



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Date: August 19, 2025

To: Frank Nastasi, City Manager
Robert J. Bruner, Deputy City Manager
Chris Wilson, Assistant City Manager
Scott Finlay, City Engineer

From: R. Brent Savidant, Community Development Director

Subject: ANNOUNCE PUBLIC HEARING (SEPTEMBER 8, 2025) – CONDITIONAL REZONING (JPCR2025-007) – Proposed Revised and Restated Conditional Rezoning Agreement and Approval of Revised Preliminary Site Plan, East side of Rochester Road, South of Shallowdale, (88-20-14-152-001 and 88-20-14-301-031), Section 14, Zoned RT (One Family Attached Residential) District

Summary

The applicant MNK Troy 1, LLC seeks approval of a proposed Revised and Restated Conditional Rezoning Agreement and revised Preliminary Site Plan for Wesley Park (FKA Shallowbrook), a 32-unit townhome development. Once approved, the applicant intends to sell the property to M/I Homes for completion of the project.

Background and Timeline

The subject property was conditionally rezoned by the City in June of 2021 based on an application submitted by the property owner, MNK Troy 1, LLC. The Conditional Rezoning Agreement (CRA) expired on February 8, 2025. The property owner has entered into a purchase agreement with the applicant, M/I Homes, and together they seek to reinstate the expired conditional rezoning agreement. The applicant also seeks approval of revised Preliminary Site Plans for the site. The Preliminary Site Plan (FKA Shallowbrook Townhomes) was originally approved by the Planning Commission in 2021. Proposed site plan modifications are minor and consistent with the CRA. The proposed revisions to the site plans are offered as conditions in the revised conditional rezoning agreement.

The following timeline of events explains how we got to this point:

Date	Action
June 14, 2021	City Council approved Conditional Rezoning Agreement (CRA). Applicant voluntarily offered to restrict development to 32 units. CRA designated effective date as 10 days after approval or the date of recording, whichever is later. No time limit for recording is included in Agreement.
June 22, 2021	PC grants Preliminary Site Plan Approval to Shallowbrook Townhomes, a 32-unit townhome development
February 2, 2022	CRA is recorded by owner. February 2, 2022 is established as the Effective Date of the Agreement. CRA expires two (2) years from Effective Date.



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January 29, 2024	City Council approved First Amended CRA which extended the agreement for one year. By its terms, the First Amended CRA was required to be recorded within 10 days of approval, but the extension was never recorded by the property owner.
January 8, 2025	Owner approached Planning and Legal seeking another extension. Determined there was not enough time to get in front of City Council before the February 8, 2025 expiration date. Prior extension not perfected because not recorded
February 8, 2025	CRA expired
July 11, 2025	Applicant and owner submitted a revised CRA and a revised Preliminary Site Plan for Wesley Park, a 32-unit townhome development

Conditional Rezoning Agreement

The applicant submitted a Proposed Restated and Amended Conditional Rezoning Agreement. The document is consistent with the Conditional Rezoning Agreement that was recommended for approval by the Planning Commission on January 28, 2020 and approved by City Council on June 14, 2021. The CRA voluntarily offered the following conditions:

- a. *Developer or its successor in title to the Property intends to develop and improve the Property in accordance with the Site Plan, which is incorporated by reference as Exhibit C.*
- b. *The Development shall meet all requirements for the RT Zoning District under Section 4.07 of the Troy Zoning Ordinance.*
- c. *Developer shall prepare an Open Space Preservation Easement, maintaining the existing natural features and prohibiting construction and other activities. Prior to final site plan approval, Developer shall secure approval of an Open Space Preservation Easement that is acceptable to the Troy City Council. The Open Space Preservation Easement shall cover the eastern portion of the Zoning Parcels and will be equal to the area currently zoned EP (0.93 acres), as depicted on the Site Plan. This area will provide approximately a 24% open space buffer from adjacent neighboring parcels to the east of the Zoning Parcels.*
- d. *The required detention basin shall be designed and constructed in accordance with the City's engineering standards so that it stores water for a limited time after a storm event but otherwise remains dry.*
- e. *Developer shall use building materials that are durable low maintenance or maintenance free materials. Examples include but are not limited to brick, asphalt shingles, and plank siding. Developer shall offer a variety of color palates during the site plan review process.*
- f. *Each unit shall include a 2-car attached garage.*



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- g. A minimum of 9-guest parking spaces shall be provided as part of the Development.*
- h. In addition to the Open Space Preservation Easement and any additional required open space buffer between this project and the abutting properties zoned R-1C, Developer shall provide 250 feet of additional screening along the southern property line, as set forth on Exhibits C and D.*
- i. Following completion of the Improvements, Developer shall not rely upon the use of any exterior refuse containers. 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, Developer shall place one of its allowed buildings at the terminus of the northernmost driveway to shield the homes from headlight glare as depicted on Exhibit B. 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, at least 2 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.*

Open Space Easement

The applicant submitted a Declaration of Open Space Preservation Easement to define and preserve the southeast portion of the property, which includes a detention basin and landscape buffer. The Easement is referred to in and required by the CRA.

Preliminary Site Plan

On June 21, 2021, the Planning Commission granted Preliminary Site Plan Approval to Shallowbrook Townhomes, a 32-unit townhome development. At the time, the owner MNK intended to construct the development. Due to market conditions, the owner intends to sell the property to M/I Homes so that they can develop the property. M/I Homes prepared the Preliminary Site Plan for Wesley Park. The site plan is consistent with the Preliminary Site Plan approved for Shallowbrook in 2021. M/I Homes revised the floor plans and elevations for the units. The architectural character of the units is consistent with



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the elevations approved in 2021. Building heights and setbacks have not changed and comply with the CRA and the Zoning Ordinance. Maximum height does not exceed 30 feet.

Engineering Plans

Engineering plans were submitted for review in 2021, based on the Preliminary Site Plan that the Planning Commission approved in 2021. Engineering plans are consistent with the Preliminary Site Plan for Wesley Park, submitted in 2025. The City's Engineering Department has signed off on the Engineering plans. The only outstanding item is: the Michigan Department of Environment, Great Lakes, and Energy (EGLE) provided some minor comments related to the water main. Revised Engineering plans were submitted to EGLE to address these comments in early July. All applicable Engineering fees have been paid to this point.

Planning Commission Action

The Planning Commission is authorized to approve the Preliminary Site Plan for Wesley Park and make a recommendation regarding the Conditional Rezoning Agreement for Wesley Park.

Shallowbrook Subdivision Homeowners Association (HOA)

The applicant has worked with representatives of the abutting Shallowbrook HOA beginning with the submittal of the original Conditional Rezoning application in 2021. At the August 12, 2025 Planning Commission meeting, two residents provided feedback related to the Landscape Plan. Based on this feedback, the Landscape Plan was voluntarily revised by the applicant as follows:

- 1) All trees along the northern property line were made to be 6' tall.
- 2) 6' spruces and firs were added along the proposed berm area, along with 6' spruce and 5' arborvitaes between the gas easement and the northern property line of the southernmost parcel within Wesley Park. This was done to meet concerns and requests of both the Planning Commission and Mr. Hughes, who resides at 4495 Harold Drive.
- 3) All previously proposed plantings along the eastern portion of the detention pond have been extended south, to the southern property line, to meet the requests of Jim McCauley, who resides at 4435 Harold and represents the Shallowbrook HOA.

A public hearing is scheduled for this item on September 8, 2025.

Legal Review

This item was submitted to the City Attorney for review pursuant to City Charter Section 3.17.



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Attachments:

1. Maps
2. Minutes from August 12, 2025 Planning Commission Regular meeting (draft/excerpt)
3. Preliminary Site Plan for Wesley Park (including revised Landscape Plan)
4. Revised and Restated Conditional Rezoning Agreement (draft)
5. Open Space Preservation Easement (draft)
6. Public comment



GIS Online



Legend

Tax Parcels

Tax Parcel



0 500 1000
ft

Print Date: 8/6/2025



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



Legend

Planning

Conditional Rezoning



Form Based Zoning

- (EP) Environmental Protection District
- (NN) Neighborhood Nodes (A-U)
- (R-1C) One Family Residential District
- (RT) One Family Attached Residential District

Tax Parcels

Tax Parcel



0 500 1000
ft

Print Date: 8/6/2025



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.

CONDITIONAL REZONING

5. **PUBLIC HEARING - CONDITIONAL REZONING (JPCR2025-007)** – Proposed Revised and Restated Conditional Rezoning Agreement and Approval of Revised Preliminary Site Plan, East side of Rochester Road, South of Shallowdale, (88-20-14-152-001 and 88-20-14-301-031), Section 14, Zoned RT (One Family Attached Residential) and EP (Environmental Protection) Districts

Mr. Savidant reviewed the history and timeline of events regarding the Conditional Rezoning application up to this point and for consideration this evening of a Revised and Restated Conditional Rezoning Agreement and Revised Preliminary Site Plan for Wesley Park. He addressed:

- Voluntary offers by the applicant.
- Conditional Rezoning Agreement.
- Open Space Preservation Easement.
- Preliminary Site Plan.
- Engineering plans.

Mr. Savidant said Planning supports the application and recommends that the Planning Commission recommends to the City Council approval of the Revised and Restated Conditional Rezoning Agreement and Preliminary Site Plan.

Brad Botham of M/I Homes said the revised application is in the same spirit as the originally approved application. He addressed building materials, architectural design and building height, noting the building height is slightly lower than the original plan. Mr. Botham said there are no changes in the easements and setbacks and addressed an increase in the proposed landscaping. Mr. Botham said changes to the plan basically relate to marketability of the product and efficiency in construction build time.

Some comments during discussion related to the following:

- Similarities and differences between original plan and resubmitted plan.
- Revisions to the plan should be reflected on the Site Plan prior to consideration by the City Council.
- Email communication from resident Cynthia Green relating to differences in landscaping, architectural design and building height from original plan.
- Zoning Ordinance site plan requirements are met.
- Voluntary conditions are within parameters of the originally approved plan.

PUBLIC HEARING OPENED

- Jim McCauley, 4435 Harold, Troy; spoke on behalf of the Shallowbrook Homeowners Association (HOA). He addressed two changes in the Revised and Restated Conditional Rezoning Agreement (Article 3, Sections 3.1.k and 3.1.l). Mr. McCauley said he thoroughly reviewed the current submittal and reached out to the developer, the Planning Department, neighbors and the HOA. He said only one resident expressed opposition. Mr. McCauley stated the HOA supported the previously approved plan and is in support of the revised application before the Board this evening.
- Jon Hughes, 4495 Harold, Troy; addressed concerns with the shielding of vehicular headlights onto his property.

PUBLIC HEARING CLOSED

There was discussion on existing and proposed landscaping.

Mr. Botham said he would take into consideration the grading of the property and utility locations and provide appropriate screening to alleviate any potential light pollution for the home at 4495 Harold.

Resolution # PC-2025-08-045

Moved by: Fox

Support by: Buechner

WHEREAS, on June 14, 2021 City Council approved a Conditional Rezoning Agreement for a 32-unit townhome development proposed by the Applicant, MNK Troy 1 LLC; and

WHEREAS, Applicant MNK Troy 1 LLC voluntarily offered a number of conditions, including restricting the number of units to 32 units; and

WHEREAS, On June 21, 2021 the Planning Commission granted Preliminary Site Plan Approval for a 32-unit townhome development known as Shallowbrook Townhomes; and

WHEREAS, The Conditional Rezoning Agreement expired on February 8, 2025 because the developer did not diligently pursue and substantially complete the project in accordance with the City's Zoning Ordinance; and

WHEREAS, Applicant MNK Troy 1 LLC subsequently partnered with M/I Homes and together these entities submitted a proposed Revised and Restated Conditional Rezoning Agreement and Preliminary Site Plan for Wesley Park, a 32-unit townhome development; and

WHEREAS, The proposed Revised and Restated Conditional Rezoning Agreement is consistent with the original Conditional Rezoning Agreement, which was supported by and created with input from representatives of the neighboring Homeowners Association; and

WHEREAS, The Preliminary Site Plan for Wesley Park is consistent with the Preliminary Site Plan for Shallowbrook Townhomes which was approved in 2021; and

WHEREAS, The Preliminary Site Plan for Wesley Park is consistent with the Revised and Restated Conditional Rezoning Agreement, including voluntarily offered conditions intended to reduce the impact of the development on neighboring properties; and

THEREFORE, BE IT RESOLVED, Planning hereby **RECOMMENDS approval** of the Revised and Restated Conditional Rezoning Agreement and related attachments; and

BE IT FURTHER RESOLVED, Planning Commission **RECOMMENDS** that Preliminary Site Plan Approval, pursuant to Article 8 of the Zoning Ordinance, as requested for the proposed Wesley Park Townhomes, 32 units, be **granted**.

Discussion on the motion on the floor.

The applicant was advised to present to City Council a clean Site Plan and Landscape Plan along with a detailed memorandum that complements the revised application.

The Planning Commission would like to see enhancement of the landscaping, especially for the resident at 4495 Harold and any other neighbors who might be affected.

Vice Chair Malalahalli complimented the architectural design and color scheme.

Vote on the motion on the floor.

Yes: All present (8)
Absent: Perakis

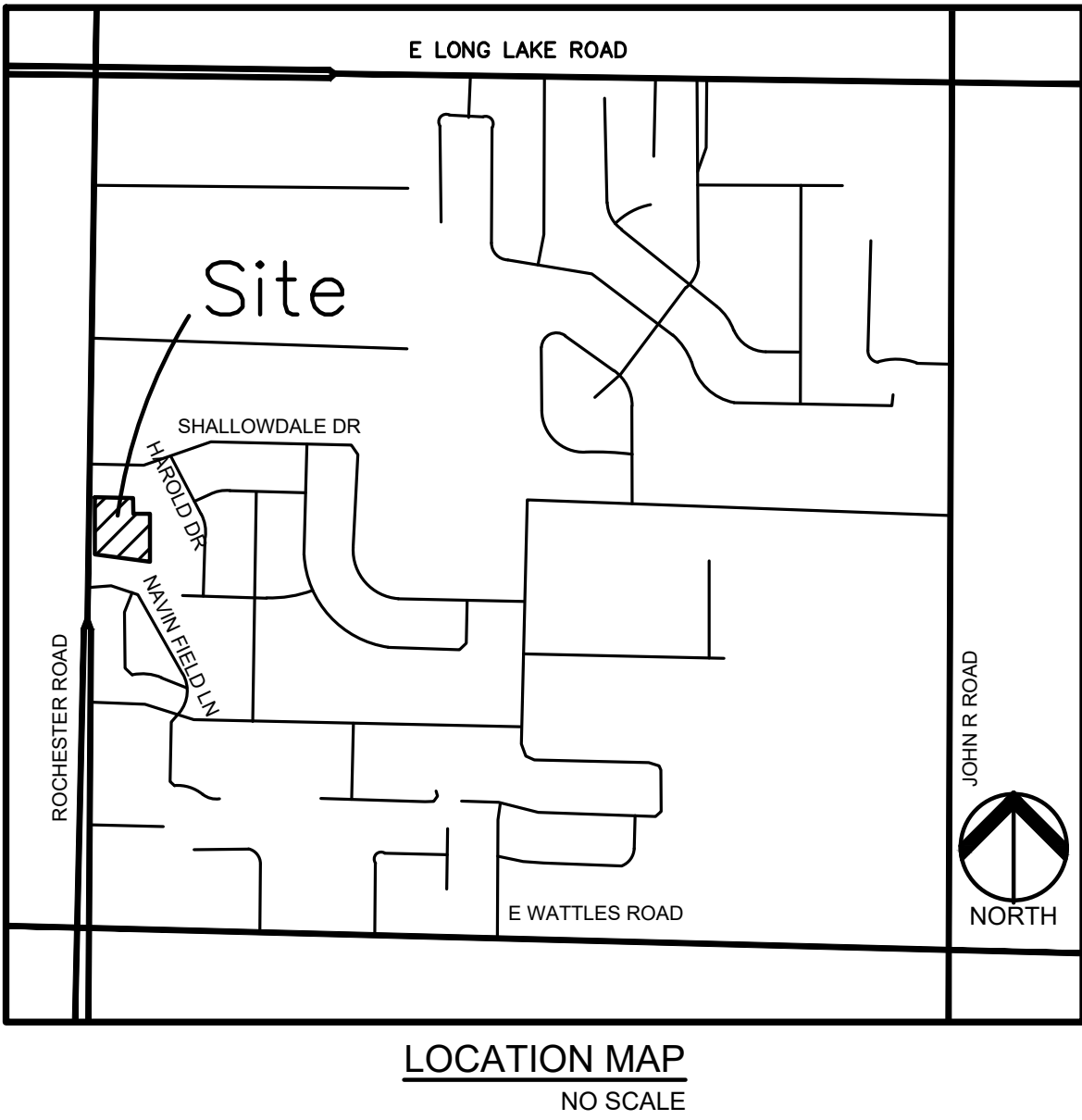
MOTION CARRIED

PRELIMINARY SITE PLANS

WESLEY PARK

4516-4396 ROCHESTER ROAD
TROY, OAKLAND COUNTY, MICHIGAN

PERMIT / APPROVAL SUMMARY		
DATE SUBMITTED	DATE APPROVED	PERMIT / APPROVAL



INDEX OF DRAWINGS	
NUMBER	TITLE
	COVER SHEET
P-1.0	TOPOGRAPHIC SURVEY
P-3.0	PRELIMINARY DIMENSION PLAN
P-4.1	PRELIMINARY GRADING PLAN - SOUTH
P-4.2	PRELIMINARY GRADING PLAN - NORTH
P-6.0	PRELIMINARY UTILITY PLAN
P-7.0	TRUCK TURNING PLAN
L-1.0	LANDSCAPE PLAN
L-1.1	LANDSCAPE DETAILS
TP-1.0	PRELIMINARY TREE PRESERVATION PLAN
	ARCHITECTURAL PLANS
	TYPICAL 3 UNIT ASSEMBLY - ELEVATIONS
	TYPICAL 4 UNIT ASSEMBLY - ELEVATIONS
	TYPICAL 5 UNIT ASSEMBLY - ELEVATIONS
	3 UNIT ASSEMBLY - LOWER LEVEL FLOOR PLANS
	4 UNIT ASSEMBLY - LOWER LEVEL FLOOR PLANS
	5 UNIT ASSEMBLY - LOWER LEVEL FLOOR PLANS
	MID LEVEL FLOOR PLANS
	UPPER LEVEL FLOOR PLANS
	4 UNIT ASSEMBLY - FRONT ELEVATION
	4 UNIT ASSEMBLY - REAR ELEVATION
	PRELIMINARY LEFT AND RIGHT SIDE ELEVATION
	SECTION "A"

DESIGN TEAM

OWNER	APPLICANT/DEVELOPER	CIVIL ENGINEER
MNK TROY 1, LLC 1052 OAKTREE LANE BLOOMFIELD HILLS, MI 48304 CONTACT: MUKESH MANGLA PHONE: 248.895.5564 EMAIL: MUKESHMANGLA@GMAIL.COM	M/I HOMES OF MICHIGAN, LLC. 40950 WOODWARD AVE, STE. 203 BLOOMFIELD HILLS, MI 48304 CONTACT: BRAD BOTHAM PHONE: 248.221.5013 EMAIL: BBOTHAM@MIHOMES.COM	PEA GROUP 1849 POND RUN AUBURN HILLS, MI 48326 CONTACT: JOHN B. THOMPSON, PE PHONE: 844.813.2949 EMAIL: JTHOMPSON@PEAGROUP.COM
ARCHITECT	LANDSCAPE ARCHITECT	
M/I HOMES OF CHICAGO, LLC 2135 CITY GATE LANE NAPERVILLE, IL 60563 CONTACT: SEAN RAFFERTY PHONE: 630.699.7186 EMAIL: SRAFFERTY@MIHOMES.COM	PEA GROUP 7927 NEMCO WAY, STE. 115 BRIGHTON, MI 48116 CONTACT: LYNN WHIPPLE, PLA PHONE: 844.813.2949 EMAIL: LWHIPPLE@PEAGROUP.COM	

PEA
GROUP

REVISIONS	
DESCRIPTION	DATE
ORIGINAL ISSUE DATE	7/8/2025








PROJECT TITLE
WESLEY PARK
4516-4396 ROCHESTER ROAD
TROY, MICHIGAN

PEA JOB NO.	2018-300
P.M.	JBT
DN.	RMK
DES.	KFP
DRAWING NUMBER:	

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.

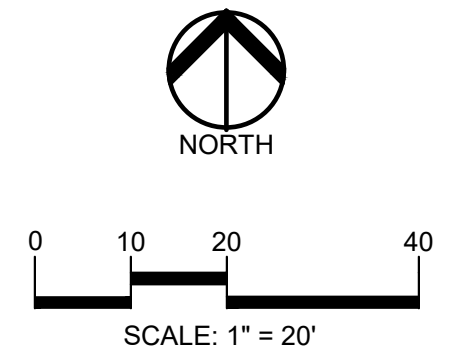
GRADING LEGEND:

 EXISTING SPOT ELEVATION
 PROPOSED SPOT ELEVATION:
 TYPICALLY TOP OF PAVEMENT
 IN PAVED AREAS, GUTTER GRADE
 IN CURB LINES.
 EXISTING CONTOUR
 PROPOSED CONTOUR
 PROPOSED REVERSE GUTTER PAV
 --- PROPOSED RIDGE LINE
 - - - - - PROPOSED SWALE/DITCH

ABBREVIATIONS

T/C = TOP OF CURB	F = FLUSH WALK
T/P = TOP OF PAVEMENT	G = GUTTER GRADE
T/S = TOP OF SIDEWALK	FF = FINISH FLOOR
TW = TOP OF WALL	FG = FINISH GRADE
BW = BOTTOM OF WALL	RM = RIM ELEVATION





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CLIENT
M/I HOMES OF MICHIGAN, LLC
40950 WOODWARD AVE., STE. 203
BLOOMFIELD HILLS, MICHIGAN 48304

PROJECT TITLE
WESLEY PARK
4516-4396 ROCHESTER ROAD
TROY, MICHIGAN

REVISIONS

ORIGINAL ISSUE DATE:
JULY 8, 2025

DRAWING TITLE
**PRELIMINARY
GRADING PLAN
- NORTH**

PEA JOB NO.	2018-300
P.M.	JBT
DN.	RMK
DES.	KFP
DRAWING NUMBER:	

P-4.2

CITY BENCHMARKS
(DATUM - NAVD88)

BM #1789
ARROW T/HYD #14-02 E-SIDE
ROCHESTER, 50' S. SHALLOWDALE
ELEVATION=673.02

BM #1935
ARROW T/HYD #14-03 E-SIDE
ROCHESTER at #4396
ELEVATION=670.63

BENCHMARKS
(DATUM - NAVD88)

THE ELEVATIONS SHOWN ON
TOPO ARE 0.09' HIGHER THAN
CITY DATUM.

BM #1
T/HYD ON LOT 37 SQUARE
ACRES SUB. ELEVATION=670.72

BM #2
SAN SEWER MANHOLE RIM ON
PARCEL 20-14-152-001
ELEVATION=670.72

SYMBOLS: GRADING

PROPOSED SPOT ELEVATION:
TYPICALLY TOP OF PAVEMENT IN PAVED
AREAS, GUTTER GRADE IN CURB LINES.

PROPOSED CONTOUR LINE

ABBREVIATIONS:
T/C = TOP OF CURB
G = GUTTER GRADE
T/P = TOP OF PAVEMENT
T/S = TOP OF SIDEWALK
T/W = TOP OF WALL
B/W = BOTTOM OF WALL
F.G. = FINISH GRADE
RIM = RIM ELEVATION

SIDEWALK RAMP LEGEND:

SIDEWALK RAMP 'TYPE R' Ⓡ

SIDEWALK RAMP 'TYPE P' Ⓟ

GRADING LEGEND:

EXISTING SPOT ELEVATION

PROPOSED SPOT ELEVATION:
TYPICALLY TOP OF PAVEMENT
IN PAVED AREAS, GUTTER GRADE
IN CURB LINES.

EXISTING CONTOUR

PROPOSED CONTOUR

PROPOSED REVERSE GUTTER PAN

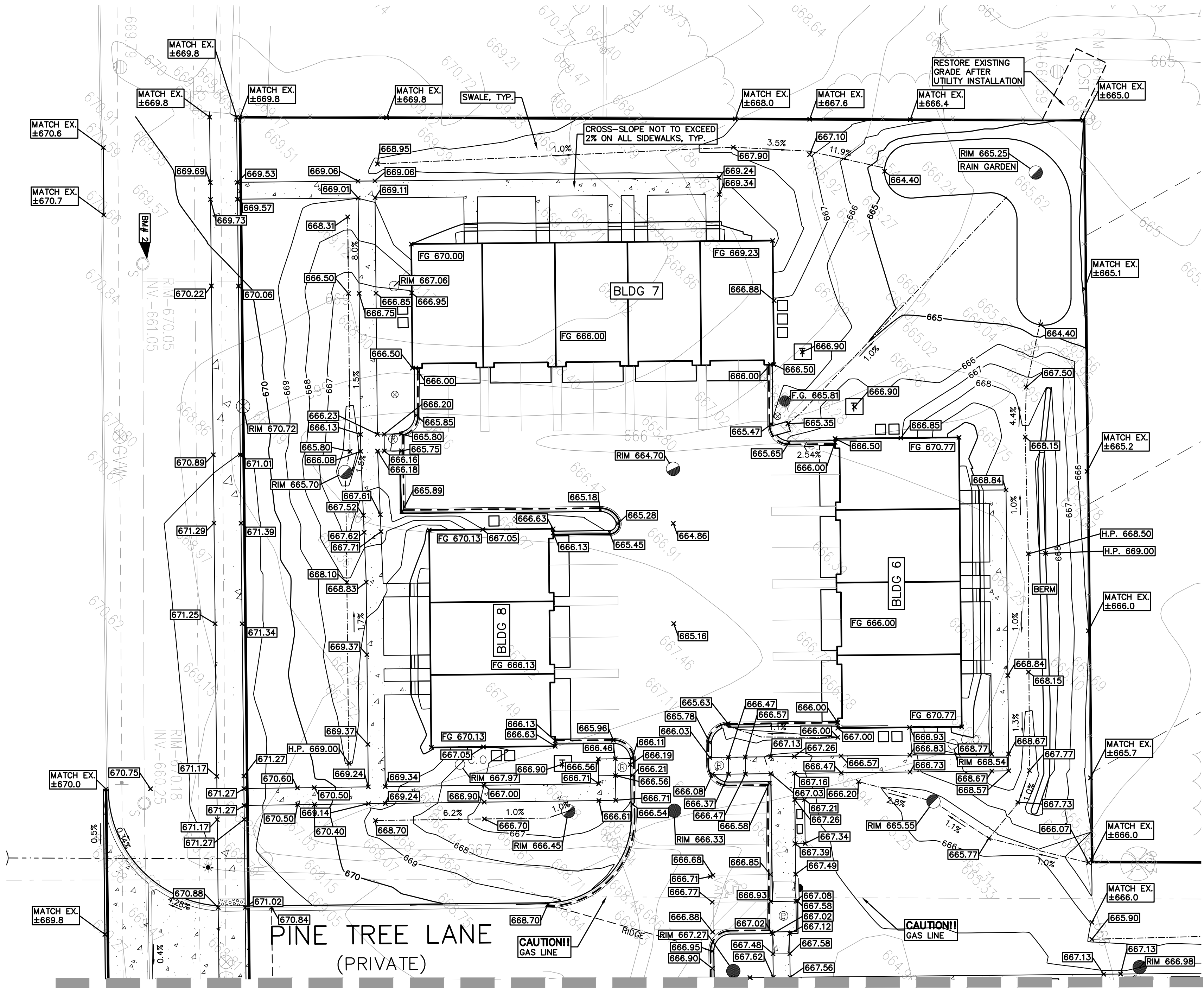
PROPOSED RIDGE LINE

PROPOSED SWALE/DITCH

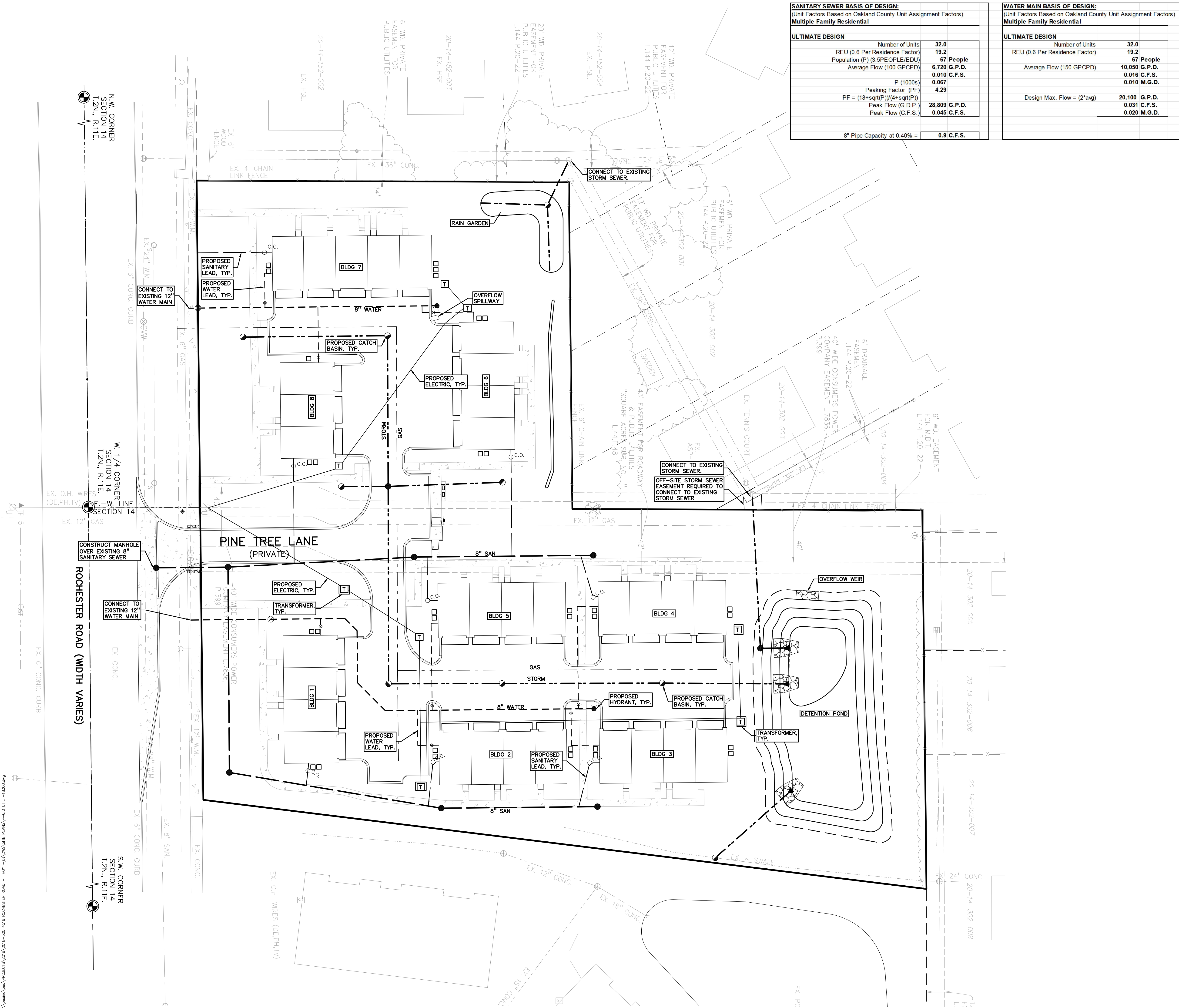
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FG = FINISH GRADE
RIM = RIM ELEVATION



SEE SHEET P-4.1



SANITARY SEWER BASIS OF DESIGN: (Unit Factors Based on Oakland County Unit Assignment Factors) Multiple Family Residential			
ULTIMATE DESIGN			
Number of Units	32.0		
REU (0.6 Per Residence Factor)	19.2		
Population (P) (3.5PEOPLE/EDU)	67 People		
Average Flow (100 GPCPD)	6,720 G.P.D.		
	0.010 C.F.S.		
	0.067		
	4.29		
P (1000s)			
Peaking Factor (PF)			
PF = (18+sqrt(P))/4+sqrt(P)			
Peak Flow (G.D.P.)	28,809 G.P.D.		
Peak Flow (C.F.S.)	0.045 C.F.S.		
8" Pipe Capacity at 0.40% = 0.9 C.F.S.			

WATER MAIN BASIS OF DESIGN: (Unit Factors Based on Oakland County Unit Assignment Factors) Multiple Family Residential			
ULTIMATE DESIGN			
Number of Units	32.0		
REU (0.6 Per Residence Factor)	19.2		
	67 People		
Average Flow (150 GPCPD)	10,050 G.P.D.		
	0.016 C.F.S.		
	0.010 M.G.D.		
Design Max. Flow = (2*avg)	20,100 G.P.D.		
	0.031 C.F.S.		
	0.020 M.G.D.		

