



**PLANNING COMMISSION
MEETING AGENDA
REGULAR MEETING**

500 W. Big Beaver
Troy, MI 48084
(248) 524-3364
www.troymi.gov
planning@troymi.gov

Donald Edmunds, Chair, Philip Sanzica, Vice Chair
Karen Crusse, Steve Gottlieb, Michael W. Hutson, Tom Krent
Gordon Schepke, Thomas Strat and John J. Tagle

August 12, 2014

7:00 P.M.

Council Chambers

1. ROLL CALL
2. APPROVAL OF AGENDA
3. MINUTES – July 22, 2014 Planning Commission Special/Study Meeting
4. PUBLIC COMMENT – For Items Not on the Agenda

PRELIMINARY SITE PLAN REVIEW

5. PLANNED UNIT DEVELOPMENT APPLICATION (File Number PUD 008-A) – Proposed Big Beaver Place, North side of Big Beaver, East of John R, Section 24, Currently Zoned PUD #8 (Planned Unit Development #8) District

OTHER BUSINESS

6. PUBLIC COMMENT – Items on Current Agenda
7. PLANNING COMMISSION COMMENT

ADJOURN

NOTICE: People with disabilities needing accommodations for effective participation in this meeting should contact the City Clerk by e-mail at clerk@troymi.gov or by calling (248) 524-3317 at least two working days in advance of the meeting. An attempt will be made to make reasonable accommodations.

Chair Edmunds called the Special/Study meeting of the Troy City Planning Commission to order at 7:00 p.m. on July 22, 2014 in the Council Chamber of the Troy City Hall.

1. ROLL CALL

Present:

Karen Crusse
Donald Edmunds
Steve Gottlieb
Tom Krent
Philip Sanzica
Gordon Schepke
Thomas Strat
John J. Tagle

Absent:

Michael W. Hutson

Also Present:

R. Brent Savidant, Planning Director
Ben Carlisle, Carlisle/Wortman Associates, Inc.
Allan Motzny, Assistant City Attorney
Kathy L. Czarnecki, Recording Secretary

2. APPROVAL OF AGENDA

Resolution # PC-2014-07-039

Moved by: Gottlieb
Seconded by: Tagle

RESOLVED, To approve the Agenda as printed.

Yes: All present (8)
Absent: Hutson

MOTION CARRIED

3. APPROVAL OF MINUTES

Resolution # PC-2014-07-040

Moved by: Krent
Seconded by: Strat

RESOLVED, To approve the minutes of the June 24, 2014 Special/Study meeting as published.

Yes: All present (8)
Absent: Hutson

MOTION CARRIED

4. PUBLIC COMMENTS – Items not on the Agenda

There was no one present who wished to speak.

5. ZONING BOARD OF APPEALS (ZBA) REPORT

Mr. Krent gave a report on the July 15, 2014 Zoning Board of Appeals meeting.

6. PLANNING AND ZONING REPORT

Mr. Savidant addressed the following applications:

- Preliminary Site Plan – Kresge Foundations Headquarters Expansion
- Planned Unit Development – Big Beaver Place

Mr. Savidant shared the interest of residents to raise their own chickens. He addressed the City requirements and the recent influx of animal license and animal appeal applications.

7. MASTER PLAN UPDATE – Rochester Road Study Area

Mr. Carlisle presented and discussed the Rochester Road study area. He addressed:

- Master Plan timeline; June-Sept 2014.
- Existing conditions.
- Zoning districts (Community Business and General Business).
- Transition/buffer between commercial and residential.
- Depth of parcels.
- Recommendations from Real Estate Forum.
- Priorities and strategies.

There was discussion on:

- Utilizing community development block grants/initiatives.
- Mixing residential with commercial uses.
- Increasing setback requirements between commercial and residential.
- Modifying building height requirements.
- Parking in front of commercial buildings.
- Creating development scenarios/models from developer perspective.

Mr. Savidant said the next study area is Maple Road. He asked members to give thought to whether the Maple Road zoning designation has been effective for the City to date; i.e., should consideration be given to a different approach, incentives, tweaking requirements.

8. PUBLIC COMMENT – Items on Current Agenda

There was no one present who wished to speak.

9. PLANNING COMMISSION COMMENT

There were general Planning Commission comments.

The Special/Study meeting of the Planning Commission adjourned at 8:19 p.m.

Respectfully submitted,

Donald Edmunds, Chair

Kathy L. Czarnecki, Recording Secretary

G:\Planning Commission Minutes\2014 PC Minutes\Draft\2014 07 22 Special Study Meeting_Draft.doc

DATE: August 8, 2014

TO: Planning Commission

FROM: R. Brent Savidant, Planning Director

SUBJECT: PLANNED UNIT DEVELOPMENT APPLICATION (File Number PUD 008-A) – Proposed Big Beaver Place, North side of Big Beaver, East of John R, Section 24, Currently Zoned PUD #8 (Planned Unit Development #8) District

The owner of the subject parcel is interested in developing a mixed use PUD on the site, featuring retail along the frontage and residential behind.

The 4.77-acre site received Concept Development Plan (CDP) approval for a similar project in 2007. They now seek Preliminary Development Plan (PDP) approval. Some revisions to the approved CDP are proposed. The Planning Commission is asked to determine if the proposed concept is consistent with the CDP.

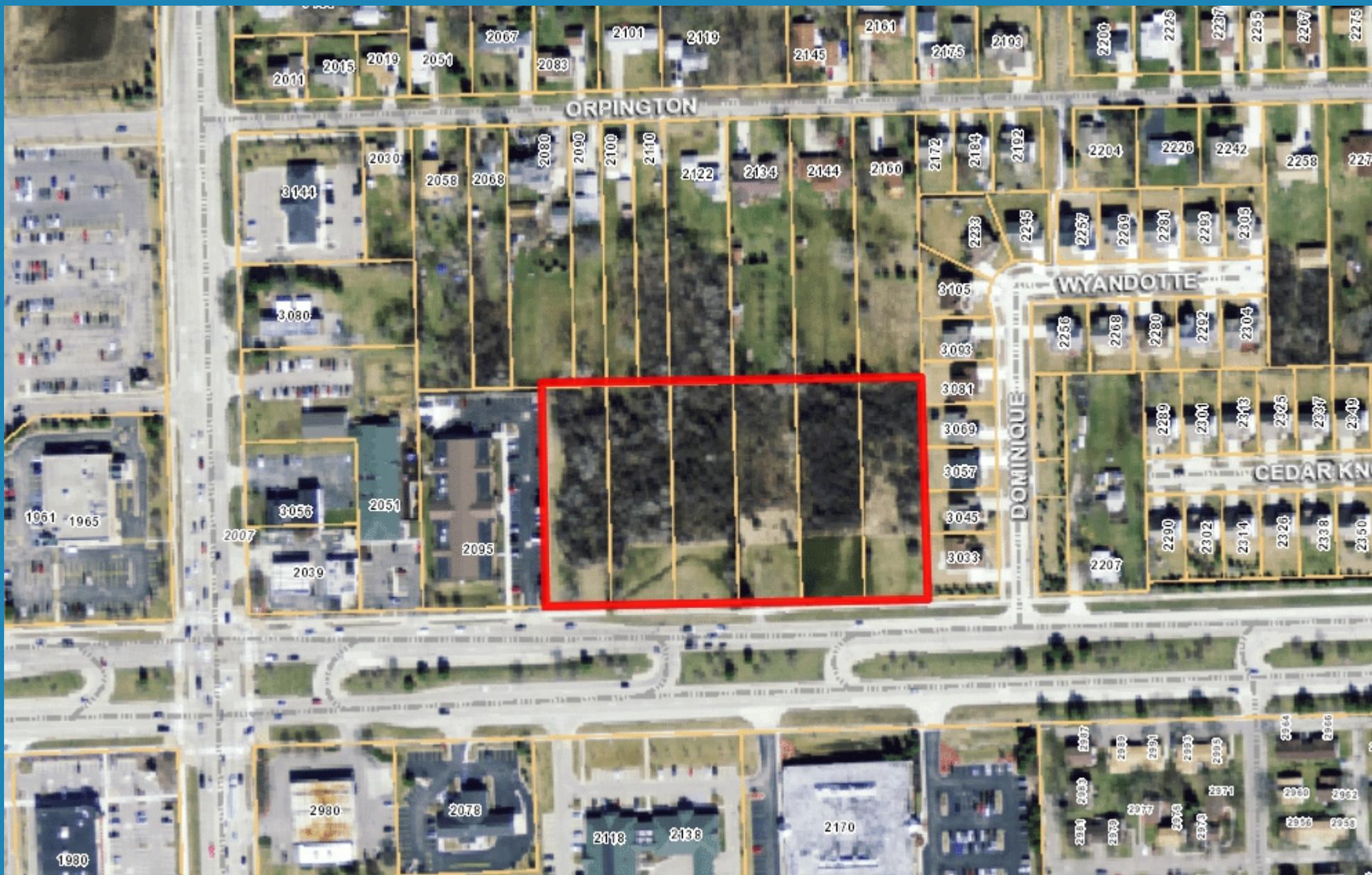
The attached report prepared by Carlisle/Wortman Associates, Inc. (CWA), the City's Planning Consultant, summarizes the project. CWA prepared the report with input from various City departments including Planning, Engineering, Public Works and Fire. City Management supports the findings of fact contained in the report and the recommendations included therein.

The Planning Commission reviewed a conceptual drawing of the project at the April 22, 2014 Special/Study meeting. The applicant seeks a finding from the Planning Commission that the proposed Preliminary Development Plan (PDP) is consistent with the Concept Development Plan (CDP). Furthermore, the applicant seeks direction on site design.

Attachments:

1. Maps
2. Report prepared by CWA
3. Approved PUD #8 CDP and PUD Agreement

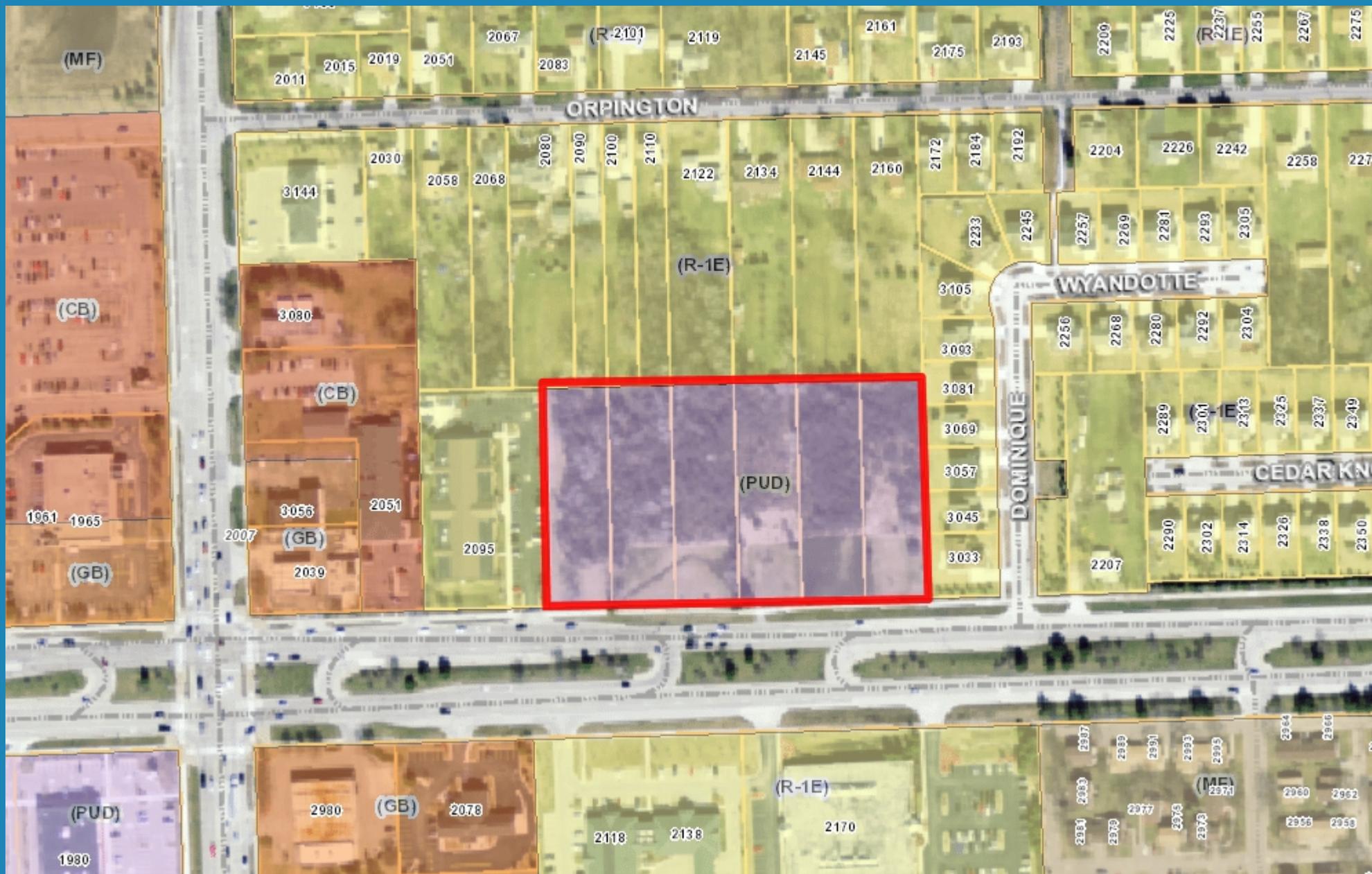
G:\PUD's\PUD 008-A Big Beaver Place\PC Memo 08 12 14.doc.docx



569 0 285 569 Feet



Note: The information provided by this application has been compiled from recorded deeds, plats, tax maps, surveys, and other public records and data. It is not a legally recorded map survey. Users of this data are hereby notified that the source information represented should be consulted for verification.



569 0 285 569Feet



Note: The information provided by this application has been compiled from recorded deeds, plats, tax maps, surveys, and other public records and data. It is not a legally recorded map survey. Users of this data are hereby notified that the source information represented should be consulted for verification.



CARLISLE/WORTMAN ASSOCIATES, INC.
Community Planners /Landscape Architects

605 S. Main, Suite 1
Ann Arbor, MI 48104
734-662-2200
fax 734-662-1935

6401 Citation Drive, Suite E
Clarkston, MI 48346
248-625-8480
fax 248-625-8455

Date: August 5, 2014

Determination of Consistency of Conceptual Development Plan and Providing Direction on Preliminary Development Plan For City of Troy, Michigan

GENERAL INFORMATION

Applicant	Big Beaver Place
Project Name:	Big Beaver Place PUD
Plan Date:	June 5, 2014
Location:	East Side of John R. Road, north side of Big Beaver Road
Zoning:	PUD
Action Requested:	Determination of Consistency of Conceptual Development Plan and Providing Direction on Preliminary Development Plan

BACKGROUND

Big Beaver Place Planned Unit Development (PUD) received Concept Development Plan (CDP) approval in 2007. As a result the site was rezoned to PUD. However, the plan never received Preliminary Development Plan (PDP) approval. The applicant has resurrected the project and is starting the process to receive Preliminary Development Plan approval.

The Planning Commission will not take any action on the matter at this meeting. The Planning Commission is asked to consider if the plans are consistent with the approved Conceptual Development Plan. If the Planning Commission determines that the plans are consistent, the Planning Commission shall provide direction to the applicant for their resubmittal of their Preliminary Development Plan.

Surrounding Property Details:

Direction	Zoning	Use
North	R-1E, One-family Residential District	Single-family homes
South	R-1E, One-family Residential District	Office/Commercial
East	R-1E, One-family Residential District	Single-family homes
West	R-1E, One-family Residential District	Office/Commercial



CDP COMPARISON

The approved CDP consisted of 23 two-story townhomes in four buildings, with each unit being approximately 1,800 square feet, including a two-car garage. Two clustered retail buildings (6,400 s.f. and 9,600 s.f.), and one separate building for a deli and coffee shop (3,500 s.f.) were approved.

The revised CDP consists of twenty (20) three-story townhomes in two building clusters. The two clusters face an interior courtyard, and are separated by a wetland and play areas. The retail component consists of two (2) clustered retail buildings (6,700 s.f. and 6,700 s.f.), and one separate building for a restaurant and drive-thru (4,400 s.f.).

In conversations with the applicant, they note that the approved CDP is difficult to build. The first concern is the layout, orientation, and the number of residential units. The second concern is that site circulation of the retail portion of the development is awkward and unsafe.

CDP Comparison						
	Number of Retail Buildings	Retail Building Square Footage	Drive-thrus	Number of Residential Units	Overall Site Parking	Design Features
2007 CDP	3	19,500	1	23	168	<ul style="list-style-type: none"> • Pedestrian Plaza • Pedestrian access from Big Beaver • Stormwater/detention Feature • Bioswales • Retail water feature • Outdoor seating
Amended CDP	3	17,340	1	20	177	<ul style="list-style-type: none"> • Pedestrian Plaza • Pedestrian access from Big Beaver • Stormwater/detention Feature • Bioswales • Outdoor seating

The Planning Commission last considered this matter at their April 22, 2014 meeting. At that meeting, the Planning Commission informally determined that the revised CDP concept was consistent with the approved 2007 CDP.

Though the site plan has slightly changed, and we have noted items for consideration by the Planning Commission to revise the site layout, the general layout, the total retail sq/ft, the number of parking spaces, the number of residential units, and the site amenities are consistent with the 2007 CDP. However, it's the authority of the Planning Commission to determine the consistency of the two plans. If the Planning Commission determines that the submitted plans are consistent with the 2007 approved CDP, the applicant may proceed to Step Two: Preliminary Development Plan approval.

Items to be addressed: Planning Commission to determine if the submitted plans are consistent with the approved CDP.

PUD PROCESS

As set forth in Section 11.05, Planned Unit Developments include a three step process. If the Planning Commission finds that the submitted plans are consistent with the submitted plans, the plans will be reviewed under step two listed below:

- Step One: Conceptual Development Plan (CDP) approval, which is a rezoning that amends the zoning district map to reclassify the property as a Planned Unit Development.
- Step Two: The second step of the review and approval process shall be the application for and approval of a Preliminary Development Plan (preliminary site plan) for the entire project, or for any one or more phases of the project. The Preliminary Development Plan will be reviewed as a preliminary site plan as set forth in Article 8 of the Zoning Ordinance. City Council shall have the final authority to approve and grant Preliminary Development Plan approvals, following a recommendation by the Planning Commission.

- **Step Three: Final Development Plan Approval.** The third step of the review and approval process shall be the review and approval of a Final Development Plan (final site plan) for the entire project, or for any one or more phases of the project, and the issuance of building permits. Final Development Plans for Planned Unit Developments shall be submitted to the Zoning Administrator for administrative review, and the Zoning Administrator, with the recommendation of other appropriate City Departments, shall have final authority for approval of Final Development Plans.

Items to be addressed: None

SITE ARRANGEMENT

The retail portion of the development is located adjacent to Big Beaver and the residential portion is located in the rear of the site. There are two points of access to site and the western-most access point aligns with the Big Beaver cross-over. The applicant is providing a full automobile circulation around the retail buildings. The applicant has provided a sidewalk along Big Beaver and pedestrian access to all retail buildings.

Access to the residential portion of the development will be through the retail parking lot. The residential portion of the development is divided into two building clusters buffered by a shared water feature and open space. The applicant will utilize the "stormwater detention wetland" as a site feature. We have asked the applicant to consider shifting all stormwater features of site to the northwest corner and consider other applications of the interior space between the building clusters. If the applicant is going to keep the wetland feature, they should indicate the treatment of this wetland (wet or dry, landscaping, etc) to ensure it is a site amenity. Lastly, the applicant should indicate the treatment of the "Play Area" (play equipment, open space, etc).

Items to be Addressed: 1). Consider alternative applications of interior space between buildings or indicate treatment of wetland; and 2). Indicate treatment of "Play Area"

AREA, WIDTH, HEIGHT, SETBACKS

The project site is being developed as a mixed use retail and residential PUD. Physical standards relating to matters such as building height, setback, bulk, and density is determined upon the specific PUD presented. These standards were conceptually approved as part of the Conceptual Development Plan.

In the revised plans, the applicant has reoriented the residential development to be perpendicular rather than parallel to Big Beaver. Reorienting the buildings has moved the residential building approximately ten (10) feet from the rear property line. We find that due to the proposed height of the residential buildings, a ten (10) foot setback is not enough, given the setback of the CDP was 40 feet. The applicant shall provide greater setback between the residential portion of the development and the rear property line.

Other than the residential setback to the rear property line it appears that all building setback, height, density, and bulk are consistent with the approved Conceptual Plan, however we note that the plans do not show the required setback dimensions and zoning information.

Items to be Addressed: 1). Provide greater setback between the residential portion of the development and the rear property line; and 2). Provide all setback dimensions and zoning information on plans.

UTILITIES AND PUBLIC IMPROVEMENTS

The applicant has not submitted a grading plan or preliminary utility plan that shows water and sanitary lines.

