

WHITE LAKE TOWNSHIP PLANNING COMMISSION

REPORT OF THE COMMUNITY DEVELOPMENT DEPARTMENT

TO: Planning Commission

FROM: Sean O'Neil, AICP, Community Development Director
Justin Quagliata, Staff Planner

DATE: March 26, 2024

RE: Walmart outdoor seasonal sales

Walmart submitted a temporary use permit application dated March 8, 2024 requesting to place a garden center corral (for mulch and other large garden items) in the parking lot until September 5, 2024. Walmart is located on a 13.11-acre parcel at 9190 Highland Road (on the north side of Highland Road, east of Fisk Road) and zoned PB (Planned Business). Paragraph 2(q) of the White Lake Marketplace Planned Business District Development (PBD) Agreement allows Walmart to petition the Planning Commission for permission to conduct outdoor seasonal sales (this includes displaying merchandise outdoors). In determining the size and location of such area, the PBD Agreement requires the Planning Commission to ensure Walmart takes into account the parking ratio for the overall shopping center must not fall below 4.5 cars for each 1,000 square feet of gross leasable area of the shopping center, not including parking spaces which may be within any such outdoor seasonal sales area.

The plan provided by the Applicant shows the garden center corral in the west portion of the parking lot along Fisk Road. When the PBD Agreement was amended in 2009, Birchler Arroyo, the Township's then Planning Consultant, provided a review letter (dated October 8, 2008) stating, in regard to seasonal outdoor sales areas, the Planning Commission could provide conditions of approval for such areas, including their location, duration, and possibly the type of merchandise permitted. The Consultant further stated overstock of merchandise such as mulch, stone, topsoil, fertilizer, etc. should not be permitted to be stored in a designated seasonal sales area.

Walmart did not submit a parking calculation to confirm compliance with the PBD Agreement. It is also unclear if there would be overstock of merchandise in the outdoor sales area. Based on Walmart's past practices associated with this particular use (the Planning Commission granted approval of this use for a two-year period on March 15, 2018), there do not appear to be conflicts with barrier-free parking and vehicular access.

Planning Commission Options / Recommendation

The Planning Commission has the option to approve, approve with conditions, or deny the request to place a garden center corral in the parking lot. **Staff recommends approval of the request subject to the following conditions:**

- **Walmart shall obtain a temporary use permit from the Building Division.**
- **The outdoor seasonal sales area is subject to inspection and approval by the Fire Marshal.**
- **Activity associated with the outdoor seasonal sales shall be limited to April 5 through September 5, with site cleanup to be completed by September 15.**
- **No additional signage, other than directional signage in the parking lot, associated with the outdoor seasonal sales shall be permitted.**
- **The approval shall expire on April 4, 2026.**

Attachments:

1. Temporary use permit application, dated March 8, 2024.
2. Notice of PBD Agreement Amendment, recorded August 7, 2009.
3. PBD Agreement Amendment, dated July 10, 2009.
4. Minutes of the March 15, 2018 Planning Commission meeting.



RECEIVED
MAR 08 2024
BUILDING
DEPARTMENT

White Lake Township Building Department
7525 Highland Road • White Lake, MI 48383 • (248) 698-3300 Ext 2 • www.whitelaketwp.com

TEMPORARY USE PERMIT

Owner's Address:

Walmart
9190 E. Highland Rd.
Whitelake, MI, 48386

Owner's Permission:

Ray Tyler

Location of Temporary Use:

parking lot
"Garden Center Corral"

Start Date:

March 20th, 2024

End Date:

September 5th, 2024

Type of use requested:

To have a "Corral"
for mulch and other
large garden items

Applicant's Name:

Racheal Stack / Mona Sevic

Applicant's Phone Number:

248-698-9601

Applicant Signature:

Mona Sevic

** Applicant is to provide a copy of photo ID.

** Attach a site plan/plot plan showing parking, tent size and location, portable restroom, etc.

Approved by: _____

Date: _____

Walmart

Main
Doors

Garden
Doors

Patio

Entrance

Parking Lot

Handicap

Trees + Shrubs

Cart Rail?

mana
erese

Black + Brown
+ Red Scotts
mulch

Black + Brown
Red Scotts
Rubber mulch

→ Drive thru

Black
mulch

Black
mulch

Red
mulch

Red
mulch

Brown
mulch

Brown
mulch

Black
~~Scotts~~

Brown
Rubber

Red
mulch

← Fisk Rd →

Mona Sevic
517-899-4241

Walmart

9190

E. Highland
Whitlake, MI

48386

248-698-9601

RECEIVED
OAKLAND COUNTY
REGISTER OF DEEDS

2009 AUG -7 AM 10:28

143180
LIBER 41394 PAGE 273
\$22.00 MISC RECORDING
\$4.00 REMONUMENTATION
08/07/2009 11:10:19 A.M. RECEIPT# 65315



PAID RECORDED - OAKLAND COUNTY
RUTH JOHNSON, CLERK/REGISTER OF DEEDS

NOTICE OF PLANNED BUSINESS DEVELOPMENT AGREEMENT

Gregory K. Need, being duly sworn, states as follows:

