

**PLANNING AND DEVELOPMENT SERVICES STAFF REPORT**

**For Planning Commission Meeting of July 1, 2014**

**SUBJECT: The Mark Condominiums Site Plan for City Council Approval  
(318 West Liberty Street)  
File No. SP14-016**

**PROPOSED CITY PLANNING COMMISSION MOTION**

The Ann Arbor City Planning Commission hereby recommends that the Mayor and City Council approve the Mark Condominiums Site Plan and Development Agreement.

**STAFF RECOMMENDATION**

Staff recommends that the site plan be **approved**, because the contemplated development will comply with all applicable, local, state, and federal ordinances, standards and regulations; the development would limit the disturbance of natural features to the minimum necessary to allow a reasonable use of the land; it will not cause a public or private nuisance; and it will not have a detrimental effect on public health, safety or welfare.

**STAFF COMMENTS**

This petition was postponed at the May 14, 2014 Planning Commission meeting because an issue with the sizing of the existing water main was unresolved. Since that time, the petitioner has agreed to install an 8" water main to replace the existing 6" water main in West Liberty Street.

In addition, as stated in the previous staff report, two footing drain disconnects are required, and must be performed upstream of where the development flows connect to the High Level trunkline (intersection of West Liberty Street and First Street).

Both of these infrastructure items are included in the draft development agreement.

Prepared by Jill Thacher  
Reviewed by Wendy Rampson  
6/27/14

Attachments: 6/27/14 Draft Development Agreement  
5/14/14 Staff Report

c: Owner: Liberty Car Wash, LLC  
1335 Kelley Green  
Ann Arbor, MI 48103

Petitioner: J. Bradley Moore & Associates  
4844 Jackson Rd, Suite 150  
Ann Arbor, MI 48103

City Attorney  
Systems Planning

## THE MARK CONDOMINIUMS DEVELOPMENT AGREEMENT

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the City of Ann Arbor, a Michigan Municipal Corporation, with principal address at 301 East Huron Street, Ann Arbor, Michigan 48107, hereinafter called the CITY; and Ann Arbor Builders, Inc., a developer, with principal address at 202 East Madison Street, Ann Arbor, Michigan 48104, hereinafter called the PROPRIETOR, witnesses that:

WHEREAS, the PROPRIETOR owns certain land in the City of Ann Arbor, described below and site planned as The Mark Condominiums, and

WHEREAS, the PROPRIETOR has caused certain land in the City of Ann Arbor, described below to be surveyed, mapped and site planned as The Mark Condominiums, and desires *site plan* and development agreement approval thereof, and

WHEREAS, the PROPRIETOR desires to build or use certain improvements with and without the necessity of special assessments by the CITY, and

WHEREAS, the CITY desires to insure that all of the improvements required by pertinent CITY ordinances and regulations be properly made, and that the PROPRIETOR will install these improvements prior to any permits being issued.

### THE PROPRIETOR(S) HEREBY AGREE(S):

(P-1) To prepare and submit to the CITY for approval plans and specifications ("the Plans") prepared by a registered professional engineer for construction of public water mains ("the Improvements") provided that no work on said Improvements shall be commenced until the Plans have been approved by the City Administrator or designee, and until such other relevant information to CITY service areas as shall be reasonably required has been provided.

(P-2) To construct all improvements set forth in Paragraph P-1 of this Agreement in accordance with the approved Plans and to repair all defects in the improvements that occur within one year from the date of acceptance of the Improvements by the CITY, commencing on the latest date of the acceptance of any Improvements by the CITY. If the PROPRIETOR fails to construct the improvements, the CITY may send notice via first class mail to the PROPRIETOR at the address listed above requiring it to commence and complete the improvements in the notice within the time set forth in the notice. The CITY may cause the work to be completed at the expense of the PROPRIETOR, if the PROPRIETOR does not complete the work within the time set forth in the notice. Every owner of a portion of the property, including co-owners of condominium units, shall pay a pro-rata share of the cost of the work. That portion of the cost of the work attributable to each condominium unit shall be a lien on that

Property and may be collected as a single tax parcel assessment as provided in Chapter 13 of the Ann Arbor City Code.

(P-3) To furnish, within 30 days of completion, an engineer's certificate that the construction of the public improvements set forth in Paragraph P-1 above have been completed in accordance with the specifications of the CITY in accordance with the approved plans. The engineer's certificate will cover only those items the PROPRIETOR'S engineer inspects.

(P-4) Prior to the issuance of building permits and recording the master deed, to deposit with a mutually acceptable escrow agent fully executed documents in a form acceptable to the CITY, which will convey, upon delivery to the CITY, easements for the construction and maintenance of public utilities and public streets. The escrow agreement shall provide for delivery of the documents to the CITY solely upon the condition that the CITY has accepted the public Improvement to be conveyed by the easement.

(P-5) To install all water mains, storm sewers, sanitary sewers and public streets, through the first course of asphalt, pursuant to CITY approved plans and specifications, necessary to connect the site with existing CITY systems adjacent to the site prior to the issuance of any building permits.

(P-6) To indemnify and hold the CITY harmless from any claims, losses, liabilities, damages or expenses (including reasonable attorney fees) suffered or incurred by the CITY based upon or resulting from any acts or omissions of the PROPRIETOR, its employees, agents, subcontractors, invitees, or licensees in the design, construction, maintenance or repair of any of the Improvements required under this Agreement and the approved site plan.

(P-7) To cause to be maintained General Liability Insurance and Property Damage Insurance in the minimum amount of \$1,000,000 per occurrence and naming the CITY as named insured to protect and indemnify the CITY against any claims for damage due to public use of the public improvement(s) in the development prior to final written acceptance of the public improvement(s) by the CITY. Evidence of such insurance shall be produced prior to any construction of improvement and a copy filed with the City Clerk's Office and shall remain in full force and effect during construction of the public improvement(s) and until notice of acceptance by the CITY of the Improvements.

(P-8) To create an association composed of all owners of the condominium, hereinafter called the "Association", in which membership shall be required by covenants and restrictions recorded as part of the master deed for The Mark Condominiums. The association(s) shall be responsible for and shall execute the appropriate documents insuring perpetual maintenance and ownership of the landscape materials, exterior lighting, driveways, on-site storm water management system, and all other common elements.

(P-9) To construct, repair and/or adequately maintain on-site storm water management system. If the PROPRIETOR fails to construct, repair and/or maintain the private storm water management system, the CITY may send notice via first class mail to the PROPRIETOR at the address listed above, requiring it to commence and complete the items stated in the notice within the time set forth in the notice. The CITY may cause the work to be completed at the expense of the PROPRIETOR if the PROPRIETOR does not complete the work within the time set forth in the notice.

