

**From:** Brigitte Romero <[brigitte.romero@sbcglobal.net](mailto:brigitte.romero@sbcglobal.net)>  
**Sent:** Tuesday, October 6, 2020 11:24 AM  
**To:** Planning <[Planning@a2gov.org](mailto:Planning@a2gov.org)>  
**Subject:** 1290 Dhu Varren - Public Hearing today

Hello,

Here are my concerns if a childcare center is allowed on that property located at the corner of the unpaved section of Dhu Varren and Pontiac Trail.

1) **Increase of Traffic.** We have already noticed an increase in traffic on Pontiac Trail due to the development of the new subdivision located on Pontiac Trail just South of Dhu Varren. Furthermore two additional subdivisions are under construction on Pontiac Trail and very close to each other. This intersection is very busy.

2) **Speed Limit.** Cars coming from the North on Pontiac Trail do not have any "slow-down" signs until they reach Barton Drive

3) **Poor visibility.** When exiting the unpaved section of Dhu Varren (at the corner of the above property), by car or by foot when walking to Olson Park, the visibility is already very limited due to the hill that is at the corner (South of Dhu Varren, looking towards downtown). I believe, this hill is part of the easement and part of this property.

Gretchen's House has been a very good neighbor since they bought the property as far as mowing the grass and trimming the vegetation as short as possible on this hill and allowing a safer visibility when crossing Pontiac Trail.

This hill was created in 2015 when Pontiac Trail was rebuilt and our community has been ever since constantly requesting and reminding that the hill be kept clean of debris and vegetation kept to allow decent visibility when crossing Pontiac Trail.

4) **Road improvement.** To accommodate the additional traffic that a childcare center would bring at this intersection, would the City of Ann Arbor or the Township consider flattening that hill and/or install a round-about which would slow down the traffic and would safely allow cars to cross or make a left turn on Pontiac Trail.

Thank you

Brigitte Romero  
2821 Bateson Court  
AA 48105

Reply only to [Brigitte.Romero@sbcglobal.net](mailto:Brigitte.Romero@sbcglobal.net)

Ronald and Pamela Weiss  
2856 Englave Dr.  
Ann Arbor, MI 48103  
October 16, 2020

Ann Arbor City Planning Commission  
301 E. Huron Street  
Ann Arbor, MI 48107

RE: 2775 Newport Road Annexation and Zoning

Dear Planning Commissioners,

We have been neighbors of the school since 1995 and our property borders alongside the Rudolf Steiner lot. Rudolf Steiner began with a preschool thru high school expansion proposal. In approximately 1999 the township appealed the Washtenaw County Circuit Court judgement for city annexation and RSSAA lost the case on appeal. This brought the school back into the township's jurisdiction for site/building plans. Rudolf Steiner ultimately built the high school on Pontiac Trail, and the **CUP for the Newport Road property was for primary purposes only**. The expansion in 2016 designated the planned additional buildings to be stand-alone directly out the back of the school with the other additions attached. The additional parking lot was to be by Newport Rd. The CUP dated **February 1, 2016** continued to state: **"The property, project and future phases shall be used for primary school purposes only being grades Kindergarten through 8<sup>th</sup> grade."** Concern surfaced in the neighborhood about **adherence to the CUP in July 2020 when the school advertised on Next Door a new all-day toddler program (18 months to 3 years)** for parents needing full-year, full-day childcare from 7:30am - 6 pm. According to Rudolf Steiner's website, on February 5, 2020 the board approved the RSSAA Nursery Program to begin in 2020-21. These concerns were brought to the attention of the township supervisor and the school administrator in August. Advertising ceased after this. It was then a shock to see the annexation post card in the mail without any heads up. It is hoped the school is not using this issue to skirt their obligations and agreements relating to the CUP.

Action issues:

1. It is recommended that the Rudolf Steiner annexation to the City be denied as they **already have all their utilities** at the present time which include water and sewer. It is hoped the school is not using this issue to skirt their obligations and agreements. Also, in 11/18/2019 annexation was again denied. I am not privy to any appeal results.
2. Assurance: The **CUP must continue to run with the zoning as written**.
3. Assurance: The **Memorandum of Land Contract dated 10-1-1986 Liber2085 Page888 runs with the property**. It is "an easement in favor of the public for the use of existing and future exterior playground and nature areas on the premises, subject to Purchaser's reasonable restrictions and control and ---"

Thank you for your consideration of this **long-standing CUP**. Attached is the Memorandum of Land Contract. Rudolf Steiner could provide a copy of the CUP.

