



CITY COUNCIL ACTION REPORT

DATE: August 12, 2008

TO: Phillip L. Nelson, City Manager

FROM: Brian P. Murphy, Assistant City Manager/Economic Development Services
Mark F. Miller, Planning Director

SUBJECT: Public Hearing – Concept Development Plan Approval – Troy Plaza Planned Unit Development (PUD 13) – West side of Crooks, North side of New King (5500 New King), Section 8 – O-M District

Background:

- The Planning Commission recommended Concept Development Plan Approval of PUD 13 at the July 8, 2008 Special/Study meeting.
- The applicant proposes a mixed-use development on the 6.16-acre parcel. The project includes a 5-story, 172-room hotel, with banquet facility and restaurant. The hotel is to be connected via ramped skywalk to 14 extended stay suites, which are located above a 14,000 square foot retail building (including a drive-thru). A stand-alone 3,400 square foot retail building (with a drive-thru) is also proposed on the site. Parking is to be provided using a combination of on-site at-grade parking, on-site decked parking, and shared spaces on adjacent parcels off-site.
- Richard Carlisle of Carlisle/Wortman Associates, Inc., the City's Planning Consultant, prepared a report summarizing the project and recommending Concept Development Plan Approval.
- The proposed PUD meets the Standards for Approval of Section 35.30.00 of the City of Troy Zoning Ordinance.
- The attached report was presented to the Planning Commission at the July 8, 2008 Regular meeting.
- The Concept Development Plan Application was distributed to City Council prior to the August 11, 2008 Regular meeting.

Financial Considerations:

- There are no financial considerations for this item.

Legal Considerations:

- City Council has the authority to act on this application.
- Concept Development Plan Approval will have the effect of rezoning the subject parcel to PUD 13.

Policy Considerations:

- The application is consistent with the following “Outcome Statements” as established at the July 1 special Council meeting:
 - II. Troy adds value to properties through maintenance or upgrades of infrastructure and quality of life venues.
 - III. Troy is rebuilding for a healthy economy reflecting the values of a unique community in a changing and interconnected world.

Options:

- City Council can approve the application for Concept Development Plan Approval.
- City Council can approve the application for Concept Development Plan Approval with conditions.
- City Council can deny the application for Concept Development Plan Approval.

Approved as to Form and Legality:

Lori Grigg Bluhm, City Attorney

Attachments:

1. Maps.
2. Report prepared by Carlisle/Wortman Associates, Inc., dated July 1, 2008.
3. Draft PUD Agreement.
4. Traffic Impact Study Review prepared by HRC, dated May 5, 2008.
5. Traffic Impact Study Review (revised) prepared by HRC, dated May 28, 2008.
6. Planning Commission Minutes from the July 8, 2008 Regular meeting.
7. Public comment.

Prepared by RBS/MFM

cc: Applicant
Richard Carlisle/CWA
File /PUD 13

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REC'D

AUG - 1 2008

PLANNING DEPT.

NORTHEAST
CORNER
SECTION 8,
T 2 N., R 11 E.
FD.CONC.MON.
W/REMON.CAP

LC.R.C.
L17277,P.691 O.C.R.



CROOKS ROAD (150' WIDE)

225.27'(M)

N.02°30'26"W 224.14'(R&M)

EAST 1/4
CORNER
SECTION 8,
T 2 N., R 11 E.
FOUND MON.
LC.R.C.
L17277,P.692 O.C.R.

FOUND
CHISELED "X"

S.02°30'26"E 490.18'

8' CONC.
SIDEWALK

10' WIDE
EASEMENT
FOR
PUBLIC
UTILITIES
PT. 10107,
P. 225,
O.C.R.

POINT OF
BEGINNING

CONCRETE
SIGN 6" WOOD RETAINING WALL

TRAFFIC
POLE

SET
MAGNAIL



S.87°29'34"W 90.00'

S.87°29'34"W 248.90'

CORPORATE DRIVE
(120' R.O.W.)

EASEMENT FOR
INGRESS/EGRESS
(L. 7908, P. 8)

ASPHALT PAVEMENT

EX. 5' WIDE
SIDEWALK

CONCRETE

ASPHALT PAVEMENT

N.87°29'34"E 601.65'

PARCEL ID NO.
20-08-276-002
6.16 AC.

#5500 NEW KING ST.
1-STORY
BRICK BLDG.
37,774 SFT.

CONCRETE
DUMPSTER
AREA

A/C
HEATING
UNITS

BLOCK WALL

ASPHALT CURB

EX. 12' WIDE
WATERMAIN
EASEMENT
L. 11493, P.
510, O.C.R.

Arc - 554.06'
Radius - 352.68'
Delta - 90°00'40"
Ch.Brg. - N.47°30'51"W
498.81'

FOUND
IRON

N.02°30'26"W
137.51'

SET
IRON

NEW KING ST.
(70' wide)

SCALE: 1"=100'



BOUNDARY SURVEY

PART OF THE NORTHEAST 1/4 OF SECTION 8, T-2-N., R-11-E.,
CITY OF TROY, OAKLAND COUNTY, MICHIGAN



Giffels-Webster Engineers, Inc.
ENGINEERS LAND SURVEYORS PLANNERS LANDSCAPE ARCHITECTS
2871 BOND STREET, ROCHESTER HILLS, MI. 48309
(248) 852-3100

DATE:	07/31/08	CHECKED BY:	DATE:	SCALE:	1"=100'
DRAWN:	LDA			SHEET:	1 OF 2
DESIGN:				JOB No:	17572
SECTION:	8	T-2-N., R-11-E.			

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LEGAL DESCRIPTION

(PER RECORDED DEED 38379, PAGE 858, OAKLAND COUNTY RECORDS)

A PARCEL OF LAND LOCATED IN THE NORTHEAST $\frac{1}{4}$ OF SECTION 8, T-2-N., R-11-E, CITY OF TROY, OAKLAND COUNTY MICHIGAN, DESCRIBED AS: BEGINNING AT A POINT N.02° 30'26"W., 224.14' FEET ALONG THE SECTION LINE IN CROOKS ROAD AND S.87° 29'34"W., 90.00 FEET TO THE WEST RIGHT OF WAY LINE, FROM THE EAST $\frac{1}{4}$ CORNER OF SAID SECTION 8; THENCE S.87° 29'34"W., 248.90 FEET; THENCE 554.06 FEET ALONG THE ARC OF A CURVE TO THE RIGHT (CHORD BEARING N.47° 30'51"W., 498.81 FEET, RADIUS 352.68 FEET,) THENCE N.02° 30'26"W., 137.51 FEET; THENCE N.87° 29'34"E., 601.65 FEET; THENCE S.02° 30'26"E., 490.18 FEET ALONG THE WEST RIGHT OF WAY LINE OF SAID CROOKS ROAD (150' WIDE) TO THE POINT OF BEGINNING AND CONTAINING 268,226 SQUARE FEET OR 6.16 ACRES.

SIDWELL *20-08-276-002

I HEREBY CERTIFY THAT I HAVE SURVEYED AND MAPPED THE LAND HEREON PLOTTED AND DESCRIBED DURING JULY, 2008, AND THAT THE RATIO OF CLOSURE ON THE UNADJUSTED FIELD OBSERVATIONS OF SUCH SURVEY WAS 1 IN 64,400; THAT THE BEARINGS FOR THIS SURVEY ARE BASED ON DESCRIPTION OF RECORD, AND THAT ALL OF THE REQUIREMENTS OF P.A. 132, 1970, AS AMENDED, HAVE BEEN COMPLIED WITH.

