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planning@troymi.gov

PLANNING COMMISSION MEETING AGENDA REGULAR MEETING

Tom Krent, Chairman, David Lambert, Vice Chairman
Carlton Faison, Michael W. Hutson, Lakshmi Malalahalli,
Marianna Perakis, Sadek Rahman, Jerry Rauch and John J. Tagle

June 22, 2021

7:00 P.M.

Council Chambers

Public Comment may be communicated to the Planning Commission via telephone voice mail by calling 248.524.1305 or by sending an email to planning@troymi.gov. All comments will be provided to the Planning Commission.

1. ROLL CALL
2. EXTENSION OF PLANNING COMMISSION BYLAWS
3. APPROVAL OF AGENDA
4. APPROVAL OF MINUTES – June 8, 2021
5. PUBLIC COMMENT – For Items Not on the Agenda

PRELIMINARY SITE PLAN APPROVAL

6. PRELIMINARY SITE PLAN REVIEW (File Number SP2020-0006) – Proposed Shallowbrook Townhomes, East side of Rochester, South of Shallowdale (88-20-14-152-001 and 88-20-14-301-031), Section 14, Currently Zoned RT (One Family Attached Residential) Zoning District (Controlled by Conditional Rezoning Agreement)

OTHER ITEMS

7. PUBLIC COMMENTS – For Items on the Agenda
8. PLANNING COMMISSION COMMENT
9. ADJOURN

NOTICE: People with disabilities needing accommodations for effective participation in this meeting should contact the City Clerk by e-mail at clerk@troymi.gov or by calling (248) 524-3317 at least two working days in advance of the meeting. An attempt will be made to make reasonable accommodations.

Chair Krent called the Regular meeting of the Troy City Planning Commission to order at 7:00 p.m. on June 8, 2021. Chair Krent introduced the procedure to be followed for a hybrid in-person and virtual meeting.

1. ROLL CALL

Present:

Carlton M. Faison
Michael W. Hutson
Tom Krent
David Lambert
Lakshmi Malalahalli
Marianna Perakis
Sadek Rahman
Jerry Rauch
John J. Tagle

Also Present:

R. Brent Savidant, Community Development Director
Ben Carlisle, Carlisle Wortman Associates
Julie Quinlan Dufrane, Assistant City Attorney
Jackie Ferencz, Planning Department Administrative Assistant
Steve Pentescu, IT Help Desk
Kathy L. Czarnecki, Recording Secretary

2. SUSPENSION OF PLANNING COMMISSION BYLAWS

Ms. Dufrane explained the Resolution to Suspend Planning Commission Bylaws is in essence expanding the Bylaws to offer multiple methods for public comment.

Resolution # PC-2021-06-039

Moved by: Rahman

Support by: Rauch

RESOLVED, As allowed by Planning Commission Bylaws and Rules of Procedure Article VII, Sections 5 (A-D), Troy Planning Commission hereby **TEMPORARILY SUSPENDS** the requirement that a person who wishes to address Planning Commission must do so in person and **ALLOWS** four (4) methods of receiving Public Comment during an in-person meeting if a person is unable to appear in person to provide comments. (1) Public comments can be submitted for the Planning Commission meeting by sending an email to: planning@troymi.gov. Timely received emails will be incorporated into the record by reference and will be distributed to Planning Commission members for review and consideration. Emails will be considered timely if received prior to 12:00 pm (noon) on the day of the meeting. The Vice Chair or in the absence of the Vice Chair another member designated by the Chair is designated to compile the emails and advise members of Planning Commission, during the meeting, the number of comments that favor an agenda item, oppose an agenda item, and/or are neutral toward an agenda item, or (2) Public comments may be submitted by

leaving a voicemail message by calling (248) 524-1305. Timely received voicemail messages will be played during the electronic meeting. Recorded voicemail messages will be considered timely if received prior to 4:00 pm on the day of the meeting, (3) Members of the public may attend the electronic meeting virtually by signing into the electronic meeting through the designated platform (i.e. Zoom.us) and may comment on an agenda item when recognized by the Chair, and (4) Members of the public may call into the electronic meeting using a designated call-in number associated with the electronic meeting and will be recognized by the Chair before being permitted to speak. All public comments will be limited to three minutes.

Yes: All present (9)

MOTION CARRIED

3. APPROVAL OF AGENDA

Resolution # PC-2021-06-040

Moved by: Faison

Support by: Perakis

RESOLVED, To approve the Agenda as prepared.

Yes: All present (9)

MOTION CARRIED

4. APPROVAL OF MINUTES

Resolution # PC-2021-06-041

Moved by: Lambert

Support by: Tagle

RESOLVED, To approve the minutes of the May 25, 2021 Regular meetings as submitted.

Yes: All present (9)

MOTION CARRIED

5. PUBLIC COMMENT – For Items Not on the Agenda

Chair Krent acknowledged there was no one present in the audience to speak.

Mr. Savidant reported no email or voicemail messages were received. Ms. Ferencz reported there was no one virtually present to speak.

PRELIMINARY SITE PLAN APPROVAL

6. **PRELIMINARY SITE PLAN REVIEW (File Number SP 2021-0005)** – Proposed Warrior Baseball Indoor Hitting Facility, South side of Equity Drive, East of Coolidge (1525 Equity), Section 32, Currently Zoned IB (Integrated Industrial and Business) Zoning District (Controlled by Consent Judgment)

Mr. Carlisle gave a review of the Preliminary Site Plan application for Warrior Baseball Indoor Hitting Facility. He addressed the role of the Planning Commission in consideration of an amendment to a Consent Judgment.

Mr. Carlisle addressed the proposed site improvements, practice facility addition, floor plans, parking, landscaping and lighting. Mr. Carlisle noted the building addition does not require any configuration to site access, circulation or the parking lot. He stated the City Legal Department will review the shared parking agreement with Global Collision and determine if it is sufficient for a shared parking agreement. Mr. Carlisle reported the applicant is required to provide a detailed landscape plan, confirm site lighting including fields and submit a detailed photometric plan. He indicated all bulk requirements have been met.

Mr. Carlisle displayed renderings and addressed building materials and color scheme. Mr. Carlisle noted the application shows an area of “future improvements” that at this time are only in the planning stage and are not under consideration this evening.

Mr. Carlisle expressed support of the significant investment the applicant is making in the site. He recommended any approval be conditioned on the applicant submitting detailed landscape and photometric plans and review of the shared parking agreement by the City Legal Department.

Paul Stachowiak of Integrated Design Solutions was present. He presented a history and background of the ballfield facility. Mr. Stachowiak said the intent of the current owner is to use the facility year-round and offer greater opportunities for baseball training primarily for the youth. Mr. Stachowiak addressed the shared parking agreement with Global Collision and lighting with respect to FAA standards, existing light poles and parking lot lighting. He briefly addressed future improvements to the southwest corner of the development.

There was discussion on:

- Parking.
 - 41 spaces provided
 - Parking requirement; no set number
 - Overflow from tournaments
 - No parking concerns experienced in past ten years
 - Assisted parking; parent volunteers

- Shared parking agreement.
 - Review and memorialized by City Legal Department
 - Determine sufficiency of parking spaces
 - Assure parking spaces compliant with need
- FAA lighting standards, limitations, variance required.
- Compliments on beautiful facility.
- Future vision of facility.

Resolution # PC-2021-06-042

Moved by: Lambert

Support by: Faison

RESOLVED, The Planning Commission recommends that Preliminary Site Plan Approval, pursuant to Article 8 of the Zoning Ordinance, as requested for the proposed Warrior Baseball Indoor Hitting Facility, located on the south side of Equity Drive, east of Coolidge (1525 Equity), Section 32, Currently Zoned IB (Integrated Industrial and Business) District and controlled by Consent Judgment, be granted, subject to the following:

1. Review and approval of shared parking agreement by City Attorney as memorialized in the Consent Judgment.
2. Provide a detailed landscape plan.
3. Confirm site lighting and submit detailed lighting (photometric) plan and fixture details.

Discussion on the motion on the floor.

- Concerns of sufficient parking on site.
- Consideration to condition approval on perpetuity of shared parking agreement.
- Future changes to approved shared parking agreement, if any, would come back to City to review and process.

Ms. Dufrane said the shared parking agreement will be memorialized and the Consent Judgment will be in writing at the time it is presented to City Council for consideration.

Vote on the motion on the floor.

Yes: Faison, Hutson, Krent, Lambert, Malalahalli, Rauch, Tagle

No: Perakis, Rahman

MOTION CARRIED

OTHER ITEMS**7. MASTER PLAN UPDATE**

Mr. Savidant said the survey went live last week. He noted a quick fix to a glitch with the link and thanked everyone for their patience.

Mr. Carlisle reported 900-plus responses to the survey have been received to date. He addressed the rolling out of notifications to different outlets, at different times, and number of times. Mr. Carlisle said he anticipates a positive response in returns.

Mr. Savidant announced hard copies of the survey and a ballot box are available at the Community Center.

8. PUBLIC COMMENTS – For Items on the Agenda

Chair Krent acknowledged there was no one present in the audience to speak.

Ms. Ferencz reported no email messages or voicemail messages were received, and there was no one virtually present to speak.

9. PLANNING COMMISSION COMMENT

There were some Planning Commission comments relating to Agenda item #6 with respect to parking.

Mr. Savidant apologized and said information relating to the history of parking at the ballfield should have been provided to the Board.

10. ADJOURN

The Regular meeting of the Planning Commission adjourned at 7:51 p.m.

Respectfully submitted,

Tom Krent, Chair

Kathy L. Czarnecki, Recording Secretary

DATE: June 17, 2021

TO: Planning Commission

FROM: R. Brent Savidant, Community Development Director

SUBJECT: PRELIMINARY SITE PLAN REVIEW (File Number SP2020-0006) – Proposed Shallowbrook Townhomes, East side of Rochester, South of Shallowdale (88-20-14-152-001 and 88-20-14-301-031), Section 14, Currently Zoned RT (One Family Attached Residential) Zoning District (Controlled by Conditional Rezoning Agreement)

The petitioner DesignHaus submitted the above referenced Preliminary Site Plan application for a 32-unit condominium townhome development. The property was rezoned by City Council on June 14, 2021. The site is controlled by Conditional Rezoning Agreement; the conditions were voluntarily offered by the applicant based in part on feedback from neighbors.

The Planning Commission has the authority to review and approve the Preliminary Site Plan application, subject to meeting the requirements of the Zoning Ordinance and Conditional Rezoning Agreement.

The attached report prepared by Carlisle/Wortman Associates, Inc. (CWA), the City's Planning Consultant, summarizes the project. CWA prepared the report with input from various City departments including Planning, Engineering, Public Works and Fire. City Management supports the findings of fact contained in the report and the recommendations included therein.

Attachments:

1. Maps
2. Report prepared by Carlisle/Wortman Associates, Inc.
3. Preliminary Site Plan.
4. Conditional Rezoning Agreement.

G:\SITE PLANS\SP JPLN2020-0006 SHALLOWBROOK TOWNHOMES\PC Memo 2021 06 22.docx

PROPOSED RESOLUTION

PRELIMINARY SITE PLAN REVIEW (File Number SP2020-0006) – Proposed Shallowbrook Townhomes, East side of Rochester, South of Shallowdale (88-20-14-152-001 and 88-20-14-301-031), Section 14, Currently Zoned RT (One Family Attached Residential) Zoning District (Controlled by Conditional Rezoning Agreement)

Resolution # PC-2021-06-

Moved by:

Seconded by:

RESOLVED, The Planning Commission recommends that Preliminary Site Plan Approval, pursuant to Article 8 of the Zoning Ordinance, as requested for the proposed Shallowbrook Townhomes, 32 units in 8 buildings, located on the east side of Rochester, south of Shallowdale, Section 14, Currently Zoned RT (One Family Attached Residential) District and controlled by Conditional Rezoning Agreement, be granted, subject to the following:

1. Provide open space easement to City Attorney for review and approval prior to Final Site Plan Approval.
2. Provide required building materials as per Conditional Rezoning Agreement.
3. Provide two (2) additional guest parking spaces as per Conditional Rezoning Agreement.
4. Provide four (4) additional trees along southern property line as per Conditional Rezoning Agreement.
5. Increase setback along northern property line to 35 feet as per Conditional Rezoning Agreement.

_____) or

(denied, for the following reasons: _____) or

(postponed, for the following reasons: _____)

Yes:

No:

MOTION CARRIED/FAILED



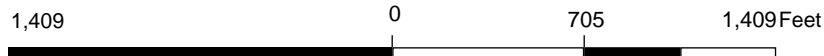
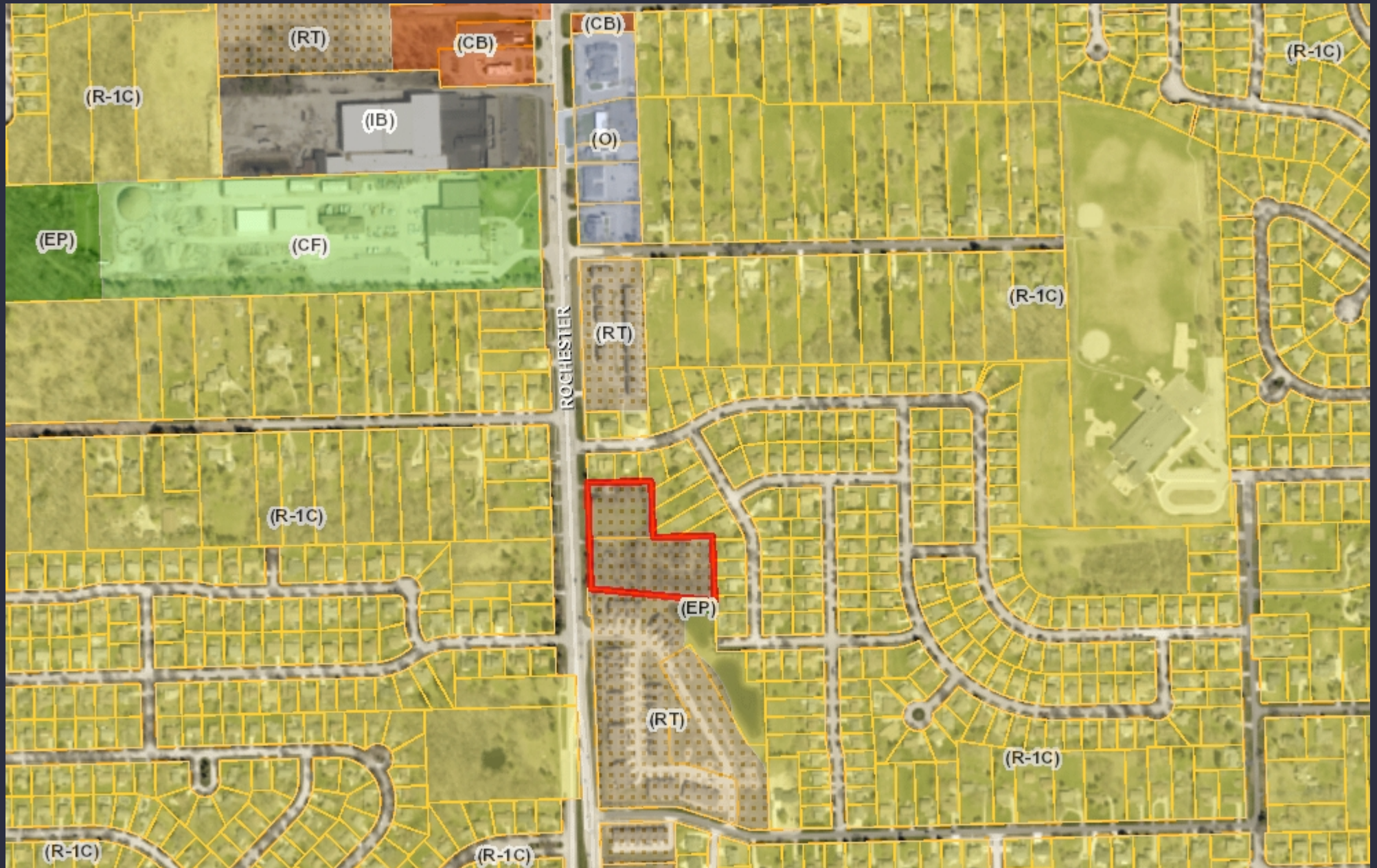
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Note: The information provided by this application has been compiled from recorded deeds, plats, tax maps, surveys, and other public records and data. It is not a legally recorded map survey. Users of this data are hereby notified that the source information represented should be consulted for verification.



GIS Online



Note: The information provided by this application has been compiled from recorded deeds, plats, tax maps, surveys, and other public records and data. It is not a legally recorded map survey. Users of this data are hereby notified that the source information represented should be consulted for verification.



Carlisle | Wortman
ASSOCIATES, INC.

117 NORTH FIRST STREET SUITE 70 ANN ARBOR, MI 48104 734.662.2200 734.662.1935 FAX

Date: June 15, 2021

**Site Plan
For
City of Troy, Michigan**

Applicant: MNK Troy 1, LLC

Project Name: Shallowbrook Townhomes

Plan Date: October 16, 2020

Location: 4516 and 4396 Rochester Road

Zoning: RT, One-Family Residential Attached-Conditional Rezoning

Action Requested: Preliminary Site Plan Approval

PROJECT AND SITE DESCRIPTION

We are in receipt of a site condominium application that includes a site plan, topographic survey, preliminary utility and grading plan, tree inventory, landscape plan, floorplans and elevations. The subject site is +/- 4.16 acres and is located on east side of Rochester Road, north of Wattles. The site was recently conditionally rezoned from R-1C, One-family Residential; and EP, Environmental Protection to RT, One-Family Residential Attached. Conditions of the rezoning are detailed below.

The applicant is requesting approval of a thirty-two (32) unit single-family attached site condominium project. The 32 units are located in eight (8) buildings, ranging in size from three (3) to five (5) units each. The proposed residential use is permitted in the RT, One-Family Residential Attached district. All units will be accessed via a private driveway off Rochester Road.

Location of subject site:

Eastside of Rochester, North of Wattles Road.

Location and Aerial Image of Subject Site



Size of subject site:

The property is 4.16 acres in area.

Proposed use of subject site:

Thirty-two (32) single-family attached units

Current use of subject site:

Two (2) single family homes

Zoning:

RT, One-Family Residential Attached

Surrounding Property Details:

<u>Direction</u>	<u>Zoning</u>	<u>Use</u>
North	R-1C, One-family Residential District	Single-family
South	RT, One-Family Residential Attached	Attached single-family
East	R-1C, One-family Residential District	Single-family
West	R-1C, One-family Residential District	Single-family

CONDITIONAL REZONING

The City Council approved voluntary conditions include:

1. MNK Troy 1 LLC intends to develop and improve the Property in accordance with the concept plan that was submitted and recommended for approval by the Troy Planning Commission resolution adopted at its January 28, 2020 meeting, and as adopted by the City Council on June 14, 2021. However, the parties understand that the concept plan as submitted is not binding on either party. MNK Troy 1 LLC intends to submit site plans in accordance with the City's Zoning Ordinance which will then be reviewed by City Administration and Planning Commission in the usual course.

CWA Note: Compliant

2. The Development shall meet all requirements for the RT Zoning District under Section 4.07 of the Troy Zoning Ordinance.

CWA Note: Compliant

3. An Open Space Preservation Easement shall be submitted to the Troy City Council for acceptance and approval prior to final site plan approval. The easement shall cover the eastern portion of the Zoning Parcels and will be equal to the area currently zoned EP (0.93 acres). This area will provide approximately a 24% open space buffer from adjacent neighboring parcels to the east of the Zoning Parcels as depicted in the attached concept only sketch. (Exhibit B)

CWA Note: Applicant required to submit open space preservation easement prior to final site plan approval.

4. The detention basin shall be designed to store water for a limited time after a storm event and shall otherwise remain dry per engineering design.

CWA Note: Compliant

5. Building materials shall consist of durable low maintenance or maintenance free materials, examples include but are not limited to brick, asphalt shingles, and plank siding. A variety of color palates will also be offered during the site plan review process which will be reviewed by the Troy Planning Commission.

CWA Note: The condition has not been met. The proposed siding includes smooth EIFs, not plank siding as required.

6. Each unit shall include a 2-car garage.

CWA Note: Compliant

7. A minimum of 9-guest parking spaces shall be provided.

CWA Note: Applicant is deficient two (2) guest spaces.

8. In addition to the required open space buffer between this project and the abutting properties zoned R-1C, additional screening shall be provided along 250-feet of the southern property line as per Exhibit B.

CWA Note: Applicant is deficient four (4) trees along southern property line.

9. No exterior refuse containers shall be proposed. Individual waste and recycling containers shall be stored in each unit's garage and placed at the curb on collection days.

CWA Note: Compliant

10. The Development shall include a maximum of 8 buildings and 32 individual units.

CWA Note: Compliant

11. For the purpose of eliminating potential headlight glare affecting the homes on the north side of the property, specifically those homes located at 1016, 1030, and 1044 Shallowdale, a building will be placed at the terminus of the northernmost driveway to shield the homes from headlight glare as depicted on Exhibit B or a similar configuration. This building shall meet the following requirements:

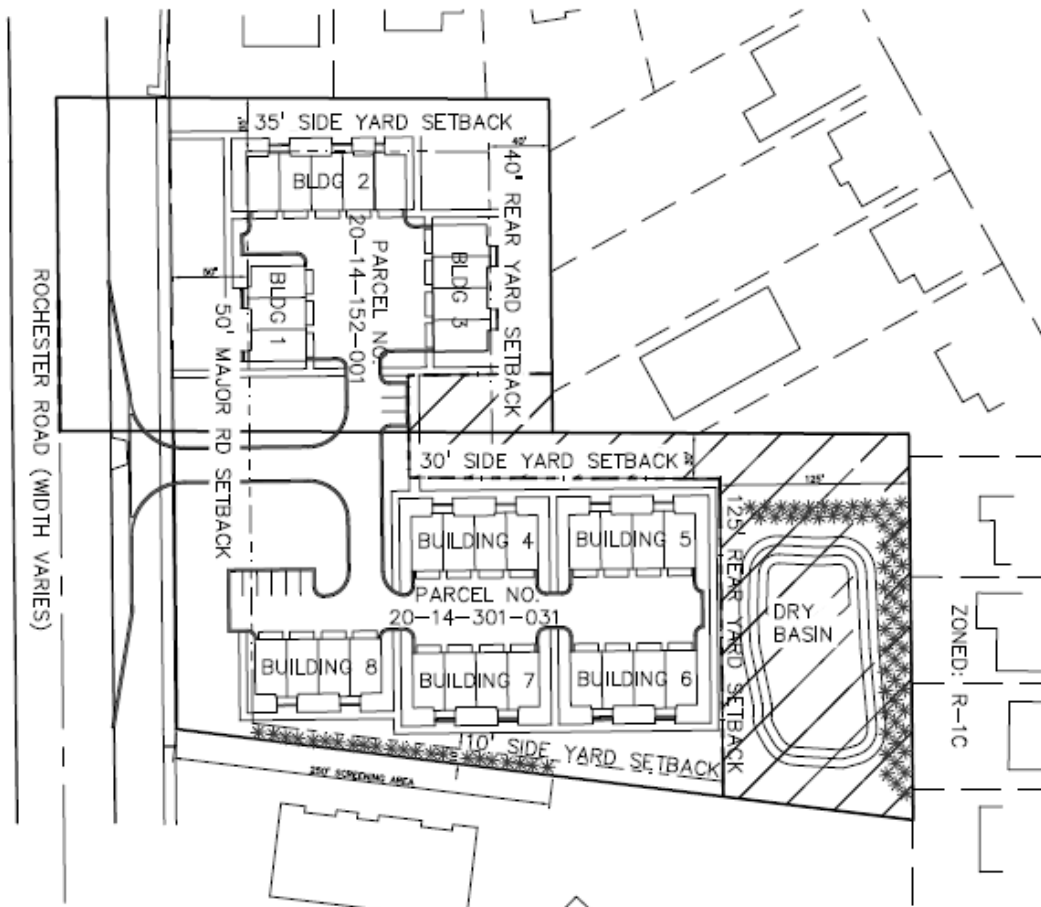
- a. The building setback shall be a minimum of 35 feet from the north boundary line of the parcel;
- b. The front entrance of all building units shall face North; and
- c. The garage entrance of all building units shall face south.

CWA Note: Northern buildings are 34.5" feet from north boundary line.

12. To enhance screening of the Open Space Preservation Easement, 3 rows of coniferous screening trees shall be provided on the east side of the detention pond and 2-rows of coniferous screening trees shall be provided on the north side of the detention pond.

CWA Note: Compliant

EXHIBIT B



The applicant did not provide the required materials, deficient two (2) guest parking spaces, deficient 4 trees along southern property line, and is encroaching by 6-inches along northern property line.

Items to be Addressed: 1). *Provide the required materials;* 2). *Provide two (2) additional guest parking spaces,* 3). *Provide four (4) additional trees along southern property line;* and 4). *Increase setback along northern property line to 35 feet.*

SITE ARRANGEMENT, ACCESS, and CIRCULATION

The site is accessed off one point on Rochester. A cluster of 12 units are located north of the main access drive, and the remaining 20 units are located south of the main access drive. The arrangement provides adequate circulation for vehicular and emergency vehicle access.

