



REGULAR MEETING AGENDA

- I. ROLL CALL**
- II. APPROVAL OF AGENDA**
- III. APPROVAL OF ITEMS ON THE CONSENT AGENDA**
 - A. June 8, 2015 Minutes**
 - 1. June 8, 2015 Minutes**
- IV. REQUEST FOR SITE PLAN AMENDMENT**
 - 1. Request for Site Plan Amendment - Chatham Hills Apartments, 36001-36691 Grand River**
- V. REQUEST FOR OUTDOOR DISPLAY AND SALES APPROVAL**
 - 1. Request for Outdoor Display and Sales Approval - Uptown Plaza; Overstock Outlet, 31550 Grand River**
- VI. REQUEST FOR FACADE AND SITE IMPROVEMENTS**
 - 1. Request for Facade and Site Improvements - Dolphin Center, 31691-31715 Grand River**
- VII. REQUEST FOR ADOPTION**
 - 1. Request for Downtown Area Plan Adoption**
- VIII. PUBLIC COMMENT**
- IX. PLANNING COMMISSION COMMENT**
- X. ADJOURNMENT**

**Farmington City Council
Staff Report**

Council Meeting Date:
July 13, 2015

**Reference
Number
(ID # 1933)**

Submitted by: Kevin Christiansen, Economic Community Development Director

Description: June 8, 2015 Minutes

Requested Action:

Approve

Background:

Agenda Review

Review:

Kevin Christiansen Pending

City Manager Pending

Planning Commission Pending

07/13/2015 7:00 PM

FARMINGTON PLANNING COMMISSION PROCEEDINGS
 City Council Chambers, 23600 Liberty Street
 Farmington, Michigan
 June 8, 2015

Chairperson Bowman called the Meeting to order at 7:00 p.m. in the Farmington City Council Chambers, 23600 Liberty Street, Farmington, Michigan.

ROLL CALL

Present: Babcock, Bowman, Buyers, Chiara, Crutcher, Gronbach

Absent: Majoros

A quorum of the Commission was present.

OTHER OFFICIALS PRESENT: Director Christiansen, Building Inspector Koncsol, City Manager Murphy, Attorney Saarela

Matt Parks, OHM
 Aaron Domini, OHM

Christiansen introduced new City Manager David Murphy to the Planning Commission and to those in the audience as well as the viewing audience.

APPROVAL OF AGENDA

MOTION by Buyers, seconded by Crutcher, to approve the agenda as submitted.
 Motion carried, all ayes.

APPROVAL OF ITEMS ON CONSENT AGENDA

A. May 11, 2015 Minutes

Motion by Chiara, seconded by Babcock, to approve the items on the Consent Agenda.
 Motion carried, all ayes.

**PRE-APPLICATION CONFERENCE WITH PLANNING COMMISSION ON PUD
 PLANNED UNIT DEVELOPMENT CONCEPT PLAN – ORCHARD PHASE II**

Chairperson Bowman introduced this agenda item and turned it over to staff.

Christiansen stated this item is a pre-application conference for discussion and review with the Planning Commission on a proposed PUD planned unit development concept plan for the development of Orchards Phase II. The purpose of the pre-application conference is to discuss the appropriateness of a PUD and the concept plan and to solicit feedback from the Planning Commission.

City of Farmington Planning Commission
Minutes of June 8, 2015
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Applicant Fabio Cervi of Cervi Construction of Livonia, requested a pre-application conference and has submitted concept plans for the development of the Orchards Phase II Site on Slocum, a 15-unit, three-story, townhouse-style apartment building with parallel parking. The concept plan includes a conceptual preliminary layout/site plan and a conceptual/preliminary building elevation. An aerial photo of the site was also included in the Commissioners packets.

Christiansen went over the history of the property, including the development of Phase I, a 16-unit condo development, with a parking garage underneath. He stated Phase II was also part of the overall PUD that was approved and the infrastructure installed, however due to economic conditions Phase II has not been realized as yet. He indicated the DDA purchased the unconstructed Phase II from the bank this past year and has been actively marketing this property and has solicited an RFP. Minimal interest was shown for a condominium project on this property. The RFP was then modified to include an opportunity for a "for lease" product as well. An application was submitted by Cervi Construction who are proposing a 15-unit townhouse style apartment building on the site with parallel parking off the front of the building on the access drive. Christiansen also stated that City Council at their June 1st Special Meeting, considered the Applicant's proposal and feedback was provided to staff who then relayed that information to the Applicant. He went over the aerial photo of the project on the screen.

Bowman thanked Christiansen for the introduction and invited the Applicant to the podium.

Fabio Cervi, Cervi Construction, 12419 Stark Road, Livonia 48150 came to the podium and provided a brief overview of the project. The floor was opened up for questions from the Commissioners.

Crutcher asked for clarification of the rendering on the screen.

Gronbach stated that in looking at the site plan it appears the building is backed up pretty close to the east side of the property line and he confirmed there are no rear entrances, only front west entrances. He also questioned if all parking for the site would be limited to the street parking and Cervi responded yes.

Gronbach asked if the Applicant had considered putting the parking behind the units and moving the units up closer to the street and further discussion was held.

The Applicant indicated he had discussed that option with his engineers and it was cost prohibitive due to storm sewers, the grade, and other factors that added to it.

Christiansen stated the limitations presented with the parking situation.

City of Farmington Planning Commission
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Chiara inquired why Phase I could not just be replicated for Phase II given its success and Christiansen stated that market conditions were different back then and Chiara stated that he felt condos would be more acceptable down there than for rent apartments.

Christiansen stated that having gone through the recession, the owners of the property were no longer able to carry the property and no one developed the property during those conditions and the property had reverted back to the bank.

Gronbach asked if the roadway in and out was public or private and Christiansen responded it's not officially a road.

Buyers inquired addressed the issue of owner/occupied as opposed to apartments and further discussion was held.

Bowman asked for clarification on what drove the changes in the renderings and the Applicant responded the preliminary discussions with the DDA.

Christiansen stated there are three municipal entities that would be engaged with the PUD review and approval process for any development on Phase II, which would be the DDA, the owner of the property; the Planning Commission which would involve four steps, the pre-application conference, application, Public Hearing, and preliminary conceptual plan review, and then that would move from the Planning Commission to City Council, which would include preliminary conceptual review and draft development agreement and then move it forward to the conclusion of the process, with the final site plan presented to the Planning Commission.

Bowman inquired if the consideration of underground parking was cost prohibitive and the Applicant responded in the affirmative.

Buyers asked if the project was going to have a basement or on a slab, the Petitioner responded it is on slab.

Crutcher expressed concern with putting a project on that site that doesn't have the underground parking consistent with Phase I.

The Applicant stated that he considered it but it was not something in his plans for that project.

Buyers stated from a marketing standpoint with 15 units and only 20 parallel parking spots, it may not be adequate.

Christiansen stated Phase I includes 16 condos with 16 underground spaces and eight on street.

The Applicant stated they would still stay open to the consideration of condos on the site but there would have to be garages and could present challenges.

Bowman thanked the Applicant for their interest in the property and for taking the time and effort to request the pre-application conference.

Christiansen responded he will continue to have dialogue with the Applicant, taking into consideration the comments from the DDA, City Council and Planning Commission, and have additional discussion to see what direction he should go in.

REVIEW OF DRAFT DOWNTOWN AREA PLAN

Chairperson Bowman introduced this agenda item and turned it over to staff.

Christiansen stated this agenda item is presentation and discussion of the recently completed final draft of the Downtown Area Plan for the City of Farmington. He stated at the April 29, 2015 meeting of the Farmington Downtown Area Plan Committee, they approved the final draft of the 2014/15 Downtown Area Plan. He indicated the purpose of this item on tonight's agenda is to unveil the Downtown Area Plan to the Planning Commission.

The draft plan being presented tonight was completed by the Downtown Area Committee which consisted of members of the various boards and commissions including the Planning Commission, the Downtown Development Authority and City Council. Two members of City Council served on the Committee, Schneemann and Scott, and Gronbach from the Planning Commission and the former president of the DDA as well as current president Tom Buck.

He introduced Mr. Aaron Domini and Mr. Matt Parks from OHM.

Bowman then turned the item over to Mr. Domini for presentation.

Aaron Domini, OHM advisor and lead of the planning and urban design, came to the podium. He gave a history of the metamorphosis of the Downtown Area Plan, stating the effort was borne out of the Farmington Vision Plan. He stated when they finished that project, the downtown area was a big focus and that the natural evolution was to dig back down and look strategically at the downtown to see what opportunities there may be.

Some elements that were discussed were increased parking in the downtown, the idea of enhancing the urban context with the downtown, and connecting with the river.

He stated the plan contains three elements, look at existing conditions in the downtown, conduct a very detailed market study to understand its potential and align the Plan with the potential. The third piece was developing concepts, what can be done. And when all those things are layered together it helps crystalize vision and is a powerful marketing tool for the City to communicate its opportunities not only to the folks in the community but also to the private sector.

He indicated they had done a lot of scenario planning within the study area to understand how to develop a site that an investor might go through to understand how to achieve the vision.

In the end it provided a more defined vision of the downtown but also provides City leadership a powerful tool to help market it and build the vision as well.

He stated that due to the length of the document, he would just give a brief overview and highlight some of the key elements. He concluded by saying there was a lot of information contained therein that could continue to guide and make the City a high quality destination point within the region.

Bowman thanked him for his presentation and opened the floor for questions from the Commissioners.

Christiansen also thanked Aaron and OHM for all of their hard work and effort engaging in this task in looking at what opportunities exist here in the City to repurpose a very unique part of our community. He stated there were many components and players involved in the compilation of materials unveiled tonight.

Gronbach stated that having been a member of the committee working for the last year and a half on this, that there is a tremendous amount of material to digest in the document and suggested that the Planning Commission take the time to look through it and to ask follow-up questions at future meetings.

Bowman stated that was a wonderful suggestion.

Christiansen stated another important element would be to work with the schools in helping them relocate facilities and look to find other locations for them so that those areas could be revitalized.

Bowman thanked Domini for his presentation.

APPOINTMENT TO DOWNTOWN PARKING ADVISORY COMMITTEE

Bowman introduced this agenda item and turned it over to staff.

Christiansen stated that the City Council, at their April 20, 2015 meeting, established a Downtown Parking Advisory Committee and that the City Manager's Office has advertised the open resident and business owner positions of the committee via local media, SWOCC bulletin and a listing in the Chamber of Commerce newsletter and in accordance with the by-laws adopted by the City Council for the Parking Advisory Committee, one member of the Planning Commission must serve on the Committee and that the action desired for this evening was to make that appointment.

He indicated the make-up of the Committee is to include a City Council member, one DDA Board member, two downtown CBD business/property owners, two residents, one Planning Commission member and two ex-officio members, i.e. the City Manager or a representative from that office, and the Public Safety Director and/or their designee.

Chariperson Bowman opened the floor for nominations or volunteers to fill the Planning Commission spot on the Committee.

Crutcher volunteered to serve on the Committee and further discussion was held.

Bowman stated that Gronbach was also considered an appropriate candidate to serve on the Committee.

Christiansen indicated that City Council is looking for a qualified candidate from the Planning Commission to actively participate and attend all of the meetings.

MOTION by Gronbach, seconded by Chiara, to nominate Ken Crutcher to serve as the Planning Commission's representative on the Downtown Parking Advisory Committee. Motion carried, all ayes.

Bowman thanked Crutcher for his interest in serving on the Committee.

PUBLIC COMMENT

Paul Bertin 23169 Farmington Road in Wynset Condominiums, expressed concern over the Orchards Phase II plans and the difference between the photos or renderings and the plans presented this evening and the different Code requirements that would come into play. He also stated that apartments require a second means of egress and he does not see that in the plans and suggested that these issues be looked into before any decisions are made. He also addressed the parking requirements and suggested making it a little more compatible with Phase I utilizing similar colors and materials.

Bowman thanked Mr. Bertin for his input.

Christiansen indicated that this is in a very preliminary and conceptual stage and stated the comments are very pointed and well taken and that each item will be looked at in great detail before moving forward.

PLANNING COMMISSION COMMENTS

Chairperson Bowman thanked everyone who was involved with “Art on the Grand” and commented on its success.

Gronbach inquired on the status of the World Wide Center’s renovations.

Christiansen stated there was information contained in the Commissioners’ packets addressing the Ten Mile and Orchard Lake area and the Michigan Municipal League’s involvement as well as Lawrence Tech in working to enhance the area and invited everyone to attend the Open House at Farmington Hills City Hall on June 17th at 6:00 to 7:30 p.m where representatives of both City staffs and MML and Lawrence Tech will be on hand to present the conceptual design of this project.

He also commented on an article that was in the media on the groundbreaking for the Riverwalk of Farmington development.

ADJOURNMENT

MOTION by Gronbach, seconded by Crutcher, to adjourn the meeting.
Motion carried, all ayes.

The meeting was adjourned at 8:16 p.m.

Respectfully submitted,

Secretary

**Farmington City Council
Staff Report**

Council Meeting Date:
July 13, 2015

**Reference
Number
(ID # 1934)**

Submitted by: Kevin Christiansen, Economic Community Development Director

Description: Request for Site Plan Amendment - Chatham Hills Apartments, 36001-36691 Grand River

Requested Action:

Approve

Background:

Agenda Review

Review:

Kevin Christiansen Pending

City Manager Pending

Planning Commission Pending 07/13/2015 7:00 PM

Farmington Planning Commission Staff Report	Planning Commission Date: July 13, 2015	Reference Number 1934
Submitted by: Kevin Christiansen, Economic and Community Development Director		
Description Site Plan Amendment – Chatham Hills Apartments		
<p>Background</p> <p>The applicant/petitioner has submitted plans to remove the existing community building and indoor swimming pool for Chatham Hills Apartments and construct a new community building and outdoor swimming pool for the existing apartment complex. Chatham Hills Apartments is located at 36135 Grand River Avenue and is zoned R-3 Multiple-Family Residential. Community buildings and swimming pools (accessory buildings and structures) are permitted in the R-3 District in accordance with Section 35-83, Residential Lot and Yard Requirements, and Section 35-43, Accessory Buildings and Structures of the Zoning Ordinance (see attached). They are subject to site plan review in accordance with the requirements of Article 13, Site Plan Review of the Zoning Ordinance.</p> <p>The project includes the demolition of the existing community building and indoor swimming pool and construction of a new 3,099 square foot one-story community building and a new 20.0' x 40.0' outdoor swimming pool. A new 5.0' wide concrete sidewalk and new swimming pool fence enclosure is also proposed.</p> <p>The new community building meets the lot and yard requirements of Section 35-83 of the Zoning Ordinance for the R-3 Multiple Family Residential District, including building height.</p> <p>The requested action of the Planning Commission is to review the submitted site plan amendment for Chatham Hills Apartments.</p> <p>Attachments</p>		

Attachment: Staff Report - Site Plan Amendment - Chatham Hills Apartments (1934 : Site Plan Amendment)

City of Farmington
CivicSight Map



MAP LEGEND:

- CITY BOUNDARY
- RIVERS-STREAMS
- MULTITENANTBUILDING (Type)
 - BUILT
 - PROPOSED
- COMM.INDUST BLDGS
- RAPHAEL STREET(POLY)2
- RAPHAEL STREET(POLY)
- PARCELS
- ROADS OUTSIDE FARMINGTON
- RIGHTORWAY
- MULTITENANTPAVING
 - ROW EXTEND
 - LOT HISTORY
- OPEN WATER (FEATUERTYP)
 - DetentionPond
 - StreamRiver
 - LakePond
 - Channel
 - SwampMarsh

2010 AERIAL PHOTOS (Image)



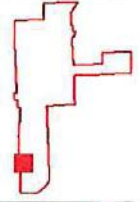
Map Scale: 1 inch = 226 feet
Map Date: 7/10/2015
Data Date: July 10, 2015

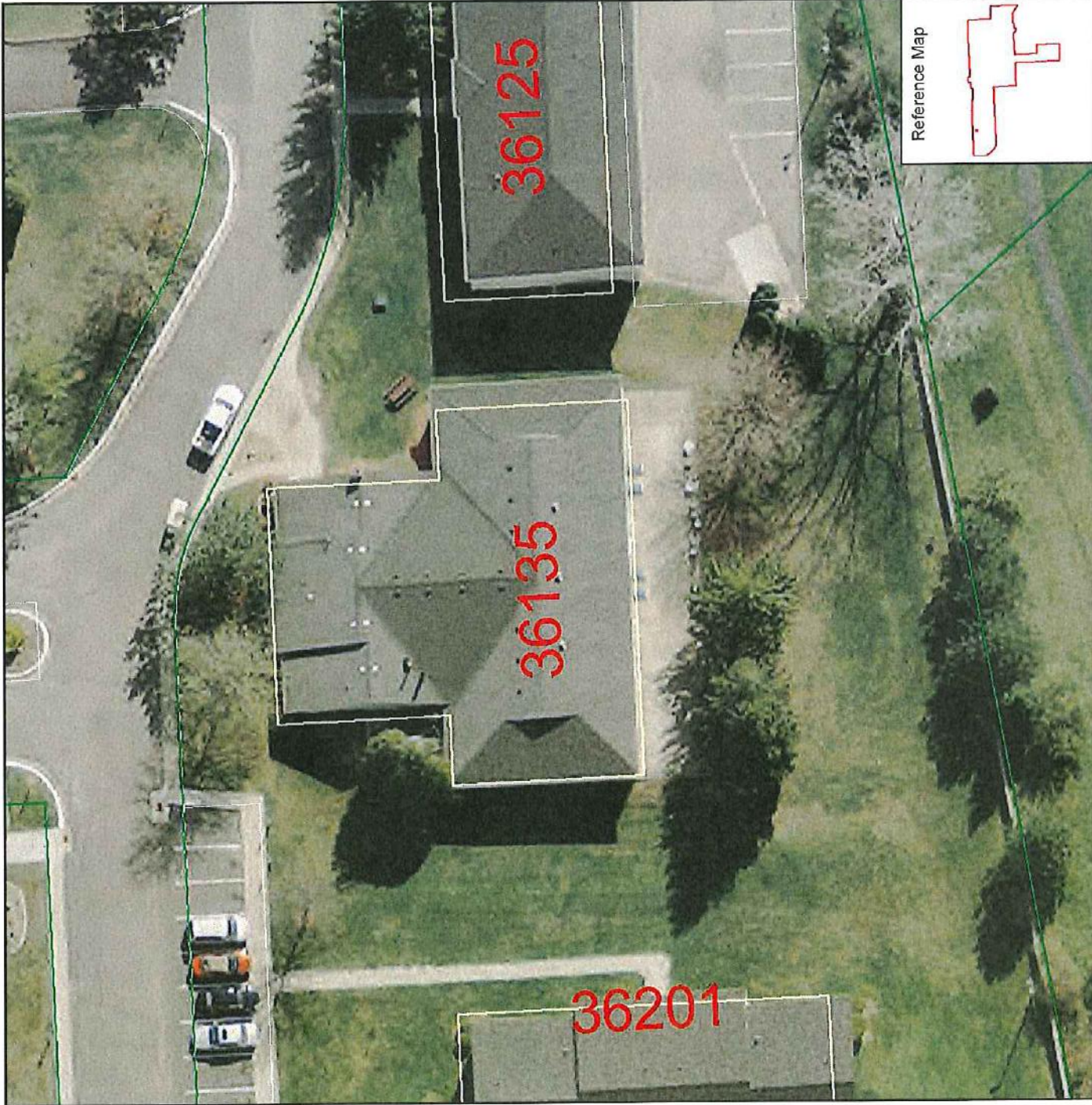
Sources: City of Farmington, Oakland County GIS
Utility, River's Edge GIS, LLC.

Disclaimer:
Note: The information provided by this program has been compiled from recorded deeds, plats, taxmaps, surveys, and other public records and used in a "best effort" manner. It is not intended to be used as a legal record. The information is provided "as is" and the user assumes all responsibility for the accuracy of the information. Once again, USE AT YOUR OWN RISK!!!



Reference Map





Reference Map



- MAP LEGEND:**
- CITY BOUNDARY
 - RIVERS-STREAMS
 - MULTITENANTBUILDING (Type)
 - BUILT**
 - COMM_INDUST BLDGS
 - RAPHAEL STREET (POLY)2
 - RAPHAEL STREET (POLY)1
 - PARCELS
 - ROADS OUTSIDE FARMINGTON
 - RIGHT-OF-WAY
 - MULTITENANTPAVING**
 - ROW EXTEND
 - LOT HISTORY
 - OPEN WATER (FEATURE TYP)**
 - DetentionPond
 - Stream/River
 - Lake/Pond
 - Channel
 - Swamp/Marsh
 - 2010 AERIAL PHOTOS (Image)

Map Scale: 1 inch = 39 feet
 Map Date: 7/10/2015
 Data Date: July 10, 2015
 Sources: City of Farmington, Oakland County GIS Utility, River's Edge GIS, LLC.

Disclaimer:
 Note: The information provided by this program has been compiled from various sources including, but not limited to, public records, surveys, and other public records and is provided for informational purposes only. The information is not intended to be used as a legal document. Users of this data are hereby notified that the information sources mentioned above should be consulted for verification of the information. Once again, USE AT YOUR OWN RISK !!!

Use	R2	R3	R5	R6
P: Use is permitted by right in district SLU: Special Land Use in accordance with Article 12 Special Land Uses				
INSTITUTIONAL:				
Adult and child care facilities	In accordance with Section 35-25 Adult and Child Residential Care Facilities			
Cemeteries	SLU	SLU	SLU	-
Churches, temples and similar places of worship and related facilities	SLU	SLU	SLU	-
Municipal buildings and structures	P	P	P	P
Public or private primary and secondary schools	SLU	SLU	SLU	-
Public and quasi-public institutional buildings, structures and uses	SLU	SLU	SLU	-
OTHER/ACCESSORY:				
Essential public services	P	P	P	P
Essential public service buildings	SLU	SLU	SLU	SLU
Accessory buildings, structures and uses	In accordance with Section 35-43 Accessory Buildings			

Section 35-83 Lot and Yard Requirements

Residential Buildings				
	R2	R3	R5	R6 ^(b)
Density and Lot Size				
Minimum Lot Area (square feet)	8,500	10,000	100,000	-
Minimum Lot Width (feet)	70	85	200	200
Maximum Height of Buildings:				
In feet	30	35	30	30
In stories	2	3	2.5	2
Minimum Required Setbacks (feet):				
Front Yard from exterior street	25	25	40	50 ^(b)
Front Yard from internal street	25	15	15	25 ^(b)
Side Yard Setback - each	10	10	20 ^(a)	40 ^(b)
Building Spacing	20	20	20	40 ^(b)
Rear Yard Setback	30	30	50 ^(a)	40 ^(b)
Parking Setback	In accordance with Section 35-171 C. Parking Lot Setbacks for Non-residential Uses			
Minimum Size of Dwellings (square feet)^(c)				
1 Bedroom and Studio Units	1000	600	900	(b)
2 or more Bedroom Units	1000	800	1100	(b)
Lot Coverage:				





Residential Buildings				
	R2	R3	R5	R6 ^(b)
Maximum Lot Coverage	25%	40%	30%	25%

Non-residential Buildings				
	R2	R3	R5	R6
Maximum Height of Buildings:				
In feet	30	30	30	-
In stories	2	2	2	-
Minimum Required Setbacks:				
Front Yard Setback (feet)	40	40	40	-
Side Yard Setback (feet)	50	50	50	-
Rear Yard Setback (feet)	50	50	50	-
Parking Setback (feet)	In accordance with <i>Section 35-171 C. Parking Lot Setbacks for Non-residential Uses</i>			
Maximum Lot Coverage (building)	35%	35%	35%	-

Special Provisions

- (a) **R5 District Standards.** In the R5 district when a yard abuts a single-family district, a 50 foot setback, including a 30 foot greenbelt, shall be required.
- (b) **R6 District Standards.** For the R6 district the following provisions apply:
 1. Density calculations shall include all internal roadways.
 2. All buildings shall be set back as follows:
 - from a major or secondary thoroughfare: 50 feet
 - from the perimeter lot line of the site: 40 feet
 - from a single-family residential district: 80 feet
 - from any internal roadway (public or private): 25 feet
 3. The minimum distance between separate principal buildings shall be 40 feet.
 4. No part of any dwelling unit shall be below grade unless approved by the planning commission, based on consideration of sloping topography which provides unique design opportunities.
 5. The planning commission may reduce the setback and road width requirements when in the opinion of the commission, the parcel of land under consideration has characteristics such as size, shape or other conditions that make the development difficult as required. In no case shall the setback requirements be less than those required in the R1 district.
 6. Units that are attached may not exceed six units per one cluster.
 7. The minimum size of dwelling units shall be as follows:
 - 1 story 1,000 sq. ft.
 - 1 ½ stories 900 sq. ft. (first story) 1,200 sq. ft. (total)



2 stories 800 sq. ft. (first story) 1,600 sq. ft. (total)

8. The common wall between units shall not be common to more than 70% of its area in common with an abutting unit, provided further that all common walls within a cluster shall not have more than 50% average of its area in common with abutting units.
 9. The planning commission shall review and approve recreational, park or open space as part of its approval. Such areas once established shall be preserved and maintained for their intended purpose. The city may require the depositing of a performance bond or letter of credit in an amount sufficient to complete the recreational facilities or open space improvements in the event that the project is over one-half completed and the recreational facilities and open space improvements have not been completed in accordance with the approved site plan.
 10. If access is available directly to a major street or thoroughfare, then access to the cluster housing shall not be provided through local or subdivision streets.
- (c) **Senior Housing.** Dwelling unit floor area requirements for senior housing may be reduced by 5% when the same total floor area of unit reduction is provided as common areas, such as recreational or activity rooms. Dwelling unit floor area requirements for senior housing may be further reduced by 20% when the common area includes complete dining facilities where the residents are offered at least 2 meals each day.

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Multiple-Family Residential Districts

Packet Pg. 16

Section 35-84 Site Development Requirements

All uses permitted by right and special land uses are subject to the following site development requirements:

- A. General provisions in accordance with *Article 2 General Provisions*.
- B. Site plan review as may be required in accordance with *Article 13 Site Plan Review*.
- C. Off-street parking and loading as may be required in accordance with *Article 14 Off-street Parking and Loading Standards and Access Design*.
- D. Landscaping and tree replacement as may be required in accordance with *Article 15 Landscape Standards*.

General Provisions

Site Plan Review

Special Land Use





feet from any side or rear lot line and may:

1. encroach into the required front yard setback not more than eight feet;
2. encroach into the minimum rear yard setback not more than 20 feet provided that such distance shall not exceed 50% of the depth of the rear yard; and
3. be covered with an open-type canopy or sunscreen not to exceed 50% of the area of the deck, patio, terrace or porch.

2

General Provisions

Packet Pg. 17

Section 35-42 Exceptions to Height Limit

No building shall be erected, converted, enlarged, reconstructed, or structurally altered to exceed the height limit hereinafter established for the district in which the building is located, except that roof structures for the housing of elevators, stairways, tanks, ventilating fans, HVAC units, or similar mechanical equipment required to operate and maintain a building and fire, or parapet walls, skylights, towers, steeples, flagpoles, chimneys, smokestacks, individual domestic television, and radio antennas, satellite dishes a meter or less in diameter or similar structures may be erected above the height limits herein prescribed. These structures may exceed the height limit of the district in which they are located by no more than 12 feet; except that parapet walls may be no more than 6 feet above the height requirement of the district. Such structure(s) shall not have a total area greater than 10% of the roof area of the building; nor shall such structure be used for a residential, commercial or industrial purpose other than a use incidental to the principal use of the building.

Section 35-43 Accessory Buildings and Structures – In General

- A. Accessory buildings and structures are permitted only in connection with and incidental to a principal building or structure that is permitted in the particular zoning district. No accessory building or structure may be placed on a lot without a principal building or structure.
- B. No accessory building or structure shall be occupied or utilized unless the principal structure to which it is accessory is occupied or utilized.
- C. An accessory building or structure must be in the same zoning district as the principal building or structure on a lot.
- D. Where the accessory building or structure is structurally attached to a principal building or structure, it shall be subject to all the regulations of this chapter applicable to principal buildings and structures except as otherwise noted in this article.
- E. Accessory buildings and structures shall not be occupied for dwelling purposes.
- F. Accessory buildings and structures shall not be permitted in any front yard.
- G. Accessory buildings and structures shall not be located closer than three feet from any side or rear lot line. Buildings located within five feet of any property line must provide proper fire-resistant exterior walls as required by the 2006 Michigan Residential Code, as amended.
- H. All accessory buildings and structures combined shall cover no more than 35% of the required rear yard.
- I. The maximum cumulative square footage of all accessory buildings and structures shall be as follows unless otherwise noted:



1. On lots up to two acres in size, the cumulative square footage of all detached accessory buildings and structures shall not exceed one-half the occupiable square footage of the principal building. Occupiable square footage shall be defined as all living areas excluding a basement or garage.
 2. On lots over two acres in size, the cumulative square footage of the detached accessory buildings and structures shall not exceed two times the occupiable square footage of the principle building.
- J. No more than two detached accessory buildings shall be permitted on any lot in a residential district.
- K. The maximum building height of any detached accessory building shall be 15 feet, in accordance with *Article 21 Definitions, Building Height*.
- L. The design and building materials of any accessory building shall be consistent with the character of the principal building on the property as determined by the planning commission, city council or building official.

Section 35-44 Accessory Buildings and Structures – Residential Districts

- A. No accessory building or structure shall be erected in any yard with public street right-of-way frontage, including all such sides of a corner lot unless otherwise noted.
- B. No accessory building or structure shall be erected in any required front or side yard unless otherwise noted.

Section 35-45 Pedestrian Walkways

A. Walkways from the Sidewalk to Building Entrances

1. A continuous pedestrian walkway shall be provided from any adjacent street sidewalk to building entrances.
2. The walkways shall be a minimum of five (5) feet wide.
3. The walkways shall be lighted for safe use in the evening, as applicable.
4. The walkways shall be distinguished from the parking and driving areas. This may be accomplished with a raised speed table or with the use of any following materials: special pavers, bricks, scored/stamped concrete, landscaping, or bollards. Other materials may be used if they are appropriate to and harmonious with the overall design of the site and building as determined by the approving body (city council, planning commission, or building official, as appropriate).
5. Internal walkways shall incorporate a mix of landscaping, benches, drop-off bays and bicycle facilities for at least 50% of the length of the walkway.
6. Walkways shall be connected to adjacent sites wherever practicable.

B. Walkways from Parking Areas, or other Public Spaces to Building Entrances

1. Internal pedestrian walkways shall be provided to the building(s) from internal parking areas, or other on-site or nearby public spaces such as transit stops or public gathering area.
2. The walkways shall be a minimum of five (5) feet wide.
3. The walkways shall be lighted for safe use in the evening, as applicable.
4. The walkways shall be distinguished from the parking and driving areas. This may

General Provisions

Site Plan Review

Special Land Use





CITY OF FARMINGTON

For office use only

Date Filed: _____
 Rec Paid: _____

Site Plan Application

1. Project Name Chatham Hills Apartments
2. Location of Property
 Address 36135 GRAND RIVER AVE.
 Cross Streets Grand River & Halsted
 Tax ID Number 34-668 1000

3. Identification

Applicant BURTON CAROL MANAGEMENT, LLC
 Address 18777 W 10 MILE RD.
 City/State/Zip SOUTHFIELD MI 48075
 Phone 248 569 8880 Fax 248 569 0255
 Interest in the Property (e.g. fee simple, land option, etc.)
 Property Owner Other (Specify) MANAGEMENT Agent

Property Owner WBR Chatham LLC, RRR Chatham LLC
 Address 18777 W. 10 mile Rd
 City/State/Zip SOUTHFIELD MI 48075
 Phone 248 569 8880 Fax 248 569 0255

Preparer of Site Plan GAV ASSOCIATES, INC.
 Address 24001 Orchard Lake Rd. Suite 180A
 City/State/Zip FARMINGTON MI 48336
 Phone 248 985-9101 Fax _____

4. Property Information

Total Acres N/A
 Lot Width N/A Lot Depth N/A
 Zoning District R3
 Zoning District of Adjacent Properties to the
 North N/A South N/A East N/A West N/A

5. Use

Current Use of Property APARTMENTS AND COMMUNITY BUILDING
 Proposed Use

G Residential	Number of Units	_____
G Office	Gross Floor Area	_____
G Commercial	Gross Floor Area	_____
G Industrial	Gross Floor Area	_____
G Institutional	Gross Floor Area	_____
G Other <u>COMM. BLDG.</u>	Gross Floor Area	<u>3,120</u>

Proposed Number of Employees N/A

A copy of the complete legal description of the property and proof of property ownership should accompany this application.

I, DAN SMUK (applicant), do hereby swear that the above statements are true.

[Signature] 6-9-15
 Signature of Applicant Date

[Signature] 6-9-15
 Signature of Property Owner Agent for Owner Date

I, Joseph Kincaid (property owner), hereby give permission for City of Farmington officials, staff, and consultants to go on the property for which the above referenced site plan is proposed for purposes of verifying information provided on the submitted application.