Items to be Addressed: 1) Submit grading plan; and 2). Submit preliminary utility plan.

TRAFFIC, SITE ACCESS AND CIRCULATION

Vehicular Access and Circulation

There are two points of access to the site from Big Beaver. The western most access point aligns with the Big Beaver cross-over. There is a full automobile circulation pattern around the retail buildings. The residential portion of the development is divided into two building clusters. Access to the residential portion of the development will be through the retail parking lot.

Traffic Engineering has no objections to the plan as submitted. The RCOC has approved the location of the westerly driveway at the existing cross-over/traffic signal subject to a stop control device at the drive approach. Per the RCOC there is an existing pedestal mounted signal that will need to be relocated that should be noted on the RCOC permit when issued.

Pedestrian access

The applicant has provided a sidewalk along Big Beaver and pedestrian access to all retail buildings. There is a pedestrian spine through the retail buildings to provide pedestrian access to the residential units.

Items to be Addressed: None.

PARKING

Parking is based on the chart set forth in Article 13.06:

- Fast Food: 1 space per 70 sq/ft of net floor area plus 10 stacking spaces
- General Retail: 1 space per 250 sq/ft of gross floor area
- Residential: 2 spaces per dwelling unit

The applicant is providing a total of 177 spaces. Parking appears sufficient; however the applicant has not provided a detailed parking calculation.

Items to be Addressed: Provide detailed parking calculations on plans

LANDSCAPING

Landscaping requirements are set forth in Article 13.20:

- Street Trees: The Ordinance requires that the greenbelt shall be landscaped with a minimum of one (1) deciduous tree for every thirty (30) lineal feet, or fraction thereof, of frontage abutting a public road right-of-way.
- Perimeter: Parking lots that front on a public roadway shall be screened by a landscaped berm at least three (3) feet in height along the perimeter of the road right-of-way. Alternative landscape plantings or a solid wall that does not exceed three (3) feet in height may be approved, where it is found that space limitations or visibility for vehicular circulation prevent construction of a landscape berm.
- Screening between Uses: General retail adjacent to office requires screening alternative 2 or 3 or wall. Alternative 2: One (1) large evergreen tree per ten (10) lineal feet
- Parking Lot Landscaping: 1 tree for every 8 parking spaces. Trees may be located adjacent to parking lot with planning commission approval.
- General Site Landscaping: 20% of site area shall be landscaped

The plan shows landscaping but does not provide the necessary calculations regarding greenbelt, street trees, and parking lot landscaping requirements. The applicant should resubmit plans with calculations provided.

Items to be Addressed: Resubmit landscape plans with calculations provided.

FLOOR PLAN AND ELEVATIONS

The applicant has submitted floor plans, and elevations. The retail buildings present a nice façade to Big Beaver. The applicant shall confirm if the glass front that faces Big Beaver will be transparent.

Due to building orientation, the most prominent residential façade will be the side elevation. The submitted side elevations show little architectural detail, and the first 10 feet are a solid brick wall. Greater architectural details need to be provided along the side elevations that are visible from Big Beaver Road. The interior courtyards appear dominated by garage doors. The applicant should consider any creative architectural treatments to soften the dominance of garage doors.

The applicant should provide color renderings to assist the Planning Commission in evaluating design. The Planning Commission should consider the elevations and give direction to the applicant.

Items to be Addressed: 1). Revise elevations based on direction from the Planning Commission; and 2). Provide color renderings.

LIGHTING

The applicant has not provided a photometric plans and lighting details. The applicant should submit a plan that complies with Section 13.05 of the Zoning Ordinance.

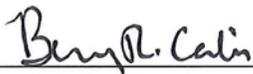
Items to be Addressed: Submit a plan that complies with Section 13.05 of the Zoning Ordinance.

SUMMARY OF FINDINGS

The Planning Commission is to determine if the submitted plans are consistent with the approved CDP. If the Planning Commission determines that the submitted plans, we recommend that the applicant

address the following items prior to Planning Commission consideration of a Preliminary Development Plan:

1. *Consider alternative applications of interior space between buildings or indicate treatment of wetland.*
2. *Indicate treatment of "Play Area."*
3. *Provide greater setback between the residential portion of the development and the rear property line.*
4. *Provide all setback dimensions and zoning information on plans.*
5. *Submit grading plan.*
6. *Submit preliminary utility plan.*
7. *Provide detailed parking calculations on plans.*
8. *Resubmit landscape plans with calculations provided.*
9. *Revise elevations based on direction from the Planning Commission.*
10. *Provide color renderings.*
11. *Submit a lighting plan that complies with Section 13.05 of the Zoning Ordinance.*



CARLISLE/WORTMAN ASSOC., INC.

Benjamin R. Carlisle, LEED AP, AICP

10-23-06 RLH
06-640 LOTS 15-16-17-18-19-20 BIG BEAVER POULTRY FARMS
BIG BEAVER PLACE BOUNDARY

DESCRIPTION OF PROPERTY (FROM RECORD)

LOTS 15-16-17-18-19-20, "BIG BEAVER POULTRY FARMS", PART OF THE SW1/4 OF SECTION 24, T2N, R11E, CITY OF TROY, OAKLAND COUNTY, MICHIGAN, RECORDED IN LIBER 23 OF PLATS, PAGE 14, OAKLAND COUNTY RECORDS, EXCEPT THE SOUTH 69 FEET TAKEN FOR BIG BEAVER ROAD.

SUBJECT TO RESTRICTIONS, RESERVATIONS AND EASEMENTS, IF ANY.

ALSO KNOWN AS SIDWELL NO. 20-24-352-041, 20-24-352-028, 20-24-352-027, 20-24-352-026, 20-24-352-025 AND 20-24-352-024.

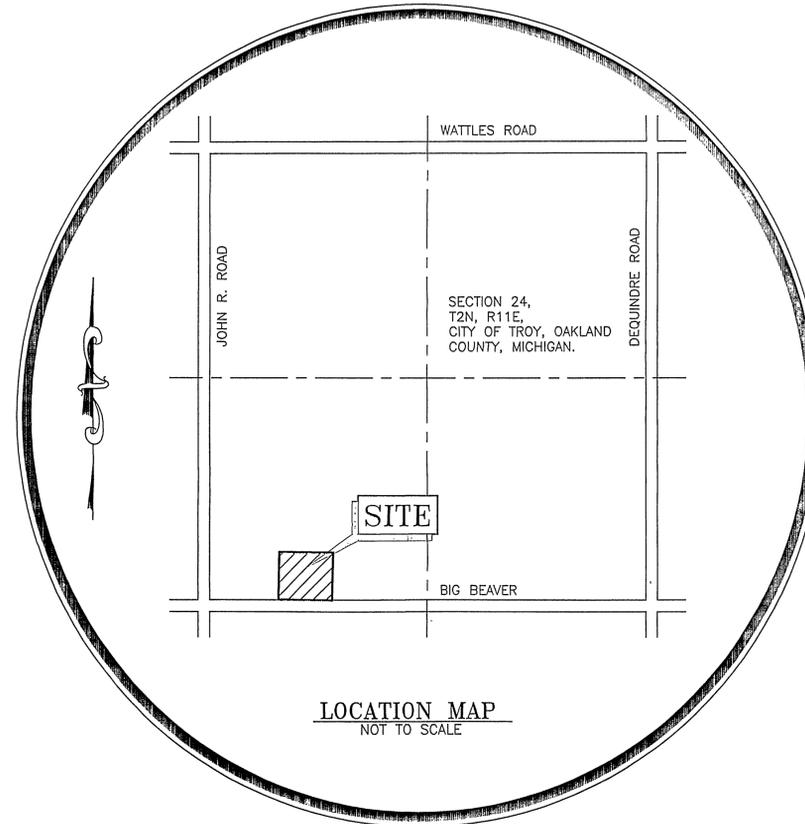
BEARING DATA ORIGINATES FROM THE WEST LINE OF "RHODE ISLAND ESTATES SITE CONDOMINIUM SUBDIVISION PLAN NO. 1687", RECORDED IN LIBER 34506, PAGE 370, OAKLAND COUNTY RECORDS.

THIS PROPERTY LIES WITHIN AN AREA DESIGNATED AS ZONE C (AREA OF MINIMAL FLOODING) AS DEPICTED BY THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 260180 0004 E, DATED SEPTEMBER 16, 1988, PROVIDED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

PRELIMINARY P.U.D. PLAN FOR Big Beaver Place

A Mies Van der Rohe Inspired Development

PART OF THE SOUTHWEST 1/4 OF SECTION 24
CITY OF TROY, OAKLAND COUNTY, MICHIGAN



LOCATION MAP
NOT TO SCALE

INDEX OF SHEETS

- SHEET 1 BOUNDARY AND TOPOGRAPHIC SURVEY
- SHEET 2 P.U.D. SITE PLAN
- SHEET 3 GRADING AND STORM WATER MANAGEMENT PLAN
- SHEET P-1 LANDSCAPE & PLANTING PLAN
- SHEET P-2 PEDESTRIAN CIRCULATION PLAN
- SHEET P-3 LANDSCAPE DETAILS
- SHEET A101 CONCEPTUAL FLOOR PLANS AND ELEVATIONS
- SHEET A102 CONCEPTUAL FLOOR PLANS AND ELEVATIONS

OWNER / DEVELOPER

BIG BEAVER PLACE, LLC
48593 HAYES
SHELBY TWP., MI 48315
(586) 247-2255

SURVEYOR / ENGINEER

FAZAL KHAN AND ASSOCIATES, INC.
43279 SCHOENHERR ROAD
STERLING HEIGHTS, MI 48313
(586) 739-8007

ARCHITECT

LANDRY + NEWMAN ARCHITECTURE
211 NORTH OLD WOODWARD AVENUE
BIRMINGHAM, MI 48009
(248) 593-6577

WETLAND CONSULTANT / LANDSCAPE ARCHITECT

KING & MacGREGOR ENVIRONMENTAL, INC.
200 MAPLE PARK BLVD., SUITE 208
ST. CLAIR SHORES, MI 48081
(586) 498-9596

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THE CONTRACTOR SHALL CHECK AND VERIFY ALL PERTINENT DIMENSIONS AND REPORT ANY DISCREPANCIES TO FAZAL KHAN & ASSOCIATES INC. BEFORE PROCEEDING WITH THE WORK.

ALL CONSTRUCTION SHALL CONFORM TO THE CURRENT STANDARDS AND SPECIFICATIONS OF ALL GOVERNING AGENCIES.

ALL WATERMANS, SANITARY SEWERS (AND LEADS) AND STORM SEWERS UNDER PROPOSED OR EXISTING PAVEMENT OR WITHIN 3 FT. OF PAVEMENT TO BE SAND BACK FILLED AND COMPACTED TO 95% OPTIMUM DENSITY (PROCTOR). ALSO ALL UTILITY CROSSINGS TO BE SAND BACKFILLED. SAND BACK FILLING TO BE INCIDENTAL TO CONTRACT.

PLANS SUBMITTED TO:	DATE SUBMITTED:	COMMENTS RECEIVED:	RE-SUBMITTED:	COMMENTS RECEIVED:	RE-SUBMITTED:	DATE APPROVED:	ADDRESS AND PHONE #:
CITY OF TROY PLANNING COMMISSION	04-10-07	04-24-07 & 05-03-07	05-23-07				500 WEST BIG BEAVER, TROY, MI 48064 PHONE: (248) 524-3364

REC'D
AUG - 9 2007
PLANNING DEPT.

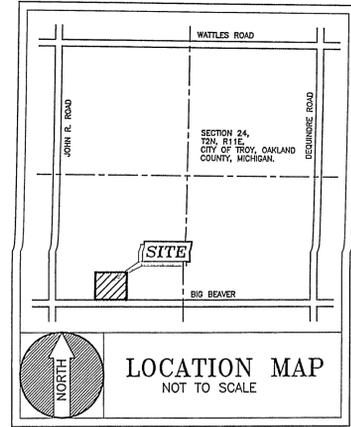
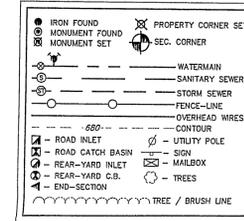


72 HOURS BEFORE YOU DIG CALL MISS DIG 1-800-487-7171
 Big Beaver Place
 PART OF THE SOUTHWEST 1/4 OF SECTION 24
 CITY OF TROY, OAKLAND COUNTY, MICHIGAN
 FAZAL KHAN & ASSOCIATES, INC.
 CIVIL ENGINEERS & LAND SURVEYORS
 43279 SCHOENHERR ROAD, STERLING HEIGHTS, MI 48313
 PHONE: (586) 739-8007 FAX: (586) 739-6994
 COVER SHEET
 PROJECT NO. 06-640
 DATE 04-10-07
 DRAWN BY C.P.T.
 CHECKED BY C.P.T.
 CLIENT BIG BEAVER PLACE, LLC
 SCALE NONE
 PRELIMINARY CONSTRUCTION AS-BUILT

BOUNDARY AND TOPOGRAPHIC SURVEY BIG BEAVER PLACE

PART OF THE SW1/4, SECTION 24, T2N, R11E,
CITY OF TROY, OAKLAND COUNTY, MICHIGAN

LEGEND

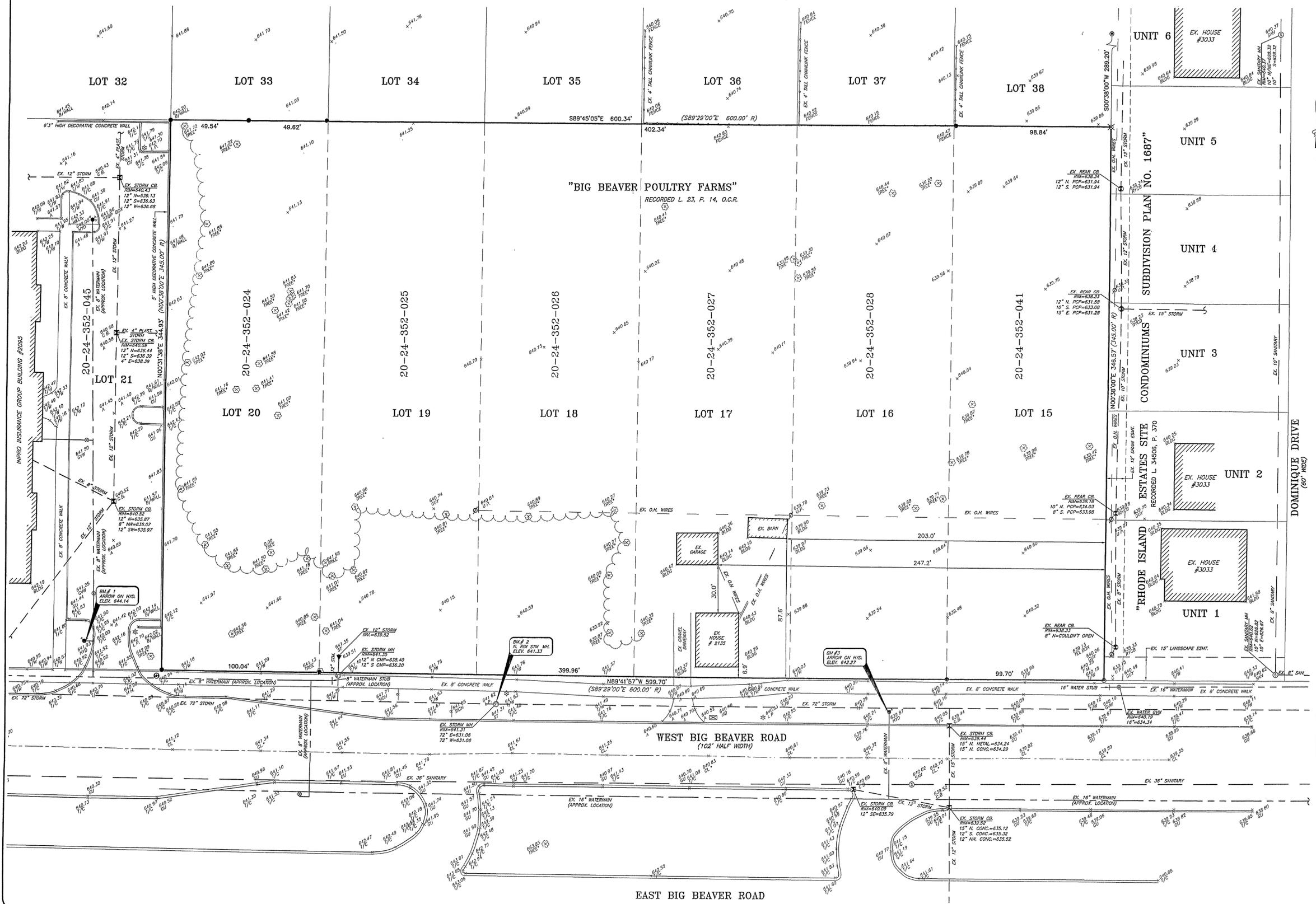
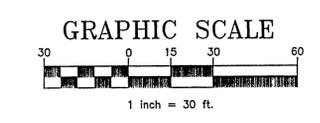


BENCHMARKS:

BM. #1) ARROW ON HYDRANT LOCATED ON THE N. SIDE OF BIG BEAVER IN ISLAND AT ENTRANCE TO PARKING LOT AT BUILDING #2095
ELEV.= 644.14 (SHOWN CITY BENCHMARK)

BM. #2) N. RIM STORM MH N. SIDE OF BIG BEAVER 75' W OF HOUSE #2135
ELEV.= 641.33 (SHOWN CITY BENCHMARK)

BM. #3) ARROW ON HYDRANT LOCATED ON THE N. SIDE OF BIG BEAVER 100' E OF HOUSE #2135
ELEV.= 642.27 (SHOWN CITY BENCHMARK)



10-23-06 RLH
06-640 LOTS 15-16-17-18-19-20 BIG BEAVER POULTRY FARMS
BIG BEAVER PLACE BOUNDARY

DESCRIPTION OF PROPERTY (FROM RECORD)

LOTS 15-16-17-18-19-20, "BIG BEAVER POULTRY FARMS", PART OF THE SW1/4 OF SECTION 24, T2N, R11E, CITY OF TROY, OAKLAND COUNTY, MICHIGAN, RECORDED IN LIBER 23 OF PLATS, PAGE 14, OAKLAND COUNTY RECORDS, EXCEPT THE SOUTH 69 FEET TAKEN FOR BIG BEAVER ROAD.

SUBJECT TO RESTRICTIONS, RESERVATIONS AND EASEMENTS, IF ANY.

ALSO KNOWN AS SIDWELL NO. 20-24-352-041, 20-24-352-028, 20-24-352-027, 20-24-352-026, 20-24-352-025 AND 20-24-352-024.

CERTIFIED TO:

BIG BEAVER PLACE, LLC
48593 HAYES ROAD
SHELLEY TOWNSHIP, MICHIGAN 48315
1-313-585-1345

I HEREBY CERTIFY THAT THIS IS A TRUE AND ACCURATE SURVEY; THAT THIS DRAWING IS A CORRECT REPRESENTATION OF ALL THE EXTERIOR BOUNDARIES OF THE LAND SURVEYED; THAT SAID SURVEY WAS PERFORMED WITH AN ERROR OF CLOSURE OF 1 IN 5000; THAT THIS SURVEY COMPLES WITH THE REQUIREMENTS OF SECTION 3, ACT NO. 132, P.A. OF 1970, AS AMENDED.

ROBERT L. HIGGINS, P.S. 21570
FAZAL KHAN AND ASSOCIATES, INC.
43345 SCHOENHERR ROAD
STERLING HEIGHTS, MICHIGAN 48313
1-586-739-8007

BEARING DATA ORIGINATES FROM THE WEST LINE OF "RHODE ISLAND ESTATES SITE CONDOMINIUM SUBDIVISION PLAN NO. 1687", RECORDED IN LIBER 34506, PAGE 370, OAKLAND COUNTY RECORDS.

THIS PROPERTY LIES WITHIN AN AREA DESIGNATED AS ZONE C (AREA OF MINIMAL FLOODING) AS DEPICTED BY THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 250180 0004 E, DATED SEPTEMBER 16, 1988, PROVIDED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

EASEMENT NOTE

A TEMPORARY CONSTRUCTION RIGHT OF WAY EASEMENT DESCRIBED AS "THE SOUTH 10 FEET OF LOT 20, "BIG BEAVER POULTRY FARMS" RECORDED IN LIBER 6190, PAGE 589, OAKLAND COUNTY RECORDS, HAS EXPIRED (DECEMBER 31, 1974)

72 HOURS OF WORKING TIME BEFORE YOU DIG CITY OF TROY, OAKLAND COUNTY, MICHIGAN. PHONE: (313) 483-7171. FAX: (313) 483-7171.

REVISIONS:

DATE: _____

REVISIONS:

1

PROJECT NO. 06-640
DATE 10-23-06
CLIENT BIG BEAVER PLACE
CONSTRUCTION
SCALE 1" = 30'
DRAWN BY J.A.E.
CHECKED BY R.L.H.

