

**WHITE LAKE TOWNSHIP
ZONING BOARD OF APPEALS**

REPORT OF THE COMMUNITY DEVELOPMENT DEPARTMENT

TO: Zoning Board of Appeals

FROM: Andrew Littman, Staff Planner

DATE: May 15, 2025

Agenda item: 8E

Appeal Date: March 25, 2025

Applicant: PH Communities

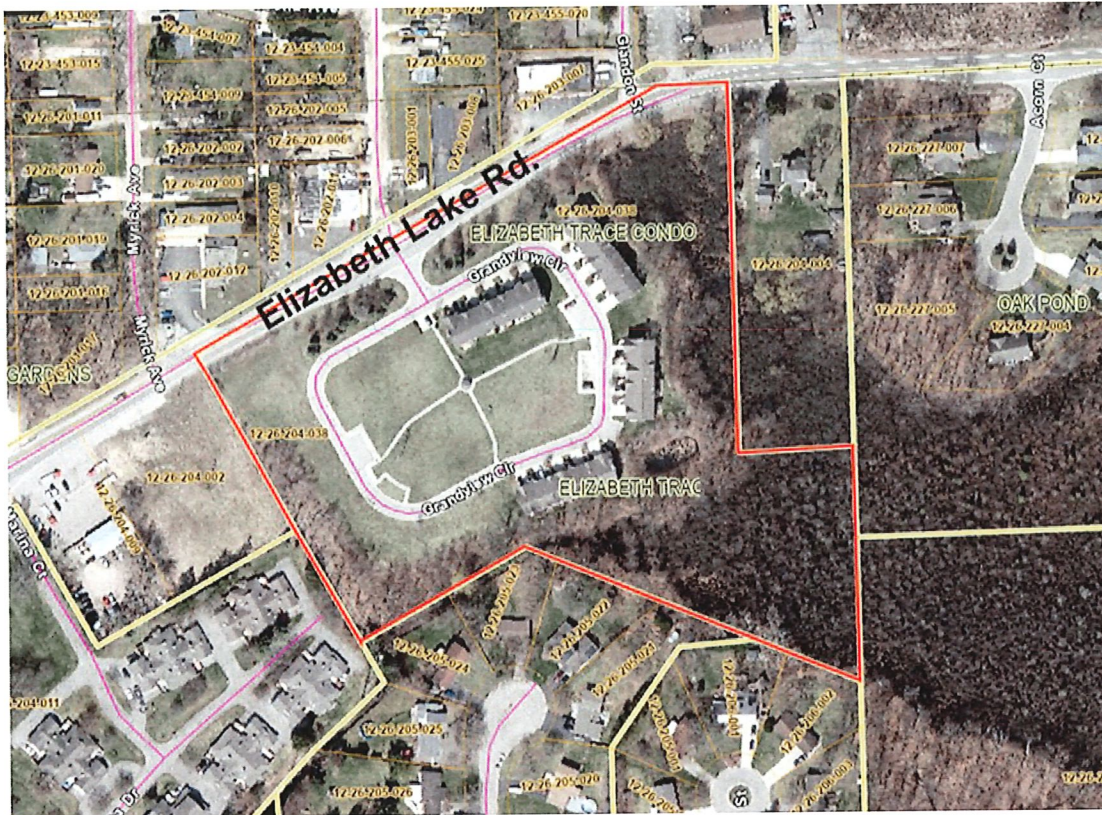
Address: 8255 Cascade, STE 110
Commerce Township, MI 48382

Zoning: RM-1, Attached Single-Family District

Location: South side of Elizabeth Lake Road, east of Union Lake Road

Property Description

The subject property is located on the south side of Elizabeth Lake Road and east of Union Lake Road. It is zoned RM-1 and encompasses 10.3 acres. The property is home to an existing multi-family condominium development (called "Elizabeth Trace") that currently features 19 single-family attached units within 4 buildings. The first phase of Elizabeth Trace was approved in 2004.



Source: Oakland County Property Gateway

Applicant's Proposal

The Applicant, PH Communities, seeks to complete Phase 2 of the Elizabeth Trace multi-family development. The plans for Phase 2 include an additional 6 buildings, 26 units, and 78 bedrooms.

On March 6, 2025, the Planning Commission recommended approval of the amended preliminary site plan to the Township Board subject to the following conditions: 1) sidewalk installation along the entire manicured portion of the right-of-way (Elizabeth Lake Road); 2) to investigate the feasibility of constructing a sidewalk in the eastern portion of the site and installing it (if feasible); 3) incorporating 6 feet of brick on the rear facade of new proposed buildings, as well as additional bump-outs/dormers, and 4) obtaining the requested variances from this body.



Existing Condominium Building



Proposed Condominium Buildings

Planner's Report

The Applicant is seeking variances from the following 5 sections of the Zoning Ordinance: Section 3.11.Q (Notes to District Standards), Section 3.11.G (Notes to District Standards), Section 3.11.U (Notes to District Standards), Section 5.19.E (Interior Landscaping), and Section 5.21 (Public Sidewalk Standards).

1) Setback from Wetlands

Section 3.11.Q states that no building or structure shall be located closer than 25 feet to any regulated wetland, submerged land, watercourse, pond, stream, lake or like body of water. The building containing units 47 to 50 is proposed to have patios within 25 feet of a wetland.

The applicant is requesting variances from this section for the following 4 units:

<u>Unit #</u>	<u>Requested Variance (in Feet)</u>
47	4
48	4.9
49	5.6
50	2.3

- *Recommended approval language:* Variances from Section 3.11.Q of the Zoning Ordinance are granted to allow the porch of unit 47 to encroach 4 feet into the required setback from a wetland, the porch of unit 48 to encroach 4.9 feet into the required setback from a wetland, the porch of unit 49 to encroach 5.6 feet into the required setback from a wetland, and the porch of unit 50 to encroach 2.3 feet into the required setback from a wetland.

2) Setbacks between Multiple-Family Structures

Section 3.11.G reads as follows:

“Where two (2) or more multiple-family structures are erected on the same lot, a minimum setback of twenty (20) feet shall be provided between structures. If the structures have a common yard, this setback shall be increased by two (2) feet for each ten (10) feet or part thereof, by which each of the buildings exceed forty (40) feet in length on that side of the building facing the common yard”

This standard requires a distance of 36 feet for the 120-foot-long buildings and 42 feet for the 150-foot-long buildings. The Applicant is seeking variances for the distances between the following buildings:

<u>Building A</u> <u>(Identified by its</u> <u>Units)</u>	<u>Building B</u> <u>(Identified by its</u> <u>Units)</u>	<u>Required Distance</u> <u>Between Buildings</u>	<u>Requested Variance</u>
Units 47-50	Units 10-14 (Existing)	36 feet	5.8 feet
Units 51-54	Units 55-59	42 feet	5.9 feet
Units 60-63	Units 64-67	36 feet	15.4 feet
Units 68-72	Units 42-46 (Existing)	42 feet	6.6 feet

- *Recommended approval language:* Variances from Section 3.11.G of the Zoning Ordinance are granted to allow there to be a 30.2-foot setback between units 47-50 and existing units 10-14, a 36.1-foot setback between units 51-54 and units 55-59, a 20.6-foot setback between units 60-63 and units 64-67, and a 35.4-foot setback between units 68-72 and existing units 42-46.

3) Setback from Back of Sidewalk

Section 3.11.U states that “structures located within a multiple-family development, including attached condominiums, row and townhouse dwellings, and the like, shall have a minimum setback of 25’ from the back of the sidewalk or 25’ from back of curb for developments without sidewalks.” The Applicant is requesting variances from this standard for the following buildings:

<u>Building (Identified by its Units)</u>	<u>Requested Variance (in Feet)</u>
Units 60-63	8.7
Units 64-67	22.0
Units 68-72	15.6

- *Recommended approval language:* Variances from Section 3.11.U of the Zoning Ordinance are granted to allow for the following reductions in the required minimum setback from the back of the sidewalk: 8.7 feet for the building with units 60-63; 22 feet for the building with units 64-67; and 15.6 feet for the building with units 68-72.

4) Interior Landscaping

Section 5.19.E states that interior landscaping areas must be “equal to at least fifteen (15) percent of the total lot area...All interior landscaping shall provide one (1) large deciduous, small ornamental deciduous, or evergreen tree and five (5) shrubs for every three hundred (300) square feet of required interior landscaping area.”

For this proposed development, 15 percent of the total lot area equals 43,675 square feet. Therefore, the Zoning Ordinance requires 145 trees and 725 shrubs. Since the Applicant is proposing 13 trees and 78 shrubs, he is requesting a variance for 132 fewer trees and 647 fewer shrubs.

- *Recommended approval language:* A variance from Section 5.19.E of the Zoning Ordinance is granted to allow the Applicant to plant 132 fewer trees and 647 fewer shrubs than required to satisfy the interior landscaping ordinance standards.

5) Frontage Sidewalk

Section 5.21 of the Zoning Ordinance requires the installation of a public sidewalk on both sides of the street for all new developments. The minimum width of public sidewalks along major roads must be 6 feet wide and placed 1-foot inside the edge of the right-of-way.

The Applicant seeks a reduction in the required length and location of the frontage sidewalk along Elizabeth Lake Road. More specifically, he seeks a length reduction variance of 302 feet and a horizontal variance to allow for a meandering sidewalk.

- *Recommended approval language:* In lieu of requiring a path that is 1-foot off the right-of-way line and runs along the entire Elizabeth Lake Road frontage, a variance from Section 5.21 of the Zoning Ordinance is granted to allow for a winding path that is 302 feet short of running the entire length of the Elizabeth Lake Road frontage

General Denial / Table Language

Denial: I move to deny the variances requested by PH Communities. for Parcel Number 12-26-204-038 due to the following reason(s):

Table: I move to table the variance requests of PH Communities for Parcel Number 12-26-204-038 to consider comments stated during this public hearing.

Attachments:

1. Variance application dated March 25, 2025
2. Letter from Craig Piasecki dated March 27, 2025
3. Purchase Agreement
4. Supplemental memo from developer in support of variances
5. Full set of plans
6. Planning Commission Minutes from March 6, 2025

CHARTER TOWNSHIP OF WHITE LAKE
ZONING BOARD OF APPEALS APPLICATION

Community Development Department, 7525 Highland Road,
White Lake, Michigan, 48383
(248) 698-3300 x5

APPLICANT'S NAME: PH COMMUNITIES PHONE: 248-242-6838

ADDRESS: 8255 CASCADE, STE. 110 COMMERCE TWP, MI. 48382

APPLICANT'S EMAIL ADDRESS: CRAIGP@MYPHHOME.COM

APPLICANT'S INTEREST IN PROPERTY: ☐ OWNER ☒ BUILDER ☒ OTHER: PURCHASE AGREEMENT ATTACHED

ADDRESS OF AFFECTED PROPERTY: ELIZABETH TRACE CONDOS PARCEL # 12 - 26-204-038

CURRENT ZONING: RM-1 PARCEL SIZE: 10-286 ACRES

STATE REQUESTED VARIANCE AND ORDINANCE SECTION: SEE ATTACHED

VALUE OF IMPROVEMENT: \$ _____ SEV OF EXISTING STRUCTURE: \$ _____

STATE REASONS TO SUPPORT REQUEST: (ATTACH WRITTEN STATEMENT TO APPLICATION)

APPLICATION FEE: 385 (CALCULATED BY THE COMMUNITY DEVELOPMENT DEPARTMENT)

APPLICANT'S SIGNATURE: [Signature] PH COMMUNITIES DATE: 3-25-25

PH COMMUNITIES, LLC
8255 CASCADE, STE. 110
COMMERCE TWP, MI 48382

March 27, 2025

Dear ZBA,

The White Lake Township Planning Commission approved Elizabeth Trace site plan attached on March 6th.

The White Lake Township Board approved Elizabeth Trace site plan attached on March 6th.

A handwritten signature in black ink, appearing to read 'CP', is positioned above the printed name.

Craig Piasecki
PH Communities

PURCHASE AGREEMENT

This Purchase Agreement ("Agreement") is made and entered into as of OCTOBER 3, 2024 (the "Effective Date"), by and between PH Homes, LLC, a Michigan limited liability company ("Purchaser"), whose address is 8255 Cascade, Suite 110, Commerce MI 48382, and Elizabeth Trace Condominium Association, a Michigan nonprofit corporation, ("Seller"), 77 Grandview Cir., White Lake, MI 48386. Purchaser and Seller may be referred to individually as Party or jointly as Parties.

