

ANN ARBOR PLANNING DEPARTMENT STAFF REPORT

For Planning Commission Meeting of February 4, 2020

**SUBJECT: The Garnet – PUD Zoning & PUD Site Plan for City Council Approval
(325 East Summit)
Project Nos. Z19-021, SP19-045**

PROPOSED CITY PLANNING COMMISSION MOTION

The Ann Arbor City Planning Commission hereby recommends that the Mayor and City Council approve The Garnet Planned Unit Development (PUD) Zoning District and Supplemental Regulations, PUD Site Plan, and Development Agreement.

STAFF RECOMMENDATION:

Staff recommends that The Garnet PUD Zoning District and Supplemental Regulations be **denied** because the uses, physical characteristics, design features, and amenities proposed do not provide a beneficial effect to the City to the extent required by City Code. The benefits that are provided could be accomplished under the C1A zoning district.

Staff recommends that The Garnet PUD Site Plan and Development Agreement be **denied** because the proposed PUD Zoning District and Supplemental Regulations do not meet the intent of a PUD zoning district.

LOCATION:

This site is located on East Summit at the corner of Broadway Street (which is a continuation of Beakes). It is one block east of North Fifth Avenue, and one parcel south of Depot Street.

PROJECT SUMMARY:

The petitioner seeks to rezone from C1B (Community Convenience Center) to PUD (Planned Unit Development) to allow development of a 16,790 square foot, four-story residential condominium building over 11 parking spaces in a ground-floor-entry parking garage. A driveway from the public alley on the west side of the site leads into the garage and solid waste/recycling storage area. The proposed FAR is 196%.



A citizen participation meeting was held on November 6, 2019 at the Graduate Hotel, 615 E. Huron. Invitations were sent to all residents and property owners within 1,000 feet of the site. A [meeting report](#) is attached.

HISTORY:

On September 16, 2019 the Ann Arbor City Council denied zoning and site plan petitions for this project. The zoning request was to change the zoning from C1B (Campus Convenience Center) to C1A (Campus Business District) with conditions that would allow a 65-foot tall building and maximum floor area ratio of 199%. The site plan was for the same building proposed in this petition.

Sanborn maps show this site and the two lots to the north as a gas, coke, coal, and ammonia storage site from 1888 (earliest map) to 1899. By 1908, all but an aboveground 38,000 cubic foot iron gas tank had been removed, and the existing house and the barn to the north had been built. The tank was removed by 1916.

REZONING ANALYSIS:

Required Information. Changes to the text or map of the Unified Development Code (Chapter 55 of the Ann Arbor City Code) may be made pursuant to Sections 5.29.9 and 5.29.10. To assist the Planning Commission and City Council with their decision, applicants provide a [PUD Zoning District Application](#) and [PUD Development Program](#) with justifications in support of the request. The petition addresses:

- The current zoning and history of the site.
- The objective, purpose, and beneficial effect of the PUD for the city.
- Why this beneficial effect cannot be achieved under any other zoning.
- Why the uses proposed will not have a detrimental effect on public utilities and surrounding properties.
- How the proposed PUD is consistent with the Master Plan Land Use Element recommendation.
- Vehicular and pedestrian circulation.
- Disturbances to natural or historical features and why this disturbance is necessary.
- Proposed modifications to the City Code.

Affordable housing is required as part of any residential PUD petition that includes housing density above what is permitted under the existing zoning. The formula for the required amount is listed in Chapter 55 (Unified Development Code). This petition exceeds the base density (0 units/acre for commercial) by over 25%, which requires a minimum of 15% of the total units be dedicated as affordable or a contribution in lieu of units of \$279,078.

Beneficial effects are required by City Code section 5.29.10.F Standards for PUD Zoning District Review. This section describes and gives examples of required beneficial effects that warrant PUD zoning:

1. The use(s), physical characteristics, design features, or amenities proposed shall have a beneficial effect for the City, in terms of public health, safety, welfare, aesthetics, or convenience, or any combination of those impacts, on present and potential surrounding land uses. The beneficial effects for the City that warrant the zoning include, but are not limited to, features such as:

- a. Innovation in land use and variety in design, layout and type of Structures that furthers the stated design goals and physical character of adopted land use plans and policies.
- b. Economy and efficiency of land use, natural resources, energy, and provision of public services and utilities.
- c. Provision of Open Space.
- d. Preservation and protection of Natural Features that exceeds the requirements of this chapter, especially for those features prioritized in this chapter as being of highest concern, or that preserves existing conditions instead of merely providing mitigation.
- e. Employment and shopping opportunities particularly suited to the needs of the residents of the City.
- f. Expansion of the supply of Affordable Housing Dwelling Units.
- g. The use and reuse of existing Sites and Buildings that contributes to the desired character and form of an established neighborhood.