BOUNDARY AND TOPOGRAPHIC SURVEY

FAZAL KHAN & ASSOCIATES, INC.
CIVIL ENGINEERS & LAND SURVEYORS
43345 SCHOENHERR ROAD
STERLING HEIGHTS, MI 48313
PHONE: (313) 739-8007 FAX: (313) 739-6994

BIG BEAVER PLACE PRELIMINARY P.U.D. PLAN

PART OF THE SOUTHWEST 1/4 OF SECTION 24, CITY OF TROY, OAKLAND COUNTY, MICHIGAN

10-23-06 RLH
06-640 LOTS 15-16-17-18-19-20 BIG BEAVER POULTRY FARMS
BIG BEAVER PLACE BOUNDARY

DESCRIPTION OF PROPERTY (FROM RECORD)

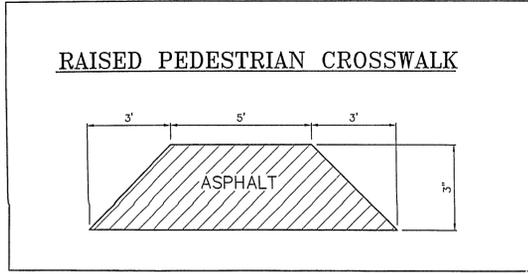
LOTS 15-16-17-18-19-20, "BIG BEAVER POULTRY FARMS", PART OF THE SW1/4 OF SECTION 24, T2N, R11E, CITY OF TROY, OAKLAND COUNTY, MICHIGAN, RECORDED IN LIBER 23 OF PLATS, PAGE 14, OAKLAND COUNTY RECORDS, EXCEPT THE SOUTH 69 FEET TAKEN FOR BIG BEAVER ROAD.

SUBJECT TO RESTRICTIONS, RESERVATIONS AND EASEMENTS, IF ANY.

ALSO KNOWN AS SIDWELL NO. 20-24-352-041, 20-24-352-028, 20-24-352-027, 20-24-352-026, 20-24-352-025 AND 20-24-352-024.

BEARING DATA ORIGINATES FROM THE WEST LINE OF "RHODE ISLAND ESTATES SITE CONDOMINIUM SUBDIVISION PLAN NO. 1687", RECORDED IN LIBER 34506, PAGE 370, OAKLAND COUNTY RECORDS.

THIS PROPERTY LIES WITHIN AN AREA DESIGNATED AS ZONE C (AREA OF MINIMAL FLOODING) AS DEPICTED BY THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 260180 0004 E, DATED SEPTEMBER 16, 1998, PROVIDED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

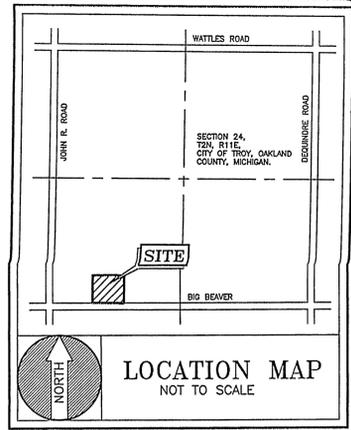


BENCHMARKS:

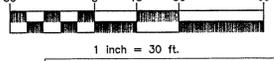
BM. #1) ARROW ON HYDRANT LOCATED ON THE N. SIDE OF BIG BEAVER IN ISLAND AT ENTRANCE TO PARKING LOT AT BUILDING #2095
ELEV.= 644.14 (SHOWN CITY BENCHMARK)

BM. #2) N. RIM STORM MH N. SIDE OF BIG BEAVER 75' W OF HOUSE #2135
ELEV.= 641.33 (SHOWN CITY BENCHMARK)

BM. #3) ARROW ON HYDRANT LOCATED ON THE N. SIDE OF BIG BEAVER 100' E. OF HOUSE #2135
ELEV.= 642.27 (SHOWN CITY BENCHMARK)



GRAPHIC SCALE



SITE DATA:
EXISTING ZONING = R-1D (SINGLE FAMILY RESIDENTIAL)
PROPOSED USE = P.U.D. (PLANNED UNIT DEVELOPMENT)
EXISTING SITE AREA = 4.77 ACRES

PROJECT TO BE CONSTRUCTED IN ONE PHASE

RESIDENTIAL LAND USE:
PROPOSED 23 UNITS

COMMERCIAL LAND USE:
16,000 SQ.FT. RETAIL
3,500 SQ.FT. COFFEE SHOP / DELI
19,500 SQ.FT.

OPEN SPACE:
NET SITE AREA = 4.77 ACRES
TOTAL OPEN SPACE PROVIDED = 1.77 ACRES
= 37 % OF SITE AREA

OPEN SPACE NOT INCLUDING STORMWATER MANAGEMENT
= 1.20 ACRES
= 25 % OF SITE AREA

HOURS OF OPERATION:

COFFEE SHOP: 5 AM - 11 PM
DELI: 10 AM - 9 PM
RETAIL: 9 AM - 10 PM
RESIDENTIAL: 24 HOURS

SITE DATA:
EXISTING SITE AREA = 4.77 ACRES
PROPOSED DEVELOPMENT

	SPACES REQUIRED
PARKING CALCULATION:	
TOWNHOMES (23 UNITS)	46
2 SPACES / UNIT	12
(+ GUEST PARKING)	
RETAIL 16,000 S.F.	
1 SPACE / 200 S.F. GROSS	80
COFFEE SHOP / DELI 3,500 S.F.	
(20 SEATS) / (30 SEATS)	
1 SPACE / 2 PERSONS WITHIN SEATING CAPACITY	
(25 SPACES) +	30
1/ EMPLOYEE FOR EACH 10 SEATS (5 SPACES)	168

PARKING PROVIDED = 117 SPACES PLUS 46 SPACES WITHIN TOWNHOUSE UNITS = 163 SPACES (INCLUDING 6 BARRIER-FREE SPACES) (6 BARRIER-FREE SPACES REQUIRED)

TOTAL RETAIL AREA: 19,500 S.F.
LOADING SPACES REQUIRED: 1 (10X50)

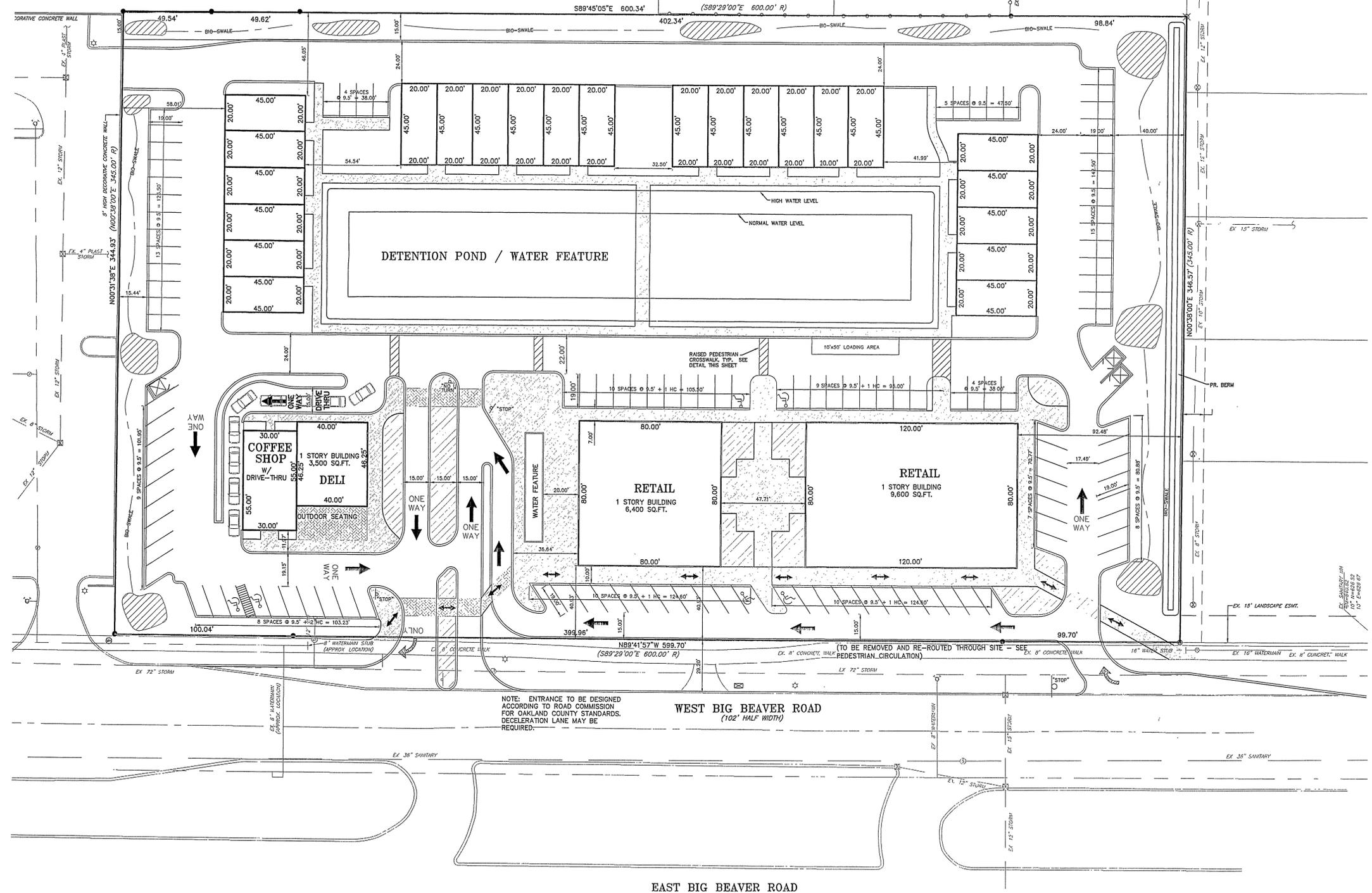
LEGEND

⊙ IRON FOUND	⊗ IRON SET
⊙ MONUMENT FOUND	⊗ SEC. CORNER
⊙ MONUMENT SET	
— WATERMAIN	— SANITARY SEWER
— STORM SEWER	— FENCE-LINE
— OVERHEAD WRES	— CONTOUR
— TREE / BRUSH LINE	— UTILITY POLE
— ROAD INLET	— SIGN
— ROAD CATCH BASIN	— MAILBOX
— REAR-YARD INLET	— TREES
— REAR-YARD C.B.	— TRANSFORMER
— END-SECTION	— TELEPHONE MANHOLE
— CABLE TV BOX	

EXISTING	PROPOSED
ASPHALT PAVEMENT	ASPHALT PAVEMENT
CONCRETE PAVEMENT	CONCRETE PAVEMENT
GRAVEL	GRAVEL

PR. LANDSCAPE / HARDSCAPE AREA - REFER TO LANDSCAPE PLANS

BIG BEAVER PEDESTRIAN CIRCULATION



NOTE: ENTRANCE TO BE DESIGNED ACCORDING TO ROAD COMMISSION FOR OAKLAND COUNTY STANDARDS. DECELERATION LANE MAY BE REQUIRED.

WEST BIG BEAVER ROAD
(102' HALF WIDTH)

EAST BIG BEAVER ROAD

NOTES:

- PROJECT TO BE DEVELOPED IN ONE PHASE.
- PROPOSED SIGNAGE TO BE CONSISTENT WITH THE ORDINANCE REQUIREMENTS FOR THE "B" (BUSINESS) DISTRICT.



DATE	REVISIONS
11-12-07	REV. PER DEPT. REVIEW
01-23-07	REV. PER DEPT. REVIEW & PLANNING COM. CMT.

BIG BEAVER PLACE
PART OF THE SOUTHWEST 1/4 OF SECTION 24, CITY OF TROY, OAKLAND COUNTY, MICHIGAN

FAZAL KHAN & ASSOCIATES, INC.
CIVIL ENGINEERS & LAND SURVEYORS
43345 SCHOENBERG STERLING HEIGHTS, MI 48313
PHONE (586) 739-8007 FAX (586) 739-8994

PRELIMINARY P.U.D. SITE PLAN

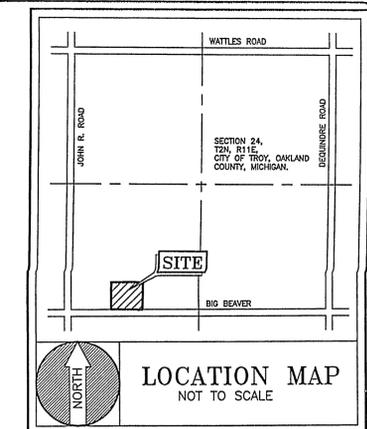
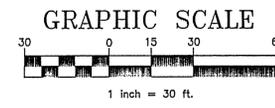
PROJECT NO. 06-640	FIELD BOOK
DATE 03-09-07	CHECKED BY S.K.C.
CLIENT BIG BEAVER PLACE, LLC	DRAWN BY C.F.I.
SCALE 1" = 30'	

SHEET NO. 2

BIG BEAVER PLACE
PART OF THE SOUTHWEST 1/4 OF SECTION 24, CITY OF TROY,
OAKLAND COUNTY, MICHIGAN

BENCHMARKS:

BM. #1) ARROW ON HYDRANT LOCATED ON THE N. SIDE OF BIG BEAVER IN ISLAND AT ENTRANCE TO PARKING LOT AT BUILDING #2095 ELEV.= 644.14 (SHOWN CITY BENCHMARK)
BM. #2) N. RIM STORM MH N. SIDE OF BIG BEAVER 75' W OF HOUSE #2135 ELEV.= 641.33 (SHOWN CITY BENCHMARK)
BM. #3) ARROW ON HYDRANT LOCATED ON THE N. SIDE OF BIG BEAVER 100' E. OF HOUSE #2135 ELEV.=642.27 (SHOWN CITY BENCHMARK)



LEGEND

● IRON FOUND	⊗ IRON SET
⊙ MONUMENT FOUND	⊙ SEC. CORNER
⊙ MONUMENT SET	
— WATERMAIN	— SANITARY SEWER
— STORM SEWER	— FENCE-LINE
— OVERHEAD WIRES	— CONTOUR
— TREE / BRUSH LINE	— UTILITY POLE
— ROAD INLET	— SIGN
— ROAD CATCH BASIN	— MAILBOX
— REAR-YARD INLET	— TREES
— REAR-YARD C.B.	— TRANSFORMER
— END-SECTION	— TELEPHONE MANHOLE
— CABLE TV BOX	

EXISTING ASPHALT PAVEMENT	PROPOSED ASPHALT PAVEMENT
EXISTING CONCRETE PAVEMENT	PROPOSED CONCRETE PAVEMENT
EXISTING GRAVEL	PROPOSED GRAVEL

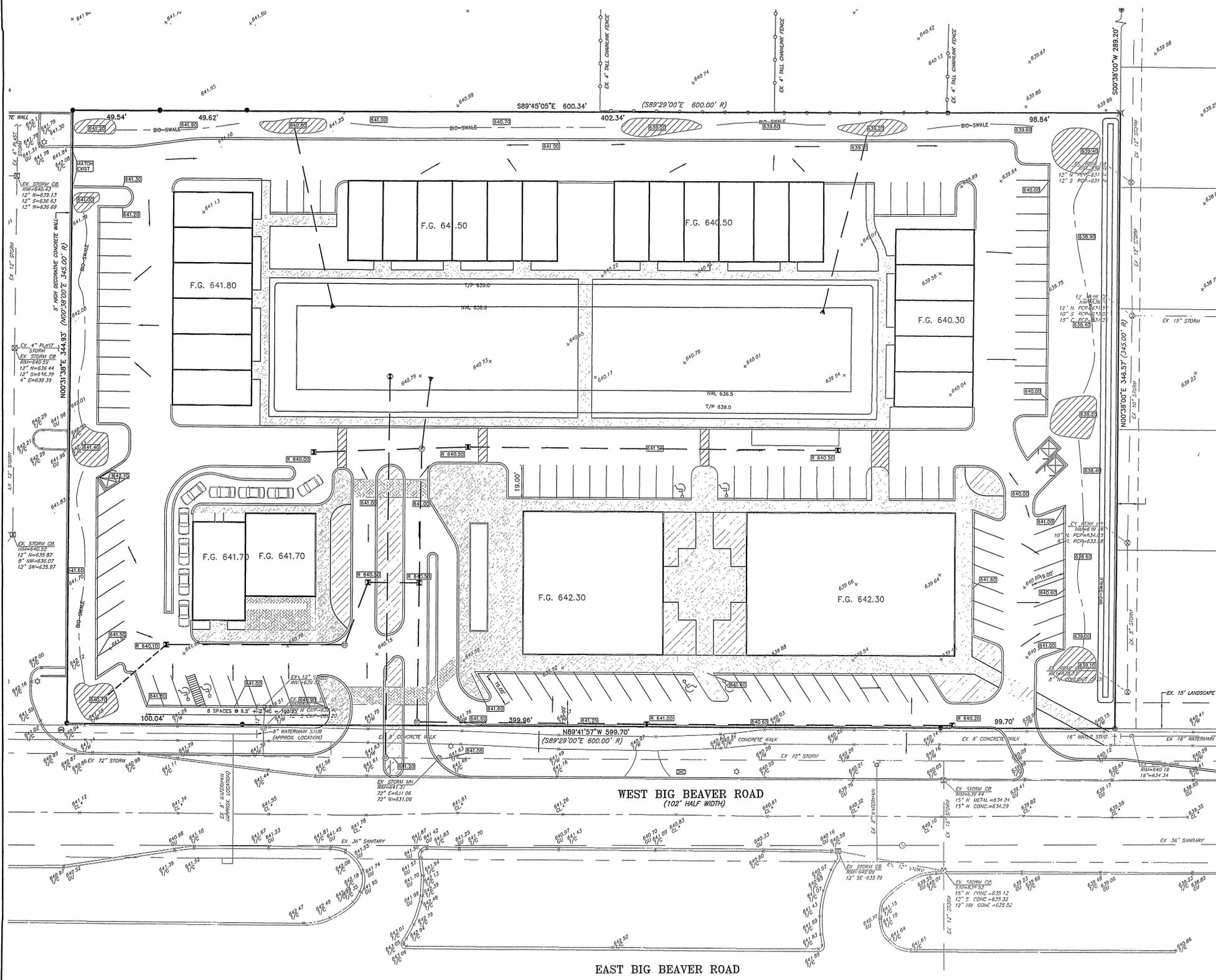
DETENTION CALCULATIONS

Project	Big Beaver Place
Location	City of Troy, Oakland County, Michigan
Project No.	05-640
Contributing Area (A)	4.77 acres
Allowable Discharge (Qd)	0.08 cfs
Coefficient of Runoff (C)	0.70
Calculation of Required Discharge/acre	
Qo = (C)(A)(Qd)	0.28 cfs/acre imperv
T = 25 + [(10)(3)(Qd)(C)]	164.58 min
Storage Volume Required:	
Vs = (16500)(T)(A)(C)	12442.23 cubic ft. Imperv
Vt = (C)(A)(Qd)	41548 cubic feet
Storage Volume Provided:	43204 cubic feet
Outflow Calculation for Orifice	
H = Head, defined as the Distance from the Water Surface to the Centerline of the Pipe	2.50 feet
Q = (2)(144)(0.62)(2)(H) ^{1.5}	17.452 sq. ft.
diameter (14)(PI)0.5	4.7 m

STORMWATER MANAGEMENT SUMMARY:

A PORTION OF THE ON-SITE STORM WATER WILL BE COLLECTED IN BIO-SWALES WHICH WILL PROVIDE INITIAL FILTRATION OF THE IMPURITIES PRIOR TO REACHING THE DETENTION POND. BIO-SWALES ARE SHALLOW DEPRESSIONS PLANTED WITH SPECIES TO SLOW VELOCITY OF STORM WATER ENOUGH TO ALLOW INFILTRATION TO GROUNDWATER, RATHER THAN TO THE STORM SEWER SYSTEM. (SEE LANDSCAPE PLANS FOR BIO-SWALE SECTION AND DETAIL)

WHERE IT IS INFEASIBLE TO PLACE BIO-SWALES ON SITE, AN UNDERGROUND STORM SEWER COLLECTION SYSTEM IS INTENDED TO TRANSPORT STORM WATER TO THE DETENTION / SEDIMENTATION POND, WHERE IT IS DETAINED FOR A 100-YEAR DESIGN STORM AND RELEASED AT A PRE-DEVELOPMENT RATE TO THE ENCLOSED PORTION OF THE HENRY GRAHAM DRAIN, LOCATED ON THE NORTH SIDE OF BIG BEAVER ROAD.



FAZAL KHAN & ASSOCIATES, INC.
CIVIL ENGINEERS & LAND SURVEYORS
43345 SCHOMBERG STERLING HEIGHTS, MI 48313
PHONE (586) 739-8007 FAX (586) 739-8994

PRELIMINARY GRADING & STORMWATER MANAGEMENT PLAN

PROJECT NO.	05-640	FIELD BOOK	
CLIENT	BIG BEAVER PLACE, LLC	DATE	03-09-07
SCALE	1" = 30'	DRAWN BY	C.P.T.
CHECKED BY	S.K.C.	AC-BUILT	

SHEET NO. **3**

landscaping requirements

FRONTAGE LANDSCAPING REQUIRED:
Big Beaver Road
1 TREE PER 30 LINEAR FEET
OF ROAD FRONTAGE (Big Beaver Rd)
± 600 FEET / 30 = 20 TREES

LANDSCAPING PROVIDED:
23 TREES

landscaping notes

Final location of all plant material and plant beds shall be approved in the field by the Owner or Architect.