UTILITY LEGEND:	
~OH-ELEC~W~C~<	EX. OH. ELEC. POLE & GUY WIRE
~UG-CATV~	EX. U.G. CABLE TV & PEDESTAL
~UG-COMM~	EX. U.G. COMMUNICATION LINE, PEDESTAL & MANHOLE
~UG-ELEC~	EX. U.G. ELEC. MANHOLE, METER & HANDHOLE
---	EX. GAS LINE
⊗	EX. GAS VALVE & GAS LINE MARKER
⊗	EX. TRANSFORMER & IRRIGATION VALVE
---	EX. WATER MAIN
⊗	EX. HYDRANT, GATE VALVE & POST INDICATOR VALVE
⊗	EX. WATER VALVE BOX & SHUTOFF
⊗	EX. SANITARY SEWER
⊗	EX. SANITARY CLEANOUT & MANHOLE
⊗	EX. COMBINED SEWER MANHOLE
---	EX. STORM SEWER
⊗	EX. CLEANOUT & MANHOLE
⊗	EX. SQUARE, ROUND, & BEEHIVE CATCH BASIN
⊗	EX. YARD DRAIN & ROOF DRAIN
⊗	EX. UNIDENTIFIED STRUCTURE
---	PROPOSED WATER MAIN
⊗	PROPOSED HYDRANT AND GATE VALVE
⊗	PROPOSED TAPPING SLEEVE, VALVE & WELL
⊗	PROPOSED POST INDICATOR VALVE
---	PROPOSED SANITARY SEWER
⊗	PROPOSED SANITARY CLEANOUT & MANHOLE
---	PROPOSED STORM SEWER
⊗	PROPOSED STORM SEWER CLEANOUT & MANHOLE
⊗	PROPOSED CATCH BASIN, INLET & YARD DRAIN

Site Drainage Data			
Impervious Area:	1.64 acre	C =	0.95
Greenbelt Area:	2.13 acre	C =	0.35
Total Area (A):	3.77 acre		
Weighted Coefficient of Runoff (C):	0.61		
Pretreatment Impervious Area:	1.31 acre	C =	0.95
Pretreatment Greenbelt Area:	0.67 acre	C =	0.35
Area going to Pretreatment:	1.98 acre		
Pretreatment Weighted Coefficient of Runoff (C)	0.75		

Pretreatment	
Mechanical Separator (Sized for 1-year peak flow)	
I = 2 cfs/acre	2.00
Q=C*I*A	2.97 cfs

CPVC: Channel Protection Volume	
V _{cpvc} = (4,719)/CA	10,852 cf
CPRC: Channel Protection Rate Control Volume	
V _{cpvc} = (6897)/CA (Extended Detention)	15,861 cf
100-Year Allowable Outlet Rate (Q _{allow})	
Since 2-A<100, Q100all= A x (-0.207*ln(A)+1.1055)	
Q100all =	0.83 cfs/ac
100-Year Peak Allowable Discharge (Q _o)	
Q _o =Q _{allow} (A)	3.13 cfs

Rainfall Intensity	
Time of Concentration (T _c)	10 min
I100=83.3/(T _c +9.17) ^{0.81}	7.62 in/hr

100-Year Peak Inflow (Q _i)	
Q _i =C _i (Q _o)	17.51 cfs

100-Year Runoff Volume (V _r)	
V _r =(18,985)/CA	43,660 cf

Storage Ratio (V _r /V _s)	
V _r /V _s = 0.206-0.15 x ln(Q _o /Q _i)	0.4642

100-Year Storage Volume (V _s)	
V _s =V _r *Storage Ratio	20,267 cf

Design Requirements	
CPVC	10,852 cf
CPRC	15,861 cf
Flood Control	20,267 cf

Detention Basin			
100-yr Storage Required:	20,267 - 1,253 =	19,013	cf
100-yr Storage Elevation:	659.88		
CPRC Storage Required:	15,861 - 1,253 =	14,608	cf
CPRC Storage Elevation:	659.43		
Elev. (ft)	Area (sf)	Vol. (cf)	Total Vol. (cf)
656.4	0	0	0
657.0	1,725	518	518
658.0	6,163	3,944	4,462
659.0	8,405	7,284	11,746
660.0	10,931	9,668	21,414

Detention Basin Outlet Control Structure	
Orifice Channel Protection Rate Control (CPRC) Orifice	
Average Discharge Rate (Q _{avg})	
Q _{avg} =CPRC/172,800	0.092 cfs
Detention Outlet Elevation:	656.42
Average Head (H _{avg})=h/2	1.50 ft
A _{ed} =Q _{avg} /(0.62*SQ. RT(2*g*H _{avg}))	0.0150 sf

CPRC Orifice Diameter (D1)	
D1=12*SQ. RT(4*A/1/3.14)	1.66 in
	Use: 1.50 in
Area (A1)=	0.0123 sf

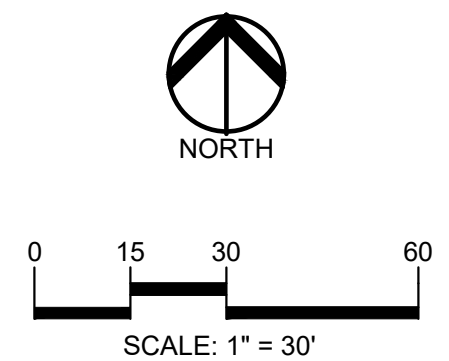
Flood Control Orifice	
100-Year Head: H _{res}	
H _{res} =H _{max} -H _{ed}	0.46 ft

100-Year Flow thru CPRC Orifice (Q _{ed})	
Q _{ed} =A1*0.62*(2gh ¹⁰⁰) ^{0.5}	0.114 cfs

Remaining Flow for 100-Year Orifice (Q _{res})	
Q _{res} =Q _o -Q _{ed}	3.019 cfs

100 Year Restricted Overflow Weir (OC 11)	
Flow (Q)	3.02 cfs
Length of Spillway (L):	2.1 ft
Depth of Water over Spillway (H):	0.57 ft
Uses Cipoletti Weir Equation (Q=3.367 * L * H ^{3/2})	

100 Year Emergency Overflow Weir	
Flow (Q): 215/(t+25) x A x C	17.51 cfs
Length of Spillway (L):	14.7 ft
Depth of Water over Spillway (H):	0.50 ft
Uses Cipoletti Weir Equation (Q=3.367 * L * H ^{3/2})	



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CLIENT
M/I HOMES OF MICHIGAN, LLC
40950 WOODWARD AVE., STE. 203
BLOOMFIELD HILLS, MICHIGAN 48304

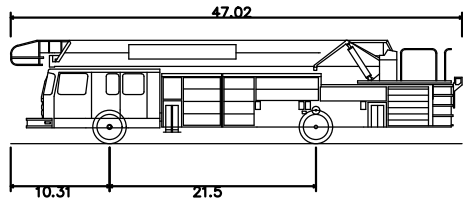
PROJECT TITLE
WESLEY PARK
4516-4396 ROCHESTER ROAD
TROY, MICHIGAN

REVISIONS	

ORIGINAL ISSUE DATE:
JULY 8, 2025

DRAWING TITLE
PRELIMINARY UTILITY PLAN

PEA JOB NO.	2018-300
P.M.	JBT
DN.	RMK
DES.	KFP
DRAWING NUMBER:	



TROY FIRE TRUCK
Overall Length 47.02
Overall Width 10.31
Overall Body Height 9.92
Min Body Ground Clearance 10.76
Track Width 1.98
Lock-to-Lock Time 9.82
Wall-to-Wall Turning Radius 47.38

47.02ft
9.92ft
10.76ft
1.98ft
9.82ft
47.38ft

PEA
GROUP

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PROJECT TITLE
WESLEY PARK
4516-4396 ROCHESTER ROAD
TROY, MICHIGAN

REVISIONS

ORIGINAL ISSUE DATE:
JULY 8, 2025

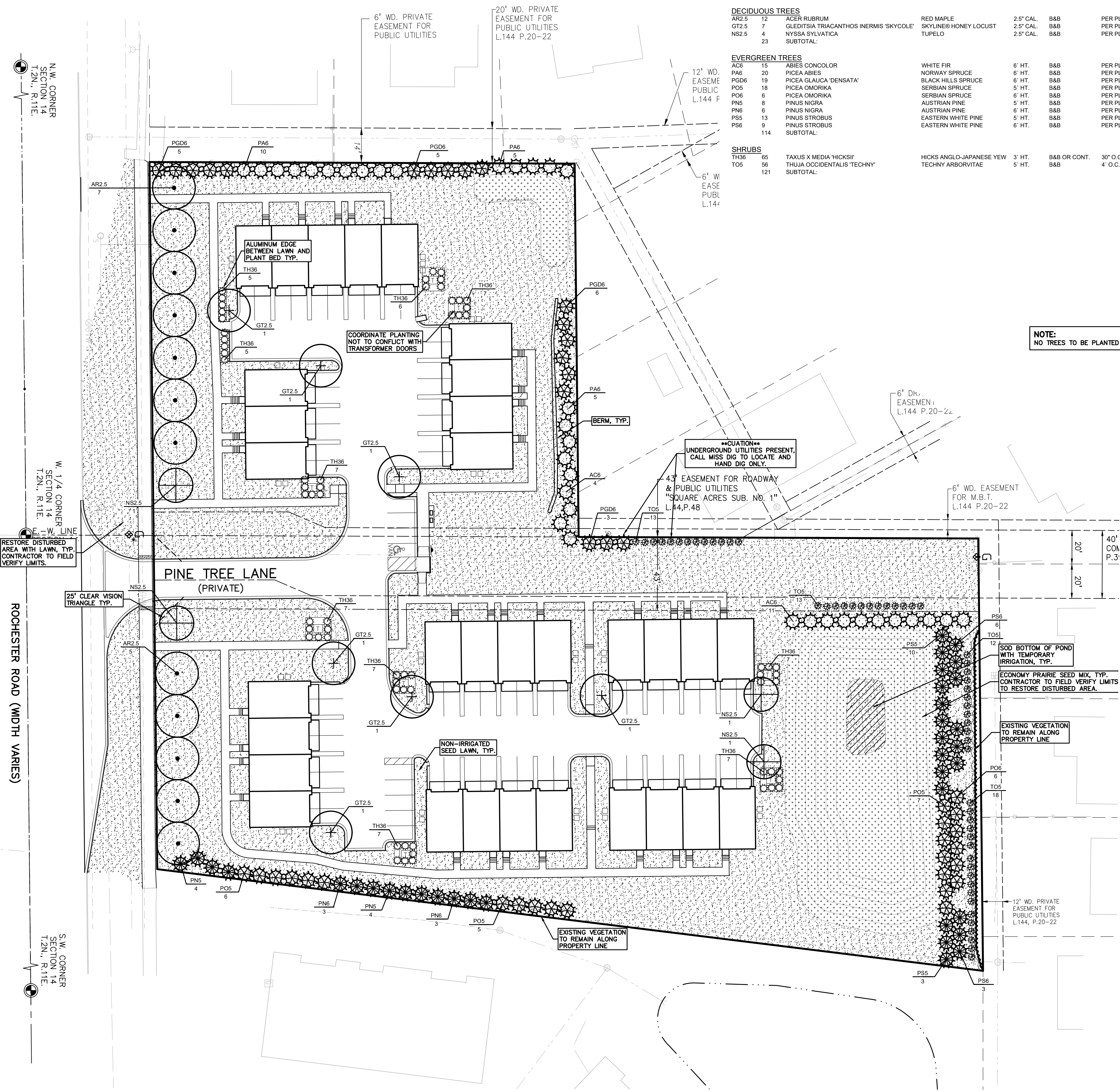
DRAWING TITLE
**TRUCK
TURNING
PLAN**

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

DRAWING NUMBER:
P-7.0



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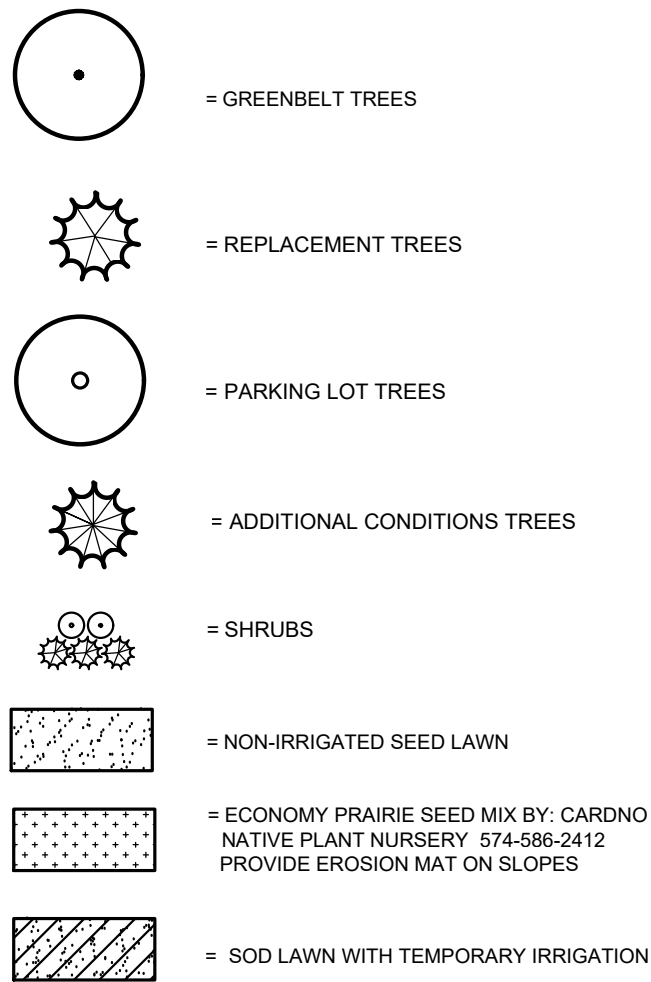


PLANT SCHEDULE

CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER	SPACING	DESIGNATION	REMARKS
DECIDUOUS TREES								
AR2.5	12	ACER RUBRUM	RED MAPLE	2.5" CAL.	B&B	PER PLAN	NATIVE	
GT2.5	7	GLEDTISIA TRIACANTHOS INERMIS 'SKYCOLE'	SKYLINE® HONEY LOCUST	2.5" CAL.	B&B	PER PLAN	NATIVE	
NS2.5	4	NYSSA SYLVATICA	TUPELO	2.5" CAL.	B&B	PER PLAN	NATIVE	
SUBTOTAL:								
EVERGREEN TREES								
AC6	15	ABIES CONCOLOR	WHITE FIR	6' HT.	B&B	PER PLAN	NON-NATIVE	
PA6	20	PICEA ABIES	NORWAY SPRUCE	6' HT.	B&B	PER PLAN	NATIVE	
PGD6	19	PICEA GLAUCA 'DENSATA'	BLACK HILLS SPRUCE	6' HT.	B&B	PER PLAN	NATIVE	
PO6	18	PICEA OMORIKA	SERBIAN SPRUCE	5' HT.	B&B	PER PLAN	NON-NATIVE	
PN6	6	PICEA OMORIKA	SERBIAN SPRUCE	6' HT.	B&B	PER PLAN	NON-NATIVE	
PN6	8	PINUS NIGRA	AUSTRIAN PINE	5' HT.	B&B	PER PLAN	NON-NATIVE	
PN6	6	PINUS NIGRA	AUSTRIAN PINE	6' HT.	B&B	PER PLAN	NON-NATIVE	
PS5	13	PINUS STROBUS	EASTERN WHITE PINE	5' HT.	B&B	PER PLAN	NATIVE	
PS6	9	PINUS STROBUS	EASTERN WHITE PINE	6' HT.	B&B	PER PLAN	NATIVE	
SUBTOTAL:								
SHRUBS								
TH36	65	TAXUS X MEDIA 'HICKSII'	HICKS ANGLO-JAPANESE YEW	3' HT.	B&B OR CONT.	30" O.C.	NON-NATIVE	
TOS	56	THUJA OCCIDENTALIS 'TECHNY'	TECHNY ARBORVITAE	5' HT.	B&B	4" O.C.	NATIVE	
SUBTOTAL:								

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

KEY:



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: 127 TREES PROVIDED, 34 TO COUNT TOWARDS REPLACEMENT TREES.

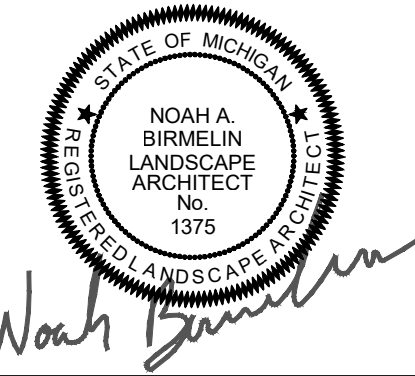
- 250' EVERGREEN SCREENING ALONG THE SOUTHERN PROPERTY TO BRIGGS PARK (25 TREES).
- ENHANCE THE OPEN SPACE EASEMENT WITH ~ 2 ROWS OF EVERGREEN SCREENING TO THE NORTH (22 TREES) AND 3 ROWS TO THE EAST OF THE POND (55 TREES).
- 1 LARGE EVERGREEN TREE/ 10 LF FOR SCREENING ALONG THE NORTHERN PROPERTY LINE (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 FIRE EXEMPTION. 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

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0 15 30 60
SCALE: 1" = 30'



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CLIENT

PREMIUM DEVELOPMENT GROUP

1052 OAKTREE LANE
BLOOMFIELD HILLS, MICHIGAN

PROJECT TITLE

WESLEY PARK
4516-4396 ROCHESTER ROAD
TROY, MICHIGAN

REVISIONS

CITY REVIEW	COMMENTS	
		10/4/21
		10/19/21
		11/11/21
		12/3/21
		12/13/21
		9/13/21 PZE REPORT COMMENTS
		3/14/22
		4/7/22
		7/18/25
		8/19/25

ORIGINAL ISSUE DATE:
AUGUST 5, 2021

DRAWING TITLE

LANDSCAPE PLAN

PEA JOB NO. 2018-300

P.M. JBT

DN. KFP

DES. TMK

DRAWING NUMBER:

L-1.0

NOT FOR CONSTRUCTION

S:\PROJECTS\2018\2018-300-4516 ROCHESTER ROAD - TROY - 34\LANDSCAPE\CONSTRUCTION\1-1 LANDSCAPE DETAILS 18-300.dwg

TREE PROTECTION WILL BE ERECTED PRIOR TO START OF CONSTRUCTION ACTIVITIES AND SHALL REMAIN IN PLACE UNTIL CONSTRUCTION IS COMPLETE

NO PERSON MAY CONDUCT ANY ACTIVITY WITHIN THE DRIP LINE OF ANY TREE DESIGNATED TO REMAIN; INCLUDING, BUT NOT LIMITED TO PLACING SOLVENTS, BUILDING MATERIAL, CONSTRUCTION EQUIPMENT OR SOIL DEPOSITS WITHIN DRIP LINES

GRADE CHANGES MAY NOT OCCUR WITHIN THE DRIP LINE OF PROTECTED TREES

DURING CONSTRUCTION, NO PERSON SHALL ATTACH ANY DEVICE OR WIRE TO ANY REMAINING TREE

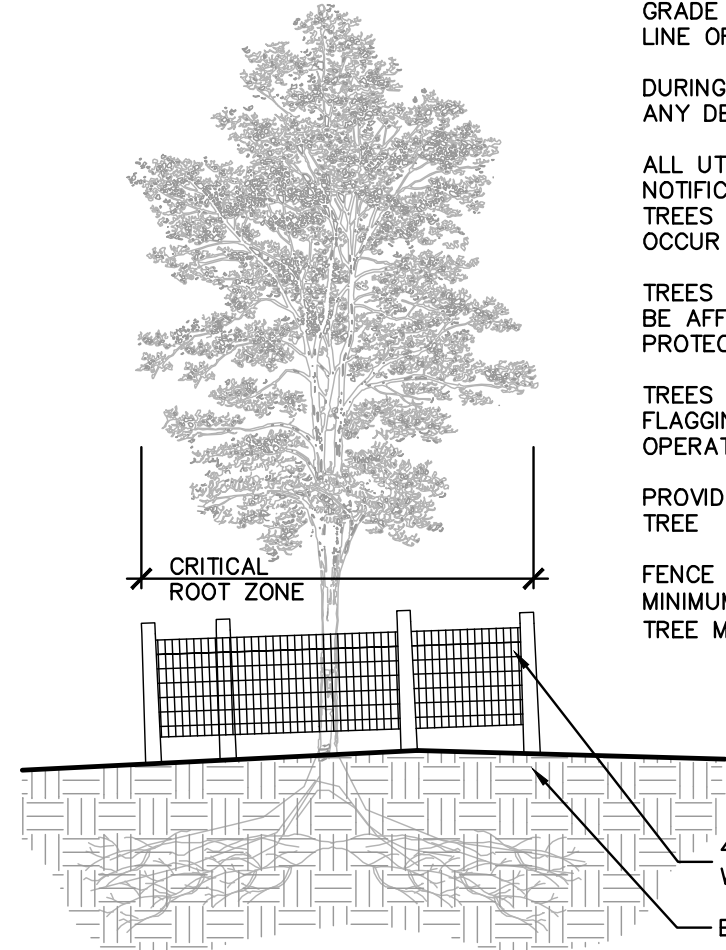
ALL UTILITY SERVICE REQUESTS MUST INCLUDE NOTIFICATION TO THE INSTALLER THAT PROTECTED TREES MUST BE AVOIDED. ALL TRENCHING SHALL OCCUR OUTSIDE OF THE PROTECTIVE FENCING

TREES LOCATED ON ADJACENT PROPERTY THAT MAY BE AFFECTED BY CONSTRUCTION ACTIVITIES MUST BE PROTECTED

TREES TO BE PRESERVED SHALL BE IDENTIFIED WITH FLAGGING PRIOR TO THE TREE CLEARING OPERATIONS

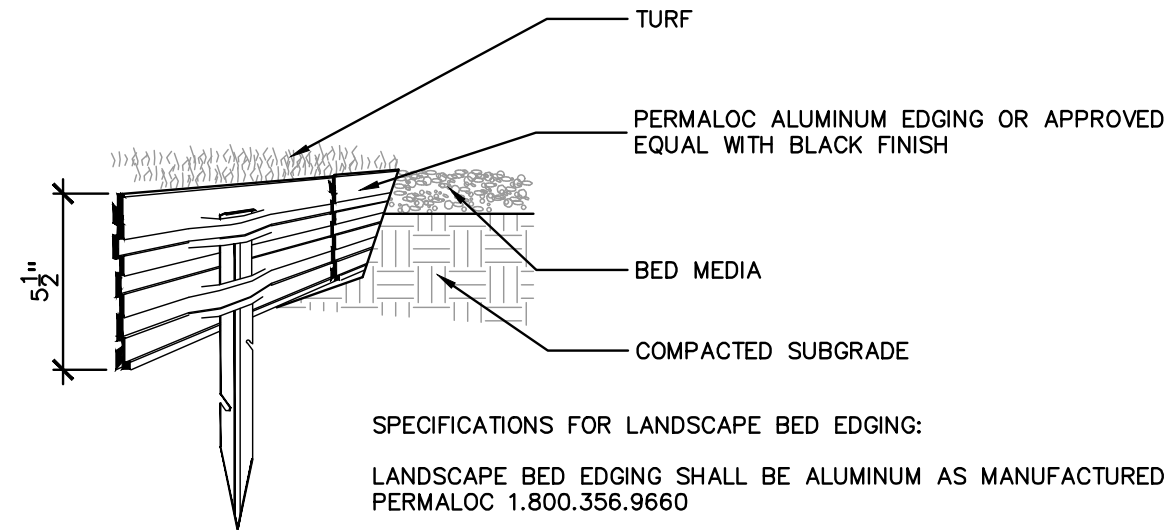
PROVIDE FENCE AROUND CRITICAL ROOT ZONE OF TREE

FENCE SHALL BE PLACED IN A CIRCLE WITH A MINIMUM RADIUS OF 1' PER 1" DIAMETER OF THE TREE MEASURED AT 4.5' ABOVE GROUND



3 TREE PROTECTION DETAIL

SCALE: 1" = 3'-0"



SPECIFICATIONS FOR LANDSCAPE BED EDGING:

LANDSCAPE BED EDGING SHALL BE ALUMINUM AS MANUFACTURED BY PERMALOC 1.800.356.9660

8" OR 16' SECTIONS SHALL BE USED WITH ONE STAKE PER 38" OF EDGING

EDGING SHALL BE 1/8" THICK X 4" DEPTH WHEN ADJ. TO MULCH AND 3/8" THICK X 5 1/2" DEPTH WHEN ADJ. TO ROCK, FINISH: BLACK DURAFLEX MEETING AAMA 2603

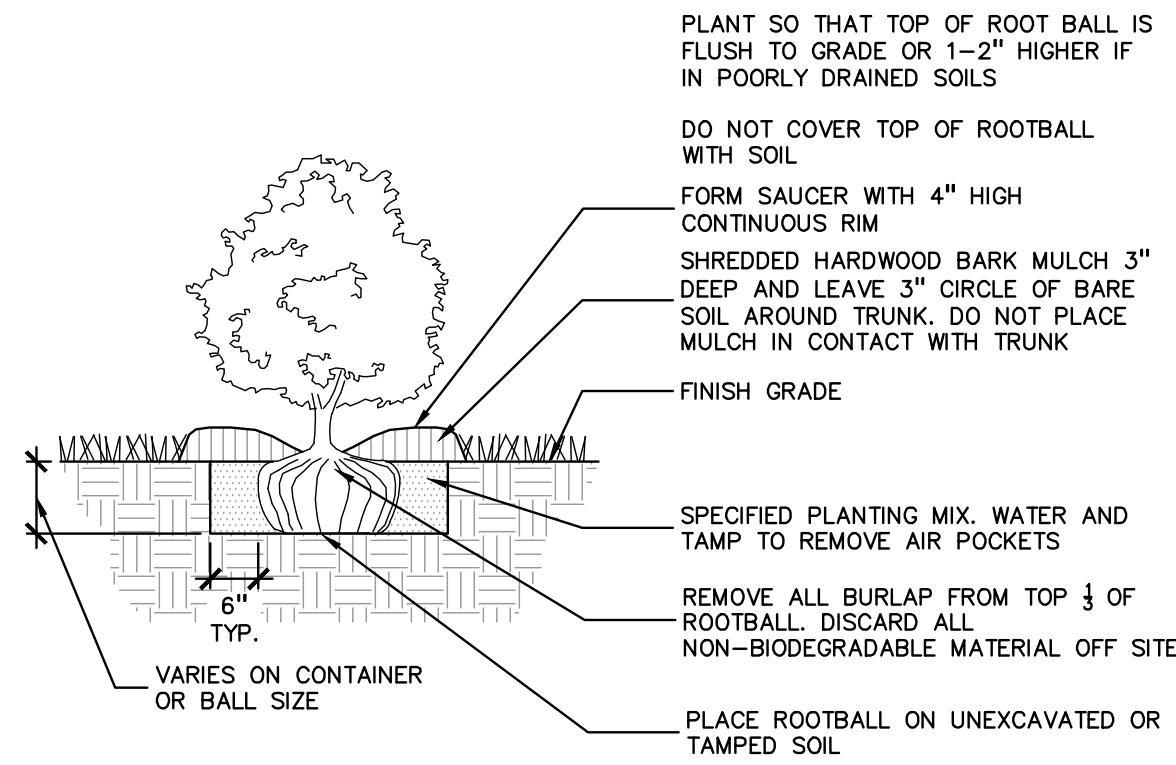
STAKE SHALL SECURELY ENGAGE EDGING AND SHALL BE ENTIRELY BELOW TOP SURFACE OF EDGING

EDGING SHALL HAVE A MINIMUM OF 2" OF INTERLOCKING OVERLAP BETWEEN SECTIONS

INSTALL AS PER MANUFACTURER'S SPECIFICATIONS WITH TOP OF EDGING 1/2"-3/4" ABOVE COMPACTED FINISH GRADE. FINISH GRADE TO BE COMPACTED ON BOTH SIDES OF EDGING TO MAINTAIN STABILITY

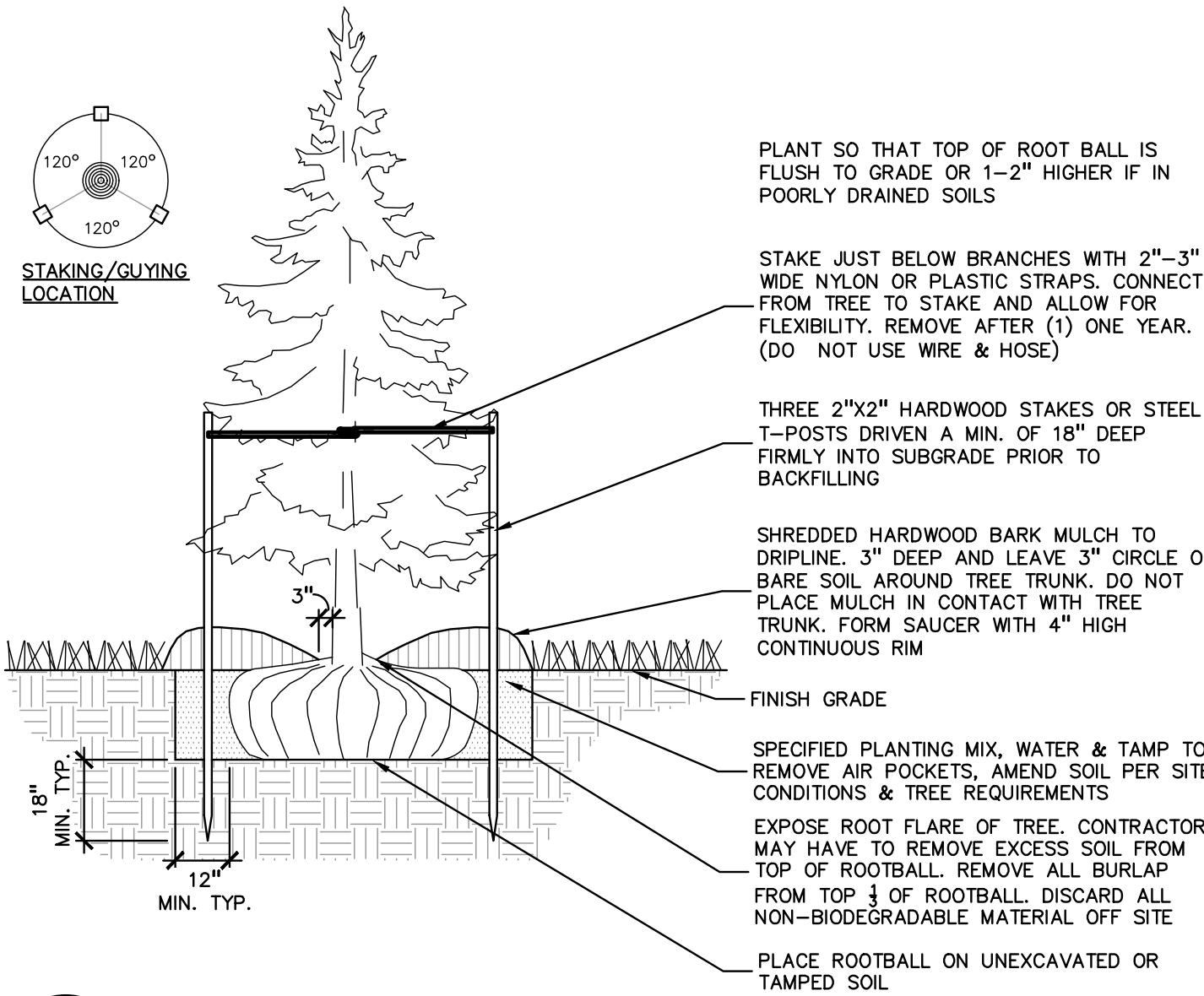
5 ALUMINUM EDGE DETAIL

SCALE: 1/2" = 1'-0"



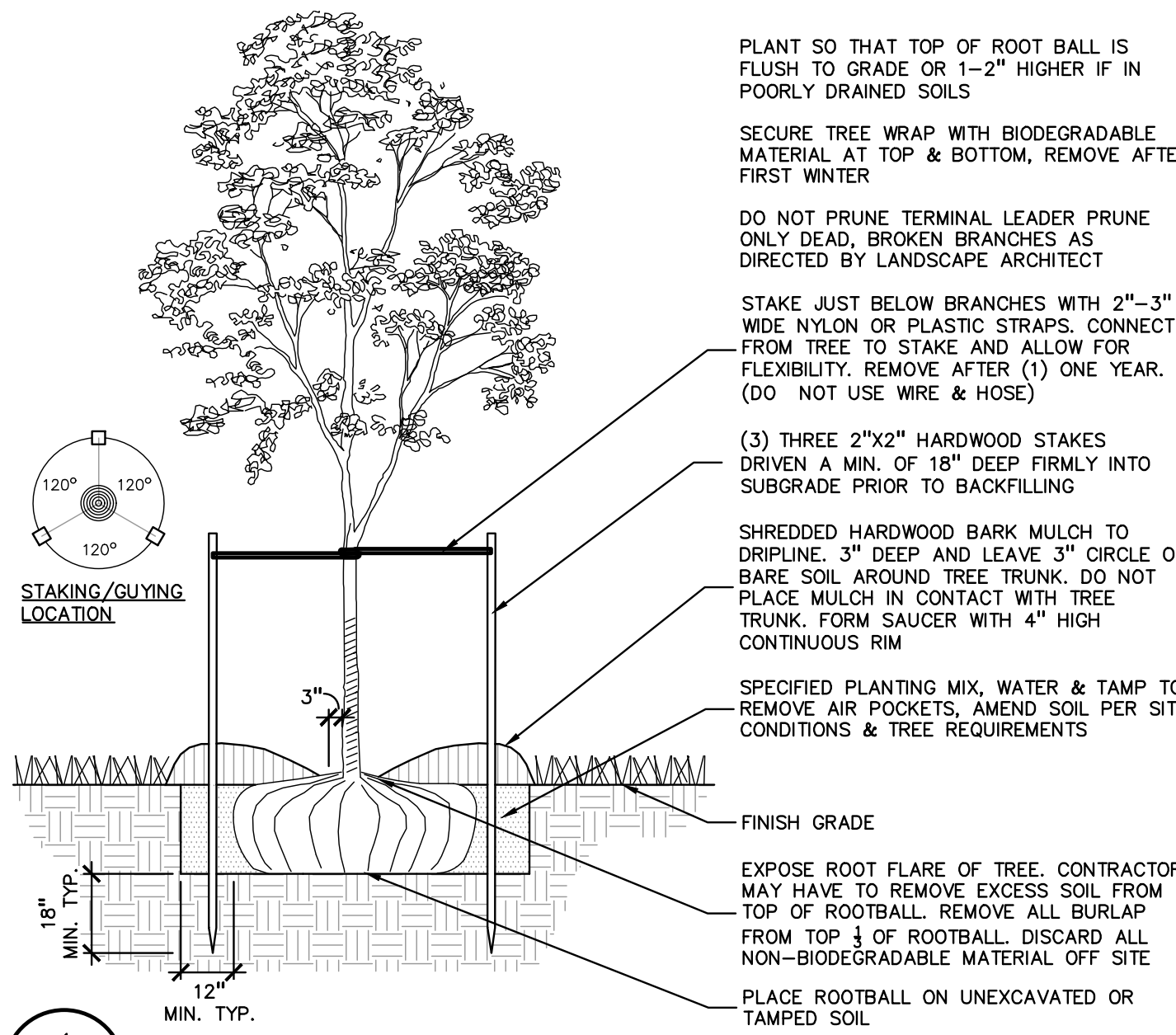
4 SHRUB PLANTING DETAIL

SCALE: 1" = 2'-0"



2 EVERGREEN TREE PLANTING DETAIL

SCALE: 1" = 3'-0"

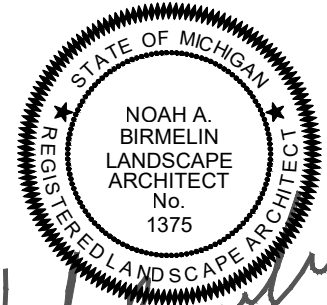


1 DECIDUOUS TREE PLANTING DETAIL

SCALE: 1" = 3'-0"

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BLOOMFIELD HILLS, MICHIGAN

PROJECT TITLE

WESLEY PARK
4516-4396 ROCHESTER ROAD
TROY, MICHIGAN

REVISIONS

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CITY REVIEW	COMMENTS	12/13/21
9/13/21 PZE REPORT	COMMENTS	3/14/22
ADD CITY BMS AND ROAD ESMT		4/7/22
REV PER EGLE - 6/23/25		7/18/25
UPDATED CONSTRUCTION PLANS		8/19/25

ORIGINAL ISSUE DATE:
AUGUST 5, 2021

DRAWING TITLE

LANDSCAPE DETAILS

PEA JOB NO. 2018-300

P.M. JBT

DN. KFP

DES. TMK

DRAWING NUMBER:

L-1.1

NOT FOR CONSTRUCTION

GENERAL LANDSCAPING REQUIREMENTS																					
1.0	GENERAL																				
1.1	SUMMARY																				
1.1.1	Includes But Not Limited To																				
	1. General procedures and requirements for Site Work.																				
2.0	PRODUCTS - Not Used																				
3.0	EXECUTION																				
3.1	PREPARATION																				
3.1.1	Protection																				
	1. Spillage:																				
	A. Avoid spillage by covering and securing loads when hauling on or adjacent to public streets or highways.																				
	B. Remove spillage and sweep, wash, or otherwise clean project, streets, and highways.																				
	2. Erosion Control:																				
	A. Take precautions necessary to prevent erosion and transportation of soil downstream, to adjacent properties, and into on-site or off-site drainage systems.																				
	B. Develop, install, and maintain an erosion control plan if required by law.																				
	C. Repair and correct damage caused by erosion.																				
	3. Existing Plants And Features:																				
	A. Do not damage tops, trunks, and roots of existing trees and shrubs on site which are intended to remain.																				
	B. Do not use heavy equipment within branch spread. Interfering branches may be removed only with permission of Landscape Architect.																				
	C. Do not damage other plants and features which are to remain.																				
3.1.2	If specified precautions are not taken or corrections and repairs made promptly, Owner may take such steps as may be deemed necessary and deduct costs of such from monies due to Contractor. Such action or lack of action on Owner's part does not relieve Contractor from responsibility for proper protection of the Work.																				
END OF SECTION																					
LANDSCAPING PREPARATION																					
1.0	GENERAL																				
1.1	SUMMARY																				
1.1.1	Includes But Not Limited To																				
	1. General landscape work requirements.																				
1.2	QUALITY ASSURANCE																				
1.2.1	Comply with all applicable local, state and federal requirements, regarding materials, methods of work, and disposal of excess and waste materials.																				
1.2.2	Obtain and pay for all required inspections, permits, and fees.																				
1.2.3	Provide notices required by governmental authorities.																				
1.3	PROJECT CONDITIONS																				
1.3.1	Locate and identify existing underground and overhead services and utilities within contract limit work areas. (Call Miss Dig: 1-800-482-7171 in Michigan).																				
1.3.2	Provide adequate means to protect utilities and services designated to remain.																				
1.3.3	Repair utilities damaged during site work operations at Subcontractor's expense.																				
1.3.4	When uncharted or incorrectly charted underground piping or other utilities and services are encountered during site work operations, notify the applicable utility company immediately to obtain procedure directions. Cooperate with the applicable utility company in maintaining active services in operation.																				
1.3.5	Locate, protect, and maintain benchmarks, monuments, control points and project engineering reference points. Re-establish disturbed or destroyed items at Subcontractor's expense.																				
1.3.6	Perform landscape work operations and the removal of debris and materials to assure minimum interference with streets, walks, and other adjacent facilities.																				
1.3.7	Obtain governing authorities' written permission when required to close or obstruct streets, walks and adjacent facilities. Provide alternate routes around closed or obstructed traffic ways when required by governing authorities.																				
1.3.8	Protect and maintain street lights, utility poles and services, traffic signal control boxes, curb boxes, valves and other services, except items designated for removal.																				
1.3.9	The General Contractor will occupy the premises and adjacent facilities during the entire period of construction. Perform landscape work operations to minimize conflicts and to facilitate General Contractor's use of the premises and conduct of his normal operations.																				
1.3.10	Perform landscape preparation work before commencing landscape construction.																				
1.3.11	Provide necessary barricades, coverings and protection to prevent damage to existing improvements indicated to remain.																				
1.3.12	Protect existing trees scheduled to remain against injury or damage including cutting, breaking or skinning of roots, trunks or branches, smothering by stockpiled construction materials, excavated materials or vehicular traffic within branch spread.																				
2.0	PRODUCTS																				
2.1	MATERIALS/EQUIPMENT																				
2.1.1	As selected by the General Contractor, except as indicated.																				
	1. Tree protection:																				
	A. Wood fencing - Snow fencing 4' height.																				
	B. Posts - Steel fence post.																				
	C. Herbicide for lawn restoration - "Round-up" by Monsanto.																				
3.0	EXECUTION																				
3.1	EXISTING UTILITIES																				
3.1.1	Call "MISS DIG" 811 before construction begins. Information on the drawings related to existing utility lines and services is from the best sources presently available. All such information is furnished only for information and is not guaranteed. Excavate test pits as required to determine exact locations of existing utilities.																				
3.2	CLEARING																				
3.2.1	Locate and suitably identify trees and improvements indicated to remain.																				
3.2.2	Fencing/soil erosion fence is to be installed.																				
3.2.3	Any equipment that compacts the soil in the areas of existing trees is not allowed.																				
3.2.4	Protect trees scheduled to remain with 4' high snow fence per plans.																				
3.2.5	No vehicular traffic is permitted beneath drip line at any time. All lawn areas are to be worked by hand.																				
3.2.6	Clear and grub areas within contract limits as required for site access and execution of the work.																				
3.2.7	Remove trees, plants, undergrowth, other vegetation and debris, except items indicated to remain.																				
3.2.8	Treat planting and lawn areas as required with herbicide per manufacturer recommendations to kill existing vegetation prior to planting, seeding and sodding.																				
3.2.9	Remove stumps and roots to a clear depth of 36" below subgrades. Remove stumps and roots to their full depth within 50' of underground structures, utility lines, footings, and paved areas.																				
3.3	DISPOSAL OF WASTE MATERIALS																				
3.3.1	Stockpile, haul from site and legally dispose of waste materials and debris. Accumulation is not permitted.																				
END OF SECTION																					
LAWN SEEDING																					
1.0	GENERAL																				
1.1	SUMMARY																				
1.1.1	Includes But Not Limited To																				
	1. Perform finish grading and topsoil placement required to prepare site for installation of landscaping as described in Contract Documents.																				
1.2	SUBMITTALS																				
1.2.1	Quality Assurance																				
	1. Submit test on imported topsoil and on site stockpiled topsoil by independent licensed testing laboratory prior to use. Imported topsoil shall meet minimum specified requirements and be approved by Landscape Architect prior to use.																				
	2. Provide and pay for testing and inspection during topsoil operations. Laboratory, inspection services, and Soils Engineer shall be acceptable to the Landscape Architect.																				
	3. Submit report stating location of source of imported topsoil and account of recent use.																				
	4. Test for pH factor, mechanical analysis, and percentage of organic content.																				
	5. Submit test reports to General Contractor.																				
	6. Sub-Contractor, or testing agency to make recommendations on type of quantity of additives required to establish satisfactory pH factor and supply of nutrients to bring nutrients to satisfactory level for planting.																				
1.3	QUALITY ASSURANCE																				
1.3.1	Participate in pre-installation meeting with Landscape Architect.																				
1.4	PROJECT CONDITIONS																				
1.4.1	Also see Landscape Preparation Section.																				
1.4.2	Protect existing trees, plants, lawns, and other features designated to remain as part of the landscaping work.																				
1.4.3	Promptly repair damage to adjacent facilities caused by topsoil operations. Cost of repair at Subcontractor's expense.																				
1.4.4	Promptly notify the General Contractor and Landscape Architect of unexpected subsurface conditions.																				
2.0	PRODUCTS																				
2.1	MATERIALS																				
2.1.1	Topsoil: supplied and stockpiled topsoil proposed for use must meet the testing criteria results specified. Topsoil must conform to adjustments and recommendations from the soil test and by the Landscape Architect.																				
2.1.2	Existing topsoil: existing topsoil from on-site stockpile shall be utilized. All processing, cleaning, and preparation of this stored topsoil to render it acceptable for use is the responsibility of the Subcontractor.																				
2.1.3	Provide additional topsoil as required to complete the job. Topsoil must meet testing criteria results specified.																				
2.1.4	All processing, cleaning, and preparation of this supplied topsoil to render it acceptable for use is the responsibility of the Subcontractor.																				
2.1.5	Supplied and stockpiled topsoil, shall be fertile, friable, dark in color and representative of local productive soil, capable of sustaining vigorous plant growth and free of clay lumps, subsoil, noxious weeds or other foreign matter such as stones of 1" in any dimension, roots, sticks, and other extraneous material; not frozen or muddy. PH of soil range between 5.0 and 7.5.																				
2.1.6	Soil shall not contain more than 2 percent of particles measuring over 2.0 mm in largest size																				
2.1.7	Prepared topsoil shall be used in planting mixtures as specified in Trees, Plants, and Ground Cover; all beds prepared as specified.																				
3.0	EXECUTION																				
3.1	EXAMINATION																				
3.1.1	Do not commence work of this Section until grading tolerances specified are met.																				
3.2	PREPARATION																				
3.2.2	Prior to grading, dig out weeds from planting areas by their roots and remove from site. Before placing top soil landscaped areas, remove rocks larger than 1 inch in any dimension and foreign matter such as building rubble, wire, cans, sticks, concrete, etc.																				
3.2.3	Prior to placing topsoil, remove any imported base material present in planting areas down to natural subgrade or other material acceptable to Landscape Architect.																				
3.3	PERFORMANCE																				
3.3.1	Site Tolerances																				
	1. Total Topsoil Depth -																				
	A. Lawn And Groundcover Planting Areas - 3 inches minimum compacted.																				
	B. Shrub Planting Areas - 12 inches minimum throughout entire shrub bed area.																				
	2. Elevation of topsoil relative to walks or curbs -																				
	A. Seeded Lawn Areas - 1/4 inch below																				
	B. Sodded Lawn Areas - 1 1/2 inches below																				
	C. Shrub And Ground Cover Areas - 3 inches below																				
3.3.2	Do not expose or damage existing shrub or tree roots.																				
3.3.3	Redistribute approved existing top soil stored on site as a result of rough grading. Remove organic material, rocks and clods greater than 1 inch in any dimension, and other objectionable materials. Provide additional approved imported topsoil required for specified topsoil depth and bring surface to specified elevation relative to walk or curb.																				
3.3.4	For trees, shrubs, ground cover beds and plant mix for beds see Exterior Plants section.																				
3.3.5	Provide earth berming where indicated on Plans.																				
3.3.6	Berming to be free flowing in shape and design, as indicated, and to blend into existing grades gradually so that the toe of slope is not readily visible. Landscape Architect or General Contractor's representative to verify final contouring before planting.																				
3.3.7	Regardless of finish grading elevations indicated, it is intended that grading be such that proper drainage of surface water away from buildings will occur and that no low areas are created to allow ponding. Subcontractor to consult the General Contractor and Landscape Architect regarding variations in grade elevations before rough grading is completed.																				
3.3.8	Slope grade away from building for 12 feet minimum from walls at slope of 1/2 inch per ft minimum unless otherwise noted. High point of finish grade at building foundation shall be 6 inches minimum below finish floor level. Direct surface drainage in manner indicated on Drawings by molding surface to facilitate natural run-off of water. Fill low spots and pockets with top soil and grade to drain properly.																				
3.3.9	Rake all topsoil to remove clods, rocks, weeds, and debris.																				
3.3.10	Grade and shape areas to bring surface to true uniform planes free from irregularities and to provide proper drainage and slopes per plans.																				
3.4	CLEANING																				
3.4.1	Upon completion of topsoil operations, clean areas within contract limits, remove tools, equipment, and haul all excess topsoil off-site. Site shall be clear, clean, free of debris, and suitable for site work operations.																				
END OF SECTION																					
LAWN SEEDING																					
1.0	GENERAL																				
1.1	SUMMARY																				
1.1.1	Includes But Not Limited To																				
	1. Furnish and install seeded lawn as described in Contract Documents.																				
1.2	SUBMITTALS																				
1.2.1	Submit seed vendor's certification for required grass seed mixture, indicating percentage by weight, and percentage of purity, germination, and weed seed for each grass species.																				
1.3	DELIVERY AND STORAGE																				
1.3.1	Deliver seed and fertilizer materials in original unopened containers, showing weight, analysis, and name of manufacturer. Store in a manner to prevent wetting and deterioration.																				
1.4	PROJECT CONDITIONS																				
1.4.1	See landscape preparation section.																				
1.4.2	Work notification: Notify Landscape Architect of General Contractor's representative at least seven (7) working days prior to start of seeding operation.																				
1.4.3	Protect existing utilities, paving, and other facilities from damage caused by seeding operations.																				
1.4.4	Perform seeding work only after planting and other work affecting ground surface has been completed.																				
1.4.5	Provide hose and lawn watering equipment as required.																				
1.4.6	The irrigation system will be installed prior to seeding. Locate, protect, and maintain the irrigation system during seeding operations. Repair irrigation system components damaged during seeding operations at the Sub-Contractor's expense.																				
1.5	WARRANTY																				
1.5.1	See Landscape Maintenance and Warranty Section																				
2.0	PRODUCTS																				
2.1	MATERIALS																				
2.1.1	Topsoil for Seeded Areas: See Topsoil Placement and Drawings.																				
2.1.2	Lawn seeded areas: Fresh, clean and new crop seed mixture. Mixed by approved methods.																				
2.1.3	Seed mixture composed of the following varieties, mixed to the specified proportions by weight and tested to minimum percentages of purity and germination.																				
2.1.4	Irrigated Lawn Seed Mixture proportioned by volume as indicated below:																				
	<table><thead><tr><th>SEED TYPE</th><th>PROPORTION</th><th>PURITY</th><th>GERMINATION</th></tr></thead><tbody><tr><td>Kentucky Bluegrass</td><td>50%</td><td>90%</td><td>75%</td></tr><tr><td>Penn Lawn Fescue</td><td>30%</td><td>95%</td><td>80%</td></tr><tr><td>Annual Ryegrass</td><td>20%</td><td>95%</td><td>80%</td></tr></tbody></table>	SEED TYPE	PROPORTION	PURITY	GERMINATION	Kentucky Bluegrass	50%	90%	75%	Penn Lawn Fescue	30%	95%	80%	Annual Ryegrass	20%	95%	80%				
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Kentucky Bluegrass	50%	90%	75%																		
Penn Lawn Fescue	30%	95%	80%																		
Annual Ryegrass	20%	95%	80%																		
2.1.5	Non-Irrigated Seed Mixture proportioned by volume as indicated below:																				
	<table><thead><tr><th>SEED TYPE</th><th>PROPORTION</th><th>PURITY</th><th>GERMINATION</th></tr></thead><tbody><tr><td>Penn Lawn Fescue</td><td>80%</td><td>90%</td><td>85%</td></tr><tr><td>Kentucky 28# Common Bluegrass</td><td>20%</td><td>90%</td><td>90%</td></tr><tr><td>Pennfine Perennial Ryegrass</td><td>20%</td><td>90%</td><td>90%</td></tr></tbody></table>	SEED TYPE	PROPORTION	PURITY	GERMINATION	Penn Lawn Fescue	80%	90%	85%	Kentucky 28# Common Bluegrass	20%	90%	90%	Pennfine Perennial Ryegrass	20%	90%	90%				
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Kentucky 28# Common Bluegrass	20%	90%	90%																		
Pennfine Perennial Ryegrass	20%	90%	90%																		
2.1.6	Fertilizer: granular, non burning product composed of not less than 50% organic slow acting, guaranteed analysis professional fertilizer.																				
2.1.7	Ground Limestone: Used if required by soil test report: Containing not less than 85% of total carbonates and ground to such fineness that 50% will pass through a 100 mesh sieve and 90% will pass through a 20% mesh sieve.																				
2.1.8	Straw Mulch: Used in crimping process only. Clean oat or wheat straw well seasoned before baling, free from mature seed-bearing status, or roots of prohibited or noxious weeds.																				
2.1.9	Water: Free of substance harmful to seed growth. Hoses or other methods to transpiration furnished by Sub Contractor.																				
3.0	EXECUTION																				
3.1	INSPECTION																				
3.1.1	Landscape Architect or General Contractor's representative must approve finish surfaces, grades, topsoil quality and depth. Do not start seeding work until unsatisfactory conditions are corrected.																				
3.2	PREPARATION																				
3.2.1	SURFACE PREPARATION																				
	1. Seven days maximum prior to seeding, -																				
	A. Treat Lawn areas if required with "Round-Up" by Monsanto, per label direction to kill existing vegetation prior to seeding.																				
	B. Loosen topsoil areas to minimum depth of 4", dampen thoroughly, and cultivate to properly break up clods and lumps.																				
	C. Rake area to remove clods, rocks, weeds, roots, debris, and stones over 1" in any dimension.																				
	D. Grade lawn areas to smooth, free draining even surface with a loose, moderately coarse texture. Roll and rake, remove ridges, and fill depressions as required to drain.																				
	E. Apply limestone to supplied topsoil if required by soil test report at rate determined by the soil test, to adjust pH of topsoil to not less than 6.0 no more than 6.8. Distribute evenly by machine and incorporate thoroughly into topsoil.																				
	F. Apply fertilizers to indicated turf areas at a rate equal to 1 lb. of actual nitrogen 1,000 sq. ft. (43 lbs / acre).																				
	G. Apply fertilizers by mechanical rotary or drop type distributor, thoroughly and evenly incorporated with soil to a depth of 1" by approved method. Fertilize areas inaccessible to power equipment with hand tools and incorporate into soil.																				
	H. After lawn areas have been prepared, take no heavy objects over them except lawn rollers.																				
	I. After preparation of lawn areas and with topsoil in semi-dry condition, roll lawn planting areas in two directions at approximately right angles with water ballast roller weighing 100 to 300 lbs according to soil type.																				
	J. Rake or scarify and cut or fill irregularities that develop as required until area is true and uniform, free from lumps, depressions, and irregularities.																				
	K. Restore prepared areas to specified condition if eroded, settled or otherwise disturbed after fine grading and prior to seeding.																				
3.3	INSTALLATION																				
3.3.1	SEEDING																				
	1. Seed lawns only between April 1, and June 1, and fall seeding between August 15, and October 15, or at such other times acceptable to Landscape Architect.																				
	2. Seed immediately after preparation of bed. Seed indicated areas within contract Limits and areas adjoining contract limits disturbed as a result of construction operations.																				
	3. Perform seeding operations when the soil is dry and when the winds do not exceed five(5) miles per hour velocity.																				
	4. Apply seed with a rotary or drop type distributor. Install seed evenly by sowing equal quantities in two (2) directions, at right angles to each other.																				
	5. Sow seed at a rate of 300 lbs./acre.																				
	6. After seeding, rake or drag surface of soil lightly to incorporate seed into top 1/8" of soil. Roll with light lawn roller.																				
	7. Provide soil erosion planting mat where grade conditions required to stabilize the planting area.																				
3.3.2	HYDRO-SEEDING																				
	1. Hydro-seeding: The application of grass seed and a wood cellulose fiber mulch tinted green shall be accomplished in one operation by use of an approved spraying machine.																				
	A. Mix seed, fertilizer, and wood cellulose fiber in required amount of water to produce a homogeneous slurry. Add wood cellulose fiber after seed, water, and fertilizer have been thoroughly mixed and apply at the rate of 200 pounds per acre dry weight.																				
	B. For hydro-seeding, wood cellulose fiber shall be used. Silva-Fiber Mulch by Weyerhaeuser Company, Tacoma, WA (800-443-9179).																				
	C. Hydraulically spray material on ground to form a uniform cover impregnated with grass seed.																				
	D. Immediately following application of slurry mix, make separate application of wood cellulose mulch at the rate of 1,000 pounds, dry weight, per acre.																				
	E. Apply cover so that rainfall or applied water will percolate to underlying soil.																				
3.3.3	MULCHING																				
	1. Place straw mulch on seeded areas within 24-hours after seeding.																				
	2. Place straw mulch uniformly in a continuous blanket at a rate of 2-1/2 tons per acre, or two (2) 50 lb. bales per 1,000 sq. ft. of area. A mechanical blower may be used for straw mulch application when acceptable to the Landscape Architect.																				
	3. Crimp straw into soil by use of a "crimper". Two passes in alternate direction required. Alternative methods on areas too small for crimper must be approved by the Landscape Architect or Owner's Representative.																				
3.3.3	ESTABLISH LAWN																				
	1. Establish dense lawn of permanent grasses, free from lumps and depressions. Any area failing to show uniform germination to be reseeded; continue until dense lawn established.																				
	2. Damage to seeded area resulting from erosion to be repaired by Sub Contractor.																				
	3. In event Sub Contractor does not establish dense lawn during first germination period, return to project to reseed and reseed to establish dense lawn.																				
	4. Should the seeded lawn become largely weeds after germination, Sub Contractor is responsible to kill the weeds and reseed the proposed lawn areas to produce a dense turf, as specified.																				
3.4	CLEANING																				
3.4.1	Perform Cleaning during installation of the work and upon completion of the work to the approval of the Landscape Architect. Remove from site all excess materials, debris, and equipment. Repair damage resulting from seeding operations.																				
3.5	MAINTENANCE																				
3.5.1	See Landscape Maintenance and Warranty Section.																				
3.6	ACCEPTANCE																				
3.6.1	See Landscape Maintenance and Warranty Section.																				
END OF SECTION																					
LAWN SODDING																					
1.0	GENERAL																				
1.1	SUMMARY																				
1.1.1	Includes But Not Limited To																				
	1. Furnish and install sodded lawn as described in Contract Documents.																				
1.2	QUALITY ASSURANCE																				
1.2.1	Sod: Comply with American Sod Producers Association (ASPA) classes of sod materials.																				
1.3	SUBMITTALS																				
1.3.1	Submit sod growers certification of grass species. Identify source location.																				
1.3.2	Submit manufacturer's certification of fertilizer.																				
1.4	DELIVERY, STORAGE, AND HANDLING																				
1.4.1	Cut, deliver, and install sod within 24 hour period.																				
1.4.2	Do not harvest or transport sod when moisture content may adversely affect sod survival.																				
1.4.3	Protect sod from sun, wind, and dehydration prior to installation. Do not tear, stretch, or drop sod during handling and installation.																				
1.4.4	Sod which dries out before installation will be rejected.																				
1.5	PROJECT CONDITIONS																				
1.5.1	See Landscape Preparation section.																				
1.5.2	Work notification: Notify Landscape Architect or General Contractor's representative at least seven (7) working days prior to start of sodding operation.																				
1.5.3	Protect existing utilities, paving, and other facilities from damage caused by sodding operations.																				
1.5.4	Perform sodding work only after planting and other work affecting ground surface has been completed.																				
1.5.5	Restrict traffic from lawn areas until grass is established. Erect signs and barriers as required.																				
1.5.6	Provide hose and lawn watering equipment as required.																				
1.5.7	The irrigation system will be installed prior to sodding. Locate, protect, and maintain the irrigation system during sodding operations. Repair irrigation system components damaged during sodding operations at the Subcontractor's expense.																				
1.6	WARRANTY																				
1.6.1	See Landscape Maintenance and Warranty Section.																				
2.0	PRODUCTS																				
2.1	MATERIALS																				
2.1.1	Sod: An "approved" nursery grown blend of improved Kentucky Bluegrass varieties.																				
2.1.2	Sod containing Common Bermudagrass, Quackgrass, Johnsongrass, Poison Ivy, Nuttseedge, Nimblewill, Canada Thistle, Timothy, Bentgrass, Wild Garlic, Ground Ivy, Perennial Sorrel, or Bromegrass weeds will not be acceptable.																				
2.1.3	Provide well rooted, healthy sod, free of diseases, nematodes and soil borne insects. Provide sod uniform in color, leaf texture, density, and free of weeds, undesirable grasses, stones, roots, thatch, and extraneous material; viable and capable of growth and development when planted.																				
2.1.4	Furnish sod, machine stripped in square pads or strips not more than 3'-0" long; uniformly 1" to 1-1/2" thick with clean cut edges. Mow sod before stripping.																				
2.1.5	Fertilizer: granular, non burning product composed of not less than 50% organic slow acting, guaranteed analysis professional fertilizer.																				
2.1.6	Type A: starter fertilizer containing 20% nitrogen, 12% phosphoric acid, and 8% potash by by weight or similar approved composition.																				



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

CLIENT

**M/I HOMES OF
MICHIGAN, LLC**
40950 WOODWARD AVE, STE. 203
BLOOMFIELD HILLS, MICHIGAN 48304

PROJECT TITLE
WESLEY PARK
4516-4396 ROCHESTER ROAD
TROY, MICHIGAN

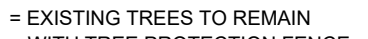
ORIGINAL ISSUE DATE:
JULY 8, 2025

PRELIMINARY TREE PRESERVATION PLAN

DRAWING NUMBER:

KEY:

■ EXISTING TREES TO BE REMOVED



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			

This topographic map shows a property with a proposed fence line (thick black line). The map includes spot elevations, contour lines, and corner markers. Key features include:

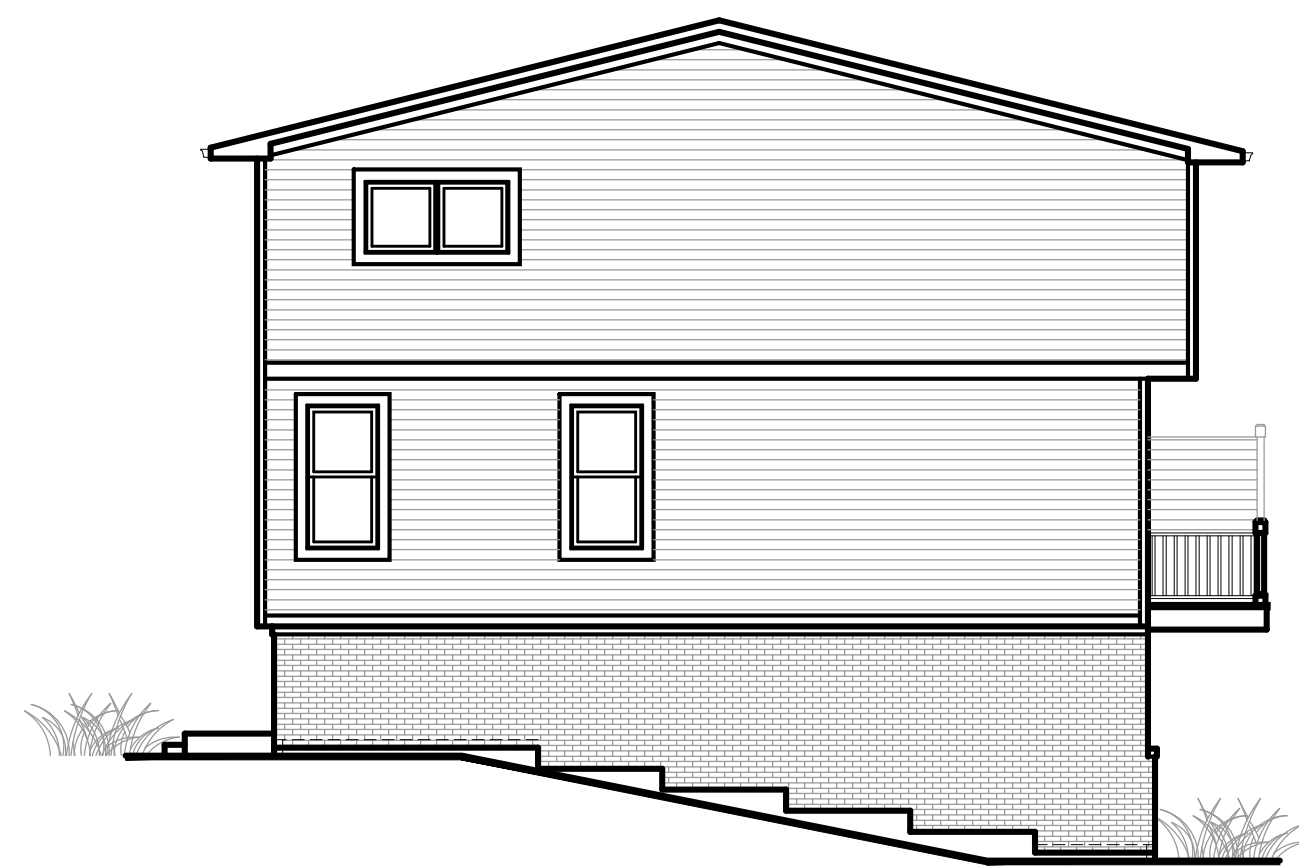
- Corners:**
 - N.W. CORNER SECTION 14 T2N, R11E (top left)
 - W. 1/4 CORNER SECTION 14 T2N, R11E (middle left)
 - S.W. CORNER SECTION 14 T2N, R11E (bottom left)
- Markers:**
 - BM# 2 (top left)
 - BM# 1 (middle left)
- Proposed Fence Line:** A thick black line defining the property boundary.
- Spot Elevations:** Numerous numerical values indicating specific points on the terrain (e.g., 283, 379, 389, 800, 802, 803, 275, 999, 667, 346, 345, 349, 350, 351, 352, 353, 354, 355, 4402, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000).
- Annotations:**
 - PROVIDE TREE PROTECTION FENCE AROUND EXISTING TREES TO REMAIN, TYP.
 - EXISTING TREE TO REMAIN TYP.
 - EXISTING TREE TO BE REMOVED TYP.
- Other Features:**
 - ROCHESTER ROAD (WIDTH VARIES) (bottom)
 - Various dashed and solid lines representing property boundaries and easements.
 - Cloud-like shapes representing trees or vegetation.

\\pecinc\pec\PROJECTS\2018\2018-300 4516 ROCHESTER ROAD - TROY - pt\DWG\SITE PLANS\PT-1.0 Prelim-TREE-PRESERVATION_18-300.dwg





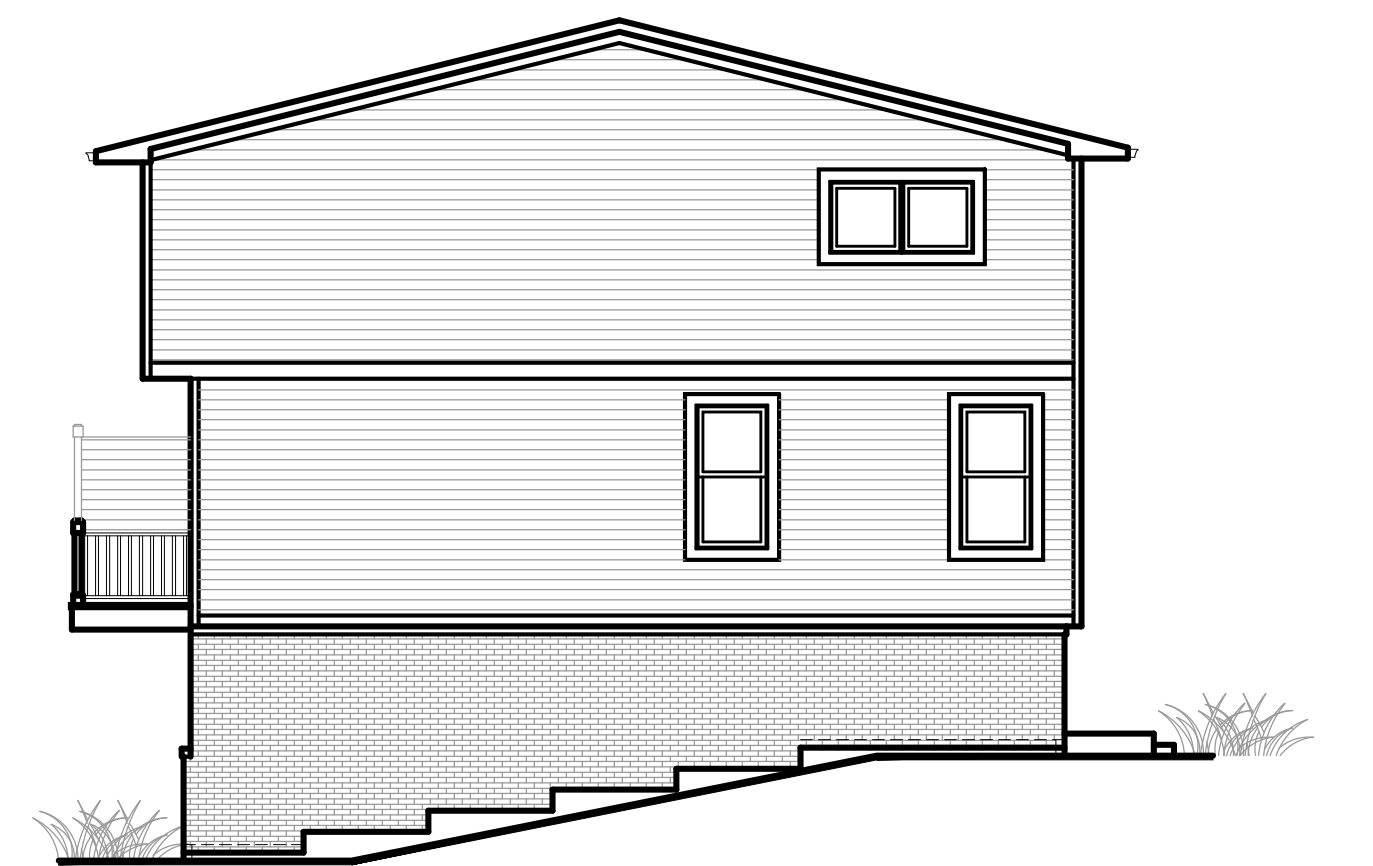
**3 UNIT ASSEMBLY
FRONT ELEVATION**



RIGHT SIDE ELEVATION



REAR ELEVATION



LEFT SIDE ELEVATION

Elevations

Wesley Park



June 27, 2025

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Typical 3 Unit Assembly



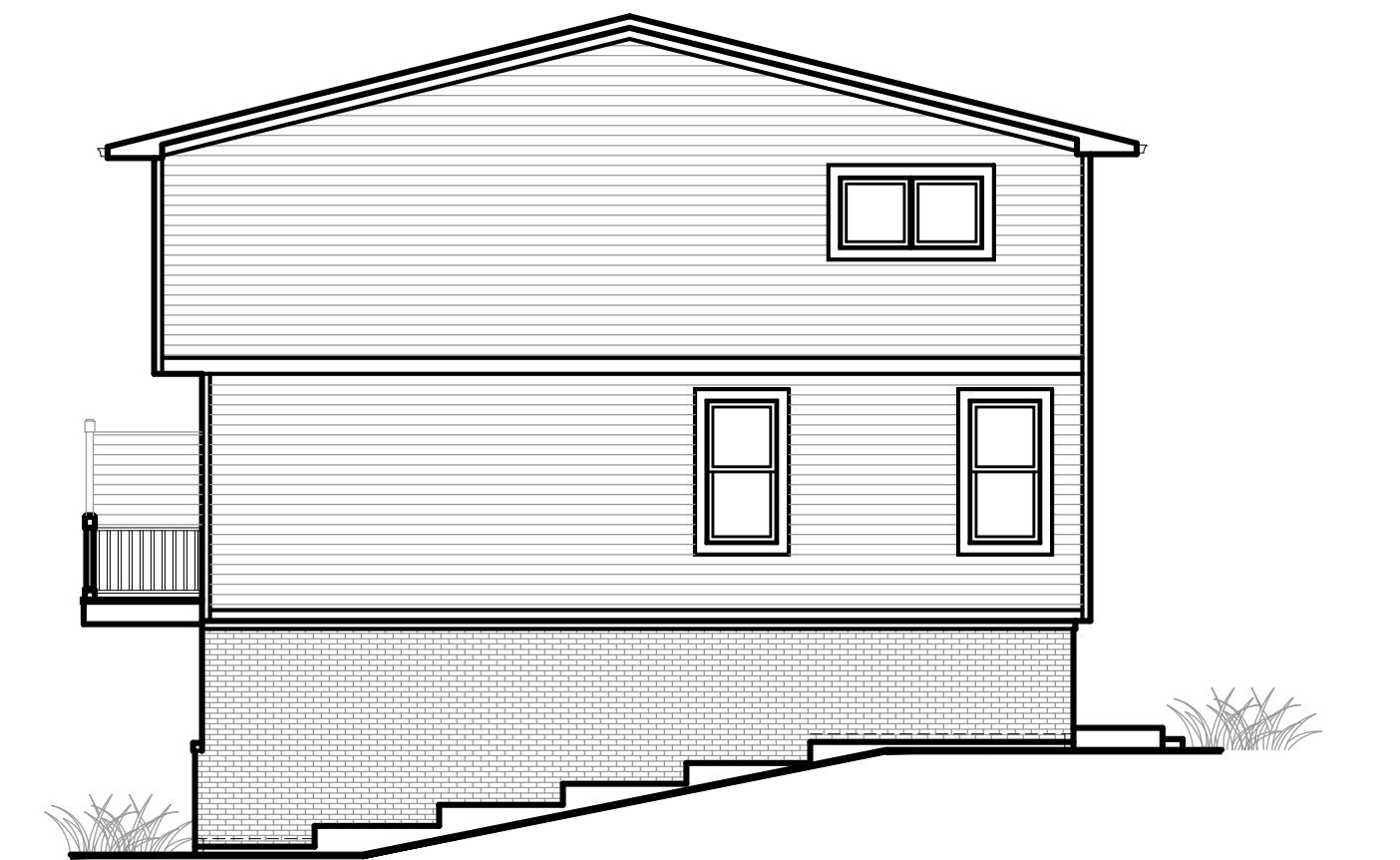
**4 UNIT ASSEMBLY
FRONT ELEVATION**



RIGHT SIDE ELEVATION



REAR ELEVATION



LEFT SIDE ELEVATION

Elevations

Wesley Park

June 27, 2025



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Typical 4 Unit Assembly



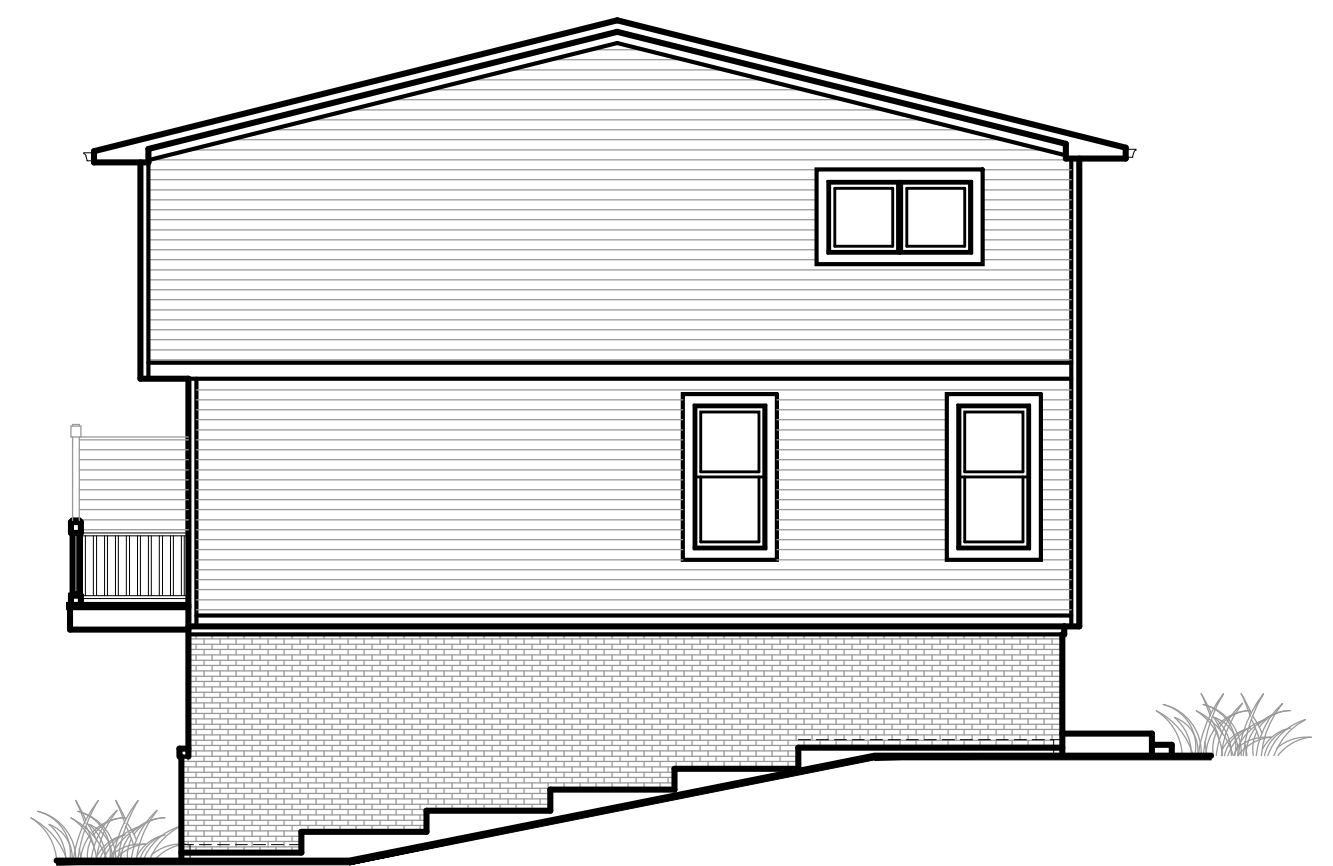
**5 UNIT ASSEMBLY
FRONT ELEVATION**



RIGHT SIDE ELEVATION



REAR ELEVATION



LEFT SIDE ELEVATION

Elevations

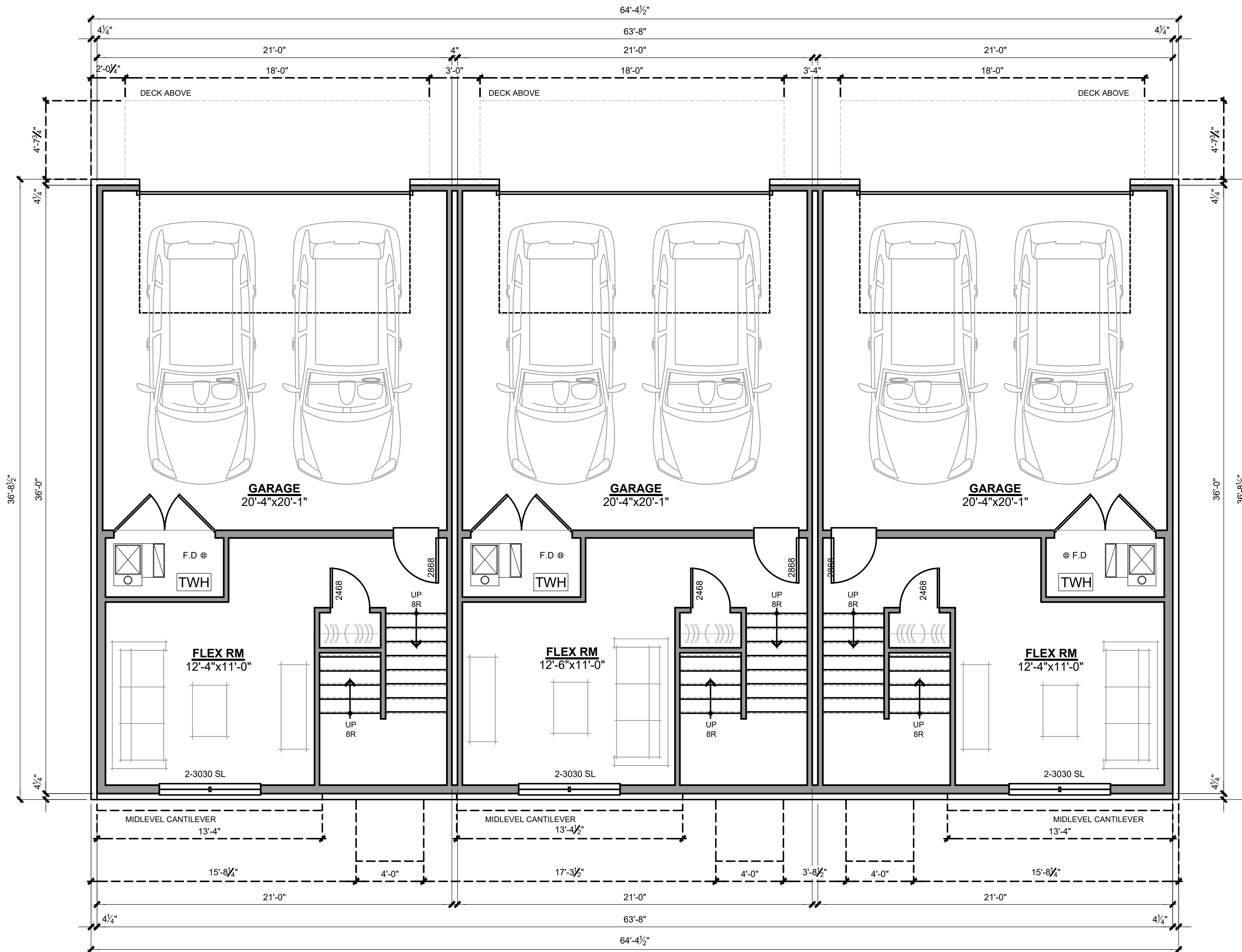
Wesley Park

June 27, 2025



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Typical 5 Unit Assembly



**UNIT A
LOWER LEVEL**

SCALE: 1/4" = 1'-0"
340 SQ.FT

**UNIT B
LOWER LEVEL**

SCALE: 1/4" = 1'-0"
335 SQ.FT

**UNIT A
LOWER LEVEL**

SCALE: 1/4" = 1'-0"
340 SQ.FT

Square Footages: - Unit A	
Lower Level	340 Sq.Ft
First Floor Level	770 Sq.Ft
Second Floor Level	728 Sq.Ft
Total:	1838 Sq.Ft

