

City of Chelsea Planning Commission

**AGENDA**

Tuesday, January 24, 2023 at 7:00 PM  
Chelsea City Council Chambers  
311 S. Main Street

*Remote option available for members of the public, commissioners must attend in person.*

1. Call to Order
2. Approval of the Agenda
3. Approval of the Meeting Minutes
  - a. Approval of the meeting minutes for December 20, 2022
  - b. Approval of the work session minutes for January 10, 2023
4. Public Comment (non-agenda items only)
  - 5 minutes per speaker
  - Speakers are not permitted to grant their reserved time to an alternate speaker
  - Accommodations can be made for persons needing assistance while addressing council
5. Public Hearing
  - a. Heritage Farms (APN 06-07-06-360-006) – Major Amendment to PUD Area Plan
  - b. Zoning Text Amendment for Section 4.23 – Temporary Uses and Special Events
  - c. Zoning Text Amendment for Section 6.11 – Performance Standards
  - d. Zoning Text Amendment for Section 14.03 – Zoning Compliance Permit
6. Old Business
7. New Business
  - a. Heritage Farms (APN 06-07-06-360-006) – Major Amendment to PUD Area Plan
  - b. Zoning Text Amendment for Section 4.23 – Temporary Uses and Special Events
  - c. Zoning Text Amendment for Section 6.11 – Performance Standards
  - d. Zoning Text Amendment for Section 14.03 – Zoning Compliance Permit
8. Discussion
  - a. Staff Report
    - i. Upcoming Agenda Items
    - ii. Local Updates
  - b. Commissioner Reports
9. Public Comment (agenda items)
10. Adjournment

**Zoom Information:**

Topic: Planning Commission – January 24, 2023

When: Jan 24, 2023 07:00 PM Eastern Time (US and Canada)

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/89080075763?pwd=cXRyTVNIRml1Y1pEZnZTaFZNMHBpZz09>

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**Item 3a**  
**December 20, 2022**  
**Meeting Minutes**

**PLANNING COMMISSION MINUTES  
DECEMBER 20, 2022  
CHELSEA MUNICIPAL BUILDING COUNCIL CHAMBERS  
311 S. MAIN STREET, CHELSEA, MI**

**CALL TO ORDER**

Chair Robinson called the meeting to order at 7:00 pm.

Present: Claire Robinson (Chair), Vincent Elie (Vice Chair), Sarah Haselschwardt (Secretary), Julianne Chard, Heather Hunnell, Marcia White

Absent: Jamie Lane, Wade Lehmann

Vacancy: One

Others Present: Charles Wiseley, Adrianna Jordan, Kate Mehuron (City Council Liaison), and Rachel Kapolka (Assistant Clerk).

**APPROVAL OF THE AGENDA**

MOVED by Elie, SECONDED by White to approve the agenda for December 20, 2022. All Ayes. Motion Carried.

**APPROVAL OF THE MEETING MINUTES**

MOVED by Elie, SECONDED by White to approve the meeting minutes for November 29, 2022. All Ayes. Motion Carried.

MOVED by Elie, SECONDED by Haselschwardt to approve the work session minutes for December 6, 2022. All Ayes. Motion Carried.

**PUBLIC COMMENT (non-agenda items only)**

None

**PUBLIC HEARING**

Chair Robinson opened the public hearing. There were no comments. Chair Robinson closed the public hearing.



**OLD BUSINESS**

None

**NEW BUSINESS**

1. 2023 Planning Commission Meeting Calendar

MOVED by Elie, SECONDED by White to approve the 2023 Planning Commission Calendar. All Ayes. Motion Carried.

**DISCUSSION**

1. Staff Report – Adrianna Jordan
  - a. Upcoming Agenda Items – The Glen at Westchester will appear before City Council on January 9, 2023 for revisions to the final PUD including landscaping.
  - b. Next Work Session discussion to include, review of neighboring communities for outdoor play areas for child daycare centers, solar ordinances, food truck ordinances, and review of proposed changes to the landscaping ordinance.
  - c. Next Planning Commission meeting to include public hearings for Heritage Farms PUD Area Plan and extension, noise text amendment, special events text amendment, and duties of the planning and zoning administrator text amendment. The next meeting will also include a review of the annual end of the year planning commission report.
  - d. The Trail Town application is due on January 15, 2023 – offers various marketing perks
2. Committee Reports
  - a. Transportation Working Group – Chard
    - i. Wilkinson/Freer = next Chelsea Pop area
    - ii. Feedback from road delineators = the road felt narrower.
    - iii. May be helpful for community to know who is paying for Chelsea Pop

**PUBLIC COMMENT (agenda items)**

None

**ADJOURNMENT**

MOVED by Elie, SECONDED by White to adjourn the meeting. All Ayes. Motion Carried.

Meeting adjourned at 7:12 p.m.

Respectfully Submitted,

Rachel Kapolka (Assistant Clerk)

**Item 3b**

**January 10, 2024**

**Work Session Minutes**

**PLANNING COMMISSION WORK SESSION MINUTES**  
**JANUARY 10, 2022**  
**CHELSEA MUNICIPAL BUILDING COUNCIL CHAMBERS**  
**311 S. MAIN STREET, CHELSEA, MI**

Names of those Present: Claire Robinson (Chair), Vincent Elie (Vice Chair), Sarah Haselschwardt (Secretary), Marcia White, Julianne Chard, Laura Baker, Wade Lehmann

Members Absent: Jamie Lane, Heather Hunnell

Vacancy: None

Others Present: Adrianna Jordan (Community Development Director), Kate Mehuron (City Council Liaison), Charles Wiseley, Rachel Kapolka (Assistant Clerk)

Chair Robinson called the work session to order at 7:00 pm. Chair Robinson introduced new commissioner, Laura Baker and congratulated Heather Hunnell on welcoming her new baby.

1. Public Comment

None

2. Heritage Farms

a. Major Amendment to PUD Area Plan

i. The proposed amendment includes:

1. Reduced lot sizes from 80' to 60'
2. Increased open space
3. Decreased total impervious area
4. Reduced roadways – 1,656 lineal feet of roadway eliminated

ii. Commissioners discussed additional information that would be helpful for the next meeting:

1. The number of phases
2. Coverage and time line of the traffic study
3. Housing details – types, square footage, etc.

iii. Ms. Jordan stated that a regional traffic study is planned

iv. Commissioners discussed freight train traffic/ railroad

3. Proposed Zoning Ordinance Amendments

a. Article 7: Landscaping – Discussion

- i. Section 7.02 Applicability – Commissioners discussed deleting item C and deleting the Certificate of Occupancy language from item F.
- ii. Section 7.03 Landscape Plan – Commissioners discussed adding a tree survey and Arborist language. Discussion on assessment of the health of existing trees.
- iii. Section 7.04 Frontage Landscaping – Commissioners discussed a possible waiver to including utility easement.
- iv. Section 7.05 Site Landscaping – Item B - Commissioners discussed lot coverage vs impervious coverage and adding language regarding excluding regulated or unregulated wetlands as delineated by EGLE. Item D – commissioners discussed the tree requirements for Multi-Family Districts and a possible reduction.
- v. Section 7.06 Parking Lot Landscaping – Commissioners discussed utility easements and parking lot islands.
- vi. Section 7.08 Buffering from Residential Uses – Commissioners discussed a possible table with uses and types of buffering.
- vii. Section 7.11 Standards for Plant Materials – reviewed tables under Recommended Species and Prohibited Species. Commissioners discussed invasive species – removing/replacing.
- viii. Section 7.13 Preservation and Mitigation – Commissioners discussed tree replacement standards. Additional discussion on invasive species and mitigation.

A discussion at the next work session to include solid buffers and waivers.

Work Session adjourned at 10:28 pm.

Respectfully Submitted,

Rachel Kapolka (Assistant Clerk)

**Item 7a**

**Heritage Farms**

**Major Amendment to PUD Area Plan**



January 18, 2023

Planning Commission  
City of Chelsea  
305 S. Main St. Suite 100, Chelsea, MI 48118

**Subject:** Heritage Farms  
APN 06-07-06-360-006, Part of the SW ¼ of Section 6 & 7, T2S, R4E  
Major Amendment to PUD Area Plan

Dear Commissioners,

The proposed development project consists of a six-phase 231-unit site condo Planned Unit Development (PUD), with 48 units proposed in Phase 1. The 231 lots average 7,200 square feet each, and are located on an approximately 105-acre site along the north side of Dexter-Chelsea Road. The development will be served by public roadways, sidewalks, street lights, and associated infrastructure. Water and sewer will connect from Heritage Pointe at Elm Street.

On April 8, 2003, the City of Chelsea first entered into a Planned Unit Development (PUD) agreement with FFH Enterprises, Inc for a proposed development called “Heritage Pointe” located on APN 06-07-06-360-006. At that time, the City of Chelsea approved a zoning map amendment to rezone the subject parcel as a PUD. Along with the PUD rezoning, the City approved a PUD Area Plan including six phases of development within the subject parcel. The Final Site Plans for Phase I and 2 were approved on December 21, 2004 (split into “2A” and “2B” in 2006); construction was completed on Phase 1 and Phase 2A. On February 22, 2005 the Heritage pointe Phase 2 Development Agreement was signed. The PUD Area Plan was later amended on June 28, 2006.

As of December 14, 2020 the City had not received Final Site Plans for Phases 3-6, and the PUD Area Plan effectively expired; however, the City received a letter from Daniel Johnson, In-Site, Inc. requesting the renewal of the PUD Area Plan for Phases 3-6. In this letter, he states “as a result of the Great Recession, the property owners have been annually renewing the [Final] Site Plan approval for Phase 2B since June of 2008 in order to keep the [Final] Site Plan approval current, and correspondingly, the Planning Commission has annually granted the extension request including most recently in May of 2020.” A public hearing was then held on January 4, 2021 whereupon the City Council approved the renewal of the PUD Area Plan. Around this time the previously named Heritage Pointe Phase 2B of the development became Phase 1 of the Heritage Farms PUD Area Plan. Following a public hearing and recommendation of approval at the June 15, 2021 Planning Commission, on June 21, 2021 the City Council approved an amendment to the Heritage Farms PUD Area Plan to increase the allowable lot coverage from 20% to 35% contingent on the execution of a Development Agreement between the City and the developer on July 19, 2021.

As needed, the applicant has requested extensions on the current Phase 1 Final Site Plans with the City of Chelsea Planning Commission; these extensions requests have been approved. The current Final Site

Plan approval for the Phase 1 plans is due to expire on July 19, 2023. Following commencement of Phase 1 construction anticipated this year, the developer intends to build-out an additional five phases numbering 36-48 home sites every year until development build-out (anticipated for 2028).

The development's current applicant, David Straub (M/I Homes of Michigan), is now proposing a Major Amendment to the PUD Area Plan. This Major Amendment to the PUD Area Plan is being reviewed under the Zoning Ordinance in effect at the time of its initial approval in 2003. Chelsea was still a village in 2003; therefore, any zoning ordinance reference to the Village of Chelsea has been updated in this staff report to reflect its current incorporated status as a city. Per Section 15.14.A of the 2003 Zoning Ordinance, "a change in an approved site plans *[sic]* or plat that results in a major change in the approved special zoning district shall require an amendment to the approved district. Amendments shall follow the procedures and conditions required for original submittal and review."

The proposed major changes to the PUD Area Plan include: reducing lot widths from an average of 80 feet to 60 feet wide; reducing the rear wastewater treatment plant setback from 58 feet to 20 feet with a 35-foot landscape buffer; increasing open space 26% from 35.23 acres to 44.11 acres; and reducing the amount of roadway by 1,656 lineal feet.

#### **STANDARDS FOR PETITION REVIEW (SECTION 15.02.D)**

1. **The proposed development shall conform to the general development plan, or represent a land use policy that, in the Planning Commission's opinion, is a logical and acceptable change in the plan.** The residential uses proposed are consistent with the intended residential land use of this site.
2. **The proposed development shall conform to the intent, regulations, and standards of the zoning ordinance.** The proposed development conforms to the intent, regulations, and standards of the zoning ordinance that was in effect at the time of its original approval. The average lot area is 7,200 square feet with a front yard setback of 20 feet, a side setback of 10 feet (each side), and a rear yard setback of 20 feet. The maximum building height is 35 feet.
3. **The proposed development shall be adequately served by public facilities and services such as streets, police and fire protection, drainage, water and sanitary sewer services, sidewalks, and refuse disposal.** The development will be served by public trash collection, roadways, sidewalks, street lights, and associated infrastructure. Water and sewer will connect from Heritage Pointe at Elm Street. The City of Chelsea will provide police protection, and the Chelsea Area Fire Authority (CAFA) will provide fire protection. All mail boxes shall be grouped near open spaces unless otherwise dictated by the United States Postal Service (USPS).
4. **Common open space, other common areas, and all other elements of the project shall be planned that they will create a unified open and recreation area system, with open space and all other elements in appropriate locations, properly related to each other, the site, and the surrounding land.** The proposed Major Amendments to the PUD Area Plan include a 26% increase in open space from 35.23 acres to 44.11 acres. The amended PUD Area Plan shows a total of eight separate open space areas including: Open Space A (0.36 acres/Phase 1) at the entrance of the development adjacent to Dexter-Chelsea Road; Open Space B (1.99 acres/Phase 1) along the west side of Heritage Farms Boulevard; Open Space C (0.29 acres/Phase 1) adjacent to Outlot 1 on the south side of Countryside Drive; Open Space D (1.94 acres/Phase 1), a proposed structural infiltration basin at the intersection of Heritage Farms Boulevard, Swift Creek Drive, and Cumberland Trail; Open Space E (0.22 acres/Phase 1)



located in the rear of Lots 19-22; Open Space F (2.44 acres/Phase 2), a proposed detention area at the intersection of Whisperwood Way and Timberview Drive; Open Space G (3.44 acres/Phase 4) located near the center of the site and surrounded by lots on all four sides; Open Space H (4.45 acres/Phase 3) located at the rear of the development and backing up to the conservation easement and wetlands which total 28.60 acres. There are also two outlots totaling 0.38 acres. Only one outlot is labeled on the PUD Area Plan – where is Outlot 2? Is it next to Lot 217?

5. **The petitioner shall have made provisions to assure that areas shown on the area plan for common or public use have been or will be irrevocably committed for that purpose. Provisions shall be made to provide financing of improvements shown on the area plan for open space or other common areas, and to assure regular maintenance of the improvements.** The proposed Homeowner's Association will be responsible for maintaining all open space areas. The revised PUD Development Agreement does not contain language stating that common, public use, and open space areas are irrevocably committed for that purpose, although performance guarantees are required for initial common space improvements for each phase. The PUD Development Agreement must be revised to add language to irrevocably commit the common, public, and open space areas in perpetuity.
6. **The location of proposed uses, layout of the site, and its relation to streets giving access to it, shall be such that traffic to, from, and within the site will not be hazardous or inconvenient to the project or the neighborhood.** The most recent traffic counts for Dexter-Chelsea Road were conducted in 2020 by the Southeastern Michigan Council of Governments (SEMCOG). Eastbound along Dexter-Chelsea Road (between Freer and Fletcher) the Average Annual Daily Traffic (AADT) was 1,151 cars. Westbound along Dexter-Chelsea Road (between Free and Fletcher) the AADT was 1,257 cars. These 2020 AADTs are lower than the counts conducted in 2017, and the decrease may be related to the COVID-19 pandemic. There is no up-to-date project-specific traffic study on file. Staff recommends that an updated project-specific traffic study is conducted by a third-party consultant prior to approval of the revised Final Site Plans for Phase 1.
7. **The mix of dwelling unit types and densities, and the mix of residential and non-residential uses, shall be acceptable in terms of convenience, privacy, compatibility, and similar measures.** The proposed development project consists of a multi-phase 231-unit site condo Planned Unit Development (PUD), with 48 units proposed in Phase 1. All of the 231 units will be single-family homes with garages. On the west side of the development Lots 19-22 in Phase 1 and Lots 96-116 in Phase 3 will back-up to the city's wastewater treatment plant; however, in addition to the 20-foot rear yard setback, these lots will also be screened from the plant by a 35-foot-wide landscape buffer.
8. **Where applicable, noise, odor, light, or other external effects from any source that are created by the proposed uses will not adversely affect adjacent and neighboring lands and uses.** Given the single-family residential character of the proposed development, no adverse impacts from noise, odor, light, or other external nuisances are anticipated. As part of the final site plan review for each revised phase, the applicant is required to provide a photometric plan in compliance with Section 9.04.B of the 2003 Zoning Ordinance.
9. **The proposed development will create a minimum disturbance to existing natural features and land forms.** The property has been maintained as farmland with a small and random assortment of domestic species trees. There are native trees and wetlands outside of Phase 1 on the subject property. A portion of the property also lies within the floodplain of Letts Creek;

however, Phase 1 is not within this floodplain area. The PUD Area Plan depicts unregulated and regulated wetlands as part of the existing conditions of the site – primarily located in what will be Phase 3. The site survey also notes a recorded conservation easement (Liber 4332, Page 575) in the same general location as the wetlands. Per the Michigan Department of Environment, Great Lakes and Energy (EGLE), a “person” planning to conduct certain activities in regulated wetlands must apply for and receive a permit from the state before beginning the activity (construction). Confirmation of EGLE’s determination of which wetlands are regulated, and permit submission as it relates to wetlands will need to be submitted to the city for their records.

To the greatest extent possible trees within the site shall be preserved; however, due to grading, utilities, and other aspects of implementation, various trees throughout the site shall be removed prior to construction. All tree impacts shall be re-evaluated at the time of Final Site Plan review for each phase. All trees to be preserved shall have tree protection measures in place prior to any construction and/or clean-up activities. Sheet 3 of the PUD Area Plan states that “a tree survey is not required by the City Zoning Ordinance”. Although the 2003 Zoning Ordinance did not require a tree survey and did not have specific landscaping requirements, Section 5.12.A states that “any site for which site plan approval is required shall be landscaped in accordance with landscaping standards adopted by the Planning Commission.” Therefore, Staff recommends that the Planning Commission adopt and apply the current landscaping standards and tree survey requirement of the 2021 Zoning Ordinance to any revised Final Site Plans associated with this PUD Area Plan. The applicant must also provide a landscape plan with any revised Final Site Plans in compliance with Section 5.12 of the Zoning Ordinance.

- 10. Streets shall follow topography, be properly spaced, and be located and aligned in accordance with the intended function of each street. The property shall have adequate access to public streets and shall provide suitable street connections to adjacent lands, where applicable.** The development will connect to the City’s existing street grid at its primary Dexter-Chelsea entrance, and also at a secondary access point that will connect with Elm Street. A total of nine new public streets are proposed including Heritage Farms Boulevard, Countryside Drive, Knollwood Boulevard, Harvest Way, Swift Creek Drive, Cumberland Trail, Vineyard Drive, Whisperwood Way, and Timberview Drive. All of these new streets will be interconnected and only Cumberland Trail will terminate in a cul-de-sac. A total of 18.28 acres of road right-of-way (ROW) is proposed in the amended PUD Area Plan. Compared to the previous plan, there is a reduction of 1,656 lineal feet of roadway. Upon inspection and acceptance consistent with the process established in the PUD Development Agreement, the streets shall be dedicated as public streets, and deeded over to the City of Chelsea for ownership and maintenance.
- 11. Pedestrian circulation shall be provided for within the site, and shall interconnect all residential and community areas. The pedestrian system shall provide a logical extension of pedestrian ways and sidewalks from the site and shall provide pedestrian connections to the edges of the site for future interconnections, where applicable.** There are currently no sidewalks on the subject property. A new sidewalk will be installed along Dexter-Chelsea Road and along the Elm Street connection. Within the development, five-foot-wide sidewalks will be constructed on both sides of the streets, with exception to the west side of Heritage Farms Boulevard which is an open space area with no homes.

## PHASING OF DEVELOPMENT (SECTION 15.06)

12. A phase shall not depend on a subsequent phase for safe and convenient vehicular or pedestrian access, of adequate public utility services, or open space and recreational facilities. Each phase shall be capable substantial occupancy, operation, and maintenance upon completion of development of that phase. None of the proposed six phases of development depend on a subsequent phase for their infrastructure, utilities, or open space.
13. The City Council, upon recommendation of the Planning commission, may require that development be phased so that the City, school district, or County property tax revenues resulting from such development will generally balance the expenditures required by public agencies to properly service that development, so that serious overloading will not result, and so that the various amenities and services necessary to provide a safe, convenient, and healthful environment will be available upon completion of a phase. The Planning Commission may require the petitioner to provide housing analyses, traffic studies, and other information necessary for the Commission to properly analyze a petition for recommendation to the City Council with respect to this requirement. There is no up-to-date project-specific traffic study on file. Staff recommends that an updated project-specific traffic study is conducted by a third-party consultant prior to approval of the revised Final Site Plans for Phase 1.
14. The Planning Commission may require, as part of a final site plan review of a phase of development in a Special Zoning District, that land shown as common open space on the area plan of the approved petition be held in reserve as part of a phase to be developed to guarantee that density limits for the entire development will not be exceeded when the subject phase is completed. Such reserved land may be included in subsequent phases if the density limits will not be exceeded upon completion of that phase or if other land is similarly held in reserve. There is already a recorded conservation easement (Liber 4332, Page 575) totaling 28.60 acres on the subject property, in addition to the 15.52 acres of open space proposed by the developer. This total open space of 44.12 constitutes a 26% increase in open space from the previously approved version of the PUD Area Plan that had 35.23 acres of proposed open space.

## CIRCULATION AND ACCESS (SECTION 15.07)

15. Each lot or principal building shall have vehicular access from a public street or a private street approved by the City Council. Each site condominium lot will have vehicular access from a public street. Upon inspection and acceptance consistent with the process established in the PUD Development Agreement, the streets shall be dedicated as public streets, and deeded over to the City of Chelsea for ownership and maintenance.
16. Each lot or principal building shall have pedestrian access from a public or private sidewalk where deemed necessary by the City Council, upon recommendation by the Planning Commission. All parts of a special zoning district shall be connected by a sidewalk or pedestrian path system which will provide safe and convenient movement of pedestrians. A bicycle path system shall also be provided and may be part of the sidewalk or pedestrian path system. A new sidewalk will be installed along Dexter-Chelsea Road and along the Elm Street connection. Within the development, five-foot-wide sidewalks will be constructed on both sides of the streets, with exception to the west side of Heritage Farms Boulevard which is an open space area with no homes. Per state law, bicycles are considered

vehicles and must ride in the streets, not on the sidewalks. The speed limit anticipated within the proposed residential development will be a maximum of 25 mph, and this speed is low enough for motorized vehicles to safely share the road with bicycles. Additionally, the Iron Belle/Border-To-Border Trail runs along Deter-Chelsea Road. Although it currently terminates at its trailhead at Freer Road, there are near-future plans to close the gap and continue it west past the Heritage Farms development, and then connect it in downtown Chelsea with the trail along M-52.

- 17. Standards of design and construction for public and private streets may be modified as deemed appropriate to adequately provide the anticipated service required. Right of way standards may also be modified, if pedestrian and vehicular facilities are physically separated. Modification of street standards shall be approved by the City Council, upon recommendation by the Planning Commission.** All of the public ROWs in the proposed development will be 66 feet wide. This includes two 12-foot travel lanes, and two feet of curb and gutter, a 13-foot tree lawn, a five-foot sidewalk, and one foot of lawn between the sidewalk and lots on both sides of every street. The only exception to this is on Heritage Farms Boulevard because it lacks a sidewalk on the west side of the street.
- 18. Public and private streets shall be designed and constructed according to established standards for public streets, except that such standards may be modified as provided in subsection (c), preceding. If, in the future, a private street in a special zoning district is to be dedicated to the public, the owners shall pay the full expense of reconstruction or any other action required to make the street suitable for public acceptance.** The proposed streets are designed and constructed according to established public street standards. Also, given that public streets are proposed, on-site parking will be allowed on one side of the street with exception to the hours between 2 am and 5 am. No parking shall be allowed on the cul-de-sac. The City's parking ordinance will be enforced to limit parking to a maximum of 24 hours in one location.
- 19. An individual dwelling unit in a single family, two family, townhouse, or other residential structure shall not have direct access to a major collector or arterial street.** All units will take their access directly from local neighborhood streets, not collector or arterial streets.

