

**WHITE LAKE TOWNSHIP  
INTER-OFFICE MEMORANDUM  
COMMUNITY DEVELOPMENT DEPARTMENT**

**DATE:** March 10, 2023

**TO:** Rik Kowall, Supervisor  
Township Board of Trustees

**FROM:** Sean O'Neil, AICP  
Community Development Director

**SUBJECT: Comfort Care White Lake  
Planned development agreement approval**  
Property described as parcel number 12-36-176-002, located on the west side of Union Lake Road, between Hutchins Road and Cooley Lake Road, consisting of approximately 8.7 acres.

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The above request is now ready for Township Board Consideration. The matter was considered by the Planning Commission at their regular meeting of March 16, 2023, at which time the **Planning Commission recommended approval** of the planned development agreement. The requests are now ready to be considered by the Township Board.

Please find enclosed the following related documents:

- Draft minutes from the Planning Commission meeting held on March 16, 2023.
- Review letter prepared by Michael Leuffgen, Township Engineer, dated March 8, 2023.
- Review letter prepared by Justin Quagliata, Staff Planner, dated March 2, 2023.
- Review letter prepared by Lisa Hamameh, Township Attorney, dated March 2, 2023.
- Draft planned development agreement.

Please place this matter on the next available Township Board agenda. Do not hesitate to contact me should you require additional information.

**WHITE LAKE TOWNSHIP  
PLANNING COMMISSION  
MARCH 16, 2023**

**CALL TO ORDER**

Chairperson Seward called the meeting to order at 7: P.M. He then led the Pledge of Allegiance.

**ROLL CALL**

**Present:**

T. Joseph Seward, Chairperson  
Merrie Carlock, Vice Chairperson  
Debby Dehart  
Scott Ruggles, Township Board Liaison  
Steve Anderson  
Matt Slicker (late arrival)

**Absent:**

Pete Meagher  
Mark Fine  
Rob Seeley

**Others:**

Sean O'Neil, Community Development Director  
Justin Quagliata, Staff Planner  
Kyle Gall, DLZ  
Rowan Brady, Beckett & Raeder  
Hannah Micallef, Recording Secretary

**APPROVAL OF AGENDA**

**MOTION by Commissioner Carlock, seconded by Commissioner Anderson to approve the agenda as presented. The motion CARRIED with a voice vote: (7 yes votes).**

**APPROVAL OF MINUTES**

A. Minutes of March 2, 2023

**MOTION by Commissioner Anderson, seconded by Commissioner Carlock to approve the minutes of March 2, 2023 as presented. The motion CARRIED with a voice vote: (7 yes votes).**

**CALL TO THE PUBLIC**

No public comment.

**PUBLIC HEARING**

None.

**CONTINUING BUSINESS**

None.

**NEW BUSINESS**

A. Comfort Care White Lake

Property described as parcel number 12-36-176-002, located on the west side of Union Lake Road, between Hutchins Road and Cooley Lake Road, consisting of approximately 8.7 acres.

Request:

**1) Final site plan approval**

**2) Planned development agreement approval**

Applicant: Comfort Care, LLC

4180 Tittabawassee Road

Saginaw, MI 48604

Staff Planner Quagliata gave a brief overview of his staff report for the project.

Commissioner Anderson asked staff if there was any pushback to the project's public benefit. Staff Planner Quagliata said the Board found the \$20,000 contribution to the Parks and Recreation Fund and the applicant's designing of the sidewalk along the project's Union Lake Road frontage to be satisfactory. Commissioner Ruggles said the \$20,000 donation was more than adequate. Staff Planner Quagliata said the \$20,000 could be applied towards the sidewalk construction, or another project at the Township's discretion.

Commissioner Carlock said it would be beneficial to track the projects that public benefit funds are used towards.

Mr. Gall said the few remaining outstanding utility plan items would be coordinated with the West Valley project.

Director O'Neil said the outstanding items for the legal piece would be ironed out, and suggested conditioning a motion based on the remaining comments being addressed. The Township Attorney recommended holding off recording the planned development agreement until the West Valley project received their final approvals. Comfort Care wouldn't be able to begin construction anyway until West Valley was underway.

Commissioner Slicker stated his concern with the residential neighbor's drainage on the project site.

Staff Planner Quagliata said all the architectural comments were addressed, and the samples that were brought to the Planning Department matched the materials shown on the renderings.

**MOTION by Slicker, seconded by Anderson, to approve Comfort Care's final site plan subject to the comments provided by engineering, the Planning Department, and Planning Commission, in addition to the planned development agreement approval. The motion CARRIED with a voice vote: (7 yes votes).**

**MOTION by Slicker, seconded by Dehart to recommend to the Township Board approval of the planned development agreement subject to all comments provided by engineering, the Planning Department, and Planning Commission. The motion CARRIED with a voice vote: (7 yes votes).**

#### **LIAISON'S REPORT**

Commissioner Carlock said a resolution was coming to the Board regarding the Land & Water Conservation Fund grant agreement approval for Stanley Park improvements.

Commissioner Dehart said she was not present at last month's ZBA meeting. Staff Planner Quagliata said 10 of Black Rock's 13 requested variances were denied at the February Zoning Board of Appeals meeting.