City Action

Approved/Denied: _____
 Date: _____
 By: _____
 Conditions of Approval: _____



CITY OF FARMINGTON

Site Plan Review Checklist

a. Site Plan Descriptive and Identification Data	Provided	Not Provided
--	----------	--------------

Site plans shall consist of an overall plan for the entire development, drawn to an engineer's scale of not less than 1 inch = 50 feet for property less than three acres, or one inch = 100 feet for property 3 acres or more in size

N/A

Sheet size shall be at least 24 x 36 inches

✓

If a large development is shown in sections on multiple sheets, then one overall composite sheet shall be included

N/A

Title block with sheet number/title; name, address and telephone number of the applicant and firm or individual who prepared the plans; and date(s) of submission and any revisions (month, day, year)

✓
✓

Scale and north-point

Location map drawn to a separate scale with north-point, showing surrounding land uses, water features and streets within a quarter mile

✓

"Not to be Used as Construction Drawings" must be noted on the site plan

✓

Legal and common description of property

Identification and seal of registered or licensed architect, civil engineer, land surveyor, landscape architect or community planner who prepared drawings

✓

Zoning classification of petitioner's parcel and all abutting parcels

Proximity to section corner and major thoroughfares

Net acreage (minus rights-of-way) and total acreage

b. Site Data	Provided	Not Provided
--------------	----------	--------------

Existing lot lines, building lines, structures, parking areas and other improvements on the site and within 100 feet of the site

Where grading is proposed, topography on the site and within 100 feet of the site at two-foot contour intervals, referenced to a U.S.G.S. benchmark

<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>

Proposed lot lines, lot dimensions, property lines, setback dimensions, structures and other improvements on the site and within 100 feet of the site

<input checked="" type="checkbox"/>

Location of existing drainage courses, floodplains, rivers and MDEQ regulated wetlands with elevations

<input checked="" type="checkbox"/>

All existing and proposed easements

<input checked="" type="checkbox"/>

Details of exterior lighting including locations, height, fixtures, method of shielding and a photometric grid overlaid on the proposed site plan indicating the overall lighting intensity of the site (in footcandles)

<input checked="" type="checkbox"/>

Location of waste receptacle(s) and mechanical equipment and method of screening

<input checked="" type="checkbox"/>

Location, size, height and lighting of all proposed freestanding and wall signs

<input checked="" type="checkbox"/>

Location, size, height and material of construction for all walls or fences with cross-sections

<input checked="" type="checkbox"/>

Extent of any outdoor sales or display area

<input checked="" type="checkbox"/>

Location, height and outside dimensions of all storage areas and facilities

<input checked="" type="checkbox"/>

c. Access and Circulation

Provided

Not Provided

Dimensions, curve radii and centerlines of existing and proposed access points, roads and road rights-of-way or access easements

<input checked="" type="checkbox"/>	<input type="checkbox"/>
-------------------------------------	--------------------------

Driveways and intersections within 250 feet of site

<input checked="" type="checkbox"/>	<input type="checkbox"/>
-------------------------------------	--------------------------

Cross section details of existing and proposed roads, driveways, parking lots, sidewalks and pathways illustrating materials, width and thickness

<input type="checkbox"/>	<input checked="" type="checkbox"/> N/A
--------------------------	---

Dimensions of acceleration, deceleration and passing lanes

<input type="checkbox"/>	<input checked="" type="checkbox"/> N/A
--------------------------	---

Dimensions of parking spaces, islands, circulation aisles and loading zones

<input type="checkbox"/>	<input checked="" type="checkbox"/> N/A
--------------------------	---

Radii for driveways and parking lot islands

<input type="checkbox"/>	<input checked="" type="checkbox"/> N/A
--------------------------	---

Calculations for required number of parking and loading spaces	_____	N/A
Designation of fire lanes	_____	N/A
Traffic regulatory signs and pavement markings	_____	N/A
Shared parking or access easements, where applicable	_____	N/A

d. Landscape Plans (city reserves the right to require plans be prepared and sealed by a registered landscape architect)	Provided	Not Provided
---	-----------------	---------------------

The general location, type and size of all existing plant material, with an identification of materials to be removed and materials to be preserved	_____	_____
Limits of grading and description of methods to preserve existing landscaping	_____	_____
The location of proposed lawns and landscaped areas	_____	_____
Landscape plan, including location, of all proposed shrubs, trees and other plant material	_____	_____
Planting list for proposed landscape materials with caliper size or height of material, spacing of species, botanical and common names, and quantity	_____	_____
Calculations for required greenbelts, buffer zones, parking lot trees, detention ponds and interior landscaping	_____	_____
Method of installation and proposed dates of plant installation	_____	_____
Landscape maintenance program	_____	_____

e. Building and Structure Details	Provided	Not Provided
--	-----------------	---------------------

Location, height, and outside dimensions of all proposed buildings or structures	✓	_____
Building floor plans and total floor area	✓	_____
Details on accessory structures and any screening	_____	N/A
Building facade elevations for all sides, drawn at an appropriate scale	✓	_____
Method of screening for all ground-, building- and roof-mounted equipment	_____	N/A

Description of exterior building materials including colors (samples or photographs may be required)

f. Information Concerning Utilities, Drainage and Related Issues	Provided	Not Provided
Location of sanitary sewers and septic systems, existing and proposed	<u> </u>	<u>N/A</u>
Location and size of existing and proposed water mains, water service, storm sewers and drains, and fire hydrants	<u> </u>	<u>N/A</u>
Storm water retention and detention ponds, including grading, side slopes, depth, high water elevation, volume and outfalls	<u> </u>	<u>N/A</u>
Location of above and below ground gas, electric and telephone lines, existing and proposed	<u> </u>	<u>N/A</u>
Location of utility boxes	<u> </u>	<u>N/A</u>

g. Additional Information Required for Multiple-family Residential Development	Provided	Not Provided
The number and location of each type of residential unit (one bedroom units, two bedroom units, etc.)	<u> </u>	<u> </u>
Density calculations by type of residential unit (dwelling units per acre)	<u> </u>	<u> </u>
Garage and/or carport locations and details, if proposed	<u> </u>	<u> </u>
Mailbox clusters	<u> </u>	<u> </u>
Location, dimensions, floor plans and elevations of common building(s) (e.g., recreation, laundry, etc.), if applicable	<u> </u>	<u> </u>
Swimming pool fencing detail, including height and type of fence, if applicable	<u> </u>	<u> </u>
Location and size of recreation and open space areas	<u> </u>	<u> </u>
Indication of type of recreation facilities proposed for recreation area	<u> </u>	<u> </u>

h. Miscellaneous	Provided	Not Provided
A general operations plan including description of the nature of the proposed use or activity, noise impacts, hours of operation, the number or employees, etc	<u> </u>	<u> </u>
Assessment of potential impacts from the use, processing, or movement of hazardous materials or chemicals, if applicable	<u> </u>	<u> </u>

For additions and expansions, a clear distinction between existing buildings, structures and impervious surface areas and any proposed development must be made

Any additional graphics or written materials requested by the planning commission to assist in determining the compliance with site plan or special land use standards, such as but not limited to: aerial photography; cross-sections which illustrate impacts on views and relationship to adjacent land uses; photographs; traffic impact studies and parking demand studies; and environmental impact studies; such information shall be prepared by a qualified individual or firm with experience in the specific discipline

LIBER 36733 PAGE 519

341045
LIBER 36733 PAGE 519
\$19.00 DEED - COMBINED
\$4.00 REINUMENTATION
12/07/2005 03:58:22 P.M. RECEIPT# 137078

PAID RECORDED - OAKLAND COUNTY
RUTH JOHNSON, CLERK/REGISTER OF DEEDS

4.1.d

Packet Pg. 26

OAKLAND COUNTY TREASURER CERTIFICATE
I HEREBY CERTIFY that there are no TAX LIENS or TITLES held by the state or any individual against the within description and all TAXES on state are paid for five years previous to the date of this instrument as appears by the records in the office except as noted.

MM

NOV 08 2005

PATRICK M. DOHANY, County Treasurer
1.00 Sec. 135, Act 206, 1893 as amended

025323

WARRANTY DEED

The Grantor, **Chatham Hills Apartments**, a Michigan Co-Partnership (the "Grantor"), whose address is 24500 Chagrin Boulevard, Suite 200, Beachwood, Ohio 44122 who claims title by or through the instrument recorded in Oakland County Recorder's Office, does hereby convey and warrant to **WBR Chatham LLC**, as to an undivided Fifty Percent (50%) interest (the "Grantee") whose address is 24500 Chagrin Boulevard, Suite 200, Beachwood, Ohio 44122 in and of the following described premises situated in the City of Farmington, County of Oakland, State of Michigan:

See Exhibit A attached hereto

Parcel Nos. 23-29-126-001
23-29-202-010

Commonly known as 36135 Grand River Farmington, Michigan 48335

for Ten and 00/100 Dollars (\$10.00) consideration, received to the full satisfaction of Grantee, and exempt under M.C.L.A. Section 207.505(a) and exempt under M.C.L.A. Section 207.526(a), and subject to taxes and assessments, both general and special, zoning ordinances and easements, restrictions, reservations, conditions and other matters of record.

This property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

Grantor grants to Grantee the right to make all divisions under Section 108 of the Michigan Land Division Act No. 288 of the Public Acts of 1967, as amended.

Dated this 21st day of October, 2005

Signed in the presence of: **Chatham Hills Apartments**, a Michigan Co-Partnership

RECEIVED
DEC 07 2005
Ruth Johnson Register of Deeds
Oakland County, MI

RECEIVED
NOV 09 2005
Ruth Johnson Register of Deeds
Oakland County, MI

RECEIVED
NOV 21 2005
Ruth Johnson Register of Deeds
Oakland County, MI

Dawn Manuelle
(Signature of Witness 1)
Dawn Manuelle
(Print Name of Witness 1)

By: [Signature]
Robert G. Risman, Trustee under 10/29/87 Declaration of Trust of William B. Risman, as amended, Manager

4P
R
E
FNC

O.K. - LG

LIBER-001055 PAGE 20

4.1.d

Packet Pg. 27

Lynne Varney
(Signature of Witness 2)
Lynne Varney
(Print Name of Witness 2)

R.R. Risman Philanthropic Investment Co., LLC
an Ohio limited liability company, Partner

By: Robert R. Risman
Robert R. Risman, Manager

THE STATE OF OHIO)
)
) SS:
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State, personally appeared **Chatham Hills Apartments**, a Michigan Co-Partnership by its Partners WBMC Properties LLC by Robert G. Risman, Trustee Under 10/29/87 Declaration of Trust of William B. Risman, as Amended, its Manager, and R.R. Risman Philanthropic Investment Co., LLC by Robert R. Risman, its Manager who acknowledged that they did sign the foregoing instrument as their voluntary act and deed individually and in the capacity therein shown.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal at Beachwood, Ohio, this 21st day of October, 2005.

Dawn Manuelle
Notary Public

THIS INSTRUMENT WAS PREPARED BY:
Roger A. Katz, Esq.
24500 Chagrin Boulevard
Suite 200
Beachwood, Ohio 44122
(216) 464-5130



DAWN MANUELLE, Notary Public
In and for the State of Ohio
My Commission Expires Nov. 24, 2007

WHEN RECORDED RETURN TO: PICK-UP
~~Fidelity National Title Insurance Company~~
~~29533 Woodward Avenue, Ste. 330~~
~~Bloomfield Hills, MI 48304~~ File No. 05-DET-0413

EXHIBIT "A"
LEGAL DESCRIPTION

(PARCEL A): ~~Part of the North ¼ of Section 29, Town 1 North, Range 9 East, described as beginning at a point on the North line of Section 29, said point being North 87 degrees 59 minutes 26 seconds West 717.81 feet from the North ¼ corner of Section 29, Town 1 North, Range 9 East; thence along the centerline of Brittany Hill Drive (as platted) South 02 degrees 00 minutes 34 seconds West 299.06 feet and 198.97 feet along the arc of a curve concave to the West, said curve having a radius of 505.85 feet, a central angle of 22 degrees 32 minutes 10 seconds, and whose chord bears South 13 degrees 16 minutes 39 seconds West 197.69 feet; thence along the North line of Chatham Hills Subdivision, Liber 119, Pages 28, 29, and 30, North 71 degrees 29 minutes 26 seconds West 571.53 feet; thence North 01 degrees 42 minutes 39 seconds East 330.62 feet; thence along the North line of Section 29, South 87 degrees 59 minutes 26 seconds East 588.34 feet to the point of beginning, subject to the rights of the public in the North 50.0 feet for Grand River Road and EXCEPTING therefrom Brittany Hill Drive (as platted in Chatham Hills Subdivision, Liber 119, pages 28, 29, and 30, Oakland County Records).~~

ALSO EXCEPTING therefrom a parcel of land described as: Beginning at a point on the South line of Grand River Avenue, located North 87 degrees 59 minutes 26 seconds West, measured along the North line of said Section 29, 959.31 feet and South 02 degrees 00 minutes 34 seconds West 50.0 feet from the North ¼ corner of said Section 29; thence South 02 degrees 00 minutes 34 seconds West 59.50 feet; thence South 42 degrees 59 minutes 26 seconds East 21.92 feet; thence South 02 degrees 00 minutes 34 seconds West 35.0 feet; thence North 87 degrees 59 minutes 26 seconds West 118.0 feet; thence North 02 degrees 00 minutes 34 seconds East 35.0 feet; thence North 47 degrees 00 minutes 34 seconds East 21.92 feet; thence North 02 degrees 00 minutes 34 seconds East 59.50 feet to the Southerly line of Grand River Avenue; thence South 87 degrees 59 minutes 26 seconds East along said line, 87.0 feet to the point of beginning.

Tax Id: 23-29-126-001

(PARCEL B): Part of the North ¼ of Section 29, Town 1 North, Range 9 East, described as beginning at the North ¼ corner of Section 29, Town 1 North, Range 9 East; thence along the North line of Section 29, North 87 degrees 59 minutes 26 seconds West 717.81 feet; thence along the centerline of Brittany Hill Drive (as platted) South 02 degrees 00 minutes 34 seconds West 299.06 feet and 198.97 feet along the arc of a curve concave to the West, said curve having a radius of 505.85 feet, a central angle of 22 degrees 32 minutes 10 seconds and whose chord bears South 13 degrees 16 minutes 39 seconds West 197.69 feet; thence along the North line of Chatham Hills Subdivision, as recorded in Liber 119, Pages 28, 29, and 30, South 71 degrees 29 minutes 26 seconds East 473.42 feet; thence North 83 degrees 30 minutes 34 seconds East 1364.13 feet; thence North 25 degrees 29 minutes 26 seconds West 480.0 feet; thence along the North line of Section 29, North 87 degrees 59 minutes 26 seconds West 825.0 feet to the point of beginning, subject to the rights of the public in the North 50.0 feet for Grand River Road and EXCEPTING therefrom that part lying within Brittany Hill Drive (as platted in Chatham Hills Subdivision, Liber 119, Pages 28, 29, and 30, Oakland County Records).

ALSO EXCEPTING a parcel described as: Beginning at a point on the South line of Grand River Avenue, located South 01 degrees 11 minutes 14 seconds West 50.01 feet and South 87 degrees 59 minutes 26 seconds East, parallel to the North line of said Section 29, 224.34 feet from the North ¼ corner of said Section 29; thence South 87 degrees 59 minutes 26 seconds East 84.0 feet; thence South 02 degrees 00 minutes 34 seconds West 266.0 feet; thence North 87 degrees 59 minutes 26 seconds West 84.0 feet; thence North 02 degrees 00 minutes 34 seconds East 266.0 feet to the point of beginning.

EXHIBIT "A"
LEGAL DESCRIPTION
(CONTINUED)

ALSO EXCEPTING a parcel described as: A strip of land 36 feet in perpendicular width, the centerline of which is described as follows: Beginning at a point on the South right-of-way line of Grand River Avenue, located South 01 degrees 11 minutes 14 seconds West 50.01 feet and North 87 degrees 59 minutes 26 seconds West 373.53 feet from the North ¼ corner of said Section 29; thence South 02 degrees 00 minutes 34 seconds West 274.0 feet; thence along a curve to the left, radius of 50.0 feet, whose long chord bears South 42 degrees 59 minutes 26 seconds East 70.70 feet, a distance of 78.54 feet; thence South 87 degrees 59 minutes 26 seconds East 74.82 feet; thence along a curve to the left, radius of 200.0 feet, whose long chord bears North 83 degrees 42 minutes 31 seconds East 57.75 feet, a distance of 57.95 feet; thence North 75 degrees 24 minutes 29 seconds East, survey says 143.48 feet, drawing shows and scales out to 143.48 feet; thence along a curve to the right, radius of 208.0 feet, whose long chord bears North 83 degrees 42 minutes 31 seconds East 60.06 feet, a distance of 60.26 feet; thence South 87 degrees 59 minutes 26 seconds East 260.99 feet; thence along a curve to the right, radius of 74.67 feet, whose long chord bears South 72 degrees 59 minutes 43 seconds East 38.64 feet, a distance of 39.08 feet; thence South 58 degrees 00 minutes East 56.22 feet; thence along a curve to the left, radius of 100.0 feet, whose long chord bears South 72 degrees 05 minutes 43 seconds East 51.75 feet, a distance of 52.34 feet; thence South 87 degrees 59 minutes 26 seconds East 136.33 feet; thence along a curve to the left, radius of 190.0 feet, whose long chord bears North 83 degrees 15 minutes 34 seconds East 57.82 feet, a distance of 58.03 feet; thence along a curve to the left, radius of 240.0 feet, whose long chord bears North 59 degrees 15 minutes 34 seconds East 125.26 feet, a distance of 127.75 feet; thence along a curve to the left, radius of 90.0 feet, whose long chord bears North 23 degrees 00 minutes 34 seconds East 64.50 feet, distance of 65.97 feet to the point of ending of said strip of land, said point of ending being located South 01 degrees 11 minutes 14 seconds West 50.01 feet and South 87 degrees 59 minutes 26 seconds East, measured along the South right of way line of Grand River Avenue, 725.12 feet and South 02 degrees 00 minutes 34 seconds West 180.17 feet from the North ¼ corner of said Section 29.

Tax Id: 23-29-202-010

BURTON CAROL MANAGEMENT
MANAGEMENT AGREEMENT FOR CHATHAM HILLS APARTMENTS

This Agreement ("Agreement") is made this 23 day of February, 2012, by and between WBR Chatham, LLC and RRR Chatham, LLC, as Tenants in Common (the "Owner") and Burton Carol Management, LLC (the "Agent").

SECTION 1. APPOINTMENT OF MANAGING AGENT

- 1.1 APPOINTMENT AND ACCEPTANCE. Owner hereby appoints Agent as sole and exclusive Agent of Owner to lease and manage the property described in Section 1.2 upon the terms and conditions provided herein. Agent accepts the appointment and agrees to furnish the services of its organization for the leasing and management of the Premises (as hereinafter defined); and Owner agrees to pay the expenses in connection with those services as provided herein.
- 1.2 DESCRIPTION OF PREMISES. The property to be managed by Agent under this Agreement (the "Premises") is known as Chatham Hills Apartments located at 36135 Grand River, Farmington, Michigan 48335 consisting of the land, buildings and other improvements described as 384 apartment units.
- 1.3 INITIAL TERM AND RENEWALS. The Term of this Agreement shall be for an initial period of two (2) years (the "Initial Term") from the first day of January, 2010, to and including the 31st day of December, 2011, and thereafter shall be automatically renewed for a term of one (1) year (each a "Renewal Term") unless terminated as provided in Section 21 in this Agreement.
- 1.4 MANAGEMENT AND/OR RENTAL OFFICE(S). Owner shall provide adequate space on the Premises reasonably necessary for a management and/or rental office. Owner shall pay all reasonable expenses related to such office(s), including, but not limited to, furnishings, equipment, postage and office supplies, electricity and other utilities, and telephone.
- 1.5 APARTMENT(S) FOR ON-SITE PURPOSES. To the extent reasonably necessary and approved by Owner, Owner shall provide a suitable apartment or apartments on the Premises for the use of the Agent for reasonable storage and other reasonably necessary purposes in connection with Agent's management of the Premises, and for living quarters for on-site staff and their families, upon such terms as are customary for Agent in the conduct of its business. The specific apartment(s) shall be the Agent's choice and may be approved by Owner. Agent will provide Owner with a list of all apartments not regularly made available to rent due to their use by management or the on-site staff, as well as the reason for said use and the terms of any financial arrangements for the apartments upon the request of Owner. On-site staff may receive a reduced rental amount as part of their compensation package.

SECTION 2. BANK ACCOUNTS

The various bank accounts established under this Agreement shall at all times be established in Agent's name for the benefit of Owner and under Agent's control. Agent's designees shall be the only parties authorized to draw upon such accounts. Owner shall be responsible for all bank charges and account fees that may be assessed by the bank or depository.

- 2.1 OPERATING ACCOUNT. Agent has established an operating account known as the Burton Carol Management, LLC Operating Account fbo the Premises (the "Operating Account"), in a bank or other institution, for the deposit of receipts collected and the payment of the obligations, as described herein. Such depository shall be selected by the Agent, but approved by the Owner. However, Agent shall not be held liable in the event of bankruptcy or failure of such depository. Owner's funds in the Operating Account remain the property of Owner subject to disbursement of expenses by Agent as described in this Agreement. Agent shall be entitled to maintain in the Operating Account an amount of Owner's funds equal to at least one month's gross potential rental income (per the current rent roll for the Premises) less the sum of one month's real estate tax reserve and insurance reserve requirements as set forth below in Section 2.3 concerning the Escrow Account plus the amount held for security deposits, if said amount is not held in a separate interest bearing account as provided by law and further detailed below. Agent shall not combine or commingle in the Operating Account funds of other owners and of Agent. Owner shall be entitled to interest on its funds in the Operating Account, provided, however, Agent shall have no duty to invest such funds other than as directed by Owners. Unless directed otherwise by Owner, Agent, in its reasonable discretion with Owner's approval, shall either invest the funds in the Operating Account in an interest bearing account on behalf of the Owner and/or use said funds to reduce or eliminate bank account fees that would otherwise be charged to the Owner, based on Agent's reasonable determination as to which would be in the best interest of Owner. The Operating Account funds may be invested in instruments insured by an agency of the federal government and any interest earned thereon shall belong to Agent. If, as a result of Owner approved Management Plans or unforeseen or unanticipated circumstances, a cash flow deficit can be anticipated in the next budgeted month of operations, then prior to the commencement of the next budgeted month, Owner agrees to remit to Agent sufficient funds to cover the anticipated deficiency and fully fund the Operating Account. In the event that funds in the Operating Account become insufficient to cover all operating expenditures and escrows, Owner agrees, within five (5) days of notice thereof, to remit to Agent sufficient funds to cover the deficiency and replenish the Operating Account.
- 2.2 SAVINGS ACCOUNT. Agent has established a savings account known as the Burton Carol Management, LLC Savings Account fbo the Premises (the "Savings Account") in a bank or other institution selected by the Agent, but approved by Owner. The purpose of the Savings Account is to accumulate funds from the Premises needed to pay for extraordinary expenditures deemed reasonably necessary by Agent and approved by Owner. Owner's funds in the Savings Account remain the property of Owner subject to disbursement for expenditures by Agent as authorized in this Agreement. Agent shall not combine or commingle in the Savings Account funds of other owners or of Agent. Owner shall be entitled to interest on its funds while in the Savings Account. Agent shall have full authority to invest the Savings Account funds in an FDIC insured bank or other reputable financial institution of its choice as long as same is approved by Owner. Unless directed otherwise by

Owner, Agent, at its reasonable discretion, with Owner's approval, shall either invest the funds in the Savings Account in an interest bearing account on behalf of the Owner and/or use said funds to reduce or eliminate bank account fees that would otherwise be charged to the Owner based on Agent's reasonable determination as to which would be in the best interest of the Owner. Agent shall not, however, be held liable in the event of bankruptcy or failure of such depository.

- 2.3 **ESCROW ACCOUNT.** Agent has established an account known as the Burton Carol Management , LLC Escrow Account fbo the Premises (the "Escrow Account") in a bank or other institution. Such depository shall be selected by the Agent, but approved by Owner. However, Agent shall not be held liable in the event of bankruptcy or failure of such depository. The purpose of the Escrow Account is to accumulate funds from the Premises for the periodic payment of real estate taxes and property insurance which are not being escrowed by the holder of the first mortgage encumbering the Premises. As such, Agent shall make monthly deposits from the Operating Account of one-twelfth (1/12th) of the amount necessary to pay annual real estate taxes and annual property insurance, unless such amounts are paid to and escrowed by Owner's mortgage lender, if any. Owner's funds in the Escrow Account shall remain the property of Owner subject to disbursement for payment of real estate taxes and insurance premiums by Agent as described in this Agreement. Agent shall not combine or commingle in the Escrow Account funds of other owners and of Agent. Owner shall be entitled to interest on its funds in the Escrow Account; provided however Agent shall have no duty to invest such funds except as directed by Owner. Any interest earned thereupon shall belong to Owner provided any investment shall be in a FDIC insured bank or other reputable financial institution. Unless directed otherwise by Owner, Agent, at its reasonable discretion, with Owner's approval, shall either invest the funds in the Escrow Account in an interest bearing account on behalf of the Owner and/or use said funds to reduce or eliminate bank account fees that would otherwise be charged to the Owner based on Agent's reasonable determination as to which would be in the best interest of the Owner.
- 2.4 **SECURITY DEPOSIT ACCOUNT.** Agent shall maintain and administer any necessary account and records for tenant security deposits in accordance with Section 3.2, below. Unless otherwise required by law, Agent shall not establish a separate Security Deposit Account, but shall maintain said security deposit funds in the Operating Account, subject to full and complete accountability for all security deposit funds.

SECTION 3. COLLECTION OF RENTS AND OTHER RECEIPTS

- 3.1 **AGENT'S AUTHORITY.** Agent shall collect (and give written receipts with respect thereto, if necessary) all rents, charges and other amounts due Owner in connection with the operation of the Premises. Such collections (except tenants' security deposits to be handled as specified in Sections 2.4 and 3.2 hereof) shall, subject to the covenants of Owner's mortgage loan, be deposited in the Operating Account.
- 3.2 **SECURITY DEPOSITS.** Agent shall collect, deposit, and disburse tenant security deposits in accordance with the terms of each tenant's lease, and in compliance with all applicable state and local laws concerning the administration of security deposits and interest earned thereon, if any. Agent shall establish and maintain a separate Security Deposit Account and pay tenants interest upon such

security deposits only if required by law to do so. When Agent deems appropriate, Agent may offset resident charges with forfeited security deposit amounts and disburse any surplus security deposits from the Operating Account.

SECTION 4. DISBURSEMENTS FROM OPERATING ACCOUNT

- 4.1 OPERATING EXPENSES. Agent is hereby authorized to pay itself from the Owner's funds in the Operating Account, for all reasonable expenses and costs of operating and maintaining the Premises, including without limitation, expenditures for all operating costs, maintenance, capital expenditures, debt service, license and permit fees, bank account fees, advertising and marketing expenses, legal, accounting, engineering and other professional and consulting fees, accounts payable to independent contractors, on-site computer hardware and monthly computer software fees, real estate taxes and insurance (if applicable, through the Escrow Account), monthly or recurring payments, and all other items and sums due Agent under this Agreement, including Agent's compensation under Section 17 (the "Operating Expenses"). Agent is hereby authorized to reimburse itself for the above-described expenses, either when explicitly authorized under Section 2 or elsewhere in this Agreement, or in the event that funds maintained in the Operating Account are insufficient to pay the obligations of the Premises as set forth in this Section 4.1.
- 4.2 AGENT'S COST TO BE REIMBURSED. Owner agrees to reimburse Agent for all costs incurred in managing and leasing the Premises in accordance with the terms of this Agreement. Agent's reimbursement may be paid to itself by Agent, on behalf of Owner, at the end of each calendar month, from the Operating Account. Provided that such action is in the best interests of the Owner, and as reasonably necessary, Agent may utilize the services of a contracting company known as Burton Carol Management Facilities, LLC ("BCMF"), an affiliate of Agent, on properties (including the Premises) managed by Agent. The current hourly rate for BCMF personnel that work on the properties, including the Premises managed by Agent is \$55.00 per hour. There shall be no other charges made to the Premises for work performed by BCMF personnel other than the current hourly rate and the actual cost of any parts, supplies or materials used on the job performed by the BCMF personnel. The hourly rate charged to the Premises for the BCMF personnel shall be competitive with comparable service providers in the market place, and at the same rates as charged to the other properties managed by BCM. Agent shall provide detailed information as to such charges as part of its monthly report to Owner.
- 4.3 NET PROCEEDS. To the extent that funds are available after all disbursements with respect to the Premises, as set forth in Section 4.1, Agent shall distribute and transmit cash balances to Owner in January and July of each year or at such times as agreed upon between Owner and Agent.

SECTION 5. AGENT NOT REQUIRED TO ADVANCE FUNDS

In the event that Owner's balance in the Operating Account is at any time insufficient to pay the obligations of the Premises as set forth in Section 4.1, Owner shall, immediately upon notice, remit to Agent sufficient funds to cover any such deficiency. Agent shall not be required to advance any monies on behalf of Owner, however, if Agent elects (but without obligating Agent to do so) to advance any money in connection with the Premises, such advance shall be considered a loan subject to repayment with interest, and Owner hereby agrees to reimburse

Agent on demand, including interest as provided in Section 17.3, and Owner hereby authorizes Agent to pay such amounts from the Operating Account.

SECTION 6. FINANCIAL AND OTHER REPORTS

- 6.1 PROPOSED MANAGEMENT PLANS. Agent shall prepare and submit to Owner a proposed "Management Plan" and "Operating Budget" for the promotion, operation, and repair and maintenance of the Property for the current calendar year. Subsequent year proposed Management Plans shall be submitted to Owner forty-five (45) days prior to the beginning of each calendar year. Owner will review the subsequent year proposed Management Plans and will consult with the Manager prior to the commencement of each forthcoming calendar year in order to agree on an "Approved Operating Budget." All Management Plans submitted to Owner for review will be considered "Accepted and Approved" if there has been no response from Owner within thirty (30) days from the date they were submitted. Agent may seek to modify the Management Plan and Operating Budget with Owner's approval within the first forty-five (45) days of the subsequent year after having the benefit of reviewing the property financial reports for the prior full calendar year. Agent shall make every reasonable effort to insure that the actual costs of maintaining and operating the Premises shall not materially exceed the amounts set forth in the Approved Operating Budget with exceptions being emergency repairs and unanticipated capital improvement issues that shall be communicated to Owner at the time they occur. Any material year-to-date budget variations will be explained to Owner each month.
- 6.2 FINANCIAL REPORTS. Agent shall make every reasonable effort by the 20th day of each month to furnish Owner with a summary statement of receipts and disbursements (the "Cash Flow Statement") from the operation of the Premises for the prior month and year to date through the prior month, as well as a "Cash on Hand" report that details the balances held in the bank accounts provided in Section 2 herein. In addition, Agent shall, schedule, prepare and submit such other reports as the parties may mutually agree. Each month Agent shall send copies of the agreed upon financial reports to the individual(s) address shown below, subject to Owner's written notification to Agent of any change of address. Agent may transmit said reports to Owner electronically if agreed to by Owner.

Robert R. Risman
 BEK Developers, LLC
 24500 Chagrin Boulevard, Suite #100
 Beachwood, Ohio 44122
 E-mail: bob@bekdevelopers.com

Copy to: Jon J. Pinney, Esq.
 Kohrman Jackson & Krantz PLL
 One Cleveland Center - 20th Floor
 1375 East Ninth Street
 Cleveland, Ohio 44114-1793
 E-mail: jjp@kjk.com

Copy to: Jim Kerr
 BEK Developers, LLC
 24500 Chagrin Boulevard, Suite #100
 Beachwood, Ohio 44122
 E-mail: jkerr@bekdevelopers.com

- 6.3 OWNERS'S RIGHT TO AUDIT. Owner shall have the right, at its own expense, to audit applicable accounts managed by Agent. All audits shall take place at Agent's corporate offices upon reasonable prior written notice, and during normal business hours.

SECTION 7. ADVERTISING

Agent is authorized to advertise the Premises for rent, using periodicals, signs, Internet, plans, brochures, or displays, or such other means as Agent may reasonably deem proper and advisable. Agent is authorized to place signs on the Premises advertising the Premises for rent, provided such signs comply with applicable laws. All advertising costs shall be paid from Owner's funds maintained in the Operating Account. When practicable, the cost of advertising on a cooperative basis with other properties managed by the Agent, shall be equitably prorated based on usage, as determined by Agent within its reasonable discretion.

SECTION 8. LEASING AND RENTING

- 8.1 AGENT'S AUTHORITY TO LEASE PREMISES. Agent shall use all reasonable efforts to keep the Premises rented by procuring tenants. Agent is authorized to negotiate, prepare, and execute all leases, including all renewals and extensions of leases and to cancel and modify existing leases. Agent shall execute all leases as agent for the Owner. At Agent's reasonable discretion, Owner's on-site leasing consultants may be specially compensated for leasing services on an incentive or performance basis. Upon request from Owner, Agent shall provide Owner with a summary of the current leasing incentive plan being implemented on Owner's property. Owner agrees to pay its proportionate share of Agent's out-of-pocket expenses and costs for third party training and marketing seminars and classes attended by Owner's staff serving the Premises. No lease shall be in excess of two (2) years without the prior written approval of Owner. All leases shall be prepared on Agent's standard lease form, which Agent may revise periodically, as circumstances may require.
- 8.2 EXCLUSIVE AGENT. During the term of this Agreement, Owner shall not authorize any other person, firm, or corporation to negotiate or act as leasing or rental agent with respect to the Premises.
- 8.3 RENTAL RATES. Agent is authorized to establish and change or revise all rents, fees, or deposits, and any other charges with respect to the Premises.
- 8.4 ENFORCEMENT OF LEASES. Agent is authorized to institute, in Owner's name, all legal actions or proceedings for the enforcement of any lease term, for the collection of rent or other income from the Premises, or for the evicting or dispossessing of tenants or other persons from the Premises. Agent is authorized to sign and serve such notices as Agent deems necessary for lease enforcement, including the collection of rent or other income. Agent is authorized, when expedient, to settle, compromise, and release such legal action or suits or reinstate such tenancies. Attorneys' fees, filing fees, court

costs, and other necessary expenses incurred in connection with such actions and not recovered from tenants shall be paid out of Owner's funds. Agent may select the attorney of its choice to handle such litigation. Agent may engage counsel on a contingency basis with the attorney of its choice for handling collection matters.

SECTION 9: PERSONNEL AND SERVICES

9.1 AGENT'S AUTHORITY. Owner hereby authorizes Agent to hire, or otherwise obtain and to supervise, discharge, and provide for payment out of Owner's funds for all on-site staff, personnel, repair and maintenance services, and contractors necessary to the management, maintenance, and operation of the Premises. All such employees shall be deemed employees of the Owner or the respective contractor, and Agent shall not be liable to Owner or others for any act or omission on the part of such persons.

9.1.1 Compensation for all personnel (not including a regional property manager position which shall be charged to Agent) who furnish on-site services at more than one premises managed by Agent (such as a maintenance person that is based at one property, but is assigned to cover at another property), shall be either direct charged to the Owner when practicable or otherwise allocated on a pro rata basis as Agent deems appropriate in its reasonable discretion.

