Wetland C to remain connected. It is proposed to cut approximately 48-cyd of Wetland C to the east of the proposed roadway and to fill approximately 81-cyd of Wetland C underneath the roadway. The overall disruption of the wetland is approximately 1,891-sf, (0.04 acres).

Impact Area – Wetland D:

The applicant is proposing to create a new stormwater detention basin outlet that will cross under Waldon Rd. through an 18-inch pipe and outlet into Wetland D. No impacts are proposed, however the location of the outlet pipe may need to be adjusted during engineering to avoid scour at the existing retaining wall along the north side of Waldon Rd.

Proposed Mitigation:

No mitigation has been proposed for the project by the applicant.

Per the Ordinance, the wetland application shall not be approved unless the following exist:

1. The action or use is not likely to or will not pollute, impair, or destroy a wetland. *In our opinion, the proposed minor impacts to the overall wetlands will not have long term negative effect and therefore can be approved.*
2. There are no feasible or prudent alternatives to the proposed action. *In our opinion, the proposed land use is consistent with the zoning of the property and the proposed minor impacts are consistent with typical developments to provide the required road access, utility networks, and storm water management.*
3. The approval is consistent with public interest, in light of the stated purposes of this Ordinance. *Based on the above findings, it is our opinion the requirements of the Wetlands Protection Ordinance are being met. The applicant is providing the required storm water management facilities and impacting the least amount of wetland area possible given the location of the improvements.*

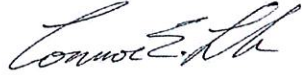
CONCLUSION:

In our opinion, the wetlands submittal for the Waldon Reserve Condominium project is in substantial compliance with the Township's Wetlands Protection Ordinance.

Please note the soil erosion and sediment control measures will be reviewed during the engineering review phase to ensure that the wetlands are protected from adjacent construction practices. Further measures such as multiple rows of silt fence, outlet filters, and vegetative buffers may be required as part of that review.

Please feel free to contact us with any questions at (248) 751-3114 or connor.lamb@ohm-advisors.com

Sincerely,
OHM Advisors



Connor Lamb
Engineer



Mark A. Landis, P.E.
Project Manager

cc: Chris Barnett, Township Supervisor
David Goodloe, Building Official
Jeff Stout, Director of Public Services
Tammy Girling, Director of Planning and Zoning
Lynn Harrison, Planning and Zoning Coordinator
Steve Perlman, AP Builders
Jeff King, Barr Engineering

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RECEIVED
AUG 8 2022
Orion Township
Planning & Zoning



August 8, 2022

Scott Reynolds, Planning Commission Chairperson
CHARTER TOWNSHIP OF ORION
2323 Joslyn Road
Lake Orion, MI 48360

RE: Waldon Reserve, PC-2021-037
Site Plan Review #1

Received: July 21, 2022, by Orion Township

Dear Mr. Reynolds:

We have completed our review of Waldon Reserve plan set. The plans were prepared by Seiber Keast Lehner, Inc. and were reviewed with respect to the Township's Zoning Ordinance, No. 78, Stormwater Management and Soil Erosion & Sedimentation Control Ordinance, No. 139, and the Township's Engineering Standards.

EXISTING SITE CONDITIONS:

The site is located along the south side of Waldon Road, west of M-24 and east of Giddings Rd. within Section 27 of the Charter Township of Orion. The site is zoned Single Family Residential (R-2) and bound by parcels to the north, east, and west of the property zoned Single Family Residential (R-2), and parcels to the south of the property zoned Industrial Park (IP).

The site is currently comprised of one parcel with the addresses of 625 Waldon Rd. It appears recent demolition of the one-story house, pole barn, asphalt driveway, wooden deck, fencing and existing retaining walls have taken place since the topographic survey was prepared.

The applicant is proposing to construct 18 site condominium units along a proposed, un-named public roadway with a 60 ft right-of-way. The proposed roadway is shown as a continuation of the existing Waldon Ridge Dr. and thereby creating a looped connection onto Waldon Rd. There is a proposed detention basin and a portion of proposed 121 linear feet of wetland enclosure.

WATER MAIN AND SANITARY SEWER:

There is an existing 16-inch water main along the south side of Waldon Rd. The applicant is proposing to construct a 12-inch water main extending from Waldon Rd and completing the loop at the end of Waldon Ridge Dr. to service the proposed residential units that will be located on the west side of the proposed public drive. The water main is proposed within a 12 ft wide exclusive easement.

There is an existing 24-inch sanitary sewer along the north side of Waldon Rd. The applicant proposes to extend 8-inch sanitary sewer to the site along the east side of the roadway. The sanitary sewer is proposed within a 20 ft wide



exclusive easement. The Township sanitary sewer system appears to have sufficient capacity to serve the proposed development.

As required, a separate 10 ft wide franchise utility easement has been provided running parallel to but not overlapping with the sanitary sewer easement.

STORMWATER MANAGEMENT:

The Topographic Survey for the site includes existing spot grades and one-foot contours on the plans. In general, it appears that the existing site drains toward the north, with the wetlands being the lowest spot. The existing wetlands are located nearly central to the residential parcels, just south of lots 6 and 15, these wetlands appear to drain to the west parcel line where an existing ditch is present. Surface water currently infiltrates at local low points within the site if it isn't carried through the ditch.

Preliminary detention calculations have been provided based on the recently adopted stormwater standards. The calculations generally appear acceptable but will be reviewed in more detail at engineering.

A pre-development and post-development drainage area map will be required at engineering. It appears that the drainage pattern is being maintained based on the information provided. The outlet/discharge point for the detention basin may need to be relocated as it currently appears proposed to outlet directly adjacent to an existing retaining wall on the north side of Waldon Rd.

PAVING/GRADING:

Pavement slopes are to remain between 1% and 6% for drive areas, and between 1% and 4% for parking areas.

Existing grades were provided via 1-foot contours and spot grades on the Topographic Survey for the site. Site access will remain along Waldon Rd. and there is also a proposed connection to the existing roadway of Waldon Ridge Dr.

The high point on site appears to be in the southern portion of the site at an elevation of roughly 997. The wetland area appears to be at an elevation of 985 and appears to be the lowest point on site. Geotechnical investigation information has not been provided within this submittal but shall be used determine whether infiltration is feasible for the site. If infiltration is not feasible, this shall be specified on the plans.

Proposed grades were provided via 1-foot contours and some spot grades for the site. The applicant appears to be proposing maximum slopes of 1:3 to meet existing grades at the site border. The proposed grades were provided via finish floor grades, rim grades, and some centerline grades throughout the road. It appears there are no retaining walls proposed on the site.

TRAFFIC & CIRCULATION:

Proposed access to the development includes one (1) newly proposed two-way entrance and connection to the existing roadway of Waldon Ridge Dr. The existing roadway has one (1) two-way entrance from Waldon Rd.; therefore, residents will have access through two (2) two-way entrances once construction is completed. All work within the Waldon Rd. right-of-way will require permit approval from the RCOC.

The proposed public roadway appears to be 27-foot-wide back of curb to back of curb meeting RCOC's standards. The pavement cross section proposed is 4 inches of HMA over 8 inches of aggregate meeting Township standards. A cross section for the safety path was provided but will need to be modified at engineering to meet Township



standards. The drive aisles appear to be sufficient for the Orion Township Fire Truck. The applicant shall overlay a turning template at the next submittal for the Orion Township Fire Apparatus.

Internal 5-ft wide sidewalks appear to be provided along both sides of the proposed roadway. The applicant is also proposing an 8-foot-wide pathway along the frontage of the site.

Sign locations are not included and will be required, these will include stop signs, pedestrian signs, speed limits signs, etc.

LANDSCAPING:

A Landscape Plan was submitted with the site plan. The applicant shall ensure that tree locations will not impact utilities, retaining walls, or any other site features. The proposed utility easements are underlain on the Landscape Plan, and it appears trees are within the easements. Trees appear to be proposed are far from utilities as possible.

NATURAL FEATURES:

Wetlands:

There are existing wetlands on-site for which the applicant has applied for a permit from both EGLE and the Township for minor impacts. Our review of the application is provided under separate cover.

Woodlands:

A tree survey, with table indicating tree characteristics and removal intentions is included in the plan set. Landmark trees have been identified but are missing from the replacement calculations. We defer to the planner for further review.

MASTER DEED:

A draft copy of the Master Deed and Condominium Bylaws have been provided to this office for review. The Master Deed will need to be revised to clarify storm sewer and detention systems will be privately owned and maintained by the HOA. In addition, the HOA will be responsible for the water and sewer leads beyond the main. We defer further review of the Master Deed and Bylaws to the Township Attorney.

CONCLUSION:

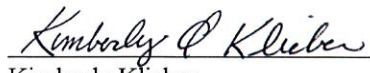
In our opinion, the site plan as submitted is in substantial compliance with the Township's ordinances and engineering standards. We ask that any approval include the following:

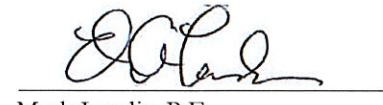
1. The engineering plan, designed in accordance with Zoning Ordinance No. 78, Stormwater Management and Soil Erosion & Sedimentation Control Ordinance No. 139, and the Township's Engineering Standards shall be submitted to the Township for review and approval prior to construction. A detailed cost estimate for the improvements shall be submitted with the plans signed and sealed by the design engineer.



The applicant should note the Township may require performance bonds, fees, and/or escrows for a preconstruction meeting and necessary inspections. Please feel free to contact us with any questions at (248) 751-3100 or mark.landis@ohm-advisors.com.

Sincerely,
OHM Advisors


Kimberly Klieber
Project Engineer


Mark Landis, P.E.
Project Manager

cc: Chris Barnett, Township Supervisor
David Goodloe, Building Official
Jeff Stout, Director of Public Services
Tammy Girling, Director of Planning and Zoning
Lynn Harrison, Planning and Zoning Coordinator
Jeff Williams, Township Fire Marshal
Bill Basigkow, Water and Sewer Superintendent
Steve Perlman, AP Builders
Jason Emerine, PE, Seiber Keast Lehner, Inc.
File

P:\0101_0125\SITE_OrionTwp\2022\0121221141 Waldon Reserve\MUNI\Site\1st Review\WaldonReserveAP_Rev1.docx



Charter Township of Orion

3365 Gregory Rd., Lake Orion MI 48359
www.oriontownship.org

Fire Department

Phone: (248) 391-0304, ext. 2000
Fax: (248) 309-6993

RECEIVED

AUG 4 2022

Orion Township
Planning & Zoning

To: Planning Commission/Planning & Zoning Director
From: Jeff Williams, Fire Marshal
Re: PC-2022-30 Waldon Reserve Site Condominium Wetland and Site Plan
Date: 8/4/2022

The Orion Township Fire Department has completed its review of Application PC-2022-30 for the limited purpose of compliance with Charter Township of Orion Ordinance's, Michigan Building Code, and all applicable Fire Codes.

Based upon the application and documentation provided, the Fire Department has the following recommendation:

☒ Approved
☐ Approved with Comments (See below)
☐ Not approved

Comments: None

This approval is limited to the application and materials reviewed which at this time do not raise a specific concern with regard to location and/or impact on health and safety. However, the approval is conditioned upon the applicant providing sufficient additional information at time of building permit application that includes data or documents, confirming full compliance with all applicable building codes, fire codes and Township Ordinances.

If there are any questions, the Fire Department may be reached at 248-391-0304 ext. 2004.

Sincerely,

Jeffrey Williams

Jeff Williams, Fire Marshal
Orion Township Fire Department



Charter Township of Orion

2323 Joslyn • Lake Orion, Michigan 48360 • (248) 391-0304

To: Tammy Girling
Planning & Zoning Director

RECEIVED

From: Jeffery T. Stout
Director, Department of Public Services

AUG 4 2022

Orion Township
Planning & Zoning

Date: August 4, 2022

Re: PC-22-30 Waldon Reserve Site Condominium Wetland and Site Plan

Dear Tammy,

The Department of Public Services has reviewed the above-mentioned project. We have ample capacity to meet the needs of this expansion.

If you have any questions, please contact me.

Respectfully Submitted,

Jeffery T. Stout
Director
Department of Public Services



WRC

WATER RESOURCES COMMISSIONER

Jim Nash

July 29, 2022

Lynn Harrison
Orion Township
Planning & Zoning
2323 Joslyn Road
Lake Orion, MI 48360

RECEIVED

JUL 29 2022

Orion Township
Planning & Zoning

Reference: **Waldon Reserve - CAMS #202200632**
Part of the NE ¼ of Section 27, Orion Township

Dear Ms. Harrison,

This office has received one set of plans for the Waldon Reserve Project to be developed in the Northeast ¼ of Section 27, Orion Township.

Our stormwater system review indicates that the proposed project has no direct involvement with any legally established County Drain under the jurisdiction of this office. Therefore, a storm drainage permit will not be required from this office.

The water system is operated and maintained by Orion Township and plans must be submitted to Orion Township for review.

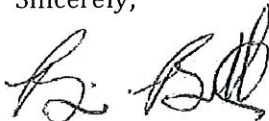
The sanitary sewer is within the Clinton-Oakland Sewage Disposal System. Any proposed sewers of 8" or larger may require a permit through this office.

Please note that all applicable permits and approvals from federal, state or local authorities, public utilities and private property owners must be obtained.

Any related earth disruption must conform to applicable requirements of Part 91, Soil Erosion and Sedimentation Control of the Natural Resource and Environmental Protection Act, Act 451 of the Public Acts of 1994. An application should be made to Orion Township for the required soil erosion permit.

If there are any questions regarding this matter, please contact Dan Butkus at 248-897-2744.

Sincerely,



Brian Bennett, P.E.
Civil Engineer III



A site walk on the Waldon Reserve was conducted on July 27, 2022. The property is located on the south side of Waldon Road between Lapeer Road and Giddings Road. It is vacant with the exception of one single family home in the frontage.

The property is immediately west of the Waldon Ridge subdivision which consists of 20 detached single-family homes. The Waldon Ridge Drive dead ends at the southern portion of the property and would appear to line up with the proposed new road.

Waldon Road is comprised of predominately single-family homes on large parcels.

Respectfully submitted

Donald Gross, Planning commissioner

Donald Gross, Planning Commissioner
Charter Township of Orion
2323 Joslyn Rd., Lake Orion MI 48360
dgross@oriontownship.org
<http://www.oriontownship.org>

RECEIVED
JUL 27 2022
Orion Township
Planning & Zoning



Charter Township of Orion
Planning & Zoning Department
2323 Joslyn Rd., Lake Orion MI 48360
P: (248) 391-0304 ext. 5000



Case # _____
Meeting Date _____

Charter Township of Orion Planning Commission Site Plan Approval Application

30.1 , A. Intent: The site plan review procedures and standards are intended to provide an opportunity for consultation and cooperation between the applicant and the Planning Commission so as to achieve maximum utilization of land with minimum adverse effects on adjoining property. Furthermore, it is the intent of these procedures and standards to allow for review of site plans by the Planning Commission, to provide a consistent and uniform method of review, and to ensure full compliance with the standards contained within Zoning Ordinance 78, and other applicable local ordinances and State and Federal laws.

Project Name: Waldon Reserve Site Condominium

Name of Development if applicable: Waldon Reserve

Applicant	Name: <u>Waldon Reserve Development, LLC</u>
	Address: <u>21 East Long Lake Rd, Suite 215</u> City: <u>Bloomfield Hills</u> State: <u>MI</u> Zip: <u>48304</u>
	Phone: <u>248-742-7311</u> Cell: _____ Fax: <u>N/A</u>
	Email: <u>sperlman@apbuilders.com</u>
*Property Owner(s)	Name: <u>Waldon Reserve Development, LLC</u>
	Address: <u>21 East Long Lake Rd, Suite 215</u> City: <u>Bloomfield Hills</u> State: <u>MI</u> Zip: <u>48304</u>
	Phone: <u>248-742-7311</u> Cell: _____ Fax: <u>N/A</u>
	Email: <u>sperlman@apbuilders.com</u>
* If the name on the deed does not match the name of the property owner on this application, documentation showing the individual is the same as the company name must be provided.	
Plan Preparer Firm/Person	Name: <u>Seiber Keast Lehner, Inc., Jason Emerine, PE</u>
	Address: <u>39205 Country Club Dr, Suite C8</u> City: <u>Farmington Hills</u> State: <u>MI</u> Zip: <u>48331</u>
	Phone: <u>248-308-3331</u> Cell: <u>312-371-9398</u> Fax: <u>N/A</u>
	Email: <u>jasone@skl-eng.com</u>
Project Contact Person	Name: <u>Seiber Keast Lehner, Inc., Jason Emerine, PE</u>
	Address: <u>39205 Country Club Dr, Suite C8</u> City: <u>Farmington Hills</u> State: <u>MI</u> Zip: <u>48331</u>
	Phone: <u>248-308-3331</u> Cell: <u>312-371-9398</u> Fax: <u>N/A</u>
	Email: <u>jasoneskl-eng.com</u>

Property Description	Sidwell Number(s): <u>09-27-276-038</u>								
	Location or Address of Property: <u>625 Waldon Road, Orion Township, MI 48359</u>								
	Side of Street: <u>South</u> Nearest Intersection: <u>Waldon Road & Giddings Road</u>								
	Acreage: <u>11.86</u> Current Use of Property: <u>Single Family Residential</u>								
Project Information	Is the complete legal description printed on the site plan? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (if no please attach to the application)								
	Subject Property Zoning: <u>R-2 (10,800 SF)</u> Adjacent Zoning: N. <u>N/A</u> S. <u>1P</u> E. <u>R-2</u> W. <u>R-2</u>								
	List any known variances needed (subject to change based on Township consultant's review) _____ <u>Applicant request a variance to encroach within the 25' wetland buffer on lot 15.</u>								
	Give a detailed description of the proposed development, including the number and size of the buildings or units being proposed _____ <u>Eighteen (18) unit site condominium meeting the existing R-2 zoning (10,800 min SF lots).</u>								
Submittal to Outside Agencies	Pursuant to Zoning Ordinance 78, Section 30.01 C. a copy of this application and two copies of the site plan must be submitted to the each of the following agencies. <u>Please provide the Township with a copy of each transmittal as proof of delivery.</u>								
	<table border="0"> <tr> <td>AT&T 54 Mill St. Pontiac, MI 48342</td> <td>Consumers Power Company 530 W. Willow St. Lansing, MI 48906</td> </tr> <tr> <td>DTE Energy Co. ATTENTION: NW Planning & Design 1970 Orchard Lake Rd. Sylvan Lake, MI 48320</td> <td>Oakland County Health Department Building 34 East 1200 N. Telegraph Rd. Pontiac, MI 48341</td> </tr> <tr> <td>Michigan Department of Transportation (if applicable) 800 Vanguard Dr. Pontiac, MI 48341</td> <td>Road Commission of Oakland County (if applicable) ssintkowski@rcoc.org (electronic submittal only)</td> </tr> <tr> <td>Oakland County Water Resources To Be Submitted by the Township</td> <td></td> </tr> </table>	AT&T 54 Mill St. Pontiac, MI 48342	Consumers Power Company 530 W. Willow St. Lansing, MI 48906	DTE Energy Co. ATTENTION: NW Planning & Design 1970 Orchard Lake Rd. Sylvan Lake, MI 48320	Oakland County Health Department Building 34 East 1200 N. Telegraph Rd. Pontiac, MI 48341	Michigan Department of Transportation (if applicable) 800 Vanguard Dr. Pontiac, MI 48341	Road Commission of Oakland County (if applicable) ssintkowski@rcoc.org (electronic submittal only)	Oakland County Water Resources To Be Submitted by the Township	
	AT&T 54 Mill St. Pontiac, MI 48342	Consumers Power Company 530 W. Willow St. Lansing, MI 48906							
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	Michigan Department of Transportation (if applicable) 800 Vanguard Dr. Pontiac, MI 48341	Road Commission of Oakland County (if applicable) ssintkowski@rcoc.org (electronic submittal only)							
Oakland County Water Resources To Be Submitted by the Township									

I/We, the undersigned, do hereby submit this application for Site Plan Approval, pursuant to the provisions of the Charter Township of Orion Zoning Ordinance; No. 78, Section 30.01, and applicable ordinance requirements. In support of this request the above facts are provided. I hereby certify that the information provided is accurate and the application that has been provided is complete.

Signature of Applicant: _____

(must be original ink signature)

Date: 7/14/2022

Print Name: Steve Perlman

I, the property owner, hereby give permission to the applicant listed above to act as my agent in submitting applications, correspondence and to represent me at all meetings. I also grant permission to the Planning Commission members to visit the property, without prior notification, as is deemed necessary.

Signature of Owner (if the deed of ownership does not show an individual, ie is a corporation, partnership, etc., documentation must be provided showing the individual signing this application has signing rights for the entity): _____

(must be original ink signature)

Date: 7/14/2022

Print Name: Steve Perlman



Charter Township of Orion

Planning & Zoning Department

2323 Joslyn Rd., Lake Orion MI 48360

P: (248) 391-0304 ext. 5002

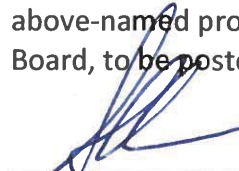
Project Name Waldon Reserve

PC# _____ Parcel#(s) 09-27-276-038

Please select an option below:

☐ **Permission to Post on Web Site**

By signing below as applicant and on behalf of my consultants, we agree to allow the plans for the above-named project, in which approval is being sought by the Planning Commission and/or Township Board, to be posted on the Township website.



Signature of Applicant

Steve Perlman

Printed Name of Applicant

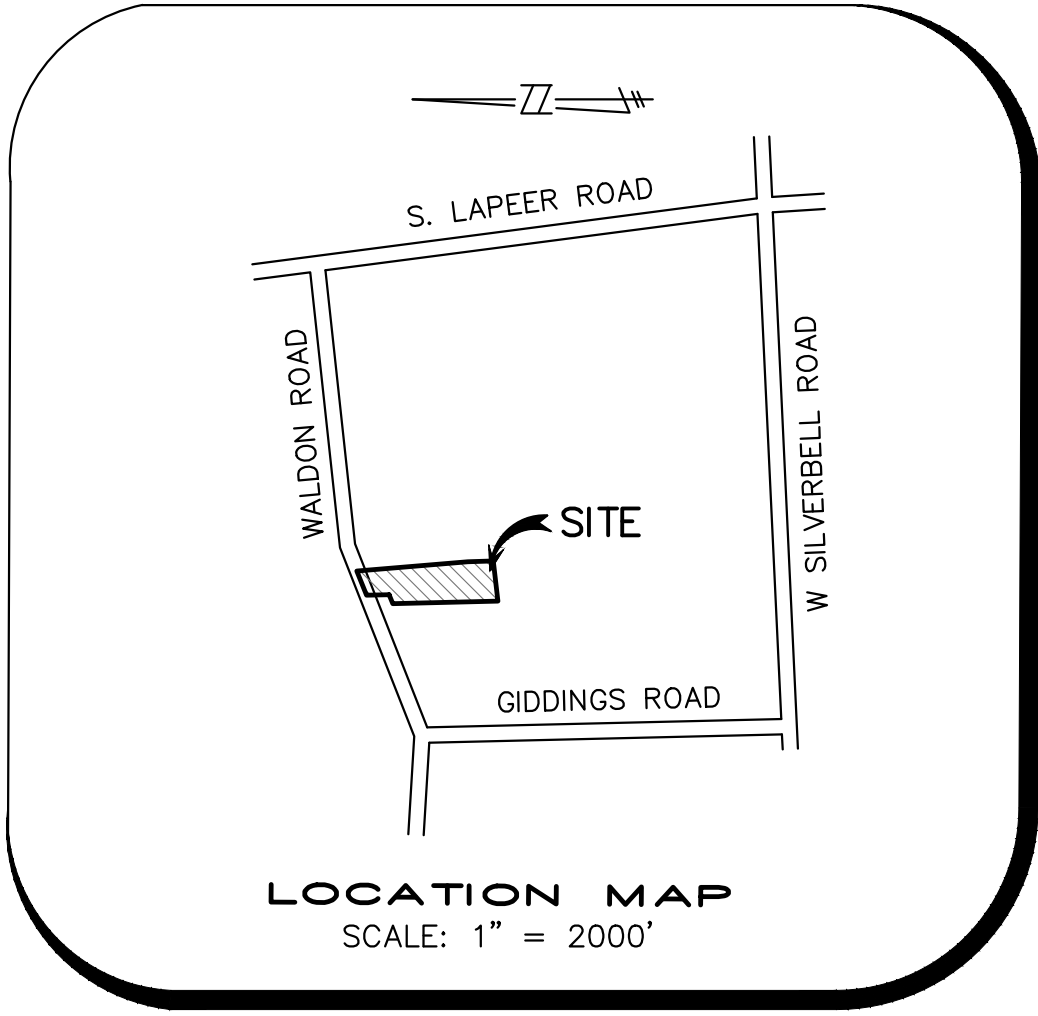
7/14/2022

Date

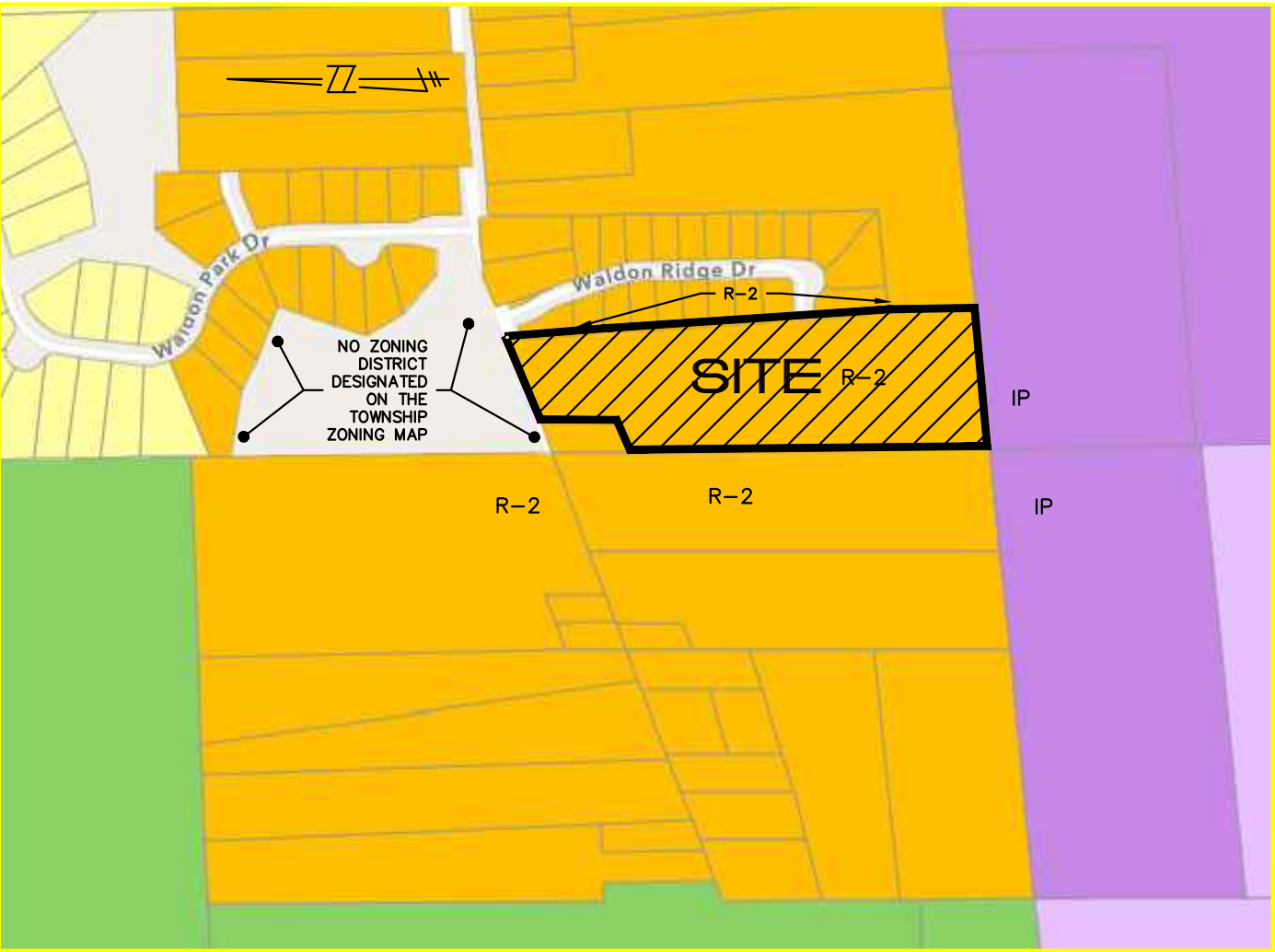
☐ **Do not want plans posted on Web Site**

PRELIMINARY SITE PLANS FOR
WALDON RESERVE
PART OF THE NORTHEAST 1/4 OF SECTION 27,
TOWN 4 NORTH, RANGE 10 EAST, ORION TOWNSHIP,
OAKLAND COUNTY, MICHIGAN

PREPARED FOR:
AP BUILDERS
21 EAST LONG LAKE ROAD
SUITE 215
BLOOMFIELD HILLS, MI 48304
(248) 712-4254



- Suburban Farms
- Suburban Estates
- Suburban Ranch
- Single-Family Residential (14,000 sq. ft.)
- Single-Family Residential (10,600 sq. ft.) (R-2)
- Single-Family Residential (8,400 sq. ft.)
- Multiple Family Residential
- Mobile Home Park
- Office & Professional
- Restricted Business
- General Business
- Limited Industrial
- Industrial Park (IP)
- Industrial Complex
- Railroad Freight Yard
- Special Purpose 1
- Special Purpose 2
- Planned Unit Development
- Recreation 1
- Recreation 2
- Brown Road Innovation Zone
- Special Circumstances (Call Township)



ZONING MAP

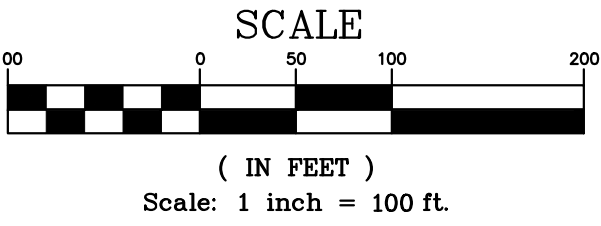
SHEET INDEX

ENGINEERING PLANS:

1. COVER SHEET
2. ALTA/NSPS LAND TITLE SURVEY WITH TOPO
3. OVERALL SITE PLAN
4. GRADING PLAN
5. STORM WATER MANAGEMENT PLAN

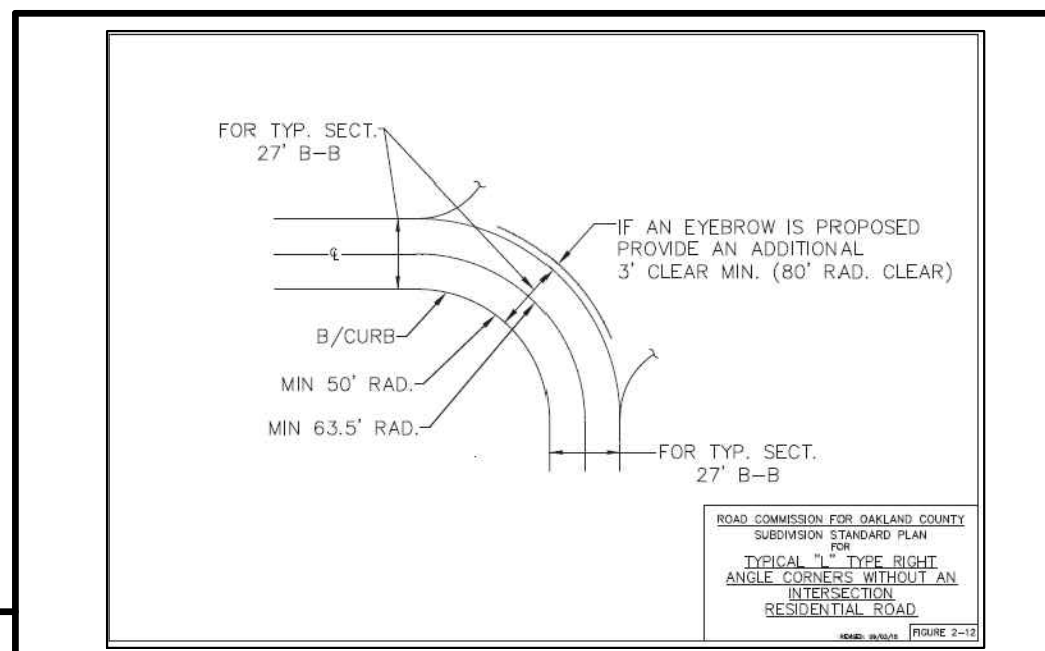
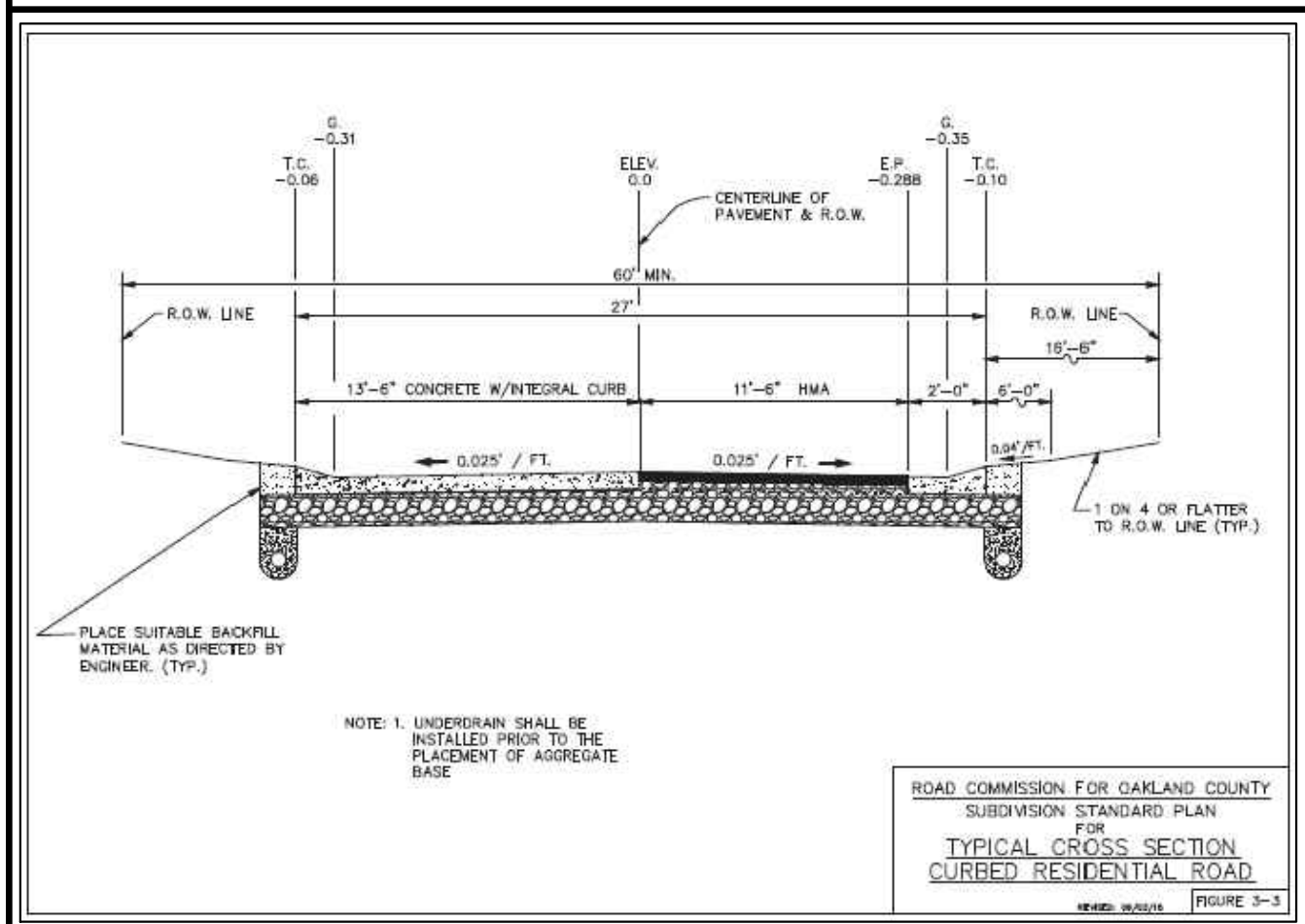
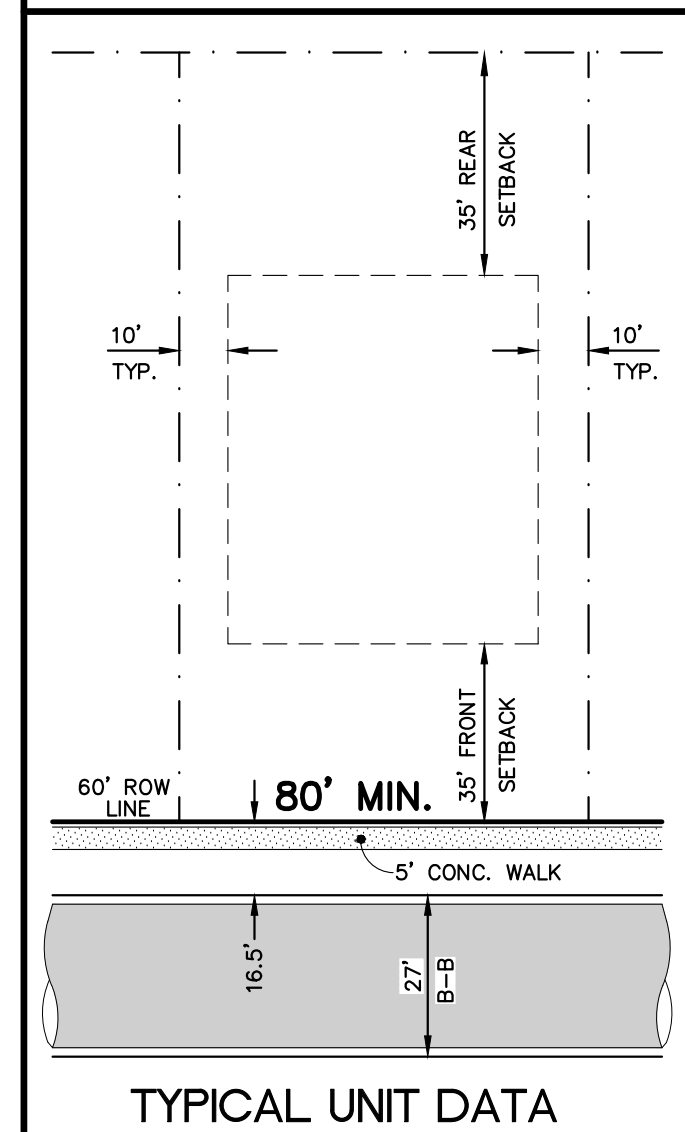
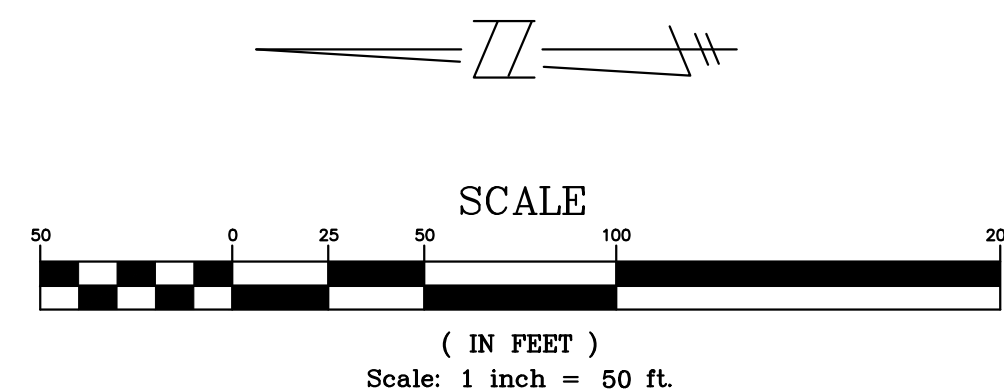
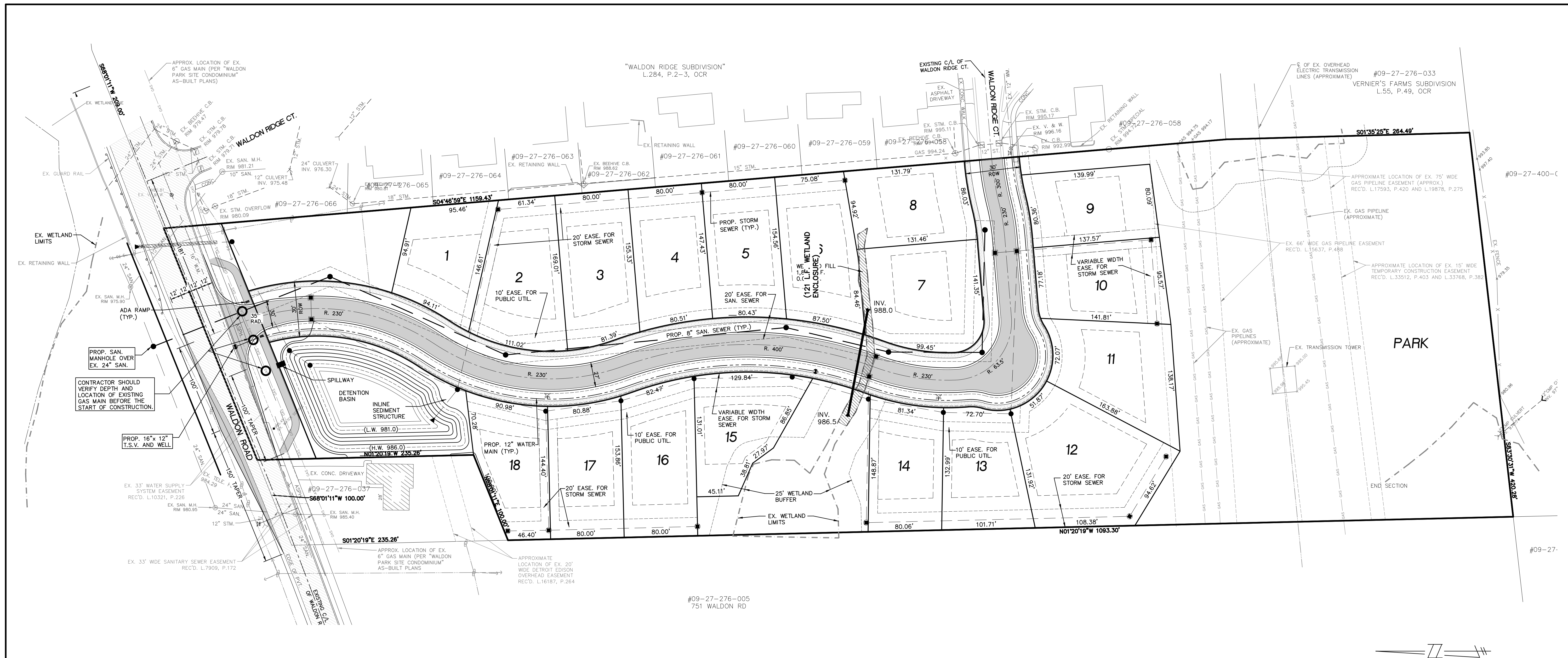
LANDSCAPE PLANS:

- L-1 LANDSCAPE PLAN
- L-2 WOODLAND PLAN
- L-3 LANDSCAPE DETAILS



SKL SEIBER KEAST LEHNER
ENGINEERING | SURVEYING
CLINTON TOWNSHIP OFFICE
17001 NINETEEN MILE ROAD, SUITE 3
CLINTON TOWNSHIP, MI 48038
586.412.7050
FARMINGTON HILLS OFFICE
39205 COUNTRY CLUB DRIVE, SUITE C8
FARMINGTON HILLS, MI 48331
248.308.3331

R E V I S I O N S			ENGINEER'S SEAL
NO.	ITEM	DATE	
	PSP SUBMISSION	7-14-2022	
DATE: 07-14-22			DESIGNED BY: A.A.
CHECKED BY: R.E.			JOB NUMBER: 21-037
			DRAWING FILE: 1-21037 SP-CV.dwg



ITEMS NOT APPLICABLE FROM:

SECTION 30.01—SITE PLAN REVIEW PROCEDURES AND STANDARDS

E. APPLICATION DATA REQUIREMENTS:

2. DETAILED INFORMATION:

b. SITE DATA:

6) THERE ARE NO ACCESS DRIVES PROPOSED. DRIVEWAYS LOCATION WILL BE DETERMINED DURING THE PLOT PLAN STAGE.

11) TRANSFORMER PAD LOCATIONS WILL BE DETERMINED BY DTE DURING CONSTRUCTION.

14) THERE ARE NO LOADING/UNLOADING AREAS PROPOSED.

15) THERE ARE NO PARKING CALCULATIONS REQUIRED.

20) DESIGNATION OF FIRE LANES ARE NOT REQUIRED IN A SINGLE FAMILY DEVELOPMENT WITH PUBLIC ROADS.

c. BUILDING AND STRUCTURE DETAILS: BUILDING AND STRUCTURE DETAILS HAVE NOT YET BEEN DEVELOPED. THEY CAN BE SUPPLIED AT A LATER DATE, IF REQUIRED.

d. INFORMATION CONCERNING UTILITIES, DRAINAGE AND RELATED MATTERS:

9) THERE ARE NO IMPACTS FROM PROCESSING, MOVEMENTS OF HAZARDOUS MATERIALS OR CHEMICALS.

e. INFORMATION PERTINENT TO MULTIPLE FAMILY RESIDENTIAL DEVELOPMENT: THE SITE IS NOT A MULTIPLE FAMILY DEVELOPMENT.

SITE SUMMARY	
EXISTING ZONING: R-2	
PROP. LAND USE: SINGLE FAMILY RESIDENTIAL	
GROSS SITE AREA = 11.80 Ac.	
60' R.O.W. AREA = 0.38 Ac.	
NET SITE AREA = 11.42 Ac.	
PER ORION TWP. ZONING REQUIREMENTS	
MIN. UNIT SIZE	= 10,800 S.F.
MIN. UNIT WIDTH	= 80 FT.
MIN. FRONT SETBACK	= 35 FT.
MIN. SIDE SETBACK	= 10 AND 10 FT.
MIN. REAR SETBACK	= 35 FT.
NO. OF UNITS PROPOSED = 18	
LEGEND	
EXISTING	PROPOSED
PAVEMENT (ASPHALT)	PAVEMENT (ASPHALT)
SIDE WALK (CONCRETE)	SIDE WALK (CONCRETE)
CONC. CURB & GUTTER	CONC. CURB & GUTTER
STORM SEWER	STORM SEWER
SANITARY SEWER	SANITARY SEWER
WATER MAIN	WATER MAIN
MANHOLE	MANHOLE
CATCH BASIN	CATCH BASIN
END SECTION	END SECTION
GATE VALVE	GATE VALVE
HYDRANT	HYDRANT

UNIT AREA TABLE		
UNIT #	AREA (SF)	WIDTH (LF)
1	10,823	93.56
2	13,774	98.96
3	13,096	81.27
4	12,010	80.33
5	11,979	80.27
6	13,379	86.48
7	14,518	120.59
8	11,246	85.93
9	11,020	80.24
10	12,022	82.54
11	13,987	82.64
12	19,178	80.00
13	11,393	80.00
14	11,103	80.78
15	11,840	110.05
16	13,196	82.55
17	11,762	80.43
18	10,854	86.08

PROPOSED IMPROVEMENTS

1. DOMESTIC WATER SUPPLY SHALL BE PROVIDED BY CONNECTING TO AN EXISTING 12" WATER MAIN ALONG WALDON ROAD AND LOOPING TO AN EXISTING 12" WATER MAIN ALONG WALDON RIDGE CT.

2. MUNIOPAL SEWER TO BE PROVIDED BY CONNECTING TO A PROPOSED MANHOLE TO BE CONSTRUCTED AT EXISTING 24" SANITARY SEWER LOCATED ON THE WEST SIDE OF WALDON ROAD.

3. STORM WATER SHALL BE CONVEYED BY A STORM SEWER SYSTEM TO WATER DETENTION BASIN AS SHOWN. STORAGE AND DISCHARGE SHALL CONFORM TO ORION TOWNSHIP STANDARDS.

4. ELECTRIC POWER, TELEPHONE, GAS AND CABLE TELEVISION LINES SHALL BE LOCATED UNDERGROUND IN THE FRONT YARD AREAS.

5. A 5' WD. CONCRETE SIDEWALK SHALL BE PLACED ALONG BOTH SIDES OF INTERIOR STREETS AS SHOWN ON THE PLANS. ALSO AN 8' WD. ASPHALT PATH SHALL BE PLACED ALONG THE PROPERTY FRONTAGE OF WALDON ROAD.

6. ALL INTERNAL STREET RIGHTS-OF-WAY SHALL BE 60 FEET WD. AND SHALL BE DEDICATED TO THE ROAD COMMISSION FOR OAKLAND COUNTY.

7. ALL WATER MAINS, SANITARY SEWERS AND STORM SEWERS SHALL CONFORM TO ORION TOWNSHIP ENGINEERING STANDARDS.

8. SOIL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL CONFORM TO THE DESIGN STANDARDS OF, AND BE PERMITTED BY ORION TWP.

9. THE OPEN DISCHARGE OF SUMP LEADS TO ROAD RIGHTS-OF-WAY SHALL NOT BE PERMITTED.

10. ALL WORK WITHIN WALDON ROAD RIGHT-OF-WAY REQUIRES A PERMIT FROM THE ROAD COMMISSION FOR OAKLAND COUNTY. THE APPROACH, TURNING RADI AND PASSING LANES SHALL CONFORM TO THE CURRENT STANDARDS THE ROAD COMMISSION FOR OAKLAND COUNTY.

11. TRASH WILL BE PICKED UP CURBSIDE. TRASH RECEPTACLES WILL BE KEPT INSIDE RESIDENTIAL GARAGES.

WALDON RESERVE

PART OF THE NORTHEAST 1/4 OF SECTION 27, TOWN 4 NORTH, RANGE 10 EAST, ORION TOWNSHIP, OAKLAND COUNTY, MICHIGAN

REVISIONS

NO.	ITEM	DATE
1.	PSP SUBMISSION	7-14-2022

UTILITY WARNING

UNDERGROUND UTILITY LOCATIONS AS SHOWN ON THE PLAN, WERE OBTAINED FROM UTILITY OWNER AND NOT FIELD LOCATED.

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

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF AND/OR RELOCATION OF ALL UTILITIES THAT MAY INTERFERE WITH CONSTRUCTION.

DATE: 07-14-22

DESIGNED BY: A.A.

CHECKED BY: J.E.

