

## PLANNING AND DEVELOPMENT SERVICES STAFF REPORT

For Planning Commission Meeting of June 3, 2008

**SUBJECT: 601 Forest (University Village) Site Plan (Southeast corner of South University Avenue and Forest Avenue) File No. 9283H19.5**

### **PROPOSED CITY PLANNING COMMISSION MOTION**

The Ann Arbor City Planning Commission hereby recommends that the Mayor and City Council approve the 601 Forest Site Plan and Development Agreement, subject to providing adequate sanitary sewer capacity and to obtaining necessary variance.

### **STAFF RECOMMENDATION**

Staff recommends that the proposal be **approved** because it complies with all applicable local, state, and federal laws, ordinances, standards and regulations; would not cause a public or private nuisance; and would not have a detrimental effect on public health, safety or welfare.

### **LOCATION**

The site is located on the south side of South University Avenue and east side of Forest Avenue in downtown Ann Arbor (Central Area).

### **DESCRIPTION OF PETITION**

General Information – This project is proposed to be a 464,314-square foot, mixed-use building composed of two residential towers located directly along South University and Forest Avenue. A second-story central courtyard will be landscaped and contain various outdoor amenities for use by residents of the building. Two levels of underground parking containing 235 spaces and 24 additional surface parking spaces will be provided. The 24 surface parking spaces will be metered and designated for public short-term use in order to provide retail customer parking and drop-off and pick-up spots for the residents. The building will contain 342 apartment units with 1,142 bedrooms, 16,140 square feet of retail and 3,242 square feet of office uses.

The proposed project is on five parcels that will need to be combined to construct the project. There are five buildings on the associated parcels, ranging from a 39-unit apartment building to the Village Corner party store and the adjacent Campus Bicycle repair shop and laundromat. All existing buildings on the site will be demolished.

The project will be one building consisting of a two wings, one fronting South University (220 feet long) and one fronting Forest Avenue (250 feet long), and a central tower at the corner of these two streets. The building and all underground and surface parking will be constructed in one phase. The central tower at the corner will be 25 stories tall and will extend approximately 90 feet along South University and 160 feet along Forest. The building will then drop down to 20 stories for the remaining length along Forest and South University. The site will be accessed by one driveway on South University Avenue and one driveway on Forest Avenue. The driveway on South University Avenue will be used for access to the underground parking area only. The driveway on Forest Avenue will provide access to the 24 surface parking spaces and a loading

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zone. A sidewalk along this drive will be used for access to the resident bicycle parking. The bicycle parking will be located on the ground level in a fully enclosed structure underneath in the central courtyard in the southeast corner of the site. Only the residents, using a key card, will have access to the bicycle storage area which will be monitored by 24-hour security cameras. A total of 185 bicycle parking spaces will be provided, 151 within the enclosed structure.

The facility is designed as a student-life facility and will provide amenities to residents that include washers/dryers in apartments, common lounges, fitness center, café area, pool tables, computer center, quiet reading areas and outdoor raised terraces in the central courtyard.

All residential units will be accessed from the main lobby on Forest Avenue. There will be 24-hour security provided and key cards will be required for access to the residential floors as well as the second floor courtyard. Surveillance cameras will be installed and monitored by the security staff. Resident assistants will live on each floor and will monitor activity on each floor as well as offer assistance with rental applications, move in/move out days and social functions planned in the building.

Variations – One variance will be required for the driveway along Forest. The variance is for the drive opening along Forest Avenue leading to the solid waste facility and the entrance for the surface parking and loading area. City Code requires a maximum of 30-foot wide drive openings and the petitioner is requesting a variance of 9.7 feet in order to combine these drives and lessen the need for additional curb cuts along Forest. Staff supports the variance request.

Traffic Impact – A traffic impact report was conducted for this project by Midwestern Consulting (MCI) in January 2008. The City's Traffic Engineer has reviewed it and concluded that surrounding intersections and streets are expected to perform at acceptable levels.

Natural Features – There are four landmark trees on the site. All four will be removed for construction and mitigated as required by City Code. There are no other natural features on the site. There is one landmark tree located on the adjacent property which will not be removed, but will have approximately 50% of its critical root zone removed. As a result, the tree will be mitigated in case it does not survive construction activity.