The facts underlying the execution of this Agreement are as follows:

- A. Elizabeth Trace Condominium was established as a 46-unit condominium project in White Lake Township under the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended, by the recording of a Master Deed dated May 25, 2004 ("Master Deed") by the original developer, Elizabeth Trace Development, LLC (the "Original Developer"), a Michigan limited liability company, in the office of the Oakland County Register of Deeds at Liber 33524, Page 789 through 852, inclusive.
- B. The Original Developer ultimately completed 19 of 46 units. The remaining 27 units – units 15 to 41 – were never built and ceased to exist as a matter of law per MCL 559.167(3) (the "Unbuilt Units").
- C. Seller is the owner of all of the general common elements of Elizabeth Trace Condominium, which includes the land located underneath where the Unbuilt Units were to be located under the original condominium subdivision plans.
- D. Seller desires to sell and Purchaser desires to purchase 27 units, being new units 42 through 68 of Elizabeth Trace Condominium in the Township of White Lake, Oakland County, Michigan, for the purpose of constructing residential buildings thereon, on the express terms and conditions set forth herein. Such purchase and sale will require that units 42 through 68 be created by Seller as a part of Elizabeth Trace Condominium through an amendment to the Elizabeth Trace Condominium Master Deed. The units 42 through 68, together with rights in general common and limited common elements, as set forth in the Master Deed, as amended, and as described in Act 59 of the Public Acts of 1978, as amended, are hereinafter collectively referred to as the "Property".

Now, therefore, in consideration of the mutual covenants, promises, and agreements and subject to the terms and conditions contained herein, the parties agree as follows:

1. Agreement of Sale and Purchase. Seller agrees to sell the Property to Purchaser, and Purchaser agrees to purchase the Property from Seller upon and subject to the terms and conditions set forth herein, and further subject to existing easements and zoning.

2. Purchase Price. The purchase price for the Property shall be [REDACTED] ("Purchase Price"). All payments of the Purchase Price shall be made by cashier's check or wire transfer.

3. Deposit. Within 3 days of acceptance of this Agreement by Seller, the deposit of [REDACTED] (Deposit) shall be tendered by Purchaser to First Centennial Title Company ("Title Company"), to be held in escrow and applied on the Purchase Price if the sale is consummated.

4. Terms of Payment. The sale shall be consummated by execution of a land contract ("Land Contract"), which shall provide, among other things:

A. Down Payment. Purchaser shall pay to seller a Down Payment of \$63,000.00, consisting of the Deposit of \$15,000.00 and an additional payment of \$48,000.00 ("Down Payment").

B. Term of Land Contract and Interest Rate. The remainder of the Purchase Price shall be fully paid within 24 months from the date of closing, with interest at the rate of 5% per annum. The Purchaser shall be responsible for all real property taxes on the Units being purchased. Failure to pay the entire Purchase Price within 24 months shall result in material default of this Agreement.

C. Unit Releases. So long as Purchaser is not in default under the Land Contract, Purchaser shall be entitled to the release of a Unit ("Released Unit") upon payment of the Unit Release Price.

i. Unit Release Price. The Unit Release Price shall be [REDACTED] plus accumulated interest attributable to such Unit. Any fractional payment, i.e. any amount less than the Unit Release Price paid by Purchaser to Seller as a prepayment or otherwise shall be credited to the next Unit release, reducing the next Unit Release Price by the amount of the fractional payment.

ii. Choice of Unit. The choice of Unit to be released shall be in the Purchaser's sole discretion.

iii. Credited against Land Contract. The payment of any Unit Release Price shall be credited against the remaining balance on the Land Contract.

iv. Release of Last Unit. The last Unit shall be released only upon payment of any outstanding balance then due on the Land Contract, though the parties agree that the Deposit shall be credited towards the purchase price of the last Unit(s) to be released when the amount owing on the land contract is equal to or less than [REDACTED].

D. Prepayment. Purchaser shall have the option of paying the entire land contract balance or any portion thereof without penalty at any time. Any prepayment shall be credited to Unit releases as provided in Section 4.

5. Escrow of Warranty Deeds. Seller will escrow a fully executed warranty deed for each of the unreleased units at Closing, and said warranty deeds shall be placed in escrow with Title Company. Upon evidence of payment of a Unit Release Price, the Title Company shall be authorized to deliver to Purchaser a warranty deed conveying marketable title to the Unit being released provided Seller is not otherwise in default under the Land Contract. The Parties agree that title in any Unreleased Unit shall not vest in purchaser unless and until the applicable warranty deed has been released to Purchaser as provided herein, and that until such time, the Association shall retain all rights and title therein. However, the Association also agrees that so long as this Agreement and any applicable Land Contract are in effect, the Association may not sell, transfer, or encumber in any way any title to any Unreleased Unit absent written approval from Purchaser.

6. Right to Build and Market. On the Closing Date, Seller shall grant a temporary non-exclusive license over the Condominium as may be necessary for Purchaser to construct, at its sole cost and expense, the Units, provided that such be conducted in a good, workmanlike and lien free manner, and in accordance with applicable laws, regulations and governmental requirements. The rights granted under this Paragraph shall terminate automatically upon the earlier of (a) completion of the construction of the buildings housing the Units, or (b) the termination of this Agreement. Purchaser shall indemnify, defend and hold Seller harmless from and against any claims, expenses, liabilities, losses, liens (including mechanics liens), damages and costs, including reasonable attorney's fees, in any actions or proceedings in connection therewith, incurred in connection with, arising from, due to or as a result of the death of any person or any accident, injury, loss or damage, however caused, to any person or property arising from Purchaser's or its employees, agents, suppliers, licensees or invitees' exercise of the license rights and performance or non-performance, except claims resulting from Seller's negligence or willful misconduct. The provisions of this paragraph shall survive Closing or termination of this Agreement. With the execution of the Land Contract, Purchaser shall have the right to begin construction on any unit, shall have the right to construct a building on any unit at any time, and shall have the right to erect marketing signage, provided that prior to construction, Purchaser shall have Seller added as an additional insured to Purchaser's liability insurance policy and shall deliver to Seller a certificate of insurance showing same and shall keep said policy in force and provide Seller evidence of renewal at least 30 days prior to expiration.

7. Evidence of Title.

A. Title Commitment. Seller agrees to furnish Purchaser with a Commitment of Owner's Title Insurance without standard exceptions in an amount not less than the Purchase Price bearing a date later than the date of Seller's acceptance of this Agreement and guaranteeing the title in the condition required for performance of this Agreement. **At the Closing, the Commitment shall be "marked up", insuring title through the date of recording in the condition required for performance of this Agreement.** Purchaser agrees to obtain and pay for a mortgage or stake survey if required to obtain the policy.

B. Objection to Title. If objection to the title is made, based upon a written opinion of Purchaser's attorney that the title is not in the condition required for performance of this Agreement, Seller shall have 30 days from the date Seller is notified in writing of the particular defects claimed, to either (a) remedy the title; (b) obtain the required title insurance; or (c) refund the Deposit in full termination of this agreement. If Seller remedies the title or obtains the title insurance within the time specified, Purchaser shall complete the sale in accordance with the Closing provisions below. If Seller is unable to remedy the title or obtain title insurance within the time specified, the Deposit shall be refunded in full termination of this agreement.

C. Completion of Sale. If no objection to the title is made, Purchaser agrees to complete the sale in accordance with the Closing provisions below.

D. Policy of Title Insurance. After Closing, a policy of Title Insurance without standard exceptions, in the amount of the purchase price and bearing the date of Closing or later guaranteeing title in the condition required for performance of this Agreement shall be issued. Said

policy shall be paid for by Seller, which cost shall be deducted from Seller's proceeds at Closing. Said Policy of Title Insurance shall be provided to Purchaser as soon as all necessary documents have been processed and recorded to cause the issuance of a Policy of Title Insurance.

8. Due Diligence; Governmental Approvals.

A. Time to Conduct Tests and Investigations. Purchaser shall have six (6) months from the Effective Date within which to conduct tests and investigations at its sole expense of the Property with respect to its suitability for development as contemplated by Purchaser (the "Due Diligence Period"). These tests and investigations may include but are not limited to:

i. Boundary Survey. A boundary survey of the Property meeting American Land Association survey standards (the "Boundary Survey"), with the certificate of the surveyor in favor of Purchaser, any other parties designated by Purchaser, and the Title Insurer as hereinafter set forth, containing and disclosing the following:

- a. The boundaries of the Property conforming to the legal description of the property;
- b. The location of any buildings or improvements thereon;
- c. That all buildings and other improvements are within unit lines and applicable side-yard, rear-yard and building line or set-back requirements;
- d. The location of all streets and public ways, curb cuts and points of access;
- e. That there exists adequate means of ingress and egress to and from the Property;
- f. That there is no encroachment of the buildings or improvements on the Property onto adjacent Property, any public way or any easement, and no encroachment of any building or improvement on adjacent Property or any public way or easement onto the Property;
- g. The location of all easements, recorded or visible.

ii. Storm and Sanitary Sewers. Confirmation of location, availability and capacity of storm and sanitary sewers as well as availability of easements to bring them to the Property;

iii. Potable Water. Confirmation of location, availability and capacity of a public potable water system as well as availability of easements to bring it to the Property;

iv. Satisfactory Inspection of All Existing Infrastructure. Confirmation that the existing infrastructure, including but not limited to roads, sanitary sewers, storm sewers and all other infrastructure is satisfactory, and that the cost of repair and improvement of the existing infrastructure is satisfactory to Purchaser.

v. Availability of Public Utilities. Confirmation of location, availability and capacity of public utilities, including gas, electric and telephone as well as availability of easements to bring them to the Property;

vi. Wetlands. Securing a wetlands determination from the Michigan Department of Environmental Quality, if necessary;

vii. Soil Testing. Soil testing, drainage testing, and testing for environmental hazards;

viii. Site Plan. Approval by the Township of White Lake of a site plan satisfactory to Purchaser, as well as the issuance of all necessary building permits;

ix. Financial Feasibility. Approval, in Purchaser's sole discretion, of the overall financial feasibility of the project.

B. Extension. If at the end of the Due Diligence Period the Purchaser has been unable to complete any of the tests or investigations to its complete satisfaction, Purchaser will provide to Seller written representation that all or any one of the above is or are proceeding, and following receipt of said representation, Seller agrees to provide purchaser with no more than Two (2), Thirty (30) day Extensions ("Extensions") from expiration of the Due Diligence Period. The cost of each Extension shall be \$10,000. The Purchaser's Deposit shall become non-refundable to Purchaser upon the expiration of the original Due Diligence Period (in the absence of any condition or contingency other than those arising under the Due Diligence provisions of this Agreement) and shall be immediately released by Title Company to the Association. An Extension request must be submitted in writing together with a copy of a check for \$10,000.00, ("Extension Fee"), which has been delivered to the Title Company Five (5) days prior to the expiration of the Due Diligence Period or first Extension, as the case may be. Upon default by Seller, the Extension Fee(s) shall be returned in full to Purchaser.

C. Seller's Cooperation. Seller shall permit Purchaser and Purchaser's inspectors to conduct the tests and investigations as set forth above, and shall cooperate fully with such tests and investigations, provided, however, that the tests and other entries upon the Property shall be so conducted as not to damage the Property, and the Property shall be restored by Purchaser to its original condition. Purchaser agrees to indemnify and hold Seller harmless from any liability arising out of actions authorized by this paragraph.

D. Purchaser's Right to Cancel Agreement. If, after conducting the tests and investigations set forth above, the Purchaser in its sole discretion is not satisfied with the results of any of the tests and/or investigations, Purchaser shall have the right to declare this Agreement null and void. If the Due Diligence Period, not including Extensions, has not yet terminated, the Purchaser and the Seller agree to provide written notice to the Title Company directing it to return the Deposit, together with any accrued interest thereon, to the Purchaser at which time both parties shall be forever released from this Agreement and from further rights and obligations, one to the other. If the Due Diligence Period has terminated or has been extended as provided above, the Purchaser and the Seller agree to provide written notice to the Title Company directing it to pay the Deposit, together with any accrued interest thereon, to the Seller, at which time both parties

shall be forever released from this Agreement and from further rights and obligations, one to the other.

9. Required Maintenance by Association. In the event the Township of White Lake requires the following maintenance as a condition of approval of a site plan, the Purchaser agree to perform the maintenance, with a split in costs of 59% by Purchaser, and 41% by Seller. In the event any such maintenance is required by the Township, Purchaser shall use best efforts to obtain multiple reliable bids and shall obtain the Seller's written consent before signing any contract to perform such work, which written consent shall not be unreasonably withheld:

A. Remove all overgrowth and otherwise clear the basin area at the Detention Basin.

B. With regard to Detention Basin Standpipe Outlet Structure No. 3, locate and clean orifice restrictor holes, and replace stone jacket per Oakland County requirements (backfill with 3 inch washed stone, then choke with MDOT 6A stone).

C. Clean and/or replace rip-rap at the two storm sewer end sections into the detention basin, detention basin outlet end section, and emergency overflow spillway.

D. Purchaser agrees that in the event all work listed in items A, B, and C collectively above cannot be accomplished for less than [REDACTED], Purchaser shall pay all amounts in excess of [REDACTED]

E. Jet Vac cleaning of storm sewer system to remove existing debris and sediment in storm sewer structures.

F. Where Grandview Circle is undermined on the south middle side near the storm sewer catch basin, backfill the hole with approved compacted material.