JOB NUMBER: 21-037

DWG. FILE: 4-21037 SP-OA.dwg

OVERALL SITE PLAN

SEIBER KEAST LEHNER

ENGINEERING & SURVEYING

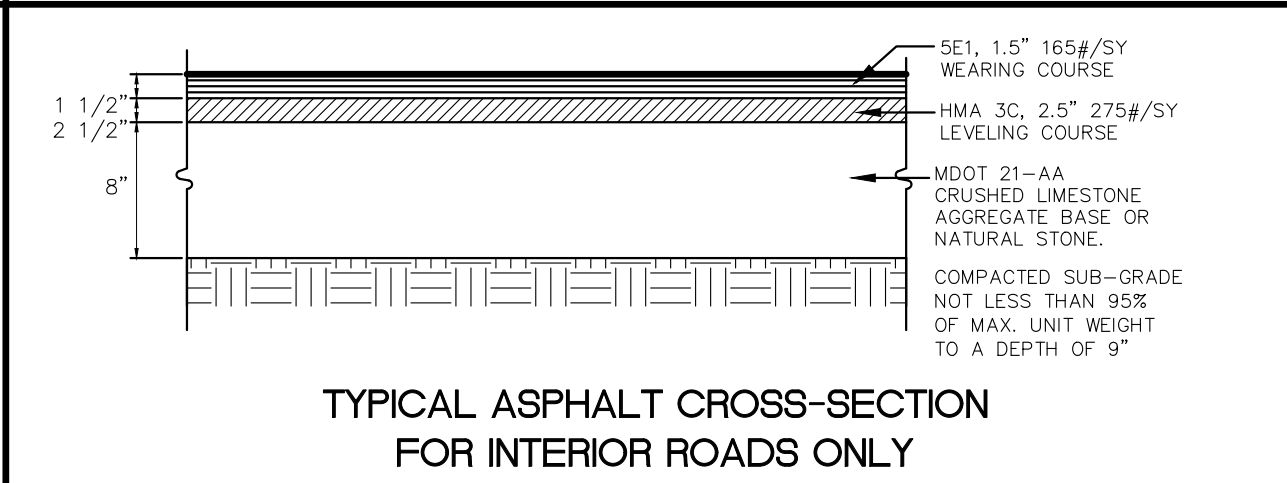
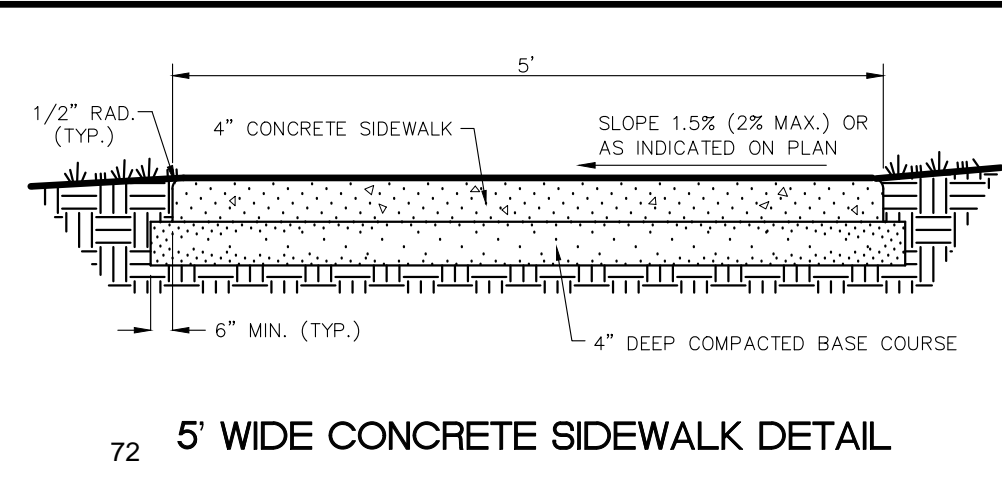
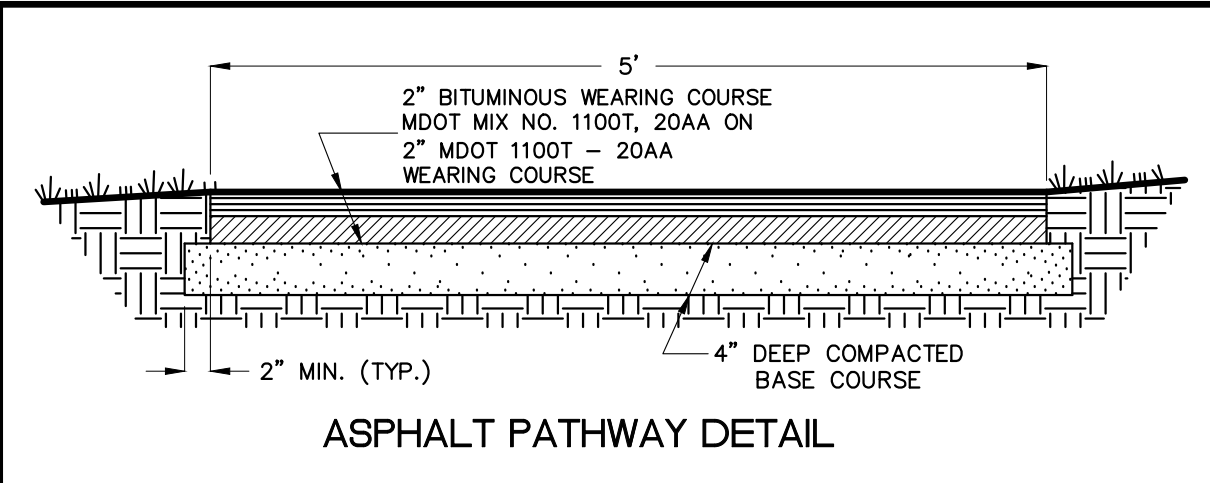
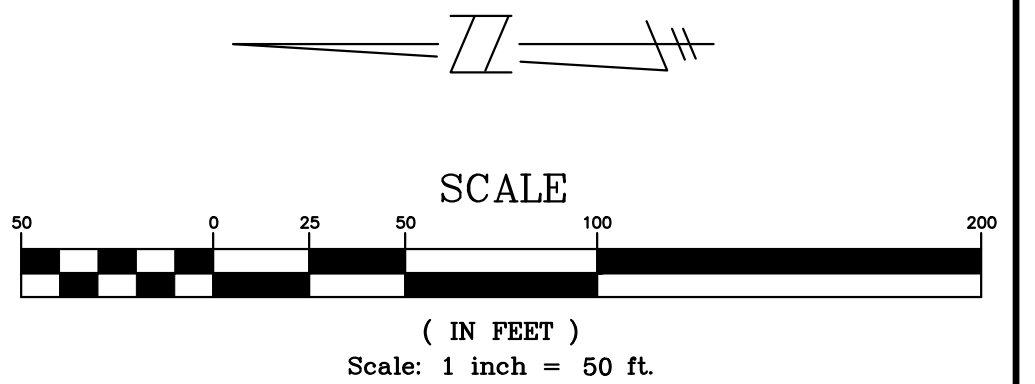
39205 COUNTRY CLUB DRIVE, SUITE C8

FARMINGTON HILLS, MI 48331

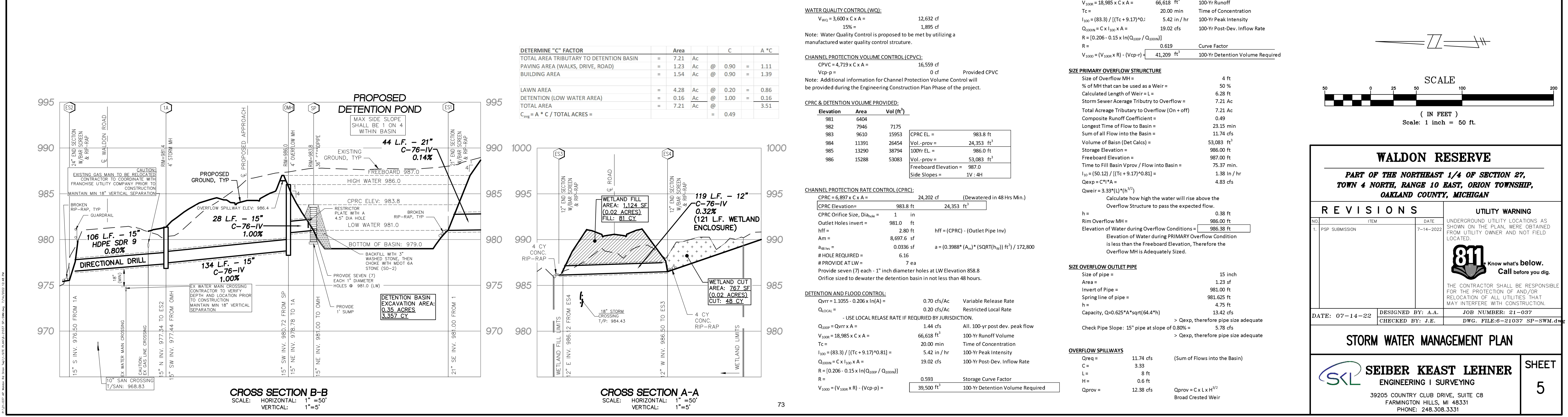
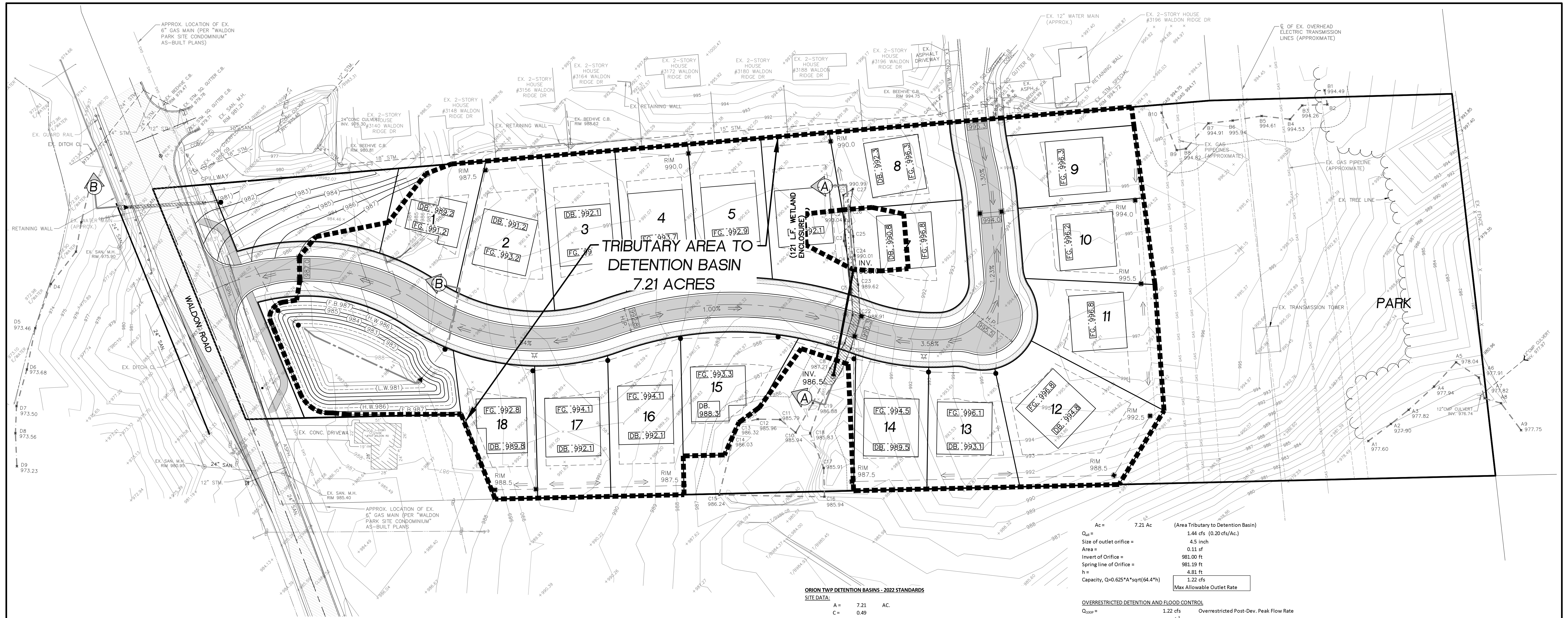
PHONE: 248.308.3331

SHEET

3

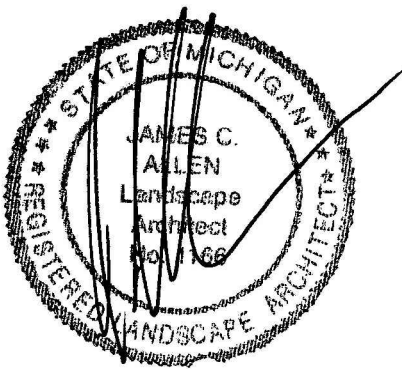


<div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: center;"> </div> <div style="text-align: center;"> <h2 style="margin: 0;">SEIBER KEAST LEHNER</h2> <h3 style="margin: 0;">ENGINEERING SURVEYING</h3> </div> <div style="text-align: center;"> <div style="border: 1px solid black; padding: 5px; width: 60px; margin: 0 auto;">4</div> </div> </div>		
<h1 style="margin: 0;">WALDON RESERVE</h1>		
<p>PART OF THE NORTHEAST 1/4 OF SECTION 27, TOWN 4 NORTH, RANGE 10 EAST, ORION TOWNSHIP, OAKLAND COUNTY, MICHIGAN</p>		
<h2 style="margin: 0;">R E V I S I O N S</h2>		
NO.	ITEM	DATE
1.	PSP SUBMISSION	7-14-2022
<div style="display: flex; align-items: center;"> <div> <p>Know what's below. Call before you dig.</p> <p>THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF AND/OR RELOCATION OF ALL UTILITIES THAT MAY INTERFERE WITH CONSTRUCTION.</p> </div> </div>		<p>UTILITY WARNING</p> <p>UNDERGROUND UTILITY LOCATIONS AS SHOWN ON THE PLAN, WERE OBTAINED FROM UTILITY OWNER AND NOT FIELD LOCATED.</p>
DATE: 7-14-22	DESIGNED BY: A.A. CHECKED BY: J.E.	JOB NUMBER: 21-037 DWG. FILE:5-21037 SP-GR.dwg
<h2 style="margin: 0;">GRADING PLAN</h2>		
<p>39205 COUNTRY CLUB DRIVE, SUITE C8 FARMINGTON HILLS, MI 48331 PHONE: 248.308.3331</p>		<h2 style="margin: 0;">SHEET</h2>





Seal:



Title:

Woodland Plan

Project:

Waldon Reserve
Orion Township, Michigan

Prepared for:

AP Builders
21 East Long Lake, Suite 215
Bloomfield Hills, Michigan 48304

Revision:

Submission

Issued:

July 14, 2022

Job Number:

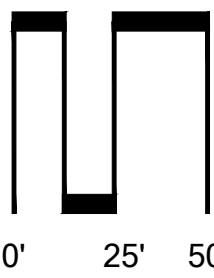
22-052

Drawn By:

jca

Checked By:

jca



Sheet No.



L-2

Not for Construction



Tree List

Tag	Scientific Name	Common Name	DBH	Condition	Landmark	Status	Regulated Replacements	Landmark DBH Replacement
10001	Silver Maple	Acer saccharinum	20	Good	Utility	0		
10002	Blue Spruce	Picea pungens 'Colorado'	24	Good	Street	0		
10003	Blue Spruce	Picea pungens 'Colorado'	24	Good	Utility	0		
10004	American Elm	Ulmus americana	21	Good	Utility	0		
10005	Box Elder	Acer negundo	9	Good	Utility	0		
10006	Box Elder	Acer negundo	8	Good	Utility	0		
10007	American Elm	Ulmus americana	9	Good	Utility	0		
10008	Black Cherry	Prunus serotina	19	Good	Utility	0		
10009	American Elm	Ulmus americana	6	Good	Remove	1		
10010	Shagbark Hickory	Carya ovata	8	Good	Utility	0		
10011	Sugar Maple	Acer saccharum	16	Good	Utility	0		
10012	Black Cherry	Prunus serotina	5	Good	Utility	0		
10013	Sugar Maple	Acer saccharum	13	Good	Utility	0		
10014	Black Cherry	Prunus serotina	42	Good	X	Utility	0	0
10015	Sugar Maple	Acer saccharum	11	Good	Utility	0		
10016	Black Cherry	Prunus serotina	27	Good	X	Utility	0	0
10017	Pin Cherry	Prunus pensylvanica	9	Good	Utility	0		
10018	Black Cherry	Prunus serotina	4	Good	Utility	0		
10019	American Elm	Ulmus americana	15	Good	Utility	0		
10020	Red Oak	Quercus rubra	8	Good	Utility	0		
10021	Black Cherry	Prunus serotina	7	Good	Utility	0		
10022	Red Oak	Quercus rubra	7	Good	Utility	0		
10023	Box Elder	Acer negundo	5	Good	Remove	1		
10024	Red Oak	Quercus rubra	10	Good	Utility	0		
10025	Black Cherry	Prunus serotina	27	Good	X	Utility	0	0
10026	Black Cherry	Prunus serotina	15	Good	Utility	0		
10027	Silver Maple	Acer saccharinum	16	Good	Utility	0		
10028	American Elm	Ulmus americana	5	Good	Remove	1		
10029	American Elm	Ulmus americana	11	Good	Save			
10030	Red Oak	Quercus rubra	11	Good	Save			
10031	Shagbark Hickory	Carya ovata	5	Good	Save			
10032	Black Cherry	Prunus serotina	19	Good	Save			
10033	White Oak	Quercus alba	12	Good	Save			
10034	Box Elder	Acer negundo	5	Good	Save			
10035	Box Elder	Acer negundo	6	Good	Save			
10036	American Elm	Ulmus americana	24	Good	Save			
10037	Box Elder	Acer negundo	5	Good	Save			
10038	Black Cherry	Prunus serotina	10	Good	Save			
10039	Black Cherry	Prunus serotina	10	Good	Save			
10040	Black Walnut	Juglans nigra	6	Good	Save			
10041	Box Elder	Acer negundo	5	Good	Save			
10042	Black Cherry	Prunus serotina	10	Good	Save			
10043	Sugar Maple	Acer saccharum	6	Good	Save			
10044	Black Cherry	Prunus serotina	5	Good	Save			
10045	White Oak	Quercus alba	9	Good	Remove	1		
10046	Black Cherry	Prunus serotina	15	Good	Remove	1		
10047	Eastern Cottonwood	Populus deltoides	24	Good	Remove	1		
10050	Black Cherry	Prunus serotina	12	Good	Sidewalk	0		
10052	Eastern Cottonwood	Populus deltoides	20	Good	Utility	0		
10053	Eastern Cottonwood	Populus deltoides	24	Good	Street	0		
10054	Eastern Cottonwood	Populus deltoides	12	Good	Street	0		
10055	Box Elder	Acer negundo	10	Good	Street	0		
10057	Black Walnut	Juglans nigra	16	Good	Utility	0		

Tag	Scientific Name	Common Name	DBH	Condition	Landmark	Status	Regulated Replacements	Landmark DBH Replacement
10058	Box Elder	Acer negundo	5	Good	Remove	1		
10059	Box Elder	Acer negundo	6	Good	Utility	0		
10060	Black Cherry	Prunus serotina	9	Good	Remove	1		
10061	Black Cherry	Prunus serotina	7	Good	Remove	1		
10062	Black Cherry	Prunus serotina	10	Good	Remove	1		
10063	Black Cherry	Prunus serotina	10	Good	Remove	1		
10064	Mulberry	Morus alba	5	Good	Remove	1		
10065	Box Elder	Acer negundo	5	Good	Remove	1		
10066	Box Elder	Acer negundo	5	Good	Remove	1		
10067	American Elm	Ulmus americana	6,6	Good	Remove	1		
10068	Box Elder	Acer negundo	6	Good	Remove	1		
10069	American Elm	Ulmus americana	5	Good	Remove	1		
10071	Black Cherry	Prunus serotina	18	Good	Remove	1		
10072	Box Elder	Acer negundo	6	Good	Utility	0		
10073	Box Elder	Acer negundo	12	Good	Sidewalk	0		
10074	Black Cherry	Prunus serotina	8	Good	Utility	0		
10075	Eastern Cottonwood	Populus deltoides	6,6	Good	Utility	0		
10076	Eastern Cottonwood	Populus deltoides	8	Good	Street	0		
10077	Eastern Cottonwood	Populus deltoides	12	Good	Street	0		
10078	Eastern Cottonwood	Populus deltoides	12	Good	Street	0		
10079	White Oak	Quercus alba	8	Good	Utility	0		
10080	Black Cherry	Prunus serotina	14	Good	Utility	0		
10081	White Oak	Quercus alba	8	Good	Utility	0		
10082	Black Cherry	Prunus serotina	5	Good	Remove	1		
10083	Black Cherry	Prunus serotina	5	Good	Remove	1		
10084	Eastern Cottonwood	Populus deltoides	6	Good	Utility	0		
10085	Eastern Cottonwood	Populus deltoides	12	Good	Utility	0		
10086	Black Cherry	Prunus serotina	6	Good	Save			
10087	American Elm	Ulmus americana	4	Good	Save			
10088	Black Cherry	Prunus serotina	6	Good	Save			
10089	Pin Oak	Quercus palustris	6	Good	Save			
10090	Black Cherry	Prunus serotina	6	Good	Save			
10091	Shagbark Hickory	Carya ovata	8	Good	Save			
10093	Black Cherry	Prunus serotina	9	Good	Save			
10095	Black Cherry	Prunus serotina	4	Good	Save			
10096	Green Ash	Fraxinus pennsylvanica	5	Good	Envelope	0		
10097	Black Cherry	Prunus serotina	4	Good	Envelope	0		
10098	American Elm	Ulmus americana	5	Good	Envelope	0		
10099	Eastern Red Cedar	Juniperus virginiana	8	Good	Utility	0		
10100	Green Ash	Fraxinus pennsylvanica	5	Good	Street	0		
10101	Trembling Aspen	Populus tremuloides	5	Good	Street	0		
10102	Black Cherry	Prunus serotina	4	Good	Remove	1		
10103	American Elm	Ulmus americana	6	Good	Remove	1		
10104	Northern White Cedar	Thuja occidentalis	6,6,6	Good	Remove	1		
10105	Black Cherry	Prunus serotina	6	Good	Envelope	0		
10106	Black Cherry	Prunus serotina	6	Good	Envelope	0		
10107	Black Cherry	Prunus serotina	6	Good	Envelope	0		
10108	Black Cherry	Prunus serotina	6	Good	Remove	1		
10109	Black Cherry	Prunus serotina	10	Good	Utility	0		
10110	Black Cherry	Prunus serotina	5,5	Good	Utility	0		
10111	Black Cherry	Prunus serotina	4	Good	Envelope	0		
10112	Black Cherry	Prunus serotina	6	Good	Remove	1		
10113	Black Cherry	Prunus serotina	5,5	Good	Remove	1		

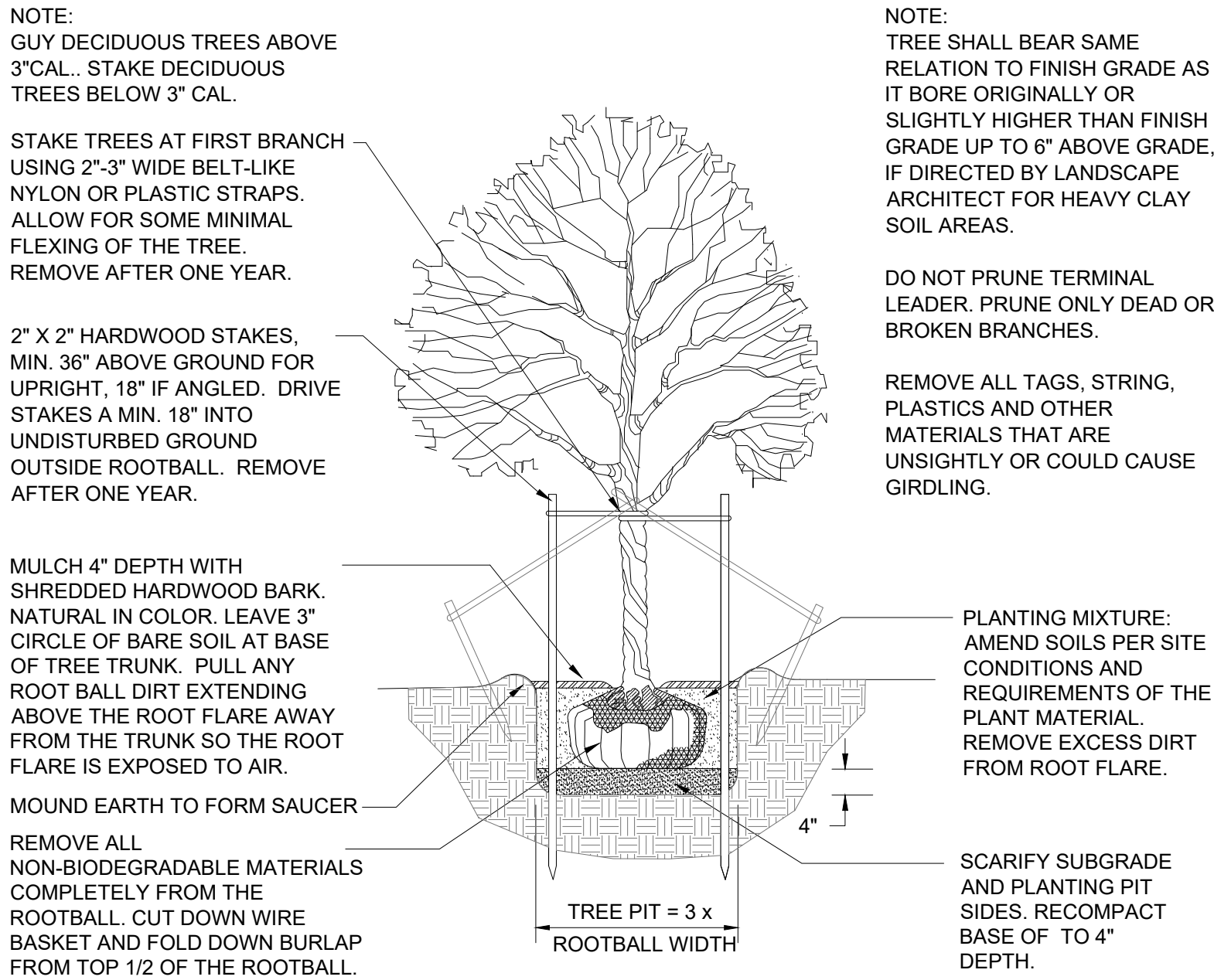
Tag	Scientific Name	Common Name	DBH	Condition	Landmark	Status	Regulated Replacements	Landmark DBH Replacement
10114	Black Cherry	Prunus serotina	8	Good	Envelope	0		
10115	Black Cherry	Prunus serotina	6	Good	Remove	1		
10116	Black Cherry	Prunus serotina	6,6	Good	Envelope	0		
10117	Black Cherry	Prunus serotina	4	Good	Envelope	0		
10118	White Oak	Quercus alba	6	Good	Envelope	0		
10119	Black Cherry	Prunus serotina	7	Good	Remove	1		
10121	Black Cherry	Prunus serotina	5	Good	Remove	1		
10122	Black Cherry	Prunus serotina	7	Good	Remove	1		
10123	Black Cherry	Prunus serotina	9	Good	Remove	1		
10124	Black Cherry	Prunus serotina	5	Good	Remove	1		
10125	Black Cherry	Prunus serotina	5	Good	Envelope	0		
10126	Black Cherry	Prunus serotina	6	Good	Envelope	0		
10127	Black Cherry	Prunus serotina	5	Good	Envelope	0		
10129	Black Cherry	Prunus serotina	6	Good	Remove	1		
10130	American Elm	Ulmus americana	6	Good	Remove	1		
10131	Eastern Cottonwood	Populus deltoides	12	Good	Utility	0		
10132	Scotch Pine	Pinus sylvestris	6	Good	Street	0		
10133	Scotch Pine	Pinus sylvestris	5	Good	Remove	1		
10134	Scotch Pine	Pinus sylvestris	4	Good	Remove	1		
10135	Scotch Pine	Pinus sylvestris	6	Good	Remove	1		
Requirement Replacements							37	

Woodland Summary

Total Trees	126 Trees
Regulated Trees Removed	37 Trees
Regulated Trees Replacement	37 Trees
Landmark DBH Removed	0
Total Replacement Required	37 Trees, 2.0" Deciduous or 6' Evergreen

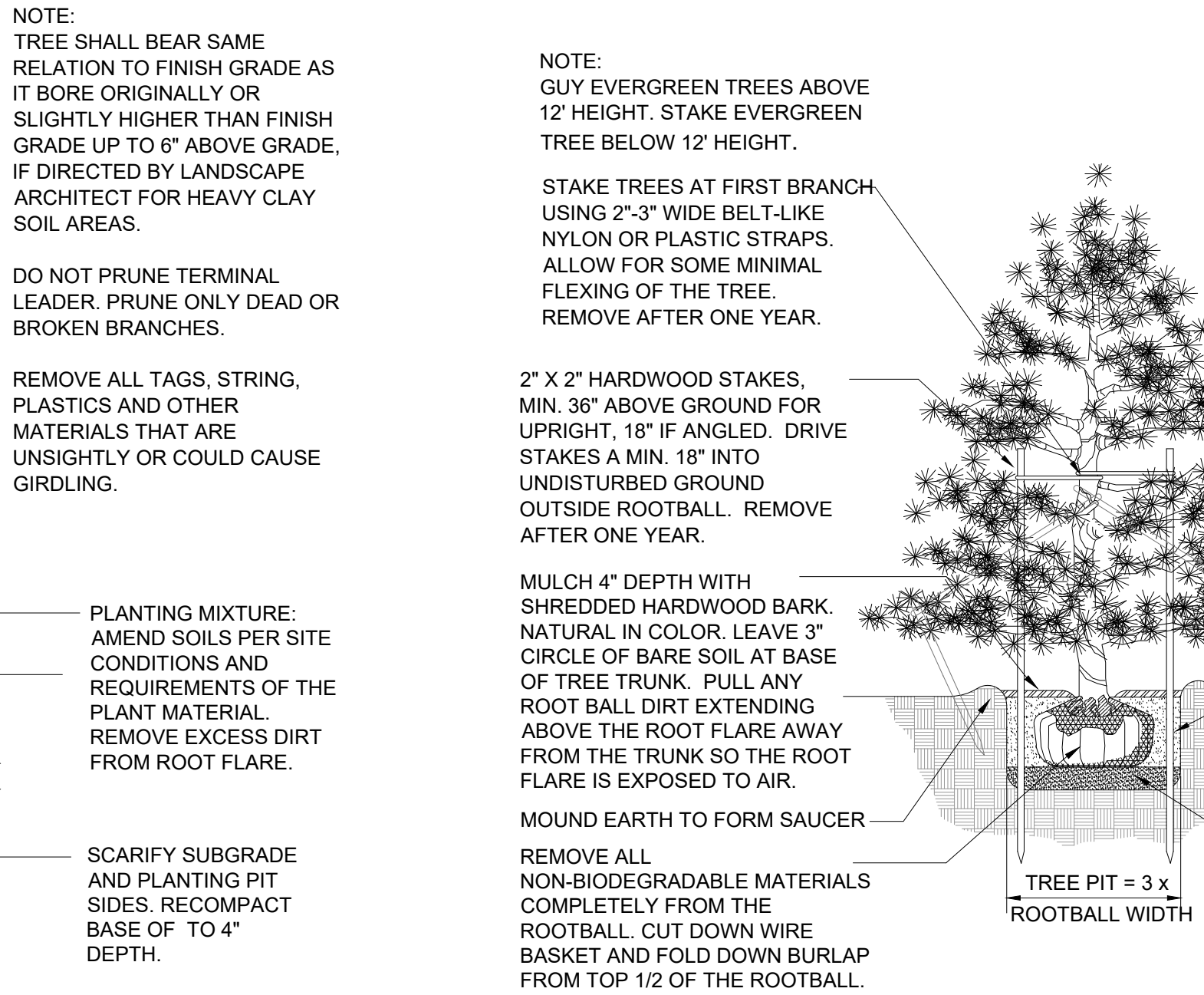
Legend

Detention Drive	Tree is Located within a Detention Pond and is Exempt.
Envelope	Tree is Located within a Driveway and is Exempt.
Landmark	Tree is Located within a Building Envelope and is Exempt.
Landmark EX	Tree Designated at Landmark Status per Ordinance Sec. 27.12(L)
Remove	Tree Recommended for Replacement Exemption due to Very Poor or Dead Condition.
Sidewalk	Tree is Removed and will be Replaced.
Street	Tree is Located within a Sidewalk.
Utility	Tree is Located within a Street and is Exempt.
Very Poor	Tree is Located Over a Utility and is Exempt.
Tree Inventory Performed by Seiber Keast Lehner	Tree Recommended for Replacement Exemption per Ordinance Sec. 27.12(D)8
"X" Denotes Removed Tree	



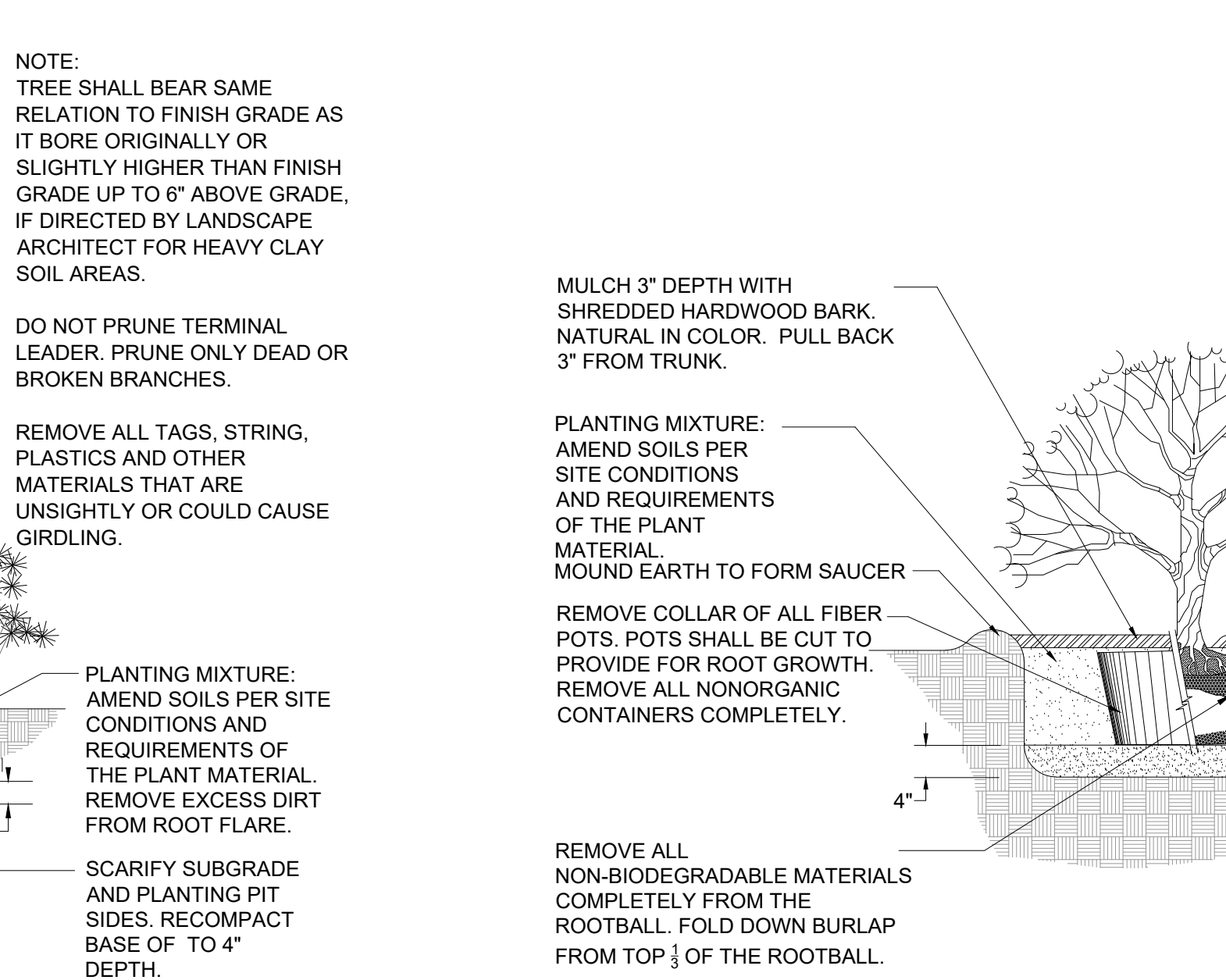
DECIDUOUS TREE PLANTING DETAIL

NOT TO SCALE



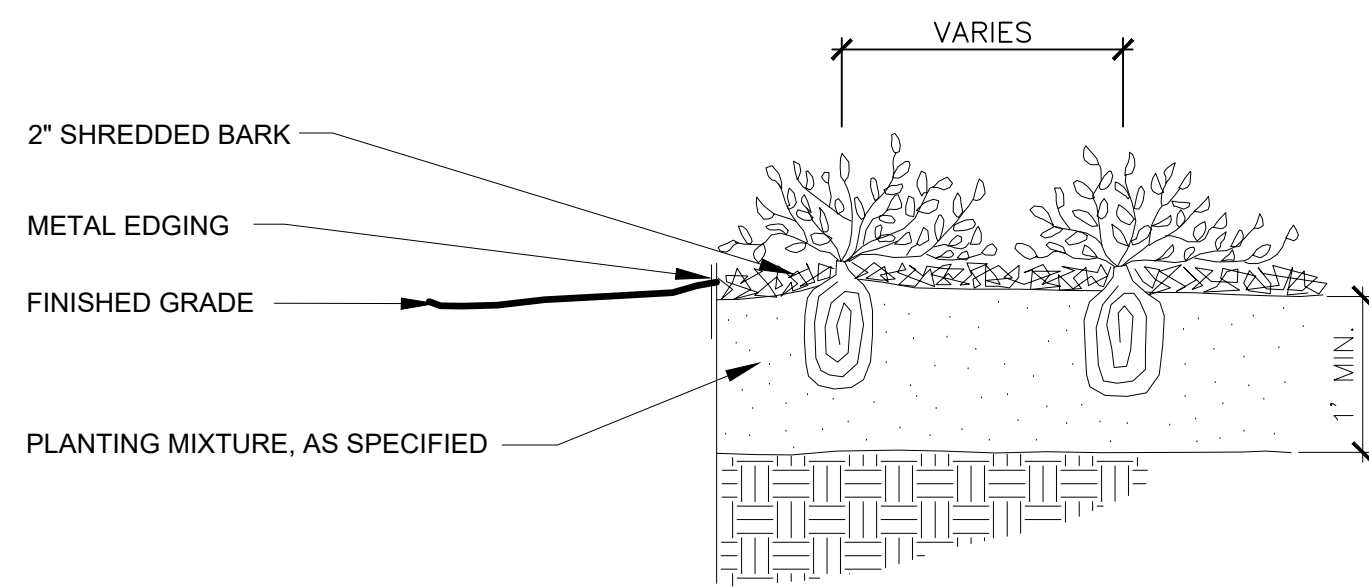
EVERGREEN TREE PLANTING DETAIL

NOT TO SCALE



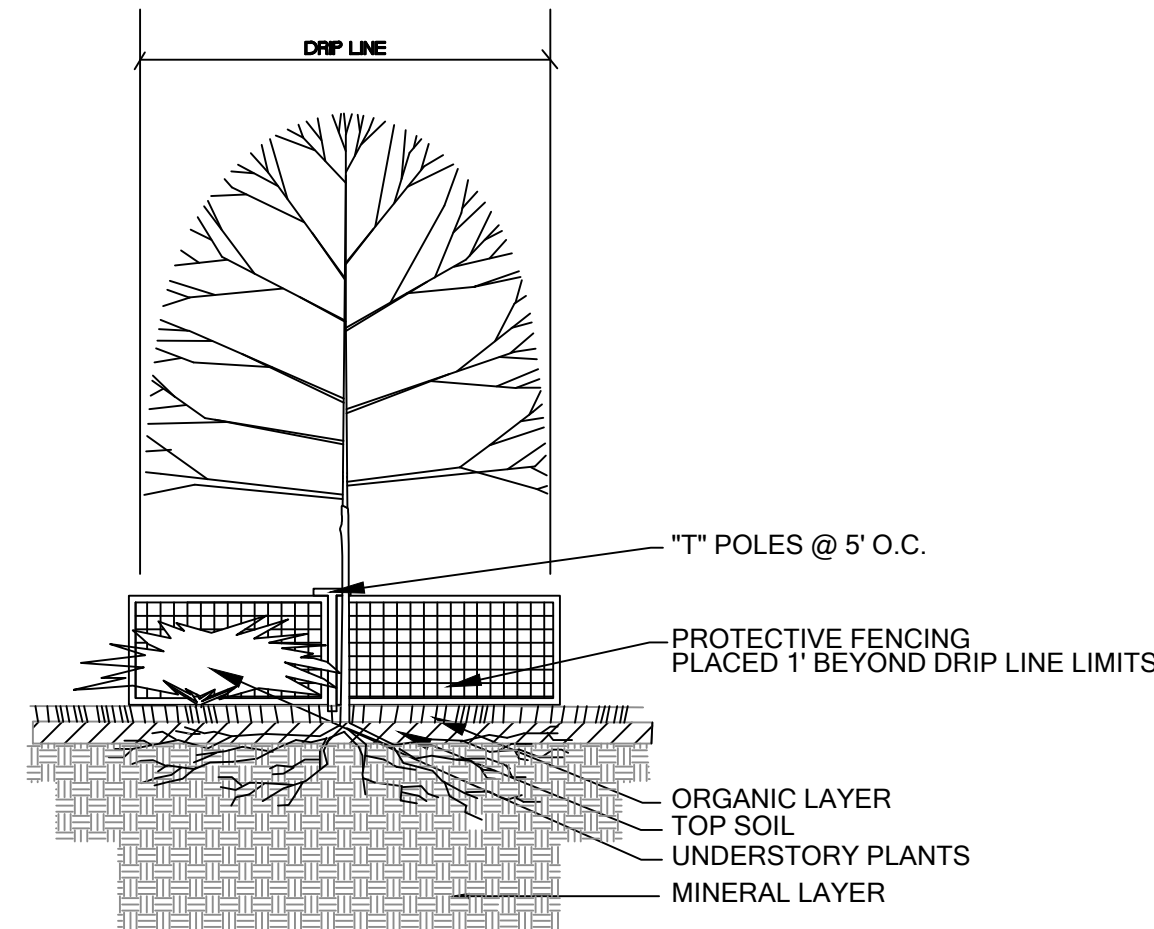
SHRUB PLANTING DETAIL

NOT TO SCALE

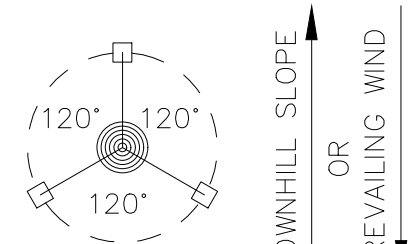


PERENNIAL PLANTING DETAIL

Not to scale



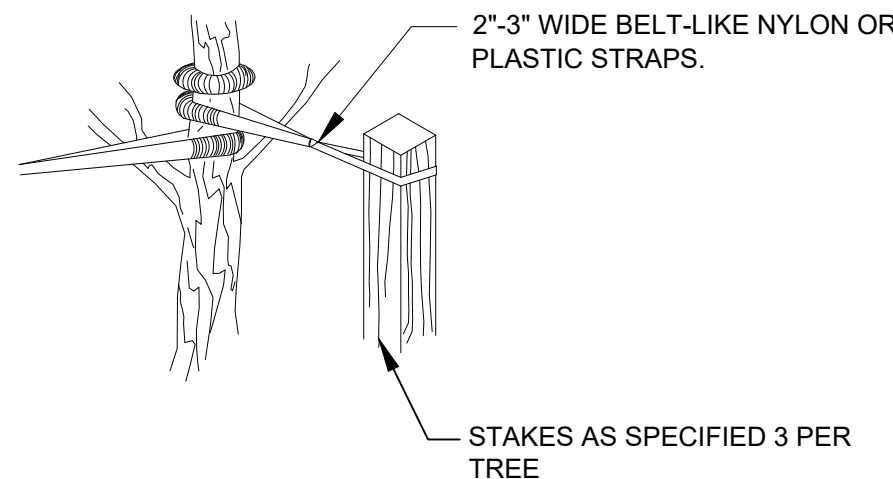
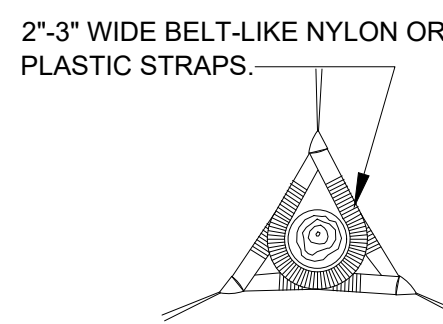
1. Either Plastic or Wood Orange Snow Fencing Shall be Installed at or Beyond the Dripline, Unless More Substantial Fencing is Required.
2. Stakes Shall be Metal "T" Poles Spaced no Further than 5' on Center.
3. Fencing Shall not be Installed Closer to the Tree than the Dripline of Those Trees to be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



NOTE:
ORIENT STAKING/GUYING TO PREVAILING WINDS, EXCEPT ON SLOPES GREATER THAN 3:1 ORIENT TO SLOPE.

USE SAME STAKING/GUYING ORIENTATION FOR ALL PLANTS WITHIN EACH GROUPING OR AREA

STAKING/GUYING LOCATION



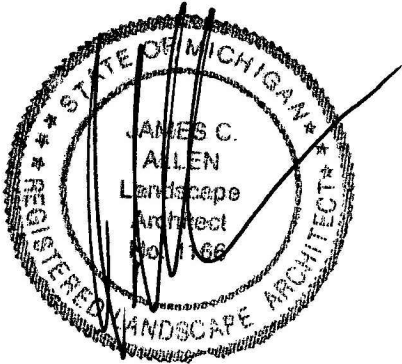
GUYING DETAIL

STAKING DETAIL

TREE STAKING DETAIL

Not to scale

Seal:



Title:

Landscape Details

Project:

Waldon Reserve
Orion Township, Michigan

Prepared for:

AP Builders
21 East Long Lake, Suite 215
Bloomfield Hills, Michigan 48304

Revision:

Submission

Issued:

July 14, 2022

Job Number:

22-052

Drawn By:

jca/emj

Checked By:

jca



Sheet No.

L-3



MASTER DEED

**WALDON RESERVE
(A Residential Condominium)**

**OAKLAND COUNTY CONDOMINIUM
SUBDIVISION PLAN NO. _____**

**MASTER DEED
WALDON RESERVE
(A Residential Condominium)**

**OAKLAND COUNTY CONDOMINIUM
SUBDIVISION PLAN NO.**

This Master Deed is made and executed on November ____, 2021, by _____, a Delaware limited liability company I believe we are a Michigan LLC, (“Developer”), whose address is 21 East Long Lake Road, Suite 215, Bloomfield Hills, Michigan 48304, pursuant to the provisions of the Michigan Condominium Act (Act 59 of the Public Acts of 1978, as amended) (the “Act”).

RECITALS

Developer desires by recording this Master Deed, together with the Bylaws attached as Exhibit A, and together with the Condominium Subdivision Plan attached as Exhibit B (both of which are incorporated by reference and made a part of this Master Deed), to establish the real property described in Article 2 below, together with the improvements located and to be located thereon, and the appurtenances thereto, as a residential Condominium Project under the provisions of the Act.

Developer does, upon recording this Master Deed, establish Waldon Reserve as a Condominium Project under the Act and declares that Waldon Reserve (referred to as the “Condominium,” the “Project” or the “Condominium Project”) shall, after such establishment, be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner used subject to the provisions of the Act, and to the covenants, conditions, restrictions, uses, limitations and affirmative obligations set forth in this Master Deed and Exhibits A and B hereto, all of which shall be deemed to run with the land and shall be a burden and a benefit to Developer, its successors and assigns, and any persons acquiring or owning an interest in the Condominium, their grantees, successors, transferees, heirs, personal representatives and assigns.

The Project consists of twenty (~~20~~) 18 Units which are the individual sites on which residential dwellings and other improvements may be constructed. Each Condominium Unit consists only of the land within the perimeter of the Unit and each Unit is capable of individual use because it has access to a public road. Each Unit Owner will hold an absolute and undivided title to such Owner's Unit and to the dwelling and other improvements located on it, to the extent such improvements are not designated in the Master Deed as Common Elements, and an undivided inseparable right to share with other Co-Owners the Common Elements of the Condominium.

In furtherance of the establishment of the Condominium Project, it is provided as follows:

ARTICLE 1.
TITLE AND NATURE

The Condominium Project shall be known as Waldon Reserve, Oakland County Condominium Subdivision Plan No. _____. The engineering plans for the Project, if any, are on file with the Township of Orion. The Condominium Project is established in accordance with the Act. The Units contained in the Condominium, including the number, boundaries, dimensions and area of each Unit, are set forth completely in the Condominium Subdivision Plan attached as Exhibit B hereto. Each individual Unit has been created for residential purposes and each Unit is capable of individual use. Each Co-Owner in the Condominium Project shall have an exclusive right to such Co-Owner's Unit except to the extent of any Common Elements located thereon, and shall have an undivided and inseparable rights to share with the other Co-Owners the Common Elements of the Condominium Project as are designated by the Master Deed. Nothing in this Master Deed shall be construed to impose upon Developer any contractual or other legal obligation to build, install or deliver any structure or improvement which is labeled on the Condominium Subdivision Plan attached as Exhibit B as "need not be built."

ARTICLE 2.
LEGAL DESCRIPTION

The land which is submitted to the Condominium Project is established by this Master Deed and is particularly described as follows:

Land situated in the Township of Orion, County of Oakland, State of Michigan as follows:

Part of the Northeast Quarter of Section 27, Town 4 North, Range 10 East, Orion Township, Oakland County, Michigan, described as beginning at a point in the centerline of Waldon Road distant South 89 degrees 00 minutes 00 seconds West 128 feet and South 00 degrees 03 minutes 30 seconds East 867 feet and South 86 degrees 09 minutes 00 seconds West 675.23 feet and South 70 degrees 08 minutes 20 seconds West 209 feet from the Northeast corner of Section 27, thence South 02 degrees 39 minutes 50 seconds East 1160.29 feet; thence South 00 degrees 32 minutes 20 seconds West 263.64 feet (recorded as South 00 degrees 25 minutes East 264.70 feet in Vernier's Farms a subdivision of part of the Northeast Quarter of Section 27 and part of the Northwest Quarter of Section 26, Town 4 North, Range 10 East, Orion Township, Oakland County, Michigan), thence South 85 degrees 37 minutes 40 seconds West 420.28 feet; thence North 00 degrees 46 minutes 50 seconds East 1328.56 feet to the centerline of Waldon Road; thence North 70 degrees 08 minutes 20 seconds East along the centerline of Waldon Road 371.64 feet to the point of beginning.

EXCEPTING THEREFROM, Part of the Northeast Quarter of Section 27, Town 4 North, Range 10 East, Orion Township, Oakland County, Michigan, being more particularly described as: Commencing at the Northeast corner of said Section 27; thence South 89 degrees 00 minutes 00 seconds West 128.00 feet to a point; thence South 00 degrees 03 minutes 30 seconds East 867.00 feet to a point; thence South 86 degrees 09 minutes 00 seconds West 675.23 feet to a point; thence South 70 degrees 08 minutes 20 seconds West 480.48 feet to the point of beginning; thence proceeding South 70 degrees

08 minutes 20 seconds West 100.00 feet to a point; thence South 00 degrees 46 minutes 50 seconds West 235.26 feet to a point; thence North 70 degrees 08 minutes 20 seconds East 100.00 feet to a point; thence North 00 degrees 46 minutes 50 seconds East 235.26 feet to the point of beginning.

Parcel Identification No. 09-27-276-038

Together with and subject to the following:

1. Liens for taxes and assessments not yet due and payable.
2. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
3. Laws, ordinances and regulations of applicable governmental authorities.
4. Any rights, title interest or claim thereof to that portion of the land taken, used or granted for streets, roads or highways.
5. Rights of tenants under unrecorded leases and any and all parties claiming by, through, and thereunder.
6. Any easements, restrictions and agreements of record.
7. Easements or claims of easements not shown by the public records and existing water, mineral, oil and exploration rights.
8. Any encroachment, violation, variation or adverse circumstance affecting the title that would be disclosed by an accurate or complete survey of the Condominium Premises.

ARTICLE 3. **DEFINITIONS**

Certain terms are used not only in this Master Deed and Exhibits A and B hereto, but are or may be used in various other instruments such as, by way of example and not limitation, the Articles of Incorporation and rules and regulations of Waldon Reserve Condominium Association, a Michigan non-profit corporation; and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of, interests in Waldon Reserve, as a condominium. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

Section 3.1 Act. The “Act” means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended.

Section 3.2 Association. “Association” means the Waldon Reserve Condominium Association, which is the non-profit corporation organized under Michigan law, of which all

Co-Owners shall be members, which corporation shall administer, operate, manage and maintain the Condominium.

Section 3.3 Bylaws. “Bylaws” means Exhibit A hereto, being the By-laws setting forth the substantive rights and obligations of the Co-Owners and required by Section 3(9) of the Act to be recorded as part of the Master Deed. The By-laws shall also constitute the corporate bylaws of the Association as provided for under the Michigan Nonprofit Corporation. Act.

Section 3.4 Common Elements. “Common Elements”, where used without modification, means both the General and Limited Common Elements described in Article 4 below.

Section 3.5 Condominium Documents. “Condominium Documents” means and includes this Master Deed and Exhibits A and B hereto, the Articles of Incorporation, and the rules and regulations, if any, of the Association, as all of the same may be amended from time to time.

Section 3.6 Condominium Premises. “Condominium Premises” means and includes the land described in Article 2 above and all easements, rights and appurtenances belonging to Waldon Reserve as described above.

Section 3.7 Condominium Project, Condominium or Project. “Condominium Project”, “Condominium” or “Project” means Waldon Reserve as a Condominium Project established in conformity with the provisions of the Act.

Section 3.8 Condominium Subdivision Plan. “Condominium Subdivision Plan” or “Plan” means Exhibit B hereto.

Section 3.9 Consolidating Master Deed. “Consolidating Master Deed” means the final amended Master Deed, if any, which shall describe Waldon Reserve as a completed Condominium Project and shall reflect the land area, if any, converted pursuant to Article 8 below, or contracted pursuant to Article 9 below from time to time, and all Units and Common Elements therein, and which shall express percentages of value pertinent to each Unit as finally readjusted, if necessary. Such Consolidating Master Deed, if and when recorded in the office of the Oakland County Register of Deeds, shall supersede the previously recorded Master Deed for the Condominium and all amendments thereto, but until such time, the terms of this Master Deed, as it may be amended, shall control. In the event the Units and Common Elements in the Condominium are constructed in substantial conformance with the proposed Condominium Subdivision Plan attached as Exhibit B to the Master Deed, the Developer shall be able to satisfy the foregoing obligation by filing a certificate in the office of the Oakland County Register of Deeds confirming that the Units and Common Elements “as built” are in substantial conformity with the proposed Condominium Subdivision Plan and no Consolidating Master Deed need be recorded.

