



500 West Big Beaver  
Troy, MI 48084  
troymi.gov

## CITY COUNCIL AGENDA ITEM



Date: September 14, 2021

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Assistant City Manager  
R. Brent Savidant, Community Development Director

Subject: PUBLIC HEARING – TROY CROSSING PLANNED UNIT DEVELOPMENT (File Number PUD JPLN2021-0008) – Proposed Amendment to Troy Crossing PUD, North side of Big Beaver, East of John R (Parcels 88-20-24-352-067 and -068), Section 24, Currently Zoned PUD 8 (Planned Unit Development 8) District

The applicant Brian Najor of Najor Companies submitted an application to amend Troy Crossing (AKA The Phoenix Troy Apartments) Planned Unit Development (PUD). The PUD was approved in 2017. The approved project featured two retail buildings plus four apartment buildings totaling 96 units. The four apartment buildings are nearing completion. The two retail buildings along Big Beaver have not been constructed and the applicant seeks to replace the approved retail buildings with another 3-story, 25-unit apartment building featuring 2,000 square feet of retail/restaurant on the ground floor.

The Planning Commission considered this application at a public hearing on August 24, 2021 and recommended approval of the rezoning by an 8-0 vote. In the resolution, the Planning Commission encouraged the applicant to enhance the development with additional landscaping, to consider moving the retail/restaurant space to the east side of the building and to increase the amount of retail/restaurant space on the ground floor up to 4,000 square feet. The applicant has not submitted revised plans which address these suggestions.

A City Council public hearing has been scheduled for September 27, 2021.

### **Legal Review**

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

#### Attachments:

1. Map.
2. Agenda packet from August 24, 2021 Planning Commission meeting.
3. Minutes from August 24, 2021 Planning Commission Regular meeting (excerpt).
4. Public comment.
5. Draft Second Amendment to Development Agreement.



DATE: August 19, 2021

TO: Planning Commission

FROM: R. Brent Savidant, Community Development Director

SUBJECT: PUBLIC HEARING - TROY CROSSING PLANNED UNIT DEVELOPMENT (File Number PUD JPLN2021-0008) – Proposed Amendment to Troy Crossing PUD, North side of Big Beaver, East of John R (Parcels 88-20-24-352-067 & -068), Section 24, Currently Zoned PUD 8 (Planned Unit Development 8) District.

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The Planning Commission is a recommending body for this application.

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

Attachments:

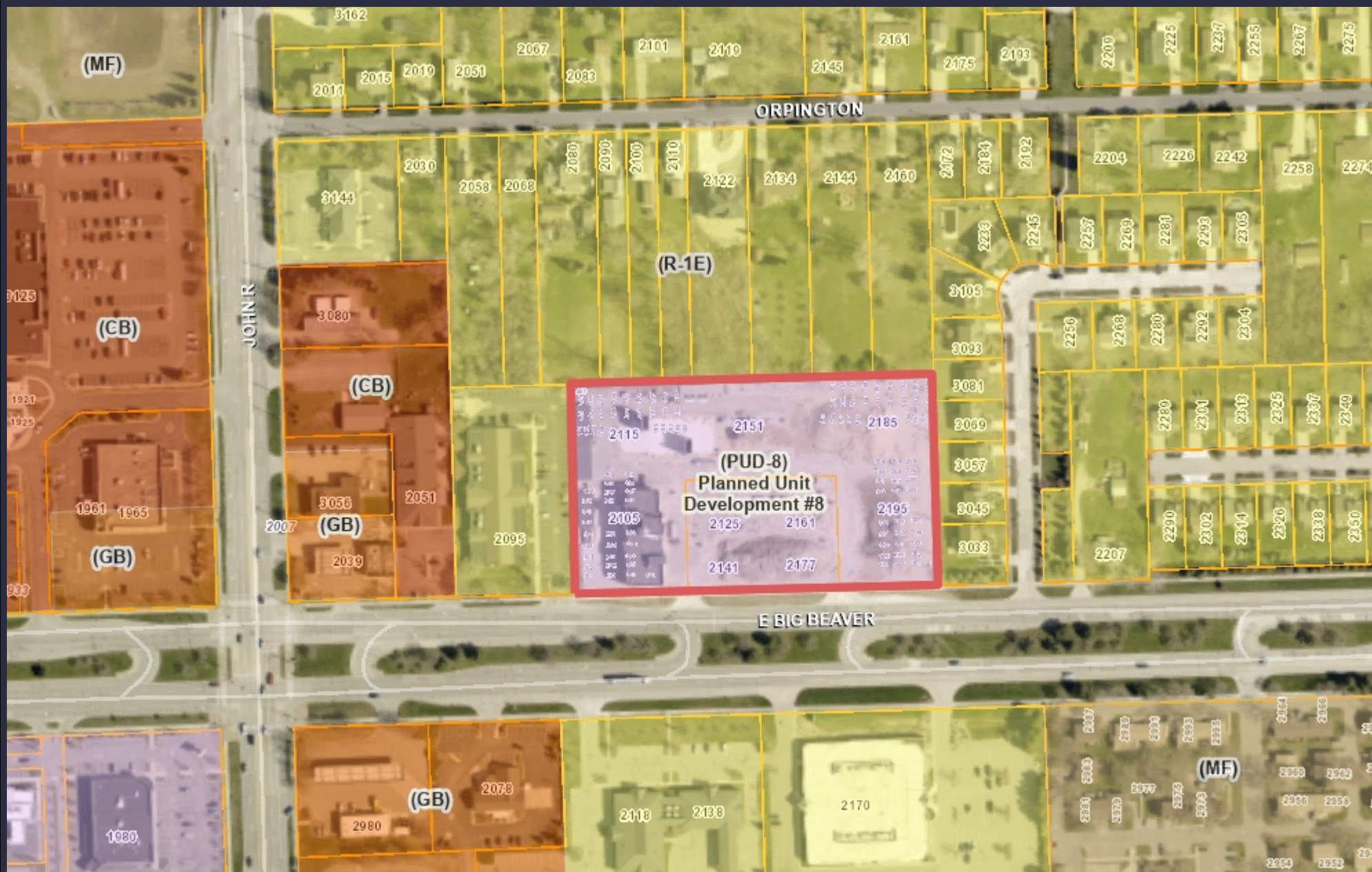
1. Maps
2. Report prepared by Carlisle/Wortman Associates, Inc.

G:\PUD's\PUD 018 JPLN2021-0008 Troy Crossing (aka The Phoenix Troy Apts)\PC Memo 08 24 2021.doc









595 0 297 595 Feet



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



**Carlisle | Wortman**  
ASSOCIATES, INC.

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

## **PUD AMENDMENT For City of Troy, Michigan**

Date: August 16, 2021

<b>Applicant:</b>	Najor Companies
<b>Project Name:</b>	Big Beaver – Troy Crossing PUD
<b>Plan Date:</b>	June 5, 2017
<b>Location:</b>	North side of Big Beaver, east of John R.
<b>Zoning:</b>	Planned Unit Development
<b>Action Requested:</b>	Planned Unit Development Amendment
<b>Required Information:</b>	Deficiencies noted

### **PROJECT AND SITE DESCRIPTION**

The Troy Crossing Planned Unit Development received PUD and site plan approval in 2017. The 2017 approval included four (4) 3-story apartment buildings (totaling 108 units), two retail/restaurant facilities (totaling approximately 10,000 sq.ft), and a community center. The retail buildings front Big Beaver Road, with the apartment buildings along the north, east and west sides of the property. Arranged as a plaza style development, the four apartment buildings and retail centers all face the center parking lot and landscaped area.

To date all four (4) 3-story apartment buildings have been constructed. The applicant notes that due to market conditions, they are seeking an PUD amendment to convert the two retail/restaurant facilities, into one building that will include 25 additional residential units and approximately 2,000 sq/ft of restaurant/retail. Parking is sufficient with the change from retail to residential.

The proposed architecture matches the built apartments.



## SUMMARY

Planning Commission is to hold a public hearing and make a recommendation to the City Council.

Yours Truly,



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

### Response to Section 6 of the PDP Application:

In September 2019, the City of Troy Council approved the PUD, known as Big Beaver Place, consisting of four apartment buildings totaling 108 units and two retail buildings of up to 12,000 square feet in total. At this time, the apartment buildings are in various stages of development with tenants having moved into building number one in April 2021 and a planned completion of building two in July 2021. The two remaining apartment buildings are scheduled to be completed by early 2022. The demand for these premium quality units at this development has been extremely strong with 67 of the total 108 units having been leased as of the beginning of June 2021. Now that we have tenants moved in and we have received a substantial amount of feedback from prospective residents, we believe that the two retail buildings approved would be a detriment to the surrounding apartment community in the form of additional traffic and noise.

In lieu of the two retail buildings, we are proposing to construct a single three-story building consisting of 2,129 square feet of retail and/or restaurant use on the west end of the ground floor and 25 additional apartment units. The retail/restaurant uses will maintain the mixed-use component of the PUD while at a scale that is more appropriate for this principally residential community. The uses envisioned for this retail component would be complimentary to the apartment residents and include such offerings as a coffee shop, small restaurant and/or personal service uses. The elevations of the proposed building would be consistent with the other buildings in the development. The building will be situated in the same area as the previously approved retail building and will retain many of the landscape and hardscape elements such as planter boxes and pavers.



(Per First American Title Insurance Co. (Title Connect, LLC) commitment number TC13-80740, commitment date 04-04-19)

Commencing at the Southwest Corner of said Section 24; thence along the South line of said Section 24, N89°47'05"E, 600.00 feet (plotted as S89°59'E, 534.46 feet); thence N00°31'38"E, 102.03 feet to the North line of Big Beaver Road (102 feet = 1/2 width half off-way) and the POINT OF BEGINNING; thence continuing N00°31'38"E, 102.03 feet to the intersection of said North line with the West line of said Section 24, 600.34 feet (plotted as 600 feet) to the point of beginning.

BEARING AND DISTANCE TO THE POINT OF BEGINNING:  
S00°34'00"E, 346.57 feet (plotted as S00°34'E, 346.57 feet)  
N89°47'57"W, 164.38 feet (plotted as N89°23'W, 164.38 feet)  
N00°18'57"E, 183.50 feet (plotted as N00°19'E, 183.50 feet)

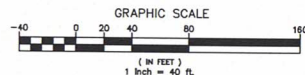
Lands in the Southwest 1/4 of Section 24, Town 2 North, Range 11 East, City of Troy, Oakland County, Michigan, being part of Lots 16 through 19, "Big Beaver Poultry Farms" Subdivision, as recorded in Liber 23, Page 14, Oakland County Records, more particularly described as:

Commencing at the Southwest Corner of said Section 24; thence along the South line of said Section 24, S82°42'05"E, 535.07 feet (platted as S89°29'E, 534.86 feet - 1/2 mile, right-of-way); thence along the North line of Big Beaver Road (102 feet - 1/2 mile, right-of-way); thence along said North line S89°41'E, 186.32 feet (platted as S89°29'E); to the POINT OF BEGINNING; thence N00°15'03"E, 183.50 feet; thence S89°41'E, 249.00 feet; thence S00°18'03"W, 183.50 feet to the aforementioned North line of Big Beaver Road; thence along said North line, N89°41'57"W, 249.00 feet to the POINT OF BEGINNING.

(Per First American Title Insurance Co. (Title Connect, LLC) commitment number TC13-80740, commitment date 04-04-18.

- 7 Subject to the easements, restrictions and reservations contained in the Big Beaver Policy Forms filed recorded at Liber 23, Page(s) 14, Oakland County Records. [DOES NOT AFFECT THE SUBJECT PROPERTY]
- 13 Terms and Conditions contained in Right of Way In favor of Michigan Bell Telephone Company as disclosed by Instrument recorded in Liber 7291, page 708. [DOES NOT AFFECT THE SUBJECT PROPERTY]
- 14 Terms and Conditions contained in Development Agreement as disclosed by instrument recorded in Liber 30785, page 864 as amended by First Amendment to Development Agreement recorded in Liber 30785 [AFFECTS ALL OF THE SUBJECT PROPERTY]
- 15 Covenants, conditions and restrictions and other restraints, but limiting restrictions, if any based on race, color, religion, sex, handicap, familial status or national origin as contained in Instrument recorded in Liber 30785, Page(s) 864, Oakland County Records. [DOES NOT AFFECT THE SUBJECT PROPERTY]

- A. At the time of survey there was no evidence observed of any tanks, drainage fields, or use as a solid waste dump or sanitary landfill.
- B. The site is currently under construction. The survey shows conditions as of January 23, 2017.
- C. No evidence of potential wetlands were observed on the subject property at the time the survey was conducted, nor were any record maps or any documentation of any wetlands being located on the subject property.
- D. The sewers and water lines are based on record maps provided by the City of Dearborn Engineering Department and visual observation.
- E. The existing conditions as shown herein, are as of the "last day of field work" noted in the certification.

[illegible]

HAVE NOT RECEIVED INFORMATION AS OF 1-18-17  
HAVE NOT RECEIVED INFORMATION AS OF 1-18-17  
HAVE NOT RECEIVED INFORMATION AS OF 1-18-17  
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HAVE NOT RECEIVED INFORMATION AS OF 1-18-17  
HAVE NOT RECEIVED INFORMATION AS OF 1-18-17  
CONSUMERS ENERGY, OS MAP #22-81-24-3, DATED 4-20-15  
HAVE NOT RECEIVED INFORMATION AS OF 1-18-17  
F.E.M.A. FIRE MAP #22-81-24-3, DATED 4-20-15  
"BOUNDARY AND TOPOGRAPHIC SURVEY BIG BEANER PLACE", FAZAL  
KAYIN & ASSOC., PROJECT #06-403, DATED 10-23-06

To: Troy Crossing, LLC  
Title Connect, LLC  
First American Title Insurance Company  
Bank of Ann Arbor

This is to certify that this map or plot and the survey on which it is based were made in accordance with the "Minimum Standard Detail Requirements for ALTA and Title Surveys," jointly established and adopted by ALTA and NSPS in 2018, and includes Items 2, 3, 4, 9, 11(a), 13, 16-18 and 19 of Table A thereof. Pursuant to the Accuracy Standards as adopted by ALTA and NSPS and in effect on the date of this certification, undersigned further states that in my professional opinion, as a land surveyor registered in the State of Michigan, the Reliance Positioning Survey of this survey does not exceed that which is specified therein. The last day of field work was completed on January 23, 2017

Todd D. Shelly, PS  
Michigan Professional Surveyor-No. 41111  
Agent for PEA, Inc.

**FLOODPLAIN NOTE:**  
BY GRAPHICAL PLOTTING, SITE IS WITHIN ZONE "X", AREA  
DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHAN-  
FLOODPLAIN PER FLOOD INSURANCE RATE MAP NUMBER  
26125C0553G, DATED JANUARY 16, 2009.

[illegible]

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**811**

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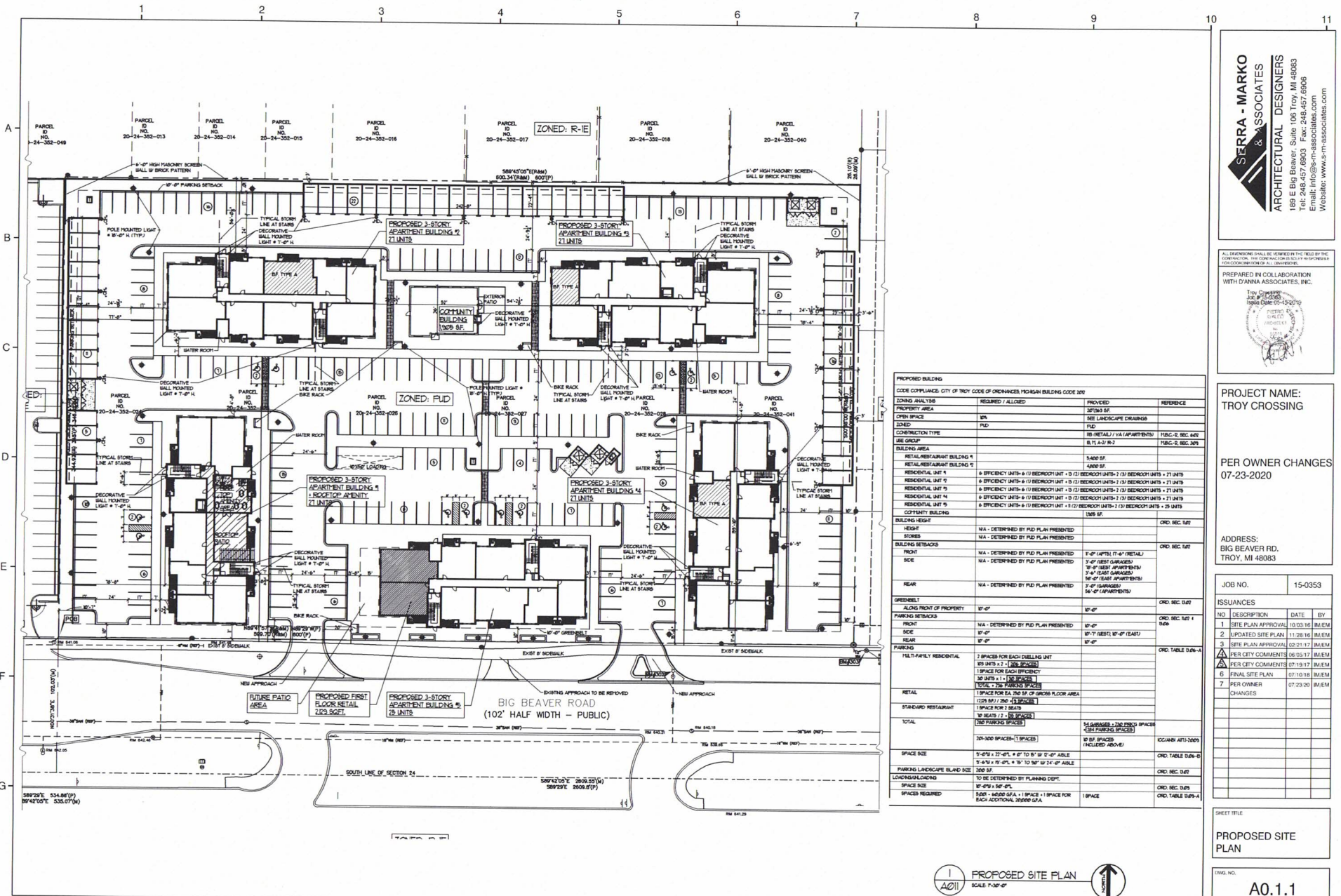


**PEA, Inc.**  
2430 Rochester Ct, Ste 100  
Troy, MI 48063-1672  
t 248.689.9090  
f 248.689.1044  
[www.peainc.com](http://www.peainc.com)

[illegible]

ORIGINAL ISSUE DATE: AUGUST 21, 2019
FEA JOB NO. 2016-286
SCALE: 1" = 40'
DRAWING NUMBER 1

1



**SERRA - MARKO & ASSOCIATES**  
**ARCHITECTURAL DESIGNERS**  
 189 E Big Beaver, Suite 108 Troy, MI 48063  
 Tel: 248.457.6903 Fax: 248.457.6906  
 Email: info@s-m-associates.com  
 Website: www.s-m-associates.com

ALL DRAWINGS SHALL BE REVIEWED BY THE FIELD BY THE  
 TOWN OF TROY. THE TOWN OF TROY IS NOT RESPONSIBLE FOR  
 THE CONSTRUCTION OF ALL UTILITIES.  
 PREPARED IN COLLABORATION  
 WITH DYANA ASSOCIATES, INC.  
 Troy, Michigan  
 189 E Big Beaver, Suite 108  
 Troy, MI 48063  
 Tel: 248.457.6903 Fax: 248.457.6906  
 Email: info@s-m-associates.com  
 Website: www.s-m-associates.com

**PROJECT NAME:**  
 TROY CROSSING

**PER OWNER CHANGES**  
 07-23-2020

**ADDRESS:**  
 BIG BEAVER RD.  
 TROY, MI 48063

**JOB NO.** 15-0353

**ISSUANCES**

NO.	DESCRIPTION	DATE	BY
1	SITE PLAN APPROVAL	10/03/16	BA/EM
2	UPDATED SITE PLAN	11/28/16	BA/EM
3	SITE PLAN APPROVAL	02/21/17	BA/EM
4	PER CITY COMMENTS	06/05/17	BA/EM
5	PER CITY COMMENTS	07/19/17	BA/EM
6	FINAL SITE PLAN	07/10/18	BA/EM
7	PER OWNER CHANGES	07/23/20	BA/EM

**PROPOSED SITE PLAN**

SCALE: 1"=40'

PROPOSED SITE PLAN

SCALE: 1"=40'









Google Earth

2/2021 Google



# Troy Crossing

## Big Beaver Rd. Troy, MI 48083

05/04/2021 Fifth Apartment Building



**NAJOR COMPANIES**  
600 N. OLD WOODWARD AVE., SUITE 100, BIRMINGHAM, MI 48009 PH: (248)433-7000

**SERRA-MARKO AND ASSOCIATES INC.**  
189 E. BIG BEAVER, SUITE 106, TROY, MI 48083 PH: (248)457-6903

**PEA**  
2430 ROCHESTER COURT, SUITE 100, TROY, MI 48083 PH: (248)689-9090

**PEA**  
2430 ROCHESTER COURT, SUITE 100, TROY, MI 48083 PH: (248)689-9090

OWNER

ARCHITECT

CIVIL ENGINEER

LANDSCAPE CONSULTANT

### DRAWING LIST:

**GENERAL:**  
G00.01 ZONING ANALYSIS  
**ARCHITECTURAL:**  
A01.01 PROPOSED SITE PLAN  
A01.02 APARTMENT FIRST FLOOR PLAN  
A01.03 APARTMENT SECOND FLOOR PLAN  
A01.04 APARTMENT THIRD FLOOR PLAN  
A01.05 APARTMENT ELEVATIONS  
A01.06 APARTMENT ELEVATIONS



**PROJECT SUMMARY:**  
APARTMENT BUILDING 1-4: 4 EFFICIENCY UNITS  
2 (1) BEDROOM UNITS  
2 (2) BEDROOM UNITS  
TOTAL: 21 UNITS EACH  
APARTMENT BUILDING 5: 6 EFFICIENCY UNITS  
6 (1) BEDROOM UNITS  
2 (2) BEDROOM UNITS  
TOTAL: 29 UNITS  
**FIRST FLOOR RETAIL/RESTAURANT AREA: 1,100 SQ. FT.**  
**PARKING REQUIRED:**  
1 SPACE FOR EACH DWELLING UNIT, 1 SPACE FOR EACH EFFICIENCY UNIT  
40 DWELLING UNITS x 1 = 40 PARKING SPACES  
30 EFFICIENCY UNITS x 1 = 30 PARKING SPACES  
TOTAL: 70 PARKING SPACES  
**RETAIL: 1 PARKING SPACE PER 250 SQ. FT. OF GROSS AREA**  
1,100 SQ. FT. / 250 = 4.4 PARKING SPACES  
**CAFE/RESTAURANT: 1 SPACE FOR 8 SEATS**  
80 SEATS / 7 = 11.4 PARKING SPACES  
**TOTAL PARKING REQUIRED (RETAIL): 145 PARKING SPACES**  
**TOTAL PARKING REQUIRED (RESTAURANT): 30 PARKING SPACES**  
**TOTAL PARKING PROVIDED: 34 PARKING SPACES**

PROPOSED BUILDING			
CODE COMPLIANCE: CITY OF TROY CODE OF ORDINANCES, MINIMUM BUILDING CODE 360			
ANALYSIS	REQUIRED / ALLOWED	PROVIDED	REFERENCE
PROPERTY AREA		107,000 SF	
OPEN SPACE	MIN.	SEE LANDSCAPE DRAWINGS	
LAND	MIN.	SEE	
CONSTRUCTION TYPE		100 (RETAIL) / 100 (APARTMENTS)	MINC-D, SEC. 402
USE GROUP		BLT, A-2 (R)	MINC-D, SEC. 305
<b>BUILDING AREA</b>			
RETAIL/RESTAURANT BUILDING 5		5,400 SF	
RETAIL/RESTAURANT BUILDING 6		4,800 SF	
RENTAL UNIT 1	6 EFFICIENCY UNITS + 1 (1) BEDROOM UNIT + 1 (2) BEDROOM UNITS + 1 (3) BEDROOM UNITS + 21 UNITS		
RENTAL UNIT 2	6 EFFICIENCY UNITS + 1 (1) BEDROOM UNIT + 1 (2) BEDROOM UNITS + 1 (3) BEDROOM UNITS + 21 UNITS		
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RENTAL UNIT 51	6 EFFICIENCY UNITS + 1 (1) BEDROOM UNIT + 1 (2) BEDROOM UNITS + 1 (3) BEDROOM UNITS + 21 UNITS		
RENTAL UNIT 52	6 EFFICIENCY UNITS + 1 (1) BEDROOM UNIT + 1 (2) BEDROOM UNITS + 1 (3) BEDROOM UNITS + 21 UNITS		
RENTAL UNIT 53	6 EFFICIENCY UNITS + 1 (1) BEDROOM UNIT + 1 (2) BEDROOM UNITS + 1 (3) BEDROOM UNITS + 21 UNITS		
RENTAL UNIT 54	6 EFFICIENCY UNITS + 1 (1) BEDROOM UNIT + 1 (2) BEDROOM UNITS + 1 (3) BEDROOM UNITS + 21 UNITS		
RENTAL UNIT 55	6 EFFICIENCY UNITS + 1 (1) BEDROOM UNIT + 1 (2) BEDROOM UNITS + 1 (3) BEDROOM UNITS + 21 UNITS		
RENTAL UNIT 56	6 EFFICIENCY UNITS + 1 (1) BEDROOM UNIT + 1 (2) BEDROOM UNITS + 1 (3) BEDROOM UNITS + 21 UNITS		
RENTAL UNIT 57	6 EFFICIENCY UNITS + 1 (1) BEDROOM UNIT + 1 (2) BEDROOM UNITS + 1 (3) BEDROOM UNITS + 21 UNITS		
RENTAL UNIT 58	6 EFFICIENCY UNITS + 1 (1) BEDROOM UNIT + 1 (2) BEDROOM UNITS + 1 (3) BEDROOM UNITS + 21 UNITS		
RENTAL UNIT 59	6 EFFICIENCY UNITS + 1 (1) BEDROOM UNIT + 1 (2) BEDROOM UNITS + 1 (3) BEDROOM UNITS + 21 UNITS		
RENTAL UNIT 60	6 EFFICIENCY UNITS + 1 (1) BEDROOM UNIT + 1 (2) BEDROOM UNITS + 1 (3) BEDROOM UNITS + 21 UNITS		
RENTAL UNIT 61	6 EFFICIENCY UNITS + 1 (1) BEDROOM UNIT + 1 (2) BEDROOM UNITS + 1 (3) BEDROOM UNITS + 21 UNITS		
RENTAL UNIT 62	6 EFFICIENCY UNITS + 1 (1) BEDROOM UNIT + 1 (2) BEDROOM UNITS + 1 (3) BEDROOM UNITS + 21 UNITS		
RENTAL UNIT 63	6 EFFICIENCY UNITS + 1 (1) BEDROOM UNIT + 1 (2) BEDROOM UNITS + 1 (3) BEDROOM UNITS + 21 UNITS		
RENTAL UNIT 64	6 EFFICIENCY UNITS + 1 (1) BEDROOM UNIT + 1 (2) BEDROOM UNITS + 1 (3) BEDROOM UNITS + 21 UNITS		
RENTAL UNIT 65	6 EFFICIENCY UNITS + 1 (1) BEDROOM UNIT + 1 (2) BEDROOM UNITS + 1 (3) BEDROOM UNITS + 21 UNITS		
RENTAL UNIT 66	6 EFFICIENCY UNITS + 1 (1) BEDROOM UNIT + 1 (2) BEDROOM UNITS + 1 (3) BEDROOM UNITS + 21 UNITS		
RENTAL UNIT 67	6 EFFICIENCY UNITS + 1 (1) BEDROOM UNIT + 1 (2) BEDROOM UNITS + 1 (3) BEDROOM UNITS + 21 UNITS		
RENTAL UNIT 68	6 EFFICIENCY UNITS + 1 (1) BEDROOM UNIT + 1 (2) BEDROOM UNITS + 1 (3) BEDROOM UNITS + 21 UNITS		
RENTAL UNIT 69	6 EFFICIENCY UNITS + 1 (1) BEDROOM UNIT + 1 (2) BEDROOM UNITS + 1 (3) BEDROOM UNITS + 21 UNITS		
RENTAL UNIT 70	6 EFFICIENCY UNITS + 1 (1) BEDROOM UNIT + 1 (2) BEDROOM UNITS + 1 (3) BEDROOM UNITS + 21 UNITS		
RENTAL UNIT 71	6 EFFICIENCY UNITS + 1 (1) BEDROOM UNIT + 1 (2) BEDROOM UNITS + 1 (3) BEDROOM UNITS + 21 UNITS		
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RENTAL UNIT 74	6 EFFICIENCY UNITS + 1 (1) BEDROOM UNIT + 1 (2) BEDROOM UNITS + 1 (3) BEDROOM UNITS + 21 UNITS		
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RENTAL UNIT 89	6 EFFICIENCY UNITS + 1 (1) BEDROOM UNIT + 1 (2) BEDROOM UNITS + 1 (3) BEDROOM UNITS + 21 UNITS		
RENTAL UNIT 90	6 EFFICIENCY UNITS + 1 (1) BEDROOM UNIT + 1 (2) BEDROOM UNITS + 1 (3) BEDROOM UNITS + 21 UNITS		
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RENTAL UNIT 95	6 EFFICIENCY UNITS + 1 (1) BEDROOM UNIT + 1 (2) BEDROOM UNITS + 1 (3) BEDROOM UNITS + 21 UNITS		
RENTAL UNIT 96	6 EFFICIENCY UNITS + 1 (1) BEDROOM UNIT + 1 (2) BEDROOM UNITS + 1 (3) BEDROOM UNITS + 21 UNITS		
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RENTAL UNIT 98	6 EFFICIENCY UNITS + 1 (1) BEDROOM UNIT + 1 (2) BEDROOM UNITS + 1 (3) BEDROOM UNITS + 21 UNITS		
RENTAL UNIT 99	6 EFFICIENCY UNITS + 1 (1) BEDROOM UNIT + 1 (2) BEDROOM UNITS + 1 (3) BEDROOM UNITS + 21 UNITS		
RENTAL UNIT 100	6 EFFICIENCY UNITS + 1 (1) BEDROOM UNIT + 1 (2) BEDROOM UNITS + 1 (3) BEDROOM UNITS + 21 UNITS		