## **UTILITIES (SECTION 15.08)**

- 20. Each principal building shall be connected to public water and sanitary sewer services.** The 231 units will be served by City of Chelsea water and sewer that will connect from Heritage Pointe at Elm Street. We defer to Public Works and the City Engineer for additional comments on water and sanitary sewer services.
- 21. Each site shall be provided with storm water drainage. Open drainage courses may be permitted if outside street ROWs. Storm water retention shall be required in accordance with City standards.** Proposed stormwater management will utilize an infiltration bed constructed in Phase 1 and located near the front center of the site. One proposed stormwater detention area will be constructed in Phase 2, and another in Phase 3. We defer to the City Engineer for additional comments on stormwater management.
- 22. Electrical, telephone, and cable television lines shall be underground, provided that electrical distribution lines may be placed overhead if approved by the City Council, upon recommendation by the Planning Commission. The location of surface transformers and**

**similar equipment for underground lines shall be shown on the final site plan or preliminary plat for final approval for each phase of development. The equipment shall be landscaped and screened from view. We defer to the City Public Works Department for comments on electrical, telephone, and cable television lines.**

## **OPEN SPACE REGULATIONS (SECTION 15.09)**

- 23. Buildings, parking lots, drives, and similar improvements may be permitted in open space areas if related and necessary to the functions of the open space. Other buildings and improvements shall be prohibited.** No structures, including decks and patios shall be located within the 20-foot setback of the wastewater treatment plant.
- 24. Open space areas shall be distributed throughout the petition area and shall be reasonably located with respect to natural features and residential areas.** See staff response to Item 4 in this review letter for information on open space areas.
- 25. Open space areas shall have minimum dimensions that are suitable for the functions intended and that will leave the open space maintainable.** See staff response to Item 4 in this review letter for information on open space areas.
- 26. Natural features, such as woods, stream corridors, and wetlands, shall be preserved to the maximum feasible extent as part of the open space system.** See staff response to Item 9 in this review letter for information on the preservation of natural features on the subject property.

## **PARKING REGULATIONS (SECTION 15.10)**

- 27. The parking and loading requirements in Article 7 shall apply except that the number of off-street spaces required may be reduced, and the width of spaces may be reduced to not less than 9 feet, if approved by the City Council, upon recommendation by the Planning Commission. A reduction shall be justified by the petitioner and shall be based on a finding that sufficient parking will be available by sharing of spaces by two or more uses, or that the parking requirement is excessive for the type of use proposed. Pavement area that is saved by reducing the number or width of parking spaces shall be put into landscape or open space areas within the property in the petition.** The 2003 Zoning Ordinance requires two parking spaces per dwelling unit. Each proposed dwelling unit will have individual two-car garages and driveways for parking.

## **DENSITY CALCULATIONS (SECTION 15.11)**

- 28. Land areas to be used in calculating gross densities, lot coverage's (LC), and floor area ratios (FAR) shall each be delineated on the area plan.** Land areas are delineated on the Site Data table on Sheet 1 of the Amended PUD Area Plans.
- 29. The land area used for calculating gross residential density shall include the total residential land area designated on the area plan, less any area within existing public street ROWs.** This information can be found on the Site Data table on Sheet 1 of the Amended PUD Area Plans. Lot widths have been reduced from 80 feet to 60 feet, but there is no change in the overall density of the development between the previous and proposed versions of the PUD Area Plan.

- 30. The surface area within the property boundaries of lakes, streams, ponds, wetlands, and similar areas may be included in the area used in calculating density if at least 50 percent of the frontage of such areas is part of lands devoted to open space used for and accessible to residents or tenants of the development.** Sheet 4 of the Amended PUD Area Plan shows the approximate location of a “future walkway to be constructed by others” at the northern property line of the development. This walkway would potentially make the wetlands accessible to residents of the development. City Staff requests additional information about this walkway including who the “others” are, and whether the future walkway is related in any way to the Iron Belle/B2B Trail that currently terminates on Dexter-Chelsea Road at Freer Road.
- 31. GFC and FAR calculations for residential structures shall be based on the acreage designated for calculating gross residential density. GFC and FAR calculations for nonresidential structures shall be based on land areas that include the structures, drives, parking and loading areas, open spaces around the structures, landscape areas, and similar areas, but not including acreage in existing public street rights of way.** At this time no information has been provided by the applicant regarding the size of the proposed dwelling units; however, the Site Data table states that the maximum FAR will be limited to 35% in all six phases of development. Lot coverage will also be limited to 35% in all six phases. Information on the size and character of the dwelling units including sample architectural floor plans and elevations must be provided prior to approval of revised final site plans for Phase 1.
- 32. Land areas that are used to provide acreage to meet density regulations in one part of the district shall not be used to compute density in another part of the development.** The applicant must clarify if each individual phase of the development complies with density requirements individually.
- 33. The Planning Commission may exclude land with slopes of 15 percent or more from the gross residential land area if such land is not usable for residential purposes.** There are no steep slopes on the site.
- 34. Top decks of underground parking structures may be included in the land area used in density calculations if the surface area is landscaped and is not used for circulation or parking of vehicles.** There are no underground parking structures proposed.

#### **COMMON AREAS AND FACILITIES (SECTION 15.12)**

- 35. The location, extent, and purpose of common areas and facilities shall be identified on the area plan and on each site plan and plat. Such areas and facilities that are to be conveyed to a public agency shall also be identified.** See staff response to Item 4 in this review letter for information on open space common areas.
- 36. Public areas and facilities that are to be dedicated to a public agency shall be accepted by that agency prior to approval of a final site plan by the Planning Commission or approval of a final plat by the City Council, unless a binding agreement for dedication is provided in lieu of dedication.** Upon inspection and acceptance consistent with the process established in the PUD Development Agreement, the streets shall be dedicated as public streets, and deeded over to the City of Chelsea for ownership and maintenance.
- 37. Legal instruments setting forth a plan or manner of permanent maintenance of common areas and facilities shall be submitted to the City Attorney for review as to legal form and**



**effect, and to the City Council or Planning Commission, whichever is applicable, for review as to the suitability. The instruments shall become a part of the approved final site plan or final plat, whichever is applicable.** The revised PUD Development Agreement states in Section 5 that the developer will “maintain common area landscaping and landscaping with an unsold unit in an attractive state”, and will also “maintain the site, including any unsold units, or lots, and all common areas in a manner consistent with the approved Final Site Plan.”

**38. Signs.** No sign details have been provided. If signage is proposed, the applicant must submit a sign permit application in compliance with Article 6 of the 2003 Zoning Ordinance.

## RECOMMENDATION

Although the plans are missing some required information, we find the missing items can be addressed on a new submittal prior to being scheduled for the City Council Review of the PUD unless otherwise noted. Therefore, we find it appropriate that the Planning Commission recommend approval of the PUD plan to the City Council with the condition that the following points are satisfied on a new submittal prior to being scheduled for a City Council Meeting:

1. Label the location of Outlot 2 on the PUD Area Plan.
2. The PUD Development Agreement must be revised to add language to irrevocably commit the common, public, and open space areas in perpetuity.
3. Staff recommends that an updated project-specific traffic study is conducted by a third-party consultant prior to approval of the revised Final Site Plans for Phase 1.
4. The applicant must provide a photometric plan as part of any revised Final Site Plan submittal in compliance with Section 9.04.B of the 2003 Zoning Ordinance.
5. Confirmation of EGLE’s determination of which wetlands are regulated, and permit submission as it relates to wetlands will need to be submitted to the city.
6. Staff recommends that the Planning Commission adopt and apply the current landscaping standards and tree survey requirement of the 2021 Zoning Ordinance to any revised Final Site Plans associated with this PUD Area Plan. The applicant must also provide a landscape plan with any revised Final Site Plans.
7. Staff defers to Public Works and the City Engineer regarding the proposed utilities.
8. Staff requests additional information about the future walkway including who the “others” are, and whether the future walkway is related in any way to the Iron Belle/B2B Trail that currently terminates on Dexter-Chelsea Road at Freer Road.
9. Information on the size and character of the dwelling units including sample architectural floor plans and elevations must be provided prior to approval of revised final site plans for Phase 1.
10. The applicant must clarify if each individual phase of the development complies with density requirements individually.
11. If any signage is proposed, the applicant must submit a sign permit application in compliance with Article 6 of the 2003 Zoning Ordinance.

## RECOMMENDED FORM OF MOTION

*Move to recommend to the City of Chelsea City Council (approval/denial) of the Major and Minor amendments proposed for the Heritage Farms PUD Area Plan as provided contingent on the execution of a revised Development Agreement with the City of Chelsea City Council.*

If you have any questions, please do not hesitate to contact the City's Community Development Department.

Respectfully,

A handwritten signature in black ink, appearing to read "Adrianna Jordan".

Adrianna Jordan, AICP  
Community Development Director





January 18, 2023

Ms. Adrianna Jordan  
Community Development Director  
305 South Main Street, Suite 100  
Chelsea, Michigan 48118

Re: Heritage Farms Amended PUD Plan  
Site Plan Review

Dear Adrianna:

We have reviewed the Amended PUD Plan for Heritage Farms, dated November 28, 2022, as prepared by Washtenaw Engineering. We have no comments on the plans as presented. We will provide comments on utilities when reviewing the final site plan changes.

In summary, we have no objection to the approval of the plans.

If you have any questions, please contact me at (734) 657-4925

Sincerely

Ted L. Erickson, P.E.  
Principal



# Chelsea Police Department

KEVIN KAZYAK  
CHIEF OF POLICE

311 SOUTH MAIN STREET ♦ Chelsea, Michigan 48118 ♦ OFFICE (734) 475-1771 ♦ FAX (734) 475-1996 ♦ EMAIL [kkazyak@chelseapd.org](mailto:kkazyak@chelseapd.org)

January 12, 2023

RE: Major Amendment to PUD plan: Heritage Farms  
APN#06-07-06-360-006

Adrianna Jordan,

I have reviewed the amendment to the site plans that you provided for the Heritage Farms development. I do not see that any of the proposed amended changes affect traffic or safety issues that would have been addressed on the original plans.

The Chelsea Police Department has no objections to the amendment to PUD Plan: Heritage Farms as submitted.

Respectfully submitted,

Kevin Kazyak  
Chief of Police  
Chelsea Police Department



## Chelsea Area Fire Authority

200 W. Middle Street

Chelsea, MI 48118

O (734) 475-8755

F (734) 475-1967

<https://www.chelseafire.org>

Fire Chief – Robert A. Arbini

Proudly serving the City of Chelsea and Lima, Lyndon, and Sylvan  
Townships

January 10, 2023

City of Chelsea

305 S. Main St. Suite 100

Chelsea, MI 48118

Attn: MS. Jordan

Re: Heritage Point Amended PUD

Dear MS. Jordan

The Chelsea Area Fire Authority (CAFA) has reviewed plans given to this department. We have reviewed these plans with fire safety and emergency services as our main goal. CAFA refers to the adopted National Fire Protection Agency (NFPA) code and standards. Below are our comments and recommendations.

- **Pre-Construction Meetings:** The Chelsea Area Fire Authority would prefer to be present at each meeting of this type. Please notify this department at least forty-eight (48) hours before any meeting.
- **Before Construction Begins of any Structures:** All roadways and water systems must be in place and useable for emergency services. Roadway surfaces must be all weather and able to handle a live load of at least seventy-five thousand (75,000) pounds.
- The purposed amendment complies with the adopted Fire Code.

The Chelsea Area Fire Authority stands ready to serve. Should you or any member of your team have questions or comments, please feel free to contact the Fire Chief or the Fire Inspector

Sincerely

A handwritten signature in black ink that reads "Eric J. Stanley".

Eric J Stanley

Lieutenant/Fire Inspector

City of Chelsea Planning Commission  
311 S. Main St.  
Chelsea, MI 48118

January 14, 2023

Re: Proposed amendment to the PUD plan application by David Straub

Dear Commissioners:

The proposed amendment which would allow 48 housing units, and eventually 231 units, to be built to the north of Dexter-Chelsea Rd. appears to me to be short-sighted and not in the best interests of residents of Chelsea.

For a variety of historical reasons, with which you are well aware, Chelsea has never been able to actualize a bypass artery around the downtown area. As development has progressed over the past 20 years, Freer Rd. has become the Chelsea bypass *de facto*.

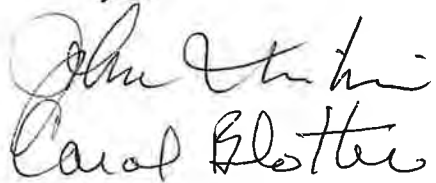
Yearly, this becomes an increasingly dangerous solution to the region's traffic flow challenges.

Freer Rd. is a residential street serving two schools, accommodating several crosswalks, and used by a large number of children and teens as they walk to and from school. Moreover, it has a blind hill and, especially as drivers leave the high school during rush hour, speed limits are often exceeded. During these hours, it is already difficult for residents of Freer Rd. to exit their driveways (often in reverse) safely. Chelsea's own traffic studies have likely born out the ever increasing vehicular traffic using Freer Rd.

Although this is not the time to revisit the City's master plan, further development to the northwest, north, and northeast of the city center seems irresponsible in the absence of an efficient strategy for managing the inevitable burden of additional cars and trucks (yes, despite legal restrictions, semi's are not an unusual sight on Freer Rd.).

Given the opportunities to expand residential and commercial development south of Old US 12 where road infrastructure exists, we encourage you to NOT approve the request of Mr. Straub or his enterprise.

Thank you.

The image shows two handwritten signatures in black ink. The first signature is 'John Deikis' and the second is 'Carol Blotter'. They are written in a cursive, flowing style.

John Deikis  
Carol Blotter

780 N. Freer Rd.  
Chelsea, MI 48118



November 28, 2022

City of Chelsea Planning Commission  
305 S. Main St, Suite 100  
Chelsea, MI 48118

Re: Heritage Farms PUD Amendment

Thank you for your consideration to amend the Heritage Farms PUD. Included for your review is the amended PUD Site Plan.

Following is a summary of the proposed Amendment:

- Unit Count: 231 (No Change)
- Lot sizes reduced to 60' wide on average
  - Eliminated 80' wide lots
- Building setbacks uniform throughout
  - Proposed Setback Standards:
    - Lot Area: 7200 SF Minimum (No Change)
    - Front Setback: 20'
    - Side Setback: 10' (20' total between homes)
    - Rear Setback: 20'
      - Note: Rear Setbacks for all lots backing to the Wastewater Treatment facility have been reduced from 58' to 20'.
  - Previous Setback Standards:
    - Lots 11-24, 57-62, 78-150, 160-169, 203-206
      - Lot Area: 7200 SF Minimum
      - Front Setback: 20'
      - Side Setback: 10' (20' total between homes)
      - Rear Setback: 20'
    - Lots 1-10, 25-56, 63-77, 151-159, 170-202, 207-231
      - Lot Area: 7200 SF Minimum
      - Front Setback: 30'
      - Side Setback: 10' (20' total between homes)
      - Rear Setback: 30'
- Lot Coverage Ratio: 35% (No Change)
- Open Space:
  - 44.11 acres, a 26% increase from the previously approved 35.23 acres
- Reduced Roadways: 1,656 Lineal Feet of roadway eliminated
- Reduction of Total Impervious Area with a 10% Reduction in storm water runoff



- Community Benefits
  - No change in density
  - Smaller Lots
  - Reduced Infrastructure (roadways, sanitary sewer, storm sewer, water main, electric etc)
  - More affordable homes
  - Provide more housing choices for young families, young professionals, empty nesters and retiring baby boomers
  - Faster absorption
  - A 26% increase in open space allowing for more park space, walking paths and landscape features for the enjoyment of the residents

GENERAL CONSTRUCTION NOTES:

1. IT IS ESSENTIAL THAT THE CONTRACTOR FAMILIARIZE HIMSELF WITH THE SITE PRIOR TO SUBMITTING PROPOSAL.
2. ALL ROAD CONSTRUCTION SHALL IN GENERAL BE PERFORMED PER THE MICHIGAN DEPARTMENT OF TRANSPORTATION 2012 STANDARD SPECIFICATION FOR CONSTRUCTION AND AS DIRECTED IN THE STANDARDS AND SPECIFICATIONS OF THE CITY OF CHELSEA.
3. THE AREA WITHIN THE CONSTRUCTION LIMITS SHALL BE STRIPPED OF ORGANIC SOILS PRIOR TO COMMENCING GENERAL EXCAVATION. THIS MATERIAL SHALL BE STOCKPILED ON THE PROPERTY OR AS DIRECTED BY THE ENGINEER OR THE OWNER.
4. THE CONTRACTOR WILL BE REQUIRED TO PROOF ROLL (WITH A HEAVY RUBBER TIRED VEHICLE) ALL FILL AREAS PRIOR TO PLACING ADDITIONAL FILL AND ALL CUT AREAS UPON COMPLETION OF THE CUT AND PRIOR TO PLACING BASE MATERIAL. IF THE PROOF ROLLING INDICATES UNSTABLE AREAS, THE UNSTABLE MATERIAL MUST BE REMOVED AND REPLACED WITH MATERIAL MATCHING THE ADJACENT SOILS TO THE ELEVATION OF THE SUBGRADE.
5. ALL FILL MATERIAL MUST BE PLACED IN LIFTS NOT EXCEEDING 9 INCHES AND COMPACTED TO 95% OF THE MAXIMUM UNIT WEIGHT.
6. THE FINISHED SUBGRADE MUST BE GRADED WITHIN A TOLERANCE OF +/- 0.1 FEET OF DESIGN GRADE COMPACTED TO NOT LESS THAN 95% OF THE MAXIMUM UNIT WEIGHT TO A DEPTH OF 9 INCHES AND APPROVED BY THE OWNER'S REPRESENTATIVE/ENGINEER PRIOR TO PLACEMENT OF THE AGGREGATE BASE. FINE GRADING PRIOR TO THE PLACEMENT OF THE BASE MATERIAL SHALL BE INCIDENTAL TO THE COST OF PREPARING THE SUBGRADE.
7. ALL DISTURBED AREAS, DITCH BOTTOMS AND SLOPES UNLESS NOTED OTHERWISE, SHALL BE SEEDED AND MULCHED PER M.D.O.T. SPECIFICATION 6.53 INCLUDING PLACEMENT OF 4 INCH TOPSOIL BED. DITCH BOTTOMS SHALL BE SODDED AND PEGGED WHERE DITCH GRADE EXCEEDS 3.00%.
8. THE CONTRACTOR MUST CONTACT MISS DIG PRIOR TO BEGINNING CONSTRUCTION.
9. ALL CONSTRUCTION ACTIVITIES SHALL BE SIGNED PER THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES. CONTRACTOR SHALL MAINTAIN ACCESS FOR EMERGENCY VEHICLES AT ALL TIMES.
10. CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLATION, MAINTENANCE AND REMOVAL OF ALL TEMPORARY EROSION CONTROL MEASURES PER THIS APPROVED PLAN.
11. CONTRACTOR MUST OBTAIN AN EROSION CONTROL PERMIT FROM THE CHELSEA AREA CONSTRUCTION AGENCY PRIOR TO BEGINNING EARTH MOVING. CONTRACTOR WILL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS PRIOR TO BEGINNING CONSTRUCTION.
12. SAFETY GRATES ARE REQUIRED FOR ALL END SECTIONS.
13. HOME OWNERS ASSOCIATION SHALL MAINTAIN ALL OPEN SPACES AREA.
14. SANITARY SEWER EASEMENT AND ALL ACCESS LOCATIONS SHALL HAVE COMPACT GRAVEL COVERED WITH TOP SOIL.
15. THERE SHALL BE NO PARKING AT ALL INTERSECTIONS AND WITHIN THE CULL-DE-SAC. SIGN LOCATIONS ARE PROVIDED ON SITE PLAN. AS CITY STREETS ARE PROPOSED ON SITE PARKING WILL BE PERMITTED ON ONE SIDE OF STREET. THERE IS NO STREET PARKING IN THE CITY OF CHELSEA LIMITS BETWEEN 2AM AND 5AM. CITY PARKING ORDINANCE WILL BE ENFORCED AS SPACES MAY NOT BE USED FOR 24 HOUR PARKING.
16. ALL TREES TO BE PRESERVED SHALL HAVE TREE PROTECTION MEASURES IN PLACE PRIOR TO ANY CONSTRUCTION.
17. SEE ENGINEERING SHEETS FOR ALL STREET RADIUS INFORMATION. NO STRUCTURES INCLUDING DECKS OR PORCHES SHALL BE LOCATED WITHIN THE 100FT SETBACK OF TREATMENT PLANT.
18. SEE ENGINEERING SHEETS FOR UTILITY AND GRADING FOR EACH PHASE OF LOT AND ROAD CONSTRUCTION.
19. TO THE GREATEST EXTENT POSSIBLE TREES WITHIN THE SITE SHALL BE PRESERVED. HOWEVER, DUE TO GRADING, UTILITIES, AND OTHER ASPECTS OF IMPLEMENTATION VARIOUS TREES THROUGHOUT THE SITE SHALL BE REMOVED PRIOR TO CONSTRUCTION. ALL TREE IMPACT SHALL BE RE-EVALUATED AT FINAL SITE PLAN.
20. THE LANDSCAPE BUFFER SHALL BE INSTALLED IN A SEQUENCE WHERE BY THE CURRENT PHASE OF CONSTRUCTION.
21. ALL STREETS SHALL BE DEDICATED PUBLIC STREETS TO CITY, UPON INSPECTION AND ACCEPTANCE CONSISTENT WITH PROCESS ESTABLISHED IN PROJECT DEVELOPMENT AGREEMENT.
22. ALL MAIL BOXES SHALL BE GROUPED NEAR OPEN SPACES UNLESS OTHERWISE DICTATED BY THE POST OFFICE.

DESCRIPTION

Land situated in the City of Chelsea, County of Washtenaw, State of Michigan described as follows:

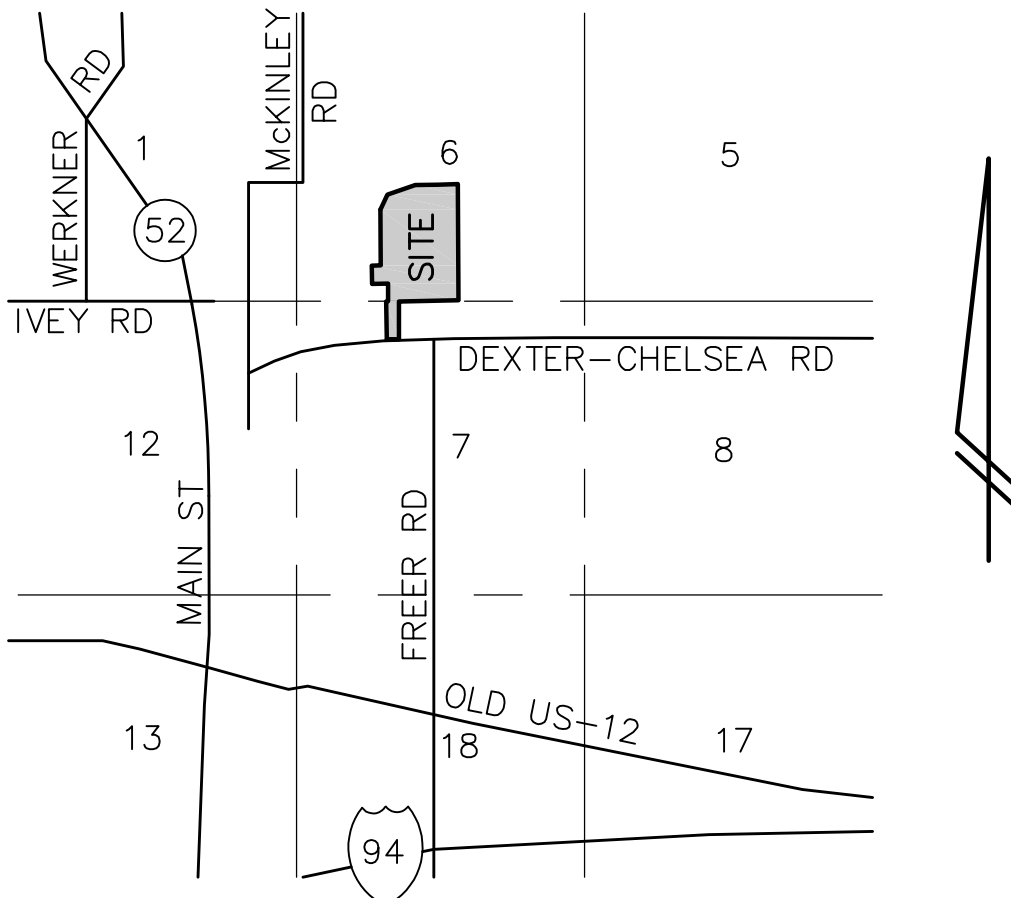
Commencing at the Southwest corner of Section 6, Town 2 South, Range 4 East, City of Chelsea, Washtenaw County, Michigan; thence North 01 degrees 10 minutes 30 seconds West 48.25 feet along the West line of said Section to the Southeast corner of Section 1, Town 2 South, Range 3 East, City of Chelsea, Washtenaw County, Michigan; thence North 00 degrees 20 minutes 05 seconds West 754.06 feet continuing along said West line; thence North 88 degrees 47 minutes 05 seconds East 1051.35 feet to the POINT OF BEGINNING; thence continuing North 88 degrees 47 minutes 05 seconds East 193.79 feet; thence North 00 degrees 20 minutes 35 seconds West 1240.56 feet; thence North 25 degrees 28 minutes 38 seconds East 371.29 feet; thence North 71 degrees 11 minutes 10 seconds East 651.91 feet; thence North 89 degrees 02 minutes 35 seconds East 508.93 feet; thence North 88 degrees 36 minutes 55 seconds East 435.13 feet; thence South 00 degrees 20 minutes 35 seconds East 2581.30 feet to a point on the South line of said Section 6; thence along said South line South 88 degrees 59 minutes 10 seconds West 656.57 feet to the South 1/4 corner of said Section 6; thence continuing along said South line South 88 degrees 59 minutes 25 seconds West 661.36 feet; thence South 00 degrees 02 minutes 15 seconds West 837.50 feet; thence South 89 degrees 52 minutes 55 seconds West 199.71 feet; thence Westerly 71.83 feet along the arc of a 4688.00 foot radius circular curve to the left through a central angle of 00 degrees 52 minutes 40 seconds having a chord that bears South 89 degrees 27 minutes 55 seconds West 71.83 feet; thence North 00 degrees 52 minutes 15 seconds West 834.96 feet; thence North 78 degrees 59 minutes 20 seconds East 42.15 feet; thence North 00 degrees 12 minutes 55 seconds East 391.27 feet; thence South 88 degrees 59 minutes 25 seconds West 356.31 feet; thence North 00 degrees 55 minutes 10 seconds West 406.20 feet to the Point of Beginning. Being a part of the South 1/2 of Section 6 and a part of the Northwest 1/4 of Section 7, Town 2 South, Range 4 East, City of Chelsea, Washtenaw County, Michigan.