Solid Waste – One covered and enclosed solid waste/recycling center is proposed on the ground floor with access to Forest Avenue.

Storm Water Detention – Storm water runoff from the site will be collected through two underground basins and a green roof collection system. All roofs and the central courtyard will be vegetated to the maximum extent possible to minimize runoff to the storm water collection system. All excess storm water that is not absorbed through green surfaces will be captured on site and then circulated and used for irrigation and toilet flushing. The storm water system is designed to be a zero-discharge site with no storm water entering the storm sewers from this site. The Washtenaw County Drain Commissioner has granted preliminary approval of the storm water system.

Height – No height limitation exists in Chapter 55 (Zoning Ordinance) for the C2A zoning district. The petitioner proposes to provide an FAR of 659.6 percent (usable) with premiums; 660 percent is allowed. The central tower is proposed to be 25 stories or 266 feet in height. The

'wings' of the building along South University and Forest are proposed to be 20 stories or 205 feet in height.

Community Meeting – The developer conducted a public forum for this project on March 5, 2008. The project developers, architects and approximately 50 neighborhood residents attended the meeting.

Brownfield – The developer is applying for consideration of Brownfield Act funding through the County. This application must be approved by City Council. Historical uses on the site have included a dry cleaner and a gas station. A limited Phase II environmental site assessment has indicated the presence of residual hazardous chemicals from both the dry cleaner and gas station.

LEED Certification - The goal of the developer is to obtain LEED silver certification and possibly LEED gold. The developer is planning to achieve the standards through various design elements and amenities offered. As noted earlier, the site is proposed to be zero-discharge with all storm water being absorbed by the green roofs or re-used for toilets or irrigation. All appliances and plumbing fixtures will be 'high-efficiency' to reduce the demand on electrical and water supplies. Recycled products will be used as much as feasible for construction materials. Materials from the demolished buildings will also be recycled. Indoor air quality will be monitored through a high efficiency individualized system that will include a Carbon Dioxide monitor. All apartments will have operable windows and the entire building will be a non-smoking environment.

### COMPARISON CHART

		EXISTING	PROPOSED	REQUIREMENTS
Zoning		C2A (Central Business District)	C2A	C2A
Gross Lot Area		70,390 sq/ft (1.6 acre)	70,390 sq/ft (1.6 acre)	No Minimum
Floor Area Ratio		75%	659%	660% (with residential premiums)
Setbacks	Front	Varies per multiple buildings	0 ft - Forest 0 ft – South University	None
	Rear	Varies per multiple buildings	4 ft	None
	Side(s)	Varies per multiple buildings	25 ft 6 in	24 ft 9 in *
Building Height		35 ft Max approx	266 ft 10 in and 204 ft 9 in	No Maximum
Parking – Automobiles		50 spaces	235 spaces (underground) 24 spaces (surface)	182 spaces MIN
Parking - Bicycles		NA	173 spaces – Class A 5 spaces – Class B 7 spaces – Class C	44 spaces MIN – Class A 3 spaces MIN – Class B 4 spaces MIN – Class C

\* Required setback equal to required setback in abutting residential zone (R2B [Two-Family Dwelling District]).

### SURROUNDING LAND USES AND ZONING

	LAND USE	ZONING
NORTH	Commercial	C2A (Central Business District)
EAST	Residential (Fraternity)	R2B (Two-Family and Student Housing)
SOUTH	Residential	C2A (Central Business District)
WEST	Commercial and Parking	C2A (Central Business District) and P (Parking)

### HISTORY

The buildings on the site were constructed between 1901 and 1965. In 2006, the five parcels that make up this site were rezoned from C1A, C1A/R and R4C to the C2A zoning designation. There are no site plans on file for any of the subject properties. The site is not located in an historic district.

### PLANNING BACKGROUND

The Downtown Plan (1988) includes guiding values such as diversity of land uses, diversity of users and pedestrian orientation. The project proposes ground floor retail and a number of pedestrian amenities, which helps foster a more pedestrian friendly environment. The proposed project will also provide higher density housing with mixed land uses and will use land efficiently.

