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**SECOND AMENDED AND FULLY RESTATED HARDSHIP PLANNED UNIT  
DEVELOPMENT AGREEMENT**

This Second Amended and Fully Restated Hardship Planned Unit Development Agreement (the "Second Amended HPUD Agreement") made this 4<sup>th</sup> day of DEC., 2020, by and between HAMBURG TOWNSHIP, a Michigan municipal corporation (referred to hereafter as the "TOWNSHIP), and FIRST CHILSON, L.L.C., a Michigan limited liability company ("First Chilson"), whose principal address is, 27600 Northwestern Hwy., Suite 200, Southfield, MI 48034, and CHILSON COMMONS, L.L.C., a Michigan limited liability company ("Chilson Commons"), whose principal address is 27600 Northwester Hwy., Suite 200, Southfield, MI 48034 (First Chilson and Chilson Commons are collectively referred to hereafter as "DEVELOPERS"), The Kroger Co. of Michigan, a Michigan corporation ("KROGER") whose address is 40399 Grand River Avenue, #110, Novi, Michigan 48375 and TCF National Bank, a national banking association ("TCF") whose address is 1405 Xenium Lane North, Plymouth, MN 55441 and Chilson Commons Shopping Center Condominium Association, a Michigan non-profit corporation (hereafter referred to hereafter as "ASSOCIATION")," whose address is 29500 Telegraph Road, Suite 110, Southfield, Michigan 48034. Township, DEVELOPERS, KROGER, TCF and ASSOCIATION are sometimes hereinafter individually referred to as a "Party" and collectively, as the "Parties."

**RECITALS**

WHEREAS. KROGER and TCF are successors-in-interest to Chilson Commons with respect to Units 7 and 8 respectively, having purchased said Units in the Chilson Commons Shopping Center Condominium ("Condominium"); and

WHEREAS, the DEVELOPERS, KROGER, TCF and ASSOCIATION are owners of 67.66 more or less acres of land located in Hamburg Township, Livingston County, Michigan, a portion of which is improved with a commercial shopping center, more particularly described as:

The East 116 rods in width of that part of the Southeast fractional 1/4 of Section 22, T.1N., R.5E., Hamburg Township, Livingston County, Michigan, which lies North of the Huron River and the Grand Trunk Railroad Excepting that portion lying northerly and westerly of a line described in Liber 3121 on page 135, Livingston County Records, and also excepting that portion taken for M-36, and being more particularly described as follows: Commencing at the East 1/4 Corner of Section 22; thence along the east line of said section, S 01°08'26" E, 95.25 feet to the south line of M-36 (66' wide) and the Point of Beginning; thence continuing

along said east line, S 01°08'26" E, 1722.26 feet to an intermediate traverse line; thence along said line S 86°45'31" W, 600.53 feet; thence continuing along said traverse line, S 70°12'36" W, 234.21 feet to the north line of the abandoned Grand Trunk Western Railroad right-of-way (100' wide); thence along said right-of-way, N 50°41'56" W, 1434.77 feet to the west line of the east 116 rods of the Southeast fractional 1/4 of said Section 22, as measured perpendicular to the east line of said section; thence along said west line, N 01°08'26" W, 871.07 feet to the south line of the aforementioned recorded line, said line being the south line of M- 36 (variable width); thence along said recorded line the following three courses, N 88°31'32" c, 611.94 feet and N 87°40'10" E, 385.42 feet and N 02°19'50" W, 55.89 feet to the south line of M- 36 (66' wide); thence along said south line the following two courses, N 88°05'53" E, 680.02 feet and 247.88 feet along a curve to the right having a radius of 482.60 feet and a chord that bears S 77°11'40" E, 245.16 feet to the east line of said section 22 and the Point of Beginning. Also including the land lying between the Intermediate Traverse Line and the Huron River. Containing a net area of 67.66 acres more or less.

(the "Property"); and

WHEREAS, the DEVELOPERS petitioned for Hardship Planned Unit Development (the "HPUD") approval pursuant to Article 16 of the Hamburg Township Ordinance for the development of the Property; and

WHEREAS, on November 6, 2002, the Hamburg Township Planning Commission recommended approval of the HPUD with the conditions as set forth in Exhibit A to the Hardship Planned Unit Development Agreement dated January 28, 2004 and recorded with the Livingston County Register of Deeds at Liber ~~262~~, Page ~~4~~, Livingston County Records (the "HPUD Agreement"); and **4350 643**

WHEREAS, on December 17, 2002, the Hamburg Township Board approved the HPUD with the conditions as set forth in Exhibit B to the HPUD Agreement; and

WHEREAS, on December 21, 2010, the Township, Developers and the Association amended the HPUD Agreement by entering into the First Amendment to Hardship Planned Unit Development Agreement. References to "HPUD Agreement" herein below shall include the foregoing First Amendment to Hardship Planned Unit Development; and

WHEREAS, the Hamburg Township Zoning Ordinance, Section 16, provides for approval of the HPUD, and authorizes and permits, among other things, the modification of the Zoning Ordinance regulations with respect to use, area, heights, bulk and placement within and in the case of such HPUD; and

WHEREAS, it is the desire of the TOWNSHIP to ensure that the Property is developed and used in accordance with its lawful rules and regulations and pursuant to the conditions imposed in the HPUD approval granted by the TOWNSHIP; and

WHEREAS, DEVELOPERS seek to further amend the HPUD Agreement to accommodate an expanded commercial condominium development; and

WHEREAS, DEVELOPERS caused an amended parcel layout (the "Amended HPUD Site Plan ") to be prepared and submitted to the Township for its approval showing the newly proposed layout of the parcels comprising the Property. The Amended HPUD Site Plan attached hereto as **Exhibit "A"** was prepared by Professional Engineering Associates, Job Number 2016-022, dated January 22, 2020; and

WHEREAS, on July 15, 2020 the Hamburg Township Planning Commission recommended denial of the Amended HPUD Site Plan; and

WHEREAS, on August 6, 2020, the Hamburg Township Board approved the Amended HPUD Site Plan on the terms and conditions set forth in this Second Amended HPUD Agreement and contingent upon the recording of this Second Amended HPUD Agreement, as set forth in attached **Exhibit "A"** with the conditions as set forth in the attached **Exhibit "B"**; and

WHEREAS, the attached **Exhibit "A"** amended the originally approved site plan, Exhibit "C", and shows the Property divided into three (3) parcels (the "Parcels"). Parcel 1 is the proposed revised condominium portion of the site including the path leading to Lakeland Trail as it currently exists (the "Path") as part of its general common elements and including (i) proposed Unit 9, being 1.66 acres to be added to the westerly boundary of the Condominium abutting existing Unit 7 on the northerly portion thereof, (ii) proposed Unit 10, being 1.03 acres to be added to the easterly boundary of and abutting existing Unit 8 and also abutting existing Unit 1 on its southeasterly boundary, (iii) proposed Unit 11, being 3.91 acres added to and abutting the northeasterly and southeasterly boundaries of existing Unit 1 and (iv) the proposed expansion of the General Common Element of said condominium abutting the southeasterly corner of proposed Unit 11. Parcel 2 is 1.83 acres abutting the southerly boundary of Proposed Unit 9 of the Condominium and continuing easterly to the Path. Parcel 3 is 38.80 acres abutting the easterly and southerly boundaries of the Condominium as proposed, westerly to the Path. The Amended PUD Site Plan includes an overlay of the original landscape plan proposed by the DEVELOPER and approved by the TOWNSHIP in connection with the original approval of the HPUD showing what the DEVELOPER originally agreed to add to the site by way of landscaping improvements; and

WHEREAS, all of proposed Parcel 1 shall permit any and all uses permitted in the TOWNSHIP's "CS" zoning classification subject to the terms and conditions set forth herein below. The Units are as follows: Unit 1 is owned by KROGER and continues to be occupied as a retail supermarket. Units 2, 3, 4, 5 and 6 are owned by Chilson Commons have been developed and continues to be occupied for retail purposes consistent with the HPUD Agreement as amended hereby. Unit 7 is an outlot owned by KROGER and has been developed and is occupied for retail gasoline sales. Unit 8 is owned by TCF BANK and is a vacant outlot and is to be developed and occupied in accordance with the requirements of this Second Amended HPUD Agreement. Proposed Unit 9 is a vacant outlot owned by First Chilson and is to be developed and occupied in accordance with the requirements of this Second Amended HPUD Agreement. Proposed Unit 10 is a vacant outlot owned by First Chilson and is to be developed and occupied in accordance with the requirements of this Second Amended HPUD Agreement. Proposed Unit 11 is vacant outlot owned by First Chilson and is to be developed and occupied in accordance with the requirements of this Second Amended HPUD Agreement; and

WHEREAS, proposed Parcels 2 and 3 consist of the undeveloped area (hereafter sometimes referred to as "Natural Lands") currently to be retained by Developer First Chilson; and

WHEREAS, on August 6,, 2020 Hamburg Township approved the foregoing revised parcel splits and revised condominium layout as shown in Exhibit A hereto, contingent upon the approval and recording of this Second Amended HPUD Agreement and subject to the conditions set forth in Exhibit B; and

WHEREAS, the TOWNSHIP, KROGER, TCF, the ASSOCIATION and the DEVELOPERS, for themselves and the their successors-in-interest, have negotiated the terms of this Second Amended HPUD Agreement, which shall govern and control the development of the Property.

NOW, THEREFORE, it is hereby agreed between the TOWNSHIP, KROGER, TCF DEVELOPERS and the ASSOCIATION, while they are the title holders of the applicable Parcels, that they shall comply with the following:

1. This Second Amended HPUD Agreement, is hereby approved in accordance with the authority granted to and vested in the Township under and pursuant to ACT 184, Public Acts of 1943, the Township Zoning Act; Act No. 285, Public Acts of 1931, and Act No. 168, Public Acts of 1958, related to municipal planning, and in accordance with the Township's Zoning Ordinance Article 16.

2. The Property shall be developed and used in accordance with the approved Amended HPUD Site Plan and HPUD approval and subject further to the following conditions:

A. Any area designated herein for future development shall be subject to site plan review and approval by the TOWNSHIP Board, following the review and recommendation by the Planning Commission, including but not limited to any required special use approval, site plan approval, storm water management plan approval, woodlands and wetlands permits, façade approval, landscape approval, and engineering plan approval, except as expressly provided in this Agreement. Review by the TOWNSHIP of the areas designated for future development shall be to determine whether the proposed development complies with all applicable TOWNSHIP ordinances and standards, which ordinances and standards may be waived or modified by the TOWNSHIP in its sole discretion. Such right to modify shall include the ability of the TOWNSHIP, in the exercise of its discretion, to require more stringent standards than set forth in the ordinances, similar to those that have been required for the other development on the Property. Notwithstanding the foregoing to the contrary, so long as The Kroger Co. of Michigan, a Michigan corporation, its parent, subsidiaries, affiliates, successors and/or assigns (collectively, "Kroger") has a controlling legal or equitable interest in Unit 1 of the Condominium and operates the existing commercial establishment or a comparable retail establishment on said Unit 1, and also has a controlling legal or equitable interest in Unit 7 of the Condominium, Kroger may construct, maintain and operate a gasoline (or any other fuel/energy source customarily used for motor vehicles) filling station upon said Unit 7. Furthermore, notwithstanding the foregoing, any future development of Parcel 1 shall permit any and all uses permitted in the TOWNSHIP's "CS" zoning classification and shall be subject to the use restrictions applicable to a CS zoning classification, including all special use requirement provisions, and further subject to any approved modifications thereto as are set forth in an approved site plan. Additionally, Unit 11 of the Condominium shall be restricted to expansion of the existing retail use on Unit 1 of the Condominium.

B. DEVELOPERS, KROGER and TCF shall comply with the Stormwater Management System Schedule noted to apply "During Construction," and the ASSOCIATION shall comply with the second page of the Stormwater Management System Schedule, attached to the this Second Amended HPUD Agreement as **Exhibit "C"**, with respect to the development authorized by this Second Amended HPUD Agreement to assure proper maintenance of the storm maintenance system.

C. DEVELOPERS, KROGER, TCF and ASSOCIATION shall maintain the landscaping and grounds as follows:

1. All lawn areas shall be maintained in a healthy, neat and orderly appearance, free from refuse and debris.

2. All lawn areas shall be mowed regularly during the growing season, including areas set aside for future development.

3. Sod lawn areas shall be irrigated sufficiently to remain green during the summer months.

4. Dead trees and shrubs that were installed as part of the site improvements shall be replaced in a timely manner within the appropriate season for planting. Notwithstanding the foregoing to the contrary, DEVELOPER shall be responsible maintain and replace only those trees along the frontage of the Property along M-36 as shown on Exhibit A and any approved revised site plans affecting the Property.

5. The connection to Lakeland Trail shall be mowed regularly during the growing season and shall be maintained in an orderly appearance, reasonably free from refuse and debris.

6. The outlots, until developed, shall be maintained in an orderly appearance, reasonably free from refuse and debris and if appropriate, mowed regularly during the growing season. Once developed, the outlots shall be mowed regularly during the growing season and shall be maintained in an orderly appearance reasonably free from refuse and debris.

- a. The DEVELOPER and the owner of Unit 8, with approval from Hamburg Township staff, are authorized to trim, thin and/or remove any trees that block or obscure the approved shopping center sign located near the northwest corner of Unit 8 on the east side of the Chilson Road entrance of the shopping center. The parties acknowledge that it is necessary to provide clear site lines to said signage for both eastbound and westbound traffic on M-36 beginning no less than 75 feet in each direction and for southbound traffic on Chilson Road north of M-36; Developer agrees to receive approval of and work in coordination with and under the supervision of the TOWNSHIP Planning Department to trim, thin and remove trees, shrubs and other vegetation around the entrance sign consistent with the foregoing goals.
- b. Vegetation on Units 9 and 11 shall not be altered until site plan approval is granted and construction has started on those properties. Future development of those properties shall meet the landscaping standards in the Zoning Ordinance including but not limited to the regulations under section 7.75 and Section 9.4

- c. Existing trees and shrubs on Unit 10 (referred to in the original HPUD Agreement as Parcel "2") which DEVELOPER was not required to add per the landscape plan shown as an overlay on Exhibit A may remain, be thinned or be trimmed or by the DEVELOPER's with approval of Hamburg Township staff, in order to create visibility from M-36 through Unit 10 to the shopping center in order to achieve the following goals to:
  - i. facilitate the creation of substantial sight lines from M-36 to the shopping center and
  - ii. retain as much of the trees, shrubs and natural vegetation on as is reasonably possible without materially interfering with goal (i) above as determined by Hamburg Township staff.
- d. The Developer agrees to receive approval of and work in coordination with and under the supervision of the TOWNSHIP Planning Department to trim, thin and remove trees, shrubs and other vegetation on Unit 10 consistent with the foregoing goals.

D. The Natural Lands areas shall be maintained by the owner(s) thereof as follows:

1. The existing Natural Lands being the area identified as Parcels 2 and 3 on **Exhibit A** of this Second Amended HPUD Agreement shall remain undisturbed and in a natural state subject to DEVELOPER'S right to create a floodplains mitigation area as described in paragraph 2.D.4. below.

3. Except with respect to Unit 9, Unit 10, and Unit 11, Natural Lands, including any areas that have been seeded with meadow seed pursuant to the original HPUD Agreement, shall remain undisturbed and in a natural state. The areas restored with meadow seed shall not be mowed, except for the detention basin area which shall be mowed twice per year.

4. The HPUD approval was granted based upon the fact that the only hardship established was in the eastern portion of the property due to the proximity to the Livingston County Wildlife and Conservation Club (the "Club"). DEVELOPERS agree that they shall not develop the acreage contained in Parcel 3, except for the creation of a floodplain mitigation area on the northerly portion of Parcel 3.

5. No modification of the HPUD as amended hereby, including any other use of the Property, shall be permitted without the prior approval of the TOWNSHIP through the Township Board, after review and recommendation by the Planning Commission. The Township Board shall have the sole discretion to grant or deny any requested modification. In the event that the TOWNSHIP Board agrees, in its sole discretion, to allow any other use of the Property other than as described in this Second Amended HPUD Agreement, such use shall comply with all applicable township ordinances and standards, which ordinances and standards may be waived or modified by the TOWNSHIP in its sole discretion. Such right to modify shall include the ability of the TOWNSHIP, in the exercise of its discretion, to require more stringent standards than set forth in the ordinances. Notwithstanding the foregoing, DEVELOPERS and ASSOCIATION shall be entitled to expand the Condominium as shown in Exhibit A to incorporate proposed Units 9, 10 and 11 and the proposed General Common Element Area subject to TOWNSHIP review and approval provided that any such expansion is in compliance with the Michigan Condominium Act and an appropriate amendment to the Condominium Master Deed is

duly recorded in the Livingston County Register of Deeds. In addition, any other use would be required to meet, a minimum, the following design standards:

a. Building design shall be consistent with the character of the development;

b. Materials shall consist of high quality materials such as brick, stone and glass with minimum use of EIFS as an accent material;

c. Parking for Units 7, 8, 9, 10 and 11 (the "outlots") must meet the following: Parking for Units 7 and 8 shall be set back a minimum of 20 feet from M-36 and the right-of-way and screened per a site plan approved by the TOWNSHIP Board after recommendation by the Planning Commission, and Parking for unit 9, 10 and 11 shall be south of the proposed building on the lots or shall be set back a minimum of 50 feet from M-36 from the right-of-way and screened per a site plan approved by the TOWNSHIP Board after a recommendation by the Planning Commission, provided that Unit 7 has previously been developed per an approved site plan and shall remain in compliance with said approved site plan ; and

d. No new access points to M-36 shall be proposed or permitted. All units shall be accessed through the interior layout of the Chilson Commons development.

6. At the time of the execution of this Second Amended HPUD Agreement, DEVELOPERS KROGER, TCF and the ASSOCIATION represent that they are collectively the owners of the Property. The owners shall have the right to sell transfer, assign and/or mortgage the Property and any portion thereof. DEVELOPERS shall have the right to divide the Property, expand or further subdivide Parcel 1, in whole or in part, subject to the terms and conditions of this amendment. All such conveyances and divisions shall be in accordance with state law and all TOWNSHIP ordinances. In the event anyone elects to sell all or any portion of the Property, the terms and conditions of this Second Amended HPUD Agreement shall become the obligation of, the responsibility of and binding upon any successor owner of any portion of the Property. In connection therewith, the Property owners agree to provide for the continued maintenance of such areas as the parking lot, landscaping, signage and utilities including stormwater management and to provide appropriate reciprocal easements for storm water retention, parking and access, ingress and egress to and from any portion of the property and the public highways adjacent to the Property owned by them.

7. The owner of each Parcel and/or Unit comprising the Property shall be responsible for the upkeep, maintenance and repair of that portion of the common area situated on its Parcel/Unit. Maintenance shall include, to the extent applicable, paved surfaces, removal of trash and debris, removal of snow and ice from paved surfaces and sidewalks, maintenance of parking signs, exist and directional markers, as well as other necessary traffic control signs, cleaning of lighting fixtures and re-lamping, re-striping, maintenance of electrical and stormwater lines exclusively providing service to the common areas, maintenance of landscaping and mowing and grooming or all seeded, sodded and ground-covered areas. The anchor ground sign shall be the responsibility of the owner of Unit 1 and the retail sign shall be the responsibility of the ASSOCIATION.

8. To the extent the Second Amended HPUD is silent as to any matters governed by TOWNSHIP Ordinances and Regulations, the TOWNSHIP Ordinances and Regulations shall apply.