Leyla D. Ahmed
 LEYLA D. AHMED P.S. 49294



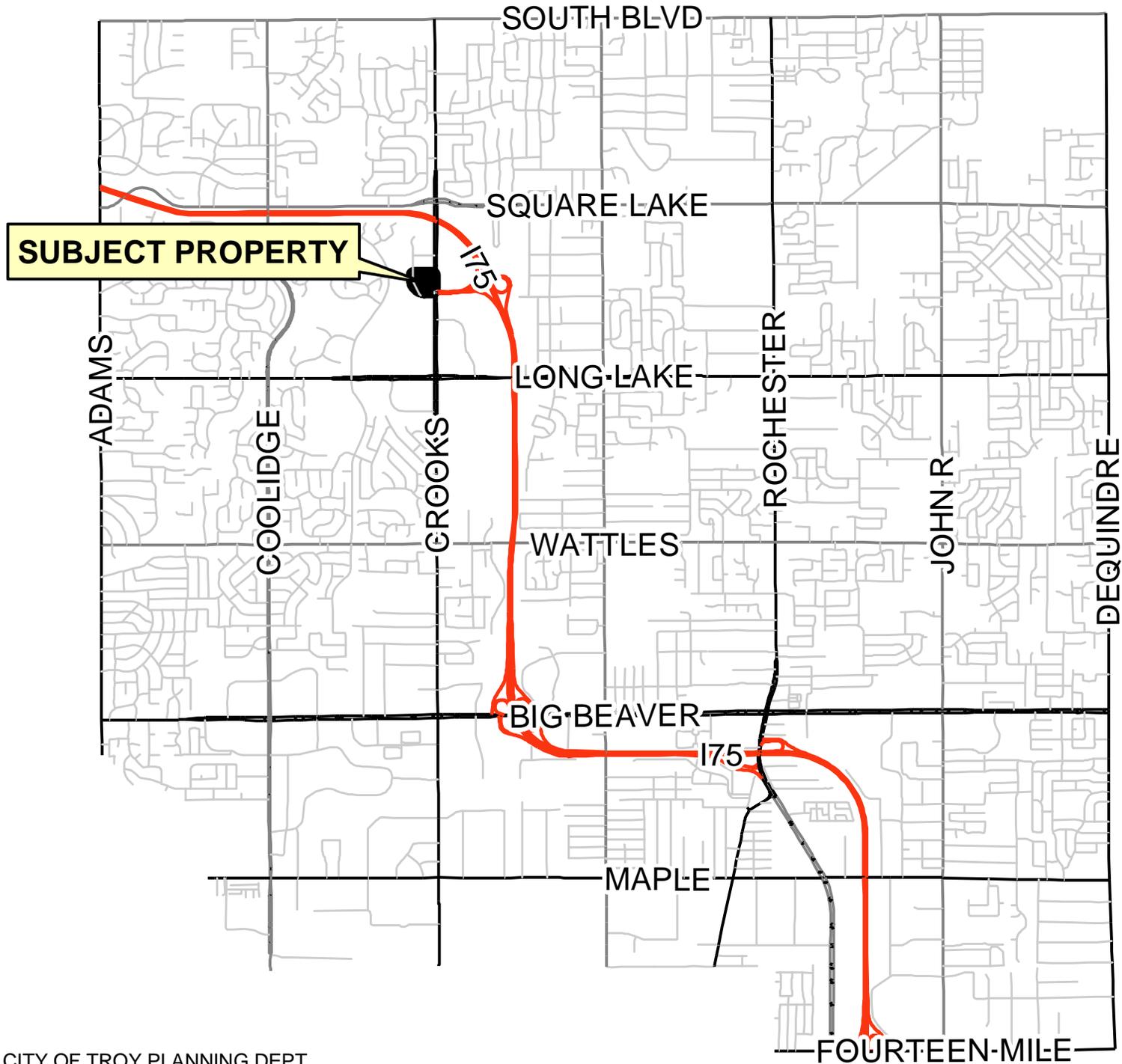
BOUNDARY SURVEY

PART OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 8, T-2-N., R-11-E., CITY OF TROY, OAKLAND COUNTY, MICHIGAN

GWE
Giffels-Webster Engineers, Inc.
 ENGINEERS LAND SURVEYORS PLANNERS LANDSCAPE ARCHITECTS
 2871 BOND STREET, ROCHESTER HILLS, MI. 48309
 (248) 852-3100

DATE: 07/31/08	CHECKED BY	DATE	SCALE: 1"= 100'
DRAWN: LDA			SHEET: 2 OF 2
DESIGN:			JOB No: 17572
SECTION: 8	T-2-N., R-11-E.		

CITY OF TROY



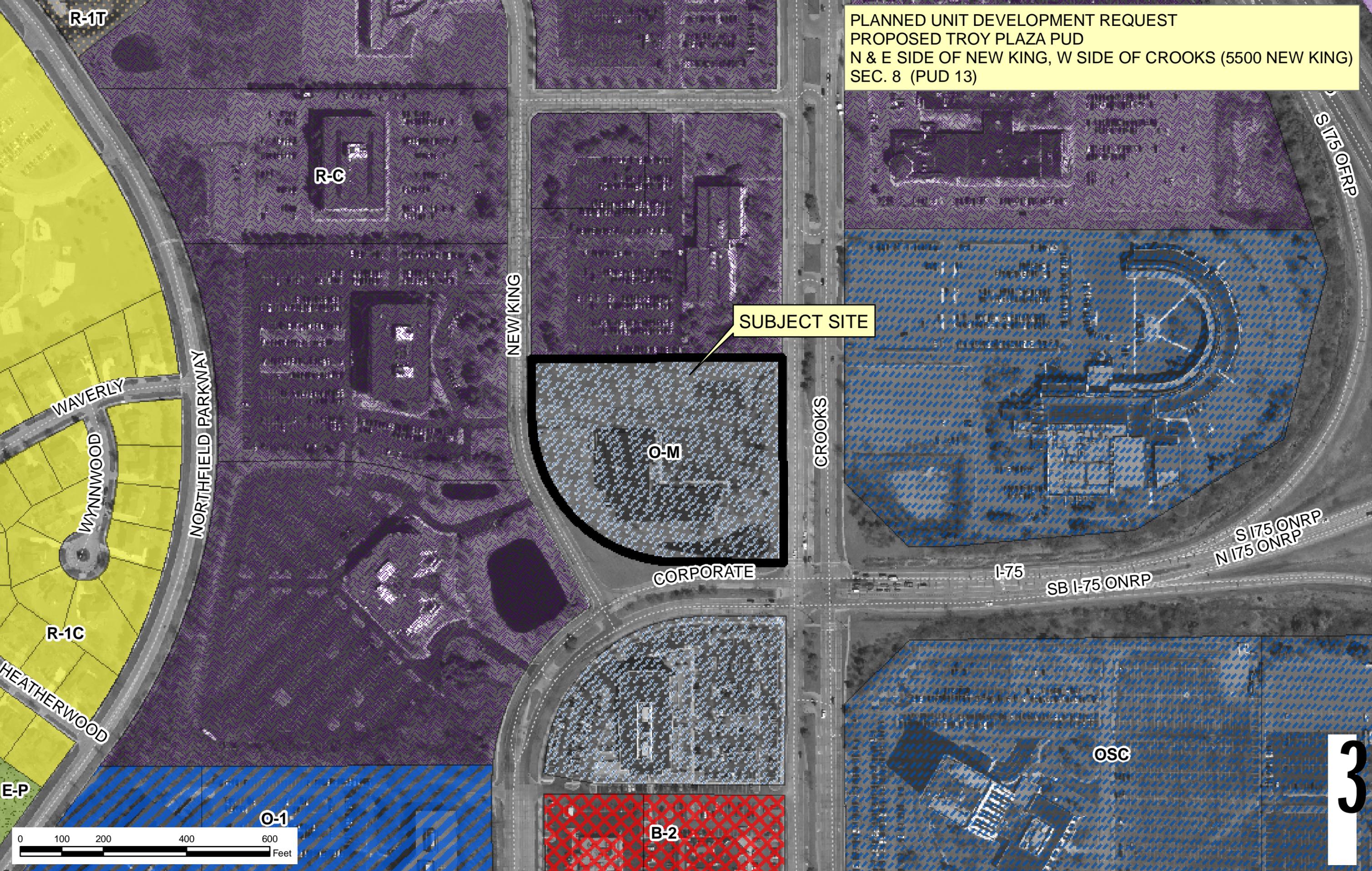
PLANNED UNIT DEVELOPMENT REQUEST
PROPOSED TROY PLAZA PUD
N & E SIDE OF NEW KING, W SIDE OF CROOKS (5500 NEW KING)
SEC. 8 (PUD 13)

SUBJECT SITE



0 100 200 400 600 Feet

PLANNED UNIT DEVELOPMENT REQUEST
PROPOSED TROY PLAZA PUD
N & E SIDE OF NEW KING, W SIDE OF CROOKS (5500 NEW KING)
SEC. 8 (PUD 13)



SUBJECT SITE

O-M

CORPORATE

B-2

OSC

R-1T

R-C

WAVERLY

WYNNWOOD

NORTHFIELD PARKWAY

NEW KING

CROOKS

S I75 OFRP

S I75 ONRP
N I75 ONRP

I-75

SB I-75 ONRP

R-1C

HEATHERWOOD

E-P

O-1



3



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

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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: May 12, 2008
Rev: July 1, 2008

Planned Unit Development/Site Plan Review For City of Troy, Michigan

GENERAL INFORMATION

- Applicant** Ron Asmar, Tinelle Properties, LLC
- Project Name:** Troy Plaza PUD
- Plan Date:** April 10, 2008
- Revised:** June 12, 2008
- Location:** 5500 New King Street, at the intersection of Crooks Road and Corporate Drive
- Zoning:** O-M, Office Midrise
- Action Requested:** Planning Commission review and recommendation to the City Council for approval of the Concept Development Plan. The procedure for review and approval of a PUD is a three-step process:
- The first step is an application for and approval of a Concept Development Plan, along with a Development Agreement. The Concept Development Plan and Development Agreement are approved by the City Council following recommendation of the Planning Commission. Such action, if and when approved, shall confer upon the applicant approval of the Concept Development Plan and shall rezone the property to PUD in accordance with the terms and conditions of the Concept Development Plan approval.
 - The second step of the review and approval process is 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. City Council shall have the final authority to approve and grant Preliminary Development Plan approvals, following a recommendation by the Planning Commission.

- The third step of the review and approval process is 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 are submitted to the Planning Department for administrative review, and the Planning Department, with the recommendation of other appropriate City Departments, has final authority for approval of such Final Development Plans.

Required Information: Deficiencies are noted throughout this review.