Planning staff has had several meetings with the petitioner and their architects in order to accommodate as many of the recommendations of the draft downtown zoning and design amendments as possible. The petitioner has re-designed the building in order to address some concerns of staff. The proposed development is consistent with the A2D2 zoning recommendations in the following ways:

- Retail uses at street level
- Residential development in upper floors
- Environmental and energy-efficient design
- Below-grade parking and surface parking behind street-level uses
- Enclosed bicycle parking

### DEPARTMENT COMMENTS

Planning – Staff supports the project because of the emphasis on environmental sustainability and providing high quality student housing, the proposed mixture of uses and pedestrian orientation. However, staff would like more detail presented to the Planning Commission on the proposed elevations as well as exterior building materials that will be used. Staff encourages the petitioner to continue negotiations with the Downtown Development Authority (DDA) for streetscape improvements and replacement of the short-term parking spaces.

The Downtown Plan, adopted in 1988, calls for land uses and development patterns that complement the pedestrian scale and orientation of retail districts, encourage ground level retail use in existing retail areas, provide additional downtown housing and locate parking in structures. The Plan contains few specific recommendations for the South University area.

As a result of the recent Downtown Development Strategies project and the Ann Arbor Discovering Downtown (A2D2) initiative, amendments to the Downtown Plan are now under review. The draft amendments identify the South University area as a "Core" area, in which the downtown's highest density development and tallest buildings should be encouraged. The draft amendments also recommend that new development be subject to context-based design review as part of the site plan review process.


Downtown zoning and design amendments to implement the recommendations of the A2D2 initiative are currently under consideration by the Planning Commission. The draft amendments propose to include this site in the D1 Downtown Core base zoning district and the South University character overlay district. The site would also continue to be located in the Special Parking District

A draft development agreement has been drafted for this project. It will link the building elevations and materials presented during site plan review to the materials used in final construction.

Fire - Hydrant coverage and site access is adequate. The fire command center is in an acceptable location.

Public Services (Engineering) – Staff supports the proposed variance for driveway opening width that does not comply with Chapter 47 (Off-Street Parking Ordinance). A new sanitary sewer capacity analysis, based on the proposed project, must be performed to determine what, if any, capacity upgrades are necessary. The sanitary sewer mitigation calculations were reviewed and approved: 62 footing drain disconnections must be completed. Additionally, the existing water main currently fronting the site may not be adequately sized to serve the proposed project. City staff is conducting further review. Upsizing the existing water main may be required to adequately support the project density. The petitioner has indicated they will comply with all improvements necessary to adequately serve the site and comply with City Code requirements.

Downtown Development Authority – The DDA does not support the removal of eight short-term on-street metered parking spaces. The DDA is currently working with the petitioner on the possibility of an agreement for installation and enforcement of parking meters for the 24 short-term parking spaces on the ground floor of the building.

Prepared by Matt Kowalski  
Reviewed by Connie Pulcifer and Mark Lloyd   
jsj/5/29/08

Attachments: Parcel/Zoning Map  
Aerial Photo  
Draft Development Agreement  
Site Plan  
Elevations