All plant material (unless otherwise described) shall be planted in four (4) parts topsoil to one (1) part peat moss planting mix.

All ground cover beds shall be excavated 6" below proposed grade and replaced with 6" layer of one (1) part topsoil in one (1) part peat moss planting mix.

All plant beds shall be mulched with 4" minimum layer of shredded bark mulch except ground cover areas which shall be mulched with 2" layer of shredded bark. All areas to receive shredded bark mulch shall be treated with an approved pre-emergent weed killer to be applied as per manufacturers specifications.

All edging shall be metal edging; install flush with top of mulch and/or lawn areas as specified.

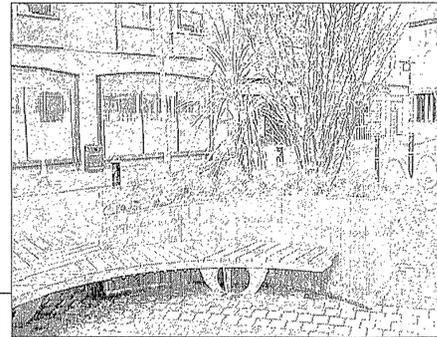
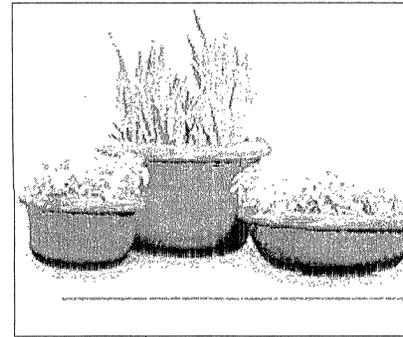
All quantities listed on plans are figured as accurately as possible. It remains the Contractors responsibility to verify and provide quantities to complete the job as indicated on the drawings.

Irrigation System shall be installed in all areas noted as lawn, ground cover and planting bed areas.

Tree Symbol Legend

TBD:	Qty:
Canopy, Deciduous to be determined	32
Canopy, Deciduous to be determined	18
Canopy, Deciduous to be determined	19
Ornamental/Flowering, Dec. to be determined	18
Columnar/Flowering, Deciduous to be determined	8
Evergreen, Tree to be determined	20
Evergreen, Tree to be determined	27
Columnar, Deciduous to be determined	48

Notes
1. Refer to engineering drawings for information on site signage, parking requirements and general site layout requirements.

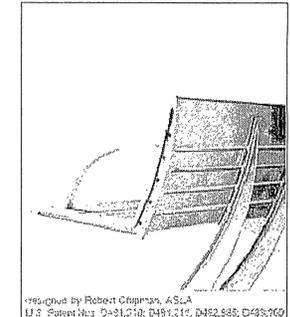
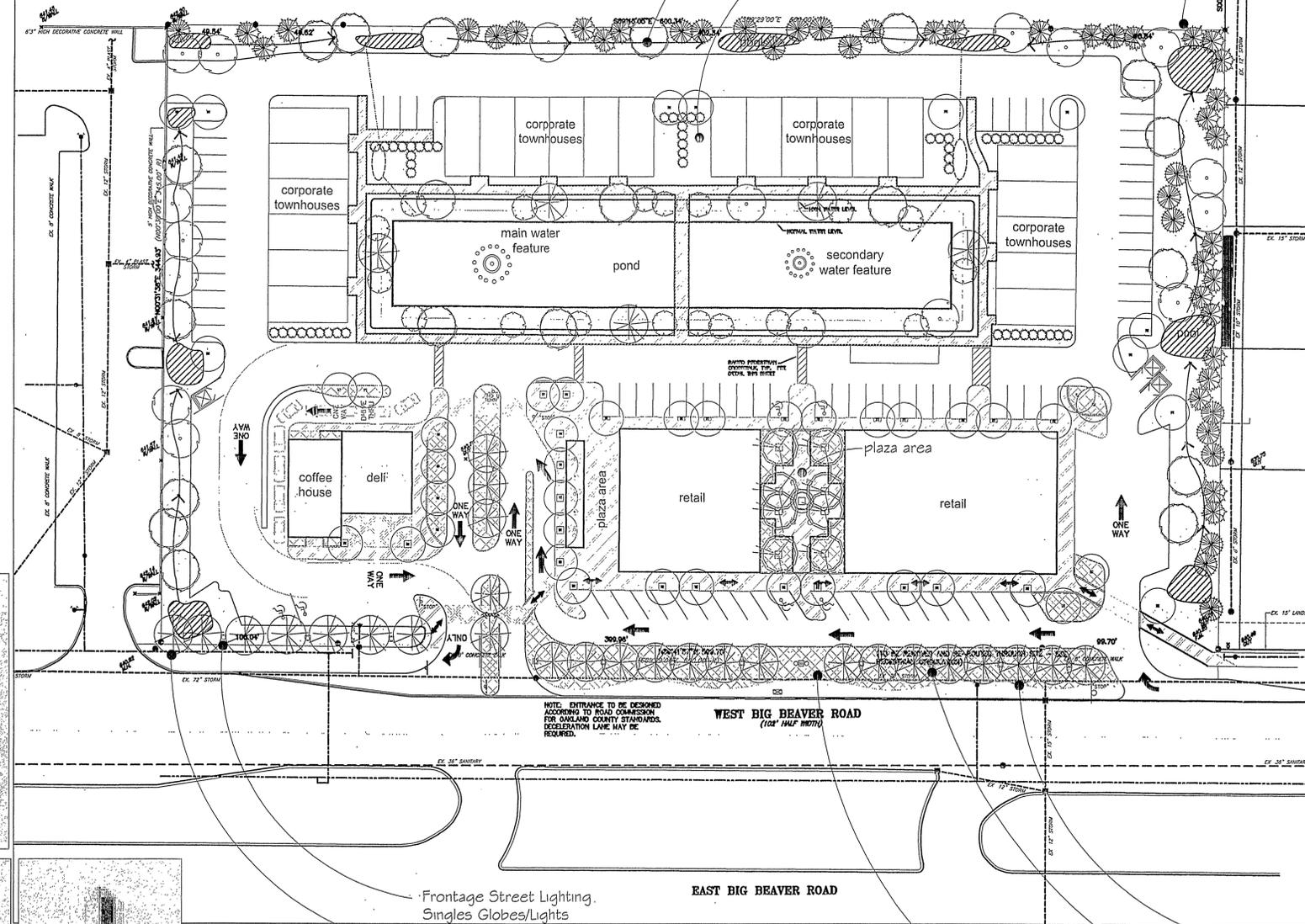


colorful planters

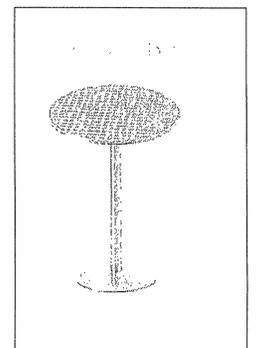
Bio-Swales with intermittent pools; planted with native shrubs, grasses, forbs, sedges and trees

Buffer Area consisting of bio-swale shrubs, grasses, forbs, evergreen & deciduous trees

Manicured lawn areas with accent plantings beds and individual condominium landscaping consisting of annuals, perennials, shrubs, bulbs, brick pavers, concrete, etc.

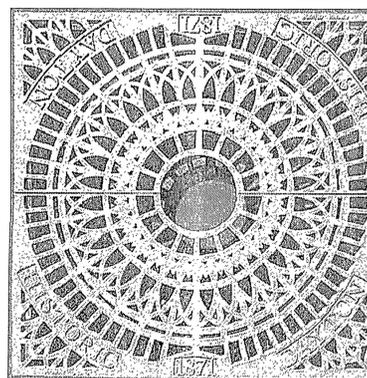
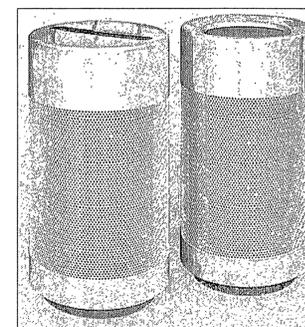


benches



cafe tables

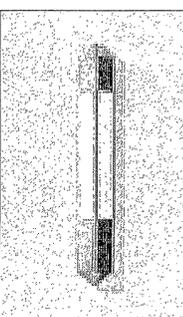
trash receptacles



tree grates



bollard



wall lights

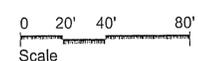
Frontage Street Lighting
Single Globes/Lights

Frontage Street Trees
8 total

Frontage Street Trees
15 total

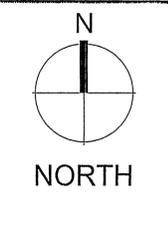
Frontage Street Lighting
Single Globes &
(1) Double Globe

Detailed landscapè areas
consisting of groundcovers,
perennials & annuals



Note: This Plan is solely for review of regulatory agencies, and as such, does not provide sufficient detail for construction.

King & MacGregor
Environmental, Inc.
200 Arroyo Park Blvd., Suite 200
San Diego, CA 92108
Phone: (619) 498-8556
Fax: (619) 498-9902



Preliminary PUD Plan for:
Big Beaver Place
Oakland County, Michigan

City of Troy

DATE:	ISSUED FOR:
2/23/07	Preliminary PUD
3/02/07	Preliminary PUD
4/10/07	Prelim PUD-REV
5/23/07	Prelim PUD-REV

P.I.C.	DJS
P.M.	TLP
DESIGN	TLP
TECH.	TLP
CHECKED	DJS

PROJECT NUMBER
07060

SHEET NAME
Landscape & Planting Plan

SHEET NUMBER
P-1
1 of 1

Plant List Selection - Preliminary

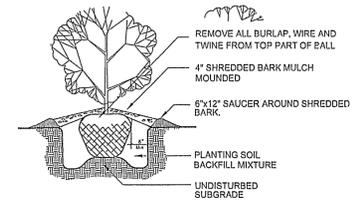
Qty	Botanical / Common Name	Size	Condition
Canopy Trees			
tbd	<i>Acer platanoides</i> 'Columnaris' Columnar Norway Maple	tbd	tbd
tbd	<i>Acer saccharum</i> 'Legacy' Legacy Sugar Maple	tbd	tbd
tbd	<i>Ginkgo biloba</i> Ginkgo	tbd	tbd
tbd	<i>Gleditsia l. l.</i> 'Sunburst' Sunburst Thornless Honey Locust	tbd	tbd
tbd	<i>Tilia cordata</i> 'Greenspire' Greenspire Linden	tbd	tbd
tbd	<i>Liriodendron tulipifera</i> Tulip Tree	tbd	tbd
tbd	<i>Tilia tomentosa</i> 'Sterling' Sterling Silver Linden	tbd	tbd
tbd	<i>Liquidambar styraciflua</i> 'Goduzam' Goduzam Sweet Gum	tbd	tbd
tbd	<i>Zelkova serrata</i> 'Green Vase' Zelkova	tbd	tbd
tbd	<i>Betula nigra</i> 'Little King' Little King River Birch	tbd	tbd
Ornamental/ Understory Tree ~ Approximately 00 Trees			
tbd	<i>Cornus florida</i> Flowering Dogwood	tbd	tbd
tbd	<i>Cornus mas</i> Cornelian Cherry Dogwood	tbd	tbd
tbd	<i>Malus spp.</i> Crabapple	tbd	tbd
tbd	<i>Cornus kousa</i> Kousa Dogwood	tbd	tbd
Evergreens			
tbd	<i>Abies concolor</i> White Fir	tbd	tbd
tbd	<i>Picea pungens</i> Colorado Spruce	tbd	tbd
tbd	<i>Pinus strobus</i> White Pine	tbd	tbd
tbd	<i>Thuja occidentalis</i> 'Nigra' American Dark Green Arborvitae	tbd	tbd

SWALE SEED MIX: 0.00 Acres

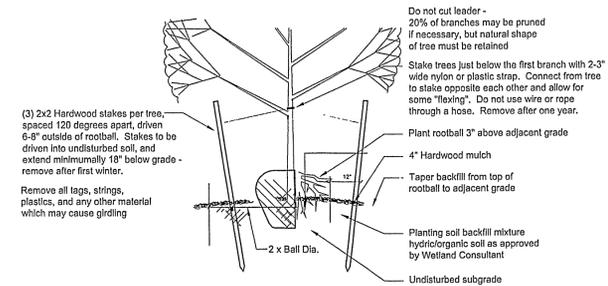
Common Name	Species	oz./AC
Grasses/Sedges/Rushes		
<i>Andropogon gerardii</i>	Big Bluestem	6.00
<i>Carex comosa</i>	Bristly Sedge	2.00
<i>Carex hystericinia</i>	Porcupine Sedge	2.50
<i>Carex vulpinoidea</i>	Brown Fox Sedge	3.00
<i>Elymus virginicus</i>	Virginia Wild Rye	14.00
<i>Glyceria striata</i>	Fowl Manna Grass	1.00
<i>Panicum virgatum</i>	Prairie Switch Grass	2.00
<i>Scirpus atrovirens</i>	Dark Green Rush	1.00
<i>Scirpus cyperinus</i>	Woolgrass	0.50
<i>Spartina pectinata</i>	Prairie Cord Grass	6.00
Total		38.00

Forbs		
<i>Alisma plantago-aquatica</i>	Water Plantain	0.50
<i>Asclepias incarnata</i>	Swamp Milkweed	2.00
<i>Aster novae-angliae</i>	New England Aster	0.50
<i>Coreopsis tripteris</i>	Tall Coreopsis	0.50
<i>Eupatorium maculatum</i>	Spotted Joe Pye Weed	0.25
<i>Iris virginica</i>	Blue Flag Iris	3.00
<i>Liatris spicata</i>	Marsh Blazing Star	2.00
<i>Lobelia cardinalis</i>	Cardinal Flower	0.25
<i>Lobelia siphilitica</i>	Great Blue Lobelia	0.50
<i>Sagittaria latifolia</i>	Common Arrowhead	1.50
<i>Solidago rugosa</i>	Rough Goldenrod	0.50
<i>Verbena hastata</i>	Blue Vervain	1.50
<i>Zizia aurea</i>	Golden Alexanders	1.25
Total		14.25

Cover Crop		
<i>Avena sativa</i>	Seed Oats	360
<i>Lolium multiflorum</i>	Annual Rye	28
Total		388



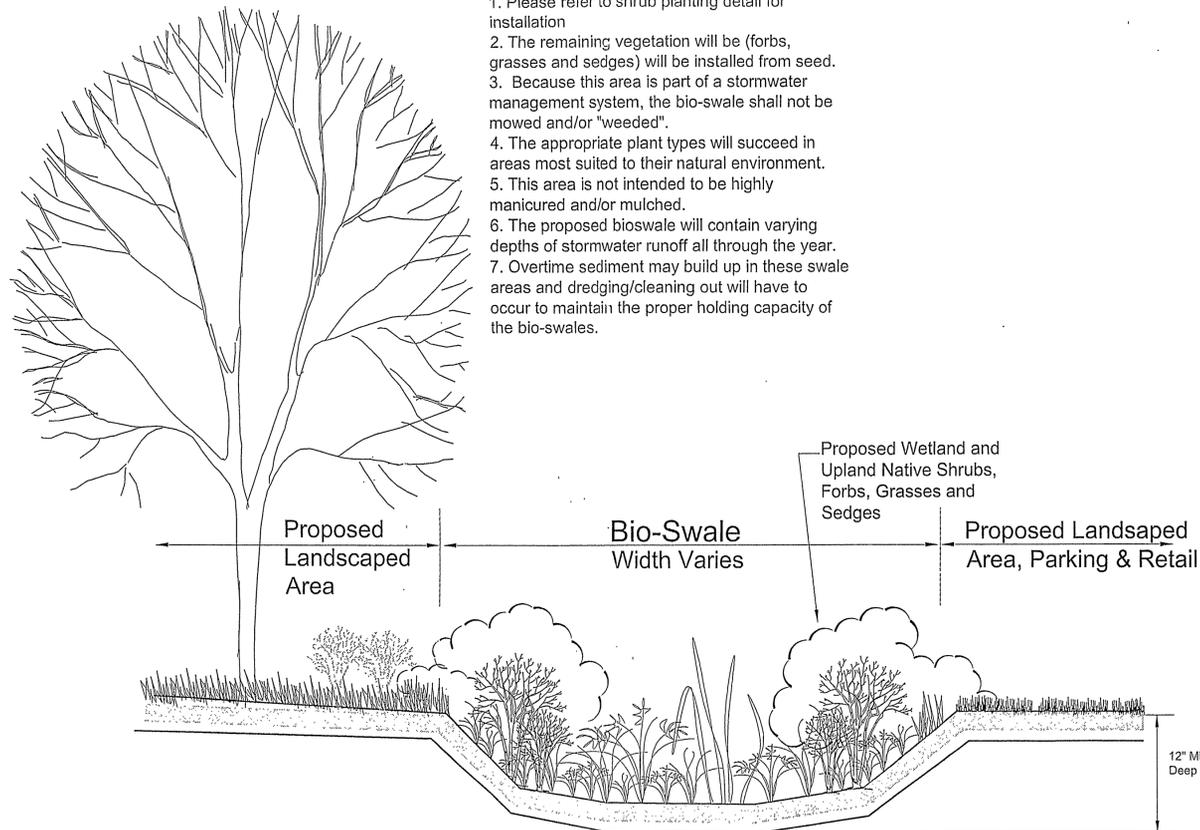
2 Shrub Planting - Cont. or B&B
SCALE: NOT TO SCALE



3 Tree Planting ~ Cont. or B&B
SCALE: NOT TO SCALE

Planting & Maintenance Note:

1. Please refer to shrub planting detail for installation
2. The remaining vegetation will be (forbs, grasses and sedges) will be installed from seed.
3. Because this area is part of a stormwater management system, the bio-swale shall not be mowed and/or "weeded".
4. The appropriate plant types will succeed in areas most suited to their natural environment.
5. This area is not intended to be highly manicured and/or mulched.
6. The proposed bioswale will contain varying depths of stormwater runoff all through the year.
7. Overtime sediment may build up in these swale areas and dredging/cleaning out will have to occur to maintain the proper holding capacity of the bio-swales.

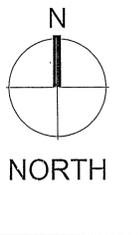


Conceptual Bio-Swale and Berm Section
NOT TO SCALE



Note: This Plan is solely for review of regulatory agencies, and as such, does not provide sufficient detail for construction.