(P-10) After construction of the private on-site storm water management system, to maintain it until non-developer co-owners elect one or more directors to the Association's board of directors. Thereafter, by provision in the master deed, the Association shall own and maintain the storm water management system. Any proposed changes to the system must be approved by the City of Ann Arbor Systems Planning and Planning and Development Services Units. If the PROPRIETOR or Association, as appropriate, fails to maintain any portion of the system, the CITY may send notice via first class mail to the PROPRIETOR, or Association, at the address listed above, requiring it to commence and complete the maintenance stated in the notice within the time set forth in the notice. The CITY may cause the work to be completed at the expense of the PROPRIETOR or Association if the PROPRIETOR or Association does not complete the work, as appropriate, within the time set forth in the notice. If the CITY completes the work, and the costs remain unpaid by the Association for 60 days after notice via first class mail, the CITY may bill each condominium unit for the pro rata share of the total cost, or assess the pro rata share of those costs to each condominium unit as a single tax parcel assessment as provided in Chapter 13 of Ann Arbor City Code. Provisions for maintenance and responsibility for the storm water management system, as well as the pro rata share of each condominium unit shall be included by the PROPRIETOR in the master deed.

(P-11) After construction of the private on-site storm water management system, to commission an annual inspection of the system by a registered professional engineer evaluating its operation and stating required maintenance or repairs, and to provide a written copy of this evaluation to the CITY Public Services Area.

(P-12) Prior to building permits being issued, to restrict by covenants and restrictions recorded with the Washtenaw County Register of Deeds, the use of lawn care fertilizer to that which contains a low- or no-phosphorous analysis, in order to minimize water quality impacts.

(P-13) To prepare and submit to the Planning and Development Services Unit one copy of the Master Deed, along with the required review fee, prior to issuance of building permits.

(P-14) To design, construct, repair and maintain this development in accordance with the provisions of Chapter 119 (Noise Control) to ensure that any noise emanating from said development will not impact nearby residents or businesses. In addition, PROPRIETOR shall review existing noise sources surrounding said development and incorporate necessary design and construction techniques to ensure that future tenants will not be exposed to noise sources in violation of Chapter 119.

(P-15) To include the elevation drawings, as submitted to City Council, as part of the approved site plan and to construct all buildings consistent with said elevation drawings. If the PROPRIETOR proposes any substantive changes to the approved building elevations, setbacks, aesthetics, or materials, that those changes be brought back to the City Council for consideration. The PROPRIETOR is required to submit signed and sealed drawings to staff reflecting the elevations, setbacks, aesthetics, materials and site plan approved by City Council.

(P-16) To remove all discarded building materials and rubbish from the development at least once each month during construction of the development improvements, and within one month after completion or abandonment of construction.

(P-17) Prior to application for and issuance of certificates of occupancy, to disconnect two footing drains, which is based upon the uses currently existing on the Property and those currently contemplated by the Site Plan in accordance with the Guidelines for Completion of

Footing Drain Disconnections, Table A, and adopted by City Council, August 18, 2003 and revised November 30, 2005 (the "Guidelines"), or to provide an alternative method of mitigation that results in an equivalent amount of sanitary flow removal, in accordance with the Guidelines. In the event the actual intensity of uses contemplated by the Site Plan are either increased or decreased, City and PROPRIETOR agree to adjust the number of footing drains to be disconnected, or the amount of alternative mitigation to be provided, in accordance with the Guidelines. PROPRIETOR may be allowed to obtain partial certificates of occupancy for the development prior to the completion of all of the required footing drain disconnects on a prorated basis at the Discretion of the CITY Public Services Area. The footing drain disconnects must be performed upstream of where the development flows connect to the High Level trunkline (intersection of West Liberty Street and First Street; MH ID 71-70464).

(P-18) PROPRIETOR is the sole title holder in fee simple of the land described below except for any mortgage, easements and deed restrictions of record and that the person(s) signing below on behalf of PROPRIETOR has (have) legal authority and capacity to enter into this agreement for PROPRIETOR.

(P-19) Failure to construct, repair and/or maintain the site pursuant to the approved site plan and/or failure to comply with any of this approved development agreement's terms and conditions shall constitute a material breach of the Agreement and the CITY shall have all remedies in law and/or in equity necessary to ensure that the PROPRIETOR complies with the approved site plan and/or the terms and conditions of the approved development agreement. The PROPRIETOR shall be responsible for all costs and expenses including reasonable attorney fees incurred by the CITY in enforcing the terms and conditions of the approved site plan and/or development agreement.

(P-20) In addition to any other remedy set forth in this Agreement or in law or equity, if PROPRIETOR fails to make a timely or full payments to the CITY as set forth elsewhere in the Agreement to the CITY in the agreed upon manner, any unpaid amount(s) shall become a lien, as provided under Ann Arbor City Code and recorded with the Washtenaw County Register of Deeds, against the land described below and may be placed on the CITY tax roll as a single lot assessment, or if the development is converted to condominium ownership, every owner of a portion of the property shall pay a pro-rata share of the amount of the payments attributable to each condominium unit. If the unpaid amount(s), in whole or in part, has been recorded as a lien on the CITY'S tax roll and with the Washtenaw County Register of Deeds, upon payment of the amount in full along with any penalties and interest, the CITY, upon request, will execute an instrument in recordable form acknowledging full satisfaction of this condition. *(or against that portion of the cost of the work)*

(P-21) To pay for the cost of recording this Agreement with the Washtenaw County Register of Deeds, and to pay for the cost of recording all documents granting easements to the CITY.

**THE CITY HEREBY AGREES:**

(C-1) In consideration of the above undertakings, to approve The Mark Condominiums.

(C-2) To provide timely and reasonable CITY inspections as may be required during construction.

(C-3) To record this agreement with the Washtenaw County Register of Deeds.

**GENERAL TERMS**

Both the PROPRIETOR and the CITY agree as follows:

(T-1) This agreement is not intended to create a contractual right for third parties.

(T-2) This Agreement and any of its terms, conditions, or provisions cannot be modified, amended, or waived unless in writing and unless executed by both parties to this Agreement. Any representations or statements, whether oral or in writing, not contained in this Agreement shall not be binding on either party.

(T-3) This Agreement and any of its terms or conditions shall not be assigned or transferred to any other individual or entity unless prior approval of the CITY is received. Such approval shall not be withheld unreasonably.

(T-4) The obligations and conditions on the PROPRIETOR, as set forth above in this Agreement and in the approved site plan, shall be binding on any successors and assigns in ownership of the following described parcel:

City of Ann Arbor, Washtenaw County, Michigan  
LOT 9 AND E 21.20 FT OF LOT 10, BLOCK 2, ASSESSORS PLAT NUMBER  
THREE

(T-5) In addition to any other remedy in law or in equity failure to comply with all of the above paragraphs on the part of the PROPRIETOR, or any part of the approved site plan, in part or in whole, shall give the CITY adequate basis and cause to issue a stop work order for any previously-issued building permits and shall be an adequate basis and cause for the CITY to deny the issuance of any building permits, certificates of occupancy, or any other permits unless and until the CITY has notified the PROPRIETOR in writing that the PROPRIETOR has satisfactorily corrected the item(s) the PROPRIETOR has failed to perform.