9.2 OWNER RESPONSIBLE FOR PERSONNEL EXPENSES. All wages and fringe benefits payable by Agent to or for such personnel described in Section 9.1 above, and all other items associated with administration incident to the compensation of such personnel ("Payroll Administration Expense"), including but not limited to local, state and federal taxes and assessments, Social Security taxes, unemployment insurance, and workers' compensation insurance, and all payroll administration costs, employment insurance administration charges, and payroll service bureau fees, shall be paid by Agent out of the Owner's funds and shall be treated as operating expenses of the Premises. Agent shall not be liable to such persons for such compensation. Such Payroll Administration Expense shall be direct charged to Owner. Agent shall be reimbursed from the Operating Account for all necessary employee expenses and all costs related to pre-employment testing and screening and for all payroll related costs.

9.3 AGENT'S AUTHORITY TO FILE RETURNS. Agent shall, on behalf of Owner, do and perform all acts required of Owner as the employer with respect to the Premises and Owner shall execute and file all tax returns and other reports required under the applicable federal, state, and local laws, regulations, and/or ordinances governing employment, and all other statements and reports pertaining to labor employed in connection with the Premises and under any similar federal or state law now or hereafter in force. Owner hereby authorizes Agent to procure the services of a reputable payroll service company to assist in complying with all employment related recordkeeping and filing requirements. When requested by Agent, Owner shall promptly execute and deliver to Agent all necessary powers of attorney, notices of appointment, and the like, reasonably required by the payroll service company. Owner shall be responsible for all amounts required to be paid under the foregoing laws, and Agent shall pay the same from the Operating (and/or) Savings Account(s).

- 9.4 WORKERS' COMPENSATION INSURANCE. Agent shall arrange, at Owner's expense, for maintaining workers' compensation insurance covering liability of the party in the position of employer pursuant to all applicable workers' compensation laws.
- 9.5 HOLD HARMLESS, LABOR LAWS. Agent shall be responsible for compliance with all applicable state or federal labor laws. In the absence of a final, non-appealable judicial determination of gross negligence and/or willful misconduct on the part of Agent, Owner shall indemnify, defend, and save Agent harmless from all claims, investigations, and suits, or from Owner's actions or failures to act, with respect to any alleged or actual violation of state or federal labor laws. Owner's indemnification obligation with respect to any such violation shall include but not be limited to payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, litigation expenses, and attorneys' fees.

SECTION 10: MAINTENANCE AND REPAIR, EXCEPTIONAL MAINTENANCE EXPENSE

Agent is authorized to make or cause to be made, through persons or parties described in Section 9.1, including contracted services or otherwise, all ordinary repairs and replacements reasonably necessary to maintain and preserve and for the operating efficiency of the Premises, and all alterations required to comply with lease requirements, governmental regulations, or insurance requirements. Agent is also authorized to decorate the Premises and to purchase or rent, on Owner's behalf, all equipment, tools, appliances, materials, supplies, parts, uniforms, and other items (including cost of delivery) necessary for the management, maintenance, or operation of the Premises. Such maintenance and decorating expenses shall be paid out of the Owner's funds. This section applies except where decorating and/or maintenance are at a tenant's expense as stipulated in a lease. Except as expressly provided otherwise herein, the approved Operating Budget shall constitute an authorization for Agent to expend the amounts approved. All capital expenditures or single items of maintenance, alteration, decorating, refurbishing, or repair in excess of \$7,500.00 must be specifically authorized by Owner and shall be awarded on the basis of competitive bidding, by a minimum of two (2) written bids, unless it is impossible or impractical to obtain such bids. In circumstances where Agent reasonably deems it to be an emergency, Agent is hereby authorized to make "Emergency Repairs" at Owner's expense without prior approval. Agent will promptly notify Owner of any such Emergency Repairs. Emergency Repairs are those repairs that are immediately necessary for the preservation and safety of the Premises, or to avoid the suspension of any essential service to the Premises, or to avoid danger to life or property, or to comply with federal, state, or local law.

SECTION 11: CONTRACTS, UTILITIES AND SERVICES

Agent is authorized to enter into agreements in Owner's name or on behalf of Owner as agent, for all reasonably necessary repairs, decorating, maintenance, minor alterations, and utility services. Agent shall, at Owner's expense, make contracts on Owner's behalf for electricity, gas, cable, internet, laundry, telephone, fuel, water, sewer, and such other regular or recurring services as Agent shall deem reasonably necessary or prudent for the operation of the Premises. All contract deposits shall be the Owner's responsibility, and Agent may pay same from Owner's funds.

SECTION 12: RELATIONSHIP OF AGENT TO OWNER

The relationship of the parties to this Agreement shall be that of principal and agent, and all duties to be performed by Agent under this Agreement shall be for and on behalf of Owner, in Owner's name or Agent's name on behalf of Owner, and for Owner's account. In taking any action under this Agreement, Agent shall be acting only as agent for Owner, and nothing in this Agreement shall be construed as creating a partnership, joint venture, or any other relationship between the parties to this Agreement except that of principal and agent, or as requiring Agent to bear any portion of losses arising out of or connected with the ownership or operation of the Premises. Agent shall not at any time be considered a direct employee of Owner. Neither party shall have the power to bind or obligate the other except as expressly set forth in this Agreement, except that Agent is authorized to act with such additional authority and power as may be necessary to carry out the spirit and intent of this Agreement.

SECTION 13: SAVE HARMLESS

In the absence of a final non-appealable judicial determination of gross negligence and/or willful misconduct on the part of Agent, Owner shall indemnify, defend, and save Agent harmless from all loss, damage, cost, expense (including attorneys' fees and costs), liability, or claims for personal injury or property damage incurred or occurring in, on, or about the Premises. Agent shall indemnify and hold Owner harmless from and against all claims, damages and costs (including attorney's fees) arising out of or in connection with acts of Agent that are proved by a final non-appealable judicial determination to have been taken outside of the scope of its employment and was an act of gross negligence and of willful misconduct. The indemnities herein contained shall not apply to any claim with respect to which the indemnified party is covered by insurance, provided that the foregoing exclusion does not invalidate the indemnified party's insurance coverage. Each party shall endeavor to procure from its insurers waivers of subrogation with respect to claims against the other party under policies in which the other party is not a named insured, and shall promptly notify the other party in the event that any such waiver is unobtainable or is obtainable only upon payment of an additional premium. If such waiver is obtainable only upon payment of additional premium, the other party shall have the right at its option to pay such additional premium.

SECTION 14: PROPERTY AND LIABILITY INSURANCE

14.1 **INSURANCE REQUIREMENTS.** Subject to Owner's consent, Agent shall place, obtain and maintain in force during continuance of this Agreement, at Owner's expense, adequate property insurance against physical damage (e.g., fire with extended coverage endorsement, boiler and machinery) and against liability for loss, damage, or injury to property or persons which might arise out of the occupancy, management, operation, or maintenance of the Premises. The amounts and types of insurance shall be acceptable to both Owner and Agent, and any deductible under such insurance policies shall be the Owner's expense. Liability insurance must include a Commercial General Liability Policy and shall have bodily injury and property damage combined single limits of \$1,000,000 each occurrence/\$2,000,000 aggregate. Such liability insurance shall be deemed to be primary coverage over Agent's general liability insurance and must cover claims asserted by reason of alleged wrongful actions, fault or negligence on the part of third parties and independent contractors, including persons employed by or acting on behalf of the Premises and Owner. Agent shall be covered and named as an additional insured on all liability insurance maintained with respect to the Premises.

Liability insurance shall be adequate to protect the interests of both Owner and Agent and in form, substance, and amounts reasonably satisfactory to Agent, and as shall be required under the terms of Owner's mortgage or mortgages encumbering the Premises, if any. Agent shall be entitled to receive certificates evidencing such insurance or duplicate copies of all such policies, as Agent may require. Said policies shall provide that notice of default or cancellation shall be sent to Agent as well as Owner and shall require a minimum of 30 days' prior written notice to Agent before any cancellation of or changes to said policies.

- 14.2 MASTER INSURANCE PROGRAM. Agent maintains a Master Insurance Program that provides property, general liability, equipment, fidelity and umbrella insurance coverage for properties for which Agent has operational responsibility. During the term of this Agreement, Owner may be offered the opportunity, upon terms that are consistent with the terms Agent provides to the most favored clients of Agent, subject to reasonableness of the premium charges to Owner, and being in the best interests of the Owner, to add the Premises to the schedule of property covered by the Master Insurance Program. Participation in the program is at Agent's discretion and is contingent upon Owner's timely payment of premiums.

A property may be deleted from the Master Insurance Program's schedule of covered property at any time, with or without notice, at Agent's discretion. If a property is deleted from the schedule, but Agent retains management and operational responsibilities for the Property, Owner must provide evidence of insurance coverage as described in Section 14.1 of this Agreement.

If this Agreement is terminated pursuant to the terms of Section 21 of this Agreement, and the Premises is included in the schedule of property covered by the Master Insurance Program, insurance coverage provided by the Master Insurance Program will terminate concurrently with the Agreement.

SECTION 15: AGENT ASSUMES NO LIABILITY

Agent assumes no liability whatsoever for any acts or omissions of Owner, its predecessors, or any previous agent or the employees or agents of any of the foregoing. Unless there is a final, non-appealable judicial determination of gross negligence and/or willful misconduct on the part of Agent, Agent assumes no liability for any failure of or default by any tenant in the payment of any rent or other charges due Owner or in the performance of any obligations owed by any tenant to Owner pursuant to any lease or otherwise. Agent assumes no liability for previously unknown violations of environmental or other regulations which may become known during the term of this Agreement unless due to the gross negligence or willful misconduct on the part of the Agent, as aforesaid. Any regulatory violations or hazards discovered by Agent shall be promptly cured by Agent at Owner's expense, to be paid from Owner's funds. Agent assumes no responsibility or liability for the provision of security services or devices used on the Premises.

SECTION 16: OWNER RESPONSIBLE FOR ALL EXPENSES OF LITIGATION AND LEGAL ADVICE

In the absence of a final, non-appealable judicial determination of gross negligence and/or willful misconduct on the part of Agent, Owner shall indemnify, defend, and save Agent harmless from all loss, cost, expense, claims, investigations, and suits arising from Owner's actions or failures to act, with respect to any claim, proceeding, or

suit with respect to the Premises involving an alleged violation by Agent or Owner, or both, of any law pertaining to the Premises including but not limited to fair employment, fair credit reporting, environmental protection, rent control, taxes, fair housing, discrimination on the basis of race, sex, creed, color, religion, national origin, or mental or physical handicap, or otherwise. Agent may pay from Owner's funds all litigation expenses incurred by or for the Owner or the Agent, including, but not limited to, reasonable attorneys' fees and any liability, fines, penalties or the like; provided, however, that Owner shall not be responsible to Agent for any such expenses in the event Agent is finally adjudged to have personally, and not in a representative capacity, violated any such law. Nothing contained in this Agreement shall obligate Agent to employ legal counsel to represent Owner in any such proceeding or suit. Owner shall pay reasonable expenses incurred by Agent in obtaining legal advice regarding compliance with any law affecting the Premises or activities related to them. If such expenditure also benefits others for whom Agent acts in a similar capacity, Owner agrees to pay an apportioned amount of such expense. Agent may employ in-house counsel and charge the Owner for the reasonable value of services rendered by such in-house counsel.

SECTION 17: AGENT'S COMPENSATION AND EXPENSES

As compensation for the services provided by Agent under this Agreement (and exclusive of reimbursement of expenses to which Agent is entitled hereunder), Owner shall pay Agent as follows:

- 17.1 **FOR MANAGEMENT SERVICES.** A basic management fee of six and three-tenths percent (6.3%) of the total monthly gross receipts, including, but not limited to rents, utilities charged to tenants and other receipts from operations on or from the Premises during the preceding month, payable by the 15th day of the following month for the duration of this Agreement. Payments due Agent for periods of less than a calendar month shall be prorated over the number of days for which compensation is due. The term "gross receipts" shall include all rents and other income and charges from the operation of the Premises. Gross receipts shall NOT include refundable deposits or the interest earned, if any, on such deposits, or income arising out of the sale of real property or the settlement of fire or other casualty losses and items of a similar nature.
- 17.2 **FOR MODERNIZATION; REHABILITATION/CONSTRUCTION; FIRE RESTORATION CONTRACTS.** A mutually acceptable general contracting fee set as a percentage of total job costs, subject to Owner's approval for modernization; rehabilitation/construction; and fire restoration contracts. Such fees shall be payable provided BCM actually provides such general contracting and/or supervision or oversight services.
- 17.3 **INTEREST ON UNPAID SUMS.** Any sums due Agent under any provision of this Agreement, and not paid within ten (10) days after such sums have become due, shall bear interest at the rate of four percent (4%) per annum in excess of the base lending rate announced from time to time by PNC Bank (or, if PNC Bank shall go out of business or be merged into another entity, such other major national bank doing business in Cleveland, Ohio as shall be reasonably designated by Agent).

SECTION 18: REPRESENTATIONS

- 18.1 Owner represents and warrants: That Owner has full power and authority to enter into this Agreement; that all leasing and other permits for the operation of the Premises have been secured

and are current; that the building and its construction and operation do not violate any applicable statutes, laws, ordinances, rules, regulations, orders, or the like (including, but not limited to, those pertaining to hazardous or toxic substances); to the best of Owner's knowledge the building does not contain any unsafe condition.

- 18.2 Agent represents and warrants that Agent has full power and authority to enter into the Agreement and possesses all licenses sufficient to carry out its duties.

SECTION 19: STRUCTURAL CHANGES

Owner expressly withholds from Agent any power or authority to make any major structural alterations or additions in or to any building without the Owner's prior written consent.

SECTION 20: BUILDING COMPLIANCE

Except as otherwise provided herein, Agent does not assume liability for but is authorized to take all actions required for compliance of the Premises and the equipment therein with applicable building codes, statutes, ordinances, laws, or regulations of any governmental body or of any public authority or official thereof having jurisdiction. Agent shall notify Owner promptly or forward to Owner promptly any complaints, warnings, notices, or summonses received by Agent relating to such matters. Owner authorizes Agent to disclose the ownership of the Premises to any such officials and agrees to indemnify and hold Agent, its representatives, servants, and employees, harmless of and from all loss, cost, expense, and liability whatsoever which may be imposed by reason of any present or future violation or alleged violation of such laws, ordinances, statutes, or regulations, unless due to the gross negligence or willful misconduct on the part of the Agent, as provided in Section 15 above.

SECTION 21: TERMINATION

- 21.1 **TERMINATION BY EITHER PARTY.** This Agreement may be terminated by either Owner or Agent, with or without cause, effective as of the end of the Initial Term or of any Renewal Term, upon the giving of written notice not less than sixty (60) days prior to the end of such Initial Term or Renewal Term. In the event of sale of the Premises by Owner to a bona fide purchaser in an arms-length transaction, Owner may terminate this Agreement upon not less than sixty (60) days prior written notice to Agent, and in all other respects the provisions of Section 21.4 of this Agreement shall apply in such circumstances.
- 21.2 **TERMINATION FOR CAUSE.** Notwithstanding the foregoing, this Agreement shall terminate in any event, and all obligations of the parties hereunder shall cease (except as to liabilities or obligations which have accrued or arisen prior to such termination, or which accrue pursuant to Section 22.3 as a result of such termination, and obligations to insure and indemnify hereunder), upon the occurrence of any of the following events:
- (a) **BREACH OF AGREEMENT.** Failure of either party to cure a material breach of this Agreement within thirty (30) days after the receipt from the other party of a written notice specifying in detail such breach; provided, however, that if such breach is of a nature that

it cannot reasonably be cured within a thirty (30) day period, but can be cured within a reasonable time thereafter, and if the party receiving notice from the other of such breach shall have commenced efforts to cure such breach within such thirty (30) day period after receipt of such notice, and such efforts are proceeding and being diligently pursued, and such breach is cured within such reasonable time period, then no termination shall be deemed to have occurred. PROVIDED, FURTHER, that the breach of any obligation of either party hereunder to pay any monies to the other party under the terms of this Agreement shall conclusively be deemed to be curable within thirty (30) days after receipt of written notice thereof.

- (b) **FAILURE TO ACT, ETC.** In the event that Owner fails to take any action required with respect to the Premises, so as to comply with any law or regulation, or any order or ruling of any public authority, and Agent, in its reasonable discretion, considers that the action, inaction or position of Owner or its representatives with respect thereto may result in damage or liability to Agent, or disciplinary proceeding with respect to Agent's license, Agent shall have the right to terminate this Agreement at any time by written notice to Owner of its election to do so, which termination shall be effective upon the service of such notice. Such termination shall not release the indemnities of Owner set forth herein.
- (c) **INADEQUATE INSURANCE.** If Agent deems that the liability insurance obtained by Owner as set forth in Section 14 is not reasonably satisfactory to protect its interest under this Agreement, and if Owner and Agent cannot agree as to adequate insurance, Agent shall have the right to cancel this Agreement upon the service of written notice to Owner.

21.3 **TERMINATION COMPENSATION.** If: (i) Owner terminates this Agreement before the end of the Initial Term or any Renewal Term as provided in Section 22.1 above or for any reason other than for a breach by Agent under Section 21.2(a) above, or if (ii) Agent terminates this Agreement for a breach by Owner under Section 21.2(a) above or pursuant to the provisions of Sections 21.2(b) or 21.2(c) above, then in any such event, Owner shall be obligated to pay Agent as liquidated damages an amount equal to the management fee earned by Agent, as determined under Section 17.1 above, for the full calendar month immediately preceding the month in which the notice of termination is given to Agent or to Owner, multiplied by the number of months and/or portions thereof remaining from the termination date until the end of the Initial Term or Renewal Term in which the termination occurs. Such damages, plus any amounts accruing to Agent prior to such termination, shall be due and payable upon termination of this Agreement. To the extent that funds are available, such sums shall be payable from the Owner's funds. Any amount due in excess of the funds available from the Owner's funds shall be paid by Owner to Agent upon demand.

21.4 **OWNER RESPONSIBLE FOR PAYMENTS.** Upon termination of or withdrawal from this Agreement, Owner shall assume the obligations of any contract executed by Agent under this Agreement for and on behalf of Owner and responsibility for payment of all unpaid bills. In addition, Owner shall furnish Agent security, in an amount reasonably satisfactory to Agent, against any obligations or liabilities which Agent may have properly incurred on Owner's behalf under this Agreement. Agent may withhold Owner's funds for ninety (90) days after the end of the month in which this Agreement is terminated, in order to pay bills previously incurred but not yet invoiced and to close accounts. Agent shall deliver to

Owner, within ninety (90) days after the end of the month in which this Agreement is terminated, any balance of monies due Owner or of tenant security deposits, or both, which were held by Agent with respect to the Premises, as well as a final accounting reflecting the balance of income and expenses with respect to the Premises as of the date of termination or withdrawal, and all records, contracts, leases, receipts for deposits, and other papers or documents which pertain to the Premises.

SECTION 22: INDEMNIFICATION SURVIVES TERMINATION

All representations and warranties of the parties contained herein shall survive the termination of this Agreement. All provisions of this Agreement that require Owner to have insured or to defend, reimburse, or indemnify Agent, shall survive any termination; and if Agent is or becomes involved in any proceeding or litigation by reason of having been Owner's agent, the provisions of Section 16 shall apply as if this Agreement were still in effect.

SECTION 23: HEADINGS

All headings and subheadings employed within this Agreement are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement.

SECTION 24: FORCE MAJEURE

Any delays in the performance of any obligation of Agent or Owner under this Agreement shall be excused to the extent that such delays are caused by wars, national emergencies, natural disasters, strikes, labor disputes, utility failures, governmental regulations, riots, adverse weather, and other similar causes not within the control of Agent or Owner, and any time periods required for performance shall be extended accordingly.

SECTION 25: PROVISIONS REQUIRING CONSENT

If, pursuant to the terms of this Agreement, any consent or approval by Owner is required, then unless expressly provided otherwise in this Agreement, if Owner shall not have notified Agent within five (5) business days or such longer period as is expressly specified in this Agreement after receiving Agent's request for a consent or approval that such consent or approval is granted or denied, and if denied the reasons therefore, in reasonable detail (except in the cases where such consent may be withheld in Owner's sole discretion), such consent or approval shall be deemed granted, provided the request for such consent or approval shall state that the failure to respond within such five (5) business days or longer period, as the case may be, shall constitute the deemed consent or approval of Owner.

SECTION 26: COMPLETE AGREEMENT

This Agreement, including any specified attachments, constitutes the entire agreement between Owner and Agent with respect to the management and operation of the Premises and supersedes and replaces any and all previous management agreements entered into or/and negotiated between Owner and Agent relating to the Premises. No change to this Agreement shall be valid unless made by supplemental written agreement executed and approved by Owner and Agent. Except as otherwise provided herein, any and all amendments, additions, or deletions to this Agreement shall be null and void unless approved by Owner and Agent in writing. Each party to this Agreement hereby acknowledges and agrees that the other party has made no warranties,

representations, covenants, or agreements, express or implied, to such party, other than those expressly set forth herein, and that each party, in entering into and executing this Agreement, has relied upon no warranties, representations, covenants, or agreements, express or implied, to such party, other than those expressly set forth herein.

SECTION 27: RIGHTS CUMULATIVE; NO WAIVER

No right or remedy herein conferred upon or reserved to either of the parties to this Agreement is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given under this Agreement or now or hereafter legally existing upon the occurrence of an event of default under this Agreement. The failure of either party to this Agreement to insist at any time upon the strict observance or performance of any of the provisions of this Agreement, or to exercise any right or remedy as provided in this Agreement, shall not impair any such right or remedy or be construed as a waiver or relinquishment of such right or remedy with respect to subsequent defaults. Every right and remedy given by this Agreement to the parties to it may be exercised from time to time and as often as may be deemed expedient by those parties.

SECTION 28: APPLICABLE LAW AND PARTIAL INVALIDITY

The execution, interpretation, and performance of this Agreement shall in all respects be controlled and governed by the laws of the State of Ohio. If any clause, sentence, paragraph, or other part of this Agreement shall, for any reason, be adjudged by a court of a competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder of this Agreement, but shall be confined in its operation to the clause, sentence, paragraph or party hereof directly involved in the controversy in which such adjudication shall have been made; and, in all other respects and particulars this Agreement shall continue in full force and effect without modification.

SECTION 29: NOTICES

Any notices, demands, consents, and reports necessary or provided for under this Agreement shall be valid and effective only if in writing and addressed as follows, or at such other address as Owner and Agent individually may specify hereafter in writing:

Owner: WBR Chatham, LLC
4832 Richmond Road, Suite 200
Cleveland, Ohio 44128
Attention: Robert G. Risman

Owner: RRR Chatham, LLC
24500 Chagrin Boulevard, Suite #100
Beachwood, Ohio 44122
Attention: Robert R. Risman

Agent: Burton Carol Management, LLC
4832 Richmond Road, Suite 200
Cleveland, Ohio 44128
Attention: Robert G. Risman, Manager

Copy to: Jon J. Pinney, Esq.
Kohrman Jackson & Krantz PLL
One Cleveland Center - 20th Floor
1375 East Ninth Street
Cleveland, Ohio 44114-1793

Such notice or other communication (not including reports in the ordinary course of business which may be sent by ordinary U.S. mail or e-mail) shall be effective three (3) days after the date same is mailed by U.S. registered or certified mail, return receipt requested, postage prepaid, and deposited in a United States Post Office or a depository for the receipt of mail regularly maintained by the post office, or as of the date delivered by hand or e-mail by a receipted method. For purposes of this Agreement, notices shall be deemed to have been "given" or "delivered" upon personal delivery thereof.

SECTION 30: AGREEMENT BINDING UPON SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon the parties hereto and their respective personal representatives, heirs, administrators, executors, successors and assigns.

(Signature page follows)

SIGNATURES:

IN WITNESS WHEREOF, the parties hereto have affixed or caused to be affixed their respective signatures this 23 day of February, 2012.

Witnesses:

Yvonne Rauer
Yvonne Rauer
Lynne Varney
Lynne Varney

OWNER: WBR CHATHAM, LLC

By: [Signature]
Robert G. Risman, Manager

Witnesses:

Yvonne Rauer
Yvonne RAUER
Andrea J. Weisman
Andrea J. Weisman.

OWNER: RRR CHATHAM, LLC

By: [Signature]
Robert R. Risman, Manager

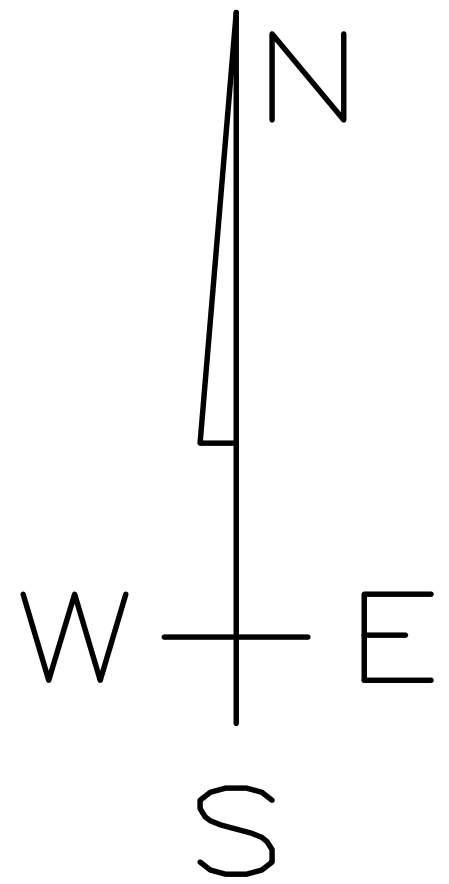
Witnesses:

Yvonne Rauer
Yvonne Rauer
Lynne Varney
Lynne Varney

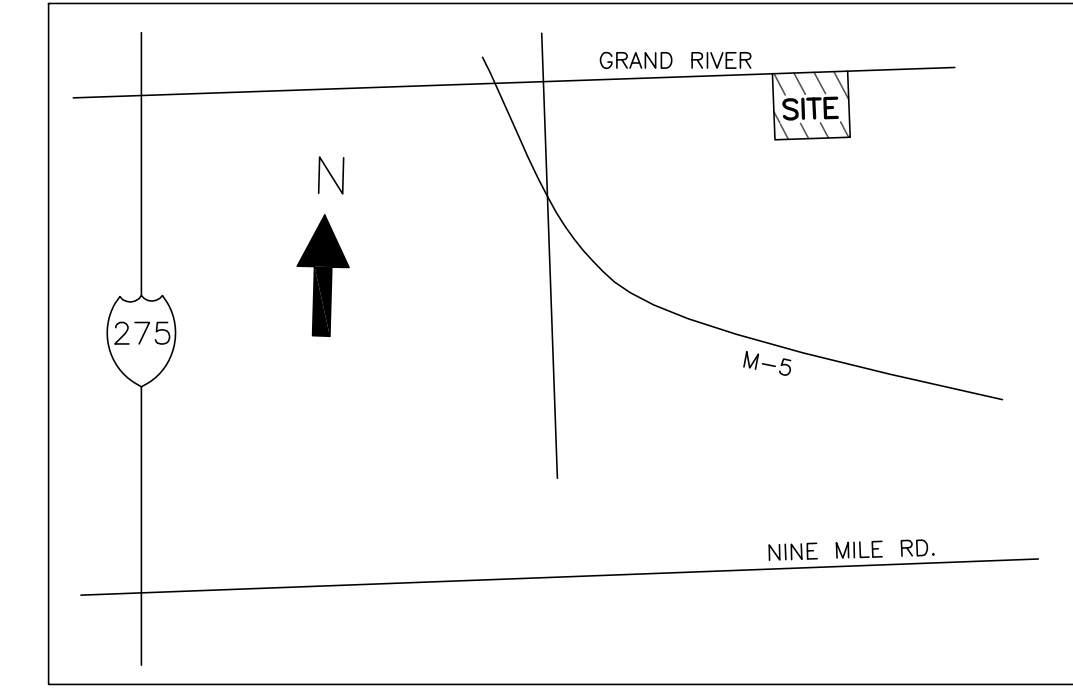
AGENT: BURTON CAROL MANAGEMENT, LLC

By: [Signature]
Robert G. Risman, Manager

n:\burtoncarol\mang-agm\chatham\lv



PRELIMINARY
NOT TO BE USED FOR
CONSTRUCTION



VICINITY MAP
NO SCALE

Landwise Inc.
Civil Engineers - Land Surveyors
P.O. Box 1952, Dearborn, MI 48121
Tel: 248-257-5700, Fax: 248-257-5555
email: info@landwiseinc.com

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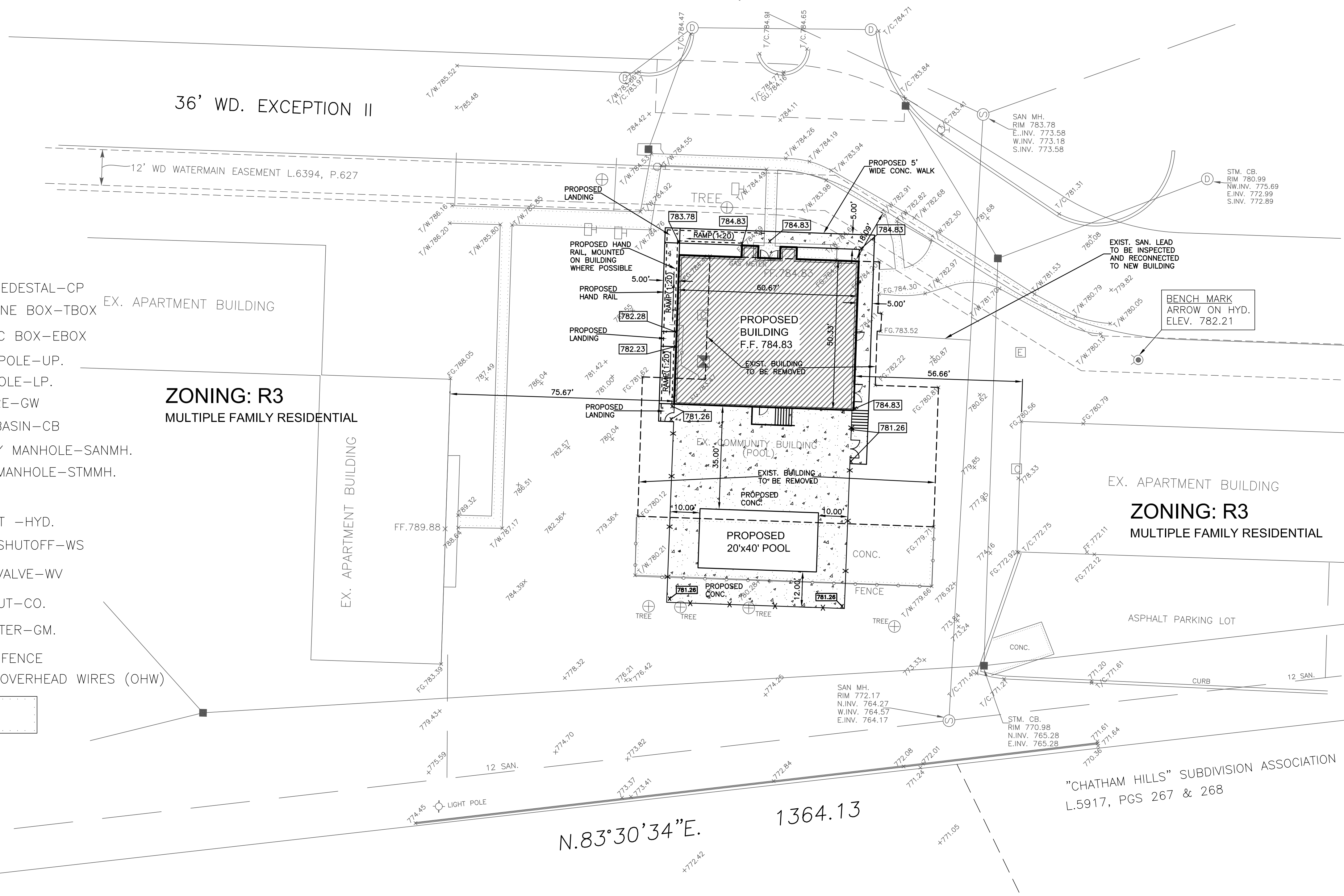
ISSUE / REVISIONS	
DATE	REMARKS
5/22/2015	ORIGINAL ISSUE



CLIENT: GAV ASSOCIATES, INC.
PROJECT: CHATHAM HILLS APARTMENTS
36135 GRAND RIVER AVE.
FARMINGTON, MI

TOPOGRAPHIC & BOUNDARY SURVEY
PROJECT: CHATHAM HILLS APARTMENTS
36135 GRAND RIVER AVE.
FARMINGTON, MI

DRN: A.S.	CHKD: A.S.
FILE NO.	15-128CP01.dwg
SHEET NO.	C - 1



LEGEND

- CABLE PEDESTAL-CP
- TELEPHONE BOX-TBOX
- ELECTRIC BOX-EBOX
- UTILITY POLE-UP.
- LIGHT POLE-LP.
- GUY WIRE-GW
- CATCH BASIN-CB
- SANITARY MANHOLE-SANMH.
- STORM MANHOLE-STMMH.
- SIGN
- HYDRANT -HYD.
- WATER SHUTOFF-WS
- WATER VALVE-WV
- CLEANOUT-CO.
- GAS METER-GM.
- FENCE
- OVERHEAD WIRES (OHW)
- CONCRETE

ZONING: R3
MULTIPLE FAMILY RESIDENTIAL

ZONING: R3
MULTIPLE FAMILY RESIDENTIAL

"CHATHAM HILLS SUBDIVISION"
L.119, PGS 28,29, & 30

3 FULL WORKING DAYS
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811

Know what's below
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Miss Dig System, Inc.
1-800-482-7171 www.missdig.net

SAFETY NOTE:
CONSTRUCTION SITE SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR; NEITHER THE OWNER NOR THE ENGINEER SHALL BE EXPECTED TO ASSUME ANY RESPONSIBILITY FOR SAFETY OF THE WORK, OF PERSONS ENGAGED IN THE WORK, OF ANY NEARBY STRUCTURES, OR OF ANY OTHER PERSONS. THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT LIMITED TO NORMAL WORKING HOURS.

UTILITIES NOTE:
THE LOCATION AND ELEVATION OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THIS PLAN ARE ONLY APPROXIMATE. THEY ARE SHOWN PER INFORMATION DISCLOSED BY AVAILABLE PUBLIC RECORDS, AND BY FIELD DATA WHENEVER POSSIBLE. NO GUARANTEE IS EITHER EXPRESSED OR IMPLIED AS TO THE COMPLETENESS OR ACCURACY THEREOF. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION AND ELEVATION OF ALL EXISTING UTILITIES IN THE FIELD BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES. THE CONTRACTOR SHALL NOTIFY THE DESIGN ENGINEER IMMEDIATELY IF A CONFLICT IS APPARENT.