Section 3.10 Construction and Sales Period. “Construction and Sales Period,” for the purposes of the Condominium Documents and the rights reserved to Developer

thereunder, means the period commencing with the recording of the Master Deed and continuing as long as Developer owns any Unit which it offers for sale, and for so long as the Developer continues or proposes to construct or is entitled to construct additional Units.

Section 3.11 Co-Owner. “Co-Owner” means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who or which owns one or more Units in the Condominium Project. The term “Owner”, wherever used, shall be synonymous with the term “Co-Owner.” In the event of the conveyance of a Unit by land contract, the land contract vendees shall be the “Co-Owners” of the Unit and shall bear sole liability for all obligations arising with respect to the Unit to the exclusion of the land contract vendors; provided that the Developer or an affiliate of the Developer shall retain the rights and obligations of a Co-Owner with respect to any Unit sold under land contract by the Developer or an affiliate of the Developer. The foregoing provision regarding the rights and obligations of land contract vendors and vendees shall apply notwithstanding the definition of “Co-Owner” set forth in Section 6 of the Act, as amended by Public Act 379 of 2000. “Owner” or “Co-Owner” shall not include a mortgagee of a Unit unless and until such mortgagee acquires fee simple title to the Unit by foreclosure or other proceeding or conveyance in lieu of foreclosure and shall not include any interest in a Unit held as security for the performance of any obligation. In the event more than one person or entity owns an interest in fee simple title to any Unit, or has an interest as a land contract vendee (other than Units owned by Developer), the interests of all such persons collectively shall be that of one Co-Owner.

Section 3.12 Developer. “Developer” means _____, which has made and executed this Master Deed, and its successors and assigns. Both successors and assigns shall always be deemed to be included within the term “Developer” whenever such terms are used in the Condominium Documents.

Section 3.13 First Annual Meeting. “First Annual Meeting” means the initial meeting at which non-developer Co-Owners are permitted to vote for the election of Directors and upon all other matters that properly may be brought before the meeting. Such meeting is to be held (a) in Developer's sole discretion after fifty percent (50%) of the Units that may be created are sold, or (b) mandatorily within (i) fifty-four (54) months from the date of the first Unit conveyance, or (ii) one hundred twenty (120) days after seventy-five percent (75%) of all Units that may be created are sold, whichever first occurs.

Section 3.14 Open Space Areas. “Open Space Areas” means the open space areas and buffer zones shown on Exhibit B, together with any related improvements.

Section 3.15 Residential Builder. “Residential Builder” means any person licensed as a residential builder under Article 24 of the Occupational Code of Michigan, Public Act 299 of 1980, and who acquires title to one or more Units in the Condominium for the purpose of constructing a Residence on the Unit and subsequently reselling the Unit.

Section 3.16 Roads. “Roads” mean the Roads serving the Project as described in Section 6.5 below on Exhibit B.

Section 3.17 Township. “Township” means the Township of Orion.

Section 3.18 Transitional Control Date. “Transitional Control Date” means the date on which a Board of Directors of the Association take office pursuant to an election in which the votes which may be cast by eligible Co-Owners unaffiliated with the Developer exceed the votes which may be cast by Developer.

Section 3.19 Unit or Condominium Unit. “Unit” or “Condominium Unit” each means a single Unit in Waldon Reserve as such space may be described in Article 5, Section 5.1 hereof and on Exhibit B hereto, and shall have the same meaning as the term “Condominium Unit” as defined in the Act.

ARTICLE 4.

COMMON ELEMENTS; USE OF COMMON ELEMENTS AND UNITS

The Common Elements of the Project as described herein and as described in Exhibit B attached hereto, as may be modified from time to time pursuant to certain other provisions of this Master Deed and the Bylaws attached as Exhibit A, and the respective responsibilities for maintenance, decoration, repair or replacement are as follows:

Section 4.1 General Common Elements. The General Common Elements are:

4.1.1 Land. The land designated as General Common Elements on attached Exhibit B.

4.1.2 Intentionally Omitted.

4.1.3 Easements. All beneficial utility, drainage, access, and other easements pertaining to the Project.

4.1.4 Utilities. Some or all of the utility lines and appurtenances, including electric, telephone and telecommunications, gas, water, sanitary sewer and storm sewer systems, and storm water retention areas and drainage facilities and equipment described below may be owned by the local public authority, or by the company that is providing the pertinent service. Accordingly, such utility lines, systems and equipment shall be General Common Elements only to the extent of the Co-Owners' interest therein, if any, and Developer makes no warranty whatsoever with respect to the nature or extent of such interest, if any. Certain utilities as shown on Exhibit B may be conveyed or dedicated to the Township or other governmental authorities, and except to the extent of such conveyance or dedication, such utilities shall be General Common Elements.

4.1.5 Electrical. Subject to 4.1.4, the electrical transmission system throughout the Project up to, but not including the electric meters for each residential dwelling now or hereafter constructed within the perimeter of a Unit.

4.1.6 Telephone, Cable TV, Internet and Telecommunications System. Subject to 4.1.4, the telephone, cable television, Internet and/or telecommunications equipment and

system(s) throughout the Project up to the point of connection to each residential dwelling now or hereafter constructed within the perimeter of a Unit.

4.1.7 Gas. Subject to 4.1.4, the gas distribution system throughout the Project up to the point where it is stubbed for connection with each residential dwelling now or hereafter constructed within the perimeter of a Unit.

4.1.8 Water. Subject to 4.1.4, the underground sprinkling system for the Common Elements (if any) and the water distribution system throughout the Project up to the point where service is stubbed for connection with each residential dwelling now or hereafter constructed within the perimeter of a Unit.

4.1.9 Sanitary Sewer. Subject to 4.1.4, the sanitary sewer system throughout the Project up to the point where it enters upon a Unit.

4.1.10 Storm Drainage System. Subject to 4.1.4, the storm water drainage system throughout the Project and related improvements shown on Exhibit B, including storm sewers, areas of surface drainage, and the detention basin.

4.1.11 Other. Such other elements of the Project not designated as Limited Common Elements which are not located within the perimeter of a Unit, and which are intended for common use or are necessary to the existence, upkeep and safety of the Project

Section 4.2 Limited Common Elements. Limited Common Elements shall be subject to the exclusive use and enjoyment of the Co-Owners of the Units to which the Limited Common Elements are appurtenant. There are currently no Limited Common Elements in the Project. Developer reserves the right to add Limited Common Elements by amendment to the Master Deed pursuant to Article 7 below.

Section 4.3 Responsibilities. The respective responsibilities for the maintenance, reconstruction, repair and replacement of the Common Elements are as follows:

4.3.1 Co-Owner Responsibilities. Except as may be otherwise expressly provided herein, the responsibility for insurance, maintenance, decoration, repair and replacement of the Unit, including any and all structures and improvements located within or upon a Unit and any appurtenant Limited Common Elements (including without limitation lawn and landscaping areas and snow removal) including all costs and expenses related thereto, and the cost of all utilities serving the Co-Owner's Unit, shall be borne by the Co-Owner of the Unit.

4.3.2 Association Responsibilities. The Association, by its Board of Directors, shall be responsible for insurance, maintenance, repair and replacement of the General Common Elements. The costs of repairing, maintaining, replacing and insuring the General Common Elements shall be borne by the Association subject to any provisions of the Master Deed and Bylaws expressly to the contrary, and assessed to the Co-Owners as set forth in the Bylaws (for clarity the Co-owner shall be responsible for repairs, replacements and insurance on driveway and lawn areas). The Association shall establish a reserve fund or other form of assessment in accordance with Article 2 of the Bylaws for costs associated with maintenance, repair and replacement of the General Common Elements.

Section 4.4 Use of Common Elements and Units. No Co-Owner shall use the Co-Owner's Unit or the Common Elements in any manner inconsistent with the purposes of the Project or in any manner which will interfere with or impair the rights of any other Co-Owner in the use and enjoyment of the Co-Owner's Unit or the Common Elements.

Section 4.5 Residential Use. The use of the Units is limited to residential use in accordance with this Master Deed and exhibits, the ordinances of the Township and the requirements of other applicable governmental authorities.

Section 4.6 Dedication. Developer intends to, and by recordation of this Master Deed reserves the right and power to, dedicate all the roads in the Condominium to public use, and all persons acquiring any interest in the Condominium, including without limitation all Co-Owners and mortgagees, shall be deemed irrevocably to have appointed Developer, and/or its successors as agent and attorney-in-fact to make such dedication and to act in behalf of all Co-Owners and their mortgagees in any statutory or special assessment proceedings with respect to the dedicated roads. The foregoing rights and powers may be exercised by the Association upon transfer of the Developer's responsibility to the Association as set forth in the Master Deed or Bylaws, after the transitional control date.

ARTICLE 5.

UNIT DESCRIPTION AND PERCENTAGE OF VALUE

Section 5.1 Description of Units. The Project contains twenty (2018) Units numbered 1 through ~~18~~ inclusive. Each Unit in the Condominium Project is described in this paragraph with reference to the Condominium Subdivision Plan of Waldon Reserve prepared by ~~Seiber Keast and Militex~~ and attached as Exhibit B. Each Unit shall consist of the land and area contained within the Unit boundaries as shown on attached Exhibit B and delineated with heavy outlines. Any structure, improvements or driveways constructed on any Unit shall be built in accordance with the requirements of this Master Deed and exhibits and in accordance with the requirements of applicable governmental authorities.

Section 5.2 Percentage of Value. The percentage of value assigned to each Unit shall be equal and the number obtained by dividing 100 by the number of Units in the Condominium. The determination that the percentages of value of each Unit is equal was made after reviewing the comparative characteristics of each Unit in the Project which would affect maintenance costs and value and concluding that there are no material differences among the Units insofar as the allocation of percentage of value is concerned. The percentage of value assigned to each Unit shall be determinative of each Unit's respective share of the Common Elements of the Condominium Project, and the proportionate share of each Unit in the proceeds and the expenses of administration, and the vote attributed to each Unit at meetings of the Association. As such, the total value of all of the Units of the Project is one hundred percent (100%) and the percentage of value of each individual Unit is .05%.

ARTICLE 6.
EASEMENTS, RESERVATIONS AND AGREEMENTS

Section 6.1 Easement for Maintenance of Encroachments and Utilities. In the event any portion of a Unit or Common Element encroaches upon another Unit or Common Element due to shifting, settling or moving of a building, or due to survey errors, or construction deviations, reciprocal easements shall exist for the maintenance, repair or reconstruction of such encroachment for so long as such encroachment exists, and for maintenance thereof after rebuilding in the event of any destruction. There shall be easements to, through and over those portions of the land, structures, buildings and improvements for the continuing maintenance and repair of all utilities in the Condominium. This section shall not be construed to allow or permit any encroachment upon, or an easement for an encroachment upon, a Unit, without the consent of the Co-Owner of the Unit to be burdened by the encroachment or easement. Developer hereby reserves and declares permanent and perpetual non-exclusive easements to the Township, Oakland County and all other government authorities or companies providing, operating and/or maintaining utility services and their respective successors, assigns and transferees for ingress and egress in, over, under and through all General Common Elements and any Limited Common Elements identified in Article 4 in the Condominium for the operation, access, maintenance, repair and replacement of the water supply system, sanitary sewer system, gas and electrical lines and all other utility lines or systems, and permanent easements to use, tap into, enlarge or extend all utility lines in the Condominium or adjacent areas, including, without limitation, all water, gas, electric and sanitary sewer lines, all of which easements shall be for the benefit of the Project. These easements shall run with land in perpetuity. Developer has no financial obligation to support such easements.

Section 6.2 Easement in Favor of the Association. There shall be easements to and in favor of the Association, and its officers, directors, agents, and designees, in, on and over all Units and Common Elements in the Project for access to the Units, retention basins, drainage facilities, water and sewage disposal systems and other utilities, and the exterior and interior of each of the buildings that is now existing or hereafter constructed within the Project to permit the maintenance, repair, replacement, and/or decoration thereof in accordance with this Master Deed. Each Co-Owner shall be primarily responsible for maintenance of the exterior of all structures and improvements within a Co-Owner's Unit as set forth in Article 4 above. In the absence of performance by the Co-Owner involved, the Association may undertake the maintenance of a Unit or the exterior of structures and improvements. If such work is performed upon a Unit by the Association, the Co-Owner of the Unit shall reimburse the Association for all costs incurred by the Association within fifteen (15) days of billing or the Association shall have the right to recover its expenses in the same manner as established for the collection of assessments in Article 2 of the Bylaws. In no event shall the Association be liable for the decoration, maintenance, repair, or replacement of any portion of the interior or exterior of a structure or other improvements on any Unit. There also shall exist easements to and in favor of the Association, and its officers, directors, agents, and designees, in, on and over all Units and Common Elements of the Project or adjacent areas for access to and maintenance of those Common Elements of the Project for which the Association may from time to time be responsible.

Section 6.3 Grant of Easements by Association. The Association, acting through its lawfully constituted Board of Directors (including any Board of Directors acting prior to the Transitional Control Date), shall be empowered and obligated to grant such easements, licenses, rights-of-entry and rights-of-way over, under and across the Condominium for utility purposes, access purposes or other lawful purposes as may be necessary for the benefit of the Condominium, subject, however, to the approval of Developer so long as the Construction and Sales Period has not expired, upon review and approval of any necessary governmental agency, if so required.

Section 6.4 Easements for Maintenance, Repair and Replacement. Developer, the Association, and all public or private utility companies shall have such easements as may be necessary over the Condominium including all Units and Common Elements to fulfill any responsibilities of maintenance, repair, decoration or replacement which they or any of them are required or permitted to perform under the Condominium Documents. These easements include, without any implication of limitation, the right of the Association to obtain access during reasonable hours and upon reasonable notice to water meters, sprinkler controls and valves and other Common Elements located within any dwelling on any Unit or any appurtenant Limited Common Elements.

Section 6.5 Roadway and Utility Easements. Developer reserves the right at any time during the Construction and Sales Period to grant easements for public or private utilities over, under and across the Condominium to appropriate governmental agencies or public or private utility companies and to dedicate or transfer title of the Roads and road right-of-ways and utilities to state, county or local governments, upon the review and approval of any necessary governmental agency, if so required. Any such easement or transfer of title may be conveyed by Developer without the consent of any Co-Owner, mortgagee or other person and may be evidenced by an appropriate amendment to this Master Deed and to Exhibit B hereto, recorded in the Oakland County Records. All Co-Owners and mortgagees of Units and other persons interested in the Project from time to time are deemed to have irrevocably and unanimously consented to an amendment or amendments of this Master Deed to effect the foregoing easement or transfer of title. Developer reserves for itself, its successors and assigns, and all future owners of the land described in Article 2 or adjacent areas or any portion or portions thereof, an easement for the unrestricted use of the Road in the Condominium for the purpose of ingress and egress to and from all or any portion of the land described in Article 2 or adjacent areas. Developer also reserves easements over all of the Common Elements of the Condominium and the land described in Article 2 or adjacent areas for the purpose of reasonable access from the Road to the Units located on the land described in Article 2 or adjacent areas.

Section 6.6 Telecommunications Agreements. The Association, acting through its duly constituted Board of Directors and subject to Developer's approval during the Construction and Sales Period, shall have the power to grant such easements, licenses and other rights of entry, use and access and to enter into any contract or agreement, including wiring agreements, right-of-way agreements, access agreements and multi-unit agreements and, to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees as may be necessary, convenient or desirable to provide for telecommunications, videotext, broad band cable, satellite dish, earth antenna and similar

services (collectively “Telecommunications”) to the Project or any Unit therein. Notwithstanding the foregoing, in no event shall the Board of Directors enter into any contract or agreement or easement, license or right of entry or do any other act or thing which will violate any provision of any federal, state or local law or ordinance. Any and all sums paid by any Telecommunications or other company or entity in connection with such service, including fees, if any, for the privilege of installing same or sharing periodic subscriber service fees, shall be receipts affecting the administration of the Condominium Project within the meaning of the Act and shall be paid over to and shall be the property of the Association.

Section 6.7 Utility Easements. Easements for private and public utilities including water mains, storm sewers and sanitary sewers, natural gas, electricity and telecommunication service are reserved and established across the Units, and Common Elements as set forth on Exhibit B and the approved site plan for the Project. Developer has or may enter into separate easement agreements and dedication with the Township of Orion, other governmental authorities or utility companies for sewer, water and utility purposes, the terms of which are incorporated herein by reference. The Developer further reserves the right at any time to grant easements for utilities over, under and across the Project to facilitate development of the Project and to appropriate governmental agencies or to utility companies and to transfer title to utilities to governmental agencies or to utility companies upon the prior review and approval of the township, if required. Any such easement or transfer of title may be made by the Developer without the consent of any Co-Owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and to Exhibit B hereto, recorded in the Oakland County Records or the recordings of a separate easement agreement. All of the Co-Owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed or recording of a separate easement as may be required to effectuate the foregoing grant of easement or transfer of title.

Section 6.8 Further Rights Reserved for Developer. Developer reserves for the right of itself, the Association, their respective successors and assigns and all Co-Owners of the land described in Article 2 and adjacent areas, or portion or portions thereof, perpetual easements to use, tap, tie into, extend and enlarge all utility mains located in the Condominium Premises, including, but not limited to water, gas, telephone, electrical, cable television, storm and sanitary sewer mains and appurtenances. Developer further reserves easements over the land described in Article 2 above and adjacent areas for the purpose of reasonable access from the Roads to the Units and residences in furtherance of the development of the Project and adjacent areas.

Section 6.9 Sign Easement. Developer reserves for the benefit of itself, its successors and assigns, an easement to construct and maintain anywhere within the Project one or more signs advertising Condominium Units in the Project, in compliance with any and all Township Ordinances.

Section 6.10 Termination of Easements. Developer reserves the right, during the Construction and Sales Period, to terminate and revoke any utility or other easement granted

in or pursuant to this Master Deed at such time as the particular easement has become unnecessary. (This may occur, by way of illustration only, when a utility easement is relocated to coordinate development of property adjacent to the Condominium Project.) No easement for a utility may be terminated or revoked unless and until all Units served by it are adequately served by an appropriate substitute or replacement utility. Any termination or relocation of any such easement shall be effected by the recordation of an appropriate termination instrument, or, where applicable, amendment to this Master Deed in accordance with the requirements of the Act.

Section 6.11 Special Assessment District Authority. The Developer and the Association shall be vested with the power and authority to sign petitions requesting establishment of a special assessment district pursuant to provisions of applicable Michigan statutes for improvement of public roads within or adjacent to the Condominium Premises upon approval by affirmative vote of not less than fifty one percent (51%) of the Co-Owners that own Units within the special assessment district.

ARTICLE 7. **AMENDMENT**

Section 7.1 Non-material Amendments. The Master Deed, Bylaws, Condominium Subdivision Plan and any other document referred to in the Master Deed or Bylaws which affects the rights and obligations of a Co-owner in the Project may be amended without the consent of Co-owners or mortgagees, if the amendment does not materially alter or change the rights of a Co-owner or mortgagee. An amendment that does not materially change the rights of a Co-owner or mortgagee includes, but is not limited to, a modification of the types and sizes of unsold Units and their appurtenant limited common elements.

Section 7.2 Material Amendments. Except as provided in this Article 7, the Master Deed, Bylaws and Condominium Subdivision Plan may be amended, even if the amendment will materially alter or change the rights of the Co-owners or mortgagees, with the consent of not less than two-thirds (2/3) of the votes of the Co-owners and mortgagees. Notwithstanding the foregoing, unless otherwise provided in the Act, no such amendment which materially alters, restricts, limits or changes the rights of a Co-owner shall be approved and take effect unless the affected Co-owner votes in favor of the amendment.

Section 7.3 By Developer. In addition to the rights of amendment provided to Developer in the various Articles of this Master Deed, Developer may, prior to the expiration of the Construction and Sales Period, and without the consent of any Co-owner, mortgagee or any other person, amend this Master Deed and the Condominium Subdivision plan attached as Exhibit B in order to correct survey or other errors made in such documents and to make such other amendments to such instruments and to the Bylaws attached hereto as Exhibit A that do not materially affect the rights of any Co-owners or mortgagees in the Project, including, but not limited to, amendments required by governmental authorities, or for the purpose of facilitating conventional mortgage loan financing for existing or prospective Co-owners and to enable the purchase or insurance of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, the Veterans Administration or the Department of Housing and Urban Veterans Administration or the Department of Housing

and Urban Development, or by any other public or private mortgage insurer or any institutional participant in the secondary mortgage market.

Section 7.4 Changes to Units or Percentages of Value. The value of the vote of any Co-owner and the corresponding proportion of common expenses assessed against such Co-owner shall not be modified without the written consent of such Co-owner and his mortgagee, nor shall the percentage of value assigned to any Unit be modified without such consent, except for a modification made in connection with the expansion or contraction of the Project or consolidation or modification of Units as expressly permitted by this Master Deed.

Section 7.5 Cost of Amendment. A person causing or requesting an amendment to the Master Deed, Bylaws, Condominium Subdivision Plan and any other document referred to in the Master Deed or Bylaws which affects the rights and obligations of a Co-owner in the Project shall be responsible for costs and expenses of the amendment, except for amendments based upon a vote of a prescribed percentage of Co-owners and mortgagees, the costs of which shall be expenses of administration.

Section 7.6 Mortgagee Approval. Pursuant to Section 90(2) of the Act, Developer hereby reserves the right, on behalf of itself and on behalf of the Association of Co-Owners, to amend this Master Deed and the Condominium Documents without the approval of any mortgagee, unless the amendment would materially alter or change the rights of a mortgagee, in which event the approval of two-thirds (2/3) of the votes of mortgagees of Units shall be required for such amendment. Each mortgagee shall have one (1) vote for each Unit subject to a mortgage. Notwithstanding any provision of this Master Deed or the Bylaws to the contrary, mortgagees are entitled to vote on amendments to the condominium documents only under the following circumstances:

- (a) The termination of the Condominium Project.
- (b) A change in the method of formula used to determine the percentage of value assigned to a Unit subject to the mortgagee's mortgage.
- (c) A reallocation of responsibility for maintenance, repair, replacement, or decoration for a Unit, its appurtenant Limited Common Elements, or the General Common Elements from the Association to the Unit subject to the mortgagee's mortgage.
- (d) The elimination of a requirement for the Association to maintain insurance on the Project as a whole or a Unit subject to the mortgagee's mortgage or reallocation of responsibility for obtaining or maintaining, or both, insurance from the Association to the Unit subject to the mortgagee's mortgage.
- (e) The modification or elimination of an easement benefiting the Unit subject to the mortgagee's mortgage.

- (f) The partial or complete modification, imposition, or removal of leasing restrictions for Units in the condominium project.

Section 7.7 Termination, Vacation, Revocation or Abandonment. The Condominium Project may not be terminated, vacated, revoked or abandoned without the written consent of the Developer and 80% of non-Developer Co-owners.

Section 7.8 Developer Approval. During the Construction and Sales Period, this Master Deed and Exhibits "A" and "B" hereto shall not be amended nor shall the provisions thereof be modified in any way without the written consent of the Developer.

ARTICLE 8.

CONVERSION OF CONDOMINIUM

The Condominium is established as a convertible condominium in accordance with the provisions of this Article and the Act:

Section 8.1 Convertible Areas. All present and future Common Elements and Units are designated as Convertible Areas and the land area within which Units and Common Elements may be added, removed, expanded and modified and within which Limited Common Elements may be created as provided in this Article. The Developer reserves the right, but not the obligation, to convert all or any portion of the Convertible Areas. The maximum number of Units that may be created in the Project as it may be converted is _____ Units. All Units shall be used for residential purposes. All structures and improvements within the Convertible Areas of the Condominium shall be compatible with residential uses and with the structures and improvements on other portions of the Project, as determined by Developer in its sole discretion.

Section 8.2 Right to Convert. The Developer reserves the right, in its sole discretion, during a period ending six years from the date of recording this Master Deed, to modify the number, size, location, and configuration of any Unit that it owns or Common Elements in the Condominium, and to make corresponding changes to the Common Elements or to create General or Limited Common Elements or Units within the Convertible Area and to designate Common Elements that may subsequently be assigned as Limited Common Elements. Provided, however, no portion of any Unit owned by a Co-Owner other than Developer shall be converted without such Co-Owner's consent.

Section 8.3 Restrictions on Conversion. All improvements constructed or installed within the Convertible Areas described above shall be restricted exclusively to those compatible with residential use. There are no other restrictions upon such improvements except as stated in this Article and those which are imposed by state law, local ordinances or building authorities. The extent to which any change in the Convertible Areas is compatible with the original Master Deed is not limited by this Master Deed but lies solely within the discretion of Developer, subject only to the requirements of local ordinances and building authorities.

Section 8.4 Consent Not Required. The consent of any Co-Owner shall not be required to convert the Convertible Areas except as provided in Section 8.2 above. All of the

Co-Owners and mortgagees and other persons interested or to become interested in the Condominium from time to time shall be deemed to have irrevocably and unanimously consented to such conversion of the Convertible Areas and any amendment or amendments to this Master Deed to effectuate the conversion and to any reallocation of Percentages of Value of existing Units which Developer may determine necessary in connection with such amendment or amendments. All such interested persons irrevocably appoint the Developer or its successors, as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of re-recording the entire Master Deed or the Exhibits thereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto. Nothing herein contained, however, shall in any way obligated Developer to convert the Convertible Areas. These provisions give notice to all Co-Owners, mortgagees and other persons acquiring interests in the Condominium that such amendments of this Master Deed may be made and recorded, and no further notice of such amendments shall be required.

Section 8.5 Amendment to Master Deed. All modifications to Units and Common Elements made pursuant to this Article shall be given effect by appropriate amendments to this Master Deed in the manner provided by law, which amendments shall be prepared by and at the discretion of the Developer and in which the percentages of value set forth in Article 5 hereof shall be proportionately readjusted, if the Developer deems it to be applicable, in order to preserve a total value of 100% for the entire Condominium resulting from such amendments to this Master Deed. The precise determination of the readjustments in percentages of value shall be made within the sole judgment of Developer. Such readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon the original method and formula described in Article 5 of this Master Deed. Such amendments to the Master Deed shall also contain such further definitions and redefinition of General or Limited Common Elements as may be necessary to adequately describe and service the Units and Common Elements being modified by such amendments. In connection with any such amendments, Developer shall have the right to change the nature of any Common Element previously included in this Condominium for any purpose reasonably necessary to achieve the purposes of this Article.

ARTICLE 9.

CONTRACTION OF CONDOMINIUM

Section 9.1 Withdrawal of Land. Developer unconditionally reserves the right to withdraw from the Condominium any portion of the land described in Article 2 when and if Developer in its sole discretion determines that development of the Condominium would be best served by so contracting the Condominium. The withdraw of such land pursuant to this Article 9 shall be effected by an amendment of the Master Deed as provided in Section 9.3 below. Provided, however, the consent of any Unit owner to the contraction of such Owner's Unit or Common Elements shall be obtained prior to contraction of a Unit owned by an Owner other than Developer.

Section 9.2 Restrictions on Contraction. There are no restrictions on Developer's right to contract the Condominium except as provided in this Article 9.

Section 9.3 Consent Not Required. The consent of any Co-Owner shall not be required to contract the Condominium or to dedicate the roads and road right-of-ways to public use except as set forth in the last sentence of Section 9.1. All of the Co-Owners and mortgagees and other persons interested or to become interested in the Condominium from time to time shall be deemed to have irrevocably and unanimously consented to contraction of the Condominium and any amendment or amendments to this Master Deed to effectuate the contraction. All such interested persons irrevocably appoint the Developer or its successors, as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of re-recording an entire Master Deed or the Exhibits thereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto. These provisions give notice to all Co-Owners, mortgagees and other persons acquiring interests in the Condominium that such amendments of this Master Deed may be made and recorded, and no further notice of such amendment shall be required.

Section 9.4 Redefinition of Common Elements. The amendment or amendments to the Master Deed contracting the Condominium shall also contain such further definitions and redefinition of General Common Elements or Limited Common Elements and maintenance responsibilities as may be necessary adequately to describe, serve and provide access to the Project as reduced and otherwise comply with agreements and requirements of applicable governmental authorities for development of the Condominium. In connection with any such amendment(s), Developer shall have the right to change the nature of any Common Element or easement previously included in the Project for any purpose reasonably necessary to achieve the purposes of this Article 9.

Section 9.5 Consolidating Master Deed. A Consolidating Master Deed may be recorded pursuant to the Act when the Project is finally concluded as determined by Developer in order to incorporate into one set of instruments all successive stages of development. The Consolidating Master Deed, when recorded, and as above provided in Section 3.9, shall supersede the previously recorded Master Deed and all amendments thereto.

ARTICLE 10.

SUBDIVISION, CONSOLIDATION, MODIFICATION

Section 10.1 Modification of Units. Developer may, in its sole discretion, and without obtaining the consent of any person whatsoever (including Co-Owners and mortgagees of Units), during the Construction and Sales Period, modify the size, boundaries, location, and configuration of Units and appurtenant Common Elements, subject to the requirements of any governmental authority having jurisdiction over the Project. Any modifications by Developer in accordance with the terms of this Section 10.1 shall take effect upon the recordation of an amendment to the Master Deed. In addition, Developer may, in connection with any such amendment, readjust the Percentage of Value for all Units to reflect the Unit or Common Element modifications, based upon the method by which Percentage of Value was originally determined for the Project. All of the Co-Owners and

mortgagees of Units and all other persons now or hereafter interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to any amendment or amendments to this Master Deed recorded by Developer to effectuate the purposes of this Section 10.1 and, subject to the limitations set forth herein, to any proportionate reallocation of Percentage of Value of existing Units which Developer determines are necessary in conjunction with any such amendments, subject to Article 7 of this Master Deed. Subject to the foregoing, all such interested persons irrevocably appoint Developer as agent and attorney-in-fact for the purpose of executing such amendments to the Master Deed and all other documents necessary to effectuate the foregoing.

Section 10.2 Consolidation or Relocation of Units. During the Construction and Sales Period, Developer may, in its sole discretion, and without the consent of any other person whatsoever (including Co-Owners and mortgagees of Units), consolidate under single ownership two (2) or more Units which are located adjacent to one another, and/or relocate any boundaries between adjoining Units, subject to the requirements of any governmental authority having jurisdiction over the Project, and further subject to Article 7 of this Master Deed. Developer shall give effect to the consolidation of Units or the relocation of Unit boundaries by amending this Master Deed with one or more amendments prepared by and at the sole discretion of Developer in the manner provided by law. Any amendment that consolidates or relocates the boundaries between Units shall identify the consolidated or relocated Unit(s) by number, any withdrawn Units and, when appropriate, the Percentage of Value as set forth herein for the consolidated or relocated Unit(s) shall be proportionately allocated among the adjusted Condominium Units in order to preserve a total value of one hundred (100%) percent for the entire Project following such amendment or amendments to this Master Deed. Developer shall determine, in its sole discretion, any such readjustment of the Percentage of Value, provided that such readjustments shall reflect a continuing reasonable relationship among Percentage of Value based upon the original method of determining Percentage of Value for the Project. Any such amendment or amendments to the Master Deed shall also contain such further definitions of Common Elements as may be necessary to adequately describe the Units in the Condominium Project as modified. All of the Co-Owners and mortgagees of Units and all other persons now or hereafter interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to any amendment or amendments to this Master Deed recorded by Developer to effectuate the purposes of this Section 10.2, subject to the limitations set forth herein, and to any proportionate reallocation of Percentage of Value of Units which Developer determines are necessary in connection with any such amendments. All such interested persons irrevocably appoint Developer as agent and attorney-in-fact for the purpose of executing such amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Any such amendments may be accomplished without re-recording the entire Master Deed or its Exhibits.

ARTICLE 11.

FURTHER RIGHTS OF WITHDRAWAL

In addition to Developer's rights of contraction set forth in Article 9 above, pursuant to Section 67(3) of the Act, Developer is entitled to certain additional rights to withdraw land from the Project if and to the extent determined by Developer pursuant to Section 67(3) of the Act.

Any such areas withdrawn shall be automatically granted easements for utility and access purposes as set forth in the Act.

ARTICLE 12.
ASSIGNMENT

Any or all of the rights and powers granted or reserved to Developer in the Condominium Documents or by law, including the power to approve or disapprove any act, use or proposed action or any other matter or thing, may be assigned by Developer to any other entity or to the Association. Any such assignment or transfer shall be made by appropriate instrument in writing duly recorded in the Office of the Oakland County Register of Deeds.

[SIGNATURES ON THE FOLLOWING PAGE]

Dated: _____, 2021.

DEVELOPER:

_____, LLC,
a Delaware limited liability company

By: _____
Name: _____
Its: _____

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021
by _____, of _____, LLC, a Delaware limited liability company, on behalf of
said company.

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

PREPARED BY AND RETURN TO:

J. Patrick Lennon, Esq.
Honigman, Miller, Schwartz & Cohn LLP
650 Trade Centre Way
Suite 200
Kalamazoo, Michigan 49002



CONDOMINIUM BYLAWS

WALDON RESERVE

ARTICLE 1.
ASSOCIATION OF CO-OWNERS

Waldon Reserve, a residential site Condominium Project located in the Township of Orion, Oakland County, Michigan, shall be administered by the Waldon Reserve Condominium Association, an organization of Co-Owners which is a non-profit corporation (the "Association"), organized under the applicable laws of the State of Michigan, and responsible for the management, maintenance, operation and administration of the Common Elements, easements and affairs of the Condominium in accordance with the Condominium Documents and the laws of the State of Michigan. These Bylaws shall constitute both the Bylaws referred to in the Master Deed and required by Section 3(9) of the Michigan Condominium Act, as amended, (the "Act") and the Bylaws of the Association provided for under the Michigan Non-profit Corporation Act. Each Co-Owner shall be entitled to membership and no other person or entity shall be entitled to membership in the Association. The share of a Co-Owner in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to the Co-Owner's Unit. The Association shall keep current copies of the Master Deed, all amendments to the Master Deed, and other Condominium Documents for the Condominium available at reasonable hours to Co-Owners, prospective purchasers and prospective mortgagees of Units in the Condominium. All Co-Owners in the Condominium and all persons using or entering upon or acquiring any interest in any Unit or the Common Elements of the Project shall be subject to the provisions and terms set forth in Condominium Documents.

ARTICLE 2.
ASSESSMENTS

All expenses arising from the management, administration and operation of the Association in pursuance of its authorizations and responsibilities as set forth in the Condominium Documents and the Act shall be levied by the Association against the Units and the Co-Owners in accordance with the following provisions:

Section 2.1 Assessments for Common Elements. All costs incurred by the Association in satisfaction of any, improvement or maintenance costs or liability arising within, caused by, or connected with the Common Elements and easements for which the Association has improvement, repair, reconstruction, insurance or maintenance responsibility or the administration of the Condominium Project and charges relating to insurance, repairs, improvement, reconstruction or maintenance of the Common Elements and easement areas of the Condominium shall constitute expenditures affecting the administration of the Project, and shall be billed to the Co-Owners as set forth in the Master Deed and Bylaws, and all sums received as the proceeds of, or pursuant to, any policy of insurance securing the interest of the Co-Owners against liabilities or losses arising within, caused by, or connected with the Common Elements or the administration of the Condominium Project shall constitute receipts affecting the administration of the Condominium Project, within the meaning of Section 54(4) of the Act.

Section 2.2 Determination of Assessments. Assessments shall be determined in accordance with the following provisions:

2.2.1 Budget and General Assessments. The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium Project, including a reasonable allowance for contingencies and reserves. An adequate reserve fund for maintenance, repairs and replacement of those Common Elements that must be replaced on a periodic basis shall be established in the budget and must be funded by regular monthly, annual, or other periodic assessment payments as determined by the Board of Directors, rather than by special assessments. At a minimum, the reserve fund shall be equal to ten percent (10%) of the Association's current annual budget on a noncumulative basis. Since the minimum standard required by this subparagraph may prove to be inadequate for this particular Project, the Association should carefully analyze the Condominium Project to determine if a greater amount should be set aside, or if additional reserve funds should be established for other purposes from time to time. Upon adoption of an annual budget by the Board of Directors, copies of the budget shall be delivered to each Co-Owner and the periodic assessment for said year shall be established based upon said budget, although the failure to deliver a copy of the budget to each Co-Owner shall not affect or in any way diminish the liability of any Co-Owner for any existing or future periodic assessments. Should the Board of Directors at any time determine, in the sole discretion of the Board of Directors, that the periodic assessments levied are or may prove to be insufficient to pay the costs of operation and management of the Condominium, to provide replacements of existing Common Elements, to provide additions to the Common Elements not exceeding Ten Thousand Dollars (\$10,000) or that an event of emergency exists, the Board of Directors shall have the authority to increase the general periodic assessment or to levy such additional assessment or assessments as it shall deem to be necessary. The Board of Directors also shall have the authority, without Co-Owner consent, to levy assessments pursuant to the provisions of Article 5, Section 5.4 of these Bylaws. The discretionary authority of the Board of Directors to levy assessments pursuant to this subparagraph shall rest solely with the Board of Directors for the benefit of the Association and the members thereof, and shall not be enforceable by any creditors of the Association or the members thereof.

2.2.2 Special Assessments. Special assessments, in addition to those required in subparagraph 2.2.1 above, may be made by the Board of Directors from time to time and approved by the Co-Owners as hereinafter provided to meet other needs or requirements of the Association, including, but not limited to: (1) assessments for additions to the Common Elements or costs exceeding Ten Thousand Dollars (\$10,000) for the entire Condominium Project per year, (2) assessments to purchase a Unit upon foreclosure of the lien for assessments described in Section 2.5 hereof, (3) assessments for any other appropriate purpose not elsewhere herein described. Special assessments referred to in this subparagraph 2.2.2 (but not including those assessments referred to in subparagraph 2.2.1 above, which shall be levied in the sole discretion of the Board of Directors) shall not be levied without the prior approval of more than sixty percent (60%) of all Co-Owners. The authority to levy assessments pursuant to this subparagraph is solely for the benefit of the Association and the members thereof and shall not be enforceable by any creditors of the Association or of the members thereof.

2.2.3 Special Assessment District. At some time subsequent to the initial development, it may become necessary to pave or improve some or all of the roads within or adjacent to the Condominium Project. The improvement may be financed, in whole or in part, by

the creation of a special assessment district or districts which may include the Condominium Project. The acceptance of a conveyance or the execution of a land contract by any Co-Owner or purchaser of a Unit shall constitute the agreement by such Co-Owner or purchaser, his/her heirs, executors, administrators, or assigns, that the Board of Directors of the Association shall be vested with full power and authority to obligate all Co-Owners to participate in a special assessment district, sign petitions requesting said special assessment, and consider and otherwise act on all assessment issues on behalf of the Association and all Co-Owners; provided, that prior to signature by the Association on a petition for improvement of such public roads, the desirability of said improvement shall be approved by an affirmative vote of not less than fifty one percent (51%) of the Co-Owners that own Units within the special assessment district. No consent of mortgagees shall be required for approval of said public road improvement.

Section 2.3 Apportionment of Assessments and Penalty for Default. Unless otherwise provided herein or in the Master Deed, all assessments levied against the Co-Owners to cover expenses of administration shall be apportioned among and paid by the Co-Owners in accordance with the percentage of value allocated to each Unit in Article 5 of the Master Deed, without increase or decrease for the existence of any rights to the use of any Limited Common Elements appurtenant to a Unit. Annual assessments as determined in accordance with subsection 2.2.1 above shall be payable by Co-Owners annually unless otherwise determined by the Board of Directors, commencing with acceptance of a deed to a Unit or a land contract vendee's interest in a Unit, or with the acquisition of fee simple title to a Unit by any other means. The payment of an assessment shall be in default if such assessment, or any part thereof, is not paid to the Association in full on or before the due date for such payment.

Each installment in default for ten (10) or more days shall bear interest from the initial due date thereof at the rate of seven percent (7%) per annum until each installment is paid in full. The Association may, pursuant to Article 19, Section 19.4, levy fines for the late payment in addition to such interest. Each Co-Owner (whether one or more persons) shall be, and remain, personally liable for the payment of all assessments (including fines for late payment and costs of collection and enforcement of payment) pertinent to such Co-Owner's Unit which may be levied while such Co-Owner is the Owner thereof, except a land contract purchaser from any Co-Owner including from Developer shall be so personally liable and such land contract seller shall not be personally liable for all such assessments levied up to and including the date upon which such land contract seller actually takes possession of the Unit following extinguishment of all rights of the land contract purchaser in the Unit. Payments on account of installments of assessments in default shall be applied as follows: first, to costs of collection and enforcement of payment, including reasonable attorneys' fees; second, to any interest charges and fines for late payment on such installments; and third, to installments in default in order of their due dates.

Section 2.4 Waiver of Use or Abandonment of Unit. No Co-Owner is exempt from liability for contribution toward the expenses of administration by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of the Co-Owner's Unit.

Section 2.5 Enforcement.

2.5.1 Remedies. In addition to any other remedies available to the Association, the Association may enforce collection of delinquent assessments by a suit at law for a money

judgment or by foreclosure of the statutory lien and the lien created by the Condominium Documents that secures payment of assessments. In the event of default by any Co-Owner in the payment of any installment of the annual assessment levied against such Co-Owner's Unit, the Association shall have the right to declare all unpaid installments of the annual assessment for the pertinent fiscal year immediately due and payable. The Association also may discontinue the furnishing of any utilities or other services to a Co-Owner in default upon seven (7) days' written notice to such Co-Owner of the Association's intention to do so. A Co-Owner in default shall not be entitled to utilize any of the General Common Elements of the Project and shall not be entitled to vote at any meeting of the Association so long as such default continues; provided, however, this provision shall not operate to deprive any Co-Owner of ingress or egress to and from such Co-Owner's Unit. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the Unit from the Co-Owner thereof or any persons claiming under such Co-Owner. All of these remedies shall be cumulative and not alternative and shall not preclude the Association from exercising such other remedies as may be available at law or in equity.

2.5.2 Foreclosure Proceedings. Each Co-Owner, and every other person who from time to time has any interest in the Project, shall be deemed to have granted to the Association the unqualified right to elect to foreclose the lien securing payment of assessments either by judicial action or by advertisement. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. Further, each Co-Owner and every other person who from time to time has any interest in the Project shall be deemed to have authorized and empowered the Association to sell or to cause to be sold the Unit with respect to which the assessment(s) is or are delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law. Each Co-Owner of a Unit in the Project acknowledges that at the time of acquiring title to such Unit such Co-Owner was notified of the provisions of this subparagraph and that the Co-Owner voluntarily, intelligently and knowingly waived notice of any proceedings brought by the Association to foreclose by advertisement the lien for nonpayment of assessments and a hearing on the same prior to the sale of the subject Unit.

2.5.3 Notice of Action. Notwithstanding the foregoing, neither a judicial foreclosure action nor a suit at law for a money judgment shall be commenced, nor shall any notice of foreclosure by advertisement be published, until the expiration of ten (10) days after mailing, by first class mail, postage prepaid, addressed to the delinquent Co-Owner(s) at the last known address of such Co-Owner(s), a written notice that one or more installments of the general periodic or special assessment levied against the pertinent Unit is or are delinquent and that the Association may invoke any of its remedies hereunder. Such written notice shall be accompanied by a written affidavit of an authorized representative of the Association that sets forth (1) the affiant's capacity to make the affidavit, (2) the statutory and other authority for the lien, (3) the amount outstanding (exclusive of interest, costs, attorneys' fees and future assessments), (4) the legal description of the subject Unit(s), and (5) the name(s) of the Co-Owner(s) of record. If the delinquency is not cured within the ten-day period, the Association may take such remedial action as may be available to it hereunder or under Michigan law.

2.5.4 Expenses of Collection. The expenses incurred in collecting unpaid assessments, including interest, costs, actual attorneys' fees (not limited to statutory fees) and advances for taxes or other liens paid by the Association to protect its lien, shall be chargeable to the Co-Owner in default and shall be secured by the lien on such Co-Owner's Unit.

Section 2.6 Liability of Mortgagee. Notwithstanding any other provisions of the Condominium Documents, the holder of any first mortgage covering any Unit in the Project which comes into possession of the Unit pursuant to the remedies provided in the mortgage or by deed (or assignment) in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid assessments or charges against the mortgaged Unit which accrue prior to the time such holder acquires title to the Unit.

Section 2.7 Developer's Responsibility for Assessments. The Developer of the Condominium, although a member of the Association, shall not be responsible at any time for payment of the Association assessments. Developer, however, shall at all times pay all expenses of maintaining the Units that it owns and a proportionate share of all current expenses of administration actually incurred by the Association from time to time, except expenses related to maintenance and use of the Units in the Project and other improvements constructed within or appurtenant to the Units that are not owned by Developer. For purposes of the foregoing sentence, Developer's proportionate share of such expenses shall be based upon the ratio of Units owned by Developer at the time the expense is incurred to the total number of Units then in the Project. In no event shall Developer be responsible for payment of any assessments for deferred maintenance, reserves for replacement, for capital improvements or other special assessments.

Section 2.8 Property Taxes and Special Assessments. All property taxes and special assessments levied by any public taxing authority shall be assessed in accordance with Section 131 of the Act.

Section 2.9 Personal Property Tax and Special Tax Assessment of Association Property. The Association shall be assessed as the person or entity in possession of any tangible personal property of the Condominium owned or possessed in common by the Co-Owners, and personal property taxes based thereon shall be treated as expenses of administration.

Section 2.10 Construction Lien. A construction lien otherwise arising under Act No. 497 of the Michigan Public Acts of 1980, as amended, shall be subject to Section 132 of the Act.

Section 2.11 Statements as to Unpaid Assessments. The purchaser of any Unit may request a statement of the Association as to the amount of any unpaid Association assessments thereon, whether regular or special and Related Costs described below. Upon written request to the Association accompanied by a copy of the executed purchase agreement pursuant to which the purchaser holds the right to acquire a Unit, the Association shall provide a written statement of such unpaid assessments and Related Costs as may exist or a statement that none exists, which statement shall be binding upon the Association for the period stated therein. The written statement from the Association shall also disclose the amount of interest, late charges, fines, costs and attorneys' fees due and owing with respect to the Unit ("Related Costs"). Upon the payment of that sum set forth in the Association's written statement within the period stated, the

Association's lien for assessments and Related Costs as to such Unit shall be deemed satisfied. Provided, however, the failure of a purchaser to request such statement at least five (5) days prior to the closing of the purchase of such Unit shall render any unpaid assessments and Related Costs and the lien securing same fully enforceable against such purchaser and the Unit itself, to the extent provided by the Act. Under the Act, unpaid assessments and Related Costs constitute a lien upon the Unit and the proceeds of sale thereof prior to all claims except real property taxes and first mortgages of record.

ARTICLE 3. **ARBITRATION/JUDICIAL ACTIONS AND CLAIMS**

Section 3.1 Scope and Election. Disputes, claims or grievances arising out of or relating to the interpretation or the application of the Condominium Documents, or any disputes, claims or grievances arising among or between the Co-Owners or among or between a Co-Owner and the Association, upon the election and written consent of the parties to any such disputes, claims or grievances (which consent shall include an agreement of the parties that the judgment of any circuit court of the State of Michigan may be rendered upon any award pursuant to such arbitration), and upon written notice to the Association, shall be submitted to arbitration and the parties thereto shall accept the arbitrator's decision as final and binding and judgment on such decision shall be entered by any court of competent jurisdiction, provided that no question affecting the claim of title of any person to any fee or life estate in real estate is involved. The Commercial Arbitration Rules of the American Arbitration Association as amended and in effect from time to time hereafter shall be applicable to any such arbitration. In the absence of agreement to the contrary, the arbitration shall be conducted by the American Arbitration Association. The costs of the arbitration shall be paid equally by the parties to the arbitration proceedings.

Section 3.2 Judicial Relief. In the absence of the election and written consent of the parties pursuant to Section 3.1 above, no Co-Owner or the Association shall be precluded from petitioning the courts to resolve any such disputes, claims or grievances.

Section 3.3 Election of Remedies. Such election and written consent by Co-Owners or the Association to submit any such dispute, claim or grievance to arbitration shall preclude such parties from litigating such dispute, claim or grievance in the courts.

Section 3.4 Judicial Claims and Actions. Actions on behalf of and against the Co-Owners shall be brought in the name of the Association. Subject to the express limitations on actions in these Bylaws and in the Association's Articles of Incorporation, the Association may assert, defend or settle claims on behalf of all Co-Owners in connection with the Common Elements of the Condominium. As provided in the Articles of Incorporation of the Association, the commencement of any civil action (other than one to enforce these Bylaws or collect delinquent assessments) shall require the approval of a majority in number and in value of the Co-Owners, and shall be governed by the requirements of this Section. The requirements of this Section will ensure that the Co-Owners are fully informed regarding the prospects and likely costs of any civil action the Association proposed to engage in, as well as the ongoing status of any civil actions actually filed by the Association. These requirements are imposed in order to reduce both the cost of litigation and the risk of improvident litigation, and in order to avoid the

waste of the Association's assets in litigation where reasonable and prudent alternatives to the litigation exist. Each Co-Owner shall have standing to sue to enforce the requirements of this Section. The following procedures and requirements apply to the Association's commencement of any civil action other than an action to enforce these Bylaws or to collect delinquent assessments:

3.4.1 Board of Director's Recommendation to Co-Owners. The Association's Board of Directors shall be responsible in the first instance for recommending to the Co-Owners that a civil action be filed, and supervising and directing any civil actions that are filed.

3.4.2 Litigation Evaluation Meeting. Before an attorney is engaged for purposes of filing a civil action on behalf of the Association, the Board of Directors shall call a special meeting of the Co-Owners ("litigation evaluation meeting") for the express purpose of evaluating the merits of the proposed civil action. The written notice to the Co-Owners of the date, time and place of the litigation evaluation meeting shall be sent to all Co-Owners not less than twenty (20) days before the date of the meeting and shall include the following information:

(A) A certified resolution of the Board of Directors setting forth in detail the concerns of the Board of Directors giving rise to the need to file a civil action and further certifying that:

(1) it is in the best interests of the Association to file a lawsuit;

(2) that at least one member of the Board of Directors has personally made a good faith effort to negotiate a settlement with the putative defendant(s) on behalf of the Association, without success;

(3) litigation is the only prudent, feasible and reasonable alternative; and

(4) the Board of Directors' proposed attorney for the civil action is of the written opinion that litigation is the Association's most reasonable and prudent alternative.

(B) A written summary of the relevant experience of the attorney ("litigation attorney") the Board of Directors recommends be retained to represent the Association in the proposed civil action, including the following information:

(1) the number of years the litigation attorney has practiced law; and

(2) the name and address of every condominium and homeowner association for which the attorney has filed a civil action in any court, together with the case number, county and court in which each civil action was filed.

- (C) The litigation attorney's written estimate of the amount of the Association's likely recovery in the proposed lawsuit, net of legal fees, court costs, expert witness fees and all other expenses expected to be incurred in the litigation.
- (D) The litigation attorney's written estimate of the cost of the civil action through a trial on the merits of the case ("total estimated cost"). The total estimated cost of the civil action shall include the litigation attorney's expected fees, court costs, expert witness fees, and all other expenses expected to be incurred in the civil action.
- (E) The litigation attorney's proposed written fee agreement.
- (F) The amount to be specially assessed against each Unit in the Condominium to fund the estimated cost of the civil action both in total and on a monthly per Unit basis, as required by this Section.

3.4.3 Independent Expert Opinion. If the lawsuit relates to the condition of any of the Common Elements of the Condominium, the Board of Directors shall obtain a written independent expert opinion as to reasonable and practical alternative approaches to repairing the problems with the Common Elements, which shall set forth the estimated costs and expected viability of each alternative. In obtaining the independent expert opinion required by the preceding sentence, the Board of Directors shall conduct its own investigation as to the qualifications of any expert and shall not retain any expert recommended by the litigation attorney or any other attorney with whom the Board of Directors consults. The purpose of the independent expert opinion is to avoid any potential confusion regarding the condition of the Common Elements that might be created by a report prepared as an instrument of advocacy for use in a civil action. The independent expert opinion will ensure that the Co-Owners have a realistic appraisal of the condition of the Common Elements, the likely cost of repairs to or replacement of the same, and the reasonable and prudent repair and replacement alternatives. The independent expert opinion shall be sent to all Co-Owners with the written notice of the litigation evaluation meeting.

3.4.4 Fee Agreement with Litigation Attorney. The Association shall have a written fee agreement with the litigation attorney and any other attorney retained to handle the proposed civil action. The Association shall not enter into any fee agreement that is a combination of the retained attorney's hourly rate and a contingent fee arrangement unless the existence of the agreement is disclosed to the Co-Owners in the text of the Association's written notice to the Co-Owners of the litigation evaluation meeting.

3.4.5 Co-Owner Vote Required. At the litigation evaluation meeting the Co-Owners shall vote on whether to authorize the Board of Directors to proceed with the proposed civil action and whether the matter should be handled by the litigation attorney. The commencement of any civil action by the Association (other than a suit to enforce these Bylaws or collect delinquent assessments) shall require the approval of a majority in number and in value of the Co-Owners. Any proxies to be voted at the litigation evaluation meeting must be signed at least seven (7) days prior to the litigation evaluation meeting.