601 Forest  
Page 6

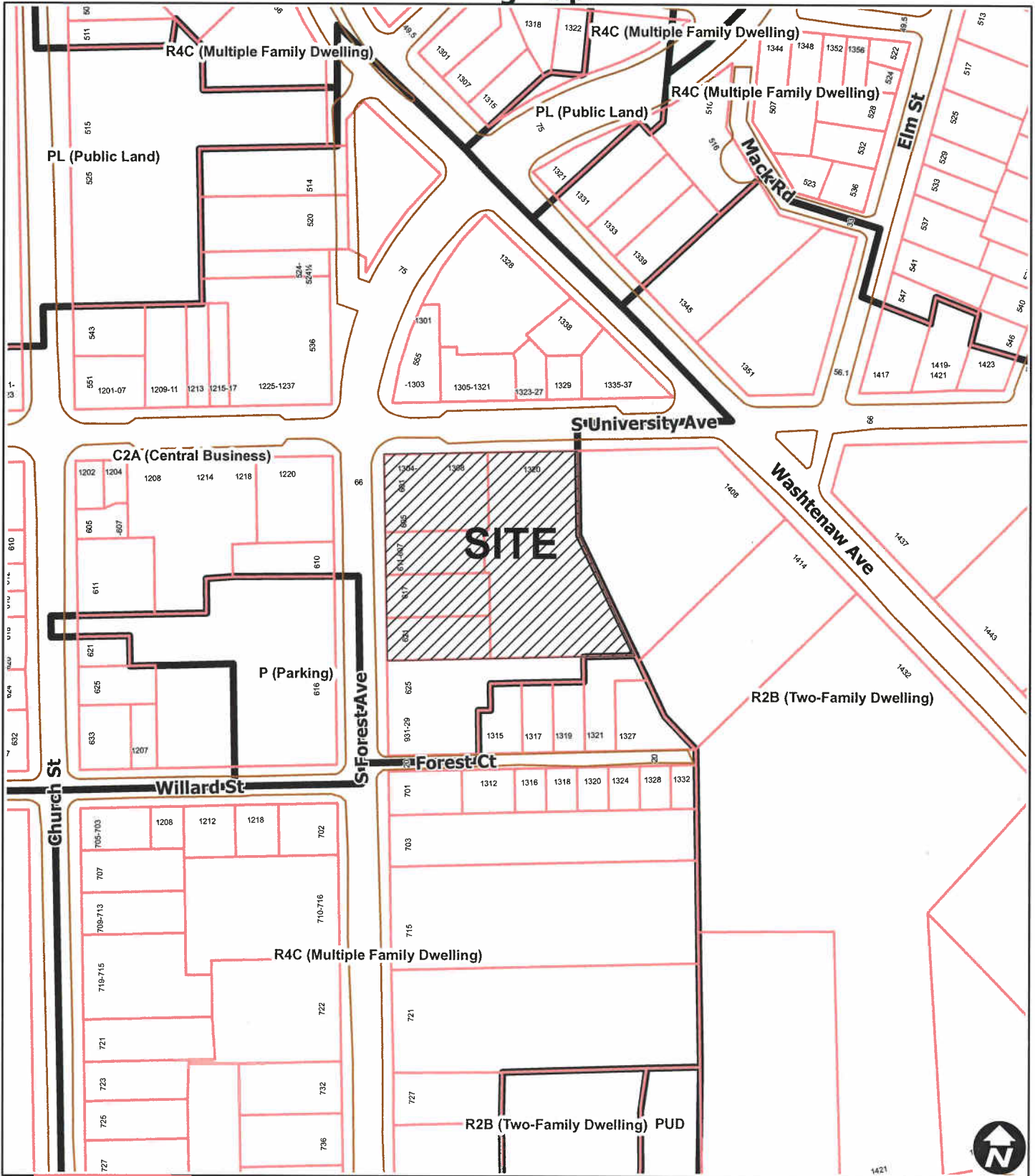
c:     Developer:   Hughes Properties  
                          30100 Telegraph, Suite 220  
                          Birmingham, MI 48025

                          Omena Real Estate Investments  
                          225 South Ashley Street  
                          Ann Arbor, MI 48104

          Architect:   VOA Associates  
                          224 South Michigan Avenue, Suite 1400  
                          Chicago, IL 60604

City Attorney  
Downtown Development Authority  
Systems Planning  
File No. 9283H19.5

# 601 Forest Zoning Map



**Map Legend**

- City Boundary
- Railroads
- Edge Of Pavement
- Parcels

0 125 250 500 Feet



Maps available online:

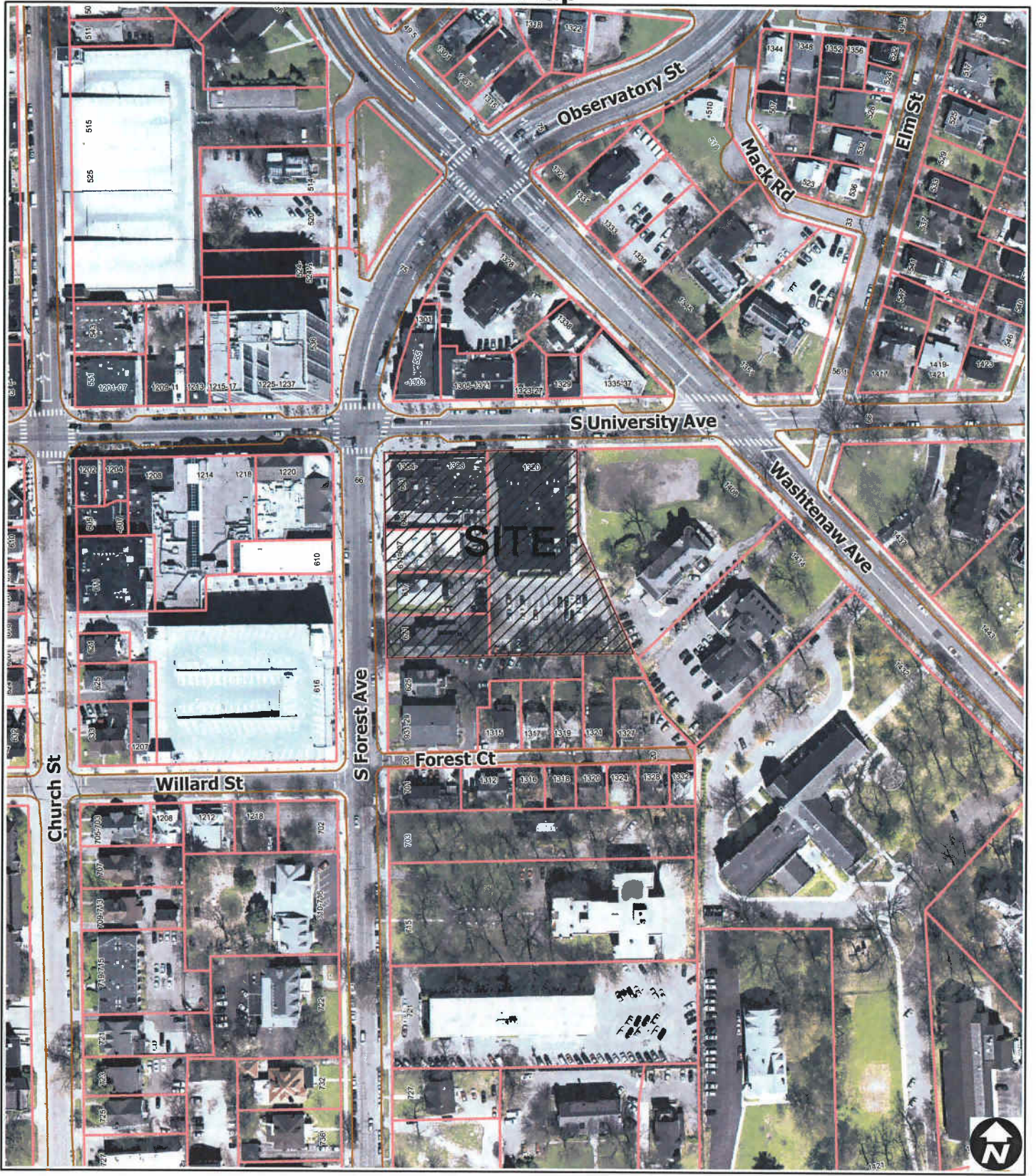
<http://gisweb.ewashtenaw.org/website/mapwashtenaw/>

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# 601 Forest Aerial Map



**Map Legend**

- City Boundary
- Railroads
- Edge Of Pavement
- Parcels

0 125 250 500 Feet



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

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## 601 FOREST DEVELOPMENT AGREEMENT

THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 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 University Village-Ann Arbor, LLC, a Michigan limited liability corporation, with principal address at 30100 Telegraph Road, Suite 220, Birmingham, Michigan 48025, hereinafter called the PROPRIETOR, witnesses that:

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

WHEREAS, the PROPRIETOR has caused certain land in the City of Ann Arbor, described below to be surveyed, mapped and site planned as University Village, 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 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, 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 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 Improvement 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 South University Avenue and Forest Street, such as street widening, storm sewers, curb and gutter, sidewalks, bike paths, street lights, and the planting of trees along South University Avenue and Forest Street, 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 and 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, shall be replaced by the PROPRIETOR as provided by Chapter 57 of the Ann Arbor City Code.