9. This provision is made in part due to the recognition of existing activities of the Club and the desire of Developer and Club to exist in harmony with each other. The planned flood plain mitigation area was placed next to the Club's property to create a setback area (the "Setback") from the edge of the shooting range (the "Range"). The Developer affirms the right of the Club to exist and continue to conduct its ordinary and ongoing activities as they now exist based on the recognition that the Club does not have a detrimental effect on the operation of the shopping center.

10. A breach of this Agreement shall constitute a nuisance per se, which shall be abated. Developer and the Township therefore agree that, in the event of a breach of this Agreement by Developer, the Township, in addition to any other relief to which it may be entitled at law or in equity, or any other provisions of this Agreement shall be entitled under this Agreement to relief in the form of specific performance and an order of the court requiring abatement of the nuisance per se. In the event of a breach of this Second Amended HPUD Agreement by an owner, its agents, officers, employees or persons acting in concert with it, the Township shall notify the owner of the occurrence of the breach and delivery to the owner a written notice requiring the breach to be cured within thirty (30) days; provided, however, that if the breach by its nature cannot be cured within thirty (30) days, the owner shall not be deemed to be in default hereunder if the owner commences the cure within the thirty (30) day period and diligently thereafter pursues the cure to completion. In the event of a breach of this Second Amended HPUD Agreement, the TOWNSHIP may pursue any remedies permitted by law. Failure to comply with such notice shall, in addition to any other relief to which the Township may be entitled in equity or at law, render Developer liable to the Township in any suit for enforcement for actual costs incurred by the Township including, but not limited to, reasonable attorneys' fees, expert witness fees and the like.

11. This Second Amended HPUD Agreement contains the entire agreement between the Parties. No statements, promises or endorsement made by either Party or agent of either Party that are not contained in this Agreement shall be valid or binding.

12. This Second Amended HPUD Agreement may not be amended except in writing signed by the parties and recorded in the same manner as this Second Amended HPUD Agreement.

13. This Second Amended HPUD Agreement shall be governed by the laws of the State of Michigan, both as to interpretation and performance. Any and all suits for any and every breach of this Agreement may be instituted and maintained in any court of competent jurisdiction.

14. No waiver of any breach of this Second Amended HPUD Agreement shall be held to be a waiver of any subsequent breach. All remedies afforded in this Second Amended HPUD Agreement shall be taken and construed as cumulative in addition to every other remedy provided by law.

15. The signors of this Second Amended HPUD Agreement warrant and represent that they have the authority to sign this Agreement on behalf of their respective principals



and the authorities that bind each Party to this Second Amended HPUD Agreement according to its terms. Further, each of the Parties represent that the execution of this Second Amended HPUD Agreement has been duly authorized and is binding on such Parties.

16. This Second Amended HPUD Agreement shall run with the land and bind the Parties, their heirs, successors and assigns. A transfer of title by an owner of a Parcel/Unit shown in **Exhibit A** shall not relieve the transferor of liability for obligations accruing prior to the recording the instrument of conveyance. The transferor, however, shall be relieved of any further accruing obligations under this Second Amended HPUD Agreement. This Second Amended HPUD Agreement shall be recorded in the Livingston County Records by the Parties hereto, and a recorded copy thereof shall be delivered to the Township forthwith. It is understood that successors shall take their interest in the Property subject to the terms of Second Amended HPUD Agreement.

17. In the event the Property, or any part thereof, is transferred so that the Property, in its entirety, is owned by more than one person or entity, any breach of this Agreement or violation of any applicable provision of the ordinance of the Township occurring on any part of the Property will be the sole responsibility and liability of the person or entity who or which owns that Parcel/Unit of the Property on which the breach or violation occurs and will have no effect whatsoever on the other portions of the Property or the owners of such other portions.

18. Intentionally omitted.

19. Both parties understand and agree that if any part, term, or provision of this Agreement is held by a court of competent jurisdiction, and as a final enforceable judgment, to be illegal or in conflict with any law of the State of Michigan or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term, or provisions held to be invalid.

20. Developer has negotiated with the Township the terms of the HPUD Site Plan, HPUD Conditions, and this Agreement, and such documentation represents the product of the joint efforts and mutual agreements of Developer and the Township. Developer fully accepts and agrees to the final terms, conditions, requirements and obligations of the HPUD Site Plan and HPUD Agreement, and Developer shall not be permitted in the future to claim that the effect of the HPUD Site Plan and HPUD Agreement results in an unreasonable limitation upon uses of all or a portion of the Land, or claim that enforcement of the HPUD Site Plan and HPUD Agreement causes an inverse condemnation, other condemnation or taking of all or any portion of the Land. Developer and the Township agree that this Agreement and its terms, conditions, and requirements are lawful and consistent with the intent and provisions of local ordinances, state and federal law, and the Constitutions of the State of Michigan and the United States of America. Developer has offered and agreed to proceed with the undertakings and obligations as set forth in this Agreement in order to protect the public health, safety, and welfare and provide material advantages and development options for Developer, all of which Undertakings and obligations Developer and the Township agree are necessary in order to ensure public health, safety, and welfare, to ensure compatibility with adjacent uses of land, to promote use of the Land in a socially, environmentally, and economically desirable manner, and to achieve other reasonable and legitimate objective of the Township and Developer, as authorized under applicable Township ordinances and the Michigan Zoning Enabling Act, MCL 125.3101, et seq., as amended. Developer further agrees and acknowledges that the terms, conditions, obligations, and requirements of this Agreement are

clearly and substantially related to the burdens to be created by the development and use of the Land under the HPUD Site Plan, and are, without exception, clearly and substantially related to the Township's legitimate interests in protecting the public health, safety and general welfare.

21. The Recitations contained in this Agreement and all exhibits attached to this Agreement and referred to herein shall for all purposes be deemed to be incorporated in this Agreement by this reference and made a part of this Agreement. Headings are descriptive only.

22. This Agreement is intended as the complete integration of all understandings between the parties related to the subject matter herein. No prior contemporaneous addition, deletion, or other amendment shall have any force or effect whatsoever, unless embodied herein in writing. No subsequent notation, renewal, addition, deletion or other amendment shall have any force or effect unless embodied in a written amendatory or other agreement executed by the parties required herein, other than additional conditions which may be attached to site plan approvals as stated above.

23. The parties intend that this Agreement shall create no third-party beneficiary interest except for an assignment pursuant to this Agreement. The parties are not presently aware of any actions by them or any of their authorized representatives which would form the basis for interpretation construing a different intent and expressly disclaim any such acts or actions, particularly in view of the integration of this Agreement.

24. 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 HPUD Site Plan and this Agreement which apply, the Township, in the reasonable exercise of its discretion, shall determine the regulations of the Township's Zoning Ordinance, as that Ordinance may have been amended, or other Township Ordinances that shall be applicable, provided that such determination is not inconsistent with the nature and intent of the Amended HPUD Site Plan and does not change or eliminate any development right authorized by the HPUD Site Plan. In the event of a conflict or inconsistency between two or more provisions of the HPUD Site Plan (including notes thereto) and/or this Agreement, or between such documents and applicable Township ordinances, the more restrictive provision, as determined in the reasonable discretion of the Township, shall apply.

25. Both parties acknowledge and agree that they have had the opportunity to have the HPUD Site Plan, HPUD Terms & Conditions, and this Agreement, reviewed by legal counsel.

*[signatures and notarizations on following pages]*

[Signature lines continuing from page 10 of the Second Amended and Fully Restated Hardship Planned Unit Development Agreement.]

Signed the day and date first above written.

HAMBURG TOWNSHIP, a Michigan municipal corporation

By: Patrick J Hohl

Its: Township Supervisor

Michael Dolan

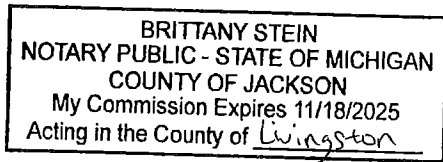
By: MICHAEL DOLAN

Its: TOWNSHIP CLERK

STATE OF MICHIGAN )  
 )SS  
COUNTY OF LIVINGSTON)

The foregoing Second Amended and Fully Restated Hardship Planned Unit Development Agreement was acknowledged by me on December 4, 2020, by Patrick J Hohl and Michael Dolan, the Supervisor and Clerk respectively, of Hamburg Township, a Michigan Municipal corporation, for and on behalf of such municipal corporation.

Brittany Stein  
Notary Public



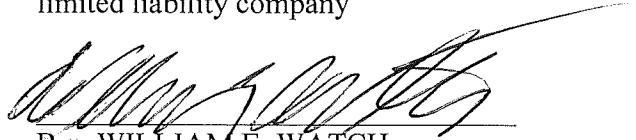
Brittany Stein [printed name]  
In the County of Jackson Michigan  
My Commission Expires: 11-18-2025  
Acting in Livingston County, Michigan

[signatures and notarizations continued on following pages]

[Signature lines continuing from page 11 of the Second Amended and Fully Restated Hardship Planned Unit Development Agreement.]

Signed the day and date first above written.

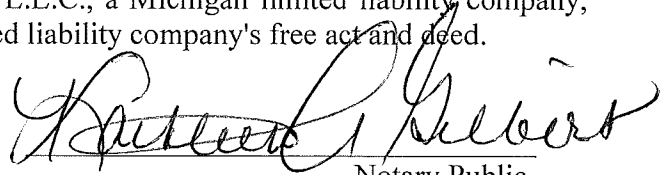
FIRST CHILSON, L.L.C., a Michigan limited liability company



By: WILLIAM E. WATCH  
Its: Managing Member

STATE OF MICHIGAN        )  
  )SS  
COUNTY OF ~~LIVINGSTON~~) OAKLAND

The foregoing Second Amended and Fully Restated Hardship Planned Unit Development Agreement was acknowledged by me on DECEMBER 11, 2020, by WILLIAM E. WATCH, the Managing Member of First Chilson, L.L.C., a Michigan limited liability company, and for and on behalf of such company as said limited liability company's free act and deed.



Notary Public

KATHLEENA A. GILBERT  
Notary Public, State of Michigan, County of Oakland  
My Commission Expires March 22, 2021  
Acting in the County of Oakland

\_\_\_\_\_ [printed name]

In the County of \_\_\_\_\_ Mich

My Commission Expires: \_\_\_\_\_

Acting in \_\_\_\_\_ County, Michigan

[signatures and notarizations continued on following page]

[Signature lines continuing from page 12 of the Second Amended and Fully Restated Hardship Planned Unit Development Agreement.]

Signed the day and date first above written.

CHILSON COMMONS, L.L.C., a Michigan limited liability company, MI

By: First Chilson, L.L.C., a limited liability company  
Its: Manager

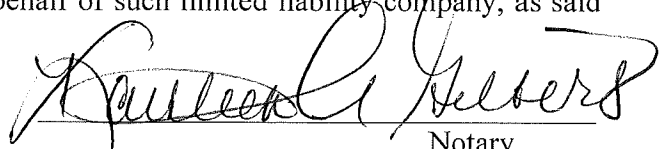


By: WILLIAM E. WATCH  
Its: Managing Member

STATE OF MICHIGAN        )  
  )SS  
COUNTY OF ~~LIVINGSTON~~) OAKLAND

The foregoing Second Amended and Fully Restated Hardship Planned Unit Development Agreement was acknowledged by me on DECEMBER 11, 2020, by WILLIAM E. WATCH, Managing Member of Chilson Commons, L.L.C., a Michigan limited liability company, by First Chilson, L.L.C., its Manager, for and on behalf of such limited liability company, as said limited liability company's free act and deed.

KATHLEEN A. GILBERT  
Notary Public, State of Michigan, County of Oakland  
My Commission Expires March 22, 2021  
Acting in the County of Oakland



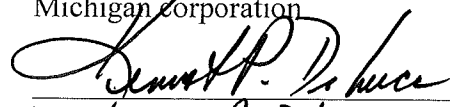
Notary  
Public  
\_\_\_\_\_ [printed name]  
In the County of \_\_\_\_\_ Michigan  
My Commission Expires: \_\_\_\_\_  
Acting in \_\_\_\_\_ County, Michigan

[signatures and notarizations continued on following page]

[Signature lines continuing from page 13 of the Second Amended and Fully Restated Hardship Planned Unit Development Agreement.]

Signed the day and date first above written.

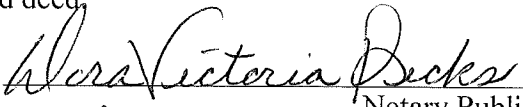
THE KROGER CO. OF MICHIGAN, a  
Michigan corporation

  
By: KENNETH P. DeLuca  
Its: PRESIDENT

STATE OF Michigan)  
                                  )SS  
COUNTY OF Oakland)

The foregoing Second Amended and Fully Restated Hardship Planned Unit Development Agreement was acknowledged by me on November 19, 2020, by Kenneth P. DeLuca, President of The Kroger Co. of Michigan, a Michigan corporation, as said corporation's free act and deed.

DORA VICTORIA RICKS  
Notary Public, State of Michigan  
County Of Wayne  
My Commission Expires 06-05-2023  
Acting in the County of Oakland

  
Notary Public  
Dora Victoria Ricks [printed name]  
In the County of Wayne  
My Commission Expires: 6/5/23  
Acting in Oakland County, Michigan

[signatures and notarizations continued on following page]

[Signature lines continuing from page 14 of the Second Amended and Fully Restated Hardship  
Planned Unit Development Agreement.]

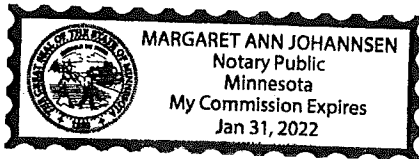
Signed the day and date first above written.

TCF NATIONAL BANK, a national  
banking association

Paul Gibbs  
By: Paul Gibbs  
Its: Vice President Corporate Real Estate

STATE OF Minnesota,  
COUNTY OF Hennepin)<sup>SS</sup>

The foregoing Second Amended and Fully Restated Hardship Planned Unit Development Agreement was acknowledged by me on January 18, 2020, by Paul Gibbs, Vice President Corporate Real Estate of TCF National Bank, a national banking association, as said entity's free act and deed.



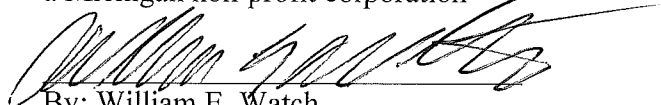
Margaret Ann Johannsen  
Notary Public  
Margaret Ann Johannsen [printed name]  
In the County of  
Hennepin, Minnesota  
My Commission Expires: 1/31/2022  
Acting in Hennepin County, MN

[signatures and notarizations continued on following page]

[Signature lines continuing from page 15 of the Second Amended and Fully Restated Hardship Planned Unit Development Agreement.]

Signed the day and date first above written.

CHILSON COMMONS SHOPPING  
CENTER CONDOMINIUM ASSOCIATION,  
a Michigan non-profit corporation



By: William E. Watch  
Its: President

STATE OF MICHIGAN        )  
  )SS  
COUNTY OF OAKLAND

The foregoing Second Amended and Fully Restated Hardship Planned Unit Development Agreement was acknowledged by me on December 11, 2020, by William E. Watch, President of Chilson Commons Shopping Center Condominium Association, a Michigan non-profit corporation, as said corporation's free act and deed.



Notary Public

[printed name]

KATHLEEN A. GILBERT  
Notary Public, State of Michigan, County of Oakland  
My Commission Expires March 22, 2021  
Acting in the County of Oakland

In the County of \_\_\_\_\_,

My Commission Expires: \_\_\_\_\_

Acting in \_\_\_\_\_ County, \_\_\_\_\_

**Drafted by and when recorded return to:**

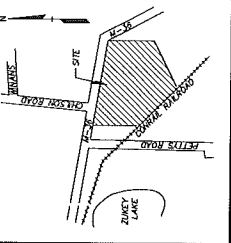
**Ronn S. Nadis  
Couzens Lansky  
39395 W. 12 Mile, Suite 200  
Farmington Hills, MI 48331**







NO.	DATE	REVISIONS
1	03/14/20	AS PER PLAN
2	03/14/20	AS PER PLAN
3	03/14/20	AS PER PLAN
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100	03/14/20	AS PER PLAN



LOCATION MAP - NOT TO SCALE

**PARCEL 1**  
**CHILSON COMMONS SHOPPING CENTER CONDOMINIUM**  
 Part of the East 116 rods in width of that part of the Southeast fractional 1/4 of Section 22, Town 01 North, Range 05 East, Hamburg Township, Livingston County, Michigan, which lies North of the Huron River and the Grand Trunk Railroad more particularly described as follows: Commencing at the East 1/4 Corner of Section 22; thence along the east line of said Section, South 01 degrees 08 minutes 28 seconds East, 95.25 feet to the south line of M-36; thence along said south line of M-36 the following four (4) courses:

1. 180.08 feet along a curve to the left having a radius of 482.60 feet and a chord that bears North 73 degrees 10 minutes 10 seconds West, 179.03 feet; thence North 73 degrees 10 minutes 10 seconds West, 33.00 feet;
2. 63.17 feet along a curve to the left having a radius of 449.60 feet and a chord that bears North 87 degrees 53 minutes 03 seconds West, 63.16 feet;
3. South 88 degrees 05 minutes 53 seconds West, 286.53 feet;
4. the Point of Beginning of this description;

thence South 04 degrees 47 minutes 42 seconds East, 536.87 feet; thence South 75 degrees 59 minutes 05 seconds East, 54.43 feet; thence South 29 degrees 29 minutes 39 seconds West, 286.53 feet; thence North 61 degrees 00 minutes 39 seconds West, 286.53 feet; thence 37.38 feet along a curve to the right having a radius of 84.50 feet and a chord that bears North 85 degrees 24 minutes 34 seconds West, 37.07 feet; thence North 52 degrees 44 minutes 16 seconds West, 81.36 feet; thence 76.46 feet along a curve to the left having a radius of 200.00 feet and a chord that bears North 76 degrees 07 minutes 52 degrees 41 minutes 22 seconds West, 178.04 feet; thence North 62 degrees 41 minutes 15 seconds East, 183.17 feet; thence North 81 degrees 15 minutes 29 seconds West, 86.71 feet; thence North 68 degrees 15 minutes 56 seconds West, 82.02 feet; thence 22 minutes 15 seconds West, 166.41 feet; thence South 34 degrees 22 minutes 15 seconds East, 47.14 feet; thence South 44 degrees 22 minutes 15 seconds East, 166.41 feet; thence South 88 degrees 15 minutes 46 seconds East, 82.05 feet; thence South 88 degrees 15 minutes 46 seconds East, 82.05 feet; thence South 88 degrees 15 minutes 46 seconds East, 86.71 feet; thence South 88 degrees 15 minutes 46 seconds East, 155.09 feet; thence South 62 degrees 41 minutes 52 seconds East, 178.04 feet; thence South 72 degrees 12 minutes 22 seconds East, 178.04 feet; thence 76.46 feet along a curve to the right having a radius of 200.00 feet and a chord that bears South 62 degrees 01 minutes 46 seconds East, 76.46 feet;
- 15. 37.38 feet along a curve to the left having a radius of 84.50 feet and a chord that bears South 65 degrees 24 minutes 34 seconds East, 37.07 feet;
- 16. South 52 degrees 44 minutes 16 seconds East, 81.36 feet;
- 17. South 51 degrees 00 minutes 39 seconds East, 286.53 feet;
- 18. North 25 degrees 59 minutes 05 seconds West, 54.43 feet;
- 19. North 25 degrees 59 minutes 05 seconds West, 54.43 feet;
- 20. North 04 degrees 47 minutes 42 seconds West, 536.87 feet to the southerly line of M-36;

thence along the southerly line of M-36 the following four (4) courses:

1. North 88 degrees 05 minutes 53 seconds East, 81.20 feet;
2. 63.17 feet along a curve to the right having a radius of 449.60 feet and a chord that bears South 87 degrees 53 minutes 03 seconds East, 63.11 feet;
3. 180.08 feet along a curve to the right having a radius of 482.60 feet and a chord that bears South 73 degrees 10 minutes 10 seconds East, 179.03 feet and returning to the Point of Beginning.