Items to be Addressed: *None.*

AREA, WIDTH, HEIGHT, SETBACKS

Required and Provided Dimensions:

Table 4.07.C establishes the requirements for the RT District. The requirements and the proposed dimensions are as follows:

	<u>Required:</u>	<u>Provided:</u>	<u>Compliance:</u>
Front: All units that abut a major arterial shall have a yard setback of not less than fifty (50) feet in depth as measured from the right-of-way line of the major arterial.	50 feet	50 feet	Complies
Conditional rezoning north buffer	35 feet	34.5 feet	Not Compliant
Rear	35 feet	37 feet	Complies
Side	5 feet / 10 feet	30 feet	Complies
Minimum Lot Size	1,000 sq/ft	+ 1,000 sq/ft	Complies
Maximum Height	2 ½ stories 30 Feet	2 Stories 30 Feet	Complies
Maximum Lot Area Covered by Buildings	30%	15.37%	Complies

Items to be addressed: Increase setback along northern property line to 35 feet.

PARKING

Each unit includes a two-car garage parking space and one dedicated space in driveway in front of garage. The applicant is only providing seven (7) of the required nine (9) guest parking spaces.

Items to be Addressed: Provide two (2) extra guest spaces

NATURAL RESOURCES

Topography – The site is relatively flat with little elevation changes.

Woodlands – The applicant has submitted a tree survey. Trees on site include Silver Maple, Sugar Maple, Eastern Redbud, Scotch Pine, Apple, and American Elm. Two (2) woodland and two (2) landmark tree are being removed.

Replacement Details

Protected Tree	Inches Removed	Replacement Required
Landmark	53 inches	53 inches
Woodland	30 inches	15 inches
Preservation/Mitigation	Inches Preserved	Credit
Landmark	0 inches	0 inches
Woodland	0 inches	0 inches
Total	+ 68 inches required for replacement	

Applicant has planted the additional trees as required.

Wetlands/Floodplain – There are no wetlands on site, nor is the site located in a floodplain.

Items to be Addressed: None.

LANDSCAPING

The Landscape Plan includes a mixture of evergreen and deciduous trees. Site condominium and subdivision landscaping are regulated by Section 13.02.F.2.

	Required:	Provided:	Compliance:
Greenbelt Street Trees	1 tree for every 30 linear feet. 418 feet = 14 trees	14	Compliant
Parking lot trees	1 per 8 spaces = 2	2	Compliant
Conditional Rezoning: Landscaping Buffer to north and south	North: 1 tree per 10 lineal feet = 250 feet = 25 trees South: 250 feet = 21 trees	North: 25 trees South: 21 trees	Add four (4) trees along southern property line
Conditional Rezoning: Landscaping Buffer around stormwater pond	3 rows of coniferous screening trees shall be provided on the east side of the detention pond and 2-rows of coniferous screening trees shall be provided on the north side of the detention pond.	3 rows on east and 2 rows on north	Compliant

Items to be Addressed: Add four (4) trees along southern property line.

ENGINEERING

The City Engineering Department has reviewed the plans and notes utility requirements but nothing that would alter the site plan.

Items to be Addressed: None

FIRE DEPARTMENT

The City Fire Department has reviewed the site plan and does not have concerns about circulation.

Items to be Addressed: *None*

FLOOR PLANS AND ELEVATIONS

The applicant has submitted floor plans, elevations, and renderings. Materials include painted brick, fiber shiplap siding, smooth EIFS siding, and standing seam metal. The proposed siding includes smooth EIFs, not plank siding as required.

Items to be Addressed: *Provide required materials*

RECOMMENDATIONS

We recommend preliminary site plan approval with the following conditions:

1. *Provide open space easement.*
2. *Provide the required materials.*
3. *Provide two (2) additional guest parking spaces.*
4. *Provide four (4) additional trees along southern property line.*
5. *Increase setback along northern property line to 35 feet.*

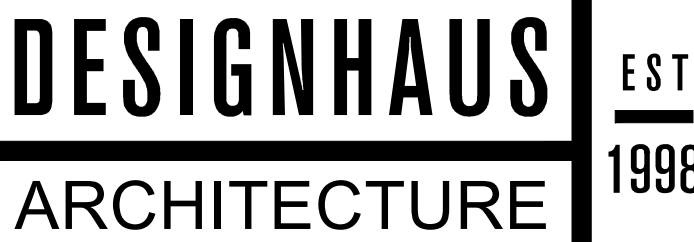


CARLISLE/WORTMAN ASSOC., INC.
Benjamin R. Carlisle, LEED AP, AICP

Shallowbrook Townhomes

4516 - 4396 Rochester Rd.

Troy, MI 48083



301 WALNUT BOULEVARD
ROCHESTER, MI 48307

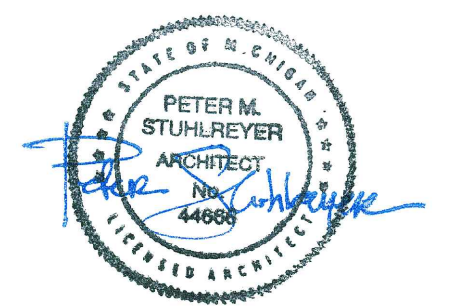
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PEA GROUP

**2430 Rochester Court, Suite 100
Troy, MI 48083**

T:248.689.9090



	Preliminary SPA	2020.10.16
No.	Revision/Issue	Date

Shallowbrook Townhomes
4516 - 4396 Rochester Rd.
Troy, MI 48083

Title Sheet and Index

GOO1

020077

PROJECT TEAM

OWNER
MNK Troy 1,LLC
1052 Oaktree Lane
Bloomfield Hills, Mi 48304
CONTACT: Mukesh Mangla

<u>OWNER</u>	<u>ARCHITECT</u>
MMK Troy 1.LLC	DESIGNHAUS ARCHITECTURE
1052 Oaktree Lane	301 WALNUT BLVD.
Bloomfield Hills, MI 48304	ROCHESTER, MI 48307
CONTACT: Mukesh Mangla	T: 248 601.4422
	F: 248.453.5854
	PROJECT MANAGER: JOE LATOZAS
	PROJECT ARCHITECT:
	PETER STUHLREYER, A.I.A

CIVIL ENGINEER
PEA GROUP
2430 Rochester Court, Suite 100
Troy, MI 48063
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CONTACT: John B. Thompson, PE

INDEX OF DRAWINGS

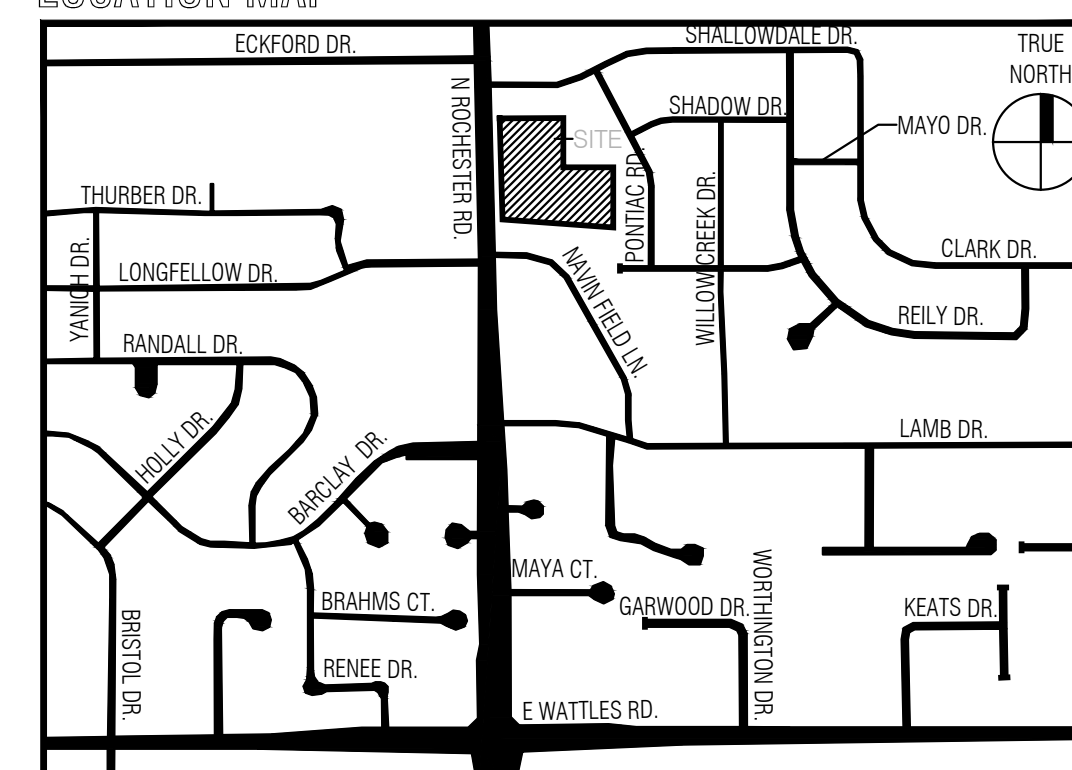
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STATEMENT OF SELECTED DESIGN PROFESSIONAL

THESE CONSTRUCTION DOCUMENTS WERE PREPARED FOR COMPLIANCE WITH THE MICHIGAN CONSTRUCTION CODES IN EFFECT AT THE TIME OF PERMIT SUBMITTAL. ALL ENGINEERS, CONTRACTORS AND SUPPLIERS INVOLVED WITH THIS PROJECT SHALL COMPLY WITH THE SAME CODES ISSUED AND APPROVED CODE MODIFICATIONS AND/OR MUNICIPAL CONSTRUCTION BOARDS OF APPEALS RULINGS AND WHENEVER REQUIRED SHALL PROVIDE SHOP DRAWINGS AND SUBMITTALS CLEARLY DESCRIBING COMPLIANCE TO THE REGISTERED DESIGN PROFESSIONAL IN RESPONSIBLE CHARGE FOR REVIEW AND APPROVAL.

REGISTERED DESIGN PROFESSIONAL IN CHARGE:
PETER STUHLREYER, A.I.A.
MICHIGAN IDENTIFICATION # 44668
DESIGNHAUS ARCHITECTURE

LOCATION MAP



[illegible]

1 **DETAIL**
SCALE: 1" = 1'-0"

DETAIL LOCATION INDICATION

DETAIL IDENTIFICATION NUMBER

SHEET IDENTIFICATION NUMBER
INDICATES SHEET NUMBER
WHERE DETAIL IS DRAWN

ENLARGED DETAIL/SECTION LOCATION IDENTIFICATION

SECTION IDENTIFICATION NUMBER
(SAME NUMBER ON SHEET WHERE
DRAWN OR REFERENCED)

SECTION
SCALE: 3/4" = 1'-0"

SECTION IDENTIFICATION

SECTION IDENTIFICATION NUMBER

SHEET IDENTIFICATION NUMBER
INDICATES SHEET NUMBER WHERE
SECTION IS DRAWN

SECTION LOCATION INDICATION

ELEVATION IDENTIFICATION NUMBER
(SAME NUMBER ON SHEET WHERE
DRAWN OR REFERENCED)

ELEVATION
SCALE: 3/4" = 1'-0"

ELEVATION IDENTIFICATION

INDICATES
DIRECTION OF VIEW

ELEVATION IDENTIFICATION NUMBER
(SAME NUMBER ON SHEET WHERE
DRAWN OR REFERENCED)

SHEET IDENTIFICATION NUMBER
INDICATES SHEET NUMBER WHERE
ELEVATION IS DRAWN

ELEVATION INDICATION

INDICATES
DIRECTION OF VIEW

ELEVATION IDENTIFICATION NUMBER
(SAME NUMBER ON SHEET WHERE
DRAWN OR REFERENCED)

SHEET IDENTIFICATION NUMBER
INDICATES SHEET NUMBER WHERE
ELEVATION IS DRAWN

SINGLE VIEW **TWO VIEWS** **THREE VIEWS** **FOUR VIEWS**

INTERIOR ELEVATION INDICATION

DOOR NUMBER

DOOR JAMB 4" OFF FACE OF WALL TYP. U.N.O.

DOOR **TO BE REMOVED** **EXISTING DOOR** **TO REMAIN**

DOOR INDICATION

NEW WALL

EXISTING WALL

WALL TO BE REMOVED

WALL INDICATION

COLUMN IDENTIFICATION
LETTER OR NUMBER FOR
NEW CONSTRUCTION

TRUE NORTH

ASSUMED NORTH IF
TRUE NORTH OR PLAN
NORTH WHERE TRUE
NORTH IS INDICATED
ARROW NOTATION

COLUMN INDICATION

WALL CONSTRUCTION
TYPE NUMBER AS LISTED
IN WALL TYPE LEGEND

DESCRIPTION
ORIGINATES AT WALL
SURFACE DESIGNATED

WALL TYPE NOTIFICATION

10'-0"

NOTE: DO NOT SCALE DRAWINGS
WITHOUT GRAPHIC SCALES WITH
PROPORTIONS OTHER THAN 1:1

WALL TYPE NOTIFICATION

NORTH INDICATION

ADDENDUM NUMBER

BULLETIN NUMBER

CURRENT REVISIONS SHALL BE SHOWN
ENCLOSED BY A PREFORM LINE

REVISION NOTIFICATION

STAIR DIRECTION TO
FLOOR ABOVE(UP)
OR BELOW(DOWN)

NUMBER OF TREADS
RISERS & HEIGHT OR
WIDTH (RUN) STAIRS IN RUN

DRAWING DIMENSION LINE INDICATION **STAIR DIRECTION NOTIFICATION**

	plan and elevation	
	brick pavers	
	porcelain tile	
	concrete	
	stud wall	
	hardwood floor	
	earth	
	cmu	
	brick	
	sand	
	gravel	
	supply	
	open chase	
	return	
	open chase	
	can't blocking	
	intermittent blocking	
	blown-in & batt insulation	
	rigid insulation	
	finished wood	
	glass	
	cultured stone	
	amount of hours	
	fire rated	
	plywood	
	gypsum board	
	granite & marble	
	stone veneer	
	steel	

1. ALL WORK SHALL BE DONE IN ACCORDANCE WITH APPLICABLE CODES, REGULATIONS AND LANDLORDS REQUIREMENTS
2. DO NOT SCALE DRAWINGS. FIELD VERIFY ALL DIMENSIONS AND JOB CONDITIONS
3. SHOULD ANY CONDITION ARISE WHERE THE INTENT OF THE DRAWINGS IS IN DOUBT, OR WHERE THERE APPEARS TO BE AN ERROR ON THE DRAWINGS OR A DISCREPANCY BETWEEN THE DRAWINGS AND THE FIELD CONDITIONS, THE ARCHITECT SHALL BE NOTIFIED AS SOON AS POSSIBLE. IF THE CONTRACTOR PROCEEDS WITH THE WORK SO AFFECTED WITHOUT INSTRUCTION FROM THE ARCHITECT, THE CONTRACTOR SHALL MAKE GOOD ANY RESULTING DAMAGE OR DEFECTS. THIS INCLUDES ERRORS IN THE SPECIFICATIONS AND NOTATIONAL ERRORS ON THE DRAWINGS WHERE DOUBTFUL OF INTERPRETATION.
4. IN THE CASE WHERE TWO OR MORE DETAILS APPLYING TO THE SAME PART OF THE WORK ARE IN CONFLICT, THE MOST RESTRICTIVE SHALL GOVERN UNLESS CLARIFIED OR OTHERWISE APPROVED BY THE ARCHITECT.
5. THE CONTRACTOR AND EACH SUBCONTRACTOR SHALL CAREFULLY EXAMINE THE CONDITIONS AFFECTING HIS WORK BEFORE PROCEEDING, AND SHALL REPORT TO THE ARCHITECT ANY CONDITION WHICH WOULD PREVENT THE PROPER AND LEGAL COMPLETION OF HIS WORK. NOT REPORTING ANY SUCH UNSUITABLE CONDITION WILL CONSTITUTE ACCEPTANCE OF ALL CONDITIONS BY THE CONTRACTOR AND/OR SUBCONTRACTOR.
6. APPROVAL OF SHOP DRAWINGS MEANS APPROVAL OF THE GENERAL METHOD OF FABRICATION ONLY. DIMENSIONS AND QUANTITIES MAY NOT BE CHECKED, AND APPROVAL OF SHOP DRAWINGS DOES NOT RELIEVE THE CONTRACTOR FROM COMPLIANCE WITH THE REQUIREMENTS OF THE DRAWINGS AND SPECIFICATIONS UNLESS SPECIFICALLY INDICATED IN THE APPROVAL.
7. IF SPECIFICATIONS ARE PROVIDED, SEE SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS. WHERE DRAWINGS AND SPECIFICATIONS CONFLICT, THE MOST RESTRICTIVE SHALL APPLY.
8. LANDLORDS BUILDING IS FULLY SPRINKLERED CONSTRUCTION.
9. PROVIDE 24, 10BC MINIMUM RATED FIRE EXTINGUISHER TO BE LOCATED WITHIN 75 FEET OF TRAVEL DISTANCE FROM ALL AREAS. PROVIDE ONE EXTINGUISHER FOR EACH 75 FEET OF TRAVEL.
10. PLANS OF ALTERATIONS TO EXISTING SPRINKLER SYSTEM SHALL BE APPROVED BY THE FIRE DEPARTMENT PRIOR TO INSTALLATION OF SYSTEM.
11. PLANS FOR ALL FIXED FIRE PROTECTION EQUIPMENT SUCH AS STANDPIPES, SPRINKLER SYSTEMS AND FIRE ALARM SYSTEMS, ETC. MUST BE SUBMITTED TO, AND APPROVED BY, THE FIRE PREVENTION BUREAU BEFORE THE EQUIPMENT IS INSTALLED.
12. 1" THIS DOOR TO REMAIN UNLOCKED DURING BUSINESS HOURS' SIGN, WITH MINIMUM ONE (1) INCH HIGH LETTERS SHALL BE PROVIDED ADJACENT TO FRONT EXIT DOOR. PROVIDE INDICATING TYPE LOCKS ON DOORS.
13. NO HAZARDOUS MATERIALS, LIQUIDS OR CHEMICALS SHALL BE STORED OR USED WITHIN THE SUBJECT BUILDING AS TO REQUIRE A HAZARDOUS CLASSIFICATION PER APPLICABLE UNIFORM BUILDING CODE.
14. ALL INTERIOR WALLS AND PARTITIONS SHALL BE DESIGNED AND CONSTRUCTED TO RESIST ALL LOADS TO WHICH THEY ARE SUBJECTED BUT NOT LESS THAN A FORCE OF 5 POUNDS PER SQUARE FOOT APPLIED PERPENDICULAR TO WALLS.
15. ALL EXITS SHALL BE OPENED FROM THE INSIDE WITHOUT THE USE OF A KEY OR ANY SPECIAL KNOWLEDGE OR EFFORT.
16. LIGHT, VENTILATION AND SANITATION SHALL COMPLY WITH SECTIONS OF APPLICABLE BUILDING CODES.
17. DOORS SHALL HAVE A CLEAR OPENING OF NO LESS THAN 32" WHEN OPEN AND BE OPERABLE BY A SINGLE EFFORT.
18. THE FLOOR INSIDE OR OUTSIDE OF A DOORWAY SHALL BE LEVEL FOR A DISTANCE OF 5'-0" FROM THE DOOR, IN THE DIRECTION OF THE DOOR SWING, AND SHALL EXTEND 18" BEYOND THE LATCH SIDE FOR THE INTERIOR DOORS AND 24" BEYOND THE LATCH SIDE FOR EXTERIOR DOORS.
19. SWITCHES AND CONTROLS FOR LIGHTS, VENTILATION, FIRE ALARMS, ETC. MUST BE PLACED NO MORE THAN 48" FROM THE FLOOR.
20. A 7'-0" MINIMUM VERTICAL CLEARANCE IN REQUIRED FROM THE FLOOR TO CEILINGS OR PROTRUDING WALL FIXTURES.
21. PROVIDE FIRE STOPPING AT ALL INTERCONNECTIONS BETWEEN CONCEALED VERTICAL AND HORIZONTAL SPACES.
22. DRAFTSTOPS MUST BE INSTALLED SO THAT THE LONGEST HORIZONTAL DIMENSION DOES NOT EXCEED 100 FEET.

ADDRESS	Auburn/ Liviana				
AREA OF WORK	133,000 sq.ft.				
APPLICABLE CONSTRUCTION CODES AND STANDARDS:					
BUILDING CODE:	Department of Energy, Labor and Economic Growth Michigan Building Code 2015 Michigan Barrier Free ICC/ANSI 117.1-2009				
MECHANICAL:	Michigan Mechanical Code 2015 (MMC-2015)				
PLUMBING:	Michigan Plumbing Code 2015 (MPC-2015)				
ELECTRICAL:	Michigan Electric Code 2015 (MEC-2015)				
FIRE:	International Fire Code 2015 (IFC-2015)				
Energy Code:	International Fire Code 2015 (IFC-2015)				
JURISDICTION:	City of Rochester Hills				
CHAPTER 2 - USE AND OCCUPANCY CLASSIFICATION					
SECTIONS 302.1, 301.4	BUILDING A:	M – MERCANTILE			
		B – BUSINESS			
	BUILDING B:	R-2 RESIDENTIAL			
	BUILDING C:	R-2 RESIDENTIAL			
CHAPTER 4 - SPECIAL DETAILED REQUIREMENTS BASED ON USE AND OCCUPANCY					
SECTIONS 420.2, 420.3	Swelling and expansion will shall be 1/2 hour rated fire partition per section 708.3.3 Horizontal separation between dwelling units and other occupancies shall be 1/2 hour Fire resistant rating per section 701.2.4.3 exception				
CHAPTER 5 – GENERAL BUILDING HEIGHTS & AREA					
SECTIONS 503, 506	BUILDING A: Construction Type I-B	Allowable stories/height: 3 stories – 75'			
		Proposed stories/height: 2 stories – 32'			
		Allowable area: 37,500 sq. ft. per story per table 506.2			
		Proposed area: 10,440 sq. ft. per story			
	BUILDING B: Construction Type I-B	Allowable stories/height: 3 stories – 75'			
		Proposed stories/height: 3 stories – 37'			
		Allowable area: 48,000 sq.ft. per story per table 506.2			
		Proposed area: 30,626 sq. ft. per story			
	BUILDING C: Construction Type I-B	Allowable stories/height: 3 stories – 75'			
		Proposed stories/height: 3 stories – 37'			
		Allowable area: 16,000 sq. ft. per story per table 506.2			
		Proposed area: 15,852 sq. ft. per story			
CHAPTER 6 – TYPES OF CONSTRUCTION					
SECTIONS 602, 603.5	ALL BUILDINGS TO BE TYPE II-B SPRINKLERED				
TABLE 601	Structural Frame = 0 Bearing Walls (CB) = 0 Nonbearing Walls Exterior = 0 Nonbearing Walls Interior = 0 Floor Construction = 0 Roof Construction = 0				
CHAPTER 7 - FIRE AND SMOKE PROTECTION FEATURES					
SECTION 713.4	1 hour Fire-Resistance Rating Required where < 4 stories 1 hour Fire-resistance Rating Provided				
SECTION 716	ASSEMBLY RATING	DOOR RATING	VISION PANEL SIZE		
	1 HOUR	SD MIN	100 SQ. IN.		
			1 HOUR (W-60)		
SECTION 720	Thermal & Sound Insulating Materials To meet ASTM E84 or UL 723 FS-25 SD-450				
CHAPTER 8 - INTERIOR FINISHES					
TABLE 803.1	Group: M-Mercantile	Interior exit stairways and exit passageways			
		Corridors and enclosure for exit access stairways	Class B		
		Rooms and enclosed spaces	Class C		
	Group: B-Business	Interior exit stairways and exit passageways			
		Corridors and enclosure for exit access stairways	Class B		
		Rooms and enclosed spaces	Class C		
	Group: R-2-Residential	Interior exit stairways and exit passageways			
		Corridors and enclosure for exit access stairways	Class C		
		Rooms and enclosed spaces	Class C		
CHAPTER 9 - FIRE PROTECTION SYSTEM					
SECTION 903	Building A: NFPA10 Automatic sprinkler to be provided Building B: NFPA10 Automatic sprinkler to be provided Building C: NFPA10R Automatic Sprinkler to be provided				
CHAPTER 10 - MEANS OF EGRESS					
SECTION 1004	OCCUPANT LOAD:	LOAD FACTOR	SUB TOTAL		
	FLOOR	USE	AREA		
		SQ.FT./PER	TOTAL		
Building A					
1st	Mercantile	10.440	150 sq.ft. gross/person		
2nd	Business	10.440	100 sq.ft. gross/person		
			278		
Building B					
1st	Residential	14.961	200 sq.ft. gross/person		
2nd	Residential	30.626	200 sq.ft. gross/person		
3rd	Residential	28.663	200 sq.ft. gross/person		
			373		
Building C					
1st	Residential	15.852	200 sq.ft. gross/person		
2nd	Residential	15.852	200 sq.ft. gross/person		
3rd	Residential	14.821	200 sq. ft. gross/person		
			235		
SECTION 1005	USE GROUP: B-BUSINESS Egress width (per 1005.3.1) 3x105=315" (2) 44" wide stairways provided USE GROUP: R-2-RESIDENTIAL (Building B 2nd floor) Egress width (per 1005.3.1) 3x154= 462" (3) 44" wide stairways provided USE GROUP: R-2-RESIDENTIAL (Building B 2nd floor) Egress width (per 1005.3.1) 3x154= 462" (2) 44" wide stairways provided				

DHARCCOM-020

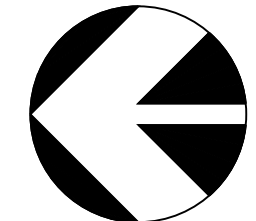
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Contractor Note:
The locations of existing underground utilities are shown in an approximate way only. The contractor shall determine the exact location of all existing utilities before commencing work. He agrees to be fully responsible for any and all damages which might be occasioned by his failure to exactly locate and preserve any and all underground utilities.



