

ANN ARBOR PLANNING DEPARTMENT STAFF REPORT

For Planning Commission Meeting of January 15, 2019

**SUBJECT: Malletts Wood 2 Amended PUD Zoning & Site Plan for City Council Approval
(3300 - 5500 Cardinal)
Project Nos. Z18-022, SP16-110**

PROPOSED CITY PLANNING COMMISSION MOTION

The Ann Arbor City Planning Commission hereby recommends that the Mayor and City Council approve the Malletts Wood 2 Amended Planned Unit Development (PUD) Zoning and Supplemental Regulations.

PROPOSED CITY PLANNING COMMISSION MOTION

The Ann Arbor City Planning Commission hereby recommends that the Mayor and City Council approve the Malletts Wood 2 Amended Planned Unit Development (PUD) Site Plan and Development Agreement.

LOCATION

The site is located on the west side of Cardinal Avenue, at the western terminus of Sharon Drive, in the South planning area and the Swift Run watershed (Ward 3).

STAFF RECOMMENDATION

Staff recommends that the Malletts Wood 2 Amended PUD Zoning District and Supplemental Regulations be **approved** because the uses, physical characteristics, design features, and amenities proposed provide a beneficial effect for the City, could not be achieved under any other zoning classification, will not have a detrimental effect on public utilities or surrounding properties, provide adequate justification for deviation from the master plan, provide sufficient analysis and justification in the supplemental regulations, and provide acceptable vehicular and pedestrian circulation.

Staff recommends that the Malletts Wood 2 Amended PUD Site Plan be **approved** because the development would comply with the PUD Zoning District and Supplemental Regulations as well as all applicable local, state and federal laws, ordinances, standards and regulations, would limit the disturbance of natural features to the minimum necessary to allow reasonable use of the land, and would not cause a nuisance or a detrimental effect on the public health, safety and welfare.

DESCRIPTION OF PETITIONS

The petitioners are seeking approval to rezone the 3.77 acre site from PUD (Planned Unit Development District) to Amended PUD (Planned Unit Development District) to allow development of 19 site condominium lots for single-family detached homes.

Zoning

The site plan of record for this parcel is zoned PUD to allow attached condominiums. The petitioners have requested Amended PUD zoning to provide single-family detached dwellings on condominium lots that mirror the requirements of the R1E zoning district, including a minimum lot area of 4,000 square feet and a maximum floor area of 2,000 square feet per detached dwelling. This includes unfinished spaces that can be made habitable, like bonus rooms and basements. The garage does not count toward floor area. These standards have been written into the supplemental regulations for the PUD zoning district. Follow this link for the [zoning application](#). The supplemental regulations are attached.

Site Plan

A site plan for 19 single-family detached dwelling units is proposed on Cardinal Drive and on Sharon Court, a new public road. The density of the proposed development is slightly over 5 dwelling units per acre. A link to the full plan set may be [found here](#).

Existing Site Conditions – The subject site is vacant and heavily wooded. A drive was cleared in the mid-1990s where Sharon Court, the extension of Sharon Drive, is now proposed. Remnants of this drive remain. There are underground gas and electric lines along the west boundary of the north half of the site. These are to be removed.

Natural Features –Thirty-three percent of the site, 1.23 of the 3.77 total acres, is proposed as open space. Natural feature impacts due to the development include removing 352 trees with an 8" diameter or larger. Fifty-nine landmark trees are present, and 23 of them will be removed.

Ninety-seven 4" and 3" caliper mitigation trees are shown on the plan for a total of 424" DBH, plus a cash contribution of \$20,600 for the 206" DBH of mitigation trees not provided on site.

The landscape plan shows 34 street trees along Cardinal and Sharon Court.

Access – Five of the condominium lots are accessed directly from Cardinal Avenue. Sharon Road is proposed to be extended around 250 feet and ending in a cul-de-sac. This new public street is called Sharon Court, and provides access to the other fourteen lots.

Sidewalks are shown along both sides of Sharon Court in the new public right of way. Along Cardinal Avenue, a new 5' wide sidewalk is shown adjacent to the right of way in an easement. A public pedestrian easement to the north of the site on Malletts Wood 1 will be constructed by Malletts Wood 2. It will connect to the new Cardinal Avenue sidewalk and provide a paved path to Mary Beth Doyle Park. Another 10' wide public access easement to the park with a 5' paved path is located near the southwest corner of the site between lots 12 and 13.

