

PLANNING AND DEVELOPMENT SERVICES STAFF REPORT

For Planning Commission Meeting of February 5, 2008

**SUBJECT: Maple Cove Office/Residential Complex Annexation, Zoning, and Site Plan
(Northwest corner North Maple Road and Miller Avenue)
File Nos. 8241K21.1, .2 and .5**

PROPOSED CITY PLANNING COMMISSION MOTION

The Ann Arbor City Planning Commission hereby recommends that the Mayor and City Council approve the Maple Cove Annexation, Zoning from TWP (Township District), R1B and R1C (Single-Family Dwelling District) and R3 (Townhouse District) to O (Office District), Site Plan, and Development Agreement, subject to receiving preliminary approval by the Washtenaw County Drain Commissioner's Office prior to City Council consideration.

STAFF RECOMMENDATION

Staff recommends that the Maple Cove annexation, zoning and site plan petitions be **approved** because the area to be annexed is within the ultimate City limits; the future land use plan for the subject area recommends office as well as residential uses; and the contemplated development would comply with all applicable state, local and federal laws, ordinances, standards and regulations, the development would limit the disturbance of natural features to the minimum necessary, and the development would not cause a public or private nuisance and would not have a detrimental effect on the public health, safety or welfare.

LOCATION

This site is located at the northwest corner of North Maple Road and Miller Avenue, including 1717, 1649, 1645, 1633, 1605 and 1577 North Maple Road and 2540 Miller Avenue (West Area, Honey Creek watershed).

DESCRIPTION OF PETITION

The subject site is composed of five separate parcels that have a combined area of 166,921 square feet (3.8 acres). One of the parcels is currently under the jurisdiction of Scio Township and is proposed to be annexed into the City. Except for the parcel to be annexed, the parcels are currently zoned R1B Single-Family Residential, R1C Single-Family Residential and R3 Townhouse Dwelling. The subject site currently has several existing buildings, including three dwellings and numerous garage and storage buildings. Six curb cuts currently provide access to the site, five on North Maple Road and one on Miller Avenue. All existing buildings are proposed to be demolished and all existing curb cuts will be closed.

Existing natural features on the subject site include a 9,583-square foot (0.22 acre) mid-level concern wetland and 19 landmark trees. The site generally slopes from the east to the southwest. The sloping grade allows for buildings to have walkout-type basements facing west.

The petitioners are requesting annexation of a 15,606-square foot (0.34 acre) parcel and O Office District zoning designation for it as well as the rest of the subject site. The petitioners

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also request approval to construct an office/residential complex of three buildings, each containing two floors of medical and general office uses and one floor of residential uses with underground parking. Medical and general office uses, and residential uses, are permitted principal uses in the Office District.

Two 27,300-square foot buildings are proposed on the west side of the site fronting North Maple Road. Building A (northern building on Maple Road) is proposed to have 20 underground vehicular parking spaces. Building B (southern on Maple Road) is proposed to have 26 vehicular parking spaces. A third, smaller building (Building C) will be 11,454 square feet and is planned on the south side of the site fronting Miller Avenue with six underground vehicular parking spaces. Access to the site is proposed by two new curb cuts, one on North Maple Road at the north end of the site and one on Miller Avenue on the west edge of the site.

In addition to the 52 vehicular parking spaces provided under the three buildings, 148 surface parking spaces are planned on the east side of the site. A total of 200 vehicular parking spaces are proposed to comply with the requirement for 197 to 241 spaces. Ten Class A (enclosed and lockable) bicycle parking spaces are proposed to be provided in the underground garages and 22 Class C (uncovered hoops) are proposed to be located near each building entrance.

Conflicting land use buffers are proposed along the entire length of the west side, consisting of a 15-foot wide planting strip with evergreen and deciduous trees, as well as a continuous four-foot high hedgerow.

Eleven landmark trees are proposed to be removed to accommodate the development and one landmark tree will have disturbance within its critical root zone. Mitigation will be provided for all 12 trees (total of 86.8 caliper inches) by 43.4 caliper inches of new trees planted on site. No impacts are proposed to the existing wetland and there will be no disturbance in the 25-foot natural features open space surrounding the wetland area, except due to the construction of an eight-foot wide sidewalk along Miller Avenue. The sidewalk is located along the back of the curb to minimize the impact to the natural feature open space. No additional approval for the disturbance is necessary as it was already approved on a previous site plan for the same site (see history section for more information).