Commissioner Ruggles said the Township Board interviewed 3 firms on Tuesday during a Special Township Board meeting for the Construction Manager at Risk for the new Township Hall and Public Safety building. The contract was expected to be voted on and awarded at next Tuesday's regular Board meeting.

## **DIRECTOR'S REPORT**

Director O'Neil said the Corridor Improvement Authority met for the first time earlier this month, and would meet again in May to approve their by-laws and to review the draft CIA plan. A Panera was proposed at one of the Meijer out lots. Avalon had not yet submitted their final site plan. A Culver's was planned for the southwest corner of Bogie Lake Road and Highland Road. The permit for the Elizabeth Lake Road reconstruction from RCOC was hopefully on its way so the project could open for bidding. The bidding process may look different since the project would be funded with federal grant money. This project would include pedestrian walkways, on-street parking, and lighted bollards at pedestrian intersections.

## **OTHER BUSINESS**

### **A. Master Plan Update Discussion**

Mr. Brady said two chapters from the Master Plan would be reviewed: Demographics & Housing. Information for the Demographic chapter was sourced from the Decennial census, the American Community survey, and SEMCOG.

Chairperson Seward asked Mr. Brady what information was used from the American Community survey. Mr. Brady said the survey was used more to confirm data retrieved from the census.

Mr. Brady noted that growth in the Township was slower than growth in the surrounding communities. The population of White Lake Township has continually grown in the last three decades to 30,950 in 2020. The highest growth rate of 25% occurred between 1990–2000, the rate of population growth gradually slowed down to 3.1% between 2010–2020. SEMCOG'S population regional forecast for White Lake Township projected a slight increase in population by 2030.

The population in White Lake Township was aging. The median age of residents in the Township increased from 41.3 years to 43.7 years from 2010 to 2020, which was a significant increase, especially in comparison to the median age of the State of Michigan (39.8 years) and Oakland County (41.0 years). The Township also had a lower amount of younger people and households.

The racial demographics changed slightly. In 2020, nearly 90% of the township's population identified as solely White compared to 94% in 2010. Approximately 15% of White Lake Township's population and almost 40% of seniors had a disability. The 2020 median household income (inflation-adjusted dollars) in White Lake Township was \$81,633, so it was higher in comparison to the County (\$81,587) but significantly higher than the State of Michigan (\$59,234). The percentage of individuals in poverty has increased to 8.8% in 2020.

Households in White Lake Township were becoming smaller (average household size of 2.68 in 2010 to 2.6 in 2020) and as a result, the total households in the township grew by 9% between 2010 and 2020. The total housing units in White Lake Township increased by roughly 4% to an estimated 12,519 in 2020.

The Master Plan survey was closed earlier this week, and the results would be tabulated soon. 1400 residents responded. Mr. Brady said he would bring a summary to the responses and recommendation from those answers the next time he was present before the Planning Commission. An Open House would be held before the final adoption of the plan.

## **COMMUNICATIONS**

No comment.

**NEXT MEETING DATES:** April 6, 2023 & April 20, 2023

**ADJOURNMENT**

**MOTION** by Anderson, seconded by Carlock, to adjourn at 9:18 P.M. The motion **CARRIED** with a voice vote: (7 yes votes).

DRAFT



INNOVATIVE IDEAS  
EXCEPTIONAL DESIGN  
UNMATCHED CLIENT SERVICE

March 8, 2023

Sean O' Neil, Director  
Community Development Department  
Charter Township of White Lake  
7525 Highland Road  
White Lake, Michigan 48383

**RE: Comfort Care – Planned Development Agreement – 3<sup>rd</sup> Review**

DLZ Job No. 2145-7233-19

Dear Mr. O' Neil,

The applicant is proposing a 60 unit independent living, assisted living, and memory care community on an 8.37 acre parcel located off Union Lake Road. This is a review of the PDA document that has been prepared for Comfort Care, LLC. and was submitted to this office on March 1, 2023 via Dropbox.

The following items were submitted as part of this review:

- Draft PDA Agreement and associated Exhibits A and B

We offer the following comments for your consideration:

Note that comments from our February 24, 2023 review are in *italics*. Responses to those comments are in **bold**. New comments are in standard font.

General

1. *Recitals A-Provide Exhibit A. This legal description shall match the Final Site Plan/Final Engineering Plan dated November 11, 2022. Comment outstanding. Exhibit A- Legal Description has been provided; however, the following revisions to the exhibit are required:*
  - a) *1<sup>st</sup> paragraph- Line 3- Remove 'South degrees 84.'* **Comment addressed.**
  - b) *2<sup>nd</sup> paragraph- Line 1- Spelling—Correct 'poing' to 'point.'* **Comment addressed.**
  - c) *2<sup>nd</sup> paragraph- Line 6- Spelling- Correct 'distrance' to 'distance.'* **Comment addressed.**
  - d) *Provide parcel ID number.* **Comment addressed.**

