



500 West Big Beaver  
Troy, MI 48084  
troymi.gov

## CITY COUNCIL AGENDA ITEM

Date: September 7, 2021

To: Honorable Mayor and Members of the Troy City Council

From: Lori Grigg Bluhm, City Attorney  
Julie Quinlan Dufrane, Assistant City Attorney

Subject: Open Space Preservation Easement for Meadows of Troy

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On June 14, 2021, City Council approved a 31-unit cluster development proposed by Robertson Bros Co for property located east of John R and north of Square Lake Road which is zoned R-1D, one family residential. Under the City's Zoning Ordinance and as a condition of final site plan approval, a developer who chooses to use the Cluster Option must set aside dedicated open space through an irrevocable conveyance. (Troy Zoning Ordinance 10.04.D.7).

For this project, the developer proposes to preserve thirty percent (30%) of the twelve (12) acres it owns. The City's Zoning Ordinance provides that the irrevocable conveyance must be perpetually maintained by the parties that have an ownership interest in the open space in accordance with the landscape plan and the open space agreement. It further provides that if the owners fail to maintain it such that it becomes a public nuisance, then the City may undertake maintenance and annually assess costs. Finally, the open space must forever remain open space as approved on the Final Site Plan, however, accessory structures are permitted as long as they do not exceed one percent (1%) of the open space area. The Zoning Ordinance also specifically requires that the conveyance shall prohibit dumping or storing of material or refuse, activity that causes soil erosion, cutting live plant material except for dying or diseased vegetation, and the use of motorized vehicles. The developer also followed through on the requests made by the Planning Commission and by City Council to implement provisions of the Healthy Lawn Care Program for Watershed ("HLCP").

City Council also conditioned approval of the project on the submission of a parking lot maintenance agreement with the City. The 13-space gravel parking lot located on the property will provide parking for motor vehicles and will allow visitors to access the open space area, a trail head, and other nature trails located within the Meadows of Troy development and adjacent property.

The Developer needs the City Council's approval and then needs to record the attached documents with the Oakland County Register of Deeds before obtaining final site plan approval.

### **Recommendation**

We have reviewed the attached Declaration of Easement, Covenant, and Restrictions for Open Space, and also the attached Agreement for Parking Lot Maintenance, and recommend approval of both documents.



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## **CITY COUNCIL AGENDA ITEM**

### **Attachments:**

Excerpts of City Council Minutes June 14, 2021

Declaration of Easement, Covenant, and Restrictions for Open Space with Exhibits

Agreement for Parking Lot Maintenance with Exhibits

## DECLARATION OF EASEMENT, COVENANT, AND RESTRICTIONS FOR OPEN SPACE

This Declaration of Easement, Covenant, and Restrictions for Open Space in the One-Family Cluster Development ("**Declaration**") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by **Robertson Meadows, LLC**, a Michigan limited liability company ("**Developer**").

### RECITALS:

A. Developer is the owner of certain real property located in the City of Troy (the "**City**"), Oakland County, Michigan, which is more particularly described on **Exhibit A** attached hereto ("**Property**") which Developer is developing as a single-family residential condominium project known as Meadows of Troy, a cluster development (the "**Condominium Project**").

B. The Condominium Project is being developed pursuant to the One-Family Cluster Option under Section 10.04 of the City's Zoning Ordinance. Section 10.04 D7 of the City's Zoning Ordinance requires that a dedicated open space be set aside and a document recorded with the Oakland County Register of Deeds to preserve and protect the "**Open Space**" in the approved site plan for the Condominium Project and described in **Exhibit B** attached.

C. The Site Plan for the Property approved by the City of Troy preserves significant natural features as determined by the City Council.

Therefore, Developer hereby declares that the Condominium Project 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 Condominium Project and all parties that hereafter have any right, title or interest in and to the Condominium Project, or any portion thereof.

1. **Use Restrictions and Conservation Easement.** Except for construction of a storm water drainage system and detention pond, gravel parking area, walking paths or nature trails, and a trailhead, and except as otherwise set forth below, the Open Space shall be preserved in perpetuity in its natural and undeveloped condition. The owners of condominium units within the Condominium Project and the association formed to administer the affairs of the Condominium Project (the "**Condominium Association**"),

shall refrain from and prevent any other person from altering or developing the Open Space in any way, except as otherwise provided below. The Open Space shall be maintained in accordance with all statutes, ordinances and regulations of the City, including but not limited to Article 10 of the City's Zoning Ordinance, One Family Cluster Option, and any other laws as may be in effect and pertinent thereto from time to time. Neither the Condominium Association nor any co-owner of the Condominium Project shall modify, fill, construct within or otherwise disturb the Open Space without the approval of the City and any other public agency having jurisdiction and the Condominium Association and all co-owners shall observe this requirement in perpetuity.

Under no circumstances shall the Open Space be used for the purposes as follows:

- (a) Dumping or storing of any material or refuse;
- (b) Activity that may cause risk of soil erosion or threaten any living plant material;
- (c) Cutting or removal of live plant material except for removal of dying or deceased vegetation;
- (d) Use of motorized off-road vehicles, except for maintenance of the stormwater system; and
- (e) Cutting, filling or removal of vegetation from wetland areas, except as needed to construct the detention pond.

In keeping with the Healthy Lawn Care Program ("HLCP") for Watershed Program, the following shall be implemented as a lawn care program with respect to the the individual units in the Condominium Project:

- (a) HLCP representative shall conduct an initial on-site consultation/assessment;
- (b) Soil nutrient tests will be conducted;
- (c) No phosphorus or low-phosphorus fertilizer in accordance with state law is permitted;
- (d) Slow-release nitrogen fertilizer (40% in slow-release form) is permitted,
- (e) HLCP shall advise on proper maintenance practices such as mowing and irrigation;
- (f) Fertilizer quantities of two, three, or four pounds per 1000 square feet, may be applied over the growing season;
- (g) Permitted weed control options: Zero pesticides; Spot-treatment for weeds; and/or One-time rescue operation for weed control;
- (h) Insect control only after identification of problem on site; and,
- (i) No fertilizers shall be used within twenty (20) feet of the Open Space.