G. Where periodic transfers cracking is present in Grandview Circle asphalt pavement, seal cracks measuring 1/2 inch or less to prevent moisture from entering into the subgrade and further raveling of the crack edges. For cracks measuring more than 1/2 inch, remove the cracked pavement layer and replace with an overlay.

H. Seed and mulch blanket all disturbed areas.

The Parties agree that in the event such work listed above is not required by the Township, there shall be no obligation on the part of Purchaser to perform any such list work. The Seller may, however, agree with the Purchaser in a separate agreement to contribute towards any such work if the Board of Directors believes doing so will be in the best interest of the Association and its Co-owners.

The Parties further agree that in the event such work listed above is required by the Township, Purchaser shall pay all costs up front and the Seller's portion of the costs shall be credited against and reduce the Purchase Price owing on the Land Contract. The parties agree that any such credited amounts shall be credited towards the purchase price of the last Unit(s) to be released after crediting of the Deposit as specified within this Agreement.

10. Environmental Conditions of the Property and Soils Warranty.

A. Seller's Representations. Seller represents that to Seller's knowledge neither it, nor any person or organization to which it previously granted any interest in or right to the Property, has stored, released or discharged any toxic wastes, hazardous substances, or other contaminants on or beneath the surface of the Property, other than such wastes, substances, and contaminants associated with the ordinary use and occupation of the Property. Seller further represents that to its knowledge the environmental condition of the Property is not in violation of any Federal, State, or local law, rule, or regulation and these representations shall be true at closing and vacating the Property.

B. Purchaser's Objections to Soil Conditions. Upon completion of excavation of a unit, if Purchaser shall determine that the soil conditions existing in the buildable areas of the Property do not permit normal construction of footings for a single-family townhome in a manner normal for residences in the Greater Detroit metropolitan area, Purchaser shall, within ten (10) days after making such determination, give Seller written notice of such conditions. Within fifteen (15) days after Seller's receipt of such written notice, Purchaser may elect to rescind this Agreement as to any particular Unreleased Unit. Purchaser shall notify Seller within such fifteen (15) day period of its election and, in the event that Purchaser shall have failed to give such notice, Purchaser shall be deemed to have elected to rescind this Agreement as to the specific Unreleased Unit(s) referenced in the first notice given by Purchaser.

11. Agreement Subject to Association Co-owner Approval. The Association shall use reasonable efforts to conduct a vote of its membership to approve a Master Deed Amendment to carry out the intent of this Agreement at the earliest reasonable date, the outcome of which cannot be guaranteed but which the Association's Board of Directors will express complete support and further encourage all members to approve. Should such vote fail, this Agreement shall be null and void and Purchaser shall be entitled to a refund of the Deposit. Such amendment shall not be recorded until Closing has concluded.

12. Purchaser's Obligation to Amend Master Deed. Purchaser shall, before the Board of Directors proposes to the Association's Co-owners that they approve a Master Deed Amendment as contemplated herein, provide to the Board of Directors a proposed redevelopment plan, including proposed site plan revisions, Unit locations, and elevations. The Board of directors agrees to complete its review of the proposed redevelopment plan once provided same by Buyer within 14 days. Purchaser's obligation to close on this transaction is contingent upon Seller receiving approval from the White Lake Township Board of Trustees of a proposed amendment to the Master Deed of Elizabeth Trace Condominium establishing Units 42 through 68 of the condominium ("Amendment"). The Amendment shall be prepared by Purchaser and submitted in accordance with a site plan and Exhibit B to the proposed Amendment to be prepared by Purchaser. All fees and costs of preparing the site plan and Exhibit B shall be the sole responsibility of Purchaser. All other fees and costs of preparing and submitting the Amendment for approval by White Lake Township, including but not limited to engineering fees, Purchaser's attorney fees and application fees shall be the sole responsibility of Purchaser. Seller's attorney fees shall be the sole responsibility of Seller. The Amendment to the Master Deed, including any amendment to the

Condominium Bylaws, the Exhibit B to the Master Deed, and any other attachments thereto must be approved, in writing, by both Seller and Purchaser prior to submission to White Lake Township for approval, and any subsequent changes thereto required by White Lake Township must be approved, in writing, by both Seller and Purchaser. Purchaser agrees to begin preparation of the site plan and Exhibit B upon the execution of this Agreement, and shall have both the site plan and the Exhibit B completed in a timely manner. The parties shall cooperate fully with each other in the preparation of the Amendment, site plan and Exhibit B, and Seller shall permit Purchaser's engineers and other necessary parties entry to the condominium property as necessary.

13. Phasing. The parties have agreed that in amending the Master Deed, the proposed Amendment will establish legal phasing as follows. The existing Units shall constitute Phase 1 which will be expressly designated as complete. All of the rest of the Property shall be developed in one or more Phases. The parties agree to work together in the implementation of the phasing, subject to such Amendment being approved by the Co-owners by 2/3rds majority, the outcome of which cannot be guaranteed.

14. Liability Insurance. The Purchaser must secure and maintain Commercial General Liability Insurance in the amount of at least \$1,000,000, including bodily injury, property damage, products, personal and advertising injury, and completed operations. This insurance must provide coverage for all claims that may arise from performance of the Agreement or construction activity, whether by the Purchaser or anyone directly or indirectly employed by the Purchaser. Such insurance must include the Association as an additional insured for the entire length of the resulting contract. The Purchaser is responsible for determining the minimum limits of liability necessary to provide reasonable financial protections to the Purchaser and the Association under the Agreement, except that the amount must be at least \$1,000,000. Purchaser shall also obtain casualty insurance and builder risk insurance once construction commences on any building. Purchaser shall immediately inform the Association in the event that the insurance required by this Agreement is terminated. Purchaser shall immediately obtain replacement insurance in the event of cancellation.

15. Cost of Repairs, Improvements and Replacements. In addition to any responsibility outlined herein, Purchaser shall bear any and all costs related to development of units 42 through 68, including but not limited to its legal fees and costs, engineering, planning, review and permit fees, all taxes, hard and soft costs, and any other costs incident and related to development. This further includes but is not limited to repairs to the storm drainage system, including ponds, pipes, vegetation, inlets and outlets, conveyance piping systems, as well as any damage to any common element as a result of construction activity. Purchaser shall further be responsible to cap unused underground building leads, install new underground building leads as needed, rework franchise utilities, and remove all topsoil stockpiles. Purchaser agrees that all new units shall be separately metered for water and sewer.

16. Liaison with Board of Directors. The Association shall permit Purchaser to appoint one (1) person as its representative who shall be entitled to attend all meetings of the Association's Board of Directors that relate to construction and development of new Units, except executive sessions, so as to facilitate good communications and to give Purchaser the ability to directly consult with the Board of Directors to the mutual advantage of the parties. This right shall automatically

terminate once Purchaser no longer owns any Units, or upon issuance of a Certificate of Occupancy for the last Unit to be released under the Land Contract, whichever occurs first.

17. Limitations on Construction Activity, Duty to Restore Damage. Association acknowledges that the construction may create a nuisance to the Co-owners of the Association. Purchaser shall be responsible for all physical damages caused by its construction activities. Further, Purchaser agrees to be bound by such reasonable limitations as the Association may deem appropriate with respect to hours and days when construction activities are permitted, locations for materials storage, portable toilets, debris control and any other matter that might create a nuisance to the Co-owners of the Association. Except for construction activities necessitated due to an emergency, as a courtesy to the Association and Co-owners exterior construction activities shall be performed during the hours established by White Lake Township, as it may from time to time be modified by the Township. Purchaser is responsible for all soil erosion control measures, including removal upon completion of construction.

Closing. If this offer is accepted by the Seller, if title can be conveyed in the condition required hereunder, if all of Purchaser's due diligence has been completed to the satisfaction of Purchaser, and the Master Deed has been amended to the satisfaction of Purchaser and Seller, the Purchaser agrees to complete the sale within the later of 1) thirty (30) days after delivery of a satisfactory Commitment of title insurance, 2) the completion of Purchaser's due diligence, or 3) and a Closing date obtained from the Title Company. Unless otherwise agreed, the Closing of this sale shall take place at the office of the Title Company. In any event, if the Closing of this transaction does not take place on or before April 1, 2025, either party shall have the option of terminating this Agreement. In such event, if Seller terminates, then shall return Purchaser's deposit to Purchaser and neither party shall have any further obligation to the other. Or in such event, if Purchaser terminates, Seller shall retain the Deposit and neither party shall have any further obligation to the other.

16. Purchaser's Default. In the event of material default by the Purchaser hereunder, the Seller may declare a forfeiture hereunder and retain the Deposit as liquidated damages, as Seller's sole and exclusive remedy, except for claims related to damage to the property and insurance claims.

17. Seller's Default. In the event of default by the Seller hereunder, the Purchaser may seek to enforce this agreement in a Michigan court of appropriate jurisdiction, or demand, and be entitled to, an immediate refund of his entire Deposit in full termination of this Agreement. Demand of return of the Deposit shall preclude Purchaser from seeking any other legal remedy.

18. Rental Restrictions. Notwithstanding anything to the contrary in the Condominium's Governing Documents, including recorded Bylaws, Seller agrees that it shall not at any time lease out more than 30% of the Units that it owns. Further, Seller shall not lease out a Unit if doing so would cause more than 30% of the Units in the entire Condominium being leased out. Seller shall, prior to entering into any lease, not only comply with all leasing provisions in the Governing Documents, including recorded Bylaws, but also confirm with the Association the current number of Units being leased out by Co-owners.

19. Taxes and Assessments. The Parties acknowledge that notwithstanding the confirmed legal nonexistence of the Unbuilt Units, the relevant government authorities have not yet retired the

Unbuilt Units from the tax rolls. The Association makes no representations, warranties, nor guarantees as to the any relevant government authorities' current opinion or intentions with regards to such taxes nor how any relevant government authorities' claim of unpaid taxes on those units, if any remains, might affect the ability to obtain a tax certification of the contemplated Master Deed Amendment creating new Units pursuant to MCL 559.173(2). All legal fees and costs that may be necessary to obtain the Treasurer's tax certification shall be borne by the Association. If the Treasurer's tax certification cannot be obtained during the Due Diligence Period, Purchaser shall have the right to terminate this Agreement and the Deposit shall be returned to Purchaser in full, or seller may elect to pay said taxes to obtain the certification. All taxes and assessments which have become due, or a lien upon the Property (i.e. new units 42 through 68), whether recorded or not recorded, at the date of this Agreement shall be paid by the Seller. Current taxes, if any, shall be prorated and adjusted as of the date of Closing in accordance with due date basis of the municipality or taxing unit in which the Property is located. Interest and rents shall be prorated and adjusted as of the date of Closing. Seller shall be responsible for any water bills on Units 42 through 68. **Seller is liable for all state and county transfer taxes, and such taxes shall be paid by Seller as they come due.** Seller must provide proof of payment of future taxes to Association, and failure to do so will constitute default under this Agreement.

20. Condominium and Homeowner's Association Assessments. The Purchaser will not be responsible for the payment of any portion of any assessment by the condominium homeowner's Association that is levied on any Unit being purchased by Purchaser, whether that assessment is for maintenance, reserves for replacement, capital improvements, or for any other reason. No assessments shall be levied against any unit being purchased by Purchaser until a residence has been constructed upon such unit and the Unit has obtained a certificate of occupancy from the applicable municipal entity.

21. As-Is Purchase. Acceptance of a Warranty Deed for a Released Unit by Purchaser shall constitute a certification, representation and warrant by the Purchaser that the Purchaser: (i) has received all information concerning the Property as the Purchaser deems relevant; (ii) has had the opportunity to obtain additional information as desired in order to evaluate the merits of and the risks inherent in the transaction contemplated by this Agreement and otherwise performing the Purchaser's obligations under this Agreement; (iii) has had full opportunity to inspect the Property, and to ask all questions of the Seller regarding the Property; (iv) has had the opportunity to conduct its own independent investigation relating to all aspects of the Property, and to obtain whatever opinions of specialists and experts the Purchaser has deemed necessary in making the decision to enter into this Agreement and to consummate the transaction contemplated hereby; (v) accepts the Released Unit(s) AS-IS.

22. Release of Seller. Except as set forth in this Real Estate Purchase Agreement, Purchaser and Purchaser's successors and assigns, hereby release Seller, and all of Seller's members, managers, officers, co-owners, directors, employees, advisors, attorneys, insurers, and other agents (the "Seller Parties") from, and irrevocably and unconditionally waives all claims and liability against the Seller Parties for or attributable to, the following:

A. Any and all statements or opinion heretofore or hereafter made, or information furnished, by or on behalf of any Seller Party to the Purchaser or any of the Purchaser's agents.