HERITAGE FARMS  
AMENDED PUD PLAN

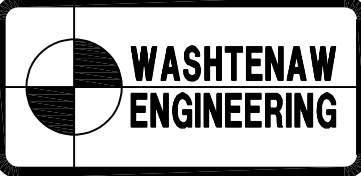
PART OF THE SW 1/4 OF SECTION 6 & 7, T2S, R4E,  
CITY OF CHELSEA, WASHTENAW COUNTY, MICHIGAN

FOR:

M/I HOMES OF MICHIGAN  
40950 WOODWARD AVE,  
BLOOMFIELD HILLS, MI. 48304  
PH: (248)-221-5011



VICINITY MAP  
(NO SCALE)



CIVIL ENGINEERS • PLANNERS

SURVEYORS • LANDSCAPE ARCHITECTS

P.O. BOX 1128

3526 WEST LIBERTY RD, SUITE 400, ANN ARBOR, MICHIGAN 48106

TEL: 734-761-8800 FAX: 734-761-9530

E-MAIL: [weco@wengco.com](mailto:weco@wengco.com)

[washtenawengineering.com](http://washtenawengineering.com)



Know what's below.  
Call before you dig.

SITE DATA								
	REQUIRED	PHASE 1	PHASE 2	PHASE 3	PHASE 4	PHASE 5	PHASE 6	TOTAL
Area (acres)	-	19.44	13.94	44.93	11.86	8.22	6.53	104.92
Residential area (acres)	-	9.31	8.3	8.07	6.3	5.85	4.69	42.51
Open space area (acres)	-	5	2.45	33.05	3.44	-	0.19	44.12
R.O.W. area (acres)	-	5.14	3.19	3.82	2.12	2.37	1.65	18.28
Number of Units	-	48	47	42	36	33	25	231
Max. Lot Coverage	35%	35%	35%	35%	35%	35%	35%	35%
Max. Floor Area Ratio	35%	35%	35%	35%	35%	35%	35%	35%
Max. Building Height	35 ft.	35 ft.	35 ft.	35 ft.	35 ft.	35 ft.	35 ft.	35 ft.

PROJECT DESCRIPTION:

PROJECT IS A CONTINUATION OF THE ORIGINAL PUD APPROVED BY THE CITY IN 2004. UPDATED HERITAGE FARMS WILL BE A SEPARATE HOME OWNERS ASSOCIATION THAT WILL COMPLETE THE REMAINING 231 HOMES.

STREET ACCESS:

THE PROJECT WILL HAVE ACCESS FROM ELM STREET AND DEXTER-CHELSEA ROAD

REFUSE:

EACH HOME WILL HAVE INDIVIDUAL LOT PICK UP. NO COMMUNITY DUMPSTER ARE PROPOSED.

PARKING:

EACH HOME WILL HAVE INDIVIDUAL GARAGES AND DRIVEWAYS FOR PARKING.

STREETS:

AS CITY STREETS ARE PROPOSED ON SITE PARKING WILL BE ALLOWED ON ONE SIDE OF STREET. THERE IS NO STREET PARKING IN THE CITY OF CHELSEA CITY LIMITS BETWEEN 2AM AND 5AM. CITY PARKING ORDINANCE WILL BE ENFORCED AS SPACES MAY NOT BE USED FOR 24 HOUR PARKING.

SHEET INDEX

	SHEET NO.
COVER PAGE	1
OVERALL BOUNDARY AND TOPOGRAPHICAL SURVEY	2
OVERALL PUD SITE PLAN – SOUTH	3
OVERALL PUD SITE PLAN – NORTH	4

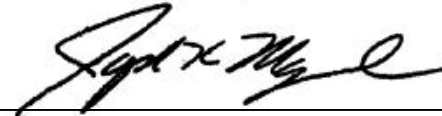
**OWNER**  
JBRMC, LLC.  
1765 CYPRESS POINT CT.  
ANN ARBOR, MI. 48108  
&  
DJK ANN ARBOR, LLC.  
6589 JACKSON RD.  
ANN ARBOR, MI. 48103  
&  
ANN MERKEL TRUST

**APPLICANT**  
M/I HOMES OF MICHIGAN  
40950 WOODWARD AVE,  
BLOOMFIELD HILLS, MI. 48304  
PH: (248)-221-5011

**ENGINEER**  
WASHTENAW ENGINEERING COMPANY  
JOSEPH K. MAYNARD, P.E.  
P.O. BOX 1128  
3526 W. LIBERTY RD, SUITE 400  
ANN ARBOR, MI. 48106  
PH: (734) 761-8800  
[jkm@wengco.com](mailto:jkm@wengco.com)



PREPARED BY

  
JOSEPH K. MAYNARD P.E., MICH No. 52559

AMENDED PUD PLAN: 11-28-22

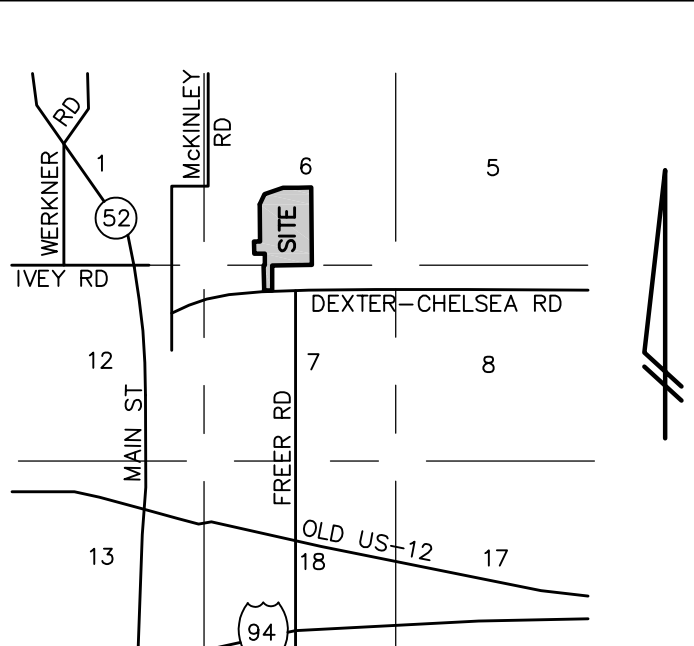
AMENDED PUD PLAN - HERITAGE FARMS



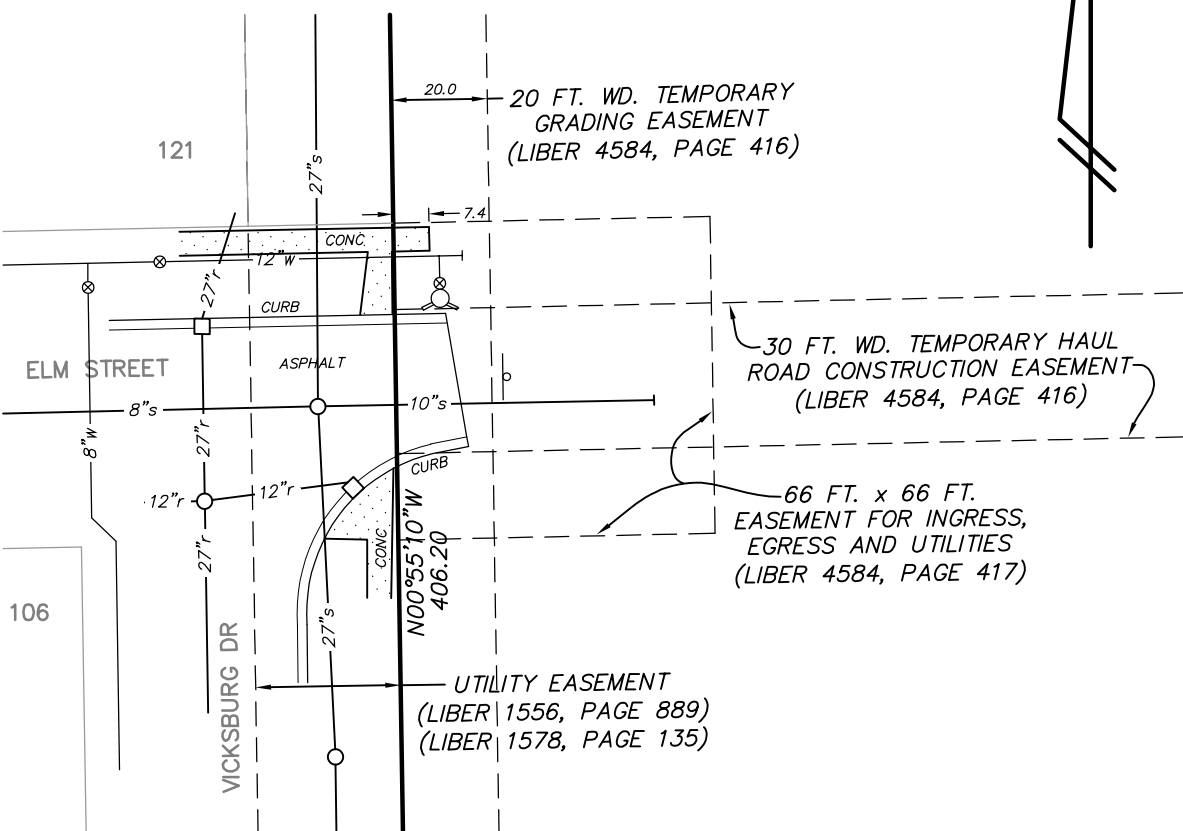
THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING RECORDS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN-SERVICE OR ABANDONED. THE SURVEYOR DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATE AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.

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NO REPRODUCTION SHALL BE MADE WITHOUT PRIOR WRITTEN CONSENT OF WASHTENAW ENGINEERING COMPANY, INC.

THE OWNER SHALL NOT USE OR ALLOW ANY OTHER PERSON TO USE THE DRAWINGS, SPECIFICATIONS, TELEPHONE DATA, AND OTHER INSTRUMENTS OF SERVICE ON OTHER PROJECTS FOR ADDITIONS TO THIS PROJECT OR FOR COMPLETION OF THE PROJECT BY OTHERS SO LONG AS WASHTENAW ENGINEERING COMPANY (MECO) IS NOT ADVISED TO BE IN DEFAULT UNDER THIS AGREEMENT. THE OWNER SHALL INDEMNIFY AND HOLD HARMLESS MECO, MECO'S CONSULTANTS AND AGENTS AND EMPLOYEES OF ANY OF THEM FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR FROM THE USE OF THE DRAWINGS, SPECIFICATIONS, TELEPHONE DATA OR OTHER INSTRUMENTS OF SERVICE.



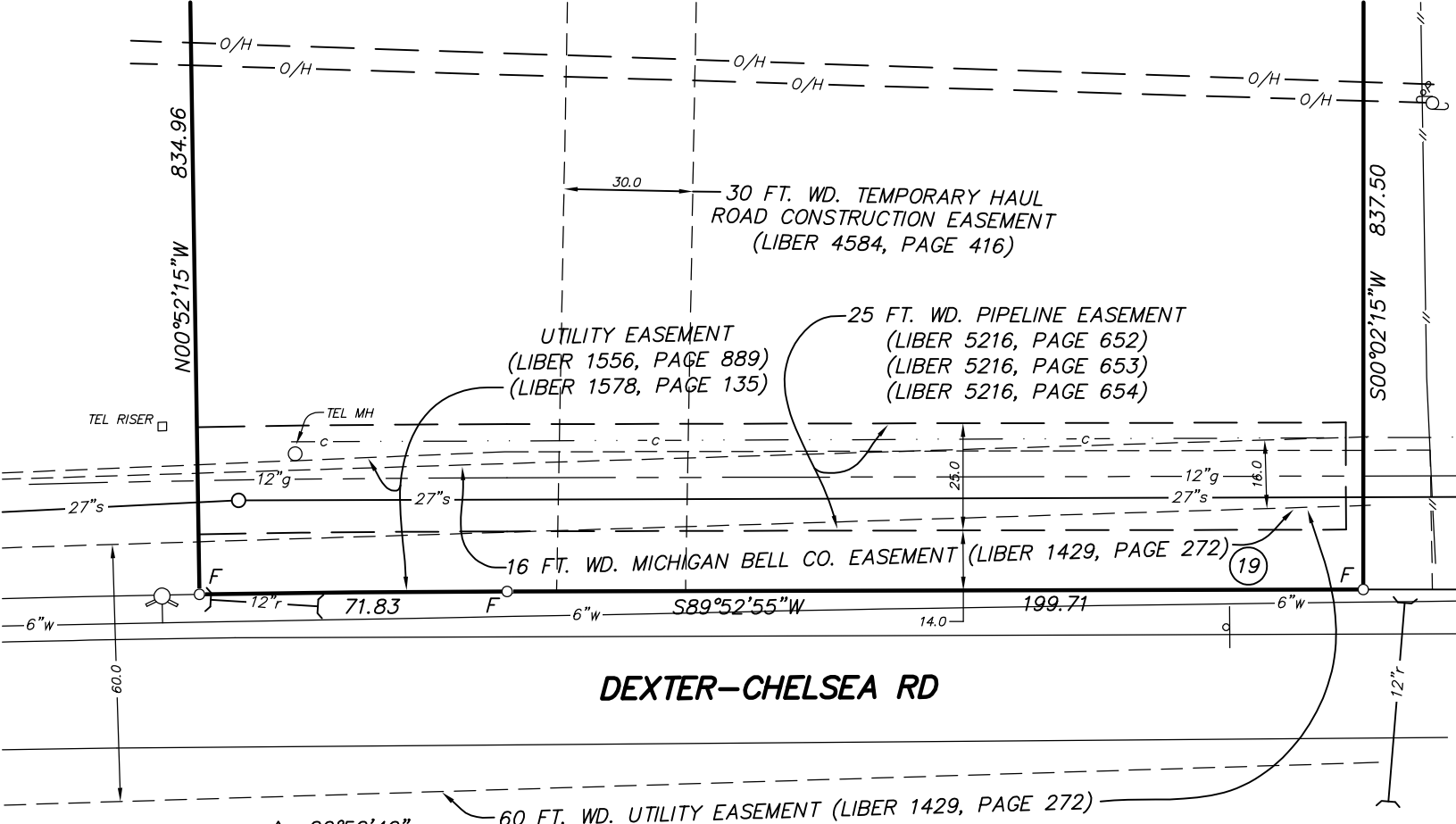
VICINITY MAP  
(NO SCALE)



DETAIL "A"  
(SCALE: 1"=40')

OWNERSHIP TABLE						
NO.	TAX ID	NAME	STREET ADDRESS	CITY, STATE, ZIP CODE	CITY / TOWNSHIP	ZONING
1	06-07-07-225-018	SCOTT CHAPMAN	P.O. BOX 338	CHELSEA, MI 48118	CITY OF CHELSEA	RS-1 SINGLE FAMILY
2	06-07-06-360-002	CITY OF CHELSEA	305 S. MAIN ST, STE. 100	CHELSEA, MI 48118	CITY OF CHELSEA	MU-1 MUNICIPAL USE
3	G-07-06-400-003	GARY & JANET ADAMS	13742 DEXTER-CHELSEA RD	CHELSEA, MI 48118	LIMA TOWNSHIP	AG-2 AGRICULTURE
4	G-07-07-100-002	GARY HILBURN & KRISTAL THOMPSON	13880 DEXTER-CHELSEA RD	CHELSEA, MI 48118	LIMA TOWNSHIP	AG-2 AGRICULTURE
5	G-07-07-100-003	DOUGLAS & PATRICE BRINK	13910 DEXTER-CHELSEA RD	CHELSEA, MI 48118	LIMA TOWNSHIP	AG-2 AGRICULTURE
6	06-07-07-125-007	CORKY ORYAN	13966 DEXTER-CHELSEA RD	CHELSEA, MI 48118	CITY OF CHELSEA	AG-1 AGRICULTURAL
7	06-07-07-225-017	RICHARD & VIRGINIA HAUGEN	14080 DEXTER-CHELSEA RD	CHELSEA, MI 48118	CITY OF CHELSEA	AG-1 AGRICULTURAL

7 = ADJACENT OWNER NUMBER



DETAIL "B"  
(SCALE: 1"=40')

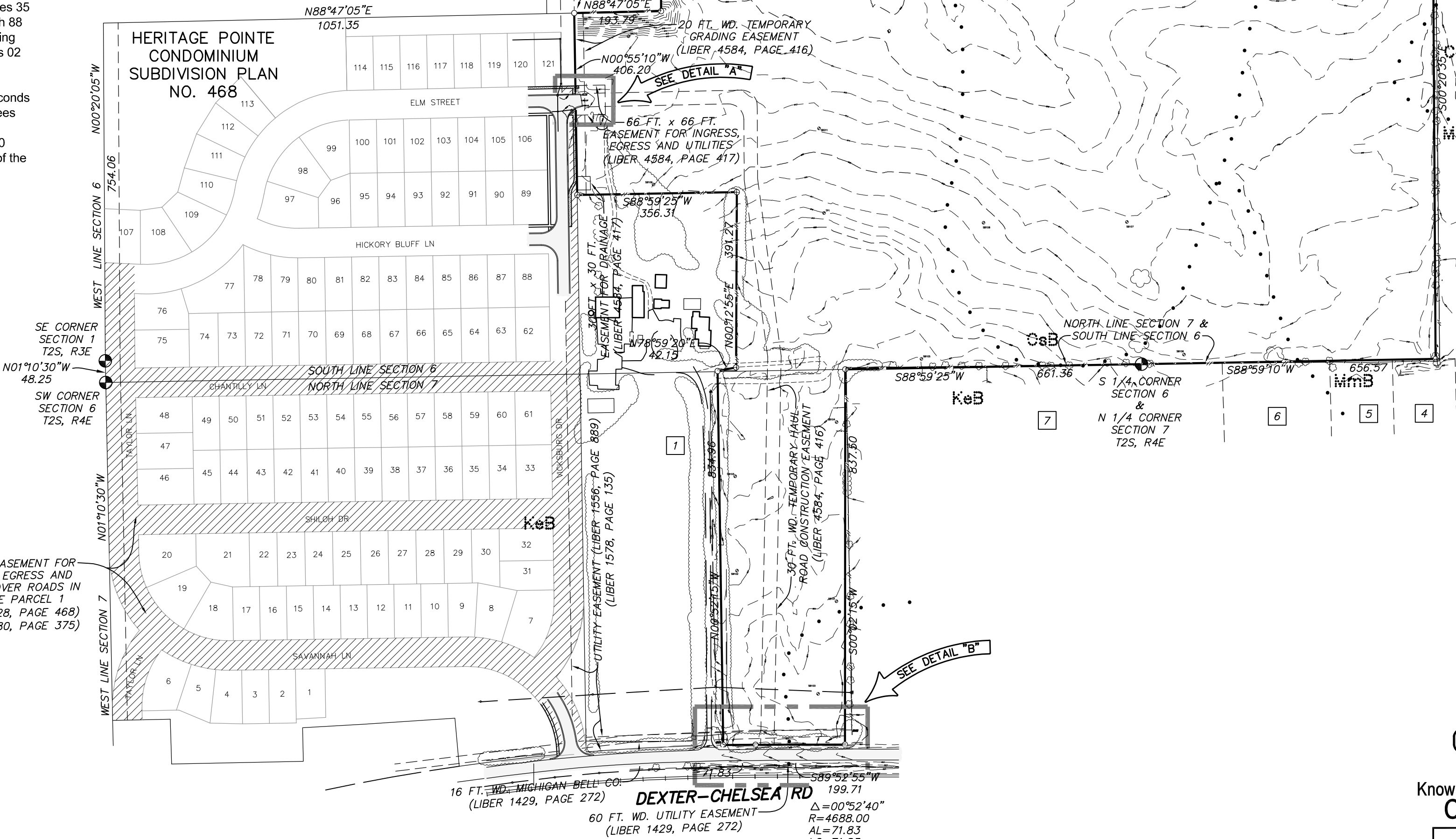
DESCRIPTION

Land situated in the City of Chelsea, County of Washtenaw, State of Michigan described as follows:

Commencing at the Southwest corner of Section 6, Town 2 South, Range 4 East, City of Chelsea, Washtenaw County, Michigan; thence North 01 degrees 10 minutes 30 seconds West 48.25 feet along the West line of said Section to the Southeast corner of Section 1, Town 2 South, Range 3 East, City of Chelsea, Washtenaw County, Michigan; thence North 00 degrees 20 minutes 05 seconds West 754.06 feet continuing along said West line; thence North 88 degrees 47 minutes 05 seconds East 1051.35 feet to the POINT OF BEGINNING; thence continuing North 88 degrees 47 minutes 05 seconds East 193.79 feet; thence North 00 degrees 20 minutes 35 seconds West 1240.56 feet; thence North 25 degrees 28 minutes 38 seconds East 371.29 feet; thence North 71 degrees 11 minutes 10 seconds East 651.91 feet; thence North 89 degrees 02 minutes 35 seconds East 508.93 feet; thence North 88 degrees 36 minutes 55 seconds East 435.13 feet; thence South 00 degrees 20 minutes 35 seconds East 2581.30 feet to a point on the South line of said Section 6; thence along said South line South 88 degrees 59 minutes 10 seconds West 656.57 feet to the South 1/4 corner of said Section 6; thence continuing along said South line South 88 degrees 59 minutes 25 seconds West 661.36 feet; thence South 00 degrees 02 minutes 15 seconds West 837.50 feet; thence South 89 degrees 52 minutes 55 seconds West 199.71 feet; thence West 71.83 feet along the arc of a 4688.00 foot radius circular curve to the left through a central angle of 00 degrees 52 minutes 40 seconds having a chord that bears South 89 degrees 27 minutes 55 seconds West 71.83 feet; thence North 00 degrees 52 minutes 15 seconds West 834.96 feet; thence North 78 degrees 59 minutes 20 seconds East 42.15 feet; thence North 00 degrees 12 minutes 55 seconds East 391.27 feet; thence South 88 degrees 59 minutes 25 seconds West 356.31 feet; thence North 00 degrees 55 minutes 10 seconds West 406.20 feet to the Point of Beginning. Being a part of the South 1/2 of Section 6 and a part of the Northwest 1/4 of Section 7, Town 2 South, Range 4 East, City of Chelsea, Washtenaw County, Michigan.

LEGEND	
	= ACCESS EASEMENT
	= WETLAND BOUNDARY DELINEATED BY: GUS LAND PLANNING, LLC (NOV. 2020)
	= FLOODWAY
	= FLOOD ZONE AE (1% HAZARD) (100 YEAR)
	= FLOOD ZONE X (0.2% HAZARD) (500 YEAR)
PER FEMA PANEL 26161C0184E EFFECTIVE DATE: APRIL 3, 2012	

ACCESS EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER ROADS IN RELEASE PARCEL 1 (LIBER 4428, PAGE 468) (LIBER 4580, PAGE 375)



WETLANDS DELINEATED BY:  
GUS LAND PLANNING, LLC  
NOVEMBER OF 2020



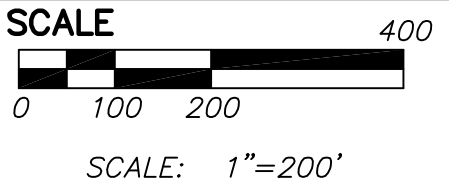
Know what's below.  
Call before you dig.