3.4.6 Litigation Special Assessment. All legal fees incurred in pursuit of any civil action that is subject to this Section shall be paid by special assessment of the Co-Owners of the Association (“litigation special assessment”). The litigation special assessment shall be approved at the litigation evaluation meeting (or at any subsequent duly called and noticed meeting) by a majority in number and in value of all Co-Owners of the Association in the amount of the estimated total cost of the civil action. If the litigation attorney proposed by the Board of Directors is not retained, the litigation special assessment shall be in an amount equal to the retained attorney’s estimated total cost of the civil action, as estimated by the attorney actually retained by the Association. The litigation special assessment shall be apportioned to the Co-Owners in accordance with their respective percentage of value interests in the Condominium and shall be collected from the Co-Owners on a monthly basis. The total amount of the litigation special assessment shall be collected monthly over a period not to exceed twenty-four (24) months.

3.4.7 Attorney’s Written Report. During the course of any civil action authorized by the Co-Owners pursuant to this Section, the retained attorney shall submit a written report (“attorney’s written report”) to the Board of Directors every thirty (30) days setting forth:

- (A) The attorney’s fees, the fees of any experts retained by the attorney, and all other costs of the litigation during the thirty (30) day period immediately preceding the date of the attorney’s written report (“reporting period”).
- (B) All actions taken in the civil action during the reporting period, together with copies of all pleadings, court papers and correspondence filed with the court or sent to opposing counsel during the reporting period.
- (C) A detailed description of all discussions with opposing counsel during the reporting period, written and oral, including, but not limited to, settlement discussions.
- (D) The costs incurred in the civil action through the date of the written report, as compared to the attorney’s estimated total cost of the civil action.
- (E) Whether the originally estimated total cost of the civil action remains accurate.

3.4.8 Monthly Board Meetings. The Board of Directors shall meet monthly during the course of any civil action to discuss and review:

- (A) The status of the litigation.
- (B) The status of settlement efforts, if any.
- (C) The attorney’s written report.

3.4.9 Changes in the Litigation Special Assessment. If, at any time, during the course of a civil action, the Board of Directors determines that the originally estimated total cost of the civil action or any revision thereof is inaccurate, the Board of Directors shall immediately prepare a revised estimate of the total cost of the civil action. If the revised estimate exceeds the litigation special assessment previously approved by the Co-Owners, the Board of Directors shall call a special meeting of the Co-Owners to review the status of the litigation, and to allow the Co-Owners to vote on whether to continue the civil action and increase the litigation special assessment. The meeting shall have the same quorum and voting requirements as a litigation evaluation meeting.

3.4.10 Disclosure of Litigation Expenses. The attorneys' fees, court costs, expert witness fees and all other expenses of any civil action filed by the Association ("litigation expenses") shall be fully disclosed to Co-Owners in the Association's annual budget. The litigation expenses for each civil action filed by the Association shall be listed as a separate line item captioned "litigation expenses" in the Association's annual budget.

ARTICLE 4. **INSURANCE**

Section 4.1 Extent of Coverage. The Association shall to the extent appropriate given the nature of the General Common Elements and such common amenities or areas as may be located outside of the Condominium but placed under the management and control of this Association, carry fire and extended coverage, vandalism and malicious mischief and liability insurance, and workers compensation insurance, if applicable, pertinent to the ownership, use and maintenance of the General Common Elements of the Condominium Project and such insurance shall be carried and administered in accordance with the following provisions. Limited Common Element insurance shall be the responsibility of the Co-Owners to which such Limited Common Elements are appurtenant.

4.1.1 Responsibilities of Association. All such insurance shall be purchased by the Association for the benefit of the Association, and the Co-Owners and their mortgagees, as their interests may appear, and provision shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees of Co-Owners.

4.1.2 Insurance on Common Elements. All General Common Elements of the Condominium Project if insurable shall be insured against fire and other perils covered by a standard extended coverage endorsement, if appropriate, in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association in consultation with the Association's insurance carrier and/or its representatives in light of commonly employed methods for the reasonable determination of replacement costs. Such coverage shall be effected upon an agreed-amount basis for the entire Condominium Project with appropriate inflation riders in order that no co-insurance provisions shall be invoiced by the insurance carrier in a manner that will cause loss payments to be reduced below the actual amount of any loss (except in the unlikely event of total project destruction if the insurance proceeds failed for some reason, to be equal to the total cost of replacement). All information in the Association's records regarding insurance coverage shall be made available to all Co-Owners upon request and reasonable notice during normal business

hours so that Co-Owners shall be enabled to judge the adequacy of coverage and, upon the taking of due Association procedures, to direct the Board at a properly constituted meeting to change the nature and extent of any applicable coverages, if so determined. Upon such annual re-evaluation and effectuation of coverage, the Association shall notify all Co-Owners of the nature and extent of all changes in coverages.

4.1.3 Liability Insurance. The Association shall carry liability insurance on the General Common Elements and the assets of the Association, and, to the extent reasonably available, shall carry officer's and director's liability insurance insuring its officers and directors.

4.1.4 Premium Expenses. All premiums for insurance purchased by the Association pursuant to these Bylaws shall be expenses of administration.

4.1.5 Proceeds of Insurance Policies. Proceeds of all insurance policies owned by the Association shall be received by the Association, held in a separate account and distributed to the Association, and the Co-Owners and their mortgagees, as their interests may appear. Provided, however, whenever repair or reconstruction of the Condominium shall be required as provided in Article 5 of these Bylaws, the proceeds of any insurance received by the Association as a result of any loss requiring repair or reconstruction shall be applied for such repair or reconstruction and in no event shall hazard insurance proceeds be used for any purpose other than for repair, replacement or reconstruction of the Project unless two-thirds (2/3) of the institutional holders of first mortgages on Units in the Project have given their prior written approval.

Section 4.2 Authority of Association to Settle Insurance Claims. Each Co-Owner, by ownership of a Unit in the Condominium Project, shall be deemed to have appointed the Association as such Co-Owner's true and lawful attorney-in-fact to act in connection with all matters concerning the maintenance of fire and extended coverage, vandalism and malicious mischief, liability insurance and workers compensation insurance, if applicable, pertinent to the Condominium Project and the General Common Elements thereof; and with such insurer as may, from time to time, provide such insurance for the Condominium Project. Without limitation on the generality of the foregoing, the Association as said attorney shall have full power and authority to purchase and maintain such insurance, to collect and remit premiums therefore, to collect proceeds and to distribute the same to the Association, the Co-Owners and respective mortgagees, as their interests may appear (subject always to the Condominium Documents), to execute releases of liability and to execute all documents and to do all things on behalf of such Co-Owner and the Condominium as shall be necessary or convenient to the accomplishment of the foregoing.

Section 4.3 Responsibility of Co-Owners. Each Co-Owner shall be responsible for obtaining fire and extended coverage and vandalism and malicious mischief insurance with respect to such Co-Owner's structure and all other improvements constructed or to be constructed within the perimeter of the Co-Owner's Condominium Unit, together with the Limited Common Elements appurtenant to the Co-Owner's Unit, whether located within or outside the perimeter of the Unit, and for the Co-Owner's personal property located therein or elsewhere on the Condominium Project. All such insurance shall be carried by each Co-Owner in an amount equal to the maximum insurable replacement value, excluding foundation and

excavation costs. In the event of the failure of a Co-Owner to obtain such insurance, the Association may obtain such insurance on behalf of such Co-Owner and the premiums therefore shall constitute a lien against the Co-Owner's Unit which may be collected from the Co-Owner in the same manner that Association assessments are collected in accordance with Article 2. Each Co-Owner also shall be obligated to obtain insurance coverage for the Co-Owner's personal liability for occurrences within the perimeter of the Co-Owner's Condominium Unit or within the structure located thereon and on the Limited Common Elements appurtenant thereto (regardless of where located), and also for alternative living expenses in the event of fire. The Association shall under no circumstances have any obligation to obtain any of the insurance coverage described in this Section 4.3 or any liability to any person for failure to do so.

Section 4.4 Waiver of Right of Subrogation. The Association and all Co-Owners shall use their best efforts to cause all property and liability insurance carried by the Association or any Co-Owner to contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any Co-Owner or the Association.

Section 4.5 Indemnification. Each individual Co-owner shall indemnify and hold harmless every other Co-owner, the Developer and the Association for all damages and costs, including attorneys' fees, which such other Co-owners, the Developer or the Association may suffer as a result of defending any claim arising out of an occurrence on or within such individual Co-owner's Unit or appurtenant Limited Common Elements and shall carry insurance to secure this indemnity if so required by the Developer (and thereafter the Association). This Section 4.5 shall not, however, be construed to give any insurer any subrogation right or other right or claim against any individual Co-owner.

ARTICLE 5.

RECONSTRUCTION OR REPAIR

Section 5.1 Determination to Reconstruct or Repair. If any part of the Condominium Project shall be damaged, the determination of whether or not it shall be reconstructed or repaired shall be made in the following manner:

5.1.1 General Common Elements. If the damaged property is a General Common Element, the damaged property shall be rebuilt or repaired unless it is determined by unanimous vote of all the Co-Owners and mortgagees in the Condominium that the Condominium shall be terminated.

5.1.2 Unit or Improvements Thereon. If the damaged property is a Unit or appurtenant Limited Common Elements or any improvements thereon, the Co-Owner of such Unit alone shall determine whether to rebuild or repair the damaged property, subject to the rights of a mortgagee or other person or entity having an interest in such property, and such Co-Owner shall be responsible for any reconstruction or repair that such Co-Owner elects to make. The Co-Owner shall in any event remove all debris and restore the Unit and the improvements thereon to a clean and slightly condition satisfactory to the Association as soon as reasonably possible following the occurrence of the damage.

Section 5.2 Repair in Accordance with Master Deed. Any such reconstruction or repair shall be substantially in accordance with the Master Deed unless eighty (80%) percent of the Co-Owners shall decide otherwise.

Section 5.3 Co-Owner Responsibility for Repair. Each Co-Owner shall be responsible for the reconstruction, repair and maintenance of any structure and other improvements constructed within the perimeter of the Co-Owner's Unit and any appurtenant Limited Common Elements. In the event damage to a structure or to any Limited Common Elements appurtenant thereto is covered by insurance held by the Association, then the reconstruction or repair shall be the responsibility of the Association in accordance with Section 5.4 of this Article 5. If and to the extent that any structure is covered by insurance held by the Association for the benefit of the Co-Owner, the Co-Owner shall be entitled to receive the proceeds of insurance relative thereto, and if there is a mortgagee endorsement, the proceeds shall be payable to the Co-Owner and the mortgagee jointly. In the event of substantial damage to or destruction of any Unit or any improvements located thereon or any part of the Common Elements, the Association shall promptly so notify each institutional holder of a first mortgage lien on any of the Units in the Condominium.

Section 5.4 Association Responsibility for Repair. Except as otherwise provided in Section 5.3 above and in the Master Deed, the Association shall be responsible for the reconstruction, repair and maintenance of the General Common Elements. Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance, repair and reconstruction, the Association shall obtain reliable and detailed estimates of the cost to replace the damaged property in a condition as good as that existing before the damage. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction or repair required to be performed by the Association, or if at any time during such reconstruction or repair, or upon completion of such reconstruction or repair, the funds for the payment of the cost thereof are insufficient, special assessment shall be made against all Co-Owners for the cost of reconstruction or repair of the damaged property in sufficient amounts to provide funds to pay the estimated or actual cost of repair.

Section 5.5 Timely Reconstruction and Repair. If damage to Common Elements or of a Unit adversely affects the appearance of the Project, the Association or Co-Owner responsible for the reconstruction, repair and maintenance thereof shall proceed with replacement of the damaged property without delay.

Section 5.6 Eminent Domain. Section 133 of the Act and the following provisions shall control upon any taking by eminent domain:

5.6.1 Taking of Unit. In the event of any taking of an entire Unit (or of all the improvements located within the perimeter thereof) by eminent domain, the award for such taking shall be paid to the Co-Owner of such Unit and the mortgagee thereof, as their interests may appear. After acceptance of such award by the Co-Owner and the Co-Owner's mortgagee, they shall be divested of all interest in the Condominium Project. In the event that any condemnation award shall become payable to any Co-Owner whose Unit is not wholly taken by eminent domain, then such award shall be paid by the condemning authority to the Co-Owner and the Co-Owner's mortgagee, as their interest may appear.

5.6.2 Taking of Common Elements. If there is any taking of any portion of the Condominium other than any Unit, the condemnation proceeds relative to such taking shall be paid to the Co-Owners and their mortgagees in proportion to their respective interests in the Common Elements and the affirmative vote of more than two-thirds (2/3) of the Co-Owners shall determine whether to rebuild, repair or replace the portion so taken or to take such other action as they deem appropriate.

5.6.3 Continuation of Condominium After Taking. In the event the Condominium Project continues after taking by eminent domain, then the remaining portion of the Condominium Project shall be re-surveyed and the Master Deed amended accordingly, and, if any Unit shall have been taken, then Article 5 of the Master Deed shall also be amended to reflect such taking and to proportionately readjust the percentages of value of the remaining Co-Owners based upon the continuing value of the Condominium as one hundred percent (100%). Such amendment may be effected by an officer of the Association duly authorized by the Board of Directors without the necessity of execution or specific approval thereof by any Co-Owner or other person having any interest whatever in the Project, as mortgagee or otherwise.

5.6.4 Notification of Mortgagees. In the event any Unit (or improvements located within the perimeter thereof) in the Condominium, or any portion thereof, or the Common Elements or any portion thereof, is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the Association promptly shall so notify each institutional holder of first mortgagee lien on any of the Units in the Condominium.

Section 5.7 Notification of FNMA. In the event any mortgage in the Condominium is held by the Federal National Mortgage Association ("FNMA") then, upon request by FNMA, the Association shall give it written notice at such address as it may, from time to time, direct of any loss to or taking of the Common Elements of the Condominium if the loss or taking exceeds Ten Thousand Dollars (\$10,000.00) in amount, or if damage to a Condominium Unit covered by a mortgage purchased in whole or in part by FNMA exceeds One Thousand Dollars (\$1,000.00).

Section 5.8 Priority of Mortgagee Interests. Nothing contained in the Condominium Documents shall be construed to give a Condominium Unit Owner, or any other party, priority over any rights of first mortgagees of Condominium Units pursuant to their mortgages in the case of a distribution to Condominium Unit Owners of insurance proceeds or condemnation awards for losses to or a taking of Condominium Units and/or Common Elements.

ARTICLE 6.

RESTRICTIONS/ARCHITECTURAL CONTROL

All of the Units in the Condominium and appurtenant Limited Common Elements shall be held, used and enjoyed subject to the following limitations and restrictions:

Section 6.1 Compliance with Entitlements. The Condominium is subject to all permits, approvals and entitlements obtained in connection with the establishment of the Condominium (collectively the "Entitlements"). It is the responsibility of the Co-owner to

confirm that any desired use of their Unit and/or development of any residence within their Unit satisfies the requirements of the foregoing documents.

Section 6.2 Land And Building Use Restrictions. All Units shall be used for private residential purposes only. One residence shall be erected, re-erected, placed or maintained or permitted to remain on a Unit and only within permitted locations within the Unit. No other accessory building or structure including, but not limited to carports, may be erected in the Condominium without the prior written consent of Developer. Any accessory building must comply with all applicable Township Ordinances and Codes and the Entitlements. Notwithstanding the foregoing, Developer or a builder designated by Developer may erect and maintain model and / or inventory homes on any Units owned by Developer or a designated builder until such time as all Units which Developer or its designated builder own are sold. The Common Elements shall be used only for purposes consistent with such residential use.

Section 6.3 Dwelling Quality and Size. It is the intention and purpose of this Master Deed and Bylaws to insure that all dwellings in the Condominium are of a quality, design, workmanship and materials approved by Developer. All dwellings shall be constructed in accordance with the applicable governmental building codes, ordinances and/or regulations and shall be consistent with such standards as may be required by this Master Deed and Bylaws or by Developer, its successors and/or assigns. The minimum square footage of floor area of a dwelling, exclusive of garages, patios, decks, open porches, entrance porches and basements shall be not less than _____ square feet. Adjust to reflect the following: two story colonials 2400sq ft, ranch homes 1400 sq ft and first floor master homes 1600sq ft

Section 6.4 Building Location. All buildings and structures shall be located on each Unit in accordance with the requirements of the Township set forth in its zoning ordinance, the site plan approval for the Project and the Entitlements.

Section 6.5 Unit Size. The minimum size of each Unit shall be the Unit size established for the Unit in the attached Condominium Subdivision Plan. In the event more than one (1) Unit, or part of a Unit, are developed as a single unit (and except as to the obligation of each Co-Owner for any assessments made against each separate Unit), all restrictions set forth in this Master Deed and Bylaws shall apply to such resulting unit in the same manner as to any single Unit.

Section 6.6 Driveways. Access driveways and other paved areas for vehicular use on a Unit shall have a base of compacted sand, gravel, crushed stone or other approved base material and shall have a wearing surface of concrete or asphalt or the equivalent thereof, as such will be determined by the Developer for the first residential structure built on a Unit. Plans for driveways, pavement edging or markers must be approved by Developer in writing prior to commencing any construction in accordance with such plans and comply with the ordinances and any applicable engineering standards of the Township.

Section 6.7 Natural Drainage Ways. Where there exists on any Unit(s) a condition of accumulation of storm water remaining over an extended period of time, the Co-Owner may, with the written approval of Developer, take such steps as shall be necessary to remedy such condition provided that such remedy complies with the Entitlements and no obstructions or

diversions of existing storm drain swales and channels, over and through which storm water naturally flows upon or across any Unit, shall be made by an Co-Owner in a manner as to cause damage to other property.

Section 6.8 Building Materials. Exterior building materials may be stone, brick, wood, vinyl siding or any other material blending with the architecture and natural landscape and approved by Developer.

Section 6.9 Home Occupations and Nuisances. No home occupation or profession or commercial activity that requires members of the public to visit an Co-Owner's home or requires commercial vehicles to travel to and from the Co-Owner's home shall be conducted in any dwelling located in the Condominium with the exception of model homes owned by, and the sales activities of, the Developer or builders, developers and real estate companies which own or hold any Units for resale to customers in the ordinary course of business. Any such home occupation, profession, or commercial activity must comply with all applicable Township Ordinances. No noxious or offensive activities shall be carried on in or upon any Units or the Common Elements nor any activity which may be, or may become, an annoyance or nuisance to the neighborhood, other than normal construction activity, all of which must comply with all applicable Township Ordinances. No burning of refuse shall be permitted outside the dwelling, except that the burning of leaves shall be permitted if allowed by ordinance of the Township, provided that it does not become offensive or a nuisance.

Section 6.10 Plant Diseases Or Noxious Insects. No plants, seeds or other material harboring or breeding infectious plant diseases or noxious insects shall be introduced or maintained upon any part of a Unit or appurtenant Limited Common Elements.

Section 6.11 Damaged Dwellings And Reconstruction. All permanent dwellings shall be completed within two (2) years from the commencement of construction. No old or used buildings of any kind shall be moved or reconstructed on any Unit. Any damaged or destroyed building for which repair or reconstruction has not commenced within six (6) months from the date of damage or destruction, shall be removed so that there are no ruins or debris remaining within six (6) months from the date of damage or destruction. Any building which is not completed within two (2) years from commencement of construction or any damage or destruction not promptly remedied shall be deemed a nuisance and may be abated by Developer or the Association, as provided by law. Any portion of the Condominium within any public or private road or right-of-way which is disturbed by reason of any work or activity performed by an Co-Owner, or an Co-Owner's agents, employees, contractors shall be restored by the Co-Owner, at the Co-Owner's sole expense, to its condition immediately prior to the commencement of such work or activity in compliance with applicable Township Ordinances. Such restoration shall be performed within a reasonable time, and in no event later than the date of completion of any work or activity on the Co-Owner's Unit.

Section 6.12 Soil Removal. Soil removal from Units shall not be permitted, except as required for construction purposes and as permitted by Developer. In addition, all construction shall be subject to the requirements of the Michigan Soil Erosion and Sedimentation Control Act, as amended, and all other applicable statutes, ordinances, rules and regulations of all governmental agencies having jurisdiction over such activities.

Section 6.13 Underground Wiring. No permanent lines or wires for communication or other transmission of electrical or power (except transmission lines located on existing or proposed easements) shall be constructed, placed or permitted to be placed anywhere above ground on a Unit other than within buildings or structures.

Section 6.14 Maintenance Of Side Strips. Co-Owners of Units shall be responsible for the maintenance of parkways or rights-of-way located between the line of the Co-Owner's Unit and the edge of adjacent street pavement.

Section 6.15 Tree Removal. No tree may be removed from any Unit or Common Element without Developer's prior written approval during the Construction and Sales Period and thereafter by the Association.

Section 6.16 Performance Of Construction. No building shall be erected on any Unit except by a contractor licensed by the State of Michigan for such purpose.

Section 6.17 Vehicular Parking and Storage. No trailer, mobile home, bus, boat trailer, boat, camping vehicle, motorcycle, recreational vehicle, commercial or inoperative vehicle of any description shall at any time be parked, stored or maintained on any Unit, unless stored fully enclosed within an attached garage or similar structure; provided, however, that builders' sales and construction trailers, trucks and equipment may be parked and used on any Unit during construction operations. No commercial vehicle lawfully upon any Unit for business shall remain on such Unit except in the ordinary course of business and in conformity with all applicable laws and/or ordinances.

Section 6.18 Garbage and Refuse. Trash, garbage or other waste shall be kept only in closed, sanitary containers and shall be promptly disposed of so as not to be objectionable to neighboring property Co-Owners. No outside storage for refuse or garbage shall be maintained or used. The burning or incineration of rubbish, trash, construction materials or other waste outside of any residential dwelling is prohibited. If the Township, by ordinance, has a mandatory rubbish removal and waste recycling program, each Co-owner shall participate in such program and shall be billed separately by the Township for such services.

Section 6.19 Landscaping and Grass Cutting. Upon completion of construction of a residential dwelling on any Unit, the Co-Owner shall cause the Unit to be finish graded, sodded, irrigated and landscaped in accordance with the plans approved by the Architectural Control Committee. The Co-Owner shall be responsible for all mowing and lawn maintenance within the Unit, including, but not limited to, the maintenance of any additional planting or landscaping added by the Co-Owner.

Section 6.20 Swimming Pools, Tennis Courts And Other Structures. No swimming pools, tennis courts, or other similar recreational structures shall be constructed on any Unit. Without Developer approval.

Section 6.21 Lawn Fertilization. The Township may regulate the type of fertilizers that may be used on any Unit.

Section 6.22 Signs. No signs or any kind shall be displayed to the public view on any Unit excepting one (1) professional sign of not more than five (5) square feet advertising the property for sale or rent. Such signs as are allowed must be maintained in good condition at all times and removed on the termination of their use. The foregoing restrictions contained in this Section 6.22 shall not apply to signs installed or erected on any Unit by Developer or any builder who owns Units for resale in the ordinary course of business, during any construction period or during such periods as any residence may be used as a model or for display purposes. All signs must comply with any Township Ordinance regarding signs. No exterior illumination of any kind shall be placed or allowed on any portion of a Unit other than on a residential dwelling, unless first approved by Developer. Developer shall approve such illumination only if the type, intensity and style thereof are compatible with the style and character of the development of the Unit. All signs shall be in compliance with applicable ordinances.

Section 6.23 Objectionable Sights. Aboveground, below ground exterior fuel tanks or other storage tanks are not permitted. The stockpiling and storage of building and landscape materials and/or equipment are not permitted on any Unit or appurtenant Limited Common Elements, except such materials and/or equipment as may be used within a reasonable length of time and otherwise in accordance with applicable Township Ordinances. In no event shall the storage of landscape materials extend for a period of more than thirty (30) days. No laundry drying equipment shall be erected or used outdoors and no clothes lines or laundry shall be hung for drying outside of the dwelling.

Section 6.24 Maintenance. The Co-Owner of each Unit and the occupants of any portion of the Unit shall keep all buildings and grounds in good condition and repair.

Section 6.25 Real Estate Sales Office. Notwithstanding anything to the contrary contained in this Master Deed and Bylaws, Developer, and/or any builder which Developer may designate, may construct and maintain on any Unit(s) a real estate sales office, with such promotional signs as Developer or builder may determine and/or a model home or homes for such purposes. Developer and any designated builder may continue such activity until such time as all of the Units in which Developer or builder have an interest are sold.

Section 6.26 Storm Water System and Facilities. No storm drainage or detention area shall be modified in any manner and no use or occupation shall occur by any person or entity other than Developer or its authorized representatives unless permits and approvals for such modification, use or occupation have been granted by all governmental units or agencies having jurisdiction over such storm drainage area or detention area.

Section 6.27 Leasing and Rental.

6.27.1 Right to Lease. A Co-Owner may lease a Co-Owner's Unit for the same purposes set forth in Section 6.2 of these Bylaws provided that written disclosure of such lease transaction is submitted to the Board of Directors of the Association in the manner specified below. With the exception of a lender in possession of a Unit following a default of the first mortgage, foreclosure or deed or other arrangement in lieu of foreclosure, no Co-Owner shall lease less than an entire Unit in the Condominium and no tenant shall be permitted to occupy except under a lease the initial term of which is at least six (6) months unless specifically

approved in writing by the Association. The terms of all leases, occupancy agreements and occupancy arrangements shall incorporate, or be deemed to incorporate, all of the provisions of the Condominium Documents. The Developer, or its assigns, may lease any number of Units in the Condominium in its discretion and shall not be subject to the foregoing, or the leasing procedures set forth below, except for disclosure of the leasing arrangement to the Association. These leasing provisions may not be revised prior to the Transitional Control Date without Developer's prior written consent and may not be materially amended without Developer's prior written consent so long as Developer owns a Unit.

6.27.2 Leasing Procedures. The leasing of Units in the Project shall conform to the following provisions:

6.27.2.1 A Co-Owner desiring to rent or lease a Unit, shall disclose that fact in writing to the Association at least ten (10) days before presenting a lease form or otherwise agreeing to grant possession of a Condominium Unit to a potential lessee of the Unit and, at the same time, shall supply the Association with a copy of the exact lease form for its review for its compliance with the Condominium Documents. If no lease form is to be used, then the Co-Owner shall supply the Association with the name and address of the potential lessee, along with the rental amount and the due dates under the proposed agreement.

6.27.2.2 Tenants or non-owner occupants shall comply with all of the conditions of the Condominium Documents of the Condominium Project and all leases and rental agreements shall so state.

6.27.2.3 If the Association determines that the tenant or non-owner occupant has failed to comply with the conditions of the Condominium Documents, the Association shall take the following action:

6.26.2.3.1 The Association shall notify the Co-Owner by Certified Mail advising of the alleged violation by the tenant.

6.26.2.3.2 The Co-Owner shall have fifteen (15) days after receipt of such notice to investigate and correct the alleged breach by the tenant or advise the Association that a violation has not occurred.

6.27.2.4 If after fifteen (15) days the Association believes that the alleged breach is not cured or may be repeated, it may institute on its behalf or derivatively by the Co-Owners on behalf of the Association, if it is under the control of the Developer, an action for eviction against the tenant or non-owner occupant and simultaneously for money damages in the same action against the Co-Owner and tenant or non-owner occupant for breach of the condition of the Condominium Documents. The relief provided in this subparagraph may be by summary proceeding. The Association may hold both the tenant and the Co-Owner liable for any damages to the Common Elements caused by the Co-Owner or tenant in connection with the Unit or Condominium Project.

6.27.2.5 When a Co-Owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to the tenant occupying a Co-Owner's Unit under a lease or rental agreement and the tenant, after receiving the notice, shall deduct from rental payments due the Co-Owner the arrearage and further assessments as they fall due and pay them to the Association. The deductions shall not constitute a breach of the rental agreement or lease by the tenant. If the tenant, after being notified, fails or refuses to remit rent otherwise due the Co-Owner to the Association, then the Association may do the following:

6.26.2.5.1 Issue a statutory notice to quit for non-payment of rent to the tenant and shall have the right to enforce that notice by summary proceeding.

6.26.2.5.2 Initiate proceedings pursuant to 6.26.2.4 above.

Section 6.28 Architectural Controls. The purpose of architectural controls is to promote an attractive, harmonious residential development having continuing appeal. Accordingly, unless and until the construction plans and specification are submitted to, and approved in writing by, Developer in accordance with the provisions of Section 6.29 below, (i) no building, fence, wall, deck or other structure shall be constructed, erected or maintained, and (ii) no addition, change or alteration shall be made to any existing building, fence, wall, deck or other structure except interior alterations.

Section 6.29 Submission Of Plans And Plan Approval.

6.29.1 All construction plans, specifications and related materials pertaining to construction or alteration of a building, fence, wall or other structures shall be filed by the applicant for approval in the office of Developer, or with any agent specified by Developer. The construction plans, specifications and related materials shall show the nature, kind, shape, height, materials (including samples of exterior building materials upon request), ~~approximate cost of the building, fence, wall, deck or other structure~~, proposed drainage of surface water, and the location and grade of all buildings, structures, decks, improvements, utilities and parking areas. Developer shall have sole authority to review, approve or disapprove the plans, specifications and related materials or any part thereof. Developer shall have the right to refuse to approve the proposed plans, specifications and related materials, or grading plans, or portions thereof, which are not suitable or desirable in the sole discretion of Developer, for aesthetic or other reasons. In its review of the plans, specifications, and related materials, Developer may consider compatibility of the proposed building, fence, wall, deck or other structures with the surroundings area and the view from adjacent or neighboring properties. Natural landscaping and trees shall be left in their natural state to the extent practical.

6.29.2 A report in writing setting forth the decision of Developer, and the reasons therefor, shall be furnished to the applicant by Developer within thirty (30) days from the date of filing of complete plans, specifications and related materials by the applicant. Developer will aid and cooperate with prospective builders and Co-Owners and make suggestions based upon Developer's review of preliminary sketches. Prospective builders and Co-Owners are

encouraged to submit preliminary sketches for informal comment prior to submission of final plans and specifications. If Developer fails to give written notice of approval of any final plans, specifications and related materials submitted to Developer under this Section within thirty (30) days from the date of submission of complete plans, specifications and related materials, then the submitted plans, specifications and related materials shall be deemed disapproved by Developer. Developer shall be entitled to charge each applicant a review fee in an amount not to exceed Two Hundred Fifty and 00/100 (\$250.00) Dollars, to reimburse Developer for any actual costs incurred in connection with the review of the applicant's plans, specifications and related materials.

6.29.3 Neither Developer nor any person(s) or entity(ies) to which Developer delegates any of its rights, duties or obligations hereunder, including, without limitation, the Association and Architectural Control Committee referred to in Section 6.30 below, shall incur any liability whatsoever for approving or failing or refusing to approve all or any part of any submitted plans, specifications and related materials. Developer reserves the right to enter into agreements with the Co-Owner of any Unit(s) (without the consent of Co-Owners of other Units or adjoining or adjacent property) to deviate from any or all of the restrictions set forth in these Bylaws, provided that the Co-Owner demonstrates that the application of the particular restriction(s) in question would create practical difficulties or hardships. Any such deviation shall be evidenced by a written agreement and no such deviation or agreement shall constitute a waiver of any such restriction as to any other Unit or Co-Owner.

Section 6.30 Architectural Control Committee. At such time as the fee simple interest in one hundred (100%) percent of the Units in the Condominium have been conveyed by Developer, or, at such earlier time as Developer may elect, Developer shall assign all of its rights, duties and obligations as set forth in this Article 6 of these Bylaws to a committee of the Association ("Architectural Control Committee") or to the Association. The assignment shall be by a written recorded instrument in which the assignee expressly accepts such rights, duties and obligations. Such instrument when executed by the assignee shall, without further act, release Developer from all such obligations and duties. If such assignment is made, the acts and decisions of the assignee as to any matters assigned shall be binding upon all Unit Co-Owners and other interested parties. If Developer assigns its rights, duties and obligations under this Article 6 to an Architectural Control Committee, the Architectural Control Committee shall consist of no less than three (3) Members and no more than five (5) Members, to be appointed by Developer. Developer may assign its right to appoint members of the Architectural Control Committee to the Association. Until such time, however, Developer reserves the right to appoint Members to and remove Members from the Architectural Control Committee in its sole discretion.

Section 6.31 Changes in Common Elements. No Co-Owner shall make changes in any of the Common Elements, Limited or General, without the prior written approval of the Board of Directors.

Section 6.32 Rules and Regulations. It is intended that the Board of Directors of the Association may make rules and regulations from time to time to reflect the needs and desires of the majority of the Co-Owners in the Condominium. Reasonable regulations consistent with the Act, the Master Deed and these Bylaws concerning the use of the Common Elements may be

made and amended from time to time by any Board of Directors of the Association, including the first Board of Directors (or its successors) prior to the Transitional Control Date. Copies of all such rules, regulations and amendments thereto shall be furnished to all Co-Owners.

Section 6.33 Right of Access of Association. The Association or its duly authorized agents shall have access to each Unit thereon from time to time, during reasonable working hours, upon notice to the Co-Owner thereof, as may be necessary for the maintenance, repair or replacement of any of the Common Elements. The Association or its agents shall also have access to each Unit thereon at all times without notice as may be necessary to make emergency repairs to prevent damage to the Common Elements or to any Unit or to the improvements thereon. In the event of an emergency, the Association may gain access in such manner as may be reasonable under the circumstances and shall not be liable to such Co-Owner for any necessary damage to such Co-Owner's Unit.

Section 6.34 General Common Element and Easement Maintenance. Roads and walkways shall not be obstructed nor shall they be used for purposes other than for which they are reasonably and obviously intended. All General Common Elements shall be maintained by the Association unless otherwise provided in the Master Deed or Bylaws.

Section 6.35 Co-Owner Maintenance. Each Co-Owner shall maintain such Co-Owner's Unit and the improvements thereon, including the dwelling, inside and out, the driveway, and the yard in a safe, clean and sanitary condition. Each Co-Owner shall also use due care to avoid damaging any of the Common Elements including, but not limited to, the telephone, water, gas, plumbing, electrical or other utility conduits and systems which are appurtenant to or which may affect any other Unit. Each Co-Owner shall be responsible for damages or costs to the Association resulting from negligent or intentional damage to or misuse of any of the Common Elements by such Co-Owner, or the Co-Owner's family, guests, agents or invites, unless such damages or costs are covered by insurance carried by the Association (in which case there shall be no such responsibility, unless reimbursement to the Association is limited by virtue of a deductible provision, in which case the responsible Co-Owner shall bear the expense to the extent of the deductible amount). Any costs or damages to the association may be assessed to and collected from the responsible Co-Owner in the manner provided in Article 2 hereof.

Section 6.36 Reserved Rights of Developer.

6.36.1 Developer's Rights in Furtherance of Development and Sales. None of the restrictions contained in this Article 6 shall apply to the commercial activities or signs or billboards, if any, of Developer during the Construction and Sales Period or of the Association in furtherance of its powers and purposes set forth in the Condominium Documents, as they may be amended from time to time. Developer shall have the right during the Construction and Sales Period to maintain a sales office, a business office, a construction office, model units, storage areas and reasonable parking incident to the foregoing and such access to, from and over the Project as may be reasonable to enable development and sale of the Project by Developer. Developer shall restore the areas so used to habitable status upon termination of such use. The rights of assignment reserved to the Developer in Article 20 below shall include the right to permit the maintenance and use of sales offices, model units, advertising display signs, storage

areas and reasonable parking incident to the foregoing by to one or more Residential Builders, who may exercise such rights simultaneously with the Developer.

6.36.2 Enforcement of Condominium Documents. The Condominium shall at all times be maintained in a manner consistent with the highest standards of a beautiful, serene, private residential community for the benefit of the Co-Owners and all persons interested in the Condominium. If at any time the Association fails or refuses to carry out its obligation to maintain, repair, replace and landscape the Condominium in a manner consistent with the maintenance of such high standards, then Developer, or any entity to which Developer may assign this right, at its option, may elect to maintain, repair and/or replace any Common Elements and/or to do any landscaping required by these Bylaws and to charge the cost thereof to the Association as an expense of administration. Developer shall have the right to enforce these Bylaws throughout the Construction and Sales Period, which right of enforcement may include (without limitation) an action to restrain the Association or any Co-Owner from any activity prohibited by these Bylaws, regardless of any provision otherwise requiring arbitration.

Section 6.37 Unsightly Conditions. It shall be the responsibility of each Unit Owner to prevent any unclean, unsightly or unkempt conditions of buildings or ground on the Owner's Unit that tend to substantially decrease the beauty of the Development as a whole or any specific area thereof. No lawn ornaments, sculptures or statues shall be placed or permitted to remain on any Unit.

Section 6.38 Temporary Structures. Trailers, tents, shacks, tool sheds, barns or any temporary buildings of any design whatsoever are expressly prohibited within the Development and no temporary dwelling shall be permitted in an unfinished residential building. This shall not prevent the erection of a temporary storage building for materials and supplies to be used in the construction of a Unit, and which shall be removed from the premises on completion of the structure, and shall not prevent use by any builder or contractor of trailers for material storage or model offices during the period of construction in the Development, provided the same shall be removed at the completion of such construction.

Section 6.39 Animals or Pets. No animals or fowl (except household pets) shall be kept or maintained on any Unit. Any pets kept in the Project or property in the Development shall have such care and restraint as not to be obnoxious on account of noise, odor or unsanitary conditions. No savage or dangerous animal shall be kept. No animal may be permitted to run loose upon the Common Elements, and any animal shall at all times be attended by a responsible person while on the Common Elements. Any person who causes or permits an animal to be brought or kept on the Development shall indemnify and hold harmless the Association and Master Association for any loss, damage or liability which the Association or Master Association, respectively, may sustain as a result of the presence of such animal on the Development.

Section 6.40 Refuse and Stored Materials. No Unit shall be used or maintained as a dumping ground or for outside storage for rubbish, trash, garbage or other materials. Other waste shall be kept in a sanitary container, properly concealed from public view. The Board of Directors of the Association may designate a day of the week on which all trash pick-up in the Development shall occur. No trash shall be put out earlier than the morning of the day

designated for pick-up and all containers shall be removed by the end of such day. No burning of refuse shall be permitted outside the dwelling, except that the burning of leaves shall be permitted if allowed by ordinance of the Township, provided that it does not become offensive or a nuisance.

Section 6.41 Mail Boxes. All mail boxes of the Project shall be of uniform size, location, color and same design in compliance with the standards set forth by the Developer.

Section 6.42 Solar Panels. No solar panel, solar collector or similar device shall be placed, constructed, altered, or maintained on any Unit or placed, constructed, altered, or maintained on any Unit. Without developer approval

Section 6.43 Television Antenna and Similar Devices. No outside television antenna or other antenna, or aerial, saucer, dish, receiving device, signal capture and distribution device or similar device shall be placed, constructed, altered or maintained on any Unit, unless the device is a so called “mini dish” (not to exceed 18 inches in diameter) located in a location that is fully screened from view and approved by the Board of Directors of the Association and in compliance with any Township Ordinance. The provisions of this subsection shall not apply to those devices covered by 47 C.F.R. § 1.4000, promulgated pursuant to the Telecommunications Act of 1996, Pub. L. No. 104. 110, § 207 Stat. 56 (1996), as amended.

Section 6.44 Air Conditioning Units. No external air conditioning unit shall be placed in or attached to a window or wall of any Unit. No compressor or other component of a central air conditioning system (or similar system, such as a heat pump) shall be so located on any Unit so as to be visible from the public street on which the Unit fronts, and, to the extent reasonably possible, all such external equipment shall be so located on any Unit so as to minimize the negative impact thereof on any adjoining Unit, in the terms of noise and appearance.

Section 6.45 Fences and Walls, Dog Runs. No fences assuming the township ordinances allow it I don't see why fencing would not be allowed as long as there is developer / association approval or walls shall be permitted on any Unit. Dog kennels or runs or other enclosed shelters for animals are expressly prohibited.

Section 6.46 Public Utilities. All public utilities such as water main, sanitary sewers, storm sewers, gas mains, electric and telephone local distribution lines, cable television lines, and all connections to same, either private or otherwise, shall be installed underground. However, above-ground transformers, pedestals and other above-ground electric and telephone utility installations and distribution systems and surface and off-site drainage channels and facilities, as well as street lighting stanchions, shall be permitted.

Section 6.47 Vehicles, Motorcycles and Snowmobiles. No trailers, boats, aircraft, commercial vehicles, boat trailers, boats, camping vehicles, camping trailers, snowmobiles, snowmobile trailers, jet skis, jet ski trailers or other recreational vehicles, or other vehicles, other than passenger cars, passenger vans, pick-up trucks and so-called “Blazer” type vehicles shall be parked or maintained on any Unit unless in a suitable private attached garage. Motorcycles are allowed on the roads in the Development, but motorcycles and all other motorized off-road

vehicles are prohibited in all other General Common Element areas. Snowmobiles are prohibited in all General Common Element areas.

Section 6.48 Basketball Hoops and Play Areas. Basketball hoops and play areas are permitted subject to strict compliance with the following restrictions:

6.48.1 All basketball hoops shall be on ground mounted posts located at least 30 feet from the curb of the road(s) adjacent to the Unit.

6.48.2 The ground mounted post for the basketball hoop shall be located at least 5 feet from the side line of the Unit.

6.48.3 No florescent or bright colors shall be permitted for either the post or the backboard. The ground mounted post shall be painted black and the backboard of the basketball hoop shall be clear.

ARTICLE 7. **MORTGAGES**

Section 7.1 Notice to Association. Any Co-Owner who mortgages such Co-Owner's Unit shall notify the Association of the name and address of the mortgagee, and the Association shall maintain such information in a book entitled "Mortgagees of Units." The Association may, at the written request of a mortgagee of any such Unit, report any unpaid assessments due from the Co-Owner of such Unit. The Association shall give to the holder of any first mortgage covering any Unit in the Project written notification of any default in the performance of the obligations of the Co-Owner of such Unit that is not cured within sixty (60) days.

Section 7.2 Insurance. The Association shall notify each mortgagee appearing in the book of Mortgagees of Units of the name of each company insuring the Condominium against fire, perils covered by extended coverage, and vandalism and malicious mischief and the amounts of such coverage, to the extent the Association is required by these Bylaws to obtain such coverage.

Section 7.3 Notification of Meetings. Upon written request submitted to the Association, any institutional holder of a first mortgage lien on any Unit in the Condominium shall be entitled to receive written notification of every meeting of the members of the Association and to designate a representative to attend such meeting.

ARTICLE 8. **VOTING**

Section 8.1 Vote. Except as limited in these Bylaws, all of the Co-Owners of a Unit shall be entitled to only one vote for each Unit owned, and the value of the vote attributed to each Unit shall be equal.

Section 8.2 Eligibility to Vote. No Co-Owner, other than Developer, shall be entitled to vote at any meeting of the Association until such Co-Owner has presented evidence of ownership of a Unit in the Condominium Project to the Association. Except as provided in

Sections 9.2 and 11.2 of these Bylaws, no Co-Owner, other than Developer, shall be entitled to vote prior to the date of the First Annual Meeting held in accordance with Sections 9.2 and 11.2. The vote of each Co-Owner may be cast only by the individual representative designated by such Co-Owner in the notice required in Section 8.3 of this Article 8 or by a proxy given by such individual representative. Until the First Annual Meeting Developer shall be entitled to vote notwithstanding the fact that Developer may own no Units at some time or from time to time during such period. At and after the First Annual Meeting Developer shall be entitled to one vote for each Unit which Developer owns.

Section 8.3 Designation of Voting Representative. Each Co-Owner shall file a written notice with the Association designating the individual representative who shall vote at meetings of the Association and receive all notices and other communications from the Association on behalf of such Co-Owner. Such notice shall state the name and address of the individual representative designated, the number or numbers of the Unit or Units owned by the Co-Owner, and the name and address of each person, firm, corporation, partnership, association, trust or other entity who is the Co-Owner. Such notice shall be signed and dated by the Co-Owner. The individual representative designated may be changed by the Co-Owners of a Unit at any time by filing a new notice in the manner herein provided.

Section 8.4 Quorum. Those Co-Owners present in person or by proxy at the First Annual Meeting held in accordance with Sections 9.2 and 11.2 shall constitute a quorum for such meeting. At all other meetings of Co-Owners, the presence in person or by proxy of thirty-five percent (35%) of the Co-Owners qualified to vote shall constitute a quorum for holding a meeting of the members of the Association, except for voting on questions specifically required by the Condominium Documents to have a greater quorum. The written vote of any person furnished at or prior to any duly called meeting at which meeting said person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast.

Section 8.5 Voting. Votes may be cast only in person, or by a writing duly signed by the designated voting representative not present at a given meeting in person, or by proxy. Proxies and any written votes must be filed with the Secretary of the Association at or before the appointed time of each meeting of the members of the Association. Cumulative voting shall not be permitted.

Section 8.6 Majority. A majority, except where otherwise provided herein, shall consist of more than fifty percent (50%) of those qualified to vote and present in person or by proxy (or written vote, if applicable) at a given meeting of the members of the Association where a quorum is present. Whenever provided specifically in the Condominium Documents, a majority may be required to exceed the simple majority herein above set forth of designated voting representatives present in person or by proxy, or by written vote, if applicable, at a given meeting of the members of the Association.

ARTICLE 9. **MEETINGS**

Section 9.1 Place of Meeting. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Co-Owners as may be designated by the Board of Directors. Meetings of the Association shall be conducted in accordance with Sturgis' Code of Parliamentary Procedure, Roberts Rules of Order or some other generally recognized manual of parliamentary procedure as selected by the Board of Directors, when not otherwise in conflict with the Condominium Documents or the laws of the State of Michigan.

Section 9.2 First Annual Meeting. The First Annual Meeting may be convened only by the Developer and may be called at any time after more than fifty percent (50%) of the Units that may be created have been sold and the purchasers thereof qualified as members of the Association. In no event, however, shall such meeting be called later than one hundred twenty (120) days after the conveyance of legal or equitable title to non-developer Co-Owners of seventy-five percent (75%) in number of all Units that may be created or fifty-four (54) months after the first conveyance of legal or equitable title to a non-developer Co-Owner of a Unit in the Project, whichever first occurs. Developer may call meetings of members for informative or other appropriate purposes prior to the First Annual Meeting and no such meeting shall be construed as the First Annual Meeting. The date, time and place of such meeting shall be set by the Board of Directors, and at least ten (10) days' written notice thereof shall be given to each Co-Owner. The phrase "Units that may be created" as used in this paragraph and elsewhere in the Condominium Documents refers to the maximum number of Units which Developer is permitted, under the Condominium Documents as they may be amended, to include in the Condominium.

Section 9.3 Annual Meetings. Annual meetings of the Association shall be held on the last Thursday of October each succeeding year after the year in which the First Annual Meeting is held at such time and place as shall be determined by the Board of Directors; provided, however, that the second annual meeting shall not be held sooner than eight (8) months after the date of the First Annual Meeting. At such meetings there shall be elected by ballot of the Co-Owners a Board of Directors in accordance with the requirements of Article 11 of these Bylaws. The Co-Owners may also transact at the annual meetings such other business of the Association as may properly come before them.

Section 9.4 Special Meetings. It shall be the duty of the President to call a special meeting of the Co-Owners as directed by resolution of the Board of Directors or upon a petition signed by one-third (1/3) of the Co-Owners presented to the Secretary of the Association. Notice of any special meeting shall state the time and place of such meeting and the purposes thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 9.5 Notice of Meetings. It shall be the duty of the Secretary (or other Association officer in the Secretary's absence) to serve a notice of each annual or special meeting, stating the purpose thereof as well as of the time and place where it is to be held, upon each Co-Owner of record, at least ten (10) days but not more than sixty (60) days prior to such meeting. The mailing, postage prepaid, of a notice to the representative of each Co-Owner at the address shown in the notice required to be filed with the Association by Article 8, Section 8.3 of these Bylaws shall be deemed notice served. Any member may, by written waiver of notice

signed by such member, waive such notice, and such waiver, when filed in the records of the Association, shall be deemed due notice.

Section 9.6 Adjournment. If any meeting of Co-Owners cannot be held because a quorum is not in attendance, the Co-Owners who are present may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

Section 9.7 Order of Business. The order of business at all meetings of the members shall be as follows: (1) roll call to determine the voting power represented at the meeting; (2) proof of notice of meeting or waiver of notice; (3) reading of minutes of preceding meeting; (4) reports of officers; (5) reports of committees; (6) appointment of inspector of elections (at annual meetings or special meetings held for purpose of election of Directors or officers); (7) election of Directors (at annual meeting or special meetings held for such purpose); (8) unfinished business; and (9) new business. Meetings of members shall be chaired by the most senior officer of the Association present at such meeting. For purposes of this Section, the order of seniority of officers shall be President, Vice President, Secretary and Treasurer.

Section 9.8 Action Without Meeting. Any action which may be taken at a meeting of the members (except for the election or removal of Directors) may be taken without a meeting by written ballot of the members, which ballots are signed within no more than a sixty (60) day period, as determined by the Board of Directors. Ballots shall be solicited in the same manner as provided in Section 9.5 for the giving of notice of meetings of members. Such solicitations shall specify (1) the number of responses needed to meet the quorum requirements; (2) the percentage of approvals necessary to approve the action; and (3) the time by which ballots must be received in order to be counted. The form of written ballot shall afford an opportunity to specify a choice between approval and disapproval of each matter and shall provide that, where the member specifies a choice, the vote shall be cast in accordance therewith. Approval by written ballot shall be constituted by receipt within the time period specified in the solicitation of (1) a number of ballots which equals or exceeds the quorum which would be required if the action were taken at a meeting; and (2) a number of approvals which equals or exceeds the number of votes which would be required for approval if the action were taken at a meeting at which the total number of votes cast was the same as the total number of ballots cast.

Section 9.9 Consent of Absentees. The transactions at any meeting of members, either annual or special, however called and noticed, shall be as valid as though made at a meeting duly held after regular call and notice, if a quorum be present either in person or by proxy and if, either before or after the meeting, each of the members not present in person or by proxy, signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 9.10 Minutes, Presumption of Notice. Minutes or a similar record of the proceedings of meetings of members, when signed by the President or Secretary, shall be presumed truthfully to evidence the matters set forth therein. Recitation in the minutes of any such meeting that notice of the meeting was properly given shall be prima facie evidence that such notice was given.

ARTICLE 10.
ADVISORY COMMITTEE

Within one (1) year after conveyance of legal or equitable title to the first Unit in the Condominium to a purchaser or within one hundred twenty (120) days after conveyance to purchasers of one-third (1/3) of the total number of Units that may be created, whichever first occurs, Developer shall cause to be established an Advisory Committee consisting of at least three (3) non-developer Co-Owners. The Committee shall be established and perpetuated in any manner Developer deems advisable, except that if more than fifty percent (50%) of the non-developer Co-Owners petition the Board of Directors for an election to select the Advisory Committee, then an election for such purpose shall be held. The purpose of the Advisory Committee shall be to facilitate communications between the Board of Directors and the non-developer Co-Owners and to aid the transition of control of the Association from Developer to non-developer Co-Owners. The Advisory Committee shall cease to exist automatically when the non-developer Co-Owners have the voting strength to elect a majority of the Board of Directors of the Association. Developer may remove and replace at its discretion at any time any member of the Advisory Committee who has not been elected by the Co-Owners.

ARTICLE 11.
BOARD OF DIRECTORS

Section 11.1 Number and Qualification of Directors. The Board of Directors shall be comprised of three (3) members all of whom must be members of the Association or officers, partners, trustees, employees or agents of members of the Association. Directors shall serve without compensation.

Section 11.2 Election of Directors.

11.2.1 First Board of Directors. The first Board of Directors shall be composed of three (3) persons and such first Board of Directors or its successors as selected by Developer shall manage the affairs of the Association until the appointment of the first non-developer Co-Owners to the Board. Thereafter, elections for non-developer Co-Owner Directors shall be held as provided in subsections 11.2.2 and 11.2.3 below. The Directors shall hold office until their successors are elected and hold their first meeting.

11.2.2 Appointment of Non-developer Co-Owners to Board Prior to First Annual Meeting. Not later than one hundred twenty (120) days after conveyance of legal or equitable title to non-developer Co-Owners of twenty-five percent (25%) of the Units that may be created, one (1) of the three (3) Directors shall be selected by non-developer Co-Owners. When the required percentage level of conveyance has been reached, Developer shall notify the non-developer Co-Owners and request that they hold a meeting and elect the required Director. Upon certification to Developer by the Co-Owners of the Director so elected, Developer shall then immediately appoint such Director to the Board to serve until the First Annual Meeting unless such Director is removed pursuant to Section 11.7 of this Article or such Director resigns or becomes incapacitated.

11.2.3 Election of Directors At and After First Annual Meeting.

11.2.3.1 Not later than one hundred twenty (120) days after conveyance of legal or equitable title to non-developer Co-Owners of seventy-five percent (75%) of the Units that may be created, and before conveyance of ninety percent (90%) of such Units, the non-developer Co-Owners shall elect all Directors on the Board except that Developer shall have the right to designate at least one (1) Director as long as the Units that remain to be created and sold equal at least ten percent (10%) of all Units that may be created in the Project. Whenever the seventy-five percent (75%) conveyance level is achieved, a meeting of Co-Owners shall be promptly convened to effectuate this provision, even if the First Annual Meeting has already occurred.