PROJECT, SITE DESCRIPTION, AND CONCEPT PLAN

We are in receipt of a revised full conceptual submittal for the Troy Plaza mixed use PUD at the corner of Crooks Road and Corporate Drive. This revised conceptual plan has been provided in response to issues raised in our initial report on this project, dated May 12, 2008, a review provided to the City by Hubbell Roth and Clark, and the items discussed with the applicant at a meeting on May 20, 2008 at City Hall. We provided comments on a May 22, 2008 single sheet submittal demonstrating potential changes to the site plan in a memo dated May 28, 2008. The new full submittal incorporates changes demonstrated in the May 22 single sheet submittal.

Since the original full submittal, the applicant has made a number of changes to the conceptual plans that include:

- The proposed central driveway has been changed to two-way traffic for the entire length from the north to south boundary of the project. We support this change in that it will better allow for loading and unloading for the mixed-use building, safer entry and exit for the drive-through lanes, and a more logical and practical layout.
- The stacking lanes and circulation pattern for the proposed stand-alone building at the southeast corner of the property has been revised; it is now a 360 degree drive-through design, separating it from the other drive through stacking area along the west façade of the mixed-use building. We support this change in that it will no longer be necessary to circle around the large mixed-use building to access the drive-through and fewer conflicts with the drivers accessing the mixed-use building may occur.
- The proposed south driveway access to Corporate Drive has been moved west to expand the distance between the driveway and Crooks Road. This has also resulted in a reconfiguration of the driveway in the southern portion of the property, separating it from the parking lot at the southeast corner of the project. This has allowed the drive-through to exit into a parking area rather than the main north-south drive.

- The south driveway on New King Street has been relocated to be directly opposite the existing driveway on the west side of New King Street, resulting in a minor reconfiguration of the parking area there.
- The sidewalk network has been slightly revised in keeping with other changes and is now less impacted by the proposed drive-throughs as a result of their reconfiguration.
- A portion of the proposed parking spaces within parking easements on adjacent properties has been reduced to 306 spaces; however, the plans now indicate that 150 of those spaces will be available starting at 5 p.m.

The proposed Planned Unit Development (PUD) includes a 172 room hotel tower with a restaurant and banquet facility, a 14,000 square foot retail building with a drive through and 28 extended stay suites above, and a separate 3,400 square foot drive through restaurant building. The site is currently occupied by a vacant single-story structure and a surface parking lot. The site is 6.16 acres in area. The project is proposed in two phases.

Located on a site that is currently unused, the proposed project could supply lodging and meeting space for Troy businesses. While hotels and motels are permitted in the O-M District as uses subject to special use approval; they must meet a series of conditions. If developed under conventional zoning as a special land use, a hotel in the O-M District, they must be on a 5 acre or larger site, must have no less than 200 rooms or suites, have meeting room facilities accommodating 800 persons, and restaurant facilities accommodating a minimum of 250 persons. The 172 hotel rooms and 28 extended stay suites allow the project to meet the minimum number of rooms, and the site is over 5 acres in area. However, the proposed restaurant would house only 102 customers, and the proposed banquet facilities would accommodate only 700, therefore the project could not be permitted as proposed under current zoning.

The retail portion of the project would be permitted as a principal permitted use in the O-M District. While restaurants are also permitted in the O-M District, drive through facilities are not allowed, and therefore the retail and restaurant portion of the project could not be permitted as designed under the current zoning.

The project would also require a series of deviations from the dimensional and parking requirements of the O-M District. Given these proposed use and dimensional deviations, the applicant has elected to pursue PUD approval for this project.

Items to be Addressed: None

NEIGHBORING ZONING AND LAND USE

The site is located within an existing O-M zone. A similar O-M District is located immediately south of the site across Corporate Drive. Two larger OSC District areas are situated on the north and south sides of the Interstate 75 interchange ramps on the east side of Crooks Road. The area to the north and to the west, across New King Street are zoned R-C, Research Center District.

Nearby land uses include a variety of office and research center uses, a small collection of retail establishments, and the Interstate. There are also existing hotels to the east on either side of the Interstate 75 ramp. A residential area is located to the west, on the opposite side of the office development immediately west of the site.

Items to be Addressed: None

MASTER PLAN

The Master Plan designations for the site and surrounding area largely replicate current zoning. The subject site and immediate surrounding area is designated Office Research. Across Corporate Drive to the south is a small area planned for Office Service use. A combination of Mid-Rise Office, High-Rise Office, and Office/Research is located immediately east of the site across Crooks Road, surrounding the Interstate 75 ramp. Two elements of the proposed combination of uses, a hotel and retail, would be permitted as a special use and permitted use in the zoning districts associated with this future land use category, however, the drive through restaurants would not be permitted.

Items to be Addressed: None.

PUD STANDARDS

The PUD provisions of the Zoning Ordinance are found in article XXXV. Criteria are set forth in Section 35.30.00 for consideration of a PUD project as a PUD. The following are our comments:

Section 35.30.00, A. The proposed development shall be applied for by a person or entity that has the legal right to execute a binding agreement concerning all process on the development.

The application lists the owner as Ron Asmar, the applicant.

Section 35.30.00, B.: The applicant shall demonstrate that through the use of the PUD option, the development will accomplish a sufficient number of the following objectives, as are reasonably applicable to the site, providing:

1. A mixture of land uses that would otherwise not be permitted without the use of the PUD provided that other objectives of this Article are also met.

The project includes a mix of uses. Given the current underlying zoning, O-M District, hotels and motels are permitted as a use subject to special use and retail and restaurant uses could be permitted as principal uses. However, conditions and specific requirements for these uses would not permit them to be developed as designed in this proposal without the PUD option.

2. A public improvement or public facility (e.g. recreational, transportation, safety and security) which will enhance, add to or replace those provided by public entities, thereby furthering the public health, safety and welfare.

The proposed hotel use does not constitute a public facility dedicated towards recreation transportation, safety or security. While the addition of a hotel use in the area may be a welcome addition for the adjacent office developments, and could contribute to the overall health of the surrounding development there, it does not specifically provide a public benefit which will directly enhance add to or replace those provided by public entities, thereby furthering the public health, safety and welfare.

3. A recognizable and material benefit to the ultimate users of the project and to the community, where such benefit would otherwise be infeasible or unlikely to be achieved absent these regulations.

The addition of a hotel in this area would contribute to the overall well being of the large-scale office developments in the area, as it would provide lodging for visiting professionals. This is especially true given the project's walkable design, easily access, and inclusion of a collection of restaurants and retail uses for visitors.

This project also includes a collection of other restaurant uses and retail spaces. The proposed mix of uses increases overall benefit of the project overall by providing dining and service, all within walking distance. The proposed combination of uses will be unable to meet all parking and dimensional requirements of the Ordinance under conventional zoning.

4. Long term protection and preservation of natural resources, natural features, and historic and cultural resources, of a significant quantity and/or quality in need of protection or preservation, and which would otherwise be unfeasible or unlikely to be achieved absent these regulations.

The site is currently developed. The development would improve this condition by adding open space, landscaping, and stormwater management benefits.

5. A compatible mixture of open space, landscaped areas, and/or pedestrian amenities.

The project would improve on the existing conditions in this regard and does include small pockets of open space and landscaped areas. While it does not provide a great deal of open space, it does make effective use of the remaining open areas for stormwater management and for landscape features.

The project does include a useful pedestrian network, connecting the primary hotel to the extended stay suites via a skywalk. It also allows for effective, safe pedestrian access between the hotel and retail components, using a traffic island for a pedestrian respite point in order to bridge across the area adjacent the corner of the proposed stacking lanes. Given the high vehicle traffic likely to use this area, the surface pedestrian network takes an acceptable route between these major components of the site plan. Complements by the proposed skywalk, effective cross-access should be accommodated. The project also includes sidewalks around its entire perimeter, adequately connected to the uses within.

6. Appropriate land use transitions between the PUD and surrounding properties.

Given the nonresidential character of the area, we do not believe that any land use transition issues will be created by the development of a hotel, retail, and restaurants at this location and that the proposed project would be largely compatible with the overall area in terms of use.

7. Design features and techniques, such as green building and low impact design, which will promote and encourage energy conservation and sustainable development.

The project narrative and conceptual plan indicates that the project intends to promote green building techniques and low impact design. The conceptual plan indicates that green roofs will be part of the final design and that the project designers will seek LEED Certification for the project. Another benefit is the redevelopment of an underutilized surface parking lot and vacant building for a positive economic return, and which will improve the condition of the site with regard to permeability and stormwater management. The project includes bioswales designed to assist with pretreatment of stormwater runoff. Given the conceptual level of detail offered with this submittal, it is unclear what other green development practices are proposed by the applicant.

8. Innovative and creative site and building designs, solutions and materials.

The proposed PUD includes a hotel connected via a skyway to the upper level of a three-story structure. The connected upper level will house extended stay units, and will be located above retail and restaurant uses. The site plan includes an integrated parking structure, a thorough pedestrian network, and unprogrammed open space with distinct landscape features. This approach creates a compact, integrated development that maximizes the use of the property.

9. The desirable qualities of a dynamic urban environment that is compact, designed to human scale, and exhibits contextual integration of buildings and city spaces.

As noted in the previous response, this project does have a strong emphasis on street activity, mixed use, and pedestrians. It is designed to provide a gateway into the City of Troy and create a visually memorable landmark for the Interstate 75 exit. The proposed building designs are appropriate. The project provides an opportunity to maximize the impact this site has on the City, and bring maximum visibility to the uses on the site and in the immediate area.