Best regards,

Pamela and Ronald Weiss

2828 Englave Dr.  
Ann Arbor, MI 48103  
October 12, 2020

Ann Arbor City Planning Commission  
301 E. Huron Street  
Ann Arbor, MI 48107

RE: 2775 Newport Road Annexation and Zoning

Dear Planning Commissioners,

For background, I worked as part of the team on the West Area Plan for the City of Ann Arbor in 1995 as a township representative. I have been involved in natural features and planning issues various times since then. Today I would like to speak to the annexation request by Rudolf Steiner for connection to City utilities and continued use by Rudolf Steiner School Association of Ann Arbor. I have been a neighbor of the school since 1991 and involved with the township planning process for the RSSAA expansions that have taken place over those years. Rudolf Steiner began with a preschool thru high school expansion proposal. It involved annexation attempts to the city. In approximately 1999 the township appealed the Washtenaw County Circuit Court judgement for city annexation and RSSAA lost the case on appeal. This brought the school back into the township's jurisdiction for site/building plans. Rudolf Steiner ultimately built the high school on Pontiac Trail, and the CUP for the Newport Road property was for primary purposes only. The neighborhood was supportive of the expansion in 2016 on Newport Road which designated the planned additional buildings to be stand-alone directly out the back of the school with the other additions attached. The additional parking lot was to be by Newport Rd. The CUP dated February 1, 2016 continued to state: "The property, project and future phases shall be used for primary school purposes only being grades Kindergarten through 8<sup>th</sup> grade." Concern surfaced in the neighborhood about adherence to the CUP in July 2020 when the school advertised on Next Door a new all-day toddler program (18 months to 3 years) for parents needing full-year, full-day childcare from 7:30am - 6 pm. According to Rudolf Steiner's website, on February 5, 2020 the board approved the RSSAA Nursery Program to begin in 2020-21. These concerns were brought to the attention of the township supervisor and the school administrator in August. Advertising ceased after this. One productive meeting occurred in late August with three neighbors and Ms. Sian Owen-Cruise where trust was discussed. A cooperative meeting with all neighbors was the next plan. It was then a shock to see the annexation post card in the mail without any heads up. It is hoped the school is not using this issue to skirt their obligations and agreements relating to the CUP.

Action issues:

1. It is recommended that the Rudolf Steiner annexation to the City be denied as they **already have all their utilities** at the present time which include water and sewer. It is hoped the school is not using this issue to skirt their obligations and agreements. Also, in 11/18/2019 annexation was again denied. I am not privy to any appeal results.

2. Assurance: The **CUP must continue to run with the zoning as written.**
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Thank you for your consideration of this **long-standing CUP**. Attached is the Memorandum of Land Contract. Rudolf Steiner could provide a copy of the CUP.

Stay safe,  
Linda Young

## MEMORANDUM OF LAND CONTRACT

32629  
LIBER 2085 PAGE 888

STATE OF MICHIGAN)  
                        ) SS.  
COUNTY OF WASHTENAW)

This memorandum is made by PUBLIC SCHOOLS OF THE CITY OF ANN ARBOR, A MICHIGAN MUNICIPAL CORPORATION, whose address is 2555 South State Road, Ann Arbor, Michigan 48104, hereinafter "Seller".

✓  
The above named Seller, being first duly sworn, deposes and says that under Land Contract dated October 1, \_\_\_\_\_, 1986, Seller sold to THE RUDOLPH STEINER SCHOOL ASSOCIATION OF ANN ARBOR, whose address is P. O. Box 2596, Ann Arbor, Michigan 48106, the following described premises in the Township of Ann Arbor, County of Washtenaw, State of Michigan:

Commencing at the N 1/4 corner of Section 18, T2S, R6E, Ann Arbor Township, Washtenaw County, Michigan; thence S 89 degrees 32' W 66.01 feet along the North line of said section for the PLACE OF BEGINNING; THENCE S 0 degrees 30' W 960.68 feet along a line parallel to and 66 feet Westerly of the N S 1/4 line of said section; thence S 89 degrees 32' W 518.74 feet; thence N 0 degrees 30' E 587.68 feet; thence N 89 degrees 32' E 192.0 feet; thence N 0 degrees 30' E 373.0 feet; thence N 89 degrees 32' E 426.74 feet along the North line of said section and the centerline of Newport Road to the Place of Beginning, being a part of the East 684.75 feet of the NW 1/4 of said section and containing 12.00 acres of land more or less, subject to the rights of the public over the Northerly 33 feet thereof as occupied by Newport Road.