The portion of the site currently in the City is part of the Garden Homes Drainage District, which is under the jurisdiction of the Washtenaw County Drain Commissioner (WCDC). The proposed underground storm water management system, located in the southeast corner of the site, has been reviewed by the WCDC (preliminary approval is still pending). The portion of the site to be annexed will be included in the Garden Homes Drainage District as well.

The petitioner also owns the land adjacent to the west of the site on Calvin Street. To facilitate future single-family detached residential development on his adjacent property (zoned R1B), the petitioner has designed the driveway from North Maple Road to also serve as an access point to the property. While the adjacent property has frontage on Calvin Street, this is a private street with a checkered history regarding access rights. The petitioner is seeking to provide an additional access option for any future development of the adjacent site to avoid potential legal issues.

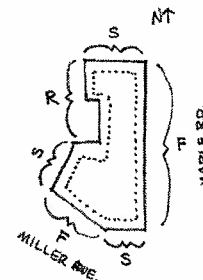
SURROUNDING LAND USES AND ZONING

	LAND USE	ZONING
NORTH	Single-Family Residential	R1B and R1C (Single-Family Dwelling District)
EAST	Single-Family Residential, Commercial Shopping Center	R1C and C1 (Local Commercial District)
SOUTH	Vacant Land, Multiple-Family Residential	R2A (Two-Family Dwelling District), R4A (Multiple-Family Dwelling District), TWP (Township District), and C3 (Fringe Commercial District)
WEST	Single-Family Residential	R1C and TWP

COMPARISION CHART

	EXISTING	PROPOSED	REQUIRED	
Zoning	R1B, R1C, R3, TWP	O (Office District)	O	
Gross Lot Area	166,921 sq ft	166,921 sq ft	6,000 sq ft MIN	
Floor Area Ratio	Undetermined	39.6 % (66,054 sq ft)	40 % MAX	
Setbacks	Front *	Range from approximately 25 to 45 ft	38 ft Maple Rd 25 ft Miller Ave	25 ft MIN
	Side *	Range from approximately 10 to 20 ft	90 ft north side 86 ft west side	20 ft MIN (abutting R)
	Rear *	Principal buildings 60 ft MIN Accessory buildings 4-20 ft	83 ft Building A 80 ft Building B	30 ft MIN (abutting R)
Height	1 – 2 stories	40 ft – 3 stories	40 ft/3 stories MAX	
Vehicle Parking	Undetermined	200 spaces	197 spaces MIN 241 spaces MAX	
Bicycle Parking	None	10 spaces - Class A 22 spaces - Class C	10 spaces MIN - Class A 21 spaces MIN - Class C	

* For setback purposes, the following property line designations have been applied:
 F = Front, S = Side, R = Rear



HISTORY

Portions of the subject site are parts of two previously approved site plans. The north half of the site (approximately) was part of the *Maple Cove Site Plan* for 13 detached single family dwellings on 2.2 acres, approved on August 1, 2005. The south half of the site (roughly) was the *Maple Court Planned Project Site Plan* for 12 attached dwelling units in three buildings on 1.5 acres, approved on July 5, 2005. Neither approved site plan was constructed. The subject petitioner has dismantled the previous Maple Cove project and combined some of that area with land previously not site planned (the parcel currently proposed to be annexed) and with the entire Maple Court project. The name Maple Cove has been reused but the currently proposed project and the previously approved project are quite different.

Approval of the currently proposed Maple Cove Site Plan will void the previously approved 13-detached single-family unit Maple Cove Site Plan. The part of the previously approved site plan that is outside of the current proposal will require a new site plan to be submitted for any

development other than one single family dwelling, in accordance with Chapter 57, Subdivision and Land Use Control Ordinance.

PLANNING BACKGROUND

The subject site is located in the West Area and is identified as Site 8 in the West Area Plan. The future land use recommendation for Site 8 indicates housing as the preferred option, but also supports office uses as residential demand declines. Office uses are noted to be an acceptable alternative to residential uses, as that use will buffer the Calvin Street neighborhood from noise and traffic on Maple Road. Commercial uses are specifically noted as not appropriate for Site 8.

SERVICE UNIT COMMENTS

Planning and Development Services (Planning) – The request to zone the entire subject site is in keeping with the future land use recommendation in the West Area Plan for the site. Even better than providing office uses alone, the proposed development includes residential uses. These two uses support the recommendation in the West Area Plan for housing as well as buffering the existing adjacent neighborhood from the commercial uses to the south and east of the site and the traffic impacts from North Maple Road and Miller Avenue.