Square Footages: - Unit B	
Lower Level	335 Sq.Ft
First Floor Level	770 Sq.Ft
Second Floor Level	728 Sq.Ft
Total:	1833 Sq.Ft

Lower Level Floor Plans

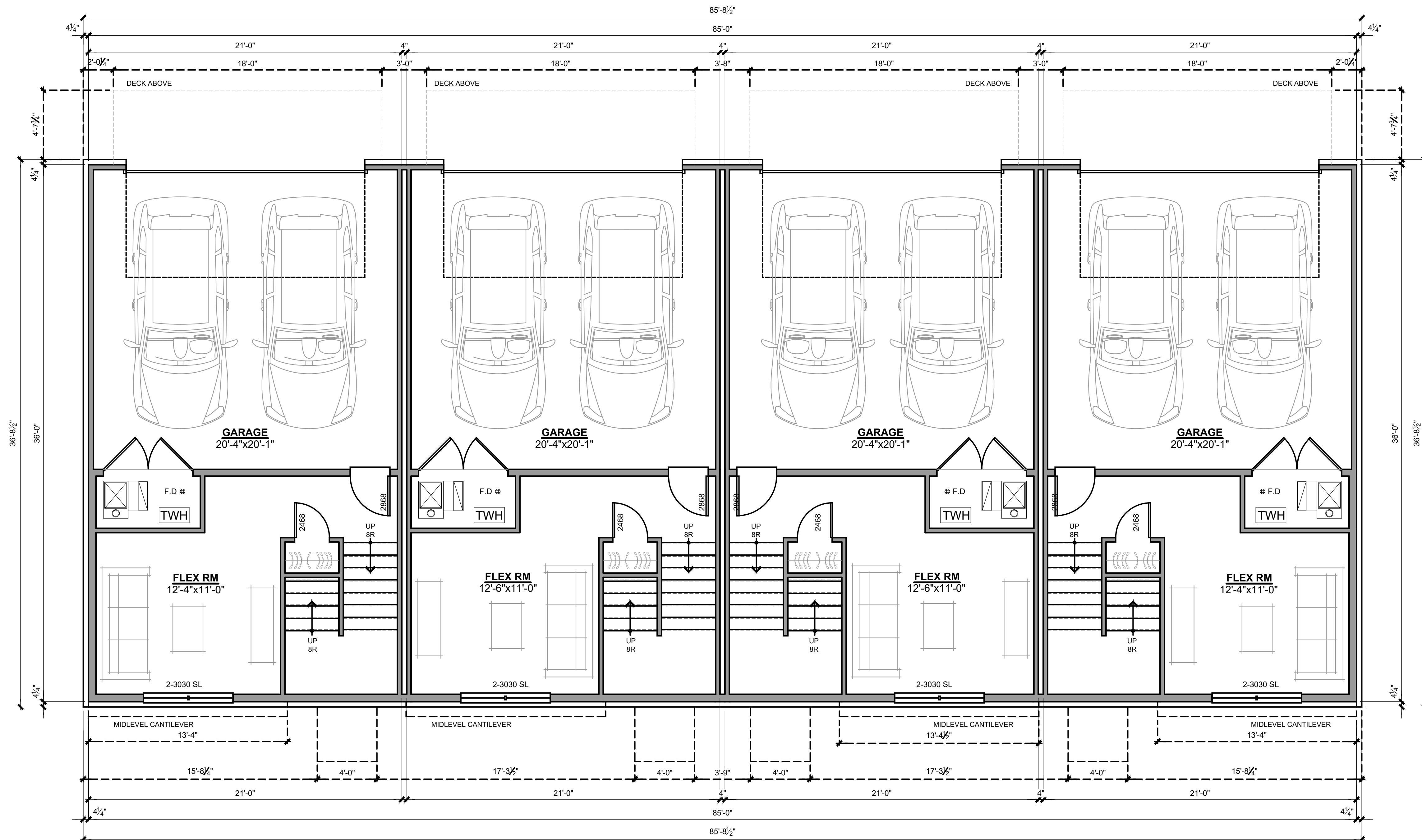
Wesley Park



3 Unit Assembly

June 27, 2025

© M/I Homes of Michigan



UNIT A LOWER LEVEL

SCALE: 1/4" = 1'-0"
340 SQ.FT

UNIT B LOWER LEVEL

SCALE: 1/4" = 1'-0"
335 SQ.FT

UNIT B LOWER LEVEL

SCALE: 1/4" = 1'-0"
335 SQ.FT

UNIT A LOWER LEVEL

SCALE: 1/4" = 1'-0"
340 SQ.FT

Square Footages: - Unit A	
Lower Level	340 Sq.Ft
First Floor Level	770 Sq.Ft
Second Floor Level	728 Sq.Ft
Total:	1838 Sq.Ft

Square Footages: - Unit B	
Lower Level	335 Sq.Ft
First Floor Level	770 Sq.Ft
Second Floor Level	728 Sq.Ft
Total:	1833 Sq.Ft

Lower Level Floor Plans

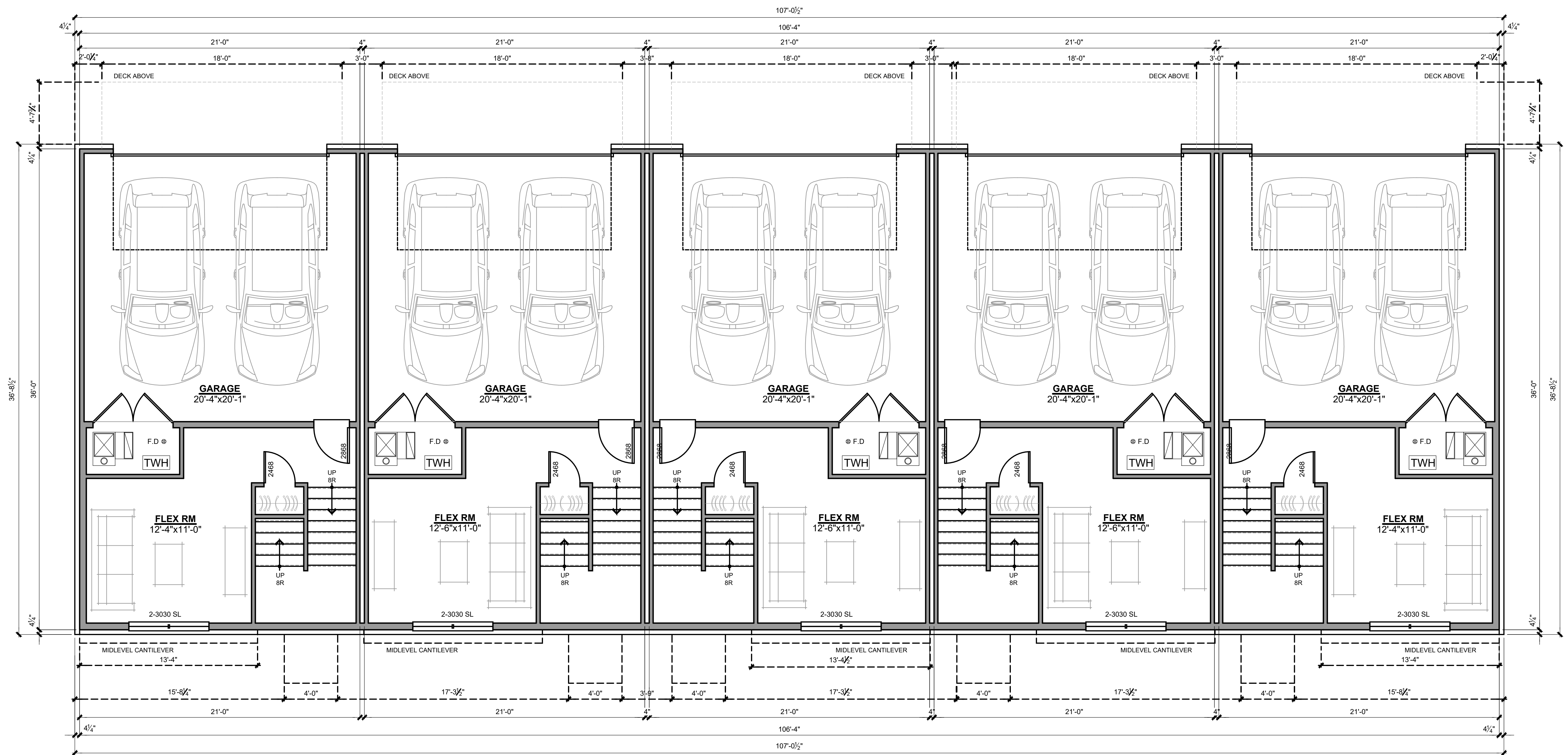
Wesley Park

June 27, 2025



© M/I Homes of Michigan

4 Unit Assembly



**UNIT A
LOWER LEVEL**
SCALE: 1/4" = 1'-0"

**UNIT B
LOWER LEVEL**
SCALE: 1/4" = 1'-0"

**UNIT B
LOWER LEVEL**
SCALE: 1/4" = 1'-0"

**UNIT B
LOWER LEVEL**
SCALE: 1/4" = 1'-0"

**UNIT A
LOWER LEVEL**
SCALE: 1/4" = 1'-0"

Square Footages: - Unit A

Lower Level	340 Sq.Ft
First Floor Level	770 Sq.Ft
Second Floor Level	728 Sq.Ft
Total:	1838 Sq.Ft

Square Footages: - Unit B

Lower Level	335 Sq.Ft
First Floor Level	770 Sq.Ft
Second Floor Level	728 Sq.Ft
Total:	1833 Sq.Ft

Lower Level Floor Plans

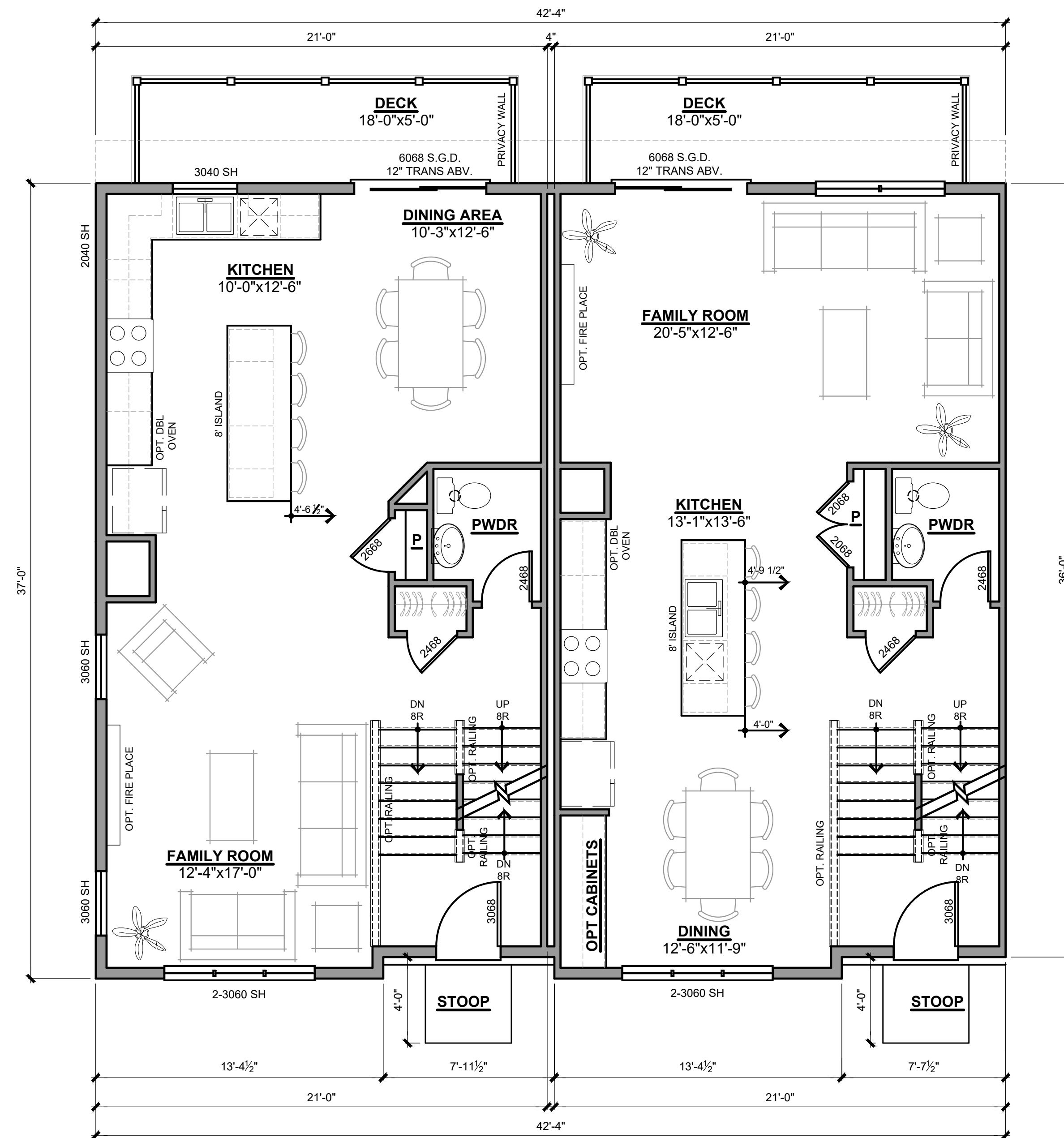
Wesley Park

June 27, 2025



© M/I Homes of Michigan

5 Unit Assembly



UNIT A
MID LEVEL
 SCALE: 1/4" = 1'-0"
 770 SQ.FT

UNIT B
MID LEVEL
 SCALE: 1/4" = 1'-0"
 770 SQ.FT

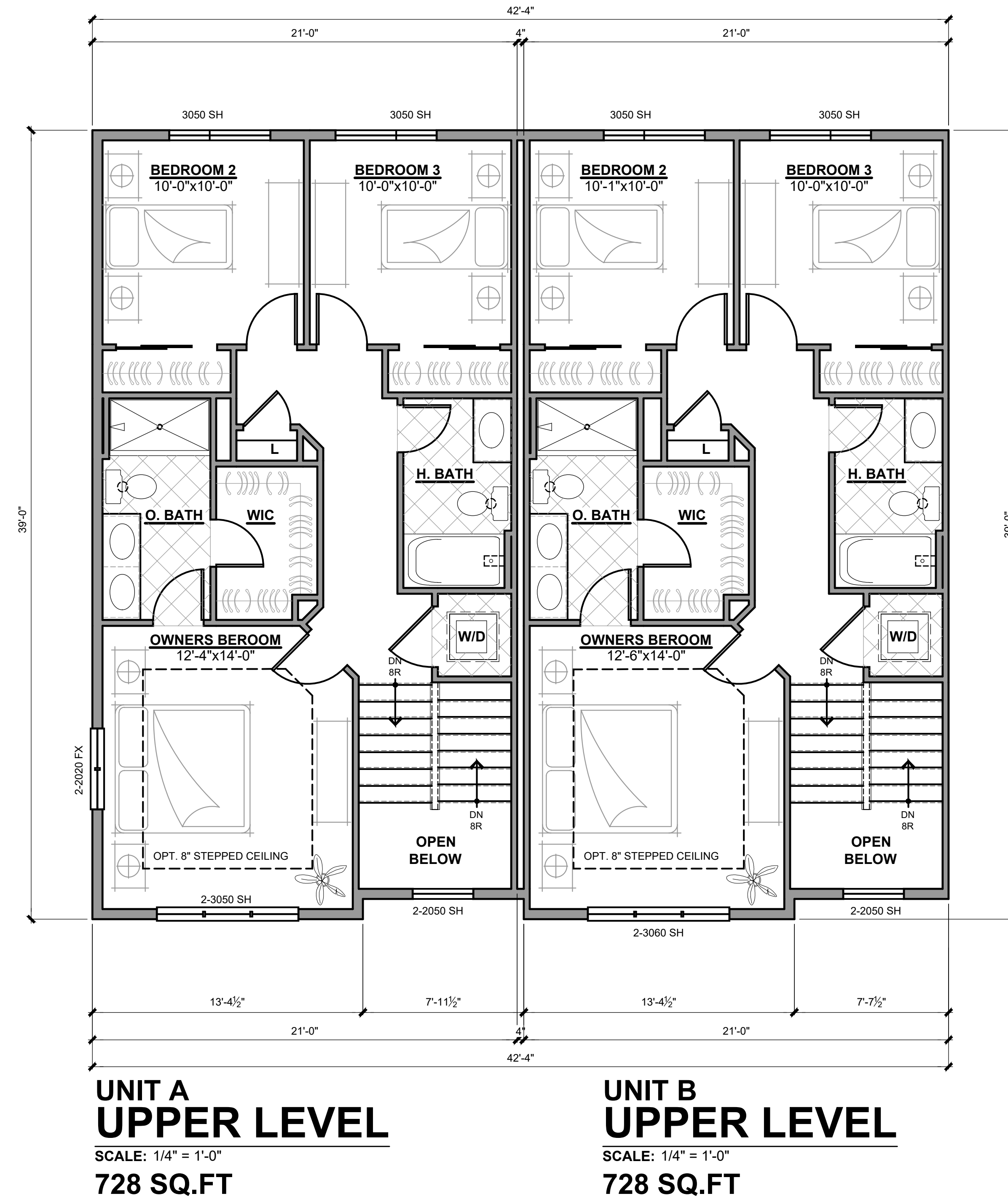
Mid Level Floor Plans

Wesley Park

June 27, 2025



© M/I Homes of Michigan





4 UNIT ASSEMBLY
FRONT ELEVATION

TYPICAL EXTERIOR TRIM FINISH	
THE TRIM NOTED ON THE ELEVATIONS IS PROVIDED SOLELY AS A GUIDE FOR TRIM SIZES. ALL TRIM NOTED ON THE ELEVATIONS IS NOMINAL. SEE SPECIFICATIONS FOR TRIM FINISH AND MATERIAL.	
1	CEMENTITIOUS HORIZONTAL SIDING
2	CEMENTITIOUS PANEL CLADDING
3	4" CEMENTITIOUS TRIM BD
4	5" CEMENTITIOUS TRIM BD
5	8" CEMENTITIOUS TRIM BD
6	ARCHITECTURAL DIMENSION SHINGLES
7	VINYL SINGLE HUNG WINDOWS
8	BRICK MASONRY - QUEEN SIZE
9	ALUMINUM WRAPPED PORCH CANOPIES
10	WOOD RAILINGS
11	PRIVACY PARTITION
WOOD TRIM NOTE: 4/4 @ VINYL SIDING 5/4 @ HARDI SIDING	
DIVISION NOTE: IT IS THE RESPONSIBILITY OF EACH DIVISION TO DETERMINE, AT A DIVISIONAL LEVEL AS WELL AS COMMUNITY SPECIFIC LEVEL, THE DESIRED FINISH REQUIREMENTS OF SPECIFIC TRIM PIECES, WHETHER PAINTED, VINYL, OR ALUMINUM WRAPPED.	



TYPICAL EXTERIOR TRIM FINISH
THE TRIM NOTED ON THE ELEVATIONS IS PROVIDED SOLELY AS A GUIDE FOR TRIM SIZES. ALL TRIM NOTED ON THE ELEVATIONS IS NOMINAL. SEE SPECIFICATIONS FOR TRIM FINISH AND MATERIAL.

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2	CEMENTITIOUS PANEL CLADDING
3	4" CEMENTITIOUS TRIM BD
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7	VINYL SINGLE HUNG WINDOWS
8	BRICK MASONRY - QUEEN SIZE
9	ALUMINUM WRAPPED PORCH CANOPIES
10	WOOD RAILINGS
11	PRIVACY PARTITION

WOOD TRIM NOTE:
4/4 @ VINYL SIDING
5/4 @ HARDI SIDING

DIVISION NOTE:
IT IS THE RESPONSIBILITY OF EACH DIVISION TO DETERMINE, AT A DIVISIONAL LEVEL AS WELL AS COMMUNITY SPECIFIC LEVEL, THE DESIRED FINISH REQUIREMENTS OF SPECIFIC TRIM PIECES, WHETHER PAINTED, VINYL, OR ALUMINUM WRAPPED.

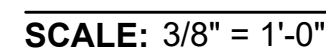


LEFT SIDE ELEVATION



RIGHT SIDE ELEVATION

TYPICAL EXTERIOR TRIM FINISH	
THE TRIM NOTED ON THE ELEVATIONS IS PROVIDED SOLELY AS A GUIDE FOR TRIM SIZES. ALL TRIM NOTED ON THE ELEVATIONS IS NOMINAL. SEE SPECIFICATIONS FOR TRIM FINISH AND MATERIAL.	
1	CEMENTITIOUS HORIZONTAL SIDING
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REVISED AND RESTATED CONDITIONAL REZONING AGREEMENT

THIS REVISED AND RESTATED 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 ("Property").

B. Developer has entered into an agreement to sell the Property to M/I Homes of Michigan, LLC. Sale of the property is contingent upon approval of this Agreement.

C. The Developer or its successor in title intends to improve and develop the Property as an attached single family townhome community, and to facilitate this development, the Developer desires to have the Property re-zoned from RT, R1-C and EP to RT under the Troy Zoning Ordinance.

D. The Developer and City previously entered into a Conditional Rezoning Agreement dated June 14, 2021 which was recorded with the Oakland County Register of Deeds on February 2, 2022 at LIBER 57394 and PAGE 26-43. The previously approved Conditional Rezoning for the Property is expired.

E. The Developer and City approved a First Amended Conditional Rezoning Agreement in February of 2024, but this First Amended Conditional Rezoning Agreement was never recorded. The previously approved First Amended Conditional Rezoning for the Property is expired.

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

E. This Agreement is made with 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 Revised and Restated Conditional Rezoning Agreement. (Exhibit B, Resolution).

NOW, THEREFORE, Developer and the City agree to strike and replace in its entirety the expired but previously approved Conditional Rezoning Agreement and the expired but previously approved First Amended Conditional Rezoning Agreement with this Agreement as follows:

ARTICLE 1

DEFINITIONS AND COVENANTS

1.1 “Commencement Date” means the date of _____, 2025, which is ten (10) days after the acceptance of the conditional rezoning offer by the City.

1.2 “Conditional Rezoning Agreement” has the meaning set forth in Chapter 39, Section 16.04 of the Troy Zoning Ordinance, as amended, and this Agreement, including the offered conditions, see Article 3.

1.3 “Improvements” means on-site improvements such as site grading, paving, in-ground utility changes, and buildings.

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

1.5 “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 (“Development”) involves the construction of an attached single family townhome community consisting of no more than 32 units in eight buildings on the Property as shown in the approved site plan attached as Exhibit C attached hereto (“Site Plan”), which is incorporated by reference. The approved landscaping plan for the Development is attached as Exhibit D hereto and the approved building elevations for the Development are attached as Exhibit E hereto, both of which are incorporated by reference.

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 Developer, but is subject to a purchase agreement that is contingent upon the approval of the Agreement.

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. Developer or its successor in title to the Property intends to develop and improve the Property in accordance with the Site Plan, which is incorporated by reference as Exhibit C.
- b. The Development shall meet all requirements for the RT Zoning District under Section 4.07 of the Troy Zoning Ordinance.
- c. Developer shall prepare an Open Space Preservation Easement, maintaining the existing natural features and prohibiting construction and other activities. Prior to final site plan approval, Developer shall secure approval of an Open Space Preservation Easement that is acceptable to the Troy City Council. The Open Space Preservation Easement shall cover the eastern portion of the Zoning Parcels and will be equal to the area currently zoned EP (0.93 acres), as depicted on the Site Plan. This area will provide approximately a 24% open space buffer from adjacent neighboring parcels to the east of the Zoning Parcels.
- d. The required detention basin shall be designed and constructed in accordance with the City's engineering standards so that it stores water for a limited time after a storm event but otherwise remains dry.
- e. Developer shall use building materials that are durable low maintenance or maintenance free materials. Examples include but are not limited to brick, asphalt shingles, and plank siding. Developer shall offer a variety of color palates during the site plan review process.
- f. Each unit shall include a 2-car attached garage.
- g. A minimum of 9-guest parking spaces shall be provided as part of the Development.
- h. In addition to the Open Space Preservation Easement and any additional required open space buffer between this project and the abutting properties zoned R-1C, Developer shall provide 250 feet of additional screening along the southern property line, as set forth on Exhibits C and D.

- i. Following completion of the Improvements, Developer shall not rely upon the use of any exterior refuse containers. 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, Developer shall place one of its allowed buildings at the terminus of the northernmost driveway to shield the homes from headlight glare as depicted on Exhibit C. 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, at least 2 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.** Developer 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.** This Agreement 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.** If City Council approves this Agreement, City Council shall also pass a Resolution expressly rezoning the Property 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 Community Development 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.** Developer or its successor in title to the Property shall have the right to develop the Property in accordance with 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 this 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 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.** Developer 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 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 this Agreement 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.** This Revised and Restated Conditional Rezoning approval shall expire following a period of two (2) years from the effective date of the rezoning as set forth in section 7.3 below unless progress has been diligently pursued and substantial completion has occurred consistent with permits issued by the City or the City extends the approval for good cause shown in accordance with City Ordinances. The City shall have the sole discretion to determine if progress has been diligently pursued by Developer or its successor in title. 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 the Property is not being developed 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 Developer 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 Developer to an entity in which the principals of Developer have an ownership interest or to M/I Homes of Michigan, LLC, is allowed if such transfer is made prior to substantial completion of the Improvements, and shall not constitute a default under this Agreement.
- c. **Compliance.** This Agreement complies with the requirements of City Ordinances, including the Troy Zoning Ordinance.
- d. **Sole Authority.** The City Council is the sole and appropriate municipal body to enter into this Agreement with Developer.
- e. **Plan Review.** The City will timely review the plans and documents submitted for building permits, public utilities under its control and signage, and any amendments thereto submitted by Developer to achieve the purposes of this Agreement.
- f. **Use.** The intended land use for the Property is a permissible use under the Troy Zoning Ordinance and Troy Master Plan.
- g. **Validity of Use.** In the event that the Troy Zoning Ordinance is amended such that the use provided for in this Agreement for the Property is no longer a permitted use of right, the use provided for in this Agreement and continuation of that use 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 Troy Zoning Ordinance.

- 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 Developer 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 **Developer's Representations and Warranties**. Developer represents and warrants to the City as follows:

- a. **Organization**. Developer 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 this Agreement.
- b. **Authorization**. The execution and delivery of this Agreement and consummation of the transactions contemplated hereby have been duly authorized by Developer.
- 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, Developer's organizational documents, or any agreement to which Developer is a party or by which it is bound.
- d. **Disclosure**. No representation or warranty by Developer, 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.** Developer has not received 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 Developer or its principals from carrying out the covenants and promises made herein.
- f. **Financial.** Developer or its successor in title is financially able to develop the Property.
- g. **Compliance with Laws.** Developer 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 Agreement is ten (10) days after the date the Troy City Council approves this Agreement, or on the date the Agreement is recorded with the Oakland County Register of Deeds, whichever date occurs first.

ARTICLE 8

NOTICES

All notices, consents, approvals, requests and other communications, herein collectively called "Notices," required or permitted under this Agreement shall be given in writing, signed by an authorized representative of the City or Developer 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: Community Development 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 Developer: 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 electronic means is acknowledged 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 Developer for any default or breach by the City of any obligation under this Agreement or in any manner arising out of the performance of this Agreement by any party.

9.2 **Successors/Provisions Running With the Land.** This 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 Agreement shall be deemed benefits and burdens which shall run with the Property.

9.3 **Recording.** This Agreement shall be recorded with the Oakland County Register of Deeds at the expense of Developer within ten (10) days after approval by the Troy City Council. Developer 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 Agreement constitutes the entire agreement between the parties with respect to the subject of this 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 Agreement and the provision of the Troy Zoning Ordinance, 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 Troy Zoning Ordinance.

9.6 **Default Remedies of Developer.** The City shall not be in default in any term or condition of this Agreement unless and until Developer 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 receipt of written notice, unless the nature of the noncompliance is such that it cannot be cured with due diligence within such period. In the event of a default, Developer'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.** Developer shall not be in default in any term or condition of this Agreement unless and until the City has provided Developer with written notice that Developer has failed to comply with an obligation under this

Agreement, and Developer has failed to cure such failure within thirty (30) days of the receipt of written notice, unless the nature of the noncompliance is such that it cannot be cured with due diligence within such period. 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 Developer pursuant to this Agreement.

9.8 **Third-Party Beneficiaries.** No term or provision of this 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. Developer 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. Developer 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.

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.

9.13 **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 Troy1, LLC

Witness

By: _____
Arti Mangla
Its: Managing Member

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

The foregoing Revised and Restated Conditional Rezoning Agreement was acknowledged before me this ____ day of _____, 2025, by Arti Mangla as Managing Member of MNK Troy1, 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 Revised and Restated Conditional Rezoning Agreement was acknowledged before me this ____ day of _____, 2025, 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 Revised and Restated Conditional Rezoning Agreement was acknowledged before me this ____ day of _____, 2025, 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

Description of the Property

Parcel 1:

The West 500 feet of Lot 37, also the West 500 feet of that part of Lot 38, described as beginning at the Northwest corner of Lot 38, thence South 89 degrees 53 minutes 15 seconds East 1,058.79 feet to the Northwest corner of Lot 38; thence South 00 degrees 36 minutes 30 seconds East 128.35 feet; thence North 82 degrees 59 minutes 15 seconds West 1,068.14 feet to the point of beginning, SQUARE ACRES SUBDIVISION NO. 1, according to the Plat thereof, as recorded in Liber 44, Page 48 of Plats, Oakland County Records, located in Town 2 North, Range 11 East, Section 14, City of Troy, Oakland County, Michigan, except the West 15 feet of the above description parcel taken for Rochester Road.

Tax Parcel No.: 88-20-14-301-031

Commonly known as 4396 Rochester Road

Parcel 2:

Part of the Northwest 1/4 of Section 14, Town 2 North, Range 11 East, beginning at West 1/4 corner, thence North 00 degrees 36 minutes 30 seconds West 219.59 feet, thence South 89 degrees 47 minutes 15 seconds East 325.00 feet, thence South 00 degrees 16 minutes 30 seconds East 219.59 feet, thence North 89 degrees 47 minutes 15 seconds West 325 feet to the point of beginning.

Tax Parcel No.: 88-20-14-152-001

Commonly known as 4516 Rochester Road

Exhibit B

City Council Resolution
(to be inserted)

Exhibit C

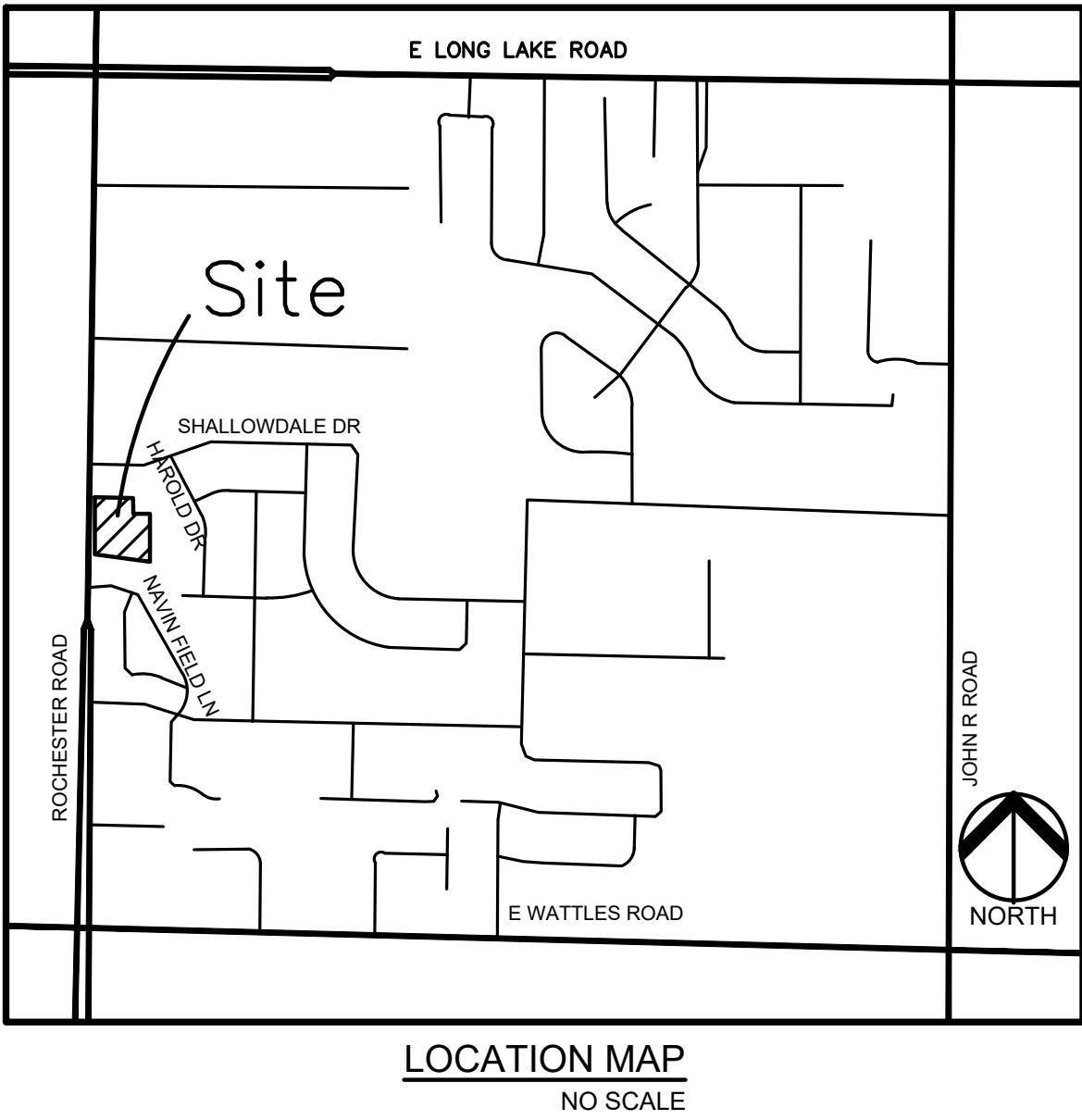
Site Plan

PRELIMINARY SITE PLANS

WESLEY PARK

4516-4396 ROCHESTER ROAD
TROY, OAKLAND COUNTY, MICHIGAN

PERMIT / APPROVAL SUMMARY		
DATE SUBMITTED	DATE APPROVED	PERMIT / APPROVAL



INDEX OF DRAWINGS	
NUMBER	TITLE
	COVER SHEET
P-1.0	TOPOGRAPHIC SURVEY
P-3.0	PRELIMINARY DIMENSION PLAN
P-4.1	PRELIMINARY GRADING PLAN - SOUTH
P-4.2	PRELIMINARY GRADING PLAN - NORTH
P-6.0	PRELIMINARY UTILITY PLAN
P-7.0	TRUCK TURNING PLAN
L-1.0	LANDSCAPE PLAN
L-1.1	LANDSCAPE DETAILS
TP-1.0	PRELIMINARY TREE PRESERVATION PLAN
	ARCHITECTURAL PLANS
	TYPICAL 3 UNIT ASSEMBLY - ELEVATIONS
	TYPICAL 4 UNIT ASSEMBLY - ELEVATIONS
	TYPICAL 5 UNIT ASSEMBLY - ELEVATIONS
	3 UNIT ASSEMBLY - LOWER LEVEL FLOOR PLANS
	4 UNIT ASSEMBLY - LOWER LEVEL FLOOR PLANS
	5 UNIT ASSEMBLY - LOWER LEVEL FLOOR PLANS
	MID LEVEL FLOOR PLANS
	UPPER LEVEL FLOOR PLANS
	4 UNIT ASSEMBLY - FRONT ELEVATION
	4 UNIT ASSEMBLY - REAR ELEVATION
	PRELIMINARY LEFT AND RIGHT SIDE ELEVATION
	SECTION "A"

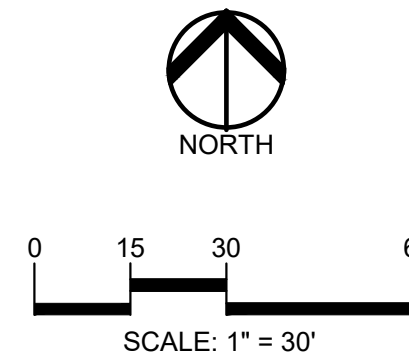
DESIGN TEAM

OWNER	APPLICANT/DEVELOPER	CIVIL ENGINEER
MNK TROY 1, LLC 1052 OAKTREE LANE BLOOMFIELD HILLS, MI 48304 CONTACT: MUKESH MANGLA PHONE: 248.895.5564 EMAIL: MUKESHMANGLA@GMAIL.COM	M/I HOMES OF MICHIGAN, LLC. 40950 WOODWARD AVE, STE. 203 BLOOMFIELD HILLS, MI 48304 CONTACT: BRAD BOTHAM PHONE: 248.221.5013 EMAIL: BBOTHAM@MIHOMES.COM	PEA GROUP 1849 POND RUN AUBURN HILLS, MI 48326 CONTACT: JOHN B. THOMPSON, PE PHONE: 844.813.2949 EMAIL: JTHOMPSON@PEAGROUP.COM
ARCHITECT	LANDSCAPE ARCHITECT	
M/I HOMES OF CHICAGO, LLC 2135 CITY GATE LANE NAPERVILLE, IL 60563 CONTACT: SEAN RAFFERTY PHONE: 630.699.7186 EMAIL: SRAFFERTY@MIHOMES.COM	PEA GROUP 7927 NEMCO WAY, STE. 115 BRIGHTON, MI 48116 CONTACT: LYNN WHIPPLE, PLA PHONE: 844.813.2949 EMAIL: LWHIPPLE@PEAGROUP.COM	

PEA
GROUP

REVISIONS	
DESCRIPTION	DATE
ORIGINAL ISSUE DATE	7/8/2025





CAUTION!!
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CLIENT
M/I HOMES OF MICHIGAN, LLC
40950 WOODWARD AVE., STE. 203
BLOOMFIELD HILLS, MICHIGAN 48304

PROJECT TITLE
WESLEY PARK
4516-4396 ROCHESTER ROAD
TROY, MICHIGAN

ORIGINAL ISSUE DATE:
JULY 8, 2025

DRAWING TITLE
TOPOGRAPHIC SURVEY

PEA JOB NO. 2018-300

DRAWING NUMBER:
P-1.0

BENCHMARKS
(DATUM= NAVD88)
THE ELEVATIONS SHOWN ON TOPO ARE 0.09' HIGHER THAN CITY DATUM.
BM#1
T/HYD ON LOT 37 SQUARE ACRES SUB. ELEVATION=670.72
BM#2
SAN SEWER MANHOLE RIM ON PARCEL 20-14-152-001 ELEVATION=670.72

CITY BENCHMARKS
(DATUM= NAVD88)
BM#1789
ARROW T/HYD #14-02 E-SIDE ROCHESTER, 50' S. SHALLOWDALE ELEVATION=673.02
BM#1935
ARROW T/HYD #14-3 E-SIDE ROCHESTER at #4396 ELEVATION=670.53

LEGEND:	
—OH-ELEC—W—O—	EX. OH. ELEC. POLE & GUY WIRE
—UG-CATV—	EX. U.G. CABLE TV & PEDESTAL
—UG-COMM—	EX. U.G. COMMUNICATION LINE, PEDESTAL & MANHOLE
—UG-ELEC—	EX. U.G. ELEC. MANHOLE, METER & HANDHOLE
---	EX. GAS LINE
⊗	EX. GAS VALVE & GAS LINE MARKER
⊠	EX. TRANSFORMER & IRRIGATION VALVE
---	EX. WATER MAIN
⊕	EX. HYDRANT, GATE VALVE & POST INDICATOR VALVE
⊖	EX. WATER VALVE BOX & SHUTOFF
⊙	EX. SANITARY SEWER
⊙	EX. SANITARY CLEANOUT & MANHOLE
⊙	EX. COMBINED SEWER MANHOLE
---	EX. STORM SEWER
⊙	EX. CLEANOUT & MANHOLE
⊙	EX. SQUARE, ROUND & BEEHIVE CATCH BASIN
⊙	EX. YARD DRAIN, U.G. ROOF DRAIN & DOWNSPOUT
⊙	EX. UNIDENTIFIED STRUCTURE
⊙	EX. MAILBOX, SIGN, LIGHTPOLE & GUARD POST
---	EX. FENCE
---	EX. GUARD RAIL
⊙	EX. DEC. TREE, CONIFEROUS TREE & SHRUB
⊙	EX. TREE TAG & TREE LINE
⊙	EX. SPOT ELEVATION
---	EX. CONTOUR
---	EX. WETLAND
⊙	IRON FOUND / SET
⊙	NAIL FOUND / NAIL & CAP SET
⊙	BRASS PLUG SET
⊙	MONUMENT FOUND / SET
⊙	SECTION CORNER FOUND
⊙	RECORDED / MEASURED / CALCULATED
⊙	GNSS
⊙	GLOBAL NAVIGATION SATELLITE SYSTEM

TOPOGRAPHIC AND BOUNDARY SURVEY DISCLAIMER:
TOPOGRAPHIC AND BOUNDARY SURVEY, INCLUDING PROPERTY LINES, LEGAL DESCRIPTION, EXISTING UTILITIES, EXISTING ELEVATIONS, EXISTING PHYSICAL FEATURES AND STRUCTURES WAS PROVIDED BY URBAN LAND CONSULTANTS.
PEA GROUP WILL NOT BE HELD RESPONSIBLE FOR THE ACCURACY OF THE SURVEY OR FOR DESIGN ERRORS/OMISSIONS RESULTING FROM SURVEY INACCURACIES.