Parking – Each of the 19 single-family homes is proposed to have at minimum a one-car garage. The example floorplans show one-and-a-half and two car garages. Some driveways may not be long enough to park a vehicle. The site plan notes that no car may park in a driveway if it causes the sidewalk to be blocked.

Solid Waste –Each home will have individual curb carts.

Utilities – Water and sanitary sewer service will be connected to existing mains on Cardinal or new mains on Sharon Court. A 12' wide private easement for public utilities is shown along Cardinal Avenue.

Storm Water Management – Storm water management for Sharon Court is in conformance with the green streets ordinance, and the first 1" will be captured and treated in a rain garden in the center of the cul-de-sac. Overflow will go to the Cardinal Avenue storm sewer, which discharges into Malletts Creek. Storm water from lots 1-5 will be directed to an infiltration area to help recharge existing wetlands. The remaining storm water will go to a communal basin to the north that is part of Malletts Wood 1. No new detention basin is proposed on this site.

Traffic Analysis – A traffic analysis shows an increase of 23 AM trips and 24 PM trips. A full traffic study is not required since the peak hour trips are less than 50.

Development Agreement – Development agreements are used for projects that include public and offsite improvements, such as extension of a public utility main, a contribution of land or money, or other capital improvements. The Malletts Wood 2 development agreement will address the maintenance of landscaping within the public right-of-way, a new public street, street tree escrow, utility and public access easements, and other site improvements.

Citizen Participation Meeting – Citizen Participation Meeting notices were mailed to 264 owners and occupants for a meeting held at the Ann Arbor Regent Conference Center on October 30, 2018. There were eight attendees. Questions were addressed on walking paths, project phasing, storm water, lot sizes, infrastructure, trees, rain gardens, homeowners associations, and zoning. A copy of the meeting report may be [found here](#).

COMPARISON CHART

	EXISTING	PROPOSED	REQUIRED
Zoning	PUD Planned Unit Development	PUD Planned Unit Development	PUD Planned Unit Development
Gross Site Area	3.77 acres	3.77 acres	
Dwelling Units	0	19	
Min. Lot Area Per Dwelling Unit		4,000 sq ft/unit MIN	4,000 sq ft/unit MIN
Setbacks		15 ft front 3 ft side 20 ft rear	15 ft front 3 ft side 20 ft rear
Height		30 ft	30 ft
Lot Width		40 ft	34 ft MIN
Parking – Automobiles		19 spaces	1 space/unit or 19 spaces
Parking – Bicycles		19 Class A	19 Class A

SURROUNDING LAND USES AND ZONING

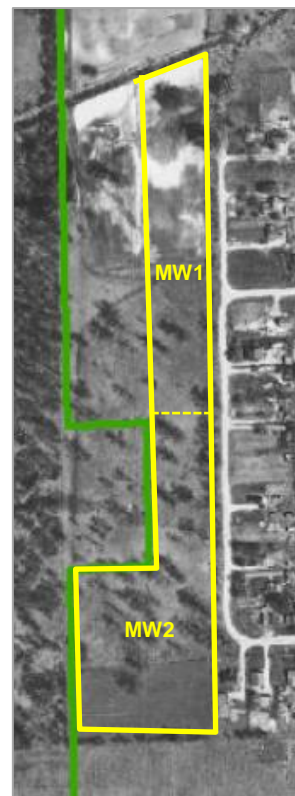
	LAND USE	ZONING
NORTH	Townhouse (Malletts Wood 1)	PUD (Planned Unit Development)
EAST	Single-Family Residential	R1D (Single-Family Dwelling)
SOUTH	Single-Family Residential	R1D (Single-Family Dwelling)
WEST	Mary Beth Doyle Park	PL (Public Land)

PLANNING BACKGROUND

This site is located in the South planning area. The *Master Plan: Land Use Element* recommends single-family detached dwellings.

HISTORY

Aerial photography from 1947 (at right) shows a sparsely-treed site with the lower third of Malletts Wood 2 (MW2) in cultivation. (See plan sheet 6 for an analysis of tree growth from 1960 to 2015.) Malletts Wood 2 was part of the original parcel containing Malletts Wood 1 (MW1), along with a one-acre parcel containing wetlands that was given to the city in 1994 for parkland. Malletts Wood 1 immediately to the north consists of sixteen townhomes built in 2001. The Malletts Wood 2 PUD allowed 22 attached condominium units.