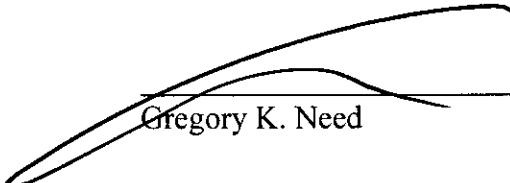
1. He is the attorney for White Lake Township ("Township"), Oakland County, Michigan.
2. On June 26, 1998, the Township and Ramco-Gershenson Properties, L.P. ("Ramco-Gershenson") entered into a Planned Business District Development Agreement, which covers the property described on Exhibit A, attached hereto and by reference made a part hereof (tax parcel numbers 12-14-476-015((part), 12-14-476-009 and 12-14-476-007)).
3. On July 10, 2009, Pontiac Mall Limited Partnership ("Pontiac Mall"), as successor-in-interest to Ramco-Gershenson, Wal-Mart Real Estate Business Trust ("Wal-Mart") and the Township executed an Amendment to White Lake Marketplace Planned Business District Development Agreement, which covers the property described on Exhibit B, attached hereto and by reference made a part hereof (tax parcel number 12-14-476-015).
4. The Planned Business Development Agreement contains provisions regarding development of the property.

~~XXXX~~

5P
R

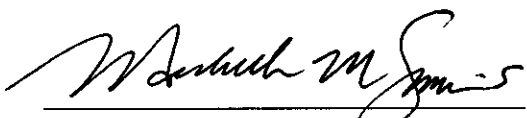
O.K. - MH

5. A copy of the Agreement is available for inspection at the office of the Township, 7525 Highland Road, White Lake, Michigan 48383, during regular business hours.


Gregory K. Need

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

Subscribed and sworn to before me
on August 4, 2009.



Michelle M. Simmons, Notary Public
Oakland County, Michigan
My commission expires: October 11, 2011

Drafted by and when recorded return to:

Gregory K. Need, Esq.
Adkison, Need & Allen, P.L.L.C.
39533 Woodward Avenue, Suite 210
Bloomfield Hills, MI 48304

LEGEND

- S.I. SET IRON (W/CAP #37281)
- F.I. FOUND IRON
- F.P. FOUND PIPE

0 150' 300' 600'



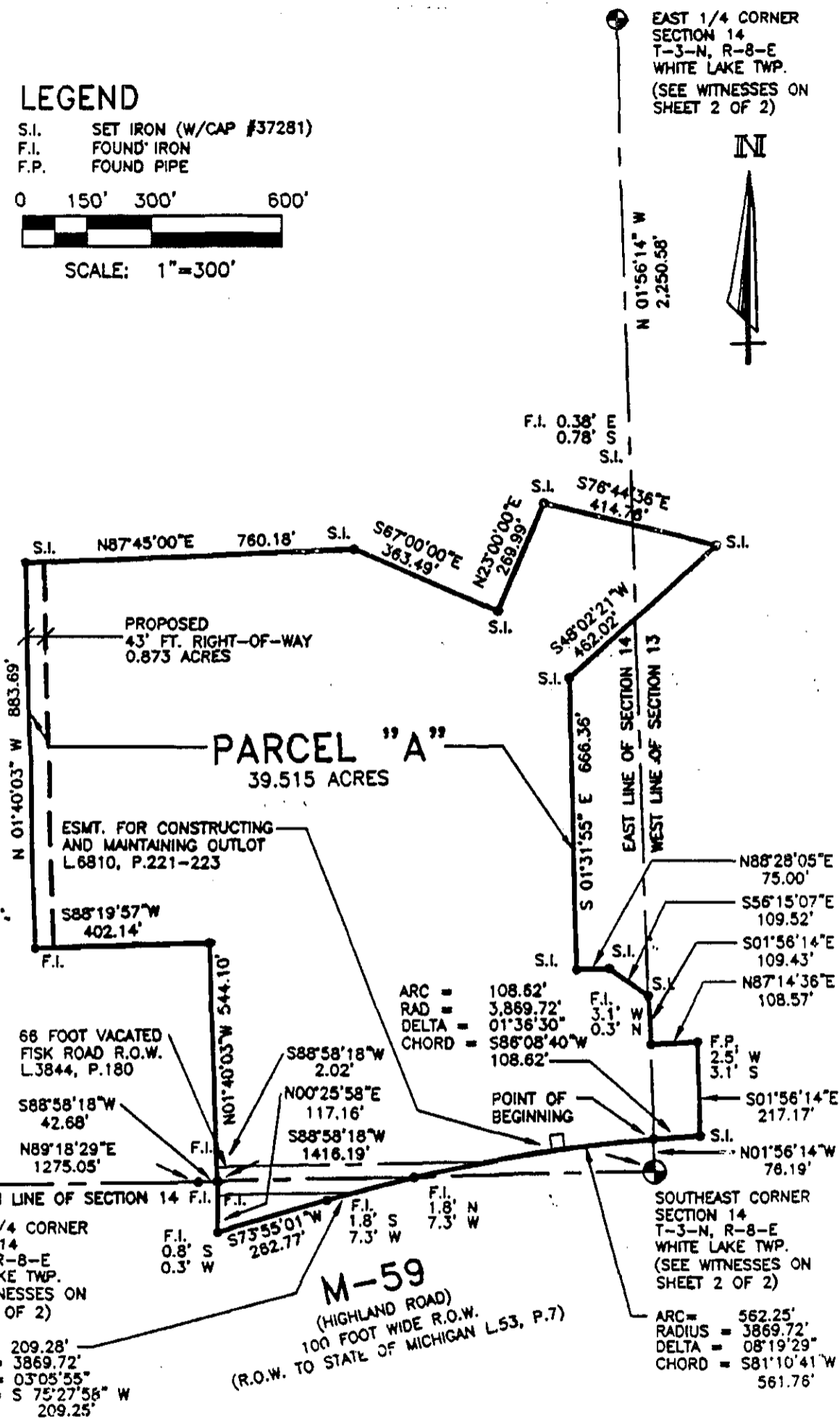
SCALE: 1"=300'