PRELIMINARY
NOT TO BE USED FOR
CONSTRUCTION

WATER AND SEWER LEADS:
CONTRACTOR TO FIELD DETERMINE
LOCATION OF EXISTING WATER AND
SANITARY LEADS, INSPECT AND
RECONNECT TO NEW BUILDING

LEGAL DESCRIPTION:
(PARCEL A); PART OF THE NORTH 1/4 OF SECTION 29, TOWN 1 NORTH, RANGE 9 EAST, DESCRIBED AS BEGINNING AT A POINT ON THE NORTH LINE OF SECTION 29, SAID POINT BEING NORTH 87 DEGREES 59 MINUTES 26 SECONDS WEST 717.81 FEET FROM THE NORTH 1/4 CORNER OF SECTION 29, TOWN 1 NORTH, RANGE 9 EAST; THENCE ALONG THE CENTERLINE OF BRITANNY HILL DRIVE (AS PLATTED) SOUTH 02 DEGREES 00 MINUTES 34 SECONDS WEST 299.06 FEET AND 198.97 FEET ALONG THE ARC OF A CURVE CONCAVE TO THE WEST, SAID CURVE HAVING A RADIUS OF 505.65 FEET, A CENTRAL ANGLE OF 22 DEGREES 32 MINUTES 10 SECONDS, AND WHOSE CHORD BEARS SOUTH 13 DEGREES 16 MINUTES 39 SECONDS WEST 197.69 FEET; THENCE ALONG THE ORTH LINE OF CHATHAM HILLS SUBDIVISION, LIBER 119, PAGES 28, 29, AND 30, NORTH 71 DEGREES 29 MINUTES 26 SECONDS WEST 571.53 FEET; THENCE NORTH 01 DEGREES 42 MINUTES 39 SECONDS EAST 330.62 FEET; THENCE ALONG THE NORTH LINE OF SECTION 29, SOUTH 87 DEGREES 59 MINUTES 26 SECONDS EAST 688.84 FEET TO THE POINT OF BEGINNING SUBJECT TO THE RIGHTS OF THE PUBLIC IN THE NORTH 50.0 FEET FOR GRAND RIVER ROAD AND EXCEPTING THEREFROM BRITANNY HILL DRIVE (AS PLATTED IN CHATHAM HILLS SUBDIVISION, LIBER 119, PAGES 28, 29, AND 30, OAKLAND COUNTY RECORDS).

ALSO EXCEPTING THEREFROM A PARCEL OF LAND DESCRIBED AS: BEGINNING AT A POINT ON THE SOUTH LINE OF GRAND RIVER AVENUE, LOCATED NORTH 87 DEGREES 59 MINUTES 26 SECONDS WEST, MEASURED ALONG THE NORTH LINE OF SAID SECTION 29, 959.31 FEET AND SOUTH 02 DEGREES 00 MINUTES 34 SECONDS WEST 510.0 FEET FROM THE NORTH 1/4 CORNER OF SAID SECTION 29; THENCE SOUTH 02 DEGREES 00 MINUTES 34 SECONDS WEST 59.50 FEET; THENCE SOUTH 42 DEGREES 59 MINUTES 26 SECONDS EAST 21.92 FEET; THENCE SOUTH 02 DEGREES 00 MINUTES 34 SECONDS WEST 35.0 FEET; THENCE NORTH 02 DEGREES 00 MINUTES 34 SECONDS EAST 35.0 FEET; THENCE NORTH 47 DEGREES 00 MINUTES 34 SECONDS EAST 21.92 FEET; THENCE NORTH 02 DEGREES 00 MINUTES 34 SECONDS EAST 99.50 FEET TO THE SOUTHERLY LINE OF GRAND RIVER AVENUE; THENCE SOUTH 87 DEGREES 59 MINUTES 26 SECONDS EAST ALONG SAID LINE, 87.0 FEET TO THE POINT OF BEGINNING. TAX ID: 23-29-126-001

(PARCEL B); PART OF THE NORTH 1/2 OF SECTION 29, TOWN 1 NORTH, RANGE 9 EAST, DESCRIBED AS BEGINNING AT THE NORTH 1/4 CORNER OF SECTION 29, TOWN 1 NORTH, RANGE 9 EAST; THENCE ALONG THE NORTH LINE OF SECTION 29, NORTH 87 DEGREES 59 MINUTES 26 SECONDS WEST 117.81 FEET; THENCE ALONG THE CENTERLINE OF BRITANNY HILL DRIVE (AS PLATTED) SOUTH 02 DEGREES 00 MINUTES 34 SECONDS WEST 299.06 FEET AND 198.97 FEET ALONG THE ARC OF A CURVE CONCAVE TO THE WEST, SAID CURVE HAVING A RADIUS OF 505.65 FEET, A CENTRAL ANGLE OF 22 DEGREES 32 MINUTES 10 SECONDS, AND WHOSE CHORD BEARS SOUTH 13 DEGREES 16 MINUTES 39 SECONDS WEST 197.69 FEET; THENCE ALONG THE NORTH LINE OF CHATHAM HILLS SUBDIVISION AS RECORDED IN LIBER 119, PAGES 28, 29, AND 30, SOUTH 71 DEGREES 29 MINUTES 26 SECONDS EAST 473.42 FEET; THENCE NORTH 83 DEGREES 30 MINUTES 34 SECONDS EAST 1364.13 FEET; THENCE NORTH 29 DEGREES 29 MINUTES 26 SECONDS WEST 480.0 FEET; THENCE ALONG THE NORTH LINE OF SECTION 29, NORTH 87 DEGREES 59 MINUTES 26 SECONDS WEST 825.0 FEET TO THE POINT OF BEGINNING, SUBJECT TO THE RIGHTS OF THE PUBLIC IN THE NORTH 50 FEET FOR GRAND RIVER ROAD AND EXCEPTING THEREFROM THAT PART LYING WITHIN BRITANNY HILL DRIVE (AS PLATTED IN CHATHAM HILLS SUBDIVISION, LIBER 119, PAGES 28, 29, AND 30, OAKLAND COUNTY RECORDS).

ALSO EXCEPTING A PARCEL DESCRIBED AS: BEGINNING AT A POINT ON THE SOUTH LINE OF GRAND RIVER AVENUE, LOCATED SOUTH 01 DEGREES 11 MINUTES 14 SECONDS WEST 50.01 FEET AND SOUTH 87 DEGREES 59 MINUTES 26 SECONDS EAST, PARALLEL TO THE NORTH LINE OF SAID SECTION 29, 224.34 FEET FROM THE NORTH 1/4 CORNER OF SAID SECTION 29; THENCE SOUTH 87 DEGREES 59 MINUTES 26 SECONDS EAST 84.0 FEET; THENCE SOUTH 02 DEGREES 00 MINUTES 34 SECONDS WEST 266.0 FEET; THENCE NORTH 87 DEGREES 59 MINUTES 26 SECONDS WEST 84.0 FEET; THENCE NORTH 02 DEGREES 00 MINUTES 34 SECONDS EAST 266.0 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING A PARCEL DESCRIBED AS: A STRIP OF LAND 36 FEET IN PERPENDICULAR WIDTH, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF GRAND RIVER AVENUE, LOCATED SOUTH 01 DEGREES 11 MINUTES 14 SECONDS WEST 50.01 FEET AND NORTH 87 DEGREES 59 MINUTES 26 SECONDS WEST 373.53 FEET FROM THE NORTH 1/4 CORNER OF SAID SECTION 29; THENCE SOUTH 02 DEGREES 00 MINUTES 34 SECONDS WEST 274.0 FEET; THENCE ALONG A CURVE TO THE LEFT, RADIUS OF 50.0 FEET, WHOSE LONG CHORD BEARS NORTH 83 DEGREES 42 MINUTES 31 SECONDS EAST 57.15 FEET, A DISTANCE OF 57.95 FEET; THENCE NORTH 75 DEGREES 34 MINUTES 29 SECONDS EAST, SURVEY SAYS 143.48 FEET DRAWING SHOWS AND SCALES OUT TO 143.48 FEET; THENCE ALONG A CURVE TO THE RIGHT, RADIUS OF 208.0 FEET, WHOSE LONG CHORD BEARS NORTH 83 DEGREES 42 MINUTES 31 SECONDS EAST 60.06 FEET, A DISTANCE OF 60.25 FEET; THENCE SOUTH 87 DEGREES 59 MINUTES 26 SECONDS EAST 260.99 FEET; THENCE ALONG A CURVE TO THE RIGHT, RADIUS OF 74.67 FEET, WHOSE LONG CHORD BEARS SOUTH 72 DEGREES 59 MINUTES 43 SECONDS EAST 51.75 FEET, A DISTANCE OF 52.34 FEET; THENCE SOUTH 87 DEGREES 59 MINUTES 26 SECONDS EAST 136.33 FEET; THENCE ALONG A CURVE TO THE LEFT, RADIUS OF 190.0 FEET, WHOSE LONG CHORD BEARS NORTH 83 DEGREES 15 MINUTES 34 SECONDS EAST 58.01 FEET, A DISTANCE OF 127.75 FEET; THENCE ALONG A CURVE TO THE LEFT, RADIUS OF 90.0 FEET, WHOSE LONG CHORD BEARS SOUTH 72 DEGREES 05 MINUTES 43 SECONDS EAST 51.75 FEET, A DISTANCE OF 52.34 FEET; THENCE SOUTH 87 DEGREES 59 MINUTES 26 SECONDS EAST 136.33 FEET; THENCE ALONG A CURVE TO THE LEFT, RADIUS OF 190.0 FEET, WHOSE LONG CHORD BEARS NORTH 83 DEGREES 15 MINUTES 34 SECONDS EAST 58.01 FEET, A DISTANCE OF 127.75 FEET; THENCE ALONG A CURVE TO THE LEFT, RADIUS OF 100.0 FEET, WHOSE LONG CHORD BEARS SOUTH 72 DEGREES 05 MINUTES 43 SECONDS EAST 51.75 FEET, A DISTANCE OF 52.34 FEET; THENCE SOUTH 87 DEGREES 59 MINUTES 26 SECONDS EAST, MEASURED ALONG THE SOUTH RIGHT OF WAY LINE OF GRAND RIVER AVENUE, 725.12 FEET AND SOUTH 02 DEGREES 00 MINUTES 34 SECONDS WEST 190.17 FEET FROM THE NORTH 1/4 CORNER OF SAID SECTION 29. TAX ID: 23-29-202-010

N.83°30'34"E. 1364.13

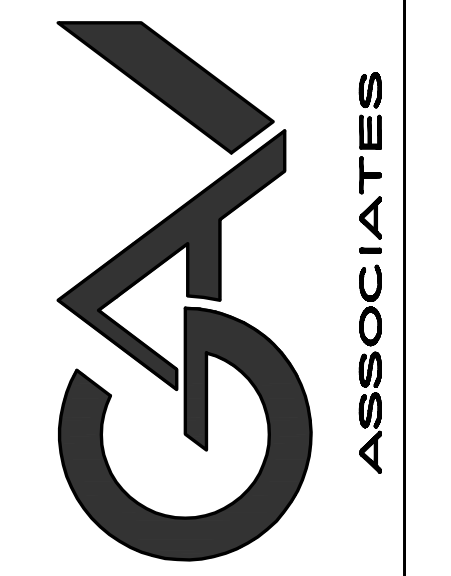
ISSUED FOR	DATE	4.1.e
SFA	6.2.2015	

PROJECT DATA:

ZONING: R3
 USE GROUP: A-3
 CONSTRUCTION TYPE: 2B
 BUILDING AVERAGE HEIGHT: 25'-0" ONE STORY
 BUILDING AREA: 3,044 S.F. (EXTERIOR FOOTPRINT)

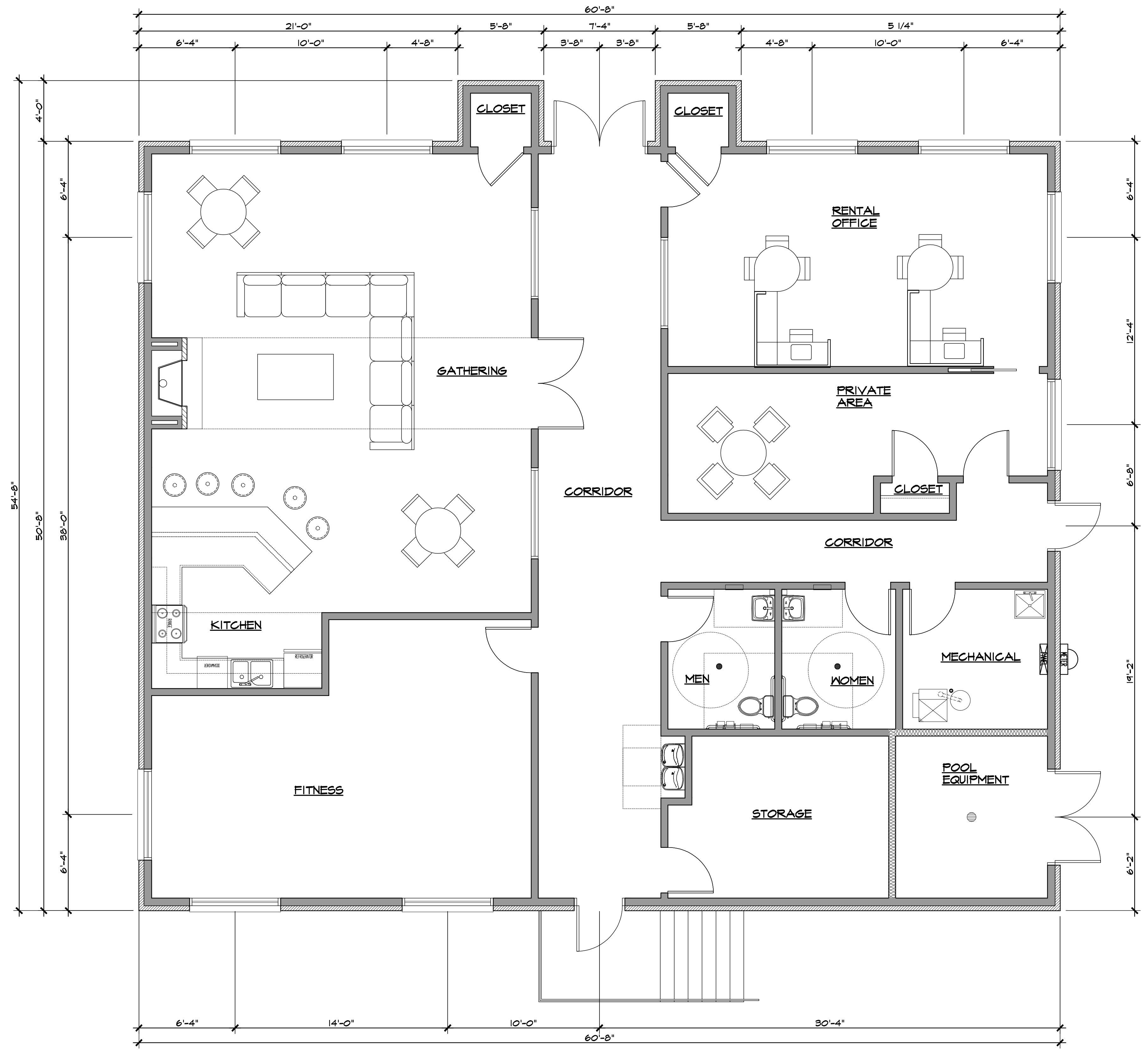
ARCHITECTURAL DESIGN
 RESIDENTIAL COMMERCIAL INDUSTRIAL

G.A.V. ASSOCIATES, INC
 24001 ORCHARD LAKE RD., STE. 180A
 FARMINGTON, MICHIGAN 48336
 PH: (248) 988-9191
 WEB: WWW.GAVASSOCIATES.COM



OCCUPANT LOAD CALCULATIONS (TABLE 1004.1.2)

ROOM NAME	CALCULATION
GATHERING	813 S.F. / 15 S.F. = 54 PEOPLE
FITNESS	400 S.F. / 50 S.F. = 8 PEOPLE
OFFICE	542 S.F. / 100 S.F. = 6 PEOPLE
STORAGE/MECHANICAL	351 S.F. / 300 S.F. = 1 PEOPLE
TOTAL OCCUPANCY: 70 PERSONS	



FLOOR PLAN

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

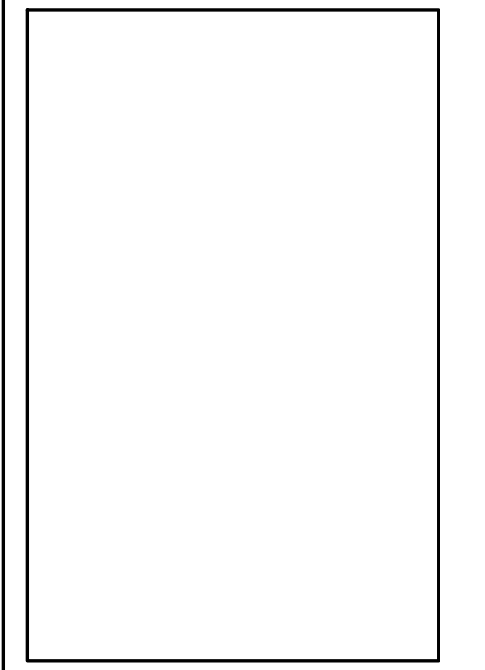
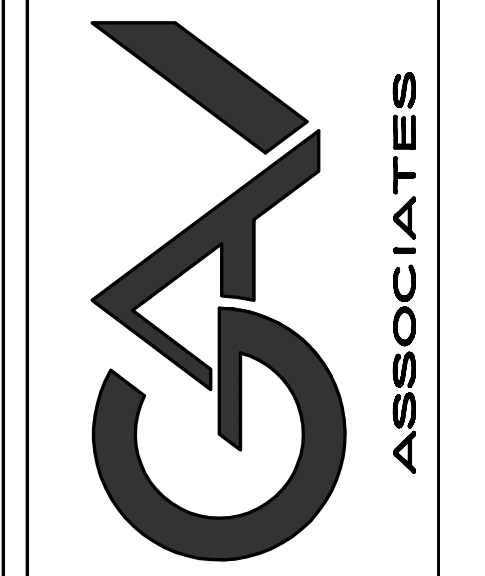
PROPOSED COMMUNITY BUILDING FOR:
 CHATHAM HILL APARTMENTS
 FARMINGTON, MI

DRAWN:	DESIGNED:	CHECKED:
DS		GA
SCALE : AS SHOWN		
FILE NAME : 15026_A.101		
JOB # : 15026		
SHEET TITLE		
FIRST FLOOR PLAN		
3,120 SQ. FT.		
SHEET #		
A.101		

ISSUED FOR	DATE
SFA	6.9.2015

ARCHITECTURAL DESIGN
RESIDENTIAL
COMMERCIAL
INDUSTRIAL

G.A.V. ASSOCIATES, INC
24001 ORCHARD LAKE RD., STE. 180A
FARMINGTON, MICHIGAN 48336
PH: (248) 985-9191
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PROPOSED COMMUNITY BUILDING FOR:
CHATHAM HILL APARTMENTS
FARMINGTON, MI

DRAWN:	DESIGNED:	CHECKED:
DS		GA

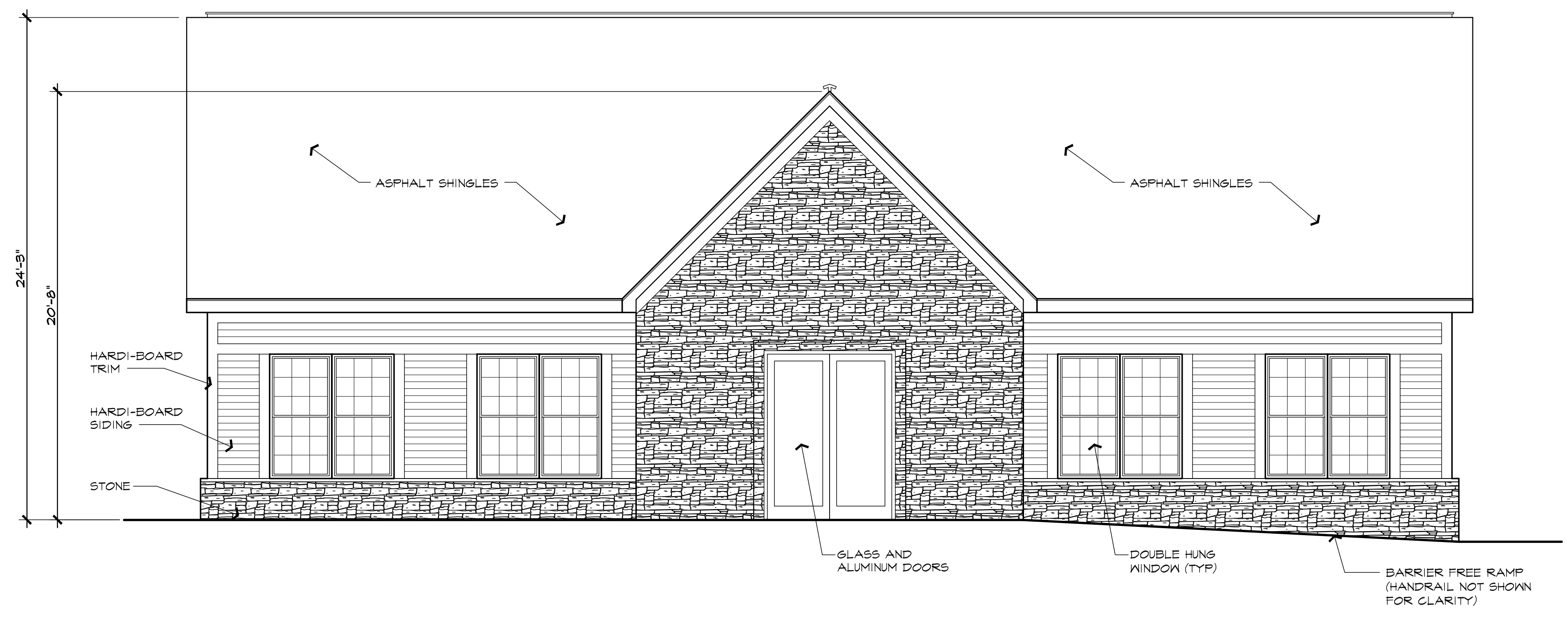
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FILE NAME : 15026_A.201

JOB # : 15026

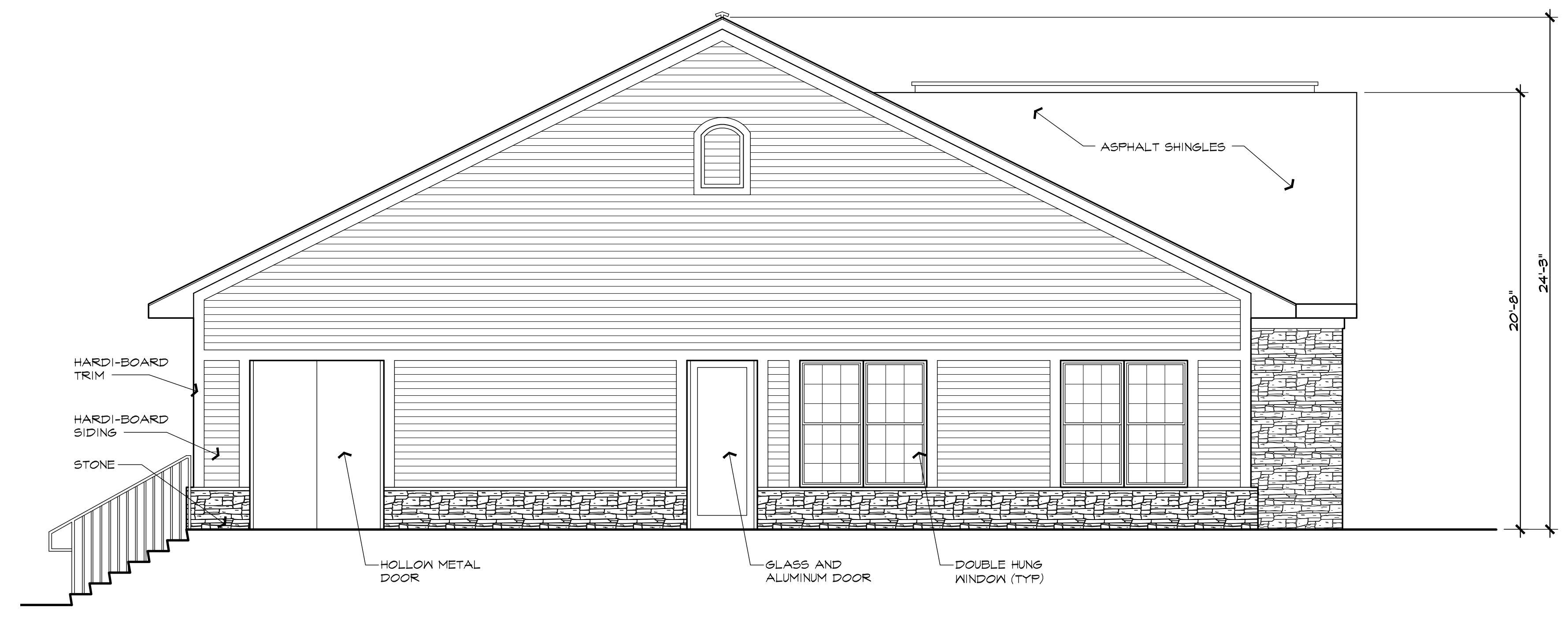
SHEET TITLE
EXTERIOR
ELEVATIONS

SHEET #
A.201



NORTH ELEVATION

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



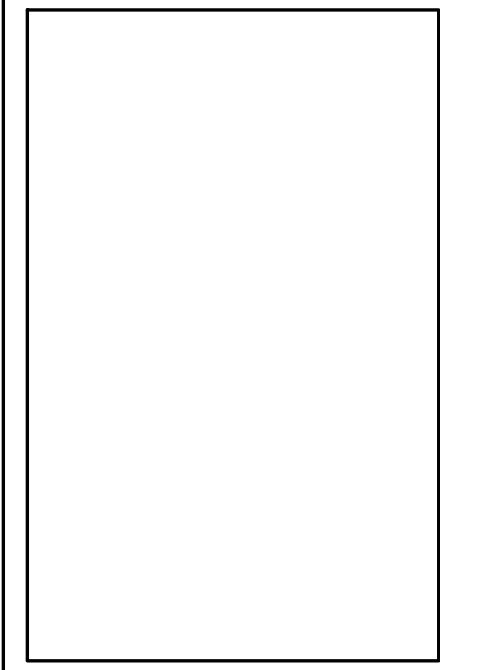
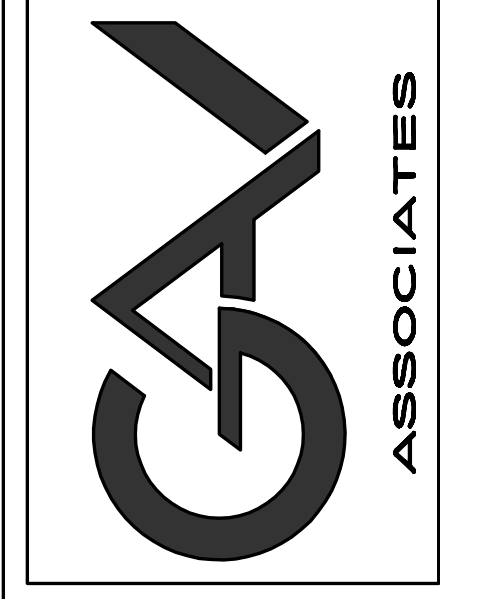
EAST ELEVATION

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

ISSUED FOR	DATE	4.1.e
SFA	6.9.2015	

ARCHITECTURAL DESIGN
RESIDENTIAL
COMMERCIAL
INDUSTRIAL

G.A.V. ASSOCIATES, INC
24001 ORCHARD LAKE RD., STE. 180A
FARMINGTON, MICHIGAN 48336
PH: (248) 988-9101
WEB: WWW.GAVASSOCIATES.COM



PROPOSED COMMUNITY BUILDING FOR:
CHATHAM HILL APARTMENTS
FARMINGTON, MI

DRAWN:	DESIGNED:	CHECKED:
DS		GA

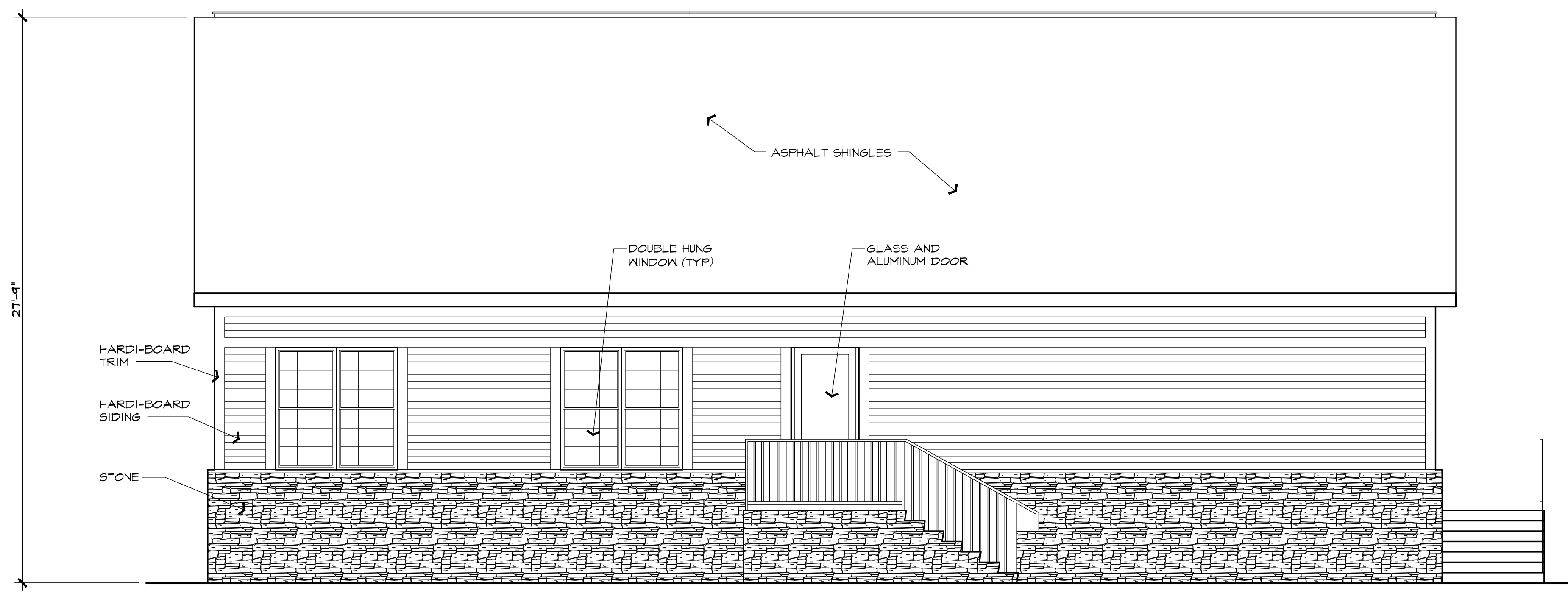
SCALE : AS SHOWN

FILE NAME : 15026_A.201

JOB # : 15026

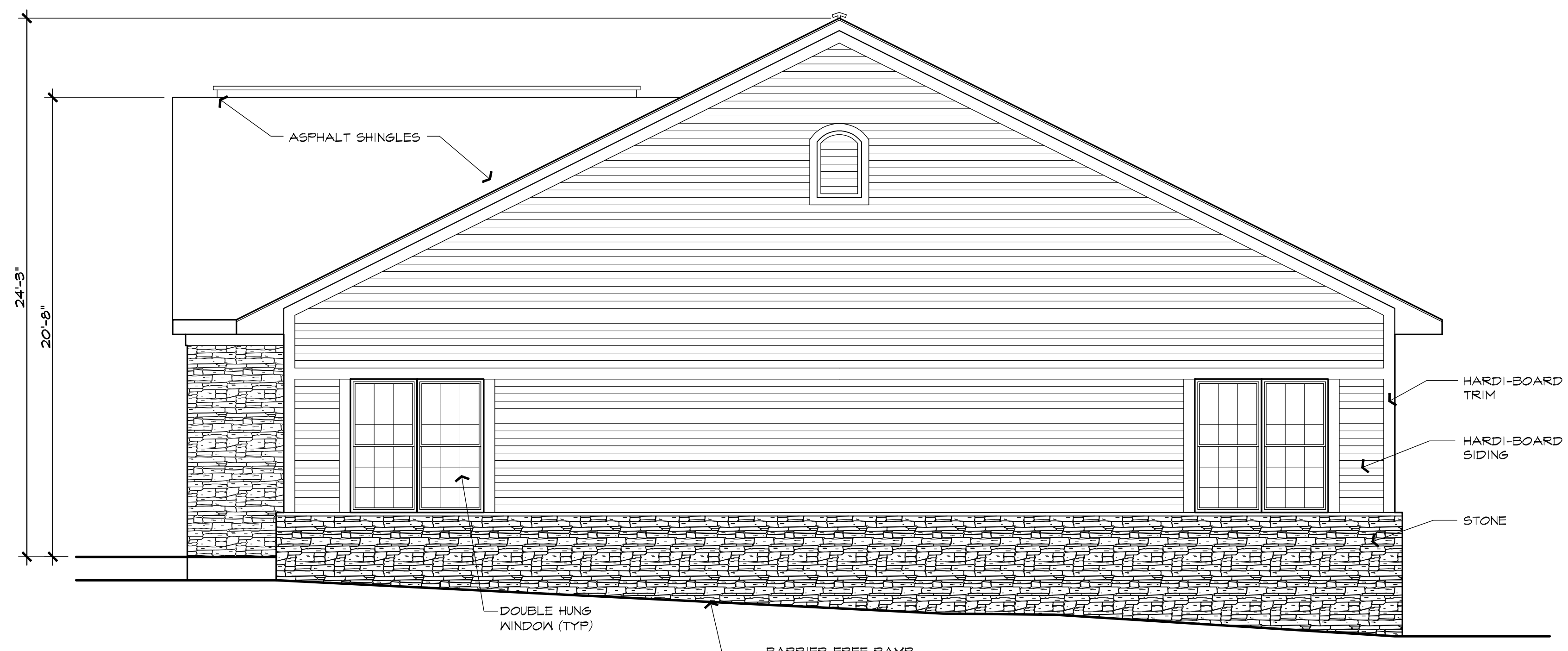
SHEET TITLE
EXTERIOR
ELEVATIONS

SHEET #
A.202



SOUTH ELEVATION

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



WEST ELEVATION

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

**Farmington City Council
Staff Report**

Council Meeting Date:
July 13, 2015

**Reference
Number
(ID # 1935)**

Submitted by: Kevin Christiansen, Economic Community Development Director

Description: Request for Outdoor Display and Sales Approval - Uptown Plaza; Overstock Outlet, 31550 Grand River

Requested Action:

Approve

Background:

Agenda Review

Review:

Kevin Christiansen Pending

City Manager Pending

Planning Commission Pending 07/13/2015 7:00 PM

Farmington Planning Commission Staff Report	Planning Commission Date: July 13, 2015	Reference Number 1935
--	--	---------------------------------------

Submitted by: Kevin Christiansen, Economic and Community Development Director

Description Outside Display and Sales Request – Overstock Outlet, 31550 Grand River Avenue

Background

The applicant/petitioner has submitted plans for outdoor display and sales to be located along the front/entrance of the existing commercial building (unit) at 31550 Grand River Avenue – Overstock Outlet (Farmington Plaza). The existing commercial shopping center property is zoned C-3, General Commercial. Seasonal commercial outdoor display and sales is permitted in the C-3 District subject to site plan review in accordance with the requirements of Article VII. CBD Central Business, C2 Community Commercial, C3 General Commercial and RO Redevelopment Overlay Districts, Section 35-102. Table of Uses, Special Provisions, sub-section (a) (6) of the Zoning Ordinance (see attached). No changes to the existing commercial building (unit) or other site improvements are proposed.