**SERRA - MARKO & ASSOCIATES**  
**ARCHITECTURAL DESIGNERS**  
189 E Big Beaver, Suite 106 Troy, MI 48083  
Tel: 248.457.6903 Fax: 248.457.6906  
Email: info@s-m-associates.com  
Website: www.s-m-associates.com

ALL DIMENSIONS SHALL BE GIVEN IN THE FIELD BY THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES.  
PREPARED IN COLLABORATION WITH D'AMMA ASSOCIATES, INC.  
STATE OF MICHIGAN  
JEROME D'AMMA  
REGISTERED PROFESSIONAL ARCHITECT  
No. 0000000000

PROJECT NAME:  
TROY CROSSING

FIFTH APARTMENT  
BUILDING  
05-04-2021

ADDRESS:  
BIG BEAVER RD.  
TROY, MI 48083

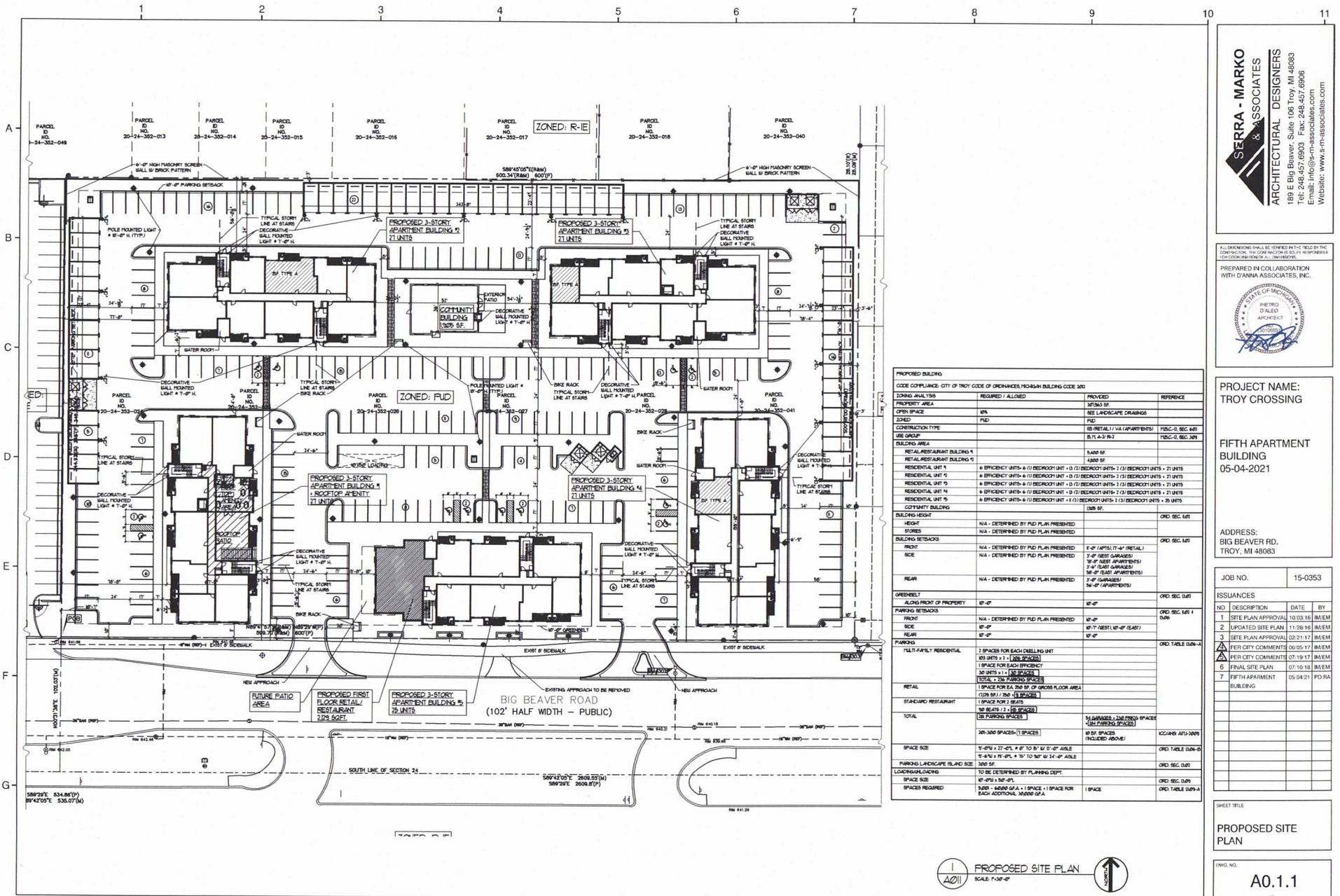
JOB NO. 15-0353

ISSUANCES			
NO.	DESCRIPTION	DATE	BY
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2	UPDATED SITE PLAN	11/28/16	BA/EM
3	SITE PLAN APPROVAL	02/21/17	BA/EM
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6	FINAL SITE PLAN	07/19/18	BA/EM
7	FIFTH APARTMENT BUILDING	05/04/21	PD/BA

SHEET TITLE:  
ZONING ANALYSIS

DWG. NO.:  
G0.0.1





PROPOSED BUILDING			
CODE COMPLIANCE: CITY OF TROY CODE OF ORDINANCES PROGRAM BUILDING CODE 300			
ZONING ANALYSIS	REQUIRED / ALLOWED	PROVIDED	REFERENCE
PROPERTY AREA	614	30763 SF	
OPEN SPACE	614	SEE LANDSCAPE DRAWINGS	
ZONED	RUD	RUD	
CONSTRUCTION TYPE		1B RETAIL / 1A APARTMENTS	IBC-20 SEC. 401
USE GROUP		1B.1 A-2 B-3	IBC-20 SEC. 309
BUILDING AREA		5400 SF	
RETAIL/RESTAURANT BUILDING 1		4800 SF	
RETAIL/RESTAURANT BUILDING 2		4800 SF	
RETAIL/RESTAURANT BUILDING 3		4800 SF	
RETAIL/RESTAURANT BUILDING 4		4800 SF	
RETAIL/RESTAURANT BUILDING 5		4800 SF	
RETAIL/RESTAURANT BUILDING 6		4800 SF	
RETAIL/RESTAURANT BUILDING 7		4800 SF	
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RETAIL/RESTAURANT BUILDING 99		4800 SF	
RETAIL/RESTAURANT BUILDING 100		4800 SF	

**SERRA - MARKO & ASSOCIATES**  
ARCHITECTURAL DESIGNERS  
189 E Big Beaver, Suite 106 Troy, MI 48063  
Tel: 248.457.6903 Fax: 248.457.6906  
Email: info@s-m-a-associates.com  
Website: www.s-m-a-associates.com

ALL DRAWINGS SHALL BE VERIFIED BY THE FIELD BY THE DESIGNER. THE DESIGNER SHALL BE RESPONSIBLE FOR THE ACCURACY OF ALL INFORMATION.

PREPARED IN COLLABORATION WITH D'AMMA ASSOCIATES, INC.

**PROJECT NAME:**  
TROY CROSSING

**FIFTH APARTMENT BUILDING**  
05-04-2021

**ADDRESS:**  
BIG BEAVER RD.  
TROY, MI 48063

**JOB NO.** 15-0353

**ISSUANCES**

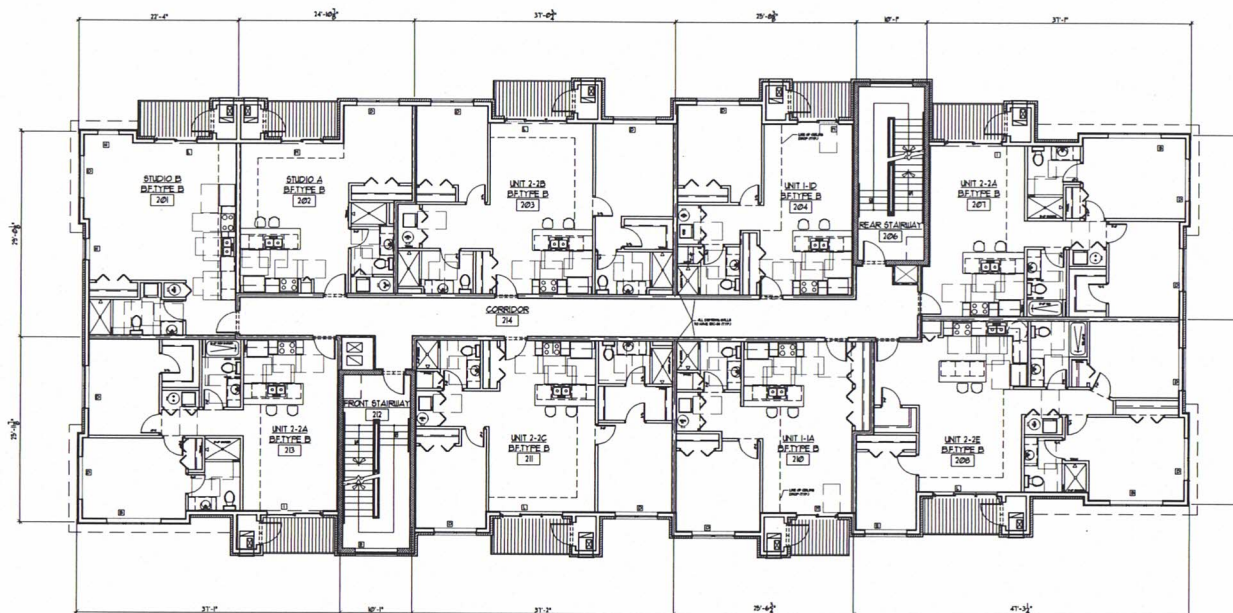
NO.	DESCRIPTION	DATE	BY
1	SITE PLAN APPROVAL	10/03/16	BA/EM
2	UPDATED SITE PLAN	11/28/16	BA/EM
3	SITE PLAN APPROVAL	02/21/17	BA/EM
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5	PER CITY COMMENTS	07/19/17	BA/EM
6	FINAL SITE PLAN	07/19/18	BA/EM
7	FIFTH APARTMENT BUILDING	05-04-21	PD/BA

**SHEET TITLE**  
**PROPOSED SITE PLAN**

**OWN. NO.**  
**A0.1.1**







**SERRA - MARKO  
& ASSOCIATES**

**ARCHITECTURAL DESIGNERS**

189 E Big Beaver, Suite 108 Troy, MI 48063  
Tel: 248.457.6903 Fax: 248.457.6906  
Email: [info@s-m-associates.com](mailto:info@s-m-associates.com)  
Website: [www.s-m-associates.com](http://www.s-m-associates.com)

PREPARED IN COLLABORATION  
WITH D'ANNA ASSOCIATES, INC.

PROJECT NAME:  
TROY CROSSING

ADDRESS:  
BIG BEAVER RD.  
TROY, MI 48063

JOB NO.	15-0353
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ISSUANCES	
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NO	DESCRIPTION	DATE	BR
4	...	...	...

3	SITE PLAN APPROVAL	02/21/17	IM
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4	PER CITY COMMENTS	06/05/17	IM
5	PER CITY COMMENTS	07/19/17	IM

6	FINAL SITE PLAN	07/10/18	IM
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7	FIFTH APARMENT	05/04/21	PD
	BUILDING		








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SHEET TITLE  
**SECOND FLOOR**

PLAN

100

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DWG. NO.A1.0.2

— 27 —

1  
A102

SECOND  
FLOOR PLAN

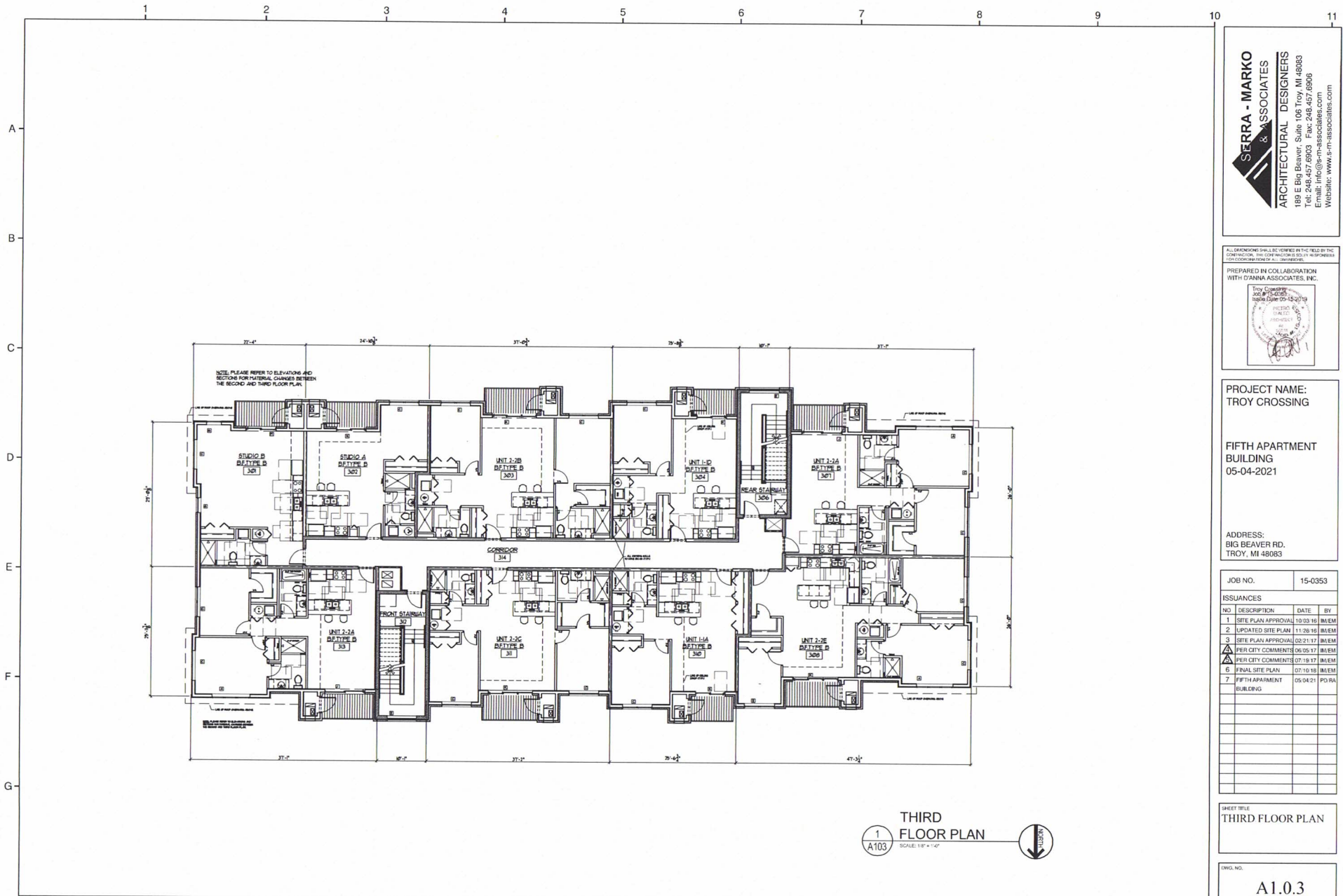
SCALE: 1/8" = 1'-0"

North Arrow

SHEET TITLE  
SECOND FLOOR  
PLAN

DWG. NO. **A1.0.2**





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PREPARED IN COLLABORATION WITH D'ANNA ASSOCIATES, INC.



PROJECT NAME:  
TROY CROSSING

FIFTH APARTMENT  
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05-04-2021

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TROY, MI 48063

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ISSUANCES

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5	PER CITY COMMENTS	07/19/17	BAEM
6	FINAL SITE PLAN	07/19/17	BAEM
7	FIFTH APARTMENT BUILDING	05/04/21	PD RA

SHEET TITLE  
THIRD FLOOR PLAN

DRWG. NO.  
A1.0.3

# APARTMENT BUILDING ELEVATION KEYED NOTES

- 1 PRE-FIN METAL COPING
- 2 HPI DOOR
- 3 LIFESTONE OR PRE-CAST SILL
- 4 BURNISHED BLOCK
- 5 BRICK
- 6 GEMENT SIDING (COLOR TBD)
- 7 OPEN STEEL CANOPY
- 8 DECORATIVE ELEMENT
- 9 PRE-FINISHED METAL PANEL
- 10 DECORATIVE WALL MOUNTED LIGHT FIXTURE
- 11 ROLL GLASS SET IN ALUM. FRAME UNDOU
- 12 ROLL 10" GLASS SET IN ALUM. FRAME DOOR
- 13 ROLL GLASS SET IN ALUM. FRAME SLIDING DOOR
- 14 ALUM. RAILING (BRONZE FIN. APPEARANCE)
- 15 DOWNPOUT (SEE PLUMBING FOR SIZE)
- 16 NOT USED
- 17 MECHANICAL SHUT
- 18 NOT USED
- 19 FASCIA WRAPPED IN PRE-FINISHED METAL (SEE SECTIONS FOR SIZES)
- 20 HVAC GRILLE (SEE MECHANICAL PLANS)
- 21 DRAIN EDGE METAL COPING
- 22 BUILDING ADDRESS NUMBERS TO BE A MINIMUM OF 4" HIGH WITH A "THIN" FINISH OF GRAY AND IN A COLOR THAT CONTRASTS THE BACKGROUND
- 23 TEMPLER GLASS UNDOU SET IN ALUMINUM FRAME
- 24 TEMPLER GLASS DOOR SET IN ALUMINUM FRAME



1 SOUTH ELEVATION  
SCALE: 1/8" = 1'-0"



2 NORTH ELEVATION  
SCALE: 1/8" = 1'-0"

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Website: www.serramarko.com

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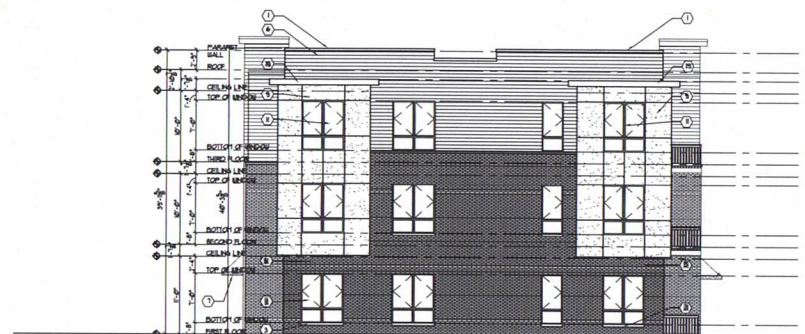
SHEET TITLE  
BUILDING  
ELEVATIONS

DWG. NO.  
A2.0.1



# APARTMENT BUILDING ELEVATION KEYED NOTES

- (1) PRE-FIN METAL CORING
- (2) MET DOOR
- (3) LIMESTONE OR PRE-CAST SILL
- (4) BURNISHED BLOCK
- (5) BRICK
- (6) CEMENT SIDING (COLOR TBD)
- (7) OPEN STEEL CANOPY
- (8) DECORATIVE ELEMENT
- (9) PRE-FINISHED METAL PANEL
- (10) DECORATIVE WALL MOUNTED LIGHT FIXTURE
- (11) INSUL. GLASS SET IN ALUM. PRIME WINDOW
- (12) INSUL. GLASS SET IN ALUM. PRIME DOOR
- (13) INSUL. GLASS SET IN ALUM. PRIME SLIDING DOOR
- (14) ALUM. RAILING (ROUGH IRON APPEARANCE)
- (15) DOWNPOUT (SEE PLUMBING FOR SIZE)
- (16) NOT USED
- (17) MECHANICAL SHUT
- (18) NOT USED
- (19) PANEL WRAPPED IN PRE-FINISHED METAL (SEE SECTION FOR SIZE)
- (20) HVAC GRILLE (SEE MECHANICAL PLANS)
- (21) DRAIN EDGE METAL CORING
- (22) BUILDING ADDRESS NUMBERS TO BE A FINISH OF 4" HSL WITH A FINISH FINISH OF 60° AND IN A COLOR THAT CONTRASTS THE BACKGROUND.
- (23) TINTED GLASS WINDOW SET IN ALUMINUM PRIME
- (24) TINTED GLASS DOOR SET IN ALUMINUM PRIME



1 EAST ELEVATION  
SCALE: 1/8" = 1'-0"



2 WEST ELEVATION  
SCALE: 1/8" = 1'-0"

**SERRA-MARKO & ASSOCIATES**  
ARCHITECTURAL DESIGNERS  
188 E Big Beaver, Suite 105 Troy, MI 48063  
Tel: 248.467.2666  
Email: info@serramarko.com  
Website: www.s-m-associates.com

ALL DIMENSIONS SHALL BE VERIFIED BY THE FIELD BY THE CONTRACTOR. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR CORRECTING ANY DISCREPANCIES.  
PREPARED IN COLLABORATION WITH D'ANNA ASSOCIATES, INC.



PROJECT NAME:  
TROY CROSSING

FIFTH APARTMENT  
BUILDING  
05-04-2021

ADDRESS:  
BIG BEAVER RD.  
TROY, MI 48063

JOB NO. 15-0353

ISSUANCES			
NO.	DESCRIPTION	DATE	BY
1	SITE PLAN APPROVAL	10-03-18	BAEM
2	UPDATED SITE PLAN	11-28-18	BAEM
3	SITE PLAN APPROVAL	02-21-17	BAEM
4	PER CITY COMMENTS	06-05-17	BAEM
5	PER CITY COMMENTS	07-19-17	BAEM
6	FINAL SITE PLAN	07-19-18	BAEM
7	FIFTH APARTMENT BUILDING	05-04-21	PD/BA

SHEET TITLE:  
BUILDING  
ELEVATIONS

DWG. NO.

A2.0.2

**PLANNED UNIT DEVELOPMENT (PUD)**

6. **PUBLIC HEARING - TROY CROSSING PLANNED UNIT DEVELOPMENT (File Number PUD JPLN2021-0008)** – Proposed Amendment to Troy Crossing PUD, North side of Big Beaver, East of John R (Parcels 88-20-24-352-067 and -068), Section 24, Currently Zoned PUD 8 (Planned Unit Development 8) District

Mr. Carlisle presented a review of the proposed Amendment to Troy Crossing Planned Unit Development. He compared the differences of the 2017 approved plan and proposed amendment as relates to the residential and commercial facilities. Mr. Carlisle reported parking is sufficient with the change from retail to residential and the proposed architecture matches the apartments that have been constructed and/or currently under construction. Mr. Carlisle said if the amendment to the PUD is approved, the applicant would be required to submit a revised landscape plan and photometrics plan for Building 5. He said a public hearing is scheduled this evening and the Planning Commission role is to make a recommendation to City Council.

Mr. Carlisle provided a brief explanation of a PUD application.

Mr. Savidant provided a brief history of the original Planned Unit Development as relates to the public benefit and mix of retail and residential uses.

Applicant Bryan Najor and General Contractor Richard Atto were present.

Mr. Najor addressed the development with respect to the changing market. He said residential is a highly sought after component now and commercial is shrinking. Mr. Najor said the proposed amendment would accommodate the market for additional residential. His focus on a retail/restaurant component is a less intense use that would be harmonious with existing apartment residents.

There was discussion on:

- Building height; initially 4 story.
- Success of development; compliments to property owner/applicant.
- Square footage of retail component; reduction, retail options.
- Community Center on site; fitness center and kitchen planned in future.
- Public benefit for City as a whole, not only apartment residents.
- Standards for Approval; how they relate to application at time of approval and currently with proposed amendment.
- Location of retail component; west or east elevations.
- Landscaping/screening; administration to work with applicant on landscape/hardscape.
- Preserving integrity of original PUD agreement.
- Demographics of apartment residents; fully occupied; on-going list of potential new residents.

Mr. Atto addressed the marketing strategy and flexibility in the location of the retail component.



**PUBLIC HEARING OPENED**

There was no one present who wished to speak.

**PUBLIC HEARING CLOSED**

Mr. Savidant suggested a non-binding Resolution to encourage the developer to consider additional square footage for retail provided there is sufficient parking and allow flexibility in amending the PUD agreement.

**Resolution # PC-2021-08-xxx (withdrawn)**

Moved by: Rahman

Support by: Perakis

**WHEREAS**, The applicant Najor Companies submitted an application to amend Troy Crossing Planned Unit Development (PUD), aka The Phoenix Troy Apartments, located on the north side of Big Beaver, east of John R, in Section 24, approximately 4.77 acres in area; and

**WHEREAS**, Troy Crossing PUD was approved as a mixed use development including four 3-story apartment buildings and two retail/restaurant facilities; and

**WHEREAS**, The applicant has proposed to replace the two approved 1-story retail/restaurant facilities with one 3-story building featuring whatever possible apartments the applicant can make and 4,000 square feet of retail/restaurant on the ground floor on both the east and west sides; and

**WHEREAS**, The proposed 3-story building is similar in design to the four buildings on site which are nearing completion; and

**WHEREAS**, The proposed revision to the PUD meets the Standards for Approval set forth in Section 11.03.

**BE IT RESOLVED**, That the Planning Commission recommends to City Council that Concept Development Plan Approval and Preliminary Development Plan Approval for the proposed amendment to Troy Crossing PUD, aka The Phoenix Troy Apartments, be **granted**.

**Discussion on the motion on the floor.**

Ms. Dufrane said better direction is needed on the Resolution so that she and the applicant's attorney have something that is workable and feasible to amend the PUD agreement. She said also that it appears the applicant is not in support of 4,000 square feet of retail.

Mr. Savidant stated he understands the intent of the Resolution on the floor. He suggested it might read to encourage additional landscaping, encourage the retail

space along the east side versus the west side and encourage additional retail square footage, noting this can be accomplished under design considerations.

Mr. Rahman withdrew the Resolution on the floor. Ms. Perakis was in support.

**Resolution # PC-2021-08-063**

Moved by: Lambert  
Support by: Rauch

**WHEREAS**, The applicant Najor Companies submitted an application to amend the Troy Crossing Planned Unit Development (PUD), aka The Phoenix Troy Apartments, located on the north side of Big Beaver, east of John R, in Section 24, approximately 4.77 acres in area; and

**WHEREAS**, the Troy Crossing PUD was approved as a mixed use development including four 3-story apartment buildings and two retail/restaurant facilities; and

**WHEREAS**, The applicant has proposed to replace the two approved 1-story retail/restaurant facilities with one 3-story building featuring 25 apartment units and 2,000 square feet of retail/restaurant on the ground floor; and

**WHEREAS**, The proposed 3-story building is similar in design to the four buildings on site which are nearing completion; and

**WHEREAS**, The proposed revision to the PUD meets the Standards for Approval set forth in Section 11.03.

**WHEREAS**, We encourage the applicant to enhance the landscaping, to consider moving the retail/restaurant space to the east side of the building and to encourage the applicant to increase the amount of retail/restaurant space on the ground floor up to 4,000 square feet.

**BE IT FURTHER RESOLVED**, That the Planning Commission recommends to City Council that Concept Development Plan Approval and Preliminary Development Plan Approval for the proposed amendment to Troy Crossing PUD, aka The Phoenix Troy Apartments, be **granted**.