A land division request must be submitted for administrative review and approval to divide the previous Maple Cove site to match the development boundaries of the proposed petition. As mentioned above, the 2005 Maple Cove Site Plan for detached single-family dwellings will become void upon approval of the proposed petition. Land division application and approval could be made a condition of site plan approval if desired but is not necessary.

Planning and Development Services (Land Development) – Preliminary approval from the Washtenaw County Drain Commissioner's Office must be received prior to this petition being scheduled for City Council action.

Project Management (Transportation) – Staff is preparing a cost estimate for improvements to the Maple-Miller intersection. The petitioner has agreed to contribute up to eight percent of the cost for intersection improvements to compensate for the increased traffic volume due to the new development. Intersection improvements are likely to include addition of a right turn lane on northbound North Maple Road (onto eastbound Miller), converting an existing westbound right turn lane on Miller Avenue (onto northbound Maple) into a through lane and creating a receiving lane on westbound Miller Avenue. The traffic mitigation contribution amount and possible improvements are detailed in Paragraph 15 of the attached draft development agreement.

Prepared by Alexis DiLeo
Reviewed by Connie Pulcifer and Mark Lloyd
jsj/1/30/08



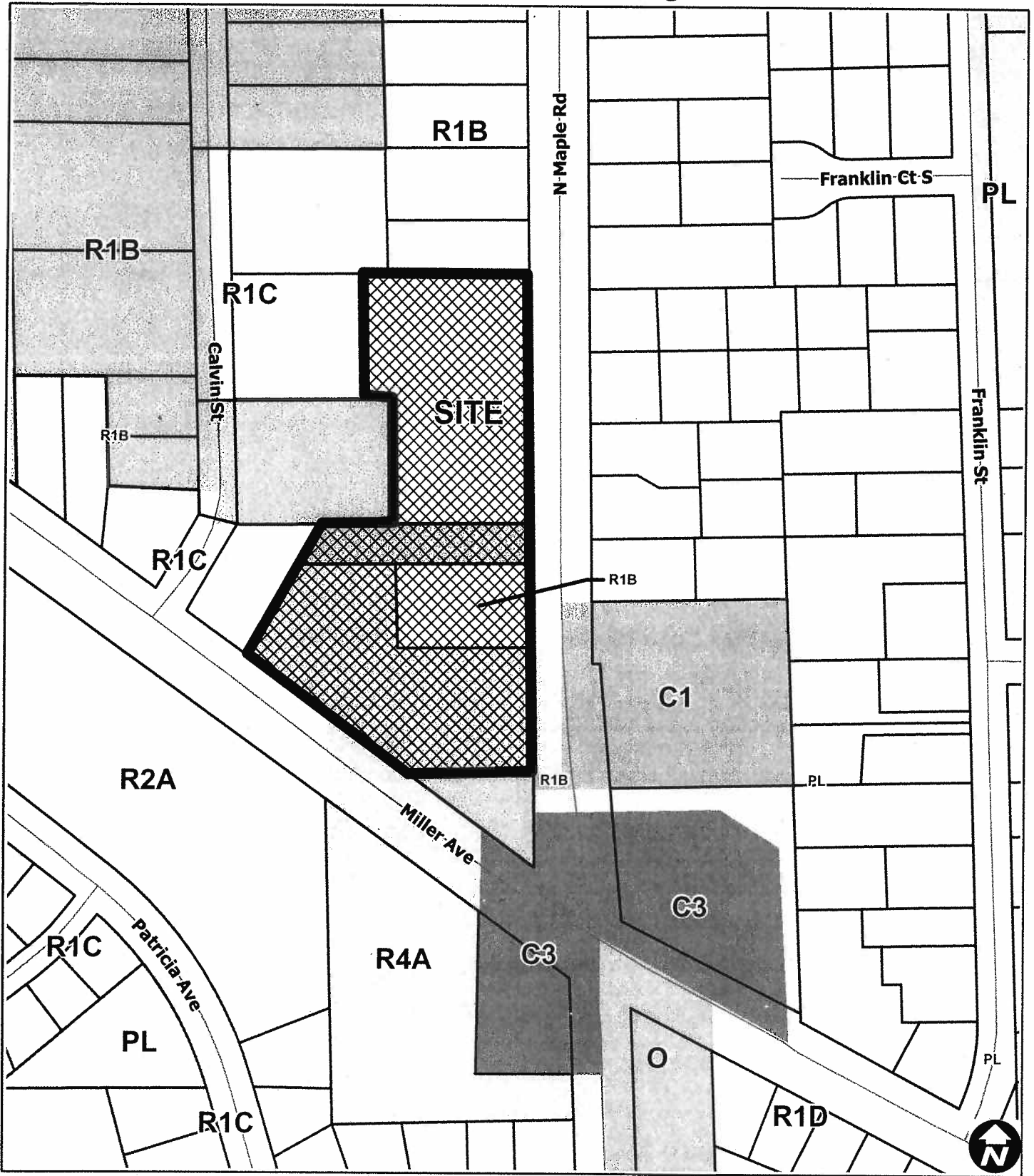
Attachments: Parcel/Zoning Map
Aerial Photo
Site Plan
Landscape Plan
Elevations
1/28/08 Draft Development Agreement