Containing 38.30 acres of land and subject to and easements or restrictions of record.

**PARCEL 2**  
 Part of the East 116 rods in width of that part of the Southeast fractional 1/4 of Section 22, Town 01 North, Range 05 East, Hamburg Township, Livingston County, Michigan, which lies North of the Huron River and the Grand Trunk Railroad more particularly described as follows: Commencing at the East 1/4 Corner of Section 22; thence along the east line of said Section, South 01 degrees 08 minutes 28 seconds East, 95.25 feet to the south line of M-36; thence along said south line of M-36 the following seven (7) courses:

1. 180.08 feet along a curve to the left having a radius of 482.60 feet and a chord that bears North 73 degrees 10 minutes 10 seconds West, 179.03 feet; thence North 73 degrees 10 minutes 10 seconds West, 33.00 feet;
2. 63.17 feet along a curve to the left having a radius of 449.60 feet and a chord that bears North 87 degrees 53 minutes 03 seconds West, 63.16 feet;
3. South 88 degrees 05 minutes 53 seconds West, 286.53 feet;
4. the Point of Beginning of this description;
5. South 02 degrees 19 minutes 10 seconds West, 355.42 feet;
6. South 87 degrees 40 minutes 32 seconds West, 611.94 feet to the northwest corner of Parcel 1;
7. the westerly boundary of Parcel 1, along the westerly boundary of Parcel 1 to the Point of Beginning of this description;

thence continuing along the outer boundary of Parcel 1 the following nine (9) courses:

1. North 88 degrees 31 minutes 32 seconds East, 193.49 feet;
2. North 88 degrees 31 minutes 32 seconds East, 193.49 feet;
3. South 80 degrees 04 minutes 04 seconds West, 167.85 feet;
4. South 44 degrees 22 minutes 15 seconds West, 167.85 feet;
5. South 34 degrees 45 minutes 45 seconds West, 52.82 feet;
6. South 17 degrees 23 minutes 42 seconds West, 70.54 feet;
7. South 36 degrees 36 minutes 16 seconds West, 19.02 feet;
8. South 37 degrees 49 minutes 19 seconds West, 113.77 feet;
9. the North 01 degrees 08 minutes 28 seconds West, parallel with said east line of Section 22, 446.78 feet returning to the Point of Beginning of this description.

Containing 1.63 acres of land and subject to any easement or restrictions of record.

**PARCEL 3**  
 Part of the East 116 rods in width of that part of the Southeast fractional 1/4 of Section 22, Town 01 North, Range 05 East, Hamburg Township, Livingston County, Michigan, which lies North of the Huron River and the Grand Trunk Railroad more particularly described as follows: Commencing at the East 1/4 Corner of Section 22; thence along the east line of said Section, South 01 degrees 08 minutes 28 seconds East, 95.25 feet to the south line of M-36; thence along said south line of M-36 the following twenty-one (21) courses:

1. North 01 degrees 08 minutes 28 seconds West, 56.31 feet;
2. North 37 degrees 49 minutes 19 seconds East, 102.79 feet;
3. North 49 degrees 41 minutes 08 seconds East, 97.08 feet;
4. North 17 degrees 23 minutes 42 seconds East, 25.83 feet;
5. North 17 degrees 23 minutes 42 seconds East, 47.14 feet;
6. North 34 degrees 45 minutes 45 seconds East, 166.41 feet;
7. North 44 degrees 22 minutes 15 seconds East, 166.41 feet;
8. South 46 degrees 59 minutes 56 seconds East, 82.05 feet;
9. South 88 degrees 15 minutes 46 seconds East, 82.05 feet;
10. South 88 degrees 15 minutes 46 seconds East, 86.71 feet;
11. South 88 degrees 15 minutes 46 seconds East, 155.09 feet;
12. South 62 degrees 41 minutes 52 seconds East, 178.04 feet;
13. South 72 degrees 12 minutes 22 seconds East, 178.04 feet;
14. 76.46 feet along a curve to the right having a radius of 200.00 feet and a chord that bears South 62 degrees 01 minutes 46 seconds East, 76.46 feet;
15. 37.38 feet along a curve to the left having a radius of 84.50 feet and a chord that bears South 65 degrees 24 minutes 34 seconds East, 37.07 feet;
16. South 52 degrees 44 minutes 16 seconds East, 81.36 feet;
17. South 51 degrees 00 minutes 39 seconds East, 286.53 feet;
18. North 25 degrees 59 minutes 05 seconds West, 54.43 feet;
19. North 25 degrees 59 minutes 05 seconds West, 54.43 feet;
20. North 04 degrees 47 minutes 42 seconds West, 536.87 feet to the southerly line of M-36;

thence along the southerly line of M-36 the following four (4) courses:

1. North 88 degrees 05 minutes 53 seconds East, 81.20 feet;
2. 63.17 feet along a curve to the right having a radius of 449.60 feet and a chord that bears South 87 degrees 53 minutes 03 seconds East, 63.11 feet;
3. 180.08 feet along a curve to the right having a radius of 482.60 feet and a chord that bears South 73 degrees 10 minutes 10 seconds East, 179.03 feet and returning to the Point of Beginning.

Containing 38.30 acres of land and subject to and easements or restrictions of record.

**CAUTION:**  
 THIS PLAN IS A PRELIMINARY PLAN AND IS NOT TO BE USED FOR CONVEYANCE OF INTERESTS IN REAL ESTATE WITHOUT THE APPROVAL OF THE REGISTER OF DEEDS.  
 ANY CHANGES TO THIS PLAN MUST BE MADE BY A CORRECTED PLAN.  
 THE REGISTER OF DEEDS DOES NOT GUARANTEE THE ACCURACY OF THIS PLAN.  
 ANY DISCREPANCIES BETWEEN THIS PLAN AND THE ORIGINAL RECORD SHALL BE RESOLVED BY REFERENCE TO THE ORIGINAL RECORD.

**811**  
 Non-Emergency  
 Call  
 1-800-393-6749  
 www.michigan.gov

**PEA**  
 PEAK ENVIRONMENTAL ASSOCIATES, INC.  
 2400 BROADWAY, SUITE 200  
 SOUTHFIELD, MI 48034  
 1-248-656-0000  
 WWW.PEA-INC.COM

**PEA, Inc.**  
 2400 BROADWAY, SUITE 200  
 SOUTHFIELD, MI 48034  
 1-248-656-0000  
 WWW.PEA-INC.COM

**PUD AMENDMENT EXHIBIT**  
 CHILSON COMMONS  
 27000 KINGSBURY LANE, SUITE 200  
 SOUTHFIELD, MI 48034  
 1-248-656-0000  
 WWW.PEA-INC.COM

**ORIGINAL DATE/DATE**  
 MARCH 14, 2020  
**SCALE:** 1" = 60'

**DRAWING NUMBER**  
 3 of 3

**MOTION TO APPROVE REZONING AND AMENDED HPUD PLAN AND AGREEMENT**

I move to approve the request of First Chilson, Chilson Commons LLC, Kroger, TCF Bank and the Chilson Commons Shopping Center Condominium Association for the Chilson Commons shopping center development for a Zoning Map Amendment to rezone property from Water Front Residential (WFR) to Community Service (CS), subject to an Amended Hardship Planned Unit Development Agreement (HPUD) Agreement and corresponding HPUD Plan Amendment, based on the following findings:

**I. The Zoning Map Amendment for Rezoning from Water Front Residential to Community Service is hereby approved because:**

A. The proposed rezoning is consistent with the Township's Master Plan goals and M-36 Corridor Plan goals for the subject property and consistent with the Master Plan, the rezoning will:

- 1) Protect, preserve, and enhance whenever possible the unique and desirable natural amenities of Hamburg Township;
- 2) Preserve the natural and historic character of Hamburg Township by accommodating a reasonable amount of development, but ensuring the development is in harmony with the natural features and the unique environmental requirements of the Township;
- 3) Direct future development to those areas most suited for that type of development;
- 4) Cluster and contain future commercial development around existing commercial areas in the Hamburg Village, Village Center, M-36/Chilson Road, Lakeland, M-36 / Pettysville Road areas to enhance and serve the residents of the surrounding neighborhoods and motorists on M 36; and, will
- 5) Encourage the development of the Village Center as indicated in the Village Center Master Plan.

**Exhibit B**

B. The proposed rezoning from WFR to CS is consistent with the Township's M-36 Corridor Plan goals for the subject property because the rezoning will meet M-36 Corridor Plan Goals by:

- 1) Preserving the rural character of Hamburg Township by accommodating a reasonable amount of development, but ensuring the development retains or adds to the rural appearance and natural features;
- 2) Preserving existing landscaping and natural features viewed along M-36 to the extent that the Development will be situated away from the roadway and key view sheds protected to retain an appearance of low intensity development; and
- 3) Cluster future commercial development around existing commercial areas at major intersections to create nodes that serve the residents of the surrounding neighborhoods and motorists on M-36.

**II. The proposed Amendment to the HPUD Plan and Agreement are hereby approved subject to modifications consistent with the approved HPUD Plan to be approved by the Township Planning and Zoning Administrator and Township Attorney because:**

A. The Applicant's property has been previously approved for and developed as a commercial shopping center because of the location of the Livingston Conservation Club (LCC) and the shooting range associated with the club which made the site unsuitable for residential development. The shooting range still exists. Furthermore, based on the limited use of the property and vacancies consistent since 2004, the Amended Plan is required to allow for a more vibrant commercial development, allowing for additional or different uses and additional space for development;

B. The previous approval was based on unique circumstances peculiar to this property making it unsuitable for use for residential purposes and not general neighborhood conditions, based on the location of the shooting range, which is still in operation. The Amended Plan is required to allow for a more vibrant commercial development, allowing for additional or different uses and additional space for development;

C. The Applicant's suggested use would not alter the essential character of the area subject to the providing adequate landscaping, building location and design, and site layout, since the commercial use of the subject site has been in place since 2004 and is consistent with the Township's master plan. The area around the intersection of M-36 and Chilson Road is mostly commercial; and

D. The Applicant's problem has not been self-created since the shooting range pre-existed the development and the market for commercial services has dictated the viability of commercial uses in the area since 2004.

The HPUD Plan and Amendment are the minimum relief required to allow reasonable use of the property, while maintaining the essential character of the area since the proposed and surrounding commercial uses are consistent and the current HPUD Plan has not resulted in the optimum use of space within the development.

**III. The motion is made subject to the following Conditions of Approval, which shall be included in the Amended HPUD Agreement"**

A. No new access points to M-36 shall be proposed or permitted. All units shall be access through the interior layout of the Chilson Commons development;

B. The existing vegetation on units 9 and 11 shall not be altered until site plan approval is granted and construction has started on those properties. Future development of those properties shall meet the landscaping standards in the Zoning Ordinance including but not limited to the regulations under section 7.75 and Section 9.4;

C. Units 9, 10, and 11 shall be designed so that the building are closer to M-36 and the main parking areas for those sites are to the south of the building. Where this cannot be done there shall be a landscape buffer of at least 50 feet between the north property line and the parking area. The natural existing vegetation shall be preserved as much as possible in this landscape buffer.

D. The Master Deed and Bylaws shall be revised to be consistent with the proposed First Amended and Fully Restated Hardship Planned Unit Development Agreement and the Conditions. The Township Attorney shall review all of these documents prior to recording.

E. The landscaping regulation in the HPUD shall be revised to allow trimming and thinning of the vegetation on Unit 10 and around the entrance signs at the west entrance to the project as suggested by the Planning Commission at the June 17, 2020 meeting.

**MOTION TO APPROVE AMENDED SITE PLAN CONSISTENT WITH  
REZONING AND AMENDED HPUD PLAN AND AGREEMENT**

I move to approve the request of First Chilson, Chilson Commons LLC, Kroger, TCF Bank and the Chilson Commons Shopping Center Condominium Association for the Chilson Commons shopping center development for an amendment to the approved site plan for consistency with the approved Zoning Map Amendment to rezone property from Water Front Residential (WFR) to Community Service (CS), subject to an Amended Hardship Planned Unit Development Agreement (HPUD) Agreement and corresponding HPUD Plan Amendment, and subject to site plan approval being required for all future development of the proposed outlots (units 8, 9, 10, and 11) to meet all provisions of the Zoning Ordinance and the HPUD agreement, based on the facts that the project will meet the Standards in Section 4.5.7 for site plans as set forth in Items A through L below and in the the June 17, 2020 and the July 15, 2020 Staff Reports.

**A. The proposed development conforms to all provisions of the Zoning Ordinance, as amended. The proposed revisions do not propose any physical changes to the site or improvements at this time and the layout as proposed is consistent with the Amended HPUD Plan;**

**B. All required information has been provided;**

**C. The movement of vehicular and pedestrian traffic within the site and in relation to access streets and sidewalks will be safe and convenient. The overall traffic impacts, vehicular and pedestrian circulations, along with all other requirements of site plan review will be addressed when site plans for units 9, 10 and 11 are submitted.**

**D. The proposed development will be harmonious with existing and future uses in the immediate area and the community. Although the project proposes expanding the commercial use and reducing the amount of land preserved as natural open space on the site, most of the existing lots surrounding the subject property have commercial uses. The proposed development provides the necessary infrastructure improvements, such as roads, drainage, pedestrian facilities and utilities, to serve the site, and be adequately coordinated with the current and future use of adjacent properties.**

**E. The proposed development provides the necessary infrastructure improvements, such as roads, drainage, pedestrian facilities and utilities, to serve the site, and be adequately coordinated with the**



current and future use of adjacent properties. The proposed project does not include any physical changes to the site at this time.

F. The applicable requirements of Township, County and State agencies are met regarding grading and surface drainage and for the design and construction of storm sewers, storm water holding facilities, water mains, and sanitary sewers. The proposed project does not include any physical changes to the site at this time.

G. Natural resources will be preserved to the maximum extent possible in the site design by developing in a manner which will not detrimentally affect or destroy natural features such as lakes, ponds, streams, wetlands, steep slopes, and woodlands. When units 9 and 11 are developed if any wetlands or floodplains are disturbed all state and federal regulations will need to be met.

H. The proposed development shall respect the natural topography to the maximum extent possible by minimizing the amount of cutting, filling, and grading required. The proposed project does not propose any physical changes to the grading on the site at this time.

I. The proposed development will not cause soil erosion or sedimentation. The proposed project does not propose any physical changes to the site at this time.

J. Landscaping, including trees, shrubs and other vegetative material is provided to maintain, improve and/or restore the aesthetic quality of the site. The future development of this site requires site plan review consistent with the Amended HPUD Plan and Agreement and all applicable Zoning Ordinance requirements to the extent that they are consistent with Amended HPUD Plan and Agreement. Existing vegetation on units 9 and 11 shall not be altered until site plan approval is granted on those properties. Future development of those properties shall meet the landscaping standards in the Zoning Ordinance including but not limited to the regulations under section 7.75 and Section 9.4.

**K. Conformance to the adopted Hamburg Township Engineering and Design Standards. The proposed project does not propose any changes to the engineering of the project at this time.**

**L. All proposed commercial, office, industrial, institutional and multiple family development shall utilize quality architecture to ensure that buildings are compatible with surrounding uses, protect the investment of adjacent landowners, blend harmoniously into the streetscape and meet the objectives the Township Master Plan. New buildings, additions and renovations shall be designed to preserve or complement the design character of existing development provide visual harmony between old and new buildings, and create a positive image for the Township's various commercial shopping nodes. Commercial, office, industrial, institutional and multiple family architecture shall be reviewed by the Planning Commission under the criteria set forth in the Zoning Ordinance. The proposed changes will not impact the architecture of the building within the project. Future buildings that are constructed will need to meet the designs standards above and as required in the HPUD documents for the Chilson Commons project.**

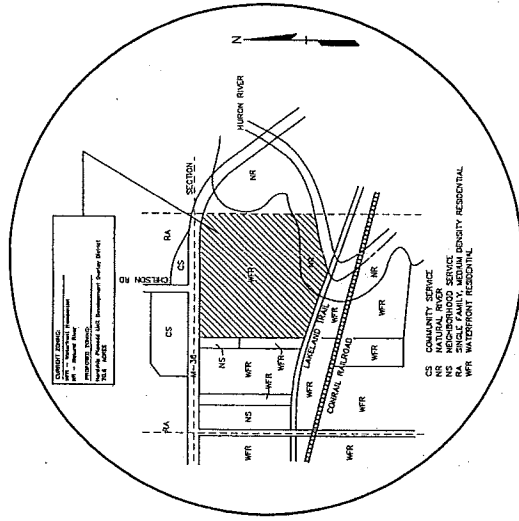
FINAL SITE PLAN DRAWINGS FOR:

# CHILSON COMMONS

M36 at CHILSON ROAD

HAMBURG TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN

(PART OF THE SOUTHEAST 1/4 OF SECTION 22, T. 1N., R. 5E.)



LOCATION MAP

INDEX OF DRAWINGS:

- C-1 COVER SHEET
- C-2 TOPOGRAPHICAL SURVEY
- C-3 EXISTING SITE CONDITIONS
- C-4 DIMENSION AND PAVING PLAN
- C-5 MASS GRADING & EROSION CONTROL PLAN
- C-6 SITE GRADING PLAN
- C-7 UTILITY PLAN - WATER SYSTEM
- C-7a UTILITY PLAN - STORM & SANITARY SEWER
- C-8 STORM SEWER PROFILES
- C-9 STORM & SANITARY PROFILES
- C-10 ENTRANCE DETAILS
- C-11 TRIBUTARY AREA MAP
- C-12 CONSTRUCTION DETAILS
- L-1 SITE LANDSCAPE PLAN
- L-2 PLAZA LANDSCAPE PLAN AND AMENITY LAYOUT
- L-3 ISLAND PLANTINGS AND PLANTING DETAILS
- L-4 OVERALL NATURAL BUFFERS AND LAWN KEY

NOTES:  
 OUTLOT IMPROVEMENTS WILL BE SUBJECT TO INDEPENDENT  
 TOWNSHIP SITE PLAN REVIEW AND CONSIDERATION.  
 SERVICE REQUIREMENTS OF EXISTING ZONING DISTRICTS  
 WILL BE MAINTAINED AND WILL BE SUBJECT TO PROVISIONS OF  
 THE P.U.D. AGREEMENT.  
 WFR: 25' FRONT, 10' SIDE, AND 30' REAR  
 NR: 25' FRONT, 10' SIDE, AND 30' REAR

LEGAL DESCRIPTION:  
 PART OF THE SOUTHEAST 1/4 OF SECTION 22, T. 1N., R. 5E.,  
 LIVINGSTON COUNTY, MICHIGAN.  
 THE PLAZA AREA IS SUBJECT TO A P.U.D. AGREEMENT WITH THE  
 TOWNSHIP OF HAMBURG, MICHIGAN, DATED 08/13/2010.  
 THE P.U.D. AGREEMENT NUMBER IS 2010-0010.