UNIT COMMENTS

Planning – This zoning petition was originally proposed as a change to R1E Single Family zoning. The R1E petition and a site plan matching the current one were submitted, reviewed by staff, and presented to City Planning Commission on March 20, 2018. The planning commission recommended that City Council approve the site plan, R1E rezoning, and development agreement.

After further review by the City Attorney and Planning staff, it was determined that this was not an appropriate process for this particular project. Since the project was part of a larger PUD, the PUD for Malletts Wood I would need to be rezoned simultaneously in order to have two sites with separate zoning. This split would also make it impossible for Malletts Wood 1 to meet the public benefit approved in the original site plan for public access to Mary Beth Doyle Park south of Sharon Drive. The alternative was to rezone Malletts Wood 2 to a new PUD, and have the supplemental regulations reflect the different conditions shown on each site plan (Malletts Wood 1 and Malletts Wood 2). Since this approach would be simpler and not require new site plan drawings for Malletts Wood 1, and since the overarching public benefits of the original PUD would be met, the petitioner obtained letters from each of the 14 property owners of Malletts Wood 1 authorizing the changes to the zoning district. The petitioner submitted new information for the Malletts Wood 2 Amended PUD Site Plan and PUD Zoning, and staff reorganized the Malletts Wood Supplemental Regulations to reflect the changes to the Malletts Wood 2 site. Other than a process change (amending the PUD supplemental regulations instead of rezoning to R1E), the plan remains identical to the previous R1E version. No additional public amenities are proposed, since the ones from the original PUD are being met (including a completed parkland donation, access points to Mary Beth Doyle Park, a mix of housing types, and conservation of significant natural features).

Engineering – (Repeat comments from previous staff report) Right-of-way for Sharon Court shall be granted to the city. A public access easement to connect sidewalks is to be granted by the petitioner, and maintenance of landscaping within the public right-of-way, including the cul-de-sac island, shall be the responsibility of the homeowner's association.

Comments have been provided to the petitioner noting that flow equivalent to 17 GPM will need to be removed from the sanitary sewer system in order to mitigate new flow from this proposed development. Alternately, a payment may be made in lieu of performing actual flow removal.

Prepared by Jill Thacher
Reviewed by Brett Lenart
January 10, 2019

Attachments:
Draft Development Agreement
Draft Supplemental Regulations

Additional Information Links:

[Site Plan](#)
[Zoning Application](#)
[Citizen Participation Report](#)