10. The PUD will reasonably mitigate impacts to the transportation system and enhance non-motorized facilities and amenities.

The City of Troy has retained a traffic consultant to provide a detailed review with regard to traffic impact and mitigation measures. Please refer to the section of this report entitled "site access and circulation."

11. For the appropriate assembly, use, redevelopment, replacement and/or improvement of existing sites that are occupied by obsolete uses and/or structures;

This project will be redeveloping what is a vacant structure and parking lot. Therefore, the project does allow for the positive redevelopment of an obsolete use.

12. A complementary variety of housing types that are in harmony with adjacent uses;

No permanent housing is proposed as part of this project.

13. A reduction of the impact of a non-conformity or removal of an obsolete building or structure.

Please refer to comment #11 above.

14. A development consistent with and meeting the intent of this Article; and will promote

the intent of the plan meeting the requirements of the Municipal Planning Act or the intent of any applicable corridor or sub-area plans. If conditions have changed since the plan, or any applicable corridor or sub-area plans, were adopted, the uses shall be consistent with recent development trends in the area.

As mentioned earlier, the proposed project represents a use which is complementary to the primary future land use designation for the area, and therefore meets the Master Land Use Plan designation.

15. Includes all necessary information and specifications with respect to structures, heights, setbacks, density, parking, circulation, landscaping, amenities and other design and layout features, exhibiting a due regard for the relationship of the development to the surrounding properties and uses thereon, as well as to the relationship between the various elements within the proposed Planned Unit Development. In determining whether these relationships have been appropriately addressed, consideration shall be given to the following:

- A. The bulk, placement, and materials of construction of the proposed structures and other site improvements.

The site plan includes conceptual drawings of the proposed buildings, but detailed drawings that adequately describe materials of construction have not yet been provided. The hotel tower and retail buildings appear to make extensive use of glass curtain walls and stone.

- B. The location and screening of vehicular circulation and parking areas in relation to surrounding properties and the other elements of the development.

The project incorporates parking all around its perimeter. Two rows of parking are situated along Crooks Road. We support the incorporation of a parking structure and the concealment of the service drive and stacking areas for the proposed drive through uses.

- C. The location and screening of outdoor storage, loading areas, outdoor activity or work areas, and mechanical equipment.

Typical screening measures are shown on the site plan in the landscaping plans and detail sheets. Dumpster pads and loading and unloading areas are integrated throughout the project in accessible but unobtrusive areas.

- D. The hours of operation of the proposed uses.

Hours of operation for hotel uses are 24 hours a day, with typical busy times in the check-in and check-out windows. The retail and restaurant uses will likely have hours running until mid to late evening.

- E. The location, amount, type and intensity of landscaping, and other site amenities.

The submittal adequately describes the proposed concept landscaping plan.

16. Parking shall be provided in order to properly serve the total range of uses within the Planned Unit Development. The sharing of parking among the various uses within a Planned Unit Development may be permitted. The applicant shall provide justification to

the satisfaction of the City that the shared parking proposed is sufficient for the development and will not impair the functioning of the development, and will not have a negative effect on traffic flow within the development and/or on properties adjacent to the development.

Please refer to the section of this report entitled Parking and Loading. The project relies heavily on landbanked and shared parking to meet minimum requirements and anticipated demand.

17. Innovative methods of stormwater management that enhance water quality shall be considered in the design of the stormwater system.

As indicated earlier, the project does include bioswales. The project also includes a detention basin and an underground stormwater storage area to accommodate large rain events. The inclusion of green roofs in the project will also reduce the rate of stormwater runoff.

18. The proposed Planned Unit Development shall be in compliance with all applicable Federal, State and local laws and ordinances, and shall coordinate with existing public facilities.

On the basis of the information provided all applicable laws and ordinances will be observed.

Items to be Addressed: None

AREA, WIDTH, HEIGHT, SETBACKS

The site slopes from west to east, allowing the buildings to be situated with offset heights. That is, the first story of the hotel building would connect via a skywalk to the second story of the extended stay suite and retail mixed use building.

The applicant has outlined a series of estimated anticipated deviations from the underlying dimensional requirements of the O-M District that are requested as part of this PUD submittal. The anticipated deviation would be an insufficient north setback. Only about 62 feet are provided, but 93 would be required, resulting in a proposed 31-foot encroachment into the setback along the north property boundary.

The dimensional requirements and proposed dimensions are as described on the following page:

	<u>Required:</u>	<u>Provided:</u>
<i>Lot Area</i>	5 acres	6.16 acres
<p>Setbacks: 30 feet for all sides plus one additional foot for every foot in building height when the property abuts another non-residential property. (If a building is five stories or 75 feet in height, the minimum setback is 50 feet at the 4th story and above, with an additional foot for every foot of height above 30 feet when abutting a non-residential property.)</p>		
<i>New King Frontage</i>	Hotel: 50 feet plus 1 foot for every foot above 30 feet, in this case, 42.33, or 43 additional feet (at the 4 th story and above). A minimum of 93 feet of setback is required. For the single story building, 30 feet are required.	73 feet from the banquet center portico (first level), 93 feet from the main building The site plan meets the New King frontage setback.
<i>Crooks Frontage</i>	Three story mixed use building: 30 feet plus 1 foot for every foot above 30 feet, in this case, 13.33, or 14 additional feet. A minimum of 44 feet of setback is required. For the single story building, 30 feet are required.	103 feet. The site plan meets the Crooks Road setback.
<i>North Boundary</i>	Hotel: 50 feet plus 1 foot for every foot above 30 feet, in this case, 42.33, or 43 additional feet. A minimum of 93 feet of setback is required.	62 feet. The site plan is deficient 31 feet from the required north boundary setback.
Building Height	Minimum of 3 stories for 80 percent of the project; setback requirements are tiered for building higher than 30 feet.	<ul style="list-style-type: none"> • Hotel: 5 stories • Mixed use building: 3 stories • Stand alone drive-through building: 1 story

Items to be Addressed: None.

PARKING, LOADING

The applicant has submitted a description of proposed parking that requires the application of shared parking. Given the different peak demands for parking for the hotel, retail, restaurant and adjacent office uses, this does likely present a good opportunity to reduce overall surface parking and use the shared approach. The applicant has included a revised self-directed parking study in their submittal package.

The applicant's parking study and schedule provides the following information about parking for the proposed project:

Phase 1:

87 required spaces

- Retail portion of mixed-use building: 14,000 square feet at one space per 200 square feet = 70 required spaces
- Retail portion of separate retail building: 3,400 square feet at one space per 200 square feet = 17 required spaces

97 surface spaces provided in surface lots

Phase 2:

695 required spaces

- Hotel: 200 rooms and 18 staff = 218 spaces required
- 102 seat restaurant at 1 space per 2 seats plus 1 space for every 10 seats = 61 spaces
- 2,100 square foot meeting rooms: 300 seats (7 square feet per person) at one space for every 2 seats (150 spaces) plus one space for every ten seats (30 spaces) for 180 required spaces.
- 5,900 square foot banquet rooms: 393 seats (15 square feet per person) at one space for every 2 seats (197 spaces) plus one space for every ten seats (40 spaces – the applicant's submittal incorrectly rounds down to 39) for 237 requires spaces.

611 surface spaces provided in:

- surface lots (92 spaces)
- garage spaces (196 spaces)
- landbanked parking (17 spaces)
- parking easements for shared parking (306 spaces)

The total parking required for this project, including both phases, would be **782** spaces. The applicant has provided **708** spaces.

Given that parking for the proposed project cannot be met on the site due to constraints in the site's area, the applicant intends to utilize shared parking for the project. The proposed shared parking would total 306 spaces, 150 of which would be available for use between 5 p.m. and 2 a.m. on weekdays, and 156 of which would be available between 7 p.m. and 2 a.m. on weekdays. All 306 spaces would be available all day and night on weekends.

The applicant's parking study, conducted by Metro Transportation Group, concludes that the only period when the on-site parking would be exceeded by demand is between 6 pm and 7 pm (a 22 space deficiency) and when the banquet facility would be in use, after 7 pm. The study is based on The Institute of Transportation Engineers' *Parking Generation Manual* and on the Urban Land Institute's *Shared Parking* publication. In the case of the latter, the study takes into

account the time-of-day variations and peak hour demands of the proposed uses. Even though the proposed parking and shared parking would not meet minimum Ordinance requirements under conventional zoning, this study reveals that the parking proposed under the PUD option would be adequate to meet anticipated demand in that the peak hours of the various uses do not coincide.

The highest demand for parking could occur on a weeknight evening if the banquet center is occupied and hotel is full. The surplus parking provided by the shared parking easement (306 spaces) should now be sufficient to meet that peak hour demand in that a portion of those spaces would now be available starting at 5 p.m.

The two proposed drive through lanes include stacking areas. Both lanes provide at least 8 stacking spaces, meeting ordinance requirements. The applicant has significantly revised the layout of the proposed drive-throughs to reduce circulation conflicts and enhance efficiency.

Items to be Addressed: None.