**DEVELOPER:**  
 FIRST COMMERCIAL  
 FIRST COMMERCIAL  
 2525 TELEGRAPH ROAD  
 COMMERCEVILLE, MICHIGAN 48034  
 CONTACT: DANIEL C. SCHRUBEN, PE  
 PHONE: (248) 355-5500  
 FAX: (248) 352-5144

**ENGINEER:**  
 PROFESSIONAL ENGINEERING ASSOCIATES, INC.  
 1250 L. GRAND RIVER AVENUE  
 GRAND RIVER, MICHIGAN 49431  
 CONTACT: DANIEL C. SCHRUBEN, PE  
 PHONE: (248) 898-1300  
 FAX: (248) 898-1313

**ARCHITECT:**  
 THE TILGEO GROUP  
 1515 FARMINGTON ROAD  
 LUDWA, MICHIGAN 48137-1444  
 CONTACT: JEFFREY T. SMITH, RLA  
 PHONE: (248) 895-1300  
 FAX: (248) 898-1313

**LANDSCAPE ARCHITECT:**  
 PROFESSIONAL ENGINEERING ASSOCIATES, INC.  
 1250 L. GRAND RIVER AVENUE  
 GRAND RIVER, MICHIGAN 49431  
 CONTACT: JEFFREY T. SMITH, RLA  
 PHONE: (248) 895-1300  
 FAX: (248) 898-1313

**PLANNER:**  
 THE TILGEO GROUP  
 1515 FARMINGTON ROAD  
 LUDWA, MICHIGAN 48137-1444  
 CONTACT: JEFFREY T. SMITH, RLA  
 PHONE: (248) 381-3878  
 FAX: (248) 353-1522

**M.P.L.E. NOTE:**  
 A MINIMUM 25% PROJECT FUNDING BARRIAGE TUNNEL  
 (PFD) FUND FOR STRIKE WATER DISCHARGE FROM CONSTRUCTION  
 ACTIVITIES IS REQUIRED FOR THIS PROJECT.  
 ESTIMATED AMT. = \$2,482,500.  
 DATE: 08/13/2010  
 THE P.U.D. AGREEMENT NUMBER IS 2010-0010.  
 THE P.U.D. AGREEMENT IS SUBJECT TO THE P.U.D. AGREEMENT  
 BETWEEN HAMBURG TOWNSHIP AND THE TOWNSHIP OF HAMBURG,  
 MICHIGAN, DATED 08/13/2010.



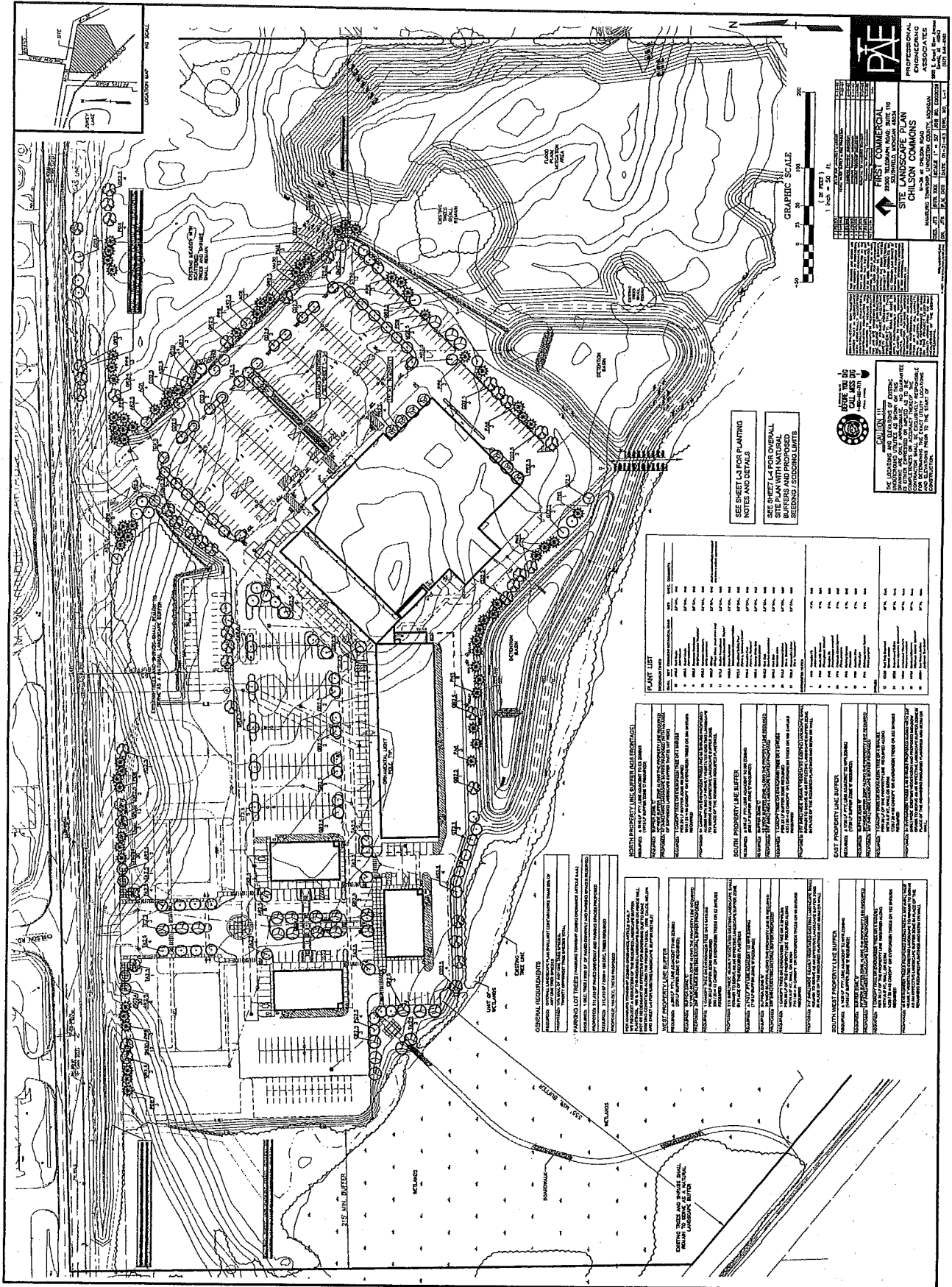
NO.	DATE	REVISION

**P&E**  
 PROFESSIONAL ENGINEERING ASSOCIATES  
 1250 L. GRAND RIVER AVENUE  
 GRAND RIVER, MICHIGAN 49431

PROJECT NO.: CHILSON COMMONS  
 TOWNSHIP: HAMBURG, MICHIGAN

FOR THE REGISTERED PROFESSIONAL ENGINEER,  
 STATE OF MICHIGAN, DATE TO BE PLACED ON THIS DRAWING  
 REGISTERED PROFESSIONAL ENGINEER

Exhibit C



**PAE**  
 PROFESSIONAL ARCHITECTURAL ENGINEERING  
 1001 E. 1st Street, Suite 100  
 Livingston, Georgia 30601  
 Phone: (770) 942-2121  
 Fax: (770) 942-2122  
 License No. 12000  
 License Expiration: 12/31/2021

**CHILSON COMMONS**  
 SITE PLAN WITH NATURAL BUFFERS AND PROPOSED PLANTING  
 10-24-2020 (REV. 10-24-2020)

**NOTICE TO CONTRACTORS**  
 THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF ALL DATA AND INFORMATION PROVIDED TO THE CONTRACTOR BY THE ARCHITECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL GOVERNMENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL GOVERNMENT.

USE SHEET C-1 FOR PLANTING  
 NOTES AND DETAILS  
 SEE SHEET C-1 FOR OVERALL  
 SITE PLAN WITH NATURAL  
 BUFFERS AND PROPOSED  
 PLANTING LEGENDS AND NOTES

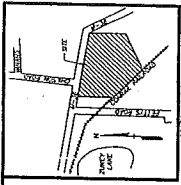
**PLANT LIST**

PLANT NAME	QUANTITY	PLANT SIZE	PLANT SPECIES
1. 1" x 1" x 1" x 1" x 1" x 1"	100	1" x 1" x 1" x 1" x 1" x 1"	1" x 1" x 1" x 1" x 1" x 1"
2. 1" x 1" x 1" x 1" x 1" x 1"	100	1" x 1" x 1" x 1" x 1" x 1"	1" x 1" x 1" x 1" x 1" x 1"
3. 1" x 1" x 1" x 1" x 1" x 1"	100	1" x 1" x 1" x 1" x 1" x 1"	1" x 1" x 1" x 1" x 1" x 1"
4. 1" x 1" x 1" x 1" x 1" x 1"	100	1" x 1" x 1" x 1" x 1" x 1"	1" x 1" x 1" x 1" x 1" x 1"
5. 1" x 1" x 1" x 1" x 1" x 1"	100	1" x 1" x 1" x 1" x 1" x 1"	1" x 1" x 1" x 1" x 1" x 1"
6. 1" x 1" x 1" x 1" x 1" x 1"	100	1" x 1" x 1" x 1" x 1" x 1"	1" x 1" x 1" x 1" x 1" x 1"
7. 1" x 1" x 1" x 1" x 1" x 1"	100	1" x 1" x 1" x 1" x 1" x 1"	1" x 1" x 1" x 1" x 1" x 1"
8. 1" x 1" x 1" x 1" x 1" x 1"	100	1" x 1" x 1" x 1" x 1" x 1"	1" x 1" x 1" x 1" x 1" x 1"
9. 1" x 1" x 1" x 1" x 1" x 1"	100	1" x 1" x 1" x 1" x 1" x 1"	1" x 1" x 1" x 1" x 1" x 1"
10. 1" x 1" x 1" x 1" x 1" x 1"	100	1" x 1" x 1" x 1" x 1" x 1"	1" x 1" x 1" x 1" x 1" x 1"

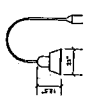
**WEST PROPERTY LINE BUFFER**  
 1. ALL PLANTING SHALL BE INSTALLED WITHIN THE BUFFER ZONE.  
 2. ALL PLANTING SHALL BE INSTALLED WITHIN THE BUFFER ZONE.  
 3. ALL PLANTING SHALL BE INSTALLED WITHIN THE BUFFER ZONE.  
 4. ALL PLANTING SHALL BE INSTALLED WITHIN THE BUFFER ZONE.  
 5. ALL PLANTING SHALL BE INSTALLED WITHIN THE BUFFER ZONE.

**SOUTH PROPERTY LINE BUFFER**  
 1. ALL PLANTING SHALL BE INSTALLED WITHIN THE BUFFER ZONE.  
 2. ALL PLANTING SHALL BE INSTALLED WITHIN THE BUFFER ZONE.  
 3. ALL PLANTING SHALL BE INSTALLED WITHIN THE BUFFER ZONE.  
 4. ALL PLANTING SHALL BE INSTALLED WITHIN THE BUFFER ZONE.  
 5. ALL PLANTING SHALL BE INSTALLED WITHIN THE BUFFER ZONE.

**EAST PROPERTY LINE BUFFER**  
 1. ALL PLANTING SHALL BE INSTALLED WITHIN THE BUFFER ZONE.  
 2. ALL PLANTING SHALL BE INSTALLED WITHIN THE BUFFER ZONE.  
 3. ALL PLANTING SHALL BE INSTALLED WITHIN THE BUFFER ZONE.  
 4. ALL PLANTING SHALL BE INSTALLED WITHIN THE BUFFER ZONE.  
 5. ALL PLANTING SHALL BE INSTALLED WITHIN THE BUFFER ZONE.



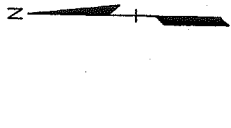
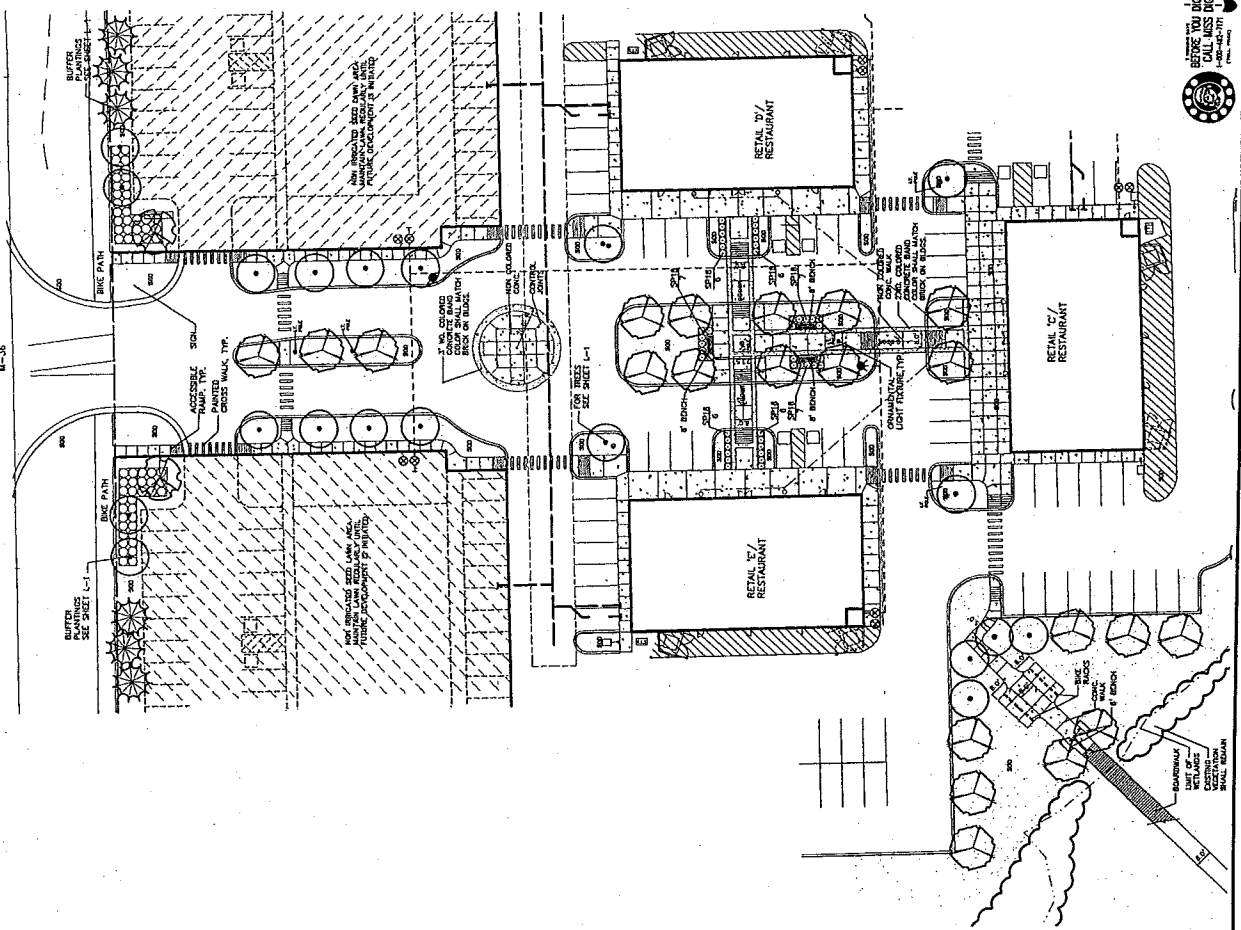
**NOTES:**  
 1. ALL PLANTINGS SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL FLORICULTURAL SOCIETY'S (N.F.S.) 'GUIDE TO PLANTING' AND THE 'NATIONAL FLORICULTURAL SOCIETY'S (N.F.S.) 'GUIDE TO PLANTING' AND THE 'NATIONAL FLORICULTURAL SOCIETY'S (N.F.S.) 'GUIDE TO PLANTING'.



ORNAIMENTAL LIGHT FIXTURE  
 NOT SHOWN IN THIS SHEET  
 SEE SHEET L-1 FOR PLANTING NOTES AND DETAILS

PLANT LIST	
SYMBOL	COMMON BOTANICAL NAME
SYMBOL	COMMON BOTANICAL NAME
SYMBOL	COMMON BOTANICAL NAME

IRRIGATED SOIL  
 LANNY ALL ISLANDS



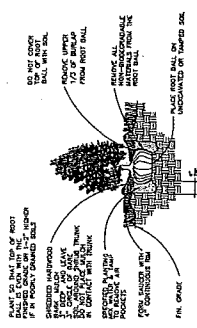
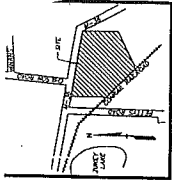
**P&E**  
 PROFESSIONAL ENGINEERS  
 ARCHITECTS  
 LANDSCAPE ARCHITECTS

**FIRST COMMERCIAL**  
 PLAZA LANDSCAPE ARCHITECTURE LAYOUT PLAN  
 100-24 41 OCEAN BLVD.  
 SUITE 200  
 OCEAN CITY, MARYLAND 21842

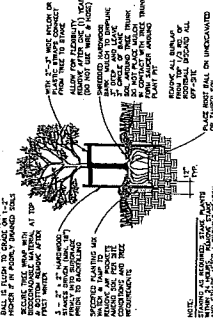
DATE: 10/15/17  
 SCALE: AS SHOWN  
 SHEET: L-1 OF 1

**CAUTION!!!**  
 THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE AND FEDERAL AUTHORITIES. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE AND FEDERAL AUTHORITIES.