11.2.3.2 Regardless of the percentage of Units which have been conveyed, upon the expiration of fifty-four (54) months after the first conveyance of legal or equitable title to a non-developer Co-Owner of a Unit in the Project, the non-developer Co-Owners have the right to elect a number of members of the Board of Directors equal to the percentage of Units they own, and Developer has the right to elect a number of members of the Board of Directors equal to the percentage of Units which are owned by Developer. This election may increase, but shall not reduce, the minimum election and designation rights otherwise established in subsection 11.2.3.1. Application of this subsection does not require a change in the size of the Board of Directors.

11.2.3.3 If the calculation of the percentage of members of the Board of Directors that the non-developer Co-Owners have the right to elect under subsection 11.2.3.2, or if the product of the number of members of the Board of Directors multiplied by the percentage of Units held by the non-developer Co-Owners under subsection 11.2.2 results in a right of non-developer Co-Owners to elect a fractional number of members of the Board of Directors, then a fractional election right of 0.5 or greater shall be rounded up to the nearest whole number, which number shall be the number of members of the Board of Directors that the non-developer Co-Owners have the right to elect. After application of this formula, Developer shall have the right to elect the remaining members of the Board of Directors. Application of this subsection shall not eliminate the right of Developer to designate one (1) member as provided in subsection 11.2.3.1.

11.2.3.4 At the First Annual Meeting two (2) Directors shall be elected for a term of two (2) years and one (1) Director shall be elected for a term of one (1) year. At such meeting all nominees shall stand for election as one (1) slate and the two (2) persons receiving the highest number of votes shall be elected for a term of two (2) years and the one (1) person receiving the next highest number of votes shall be elected for a term of one (1) year. After the First Annual Meeting, the term of office (except for one (1) of the Directors elected at the First Annual Meeting for a one year term) of each Director shall be two (2) years. At each annual meeting held after the first, either one (1) or two (2) Directors shall be elected depending upon the number of Directors whose terms

expire. The Directors shall hold office until their successors have been elected and hold their first meeting.

11.2.3.5 Once the Co-Owners have acquired the right hereunder to elect a majority of the Board of Directors, annual meetings of Co-Owners to elect Directors and conduct other business shall be held in accordance with the provisions of Article 9, Section 9.3 above.

11.2.3.6 Status of Units Conveyed to Residential Builders. For purposes of calculating the timing of events described in Article 10 above and this Section 11.2, the conveyance by the Developer of a Unit to a Residential Builder, whether or not the Residential Builder is affiliated with the Developer as defined by the Act, shall not be considered a sale to a non-Developer Co-Owner until such time as the Residential Builder conveys the Unit with a completed Residence on it or until the Unit contains a completed and occupied Residence.

Section 11.3 Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all acts and things as are not prohibited by the Condominium Documents or required thereby to be exercised and done by the Co-Owners.

Section 11.4 Other Duties. In addition to the foregoing duties imposed by these Bylaws or any further duties which may be imposed by resolution of the members of the Association, the Board of Directors shall be responsible specifically for the following:

11.4.1 To manage and administer the affairs of and to maintain the Condominium Project and the Common Elements thereof.

11.4.2 To levy and collect assessments from the members of the Association and to use the proceeds thereof for the purposes of the Association.

11.4.3 To carry insurance and collect and allocate the proceeds thereof.

11.4.4 To rebuild improvements to the Common Elements after casualty (subject to the provisions of the Condominium Documents).

11.4.5 To contract for and employ persons, firms, corporations or other agents to assist in the management, operation, maintenance and administration of the Condominium Project.

11.4.6 To acquire, maintain and improve, and to buy, operate, manage, sell, convey, assign, mortgage or lease any real or personal property (including any Unit in the Condominium and easements rights-of-way and licenses) on behalf of the Association in furtherance of any of the purposes of the Association.

11.4.7 To borrow money and issue evidences of indebtedness in furtherance of any or all of the purposes of the Association; and to secure the same by mortgage, pledge, or other lien on property owned by the Association; provided, however, that any such action shall

also be approved by affirmative vote of seventy-five percent (75%) of all of the members of the Association.

11.4.8 To make rules and regulations in accordance with these Bylaws.

11.4.9 To establish such committees as the Board of Directors deems necessary, convenient or desirable and to appoint persons thereto for the purpose of implementing the administration of the Condominium and to delegate to such committees any functions or responsibilities which are not by law or the Condominium Documents required to be performed by the Board.

11.4.10 To enforce the provisions of the Condominium Documents.

Section 11.5 Management Agent. The Board of Directors may employ for the Association a professional management agent (which may include Developer or any person or entity related thereto) at reasonable compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Sections 11.3 and 11.4 of this Article, and the Board may delegate to such management agent any other duties or powers which are not by law or by the Condominium Documents required to be performed by or have the approval of the Board of Directors or the members of the Association. In no event shall the Board be authorized to enter into any contract with a professional management agent, or any other contract providing for services by Developer, in which the maximum term is greater than three (3) years or which is not terminable by the Association upon ninety (90) days' written notice thereof to the other party and no such contract shall violate the provisions of Section 55 of the Act.

Section 11.6 Vacancies. Vacancies in the Board of Directors which occur after the Transitional Control Date caused by any reason other than the removal of a Director by a vote of the members of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum, except that Developer shall be solely entitled to fill the vacancy of any Director whom Developer is permitted in the first instance to designate. Each person so elected shall be a Director until a successor is elected at the next annual meeting of the Association. Vacancies among non-developer Co-Owner elected Directors which occur prior to the Transitional Control Date may be filled only through election by non-developer Co-Owners and shall be filled in the manner specified in Section 11.2.2 of this Article.

Section 11.7 Removal. At any regular or special meeting of the Association duly called with due notice of the removal action proposed to be taken, any one or more of the Directors may be removed with or without cause by the affirmative vote of more than fifty percent (50%) of all the Co-Owners, not just of those present, and a successor may then and there be elected to fill any vacancy thus created. The quorum requirement for the purpose of filling such vacancy shall be the normal thirty-five percent (35%) requirement set forth in Article 8, Section 8.4. Any Director whose removal has been proposed by the Co-Owners shall be given an opportunity to be heard at the meeting. The Developer may remove and replace any or all of the Directors selected by it at any time or from time to time in its sole discretion. Likewise, any Director selected by the non-developer Co-Owners to serve before the First Annual Meeting may

be removed before the First Annual Meeting in the same manner set forth in this paragraph for removal of Directors generally.

Section 11.8 First Meeting. The first meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the whole Board of Directors shall be present.

Section 11.9 Regular Meetings. Regular meetings of the Board of Directors may be held at such times and places as shall be determined from time to time by a majority of the Directors, but at least two (2) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally, by mail, telephone or facsimile at least ten (10) days prior to the date named for such meeting.

Section 11.10 Special Meetings. Special meetings of the Board of Directors may be called by the President on three (3) days' notice to each Director, given personally, by mail, telephone or facsimile which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of two (2) Directors.

Section 11.11 Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board of Directors shall be deemed a waiver of notice by the Director of the time and place thereof. If all Directors are present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meeting.

Section 11.12 Quorum. At all meetings of the Board of Directors a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, less than a quorum is present, the majority of those present may adjourn the meeting to a subsequent time upon twenty-four (24) hours' prior written notice delivered to all Directors not present. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such Director for purposes of determining a quorum.

Section 11.13 First Board of Directors. The actions of the first Board of Directors of the Association or any successors thereto selected or elected before the Transitional Control Date shall be binding upon the Association so long as such actions are within the scope of the powers and duties which may be exercised generally by the Board of Directors as provided in the Condominium Documents.

Section 11.14 Fidelity Bonds. The Board of Directors may require that all officers and employees of the Association handling or responsible for Association funds shall furnish

adequate fidelity bonds, insuring against theft, dishonesty, and other standard coverage of fidelity bonds. The premiums on such bonds shall be expenses of administration.

Section 11.15 Remote Communication and Electronic Transmission.

11.15.1 Participation of Directors by Conference Telephone or Remote Communication. A Director may participate in a meeting of the Directors by conference telephone or other means of remote communication by which all persons participating in the meeting may communicate with each other. Participation in a meeting pursuant to this section constitutes presence in person at the meeting.

11.15.2 Notices by Electronic Transmission. In addition to any other permissible methods of providing notice of meetings, notice may also be given by electronic transmission, as defined below. Notice by electronic transmission will be deemed given when electronically transmitted to the person entitled to notice in a manner authorized by the person.

11.15.3 Use of Electronic Transmission. As used in these Bylaws, “written” or “writing” will include communications by electronic transmission, including but not limited to fax and email. Notices of meetings, waivers of notice of meetings, proxies, written consents and ballots may be transmitted by electronic transmission. When a notice or communication is transmitted electronically, the notice or communication is deemed to be given when electronically transmitted to the person entitled to the notice or communication in a manner authorized by the person. A Co-owner or Director will be deemed to have consented to the use of email upon providing the Association with a valid email address.

11.15.4 Definition of Electronic Transmission. As used in these Bylaws, electronic transmission refers to any form of communication that does not directly involve the physical transmission of paper, creates a record that may be retained and retrieved by the recipient and may be directly reproduced in paper form by the recipient through an automated process.

ARTICLE 12. OFFICERS

Section 12.1 Officers. The principal officers of the Association shall be a President, who shall be a member of the Board of Directors, a Secretary and a Treasurer. The Directors may appoint an Assistant Treasurer, and an Assistant Secretary, and such other officers as in their judgment may be necessary. Any two (2) offices except that of President may be held by one person.

12.1.1 President. The President shall be the chief executive officer of the Association. The President shall preside at all meetings of the association and of the Board of Directors and shall have all the general powers and duties which are usually vested in the office of the President of an association, including, but not limited to, the power to appoint committees from among the members of the Association from time to time as the President may in the President’s discretion deem appropriate to assist in the conduct of the affairs of the Association.

12.1.2 Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the members of the Association; the Secretary shall have charge of the corporate seal, if any, and of such books and papers as the Board of Directors may direct; and the Secretary shall, in general, perform all duties incident to the office of the Secretary.

12.1.3 Treasurer. The Treasurer shall have responsibility for the Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. The Treasurer shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association, and in such depositories as may, from time to time, be designated by the Board of Directors.

Section 12.2 Election. The officers of the Association shall be elected annually by the Board of Directors at the organizational meeting of each new Board of Directors and shall hold office at the pleasure of the Board of Directors.

Section 12.3 Removal. Upon affirmative vote of a majority of the members of the Board of Directors, any officer may be removed either with or without cause, and such officer's successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board of Directors called for such purpose. No such removal action may be taken, however, unless the matter shall have been included in the notice of such meeting. The officer who is proposed to be removed shall be given an opportunity to be heard at the meeting.

Section 12.4 Duties. The officers shall have such other duties, powers and responsibilities as shall, from time to time, be authorized by the Board of Directors.

Section 12.5 Remote Communication and Electronic Transmission.

12.5.1 Participation of Officers by Conference Telephone or Remote Communication. An officer may participate in a meeting of the officers by conference telephone or other means of remote communication by which all persons participating in the meeting may communicate with each other. Participation in a meeting pursuant to this section constitutes presence in person at the meeting.

12.5.2 Notices by Electronic Transmission. In addition to any other permissible methods of providing notice of meetings, notice may also be given by electronic transmission, as defined below. Notice by electronic transmission will be deemed given when electronically transmitted to the person entitled to notice in a manner authorized by the person.

12.5.3 Use of Electronic Transmission. As used in these Bylaws, "written" or "writing" will include communications by electronic transmission, including but not limited to fax and email. Notices of meetings, waivers of notice of meetings, proxies, written consents and ballots may be transmitted by electronic transmission. When a notice or communication is transmitted electronically, the notice or communication is deemed to be given when electronically transmitted to the person entitled to the notice or communication in a manner authorized by the person. A Co-owner or officer will be deemed to have consented to the use of email upon providing the Association with a valid email address.

12.5.4 Definition of Electronic Transmission. As used in these Bylaws, electronic transmission refers to any form of communication that does not directly involve the physical transmission of paper, creates a record that may be retained and retrieved by the recipient and may be directly reproduced in paper form by the recipient through an automated process.

ARTICLE 13. **SEAL**

The Association may (but need not) have a seal. If the Board of Directors determines that the Association shall have a seal then it shall have inscribed thereon the name of the Association, the words “corporate seal,” and “Michigan.”

ARTICLE 14. **FINANCE**

Section 14.1 Records. The Association shall keep detailed books of account showing all expenditures and receipts of administration which shall specify the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Association and the Co-Owners. Such accounts and all other Association records shall be open for inspection by the Co-Owners and their mortgagees during reasonable working hours. The Association shall prepare and distribute to each Co-Owner at least once a year a financial statement, the contents of which shall be defined by the Association. To the extent the Association has assets in excess of \$20,000.00, the Association shall on an annual basis have its books, records, and financial statement independently audited or reviewed by a certified public accountant as defined in Section 720 of the occupational code, 1980 PA 299, MCL 339.720. The audit or review shall be performed in accordance with the statements on auditing standards or the statements on standards for accounting and review services, respectively, of the American Institute of Certified Public Accountants. Any institutional holder of a first mortgage lien on any Unit in the Condominium shall be entitled to receive a copy of such annual audited financial statement within ninety (90) days following the end of the Association’s fiscal year upon request therefor. The costs of any such audit and any accounting expenses shall be expenses of administration. The Association may opt out of the requirements for an annual audit or review by a majority vote of the Unit Owners.

Section 14.2 Fiscal Year. The fiscal year of the Association shall be an annual period commencing on such date as may be initially determined by the Directors. The commencement date of the fiscal year shall be subject to change by the Directors for accounting reasons or other good cause.

Section 14.3 Bank. Funds of the Association shall be initially deposited in such bank or savings association as may be designated by the Directors and shall be withdrawn only upon the check or order of such officers, employees or agents as are designated by resolution of the Board of Directors from time to time. The funds may be invested from time to time in accounts or deposit certificates of such bank or savings association as are insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation and may also be invested in interest-bearing obligations of the United States Government.

ARTICLE 15.
INDEMNIFICATION OF OFFICERS AND DIRECTORS

Every Director and officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon such Director or officer in connection with any proceeding to which the Director or officer may be a party or in which the Director or officer may become involved by reason of being or having been a Director or officer of the Association, whether or not such office is held at the time such expenses are incurred, except in such cases wherein the Director or officer is adjudged guilty of willful or wanton misconduct or gross negligence in the performance of duties; provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the Director or officer seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors (with the Director seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled. At least ten (10) days prior to payment of any indemnification which it has approved, the Board of Directors shall notify all Co-Owners thereof. Further, the Board of Directors is authorized to carry officers' and Directors' liability insurance covering acts of the officers and Directors of the Association in such amounts as it shall deem appropriate.

ARTICLE 16.
AMENDMENTS

These Bylaws may be amended by the Association or by the Developer in the manner provided in the Master Deed. Any amendment to these Bylaws shall become effective upon recording in the office of the register of deeds in the county in which the Condominium is located. A copy of each amendment to these Bylaws shall be made available to every member of the Association after adoption; provided, however, that any amendment adopted in accordance with this Article shall be binding upon all persons who have an interest in the Condominium irrespective of whether such persons actually receive a copy of the amendment. These Bylaws may not be amended in any manner to eliminate or conflict with any mandatory provision of the Act or any applicable law or provision of the Master Deed; nor may they be amended to materially reduce or eliminate the rights of any first mortgagees without the consent of the mortgagees affected.

ARTICLE 17.
COMPLIANCE

The Association of Co-Owners and all present or future Co-Owners, tenants, or any other persons acquiring an interest in or using the facilities of the Project in any manner are subject to and shall comply with the Act, as amended, and the mere acquisition, occupancy or rental of any Unit or an interest therein or the utilization of or entry upon the Condominium Premises shall signify that the Condominium Documents are accepted and ratified. In the event the Condominium Documents conflict with the provisions of the Act, the Act shall govern.

ARTICLE 18. **DEFINITIONS**

All terms used herein shall have the same meaning as set forth in the Master Deed to which these Bylaws are attached as an Exhibit or as set forth in the Act.

ARTICLE 19. **REMEDIES FOR DEFAULT**

Any default by a Co-Owner shall entitle the Association or another Co-Owner or Co-Owners to the following relief:

Section 19.1 Legal Action. Failure to comply with any of the terms or provisions of the Condominium Documents shall be grounds for relief, which may include, without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien (if default in payment of assessment) or any combination thereof, and such relief may be sought by the Association or, if appropriate, by an aggrieved Co-Owner or Co-Owners.

Section 19.2 Recovery of Costs. In any proceeding arising because of an alleged default by any Co-Owner, the Association, if successful, shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees (not limited to statutory fees) as may be determined by the court, but in no event shall any Co-Owner be entitled to recover such attorneys' fees.

Section 19.3 Removal and Abatement. The violation of any of the provisions of the Condominium Documents shall also give the Association or its duly authorized agents the right, in addition to the rights set forth above, to enter upon the Common Elements, Limited or General, or into any Unit and the improvements thereon, where reasonably necessary, and summarily remove and abate, at the expense of the Co-Owner in violation, any structure, thing or condition existing or maintained contrary to the provisions of the Condominium Documents. The Association shall have no liability to any Co-Owner arising out of the exercise of its removal and abatement power authorized herein.

Section 19.4 Assessment of Fines. The violation of any of the provisions of the Condominium Documents by any Co-Owner shall be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines for such violations. No fine may be assessed unless rules and regulations establishing such fine have first been duly adopted by the Board of Directors of the Association and notice thereof given to all Co-Owners in the same manner as prescribed in Article 9, Section 9.5 of these Bylaws. Thereafter, fines may be assessed only upon notice to the offending Co-Owners as prescribed in said Article 9, Section 9.5, and an opportunity for such Co-Owner to appear before the Board no less than seven (7) days from the date of the notice and offer evidence in defense of the alleged violation. All fines duly assessed may be collected in the same manner as provided in Article 2 of these Bylaws. No fine shall be levied for the first violation. No fine shall exceed Twenty-Five Dollars (\$25.00) for the second violation, Fifty Dollars (\$50.00) for the third violation or One Hundred Dollars (\$100.00) for any subsequent violation.

Section 19.5 Collection. The fines levied pursuant to Section 19.4 above shall be assessed against the Co-Owner and shall be due and payable together with the regular Condominium assessment on the first of the next following month. Failure to pay the fine will subject the Co-Owner to all liabilities set forth in the Condominium Documents.

Section 19.6 Developer Exempt from Fines. The Association shall not be entitled to assess fines against the Developer during the Construction and Sales Period for any alleged violations of the Condominium Documents but shall rely solely to its other legal remedies for redress of such alleged violations.

Section 19.7 Non-Waiver of Right. The failure of the association or of any Co-Owner to enforce any right, provision, covenant or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association or of any such Co-Owner to enforce such right, provision, covenant or condition in the future.

Section 19.8 Cumulative Rights, Remedies and Privileges. All rights, remedies and privileges granted to the Association or any Co-Owner or Co-Owners pursuant to any terms, provisions, covenants or conditions of the Condominium Documents shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party at law or in equity.

Section 19.9 Enforcement of Provisions of Condominium Documents. A Co-Owner may maintain an action against the Association and its officers and Directors to compel such persons to enforce the terms and provisions of the Condominium Documents. A Co-Owner may maintain an action against any other Co-Owner for injunctive relief or for damages or any combination thereof for noncompliance with the terms and provisions of the Condominium Documents or the Act.

ARTICLE 20.

RIGHTS RESERVED TO DEVELOPER

Any or all of the rights and powers granted or reserved to Developer in the Condominium Documents or by law, including the right and power to approve or disapprove any act, use, or proposed action or any other matter or thing, may be assigned by it to any other entity or to the Association. Any such assignment or transfer shall be made by appropriate instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its consent to the acceptance of such powers and rights and such assignee or transferee shall thereupon have the same rights and powers as herein given and reserved to Developer. Any rights and powers reserved or retained by Developer or its successors shall expire and terminate, if not sooner assigned to the Association, at the conclusion of the Construction and Sales Period as defined in Article 3 of the Master Deed. The immediately preceding sentence dealing with the expiration and termination of certain rights and powers granted or reserved to Developer is intended to apply, insofar as Developer is concerned, only to Developer's rights to improve and control the administration of the Condominium and shall not under any circumstances be construed to apply to or cause the termination and expiration of any real property rights granted or reserved to Developer or its successors and assigns in the Master Deed or elsewhere (including, but not

limited to, access easements, utility easements and all other easements created and reserved in such documents which shall be governed only in accordance with the terms of their creation or reservation and not hereby).

ARTICLE 21.
SEVERABILITY

In the event that any of the terms, provisions or covenants of these Bylaws or the Condominium Documents are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding shall not affect, alter, modify or impair in any manner whatsoever any of the other terms, provisions or covenants of such Condominium Documents or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable.

OAKLAND COUNTY CONDOMINIUM
PLAN No. _____
EXHIBIT "B" TO THE MASTER DEED OF
WALDON RESERVE
ORION TOWNSHIP, OAKLAND CO., MICHIGAN

ATTENTION: OAKLAND COUNTY REGISTER OF DEEDS

THE CONDOMINIUM SUBDIVISION PLAN NUMBER MUST BE ASSIGNED IN CONSECUTIVE SEQUENCE. WHEN A NUMBER HAS BEEN ASSIGNED TO THIS PROJECT, IT MUST BE PROPERLY SHOWN IN THE TITLE AND THE SURVEYOR'S CERTIFICATE ON SHEET NUMBER 2.

THIS CONDOMINIUM SUBDIVISION PLAN IS NOT REQUIRED TO CONTAIN DETAILED PROJECT DESIGN PLANS PREPARED BY THE APPROPRIATE LICENSED DESIGN PROFESSIONAL. SUCH PROJECT DESIGN PLANS ARE FILED, AS PART OF THE CONSTRUCTION PERMIT APPLICATION, WITH THE ENFORCING AGENCY FOR THE STATE CONSTRUCTION CODE IN THE RELEVANT GOVERNMENTAL SUBDIVISION. THE ENFORCING AGENCY MAY BE A LOCAL BUILDING DEPARTMENT OR THE STATE DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS.

DEVELOPER

AP BUILDERS
21 EAST LONG LAKE ROAD, SUITE 215
BLOOMFIELD HILLS, MI 48304
(248) 712-4254

SURVEYORS & ENGINEERS

SEIBER KEAST LEHNER
ENGINEERING | SURVEYING
17001 NINETEEN MILE ROAD, SUITE 3
CLINTON TOWNSHIP, MI 48038
(586) 412-7050

SHEET INDEX

SHEET NO.	DESCRIPTION
1.	COVER SHEET
2.	SURVEY PLAN
3.	SITE PLAN
4.	UTILITY PLAN
5.	EASEMENT PLAN
6.	EASEMENT PLAN
7.	AREA DATA PLAN & COORDINATES

PROPERTY DESCRIPTION

LEGAL DESCRIPTION (AS SURVEYED BY LEHNER ASSOCIATES, INC.):

PART OF THE NORTHEAST QUARTER OF SECTION 27, TOWN 4 NORTH, RANGE 10 EAST, ORION TOWNSHIP, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS:

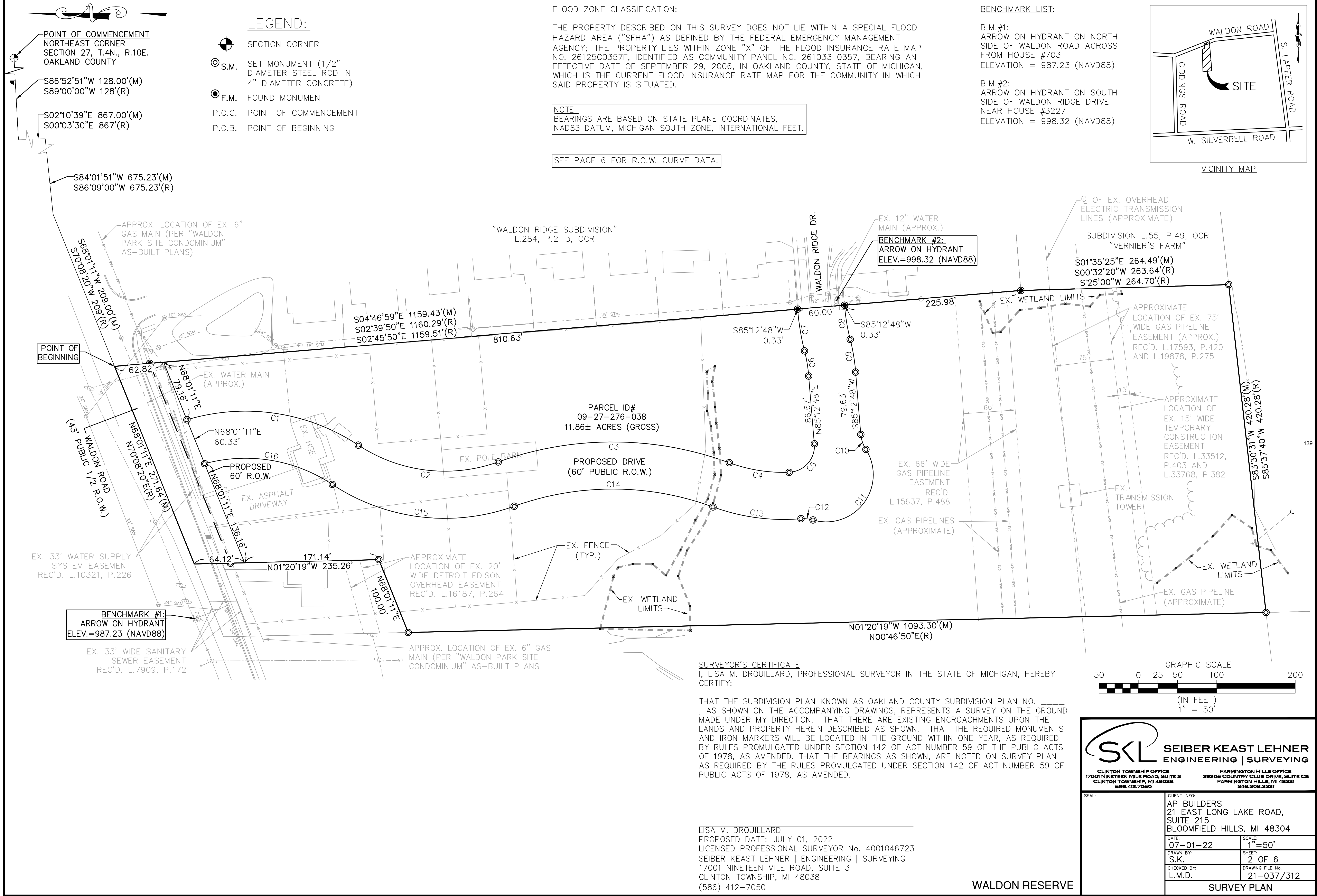
COMMENCING AT THE NORTHEAST CORNER OF SECTION 27; THENCE S86°52'51"W (RECORDED AS S89°00'00"W) 128.00 FEET; THENCE S02°10'39"E (RECORDED AS S00°03'30"E) 867.00 FEET TO THE CENTERLINE OF WALDON ROAD (43.00 FEET 1/2 WIDTH); THENCE S84°01'51"W (RECORDED AS S86°09'00"W) 675.23 FEET, ALONG SAID CENTERLINE OF SAID WALDON ROAD; THENCE S68°01'11"W (RECORDED AS S70°08'20"W) 209.00 FEET, ALONG SAID CENTERLINE OF SAID WALDON ROAD TO THE POINT OF BEGINNING; THENCE S04°46'59"E 1159.43 FEET (RECORDED AS S02°45'50"E 1159.51 FEET), ALONG THE WEST LINE OF WALDON RIDGE SUBDIVISION (AS RECORDED IN L.284, P.2-3); THENCE S01°35'25"E 264.49 FEET (RECORDED AS S00°25'00"W 264.70 FEET), ALONG THE WEST LINE OF VERNIER'S FARMS SUBDIVISION (AS RECORDED IN L.55, P.49); THENCE S83°30'31"W (RECORDED AS S85°37'40"W) 420.28 FEET; THENCE N01°20'19"W (RECORDED AS N00°46'50"E) 1093.30 FEET; THENCE N68°01'11"E 100.00 FEET; THENCE N01°20'19"W 235.26 FEET TO THE SAID CENTERLINE OF SAID WALDON ROAD; THENCE N68°01'11"E 271.64 FEET, ALONG THE SAID CENTERLINE OF SAID WALDON ROAD TO THE POINT OF BEGINNING.








CONTAINING 11.86 ACRES OF LAND MORE OR LESS.

*BEARINGS BASED ON STATE PLANE COORDINATES.



LISA M. DROUILLARD
PROPOSED DATE: JULY 01, 2022
LICENSED PROFESSIONAL SURVEYOR No. 4001046723
SEIBER KEAST LEHNER | ENGINEERING | SURVEYING
17001 NINETEEN MILE ROAD, SUITE 3
CLINTON TOWNSHIP, MI 48038
(586) 412-7050



	SECTION CORNER
	BOUNDARY COORDINATE POINT
	UNIT CORNER COORDINATE POINT
S.M. 	SET MONUMENT (1/2" DIAMETER STEEL ROD IN 4" DIAMETER CONCRETE)
F.M. 	FOUND MONUMENT
	SET IRON
	GCE - GENERAL COMMON ELEMENT



1. UNITS 1 THRU 18 MUST BE BUILT.
2. ALL MAINS AND TRUNK LINES FOR UTILITIES AND THE ROAD "MUST BE BUILT". UTILITY SERVICE LEADS AND IMPROVEMENTS WITHIN UNITS NEED NOT BE BUILT.
3. THE MAINS AND TRUNK LINES FOR THE ELECTRICAL, TELEPHONE, GAS, TELECOMMUNICATIONS, WATER AND SANITARY SEWER SYSTEM ARE GENERAL COMMON ELEMENTS UP TO THE POINT OF THE CONNECTION TO THE LATERAL OR LEAD LINES AND THE LATERALS OR LEAD LINES ARE LIMITED COMMON ELEMENTS.
4. ALL DIMENSIONS ARE IN FEET.
5. ALL CURVILINEAR DIMENSIONS ARE SHOWN ALONG THE ARC.

GRAPHIC SCALE

50 0 25 50 100 200

(IN FEET)

1" = 50'

UTILITY NOTES:

1. ALL UNITS TO BE SERVED WITH SANITARY SEWER AND WATER MAIN BY OAKLAND TOWNSHIP.

2. ALL UNITS TO BE SERVED WITH GAS.

3. ALL UNITS TO BE SERVED WITH ELECTRICITY.

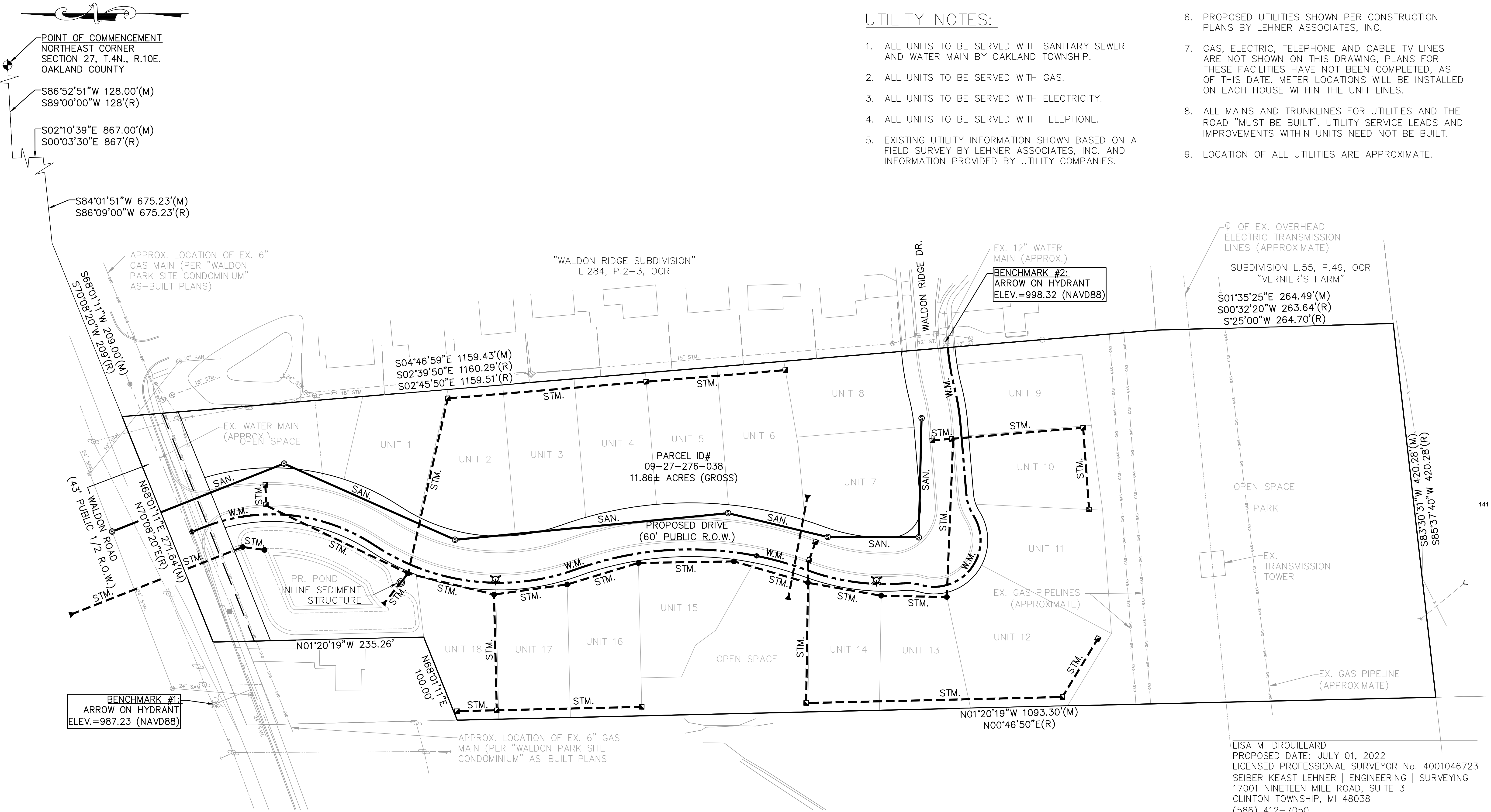
4. ALL UNITS TO BE SERVED WITH TELEPHONE.

5. EXISTING UTILITY INFORMATION SHOWN BASED ON A FIELD SURVEY BY LEHNER ASSOCIATES, INC. AND INFORMATION PROVIDED BY UTILITY COMPANIES.
6. PROPOSED UTILITIES SHOWN PER CONSTRUCTION PLANS BY LEHNER ASSOCIATES, INC.

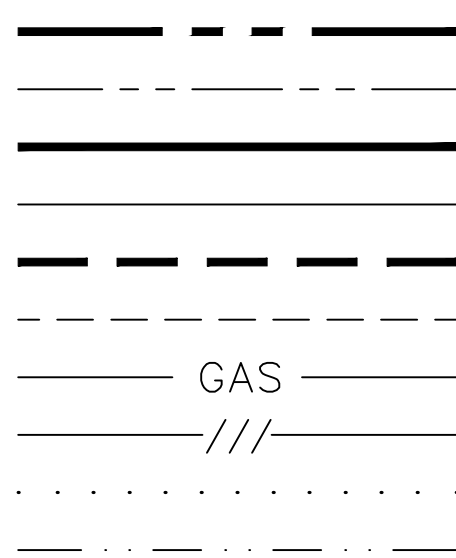
7. GAS, ELECTRIC, TELEPHONE AND CABLE TV LINES ARE NOT SHOWN ON THIS DRAWING, PLANS FOR THESE FACILITIES HAVE NOT BEEN COMPLETED, AS OF THIS DATE. METER LOCATIONS WILL BE INSTALLED ON EACH HOUSE WITHIN THE UNIT LINES.

8. ALL MAINS AND TRUNKLINES FOR UTILITIES AND THE ROAD "MUST BE BUILT". UTILITY SERVICE LEADS AND IMPROVEMENTS WITHIN UNITS NEED NOT BE BUILT.

9. LOCATION OF ALL UTILITIES ARE APPROXIMATE.



LEGEND



UTILITY

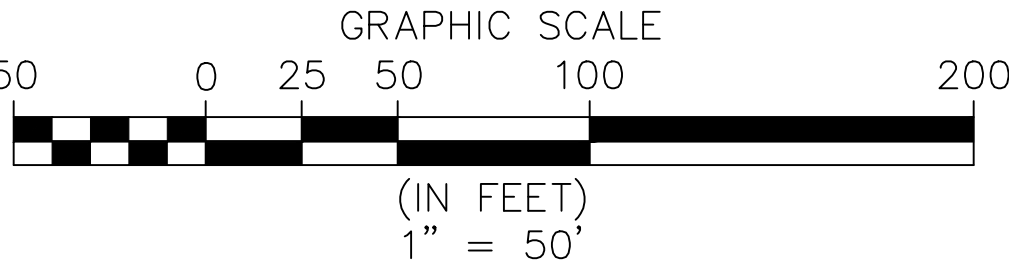
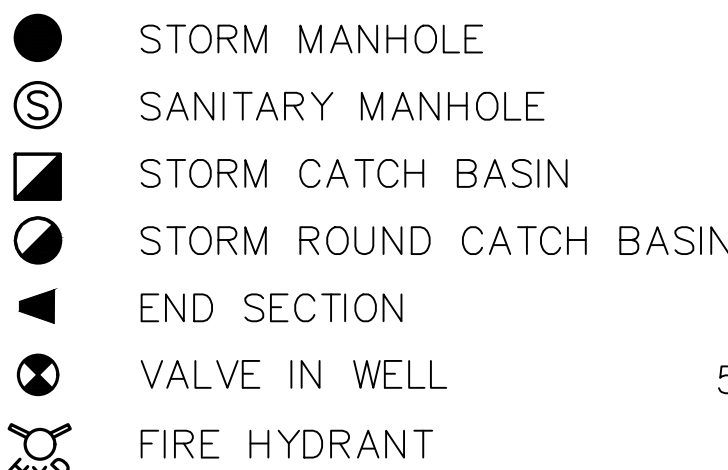
WATER MAIN
WATER MAIN LEAD
SANITARY SEWER
6" SANITARY SEWER LEAD
STORM SEWER
4" STORM SEWER LEAD
GAS
GAS*
ELECTRIC*
TELEPHONE*
CABLE TELEVISION*

SOURCE OF LOCATION

SEIBER KEAST ENGINEERING, LLC
SEIBER KEAST ENGINEERING, LLC
SEIBER KEAST ENGINEERING, LLC
SEIBER KEAST ENGINEERING, LLC
SEIBER KEAST ENGINEERING, LLC
SEIBER KEAST ENGINEERING, LLC
CONSUMERS ENERGY
DTE ENERGY
AT&T
COMCAST

* WILL BE SHOWN ON AS-BUILT DRAWINGS

SYMBOL LEGEND



WALDON RESERVE

SEIBER KEAST LEHNER
ENGINEERING | SURVEYING

CLINTON TOWNSHIP OFFICE
17001 NINETEEN MILE ROAD, SUITE 3
CLINTON TOWNSHIP, MI 48038
586.412.7050

FARMINGTON HILLS OFFICE
39205 COUNTRY CLUB DRIVE, SUITE C8
FARMINGTON HILLS, MI 48331
248.308.3331

SEAL:

CLIENT INFO:
AP BUILDERS
21 EAST LONG LAKE ROAD,
SUITE 215
BLOOMFIELD HILLS, MI 48304
DATE: 07-01-22
DRAWN BY: S.K.
CHECKED BY: L.M.D.

SCALE:
1"=50'
SHEET:
4 OF 6
DRAWING FILE No.
21-037/312

UTILITY PLAN

WALDON RESERVE

CURVE TABLE					
CURVE NO.	LENGTH	RADIUS	DELTA	CHORD	BEARING
C1	227.99'	260.00'	50°14'32"	220.76'	N8°24'04"E
C2	186.23'	200.00'	53°20'59"	179.57'	S6°50'50"W
C3	300.53'	430.00'	40°02'41"	294.45'	N0°11'41"E
C4	77.70'	200.00'	22°15'34"	77.21'	S9°05'14"W
C5	54.23'	33.50'	92°44'40"	48.50'	S48°24'52"E
C6	32.51'	200.00'	9°18'47"	32.47'	N80°33'25"E
C7	53.64'	330.00'	9°18'47"	53.58'	S80°33'25"W
C8	43.89'	270.00'	9°18'47"	43.84'	S80°33'25"W
C9	42.26'	260.00'	9°18'47"	42.21'	N80°33'25"E
C10	20.38'	42.00'	27°47'56"	20.18'	S71°18'50"W
C11	145.45'	60.00'	138°53'50"	112.36'	S53°08'13"E
C12	15.55'	42.00'	21°12'33"	15.46'	N5°42'26"E
C13	113.96'	260.00'	25°06'51"	113.05'	S7°39'36"W
C14	258.60'	370.00'	40°02'41"	253.37'	N0°11'41"E
C15	242.09'	260.00'	53°20'59"	233.44'	S6°50'50"W
C16	169.85'	200.00'	48°39'26"	164.79'	N9°11'37"E


UNIT CORNER COORDINATES		
POINT NO.	NORTHING	EASTING
40	451912.70	13421534.29
41	451727.46	13421458.99
42	451706.44	13421551.54
43	451611.32	13421559.50
44	451643.78	13421416.53
45	451536.09	13421396.18
46	451550.19	13421564.60
47	451470.47	13421571.28
48	451457.51	13421416.49
49	451390.75	13421577.95
50	451378.45	13421431.03
51	451311.03	13421584.63
52	451298.13	13421430.61
53	451236.21	13421590.89
54	451220.27	13421497.32
55	451212.53	13421413.21
56	451090.78	13421517.11
57	451221.78	13421506.14
58	451042.71	13421587.01
59	450903.21	13421598.69
60	451029.79	13421507.81
61	450892.69	13421519.29
62	451021.81	13421431.17
63	450880.15	13421424.55
64	451015.28	13421362.98
65	450870.22	13421286.73
66	450919.36	13421205.87
67	451055.16	13421332.37
68	451027.71	13421203.34
69	451127.33	13421333.93
70	451129.39	13421200.96
71	451207.12	13421347.94
72	451209.43	13421199.09
73	451269.56	13421365.84
74	451312.34	13421290.25
75	451334.88	13421273.70
76	451350.55	13421238.19
77	451395.65	13421237.13
78	451398.72	13421368.10
79	451394.66	13421194.76
80	451478.24	13421346.71
81	451474.64	13421192.89
82	451558.00	13421335.39
83	451554.61	13421191.02
84	451646.90	13421352.44
85	451809.52	13421278.67

BOUNDARY COORDINATES		
POINT NO.	NORTHING	EASTING
1	451975.29	13421529.07
2	450819.90	13421625.75
4	450555.50	13421633.09
5	450507.99	13421215.50
6	451600.99	13421189.96
7	451638.42	13421282.69
8	451873.62	13421277.20
9	451930.42	13421532.83
10	451827.68	13421278.27
11	451883.07	13421460.88
12	451664.67	13421428.65
13	451486.38	13421407.24
14	451191.94	13421406.22
15	451115.70	13421394.02
16	451083.50	13421430.32
17	451090.74	13421516.66
18	451096.07	13421548.70
19	451104.86	13421601.55
20	451045.07	13421606.56
21	451037.87	13421563.31
22	451030.95	13421521.67
23	451024.30	13421442.32
24	451017.84	13421423.20
25	451085.25	13421333.31
26	451100.63	13421334.84
27	451212.67	13421349.91
28	451466.04	13421350.77
29	451697.81	13421378.61
30	451860.49	13421404.93
31	451104.88	13421601.88
32	451045.09	13421606.88

AREA DATA TABLE

UNIT AREA TABLE		
UNIT #	AREA (SF)	WIDTH (LF)
1	10,823	93.56
2	13,774	98.96
3	13,096	81.27
4	12,010	80.33
5	11,979	80.27
6	13,379	86.48
7	14,518	120.59
8	11,246	85.93
9	11,020	80.24
10	12,022	82.54
11	13,987	82.64
12	19,178	80.00
13	11,393	80.00
14	11,103	80.78
15	11,840	110.05
16	13,196	82.55
17	11,762	80.43
18	10,854	86.08

LISA M. DROUILLARD
PROPOSED DATE: JULY 01, 2022
LICENSED PROFESSIONAL SURVEYOR No. 4001046723
SEIBER KEAST LEHNER | ENGINEERING | SURVEYING
17001 NINETEEN MILE ROAD, SUITE 3
CLINTON TOWNSHIP, MI 48038
(586) 412-7050



SEIBER KEAST LEHNER
ENGINEERING | SURVEYING

CLINTON TOWNSHIP OFFICE
17001 NINETEEN MILE ROAD, SUITE 3
CLINTON TOWNSHIP, MI 48038
586.412.7050

FARMINGTON HILLS OFFICE
39205 COUNTRY CLUB DRIVE, SUITE C8
FARMINGTON HILLS, MI 48331
248.308.3331

SEAL:

CLIENT INFO:
AP BUILDERS
21 EAST LONG LAKE ROAD,
SUITE 215
BLOOMFIELD HILLS, MI 48304

DATE:
07-01-22

SCALE:
N/A

DRAWN BY:
S.K.

SHEET:
6 OF 6

CHECKED BY:
L.M.D.

DRAWING FILE No.
21-037/312

AREA DATA PLAN



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF
ENVIRONMENT, GREAT LAKES, AND ENERGY
WARREN DISTRICT OFFICE



LIESL EICHLER CLARK
DIRECTOR

April 18, 2022

VIA E-MAIL

Steve Perlman
21 East Long Lake Road, Suite 215
Bloomfield Hills, MI 48304

Dear Steve Perlman:

SUBJECT: Preapplication Meeting
MiWaters Site Name: 63-625 Waldon Rd-Lake Orion
Submission Number: HPG-83Q4-TC1TP
T04N ,R10E, Section 27, Property ID 09-27-276-038, Orion Charter
Township, Oakland County

This letter is a follow up to our April 13, 2022 preapplication meeting regarding the proposed project in Orion Township, Oakland County. The purpose of a preapplication meeting is to provide you with information that will clarify the permit process, answer preliminary questions about your specific project in order to avoid delays at a later date, and to determine, if possible, the need for wetland or inland lakes and streams permits.

During this meeting, we reviewed the need to obtain a permit under Part 301, Inland Lakes and Streams; and Part 303, Wetlands Protection, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA). The review was based on discussion of the proposed project and/or draft permit application, the proposed site, and potential modifications to the project discussed during our meeting.

Based on the information provided with the draft permit application, including your delineation of wetlands on the proposed project site, the Michigan Department of Environment, Great Lakes, and Energy's (EGLE) Water Resources Division (WRD) has determined that a permit is required under Part 303 of the NREPA. Please reference the submission number at the top of this letter when submitting a permit application for this project.

This determination is based on the enclosed project plan prepared by Seiber Keast and dated March 12, 2022, along with other enclosed information provided at the time of this meeting only. Provided that the proposed project and location are not altered, this determination is binding on EGLE for a period of two years from the date of this meeting.

During the meeting, we also discussed a number of issues related to the project, including the following:

- Information on completing an application form. Please submit the Joint Permit Application (JPA) using the same MiWaters site as was used for this preapplication meeting request.

RECEIVED
JUL 20 2022
Orion Township
Planning & Zoning

- Possible alternative design options to minimize project effects on aquatic resources; specifically, utilization of retaining walls to minimize wetland impacts associated with the road construction adjacent to the wetland. We recommend a cross section perpendicular to the road crossing in the application.
- The planting of Michigan-native shrubs and sowing of a wetland seed mix as part of the restoration of any temporary impacts adjacent to permitted fills as part of your minimization strategy. This may also be prudent around the edge of the wetland where it intersects with proposed lot 15.
- Needed clarification in the project plans; specifically:
 - identifying whether there is a pipe connection at the current northernmost extent of the wetland (around wetland point C27). If there is piped connection that connection would need to be continued to any remaining wetland as part of potential permitted activities.
 - A cross section of where the edge of Lot 15 approaches the wetland, to confirm no impact at that location.
 - Identifying the edges of site work and silt fencing locations in the application to fully understand the extent of all potential wetland impacts.
- The potential presence of state- or federally-listed threatened or endangered species on the site. We recommend review of the material available on the Michigan Department of Natural Resources' Web site at [Michigan.gov/Threatened and Endangered Species](https://Michigan.gov/Threatened_and_Endangered_Species).

Please note that this is not a permit. The WRD cannot indicate during a preapplication meeting whether or not a permit will be issued. The WRD cannot make a decision regarding a permit until it has considered all of the information provided in the final permit application, and, in some instances, has also considered comments received in response to a public notice of the project. Therefore, the WRD cannot legally tell you whether the project will be permitted in advance of a permit application being submitted and reviewed.

The EGLE submission number assigned to this project is HPG-83Q4-TC1TP. Please keep a record of this submission number and use it when submitting a final application or otherwise corresponding with our office on this project.

We appreciate the opportunity to meet with you or your representative to address these concerns. We have established a submission for this project, and the information submitted to date will be used to facilitate processing of the final application. If you should have follow-up questions before then, please contact me at 586-256-7274; primeaur@michigan.gov; or EGLE, WRD, Warren District Office, 27700 Donald Court, Warren, Michigan 48092-2793.

Sincerely,



Robert Primeau
Water Resources Division

Enclosure

cc: Orion Township Clerk
Jeff King, Barr Engineerin



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Digital EGLE/USACE Joint Permit Application (JPA) for Inland Lakes and Streams, Great Lakes, Wetlands, Floodplains, Dams, Environmental Areas, High Risk Erosion Areas and Critical Dune Areas

version 1.30

(Submission #: HPK-0AE5-6DMJW, version 1)

Details

Submission ID HPK-0AE5-6DMJW

Submission Reason New

Status In Process

Fees

Fee \$2,000.00

Payments/Adjustments (\$2,000.00)

Balance Due \$0.00 (Paid)

Form Input

Instructions

[To download a copy or print these instructions. Please click this link \(recommended\).](#)

Contact Information

Applicant Information (Usually the property owner)

First Name **Last Name**

Steve Perlman

Organization Name

AP Builders

Phone Type **Number** **Extension**

Business 248-712-4254

Email

sperlman@apbuilders.com

Address

21 E Long Lake Road

Suite 215

Bloomfield Hills, MI 48304

Is the Property Owner different from the Applicant?

No

147

Has the applicant hired an agent or cooperating agency (agency or firm assisting applicant) to complete the application process?

Yes

Upload Attachment for Authorization from Agent

Authorization for Submission to EGLE.pdf - 07/11/2022 02:03 PM

Comment

NONE PROVIDED

Agent Contact

First Name **Last Name**

Jeff King

Organization Name

Barr Engineering Co.

Phone Type **Number** **Extension**

Mobile 248-207-6996

Email

jking@barr.com

Address

3005 Boardwalk Drive

Suite 100

Ann Arbor, MI 48108

Are there additional property owners or other contacts you would like to add to the application?

No

Project Location

DEQ Site Reference Number (Pre-Populated)

2792408860972195883

Project Location

42.73457262774074,-83.25717904833944

Project Location Address

625 Waldon Road

Lake Orion, MI 48359

County

Oakland

Is there a Property Tax ID Number(s) for the project area?

Yes

Please enter the Tax ID Number(s) for the project location

09-27-276-038

Is there Subdivision/Plat and Lot Number(s)?

No

Is this project within Indian Lands?

No

Local Unit of Government (LUG)

Orion Township

Directions to Project Site

Take S. Lapeer Road north to Waldon Road and head west on Waldon Road. Project site is located on the south side of Waldon Road, 0.6 miles west of the Waldon Road and S. Lapeer Road intersection. Project site is located immediately west of Waldon Ridge Drive.

Background Information

Has the Michigan Department of Environment, Great Lakes, and Energy (EGLE) and/or United States Army Corps of Engineers (USACE) conducted a pre-application meeting/inspection for this project?

Yes

Provide the date of the pre-application meeting/inspection

3/17/2022

Pre-application File Number:

HPG-83Q4-TC1TP

EGLE and/or USACE staff person involved in the pre-application meeting/inspection:

Robert Primeau

Has the project scope or design changed since the pre-application meeting/inspection?

No

Has the EGLE completed a Wetland Identification Program (WIP) assessment for this site?

No

Environmental Area Number (if known):

NONE PROVIDED

Has the United States Army Corps of Engineers (USACE) completed either an approved or preliminary jurisdictional determination for this site?

No

Were any regulated activities previously completed on this site under an EGLE and/or USACE permit?

No

Have any activities commenced on this project?

No

Is this an after-the-fact application?

No

Are you aware of any unresolved violations of environmental law or litigation involving the property?

No

Is there a conservation easement or other easement, deed restriction, lease, or other encumbrance upon the property?

No

Are there any other federal, interstate, state, or local agency authorizations associated with this project?

Yes

List all other federal, interstate, state, or local agency authorizations.