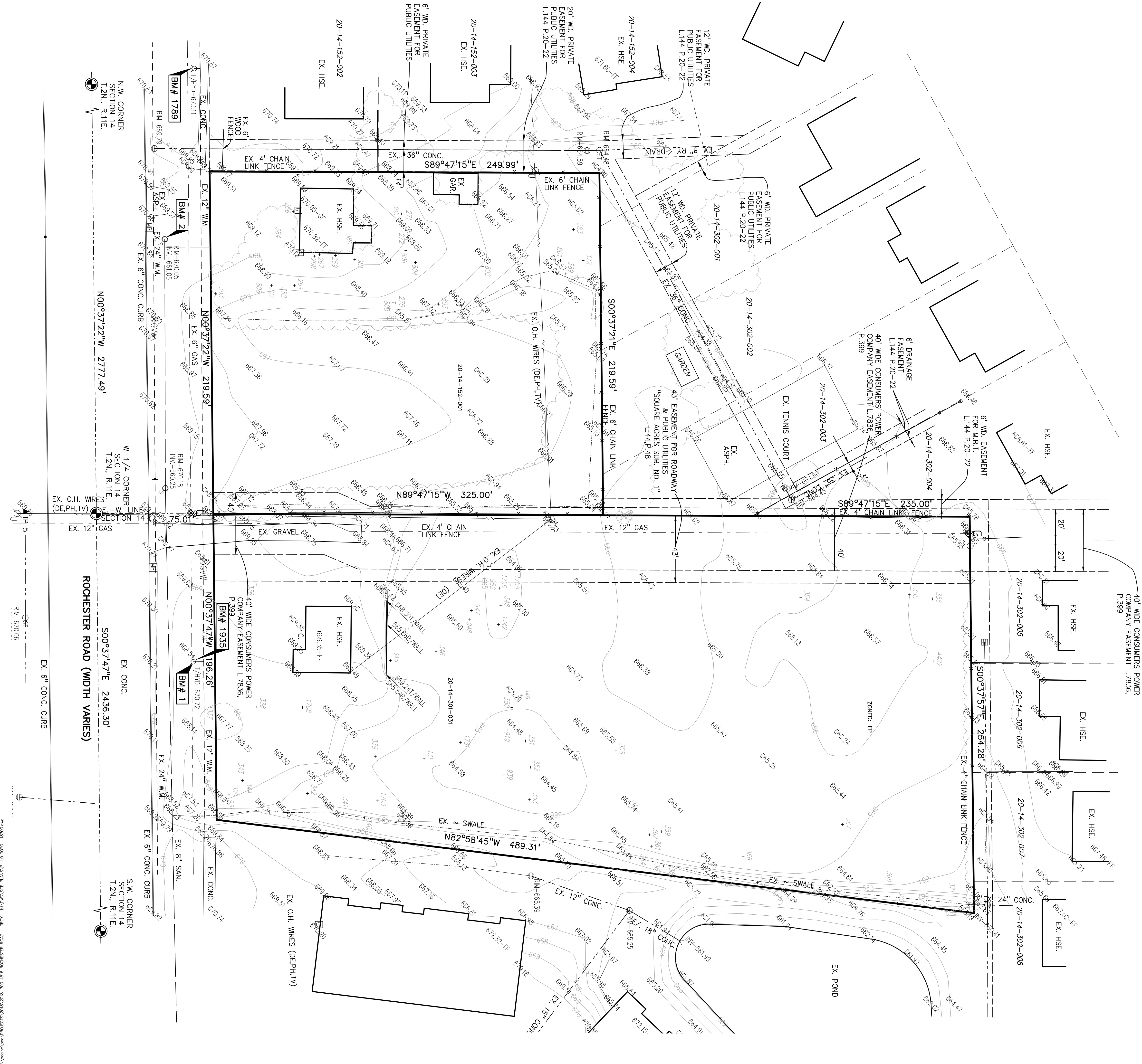
PROPERTY DESCRIPTION

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, of "Square Acres Sub. No.1," as recorded in Liber 44, Page 48 of Oakland County Records described as: Commencing at the West 1/4 corner of Section 14; thence S.89°47'15"E., 75.01 feet along the east/west 1/4 line of Section 14 to the Point of Beginning; thence N.00°37'22"W., 219.59 feet along the east line of Rochester Road to a point on the southerly line of "Shallowbrook Sub." as recorded in Liber 144, Page 20 of Oakland County Records; thence along "Shallowbrook Sub." the following three courses; S.89°47'15"E., 249.99 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 line of Rochester Road; thence along said line N.00°37'47"W., 196.26 feet to a the Point of Beginning and containing 3.768 acres.

FLOODPLAIN NOTE:
BY GRAPHICAL PLOTTING, SITE IS WITHIN ZONE 'X', AREA DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOODPLAIN PER FLOOD INSURANCE RATE MAP NUMBER 26125C0534F DATED SEPTEMBER 29, 2006.



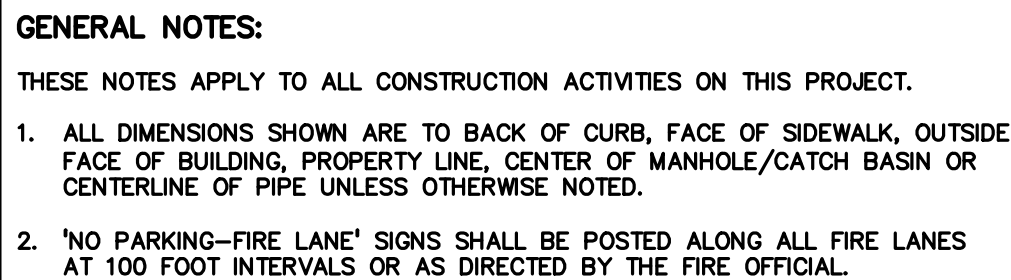
CLIENT

**M/I HOMES OF
MICHIGAN, LLC**

40950 WOODWARD AVE., STE. 203
BLOOMFIELD HILLS, MICHIGAN 48304

[illegible]

P-3.0



SITE DATA TABLE:

SITE AREA: 4.15 ACRES (180,604 SQ.FT.) GROSS
3.77 ACRES (164,135 SQ.FT.) NET

ZONING: CONDITIONAL REZONE TO RT (ONE FAMILY ATTACHED
RESIDENTIAL)

BUILDING INFORMATION:
MAXIMUM ALLOWED BUILDING HEIGHT = 30 FEET (2.5 STORIES)
PROPOSED BUILDING HEIGHT = 2.5 STORIES
BUILDING FOOTPRINT AREA = 25,170 SQ.FT.
MAXIMUM BUILDING LOT COVERAGE = 35%
PROPOSED BUILDING LOT COVERAGE = 15%

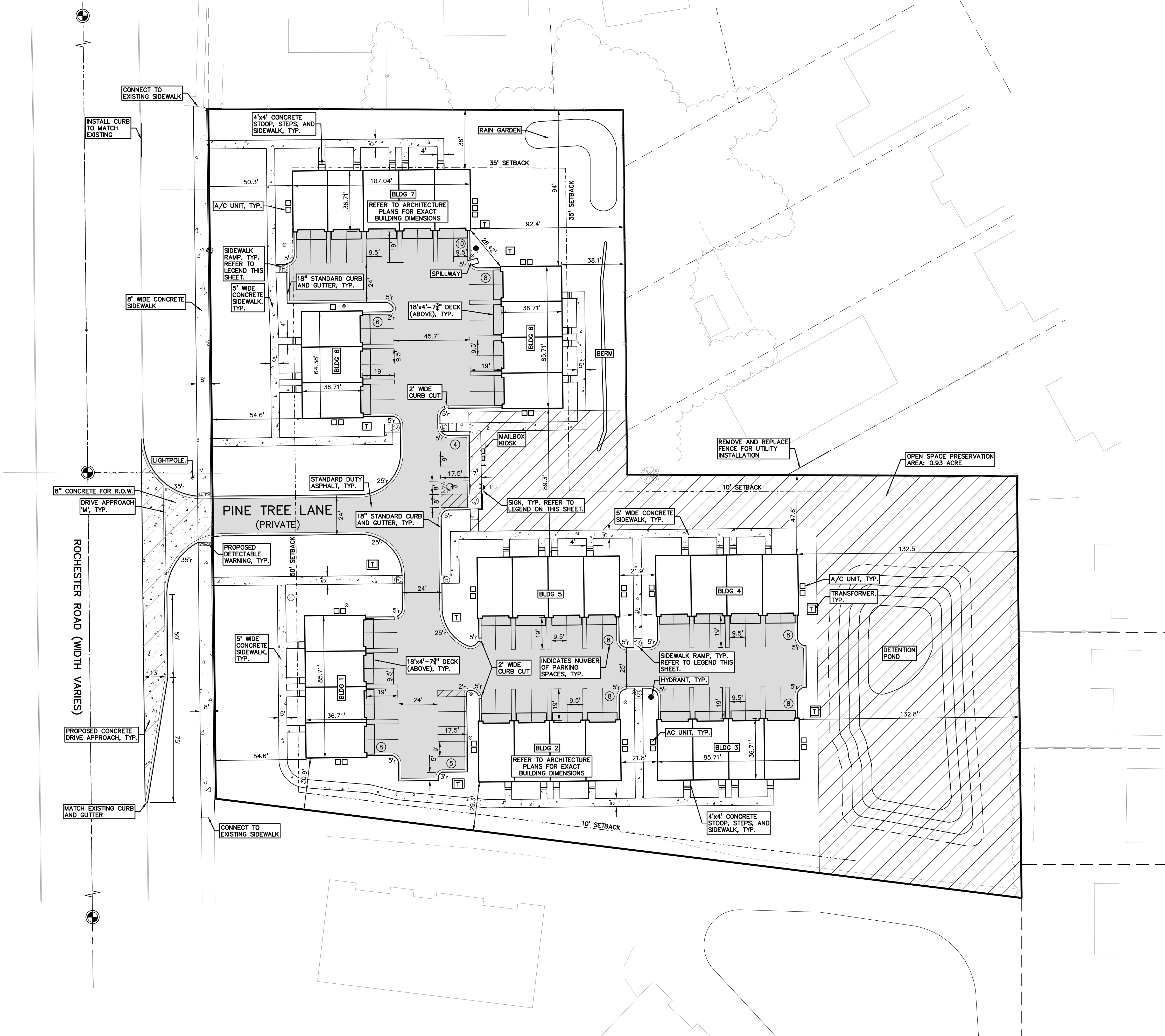
PARKING CALCULATIONS:
SINGLE FAMILY = 2 SPACES PER DWELLING UNIT
9 GUEST SPACES

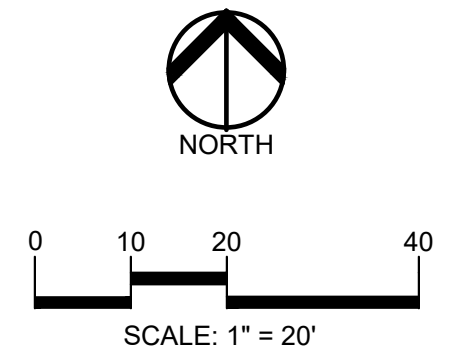
TOTAL REQUIRED PARKING = 73 SPACES

TOTAL PROPOSED PARKING SPACES = 73 SPACES INC. 1 H/C SPACES

OPEN SPACE
24% PRESERVED OPEN SPACE (0.93 AC)

SITE LIGHTING:
LIGHTING WILL BE COACH LIGHTING ON GARAGE DOORS AND FRONT
DOORS





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PROJECT TITLE
WESLEY PARK
4516-4396 ROCHESTER ROAD
TROY, MICHIGAN

REVISIONS

ORIGINAL ISSUE DATE:
JULY 8, 2025

DRAWING TITLE
**PRELIMINARY
GRADING PLAN
- NORTH**

PEA JOB NO.	2018-300
P.M.	JBT
DN.	RMK
DES.	KFP
DRAWING NUMBER:	

P-4.2

CITY BENCHMARKS
(DATUM - NAVD88)

BM #1789
ARROW T/HYD #14-02 E-SIDE
ROCHESTER, 50' S. SHALLOWDALE
ELEVATION=673.02

BM #1935
ARROW T/HYD #14-03 E-SIDE
ROCHESTER at #4396
ELEVATION=670.63

BENCHMARKS
(DATUM - NAVD88)

THE ELEVATIONS SHOWN ON
TOPO ARE 0.09' HIGHER THAN
CITY DATUM.

BM #1
T/HYD ON LOT 37 SQUARE
ACRES SUB. ELEVATION=670.72

BM #2
SAN SEWER MANHOLE RIM ON
PARCEL 20-14-152-001
ELEVATION=670.72

SYMBOLS: GRADING

PROPOSED SPOT ELEVATION:
TYPICALLY TOP OF PAVEMENT IN PAVED
AREAS, GUTTER GRADE IN CURB LINES.

PROPOSED CONTOUR LINE

ABBREVIATIONS:
T/C = TOP OF CURB
G = GUTTER GRADE
T/P = TOP OF PAVEMENT
T/S = TOP OF SIDEWALK
T/W = TOP OF WALL
B/W = BOTTOM OF WALL
F.G. = FINISH GRADE
RIM = RIM ELEVATION

SIDEWALK RAMP LEGEND:

SIDEWALK RAMP 'TYPE R' Ⓡ

SIDEWALK RAMP 'TYPE P' Ⓟ

GRADING LEGEND:

EXISTING SPOT ELEVATION

PROPOSED SPOT ELEVATION:
TYPICALLY TOP OF PAVEMENT
IN PAVED AREAS, GUTTER GRADE
IN CURB LINES.

EXISTING CONTOUR

PROPOSED CONTOUR

PROPOSED REVERSE GUTTER PAN

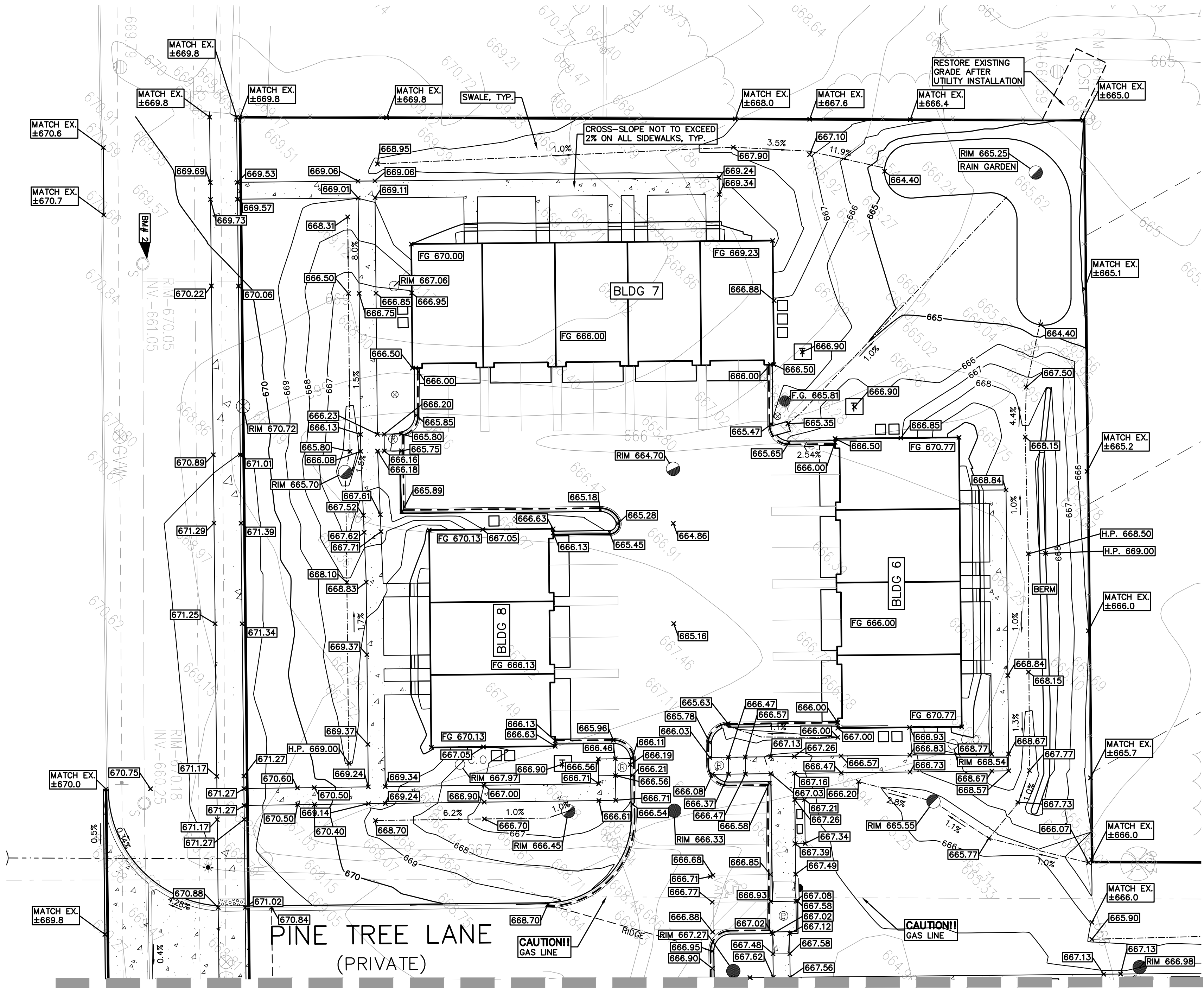
PROPOSED RIDGE LINE

PROPOSED SWALE/DITCH

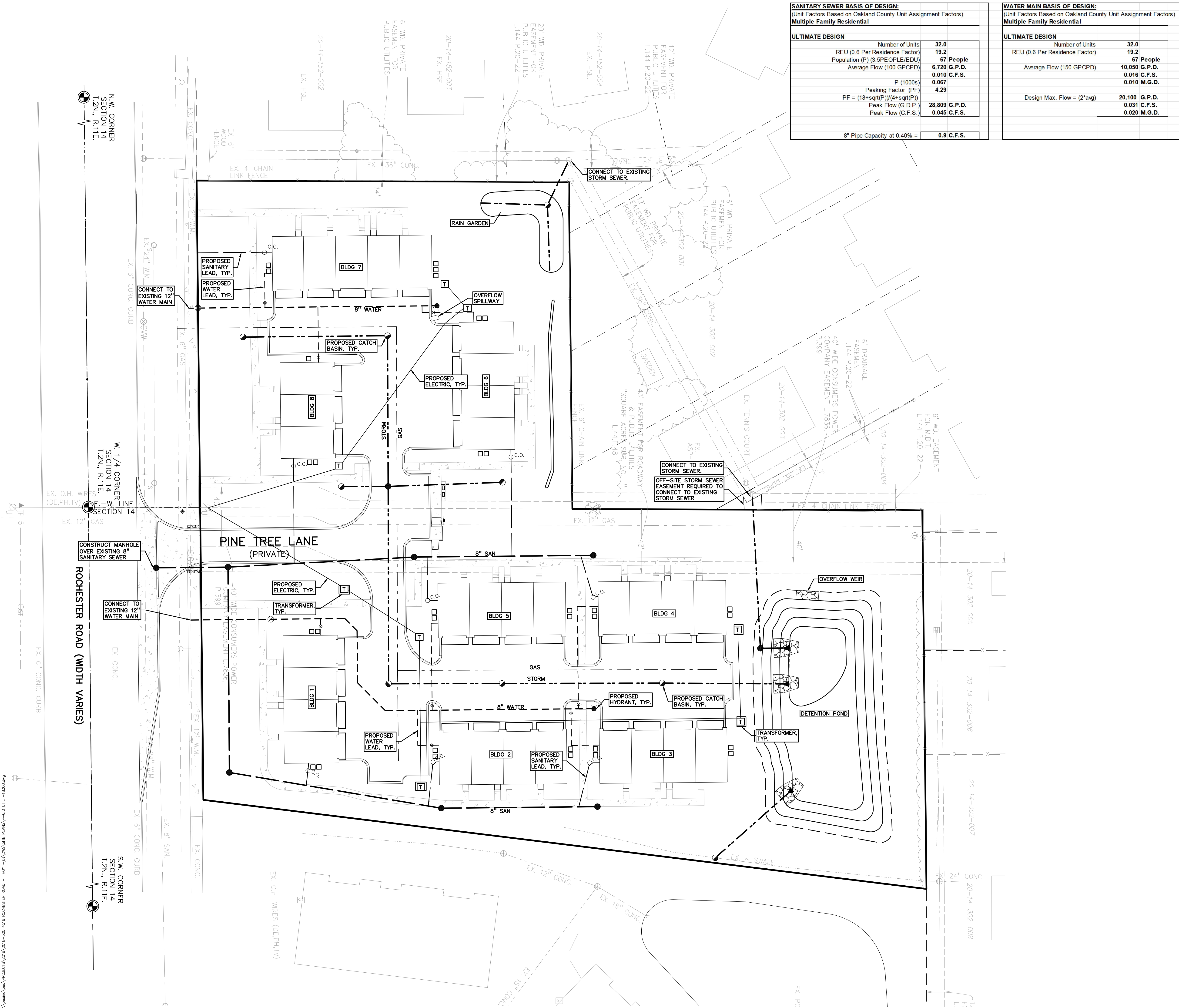
ABBREVIATIONS

T/C = TOP OF CURB
T/P = TOP OF PAVEMENT
T/S = TOP OF SIDEWALK
T/W = TOP OF WALL
B/W = BOTTOM OF WALL

F = FLUSH WALK
G = GUTTER GRADE
FF = FINISH FLOOR
FG = FINISH GRADE
RIM = RIM ELEVATION



SEE SHEET P-4.1



SANITARY SEWER BASIS OF DESIGN: (Unit Factors Based on Oakland County Unit Assignment Factors) Multiple Family Residential			
ULTIMATE DESIGN			
Number of Units	32.0		
REU (0.6 Per Residence Factor)	19.2		
Population (P) (3.5PEOPLE/EDU)	67 People		
Average Flow (100 GPCPD)	6,720 G.P.D.		
	0.010 C.F.S.		
	0.067		
	4.29		
P (1000s)			
Peaking Factor (PF)			
PF = (18+sqrt(P))/4+sqrt(P)			
Peak Flow (G.D.P.)	28,809 G.P.D.		
Peak Flow (C.F.S.)	0.045 C.F.S.		
8" Pipe Capacity at 0.40% = 0.9 C.F.S.			

WATER MAIN BASIS OF DESIGN: (Unit Factors Based on Oakland County Unit Assignment Factors) Multiple Family Residential			
ULTIMATE DESIGN			
Number of Units	32.0		
REU (0.6 Per Residence Factor)	19.2		
	67 People		
Average Flow (150 GPCPD)	10,050 G.P.D.		
	0.016 C.F.S.		
	0.010 M.G.D.		
Design Max. Flow = (2*avg)	20,100 G.P.D.		
	0.031 C.F.S.		
	0.020 M.G.D.		

UTILITY LEGEND:	
~OH-ELEC~	EX. OH. ELEC. POLE & GUY WIRE
~UG-CATV~	EX. U.G. CABLE TV & PEDESTAL
~UG-COMM~	EX. U.G. COMMUNICATION LINE, PEDESTAL & MANHOLE
~UG-ELEC~	EX. U.G. ELEC. MANHOLE, METER & HANDHOLE
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	EX. HYDRANT, GATE VALVE & POST INDICATOR VALVE
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	EX. STORM SEWER
	EX. CLEANOUT & MANHOLE
	EX. SQUARE, ROUND, & BEEHIVE CATCH BASIN
	EX. YARD DRAIN & ROOF DRAIN
	EX. UNIDENTIFIED STRUCTURE
	PROPOSED WATER MAIN
	PROPOSED HYDRANT AND GATE VALVE
	PROPOSED TAPPING SLEEVE, VALVE & WELL
	PROPOSED POST INDICATOR VALVE
	PROPOSED SANITARY SEWER
	PROPOSED SANITARY CLEANOUT & MANHOLE
	PROPOSED STORM SEWER
	PROPOSED STORM SEWER CLEANOUT & MANHOLE
	PROPOSED CATCH BASIN, INLET & YARD DRAIN

Site Drainage Data			
Impervious Area:	1.64 acre	C =	0.95
Greenbelt Area:	2.13 acre	C =	0.35
Total Area (A):	3.77 acre		
Weighted Coefficient of Runoff (C):	0.61		
Pretreatment Impervious Area:	1.31 acre	C =	0.95
Pretreatment Greenbelt Area:	0.67 acre	C =	0.35
Area going to Pretreatment:	1.98 acre		
Pretreatment Weighted Coefficient of Runoff (C)	0.75		

Pretreatment	
Mechanical Separator (Sized for 1-year peak flow)	
I = 2 cfs/acre	2.00
Q=C*I*A	2.97 cfs

CPVC: Channel Protection Volume	
Vcpc = (4,719)/CA	10,852 cf
CPRC: Channel Protection Rate Control Volume	
Vcprc = (6897)/CA (Extended Detention)	15,861 cf
100-Year Allowable Outlet Rate (Qallow)	
Since 2-A<100, Q100all= A x (-0.207*ln(A)+1.1055)	
Q100all =	0.83 cfs/ac
100-Year Peak Allowable Discharge (Qo)	
Qo=Qallow(A)	3.13 cfs

Rainfall Intensity	
Time of Concentration (Tc)	10 min
I100=83.3/(Tc+9.17)^0.81	7.62 in/hr

100-Year Peak Inflow (Qi)	
Qi=Ci(A)	17.51 cfs

100-Year Runoff Volume (Vr)	
Vr=(18,985)/CA	43,660 cf

Storage Ratio (Vr/Vs)	
Vr/Vs = 0.206-0.15 x ln(Qo/Qi)	0.4642

100-Year Storage Volume (Vs)	
Vs =Vr*Storage Ratio	20,267 cf

Design Requirements	
CPVC	10,852 cf
CPRC	15,861 cf
Flood Control	20,267 cf

Detention Basin			
100-yr Storage Required:	20,267 - 1,253 =	19,013	cf
100-yr Storage Elevation:	659.88		
CPRC Storage Required:	15,861 - 1,253 =	14,608	cf
CPRC Storage Elevation:	659.43		
Elev. (ft)	Area (sf)	Vol. (cf)	Total Vol. (cf)
656.4	0	0	0
657.0	1,725	518	518
658.0	6,163	3,944	4,462
659.0	8,405	7,284	11,746
660.0	10,931	9,668	21,414

Detention Basin Outlet Control Structure	
Orifice Channel Protection Rate Control (CPRC) Orifice	
Average Discharge Rate (Qavg)	
Qavg=CPRC/172,800	0.092 cfs
Detention Outlet Elevation:	656.42
Average Head (Havg)=h/2	1.50 ft
Aed=Qavg/(0.62*SQ-RT(2*g*Havg))	0.0150 sf

CPRC Orifice Diameter (D1)	
D1=12*SQ-RT(4*A/3.14)	1.66 in
	Use: 1.50 in
Area (A1)=	0.0123 sf

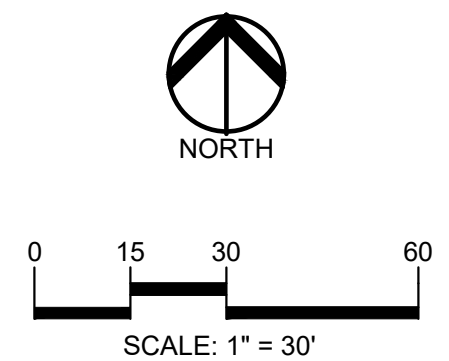
Flood Control Orifice	
100-Year Head: Hres	
Hres=Hmax-Hed	0.46 ft

100-Year Flow thru CPRC Orifice (Qed)	
Qed=A*1*0.62*(2gh/100)^0.5	0.114 cfs

Remaining Flow for 100-Year Orifice (Qres)	
Qres=Qo-Qed	3.019 cfs

100 Year Restricted Overflow Weir (OC 11)	
Flow (Q)	3.02 cfs
Length of Spillway (L):	2.1 ft
Depth of Water over Spillway (H):	0.57 ft
Uses Cipoletti Weir Equation (Q=3.367 * L * H^3/2)	

100 Year Emergency Overflow Weir	
Flow (Q): 215/(t+25) x A x C	17.51 cfs
Length of Spillway (L):	14.7 ft
Depth of Water over Spillway (H):	0.50 ft
Uses Cipoletti Weir Equation (Q=3.367 * L * H^3/2)	



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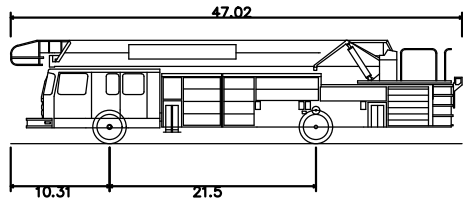
PROJECT TITLE
WESLEY PARK
4516-4396 ROCHESTER ROAD
TROY, MICHIGAN

REVISIONS	

ORIGINAL ISSUE DATE:
JULY 8, 2025

DRAWING TITLE
PRELIMINARY UTILITY PLAN

PEA JOB NO.	2018-300
P.M.	JBT
DN.	RMK
DES.	KFP
DRAWING NUMBER:	



TROY FIRE TRUCK
Overall Length
Overall Width
Overall Body Height
Min Body Ground Clearance
Track Width
Lock-to-Lock Time
Wall-to-Wall Turning Radius

47.02ft
9.92ft
10.76ft
1.98ft
9.82ft
47.38ft

PEA
GROUP

t: 844.813.2949
www.peagroup.com



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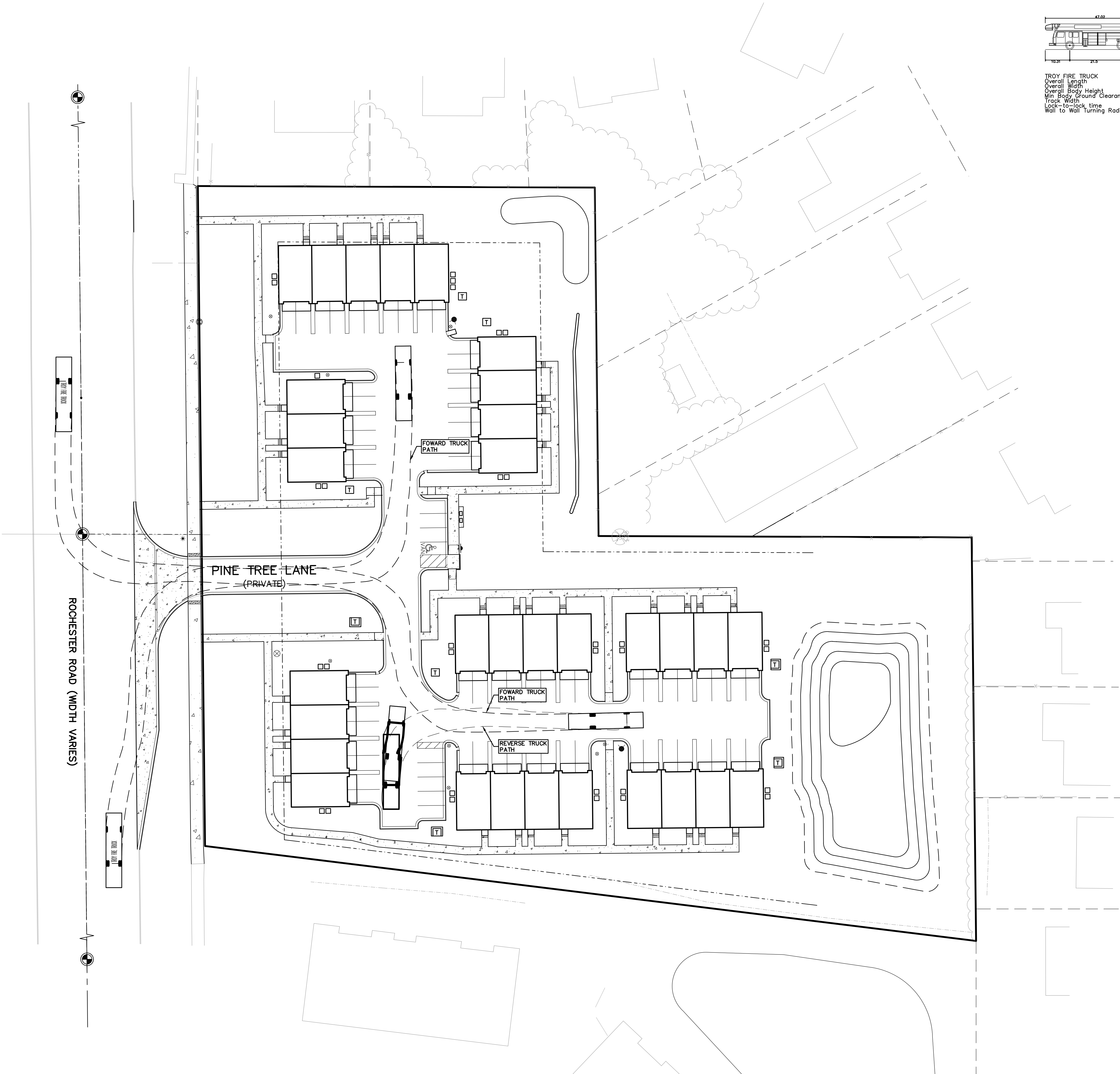
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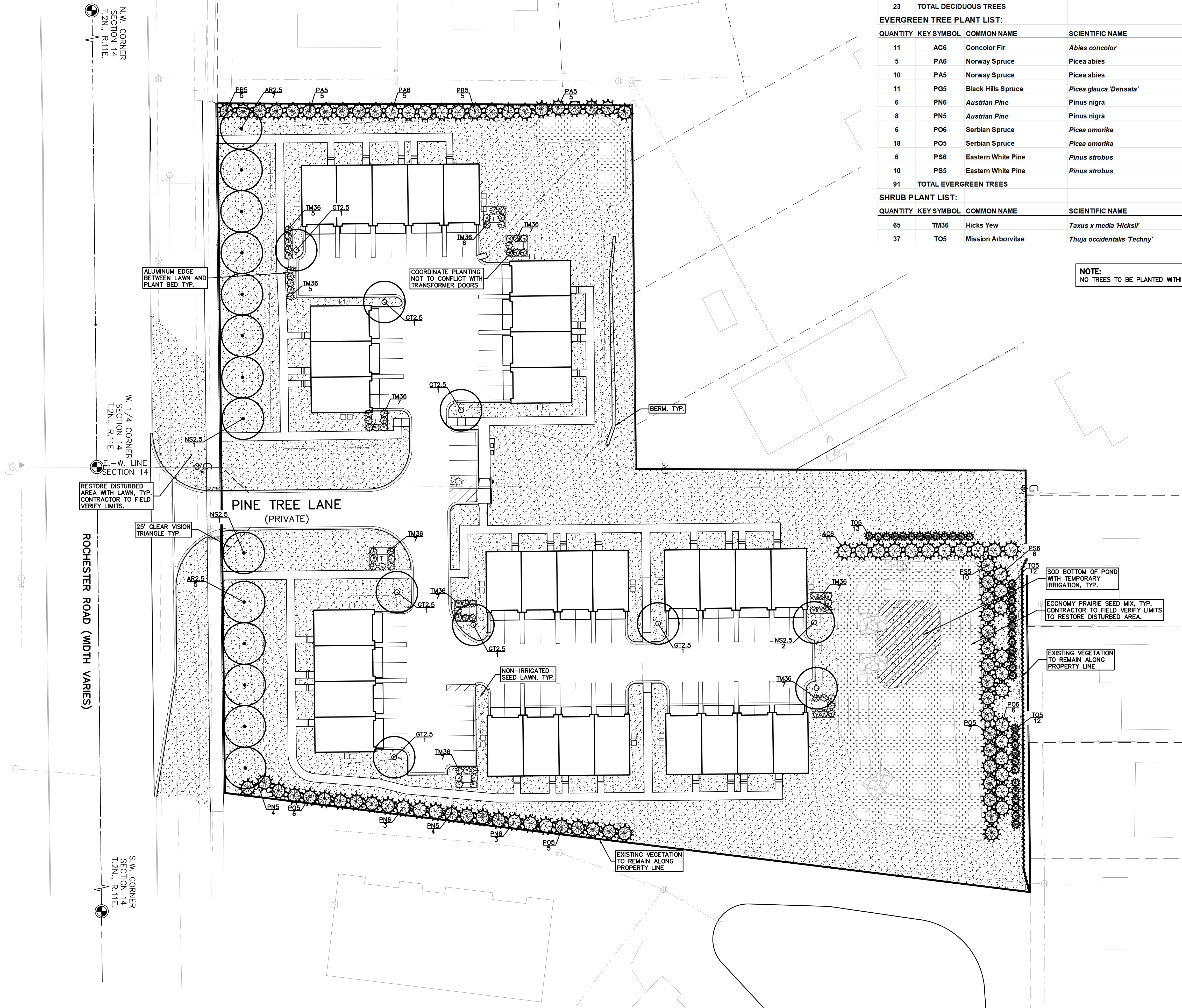
DRAWING TITLE
**TRUCK
TURNING
PLAN**