3. *Recitals E-Exhibit C-The revised Final Site Plan is currently under review by our office. Since the approved revised Final Site Plan will be an Exhibit for the above PDA amendment, the PDA amendment approval would need to be conditioned on approval of the revised Final Site Plan.*  
**Comment remains as a notation. Now Recitals F- Exhibit B. Article II, Section 2.3 a. notes approval of the revised Final PD Plans (FSP/FEP) as a condition of the PD approval.**
4. *Article IV- Section 4.2- This section indicates that construction shall commence within 12 months from the Township’s approval of the PD plan. We note that this development depends on the construction of the West Valley development and cannot proceed forward until the West Valley development construction is complete. Comment addressed. Language has been provided clarifying that construction shall commence within 12 months from final completion of the West Valley development.* **We note that if/when West Valley begins construction, final completion of that project could be 2-3 years from commencement. The Township will now (see Township Planning review letter dated March 2, 2023) require Comfort Care to commence construction within 6 months of completion of West Valley’s necessary infrastructure improvements. Necessary infrastructure improvements would be defined as completion of West Valley’s watermain system, storm sewer system (including detention basin), and roads for secondary access. Overall site grading would also be required to be completed as Comfort Care’s retention basin overflow is dependent on rear yard grading within West Valley. We defer to Township Planning if these items should be referenced in Article IV, Section 4.2 of the PD Agreement.**
5. *Article I – Section 1.1- Correct 57,443 sq. ft. to 57,443 sq. ft.* **Comment addressed.**
6. *Article II – Section 2.6- Add the following language: “...construction/grading easements from the adjoining owners of West Valley and the single family parcel to the northwest of Comfort Care in such form ...”* **Comment addressed.**
7. Per language in Article II, Section 2.3 b. of the PD Agreement, the revised Final Site Plan/Final Engineering Plan will require resubmittal for review such that the plan shows the future sidewalk extension along Union Lake Road, including paving and grading details. Comment regarding this was also in our FSP/FEP review letter dated February 27, 2023.
8. Exhibit A- 2<sup>nd</sup> paragraph-Line7- Spelling- Correct ‘mintues’ to minutes.’

### **Recommendation-**

There is a small spelling error that should be corrected prior to approval and we are seeking feedback from Planning Department regarding the required language for “necessary infrastructure” as referenced above related to the West Valley Development. If the Township desires this language be added, we recommend resubmittal so we can review the language; if not, resubmittal will not be necessary.

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INNOVATIVE IDEAS  
EXCEPTIONAL DESIGN  
UNMATCHED CLIENT SERVICE

WLT-Comfort Care PDA – Review .03

March 8, 2023

Page 3 of 3

If you have any questions, please feel free to contact our office.

Sincerely,

DLZ Michigan

Michael Leuffgen, P.E.  
Department Manager

Victoria Loemker, P. E.  
Senior Engineer

Cc: Aaron Potter, DPS Director, *via email*  
Hannah Micallef, Community Development, *via email*  
Lisa Hamameh, RSJA Law, *via email*

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Rik Kowall, Supervisor  
Anthony L. Noble, Clerk  
Mike Roman, Treasurer



Trustees  
Scott Ruggles  
Liz Fessler Smith  
Andrea C. Voorheis  
Michael Powell

## WHITE LAKE TOWNSHIP

7525 Highland Road • White Lake, Michigan 48383-2900 • (248) 698-3300 • www.whitelaketwp.com

March 2, 2023

Comfort Care, LLC  
4180 Tittabawassee Road  
Saginaw, MI 48604

ATTN: Doug Boehm

**RE: Comfort Care  
Planned Development Agreement – Review #2**

Dear Mr. Boehm:


Community Development Department staff has reviewed the Comfort Care Planned Development Agreement (PDA), received by the Township on March 1, 2023. The following items shall be addressed:

- Recital C, Page 1, Line 2: The word “Planning” preceding the word “Development” shall be replaced with the word “Planned.”
- As stated in previous correspondence, add a recital stating the date the Planning Commission recommended approval of a waiver from the minimum PD acreage requirement (**August 19, 2021**). Revise subsequent recital identification accordingly.
- Recital H was added to address the following comment stated in previous correspondence: *add a recital stating the date the Township Board approved a waiver from the minimum PD acreage requirement.* The blank shall be filled in with the date **September 21, 2021**. Place this recital and the recital required by the previous comment in correct chronological order and revise subsequent recital identification accordingly.
- Recital E was added to address the following comment stated in previous correspondence: *add a recital stating the date the Township Board adopted the rezoning to PD.* Revise subsequent recital identification accordingly. The blank shall be filled in with the date **July 19, 2022**.
- Section 2.3, Subsection a: Strike this subsection and revise subsequent subsection identification accordingly.
- Section 4.2, Sentence 1: The number “12” shall be replaced with the number “6.” This change supersedes Number 6 of the previous DLZ review of this Agreement.

- Section 4.2, Sentence 1: The word “development” following the word “Valley” shall be replaced with the words “necessary infrastructure improvements.” This change supersedes Number 6 of the previous DLZ review of the Agreement.
- As stated in previous correspondence, following the signatures include a “Drafted By” section and provide the Attorney who prepared the Agreement.
- As stated in previous correspondence, following the signatures include a “When Recorded Return to” section and provide the Township’s mailing address.
- As stated in previous correspondence, prior to the execution of the Agreement, provide a corporate resolution authorizing the signer to execute the Agreement on behalf of the Developer.