Yes: All present (8)  
Absent: Tagle

**MOTION CARRIED**



**PLANNED UNIT DEVELOPMENT (PUD)**

6. **PUBLIC HEARING - TROY CROSSING PLANNED UNIT DEVELOPMENT (File Number PUD JPLN2021-0008)** – Proposed Amendment to Troy Crossing PUD, North side of Big Beaver, East of John R (Parcels 88-20-24-352-067 and -068), Section 24, Currently Zoned PUD 8 (Planned Unit Development 8) District

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- Demographics of apartment residents; fully occupied; on-going list of potential new residents.

Mr. Atto addressed the marketing strategy and flexibility in the location of the retail component.

**PUBLIC HEARING OPENED**

There was no one present who wished to speak.

**PUBLIC HEARING CLOSED**

Mr. Savidant suggested a non-binding Resolution to encourage the developer to consider additional square footage for retail provided there is sufficient parking and allow flexibility in amending the PUD agreement.

**Resolution # PC-2021-08-xxx (withdrawn)**

Moved by: Rahman

Support by: Perakis

**WHEREAS**, The applicant Najor Companies submitted an application to amend Troy Crossing Planned Unit Development (PUD), aka The Phoenix Troy Apartments, located on the north side of Big Beaver, east of John R, in Section 24, approximately 4.77 acres in area; and

**WHEREAS**, Troy Crossing PUD was approved as a mixed use development including four 3-story apartment buildings and two retail/restaurant facilities; and

**WHEREAS**, The applicant has proposed to replace the two approved 1-story retail/restaurant facilities with one 3-story building featuring whatever possible apartments the applicant can make and 4,000 square feet of retail/restaurant on the ground floor on both the east and west sides; and

**WHEREAS**, The proposed 3-story building is similar in design to the four buildings on site which are nearing completion; and

**WHEREAS**, The proposed revision to the PUD meets the Standards for Approval set forth in Section 11.03.

**BE IT RESOLVED**, That the Planning Commission recommends to City Council that Concept Development Plan Approval and Preliminary Development Plan Approval for the proposed amendment to Troy Crossing PUD, aka The Phoenix Troy Apartments, be **granted**.

**Discussion on the motion on the floor.**

Ms. Dufrane said better direction is needed on the Resolution so that she and the applicant's attorney have something that is workable and feasible to amend the PUD agreement. She said also that it appears the applicant is not in support of 4,000 square feet of retail.

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Mr. Rahman withdrew the Resolution on the floor. Ms. Perakis was in support.

**Resolution # PC-2021-08-063**

Moved by: Lambert

Support by: Rauch

**WHEREAS**, The applicant Najor Companies submitted an application to amend the Troy Crossing Planned Unit Development (PUD), aka The Phoenix Troy Apartments, located on the north side of Big Beaver, east of John R, in Section 24, approximately 4.77 acres in area; and

**WHEREAS**, the Troy Crossing PUD was approved as a mixed use development including four 3-story apartment buildings and two retail/restaurant facilities; and

**WHEREAS**, The applicant has proposed to replace the two approved 1-story retail/restaurant facilities with one 3-story building featuring 25 apartment units and 2,000 square feet of retail/restaurant on the ground floor; and

**WHEREAS**, The proposed 3-story building is similar in design to the four buildings on site which are nearing completion; and

**WHEREAS**, The proposed revision to the PUD meets the Standards for Approval set forth in Section 11.03.

**WHEREAS**, We encourage the applicant to enhance the landscaping, to consider moving the retail/restaurant space to the east side of the building and to encourage the applicant to increase the amount of retail/restaurant space on the ground floor up to 4,000 square feet.

**BE IT FURTHER RESOLVED**, That the Planning Commission recommends to City Council that Concept Development Plan Approval and Preliminary Development Plan Approval for the proposed amendment to Troy Crossing PUD, aka The Phoenix Troy Apartments, be **granted**.

Yes: All present (8)

Absent: Tagle

**MOTION CARRIED**

**From:** [Kanphade Bhushan](#)  
**To:** [Planning](#)  
**Subject:** Parcel identification number 88-20-24-352-067  
**Date:** Monday, September 20, 2021 8:22:54 AM

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**CAUTION:** This email did not originate from within the City of Troy. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello,

I live right next to this new Apartment and I believe they already build way too many apartments in such a small area.

There is no need to make any more apartments or retail stores there. Big Beaver road already has way too many stores. We are already tired of the traffic and this will only increase the traffic.

I don't understand why retail stores and apartment were approved in the same place.

**Either there should be retail store or apartment. No need to add more apartments on top of retail.**

Kindly consider my request.

Sincerely,

Bhushan

Troy resident since 2001



**STATE OF MICHIGAN  
COUNTY OF OAKLAND  
CITY OF TROY**

**SECOND AMENDMENT TO DEVELOPMENT AGREEMENT FOR**

**TROY CROSSING, LLC (formerly known as “Big Beaver Place Planned Unit Development”)**

This Second Amendment to Development Agreement for the Big Beaver Planned Unit Development (“Second Amendment”), dated September \_\_\_\_, 2021 is entered into by and between **TROY CROSSING, LLC**, a Michigan limited liability company ("Developer"), whose address is 600 N. Woodward, Suite 100, Birmingham, Michigan 48009 and the **CITY OF TROY**, a Michigan municipal corporation (the “City”), having its principal offices at 500 West Big Beaver Road, Troy, Michigan 48084 .

**RECITALS**

A. On or about September 10, 2007, the City entered into a Development Agreement for the Big Beaver Place Planned Unit Development ("Original Development Agreement") with Big Beaver Place, LLC (“Original Developer”), which Original Development Agreement is recorded at Liber 39785, Pages 864, Oakland County Records. Pursuant to the Original Development Agreement, the City approved the Big Beaver Place Planned Unit Development relating to a 4.77-acre parcel of land which is more particularly described in Exhibit A attached hereto (the “Property”). (Exhibit A).

B. Developer is the successor in interest to Original Developer with the respect to the Property and the Original Development Agreement.

C. On September 9, 2019, the City and Developer amended the Original Development Agreement pursuant to the terms of an agreement entitled: Revised First Amendment to Development Agreement for the Big Beaver Planned Unit Development Now Known as “Troy Crossing, LLC” (the “First Amendment”). The First Amendment is recorded at Liber 53230, Page 766, Oakland County Records. The Original Development Agreement, as amended by the First Amendment, is hereinafter referred to as the “Amended Development Agreement”. (Exhibit B).

D. Pursuant to the Amended Development Agreement, Developer has completed or is in the process of completing 4 residential buildings, a community building and one car garages. The Amended Development Agreement also allows Developer to construct 2 retail buildings along Big Beaver Road not exceeding 12,000 square feet in total (the “Retail Component”). Developer desires to replace the two approved 1-story retail/restaurant facilities with one 3-story building featuring 25 apartment units and between 2,000 and 4,000 square feet of retail/restaurant space on the ground floor (the “Modified Development”).

E. Developer submitted an application to the City to amend the development contemplated by the Amended Development Agreement (the “Troy Crossing PUD”) to allow for the Modified Development.

F. With Developer’s application to the City, Developer submitted plans and specifications for the Modified Development to the City Planning Department and the Planning Commission, and on August 24, 2021 the Troy Planning Commission recommended approval of the Modified Development by the Troy City Council. (Exhibit C).

G. The parties desire to further amend the Amended Development Agreement in order to implement the Modified Development in accordance with the plans, specifications, drawings and site plan submitted to and recommended for approval by the Planning Commission on August 24, 2021 (collectively the “Modified Development Plans”).

## **AGREEMENT**

**NOW, THEREFORE**, in consideration of the foregoing and by mutual agreement set forth below, the parties agree as follows:

1. Paragraph 2.4 of the of the Amended Development Agreement is amended and restated in its entirety as follows:

2.4 The uses permitted at Troy Crossing PUD are depicted on the Modified Development Plans recommended for approval by the Planning Commission on August 24, 2021, and approved by City Council on September 27, 2021. The residential component of Troy Crossing PUD shall consist of the four three-story existing buildings (which are complete or nearing completion), totaling 108 units and a fifth mixed use building containing 25 residential units and first floor retail space of not less than 2,000 square feet and not more than 4,000 square feet to be determined by the Developer in good faith based on market conditions. Each residential unit shall have an area of approximately 500 to 1,500 square feet. The fifth building shall be based on the plans, specifications, drawings and site plan submitted to and approved by the City Planning Commission on August 24, 2021. (Exhibit C). Developer has constructed one-car garages in accordance with the Site Plan. Developer has substantially completed a community building between apartment Buildings Two (2) and Three (3) per the plans and shall complete the community building pursuant to the plans previously submitted to and approved by the City. The uses



permitted under this PUD are also uses permitted in the CB and MF Zoning Districts of the City of Troy Zoning Ordinance except that drive-through services shall not be permitted. To the extent otherwise provided in the Amended Development Agreement, as amended hereby (the "PUD Agreement"), all uses in the regulations for the CB and MF Zoning Districts are allowed with the exception that drive-through services shall not be permitted. In the event that there is any conflict between the City' s Ordinances and the PUD Agreement, the terms and conditions of the PUD Agreement shall prevail.

2. Except as otherwise specifically amended herein, all terms and conditions of the Amended Development Agreement are reaffirmed and ratified and shall be in full force and effect as of the date of this Second Amendment. If there is any dispute between the Amended Development Agreement and this Second Amendment, then this Second Amendment shall control. Each of the parties acknowledges that the other party has performed its obligations under the Amended Development Agreement through the date hereof.

IN WITNESS WHEREOF, THIS Second Amendment to Development Agreement for Troy Crossing PUD was executed by the respective parties on the date specified with the notarization with their name and shall take effect on the date of full execution.

**DEVELOPER:**

**Troy Crossing, LLC,  
a Michigan limited liability company**

\_\_\_\_\_  
By: Brian Najor  
Its: Manager

Dated: \_\_\_\_\_

State of Michigan    )  
                                  )  
County of Oakland    )

The foregoing instrument was acknowledged before me on this \_\_\_\_\_ of September, 2021 by Brian Najor, the Manager, of Troy Crossing, LLC. a Michigan limited liability company, on behalf of the company.

\_\_\_\_\_  
Print Name:\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, MI  
My Commission Expires: \_\_\_\_\_  
Acting in the County of: \_\_\_\_\_

**CITY:**

**City of Troy, a Michigan municipal  
corporation**

Dated: \_\_\_\_\_

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

Dated: \_\_\_\_\_

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

State of Michigan        )  
                                      )  
County of Oakland        )

The foregoing instrument was acknowledged before me on this \_\_\_\_\_ day of September, 2021  
by Ethan Baker, Mayor, and M. Aileen Dickson, City Clerk, of the City of Troy, a Michigan  
municipal corporation, on behalf of the Corporation.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, MI  
My Commission Expires: \_\_\_\_\_  
Acting in the County of: \_\_\_\_\_

Drafted By:  
Dennis M. Gannan, Esq.  
Dennis M. Gannan PLLC  
2265 Livernois Road, Suite 500  
Troy, Michigan 48083

When Recorded Return to:  
M. Aileen Dickson  
City Clerk  
Troy 500 West Big Beaver Road  
Troy, Michigan 48084



# EXHIBIT A

**BIG BEAVER PLACE**

**STATE OF MICHIGAN / COUNTY OF OAKLAND**

**CITY OF TROY**

**DEVELOPMENT AGREEMENT**

**FOR**

**"BIG BEAVER PLACE"**

**PLANNED UNIT DEVELOPMENT**

This Development Agreement ("Agreement"), dated September 10, 2007, is entered into by and between **BIG BEAVER PLACE, LLC**, a Michigan limited liability company, the address of which is 48593 Hayes Road, Shelby Township, Michigan 48315, referred to herein as the "Developer", and the **CITY OF TROY**, a Michigan municipal corporation, having its principal offices at 500 West Big Beaver Road, Troy, Michigan 48084 ("City").

**RECITALS:**

A. Developer is the owner of certain real property located in the City of Troy, Oakland County, Michigan, consisting of 6 parcels and containing approximately 4.77 acres, as more particularly described on **Exhibit "A"** attached hereto (the "Property").



B. Developer shall follow all required steps, per City Ordinance, Article VI, to effect a description change combining all parcels into one (1) parcel. The City agrees to process the description change, and request a new Parcel identification Number from Oakland County when all Ordinance requirements are met.

C. Developer has petitioned for an amendment to the City's Zoning Ordinance granting a rezoning of the Property to Planned Unit Development ("PUD"), the Development to be known as "Big Beaver Place", sometimes also referred to herein as the "Development" or the "Planned Unit Development". Developer has received Conceptual Development Plan Agreement approval from City Council for the rezoning of the Property to PUD as required by Article XXXV of the City's Zoning Ordinance, and approval of a Conceptual P.U.D. Site Plan, a copy of which is hereto attached as Exhibit B.

D. In connection with the grant of rezoning of the Property to PUD, Section 35.50.00 of the City's Zoning Ordinance requires the submissions of a Planned Unit Development Agreement which incorporates conceptual site plans, conceptual landscaping plans and other documents enumerated as PUD Documents, as defined below and which requires the approval of those documents by City Council as part of the grant of rezoning of the Property to PUD. As part of Conceptual Development Plan approval, Developer has offered and agreed to proceed with the undertakings described in the PUD Documents which Developer and the City agree were necessary and roughly proportional to the burden imposed in order to (i) ensure that the public services and facilities affected by the Development will be capable of accommodating increased services and facility loads caused by the Development, (ii) protect the natural environment and conserve natural resources, (iii) ensure compatibility with adjacent uses of land, (iv) promote use of the Property in a socially and economically desirable manner and (v) achieve other legitimate objectives authorized under the Michigan Zoning Enabling Act, MCL 125.3101, *et. seq.* and Chapter 39, Article XXXV of the City of Troy Zoning Ordinance.

E. For the purpose of confirming the rights, obligations and restrictions in connection with the development to be undertaken on the Property, once City Council has enacted an Amendment to the Zoning Ordinance rezoning the Property to the Planned Unit Development and approved this Agreement, conceptual site plans, conceptual landscaping plans and the other PUD Documents, the effective date of the rezoning and this Agreement shall be the date on which City Council approves this Agreement. After the agreement granting rezoning is effective, the Planning Director shall take what actions are necessary to correct the Zoning Map to show the rezoning of the property this Agreement shall be binding upon the City, the Developer, the owners of any portion of the Property including condominium units, if applicable; and tenants within the Development; and all the association(s) established, and all successors and assigns and shall run with the land.

F. The Developer reserves the right to convert all or portions of the Property as a condominium development at any time in its discretion.

NOW, THEREFORE, as an integral part of the grant of the rezoning of the Property to "Big Beaver Place" Planned Unit Development, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

## ARTICLE I

### GENERAL TERMS

1.1 This Agreement including all PUD Documents, whether conceptual, preliminary or final, shall run with the land. Reference in this Agreement or any PUD Documents to "Developer" shall include Developer's successors and assigns. Any reference to owners, property owners, or Associations or Condominiums shall include their successors and assigns. It is the intent of the City and Developer to put all future owners of the Property or parties in interest on notice of the rights, obligations and restrictions contained herein by recording this Agreement with the Oakland County Register of Deeds. Any termination of an ownership interest shall not nullify or void this Agreement. The terms and conditions of this Agreement shall be considered "Deed Restrictions" binding upon all Developers and any successors or assigns of the Property.

1.2 The Project shall be developed and improved in accordance with the following, which shall be referred to herein as the "PUD Documents":

- A. Chapter 39, ARTICLE XXXV of the City's Zoning Ordinance, and amendments, if any.
- B. This PUD Agreement.
- C. The Conceptual P.U.D. Application date stamped "Received" by the City of Troy Planning Department on August 9, 2007.
- D. The following full-sized plans, date stamped "Received" by the City of Troy Planning Department on August 1, 2007:

	Cover Sheet
Sheet 1	Boundary and Topographic Survey
Sheet 2	Conceptual P.U.D. Site Plan (referred to as Preliminary P.U.D. site Plan)
Sheet 3	Conceptual Grading and Stormwater Management Plan (Referred to as Preliminary Grading and Stormwater Management Plan)
Sheet P-1	Landscape and Planting Plan
Sheet P-2	Pedestrian Circulation Plan
Sheet P-3	Details
Sheet A-101	Conceptual Floor Plans
Sheet A-102	Conceptual Floor Plans and Elevations



- E. The resolution in the official minutes of the meeting at which the City Council approved the Planned Unit Development, including any and all conditions of the approval contained therein.
- F. An Affidavit of Property Ownership to be recorded with the Oakland County Register of Deeds prior to commencement of construction and prior to the sale of any portion of the Project, containing the legal description of the entire Property; specifying the date of approval of the Planned Unit Development rezoning, and declaring that all future development of the Property has been authorized, restricted and required to be carried out in accordance with this Agreement and the Ordinance amendment granting rezoning to Planned United Development.
- G. The Preliminary Development Plan, when it is approved by City Council.

Engineering Plans have not been submitted with this Agreement. It is understood by all parties and it is part of this Agreement that Engineering Plans, acceptable to the City Engineer, must be compliant with this Agreement, the City of Troy ordinances and development standards, and state and federal law and shall be submitted at the time of the request for Final Site Plan approval for such Phase.

1.3 The Ordinance amendment granting Big Beaver Place Planned Unit Development reclassifies the zoning of the Property to PUD and constitutes the land use authorization for the Property, and all use and improvement of the Property shall be in substantial conformity with such Ordinance and the PUD Documents referenced herein.

## **ARTICLE II**

### **DEVELOPER'S RIGHTS, OBLIGATIONS AND PROPERTY RESTRICTIONS**

2.1 Developer shall have the right to develop and use the Property in accordance with the PUD Documents and the Zoning Ordinance in effect at the time of the Conceptual PUD Approval. Any changes to the Conceptual P.U.D. Site Plan or the Final Site Plan shall be approved in accordance with the City's Zoning Ordinance. Provided, however, that minor modifications resulting from engineering considerations or site conditions may be approved by the Director of Building and Zoning.

2.2 "Big Beaver Place" is being proposed to be developed utilizing the City of Troy's Planned Unit Development (PUD) Ordinance for a mixed-use commercial, retail, and residential development. The Development will enable the redevelopment of the obsolete six (6) parcels of land located on the north side of Big Beaver Road, east of John R. Road. Big Beaver Place will provide attractive and viable uses. The Development will provide the residents of the City of Troy with a mixed-use development with new commercial, retail, and residential opportunities.

2.3 Developer shall develop the Property substantially in accordance with the PUD Documents. Failure to develop the Property substantially in accordance with the PUD Documents shall constitute a deficiency under this Agreement.

2.4 The uses permitted at Big Beaver Place are depicted on the Conceptual P.U.D. Site Plan recommended for approval by Planning Commission on June 12, 2007, and City Council on September 10, 2007, prepared by Fazal Khan & Associates, Inc. date stamped "Received" by City of Troy Planning Department on August 1, 2007. The two retail buildings shall not exceed a combined area of 16,000 square feet; the separate commercial building shall not exceed 3,500 square feet in area, and may be used for a deli and coffee shop or similar commercial uses. The residential component shall consist of no more than 23 townhouses, not exceeding two stories in height, with each unit having an area of approximately 1,800 square feet and a two-car garage. The uses permitted under this PUD are also uses permitted in the B-2, RM-1 Commercial, and RM-3 Zoning Districts of the City of Troy Zoning Ordinance. To the extent otherwise provided in the PUD documents, all uses in the regulations for the B-2, RM-2 and RM-3 Zoning Districts are allowed. In the event that there is any conflict between the City's Ordinances and this PUD Agreement, the terms and conditions of this PUD Agreement shall prevail.

2.5 List of Conditions Offered in Exchange for PUD Consideration. Developer or its successors or its assigns shall cause to be installed landscaping and an irrigation system on the Property in accordance with the Landscaping Plans. The Conceptual P.U.D. Site Plan includes landscape features above the requirements as outlined in the City Ordinance, and including bio-swales with under drains, planted with wetland and upland native shrubs and herbaceous species, and an attractive detention pond/water feature. The pond and open area is centrally located so that it can be enjoyed by all the users on the Property. The public benefit provided by Developer includes the elimination of existing under-development as well as the assemblage of properties to create a consistent development that provides a logical transition with the surrounding properties. The Development promotes and is consistent with the redevelopment goals of the Big Beaver Corridor Study and incorporates and implements numerous goals and strategies of the Big Beaver Corridor Study. The objectives of the PUD provide a higher quality of development than could be achieved under conventional zoning. The façade quality and pedestrian amenities exceed Ordinance requirements and accomplish safe and efficient site circulation connectivity. The development plan provides a large open space and landscaped area which exceeds the requirements of the City, and a workable integrated design.

2.6 Developer shall maintain all common areas, storm water drainage and retention facilities, landscaped areas, parking areas and sidewalks in good working order and appearance. Developer may establish an Association or Associations to assume the maintenance obligations set forth in this Article II, this Planned Unit Development Agreement and otherwise, in which event the Association or Associations shall succeed to the Developer's obligations for those portions of the Property defined in the instrument establishing each Association, and Developer shall be relieved of all obligations and liability with respect thereto.

2.7 Developer or an Association or Associations shall perform its landscaping maintenance obligations under Article II, this Planned Unit Development Agreement and

otherwise, such that the landscaping and related improvements are maintained in a neat and orderly appearance, substantially free from refuse and debris and, weather permitting, Developer or the Association or Associations shall promptly replace any dead or dying plants and shrubs, but in no event later than the end of the then-current planting season.

2.8 In the event Developer conveys all or any portion of the Property, it shall establish restrictions on the Property providing that all portions of the Property shall have full egress and ingress for both vehicular and pedestrian use and for egress and ingress to Big Beaver, and full access of the common areas for utility installation, construction, repair, and maintenance affecting and placed upon the Property, which may provide for shared participation in the cost of maintenance and repair. Developer may, however, designate specific parking areas for use by specific components of the Development.

2.9 The Property contains three structures which Developer intends to demolish. The City will grant any permits required for such purpose, which shall be subject to the requirements set forth below in this section. Developer shall comply with all State statutes and City Ordinances regarding demolition. In connection with the demolition of such structures, Developer shall engage a demolition contractor to remove any asbestos and/or asbestos contaminated materials contained within such structures(s) prior to performing its demolition activities. Any asbestos shall be removed in accordance with an action plan prepared by Developer's contractor, which action plan shall include the following: prior to the removal of any asbestos and/or asbestos contaminated materials, such contractor shall notify the Michigan Department of Environmental Quality that the contractor intends to commence demolition activities involving a structure(s) which contains asbestos; Developer's contractor shall use trained asbestos abatement/removal technicians. All asbestos materials, if any, which are removed from the site shall be sent to a Type II landfill and, in connection with the transportation of such materials to the landfill, appropriate shipping manifests shall be obtained and a third-party monitoring company shall be engaged to monitor the transportation of asbestos contaminated materials to such landfill. Demolition of structures will commence/resume following completion of asbestos removal activities. During the demolition process, the site will be sprayed with water to minimize airborne particles. Following completion of the demolition activities, the City shall inspect the site prior to the performance of backfilling and grading activities. When the City has approved the site, which approval shall not be unreasonably withheld, the site will then be graded and seeded to prevent soil erosion.

2.10 Developer shall comply with the City Code and Ordinances and Engineering Standards not inconsistent with this Agreement, make any necessary application for permits, and obtain any necessary permits for the use of construction trailers and for lease and advertising signs.

### ARTICLE III

#### PUBLIC IMPROVEMENTS

3.1 Water and Sanitary Sewer Systems. Developer shall, at its sole expense, construct and install improvements and/or connections tying into the municipal water and



sewage systems, including any required water hydrants. Such improvements shall be designed and constructed in accordance with the Final Site Plan, the PUD Documents, approved engineering construction plans, applicable City, County and State standards, codes, regulations, ordinances and laws. Such water and sanitary sewer service facilities, including any on-site and off-site facilities, extensions and easements to reach the area to be served, shall be provided by and at the sole expense of the Developer, and shall be completed, approved and dedicated to the City, as requested by the City in its discretion, to the extent necessary to fully service all proposed and existing facilities, structures and uses within the Development to be served thereby. No building shall be issued a Certificate of Occupancy until that building is served by water and sanitary sewer improvements according to applicable laws, ordinances, codes, regulations and standards in effect at the time the Certificate of Occupancy for the building is applied for. The City may require that the Developer post security in the form of cash or check or certificate of deposit or irrevocable letter of credit issued by an institution doing business in Oakland County, under a separate agreement in an amount equal to the cost of construction, or a performance bond in an amount equal to the cost of construction plus ten (10%) percent, as specified in a bona fide contract for construction of such water and sanitary sewer system improvements, which estimate shall be approved by the City Engineer, together with an agreement with the City, approved by the City Attorney, authorizing the City, at its option, to install the water system and/or sanitary sewer system if Developer has failed to do so within the time specified in this Agreement. If such deposit is approved and made, all building permits shall be issued for construction of buildings and improvements. If Developer fails to fulfill its obligation, then the City shall provide thirty (30) days prior written notice to cure. If a Developer has commenced performance to cure, it shall be given such further reasonable time to complete such cure. All performance bonds, if elected in lieu of letter of credit, shall be issued by institutions licensed and admitted to do business in the State of Michigan. Building permits for any building to be served by the water and sanitary system facilities improvements shall be issued upon the posting of the above security and execution of such agreement prior to installation or construction of such sewer and water installations. Developer shall assume all risks associated with any non-availability of water and/or sanitary sewers to serve the structures within the Development, including without limitation, uninhabitable buildings and fire protection risks, and shall release, indemnify and hold harmless the City from and against any claims arising by reason of any such non-availability except for damages that are directly proximately caused by the City's acts or omissions or the gross negligence of the City. Developer shall, upon completion of installation and testing of the public water and sanitary sewer improvements for each building, convey and dedicate all interest in such facilities to the City by providing and executing documents and title work in accordance with all applicable City ordinances and requirements. Thereafter, the City shall assume all liability and obligation for such utilities dedicated.

3.2 Storm Water Drainage. The Developer, at its sole expense, shall construct and maintain a storm water and retention and/or detention system for the Development, which system shall include the improvements provided in this Agreement, and shall be installed in accordance with the PUD Documents, the approved engineering construction plans, and all applicable ordinances, laws, codes, standards and regulations. All drainage improvements necessary to serve the Development shall be completed and approved prior to issuance of any Certificate of Occupancy. The City may require the Developer to post security in the form of cash or check or

certificate of deposit or irrevocable letter of credit issued by an institution doing business in Oakland County, in a separate agreement approved by the City in an amount equal to the estimated cost of installation, or a performance bond in an amount equal to the cost of construction plus ten (10%) percent, as specified in a bona fide contract for installation of such drainage improvements approved by the City Engineer, together with an agreement with the City, approved by the City Attorney, authorizing the City to, at its option, install the drainage improvements in question if the Developer has failed to do so at the expiration or revocation of building permit(s) after construction has commenced. All performance bonds, if any, shall be issued by institutions licensed and admitted to do business in the State of Michigan. Building permits shall be issued upon the posting of such security and execution of such agreement.

All construction, repair, maintenance and replacement of the storm drainage and retention/detention system which are Developer's responsibility, as described in this Section, shall be the sole obligation of the Developer and its successors and assigns. During the development of the Property, the Developer or its successors or assigns shall be obligated to maintain the storm drainage and retention and/or detention system and facilities in a fully operational condition.

3.3 Streets, Boulevards, Sidewalks, Drives, Entryways and Parking Lots. All drives, entryways, sidewalks, non-motorized paths and parking areas within the Development shall be designed, situated and constructed in accordance with the PUD Documents and all requirements and applicable ordinances of the City not inconsistent with this Agreement, and the approved engineering construction plans. All internal drives, entryways, sidewalks, and parking areas will be private except as otherwise setout herein. The construction drawings for drives shall be approved prior to issuance of building permits for the construction of any building or structure to be served thereby or to benefit therefrom. The City may require the Developer to post security in the form of cash or check or certificates of deposit or irrevocable letter of credit issued by an institution doing business in Oakland County, in a separate agreement approved by the City in an amount equal to the estimated cost of the construction, or a performance bond in an amount equal to the cost of construction plus ten (10%) percent, as specified in a bona fide contract for construction of all such improvements, approved by the City Engineer, together with an agreement approved by the City Attorney authorizing the City to, at its option, install the improvements in question if the Developer has failed to do so after thirty (30) days prior notice. Developer shall be given such additional time as is reasonable to effectuate a cure if it has timely commenced a cure. All performance bonds shall be issued by institutions licensed and admitted to do business in the State of Michigan. Building permits shall be issued for any building in the Development upon posting the security for the amounts as set forth above. Developer shall install and maintain an adequate gravel surface base as determined by the City Engineer for all entranceways and internal drive areas to provide for access for construction traffic, City personnel, emergency and fire fighting equipment for such specific site and prior to construction of a final base course. The aforementioned agreement for completion shall provide that the paving of all areas referenced in this paragraph shall be completed and approved (including topcoat and parking lot striping) prior to the issuance of more than ninety-five (95%) percent of any Certificates of Occupancy for buildings within the Development, but in any event such paving shall be completed within two (2) years of issuance of the first building permit for a building.