King & MacGregor Environmental, Inc.
200 Maple Park Blvd., Suite 208
Farmington Hills, Michigan 48331
Phone: (585) 498-9595
Fax: (585) 498-9902

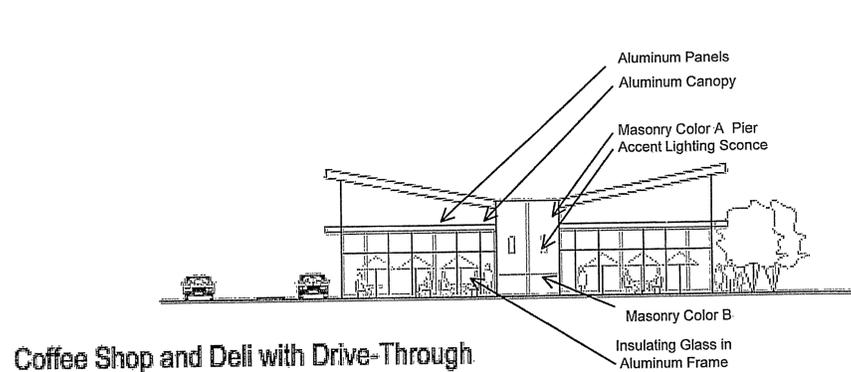


Preliminary PUD Plan for:
Big Beaver Place
City of Troy
Oakland County, Michigan

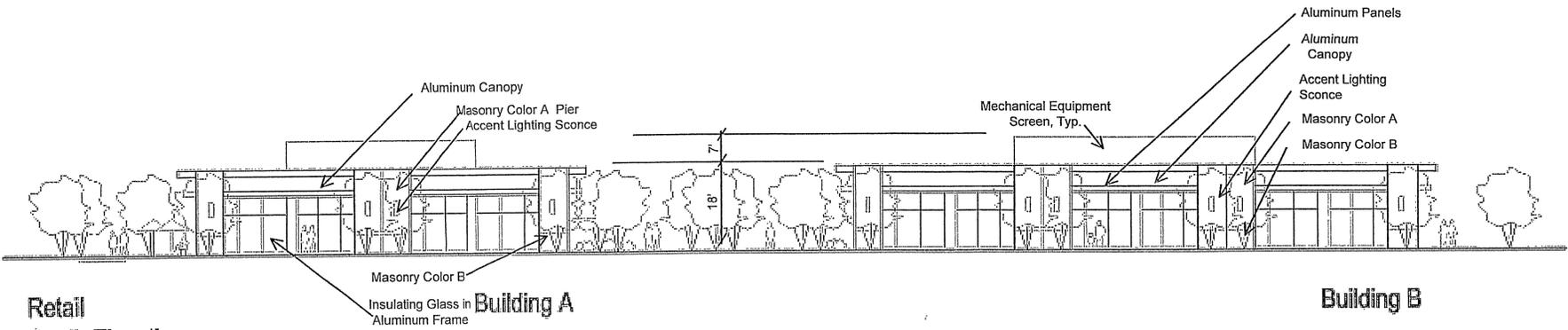
DATE:	ISSUED FOR:
2/23/07	Preliminary PUD
3/2/07	Preliminary PUD
4/10/07	Prelim PUD-REV
5/23/07	Prelim PUD-REV

P.I.C.	DJS
P.A.M.	TLP
DESIGN	TLP
TECH.	TLP
CHECKED	DJS

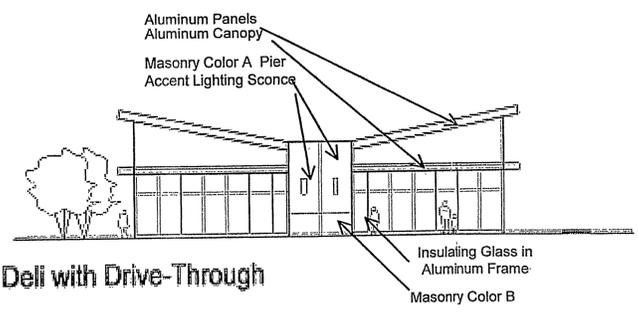
PROJECT NUMBER	07060
SHEET NAME	Details
SHEET NUMBER	P-3
	3 of 3



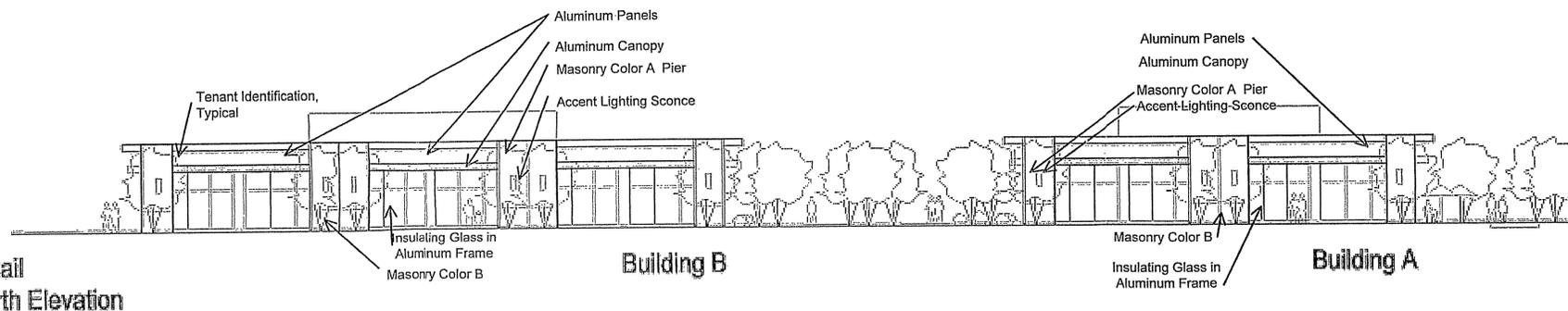
Coffee Shop and Deli with Drive-Through South Elevation
SCALE: 1/8" = 1'-0"



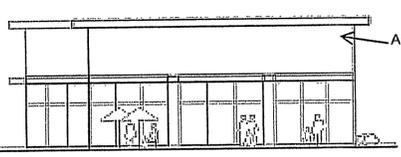
Retail South Elevation
SCALE: 1/8" = 1'-0"



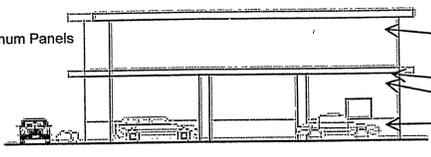
Coffee Shop and Deli with Drive-Through North Elevation
SCALE: 1/8" = 1'-0"



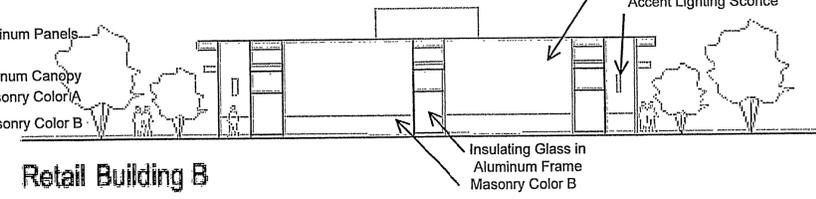
Retail North Elevation
SCALE: 1/8" = 1'-0"



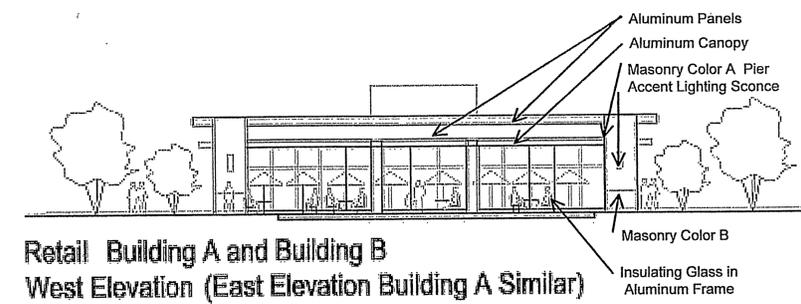
Coffee Shop and Deli with Drive-Through East Elevation
SCALE: 1/8" = 1'-0"



Coffee Shop and Deli with Drive-Through West Elevation
SCALE: 1/8" = 1'-0"



Retail Building B East Elevation
SCALE: 1/8" = 1'-0"



Retail Building A and Building B West Elevation (East Elevation Building A Similar)
SCALE: 1/8" = 1'-0"

ARCHITECTURE
Landry + Newman
collaboration in design
211 North Old Westland
Brentwood, Mich. 48009
Telephone 248.599.4377
Facsimile 248.592.5579

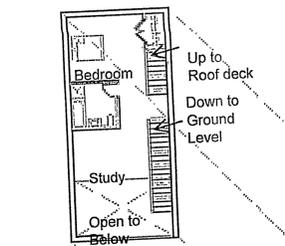
Big Beaver Place
Troy, Michigan

CONCEPTUAL FLOOR PLANS

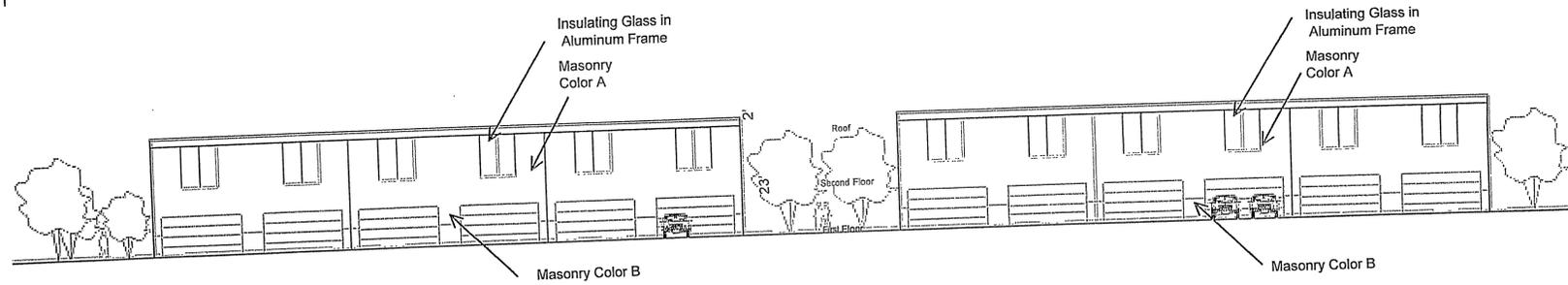
DESIGNED BY	DATE
Progress	2.23.07
PUD	3.02.07
	5.23.07

Project No.
0608

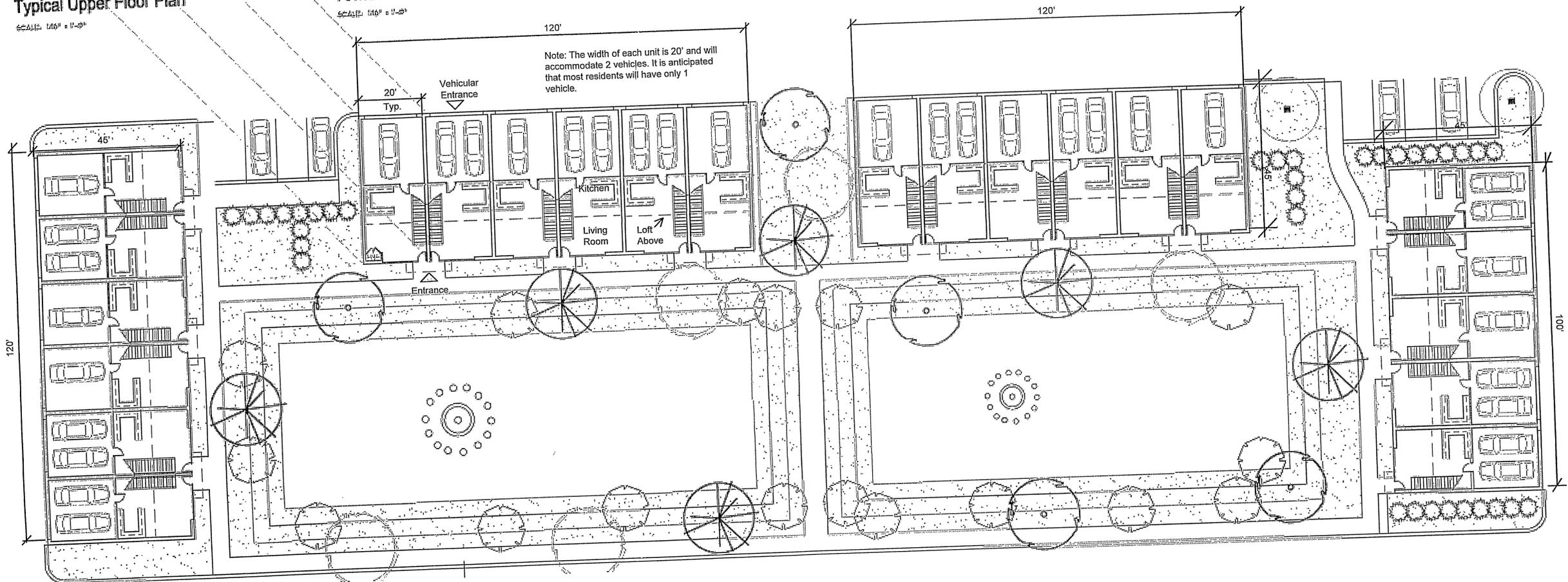
Sheet No.
A-101



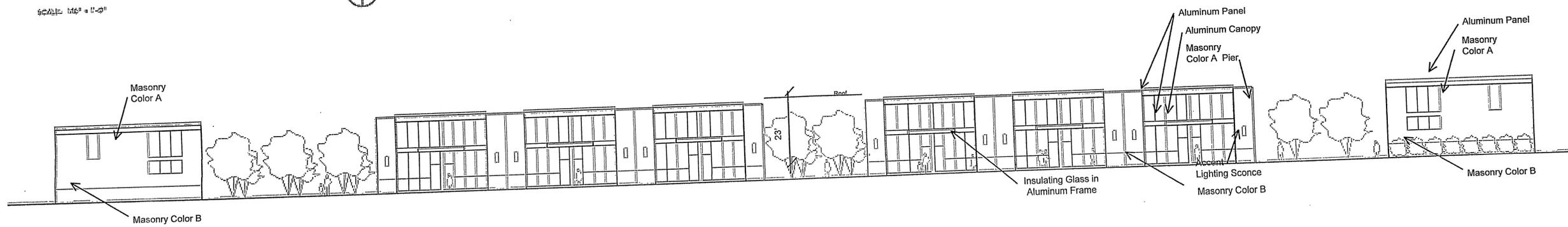
Typical Upper Floor Plan
SCALE: 1/8" = 1'-0"



Townhome - Rear View
SCALE: 1/8" = 1'-0"



Townhome Floor Plans - Ground Level
SCALE: 1/8" = 1'-0"



South Elevation - Townhomes
SCALE: 1/8" = 1'-0"

ARCHITECTURE
in design
Landry + Newman
collaboration
201 North Clark Street
Ann Arbor, MI 48106
Phone: 248.573.6577
Mobile: 248.593.5179

Big Beaver Place
Troy, Michigan

CONCEPTUAL
FLOOR PLANS
AND
ELEVATIONS

Progress 2.23.07
RUP 3.02.07
5.23.07
5-23-07

Project No.
0608

Sheet No.
A-102

RECEIVED
NOV 01 2007
Ruth Johnson, Register of Deeds
Oakland County, MI

COPY

245521
LIBER 39785 PAGE 864
\$82.00 MISC RECORDING
\$4.00 RECORRENTATION
11/27/2007 10:12:00 A.M. RECEIPT# 119396
PAID RECORDED - OAKLAND COUNTY
RUTH JOHNSON, CLERK/REGISTER OF DEEDS

RECEIVED
NOV 28 2007
Ruth Johnson, Register of Deeds
Oakland County, MI

BIG BEAVER PLACE

STATE OF MICHIGAN / COUNTY OF OAKLAND

CITY OF TROY

DEVELOPMENT AGREEMENT

FOR

“BIG BEAVER PLACE”

PLANNED UNIT DEVELOPMENT

This Development Agreement (“Agreement”), dated September 10, 2007, is entered into by and between **BIG BEAVER PLACE, LLC**, a Michigan limited liability company, the address of which is 48593 Hayes Road, Shelby Township, Michigan 48315, referred to herein as the “Developer”, and the **CITY OF TROY**, a Michigan municipal corporation, having its principal offices at 500 West Big Beaver Road, Troy, Michigan 48084 (“City”).

RECITALS:

A. Developer is the owner of certain real property located in the City of Troy, Oakland County, Michigan, consisting of 6 parcels and containing approximately 4.77 acres, as more particularly described on **Exhibit “A”** attached hereto (the “Property”).

B. Developer shall follow all required steps, per City Ordinance, Article VI, to effect a description change combining all parcels into one (1) parcel. The City agrees to process the description change, and request a new Parcel identification Number from Oakland County when all Ordinance requirements are met.

C. Developer has petitioned for an amendment to the City's Zoning Ordinance granting a rezoning of the Property to Planned Unit Development ("PUD"), the Development to be known as "Big Beaver Place", sometimes also referred to herein as the "Development" or the "Planned Unit Development". Developer has received Conceptual Development Plan Agreement approval from City Council for the rezoning of the Property to PUD as required by Article XXXV of the City's Zoning Ordinance, and approval of a Conceptual P.U.D. Site Plan, a copy of which is hereto attached as Exhibit B.

D. In connection with the grant of rezoning of the Property to PUD, Section 35.50.00 of the City's Zoning Ordinance requires the submissions of a Planned Unit Development Agreement which incorporates conceptual site plans, conceptual landscaping plans and other documents enumerated as PUD Documents, as defined below and which requires the approval of those documents by City Council as part of the grant of rezoning of the Property to PUD. As part of Conceptual Development Plan approval, Developer has offered and agreed to proceed with the undertakings described in the PUD Documents which Developer and the City agree were necessary and roughly proportional to the burden imposed in order to (i) ensure that the public services and facilities affected by the Development will be capable of accommodating increased services and facility loads caused by the Development, (ii) protect the natural environment and conserve natural resources, (iii) ensure compatibility with adjacent uses of land, (iv) promote use of the Property in a socially and economically desirable manner and (v) achieve other legitimate objectives authorized under the Michigan Zoning Enabling Act, MCL 125.3101, *et. seq.* and Chapter 39, Article XXXV of the City of Troy Zoning Ordinance.

E. For the purpose of confirming the rights, obligations and restrictions in connection with the development to be undertaken on the Property, once City Council has enacted an Amendment to the Zoning Ordinance rezoning the Property to the Planned Unit Development and approved this Agreement, conceptual site plans, conceptual landscaping plans and the other PUD Documents, the effective date of the rezoning and this Agreement shall be the date on which City Council approves this Agreement. After the agreement granting rezoning is effective, the Planning Director shall take what actions are necessary to correct the Zoning Map to show the rezoning of the property this Agreement shall be binding upon the City, the Developer, the owners of any portion of the Property including condominium units, if applicable; and tenants within the Development; and all the association(s) established, and all successors and assigns and shall run with the land.

F. The Developer reserves the right to convert all or portions of the Property as a condominium development at any time in its discretion.

NOW, THEREFORE, as an integral part of the grant of the rezoning of the Property to "Big Beaver Place" Planned Unit Development, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I

GENERAL TERMS

1.1 This Agreement including all PUD Documents, whether conceptual, preliminary or final, shall run with the land. Reference in this Agreement or any PUD Documents to "Developer" shall include Developer's successors and assigns. Any reference to owners, property owners, or Associations or Condominiums shall include their successors and assigns. It is the intent of the City and Developer to put all future owners of the Property or parties in interest on notice of the rights, obligations and restrictions contained herein by recording this Agreement with the Oakland County Register of Deeds. Any termination of an ownership interest shall not nullify or void this Agreement. The terms and conditions of this Agreement shall be considered "Deed Restrictions" binding upon all Developers and any successors or assigns of the Property.

1.2 The Project shall be developed and improved in accordance with the following, which shall be referred to herein as the "PUD Documents":

- A. Chapter 39, ARTICLE XXXV of the City's Zoning Ordinance, and amendments, if any.
- B. This PUD Agreement.
- C. The revised Conceptual P.U.D. Application date stamped "Received" by the City of Troy Planning Department on December 21, 2006.
- D. The following full-sized plans, date stamped "Received" by the City of Troy Planning Department on August 9, 2007:

	Cover Sheet
Sheet 1	Boundary and Topographic Survey
Sheet 2	Conceptual P.U.D. Site Plan (referred to as Preliminary P.U.D. site Plan)
Sheet 3	Conceptual Grading and Stormwater Management Plan (Referred to as Preliminary Grading and Stormwater Management Plan)
Sheet P-1	Landscape and Planting Plan
Sheet P-2	Pedestrian Circulation Plan
Sheet P-3	Details
Sheet A-101	Conceptual Floor Plans
Sheet A-102	Conceptual Floor Plans and Elevations

- E. The resolution in the official minutes of the meeting at which the City Council approved the Planned Unit Development, including any and all conditions of the approval contained therein.
- F. An Affidavit of Property Ownership to be recorded with the Oakland County Register of Deeds prior to commencement of construction and prior to the sale of any portion of the Project, containing the legal description of the entire Property; specifying the date of approval of the Planned Unit Development rezoning, and declaring that all future development of the Property has been authorized, restricted and required to be carried out in accordance with this Agreement and the Ordinance amendment granting rezoning to Planned United Development.
- G. The Preliminary Development Plan, when it is approved by City Council.

Engineering Plans have not been submitted with this Agreement. It is understood by all parties and it is part of this Agreement that Engineering Plans, acceptable to the City Engineer, must be compliant with this Agreement, the City of Troy ordinances and development standards, and state and federal law and shall be submitted at the time of the request for Final Site Plan approval for such Phase.

1.3 The Ordinance amendment granting Big Beaver Place Planned Unit Development reclassifies the zoning of the Property to PUD and constitutes the land use authorization for the Property, and all use and improvement of the Property shall be in substantial conformity with such Ordinance and the PUD Documents referenced herein.

ARTICLE II

DEVELOPER'S RIGHTS, OBLIGATIONS AND PROPERTY RESTRICTIONS

2.1 Developer shall have the right to develop and use the Property in accordance with the PUD Documents and the Zoning Ordinance in effect at the time of the Conceptual PUD Approval. Any changes to the Conceptual P.U.D. Site Plan or the Final Site Plan shall be approved in accordance with the City's Zoning Ordinance. Provided, however, that minor modifications resulting from engineering considerations or site conditions may be approved by the Director of Building and Zoning.

2.2 "Big Beaver Place" is being proposed to be developed utilizing the City of Troy's Planned Unit Development (PUD) Ordinance for a mixed-use commercial, retail, and residential development. The Development will enable the redevelopment of the obsolete six (6) parcels of land located on the north side of Big Beaver Road, east of John R. Road. Big Beaver Place will provide attractive and viable uses. The Development will provide the residents of the City of Troy with a mixed-use development with new commercial, retail, and residential opportunities.

2.3 Developer shall develop the Property substantially in accordance with the PUD Documents. Failure to develop the Property substantially in accordance with the PUD Documents shall constitute a deficiency under this Agreement.