The Condominium Association is responsible for the maintenance of the Open Space which includes the maintenance, replacement and planting of trees and shrubs located within the Open Space area as of the date of this Declaration, the maintenance of the storm water drainage system and detention pond, walking paths and nature trails and the gravel parking area. In accordance with the City of Troy Ordinance, the Open Space may be used only for purposes approved by the City. Further, subdivision of the Open Space or its use for purposes other than set forth on the City approved site plan, is strictly prohibited. This provision shall serve as notice to the Condominium Association and all co-owners and successors that the Condominium Project has been developed using environmental conservation methods approved by the City and, accordingly, the Condominium Association, co-owners and their agents, delegees and assigns, and successors may be liable in damages or otherwise for invading or disturbing any of the designated Open Space in any manner not permitted herein or as otherwise approved by the City.

2. **Administration and Maintenance of Open Space.** The master deed that establishes the Condominium Project (the "**Master Deed**") will depict the designated Open Space as a general common element that benefits the Condominium Project. The Condominium Project is subject to this Declaration which restricts the use of the Open Space as natural and undisturbed open space, except as otherwise provided herein or as otherwise approved by the City. The Master Deed may include additional restrictions, rules and regulations regarding the designated Open Space, provided that such restrictions, rules and regulations are consistent with the covenants and restrictions contained in this Declaration.

(a) For purposes of this subparagraph (a), 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 any units therein) and Developer shall be responsible for maintenance of the Open Space until that responsibility is transferred to the Condominium Association, at which time the Condominium Association shall be deemed to be the owner of the Condominium Project. In the event that the Developer or the Condominium Association fails to preserve or maintain the designated Open Space area as outlined in this Declaration such that it becomes a public nuisance, the City may serve written notice upon the Developer or Condominium Association detailing the deficiencies in maintenance and/or preservation. Notice shall set a date for any deficiencies to be cured. If the identified deficiencies are not timely cured, then the City may issue citations for violation of any City Code. If the deficiencies concern any portion of this Declaration, then a hearing may be held before City Council or such other Council, Body or official delegated by City Council for the purpose of allowing the Developer or Condominium Association to be heard as to why the City should not proceed with maintenance and/or preservation of the Open Space areas which has not been done. At the hearing, the time for curing the deficiencies and the hearing itself may be extended and/or continued to a date certain. If, following the hearing, the City Council, or other body or official designated to conduct the hearing

determines that maintenance and/or preservation have not been undertaken within the time specified in the notice, the City shall have the power and authority but not the obligation to enter upon the Property, or cause its agents or contractors to enter upon the Property and perform such maintenance and/or preservation as reasonably found by the City to be appropriate. The cost and expense of making and financing such maintenance and/or preservation, including the cost of notices by the City and reasonable legal fees incurred by the City, plus an administrative fee in the amount of 25% of the total of all costs and expenses incurred, shall be paid by the Condominium Association, and such amount shall constitute a lien on an equal pro rata basis as to all of the units of the condominium. The City may require the payment of such monies prior to the commencement of work. If Developer or Condominium Association has not paid the billed costs and expenses within 30 days, all unpaid amounts may be placed on the delinquent tax roll of the City, pro rata, as to each unit, and shall accrue interest and penalties, and shall be collected as, and shall be deemed delinquent real property taxes, according to the laws made and provided for the collection of delinquent real property taxes. In the discretion of the City, such costs and expenses may be collected by suit initiated against the responsible Condominium Association, and, in such event, the Condominium Association shall pay all court costs and reasonable attorney fees incurred by the City in connection with such suit.

3. **Model.** One model unit shall be permitted at a location to be determined by the Developer. The model unit may be staffed by a licensed real estate agent during normal daytime hours up to seven days a week. At the risk to the Developer, construction of the model home shall be permitted prior to the completion and acceptance of land development. The model building permit shall be expeditiously reviewed by the City immediately following final engineering plan approval.

4. **Miscellaneous.**

(a) This Declaration 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. Captions shall be disregarded in the construction and interpretation of this Declaration.

(c) Invalidity of any of the provisions contained in this Declaration shall in no way affect any of the other provisions hereof and shall remain in full force and effect.

(d) Except as provided below, this Declaration may not be amended or otherwise modified without the prior approval of the City Council. This Declaration is an integral component of the City's approval of the site plan and development of the Condominium Project. Accordingly, the City shall be deemed a third party

beneficiary of this Declaration and the City (or other governmental entity succeeding to the authority of the City (e.g. if the City is annexed into or becomes part of a city)) shall have the right to enforce the covenants and restrictions set forth in this Declaration. For purposes of this Declaration, the Developer shall be deemed to be the owner of the Condominium Project during the period the 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 Declaration. An amendment to this Declaration shall be effective upon the recordation of such amendment with the Oakland County, Michigan Register of Deeds.

(e) Nothing contained herein shall be deemed to be a gift or dedication. 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) This Declaration shall not merge by virtue of either the Developer, or successors in title, holding title to any all or any portion of the Condominium Project.

(g) A delay in enforcement shall not be construed as a waiver of the School District's, Developer's, Condominium Association's or the City's right to enforce the covenants and restrictions of this Declaration.

(h) This Declaration shall be liberally construed in favor of maintaining the purpose of the Open Space.

(i) In the event of breach of this Declaration by the Developer of the Condominium Project, the Condominium Association or any third party, any violating party, shall pay to the enforcing party the enforcing party's actual attorneys' fees and expenses incurred by the party in the enforcement of this Declaration and the restrictive covenants contained herein, which sums shall be payable. Failure to pay the party's costs and attorney fees is a breach of this Declaration prior to a violating party being deemed to have corrected any such violation.

IN WITNESS WHEREOF, this Declaration for One-Family Cluster Option has been executed as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(BALANCE OF PAGE INTENTIONALLY LEFT BLANK)

**Developer:**

**ROBERTSON MEADOWS, LLC**, a  
Michigan limited liability company

By: Robertson Brothers Co.,  
a Michigan corporation, Manager

By: \_\_\_\_\_  
James V. Clarke, President

STATE OF MICHIGAN )  
 ) ss.  
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by James V. Clarke, the President of Robertson Brothers Co., a Michigan corporation, Manager of Robertson Meadows, LLC, a Michigan limited liability company, on behalf of the corporation and company.

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



## **EXHIBIT A**

### **PROPERTY**

Land in the City of Troy, Oakland County, MI, described as follows:

Commencing at the Southwest corner of Section 1, Town 2 North, Range 11 East; Thence South 88 degrees, 30 minutes, 57 seconds East 1310.47 feet; Thence North 01 degrees, 14 minutes, 37 seconds West 60.07 feet to the point of beginning; Thence North 01 degrees, 14 minutes, 37 seconds West 625.45 feet; Thence South 89 degrees, 59 minutes, 21 seconds East 857.91 feet; Thence South 00 degrees, 07 minutes, 28 seconds West 646.98 feet; Thence North 88 degrees, 30 minutes, 57 seconds West to the point of beginning.