SITE ACCESS AND CIRCULATION

The existing site is served by a driveway on Crooks Road and a driveway on New King Street. The proposal includes four driveways in total, reusing the Crooks Road driveway in its current location. The remaining three driveways would be along the south and west portions of the site. The existing driveway on New King Street would be relocated to the extreme north end of the site, and a new driveway would be added close to the Corporate Drive and New King Street intersection. A final driveway would be added at the extreme south end of the site, off of Corporate Drive.

The City's traffic consultant, Hubbell Roth and Clark, issued an analysis of this project in a letter dated May 5, 2008. It states that the proposed reuse of the driveway to Crooks Road would be acceptable, but the remaining driveways raise concerns.

In response to Hubbell Roth and Clark, the applicant moved the new south driveway on New King Street to be directly opposite the existing driveway to the west, eliminating the potential inadequate offset condition. The proposed driveway on Corporate Drive was moved west, further from Crooks Road.

Items to be Addressed: None.

ESSENTIAL SERVICES

The application includes a summary of proposed utility connections. The applicant intends to connect the site to the existing 8 inch water main on New King Street and provide a loop around the site. The on-site water system would then connect to the existing 12 inch water main in the greenbelt area along the north side of Corporate Drive.

A new 8 inch sanitary sewer line will connect to the existing 8 inch sewer line in the greenbelt area along the north side of Corporate Drive.

We defer to the City Engineer in this regard.

Items to be Addressed: Consult with City Engineer with regard to water and sewer service.

RECOMMENDATIONS

We believe the innovative design and appropriate mix of uses included in this project largely complement the surrounding area. The PUD option allows the City to permit a compact, higher-density project that incorporates a number of complementary uses that would be highly beneficial in this office and research dominated area.

This revised submittal has addressed our primary concerns: parking, site access and internal circulation, through the use of revised drives and driveways, and by revising the shared parking plan to make a sufficient portion of those spaces available at 5:00 p.m. Therefore, we recommend the Planning Commission recommend to the City Council that the Concept Development Plan be approved.

CARLISLE/WORTMAN ASSOCIATES, INC.



Richard K. Carlisle, PCP

225-02-2603

RKC: zb

TROY PLAZA

**STATE OF MICHIGAN
COUNTY OF OAKLAND
CITY OF TROY**

**DEVELOPMENT AGREEMENT FOR “TROY PLAZA”
PLANNED UNIT DEVELOPMENT**

This Development Agreement (“Agreement”), dated _____, 2008 is entered into by and between **Tinelle Properties, LLC**, a Michigan limited liability company, whose address is 18700 W. 10 Mile Road, Southfield, Michigan (“Developer”), and the **City of Troy**, a Michigan municipal corporation, having its principal offices at 500 W. 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, containing approximately 6.16 acres, located on the west side of Crooks Road and north of Corporate Drive, which is more particularly described in Exhibit A hereto (the “Property”).

B. The Property contains a long-vacant and obsolete office building that has or will be demolished by Developer as part of the project described below.

C. Developer petitioned for an amendment to the City’s Zoning Ordinance granting a rezoning of the Property to Planned Unit Development (“PUD”), in order to develop a mixed-use project consisting of a boutique hotel, banquet/meeting room, extended stay hotel suites and retail uses (the “Project” or the “Troy Plaza PUD”). Developer has received Concept Development Plan approval from City Council for the rezoning of the Property to PUD as required by Article XXXV of the City’s Zoning Ordinance.

D. In connection with the grant of rezoning of the Property to PUD, Section 35.50.01 E of the City's Zoning Ordinance requires the execution of a Planned Unit Development Agreement which incorporates the Concept Development Plan, including site plans, landscaping plans and other documents enumerated as PUD Documents, as defined below and which requires Concept Development Plan Approval by City Council as part of the grant of rezoning of the Property to PUD. As part of Concept Development plan approval, Developer has offered and agreed to make the improvements and 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 Project will be capable of accommodating increased services and facility loads caused by the Project, (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 improvements and development to be undertaken on the Property, once City Council has granted rezoning to Troy Plaza Planned Unit Development and approved this Agreement and the Concept Development Plan, including final site plans, landscaping plans and the other PUD Documents, this Agreement is effective on the date the City's Zoning Ordinance is amended to grant rezoning of the Property to PUD (the "Effective Date") and to be binding upon the City, the Developer, and their successors and assigns.

NOW, THEREFORE, as an integral part of the grant of the rezoning of the Property to Troy Plaza 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, incorporates all PUD Documents, and shall run with the land. Reference in this Agreement or any PUD Documents to "Developer" shall include Developer's respective 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. The terms and conditions of this Agreement shall be considered "Deed Restrictions" for any successors or assigns of the Property, and shall be incorporated by reference in any master deed or other restrictions created in connection with the development and/or use of the Property.

1.2 The Property shall be developed and improved only 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. The Troy Plaza Planned Unit Development Concept Development Plan Application, submitted by Developer to the Planning Department on July 18, 2008. Information included in the Concept Development Plan Application includes but is not limited to the following:

1. The following plans prepared by Moiseev/Gordon Associates, Inc. (“MGA”):

- (a) SP-1 Sheet Schedule Location Plan
- (b) SP-2 Site Plan
- (c) A-1 Lower Level Floor Plan
- (d) A-2 First Floor Plan
- (e) A-3 Typical Floor Plan 2, 3, & 4
- (f) A-4 Fifth Floor Plan
- (g) A-5 Retail & Extended Stay Suites Floor Plans
- (h) A-6 South and West Elevations
- (i) A-7 North and East Elevations

2. The following plans prepared by Giffels-Webster Engineers, Inc. (“GWE”):

- (a) SP-01 Conceptual Development Plan Cover Sheet
- (b) SP-02 Topographic Survey
- (c) SP-03 Demolition Plan
- (d) SP-04 Utility Plan
- (e) SP-05 Geometric Plan
- (f) SP-06 Preliminary Grading Plan
- (g) SP-07 Details
- (h) L-1 Landscape Plan

C. Any and all conditions of the approval of the City Council pertaining to the Troy Plaza Planned Unit Development Conceptual Development Plan as specifically reflected in the resolution of the official minutes of the meeting at which such approval is granted.

- D. 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 or lease of any portion of the Project, containing the legal description of the entire Property, specifying the date of Concept Development Plan approval and rezoning of the Planned Unit Development by City Council, 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 Troy Plaza Planned Unit Development.

1.3 The Ordinance amendment granting the Troy Plaza 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 The Preliminary Development Plan (PDP) application submitted per the requirements of Section 35.50.02 of Chapter 39, ARTICLE XXXV of the City's Zoning Ordinance, shall meet and conform to the criteria of the Conceptual Development Plan. The Final Development Plan application submitted per the requirements of Section 35.50.03 of Chapter 39, ARTICLE XXXV of the City's Zoning Ordinance, shall meet and conform to the criteria of the Conceptual Development Plan and Preliminary Development Plan.

2.2 Developer shall have the right to develop the Property in accordance with the PUD Documents as per Chapter 39, ARTICLE XXXV of the City's Zoning Ordinance. Any changes to the Plan shall be approved in accordance with the PUD Documents and the City's Zoning Ordinance.

2.3 The Project shall be developed in two phases. The first phase (Phase I) shall consist of up to 28 extended stay hotel suites, and a maximum of 17,400 square feet of retail. Phase I shall also include a two story parking structure , drop-offs and drive-throughs as shown on Sheet SP-2 Site Plan. The second phase (Phase II) shall be a proposed 5 story full service hotel containing not more than 172 rooms as shown on Sheet SP-2 Site Plan, which will seat a 102 person restaurant. Phase II shall also include a walk way connecting the Phase I development to the Phase II development.

2.4 List of Conditions Offered in Exchange for PUD Consideration. As part of the PUD approval and as conditions of said approval and to satisfy the PUD zoning standards, Developer shall do the following: (a) demolish the vacant and obsolete office building on the Property; (b) construct a 30' landscaped buffer along New King Street and a 25' landscaped buffer along Crooks Road; (c) minimize the amount of impervious surfaces and a "sea of parking" by construction and utilizing two parking decks and entering into a shared parking agreement binding on the parties and successors with the owners of the properties adjacent to the Troy Plaza PUD for 316 parking spaces as identified in the correspondence dated May 10, 2008,

and included with the PUD application; (d) integrate the various buildings and uses on the Property with common architectural standards and controls; (e) develop the Project using green building practices, including a green roof design and bioswales with native plantings; (f) erect a ramped skywalk between the extended stay/retail uses and the hotel, conference center and restaurant uses; (g) include pedestrian site amenities, including green spaces and a water feature; and (h) create a mixed use and integrated development by combining extended stay and retail uses in the same building structure. The public benefit provided by Developer shall, in addition to the items set forth above, include the elimination of existing blight by redevelopment of the Property with desirable and compatible land uses that provide a logical transition with the surrounding properties, and the creation of an attractive gateway to the City of Troy.

2.5 If the Developer should determine to sell or lease parts of the Project in the form of a business condominium, Developer shall submit to the Troy City Attorney the proposed Master Deed and Bylaws for the Project (collectively the “Master Deed”) for review and approval. If the Master Deed satisfies the requirements of this Development Agreement and other applicable City ordinances then approval shall not be unreasonably withheld. The Master Deed shall acknowledge that each unit owner and the Condominium Association (the “Association”) identified therein will be bound by the terms and provisions of this Agreement. The Master Deed shall comply with all statutes of the State of Michigan and City Ordinances and be recorded with the Oakland County Register of Deeds after the Effective Date of the amendment of the Zoning Ordinance to rezone the Property to PUD.