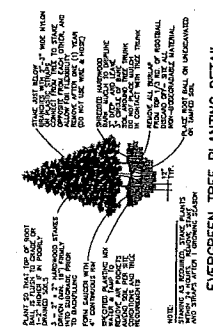




SHRUB PLANTING DETAIL  
NOT TO SCALE



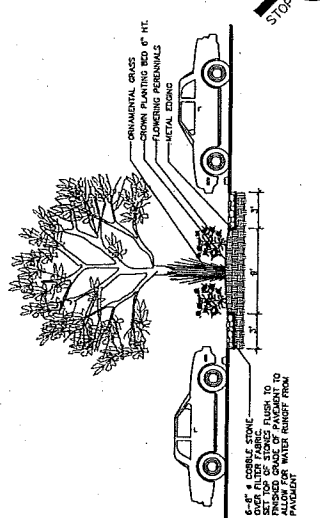
DECIDUOUS TREE PLANTING DETAIL  
NOT TO SCALE



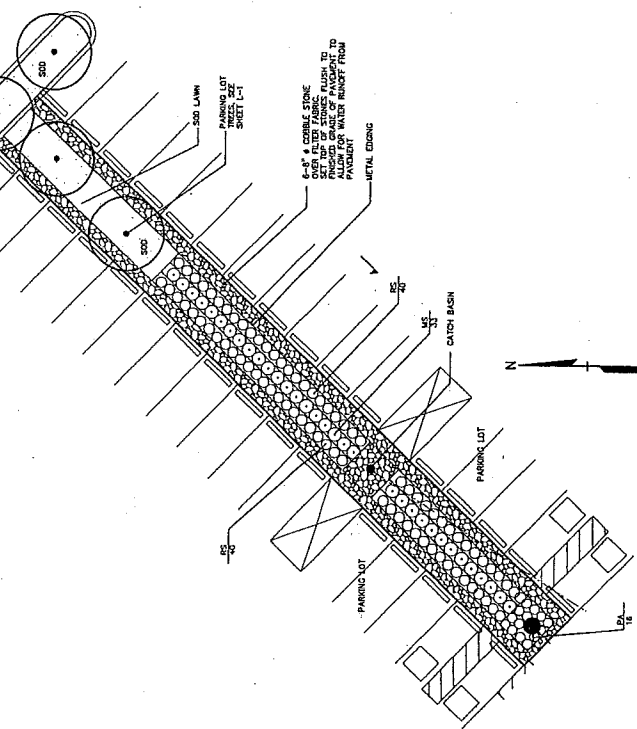
EVERGREEN TREE PLANTING DETAIL  
NOT TO SCALE

- GENERAL PLANTING NOTES:**
1. All plants shall be installed in accordance with the manufacturer's instructions. In some instances, the manufacturer's instructions may vary from the above. In such cases, the manufacturer's instructions shall prevail.
  2. Container plants shall be installed in accordance with the manufacturer's instructions. In some instances, the manufacturer's instructions may vary from the above. In such cases, the manufacturer's instructions shall prevail.
  3. All plants shall be installed in accordance with the manufacturer's instructions. In some instances, the manufacturer's instructions may vary from the above. In such cases, the manufacturer's instructions shall prevail.
  4. Container plants shall be installed in accordance with the manufacturer's instructions. In some instances, the manufacturer's instructions may vary from the above. In such cases, the manufacturer's instructions shall prevail.
  5. The local municipality requires the dirt to reject any plant material not meeting specifications.
  6. All plants shall be installed in accordance with the manufacturer's instructions. In some instances, the manufacturer's instructions may vary from the above. In such cases, the manufacturer's instructions shall prevail.
  7. All plants shall be installed in accordance with the manufacturer's instructions. In some instances, the manufacturer's instructions may vary from the above. In such cases, the manufacturer's instructions shall prevail.
  8. All plants shall be installed in accordance with the manufacturer's instructions. In some instances, the manufacturer's instructions may vary from the above. In such cases, the manufacturer's instructions shall prevail.
  9. All plants shall be installed in accordance with the manufacturer's instructions. In some instances, the manufacturer's instructions may vary from the above. In such cases, the manufacturer's instructions shall prevail.
  10. All plants shall be installed in accordance with the manufacturer's instructions. In some instances, the manufacturer's instructions may vary from the above. In such cases, the manufacturer's instructions shall prevail.
  11. All plants shall be installed in accordance with the manufacturer's instructions. In some instances, the manufacturer's instructions may vary from the above. In such cases, the manufacturer's instructions shall prevail.
  12. All plants shall be installed in accordance with the manufacturer's instructions. In some instances, the manufacturer's instructions may vary from the above. In such cases, the manufacturer's instructions shall prevail.
  13. All plants shall be installed in accordance with the manufacturer's instructions. In some instances, the manufacturer's instructions may vary from the above. In such cases, the manufacturer's instructions shall prevail.
  14. All plants shall be installed in accordance with the manufacturer's instructions. In some instances, the manufacturer's instructions may vary from the above. In such cases, the manufacturer's instructions shall prevail.
  15. All plants shall be installed in accordance with the manufacturer's instructions. In some instances, the manufacturer's instructions may vary from the above. In such cases, the manufacturer's instructions shall prevail.

PLANT LIST	SYMBOL	SIZE	QUANTITY
1. Ornamental Grass	(Symbol)	12" x 12" x 12"	100
2. Flowering Shrub	(Symbol)	12" x 12" x 12"	50
3. Deciduous Tree	(Symbol)	12" x 12" x 12"	10
4. Evergreen Tree	(Symbol)	12" x 12" x 12"	5



PARKING LOT ISLAND SECTION  
NOT TO SCALE



PARKING LOT ISLAND LANDSCAPE PLAN  
SCALE: 1" = 10'

**PAE**  
PROFESSIONAL ARCHITECTS  
ENGINEERS  
PLANNERS  
LANDSCAPE ARCHITECTS

**FIRST COMMERCIAL**  
ISLAND PLANTING AND LANDSCAPE DETAILS

1000 N. COLLETT AVENUE  
SUITE 100  
DALLAS, TEXAS 75201  
PHONE: 214.760.1234  
FAX: 214.760.1235  
WWW.PAE.COM

PROJECT: 1000 N. COLLETT AVENUE  
SHEET: 1000-PLANTING-01  
DATE: 01/15/2021

DESIGNED BY: J. SMITH  
CHECKED BY: M. JONES  
DATE: 01/15/2021

PROJECT LOCATION: 1000 N. COLLETT AVENUE, DALLAS, TEXAS 75201

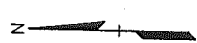
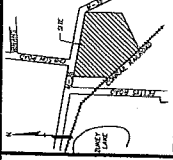
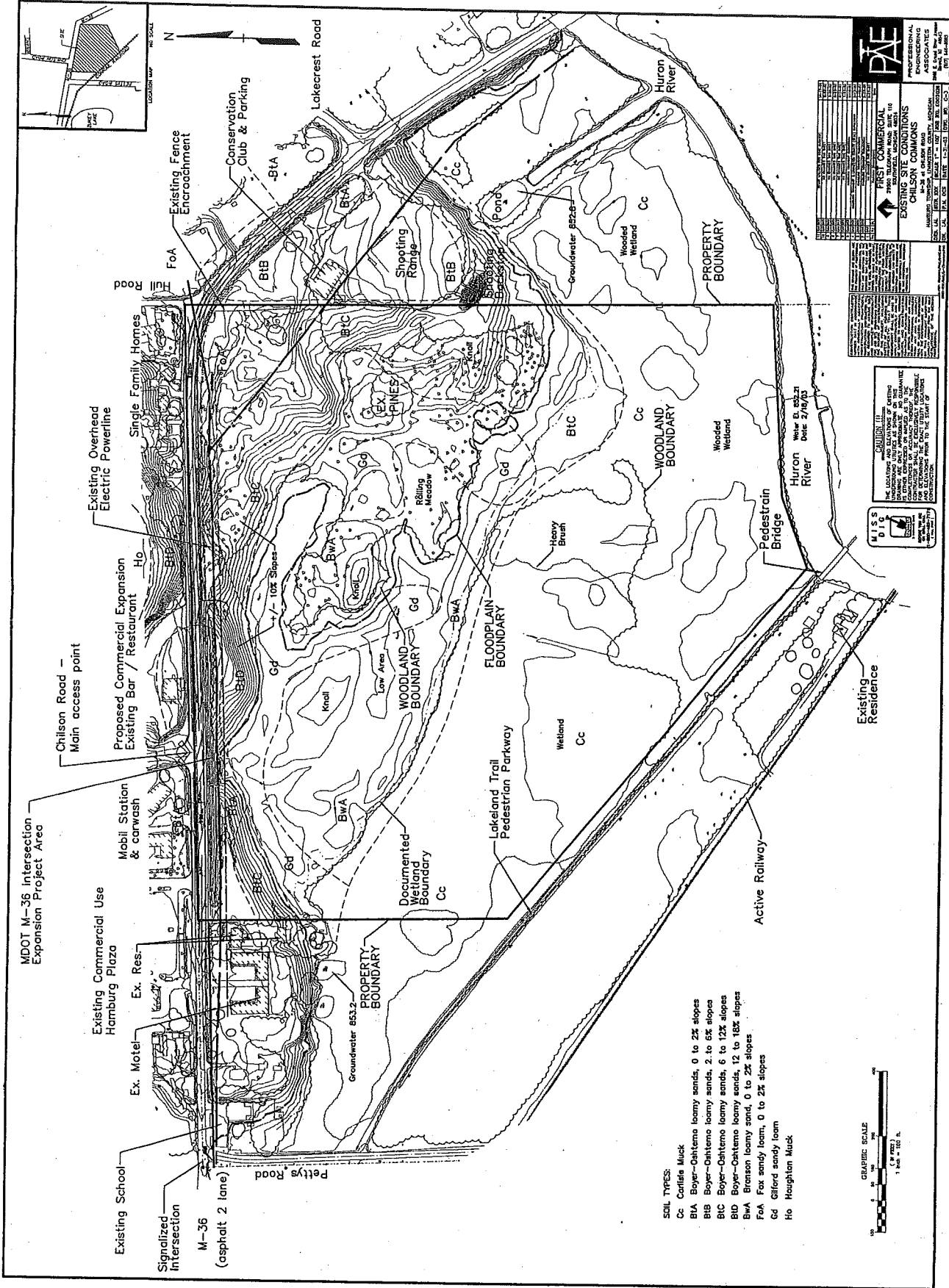
PROJECT NO.: 1000-PLANTING-01

DATE: 01/15/2021

SCALE: 1" = 10'

PROJECT: 1000 N. COLLETT AVENUE  
SHEET: 1000-PLANTING-01  
DATE: 01/15/2021





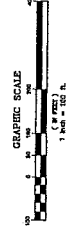
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3	3/15/10	REVISED
4	4/15/10	REVISED
5	5/15/10	REVISED
6	6/15/10	REVISED
7	7/15/10	REVISED
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96	12/15/17	REVISED
97	1/15/18	REVISED
98	2/15/18	REVISED
99	3/15/18	REVISED
100	4/15/18	REVISED

**FIRST COMMERCIAL**  
**EXISTING SITE CONDITIONS**  
**CHILSON COMMONS**

PROJECT NO. 100-100000000-0000  
 SHEET NO. 1 OF 100-100000000-0000

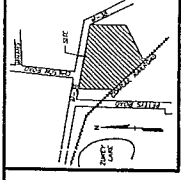
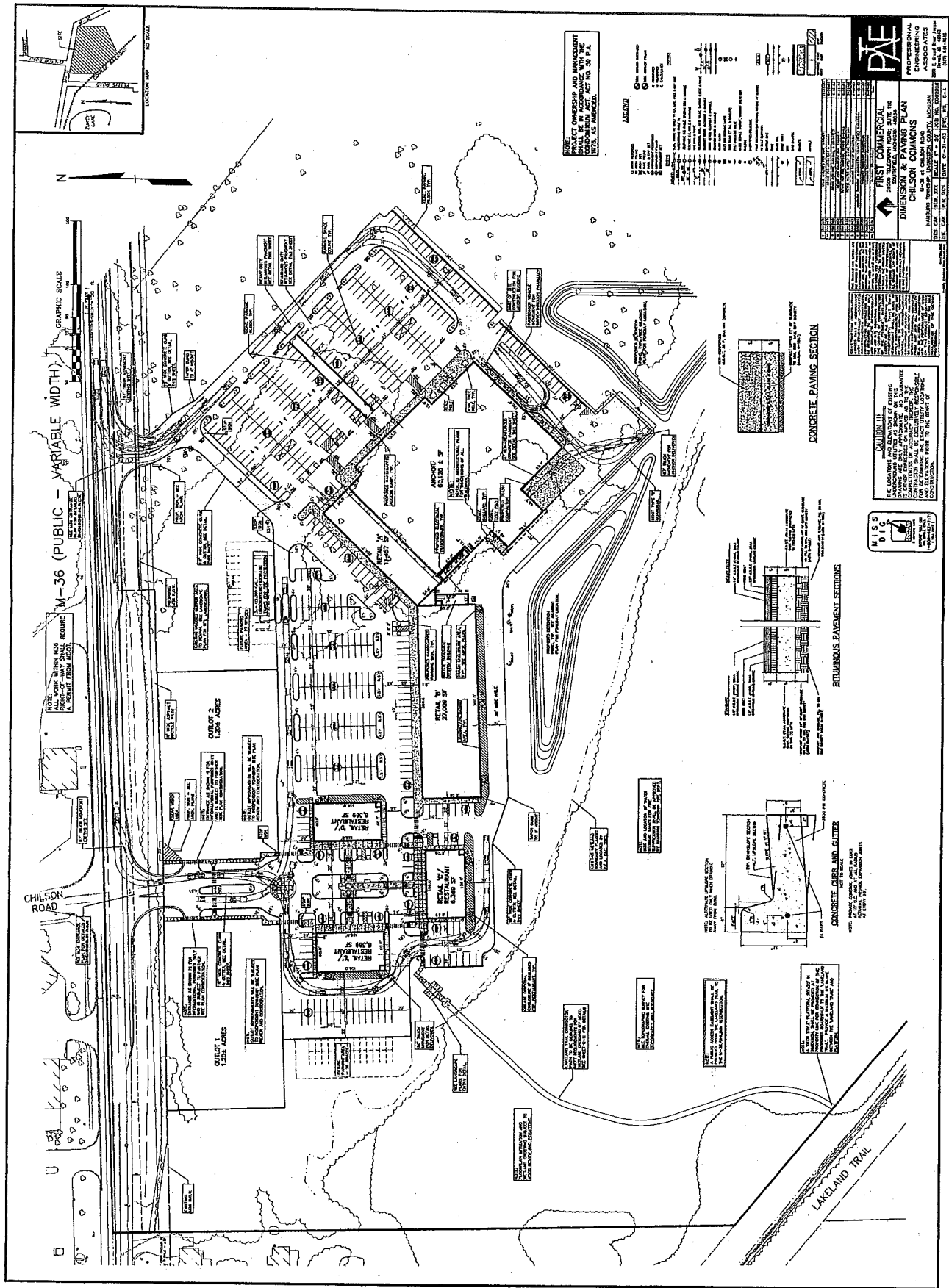
**CAUTION: THIS PLAN IS A PRELIMINARY DESIGN AND SHOULD NOT BE USED FOR CONSTRUCTION OR AS A BASIS FOR ANY OTHER DESIGN OR CONTRACT WITHOUT THE WRITTEN CONSENT OF THE ENGINEER. THE ENGINEER ACCEPTS NO RESPONSIBILITY FOR ANY DAMAGE OR INJURY TO PERSONS OR PROPERTY ARISING FROM THE USE OF THIS PLAN.**

- SOIL TYPES:**
- Cc Corlies Muck
  - B1A Boyer-Oshkemo loamy sands, 0 to 2% slopes
  - B1B Boyer-Oshkemo loamy sands, 2 to 6% slopes
  - B1C Boyer-Oshkemo loamy sands, 6 to 12% slopes
  - B1D Boyer-Oshkemo loamy sands, 12 to 18% slopes
  - B1A Bronson loamy sand, 0 to 2% slopes
  - Foa Fox sandy loam, 0 to 2% slopes
  - Cd Gifford sandy loam
  - Ho Houghton Muck









N

GRAPHIC SCALES

M-36 (PUBLIC - VARIABLE WIDTH)

CHILSON ROAD

CONCRETE PAVING SECTION

RETAINING & PAVEMENT SECTIONS

CONCRETE CURB AND GUTTER

NOTE: OWNER SHALL BE RESPONSIBLE FOR THE TOTAL AS SHOWN.

LEGEND

Symbol	Description
Circle with dot	Survey Station
Circle with cross	Survey Station
Circle with triangle	Survey Station
Circle with square	Survey Station
Circle with diamond	Survey Station
Circle with hexagon	Survey Station
Circle with octagon	Survey Station
Circle with star	Survey Station
Circle with plus	Survey Station
Circle with asterisk	Survey Station
Circle with x	Survey Station
Circle with y	Survey Station
Circle with z	Survey Station
Circle with a	Survey Station
Circle with b	Survey Station
Circle with c	Survey Station
Circle with d	Survey Station
Circle with e	Survey Station
Circle with f	Survey Station
Circle with g	Survey Station
Circle with h	Survey Station
Circle with i	Survey Station
Circle with j	Survey Station
Circle with k	Survey Station
Circle with l	Survey Station
Circle with m	Survey Station
Circle with n	Survey Station
Circle with o	Survey Station
Circle with p	Survey Station
Circle with q	Survey Station
Circle with r	Survey Station
Circle with s	Survey Station
Circle with t	Survey Station
Circle with u	Survey Station
Circle with v	Survey Station
Circle with w	Survey Station
Circle with x	Survey Station
Circle with y	Survey Station
Circle with z	Survey Station

**PAE**  
PROFESSIONAL ARCHITECTS & ASSOCIATES

**FIRST COMMERCIAL**  
2700 WILSON ROAD, SUITE 110  
DUNEDIN, FL 33511

**DIMENSION & PAVING PLAN**  
CHILSON COMMONS

DATE: 11-15-2017  
SCALE: 1" = 20'

CONCRETE CURB AND GUTTER SECTION

CONCRETE CURB AND GUTTER SECTION

CONCRETE CURB AND GUTTER SECTION

CONCRETE CURB AND GUTTER SECTION

CONCRETE CURB AND GUTTER SECTION

CONCRETE CURB AND GUTTER SECTION

CONCRETE CURB AND GUTTER SECTION

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CONCRETE CURB AND GUTTER SECTION

CONCRETE CURB AND GUTTER SECTION

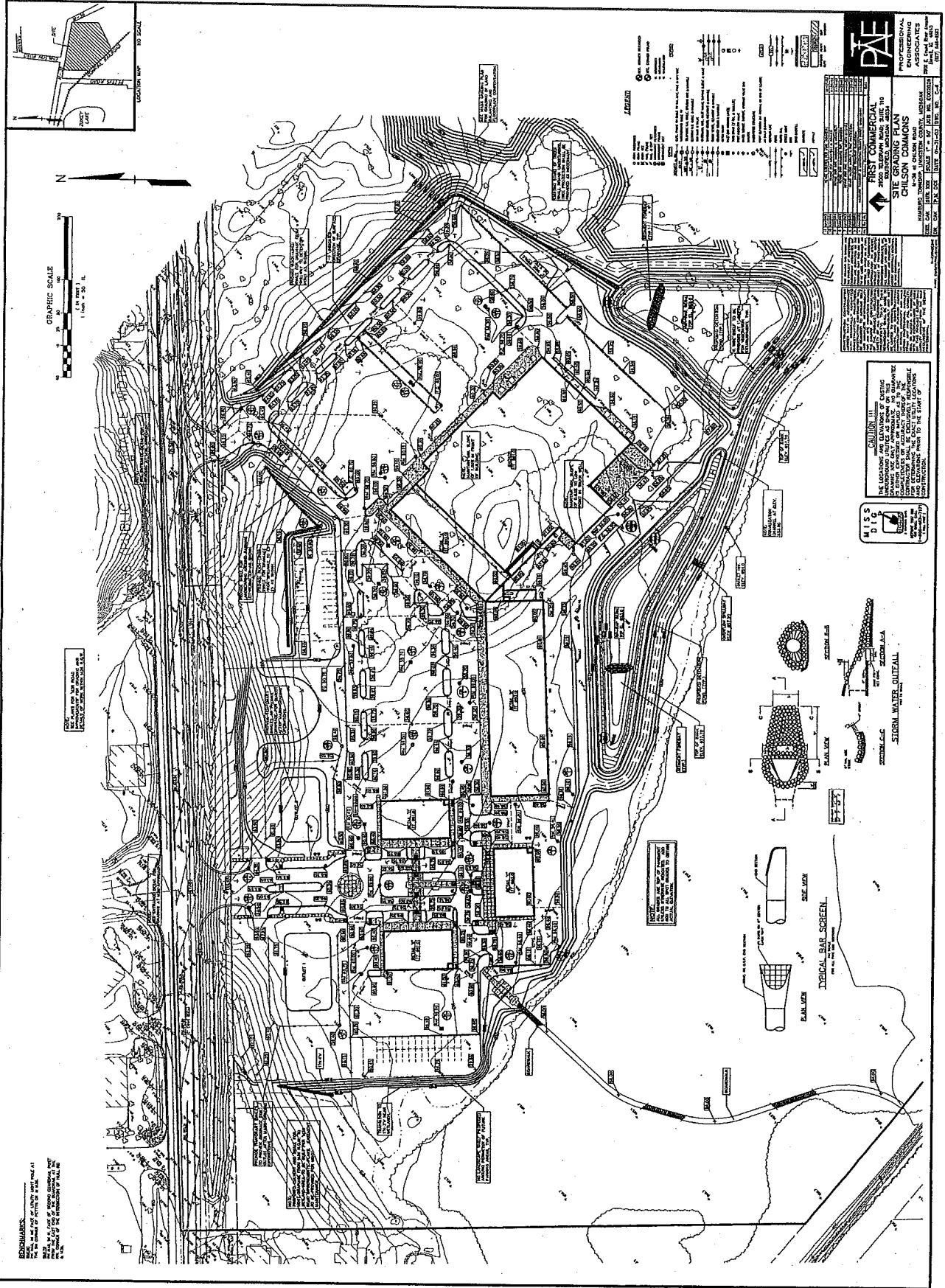
CONCRETE CURB AND GUTTER SECTION

CONCRETE CURB AND GUTTER SECTION

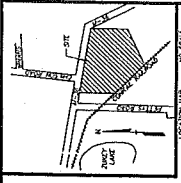
CONCRETE CURB AND GUTTER SECTION

CONCRETE CURB AND GUTTER SECTION

CONCRETE CURB AND GUTTER SECTION







**GENERAL NOTES:**

1. REVISIONS WILL BE INDICATED BY NUMBER AND DATE IN THE REVISION LOG.
2. THIS PLAN AND SPECIFICATIONS ARE BASED ON THE MOST RECENT AVAILABLE RECORD DATA AND FIELD SURVEY. THE ENGINEER HAS NOT CONDUCTED A FIELD SURVEY TO VERIFY THE EXISTING CONDITIONS.
3. THE EXISTING CONDITIONS SHALL BE FIELD CHECKED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. ANY DISCREPANCIES SHALL BE REPORTED TO THE ENGINEER IMMEDIATELY.
4. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE CITY ENGINEER.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
6. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
7. ALL UTILITIES SHALL BE EXPOSED AND RECONSTRUCTED TO DEPTH AS SHOWN ON THIS PLAN.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND RECONSTRUCTION OF ALL UTILITIES NOT SHOWN ON THIS PLAN.
9. ALL STRUCTURES SHALL BE CONSTRUCTED TO PERFORM AS INTENDED FOR A DESIGN LIFE OF 100 YEARS.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND RECONSTRUCTION OF ALL ADJACENT PROPERTIES AT ALL TIMES.
11. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE CITY ENGINEER.
12. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
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**LEGEND**

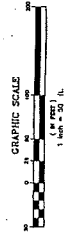
Symbol	Description
...	...