B. Purchaser acknowledges and agrees that (1) Purchaser may hereafter discover facts different from or in addition to those now (or at the Closing) known to Purchaser, (2) the Purchaser's agreement to release, acquit and discharge the Seller Parties as set forth in this Section shall remain in full force and effect notwithstanding the existence or discovery of any such additional or different facts, and (3) Purchaser irrevocably covenants never to commence or prosecute, against Seller or any other Seller Party any action or proceeding based upon any claim covered by this release.

C. The condition of the Property.

D. Title to the Property.

E. The releases contained in this Section and elsewhere in this Agreement include claims that Purchaser is presently unaware of or that Purchaser does not presently suspect to exist, which, if known by Purchaser, could or would materially affect Purchaser's release of Seller and the other Seller Parties.

F. Notwithstanding anything to the contrary in this Agreement, the provisions of this Section shall survive the Closing.

G. Purchaser understands the legal significance of the foregoing provisions and acknowledges and agrees that (i) the provisions of this Section constitute a material and essential inducement to Seller's execution and delivery of this Agreement and the Seller's willingness to agree to accept the Purchase Price for the Property and (ii) the Seller is unwilling to sell the Property to the Purchaser unless the Seller and the other Seller Parties are expressly released as set forth in the foregoing provisions of this Section.

23. Covenants Binding. The covenants herein shall bind and inure to the benefits of the executors, administrators, successors, and assigns of the respective parties.

24. Invalidity of Verbal Agreements. This Purchase Agreement shall constitute the entire agreement of the parties hereto; all prior agreements between the parties, whether written or oral, are merged herein and shall be of no force and effect. This Purchase Agreement cannot be changed, modified or discharged orally but only by an agreement in writing, signed by all parties.

25. Notices. All notices, consents, approvals, requests and other communications required or permitted under this Agreement shall be given in writing and personally delivered with receipt obtained, or mailed by registered or certified first-class mail, return receipt requested, addressed as follows:

If to Purchaser:

PH Homes, Inc., LLC
8255 Cascade, Suite 110
Commerce, MI 48382

With a copy to:

Bruce M. Hug
Bruce M. Hug, PLC
PO Box 600
Union Lake, MI 48387

If to Association:

Elizabeth Trace Condominium Association
77 Grandview Cir.
White Lake, MI 48386

With a copy to:

Todd Jennings Skowronski
Makower Abbate Guerra Wegner Vollmer PLLC
30140 Orchard Lake Rd.
Farmington Hills, MI 48334-2254

26. Notices; When Delivered. All notices shall be deemed given when hand-delivered or, if mailed by registered or certified first-class mail, when signed for. A Party to this Agreement may change its address for the receipt of Notices at any time by giving notice thereof to the address provided herein. Any Notice given by a party hereunder must be signed by an authorized representative of such party.

27. Severability. If any one or more provisions of this Agreement or in any instrument or other document delivered pursuant to this Agreement or the application thereof to any person or circumstance shall to any extent be declared or determined to be invalid or unenforceable, the validity, legality and enforceability of the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected or impaired thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

28. Closing Fees. Closing fees shall be paid as follows:

A. Seller Fees. The Seller shall be responsible for the following Closing costs:

- i. Any escrow fees.
- ii. Any Closing fees due and owing to the title insurance company, or any other payment due for the preparation of Closing documents.
- iii. All of Seller's attorney fees.

29. Purchaser Fees. The Purchaser shall be responsible for all of Purchaser's attorney fees.

30. Photocopies and Facsimile Signatures. Photocopied or facsimile signatures shall be considered as original signatures.

31. Time is of the Essence. Time is of the essence of this Agreement.


32. Further Assurances. Each party shall do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, certificates, instruments and documents, as the other party may reasonably request in order to carry out the intent and accomplish the purposes of this Agreement and the consummation of the transactions contemplated hereby.

33. Expiration Dates. If any period, expiration date or other day for action under this Agreement falls on a Saturday, Sunday, or legal holiday (recognized by national banks in the State of Michigan), such period, expiration date or other day shall be automatically extended until 12:00 midnight on the next succeeding business day.

34. Interpretation. This Agreement is the result of negotiations among the parties hereto. This Agreement shall not be construed more strictly against one party than the other because it was drafted by one of the parties or its counsel and each of the parties hereto hereby agree and acknowledge that it has contributed substantially and materially in the negotiation and drafting of this Agreement.

35. Modification. This Agreement may not be changed or modified orally, but only by an agreement in writing signed by the party against whom enforcement or waiver, change, modification or discharge is sought.

Purchaser:
PH HOMES, LLC

By: 
Craig Piasecki
Its: Member
8255 Cascade, Suite 110
Commerce, MI 48382
(248) 242-6838
craigp@myphhome.com

Dated: 10-3-24

ACCEPTANCE - TO THE ABOVE-NAMED PURCHASER: The foregoing offer is accepted in accordance with the terms stated. By the execution of this instrument, the Seller acknowledges the receipt of a copy of this Agreement.

Seller:
ELIZABETH TRACE CONDOMINIUM
ASSOCIATION


By: Amie Carlone

Its: President
77 Grandview Cir.
White Lake, MI 48386
Telephone: 248-770-5520
Email: acarlone520@gmail.com

Dated: 10-7-24

The undersigned Purchaser hereby acknowledges this receipt of the Seller's signed acceptance of the foregoing Purchase Agreement. For all purposes, this is the effective date of the Purchase Agreement.

Purchaser:
PH HOMES, LLC

By: 
Craig Piasecki
Its: Member

Dated: 10-9-24

Project: Elizabeth Trace **For:** Zoning Board of Appeals Application

Applicant: PH Homes

Current Zoning: RM-1, Attached Single Family Residential

Location: South side of Elizabeth Lake Road, East of Union Lake Road

Ordinance Sections and Variance Requested:

Section 3.11.Q

The applicant is requesting a variance from the White Lake Township Zoning Ordinance Section 3.11.Q for a reduction in patio setback on proposed Unit 47 to 21 feet (per Section 3.11.Q, 25 ft. required, variance of 4.0 ft.); for a reduction in patio setback on proposed Unit 48 to 20.1 feet (per Section 3.11.Q, 25 ft. required, variance of 4.9 ft.); for a reduction in patio setback on proposed Unit 49 to 19.4 feet (per Section 3.11.Q, 25 ft. required, variance of 5.6 ft.); and for a reduction in patio setback on proposed Unit 50 to 22.7 feet (per Section 3.11.Q, 25 ft. required, variance of 2.3 ft.).

Section 3.11.G

The applicant is requesting a variance from the White Lake Township Zoning Ordinance Section 3.11.G for a reduction in setback between buildings 47-50 and existing building 10-14 to 30.2 feet (per Section 3.11.G, 36 ft. required, variance of 5.8 ft.); for a reduction in setback between buildings 51-54 and 55-59 to 36.1 feet (per Section 3.11.G, 42 ft. required, variance of 5.9 ft.); for a reduction in setback between buildings 60-63 and 64-67 to 20.6 feet (per Section 3.11.G, 36 ft. required, variance of 15.4 ft.); and for a reduction in setback between buildings 68-72 and existing building 42-46 to 35.4 feet (per Section 3.11.G, 42 ft. required, variance of 6.6 ft.).

Section 3.11.U

The applicant is requesting a variance from the White Lake Township Zoning Ordinance Section 3.11.U for a reduction in building setback on building 60-63 to 16.3 feet (per Section 3.11.U, 25 ft. required from back of walk, variance of 8.7 ft.); for a reduction in building setback on building 64-67 to 3.0 feet (per Section 3.11.U, 25 ft. required from back of walk, variance of 22.0 ft.); for a reduction in building setback on building 68-72 to 9.4 feet (per Section 3.11.U, 25 ft. required from back of walk, variance of 15.6 ft.).

Section 5.19.E

The applicant is requesting a variance from the White Lake Township Zoning Ordinance Section 5.19.E for a reduction in interior landscaping to provide 13 trees and 78 shrubs for interior landscaping (per Section 5.19.E, 81 trees and 405 shrubs required, variance of 68 trees and 327 shrubs).

Section 5.21

The applicant is requesting a variance from the White Lake Township Zoning Ordinance Section 5.21 for a reduction in required length and location of Frontage Sidewalk (per Section 5.21, 6 ft. wide walk required located 1 ft. inside edge of right-of-way, length reduction variance of 302 ft. and horizontal variance to allow meandering Sidewalk).

Please refer to the attached landscape plan, sheet L-1, for proposed landscaping.

Please refer to the attached site plan, sheet 1, for proposed dimensions and layout.

Variance Review Standards:

A. Practical difficulty: A practical difficulty exists on the subject site (such as exceptional narrowness, shallowness, shape or area; presence of floodplain; exceptional topographic conditions) and strict compliance with the zoning ordinance standards would unreasonably prevent the owner from using of the subject site for a permitted use or would render conformity unnecessarily burdensome. Demonstration of a practical difficulty shall have a bearing on the subject site or use of the subject site, and not to the applicant personally. Economic hardship or optimum profit potential are not considerations for practical difficulty.

Response: The practical difficulty is that we are working within an area of land that was developed in 2004 and the original building layout would require variances today.

B. Unique situation: The demonstrated practical difficulty results from exceptional or extraordinary circumstances or conditions applying to the subject site at the time the Ordinance was adopted or amended which are different than typical properties in the same zoning district or the vicinity.

Response: The unique situation is that we are working within an area of land that was developed in 2004 and the original building layout would require variances today. Both the White Lake Township Planning and Board have approved the site plan because this is a unique situation.

C. Not self created: The applicants problem is not self created.

Response: This is not self-created. We are working within an area of land with roads and utilities that were developed in 2004. The original building layout would require variances today.

D. Substantial justice: The variance would provide substantial justice by granting the property rights similar to those enjoyed by the majority of other properties in the vicinity, and other properties in the same zoning district. The decision shall not bestow upon the property special development rights not enjoyed by other properties in the same district, or which might result in substantial adverse impacts on properties in the vicinity (such as the supply of light and air, significant increases in traffic, increased odors, an increase in the danger of fire, or other activities which may endanger the public safety, comfort, morals or welfare).

Response: The variance would provide substantial justice because the existing homeowners in the development and White Lake Township want the remaining buildings built to complete their community. This property has been vacant for 20+ years.

E. Minimum variance necessary: The variance shall be the minimum necessary to grant relief created by the practical difficulty.

Response: The variances requested are the minimum necessary to finish this development.

F. Compliance with other laws: The variance is the minimum necessary to comply with state or federal laws, including but not necessarily limited to:

- i. The Michigan Right to Farm Act (P.A. 93 of 1981) and the farming activities the Act protects;
- ii. The Americans with Disabilities Act of 1990 (as amended), and the needs of handicapped individuals the Act protects, including accessory facilities, building additions, building alterations, and site improvements which may not otherwise meet a strict application of the standards of this Ordinance.

Response: The variances requested are the minimum necessary to comply with the above laws.

LEGAL DESCRIPTION

Part of the Northeast 1/4 of Section 26, Town 3 North, Range 8 East, White Lake Township, Oakland County, Michigan.
Further described as:
Beginning at a point on the North line of Section 26 (Elizabeth Lake Road) distant N89°46'40"W 1334.66 feet and S89°49'00"W 165.00 feet from the Northeast Corner of said Section 26; thence continuing S89°49'00"W 100.15 feet; thence S63°25'09"W 764.79 feet measured (S63°23'00"W 764.75 feet deed), the last two courses being along the centerline of Elizabeth Lake Road; thence S26°37'00"E 289.68 feet measured, (289.60 feet deed); thence S27°07'00"E 183.80 feet to a found monument being on the Northern line of Finley Acres No. 2 Subdivision as recorded in Liber 136 of Plats, Page 7 of the Oakland County Records; thence N63°22'30"E 271.42 feet measured (271.31 recorded) along said Northern line of said Finley Acres No. 2 Subdivision; thence S65°01'23"E 516.47 feet measured, (S65°04'30"E 516.90 feet deed, 516.50 feet platted), along the Northern line of said Finley Acres No. 2 Subdivision and also the Northern line of Finley Acres No. 1 Subdivision as recorded in Liber 130 of Plats, Page 1 of the Oakland County Records; thence N01°38'37"E 334.45 feet measured, (N01°35'20"E 334.56 feet deed); thence S89°49'00"W 165.00 feet; thence N01°38'37"E 528.00 feet measured, (N01°35'20"E 528.00 feet deed) to the point of beginning. Containing 10.286 Acres of land. Subject to the rights of the public in and to that part of the above described property known as Elizabeth Lake Road. Also subject to any and all other easements of record.