The submitted plans show an outdoor merchandise display area consisting of two (2) 4.5’ wide x 50’ long sections located along the front/entrance of the existing commercial building (unit) under the existing building overhang along the existing 12.0 wide sidewalk. The applicant/petitioner is proposing the outdoor merchandise display and sales during normal business hours.

The requested action of the Planning Commission is to review the submitted outside display and sales application and site plan for Overstock Outlet.

Attachments

Attachment: Staff Report - Overstock Outlet Outdoor Sales Request (1935 : Outdoor Display and Sales)



City of Farmington
CivicSight Map

MAP LEGEND:

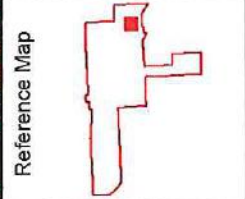
- CITY BOUNDARY
- RIVERS-STREAMS
- MULTITENANTBUILDING (Ttype)
- BUILT
- PROPOSED
- COMM_INDUST BLDGS
- RAPHAEL STREET (POLY)2
- RAPHAEL STREET (POLY)1
- PARCELS
- ROADS OUTSIDE FARMINGTON
- RIGHT-OF-WAY
- MULTITENANTPAVING
- ROW EXTEND
- LOT HISTORY
- OPEN WATER (FEATURE TYP)
- DetentionPond
- StreamRiver
- LakePond
- Channel
- SwampMarsh
- 2010 AERIAL PHOTOS (Image)



Map Scale: 1 inch = 169 feet
Map Date: 7/10/2015
Data Date: July 10, 2015

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

Disclaimer:
Note: The information provided by this program has been compiled from various sources and is not intended to be used as one. Users of this data are hereby notified that the information sources mentioned above should be consulted for verification of the information. Once again, USE AT YOUR OWN RISK !!!



STATE OF MICHIGAN
COUNTY OF OAKLAND
CITY OF FARMINGTON
ORDINANCE NO. C-775-2014

AN ORDINANCE TO AMEND CHAPTER 35, "ZONING," OF THE CITY OF FARMINGTON CITY CODE, ARTICLE 7,"COMMERCIAL DISTRICTS," SECTION 35-102 "TABLE OF USES, SPECIAL PROVISIONS," IN ORDER TO REVISE THE PROVISIONS RELATING TO OUTDOOR DISPLAYS.

THE CITY OF FARMINGTON ORDAINS:

Section 1 of Ordinance

Chapter 35, Zoning, of the Farmington City Code, Article 7, Commercial Districts, Section 35-102, Table of Uses, Special Provisions, is hereby amended as follows:

[TABLE UNCHANGED]

- (a) All retail businesses shall be conducted within a completely enclosed building; provided, however, that a site plan may be approved by the planning commission for accessory outdoor display, sales, or storage, including garden centers and nurseries, subject to ARTICLE 13, SITE PLAN APPROVAL and the following requirements:
 - 1. Outdoor display, sales, or storage may be considered for the following businesses:
 - a. Businesses located within a Shopping Center as defined in this ordinance.
 - b. Businesses located within a building that exceeds 10,000 square feet in size.
 - c. Businesses located within the Central Business District (CBD).
 - d. Service stations located within a "C" Commercial District.
 - 2. Items sold shall:
 - a. Relate and be accessory to the permanent business conducted within the building in which the business is located, such as the sale of flowers at a home improvement store, or sale of ice melt at automobile service

- stations, and shall be owned and operated by the same merchant operating within the building.
- b. Not include items that are customarily sold inside the building. For example, furniture stores may not place furniture outside for sale.
 - c. Be located on a durable and dustless surface and shall be graded and drained to dispose of all surface water.
 - d. Be arranged and constructed so as not to pose a hazard to pedestrians and to minimize risk of fire hazard.
3. Outdoor storage, sales, or display is allowed outside of the required yards and is confined to areas shown on an approved site plan. The planning commission may require that areas where outdoor display, sales, or storage are permitted be clearly marked with pavement markings or other means for purposes of enforcement and ensure maintenance of fire lanes.
 4. Outdoor vending machines and drop boxes or donation bins shall be prohibited. This provision shall not apply to ice machines and newspaper stands.
 5. Display or storage areas shall be limited to 10% of the gross floor area of the principal building, or that portion of the building occupied by the business.
 6. Display or storage areas shall also maintain adequate clear area for safe pedestrian circulation along the sidewalk in front of the building, which shall be no less than 3 feet wide in C-2 and C-3; provided, however, that the width of the clear area shall in all events meet all applicable state and federal regulations and building codes, including all barrier-free and ADA requirements.
 7. Displays or sales shall be prohibited on municipally-owned sidewalks, public land, or public right-of-way except as may be allowed by the City Council for special events.
 8. Outdoor storage of propane tanks is permitted for service station, hardware store, and convenience store uses, except in the CBD District, provided that:
 - a. The tanks shall not be larger than the standard 20-pound tank size.
 - b. The tanks are stored in a locked storage container.
 - c. The container does not exceed 50 cubic feet and 6 feet in height.
 - d. The container complies with all applicable fire and safety codes.
 - e. At least 3 feet of clearance for pedestrian traffic is provided.

- f. Advertising shall be limited to 1 square foot.
9. All loading and truck maneuvering shall be accommodated on-site or on a dedicated easement.
 10. Fencing and lighting for security and aesthetic purposes may be required as determined by the planning commission. Fences shall comply with All lighting shall be shielded from adjacent residential areas in accordance with *Section 35-48, Exterior Lighting*.
 11. Uncovered items may be displayed or stored outside between April 15th and October 31st. The Building Official may extend this time as weather permits. All structures associated with temporary outdoor display shall be temporary and removed at the end of the season for storage indoors.
 12. Outdoor display, sales, and storage may be permitted as part of an approved site plan, under the following terms:
 - a. The permit shall be valid for one calendar year.
 - b. Following the initial Planning Commission site plan approval, the permit may be renewed annually by the building official, subject to the plan originally approved by the Planning Commission. If the building official finds any violations of this ordinance or the conditions of the planning commission's original approval, no renewal shall be issued, and any new outdoor display shall require a new permit from the Planning Commission.
 - c. Approved outdoor display, sales and storage areas may continue until such time as the property ownership changes or a revised site plan is approved. Approval shall not be transferrable to new owners or users. Changes of ownership or use shall be required to return to the Planning Commission for a renewal of their privileges, to ensure they are aware of the limitations that exist.
 13. The Planning Commission may allow outdoor display, sales, and storage for businesses that do not meet the criteria listed in sub-section 1, provided all other provisions of this Section (a) are met and the applicant establishes that compliance with the strict requirements of sub-section 1 would unreasonably prevent the use of the property for a permitted purpose; that the proposed display, sales, and/or storage would not adversely affect adjacent or nearby properties and would not adversely affect the public health, welfare, and safety.

Section 2 of Ordinance **Severability**

Should any section, subsection, paragraph, sentence, clause, or word of this ordinance be held invalid for any reason, such decisions shall not affect the validity of the remaining portions of the ordinance.

Section 3 of Ordinance **Savings**

This amendatory ordinance shall not affect violations of the zoning ordinance or any other ordinance existing prior to the effective date of this ordinance and such violation shall be governed and shall continue to be separately punishable to the full extent of the law under the provisions of such ordinance at the time the violation was committed.

Section 4 of Ordinance **Effective Date: Publication.** Public hearing having been held hereon pursuant to the provisions of Section 103 of Act 110 of the Public Acts of 2006, as amended, the provisions of this Ordinance shall be published within twenty (20) days of its adoption by publication of a brief notice in a newspaper circulated in the City of Farmington stating the date of enactment and effective date, a brief statement as to its regulatory effect and that a complete copy of the Ordinance is available for public purchase, use and inspection at the office of the City Clerk during the hours of 8:30 A.M. to 4:30 P.M., Local Time. The provisions of this Ordinance shall become effective seven (7) days after its publication.

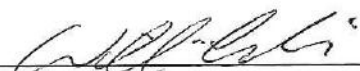
Ayes: Cowley, Galvin, McShane, Schneemann, Scott.

Nays: None.

Abstentions: None.

Absent: None.

ORDINANCE DECLARED ADOPTED.



William E. Galvin, Mayor



Susan K. Halberstadt, City Clerk

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

I, the undersigned, the qualified and acting City Clerk of the City of Farmington, Oakland County, Michigan, do certify that the foregoing is a true and complete copy of the Ordinance adopted by the City Council of the City of Farmington at a meeting held on the 17th day of March, 2014, the original of which is on file in my office.

SUSAN K. HALBERSTADT, City Clerk
City of Farmington

Adopted: March 17, 2014
Published: March 23, 2014
Effective: March 30, 2014

CITY OF FARMINGTON OUTSIDE SALES APPLICATION

This application shall be completed in full for outside sales requests located on private or public areas when approvals are required by the City Council or Planning Commission.

An application for outside sales shall include all requests for outside sales for the following 12 month period.

The application shall provide a drawing, including dimensions, of the total area of outside sales in relationship to adjacent building and parking lots, including references to all applicable criteria as established in the "Guidelines for Outside Display and Sales".

The application requires that both the property owner and lessee request approval. The City Council has established that the property owner shall be required to be the co-applicant (in those situations where property owner and business operator are not the same) with the tenant/lessee. The property owner review and approval of the application shall be done in consideration of any outside sales requests pending or approved on the same property and in consideration of all applicable City ordinances and zoning requirements.

BUSINESS NAME: OVERSTOCK OUTLET LLC

PROPERTY ADDRESS: 31550 GRAND RIVER, FARMINGTON, MI 48336

PROPERTY OWNER:

Name: FARMINGTON PLAZA LLC

Address: 23300 TELEGRAPH ROAD Southfield, MI 48033

Business Phone: 248-358-1800 Home Phone: 248-867-1800

As property owner, I have reviewed this application by the tenant/lessee as it affects the property management and City ordinances and request formal consideration of this request by the City of Farmington. I hereby certify that the contents of this application are true and accurate.

Signature: 

CITY OF FARMINGTON - OUTSIDE SALES APPLICATION
PAGE -2-

TENANT/LESSEE:

Name: Overstock Outlet
 Business Address: 31550 GRAND RIVER FARMINGTON, MI 48330
 Residence Address: _____
 Business Phone: 248-957-9300 Residence Phone: 248-819-6889

As tenant/lessee, this outside sales application/request has been presented to the property owner for review. As tenant/lessee this request has been prepared in accordance with applicable City ordinances and special direction (if any) of the City Building Department/Ordinance Officer. I hereby certify that the contents of this application are true and accurate.

Signature: Salam Shaja

OUTSIDE SALES LOCATION PLAN:

Provide **12 SETS** of plan drawings describing the following for each request for any 12 month period:

- * Display time period (day/date to day/date)
- * Location
- * Materials to be displayed
- * Sidewalks
- * Display racks
- * Display platforms
- * Sales areas (cash register)
- * Safety measures (stop signs, crosswalks, etc.)
- * Fencing (height & description)
- * Storage areas if any (extra materials)
- * Lighting
- * Hours of operation
- * Dimensions of all affected areas
- * Any additional information required in the "Guidelines for Outside Display and Sales."

**OUTSIDE SALES APPLICATION
PAGE -3-**

BUILDING DEPARTMENT REVIEW/RECOMMENDATION

APPROVED _____ NOT APPROVED _____

COMMENTS: _____

CITY COUNCIL APPROVAL (If applicable) YES _____ NO _____

PLANNING COMMISSION APPROVAL (If applicable) YES _____ NO _____

DATE OF CONSIDERATION: _____

EXHIBIT A TO PLAN DRAWINGS FOR OUTSIDE DISPLAY APPLICATION

Due to the vast variety of general merchandise for sale in the store, it is not possible to list all product types intended to display. It is requested that any and all merchandise available in the store may be displayed outside assuming all sidewalk display areas meet all City requirements for clearance, means of egress and ingress, and community safety



1/7/2015

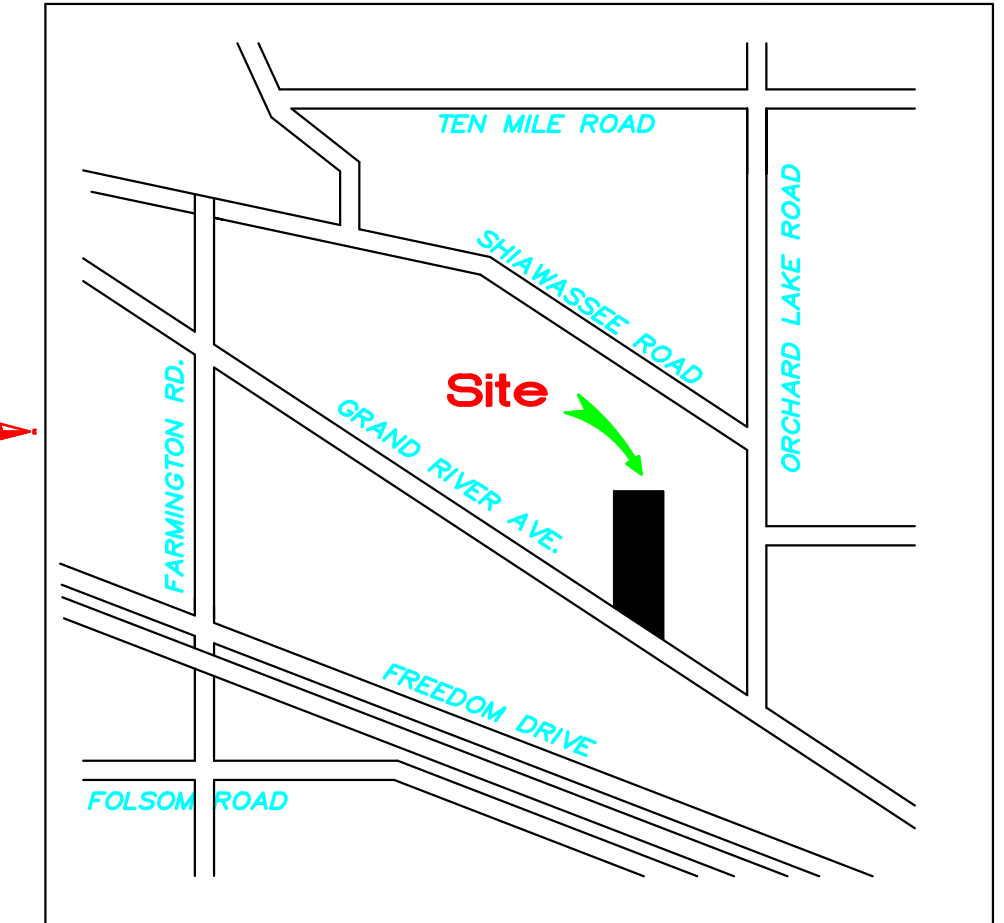
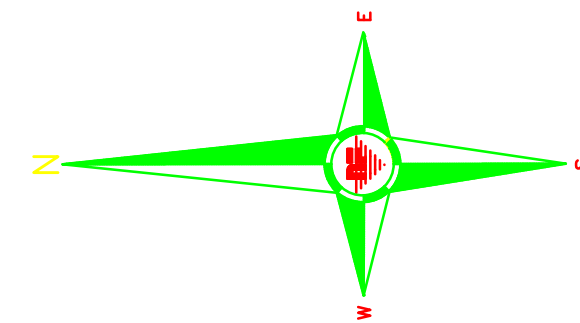
FARMINGTON GRAND PLAZA

OVERSTOCK OUTLET

OUTDOOR (SIDEWALK) "MERCHANDISE DISPLAYS"

31550 GRAND RIVER AVENUE

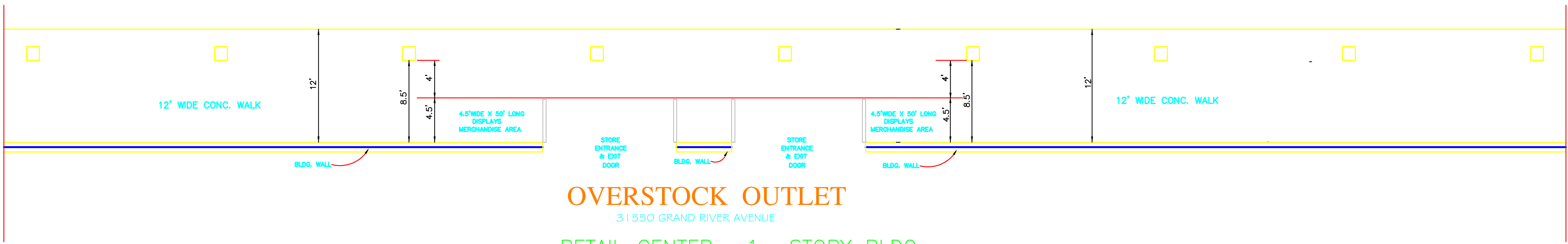
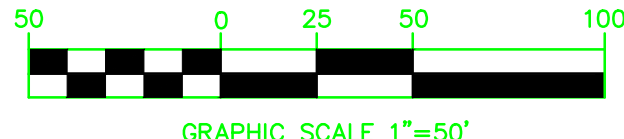
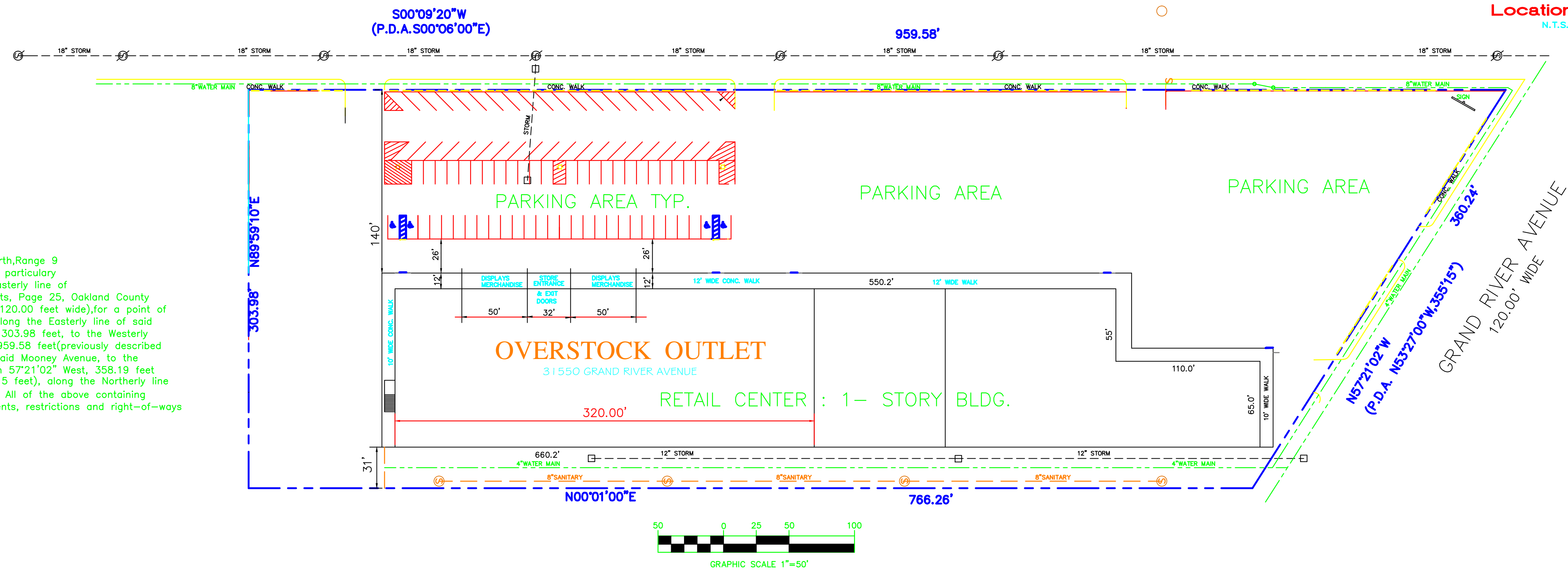
CITY OF FARMINGTON, OAKLAND COUNTY, MICHIGAN, 48336



Location Map
N.T.S.

LEGAL DESCRIPTION

A part of the Southeast 1/4 of section 27, Town 1 North, Range 9 East, City of Farmington, Oakland County, Michigan; more particularly described as commencing at the intersection of the Easterly line of "Brookdale Subdivision", as recorded in Liber 12 of Plats, Page 25, Oakland County Records, and the Northerly line of Grand River Avenue (120.00 feet wide), for a point of Beginning; thence North 00°01'00" East, 766.26 feet, along the Easterly line of said "Brookdale Subdivision"; thence North 89°59' 10" East, 303.98 feet, to the Westerly line of Mooney Avenue; thence South 00°09'20" West, 959.58 feet (previously described as South 00°06'00" East), along the Westerly line of said Mooney Avenue, to the Northerly line of said Grand River Avenue; thence North 57°21'02" West, 358.19 feet (previously described as North 53° 27' 00" West, 355.15 feet), along the Northerly line of said Grand River Avenue, to the Point of Beginning. All of the above containing 6.001 Acres. All of the above being subject to easements, restrictions and right-of-ways of record.



OVERSTOCK OUTLET

31550 GRAND RIVER AVENUE
RETAIL CENTER : 1- STORY BLDG.

DISPLAYS MERCHANDISE DETAILS

N.T.S.

MICHIGAN PROFESSIONAL ENGINEERING, P.C.
ENGINEERS ARCHITECTS & PLANNERS
2721 CHICAGO BLVD. FLINT, MICHIGAN 48503
PHONE: (810)814-7222 -> (810)238-7070

design by:
S.M.
date:
07-06-2015
job number:
2015-96
approved by:
S.M.

REVISIONS

SHEET NO:

C-1
A-1

Attachment: FARMINGTON-GRAND-PLAZA-OVERSTOCK-Outdoor Site Plan (1935 : Outdoor Display and Sales)

**Farmington City Council
Staff Report**

Council Meeting Date:
July 13, 2015

**Reference
Number
(ID # 1936)**

Submitted by: Kevin Christiansen, Economic Community Development Director

Description: Request for Facade and Site Improvements - Dolphin Center, 31691-31715 Grand River

Requested Action:

Approve

Background:

Agenda Review

Review:

Kevin Christiansen Pending

City Manager Pending

Planning Commission Pending 07/13/2015 7:00 PM

Farmington Planning Commission Staff Report	Planning Commission Date: July 13, 2015	Reference Number 1936
--	--	-------------------------------------

Submitted by: Kevin Christiansen, Economic and Community Development Director

Description Site Plan Review – 31691-31715 Grand River Avenue, Dolphin Center

Background

The City has been working with the new property owner of the Dolphin Center regarding proposed changes/improvements and upgrades to the existing building and Dolphin Center site. The proposed changes include exterior changes to the existing building façade and a proposed outdoor seating area for a future tenant. The building is located in the C-3, General Commercial District, and requires review and approval by the Planning Commission. No changes regarding building dimensions or other site improvements are proposed.

The applicant/petitioner has submitted a site plan for the proposed building façade improvements, including a layout of the proposed outdoor seating area. The existing site sign is also intended to be modified/updated and new grass/sod is intended to be installed in the existing landscape areas. He intends to review this with the Planning Commission at the July 13th meeting.

Attachments

Attachment: Staff Report - Dolphin Center Facade Improvements and Outdoor Seating (1936 : Facade and Site Improvements)

City of Farmington
CivicSight Map



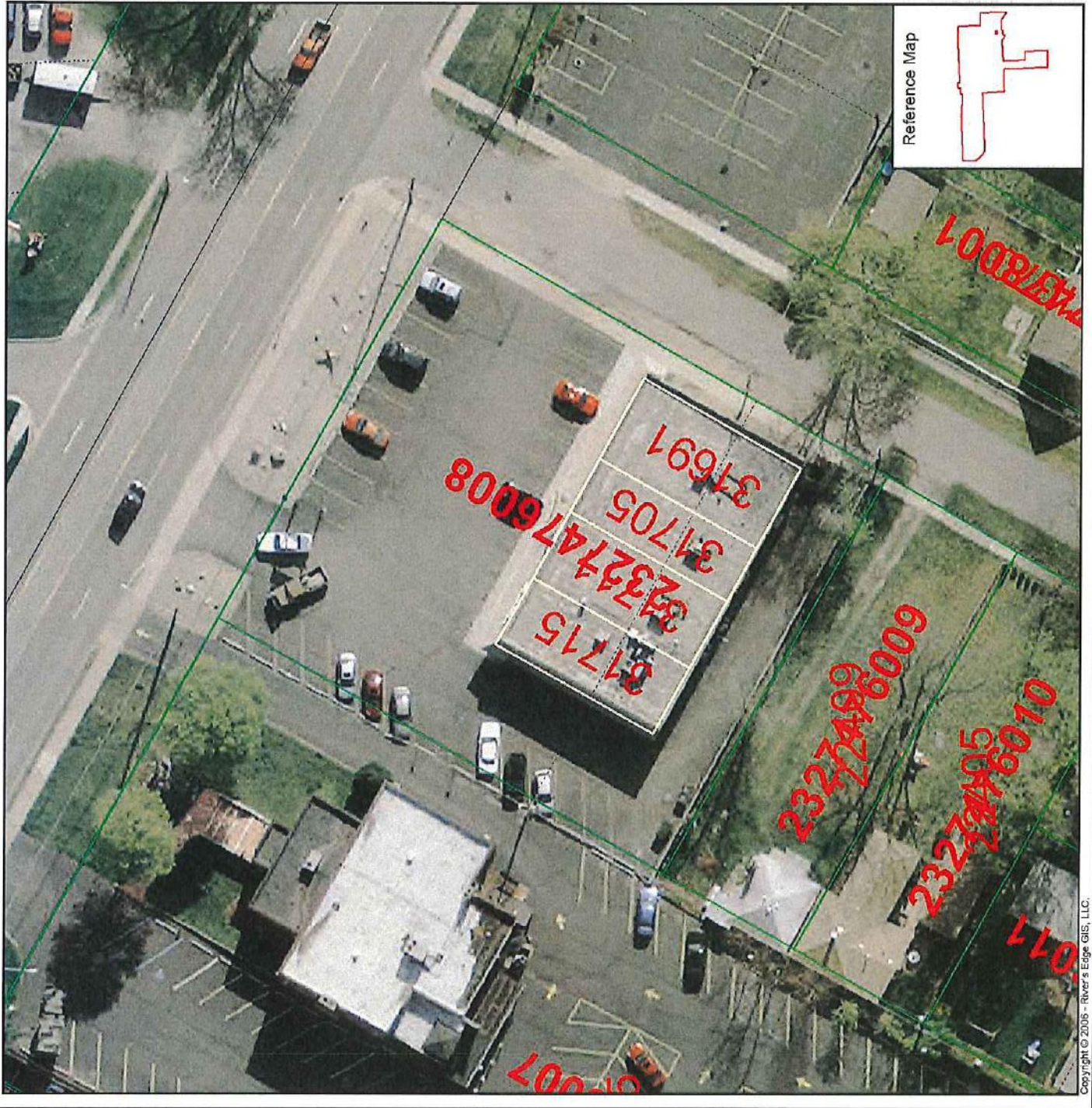
MAP LEGEND:

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

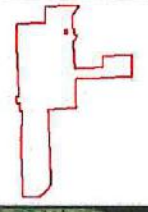


Map Scale: 1 inch = 49 feet
 Map Date: 7/10/2015
 Data Date: June 19, 2015
 Sources: City of Farmington, Oakland County GIS
 Utility, Rivers Edge GIS, LLC.

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



Reference Map





CITY OF FARMINGTON

For office use only
 Date Filed: _____
 Fee Paid: _____

Site Plan Application

1. Project Name Signature Associates

2. Location of Property

Address 31691 Grand River

Cross Streets _____

Tax ID Number _____

3. Identification

Applicant SALVATORE Pellerito

Address 1723 Pine Forest

City/State/Zip Commerce Twp MI 48390

Phone 810 602 0880 Fax _____

Interest in the Property (e.g. fee simple, land option, etc.)

Property Owner Other (Specify) _____

Property Owner SALVATORE Pellerito

Address 1723 Pine Forest

City/State/Zip Commerce Twp MI

Phone 810 602 0880 Fax _____

Preparer of Site Plan _____

Address _____

City/State/Zip _____

Phone _____ Fax _____

4. Property Information

Total Acres _____

Lot Width _____ Lot Depth _____

Zoning District _____

Zoning District of Adjacent Properties to the

North _____ South _____ East _____ West _____

5. Use

Current Use of Property _____

Proposed Use

G Residential Number of Units _____

G Office Gross Floor Area _____

G Commercial Gross Floor Area _____

G Industrial Gross Floor Area _____

G Institutional Gross Floor Area _____

G Other _____ Gross Floor Area _____

Proposed Number of Employees _____

A copy of the complete legal description of the property and proof of property ownership should accompany this application.

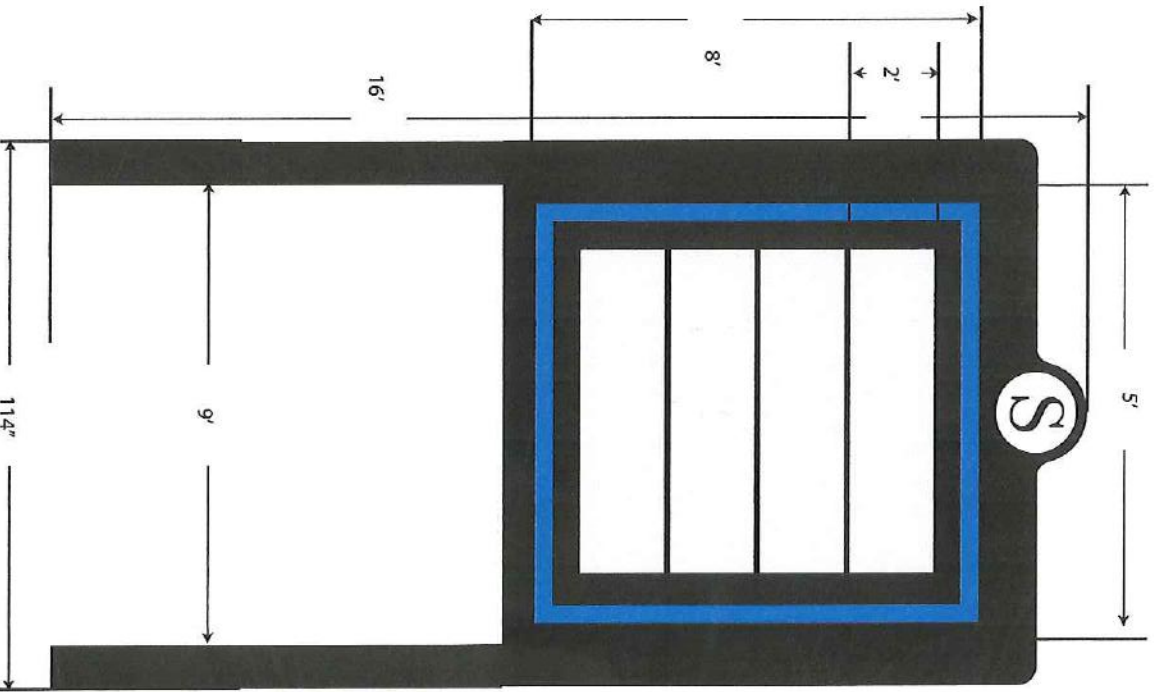
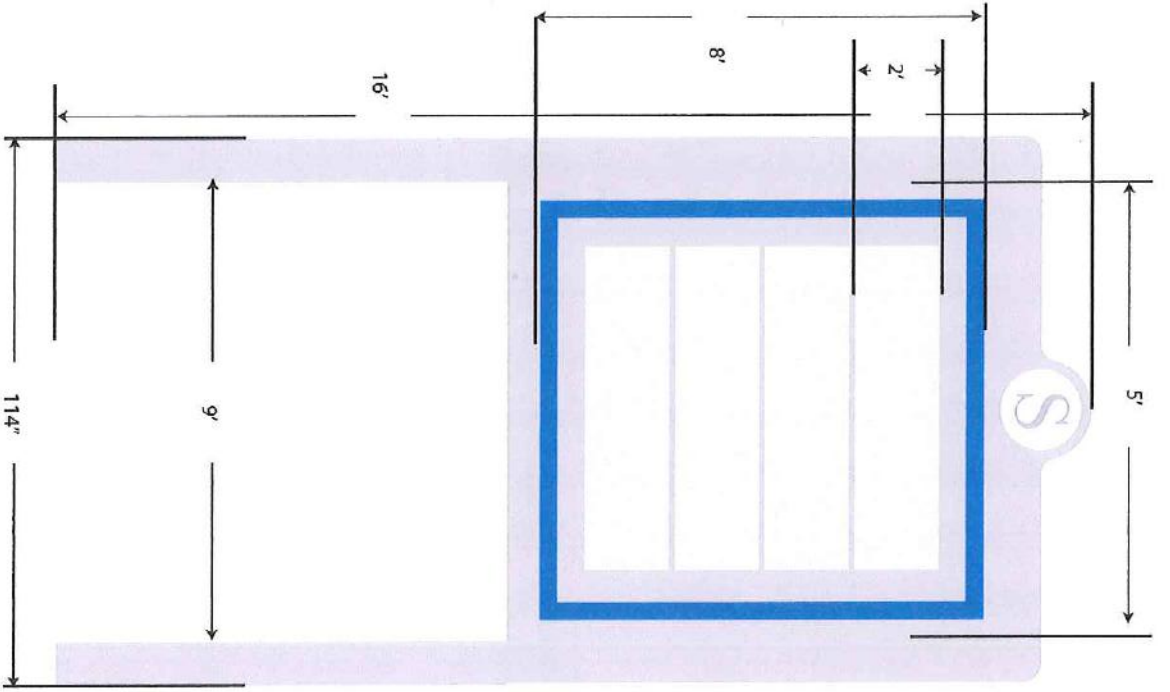
I, _____ (applicant), do hereby swear that the above statements are true.