The internal drives, entranceways, sidewalks and parking areas shall be designed and constructed to the standards of the City, except for deviations approved by the City Engineer.

Developer, its successors and assigns, shall be responsible for maintenance and repair of the drives, entranceways, sidewalks, and parking areas for each building site during the period of construction, and shall also keep streets abutting the Development free from debris and repair any damage to the streets abutting the Development (subject to City of Troy requirements) caused by construction activities on or for the Property or the Development and use of abutting streets for construction purposes. If the Developer fails, after thirty (30) days prior written notice and failure to cure, to maintain and repair the drives, entranceways, parking areas and abutting streets as required by this Paragraph, the City may issue stop work orders and/or withhold issuance of further approvals, permits and occupancy certificates for the Development until such failure is cured. At all times, during and after completion of construction, Developer, its successor and assigns, shall cause all internal drives, entranceways and parking areas to be maintained, repaired and kept in an unimpeded, unobstructed, safe and passable condition at all times to allow for the free flow and circulation of traffic throughout the Development, except for temporary closures or obstruction due to repairs or snow. Subject to Paragraph 3.4 below, the responsibility and obligation for such ongoing maintenance and repair shall be that of the Developer, its successors and assigns.

3.4 Developer shall have the right to assign its maintenance obligations under this Agreement to an Association or Associations and to any successors and assigns including any successor developer or owner of a portion of the Development. Upon the assignment to and assumption by an Association or any successor developer or owner of any of Developer's maintenance obligations, as set out in this Agreement and otherwise, Developer shall have no further obligations or liability with respect thereto. All successors and assigns of Developer shall agree to be bound by the obligations for common area maintenance under the PUD Agreement.

3.5 For purposes of maintenance obligations set forth in this Paragraph, the term "maintenance," "maintain" and "maintained" shall mean and include regular inspections.

#### ARTICLE IV

##### THE CITY'S RIGHTS AND OBLIGATIONS

4.1 The City, in each instance, shall provide by written thirty (30) day notice to Developer with a time period in which to cure any deficiencies under this Agreement, which shall be no less than or no longer than such longer reasonable period of time as may be required if Developer, its successors, assigns, Association and/or owner(s) have commenced to cure and are expeditiously proceeding to satisfy such condition.

If, following the expiration of the period set forth to cure any deficiencies above, such deficiencies have not been cured, the City shall thereupon have the power and authority, but not the obligation, to take any of the following actions, in addition to any actions authorized under City ordinance and/or State law:



A. Demand that the non-performance, deficiency or obligation be fulfilled, performed or completed, before Developer assigns its obligations to an Association and set a specific date to complete the performance which may not be less than thirty (30) days prior written notice, and the City may then proceed under Paragraph 4.1(B) to fulfill the obligation or correct the deficiency.

B. Enter upon the Property, or cause its agents or contractors to enter upon the Property and perform such obligation or take such corrective measures as reasonably found by the City Council to be appropriate. In addition to any financial assurance given to ensure completion of the improvements, the additional costs and expense of making and financing such action by the City, including without limitation notices by the City and reasonable legal fees incurred by the City, plus an administrative fee in the amount of twenty-five (25%) percent of the total of all such costs and expenses incurred shall be paid by Developer within thirty (30) days of a billing to Developer.

C. The City may initiate legal action for the enforcement of any of the provisions, requirements, and obligations set forth in the PUD Documents.

D. The City may issue a stop work order as to any building or improvement affected and may deny the issuance of any requested building permit or Certificate of Occupancy for such building or improvement 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 defaulting building improvement until cured.

E. The City may assess a lien against an individual property owner on a pro-rata basis.

4.2 In the event that the City utilizes the proceeds of a financial assurance given to ensure completion or maintenance of improvements, at any time throughout the period of development and construction of any part of the Development, the City, its contractors, representatives, consultants and agents, shall be permitted, and are hereby granted authority, to enter upon all or any portion of the Property for the purpose of inspecting and/or completing the respective improvements, and for the purposes of inspecting for compliance with and enforcement of the PUD Documents.

4.3 To the extent the PUD Documents deviate from the City of Troy Development Standards, Zoning Ordinances, or other City ordinances, or any amendments thereto, the PUD Documents shall control in all respects, including all land uses and approvals set forth and/or allowed pursuant to the PUD. All improvements constructed in accordance with the PUD Documents shall be deemed to be conforming under the Zoning Ordinance and in compliance with all ordinances of the City for all times and purposes and shall run with the land.

4.4 A portion of the property that is included in this Proposed Planned Unit Development is restricted by an Amended and Restated Consent Judgment dated July 29, 2003, which amends the original consent judgment dated January 7, 1992. According to paragraph 9 of this Amended and Restated Consent Judgment, the zoning for Lot 20 of the Big Beaver

Poultry Farms Subdivision "shall be either: (i) the zoning of and uses of Lot 15 (owned by the City of Troy as of the time of the original judgment), as elected by Troy; or (ii) R-1E, single-family residential". The approval of the Proposed Big Beaver Place PUD Agreement and Conceptual Site Plan by the Troy City Council would satisfy this provision, to the extent that both Lots 15 and 20 would be rezoned to the same PUD zoning classification.

## ARTICLE V

### MISCELLANEOUS PROVISIONS

5.1 This Agreement may not be modified, replaced, amended or terminated without the prior written consent of the parties to this Agreement. Developer and any successor developers and property owners shall have the right to delegate its (their) rights and obligations under this Agreement to an Association as set out in this Agreement. Until rights and responsibilities under this Agreement are transferred to such Association, Developer and the City shall be entitled to modify, replace, amend or terminate this Agreement, without requiring the consent of any other person or entity whatsoever, regardless of whether such person has any interest in the Property, including owners, mortgages of co-owners, and others. After the rights and obligations under this Agreement are transferred to an Association or any successor developer, only the Association or Associations, the successor developers and property owners, and the City shall be entitled to modify, replace, amend or terminate this Agreement.

5.2 This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

5.3 Where there is a question with regard to applicable regulations for a particular aspect of the Development, or with regard to clarification, interpretation, or definition of terms or regulations, and there are no apparent express provisions of the PUD Documents which apply, the City in the reasonable exercise of its discretion, shall determine the regulations of the City's Ordinances that are applicable, provided such determination is not inconsistent with the nature and intent of the PUD Documents nor increase such obligations.

5.4 The terms of the PUD Documents, including this Agreement, have been negotiated by the undersigned parties and such documentation represents the product of the joint efforts and agreement of the Developer and the City. Developer and the City fully accept and agree to the final terms, conditions, requirements and obligations of the PUD Documents, and shall not be permitted in the future to claim that the effect of these PUD Documents results in an unreasonable limitation upon uses of all or a portion of the Property, or claim that enforcement of any of the PUD Documents 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 PUD Documents are necessary and roughly proportional to the burden imposed in order to ensure that services and facilities affected by the Planned Unit Development will be capable of accommodating increased services and facility loads, traffic and storm water drainage caused by the development thereof, to protect the natural environment and conserve natural resources, to ensure compatibility with adjacent uses of land, to promote use of the Property in a socially and economically desirable manner, and to achieve other legitimate objectives authorized under the

Michigan Zoning Enabling Act, MCL 125.3101, *et seq.* It is further agreed and acknowledged hereby that all of such improvements are substantially related to the burdens to be created by the development contemplated hereby, and all such improvements and the requirements and regulations of the Property under the PUD Documents and Zoning Ordinance, without exception, are clearly and substantially related to the City's legitimate interests in protecting the public health, safety and general welfare.

5.5 Developer, its successors and assigns, shall comply as is applicable with the following:

A. Signage for the commercial and retail components shall comply with the Sign Ordinance requirements for B districts. Signage for the residential facility shall comply with Sign Ordinance requirements for the R-M district.

B. Elevations for the commercial retail buildings shall be consistent with the elevations which have heretofore been submitted to the Planning Commission and City Council. Furthermore, the elevations shall be brought back to the Planning Commission and City Council for review prior to granting of building permits.

C. Rooftop mechanical equipment shall be fully screened with materials that are architecturally consistent with the building elevations.

5.6 Any notice provided for in this Agreement shall be in writing, addressed to the party to whom notice is given at the address set out at the beginning of this Agreement, or to such other address as one party gives to the other by notice, and deposited in the United States Mails, postage prepaid.

5.7 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.

5.8 This Agreement shall be binding on, and shall inure to the benefit of the parties and their respective successors and assigns.

THIS AGREEMENT was executed by the respective parties on the date specified with the notarization with their name, and shall take effect on the date of adoption by the Troy City Council of the Zoning Ordinance amendment granting rezoning of the Property to Big Beaver Place Planned Unit Development.

IN WITNESS WHEREOF, Developer has caused this Development Agreement to be executed the day and year first above written.



DEVELOPER:

BIG BEAVER PLACE, LLC,  
a Michigan limited liability company

By: STEFANO MULACRONI  
Its: MEMBER

Dated: 9-6-07

CITY:

CITY OF TROY, a Michigan municipal  
corporation

Louise E. Schilling  
By: Louise Schilling  
Its: Mayor

Dated: September 10, 2007

Tonni Bartholomew  
By: Tonni Bartholomew  
Its: City Clerk

Dated: September 10, 2007

STATE OF MICHIGAN     )  
                                      ) ss  
COUNTY OF OAKLAND     )  
                                      )  
                                      MACOMB

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of September, 2007, by STEFANO MULACRONI, the MEMBER of BIG BEAVER PLACE, LLC, a Michigan limited liability company, on behalf of the company.

COLLEEN J. CRAWFORD  
Notary Public, State of Michigan  
County of Macomb  
My Commission Expires Sep. 17, 2013  
Acting in the County of MACOMB


(Signature)  
Print Name: \_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, Michigan  
My Commission Expires: \_\_\_\_\_  
Acting in the County of \_\_\_\_\_

{Notary continues on next page}

STATE OF MICHIGAN     )  
  ) ss  
COUNTY OF OAKLAND    )

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of September, 2007, by Louise Schilling, Mayor, and Tonni Bartholomew, City Clerk, of the City of Troy, a Michigan municipal corporation, on behalf of the Corporation.

LAURA CAMPBELL  
Notary Public, Oakland County, MI  
My Commission Expires 9/25/2011  
Acting in Oakland County

  
Print Name: Laura Campbell  
Notary Public, Oakland County, Michigan  
My Commission Expires: 09/25/2011  
Acting in the County of Oakland

**DRAFTED BY:**

Norman Hyman, Esq. (P15319)  
Honigman Miller Schwartz & Cohn LLP  
38500 Woodward Suite 100  
Bloomfield Hills, MI 48304  
(248) 566-8460

**WHEN RECORDED RETURN TO:**

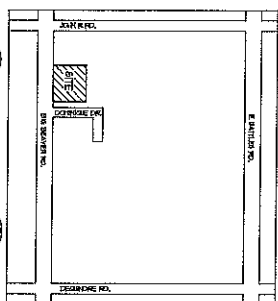
Tonni Bartholomew,  
City Clerk  
500 West Big Beaver Road  
Troy, MI 48084

OAKLAND.1319692.1

# Troy Crossing Big Beaver Rd. Troy, MI 48063

06/05/2017 Per City Comments

PROJECT NAME:	6,000 SQ. FT. OFFICE BUILDING
OWNER:	MAJOR COMPANIES
ARCHITECT:	2490 ROCHESTER COURT, SUITE 100, TROY, MI 48063 PH: (248) 669-9090
APPROVED:	10/10/16
REVISIONS:	1. 10/10/16
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NO.	DESCRIPTION	DATE	BY
1	PRELIMINARY DESIGN	10/10/16	SM
2	FINAL DESIGN	10/10/16	SM
3	PER CITY COMMENTS	06/05/2017	SM
4	PER CITY COMMENTS	06/05/2017	SM
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100	PER CITY COMMENTS	06/05/2017	SM

**MAJOR COMPANIES**  
600 N. OLD WOODWARD AVE., SUITE 100, BIRMINGHAM, MI 48009 PH: (248) 433-7000

**SERRA-MARKO AND ASSOCIATES INC.**  
188 E. BIG BEAVER, SUITE 100, TROY, MI 48063 PH: (248) 457-8803

**PEA**  
2490 ROCHESTER COURT, SUITE 100, TROY, MI 48063 PH: (248) 669-9090

**PEA**  
2490 ROCHESTER COURT, SUITE 100, TROY, MI 48063 PH: (248) 669-9090

**OWNER**

**ARCHITECT**

**CIVIL ENGINEER**

**LANDSCAPE CONSULTANT**

**DRAINAGE LIST**

**GENERAL**  
1. DRAINAGE ANALYSIS  
2. DRAINAGE DESIGN  
3. DRAINAGE CONSTRUCTION  
4. DRAINAGE MAINTENANCE  
5. DRAINAGE INSPECTION  
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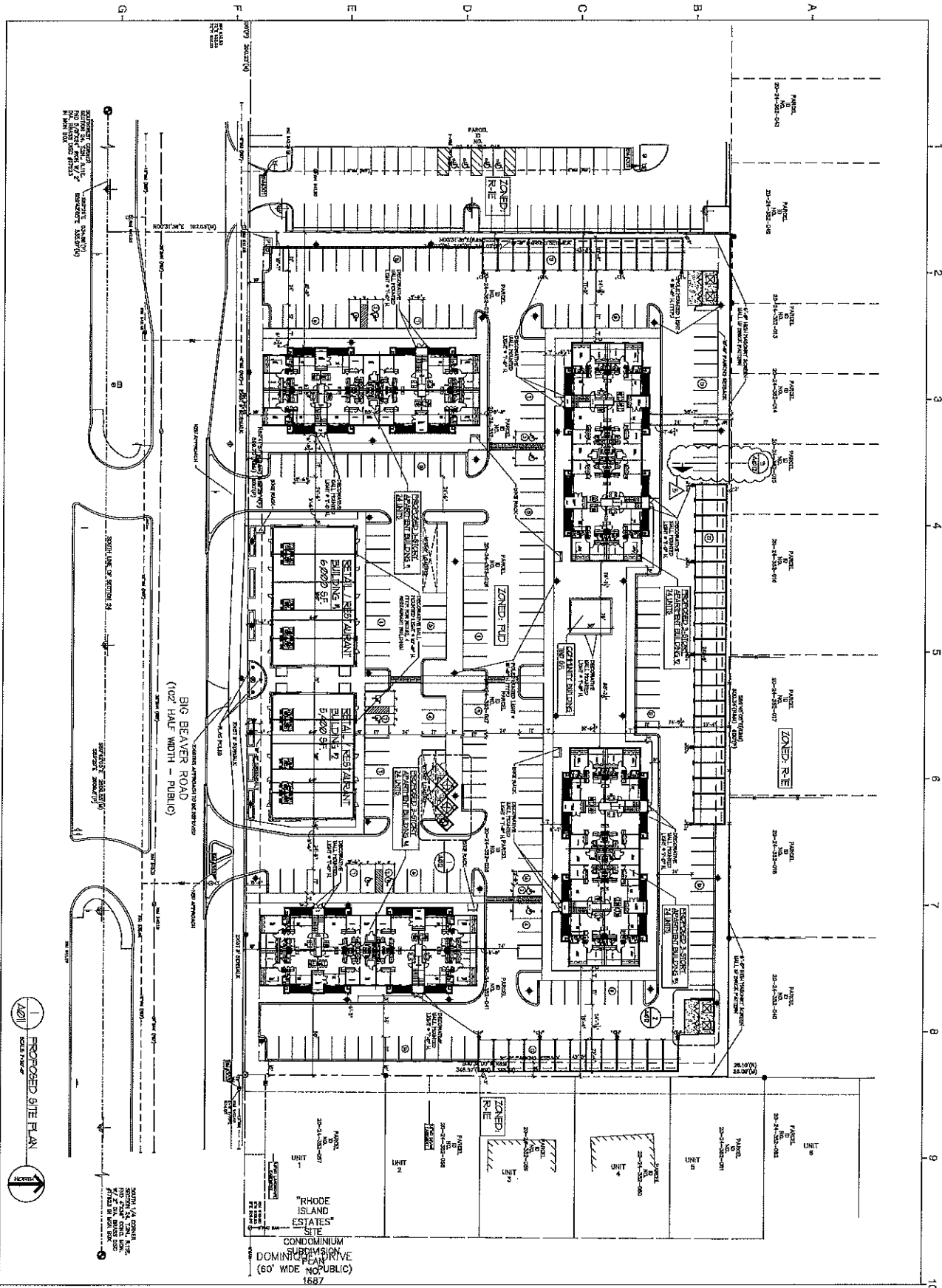


EXHIBIT "C"

1 PROPOSED SITE PLAN  
 1/2" = 1'-0"

**PROJECT NAME:**  
TROY CROSSING

**PER CITY COMMENTS:**  
07-16-2017

**ADDRESS:**  
BIG BEAVER RD.  
TROY, MI 48063

**JOB NO.** 15-0353

NO.	DESCRIPTION	DATE	BY
1	SITE PLAN APPROVAL	10/20/15	JM
2	REVISION SITE PLAN	11/20/15	JM
3	REVISION SITE PLAN	11/20/15	JM
4	REVISION SITE PLAN	11/20/15	JM

**CONDOMINIUM SUBDIVISION**  
**DOMINION PLAN**  
**1687**

**UNIT 1**

**UNIT 2**

**UNIT 3**

**UNIT 4**

**UNIT 5**

**UNIT 6**

**UNIT 7**

**UNIT 8**

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**UNIT 194**

**UNIT 195**

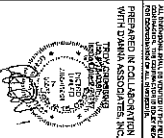
**UNIT 196**

**UNIT 197**

**UNIT 198**

**UNIT 199**

**UNIT 200**



**SERRA - MARKO & ASSOCIATES**  
 ARCHITECTURAL DESIGNERS  
 189 E Big Beaver, Suite 105 Troy, MI 48063  
 Tel: 248.457.8903 Fax: 248.457.6906  
 Email: info@s-m-associates.com  
 Website: www.s-m-associates.com

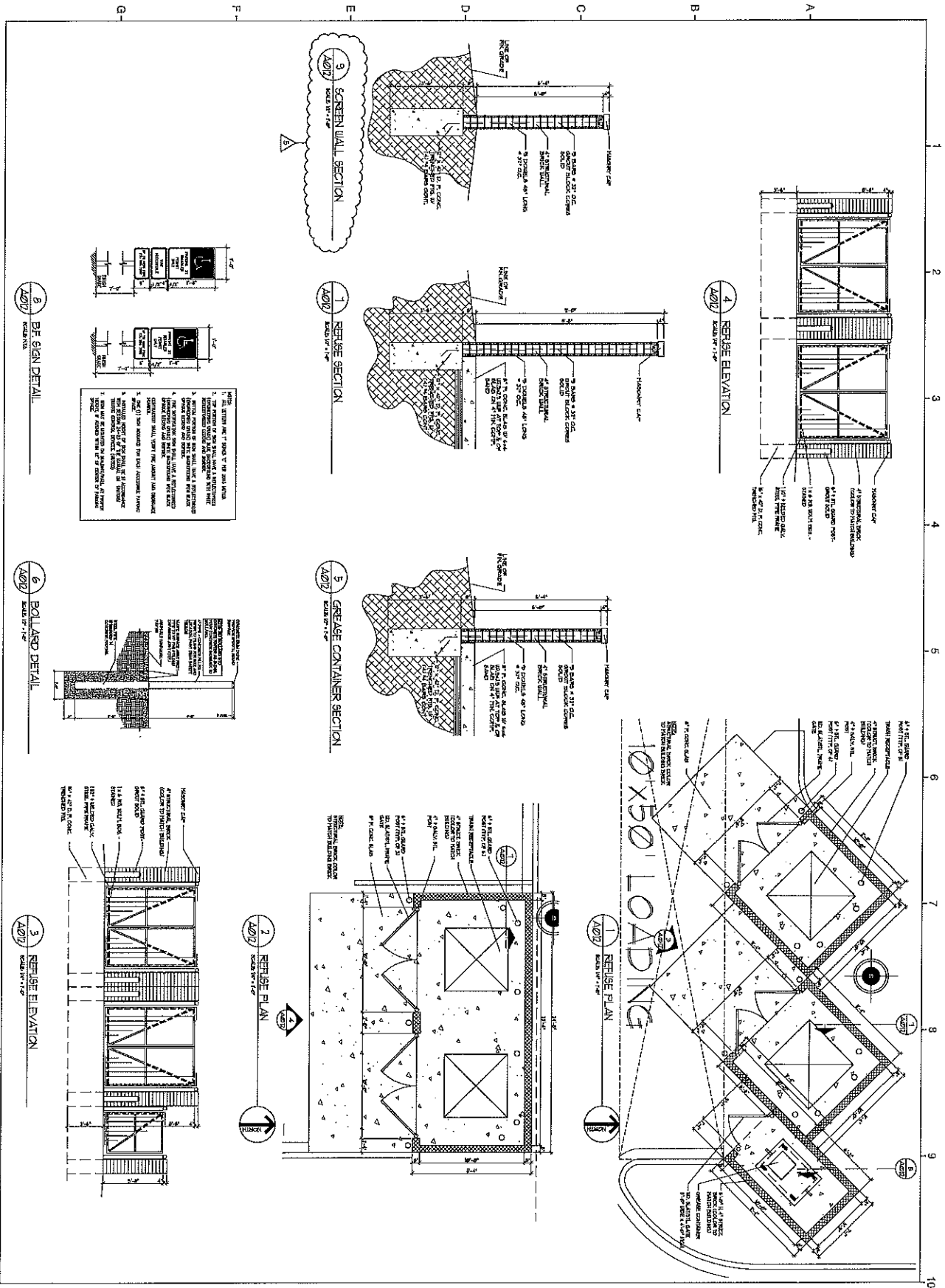


EXHIBIT "C"

**PROJECT NAME:**  
TROY CROSSING

**PER CITY COMMENTS:**  
07-18-2017

**ADDRESS:**  
BIG BEAVER RD.  
TROY, MI 48063

**JOB NO.:** 15-0333

NO.	DESCRIPTION	DATE	BY
1	1. SITE PLAN APPROVAL, 12/20/15		
2	2. APPROVED SITE PLAN, 11/20/16		
3	3. APPROVED SITE PLAN, 11/20/16		
4	4. APPROVED SITE PLAN, 11/20/16		
5	5. APPROVED SITE PLAN, 11/20/16		
6	6. APPROVED SITE PLAN, 11/20/16		
7	7. APPROVED SITE PLAN, 11/20/16		
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99	99. APPROVED SITE PLAN, 11/20/16		
100	100. APPROVED SITE PLAN, 11/20/16		

**SITE PLAN DETAILS**

**NO. 1**

**NO. 2**

**NO. 3**

**NO. 4**

**NO. 5**

**NO. 6**

**NO. 7**

**NO. 8**

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**NO. 93**

**NO. 94**

**NO. 95**

**NO. 96**

**NO. 97**

**NO. 98**

**NO. 99**

**NO. 100**

**SERRA - MARKO & ASSOCIATES**

**ARCHITECTURAL DESIGNERS**

189 E Big Beaver, Suite 106 Troy, MI 48063

Tel: 248.457.6903 Fax: 248.457.6906

Email: info@s-m-associates.com

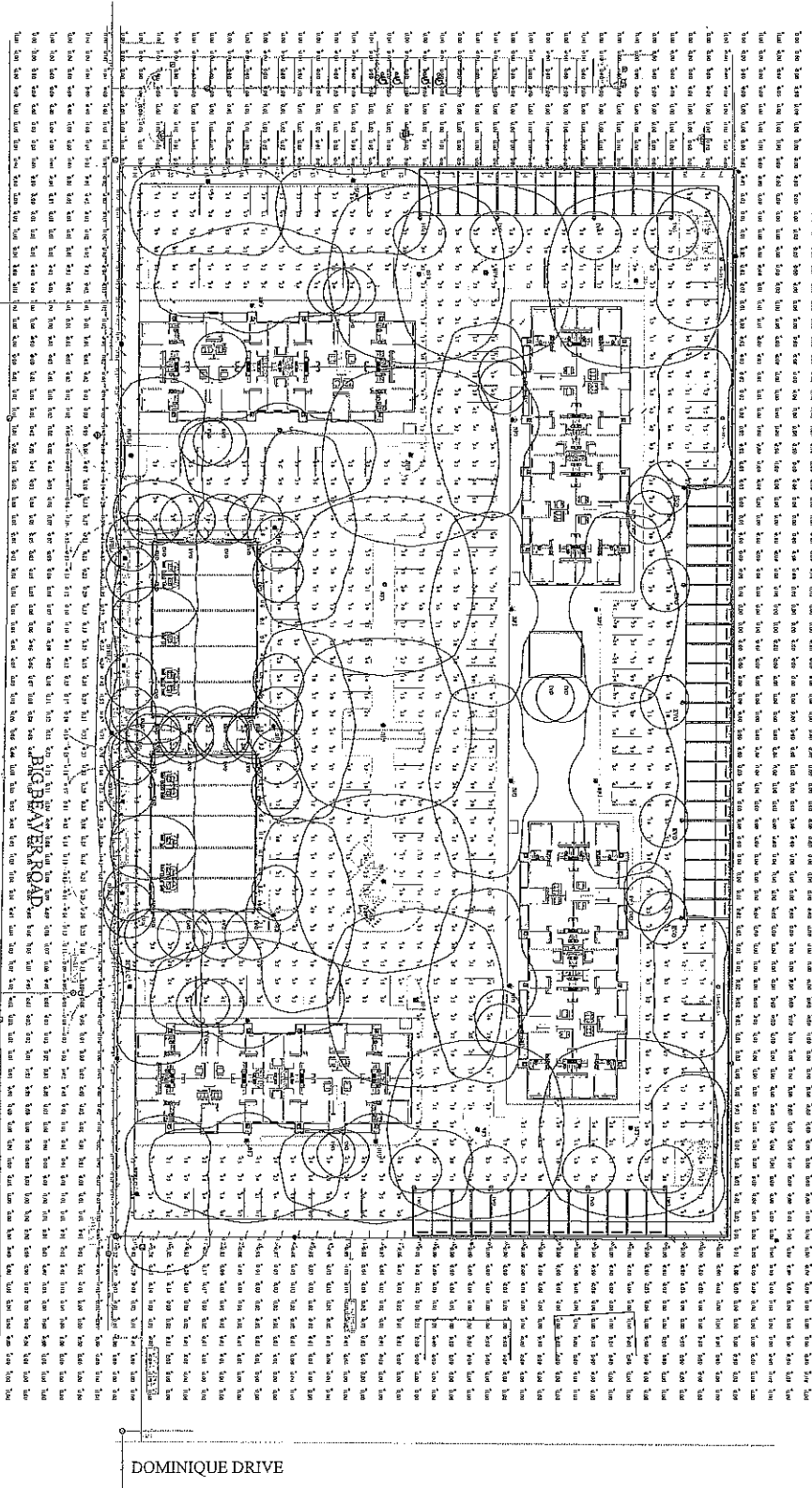
Website: www.s-m-associates.com

Legend - Symbols			
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12	1	12	12
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ALL FIXTURES ARE SHOWN MOUNTED AT 10 FEET ABOVE FINISHED GRADE ON APARTMENT BUILDINGS  
ALL DECORATIVE WALL FIXTURES ARE SHOWN MOUNTED AT 10 FEET ABOVE FINISHED GRADE ON RETAIL BUILDINGS

Legend - Symbols			
Symbol	Qty	Label	Description
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2	1	2	2
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4	1	4	4
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97	1	97	97
98	1	98	98
99	1	99	99
100	1	100	100

ALL VALUES SHOWN ARE HORIZONTAL MOUNTED FOOTCANDLES AT 10 FEET  
FIXTURE DISTRIBUTION TYPICALS ARE SHOWN AT 10 FEET FOR REFERENCE USE ONLY  
VALUES DO NOT INCLUDE CONTRIBUTION FROM ADJACENT STREET OR PROPERTY LIGHTING



BIG BEAVER PLAZA - SITE PHOTOMETRIC PLAN - PHILIPS SLENDERFORM POST TOP LED SERIES - 105W

EXHIBIT "C"

2017.08.30

PHILIPS			
Project #:	Revision #:	Date:	Project:
0001-13725		9/30/2016	BIG BEAVER PLAZA
Created By:	Drawn:	Page #:	Prepared By:
D. AMOS	ARCH D	8	RELETT TULLIO
<p>Revised Locations Based on New Background Provided</p> <p>Revised Locations Based on New Background Provided</p> <p>Revised Fixture Locations for New Background Provided</p>			
Rev. #	Description		
01	ADDED WALL FIXTURES ON RETAIL BUILDINGS		
02	REVISED LOCATIONS BASED ON NEW BACKGROUND PROVIDED		
03	REVISED LOCATIONS BASED ON NEW BACKGROUND PROVIDED		
04	REVISED FIXTURE LOCATIONS FOR NEW BACKGROUND PROVIDED		
05			

findings indicate that the human brain contains a LTD performance ceiling and a ceiling of 17% below the highest performance with a ceiling of 10% in production of a 450-millisecond burst, thereby, allowing a 50% increase in production without a significant shift in burst energy, duration, and spectral activity. Such a system is detected by a key word recognition, speech flow detection, and speech recognition from the extracted LEO signal. Various prosodic features of the LEO and a distribution state probability assigned with all features are used for the analysis.