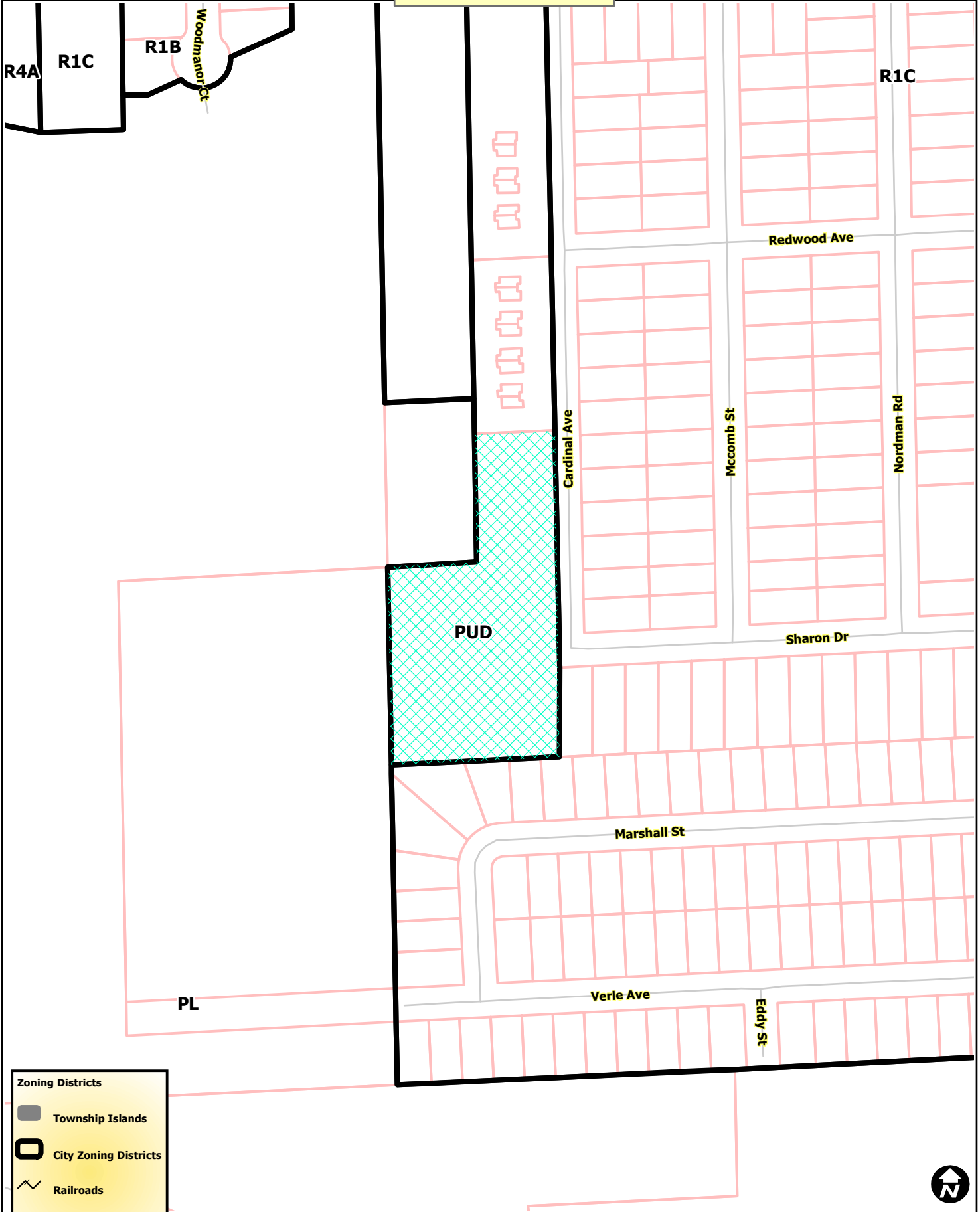
c: Petitioner: Phoenix Contractors, Inc.
2111 Golfside
Ypsilanti, MI 48197

Petitioner's Engineer: Washtenaw Engineering
3526 W. Liberty Road
Ann Arbor, MI 48103