## **EXHIBIT B**

### **OPEN SPACE AREA**

PART OF THE NORTHWEST FRACTIONAL OF SECTION 1 AND PART OF THE SOUTHWEST 1/4 OF SECTION 1, TOWN 2 NORTH, RANGE 11 EAST, CITY OF TROY, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 1; THENCE SOUTH 88 DEGREES 30 MINUTES 57 SECONDS EAST ALONG THE SOUTH LINE OF SAID SECTION 1, 1310.47 FEET AND NORTH 01 DEGREES 14 MINUTES 37 SECONDS WEST 60.07 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF E. SQUARE LAKE ROAD (120' WIDE); THENCE NORTH 01 DEGREES 14 MINUTES 37 SECONDS WEST ALONG THE EAST LINE OF CHESAPEAKE GROVE, OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN No. 1827, AS RECORDED IN LIBER 40338, PAGE 751, OAKLAND COUNTY RECORDS AND SQUARE LAKE PLACE SUBDIVISION, AS RECORDED IN LIBER 189 OF PLATS, ON PAGES 20 AND 21, OAKLAND COUNTY RECORDS, 285.32 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID EAST LINE OF CHESAPEAKE GROVE NORTH 01 DEGREES 14 MINUTES 37 SECONDS WEST, 340.13 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 21 SECONDS EAST, 857.91 FEET; THENCE SOUTH 00 DEGREES 07 MINUTES 30 SECONDS WEST, 257.20 FEET; THENCE NORTH 89 DEGREES 52 MINUTES 34 SECONDS WEST, 170.15 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 36 SECONDS WEST, 35.21 FEET; THENCE NORTH 89 DEGREES 52 MINUTES 31 SECONDS WEST, 125.00 FEET; THENCE SOUTH 00 DEGREES 05 MINUTES 36 SECONDS WEST, 62.49 FEET; THENCE NORTH 88 DEGREES 30 MINUTES 57 SECONDS WEST, 554.89 FEET TO THE POINT OF BEGINNING.

CONTAINING: 274,171.84 SQUARE FEET OR 6.29 ACRES


# EXHIBIT B

design studio

**LAND**  
landscape architecture / land planning

750 Forest Ave. - Suite 101  
Birmingham, MI 48009  
T: 248.594.3220

## LEGEND

 = Existing Trees, To Remain

## Landscape Requirement Summary

**Diversity of Plant Material**  
Required: Minimum 50% of the total proposed plantings are native tree and shrub species  
Proposed: 92% native tree and shrubs species

**Greenbelt Landscape**  
Required: Min. 10' width Greenbelt along Public Road R.O.W.  
Proposed: 10' width Greenbelt along Square Lake R.O.W.  
Required: 1 Deciduous Tree per 30 LF of Greenbelt  
Greenbelt Length: 843.45 LF  
Required: 29 Trees  
Proposed: 29 Trees

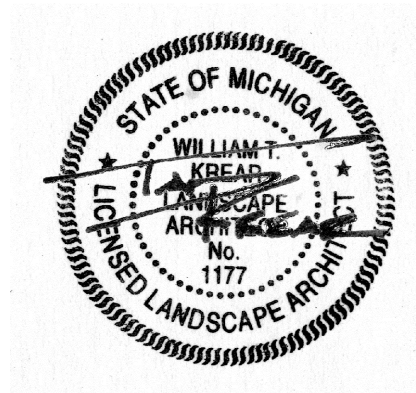
**Street Tree Landscape**  
Required: 1 Tree per 50 LF internal road frontage  
Unit 1-5 Frontage: 269.83 LF  
Required: 6 Trees  
Proposed: 6 Trees  
Unit 6 W. Frontage: 112.98 LF  
Required: 3 Trees  
Proposed: 2 Trees  
Unit 6-13 S. Frontage: 520.75 LF  
Required: 11 Trees  
Proposed: 10 Trees  
Unit 13-15 Frontage: 227.87 LF  
Required: 5 Trees  
Proposed: 5 Trees  
Unit 16-22 Frontage: 386.58 LF  
Required: 8 Trees  
Proposed: 8 Trees  
Unit 23 E. Frontage: 130.03 LF  
Required: 3 Trees  
Proposed: 2 Trees  
Unit 23-31 Frontage: 520.08 LF  
Required: 11 Trees  
Proposed: 10 Trees  
Unit 31 W. Frontage: 130.15 LF  
Required: 3 Trees  
Proposed: 2 Trees

## Woodland Replacement Summary

Total Trees Surveyed: 1,019  
- Total Trees Offsite: 27  
Total Onsite Trees: 992  
  
Total Trees Saved: 237  
  
Total Trees Removed: 755  
- Woodland Trees: 322  
- Woodland Tree DBH: 2,889.00"  
- Landmark Trees: 13  
- Landmark Tree DBH: 220.00"  
- Exempt Trees: 420"  
\*Exempt Trees include prohibited trees species, and Poor Quality Trees

**Replacement Requirements:**  
Required: 50% of Woodland Tree DBH Removed  
100% of Landmark Tree DBH Removed  
Required: 1,664.50"  
Provided: 6,028\*\*\*  
\*\*6,028.00" provided from Existing Trees saved on site at a rate of 2x the inch for inch equivalent.

**Additional Trees Preserved Onsite:**  
Additional Tree Preservation Area Onsite: 64,126.40 sf (1.47 Ac.)  
\*Trees within this Preservation Area are determined by Representative Tree Plots at the following calculations  
Representative Tree Plot: 100'x100' (1,000 sf)  
- Woodland Trees: 21 at 8" average = 168" DBH  
- Landmark Trees: 2 at 12" average = 24" DBH  
- Invasive Trees: 14 (Exempt for Replacement)  
- Total DBH per Plot: 192"  
Additional Tree Preservation  
- Tree Plots per Area: 64,126.40 / 1,000 = 64.13  
- Additional DBH Saved: 12,312.96"  
**Total Replacement Credit: 18,876.96"**



■ sheet title:

## Overall Landscape Plan

■ project title:

## Meadows of Troy

City of Troy, Michigan

■ prepared for:

Robertson Brothers Homes  
6905 Telegraph Rd. - Suite 200  
Bloomfield Hills, MI 48301

Phone: 248.657.4968

■ job number:

18028

■ date:

07.28.2020

■ drawn by:

EMJ

■ checked by:

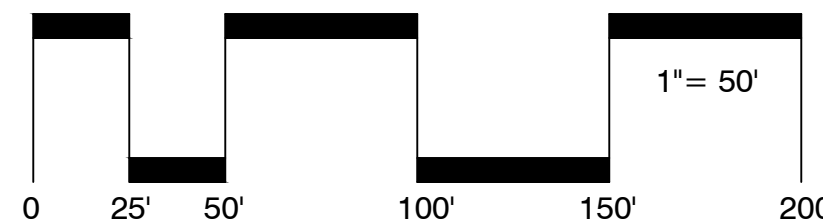
WTK

■ revisions:

09.21.2020 Per Engineering Revisions



Know what's below.  
Call before you dig.



sheet no.