NORTH



SCALE: 1"=40'

BENCHMARK

DATUM- NAVD88

1. T/HYO ON LOT 37 SQUARE ACRES SUB. ELEVATION=670.72
2. SAN SEWER MANHOLE RIM ON PARCEL 20-14-152-001 ELEVATION=670.72



14

SITE

LOCATION MAP

SCALE: 4" = 1 MILE

PROPERTY DESCRIPTION

Record Property Descriptions:

#20-14-301-031

T2N, R11E, SEC 14 SQUARE ACRES SUB N O 1 W 500 FT OF LOT 37 ALSO W 500 FT OF THAT PART OF LOT 38 DESC AS BEG AT NW LOT COR, TH S 89-53-15 E 1058.79 FT, TH S 00-36-30 E 128.35 FT, TH N 82-59-15 W 1088.14 FT TO BEG EXC W 15 FT OF ABOVE DESC PARCEL TAKEN FOR ROCHESTER

#20-14-152-001

T2N, R11E, SEC 14 PART OF NW 1/4 BEG AT W 1/4 COR, TH N 00-36-30 W 219.59 FT, TH S 89-47-15 E 325 FT, TH S 00-16-30 E 219.59 FT, TH N 89-47-15 W 325 FT TO BEG EXC W 75 FT TAKEN FOR RD 1.26 A

As Surveyed Total Property Description:

A parcel of land in the West 1/2 of Section 14, T2N., R11E., City of Troy, Michigan together with part of Lots 37 and 38, "Square Acres Sub. No.1," as recorded in Liber 44, Page 48 of Oakland County Records described as: Beginning at the West 1/4 corner of Section 14; thence N00°37'21"W., 219.59 feet along the west line of Section 14 and the centerline of Rochester Road to the SE corner of "Shallowbrook Sub.," as recorded in Liber 144, Page 20 of Oakland County Records; thence along said "Shallowbrook Sub." the following three courses; S89°47'15"E., 325.00 feet; S00°37'21"E., 219.59 feet; S89°47'15"E., 235.00 feet along the east/west 1/4 line of Section 14; thence S00°37'57"E., 254.28 feet; thence N82°58'45"W., 489.31 feet to a point on the 75.0 foot right of way of Rochester Road; thence along said line N00°37'47"W., 196.26 feet to a point on the east/west 1/4 line of Section 14; thence along said line N89°47'15"W., 75.01 feet to the Point of Beginning and containing 4.146 acres.

SITE CRITERIA

- PARCEL IDENTIFICATION #: 20-14-152-002 AND 20-14-301-031
- EXISTING ZONING: R-1-C, RT, EP
- ADJACENT ZONINGS: LM
- AREA OF SITE: 4.146 ACRES
- PROPOSED USE:
- BUILDING AREA:

UTILITY SUMMARY

- WATER MAIN: MUNICIPAL
- SANITARY SEWER: MUNICIPAL
- STORM SEWER: ENCLOSED PIPE WITH OUTLET TO EX. STORM SEWER

TOPOGRAPHY LEGEND

- WATER MAIN
- STORM SEWER
- SANITARY SEWER
- EASEMENT
- EX. U.G. ELEC.
- EX. O.H. WIRES
- EX. U.G. TELE.
- EX. U.G. GAS
- ⊕ ROUND CATCH BASIN
- ⊕ SQUARE CATCH BASIN
- ⊕ UTILITY MANHOLE
- ⊕ STORM MANHOLE
- ⊕ END OF PIPE
- ⊕ SANITARY MANHOLE
- ⊕ CLEAN-OUT
- ⊕ MANHOLE
- ⊕ HYDRANT
- ⊕ GATE VALVE WELL
- ⊕ WATER VALVE
- ⊕ WATER BOX
- ⊕ VALVE
- ⊕ LIGHT POLE
- ⊕ AIR CONDITIONER
- ⊕ MAIL BOX
- ⊕ FENCE POST
- ⊕ DOWN SPOUT
- ⊕ SOIL BORING
- ⊕ ELEC TRANS PAD
- ⊕ UTILITY POLE
- ⊕ GUY ANCHOR
- ⊕ GUY POLE
- ⊕ SIGN POST
- ⊕ SPRINKLER HEAD
- ⊕ GAS METER
- ⊕ TELEPHONE RISER
- ⊕ ELECTRICAL RISER
- ⊕ CABLE TV RISER
- FF FINISHED FLOOR
- GF GARAGE FLOOR
- BF BASEMENT FLOOR
- CONC. CONCRETE
- SAN SET MAG. MAIL
- SIB SET IRON BAR
- FIB FOUND IRON BAR
- ★ MON FOUND C. MONUMENT

Sheet 2 of 2

EXISTING CONDITIONS

PART OF THE W. 1/2 OF SECTION 14
T.2N., R.11E., CITY OF TROY,
OAKLAND COUNTY, MICHIGAN

BY:

ADDITIONS AND/OR REVISIONS

DATE

180722-9896

Job No.

Date 08-24-18

Scale 1"=40'

Drawn CV

Check R.LINDH

Sheet 2 OF 2

Fld. Bk.

PROPOSED
000

MUKESH MANGLA

248-895-5564

PHONE 586 731-8030
FAX 586 731-2605

URBAN
LAND
CONSULTANTS ©

CIVIL ENGINEERS PLANNERS LAND SURVEYORS
8800 23 MILE ROAD SHELBY TWP., MI 48316-4516



CLIENT
BANK TROY 1, LLC
52 OAKTREE LANE
BOOMFIELD HILLS, MICHIGAN

PROJECT TITLE
**SHALLOWBROOK
TOWNHOMES**
16-4396 ROCHESTER ROAD
TROY, MICHIGAN

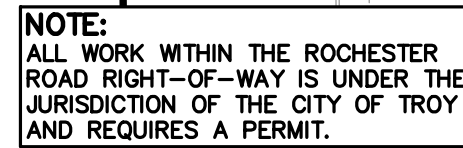
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ORIGINAL ISSUE DATE:
OCTOBER 16, 2020

DRAWING TITLE
**PRELIMINARY
GRADING PLAN**

EA JOB NO.	2018-300
M.	JBT
N.	TMK
ES.	TMK
DRAWING NUMBER:	

D-1



ROCHESTER ROAD (WIDTH VARIES)

NOTE:
A TEMPORARY GRADING AND
CONSTRUCTION EASEMENT FOR ALL
OFF-SITE WORK WILL BE OBTAINED
PRIOR TO CONSTRUCTION.

DRAINAGE SWALE
1.00% MINIMUM, TY

MATCH EX.
665.3

MATCH E
±664.3

MAT
±66

MA
+6

MAT
±66

MATCH
±664.C

GR

NG 1

N

PEA JOB NO. 2018-300

P.M.
JBT

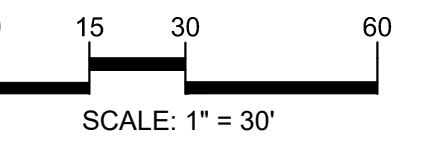
DN. TMK

DES. TMK

DRAWING NUMBER:

P_1

S:\PROJECTS\2018\2018-300 4516 ROCHESTER ROAD - TROY - pt\DWG\SITE PLANS\P-1 GRADE -18300.dwg



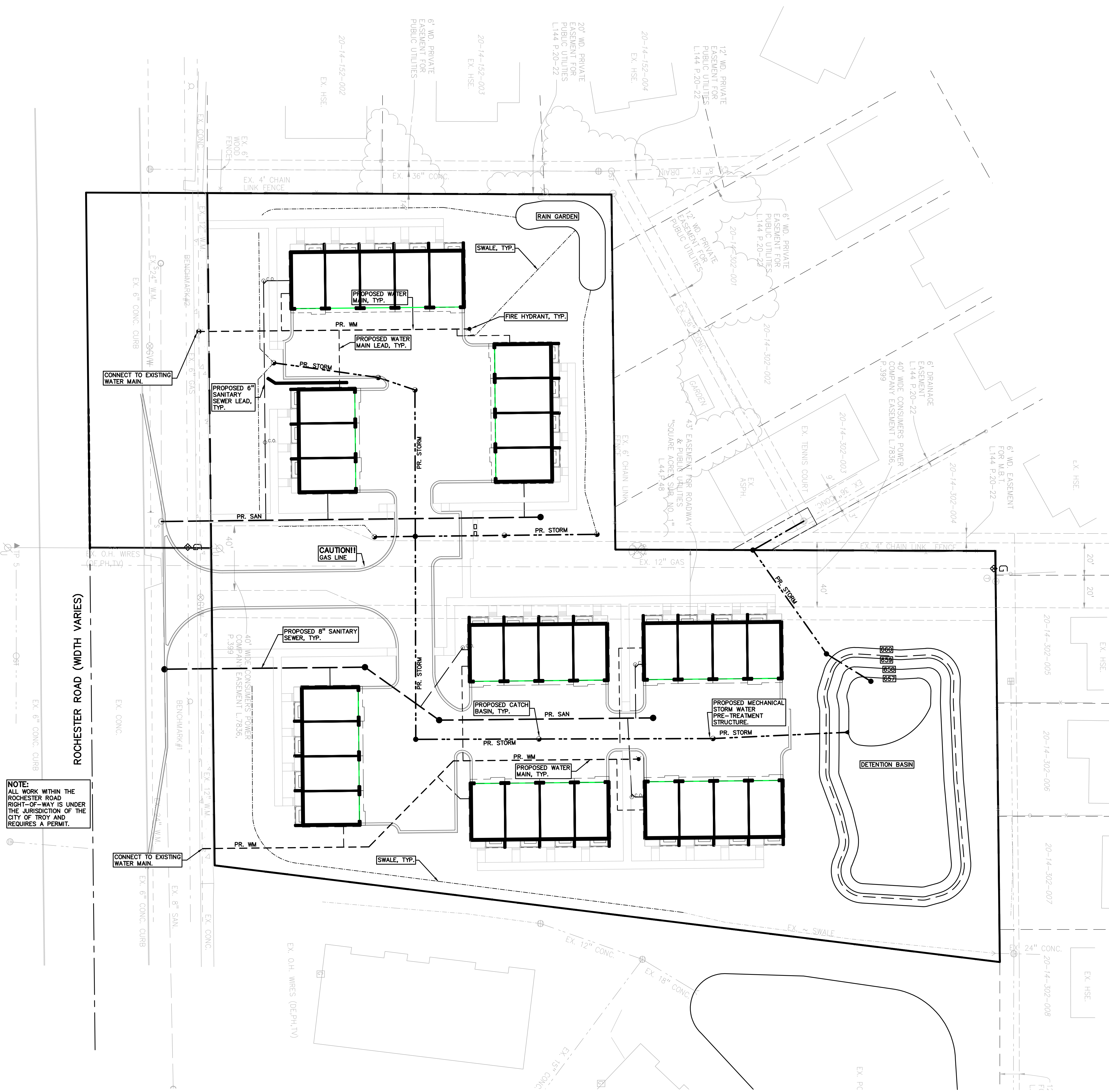
CLIENT
BANK TROY 1, LLC
52 OAKTREE LANE
BLOOMFIELD HILLS, MICHIGAN

PROJECT TITLE
**SHALLOWBROOK
TOWNHOMES**
16-4396 ROCHESTER ROAD
ROY, MICHIGAN

REVISIONS

DRAWING TITLE
**PRELIMINARY
UTILITY PLAN**

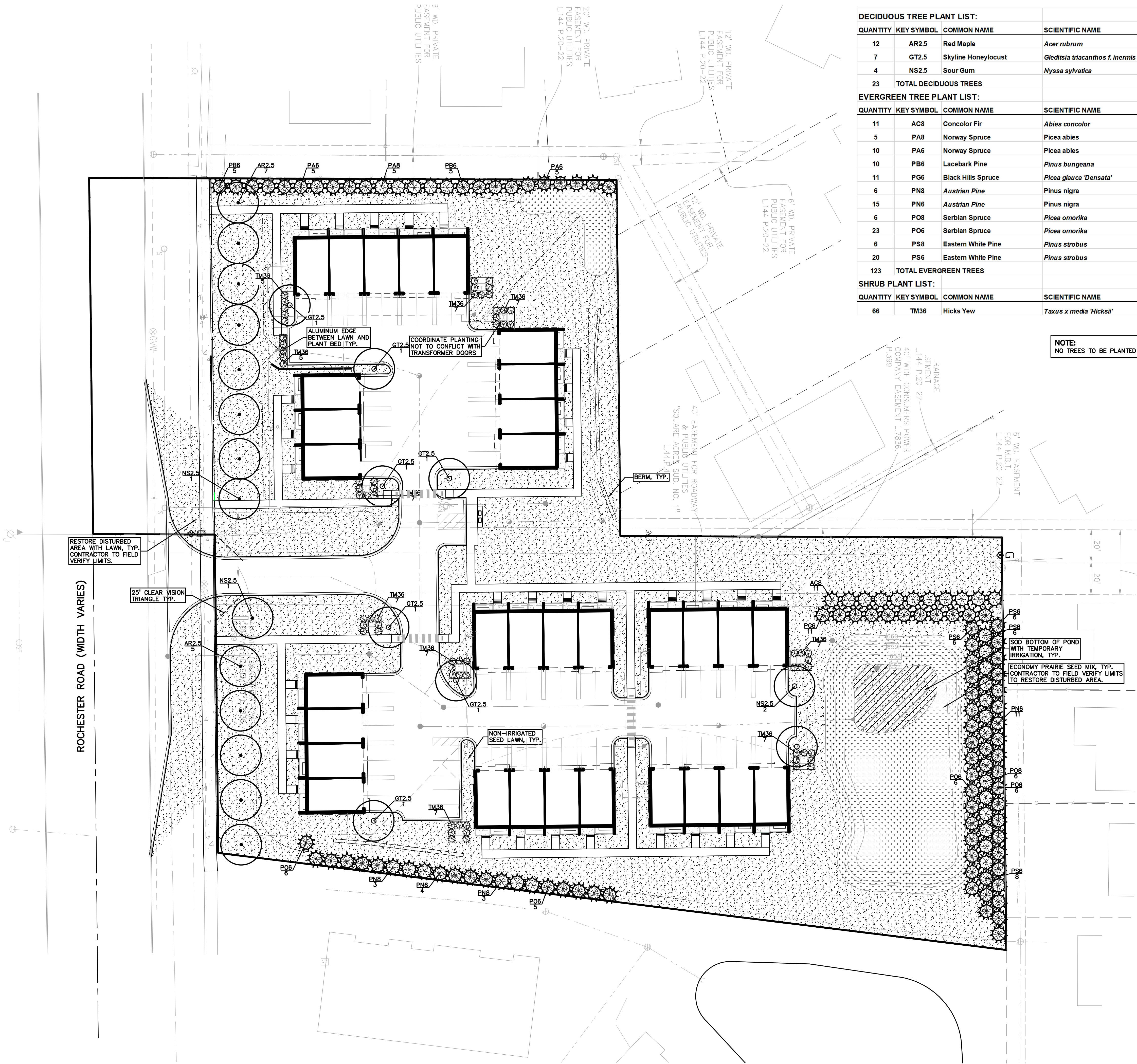
EA JOB NO.	2018-300
M.	JBT
N.	TMK
ES.	TMK
DRAWING NUMBER:	



NOTE:
ALL WORK WITHIN THE
ROCHESTER ROAD
RIGHT-OF-WAY IS UNDER
THE JURISDICTION OF THE
CITY OF TROY AND
REQUIRES A PERMIT.

S: \PROJECTS\2018\2018-300 4516 ROCHESTER ROAD - TROY - pt\DWG\SITE PLANS\P-2 UTIL -18300.dwg

S:\PROJECTS\2018-2020\4516 ROCHESTER ROAD - TROY - JBT\LANDSCAPE\SITE PLANS\PL-1.0 Prelim-LANDSCAPE-PLAN_B-300_revised.dwg



DECIDUOUS TREE PLANT LIST:					
QUANTITY	KEY SYMBOL	COMMON NAME	SCIENTIFIC NAME	SIZE	SPEC
12	AR2.5	Red Maple	<i>Acer rubrum</i>	2.5" Cal.	B&B
7	GT2.5	Skyline Honeylocust	<i>Gleditsia triacanthos f. inermis 'Skycole'</i>	2.5" Cal.	B&B
4	NS2.5	Sour Gum	<i>Nyssa sylvatica</i>	2.5" Cal.	B&B
23	TOTAL DECIDUOUS TREES				

EVERGREEN TREE PLANT LIST:					
QUANTITY	KEY SYMBOL	COMMON NAME	SCIENTIFIC NAME	SIZE	SPEC
11	AC8	Concolor Fir	<i>Abies concolor</i>	8' Ht.	B&B
5	PA8	Norway Spruce	<i>Picea abies</i>	8' Ht.	B&B
10	PA6	Norway Spruce	<i>Picea abies</i>	8' Ht.	B&B
10	PB6	Lacebark Pine	<i>Pinus bungeana</i>	6' Ht.	B&B
11	PG6	Black Hills Spruce	<i>Picea glauca 'Densata'</i>	6' Ht.	B&B
6	PN8	Austrian Pine	<i>Pinus nigra</i>	8' Ht.	B&B
15	PN6	Austrian Pine	<i>Pinus nigra</i>	6' Ht.	B&B
6	PO8	Serbian Spruce	<i>Picea omorika</i>	8' Ht.	B&B
23	PO6	Serbian Spruce	<i>Picea omorika</i>	6' Ht.	B&B
6	PS8	Eastern White Pine	<i>Pinus strobus</i>	8' Ht.	B&B
20	PS6	Eastern White Pine	<i>Pinus strobus</i>	6' Ht.	B&B
123	TOTAL EVERGREEN TREES				

SHRUB PLANT LIST:					
QUANTITY	KEY SYMBOL	COMMON NAME	SCIENTIFIC NAME	SIZE	SPEC
66	TM36	Hicks Yew	<i>Taxus x media 'Hicksii'</i>	36" Ht.	Cont.

NOTE:
NO TREES TO BE PLANTED WITHIN 5' FROM UTILITY LEADS

KEY:

- = GREENBELT TREES
- = REPLACEMENT TREES
- = PARKING LOT TREES
- = ADDITIONAL CONDITIONS TREES
- = SHRUBS
- = NON-IRRIGATED SEED LAWN
- = ECONOMY PRAIRIE SEED MIX BY: CARDNO NATIVE PLANT NURSERY 574-586-2412 PROVIDE EROSION MAT ON SLOPES
- = SOD LAWN WITH TEMPORARY IRRIGATION

LANDSCAPE CALCULATIONS:
PER CITY OF TROY ZONING ORDINANCE: ZONED R1-C, RT, EP

GREENBELT
REQUIRED: 1 TREE/ 30 LF ALONG ROCHESTER RD. 416/30 = 14 TREES REQUIRED
PROVIDED: 14 TREES PROVIDED

TREE REPLACEMENT
REQUIRED: WOODLAND TREES REQUIRE 50% DBH REPLACEMENT AND LANDMARK 100% DBH REPLACEMENT. 15" WOODLAND AND 68" LANDMARK = 83" TOTAL REPLACEMENT / 2.5" CAL = 34 TREES REQUIRED. SEE SHEET PT-1.0 FOR REPLACEMENT CALCS.
PROVIDED: 34 TREES PROVIDED.

PARKING LOT LANDSCAPE
REQUIRED: 1 TREE FOR EVERY 8 PARKING SPACES. 71 SPACES/ 8 = 9 TREES REQUIRED. 3' LANDSCAPE HEDGE TO SCREEN PARKING FROM PUBLIC ROADWAY.
PROVIDED: 9 TREES PROVIDED. HEDGE PROVIDED FOR SCREENING.

ADDITIONAL LANDSCAPE CONDITIONS
PROVIDED:
123 TREES PROVIDED, 34 TO COUNT TOWARDS REPLACEMENT TREES.
• 250' EVERGREEN SCREENING ALONG THE SOUTHERN PROPERTY TO BRIGGS PARK (21 TREES)
• ENHANCE THE OPEN SPACE EASEMENT WITH ~ 2 ROWS OF EVERGREEN SCREENING TO THE NORTH (22 TREES) AND 3 ROWS TO THE EAST OF THE POND (55 TREES).
• 1 LARGE EVERGREEN TREE/ 10 LF FOR SCREENING ALONG THE NORTHERN PROPERTY LINE (25 TREES).

- GENERAL PLANTING NOTES:**
- LANDSCAPE CONTRACTOR SHALL VISIT SITE, INSPECT EXISTING SITE CONDITIONS AND REVIEW PROPOSED PLANTING AND RELATED WORK. IN CASE OF DISCREPANCY BETWEEN PLAN AND PLANT LIST, PLAN SHALL GOVERN QUANTITIES. CONTACT LANDSCAPE ARCHITECT WITH ANY CONCERNS.
 - CONTRACTOR SHALL VERIFY LOCATIONS OF ALL ON SITE UTILITIES PRIOR TO BEGINNING CONSTRUCTION ON HIS/HER PHASE OF WORK. ELECTRIC, GAS, TELEPHONE, CABLE TELEVISION MAY BE LOCATED BY CALLING MISS DIG 1-800-482-7171. ANY DAMAGE OR INTERRUPTION OF SERVICES SHALL BE THE RESPONSIBILITY OF CONTRACTOR. CONTRACTOR SHALL COORDINATE ALL RELATED ACTIVITIES WITH OTHER TRADES ON THE JOB AND SHALL REPORT ANY UNACCEPTABLE JOB CONDITIONS TO OWNER'S REPRESENTATIVE PRIOR TO COMMENCING.
 - ALL PLANT MATERIAL SHALL MEET THE MINIMUM REQUIREMENTS FOR ALL NURSERY STOCK PER AMERICAN STANDARD FOR NURSERY STOCK ANSI (Z60.1).
 - CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL QUANTITIES SHOWN ON LANDSCAPE PLAN PRIOR TO PRICING THE WORK.
 - THE OWNER'S REPRESENTATIVE RESERVES THE RIGHT TO REJECT ANY PLANT MATERIAL NOT MEETING SPECIFICATIONS.
 - ALL TREES TO HAVE CLAY OR CLAY LOAM BALLS, TREES WITH SAND BALLS WILL BE REJECTED.
 - NO MACHINERY IS TO BE USED WITHIN THE DRIP LINE OF EXISTING TREES. HAND GRADE ALL LAWN AREAS WITHIN THE DRIP LINE OF EXISTING TREES.
 - ALL TREE LOCATIONS SHALL BE STAKED BY LANDSCAPE CONTRACTOR AND ARE SUBJECT TO THE APPROVAL OF THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION OF THE PLANT MATERIAL.
 - IT IS MANDATORY THAT POSITIVE DRAINAGE IS PROVIDED AWAY FROM ALL BUILDINGS.
 - ALL PLANTING BEDS SHALL RECEIVE 3" SHREDDED HARDWOOD BARK MULCH WITH PRE EMERGENT, SEE SPECIFICATIONS. SHREDDED PALETTE AND DYED MULCH WILL NOT BE ACCEPTED.
 - ALL LANDSCAPED AREAS SHALL RECEIVE 3" COMPACTED TOPSOIL.
 - SEE SPECIFICATIONS FOR ADDITIONAL COMMENTS, REQUIREMENTS, PLANTING PROCEDURES AND WARRANTY STANDARDS.
 - FOR NON-LAWN SEED MIX AREAS, AS NOTED ON PLAN, BRUSH MOW ONCE SEASONALLY FOR INVASIVE SPECIES CONTROL.
 - IF SPECIFIED PLANTS ARE UNAVAILABLE, THE CONTRACTOR MAY SUBMIT A SUBSTITUTION REQUEST TO THE LANDSCAPE ARCHITECT FOR APPROVAL. THE PROPOSED SUBSTITUTION MUST BE SIMILAR TO THE ORIGINAL SPECIFIED MATERIAL IN APPEARANCE, FORM, AND SIZE.

PEA GROUP
t: 844.813.2949
www.peagroup.com

JOHN BRUCE THOMPSON ENGINEER NO. 43292

NORTH

0 15 30 60
SCALE: 1" = 30'

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

CAUTION!!
THE LOCATIONS AND ELEVATIONS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THIS DRAWING ARE ONLY APPROXIMATE. NO GUARANTEE IS EITHER EXPRESSED OR IMPLIED AS TO THE COMPLETENESS OR ACCURACY THEREOF. THE CONTRACTOR SHALL BE EXCLUSIVELY RESPONSIBLE FOR DETERMINING THE EXACT UTILITY LOCATIONS AND ELEVATIONS PRIOR TO THE START OF CONSTRUCTION.