Owner: Malletts 2, LLC
2111 Golfside
Ypsilanti, MI 48197

Systems Planning
Project Nos. Z18-022, SP16-110

3300 Cardinal Ave



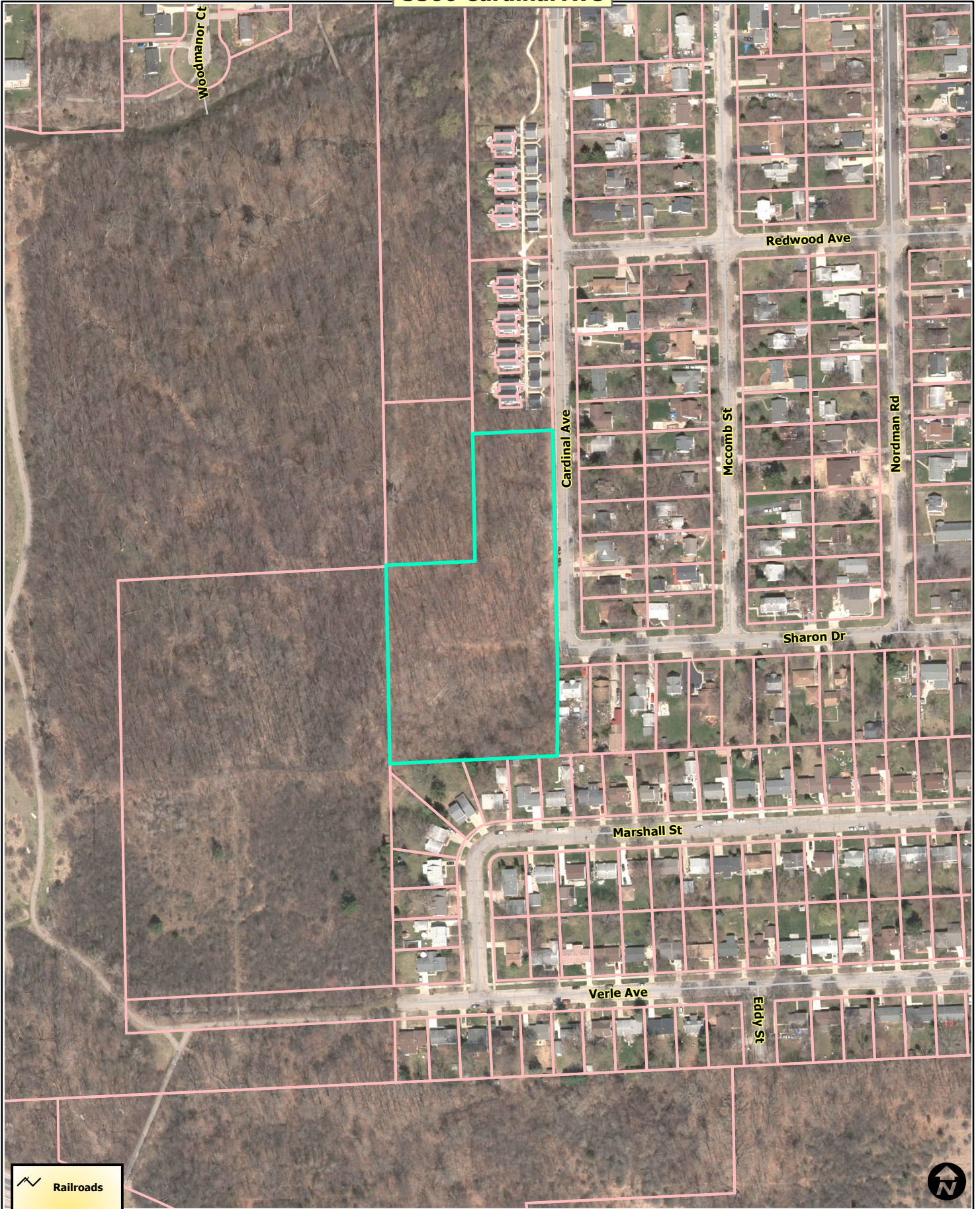
Zoning Districts




-  Township Islands
-  City Zoning Districts
-  Railroads
-  Parcels
-  Huron River



Map date 6/14/2016
 Any aerial imagery is circa 2015
 unless otherwise noted
 Terms of use: www.a2gov.org/terms

3300 Cardinal Ave



-  Railroads
-  Parcels
-  Huron River



Map date 6/14/2016
Any aerial imagery is circa 2015
unless otherwise noted
Terms of use: www.a2gov.org/terms

MALLETTS WOOD 2 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 Malletts 2, LLC, a Limited Liability Company with principal address at 2111 Golfside, Ypsilanti, MI 48197, hereinafter called the PROPRIETOR, witnesses that:

WHEREAS, the PROPRIETOR owns certain land in the City of Ann Arbor, described below and site planned as Malletts Wood 2 and

WHEREAS, the PROPRIETOR has caused certain land in the City of Ann Arbor, described below to be surveyed, mapped and site planned as Malletts Wood 2 and desires City Council 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 HEREBY AGREES:

(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 and sanitary sewer mains, public and private storm water management systems, public streets, sidewalks and streetlights ("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 provide, prior to the issuance of building permits, a signing plan to the Fire Department and install all street name signs according to CITY specifications and to provide and install such temporary warning signs during the construction period as are appropriate to protect the health, safety and welfare of the public. At the request of the PROPRIETOR, the CITY will provide and install all street name signs and invoice the PROPRIETOR for actual cost of installation.

(P-6) 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 for each phase of the development as shown on the approved site plan, or at a later time as determined by the CITY Public Services Area. . The final course of asphalt paving shall be completed prior to the issuance of certificate of occupancy for the last dwelling unit in each phase of the development.

(P-7) To convey to the CITY, prior to the issuance of any permits and subject to acceptance by the Ann Arbor City Council: a 10' wide public access easement between lots 12 and 13.

(P-8) 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-9) 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-10) Existing woodland, landmark, and street trees shown on the site plan as trees to be saved shall be maintained by the PROPRIETOR in good condition for a minimum of three years after acceptance of the public improvements by the CITY or granting of Certificate of Occupancy or final approval of the condominium unit. Existing woodland, landmark, or street trees that are determined by the CITY to be dead, dying or severely damaged due to

construction activity within three years after acceptance of the public improvements or granting of Certificate of Occupancy or final approval of the condominium unit, shall be replaced by the PROPRIETOR as provided by Chapter 57 of the Ann Arbor City Code.