L-1

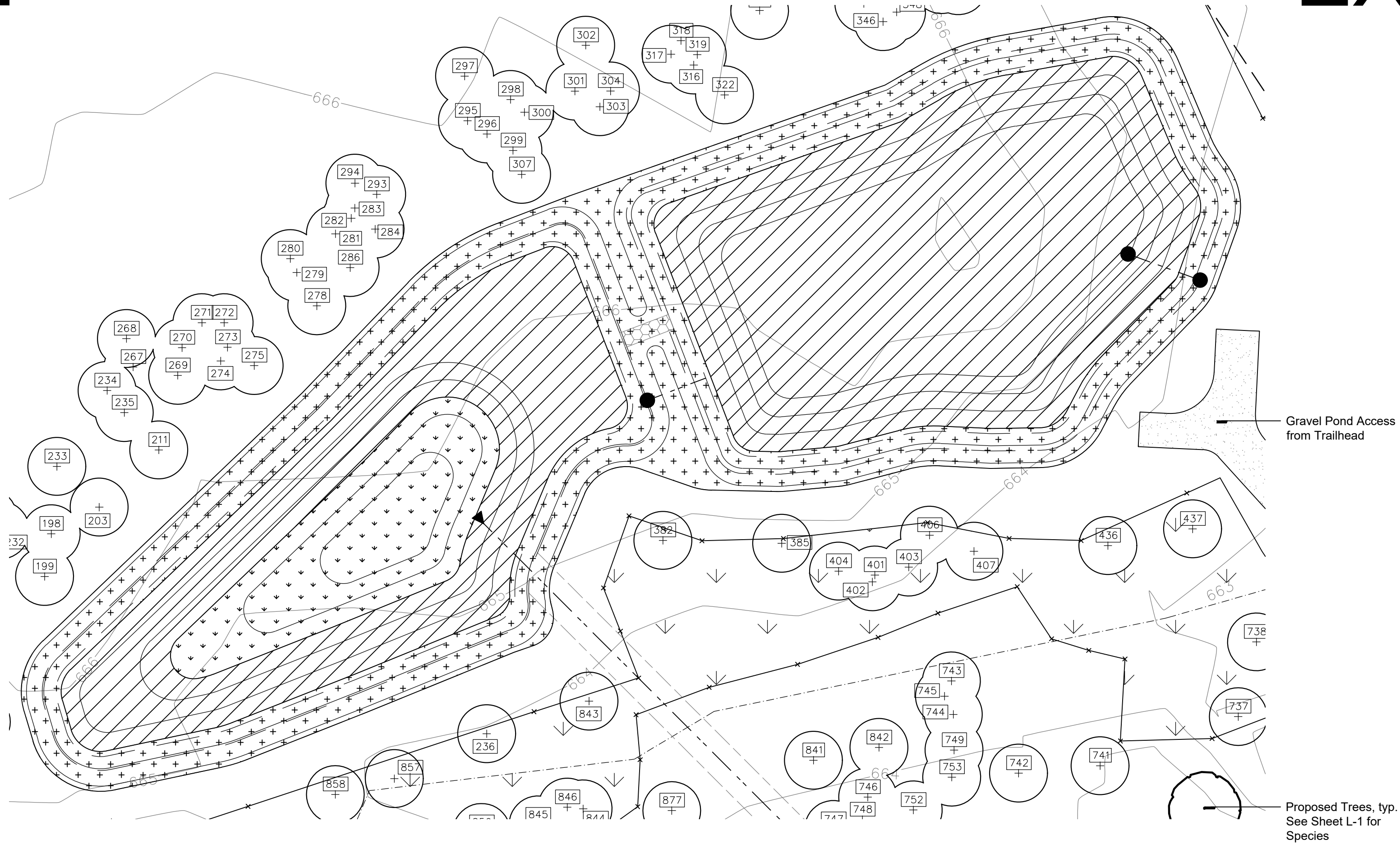
## Plant Schedule This Sheet

Trees						
sym.	qty.	botanical name	common name	size	spacing	root native*
AR	21	<i>Acer rubrum</i> 'Armstrong'	Armstrong Red Maple	2.5" cal.	per plans	B&B yes
LT	3	<i>Liriodendron tulipifera</i>	Tulip Tree	2.5" cal.	per plans	B&B yes
PG	23	<i>Picea glauca</i>	White Spruce	6' ht.	per plans	B&B yes
QR	21	<i>Quercus robur</i> 'Fastigiata'	Columnar English Oak	2.5" cal.	per plans	B&B yes
ZS	6	<i>Zelkova serrata</i>	Japanese Zelkova	2.5" cal.	per plans	B&B

\* "Native" for the purposes of the Ordinance requirement is being interpreted to include "nearly native" cultivars which possess beneficial improvements over the species.



# EXHIBIT B



## Detention Pond Seeding Summary

Pond Zone - Elev. 659-661



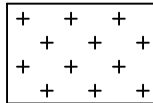
4,753 s.f.  
Application Rate: 39.8 lbs. / Ac.  
4.34 lbs. of Emergent Wetland Seed Mix  
3"-6" of Topsoil or Wetland Mulch Shall be  
Placed in this Area. Use Seed Mat.

Edge Zone - Elev. 661/664-663/664



27,858 s.f.  
Application Rate: 32.6 lbs. / Ac.  
20.85 lbs. of Stormwater Seed Mix  
3"-6" of Topsoil or Wetland Mulch Shall be  
Placed in this Area. Use Seed Mat.

Upland Zone - Elev. 663/664-665



16,974 s.f.  
Application Rate: 37.7 lbs. / Ac.  
14.69 lbs. of Low Profile Prairie Mix  
3"-6" of Topsoil Shall be  
Placed in this Area.