Based on the items identified in this letter, the Agreement shall be revised and resubmitted. If you have any questions regarding this matter, please contact me at (248) 698-3300 ext. 177 or by email at [justinq@whitelaketwp.com](mailto:justinq@whitelaketwp.com).

Sincerely,



Justin Quagliata  
Staff Planner

cc: Sean O’Neil, *AICP*, Community Development Director  
Hannah Micallef, Community Development  
Michael Leuffgen, DLZ  
Victoria Loemker, DLZ  
Lisa Hamameh, Township Attorney

LISA J. HAMAMEH  
lhamameh@rsjalaw.com

2755 Executive Drive, Suite 250  
Farmington Hills, Michigan 48331  
P 248.489.4100 | F 248.489.1726  
rsjalaw.com



ROSATI | SCHULTZ  
JOPPICH | AMTSBUECHLER

March 9, 2023

*Via electronic mail only (soneil@whitelaketwp.com)*

Sean O'Neil  
Community Development Director  
White Lake Township  
7525 Highland Road  
White Lake, Michigan 48383

**RE: 3<sup>rd</sup> Review of Planned Development Agreement  
Comfort Care, LLC**

Dear Sean:

You asked that we review the proposed Planned Development Agreement for Comfort Care, LLC ("Agreement") submitted by Comfort Care, LLC. ("Owner") by transmittal dated March 1, 2023. Our comments regarding the Planned Development Agreement follow:

1. General Comments:

- a. As stated in previous correspondence, this Agreement cannot be executed until the necessary infrastructure in the West Valley Development is completed and appropriate easements secured.
- b. As stated in previous correspondence, the Township Engineer or other qualified personnel need to review the legal descriptions within the Exhibits.
- c. As stated in previous correspondence, prior to the execution of this Agreement, the Owner must provide proof of ownership and Owner must provide a corporate resolution authorizing the signer to execute the Agreement on behalf of the Owner.
- d. As stated in previous correspondence, since this document will be recorded at the register of deeds, it must be in recordable form, including a drafted by/return to paragraph.

2. The following are suggested additions to the Agreement:

- a. As stated in previous correspondence, a provision that states the ZBA shall have no jurisdiction over the property or the application of the Agreement.
- b. As stated in previous correspondence, a provision added to Article IV defining breach and the remedies associated therewith.
- c. As stated in previous correspondence, a provision acknowledging that at the time of execution of the Agreement, the Owner will not have yet obtained engineering approvals for the Development and that additional conditions may be imposed, provided that no such conditions be inconsistent with the PD Plan or this

Agreement and shall not change or eliminate any development right authorized thereby. Those conditions shall be incorporated into and made part of this Agreement automatically upon issuance of said conditions.

- d. As stated in previous correspondence, a provision requiring the Owner to convey all necessary easements, bills of sale, or maintenance agreements, as applicable, for the utilities, roads, pathways and storm water detention facilities.
3. With regard to the proposed PD Agreement, I offer the following comments:
- a. The PD Agreement was revised to add a new entity as the "Owner" and the original entity as the "Developer." The provisions in the PD Agreement were changed from obligating the Owner to obligating only the Developer. This is not acceptable. Both the Owner and the Developer, must be bound by this PD Agreement. Therefore, all instances in the document where "Owner" was changed to "Developer" should be revised to state "Owner and Developer."
  - b. Recital E was added to address a previous comment, but the blank was not filled in: July 19, 2022.
  - c. Recital H was added to address a previous comment, but the blank was not filled in: September 21, 2021.
  - d. The Township should consider whether Paragraph 1.4 and Paragraph 2.2 should be revised since it is not clear when development will commence and because this is inconsistent with the Site Plan Review process for Planned Developments (See, Section 6.7.A.iii.c.).
  - e. As stated in previous correspondence, Paragraph 1.5 should be revised to coincide with the Township's Zoning Ordinance, Section 6.7(E). For example, the second sentence defines "minor changes" to be limited to those provided in the ordinance, but also expands the definition to include Section 6.7(E)(ii and iii) which are not "minor changes" which may be approved administratively. Additionally, the Community Development Director, who would review administratively, has discretion in determining "minor changes" which is not reflected in this Paragraph.
  - f. As stated in previous correspondence, Paragraph 2.2 should be revised. A PD Agreement allows variances of Township Zoning Ordinances, not all ordinances and regulations of the Township. The Owner should be required to comply with all township ordinances and regulations, including the zoning ordinance, except as otherwise provided in the PD Plan and the Agreement. Additionally, the Township should consider whether the fourth sentence is acceptable since it is not clear when development will commence and because this is inconsistent with the Site Plan Review process for Planned Developments (See, Section 6.7.A.iii.C).
  - g. As stated in previous correspondence, Paragraph 2.3 should be revised to reflect all conditions of approval, including the completion of the infrastructure improvements in the West Valley development, and all necessary on and off-site easements.
  - h. The Township should consider whether Paragraph 3.1 should be revised to include the installation of the necessary infrastructure in the West Valley development as a prerequisite to a pre-construction meeting.