SHEET INDEX

- OVERALL PLAN
- GRADING PLAN
- UTILITY PLAN
- SOIL EROSION & SEDIMENTATION CONTROL PLAN
- WRC SOIL EROSION & SEDIMENTATION CONTROL DETAILS
- L-1 LANDSCAPE PLAN (ALLEN DESIGN)
- L-2 LANDSCAPE DETAILS (ALLEN DESIGN)

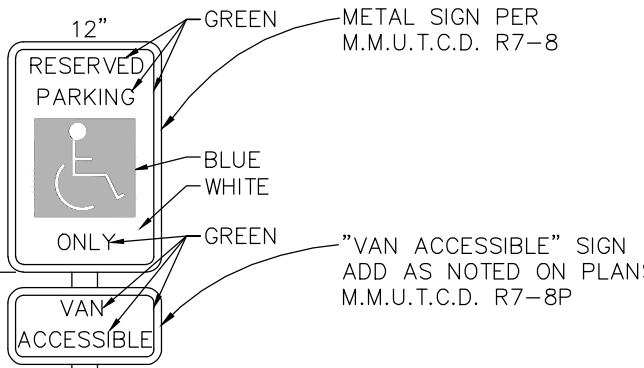
PARKING STRIPING NOTE:

EACH INDIVIDUAL PARKING SPACE SHALL BE DELINEATED BY DUEL STRIPES, TWO FEET APART CENTERED ON THE DIVIDING LINES AND PAINTED WHITE.
STRIPING FOR HANDICAPPED PARKING SPACES SHALL BE BLUE AND MARKINGS FOR NON-HANDICAPPED PARKING SPACES SHALL BE WHITE. WHERE A HANDICAPPED PARKING SPACE ADJUTS A NON-HANDICAPPED SPACE, THE TWO SPACES SHALL BE SEPARATED BY ABUTTING BLUE AND WHITE STRIPES.

- NOTES:
- IF THIS INSTALLATION IS TO BE AROUND THE PERIPHERY OF STREET, POST AND/OR SIGN SHOULD BE A MINIMUM OF 4 FEET BEHIND FACE OF CURB OR SIDEWALK.
 - ALL NO PARKING SIGNS SHALL MEET MICHIGAN MANUAL OF UNIFORM TRAFFIC CONTROL DEVICE STANDARDS.

10" DIA. x 42" DEEP CONC. FOOTING

NO PARKING SIGN



BERM SECTION A-A

LEGEND

- EXISTING STORM
EXISTING WATER MAIN
EXISTING SANITARY
EXISTING GAS
EX. CATCH BASIN
EX. MANHOLE
EX. END SECTION
EX. HYDRANT
EX. WATER VALVE
SET IRON
EX. GUY WIRE
FD. IRON
TRANSFORMER
EX. POWER POLE
PROP. SANITARY SEWER
PROP. WATER MAIN
FINISH GRADE
PROP. DRAINAGE ARROW
PROP. TOP OF PAVEMENT ELEV.
PROP. TOP OF CURB ELEV.
PROP. TOP OF WALK ELEV.
PROP. SPOT ELEV.
PROP. CONTOUR
PROP. SILT FENCE
PROP. CONCRETE WALK



CONCRETE SIDEWALK DETAIL

BITUMINOUS PAVEMENT CROSS-SECTION

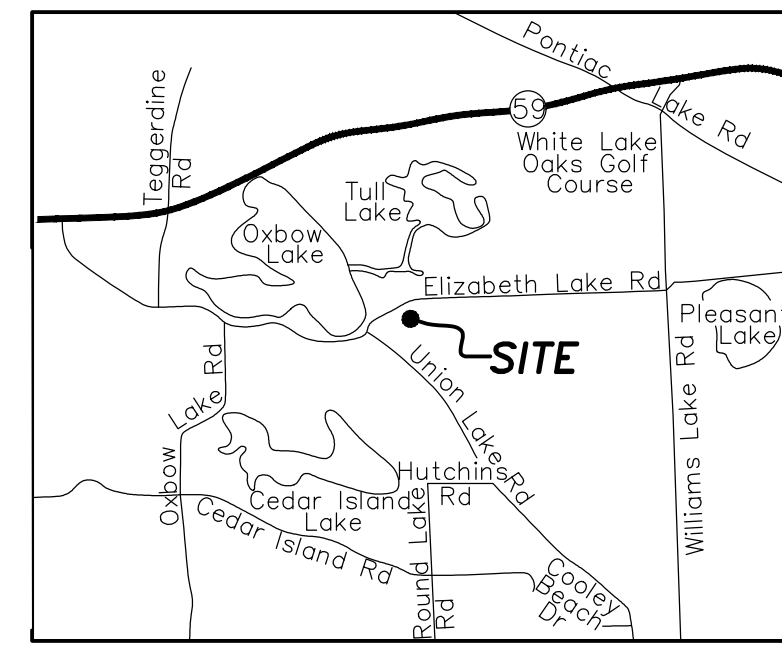
NOTE:
THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AS DISCLOSED BY AVAILABLE UTILITY COMPANY RECORDS AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE COMPANY. NO GUARANTEE IS EITHER EXPRESSED OR IMPLIED AS TO THE COMPLETENESS OR ACCURACY THEREOF. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES. THE CONTRACTOR SHALL NOTIFY THE DESIGN ENGINEER IMMEDIATELY IF A CONFLICT IS APPARENT.

ELIZABETH TRACE

SITE PLAN AMENDMENT

MULTI-FAMILY RESIDENTIAL CONDOMINIUMS

WHITE LAKE TOWNSHIP, OAKLAND COUNTY



LOCATION MAP
NOT TO SCALE

NORTHEAST CORNER
SECTION 26, T.3N., R.8E.
WHITE LAKE TOWNSHIP

SITE DATA:

CURRENT ZONING= RM-1 ATTACHED SINGLE FAMILY

SITE AREA DATA:
TOTAL SITE AREA= 448,058 SF (10.286 ACRES)
EXISTING RIGHTS-OF-WAY= 28,270 SF
EXISTING WETLAND AREA= 128,077 SF
SITE AREA LESS WETLAND/RIGHTS-OF-WAY= 291,711 SF

MINIMUM LOT AREA CALCULATION:
EXISTING UNITS: 19
PROPOSED UNITS: 26
TOTAL NUMBER OF UNITS= 45

EXISTING UNITS NUMBER OF BEDROOMS= (8) 3 BEDROOM UNITS & (11) 2 BEDROOM UNITS
151 - 3 BEDROOM UNITS 10,000 SF
7 - 3 BEDROOM UNITS 45,500 SF
11 - 2 BEDROOM UNITS 66,000 SF
TOTAL= 121,500 SF

LOT AREA REMAINING= 291,711 SF - 121,500 SF=170,211 SF

PROPOSED UNITS NUMBER OF BEDROOMS= (26) 3 BEDROOM UNITS
LOT AREA REQUIRED= 26 UNITS * 6,500 SF PER UNIT=169,000 SF

OPEN SPACE:
OPEN SPACE AREA PROVIDED= 27,700 SF (0.64 ACRES)

REQUIRED SETBACKS:
40' - FRONT
25' - SIDE
40' - REAR
36' - MINIMUM DISTANCE BETWEEN 120' BUILDINGS
42' - MINIMUM DISTANCE BETWEEN 150' BUILDINGS

LOT COVERAGE:
20% MAXIMUM
11.6% PROVIDED

RECREATION SPACE:
5,000 SF FOR FIRST UNIT PLUS 100 SF FOR EACH ADDITIONAL UNIT= 9,400 SF REQUIRED
25,840 SF PROVIDED

PARKING CALCULATIONS:
PARKING REQUIRED= 45 UNITS @ 2 SPACES PER UNIT = 124 BEDROOMS @ 1/4 OF A SPACE PER BEDROOM
TOTAL PARKING REQUIRED= 121 SPACES

PARKING PROVIDED= 45 GARAGES @ 2 SPACES PER GARAGE = 13 VISITOR SPACES = 9 OVERFLOW SPACES
TOTAL PARKING PROVIDED= 202 SPACES

BUILDING SIZES:
4-PLEX = 4,560 SF EACH
5-PLEX = 5,700 SF EACH

WAIVERS/MODIFICATIONS TO STANDARD ZONING REQUIREMENTS

- TO NOT INSTALL SIX (6) FOOT SIDEWALK ALONG ELIZABETH LAKE ROAD.
- TO ALLOW PORTION OF REAR PATIO'S WITHIN THE 25' WETLAND SETBACK AS FOLLOWS:
UNIT 47: 4.0' WITHIN THE WETLAND SETBACK
UNIT 48: 4.9' WITHIN THE WETLAND SETBACK
UNIT 49: 5.6' WITHIN THE WETLAND SETBACK
UNIT 50: 2.3' WITHIN THE WETLAND SETBACK
-TO ALLOW REDUCED DISTANCE BETWEEN BUILDINGS AS FOLLOWS:
UNITS 10-14 & UNITS 47-50: 30.2'
UNITS 51-54 & UNITS 55-59: 36.1'
UNITS 60-63 & UNITS 64-67: 20.6'
UNITS 42-46 & UNITS 68-72: 35.4'

NOTES:

- FRANCHISE UTILITIES TO BE UNDERGROUND.
- STORM WATER DETENTION ACCOMMODATED WITHIN EXISTING DETENTION BASIN.
- SANITARY MAIN SERVICE IS PROVIDED VIA EXISTING SEWER.
- WATER MAIN SERVICE IS PROVIDED VIA EXISTING WATER MAIN.
- TRASH COLLECTION TO BE CURBSIDE.
- OUTDOOR LIGHTING TO BE PROVIDED VIA ONE LIGHT ON EACH SIDE OF THE GARAGE AND ONE LIGHT IN THE CENTER OF THE PORCH CEILING.
- STREETS SHALL BE POSTED WITH "NO PARKING" SIGNAGE. ALL NO PARKING SIGNS SHALL MEET MICHIGAN MANUAL OF UNIFORM TRAFFIC CONTROL DEVICE STANDARDS. RELOCATE EXISTING SIGNS, AS NECESSARY, FOR SIDEWALK CONSTRUCTION.

WHITE LAKE TOWNSHIP STANDARD SITE CONSTRUCTION NOTES:

- ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CURRENT STANDARDS AND SPECIFICATIONS OF WHITE LAKE CHARTER TOWNSHIP.
- THE DEVELOPER SHALL CONTACT THE TOWNSHIP PLANNING DEPARTMENT AT (248) 698-3300 TO SCHEDULE A PRE-CONSTRUCTION MEETING. THE DEVELOPER'S PRIME SITE CONTRACTOR SHALL ATTEND. A COPY OF ALL PERMITS MUST BE SUBMITTED TO THE PLANNING DEPARTMENT PRIOR TO SCHEDULING THE MEETING.
- THE CONTRACTOR SHALL CONTACT THE TOWNSHIP ENGINEER AT (248) 334-9901 48 HOURS PRIOR TO THE BEGINNING OF CONSTRUCTION. THE CONTRACTOR SHALL KEEP THE INSPECTOR APPRAISED OF THE NEED FOR INSPECTION ON A DAY BY DAY BASIS. LACKING SPECIFIC SCHEDULING WITH THE INSPECTOR, THE CONTRACTOR SHALL GIVE 48 HOURS NOTICE TO THE TOWNSHIP ENGINEER PRIOR TO RE-COMMENCING WORK REQUIRING INSPECTION. FAILURE TO INFORM THE INSPECTOR OR THE TOWNSHIP ENGINEER OF A WORK CANCELLATION MAY RESULT IN A ONE HALF DAY INSPECTION CHARGE TO THE DEVELOPER. THE CONTRACTOR SHALL CALL (248) 844-5400 TO SCHEDULE SANITARY SEWER MAIN LINE INSPECTION.
- ALL WATERMAIN OR SANITARY WORK WILL REQUIRE FULL TIME INSPECTION. FULL TIME INSPECTION WILL GENERALLY BE REQUIRED FOR UNDERGROUND STORM SEWER CONSTRUCTION, CONCRETE CURBING AND PAVING OPERATIONS. SITE GRADING AND DETENTION BASIN CONSTRUCTION WILL GENERALLY BE INSPECTED ON AN INTERMITTENT BASIS.
- THE CONTRACTOR SHALL CONTACT MISS DIG AT (800) 482-7171 72 HOURS IN ADVANCE OF CONSTRUCTION TO HAVE EXISTING UNDERGROUND FACILITIES LOCATED. CONTRACTOR SHALL CONTACT THE WHITE LAKE TOWNSHIP WATER DEPARTMENT AT (248) 698-3300 EXT. 165 SEPARATELY 72 HOURS IN ADVANCE OF CONSTRUCTION TO HAVE WATER UTILITIES LOCATED.

R.C.O.C. NOTES:

- A PERMIT MUST OBTAINED FROM THE R.C.O.C. PERMIT DIVISION PRIOR TO ANY WORK BEING DONE ALONG EXISTING COUNTY ROADS.