Seed Mixes available from Cardno JFNew  
- www.cardnonativeplantnursery.com  
- 574.586.2412  
All Seed shall be protected with mulch blanket

## Native Seeding Maintenance

During the first growing season, native areas should be mowed two to four times to a height of about 4"-6" when the growth reaches 10"-12". Selective herbicide applications or hand pulling may be needed to control unwanted weed populations. If a mower cannot be set high enough, a string trimmer can be used.

During the second growing season, native areas should be mowed a few times to a height of about 8" when the growth reaches 10"-18". Selective herbicide applications or hand pulling may be needed to control unwanted weed populations.

By the second growing season it should be apparent if some areas need reseeding. Reseed or overseed as needed.

Long term management may include prescribed burning, mowing, hand pulling, and selective herbicide applications. If burning is not allowed or feasible, the planting may be mowed to a short height and the clippings removed in the early spring before ground-nesting birds begin nesting.

Stormwater Seed Mix - Edge Zone					
Botanical Name	Common Name	PLS Ounces/Acre			
<b>Permanent Grasses/Sedges/Rushes:</b>					
<i>Bolboschoenus fluviatilis</i>	River Bulrush	1.00			
<i>Carex cristatella</i>	Crested Oval Sedge	0.50			
<i>Carex lurida</i>	Bottlebrush Sedge	3.00			
<i>Carex vulpinoidea</i>	Brown Fox Sedge	2.00			
<i>Elymus virginicus</i>	Virginia Wild Rye	24.00			
<i>Glyceria striata</i>	Fowl Manna Grass	1.00			
<i>Juncus effusus</i>	Common Rush	1.00			
<i>Leersia oryzoides</i>	Rice Cut Grass	1.00			
<i>Panicum virgatum</i>	Switch Grass	2.00			
<i>Schoenoplectus tabernaemontani</i>	Great Bulrush	3.00			
<i>Scirpus atrovirens</i>	Dark Green Rush	2.00			
<i>Scirpus cyperinus</i>	Wool Grass	1.00			
	<b>Total</b>	<b>41.50</b>			
<b>Temporary Cover:</b>					
<i>Avena sativa</i>	Common Oat	360.00			
<i>Lolium multiflorum</i>	Annual Rye	100.00			
	<b>Total</b>	<b>460.00</b>			
<b>Forbs &amp; Shrubs:</b>					
<i>Alisma subcordatum</i>	Common Water Plantain	2.50			
<i>Asclepias incarnata</i>	Swamp Milkweed	2.00			
<i>Bidens</i> spp.	Bidens Species	2.00			
<i>Eupatorium perfoliatum</i>	Common Boneset	1.00			
<i>Helenium autumnale</i>	Sneezeweed	2.00			
<i>Iris virginica</i> v. <i>shrevei</i>	Blue Flag	4.00			
<i>Lycopus americanus</i>	Common Water Horehound	0.50			
<i>Mimulus ringens</i>	Monkey Flower	1.00			
<i>Penthorum sedoides</i>	Ditch Stonecrop	0.50			
<i>Persicaria</i> spp.	Pinkweed Species	2.00			
<i>Rudbeckia subtomentosa</i>	Sweet Black-Eyed Susan	1.00			
<i>Rudbeckia triloba</i>	Brown-Eyed Susan	1.50			
<i>Sagittaria latifolia</i>	Common Arrowhead	1.00			
<i>Senna hebecarpa</i>	Wild Senna	2.00			
<i>Symphyotrichum lanceolatum</i>	Panicled Aster	0.50			
<i>Symphyotrichum novae-angliae</i>	New England Aster	0.50			
<i>Thalictrum dasycarpum</i>	Purple Meadow Rue	2.00			
	<b>Total</b>	<b>26.00</b>			
<b>Mix Statistics</b>					
Native Component	PLS lbs./Acre	PLS Seeds/Acre	PLS Seeds/Sq. Ft.	% of Native Mix	
Forbs	1.63	1,334,949	30.65	32.19%	
Grasses	2.59	2,812,650	64.57	67.81%	
Total Natives	4.22	4,147,599	95.22	100.00%	
Cover	28.75	4,343,800	99.72		
Totals	32.97	8,491,399	194.94		

Emergent Wetland Seed Mix - Pond Zone					
Botanical Name	Common Name	PLS Ounces/Acre			
<b>Permanent Grasses/Sedges/Rushes:</b>					
<i>Bolboschoenus fluviatilis</i>	River Bulrush	1.00			
<i>Carex comosa</i>	Bristly Sedge	2.50			
<i>Carex lacustris</i>	Common Lake Sedge	0.50			
<i>Carex lurida</i>	Bottlebrush Sedge	4.00			
<i>Carex stricta</i>	Common Tussock Sedge	1.00			
<i>Carex vulpinoidea</i>	Brown Fox Sedge	2.00			
<i>Eleocharis palustris</i>	Great Spike Rush	1.00			
<i>Juncus effusus</i>	Common Rush	1.00			
<i>Leersia oryzoides</i>	Rice Cut Grass	3.00			
<i>Schoenoplectus acutus</i>	Hard-Stemmed Bulrush	2.50			
<i>Schoenoplectus pungens</i>	Chaimaker's Rush	1.50			
<i>Schoenoplectus tabernaemontani</i>	Great Bulrush	6.00			
	<b>Total</b>	<b>26.00</b>			
<b>Temporary Cover:</b>					
<i>Avena sativa</i>	Common Oat	360.00			
<i>Lolium multiflorum</i>	Annual Rye	100.00			
	<b>Total</b>	<b>460.00</b>			
<b>Forbs:</b>					
<i>Acorus americanus</i>	Sweet Flag	1.00			
<i>Alisma subcordatum</i>	Common Water Plantain	2.00			
<i>Asclepias incarnata</i>	Swamp Milkweed	1.00			
<i>Boehmeria cylindrica</i>	False Nettle	1.00			
<i>Cephalanthus occidentalis</i>	Buttonbush	6.00			
<i>Decodon verticillatus</i>	Swamp Loosestrife	0.50			
<i>Eutrochium maculatum</i>	Spotted Joe-Pye Weed	0.50			
<i>Hibiscus</i> spp.	Rose Mallow Species	4.00			
<i>Iris virginica</i> v. <i>shrevei</i>	Blue Flag	6.00			
<i>Lobelia cardinalis</i>	Cardinal Flower	0.25			
<i>Lobelia siphilitica</i>	Great Blue Lobelia	0.25			
<i>Lycopus americanus</i>	Common Water Horehound	1.00			
<i>Mimulus ringens</i>	Monkey Flower	1.00			
<i>Peltandra virginica</i>	Arrow Arum	16.00			
<i>Penthorum sedoides</i>	Ditch Stonecrop	0.50			
<i>Persicaria</i> spp.	Pinkweed Species	2.00			
<i>Pontederia cordata</i>	Pickering Weed	4.00			
<i>Sagittaria latifolia</i>	Common Arrowhead	2.00			
<i>Sparganium eurycarpum</i>	Common Bur Reed	6.00			
<i>Verbena hastata</i>	Blue Vervain	1.00			
	<b>Total</b>	<b>56.00</b>			