EAST 1/4 CORNER
SECTION 14
T-3-N, R-8-E
WHITE LAKE TWP.
(SEE WITNESSES ON
SHEET 2 OF 2)

N



FISK ROAD
(66 FOOT WIDE)



CERTIFICATE OF SURVEY

PART OF THE SW 1/4 OF SECTION 13 & THE SE 1/4 OF SECTION 14
AND PART OF NE 1/4 OF SECTION 23, T-3-N, R-8-E
WHITE LAKE TOWNSHIP, OAKLAND COUNTY, MICHIGAN

Giffels-Webster Engineers Inc. ENGINEERS-SURVEYORS-PLANNERS 407 E. FORT STREET SUITE 600, DETROIT MICHIGAN 48226 (313) 962-4442	DATE: 4/28/98	CK'D. BY: JD	DATE: 4/98	SCALE: 1"=300'
	DRAWN: SW	JD	4/98	SHEET: 1 OF 2
	DESIGN: JD	LL	4/98	GWE 14753
	SECTION: 13,14,23	T-3-N R-8-E		

MAY 04 1998

data/acad/14753/sketches/sk14

**LEGAL DESCRIPTION
PARCEL "A"**

PART OF THE NE 1/4 OF SECTION 23 & PART OF THE SW 1/4 OF SECTION 13 & PART OF THE SE 1/4 OF SECTION 14, T-3-N, R-8-E, WHITE LAKE TOWNSHIP, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE SE CORNER OF SECTION 14, T-3-N, R-8-E; THENCE N 01°56'14" W, 76.19 FEET ALONG THE EAST LINE OF SAID SECTION 14 TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF M-59 (100 FEET WIDE), SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE THE FOLLOWING THREE COURSES ALONG SAID NORTH RIGHT-OF-WAY LINE: (1) ALONG A CURVE TO THE LEFT 562.25 FEET, SAID CURVE HAVING A RADIUS OF 3,869.72 FEET, CENTRAL ANGLE OF 08°19'29" AND A LONG CHORD BEARING OF S 81°10'41" W, 581.78 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 14 AND (2) CONTINUING ALONG A CURVE TO THE LEFT 209.28 FEET, SAID CURVE HAVING A RADIUS OF 3,869.72 FEET, CENTRAL ANGLE OF 03°05'55" AND A LONG CHORD BEARING OF S 75°27'58" W, 209.25 FEET, AND (3) S 73°55'01" W, 262.77 FEET; THENCE N 00°25'58" E, 117.16 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 14; THENCE S 88°58'18" W, 2.02 FEET ALONG SAID SOUTH LINE; THENCE N 01°40'03" W, 544.10 FEET; THENCE S 88°19'57" W, 402.14 FEET TO A POINT IN FISK ROAD; THENCE N 01°40'03" W, 883.69 FEET ALONG SAID FISK ROAD; THENCE N 87°45'00" E, 760.18 FEET; THENCE S 67°00'00" E, 363.49 FEET; THENCE N 23°00'00" E, 269.99 FEET; THENCE S 76°44'36" E, 414.76 FEET; THENCE S 48°02'21" W, 462.02 FEET; THENCE S 01°31'55" E, 666.36 FEET; THENCE N 88°28'05" E, 75.00 FEET; THENCE S 56°15'07" E, 109.52 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 14; THENCE S 01°56'14" E, 109.43 FEET ALONG SAID EAST LINE; THENCE N 87°14'36" E, 108.57 FEET; THENCE S 01°56'14" E, 217.17 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF M-59 (100 FEET WIDE); THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE ALONG A CURVE TO THE LEFT 108.62 FEET, SAID CURVE HAVING A RADIUS OF 3,869.72 FEET, CENTRAL ANGLE OF 01°36'30" AND A LONG CHORD BEARING OF S 86°05'40" W, 108.62 FEET TO THE POINT OF BEGINNING AND CONTAINING 39.515 GROSS ACRES 38.642 NET ACRES.