Subject to covenants, conditions and restrictions, as contained in the document recorded in liber 341, page 148, Washtenaw County Records.

Subject to all applicable building and use restrictions imposed by any governmental authority, and easements and restrictions of record, and the rights of the public and of any governmental unit in any part thereof taken, used or deeded for street, road or highway purposes.

The premises shall be subject to an easement in favor of the public for the use of existing and future exterior playground and nature areas on the premises, subject to Purchaser's reasonable restrictions and control and further subject to the following terms:

- a. The easement shall be extinguished on bona fide sale or disposition of the entire premises by Purchaser; PROVIDED, the easement shall not be extinguished by any sale or disposition to any entity controlled by, under the control of, or under common control with Purchaser.
- b. The easement shall be extinguished on the sale or disposition of a portion of the premises as to the portion sold or disposed of, PROVIDED that Seller consents thereto in writing. Such consent shall not be unreasonably withheld and shall be based on the effect on the use of the remaining property as a playground and nature area. Seller's right of consent shall not be construed to place any responsibility upon Seller to secure, maintain or otherwise control the easement, in that such easement is granted to the public and not reserved to the seller.
- c. The easement shall be extinguished upon the exercise of Seller's right of first refusal hereinafter described. The easement shall also be extinguished upon Seller's forfeiture or foreclosure of the Land Contract, upon Seller's obtaining a Deed in lieu of forfeiture or foreclosure, upon Seller's obtaining a conveyance of the property from a trustee in bankruptcy or receiver or upon Seller's otherwise obtaining title to the premises upon termination of the Land Contract.
- d. The easement shall not preclude the Purchaser from constructing additional buildings or an extension of the existing building on the premises, so long as the use of the remaining property as a playground and nature area is not substantially impaired.
- e. This easement shall not prevent the reasonable non-exclusive use of the playground facilities by organized public groups, subject to reasonable rules and regulations imposed by Purchaser.

If at any time the Purchaser enters into an agreement for the sale of all or any part of the premises herein described, such agreement shall be subject to the right of Seller hereunder, exercisable in writing within 120 days after receipt of a copy thereof, to purchase the premises (or such portion thereof subject to said agreement) on the terms and conditions as set forth in said agreement. The right of first refusal shall lapse at the end of said 120 days; PROVIDED Seller's failure to exercise such right or the waiver of such right with respect to any agreement for sale shall not constitute a waiver of the right of first refusal with respect to any subsequent agreement for sale in which Purchaser is the selling party; also, PROVIDED said right shall in all events run with the land, and shall be binding upon Purchaser's successors and assigns for a period ending three years from the date hereof.

Dated: 10-1-86

IN THE PRESENCE OF:

Gordon Beeman  
Gordon Beeman  
Ora E. Howe  
Ora E. Howe

PUBLIC SCHOOLS OF THE CITY OF ANN ARBOR,  
A MICHIGAN MUNICIPAL CORPORATION

By: Martha E. Krehbiel  
Martha E. Krehbiel, President  
LeRoy A. Cappaert  
LeRoy A. Cappaert, Secretary

STATE OF MICHIGAN)  
) ss.  
COUNTY OF WASHTENAW)

The foregoing instrument was acknowledged before me this 8th day of October, 1986, by Martha E. Krehbiel and LeRoy A. Cappaert, President and Secretary, respectively, of PUBLIC SCHOOLS OF THE CITY OF ANN ARBOR, A MICHIGAN MUNICIPAL CORPORATION, on behalf of said corporation.

My Commission Expires:  
March 6, 1990

Ora E. Howe  
Ora E. Howe  
Notary Public, Washtenaw County, Michigan

Prepared and Drafted by:  
Gordon Beeman (P29628)  
Miller, Canfield, Paddock and Stone  
First National Building, Fourth Floor  
201 South Main Street  
Ann Arbor, Michigan 48104

When recorded return to:  
Karl R. Frankena, Esq.  
Conlin, Conlin, McKenney & Philbrick  
700 City Center Building  
Ann Arbor, Michigan 48104

RECORDED  
WASHTENAW COUNTY, MI  
OCT 16 2 36 PM '86  
ROBERT H. HARRISON  
COUNTY CLERK/REGISTER