(T-6) This agreement shall be interpreted, enforced and governed under the laws of the State of Michigan and Ann Arbor City Code.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day first above written.

Witnesses:

\_\_\_\_\_

CITY OF ANN ARBOR, MICHIGAN  
301 East Huron Street  
Ann Arbor, Michigan 48107

By: \_\_\_\_\_  
John Hieftje, Mayor

\_\_\_\_\_

By: \_\_\_\_\_  
Jacqueline Beaudry, City Clerk

Approved as to Substance:

\_\_\_\_\_  
Steven D. Powers, City Administrator

Approved as to Form:

\_\_\_\_\_  
Stephen K. Postema, City Attorney

Witness:

\_\_\_\_\_

By: \_\_\_\_\_  
*Name, Title*

STATE OF MICHIGAN    )  
                                  ) ss:  
County of Washtenaw    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, before me personally appeared John Hieftje, Mayor, and Jacqueline Beaudry, Clerk of the City of Ann Arbor, a Michigan Municipal Corporation, to me known to be the persons who executed this foregoing instrument, and to me known to be such Mayor and Clerk of said Corporation, and acknowledged that they executed the foregoing instrument as such officers as the free act and deed of said Corporation by its authority.

\_\_\_\_\_  
NOTARY PUBLIC  
County of Washtenaw, State of Michigan  
My Commission Expires: \_\_\_\_\_  
Acting in the County of Washtenaw

STATE OF MICHIGAN    )

County of Washtenaw     ) ss:  
  )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me personally appeared \_\_\_\_\_, to me known to be the person who executed the foregoing instrument, and acknowledged that he executed the foregoing instrument as his free act and deed.

\_\_\_\_\_  
NOTARY PUBLIC  
County of Washtenaw, State of Michigan  
My Commission Expires: \_\_\_\_\_  
Acting in the County of Washtenaw

DRAFTED BY AND AFTER RECORDING RETURN TO:  
Ann Arbor Planning & Development Services  
Post Office Box 8647  
Ann Arbor, Michigan 48107  
(734) 794-6265



**PLANNING AND DEVELOPMENT SERVICES STAFF REPORT**

**For Planning Commission Meeting of May 20, 2014**

**SUBJECT: The Mark Condominiums Site Plan for City Council Approval  
(318 West Liberty Street)  
File No. SP14-016**

**PROPOSED CITY PLANNING COMMISSION MOTION**

The Ann Arbor City Planning Commission hereby recommends that the Mayor and City Council approve the Mark Condominiums Site Plan.

**STAFF RECOMMENDATION**

Staff recommends that the site plan be **postponed** until issues related to the need for additional public water capacity are addressed.

**LOCATION**

The site is on the north side of West Liberty, west of South First Street and east of Second Street. The site is in the Downtown Development Authority District, the Old West Side Historic District and the Allen Creek sub-watershed.

**DESCRIPTION OF PROJECT**

The petitioner is proposing to demolish an existing car wash building and construct a new 11,910 square foot multiple-family building on this 11,149 square foot site. The building would contain seven new residential condominium housing units (five two-bedroom and two three-bedroom units), one of which is stacked vertically on two floors. Each unit has its own two-car tandem garage for a total of 14 parking spaces, though no parking is required. The estimated construction cost is \$2,700,000.

The west side of the site between the building and the property line will be backfilled to match the grade of the lot next door (the Peter Brehme house at 326 West Liberty). The streetwall is at the third floor, and the fourth floor is significantly smaller in area and set back from the street-facing facade. One unit's front door faces West Liberty Street via a covered porch, and the other units' front doors are along the west side elevation. The Allen Creek floodplain is located immediately east of this site, and barely touches the northeast corner of the site. No development is proposed on that corner.

One existing street tree will be removed, and two new ones will be planted. Trash and recycling carts and bicycles will be stored within the garages of each unit. First-flush stormwater will be detained under the driveway and released to the city storm sewer. A drainage swale will collect stormwater along the west property line, and the underground system throughout the site will use perforated pipe to allow infiltration.

The petitioners held a citizen participation meeting on November 6, 2013, and twelve people attended. Questions were answered regarding the location of the building,

historic district and environmental issues, and site design. A report is attached. The Historic District Commission issued a Certificate of Appropriateness for this project on March 13, 2014.

### SITE HISTORY

The Liberty Car Wash was constructed in 1966 and replaced a 1 ½ story wood framed house that occupied the site until at least 1960 (per 1925 and 1971 Sanborn Maps and the 1960 Polk Directory).

### ZONING COMPARISON CHART

	EXISTING	PROPOSED	REQUIRED
Base Zoning	D2 (Downtown Interface)	D2 (Downtown Interface)	D2 (Downtown Interface)
Gross Lot Area	11,149 Sq Ft	11,149 Sq Ft	No minimum
Floor Area in % of Lot Area	19% (2,162 Sq Ft)	107% (11,910 Sq Ft)	200% MAX (no premiums allowed in historic districts)
Character Overlay District	First Street	First Street	First Street
Streetwall Height	1 story	3 stories	2 stories MIN 3 stories MAX
Offset at Top of Streetwall		21 ft	5 ft MIN
Maximum Building Height	15 ft	49 ft (avg)/4 stories	24 ft/2 stories MIN 60 ft MAX
Massing Articulation		37 ft	66 ft MAX
Building Frontage	Front Yard	Front Yard	Front Yard
Front Setback	39 ft	33 ft	15 ft MIN No MAX
Side Setback West/East	22ft/19ft	12 ft/20 ft	No MIN
Rear Setback	28 ft	6 ft	No MIN
Parking	Special Parking District	Special Parking District	Special Parking District
Parking – Automobiles	4	14 (in garages)	0
Parking – Bicycles	0	7 class A (in garages)	5 Class A MIN

**SURROUNDING LAND USES AND ZONING**

	<b>LAND USE</b>	<b>ZONING</b>
<b>NORTH</b>	City Yard	PL (Public Land)
<b>EAST</b>	Vacant/driveway	D2 (Downtown Interface District)/First Street Character Overlay District
<b>SOUTH</b>	Commercial/Residential	D2 (Downtown Interface District)/First Street Character Overlay District
<b>WEST</b>	Office/Residential	D2 (Downtown Interface District)/First Street Character Overlay District

**PLANNING BACKGROUND**

The site is part of the downtown core area in the Downtown Plan. Some of the applicable land use goals and objectives for this site from the Downtown Plan include:

Goal: Encourage dense land use and development patterns which draw people downtown and foster an active street life, contribute to its function as an urban residential neighborhood and support a sustainable transportation system.