SUBJECT TO THE RIGHTS OF THE PUBLIC IN FISK ROAD AND M-59.
ALSO SUBJECT TO ANY EASEMENTS, RESTRICTIONS OF RIGHT-OF-WAY, RECORDED OR OTHERWISE.

WITNESSES

12-14-476-007 SEX
12-14-476-011 - SW Sec 13, SE Sec 14
PT 12-14-476-015 SEX
12-14-476-009 - SW Sec 13, SE Sec 14
12-14-476-010 - SE Sec 14, NE Sec 23

SOUTHEAST CORNER OF SECTION 14, T-3-N, R-8-E
FOUND 1/2" IRON IN MONUMENT BOX WITH R.C.O.C. CAP

DUE NORTH 81.28 FEET 4" CONCRETE MONUMENT
N 57° E 193.34 FEET CUT CROSS SOUTHWEST BOLT OF CHURCH SIGN
S 36° E 172.31 FEET NORTH FACE OF 10" PINE TAG #33138
S 47° W 45.93 FEET NORTHWEST FACE OF UTILITY POLE TAG #33138

SOUTH 1/4 CORNER OF SECTION 14, T-3-N, R-8-E
FOUND CONCRETE MONUMENT WITH R.C.O.C. CAP #33138

N 45° W 29.55 FEET SOUTHWEST FACE OF 10" MAPLE TAG #33138
N 03° E 9.96 FEET EAST FACE OF 10" THORNAPPLE TAG #33138
N 88° E 1.45 FEET NORTH FACE OF UTILITY POLE TAG #33138
S 45° E 69.68 FEET WEST FACE OF UTILITY POLE TAG #33138

EAST 1/4 CORNER OF SECTION 14, T-3-N, R-8-E
FOUND AXLE SHAFT WITH R.C.O.C. CAP #33138

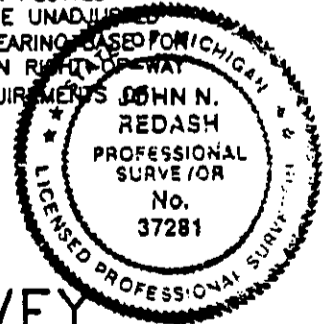
S 45° E 23.49 FEET NORTHEAST FACE OF TWIN 12" BOXELDER TAG #33138
S 65° W 50.14 FEET NORTH FACE OF 4" ELM TAG #33138
N 03° W 2.66 FEET SOUTHWEST FACE OF TWIN 36" BOXELDER TAG #33138
N 03° E 2.93 FEET NORTHEAST FACE OF TWIN 36" BOXELDER TAG #33138

CENTER OF SECTION 14, T-3-N, R-8-E
1" FOUND PINCH PIPE

N 04° E 53.85 FEET WEST FACE OF 8" APPLE NAIL & TAG #13903
S 15° E 18.24 FEET NORTH FACE OF 12" CHERRY NAIL & TAG #13904
S 20° W 10.06 FEET NORTH FACE OF 6" ELM NAIL & TAG #13901
N 85° W 70.36 FEET NORTH FACE OF 4" PINE NAIL & TAG #13902

I HEREBY CERTIFY THAT I HAVE SURVEYED AND MAPPED THE LAND HEREON PLOTTED AND DESCRIBED APRIL 15, 1998 AND THAT THE RATIO OF CLOSURE OF THE UNADJUSTED FIELD OBSERVATIONS OF SUCH SURVEY WAS 1 IN 45332 AND THAT THE BEARING BASED ON MICHIGAN DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY PLAN SHEET #266, PROJECT NUMBER 63-45; AND THAT ALL OF THE REQUIREMENTS OF P.A. 132, 1970, AS AMENDED, HAVE BEEN COMPLIED WITH.

John N. Redash
JOHN N. REDASH P.S. #37281



MAY 04 1998

CERTIFICATE OF SURVEY

PART OF THE SW 1/4 OF SECTION 13 & THE SE 1/4 OF SECTION 14
AND PART OF NE 1/4 OF SECTION 23, T-3-N, R-8-E
WHITE LAKE TOWNSHIP, OAKLAND COUNTY, MICHIGAN

Giffels-Webster Engineers Inc.