(P-10) For the benefit of the residents of the PROPRIETOR'S development, to make a park contribution of \$\_\_\_\_\_ to the CITY Parks and Recreation Services Unit prior to the issuance of building permits for improvements to \_\_\_\_\_.

(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 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-13) After construction of the private on-site 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, as appropriate, fails to maintain any portion of the 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 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 if the PROPRIETOR does not complete the work, as appropriate, within the time set forth in the notice.

(P-14) 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-15) 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-16) 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-17) 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-18) Prior to application for and issuance of certificates of occupancy, to disconnect 62 footing drains, which is based upon the following land uses within the development: restaurant seating - \_\_\_\_\_ seats; dry store - \_\_\_\_\_ square feet; non-medical office - \_\_\_\_\_ square feet; wet store with no food - \_\_\_\_\_ square feet; and apartment units - \_\_\_\_\_ units at 1,200 square feet or larger, as defined by Guidelines for Completion

of Footing Drain Disconnections, Table A, and adopted by City Council, August 18, 2003 and revised November 30, 2005. PROPRIETOR further agrees to limit land uses to the maximum capacity and square footage per use stated above. 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-19) To obtain the highest level of LEED certification for the building through the use of high efficiency appliances, equipment, and re-use of storm water for zero-discharge to the CITY storm system.

(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. *(or against that portion of the cost of the work)*

(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 601 Forest Site Plan.

(C-2) To use the park contribution described above for improvements to the

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(C-3) To provide timely and reasonable CITY inspections as may be required during construction.

(C-4) 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:

Beginning at the Northwest corner of Lot 73, Ransom S. Smith's Second Addition to the City of Ann Arbor, Washtenaw County, Michigan, as recorded in Liber 42 of Deeds, page 446, Washtenaw County Records; thence due east 247.50 feet along the Southerly line of South University Avenue; thence S 00°24'01" W 115.23 feet parallel with the Easterly line of Forest Avenue and along the East line of Miranda A. Lukin's land to the South line of South University Avenue; thence S 22°54'34" E 162.63 feet along the West line of Porter's land to a point; thence N 89°52'33" W 311.85 feet along the South line of Lot 2, Block V of said R.S. Smith's Second Addition, thence N 00°24'01" E 264.35 feet along the Easterly line of Forest Avenue to the Place of Beginning, containing 70,307.88 square feet or 1.61 acres of land.

(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:

\_\_\_\_\_

University Village-Ann Arbor, LLC  
a Michigan limited liability corporation  
30100 Telegraph Road, Suite 200  
Birmingham, Michigan 48025

By: \_\_\_\_\_  
Hughes Forest Investments, LLC  
It's Manager  
Ronald L. Hughes, Trust

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.

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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 Ronald L. Hughes, Hughes Forest Investments LLC, 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



PROJECT: 601 FOREST  
 CLIENT: GREEN URBAN LIVING  
 ARCHITECT: VOA ASSOCIATES INCORPORATED  
 DATE: 03/25/18  
 SHEET NO.: 28884-01