(P-11) To deposit, prior to any building permits being issued, a street tree planting escrow account with the Parks and Recreation Services Unit in the form of a check payable to the City of Ann Arbor. The escrow amount shall be based on the CITY policy in effect at that time and is to include all on-site public streets. The City Administrator may authorize the PROPRIETOR to install the street trees if planted in accordance with CITY standards and specifications. If the street trees are found to be acceptable by the CITY, the escrow amount will be returned to the PROPRIETOR one year after the date of acceptance by the CITY.

(P-12) To create an association composed of all owners of Malletts Wood 2 condominium, hereinafter called the "Association", in which membership shall be required by covenants and restrictions recorded as part of the master deed for Malletts Wood 2. The association shall be responsible for and shall execute the appropriate documents insuring perpetual maintenance and ownership of the on-site storm water management system, including the rain garden; perpetual maintenance of landscaping within the public right of way, including the cul-de-sac; and all other common elements.

(P-13) 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-14) 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-15) 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-16) 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-17) 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-18) 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-19) No lot in Malletts Wood 2 may be divided such that an additional building parcel is created.

(P-20) 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 legal authority and capacity to enter into this agreement for PROPRIETOR.

(P-21) 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-22) 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.

(P-23) 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 Malletts Wood 2 Amended PUD Site Plan.

(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:

COMMENCING AT THE CENTER OF SECTION 10, T3S, R6E, CITY OF ANN ARBOR, WASHTENAW COUNTY, MICHIGAN; THENCE S89°57'00"E 655.90 FEET ALONG THE EAST AND WEST ¼ LINE OF SAID SECTION TO THE WEST LINE OF "BARFORD HOMES SUBDIVISION" AS RECORDED IN LIBER 15 OF PLATS, PAGES 13 AND 14, WASHTENAW COUNTY RECORDS; THENCE N01°44'00"E 627.22 FEET ALONG SAID WEST LINE TO THE NORTHWEST CORNER OF SAID SUBDIVISION, SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUING N01°44'00"E 383.79 FEET; THENCE S88°13'40"E 175.10 FEET; THENCE N01°44'00"E 251.77 FEET; THENCE S88°16'00"E 155.18 FEET TO A POINT ON THE WEST LINE OF "SPRINGWATER SUBDIVISION NO. 2" AS RECORDED IN LIBER 4 OF PLATS, PAGE 47, WASHTENAW COUNTY RECORDS; THENCE S01°44'00"W 450.27 FEET ALONG SAID WEST LINE; THENCE S01°52'25"W 175.49 FEET CONTINUING ALONG SAID WEST LINE TO A POINT ON THE NORTH LINE OF AFOREDESCRIBED "BARFORD HOMES SUBDIVISION"; THENCE N89°57'00"W 330.00 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING. BEING A PART OF THE NORTHEAST ¼ OF SECTION 10, T3S, R6E, CITY OF ANN ARBOR, WASHTENAW COUNTY, MICHIGAN AND CONTAINING 3.77 ACRES OF LAND, MORE OR LESS. BEING SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

(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: _____
Christopher Taylor, Mayor

By: _____
Jacqueline Beaudry, City Clerk

Approved as to Substance:

Howard Lazarus, 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 Christopher Taylor, 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)
) ss:
County of Washtenaw)

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

MALLETT’S WOOD PUD SUPPLEMENTAL REGULATIONS
City of Ann Arbor, Michigan

Section 1: Purpose

It is the purpose of the City Council in adopting these regulations to provide for the comprehensive development of an 8.1-acre parcel, in a manner that is compatible with the existing single-family neighborhood on the east and south, with the 14 single-family dwellings, constructed in pairs with zero-lot lines (Phase I of Mallett’s Wood PUD, referred to as MW1) and with publicly-owned Mary Beth Doyle Park on the west. These regulations seek to promote a variety of housing types and ownership within the existing neighborhood, while conserving significant natural features, open space and dedicated public access ways, and that would not be otherwise possible in any existing zoning classification without multiple variances.