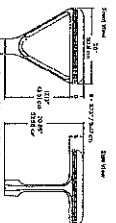
[illegible]

## Hound posttop

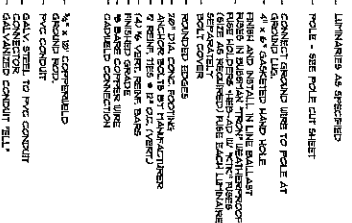
Received 10 July 2003; accepted 10 July 2003; first published online 10 July 2003

Plasma levels of circulating lipoproteins (LDL, HDL and triglyceride levels) and apoB and apoA levels were measured. The results showed that the treatment with the combination of statins and niacin was effective in reducing the levels of LDL, HDL and triglyceride levels, and increasing the levels of apoB and apoA levels. The combination of statins and niacin was also effective in reducing the levels of apoB and apoA levels. The combination of statins and niacin was also effective in reducing the levels of apoB and apoA levels.

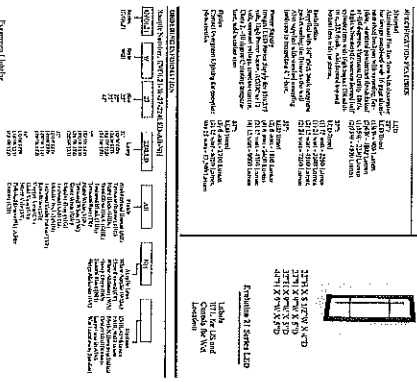
**Abstract** – For a TQM business, a customer's satisfaction is a critical success factor.



3 SITE L  
A022 SCALE HTA



2  
POLY  
RESULTS



UAI  
0227

ALL HOLE FIXTURES ARE SHOWN MOUNTED AT 16 FEET ABOVE FINISHED GRADE  
ALL DECORATIVE WALL FIXTURES ARE SHOWN MOUNTED AT 7 FEET ABOVE FINISHED GRADE ON APARTMENTS BUILDINGS  
ALL DECORATIVE WALL FIXTURES ARE SHOWN MOUNTED AT 10 FEET ABOVE FINISHED GRADE ON RETAIL BUILDINGS

ALL VALUES SHOWN ARE HORIZONTAL MAINTAINED FOOTCANDLIS AT GRADE  
FIXTURE DISTRIBUTION TRIANGLES ARE SHOWN AT 0.25MPC FOR REFERENCE USE ONLY  
VALUES DO NOT INCLUDE CONTRIBUTION FROM ADJACENT STREET OR PROPERTY LIGHTING

ALL VALUES SHOWN ARE HORIZONTAL MAINTAINED FOOTCANDALS AT GRADE  
FIXTURE DISTRIBUTION TEMPERATURES ARE SHOWN AT 0.25M/F FOR REFERENCE USE ONLY  
VALUES DO NOT INCLUDE CONTRIBUTION FROM ADJACENT STREET OR PROPERTY LIGHTING

PROJECT NAME: TROY CROSSING

SITE PLAN APPROVAL  
02-21-2017

ADDRESS:  
BIG BEAVER RD.  
BOY, MI 48082

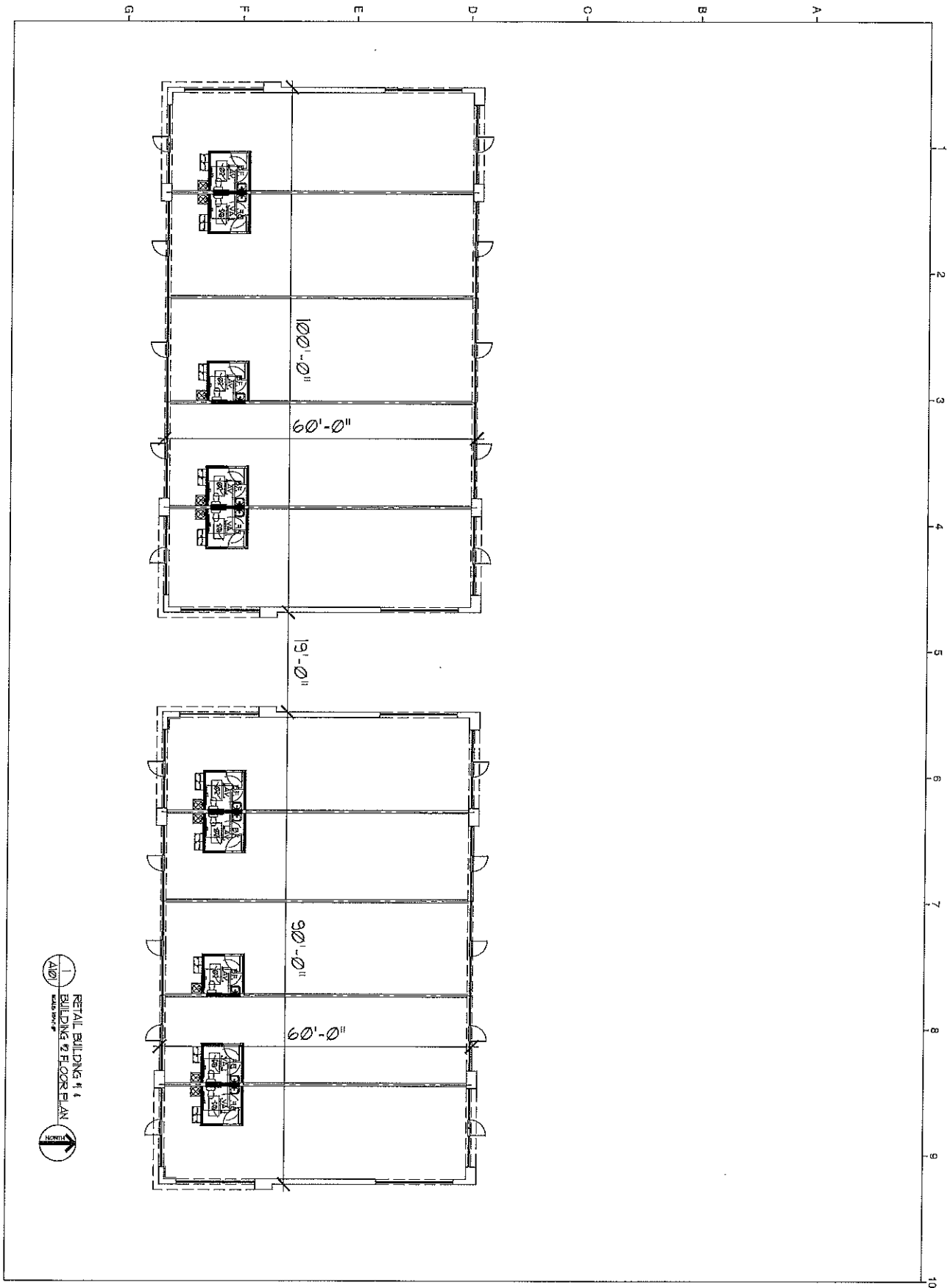
ALLOT NO.		15-0353
DISTANCES		
0	DESCRIPTION	DATE
1	SITE PLAN APPROVAL	10/20/15
2	UPDATED SITE PLAN	11/28/15
3	SITE PLAN APPROVAL	02/21/17

[illegible]

DETAILS & CUT SHEETS

A0.2.2






 RETAIL BUILDING #1 &  
 BUILDING #2 FLOOR PLAN

EXHIBIT "C"


**PROJECT NAME:**  
TROY CROSSING

**SITE PLAN APPROVAL**  
02-21-2017

**ADDRESS:**  
BIG BEAVER RD.  
TROY, MI 48063

**JOB NO.**  
15-0053

NO.	DESCRIPTION	DATE	BY
1	PREPARED SITE PLAN APPROVAL	02-21-2017	AM
2	REVISION		
3	REVISION		



**SERRA - MARKO**  
**& ASSOCIATES**  
**ARCHITECTURAL DESIGNERS**  
 189 E Big Beaver, Suite 106 Troy, MI 48063  
 Tel: 248.457.6903 Fax: 248.457.6906  
 Email: info@s-m-associates.com  
 Website: www.s-m-associates.com

**ISSUANCES**

**NO.** **DESCRIPTION** **DATE** **BY**

1 SITE PLAN APPROVAL

2 PREPARED SITE PLAN APPROVAL

3 REVISION

**SCALE:**  
1" = 10'-0"

**DATE:**  
02-21-2017

**BY:**  
AM

**PROJECT NAME:**  
TROY CROSSING

**SITE PLAN APPROVAL**  
02-21-2017

**ADDRESS:**  
BIG BEAVER RD.  
TROY, MI 48063

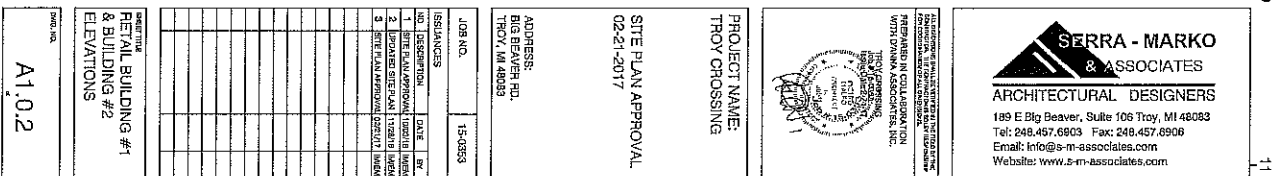
**JOB NO.**  
15-0053

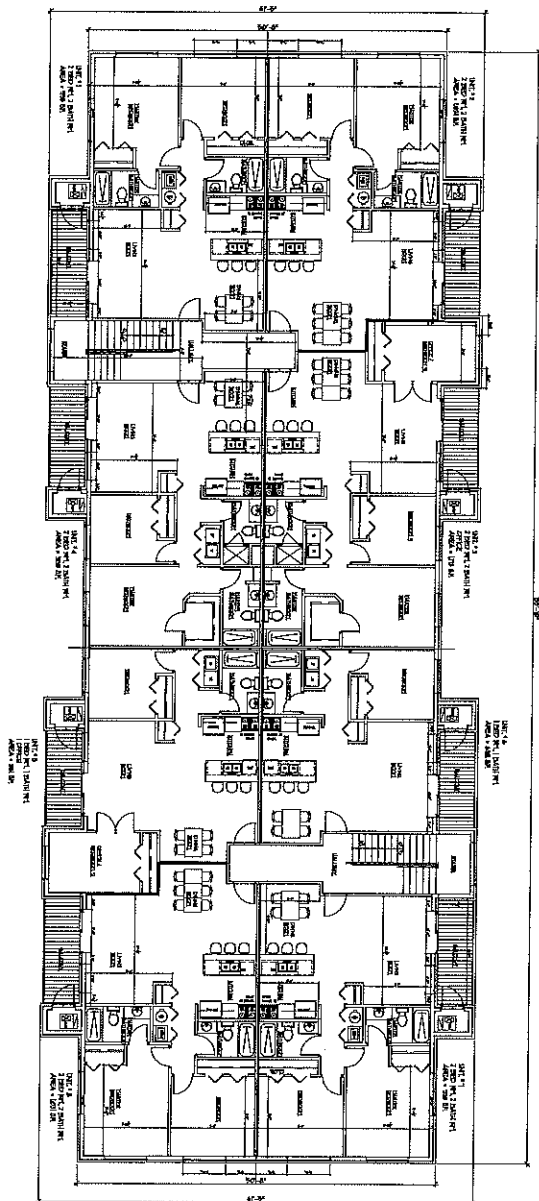
NO.	DESCRIPTION	DATE	BY
1	PREPARED SITE PLAN APPROVAL	02-21-2017	AM
2	REVISION		
3	REVISION		

**SCALE:**  
1" = 10'-0"

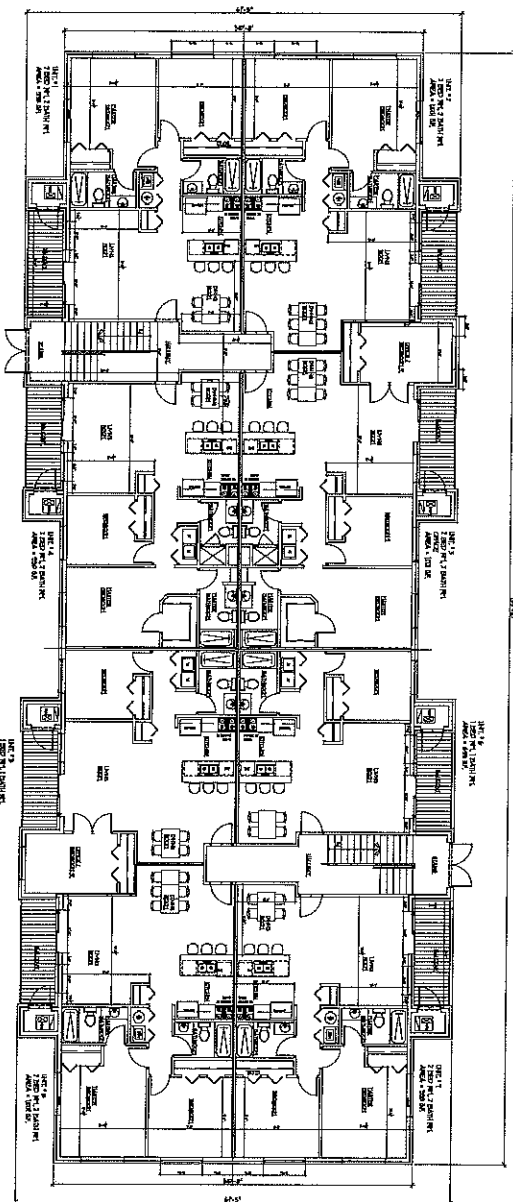
**DATE:**  
02-21-2017

**BY:**  
AM





1  
A201  
APARTMENT SECOND AND THIRD FLOOR PLAN  
SCALE 1/4" = 1'-0"  
NORTH



2 APARTMENT FIRST FLOOR PLAN  
SCALE 1/8" = 1'-0"  
A201 NORTH

EXHIBIT "C"

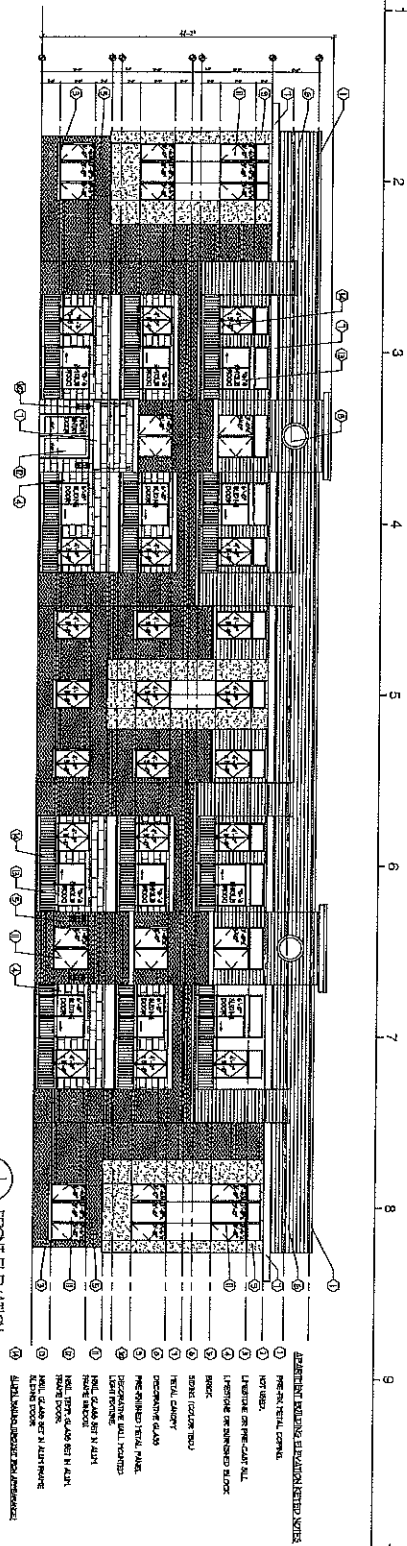
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**ADDRESS:**  
BIG BEAVER RD.  
TROY, MI 48063

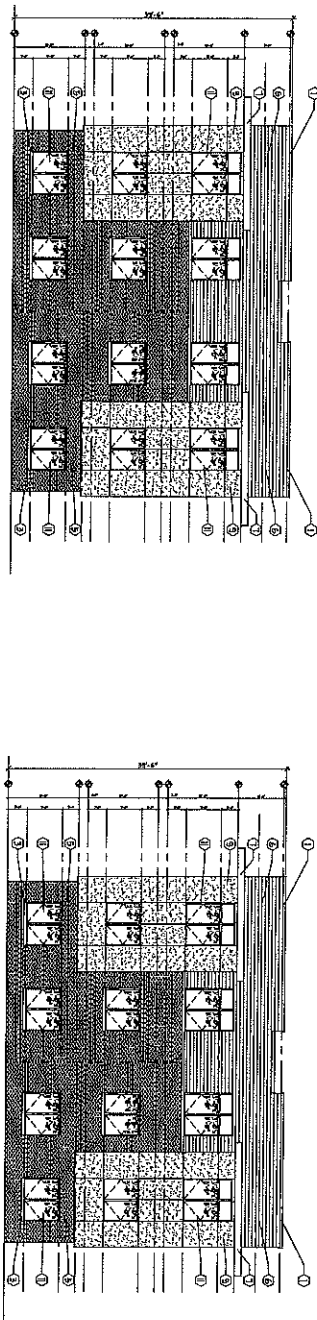
SITE PLAN APPROVAL  
02-21-2017PROJECT NAME:  
TROY CROSSING

ALL DISTRIBUTIONS SHALL BE VERIFIED IN ACCORDANCE WITH THE  
CONTRACT. THE CONTRACTOR IS NOT RESPONSIBLE FOR THE  
NON-COMPLETION OF ALL DISTRIBUTION.

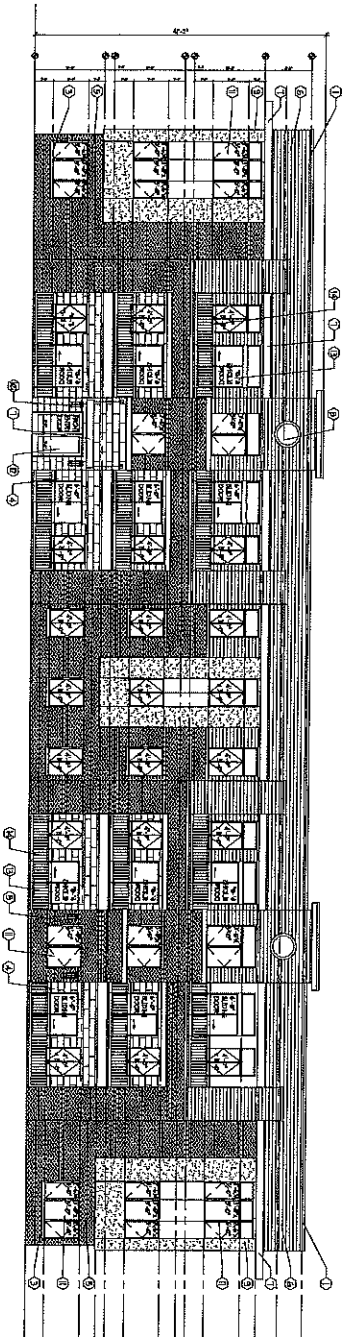
**SERRA - MARKO  
& ASSOCIATES**  
**ARCHITECTURAL DESIGNERS**  
189 E Big Beaver, Suite 106 Troy, MI 48063  
Tel: 248.457.6903 Fax: 248.457.6906  
Email: [info@s-m-associates.com](mailto:info@s-m-associates.com)  
Website: [www.s-m-associates.com](http://www.s-m-associates.com)



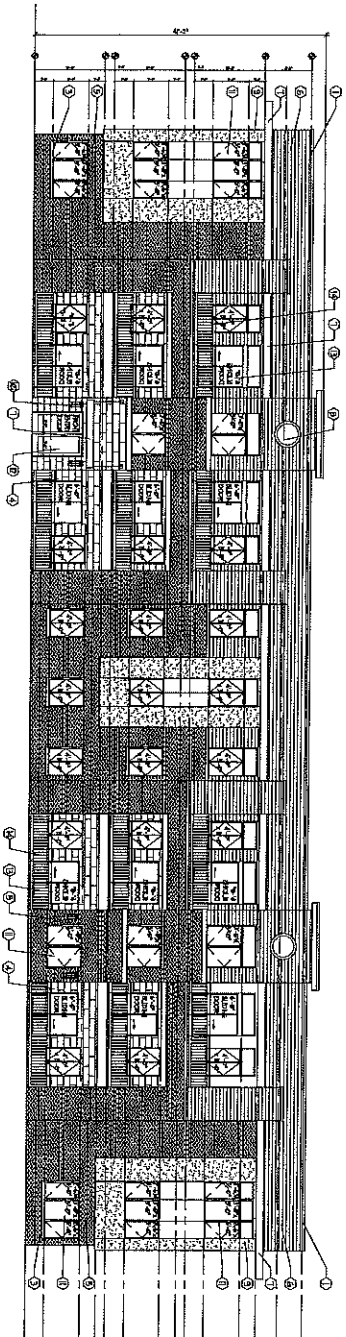
1 FRONT ELEVATION  
SCALE: 1/8" = 1'-0"



2 RIGHT ELEVATION  
SCALE: 1/8" = 1'-0"



3 LEFT ELEVATION  
SCALE: 1/8" = 1'-0"



4 REAR ELEVATION  
SCALE: 1/8" = 1'-0"

EXHIBIT "C"



PROJECT NAME:  
TROY CROSSING

SITE PLAN APPROVAL  
02-21-2017

ADDRESS:  
BIG BEAVER RD.  
TROY, MI 48063

JOB NO. 15-0035

ISSUANCES	NO.	DESCRIPTION	DATE	BY
1. SITE PLAN APPROVAL	1	11/28/13	11/28/13	11/28/13
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3. SITE PLAN APPROVAL	3	11/28/13	11/28/13	11/28/13

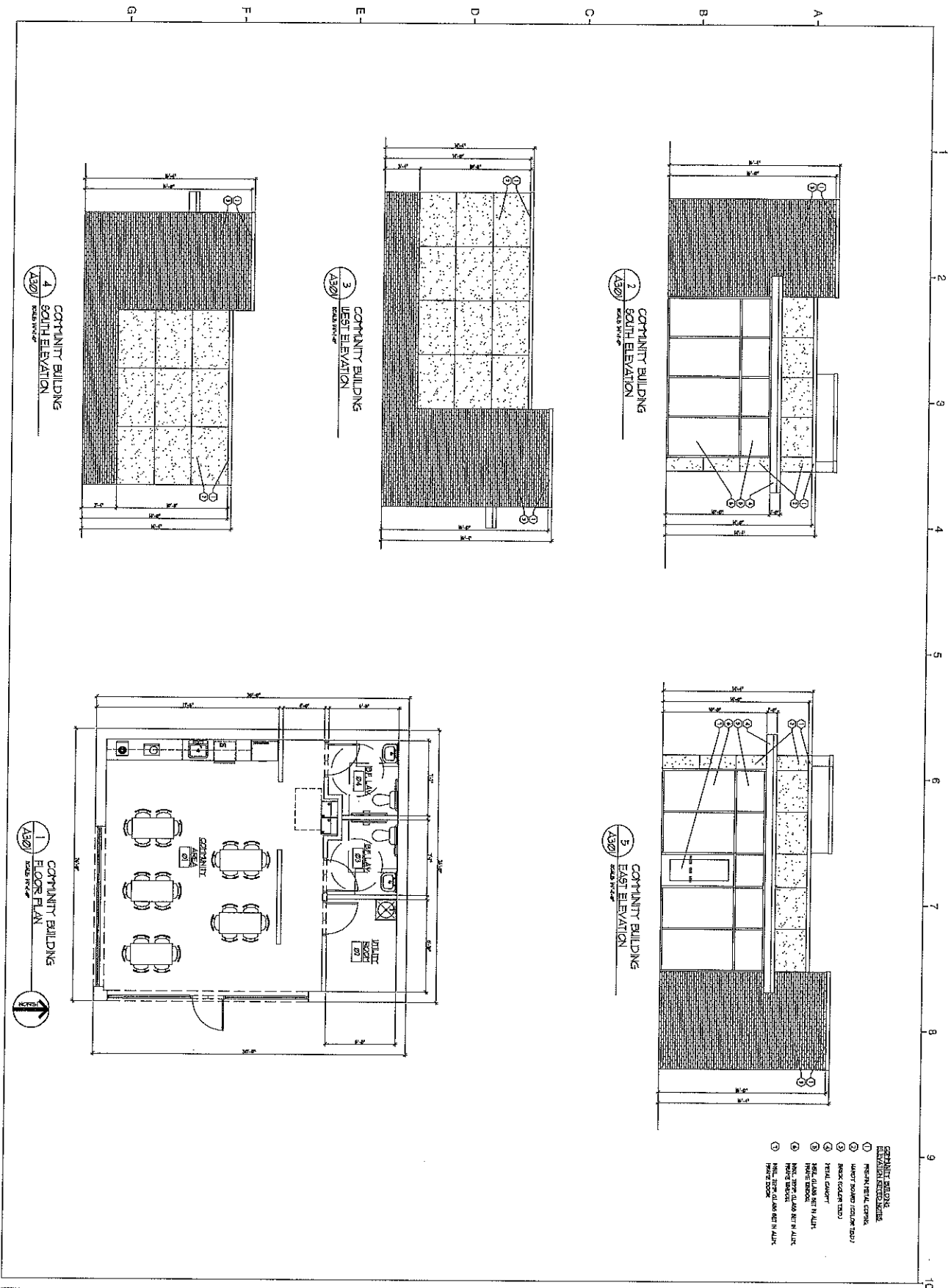
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100	100	11/28/13	11/28/13	11/28/13

APARTMENT  
ELEVATION

A2.0.2

**SERRA - MARKO  
& ASSOCIATES**  
ARCHITECTURAL DESIGNERS  
199 E Big Beaver, Suite 106 Troy, MI 48063  
Tel: 248.467.8903 Fax: 248.467.6908  
Email: info@s-m-associates.com  
Website: www.s-m-associates.com





- LEGEND**
- ① FINISH FLOOR
  - ② FINISH FLOOR
  - ③ FINISH FLOOR
  - ④ FINISH FLOOR
  - ⑤ FINISH FLOOR
  - ⑥ FINISH FLOOR
  - ⑦ FINISH FLOOR

**SERRA - MARKO & ASSOCIATES**  
**ARCHITECTURAL DESIGNERS**  
 195 E Big Beaver, Suite 108 Troy, MI 48063  
 Tel: 248.457.6903 Fax: 248.457.6906  
 Email: info@s-m-associates.com  
 Website: www.s-m-associates.com

**PROJECT NAME:**  
 TROY CROSSING

**SITE PLAN APPROVAL**  
 02-21-2017

**ADDRESS:**  
 BIG BEAVER RD.  
 TROY, MI 48063

ISSUANCES	DATE	BY
1. SITE PLAN APPROVAL (02/21/17) [initials]		
2. LIFTED SITE PLAN (11/27/17) [initials]		
3. SITE PLAN APPROVAL (02/21/17) [initials]		

**DATE:** 02-21-2017

**PROJECT NO.:** 15-0353

**PROJECT NAME:** COMMUNITY BUILDING FLOOR PLAN & ELEVATIONS

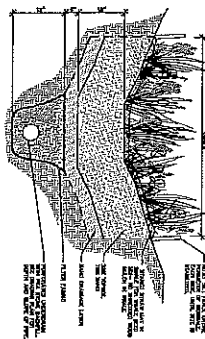
**SCALE:** 1/8" = 1'-0"

EXHIBIT "C"

### DECIDUOUS TREE PLANTING DETAIL

[illegible]

1. The first two of the three are the most important. The first is the "What" of the program, the second is the "How" and the third is the "Why". The "What" is the most important because it is the only one that can be measured. The "How" is important because it is the only one that can be controlled. The "Why" is important because it is the only one that can be understood.