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

DRAWING NUMBER:
P-7.0



\\pea\m\new\PROJECTS\2018\300-4516 ROCHESTER ROAD - TROY - JH\WMSITE PLANS\L-1.0 LANDSCAPE-PLAN-B-300.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	AC6	Concolor Fir	<i>Abies concolor</i>	6' Ht.	B&B
5	PA6	Norway Spruce	<i>Picea abies</i>	6' Ht.	B&B
10	PA5	Norway Spruce	<i>Picea abies</i>	5' Ht.	B&B
11	PG5	Black Hills Spruce	<i>Picea glauca 'Densata'</i>	5' Ht.	B&B
6	PN6	<i>Austrian Pine</i>	<i>Pinus nigra</i>	6' Ht.	B&B
8	PN5	<i>Austrian Pine</i>	<i>Pinus nigra</i>	5' Ht.	B&B
6	PO6	Serbian Spruce	<i>Picea omorika</i>	6' Ht.	B&B
18	PO5	Serbian Spruce	<i>Picea omorika</i>	5' Ht.	B&B
6	PS6	Eastern White Pine	<i>Pinus strobus</i>	6' Ht.	B&B
10	PS5	Eastern White Pine	<i>Pinus strobus</i>	5' Ht.	B&B
91	TOTAL EVERGREEN TREES				
SHRUB PLANT LIST:					
QUANTITY	KEY SYMBOL	COMMON NAME	SCIENTIFIC NAME	SIZE	SPEC
65	TM36	Hicks Yew	<i>Taxus x media 'Hicksii'</i>	36" Ht.	Cont.
37	TO5	Mission Arborvitae	<i>Thuja occidentalis 'Techny'</i>	5' 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

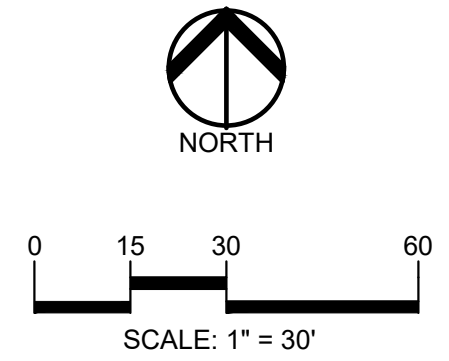
GREENBELT
REQUIRED: 1 TREE/ 30 LF ALONG ROCHESTER RD. 416/30 = 14 TREES REQUIRED
PROVIDED: 14 TREES PROVIDED

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:
127 TREES PROVIDED, 34 TO COUNT TOWARDS REPLACEMENT TREES.
• 250' EVERGREEN SCREENING ALONG THE SOUTHERN PROPERTY TO BRIGGS PARK (25 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).
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40950 WOODWARD AVE., STE. 203
BLOOMFIELD HILLS, MICHIGAN 48304

PROJECT TITLE
WESLEY PARK
4516-4396 ROCHESTER ROAD
TROY, MICHIGAN

REVISIONS

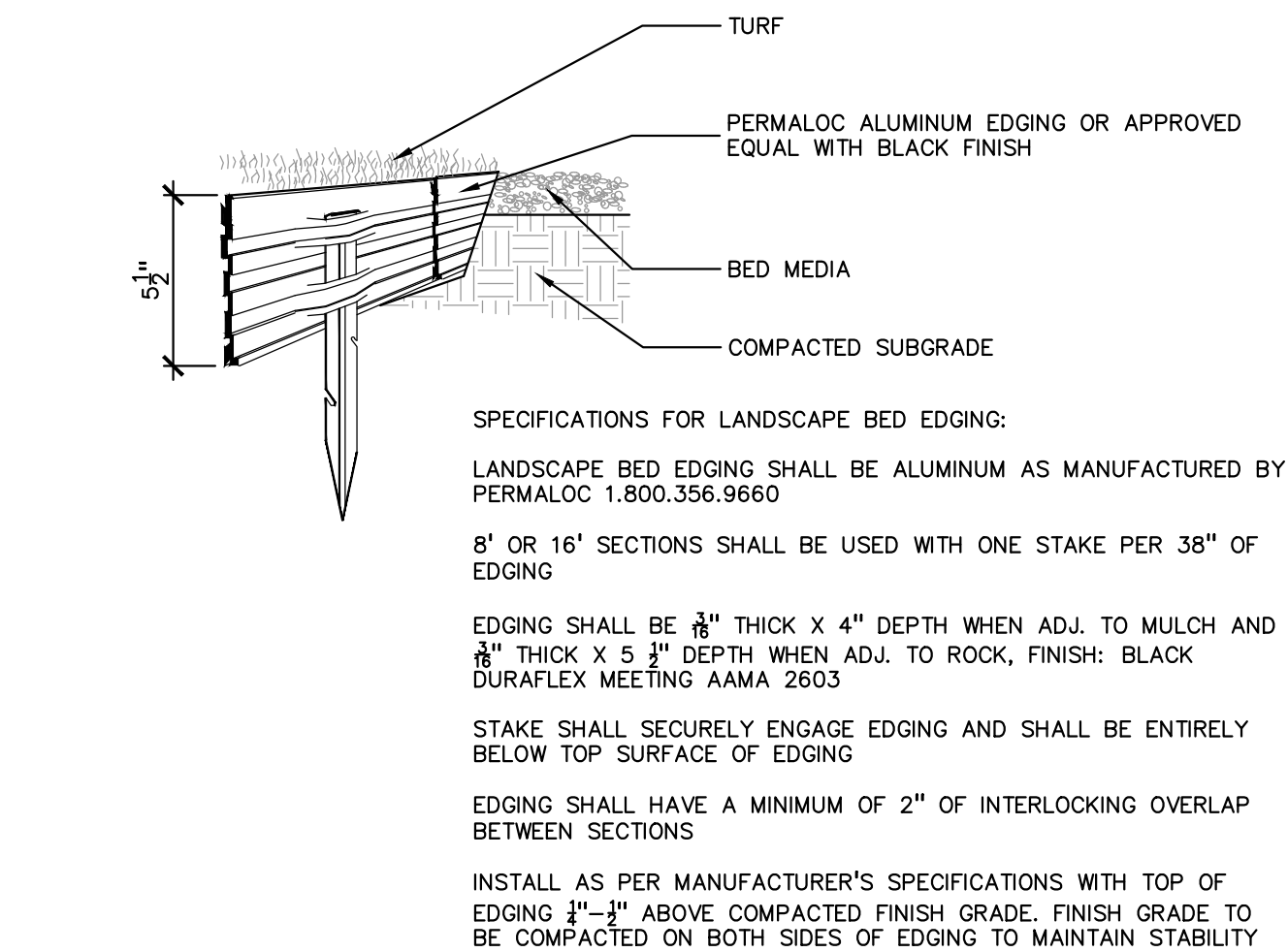
ORIGINAL ISSUE DATE:
JULY 8, 2025

DRAWING TITLE
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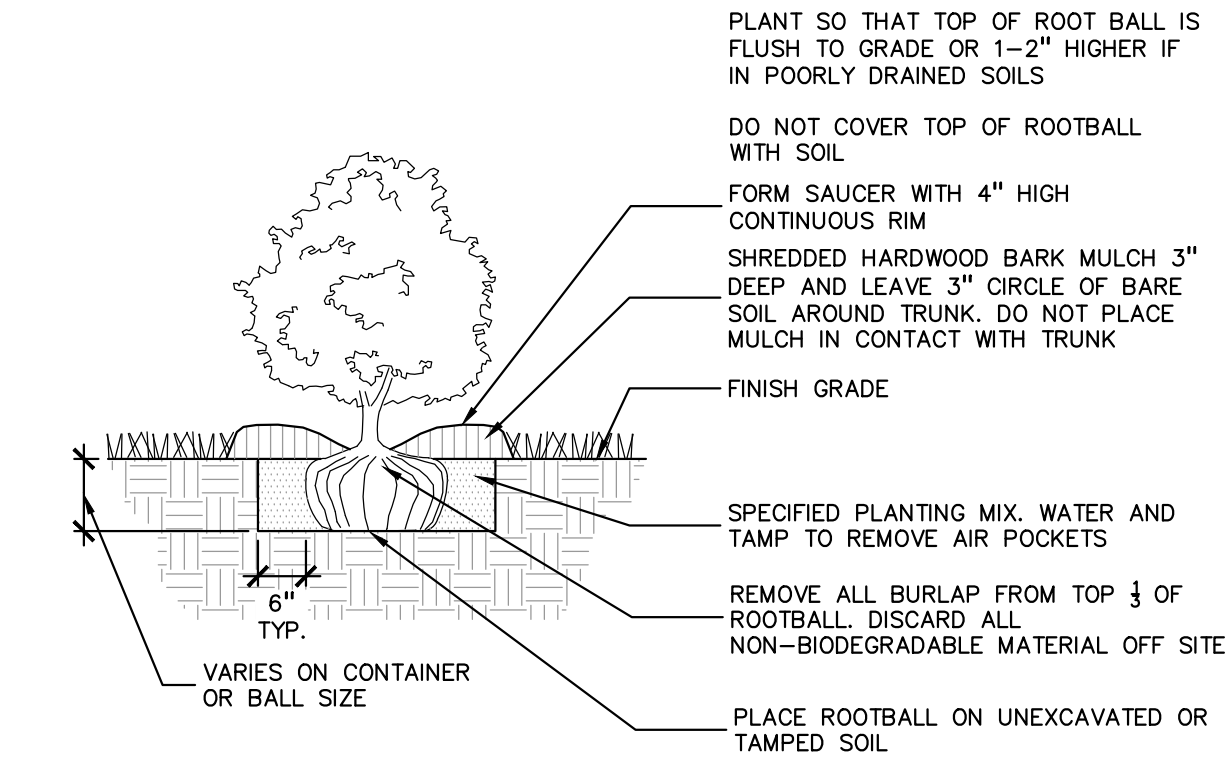
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P.M.	JBT
DN.	
DES.	NB

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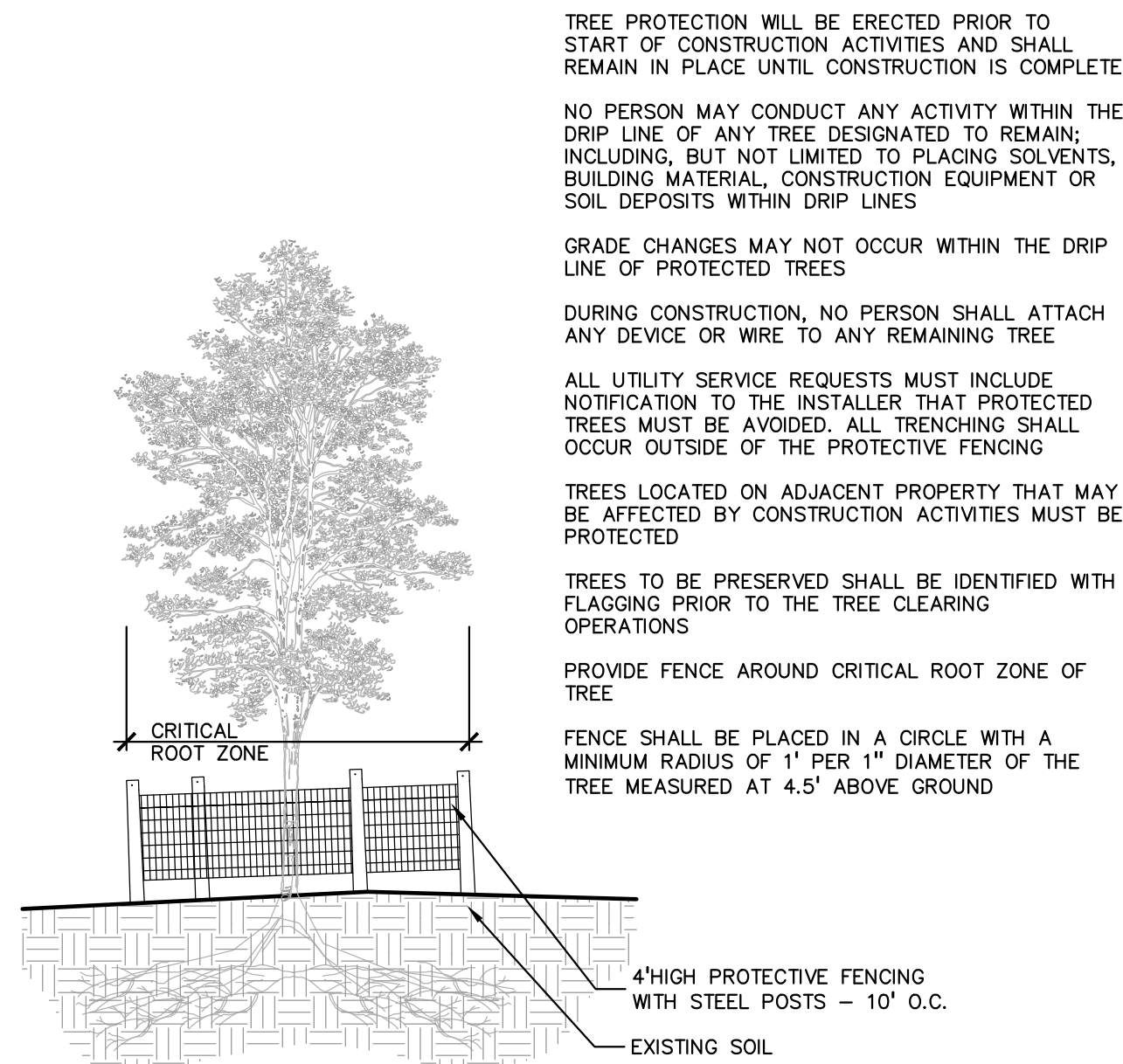
\\pea\h\proj\PROJECTS\2018\2018-300-4516 ROCHESTER ROAD - TROY - JH\WMS\SITE PLANS\L-11 LANDSCAPE DETAILS\18-300.dwg



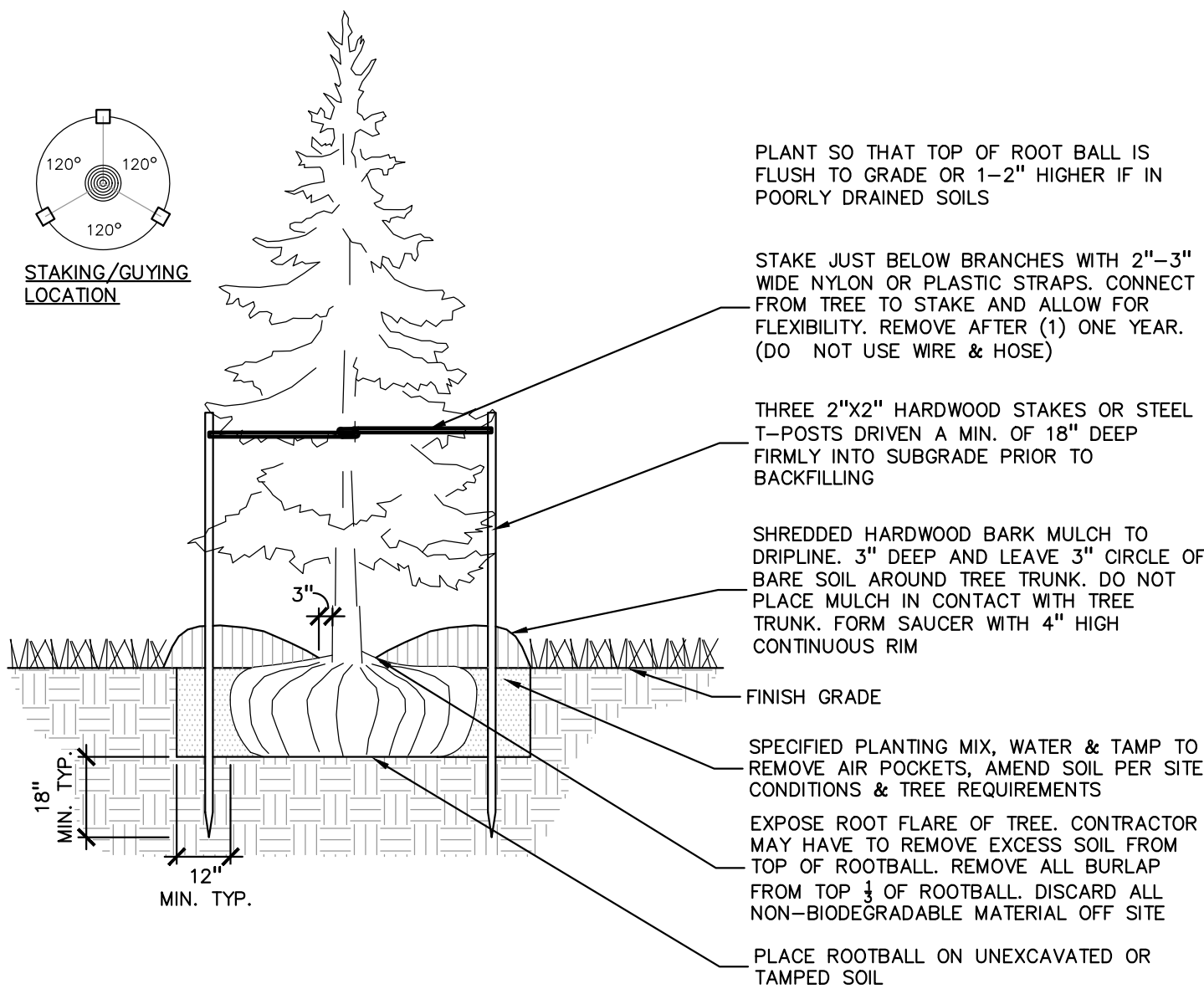
5 ALUMINUM EDGE DETAIL
SCALE: 1/2" = 1'-0"



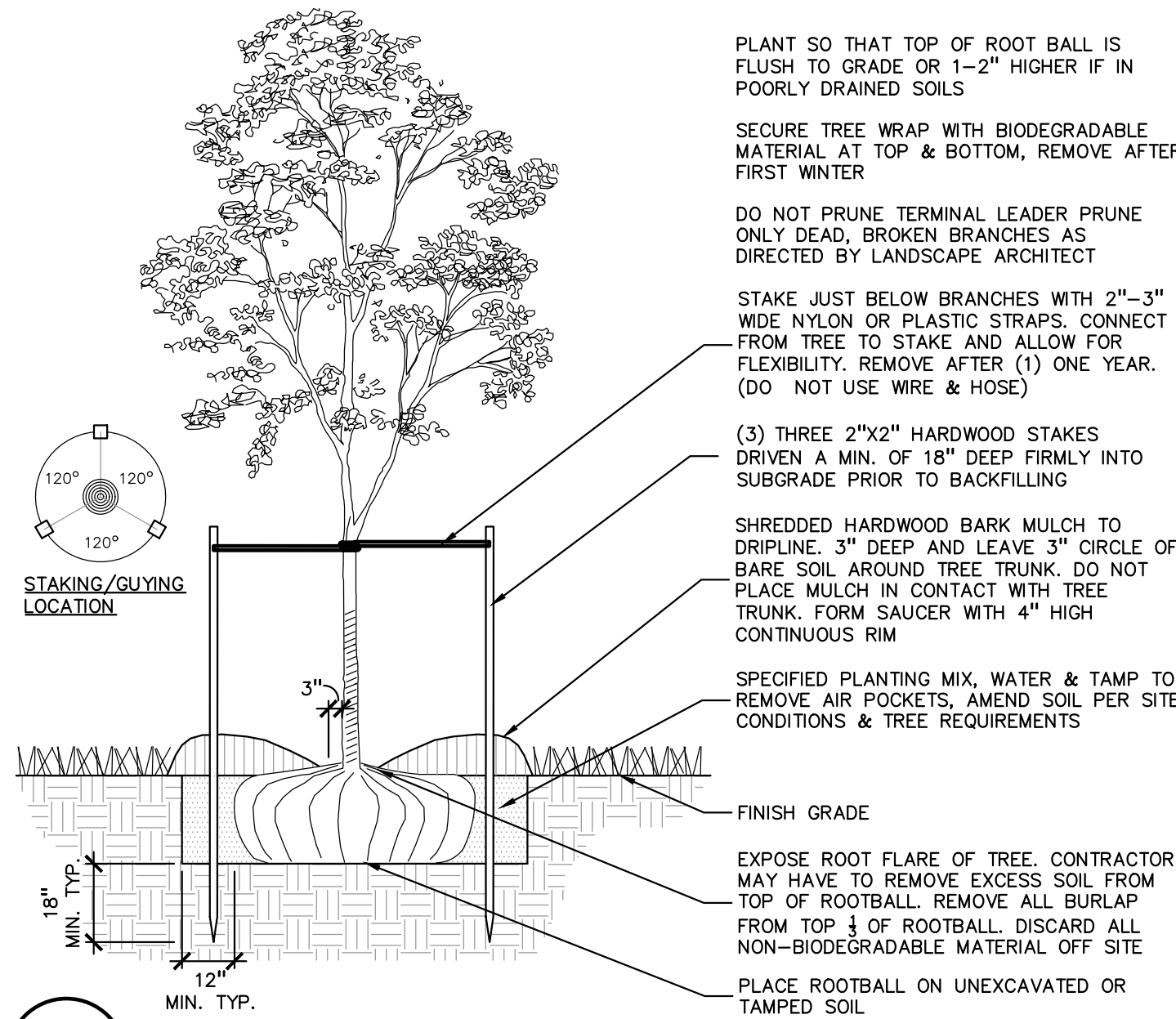
4 SHRUB PLANTING DETAIL
SCALE: 1" = 2'-0"



3 TREE PROTECTION DETAIL
SCALE: 1" = 3'-0"



2 EVERGREEN TREE PLANTING DETAIL
SCALE: 1" = 3'-0"



1 DECIDUOUS TREE PLANTING DETAIL
SCALE: 1" = 3'-0"



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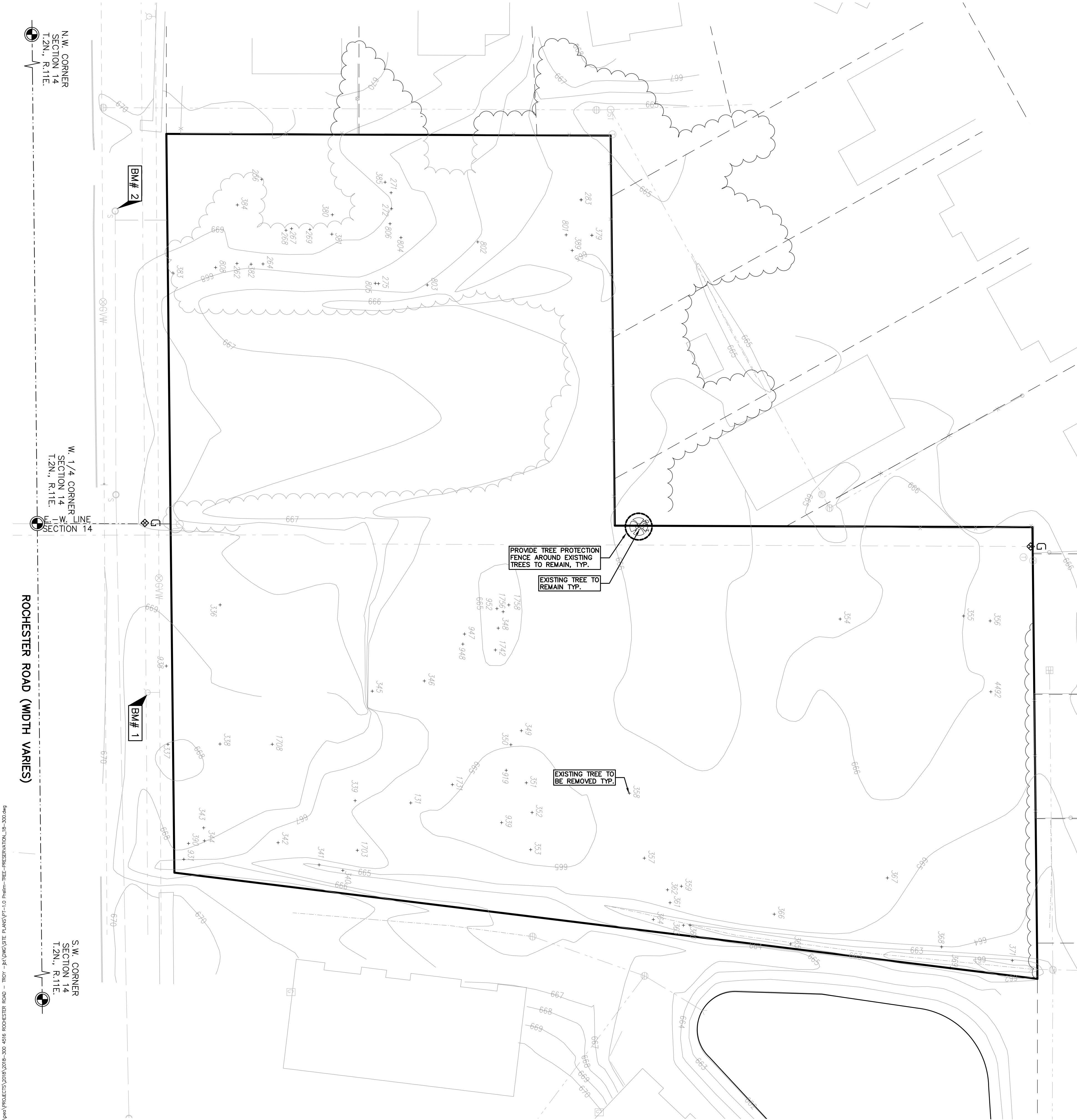
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DRAWING TITLE
LANDSCAPE DETAILS

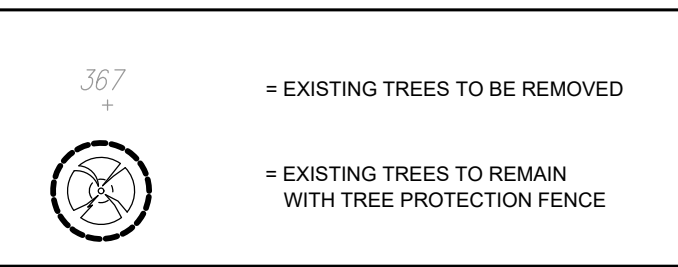
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DES.	NB

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L-1.1



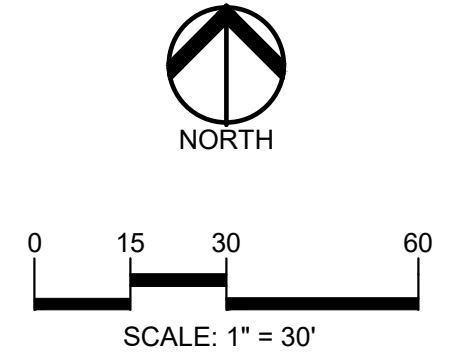
KEY:



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	-



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

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4516-4396 ROCHESTER ROAD
TROY, MICHIGAN

REVISIONS

ORIGINAL ISSUE DATE:
JULY 8, 2025

DRAWING TITLE
**PRELIMINARY
TREE
PRESERVATION
PLAN**

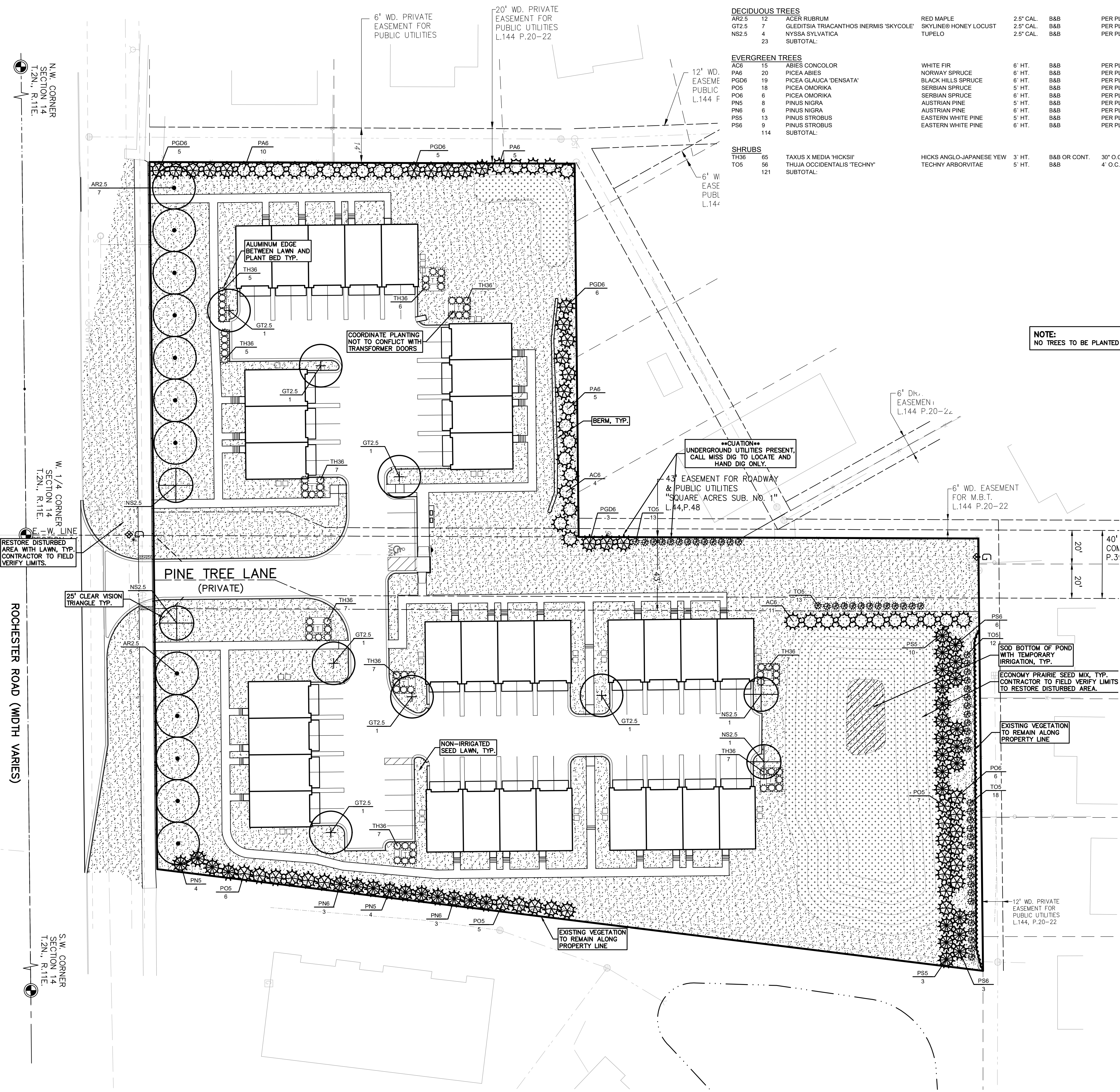
PEA JOB NO.	2018-300
P.M.	JBT
DN.	NB
DES.	NB
DRAWING NUMBER:	

TP-1.0

Exhibit D

Landscaping Plan

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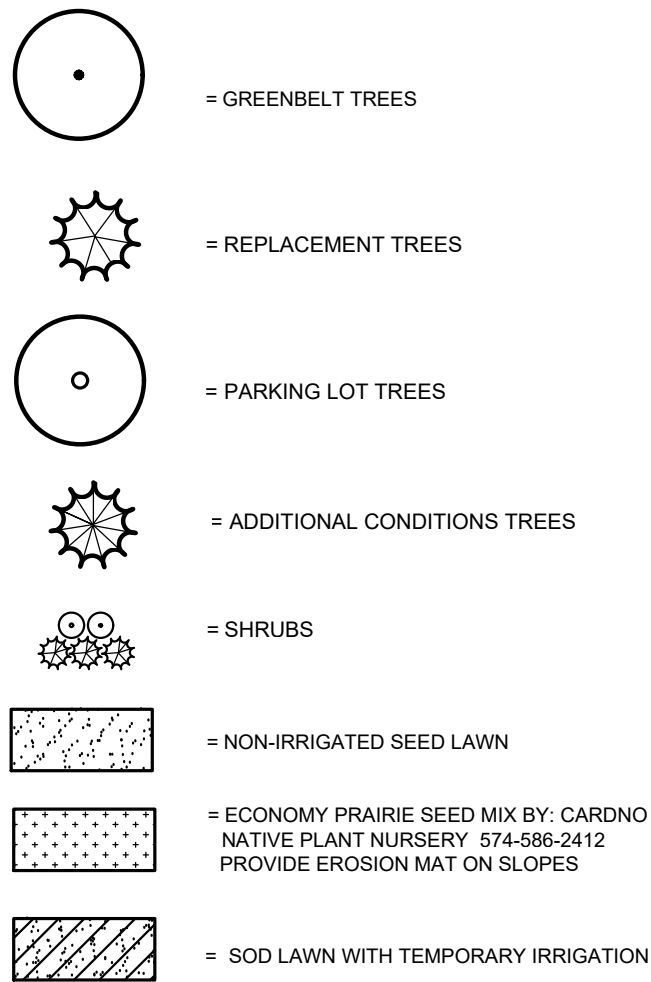


PLANT SCHEDULE

CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER	SPACING	DESIGNATION	REMARKS
DECIDUOUS TREES								
AR2.5	12	ACER RUBRUM	RED MAPLE	2.5" CAL.	B&B	PER PLAN	NATIVE	
GT2.5	7	GLEDTISIA TRIACANTHOS INERMIS 'SKYCOLE'	SKYLINE® HONEY LOCUST	2.5" CAL.	B&B	PER PLAN	NATIVE	
NS2.5	4	NYSSA SYLVATICA	TUPELO	2.5" CAL.	B&B	PER PLAN	NATIVE	
SUBTOTAL:								
EVERGREEN TREES								
AC6	15	ABIES CONCOLOR	WHITE FIR	6' HT.	B&B	PER PLAN	NON-NATIVE	
PA6	20	PICEA ABIES	NORWAY SPRUCE	6' HT.	B&B	PER PLAN	NATIVE	
PGD6	19	PICEA GLAUCA 'DENSATA'	BLACK HILLS SPRUCE	6' HT.	B&B	PER PLAN	NATIVE	
PO6	18	PICEA OMORIKA	SERBIAN SPRUCE	5' HT.	B&B	PER PLAN	NON-NATIVE	
PN6	6	PICEA OMORIKA	SERBIAN SPRUCE	6' HT.	B&B	PER PLAN	NON-NATIVE	
PN6	8	PINUS NIGRA	AUSTRIAN PINE	5' HT.	B&B	PER PLAN	NON-NATIVE	
PN6	6	PINUS NIGRA	AUSTRIAN PINE	6' HT.	B&B	PER PLAN	NON-NATIVE	
PS5	13	PINUS STROBUS	EASTERN WHITE PINE	5' HT.	B&B	PER PLAN	NATIVE	
PS6	9	PINUS STROBUS	EASTERN WHITE PINE	6' HT.	B&B	PER PLAN	NATIVE	
SUBTOTAL:								
SHRUBS								
TH36	65	TAXUS X MEDIA 'HICKSII'	HICKS ANGLO-JAPANESE YEW	3' HT.	B&B OR CONT.	30" O.C.	NON-NATIVE	
TOS	56	THUJA OCCIDENTALIS 'TECHNY'	TECHNY ARBORVITAE	5' HT.	B&B	4" O.C.	NATIVE	
SUBTOTAL:								

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

KEY:



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.