As condensed into the Supplemental Regulations, this PUD zoning petition says the district provides:

- Redevelopment of an under-utilized parcel consistent with residential densities in the areas adjacent to Downtown Ann Arbor providing better utilization of limited resources and infrastructure;
- Permitting a more efficient use of the subject property and providing moderate density residential uses within walking distance to the urban core of Ann Arbor;
- Reduction in the need for vehicular transportation and Downtown Ann Arbor parking. The site offers its residents multiple emission-reducing transportation alternatives to nearby places of employment (e.g. the university, the medical complex or downtown), as well as, central city shopping/working/entertainment venues like Kerrytown and the Farmer's market.
- Environmental remediation of the subject property, estimated to cost between \$200,000-\$300,000;
- Significant improvement to the on-site storm water management and reduction of the heat-island effect, while offsetting greenhouse gas emissions associated with the building proper through the installation of a green roof on the building; and
- Including either Affordable Housing or a fee in lieu of the same.

The Current Zoning is C1B (Community Convenience Center). Permitted principal uses allowed include residential, religious assembly, day care centers, schools, hotel, retail, restaurants, office, and medical/dental. The district is intended to primarily serve the needs of the surrounding community. This means the surrounding neighborhood but could also include a larger service area.

Proposed Supplemental Regulations were drafted to allow the following changes to the current configuration of the site:

- Front setbacks of 10 feet on the East Summit front and 7 feet on the Broadway front. (The current zoning requires 10 feet minimum and 25 feet maximum.)
- Maximum building height is 65 feet and shall not exceed an altitude of 850.00 feet above sea level. Maximum four stories. Mechanical equipment, chimneys, elevator penthouses,

solar panels, and similar may extend up to 10 feet above the maximum building height. (Current zoning has a maximum of 4 stories/50 feet.)

- 200% maximum floor area ratio. (Current zoning has a maximum of 150% FAR.)

In the supplemental regs, these regulations match or exceed the current zoning:

- Side (north) setback of zero feet.
- Rear (west) setback of zero feet.
- Multiple-Family Residential use.
- Lot size of 8,571 square feet. (Currently 3,000 sf minimum.)
- Parking: a minimum of 11 parking spaces for vehicles and 18 spaces for bicycles shall be located beneath the building. (Current zoning requires one space per residential unit and 1 bicycle parking space per 5 residential units at 30% class A and 70% class C.)

SITE PLAN:

Existing Conditions – The 8,571 square foot site consists of one lot which contains a 2,500 square foot single-family home.

Proposed Development – The proposed site plan is for a 16,790 square foot, four-story residential condominium building over 11 parking spaces in a ground-floor-entry parking garage. A driveway from the public alley on the west side of the site leads into the garage and solid waste/recycling storage area. The proposed FAR is 196%. The site plan is divided into two parts, a [civil plan set](#) and an [architectural plan set](#).

Other development details include:

- Dwelling Units – The proposed site plan provides 10 dwelling units. The number of dwelling units is not specified in the Supplemental Regulations. Therefore, the number of dwelling units may increase or decrease at the developer's discretion as long as the size and shape of the building does not change.
- Landmark Trees – There are two landmark trees on the site. An 18" honey locust is to be protected, while the other, a 16" honey locust, is to be removed. Mitigation will be provided for the tree to be removed.
- Storm Water Management – Storm water management for the first flush volume is required. Storm water will be captured by a green roof with a minimum size of 3,075 square feet that will cover much of the building's roof. Infiltration is not proposed on the site because of known soil contamination.
- Parkland Contribution – The PROS Plan suggests a formula that equates to a contribution of \$625 per dwelling unit in order to maintain the current ratio of acres of parkland per dwelling unit in the City. For 10 dwelling units, the requested contribution would be \$6,250.00, which the petitioner has agreed to contribute.