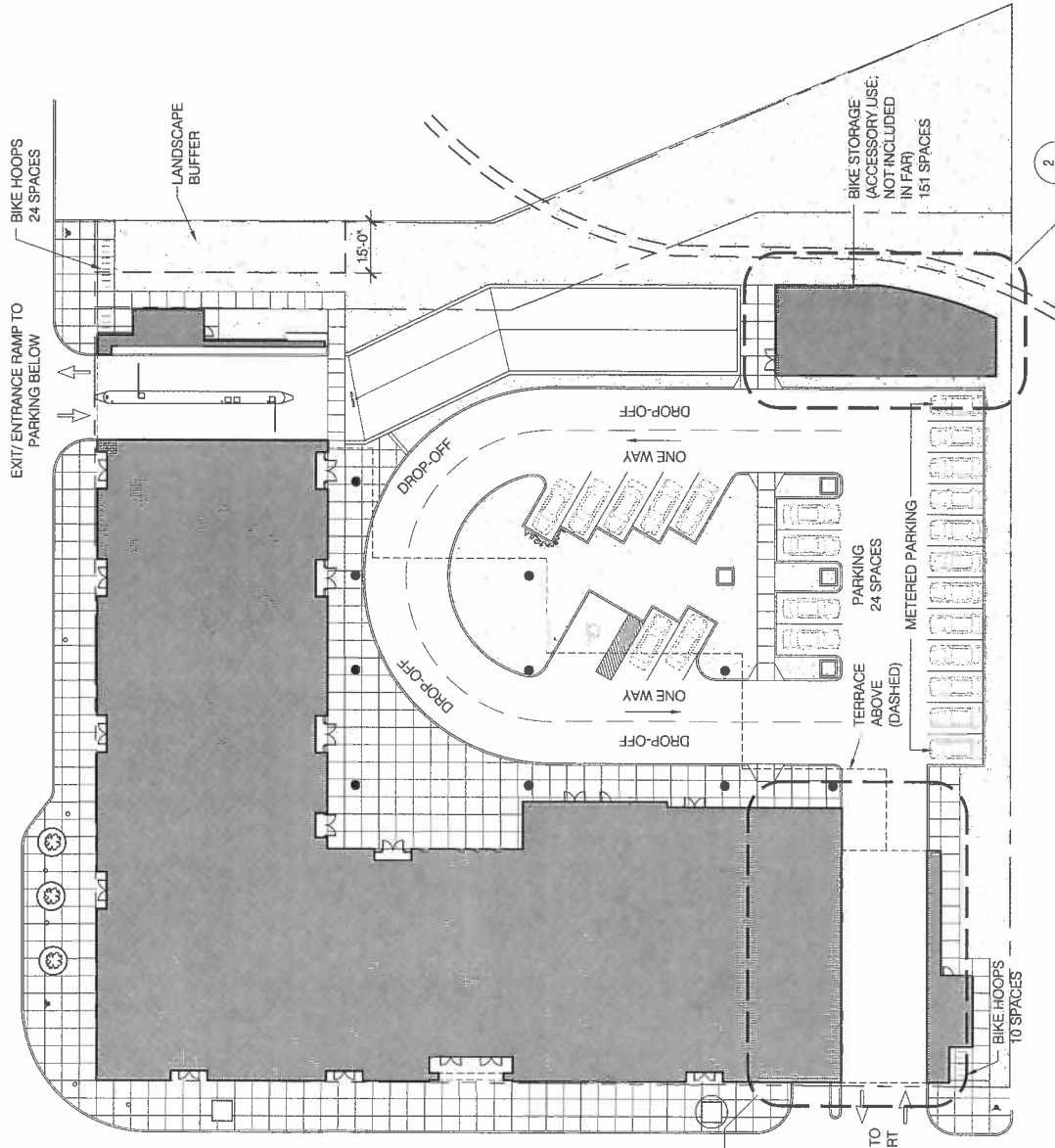
NOT FOR CONSTRUCTION

**LEGEND**

	PAVED SURFACE
	LANDSCAPED SURFACE

S. UNIVERSITY

S. FOREST



2  
AA

1  
AA

**601 FOREST**  
 Green Urban Living  
 ANEMIA REAL ESTATE INVESTMENTS  
 S. University Avenue, S. S. Forest Avenue  
 Ann Arbor, Michigan

**FIRST FLOOR PLAN**

DRAWN BY:	SC/DFH/E
CHECKED BY:	M/S
SCALE:	1/16" = 1'-0"
DATE:	03/25/18
PROJECT NO.:	28884-01

SHEET NO. **A3**

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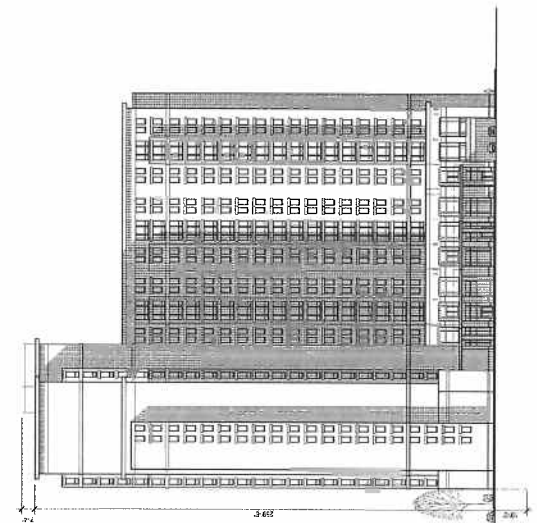
NO.	DESCRIPTION	DATE
01	SITE SUBMITTAL - REVISED	03.20.08
02	SITE SUBMITTAL	04.22.08