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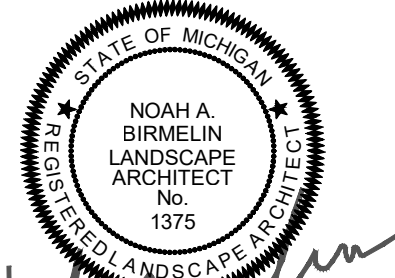
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PEA
GROUP

t: 844.813.2949
www.peagroup.com



0 15 30 60
SCALE: 1" = 30'



CAUTION!!
THE LOCATIONS AND ELEVATIONS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THIS DRAWING ARE ONLY APPROXIMATE. NO GUARANTEE OR OTHER RESPONSIBILITY IS 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

PREMIUM
DEVELOPMENT
GROUP

1052 OAKTREE LANE
BLOOMFIELD HILLS, MICHIGAN

PROJECT TITLE

WESLEY PARK
4516-4396 ROCHESTER ROAD
TROY, MICHIGAN

REVISIONS

CITY REVIEW	COMMENTS	
		10/4/21
		10/19/21
		11/11/21
		12/3/21
		12/13/21
		9/13/21 PZE REPORT COMMENTS
		3/14/22
		4/7/22
		7/18/25
		8/19/25

ORIGINAL ISSUE DATE:
AUGUST 5, 2021

DRAWING TITLE

LANDSCAPE
PLAN

PEA JOB NO. 2018-300

P.M. JBT

DN. KFP

DES. TMK

DRAWING NUMBER:

L-1.0

NOT FOR CONSTRUCTION

GENERAL LANDSCAPING REQUIREMENTS																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																												</
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EXTERIOR PLANTS

1.0 GENERAL

1.1 SUMMARY

1.1.1 Includes But Not Limited To

1. Furnish and install landscaping plants as described in Contract Documents.

1.2 QUALITY ASSURANCE

1.2.1 Plant names indicated, comply with "Standardized Plant Names" as adopted by the latest edition of the American Joint Committee of Horticultural Nomenclature. Names of varieties not listed conform generally with names accepted by the nursery trade. Provide stock true to botanical name and legibly tagged.

1.2.2 Comply with sizing and grading standards of the latest edition of "American Standard for Nursery Stock". A plant shall be dimensioned as it stands in its natural position.

1.2.3 All plants shall be nursery grown under climatic conditions similar to those in the locality of the project for a minimum of two years.

1.2.4 Stock furnished shall be at least the minimum size indicated. Larger stock is acceptable, at no additional charge. Larger plants shall not be cut back to size indicated.

1.2.5 Provide "specimen" plants with a special height, shape, or character of growth. Landscape Subcontractor is to tag specimen trees or shrubs at the source of supply. The Landscape Subcontractor shall inspect all plant material at source prior to Landscape Architect's approval. Landscape Subcontractor shall accompany Landscape Architect on final selection trip. The Landscape Architect will inspect specimen selections for suitability and adaptability to selected location. When specimen plants cannot be purchased locally, provide sufficient photographs of the proposed specimen plants for approval.

1.2.6 Plants may be inspected and approved at the place of growth for compliance with specification requirements for quality, size, and variety.

1.2.7 Approval of plant selection at the place of growth shall not impair the right of inspection and rejection upon delivery at the site or during progress of the work.

1.2.8 Provide percolation testing by filling plant pits with water and monitoring length of time for water to completely percolate into soil. Submit test results to Landscape Architect prior to starting work.

1.2.9 Before proceeding with work, check and verify dimensions and quantities. Report variations between Drawings and site to Landscape Architect before proceeding with work of this section.

1.2.10 Plant totals are for convenience only and are not guaranteed. Vary amounts shown on Drawings. All plantings indicated on Drawings are required unless indicated otherwise.

1.3 SUBMITTALS

1.3.1 Provide and pay for material testing. Testing agency shall be acceptable to the Landscape Architect. Provide the following data:

1. The loss of weight by ignition and moisture absorption capacity shall be tested for peat moss.

1.3.2 Submit the following material samples to Landscape Architect:

1. Peat moss, shredded hardwood bark mulch, planting accessories, pre-emergent herbicides, and plant fertilizers.

1.3.3 Submit the following materials certification to Landscape Architect:

1. Topsoil source and pH value, peat moss, and plant fertilizer.

1.4 DELIVERY, STORAGE, AND HANDLING

1.4.1 Deliver fertilizer materials in original, unopened and undamaged containers showing weight, analysis, and name of manufacturer. Store in manner to prevent wetting and deterioration.

1.4.2 Take all precautions customary in good trade practice in preparing plants for moving. Workmanship that fails to meet the highest standards will be rejected.

1.4.3 Spray deciduous plants in foliage with an approved "Anti-Desiccant" immediately after digging to prevent dehydration.

1.4.4 Dig, pack, transport, and handle plants with care to ensure protection against injury.

1.4.5 Inspection certificates required by law shall accompany each shipment invoice or order to stock on arrival. The certificate shall be filed with the General Contractor's representative.

1.4.6 Protect all plants from drying out. If plants cannot be planted immediately upon delivery, properly protect them with soil, shredded hardwood bark mulch, or in a manner acceptable to the General Contractor's representative.

1.4.7 Water heeled in plantings daily.

1.4.8 No plant shall be bound with rope or wire in a manner that could damage or break the branches.

1.4.9 Cover plants transported on open vehicles with a protective covering to prevent wind burn.

1.4.10 Frozen or muddy topsoil is not acceptable.

1.5 PROJECT CONDITIONS

1.5.1 See Landscape Preparation Section.

1.5.2 Work notification: notify Landscape Architect at least seven working days prior to installation of plant material.

1.5.3 Protect existing utilities, paving, and other facilities from damage caused by landscaping operations.

1.5.4 A complete list of plants, including a schedule of sizes, quantities, and other requirements is shown on the proposal form. In the event that quantity discrepancies or material omissions occur in the proposal form, Subcontractor shall notify the Landscape Architect during the proposal bidding process.

1.5.5 An irrigation system will be installed prior to planting. Locate, protect, and maintain the irrigation system during planting operations. Repair irrigation system components, damaged during planting operations, at the Landscape Subcontractor's expense.

1.5.6 The Landscape Subcontractor shall inspect existing soil conditions in all areas of the site where his operations will take place, prior to the beginning of work. It is the responsibility of the Landscape Subcontractor to notify the General Contractor's representative and the Landscape Architect in writing of any conditions which could affect the survivability of plant material to be installed.

1.6 WARRANTY

1.6.1 See Landscape Maintenance and Warranty Standards.

2.0 PRODUCTS

2.1 MATERIALS

2.1.1 Plants: Provide plants typical of their species or variety; with normal, densely developed branches and vigorous, fibrous root systems. Provide only sound, healthy, vigorous plants free from defects, disfiguring knots, sunscald injuries, frost cracks, abrasions of the bark, plant diseases, insect eggs, borers, and all forms of infestation. All plants shall have a fully developed form without voids and open spaces.

1. Dig balled and burlapped plants with firm, natural balls of earth of sufficient diameter and depth to encompass the fibrous and feeding root system necessary for full recovery of the plant. Provide ball sizes complying with the latest edition of the "American Standard for Nursery Stock". Cracked or mushroomed balls are not acceptable.

2. All trees shall have clay or clay loam balls. Trees with sand balls will be rejected.

3. Provide tree species that mature at heights over 25'-0" with a single, main trunk. Trees that have the main trunk forming a "Y" shape are not acceptable.

4. Plants planted in rows shall be matched in form, (see specimen stock).

5. Plants larger than those specified in the plant list may be used when acceptable to the Landscape Architect.

6. No pruning wounds shall be present with a diameter of more than 1" and such wounds must show vigorous bark on all edges.

7. Evergreen trees shall be unsheared and branched to the ground.

8. Shrubs and small plants shall meet the requirements for spread and height indicated on the drawings.

9. Plant materials shall be subject to approval by the Landscape Architect as to size, health, quality, and character.

10. Bare root trees are not acceptable.

11. Provide plant materials from licensed nursery or grower.

2.1.2 Bare root plants: dug with adequate fibrous roots, to be covered with a uniformly thick coating of mud by being puddled immediately after they are dug or packed in moist straw or peat moss.

2.1.3 Container grown stock: grown in a container for sufficient length of time for the root system to have developed to hold its soil together, firm, and whole.

1. No plants shall be loose in the container.

2. Container stock shall not be root bound.

3. Single stemmed or thin plants will not be accepted.

4. Side branches shall be generous, well twigged, and the plant as a whole well bushed to the ground.

5. Plants shall be in a moist, vigorous condition, free from dead wood, bruises or other root or branch injuries.

2.1.4 Collected stock consists of plants growing under natural conditions in soils and climate as exist at location to be planted, in locations lending themselves to proper collecting practices. Root system (balls) to be at least twenty-five (25%) percent larger than specified for nursery grown material.

2.1.5 Specimen stock: all specimen designated plantings are to be nursery grown, fully developed, excellent quality, and typical example of the species. Plants designated to be planted in rows must be matched, symmetrical, and uniform in height, spread, caliper, and branching density.

1. Matched plantings should be obtained from the same nursery and, preferably, from the same row or line. All specimen material will be approved by the Landscape Architect at nursery.

2.1.6 Topsoil for planting mix: fertile, friable, natural topsoil of loamy character, without admixture of subsoil material, obtained from a well drained arable site, reasonably free from clay, lumps, coarse sands, stones, plants, roots, sticks, and other foreign materials with acidity range of between pH 6.0-6.8 for ericaceous plants.

2.1.7 Peat moss: brown to black in color, weed and seed free granulated raw peat.

1. Provide ASTM D2607 sphagnum peat moss with a pH below 6.0 for ericaceous plants.

2.1.8 Planting mixture Type A - trees: standard planting backfill shall be a mixture of ½ native soil (excavated from plant pits), ¼ topsoil, and ¼ sand. Add fertilizer Type "A" and "B" to planting mixture per manufacturer's requirements. Follow planting details.

2.1.9 Planting mixture Type B for perennial flowers, groundcover beds, and ericaceous plants: planting backfill shall be a mixture of 1/3 screened topsoil, 1/3 sand and 1/3 peat. All existing soil shall be excavated and removed. Adding fertilizer types "A" and "B" to mixture per manufacturer's requirements. Follow planting details.

2.1.10 Planting mixture Type C for annual flower beds: same as Type "B". Submit a sample to the Landscape Architect for approval prior to installation.

2.1.11 Planting mixture Type D for Bioretention Soil Mix, for use with shrubs and perennials in a bioswale, rain garden or bioretention area. Planting backfill shall be a mixture of 50%-60% coarse sand, 25%-35% screened topsoil, and 10-15% Compost by volume. The following criteria for bioretention soil mix shall be provided:

1. Maximum clay content: 15%
2. Clay and silt content: 25%-40%
3. Nutrient content: 15-30 mg/kg
4. Hydraulic Conductivity: 1-4 inches per hour
5. Organic Matter Content: 2%-5%

Adding fertilizer to mixture per manufacturer's requirements and soil testing recommendations. Follow detail for installation. Submit a sample and testing results to the Landscape Architect for approval prior to installation.

2.1.12 Planting mixture Type E for Planter Soil Mix, Metro Mix 900 in 3 cubic foot bags or approved equal.

2.1.13 Plant fertilizer Type A to be "Drimanure" applied per manufacturer recommendations.

2.1.14 Plant fertilizer Type B to be "14-14-14". Apply per manufacturer recommendations.

2.1.15 Bone Meal - 5 lbs. per cubic yard of soil mixes.

2.1.16 Lime to be ground dolomitic limestone, ninety-five percent (95%) passing through #100 mesh screen. Use to adjust soil pH only under direction of Landscape Architect.

2.1.17 Sand to be clean, coarse, ungraded conforming to ASTM-C-3 for fine aggregates.

2.1.18 Anti-Desiccant: protective film emulsion providing a protective film over plant surfaces; permeable to permit transpiration. Mixed and applied in accordance with Manufacturer's instructions.

2.1.19 Shredded bark mulch shall be double processed, dark shredded hardwood bark that is clean, free of debris and sticks. Materials shall be uniform in size, shape, and texture. Submit samples to Landscape Architect for approval prior to installation. Install mulch to finish grade, level smooth, without ridges, humps, or depressions.

2.1.20 Water: free of substances harmful to plant growth. Hoses or other methods of transportation shall be furnished by Sub Contractor.

2.1.21 Stakes for staking (3) Three Hardwood, 2" x 2" x 8'-0" long. Driven a min. of 18" deep firmly into subgrade prior to backfilling. Stakes for guying: Hardwood, 2" x 2" x 36" long.

2.1.22 Guying/staking material: With 2"-3" wide fabric straps, connect from tree to stake. Remove after (1) year, allow for flexibility (do not use wire & hose).

2.1.23 Tree wrap: standard waterproofed tree wrapping paper, 2-1/2" wide, made of 2 layers of crepe kraft paper weighing not less than 30 lbs. per ream, cemented together with asphalt. Secure tree wrap with biodegradable material at top and bottom. Remove after first winter.

2.1.21 Twine: two-ply jute material.

2.2 MEASUREMENTS

2.2.1 Measure height and spread of specimen plant materials with branches in their normal positions as indicated on Drawings or Plant List.

2.2.2 The measurements for height shall be taken from the ground level to the average height of the top of the plant and not the longest branch.

2.2.3 Measurement should be average of plant, not greatest diameter. For example, plant measuring 15 inches in widest direction and 9 inches in narrowest direction would be classified as 12 inch stock.

2.2.4 Plants properly trimmed and transplanted should measure same in every direction.

2.2.5 Measure caliper of trees 6 inches above surface of ground.

2.2.6 Where caliper or other dimensions of plant materials are omitted from Plant List, plant materials shall be normal stock for type listed.

2.2.7 Plant materials larger than those specified may be supplied, with prior written approval of Landscape Architect, and:

1. If complying with Contract Document requirements in all other respects.
2. If at no additional cost to Owner.
3. If sizes of roots or balls are increased proportionately.

2.2.8 The height of the trees, specified by height, measured from the crown of the roots to the top of the top branch, shall not be less than the minimum size designated on the drawings.

3.0 EXECUTION

3.1 INSPECTION

3.1.1 Landscape Architect or General Contractor's representative must approve proposed planting areas and conditions of installation. Do not start planting work until unsatisfactory conditions are corrected.

3.1.2 Individual plant locations shall be staked on the project site by the Landscape Contractor and approved by the Landscape Architect before any planting pits are dug. The Landscape Architect reserves the right to adjust plant material locations to meet field conditions, without additional cost to the General Contractor / Owner.

3.1.3 Accurately stake plant material according to the Drawings. Stakes shall be above grade, painted a bright color, and labeled with the name of the plant material to be installed at that location.

3.2 TIME OF PLANTING

3.2.1 Evergreen material: Plant Evergreen materials between September 1 and October 15 or in spring before new growth begins. If project requirements require planting at other times, plants shall be sprayed with anti-desiccant prior to planting operations.

3.2.2 Deciduous material: Plant deciduous materials in a dormant condition. If deciduous trees are planted in leaf, they shall be sprayed with anti-desiccant prior to planting operation.

3.2.3 Planting times other than those indicated must be acceptable to the Landscape Architect.

3.3 PREPARATION

3.3.1 General: See Landscape Preparation Section

3.3.2 Vegetation Removal

1. Strip existing grass and weeds, including roots from all bed areas leaving the soil surface one (1") inch below finish grade.
2. Herbicide: as required to prepare area for new planting applied to all ground cover, evergreen and shrubby beds and all mulch areas before application of preemergence herbicide, per

manufacturer's recommendations. Clean area of all dead material after five (5) days.

3. Pre-Emergence Herbicide: applied per manufacturer recommendations to same area where "Herbicide" has been applied and to planting bed areas, after area is cleared of dead vegetation.

4. Herbicides to be applied by licensed applicator as required by the State.

5. Excavate circular plant pits with vertical sides, except for plants specifically indicated to be planted in beds. Provide plant pits per planting details. Depth of pit shall accommodate the root system. Scarify the bottom of the pit to a depth of 6".

6. Roughen sides of excavations.

7. Provide premixed planting mixture Type "A" for use around the balls and roots of all deciduous and evergreen tree plantings.

3.3.3 Percolation Testing of Plant Beds

Provide percolation testing by filling plant pits with water and monitoring length of time for water to completely percolate into soil. Submit test results to Landscape Architect prior to starting work.

1. Dig a hole at least 12" in diameter by 12" in depth, with straight sides, in excavated plant beds.
2. Fill hole with water and let it sit overnight.
3. Refill hole the next day.
4. Measure the water level by laying a straight edge across the top of the hole, then use a tape measure or yardstick to determine the water level. Continue to measure the water level every hour until the hole is empty, noting the number of inches the water level drops per hour.

Any test holes with a rate of 1" or less an hour is considered to slow and recommendations to remedy issue shall be provided to Architect and Owner.

3.3.4 Ground Cover Beds, Perennial Flower Beds, and Ericaceous Plant Beds

1. Excavate existing soil to 12" depth over entire bed area and remove soil from site. Scarify bottom of bed to a 4" depth. Set plants according to drawings and backfill entire bed with premixed planting mixture Type "B". Ground Cover shall be planted after bed has been backfilled with plant mix and mulched. Plant ground cover through mulch and into plant mix.

3.3.5 Mass Shrub Beds / Hedge Beds:

1. Excavate existing soil to 18" depth over entire bed area and remove soil from site. Scarify bottom of the bed to a 4" depth. Set plants according to drawings and Specifications. Backfill entire bed with (premixed) specified planting mixture Type "A".

3.3.6 Annual Flower Beds:

1. Excavate existing soil to 8" depth over entire bed area and remove soil from site. Scarify bottom of bed to a 4" depth. Backfill entire bed to an 8" depth with premixed planting mixture Type "B".

3.4 INSTALLATION

3.4.1 Planting shall be performed only by experienced workman familiar with planting procedures under the supervision of a qualified supervisor.

3.4.2 Planting pits shall be round, with vertical sides and flat bottoms, and sized in accordance with outlines and dimensions shown on the planting details.

3.4.3 See drawings for planting details.

3.4.4 If obstructions are encountered that are not indicated, do not proceed with planting operations until alternative plant locations have been selected and approved in writing by the Landscape Architect. Where location or spacing dimensions are not clearly shown, request clarification by the Landscape Architect.

3.4.5 Set plant material in the planting pit to proper grade and alignment.

1. Set plants upright, plumb, and faced to give the best appearance or relationship to each other or adjacent structure.

2. Set plant material so it is flush to finish grade after settling, or 1-2" higher in poorly drained soil, or as directed by Landscape Architect.

3. No flitting will be permitted around the trunks or stems.

4. Do not cover top of root ball with soil.

5. Backfill pit with planting mixture. Do not use frozen or muddy mixtures for backfilling.

6. Form a ring of soil around the edge of the planting pit to retain water.

3.4.6 After balled and burlapped plants are set, tamp planting mixture around of balls and fill all voids and remove air pockets.

3.4.7 Remove all burlap, ropes, and wires from top 1/3 of balls.

3.4.8 Space ground cover plants in accordance with indicated dimensions. Adjust spacing as necessary to evenly fill planting bed with indicated quantity of plants. Plant to within 12" of trunks and shrubs and to within 6" of planting bed.

3.4.9 Spread and arrange roots of bare rooted plants in their natural position. Work in planting mixture. Do not mat roots together. Cut all broken and frayed roots before installing planting mixture.

3.4.10 Water immediately after planting.

3.4.11 Apply pre-emergent herbicide to bed areas per manufacturer's recommendations before mulching.

3.5 MULCHING

3.5.1 Mulch trees and shrub planting pits and shrub beds with shredded hardwood bark mulch 3" deep to dipline immediately after planting. Leave 3" circle of bare soil around tree trunk. Thoroughly water mulched areas. After watering, rake mulch to provide a uniform finished surface.

3.5.2 Mulch shall not be placed in contact with trunks or stems.

3.5.3 Mulch ground cover beds with shredded bark mulch 2" to 3" deep prior to planting.

3.5.4 Plant ground cover through mulch.

3.6 WRAPPING, GUYING, AND STAKING

3.6.1 Inspect trees for injury to trunks, evidence of insect infestation and improper pruning before wrapping.

3.6.2 Wrap trunks of all trees spirally from bottom to top with specified tree wrap and secure in place.

3.6.3 Stake deciduous trees under 4" caliper. Stake evergreen trees under 6'-0" tall and over with metal fence post, three (3)per tree.

3.6.4 Stake/guy all trees immediately after installation. When high winds or other conditions which may effect tree survival or appearance occur during the warranty period, the Sub-Contractor shall immediately repair the staking/guying.

3.6.5 Guy deciduous trees 4" caliper and over. Stake evergreen trees 6'-0" tall and over with metal fence post, three (3) per tree.

3.6.6 All work shall be acceptable to the Landscape Architect/Owner's representative.

3.7 PRUNING

3.7.1 Remove or cut back broken, damaged, and unsymmetrical growth of new wood.

3.7.2 Multiple leader plants: preserve the leader which will best promote the symmetry of the plant. Do not prune terminal leader. Cut branches flush with the trunk of the main branch, at a point beyond a lateral shoot or bud a distance of not less than ½ the diameter of the supporting branch. Make cut on an angle.

3.7.3 Prune evergreens only to remove broken or damaged branches.

3.8 MAINTENANCE

3.8.1 See Landscape Maintenance and Warranty Standards.

3.9 CLEANING

3.9.1 Perform cleaning during installation of the work and upon completion of the work. Remove from all site excess materials, soil, debris, and equipment. Repair damage resulting from planting operations.

END OF SECTION

LANDSCAPE MAINTENANCE AND WARRANTY STANDARDS

1.0 GENERAL

1.1 SUMMARY

1.1.1 Includes But Not Limited To

1. Provide maintenance for new landscaping as described in Contract Documents.

2. The requirements of the Section include a one (1) year warranty period from date of acceptance of installation performed by the General Contractor's Representative and Landscape Architect.

2.0 PRODUCTS - Not Used

3.0 EXECUTION

3.1 PERFORMANCE

3.1.1 Acceptance of Installation

1. At the completion of all landscape installation, or pre-approved portions thereof, the Landscape Contractor's Representative shall request an inspection for Acceptance of Installation in which the Landscape Subcontractor, Landscape Architect, and General Contractor's Representative shall be present.

a. Following the acceptance inspection a punch list will be issued by the Landscape Architect.

b. Upon completion of all punch list items, the Landscape Architect and/or General Contractor's Representative shall request the project and issue a written statement of Acceptance of Installation and establish the beginning of the Project Warranty Period.

c. At the time of acceptance all plant material shall be of vigorous health and planting bed and mulch rings are weed free.

d. It is the responsibility of the Landscape Subcontractor to make the written request for inspection of installation in a timely fashion.

e. If there is plant material loss prior to the Landscape Subcontractor's written request for inspection of installation, the Landscape Contractor shall make all replacements of this dead material at no additional cost. These replacements are not considered to be the required one (1) replacement of dead plant material by the Landscape Subcontractor during the one (1) year project warranty period, as outlined below.

2. Landscape work may be inspected for acceptance in parts agreeable to the General Contractor's Representative and Landscape Architect provided work offered for inspection is complete, including maintenance as required.

3. For work to be inspected for partial acceptance, the Landscape Subcontractor shall provide a drawing outlining work completed and supply a written statement requesting acceptance of this work completed to date.

3.1.2 Project Warranty

1. The Project Warranty Period begins upon written preliminary acceptance of the project installation by the Landscape Architect and General Contractor's representative.

2. The Landscape Subcontractor shall guarantee trees, shrubs, ground cover beds and seeded or sodded areas through construction and for a period of one (1) year after date of Acceptance of Installation against defects including death and unsatisfactory growth, except for defects resulting from neglect, abuse or damage by others or unusual phenomena or incidents which are beyond Landscape Subcontractor's control.

3.1.3 Maintenance During One (1) Year Project Warranty

1. To insure guarantee standards, the following maintenance procedures for trees, shrubs, and ground covers shall be executed during construction and for the full Project Warranty Periods.

a. Landscape Subcontractor shall be responsible for only one (1) replacement of any plant materials during the one (1) year Project Warranty Period. These include those which are dead or in the opinion of the Landscape Architect are in an unhealthy or unsightly condition, or having lost natural shape, resulting from dieback, excessive pruning, or inadequate or improper maintenance as part of the guarantee.

b. Prior to any replacements, Landscape Subcontractor shall review individual plants in question with Landscape Architect to determine reason for plant demise.

c. Maintain plantings by pruning, cultivating, watering, weeding, fertilizing, mulching, restoring planting saucers, adjusting and repairing tree-stabilization devices, resetting to proper grades or vertical position, and performing other operations as required to establish healthy, viable plantings.

d. Fill in, as necessary, soil subsidence that may occur because of settling or other processes. Replace mulch materials damaged or lost in areas of subsidence.

e. Apply treatments as required to keep plant materials, planted areas, and soils free of pests and pathogens or diseases. Use integrated pest management practices when possible to minimize use of pesticides and reduce hazards. Treatments include physical controls such as hosing off foliage, mechanical controls such as traps, and biological control agents.

f. The contractor will be responsible for irrigation system operation, watering schedules, watering amounts and general monitoring of irrigation system throughout construction, maintenance, and warranty period. Over watering or lack of water from the irrigation system is the responsibility of the landscape contractor and any required replacements at the cost of the contractor and not part of the warranty replacement.