LEGEND			
	= LIGHT POLE		= SPOT ELEV.
	= UTILITY POLE		= POST
	= GUY ANCHOR		= GATE VALVE
	= HYDRANT		= SIGN
	= TC = TOP OF CURB		= TW = TOP OF WALL
	= O = MANHOLE		= CATCHBASIN
	= END SECTION		= ASPHALT
	= EXISTING STORM		= EXISTING SANITARY
	= EXISTING WATER		= EXISTING GAS
	= EXISTING ELECTRIC		= EXISTING TELEPHONE

**BENCHMARK** BM1=TOP NUT ON HYDRANT, NORTH OF DEXTER-CHELSEA RD AND 9'± WEST OF THE SOUTHWEST PROPERTY CORNER, ELEV=920.28 (NAVD 88).  
BM2= NAIL IN WLY FACE OF 26" WALNUT, 43'± NORTH OF DEXTER-CHELSEA RD AND 37'± NE'LY OF THE SOUTHEAST PROPERTY CORNER, ELEV=927.38 (NAVD 88).

REVISIONS	



PREPARED BY   
THOMAS L. SUTHERLAND P.S., MICH No. 24620

CIVIL ENGINEERS  
PLANNERS • SURVEYORS  
LANDSCAPE ARCHITECTS  
3526 W. LIBERTY RD  
ANN ARBOR, MI 48103  
TEL. 734-761-8800  
FAX. 734-761-9530  
WASHTENAWENGINEERING.COM

**WASHTENAW  
ENGINEERING**

M/I HOMES OF  
MICHIGAN  
40950 WOODWARD AVE.  
BLOOMFIELD HILLS, MI 48304  
PH: (248)-221-5011

CLIENT

SHEET

PROJECT

SECTION 6 & 7 TOWN 2 SOUTH RANGE 4 EAST

CITY OF CHELSEA  
WASHTENAW COUNTY • MICHIGAN

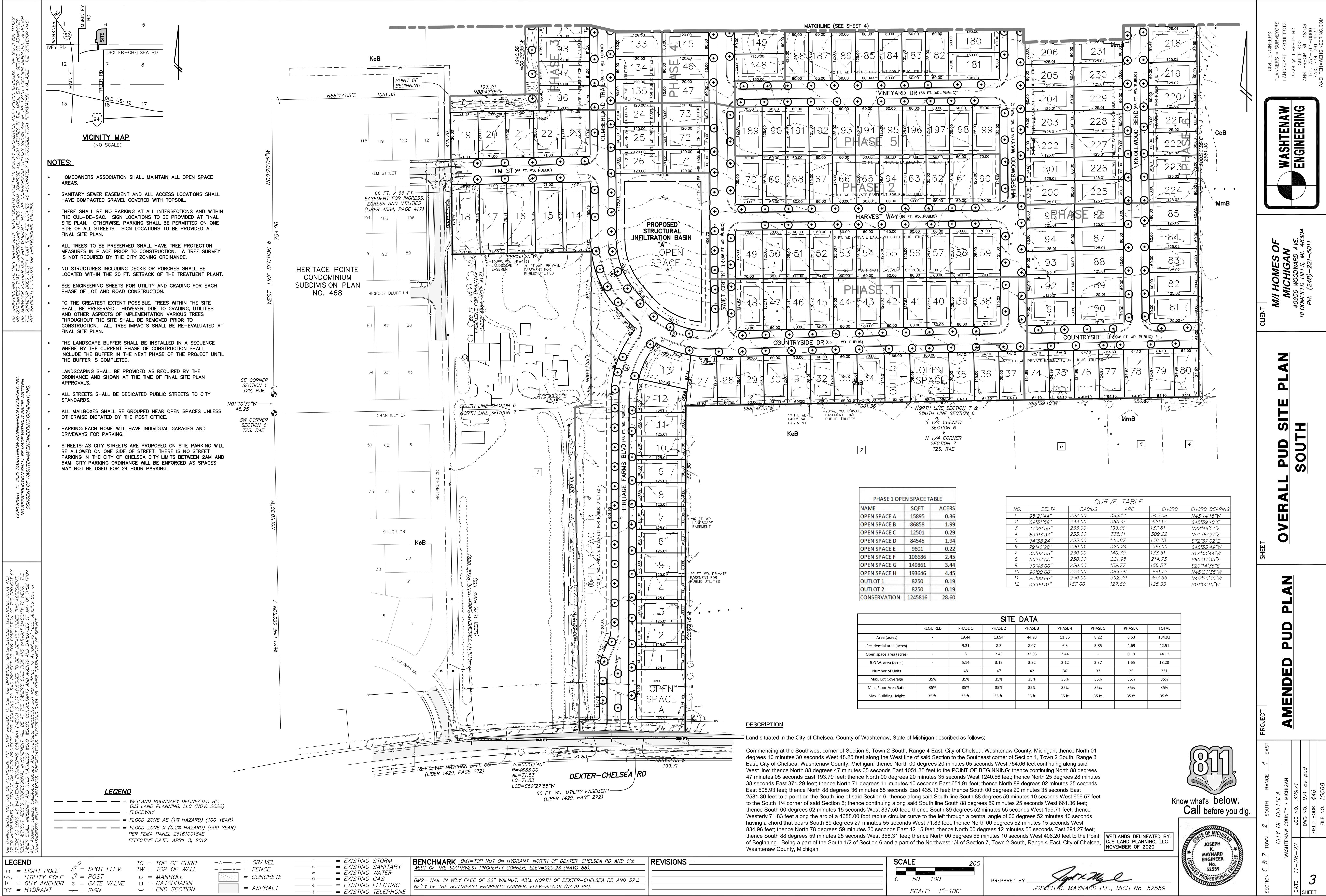
DATE 11-28-22 JOB NO. 32971

DWG NO. 774-bndr/200 FIELD BOOK 446

FILE NO. 10668

2 SHEET







THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING RECORDS. THE SURVEYOR MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN-SERVICE OR ABANDONED. THE SURVEYOR DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATE AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.

COPYRIGHT © 2022 WASHTENAW ENGINEERING COMPANY, INC. NO REPRODUCTION SHALL BE MADE WITHOUT PRIOR WRITTEN CONSENT OF WASHTENAW ENGINEERING COMPANY, INC.

THE OWNER SHALL NOT USE OR ALLOW ANY OTHER PERSON TO USE THE DRAWINGS, SPECIFICATIONS, ELEVATIONS, ETC., FOR ANY OTHER PROJECTS. THE DRAWINGS, SPECIFICATIONS, ELEVATIONS, ETC., ARE NOT TO BE USED FOR ANY OTHER PROJECTS. THE DRAWINGS, SPECIFICATIONS, ELEVATIONS, ETC., ARE NOT TO BE USED FOR ANY OTHER PROJECTS.

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UNIT AREAS		UNIT AREAS		UNIT AREAS		UNIT AREAS	
Unit No.	Area (sf)	Unit No.	Area (sf)	Unit No.	Area (sf)	Unit No.	Area (sf)
1	7,500	76	8,011	151	7,800	226	7,501
2	7,500	77	8,011	152	7,800	227	7,501
3	7,500	78	8,011	153	7,800	228	7,501
4	7,500	79	8,011	154	7,800	229	7,501
5	7,500	80	7,976	155	9,100	230	7,501
6	7,500	81	8,751	156	7,500	231	7,501
7	7,500	82	7,500	157	7,500		
8	7,500	83	7,500	158	7,500		
9	7,500	84	7,500	159	7,500		
10	7,500	85	7,500	160	7,500		
11	7,500	86	7,500	161	7,500		
12	9,310	87	7,500	162	7,500		
13	10,400	88	7,500	163	7,500		
14	12,986	89	7,500	164	7,500		
15	12,715	90	8,750	165	7,500		
16	12,697	91	8,750	166	7,486		
17	12,679	92	7,500	167	7,500		
18	12,661	93	7,500	168	7,500		
19	8,520	94	7,500	169	7,500		
20	8,520	95	7,500	170	7,500		
21	8,520	96	8,123	171	7,500		
22	8,520	97	7,995	172	7,500		
23	8,853	98	7,995	173	7,500		
24	7,200	99	7,995	174	9,100		
25	7,200	100	7,995	175	7,800		
26	7,200	101	7,995	176	7,800		
27	9,430	102	7,995	177	7,800		
28	7,500	103	7,995	178	7,800		
29	7,500	104	7,995	179	7,800		
30	7,500	105	7,995	180	7,800		
31	7,500	106	7,995	181	9,100		
32	7,500	107	7,995	182	7,500		
33	7,500	108	7,995	183	7,500		
34	8,750	109	7,995	184	7,500		
35	8,013	110	7,995	185	7,500		
36	8,013	111	7,995	186	7,500		
37	8,013	112	7,995	187	7,500		
38	8,782	113	7,995	188	7,500		
39	7,571	114	7,995	189	8,750		
40	7,613	115	8,708	190	7,500		
41	7,655	116	10,977	191	7,500		
42	7,697	117	11,242	192	7,500		
43	7,738	118	11,242	193	7,500		
44	7,780	119	10,703	194	7,500		
45	7,822	120	10,476	195	7,500		
46	7,864	121	12,358	196	7,500		
47	7,906	122	9,344	197	7,500		
48	9,277	123	7,800	198	7,500		
49	8,750	124	7,800	199	8,750		
50	7,500	125	9,344	200	7,500		
51	7,500	126	9,600	201	7,500		
52	7,500	127	7,200	202	7,500		
53	7,500	128	7,200	203	7,500		
54	7,500	129	7,200	204	7,500		
55	7,500	130	7,200	205	7,500		
56	7,500	131	7,200	206	7,500		
57	7,500	132	7,200	207	7,500		
58	7,500	133	7,200	208	8,981		
59	7,500	134	7,200	209	9,024		
60	7,500	135	7,200	210	9,024		
61	7,500	136	7,500	211	9,024		
62	7,500	137	7,500	212	9,024		
63	7,500	138	9,600	213	9,024		
64	7,500	139	7,200	214	9,024		
65	7,500	140	7,200	215	8,557		
66	7,500	141	7,200	216	7,500		
67	7,500	142	7,200	217	8,750		
68	7,500	143	7,200	218	11,335		
69	7,500	144	7,200	219	7,501		
70	8,750	145	7,200	220	7,501		
71	7,200	146	7,200	221	7,501		
72	7,200	147	7,200	222	7,501		
73	7,200	148	9,100	223	7,501		
74	8,012	149	7,800	224	7,501		
75	8,011	150	7,800	225	7,501		

PARKING: EACH HOME WILL HAVE INDIVIDUAL GARAGES AND DRIVEWAYS FOR PARKING.

STREETS: AS CITY STREETS ARE PROPOSED ON SITE PARKING WILL BE ALLOWED ON ONE SIDE OF STREET. THERE IS NO STREET PARKING IN THE CITY OF CHELSEA CITY LIMITS BETWEEN 2AM AND 5AM. CITY PARKING ORDINANCE WILL BE ENFORCED AS SPACES MAY NOT BE USED FOR 24 HOUR PARKING.

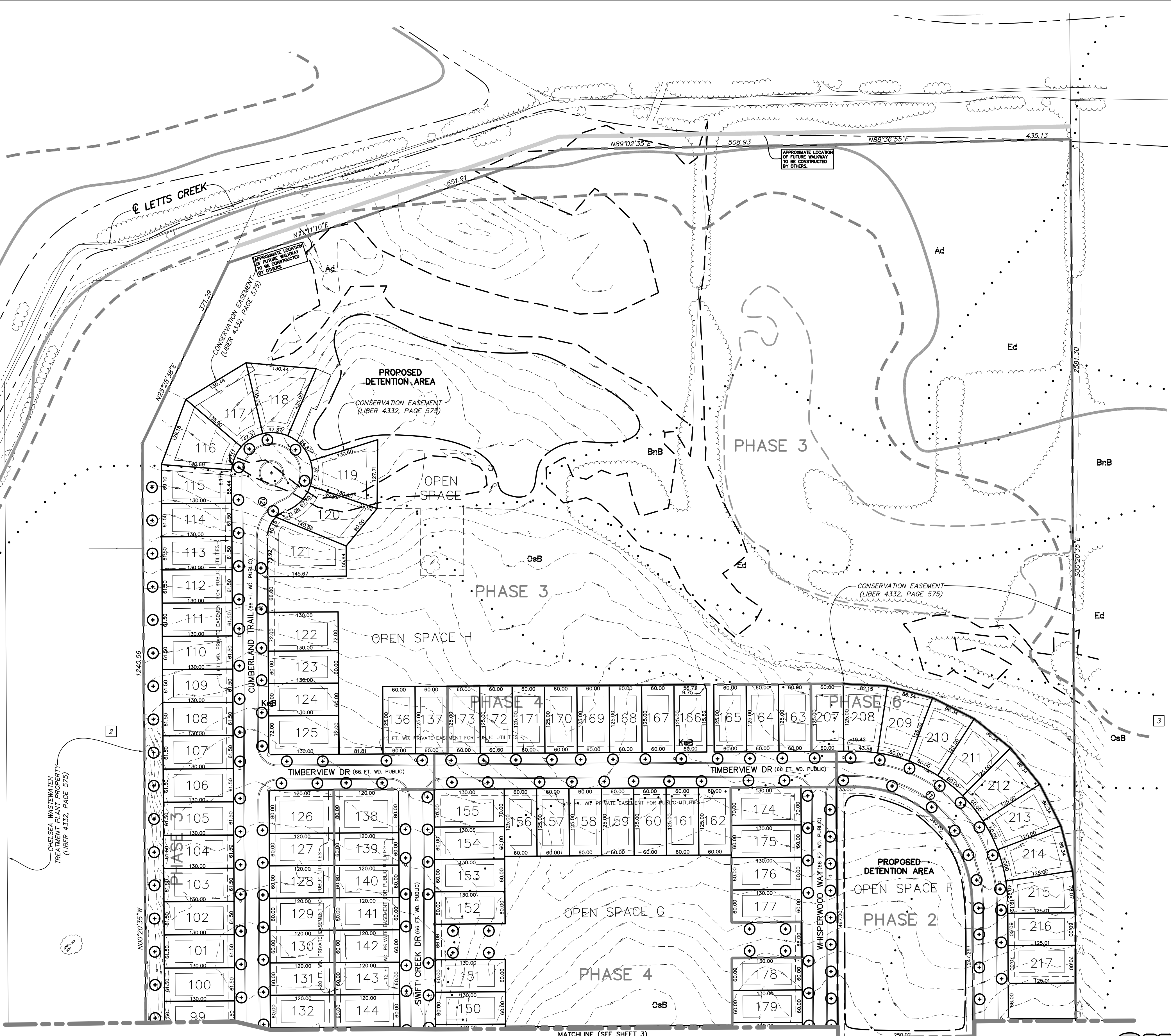
**WASHTENAW COUNTY SOIL SURVEY CLASSIFICATION**

Ad = ADRIAN MUCK, 0 TO 2 PERCENT SLOPES  
Bo = BOYER LOAMY SAND, 0 TO 6 PERCENT SLOPES  
Co = CONOVER LOAM, 0 TO 4 PERCENT SLOPES  
Ed = EDWARDS MUCK  
Ka = KENDALLVILLE LOAM, 2 TO 6 PERCENT SLOPES  
Mi = MIAMI LOAM, 2 TO 6 PERCENT SLOPES  
Os = OSHTIMO LOAMY SAND, 0 TO 6 PERCENT SLOPES  
..... = SOILS BOUNDARY

SOILS ARE BASED ON USDA SOIL SURVEY OF WASHTENAW COUNTY.

**LEGEND**

Light Pole, Utility Pole, Guy Anchor, Hydrant, Spot Elev., Post, Gate Valve, Sign, Top of Curb, Top of Wall, Manhole, Catchbasin, End Section, Gravel, Fence, Concrete, Asphalt, Existing Storm, Existing Sanitary, Existing Water, Existing Gas, Existing Electric, Existing Telephone.



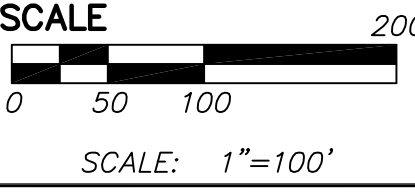
OWNERSHIP TABLE					
NO.	TAX ID	NAME	STREET ADDRESS	CITY, STATE, ZIP CODE	CITY / TOWNSHIP ZONING
1	06-07-07-225-018	SCOTT CHAPMAN	P.O. BOX 338	CHELSEA, MI 48118	CITY OF CHELSEA RS-1 SINGLE FAMILY
2	06-07-06-360-002	CITY OF CHELSEA	305 S. MAIN ST, STE. 100	CHELSEA, MI 48118	CITY OF CHELSEA MU-1 MUNICIPAL USE
3	0-07-06-400-003	GARY & JANET ADAMS	13742 DEXTER-CHELSEA RD	CHELSEA, MI 48118	LIMA TOWNSHIP AG-2 AGRICULTURE
4	0-07-07-100-002	GARY HILBURN & KRISTAL THOMPSON	13880 DEXTER-CHELSEA RD	CHELSEA, MI 48118	LIMA TOWNSHIP AG-2 AGRICULTURE
5	0-07-07-100-003	DOUGLAS & PATRICE BRINK	13910 DEXTER-CHELSEA RD	CHELSEA, MI 48118	LIMA TOWNSHIP AG-2 AGRICULTURE
6	06-07-07-125-007	CORRY ORYAN	13966 DEXTER-CHELSEA RD	CHELSEA, MI 48118	CITY OF CHELSEA AG-1 AGRICULTURAL
7	06-07-07-225-017	RICHARD & VIRGINIA HAUGEN	14080 DEXTER-CHELSEA RD	CHELSEA, MI 48118	CITY OF CHELSEA AG-1 AGRICULTURAL

**BENCHMARK** BM1=TOP NUT ON HYDRANT, NORTH OF DEXTER-CHELSEA RD AND 9<sup>th</sup> WEST OF THE SOUTHWEST PROPERTY CORNER, ELEV=920.28 (NAVD 88).  
BM2= NAIL IN WLY FACE OF 26" WALNUT, 43<sup>rd</sup> NORTH OF DEXTER-CHELSEA RD AND 37<sup>th</sup> NELY OF THE SOUTHEAST PROPERTY CORNER, ELEV=927.38 (NAVD 88).

**REVISIONS**

**LEGEND**

WETLAND BOUNDARY DELINEATED BY: GJS LAND PLANNING, LLC (NOV. 2020)  
FLOODWAY  
FLOOD ZONE AE (1% HAZARD) (100 YEAR)  
FLOOD ZONE X (0.2% HAZARD) (500 YEAR)  
PER FEMA PANEL 26161C0184E  
EFFECTIVE DATE: APRIL 3, 2012



PREPARED BY: JOSEPH K. MAYNARD P.E., MICH No. 52559

WETLANDS DELINEATED BY: GJS LAND PLANNING, LLC NOVEMBER OF 2020

811 Know what's below. Call before you dig.

STATE OF MICHIGAN  
JOSEPH K. MAYNARD  
ENGINEER  
No. 52559  
LICENSED PROFESSIONAL ENGINEER

**WASHTENAW ENGINEERING**

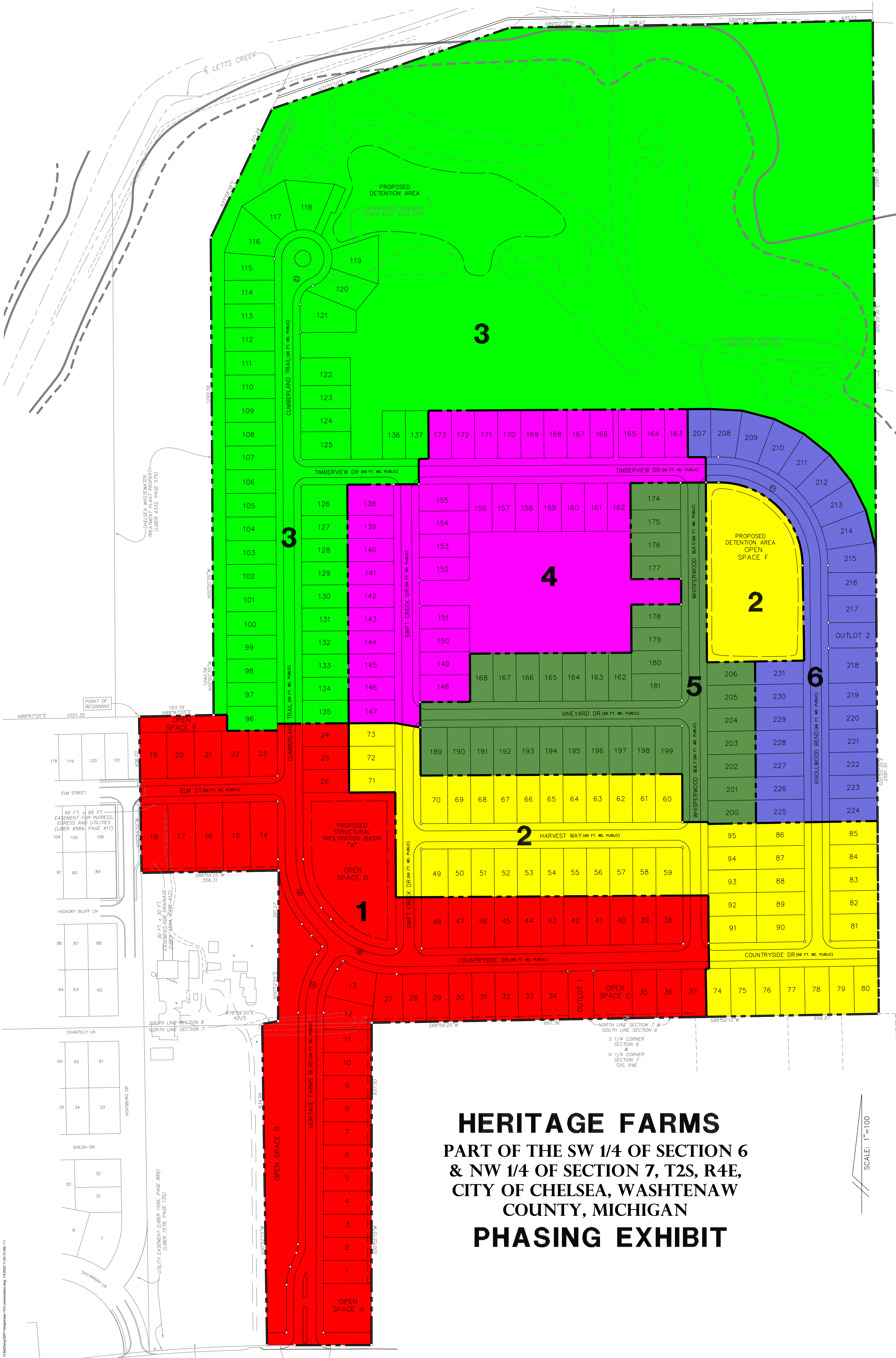
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**M/I HOMES OF MICHIGAN**  
40950 WOODWARD AVE.  
BLOOMFIELD HILLS, MI 48304  
PH: (248)-221-5011

**OVERALL PUD SITE PLAN AMENDED PUD PLAN NORTH**

SECTION 6 & 7 TOWN 2 SOUTH RANGE 4 EAST  
CITY OF CHELSEA  
WASHTENAW COUNTY • MICHIGAN  
DATE 11-28-22 JOB NO. 32971 DWG NO. 971-01-PUD FIELD BOOK 446 FILE NO. 10668  
4 SHEET





**HERITAGE FARMS**  
**PART OF THE SW 1/4 OF SECTION 6**  
**& NW 1/4 OF SECTION 7, T2S, R4E,**  
**CITY OF CHELSEA, WASHTENAW**  
**COUNTY, MICHIGAN**  
**PHASING EXHIBIT**

SCALE: 1"=100'



**CITY OF CHELSEA**  
**AMENDED AND RESTATED DEVELOPMENT AGREEMENT**  
**FOR**  
**HERITAGE FARMS, A DEVELOPMENT WITHIN**  
**PLANNED UNIT DEVELOPMENT DISTRICT**  
**CHELSEA CITY PUD NO. GGGGG**

THIS AMENDED AND RESTATED DEVELOPMENT AGREEMENT ("Agreement") is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 202~~2~~3, by and between ~~Westview Capital~~M/I Homes of Michigan, LLC, ~~795 Clyde Court, Byron Center, MI 49315~~40950 Woodward Ave., Suite 203, Bloomfield Hills, Michigan 48304 ("Developer"), JBRMC, LLC, DJK ~~ANN ARBOR~~Ann Arbor, LLC, the Ann Merkel Trust and ~~ANN MERKEL TRUST~~(“the Martin Merkel Trust (collectively, “Sellers”)) and the City of Chelsea, a Michigan City, 305 South Main Street, Suite 100, Chelsea, Michigan 48118 (the “City”).

**RECITALS**

A. The Developer desires to develop the HERITAGE FARMS, A DEVELOPMENT WITHIN PLANNED UNIT DEVELOPMENT DISTRICT, CHELSEA CITY PUD NO. GGGGG on approximately 104.92 acres (Parcel ID #06-07-06-360-006) which is legally described on Exhibit "A" attached hereto and made part of this Agreement ("the Property") which is located on Chelsea-Dexter Road, Chelsea, Michigan 48118, which

property is being developed as a residential project. (~~hereafter referred to as the~~  
"Development" or the "PUD"). The Development ~~constitutes~~will contain 231 units ~~described~~  
~~on Exhibit "A" and "B"~~that will be developed in phases ~~one (1) through six (6) (Phasing~~  
~~amended March 16, 2021 by the City of Chelsea Planning Commission)~~, as provided below.