Goal: Encourage a diversity of new downtown housing opportunities and the expansion of the downtown resident population to strengthen downtown’s role as an urban neighborhood. Continue to seek a range of age groups and income levels in the downtown.

Goal: Preserve and enhance incremental transitions in land use, density, building scale and height in the Interface areas located between downtown’s neighborhood edges and Core Areas.

Goal: Protect the livability of residentially zoned neighborhoods adjacent to downtown.

Goal: Encourage new development to reinforce historic buildings’ contribution to downtown’s identity and pedestrian orientation.

Goal: Improve the visual quality of major downtown entrance corridors.

**STAFF COMMENTS**

Systems Planning, Engineering – Two footing drain disconnects are required, and must be performed upstream of where the development flows connect to the High Level trunkline (intersection of West Liberty Street and First Street; MH ID 71-70464). Also, the existing 6” water main in West Liberty Street is inadequate to serve the project and will be required to be upsized.

Downtown Development Authority – The DDA requests the petitioner take care to minimize impact from debris and dust during demolition and construction, including the

use of appropriate screening on the east side of the project site directly adjacent to the 415 West Washington parking lot.

Prepared by Jill Thacher  
Reviewed by Wendy Rampson  
mg  
05/14/14

Attachments: Citizen Participation Report dated 11-06-13  
Location Map  
Zoning and Parcel Map  
Aerial Photo  
Sheet SP-02 Existing Conditions dated 11-25-13  
Sheet SP-03 Layout Plan dated 4-28-14  
Sheet A2.1 South Elevation dated 04-28-14  
Sheet A2.2 East Elevation dated 04-28-14  
Sheet A2.3 North Elevation dated 04-28-14  
Sheet A2.4 West Elevation dated 04-28-14

c: Owner: Liberty Car Wash, LLC  
1335 Kelley Green  
Ann Arbor, MI 48103

Petitioner: Alex de Perry  
Ann Arbor Builders, Inc.  
202 E Madison St  
Ann Arbor, MI 48104

Petitioner's Agent: Kathy Keineth  
Perimeter Engineering, LLC  
11245 Boyce Road  
Chelsea, MI 48118

City Attorney  
Systems Planning  
Project No. SP14-016

318 WEST LIBERTY  
CITIZEN PARTICIPATION MEETING MINUTES  
ANN ARBOR DISTRICT LIBRARY - NOVEMBER 6, 2013

The meeting was called to order at 6:35 pm by Brad Moore, project architect. In attendance were the project's developer, Alex de Parry, 10 people who signed in per the attached sign-in-sheet, and 2 people who did not sign in.

Mr. Moore began by describing the site and surrounding properties. He presented elevations and perspective drawings of the 8-unit building and demonstrated that it is organized in the classical design called for in the downtown design guidelines. He showed that each unit will have outdoor space, including at least one balcony per unit. He described the exterior materials and showed samples of the brick and the cut stone that is to be on the foundation.

Four people arrived late and Mr. Moore repeated the presentation for their benefit. He then opened the meeting to questions.

Mike Anglin wanted to know if there were plans for a second citizen participation meeting since this meeting fell the day after elections. Mr. Moore said there were no plans to hold another meeting and noted that a citizen participation meeting was not required.

Other questions were:

How much property is between the building and the property line on the north side? Mr. Moore answered that it ranges from 10 to 17 feet.

Are the front stairs set back from the sidewalk? Mr. Moore answered yes.

Will there be a retaining wall on the east side? Mr. Moore said the existing natural slope on the city-owned property will remain and that the development team is working with engineers to address any retaining walls that may be needed.

Was consideration given to the building next door? Mr. Moore answered yes and another audience participant added that the Secretary of the Interior says that new buildings in historic districts should be in a style that is "of its time" rather than mirroring old buildings.

Are there any environmental issues from the existing car wash? Mr. Moore said no, adding that a full environmental study was done and that the site is clean.

How much farther east is 1<sup>st</sup> Street from the driveway? No one had an exact measurement, but it was noted that 1<sup>st</sup> Street is quite a bit away.

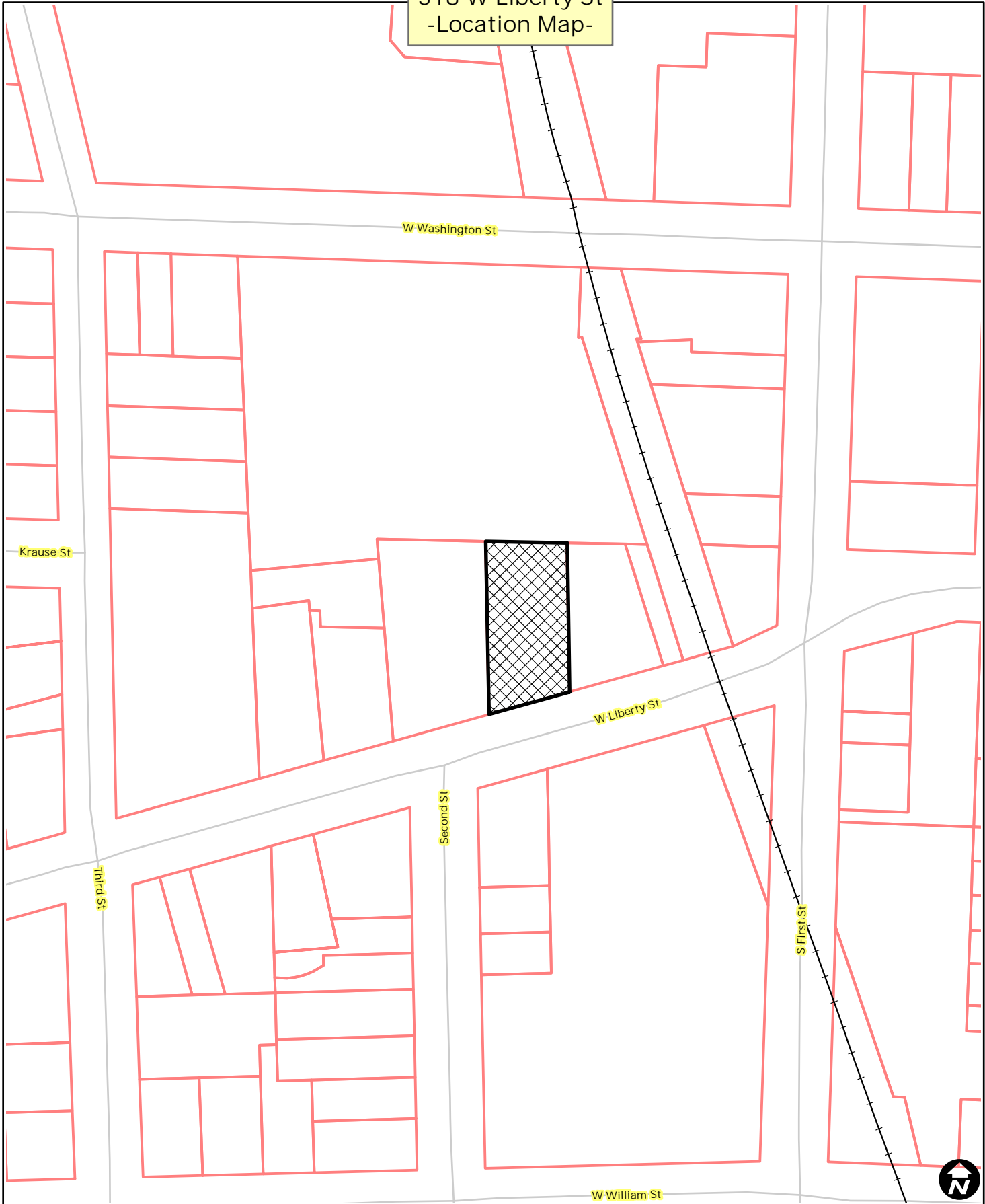
It was suggested that the property be well lighted. Mr. Moore said the development team is addressing lighting and that it will be well lighted.