Section 2: Applicability

The provisions of these regulations shall apply to the property described as follows:

COMMENCING AT THE CENTER OF SECTION 10, T3S, R6E, CITY OF ANN ARBOR, WASHTENAW COUNTY, MICHIGAN; THENCE S89°57’00”E 665.90 FEET ALONG THE EAST AND WEST 1/4 LINE OF SAID SECTION TO THE SOUTHWEST LINE OF “BARFORD HOMES SUBDIVISION” AS RECORDED IN LIBER 15 OF PLATS, PAGES 13 AND 14, WASHTENAW COUNTY RECORDS; THENCE N01°31’50”E 627.22 FEET ALONG SAID EAST LINE TO THE WEST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 10 TO THE NORTHWEST CORNER OF SAID SUBDIVISION, SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID EAST LINE N01°44’00”E 660.0 FEET; THENCE S89°57’00”E 175.18 FEET ALONG THE NORTH LINE OF THE SOUTH 5 ACRES OF THE WEST 20 RODS OF THE FOLLOWING PARCEL, THE NORTHEAST 1/4 OF SAID SECTION 10 EXCEPT THE WEST 1/2 OF THE WEST 1/2 OF SAID NORTHEAST 1/4 ALSO EXCEPT THE SOUTH 38 RODS; THENCE N01°44’00”E 841.01 FEET ALONG THE WEST LINE OF THE EAST 5 ACRES OF THE WEST 20 RODS OF THE FOLLOWING PARCEL, THE NORTHEAST 1/4 EXCEPT THE 38 RODS, ALSO EXCEPTING THE SOUTH 5 ACRES OF THE ABOVE DESCRIBED PROPERTY; THENCE N68°19’10”E 168.57 FEET; THENCE S01°44’00”W 1563.0 FEET ALONG SAID WEST LINE OF SPRINGBROOK SUBDIVISION NO. 2 AS RECORDED IN LIBER 4 OF PLATS, PAGE 47, WASHTENAW COUNTY RECORDS AND ITS NORTHERLY EXTENSION; THENCE N89°57’00”W 330.00 FEET ALONG SAID NORTH LINE OF SAID BARFORD HOMES SUBDIVISION TO THE POINT OF BEGINNING, BEING A PART OF THE NORTHEAST 1/4 OF SECTION 10, CONTAINING 8.10 ACRES OF LAND, MORE OR LESS. BEING SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

Further, the provisions of these regulations shall be adopted and incorporated into the Mallett’s Wood PUD Zoning District. These regulations are intended to supplement only those provisions in the City Code that may be modified as a part of a PUD and shall not be construed to replace or modify other provisions or regulations in the City Code.

Section 3: Findings

During the public hearings on this Planned Unit Development, the Planning Commission and City Council determined that:

- (A) The surrounding neighborhood contains an eclectic mix of mostly small-scale one- and two-story single-family residences (including an original 1800's farmhouse still existing on Butternut Street) on individual lots with tree-lined streets adjacent to Malletts Creek on the north and to Mary Beth Doyle Park on the west and fourteen site-condominium dwelling units developed on Cardinal Avenue in the originally approved Mallett's Wood PUD (MW1).
- (B) It is desirable to develop the property described above for residential uses.
- (C) The immediate boundaries of the property are surrounded exclusively by R1C (single-family residential) and PL (Park) zoning districts, while Mary Beth Doyle Park itself is surrounded by a variety of residential zoning districts, including R1B, R3, R4A and R6 zoning districts. Thus, a housing density equal to or greater than allowed in the R1C district is consistent with other residential zoning districts adjacent to Mary Beth Doyle Park.
- (D) It is in the best interest of the surrounding properties and the City of Ann Arbor that additional new housing in a price ranges both higher than as well as similar to those of the surrounding neighborhood be provided to meet the needs of a wide range of buyers, particularly mature singles, empty nesters, retirees and those with physical limitations. The proposed regulations, by maintaining a scale and intensity in keeping with the MW1 development and the surrounding neighborhoods while optimizing the conservation of the site's natural features and its association with Mary Beth Doyle Park will have a beneficial effect on, and will not adversely affect, the surrounding properties or the City, in terms of public health, safety or welfare.
- (E) The architectural design and mixture of unit types of the buildings, the limitations placed on setbacks, building height and placement, the creation and conveyance of public sidewalks and public access to Mary Beth Doyle Park throughout the development, the 1.15 acres conveyed to the City with the development of MW1, the protection of existing trees facilitated by the MW2 lot layout, and the limits placed on vehicular access from the public right of way will provide beneficial effects for the City and the adjacent neighborhood.
- (F) The parcel described above meets the standards for approval as a Planned Unit Development, and the regulations contained herein do not constitute the granting of a special privilege or deprivation of property rights.