- i. As stated in previous correspondence, Paragraph 4.1 should be revised to add: "and in accordance with all Township Ordinances, codes, rules, regulations and standards."
- j. Paragraph 4.2 should be revised to clarify what is meant by "final completion of the West Valley development."
- k. The Township should consider whether the requirement for a Private Road Agreement should be included in light of Paragraph 4.3.
- l. Paragraphs 4.5 a and b should be revised to add that the extension of the water and sewer system shall be in accordance with the Township's Ordinance, not just as it relates to fees as currently drafted.
- m. As stated in previous correspondence, Paragraph 6.2 should be revised to replace the terms "defaults in its obligation" with the terms "fails". Also, the word "Subject" before Property should be removed. Finally, "(a)" should be inserted before "placed on a delinquent tax roll" as the first option available to the Township in the event costs and expenses have not been paid within sixty (60) days of a billing.
- n. As stated in previous correspondence, Paragraph 7.1 contains a typo in the word "shalt."
- o. As stated in previous correspondence, the heading in Paragraph 7.13 should be revised to state: Violations.

Please let us know if you have any questions or would like to discuss this matter further.

Very truly yours,

ROSATI SCHULTZ JOPPICH  
& AMTSBUECHLER PC



Lisa J. Hamameh

cc: Michael Leuffgen

## PLANNED DEVELOPMENT AGREEMENT

This Planned Development Agreement (“Agreement”) is entered into as of \_\_\_\_\_, 2023, by and among William Vestevich, Successor Co-Trustee of the Peter Vestevich Trust dated August 10, 1966, as amended, whose address is c/o William Vestevich, Esq., 6905 Telegraph Rd. Ste. 260, Bloomfield Hills, Michigan 48301 (“Owner”), Comfort Care Senior Living LLC, a Michigan limited liability company, whose address is 4180 Tittabawassee Road, Saginaw, Michigan 48604 (“Developer”), and Charter Township of White Lake, a Michigan Charter Township, whose address is 7525 Highland Road, White Lake, Michigan 48383 (“Township”).

### RECITALS

A. Owner owns certain real property consisting of approximately 8.37 acres located in the Charter Township of White Lake, Oakland County, Michigan, which is more particularly described on Exhibit A attached hereto (the “Property”).

B. Developer desires to develop the Property as a single story Independent Living, Assisted Living and Memory Care Community comprising office space, 60 units (72 beds) for residents, and appropriate accompanying facilities for such a Community.

C. At a meeting held by the Township Planning Commission on May 19, 2022, the Township Planning Commission recommended approval of rezoning to Planning Development (“PD”) and Developer’s Preliminary Site Plan for the Project prepared by Griggs Quaderer Inc., last revised April 12, 2022 (“Preliminary Site Plan”), subject to conditions as more fully set forth in Section 2.3 below.

D. At a meeting held by the Township Board on June 21, 2022, the Township Board approved the Preliminary Site Plan and introduced the rezoning to PD.

E. At a meeting held by the Township Board on \_\_\_\_\_, 202\_\_, the Township Board approved the rezoning to PD.

F. At a meeting held by the Township Planning Commission on \_\_\_\_\_, 2023, the Township Planning Commission approved Developer’s Final Site Plan for the Project, subject to certain conditions as more fully set forth in Section 2.3 below. The Final Site Plan is attached as Exhibit B and is referred to herein as the “PD Plan.”

G. At a meeting held by the Township Board on \_\_\_\_\_, 2023, the Township Board approved Developer’s Planned Development Agreement for the Project, subject to the conditions set forth in this Agreement, including without limitation Section 2.3 below.

H. At a meeting held by the Township Board on \_\_\_\_\_, 2023, the Township Board approved a waiver from the minimum PD acreage requirement.

I. By entering into this Agreement, the parties desire to set forth their respective obligations with respect to the PD and the conditions under which the Township has granted final PD approval. The Township is willing to establish the property as a PD and Developer is willing to develop and maintain the PD, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants of the parties described in this Agreement, the parties agree as follows:

**ARTICLE I**  
**DESCRIPTION OF THE PROJECT; PD and PD PLANS**

1.1 **Description of Project.** The project (“Project”) covers an area comprising approximately of 8.37 acres located on the west side of Union Lake Road between Hutchins and Cooley Lake Roads in the Township. The Project will consist of a 57,443 square foot Assisted Living and Memory Care Community (the “Community”). The Community will be licensed with the State of Michigan as a “Home for the Aged.” The Community will comprise 24 assisted living units, 16 memory care units and 20 independent living units. The Community will be a single-story structure. When the Community becomes fully occupied, the estimated total staffing will be 50 employees, with an estimated 15 employees per each shift.

1.2 **Final PD Plan Approval; Exhibits.** The \_\_\_\_\_, 2023 PD Plan was approved by the Township Planning Commission on \_\_\_\_\_, 2023. The PD Plan approval grants the Developer the right to construct facilities as set forth in the PD Plan, subject to all applicable permits in the ordinary course, as the same may be modified and amended in accordance with the Township Zoning Ordinance from time to time. All exhibits attached hereto are incorporated herein and made a part hereof by reference.

1.3 **Performance Criteria.** Developer affirmatively submits that the proposed uses on the Property shall not exceed the performance criteria found in Section 5.18 of the Township Zoning Ordinance and the standards listed therein.