Agency	Type of Approval	Number	Date Applied	Approved/Denied/Undetermined
Orion Township	Site Plan Approval	NONE PROVIDED	NONE PROVIDED	NONE PROVIDED

Comments

NONE PROVIDED

Permit Application Category and Public Notice Information

Indicate the type of permit being applied for.

Individual Permit for all other projects

This type of permit application requires that you include contact information for the adjacent landowners to this project. If you are only entering in a small number of bordering parcel owners contact information, please select "Enter list of recipients". If there is a rather large number of affected property owners such as a project that significantly affects lake levels, please upload a spreadsheet of the property owners. Please include names and mailing addresses.

Upload a list.

Uploads/Attachments

Waldon Reserve-Adjacent Property Owners List.pdf - 07/14/2022 01:46 PM

Comment

NONE PROVIDED

Project Description

Project Use: (select all that apply - Private, Commercial, Public/Government/Tribal, Receiving Federal/State Transportation Funds, Non-profit, or Other)

Private

Project Type (select all that apply):

Development-Condominium/Subdivision-Residential

Project Summary (Purpose and Use): Provide a summary of all proposed activities including the intended use and reason for the proposed project.

The applicant proposes to construct 18 new single family homes, expanding the adjacent subdivision east of the parcel, in order to meet the demand for new single family residential development in the Orion Township area. The applicant proposes to construct a road by placing 81 cubic yards of fill within 1,124 square feet of wetland and excavating 48 cubic 767 square feet of wetland , and installing a 119 linear feet of 12 -inch diameter wetland equalizer culvert under proposed road that will cross the wetland mapped on the property. The applicant also proposes to create a storm water detention basin within upland on the northwest corner of the property that will replace existing infrastructure within Waldon Road right of way. The applicant proposes to install 20 feet of 18-inch storm sewer within wetland.

Project Construction Sequence, Methods, and Equipment: Describe how the proposed project timing, methods, and equipment will minimize disturbance from the project construction, including but not limited to soil erosion and sedimentation control measures.

Sequence of Construction: 1) install soil erosion control measures; 2) mechanically clear areas of proposed grading; 3) mass grade roads, building pads, and detention basin; 4) install underground utilities and roads; 5) complete site grading; 6) seed and plant to stabilize disturbed portions of the site; 7) pave roads and parking areas and finish landscape plantings; and 8) remove soil erosion control measures.

Project Alternatives: Describe all options considered as alternatives to the proposed project, and describe how impacts to state and federal regulated waters will be avoided and minimized. This may include other locations, materials, etc.

In the original site plan the entirety of Wetland C was proposed to be filled, the original plan contained twenty lots in comparison to the eighteen currently shown on the application drawings. The site layout was redesigned with two fewer lots to preserve the western portion of Wetland C and reduce the wetland impacts on site to the maximum extent possible. The western portion of Wetland C is proposed to be lowered to maintain drainage to the wetland across the road through a culvert added under the road and to allow for the three feet of cover over top of the culvert which is required by local ordinance. The remaining lots on site and the detention basin will be constructed entirely within upland. The main road through the new subdivision is located so that it crossed the wetland at the narrowest point, to minimize the impact while still allowing access to the upland portion of the site at its south end. Ending the access road prior to the wetland crossing with a cul-de-sac would not provide sufficient lots to offset the cost of the property and the road as well as provide fewer new residences to help meet existing demand. Moving the road alignment around the east side of the wetland would bring the road adjacent to the rear yards of existing lots creating light and noise impacts, potentially dangerous vehicle/pedestrian interactions and reducing the number of lots that could be created on both sides of the road.

Project Compensation: Describe how the proposed impacts to state and federal regulated waters will be compensated, OR explain why compensatory mitigation should not be required for the proposed impacts. Include amount, location, and method of compensation (i.e., bank, on-site, preservation, etc.)

Wetland mitigation is not proposed because wetland impacts are less than 0.1 acre.

Upload any additional information as needed to provide information applicable to your project regarding project purpose sequence, methods, alternatives, or compensation.

NONE PROVIDED

150

Comment

NONE PROVIDED

Resource and Activity Type

SELECT THE ACTIVITIES from the list below that are proposed in your project (check ALL that apply). If you don't see your project type listed, select "Other Project Type". These activities listed require additional information to be gathered later in the application.

Culvert- Wetland Equalizer Only
Utility Crossings - Below Ground

The Proposed Project will involve the following resources (check ALL that apply).

Wetland

Major Project Fee Calculation Questions

Is filling of 10,000 cubic yards or more proposed (cumulatively) within wetlands, streams, lakes, or Great Lakes?

No

Is dredging of 10,000 cubic yards (cumulatively) or more proposed within streams, lakes, or Great Lakes? (wetlands not included)

No

Is new dredging or adjacent upland excavation in suspected contamination areas proposed by this application?

No

Is a subdivision, condominium, or new golf course proposed?

Yes

Wetland Project Information and Impacts

Has a professional wetland delineation been completed for this site?

Yes

Attach a copy of wetland delineation report with data form.

[Wetland B Wetland Determination Form.pdf - 07/14/2022 10:09 AM](#)

[Wetland Boundary Map- 625 Waldon Rd Orion Twp-1.17.2021.pdf - 07/14/2022 10:09 AM](#)

[Upland A-B-C Determination Form.pdf - 07/14/2022 10:09 AM](#)

[Wetland C Wetland Determination Form.pdf - 07/14/2022 10:09 AM](#)

[Wetland A Wetland Determination Form.pdf - 07/14/2022 10:09 AM](#)

Comment

NONE PROVIDED

Total acres of wetland affected by this project.



Category	Affected area (acres)
Permanent	0.04
Temporary	0
	Sum: 0.04

Is filling or draining of 1 acre or more (cumulatively) of wetland proposed?

No

Select all wetland types that will be affected by this project:

Forested

If your project includes placing fill in wetland then select the proposed activities from the following list. If your activity is not shown, then select  None of the Above  and move to the next question. Only enter an impacted area in one of the impact tables (do not duplicate impact entries):

General Fill
Road - New
Riprap

Complete this table for projects involving Fill. Enter each activity/ location that corresponds with each activity selected in the previous question and enter the dimensions. Activities may be entered in one line of the table if they occupy the same impact footprint and cannot be broken out separately (Example: Activity - Driveway and Riprap slope). Multiple activities in different locations should be listed on different lines of the table.

Activity	Length (feet)	Width (feet)	Depth (feet)	Area (square feet)	Volume (cubic feet)	Volume (cubic yards)	Corrected value for complex impact AREAS (square feet)
Fill	121	9.3	1.95	1125.3000000000002	2194.3350000000005	81	1124
				Sum: 1125.3	Sum: 2194.335	Sum: 81	Sum: 1124

Source of Fill Material:

Off-site

Please Describe

Commercially obtained

Type of Fill.

Clay

Is riprap proposed?

Yes

Indicate size range of riprap in inches:

8-15

Type of riprap

Angular rock

Will material be installed under the riprap?

No

Select from the following list for Excavation/Dredge Activities (if your proposed project is primarily a structure enter the impact as a structure. Only enter an impacted area in one of the impact tables in one impact section):

Excavation (wetlands)

If your project includes EXCAVATION/DREDGE IN WETLAND then select all of the proposed activities in the following list. If your activity is not shown, then select ☐ None of the Above ☐ and move to the next question. Only enter an impacted area in one of the impact tables (do not duplicate impact entries):

Activity	Length (feet)	Width (feet)	Depth (feet)	Area (sq. feet)	Volume (cubic feet)	Volume (cubic yards)	Corrected value for complex impact AREAS (square feet)
Cut	383.5	2	1.68	767	1288.56	48	767
				Sum: 767	Sum: 1288.56	Sum: 48	Sum: 767

Spoils Disposal

Will the excavation/dredge spoils be disposed of on site or off site?

On site

Describe any measures used to retain sediment:

NONE PROVIDED

If your project includes STRUCTURES IN WETLAND then select all of the proposed activities in the following list. If your activity is not shown, then select ☐ None of the Above ☐ and move to the next question. Only enter an impacted area in one of the impact tables (do not duplicate impact entries):

Culvert

Projects involving Structures:

Activity	Length (feet)	Width (feet)	Depth (feet)	Area (Sq. feet)	Volume (cubic feet)	Volume (cubic yards)	Corrected value for complex impact AREAS (square feet)
Wetland Equalizer Culvert	119	1	1	119	119	4	NONE PROVIDED
				Sum: 119	Sum: 119	Sum: 4	Sum: NaN

If your project includes Other Activities in WETLAND not listed in this section, then select from the proposed activities in the following list. If your activity in Wetland has not been listed in this Wetland Section, then select **Other** and enter a description of your activity. Only enter an impacted area in one of the impact tables (do not duplicate impact entries). If you selected a Fill, Excavation/Dredging, or Structure activity above in this section, but do not have an activity listed as Other, then select None of the Above for this question.

None of the above

Is Wetland Mitigation being proposed as part of this proposed project?

No

Explain why no mitigation is proposed.

Wetland mitigation is not proposed because wetland impacts are less than 0.1 acre.

Utility Crossings

Select all resource types that are proposed to be crossed by this project:

Wetlands

How many total wetland crossings are proposed?

1

Enter the type and total number of acres of wetland that will be converted from one wetland type to another wetland type.

Wetland type	Acres of impact
Other: Utility will be under wetland fill associated with road crossing	0

List of Utility Crossing Impacts

Unique Identifier	Type of Crossing	Method	Utility Type	Length (feet)	Pipe diameter (inches)	Distance below surface (feet)	Trench width (feet)
18" ST	Wetland	Open Trench	Storm sewer	20	18	6	NONE PROVIDED

Upload of Proposed Site Plans

Required on all Site Plan uploads. Please identify that all of the following items are included on your plans that you upload with this application.

Site Plan Features	Existing and Proposed Plan Set
Scale, Compass North, and Property Lines	Yes
Fill and Excavation areas with associated amounts in cubic yards	Yes
Any rivers, lakes, or ponds and associated Ordinary High Water Mark (OHWM)	N/A
Exterior dimensions of Structures, Fill and Excavation areas associated with the proposed project	Yes
Dimensions to other Structures and Lot Lines associated with the project	Yes
Topographic Contour Lines from licensed surveyor or engineer when applicable	Yes

Upload Site Plans and Cross Section Drawings for your Proposed Project

AP BUILDERS EGLE PLANS (003) 7.14.2022.pdf - 07/14/2022 05:40 PM

Comment

NONE PROVIDED

Additional Required and Supplementary Documents

NONE PROVIDED

Comment

NONE PROVIDED

Fees

Major Project Fee
+\$2000.00

Total Fee Amount:

\$2000.00

Is the applicant or landowner a State of Michigan Agency?

No

Attachments

Date	Attachment Name	Context	User
7/14/2022 5:40 PM	AP BUILDERS EGLE PLANS (003) 7.14.2022.pdf	Attachment	Frances Thompson
7/14/2022 1:46 PM	Waldon Reserve-Adjacent Property Owners List.pdf	Attachment	Frances Thompson
7/14/2022 10:09 AM	Wetland B Wetland Determination Form.pdf	Attachment	Frances Thompson
7/14/2022 10:09 AM	Wetland Boundary Map- 625 Waldon Rd Orion Twp-1.17.2021.pdf	Attachment	Frances Thompson
7/14/2022 10:09 AM	Upland A-B-C Determination Form.pdf	Attachment	Frances Thompson
7/14/2022 10:09 AM	Wetland C Wetland Determination Form.pdf	Attachment	Frances Thompson
7/14/2022 10:09 AM	Wetland A Wetland Determination Form.pdf	Attachment	Frances Thompson
7/11/2022 2:03 PM	Authorization for Submission to EGLE.pdf	Attachment	Alison McClear

Status History

	User	Processing Status
7/7/2022 4:01:57 PM	Alison McClear	Draft
7/15/2022 12:24:48 PM	Frances Thompson	Submitting
7/15/2022 12:25:03 PM	Frances Thompson	Submitted
7/15/2022 12:25:12 PM	Frances Thompson	In Process

**Waldon Reserve Development, LLC
21 East Long Lake Suite 215
Bloomfield Hills, MI 48304**

July 11, 2022

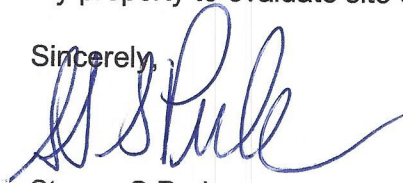
Jeff King
Barr Engineering Co.
3005 Boardwalk Drive, Suite 100
Ann Arbor, MI 48108

Re: 625 Waldon Road Parcel ID 09-27-276-038
Orion Township, Oakland County, Michigan

Dear Mr. King:

As the owner of the property listed above, I authorize the agent, Barr Engineering Co. to prepare and submit applications to the Michigan Department of Environment, Great Lakes, and Energy (EGLE) for the above-referenced property. Representatives from EGLE may enter my property to evaluate site conditions.

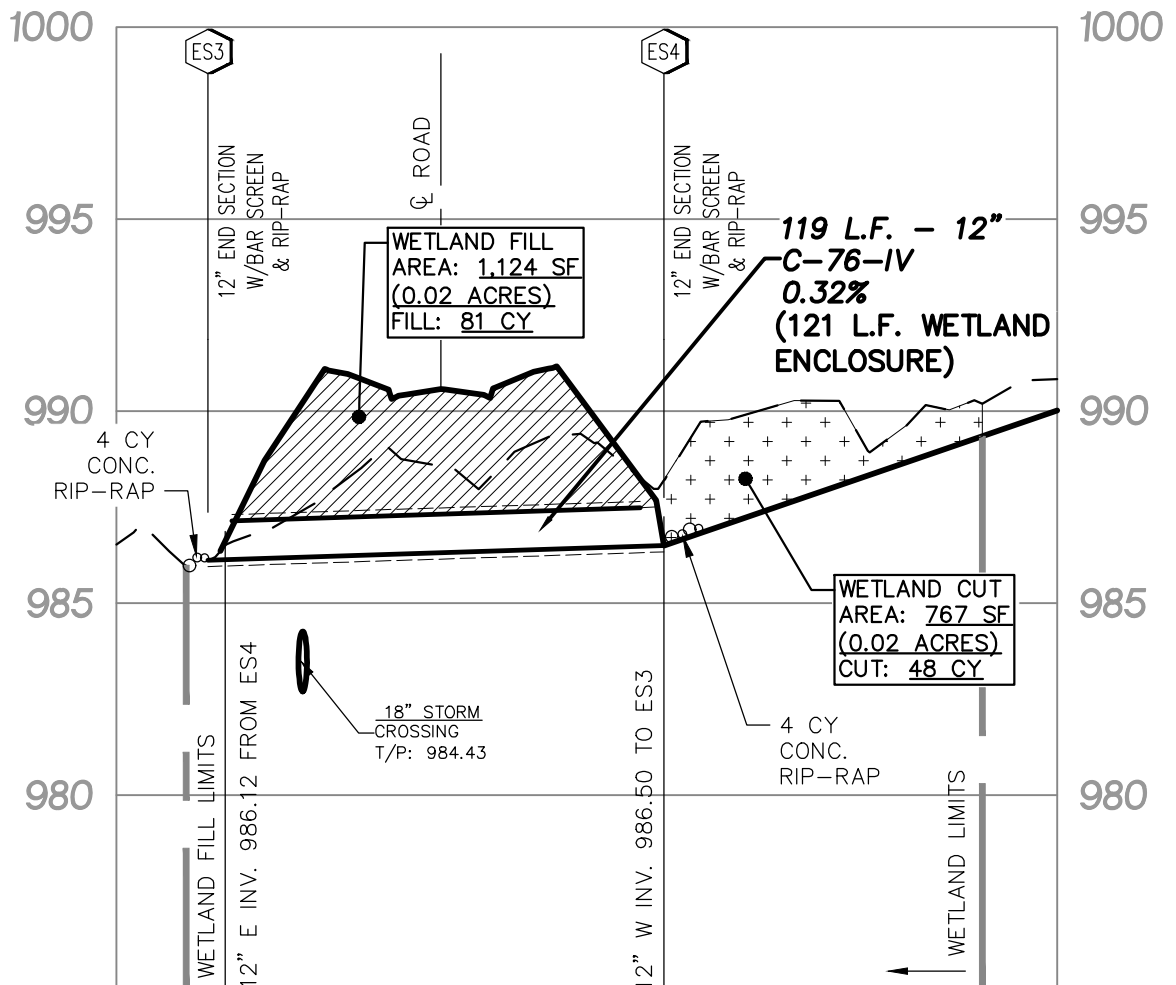
Sincerely,



Steven S Perlman
Managing Member
Waldon Reserve Development, LLC
Bloomfield Hills, MI 48304
248-712-4254

EGL E Permit Application List of Adjacent Property Owners for Waldon Reserve

1. Waldon Ridge HOA
Don Dixon
3188 Waldon Ridge Drive
Orion, MI 48359
2. Waldon Park HOA
Andrew Bayley
3053 Waldon Park Drive
Orion, MI 48359
3. Steven Gay
751 Waldon Road
Orion, MI 48359
4. Gertrude F Pearce Trust
748 Waldon Road
Orion, MI 48359
5. Waste Management of Michigan, INC
615 Griswold
Detroit, MI 48226



CROSS SECTION A-A

SCALE: HORIZONTAL: 1"=50'
VERTICAL: 1"=5'

PREPARED FOR:
AP BUILDERS
21 EAST LONG LAKE ROAD
SUITE 215
BLOOMFIELD HILLS, MI 48304
(248) 712-4254



**SEIBER KEAST LEHNER
ENGINEERING | SURVEYING**

CONSULTING ENGINEERS
39205 COUNTRY CLUB DR • SUITE C8 • FARMINGTON HILLS • MI
248.308.3331

REVISIONS		
NO.	ITEM	DATE
1.	REV PER CONSULTANT	06-14-22

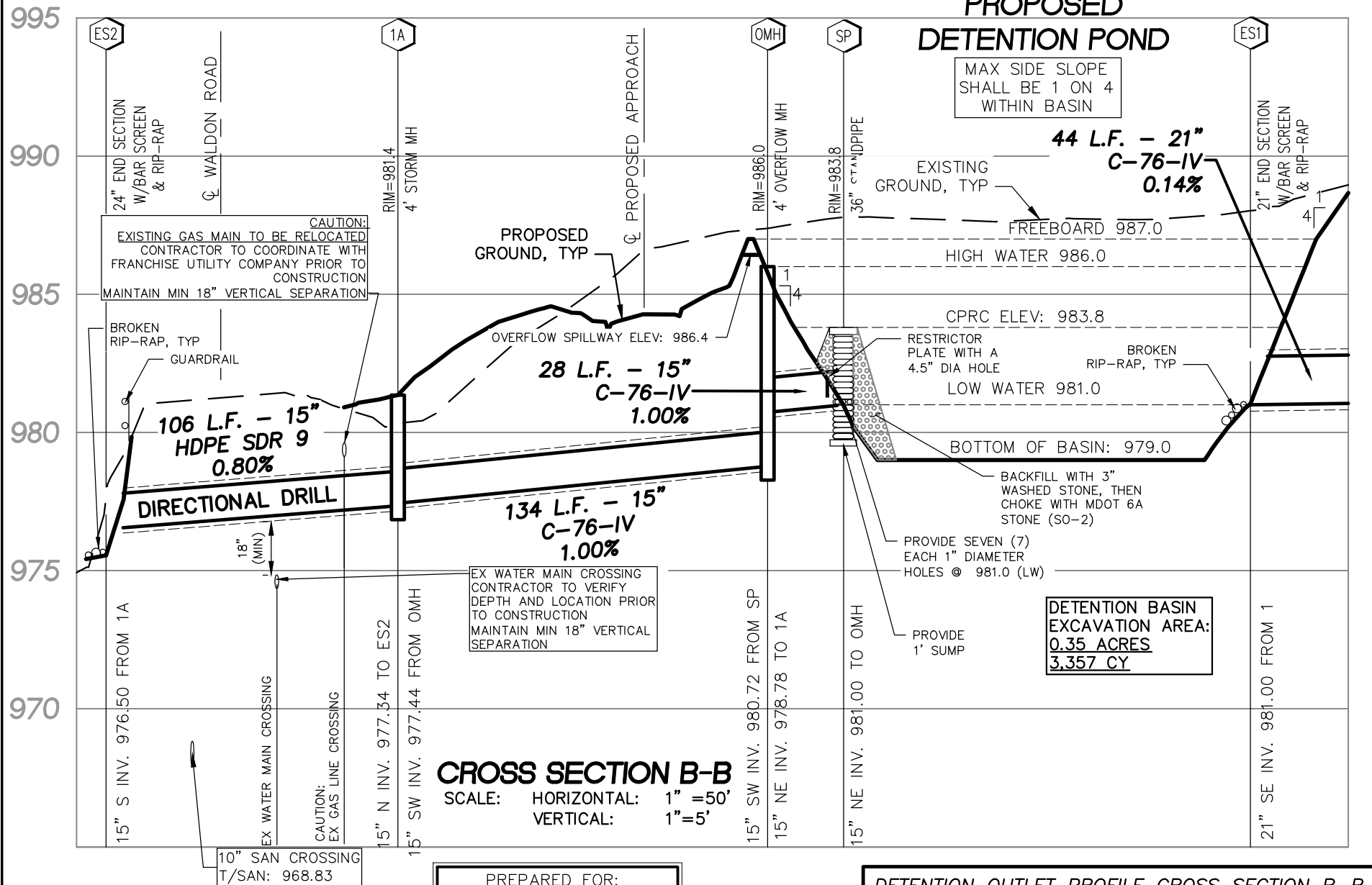
WETLAND IMPACT PROFILE CROSS SECTION A-A

WALDON RESERVE

EGL PERMIT FILE NO. XX-XX-XXXX-X
PART OF THE NORTHEAST 1/4 OF SECTION 27,
T4N, R10E, ORION TOWNSHIP,
OAKLAND COUNTY, MICHIGAN

SCALE:
JOB NO.: 21-037
DATE: 07-14-22
CHECKED BY: JME

SHEET
4
OF
7



SKL SEIBER KEAST LEHNER
ENGINEERING | SURVEYING

CONSULTING ENGINEERS

39205 COUNTRY CLUB DR • SUITE C8 • FARMINGTON HILLS • MI 48331

PREPARED FOR:
AP BUILDERS

21 EAST LONG LAKE ROAD
SUITE 215
BLOOMFIELD HILLS, MI 48304
(248) 712-4254

REVISIONS		
NO.	ITEM	DATE
62		

DETENTION OUTLET PROFILE CROSS SECTION B-B

WALDON RESERVE

EGL E PERMIT FILE NO. XX-XX-XXXX-X

PART OF THE NORTHEAST 1/4 OF SECTION 27,
T4N, R10E, ORION TOWNSHIP,
OAKLAND COUNTY, MICHIGAN

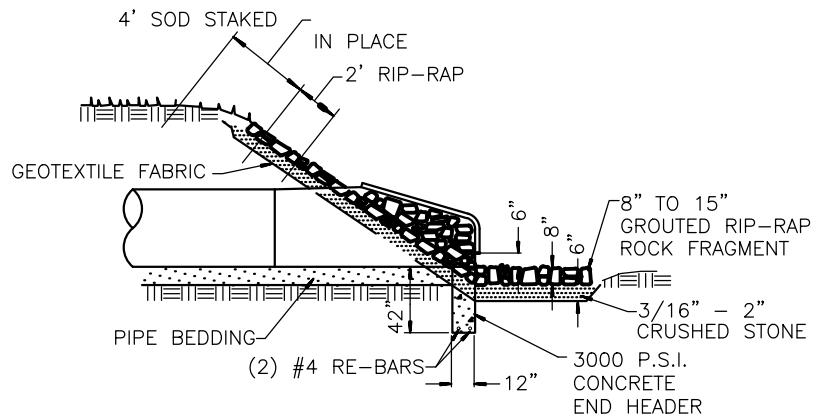
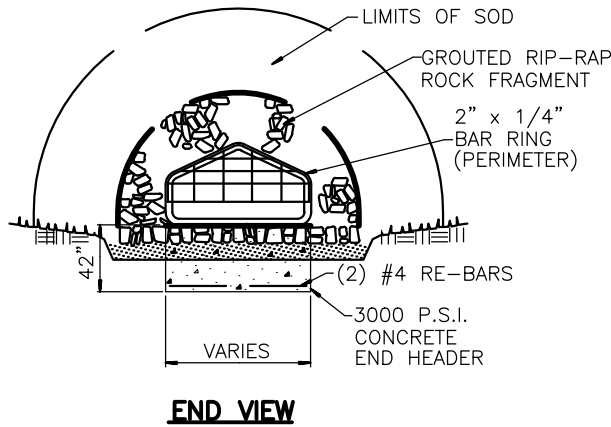
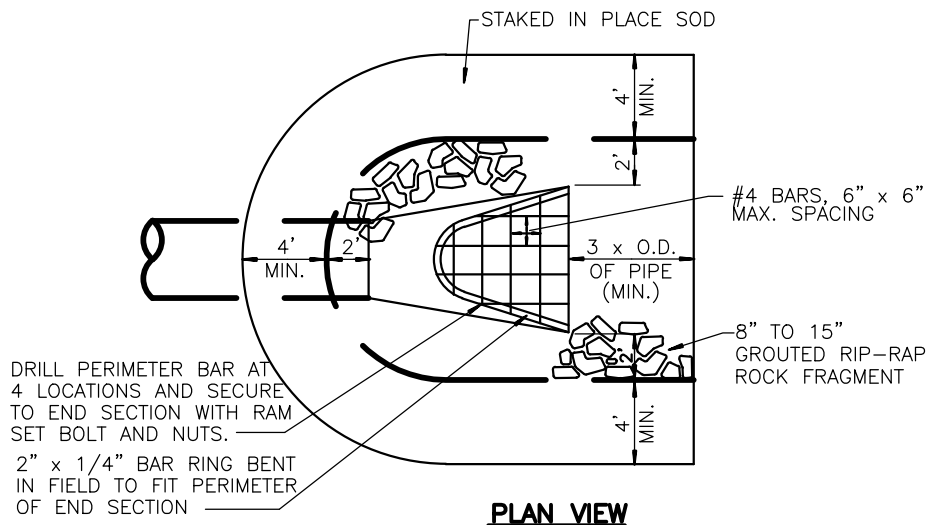
SCALE:

JOB NO.: 21-037

DATE: 07-14-22

CHECKED BY: JME

SHEET
6
OF
7



NOTE:
BAR SCREEN SHALL BE GALVANIZED.

END SECTION AND BAR SCREEN DETAIL

NO SCALE

PREPARED FOR:
AP BUILDERS
21 EAST LONG LAKE ROAD
SUITE 215
BLOOMFIELD HILLS, MI 48304
(248) 712-4254



**SEIBER KEAST LEHNER
ENGINEERING | SURVEYING**

CONSULTING ENGINEERS
39205 COUNTRY CLUB DR • SUITE C8 • FARMINGTON HILLS • MI
248.308.3331

REVISIONS			
NO.	ITEM	DATE	
1.	REV PER CONSULTANT	06-14-22	

WALDON RESERVE
EGLE PERMIT FILE NO. XX-XX-XXXX-X
PART OF THE NORTHEAST 1/4 OF SECTION 27,
T4N, R10E, ORION TOWNSHIP,
OAKLAND COUNTY, MICHIGAN

SCALE:
JOB NO.: 21-037
DATE: 07-14-22
CHECKED BY: JME

SHEET
7
OF
7



0 250' 500'
SCALE IN FEET



Corporate Headquarters:
Minneapolis, Minnesota
Ph: 1-800-632-2277

Project Office:
BARR ENGINEERING CO.
3005 BOARDWALK STREET
SUITE 100
ANN ARBOR, MI 48108
Ph: 1-800-270-5017
Fax: (732) 922-4401
www.barr.com

Scale	1"=250'
Date	1/17/2022
Drawn	FMT
Checked	JK
Designed	BB 164
Approved	JK

625 Waldon Rd
Orion Township, Oakland County

Wetland Boundary Map

BARR PROJECT No. 22631169.00	
CLIENT PROJECT No.	
SHEET No. 1	REV. No.

WETLAND DETERMINATION DATA FORM – Northcentral and Northeast Region

Project/Site: 625 Waldon Road City/County: Orion Twp., Oakland Co. Sampling Date: 12/23/2021
 Applicant/Owner: Steve Perlman; AP Builders State: MI Sampling Point: C18
 Investigator(s): Bill Brodovich Section, Township, Range: S27, T4N, R10E
 Landform (hillside, terrace, etc.): upland Local relief (concave, convex, none): convex Slope %: 6-12
 Subregion (LRR or MLRA): LRR K Lat: 43.7327 Long: -83.25775 Datum: WGS
 Soil Map Unit Name: Foc sandy loam, Huron lobe NWI classification: Upl A-B-C

Are climatic / hydrologic conditions on the site typical for this time of year? Yes X No (If no, explain in Remarks.)
 Are Vegetation , Soil , or Hydrology significantly disturbed? Are "Normal Circumstances" present? Yes X No
 Are Vegetation , Soil , or Hydrology naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present? Yes <u> </u> No <u>X</u> Hydric Soil Present? Yes <u> </u> No <u>X</u> Wetland Hydrology Present? Yes <u> </u> No <u>X</u>	Is the Sampled Area within a Wetland? Yes <u> </u> No <u>X</u> If yes, optional Wetland Site ID: <u> </u>
Remarks: (Explain alternative procedures here or in a separate report.) Sampling point is midway between the 3 wetlands, next to the tower in the powerline corridor.	

HYDROLOGY

Wetland Hydrology Indicators: <u>Primary Indicators (minimum of one is required; check all that apply)</u> <div style="display: flex; flex-wrap: wrap;"> <div style="width: 50%;"> <u> </u> Surface Water (A1) <u> </u> High Water Table (A2) <u> </u> Saturation (A3) <u> </u> Water Marks (B1) <u> </u> Sediment Deposits (B2) <u> </u> Drift Deposits (B3) <u> </u> Algal Mat or Crust (B4) <u> </u> Iron Deposits (B5) <u> </u> Inundation Visible on Aerial Imagery (B7) <u> </u> Sparsely Vegetated Concave Surface (B8) </div> <div style="width: 50%;"> <u> </u> Water-Stained Leaves (B9) <u> </u> Aquatic Fauna (B13) <u> </u> Marl Deposits (B15) <u> </u> Hydrogen Sulfide Odor (C1) <u> </u> Oxidized Rhizospheres on Living Roots (C3) <u> </u> Presence of Reduced Iron (C4) <u> </u> Recent Iron Reduction in Tilled Soils (C6) <u> </u> Thin Muck Surface (C7) <u> </u> Other (Explain in Remarks) </div> </div>	<u>Secondary Indicators (minimum of two required)</u> <u> </u> Surface Soil Cracks (B6) <u> </u> Drainage Patterns (B10) <u> </u> Moss Trim Lines (B16) <u> </u> Dry-Season Water Table (C2) <u> </u> Crayfish Burrows (C8) <u> </u> Saturation Visible on Aerial Imagery (C9) <u> </u> Stunted or Stressed Plants (D1) <u> </u> Geomorphic Position (D2) <u> </u> Shallow Aquitard (D3) <u> </u> Microtopographic Relief (D4) <u> </u> FAC-Neutral Test (D5)
Field Observations: Surface Water Present? Yes <u> </u> No <u>X</u> Depth (inches): <u> </u> Water Table Present? Yes <u> </u> No <u>X</u> Depth (inches): <u> </u> Saturation Present? Yes <u> </u> No <u>X</u> Depth (inches): <u>0</u> (includes capillary fringe)	Wetland Hydrology Present? Yes <u> </u> No <u>X</u>
Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available: Remarks:	

VEGETATION – Use scientific names of plants.

 Sampling Point: C18

Tree Stratum (Plot size: <u>30'</u>)	Absolute % Cover	Dominant Species?	Indicator Status																	
1. _____	_____	_____	_____	Dominance Test worksheet: Number of Dominant Species That Are OBL, FACW, or FAC: <u>0</u> (A) Total Number of Dominant Species Across All Strata: <u>1</u> (B) Percent of Dominant Species That Are OBL, FACW, or FAC: <u>0.0%</u> (A/B) Prevalence Index worksheet: <table style="width: 100%;"> <tr> <td style="width: 50%;">Total % Cover of:</td> <td style="width: 50%;">Multiply by:</td> </tr> <tr> <td>OBL species <u>0</u></td> <td>x 1 = <u>0</u></td> </tr> <tr> <td>FACW species <u>0</u></td> <td>x 2 = <u>0</u></td> </tr> <tr> <td>FAC species <u>0</u></td> <td>x 3 = <u>0</u></td> </tr> <tr> <td>FACU species <u>85</u></td> <td>x 4 = <u>340</u></td> </tr> <tr> <td>UPL species <u>15</u></td> <td>x 5 = <u>75</u></td> </tr> <tr> <td>Column Totals: <u>100</u> (A)</td> <td><u>415</u> (B)</td> </tr> <tr> <td colspan="2">Prevalence Index = B/A = <u>4.15</u></td> </tr> </table>	Total % Cover of:	Multiply by:	OBL species <u>0</u>	x 1 = <u>0</u>	FACW species <u>0</u>	x 2 = <u>0</u>	FAC species <u>0</u>	x 3 = <u>0</u>	FACU species <u>85</u>	x 4 = <u>340</u>	UPL species <u>15</u>	x 5 = <u>75</u>	Column Totals: <u>100</u> (A)	<u>415</u> (B)	Prevalence Index = B/A = <u>4.15</u>	
Total % Cover of:	Multiply by:																			
OBL species <u>0</u>	x 1 = <u>0</u>																			
FACW species <u>0</u>	x 2 = <u>0</u>																			
FAC species <u>0</u>	x 3 = <u>0</u>																			
FACU species <u>85</u>	x 4 = <u>340</u>																			
UPL species <u>15</u>	x 5 = <u>75</u>																			
Column Totals: <u>100</u> (A)	<u>415</u> (B)																			
Prevalence Index = B/A = <u>4.15</u>																				
2. _____	_____	_____	_____																	
3. _____	_____	_____	_____																	
4. _____	_____	_____	_____																	
5. _____	_____	_____	_____																	
6. _____	_____	_____	_____																	
7. _____	_____	_____	_____																	
		=Total Cover																		
Sapling/Shrub Stratum (Plot size: <u>15'</u>)																				
1. _____	_____	_____	_____	Hydrophytic Vegetation Indicators: <u>1</u> - Rapid Test for Hydrophytic Vegetation <u>2</u> - Dominance Test is >50% <u>3</u> - Prevalence Index is ≤3.0 ¹ <u>4</u> - Morphological Adaptations ¹ (Provide supporting data in Remarks or on a separate sheet) <u> </u> Problematic Hydrophytic Vegetation ¹ (Explain) ¹ Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.																
2. _____	_____	_____	_____																	
3. _____	_____	_____	_____																	
4. _____	_____	_____	_____																	
5. _____	_____	_____	_____																	
6. _____	_____	_____	_____																	
7. _____	_____	_____	_____																	
		=Total Cover																		
Herb Stratum (Plot size: <u>5'</u>)																				
1. <u>Festuca rubra</u>	<u>70</u>	<u>Yes</u>	<u>FACU</u>	Definitions of Vegetation Strata: Tree – Woody plants 3 in. (7.6 cm) or more in diameter at breast height (DBH), regardless of height. Sapling/shrub – Woody plants less than 3 in. DBH and greater than or equal to 3.28 ft (1 m) tall. Herb – All herbaceous (non-woody) plants, regardless of size, and woody plants less than 3.28 ft tall. Woody vines – All woody vines greater than 3.28 ft in height. Hydrophytic Vegetation Present? Yes <u> </u> No <u>X</u>																
2. <u>Solidago altissima</u>	<u>10</u>	<u>No</u>	<u>FACU</u>																	
3. <u>Centaurea stoebe</u>	<u>10</u>	<u>No</u>	<u>UPL</u>																	
4. <u>Pyrus calleryana</u>	<u>5</u>	<u>No</u>	<u>UPL</u>																	
5. <u>Juniperus virginiana</u>	<u>5</u>	<u>No</u>	<u>FACU</u>																	
6. <u>Conyza canadensis</u>	<u>5</u>	<u>No</u>																		
7. _____	_____	_____	_____																	
8. _____	_____	_____	_____																	
9. _____	_____	_____	_____																	
10. _____	_____	_____	_____																	
11. _____	_____	_____	_____																	
12. _____	_____	_____	_____																	
		105 =Total Cover																		
Woody Vine Stratum (Plot size: <u>15'</u>)																				
1. _____	_____	_____	_____																	
2. _____	_____	_____	_____																	
3. _____	_____	_____	_____																	
4. _____	_____	_____	_____																	
		=Total Cover																		

Remarks: (Include photo numbers here or on a separate sheet.)

SOIL

Sampling Point C18

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)								
Depth (inches)	Matrix		Redox Features				Texture	Remarks
	Color (moist)	%	Color (moist)	%	Type ¹	Loc ²		
0-12	10YR 3/4	100					Loamy/Clayey	sandy loam
12-14	10YR 5/6	100					Sandy	

¹Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains.

²Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators:		Indicators for Problematic Hydric Soils ³ :	
<input type="checkbox"/> Histosol (A1)	<input type="checkbox"/> Polyvalue Below Surface (S8) (LRR R,	<input type="checkbox"/> 2 cm Muck (A10) (LRR K, L, MLRA 149B)	
<input type="checkbox"/> Histic Epipedon (A2)	<input checked="" type="checkbox"/> MLRA 149B)	<input type="checkbox"/> Coast Prairie Redox (A16) (LRR K, L, R)	
<input type="checkbox"/> Black Histic (A3)	<input type="checkbox"/> Thin Dark Surface (S9) (LRR R, MLRA 149B)	<input type="checkbox"/> 5 cm Mucky Peat or Peat (S3) (LRR K, L, R)	
<input type="checkbox"/> Hydrogen Sulfide (A4)	<input type="checkbox"/> High Chroma Sands (S11) (LRR K, L)	<input type="checkbox"/> Polyvalue Below Surface (S8) (LRR K, L)	
<input type="checkbox"/> Stratified Layers (A5)	<input type="checkbox"/> Loamy Mucky Mineral (F1) (LRR K, L)	<input type="checkbox"/> Thin Dark Surface (S9) (LRR K, L)	
<input type="checkbox"/> Depleted Below Dark Surface (A11)	<input type="checkbox"/> Loamy Gleyed Matrix (F2)	<input type="checkbox"/> Iron-Manganese Masses (F12) (LRR K, L, R)	
<input type="checkbox"/> Thick Dark Surface (A12)	<input type="checkbox"/> Depleted Matrix (F3)	<input type="checkbox"/> Piedmont Floodplain Soils (F19) (MLRA 149B)	
<input type="checkbox"/> Sandy Mucky Mineral (S1)	<input type="checkbox"/> Redox Dark Surface (F6)	<input type="checkbox"/> Mesic Spodic (TA6) (MLRA 144A, 145, 149B)	
<input type="checkbox"/> Sandy Gleyed Matrix (S4)	<input type="checkbox"/> Depleted Dark Surface (F7)	<input type="checkbox"/> Red Parent Material (F21)	
<input type="checkbox"/> Sandy Redox (S5)	<input type="checkbox"/> Redox Depressions (F8)	<input type="checkbox"/> Very Shallow Dark Surface (F22)	
<input type="checkbox"/> Stripped Matrix (S6)	<input type="checkbox"/> Marl (F10) (LRR K, L)	<input type="checkbox"/> Other (Explain in Remarks)	
<input type="checkbox"/> Dark Surface (S7)			

³Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed):			
Type: _____			
Depth (inches): _____		Hydric Soil Present?	Yes ____ No __X__

Remarks:
This data form is revised from Northcentral and Northeast Regional Supplement Version 2.0 to include the NRCS Field Indicators of Hydric Soils, Version 7.0, 2015 Errata. (http://www.nrcs.usda.gov/Internet/FSE_DOCUMENTS/nrcs142p2_051293.docx)

167

WETLAND DETERMINATION DATA FORM – Northcentral and Northeast Region

Project/Site: 625 Waldon Road City/County: Orion Twp., Oakland Co. Sampling Date: 12/23/2021
 Applicant/Owner: Steve Perlman State: MI Sampling Point: A1
 Investigator(s): Bill Brodovich Section, Township, Range: S27, T4N, R10E
 Landform (hillside, terrace, etc.): depression Local relief (concave, convex, none): Concave Slope %: 0
 Subregion (LRR or MLRA): LRR K Lat: 42.7312 Long: -83.257727 Datum: WSG
 Soil Map Unit Name: Houghton and Adrian Muck NWI classification: PEM
 Are climatic / hydrologic conditions on the site typical for this time of year? Yes X No (If no, explain in Remarks.)
 Are Vegetation , Soil , or Hydrology significantly disturbed? Are "Normal Circumstances" present? Yes X No
 Are Vegetation , Soil , or Hydrology naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present? Yes <u>X</u> No <u> </u> Hydric Soil Present? Yes <u>X</u> No <u> </u> Wetland Hydrology Present? Yes <u>X</u> No <u> </u>	Is the Sampled Area within a Wetland? Yes <u>X</u> No <u> </u> If yes, optional Wetland Site ID: <u> </u>
Remarks: (Explain alternative procedures here or in a separate report.)	

HYDROLOGY

Wetland Hydrology Indicators: <u>Primary Indicators (minimum of one is required; check all that apply)</u> <u> </u> Surface Water (A1) <u> </u> Water-Stained Leaves (B9) <u>X</u> High Water Table (A2) <u> </u> Aquatic Fauna (B13) <u>X</u> Saturation (A3) <u> </u> Marl Deposits (B15) <u> </u> Water Marks (B1) <u> </u> Hydrogen Sulfide Odor (C1) <u> </u> Sediment Deposits (B2) <u> </u> Oxidized Rhizospheres on Living Roots (C3) <u> </u> Drift Deposits (B3) <u> </u> Presence of Reduced Iron (C4) <u> </u> Algal Mat or Crust (B4) <u> </u> Recent Iron Reduction in Tilled Soils (C6) <u> </u> Iron Deposits (B5) <u> </u> Thin Muck Surface (C7) <u> </u> Inundation Visible on Aerial Imagery (B7) <u> </u> Other (Explain in Remarks) <u> </u> Sparsely Vegetated Concave Surface (B8)	<u>Secondary Indicators (minimum of two required)</u> <u> </u> Surface Soil Cracks (B6) <u> </u> Drainage Patterns (B10) <u> </u> Moss Trim Lines (B16) <u> </u> Dry-Season Water Table (C2) <u> </u> Crayfish Burrows (C8) <u> </u> Saturation Visible on Aerial Imagery (C9) <u> </u> Stunted or Stressed Plants (D1) <u> </u> Geomorphic Position (D2) <u> </u> Shallow Aquitard (D3) <u> </u> Microtopographic Relief (D4) <u>X</u> FAC-Neutral Test (D5)
Field Observations: Surface Water Present? Yes <u> </u> No <u>X</u> Depth (inches): <u> </u> Water Table Present? Yes <u>X</u> No <u> </u> Depth (inches): <u>10</u> Saturation Present? Yes <u>X</u> No <u> </u> Depth (inches): <u>5</u> (includes capillary fringe)	Wetland Hydrology Present? Yes <u>X</u> No <u> </u>
Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:	
Remarks:	

VEGETATION – Use scientific names of plants.

Sampling Point: A1

Tree Stratum (Plot size: <u> 30' </u>)	Absolute % Cover	Dominant Species?	Indicator Status																	
1. <u>Ulmus americana</u>	<u>15</u>	<u>Yes</u>	<u>FACW</u>	Dominance Test worksheet: Number of Dominant Species That Are OBL, FACW, or FAC: <u> 3 </u> (A) Total Number of Dominant Species Across All Strata: <u> 3 </u> (B) Percent of Dominant Species That Are OBL, FACW, or FAC: <u> 100.0% </u> (A/B)																
2. _____	_____	_____	_____																	
3. _____	_____	_____	_____																	
4. _____	_____	_____	_____																	
5. _____	_____	_____	_____																	
6. _____	_____	_____	_____																	
7. _____	_____	_____	_____																	
	<u>15</u>	<u>=Total Cover</u>		Prevalence Index worksheet: <table style="width: 100%;"> <tr> <th style="width: 50%;">Total % Cover of:</th> <th style="width: 50%;">Multiply by:</th> </tr> <tr> <td>OBL species <u>10</u></td> <td>x 1 = <u>10</u></td> </tr> <tr> <td>FACW species <u>110</u></td> <td>x 2 = <u>220</u></td> </tr> <tr> <td>FAC species <u>10</u></td> <td>x 3 = <u>30</u></td> </tr> <tr> <td>FACU species <u>0</u></td> <td>x 4 = <u>0</u></td> </tr> <tr> <td>UPL species <u>0</u></td> <td>x 5 = <u>0</u></td> </tr> <tr> <td>Column Totals: <u>130</u></td> <td>(A) <u>260</u> (B)</td> </tr> <tr> <td colspan="2">Prevalence Index = B/A = <u>2.00</u></td> </tr> </table>	Total % Cover of:	Multiply by:	OBL species <u>10</u>	x 1 = <u>10</u>	FACW species <u>110</u>	x 2 = <u>220</u>	FAC species <u>10</u>	x 3 = <u>30</u>	FACU species <u>0</u>	x 4 = <u>0</u>	UPL species <u>0</u>	x 5 = <u>0</u>	Column Totals: <u>130</u>	(A) <u>260</u> (B)	Prevalence Index = B/A = <u>2.00</u>	
Total % Cover of:	Multiply by:																			
OBL species <u>10</u>	x 1 = <u>10</u>																			
FACW species <u>110</u>	x 2 = <u>220</u>																			
FAC species <u>10</u>	x 3 = <u>30</u>																			
FACU species <u>0</u>	x 4 = <u>0</u>																			
UPL species <u>0</u>	x 5 = <u>0</u>																			
Column Totals: <u>130</u>	(A) <u>260</u> (B)																			
Prevalence Index = B/A = <u>2.00</u>																				
Sapling/Shrub Stratum (Plot size: <u> 15' </u>)																				
1. <u>Frangula alnus</u>	<u>10</u>	<u>Yes</u>	<u>FAC</u>																	
2. _____	_____	_____	_____																	
3. _____	_____	_____	_____																	
4. _____	_____	_____	_____																	
5. _____	_____	_____	_____																	
6. _____	_____	_____	_____																	
7. _____	_____	_____	_____																	
	<u>10</u>	<u>=Total Cover</u>																		
Herb Stratum (Plot size: <u> 5' </u>)																				
1. <u>Phragmites australis</u>	<u>90</u>	<u>Yes</u>	<u>FACW</u>	Hydrophytic Vegetation Indicators: <u> </u> 1 - Rapid Test for Hydrophytic Vegetation <u> X </u> 2 - Dominance Test is >50% <u> X </u> 3 - Prevalence Index is ≤3.0 ¹ <u> </u> 4 - Morphological Adaptations ¹ (Provide supporting data in Remarks or on a separate sheet) <u> </u> Problematic Hydrophytic Vegetation ¹ (Explain) ¹ Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.																
2. <u>Onoclea sensibilis</u>	<u>5</u>	<u>No</u>	<u>FACW</u>																	
3. <u>Eutrochium maculatum</u>	<u>5</u>	<u>No</u>	<u>OBL</u>																	
4. <u>Carex lacustris</u>	<u>5</u>	<u>No</u>	<u>OBL</u>																	
5. _____	_____	_____	_____																	
6. _____	_____	_____	_____																	
7. _____	_____	_____	_____																	
8. _____	_____	_____	_____																	
9. _____	_____	_____	_____																	
10. _____	_____	_____	_____																	
11. _____	_____	_____	_____																	
12. _____	_____	_____	_____																	
	<u>105</u>	<u>=Total Cover</u>																		
Woody Vine Stratum (Plot size: <u> 15' </u>)																				
1. _____	_____	_____	_____																	
2. _____	_____	_____	_____																	
3. _____	_____	_____	_____																	
4. _____	_____	_____	_____																	
	_____	<u>=Total Cover</u>																		

Remarks: (Include photo numbers here or on a separate sheet.)

SOIL

Sampling Point: A1

[illegible]

WETLAND DETERMINATION DATA FORM – Northcentral and Northeast Region

Project/Site: 625 Waldon Road City/County: Orion Twp., Oakland Co. Sampling Date: 12/23/2021
 Applicant/Owner: Steve Perlman; AP Builders State: MI Sampling Point: B4
 Investigator(s): Bill Brodovich Section, Township, Range: S27, T4N, R10E
 Landform (hillside, terrace, etc.): depression Local relief (concave, convex, none): concave Slope %: 6
 Subregion (LRR or MLRA): LRR K Lat: 43.7317 Long: -83.2565 Datum: WGS
 Soil Map Unit Name: Fox sandy loam, Huron lobe NWI classification: PEM / PSS
 Are climatic / hydrologic conditions on the site typical for this time of year? Yes X No (If no, explain in Remarks.)
 Are Vegetation , Soil , or Hydrology significantly disturbed? Are "Normal Circumstances" present? Yes X No
 Are Vegetation , Soil , or Hydrology naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes <u>X</u>	No <u> </u>	Is the Sampled Area within a Wetland? Yes <u>X</u> No <u> </u> If yes, optional Wetland Site ID: <u> </u>
Hydric Soil Present?	Yes <u>X</u>	No <u> </u>	
Wetland Hydrology Present?	Yes <u>X</u>	No <u> </u>	
Remarks: (Explain alternative procedures here or in a separate report.) In powerline corridor			

HYDROLOGY

Wetland Hydrology Indicators: <u>Primary Indicators (minimum of one is required; check all that apply)</u> <u> </u> Surface Water (A1) <u> </u> Water-Stained Leaves (B9) <u>X</u> High Water Table (A2) <u> </u> Aquatic Fauna (B13) <u>X</u> Saturation (A3) <u> </u> Marl Deposits (B15) <u> </u> Water Marks (B1) <u> </u> Hydrogen Sulfide Odor (C1) <u> </u> Sediment Deposits (B2) <u> </u> Oxidized Rhizospheres on Living Roots (C3) <u> </u> Drift Deposits (B3) <u> </u> Presence of Reduced Iron (C4) <u> </u> Algal Mat or Crust (B4) <u> </u> Recent Iron Reduction in Tilled Soils (C6) <u> </u> Iron Deposits (B5) <u> </u> Thin Muck Surface (C7) <u> </u> Inundation Visible on Aerial Imagery (B7) <u> </u> Other (Explain in Remarks) <u> </u> Sparsely Vegetated Concave Surface (B8)		<u>Secondary Indicators (minimum of two required)</u> <u> </u> Surface Soil Cracks (B6) <u> </u> Drainage Patterns (B10) <u> </u> Moss Trim Lines (B16) <u> </u> Dry-Season Water Table (C2) <u> </u> Crayfish Burrows (C8) <u> </u> Saturation Visible on Aerial Imagery (C9) <u> </u> Stunted or Stressed Plants (D1) <u> </u> Geomorphic Position (D2) <u> </u> Shallow Aquitard (D3) <u> </u> Microtopographic Relief (D4) <u>X</u> FAC-Neutral Test (D5)
Field Observations: Surface Water Present? Yes <u> </u> No <u>X</u> Depth (inches): <u> </u> Water Table Present? Yes <u>X</u> No <u> </u> Depth (inches): <u>10</u> Saturation Present? Yes <u>X</u> No <u> </u> Depth (inches): <u>5</u> (includes capillary fringe)		Wetland Hydrology Present? Yes <u>X</u> No <u> </u>
Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:		
Remarks:		

VEGETATION – Use scientific names of plants.