2.4 The uses permitted at Big Beaver Place are depicted on the Conceptual P.U.D. Site Plan recommended for approval by Planning Commission on June 12, 2007, and City Council on September 10, 2007, prepared by Fazal Khan & Associates, Inc. date stamped "Received" by City of Troy Planning Department on August 1, 2007. The two retail buildings shall not exceed a combined area of 16,000 square feet; the separate commercial building shall not exceed 3,500 square feet in area, and may be used for a deli and coffee shop or similar commercial uses. The residential component shall consist of no more than 23 townhouses, not exceeding two stories in height, with each unit having an area of approximately 1,800 square feet and a two-car garage. The uses permitted under this PUD are also uses permitted in the B-2, RM-1 Commercial, and RM-3 Zoning Districts of the City of Troy Zoning Ordinance. To the extent otherwise provided in the PUD documents, all uses in the regulations for the B-2, RM-2 and RM-3 Zoning Districts are allowed. In the event that there is any conflict between the City's Ordinances and this PUD Agreement, the terms and conditions of this PUD Agreement shall prevail.

2.5 List of Conditions Offered in Exchange for PUD Consideration. Developer or its successors or its assigns shall cause to be installed landscaping and an irrigation system on the Property in accordance with the Landscaping Plans. The Conceptual P.U.D. Site Plan includes landscape features above the requirements as outlined in the City Ordinance, and including bioswales with under drains, planted with wetland and upland native shrubs and herbaceous species, and an attractive detention pond/water feature. The pond and open area is centrally located so that it can be enjoyed by all the users on the Property. The public benefit provided by Developer includes the elimination of existing under-development as well as the assemblage of properties to create a consistent development that provides a logical transition with the surrounding properties. The Development promotes and is consistent with the redevelopment goals of the Big Beaver Corridor Study and incorporates and implements numerous goals and strategies of the Big Beaver Corridor Study. The objectives of the PUD provide a higher quality of development than could be achieved under conventional zoning. The façade quality and pedestrian amenities exceed Ordinance requirements and accomplish safe and efficient site circulation connectivity. The development plan provides a large open space and landscaped area which exceeds the requirements of the City, and a workable integrated design.

2.6 Developer shall maintain all common areas, storm water drainage and retention facilities, landscaped areas, parking areas and sidewalks in good working order and appearance. Developer may establish an Association or Associations to assume the maintenance obligations set forth in this Article II, this Planned Unit Development Agreement and otherwise, in which event the Association or Associations shall succeed to the Developer's obligations for those portions of the Property defined in the instrument establishing each Association, and Developer shall be relieved of all obligations and liability with respect thereto.

2.7 Developer or an Association or Associations shall perform its landscaping maintenance obligations under Article II, this Planned Unit Development Agreement and

otherwise, such that the landscaping and related improvements are maintained in a neat and orderly appearance, substantially free from refuse and debris and, weather permitting, Developer or the Association or Associations shall promptly replace any dead or dying plants and shrubs, but in no event later than the end of the then-current planting season.

2.8 In the event Developer conveys all or any portion of the Property, it shall establish restrictions on the Property providing that all portions of the Property shall have full egress and ingress for both vehicular and pedestrian use and for egress and ingress to Big Beaver, and full access of the common areas for utility installation, construction, repair, and maintenance affecting and placed upon the Property, which may provide for shared participation in the cost of maintenance and repair. Developer may, however, designate specific parking areas for use by specific components of the Development.

2.9 The Property contains three structures which Developer intends to demolish. The City will grant any permits required for such purpose, which shall be subject to the requirements set forth below in this section. Developer shall comply with all State statutes and City Ordinances regarding demolition. In connection with the demolition of such structures, Developer shall engage a demolition contractor to remove any asbestos and/or asbestos contaminated materials contained within such structures(s) prior to performing its demolition activities. Any asbestos shall be removed in accordance with an action plan prepared by Developer's contractor, which action plan shall include the following: prior to the removal of any asbestos and/or asbestos contaminated materials, such contractor shall notify the Michigan Department of Environmental Quality that the contractor intends to commence demolition activities involving a structure(s) which contains asbestos; Developer's contractor shall use trained asbestos abatement/removal technicians. All asbestos materials, if any, which are removed from the site shall be sent to a Type II landfill and, in connection with the transportation of such materials to the landfill, appropriate shipping manifests shall be obtained and a third-party monitoring company shall be engaged to monitor the transportation of asbestos contaminated materials to such landfill. Demolition of structures will commence/resume following completion of asbestos removal activities. During the demolition process, the site will be sprayed with water to minimize airborne particles. Following completion of the demolition activities, the City shall inspect the site prior to the performance of backfilling and grading activities. When the City has approved the site, which approval shall not be unreasonably withheld, the site will then be graded and seeded to prevent soil erosion.

2.10 Developer shall comply with the City Code and Ordinances and Engineering Standards not inconsistent with this Agreement, make any necessary application for permits, and obtain any necessary permits for the use of construction trailers and for lease and advertising signs.

ARTICLE III

PUBLIC IMPROVEMENTS

3.1 Water and Sanitary Sewer Systems. Developer shall, at its sole expense, construct and install improvements and/or connections tying into the municipal water and

sewage systems, including any required water hydrants. Such improvements shall be designed and constructed in accordance with the Final Site Plan, the PUD Documents, approved engineering construction plans, applicable City, County and State standards, codes, regulations, ordinances and laws. Such water and sanitary sewer service facilities, including any on-site and off-site facilities, extensions and easements to reach the area to be served, shall be provided by and at the sole expense of the Developer, and shall be completed, approved and dedicated to the City, as requested by the City in its discretion, to the extent necessary to fully service all proposed and existing facilities, structures and uses within the Development to be served thereby. No building shall be issued a Certificate of Occupancy until that building is served by water and sanitary sewer improvements according to applicable laws, ordinances, codes, regulations and standards in effect at the time the Certificate of Occupancy for the building is applied for. The City may require that the Developer post security in the form of cash or check or certificate of deposit or irrevocable letter of credit issued by an institution doing business in Oakland County, under a separate agreement in an amount equal to the cost of construction, or a performance bond in an amount equal to the cost of construction plus ten (10%) percent, as specified in a bona fide contract for construction of such water and sanitary sewer system improvements, which estimate shall be approved by the City Engineer, together with an agreement with the City, approved by the City Attorney, authorizing the City, at its option, to install the water system and/or sanitary sewer system if Developer has failed to do so within the time specified in this Agreement. If such deposit is approved and made, all building permits shall be issued for construction of buildings and improvements. If Developer fails to fulfill its obligation, then the City shall provide thirty (30) days prior written notice to cure. If a Developer has commenced performance to cure, it shall be given such further reasonable time to complete such cure. All performance bonds, if elected in lieu of letter of credit, shall be issued by institutions licensed and admitted to do business in the State of Michigan. Building permits for any building to be served by the water and sanitary system facilities improvements shall be issued upon the posting of the above security and execution of such agreement prior to installation or construction of such sewer and water installations. 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 the City from and against any claims arising by reason of any such non-availability except for damages that are directly proximately caused by the City's acts or omissions or the gross negligence of the City. Developer shall, upon completion of installation and testing of the public water and sanitary sewer improvements for each building, convey and dedicate all interest in such facilities to the City by providing and executing documents and title work in accordance with all applicable City ordinances and requirements. Thereafter, the City shall assume all liability and obligation for such utilities dedicated.

3.2 Storm Water Drainage. The Developer, at its sole expense, shall construct and maintain a storm water and retention and/or detention system for the Development, which system shall include the improvements provided in this Agreement, and shall be installed in accordance with the PUD Documents, the approved engineering construction plans, and all applicable ordinances, laws, codes, standards and regulations. All drainage improvements necessary to serve the Development shall be completed and approved prior to issuance of any Certificate of Occupancy. The City may require the Developer to post security in the form of cash or check or

certificate of deposit or irrevocable letter of credit issued by an institution doing business in Oakland County, in a separate agreement approved by the City in an amount equal to the estimated cost of installation, or a performance bond in an amount equal to the cost of construction plus ten (10%) percent, as specified in a bona fide contract for installation of such drainage improvements approved by the City Engineer, together with an agreement with the City, approved by the City Attorney, authorizing the City to, at its option, install the drainage improvements in question if the Developer has failed to do so at the expiration or revocation of building permit(s) after construction has commenced. All performance bonds, if any, shall be issued by institutions licensed and admitted to do business in the State of Michigan. Building permits shall be issued upon the posting of such security and execution of such agreement.

All construction, repair, maintenance and replacement of the storm drainage and retention/detention system which are Developer's responsibility, as described in this Section, shall be the sole obligation of the Developer and its successors and assigns. During the development of the Property, the Developer or its successors or assigns shall be obligated to maintain the storm drainage and retention and/or detention system and facilities in a fully operational condition.

3.3 Streets, Boulevards, Sidewalks, Drives, Entryways and Parking Lots. All drives, entryways, sidewalks, non-motorized paths and parking areas within the Development shall be designed, situated and constructed in accordance with the PUD Documents and all requirements and applicable ordinances of the City not inconsistent with this Agreement, and the approved engineering construction plans. All internal drives, entryways, sidewalks, and parking areas will be private except as otherwise setout herein. The construction drawings for drives shall be approved prior to issuance of building permits for the construction of any building or structure to be served thereby or to benefit therefrom. The City may require the Developer to post security in the form of cash or check or certificates of deposit or irrevocable letter of credit issued by an institution doing business in Oakland County, in a separate agreement approved by the City in an amount equal to the estimated cost of the construction, or a performance bond in an amount equal to the cost of construction plus ten (10%) percent, as specified in a bona fide contract for construction of all such improvements, approved by the City Engineer, together with an agreement approved by the City Attorney authorizing the City to, at its option, install the improvements in question if the Developer has failed to do so after thirty (30) days prior notice. Developer shall be given such additional time as is reasonable to effectuate a cure if it has timely commenced a cure. All performance bonds shall be issued by institutions licensed and admitted to do business in the State of Michigan. Building permits shall be issued for any building in the Development upon posting the security for the amounts as set forth above. Developer shall install and maintain an adequate gravel surface base as determined by the City Engineer for all entranceways and internal drive areas to provide for access for construction traffic, City personnel, emergency and fire fighting equipment for such specific site and prior to construction of a final base course. The aforementioned agreement for completion shall provide that the paving of all areas referenced in this paragraph shall be completed and approved (including topcoat and parking lot striping) prior to the issuance of more than ninety-five (95%) percent of any Certificates of Occupancy for buildings within the Development, but in any event such paving shall be completed within two (2) years of issuance of the first building permit for a building.

The internal drives, entranceways, sidewalks and parking areas shall be designed and constructed to the standards of the City, except for deviations approved by the City Engineer.

Developer, its successors and assigns, shall be responsible for maintenance and repair of the drives, entranceways, sidewalks, and parking areas for each building site during the period of construction, and shall also keep streets abutting the Development free from debris and repair any damage to the streets abutting the Development (subject to City of Troy requirements) caused by construction activities on or for the Property or the Development and use of abutting streets for construction purposes. If the Developer fails, after thirty (30) days prior written notice and failure to cure, to maintain and repair the drives, entranceways, parking areas and abutting streets as required by this Paragraph, the 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. At all times, during and after completion of construction, Developer, its successor and assigns, shall cause all internal drives, entranceways and parking areas to be maintained, repaired and kept in an unimpeded, unobstructed, safe and passable condition at all times to allow for the free flow and circulation of traffic throughout the Development, except for temporary closures or obstruction due to repairs or snow. Subject to Paragraph 3.4 below, the responsibility and obligation for such ongoing maintenance and repair shall be that of the Developer, its successors and assigns.

3.4 Developer shall have the right to assign its maintenance obligations under this Agreement to an Association or Associations and to any successors and assigns including any successor developer or owner of a portion of the Development. Upon the assignment to and assumption by an Association or any successor developer or owner of any of Developer's maintenance obligations, as set out in this Agreement and otherwise, Developer shall have no further obligations or liability with respect thereto. All successors and assigns of Developer shall agree to be bound by the obligations for common area maintenance under the PUD Agreement.

3.5 For purposes of maintenance obligations set forth in this Paragraph, the term "maintenance," "maintain" and "maintained" shall mean and include regular inspections.

ARTICLE IV

THE CITY'S RIGHTS AND OBLIGATIONS

4.1 The City, in each instance, shall provide by written thirty (30) day notice to Developer with a time period in which to cure any deficiencies under this Agreement, which shall be no less than or no longer than such longer reasonable period of time as may be required if Developer, its successors, assigns, Association and/or owner(s) have commenced to cure and are expeditiously proceeding to satisfy such condition.

If, following the expiration of the period set forth to cure any deficiencies above, such deficiencies have not been cured, the City shall thereupon have the power and authority, but not the obligation, to take any of the following actions, in addition to any actions authorized under City ordinance and/or State law:

A. Demand that the non-performance, deficiency or obligation be fulfilled, performed or completed, before Developer assigns its obligations to an Association and set a specific date to complete the performance which may not be less than thirty (30) days prior written notice, and the City may then proceed under Paragraph 4.1(B) to fulfill the obligation or correct the deficiency.

B. Enter upon the Property, or cause its agents or contractors to enter upon the Property and perform such obligation or take such corrective measures as reasonably found by the City Council to be appropriate. In addition to any financial assurance given to ensure completion of the improvements, the additional costs and expense of making and financing such action by the City, including without limitation notices by the City and reasonable legal fees incurred by the City, plus an administrative fee in the amount of twenty-five (25%) percent of the total of all such costs and expenses incurred shall be paid by Developer within thirty (30) days of a billing to Developer.

C. The City may initiate legal action for the enforcement of any of the provisions, requirements, and obligations set forth in the PUD Documents.

D. The City may issue a stop work order as to any building or improvement affected and may deny the issuance of any requested building permit or Certificate of Occupancy for such building or improvement regardless of whether the Developer is the named applicant for such permit or certificate of occupancy, and may suspend further inspections of any or all aspects of the defaulting building improvement until cured.

E. The City may assess a lien against an individual property owner on a pro-rata basis.

4.2 In the event that the City utilizes the proceeds of a financial assurance given to ensure completion or maintenance of improvements, at any time throughout the period of development and construction of any part of the Development, the City, its contractors, representatives, consultants and agents, shall be permitted, and are hereby granted authority, to enter upon all or any portion of the Property for the purpose of inspecting and/or completing the respective improvements, and for the purposes of inspecting for compliance with and enforcement of the PUD Documents.

4.3 To the extent the PUD Documents deviate from the City of Troy Development Standards, Zoning Ordinances, or other City ordinances, or any amendments thereto, the PUD Documents shall control in all respects, including all land uses and approvals set forth and/or allowed pursuant to the PUD. All improvements constructed in accordance with the PUD Documents shall be deemed to be conforming under the Zoning Ordinance and in compliance with all ordinances of the City for all times and purposes and shall run with the land.

4.4 A portion of the property that is included in this Proposed Planned Unit Development is restricted by an Amended and Restated Consent Judgment dated July 29, 2003, which amends the original consent judgment dated January 7, 1992. According to paragraph 9 of this Amended and Restated Consent Judgment, the zoning for Lot 20 of the Big Beaver

Poultry Farms Subdivision "shall be either: (i) the zoning of and uses of Lot 15 (owned by the City of Troy as of the time of the original judgment), as elected by Troy; or (ii) R-1E, single-family residential". The approval of the Proposed Big Beaver Place PUD Agreement and Conceptual Site Plan by the Troy City Council would satisfy this provision, to the extent that both Lots 15 and 20 would be rezoned to the same PUD zoning classification.

ARTICLE V

MISCELLANEOUS PROVISIONS

5.1 This Agreement may not be modified, replaced, amended or terminated without the prior written consent of the parties to this Agreement. Developer and any successor developers and property owners shall have the right to delegate its (their) rights and obligations under this Agreement to an Association as set out in this Agreement. Until rights and responsibilities under this Agreement are transferred to such Association, Developer and the City shall be entitled to modify, replace, amend or terminate this Agreement, without requiring the consent of any other person or entity whatsoever, regardless of whether such person has any interest in the Property, including owners, mortgages of co-owners, and others. After the rights and obligations under this Agreement are transferred to an Association or any successor developer, only the Association or Associations, the successor developers and property owners, and the City shall be entitled to modify, replace, amend or terminate this Agreement.

5.2 This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

5.3 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 the PUD Documents which apply, the City in the reasonable exercise of its discretion, shall determine the regulations of the City's Ordinances that are applicable, provided such determination is not inconsistent with the nature and intent of the PUD Documents nor increase such obligations.

5.4 The terms of the PUD Documents, including this Agreement, have been negotiated by the undersigned parties and such documentation represents the product of the joint efforts and agreement of the Developer and the City. Developer and the City fully accept and agree to the final terms, conditions, requirements and obligations of the PUD Documents, and shall not be permitted in the future to claim that the effect of these PUD Documents results in an unreasonable limitation upon uses of all or a portion of the Property, or claim that enforcement of any of the PUD Documents causes an inverse condemnation or taking of all or a portion of the Property. Furthermore, it is agreed that the improvements and undertakings set forth in the PUD Documents are necessary and roughly proportional to the burden imposed in order to ensure that services and facilities affected by the Planned Unit Development will be capable of accommodating increased services and facility loads, traffic and storm water drainage caused by the development thereof, to protect the natural environment and conserve natural resources, to ensure compatibility with adjacent uses of land, to promote use of the Property in a socially and economically desirable manner, and to achieve other legitimate objectives authorized under the

Michigan Zoning Enabling Act, MCL 125.3101, *et seq.* It is further agreed and acknowledged hereby that all of such improvements are substantially related to the burdens to be created by the development contemplated hereby, and all such improvements and the requirements and regulations of the Property under the PUD Documents and Zoning Ordinance, without exception, are clearly and substantially related to the City's legitimate interests in protecting the public health, safety and general welfare.

5.5 Developer, its successors and assigns, shall comply as is applicable with the following:

A. Signage for the commercial and retail components shall comply with the Sign Ordinance requirements for B districts. Signage for the residential facility shall comply with Sign Ordinance requirements for the R-M district.

B. Elevations for the commercial retail buildings shall be consistent with the elevations which have heretofore been submitted to the Planning Commission and City Council. Furthermore, the elevations shall be brought back to the Planning Commission and City Council for review prior to granting of building permits.

C. Rooftop mechanical equipment shall be fully screened with materials that are architecturally consistent with the building elevations.

5.6 Any notice provided for in this Agreement shall be in writing, addressed to the party to whom notice is given at the address set out at the beginning of this Agreement, or to such other address as one party gives to the other by notice, and deposited in the United States Mails, postage prepaid.

5.7 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.

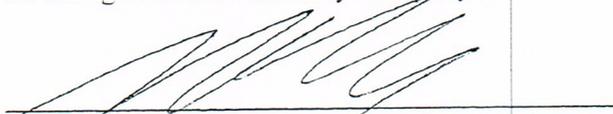
5.8 This Agreement shall be binding on, and shall inure to the benefit of the parties and their respective successors and assigns.

THIS AGREEMENT was executed by the respective parties on the date specified with the notarization with their name, and shall take effect on the date of adoption by the Troy City Council of the Zoning Ordinance amendment granting rezoning of the Property to Big Beaver Place Planned Unit Development.

IN WITNESS WHEREOF, Developer has caused this Development Agreement to be executed the day and year first above written.

DEVELOPER:

BIG BEAVER PLACE, LLC,
a Michigan limited liability company



By: STEFANO MULARONI
Its: MEMBER

Dated: 9-6-07

CITY:

CITY OF TROY, a Michigan municipal
corporation



By: Louise Schilling
Its: Mayor

Dated: September 10, 2007



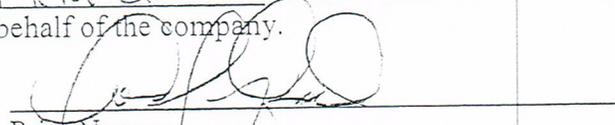
By: Tonni Bartholomew
Its: City Clerk

Dated: September 10, 2007

STATE OF MICHIGAN)
) ss
COUNTY OF ~~OAKLAND~~)
 MACOMB

The foregoing instrument was acknowledged before me this 10th day of September, 2007, by STEFANO MULARONI, the MEMBER of BIG BEAVER PLACE, LLC, a Michigan limited liability company, on behalf of the company.

COLLEEN J. CRAWFORD
Notary Public, State of Michigan
County of Macomb
My Commission Expires Sep. 17, 2013
Acting in the County of MACOMB

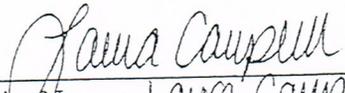

Print Name: _____
Notary Public, _____ County, Michigan
My Commission Expires: _____
Acting in the County of _____

{Notary continues on next page}

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 10th day of September, 2007, by Louise Schilling, Mayor, and Tonni Bartholomew, City Clerk, of the City of Troy, a Michigan municipal corporation, on behalf of the Corporation.