Mix Statistics				
Native Component	PLS lbs./Acre	PLS Seeds/Acre	PLS Seeds/Sq. Ft.	% of Native Mix
Forbs	3.50	1,354,097	31.09	34.63%
Grasses	1.63	2,556,083	58.68	65.37%
Total Natives	5.13	3,910,179	89.77	100.00%
Cover	28.75	4,343,800	99.72	
Totals	33.88	8,253,979	189.49	

Low-profile Prairie Seed Mix - Upland Zone					
Botanical Name	Common Name	PLS Ounces/Acre			
<b>Permanent Grasses:</b>					
<i>Bouteloua curtipendula</i>	Side-Oats Grama	16.00			
<i>Carex</i> spp.	Prairie Sedge Species	4.00			
<i>Elymus canadensis</i>	Canada Wild Rye	32.00			
<i>Koeleria macrantha</i>	June Grass	1.00			
<i>Panicum virgatum</i>	Switch Grass	1.00			
<i>Schizachyrium scoparium</i>	Little Bluestem	36.00			
	<b>Total</b>	<b>90.00</b>			
<b>Temporary Cover:</b>					
<i>Avena sativa</i>	Common Oat	360.00			
<i>Lolium multiflorum</i>	Annual Rye	100.00			
	<b>Total</b>	<b>460.00</b>			
<b>Forbs:</b>					
<i>Amorpha canescens</i>	Lead Plant	0.50			
<i>Asclepias syriaca</i>	Common Milkweed	2.00			
<i>Asclepias tuberosa</i>	Butterfly Weed	2.00			
<i>Baptisia alba</i>	White Wild Indigo	2.00			
<i>Chamaecrista fasciculata</i>	Partridge Pea	10.00			
<i>Coreopsis lanceolata</i>	Sand Coreopsis	5.00			
<i>Coreopsis palmata</i>	Prairie Coreopsis	1.00			
<i>Dalea candida</i>	White Prairie Clover	1.50			
<i>Dalea purpurea</i>	Purple Prairie Clover	1.50			
<i>Desmanthus illinoensis</i>	Illinois Sensitive Plant	3.00			
<i>Echinacea purpurea</i>	Broad-Leaved Purple Coneflower	8.00			
<i>Eryngium yuccifolium</i>	Rattlesnake Master	2.00			
<i>Lespedeza capitata</i>	Round-Headed Bush Clover	2.00			
<i>Liatris aspera</i>	Rough Blazing Star	0.50			
<i>Lupinus perennis</i> v. <i>occidentalis</i>	Wild Lupine	4.00			
<i>Monarda fistulosa</i>	Wild Bergamot	0.50			
<i>Oligoneuron rigidum</i>	Stiff Goldenrod	1.00			
<i>Parthenium integrifolium</i>	Wild Quinine	1.00			
<i>Penstemon digitalis</i>	Foxglove Beard Tongue	0.50			
<i>Penstemon hirsutus</i>	Hairy Beard Tongue	1.00			
<i>Ratibida pinnata</i>	Yellow Coneflower	4.00			
<i>Rudbeckia hirta</i>	Black-Eyed Susan	5.00			
<i>Rudbeckia subtomentosa</i>	Sweet Black-Eyed Susan	1.00			
<i>Silphium terebinthinaceum</i>	Prairie Dock	1.00			
<i>Solidago speciosa</i>	Showy Goldenrod	0.50			
<i>Symphyotrichum ericoides</i>	Heath Aster	0.25			
<i>Symphyotrichum laeve</i>	Smooth Blue Aster	1.00			
<i>Symphyotrichum novae-angliae</i>	New England Aster	0.50			
<i>Tradescantia ohiensis</i>	Common Spiderwort	1.00			
<i>Verbena stricta</i>	Hoary Vervain	1.00			
<i>Vernonia gigantea</i>	Smooth Tall Ironweed	1.50			
<i>Veronicastrum virginicum</i>	Culver's Root	0.25			
	<b>Total</b>	<b>66.00</b>			

Mix Statistics				
Native Component	PLS lbs./Acre	PLS Seeds/Acre	PLS Seeds/Sq. Ft.	% of Native Mix
Forbs	4.13	1,731,814	39.76	66.02%
Grasses	5.63	891,416	20.46	33.98%
Total Natives	9.75	2,623,230	60.22	100.00%
Cover	28.75	4,343,800	99.72	
Totals	38.50	6,967,030	159.94	

750 Forest Ave. - Suite 101  
Birmingham, MI 48009  
T.: 248.594.3220

## LEGEND

= Existing Trees, To Remain



■ sheet title:

## Detention Pond Seeding Plan

■ project title:

## Meadows of Troy

City of Troy, Michigan

■ prepared for:

Robertson Brothers Homes  
6905 Telegraph Rd. - Suite 200  
Bloomfield Hills, MI 48301

Phone: 248.657.4968

■ job number:

18028

■ date:

07.28.2020

■ drawn by:

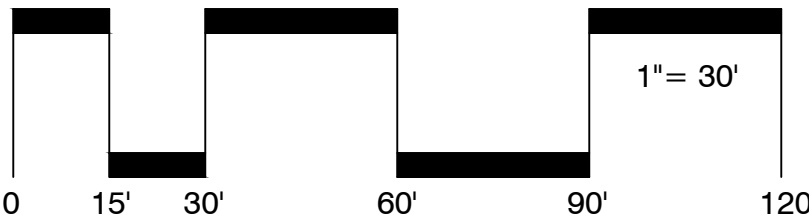
EMJ

■ checked by:

WTK

■ revisions:

09.21.2020 Per Engineering Revisions



sheet no.