 Sampling Point: B4

Tree Stratum (Plot size: <u>30'</u>)	Absolute % Cover	Dominant Species?	Indicator Status																	
1. _____	_____	_____	_____	Dominance Test worksheet: Number of Dominant Species That Are OBL, FACW, or FAC: <u>3</u> (A) Total Number of Dominant Species Across All Strata: <u>3</u> (B) Percent of Dominant Species That Are OBL, FACW, or FAC: <u>100.0%</u> (A/B) Prevalence Index worksheet: <table style="width: 100%;"> <tr> <td style="width: 50%;">Total % Cover of:</td> <td style="width: 50%;">Multiply by:</td> </tr> <tr> <td>OBL species <u>5</u></td> <td>x 1 = <u>5</u></td> </tr> <tr> <td>FACW species <u>85</u></td> <td>x 2 = <u>170</u></td> </tr> <tr> <td>FAC species <u>10</u></td> <td>x 3 = <u>30</u></td> </tr> <tr> <td>FACU species <u>0</u></td> <td>x 4 = <u>0</u></td> </tr> <tr> <td>UPL species <u>0</u></td> <td>x 5 = <u>0</u></td> </tr> <tr> <td>Column Totals: <u>100</u> (A)</td> <td><u>205</u> (B)</td> </tr> <tr> <td colspan="2">Prevalence Index = B/A = <u>2.05</u></td> </tr> </table>	Total % Cover of:	Multiply by:	OBL species <u>5</u>	x 1 = <u>5</u>	FACW species <u>85</u>	x 2 = <u>170</u>	FAC species <u>10</u>	x 3 = <u>30</u>	FACU species <u>0</u>	x 4 = <u>0</u>	UPL species <u>0</u>	x 5 = <u>0</u>	Column Totals: <u>100</u> (A)	<u>205</u> (B)	Prevalence Index = B/A = <u>2.05</u>	
Total % Cover of:	Multiply by:																			
OBL species <u>5</u>	x 1 = <u>5</u>																			
FACW species <u>85</u>	x 2 = <u>170</u>																			
FAC species <u>10</u>	x 3 = <u>30</u>																			
FACU species <u>0</u>	x 4 = <u>0</u>																			
UPL species <u>0</u>	x 5 = <u>0</u>																			
Column Totals: <u>100</u> (A)	<u>205</u> (B)																			
Prevalence Index = B/A = <u>2.05</u>																				
2. _____	_____	_____	_____																	
3. _____	_____	_____	_____																	
4. _____	_____	_____	_____																	
5. _____	_____	_____	_____																	
6. _____	_____	_____	_____																	
7. _____	_____	_____	_____																	
		=Total Cover																		
Sapling/Shrub Stratum (Plot size: <u>15'</u>)																				
1. <u>Salix interior</u>	<u>30</u>	<u>Yes</u>	<u>FACW</u>	Hydrophytic Vegetation Indicators: <u>1</u> - Rapid Test for Hydrophytic Vegetation <u>X</u> 2 - Dominance Test is >50% <u>X</u> 3 - Prevalence Index is ≤3.0 ¹ <u>4</u> - Morphological Adaptations ¹ (Provide supporting data in Remarks or on a separate sheet) <u> </u> Problematic Hydrophytic Vegetation ¹ (Explain) ¹ Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.																
2. <u>Cornus obliqua</u>	<u>5</u>	<u>No</u>	<u>FACW</u>																	
3. _____	_____	_____	_____																	
4. _____	_____	_____	_____																	
5. _____	_____	_____	_____																	
6. _____	_____	_____	_____																	
7. _____	_____	_____	_____																	
		=Total Cover																		
Herb Stratum (Plot size: <u>5'</u>)																				
1. <u>Phragmites australis</u>	<u>25</u>	<u>Yes</u>	<u>FACW</u>	Definitions of Vegetation Strata: Tree – Woody plants 3 in. (7.6 cm) or more in diameter at breast height (DBH), regardless of height. Sapling/shrub – Woody plants less than 3 in. DBH and greater than or equal to 3.28 ft (1 m) tall. Herb – All herbaceous (non-woody) plants, regardless of size, and woody plants less than 3.28 ft tall. Woody vines – All woody vines greater than 3.28 ft in height. Hydrophytic Vegetation Present? Yes <u>X</u> No _____																
2. <u>Phalaris arundinacea</u>	<u>25</u>	<u>Yes</u>	<u>FACW</u>																	
3. <u>Symphyotrichum lateriflorum</u>	<u>10</u>	<u>No</u>	<u>FAC</u>																	
4. <u>Lycopus americanus</u>	<u>5</u>	<u>No</u>	<u>OBL</u>																	
5. _____	_____	_____	_____																	
6. _____	_____	_____	_____																	
7. _____	_____	_____	_____																	
8. _____	_____	_____	_____																	
9. _____	_____	_____	_____																	
10. _____	_____	_____	_____																	
11. _____	_____	_____	_____																	
12. _____	_____	_____	_____																	
		=Total Cover																		
Woody Vine Stratum (Plot size: <u>15'</u>)																				
1. _____	_____	_____	_____																	
2. _____	_____	_____	_____																	
3. _____	_____	_____	_____																	
4. _____	_____	_____	_____																	
		=Total Cover																		

Remarks: (Include photo numbers here or on a separate sheet.)

SOIL

Sampling Point B4

[illegible]

WETLAND DETERMINATION DATA FORM – Northcentral and Northeast Region

Project/Site: 625 Waldon Road City/County: Orion Twp., Oakland Co. Sampling Date: 12/23/2021
 Applicant/Owner: Steve Perlman; AP Builders State: MI Sampling Point: C18
 Investigator(s): Bill Brodovich Section, Township, Range: S27, T4N, R10E
 Landform (hillside, terrace, etc.): depression Local relief (concave, convex, none): concave Slope %: 3
 Subregion (LRR or MLRA): LRR K Lat: 43.73301 Long: -83.25784 Datum: WGS
 Soil Map Unit Name: Matherton sandy loam NWI classification: PFO

Are climatic / hydrologic conditions on the site typical for this time of year? Yes X No (If no, explain in Remarks.)
 Are Vegetation , Soil , or Hydrology significantly disturbed? Are "Normal Circumstances" present? Yes X No
 Are Vegetation , Soil , or Hydrology naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present? Yes <u>X</u> No <u> </u> Hydric Soil Present? Yes <u>X</u> No <u> </u> Wetland Hydrology Present? Yes <u>X</u> No <u> </u>	Is the Sampled Area within a Wetland? Yes <u>X</u> No <u> </u> If yes, optional Wetland Site ID: <u> </u>
Remarks: (Explain alternative procedures here or in a separate report.)	

HYDROLOGY

Wetland Hydrology Indicators: <u>Primary Indicators (minimum of one is required; check all that apply)</u> <u> </u> Surface Water (A1) <u> </u> Water-Stained Leaves (B9) <u>X</u> High Water Table (A2) <u> </u> Aquatic Fauna (B13) <u>X</u> Saturation (A3) <u> </u> Marl Deposits (B15) <u> </u> Water Marks (B1) <u> </u> Hydrogen Sulfide Odor (C1) <u> </u> Sediment Deposits (B2) <u> </u> Oxidized Rhizospheres on Living Roots (C3) <u> </u> Drift Deposits (B3) <u> </u> Presence of Reduced Iron (C4) <u> </u> Algal Mat or Crust (B4) <u> </u> Recent Iron Reduction in Tilled Soils (C6) <u> </u> Iron Deposits (B5) <u> </u> Thin Muck Surface (C7) <u> </u> Inundation Visible on Aerial Imagery (B7) <u> </u> Other (Explain in Remarks) <u> </u> Sparsely Vegetated Concave Surface (B8)	<u>Secondary Indicators (minimum of two required)</u> <u> </u> Surface Soil Cracks (B6) <u> </u> Drainage Patterns (B10) <u> </u> Moss Trim Lines (B16) <u> </u> Dry-Season Water Table (C2) <u> </u> Crayfish Burrows (C8) <u> </u> Saturation Visible on Aerial Imagery (C9) <u> </u> Stunted or Stressed Plants (D1) <u> </u> Geomorphic Position (D2) <u> </u> Shallow Aquitard (D3) <u> </u> Microtopographic Relief (D4) <u>X</u> FAC-Neutral Test (D5)
Field Observations: Surface Water Present? Yes <u> </u> No <u>X</u> Depth (inches): <u> </u> Water Table Present? Yes <u>X</u> No <u> </u> Depth (inches): <u>4</u> Saturation Present? Yes <u>X</u> No <u> </u> Depth (inches): <u>0</u> (includes capillary fringe)	Wetland Hydrology Present? Yes <u>X</u> No <u> </u>
Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available: Remarks:	

VEGETATION – Use scientific names of plants.

 Sampling Point: C18

Tree Stratum (Plot size: <u>30'</u>)	Absolute % Cover	Dominant Species?	Indicator Status																	
1. <u>Populus deltoides</u>	<u>45</u>	<u>Yes</u>	<u>FAC</u>	Dominance Test worksheet: Number of Dominant Species That Are OBL, FACW, or FAC: <u>7</u> (A) Total Number of Dominant Species Across All Strata: <u>7</u> (B) Percent of Dominant Species That Are OBL, FACW, or FAC: <u>100.0%</u> (A/B) Prevalence Index worksheet: <table style="width: 100%;"> <tr> <td style="width: 50%;">Total % Cover of:</td> <td style="width: 50%;">Multiply by:</td> </tr> <tr> <td>OBL species <u>0</u></td> <td>x 1 = <u>0</u></td> </tr> <tr> <td>FACW species <u>25</u></td> <td>x 2 = <u>50</u></td> </tr> <tr> <td>FAC species <u>70</u></td> <td>x 3 = <u>210</u></td> </tr> <tr> <td>FACU species <u>0</u></td> <td>x 4 = <u>0</u></td> </tr> <tr> <td>UPL species <u>0</u></td> <td>x 5 = <u>0</u></td> </tr> <tr> <td>Column Totals: <u>95</u> (A)</td> <td><u>260</u> (B)</td> </tr> <tr> <td colspan="2">Prevalence Index = B/A = <u>2.74</u></td> </tr> </table>	Total % Cover of:	Multiply by:	OBL species <u>0</u>	x 1 = <u>0</u>	FACW species <u>25</u>	x 2 = <u>50</u>	FAC species <u>70</u>	x 3 = <u>210</u>	FACU species <u>0</u>	x 4 = <u>0</u>	UPL species <u>0</u>	x 5 = <u>0</u>	Column Totals: <u>95</u> (A)	<u>260</u> (B)	Prevalence Index = B/A = <u>2.74</u>	
Total % Cover of:	Multiply by:																			
OBL species <u>0</u>	x 1 = <u>0</u>																			
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FACU species <u>0</u>	x 4 = <u>0</u>																			
UPL species <u>0</u>	x 5 = <u>0</u>																			
Column Totals: <u>95</u> (A)	<u>260</u> (B)																			
Prevalence Index = B/A = <u>2.74</u>																				
2. <u>Fraxinus pennsylvanica</u>	<u>15</u>	<u>Yes</u>	<u>FACW</u>																	
3. _____	_____	_____	_____																	
4. _____	_____	_____	_____																	
5. _____	_____	_____	_____																	
6. _____	_____	_____	_____																	
7. _____	_____	_____	_____																	
<u>60</u> =Total Cover																				
Sapling/Shrub Stratum (Plot size: <u>15'</u>)																				
1. <u>Cornus racemosa</u>	<u>5</u>	<u>Yes</u>	<u>FAC</u>	Hydrophytic Vegetation Indicators: <u>1</u> - Rapid Test for Hydrophytic Vegetation <u>X</u> 2 - Dominance Test is >50% <u>X</u> 3 - Prevalence Index is ≤3.0 ¹ <u>4</u> - Morphological Adaptations ¹ (Provide supporting data in Remarks or on a separate sheet) <u> </u> Problematic Hydrophytic Vegetation ¹ (Explain) ¹ Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.																
2. <u>Cornus obliqua</u>	<u>5</u>	<u>Yes</u>	<u>FACW</u>																	
3. <u>Ulmus americana</u>	<u>5</u>	<u>Yes</u>	<u>FACW</u>																	
4. <u>Frangula alnus</u>	<u>5</u>	<u>Yes</u>	<u>FAC</u>																	
5. _____	_____	_____	_____																	
6. _____	_____	_____	_____																	
7. _____	_____	_____	_____																	
<u>20</u> =Total Cover																				
Herb Stratum (Plot size: <u>5'</u>)																				
1. <u>Cornus racemosa</u>	<u>15</u>	<u>Yes</u>	<u>FAC</u>	Definitions of Vegetation Strata: Tree – Woody plants 3 in. (7.6 cm) or more in diameter at breast height (DBH), regardless of height. Sapling/shrub – Woody plants less than 3 in. DBH and greater than or equal to 3.28 ft (1 m) tall. Herb – All herbaceous (non-woody) plants, regardless of size, and woody plants less than 3.28 ft tall. Woody vines – All woody vines greater than 3.28 ft in height. Hydrophytic Vegetation Present? Yes <u>X</u> No _____																
2. _____	_____	_____	_____																	
3. _____	_____	_____	_____																	
4. _____	_____	_____	_____																	
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9. _____	_____	_____	_____																	
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11. _____	_____	_____	_____																	
12. _____	_____	_____	_____																	
<u>15</u> =Total Cover																				
Woody Vine Stratum (Plot size: <u>15'</u>)																				
1. _____	_____	_____	_____																	
2. _____	_____	_____	_____																	
3. _____	_____	_____	_____																	
4. _____	_____	_____	_____																	
_____ =Total Cover																				

Remarks: (Include photo numbers here or on a separate sheet.)

SOIL

Sampling Point C18

[illegible]



Charter Township of Orion

2323 Joslyn Rd., Lake Orion MI 48360
www.oriontownship.org

Planning & Zoning Department

Phone: (248) 391-0304, ext. 5000

TO: The Charter Township of Orion Planning Commission
FROM: Tammy Girling, Zoning/Planning Director
DATE: August 10, 2022
RE: PC-22-31, 1112-1128 Lapeer Rd Rezone Request

As requested, I am providing a suggested motion for the matter mentioned above. Please feel free to modify the language. The verbiage below could change based upon the Planning Commissions' findings of facts. Any additional findings of facts should be added to the motion below. Please note that it was suggested to me that on matters that involve rezonings, PUD's, Special Land Uses or variances that I provide language indicating that the matter can be **approved or denied**.

Rezone Request (Ord. 78, Section 30.04)

Motion: I move that the Planning Commission forwards a recommendation to the Board of Trustees to **approve/deny** PC-22-31, 1112-1128 Lapeer Road Rezone, request to rezone 1112, 1116, 1120, 1124, 1128 & 1132 S. Lapeer Road (parcel #09-14-201-005) from Restricted Business (RB) to General Business (GB). This recommendation to **approve/deny** is based on the following findings of facts:

- a. The objectives of the Master Plan (Insert findings of facts),
- b. Existing uses of property within the general area of the property in question (Insert findings of facts),
- c. The zoning classification of property within the general area of the property in question (Insert findings of facts),
- d. The suitability of the property in question to the uses permitted, under the existing zoning classification (Insert findings of fact),
- e. The trend of development in the general area of the property in question, including any changes which have taken place in the zoning classification (Insert findings of facts).
- f. Any additional findings of facts.

August 3, 2022

Planning Commission
Orion Township
2525 Joslyn Road
Lake Orion, MI, 48360

RECEIVED

AUG 4 2022

Orion Township
Planning & Zoning

Rezoning Review

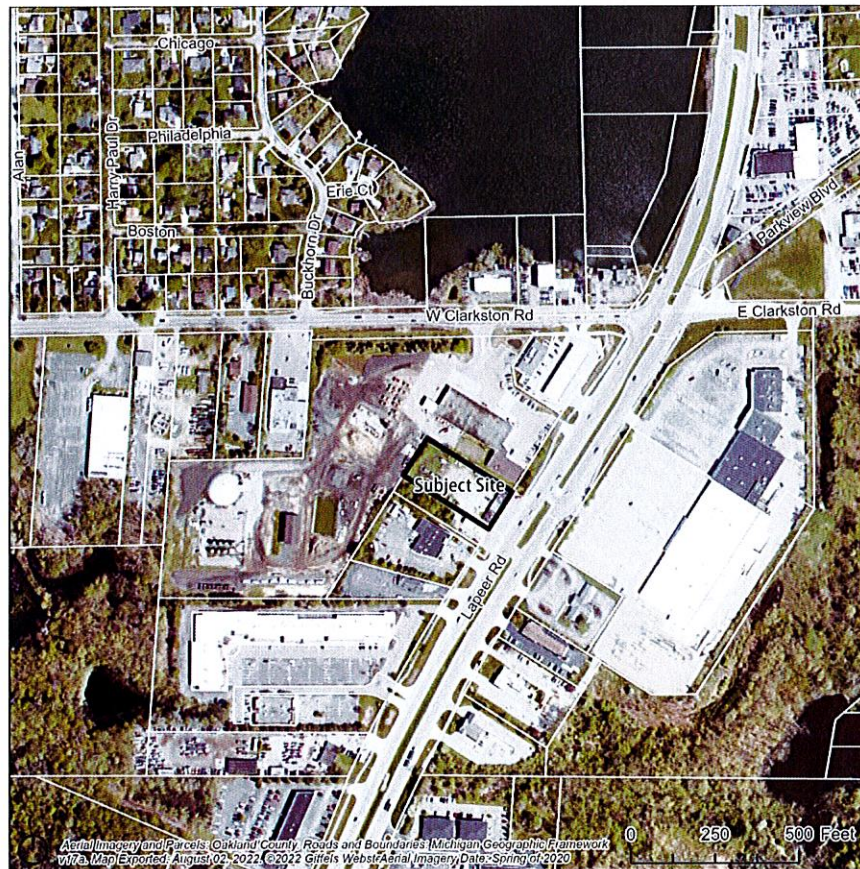
Request: from RB (Restricted Business) to GB (General Business)

Case Number: PC-2022-70
Address: 1112-1128 S. Lapeer Road
Parcel ID: 09-14-201-005
Area: 0.908 acres
Applicant: KN West, LLC

Plan Date: 7/19/2022
Zoning: RB -Restricted Business
Proposed: GB -General Business
Reviewer: Eric Pietsch
Rod Arroyo, AICP

Dear Planning Commission Members:

We have completed a review of the request for rezoning referenced above and a summary of our findings is below. Items in **bold** require specific action. Items in *italics* can be addressed administratively. A summary of the requested Planning Commission action is provided on the next page.



SUMMARY OF FINDINGS

Existing Conditions

- Site.** The 0.908-acre site is located on the west side of Lapeer Road, south of Clarkston Road. The site is currently zoned RB - Restricted Business and consists of 5 commercial tenant spaces abutting the Lapeer Road right-of-way. The tenant spaces utilize angled parking spaces located within the right-of-way in the front of the facility and an antiquated, underutilized parking area in the rear of the property.
- Adjacent Zoning & Land Uses.**
 - North: OP – County facility (RCOC)
 - West: OP – County facility (RCOC)
 - South: GB – Auto supply
 - East: GB/OP – Shopping center/financial

Zoning Map

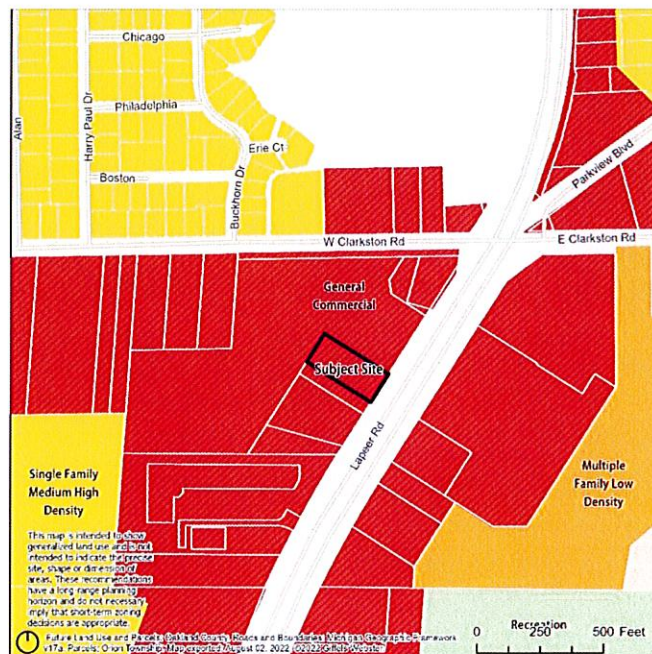


Master Plan

The Future Land Use Map designates the site as General Commercial. Per the Master Plan, this use is planned along the Baldwin and Lapeer Road corridors and is intended for commercial uses that supply a larger and more diversified number of goods than those in the Neighborhood Commercial classification, which is more characteristic of the existing Restricted Business (RB) zone. The intended character of these areas is comparable to those permitted within the General Business (GB) zoning districts which includes a wide range of regional commercial uses such as large-format retail, supermarkets and drugstores, discount stores, department stores, along with facilities such as automobile dealers, other vehicle related services, and commercial recreation.

The General Business (GB) District is intended to have the necessary restrictions to limit businesses' impact upon the community. This

Future Land Use Map



includes safe and efficient traffic flow, adequate parking, and attractive landscaping. The GB District is further intended to have direct access onto an existing or proposed thoroughfare, but only where optimum egress and regress can be provided.

30.04 Amendments to the Zoning Ordinance.

Sec. B.3. Application for Amendment – Additional Information Requirements. The Planning Commission or Building Department may require additional items of information which are pertinent to the analysis of a zoning map amendment. This information includes the following:

- a. Listing of known easements, including utility easements, drainage easements, etc.
- b. Information regarding existing sanitary systems and/or septic systems and adequacy or feasibility of service.
- c. Information regarding existing water mains, well sites, and adequacy or feasibility of service.
- d. The location of regulated wetlands or floodplains.
- e. A Traffic Impact Study (see 27.14.C.2)

Sec. D.4. Findings of Fact and Recommendation of the Planning Commission. Following the public hearing, the Planning Commission shall transmit a summary of comments received at the public hearing and the proposed Ordinance amendments, including any maps and recommendations, make written findings of fact and transmit same, together with its recommendation, to the Township Board. The Township Board may hold additional hearings if the Township Board considers it necessary, or if requested.

Where the purpose and effect of the proposed amendment is to change the zoning classification of a particular property, the Planning Commission shall make findings based on the evidence presented to it with respect to the following matters:

- a. The objectives of the Township's Master Plan.
- b. Existing uses of property within the general area of the property in question.
- c. The zoning classification of property within the general area of the property in question.
- d. The suitability of the property in question to the uses permitted under the existing zoning classification.
- e. The trend of development in the general area of the property in question, including any changes which have taken place in the zoning classification.

14.03 General Business District – Required Conditions. Compared to surrounding parcel sizes, the subject site is relatively small; however, at approximately 39,552 square feet, it exceeds the minimum size of 12,000 square feet required by the GB District. If the property is to be redeveloped, the applicant shall be aware of size constraints related to setbacks, off-street parking, landscaping/buffering widths, existence of easements, access (including emergency and delivery vehicles) and turning radius limitations, and all other requirements of Section 14.03, including limitations for outdoor storage (see table below).

	GB
Front Yard Setback	30 ft.
Rear Yard Setback	30 ft.
Side Yard Setback	20 ft. on each side
Minimum Lot Area	12,000 sq. ft.
Maximum Lot Coverage	30%
Maximum Heights of All Structures	25 ft.
Minimum Clear Space Around Structures	20 ft.

Respectfully,
Giffels Webster



Rodney L. Arroyo, AICP
Partner



Eric Pietsch
Senior Planner



Charter Township of Orion
Planning & Zoning Department
2323 Joslyn Rd., Lake Orion MI 48360
P: (248) 391-0304 ext. 5000

RECEIVED

JUL 19 2022

Orion Township
Planning & Zoning

Case # PC-22-31

Meeting Date: - 8/17/2022

Charter Township of Orion Planning Commission Rezoning Application

30.04, Amendments to the Zoning Ordinance: Map amendments may be initiated by any governmental body or any persons having a freehold interest in the subject property, or a possessory interest entitled to exclusive possession, or a contractual interest which may become a freehold interest, or an exclusive possessory interest entitled to exclusive possession or which is specifically enforceable.

Project Name: 1112-1128 Lapeer

Applicant	Name: <u>KN West, LLC</u>
	Address: <u>29500 Telegraph Road #250</u> City: <u>Southfield</u> State: <u>MI</u> Zip: <u>48034</u>
	Phone: <u>248-884-4444</u> Cell: _____ Fax: _____
	Email: <u>marvin@karanalaw.com</u>
*Property Owner(s)	Name: <u>Nicholas D. Madeline</u>
	Address: <u>1785 Jason Circle</u> City: <u>Rochester Hills</u> State: <u>MI</u> Zip: <u>48306</u>
	Phone: _____ Cell: <u>(248) 789-2124</u> Fax: _____
	Email: <u>ndminc@sbcglobal.net</u>
* If the name on the deed does not match the name of the property owner on this application, documentation showing the individual is the same as the company name must be provided.	
Plan Preparer Firm/Person	Name: <u>MBA Architects</u>
	Address: <u>30150 Telegraph Road #150</u> City: <u>Bingham Farms</u> State: <u>MI</u> Zip: <u>48025</u>
	Phone: <u>258-258-5155</u> Cell: _____ Fax: _____
	Email: <u>BOG48@aol.com</u>
Project Contact Person	Name: <u>Gary August</u>
	Address: <u>29201 Telegraph, #510</u> City: <u>Southfield</u> State: <u>MI</u> Zip: <u>48034</u>
	Phone: <u>248-833-6225</u> Cell: <u>248-515-5119</u> Fax: _____
	Email: <u>gaugust@august-law.com</u>

Required Signage

Pursuant to Zoning Ordinance 78, Section 30.04(H), a sign indicating the requested rezone shall be installed on the parcel(s) no less than 15 days prior to the scheduled public Hearing. Please check one:

- ☐ I will install the sign(s) as required (see below for specifications).
☒ I would like to lease signage from the Township (including installation)
(please complete attached Sign Request Form).

I/We, the undersigned, do hereby submit this application for Rezoning, pursuant to the provisions of the Charter Township of Orion Zoning Ordinance No. 78, Section 30.04 and applicable ordinance requirements. In support of this request the above facts are provided. I hereby certify that the information provided is accurate and the application that has been provided is complete.

Signature of Applicant:

(must be original ink signature)

[Signature]

Date:

7-18-2022

Print Name:

Darren Naimi as Member of KN West LLC

I, the property owner, hereby give permission to the applicant listed above to act as my agent in submitting applications, correspondence and to represent me at all meetings. I also grant permission to the Planning Commission members to visit the property, without prior notification, as is deemed necessary.

Signature of Owner*:

(must be original ink signature)

[Signature]

Date:

07/15/2022

Print Name:

NICHOLAS D. MADELINE

*If the deed of ownership does not show an individual, ie a corporation, partnership, etc., documentation must be provided showing the individual signing this application has signing rights for the entity.

As per Ordinance 78, Section 30.04(H), a sign shall be installed 15 days prior to the required public hearing. Please see the Ordinance for additional specifications.

The sign shall have the following wording:

ZONING CHANGE PROPOSED

For more information call:
Charter Township of Orion
Planning and Zoning Department
248-391-0304 ext. 5002

- (min 8" high letters)
- (min 3" high letters)
- (min 4" high letters)
- (min 4" high letters)
- (min 4" high letters)

*Please note, the Township does offer the ability to rent the required signage (see attached form). Please contact the Planning and Zoning Department with any questions.



Charter Township of Orion

Planning & Zoning Department

2323 Joslyn Rd., Lake Orion MI 48360

P: (248) 391-0304 ext. 5002

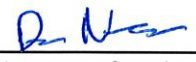
Project Name 1112-1128 Lapeer

PC# _____ Parcel#(s) 0-09-14-201-005

Please select an option below:

☒ **Permission to Post on Web Site**

By signing below as applicant and on behalf of my consultants, we agree to allow the plans for the above-named project, in which approval is being sought by the Planning Commission and/or Township Board, to be posted on the Township website.


Signature of Applicant

7-18-22
Date

Darren Naimi on behalf of KN West, LLC
Printed Name of Applicant

☐ **Do not want Posted on Web Site**

PROPOSED:

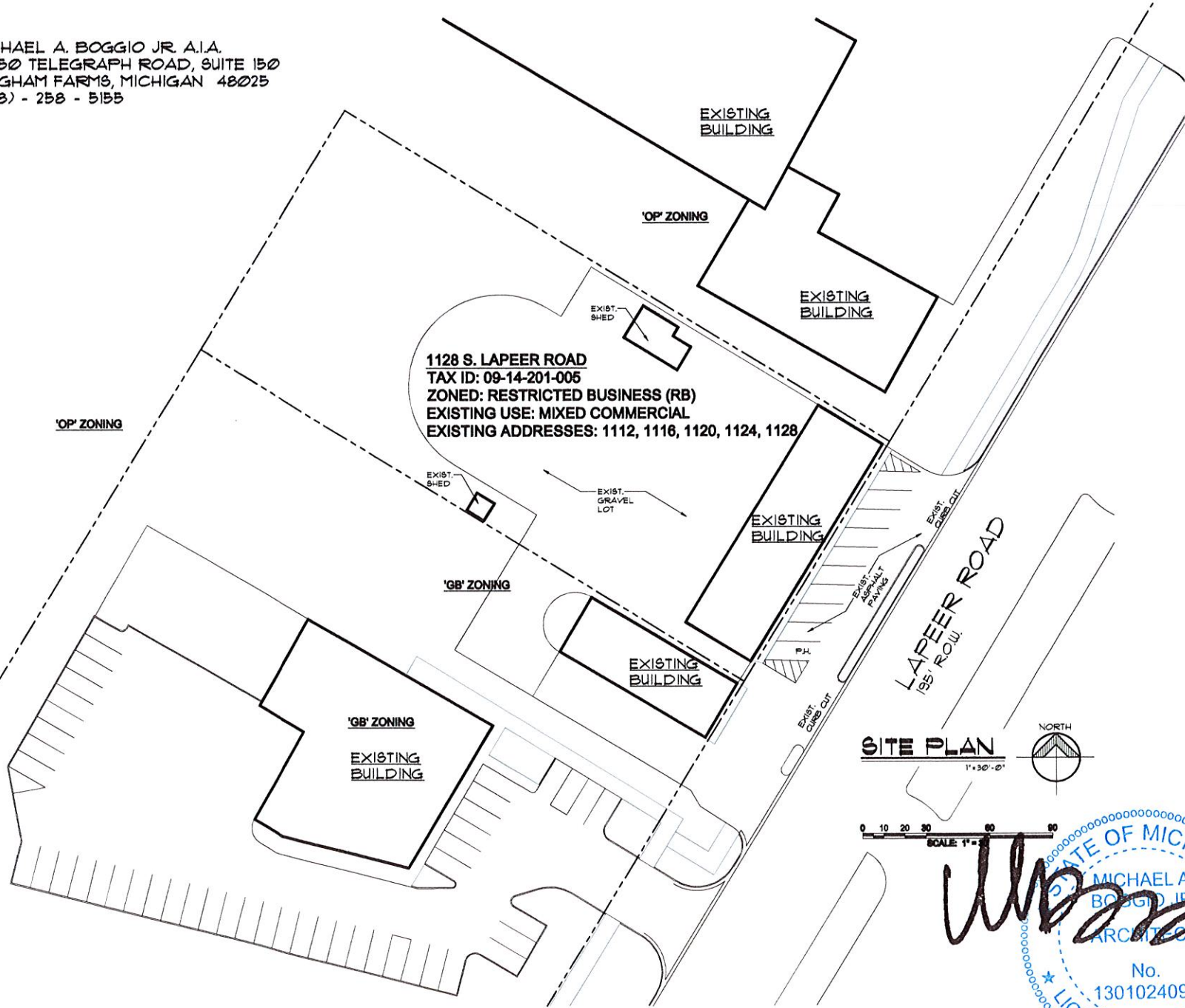
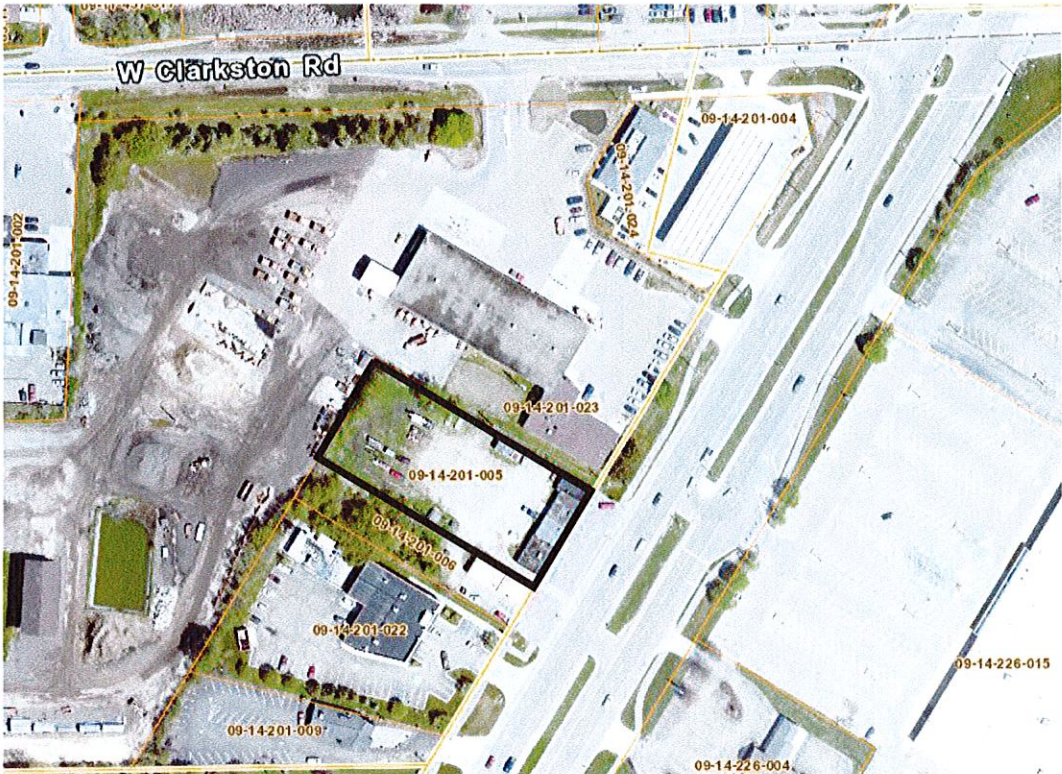
REZONING

1112-1128 S. LAPEER RD.
LAKE ORION (ORION TOWNSHIP), MICHIGAN 48360

APPLICANT:
KN WEST LLC
29500 TELEGRAPH ROAD
SUITE 250
SOUTHFIELD, MI 48034
(248) - 884 - 4444
MARVIN@KARANALAW.COM

ARCHITECT:
MBA ARCHITECTS
MICHAEL A. BOGGIO JR. A.I.A.
30150 TELEGRAPH ROAD, SUITE 150
BINGHAM FARMS, MICHIGAN 48025
(248) - 258 - 5155

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JUL 19 2022
Orion Township
Planning & Zoning



LEGAL DESCRIPTION OF PROPERTY

Situated in: Township of Orion Oakland County, Michigan

Section 14, Supervisor's Plat no. 13, Lot 14, except that part deeded to Board of County Road Commissioners of the County of Oakland, State of Michigan, a Public Body Corporate described as: beginning at the NW corner of said Lot No. 14; thence southeasterly along the north line of said Lot 14, a dist. of 415.24 ft; thence southwesterly to a point in the south line of said Lot No. 14, said point lying southeasterly 344.38 ft. from the SW corner of said Lot No. 14; thence northwesterly, along the south line of said Lot No. 14, a dist. of 344.38 ft to the SW corner of said Lot No. 14; thence northerly, along the west line of said Lot No. 14, a distance of 149.29 ft. to the POB.

Supervisor's Plat No. 13, a Subdivision of part of the N. 1/2 of Section 14, T.4N., R.10E., Township of Orion, Oakland County, Michigan. Plat recorded in Liber 68, Page 35, Oakland County Records.

MBA
ARCHITECTS

MICHAEL A. BOGGIO ASSOCIATES

30150 Telegraph Rd.
Suite 150
Bingham Farms, MI 48025
2482585155
BOGGIOARCHITECTS@COMCAST.NET

PROPOSED:

REZONING

1112-1128 S LAPEER RD
LAKE ORION, MI

Sheet Title:
PLOT PLAN

Issued For:
07-18-22

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STATE OF MICHIGAN
MICHAEL A. BOGGIO JR.
ARCHITECT
No. 1301024098
LICENSED ARCHITECT
SP-1

ATTACHMENT TO REZONING APPLICATION

1112-1128 LAPEER ROAD, LAKE ORION

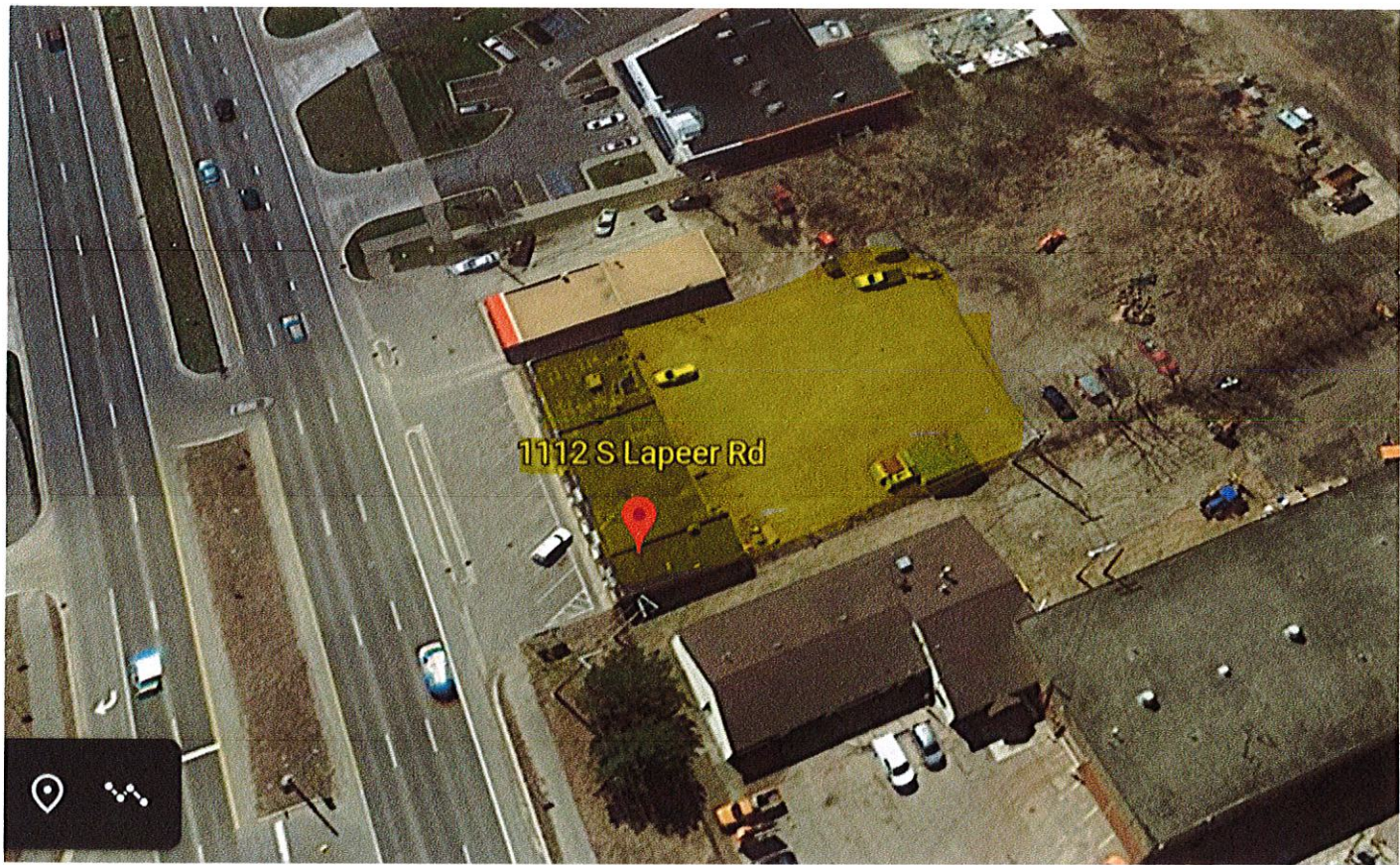
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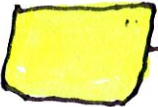
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Orion Township
Planning & Zoning

Explain why the rezoning is necessary for the preservation and enjoyment of the right of usage commonly associated with property ownership: The site lies on the west side of Lapeer Road just south of Clarkston Road. The Applicant recently executed a land contract to purchase the site and seeks to have the property rezoned from Restricted Business (RB) to General Business (GB) so it can be effectively redeveloped in a manner more consistent with the surrounding property and the Township's Future Land Use Plan which has the subject property and the surrounding properties under a "General Commercial" use. The current use of the property is a dilapidated strip center with insufficient parking and driving space between the building and Lapeer Road, thus necessitating parking in the unpaved rear of the building with visitors of the property then having to walk around to the front of the building to access the front of the building. The enjoyment and right of usage can best be achieved if this property is fully redeveloped to include new building(s), updated parking areas, drives, landscaping and updated storm sewer system. If the property is going to be redeveloped, it should be done consistent with the Township's Future Land Use Map which calls for General Commercial with no distinction for Restricted Business.

Explain why the existing zoning classification is no longer appropriate: The Restricted Business classification is outdated and no longer appropriate for the site as development of the area warrants a General Business classification for the property as seen in the Township's Future Land Use Map designation for General Commercial. The property directly across Lapeer Road from the subject property is being developed as a Meijer's, and the properties at the corner of Lapeer Road and Clarkston Road are General Business. Making this property consistent with the zoning of the surrounding properties and the Township's Future Land Use Map would further a more appropriate development which would increase not only the aesthetics of the property, but its taxable value as well.

Explain why the proposed rezoning will not be detrimental to surrounding properties: Lapeer Road M-24 is a major thoroughfare and has the traffic carrying capacity to support General Business uses without causing congestion of the roadway. The utility infrastructure can accommodate the requirements of the uses allowed in the General Business zoning classification. The proposed rezoning will make the property consistent with the Township's Future Land Use Map and eliminate the existing patchwork, mixed spot type zoning currently found at this location – which appears to be a goal of the Future Land Use Map. This will improve the aesthetics of the area, which would benefit all surrounding property owners – including the property immediately south of the property which the Applicant has an option to purchase.



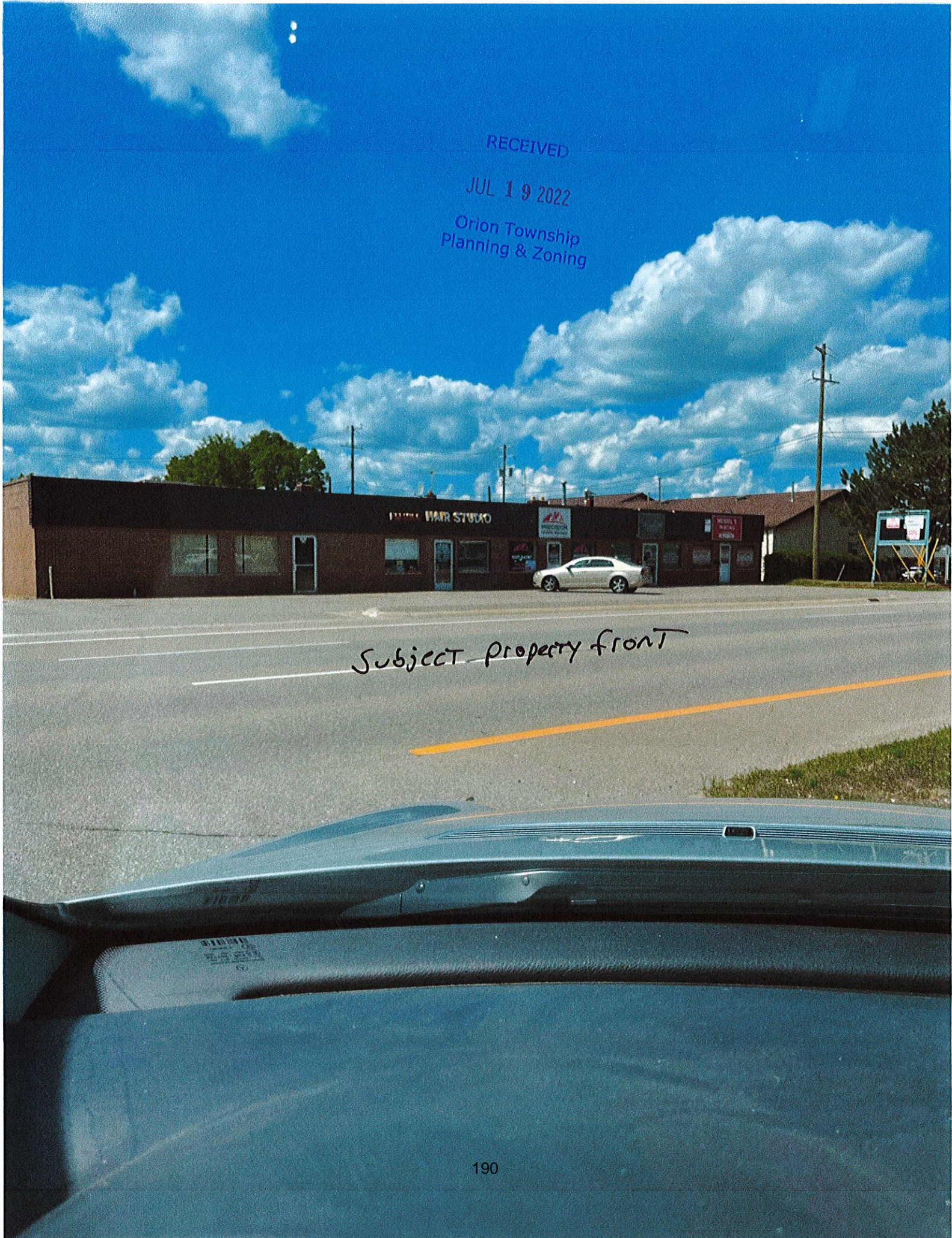
 Highlighted Property 1112-1128 South Lapeer.

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Planning & Zoning

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JUL 19 2022

Orion Township
Planning & Zoning



Subject property front

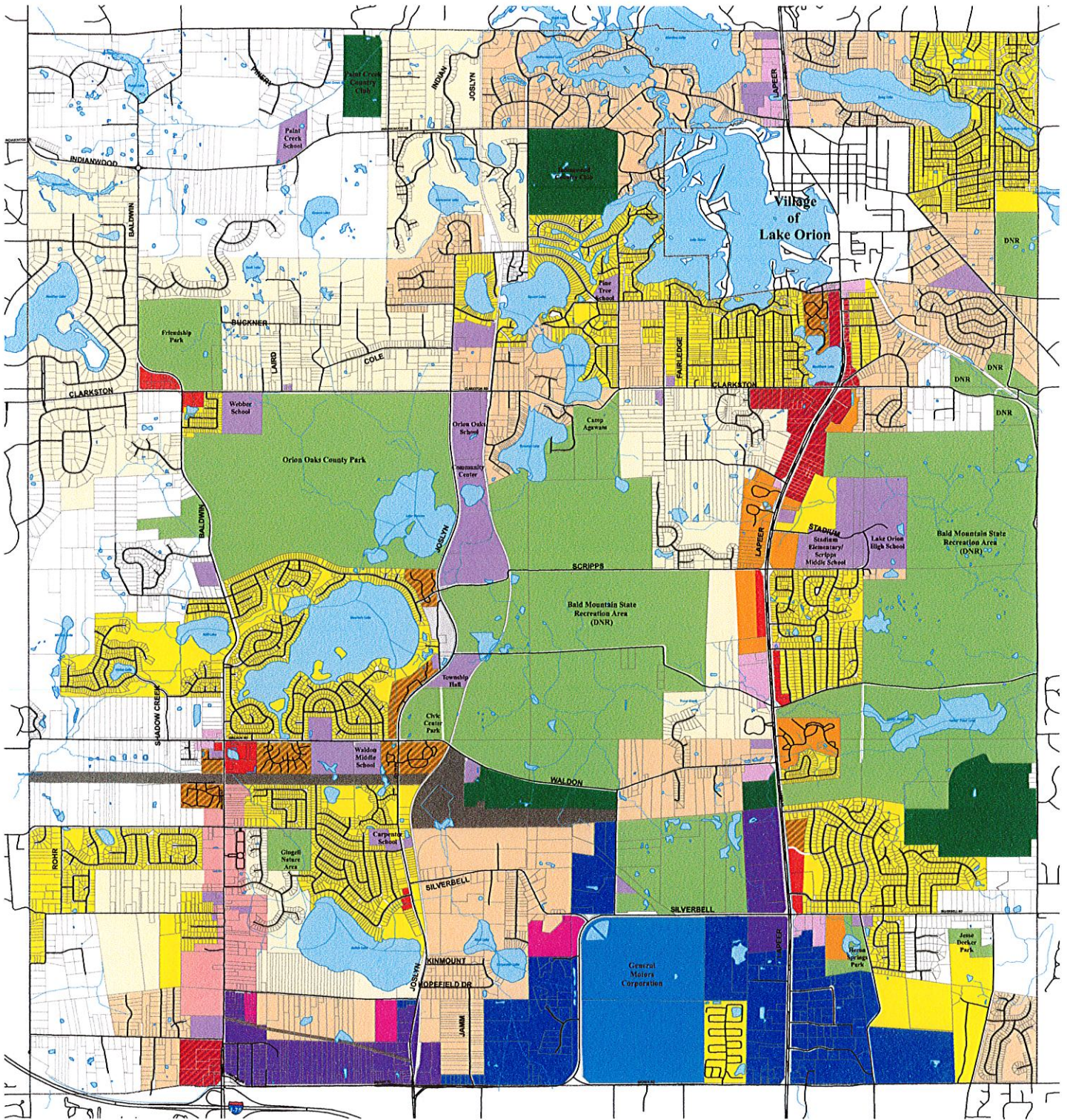
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Subject Property rear



Current RB zoning for subject property

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Orion Township
Planning & Zoning



FUTURE LAND USE

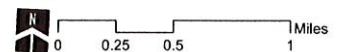
Charter Township of Orion
Oakland County, Michigan

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Planning & Zoning

193



March 31, 2016
Carlisle/Wortman Associates, Inc.
Ann Arbor, Michigan



Single Family Low Density

Single Family Medium Low Density

Single Family Medium Density

Single Family Medium High Density

Multiple Family Low Density

Multiple Family Medium Density

General Office

Office Research

Neighborhood Commercial

General Commercial

Village Center

Industrial/Commercial/Residential Mixed Use

Research/Light Industrial

Heavy Industrial

Institutional

Private Recreation

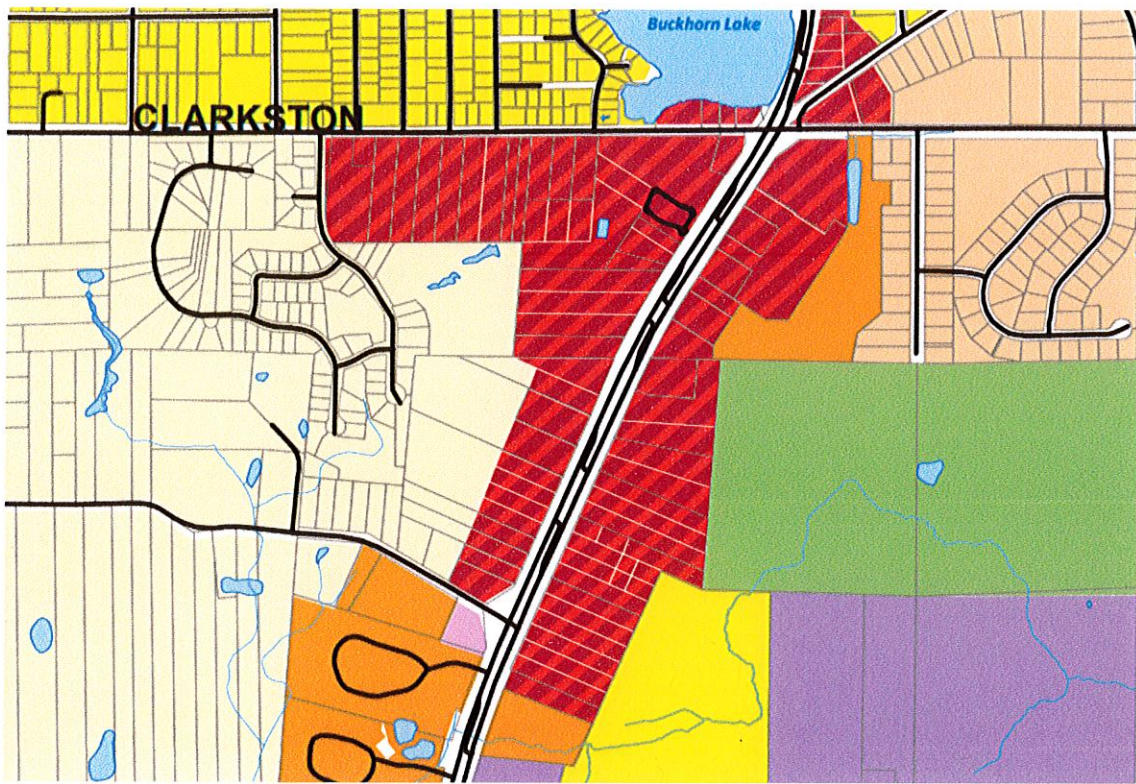
Recreation

Special Purpose

Utility Owned

Water

Applicable classification



FUTURE Land use map
Subject property General Commercial

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JUL 19 2022
Orion Township
Planning & Zoning

PROPOSED:

REZONING

1112-1128 S. LAPEER RD.
LAKE ORION (ORION TOWNSHIP), MICHIGAN 48360

APPLICANT:
KN WEST LLC
29500 TELEGRAPH ROAD
SUITE 250
SOUTHFIELD, MI 48034
(248) - 884 - 4444
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248.258.5155
BOGGIOARCHITECTS@COMCAST.NET

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1112-1128 S LAPEER RD
LAKE ORION, MI

Sheet Title:
PLOT PLAN

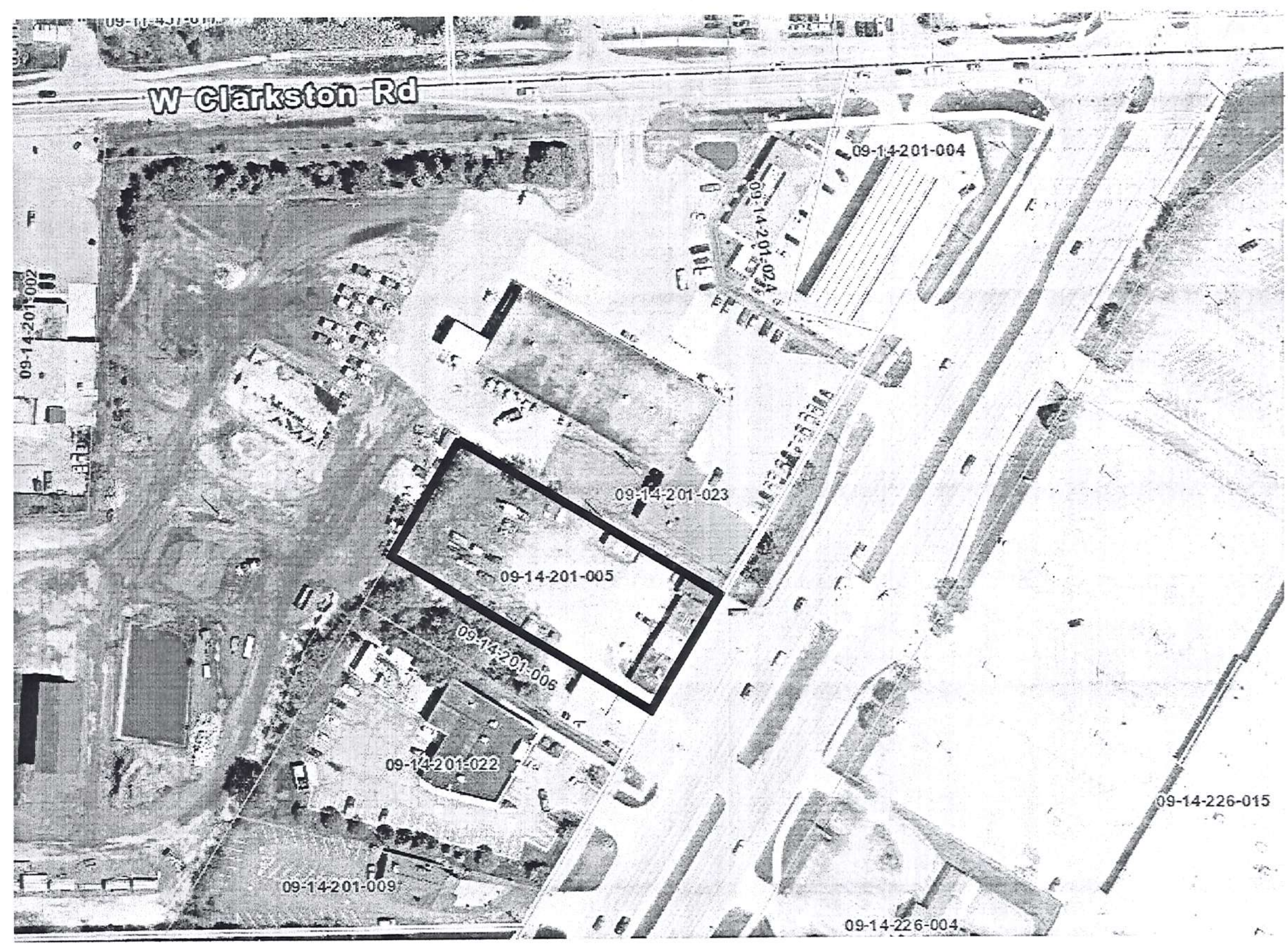
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07-18-22

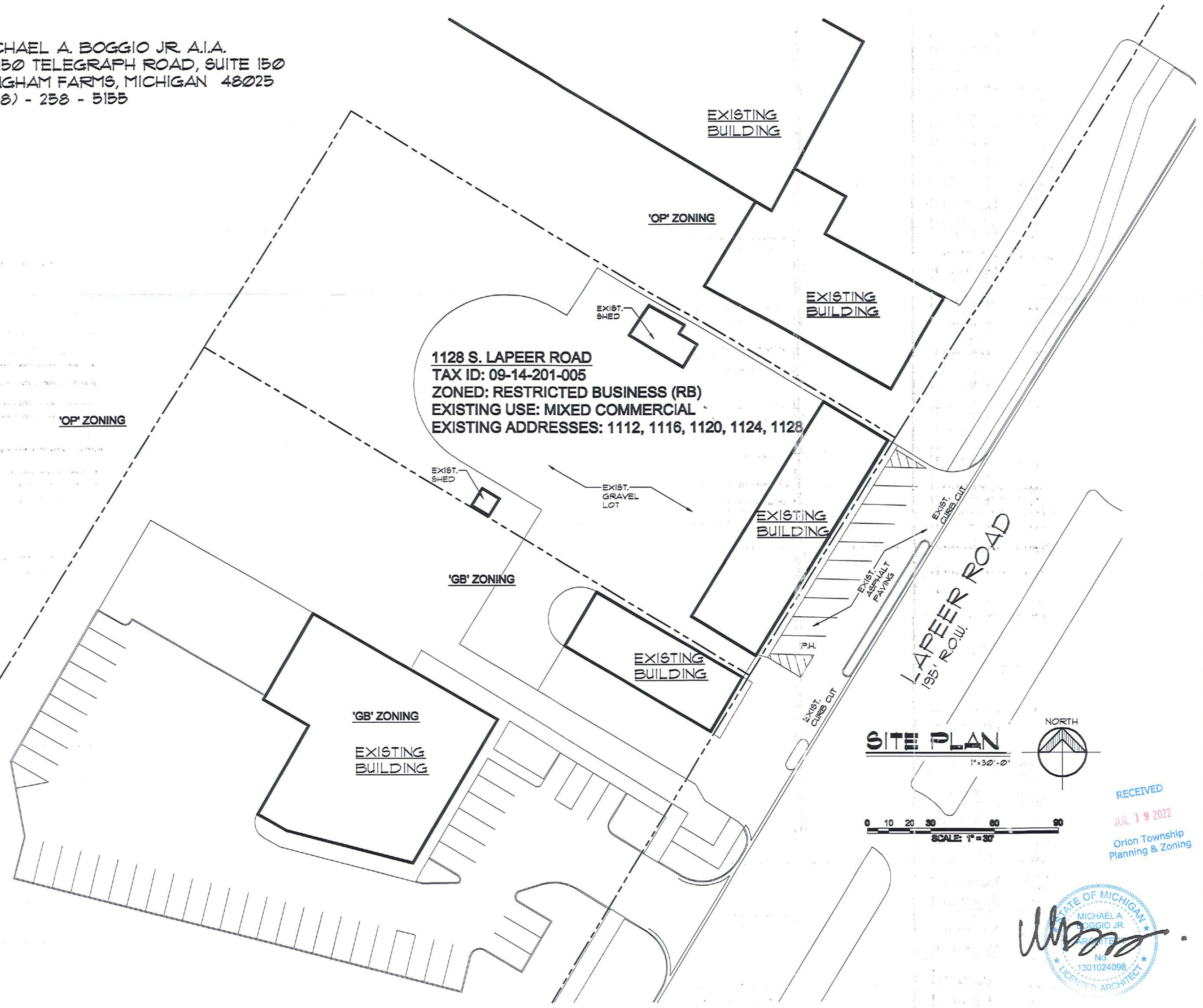
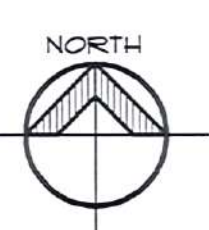
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Sheet No.