ENGINEERS-SURVEYORS-PLANNERS
407 E. FORT STREET SUITE 600, DETROIT MICHIGAN 48226
(313) 962-4442

DATE: 4/28/98	CK'D. BY: JD	DATE: 4/98	SCALE: 1"=300'
DRAWN: SW	JD	4/98	SHEET: 2 OF 2
DESIGN: JD	LL	4/98	GWE 14753
SECTION: 13,14,23	T-3-N R-8-E		

duta/acad/14753/sketches/sk14

Legal Description for Wal-Mart Property

A part of the southeast 1/4 of Section 14, Town 3 North, Range 8 East, White Lake Township, Oakland County, Michigan, more particularly described as:

Commencing at the southeast corner of a said Section 14; thence North $01^{\circ}56'14''$ West, 76.19 feet along the east line of Section 14 to a point on the northerly right of way line of M-59 – Highland Road, (100 feet wide);

thence along said right of way line on a curve to the right with an arc length of 108.62 feet; having a radius of 3,869.72 feet, with a delta angle of $01^{\circ}36'30''$ and having a chord bearing of North $86^{\circ}08'40''$ East, 108.62 feet;

thence North $01^{\circ}56'14''$ West, 217.17 feet;

thence South $87^{\circ}14'36''$ West, 108.57 feet to a point on the east line of said Section 14;

thence North $01^{\circ}56'14''$ West, 109.43 feet along said line;

thence North $56^{\circ}15'07''$ West, 109.52 feet;

thence South $88^{\circ}28'05''$ West, 75.00 feet;

thence North $01^{\circ}31'55''$ West, 293.04;

thence South $88^{\circ}19'57''$ West, 266.13 feet,

thence South $01^{\circ}40'03''$ East, 206.13 feet,

thence South $88^{\circ}19'57''$ West, 345.00 feet to the **Point of Beginning** for the following

described tract of land;

thence South $88^{\circ}19'57''$ West, 596.50 feet;

thence North $01^{\circ}40'03''$ West, 884.12 feet;

thence South $87^{\circ}45'00''$ West, 10.00 feet;

thence North $01^{\circ}40'03''$ West, 113.64 feet;

thence North $87^{\circ}45'00''$ East, 653.20 feet;

thence South $02^{\circ}15'00''$ East, 113.63 feet;

thence South $87^{\circ}45'00''$ West, 107.94 feet;

thence South $01^{\circ}40'03''$ East, 545.08 feet;

thence North $88^{\circ}19'57''$ East, 60.11 feet;

thence South $01^{\circ}40'03''$ East, 344.49 feet to the **Point of Beginning**, containing 13.101

acres (570695 sq. ft.).

Part of Parcel No. 12-14-476-005 and all of Parcel No. 12-14-476-006

12-14-476-015

White Lake, MI
Store No. 2700-02

**AMENDMENT TO WHITE LAKE MARKETPLACE
PLANNED BUSINESS DISTRICT DEVELOPMENT AGREEMENT**

This Amendment to White Lake Marketplace Planned Business District Development Agreement (this "Amendment") is made this 10th day of July, 2009, by and among the **CHARTER TOWNSHIP OF WHITE LAKE**, whose address is 7525 Highland Road, White Lake Township, Michigan 48383 ("Township"), **PONTIAC MALL LIMITED PARTNERSHIP**, a Michigan limited partnership as successor-in-interest to **RAMCO-GERSHENSON PROPERTIES, L.P.**, a Delaware limited partnership, with a mailing address of 31500 Northwestern Highway, Suite 100, Farmington Hills, Michigan 48334 ("Developer") and **WAL-MART REAL ESTATE BUSINESS TRUST**, a Delaware statutory trust, whose address is 2001 S.E. 10th Street, Bentonville, Arkansas 72716-0550 ("Wal-Mart").

RECITALS

A. Developer and the Township entered into that certain White Lake Marketplace Planned Business District Development Agreement dated June 26, 1998 (the "Agreement").

B. Wal-Mart intends to expand its current building located on property owned by Wal-Mart as described in **Exhibit A** attached hereto and made a part hereof (the "Wal-Mart Parcel") and within the White Lake Marketplace Shopping Center pursuant to those certain Final Site Plans and construction related plans, prepared by CESO, Inc., dated August 13, 2008 and final Elevations prepared by Raymond Harris Architects ("RHA"), dated July 14, 2008 and final Sign Plan prepared by RHA, dated July 17, 2008 and last revised May 29, 2009 as all of such plans were approved by the Township in connection with Wal-Mart's expansion.

C. The Township desires to ensure that the Wal-Mart expansion that is the subject of this Amendment is developed and used in accordance with Township approved development plans and applicable laws and regulations.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. Paragraph 2(q) of the Agreement is hereby deleted in its entirety and replaced with the following:

Although the approved Site Plan does not provide an area where Wal-Mart will have the right to conduct outdoor seasonal sales, Wal-Mart shall have the absolute right to petition the Township (through its Planning Commission) for the right to conduct such sales in a specified area within the Wal-Mart Parcel, and the Township (through its Planning Commission) shall reasonably consider any such request in accordance with the Township Zoning Ordinance, provided that, in determining the size and location of such area, Wal-Mart takes into account that the parking ratio for the overall shopping center must not fall below 4.5 cars for each 1,000 square feet of gross leasable area of the shopping center, not including parking spaces which may be within any such outdoor seasonal sales area. Wal-Mart shall be required to utilize the same application and approval process set out above in the event that Wal-Mart desires to lease or license any portion of its parking lot for a kiosk or other similar use.