**FIRST COMMERCIAL**  
UTILITY WATER SYSTEM  
CHILDREN CENTER  
10-24 & CHERRY ROAD  
AUGUST 1988  
P.L. 88-540  
C.C. 803.157

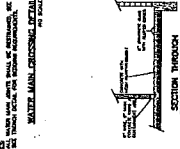
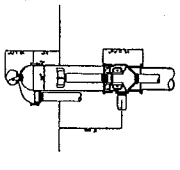
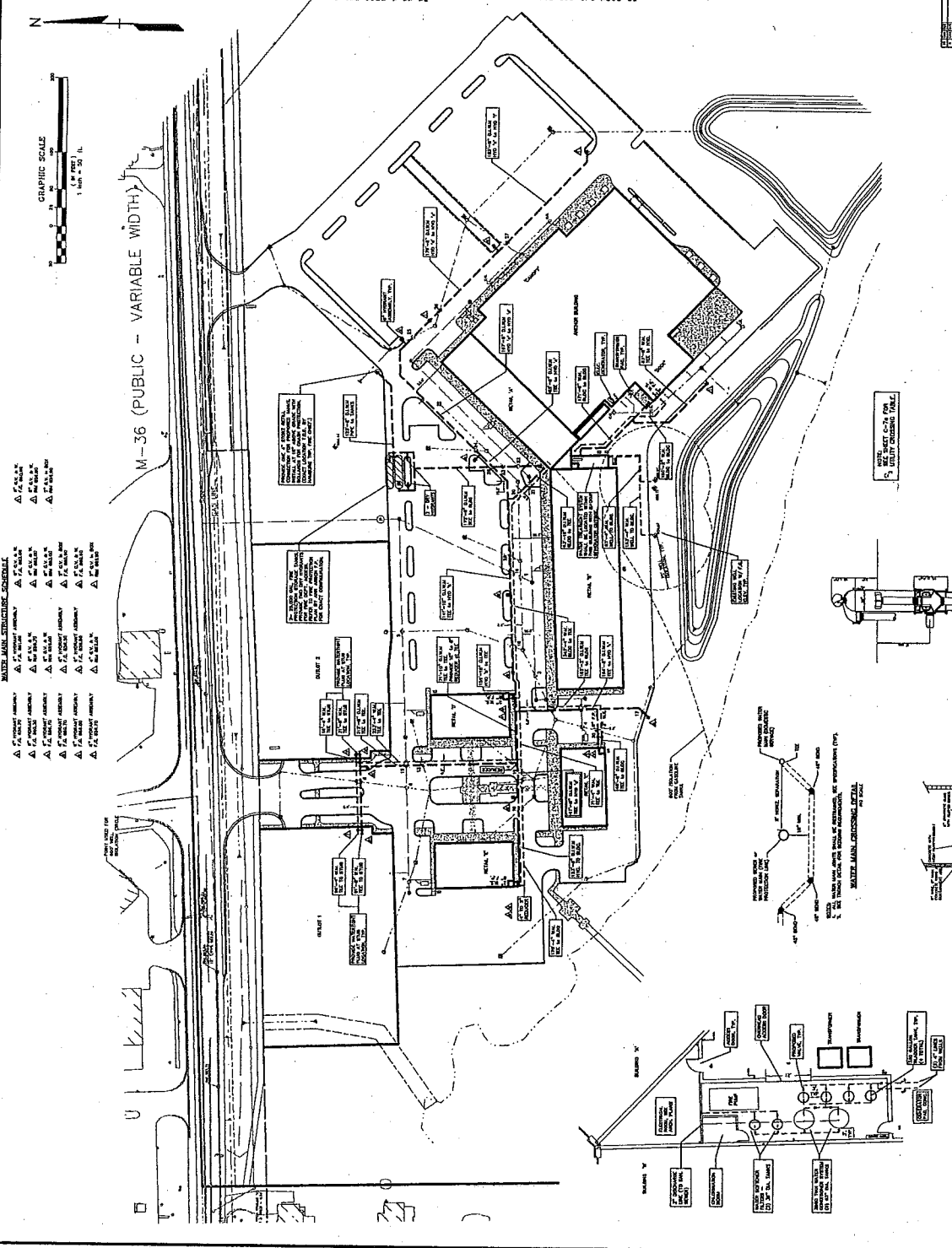
THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

**MISS DIG**  
THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND RECONSTRUCTION OF ALL UTILITIES NOT SHOWN ON THIS PLAN.



M-36 (PUBLIC - VARIABLE WIDTH)

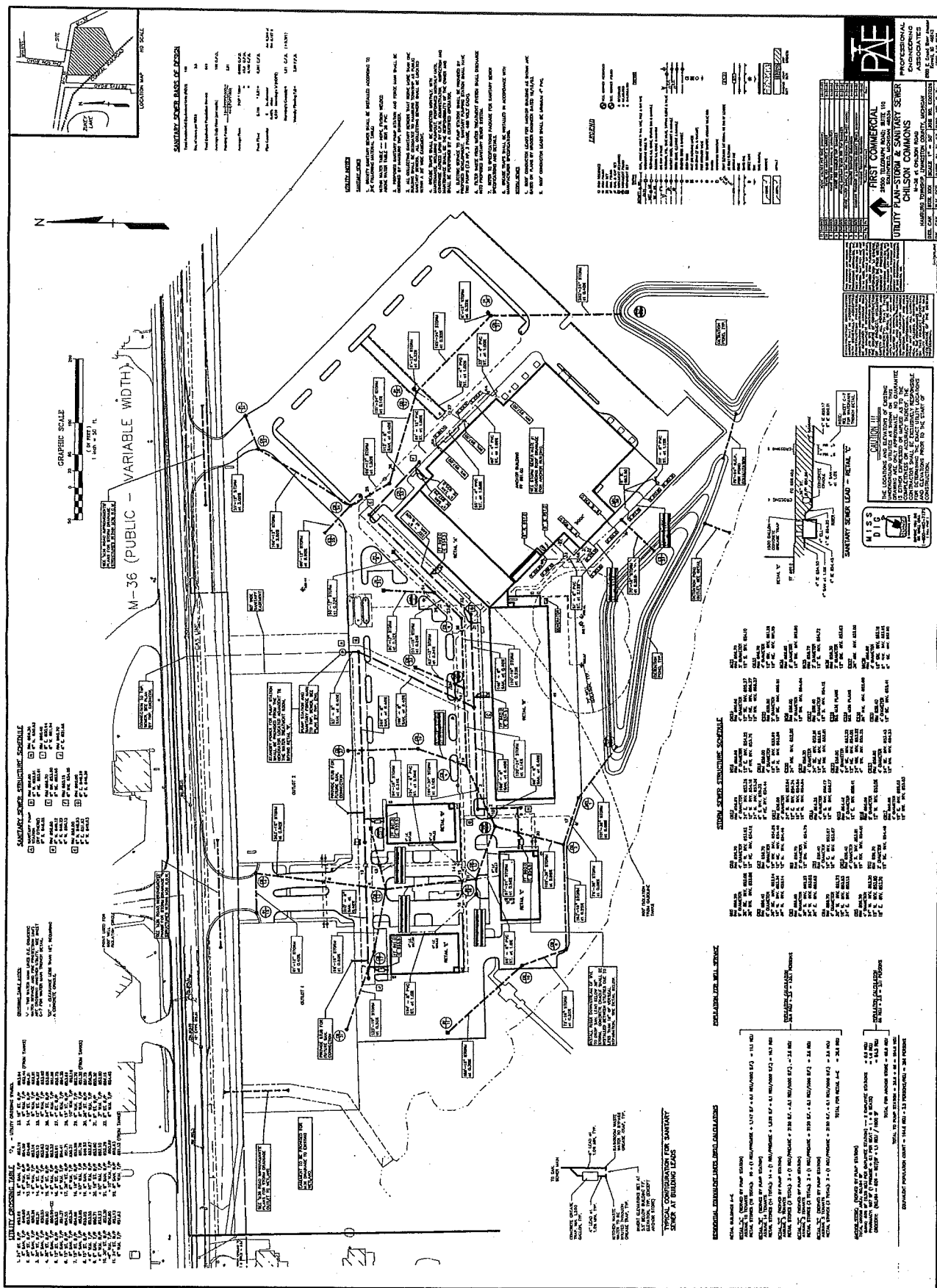
- WATER MAIN STRUCTURAL SYMBOLS**
- Δ F. 12" P.C. PIPE
  - Δ F. 12" C.P. PIPE
  - Δ F. 12" R.C. PIPE
  - Δ F. 12" G.C. PIPE
  - Δ F. 12" DUCTILE IRON PIPE
  - Δ F. 12" ALUMINUM PIPE
  - Δ F. 12" STEEL PIPE
  - Δ F. 12" P.C. PIPE
  - Δ F. 12" C.P. PIPE
  - Δ F. 12" R.C. PIPE
  - Δ F. 12" G.C. PIPE
  - Δ F. 12" DUCTILE IRON PIPE
  - Δ F. 12" ALUMINUM PIPE
  - Δ F. 12" STEEL PIPE



**MISCELLANEOUS NOTES**

- 1. ALL UTILITIES SHALL BE EXPOSED AND RECONSTRUCTED TO DEPTH AS SHOWN ON THIS PLAN.
- 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND RECONSTRUCTION OF ALL UTILITIES NOT SHOWN ON THIS PLAN.
- 3. ALL STRUCTURES SHALL BE CONSTRUCTED TO PERFORM AS INTENDED FOR A DESIGN LIFE OF 100 YEARS.
- 4. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
- 5. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE CITY ENGINEER.
- 6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND RECONSTRUCTION OF ALL UTILITIES NOT SHOWN ON THIS PLAN.
- 7. ALL STRUCTURES SHALL BE CONSTRUCTED TO PERFORM AS INTENDED FOR A DESIGN LIFE OF 100 YEARS.
- 8. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
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- 10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND RECONSTRUCTION OF ALL UTILITIES NOT SHOWN ON THIS PLAN.

**WATER TREATMENT SYSTEM SCHEMATIC**



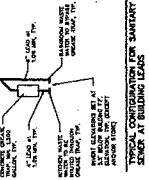
M-36 (PUBLIC - VARIABLE WIDTH)

- SANITARY SEWER STRUCTURE SCHEDULE**
- MANHOLE
  - CAST IRON
  - PVC
  - CLAY
  - CONCRETE
  - BRICK
  - STEEL
  - ALUMINUM
  - CORUGATED METAL
  - GLASS
  - OTHER

- GENERAL NOTES**
1. THE WORK SHALL BE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS, LATEST EDITION, AS APPLICABLE.
  2. THE CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS, LATEST EDITION, AS APPLICABLE.
  3. THE WORK SHALL BE COMPLETED BY THE DATE SPECIFIED IN THE CONTRACT.
  4. THE WORK SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE ENGINEER AT ALL TIMES.

**SCHEDULE**

NO.	STRUCTURE	PIPE DIA.	DEPTH	TYPE
1	MANHOLE	18"	4'	CONCRETE
2	MANHOLE	18"	4'	CONCRETE
3	MANHOLE	18"	4'	CONCRETE
4	MANHOLE	18"	4'	CONCRETE
5	MANHOLE	18"	4'	CONCRETE
6	MANHOLE	18"	4'	CONCRETE
7	MANHOLE	18"	4'	CONCRETE
8	MANHOLE	18"	4'	CONCRETE
9	MANHOLE	18"	4'	CONCRETE
10	MANHOLE	18"	4'	CONCRETE
11	MANHOLE	18"	4'	CONCRETE
12	MANHOLE	18"	4'	CONCRETE
13	MANHOLE	18"	4'	CONCRETE
14	MANHOLE	18"	4'	CONCRETE
15	MANHOLE	18"	4'	CONCRETE
16	MANHOLE	18"	4'	CONCRETE
17	MANHOLE	18"	4'	CONCRETE
18	MANHOLE	18"	4'	CONCRETE
19	MANHOLE	18"	4'	CONCRETE
20	MANHOLE	18"	4'	CONCRETE
21	MANHOLE	18"	4'	CONCRETE
22	MANHOLE	18"	4'	CONCRETE
23	MANHOLE	18"	4'	CONCRETE
24	MANHOLE	18"	4'	CONCRETE
25	MANHOLE	18"	4'	CONCRETE
26	MANHOLE	18"	4'	CONCRETE
27	MANHOLE	18"	4'	CONCRETE
28	MANHOLE	18"	4'	CONCRETE
29	MANHOLE	18"	4'	CONCRETE
30	MANHOLE	18"	4'	CONCRETE
31	MANHOLE	18"	4'	CONCRETE
32	MANHOLE	18"	4'	CONCRETE
33	MANHOLE	18"	4'	CONCRETE
34	MANHOLE	18"	4'	CONCRETE
35	MANHOLE	18"	4'	CONCRETE
36	MANHOLE	18"	4'	CONCRETE
37	MANHOLE	18"	4'	CONCRETE
38	MANHOLE	18"	4'	CONCRETE
39	MANHOLE	18"	4'	CONCRETE
40	MANHOLE	18"	4'	CONCRETE
41	MANHOLE	18"	4'	CONCRETE
42	MANHOLE	18"	4'	CONCRETE
43	MANHOLE	18"	4'	CONCRETE
44	MANHOLE	18"	4'	CONCRETE



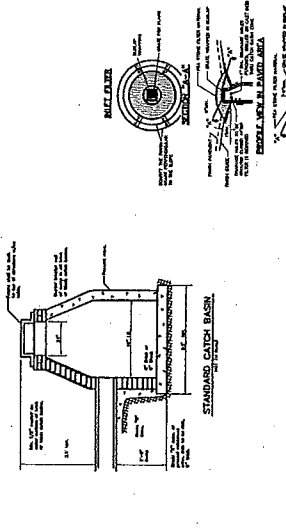
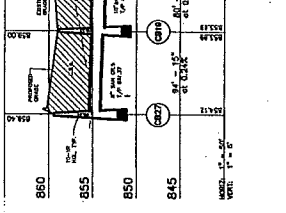
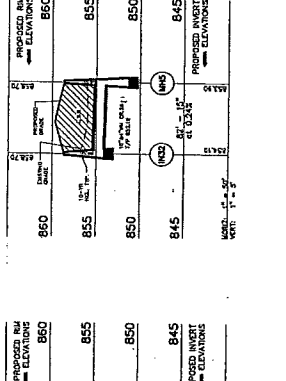
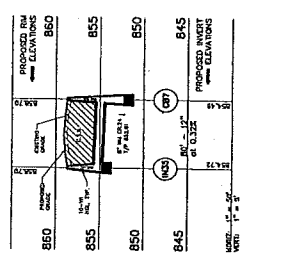
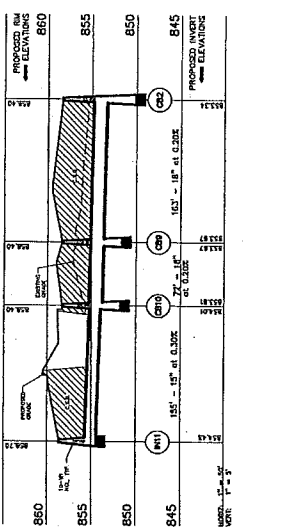
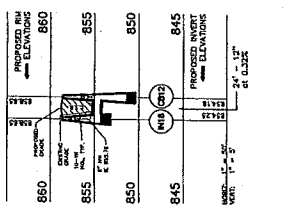
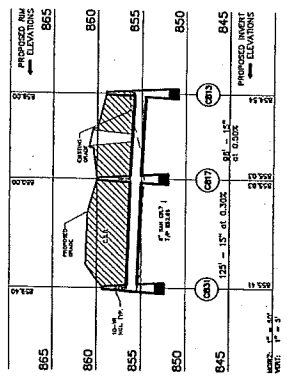
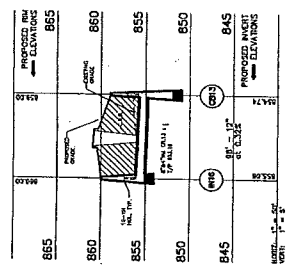
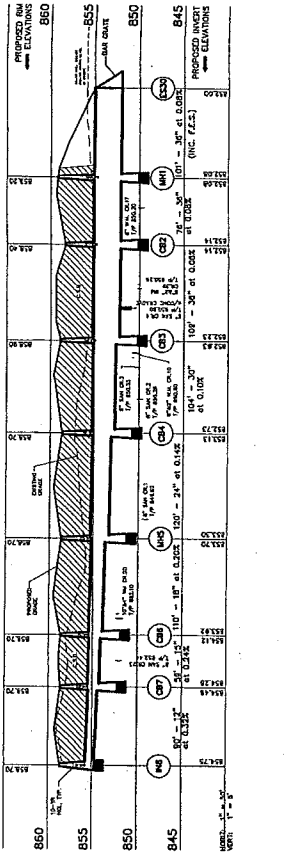
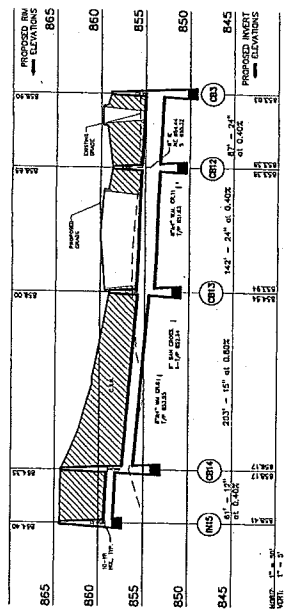
**EXHAUSTIVE LIST OF MANHOLE DEPTHS**