L-2



WHEREAS, The subject property to be rezoned, located on the east side of Rochester Road, south of Shallowdale, parcels 88-20-14-152-001 and 88-20-14-301-031, being approximately 1.877 acres in size; and,

WHEREAS, The applicant voluntarily offered a number of conditions, as described in the Conditional Rezoning Agreement and related attachments, as per Section 16.04 of the City of Troy Zoning Ordinance; and,

WHEREAS, One of the conditions voluntarily submitted by the applicant was a concept sketch for a 32-unit condominium development; and,

WHEREAS, Future development of the subject property will require Preliminary Site Plan Approval by the Planning Commission, at which time the application shall be required to meet all Zoning Ordinance standards and all voluntarily offered conditions; and,

WHEREAS, The conditional rezoning was recommended for approval by the Planning Commission by a 8-0 vote; and,

WHEREAS, The proposed rezoning is supported by the Master Plan and advances the general and specific development policies of the Master Plan; and,

WHEREAS, The proposed rezoning meets the Standards for Rezoning Approval listed in Section 16.03.C of the City of Troy Zoning Ordinance; and,

WHEREAS, The proposed site design mitigates potential impacts on adjacent properties.

THEREFORE, BE IT RESOLVED, That Troy City Council hereby **APPROVES** the R-1C, RT and EP Districts to RT District Conditional Rezoning Agreement and related attachments.

BE IT FURTHER RESOLVED, That Troy City Council **AUTHORIZES** the Mayor and City Clerk to sign the Conditional Rezoning Agreement on behalf of the City of Troy.

BE IT FINALLY RESOLVED, The City of Troy Zoning District Map is hereby **AMENDED**.

Yes: All-7  
No: None

## MOTION CARRIED

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**E-2 Preliminary Site Plan Review (File Number SP2020-0013) – Proposed The Meadows of Troy (One Family Residential Cluster), East of John R, North of Square Lake (Parcel #88-20-01-300-016), Section 01, Currently Zoned R-1D (One Family Residential) District (*Introduced by: R. Brent Savidant, Community Development Director*)**

The Mayor opened the Public Hearing for public comment.  
The Mayor closed the Public Hearing after receiving comment from Chuck Shepherd, Mary Bogush, and Tina Catron.

Resolution #2021-06-094

Moved by Hamilton  
Seconded by Hodorek

WHEREAS, The City is in receipt of a proposed preliminary site plan application for The Meadows of Troy, a 31-unit detached single family condominium One Family Cluster development; and,

WHEREAS, The base density under the R-1D (One-Family Residential) District as determined by the submission of a parallel plan is 25 units; and,

WHEREAS, In exchange for 6 additional units above the base density established by the parallel plan, the applicant is providing 30% open space, for a total of 31 units; and,

WHEREAS, The cluster development better protects the site's natural resources than if the site were not developed as a cluster; and,

WHEREAS, The cluster development better protects the adjacent properties than if the site were not developed as a cluster; and,

WHEREAS, The cluster development is compatible with adjacent properties; and,

WHEREAS, The site can be adequately served with municipal water and sewer; and,

WHEREAS, The applicant is providing a public parking lot and trail head to provide access to the Troy School District property; and,

WHEREAS, The applicant is providing a housing product with first floor master bedroom and bath, a housing type desired by the community; and,

WHEREAS, The proposed cluster development was recommended for approval by the Planning Commission by a 5-4 vote;

THEREFORE, BE IT RESOLVED, That Troy City Council hereby **APPROVES** the proposed The Meadows of Troy Site Condominium, 31-units/lots, located on the north side of Square Lake, east of John R, Section 1, currently zoned R-1D (One Family Residential) District, subject to the following:

1. Provide a new wetland assessment or extension from EGLE.
2. Provide a maintenance agreement for the public parking lot.
3. Provide easement over Turtle Woods Drive for access to the public parking lot.

Yes: All-7  
No: None

### **MOTION CARRIED**

The Meeting **RECESSED** at 9:36 PM.

The Meeting **RECONVENED** at 9:41 PM.

## **AGREEMENT FOR PARKING LOT MAINTENANCE**

THIS "Agreement" is made this \_\_\_\_ day of \_\_\_\_\_ 2021, by and between ROBERTSON MEADOWS, LLC, a Michigan limited liability company, whose address is 6905 Telegraph Road, Suite 200, Bloomfield Hills, Michigan 48301-3187, (hereinafter referred to as "Developer") and CITY OF TROY, a Michigan municipal corporation, whose address is 500 W Big Beaver Rd, Troy, MI 48084, (hereinafter referred to as "City").

### **RECITATIONS:**

- A. Developer is developing a single-family residential condominium project in the City to be known as the Meadows of Troy (the "Condominium Project").
- B. Proposed to be located within the Condominium Project is a 13 space gravel parking lot and access road described in Exhibit A attached and depicted in Exhibit B ("Parking Lot"), which Parking Lot access road (collectively referred to hereafter as "Parking Lot") is to provide access to a trail head and nature trails proposed to be located on adjacent land, and this Agreement provides for the maintenance of the Parking Lot.

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

The association formed to administer the affairs of the Condominium Project (the "Condominium Association") shall be responsible for maintenance, repair and replacement of the Parking Lot. The surface of the portion of the Parking Lot used for the parking of vehicles will be gravel surface. The Parking Lot shall be reviewed, inspected, and approved by the City of Troy in the normal course of the site plan approval process.

In the event that the Association fails to preserve and/or maintain the Parking Lot in reasonable order and condition, the City may serve written notice upon the Association setting forth the deficiencies in maintenance and/or preservation along with a demand that the deficiencies be cured within a stated reasonable time period, not to exceed 21 days, and the date, time and place for a hearing before the City's Manager or his or her designee for the purpose of allowing the Association an opportunity to be heard as to why the City should not proceed with the correction of the deficiency or obligations which have not been undertaken or properly fulfilled. At any such hearing, the time for curing and the hearing itself may be extended and/or continued to a date certain. If following such hearing, the person conducting the hearing shall determine that the obligation has not been fulfilled or failure corrected within the time

specified in the notice, as determined by the City Manager in his or her reasonable discretion, the City shall thereupon have the power and authority, but not the obligation, to enter upon the Condominium Project, or cause its agents or contractors to enter the Condominium Project and perform such obligation or take such corrective measures as reasonably found by the City to be appropriate or necessary. The cost and expense of making and financing such maintenance and/or repair, including the cost of notices by the City and reasonable legal fees incurred by the City, plus an administrative fee in the amount of 25% of the total of all costs and expenses incurred, shall be paid by the Association, and such amount shall constitute a lien on an equal pro rata basis as to all of the units of the condominium. The City may require the payment of such monies prior to the commencement of work. If the Association has not paid the billed costs and expenses within 30 days, all unpaid amounts may be placed on the delinquent tax roll of the City, pro rata, as to each unit, and shall accrue interest and penalties, and shall be collected as, and shall be deemed delinquent real property taxes, according to the laws made and provided for the collection of delinquent real property taxes. In the discretion of the City, such costs and expenses may be collected by suit initiated against the responsible Condominium Association, and, in such event, the Condominium Association shall pay all court costs and reasonable attorney fees incurred by the City in connection with such suit.