**BIOSWALE - TYPICAL CROSS SECTION**

QUANTITY		SPECIES NAME		SPECIES NAME	
PLANT	COMMON NAME	PLANT	COMMON NAME	PLANT	COMMON NAME
1	Red Pine	1	Red Pine	1	Red Pine
2	White Pine	2	White Pine	2	White Pine
3	Yellow Pine	3	Yellow Pine	3	Yellow Pine
4	Black Pine	4	Black Pine	4	Black Pine
5	Green Pine	5	Green Pine	5	Green Pine
6	Blue Pine	6	Blue Pine	6	Blue Pine
7	Brown Pine	7	Brown Pine	7	Brown Pine
8	Pink Pine	8	Pink Pine	8	Pink Pine
9	Grey Pine	9	Grey Pine	9	Grey Pine
10	Gold Pine	10	Gold Pine	10	Gold Pine
11	Silver Pine	11	Silver Pine	11	Silver Pine
12	Copper Pine	12	Copper Pine	12	Copper Pine
13	Iron Pine	13	Iron Pine	13	Iron Pine
14	Steel Pine	14	Steel Pine	14	Steel Pine
15	Aluminum Pine	15	Aluminum Pine	15	Aluminum Pine
16	Lead Pine	16	Lead Pine	16	Lead Pine
17	Zinc Pine	17	Zinc Pine	17	Zinc Pine
18	Fluorine Pine	18	Fluorine Pine	18	Fluorine Pine
19	Chlorine Pine	19	Chlorine Pine	19	Chlorine Pine
20	Sulfur Pine	20	Sulfur Pine	20	Sulfur Pine
21	Phosphorus Pine	21	Phosphorus Pine	21	Phosphorus Pine
22	Potassium Pine	22	Potassium Pine	22	Potassium Pine
23	Sodium Pine	23	Sodium Pine	23	Sodium Pine
24	Calcium Pine	24	Calcium Pine	24	Calcium Pine
25	Magnesium Pine	25	Magnesium Pine	25	Magnesium Pine
26	Barium Pine	26	Barium Pine	26	Barium Pine
27	Strontium Pine	27	Strontium Pine	27	Strontium Pine
28	Bromine Pine	28	Bromine Pine	28	Bromine Pine
29	Iodine Pine	29	Iodine Pine	29	Iodine Pine
30	Chromium Pine	30	Chromium Pine	30	Chromium Pine
31	Manganese Pine	31	Manganese Pine	31	Manganese Pine
32	Cobalt Pine	32	Cobalt Pine	32	Cobalt Pine
33	Nickel Pine	33	Nickel Pine	33	Nickel Pine
34	Cadmium Pine	34	Cadmium Pine	34	Cadmium Pine
35	Mercury Pine	35	Mercury Pine	35	Mercury Pine
36	Thallium Pine	36	Thallium Pine	36	Thallium Pine
37	Lead Pine	37	Lead Pine	37	Lead Pine
38	Bismuth Pine	38	Bismuth Pine	38	Bismuth Pine
39	Antimony Pine	39	Antimony Pine	39	Antimony Pine
40	Arsenic Pine	40	Arsenic Pine	40	Arsenic Pine
41	Selenium Pine	41	Selenium Pine	41	Selenium Pine
42	Tellurium Pine	42	Tellurium Pine	42	Tellurium Pine
43	Polonium Pine	43	Polonium Pine	43	Polonium Pine
44	Astatine Pine	44	Astatine Pine	44	Astatine Pine
45	Francium Pine	45	Francium Pine	45	Francium Pine
46	Radium Pine	46	Radium Pine	46	Radium Pine
47	Actinium Pine	47	Actinium Pine	47	Actinium Pine
48	Thorium Pine	48	Thorium Pine	48	Thorium Pine
49	Protactinium Pine	49	Protactinium Pine	49	Protactinium Pine
50	Uranium Pine	50	Uranium Pine	50	Uranium Pine
51	Neptunium Pine	51	Neptunium Pine	51	Neptunium Pine
52	Plutonium Pine	52	Plutonium Pine	52	Plutonium Pine
53	Americium Pine	53	Americium Pine	53	Americium Pine
54	Curium Pine	54	Curium Pine	54	Curium Pine
55	Berkelium Pine	55	Berkelium Pine	55	Berkelium Pine
56	Californium Pine	56	Californium Pine	56	Californium Pine
57	Einsteinium Pine	57	Einsteinium Pine	57	Einsteinium Pine
58	Fermium Pine	58	Fermium Pine	58	Fermium Pine
59	Mendelevium Pine	59	Mendelevium Pine	59	Mendelevium Pine
60	Nobelium Pine	60	Nobelium Pine	60	Nobelium Pine
61	Lanthanum Pine	61	Lanthanum Pine	61	Lanthanum Pine
62	Cerium Pine	62	Cerium Pine	62	Cerium Pine
63	Praseodymium Pine	63	Praseodymium Pine	63	Praseodymium Pine
64	Neodymium Pine	64	Neodymium Pine	64	Neodymium Pine
65	Europium Pine	65	Europium Pine	65	Europium Pine
66	Gadolinium Pine	66	Gadolinium Pine	66	Gadolinium Pine
67	Terbium Pine	67	Terbium Pine	67	Terbium Pine
68	Dysprosium Pine	68	Dysprosium Pine	68	Dysprosium Pine
69	Ytterbium Pine	69	Ytterbium Pine	69	Ytterbium Pine

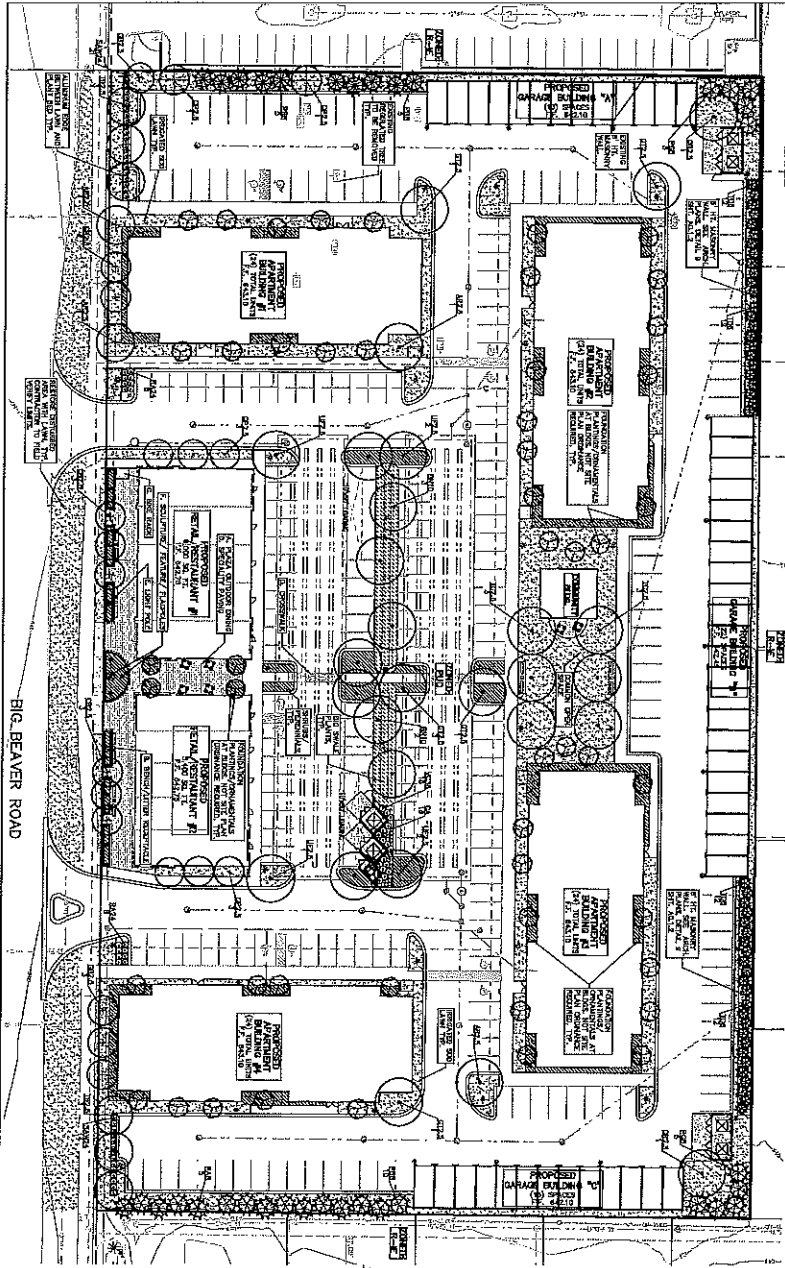
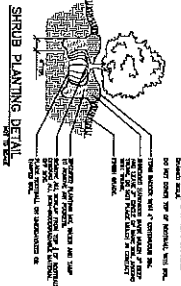
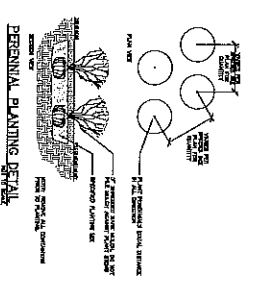
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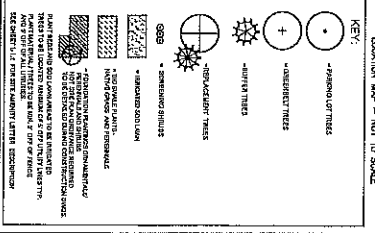
EXHIBIT "C"



**SHRUB PLANTING DETAIL**  
**NOTES**



**PERENNIAL PLANTING DETAIL**

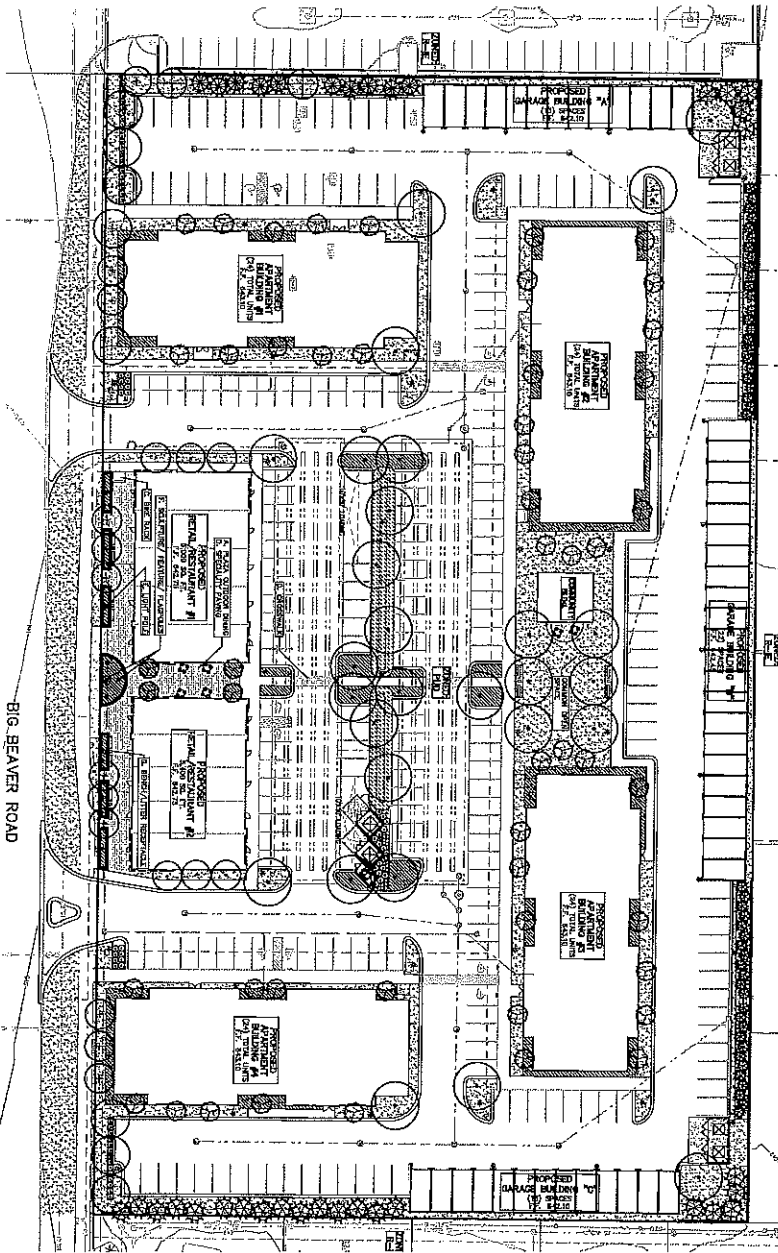


**GENERAL PLANTING NOTES:**

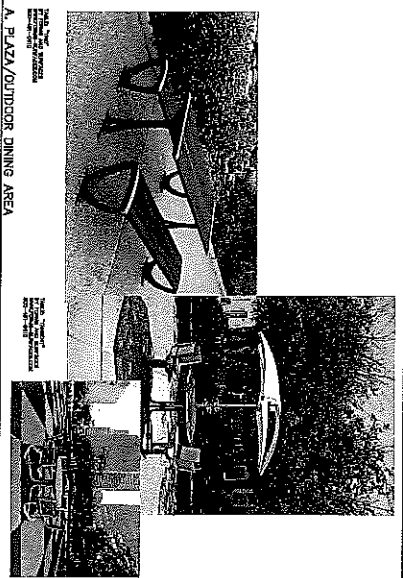
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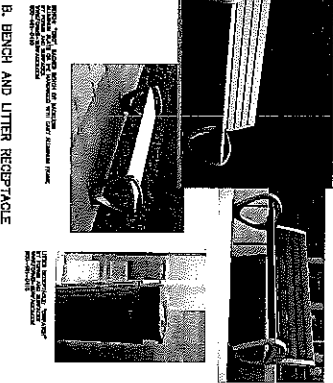
# EXHIBIT "C"



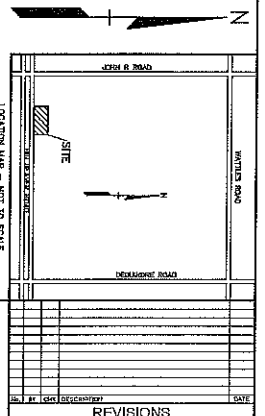
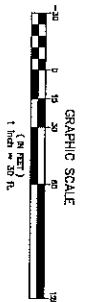
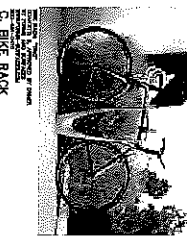
A. PLAZA/OUTDOOR DINING AREA



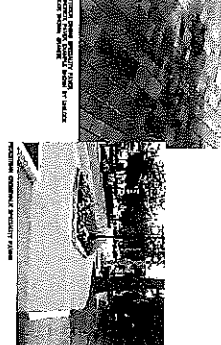
B. BENCH AND LITTER RECEPTACLE



C. BIKE RACK



D. CROSSWALK AND SPECIALTY PAVING



E. LIGHT BOLLARD



F. SCULPTURE FEATURE



NOT FOR CONSTRUCTION  
 DRAWING NUMBER: L-1.1

NAJOR COMPANIES  
 800 N. OLD WOODWARD AVE., SUITE 100  
 BIRMINGHAM, AL 35202  
**SITE AMENITIES PLAN**  
**BIG BEAVER PLAZA**  
 PART OF THE CITY OF TROY, ALABAMA  
 CITY OF TROY, ALABAMA  
 DESIGNED BY: J.E. BULL  
 DRAWN BY: J.E. BULL  
 CHECKED BY: J.E. BULL  
 DATE: OCTOBER 11, 2018  
 SCALE: 1" = 20'

PEA, Inc.  
 2405 N. W. 10TH AVE., SUITE 200  
 MIAMI, FL 33136  
 PHONE: (305) 555-1111  
 FAX: (305) 555-1112  
 WWW.PEA-INC.COM

PEA  
 811  
 CALL BEFORE YOU DIG  
 1-800-4-A-DIG  
 1-800-4-ADIG  
 1-800-4-ADIG

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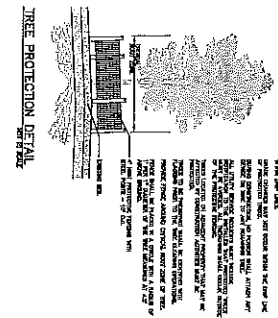
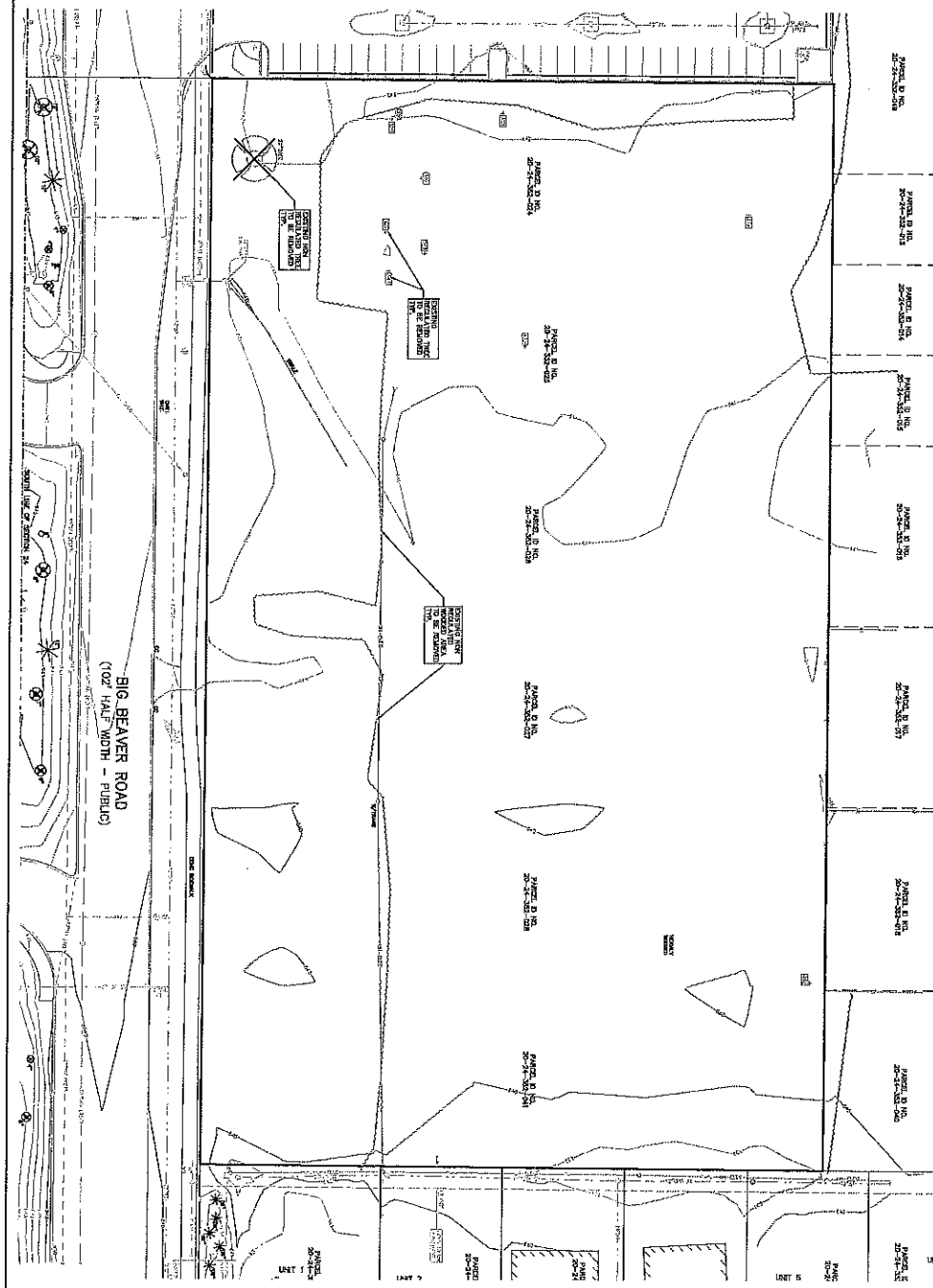
REVISIONS

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THESE TREES ARE TO BE REMOVED  
TREES LISTED BELOW ARE TO BE REMOVED

TREE NO.	CODE	DBH	COMMON NAME	LATIN NAME	CONDITION	REMARKS
001	W	12"	White Birch	Betula papyrifera	Good	Regulated remove - Structure
002	W	12"	White Birch	Betula papyrifera	Good	Regulated remove - Structure
003	W	12"	White Birch	Betula papyrifera	Good	Regulated remove - Structure
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083	W	12"	White Birch	Betula papyrifera	Good	Regulated remove - Structure
084	W	12"	White Birch	Betula papyrifera	Good	Regulated remove - Structure
085	W	12"	White Birch	Betula papyrifera	Good	Regulated remove - Structure
086	W	12"	White Birch	Betula papyrifera	Good	Regulated remove - Structure
087	W	12"	White Birch	Betula papyrifera	Good	Regulated remove - Structure
088	W	12"	White Birch	Betula papyrifera	Good	Regulated remove - Structure
089	W	12"	White Birch	Betula papyrifera	Good	Regulated remove - Structure
090	W	12"	White Birch	Betula papyrifera	Good	Regulated remove - Structure
091	W	12"	White Birch	Betula papyrifera	Good	Regulated remove - Structure
092	W	12"	White Birch	Betula papyrifera	Good	Regulated remove - Structure
093	W	12"	White Birch	Betula papyrifera	Good	Regulated remove - Structure
094	W	12"	White Birch	Betula papyrifera	Good	Regulated remove - Structure
095	W	12"	White Birch	Betula papyrifera	Good	Regulated remove - Structure
096	W	12"	White Birch	Betula papyrifera	Good	Regulated remove - Structure
097	W	12"	White Birch	Betula papyrifera	Good	Regulated remove - Structure
098	W	12"	White Birch	Betula papyrifera	Good	Regulated remove - Structure
099	W	12"	White Birch	Betula papyrifera	Good	Regulated remove - Structure
100	W	12"	White Birch	Betula papyrifera	Good	Regulated remove - Structure



LOCATION MAP - NOT TO SCALE

NO.	DATE	DESCRIPTION
1	01/11/2016	ISSUED FOR PERMIT
2	01/11/2016	REVISIONS

NOT FOR CONSTRUCTION

NAJORA COMPANIES  
500 N. OLD WOODWARD AVE, SUITE 100  
BIRMINGHAM, AL 35203

TREE PRESERVATION PLAN  
BIG BEAVER PLAZA  
PART OF THE SW 1/4 OF SECTION 21, T. 8N, R. 1E,  
CITY OF TROY, OAKLAND COUNTY, MICHIGAN

DESIGN: J.E. ON: J.E. SUR: P.M. JFS

DATE: 01/11/2016

SCALE: 1" = 40'

DRAWING NUMBER: L-1.0

PEA, Inc.  
2000 W. 10th Street  
Troy, MI 48060-1000  
T: 313.948.1000  
F: 313.948.1000  
www.pea.com

811  
Call before you dig  
1-800-4-A-DIG  
www.811.com

3 FULL WORKING DAYS  
BEFORE YOU DIG CALL

REVISIONS

EXHIBIT "C"





**REVISIONS**

NO.	DATE	DESCRIPTION
1	10/20/11	ISSUED FOR PERMIT
2	11/15/11	REVISIONS TO GRADING AND PAVING
3	12/15/11	REVISIONS TO PLANTING AND LANDSCAPING
4	01/15/12	REVISIONS TO SIGNAGE AND LIGHTING
5	02/15/12	REVISIONS TO FURNITURE AND UTILITIES
6	03/15/12	REVISIONS TO FINISHES AND MATERIALS
7	04/15/12	REVISIONS TO MECHANICAL AND ELECTRICAL
8	05/15/12	REVISIONS TO STRUCTURAL AND FOUNDATION
9	06/15/12	REVISIONS TO CIVIL AND SITEWORK
10	07/15/12	REVISIONS TO FINAL AS-BUILT

**GENERAL NOTES**

1. THE SITE IS LOCATED IN THE SOUTHWEST CORNER OF SECTION 24, T2N, R2E, S4E, RANGE 11 NORTH, RANGE 2 EAST, COUNTY OF SHERIDAN, STATE OF MONTANA.
2. THE SITE IS A 10.00 AC. PARCEL OF LAND, MORE OR LESS, AS SHOWN ON THE PLAT OF THE SOUTHWEST CORNER OF SECTION 24, T2N, R2E, S4E, RANGE 11 NORTH, RANGE 2 EAST, COUNTY OF SHERIDAN, STATE OF MONTANA, DATED 1911, AND AS SHOWN ON THE PLAT OF THE SOUTHWEST CORNER OF SECTION 24, T2N, R2E, S4E, RANGE 11 NORTH, RANGE 2 EAST, COUNTY OF SHERIDAN, STATE OF MONTANA, DATED 1911, AND AS SHOWN ON THE PLAT OF THE SOUTHWEST CORNER OF SECTION 24, T2N, R2E, S4E, RANGE 11 NORTH, RANGE 2 EAST, COUNTY OF SHERIDAN, STATE OF MONTANA, DATED 1911.
3. THE SITE IS A 10.00 AC. PARCEL OF LAND, MORE OR LESS, AS SHOWN ON THE PLAT OF THE SOUTHWEST CORNER OF SECTION 24, T2N, R2E, S4E, RANGE 11 NORTH, RANGE 2 EAST, COUNTY OF SHERIDAN, STATE OF MONTANA, DATED 1911, AND AS SHOWN ON THE PLAT OF THE SOUTHWEST CORNER OF SECTION 24, T2N, R2E, S4E, RANGE 11 NORTH, RANGE 2 EAST, COUNTY OF SHERIDAN, STATE OF MONTANA, DATED 1911.
4. THE SITE IS A 10.00 AC. PARCEL OF LAND, MORE OR LESS, AS SHOWN ON THE PLAT OF THE SOUTHWEST CORNER OF SECTION 24, T2N, R2E, S4E, RANGE 11 NORTH, RANGE 2 EAST, COUNTY OF SHERIDAN, STATE OF MONTANA, DATED 1911, AND AS SHOWN ON THE PLAT OF THE SOUTHWEST CORNER OF SECTION 24, T2N, R2E, S4E, RANGE 11 NORTH, RANGE 2 EAST, COUNTY OF SHERIDAN, STATE OF MONTANA, DATED 1911.
5. THE SITE IS A 10.00 AC. PARCEL OF LAND, MORE OR LESS, AS SHOWN ON THE PLAT OF THE SOUTHWEST CORNER OF SECTION 24, T2N, R2E, S4E, RANGE 11 NORTH, RANGE 2 EAST, COUNTY OF SHERIDAN, STATE OF MONTANA, DATED 1911, AND AS SHOWN ON THE PLAT OF THE SOUTHWEST CORNER OF SECTION 24, T2N, R2E, S4E, RANGE 11 NORTH, RANGE 2 EAST, COUNTY OF SHERIDAN, STATE OF MONTANA, DATED 1911.

**REFERENCE DRAWINGS**

1. PLAT OF THE SOUTHWEST CORNER OF SECTION 24, T2N, R2E, S4E, RANGE 11 NORTH, RANGE 2 EAST, COUNTY OF SHERIDAN, STATE OF MONTANA, DATED 1911.

2. PLAT OF THE SOUTHWEST CORNER OF SECTION 24, T2N, R2E, S4E, RANGE 11 NORTH, RANGE 2 EAST, COUNTY OF SHERIDAN, STATE OF MONTANA, DATED 1911.

3. PLAT OF THE SOUTHWEST CORNER OF SECTION 24, T2N, R2E, S4E, RANGE 11 NORTH, RANGE 2 EAST, COUNTY OF SHERIDAN, STATE OF MONTANA, DATED 1911.

4. PLAT OF THE SOUTHWEST CORNER OF SECTION 24, T2N, R2E, S4E, RANGE 11 NORTH, RANGE 2 EAST, COUNTY OF SHERIDAN, STATE OF MONTANA, DATED 1911.

5. PLAT OF THE SOUTHWEST CORNER OF SECTION 24, T2N, R2E, S4E, RANGE 11 NORTH, RANGE 2 EAST, COUNTY OF SHERIDAN, STATE OF MONTANA, DATED 1911.