B. The Property was previously the subject of the 'Heritage Pointe Planned Unit Development Agreement' between the then Village of Chelsea, the City's predecessor, dated April 8, 2003, recorded November 4, 2003, Liber 4332, pages 575-674, Washtenaw County Records, and the Master Deed for Heritage Pointe, a Site Condominium, Washtenaw County Condominium Subdivision Plan No. 463, recorded October 27, 2004, Liber 4435, page 11, First Amendment recorded October 27, 2006, Liber 4589, page 590, and Second Amendment recorded January 6, 2008, Liber 4660, page 815, Washtenaw County Records;

~~C. The Developer is the assignee of the original developer;~~

C. The Development is currently subject to a Development Agreement dated July 19, 2021 (the "Original Heritage Farms Development Agreement") that was entered into by Westview Capital LLC ("Westview"), JBRMC, LLC, DJK Ann Arbor, LLC, and the Ann Merkel Trust, and the City;

D. Westview did not acquire Property and Sellers and Developer have entered into a purchase and sale agreement for the Property;

E. The Developer has submitted to the City an amended PUD site plan (the "Amended PUD Plan") for the Development;

~~D.F.~~ F. The Developer desires to develop the entire project pursuant to Amended PUD Plan and the City of Chelsea Zoning Ordinance;

~~E.G.~~ The Developer is purchasing the Property ~~phase-by-phase-as-each-phase~~on a phased basis and is developed;developing the Property in phases pursuant to the phasing plan that is part of the Amended PUD Plan (the “Phasing Plan”);

~~F.H.~~ Therefore, until the Developer is the title owner of all the Property, the Sellers are also parties to this Development Agreement for the purposes of completing the PUD;

~~G.I.~~ As ~~the property subject to~~ each phase of the Proj~~erty~~peerty is purchased, the parties will execute an amendment to this Agreement releasing Sellers who have transferred title to Developer;

~~H.J.~~ The Developer desires to build all necessary on-site infrastructure for the Development, such as, but not limited to water service lines, lighting, sanitary sewers, storm sewers, drainage facilities, streets landscaping, curbs and gutters and retention/detention facilities, without the necessity of special assessments by the City;

~~I.K.~~ The Developer desires to install the unit grading and soil erosion and sedimentation control improvements proposed on the construction plans in order to facilitate the drainage of storm water from the Development in such a manner as is not expected to result in damage to any adjacent property outside of the Development or increase the flow of storm water or decrease in water quality of storm water from the Development;

~~J.L.~~ ~~Agreements, approvals, and conditions agreed to by the Developer's assignor and the City (Village)~~Except as provided in this Agreement, the Amended PUD Plan and the exhibits attached hereto, the approvals, and conditions provided in the Heritage Pointe Planned Unit Development Agreement remain in effect and are transferred to the Developer, including, but not limited to, conditions of all approvals by the City regarding zoning and final site plan approval for

the entire Development and permits that may have been issued by appropriate governmental review agencies for the Development;

~~K.M.~~ Approvals

a. the City of Chelsea (Village) Planning Commission approved:

i. ~~Final Site~~ Recommendation for approval of the Amended PUD Plan  
on \_\_\_\_\_, 2023;

~~i.ii.~~ Approval of the final site plan for Phase 1 ~~only dated June 27, 2006~~  
~~(previously called Phase 2B) upon execution of~~ of the Development  
~~Agreement, Planning Commission Minutes from December 21,~~  
~~2004~~ only, on \_\_\_\_\_, 2023 [NOTE: this only applies if phase  
1 final site plan is approved concurrently with Amended PUD Plan];  
and

~~ii. Minor PUD Area Plan Amendment, Phasing, March 16, 2021~~

~~iii. Final Site Plan Renewal of Phase 1 only, May 18, 2021 (previously  
called Phase 2B)~~

~~iv.iii.~~ Conditions to ~~Approvals~~ Approval, if any, as stated in the ~~minutes~~  
~~(Planning Commission Meeting Minutes which are attached hereto as~~  
Exhibit ~~C)~~ B.

b. The City of Chelsea City (Village) Council approved:

i. ~~Rezone~~ The rezoning of the Property to PUD ~~approval dated~~ on April  
8, 2003;

~~ii. Area Plan Amendment dated June 27, 2006~~

~~iii. Area Plan Renewal dated January 4, 2021~~

~~iv. PUD Area Plan Amendment dated June 21, 2021~~

ii. Approval of the Amended PUD Plan, City on \_\_\_\_\_, 2023;

and

~~v.iii.~~ Conditions to Approvals, if any, as stated in the ~~minutes (City~~  
Council Meeting Minutes attached hereto as Exhibit D)C.

~~L.~~ N. The City Director of Planning and Zoning and the City's contracted qualified engineering consultant (Ted Erickson, IMEG) will review final construction plans for Phase ~~I~~1 to evaluate compliance with all conditions of the Final Site Plan approval and Engineering Standards of the City of Chelsea. ~~Execution of this agreement on \_\_\_\_\_ shall occur only upon determination that all conditions are met and shall serve as the revised date for Phase I Final Site Plan Approval.~~ Future phases will be subject to site plan review if required by the ~~City~~City's Zoning Ordinance;

~~M.~~ O. All approved final site plans for phases of the Development shall be consistent with the purposes and objectives of the City's Zoning Ordinance pertaining to the use and development of the Development, and the City Zoning Ordinance requires an agreement for this Development;

~~N.~~ P. The execution of this ~~Development~~ Agreement is not the approval of the final site plan for any future phases of the Development ~~and does not bind the City to approve a site plan for those future phases.~~

~~O.~~ ~~The execution of this Development Agreement is intended to complement the prior Development Agreement, which is incorporated here by reference. Any provision in the prior Development Agreement in conflict with this Agreement, will be void and the language of this Agreement will control.~~



~~P. Except as stated above, this Development~~ Q. This Agreement supersedes ~~any provision of the prior Development Agreement for the~~ Heritage Pointe Planned Unit Development Agreement and its Master deeds, and its Amendments, By-Laws, or any Development and Condominium Agreement ~~and the Original Heritage Farms Development Agreement.~~ The recording of any Master Deed or Condominium ~~By-Laws~~ Bylaws which ~~is~~ are not consistent with this Agreement and approved by the City ~~and this Development Agreement~~ is not binding upon the City of Chelsea, its officers, agents , employees or attorneys.

\_\_\_\_NOW, THEREFORE, in consideration of the premises and the mutual covenants of the parties described in this Agreement, and with the express understanding that this Agreement contains important and essential terms as part of the final approval of the Developer's Amended PUD Plan for the Development [add if applicable; and final site plan for the Development; Phase II], the parties agree as follows:

## ARTICLE I

### GENERAL TERMS

1. **Recitals Part of Agreement.** Developer and the City acknowledge and represent that the foregoing recitals are true, accurate and binding on the respective parties and are an integral part of this Agreement.
2. **Zoning District.** The Development is zoned PUD for the development and for purposes of recordation shall be referred to as the Heritage Farms Planned Unit Development District No. GGGGG [the 'PUD']. The PUD is approved for the following dimensional standards:
  - a. Lot area: 7200 SF Minimum

- b. Setbacks: 20 foot front yard, 10 foot side yard, ~~20 foot rear yard: Lots 11-24, 5762, 78-150, 160-169, 203-206~~ (20 feet total between homes), 20 foot rear yard (note: rear setbacks for all lots backing to the wastewater treatment facility are 20 feet)
- ~~e. Setbacks: 30 foot front yard, 10 foot side yard, 30 foot rear yard: Lots 1-10, 25-56, 63-77, 151-159, 170-202, 207-231~~
- ~~d.c.~~ Lot Coverage Ratio: 35% (Amended 6/21/21)
3. **Approval of Final Site Plans.** The final site plan for each future phase of the Development shall be submitted and reviewed pursuant to the authority granted to and vested in the City pursuant to Act No. 110 of the Public Acts of 2006, as amended, the Michigan Zoning Enabling Act, prior to any work on such phase of the Development.
4. **Conditions of Final Site Plan Approval.** The approved final site plan for each phase of the Development shall incorporate the City's approved conditions and requirements that ~~were~~ are not inconsistent with this Agreement and Amended PUD Plan and adopted by the City Planning Commission, consultants and departments of the City.
5. **Modifications of Agreement by Phase.** ~~As a condition~~ If Developer seeks approval of a final site plan approval for ~~each~~ a phase that requires an amendment to this Agreement and the amendment is approved by the City, the parties will review and revise this ~~Development~~ Agreement as necessary.
6. **Agreement Running with the Land.** The terms, provisions and conditions of this Agreement shall be deemed to be of benefit to the Development described herein, shall be deemed a restrictive covenant which shall run with the land and be binding upon and inure to the benefit of the parties, their designated successors and assigns; and may not be modified or rescinded except as may be agreed to in writing by the City, the Developer

and/or ~~their respective~~its successors and assigns. This ~~restrictive covenant~~Agreement shall be incorporated by the appropriate executed instruments into the title of the Development, and any Master Deed or similar restrictive covenants ~~and easements of record.~~ Anything to the contrary herein notwithstanding, no person who is neither a party hereto or ~~the~~a designated successor or assignee of a party shall be deemed an intended contractual beneficiary of this Agreement or have the right to commence any lawsuit or proceeding to enforce this Agreement or any portion thereof.

7. **Condominium Documents.** Any Master Deed, Bylaws, appurtenant easements, and deed restrictions for a phase of the Development ("Condominium Documents"), shall be submitted by the Developer and reviewed by the City as part of the final site plan approval process for such phase. The City shall retain the right, but shall have no obligation, to enforce the provisions of said documents, when the City determines enforcement to be necessary in the interests of public health, safety or welfare. Said documents shall be incorporated into and made a part of the approved final site plan for the applicable phase of the Development. Any amendments to any Master Deed, Bylaws or deed restrictions must be approved by the City in those instances where the amendment would vary or modify any condition of approval of the Development.

8. **Developer's Title to Premises and obligations to insure title to project improvements ~~and Prior Development Agreement for Heritage Pointe.~~** The Developer warrants that it has authority to ~~bind the owner and all parties in title or who have interests in the land and premises described in~~enter into this Agreement, ~~the prior Development Agreement, Master Deed and associated documents, and to subordinate their interests to rights.~~ Before construction of ~~the City and the obligations of the Developer as set forth in this Agreement.~~

~~For purposes of supporting this warranty, the~~any phase is undertaken, Developer shall:  
furnish the City with a copy of the deed from Sellers conveying to Developer title to the  
applicable phase or a commitment for title insurance evidencing that Developer is the  
owner of such phase.

a. ~~Before any construction is undertaken, furnish the City with a commitment for title insurance, certified down to the effective date of this agreement, or in the alternative, a title search with copies of all recorded documents from the last recorded warranty deed, without any exceptions or reservations, showing a merchantable title to the premises. The title commitment or title search shall be subject to review and approval of the Office of City Attorney. Any objections or exceptions to title necessary for performance of this agreement shall be made in writing within 14 days of the submission of the title commitment or search. Developer must remove the objections by recording instruments of title or in the alternative obtain a policy of title insurance insuring the interests of the City in such amount as reasonably requested by the City to insure the interests of the City in the improvements made or to be made as provided herein.~~

b. ~~With regard to the prior development agreement the Developer shall obtain the consent or release of any person or party having an interest in the land who consents to the performance of this Agreement, in such form as reasonably required by the Office of City Attorney or other agent or department designated from time to time by the Chelsea City Council.~~

## ARTICLE II

### PROVISIONS REGARDING DEVELOPMENT

1. **Permitted Principal Uses.** The permitted principal uses within the Development shall be those set forth in the PUD zoning ordinance adopted for the Development. ~~Permitted principal structures and permitted accessory buildings are those depicted on the City's approved Area Plan and those approved in the Final Site Plan.~~ this Agreement and the Amended PUD Plan. Permitted site improvements shall be identified in an approved final site plan.
2. **Common Areas.** Where certain portions of the Development are dedicated to common use or general common elements to be used for drainage, open space, drives, streets, utilities, landscaping, and parking, such improvements must be installed by the Developer pursuant to this Agreement, the Amended PUD Plan and approved final site plan and approved by the City.
3. **Use of General Common Element Open Areas.** With the exception of landscaping improvements, storm drainage improvements, utilities or other improvements required to be installed by the Developer which are depicted on ~~plans and specifications~~ the final site plan and construction drawings and which have been approved by the City, no improvements shall be installed or constructed within the open areas without ~~such~~ the prior approval of the City as is required by City ordinance or the Condominium Documents, which approval shall not unreasonably be withheld or delayed.
4. **Security for Improvements in Common Areas.** As security for the completion of the utilities, roads, and other site improvements for each phase of the Development (collectively ~~the~~ "Improvements"), ~~for each~~ prior to commencing construction of a phase the Developer will provide a cash deposit, performance bond, or an irrevocable bank letter of credit ~~to the City to based on the estimated cost of the Improvements as~~

~~follows:~~(each a “Performance Guaranty”) to the City based on the estimated cost of the Improvements for such phase. Prior to commencing construction of a phase, Developer shall provide to the City for its review and approval an engineer’s estimate of the cost of performing the following work within such phase: (i) sanitary sewer mains; (ii) water mains; (iii) storm sewer lines and facilities; (iv) earthwork; (v) street construction; (vi) common area landscaping; (vii) monuments; and (viii) any other site improvements that require performance guaranties under the City’s Ordinances. The engineer’s estimate of cost for a phase shall be reviewed by the City Engineer and approved by the City Director of Zoning and Planning in accordance with the City’s applicable Ordinances.

~~Sanitary Sewer: \$335,345.00~~

~~Watermain: \$239,900.00~~

~~Storm Sewer: \$242,942.00~~

~~Earthwork: \$159,250.00~~

~~Street Construction: \$377,709.00~~

~~Landscaping: \$77,525.00~~

~~Other: \$28,525.00~~

~~MONUMENTS: \$10,000.00~~

~~The Developer will deposit such funds as verified by the City Engineer to complete-~~ Based on the cost estimates for the Improvements for a phase that have been provided by the project engineer and reviewed and approved by the City Engineer and Director of Zoning and Planning, and prior to the commencement of construction of such phase, the Developer will deposit with the City Clerk. The performance guaranties for the completion of the Improvements within such phase. The performance guaranties shall consist of escrowed

cash ~~escrow agreement~~, security bond, and/or irrevocable bank letter of credit, which must be approved ~~by the City Clerk. The amount stated above is based on specifications and estimates prepared as to form~~ by the ~~Developer in an "itemized estimate" submitted by the Developer for each phase, reviewed by the City Engineer and approved by the City Director of Zoning and Planning.~~ City Clerk. All such common ~~i~~Improvements \_\_\_\_\_ shall be installed as agreed upon between the Developer and the City ~~of Chelsea~~ as \_\_\_\_\_ presented on \_\_\_\_\_ the final site plan for the applicable phase of the Development approved by the Planning \_\_\_\_\_ Commission, ~~prior to commencement of construction for each phase.~~

\_\_\_\_\_ Engineering changes to meet the provisions of this Agreement, the Amended PUD Plan and exhibits attached hereto or current City and County Standards or minor changes that are consistent with the spirit and intent of this Agreement shall be acceptable if approved \_\_\_\_\_ by the City Director of Planning and Zoning. Upon the written request of Developer, but \_\_\_\_\_ no more frequently than every 60 days, the City shall refund the pro-rata amount of the \_\_\_\_\_ escrow or release the cash deposits or modify an irrevocable letter of credit within 45 \_\_\_\_\_ days after review and approval by the City Engineer, based on the percentage of completion of the Improvements within the applicable phase.

5. **Developer's Construction Responsibilities; Maintenance of Site, Unsold Units and Common Areas.** The Developer shall:
- a. remove any construction debris, trash, rubbish or unsightly weeds at least every 30 days during periods of construction.
  - b. maintain ~~the~~common area landscaping and landscaping with an unsold unit in an attractive state.

- c. maintain construction fencing of the entire site in a safe and secure manner. When the development of a phase ~~receives final certificate of occupancy~~ is complete, the construction fencing shall be removed from that phase and reconstructed to secure the remaining site.
  - d. adhere to all applicable City, State, and Federal building and construction codes and ordinances, including work site safety
  - e. maintain the site, including any unsold units, or lots, and all common areas in a manner consistent with the approved final site plan.
  - f. promptly pay the City for its costs of sweeping of adjacent streets to keep them clean and clear of any dirt, soil, dust or materials from the site or caused by the Development's construction if Developer fails to perform such work.
6. **Requirements for Storm Water System.** The storm water facilities located within the Development, or which are appurtenant to the Development and required to be maintained as part of the Development, per ~~the City Site Plan approvals~~ this Agreement of an approved final site plan, shall be maintained in accordance with the best practices recommended by the Washtenaw County Water Resources Commission 2014 Design Guidelines and Standards, as the same may be amended.
7. **Streets.**
- a. Design. All streets within and for the Development shall be designed, situated, and constructed in accordance with the Amended PUD Plan, all requirements and applicable ordinances of City, ~~the~~ an approved final site plan and other approved PUD Plans.



- b. Early Occupancy. For each phase, all streets depicted on the approved Amended PUD Plan within or necessary to serve all or any part of the ~~d~~Development shall be completed and approved (except top coat) prior to issuance of building permits for the construction of any building or structure to be served by them or to benefit from them. Should the Developer wish to acquire a building permit prior to final acceptance of the public improvements, the security described in Article II, Section 2.4 shall be reviewed and adjusted to reflect the cost of the incomplete work. In such case, building permits shall be issued subject to installation and maintenance of an adequate gravel subsurface base for all entranceways and internal drive areas to provide access for construction traffic, City personnel, and emergency and firefighting equipment; and further, the agreement for completion shall provide that the paving of all areas referenced in this paragraph shall be completed and approved (~~including topcoat~~excluding the topcoat, which may be completed upon the completion of the final phase) prior to issuance of any certificate of occupancy within the portion of the Development to be served by them, but in any event such paving (excluding the topcoat) shall be completed in the applicable phase within 6 months of issuance of the first building permit for a ~~building~~home within ~~ea~~such phase or ~~subphases~~sub-phase of the Development. ~~In~~If the ~~event~~paving within a structure phase is ~~entirely eligible otherwise for completed other than the topcoat,~~ the City will not withhold the issuance of a final certificate of occupancy ~~and for a completed home, provided that~~ the ~~top coat of paving cannot be installed due to~~Developer has posted the onsetrequired performance guaranty for the completion of the topcoat and has otherwise satisfied the requirements for the issuance of

~~winter and the resulting closing of asphalt plants, the City may issue a temporary~~  
~~final~~ certificate of occupancy ~~subject to the previously mentioned financial~~  
~~guarantee remaining in place with a firm commitment by Developer for~~  
~~completion. Any purchase agreement or lease agreement for any building, or any~~  
~~portion of such building, within the Development shall provide that a final~~  
~~certificate of occupancy will not be issued until the paving of such improvements~~  
~~has been completed (including topcoat).~~

- c. Dust Control. Prior to completion of the paving of the streets, Developer shall apply dust palliative to and otherwise maintain such areas as necessary to keep them in good repair and minimize problems for adjacent property owners and the motoring public at large. If Developer fails to maintain and repair the streets, as required, in addition to any enforcement authorization or remedy provided in the deed restrictions or any other agreement, City may issue stop work orders and/or withhold issuance of further approvals, permits, and occupancy certificates for the Development until such failure is cured to the reasonable satisfaction of City. At the time of recording of any deed restrictions or Master Deed, Developer shall incorporate provisions in the deed restrictions or Master Deed providing for maintenance obligations by the owners of the Property in the manner set forth herein, until streets have been accepted by the City.
- d. Scope of Maintenance. For purposes of the maintenance obligations set forth herein, the terms 'maintenance', 'maintain', and/or 'maintained' shall mean and include regular inspections; grading and other earth-moving; removing dirt, debris, and any obstacles; repairing potholes and cracks; adding new materials; providing

for drainage; constructing any needed structures (e.g., without limitation, to provide lateral support, curbing, drainage, etc.); graveling; sealing; resurfacing; and such other action as necessary or expedient to provide structural integrity and substantially continuous, unobstructed, and safe vehicular passage, and providing unobstructed drainage as necessary and required.

8. **Public Sewer and Water.** Developer shall, at its sole expense, construct and install improvements and/or connections tying into the municipal water and sewage systems. If any easements are necessary for the for the Development to access the public sewer and water system ~~for~~that will serve the Development, Developer shall be fully responsible for securing any of those easements ~~in order to install this relief sewer~~ and shall be fully responsible for all associated costs in constructing ~~it.~~any required improvements within such easements. All of the foregoing improvements shall be designed and constructed in accordance with the approved Amended PUD Plan and all applicable City, state, and county standards, codes, regulations, ordinances, and laws. Such water and sanitary sewer service facilities, and easements to reach the area to be served shall be provided by and at the sole expense of Developer, and shall be completed, approved, and dedicated to City (as required by City in its discretion) to the extent necessary to fully service all proposed and existing facilities, structures, and uses within the phase of the Development to be served by those facilities, and easements, prior to issuance of any building permits for any building in such phase of the Development, other than building permits issued prior to the date of this Agreement. The minimum required size for public sewer extensions shall be shown on the final site plan.

The water, storm, and sanitary sewer improvements within and for a particular phase must be completed to the extent that such phase shall, on completion and dedication of such improvements, be fully capable of standing on its own in terms of the provision of water, storm, and sanitary sewer services to such phase according to applicable laws, ordinances, codes, regulations, and standards at the time of construction of each such phase. Developer shall assume all risks associated with any non-availability of water and/or sanitary sewers to serve the structures within the Development, including, without limitation, uninhabitable buildings and fire protection risks, and shall release, indemnify, and hold harmless City from and against any claims arising by reason of any such non-availability. Developer shall, upon completion of installation and testing of the public water, storm and sanitary sewer improvements for each phase of the Development, convey and dedicate all interest in such facilities to City by providing and executing documents and title work in accordance with all applicable City ordinances and requirements

9. **Engineering Approval of Plans.** In accordance with the City of Chelsea Ordinance and City of Chelsea's Engineering Design Specifications, no construction work or grading, except as set forth below, shall be performed on the Development until engineering plans are reviewed and approved. City agrees that all plan reviews required by its engineer shall be "turned-around" expeditiously.
10. **Easements for and Assignments of Water and Sewer Lines.** Developer shall dedicate all on-site easements to the City for the construction and maintenance of public improvements ("water mains and sanitary sewer mains and any other public Improvements" ~~being defined as necessary to provide service to the Development~~)

necessary to provide service to the Development. All easements shall be recorded with the Washtenaw County Register of Deeds and the Developer shall deliver to the City copies of all recorded documents. Upon approval and acceptance by the City Engineer, the Developer shall assign and transfer title to the public improvements such as sanitary sewer system, a water system, and other publicly owned improvements in the Development to the City or other proper authority.

11. **Street Trees/Landscaping.** Developer shall be responsible for installing street trees and all landscaping details as depicted within the "Landscape Plan" ~~approved within the final site plan for all aspects~~ that is part of the Amended PUD Plan for the Development. All landscaping shall be according to the location, number of trees and/or plants, species, and size identified within the "Landscape Plan" ~~as~~ that is part of the approved ~~within the Amended PUD Plan for the Development, subject to any changes that are made in a final site plan for the Development~~ a phase that is approved by the City. Prior to commencing the development of a phase, Developer will ~~make~~ provide the City with an engineer's cost estimate for the landscaping to be installed in such phase, which cost estimate shall be subject to review and approval by the City Engineer and a Performance Guaranty in the form of a cash deposit or letter of credit to the City in the amount of \$77,525.00 specified in the approved cost estimate, which is intended to complete the "installation of the landscaping within the applicable phase pursuant to the approved Landscape Plan." Such Performance Guaranty will be refunded or reduced, as applicable, in accordance with Article II, Section 4, on a proportionate basis, as landscaping is installed and inspected, provided that the Performance Guaranty for an installed street tree shall be refunded or reduced as provided below. Developer may

contractually assign its street tree/landscaping installation obligation for any particular site to a third party, provided Developer remains directly liable for the installation of street trees on such site. Developer shall be responsible for replacing any street tree/landscaping installed within any ~~portion~~phase of the Development as identified within the final site plan approved for the ~~Development~~phase, which is determined by Developer or the City's representative within one (1) year after such street tree's installation to be diseased, dead or dying. ~~The Developer shall assign to the Association following the expiration of such one (1) year period~~Following the one (1) year period for replacing diseased, dead or dying trees, the Developer may assign to the owner of the unit in which such trees are located or, with respect to trees located in common elements, to the association formed to administer the condominium project (the "Association") the obligation to replace diseased, dead or dying street trees and Developer shall have no further obligation with respect thereto. The City shall reduce Developer's ~~Security~~landscaping Performance Guaranty, on a pro-rata basis, for each installed street tree one (1) year after the installation of such street tree, provided that Developer has posted with the City an additional cash security equal to \$25 per residential unit to cover the cost of inspection by the City. In order to optimize the survival rate, Developer may elect to plant street trees in bulk between September 15 and October 30 of each year for the homes completed between May ~~1<sup>st</sup>~~1<sup>st</sup> and September 15<sup>th</sup> of the same year and ~~a temporary Certificate of Occupancy may be obtained based on this schedule, but completion of all landscaping items~~the City shall ~~be a requirement to receive~~not withhold a final ~~Certificate~~certificate of occupancy for a home that is completed within such time period, provided that Developer has posted a Performance Guaranty for

the installation of such street trees and such completed home otherwise satisfies the requirements for the issuance of ~~Occupancy~~ final certificate of occupancy.