CLIENT
MNK TROY 1, LLC
1052 OAKTREE LANE
BLOOMFIELD HILLS, MICHIGAN

PROJECT TITLE
SHALLOWBROOK TOWNHOMES
4516-4598 ROCHESTER ROAD
TROY, MICHIGAN

REVISIONS	

ORIGINAL ISSUE DATE:
OCTOBER 16, 2020

DRAWING TITLE
PRELIMINARY LANDSCAPE PLAN

PEA JOB NO.	2018-300
P.M.	JBT
DN.	TMK
DES.	TMK

DRAWING NUMBER:

NOT FOR CONSTRUCTION

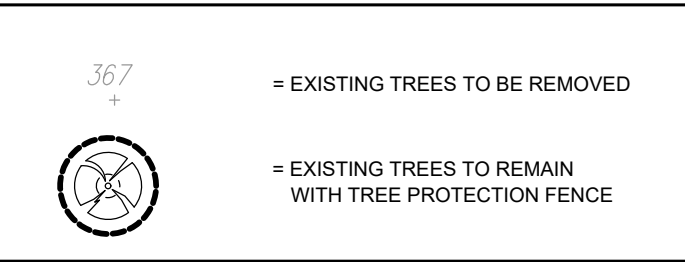
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ROCHESTER ROAD (WIDTH VARIES)



KEY:



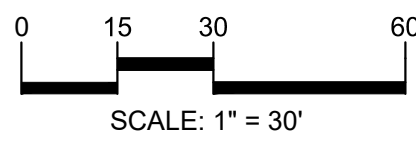
WOODLAND TREES			
WOODLAND TREES REMOVED:	2	(REPLACE AT 50% OF REMOVED DBH)	
30" DBH x 0.5 =	15"	REPLACEMENT	
WOODLAND TREES SAVED:	0	(CREDIT OF 2X DBH)	
" DBH x 2 =	"	CREDIT	
15	-	0	= 15
15 " DBH REQUIRED FOR WOODLAND REPLACEMENT			

LANDMARK TREES			
LANDMARK TREES REMOVED:	2	(REPLACE AT 100% OF REMOVED DBH)	
53" DBH x 1 =	53"	REPLACEMENT	
LANDMARK TREES SAVED:	0	(CREDIT OF 2X DBH)	
" DBH x 2 =	"	CREDIT	
53	-	0	= 53
68 " TOTAL DBH REQUIRED FOR REPLACEMENT			

TAG	CODE	DBH	COMMON NAME	LATIN NAME	COND	NOTE	CLASS	SAVE / REMOVE	REPLACE
131	E	17	American Elm	Ulmus americana	Poor		INVASIVE	R	-
256	ER	12	Eastern Redbud	Cercis canadensis	Poor		LANDMARK	R	-
262	WC	15	White Cedar	Thuja occidentalis	Poor		WOODLAND	R	-
264	SC	15	Scotch Pine	Pinus sylvestris	Very Poor		WOODLAND	R	-
267	ER	8	Eastern Redbud	Cercis canadensis	Poor		LANDMARK	R	-
268	ER	8	Eastern Redbud	Cercis canadensis	Poor		LANDMARK	R	-
269	ER	8	Eastern Redbud	Cercis canadensis	Poor		LANDMARK	R	-
271	SC	10	Scotch Pine	Pinus sylvestris	Poor		WOODLAND	R	-
272	SC	10	Scotch Pine	Pinus sylvestris	Poor		WOODLAND	R	-
275	SC	12	Scotch Pine	Pinus sylvestris	Poor		WOODLAND	R	-
283	SM	20	Silver Maple	Acer saccharinum	Very Poor		INVASIVE	S	-
336	SM	48	Silver Maple	Acer saccharinum	Fair		INVASIVE	R	-
337	SM	19	Silver Maple	Acer saccharinum	Poor		INVASIVE	R	-
338	SM	22	Silver Maple	Acer saccharinum	Poor		INVASIVE	R	-
339	SM	25	Silver Maple	Acer saccharinum	Poor		INVASIVE	R	-
340	E	12	American Elm	Ulmus americana	Poor		INVASIVE	R	-
341	E	7	American Elm	Ulmus americana	Poor		INVASIVE	R	-
342	BW	26	Black Walnut	Juglans nigra	Fair		LANDMARK	R	REPLACE
344	E	17	American Elm	Ulmus americana	Poor		INVASIVE	R	-
345	SM	24	Silver Maple	Acer saccharinum	Poor		INVASIVE	R	-
346	SM	23	Silver Maple	Acer saccharinum	Poor		INVASIVE	R	-
348	SM	12	Silver Maple	Acer saccharinum	Poor		INVASIVE	R	-
349	SM	8	Silver Maple	Acer saccharinum	Poor		INVASIVE	R	-
350	SM	15	Silver Maple	Acer saccharinum	Good		INVASIVE	R	-
351	SU	12	Sugar Maple	Acer saccharum	Poor		WOODLAND	R	-
352	SU	15	Sugar Maple	Acer saccharum	Poor		WOODLAND	R	-
353	SU	24	Sugar Maple	Acer saccharum	Poor		LANDMARK	R	-
354	SWO	14	Swamp White Oak	Quercus bicolor	Poor		WOODLAND	R	-
355	E	6	American Elm	Ulmus americana	Poor		INVASIVE	R	-
356	AP	24	Domestic Apple	Malus sylvestris	Poor		LANDMARK	R	-
357	AP	24	Domestic Apple	Malus sylvestris	Poor		LANDMARK	R	-
358	AP	24	Domestic Apple	Malus sylvestris	Poor		LANDMARK	R	-
359	SM	10	Silver Maple	Acer saccharinum	Poor		INVASIVE	R	-
360	CT	24	Cottonwood	Populus deltoides	Fair		INVASIVE	R	-
361	BC	7	Wild Black Cherry	Prunus serotina	Poor		WOODLAND	R	-
362	E	7	American Elm	Ulmus americana	Poor		INVASIVE	R	-
363	PW	24	White Poplar	Populus alba	Poor		INVASIVE	R	-
364	E	12	American Elm	Ulmus americana	Poor		INVASIVE	R	-
365	E	24	American Elm	Ulmus americana	Very Poor		INVASIVE	R	-
366	SM	36	Silver Maple	Acer saccharinum	Poor		INVASIVE	R	-
367	SM	24	Silver Maple	Acer saccharinum	Poor		INVASIVE	R	-
368	CT	24	Cottonwood	Populus deltoides	Poor		INVASIVE	R	-
369	CT	24	Cottonwood	Populus deltoides	Fair		INVASIVE	R	-
371	PW	24	White Poplar	Populus alba	Fair		INVASIVE	R	-
379	SC	10	Scotch Pine	Pinus sylvestris	Very Poor		WOODLAND	S	-
380	PR	12	Pear	Pyrus communis	Very Poor		LANDMARK	R	-
381	PR	12	Pear	Pyrus communis	Poor		LANDMARK	R	-
382	SC	8	Scotch Pine	Pinus sylvestris	Poor		WOODLAND	R	-
383	BX	30	Box elder	Acer negundo	Poor		INVASIVE	R	-
384	RC	12	Red Cedar	Juniperus virginiana	Poor		INVASIVE	R	-
385	BW	6	Black Walnut	Juglans nigra	Poor		WOODLAND	R	-
389	BX	12	Box elder	Acer negundo	Very Poor		INVASIVE	R	-
801	SC	18	Scotch Pine	Pinus sylvestris	Poor		LANDMARK	R	-
802	SM	48	Silver Maple	Acer saccharinum	Poor		INVASIVE	R	-
803	E	36	American Elm	Ulmus americana	Poor		INVASIVE	R	-
804	SM	24	Silver Maple	Acer saccharinum	Poor		INVASIVE	R	-
805	SC	12	Scotch Pine	Pinus sylvestris	Poor		WOODLAND	R	-
806	SC	24	Scotch Pine	Pinus sylvestris	Poor		LANDMARK	R	-
808	SC	27	Scotch Pine	Pinus sylvestris	Fair		LANDMARK	R	REPLACE
919	SM	12	Silver Maple	Acer saccharinum	Poor		INVASIVE	R	-
930	E	14	American Elm	Ulmus americana	Poor		INVASIVE	S	-
931	E	14	American Elm	Ulmus americana	Poor		INVASIVE	R	-
938	NM	13	Norway Maple	Acer platanoides	Fair		INVASIVE	R	-
939	E	11	American Elm	Ulmus americana	Poor		INVASIVE	R	-
947	SM	36	Silver Maple	Acer saccharinum	Poor		INVASIVE	R	-
948	SM	36	Silver Maple	Acer saccharinum	Poor		INVASIVE	R	-
952	SM	13	Silver Maple	Acer saccharinum	Fair		INVASIVE	R	-
963	SU	10	Sugar Maple	Acer saccharum	Poor		WOODLAND	S	-
1703	SM	42	Silver Maple	Acer saccharinum	Very Poor		INVASIVE	R	-
1708	SM	36	Silver Maple	Acer saccharinum	Very Poor		INVASIVE	R	-
1731	SM	18	Silver Maple	Acer saccharinum	Poor		INVASIVE	R	-
1742	SU	24	Sugar Maple	Acer saccharum	Poor		LANDMARK	R	-
1756	SU	15	Sugar Maple	Acer saccharum	Fair		WOODLAND	R	REPLACE
1758	SU	15	Sugar Maple	Acer saccharum	Fair		WOODLAND	R	REPLACE
4492	E	12	American Elm	Ulmus americana	Poor		INVASIVE	R	-

PEA
GROUP

t: 844.813.2949
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CLIENT
MNK TROY 1, LLC
1052 OAKTREE LANE
BLOOMFIELD HILLS, MICHIGAN

PROJECT TITLE
SHALLOWBROOK TOWNHOMES
4516-4598 ROCHESTER ROAD
TROY, MICHIGAN

REVISIONS

ORIGINAL ISSUE DATE:
OCTOBER 13, 2020

DRAWING TITLE
**PRELIMINARY
TREE
PRESERVATION
PLAN**

PEA JOB NO. 2018-300

P.M. JBT

DN. TMK

DES. TMK

DRAWING NUMBER:

TP-1.0

NOT FOR CONSTRUCTION

INFO@DESIGNHAUS.COM

32 Units in 7 Buildings

2.5 Story
Multi-Family Townhome
w/ 2 Car Garage

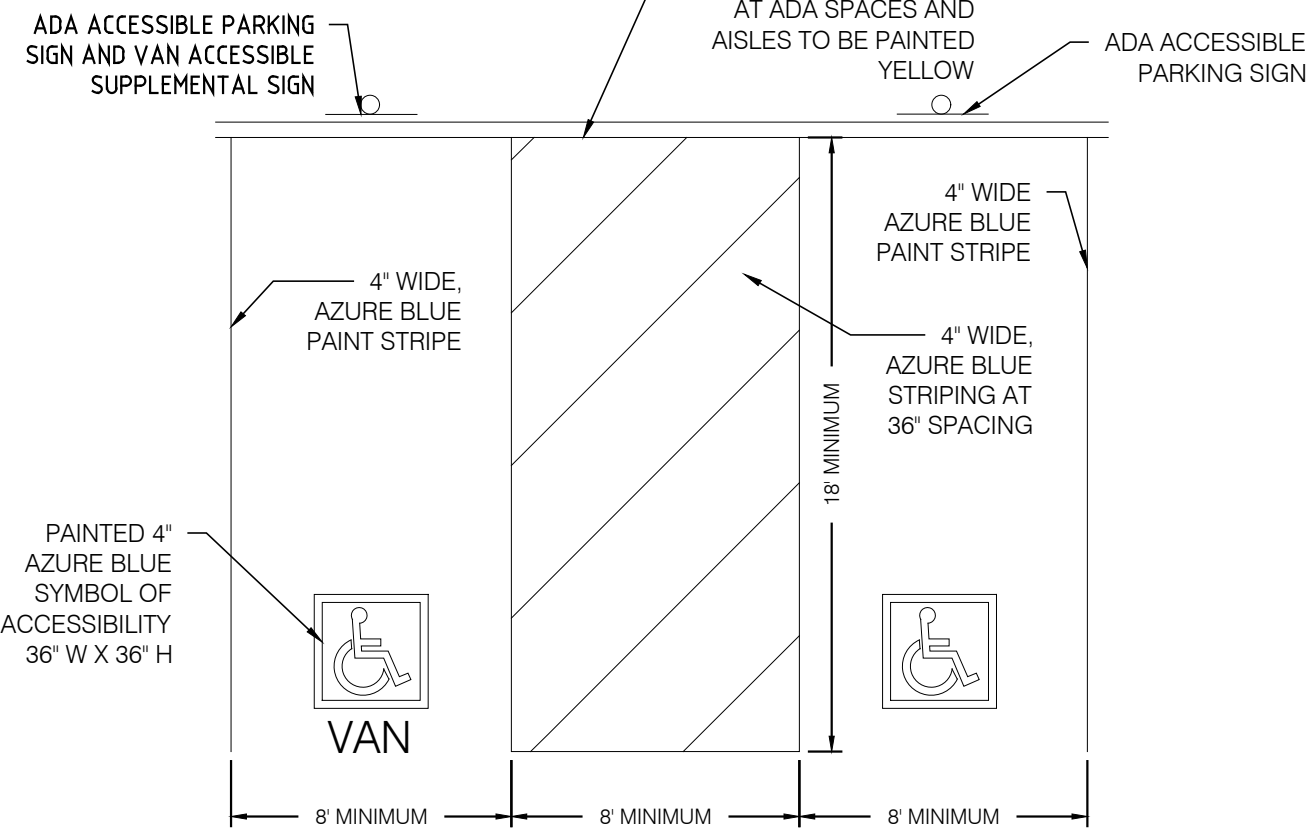
STOP SIGN
(R1-1)

NOTE:

1. ALL SIGNS SHALL BE IN ACCORDANCE WITH THE FEDERAL HIGHWAY ADMINISTRATION (FHWA) MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD), EXCEPT AS NOTED.
2. ALL SIGNS SHALL BE MOUNTED AS TO NOT OBSTRUCT THE SHAPE OF "STOP" (R1-1) AND "YIELD" (R1-2) SIGNS.

SIGN DATA TABLE

NOTE: SEE SITE PLAN FOR EXACT SIGN LOCATIONS.



ACCESSIBLE PARKING STALL MARKINGS



LATERAL CLEARANCE:
IN URBAN AREAS, A MINIMUM CLEARANCE OF TWO FEET BETWEEN CURB FACE AND SIGN INSTALLATION SHOULD BE MAINTAINED, BUT A CLEARANCE OF ONE FOOT FROM CURB FACE IS PERMISSIBLE WHERE SIDEWALK WIDTH IS LIMITED OR WHERE EXISTING POLES ARE CLOSE TO THE CURB.

**NOTE: SIGNS
TO BE ERECTED
PERPENDICULAR
TO DRIVE**

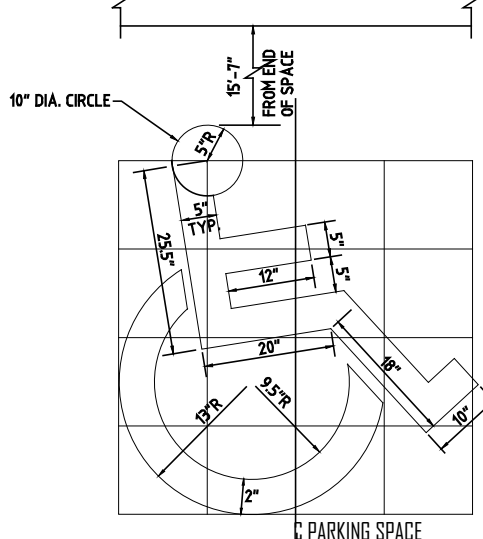
DISTANCE BETWEEN SIGNS:
SIGNS SHALL BE PLACED AS TO BE LEGIBLE FROM ONE SIGN TO THE NEXT. SIGNS SHALL GENERALLY OCCUR EVERY 100 FT. OR AS APPROVED BY THE FIRE OFFICIAL OR HIS DESIGNATE.

FIRE LANE SIGN DETAIL



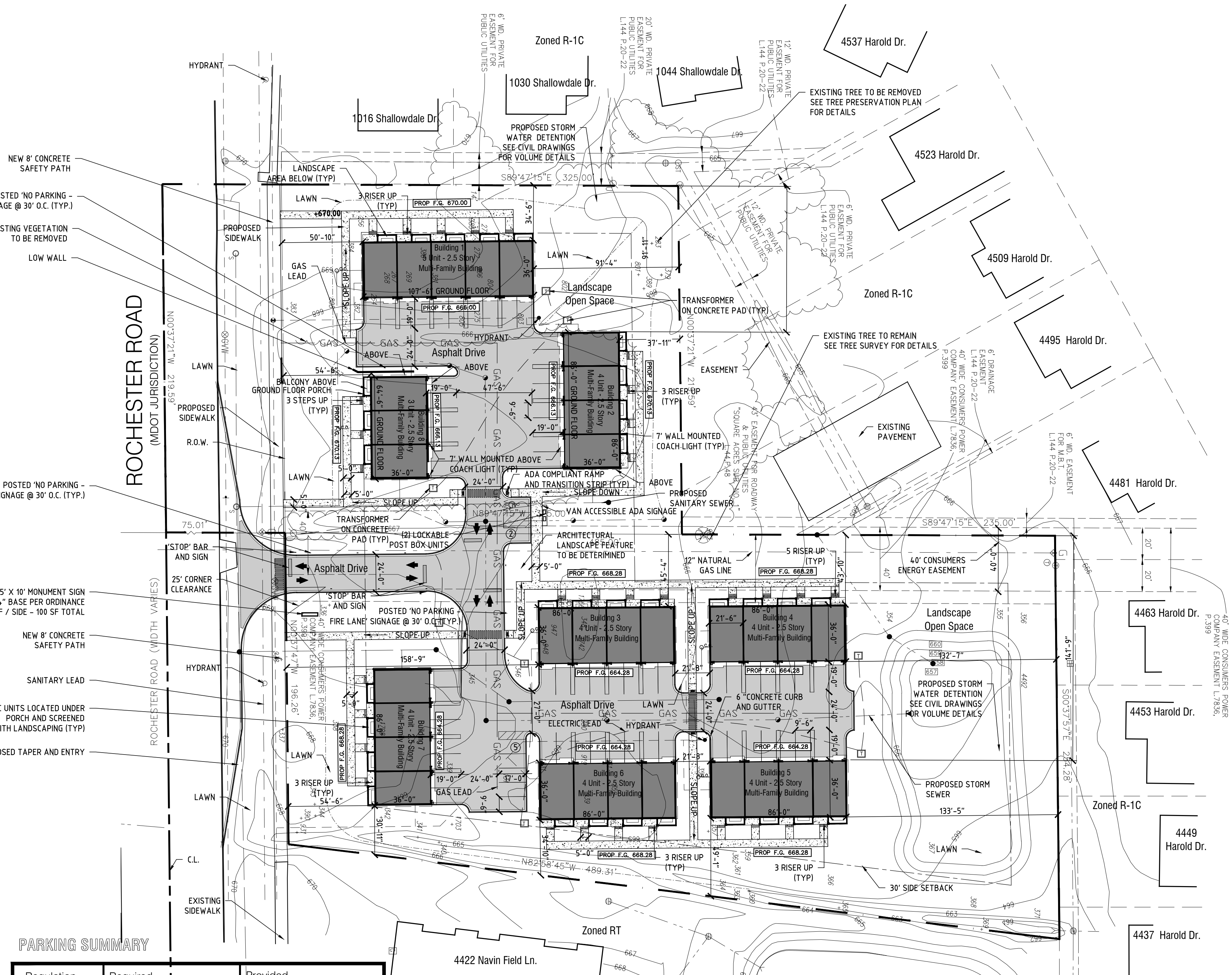
12" x 18"
GREEN BORDER AND LEGEND
WHITE SYMBOL, BLUE BACKGROUND.
REFLECTORIZED
60" MINIMUM ABOVE GRADE MEASURED FROM
BOTTOM OF SIGN.

BARRIER FREE SIGN DETAIL



NOTE: SYMBOL SHALL BE PAINTED WITH
BLUE TRAFFIC PAINT. WITHIN OUTLINE SHOWN
NOT TO SCALE

BARRIER FREE PARKING SYMBOL



PARKING SUMMARY

Regulation	Required	Provided
Multi-Family	1 Spaces / Efficiency 2 Spaces / Unit	32 Units w/ 2 Car Garage 64 Residential Spaces 9 Visitor Spaces

NOTES

1. Mechanical units to be wall mounted and internal (Magic Pack Units).
2. Lighting and photometric information provided on lighting plans.
3. All signs to meet Chapter 85 of City Code of Ordinances and be approved by Building Department.
4. Use MDOT R-28 series, sidewalk ramp and detectable warning details for sidewalk ramps and detectable warning strips.
5. Maintain 10-foot horizontal separation between all underground utilities throughout.
6. Rochester Road is under the jurisdiction of MDOT.

BUILDING INFORMATION

	Floor Area	Bedroom Count	
Building 1	11,748 Sq. Ft.	5 Units	3 Bedrooms / Unit 15 Bedrooms Total
Building 2-7	9,518 Sq. Ft.	4 Units x 6 Buildings (24 Units)	3 Bedrooms / Unit 72 Bedrooms Total
Building 8	7,288 Sq. Ft.	3 Units	3 Bedrooms / Unit 9 Bedrooms Total 96 Bedrooms Total

SITE DATA

Regulation	Information
Parcel I.D.	88-20-14-152-001 / 88-20-14-301-031
Address	4516 - 4396 Rochester Rd.
Zoning	RT / EP
Parcel Area	(164,132 Sq.Ft.) 3.77 Acres

ZONING SCHEDULE OF REGULATIONS

Regulation	Provided per Agreement	
Setbacks	Front: 50' Sides: 30' Rear: 35' EP Setback W PL - 100'	
Building Height	2.5 Stories - 30.00'	
Coverage	Maximum 20% Building Coverage - 15% Minimum Open Space - 85% Impervious Surfaces Coverage - (62,473 Sq. Ft.)	15.37% Provided 61.94% Provided 38.07% Provided

Typical Post Box



Architectural Site Plan

SCALE: 1" = 40'



GENERATION LIGHTING

8338751-12: Small One Light Downlight Outdoor Wall
Lantern



Collection: Sevier

Featured in the decorative Sevier collection

1 A19 Medium 100 watt light bulb

satín etched glass panels

Easily converts to LED with optional replacement lamps

Meets Title 24 energy efficiency standards

UPC #:785652056116

Finish: Black (12)

Shade / Glass / Diffuser Details:

Part	Material	Finish	Quantity	Item Number	Length	Width	Height	Diameter	Fitter Diameter	Shade Top Length	Shade Top Width	Shade Top Diameter
Panel	Glass	Satin Etched	6			2 1/8	6					

Backplate / Canopy Details:

Type	Height / Length	Width	Depth	Diameter	Outlet Box Up	Outlet Box Down
Back Plate	5 3/8	4 1/2	7/8		2 3/4	9 3/4

Shipping Information:

Package Type	Product #	Quantity	UPC	Length	Width	Height	Cube	Weight	Frt. Class	UPS Ship
Individual	8338751-12	1	785652056116	15.5	9	9.75	0.787	3.2	175	Yes
NJ Pallet		96		48	40	77	85.556	307.2		No
NV Pallet		96		48	40	77	85.556	307.2		No

Generation Lighting reserves the right to revise the design of components of any product due to parts availability or change in safety listing standards without assuming any obligation or liability to modify any products previously manufactured and without notice. This literature depicts a product design that is the sole and exclusive property of Generation Lighting. In compliance with U.S. copyright and patent requirements, notification is hereby presented in the form that this literature, or the product it depicts, is not to be copied, altered or used in any manner without the express written consent of, or contrary to the best interests of Generation Lighting, a Visual Comfort & Co. brand.

Designer

JD/KB

Date

8/7/2020

Scale

Not to Scale

TROY TOWNHOMES
PHOTOMETRIC SITE PLAN
PREPARED FOR: DESIGNHAUS

Schedule										
Symbol	Label	QTY	Manufacturer	Catalog Number	Description	Lamp	Number Lamps	Lumens per Lamp	LLF	Wattage
	E	80	GENERATION BRANDS	8338751-12	OUTDOOR WALL LANTERN	A19 100W MAX.	1	1346	0.45	100

Mounting Height Note

MOUNTING HEIGHT IS MEASURED FROM GRADE TO FACE OF FIXTURE. POLE HEIGHT SHOULD BE CALCULATED AS THE MOUNTING HEIGHT LESS BASE HEIGHT.

Drawing Note

THIS DRAWING WAS GENERATED FROM AN ELECTRONIC IMAGE FOR ESTIMATION PURPOSE ONLY. LAYOUT TO BE VERIFIED IN FIELD BY OTHERS.

General Note

- SEE SCHEDULE FOR LUMINAIRE MOUNTING HEIGHT.
- SITE CALCULATIONS ARE SHOWN IN FOOTCANDLES AT: 0' - 0"
- PROPERTY LINE CALCULATIONS ARE SHOWN IN FOOTCANDLES AT: 5' - 0"
- LIGHTING ALTERNATES REQUIRE NEW PHOTOMETRIC CALCULATION AND RESUBMISSION TO CITY FOR APPROVAL.