There being no further questions, Mr. Moore explained that the next step is to present the project to the Historic District Commission and then adjourned the meeting at 7:35 p.m.

LIBERTY LANDINGS  
 Sign-In Sheet  
 Wednesday November 6, 2013

Name	Address	Email Address
KEN DILLEN	403 WEST LIBERTY	KENDILLEN@COMCAST.NET
RAMESH CANARA	MATERIALS TESTING CONSULTANTS 4721 RUNWAY BLVD	rcanara@matetest.com
Barbara Murphy	507 Jnd St	murphyb@umich.edu
ALICE RAUPH	1601 E. STADIUM BLVD	a.rauph@comcast.net
CHARLES DEARLE FINE	1335 KELLY GREEN	
M. Mc Anglin	579 51st	manglin07@gmail
Marsha Chandra	315 Seewalk	M.chandra@chandraconsult.com
John Chandra		John.chandra@chandraconsult.com
RAY DETTER	120 N DIVISION	R.DETTER@UMICH.EDU

318 W Liberty St  
-Location Map-



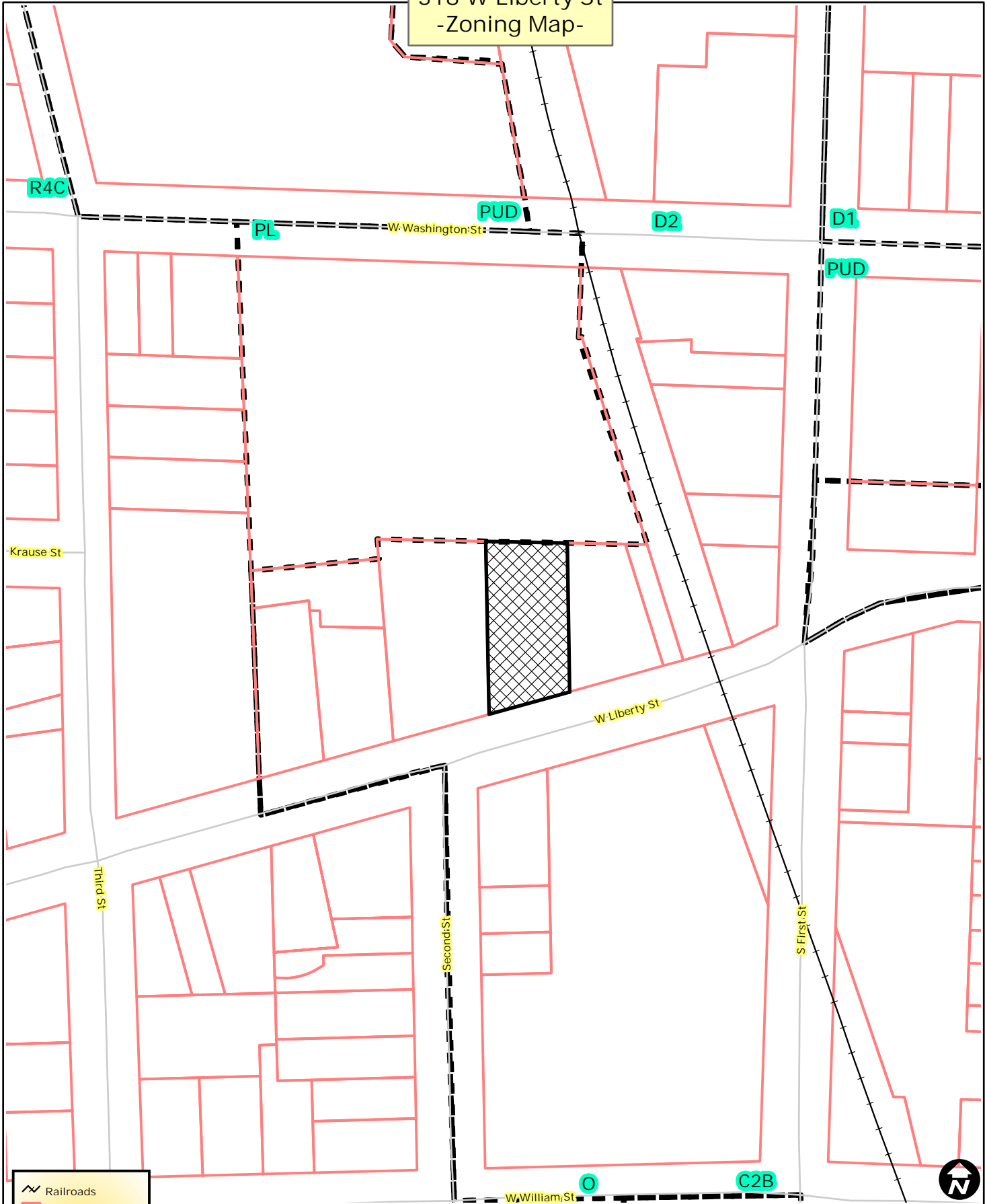
 Railroads  
 Parcels



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Map Created: 10/18/2013



# 318 W Liberty St -Zoning Map-



**Legend**

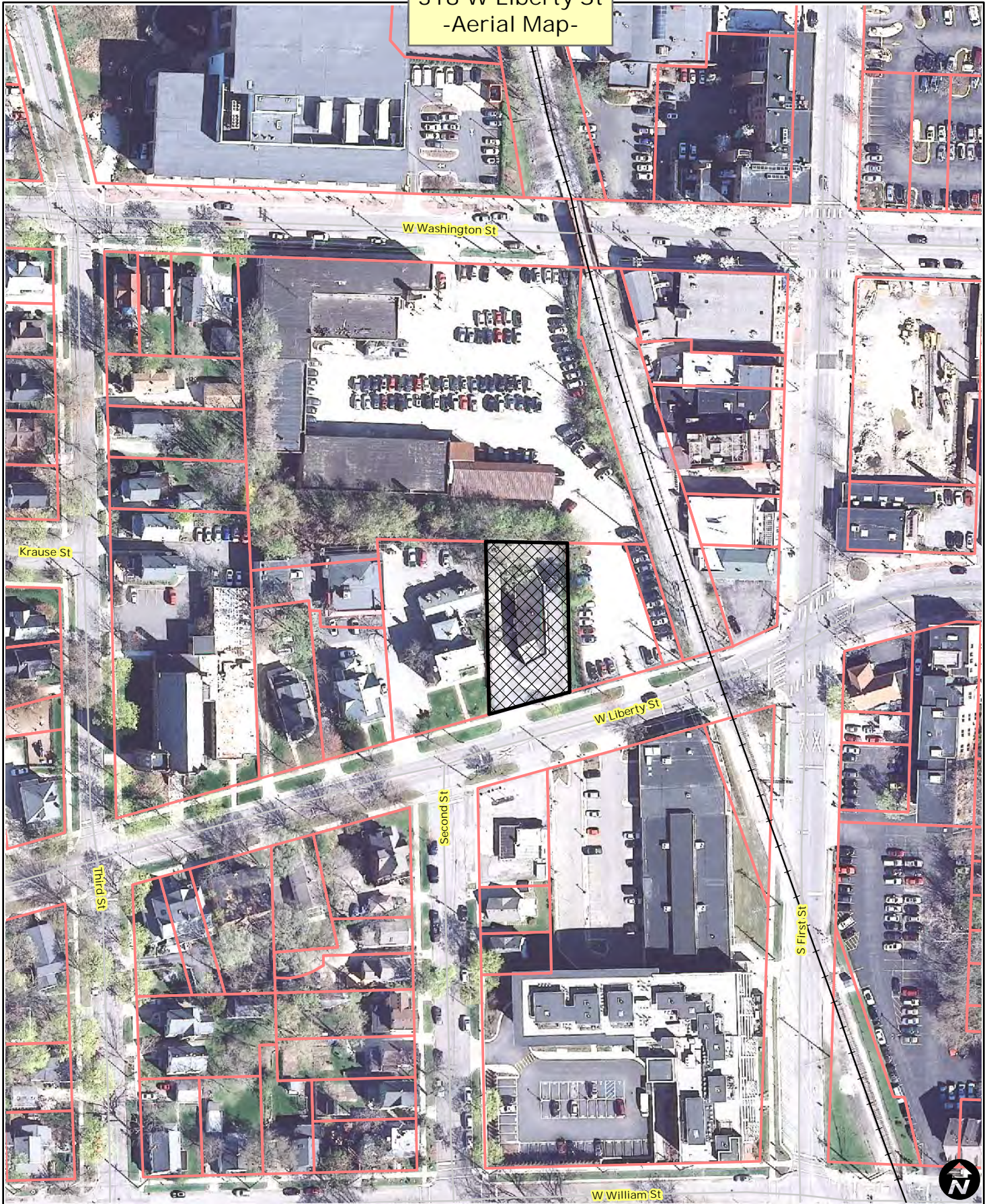
- Railroads
- Parcels
- Zoning**
- Township Islands
- Zoning Districts



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 Map Created: 10/18/2013



318 W Liberty St  
-Aerial Map-



-  Railroads
-  Parcels



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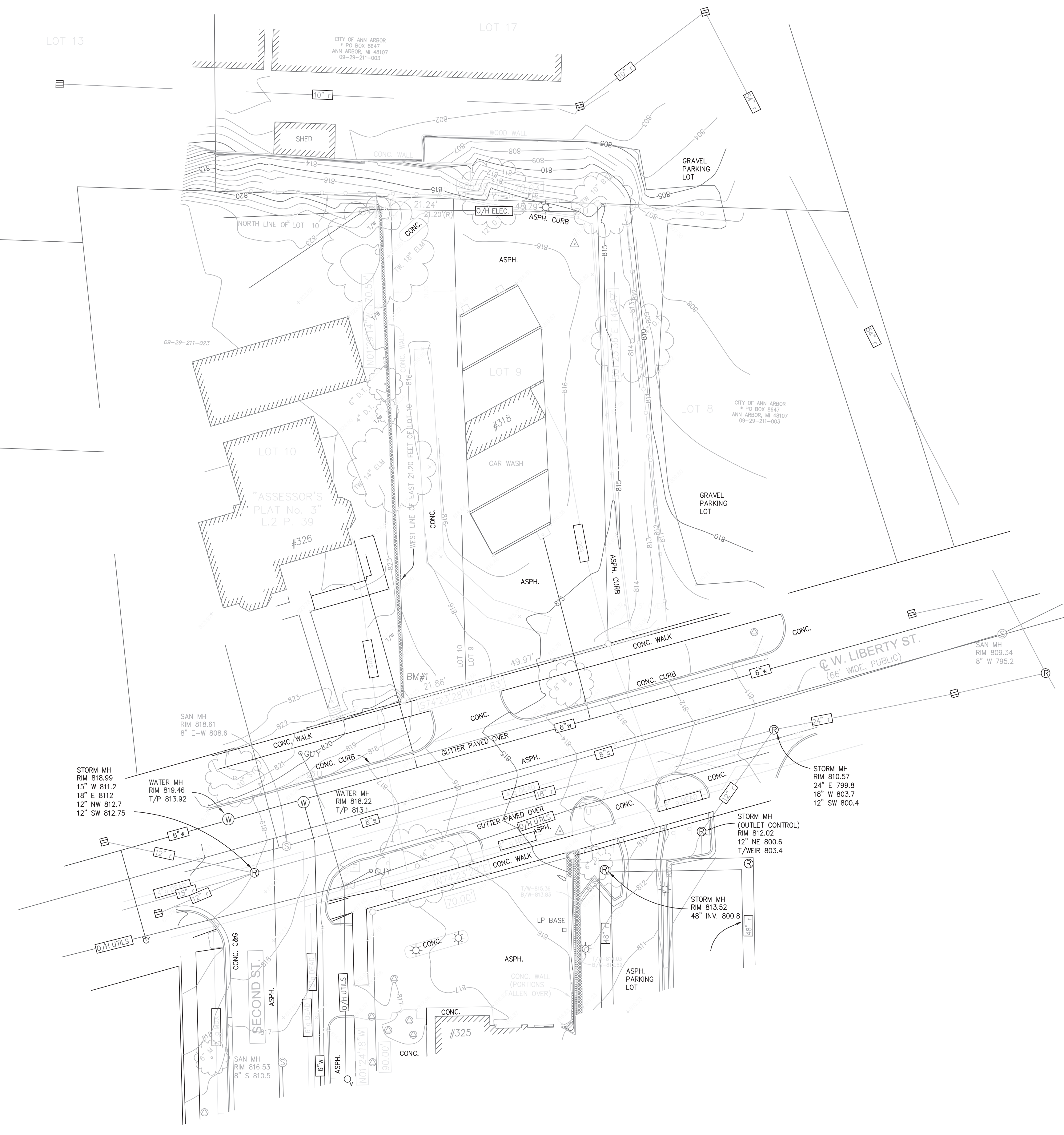
318 W Liberty St  
-Aerial Map-