LAURA CAMPBELL
Notary Public, Oakland County, MI
My Commission Expires 9/25/2011
Acting in Oakland County


Print Name: Laura Campbell
Notary Public, Oakland County, Michigan
My Commission Expires: 09/25/2011
Acting in the County of Oakland

DRAFTED BY:
Norman Hyman, Esq. (P15319)
Honigman Miller Schwartz & Cohn LLP
38500 Woodward Suite 100
Bloomfield Hills, MI 48304
(248) 566-8460

WHEN RECORDED RETURN TO:
Tonni Bartholomew,
City Clerk
500 West Big Beaver Road
Troy, MI 48084

OAKLAND.1319692.1

(d) An individual convicted of committing or attempting to commit a violation solely described in section 520e(1)(a) of the Michigan penal code, 1931 PA 328, MCL 750.520e, who at the time of the violation was 17 years of age or older but less than 21 years of age and who is not more than 5 years older than the victim.

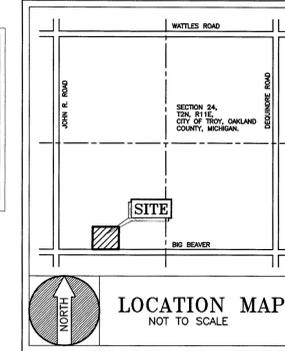
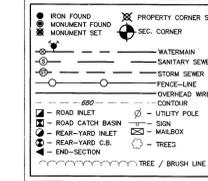
(2) An individual who is convicted of more than 1 offense described in subsection (1) is ineligible for exemption under this section.

History: Add. 2005, Act 121, Eff. Jan. 1, 2006.

BOUNDARY AND TOPOGRAPHIC SURVEY BIG BEAVER PLACE

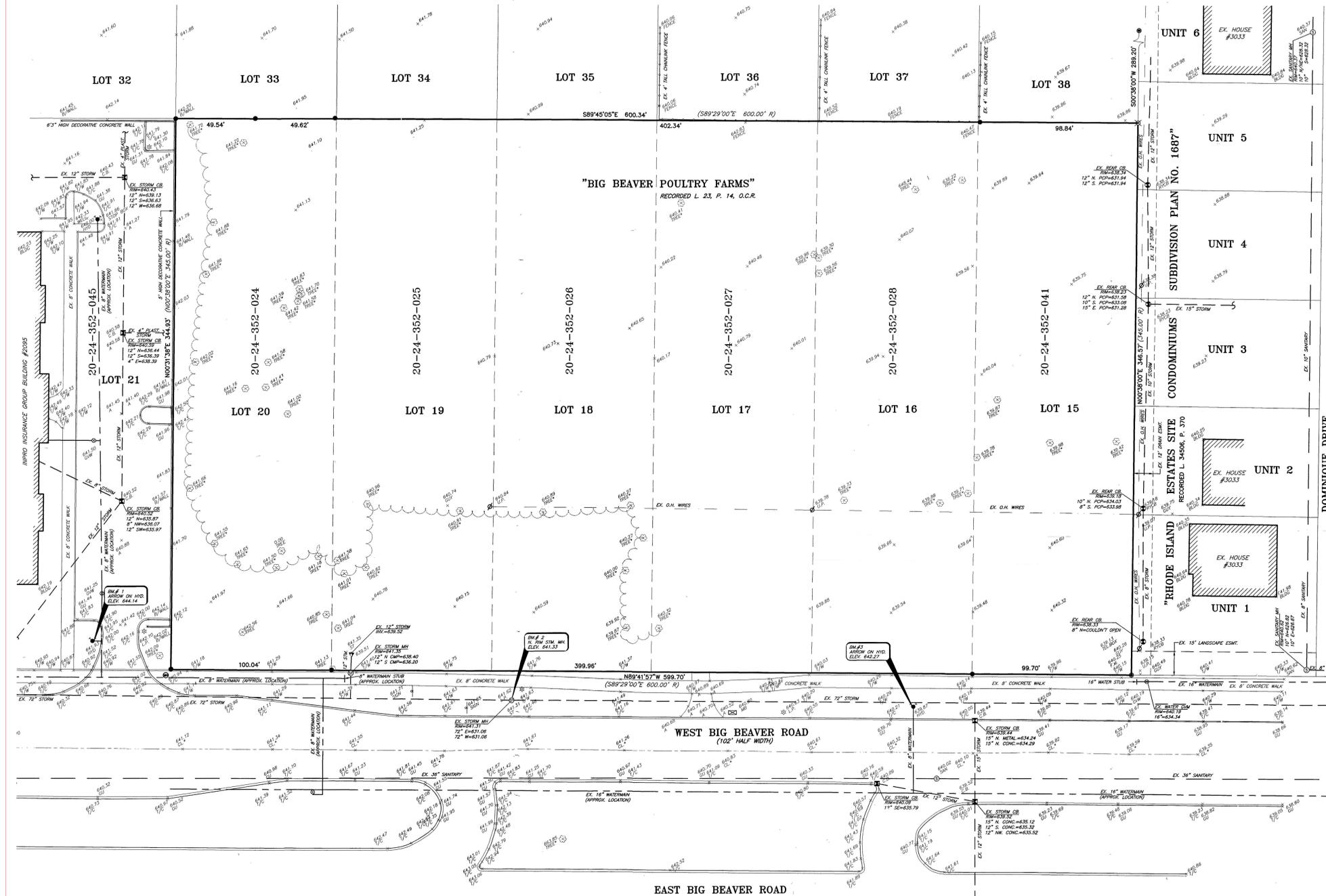
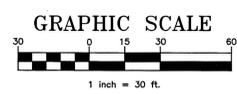
PART OF THE SW1/4, SECTION 24, T2N, R11E,
CITY OF TROY, OAKLAND COUNTY, MICHIGAN

LEGEND



BENCHMARKS:

- BM. #1) ARROW ON HYDRANT LOCATED ON THE N. SIDE OF BIG BEAVER IN ISLAND AT ENTRANCE TO PARKING LOT AT BUILDING #2025. ELEV. = 844.14 (SHOWN CITY BENCHMARK)
- BM. #2) N. RIM STORM MH N. SIDE OF BIG BEAVER 75' W OF HOUSE #2135. ELEV. = 841.33 (SHOWN CITY BENCHMARK)
- BM. #3) ARROW ON HYDRANT LOCATED ON THE N. SIDE OF BIG BEAVER 100' E. OF HOUSE #2135. ELEV. = 842.27 (SHOWN CITY BENCHMARK)



10-23-06 RLH
06-640 LOTS 15-16-17-18-19-20 BIG BEAVER POULTRY FARMS
BIG BEAVER PLACE BOUNDARY

DESCRIPTION OF PROPERTY (FROM RECORD)

LOTS 15-16-17-18-19-20, "BIG BEAVER POULTRY FARMS", PART OF THE SW1/4 OF SECTION 24, T2N, R11E, CITY OF TROY, OAKLAND COUNTY, MICHIGAN, RECORDED IN LIBER 23 OF PLATS, PAGE 14, OAKLAND COUNTY RECORDS, EXCEPT THE SOUTH 69 FEET TAKEN FOR BIG BEAVER ROAD.

SUBJECT TO RESTRICTIONS, RESERVATIONS AND EASEMENTS, IF ANY.

ALSO KNOWN AS SIDWELL NO. 20-24-352-041, 20-24-352-028, 20-24-352-027, 20-24-352-026, 20-24-352-025 AND 20-24-352-024.

CERTIFIED TO:

BIG BEAVER PLACE, LLC
48593 HAYES ROAD
SHELLEY TOWNSHIP, MICHIGAN 48315
1-313-585-1345

I HEREBY CERTIFY THAT THIS IS A TRUE AND ACCURATE SURVEY; THAT THIS DRAWING IS A CORRECT REPRESENTATION OF ALL THE EXTERIOR BOUNDARIES OF THE LAND SURVEYED; THAT SAID SURVEY WAS PERFORMED WITH AN ERROR OF CLOSURE OF 1 IN 5000; THAT THIS SURVEY COMPLIES WITH THE REQUIREMENTS OF SECTION 3, ACT NO. 132, P.A. OF 1970, AS AMENDED.

BEARING DATA ORIGINATES FROM THE WEST LINE OF "RHODE ISLAND ESTATES SITE CONDOMINIUM SUBDIVISION PLAN NO. 1687", RECORDED IN LIBER 34506, PAGE 370, OAKLAND COUNTY RECORDS.

THIS PROPERTY LIES WITHIN AN AREA DESIGNATED AS ZONE C (AREA OF MINIMAL FLOODING) AS DEPICTED BY THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 260180 0004 E, DATED SEPTEMBER 16, 1986, PROVIDED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

EASEMENT NOTE

A TEMPORARY CONSTRUCTION RIGHT OF WAY EASEMENT DESCRIBED AS "THE SOUTH 10 FEET OF LOT 20, "BIG BEAVER POULTRY FARMS" RECORDED IN LIBER 8190, PAGE 588, OAKLAND COUNTY RECORDS, HAS EXPIRED (DECEMBER 31, 1974)

SHEET REVISIONS	MARK	DATE	DESCRIPTION

**TROY
BIG BEAVER
PLACE**
NEW MIXED USE
DEVELOPMENT

PROJECT ISSUE DATES
04/02/14 PUD Revisions

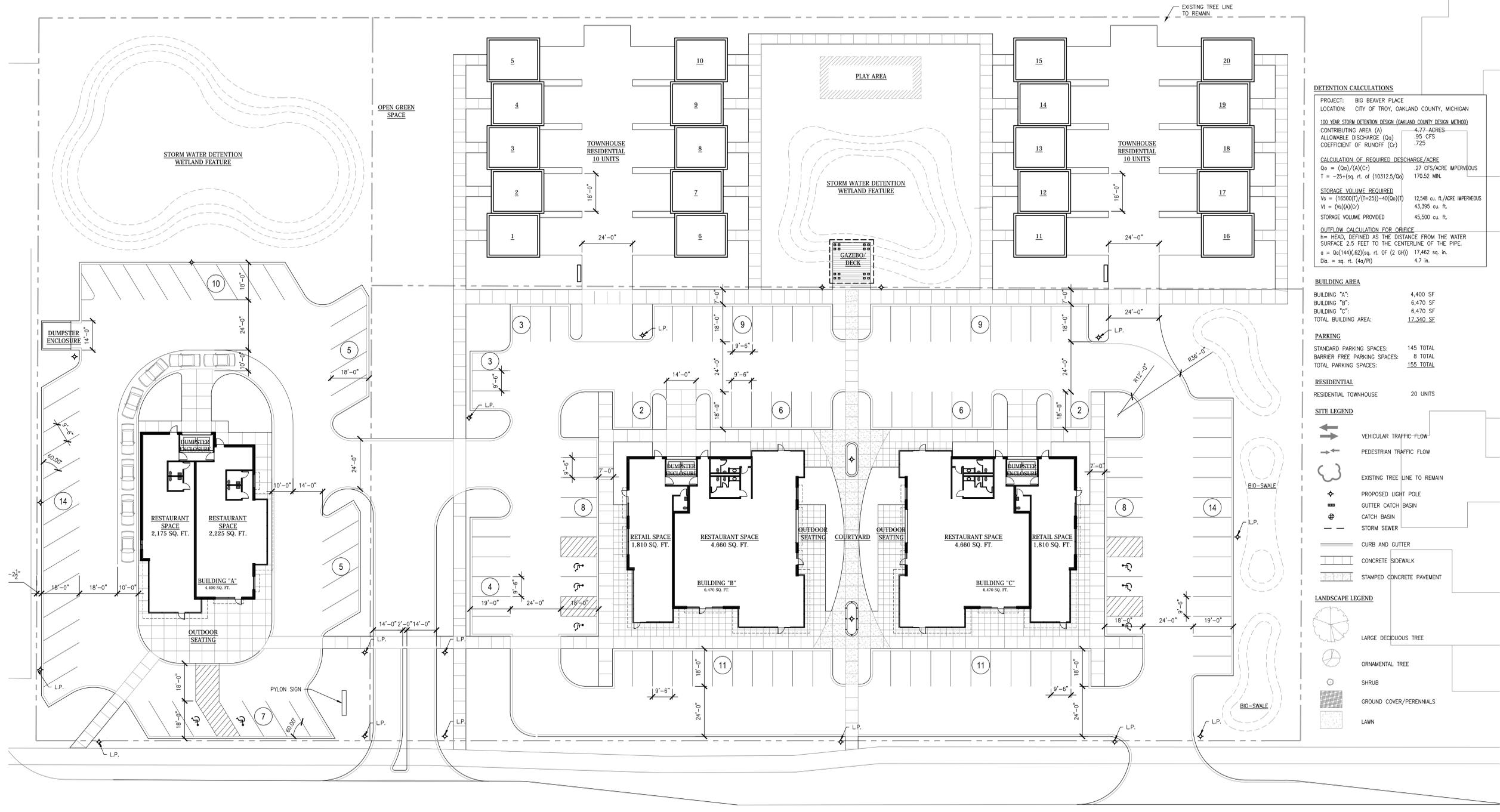
DRAWN BY: BJB
CHECKED BY: _____
MANAGER: _____

URS PROJECT NO. _____

**PROPERTY
SURVEY**



07/30/2014 9:45:57 AM



DETENTION CALCULATIONS

PROJECT: BIG BEAVER PLACE
LOCATION: CITY OF TROY, OAKLAND COUNTY, MICHIGAN

100 YEAR STORM DETENTION DESIGN (OAKLAND COUNTY DESIGN METHOD)

CONTRIBUTING AREA (A)	4.77 ACRES
ALLOWABLE DISCHARGE (Q ₀)	.95 CFS
COEFFICIENT OF RUNOFF (C _r)	.725

CALCULATION OF REQUIRED DISCHARGE/ACRE

Q ₀ = (Q ₀)/(A)(C _r)	.27 CFS/ACRE IMPERVIOUS
T = -25+(sq. ft. of (10312.5/Q ₀))	170.52 MIN.

STORAGE VOLUME REQUIRED

V _s = (16500(T)(1+25)) - 40(Q ₀)(T)	12,548 cu. ft./ACRE IMPERVIOUS
V _t = (V _s)(A)(C _r)	43,395 cu. ft.
STORAGE VOLUME PROVIDED	45,500 cu. ft.

OUTFLOW CALCULATION FOR ORIFICE

h = HEAD, DEFINED AS THE DISTANCE FROM THE WATER SURFACE 2.5 FEET TO THE CENTERLINE OF THE PIPE.

Q = Q ₀ (144)(62)(sq. ft. of (2 gh))	17,462 sq. in.
Dia. = sq. rt. (4Q/Pi)	4.7 in.

BUILDING AREA

BUILDING "A"	4,400 SF
BUILDING "B"	6,470 SF
BUILDING "C"	6,470 SF
TOTAL BUILDING AREA:	17,340 SF

PARKING

STANDARD PARKING SPACES:	145 TOTAL
BARRIER FREE PARKING SPACES:	8 TOTAL
TOTAL PARKING SPACES:	155 TOTAL

RESIDENTIAL

RESIDENTIAL TOWNHOUSE	20 UNITS
-----------------------	----------

- SITE LEGEND**
- VEHICULAR TRAFFIC FLOW
 - PEDESTRIAN TRAFFIC FLOW
 - EXISTING TREE LINE TO REMAIN
 - PROPOSED LIGHT POLE
 - GUTTER CATCH BASIN
 - CATCH BASIN
 - STORM SEWER
 - CURB AND GUTTER
 - CONCRETE SIDEWALK
 - STAMPED CONCRETE PAVEMENT
- LANDSCAPE LEGEND**
- LARGE DECIDUOUS TREE
 - ORNAMENTAL TREE
 - SHRUB
 - GROUND COVER/PERENNIALS
 - LAWN

SHEET REVISIONS

MARK	DATE	DESCRIPTION

**TROY
BIG BEAVER
PLACE**
NEW MIXED USE
DEVELOPMENT

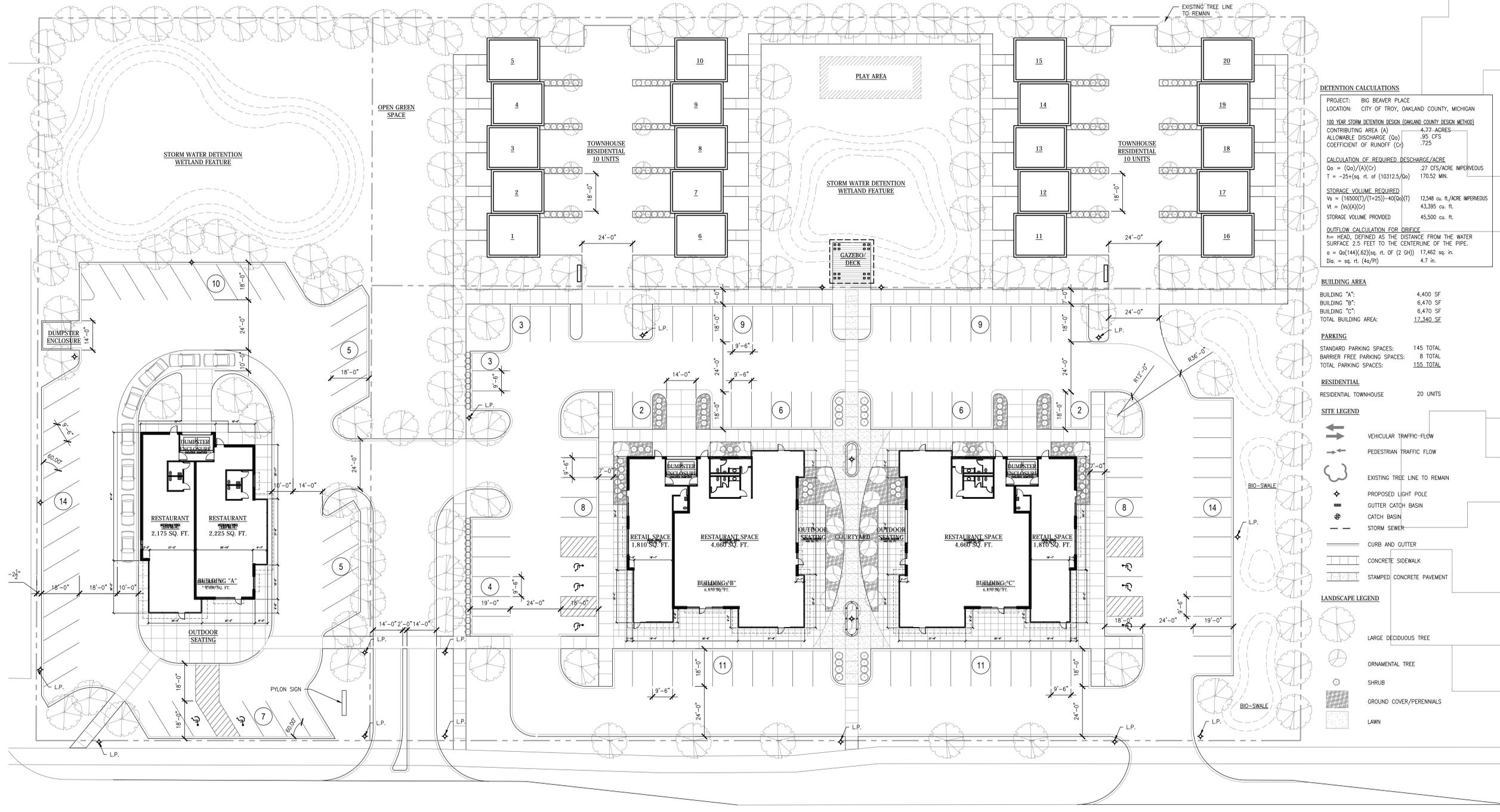
PROJECT ISSUE DATES

04/02/14	PUD Revisions
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DRAWN BY BJB **CHECKED BY** **MANAGER**

URS PROJECT NO. *****

SITE PLAN



DETENTION CALCULATIONS

PROJECT: BIG BEAVER PLACE
 LOCATION: CITY OF TROY, OAKLAND COUNTY, MICHIGAN
 100 YEAR STORM DETENTION DESIGN (OAKLAND COUNTY DESIGN METHOD)

CONTRIBUTING AREA (A) 4.77 ACRES
 ALLOWABLE DISCHARGE (Qo) .95 CFS
 COEFFICIENT OF RUNOFF (Cr) .725

CALCULATION OF REQUIRED DISCHARGE/ACRE
 $Qo = (Qo)/(A)(Cr)$.27 CFS/ACRE IMPERVIOUS
 $T = -25 + (\text{sq. ft. of } (10312.5/Qo))$ 170.52 MIN.

STORAGE VOLUME REQUIRED
 $Vs = (165000)(T+25) - 40(Qo)(T)$ 12,548 cu. ft./ACRE IMPERVIOUS
 $Vt = (Vs)(A)(Cr)$ 43,395 cu. ft.
 STORAGE VOLUME PROVIDED 45,500 cu. ft.