c: Petitioner's Representative: Kate Bond
Washtenaw Engineering Company
3250 West Liberty Road
Ann Arbor, MI 48103

Owner: Maple Cove LLC
4672 Willowbrook Lane
Ann Arbor, MI 48103

City Attorney
Systems Planning
File Nos. 8241K21.1, .2 and .5

PARCEL AND ZONING MAP: Maple Cove Annexation, Zoning and Site Plan



Map Legend	
	City Boundary
	Railroads
	Parcels



Maps available online:
<http://gisweb.ewashtenaw.org/website/mapwashtenaw/>

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AERIAL PHOTO: Maple Cove Annexation, Zoning and Site Plan



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Map Legend
 Railroads



Maps available online:
<http://gisweb.ewashtenaw.org/website/mapwashtenaw/>

BEFORE YOU DIG
CALL MISS DIG
800-482-7711

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LEGEND

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SITE DATA

Project Name	Maple Cove Office/Residential Complex
Site Address	12345 Main Street, N. Arlington, VA
Site Area	100,000 sq. ft.
Building Area	50,000 sq. ft.
Site Zoning	RM-10
Site Owner	Maple Cove Partners, LLC
Site Date	10/15/2017
Site Status	Proposed
Site Notes	See attached site plan for details.

Off-Street Parking Calculations

Use	Requirement	Area	Spaces	Notes
Office	1 space per 100 sq. ft.	50,000 sq. ft.	500	
Residential	1 space per 1 unit	100 units	100	
Visitor	1 space per 100 sq. ft.	50,000 sq. ft.	500	
Handicap	1 space per 100 sq. ft.	50,000 sq. ft.	5	ADA Compliant
Total			1,105	