2. Paragraph 2(u) is hereby amended to add the following language:

Other than as provided for herein, except for a four week period of time surrounding the national holidays of Christmas and Thanksgiving (i.e. two weeks before the date and two weeks after), and except for a two week period of time surrounding certain other national holidays which shall include Easter, Memorial Day, the 4th of July and Labor Day (i.e. one week before the date and one week after), Wal-Mart shall not permit the storage of roll-off shipping containers or other storage containers or trailers behind the Wal-Mart building outside of the loading dock areas for longer than twenty-four (24) consecutive hours. Said limitation does not apply to containers or trailers within the loading dock areas. No more than four (4) roll-off shipping containers or other storage containers or trailers (in addition to any such containers or trailers within the loading dock areas) shall be permitted behind the Wal-Mart building at any one time, and such roll-off shipping containers or other storage containers or trailers not within the loading dock areas shall be limited to the designated areas as depicted on the attached **Exhibit B**. Wal-Mart shall not permit running refrigeration containers or running refrigeration trailers to be stored behind the Wal-Mart building at any time (except within the loading dock areas). Said containers shall not block the access/truck drive located behind the Wal-Mart building, and in the event said containers damage any common area within the White Lake Marketplace Shopping Center, Wal-Mart shall promptly repair and/or restore (at its sole cost) such area to the same or better condition as which existed immediately prior to such damage.

3. The following Paragraph 2(x) is hereby added to the Agreement:

If requested to do so by the Township, Wal-Mart shall install signs within the parking area on the Wal-Mart Parcel stating that the parking of recreational vehicles and buses on the Wal-Mart Parcel on an overnight basis is prohibited. Wal-Mart store representatives shall also reference such prohibition to any parties inquiring regarding overnight parking of recreational vehicles and buses.

Notwithstanding the foregoing, the parties acknowledge that Wal-Mart shall have no responsibility to enforce or police this prohibition.

4. The following Paragraph 2(y) is hereby added to the Agreement:

Wal-Mart shall maintain all landscaping on the Wal-Mart Parcel, and shall replace any dead or dying landscaping on the Wal-Mart Parcel, consistent with its obligation to do so pursuant to the Township Code of Ordinances.

5. The sign plan for the Wal-Mart development is hereby amended, as reflected within the attached **Exhibit C**.

6. In recognition of the fact that certain lot combinations and/or consolidations necessary for the expansion of the Wal-Mart store may not be complete at the time construction commences, construction on or across any lot line or boundary between the parcels that are to be combined or consolidated shall be permitted consistent with the approved site plans, without regard to any set back requirements in the Township Code of Ordinances that would otherwise apply to any such lot lines or boundary lines. Such lot combinations and/or consolidations shall be complete before a certificate of occupancy is issued.

7. The parties hereto acknowledge and agree that, as between Pontiac, Wal-Mart and Home Depot U.S.A., Inc., this Amendment is not intended to and does not amend, modify or circumvent the terms and conditions of that certain Easement With Covenants and Restrictions Affecting Land dated June 26, 1998 and recorded in Liber 18772, Page 13, Oakland County, Michigan Register of Deeds, as amended by that certain First Amendment to Easement With Covenants and Restrictions Affecting Land dated and recorded on or around the date hereof (as amended, the "ECR"), including but not limited to the parking ratio requirements set forth in the ECR.

[Rest of this page intentionally left blank. Signatures start on next page.]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date set out on the first page of this Amendment.

**CHARTER TOWNSHIP OF
WHITE LAKE**

By: Mike Kowall
Mike Kowall

Its: _____
Supervisor

and

By: Terrence E. Lilley
Terrence Lilley

Its: _____
Clerk

STATE OF Mich)
)SS:
COUNTY OF OAKLAND)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 30 day of June, 2009 personally appeared Mike Kowall, the Supervisor and Terrence Lilley the clerk of the Charter Township of White Lake, and acknowledged the execution of the foregoing for and on behalf of said Township.

Dena M. Potter
Notary Public,

OAKLAND County, _____
Acting in OAKLAND County
My Commission Expires: 12-5-13

[Signatures continue on following pages]

DENA M. POTTER
Notary Public, Oakland County, MI
My Commission Expires Dec. 5, 2013
Acting in the County of OAKLAND, MI

**PONTIAC MALL LIMITED
PARTNERSHIP**, a Michigan limited
partnership and successor-in-interest to
Ramco-Gershenson Properties, L.P.

By: White Lake Holdings, Inc.,
a Michigan corporation

Its: General Partner

By: 

Name: Bruce Gershenson

Its: Vice President

STATE OF MICHIGAN)
)SS:
COUNTY OF OAKLAND)

Before me, the undersigned, a Notary Public, in and for said County and State, on this
25th day of June, 2009 personally appeared Bruce Gershenson, the
Vice President of White Lake Holdings, Inc., a Michigan corporation, the general
partner of Pontiac Mall Limited Partnership, a Michigan limited partnership, and acknowledged
the execution of the foregoing for and on behalf of said limited partnership.