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, and Robertson Meadows, LLC 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 Robertson Meadows, LLC:   Robertson Meadows, LLC  
6905 Telegraph Road, Suite 200  
Bloomfield Hills, Michigan 48301-3187  
Attn: James V. Clarke

Telephone: (248) 282- 1432

Email: [jclarke@robertsonhomes.com](mailto:jclarke@robertsonhomes.com)



With a copy to:

Williams, Williams, Rattner & Plunkett, P.C.  
380 North Old Woodward Avenue, Suite 300  
Birmingham, Michigan 48009  
Telephone: (248) 642-0333  
Email: cks@wwrplaw.com

The parties hereto make this Agreement on behalf of themselves, their heirs, successors, assigns and transferees, and hereby warrant that they have the authority and capacity to execute this Agreement and bind the property as described to the terms and conditions of this Agreement. This Agreement may not be amended or its terms varied except in writing and signed by the required parties.

This Agreement shall be recorded with the Oakland County Register of Deeds at the expense of Robertson Meadows, LLC. Robertson Meadows, LLC shall provide the Troy City Clerk with a certified copy of the Agreement as recorded, showing the date of recording, liber and page numbers.

Invalidation of any of these covenants or conditions by Judgment or Court Order shall in no way affect the validity of any other provision which shall remain in full force and effect.

This Agreement shall run with the land and be binding upon all owners, their agents, successors, assigns and transferees.

(BALANCE OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, Developer and the City have executed this Agreement as at the day and year first above set forth.

ROBERTSON MEADOWS, LLC,  
a Michigan limited liability company

By: Robertson Brothers Co.,  
a Michigan corporation, Manager

By: \_\_\_\_\_  
James V. Clarke

Its: President

STATE OF MICHIGAN    )  
                                  ) ss.  
COUNTY OF OAKLAND )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2021, before me, personally appeared James V. Clarke, President of Robertson Brothers Co., a Michigan corporation, Manager of Robertson Meadows, LLC, a Michigan limited liability company, on behalf of the corporation and company.

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

CITY OF TROY, Michigan municipality

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Ethan D. Baker  
Its: Mayor

STATE OF MICHIGAN       )  
  ) SS.  
COUNTY OF OAKLAND       )

The foregoing Agreement for Parking Lot Maintenance was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Ethan Baker on behalf of the City of Troy, a Michigan municipality.

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

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
M. Aileen Dickson  
Its: Clerk

STATE OF MICHIGAN       )  
  ) SS.  
COUNTY OF OAKLAND       )

The foregoing Agreement for Parking Lot Maintenance was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Aileen Dickson on behalf of the City of Troy, a Michigan municipality.

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

THIS INSTRUMENT DRAFTED BY AND WHEN RECORDED RETURN TO:

C. Kim Shierk  
WILLIAMS, WILLIAMS, RATTNER & PLUNKETT, P.C.  
380 North Old Woodward Avenue, Suite 300  
Birmingham, Michigan 48009

**EXHIBIT A TO**  
**AGREEMENT FOR MAINTENANCE**

**(SEE ATTACHED)**

LEGAL DESCRIPTIONS

LEGAL DESCRIPTION  
(BY PEA GROUP)

PARCEL A

PART OF THE SOUTHWEST 1/4 OF SECTION 1, TOWN 2 NORTH, RANGE 11 EAST, CITY OF TROY, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 1; THENCE S88°30'57"E ALONG THE SOUTH LINE OF SAID SECTION 1, 1310.47 FEET AND N01°14'37"W 60.07 FEET TO THE POINT OF BEGINNING, ALSO BEING A POINT ON THE NORTH RIGHT-OF-WAY LINE OF E. SQUARE LAKE ROAD (120' WIDE); THENCE CONTINUING N01°14'37"W, 625.45 FEET ALONG THE EAST LINE OF CHESAPEAKE GROVE, OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN No. 1827, AS RECORDED IN LIBER 40338, PAGE 751, OAKLAND COUNTY RECORDS AND SQUARE LAKE PLACE SUBDIVISION, AS RECORDED IN LIBER 189 OF PLATS, ON PAGES 20 AND 21, OAKLAND COUNTY RECORDS; THENCE S89°59'21"E, 857.91 FEET; THENCE S00°07'29"W, 646.98 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID E. SQUARE LAKE ROAD; THENCE ALONG SAID NORTH LINE, N88°30'57"W, 843.21 FEET TO THE POINT OF BEGINNING.  
CONTAINING: 12.42 ACRES MORE OR LESS

LEGAL DESCRIPTION  
(BY PEA GROUP)

VARIABLE WIDTH INGRESS-EGRESS EASEMENT

A variable width ingress-egress easement over part of the Southwest 1/4 of Section 1, Town 2 North, Range 11 East, City of Troy, Oakland County, Michigan, said easement being more particularly described as:  
Commencing at the southwest corner of said Section 1; thence along the south line of said section, S88°30'57"E, 1310.47 feet; thence N01°14'37"W, 60.07 feet to the north line of E. Square Lake Road (120 feet wide); thence along said north line, S88°30'57"E, 678.16 feet to the POINT OF BEGINNING;  
thence N00°07'29"E, 385.95 feet;  
thence 129.38 feet along an arc of a curve to the left, having a radius of 95.36 feet and a chord that bears N37°00'06"W, 119.69 feet;  
thence N46°20'37"W, 12.00 feet;  
thence N43°39'23"E, 55.27 feet;  
thence S46°20'37"E, 20.00 feet;  
thence S05°29'32"W, 30.57 feet;  
thence S42°12'57"E, 65.00 feet;  
thence S89°58'18"E, 151.45 feet;  
thence S00°07'29"W, 43.00 feet;  
thence N89°58'18"W, 121.01 feet;  
thence S45°01'42"W, 18.40 feet;  
thence S00°07'29"W, 382.19 feet to the aforementioned north line of E. Square Lake Road;  
thence along said north line, N88°30'57"W, 30.01 feet to the POINT OF BEGINNING.  
Containing 0.50 acres of land, more or less.

**EXHIBIT B TO**  
**AGREEMENT FOR MAINTENANCE**

**DEPICTION OF PARKING LOT**

**(SEE ATTACHED)**

SKETCH OF INGRESS-ESGRESS EASEMENT