2.6 The Master Deed shall obligate the Association to maintain the general common elements of the Project, as more particularly set forth in the Master Deed, in good working order and appearance, including, without limitation, storm water drainage and retention facilities, private roadways, landscaping, parking areas, sidewalks, water features, common structures and facilities, and common areas or elements. In addition, the Master Deed shall provide that the Project is controlled by the PUD Documents. The Master Deed shall also contain provisions for the performance of Developer’s maintenance obligations under this Agreement and the PUD Documents.

2.7 Each unit owner in the Project shall be a member of the Association, as applicable, at all times during the term of ownership and, and subject to the assessments of the Association. The Association shall be authorized to perform the functions and duties delegated and assigned under the Master Deed.

2.8 The Master Deed shall prohibit exterior modification of the units within the Project which are in conflict with the PUD Documents.

2.9 Until such time as a Condominium Association is formed or the Developer’s responsibilities are otherwise formally transferred, 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 obligation and liability with respect thereto.

2.10 Developer, or successor Association or Associations, shall maintain the landscaping and related improvements in a neat and orderly appearance, substantially free from refuse and debris and, shall promptly replace any dead or dying plants and shrubs. If the weather does not allow for immediate removal and replacement, then it shall be done as soon as possible, but in no event shall it be longer than the end of the current planting season.

2.11 The Property contains one or more structures which Developer intends to demolish. Developer shall comply with all State statutes and City Ordinances regarding demolition. In connection with the demolition of such structure(s), Developer shall engage a demolition contractor to remove any asbestos and/or asbestos contaminated materials contained within such structure(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 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.

2.12 Developer shall comply with the City Code and Ordinances make any necessary application for permits and obtain any necessary permits for the use of temporary sales trailers and/or sale 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 Development Plan, approved engineering construction plans and all 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 shall be completed, approved and dedicated to (as required by the City in its discretion) the City to the extent necessary to fully service all proposed

and existing facilities, structures and uses in the Project. All water and sanitary system improvements shall be completed before construction of Phase I of the development.

3.2 Storm Water Drainage. The Developer, at its sole expense, shall construct and maintain a storm water and retention system, 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 for the entire Project shall be completed and approved prior to issuance of any Certificate of Occupancy for any structure for any phase. During the development of the Project, the Developer shall be obligated to maintain the storm drainage and retention system and facilities in a fully operational condition. Upon completion of the storm drainage and retention system, the Developer may assign its responsibility with respect to such maintenance to an Association if allowable by applicable Master Deed. In such case, the obligation shall be solely that of the Association. The Developer shall 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), as specified in a separate agreement approved by the City. The security shall be in an amount equal to the estimated cost of installation, or a performance bond in an amount equal to the cost of construction plus 10%. The Agreement shall also authorize the City, at its option, to complete the drainage improvements as required by the City Engineer, if Developer fails to complete the drainage improvements in a timely fashion, once construction has commenced. All performance bonds shall be issued by institutions licensed and admitted to do business in the State of Michigan. In such case, building permits for the applicable phase of the development to be served by the drainage improvements in question shall be issued upon the posting of such security and execution of such agreement, which shall be approved by the City Attorney. The drainage improvements shall be completed and approved prior to issuance of any certificates of occupancy for the last building within the Phase of that development.

All construction, repair, maintenance and replacement of the storm drainage and retention system which are Developer's responsibility, as described in this Section, shall be the sole obligation of the Developer and its successors in ownership except for storm water retention, which can be shifted to any successor Association by Master Deed. Any such Master Deed shall require ongoing maintenance, repair and improvement of such storm drainage and retention system by the Association. During the development of the applicable phase, the Developer shall be obligated to maintain the storm drainage and retention system and facilities in a fully operational condition. Upon the installation of the final or topcoat of asphalt on the roads within a phase, the Developer may assign its responsibility with respect to such maintenance to the Association as provided in the applicable Master Deed or as Deed Restrictions herein. Thereafter, the obligation shall be solely that of the Association. The proper functioning, maintenance and repair of the applicable portion of such drainage and retention facilities shall be a condition for issuance of any and all building permits for construction of dwellings on the Property and for issuance of certificates of occupancy.

3.3 Sidewalks, Drives, Entryways and Parking Lots. All drives, entryways, sidewalks, and parking lots within the Project shall be designed, situated and constructed in accordance with all requirements and applicable ordinances of the City, the PUD Documents and the approved engineering construction plans. All internal drives, entryways, sidewalks, and

parking lots will be private except as otherwise set forth herein. The Developer, its successors and assigns, shall provide in the Master Deed provisions for emergency access for public entities and their personnel. The Developer shall 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), as specified in a separate agreement approved by the City. The security shall be in an amount equal to the estimated cost of installation, or a performance bond in an amount equal to the cost of construction plus 10%. The Agreement shall also authorize the City, at its option, to complete the sidewalks, drives, entryways and parking lots as required by the City Engineer, if Developer fails to complete the sidewalks, drives, entryways and parking lots in a timely fashion, once construction has commenced. All performance bonds shall be issued by institutions licensed and admitted to do business in the State of Michigan. In such case, building permits for the applicable phase of the development to be served by the sidewalks, drives, entryways, and parking lots in question shall be issued upon the posting of such security and execution of such agreement, which shall be approved by the City Attorney. The sidewalks, drives, entryways, and parking lots shall be completed and approved prior to issuance of any certificates of occupancy for the last building within the Phase of that development.

Building permits shall be issued subject to installation and maintenance of 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. Further, the Developer shall also sign an agreement that requires completion and approval of the paving of all areas referenced in this Paragraph (including topcoat and parking lot striping) prior to the issuance of more than 95% of the certificates of occupancy within any phase of the condominium Development, but in any event such paving shall be completed within two (2) years of issuance of the first building permit for a building within each phase of the Development.

Developer, its successors and assigns, shall be responsible for maintenance and repair of the drives, entranceways, sidewalks, and parking lots during the period of construction, and shall also keep streets abutting the Project and Crooks Road free from debris and repair any damage to the streets abutting the Project (subject to City of Troy requirements) caused by construction activities on or for the Property or the Project and use of abutting streets and Crooks Road for construction purposes. If the Developer fails to maintain and repair the streets, boulevards, drives, entranceways, parking lots and abutting streets and Crooks Road, 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 Project until such failure is cured in addition to any enforcement authorization or remedy provided herein, or any other agreement. At all times during and after completion of construction, Developer, its successor and assigns, shall cause all drives, entranceways and parking lots 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 Project, except for temporary closures or obstruction due to repairs or snow. The responsibility and obligation for such ongoing maintenance and repair shall be that of the Developer, its successors and assigns. Developer shall incorporate provisions in any and all Master Deeds stating that property owners and the Association are bound by the obligations and restrictions herein.

3.4 Developer shall have the right, subject to City approvals, to assign its maintenance and repair obligations under this Agreement to an Association. Upon the assignment to and assumption by the Association of Developer's maintenance and repair obligations, Developer shall have no further obligations or liability with respect thereto.

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) days notice to Developer documentation of any and all deficiencies and shall provide Developer with a time period in which to cure any deficiencies under this agreement, which shall be enough time for Developer, its successors, or assigns, to cure the deficiency. It is understood, however, that each phase shall stand on its own. Any defect or violation that affects a phase shall not be grounds to penalize the other Phase, and the City's remedies should be exercised as to each phase only.

If, following the expiration of the period set forth to cure any deficiencies, such deficiencies have not been cured, the City shall there upon 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 the Association and set a specific date to complete the performance, fulfill the obligation or correct the deficiency. If Developer has not completed the performance, fulfilled the obligation or corrected the deficiency by the date specified, the Developer shall not assign its obligations to the Association and the City may proceed under paragraph 4.1(b).

(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 Administration 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 ten (10%) percent of the total of all such costs and expenses incurred, shall be paid by Developer within thirty (30) days of City's invoicing 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 or all aspects of the Project, may deny the issuance of any requested building permit or certificate of occupancy within any part or all of the Project 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 Project.

4.2 At any time throughout the period of development and construction of any part of the Project, 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 Ordinance or other City ordinances, or any amendments thereto, the PUD Documents shall control. 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.

ARTICLE V

MAINTENANCE OBLIGATIONS

5.1 The Developer and any successor Association and any of their successors and assigns shall indemnify and hold harmless the City, from and against any and all claims for injuries and/or damages arising out of their use or maintenance of the areas owned by the City but maintained by the Developer or the Association, except those claims arising from the negligence or willful misconduct of the City, its agents or employees.

5.2 The Developer or any successor Association shall establish and levy assessments against the units within the Project for the purpose of performing the Association's maintenance and repair obligations under this Agreement, in addition to any maintenance obligations for the Project's common elements, including, but not limited to: storm drainage facilities, streets, entranceway improvements, landscaping, irrigation systems, sidewalks, and for any other proper purposes.. If the Developer or successor Association fails to fulfill the obligations as set out in this Agreement and the PUD Documents, the City may take any action available to it under Article IV against the individual property owners of each unit on a pro-rata basis and/or the Association, including, but not limited to, assessing a lien against the individual property owners on a pro-rata share.