APPROXIMATE TOTAL AREA OF THE SITE

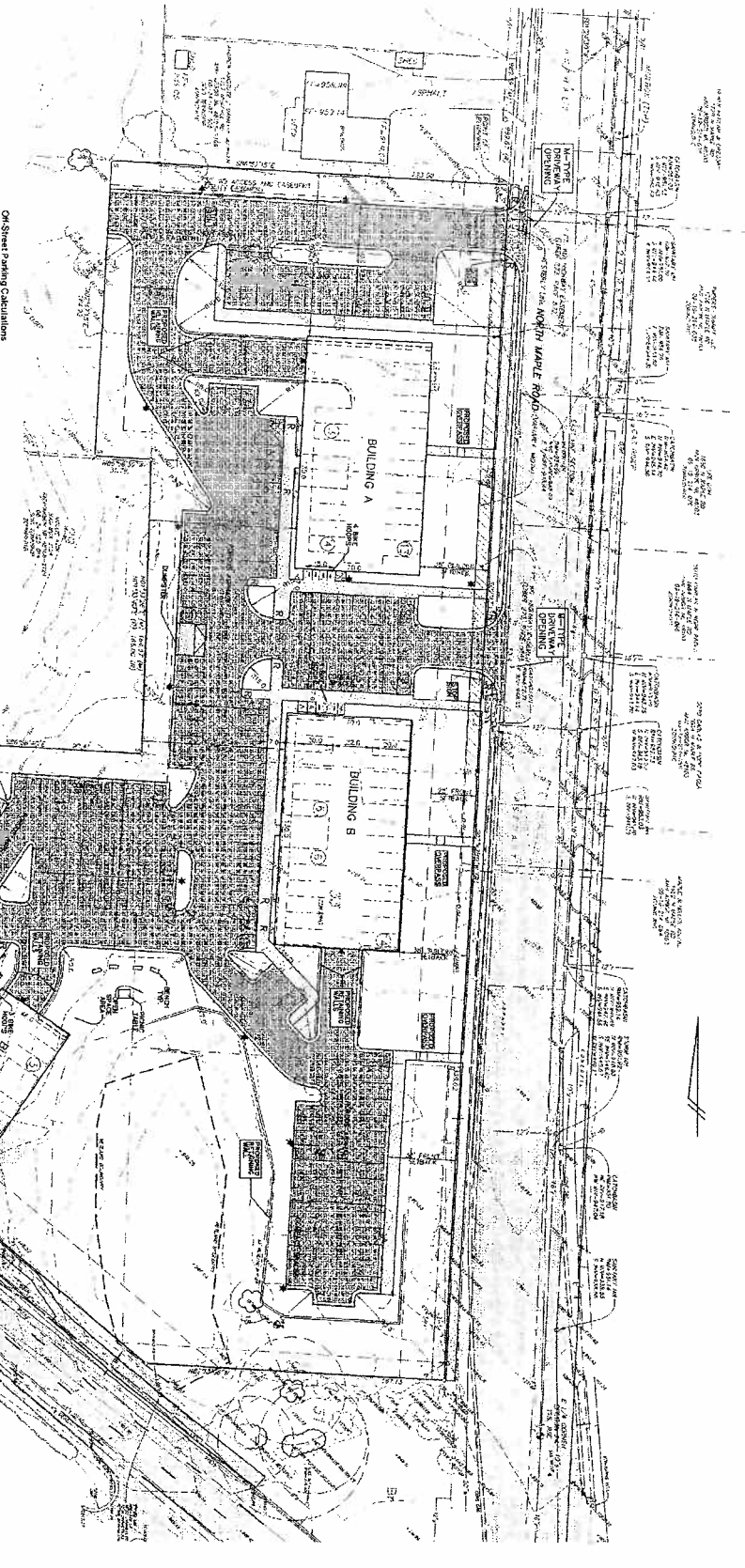
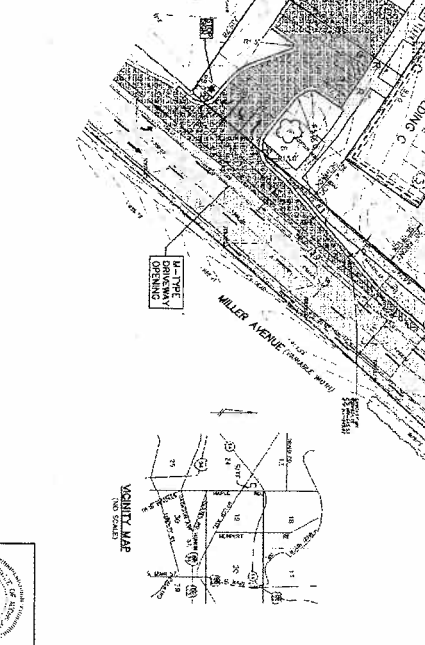
100,000 sq. ft.

APPROXIMATE TOTAL AREA OF THE BUILDING

50,000 sq. ft.

APPROXIMATE TOTAL AREA OF THE PARKING

1,105 spaces



DATE: 10/15/2017
JOB NO.: 17-001
DWS NO.: 2307-21E
FIELD BOOK: 587
FILE NO.: 2306/1700107

PROJECT
MAPLE COVE
OFFICE/RESIDENTIAL
COMPLEX

SHEET
SITE PLAN

CLIENT
MAPLE COVE
PARTNERS, LLC
4122 WILLOWCROFT LANE
ANN ARBOR, MI 48103
PH: (734) 934-9300
FAX: (734) 934-9808



ONSITE ENGINEERS
PLANNERS - SURVEYORS
LANDSCAPE ARCHITECTS

2020 G. LIBERTY RD.
ANN ARBOR, MI 48103
TEL: 734.764.8800
FAX: 734.764.8809
WWW.WASHTENAWENGINEERING.COM

MAPLE COVE DEVELOPMENT AGREEMENT

THIS AGREEMENT, made this number day of month, 2008, by and between the City of Ann Arbor, a Michigan Municipal Corporation, with principal address at 100 North Fifth Avenue, Ann Arbor, Michigan 48107, hereinafter called the CITY; and name of Proprietor, a fill in name of entity, with principal address at fill in complete mailing address w/zip code, additional entries as necessary including entity and address, hereinafter called the PROPRIETOR, witnesses that:

WHEREAS, the PROPRIETOR owns certain land in the City of Ann Arbor, described below and site planned as Maple Cove, and

WHEREAS, the PROPRIETOR has caused certain land in the City of Ann Arbor, described below to be surveyed, mapped and site planned as Maple Cove, 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 PROPRIETORS 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 and sanitary sewer mains, private storm water management systems, and sidewalks ("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.