1.4 **Modifications to Standard Zoning Requirements.** Except as otherwise provided herein, Developer shall adhere to the Ordinances of the Township. To the extent that developing the Property in accordance with the PD Plan will deviate from the Township Zoning Ordinance or any other ordinance, resolution, rule or regulation of the Township, currently in effect or which may be adopted in the future, the Township shall be deemed to have granted, and hereby grants, modifications for all such deviations. Modifications from the Township Zoning Ordinance which the Township shall be deemed to have granted, and hereby grants, are as set forth on Exhibit B.

1.5 **Minor Modifications.** If, following the approval of the PD Plan, Developer elects to make minor changes to the PD Plan, such minor changes may be made subject only to “Administrative Approval”. The term “Minor Changes” shall be those changes set forth in the Township Zoning Ordinance, Article 6, Section 6.7(E)(i- iii). For purposes of this Agreement, “Administrative Approval” shall mean the approval by the Community Development Director of the Township, or his/her designee, or such other individual as may be designated by the Township Board, without the necessity of review by the Township Board or the Township Planning Commission or any amendment to this Agreement.

1.6 **Statement of Planning Objectives to be Achieved by the Developer.** The primary planning objectives of this development is to create an assisted living and memory care community licensed as a Home for the Aged by the State of Michigan.

1.7 **Statement of Applicant's Intention and Lease to Residents.** It is the intent of the Developer to own and operate a 60 unit (72 beds) Home for the Aged and lease such units to residents who require assisted living or memory care services.

## **ARTICLE II** **REQUIREMENTS FOR DEVELOPMENT**

2.1 **Development Standards.** The Property shall be developed and improved in compliance with the following:

- a. The Charter Township of White Lake Zoning Ordinance, as amended, and engineering design standards, except where modified by this Agreement and the Exhibits attached hereto;
- b. This Agreement;
- c. The PD Plan;
- d. The conditions set forth in Section 2.3 below; and
- e. All applicable federal, state and county laws, rules and regulations.

2.2 **Effect of PD Approval.** To the extent that developing the Property in accordance with this Agreement and the PD Plan will deviate from the Zoning Ordinance or any other Township Ordinance or regulation, this Agreement and the PD Plan shall control. To the extent this Agreement and PD Plan attached hereto are silent on development issues, the Project shall comply with the Zoning Ordinance and other Township ordinances and regulations. All improvements constructed in accordance with this Agreement and PD Plan shall be deemed to be conforming under the Zoning Ordinance and in compliance with all ordinances of the Township. The Project shall not be subject to any additional requirements contained in any amendments or additions to Zoning Ordinances adopted subsequent to the date of this Agreement which conflict with the provisions of this Agreement including the PD Plan and/or any plans which are approved pursuant to this Agreement.

2.3 **Conditions to Approval.**

- a. Approval of the revised final PD Plan.
- b. The Developer's engineer shall design an offsite sidewalk extension along Union Lake Road and submit said plan to the Township as part of the PD Plan, and allocate funds in the estimated amount of \$20,000 towards construction of said sidewalk extension.

2.4 **Traffic Impact Study.** The Traffic Impact Study prepared by Beaubien Engineering, LLC, dated February 1, 2022, and Anderson, Eckstein & Westrick, Inc., dated February 3, 2022, is incorporated by reference into this Agreement. Developer acknowledges the reliance by the Township on this traffic study in the approval of the PD Plan.

2.5 **Community Impact Statement.** The Community Impact Statement prepared by Developer, incorporated by reference into this Agreement. Developer acknowledges reliance by the Township on this Community Impact Statement in the approval of the PD Plan.

2.6 **Temporary Grading/Construction Easement.** Owner agrees that it shall obtain a fully



executed temporary construction/grading easements from the adjoining owners of West Valley and the single family parcel to the northwest of Comfort Care (which parcel is located at 900 Union Lake Road, White Lake Charter Township, Michigan 48386, Parcel ID# 12-36-151-017) in such form as is approved by the Township, prior to scheduling the pre-construction meeting.

**ARTICLE III**  
**CONDITIONS, PERMITS AND STIPULATIONS**

3.1 **Permits and Authorizations.** All state, county and federal permits required for completion of the project shall be approved prior to the scheduling of a pre-construction meeting with Developer and the Township staff and consultants.

3.2 **Improvements and Alterations.** Developer shall not engage in any improvements or alterations on the Property, including, without limitation, site grading work or installation of utilities, until completion of the pre-construction meeting.

**ARTICLE IV**  
**DEVELOPER'S RIGHTS AND OBLIGATIONS**

4.1 **Right to Develop.** Developer shall have the right to develop the Property in accordance with the PD Plan and this Agreement.

4.2 **Development Schedule.** Developer shall commence development of the Project within 12 months from final completion of the West Valley development. Construction shall be conducted in a single phase, and shall be completed within 12 months from the date of commencement. The foregoing development schedule may be modified by Developer as necessary or appropriate with the Township's consent, which shall not be unreasonably withheld.

4.3 **Internal Roads in the Project.** The internal drives within the Project will be private and asphalt or concrete and constructed in accordance with Township Ordinances and development standards.

4.4 **Landscape Plan.** The Landscape Plan which is part of the PD Plan attached hereto as Exhibit B identifies the landscaping to be installed within the Project.