12. **Street Lighting.** Developer shall be responsible for installation of all street lighting as depicted on ~~the~~an approved final site plan, including the costs of all installation. Developer shall install down shielded street lighting which meets or exceeds the minimum commercial street lighting standards of the City of Chelsea and is in compliance with the approved final site plan. After installation, the city shall maintain and operate the street lights.
13. **Construction Access.** Developer shall take all reasonable measures requested by the City to reduce any dust created by trucks traveling to and from the construction site, which measures may include, when requested by the City, ~~as well as~~ deploying a water truck on site when dust conditions create a nuisance during the site development stage of construction, the expense of which shall be born exclusively by the Developer. The Developer furthermore agrees not to use the existing streets in Heritage Pointe as construction access.
14. **Construction Work Schedule.** Construction work done by the Developer (including excavation, demolition, alteration and erection) and construction noises shall be prohibited at all times other than:

MONDAY THROUGH FRIDAY — ~~—~~7 A.M. — 7 P.M.

SATURDAY — ~~—~~8 A.M. — 5 P.M.

The City Manager at his/her discretion, may issue a work permit for hours other than listed above upon written request of ~~the owner~~Developer or ~~owner's~~Developer's representative. The request must demonstrate unusual or unique circumstances relating to the proposed construction hours.

15. **Performance Guarantee.** The Developer's ~~deposits, escrows, Master Deed, Bylaws, performance bonds, appurtenant easements, and deed restrictions and/or letters of credit~~Performance Guaranties required under this Agreement shall collectively constitute the performance guarantee to cover site improvements as specified within the Zoning Ordinance.

16. **Engineering Plans and Certification.**

- a. Developer shall furnish ~~a "project engineer's certificate,"~~"as built" engineering plans signed and sealed by an engineer licensed in the State of Michigan ~~indicating~~identifying that the ~~site grading,~~ water transmission system, sanitary sewer system and storm water transportation and detention/retention facilities, have been ~~constructed~~installed substantially in ~~substantial~~ accordance with the approved engineering plans. The City will review and approve improvements in accordance with ~~the City~~this Agreement and the City's published "Engineering Design Specification for Site Improvements" and other applicable laws and ordinances. Developer also shall furnish ~~written~~reasonable evidence to the City that the streets have been ~~determined to be~~ constructed in substantial conformance with the specifications as depicted on the approved final site plan.



~~b.~~ Developer shall furnish "as built" engineering plans in format, compatible with ~~City~~the City's record system ~~and its Engineer~~, and a sealed copy reviewed and approved by the City's Engineer showing all site improvements that have been installed, and any current versions or updates to such records. All inspections for water and sewer (sanitary and storm) installations are to be performed by City and its engineering inspectors, with applicable fees paid by Developer.

~~e.~~b. Developer shall furnish a "project engineer's certificate," signed and sealed by an engineer licensed in the State of Michigan, indicating that prior to grading all soil erosion and sedimentation measures have been complied with.

~~d.~~c. Developer shall submit signed and sealed certification by an engineer licensed in the State of Michigan that "as built" are in substantial accordance with the constructed site improvements.

~~e.~~d. Developer shall furnish a "grading certification" indicating the final "as-built" grades for all storm inlets, lot corners, high points, low points and ditch lines on lots and all storm inlets, high points and low points on roadways. The "grading certification" shall be signed and sealed by a surveyor licensed in the State of Michigan, reasonably acceptable to the City.

~~f.~~e. The City reserves the right to have all documents submitted under this section, and the project as a whole reviewed by the City Engineer at the expense of Developer.

17. **Underground Utilities.** ~~Developer shall install all~~All electric, telephone and other communication systems shall be installed underground in accordance with requirements of the applicable utility company and applicable City Ordinances.

18. **Removal of Construction Debris.** In addition to its responsibilities under [Article II, Section 2.5](#), above, Developer shall remove all discarded building materials and rubbish at least once each month during construction of the Development and within one month of completion or abandonment of construction; ~~provided that the responsibility under this Section 2.22 Approval of the project's site plan or the issuance of permits by the City of Chelsea does not indicate approval of the condition of the project's streets.~~ [No burning of discarded construction material shall be allowed on site.](#)

In the event Developer [\(during the period Developer continues to own and offer for sale any unit within the Development\)](#), or successor owners of the Property and/or the ~~appropriate~~ [body/Association](#) shall at any time fail to carry out one or more responsibilities or obligations relative to maintenance, repair and/or preservation; [of common areas or the Improvements \(that are not maintained by the City or a utility provider\)](#), the City shall have the right to serve written notice upon Developer [\(during the period Developer continues to own and offer for sale any unit within the Development\)](#) or successor owners (through the Association~~or Associations~~), setting forth the deficiencies in maintenance, repair and/or preservation. The notice may also set forth a demand that such deficiencies be cured within a stated reasonable period of time, and further state a date, time and place of hearing before the City Council or other Council, body or official delegated by the City Council, for the purpose of allowing Developer or successor owners, [as applicable](#), to be heard as to why the City should not proceed with the maintenance, repairs and/or preservation which had not been undertaken. At the hearing, the City may take action to extend the time for curing the deficiencies, and the date of the hearing may itself be extended and/or continued to a date certain. If, following the hearing, the City shall determine that the maintenance, repairs and/or preservation have not been completed

within the time specified in the notice, as such time may have been extended by the City, the City shall thereupon have the power and authority, but not the obligation, to enter upon the Property, or cause its agents and/or contractors to enter upon the Property, and perform such maintenance, repairs and/or preservation as found by the City to be appropriate. The cost and expense of making and financing such maintenance, repairs and/or preservation, including the cost of all notices and hearing, including reasonable attorney's fees, plus an administrative fee in the amount of 25% of the cost of such maintenance or preservation, shall be paid by the Developer or successor owners, as applicable, and such amounts shall constitute a lien on all taxable portions of the Property. The City may require the payment of such monies prior to the commencement of any work.

If such costs and expenses have not been paid within thirty (30) days of a billing to Developer or successor owners, through the Association, as applicable, all unpaid amounts may be placed on the delinquent tax roll of the City as regards the taxable portions of the Property (allocated among the several units or lots), and shall accrue interest and penalties, and be collected in the manner made and provided for the collection of delinquent real property taxes in the City. In the discretion of the City, such costs and expenses may also be collected by suit initiated against Developer, successor owners and/or the Association, as applicable, and in such event, Developer, the successor owners and/or the Association, as the case may be, shall pay all Court costs and reasonable attorney's fees incurred by the City in connection with such suit if the City obtains relief in such action.

Any failure or delay by the City to enforce any provision of ~~the Covenants and Master Deed, Bylaws, appurtenant easements, and~~ this Agreement or any recorded master deed restrictions or similar restrictive covenant shall in no event be deemed or construed, or otherwise

relied upon, as a waiver or estoppel of the right to eventually pursue and insist upon strict enforcement.

In all instances in which the City is authorized to pursue maintenance, repairs and/or preservation, as provided above, the City, and its agents and contractors, shall be permitted, and are hereby granted authority, to enter upon all portions of the Property reasonably necessary or appropriate for the purpose of inspecting and/or completing the respective work.

~~shall be deemed transferred to any subsequent owner of a portion of the Development as to that portion. No burning of discarded construction material shall be allowed on site.~~

~~19. **Site Grading and Building Setbacks.** The Developer or the Developer's representative shall certify that the as built site grading and building setbacks conform to the City approved site and engineering drawings. This certification shall be prepared by and bear the seal of a professional land surveyor licensed in the State of Michigan.~~

19. **Site Grading and Building Setbacks. Not Applicable**

20. **Monuments/Corner Markers.** Developer shall post with the City ~~security~~a Performance Guaranty for the placement of monuments and corner markers for ~~the Development in the form of cash, check, irrevocable bank letter of credit, subject to approval by the City attorney, each phase of the Development~~ in the amount ~~of \$10,000.00~~estimated by Developer's engineer and approved by the City Engineer. These funds will be drawn on by the City in the event that the Developer is unable to satisfy the City Engineer that the monuments and corner markers are installed and correct. The security shall be released to the Developer if the City is furnished with a written certification from a surveyor, licensed in the State of Michigan and reasonably acceptable to the City, that he or she has caused all monuments and unit markers, as shown on the final engineering plans to be correctly

located in the ground. The City shall have the right to spot-check certification grades at its own discretion and at the Developer's expense. ~~The final certificate of use and occupancy shall be withheld until the site grading/setback certification is received and approved by the City.~~ The City shall have the right, at its own discretion, to waive some or all of the site grading and building setback certification requirements.

21. **Warranty.** The Developer shall warrant all utilities and improvement construction to be in a good and workmanship manner and free of defect or failure for a period of two (2) years from the date of final inspection by the City. Within ten (10) days after final inspection the City shall authorize a reduction to the security and the Developer shall deliver to the City a separate warranty as to construction as required by this section and security, in the form above described, not to exceed ten (10%) percent of the original cost of construction to secure performance of the conditions of the Developer's warranty. The City Clerk shall receive such security and is authorized to accept a written warranty of the Developer in conformance with the requirements of this section.

22. **Replacement Funds.** Not Applicable

- ~~23. City Proceedings for Failure to Maintain, Repair or Preserve Development Elements.~~  
23. ——— Until dedication to and acceptance by the City, the streets within the PUD shall be maintained by the City in good condition and repair and fit for travel in a manner consistent with the standards and requirements for public streets within the City of Chelsea. 'Good condition and repair and fit for travel' shall mean assuring the continued structural integrity of the traveled portion of the roadway, repairing pot holes and cracks, assuring adequate drainage for the streets once constructed, replacing failed curb, gutter, culvert, silt fences and structures, or other appurtenant fixture, undertaking

the regular removal of snow, debris, and other obstacles, and undertaking any and all such other activities as are required to ensure that the condition and repair of the streets and drainage systems is comparable to the condition and repair of typical, well-maintained public streets and drainage systems within the City of Chelsea. A regular and systematic program of maintenance for the common areas, systems streets shall be established so that the physical condition and intended function of such areas and facilities shall be maintained.

24. **Notice to Buyers.** Developer shall provide each purchaser of a site unit with a Disclosure Statement (as required under the Michigan Condominium Act, being MCLA 559.101 et.seq.) containing a specific disclosure that: (1.) Until dedication of and acceptance by the City, the Association will be responsible for the maintenance, repair and replacement of the utilities, parking lots and drives, streets, and (2.) that the utilities within any lot or unit will not be maintained by the City. A copy of this disclosure shall be presented to the City Clerk prior to the sale of the first unit.
25. **Special Assessment Authority.** The Developer shall give notice to the buyers of each unit in the project and shall provide in the Master Deed, the Bylaws, and deed restrictions that the Developer, the unit owners, and the ~~a~~Association by recording the Master Deed, Bylaws, and deed restrictions and purchasing of land within the project have irrevocably petitioned the City to establish a Special Assessment District and to authorize improvements within the Special Assessment District for the drives, streets, parking lots, and utility systems as outlined in this Development Agreement and that the City is authorized to proceed under Public Act 246 of 1945, as amended, Act 139 of 1972, as amended, Act 116 of 1923, as amended, and Act 188 of 1954 to establish

Special Assessment Districts and levy special assessments upon the real property and improvements of the project to fulfill the obligations; and maintain, repair and replace the private drives, streets, parking areas, and utility systems of the project.

26. **Turn Over Date, Inspections and Release of Deposits and Letters of Credit.** No cash deposit or bank letter of credit, or other surety approved by the City Council, pertaining to any utility system, including water system, storm drainage system, private drives, streets and parking areas, or other utilities or common areas required to have periodic maintenance, shall be released to the Developer or its sureties until such system and improvements have been ~~accepted by either the City, or the Homeowner's Association and title thereto transferred to the Homeowner's Association and approved by the City. The form of such approval and acceptance by the Homeowner's Association shall be a written resolution of the Council of Directors of the Homeowner's Association. All members of such Council of Directors shall be elected by the Homeowner's Association and no member shall be appointed by the Developer.~~ inspected and approved by the City.
27. **Agreement Jointly Drafted.** Developer has negotiated with City the terms of ~~Documents~~ this Agreement, the Amended PUD Plan and the exhibits attached hereto and such documentation represents the product of the joint efforts and mutual agreements of Developer and City. Developer fully accepts and agrees to the final terms, conditions, requirements, and obligations of ~~Documents~~ this Agreement, and Developer shall not be permitted in the future to claim that the effect of ~~Documents~~ this Agreement results in an unreasonable limitation on uses of all or a portion of the Property or claim that enforcement of ~~Documents~~ this Agreement causes an inverse condemnation, other condemnation, or taking of all or any portion of the Property. Furthermore, it is agreed that the

improvements and undertakings described in ~~Documents~~[this Agreement](#) are necessary and roughly proportional to the burden imposed, and are necessary in order to (1) ensure that public services and facilities necessary for and affected by the Development will be capable of accommodating the development on the Property and the increased service and facility loads caused by the Development; (2) protect the natural environment and conserve natural resources; (3) ensure compatibility with adjacent uses of land; (4) promote use of the Property in a socially, environmentally, and economically desirable manner; and (5) achieve other legitimate objectives authorized under the Michigan Zoning Enabling Act, MCL 125.3101 et seq. It is further agreed and acknowledged that all such improvements, both on-site and off-site, are clearly and substantially related to the burdens to be created by the development of the Property and all such improvements without exception are clearly and substantially related to City's legitimate interests in protecting the public health, safety, and general welfare.

28. **Ambiguities and Inconsistencies.** Where there is a question with regard to applicable regulations for a particular aspect of the Development or with regard to clarification, interpretation, or definition of terms or regulations, and there are no apparent express provisions of ~~Documents~~[this Agreement, the Amended PUD Plan or exhibits hereto](#) that apply, City, in the reasonable exercise of its discretion, shall determine the regulations of City's Zoning Ordinance, as that Ordinance may have been amended, or other City ordinances that are applicable, provided such determination is not inconsistent with the nature and intent of ~~Documents.~~[this Agreement, the Amended PUD Plan and exhibits hereto.](#) In the event of a conflict or inconsistency between ~~two or more provisions of Documents, or between Documents~~[this Agreement, the Amended PUD Plan and exhibits](#)



[hereto](#) and applicable City ordinances, ~~the more restrictive provision, as determined in the reasonable discretion of City,~~ [this Agreement, the Amended PUD Plan and exhibits hereto](#) shall apply.

### ARTICLE III

#### DURATION AND ENFORCEMENT PROVISIONS

1. **The Duration of the Agreement.** Under the City of Chelsea Zoning Ordinance Section 9.04 F, ~~the Developer's vested rights in the site plan extend from the date of final site plan approval, for 180 days (except for Phase I which received a one year extension on its final site plan from the Planning Commission on May 18, 2021 unless a building permit has been taken out. Approval~~ of the final site plan for each phase "shall expire and be of no effect 545 days following the date of approval unless construction has begun on the ~~property~~[applicable phase](#) and is diligently pursued in conformance with the approved site plan."1. The approval period may be extended by the Planning Commission in accordance with the Zoning Ordinance. This Agreement is in effect as long as the site plan approval is valid.
2. **Enforcement Procedures:**
  - a. **Breach/Cure Provisions.** Any material breach of the conditions or regulations of this ~~development agreement~~[Agreement](#) or site plan approval, or the violation of any existing or hereafter adopted Ordinance, by the Developer, its officers, employees, contractors or agents, ~~or any other person using said site with~~ [which](#)

is not cured within the ~~knowledge, actual or implied of the Developer,~~applicable notice and cure period shall constitute grounds for the suspension or vacation of this ~~development agreement~~Agreement and site plan approval, notwithstanding that the term herein has not expired.

- b. **Administration.** The City Director of Zoning and Planning, and assistants, shall administer and enforce this ~~development agreement~~Agreement and site plan approval, except as hereinafter provided, or except as provided by Ordinance. The City Director of Zoning and Planning, and his/her assistants shall issue a cease and desist order on the site upon finding a material violation of ~~the development agreement~~this Agreement or site plan approval or of any Ordinance. The Order shall contain the statement of the specific violation and the appropriate means of correcting the same and ~~the~~a reasonable time within which such correction shall be made. The failure, neglect or refusal to comply with a cease and desist order shall constitute a violation of this ~~development agreement~~Agreement or site plan approval and grounds for revocation of suspension of ~~the development agreement~~this Agreement or site plan approval.
- c. **Revocation/ Suspension.** ~~The~~If the City Director of Zoning and Planning and his/her assistants have issued a cease and desist order which has not be cured within the applicable notice and cure period, the City of Chelsea City Council shall have the authority to revoke this ~~development agreement~~Agreement or site plan approval upon any material breach thereof and upon holding a Public

Hearing thereon after written charges and reasonable notice, which specifies in reasonable detail the material breach, which Public Hearing shall be no fewer than five (5) business days from the date of such notice. Developer shall be afforded a reasonable time to cure any material breach of this Agreement or site plan approval. In the case of revocation of ~~the development agreement~~this Agreement or site plan approval, the City Council shall order that all construction, or specific activities, at the site shall cease and that all machinery and equipment shall be removed from the site, and/or that rehabilitation of the site shall be completed, and specify a reasonable period of time for compliance of such order. The City Council shall have the authority to suspend this ~~development agreement~~Agreement or site plan approval for the failure, neglect or refusal to comply with the cease desist order, as aforesaid, upon the written charges and reasonable notice. In the case of suspension of ~~the development agreement~~this Agreement or site plan approval, the City Council shall order that all and every activity authorized hereunder shall be suspended, or that only one or more such activities shall be suspended while other activities are not suspended. The suspended activity(-ies) shall cease during the period of such suspension and the failure, neglect or refusal to comply with such order of suspension shall constitute a violation of this ~~development agreement~~Agreement or site plan approval and shall be grounds for the revocation of ~~the development agreement~~this Agreement or site plan approval. The period of such suspension shall terminate upon the City Director of Zoning and Planning giving written notice to the Developer and the Mayor of the City of Chelsea that the conditions

constituting the violation complained of, have been corrected and are in conformance with this ~~development agreement~~Agreement or site plan approval, or the period of such suspension shall be as otherwise determined by the City Council. Notwithstanding other provisions hereof, the City Council is authorized to order the temporary and immediate suspension of this ~~development agreement~~Agreement or site plan approval without prior notice or Public Hearing in the event of a severe and imminent threat to the public health, safety and welfare or of neighboring persons or property when the City Council decides and determines that delay would be detrimental to efforts to lessen or respond to the threat.

- d. Existing and Future Ordinances. ~~Notwithstanding~~In the event of any conflict between the terms and provisions of this ~~paragraph~~Agreement, the Amended PUD Plan and exhibits hereto and the application of any current or ~~any other provision of this development agreement or site plan approval, the City Council may by~~ future City Ordinance, ordain modification, amendment or supplement to the administration and enforcementthe provisions of this ~~development agreement or site plan approval.~~Agreement, the Amended PUD Plan and the exhibits hereto shall control. Subject to the foregoing, the Development shall be subject to any existing or future Ordinances adopted by the City Council to the extent not inconsistent with the terms and provisions of this Agreement.

- e. **Interpretation.** The City Director of Zoning and Planning, assistants, and the City Council and their assistants and agents, shall have the right, power and authority to ~~interpret all provisions of this development agreement or site plan approval to~~ identify and process violations of ~~the development agreement~~this Agreement or site plan approval, to make periodic inspections of the site during reasonable business hours and upon reasonable notice of the Developer, and to enter the site and make such inspections or investigation, including nondestructive testing, borings, and other inspections as shall be reasonably necessary to determine the conditions of ~~the development agreement~~this Agreement or site plan approval and Ordinance are being satisfied.
- f. If the Development is terminated all monies paid to the City for off-site improvements shall continue to be held in trust for the purpose defraying the costs of such off-site improvements, unless the City Council deems that the termination of the Development has terminated the need for the improvements-or such monies are replaced by new Performance Guarantees by a successor in title. All on-site improvements shall remain in place for the benefit of future development of the land. If the Development is terminated, the Developer shall have no claim against the City for the on-site improvements.

#### ARTICLE IV

#### MISCELLANEOUS PROVISIONS

1. **Modifications.** This Agreement may not be modified, replaced, amended or terminated without the prior written consent of the parties to this Agreement. ~~After all rights and obligations under this Agreement are transferred to the Homeowner's Association, the~~ The City and the Developer (but only so long as the Developer owns and offers for sale any ~~commercial~~ unit in the Development) shall be entitled to modify, replace, amend or terminate this Agreement.
2. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.
3. **City Approval.** This Agreement has been approved through action of the City Council at a duly scheduled meeting.
4. **Developer and Owner Approval.** ~~The signers~~ Each signer on behalf of Developer and Sellers below represent by their signatures ~~that they represent and have authority to bind all owners of legal and equitable title in the Development property~~ such party.
5. **Execution in Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one Agreement. The signature of any party to any counterpart shall be deemed to be a signature to, and may be appended to, any other counterpart.
6. **Preconstruction Meeting with Builders.** The parties acknowledge that Developer and/or any other third parties can build homes on the ~~detached~~ residential units in accordance with the approved final site plan. The parties agree that the Developer and/or any other third parties will comply with all related ~~City Policies and Ordinances~~ and published rules and regulations that are not inconsistent with this Agreement and the Amended PUD Plan prior to the preconstruction meeting. Prior to the commencement

of any grading within the Development, the Developer or such other third parties shall schedule a meeting as per the City's engineering standards with its general contractor, construction manager and the City's applicable departments, officials, and consultants to review the applicable policies, procedures and requirements of the City with respect to construction of the Development. Prior to the installation of sanitary sewer or water, a second such preconstruction meeting shall be held.

7. The Developer shall be required to review conformance of this Agreement with City Officials and/or designated City consultants on a yearly basis or at such time as deemed reasonably necessary by the City until completion of the project.
8. The Developer shall pay the hourly rate at the time of review for any reviews necessary to determine conformance of the Development to this Agreement. ~~These fees include~~ These fees include review time by the City engineer, planner or attorney. There may be other professional reviews required that will be paid for by Developer at the hourly rate of those professionals.
9. The City shall record this Agreement with the Washtenaw County Register of Deeds and shall provide a true copy to the Developer. All costs associated with the recording of this Agreement shall be borne by the Developer. This Agreement will run with the land.
10. Developer shall have the right to assign this Agreement to any other third party, without the consent of the City; provided, however, that in the event of such assignment, Developer shall provide written notice of the assignment to the City within five (5) business days of the Assignment, but such assignment shall not release Developer from its obligations hereunder that accrued prior to the date of assignment.

11. The Recitals set forth above are hereby incorporated into and made a part of this Agreement.
12. Sellers sole obligation under this Agreement is set forth in Paragraph ~~F~~H of the Recitals. For the avoidance of doubt, it is acknowledged by the City that Sellers shall have no responsibility or liability for the obligations of Developer under this Agreement.



*[Signatures and notarization appear on the following pages]*

[Developer signature page to Development Agreement]

IN WITNESS WHEREOF, the parties have executed this Agreement as the year and date set forth above.

DEVELOPER:

M/I Homes of Michigan, LLC,  
a Delaware limited liability company

By:

Scott Schwanke

Its: Area President

STATE OF MICHIGAN )  
) SS.  
COUNTY OF OAKLAND )

The foregoing instrument was acknowledged before me this day of  
, 2023, by Scott Schwanke, the Area President of M/I Homes of Michigan,  
LLC, a Delaware limited liability company, on behalf of the company.

, Notary Public

County, Michigan

My commission expires:

Signatures continue on following pages

[Seller signature page to Development Agreement]

SELLER:

JBRMC, LLC,  
a Michigan limited liability company

By: \_\_\_\_\_

Elizabeth Weiss

Its: Manager

STATE OF MICHIGAN \_\_\_\_\_ )  
\_\_\_\_\_) SS.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by Elizabeth Weiss, the Manager of JBRMC, LLC, a Michigan limited liability company, on behalf of the company.