COMMERCIAL
SITE PLANNING
SITE ENGINEERING
INDUSTRIAL & MULTI-UNIT
LAND SURVEYING
CONSTRUCTION LAYOUT

SURVEYING
ALTA SURVEYS
BOUNDARY SURVEYS
TOPOGRAPHIC SURVEYS
PARCEL SPLITS

RESIDENTIAL
SUBDIVISIONS
SITE CONDOMINIUM
SITE CONDOMINIUM
MULTI-FAMILY
PLOT PLANS
CONSTRUCTION LAYOUT

ALPINE ENGINEERING, INC.
CIVIL ENGINEERS & LAND SURVEYORS

3 WORKING DAYS BEFORE
YOU DIG CALL MISS DIG
1.800.482.7171
(TOLL FREE)

PH HOMES

OVERALL PLAN

ELIZABETH TRACE SITE PLAN AMENDMENT
TOWNSHIP 3 NORTH
WHITE LAKE TOWNSHIP
OAKLAND COUNTY
MICHIGAN
SECTION: 26
RANGE: 8 E

CLIENT:

REVISED
2024-11-01 PER CLIENT
2024-12-05 PER CLIENT
2024-12-20 PER CLIENT
2025-01-31 PER TWP/CLIENT

DATE: 2024-10-23

DRAWN BY: TG

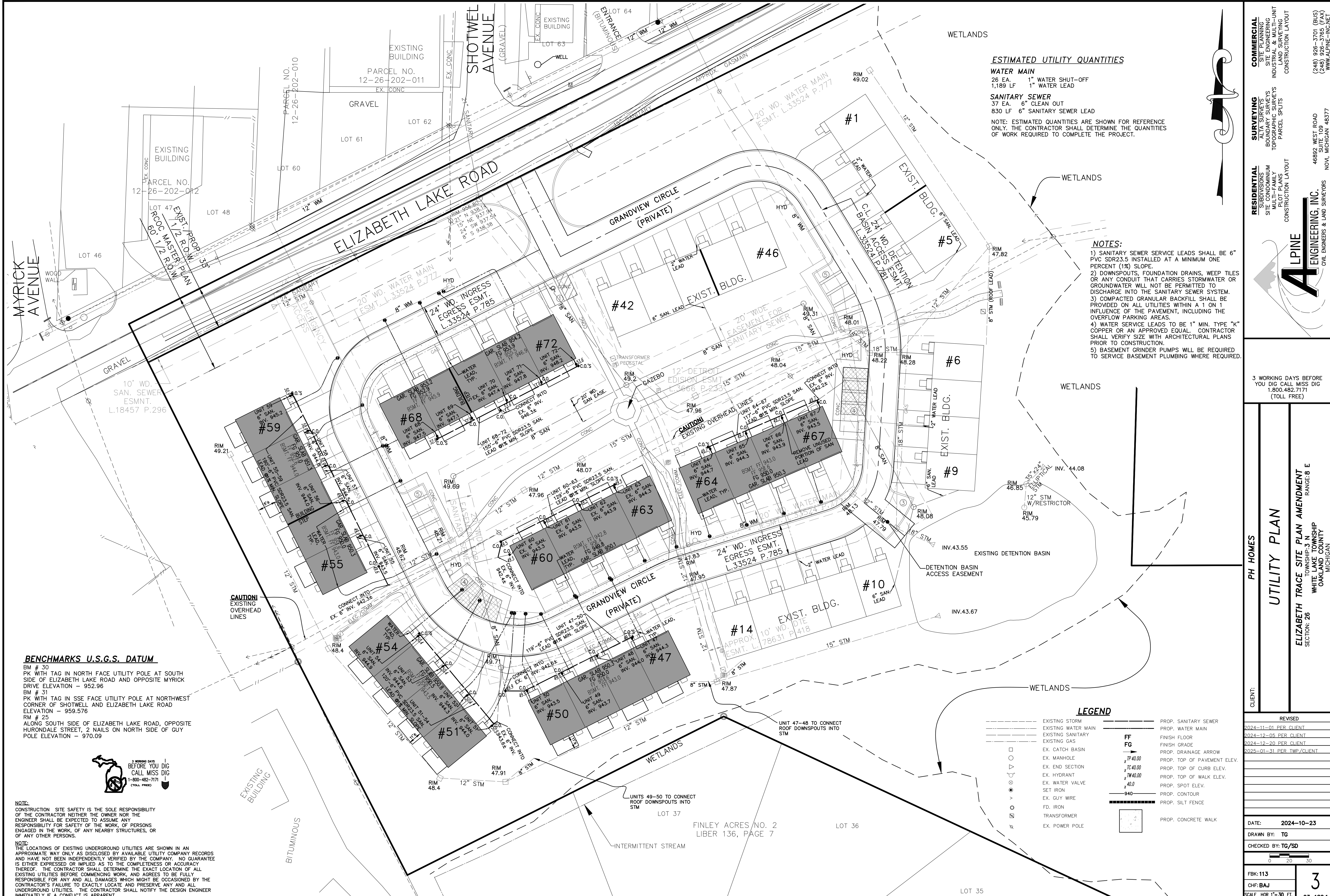
CHECKED BY: TG/SD

FBK: 113

CHP: BAJ

SCALE: HOR 1"=50 FT.
VER 1"=10 FT.

03-180.1



ESTIMATED UTILITY QUANTITIES

WATER MAIN
26 EA. 1" WATER SHUT-OFF
1,189 LF 1" WATER LEAD

SANITARY SEWER
37 EA. 6" CLEAN OUT
830 LF 6" SANITARY SEWER LEAD

NOTE: ESTIMATED QUANTITIES ARE SHOWN FOR REFERENCE ONLY. THE CONTRACTOR SHALL DETERMINE THE QUANTITIES OF WORK REQUIRED TO COMPLETE THE PROJECT.

- NOTES:**
- 1) SANITARY SEWER SERVICE LEADS SHALL BE 6" PVC SDR23.5 INSTALLED AT A MINIMUM ONE PERCENT (1%) SLOPE.
 - 2) DOWNSPOUTS, FOUNDATION DRAINS, WEEP TILES OR ANY CONDUIT THAT CARRIES STORMWATER OR GROUNDWATER WILL NOT BE PERMITTED TO DISCHARGE INTO THE SANITARY SEWER SYSTEM.
 - 3) COMPACTED GRANULAR BACKFILL SHALL BE PROVIDED ON ALL UTILITIES WITHIN A 1 ON 1 INFLUENCE OF THE PAVEMENT, INCLUDING THE OVERFLOW PARKING AREAS.
 - 4) WATER SERVICE LEADS TO BE 1" MIN. TYPE "K" COPPER OR AN APPROVED EQUAL. CONTRACTOR SHALL VERIFY SIZE WITH ARCHITECTURAL PLANS PRIOR TO CONSTRUCTION.
 - 5) BASEMENT GRINDER PUMPS WILL BE REQUIRED TO SERVICE BASEMENT PLUMBING WHERE REQUIRED.

BENCHMARKS U.S.G.S. DATUM

BM # 30
PK WITH TAG IN NORTH FACE UTILITY POLE AT SOUTH SIDE OF ELIZABETH LAKE ROAD AND OPPOSITE MYRICK DRIVE ELEVATION - 952.96

BM # 51
PK WITH TAG IN SSE FACE UTILITY POLE AT NORTHWEST CORNER OF SHOTWELL AND ELIZABETH LAKE ROAD ELEVATION - 959.576

RM # 25
ALONG SOUTH SIDE OF ELIZABETH LAKE ROAD, OPPOSITE HURONDALE STREET, 2 NAILS ON NORTH SIDE OF GUY POLE ELEVATION - 970.09



NOTE:
CONSTRUCTION SITE SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR NEITHER THE OWNER NOR THE ENGINEER SHALL BE EXPECTED TO ASSUME ANY RESPONSIBILITY FOR SAFETY OF THE WORK, OF PERSONS ENGAGED IN THE WORK, OF ANY NEARBY STRUCTURES, OR OF ANY OTHER PERSONS.

NOTE:
THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AS DISCLOSED BY AVAILABLE UTILITY COMPANY RECORDS AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE COMPANY. NO GUARANTEE IS EITHER EXPRESSED OR IMPLIED AS TO THE COMPLETENESS OR ACCURACY THEREOF. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES. THE CONTRACTOR SHALL NOTIFY THE DESIGN ENGINEER IMMEDIATELY IF A CONFLICT IS APPARENT.

LEGEND	
EXISTING STORM	PROP. SANITARY SEWER
EXISTING WATER MAIN	PROP. WATER MAIN
EXISTING SANITARY	FINISH FLOOR
EXISTING GAS	FINISH GRADE
EX. CATCH BASIN	PROP. DRAINAGE ARROW
EX. MANHOLE	PROP. TOP OF PAVEMENT ELEV.
EX. END SECTION	PROP. TOP OF CURB ELEV.
EX. HYDRANT	PROP. TOP OF WALK ELEV.
EX. WATER VALVE	PROP. SPOT ELEV.
SET IRON	PROP. CONTOUR
EX. GUY WIRE	PROP. SILT FENCE
FD. IRON	
TRANSFORMER	PROP. CONCRETE WALK
EX. POWER POLE	

COMMERCIAL
SITE PLANNING
SITE ENGINEERING
INDUSTRIAL PLANTS
LAND SURVEYING
CONSTRUCTION LAYOUT

SURVEYING
ALTA SURVEYS
BOUNDARY SURVEYS
TOPOGRAHY
PARCEL SPLITS
CONSTRUCTION LAYOUT

RESIDENTIAL
SUBDIVISIONS
SITE CONDOMINIUM
INDUSTRIAL PLANTS
PLOT PLANS
CONSTRUCTION LAYOUT

ALPINE ENGINEERING, INC.
CIVIL ENGINEERS & LAND SURVEYORS

46892 WEST ROAD
SUITE 109
NOVI, MICHIGAN 48377

(248) 926-3701 (BUS)
(248) 926-3765 (FAX)
WWW.ALPINE-INC.NET

3 WORKING DAYS BEFORE YOU DIG CALL MISS DIG 1.800.482.7171 (TOLL FREE)

UTILITY PLAN

ELIZABETH TRACE SITE PLAN AMENDMENT
SECTION: 26
TOWNSHIP: 3 N
WHITE LAKE TOWNSHIP
OAKLAND COUNTY
MICHIGAN

DATE: 2024-10-23

DRAWN BY: TG

CHECKED BY: TG/SD

FBK: 113

CHF: BAJ

SCALE: HOR 1"=30 FT.
VER 1"=30 FT.

3

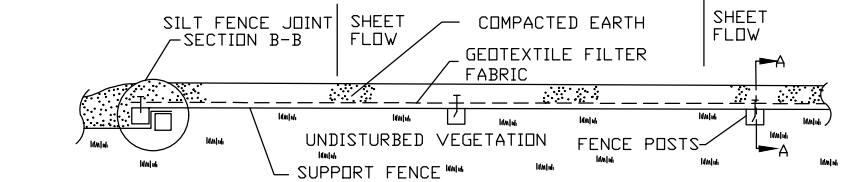
03-180.1

LEGAL DESCRIPTION

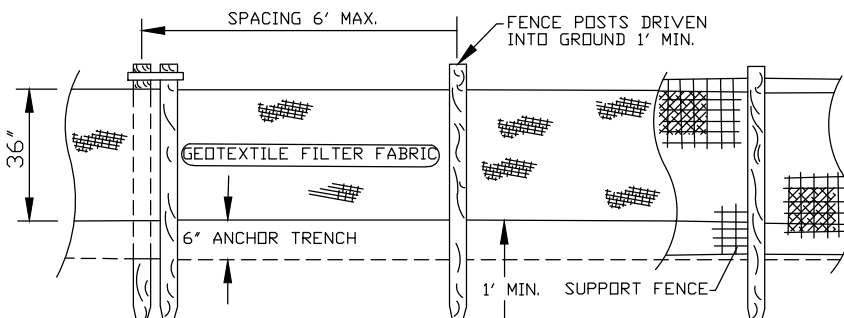
DESCRIPTION PER DETROIT EDISON PROPERTY SURVEY, DATED 12-14-89
Part of the Northeast 1/4 of Section 26, Town 3 North, Range 8 East, White Lake Township, Oakland County, Michigan.
Further described as:
Beginning at a point on the North line of Section 26 (Elizabeth Lake Road) distant N89°46'40"W 1334.66 feet and S89°49'00"W 165.00 feet from the Northeast Corner of said Section 26; thence continuing S89°49'00"W 100.15 feet; thence S63°25'09" W 764.79 feet measured (S63°23'00"W 784.75 feet deed), the last two courses being along the centerline of Elizabeth Lake Road; thence S26°37'00"E 289.68 feet measured, (289.60 feet deed); thence S27°07'00"E 183.80 feet to a found monument being on the Northerly line of Finley Acres No. 2 Subdivision as recorded in Liber 136 of plats, page 7 of the Oakland County Records; thence N63°22'30"E 271.42 feet measured (271.31 record) along said northerly line of said Finley Acres No. 2 Subdivision; thence S65°01'23"E 516.47 feet measured, (S85°04'30"E 515.90 feet deed, 516.50 feet platted), along the northerly line of said Finley Acres No. 2 Subdivision and also the northerly line of Finley Acres No. 1 Subdivision as recorded in Liber 130 of plats, page 1 of the Oakland County Records; thence N01°38'37"E 334.45 feet calculated, (N01°35'20"E 334.56 feet deed); thence S89°49'00"W 165.00 feet; thence N01°38'37"E 528.00 feet measured, (N01°35'20"E 528.00 feet deed) to the point of beginning. Containing 10.286 Acres of land. Subject to the rights of the public in and to that part of the above described property known as Elizabeth Lake Road. Also subject to any and all other easements of record.