Signature of Applicant Date

Signature of Property Owner Date

I, _____ (property owner), hereby give permission for City of Farmington officials, staff, and consultants to go on the property for which the above referenced site plan is proposed for purposes of verifying information provided on the submitted application.

<u>City Action</u>
Approved/Denied: _____
Date: _____
By: _____
Conditions of Approval: _____



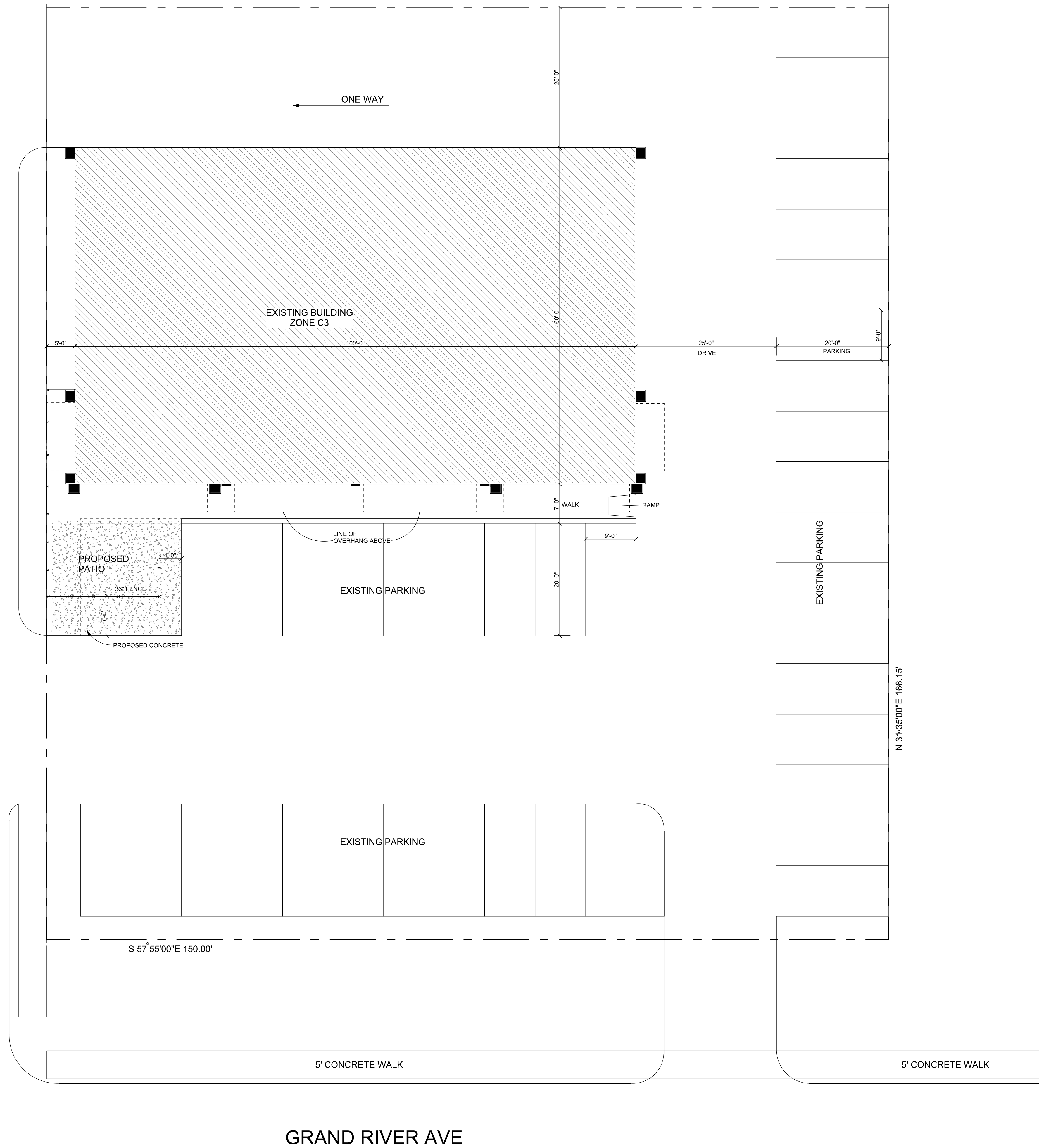
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FACE COLOR: White	TYPE OF INSTALL:	TRANSFORMER: Led Driver	DATE: 05/15/15
RETURNS COLOR: Black/ Grey	TYPE OF FACE: Lexan	BALLAST: N/A	JOB NO.: 2134
RETAINER COLOR: Black/ Grey	RACEWAY: D, H, L, N/A	COMMENTS: N/A	JOB NAME:
LED COLOR: White	HOUSING: N/A	SALS PERSON: MARK CHALOU	ADDRESS: N/A

Attachment: Dolphin Center Facade and Site Improvements Application and Rendering (1936 : Facade



 National Award Winning Signage
 Mark Chalou
 Tel 734.426.5575
 Fax 734.426.7780
 Cell 734.201.2115
 chaloudesigns@att.net
 www.charlondesigns.com

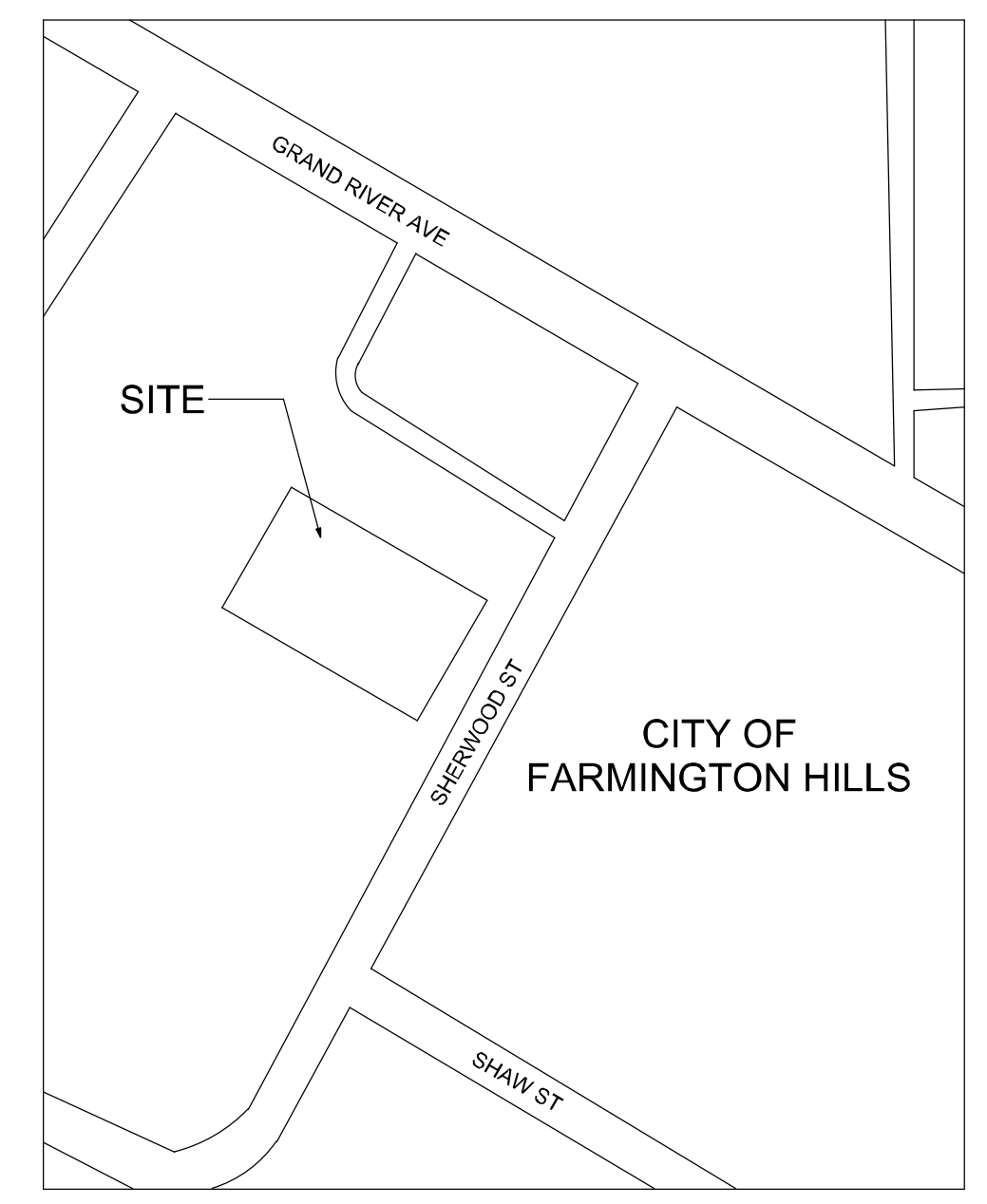
SHERWOOD AVE 50' WIDE



GRAND RIVER AVE

SITE PLAN

SCALE: 1" = 10'



LOCATION MAP

NO SCALE

OWNER

SAL PELLERITO
31691 GRAND RIVER AVE
FARMINGTON, MI 48336

LEGAL DESC

A PARCEL OF LAND BEING A PART OF LANDING THE SOUTHEAST OF SECTION 37.1 IN R92, CITY OF FARMINGTON, OAKLAND COUNTY, MICHIGAN AND LOT 11 OF COURSE SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 27, T1 N, R9 E, CITY OF FARMINGTON OAKLAND COUNTY, MICHIGAN, AS RECORDED IN LIBER 24 PAGE 20 OF PLATS, OAKLAND CO. REQUIRED DESCRIBED AS BEGINNING AT THE S.E. CORNER OF LOT 11, COURSE SUBDIVISION THENCE NORTH 89.48 89 WEST ALONG THE SOUTHERLY LINE OF LOT 11, 150.00 FT THENCE NORTH 31 DEG 35.00 E 166.15 FT TO THE SOUTHERLY LINE OF GRAND RIVER AVE (120.0' WIDE), THENCE SOUTH 57 DEG 55.00 EAST ALONG THE SOUTHERLY LINE OF GRAND RIVER AVE 150.00 E OF THE WESTERLY LINE OF SHERWOOD AVE (50.0 WIDE) THENCE SOUTH 31 DEG 35.00 WEST ALONG THE SAID LINE 163.80 FT TO THE POINT OF BEGINNING

31691 GRAND RIVER AVE
FARMINGTON, MI 48336

ISSUANCE:

- SCHEMATIC
- BIDDING
- MUNI SUBMITTAL
- CONSTRUCTION
- OTHER:

DRAWINGS SHALL NOT BE USED FOR CONSTRUCTION UNLESS INDICATED

NO.	DESC.	DATE

ISSUE DATE 06-04-15

DB F.P.

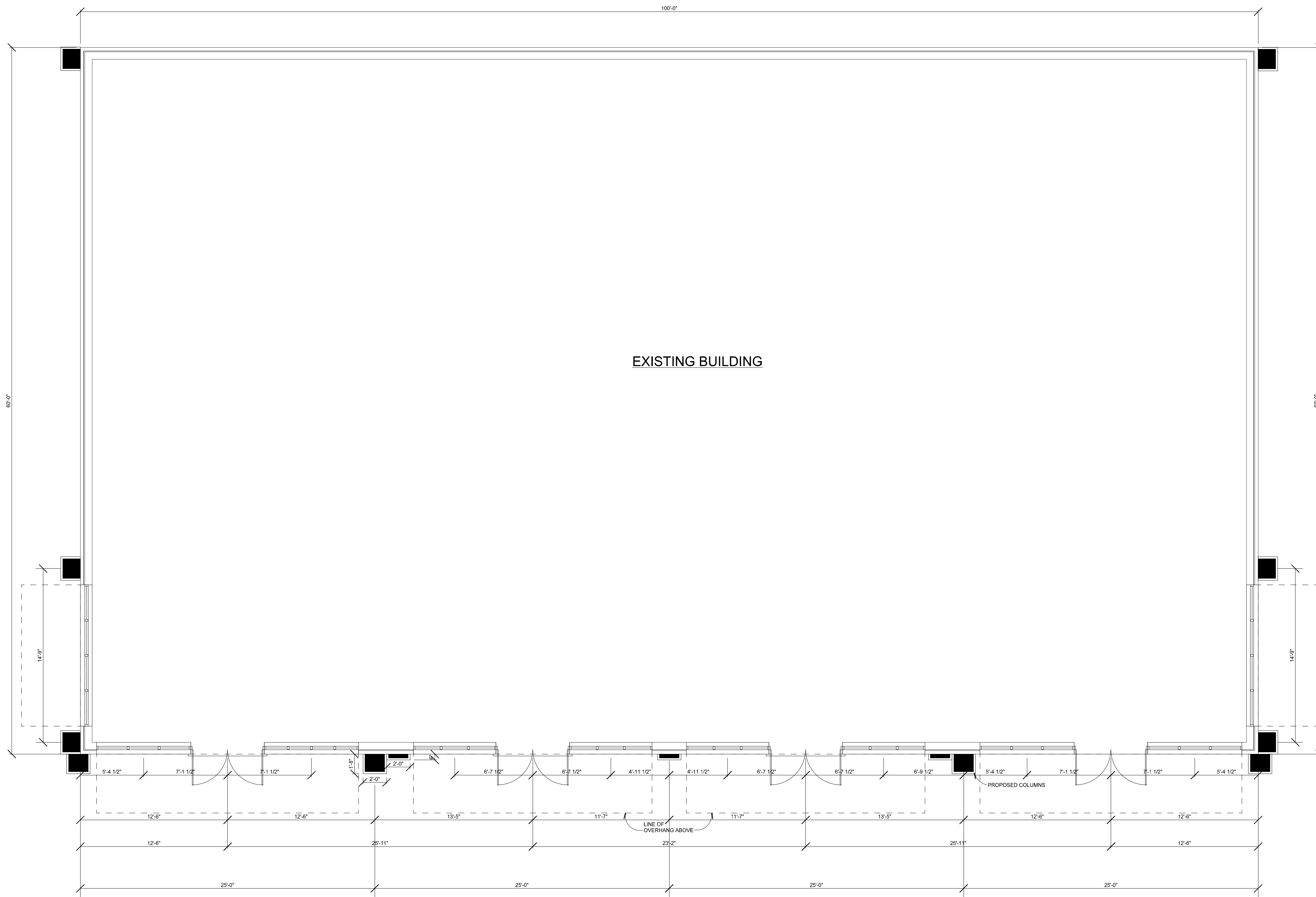
CB P.D.

SHEET

SP1

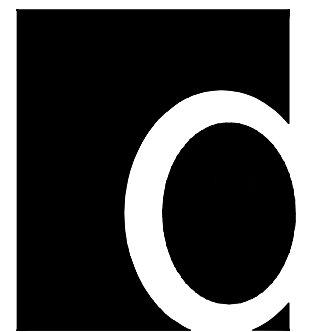
PROJECT NO. 15062

Attachment: Dolphin Center Facade and Site Improvements Plan (1936 : Facade and Site Improvements)



EXISTING BUILDING

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



D'Anna Associates
Architecture | Engineering
1055 SOUTH BLVD. E. SUITE 200
ROCHESTER HILLS, MI 48307
P 248-852-7702 F 248-852-7707
dannaassoc.com

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FARMINGTON, MI 48336



- ISSUANCE:
- SCHEMATIC
 - BIDDING
 - MUNI SUBMITTAL
 - CONSTRUCTION
 - OTHER:

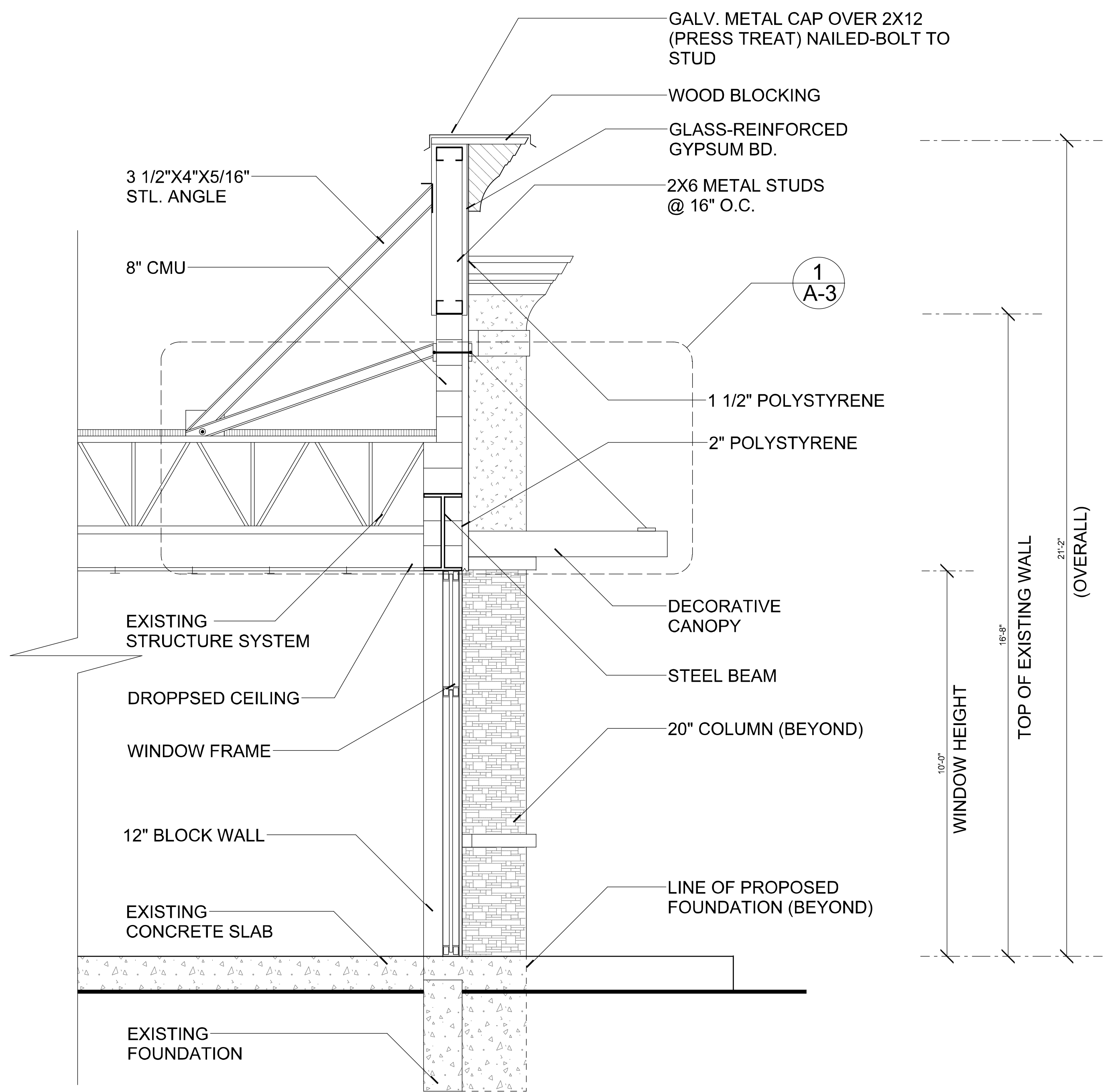
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NO. DESC. DATE

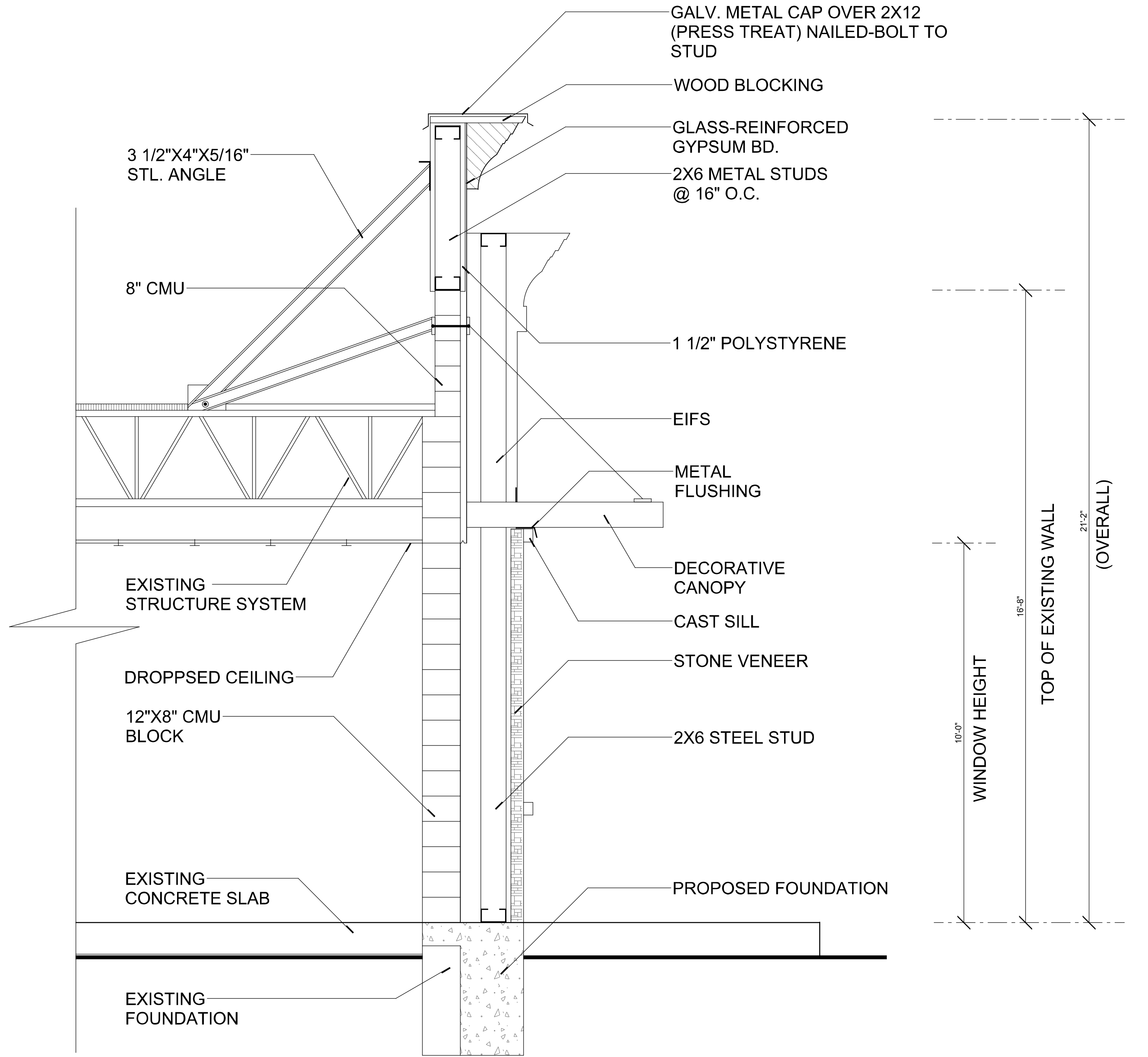
NO.	DESC.	DATE

ISSUE DATE 06-04-15
DB F.P.
CB P.D.

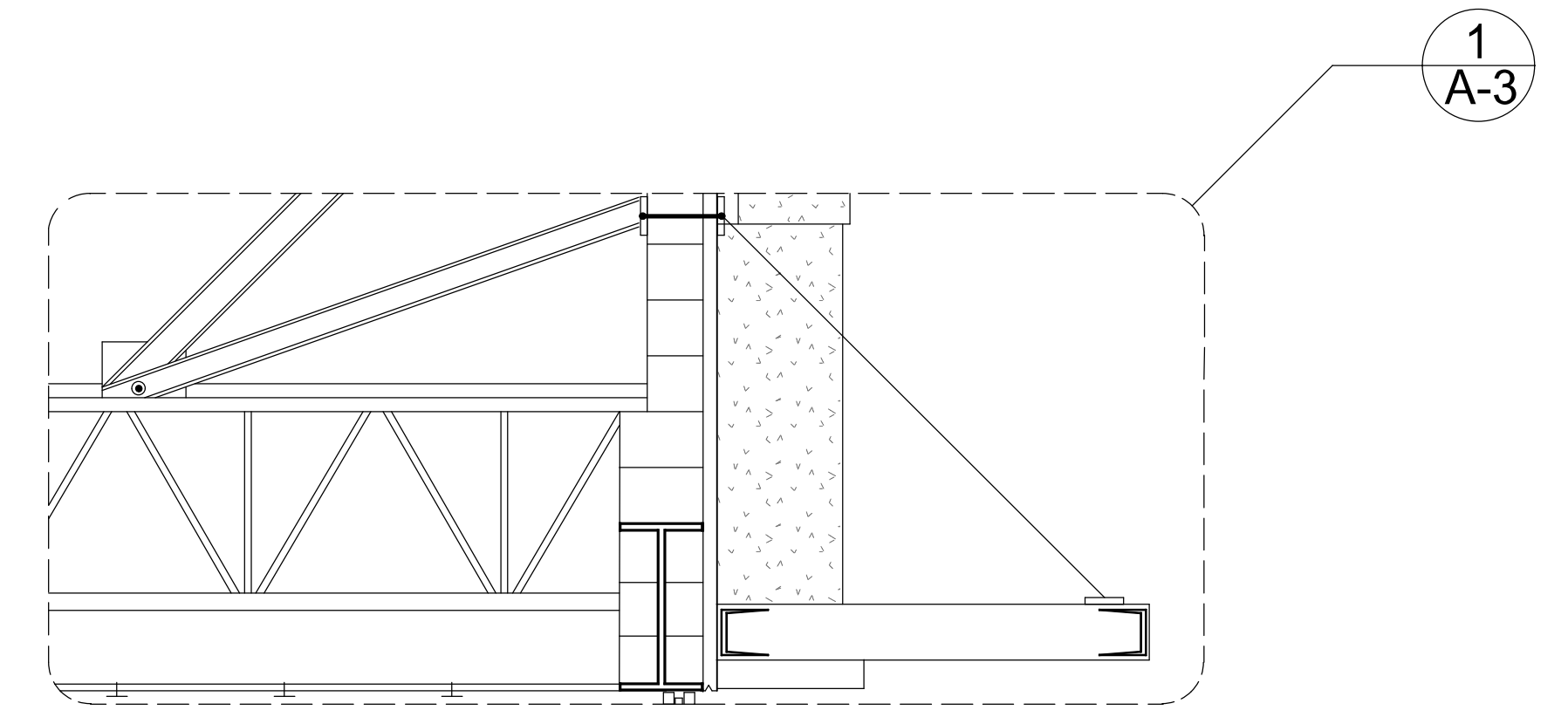
SHEET
A2
PROJECT NO 15062



1
A-1
WALL SECTION
SCALE: 1/2" - 1'-0"



2
A-1
WALL SECTION
SCALE: 1/2" - 1'-0"



D'Anna Associates
Architecture | Engineering
1055 SOUTH BLVD. E. SUITE 200
ROCHESTER HILLS, MI 48307
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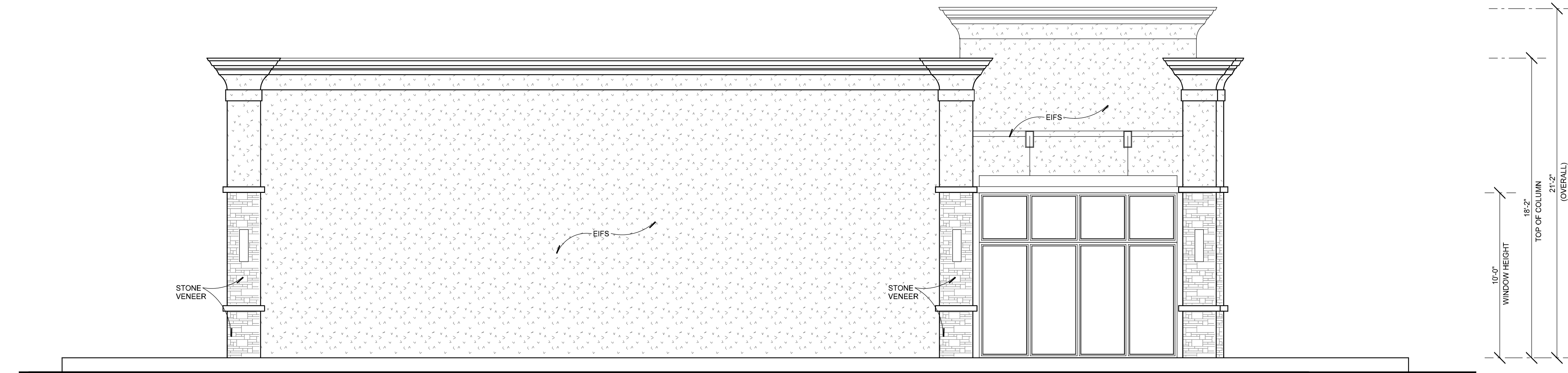
ISSUANCE:
 SCHEMATIC
 BIDDING
 MUNI SUBMITTAL
 CONSTRUCTION
 OTHER:
 DRAWINGS SHALL NOT BE USED FOR CONSTRUCTION UNLESS INDICATED

NO.	DESC.	DATE

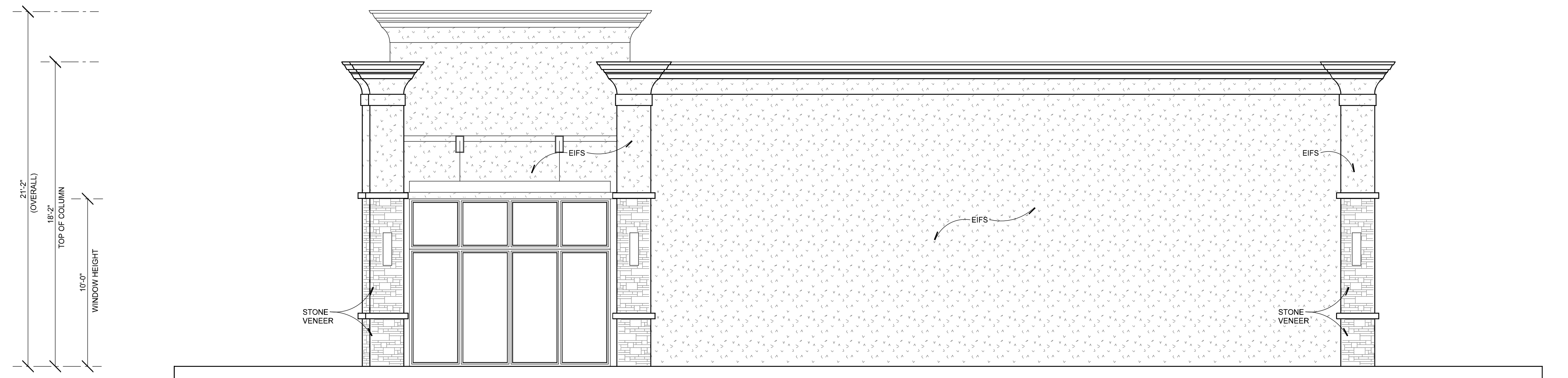
ISSUE DATE 06-04-15
 DB _____ F.P.
 CB _____ P.D.
 SHEET **A3**
 PROJECT NO. 15062



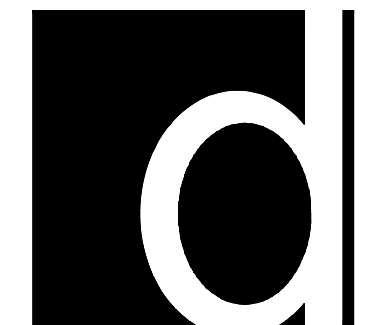
FRONT ELEVATION
SCALE: 1/4" - 1'-0"



LEFT ELEVATION
SCALE: 1/4" - 1'-0"



RIGHT ELEVATION
SCALE: 1/4" - 1'-0"

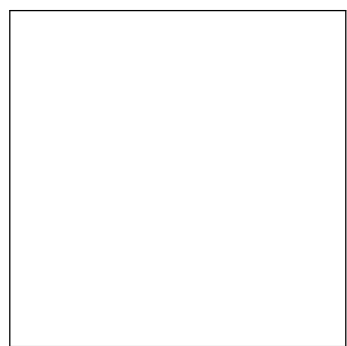


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FARMINGTON, MI 48336



- ISSUANCE:
- SCHEMATIC
 - BIDDING
 - MUNI SUBMITTAL
 - CONSTRUCTION
 - OTHER:

DRAWINGS SHALL NOT BE USED FOR CONSTRUCTION UNLESS INDICATED

NO.	DESC.	DATE

ISSUE DATE 06-04-15

DB F.P.

CB P.D.