THE ENGINEER AND/OR ARCHITECT MUST DETERMINE APPLICABILITY OF THE LAYOUT TO EXISTING / FUTURE FIELD CONDITIONS. THIS LIGHTING LAYOUT REPRESENTS ILLUMINATION LEVELS CALCULATED FROM LABORATORY DATA TAKEN UNDER CONTROLLED CONDITIONS IN ACCORDANCE WITH ILLUMINATING ENGINEERING SOCIETY APPROVED METHODS. ACTUAL PERFORMANCE OF ANY MANUFACTURER'S LUMINAIRE MAY VARY DUE TO VARIATION IN ELECTRICAL VOLTAGE, TOLERANCE IN LAMPS, AND OTHER VARIABLE FIELD CONDITIONS. MOUNTING HEIGHTS INDICATED ARE FROM GRADE AND/OR FLOOR UP.

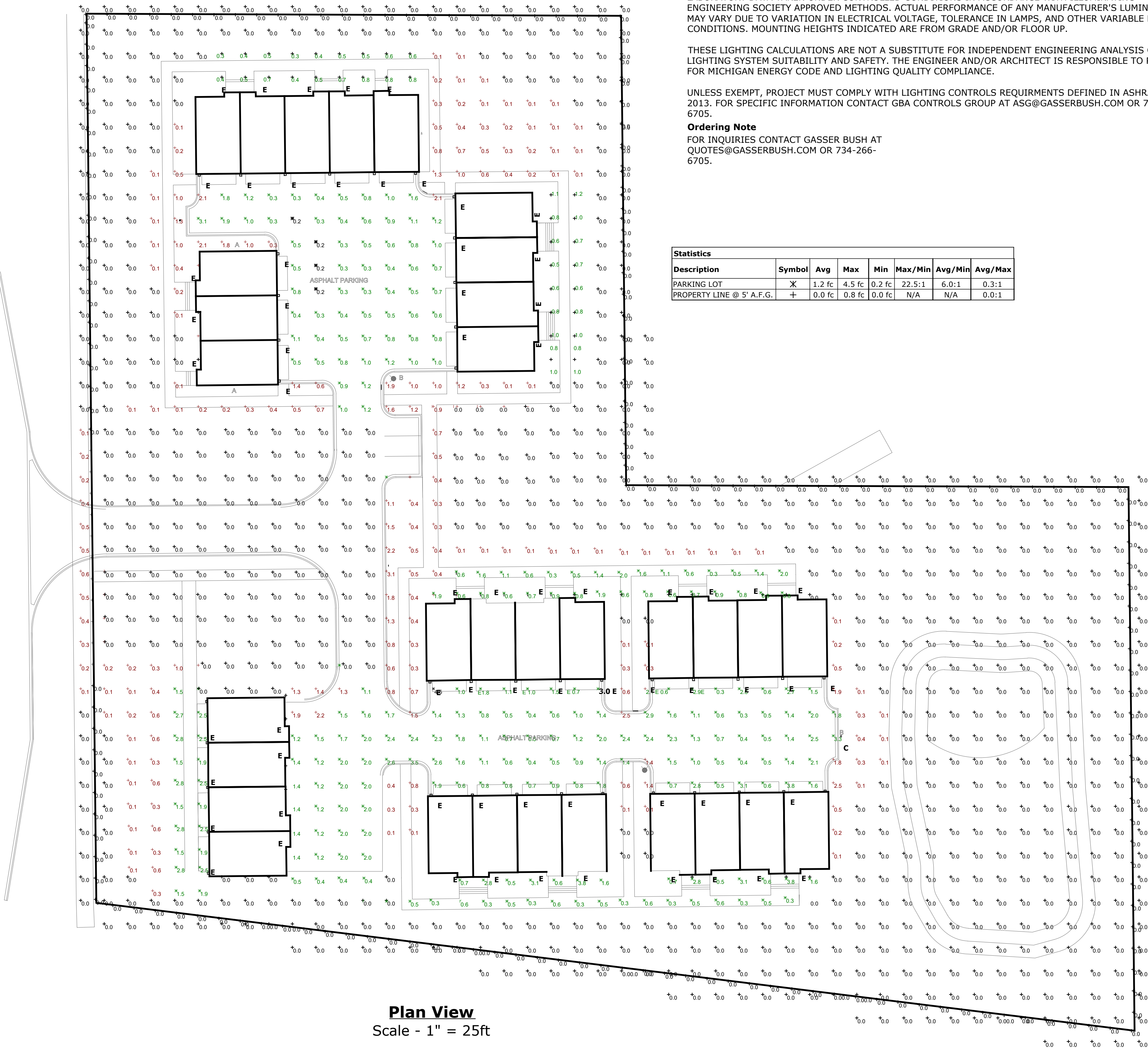
THESE LIGHTING CALCULATIONS ARE NOT A SUBSTITUTE FOR INDEPENDENT ENGINEERING ANALYSIS OF LIGHTING SYSTEM SUITABILITY AND SAFETY. THE ENGINEER AND/OR ARCHITECT IS RESPONSIBLE TO REVIEW FOR MICHIGAN ENERGY CODE AND LIGHTING QUALITY COMPLIANCE.

UNLESS EXEMPT, PROJECT MUST COMPLY WITH LIGHTING CONTROLS REQUIRMENTS DEFINED IN ASHRAE 90.1 2013. FOR SPECIFIC INFORMATION CONTACT GBA CONTROLS GROUP AT ASG@GASSERBUSH.COM OR 734-266-6705.

Ordering Note

FOR INQUIRIES CONTACT GASSER BUSH AT QUOTES@GASSERBUSH.COM OR 734-266-6705.

Statistics							
Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min	Avg/Max
PARKING LOT	X	1.2 fc	4.5 fc	0.2 fc	22.5:1	6.0:1	0.3:1
PROPERTY LINE @ 5' A.F.G.	+	0.0 fc	0.8 fc	0.0 fc	N/A	N/A	0.0:1



Plan View

Scale - 1" = 25ft

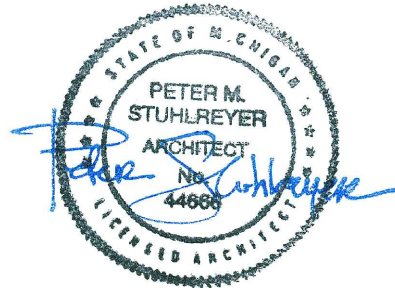
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ARCHITECTURE

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ROCHESTER, MI 48307

T:248.601.4422 F:248.453.5854

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	Preliminary SPA	2020.10.16
No.	Revision/Issue	Date

Shallowbrook Townhomes
4516 - 4396 Rochester Rd.
Troy, MI 48083

Exterior Photometric Plan and
Details

AS 102

020077

AS103 Fire Truck Access Plan.dwg 11/3/2020 Mike Pizzola

FIRE DEPARTMENT NOTES

A Knox Key System shall be installed, in a location approved by Fire Code Official. Ordering information is available from the Knox Company

Fire lanes shall be designated by the Fire Code Official, and shall be conspicuously posted on both sides of the fire lane, with fire lane signs, spaced not more than 100 feet apart. Fire lane signs shall read "No Stopping, Standing, Parking, Fire Lane", and shall conform to the Michigan Manual of Uniform Traffic Control Devices.

Construction sites shall be safeguarded in accordance w/ IFC 2006 Chapter 14

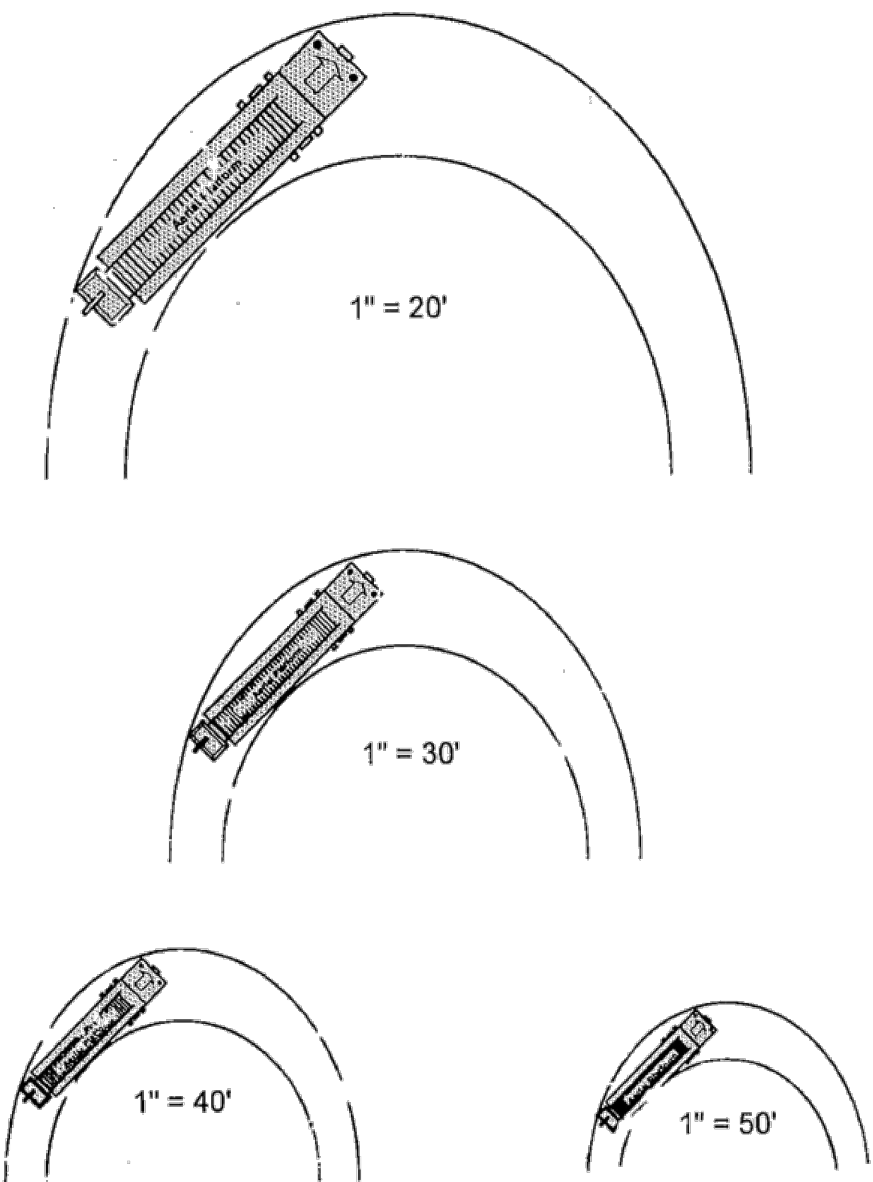
Open burning is not permitted including the burning of trash, debris, or land clearing materials. Open burning for warming of sand and/or water for the preparation of mortar shall be within the City of Troy Burn Permit Guidelines.

If the Fire Department connection is not located on the street front of the building, a white/clear strobe light shall be tied into the fire alarm system and installed over the Fire Department connection.

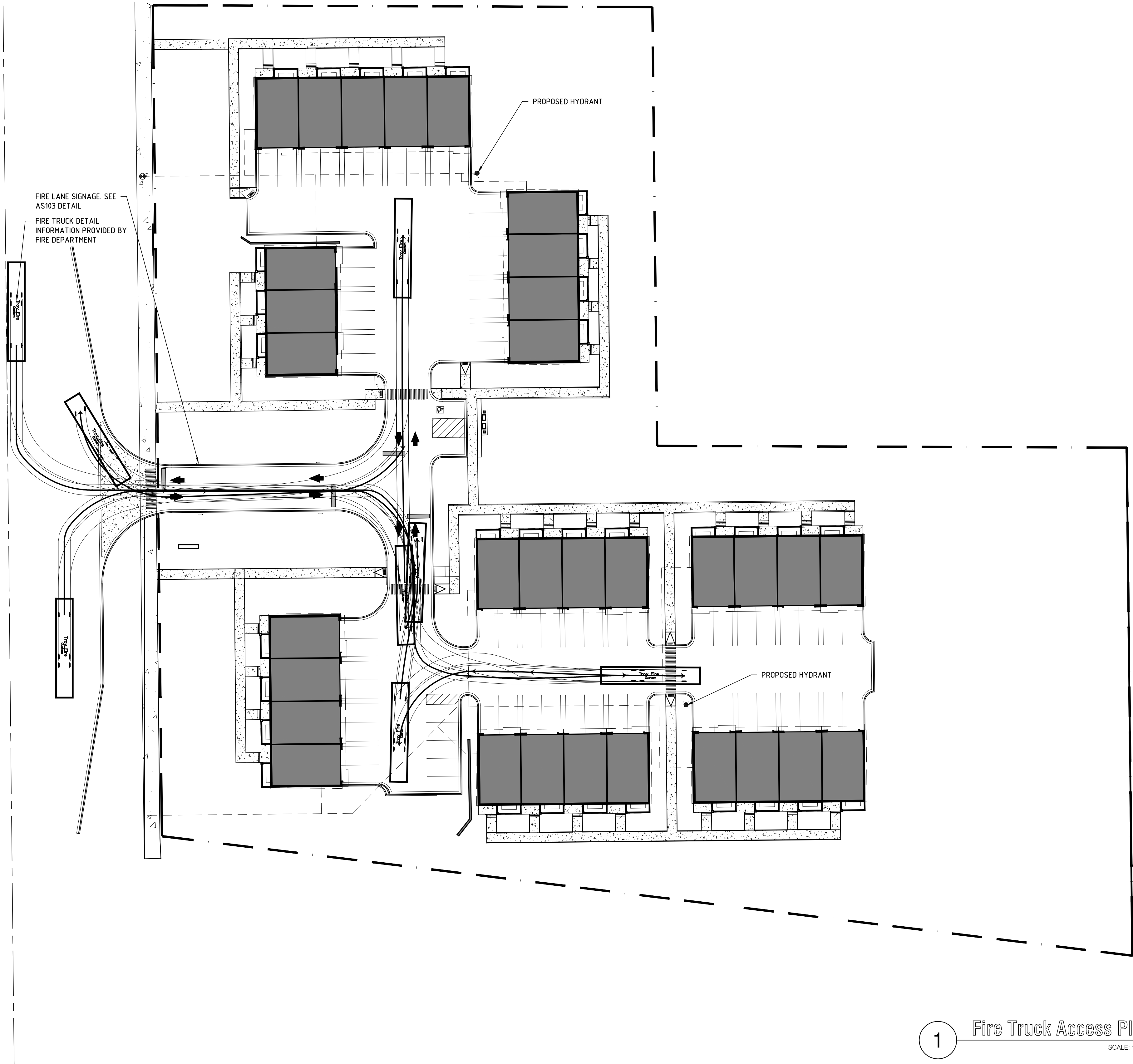
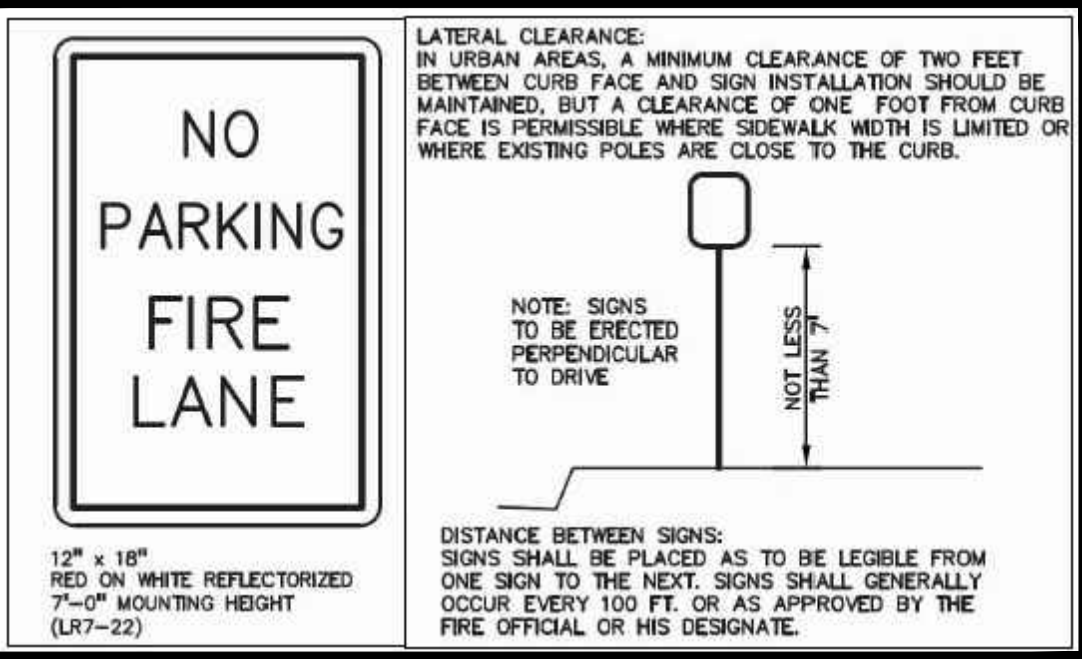
FIRE TRUCK INFORMATION

SUTPHEN MID MOUNT 100' AERIAL PLATFORM

FRONT AXLE: 19,850 lbs
REAR AXLE: 40,850 lbs



FIRE LANE SIGN DETAIL



1 Fire Truck Access Plan

SCALE: 1" = 30'



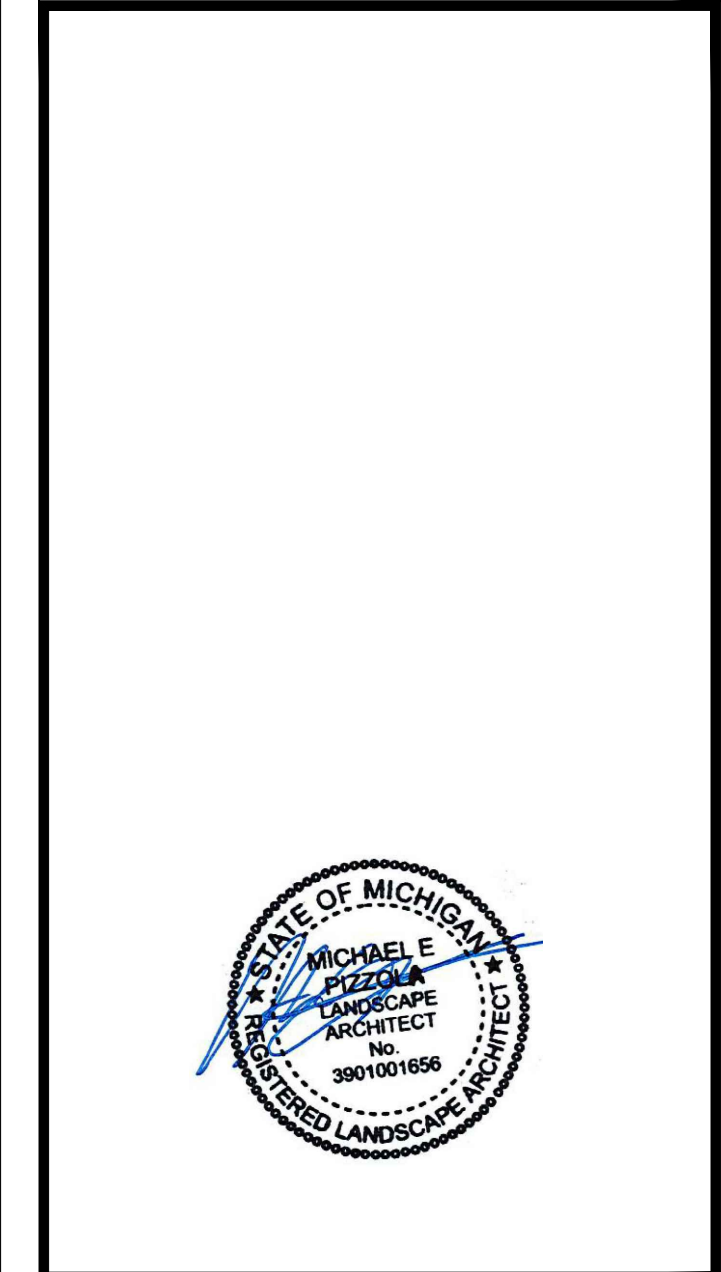
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Shallowbrook Townhomes
4516 - 4396 Rochester Rd.
Troy, MI 48083

Fire Truck Access Plan

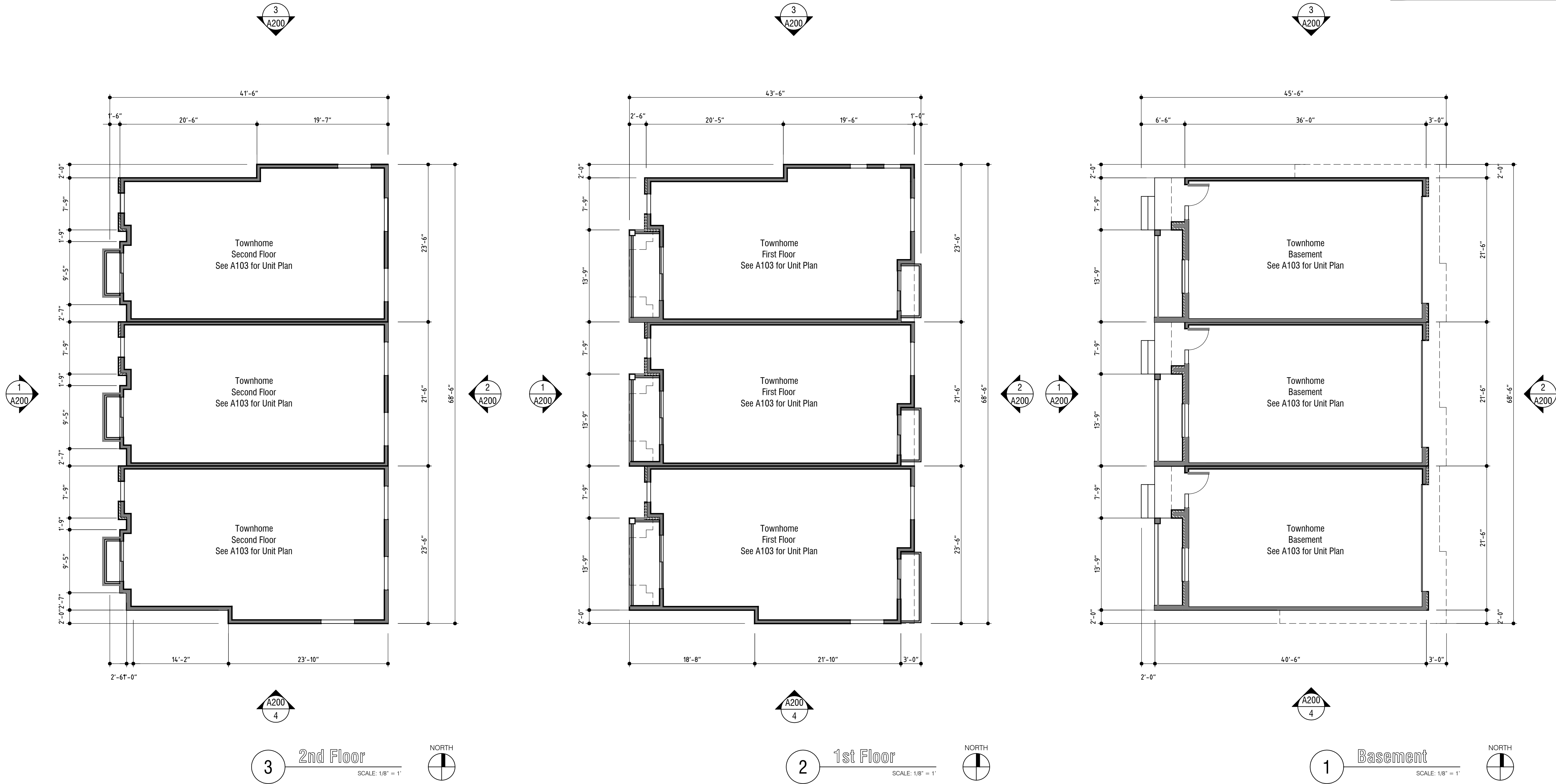
AS103

020077

A100 Building 8 Plans.dwg

10/16/2020

D:\ARCCOM\A100



BUILDING	# OF UNITS	BUILDING AREA
①	5	11,748 SQFT
②	4	9,518 SQFT
③	4	9,518 SQFT
④	4	9,518 SQFT
⑤	4	9,518 SQFT
⑥	4	9,518 SQFT
⑦	4	9,518 SQFT
⑧	3	7,288 SQFT

DESIGNHAUS

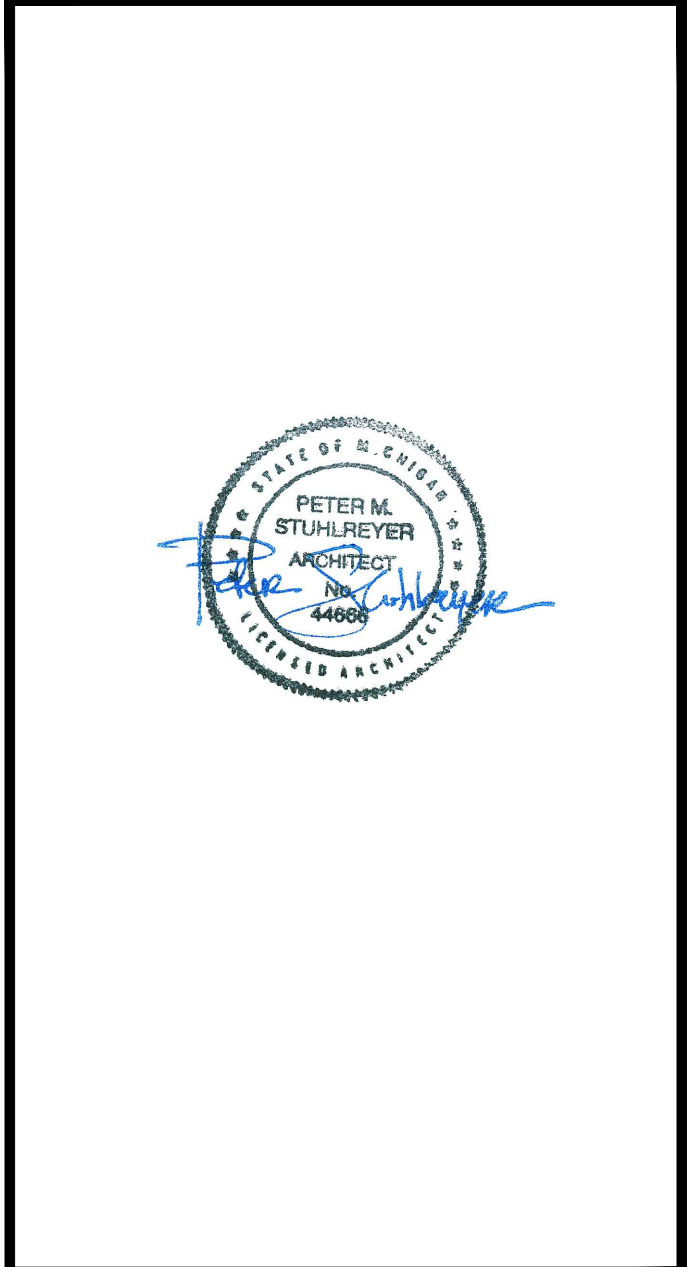
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No.	Revision/Issue	Date

Shallowbrook Townhomes

4516 - 4396 Rochester Rd.