Kelly Fries Notary Public,

Oakland County, Michigan

Acting in _____ County

My Commission Expires: 8/21/2015

[Signatures continue on following page]

**WAL-MART REAL ESTATE
BUSINESS TRUST,**
a Delaware statutory trust

By: J. Chris Callaway
J. Chris Callaway
Regional Vice President, Design and Real Estate

STATE OF ARKANSAS)
)SS:
COUNTY OF BENTON)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 9th day of July, 2009 personally appeared J. Chris Callaway, Regional Vice President, Design and Real Estate for Wal-Mart Real Estate Business Trust, a Delaware statutory trust, and acknowledged the execution of the foregoing for and on behalf of said trust.



Michelle L. Tagliavore
Notary Public,
Benton County, ARKANSAS
Acting in Benton County
My Commission Expires: 5-20-2015

Approved and Consented to:

HOME DEPOT U.S.A., INC.,
a Delaware corporation

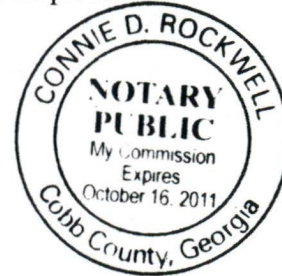
By: [Signature]

Its: Brett Soloway - Counsel

STATE OF Georgia)
)SS:
COUNTY OF Cobb)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 30 day of June, 2009 personally appeared Brett Soloway, the Counsel of Home Depot U.S.A., Inc. a Delaware corporation, and acknowledged the execution of the foregoing for and on behalf of said corporation.

Notary Public, Connie D. Rockwell
Cobb County, Georgia
Acting in Cobb County
My Commission Expires:



Drafted by, and when recorded, please return to:

Dawda, Mann, Mulcahy & Sadler, PLC
Attn. Dana Kreis Glencer
39533 Woodward Avenue, Suite 200
Bloomfield Hills, Michigan 48304

MORTGAGEE'S CONSENT TO AMENDMENT

The undersigned, Wells Fargo Bank National Association as Trustee for the registered holders of PNC Mortgage Acceptance Corp. Commercial Mortgage Pass-Through Certificates Series 2001-C1, whose Master Servicer is Midland Loan Services, Inc., being a mortgagee of certain property that is the subject of the Agreement by virtue of a Mortgage, dated as of January 29, 2001, and recorded on February 2, 2001 in Liber 22289, Page 798, Oakland County, Michigan register of deeds, hereby consents to this Amendment to White Lake Marketplace Planned Business District Development Agreement.

Wells Fargo Bank National Association as Trustee for the registered holders of PNC Mortgage Acceptance Corp. Commercial Mortgage Pass-Through Certificates Series 2001-C1

By and through its Master Servicer and Attorney in Fact
Midland Loan Services, Inc.

By: BJH

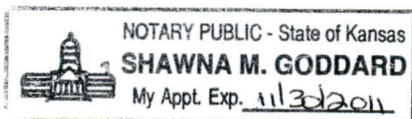
Print Name: Bradley J. Hauge

Its: EVP

Date: 7/22, 2009

STATE OF KANSAS)
)SS:
COUNTY OF JOHNSON)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 2nd day of July, 2009 personally appeared Bradley J. Hauge the Sr. Vice President of Midland Loan Services Inc., a Delaware Corp., and acknowledged the execution of the foregoing for and on behalf of said corporation.



Shawna M. Goddard

Notary Public,

Johnson County,

Kansas

Acting in Johnson County

My Commission Expires: 11/30/2011

175
176 Mr. Seward questioned how they would designate or mark out access to the lake between lots 60-61. Mr.
177 Pisaki stated this could be done with signs. Mr. Seward noted that he had the same set up and over time
178 those two lots became their property. It was a great set up, but created arguments. They could put
179 posts or a fence down those property lines so it can easily be delineated. Also he feels the southern lots
180 will feel separated from the pond/lake and it might discourage them from using the lake, which is
181 gorgeous. A gazebo or gathering place would be awesome.

182
183 Mr. O'Neil stated this developer came before the commission this evening with a concept looking for
184 feedback. Accessibility to the lake is a common theme and they could perhaps eliminate a few lots to
185 access the lake. They want to make this workable.

186
187 Additional Commissioner Comments:

188
189 Mr. Ruggles feels this is a decent plan in general and he doesn't have issues. He suggested maybe
190 making the park on the west bigger and lose a few lots.

191
192 Ms. Grubb would like to see more frontage on the pond on lot 60.

193
194 Mr. Fine encouraged the applicant to move forward with this development.

195
196 Mr. Seward suggested having access for the northern lots on the north end of the road and creating a
197 gathering space. The area should be accessible and more open for a visual aspect.

198
199 Mr. O'Neil indicated he would meet with the applicant again to see what they can do to address these
200 issues.

201
202 **b. Walmart, Temporary Use Permit for outdoor seasonal sales**

203
204 Mr. O'Neil indicated that per the approved Planned Business Development Agreement, Walmart has the
205 right to petition the Planning Commission for approval of a Temporary Use Permit for outdoor seasonal
206 sales from April-October each year. The administrative denial was issued due to the fact that only the
207 Planning Commission can approve this request.