SHEET

A3

PROJECT NO. 15062

**Farmington City Council
Staff Report**

Council Meeting Date:
July 13, 2015

**Reference
Number
(ID # 1937)**

Submitted by: Kevin Christiansen, Economic Community Development Director

Description: Request for Downtown Area Plan Adoption

Requested Action:

Approve

Background:

Agenda Review

Review:

Kevin Christiansen Pending

City Manager Pending

Planning Commission Pending 07/13/2015 7:00 PM

Farmington Planning Commission Staff Report	Planning Commission Date: July 13 2015	Reference Number 1937
--	---	-------------------------------------

Submitted by: Kevin Christiansen, Economic and Community Development Director

Description Presentation and Discussion – Downtown Area Plan

BACKGROUND

At their April 29, 2015 meeting, the Farmington Downtown Area Plan Committee approved the final draft 2014/2015 Downtown Area Plan. The purpose of this item is to review the Plan completed by the Downtown Area Plan Committee and to consider adoption of the Plan as part of the City of Farmington Master Plan and Comprehensive Planning Program.

This plan was presented at the June 8th Planning Commission meeting. Revisions were made to the plan based upon the discussion during that meeting. The final plan is now presented at this meeting and adoption is requested.

Attachment

Attachment: Staff Report - Downtown Area Plan Adoption (1937 : Downtown Area Plan Adoption)



Prepared for:
CITY OF FARMINGTON
 23600 Liberty Street
 Farmington, MI 48335



Prepared By:
OHM ADVISORS
 101 Mill Street, Ste. 200
 Gahanna, Ohio 43230



DRAFT 5-14-2015



Attachment: City of Farmington - Downtown Area Plan 5-26-15 (1937 : Downtown Area Plan Adoption)

DRAFT 5-14-2015 CONTENTS

- 01 INTRODUCTION
 - 1.1 IMPETUS FOR THE PLAN
 - 1.2 PLANNING APPROACH
 - 1.3 PLAN GOALS AND OBJECTIVES
 - 1.4 PLAN STRUCTURE
 - 1.5 HOW TO USE THE PLAN
 - 1.6 PROJECT STUDY AREA

- 02 DEVELOPMENT ANALYSIS
 - 2.1 VISION PLAN
 - 2.2 MARKET ANALYSIS
 - 2.3 CURRENT DEVELOPMENT TRENDS

- 03 DEVELOPMENT CONCEPTS
 - 3.1 DEVELOPMENT PRINCIPLES
 - 3.2 OVERALL DEVELOPMENT PROGRAM
 - 3.3 DEVELOPMENT AREA A + B
 - » OPTION 1
 - » OPTION 2
 - » OPTION 3
 - » OPTION 4
 - 3.4 DEVELOPMENT AREA C
 - 3.5 DEVELOPMENT AREA D
 - 3.6 DEVELOPMENT AREA E





Attachment: City of Farmington - Downtown Area Plan 5-26-15 (1937 : Downtown Area Plan Adoption)

01 INTRODUCTION

EXECUTIVE SUMMARY



The Farmington Downtown Area Plan serves as a blueprint to guide the development of Downtown Farmington and its surrounding area. The Plan was born out of findings from the Farmington Vision Plan, which was completed in 2013. In addition, a market study and an analysis of current trends were considered to inform the development of the Plan, which ultimately informed the type and amount of development that is proposed for the district and elevates the area to the highest and best use. The result of this process is a plan that is informed by the wants and needs of the community and guided by the realities of the marketplace.

In addition to creating a vision which guides the development potential of the area, this document also outlines a vision and plan for the redevelopment of Shiawassee Park. The goal was to develop a vision for the park that would enhance connections between the park, surrounding neighborhoods, and the Downtown, creating an integrated urban fabric. By creating these connections, access to Downtown is greatly improved, and opportunities for new community programming can be achieved, which will help build community pride and spirit, and complement future infill development in the area.

Specific recommendations for future development in the downtown are also illustrated within this Plan. A variety of development concepts for various focus areas are included. Collectively the concepts illustrate a vision and plan to accommodate approximately 150 new apartments within the area, with a target market absorption of next two years. Adding these residential units into the area increases the functionality of Downtown and makes it a place where people can live, work and play. The recommendations for the mix of units and prices are informed by a market assessment which takes into account immigration for residents moving up and down the housing spectrum within the community, as well as attracting and serving new residents from out of town.

As a whole, this Plan outlines a vision and path to guide future public and private improvements that will elevate the economic competitiveness of the area, and enhance the overall quality of life for Farmington residents. The Plan will also serve as a road map for economic success that will continue to transform Downtown Farmington into a first class local and regional destination in Southeast Michigan.

PURPOSE OF THE PLAN

GUIDE...

...the community in evaluating proposed public, private, or public/private projects

INFORM...

...and guide property owners, prospective property owners, and developers as to what is needed, desired, and acceptable to the City

MEASURE...

...progress and effectiveness in the development and redevelopment of the area to ensure projects have synergistic qualities that strengthen the community as a whole

1.1 IMPETUS FOR THE PLAN

In 2013 the City of Farmington conducted a planning process with the goal of establishing a vision for the community. The result was the Farmington Vision Plan, which defined a vision and set of priority actions necessary to achieve the vision.

The visioning process brought together a diverse group of citizens to partake in a discussion that identified shared values and goals within the community and specific actions to realize them. Through this visioning process, it was clear two of the community's top priorities are promoting new economic growth and continuing to develop and enhance the downtown.

The Downtown Area Plan outlines a vision and plan to support and implement these two important outcomes of the Vision Plan. The elements found within this Plan outline a development plan for targeted areas in the downtown that enhance the overall City and improve the downtown. The Plan is informed by additional community and stakeholder input, as well as a detailed market study which guided the overall development plan for the area.

As a whole, this plan outlines a vision and path to guide future public and private improvements that will elevate the economic competitiveness of the area, and enhance the overall quality of life for Farmington residents.

1.2 PLANNING APPROACH

The planning process to prepare the Area Plan was based on a balanced approach that included City input, market analyses, and an evaluation of the current economic conditions. An ad hoc committee was formed by the City Manager to drive the project process in a focused and informed way. The process also integrated a market and economic analysis to ensure the vision and plan was balanced with economically viable solutions. Overall, a truly comprehensive and integrated approach was followed to create a plan for the downtown, one that would fully integrate land use, transportation, parks and public spaces, economic development, and other physical elements.

1.3 PLAN GOALS AND OBJECTIVES

In evaluating the challenges and opportunities in the downtown, and discussing the needs of the City, the planning team developed a plan to meet the current challenges, and assist the City in carefully evaluating future development, open space, and connectivity opportunities in the Downtown area.

The Plan focuses on the impact of public and private sector investment and land-use policy, and coordinates future development with other public improvements and land-use activities. Specific Plan goals include the following:

1. A refined development plan that will respond to market conditions.
2. A vision and plan for future public improvements (with a focus on the Rouge River and Shiawassee Park) that will elevate the economic competitiveness of the area.
3. Analysis and consideration of the market conditions in the area to inform the development of a plan that responds to market place conditions.
4. Redevelopment concepts to define the development capacity for targeted parcels/areas.
5. A menu of development standards and incentives that will assist in the redevelopment of the area.
6. A marketing package with high quality graphics, market data, and specific incentives to assist in marketing the study area to the private sector.
7. Create a guide to inform and strengthen partnerships with Farmington Schools.



1.4 PLAN STRUCTURE

This Plan is organized into three main sections: introduction, development analysis, and development concepts. This introduction section addresses the elements that led to the creation of the Plan. Below is a description of the remaining two sections.

DEVELOPMENT ANALYSIS

This section outlines the key finding from four areas that informed the development of the plan:

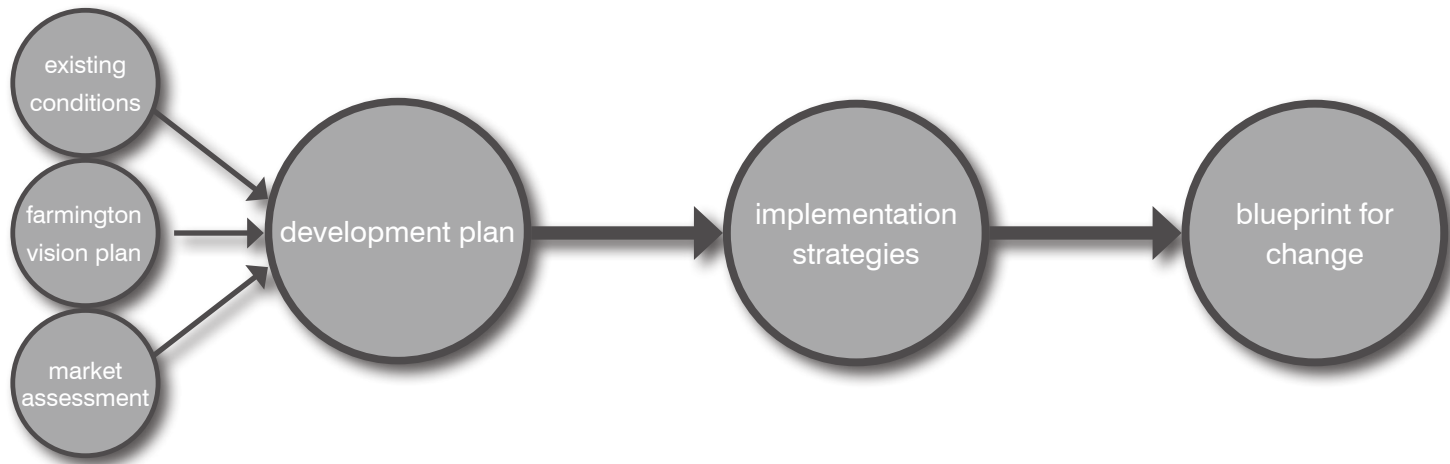
- Existing conditions in the area
- Key recommendations of the Farmington Vision Plan
- Key findings from the market study
- Current national development trends

Each of these elements balances the local intuitive knowledge of the community with focused technical understanding of the sites and the market conditions and opportunities.

DEVELOPMENT CONCEPTS

This section clearly illustrates how future growth and development in the study area should take place. Within this section are specific recommendation for the study area as a whole, as well as subareas that are more targeted parcels and nodes. Recommendations are specific to the programing of these areas, development capacity, as well as character and public amenities. The plan is intended to be a blueprint for future development, yet flexible as changes in the market occur. It is the intention of the plan to guide and inform future development in a general sense.

It is recognized that future development will likely vary from the Plan as public will and perceptions change, and financial considerations and market conditions may vary.



1.5 HOW TO USE THE PLAN

The Plan is intended to be used on a daily basis as public and private decisions are made concerning new development, redevelopment, capital improvements, economic incentives, and other matters affecting Downtown. The following is a summary of how decisions and processes should align with the Plan.

1. Annual Work Programs and Budgets

Individual City departments and administrators should be cognizant of the contents of the Plan when preparing annual work programs and budgets.

2. Development Approvals

Administrative and legislative approvals of development proposals, including rezoning and subdivision plats, should be a central means of implementing the Plan. Decisions by elected and appointed officials should reference relevant Plan recommendations and policies. City plans and codes should also reflect and support the vision and recommendations in the Plan.

3. Capital Improvement Program

The City's Capital Improvement Program (CIP) should be prepared consistent with the Plan's land use policies and infrastructure recommendations. New improvements that are not reflected in the Plan, which could dramatically impact the Plan's land use recommendations, should necessitate a minor update to the Plan.

4. Economic Development Incentives

Economic development incentives should be reviewed to ensure consistency with the recommendations of the Plan.

5. Private Development Decisions

Property owners and developers should consider the goals and strategies of the Plan in their land planning and investment decisions. Public decision-makers will be using the Plan as a guide in their development deliberations such as zoning matters and infrastructure requests. This Plan should be used as a tool by the City to clearly communicate to property owners and developers the overall vision for what is desired within the downtown area.

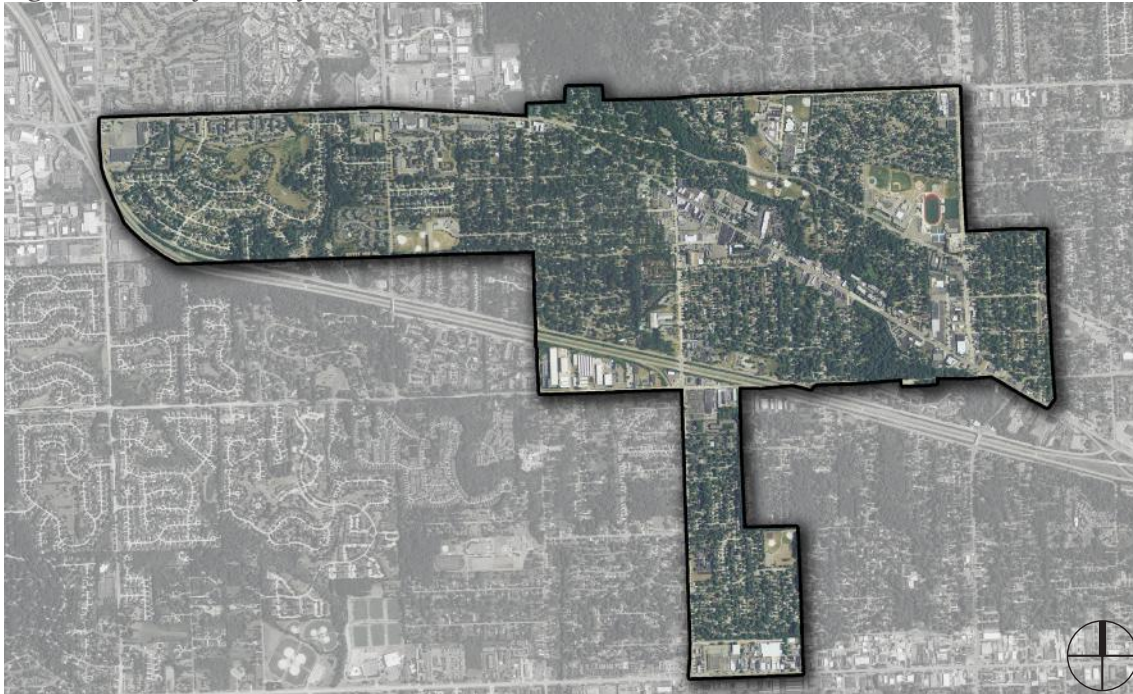
6. Be Flexible

The Plan is intended to serve as a guide to help the City, development community, and local residents plan for the redevelopment of Downtown. The Plan is intended to be flexible and fluid, and should be updated and amended as appropriate. As projects, policies, and programs develop over time they may not look exactly like the images in the document, but they should address the intent of the plan. The sketches and descriptions herein provide a broad sense of how particular projects may function within these sites and provide a sense of what is acceptable to the City and its residents from a development standpoint.

1.6 PROJECT STUDY AREA

The entire study area encompasses approximately 73 +/- acres in the downtown, and is generally defined as the area east of Warner Street, north of Grand River and west of Power Road (see Figure 1.1). Additionally the study area is broken down into smaller subareas that are addressed both individually and collectively throughout the Plan (see Figure 1.2). The include a collection of parcels both public and privately owned, most notably the Maxfield Training Center, the Farmington Schools Administration Building and bus garage, as well as Shiawassee Park. While the study area is a defined area, there are many parcels and buildings/businesses that are existing and likely to remain. These areas both had economic, social, or historical value, and complement the overall Plan. The intent was to create a plan that left these areas intact while considering how they would advance the future plans for the area.

Figure 1.1 - Project Study Area



Attachment: City of Farmington - Downtown Area Plan 5-26-15 (1937 : Downtown Area Plan Adoption)

Figure 1.2 - Project Subareas



Attachment: City of Farmington - Downtown Area Plan 5-26-15 (1937 : Downtown Area Plan Adoption)



Attachment: City of Farmington - Downtown Area Plan 5-26-15 (1937 : Downtown Area Plan Adoption)

02 DEVELOPMENT ANALYSIS

INTRODUCTION

To support and guide the recommendations and concepts in this Plan a number of elements were considered. Specifically this included the key findings from the Farmington Vision Plan, a market assessment, and market trends.

The market assessment evaluated the residential market potential in the Downtown area. The market study was based on the analyses of the area including the existing and anticipated rental housing market and the past and future trends in the residential market, demographics, the economy, housing demand, and the downtown location in the market area. The study evaluates past, current, and future trends in the area; the impact of those trends on rental housing alternatives; current rental housing alternatives; need and market support for additional rental housing; and any proposed additions to the area rental base.

SECTION ELEMENTS

This section includes an analysis of the market conditions within the Farmington area. The following elements were analyzed as part of this market assessment.

- Demographics
- Current Rental Market
- Market Conditions
- Housing Continuum
- Current Trends
 - » Millennials + Boomers
 - » Place First
 - » Lending Environment
 - » Buying vs. Renting
 - » Household Structure
 - » Healthy + Sustainable
 - » Walkability + Connectivity



2.1 VISION PLAN - WHAT DID IT SAY?

The Farmington Vision Plan was the result of an intensive six month citizen-based initiative to answer the underlying question “What is needed for Farmington to be the best that it can be in the future?” By working together as a community to answer this question, a holistic, collaborative vision and action plan was created.

The vision process brought together a diverse group of citizens to chart a course toward a common future that reflects the community’s shared values. It identified initiatives for quality of life in the City—from arts and culture to economic health, to community activities. It also presented specific actions to realize a desired future.



Through the process more than 300 community members participated in the process through five different public meetings generating more than 250 ideas that informed the development of the vision. The end result was six vision initiatives. These initiatives are outlined below.

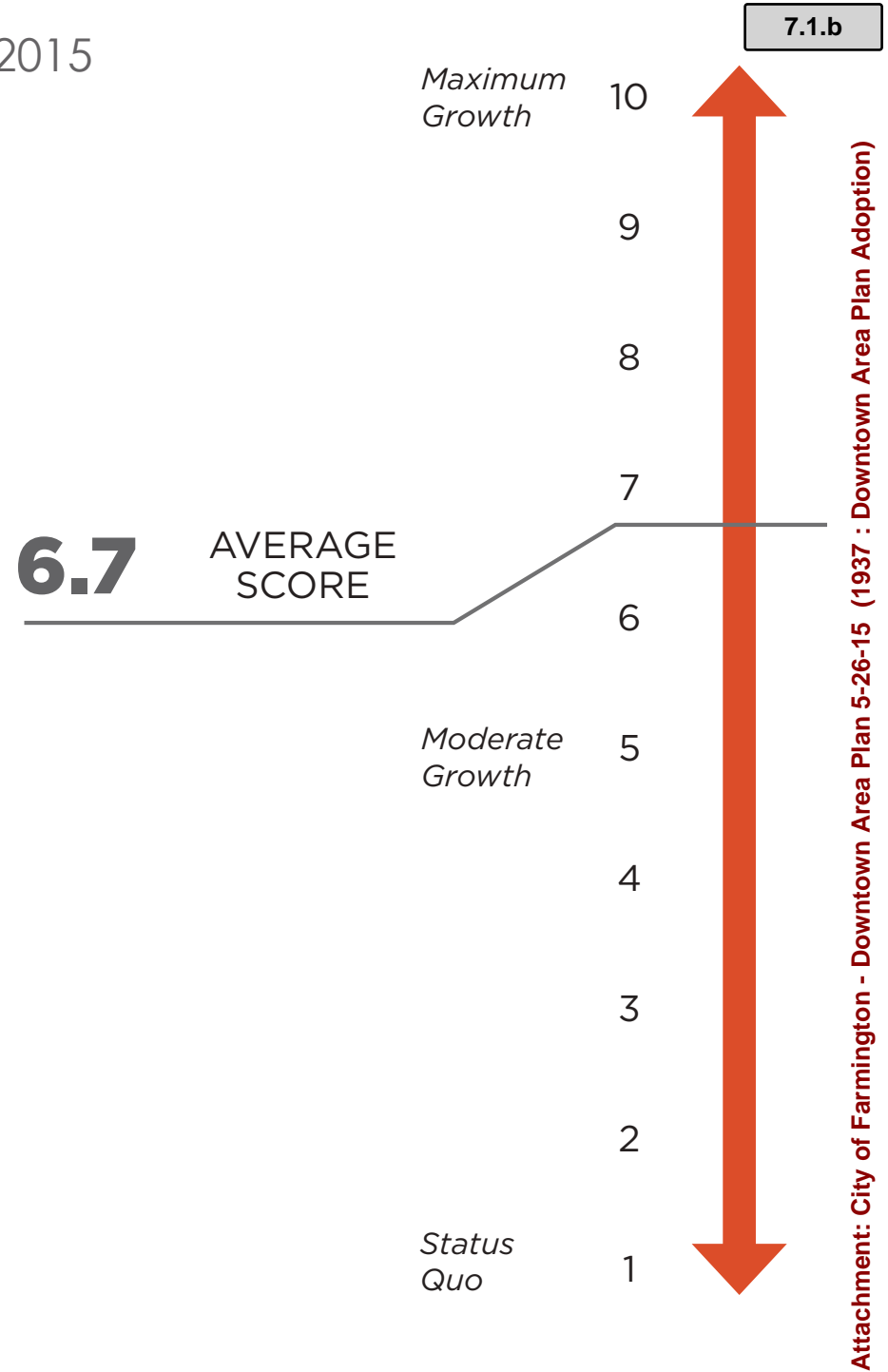
- **Staying Connected** – A community with a complete transportation system where people can easily travel by foot, bicycle, transit, and car.
- **Getting Active** - A community that is served by both passive and active greenspaces that enhance the overall quality of life in the community and complement economic growth.
- **Community Oriented** - A community that embraces and promotes community and cultural events that bring people together.
- **Economically Competitive** - A community that promotes growth and development which builds and strengthens the local economy.
- **Fiscally Balanced** - A community that strives to balance revenue sources through new growth and funding opportunities.
- **Accessible and Diverse** - A community with a range of housing types that attracts the creative class, millennials, and baby boomers.

These initiatives were then prioritized by community participants. Staying economically competitive was given the highest level of priority by the community, followed by being accessible and diverse (providing a range of housing choices).

An additional question was asked as part of the vision planning process to determine where and how to grow in the community to stay economically competitive and promote new housing choices. The Question was, "Should the City maintain the status quo, embrace moderate growth (some growth inward and up in height) or allow for maximum growth (grow outward, inward, and up in height). On a scale of 1-10 (one being status quo and ten being maximum growth) what do you think the future of Farmington should look like?" Participants indicated a preference for moderate to maximum growth with an average "growth score" of 6.7.

To determine where to grow various sites/areas around the community were identified as growth opportunities, the downtown area, and specifically the Maxfield Training Center and surrounding properties were identified has a high priority for new development.

This plan is the implementation of these key initiatives and priorities as identified and outlined in the Farmington Vision Plan.



2.2 MARKET ANALYSIS

METHODOLOGY

The methodology used in this study is centered on three analytical techniques: the Effective Market Area (EMA) principle, a 100% data base, and the application of data generated from supplemental proprietary research.

THE EFFECTIVE MARKET AREA (EMA) PRINCIPLE

An EMA is the smallest specific geographic area that will generate the most support for that development. This methodology has significant advantages in that it considers existing natural and man made boundaries and socioeconomic conditions.

SURVEY DATA BASE

This survey employs a 100% data base. In the course of a study, field analysts surveyed not only the developments within a given range of price, amenities, or facilities, but all conventional developments within the EMA.

PROPRIETARY RESEARCH

Central to the results of this market study are the regional and national trends recognized from more than 1,500 communities. Rents, units and project amenities, occupancy levels, rate of absorption, and rent/value relationships of other studies are used in the research conducted in this study.

EFFECTIVE MARKET AREA

The Effective Market Area for this study included Farmington and parts of Farmington Hills, Livonia, Novi, and the eastern portions of Redford Township and Southfield. Specifically, the Site EMA is bounded by West 14 Mile to the north, Inkster Road and Telegraph Road to the east, Interstate 96 to the south, and Haggerty Road, Meadowbrook Road, and State Route 5 to the west.

Based on the characteristics of the Site EMA, a field survey of existing rental housing development, an analysis of the appropriateness of the site for the proposed development, and a demographic analysis of the Site EMA, support levels can be established for additional multifamily rental development.

FIGURE 2.1 : STATE REFERENCE



EFFECTIVE MARKET AREA INDICATORS

Demographics



Population - 2010
170,295

Households - 2010
70,459

Average Family Size - 2010
2.39

Income



Median Household Income - 2012
\$65,441

Average Household Income - 2012
\$84,902

Per Capita Income - 2012
\$35,300

Housing



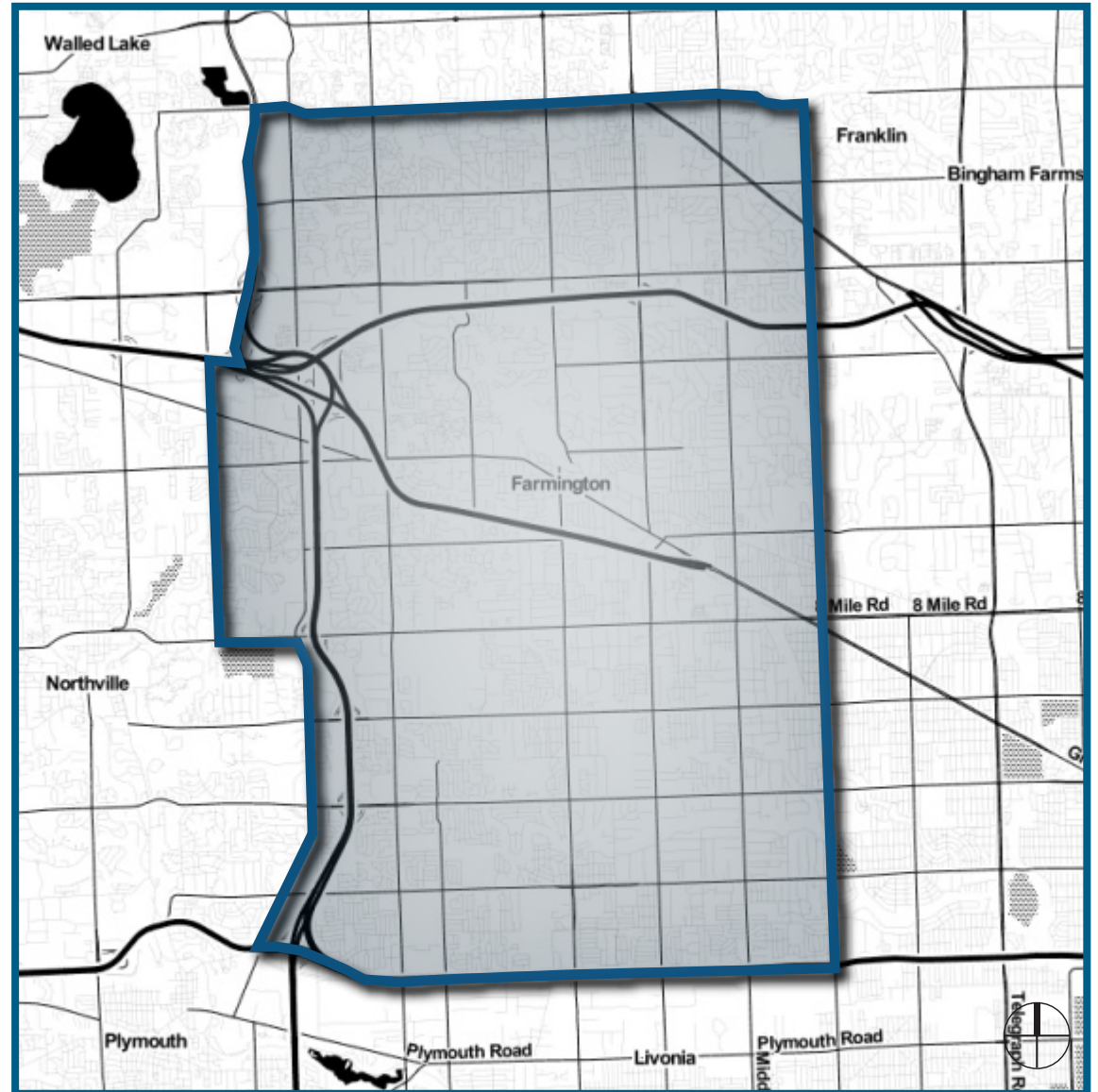
Owner Occupied - 2010
68.80%

Renter Occupied - 2010
25.1.0%

Median Home Value - 2012
\$143,908

Source: ESRI

FIGURE 2.2: EFFECTIVE MARKET AREA



Attachment: City of Farmington - Downtown Area Plan 5-26-15 (1937 : Downtown Area Plan Adoption)

MARKET ASSESSMENT KEY FINDINGS

- The Farmington EMA is significantly under served with upscale apartment communities as demonstrated by a very low vacancy rate and relatively high rents.
- Further, most apartment communities in the EMA are aging, many are becoming functionally obsolete.
- Based on current market conditions it has been determined the Farmington area could support approximately 400 to 500 units over a 4-6 year period.
- A wide mix of product type and rent ranges in the upper market ('high end') should be considered.
- There is strong market potential to support 100 - 200 units in a true urban mixed-use environment.

A thorough analysis of the existing and potential residential market conditions and opportunities was conducted as part of this study. This included the following analyses:

- *Analysis of the overall EMA rental housing market*
- *Historical housing trends*
- *Current market conditions based on 100% field survey of modern apartments*
- *Appropriateness of the site for the subject development*
- *Current and expected economic and household growth conditions*
- *Area apartment demand factors, including income-appropriate households*
- *Support from existing multifamily renters (step-up/down support)*
- *A trend line analysis, based on a "rent by comparability index" evaluation of all conventional developments within the Site EMA, is used to evaluate rents for the proposed development*
- *Floor plan analysis and comparison with comparable product*



MARKET CONDITIONS

Vacancies are relatively low in the market area, indicating the rental housing supply is limited and demand is high.

A total of 13,141 conventional apartment units in 74 projects were surveyed in the EMA (not including 64 units under construction). A total of 12,075 of these units are in 68 market-rate developments. (The remaining 1,066 units are located in 6 subsidized developments.) Table 2.1 shows the analysis of the residential units surveyed in this market.

Among market-rate developments, 42.6% are 100.0% occupied, accounting for 27.9% of the total units. Only 22.1% of all developments had occupancies below 95.0%. Vacancies are relatively low in the market area, and the market appears limited by supply rather than demand (see Table 2.1). The apartment base within the EMA contains a well-balanced distribution of one- and two bedroom units, with 44.1% and 54.0%, respectively.

While there is generally an aging residential stock in the market area, rents have continued to increase annually.

Rents in the EMA have increased at an average of 1.8% per year over the past several years. It is estimated that 95.6% of the market-rate units surveyed were constructed and opened before 1990. These older developments contain a combined total of 11,883 units with 428 vacancies, a 3.6% vacancy rate (see Table 2.2).

**TABLE 2.1:
DISTRIBUTION OF CONVENTIONAL MARKET-RATE
APARTMENTS AND VACANCY RATE**

Unit Type	Number	Percent	Vacancy Rate
Studio	56	0.5%	1.8%
One-Bedroom	5,328	44.1%	1.8%
Two-Bedroom	6,524	54.0%	1.2%
Three-Bedroom	167	1.4%	1.8%
Four-Bedroom	0	0.0%	-
TOTAL	12,075	100.0%	1.5%

**TABLE 2.2:
MEDIAN AND UPPER-QUARTILE RENTS AND
VACANCIES**

Unit Type	Median Rents	Overall Vacancy Rate	Upper -Quartile		
			Rent Range	Number of Units	Vacancy Rate
Studio	\$450	1.8%	\$470-\$485	14	0.0%
One-Bedroom	\$725	1.8%	\$821-\$1,051	1,332	1.2%
Two-Bedroom	\$915	1.2%	\$1,065-\$1,400	1,631	0.9%
Three-Bedroom	\$1,065	1.8%	\$1,655-\$1,701	42	4.8%
Four-Bedroom	-	-	-	-	-

HOUSING CONTINUUM

A continuum of housing options is critical in supporting both lower end and higher end residential units. A broad range of rental prices and units should be available to allow residents to “step-up and -down” through the rental market.

Step-up/down support is a critical factor in projecting absorption because it directly measures the depth of potential support from the households most likely to move to the subject site. Step-up/down support is best expressed as a ratio of proposed units to potential support. A lower ratio indicates a deeper level of market support, while a higher ratio indicates a lower level of potential support from conventional renters.

Step-down support represents existing renters within the Site EMA who should perceive the proposed development as offering a greater value at a rent lower than or equivalent to their current rent. Typically, this value results from renters who would perceive the subject site as a higher-quality project at an equal or lower rent, or as a project of quality similar to their current unit but at a lower rent.

The step-down base includes all units with higher rents than the subject site, but lower or equivalent comparability index ratings within the Site EMA. At the proposed rent levels, the step-up/down support base totals 2,528 units. The proposed 150-unit development represents only 5.9% of the total step-up/step-down support base, an excellent ratio. A break down of step-up and-down support is shown in Table 2.4.

Table 2.5 displays where the projected support will come from for the proposed development and compares it to the typical make up of geographic support.

TABLE 2.4: DISTRIBUTION OF STEP-UP/STEP-DOWN SUPPORT

Unit Type	Step-Up Support	Step-Down Support	Total
One-Bedroom	950	434	1,384
Two-Bedroom	1,051	-	1,051
Three-Bedroom	93	-	93
TOTAL	2,094	434	2,528
Units Proposed	150		
Ratio of proposed units to potential step-up/step-down support base	5.9%		

TABLE 2.5: GEOGRAPHIC SUPPORT

	Typical Support	Anticipated Support
Internal Mobility		
Apartment	50%	55%
Other	20%	15%
External Mobility	30%	30%
TOTAL	100%	100%

MARKET POTENTIAL

There is an immediate demand for approximately 150 units within Downtown Farmington in the next 12 months with the potential of upwards of over 400 units in a 5 year period.

that Downtown Farmington could support an additional 400 to 500 units over the next 4- to 6-year period. In order to achieve these additional units, a wide range of product type, amenities, and rent ranges need to be supplied. This should also feature at least some of the product in a true mixed-use environment.