SP = 1



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N.T.S.





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Newsletters (<https://www.giffelswebster.com/category/newsletters/>) >

The Future of Transportation

The Future of Transportation

August 2nd, 2022

Electric Vehicles - Part 1



Electric vehicles (EVs) are increasing in popularity for a variety of reasons. Changes in automotive technology, such as improved battery life and lighter materials, as well as financial incentives are making them more reliable and affordable. More consumers are aware of and concerned about the impacts of using fossil-fuel based energy and are interested in alternatives. Recent federal legislation has also focused on reducing fossil fuel use in an attempt to mitigate the effects of climate change. In the next ten years, it is expected that the U.S. will have 3.5 million cars on the

roadways. Michigan is already a leader in EV adoption, putting it in the top quarter of states for electric EV registrations. Updates to our transportation infrastructure are needed to keep up with the increasingly widespread use of EVs. This newsletter will be the first in a two-part series. This part will discuss some of the benefits of EVs, what this transition means for planning, and local examples of communities anticipating a switch to EVs. Part 2 will focus on resources to support a cleaner transportation portfolio.

Benefits of Electric Vehicles

There are many reasons to purchase an EV instead of a gasoline-powered vehicle. Their motors out-perform those of gas engines, providing quicker acceleration due to their instant torque delivery. They are also easier and less expensive to maintain, as their fuel source is cleaner and the parts do not require routine maintenance such as oil changes. One of the most commonly cited benefits is that EV's pollute less than gasoline-fueled cars. Less pollution helps protect human health by reducing emissions of greenhouse gases that warm the planet, thereby also significantly reducing ecological footprints and helping communities meet climate goals. Finally, you may not even know it when an EV goes by – they are much quieter resulting in reduced noise pollution.

Charge on the Go



Wireless charging roads for EVs in the UK. **Image Source** (<https://www.demilked.com/wireless-electric-car-charging-road-trials-uk/>).

Charging electric vehicles while traveling long distances or while running errands is a known challenge and barrier to more widespread adoption of these modes of transportation. To combat this, ElectReon is working to make roads that will charge vehicles while they are traveling on them.

In addition to the obvious benefits of not having to stop somewhere to charge an EV, widespread application of this technology would allow for smaller vehicle battery sizes, making vehicles cheaper, lighter, more efficient and have more space for passenger and cargo. It would also eliminate “range anxiety” and dependence on battery performance. Roadway charging would also reduce the need for charging stations, saving land for other uses and eliminating visual hazards.

This wireless charging system will be first piloted in our backyard: in the Michigan Central mobility innovation district in Detroit. The Inductive Vehicle Charging Pilot will be the first public wireless inroad charging system in the U.S. It was announced in September 2021 and is planning to be operational in 2023. Almost two million dollars in funding will come from the Michigan Department of Transportation with the remaining costs covered by ElectReon.

Implications for Planning – Now and Later

Even if your residents or the people who visit your community are not using EVs now does not mean that they won't be in the future. To ensure that people feel that they have the option to switch (or visit your community), local governments will need to manage multiple logistics and needs. Here are some key places to think about starting this conversation:

- **Current EV Needs** – Understanding what areas exist where people already have EVs can help identify where charging infrastructure should be installed.
- **Equitable Distribution of Infrastructure** – Costs of EVs are currently much higher than gasoline-powered cars, so the infrastructure needs demands are currently higher in higher-income neighborhoods. However, lower-income neighborhoods may benefit the most financially and regarding health outcomes by replacing polluting gas-powered vehicles with zero-emission ones. Putting public chargers on the street or in municipal lots close to renters and others who don't have their own chargers can encourage those without their own infrastructure to consider switching to EVs.
- **Getting More Than Just Fuel** – Ability to support economic development could also be a consideration when identifying locations for new charging stations.
- **Building and Zoning Codes** – Codes can be updated to require conduit and wiring for the future installation of charging stations, even if they aren't being added at the time of construction. Places such as new apartment buildings and hotels should have the wiring or, at a minimum, underground and wall conduit in place, and other supporting infrastructure to put a charger in when it is constructed, as it will be costly to have to rewire later.
- **Parking Requirements** – In some areas where providing the minimum amount of required parking is challenging due to available land, requiring a certain number of those spaces be charging stations may cause problems while EV use is low. Consider adjusting parking requirements as appropriate.
- **Incentives** – Action strategies such as allowing EVs to use carpool lanes and reserving some convenient parking spaces solely for EVs can encourage their use in your community.

Local governments can lead by example by switching their fleets over to EVs, installing charging stations at all major municipal facilities, and educating workers and residents on the benefits of switching. With the federal mandate for all federal government fleets to be clean and zero-

emission vehicles by 2035 and the Council on Environmental Quality committing to find ways for state, tribal, and local government fleets to benefit from the reach and scale of federal procurement, including lessons learned and technical resources, the time to plan for this transition is now. Therefore, it is important for all communities to begin thinking about how to best integrate EVs and their infrastructure to prepare for an increase in these vehicles in the near future.

Preparing for EVs in Lathrup Village



Curbside EV charging station in Vancouver, British Columbia. **Image Source**
(<https://pluginbc.ca/vancouver-approves-ev-charging/>).

The City of Lathrup Village recently amended their zoning ordinance to require EV infrastructure (stated as being “EV Ready”) with new multi-family and commercial development. The amendment also encourages at least 5% of new parking spaces be served with Level 2 charging stations.

Besides location, other important aspects of this amendment include:

- Inclusion in calculation for minimum parking requirements
- Lighting and signage
- Protection of charging equipment using bollards and curbs
- Maintenance and repair

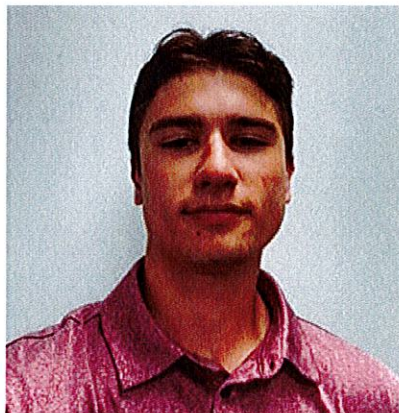
Having these regulations in place will help the community be EV ready, and support residents and visitors who drive EVs in being able to get from point A to point B.

Giffels Webster News

Welcome to our new GIS specialist, Deana Daskalova and our new intern, Kyle Cogan. We are happy to have them join our team!



Deana, our new GIS specialist



Kyle, our planning intern



Valuable plenary and breakout
educational sessions |
Connecting with fellow officials
and MTA leadership | **Mini-expo** |
Evening **entertainment**

Introducing
MTA's all-new
**Regional
Summits**

An extraordinary learning
and networking opportunity,
connecting the township
community.

We look forward to seeing you!

Oct. 4-5: Marquette

Oct. 10-11: Kalamazoo

Oct. 12-13: Bellaire

Oct. 18-19: Mt. Pleasant

Oct. 25-26: Port Huron

Take advantage of discounted early-bird rates.
Register by Sept. 20 and save!



**MICHIGAN
TOWNSHIPS
ASSOCIATION**

As an MTA member, you are part of the largest community of local government officials in the state.

Our all-new **Regional Summits** celebrate that community and offer you a chance to come together for an extended learning and networking opportunity—at a location near you.

We are excited to premier our new regional events, which are amped-up versions of our popular *MTA On the Road* meetings held throughout the state that brought together MTA leadership, vendors, local government experts, lawmakers, and—most importantly—YOU! We have crafted an enlightening program, delving into important information and updates on current issues that are critical to Michigan townships. Each **Summit** features thought-provoking general sessions—including an insightful legislative update—and breakout sessions on timely topics all designed to keep you informed and help you better serve your community. Join us, and your fellow officials, for an experience like no other.

Practical techniques and valuable resources

The one-and-a-half-day program is packed with informative sessions featuring topics relevant to elected township leaders and your entire township team. Take advantage of this opportunity to learn and connect with the experts who can help make your role in the township more fulfilling and beneficial. It's an investment in you and your community!

Educational sessions include:

Financial Fundamentals and Insights

You won't want to miss this opportunity to hear directly from experts within the Michigan Department of Treasury on financial issues impacting townships. Get an overview of best practices in budgeting, review the five-year budgeting tool and walk away with techniques for measuring your township's financial health. Gain insights into the most common questions surrounding accruals, bank reconciliation, internal controls, auditor recommendations and more!
Speakers: Representatives from the Michigan Department of Treasury

Top Topics for Today's Townships

This insightful speed round offers a quick update on each topic and time to get your questions answered! Topics include:

- Open Meetings Act
- Freedom of Information Act
- Using ARPA funds (lawful expenditures)
- "Onboarding" new board members after the November mid-term election

Speakers: MTA's Member Information Services Team

Legislative Lowdown

Get the latest on the legislative issues at the forefront at the state Capitol as well as insights into the political landscape. Hear the latest conversations on budget issues and learn what will be considered in the remaining weeks of the 101st session—including tax issues and implications for your township, election measures that may be considered,

infrastructure investment and much more. With the November election fast approaching, new challenges and opportunities exist; learn how you can influence the issues expected to be addressed during the remainder of 2022 and in the 2023 legislative session.

Speakers: MTA's Government Relations Team

Show Me the Money! What Townships Need to Know about Grants

Finding the right grant to apply for is half the battle! Learn to identify funding sources for township projects, including partnership resources, and walk away armed with tips and techniques designed to ensure you get your share. Get a general overview of the process, from where to find grants to what you need to know about applying. We'll review key points of the American Rescue Plan and Infrastructure Investment and Jobs Acts, Michigan Natural Resources Trust Fund grants and additional opportunities available through the U.S. Department of Agriculture.

Speaker: Mickey Bittner, PE, Regional Director, Wightman

Ins and Outs of Township Ordinances

There are no advantages—and plenty of disadvantages—to having ordinances or provisions that you don't want or need. This overview of statutory authority for both zoning and non-zoning ordinances will help you understand and evaluate your township's ordinance needs. You'll walk away better prepared to prevent

conflicts and complaints and put your township in the driver's seat for steering the character of your community.

Speaker: MTA Legal Counsel, Bauckham, Sparks, Thall, Seeber & Kaufman, PC

Broadband: The Middle-Mile and Your Township

One township can make a difference! Join the discussion on how your township can help fill the infrastructure gaps in underserved internet pathways across the state. Learn more about cooperative partnerships that can help reduce costs and accelerate broadband projects in Michigan.

Speakers: Eric Frederick, Vice President, Broadband Planning, and Executive Director, Connect Michigan; and Merit representatives

Nuances of the Right to Farm Act (RTFA)

What can townships regulate when it comes to agriculture? What is (and is NOT) considered agriculture? And who has to follow the Generally Accepted Agriculture and Management Practices (GAAMPs)? Learn what falls under the RTFA, what GAAMPs address and how it all impacts your township.

Speakers: Michael Wozniak, Program Manager, and Stephen Mahoney, Resource Analyst, Right to Farm Program, Michigan Department of Agriculture and Rural Development; and Ryan Coffey Hoag, Extension Educator, Government & Community Vitality, Michigan State University Extension



Our all-new Summits offer you ...

Value ... Officials are encouraged to register for the full program to get the most out of this educational experience. Registration fees include all meals and activities. Can't get away for more than one day? Single-day rates are also available.

Connection ... Your fellow local leaders know better than anyone the challenges you face! Like all members of the township team, you serve your community to make a difference. You won't want to miss this unique opportunity to gather with dedicated public servants from your area (and municipal experts!) for education, networking and fun.

Vendor showcase ... This mini expo is designed to help you find providers of products and services that can help your township run more efficiently. Visit with vendors, gather information and get your questions answered.

Evening event ... Get out of the classroom and into the fun! Join us and your fellow officials for a night of food and festivities.

Lifelong learning ... Your attendance at MTA's *Regional Summit* qualifies for continuing education credit in the following MTA educational programming:

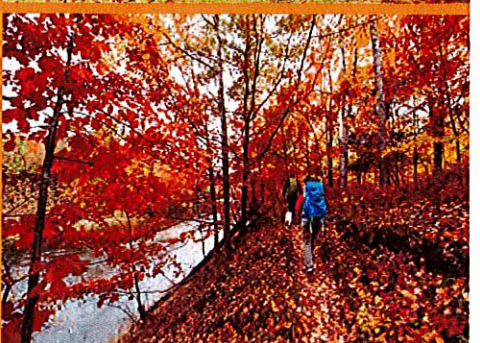
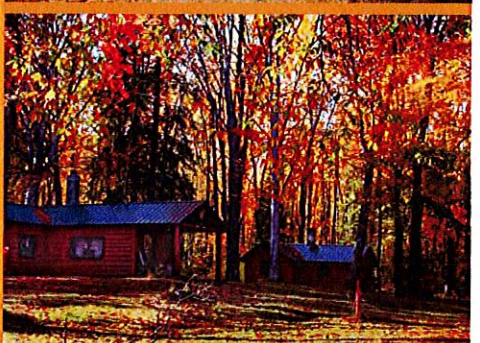
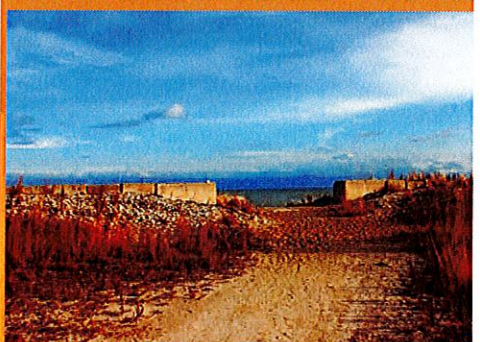
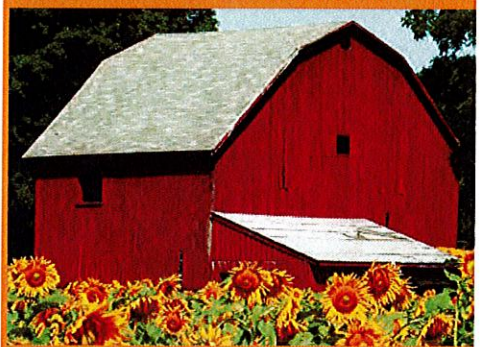
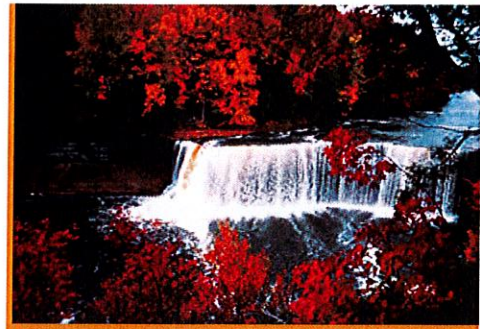
- One point toward Chapter 17 in the *Red Book Ready* learning series.



- Four elective credits in our *Township Governance Academy* credentialing program. No project required!



Learn more about these continuing education programs, including how you can get enrolled, at www.michigantownships.org (look under the "Training" tab).



Agenda

DAY ONE

- 3 p.m.
Registration check-in
- 4 p.m.
Welcome and opening educational session, Financial Fundamentals and Insights
- 6 p.m.
Dinner
- 7 p.m.
Leadership remarks
- 7:45 p.m.
Evening event

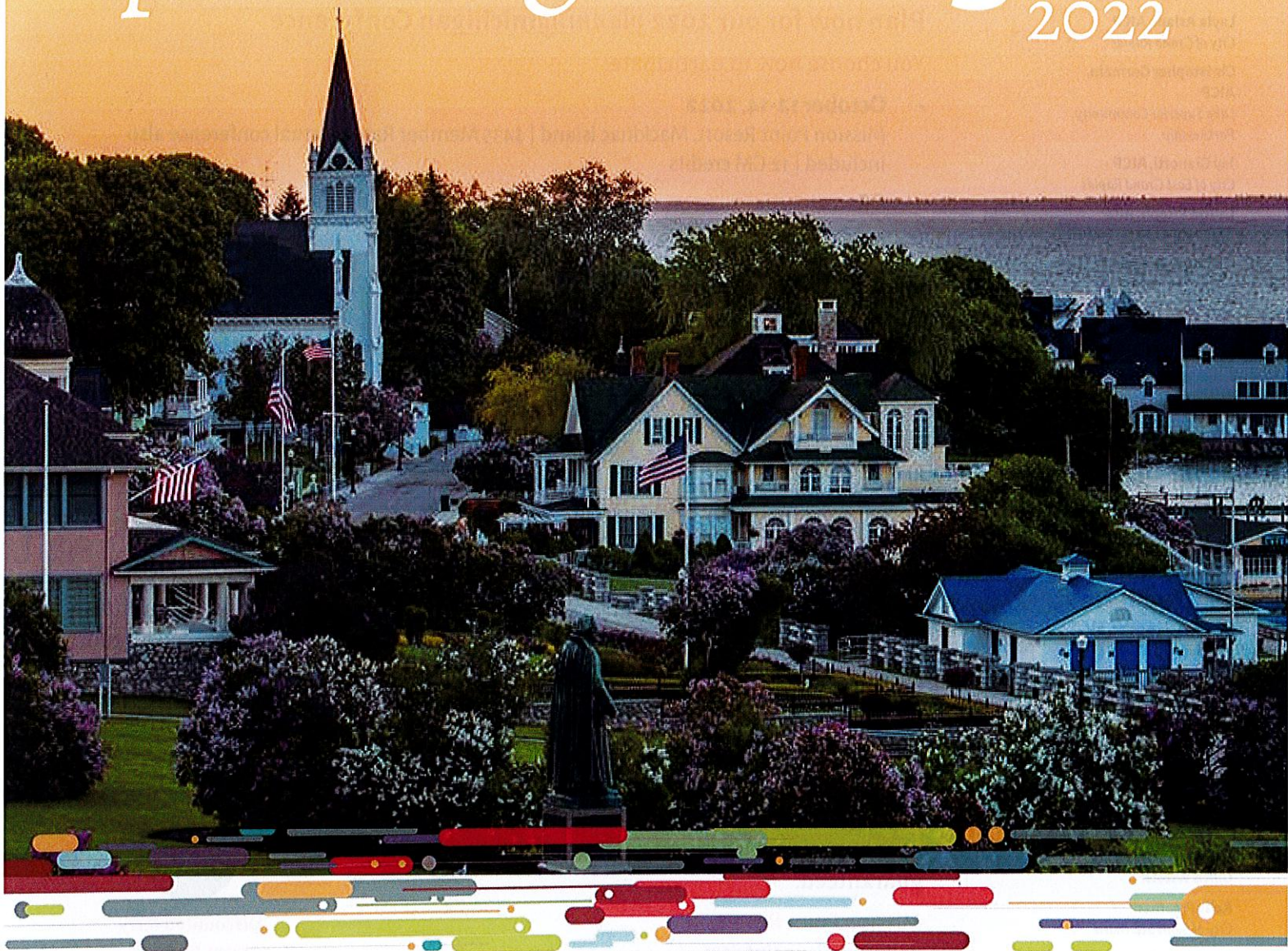
DAY TWO

- 8 a.m.
Vendor showcase with continental breakfast
- 9 a.m.
Top Topics for Today's Townships
- 10:30 a.m.
Vendor showcase and mid-morning break
- 11 a.m.
Legislative Lowdown
- 12:15 p.m.
Networking lunch
- 1 p.m.
Concurrent sessions
 - What Townships Need to Know about Grants
 - Ins and Outs of Township Ordinances
- 2:30 p.m.
Stretch and refreshment break
- 3 p.m.
Concurrent sessions
 - Broadband: The Middle Mile and Your Township
 - Nuances of the Right to Farm Act
- 4:15 p.m.
Adjourn

Can't make the date but don't want to miss out on this valuable information? A recorded version will be available after the event; watch MTA publications and emails for details.

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2022



MICHIGAN ASSOCIATION of PLANNING'S 2022 ANNUAL CONFERENCE

October 12-14th
Mission Point Resort
Mackinac Island

Virtual
planningmichigan
option
November 15-16
live plus
recorded content



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The #1 source of best planning practices for professional planners, community development professionals, planning commissioners, zoning board of appeals members, zoning administrators, and elected officials.

NATIONAL LEADERS | STATE EXPERTS | LOCAL AUTHORITIES | RELEVANT APPLICATIONS | COMPELLING LESSONS

KEYNOTES AND HIGHLIGHTS

Wednesday, October 12

4:15 p.m. - 4:45 p.m.

Annual Meeting

The MAP Annual Meeting introduces the 2022 – 2023 MAP Board and its executive committee, highlights MAP programs and activities over the last year, and summarizes our year end finances. Learn about what we've been up to!

4:45 p.m. - 5:30 p.m.

Overcoming NIMBYism: The Planning, Law, and Politics of Getting Housing Built | .75 AICP CM

NIMBYism—"not in my backyard" sentiment—is an ever-present feature of American housing politics, and one with increasingly high costs. In some areas, NIMBYism has led to an overall housing shortage and ever-mounting housing prices; in others, local opposition erects walls of exclusion around high-opportunity locations. This session will discuss the harms and causes of anti-housing activity and explore the efforts to embrace new housing development, with a focus on state and local legal reforms.

Noah Kazis, JD, University of Michigan

5:30 p.m. - 6:30 p.m.

Awards Reception and Scholarship Fundraiser

Join your colleagues to honor distinguished leaders in the planning field as we celebrate outstanding planning projects in a casual format. Participants will enjoy networking and hor d'oeuvres. Cash bar starting at 5:30 p.m.

Thursday, October 13

8:30 a.m. - 10:00 a.m.

Welcome and Opening Session - Navigating Federal Infrastructure and Recovery Programs | 1.25 CM

The landmark bipartisan Infrastructure Investment and Jobs Act and the American Rescue Plan Act have dramatically altered the federal landscape for planners and communities. Dozens of new programs with billions in funding are being established with new opportunities for investments in planning and plan implementation. At the same time, accessing and competing for these funds will place new demands on planners. Take a look at what's ahead on the housing and infrastructure front as Washington shifts into campaign season. This session will explore what has changed with the passage of IIJA and ARPA, what's ahead, and how planners can successfully compete for and use federal funds to drive local recovery and reinvention.

Jason Jordan, American Planning Association

11:45 a.m. - 1:30p.m.

Keynote Lunch - The Healing Energy of Urban Forests | .75 CM

Urban Forests, a Natural History of Trees and People in the American Cityscape, tells the stories of the founders of urban forestry. One of nature's largest and longest-lived creations, trees play an extraordinarily important role in our communities; they are living landmarks that define space, cool the air, soothe our psyches, and connect us to nature and our past. Today, a majority of Americans live in or near cities, surrounded by millions of trees and urban forests containing hundreds of species. Author Jill Jonnes examines the character of American urban forests and the effect that tree-rich landscaping has on commerce, crime, and human well-being. As planners seek remedies to repair the damage we have wrought on nature, and explore ways to mitigate the effects of climate change, urban forests offer an obvious, low-tech solution.

Jill Jonnes is a journalist and a writer who has written about American society from various perspectives

CITIZEN PLANNER PROGRAM

\$125 in addition to the conference registration fee

Complete the Michigan State University (MSU) Extension Citizen Planner Program in only three (3) days. All sessions will be available beginning on Wednesday morning, October 12, 2022, and ending Friday afternoon, October 14, 2022. More information on page 3.

REGISTRATION POLICY

There's a \$65 processing fee to cancel a conference registration on or before September 12, 2022. A written request must be made and sent to the MAP office. NO refunds will be granted on or after September 13, 2022 and no-shows the day of the event will be responsible for the full amount of the registration because food/beverage and conference material costs have already been incurred. You may send a substitute (the difference between a member and nonmember will be charged if applicable).

MICHIGAN STATE UNIVERSITY EXTENSION CITIZEN PLANNER PROGRAM \$125 (in addition to the conference fee)

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The Citizen Planner Program consists of a six-session course leading to a certificate of completion awarded by MSU Extension. The course is intended for local appointed and elected officials, zoning administrators, and interested citizens. The program cost is \$125 and includes the MSU Extension Citizen Planner Program; notebook with extensive handout materials; lunch during the classroom session Wednesday; the general sessions Wednesday and Thursday, the Keynote Luncheon Thursday, and lunch during the classroom session Friday. This fee is in addition to your conference fee. Sign in and out required.

Participants may also choose to pursue the Master Citizen Planner (MCP) credential by completing the entire course, passing a final exam, and delivering a capstone presentation to their community.

MICHIGAN STATE UNIVERSITY EXTENSION CITIZEN PLANNER PROGRAM

Wednesday, October 12

11:00 a.m. - 2:15 p.m.

MSU Extension Citizen Planner Session 1: Understanding the Planning and Zoning Context

Learn the legal sources and limitations of planning and zoning authority and explore your understanding of ethical decision-making. Lunch provided.

Tyler Augst, Extension Educator

2:30 - 5:00 p.m.

MSU Extension Citizen Planner Session 2: Planning for the Future of Your Community

Recognize the function and importance of a master plan, know the process for developing one and its relationship to zoning.

Harmony Gmazel, AICP, Extension Educator

Thursday, October 13

10:30 a.m. - 12 p.m. and 1:45 - 2:45 p.m.

Citizen Planner Session 3: Implementing the Plan with Zoning

Discover the importance of zoning, learn how zoning is administered and gain confidence in your zoning reviews, including site plans.

Mary Reilly, AICP, Extension Educator

2:45 - 5:15 p.m.

Citizen Planner 4: Making Zoning Decisions

Learn how to adopt and amend a zoning ordinance, understand the role of the zoning board of appeals and obtain skills in basic property development methods.

Brad Neumann, AICP, Senior Extension Educator

Friday, October 14

8:30 - 11:00 a.m.

Citizen Planner 5: Using Innovative Planning and Zoning

Strategize with placemaking and design-based solutions for local and regional success in the New Economy.

Brad Neumann, AICP, Senior Extension Educator

11:00 a.m. - 1:30 p.m.

Citizen Planner Session 6: Successfully Fulfilling Your Role

Strengthen your ethical decision-making skills, apply standards to your decision-making and know when to ask for help. Lunch provided.

Kambriana Crank, Extension Educator; Harmony Gmazel, AICP, Extension Educator

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Wednesday, October 12

10:00 - 11:30 a.m.

You Gotta Have Art | 1.5 CM

As planners, making the case for art amidst the need for core services like roads or public safety can be an uphill battle. But art matters far more than we realize. Communities can get more of it by re-thinking our policies and ordinances, and through public-private partnerships with little to no additional tax burden. This session will explore ways communities have successfully leveraged art to create vibrant places and spur economic development.

Terry Croad, AICP, City of Southfield; **Elizabeth Hude, AICP**, City of Mason; **Carolyn Loh, PhD**, Wayne State University; **Zak Meers**, City of Detroit

1:30 - 2:30 p.m.

Food Systems Policy and Relationships: How to Set Up Reciprocity as a Standard for Collaborative Partnerships | 1 CM

Planning for rural food systems in the wake of a global pandemic allows us to think differently about collaborative partnerships from the ground up. This session explores reciprocity in Michigan's Upper Peninsula and what policies need to shift in the future to assist relationships with food growers, processors, and distributors. Participants will practice key actions in reciprocity through interactive scenarios.

Abbey Palmer, Michigan State University Extension; **Rachael Pressley**, Western Upper Peninsula Planning & Development Region

Planners' Solutions to the Housing Dilemma

1 CM Resiliency →

Housing supply issues plague many Michigan municipalities, and a confluence of "labor, lumber, land, and laws" results in stiff competition for existing dwelling units. Planners can influence the "law" element by modifying local zoning codes, and Michigan has some stellar examples of local government interventions which contemporize zoning to help solve these challenges.

Jacob Kain, AICP, City of Midland; **Dennis Stachewicz**, City of Marquette

2:45 - 3:45 p.m.

The Heat is on: Are You Ready for Solar Energy?

1 CM Resiliency →

Utility companies have bold plans to expand solar energy over the next two decades and beyond. State experts will dive into how to ensure your community is ready for renewable energy installations. Learn what to cover at your planning commission meetings before an application is submitted including trends, best practices, and model zoning ordinance language. A solar industry expert will explain how a project begins, how they approach land acquisition and steps to connect to the grid, and a local official from a large, operational solar farm will be on hand to talk about the process and impacts from their perspective.

Catherine P. Kaufman, JD, AICP, Bauckham, Sparks, Thall, Seiber & Kaufman PC; **Sean Harris**, Ranger Power; **Moderated by Sarah Mills**, University of Michigan

Ethics and Equity in Planning | 1 CM Ethics

Conversations and lectures on the planning codes of ethics (APA Ethics Statement and the AICP Code of Ethics) often focus on specific rules of conduct that govern behaviors and actions. This means we often miss the chance to challenge ourselves to discuss the

"aspirational" piece of these codes, particularly in terms of equitable planning. In this interactive session, we'll discuss the ethics of everyday behavior, administrative discretion, plans and policies, and the APA Equity Policy Guide and its relationship to the codes of ethics.

Christina Anderson, AICP, City of Kalamazoo, MAP Board of Directors MI Chapter, Professional Development Officer; **Jill Bahm, AICP**, Giffels Webster, MAP Board of Directors

4:15 p.m. - 4:45 p.m.

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Noah Kazis, JD, University of Michigan

5:30 - 6:30 p.m.

Awards Reception and Scholarship Fundraiser

We've switched from an awards banquet to a reception so that everyone can attend and celebrate our industry leaders. Join your colleagues to honor distinguished leaders in the planning field and to celebrate outstanding planning projects in a casual format. Participants will enjoy networking and hors d'oeuvres. Our Scholarship Committee will expand their fund-raising activities during this event. Support our Memorial Scholarship Program by purchasing a raffle ticket for your chance to win an overnight package in Michigan. Cash bar starting at 5:30 p.m.

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Jason Jordan, American Planning Association

10:30 - 11:45 a.m.

Are Public Meetings Hurting Planning? | 1.25 CM

Public involvement is typically billed as an essential part of every planning process. However when a small subset of the population consistently speaks louder than the rest, critical housing, infrastructure, and public amenity projects can be in jeopardy. In this session, instructors will hold a debate-style presentation to explore the benefits and detriments of the typical public engagement process, while offering possible solutions to address the inequities inherent in gathering community input.

Eric Dryer, OHM; Nina Kelly, AICP, OHM

Designing and Preserving Woodbridge: Neighborhood-Scaled Planning and Implementation | 1.25 CM

This session will provide an in-depth look at strategic planning for Detroit's Woodbridge neighborhood, which is unique, diverse, and full of rich history and architecture. Presenters will explore the neighborhood-driven process and creative engagement techniques that led to the Development and Design Guidelines for over 9 acres of vacant neighborhood-owned land. The implementation path, which includes creating opportunities for women and minority developers, will also be explored.

Liliana Gonzalez, RA, LEED ND, PMP, Cinnaire; Ann Marie Kerby, AICP, MKSK; Saundra Little, FAIA

It's Not Just Zoning: Enabling Missing Middle, Market Rate, and New Affordable Housing | 1.25 CM

Equity, particularly around housing, has been a long-standing goal for many communities. Yet achieving this goal is more elusive than ever as the cost of labor and materials soar and supply chains struggle to meet demand. Hear about two communities working to unravel the barriers to new construction by challenging outdated policies and developing programs to support their residents' need for new housing.

Christina Anderson, AICP, City of Kalamazoo; Tim Corcoran, City of South Bend

Navigating Contentious Land Use Decisions | 1 CM Law

This session tackles land use conflict head-on, offering legal tips and reviewing OMA, MZEA, and FOIA notice, hearing, and recording requirements. The session will include a discussion of key recent court decisions such as the Tuscola County decision that alters the test for determining practical difficulty and the much anticipated Michigan Supreme Court decision on the "aggrieved party" provision of the MZEA.

Emily Palacios, JD, Miller Johnson

11:45 a.m. - 1:30 p.m.

Keynote Lunch - The Healing Energy of Urban Forests | .75 CM

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Jill Jonnes is a journalist and a writer who has written about American society from various perspectives

1:45 - 3:00 p.m.

Creative and Helpful Staff Reports Exist? Yes! | 1.25 CM

Fact: Effective and engaging staff reports don't need to be an anomaly. Discover how changes to staff reports increase transparency and the community's understanding of the planning process. Learn how to address shortcomings in staff reports and hear practical techniques your municipality can implement tomorrow to improve communication with the public, applicants, and governing bodies. Recommendations to make planning tasks and processes more accessible to the public will also be presented.

Mo Ayoub, City of Westland; Laura Haw, AICP, NCI, McKenna

Future-Proofing Your Planning and Zoning Department | 1.25 CM

If your department staff won the lottery and didn't come back to work, who would know what the development review process is, how uses are permitted, and what the ordinance standards are? Learn how to plan for the future when long-time staff or consultants - who know the ordinances and processes - are no longer around, ensuring your development review process is clear and consistent, zoning standards are unambiguous, and application materials help applicants know what to provide and get the right answers.

Jill Bahm, AICP, Giffels Webster; Eric Pietsch, Giffels Webster; Sri Ravali Komaragiri, AICP, Giffels Webster; Joe Tangari, AICP, Giffels Webster

Three REs of Corridor Rehabilitation | 1.25 CM

How do you transform a non-descript strip of a suburban arterial into a vibrant corridor with mixed uses, robust pedestrian amenities, and a sense of arrival? Look no further than Ann-Arbor Saline Road in Pittsfield Township, which has seen re-inhabitation through various forms of adaptive reuse, re-urbanization by increasing density, walkability, and use mix, and re-greening, from small parks and plazas, to restoring wetlands ecologies. The session details the transformation from the vision of the township supervisor to implementation by a developer.

Sam Beznos, Beztak Developers; Ben Carlisle, AICP, Carlisle/Wortman Associates, Inc.; Mandy Grewal, PhD, Pittsfield Township Supervisor

Storytelling, Advocacy, and the Voice of Planning | 1.25 CM

Storytelling is at the heart of successful advocacy. Whether you are promoting policy change or advancing your local plan, the effective use of story is vital to increasing your influence and connecting to local leaders. With lessons from the worlds of advertising and political campaigns, learn strategies to finding, creating, and telling powerful planning stories. Hear effective and powerful lessons from APA's Voice of Planning research designed to effectively communicate the unique value and impact of planning to elected officials.

209 Jason Jordan, American Planning Association; Liz Lang, American Planning Association

3:30 - 4:45 p.m.

Retrofitting THE Suburban Strip | 1.25 CM

In the 1960s, 28th Street was the longest retail corridor in the United States. The City of Wyoming has reimagined a new City Center, transforming a demolished movie theater site, mall, and outlots into a place with a new walkable street, hundreds of housing units, retail spaces, and a non-motorized network to connect struggling neighborhoods to transit, jobs, groceries, and a public park. Learn how they are doing it using public/private partnerships and bold leadership.

Nicole Hofert, AICP, *City of Wyoming*; Suzanne Schulz, AICP, *Progressive AE*

Equity-Centered Planning: The City of Detroit Parks and Recreation Strategic Plan | 1.25 CM (1 CM Equity)

Challenged with creating a 10-year strategic plan on a shoe-string budget, the City of Detroit looked internally when updating its Parks and Recreation Strategic Plan. The result is a plan firmly rooted in the Department's long-term community relationships and knowledge of the current system and challenges. Built on an equity framework, the plan allowed Detroiters to guide its vision. Extensive data analysis was used to develop an equity-centered metric for prioritizing improvements and increasing access.

Dara O'Byrne, AICP, *City of Detroit*; Juliana Fulton, *City of Detroit*; Alexandria Spofford, *City of Detroit*; Shamori Rose Whitt, AICP, *City of Detroit*

**Triple Resiliency: Unstable Infrastructure Demand, Climate Change, and Economic Uncertainty in Downriver Detroit
1 AICP CM Resilience → +.25 CM**

The cities of Ecorse and River Rouge face entangled resiliency problems: major fluctuations in infrastructure demand, increased inland and coastline flooding from climate change, and economic uncertainty due to the decline of legacy manufacturers. The cities collaborated through the West Jefferson Corridor Plan to identify a healthy future, where well-being is supported through local economic diversification, housing stock improvements, streetscaping, and modernization of essential infrastructure, from obsolete water lines to much-needed sidewalks.

John Jackson, AICP, *McKenna*; Mayor Lamar Tidwell, *City of Ecorse*

3:30 - 5:00 p.m.

Hot Topics in Planning Law | 1 CM Law +.5 CM

Sand dunes, trees, wind turbines, aggrieved parties, and signs. This session will review several cases where MAP filed friend of the court (amicus curiae) briefs with the U.S. and Michigan courts, including the applicability of the Michigan Environmental Protection Act to state permitting actions, the constitutionality of tree and natural features preservation ordinances, and the standards for variances under airport zoning. Other hot topics covered include aggrieved parties and the constitutionality of signs.

Jake Parcell, *Scenic Michigan*; Richard K Norton, PhD, *University of Michigan*; Emily Palacios, JD, *Miller Johnson*

Friday, October 14

8:30 - 9:45 a.m.

Forging a Future: The Evolution of a Bedroom Community in the Upper Peninsula | 1.25 CM

A town of 4,600 residents 11 miles west of Marquette, Negaunee is considered a bedroom community. After some intense self-reflection, planning, and visioning, the city is capitalizing on its strong potential and value proposition. With assistance from MEDC, community leaders and business owners are collaborating to modernize the city's brand and tell Negaunee's story. This presentation will demonstrate the importance of planning, partnerships, community support, branding, and marketing.

Christopher Germain, AICP, *Lake Superior Community Partnership*; Nate Heffron, *City of Negaunee*; Elena Moeller-Younger, *CIB Planning*

Mobility, Active Transportation, and Safety: Planners' Advocacy Role in Transportation Projects to Formulate Comprehensive Community Corridors | 1.25 CM

Planning participation at the beginning of transportation projects ensures that mobility, active transportation, and safety are project fundamentals. The Macomb County Department of Roads has taken a "planning first" approach to projects like the Innovate Mound Project and their recent implementation of a Non-Motorized Process. This session will discuss how MCDR uses this approach to incorporate active transportation, safety, collaboration, and placemaking.

John Crumm, AICP, *Macomb County*; Carly Mitchell, AICP, *HNTB*

10:00 - 11:30 a.m.

Getting It Done: Economic Development Projects in Michigan Communities | 1.25 CM

Great projects require diligent planning and ample support through each stage of the development process. The Michigan Economic Development Corporation and Michigan Municipal League work closely with communities to cut through red tape and get the communities' priority sites off to a strong start. This session features stories from communities that have persisted in tackling barriers to development and maintained momentum toward implementation.

Dan Leonard, *Michigan Economic Development Corporation*; Jada Tillison-Love Porter, *Michigan Municipal League*; Nate Scramlin, *Michigan Economic Development Corporation*

The First Five Year Learning Curve – What to Know as an Employer, and What to Know as an Employee | 1.25 CM

The skills and knowledge gained in the first five years of a planning career are extensive and usually aren't covered in an academic setting. Now is the time for planning offices to ensure they have practices in place to train and retain early-career planners. Learn what new planners expect to learn in their first five years, and how managers can integrate early-career planners into their operations both in the near and long term.

Mike Auerbach, *Carlisle* | *Wortman Associates, Inc.*

Wednesday, October 12

9 a.m. - 6:00 p.m.	Registration
12:30 - 6:00 p.m.	Sponsor Display Set Up
10:00 - 11:30 a.m.	You Gotta Have Art
11:00 - 2:15 p.m.	MSU Extension Citizen Planner Session 1 ♦
12:00 - 1:15 p.m.	Emerging Planning Professionals Committee Meeting and Luncheon
1:30 - 2:30 p.m.	Food Systems Policy and Relationships: How to Set Up Reciprocity as a Standard for Collaborative Partnerships Planners' Solutions to the Housing Dilemma Resiliency →
2:30 - 5:00 p.m.	MSU Extension Citizen Planner Session 2 ♦
2:45 - 3:45 p.m.	The Heat is on: Are You Ready for Solar Energy? Resiliency →
	Ethics and Equity in Planning Ethics ☸
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10:30 - 12 p.m.	Citizen Planner Session 3
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2:45 - 5:15 p.m.	Citizen Planner 4: Making Zoning Decisions ♦
3:30 - 4:45 p.m.	Retrofitting THE Suburban Strip Equity-Centered Planning: The City of Detroit Parks and Recreation Strategic Plan Equity ●
	Triple Resiliency: Unstable Infrastructure Demand, Climate Change, and Economic Uncertainty in Downriver Detroit →
3:30 - 5:00 p.m.	Hot Topics in Planning Law ☸
6 p.m. - Midnight	Networking and Hospitality Events - All conference attendees Invited
6:00 - 8:30 p.m.	Giffels Webster at the Pink Pony
7:30 - 10 p.m.	McKenna at Horn's Gaslight Bar 211
9:30 p.m. - Midnight	Atwell at the Pink Pony

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Christopher Germain, AICP, *Lake Superior Community Partnership*; Nate Heffron, *City of Negaunee*; Elena Moeller-Younger, *CIB Planning*

Mobility, Active Transportation, and Safety: Planners' Advocacy Role in Transportation Projects to Formulate Comprehensive Community Corridors | 1.25 CM

Planning participation at the beginning of transportation projects ensures that mobility, active transportation, and safety are project fundamentals. The Macomb County Department of Roads has taken a "planning first" approach to projects like the Innovate Mound Project and their recent implementation of a Non-Motorized Process. This session will discuss how MCDR uses this approach to incorporate active transportation, safety, collaboration, and placemaking.

John Crumm, AICP, *Macomb County*; Carly Mitchell, AICP, *HNTB*

10:00 - 11:30 a.m.

Getting It Done: Economic Development Projects in Michigan Communities | 1.25 CM

Great projects require diligent planning and ample support through each stage of the development process. The Michigan Economic Development Corporation and Michigan Municipal League work closely with communities to cut through red tape and get the communities' priority sites off to a strong start. This session features stories from communities that have persisted in tackling barriers to development and maintained momentum toward implementation.

Dan Leonard, *Michigan Economic Development Corporation*; Jada Tillison-Love Porter, *Michigan Municipal League*; Nate Scramlin, *Michigan Economic Development Corporation*

The First Five Year Learning Curve – What to Know as an Employer, and What to Know as an Employee | 1.25 CM

The skills and knowledge gained in the first five years of a planning career are extensive and usually aren't covered in an academic setting. Now is the time for planning offices to ensure they have practices in place to train and retain early-career planners. Learn what new planners expect to learn in their first five years, and how managers can integrate early-career planners into their operations both in the near and long term.

Mike Auerbach, *Carlisle* | *Wortman Associates, Inc.*

Friday, October 14

8:30 - 9:45 a.m.	Forging a Future: The Evolution of a Bedroom Community in the Upper Peninsula
	Mobility, Active Transportation, and Safety: Planners' Advocacy Role in Transportation Projects to Formulate Comprehensive Community Corridors
8:30 - 11:00 a.m.	Citizen Planner Session 5 ♦
10:00 - 11:30 a.m.	Getting It Done: Economic Development Projects in Michigan Communities
	The First Five Year Learning Curve – What to Know as an Employer, and What to Know as an Employee
	Planners in Private Practice Meeting
11:00 a.m. - 1:30 p.m.	Citizen Planner Session 6 ♦

Icon Key



This session has been submitted for the AICP CM requirement for law



This session has been submitted for the AICP CM requirement for Resiliency



This session has been submitted for the AICP CM requirement for ethics



This session has been submitted for the AICP CM requirement for Equity

MEMBERSHIP MILESTONES & PLANNING AWARDS

Please join us at the conference's opening night reception (5:30 - 6:30 p.m. in the Cypress Room) on Wednesday, October 12. The following members and projects will be recognized.

Members Pass AICP Exam

APA created a new One Path program featuring a two step process to AICP certification. In 2021 and 2022, the following Michigan planners passed the rigorous AICP exam, the first step in the process.

Emily Baxter	Ming Han Li
Joseph Blair	Robert Linn
Danielle Bouchard	Beheshteh Makaritorghabeh
Rowan Brady	David Mangum
Yichen Chen	Kimberly Marrone
Corey Christensen	Cassi Meitl
Dan Commer	Nicholas Mucha
Nicholas Fiore	Jennifer Neal
Josh Gunn	Stephanie Peña
Caitlyn Habben	Teresa Qu
Gregory Holman	Ruben Shell
Raphael Kasen	Anna Thompson
Erin Kelly	Andrew Wald
Carly Keough	Dean Walrack
Elizabeth Knape	Matthew Wojciechowski
Brandon Kovnat	Nani Wolf

Forty Year Membership

Patrick Coleman, AICP
Bruce Fowler, AICP
Bradley Strader, AICP

Fifty Year Membership

John Dailey, AICP
Paul LeBlanc, AICP
Sidney Mook

Award Recipients

Helen Foss Award for Outstanding Volunteer
Christopher Germain, AICP, Chief Executive Officer,
Lake Superior Community Partnership

Planning Champion Award
Dennis Stachewicz, Community Development Director,
City of Marquette

Helen S. Willis Award for Outstanding Commissioner
Betsy Dayrell-Hart, Planning Commission Chair, City of St. Ignace
Matt Payne, Planning Commission Chair, Pittsfield Charter Township

Daniel Burnham Award for a Comprehensive Plan
City of East Jordan and Beckett and Raeder, Inc.
City of East Jordan Master Plan

Outstanding Planning Project: Best Practice
City of Holland and McKenna
Holland Unified Development Ordinance

Outstanding Planning Project: Implementation
Macomb Township and Carlisle | Wortman Associates, Inc.
Macomb Township Master Plan – MTC

Outstanding Planning Project: Resiliency and Sustainability
City of Sterling Heights
The City of Sterling Heights Sustainability Plan

Outstanding Planning Project: Urban Design
City of Portage
Portage Lake Center District Corridor and Placemaking Study

Outstanding Graduate Student Project
University of Michigan
After the Deluge Capstone Project

Outstanding Graduate Student Project
University of Michigan
Evaluating Funding for Public Transit to Advance Michigan's Climate Goals