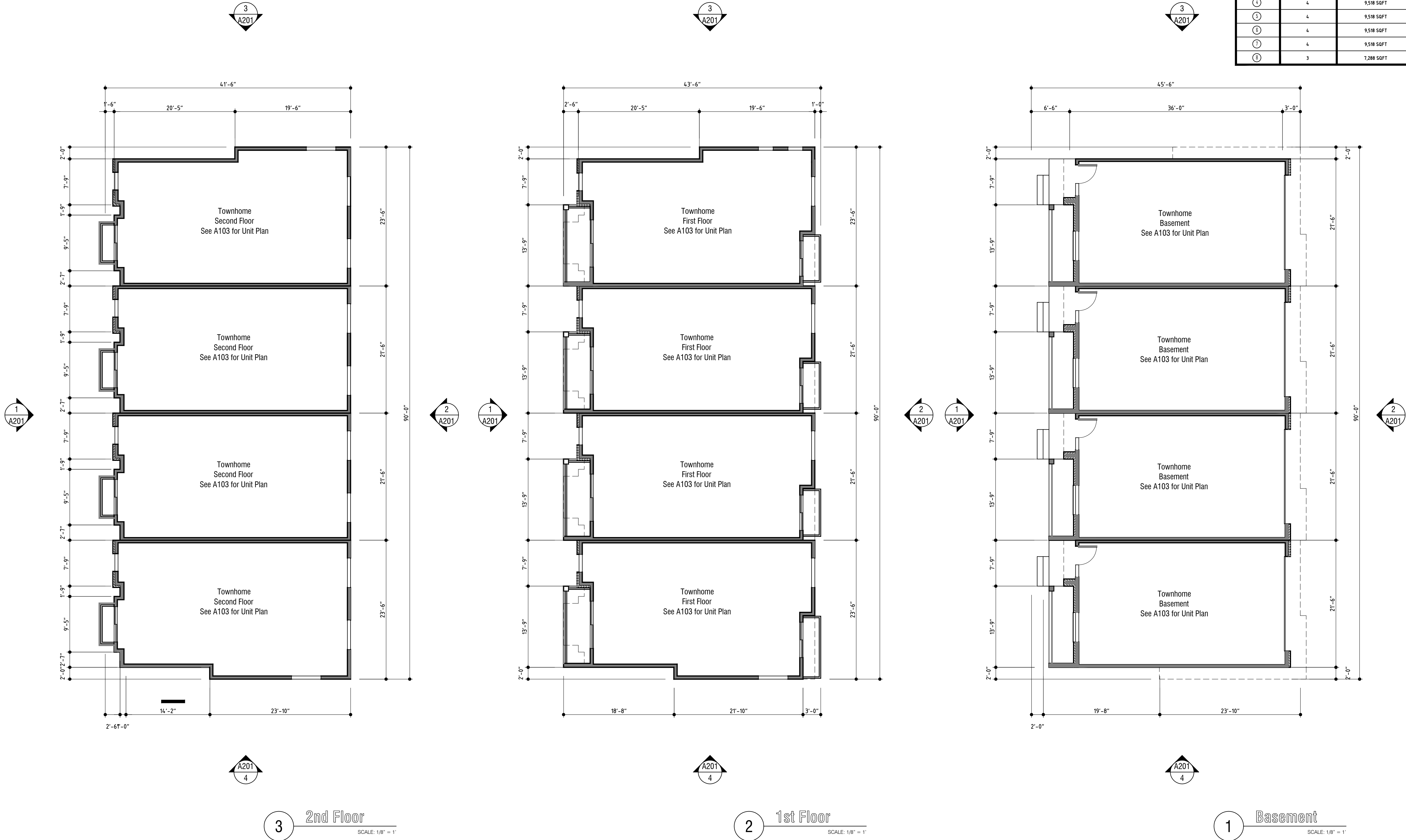
Troy, MI 48083

Building 8 Plans

A100

020077

A101 Buildings 2-7 Plans.dwg
10/16/2020
DHARCCOM-020



BUILDING	# OF UNITS	BUILDING AREA
①	5	11,748 SQFT
②	4	9,518 SQFT
③	4	9,518 SQFT
④	4	9,518 SQFT
⑤	4	9,518 SQFT
⑥	4	9,518 SQFT
⑦	4	9,518 SQFT
⑧	3	7,288 SQFT

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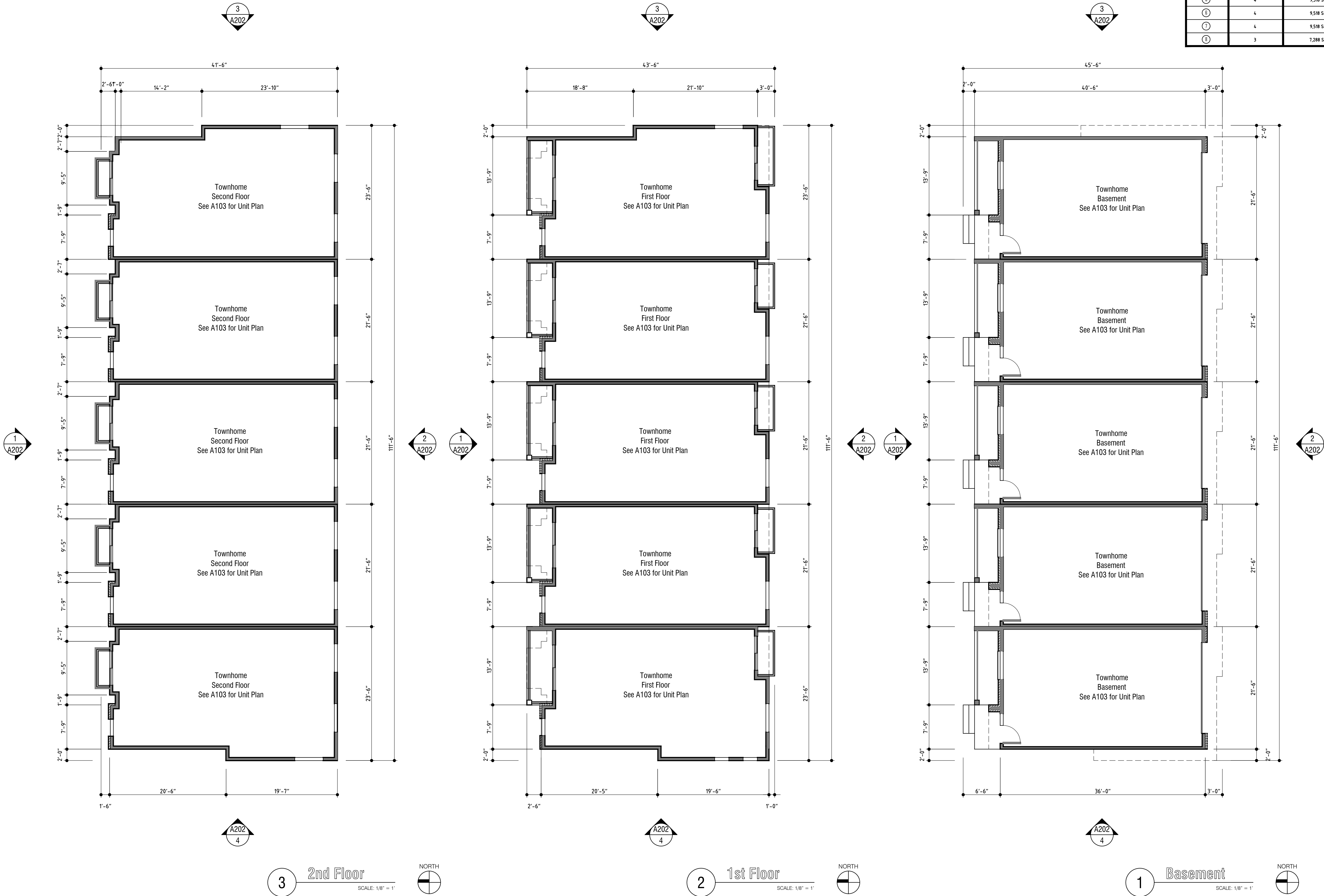
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	Preliminary SPA	2020.10.16
No.	Revision/Issue	Date

Shallowbrook Townhomes
4516 - 4396 Rochester Rd.
Troy, MI 48083

Buildings 2-7 Plans

A101

020077



BUILDING	# OF UNITS	BUILDING AREA
①	5	11,748 SQFT
②	4	9,518 SQFT
③	4	9,518 SQFT
④	4	9,518 SQFT
⑤	4	9,518 SQFT
⑥	4	9,518 SQFT
⑦	4	9,518 SQFT
⑧	3	7,288 SQFT

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PETER M. STUHLMEYER
ARCHITECT
No. 44885
LICENSED ARCHITECT

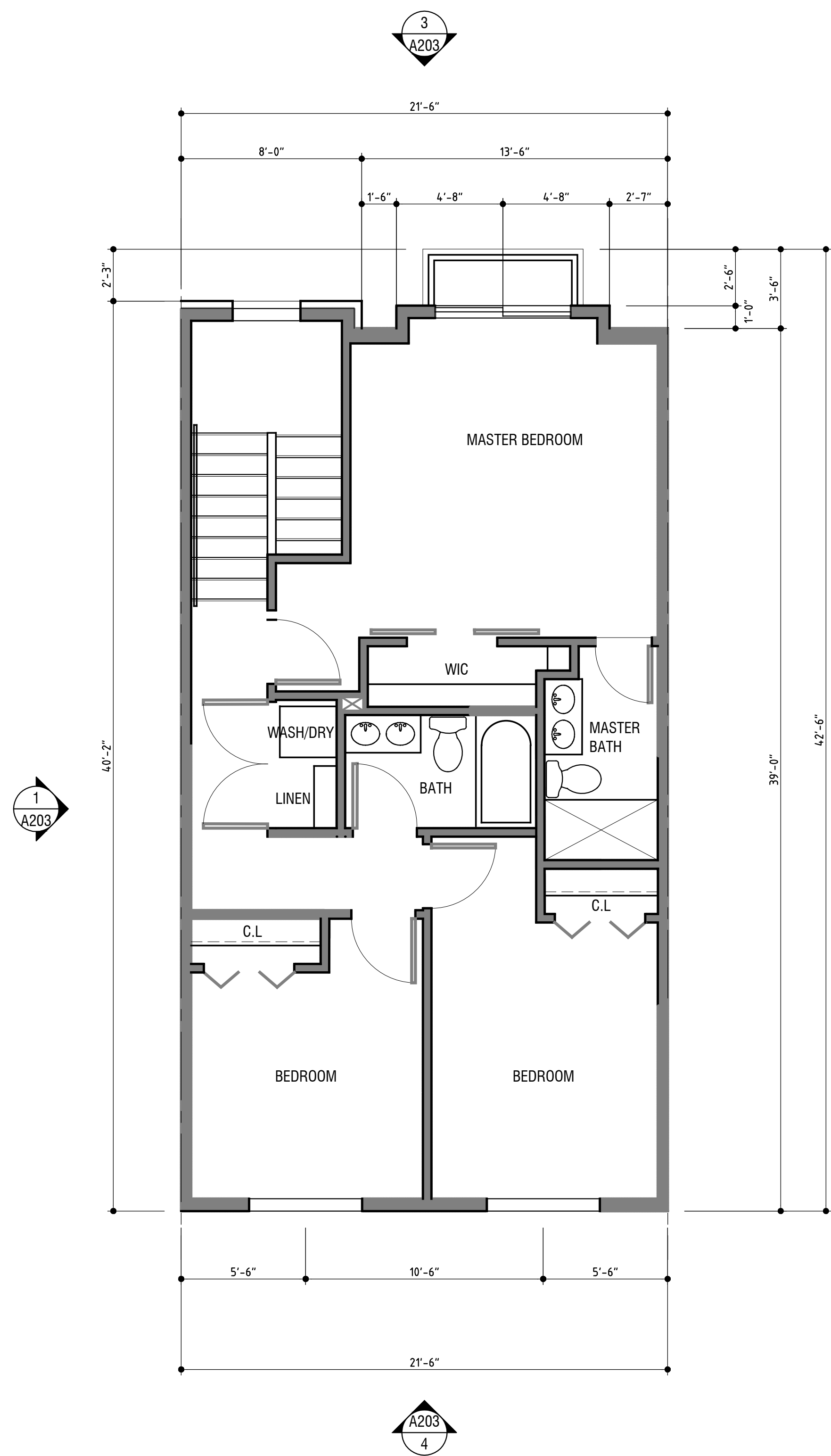
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	Preliminary SPA	2020.10.16
No.	Revision/Issue	Date

Shallowbrook Townhomes
4516 - 4396 Rochester Rd.
Troy, MI 48083

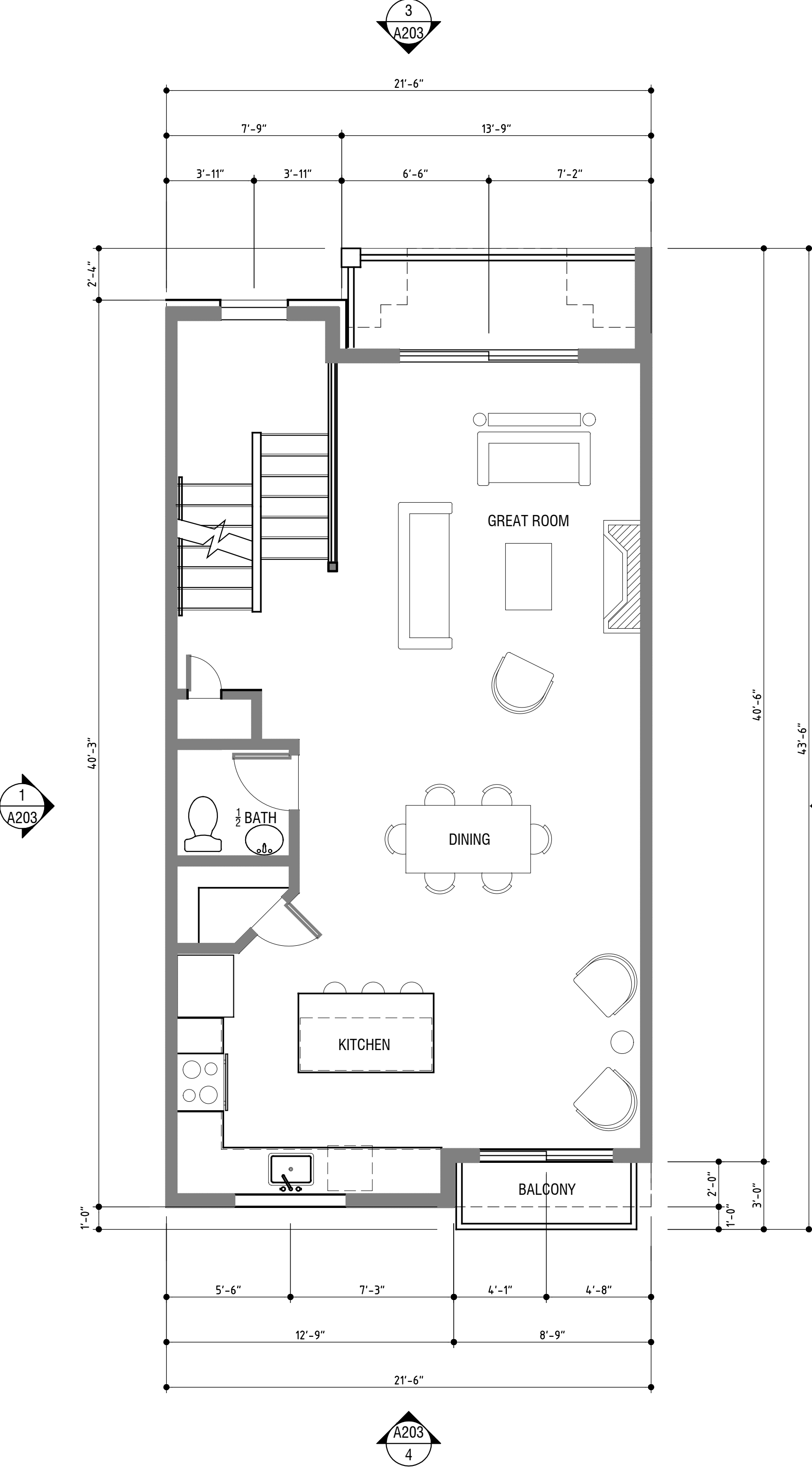
Building 1 Plans

A102

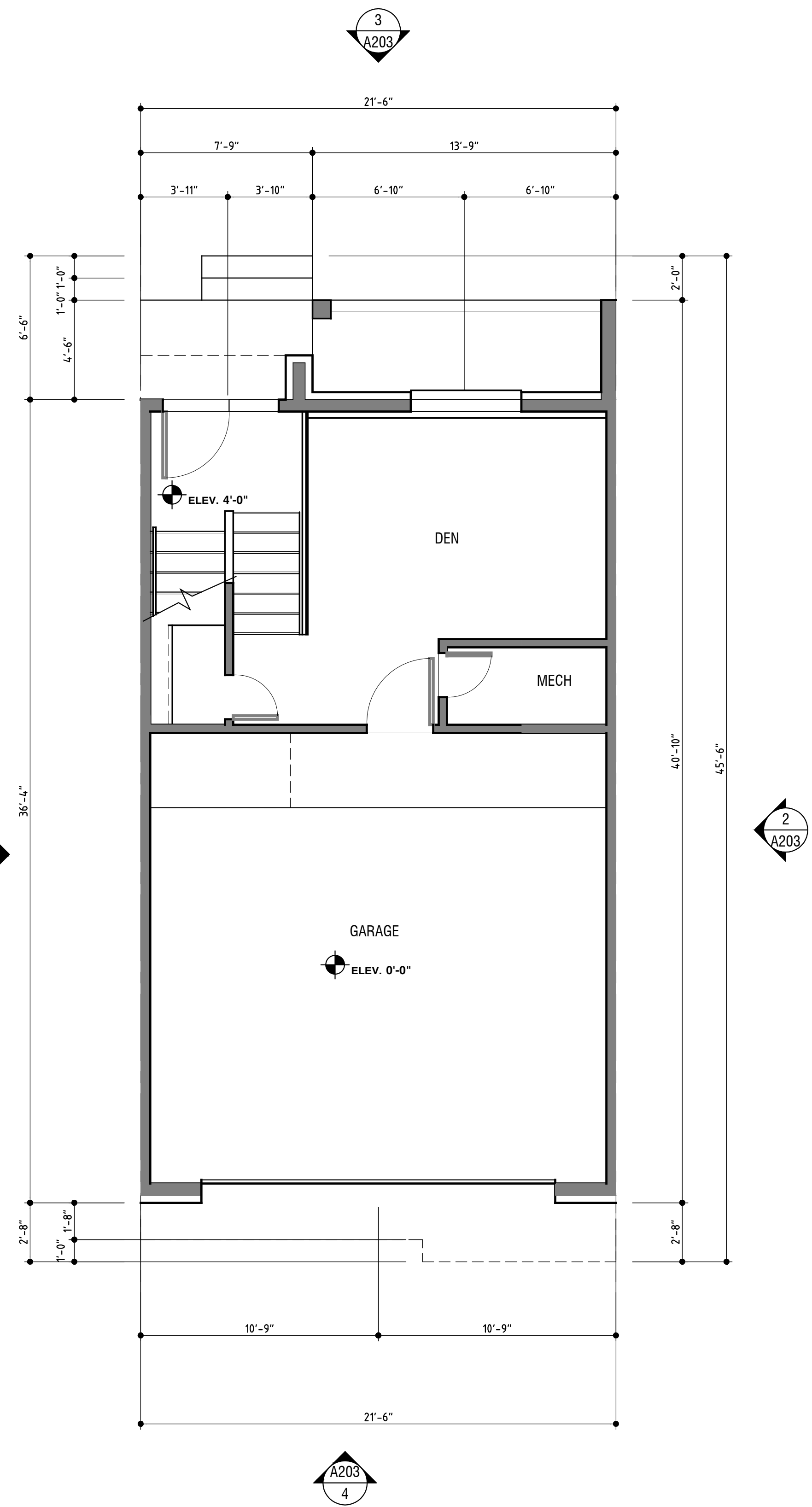
020077



3 2nd Floor
SCALE: 1/4" = 1'



2 1st Floor
SCALE: 1/4" = 1'

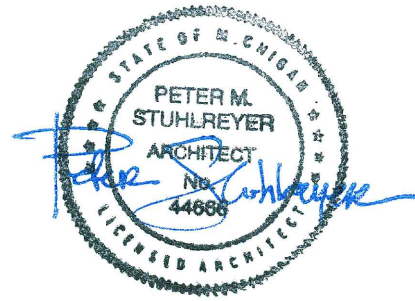


1 Basement
SCALE: 1/4" = 1'

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No.	Revision/Issue	Date

Shallowbrook Townhomes
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Troy, MI 48083