ARTICLE VI

MISCELLANEOUS PROVISIONS

6.1 Nothing in this Agreement is intended to prevent Developer from including in any Master Deed terms and conditions which do not bind the City or are more restrictive requirements and standards with respect to the Project as long as those terms and conditions are not in conflict with this Agreement or the PUD Documents, and as long as such terms and conditions are in compliance with State and Federal law.

6.2 This Agreement may not be modified, replaced, amended or terminated without the prior written consent of the parties to this Agreement. Developer shall have the right to

delegate its rights and obligations under this Agreement to a successor Association as set out in this Agreement. Until the rights and responsibilities under this Agreement are transferred to an 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 unit owners, mortgages of co-owners, and others.

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

6.4 If there is a conflict between the terms of any of the PUD Documents, such documents shall control in the following order: (a) the Conceptual Development Plan; (b) this Agreement; and (c) Chapter 39, Article XXXV of the City's Zoning Ordinance, and amendments, if any. Where there is a question with regard to applicable regulations for a particular aspect of the Project, 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.

6.5 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 Troy Plaza 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 Project 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.

6.6 This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one agreement. The signature of any party to any counterpart shall be deemed to be a signature to, and may be appended to, any other counterpart.

6.7 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 Troy Plaza Planned Unit Development.

[Signatures Follow]

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

BH01\862325.2
ID\AMG



HUBBELL, ROTH & CLARK, INC
Consulting Engineers

Principals
George E. Hubbell
Thomas E. Biehl
Walter H. Alix
Peter T. Roth
Michael D. Waring
Keith D. McCormack
Curt A. Christeson
Thomas M. Doran

Senior Associates
Frederick C. Navarre
Gary J. Tressel
Lawrence R. Ancypa
Kenneth A. Melchior
Dennis M. Monsere
Randal L. Ford
David P. Wilcox
Timothy H. Sullivan

Chief Financial Officer
J. Bruce McFarland

Associates
Thomas G. Maxwell
Nancy M.D. Faught
Jonathan E. Booth
Michael C. MacDonald
Marvin A. Olane
Richard F. Beaubien
William R. Davis
Daniel W. Mitchell
Jesse B. VanDeCreek
Robert F. DeFrairi
Marshall J. Grazioli
Thomas D. LaCross
Dennis J. Benoit

May 5, 2008

City of Troy
500 W. Big Beaver Road
Troy, Michigan 48084

Attn: Mr. William J. Huotari, P.E., Deputy City Engineer

Re: Troy Plaza – 5500 New King St.
P.U.D. #13, North of Corporate Dr., West of Crooks Rd.
Traffic Impact Study Review

HRC Job No. 20080307.02

Dear Mr. Huotari:

In accordance with your request, our office has reviewed the Traffic Impact Study for Proposed Troy Plaza Development (dated April 7, 2008) prepared by Metro Transportation Group, Inc.

The proposed development will be located on the site of the existing vacant building at 5500 New King St. The proposed development consists of a hotel totaling 172 rooms, which will include a 102 seat restaurant; 700 seat meeting and banquet facilities; 17,000 square feet of retail which includes two drive-thru restaurants; and 28 extended stay hotel rooms. The proposed development will be built in two phases, but for the purposes of the traffic impact study (TIS) the development was analyzed in one phase at total build out. The TIS indicates the projected site build out to be 2010. The TIS evaluated the impact of the proposed development on the surrounding intersections of: Crooks Road/Square Lake Road, Crooks Road/I-75 Ramps/Corporate Drive, Crooks Road/Tower Drive and Crooks Road/Long Lake Road. The TIS also evaluated the unsignalized intersection of New King Street and Corporate Drive.

The qualifications of the preparer were not provided. Traffic impact studies are required to be prepared by a professional engineer or planner who has at least three years of recent experience developing impact studies. The resume of the preparer should be provided.

Traffic volumes were collected at the study intersections and peak hours determined. Background traffic volumes were calculated to the build out year of 2010 based on 0.5% per year growth agreed upon by the City's Traffic Engineer.

Trip generation was calculated using the proper land use codes in the *ITE Trip Generation Manual*. Pass-by trips are expected for the retail land uses only. The TIS correctly accounted for pass-by trip reductions. The trip distribution methodology/assumptions were not well explained in the text, but based on knowledge of the surrounding area, the trip distribution assumptions adequately address local trip characteristics.

Level of service analysis was provided for existing, background and development scenarios. The traffic signals within the study area are controlled by SCATS, which is constantly monitoring traffic and adjusting the traffic signals to the traffic conditions.

Troy Plaza proposes the addition of two driveways to the existing site. The first is a proposed driveway on Corporate Drive that would not have adequate separation from the Crooks Road/I-75 Ramps/Corporate Drive intersection. The second is proposed driveway on New King Street. The existing site driveway on New King Street aligns with an office driveway on the west side of New King Street. This alignment is appropriate because it reduces traffic conflicts involving left turn movements and therefore reduces the potential for traffic crashes. The development proposes to remove this existing driveway and construct a new driveway approximately 100 feet to the north. The proposal to offset the driveways would increase conflicting traffic movements and increase the potential for traffic crashes. The existing New King driveway location should be retained. The additional driveways proposed are not necessary to handle the traffic expected to be generated by the proposed site.

The driveway to Crooks Road should be designed to Road Commission for Oakland County standards (i.e., width, radii, etc.). The New King Street drive should be designed to City Development/Engineering Standards. The storage for each drive-thru must accommodate 9 vehicles (one vehicle at the window and stacking for 8 additional vehicles) using a 25 feet vehicle length in accordance with Section 22.25.01 of the Zoning Ordinance.

A capacity analysis was conducted using Synchro, v.7, software. The traffic signal at the Crooks Road/I-75 Ramps/Corporate Drive intersection is operating at a failing level of service under existing traffic volumes during both the AM and PM peak periods. Existing traffic on eastbound Corporate Drive backs up past the intersection with New King Street during the PM peak period, thus it is unclear if traffic exiting the proposed development will find gaps to turn left onto Corporate Drive from New King Street during the PM peak hour.

The addition of an exclusive left turn lane for eastbound Corporate Drive at Crooks would improve operations at this intersection. The addition of an eastbound exclusive left turn lane improves delay for eastbound traffic entering I-75 by 45.3 seconds per vehicle from the proposed Metro base signal timing plan. The prohibition of eastbound left turns from Corporate Drive would improve the operations of the intersection by redirecting the left turns to the Crooks Road crossover south of Corporate Drive. The prohibition of left turns improves delay for eastbound traffic entering I-75 by 25.3 seconds per vehicle from the proposed Metro base signal timing plan. Prohibiting the eastbound left turn improves peak hour operations without eliminating the traffic island on Corporate Drive.

The TIS recommends optimizing the default signal timing for the Crooks Road/I-75 Ramps/Corporate Drive intersection. Metro's optimization of this intersection's signal timing improves the overall intersection level of service for both the AM and PM peak periods but Corporate Drive and the I-75 Ramps get less green time while Crooks Road gets more green time. As a result, Corporate Drive backs up half way to Long Lake Road. HRC does not agree that the proposed "optimization" is an appropriate signal timing plan.

Recommendations

Troy Plaza proposes the addition of two driveways to the existing site and relocation of a third driveway. The proposed Corporate Drive driveway and second New King Street driveway should not be approved. The existing site driveways are adequate to handle development traffic. The existing driveway to New King Street should be retained at its current location.

The prohibition of eastbound left turns from Corporate Drive to Crooks is the preferred mitigation required to improve the operations of the intersection. The prohibition of left turns improves delay for eastbound traffic entering I-75 by 25.3 seconds per vehicle from the proposed Metro base signal timing plan.

The planned unit development agreement needs to address any parking variance or parking management plan required by the proposed development.

If you have any questions or require any additional information, please contact the undersigned.

Very truly yours,

HUBBELL, ROTH & CLARK, INC.

A handwritten signature in black ink that reads 'Colleen L. Hill'.

Colleen L. Hill, P.E., PTOE
Transportation Project Engineer

CLH

pc: HRC; File



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Dennis J. Benoit

May 28, 2008

City of Troy
500 W. Big Beaver Road
Troy, Michigan 48084

Attn: Mr. William J. Huotari, P.E., Deputy City Engineer

Re: Troy Plaza – 5500 New King St.
P.U.D. #13, North of Corporate Dr., West of Crooks Rd.

HRC Job No. 20080307.02

Dear Mr. Huotari:

In accordance with your request, our office has reviewed the revised plan for Proposed Troy Plaza Development (emailed on May 22, 2008) prepared by Moiseev/Gordon Associates, Inc. In general, the number of driveways to the site should be minimized to reduce traffic conflict points and thus reduce the potential for traffic crashes, the revised site plan appears to have mitigated several initial concerns with the additional driveways. Based on the revised site plan we have the following comments:

- The proposed driveway to Corporate Drive has been moved further away from the intersection of Corporate Drive and Crooks. The driveway on Corporate Drive is also located in a right turn lane to New King Drive. The increased distance from Crooks and the driveway being located in a right turn lane both help to minimize the potential for rear end crashes.
- The new driveway on New King aligns with the driveway from 5505 New King. Aligning the driveways reduces the potential for left turns from one driveway blocking the other driveway.
- Drive thru operations for the stand alone building in the southeast corner of the site have been modified to make the drive thru readily accessible for customers that enter the site from Corporate Drive.