208
209 Mr. O'Neil continued that they are proposing to keep all materials on the westerly property line near the
210 Garden Center. There is thick vegetation along the sidewalk and what they would store would not be
211 obtrusive to the neighbors across the street. He would recommend that the first few spaces remain open
212 and product not to exceed past the parking spots, as the fire lane must remain open. He appreciates
213 them moving it to this area and feels it is a better location. One possible condition would be to limit the
214 height of the pallets to 5 ft.

215
216 Sean Bolen of Walmart stated that the main reason for requesting outdoor storage in this area is that
217 customers are asking for more variety and convenience when it comes to mulch. The new store manager
218 agreed to give this a try. He agrees with the suggestion of leaving a few parking spaces open to allow for
219 loading. This is a low traffic area, both lanes will be open and they will only occupy the space designated.
220 There is an access gate where customers can go out without having to go all the way around.

221
222 The new Store Manager, Nicole, stated they have not done this in previous years and it would be a nice
223 benefit for the customers.

224
225 Mr. O'Neil asked how far back would they need to go in order to provide this convenience. Mr. Bolen
226 stated there are emergency exits and trucks unload in the back. They will need 10-12 spaces maximum
227 and anticipate 6 spaces for pallets of dirt and mulch with a few spaces for trees and shrubs. Racks of
228 flowers will be against the building and will not intrude into the fire lane. There are two roll-up doors for
229 ventilation purposes only.

230
231 Mr. Ruggles stated that this is straight forward and Home Depot does this as well. Home Depot was one
232 of the first PB's in the township and these stipulations were not put into their development, but we want to
233 continue this in the future.

234
235 Ms. Grubb thinks this is a good idea and maybe they can discourage parking in that area. Mr. Bolen
236 stated it would be the place where cars can stop and load.

237
238 Mr. Anderson did not like all the front outdoor storage in previous years. It was an eyesore and created
239 traffic problems. With regard to loading and unloading, he feels someone will have to park in the
240 ingress/egress to do that. This may create a problem with flow and traffic. He suggested the 5 empty
241 spaces be designated for loading and unloading. Nicole and Mr. Bolen felt this was a good idea.

242
243 Mr. Anderson questioned how many bags of mulch each pallet would hold. Mr. Bolen responded that
244 each pallet is 4x5 ft. and would hold roughly 50 bags of mulch, and be less than 5 ft. high. There will still
245 be mulch available in the store, but this request is for bulk purchase as a convenience for the customer.
246 Mr. Anderson asked how they would secure this area at night. Mr. Bolen stated there is an overnight
247 team who will monitor the area.

248
249 Mr. Fine thinks this is a great idea and will be good for their business. He would like to see signage in
250 that area for safety purposes.

251
252 Ms. Grubb asked if Christmas trees would be included in this and Mr. Bolen responded that they would
253 not.

254
255 Parking directly west of the westerly fencing – MOTION – one pallet 5ft. max.

256
257 **Mr. Fine moved to approve the Walmart Temporary Use Permit for Outdoor Seasonal Sales of**
258 **mulch and other items in the westerly area, and having space where they can see from the Garden**
259 **Center gates, from April 1-September 30 for a 2-year period and storage is restricted to**
260 **immediately west of the Garden Center. Ms. Carlock supported and the MOTION CARRIED with a**
261 **roll call vote: Ruggles – yes; Grubb – yes; Anderson – yes; Fine – yes; Carlock – yes; Seward –**
262 **yes. (6 yes votes)**

263
264 **Liaison's Report:**

265
266 Mr. Ruggles reported that Officer Jessica Snow was presented with her third life-saving award; the
267 Township has applied for the Michigan Natural Resources Grant to acquire property at the Brendel Lake
268 camp ground. If the township is successful, the state will fund 74%. They are working on a purchase
269 price and we'll know by December if it's awarded, with the funding coming next year. There was a large
270 turnout and residents asked if the township would allow docks/boats. Mr. Kowall assured them there
271 would not be any motorized vehicles allowed; regarding the Preliminary Site Plan for Aspen Meadows,
272 the Planning Commission wanted a community impact statement, but the Township Board decided they
273 didn't need it; 4 Corners requested a designation as a Brownfield development. There is more
274 contamination on site, not in the corner, but in middle of property where all the utilities are. The
275 development is at a standstill right now and the developer is also looking for tax abatement.

276
277 Ms. Grubb reported that the Parks & Rec has not met since the last meeting. Also, there will be a
278 millage in November to vote for.

279
280 Ms. Dehart was not present to give a report. The next ZBA meeting March 22.

281
282 **Director's Report:**

283
284 Mr. O'Neil added to Mr. Ruggles report that two rezonings were finalized with a second reading. He
285 expects projects coming in. And lastly, there will not be a meeting on April 5.

286
287 **Communications:**

288
289 **Next meeting dates:**

- 290
291
292
- Regular Meeting – April 5, 2018 (cancelled)
 - Regular Meeting – April 19, 2018 (public hearing, Anderson cannot attend)