NO.	DEPTH	QUANTITY	TOTAL FEET
1	4'	44	176
2	5'	2	10
3	6'	1	6
4	7'	1	7
5	8'	1	8
6	9'	1	9
7	10'	1	10
8	11'	1	11
9	12'	1	12
10	13'	1	13
11	14'	1	14
12	15'	1	15
13	16'	1	16
14	17'	1	17
15	18'	1	18
16	19'	1	19
17	20'	1	20
18	21'	1	21
19	22'	1	22
20	23'	1	23
21	24'	1	24
22	25'	1	25
23	26'	1	26
24	27'	1	27
25	28'	1	28
26	29'	1	29
27	30'	1	30
28	31'	1	31
29	32'	1	32
30	33'	1	33
31	34'	1	34
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34	37'	1	37
35	38'	1	38
36	39'	1	39
37	40'	1	40
38	41'	1	41
39	42'	1	42
40	43'	1	43
41	44'	1	44
42	45'	1	45
43	46'	1	46
44	47'	1	47
45	48'	1	48
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71	74'	1	74
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86	89'	1	89
87	90'	1	90
88	91'	1	91
89	92'	1	92
90	93'	1	93
91	94'	1	94
92	95'	1	95
93	96'	1	96
94	97'	1	97
95	98'	1	98
96	99'	1	99
97	100'	1	100

**P&E**  
**PROFESSIONAL ENGINEERS AND ARCHITECTS**

3200 WISCONSIN ROAD, SUITE 110  
 CHILSON COMMONS  
 WISCONSIN 53190

PH: 262.781.1234 FAX: 262.781.1235



**P&E**  
 PROFESSIONAL ENGINEERING  
 CONSULTANTS  
 1000 W. 10th St., Suite 100  
 Lincoln, NE 68502  
 (402) 441-1111  
 FAX: (402) 441-1112  
 www.pae.com

**FIRST COMMERCIAL**  
 STORM SEWER PROFILES  
 CHARTERS

DATE: 11/15/11  
 DRAWN BY: J. H. HARRIS  
 CHECKED BY: J. H. HARRIS  
 PROJECT NO.: 11-001  
 SHEET NO.: 11-001-1

**MISS DIG**  
 CALL 800-4-A-DIG  
 BEFORE YOU DIG

**CAUTION**  
 THE LOCATION OF THIS SIGN IS TO BE MAINTAINED AT ALL TIMES AS SHOWN ON THIS PLAN. ANY CHANGES TO THE LOCATION OF THIS SIGN SHALL BE APPROVED BY THE ENGINEER OF RECORD. ANY VIOLATION OF THIS REQUIREMENT SHALL BE CONSIDERED A VIOLATION OF THE STATE OF NEBRASKA'S PUBLIC SAFETY LAWS AND SHALL BE PROSECUTED TO THE FULL EXTENT OF THE LAW.

**COMPACTED SAND BACKFILL**

NOTE: MAINTAIN 12" MIN. CLEARANCE AROUND ALL MANHOLES AND STRUCTURES.

**STANDARD CATCH BASIN**

**BARRIER DRAIN DETAIL**

**MULLENZ**

**ROCKLE WITH AN UNPAVED AREA**

**FOR THE PROPOSED & EXISTING CONDITIONS**

SECTION A-A

1. 12" MIN. CLEARANCE AROUND ALL MANHOLES AND STRUCTURES.

2. 12" MIN. CLEARANCE AROUND ALL MANHOLES AND STRUCTURES.

3. 12" MIN. CLEARANCE AROUND ALL MANHOLES AND STRUCTURES.

4. 12" MIN. CLEARANCE AROUND ALL MANHOLES AND STRUCTURES.

5. 12" MIN. CLEARANCE AROUND ALL MANHOLES AND STRUCTURES.

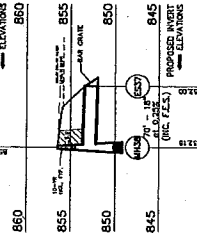
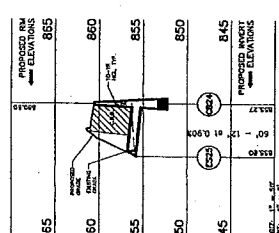
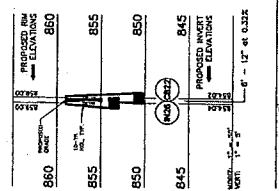
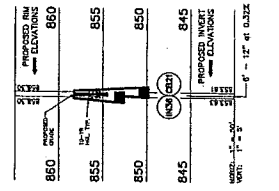
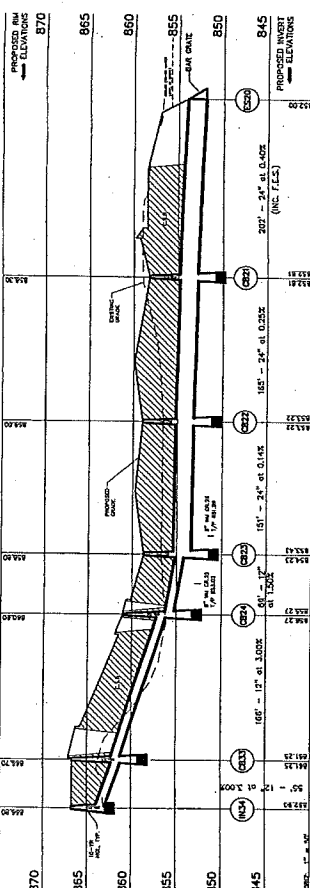
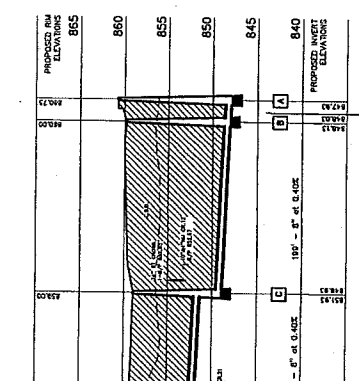
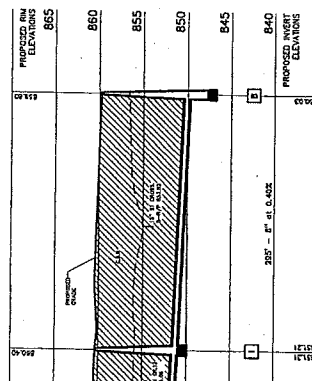
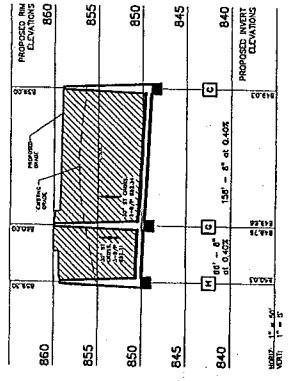
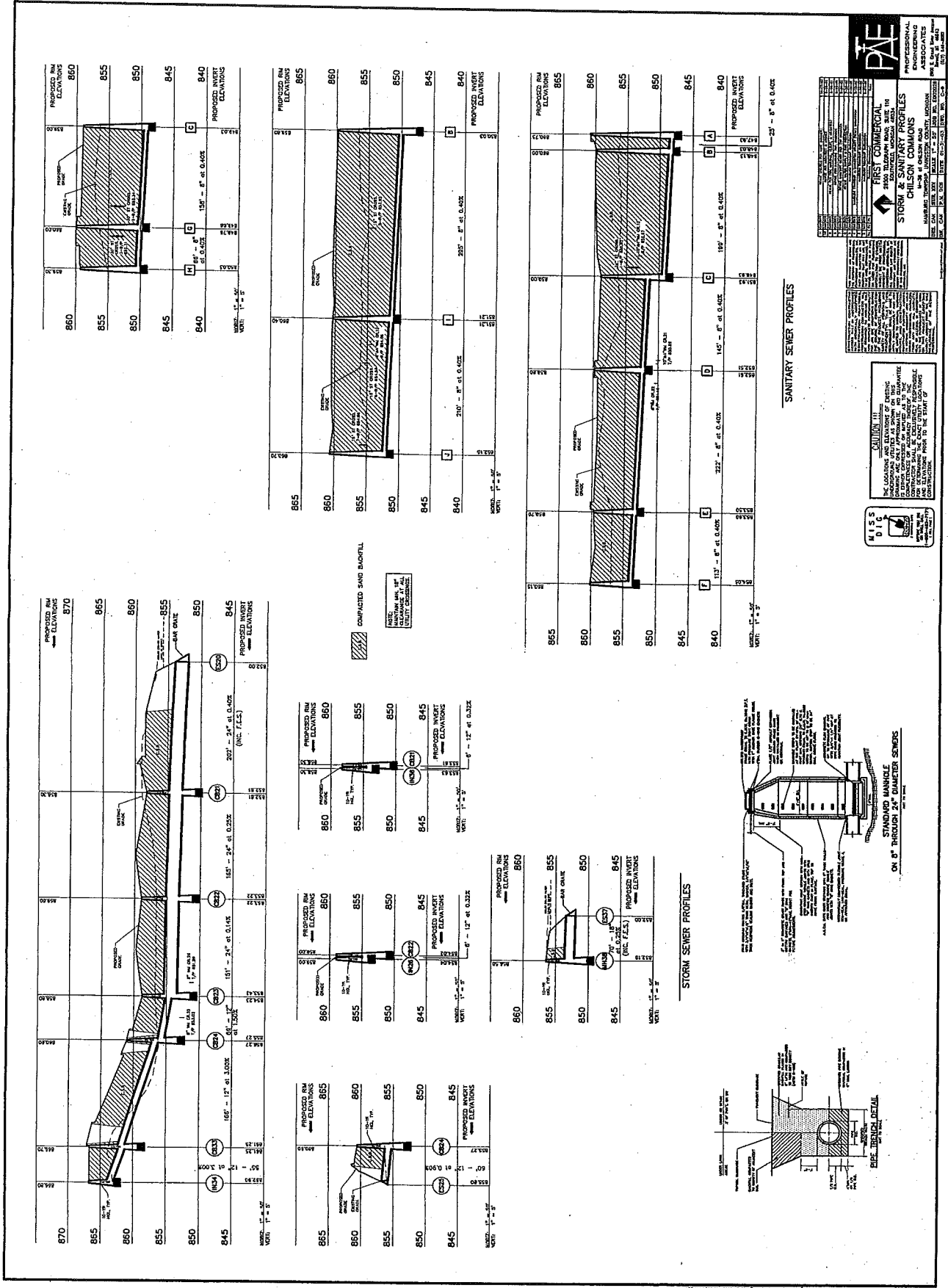
6. 12" MIN. CLEARANCE AROUND ALL MANHOLES AND STRUCTURES.

7. 12" MIN. CLEARANCE AROUND ALL MANHOLES AND STRUCTURES.

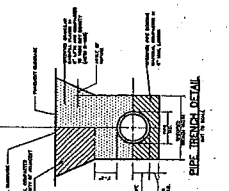
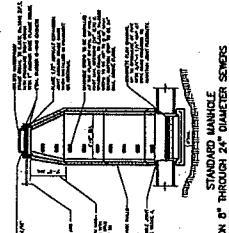
8. 12" MIN. CLEARANCE AROUND ALL MANHOLES AND STRUCTURES.

9. 12" MIN. CLEARANCE AROUND ALL MANHOLES AND STRUCTURES.

10. 12" MIN. CLEARANCE AROUND ALL MANHOLES AND STRUCTURES.



STORM SEWER PROFILES

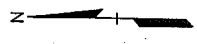
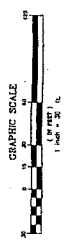
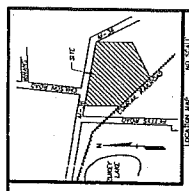


**PAE**  
 PROFESSIONAL ENGINEERS  
 ASSOCIATES

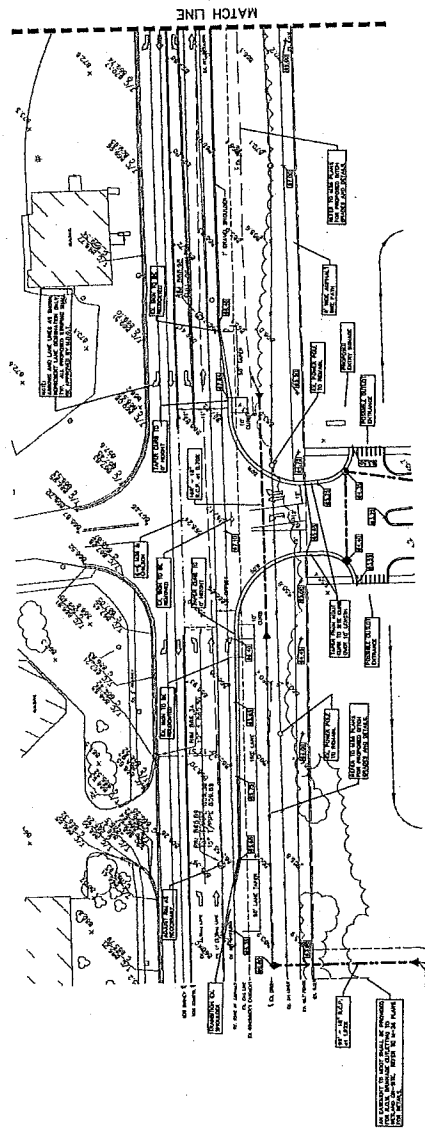
**FIRST COMMERCIAL**  
 3800 TULEMAN ROAD, SITE 1A  
**STORM & SANITARY PROFILES**  
**CHILSON COMMONS**

**CAUTION !!!**  
 THE LOCATION AND ELEVATION OF EXISTING  
 STRUCTURES AND UTILITIES ARE TO BE  
 VERIFIED BY THE CONTRACTOR. THE  
 CONTRACTOR SHALL BE RESPONSIBLE FOR  
 THE LOCATION AND ELEVATION OF ALL  
 UTILITIES.

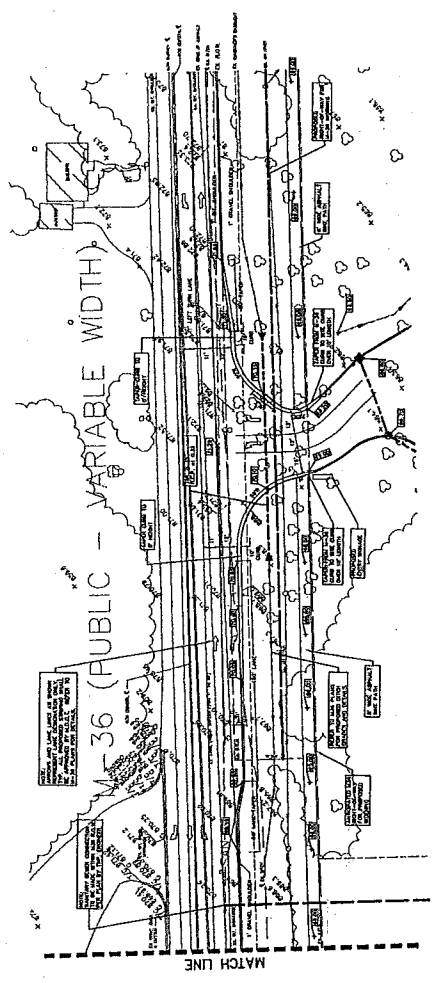
**NOTES**  
 1. THE LOCATION AND ELEVATION OF EXISTING  
 STRUCTURES AND UTILITIES ARE TO BE  
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NOTE: TO VIEW RECORDING PLANS FOR THIS PROJECT, VISIT THE PUBLIC ACCESS POINT AT THE RECORDING OFFICE, 1000 W. BROADWAY, SUITE 1000, JACKSONVILLE, FL 32202-3333.



MAG-CHILSON ROAD ENTRANCE DETAIL



EASTERN M-36 ENTRANCE DETAIL

**LEGEND**

1	Proposed Road
2	Proposed Sidewalk
3	Proposed Driveway
4	Proposed Utility
5	Proposed Easement
6	Proposed Right-of-Way
7	Proposed Utility Right-of-Way
8	Proposed Easement Right-of-Way
9	Proposed Right-of-Way Right-of-Way
10	Proposed Utility Right-of-Way Right-of-Way
11	Proposed Easement Right-of-Way Right-of-Way
12	Proposed Right-of-Way Right-of-Way Right-of-Way
13	Proposed Utility Right-of-Way Right-of-Way Right-of-Way
14	Proposed Easement Right-of-Way Right-of-Way Right-of-Way
15	Proposed Right-of-Way Right-of-Way Right-of-Way Right-of-Way
16	Proposed Utility Right-of-Way Right-of-Way Right-of-Way Right-of-Way
17	Proposed Easement Right-of-Way Right-of-Way Right-of-Way Right-of-Way
18	Proposed Right-of-Way Right-of-Way Right-of-Way Right-of-Way Right-of-Way
19	Proposed Utility Right-of-Way Right-of-Way Right-of-Way Right-of-Way Right-of-Way
20	Proposed Easement Right-of-Way Right-of-Way Right-of-Way Right-of-Way Right-of-Way

NOTE: TO VIEW RECORDING PLANS FOR THIS PROJECT, VISIT THE PUBLIC ACCESS POINT AT THE RECORDING OFFICE, 1000 W. BROADWAY, SUITE 1000, JACKSONVILLE, FL 32202-3333.