(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, 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. The escrow agreement shall provide for delivery of the documents to the CITY solely upon the condition that the CITY has accepted the public "Improvements" to be conveyed by the easement.

(P-5) To install all water mains, storm sewers, and sanitary sewers 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 be included in a future special assessment district, along with other benefiting property, for the construction of additional improvements to Miller Avenue and/or North Maple Road such as street widening, storm sewers, curb and gutter, sidewalks, bike paths, street lights, and the planting of trees along Miller Avenue and/or North Maple Road frontage when such improvements are determined by the CITY to be necessary.

(P-7) 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-8) 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-9) Existing landmark 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 lot or unit. Existing landmark trees that are determined by the CITY to be dead, dying or severely damaged due to construction activity within three years after granting of

Certificate of Occupancy, shall be replaced by the PROPRIETOR as provided by Chapter 57 of the Ann Arbor City Code.

(P-10) 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-11) 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-12) 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-13) Prior to building permits being issued, to restrict, but not prohibit, by covenants and restrictions recorded with the Washtenaw County Register of Deeds, the use of lawn care chemicals and fertilizers in order to minimize the impacts on the Honey Creek watershed.

(P-14) Prior to the issuance of any permits, to submit to the CITY Public Services Area Systems Planning Unit for review and approval a Wetland Monitoring Plan, to implement the plan concurrently with construction of the site improvements, and to submit an annual report regarding implementation of the Wetland Monitoring Plan recommendations to the CITY following issuance of certificates of occupancy.

(P-15) That traffic mitigation measures in the Miller Avenue/North Maple Road intersection will be beneficial to the PROPRIETOR'S property and, therefore, to pay the CITY *approximately \$20,000.00* for its share of the cost for traffic mitigation measures, which may include, but are not limited to one or more of the following:

- a) Addition of a right turn lane for the northbound approach, and/or
- b) Converting the westbound right turn lane to a through lane and providing a receiving lane on the westbound leg, and/or
- d) Other less traditional measures, which will similarly mitigate excess traffic, flow at the intersection with similar benefit to the PROPRIETOR'S property by facilitating decreased use of automobiles and increased use of alternate modes of transportation. These measures may include, but are not limited to, park and ride lots, bicycle and pedestrian facilities, and transit improvements.

The PROPRIETOR(S) will pay to the CITY, within 90 days of written notice and reasonable documentation evidencing the cost of such traffic mitigation measures sent by the CITY to the PROPRIETOR at the address listed above.

The CITY has the right, in its sole discretion, to choose which traffic mitigation measures it will implement. However, the CITY agrees that it will not charge the PROPRIETOR for more than *8 percent of the total cost*, as set forth above, of the traffic mitigation measures the CITY finds necessary to address the impact of the PROPRIETOR'S development.

(P-16) 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-17) 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 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-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) Prior to application for and issuance of certificates of occupancy, to disconnect the required number of footing drains from the sanitary sewer system in accordance with the Guidelines for Completion of Footing Drain Disconnections, City of Ann Arbor - Development Offset-Mitigation Program (November 2005 edition, as amended). The PROPRIETOR, however, 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. CITY agrees to provide PROPRIETOR with a certificate of completion upon PROPRIETOR'S submittal of approved and final closed-out permits to the CITY Public Services Area.

(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 (have) 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 Maple Cove project.

(C-3) To use the *approximately \$20,000.00* as stated above contribution for traffic mitigation measures at the insert name of improvement as stated above.

(C-4) To provide timely and reasonable CITY inspections as may be required during construction.

(C-5) 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:

legal description(s) to be inserted here

(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
100 North Fifth Avenue
Ann Arbor, Michigan 48107

By:
John Hieftje, Mayor

By:
Jacqueline Beaudry, City Clerk

Approved as to Substance:

Roger W. Fraser, 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 _____, 2008, 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)
) ss:
County of Washtenaw)

On this _____ day of _____, 2008, 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) 994-2800