4.5 **Utilities.**

a. **Sanitary Sewer System.** Sanitary sewers shall be extended by the Developer to serve the Project which must connect to the Township's sanitary sewer system. Connection to the sanitary sewer system shall require payment of all applicable fees, charges, and assessments, in accordance with the Township's Ordinance.

b. **Water System.** Water service shall be extended by the Developer to serve the Project which must connect to the Township's water system. Connection to the water system shall require payment of all applicable fees, charges, and assessments, in accordance with the Township Ordinance. The PD Plan identifies the water lines and related water easements to be dedicated to the Township.

4.6 **Storm Water Retention.** Storm water shall be conveyed by a storm sewer system to a storm water retention basin located within the Project. All such storm water drainage facilities, including the retention basin and all related improvements shall be designed in accordance with all applicable ordinances and engineering regulations and standards.

4.7 **Signs.** Any sign installed will have to be approved by the Township and Developer will comply with all the sign regulations in the Township's sign ordinance.

4.8 **Architectural and Site Design Guidelines.** The Project shall be developed in conformance with the following architectural and site minimum standards:

a. **Minimum Setbacks.** Setback requirements shall be in accordance with the approved final PD Plan.

b. **Exterior Materials.** The exterior materials shall be in accordance with the approved final PD Plan.

c. **Driveways and Sidewalks.** Curbs, gutters and sidewalks shall be constructed of concrete and shall be in accordance with the approved final PD Plan. Driveways shall be constructed of asphalt, except where indicated to be concrete on the approved Final Engineering Plan, and in accordance with the approved final PD Plan.

4.9 **Parks and Recreation Fund.** As a public benefit, Developer shall pay to the Township the amount of Twenty Thousand (\$20,000.00) and 00/100 Dollars to be used for the Township's Parks and Recreation Fund.

#### **ARTICLE V MAINTENANCE OF OPEN SPACE**

5.1 **Common Elements and Common Facilities.** The Developer shall have the responsibility for maintaining the open space and installed landscaping located within the Project.

#### **ARTICLE VI TOWNSHIP'S RIGHTS AND OBLIGATIONS**

6.1 **Township Action For Failure to Maintain Property.** In the event the Developer defaults in its obligation to maintain the property in a reasonable condition, using reasonable standards, and consistent with and as required under the PD Plan and this Agreement, the Township may serve written notice upon Developer setting forth the manner in which Developer has failed to maintain the Property, and such notice shall include a demand that deficiencies be cured within a stated reasonable time period no less than thirty (30) days, and shall set forth the date, time and place of a hearing before the Township Board for the purpose of allowing Developer to be heard as to why the Township should not proceed to perform the maintenance which has not been undertaken. In that hearing, the time for curing such deficiencies, and the hearing itself, may be extended. If, following the hearing, the Township Board shall determine that the Developer has not cured such deficiency within the time specified at the hearing, then upon five (5) days written notice to Developer, the Township shall thereupon have the power and authority, but not the obligation, to enter upon the Property or cause its agents or contractors to enter upon the Subject Property to cure such deficiency as reasonably found by the Township to be appropriate and/or necessary, in a manner so as to reasonably minimize any interference with the business operations on the Property and the cost and expense of such curative actions, including the cost of notices by the Township and reasonable legal, planning, and engineering fees and costs incurred by the Township shall be paid by the Developer. Such amount shall constitute a lien on the Property and the Township may require such costs and expenses to be paid prior to the commencement of work. If such costs and expenses have not been paid within sixty (60) days of a billing to the Developer, all unpaid amounts may

be placed on a delinquent tax roll of the Township as to the Property and shall accrue interest and penalties and shall be collected as and shall be deemed delinquent real property taxes in the discretion of the Township; or (b) assessed against the Developer and collected as special assessment on the next annual Township tax roll; or (c) collected by use of the applicable provisions of Michigan law providing for foreclosure by advertisement, the Developer having specifically granted the Township the required power of sale to do so; or (d) collected by suit against Developer. If suit is initiated, the Developer shall pay all of the Township's reasonable legal fees and costs. The selection of remedy shall be at the sole option of the Township, and election of one remedy shall not waive the use of any other remedy.

## **ARTICLE VII**

### **MISCELLANEOUS PROVISIONS**

7.1 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

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

7.3 **Successors and Assigns.** The terms, provisions and conditions of this Agreement are and shall be deemed to be of benefit to the Property and shall run with and bind the Property, and shall bind and inure to the benefit of the successors and assigns of the parties to this Agreement.

7.4 **Amendment.** This Agreement shall only be amended pursuant to an instrument executed by the Township, Owner and Developer, or their successor in title. No consent to the amendment of this Agreement shall be required from any other person, including mortgagees.

7.5 **Authority.** This Agreement has been duly authorized by all necessary action of the Developer, the Owner, and the Township. By execution of this Agreement, the parties each warrant that they have the authority to execute this Agreement and bind the Property and the respective entities to its terms and conditions.

7.6 **Partial Invalidity.** Invalidation of any of the provisions contained in this Agreement or the application thereof to any persons by judgment or court order shall in no way affect any of the other provisions hereof or the application thereof to any other person and the same shall remain in full force and effect.

7.7 **No Partnership.** None of the terms or provisions contained in this Agreement shall be deemed to create a partnership or joint venture between Developer and the Township.