Section 4: PUD Regulations

- (A) Definitions.
MW1: Generally refers to the 14 dwelling units, associated carports, sidewalks, landscaping, and storm water management area on 4.33 acres of land, generally located parallel to

Cardinal Avenue near the intersections of Butternut and Redwood Drives, constructed before January 2006, constituting the north portion of the Malletts Wood PUD zoning district.

MW2: Generally refers to up to 19 dwelling units, a public street to be known as Sharon Court, associated sidewalks, landscaping, surface parking and utility installations on approximately 3.77 acres, generally located near the intersection of Cardinal Avenue and Sharon Drive.

(B) Permitted principal uses.

MW1: 1. Single-family residential units

2. Two-family residential units

3. Multi-family dwellings

MW2: 1. Single-family residential units

(C) Permitted accessory uses.

1. Family child care homes in any dwelling unit, if licensed by the State of Michigan.

2. Home occupations, subject to all the performance standards provided by Ann Arbor City Code.

(D) Setbacks.

	<i>MW1</i>	<i>MW2</i>
Front	17 feet minimum	15 feet minimum
Side	11 feet minimum	3 feet minimum
Rear	32 feet minimum	20 feet minimum

(E) Height. A maximum of 2 stories with a total height limit of 30 feet, measured to the mid-point between the eaves and the ridge, excepting dormers, chimneys and similar elements, which shall total less than 20 percent of the roof area. Dormers may not exceed the height of the roof ridge, and all other elements may not exceed 5 feet above the roof ridge.

(F) District Size. The size of the PUD zoning district shall be approximately 8 acres. The PUD may be further subdivided into no more than three parcels, consisting of 4.33 acres (*MW1*) and the remaining 3.77 acres (*MW2*), which may be further divided into two parcels, in accordance with the laws of the State of Michigan; provided, however that easements, covenants, and/or Condominium Master Deeds shall be recorded addressing the ownership and requiring mutual obligations of maintenance and liability, including but not limited to, shared landscaping, private streets, vehicular use areas, utilities, conservation areas, and storm water management system(s).

- (G) Lot Area Per Dwelling Unit.
MW1: 7,200 square feet minimum.
MW2: 4,000 square feet minimum.
- (H) Maximum Dwelling Units.
MW1: 14 dwelling units.
MW2: 19 dwelling units.
- (I) Floor Area.
MW1: No floor area restriction.
MW2: The principal building on the lot shall not exceed 2,000 square feet of floor area. This maximum shall include basements, bonus rooms, and any other space that may be made habitable.
- (J) Parking.
Vehicular:
MW1 – 28 carport-style parking spaces, minimum.
MW2 – 1 garage parking space per dwelling unit, minimum.

Bicycle:
MW1 & MW2: One class A enclosed bicycle parking space per unit, minimum.
- (K) Architectural Design.
MW1: Unit facades shall generally have a 12/12 roof pitch with gable ends fronting Cardinal or Sharon Court. Windows shall generally be oriented vertically in the building facades, double hung with visible muntins in appearance. Exterior walls shall be predominantly horizontal siding.

MW2: Unit facades shall have a pedestrian door on the front elevation, with a front porch or covered entry. Window orientation shall be predominantly vertical, and window glass shall not be reflective. At least three different styles of houses shall be constructed, and not more than two of the same style shall be side by side.
- (L) Landscaping and Amenities. Landscape design and installation shall be coordinated through out the PUD zoning district, as shown in the PUD site plans for phase I (MW1), approved February 1996 and amended in June 2002, and PUD site plans for MW2, dated _____ 2019. Plants shall be Michigan native species, which enhance habitat diversity for and restore the woodland and wetland environments of the site, and shall not include invasive species.
- (M) Accessory Structures.
MW1: Carports shall be allowed as an accessory structure between the minimum front setback and the residential structure.
MW2: Accessory structures shall be allowed pursuant to City Code requirements.

- (N) Phasing. The PUD may be constructed in phases, in accordance with City Code, fire safety, utility infrastructure, requirements of existing owners and tenants, and requirements for access and parking. The phasing and sequencing plans may be amended administratively, in accordance with City Code.

Drafted by Jill Thacher – Planning and Development Services
January 11, 2019