PARCEL NO. 12-26-204-007

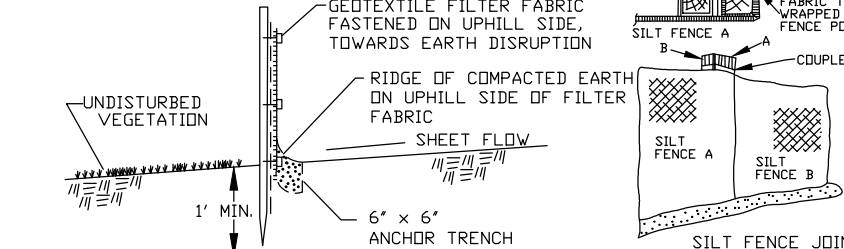
SILT FENCE (SP-2)



PLAN VIEW



PLAN VIEW



SECTION A-A

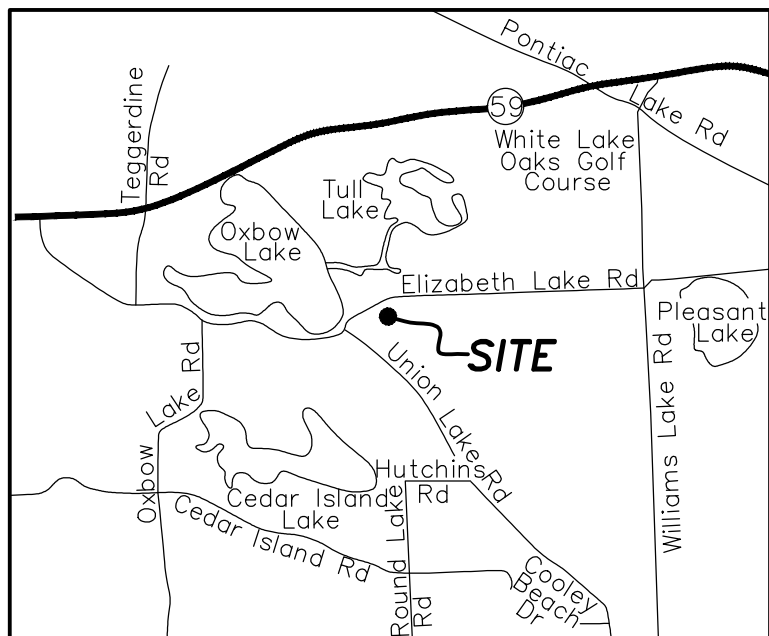
SECTION B-B

BENCHMARKS U.S.G.S. DATUM

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LOCATION MAP
NOT TO SCALE

EROSION CONTROL STANDARD NOTES

- ALL EROSION AND SEDIMENTATION CONTROL WORK SHALL CONFORM TO THE CURRENT STANDARDS AND SPECIFICATIONS OF THE OAKLAND COUNTY WATER RESOURCES COMMISSIONER (OCWRC) AND WHITE LAKE TOWNSHIP.
- DAILY INSPECTIONS SHALL BE MADE BY THE CONTRACTOR FOR EFFECTIVENESS OF EROSION AND SEDIMENTATION CONTROL MEASURES. ANY NECESSARY REPAIRS SHALL BE PERFORMED WITHOUT DELAY.
- EROSION AND ANY SEDIMENTATION FROM WORK ON THIS SITE SHALL BE CONTAINED WITHIN THE WORK AREA AND NOT ALLOWED TO COLLECT ON ANY OFF-SITE AREAS OR IN WATERWAYS. WATERWAYS INCLUDE BOTH NATURAL AND MANMADE OPEN DITCHES, STREAMS, STORM DRAINS, LAKES, PONDS AND WETLANDS.
- THE CONTRACTOR SHALL APPLY TEMPORARY EROSION AND SEDIMENTATION CONTROL MEASURES AS DIRECTED ON THESE PLANS AND WHERE OTHERWISE REQUIRED BY THE WORK. THE CONTRACTOR SHALL REMOVE TEMPORARY MEASURES AS SOON AS PERMANENT STABILIZATION OF SLOPES, DITCHES, AND OTHER CHANGES HAVE BEEN ACCOMPLISHED.
- SOIL EROSION CONTROL PRACTICES WILL BE ESTABLISHED IN EARLY STAGES OF CONSTRUCTION BY THE CONTRACTOR. SEDIMENT CONTROL PRACTICES WILL BE APPLIED AS A PERIMETER DEFENSE AGAINST ANY TRANSPORTING OF DIRT OFF THE WORK AREA.
- THE CONTRACTOR SHALL PRESERVE ON-SITE NATURAL VEGETATION AS MUCH AS POSSIBLE.
- PROTECT ALL EXISTING TREES, INCLUDING THEIR BRANCHES AND ROOTS, FROM DAMAGE DUE TO THIS WORK UNLESS SPECIFICALLY IDENTIFIED FOR REMOVAL.
- STABILIZATION OF ALL DISTURBED AREAS SHALL BE ESTABLISHED USING THE APPROPRIATE VEGETATION WITHIN FIVE DAYS OF COMPLETION OF FINAL GRADING.
- THE CONTRACTOR SHALL SWEEP THE EXISTING STREETS SURROUNDING THE PROJECT SITE AS NEEDED.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR DUST CONTROL AND SHALL PROVIDE ALL EQUIPMENT AND MATERIAL TO KEEP DUST IN CHECK AT ALL TIMES. THE CONTRACTOR SHALL RESPOND IMMEDIATELY TO ANY AND ALL COMPLAINTS.

MAINTENANCE REQUIREMENTS:

INSPECTION & MAINTENANCE OF SOIL EROSION CONTROL MEASURES TO BE CONDUCTED ON A WEEKLY BASIS OR AS INDICATED BELOW, WHICHEVER IS SOONER. RECORDS OF MAINTENANCE INSPECTIONS TO BE RECORDED IN A LOGBOOK. THE LOG BOOK SHALL BE KEPT ON SITE AT ALL TIMES.

SILT FENCE
SILT FENCES SHOULD BE INSPECTED IMMEDIATELY AFTER EACH RAINFALL AND SEVERAL TIMES DURING PROLONGED RAINFALLS. IF THE FENCE IS SAGGING OR THE SOIL HAS REACHED ONE HALF THE HEIGHT OF THE FABRIC, THE SOIL BEHIND THE FABRIC MUST BE REMOVED AND DISPOSED OF IN A STABLE UPLAND SITE. THE SOIL CAN BE ADDED TO THE SPOIL PILE. IF THE FABRIC IS BEING UNDERCUT (I.E. IF THE WATER IS SEEPING UNDER THE FENCE), THE FENCE SHOULD BE REMOVED AND REINSTALLED FOLLOWING THE GIVEN PROCEDURES. FABRIC WHICH DECOMPOSES OR OTHERWISE BECOMES INEFFECTIVE SHOULD BE REMOVED AND REPLACED WITH NEW FILTER FABRIC IMMEDIATELY. FILTER FENCES SHOULD BE REMOVED ONCE VEGETATION IS WELL ESTABLISHED AND THE UP-SLOPE IS FULLY STABILIZED OR UNLESS OTHERWISE DIRECTED BY THE ENGINEER.

ACCESS ROADS (HAUL ROUTES)
PROPER MAINTENANCE MAY INCLUDE ADDING ADDITIONAL LAYERS OF STONE WHEN THE ORIGINAL STONE BECOMES COVERED WITH MUD. AFTER EACH STORM EVENT, INSPECT THE ROAD FOR EROSION AND MAKE ANY NECESSARY REPAIRS. IT IS ALSO IMPORTANT TO CHECK AND MAINTAIN ANY BMP'S WHICH ARE USED IN CONJUNCTION WITH THIS BMP, ESPECIALLY THOSE FOR DRAINAGE. ALL SEDIMENT DROPPED OR ERODED ONTO PUBLIC RIGHT-OF-WAYS SHOULD BE REMOVED IMMEDIATELY BY SWEEPING.

SEEDING, SODDING & MULCHING
SEEDING, SODDING OR MULCHED AREAS SHOULD BE CHECKED FOLLOWING EACH RAIN TO ENSURE THE MATERIAL IS STAYING IN PLACE. ADDITIONAL TACKLING MATERIALS OR NETTING MAY NEED TO BE APPLIED TO HOLD THE AFOREMENTIONED MATERIALS IN PLACE. MAINTENANCE PROCEDURES SHOULD ALSO BE FOLLOWED FOR THE BMP'S WHICH WERE IMPLEMENTED TO KEEP ERODED SOIL OR CONCENTRATED RUNOFF AWAY FROM THESE TARGET AREAS.

SEQUENCE OF CONSTRUCTION:

- INSTALL SILT FENCE AND INLET FILTERS (ON EXISTING STORM STRUCTURES) AS INDICATED ON THE PLANS. (3 DAYS)
- COMMENCE MASS GRADING OPERATIONS. MAINTAIN A MINIMUM 5' BUFFER OF EXISTING VEGETATION AROUND PERIMETER WHENEVER POSSIBLE. STOCKPILES SHOULD BE LOCATED AWAY FROM EXISTING DRAINAGE FACILITIES. (4 WEEKS)
- INSTALL UNDERGROUND UTILITIES. (2 WEEKS)
- BUILDING CONSTRUCTION (52 WEEKS)
- SEED & MULCH OR SOD ALL DISTURBED AREAS. VEGETATION SHALL BE ESTABLISHED WITHIN 5 DAYS OF FINAL GRADE, OR WHENEVER DISTURBED AREAS WILL REMAIN UNCHANGED FOR 30 DAYS OR GREATER. 3"-4" OF TOPSOIL WILL BE USED WHERE VEGETATION IS REQUIRED. (1 WEEK)
- REMOVE ALL TEMPORARY SOIL EROSION AND SEDIMENTATION CONTROL MEASURES ONCE PERMANENT MEASURES ARE ESTABLISHED. (3 DAYS)