**601 FOREST**  
 Green Urban Living  
 HUGHES PROPERTIES &  
 OMEGA REAL ESTATE INVESTMENTS  
 S. University Avenue & S. Forest Avenue  
 Ann Arbor, Michigan

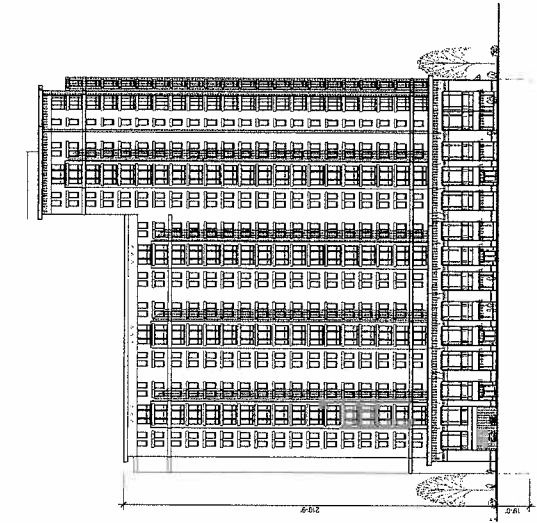
**EXTERIOR ELEVATIONS**

DRAWN BY: RUTH MS  
 CHECKED BY: AS NOTED  
 SCALE: AS NOTED  
 SHEET DATE: 03.25.08  
 PROJECT NO.: 26884-00

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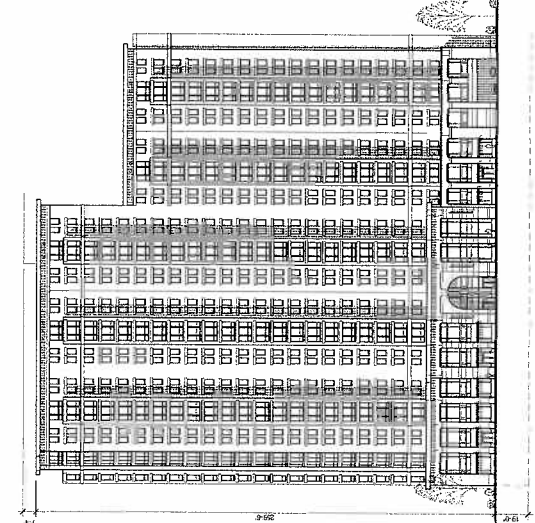


**1 SOUTH MASSING ELEVATION**  
 SCALE: 1/32" = 1'-0"

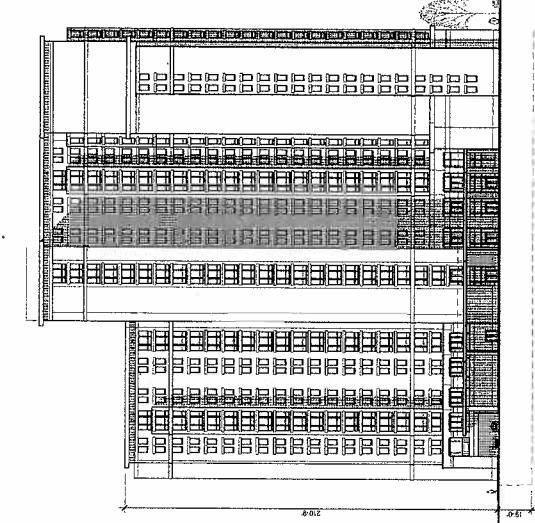


**3 NORTH MASSING ELEVATION**  
 SCALE: 1/32" = 1'-0"

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**2 WEST MASSING ELEVATION**  
 SCALE: 1/32" = 1'-0"



**4 EAST MASSING ELEVATION**  
 SCALE: 1/32" = 1'-0"