Typical Unit Plans

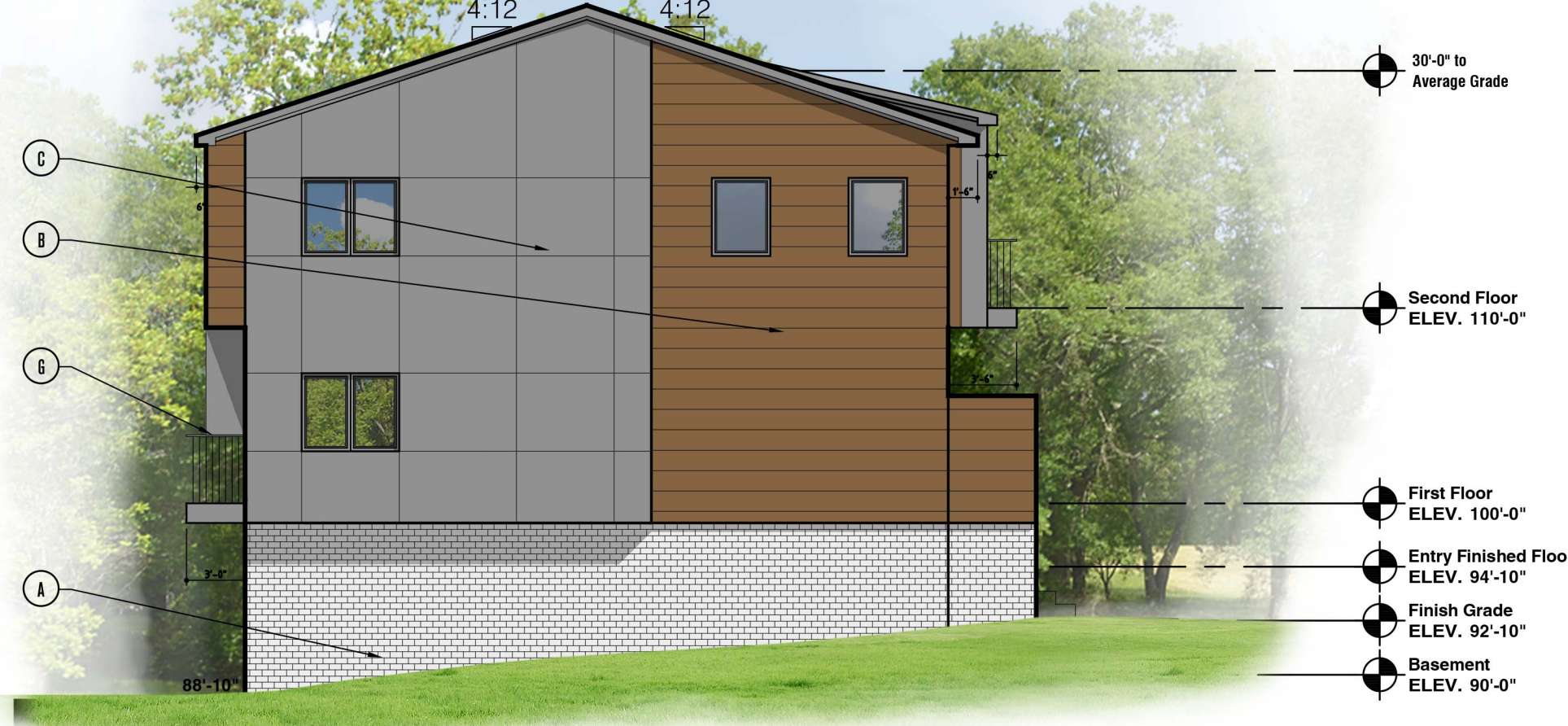
A103
020077

A200_Building 8 Elevations.dwg

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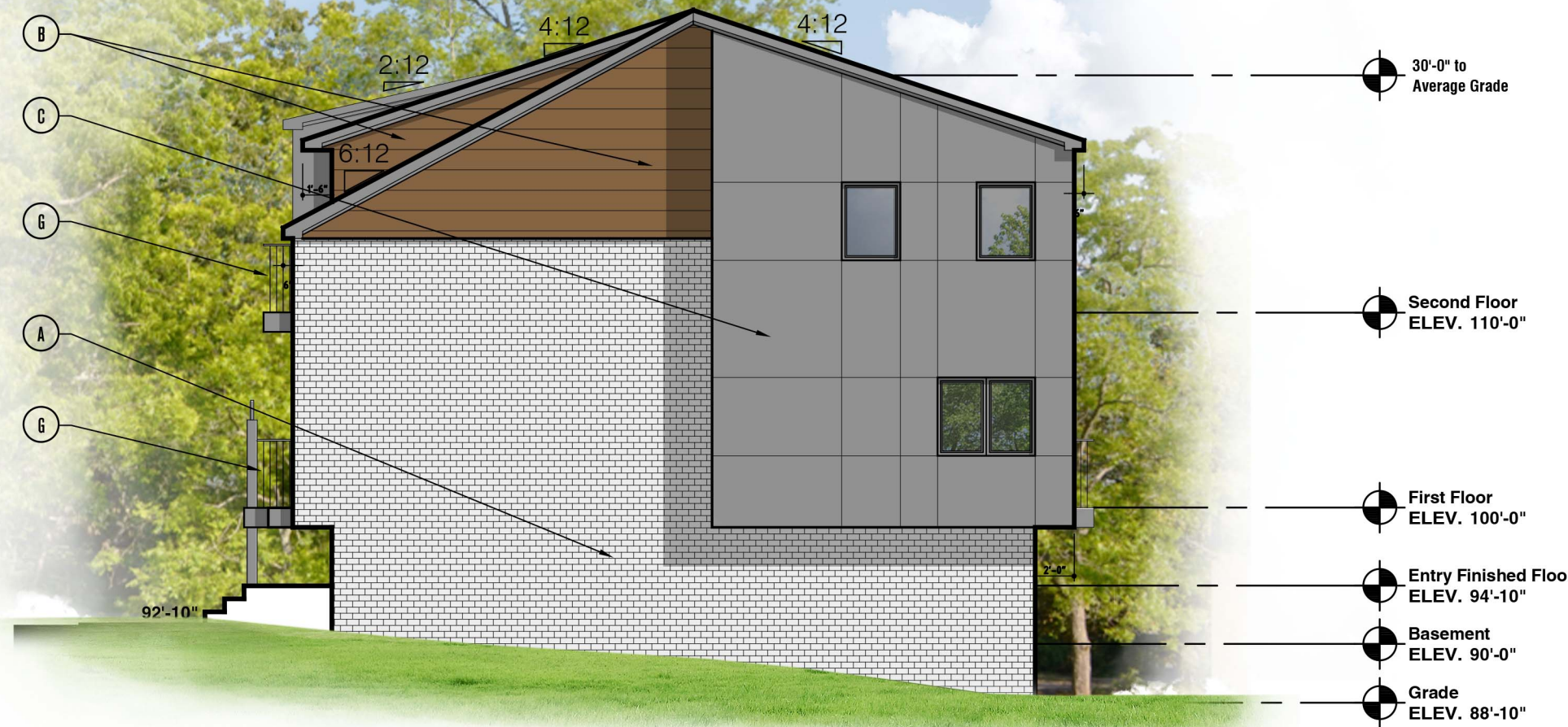
4 East Elevation
SCALE: 1/8" = 1'



2 North Elevation
SCALE: 1/8" = 1'



3 West Elevation
SCALE: 1/8" = 1'



1 South Elevation
SCALE: 1/8" = 1'

MATERIALS	
SYMBOL	DESCRIPTION
①	WHITE PAINTED BRICK
②	FIBER CEMENT SHIPLAP SIDING
③	SMOOTH EPS
④	SMOOTH FIBER CEMENT TRIM
⑤	STANDING SEAM METAL ROOF
⑥	DIMENSIONAL ASPHALT ROOF
⑦	METAL RAILING

DESIGNHAUS

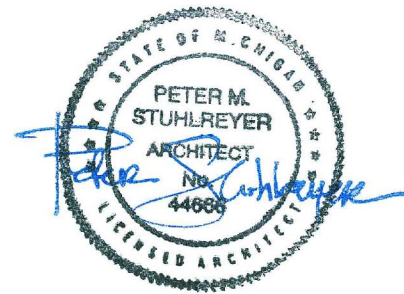
ARCHITECTURE

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No.	Revision/Issue	Date

Shallowbrook Townhomes

4516 - 4396 Rochester Rd.

Troy, MI 48083

Building 8 Elevations

A200

020077

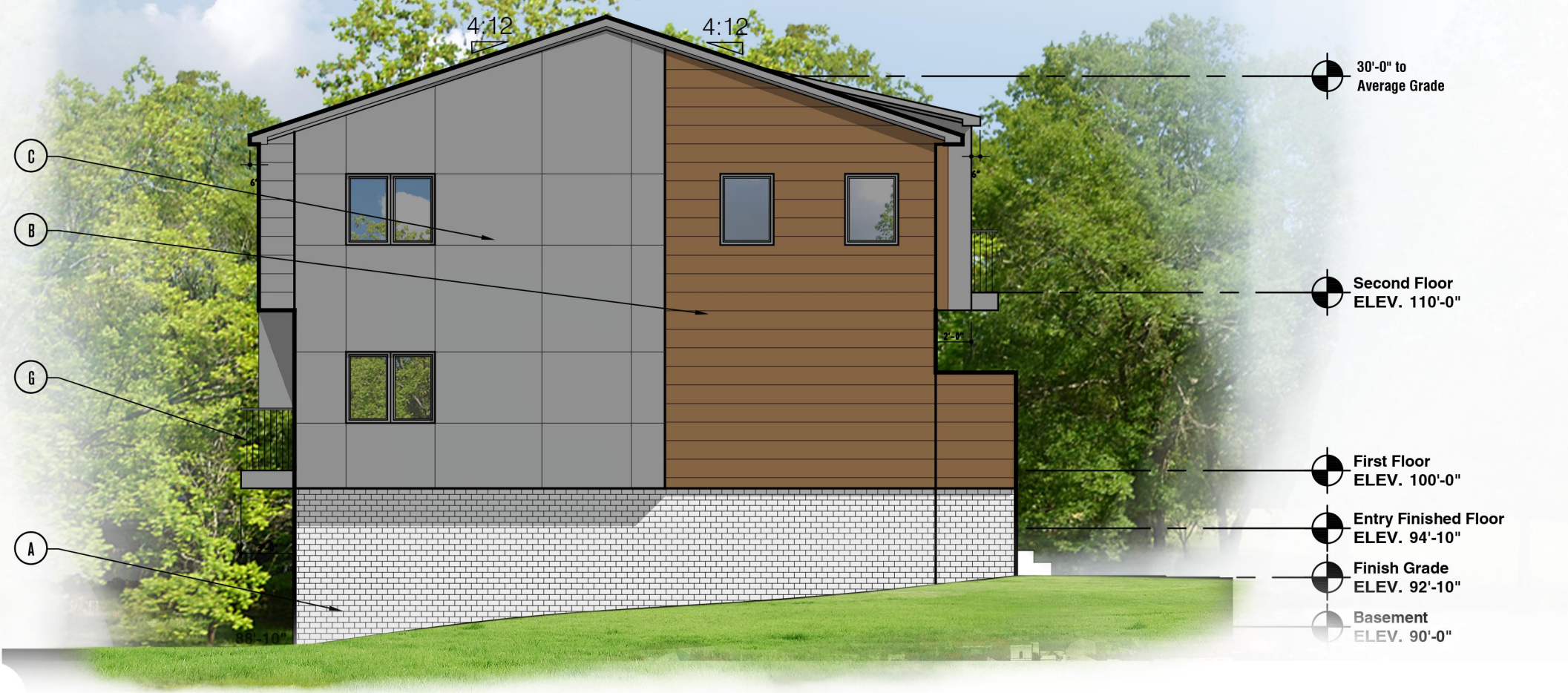
A201_Bldgs 2-7 Elevations.dwg

10/16/2020

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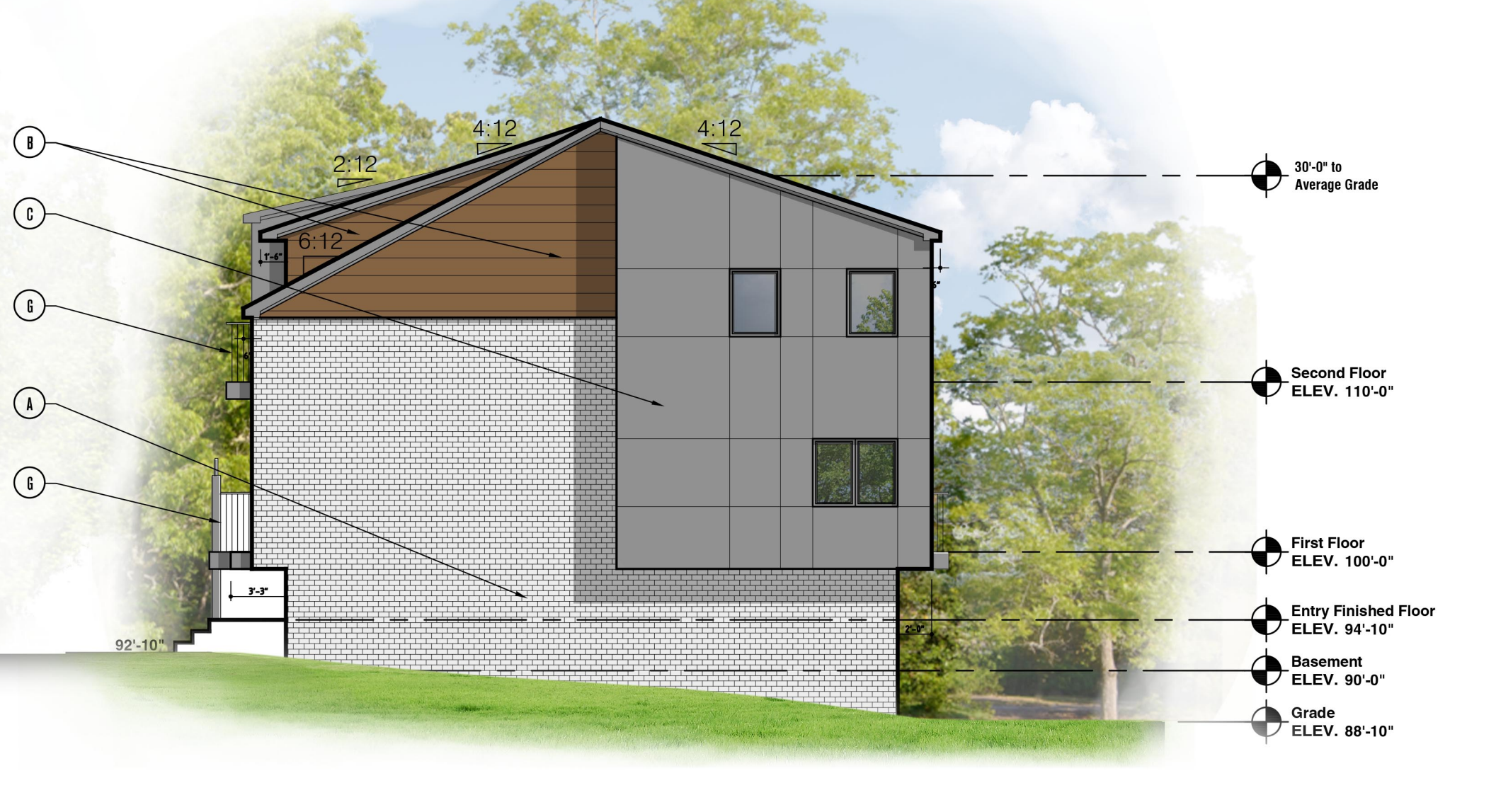
4 Rear Elevation
SCALE: 1/8" = 1'



2 Side Elevation
SCALE: 1/8" = 1'



3 Front Elevation
SCALE: 1/8" = 1'



1 Side Elevation
SCALE: 1/8" = 1'

MATERIALS

SYMBOL	DESCRIPTION
①	WHITE PAINTED BRICK
②	FIBER CEMENT SHIPLAP SIDING
③	SMOOTH EIFS
④	SMOOTH FIBER CEMENT TRIM
⑤	STANDING SEAM METAL ROOF
⑥	DIMENSIONAL ASPHALT ROOF
⑦	METAL RAILING

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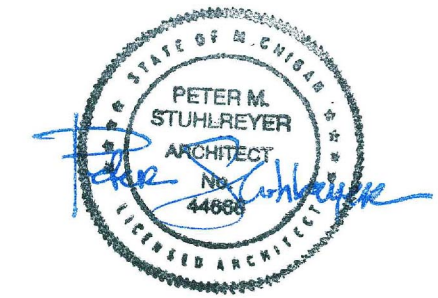
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No.	Revision/Issue	Date

Shallowbrook Townhomes

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Troy, MI 48083

Buildings 2-7 Elevations

A201

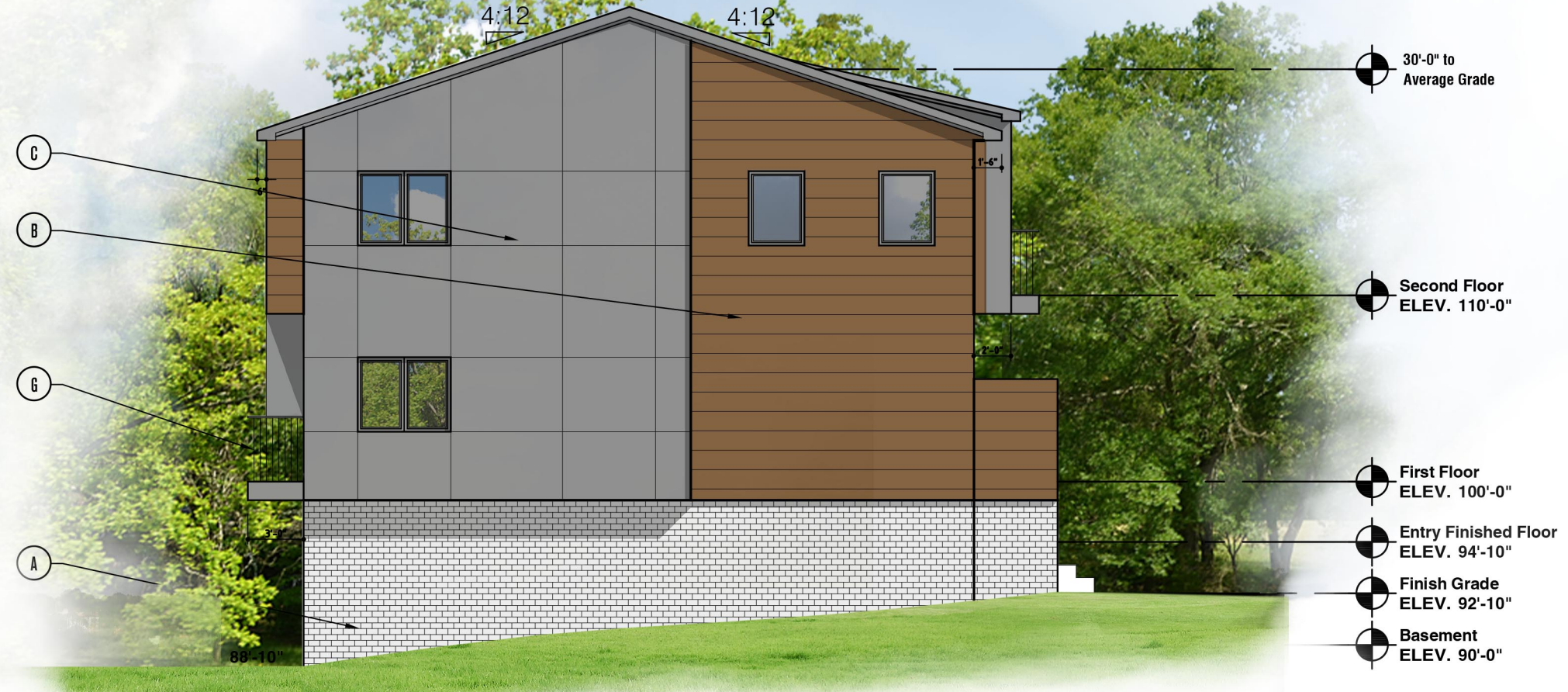
020077

A202_Building 1 Elevations.dwg
10/16/2020
DH4ROCCOM-020

DH4ROCCOM-020



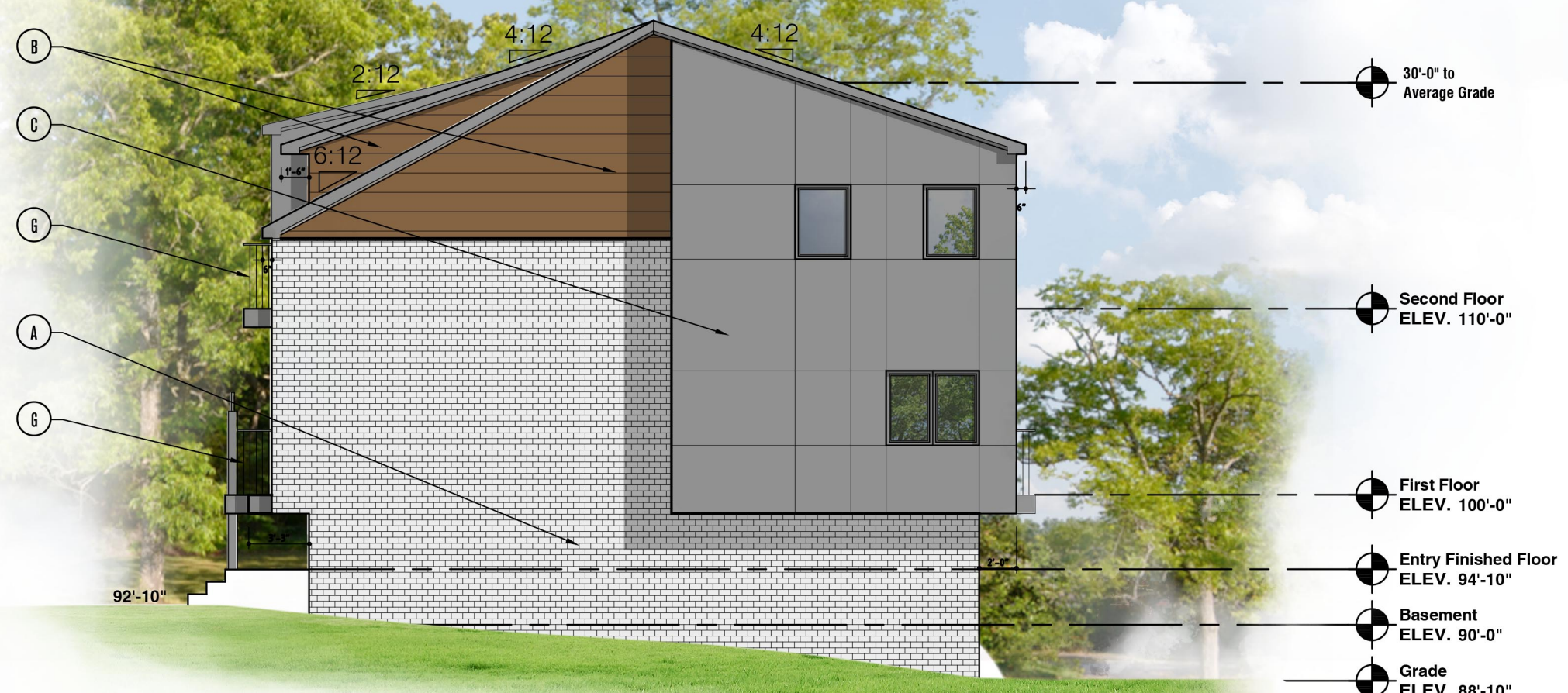
4 South Elevation
SCALE: 1/8" = 1'



2 East Elevation
SCALE: 1/8" = 1'



3 North Elevation
SCALE: 1/8" = 1'



1 West Elevation
SCALE: 1/8" = 1'

MATERIALS	
SYMBOL	DESCRIPTION
①	WHITE PAINTED BRICK
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⑦	METAL RAILING

DESIGNHAUS

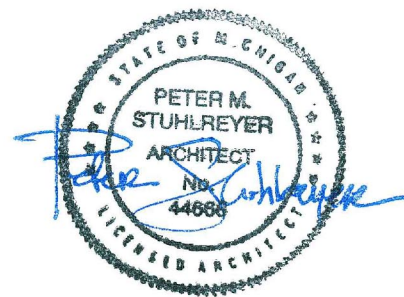
ARCHITECTURE

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No.	Revision/Issue	Date

Shallowbrook Townhomes

4516 - 4396 Rochester Rd.

Troy, MI 48083

Building 1 Elevations

A202

020077



Transmittal

To

MrBrent Savidant
City of Troy
500 W. Big Beaver
Troy, MI 48084
P: (248) 524-3364

From

Mike Pizzola
Landscape Architect

Nov 11, 2020

Project

20077 - Shallowbrook Townhomes

Delivery Method

Runner

Items Sent

Copies	Date	Description
2	11 Nov 2020	24 x 36 Preliminary Site Plan Review Drawing Set
1	11 Nov 2020	USB Drive
2	11 Nov 2020	Color Rendeing Package

Reasons

- ☐ As requested
- ☒ For your review
- ☐ For your use

Comments

**CITY OF TROY
PRELIMINARY SITE PLAN APPLICATION**

CITY OF TROY PLANNING DEPARTMENT
500 W. BIG BEAVER
TROY, MICHIGAN 48064
248-524-3364
FAX: 248-524-3382
E-MAIL: planning@troymi.gov



PRELIMINARY SITE PLAN REVIEW FEE
\$1,000.00
ESCROW FEE
\$1,500.00
ADMINISTRATIVE SITE PLAN REVIEW FEE
\$300.00

REGULAR MEETINGS OF THE CITY PLANNING COMMISSION ARE HELD ON THE SECOND AND FOURTH TUESDAYS OF EACH MONTH AT 7:00 P.M. AT CITY HALL.

PLEASE FILE A COMPLETE PRELIMINARY SITE PLAN APPLICATION, TOGETHER WITH THE APPROPRIATE FEE, NOT LESS THAN THIRTY (30) DAYS PRIOR TO THE DATE OF THAT MEETING.

1. NAME OF THE PROPOSED DEVELOPMENT: Shallowbrook Townhomes
2. ADDRESS OF THE SUBJECT PROPERTY: 4516 - 4396 Rochester Rd.
3. ZONING CLASSIFICATION OF THE SUBJECT PROPERTY: RT
4. TAX IDENTIFICATION NUMBER(S) OF SUBJECT PROPERTY: 88-20-14-152-001 / 88-20-14-301-031
5. DESCRIPTION OF PROPOSED USE: (7) Seven Building, 32 Unit Town Home Development on 3.77 Acres

6. APPLICANT:	PROPERTY OWNER:
NAME <u>Peter Stuhlreyer</u>	NAME <u>MNK Troy 1, LLC</u>
COMPANY <u>DESIGNHAUS</u>	COMPANY <u>Premium Development Group</u>
ADDRESS <u>301 Walnut</u>	ADDRESS _____
CITY <u>Rochester</u> STATE <u>MI</u> ZIP <u>48307</u>	CITY _____ STATE _____ ZIP _____
TELEPHONE <u>248.601.4422</u>	TELEPHONE <u>248.421.7747</u>
E-MAIL <u>info@designhaus.com</u>	E-MAIL <u>arti@premiumdevgroup.com</u>

7. THE APPLICANT BEARS THE FOLLOWING RELATIONSHIP TO THE OWNER OF THE SUBJECT PROPERTY:
ARCHITECT

8. SIGNATURE OF APPLICANT *Peter Stuhlreyer* DATE 11/4/2020

9. SIGNATURE OF PROPERTY OWNER *Arti Mehta* DATE 11/4/2020

BY THIS SIGNATURE, THE PROPERTY OWNER AUTHORIZES PLACEMENT OF A SIGN ON THE PROPERTY TO INFORM THE PUBLIC AS TO THIS REQUEST FOR PRELIMINARY SITE PLAN.