 Railroads  
 Parcels



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Map Created: 10/18/2013



**TREE LEGEND:**

AP	APPLE
AS	ASPEN
B	BIRCH
BB	BURNING BUSH
BE	BOX ELDER
BC	BIRCH
CA	CRAB APPLE
CAT	CATALPA
CH	CHERRY
CS	CONIFEROUS SHRUB
CW	COTTONWOOD
DS	DECIDUOUS SHRUB
DT	DECIDUOUS TREE
HICK	HICKORY
L	LOCUST
M	MAPLE
P	PINE
SAS	SASSAFRAS
SP	SPRUCE
SYC	SYCAMORE
W	WILLOW
WAL	WALNUT

**BENCHMARKS:** (NAVD88)

BM#1  
TOP OF MAG NAIL IN S. END OF CONC. WALL AT SW CORNER OF CAR WASH PARCEL  
ELEVATION = 819.05

BM#2  
TOP OF MONITORING WELL COVER ON E. SIDE OF SECOND ST. IN FRONT OF HOUSE #307  
ELEVATION = 813.66

**LEGAL DESCRIPTION:**

#318 W. LIBERTY  
Lot 9, Block 2 of "Assessor's Plat No. 3" in the City of Ann Arbor, Michigan according to the plat thereof as recorded in Liber 2 of Plats, Page 39, Washtenaw County Records and all that portion of Lot 10, Block 2 of said "Assessor's Plat 3" described as follows: Beginning at the Northwest corner of said Lot 9; thence Westerly along the North line of said Lot 10, 21.20 feet; thence Southerly parallel with the West line of Lot 9 to the South line of said Lot 10, 21.20 feet; thence Easterly to the Southwest corner of said Lot 9; thence Northerly along the Westerly line of Lot 9 to the POINT OF BEGINNING.

**Arbor Land Consultants, Inc.**  
Professional Land Surveyors  
2936 Madison Ct.  
Ann Arbor, MI 48103  
Tel 1-734-669-2960  
Fax 1-734-669-2961

CLIENT: ANN ARBOR BUILDERS  
TOPOGRAPHIC SURVEY  
#318 / #325 W. LIBERTY ST.  
IN THE SW 1/4 OF SECTION 29  
T2S, R6E, CITY OF ANN ARBOR,  
WASHTENAW COUNTY, MICHIGAN

JOB No. 14313  
SHEET 1 OF 1  
SCALE 1 INCH = 20 FEET  
DATE: 11-25-2013  
REVISION:

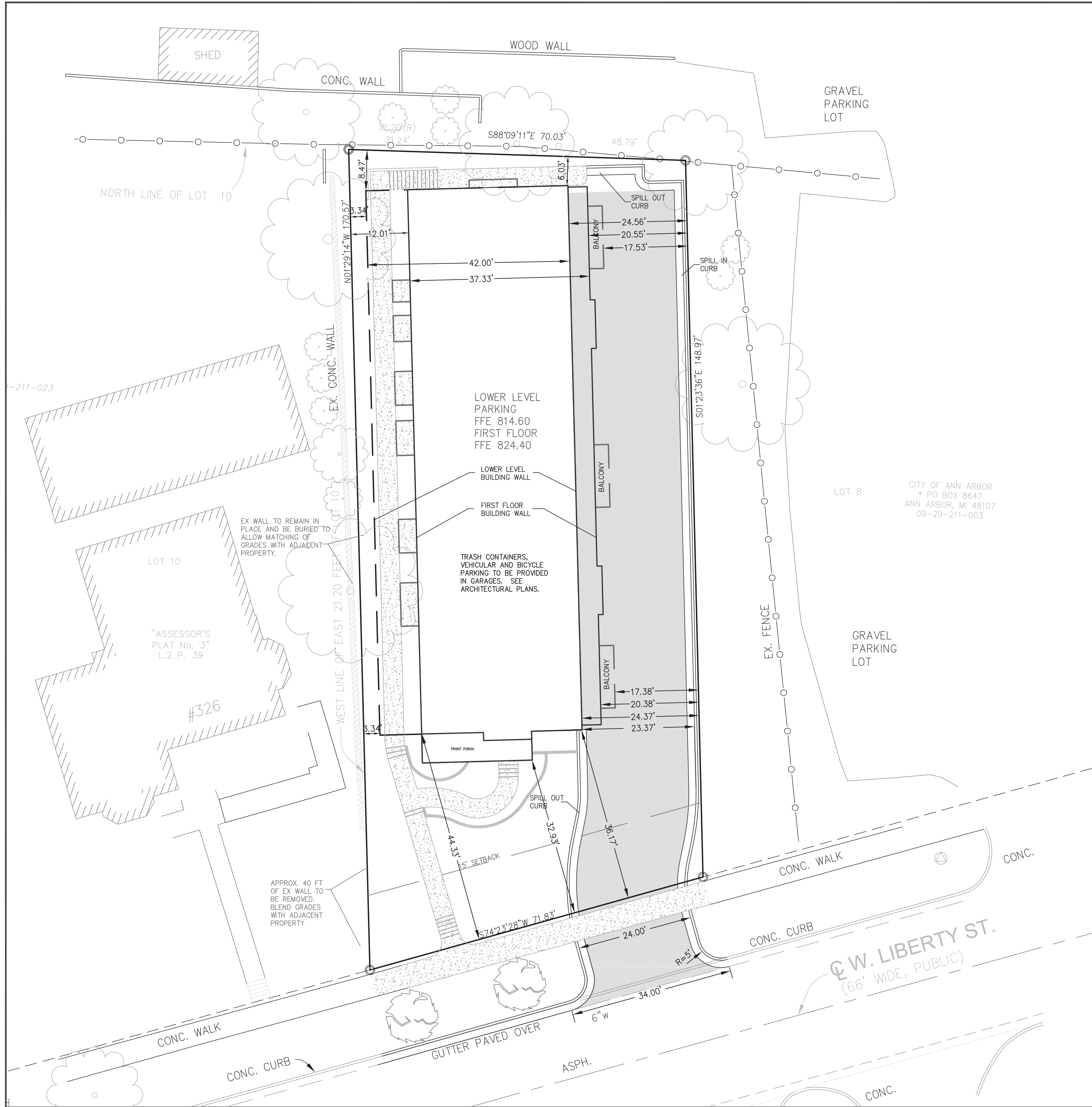
**ELECTRIC LINE**  
GAS MAIN  
WATER MAIN  
STORM LINE  
SANITARY LINE  
CABLE TV LINE  
PHONE LINE  
CHAIN LINK FENCE  
WOOD FENCE  
BARBED WIRE FENCE

**SECTION CORNER**  
FOUND IRON PIPE  
FOUND IRON ROD  
SET IRON PIPE  
SET MAG NAIL  
FOUND MAG NAIL  
CONTROL POINT  
MEASURED DIMENSION  
RECORDED DIMENSION  
SURFACE FLOW  
MONITORING WELL

**WATER MANHOLE**  
FIRE HYDRANT  
GATE VALVE  
BEEHIVE CATCH BASIN  
CURB CATCH BASIN  
STORM MANHOLE  
CULVERT / END SECTION  
SANITARY MANHOLE  
LIGHT POLE  
UTILITY POLE  
TELEPHONE RISER  
GAS MAIN RISER

THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES SHOWN EITHER IN SERVICE OR ABANDONED. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES SHOWN ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES SHOWN ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES SHOWN ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE.