OUTFLOW CALCULATION FOR ORIFICE
 $h = \text{HEAD, DEFINED AS THE DISTANCE FROM THE WATER SURFACE 2.5 FEET TO THE CENTERLINE OF THE PIPE.}$
 $a = Qo/(144)(.62)(\text{sq. ft. OF } (2 GH))$ 17,462 sq. in.
 $\text{Dia.} = \text{sq. ft. } (4a/P)$ 4.7 in.

BUILDING AREA

BUILDING "A": 4,400 SF
 BUILDING "B": 6,470 SF
 BUILDING "C": 6,470 SF
 TOTAL BUILDING AREA: 17,340 SF

PARKING

STANDARD PARKING SPACES: 145 TOTAL
 BARRIER FREE PARKING SPACES: 8 TOTAL
 TOTAL PARKING SPACES: 153 TOTAL

RESIDENTIAL

RESIDENTIAL TOWNHOUSE 20 UNITS

- SITE LEGEND**
- VEHICULAR TRAFFIC FLOW
 - PEDESTRIAN TRAFFIC FLOW
 - EXISTING TREE LINE TO REMAIN
 - PROPOSED LIGHT POLE
 - GUTTER CATCH BASIN
 - CATCH BASIN
 - STORM SEWER
 - CURB AND GUTTER
 - CONCRETE SIDEWALK
 - STAMPED CONCRETE PAVEMENT
- LANDSCAPE LEGEND**
- LARGE DECIDUOUS TREE
 - ORNAMENTAL TREE
 - SHRUB
 - GROUND COVER/PERENNIALS
 - LAWN

SHEET REVISIONS

MARK	DATE	DESCRIPTION

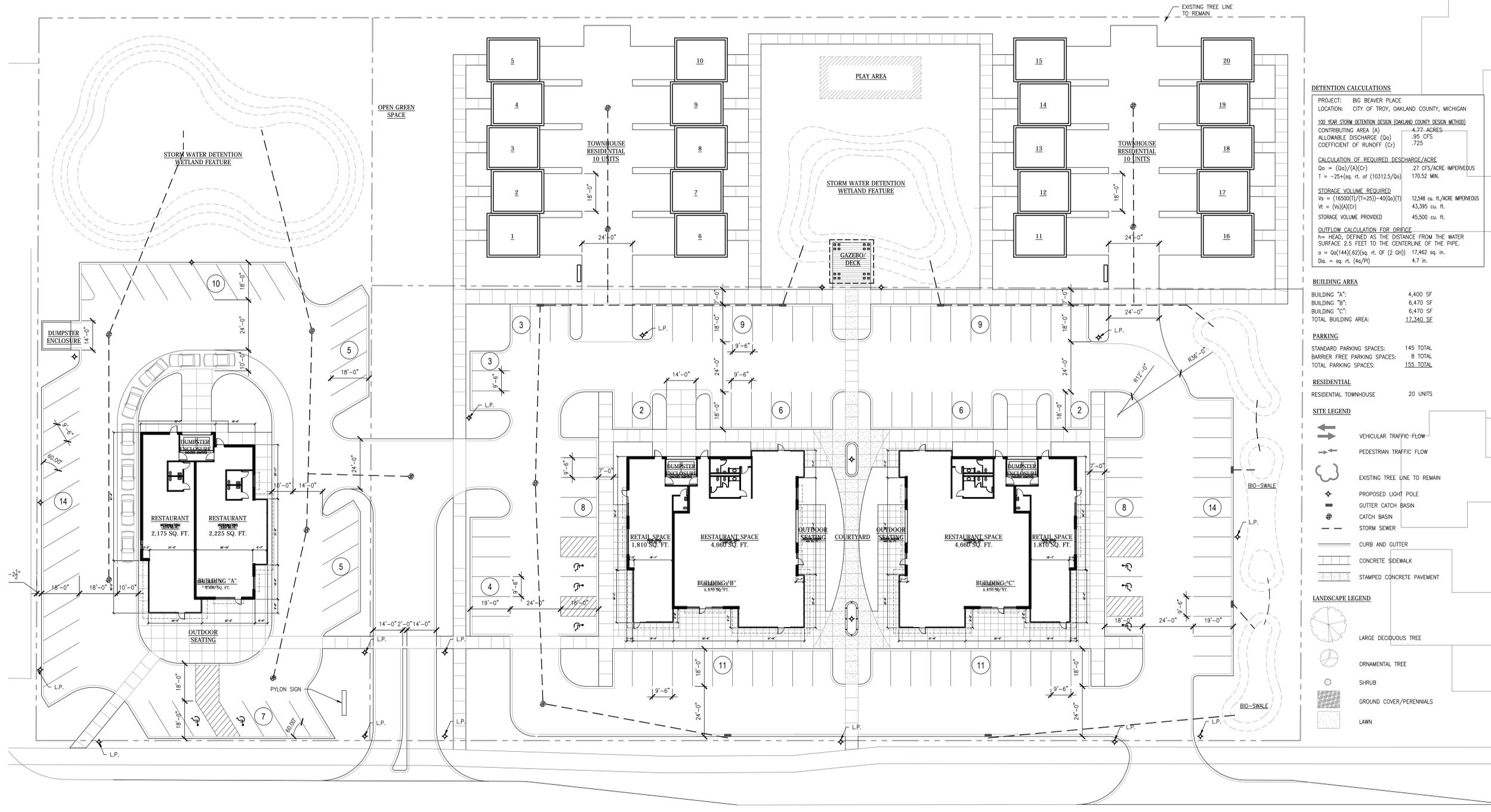
PROJECT ISSUE DATES

04/02/14	PUD Revisions
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DRAWN BY: BJB
 CHECKED BY: MANAGER
 URS PROJECT NO. *****

LANDSCAPE PLAN

E. BIG BEAVER



DETENTION CALCULATIONS

PROJECT: BIG BEAVER PLACE
LOCATION: CITY OF TROY, OAKLAND COUNTY, MICHIGAN

100 YEAR STORM DETENTION DESIGN (OAKLAND COUNTY DESIGN METHOD)

CONTRIBUTING AREA (A)	4.77 ACRES
ALLOWABLE DISCHARGE (Q ₀)	.95 CFS
COEFFICIENT OF RUNOFF (C _r)	.725

CALCULATION OF REQUIRED DISCHARGE/ACRE

Q ₀ = (Q ₀)/(A)(C _r)	27 CFS/ACRE IMPERVIOUS
T = -25+(sq. rt. of (10312.5/Q ₀))	170.52 MIN.

STORAGE VOLUME REQUIRED

V _s = (16500(T)/(T+25))-40(Q ₀)(T)	12,548 cu. ft./ACRE IMPERVIOUS
V _t = (V _s)(A)(C _r)	43,395 cu. ft.
STORAGE VOLUME PROVIDED	45,500 cu. ft.

OUTFLOW CALCULATION FOR ORIFICE

h = HEAD, DEFINED AS THE DISTANCE FROM THE WATER SURFACE 2.5 FEET TO THE CENTERLINE OF THE PIPE.

Q = Q ₀ (14)(.62)(sq. rt. of (2 Gh))	17,462 sq. in.
Dia. = sq. rt. (4Q/P)	4.7 in.

BUILDING AREA

BUILDING "A":	4,400 SF
BUILDING "B":	6,470 SF
BUILDING "C":	6,470 SF
TOTAL BUILDING AREA:	17,340 SF

PARKING

STANDARD PARKING SPACES:	145 TOTAL
BARRIER FREE PARKING SPACES:	8 TOTAL
TOTAL PARKING SPACES:	155 TOTAL

RESIDENTIAL

RESIDENTIAL TOWNHOUSE	20 UNITS
-----------------------	----------

- SITE LEGEND**
- VEHICULAR TRAFFIC FLOW
 - PEDESTRIAN TRAFFIC FLOW
 - EXISTING TREE LINE TO REMAIN
 - PROPOSED LIGHT POLE
 - GUTTER CATCH BASIN
 - CATCH BASIN
 - STORM SEWER
 - CURB AND GUTTER
 - CONCRETE SIDEWALK
 - STAMPED CONCRETE PAVEMENT
- LANDSCAPE LEGEND**
- LARGE DECIDUOUS TREE
 - ORNAMENTAL TREE
 - SHRUB
 - GROUND COVER/PERENNIALS
 - LAWN

SHEET REVISIONS

MARK	DATE	DESCRIPTION

**TROY
BIG BEAVER
PLACE**
NEW MIXED USE
DEVELOPMENT

PROJECT ISSUE DATES

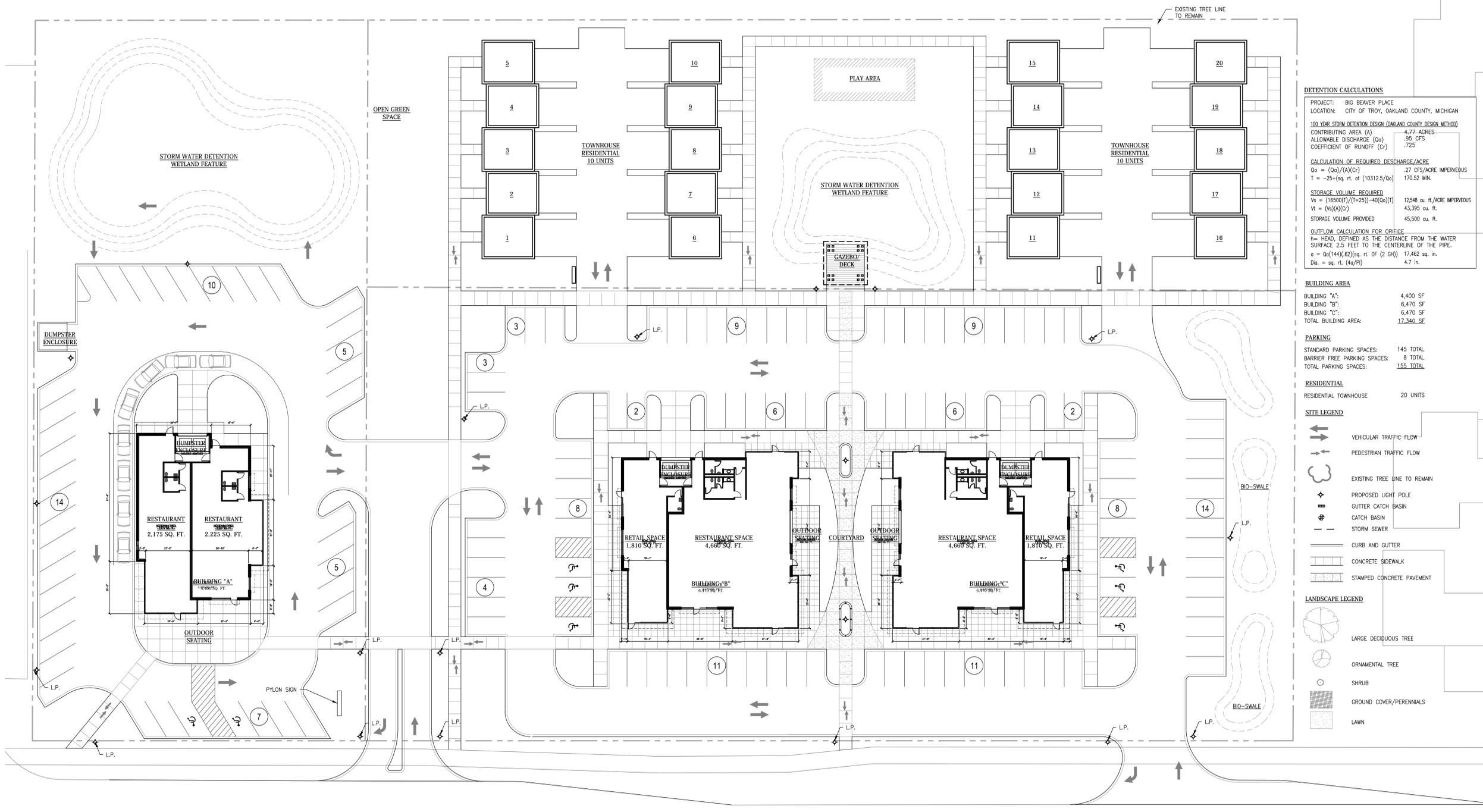
04/02/14	PUD Revisions
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DRAWN BY BJB **CHECKED BY** **MANAGER**

URS PROJECT NO. *****

**STORMWATER
MANAGEMENT
PLAN**

07/30/2014 9:46:21 AM



DETENTION CALCULATIONS

PROJECT: BIG BEAVER PLACE
LOCATION: CITY OF TROY, OAKLAND COUNTY, MICHIGAN
100 YEAR STORM DETENTION DESIGN (OAKLAND COUNTY DESIGN METHOD)

CONTRIBUTING AREA (A)	4.77 ACRES
ALLOWABLE DISCHARGE (Qo)	.95 CFS
COEFFICIENT OF RUNOFF (Cr)	.725

CALCULATION OF REQUIRED DISCHARGE/ACRE

$Qo = (Qo)/(A)(Cr)$	27 CFS/ACRE IMPERVIOUS
$T = -25 + (sq. ft. of (10312.5/Qo))$	170.52 MIN.

STORAGE VOLUME REQUIRED

$Vs = (16500)(T)/(1+25) - 40(Qo)(T)$	12,548 cu. ft./ACRE IMPERVIOUS
$Vt = (Vs)(A)(Cr)$	43,395 cu. ft.
STORAGE VOLUME PROVIDED	45,500 cu. ft.

OUTFLOW CALCULATION FOR ORIFICE

h = HEAD, DEFINED AS THE DISTANCE FROM THE WATER SURFACE 2.5 FEET TO THE CENTERLINE OF THE PIPE.

$Q = Qo(14)(.62)(sq. ft. OF (2 GH))$	17,462 sq. in.
Di = sq. ft. (4q/P)	4.7 in.

BUILDING AREA

BUILDING "A":	4,400 SF
BUILDING "B":	6,470 SF
BUILDING "C":	6,470 SF
TOTAL BUILDING AREA:	17,340 SF

PARKING

STANDARD PARKING SPACES:	145 TOTAL
BARRIER FREE PARKING SPACES:	8 TOTAL
TOTAL PARKING SPACES:	155 TOTAL

RESIDENTIAL

RESIDENTIAL TOWNHOUSE	20 UNITS
-----------------------	----------

- SITE LEGEND**
- VEHICULAR TRAFFIC FLOW
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 - EXISTING TREE LINE TO REMAIN
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SHEET REVISIONS

MARK	DATE	DESCRIPTION

**TROY
BIG BEAVER
PLACE**
NEW MIXED USE
DEVELOPMENT

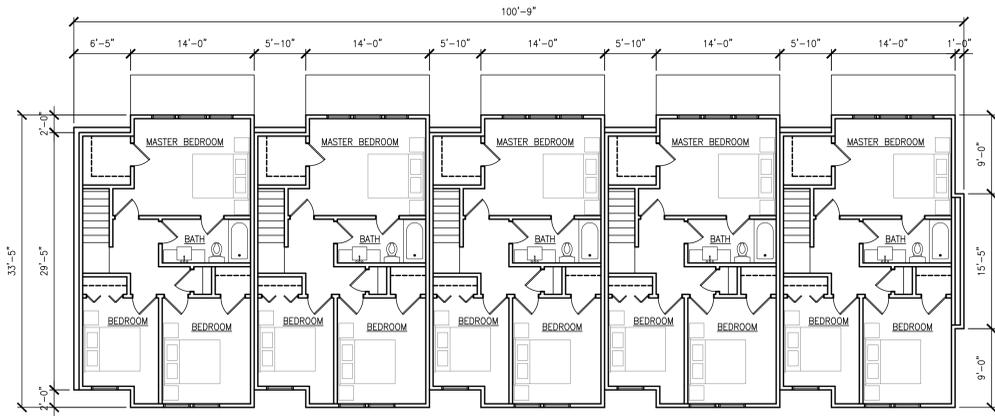
PROJECT ISSUE DATES

04/02/14	PUD Revisions
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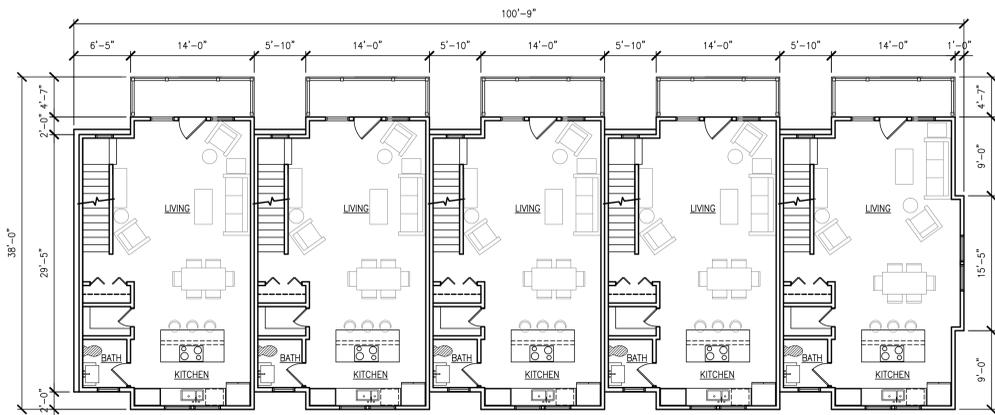
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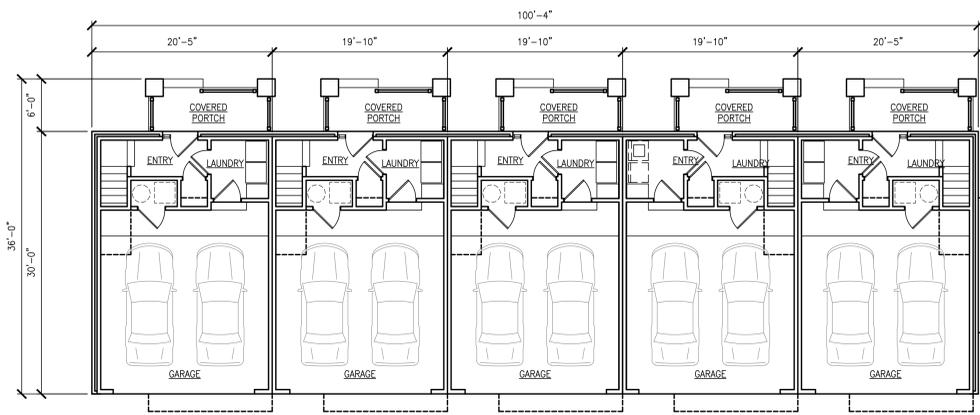
**VEHICULAR &
PEDESTRIAN
CIRCULATION**



3 LEVEL 3 FLOOR PLAN
 Scale: 1/8" = 1'-0"



2 LEVEL 2 FLOOR PLAN
 Scale: 1/8" = 1'-0"

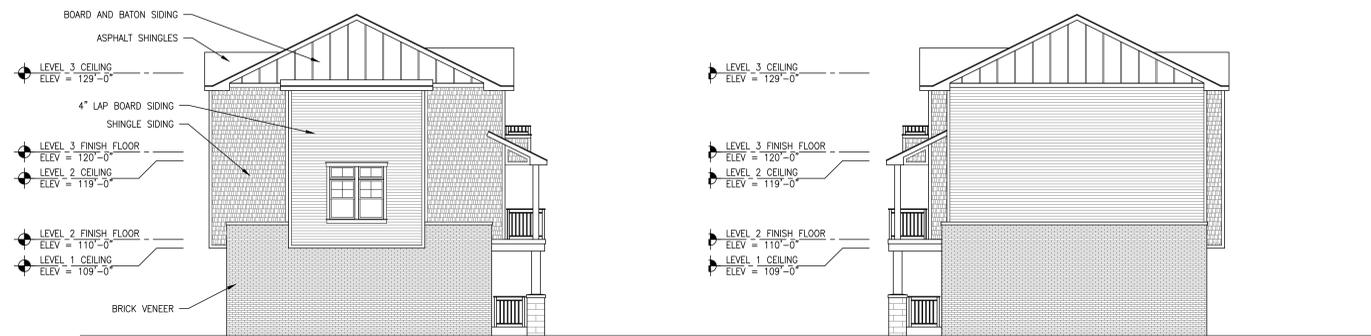


1 LEVEL 1 FLOOR PLAN
 Scale: 1/8" = 1'-0"

20 TOTAL REDISENCE
 5 UNITES PER BUILDING
 3 STORY - 1,460 S.F. RESIDENCE



7 LEVEL 3 FLOOR PLAN
 Scale: 1/8" = 1'-0"



6 LEVEL 3 FLOOR PLAN
 Scale: 1/8" = 1'-0"

5 LEVEL 3 FLOOR PLAN
 Scale: 1/8" = 1'-0"



4 LEVEL 3 FLOOR PLAN
 Scale: 1/8" = 1'-0"

SHEET REVISIONS		
MARK	DATE	DESCRIPTION

TROY BIG BEAVER PLACE

NEW MIXED USE
 DEVELOPMENT

PROJECT ISSUE DATES	
04/02/14	PUD Revisions

DRAWN BY	CHECKED BY	MANAGER
BJB		

BUILDING FLOOR PLANS AND ELEVATIONS