NO. 1	PROPOSED ROAD	10' CONC. CURB
NO. 2	PROPOSED SIDEWALK	5' CONC. SIDEWALK
NO. 3	PROPOSED DRIVEWAY	12' CONC. DRIVEWAY
NO. 4	PROPOSED UTILITY	18" CONC. UTILITY
NO. 5	PROPOSED EASEMENT	10' CONC. EASEMENT
NO. 6	PROPOSED RIGHT-OF-WAY	10' CONC. RIGHT-OF-WAY
NO. 7	PROPOSED UTILITY RIGHT-OF-WAY	18" CONC. UTILITY RIGHT-OF-WAY
NO. 8	PROPOSED EASEMENT RIGHT-OF-WAY	10' CONC. EASEMENT RIGHT-OF-WAY
NO. 9	PROPOSED RIGHT-OF-WAY RIGHT-OF-WAY	10' CONC. RIGHT-OF-WAY RIGHT-OF-WAY
NO. 10	PROPOSED UTILITY RIGHT-OF-WAY RIGHT-OF-WAY	18" CONC. UTILITY RIGHT-OF-WAY RIGHT-OF-WAY
NO. 11	PROPOSED EASEMENT RIGHT-OF-WAY RIGHT-OF-WAY	10' CONC. EASEMENT RIGHT-OF-WAY RIGHT-OF-WAY
NO. 12	PROPOSED RIGHT-OF-WAY RIGHT-OF-WAY RIGHT-OF-WAY	10' CONC. RIGHT-OF-WAY RIGHT-OF-WAY RIGHT-OF-WAY
NO. 13	PROPOSED UTILITY RIGHT-OF-WAY RIGHT-OF-WAY RIGHT-OF-WAY	18" CONC. UTILITY RIGHT-OF-WAY RIGHT-OF-WAY RIGHT-OF-WAY
NO. 14	PROPOSED EASEMENT RIGHT-OF-WAY RIGHT-OF-WAY RIGHT-OF-WAY	10' CONC. EASEMENT RIGHT-OF-WAY RIGHT-OF-WAY RIGHT-OF-WAY
NO. 15	PROPOSED RIGHT-OF-WAY RIGHT-OF-WAY RIGHT-OF-WAY RIGHT-OF-WAY	10' CONC. RIGHT-OF-WAY RIGHT-OF-WAY RIGHT-OF-WAY RIGHT-OF-WAY
NO. 16	PROPOSED UTILITY RIGHT-OF-WAY RIGHT-OF-WAY RIGHT-OF-WAY RIGHT-OF-WAY	18" CONC. UTILITY RIGHT-OF-WAY RIGHT-OF-WAY RIGHT-OF-WAY RIGHT-OF-WAY
NO. 17	PROPOSED EASEMENT RIGHT-OF-WAY RIGHT-OF-WAY RIGHT-OF-WAY RIGHT-OF-WAY	10' CONC. EASEMENT RIGHT-OF-WAY RIGHT-OF-WAY RIGHT-OF-WAY RIGHT-OF-WAY
NO. 18	PROPOSED RIGHT-OF-WAY RIGHT-OF-WAY RIGHT-OF-WAY RIGHT-OF-WAY RIGHT-OF-WAY	10' CONC. RIGHT-OF-WAY RIGHT-OF-WAY RIGHT-OF-WAY RIGHT-OF-WAY RIGHT-OF-WAY
NO. 19	PROPOSED UTILITY RIGHT-OF-WAY RIGHT-OF-WAY RIGHT-OF-WAY RIGHT-OF-WAY RIGHT-OF-WAY	18" CONC. UTILITY RIGHT-OF-WAY RIGHT-OF-WAY RIGHT-OF-WAY RIGHT-OF-WAY RIGHT-OF-WAY
NO. 20	PROPOSED EASEMENT RIGHT-OF-WAY RIGHT-OF-WAY RIGHT-OF-WAY RIGHT-OF-WAY RIGHT-OF-WAY	10' CONC. EASEMENT RIGHT-OF-WAY RIGHT-OF-WAY RIGHT-OF-WAY RIGHT-OF-WAY RIGHT-OF-WAY

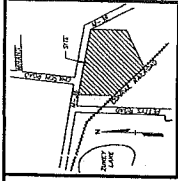
**CAUTION!!!**  
THE LOCATIONS AND ELEVATIONS OF EXISTING UTILITIES ARE SHOWN FOR INFORMATION ONLY. THE EXISTING UTILITIES ARE NOT TO BE DISTURBED OR DELETED. ANY CHANGES TO THE EXISTING UTILITIES SHALL BE MADE AT THE USER'S RISK. THE USER SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF ALL UTILITIES SHOWN ON THIS PLAN. ANY UTILITIES NOT SHOWN ON THIS PLAN SHALL BE AT THE USER'S RISK.

**MISS DIG**  
BEFORE YOU DIG, CALL 811 TO LOCATE UTILITIES. CALLING 811 IS FREE. IF YOU DO NOT CALL 811, YOU MAY DAMAGE UTILITIES AND BE RESPONSIBLE FOR THE COST OF REPAIRS AND DAMAGES.



**PAE**  
PROFESSIONAL ENGINEERING AND SURVEYING  
1000 W. BROADWAY, SUITE 1000  
JACKSONVILLE, FL 32202-3333  
TEL: 904.241.1111  
FAX: 904.241.1112  
WWW.PAE-FL.COM

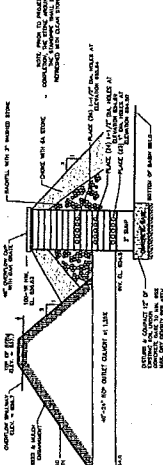
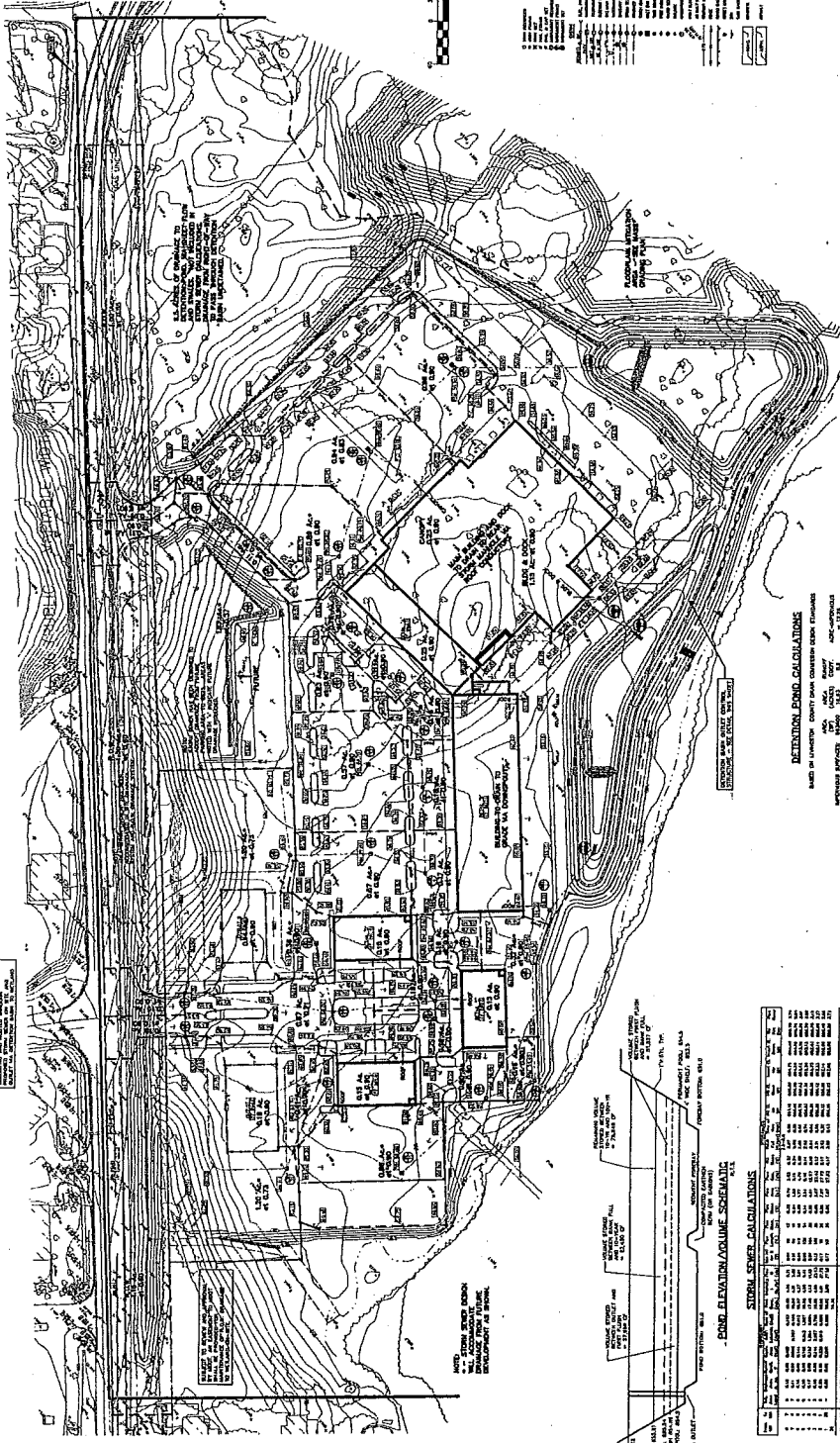




GRAPHIC SCALE  
 1" = 50' ±

**LEGEND**

Symbol	Description
Circle with dot	Proposed Manhole
Circle with cross	Proposed Inlet
Circle with horizontal lines	Proposed Sewer Line
Circle with vertical lines	Proposed Storm Sewer Line
Circle with diagonal lines	Proposed Water Main
Circle with wavy lines	Proposed Gas Line
Circle with dots	Proposed Electric Line
Circle with triangles	Proposed Telephone Line
Circle with squares	Proposed Cable TV Line
Circle with stars	Proposed Fire Hydrant
Circle with crosses	Proposed Fire Alarm
Circle with dots	Proposed Fire Station
Circle with triangles	Proposed Fire Truck
Circle with squares	Proposed Fire Engine
Circle with stars	Proposed Fire Ladder
Circle with crosses	Proposed Fire Hose
Circle with dots	Proposed Fire Alarm
Circle with triangles	Proposed Fire Station
Circle with squares	Proposed Fire Truck
Circle with stars	Proposed Fire Ladder
Circle with crosses	Proposed Fire Hose



**SEWER LINE DATA**

Stationing	Material	Size	Length	Notes
1+00 to 1+50	4" PVC	4"	50'	Under street
1+50 to 2+00	4" PVC	4"	50'	Under street
2+00 to 2+50	4" PVC	4"	50'	Under street
2+50 to 3+00	4" PVC	4"	50'	Under street
3+00 to 3+50	4" PVC	4"	50'	Under street
3+50 to 4+00	4" PVC	4"	50'	Under street
4+00 to 4+50	4" PVC	4"	50'	Under street
4+50 to 5+00	4" PVC	4"	50'	Under street
5+00 to 5+50	4" PVC	4"	50'	Under street
5+50 to 6+00	4" PVC	4"	50'	Under street
6+00 to 6+50	4" PVC	4"	50'	Under street
6+50 to 7+00	4" PVC	4"	50'	Under street
7+00 to 7+50	4" PVC	4"	50'	Under street
7+50 to 8+00	4" PVC	4"	50'	Under street
8+00 to 8+50	4" PVC	4"	50'	Under street
8+50 to 9+00	4" PVC	4"	50'	Under street
9+00 to 9+50	4" PVC	4"	50'	Under street
9+50 to 10+00	4" PVC	4"	50'	Under street

**RETENTION BASIN CALCULATIONS**

Parameter	Value
Basin Volume	10,000 cu ft
Retention Time	24 hours
Flow Rate	100 gpm
Basin Area	100 sq ft
Basin Depth	10 ft
Basin Length	100 ft
Basin Width	10 ft
Basin Height	10 ft
Basin Volume	10,000 cu ft
Retention Time	24 hours
Flow Rate	100 gpm
Basin Area	100 sq ft
Basin Depth	10 ft
Basin Length	100 ft
Basin Width	10 ft
Basin Height	10 ft

**SEWER ELEVATION/ADLINE SCHEMATIC**

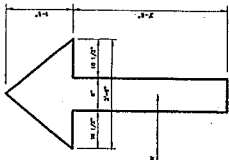
Stationing	Ground Elevation	Proposed Sewer Elevation	Notes
1+00	100.00	98.00	
1+50	98.00	96.00	
2+00	96.00	94.00	
2+50	94.00	92.00	
3+00	92.00	90.00	
3+50	90.00	88.00	
4+00	88.00	86.00	
4+50	86.00	84.00	
5+00	84.00	82.00	
5+50	82.00	80.00	
6+00	80.00	78.00	
6+50	78.00	76.00	
7+00	76.00	74.00	
7+50	74.00	72.00	
8+00	72.00	70.00	
8+50	70.00	68.00	
9+00	68.00	66.00	
9+50	66.00	64.00	
10+00	64.00	62.00	

**PAE**  
 PROFESSIONAL ENGINEERING  
 CONSULTANTS

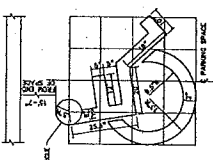
**WEST COMMERCIAL**  
 1000 WEST COMMERCIAL  
 CHILSON, CALIFORNIA

**MISS DIG**  
 CALL 800-4-A-DIG  
 BEFORE YOU DIG

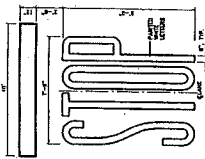
**CAUTION !!!**  
 THE LOCATION AND DEPTH OF EXISTING UTILITIES ARE NOT KNOWN. ANY UNEXPECTED UTILITIES ARE THE RESPONSIBILITY OF THE CONTRACTOR.



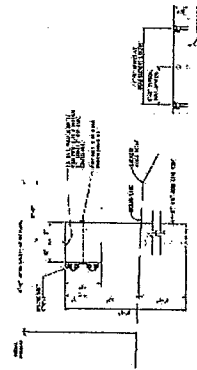
PAINTED DIRECTIONAL ARROW



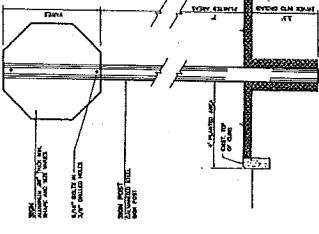
STANDARD "HANDICAPPED" SYMBOL FOR PARKING SPACE



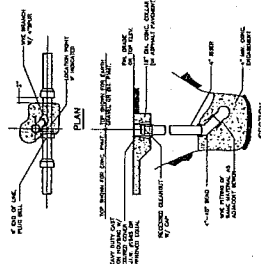
STOP SIGN



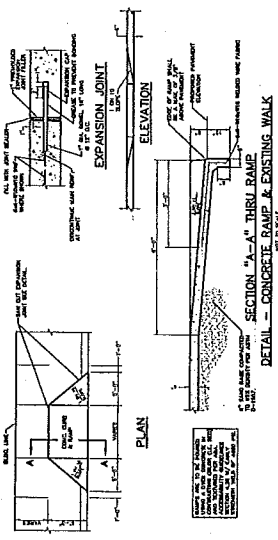
SQUARE TYPE 1\"/>



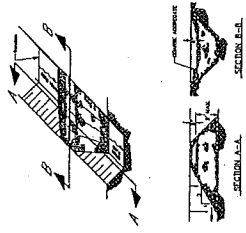
SIGN POST INSTALLATION (IN UNPAVED AREAS)



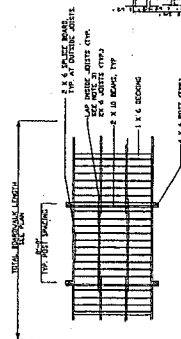
STORM SEWER MANHOLE



SECTION "A-A" THRU RAMP DETAIL - CONCRETE RAMP & EXISTING WALK

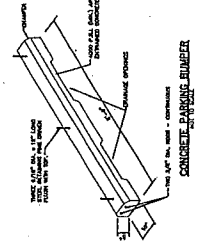


PERMANENT STONE CHECK DAM DETAIL

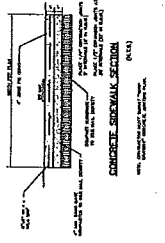


BOARDWALK FRAMING PLAN

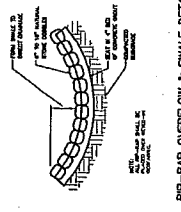
- NOTES: FRAMING PLAN
1. RAILS NOT SHOWN
  2. PARTIAL FRAMING PLAN SHOWN THROUGHOUT
  3. SEE DETAIL FOR JOINTS
  4. FRAME SHALL BE LAPPED
  5. SEE DETAIL AT END SHEET, AS NECESSARY



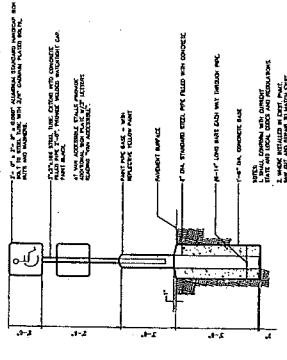
CONCRETE PARAPET BUMPER



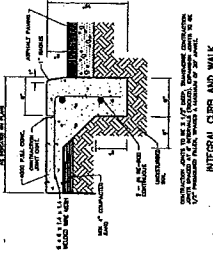
CONCRETE SIDEWALK SECTION



CURB OVERLOW & SWALE DETAIL



HANDICAPPED PARKING SIGN



METAL CURB AND WALK

NO.	DATE	DESCRIPTION
1	10/1/11	ISSUED FOR PERMITS
2	10/1/11	REVISED TO ADD SIGN TO CURB AND WALK
3	10/1/11	REVISED TO ADD SIGN TO CURB AND WALK
4	10/1/11	REVISED TO ADD SIGN TO CURB AND WALK
5	10/1/11	REVISED TO ADD SIGN TO CURB AND WALK
6	10/1/11	REVISED TO ADD SIGN TO CURB AND WALK
7	10/1/11	REVISED TO ADD SIGN TO CURB AND WALK
8	10/1/11	REVISED TO ADD SIGN TO CURB AND WALK
9	10/1/11	REVISED TO ADD SIGN TO CURB AND WALK
10	10/1/11	REVISED TO ADD SIGN TO CURB AND WALK



# Exhibit D

**CHILSON COMMONS, HAMBURG TOWNSHIP  
STORMWATER MANAGEMENT SYSTEM (During Construction)  
MAINTENANCE TASKS AND SCHEDULE**

TASKS	Storm Sewer System	Catch Basin Sumps	Catch Basin Inlets	Channels & Ditches	Basin Outlet Filters	Basin Forebays	Storm Basins	Overflow Structures	Discharge Outlets	Wetlands and Buffers	SCHEDULE
Install & maintain soil erosion control measures			X	X					X	X	Per plans or as required
Inspect for accumulated sediment	X	X			X	X	X			X	Weekly or after rain event
Removal of accumulated sediment > 1' deep	X	X		X	X	X	X		X		As required
Inspect for erosion				X			X	X	X		Weekly or after rain event
Reestablish permanent & temporary controls			X	X			X	X	X		As required
Inspect for floatables and debris	X	X	X		X		X	X			Weekly or after rain event
Remove floatables and debris	X	X	X		X		X	X			As required
Replace Outlet Filter gravel/jackets					X						As required
Replace rip-rap or stone check dams				X			X	X			As required
Mowing				X		X	X	X			Two times, annually
Certified Stormwater Manager Inspections	X	X	X	X	X	X	X	X	X	X	Weekly or after rain event
Professional engineer, reporting to developer, construction observations	X	X	X	X	X	X	X	X	X	X	As required
Modifications per engineering recommendation	X	X	X	X	X	X	X	X	X	X	Monthly
Certified Stormwater Manager maintenance and inspection records											Weekly

February 24, 2003

Professional Engineering Associates, Inc.

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# Exhibit D

CHILSON COMMONS, HAMBURG TOWNSHIP  
 STORMWATER MANAGEMENT SYSTEM  
 MAINTENANCE TASKS AND SCHEDULE

TASKS	COMPONENTS	Storm Sewer System	Catch Basin Sumps	Catch Basin Inlets	Channels & Ditches	Basin Outlet Filters	Basin Forebays	Storm Basins	Overflow Structures	Discharge Outlets	Wetlands and Butfers	SCHEDULE
Inspect for accumulated sediment		X	X			X	X	X				Annually
Removal of accumulated sediment > 1' deep		X	X			X	X	X				5 years or as required
Inspect for erosion					X			X	X	X		Annually
Reestablish permanent controls, eroded areas					X			X	X	X		As required
Inspect for floatables and debris		X	X	X		X		X	X			Annually
Remove floatables and debris		X	X	X		X		X	X			As required
Replace Outlet Filler gravel jackets						X						As required
Replace rip-rap or stone check dams					X							As required
Mowing					X							As required
Vegetation and animal control					X		X	X	X			Two times, annually
Professional engineer observation during rain event		X	X	X	X	X	X	X	X	X	X	Annually, or as required
Modifications per engineering recommendation		X	X	X	X	X	X	X	X	X	X	Annually
Professional engineer, emergency observations												As required
Maintenance & inspection records by Owner												As required
												Annually

February 24, 2003

Professional Engineering Associates, Inc.