The Farmington Effective Market Area is significantly underserved by upscale apartment units as demonstrated by very low vacancy rate and relatively high rents. According to the market assessment, Downtown Farmington has the ability to absorb an average of 11 to 12 units per month with the possibility of absorbing up to 14 to 16 units per month. With this market, 150 units can be supported in the first year. The market is also currently made up highly of older, often functionally obsolete apartment communities that lack the features current residents expect. With this in mind, it is clear

TABLE 2.6: PROPOSED RESIDENTIAL DEVELOPMENT

Unit Type	Number	Square Feet	Rents at Opening*	Rent Per Square Feet
One-Bedroom / 1.0 Bath Garden	36	725	\$975	\$1.35
Two-Bedroom / 2.0 Bath Garden	82	1,050	\$1,275	\$1.21
Three-Bedroom / 2.0 Bath Garden	18	1,200	\$1,500	\$1.25
Three-Bedroom / 2.5 Bath Townhouse Attached Garage	8	1,250	\$1,595	\$1.28
TOTAL	150			

*2015

2.3 CURRENT DEVELOPMENT TRENDS

MILLENNIALS + BOOMERS

Millennials (1981-1999) and Baby Boomers (1946-1964) make up the largest share of the nation’s population (53% total). As a result, the trends for each of these generation groups have a large impact on the market. Baby Boomers value housing that is close to entertainment, retail, and medical services while Millennials looks for locations that are diverse, walkable, and offer plentiful entertainment and employment opportunities. Baby Boomers prefer to live in Small Towns/Rural locations or Suburbs while Millennials prefer suburban city living.

PLACE FIRST

Current trends indicate a swing in how individuals choose where to live. A growing number of Millennials choose where

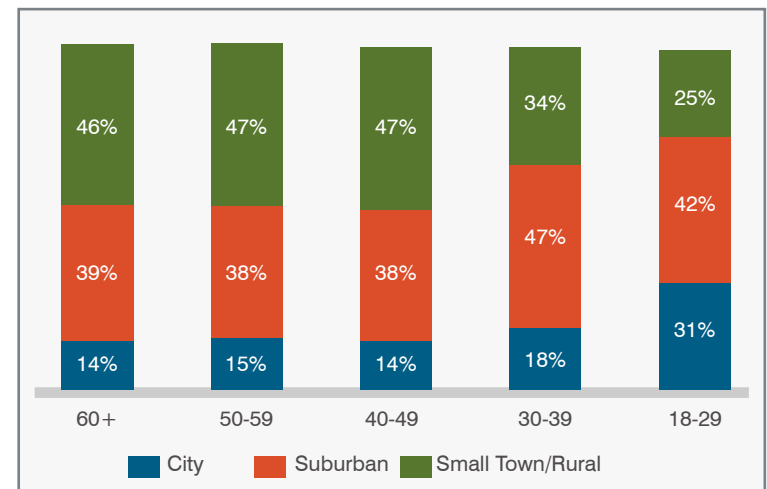
they want to live first and then resolve the logistics of finding employment and housing in their desired location. Millennials seek destinations that offer a superior quality of life and ample amenities. They have a preference for in-town areas and inner suburbs that feature diversity and walkability in close proximity to jobs and entertainment. This is drastically different than past generations that first sought jobs and then moved to the location of their job. The result of this change is more competition for jobs and housing in popular urban areas that offer the desired amenities. A subsequent decrease in the desire to live in outlying suburbs, small towns, and rural areas follows as these locations lack the sought-after amenities and have less abundant opportunities for employment.

TABLE 2.7: NATIONAL POPULATION BY AGE GROUP

Generation	Born	2010 Age	2010 Population	2010 Percent of Nation
Eisenhowers	Before 1946	64+	41 million	13%
Baby Boomers	1946-1964	45-64	80 million	26%
Gen X	1965-1980	29-45	62 million	20%
Gen Y (Millennials)	1981-1999	1981-1989	85 million	27%
Gen Z (?)	2000 and After	0-10	42 million	14%

Source: ?

TABLE 2.8: LIVING AREA BY AGE GROUP



Source: 2011 National Community Preference Survey, National Association of Realtors, March 2011

LENDING ENVIRONMENT

Lending regulations have become markedly stricter allowing only the most qualified applicants access to financial resources, thus making it difficult to procure the financial resources needed to purchase and maintain a property.

BUYING VS. RENTING

While owning a home may be desired by some, current trends indicate that many individuals are more inclined to rent instead. Buying can offer a greater return on investment over time, but also carries a significant amount of financial risk as well as maintenance over time. Renting often does not carry the financial risk or maintenance of owning property. Longevity is also an important factor in determining whether to buy or rent. While owning typically involves a long-term commitment from the buyer, renting can offer short or long term living solutions and allows tenants the flexibility to move when desired or needed.

HOUSEHOLD STRUCTURE

As household population and structure evolve over time, subsequent changes in housing needs become apparent. The average family size in 2010 was 2.39 individuals per household. This number has decreased over time due to the large percentage of the population made up of Baby Boomers and Millennials that have smaller households than past generations. Many Baby Boomers are within the age range that they no longer have dependents living with them and many Millennials have not yet established families. This decrease in family size decreases the desire for large single-family homes that can accommodate a larger family and drives up the need for smaller, more versatile housing. Large single-family homes in

suburbs where an abundance of land is available are no longer the norm and there is a need for a variety of housing sizes and types to accommodate forward trends in household structure.

HEALTHY AND SUSTAINABLE

Healthy and sustainable initiatives can enhance the overall quality of life in a community and will attract talented individuals and high-quality investment. Such initiatives may include investment in park space, trails, and community amenities that promote a healthy lifestyle. Passive and active greenspaces can spur economic development not only by enhancing the quality of life for residents, but also by attracting regional visitors to signature outdoor parks and amenities.

WALKABILITY + CONNECTIVITY

An emphasis on a complete transportation system allows people to easily travel by foot, bicycle, transit, or car. Factors that influence walkability include pedestrian facilities such as sidewalks, cross walks, and wayfinding and signage. Bicycle connectivity is influenced by bike lanes and/or on-street sharrows, multi-use paths, and bicycle storage facilities. Public transit allows individuals to connect to both local and regional destinations. Communities that are easily navigable on foot are desired as more Millennials want to live in close proximity to employment and entertainment options and the ease and convenience of walkable and well-connected communities is preferred.



Attachment: City of Farmington - Downtown Area Plan 5-26-15 (1937 : Downtown Area Plan Adoption)

03 DEVELOPMENT PLAN

INTRODUCTION



The development plan paints the picture for the redevelopment potential and vision of specific areas in Downtown Farmington. The concepts displayed on the following pages are based on ideas that stemmed from the Vision Plan and informed by the market assessment. The main goals of the development plan is to create a better connected and economically viable Downtown while adding residents and continuing to beautify the area.

At the core of the development plan are principles that promote the existing assets of Downtown while improving connectivity, character, and community. These principles call for the addition of residential property into the downtown and an increase in opportunity for social interaction, recreation, and new commercial activity.

Through these and other principles the Plan blends public and private uses, recreational activity, integrated indoor and outdoor spaces, and a state-of-the-art park that advances the public realm and expresses innovation and embodies the spirit of Farmington.

The Plan is defined by these six development principles. These principles express the desired outcome of future development in simple terms. The principles informed the development of the concept concepts and guidelines.

Design concepts are also shown for each section of the development area. These concepts are supported by high-quality graphics and development data that breaks down the programming of the area.

3.1 PRINCIPLES

The design principles developed for this Plan build on the vision of the Farmington Vision Plan, and integrate the goals and principles of good urban design to create a successful downtown. The market analysis, current trends and existing conditions also inform the direction of the Plan and the principles to create a document that is practical and realistic. These principles were used to guide the development of the design concepts for each of the subareas.



1. COMPLEMENT THE HISTORIC DOWNTOWN

All future development and redevelopment should complement the historic and pedestrian orientation of downtown Farmington. Buildings along Grand River Avenue should be set close to the street, with commercial uses located on the ground floor. The streetscape should provide comfort and safety to pedestrians while providing an atmosphere conducive to an economically and socially vibrant district.



2. LEVERAGE THE ROUGE RIVER TO CREATE A DISTINCT AND DYNAMIC PUBLIC PARK

The Rouge River provides a considerable opportunity to create parkland that can become the recreation hub for Farmington. This area should offer an array of activities for all age groups that take advantage of the proximity to the Rouge River, while being convenient and accessible from the downtown.



3. INTEGRATE RESIDENTIAL INTO THE EXISTING DOWNTOWN

As outlined within the Farmington Vision Plan, a variety of residential uses and densities have been suggested within the downtown area. To create a vibrant and successful downtown, residential was, and continues to be, an essential element in creating a sustainable, safe, and prosperous district.



4. CREATE A CONTINUOUS SYSTEM OF PEDESTRIAN ORIENTED ENVIRONMENTS

Creating both physical and social connections is important when planning a site within an existing neighborhood and district. This principle is about enhancing existing connections, and creating new ones that connect individual projects and areas with existing strengths to create a continuous district environment. This requires careful attention to how the site relates to the street and public spaces, as well as the coordinated design of future public spaces.



5. PROMOTE A QUALITY ARCHITECTURAL CHARACTER WITH BUILDINGS AND FEATURES SCALED TO THE PEDESTRIAN

One common characteristic of the downtown is the acknowledgement of the public realm along the street. The orientation of the buildings should be one of the core design principles for this area. Pocket parks, plazas, stoops, and views from the building to the street should be considered as part of the architectural character of the district.



6. CREATE FURTHER OPPORTUNITIES FOR ECONOMIC DEVELOPMENT

Downtown Farmington should create an atmosphere where businesses are able to grow and thrive, bringing jobs and economic benefit to the City. Creating a social, commercial, and recreational destination for residents, reinforced with an additional base of residential support within a close walking distance will further establish the downtown as a successful center of commerce.

DEVELOPMENT AREA A+B

DEVELOPMENT CONCEPT

A dynamic mixed-use development that enhances the economic competitiveness of the downtown, creates new opportunities for entertainment and gathering, expands housing choices, and bridges the gap between Grand River Avenue and Shiawassee Park.

PROGRAM

- New parking areas (public and private)
- Mixed-use with a focus on residential
- Enhanced connections to Shiawassee Park
- Complement Riley Park
- Consider phased development scenario
- Embrace and enhance Grand River Avenue Streetscape
- Create new public spaces that promote social interaction
- Create something unique in the market place

FIGURE 3.1 SUBAREAS A+B - EXISTING CONDITION

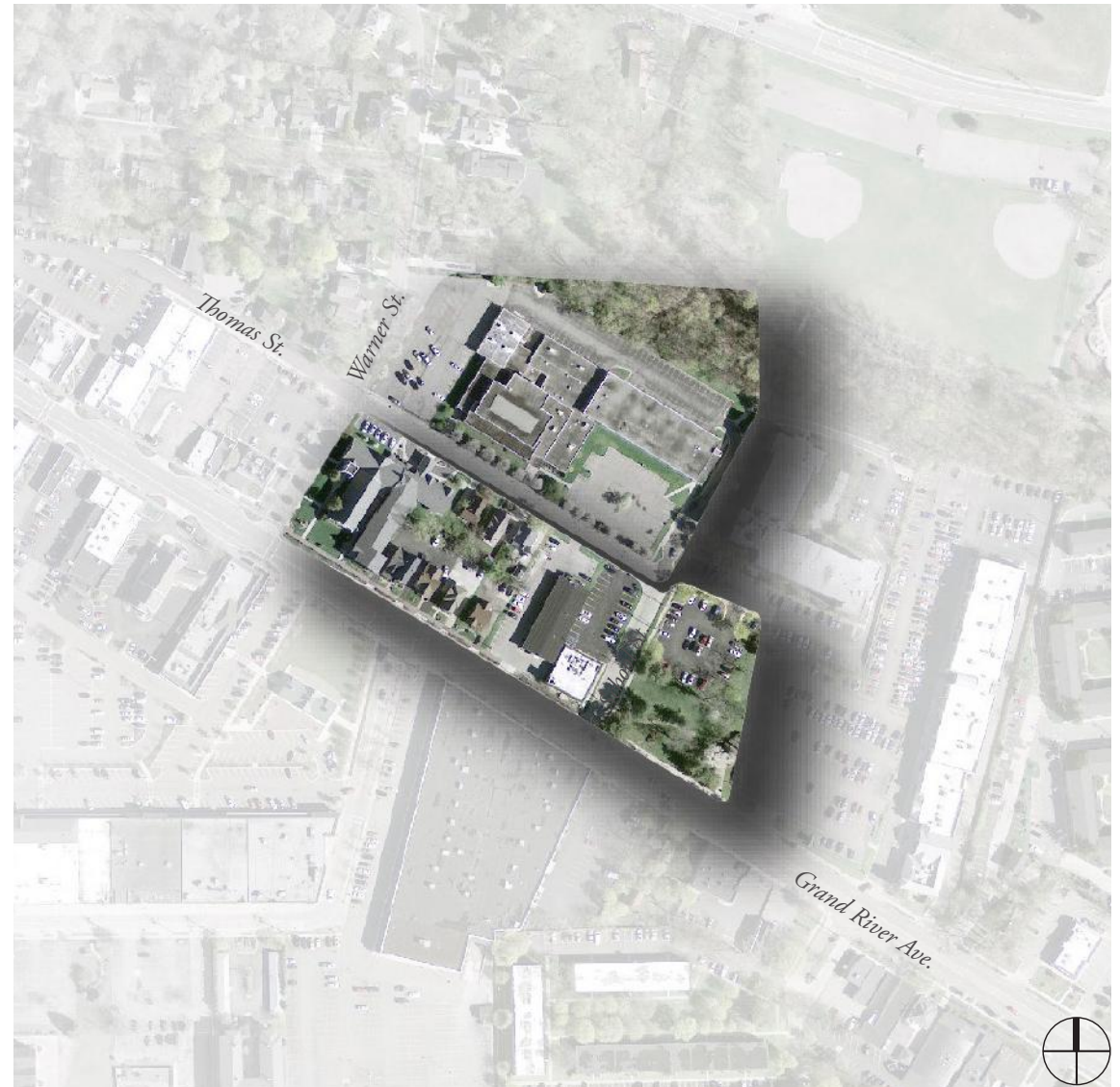


FIGURE 3.2: MIXED USE AND RESIDENTIAL CHARACTER IMAGES



DEVELOPMENT AREA A+B - OPTION 1

DEVELOPMENT CONCEPT

Option 1 includes a parking garage adjacent to the primary building, but allows it to be hidden from the view of Grand River Avenue and adjoining residential neighborhood through a row of townhomes. A pedestrian alley connects the building to Grand River Avenue and the proposed park within Subarea C.

SITE DATA - OPTION 1

Retail Area: 12,000 sq.ft.
M.F. Residential: 122 d.u.

Parking Required

Retail: 4/1000 sf. 48 sp.
Residential: 1.5/du. 183 sp.

Parking Provided

Structured: 203 sp.
Surface: 76 sp.
On-street: 11 sp.
Town House 18 sp.

Total Required: 231 sp. Total Provided: 308 sp.

LEGEND

- 1. 1st Floor Retail, 2nd Floor Residential
- 2. 2-Story Residential
- 3. 3-Story Residential
- 4. 3-Level Parking Garage
- 5. Apartment Building Courtyard
- 6. Pedestrian Corridor
- 7. Public Park Improvements
- 8. Surface Parking
- 9. 2-Story Townhomes

FIGURE 3.3: A+B OPTION 1



DEVELOPMENT AREA A+B - OPTION 2

DEVELOPMENT CONCEPT

Option 2 integrates a single parking deck within the primary building, hidden from the view of Grand River Avenue. The concept adds additional townhomes to the west of the site, while maintaining pedestrian connectivity to the proposed park within Subarea C. First floor commercial fronts Grand River Avenue to maintain the urban fabric and pedestrian atmosphere of Downtown Farmington.

SITE DATA - OPTION 2

Retail Area: 14,100 sq.ft.
 M.F. Residential: 149 d.u.

Parking Required

Retail: 4/1000sf 57 sp.
 Residential: 1.5/du. 224 sp.
 Total Required: 281 sp.

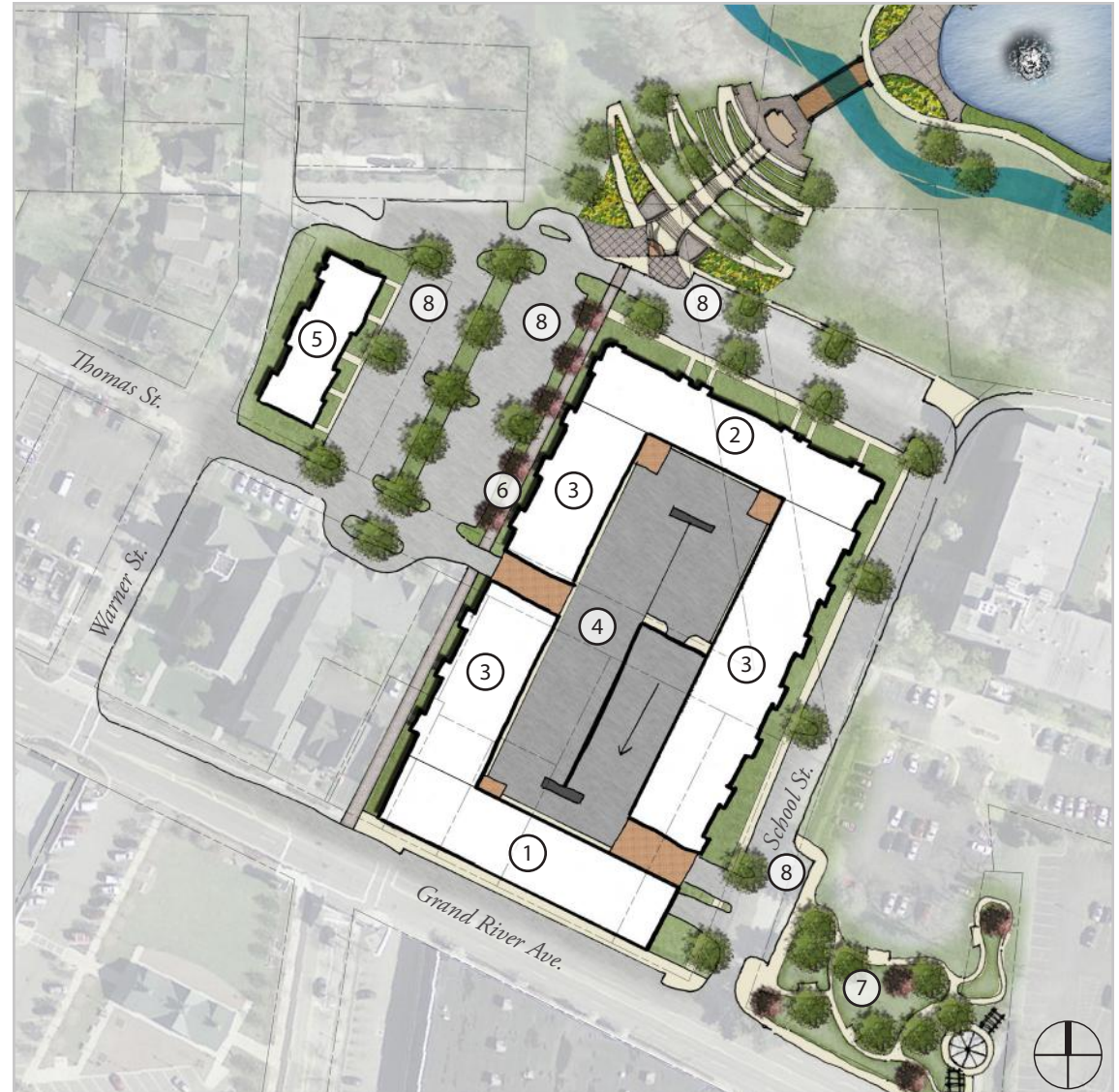
Parking Provided

Structured: 197 sp.
 Surface: 138 sp.
 On-street: 11 sp.
 Total Provided: 346 sp.

LEGEND

- 1. 1st Floor Retail, 2nd Floor Residential
- 2. 2-Story Residential
- 3. 3-Story Residential
- 4. 2-level Parking Deck
- 5. 2-Story Townhomes
- 6. Pedestrian Corridor
- 7. Public Park Improvements
- 8. Surface Parking

FIGURE 3.4: A+B OPTION 2



DEVELOPMENT AREA A+B - OPTION 3

DEVELOPMENT CONCEPT

Option 3 retains the courtyard within the building center, while removing all structured parking on-site. All parking is provided as surface lots. This configuration results in the least amount of retail space and lowest residential unit count of any of the options.

SITE DATA - OPTION 3

Retail Area: 12,000 sq.ft.
 M.F. Residential: 113 d.u.

<u>Parking Required</u>		<u>Parking Provided</u>	
Retail: 4/1000 sf.	48 sp.	Structured:	n/a
Residential: 1.5/du.	170 sp.	Surface:	302 sp.
		On-street:	11 sp.
Total Required:	218 sp.	Total Provided:	313 sp.

LEGEND

- 1. 1st Floor Retail, 2nd Floor Residential
- 2. 2-Story Residential
- 3. 3-Story Residential
- 4. Apartment Building Courtyard
- 5. Pedestrian Corridor
- 6. Parking

FIGURE 3.5: A+B OPTION 3



Attachment: City of Farmington - Downtown Area Plan 5-26-15 (1937 : Downtown Area Plan Adoption)

DEVELOPMENT AREA A+B - OPTION 4

DEVELOPMENT CONCEPT

Option 4 moves the parking garage to the east side of the site and adds residential units to the west portion of the site. The center residential courtyard is retained, and pedestrian access to and from the street and the park is maintained with the pedestrian walkway.

SITE DATA - OPTION 4

Retail Area: 17,300 sq.ft.
 M.F. Residential: 121 d.u.

Parking Required

Retail: 4/1000 sf. 69 sp.
 Residential: 1.5/du. 181 sp.

Parking Provided

Structured: 203 sp.
 Surface: 130 sp.
 On-street: 11 sp.

Total Required: 250 sp. Total Provided: 344 sp.

LEGEND

1. 1st Floor Retail, 2nd Floor Residential
2. 2-Story Residential
3. 3-Story Residential
4. 2-Story Townhomes
5. 3-Level Parking Garage w/ 1st Floor Retail
6. Apartment Building Courtyard
7. Pedestrian Corridor
8. Parking

FIGURE 3.6: A+B OPTION 4



Attachment: City of Farmington - Downtown Area Plan 5-26-15 (1937 : Downtown Area Plan Adoption)

DEVELOPMENT AREA A+B - OPTION 5

DEVELOPMENT CONCEPT

Option 5 leaves the properties along Grand River Avenue in place and shows how a redevelopment of the site to the north can occur. A structured parking core is wrapped by four-stories of flats. Townhomes are located to the west of the site, and provide parking under the structure. The buildings form a pedestrian corridor that leads to the entrance of the park amphitheater.

SITE DATA - OPTION 5

M.F. Residential:	112 d.u.
Townhomes:	17 d.u.
Total:	129 d.u.

<u>Parking Required</u>		<u>Parking Provided</u>	
Residential: 1.5/du.	168 sp.	Structured:	203 sp.
Townhomes: 2/du.	34 sp.	On-street:	25 sp.
		Surface	34 sp.
Total Required:	202 sp.	Total Provided:	262 sp.

LEGEND

- 1. 4-Story Residential
- 2. 3-Level Parking Core
- 3. 2-Story Townhomes
- 4. Lower-Level Parking
- 5. Pedestrian Corridor
- 6. On-Street Parking
- 7. Surface Parking

FIGURE 3.7: A+B OPTION 5



DEVELOPMENT AREA A+B - OPTION 6

DEVELOPMENT CONCEPT

Option 6 leaves the properties along Grand River Avenue in place and shows how a multifamily building to the north could be developed. Three levels of structured parking are placed to the west, serving both the park and the residential.

SITE DATA - OPTION 6

M.F. Residential: 112 d.u.
 Townhomes: 6 d.u.
 Total: 118 d.u.

Parking Required		Parking Provided	
Residential: 1.5/du.	168 sp.	Structured:	312 sp.
Townhomes: 2/du.	12 sp.	On-street:	70 sp.
		Townhouse	12 sp.
Total Required:	180 sp.	Total Provided:	394 sp.

LEGEND

- 1. 4-Story Residential
- 2. 3-Level Parking Garage
- 3. Apartment Building Courtyard
- 4. Pedestrian Corridor
- 5. Public Park Improvements
- 6. Surface Parking
- 7. 2-Story Townhomes

FIGURE 3.8: A+B OPTION 6



1.3 SUBAREA C

A dynamic park that enhances community connections, embraces the natural setting, and creates new opportunities for social gathering, recreation and entertainment.

PROGRAM

- Formal water feature (splash pad, fountains, water wall, etc.)
- Natural water feature
- Playground
- Multiple programming elements
- Amphitheater / Water wall and climbing wall / Lawn seating area
- Entry plaza / drop-off zone
- Picnic shelter
- Frisbee golf
- Multi-use trail
- Enhance connections (neighborhoods, downtown, Shiawassee Road, etc.)

SITE DATA

Site area: +/- 24.3 Acres

COST ESTIMATE

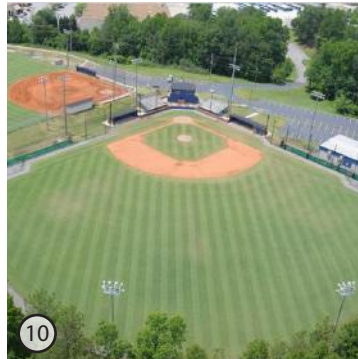
Preliminary cost estimate for the project concept is estimated between 4.3 and 5.3 million dollars.



The development concept for Shiawassee Park was built around the history of the area, existing natural features, and the desired programming as identified by the City and community through the planning process.

FIGURE 3.9: SUBAREA C - EXISTING CONDITION





LEGEND

1. Parking
2. Bridge Plaza
3. Pond
4. Water Play Area
5. Sand Pit Area
6. Earth Mounds
7. Existing Playground
8. Climbing Walls & Slides
9. Pony Baseball Field - 80' Baseline
10. Little League Baseball Field - 60' Baseline
11. Picnic Shelter Zone
12. Open Space & 9 Hole Frisbee Golf Course
13. Drop-Off & Plaza
14. Upper Plaza with Stairs and Ramp Connection to Baseball Diamond Plaza
15. Baseball Diamond Plaza for Spectators
16. Open Space
17. Drop-Off
18. Pedestrian Pathways
19. New Pedestrian Bridge
20. Amphitheater with Stage & ADA Access to Park

DRAFT 5-26-2015

FIGURE 3.10: AREA C CONCEPT DESIGN



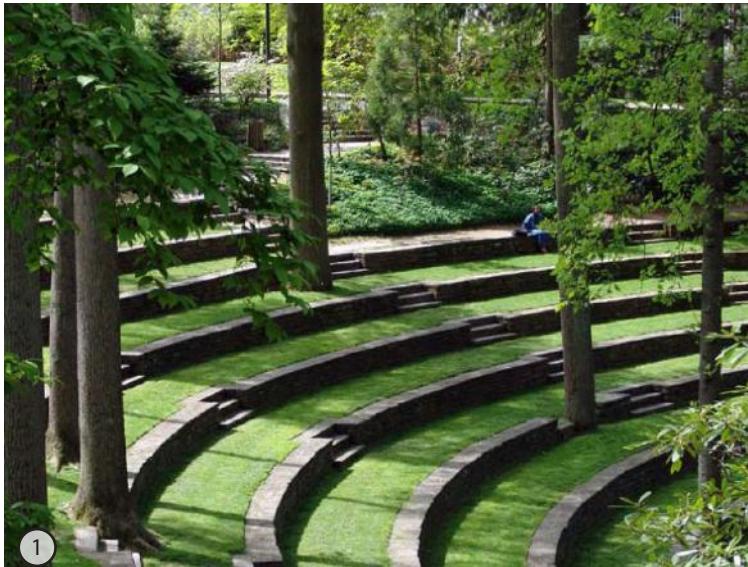
Attachment: City of Farmington - Downtown Area Plan 5-26-15 (1937 : Downtown Area Plan Adoption)

1.3 SUBAREA C

A variety of programming and activities has been incorporated into the design of the park. Starting from the west, a switchback ramp climbs down the hillside and transitions into an amphitheater with seating. A pedestrian bridge crosses the Rouge River, meeting a pond with an overlook on the other side. To the south of the pond, a number of children's playground activities has been designed, including a sand pit, splash pad, climbing wall, slides, and various climbing hills. The existing playground equipment has been preserved and enhanced with landscaping. Following east from the playground are two baseball fields accessible from the parking lots above via a switchback ramp. The orientation of the fields below the parking lots allows for the viewing of games from a higher vantage point than usually provided. South of the baseball fields (not shown on this page) are a cluster of picnic shelters and a 9-hole frisbee golf field.

The core of the entire park is surrounded and crossed by a series of walking trails that give access to all programing elements of the park, while allowing views of the Rouge River.

FIGURE 3.11: AMPHITHEATER



Attachment: City of Farmington - Downtown Area Plan 5-26-15 (1937 : Downtown Area Plan Adoption)

FIGURE 3.12: PARK DETAILS



DEVELOPMENT AREA D

DESCRIPTION

A unique medium density residential development that integrates existing natural features and areas that enhances the character and connections within the Shiawassee Road Corridor

PROGRAM

- Medium density residential uses
- Maintained existing sledding hill
- Wooded area
- Greenspace connections to natural areas and Shiawassee Park
- Improved intersection to create a gateway
- Context sensitive design

FIGURE 3.13: SUBAREA D - EXISTING CONDITION





SITE DATA - OPTION 1

Site Area: +/- 18.8 Acres
 M.F. Residential: 120 d.u.

<u>Parking Required</u>		<u>Parking Provided</u>	
Residential:	1.5/du. 180 sp.	Surface:	240 sp.
Total Required:	180 sp.	Total Provided:	240 sp.

LEGEND

1. 1-2 Story Residential Townhomes w/ Garage 8 Units / Building
2. 2-3 Story Residential 12 Units / Building
3. Pool
4. Community Pavilion / Fire pit
5. Existing Sledding Hill
6. Existing Wooded Area
7. Future public parking and improved recreational space
8. Proposed intersection enhancements (pedestrian crossing and aesthetics)

FIGURE 3.14: AREA D CONCEPT DESIGN



Attachment: City of Farmington - Downtown Area Plan 5-26-15 (1937 : Downtown Area Plan Adoption)

DEVELOPMENT AREA E

DESCRIPTION

An area that incorporates a mix of uses and functions as a transitional district between the Downtown and Power Road. This transitional area should function as an entrance to the Downtown, and work to connect the Grand River Avenue, Downtown, and the newly designed Shiawassee Park. Future development in this area should integrate multiple modes of transportation with an emphasis on walkability and connections to and from surrounding residential areas.

Architecture and site planning elements should incorporate views into the parklands from the buildings and the street. Setbacks should be minimal with parking to the side and rear of the building to enhance and reinforce the streetscape.

PROGRAM

- A mix of uses, with an emphasis on office and residential
- Enhanced streetscape and gateway features
- Connections to Shiawassee Park
- Integrated green and public spaces both in the public and private realm
- High-quality architectural with a focus on traditional and natural materials



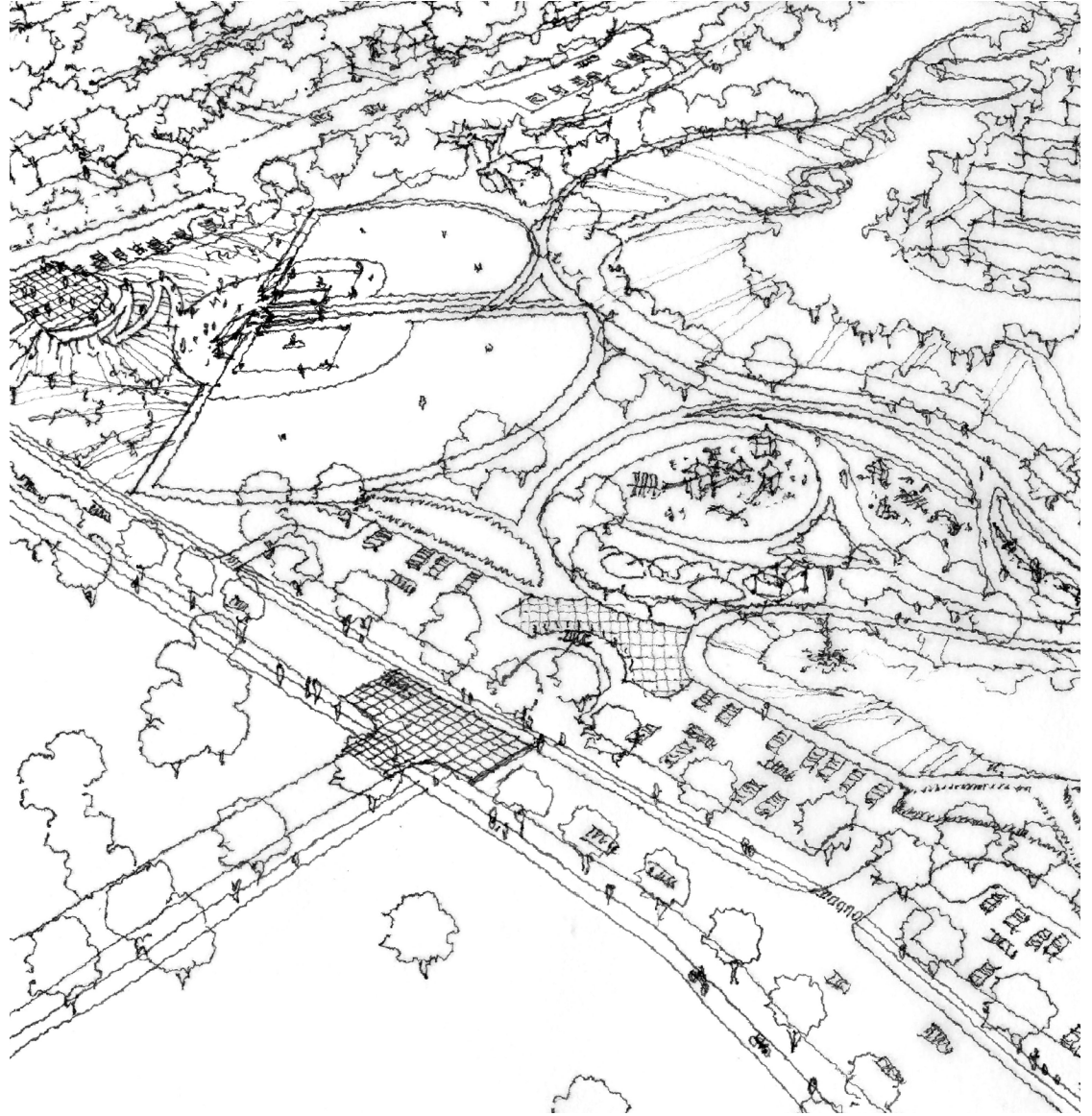
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FIGURE 3.15: SUBAREA E - EXISTING CONDITION



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