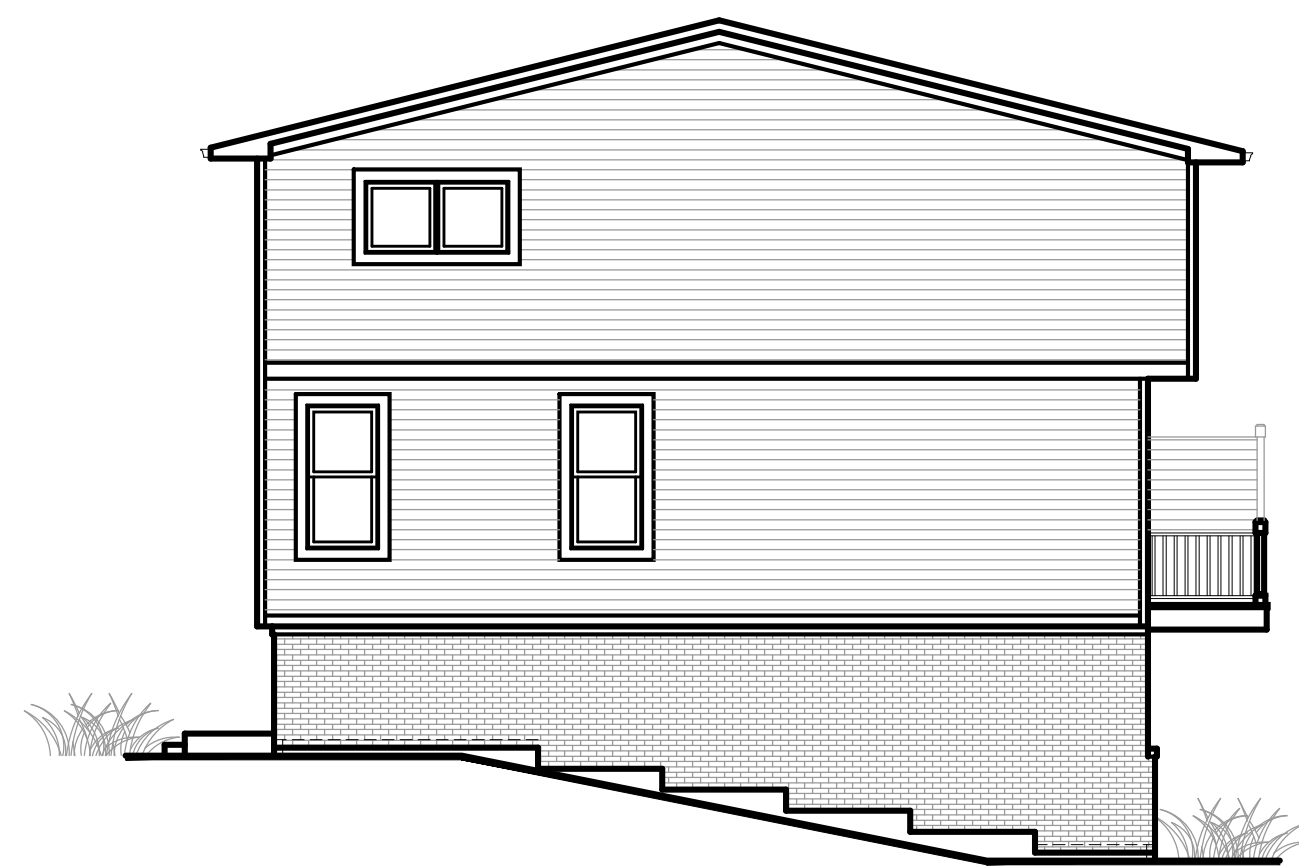
2. Re

Exhibit E

Building Elevations



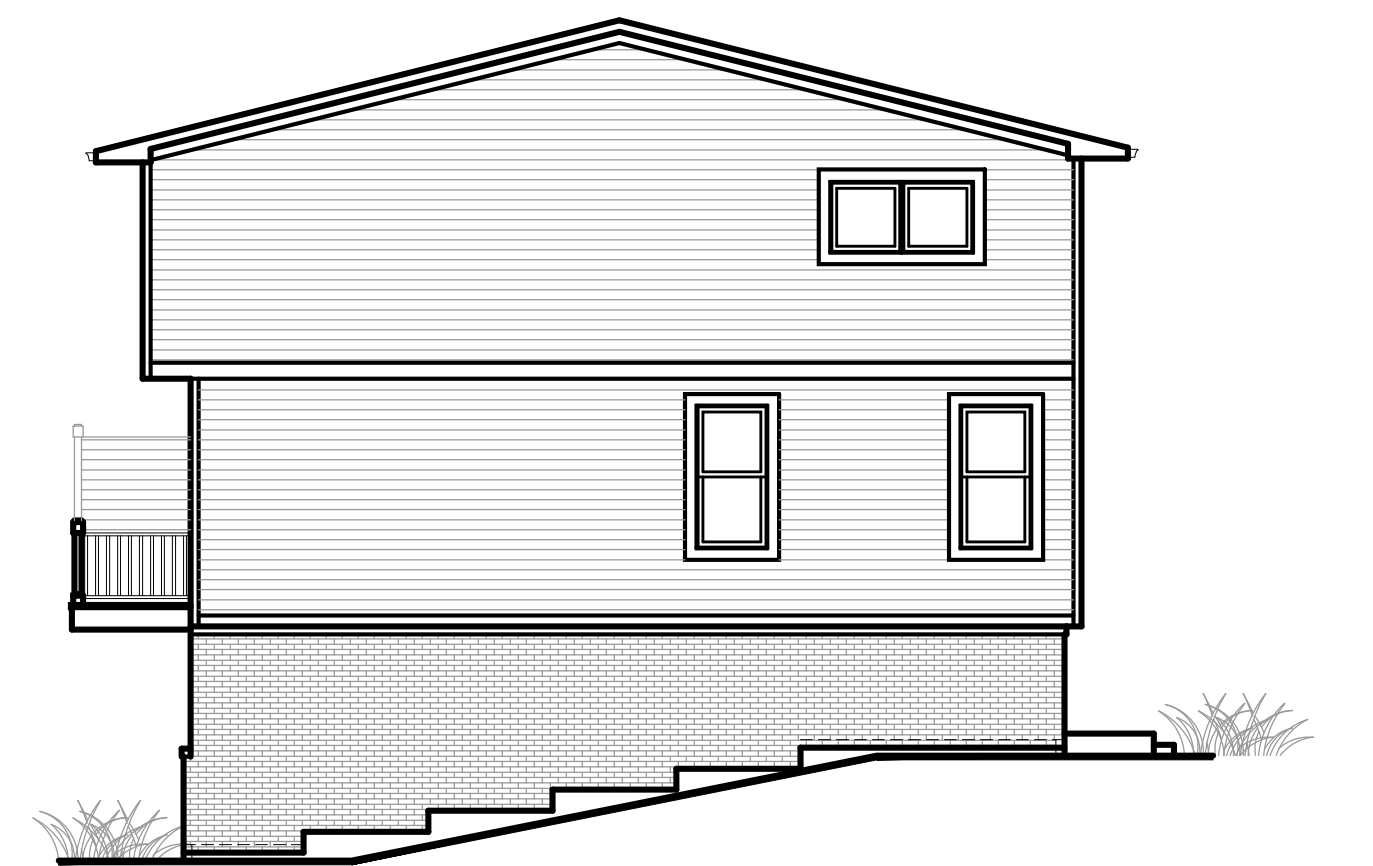
**3 UNIT ASSEMBLY
FRONT ELEVATION**



RIGHT SIDE ELEVATION



REAR ELEVATION



LEFT SIDE ELEVATION

Elevations

Wesley Park



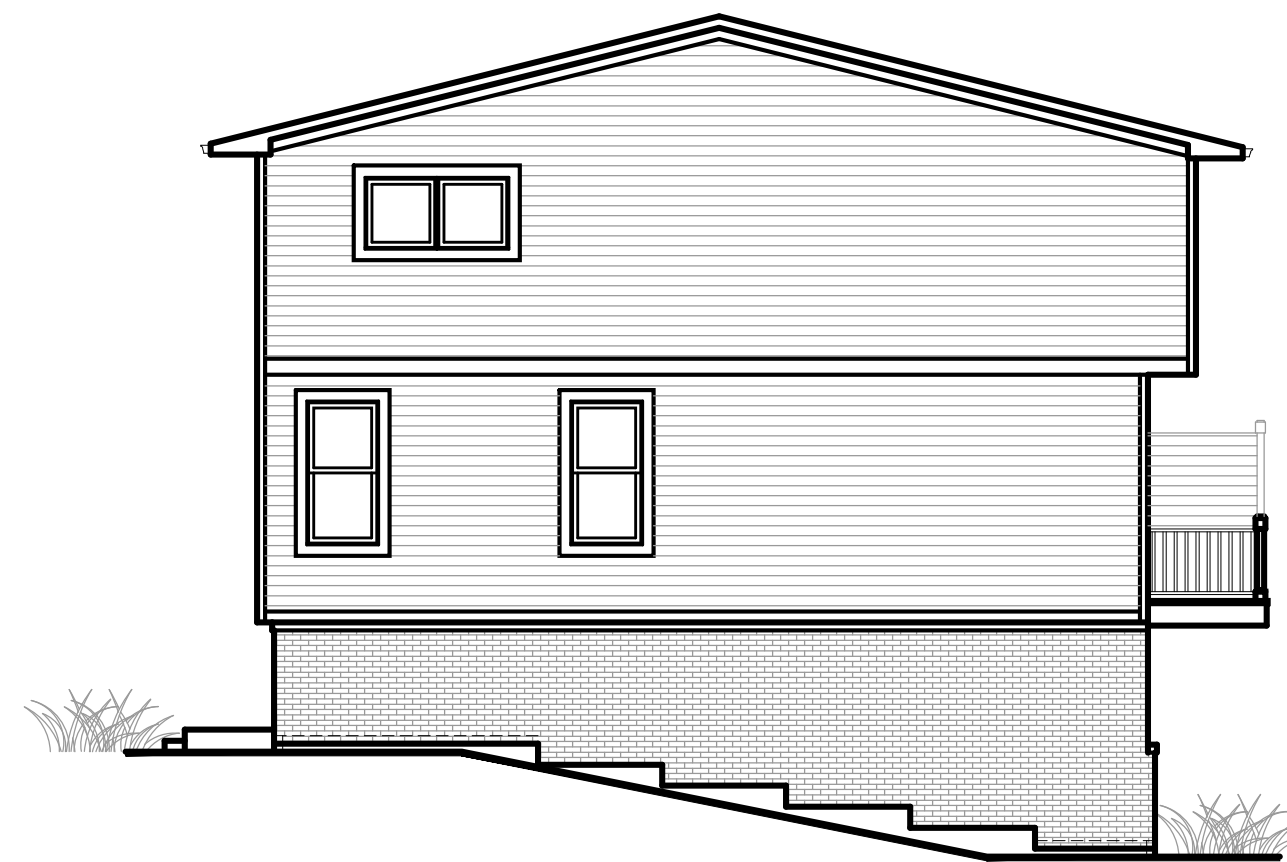
June 27, 2025

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Typical 3 Unit Assembly



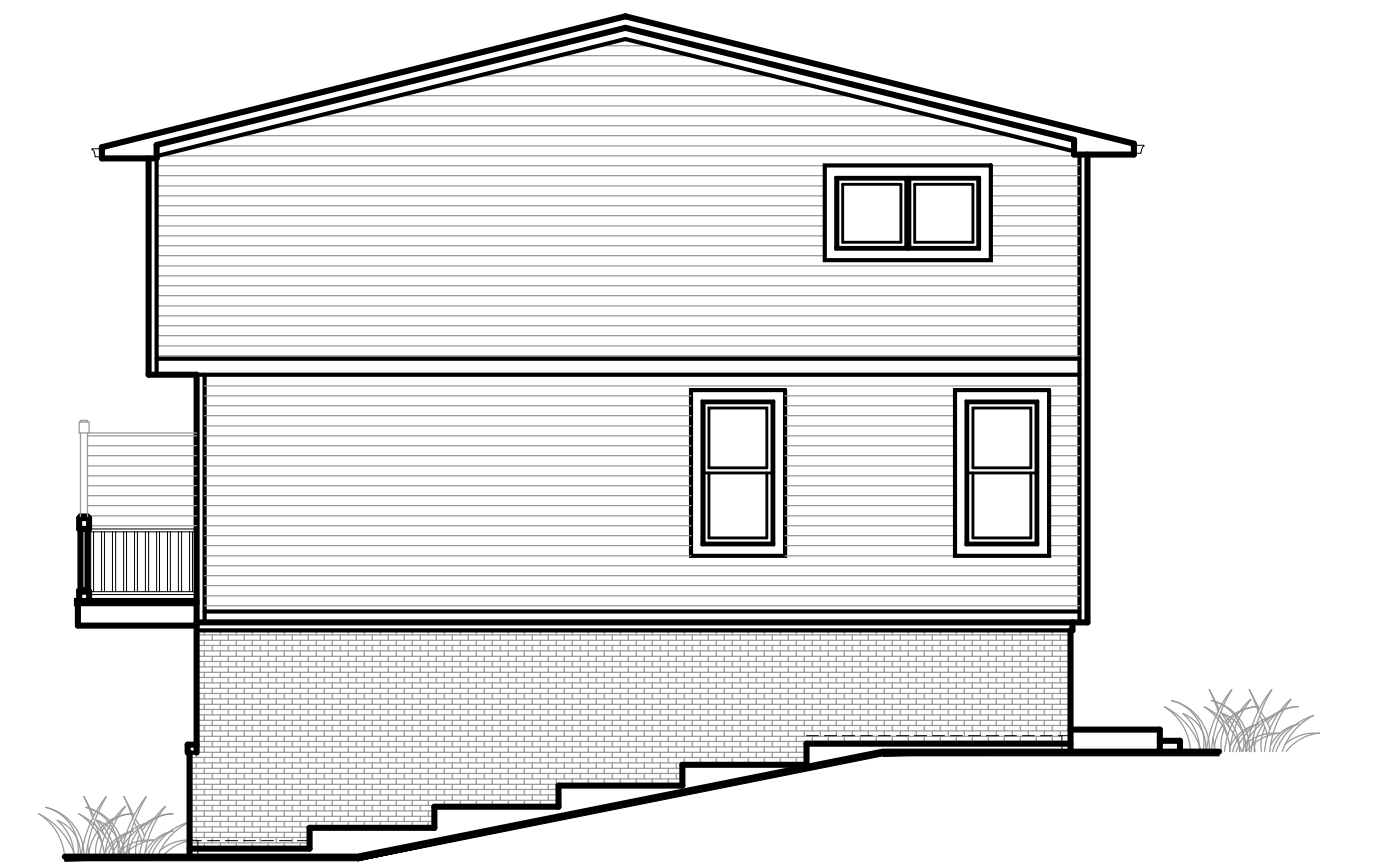
**4 UNIT ASSEMBLY
FRONT ELEVATION**



RIGHT SIDE ELEVATION



REAR ELEVATION



LEFT SIDE ELEVATION

Elevations

Wesley Park

June 27, 2025



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Typical 4 Unit Assembly



**5 UNIT ASSEMBLY
FRONT ELEVATION**



RIGHT SIDE ELEVATION



REAR ELEVATION



LEFT SIDE ELEVATION

Elevations

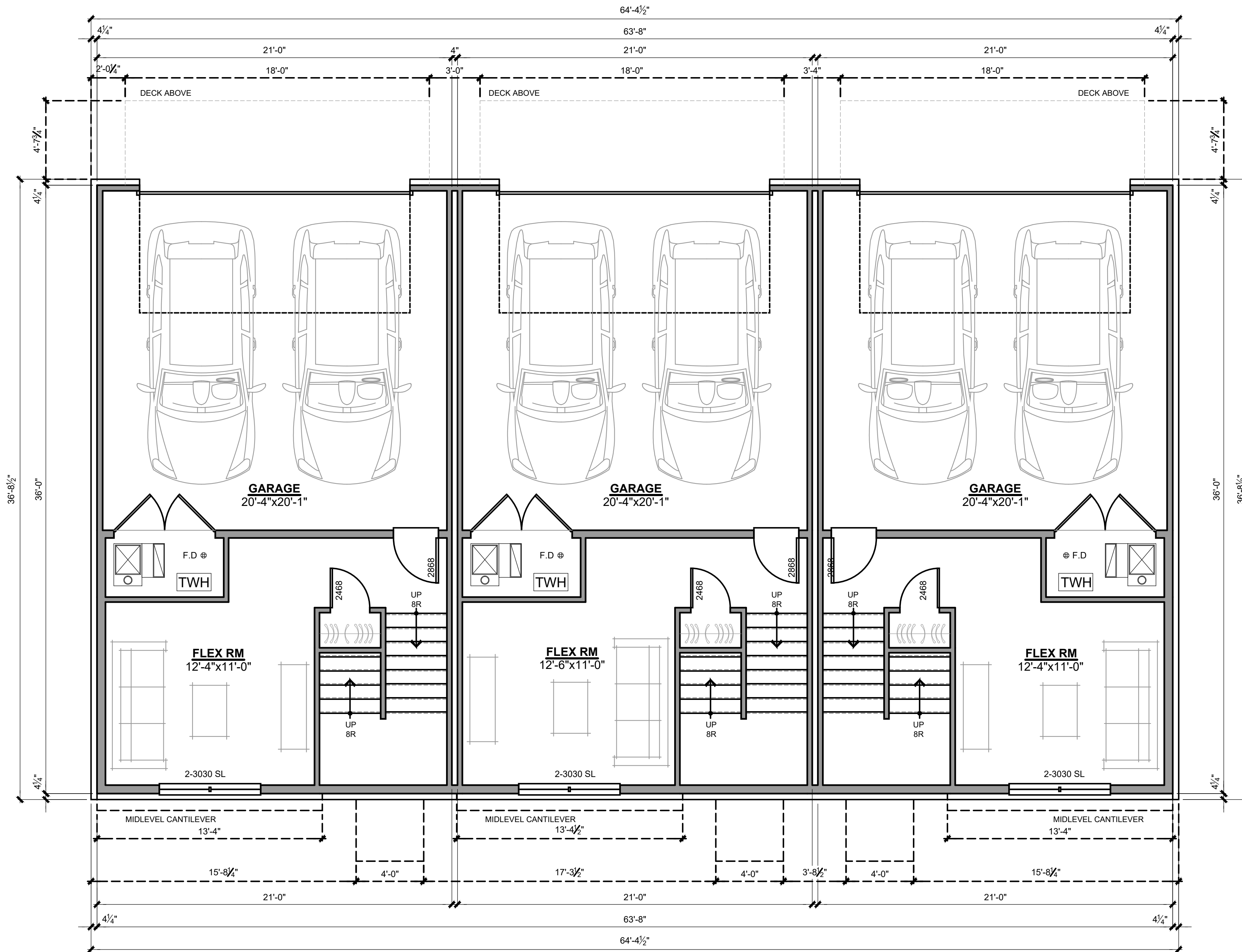
Wesley Park

June 27, 2025



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Typical 5 Unit Assembly



**UNIT A
LOWER LEVEL**

SCALE: 1/4" = 1'-0"
340 SQ.FT

**UNIT B
LOWER LEVEL**

SCALE: 1/4" = 1'-0"
335 SQ.FT

**UNIT A
LOWER LEVEL**

SCALE: 1/4" = 1'-0"
340 SQ.FT

Square Footages: - Unit A

Lower Level	340 Sq.Ft
First Floor Level	770 Sq.Ft
Second Floor Level	728 Sq.Ft
Total:	1838 Sq.Ft

Square Footages: - Unit B

Lower Level	335 Sq.Ft
First Floor Level	770 Sq.Ft
Second Floor Level	728 Sq.Ft
Total:	1833 Sq.Ft

Lower Level Floor Plans

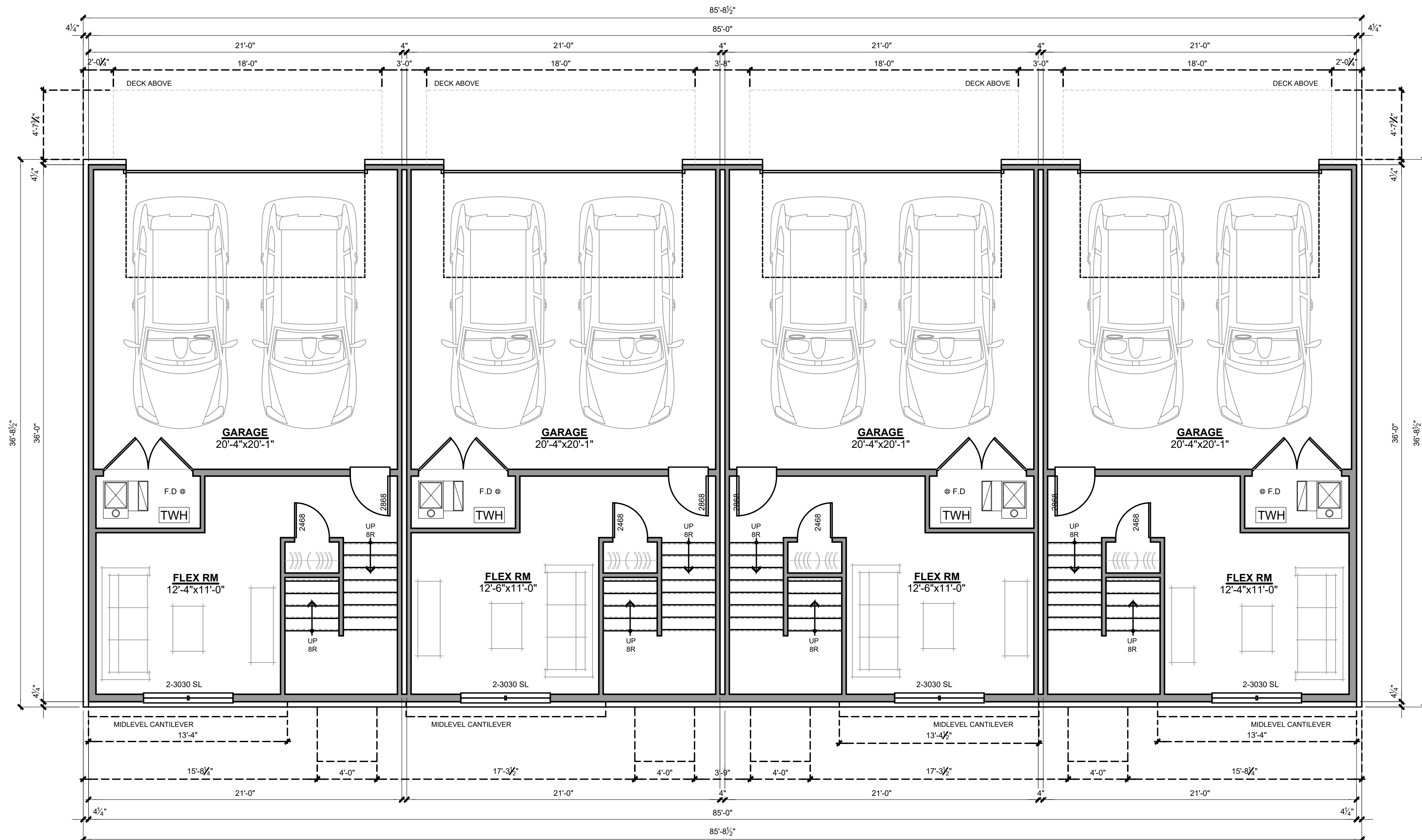
3 Unit Assembly

Wesley Park

June 27, 2025



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UNIT A LOWER LEVEL

SCALE: 1/4" = 1'-0"
340 SQ.FT

UNIT B LOWER LEVEL

SCALE: 1/4" = 1'-0"
335 SQ.FT

UNIT B LOWER LEVEL

SCALE: 1/4" = 1'-0"
335 SQ.FT

UNIT A LOWER LEVEL

SCALE: 1/4" = 1'-0"
340 SQ.FT

Square Footages: - Unit A

Lower Level	340 Sq.Ft
First Floor Level	770 Sq.Ft
Second Floor Level	728 Sq.Ft
Total:	1838 Sq.Ft

Square Footages: - Unit B

Lower Level	335 Sq.Ft
First Floor Level	770 Sq.Ft
Second Floor Level	728 Sq.Ft
Total:	1833 Sq.Ft

Lower Level Floor Plans

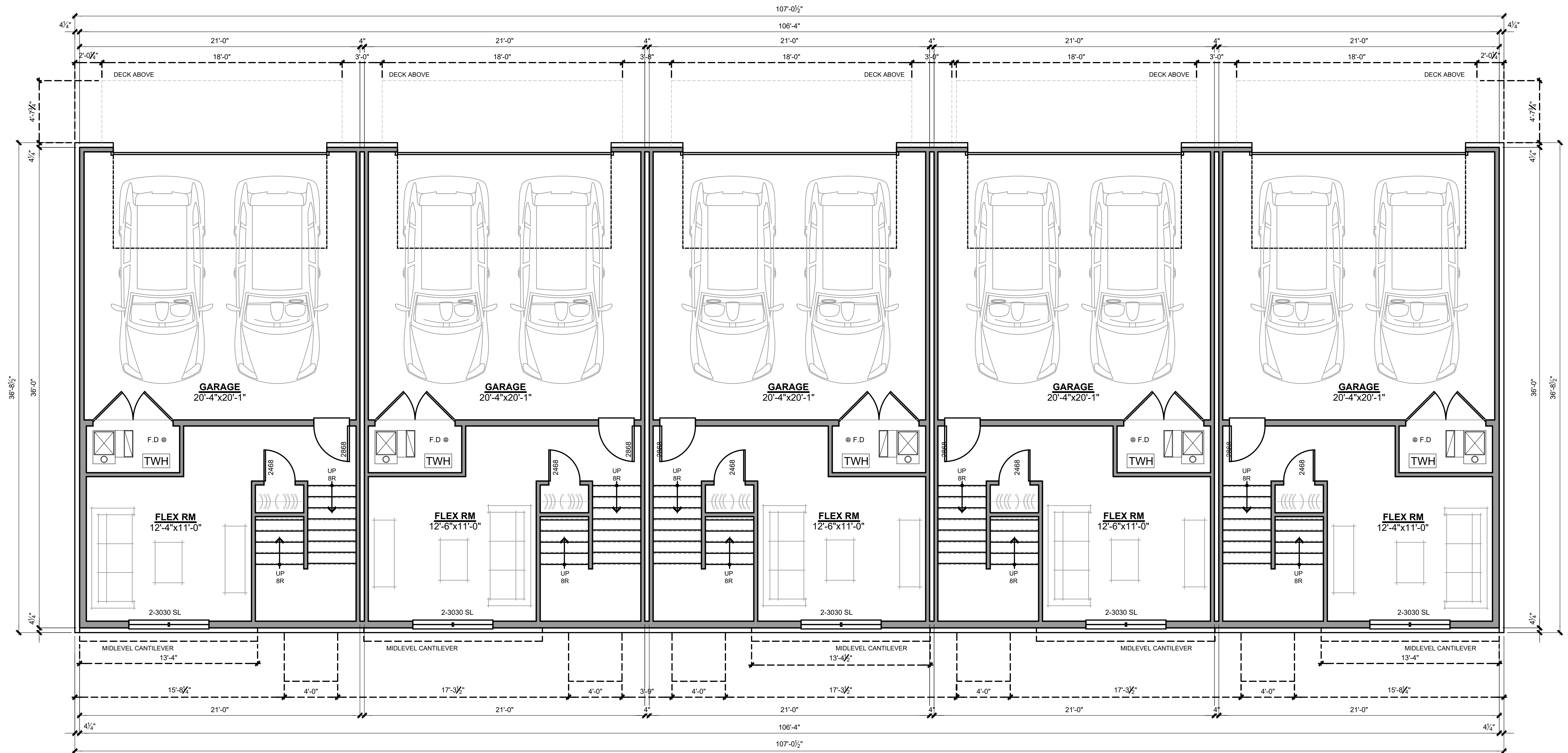
Wesley Park



June 27, 2025

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4 Unit Assembly



**UNIT A
LOWER LEVEL**
SCALE: 1/4" = 1'-0"

**UNIT B
LOWER LEVEL**
SCALE: 1/4" = 1'-0"

**UNIT B
LOWER LEVEL**
SCALE: 1/4" = 1'-0"

**UNIT B
LOWER LEVEL**
SCALE: 1/4" = 1'-0"

**UNIT A
LOWER LEVEL**
SCALE: 1/4" = 1'-0"

Square Footages: - Unit A	
Lower Level	340 Sq.Ft
First Floor Level	770 Sq.Ft
Second Floor Level	728 Sq.Ft
Total:	1838 Sq.Ft

Square Footages: - Unit B	
Lower Level	335 Sq.Ft
First Floor Level	770 Sq.Ft
Second Floor Level	728 Sq.Ft
Total:	1833 Sq.Ft

Lower Level Floor Plans

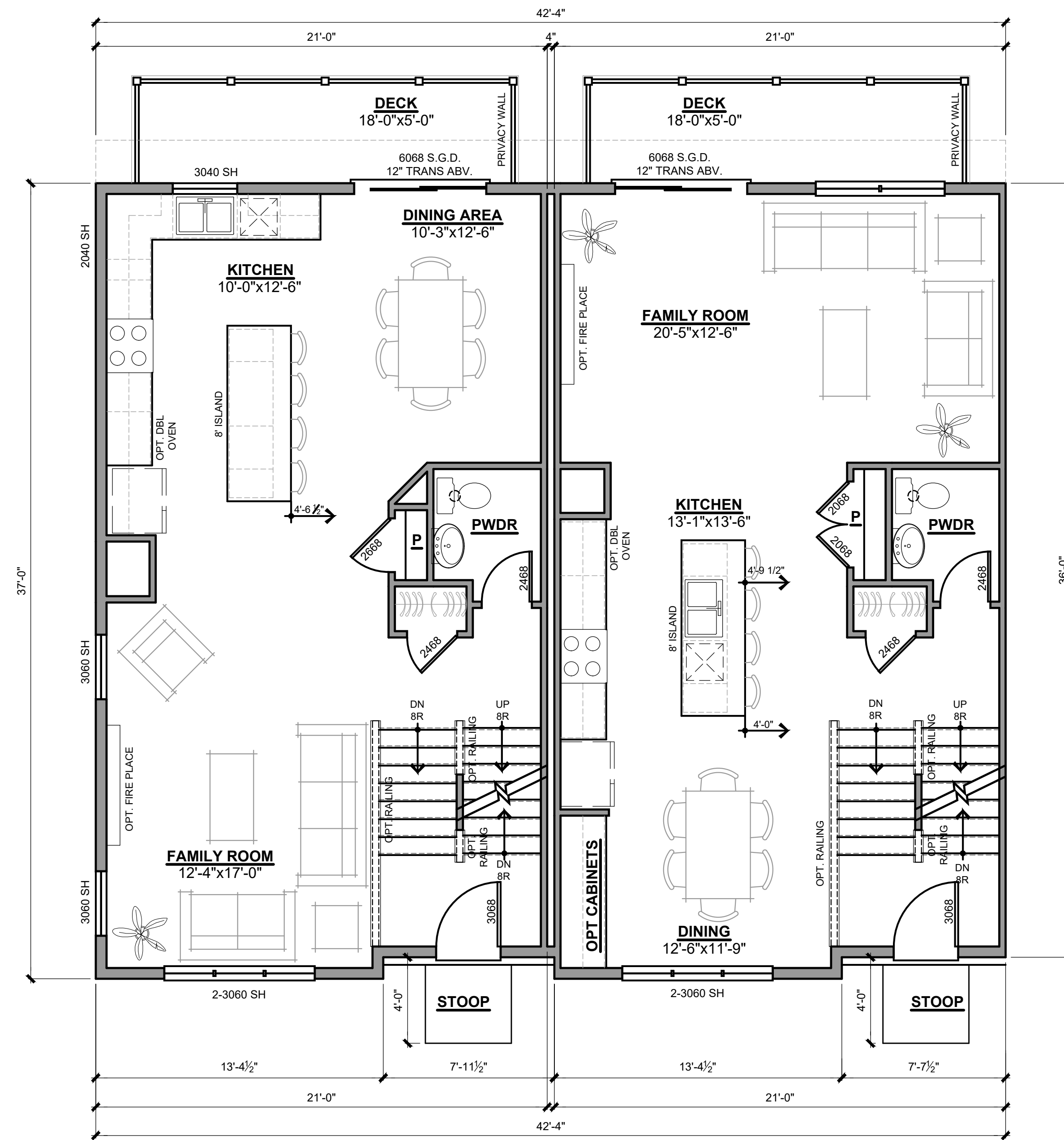
Wesley Park

June 27, 2025



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5 Unit Assembly



**UNIT A
MID LEVEL**
SCALE: 1/4" = 1'-0"
770 SQ.FT

**UNIT B
MID LEVEL**
SCALE: 1/4" = 1'-0"
770 SQ.FT

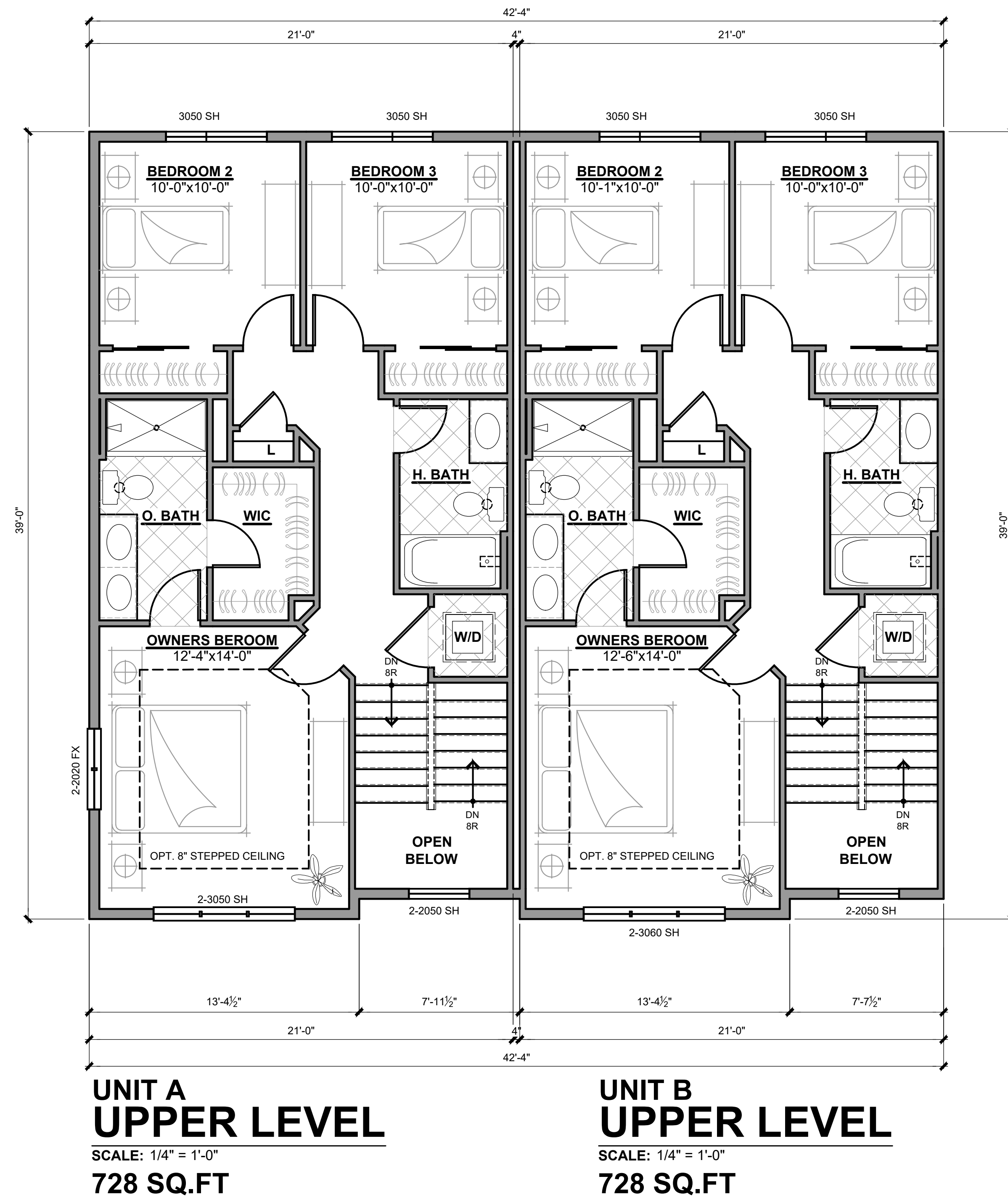
Mid Level Floor Plans

Wesley Park

June 27, 2025



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Upper Level Floor Plans

Wesley Park

June 27, 2025



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4 UNIT ASSEMBLY
FRONT ELEVATION

TYPICAL EXTERIOR TRIM FINISH	
THE TRIM NOTED ON THE ELEVATIONS IS PROVIDED SOLELY AS A GUIDE FOR TRIM SIZES. ALL TRIM NOTED ON THE ELEVATIONS IS NOMINAL. SEE SPECIFICATIONS FOR TRIM FINISH AND MATERIAL.	
1	CEMENTITIOUS HORIZONTAL SIDING
2	CEMENTITIOUS PANEL CLADDING
3	4" CEMENTITIOUS TRIM BD
4	5" CEMENTITIOUS TRIM BD
5	8" CEMENTITIOUS TRIM BD
6	ARCHITECTURAL DIMENSION SHINGLES
7	VINYL SINGLE HUNG WINDOWS
8	BRICK MASONRY - QUEEN SIZE
9	ALUMINUM WRAPPED PORCH CANOPIES
10	WOOD RAILINGS
11	PRIVACY PARTITION
WOOD TRIM NOTE:	
4/4 @ VINYL SIDING	
5/4 @ HARDI SIDING	
DIVISION NOTE:	
IT IS THE RESPONSIBILITY OF EACH DIVISION TO DETERMINE, AT A DIVISIONAL LEVEL AS WELL AS COMMUNITY SPECIFIC LEVEL, THE DESIRED FINISH REQUIREMENTS OF SPECIFIC TRIM PIECES, WHETHER PAINTED, VINYL, OR ALUMINUM WRAPPED.	



TYPICAL EXTERIOR TRIM FINISH	
THE TRIM NOTED ON THE ELEVATIONS IS PROVIDED SOLELY AS A GUIDE FOR TRIM SIZES. ALL TRIM NOTED ON THE ELEVATIONS IS NOMINAL. SEE SPECIFICATIONS FOR TRIM FINISH AND MATERIAL.	
1	CEMENTITIOUS HORIZONTAL SIDING
2	CEMENTITIOUS PANEL CLADDING
3	4" CEMENTITIOUS TRIM BD
4	5" CEMENTITIOUS TRIM BD
5	8" CEMENTITIOUS TRIM BD
6	ARCHITECTURAL DIMENSION SHINGLES
7	VINYL SINGLE HUNG WINDOWS
8	BRICK MASONRY - QUEEN SIZE
9	ALUMINUM WRAPPED PORCH CANOPIES
10	WOOD RAILINGS
11	PRIVACY PARTITION
WOOD TRIM NOTE: 4/4 @ VINYL SIDING 5/4 @ HARDI SIDING	
DIVISION NOTE: IT IS THE RESPONSIBILITY OF EACH DIVISION TO DETERMINE, AT A DIVISIONAL LEVEL AS WELL AS COMMUNITY SPECIFIC LEVEL, THE DESIRED FINISH REQUIREMENTS OF SPECIFIC TRIM PIECES, WHETHER PAINTED, VINYL, OR ALUMINUM WRAPPED.	



LEFT SIDE ELEVATION



RIGHT SIDE ELEVATION

TYPICAL EXTERIOR TRIM FINISH	
THE TRIM NOTED ON THE ELEVATIONS IS PROVIDED SOLELY AS A GUIDE FOR TRIM SIZES. ALL TRIM NOTED ON THE ELEVATIONS IS NOMINAL. SEE SPECIFICATIONS FOR TRIM FINISH AND MATERIAL.	
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4/4 @ VINYL SIDING	
5/4 @ HARDI SIDING	
DIVISION NOTE:	
IT IS THE RESPONSIBILITY OF EACH DIVISION TO DETERMINE, AT A DIVISIONAL LEVEL AS WELL AS COMMUNITY SPECIFIC LEVEL, THE DESIRED FINISH REQUIREMENTS OF SPECIFIC TRIM PIECES; WHETHER PAINTED, VINYL, OR ALUMINUM WRAPPED.	



DECLARATION OF OPEN SPACE PRESERVATION EASEMENT

This Declaration of Open Space Preservation Easement (“**Declaration**”) is entered into this _____ day of _____, 2025, by MNK Troy 1 LLC, a Michigan limited liability company, whose address is 1052 Oak Tree Lane, Bloomfield Hills, Michigan 48304 (“**Declarant**”).

RECITALS:

A. Declarant owns the real property located in the City of Troy (the “**City**”), Oakland County, Michigan, which is more particularly described on **Exhibit A** attached hereto (the “**Property**”). Declarant or Declarant’s successor-in-title to the Property intends to establish the Property as a residential condominium project to be known as Wesley Park (the “**Condominium Project**”) by recording a master deed with the Oakland County Records (the “**Master Deed**”).

B. In accordance with terms of the Conditional Rezoning Agreement entered into between the City and Declarant, Declarant has offered to voluntarily preserve and protect the portion of the Property described on **Exhibit B** attached hereto (the “**Open Space**”).

Therefore, Declarant hereby declares that the Property shall be owned, occupied and conveyed subject to the easement, covenants and restrictions which are set forth below, all of which shall run with the land and bind the Property and all parties that hereafter have any right, title or interest in and to the Property, or any portion thereof.

1. **Easement.** Declarant hereby establishes a perpetual non-exclusive easement (the “**Open Space Easement**”) on, over and under the Open Space. The Open Space shall be identified on the subdivision plan that is attached as Exhibit B to the Master Deed (“**Subdivision Plan**”) for the purpose of preserving such Open Space in accordance with this Declaration.

2. **Use Restrictions.** The Open Space shall be preserved in perpetuity as landscaped open space. The owners of condominium units within the Condominium Project, including without limitation, the association formed to administer the affairs of the condominium established within the Condominium Project (the “**Condominium Association**”) shall refrain from and prevent any other person from altering or developing the Open Space in any way. This includes, but is not limited to refraining from: (a) alteration of the finish grade of the Open Space established by Declarant; (b) installation of roads, drives, streets or other paved surfaces; (c) dredging, removal, balancing, grading or excavation of any soil or minerals; (d) construction or

installation of any structure, except as provided in Paragraph 5 below; (e) plowing, tilling, or cultivating the soils or vegetation; (f) alteration or removal of vegetation planted or preserved by Declarant in accordance with the landscaping plans for the Condominium Project that have been approved by the City; (g) storage or disposal of garbage, trash, debris, abandoned equipment or accumulation of machinery, or other waste materials, including accumulated vegetative debris such as grass clippings, leaves, yard waste, or other material collected and deposited from areas outside the Open Space; (h) use or storage of off-road vehicles including, but not limited to, snowmobiles, dune buggies, all-terrain vehicles, and motorcycles; (i) placement of billboards or signage; and (j) cutting down, destroying, or otherwise altering or removing trees, tree limbs, shrubs, or other vegetation planted or preserved by Declarant in accordance with the landscaping plans for the Condominium Project that have been approved by the City, except for the removal of dead trees or limbs. The foregoing restrictions are in addition to any restrictions pertaining to the Open Space that are contained within the Master Deed.

3. **Administration and Maintenance of Open Space.** The Master Deed will identify the Open Space as a general common element of the Condominium Project and the location of the Open Space will be identified on the Subdivision Plan. The restrictions, rules and regulations regarding the Open Space that will be set forth in the Master Deed will be in addition to the restrictions set forth in this Declaration. Any future amendments to the Master Deed relating to the use of the Open Space shall be consistent with the covenants and restrictions contained in this Declaration. The Condominium Association shall be responsible for maintaining the Open Space in accordance with this Declaration and the Master Deed.

4. **Access to and Use of Protected Open Space.** The owners of condominium units within the Condominium Project and their invitees and guests shall have the exclusive right to access and use the Open Space for passive recreational purposes. In addition, the Condominium Association shall have access to the Open Space for the purpose of performing its responsibilities under this Declaration and the Master Deed. Access to or use of the Open Space by any persons other than Declarant, the Condominium Association and the owners of condominium units within the Condominium Project and their invitees and guests shall require Declarant's consent during the period Declarant owns any portion of the Condominium Project and shall thereafter require the consent of the Condominium Association.

5. **Rights Reserved by Declarant.** Notwithstanding anything to the contrary contained in this Declaration, including the provisions of Paragraph 2, Declarant hereby reserves the following rights regarding the Open Space:

(a) The right to grade, develop, improve, and landscape the Open Space in accordance with the site plan, landscaping plan and engineering plans for the Condominium Project that have been approved by the City, and to install and operate an irrigation system with respect to all landscaped Open Space.

(b) The right to grant easements for the use, maintenance, repair and replacement of any utilities installed within the Open Space in accordance with the site plan, landscaping plan and engineering plans for the Condominium Project that have been approved by the City.

(c) The right to plant trees and vegetation in accordance with the landscaping plans for the Condominium Project that have been approved by the City as well as additional landscaping that, Declarant, in its sole discretion, determines is beneficial to the Condominium Project, and to install and operate an irrigation system with respect to such landscaping.

(h) The right to establish one or more additional easements that do not adversely affect the Open Space, provided that any such easement either is identified in the Subdivision Plan or is otherwise approved by the City.

6. **Miscellaneous.**

(a) The Open Space Easement and the covenants and restrictions contained in this Declaration shall run with the land, and shall bind and inure to the benefit of the Condominium Project and the future owners thereof.

(b) The captions preceding the text of each paragraph are included only for convenience of reference. Captions shall be disregarded in the construction and interpretation of this Declaration.

(c) Invalidity of any of the provisions contained in this Declaration, or of the application thereof to any person by judgment or court order shall in no way affect any of the other provisions hereof of the application thereof to any other person and the same shall remain in full force and effect.

(d) Except as provided below, this Declaration may be amended by the owner of the Condominium Project. For purposes of the foregoing, the developer of the Condominium Project shall be deemed to be the owner of the Condominium Project during the period such developer owns any portion of the Condominium Project (including units therein) and thereafter the Condominium Association shall be deemed to be the owner of the Condominium Project for purposes of this subparagraph. An amendment to this Declaration shall be effective upon the recordation of such amendment with the Oakland County, Michigan Register of Deeds. Notwithstanding anything to the contrary contained herein, this Declaration may not be terminated, amended or otherwise modified without the prior approval of the City.

(e) Nothing contained herein shall be deemed to be a gift or dedication of any portion of the Open Space Easement to the general public. Except as herein specifically provided, no right, privileges or immunities of any owner of all or any portion of the Condominium Project shall inure to the benefit of any third party, nor shall any third party other than the City be deemed to be a beneficiary of any of the provisions of this Declaration.

(f) The Open Space Easement shall not merge by virtue of Declarant or Declarant's successors in title holding title to any all or any portion of the Condominium Project.

IN WITNESS WHEREOF, this Declaration of Easement, Covenants and Restrictions has been executed as of the day and year first written above.

DECLARANT:

MNK Troy1 LLC,
a Michigan limited liability company

By: _____

Its: _____

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by _____, the _____ of MNK Troy1 LLC, a Michigan limited liability company, on behalf of such entity.

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

Drafted By and
When Recorded Return To:

Duncan P. Ogilvie
SK Detroit Law Partners, P.C.
2000 Town Center, Suite 1500
Southfield, Michigan 48075
(248) 353-7620

EXHIBIT A

DESCRIPTION OF THE PROPERTY

Parcel 1:

The West 500 feet of Lot 37, also the West 500 feet of that part of Lot 38, described as beginning at the Northwest corner of Lot 38, thence South 89 degrees 53 minutes 15 seconds East 1,058.79 feet to the Northwest corner of Lot 38; thence South 00 degrees 36 minutes 30 seconds East 128.35 feet; thence North 82 degrees 59 minutes 15 seconds West 1,068.14 feet to the point of beginning, SQUARE ACRES SUBDIVISION NO. 1, according to the Plat thereof, as recorded in Liber 44, Page 48 of Plats, Oakland County Records, located in Town 2 North, Range 11 East, Section 14, City of Troy, Oakland County, Michigan, except the West 15 feet of the above description parcel taken for Rochester Road.

Tax Parcel No.: 88-20-14-301-031

Commonly known as 4396 Rochester Road

Parcel 2:

Part of the Northwest 1/4 of Section 14, Town 2 North, Range 11 East, beginning at West 1/4 corner, thence North 00 degrees 36 minutes 30 seconds West 219.59 feet, thence South 89 degrees 47 minutes 15 seconds East 325.00 feet, thence South 00 degrees 16 minutes 30 seconds East 219.59 feet, thence North 89 degrees 47 minutes 15 seconds West 325 feet to the point of beginning.

Tax Parcel No.: 88-20-14-152-001

Commonly known as 4516 Rochester Road

Exhibit B

DESCRIPTION OF THE OPEN SPACE

From: Cynthia Green

To: Planning

Subject: Conditional Rezoning Agreement between City of Troy and MNK Troy 1 LLC

Date: Monday, August 11, 2025 1:06:34 PM

You don't often get email from cynthia.marie.green@gmail.com. [Learn why this is important](#)

Public comment in regards to Conditional
Rezoning Agreement between the City of Troy and MNK Troy 1 LLC

Attention of the Planning Department:

We have some concerns about the conditional rezoning of the Shallowbrook townhomes.

The homeowners affected by this development spent a great deal of time working with the developers.

The city was very happy that we worked together.

Now the plan is being changed. We are not happy and are hoping the city will think about the homeowners.

*We are upset about the reduction of trees promised and the increased height of the buildings.

*I am hoping that the amount and type of trees stays the same.

*We were assured over and over by the previous developer that the buildings would not tower over our yard. Now it seems that the city is considering granting taller buildings or the design of the buildings to be higher than were indicated or misleading by the original proposal .

The proposed plan has the building directly west of me being 38 feet away from the rear property line(approx 250 feet away from my house) .

The closest building to the south of my property line is 46.6 feet away from the rear property line (approx 190 feet from my house)

We are one of the homeowners most directly impacted by the height and/ or design of the buildings closest to our property line.

The height and/ or design of the buildings will directly impact us . With much hard work and time spent, the design and height was negotiated and agreed upon with the former developer, the homeowners and the City of Troy .

*I am hoping you will honor this and consider the homeowners of Troy.

Thank you,

Cynthia Green
Edward Green
4481 Harold