7.8 **Incorporation of Documents.** The recitals contained in this Agreement, the introductory paragraph, 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.

7.9 **Integration Clause.** 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 referenced in this Agreement.

7.10 **Recording.** This Agreement shall be executed by the Developer and recorded by the

Township in the office of the Oakland County Register of Deeds. Alternatively, the Township shall be authorized to prepare and record a Notice of Development Agreement.

7.11 **Waiver.** Failure of either party to insist upon strict performance of any of the terms, conditions or covenants hereof shall not be deemed to be a waiver of any rights or remedies that such party may have hereunder, at law or in equity, and shall not be deemed a waiver of any subsequent breach or default under this Agreement. No waiver by either party of any default under this Agreement shall be affecting or binding unless made in writing and no such waiver shall be implied from any omission by the party to take an action with respect to the default. No express written waiver of any default shall affect any other default or cover any other period of time, and one or more written waivers of any default shall not be deemed to be a waiver of any subsequent default in performance of the same or any other term or provision contained in this Agreement.

7.12 **Violating.** Violations of the provisions of this Agreement shall be deemed to be violations of the Township Zoning Ordinance and shall entitle the Township to all rights and remedies provided by the Zoning Ordinance or any other applicable law for such violation.

*(Signatures and notarization are contained on the following pages)*

DEVELOPER:

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

Its: \_\_\_\_\_

STATE OF MICHIGAN        )  
  ) SS  
COUNTY OF OAKLAND     )

The foregoing PD Agreement was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_,  
by \_\_\_\_\_ of \_\_\_\_\_, on behalf of said \_\_\_\_\_.

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

OWNER:

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

Its: \_\_\_\_\_

STATE OF MICHIGAN        )  
  ) SS  
COUNTY OF OAKLAND     )

The foregoing PD Agreement was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_,  
by \_\_\_\_\_ of \_\_\_\_\_, on behalf of said \_\_\_\_\_.

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

TOWNSHIP:

CHARTER TOWNSHIP OF WHITE LAKE  
a Michigan municipal corporation

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

Rik Kowall

Its: Supervisor

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

Anthony L. Noble

Its: Clerk

STATE OF MICHIGAN        )  
  ) ss  
COUNTY OF OAKLAND     )

The foregoing PD Agreement was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by Rik Kowall, Supervisor and Anthony L. Noble, Clerk of the Charter Township of White Lake, a Michigan municipal corporation, on behalf of said municipal corporation.

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

## EXHIBIT A

### Legal Description

PART OF THE NORTHWEST 1/4 OF SECTION 36, TOWN 3 NORTH, RANGE 8 EAST, WHITE LAKE TOWNSHIP, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS BEGINNING AT A POINT DISTANT NORTH 00 DEGREES 12 MINUTES 01 SECONDS WEST 892.33 FEET AND DUE 424.46 FEET AND SOUTH 84 DEGREES 30 MINUTES 00 SECONDS EAST 270.00 FEET AND NORTH 46 DEGREES 30 MINUTES 00 SECONDS EAST 310.00 FEET FROM WEST 1/4 CORNER OF SECTION 36, TOWN 3 NORTH, RANGE 8 EAST; SAID POINT OF BEGINNING ALSO BEING THE SOUTHEAST CORNER OF THE "PRESERVE AT HIDDEN LAKE" CONDOMINIUM AS RECORDED AT THE OAKLAND COUNTY REGISTER OF DEEDS;

THENCE FROM SAID POINT OF BEGINNING AND ALONG THE SOUTH EAST LINE OF SAID CONDOMINIUM, NORTH 14 DEGREES 38 MINUTES 35 SECONDS EAST 445.59 FEET TO A POINT OF THE CENTERLINE OF UNION LAKE ROAD; THENCE ALONG SAID CENTERLINE ON A CURVE TO THE RIGHT WITH RADIUS 2,852.97 FEET, A CENTRAL ANGLE OF 02 DEGREES 53 MINUTES 04 SECONDS AND WHOSE CHORD BEARS SOUTH 38 DEGREES 57 MINUTES 59 SECONDS EAST A DISTANCE OF 143.61 FEET; THENCE CONTINUING ALONG SAID CENTERLINE SOUTH 37 DEGREES 31 MINUTES 27 SECONDS EAST, 170.04 FEET; THENCE CONTINUING ALONG SAID CENTERLINE 36 DEGREES 58 MINUTES 19 SECONDS EAST, 473.41 FEET; THENCE CONTINUING ALONG SAID CENTERLINE SOUTH 36 DEGREES 31 MINUTES 19 SECONDS EAST, 385.43 FEET; THENCE SOUTH 52 DEGREES 47 MINUTES 19 SECONDS WEST, 347.60 FEET; THENCE NORTH 37 DEGREES 19 MINUTES 50 SECONDS WEST, 340.64 FEET; THENCE SOUTH 89 DEGREES 54 MINUTES 33 SECONDS EAST, 4.87 FEET; THENCE NORTH 37 DEGREES 41 MINUTES 37 SECONDS WEST, 559.50 FEET TO SAID POINT OF BEGINNING; SAID PARCEL CONTAINS 8.37 GROSS ACRES OF LAND.

PARCEL ID# 12-36-176-002



**EXHIBIT B  
FINAL SITE PLAN**