\_\_\_\_\_, Notary Public

\_\_\_\_\_, County, Michigan

My commission expires: \_\_\_\_\_

Signatures continue on following pages

[Seller signature page to Development Agreement]

SELLER:

DJK Ann Arbor, LLC,  
a Michigan limited liability company

By: Elizabeth Weiss  
Its: Manager

STATE OF MICHIGAN )  
 ) SS.  
COUNTY OF )

The foregoing instrument was acknowledged before me this      day of  
, 2023, by Elizabeth Weiss, the Manager of DJK Ann Arbor, LLC, a  
Michigan limited liability company, on behalf of the company.

, Notary Public  
County, Michigan

My commission expires:

Signatures continue on following pages

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THE UNIVERSITY OF CHICAGO LIBRARY

Angeine Merke

[illegible]

STATE OF MICHIGAN

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COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by Angeline Merkel, the Trustee of the Ann Merkel Trust.

---



My commission expires: \_\_\_\_\_

~~{01776209.DOCX}~~{01776209.DOCX;5 }

[Seller signature page to Development Agreement]

\_\_\_\_\_

SELLER:

Martin Merkel Trust

\_\_\_\_\_

By: \_\_\_\_\_

Angeline Merkel

Its: Trustee

STATE OF MICHIGAN \_\_\_\_\_ )  
\_\_\_\_\_) SS.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by Angeline Merkel, as the Trustee of the Martin Merkel Trust.

\_\_\_\_\_, Notary Public  
\_\_\_\_\_, County, Michigan  
My commission expires: \_\_\_\_\_

Signatures continue on following page

[City signature page to Development Agreement]

CITY:

City of Chelsea,  
a Michigan municipal corporation

By:

Jane Pacheco

Its: Mayor

STATE OF MICHIGAN )  
 ) SS.  
COUNTY OF )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by Jane Pacheco, as the Mayor of the City of Chelsea.

\_\_\_\_\_, Notary Public  
County, Michigan

My commission expires: \_\_\_\_\_

Drafted by and when recorded return to:

Mark S. Cohn, Esq.  
SK Detroit Law Partners, P.C.  
2000 Town Center, Suite 1500  
Southfield, Michigan 48075

**CITY OF CHELSEA**  
**AMENDED AND RESTATED DEVELOPMENT AGREEMENT**  
**FOR HERITAGE FARMS, A DEVELOPMENT WITHIN**  
**PLANNED UNIT DEVELOPMENT DISTRICT**  
**CHELSEA CITY PUD NO. GGGGG**

THIS AMENDED AND RESTATED DEVELOPMENT AGREEMENT ("Agreement") is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2023, by and between M/I Homes of Michigan, LLC, 40950 Woodward Ave., Suite 203, Bloomfield Hills, Michigan 48304 ("Developer"), JBRMC, LLC, DJK Ann Arbor, LLC, the Ann Merkel Trust and the Martin Merkel Trust (collectively, "Sellers") and the City of Chelsea, a Michigan City, 305 South Main Street, Suite 100, Chelsea, Michigan 48118 (the "City").

**RECITALS**

A. The Developer desires to develop the HERITAGE FARMS, A DEVELOPMENT WITHIN PLANNED UNIT DEVELOPMENT DISTRICT, CHELSEA CITY PUD NO. GGGGG on approximately 104.92 acres (Parcel ID #06-07-06-360-006) which is legally described on Exhibit "A" attached hereto and made part of this Agreement ("the Property") which is located on Chelsea-Dexter Road, Chelsea, Michigan 48118, which property is being developed as a residential project. (the "Development" or the "PUD"). The Development will contain 231 units that will be developed in phases, as provided below.



B. The Property was previously the subject of the 'Heritage Pointe Planned Unit Development Agreement' between the then Village of Chelsea, the City's predecessor, dated April 8, 2003, recorded November 4, 2003, Liber 4332, pages 575-674, Washtenaw County Records, and the Master Deed for Heritage Pointe, a Site Condominium, Washtenaw County Condominium Subdivision Plan No. 463, recorded October 27, 2004, Liber 4435, page 11, First Amendment recorded October 27, 2006, Liber 4589, page 590, and Second Amendment recorded January 6, 2008, Liber 4660, page 815, Washtenaw County Records;

C. The Development is currently subject to a Development Agreement dated July 19, 2021 (the "Original Heritage Farms Development Agreement") that was entered into by Westview Capital LLC ("Westview"), JBRMC, LLC, DJK Ann Arbor, LLC, and the Ann Merkel Trust, and the City;

D. Westview did not acquire Property and Sellers and Developer have entered into a purchase and sale agreement for the Property;

E. The Developer has submitted to the City an amended PUD site plan (the "Amended PUD Plan") for the Development;

F. The Developer desires to develop the entire project pursuant to Amended PUD Plan and the City of Chelsea Zoning Ordinance;

G. The Developer is purchasing the Property on a phased basis and is developing the Property in phases pursuant to the phasing plan that is part of the Amended PUD Plan (the "Phasing Plan");

H. Therefore, until the Developer is the title owner of all the Property, the Sellers are also parties to this Development Agreement for the purposes of completing the PUD;

I. As each phase of the Property is purchased, the parties will execute an amendment to this Agreement releasing Sellers who have transferred title to Developer;

J. The Developer desires to build all necessary on-site infrastructure for the Development, such as, but not limited to water service lines, lighting, sanitary sewers, storm sewers, drainage facilities, streets landscaping, curbs and gutters and retention/detention facilities, without the necessity of special assessments by the City;

K. The Developer desires to install the unit grading and soil erosion and sedimentation control improvements proposed on the construction plans in order to facilitate the drainage of storm water from the Development in such a manner as is not expected to result in damage to any adjacent property outside of the Development or increase the flow of storm water or decrease in water quality of storm water from the Development;

L. Except as provided in this Agreement, the Amended PUD Plan and the exhibits attached hereto, the approvals, and conditions provided in the Heritage Pointe Planned Unit Development Agreement remain in effect and are transferred to the Developer, including, but not limited to, conditions of all approvals by the City regarding zoning and final site plan approval for the entire Development and permits that may have been issued by appropriate governmental review agencies for the Development;

M. Approvals

- a. the City of Chelsea (Village) Planning Commission approved:
  - i. Recommendation for approval of the Amended PUD Plan on \_\_\_\_\_, 2023;
  - ii. Approval of the final site plan for Phase 1 of the Development only, on \_\_\_\_\_, 2023 [NOTE: this only applies if phase 1 final site plan is approved concurrently with Amended PUD Plan]; and
  - iii. Conditions to Approval, if any, as stated in the Planning Commission Meeting Minutes which are attached hereto as Exhibit B.

- b. The City of Chelsea City (Village) Council approved:
  - i. The rezoning of the Property to PUD on April 8, 2003;
  - ii. Approval of the Amended PUD Plan, City on \_\_\_\_\_, 2023;  
and
  - iii. Conditions to Approvals, if any, as stated in the City Council Meeting Minutes attached hereto as Exhibit C.

N. The City Director of Planning and Zoning and the City's contracted qualified engineering consultant (Ted Erickson, IMEG) will review final construction plans for Phase 1 to evaluate compliance with all conditions of the Final Site Plan approval and Engineering Standards of the City of Chelsea. Future phases will be subject to site plan review if required by the City's Zoning Ordinance;

O. All approved final site plans for phases of the Development shall be consistent with the purposes and objectives of the City's Zoning Ordinance pertaining to the use and development of the Development, and the City Zoning Ordinance requires an agreement for this Development;

P. The execution of this Agreement is not the approval of the final site plan for any future phases of the Development.

Q. This Agreement supersedes the Heritage Pointe Planned Unit Development Agreement and its Master deeds, and its Amendments, By-Laws, or any Development and Condominium Agreement and the Original Heritage Farms Development Agreement. The recording of any Master Deed or Condominium Bylaws which are not consistent with this Agreement and approved by the City is not binding upon the City of Chelsea, its officers, agents , employees or attorneys.

NOW, THEREFORE, in consideration of the premises and the mutual covenants of the parties described in this Agreement, and with the express understanding that this Agreement contains important and essential terms as part of the final approval of the Developer's Amended PUD Plan for the Development [add if applicable; and final site plan for Phase 1], the parties agree as follows:

## ARTICLE I

### GENERAL TERMS

1. **Recitals Part of Agreement.** Developer and the City acknowledge and represent that the foregoing recitals are true, accurate and binding on the respective parties and are an integral part of this Agreement.
2. **Zoning District.** The Development is zoned PUD for the development and for purposes of recordation shall be referred to as the Heritage Farms Planned Unit Development District No. GGGGG [the 'PUD']. The PUD is approved for the following dimensional standards:
  - a. Lot area: 7200 SF Minimum
  - b. Setbacks: 20 foot front yard, 10 foot side yard (20 feet total between homes), 20 foot rear yard (note: rear setbacks for all lots backing to the wastewater treatment facility are 20 feet)
  - c. Lot Coverage Ratio: 35%
3. **Approval of Final Site Plans.** The final site plan for each future phase of the Development shall be submitted and reviewed pursuant to the authority granted to and vested in the City pursuant to Act No. 110 of the Public Acts of 2006, as amended, the Michigan Zoning Enabling Act, prior to any work on such phase of the Development.

4. **Conditions of Final Site Plan Approval.** The approved final site plan for each phase of the Development shall incorporate the City's approved conditions and requirements that are not inconsistent with this Agreement and Amended PUD Plan and adopted by the City Planning Commission, consultants and departments of the City.
5. **Modifications of Agreement by Phase.** If Developer seeks approval of a final site plan approval for a phase that requires an amendment to this Agreement and the amendment is approved by the City, the parties will review and revise this Agreement as necessary.
6. **Agreement Running with the Land.** The terms, provisions and conditions of this Agreement shall be deemed to be of benefit to the Development described herein, shall be deemed a restrictive covenant which shall run with the land and be binding upon and inure to the benefit of the parties, their designated successors and assigns; and may not be modified or rescinded except as may be agreed to in writing by the City, the Developer and/or its successors and assigns. This Agreement shall be incorporated by the appropriate executed instruments into the title of the Development, and any Master Deed or similar restrictive covenants. Anything to the contrary herein notwithstanding, no person who is neither a party hereto or a designated successor or assignee of a party shall be deemed an intended contractual beneficiary of this Agreement or have the right to commence any lawsuit or proceeding to enforce this Agreement or any portion thereof.
7. **Condominium Documents.** Any Master Deed, Bylaws, appurtenant easements, and deed restrictions for a phase of the Development ("Condominium Documents"), shall be submitted by the Developer and reviewed by the City as part of the final site plan approval process for such phase. The City shall retain the right, but shall have no obligation, to enforce the provisions of said documents, when the City determines enforcement to be necessary in the interests of public health, safety or welfare. Said

documents shall be incorporated into and made a part of the approved final site plan for the applicable phase of the Development. Any amendments to any Master Deed, Bylaws or deed restrictions must be approved by the City in those instances where the amendment would vary or modify any condition of approval of the Development.

8. **Developer's Title to Premises and obligations to insure title to project improvements.**

The Developer warrants that it has authority to enter into this Agreement. Before construction of any phase is undertaken, Developer shall furnish the City with a copy of the deed from Sellers conveying to Developer title to the applicable phase or a commitment for title insurance evidencing that Developer is the owner of such phase.

## **ARTICLE II**

### **PROVISIONS REGARDING DEVELOPMENT**

1. **Permitted Principal Uses.** The permitted principal uses within the Development shall be those set forth in the PUD zoning ordinance adopted for the Development, this Agreement and the Amended PUD Plan. Permitted site improvements shall be identified in an approved final site plan.
2. **Common Areas.** Where certain portions of the Development are dedicated to common use or general common elements to be used for drainage, open space, drives, streets, utilities, landscaping, and parking, such improvements must be installed by the Developer pursuant to this Agreement, the Amended PUD Plan and approved final site plan and approved by the City.
3. **Use of General Common Element Open Areas.** With the exception of landscaping improvements, storm drainage improvements, utilities or other improvements required to be installed by the Developer which are depicted on the final site plan and construction

drawings and which have been approved by the City, no improvements shall be installed or constructed within the open areas without the prior approval of the City as is required by City ordinance or the Condominium Documents, which approval shall not unreasonably be withheld or delayed.

4. **Security for Improvements in Common Areas.** As security for the completion of the utilities, roads, and other site improvements for each phase of the Development (collectively, "Improvements"), prior to commencing construction of a phase the Developer will provide a cash deposit, performance bond, or an irrevocable bank letter of credit (each a "Performance Guaranty") to the City based on the estimated cost of the Improvements for such phase. Prior to commencing construction of a phase, Developer shall provide to the City for its review and approval an engineer's estimate of the cost of performing the following work within such phase: (i) sanitary sewer mains; (ii) water mains; (iii) storm sewer lines and facilities; (iv) earthwork; (v) street construction; (vi) common area landscaping; (vii) monuments; and (viii) any other site improvements that require performance guaranties under the City's Ordinances. The engineer's estimate of cost for a phase shall be reviewed by the City Engineer and approved by the City Director of Zoning and Planning in accordance with the City's applicable Ordinances.

Based on the cost estimates for the Improvements for a phase that have been provided by the project engineer and reviewed and approved by the City Engineer and Director of Zoning and Planning, and prior to the commencement of construction of such phase, the Developer will deposit with the City Clerk performance guaranties for the completion of the Improvements within such phase. The performance guaranties shall consist of escrowed cash, security bond, and/or irrevocable bank letter of credit, which

must be approved as to form by the City Clerk. All such common Improvements shall be installed as agreed upon between the Developer and the City as presented on the final site plan for the applicable phase of the Development approved by the Planning Commission.

Engineering changes to meet the provisions of this Agreement, the Amended PUD Plan and exhibits attached hereto or current City and County Standards or minor changes that are consistent with the spirit and intent of this Agreement shall be acceptable if approved by the City Director of Planning and Zoning. Upon the written request of Developer, but no more frequently than every 60 days, the City shall refund the pro-rata amount of the escrow or release the cash deposits or modify an irrevocable letter of credit within 45 days after review and approval by the City Engineer, based on the percentage of completion of the Improvements within the applicable phase.

5. **Developer's Construction Responsibilities; Maintenance of Site, Unsold Units and Common Areas.** The Developer shall:

- a. remove any construction debris, trash, rubbish or unsightly weeds at least every 30 days during periods of construction.
- b. maintain common area landscaping and landscaping with an unsold unit in an attractive state.
- c. maintain construction fencing of the entire site in a safe and secure manner. When the development of a phase is complete, the construction fencing shall be removed from that phase and reconstructed to secure the remaining site.
- d. adhere to all applicable City, State, and Federal building and construction codes and ordinances, including work site safety



- e. maintain the site, including any unsold units, or lots, and all common areas in a manner consistent with the approved final site plan.
  - f. promptly pay the City for its costs of sweeping of adjacent streets to keep them clean and clear of any dirt, soil, dust or materials from the site or caused by the Development's construction if Developer fails to perform such work.
6. **Requirements for Storm Water System.** The storm water facilities located within the Development, or which are appurtenant to the Development and required to be maintained as part of the Development, per this Agreement of an approved final site plan, shall be maintained in accordance with the best practices recommended by the Washtenaw County Water Resources Commission 2014 Design Guidelines and Standards, as the same may be amended.
7. **Streets.**
- a. Design. All streets within and for the Development shall be designed, situated, and constructed in accordance with the Amended PUD Plan, all requirements and applicable ordinances of City, an approved final site plan and other approved PUD Plans.
  - b. Early Occupancy. For each phase, all streets depicted on the approved Amended PUD Plan within or necessary to serve all or any part of the Development shall be completed and approved (except top coat) prior to issuance of building permits for the construction of any building or structure to be served by them or to benefit from them. Should the Developer wish to acquire a building permit prior to final acceptance of the public improvements, the security described in Article II, Section 4 shall be reviewed and adjusted to reflect the cost of the incomplete work. In such case, building permits shall be issued subject to installation and maintenance of an

adequate gravel subsurface base for all entranceways and internal drive areas to provide access for construction traffic, City personnel, and emergency and firefighting equipment; and further, the agreement for completion shall provide that the paving of all areas referenced in this paragraph shall be completed and approved (excluding the topcoat, which may be completed upon the completion of the final phase) prior to issuance of any certificate of occupancy within the portion of the Development to be served by them, but in any event such paving (excluding the topcoat) shall be completed in the applicable phase within 6 months of issuance of the first building permit for a home within such phase or sub-phase of the Development. If the paving within a phase is completed other than the topcoat, the City will not withhold the issuance of a final certificate of occupancy for a completed home, provided that the Developer has posted the required performance guaranty for the completion of the topcoat and has otherwise satisfied the requirements for the issuance of a final certificate of occupancy.

- c. Dust Control. Prior to completion of the paving of the streets, Developer shall apply dust palliative to and otherwise maintain such areas as necessary to keep them in good repair and minimize problems for adjacent property owners and the motoring public at large. If Developer fails to maintain and repair the streets, as required, in addition to any enforcement authorization or remedy provided in the deed restrictions or any other agreement, City may issue stop work orders and/or withhold issuance of further approvals, permits, and occupancy certificates for the Development until such failure is cured to the reasonable satisfaction of City. At the time of recording of any deed restrictions or Master Deed, Developer shall incorporate provisions in the deed restrictions or Master Deed providing for

maintenance obligations by the owners of the Property in the manner set forth herein, until streets have been accepted by the City.

- d. Scope of Maintenance. For purposes of the maintenance obligations set forth herein, the terms `maintenance', `maintain', and/or `maintained' shall mean and include regular inspections; grading and other earth-moving; removing dirt, debris, and any obstacles; repairing potholes and cracks; adding new materials; providing for drainage; constructing any needed structures (e.g., without limitation, to provide lateral support, curbing, drainage, etc.); graveling; sealing; resurfacing; and such other action as necessary or expedient to provide structural integrity and substantially continuous, unobstructed, and safe vehicular passage, and providing unobstructed drainage as necessary and required.

8. **Public Sewer and Water.** Developer shall, at its sole expense, construct and install improvements and/or connections tying into the municipal water and sewage systems. If any easements are necessary for the for the Development to access the public sewer and water system that will serve the Development, Developer shall be fully responsible for securing any of those easements and shall be fully responsible for all associated costs in constructing any required improvements within such easements. All of the foregoing improvements shall be designed and constructed in accordance with the approved Amended PUD Plan and all applicable City, state, and county standards, codes, regulations, ordinances, and laws. Such water and sanitary sewer service facilities, and easements to reach the area to be served shall be provided by and at the sole expense of Developer, and shall be completed, approved, and dedicated to City (as required by City in its discretion) to the extent necessary to fully service all proposed and existing facilities, structures, and uses within the phase of the Development to be

served by those facilities, and easements, prior to issuance of any building permits for any building in such phase of the Development, other than building permits issued prior to the date of this Agreement. The minimum required size for public sewer extensions shall be shown on the final site plan.

The water, storm, and sanitary sewer improvements within and for a particular phase must be completed to the extent that such phase shall, on completion and dedication of such improvements, be fully capable of standing on its own in terms of the provision of water, storm, and sanitary sewer services to such phase according to applicable laws, ordinances, codes, regulations, and standards at the time of construction of each such phase. Developer shall assume all risks associated with any non-availability of water and/or sanitary sewers to serve the structures within the Development, including, without limitation, uninhabitable buildings and fire protection risks, and shall release, indemnify, and hold harmless City from and against any claims arising by reason of any such non-availability. Developer shall, upon completion of installation and testing of the public water, storm and sanitary sewer improvements for each phase of the Development, convey and dedicate all interest in such facilities to City by providing and executing documents and title work in accordance with all applicable City ordinances and requirements

9. **Engineering Approval of Plans.** In accordance with the City of Chelsea Ordinance and City of Chelsea's Engineering Design Specifications, no construction work or grading, except as set forth below, shall be performed on the Development until engineering plans are reviewed and approved. City agrees that all plan reviews required by its engineer shall be "turned-around" expeditiously.

10. **Easements for and Assignments of Water and Sewer Lines.** Developer shall dedicate all on-site easements to the City for the construction and maintenance of public water mains and sanitary sewer mains and any other public Improvements necessary to provide service to the Development. All easements shall be recorded with the Washtenaw County Register of Deeds and the Developer shall deliver to the City copies of all recorded documents. Upon approval and acceptance by the City Engineer, the Developer shall assign and transfer title to the public improvements such as sanitary sewer system, a water system, and other publicly owned improvements in the Development to the City or other proper authority.

11. **Street Trees/Landscaping.** Developer shall be responsible for installing street trees and all landscaping details as depicted within the "Landscape Plan" that is part of the Amended PUD Plan for the Development. All landscaping shall be according to the location, number of trees and/or plants, species, and size identified within the Landscape Plan that is part of the approved Amended PUD Plan for the Development, subject to any changes that are made in a final site plan for a phase that is approved by the City. Prior to commencing the development of a phase, Developer will provide the City with an engineer's cost estimate for the landscaping to be installed in such phase, which cost estimate shall be subject to review and approval by the City Engineer and a Performance Guaranty in the form of a cash deposit or letter of credit to the City in the amount specified in the approved cost estimate, which is intended to complete the installation of the landscaping within the applicable phase pursuant to the approved Landscape Plan. Such Performance Guaranty will be refunded or reduced, as applicable, in accordance with Article II, Section 4, on a proportionate basis, as landscaping is installed and inspected, provided that the Performance Guaranty for an installed street tree shall be

refunded or reduced as provided below. Developer may contractually assign its street tree/landscaping installation obligation for any particular site to a third party, provided Developer remains directly liable for the installation of street trees on such site. Developer shall be responsible for replacing any street tree/landscaping installed within any phase of the Development as identified within the final site plan approved for the phase, which is determined by Developer or the City's representative within one (1) year after such street tree's installation to be diseased, dead or dying. Following the one (1) year period for replacing diseased, dead or dying trees, the Developer may assign to the owner of the unit in which such trees are located or, with respect to trees located in common elements, to the association formed to administer the condominium project (the "Association") the obligation to replace diseased, dead or dying street trees and Developer shall have no further obligation with respect thereto. The City shall reduce Developer's landscaping Performance Guaranty, on a pro-rata basis, for each installed street tree one (1) year after the installation of such street tree, provided that Developer has posted with the City an additional cash security equal to \$25 per residential unit to cover the cost of inspection by the City. In order to optimize the survival rate, Developer may elect to plant street trees in bulk between September 15 and October 30 of each year for the homes completed between May 1st and September 15th of the same year and the City shall not withhold a final certificate of occupancy for a home that is completed within such time period, provided that Developer has posted a Performance Guaranty for the installation of such street trees and such completed home otherwise satisfies the requirements for the issuance of a final certificate of occupancy.

12. **Street Lighting.** Developer shall be responsible for installation of all street lighting as depicted on an approved final site plan, including the costs of all installation. Developer

shall install down shielded street lighting which meets or exceeds the minimum commercial street lighting standards of the City of Chelsea and is in compliance with the approved final site plan. After installation, the city shall maintain and operate the street lights.

13. **Construction Access.** Developer shall take all reasonable measures requested by the City to reduce any dust created by trucks traveling to and from the construction site, which measures may include, when requested by the City, deploying a water truck on site when dust conditions create a nuisance during the site development stage of construction, the expense of which shall be born exclusively by the Developer. The Developer furthermore agrees not to use the existing streets in Heritage Pointe as construction access.
14. **Construction Work Schedule.** Construction work done by the Developer (including excavation, demolition, alteration and erection) and construction noises shall be prohibited at all times other than:

MONDAY THROUGH FRIDAY — 7 A.M. — 7 P.M.

SATURDAY — 8 A.M. — 5 P.M.

The City Manager at his/her discretion, may issue a work permit for hours other than listed above upon written request of Developer or Developer's representative. The request must demonstrate unusual or unique circumstances relating to the proposed construction hours.

15. **Performance Guarantee.** The Developer's Performance Guaranties required under this Agreement shall collectively constitute the performance guarantee to cover site improvements as specified within the Zoning Ordinance.

16. **Engineering Plans and Certification.**

a. Developer shall furnish "as built" engineering plans signed and sealed by an engineer licensed in the State of Michigan identifying that the water transmission system, sanitary sewer system and storm water transportation and detention/retention facilities have been installed substantially in accordance with the approved engineering plans. The City will review and approve improvements in accordance with this Agreement and the City's published "Engineering Design Specification for Site Improvements" and other applicable laws and ordinances. Developer also shall furnish reasonable evidence to the City that the streets have been constructed in substantial conformance with the specifications as depicted on the approved final site plan.

b. Developer shall furnish "as built" engineering plans in format, compatible with the City's record system, and a sealed copy reviewed and approved by the City's Engineer showing all site improvements that have been installed, and any current versions or updates to such records. All inspections for water and sewer (sanitary and storm) installations are to be performed by City and its engineering inspectors, with applicable fees paid by Developer. Developer shall furnish a "project engineer's certificate," signed and sealed by an engineer licensed in the State of Michigan, indicating that prior to grading all soil erosion and sedimentation measures have been complied with.

c. Developer shall submit signed and sealed certification by an engineer licensed in the State of Michigan that "as built" are in substantial accordance with the constructed site improvements.