If you have any questions or require any additional information, please contact the undersigned.

Very truly yours,

HUBBELL, ROTH & CLARK, INC.

Colleen L. Hill, P.E., PTOE
Transportation Project Engineer

pc: City of Troy; Mark Miller, Brent Savidant
Moiseev/Gordon Associates, Inc.; Robert Cliffe, Michael Gordon

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Engineering. Environment. Excellence.

PLANNED UNIT DEVELOPMENT

5. PUBLIC HEARING – PLANNED UNIT DEVELOPMENT APPLICATION (P.U.D. 13) – Proposed Troy Plaza New King Planned Unit Development, West side of Crooks, North side of New King (5500 New King), Section 8, Currently Zoned O-M (Office Mid Rise) District

Mr. Miller gave a short summary of the proposed project.

Zak Branigan of Carlisle/Wortman Associates, Inc. reported on the revised submittal. He addressed the revisions relating to parking, site access and internal circulation. He said it is their recommendation that the Planning Commission recommend to the City Council approval of the Concept Development Plan for Troy Plaza New King PUD.

Michael J. Gordon of Moiseev/Gordon Associates (MGA Architects), 818 W. Eleven Mile Road, Royal Oak, was present to represent the petitioner. He introduced those present: the petitioner, Frank Asmar of Tinelle Properties; project architect, Robert Cliffe of MGA Architects; legal counsel, Alan Greene of Dykema Gossett; civil engineer, Scott Chabot of Giffels Webster Engineering; and transportation engineer, Dylan Foukes of Metro Transportation Group. Mr. Gordon gave a PowerPoint presentation and displayed different views of the project. He specifically addressed the water feature, banquet facility and extended stay hotel features.

PUBLIC HEARING OPENED

Robert Wineman of Etkin Equities, 29100 Northwestern Highway, Southfield, was present. Mr. Wineman said they are significant property owners of office space in the area of the proposed project. He gave a history of their interest in the surrounding property and discussions they had with City staff approximately twelve years ago. Mr. Wineman voiced opposition to the proposed PUD as relates to the proposed retail. He said their opposition is based upon former conversations and agreements, verbal and otherwise, they had with City representatives relative to what they collectively envisioned for this portion of the City. Mr. Wineman addressed a potential for an oversaturated market and a potential competitive market as relates to existing tenants in the area.

Mr. Maxwell addressed the potential retail competition as relates to the size of the proposed establishments and the possibility that new retail could be complimentary to the existing retail. He asked if Mr. Wineman could substantiate that the proposed PUD would have a direct adverse affect on existing retail in the area.

Mr. Wineman said retail establishments in intense office areas focus on service-oriented types of establishments such as coffee purveyors and food users. He contended those uses are currently captured in that marketplace. Mr. Wineman considers the square footage of the proposed retail relatively large in comparison to the existing retail.

Bill Wylonis, General Manager of Emmes Realty Services, was present. He represented five buildings in the area (5600 New King, 5750 New King, 5505 Corporate, 5555 New King, and 5607 New King). Mr. Wylonis specifically addressed concerns with daytime parking in the area. To his knowledge, he said there has been no approval given for additional parking at those office buildings.

Mr. Tagle said the Planning Commission is in receipt of a letter from Emmes Asset Management out of New York under the signature of Audris Shau. The letter states that Tinelle Properties can use parking spaces on three of those office locations (5600 New King, 5555 New King and 5505 Corporate) on certain days and at certain times.

PUBLIC HEARING CLOSED

Mr. Tagle asked the petitioner to address the project's construction phases.

Mr. Gordon replied construction would not be in phases. It is their intent to construct under a single building permit. He said that because the retail portion would be completed and occupied prior to the completion of the hotel construction, a temporary front desk check-in area would be provided for extended stay hotel guests.

Mr. Tagle asked the petitioner to address parking on the site and adjacent properties.

Mr. Gordon said retail, hotel and extended stay guests would park on the property. Staff, banquet users and the valet service would use parking on adjacent properties.

Mr. Vleck addressed parking agreements in relation to preliminary and final PUD approval. He also suggested that gateway signage would be a positive addition in the approval process of the project.

Chair Schultz agreed. He said the project's location at an expressway entrance/exit is more or less a major gateway to the City.

Mr. Tagle asked for clarification on a comment in the Carlisle/Wortman report stating that retail hours of operation could run until mid to late evening. He asked if there were any concerns or issues should there be a 24-hour retail operation.

Mr. Branigan said there are no concerns with a 24-hour retail operation as relates to residential or parking.

Resolution # PC-2008-07-084

Moved by: Vleck

Seconded by: Tagle

RESOLVED, The Planning Commission reviewed a Concept Development Plan for a Planned Unit Development, pursuant to Article 35.50.01, as requested by Tinelle Properties LLC for the Troy Plaza Planned Unit Development (PUD 13), located on the west side of Crooks and the north side of New King, Section 8, within the O-M zoning district, being approximately 6.16 acres in size; and

WHEREAS, The City's Planning Consultant Richard Carlisle of Carlisle/Wortman Associates, Inc. prepared a memorandum dated July 1, 2008 that recommends Concept Development Plan approval of Troy Plaza Planned Unit Development; and

WHEREAS, The proposed PUD meets the Standards for Approval set forth in Article 35.30.00; and

BE IT FINALLY RESOLVED, That the Planning Commission recommends that Concept Development Plan Approval for Troy Plaza Planned Unit Development be granted.

Yes: All present (7)

Absent: Strat, Wright

MOTION CARRIED

June 6, 2008

VIA E-MAIL & FIRST CLASS MAIL

Mr. Mark Miller
CITY OF TROY
500 West Big Beaver Road
Troy, MI 48084

REC'D

JUN - 9 2008

PLANNING DEPT.

Re: Proposed Market Place North
5500 New King Street
Troy, Michigan

Dear Mark:

I am writing on behalf of ownership of the Northfield Point office building, Northfield Marketplace, Northfield Point East (the Chrysler Financial office building), and the Timberland Office Park to express our objection to the proposed Planned Urban Development ("PUD") permitting the development of a 14,000 square foot retail shopping center and bank pad site at the above-referenced property. Our objection to the proposed PUD-zoning is specific to the proposed first floor and freestanding retail space fronting both Crooks Road and Corporate Drive.

This objection is based upon the history surrounding the development of what is now the Northfield Point office building, Northfield Marketplace and Red Robin Restaurant (formerly Cooker's Restaurant). Approximately 12 years ago, we and other office owners in the Northfield area engaged the City of Troy in conversations to re-zone the southwest corner of Crooks Road and Corporate Drive from mid-rise office to commercial retail for the express purpose of creating a "neighborhood service node" to support the immediate surrounding office properties and their populations.

Through these discussions a collaboratively conceived site plan was established and eventually implemented. Of note, this plan was materially less in commercial scope and density than we originally conceived, as it was our desire to act as a responsible developer and good corporate citizen. It also located the retail node south of the corner of our site at the City's insistence. On that corner we built an extremely high-quality office building. In so doing, the existing commercial developments seen today were not only approved by the City of Troy, but all of the neighboring landowners at that time (EDS, Kelly Services, and Bellemeade of Michigan) as well. In addition, it was agreed amongst ourselves, the City of Troy, and the aforementioned property owners that no other parcel of land within this quadrant would receive commercial zoning for the purpose of developing additional retail. Rather, the Big Beaver Road corridor would continue to serve as the City of Troy's principal service destination. The intersection of Crooks Road and Big Beaver now does provide an extensive service restaurant cluster.

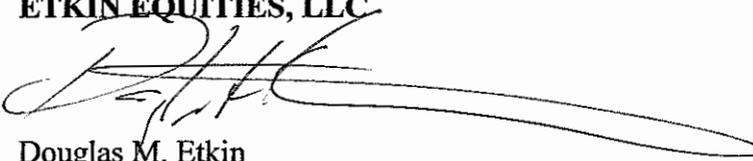
Mr. Mark Miller
June 6, 2008
Page Two

As a significant property owner within this immediate area, we recognize the value our "service node" provides to ourselves and neighboring property owners in meeting the amenity demands of today's market necessary to retain and attract tenants. It is our opinion and strong concern that the proposed Market Place North development will oversaturate and further dilute the current North Troy retail market at the sacrifice of current establishments operating within this already competitive marketplace. We also note that our area has the greatest vacancies and thus lowest daytime population it has had in years. In our view, expanding the existing retail competitive set would be irresponsible and result have materially negative effects on the market. Finally, it would be a breach of our understanding with the City.

As such, we strongly urge the Planning Commission and City Council to deny Bloomfield Development's PUD request. It should be noted, however, that we have no objection to the hotel component of Bloomfield Development's proposed PUD.

Very truly yours,

ETKIN EQUITIES, LLC



Douglas M. Etkin

DME/hbn

cc: Robert D. Wineman

DME-59.77