LEGEND

- |  |   |
|--|---|
| <ul style="list-style-type: none"> <li>○ SECTION CORNER</li> <li>○ FIP FOUND IRON PIPE</li> <li>○ FIR FOUND IRON ROD</li> <li>○ S SET IRON PIPE</li> <li>○ SMN SET MAG NAIL</li> <li>○ FMN FOUND MAG NAIL</li> <li>(M) CONTROL POINT</li> <li>(R) MEASURED DIMENSION</li> <li>→ RECORDED DIMENSION</li> <li>→ SURFACE FLOW</li> <li>□ ENTRANCE DOOR</li> </ul>   | <ul style="list-style-type: none"> <li>⊙ WATER MANHOLE</li> <li>⊙ FIRE HYDRANT</li> <li>⊙ GATE VALVE</li> <li>⊙ BEEHIVE CATCH BASIN</li> <li>⊙ CURB CATCH BASIN</li> <li>⊙ STORM MANHOLE</li> <li>⊙ CULVERT / END SECTION</li> <li>⊙ SANITARY MANHOLE</li> <li>⊙ LIGHT POLE</li> <li>⊙ UTILITY POLE</li> <li>⊙ TELEPHONE RISER</li> <li>⊙ GAS MAIN RISER</li> </ul> |
| <ul style="list-style-type: none"> <li>— GAS MAIN</li> <li>— WATER MAIN</li> <li>— STORM LINE</li> <li>— SANITARY LINE</li> <li>— CABLE TV LINE</li> <li>— PHONE LINE</li> <li>— CHAIN LINK FENCE</li> <li>— WOOD FENCE</li> <li>— BARBED WIRE FENCE</li> <li>▨ PROP CONC WALK</li> <li>■ PROP PAVEMENT</li> <li>— PROP WATER MAIN</li> <li>— PROP STORM LINE</li> <li>— PROP SANITARY LINE</li> <li>● PROP MANHOLE</li> </ul> |   |

NOTES:

- PER CHAPTER 49, SECTION 4:58 OF THE CITY CODE, 'ALL SIDEWALKS ARE TO BE KEPT AND MAINTAINED IN GOOD REPAIR BY THE OWNER OF THE LAND ADJACENT TO AND ABUTTING THE SAME.' PRIOR TO THE ISSUANCE OF THE FINAL CERTIFICATE OF OCCUPANCY FOR THIS SITE, ALL EXISTING SIDEWALKS IN NEED OF REPAIR MUST BE REPAIRED IN ACCORDANCE WITH CITY STANDARDS.
- BICYCLE PARKING WILL BE PROVIDED IN THE ENCLOSED PARKING AREA AS SHOWN ON THE FLOOR PLANS.

PERIMETER ENGINEERING LLC  
 11245 BOYCE ROAD  
 CHELSEA, MI 48118  
 734-216-9941

# PERIMETER

Notice: The safety is the sole responsibility of the CONTRACTOR. Neither the owner nor the engineer shall be held responsible for any accidents or injuries engaged in the work, or any nearby structures, or of any other persons.

SECTION 29  
 TOWN 2 SOUTH, RANGE 6 EAST  
 CITY OF ANN ARBOR  
 WASHTENAW COUNTY

CLIENT: ANN ARBOR BUILDERS INC  
 SITE PLAN  
 LAYOUT PLAN

DATE: 4-28-14  
 3-28-14  
 SCALE: 1"=10'  
 DR. K.K. CH. K.K.  
 P.M.  
 BOOK  
 SHEET NO.  
 SHEET NO.  
 SP-03



37' - 7"

44' - 8"

8' - 6"

36' - 2"

10' - 9"

16' - 4"

10' - 3"

Penthouse

10' - 3"

Roof

11' - 2"

Third

11' - 2"

Second

43' - 7"

11' - 2"


First

10' - 1"

Basement

53' - 10"

**The Mark**  
 318 West Liberty  
 Ann Arbor, MI  
 0 5 10

 **J BRADLEY MOORE & ASSOCIATES**  
 4844 Jackson Road #150 • Ann Arbor, MI 48103 • (734) 930-1500

HDC 02.21.14  
 SPA 03.28.14  
 SPA 04.28.14

JBMA Project No.  
**213250**  
 ©2014

**A2.1**

**SOUTH ELEVATION**



HDC 02.21.14  
 SPA 03.28.14  
 SPA 04.28.14

JBMA Project No.  
**213250**  
 ©2014

**A2.2**

EAST  
 ELEVATION

**The Mark**  
 318 West Liberty  
 Ann Arbor, MI  
 0 5 10

 **J BRADLEY MOORE  
 & ASSOCIATES**  
 4844 Jackson Road #150 • Ann Arbor, MI 48103 • (734) 930-1500



53'-10"  
 43'-7"  
 10'-3"  
 11'-2"  
 11'-2"  
 11'-2"  
 11'-2"  
 10'-1"  
 Penthouse  
 Roof  
 Third  
 Second  
 First  
 Basement

10'-3"  
 16'-4"  
 10'-9"  
 8'-6"  
 36'-2"  
 44'-8"  
 37'-7"

**A2.3**  
 JBM/A Project No.  
**213250**  
 ©2014  
 HDC 02/21/14  
 SPA 03/28/14  
 SPA 04/28/14  
 NORTH  
 ELEVATION

**The Mark**  
 318 West Liberty  
 Ann Arbor, MI  
 0 5 10


**J BRADLEY MOORE  
 & ASSOCIATES**  
 4844 Jackson Road #150 • Ann Arbor, MI 48103 • (734) 930-1500



JBMK Project No.  
**213250**  
 ©2014  
**A2.4**

WEST ELEVATION

HDC	02.21.14
SPA	03.28.14
SPA	04.28.14

**The Mark**  
 318 West Liberty  
 Ann Arbor, MI  
 0 5 10


**J BRADLEY MOORE & ASSOCIATES**  
 4844 Jackson Road #150 • Ann Arbor, MI 48103 • (734) 930-1500