- d. Developer shall furnish a "grading certification" indicating the final "as-built" grades for all storm inlets, lot corners, high points, low points and ditch lines on lots and all storm inlets, high points and low points on roadways. The "grading certification" shall be signed and sealed by a surveyor licensed in the State of Michigan, reasonably acceptable to the City.
- e. The City reserves the right to have all documents submitted under this section, and the project as a whole reviewed by the City Engineer at the expense of Developer.
17. **Underground Utilities.** All electric, telephone and other communication systems shall be installed underground in accordance with requirements of the applicable utility company and applicable City Ordinances.
18. **Removal of Construction Debris.** In addition to its responsibilities under Article II, Section 5, above, Developer shall remove all discarded building materials and rubbish at least once each month during construction of the Development and within one month of completion or abandonment of construction. No burning of discarded construction material shall be allowed on site.

In the event Developer (during the period Developer continues to own and offer for sale any unit within the Development), or successor owners of the Property and/or the Association shall at any time fail to carry out one or more responsibilities or obligations relative to maintenance, repair and/or preservation of common areas or the Improvements (that are not maintained by the City or a utility provider), the City shall have the right to serve written notice upon Developer (during the period Developer continues to own and offer for sale any unit within the Development) or successor owners (through the Association), setting forth the deficiencies in maintenance, repair and/or preservation. The notice may also set forth a demand that such deficiencies be cured within a stated reasonable period of time, and further state a date, time

and place of hearing before the City Council or other Council, body or official delegated by the City Council, for the purpose of allowing Developer or successor owners, as applicable, to be heard as to why the City should not proceed with the maintenance, repairs and/or preservation which had not been undertaken. At the hearing, the City may take action to extend the time for curing the deficiencies, and the date of the hearing may itself be extended and/or continued to a date certain. If, following the hearing, the City shall determine that the maintenance, repairs and/or preservation have not been completed within the time specified in the notice, as such time may have been extended by the City, the City shall thereupon have the power and authority, but not the obligation, to enter upon the Property, or cause its agents and/or contractors to enter upon the Property, and perform such maintenance, repairs and/or preservation as found by the City to be appropriate. The cost and expense of making and financing such maintenance, repairs and/or preservation, including the cost of all notices and hearing, including reasonable attorney's fees, plus an administrative fee in the amount of 25% of the cost of such maintenance or preservation, shall be paid by the Developer or successor owners, as applicable, and such amounts shall constitute a lien on all taxable portions of the Property. The City may require the payment of such monies prior to the commencement of any work.

If such costs and expenses have not been paid within thirty (30) days of a billing to Developer or successor owners, through the Association, as applicable, all unpaid amounts may be placed on the delinquent tax roll of the City as regards the taxable portions of the Property (allocated among the several units or lots), and shall accrue interest and penalties, and be collected in the manner made and provided for the collection of delinquent real property taxes in the City. In the discretion of the City, such costs and expenses may also be collected by suit initiated against Developer, successor owners and/or the Association, as applicable, and in such event, Developer, the successor owners and/or the Association, as the case may

be, shall pay all Court costs and reasonable attorney's fees incurred by the City in connection with such suit if the City obtains relief in such action.

Any failure or delay by the City to enforce any provision of this Agreement or any recorded master deed or similar restrictive covenant shall in no event be deemed or construed, or otherwise relied upon, as a waiver or estoppel of the right to eventually pursue and insist upon strict enforcement.

In all instances in which the City is authorized to pursue maintenance, repairs and/or preservation, as provided above, the City, and its agents and contractors, shall be permitted, and are hereby granted authority, to enter upon all portions of the Property reasonably necessary or appropriate for the purpose of inspecting and/or completing the respective work.

19. **Site Grading and Building Setbacks.** Not Applicable
20. **Monuments/Corner Markers.** Developer shall post with the City a Performance Guaranty for the placement of monuments and corner markers for each phase of the Development in the amount estimated by Developer's engineer and approved by the City Engineer. These funds will be drawn on by the City in the event that the Developer is unable to satisfy the City Engineer that the monuments and corner markers are installed and correct. The security shall be released to the Developer if the City is furnished with a written certification from a surveyor, licensed in the State of Michigan and reasonably acceptable to the City, that he or she has caused all monuments and unit markers, as shown on the final engineering plans to be correctly located in the ground. The City shall have the right to spot-check certification grades at its own discretion and at the Developer's expense. The City shall have the right, at its own discretion, to waive some or all of the site grading and building setback certification requirements.

21. **Warranty.** The Developer shall warrant all utilities and improvement construction to be in a good and workmanship manner and free of defect or failure for a period of two (2) years from the date of final inspection by the City. Within ten (10) days after final inspection the City shall authorize a reduction to the security and the Developer shall deliver to the City a separate warranty as to construction as required by this section and security, in the form above described, not to exceed ten (10%) percent of the original cost of construction to secure performance of the conditions of the Developer's warranty. The City Clerk shall receive such security and is authorized to accept a written warranty of the Developer in conformance with the requirements of this section.
22. **Replacement Funds.** Not Applicable
23. **City Proceedings for Failure to Maintain, Repair or Preserve Development Elements.** Until dedication to and acceptance by the City, the streets within the PUD shall be maintained by the City in good condition and repair and fit for travel in a manner consistent with the standards and requirements for public streets within the City of Chelsea. 'Good condition and repair and fit for travel' shall mean assuring the continued structural integrity of the traveled portion of the roadway, repairing pot holes and cracks, assuring adequate drainage for the streets once constructed, replacing failed curb, gutter, culvert, silt fences and structures, or other appurtenant fixture, undertaking the regular removal of snow, debris, and other obstacles, and undertaking any and all such other activities as are required to ensure that the condition and repair of the streets and drainage systems is comparable to the condition and repair of typical, well-maintained public streets and drainage systems within the City of Chelsea. A regular and systematic program of maintenance for the common areas, systems streets shall be

established so that the physical condition and intended function of such areas and facilities shall be maintained.

24. **Notice to Buyers.** Developer shall provide each purchaser of a site unit with a Disclosure Statement (as required under the Michigan Condominium Act, being MCLA 559.101 et.seq.) containing a specific disclosure that: (1.) Until dedication of and acceptance by the City, the Association will be responsible for the maintenance, repair and replacement of the utilities, parking lots and drives, streets, and (2.) that the utilities within any lot or unit will not be maintained by the City. A copy of this disclosure shall be presented to the City Clerk prior to the sale of the first unit.
25. **Special Assessment Authority.** The Developer shall give notice to the buyers of each unit in the project and shall provide in the Master Deed, the Bylaws, and deed restrictions that the Developer, the unit owners, and the Association by recording the Master Deed, Bylaws, and deed restrictions and purchasing of land within the project have irrevocably petitioned the City to establish a Special Assessment District and to authorize improvements within the Special Assessment District for the drives, streets, parking lots, and utility systems as outlined in this Development Agreement and that the City is authorized to proceed under Public Act 246 of 1945, as amended, Act 139 of 1972, as amended, Act 116 of 1923, as amended, and Act 188 of 1954 to establish Special Assessment Districts and levy special assessments upon the real property and improvements of the project to fulfill the obligations; and maintain, repair and replace the private drives, streets, parking areas, and utility systems of the project.
26. **Turn Over Date, Inspections and Release of Deposits and Letters of Credit.** No cash deposit or bank letter of credit, or other surety approved by the City Council, pertaining to any utility system, including water system, storm drainage system, private drives, streets

and parking areas, or other utilities or common areas required to have periodic maintenance, shall be released to the Developer or its sureties until such system and improvements have been inspected and approved by the City.

27. **Agreement Jointly Drafted.** Developer has negotiated with City the terms of this Agreement, the Amended PUD Plan and the exhibits attached hereto and such documentation represents the product of the joint efforts and mutual agreements of Developer and City. Developer fully accepts and agrees to the final terms, conditions, requirements, and obligations of this Agreement, and Developer shall not be permitted in the future to claim that the effect of this Agreement results in an unreasonable limitation on uses of all or a portion of the Property or claim that enforcement of this Agreement causes an inverse condemnation, other condemnation, or taking of all or any portion of the Property. Furthermore, it is agreed that the improvements and undertakings described in this Agreement are necessary and roughly proportional to the burden imposed, and are necessary in order to (1) ensure that public services and facilities necessary for and affected by the Development will be capable of accommodating the development on the Property and the increased service and facility loads caused by the Development; (2) protect the natural environment and conserve natural resources; (3) ensure compatibility with adjacent uses of land; (4) promote use of the Property in a socially, environmentally, and economically desirable manner; and (5) achieve other legitimate objectives authorized under the Michigan Zoning Enabling Act, MCL 125.3101 et seq. It is further agreed and acknowledged that all such improvements, both on-site and off-site, are clearly and substantially related to the burdens to be created by the development of the Property and all such improvements without exception are clearly and substantially

related to City's legitimate interests in protecting the public health, safety, and general welfare.

28. **Ambiguities and Inconsistencies.** Where there is a question with regard to applicable regulations for a particular aspect of the Development or with regard to clarification, interpretation, or definition of terms or regulations, and there are no apparent express provisions of this Agreement, the Amended PUD Plan or exhibits hereto that apply, City, in the reasonable exercise of its discretion, shall determine the regulations of City's Zoning Ordinance, as that Ordinance may have been amended, or other City ordinances that are applicable, provided such determination is not inconsistent with the nature and intent of this Agreement, the Amended PUD Plan and exhibits hereto. In the event of a conflict or inconsistency between this Agreement, the Amended PUD Plan and exhibits hereto and applicable City ordinances, this Agreement, the Amended PUD Plan and exhibits hereto shall apply.

### **ARTICLE III**

#### **DURATION AND ENFORCEMENT PROVISIONS**

1. **The Duration of the Agreement.** Under the City of Chelsea Zoning Ordinance Section 9.04 F, approval of the final site plan for each phase shall expire and be of no effect 545 days following the date of approval unless construction has begun on the applicable phase and is diligently pursued in conformance with the approved site plan. The approval period may be extended by the Planning Commission in accordance with the Zoning Ordinance. This Agreement is in effect as long as the site plan approval is valid.

2. **Enforcement Procedures:**

- a. **Breach/Cure Provisions.** Any material breach of the conditions or regulations of this Agreement or site plan approval, or the violation of any existing or hereafter adopted Ordinance, by the Developer, its officers, employees, contractors or agents which is not cured within the applicable notice and cure period shall constitute grounds for the suspension or vacation of this Agreement and site plan approval, notwithstanding that the term herein has not expired.
- b. **Administration.** The City Director of Zoning and Planning, and assistants, shall administer and enforce this Agreement and site plan approval, except as hereinafter provided, or except as provided by Ordinance. The City Director of Zoning and Planning, and his/her assistants shall issue a cease and desist order on the site upon finding a material violation of this Agreement or site plan approval or of any Ordinance. The Order shall contain the statement of the specific violation and the appropriate means of correcting the same and a reasonable time within which such correction shall be made. The failure, neglect or refusal to comply with a cease and desist order shall constitute a violation of this Agreement or site plan approval and grounds for revocation or suspension of this Agreement or site plan approval.
- c. **Revocation/ Suspension.** If the City Director of Zoning and Planning and his/her assistants have issued a cease and desist order which has not be cured within the applicable notice and cure period, the City of Chelsea City Council shall have the authority to revoke this Agreement or site plan approval upon any material breach thereof and upon holding a Public Hearing thereon after written charges and reasonable notice which specifies in reasonable detail the material



breach, which Public Hearing shall be no fewer than five (5) business days from the date of such notice. Developer shall be afforded a reasonable time to cure any material breach of this Agreement or site plan approval. In the case of revocation of this Agreement or site plan approval, the City Council shall order that all construction, or specific activities, at the site shall cease and that all machinery and equipment shall be removed from the site, and/or that rehabilitation of the site shall be completed, and specify a reasonable period of time for compliance of such order. The City Council shall have the authority to suspend this Agreement or site plan approval for the failure, neglect or refusal to comply with the cease desist order, as aforesaid, upon the written charges and reasonable notice. In the case of suspension of this Agreement or site plan approval, the City Council shall order that all and every activity authorized hereunder shall be suspended, or that only one or more such activities shall be suspended while other activities are not suspended. The suspended activity(-ies) shall cease during the period of such suspension and the failure, neglect or refusal to comply with such order of suspension shall constitute a violation of this Agreement or site plan approval and shall be grounds for the revocation of this Agreement or site plan approval. The period of such suspension shall terminate upon the City Director of Zoning and Planning giving written notice to the Developer and the Mayor of the City of Chelsea that the conditions constituting the violation complained of, have been corrected and are in conformance with this Agreement or site plan approval, or the period of such suspension shall be as otherwise determined by the City Council. Notwithstanding other provisions hereof, the City Council is authorized to order

the temporary and immediate suspension of this Agreement or site plan approval without prior notice or Public Hearing in the event of a severe and imminent threat to the public health, safety and welfare or of neighboring persons or property when the City Council decides and determines that delay would be detrimental to efforts to lessen or respond to the threat.

- d. **Existing and Future Ordinances.** In the event of any conflict between the terms and provisions of this Agreement, the Amended PUD Plan and exhibits hereto and the application of any current or future City Ordinance, the provisions of this Agreement, the Amended PUD Plan and the exhibits hereto shall control. Subject to the foregoing, the Development shall be subject to any existing or future Ordinances adopted by the City Council to the extent not inconsistent with the terms and provisions of this Agreement.
- e. **Interpretation.** The City Director of Zoning and Planning, assistants, and the City Council and their assistants and agents, shall have the right, power and authority to identify and process violations of this Agreement or site plan approval, to make periodic inspections of the site during reasonable business hours and upon reasonable notice of the Developer, and to enter the site and make such inspections or investigation, including nondestructive testing, borings, and other inspections as shall be reasonably necessary to determine the conditions of this Agreement or site plan approval and Ordinance are being satisfied.
- f. If the Development is terminated all monies paid to the City for off-site improvements shall continue to be held in trust for the purpose defraying the costs of such off-site improvements, unless the City Council deems that the

termination of the Development has terminated the need for the improvements or such monies are replaced by new Performance Guarantees by a successor in title. All on-site improvements shall remain in place for the benefit of future development of the land. If the Development is terminated, the Developer shall have no claim against the City for the on-site improvements.

#### **ARTICLE IV**

##### **MISCELLANEOUS PROVISIONS**

1. **Modifications.** This Agreement may not be modified, replaced, amended or terminated without the prior written consent of the parties to this Agreement. The City and the Developer (but only so long as the Developer owns and offers for sale any unit in the Development) shall be entitled to modify, replace, amend or terminate this Agreement.
2. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.
3. **City Approval.** This Agreement has been approved through action of the City Council at a duly scheduled meeting.
4. **Developer and Owner Approval.** Each signer on behalf of Developer and Sellers below represent by their signature that they represent and have authority to bind such party.
5. **Execution in Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one Agreement. The signature of any party to any counterpart shall be deemed to be a signature to, and may be appended to, any other counterpart.
6. **Preconstruction Meeting with Builders.** The parties acknowledge that Developer and/or any other third parties can build homes on the residential units in accordance with

the approved final site plan. The parties agree that the Developer and/or any other third parties will comply with all related Ordinances and published rules and regulations that are not inconsistent with this Agreement and the Amended PUD Plan prior to the preconstruction meeting. Prior to the commencement of any grading within the Development, the Developer or such other third parties shall schedule a meeting as per the City's engineering standards with its general contractor, construction manager and the City's applicable departments, officials, and consultants to review the applicable policies, procedures and requirements of the City with respect to construction of the Development. Prior to the installation of sanitary sewer or water, a second such preconstruction meeting shall be held.

7. The Developer shall be required to review conformance of this Agreement with City Officials and/or designated City consultants on a yearly basis or at such time as deemed reasonably necessary by the City until completion of the project.
8. The Developer shall pay the hourly rate at the time of review for any reviews necessary to determine conformance of the Development to this Agreement. These fees include review time by the City engineer, planner or attorney. There may be other professional reviews required that will be paid for by Developer at the hourly rate of those professionals.
9. The City shall record this Agreement with the Washtenaw County Register of Deeds and shall provide a true copy to the Developer. All costs associated with the recording of this Agreement shall be borne by the Developer. This Agreement will run with the land.
10. Developer shall have the right to assign this Agreement to any other third party, without the consent of the City; provided, however, that in the event of such assignment, Developer shall provide written notice of the assignment to the City within five (5)

business days of the Assignment, but such assignment shall not release Developer from its obligations hereunder that accrued prior to the date of assignment.

11. The Recitals set forth above are hereby incorporated into and made a part of this Agreement.
12. Sellers sole obligation under this Agreement is set forth in Paragraph H of the Recitals. For the avoidance of doubt, it is acknowledged by the City that Sellers shall have no responsibility or liability for the obligations of Developer under this Agreement.

*[Signatures and notarization appear on the following pages]*

***[Developer signature page to Development Agreement]***

IN WITNESS WHEREOF, the parties have executed this Agreement as the year and date set forth above.

**DEVELOPER:**

M/I Homes of Michigan, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Scott Schwanke  
Its: Area President

STATE OF MICHIGAN     )  
                                      ) SS.  
COUNTY OF OAKLAND    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2023, by Scott Schwanke, the Area President of M/I Homes of Michigan, LLC, a Delaware limited liability company, on behalf of the company.

\_\_\_\_\_  
\_\_\_\_\_, Notary Public  
\_\_\_\_\_ County, Michigan  
My commission expires: \_\_\_\_\_

***Signatures continue on following pages***

***[Seller signature page to Development Agreement]***

**SELLER:**

JBRMC, LLC,  
a Michigan limited liability company

By: \_\_\_\_\_

Elizabeth Weiss

Its: Manager

STATE OF MICHIGAN                    )  
  ) SS.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2023, by Elizabeth Weiss, the Manager of JBRMC, LLC, a Michigan limited liability company, on behalf of the company.

\_\_\_\_\_  
\_\_\_\_\_, Notary Public  
\_\_\_\_\_ County, Michigan  
My commission expires: \_\_\_\_\_

***Signatures continue on following pages***

*[Seller signature page to Development Agreement]*

**SELLER:**

DJK Ann Arbor, LLC,  
a Michigan limited liability company

By: \_\_\_\_\_

Elizabeth Weiss

Its: Manager

STATE OF MICHIGAN                    )  
  ) SS.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2023, by Elizabeth Weiss, the Manager of DJK Ann Arbor, LLC, a Michigan limited liability company, on behalf of the company.

\_\_\_\_\_  
\_\_\_\_\_, Notary Public  
\_\_\_\_\_ County, Michigan  
My commission expires: \_\_\_\_\_

*Signatures continue on following pages*



*[Seller signature page to Development Agreement]*

**SELLER:**

Ann Merkel Trust

By: \_\_\_\_\_

Angeline Merkel

Its: Trustee

STATE OF MICHIGAN                    )  
  ) SS.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2023, by Angeline Merkel, the Trustee of the Ann Merkel Trust.

\_\_\_\_\_  
\_\_\_\_\_, Notary Public  
\_\_\_\_\_ County, Michigan  
My commission expires: \_\_\_\_\_

*Signatures continue on following pages*

[*Seller signature page to Development Agreement*]

**SELLER:**

Martin Merkel Trust

By: \_\_\_\_\_

Angeline Merkel

Its: Trustee

STATE OF MICHIGAN                    )  
  ) SS.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2023, by Angeline Merkel, as the Trustee of the Martin Merkel Trust.

\_\_\_\_\_  
\_\_\_\_\_, Notary Public  
\_\_\_\_\_ County, Michigan  
My commission expires: \_\_\_\_\_

*Signatures continue on following page*

***[City signature page to Development Agreement]***

**CITY:**

City of Chelsea,  
a Michigan municipal corporation

By: \_\_\_\_\_

Jane Pacheco

Its: Mayor

STATE OF MICHIGAN                    )  
  ) SS.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2023, by Jane Pacheco, as the Mayor of the City of Chelsea.

\_\_\_\_\_  
\_\_\_\_\_, Notary Public  
\_\_\_\_\_ County, Michigan  
My commission expires: \_\_\_\_\_

Drafted by and when recorded return to:

Mark S. Cohn, Esq.  
SK Detroit Law Partners, P.C.  
2000 Town Center, Suite 1500  
Southfield, Michigan 48075

**Item 7b**

**Proposed Zoning Ordinance Amendments**

**Section 4.23: Temporary Uses and Special Events**

Planning Commission  
January 24, 2023

Proposed Zoning Text Amendments  
Draft Mark-Up Version

Proposed new text is underlined, and text that is struck through will be deleted.

ARTICLE 4. STANDARDS FOR SPECIFIC USES  
Section 14.23 Temporary Uses and Special Events

**B. Special Events.** Special Events shall comply with all applicable standards in Article VI: Special Events of the General Code of Ordinances. ~~Festivals, farmers markets, or other special events may be permitted in any district, upon approval by the City Council based upon the finding that the location of such an activity will not adversely affect adjoining properties, or adversely affect public health, safety, morals, and the general welfare.~~

**Planning Commission  
January 24, 2023**

**Proposed Zoning Text Amendments  
Draft Clean Version**

**ARTICLE 4. STANDARDS FOR SPECIFIC USES  
Section 14.23 Temporary Uses and Special Events**

**B. Special Events.** Special Events shall comply with all applicable standards in Article VI: Special Events of the General Code of Ordinances.

## **Item 7c**

### **Proposed Zoning Ordinance Amendments**

#### **Section 6.11: Performance Standards**

Planning Commission  
January 24, 2023

Proposed Zoning Text Amendments  
Draft Mark-Up Version

Proposed new text is underlined, and text that is struck through will be deleted.

**ARTICLE 6. GENERAL PROVISIONS**  
**Section 6.11 Performance Standards**

**A. Noise.** Noise from uses shall comply with all applicable standards in Article II: Noise of the General Code of Ordinances.

Use of Property Receiving the Sound	Permitted Decibel Levels	
	7:00 a.m. — 10:00 p.m.	10:00 p.m. — 7:00 a.m.
Residential Uses (within 50 feet of the subject property*)	61	55
Commercial Uses (within 50 feet of the subject property*)	71	61
*Measured at the property line of use receiving the sound within the specified distance.		



**Planning Commission  
January 24, 2023**

**Proposed Zoning Text Amendments  
Draft Clean Version**

**ARTICLE 6. GENERAL PROVISIONS  
Section 6.11 Performance Standards**

**A. Noise.** Noise from uses shall comply with all applicable standards in Article II: Noise of the General Code of Ordinances.

**Item 7d**

**Proposed Zoning Ordinance Amendments**

**Section 14.03: Zoning Compliance Permit**

Planning Commission  
January 24, 2023

Proposed Zoning Text Amendments  
Draft Mark-Up Version

Proposed new text is underlined, and text that is struck through will be deleted.

**ARTICLE 14. ADMINISTRATION AND ENFORCEMENT**  
**Section 14.03 Zoning Compliance Permit**

A. No use, exterior construction, exterior work, excavation, movement of earth, or any activity associated with a permanent improvement or change of use, land or building, exterior alteration, addition, demolition, or similar activity, other than preliminary testing, boring, soil samples, surveying and investigative work or activity shall be commenced, performed, or done without the issuance of a Zoning Compliance Permit.

B. No permit shall be issued by any City, County, or State official or agency for any use, building, exterior construction, exterior work, exterior alteration, addition, or improvement to land, as above described, until a Zoning Compliance Permit has been issued by the Planning and Zoning Administrator as required by this Ordinance. The issuance of any other approval or certification of a Site Plan, variance, Special Use Permit, Planned Unit Development, or other discretionary permit by any board or body under this Ordinance, shall not supersede or lessen compliance with this Article of the Ordinance and that any use, development, construction, improvement, or work allowed under such discretionary permit, shall in all cases be further conditioned on compliance with this Article and shall not be allowed until the issuance of the Zoning Compliance Permit in accordance with this Article.

**Planning Commission  
January 24, 2023**

**Proposed Zoning Text Amendments  
Draft Clean Version**

**ARTICLE 14. ADMINISTRATION AND ENFORCEMENT  
Section 14.03 Zoning Compliance Permit**

A. No use, exterior construction, exterior work, excavation, movement of earth, or any activity associated with a permanent improvement or change of use, land or building, exterior alteration, addition, demolition, or similar activity, other than preliminary testing, boring, soil samples, surveying and investigative work or activity shall be commenced, performed, or done without the issuance of a Zoning Compliance Permit.

B. No permit shall be issued by any City, County, or State official or agency for any use, building, exterior construction, exterior work, exterior alteration, addition, or improvement to land, as above described, until a Zoning Compliance Permit has been issued by the Planning and Zoning Administrator as required by this Ordinance. The issuance of any other approval or certification of a Site Plan, variance, Special Use Permit, Planned Unit Development, or other discretionary permit by any board or body under this Ordinance, shall not supersede or lessen compliance with this Article of the Ordinance and that any use, development, construction, improvement, or work allowed under such discretionary permit, shall in all cases be further conditioned on compliance with this Article and shall not be allowed until the issuance of the Zoning Compliance Permit in accordance with this Article.