**GRAPHIC SCALE**

1" = 100'

1" = 200'

1" = 300'

1" = 400'

1" = 500'

1" = 600'

1" = 700'

1" = 800'

1" = 900'

1" = 1000'

**STANDARD MAP LEGEND**

1. SITE

2. SITE BOUNDARY

3. SITE AREA

4. SITE PERIMETER

5. SITE LOCATION

6. SITE ORIENTATION

7. SITE SCALE

8. SITE TITLE

9. SITE DATE

10. SITE DRAWN BY

11. SITE CHECKED BY

12. SITE APPROVED BY

13. SITE REVISIONS

14. SITE COMMENTS

15. SITE NOTES

16. SITE DETAILS

17. SITE SPECIFICATIONS

18. SITE MATERIALS

19. SITE METHODS

20. SITE EQUIPMENT

21. SITE PERSONNEL

22. SITE SAFETY

23. SITE ENVIRONMENT

24. SITE HISTORY

25. SITE FUTURE

26. SITE LEGAL

27. SITE FINANCIAL

28. SITE SOCIAL

29. SITE CULTURAL

30. SITE ECONOMIC

31. SITE POLITICAL

32. SITE RELIGIOUS

33. SITE EDUCATIONAL

34. SITE RECREATIONAL

35. SITE UTILITIES

36. SITE TRANSPORTATION

37. SITE INFRASTRUCTURE

38. SITE LANDSCAPE

39. SITE PLANTING

40. SITE PAVING

41. SITE FURNITURE

42. SITE LIGHTING

43. SITE MECHANICAL

44. SITE ELECTRICAL

45. SITE STRUCTURAL

46. SITE FOUNDATION

47. SITE CIVIL

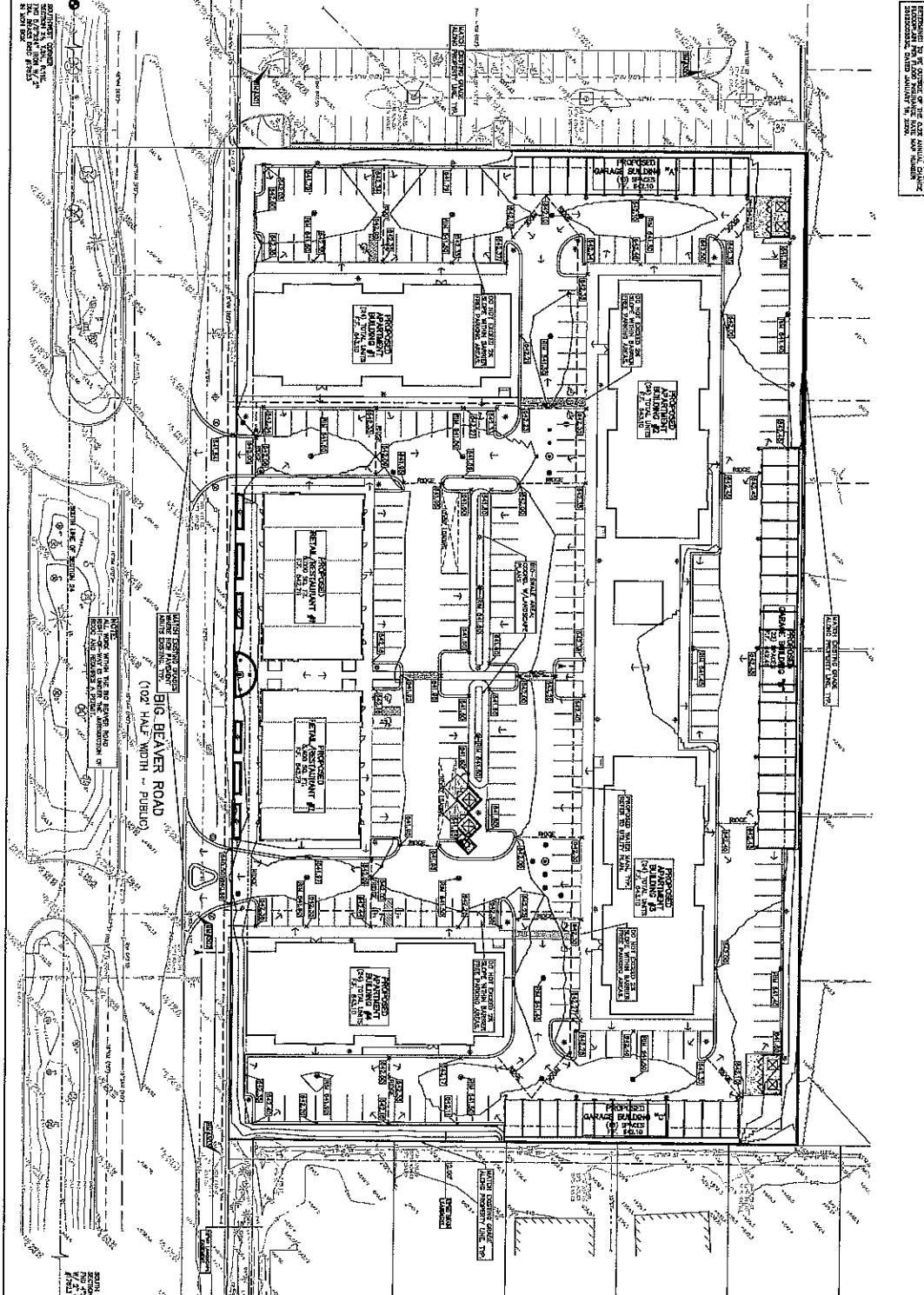
48. SITE SITEWORK

49. SITE AS-BUILT

50. SITE FINAL

**REVISIONS**

NO.	DATE	DESCRIPTION
1	10/20/11	ISSUED FOR PERMIT
2	11/15/11	REVISIONS TO GRADING AND PAVING
3	12/15/11	REVISIONS TO PLANTING AND LANDSCAPING
4	01/15/12	REVISIONS TO SIGNAGE AND LIGHTING
5	02/15/12	REVISIONS TO FURNITURE AND UTILITIES
6	03/15/12	REVISIONS TO FINISHES AND MATERIALS
7	04/15/12	REVISIONS TO MECHANICAL AND ELECTRICAL
8	05/15/12	REVISIONS TO STRUCTURAL AND FOUNDATION
9	06/15/12	REVISIONS TO CIVIL AND SITEWORK
10	07/15/12	REVISIONS TO FINAL AS-BUILT



**EXHIBIT "C"**

**NOT FOR CONSTRUCTION**

**PEA, Inc.**

2000 WEST 10TH AVENUE, SUITE 100  
DENVER, CO 80202

**NAJOR COMPANIES**

800 N. OLD WOODWARD AVE., SUITE 100  
BOZEMAN, MT 59705

**PRELIMINARY GRADING PLAN**

**BIG BEAVER PLAZA**

PARCEL 10, SECTION 24, T2N, R2E, S4E, RANGE 11 NORTH, RANGE 2 EAST, COUNTY OF SHERIDAN, STATE OF MONTANA

DESIGN: GMB, CN, GMB, SBL, P.A.L., J.P.B.

DATE: OCTOBER 11, 2011

SCALE: 1" = 50'

DRAWING NUMBER: C-2.0

**REMARKS:**  
OWNER: BROWN HILL  
PROJECT: BROWN HILL  
DATE: 10/1/00  
BY: [Signature]  
CHECKED: [Signature]  
APPROVED: [Signature]

**GENERAL NOTES:**  
1. THE CITY OF BROWN HILL HAS REVIEWED THIS PLAN AND APPROVES IT FOR THE CITY OF BROWN HILL.  
2. THE CITY OF BROWN HILL HAS REVIEWED THIS PLAN AND APPROVES IT FOR THE CITY OF BROWN HILL.  
3. THE CITY OF BROWN HILL HAS REVIEWED THIS PLAN AND APPROVES IT FOR THE CITY OF BROWN HILL.

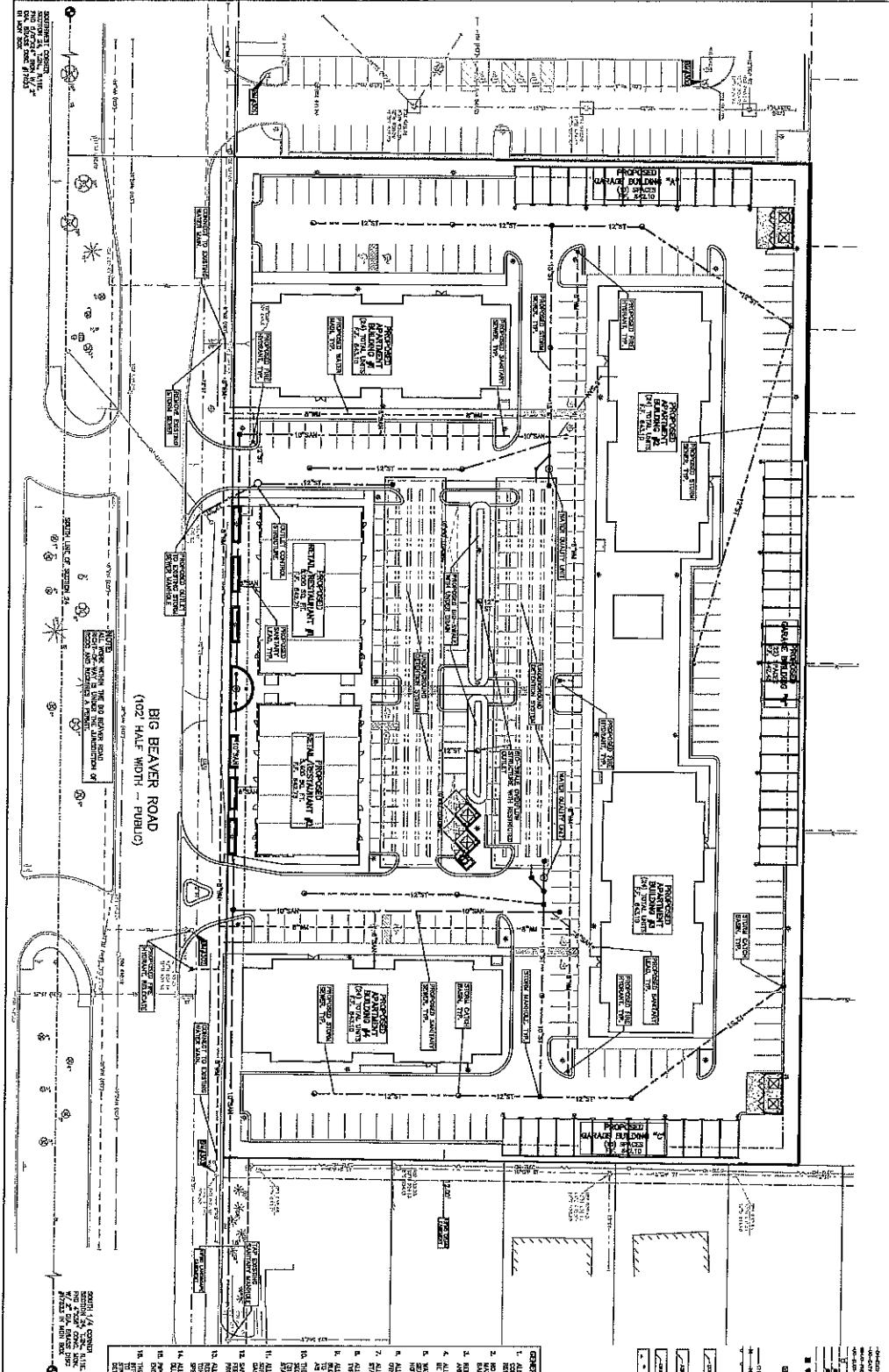
**REFERENCE DRAWINGS:**  
1. BROWN HILL ZONING ORDINANCE  
2. BROWN HILL SUBDIVISION MAP  
3. BROWN HILL PLAT

**STANDARD DRAWING CONVENTIONS**  
(PROPOSED UNDERGROUND UTILITY SYSTEM)  
1. ALL DIMENSIONS ARE IN FEET AND INCHES.  
2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.  
3. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.

**GRAPHIC SCALE**  
1" = 30'  
0' 30' 60' 90' 120' 150' 180' 210' 240' 270' 300'

**LEGEND**  
1. ALL DIMENSIONS ARE IN FEET AND INCHES.  
2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.  
3. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.

**REVISIONS**  
1. [Revision 1]  
2. [Revision 2]  
3. [Revision 3]



**GENERAL UTILITY NOTES:**  
1. ALL DIMENSIONS ARE IN FEET AND INCHES.  
2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.  
3. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.

**MAJOR COMPANIES**  
200 N. OLD WOODWARD AVE., SUITE 100  
BIRMINGHAM, AL 35203

**PEA, Inc.**  
200 N. OLD WOODWARD AVE., SUITE 100  
BIRMINGHAM, AL 35203

**NOT FOR CONSTRUCTION**

**EXHIBIT "C"**

# EXHIBIT B



RECEIVED  
OAKLAND COUNTY  
REGISTER OF DEEDS  
2019 SEP 10 PM 2:28

144958  
LIBER 53230 PAGE 766  
\$26.00 MISC RECORDING  
\$4.00 REMONUMENTATION  
09/10/2019 01:57:29 P.M. RECEIPT# 104753  
PAID RECORDED - OAKLAND COUNTY  
LISA BROWN, CLERK/REGISTER OF DEEDS

STATE OF MICHIGAN  
COUNTY OF OAKLAND  
CITY OF TROY

**REVISED FIRST AMENDMENT TO DEVELOPMENT AGREEMENT FOR**  
**BIG BEAVER PLACE PLANNED UNIT DEVELOPMENT NOW KNOWN AS**  
**"TROY CROSSING, LLC"**

This First Amendment to Development Agreement for Big Beaver Planned Unit Development ("Agreement"), dated September 9, 2019, is entered into by and between **TROY CROSSING, LLC**, a Michigan limited liability company, the address of which is 600 N. Woodward, Suite 100, Birmingham, Michigan 48009, referred to herein as the ("Developer"), and the **CITY OF TROY**, a Michigan municipal corporation, having its principal offices at 500 West Big Beaver Road, Troy, Michigan 48084 ("City").

**RECITALS**

A. On or about September 10, 2007, the City entered into a Development Agreement for the Big Beaver Place Planned Unit Development ("Development Agreement") with Big Beaver Place, LLC, which Development Agreement is recorded at Liber 39785, Pages 864, Oakland County Records.

B. Developer has a successor property interest in the Property that was approved for the Big Beaver Place Planned Unit Development. Developer owns 4.77 acres of land which is more particularly described on the attached Exhibit A ("the Property").

C. The parties agree to amend the Development Agreement in accordance with the terms and conditions contained herein.

See page 5 for current  
sitewells

OK-AB

39P

## AGREEMENT

**NOW, THEREFORE**, in consideration of the foregoing and by mutual agreement set forth below, the parties agree as follows:

1. Paragraph 1.2 of the of the Development Agreement is deleted in its entirety and replaced with the following:

1.2 The Project shall be developed and improved in accordance with the following, which shall be referred to herein as the "PUD Documents":

- A. Chapter 39, ARTICLE 11 of the City's Zoning Ordinance, and amendments, if any.
- B. The Development Agreement as amended by this First Amendment to the Development Agreement. (Attached as Exhibit B).
- D. The full-sized plans and a table of which is attached as Exhibit C and considered for approval by Troy City Council on August 7, 2017.
- E. The resolution in the official minutes of the August 7, 2017 meeting at which the City Council approved the Planned Unit Development, including any and all conditions of the approval contained therein.
- F. An Affidavit of Property Ownership to be recorded with the Oakland County Register of Deeds prior to commencement of construction and prior to the sale of any portion of the Project, containing the legal description of the entire Property; specifying the date of approval of the Planned Unit Development rezoning, and declaring that all future development of the Property has been authorized, restricted and required to be carried out in accordance with this Agreement and the Ordinance amendment granting rezoning to Planned United Development.
- G. The Concept Development Plan and the Preliminary Development Plan which were considered concurrently by the Planning Commission and Troy City Council, when approved by City Council.

Engineering Plans have not been submitted with this Agreement. It is understood by all parties and it is part of this Agreement that Engineering Plans, acceptable to the City Engineer, must be compliant with this Agreement, the City of Troy ordinances and development standards, and state and federal law and shall be submitted at the time of the request for Final Site Plan approval for such Phase.

2. Paragraph 2.4 of the of the Development Agreement is deleted in its entirety and replaced with the following:

2.4 The uses permitted at Big Beaver Place are depicted on the Proposed Site Plan recommended for approval by Planning Commission on June 27, 2017, and approved by City Council on August 7, 2017 as depicted on the plans attached as Exhibit C. The two retail buildings shall not exceed a combined area of 12,000 square feet. The residential component shall consist of no more than four buildings totaling 108 units, not to exceed three stories in height, with each unit having an area of approximately 500 to 1,500 square feet. Developer shall construct one-car garages in accordance with the Site Plan. Developer shall construct a community building between apartment Buildings Two (2) and Three (3) per the plans. The uses permitted under this PUD are also uses permitted in the B-2, RM-1 Commercial, and RM-3 Zoning Districts of the City of Troy Zoning Ordinance. To the extent otherwise provided in the PUD documents, all uses in the regulations for the B-2, RM-2 and RM-3 Zoning Districts are allowed. In the event that there is any conflict between the City's Ordinances and this PUD Agreement, the terms and conditions of this PUD Agreement shall prevail.

3. Except as otherwise specifically amended herein, all terms and conditions of the Development Agreement entered on September 10, 2007 are reaffirmed and ratified and shall be in full force and effect as of the date of this Agreement. If there is any dispute between the Development Agreement and this First Amendment to Development Agreement for Big Beaver Place Planned Unit, then this First Amendment to Development Agreement for Big Beaver Place Planned Unit shall control.

IN WITNESS WHEREOF, THIS First Amendment to Development Agreement for Big Beaver Place Planned Unit Development was executed by the respective parties on the date specified with the notarization with their name, and shall take effect on the date of full execution.

**DEVELOPER:**

**Troy Crossing, LLC,**  
a Michigan limited liability company

By: Brian Najor  
Its: Manager

Dated: August 29, 2019

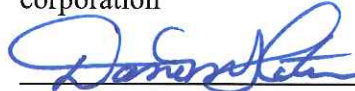
STATE OF MICHIGAN     )  
  ) ss  
COUNTY OF OAKLAND    )

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of August, 2019, by Brian Najor, the Manager of Troy Crossing LLC, a Michigan limited liability company, on behalf of the company.

Print Name: Kimberly M. Hestep  
Notary Public, Oakland County, Michigan  
My Commission Expires: 11-02-2025  
Acting in the County of Oakland

**CITY:**

CITY OF TROY, a Michigan municipal corporation



By: Dane Slater

Its: Mayor

Dated: September 9, 2019



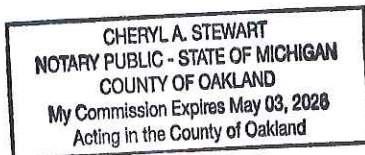
By: M. Aileen Dickson

Its: City Clerk

Dated: September 9, 2019

STATE OF MICHIGAN     )  
                                      ) ss  
COUNTY OF OAKLAND    )

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of September, 2019, by Dane Slater, Mayor, and M. Aileen Dickson, City Clerk, of the City of Troy, a Michigan municipal corporation, on behalf of the Corporation.





Print Name: Cheryl A. Stewart

Notary Public, Oakland County, Michigan

My Commission Expires: May 3, 2026

Acting in the County of Oakland

**DRAFTED BY:**

M. Aileen Dickson  
City Clerk  
500 West Big Beaver Road  
Troy, MI 48084

**WHEN RECORDED RETURN TO:**

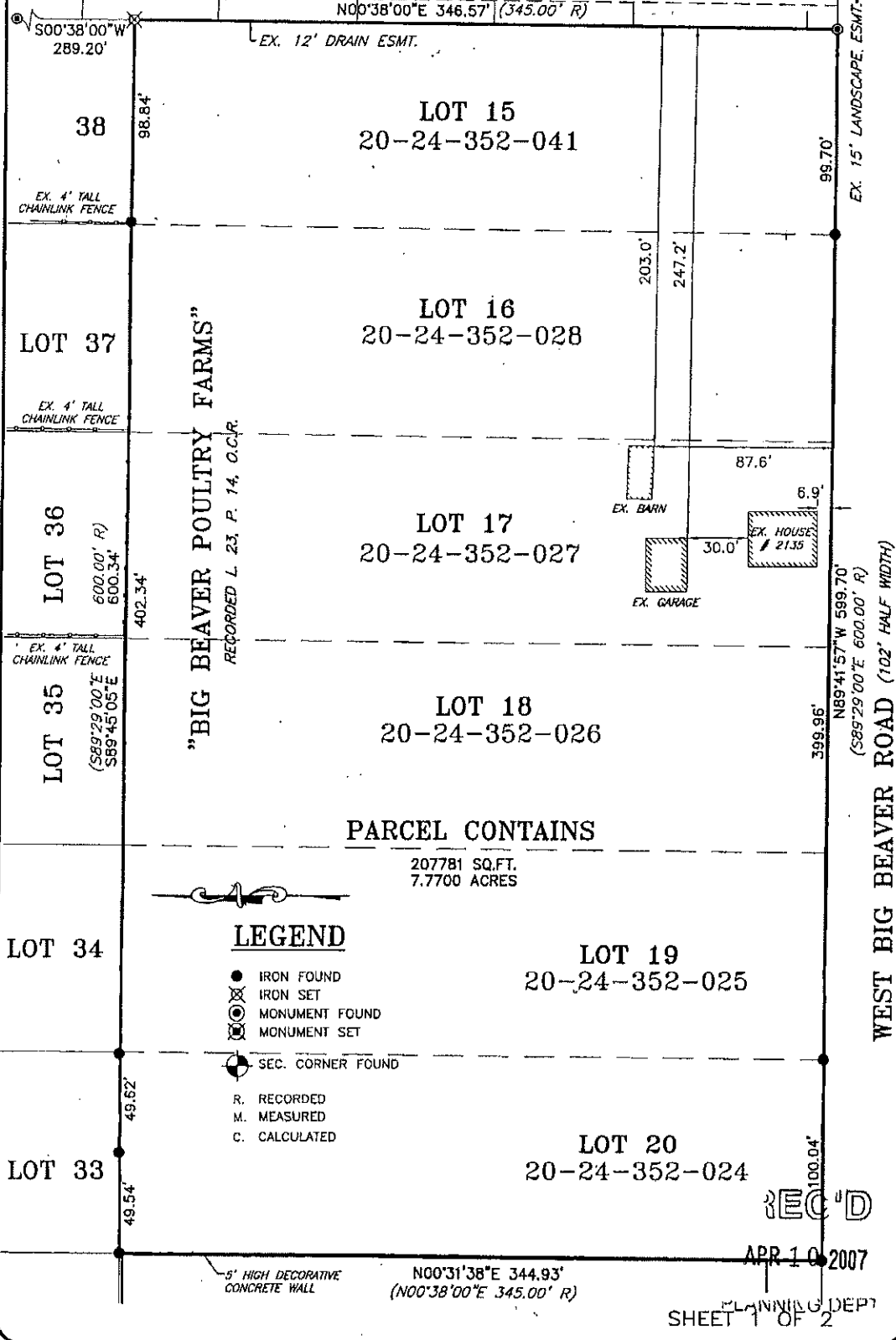
M. Aileen Dickson  
City Clerk  
500 West Big Beaver Road  
Troy, MI 48084

# CERTIFICATE OF SURVEY

"RHODE ISLAND ESTATES SITE CONDOMINIUMS SUBDIVISION PLAN NO. 1687"

RECORDED L. 34506, P. 370

N00°38'00"E 346.57' (345.00' R)



See page 5 for current Sitewells

CLIENT BIG BEAVER PLACE	PROJECT NO. 06--640
SCALE 1" = 60'	DATE 04-10-07
DRAWN BY J.A.E.	CHECKED BY R.L.H.



**FAZAL KHAN & ASSOCIATES, INC.**  
**CIVIL ENGINEERS & LAND SURVEYORS**  
 43279 SCHOENHERR STERLING HEIGHTS, MI 48313  
 PHONE (586) 739-8007 FAX (586) 739-6994



04-10-07 RLH

06-640 LOTS 15-16-17-18-19-20 BIG BEAVER POULTRY FARMS BIG BEAVER PLACE BOUNDARY

DESCRIPTION OF PROPERTY (FROM RECORD)

LOTS 15-16-17-18-19-20, "BIG BEAVER POULTRY FARMS", PART OF THE SW1/4 OF SECTION 24, T2N, R11E, CITY OF TROY, OAKLAND COUNTY, MICHIGAN, RECORDED IN LIBER 23 OF PLATS, PAGE 14, OAKLAND COUNTY RECORDS, EXCEPT THE SOUTH 69 FEET TAKEN FOR BIG BEAVER ROAD. CONTAINING 207781 SQUARE FEET OR 4.7700 ACRES, MORE OR LESS.

SUBJECT TO RESTRICTIONS, RESERVATIONS AND EASEMENTS, IF ANY.

\* ALSO KNOWN AS SIDWELL NO. 20-24-352-041, 20-24-352-028, 20-24-352-027, 20-24-352-026, 20-24-352-025 AND 20-24-352-024.

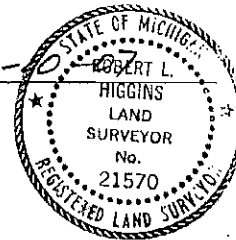
CERTIFIED TO:

BIG-BEAVER PLACE, LLC  
48593 HAYES ROAD  
SHELBY TOWNSHIP, MICHIGAN 48315  
1-313-585-1345

I HEREBY CERTIFY THAT THIS IS A TRUE AND ACCURATE SURVEY; THAT THIS DRAWING IS A CORRECT REPRESENTATION OF ALL THE EXTERIOR BOUNDARIES OF THE LAND SURVEYED; THAT SAID SURVEY WAS PERFORMED WITH AN ERROR OF CLOSURE OF 1 IN 5000; THAT THIS SURVEY COMPLIES WITH THE REQUIREMENTS OF SECTION 3, ACT NO. 132, P.A. OF 1970, AS AMENDED.

*Robert L. Higgins*  
ROBERT L. HIGGINS, P.S. 21570  
FAZAL KHAN AND ASSOCIATES, INC.  
43279 SCHOENHERR ROAD  
STERLING HEIGHTS, MICHIGAN 48313  
1-586-739-8007

DATE



BEARING DATA ORIGINATES FROM THE WEST LINE OF "RHODE ISLAND ESTATES SITE CONDOMINIUM SUBDIVISION PLAN NO. 1687", RECORDED IN LIBER 34506, PAGE 370, OAKLAND COUNTY RECORDS.

THIS PROPERTY LIES WITHIN AN AREA DESIGNATED AS ZONE X (AREAS DETERMINED TO BE OUTSIDE OF THE 0.2 % ANNUAL CHANCE FLOODPLAIN) AS DEPICTED BY THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 260180 0553 F, DATED SEPTEMBER 29, 2006, PROVIDED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

\*All sidwells same along NKA  
20-24-352-067 lots 15-20  
-068 lots 16-19

SHEET 2 OF 2

CLIENT BIG BEAVER PLACE	PROJECT NO. 06-640
SCALE	DATE 04-10-07
	DRAWN BY J.A.E.
	CHECKED BY R.L.H.



**FAZAL KHAN & ASSOCIATES, INC.**  
**CIVIL ENGINEERS & LAND SURVEYORS**  
43279 SCHOENHERR STERLING HEIGHTS, MI 48313  
PHONE (586) 739-8007 FAX (586) 739-6994



# EXHIBIT C

### Response to Section 6 of the PDP Application:

In September 2019, the City of Troy Council approved the PUD, known as Big Beaver Place, consisting of four apartment buildings totaling 108 units and two retail buildings of up to 12,000 square feet in total. At this time, the apartment buildings are in various stages of development with tenants having moved into building number one in April 2021 and a planned completion of building two in July 2021. The two remaining apartment buildings are scheduled to be completed by early 2022. The demand for these premium quality units at this development has been extremely strong with 67 of the total 108 units having been leased as of the beginning of June 2021. Now that we have tenants moved in and we have received a substantial amount of feedback from prospective residents, we believe that the two retail buildings approved would be a detriment to the surrounding apartment community in the form of additional traffic and noise.

In lieu of the two retail buildings, we are proposing to construct a single three-story building consisting of 2,129 square feet of retail and/or restaurant use on the west end of the ground floor and 25 additional apartment units. The retail/restaurant uses will maintain the mixed-use component of the PUD while at a scale that is more appropriate for this principally residential community. The uses envisioned for this retail component would be complimentary to the apartment residents and include such offerings as a coffee shop, small restaurant and/or personal service uses. The elevations of the proposed building would be consistent with the other buildings in the development. The building will be situated in the same area as the previously approved retail building and will retain many of the landscape and hardscape elements such as planter boxes and pavers.



(Per First American Title Insurance Co. (Title Connect, LLC) commitment number TC13-80740, commitment date 04-04-19)

Commencing at the Northwest Corner of said Section 24; thence along the South line of said Section 24, 589°42'05.78", 533.07 feet (plotted as 589°39", 534.66 feet); thence N00°31'38"E, 102.03 feet to the North line of Big Beaver Road (102 feet = 1/2 width of off-way) and the POINT OF BEGINNING; thence continuing N00°31'38"E, 102.03 feet to the North line of said Section 24; thence S89°50'00"E, 102.03 feet to the East line of said Section 24; thence S89°50'00"E, 102.03 feet (plotted as 500 feet) to the West line of "Phyllis" and Estate of Phyllis M. Condon, subdivision plan no. 1687, recorded in Liber 34505, Page 370, Oakland County, Michigan; thence along said West line, S00°38'00"W, 346.57 feet (plotted as 345 feet) to the North line of said Section 24; thence S89°50'00"E, 102.03 feet to the East line, N89°41'57"W, 164.38 feet (plotted as N89°29"W); thence N00°78'03"E, 183.50 feet; thence N89°41'57"W, 246.00 feet; thence S00°78'03"W, 183.50 feet to the North line of said Section 24; thence S89°50'00"E, 102.03 feet along said North line, N89°41'57"W, 186.32 feet to the POINT OF BEGINNING.