PRELIMINARY SITE PLAN SUBMITTAL CHECKLIST

THE FOLLOWING INFORMATION AND MATERIALS ARE NECESSARY FOR SUBMISSION:

- ☒ REQUIRED FEE
- ☒ ONE (1) CD CONTAINING AN ELECTRONIC VERSION OF THE ENTIRE PRELIMINARY SITE PLAN APPLICATION (PDF Format)

ONE (1) HARD COPY OF THE FOLLOWING:

- ☒ COMPLETED CITY OF TROY PRELIMINARY SITE PLAN APPLICATION FORM
- ☒ CERTIFIED BOUNDARY SURVEY
- ☒ CERTIFIED TOPOGRAPHIC SURVEY

TWO (2) HARD COPIES OF THE FOLLOWING:

- ☒ PRELIMINARY SITE PLAN SHOWING PROPOSED SITE LAYOUT AND USES
- ☒ PRELIMINARY TREE PRESERVATION PLAN / TREE INVENTORY PEA
- ☒ PRELIMINARY LANDSCAPE PLAN
- ☒ PRELIMINARY FLOOR PLANS
- ☒ PRELIMINARY ELEVATIONS
- ☒ PRELIMINARY GRADING PLAN
- ☒ PRELIMINARY LIGHTING PLAN
- ☐ WETLANDS DETERMINATION, IF REQUIRED

**ALL HARD COPY DRAWINGS SHALL BE FOLDED, STAPLED, SEALED AND SIGNED
BY A STATE OF MICHIGAN PROFESSIONAL ENGINEER, REGISTERED ARCHITECT,
REGISTERED LANDSCAPE ARCHITECT, OR PROFESSIONAL COMMUNITY PLANNER**

PLANNING COMMISSION AGENDAS ARE ELECTRONIC

Shallowbrook Townhomes



**4396 / 4516 Rochester Rd.
Troy, Michigan 48065**

LEAD DEVELOPER

Premium Development Group

1052 Oak Tree Ln.

Bloomfield Hills, MI

248.421.7747

Contact: Arti Mangla

ARCHITECTURAL TEAM

Designhaus Architecture, LLC

301 Walnut Blvd.

Rochester MI 48307

248.601.4422

Chief Architect: Peter Stuhldreier

Project Manager: Joe Latozas





Exterior Illustration





Exterior Illustration





CONDITIONAL REZONING AGREEMENT

THIS CONDITIONAL REZONING AGREEMENT ("Agreement") is hereby entered by and between MNK Troy 1 LLC, 1052 Oaktree Lane, Bloomfield Hills, Michigan, 48304, ("Developer"), and the CITY OF TROY, MICHIGAN, a Michigan Municipal Corporation ("City"), on 500 W Big Beaver, Troy Michigan, 48084.

RECITALS

A. The Developer is currently the fee owner of real property located at 4516 and 4396 Rochester Road, Troy, Michigan, more specifically described on Exhibit A attached hereto ("Development Parcels").

B. The Developer intends to improve and develop the Development Parcels as an attached single family townhome community, and to facilitate this development, the Developer desires to have the Development Parcels re-zoned from RT, R1-C and EP to RT under the Troy Zoning Ordinance.

C. The Developer has voluntarily offered to enter into this Conditional Rezoning Agreement consistent with the Michigan Zoning Enabling Act, Public Act 110 of 2006, as amended.

E. This Conditional Rezoning Agreement is made by the City pursuant to authority granted to the City under MCLA §125.3405, as amended.

F. The City, by action of its City Council at its meeting of _____, has accepted the offer of the Developer to enter into this Conditional Rezoning Agreement.

NOW, THEREFORE, MNK Troy 1 LLC and the City for the good and valuable consideration outlined in this Agreement, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

ARTICLE 1
DEFINITIONS AND COVENANTS

1.1 “Commencement Date” means the date of _____, 2021, which is ten (10) days after the acceptance of the conditional rezoning offer by the City.

1.2 “Conditional Rezoning Agreement” shall mean Chapter 39, Section 16.04 of the City’s Zoning Ordinance, as amended, this Agreement, including the offered conditions, see Article 3.

1.2 “Improvements” means (a) acquisition of building permits; or (b) submission of required site bonds to the City; or (c) on-site improvements such as site grading, in-ground utility changes, and building staking.

1.3 “Troy Zoning Ordinance” means Chapter 39 of the Code of Ordinances of the City of Troy.

1.4 “Zoning Enabling Act” means State of Michigan’s Act 110 of the Public Acts of 2006, as amended (MCLA §125.3101, et. seq., as amended).

ARTICLE 2
DESCRIPTION OF DEVELOPMENT

2.1 **Development Description.** The development involves the construction of an attached single family townhome community consisting of no more than 32 units in eight buildings on the Development Parcels as shown in the concept only sketch in Exhibit B attached hereto.

2.2 **Development Parcel.** The Property is described on Exhibit A, attached hereto and also constitutes the entire property covered by this Agreement.

2.3 **Current Ownership of Property.** The Property is currently owned by MNK Troy 1 LLC.

2.4 **Concept Plan.** No drawings or other submittals for the Property have been approved by the City. Developer has submitted a concept plan, Exhibit B, which is non-binding on either party.

ARTICLE 3

CONDITIONS FOR REZONING

3.1 Voluntary Conditions. Under § 405 of the Michigan Zoning Enabling Act, Developer voluntarily offers and agrees to be bound by the following uses and restrictions as a condition to rezoning approval:

- a. MNK Troy 1 LLC intends to develop and improve the Property in accordance with the concept plan that was submitted and recommended for approval by the Troy Planning Commission resolution adopted at its January 28, 2020 meeting, and as adopted by the City Council on _____, 2021. However, the parties understand that the concept plan as submitted is not binding on either party. MNK Troy 1 LLC intends to submit site plans in accordance with the City's Zoning Ordinance which will then be reviewed by City Administration and Planning Commission in the usual course.
- b. The Development shall meet all requirements for the RT Zoning District under Section 4.07 of the Troy Zoning Ordinance.
- c. An Open Space Preservation Easement shall be submitted to the Troy City Council for acceptance and approval prior to final site plan approval. The easement shall cover the eastern portion of the Zoning Parcels and will be equal to the area currently zoned EP (0.93 acres). This area will provide approximately a 24% open space buffer from adjacent neighboring parcels to the east of the Zoning Parcels as depicted in the attached concept only sketch. (Exhibit B).
- d. The detention basin shall be designed to store water for a limited time after a storm event and shall otherwise remain dry per engineering design.
- e. Building materials shall consist of durable low maintenance or maintenance free materials, examples include but are not limited to brick, asphalt shingles, and plank siding. A variety of color palates will also be offered during the site plan review process which will be reviewed by the Troy Planning Commission.
- f. Each unit shall include a 2-car garage.
- g. A minimum of 9-guest parking spaces shall be provided.
- h. In addition to the required open space buffer between this project and the abutting properties zoned R-1C, additional screening shall

be provided along 250-feet of the southern property line as per Exhibit B.

- i. No exterior refuse containers shall be proposed. Individual waste and recycling containers shall be stored in each unit's garage and placed at the curb on collection days.
- j. The Development shall include a maximum of 8 buildings and 32 individual units.
- k. For the purpose of eliminating potential headlight glare affecting the homes on the north side of the property, specifically those homes located at 1016, 1030, and 1044 Shallowdale, a building will be placed at the terminus of the northernmost driveway to shield the homes from headlight glare as depicted on Exhibit B or a similar configuration. This building shall meet the following requirements:
 - 1. The building setback shall be a minimum of 35 feet from the north boundary line of the parcel;
 - 2. The front entrance of all building units shall face North; and
 - 3. The garage entrance of all building units shall face south.
- l. To enhance screening of the Open Space Preservation Easement, 3 rows of coniferous screening trees shall be provided on the east side of the detention pond and 2-rows of coniferous screening trees shall be provided on the north side of the detention pond.

3.2 **Representation.** MNK Troy 1 LLC represents and confirms that the Property shall not be used or developed in a manner inconsistent with the conditions set forth in this Agreement.

3.3 **Expiration.** MNK Troy 1 LLC shall be subject to the expiration of the provisions of Section 16.04.E. of the Troy Zoning Ordinance and Section 6.2 of this Agreement.

ARTICLE 4

REZONING

4.1 **Resolution and Zoning Map Amendment.** Directly after City Council's approval of this Agreement, City Council shall pass a Resolution rezoning the Development Parcels from RT, R1-C, and EP zoning to RT zoning. That Resolution shall also state that the Zoning Map shall be amended to reflect a new zoning classification. The Planning Director shall take necessary action to amend the Zoning Map to the new classification along with a relevant designation that will provide reasonable notice of the Agreement. The Conditional Rezoning Approval and the amendment to the Zoning Map shall not become effective until the Agreement is recorded with the Oakland County Register of Deeds and a certified copy of the Agreement is filed with the City Clerk.

ARTICLE 5

DEVELOPER'S RIGHTS, OBLIGATIONS AND PROPERTY RESTRICTIONS

5.1 **Right to Develop.** MNK Troy 1 LLC shall have the right to develop the Property in accordance with the Conditional Rezoning Agreement once the City has approved the site plan. Final Site Plan Approval shall be in accordance with the City's Zoning Ordinance and this Agreement. If development and/or actions are undertaken on or with respect to the Property in violation of this Agreement, such development and/or actions shall constitute a violation of the City of Troy Code of Ordinances and deemed a nuisance per se. In such cases, the City may issue a stop work order relative to the Property and seek any other lawful remedies. Until curative action is taken to bring the Property into compliance with the Conditional Rezoning Agreement, the City may withhold or, following notice and an opportunity to be heard, revoke permits and certificates in addition to or in lieu of such other lawful action to achieve compliance.

5.2 **Compliance with Agreement.** All development, use, and improvement of the Property shall be subject to and in accordance with this Conditional Rezoning Agreement, all applicable City Ordinances, and shall also be subject to and in accordance with all other approvals and permits required under applicable City Ordinances and State law.

5.3 **Compliance with City Ordinances.** MNK Troy 1 LLC shall comply with the City Code of Ordinances, make any necessary application for permits and obtain any necessary permits for the development of the Property, including signage.

ARTICLE 6

THE CITY'S RIGHTS AND OBLIGATIONS

6.1 **Police Powers.** The action of the City in entering into this Conditional Rezoning Agreement is based upon the understanding that the intent and spirit of the police power objectives of the City relative to the Property are embodied in the Conditional Rezoning Agreement Documents and those powers are assured based upon the development and/or undertakings on the Property. The City is thus achieving its police power objective and has not, by this Agreement, bargained away or otherwise compromised any of its police power objectives.

6.2 **Expiration.** Conditional Rezoning approval shall expire following a period of two (2) years from the effective date of the rezoning as set out above unless progress has been diligently pursued and substantial completion has occurred in accordance with permits issued by the City. The City shall have the sole discretion to determine if progress has been diligently pursued by MNK Troy 1 LLC. The City, through its employees and agents, shall at all times be allowed to enter onto the Property to determine the progress of the development.

6.3 **Enforcement.** The City may initiate legal action for the enforcement of any of the provisions, requirements, and obligations set forth in this Agreement.

6.4 **Non-Compliance.** If MNK Troy 1 LLC is not developing the Property in compliance with this Agreement, the City may issue a stop work order as to any or all aspects of the Development, may deny the issuance of any requested building permit or certificate of occupancy within any part or all of the Development regardless of whether the Developer is the named applicant for such permit or certificate of occupancy, and may suspend further inspections of any or all aspects of the Development.

ARTICLE 7

GENERAL PROVISIONS

7.1 **The City's Representations and Warranties.** The City represents and warrants to MNK Troy 1 LLC as follows:

- a. **Authority.** The City has the authority to enter into this Agreement and to perform and carry out all obligations, covenants and provisions hereof. The City's authority shall be evidenced by appropriate resolutions.
- b. **Transfer of Ownership.** The transfer of title of the Property from MNK Troy 1 LLC to an entity in which the principals of MNK Troy 1 LLC do have an ownership interest, if such transfer is made prior to substantial completion of the Improvements, shall not constitute an event of default under this Conditional Rezoning Agreement;

- c. **Compliance.** The Conditional Rezoning Agreement complies with the requirements of City Ordinances, including the Troy Zoning Code.
- d. **Sole Authority.** The City Council is the sole and appropriate municipal body to enter into the Conditional Rezoning Agreement with MNK Troy 1 LLC.
- e. **Plan Review.** The City will timely review the plans and documents submitted for building permits, public utilities and signage, and any amendments thereto submitted by MNK Troy 1 LLC to achieve the purposes of this Conditional Rezoning Agreement.
- f. **Use.** The intended land use for the Property is a permissible use under the Troy Zoning Code and Troy Master Plan.
- g. **Validity of Use.** In the event that the Troy Zoning Code is amended such that the use provided for in this Agreement for the Property are no longer permitted uses of right, the use provided for in this Agreement and continuation of those uses shall be governed by the provisions of Troy's Zoning Ordinance governing non-conforming lots, uses and structures currently set forth in Article 14 of the Zoning Ordinances.
- h. **Restraints.** Neither the execution nor delivery of this Agreement nor the consummation of the transaction contemplated hereby is in violation of any provision of any existing law or regulation, order or decree of any court or governmental entity, the City's Charter, or any agreement to which the City is a party or by which it is bound.
- i. **Disclosure.** No representation or warranty by the City, or any statement or certificate furnished to MNK Troy 1 LLC pursuant hereto or in connection with the transactions contemplated hereby, contains or will contain any untrue statement of a material fact or will omit to state any fact necessary to make the statements contained herein or therein not misleading.
- j. **Litigation.** The City has no notice of and there is no pending or threatened litigation, administrative action or examination, claim or demand before any court or any federal, state or municipal governmental department, commission, board, bureau, agency or instrumentality thereof which would affect the City or its principals from carrying out the covenants and promises made herein.

7.2 **MNK Troy 1 LLC's Representations and Warranties.** MNK Troy 1 LLC represents and warrants to the City as follows:

- a. **Organization.** MNK Troy 1 LLC has all requisite power and authority to own and operate its assets and properties, to carry on business as now being conducted, and to enter into and perform the terms of the Conditional Rezoning Agreement.
- b. **Authorization.** The execution and delivery of this Agreement and consummation of the transactions contemplated hereby have been duly authorized by MNK Troy 1 LLC.
- c. **Restraints.** Neither the execution nor delivery of this Agreement nor the consummation of the transaction contemplated hereby is in violation of any provision of any existing law or regulation, order or decree of any court or governmental entity, MNK Troy 1 LLC's organizational documents, or any agreement to which MNK Troy 1 LLC is a party or by which it is bound.
- d. **Disclosure.** No representation or warranty by MNK Troy 1 LLC, or any statement or certificate furnished to the City pursuant hereto or in connection with the transactions contemplated hereby, contains or will contain any untrue statement of a material fact or will omit to state any fact necessary to make the statements contained herein or therein not misleading.
- e. **Litigation.** MNK Troy 1 LLC has no notice of and there is no pending or threatened litigation, administrative action or examination, claim or demand before any court or any federal, state or municipal governmental department, commission, board, bureau, agency or instrumentality thereof which would affect MNK Troy 1 LLC or its principals from carrying out the covenants and promises made herein.
- f. **Financial.** MNK Troy 1 LLC is financially able to develop the Property.
- g. **Compliance with Laws.** MNK Troy 1 LLC shall comply with all Laws and all City ordinances applicable to the construction, ownership, maintenance, operation and use of the Property.

7.3 **Effective Date.** The effective date of this Conditional Agreement is ten (10) days after the date the Troy City approves the rezoning, or on the date the Agreement is recorded with the Oakland County Register of Deeds, whichever date is later.

ARTICLE 8

NOTICES

All notices, consents, approvals, requests and other communications, herein collectively called "Notices," required or permitted under this Conditional Rezoning Agreement shall be given in writing, signed by an authorized representative of the City, and MNK Troy LLC 1 and mailed by certified or registered mail, return receipt requested, personally delivered, sent by overnight courier or sent by e-mail to a party as follows:

To City: Planning Director
 City of Troy
 500 W. Big Beaver Road
 Troy, Michigan 48084
 Tel: (248) 524-3364
 Email: SavidantB@troymi.gov

With a Copy to: City Attorney
 City of Troy
 500 W. Big Beaver Road
 Troy, Michigan 48084
 Tel: (248) 524-3320
 Email: bluhmlg@troymi.gov

To MNK Troy 1 LLC: MNK Troy 1, LLC
 1052 Oaktree Lane
 Bloomfield Hills, Michigan 48304
 Telephone: (248) 895-5564
 Email: Arti@premiumdevgroup.com

All such notices, certificates or other communications shall be deemed served upon the date of personal delivery, the day after delivery to a recognized overnight courier, the date of the transmission by facsimile or other electronic means is verified or two days after mailing by registered or certified mail. Any party may by notice given under this Conditional Zoning Agreement designate any further or different addresses or recipients to which subsequent notices, certificates or communications hereunder shall be sent.

ARTICLE 9

MISCELLANEOUS

9.1 **Non-Liability of City, Officials and Employees.** No City official, officer, employee, board member, city council member, elected or appointed official, attorneys, consultants, advisors, agents and representatives, shall be personally liable to MNK Troy

1 LLC for any default or breach by the City of any obligation under this Conditional Rezoning Agreement or in any manner arising out of the performance of this Conditional Rezoning Agreement by any party.

9.2 **Successors/Provisions Running With the Land.** This Conditional Rezoning Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. The provisions of Sections 3.1 and 5.1 of this Conditional Rezoning Agreement shall be deemed benefits and burdens which shall run with the Property.

9.3 **Recording.** This Conditional Rezoning Agreement shall be recorded with the Oakland County Register of Deeds at the expense of MNK Troy 1 LLC. MNK Troy 1 LLC shall provide the Troy City Clerk with a certified copy of the Agreement as recorded, showing the date of recording, liber and page numbers.

9.4 **Complete Agreement.** This Conditional Rezoning Agreement constitutes the entire agreement between the parties with respect to the subject of this Conditional Rezoning Agreement and it may not be amended or its terms varied except in writing and signed by the required parties.

9.5 **Conflicts.** In the event of conflict between the provisions of this Conditional Rezoning Agreement and the provision of the Troy Zoning Code, the provisions of this Agreement shall prevail in the following order: (i) this Agreement, (ii) the final site plan, (iii) Chapter 39, Section 16.04 of the City's Zoning Ordinance.

9.6 **Default Remedies of MNK Troy 1 LLC.** The City shall not be in default in any term or condition of this Agreement unless and until MNK Troy 1 LLC has provided the City with written notice that the City has failed to comply with an obligation under this Agreement, and the City has failed to cure such failure within thirty (30) days of the written notice, unless the nature of the noncompliance is such that it cannot be cured with due diligence within such period, in which case the City has failed to commence the cure within such period and thereafter diligently pursued the cure. In the event of a default, MNK Troy 1 LLC's sole remedy at law or in equity shall be the right to seek specific performance as to the issuance of approvals, consents, or the issuance of building permits required by the City pursuant to this Agreement.

9.7 **Default Remedies of City.** MNK Troy 1 LLC shall not be in default in any term or condition of this Agreement unless and until the City has provided MNK Troy 1 LLC with written notice that MNK Troy 1 LLC has failed to comply with an obligation under this Agreement, and MNK Troy 1 LLC has failed to cure such failure within thirty (30) days of the written notice, unless the nature of the noncompliance is such that it cannot be cured with due diligence within such period, in which case MNK Troy 1 LLC has failed to commence the cure within such period and thereafter diligently pursued the cure. In the event of a default, the City's sole remedy at law or in equity shall be the right to seek specific performance of the obligations of MNK Troy 1 LLC pursuant to this Agreement.

9.8 **Third-Party Beneficiaries.** No term or provision of this Conditional Rezoning Agreement is intended to be, or shall be, for the benefit of any person not a party to the Agreement, and no such person shall have any right or cause of action hereunder.

9.9 **Severability.** The invalidity of any article, section, subsection, clause or provision of this Agreement shall not affect the validity of the remaining articles, sections, subsections, clauses, or provisions hereof, which shall remain valid and enforceable to the fullest extent permitted by law.

9.10 **Waiver of Breach.** A party to this Agreement does not waive any default, condition, promise, obligation, or requirement applicable to any other party hereunder, unless such waiver is in writing, signed by an authorized representative of that party, and expressly stated to constitute such waiver. Such waiver shall only apply to the extent given and shall not be deemed or construed to waive any such or other default, condition, promise, obligation, or requirement in any past or future instance. No failure of a party to insist upon strict performance of any covenant, agreement, term or condition of this Agreement or to the exercise of any right or remedy in the event of a default shall constitute a waiver of any such default in such covenant, agreement, term, or condition.

9.11 **Governing Law.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Michigan. MNK Troy 1 LLC agrees, consents and submits to the personal jurisdiction of any competent court of jurisdiction in Oakland County, Michigan, for any action brought against it arising out of this Agreement. MNK Troy 1 LLC also agrees that it will not commence any action against the City because of any matter whatsoever arising out of, or relating to, the validity, construction, interpretation and enforcement of this Agreement in any courts other than those within Oakland County, Michigan. Nothing hereunder shall be construed to limit or prohibit MNK Troy 1 LLC to petition or submit land use or zoning requests to the City after the Effective Date.

9.12 **Reasonableness.** After consulting with their respective attorneys, Developer and City confirm that this Agreement is authorized by and consistent with all applicable state and federal law and the United States and Michigan Constitutions, that the terms of this Agreement are reasonable, that they shall be estopped from taking a contrary position in the future, and that each shall be entitled to injunctive relief to prohibit any actions by the other inconsistent with the terms of this Agreement. Developer and the City fully accept and agree to the final terms, conditions, requirements and obligations of the Agreement and shall not be permitted in the future to claim that the effect of the Agreement results in an unreasonable limitation upon uses of all or a portion of the Property, or claim that enforcement of any of the Agreement causes an inverse condemnation or taking of all or a portion of the Property. Furthermore, it is agreed that the improvements and undertakings set forth in the Agreement are roughly proportional to the burden being created by the development, and to the benefit which will accrue to the Property as a result of the requirements represented by the development.

9.14 **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one agreement. The signature of any party to any counterpart shall be deemed to be a signature to, and may be appended to, any other counterpart.

MNK Troy 1, LLC

Witness

By: _____
Arti Mangla
Its: Managing Member

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

The foregoing Conditional Rezoning Agreement was acknowledged before me this _____ day of _____, 2021, by Arti Mangla as Managing Member of MNK Troy 1, LLC.

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

Signatures continued on next Page

CITY OF TROY, MICHIGAN,
a Michigan municipality

Witness

By: _____
Ethan Baker
Its: Mayor

Witness

By: _____
M. Aileen Dickson
Its: Clerk

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

The foregoing Conditional Rezoning Agreement was acknowledged before me this
____ day of _____, 2021, by Ethan Baker on behalf of the City of Troy, a Michigan
municipality.

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

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

The foregoing Conditional Rezoning Agreement was acknowledged before me this
____ day of _____, 2021, by M. Aileen Dickson on behalf of the City of Troy, a
Michigan municipality.

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

Prepared by and when recorded return to:

MNK Troy 1, LLC
c/o Arti Mangla
1052 Oaktree Lane
Bloomfield Hills, Michigan 48304

EXHIBIT 'A'

PROPERTY DESCRIPTION

Record Property Descriptions:

#20-14-301-031

T2N, R11E, SEC 14 SQUARE ACRES SUB N O 1 W 500 FT OF LOT 37 ALSO W 500 FT OF THAT PART OF LOT 38 DESC AS BEG AT NW LOT COR, TH S 89-53-15 E 1058.79 FT, TH S 00-36-30 E 128.35 FT, TH N 82-59-15 W 1068.14 FT TO BEG EXC W 15 FT OF ABOVE DESC PARCEL TAKEN FOR ROCHESTER

#20-14-152-001

T2N, R11E, SEC 14 PART OF NW 1/4 BEG AT W 1/4 COR, TH N 00-36-30 W 219.59 FT, TH S 89-47-15 E 325 FT, TH S 00-16-30 E 219.59 FT, TH N 89-47-15 W 325 FT TO BEG EXC W 75 FT TAKEN FOR RD 1.26 A

As Surveyed Total Property Description:

A parcel of land in the West 1/2 of Section 14, T.2N., R.11E., City of Troy, Michigan together with part of Lots 37 and 38, "Square Acres Sub. No.1," as recorded in Liber 44, Page 48 of Oakland County Records described as; Beginning at the West 1/4 corner of Section 14; thence N.00°37'21"W., 219.59 feet along the west line of Section 14 and the centerline of Rochester Road to the SE corner of "Shallowbrook Sub.," as recorded in Liber 144, Page 20 of Oakland County Records; thence along said "Shallowbrook Sub." the following three courses; S.89°47'15"E., 325.00 feet; S.00°37'21"E., 219.59 feet; S.89°47'15"E., 235.00 feet along the east/west 1/4 line of Section 14; thence S.00°37'57"E., 254.28 feet; thence N.82°58'45"W., 489.31 feet to a point on the 75.0 foot right of way of Rochester Road; thence along said line N.00°37'47"W., 196.26 feet to a point on the east/west 1/4 line of Section 14; thence along said line N.89°47'15"W., 75.01 feet to the Point of Beginning and containing 4.146 acres.

PROPERTY ADDRESS:

20-14-301-031 – 4396 ROCHESTER RD.

20-14-152-001 – 4516 ROCHESTER RD.

EXHIBIT B