COMPARISON CHART:

	EXISTING	EXISTING REQUIRED	PROPOSED
ZONING	C1B	n/a	PUD
USES	Office	n/a	Residential
NUMBER OF UNITS	n/a	n/a	10
BUILDING			
EXISTING BUILDINGS	2,500 sf	n/a	n/a
USABLE SQUARE FOOTAGE	2,500 sf	n/a	16,790 sf
PROPERTY REGULATIONS			
LOT AREA MIN	8,571 sf	3,000 sf	8,571 sf
LOT WIDTH MIN	77.42 ft	20.00 ft	77.42 ft
BUILDING HEIGHT AVE	25 ft	4 stories/50 ft	56 ft 6.75 in
USABLE FLOOR AREA (FAR) MAX	29%	150%	196%
PROPERTY SETBACKS			
FRONT SUMMIT	9.26 ft	10 ft to 25 ft	10.30 ft
FRONT BROADWAY	63.40 ft	10 ft to 25 ft	7.18 ft
SIDE NORTH	19.71 ft	None	0.31 ft
SIDE WEST	1.00 ft	None	0.01 ft
OFF STREET PARKING			
PARKING:			
1 SPACE PER UNIT RESIDENTIAL 1/333 sf to 1/250 sf OFFICE	6	7.5	11
BICYCLE PARKING			
1 PER 5 UNITS RESIDENTIAL 1/3000 sf OFFICE	0	0 Total 30%A, 70% C	7A / 12B / 4C

LAND USE ANALYSIS (SURROUNDING LAND USES AND ZONING):

	LAND USE	ZONING
NORTH	Commercial & Multiple-Family Residential	C1B (Community Convenience Center)
EAST	Single- & Multiple-Family Residential	R4C (Multiple-Family Dwelling)
SOUTH	Single- & Multiple-Family Residential	R4C (Multiple-Family Dwelling)
WEST	Commercial & Office	C1B (Community Convenience Center)

CITY MASTER PLAN AND FUTURE DEVELOPMENT:

City Master Plan – The Land Use Element (2009) recommends a future land use of Commercial-Office for this block.

Concerning the floodplain and possible future development on this block, if the project to punch a hole in the railroad embankment near Depot Street goes through, the block bounded by North Fifth Avenue, Depot Street, Broadway, and East Summit will no longer be in the floodplain. The Garnet site is not currently in the mapped floodplain, but the parcels to the west on this block are.

SERVICE UNIT COMMENTS:

The site plan and application materials were reviewed by staff from the Planning, Fire Marshal, Forestry/Natural Resources, Park Planning, Engineering, Recycling/Solid Waste, Land Development, GIS, and Transportation units. The zoning application was reviewed by staff from Planning, Fire Marshal, Engineering, GIS, and Transportation.

Planning – Site Plan: The proposed PUD site plan meets all applicable development standards for the proposed PUD zoning district.

PUD Zoning: Staff believes the proposal does not meet the first of the Standards for PUD Zoning District Review, which requires a beneficial effect for the City that cannot be achieved in any other zoning designation. While the project has merits (moderate density, walkability, environmental remediation) and is an appropriate scale and use for the site, it does not provide the innovation, efficiency, open space, natural features, employment and shopping, affordable housing (beyond the minimum required to apply for a PUD) or reuse of buildings specified in 5.29.10.F. The project has the potential to provide additional affordable housing in order to meet this PUD standard.

The benefits described by the applicant could be achieved in the C1A zoning district. City Council denied the previous application for this project, which would have rezoned the property to C1A with conditions, in September of 2019.

Land Development – Because there is known contamination on the site, a paragraph has been added to the development agreement to allow City staff to request analytical results of water discharged by the building's sump pump. If contamination is found, the City may require the project developers or condominium association to disconnect the sump pump from the City storm sewer system, filter the water, and/or other remedial actions.

Parks – The petitioner has agreed to make the requested parks contribution of \$6,250. It will be used to improve nearby parks such as Wheeler Park, North Main Park, or the Farmer's Market.

Prepared by Jill Thacher
Reviewed by Brett Lenart
2/4/20

Attachments: Zoning Map
Aerial Photo
Draft Development Agreement
Draft Supplemental Regulations

References: [Civil Plan Set](#)
[Architectural Plan Set.](#)
[Citizen Participation Report](#)

c: Petitioner – 325 E Summit Condos, LLC
Petitioner's Agent – Macon Engineering LLC (Kathy Keinath)
Project No. SP19-045, Z19-021

325 E Summit St



Zoning Districts


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



Map date: 1/15/2020
 Any aerial imagery is circa 2018 unless otherwise noted
 Terms of use: www.a2gov.org/terms

325 E Summit St



 Railroads
 Tax Parcels



Map date: 1/15/2020
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325 E Summit St



 Railroads
 Tax Parcels



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THE GARNET PUD 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 325 E Summit Condos, LLC, a Limited Liability Company, with principal address at 345 Glenwood St., Ann Arbor, MI 48103, hereinafter called the DEVELOPER, witnesses that:

WHEREAS, the DEVELOPER owns certain land in the City of Ann Arbor, described below and site planned as The Garnet PUD, and

WHEREAS, the DEVELOPER has caused certain land in the City of Ann Arbor, described below to be surveyed, mapped and site planned as The Garnet PUD, and desires site plan approval by City Council and development agreement approval thereof, and

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

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

THE DEVELOPER(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 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 DEVELOPER fails to construct the Improvements, the CITY may send notice via first class mail to the DEVELOPER 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 DEVELOPER, if the DEVELOPER 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 DEVELOPER'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 indemnify, defend 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 DEVELOPER, 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-6) 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 additional 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-7) Existing street trees shown on the site plan as trees to be saved shall be maintained by the DEVELOPER in good condition for a minimum of three years after granting of Certificate of Occupancy. Existing street 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 DEVELOPER as provided by Chapter 57 of the Ann Arbor City Code.

(P-8) For the benefit of the residents of the DEVELOPER'S development, to make a park contribution of \$6,250 to the CITY Parks and Recreation Services Unit prior to the issuance of certificates of occupancy for Improvements to Wheeler Park, North Main Park, or the Farmers Market.

(P-9) 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 DEVELOPER 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 DEVELOPER one year after the date of acceptance by the CITY.

(P-10) To create an association composed of all owners of The Garnet PUD condominium, hereinafter called the "Association", in which membership shall be required by covenants and restrictions recorded as part of the master deed for The Garnet PUD. The association(s) shall be responsible for and shall execute the appropriate documents insuring perpetual maintenance and ownership of the landscape materials, driveways, on-site storm water management system, and all other common elements.

(P-11) To construct, repair and/or adequately maintain on-site storm water management system. If the DEVELOPER fails to construct, repair and/or maintain the private storm water management system, the CITY may send notice via first class mail to the DEVELOPER 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 DEVELOPER if the DEVELOPER 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 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 DEVELOPER or Association, as appropriate, fails to maintain any portion of the system, the CITY may send notice via first class mail to the DEVELOPER, 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 DEVELOPER or Association if the DEVELOPER 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 DEVELOPER in the master deed.

(P-13) 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-14) The Proprietor shall provide, upon request by city staff, analytical results of water discharged by the sump pump. City staff are to witness the collection of the sample and will provide a list of testing parameters. The parameters may include: BTEX, SVOC's, Arsenic, Barium, Cadmium, Chromium, Copper, Lead, Manganese, Mercury, Selenium, Silver, Zinc, available Cyanide, and ammonia. Testing results are to be provided to the City Public Services Area. If at any point, sampling results show the presence of contamination, one or more of the following actions may be required: (a) disconnection of the sump discharge from the city storm sewer system, (b) routing the sump pump discharge to an alternative location, (c) the installation of an appropriate filtration system, designed to handle to constitute(s) found during sampling.

(P-15) 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-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, DEVELOPER 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 DEVELOPER proposes any substantive changes to the approved building elevations, setbacks, aesthetics, or materials, that those changes be brought back to the City Council for consideration. The DEVELOPER 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) For the benefit of the residents of the City of Ann Arbor, the DEVELOPER shall make a contribution of \$279,078 to the Ann Arbor Affordable Housing Fund prior to the issuance of certificates of occupancy.

(P-20) DEVELOPER 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 DEVELOPER has (have) legal authority and capacity to enter into this Agreement for DEVELOPER.

(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 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 DEVELOPER complies with the approved site plan and/or the terms and conditions of the approved Agreement. The DEVELOPER 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 Agreement.

(P-22) In addition to any other remedy set forth in this Agreement or in law or equity, if DEVELOPER 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 Garnet PUD Site Plan.

(C-2) To use the park contribution described above for Improvements to Wheeler Park, North Main Park, or the Farmers Market.

(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 DEVELOPER 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 DEVELOPER, as set forth above in this Agreement and in the approved site plan, shall be binding on any successors and assigns in ownership of the following described parcel:

City of Ann Arbor, Washtenaw County, Michigan

*LOTS 2, 4 & 6 BLK 8 MAP OF ORMSBY & PAGES ADDN
09-09-20-415-003*

(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 DEVELOPER, 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 DEVELOPER in writing that the DEVELOPER has satisfactorily corrected the item(s) the DEVELOPER 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. DEVELOPER submits to the personal jurisdiction of any competent court in Washtenaw County, Michigan, for any action arising out of this Agreement. DEVELOPER also agrees that no action will be commenced against the City

because of any matter arising out of this Agreement in any courts other than those in the County of Washtenaw, State of Michigan, unless original jurisdiction can be established in the United States District Court for the Eastern District of Michigan, Southern Division, the Michigan Supreme Court, or the Michigan Court of Appeals.