Lands in the Southwest 1/4 of Section 24, Town 2 North, Range 11 East, City of Troy, Oakland County, Michigan, being part of Lots 16 through 19, "Big Beaver Poultry Farms" Subdivision, as recorded in Liber 23, Page 14, Oakland County Records, more particularly described as:

Commencing at the Southwest Corner of said Section 24; thence along the South line of said Section 24, S89°42'05"E, 535.07 feet (platted as S89°29'E, 534.86 feet); thence N89°31'38", 102.2 feet along the North line of Big Beaver Road (102 feet - 1/2 width right-of-way) to the intersection of said line S89°42'05"E, 186.32 feet (platted as S89°29"E) to the POINT OF BEGINNING; thence N00°18'33"W, 183.50 feet; thence S89°41'57"E, 249.00 feet; thence S00°18'03"W, 183.50 feet to the aforementioned North line of Big Beaver Road; thence along said North line, N89°41'57"W, 249.00 feet to the POINT OF BEGINNING.

(Per First American Title Insurance Co. (Title Connect, LLC) commitment number TC13-80740, commitment date 04-04-18.

Subject to the easements, restrictions and reservations contained in the Big Beaver Poultry Farms Plat recorded at Liber 23, Page(s) 1-4, Oakland County Records. [DOES NOT AFFECT THE SUBJECT PROPERTY]

- 13 Terms and Conditions contained in Right of Way in favor of Michigan Bell Telephone Company as disclosed by instrument recorded in Liber 7219, page 708. [DOES NOT AFFECT THE SUBJECT PROPERTY]
- 14 Terms and Conditions contained in Development Agreement as disclosed by instrument recorded in Liber 39785, page 864 as amended by First Amendment recorded in Liber \_\_\_\_\_ page \_\_\_\_\_ [AFFECTS ALL OF THE SUBJECT PROPERTY]
- 15 Covenants, conditions and restrictions and other provisions but omitting restrictions, if any, based on race, color, religion, sex, handicap, familial status or national origin as contained in instrument recorded in Liber 1001, Page 574, Oakland County Records. [DOES NOT AFFECT THE SUBJECT PROPERTY]

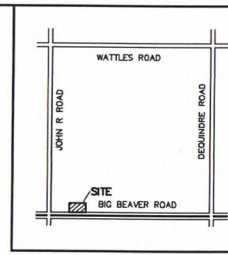
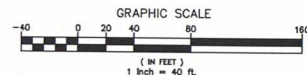
A. At the time of survey there was no evidence observed of any tanks, drainage fields, or use as a solid waste dump or sanitary landfill.

B. The site is currently under construction. The survey shows conditions as of January 23, 2017.

C. No evidence of potential wetlands were observed on the subject property at the time the survey was conducted, nor are there any other documentation of any wetlands being located on the subject property.

D. The sewers and water lines are based on record maps provided by the City of Dearborn Engineering Department and visual observation.

E. The existing conditions as shown herein, are as of the "last day of field work" noted in the certification.



LOCATION MAP - NOT TO SCALE

[illegible]

HAVE NOT RECEIVED INFORMATION AS OF 1-18-17  
 HAVE NOT RECEIVED INFORMATION AS OF 1-18-17  
 HAVE NOT RECEIVED INFORMATION AS OF 1-18-17  
 HAVE NOT RECEIVED INFORMATION AS OF 1-18-17  
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 HAVE NOT RECEIVED INFORMATION AS OF 1-18-17  
 CONSUMERS ENERGY, GS MAP #22-61-24-3, DATED 4-20-15  
 HAVE NOT RECEIVED INFORMATION AS OF 1-18-17  
 F.N.A. FIRM MAP 26125C00000, DATED 1-18-17  
 "BOUNDARY AND TOPOGRAPHIC SURVEY BIG BEANER PLACE", FAZA  
 KAHN & ASSOC., PROJECT #06-640, DATED 10-23-06

To: Troy Crossing, LLC  
Title Connect, LLC  
First American Title Insurance Company,  
Bank of Ann Arbor

This is to certify that this map or plot, and the survey on which it is based were made in accordance with the Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys jointly adopted by and adopted by ALTA and NSPS in 2016, and includes Items 2, 3, 4, 8, 9, 11(a), 13, 16-18 and 19 of Table A thereof. Pursuant to the Accuracy Standards as adopted by ALTA and NSPS and in effect on the date of this certification, undersigned further states that in my professional opinion, as a land surveyor registered in the State of Minnesota, the Reasonable Accuracy of the survey does not exceed that which is specified therein. The last day of field work was completed on January 23, 2017.

Todd D. Shelly, PS  
Michigan Professional Surveyor No. 4111  
Agent for PEA, Inc.

8-23-19  
Date:

**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  
26125C0553Q, DATED JANUARY 16, 2006.

STATE OF MICHIGAN  
TODD D. SHELLEY  
PROFESSIONAL SURVEYOR  
NO. 41111  
LICENSED PROFESSIONAL SURVEYOR

[illegible]

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Troy, MI 48063-1872  
t 248.689.9090  
f 248.689.1044  
[www.peainc.com](http://www.peainc.com)

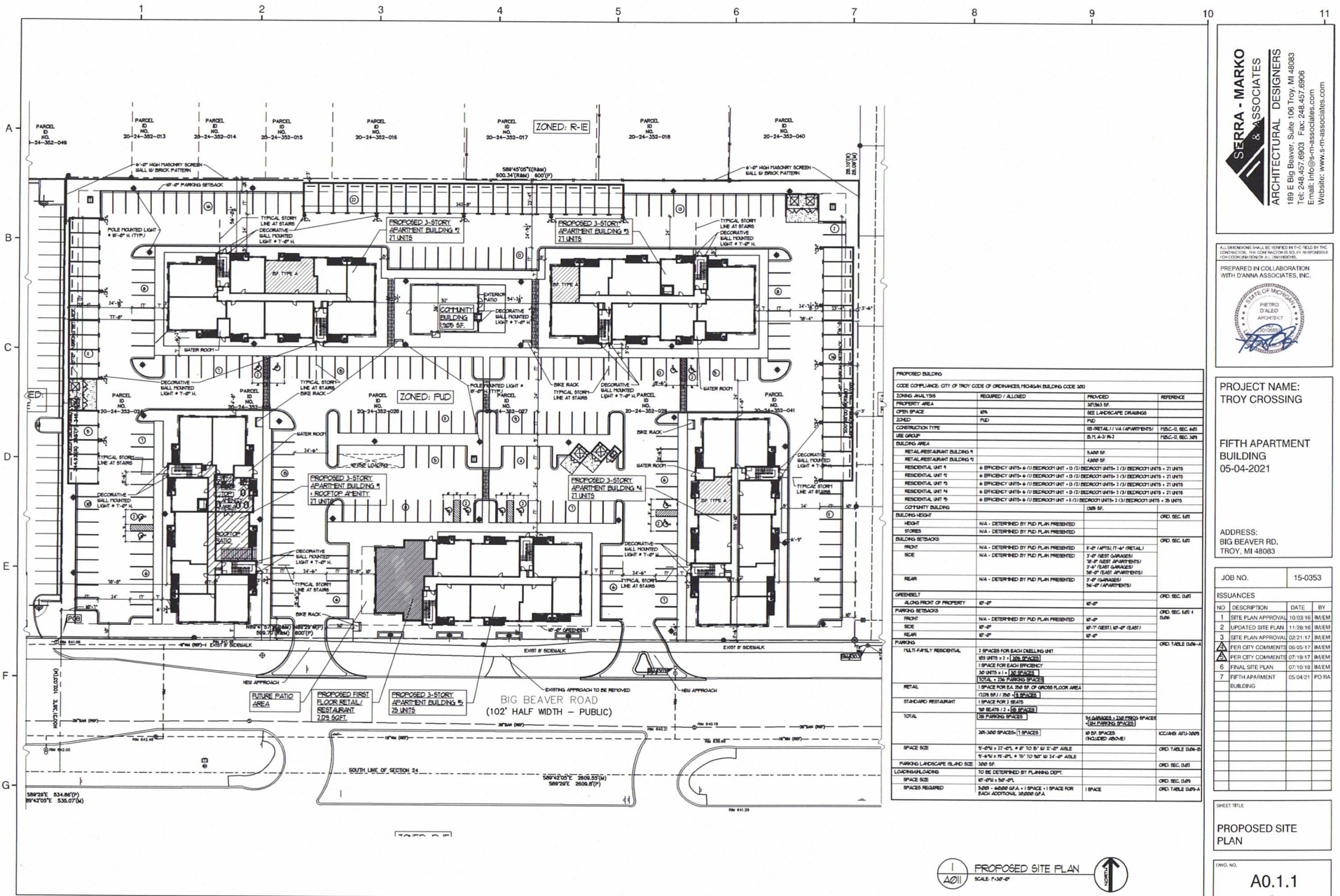
**NAJOR COMPANIES**  
660 NORTH OLD WOODWARD  
BIRMINGHAM, MI 48402

ORIGINAL ISSUE DATE: AUGUST 21, 2019
PEA JOB NO. 2016-286
SCALE: 1" = 40'
DRAWING NUMBER

•







PROPOSED BUILDING			
CODE COMPLIANCE: CITY OF TROY CODE OF ORDINANCES PROGRAM BUILDING CODE 300	REQUIRED / ALLOWED	PROVIDED	REFERENCE
ZONING ANALYSIS	REQUIRED	300.01 SF	
OPEN SPACE	MIN	SEE LANDSCAPE DRAWINGS	
ZONED	R-1E	R-1E	
CONSTRUCTION TYPE	MIN	150 RETAIL / 150 APARTMENTS	IBC-5, SEC. 601
USE GROUP	MIN	150 RETAIL / 150 APARTMENTS	IBC-5, SEC. 601
BUILDING AREA		5,400 SF	
RETAIL/RESTAURANT BUILDING 1		4,800 SF	
RETAIL/RESTAURANT BUILDING 2		4,800 SF	
RETAIL/RESTAURANT BUILDING 3		4,800 SF	
RETAIL/RESTAURANT BUILDING 4		4,800 SF	
RETAIL/RESTAURANT BUILDING 5		4,800 SF	
RETAIL/RESTAURANT BUILDING 6		4,800 SF	
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RETAIL/RESTAURANT BUILDING 98		4,800 SF	
RETAIL/RESTAURANT BUILDING 99		4,800 SF	
RETAIL/RESTAURANT BUILDING 100		4,800 SF	

**SERRA - MARKO & ASSOCIATES**  
ARCHITECTURAL DESIGNERS  
189 E Big Beaver, Suite 106 Troy, MI 48063  
Tel: 248.457.6903 Fax: 248.457.6906  
Email: info@s-m-a-associates.com  
Website: www.s-m-a-associates.com

ALL DRAWINGS SHALL BE VERIFIED BY THE FIELD BY THE DESIGNER. THE DESIGNER SHALL BE RESPONSIBLE FOR THE ACCURACY OF ALL INFORMATION.

PREPARED IN COLLABORATION WITH D'AMICO ASSOCIATES, INC.

**PROJECT NAME:**  
TROY CROSSING

**FIFTH APARTMENT BUILDING**  
05-04-2021

**ADDRESS:**  
BIG BEAVER RD.  
TROY, MI 48063

**JOB NO.** 15-0353

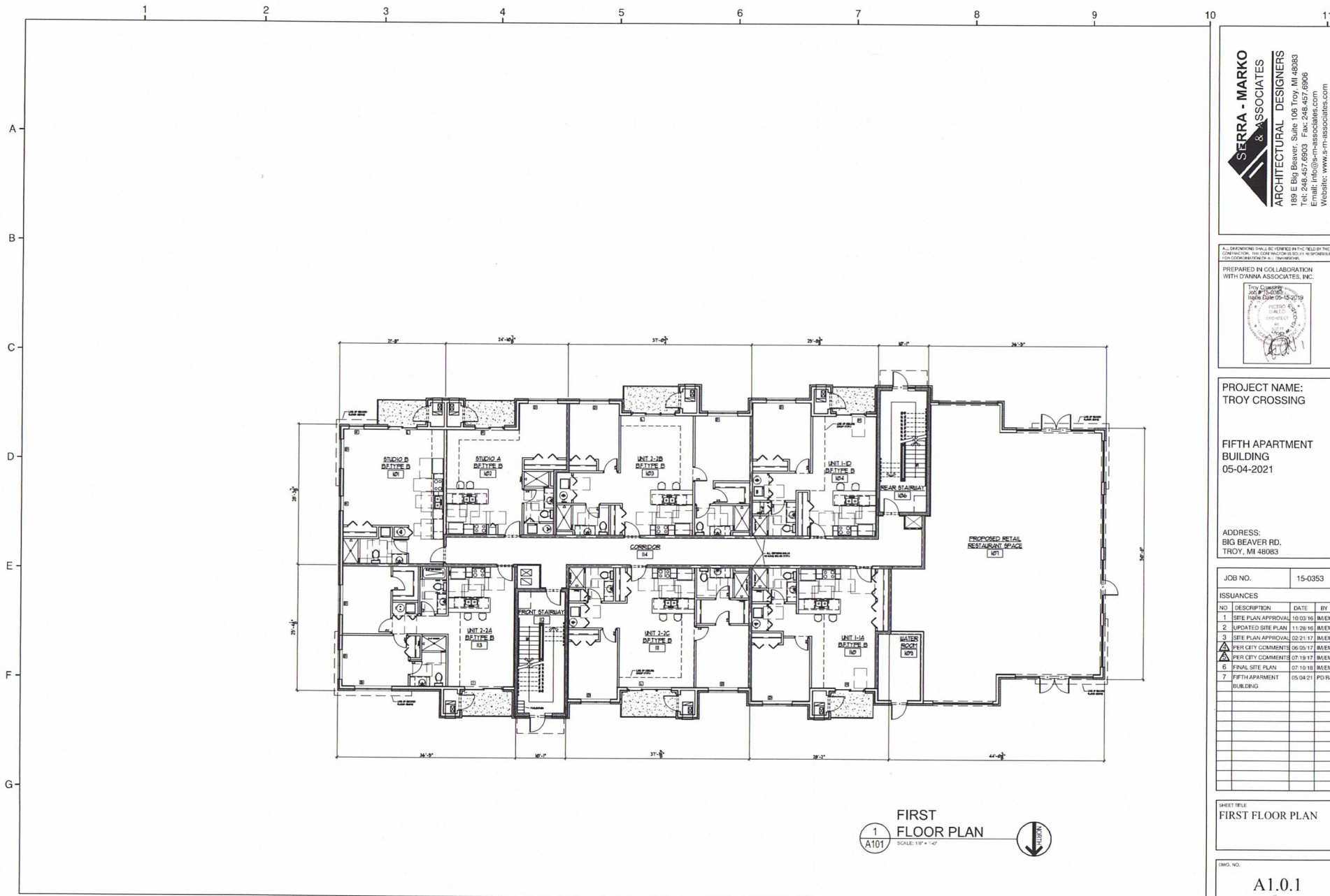
**ISSUANCES**

NO.	DESCRIPTION	DATE	BY
1	SITE PLAN APPROVAL	10/03/16	BA/EM
2	UPDATED SITE PLAN	11/28/16	BA/EM
3	SITE PLAN APPROVAL	02/21/17	BA/EM
4	PER CITY COMMENTS	06/05/17	BA/EM
5	PER CITY COMMENTS	07/19/17	BA/EM
6	FINAL SITE PLAN	07/19/18	BA/EM
7	FIFTH APARTMENT BUILDING	05-04-21	PD/BA

**SHEET TITLE**  
**PROPOSED SITE PLAN**

**OWN. NO.**  
**A0.1.1**

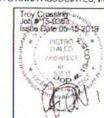




**SERRA MARKO & ASSOCIATES**  
**ARCHITECTURAL DESIGNERS**  
 189 E Big Beaver, Suite 108 Troy, MI 48063  
 Tel: 248.457.6903 Fax: 248.457.6908  
 Email: info@s-m-associates.com  
 Website: www.s-m-associates.com

ALL DIMENSIONS SHALL BE VERIFIED IN THE FIELD BY THE  
 CONTRACTOR. THIS CONSTRUCTION IS SOLELY THE RESPONSIBILITY  
 OF THE CONTRACTOR AND NOT THE ARCHITECT.

PREPARED IN COLLABORATION  
 WITH D'AMICO ASSOCIATES, INC.



**PROJECT NAME:**  
**TROY CROSSING**

**FIFTH APARTMENT  
 BUILDING**  
 05-04-2021

**ADDRESS:**  
 BIG BEAVER RD.  
 TROY, MI 48063

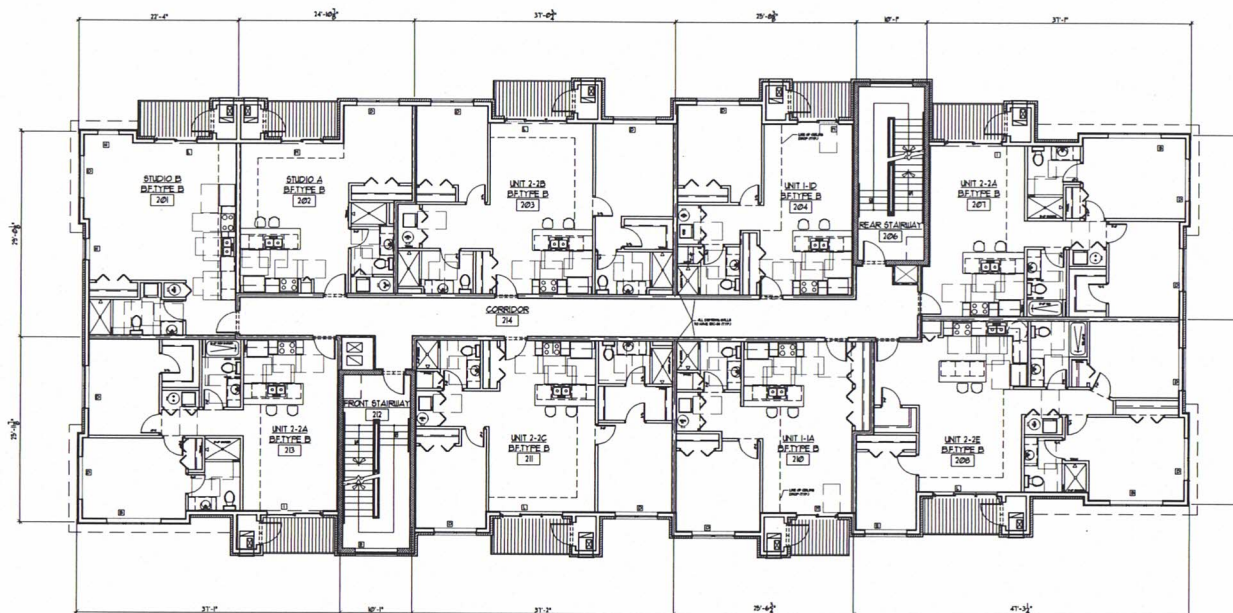
**JOB NO.** 15-0353

ISSUANCES			
NO.	DESCRIPTION	DATE	BY
1	SITE PLAN APPROVAL	10/03/16	BA/EM
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5	PER CITY COMMENTS	07/19/17	BA/EM
6	FINAL SITE PLAN	07/19/18	BA/EM
7	FIFTH APARTMENT BUILDING	05/04/21	PO/BA

**SHEET TITLE:**  
**FIRST FLOOR PLAN**

**DWG. NO.**

**A1.0.1**



1  
A102

SECOND  
FLOOR PLAN

SCALE: 1/8" = 1'-0"

North Arrow

**SERRA - MARKO  
& ASSOCIATES**

**ARCHITECTURAL DESIGNERS**

189 E Big Beaver, Suite 106 Troy, MI 48063  
Tel: 248.457.6903 Fax: 248.457.6906  
Email: [info@s-m-associates.com](mailto:info@s-m-associates.com)  
Website: [www.s-m-associates.com](http://www.s-m-associates.com)

ALL DIMENSIONS SHALL BE VERIFIED IN THE FIELD BY THE CONTRACTOR. THE CONTRACTOR IS SOLELY RESPONSIBLE.

PREPARED IN COLLABORATION  
WITH D'ANNA ASSOCIATES, INC.



PROJECT NAME:  
TROY CROSSING

FIFTH APARTMENT  
BUILDING  
05-04-2021

ADDRESS:  
BIG BEAVER RD.  
TROY, MI 48063

JOB NO.	15-0353
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[illegible]

SHEET TITLE  
SECOND FLOOR  
PLAN

DWG. NO.

A1.0.2



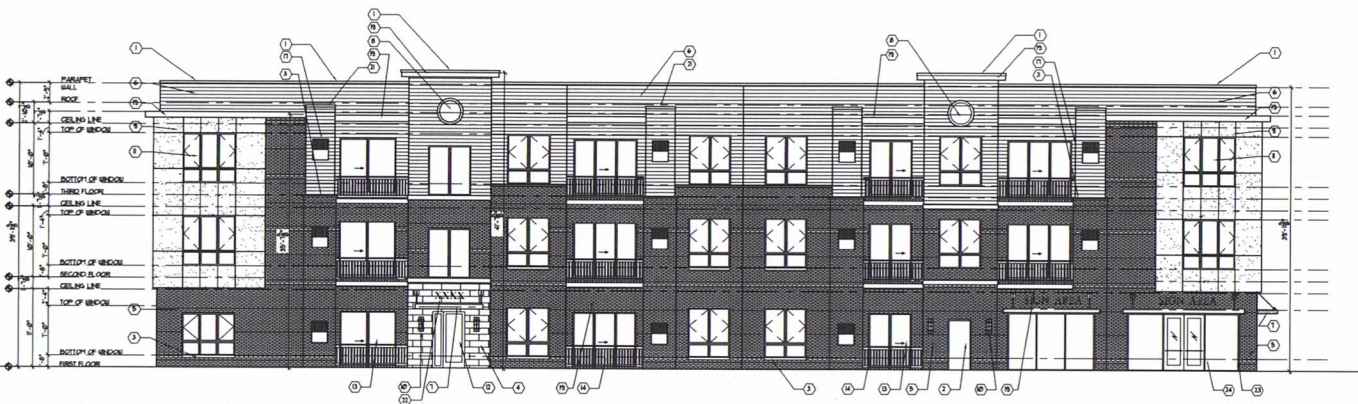


# APARTMENT BUILDING ELEVATION KEYED NOTES

- 1 PRE-FIN METAL COPING
- 2 HPI DOOR
- 3 LIFESTONE OR PRE-CAST SILL
- 4 BURNISHED BLOCK
- 5 BRICK
- 6 GEMENT SIDING (COLOR TBD)
- 7 OPEN STEEL CANOPY
- 8 DECORATIVE ELEMENT
- 9 PRE-FINISHED METAL PANEL
- 10 DECORATIVE WALL MOUNTED LIGHT FIXTURE
- 11 ROLL GLASS SET IN ALUM. FRAME UNDOU
- 12 ROLL 10" GLASS SET IN ALUM. FRAME DOOR
- 13 ROLL GLASS SET IN ALUM. FRAME SLIDING DOOR
- 14 ALUM. RAILING (BRONZE FIN. APPEARANCE)
- 15 DOWNPOUT (SEE PLUMBING FOR SIZE)
- 16 NOT USED
- 17 MECHANICAL SHUT
- 18 NOT USED
- 19 FASCIA WRAPPED IN PRE-FINISHED METAL (SEE SECTIONS FOR SIZES)
- 20 HVAC GRILLE (SEE MECHANICAL PLANS)
- 21 Drip Edge METAL COPING
- 22 BUILDING ADDRESS NUMBERS TO BE A MINIMUM OF 4" HIGH WITH A "THIN" UNDOU OF 4" AND IN A COLOR THAT CONTRASTS THE BACKGROUND.
- 23 TEMPLER GLASS UNDOU SET IN ALUM. FRAME
- 24 TEMPLER GLASS DOOR SET IN ALUM. FRAME



1 SOUTH ELEVATION  
SCALE: 1/8" = 1'-0"



2 NORTH ELEVATION  
SCALE: 1/8" = 1'-0"

**SERRA - MARKO & ASSOCIATES**  
ARCHITECTURAL DESIGNERS  
189 E Big Beaver, Suite 106 Troy, MI 48063  
Tel: 248.457.6903 Fax: 248.457.6906  
Email: info@serramarko.com  
Website: www.serramarko.com

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PREPARED IN COLLABORATION WITH D'ANNA ASSOCIATES, INC.



PROJECT NAME:  
TROY CROSSING

FIFTH APARTMENT  
BUILDING  
05-04-2021

ADDRESS:  
BIG BEAVER RD.  
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JOB NO. 15-0353

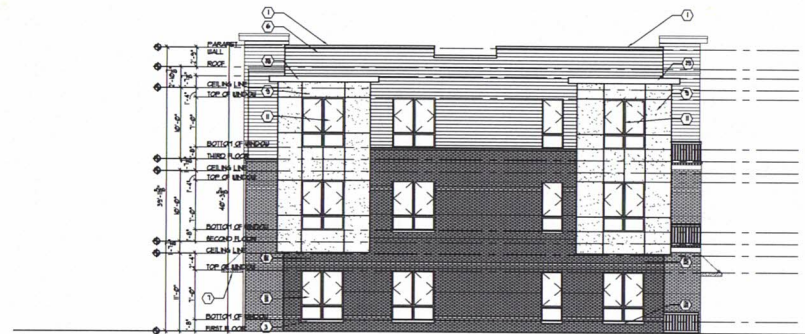
ISSUANCES			
NO.	DESCRIPTION	DATE	BY
1	SITE PLAN APPROVAL	10/03/16	BAEM
2	UPDATED SITE PLAN	11/28/16	BAEM
3	SITE PLAN APPROVAL	02/21/17	BAEM
4	PER CITY COMMENTS	06/05/17	BAEM
5	PER CITY COMMENTS	07/19/17	BAEM
6	FINAL SITE PLAN	07/19/18	BAEM
7	FIFTH APARTMENT BUILDING	05/04/21	PD RA

SHEET TITLE  
BUILDING  
ELEVATIONS

DWG. NO.  
A2.0.1

# APARTMENT BUILDING ELEVATION KEYED NOTES

- (1) PRE-FIN METAL CORING
- (2) MET DOOR
- (3) LIMESTONE OR PRE-CAST SILL
- (4) BURNISHED BLOCK
- (5) BRICK
- (6) CEMENT SIDING (COLOR TBD)
- (7) OPEN STEEL CANOPY
- (8) DECORATIVE ELEMENT
- (9) PRE-FINISHED METAL PANEL
- (10) DECORATIVE WALL MOUNTED LIGHT FIXTURE
- (11) INSUL. GLASS SET IN ALUM. PRIME WINDOW
- (12) INSUL. GLASS SET IN ALUM. PRIME DOOR
- (13) INSUL. GLASS SET IN ALUM. PRIME SLIDING DOOR
- (14) ALUM. RAILING (ROUGH IRON APPEARANCE)
- (15) DOWNPOUT (SEE PLUMBING FOR SIZE)
- (16) NOT USED
- (17) MECHANICAL SHUT
- (18) NOT USED
- (19) PANEL WRAPPED IN PRE-FINISHED METAL (SEE SECTION FOR SIZE)
- (20) HVAC GRILLE (SEE MECHANICAL PLANS)
- (21) DRAIN EDGE METAL CORING
- (22) BUILDING ADDRESS NUMBERS TO BE A FINISH OF 4" HSL WITH A FINISH FINISH OF 60° AND IN A COLOR THAT CONTRASTS THE BACKGROUND.
- (23) TINTED GLASS WINDOW SET IN ALUMINUM PRIME
- (24) TINTED GLASS DOOR SET IN ALUMINUM PRIME



1 EAST ELEVATION  
SCALE: 1/8" = 1'-0"



2 WEST ELEVATION  
SCALE: 1/8" = 1'-0"

**SERRA-MARKO & ASSOCIATES**  
ARCHITECTURAL DESIGNERS  
188 E Big Beaver, Suite 105 Troy, MI 48063  
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Email: info@serra-marko.com  
Website: www.s-m-associates.com

ALL DIMENSIONS SHALL BE VERIFIED BY THE FIELD BY THE CONTRACTOR. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR CORRECTING ANY DISCREPANCIES.

PREPARED IN COLLABORATION WITH D'ANNA ASSOCIATES, INC.



PROJECT NAME:  
TROY CROSSING

FIFTH APARTMENT  
BUILDING  
05-04-2021

ADDRESS:  
BIG BEAVER RD.  
TROY, MI 48063

JOB NO. 15-0353

## ISSUANCES

NO.	DESCRIPTION	DATE	BY
1	SITE PLAN APPROVAL	10-03-18	BAEM
2	UPDATED SITE PLAN	11-28-18	BAEM
3	SITE PLAN APPROVAL	02-21-17	BAEM
4	PER CITY COMMENTS	06-05-17	BAEM
5	PER CITY COMMENTS	07-19-17	BAEM
6	FINAL SITE PLAN	07-19-18	BAEM
7	FIFTH APARTMENT BUILDING	05-04-21	PD/BA

SHEET TITLE:  
BUILDING  
ELEVATIONS

DRWG. NO.

A2.0.2