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 S. Lazarus, City Administrator

Approved as to Form:

Stephen K. Postema, City Attorney

ENTITY NAME

By: _____
Name, Title

STATE OF MICHIGAN)
) ss:
County of Washtenaw)

The foregoing instrument was acknowledged before me this _____ day of _____, 201__
 by Christopher Taylor, Mayor, and Jacqueline Beaudry, Clerk of the City of Ann Arbor, a Michigan
 municipal corporation, on behalf of the corporation.

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

STATE OF _____)
) ss:
 County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 201__
 by _____, _____ of _____-, a
 _____, on behalf of the _____.

 NOTARY PUBLIC
 County of _____, State of _____
 My Commission Expires: _____
 Acting in the County of _____

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

**THE GARNET PUD SUPPLEMENTAL REGULATIONS
City of Ann Arbor, Michigan**

Section 1: Purpose

It is the purpose of City Council in adopting these regulations to provide for the comprehensive development of a 0.2-acre parcel, in a manner that is compatible with the existing single- and multiple-family neighborhood to the south, and commercial areas to the west and north. These regulations seek to promote development of a desirable use arranged in an innovative and efficient manner that advances the City's land use plans and policies, 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 ("Property"):

LOTS 2, 4 & 6 BLK 8 MAP OF ORMSBY & PAGES ADDN

Otherwise known as 325 E Summit St, Ann Arbor, MI 48104. Parcel No. 09-09-20-415-003

Further, the provisions of these regulations shall be adopted and incorporated into The Garnet Planned Unit Development 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 and Analysis

During the citizen participation phase of this rezoning, the petitioner has determined that:

- (A) The PUD zoning provides:
 - Redevelopment of an under underutilized parcel consistent with residential densities in the areas adjacent to Downtown Ann Arbor providing better utilization of limited resources and infrastructure;

- Permitting a more efficient use of the subject property and providing moderate density residential uses within walking distance to the urban core of Ann Arbor;
 - Reduction in the need for vehicular transportation and Downtown Ann Arbor parking. The site offers its residents multiple emission-reducing transportation alternatives to nearby places of employment (e.g. the university, the medical complex or downtown), as well as, central city shopping/working/entertainment venues like Kerrytown and the Farmer's market.
 - Environmental remediation of the subject property, estimated to cost between \$200,000-\$300,000;
 - Significant improvement to the on-site storm water management and reduction of the heat-island effect, while offsetting greenhouse gas emissions associated with the building proper through the installation of a green roof on the building; and
 - Including either Affordable Housing or a payment in lieu of the same.
- (B) 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 special privilege nor deprivation of property rights.

Section 4: PUD Regulations

- A. Permitted Uses: Those permitted or special exception in the C1B Community Convenience District.
- B. Permitted Accessory Uses: Those permitted in the C1B Community Convenience District.
- C. Setbacks:
- (1) Front (East Summit): 10 feet
 - (2) Front (Broadway): 7 feet
 - (3) Side (north): Zero feet
 - (4) Rear (west): Zero feet
- D. Height:

The maximum height of the building is 65 feet. All heights are to be measured to the midpoint of the proposed roof or highest point of a flat roof. The building shall be a maximum of four stories and shall not exceed an altitude of 850.00 feet above sea level.

The maximum height shall include architectural features such as parapet walls, railings, skylights and similar structures, but shall exclude structures and mechanical equipment such as chimneys and ventilation assemblies, screens, elevator penthouses, solar panel installations, antennae and similar structures. Excluded structures shall not extend more than the minimum height necessary to achieve their intended purpose and shall not extend more than 10 feet above the maximum height limit.

- E. Lot Size: 8,571 square feet
- F. Floor Area Ratio: Up to 200% maximum
- G. Parking: A minimum of 11 spaces for vehicles and 18 spaces for bicycles shall be located beneath the building. Parking quantities shall be required based on current City ordinance standards.
- H. The site shall be environmentally remediated to a residential criteria as specified through the State of Michigan Department of Environment, Great Lakes, and Energy culminating in site closure or a due care plan.
- I. Installation of a green roof covering a minimum of 70% of the roof to reduce emissions and stormwater discharge from the site.
- J. 15% of residential units must be dedicated for affordable housing for households at or below 60% of Area Median Income, or a payment in lieu may be provided in accordance with Current City requirements.