SITE CONTAINS SANDY SOILS

DISTURBANCE AREA= 2.3 ACRES

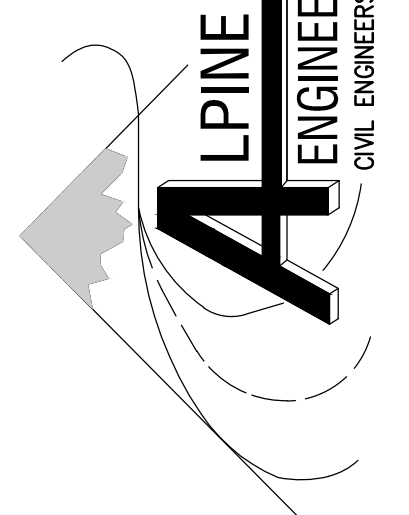
SOIL EROSION LEGEND

- PAVEMENT INLET FILTER
- YARD INLET FILTER
- SILT FENCE

COMMERCIAL
ALTA PLANNING
SITE ENGINEERING
BOUNDARY SURVEYS
TOPOGRAHY
LAND SURVEYING
CONSTRUCTION LAYOUT

SURVEYING
ALTA SURVEYS
BOUNDARY SURVEYS
TOPOGRAHY
LAND SURVEYING
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RESIDENTIAL
SUBDIVISIONS
SITE CONDOMINIUM
IMPROVEMENTS
PLOT PLANS
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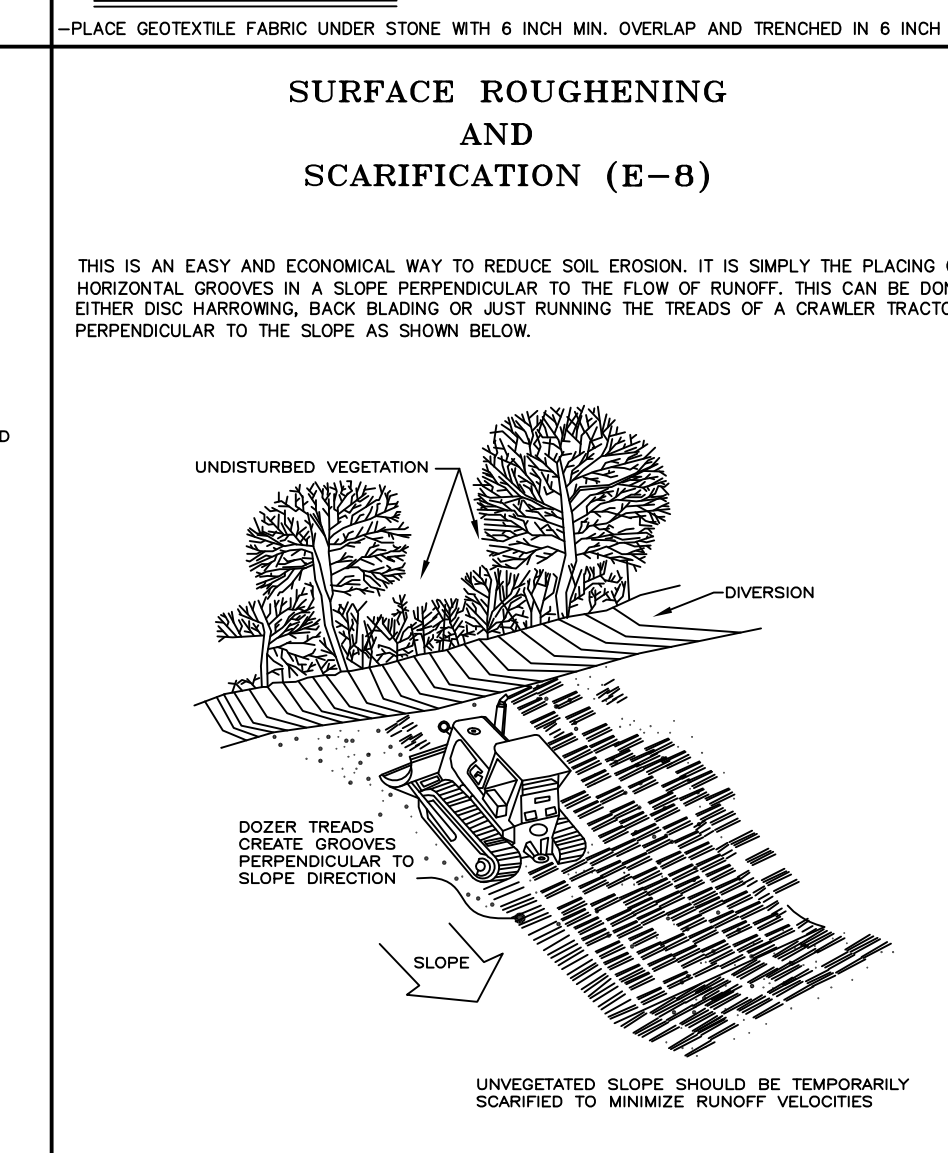
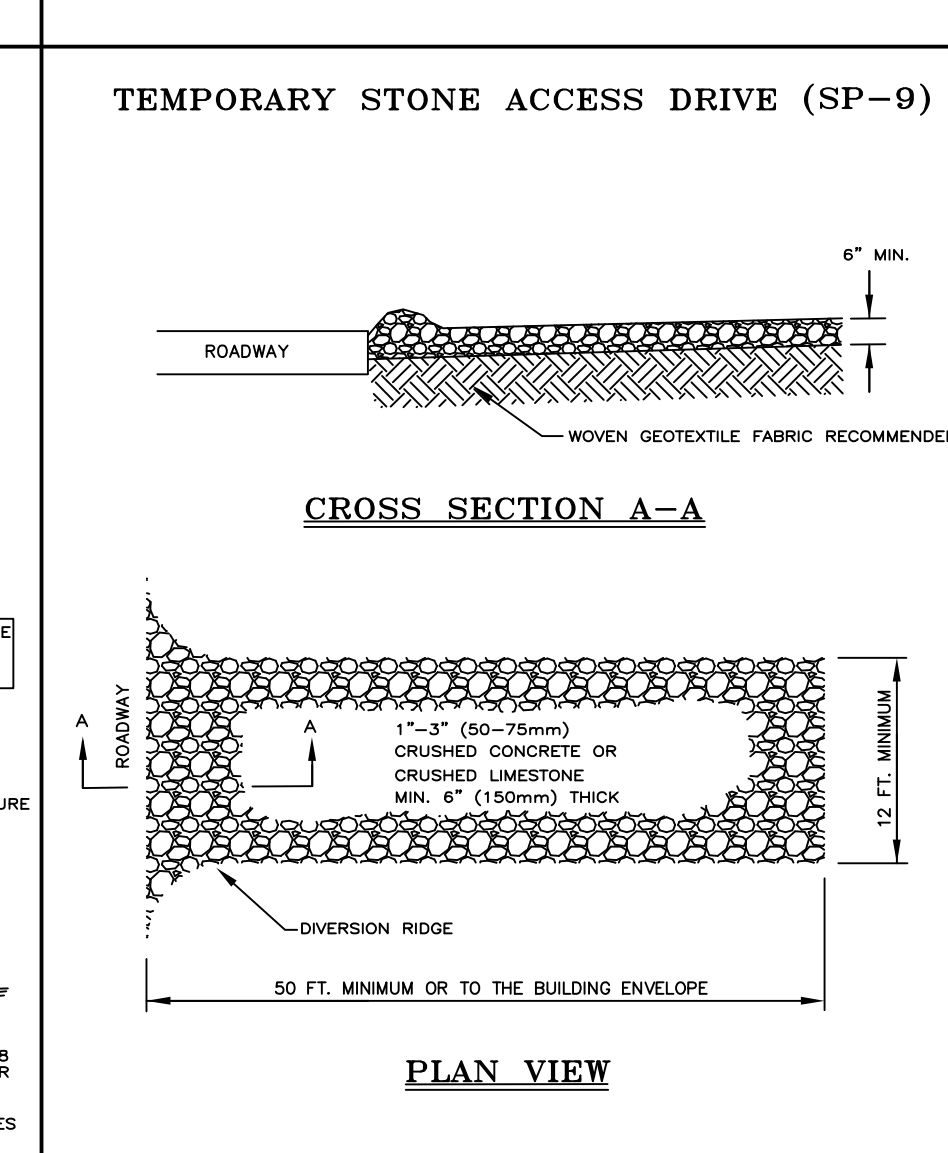
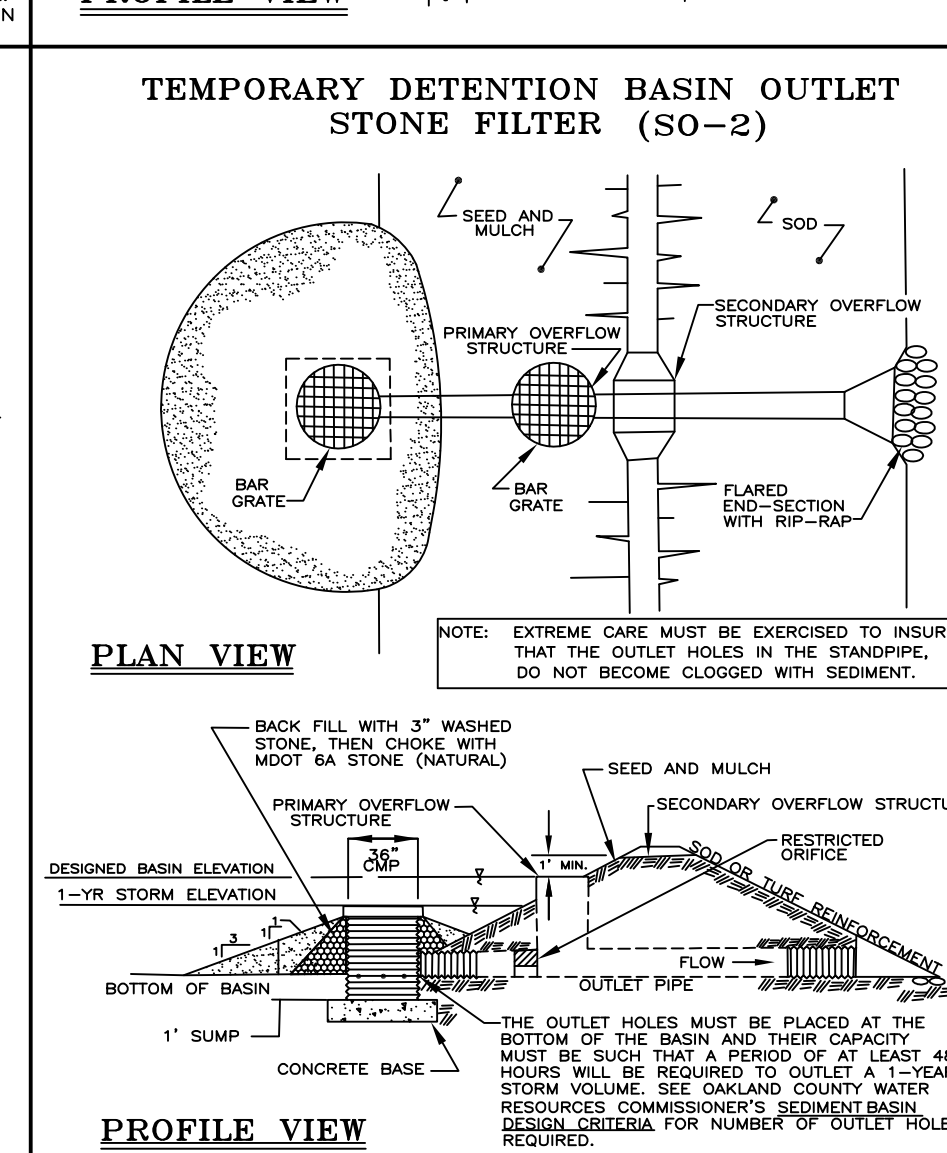
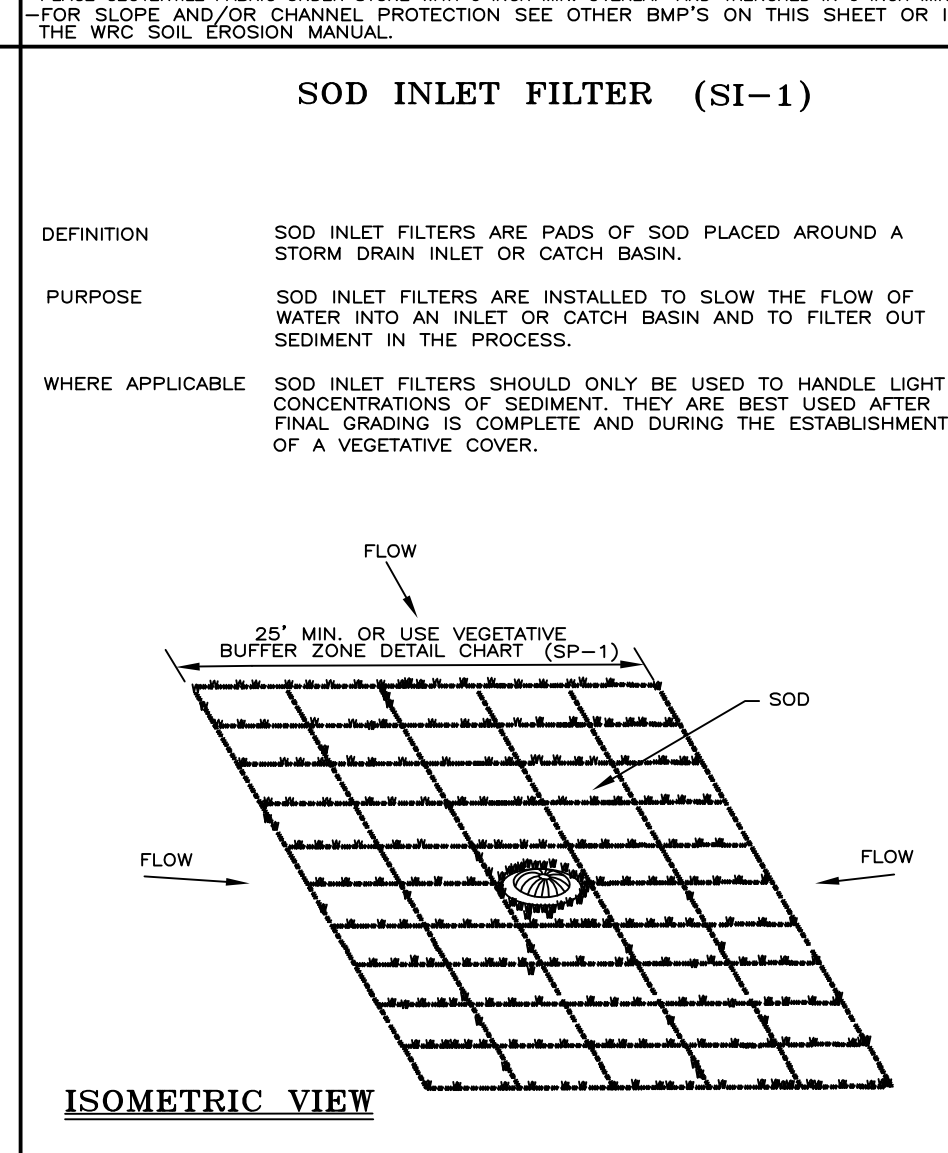
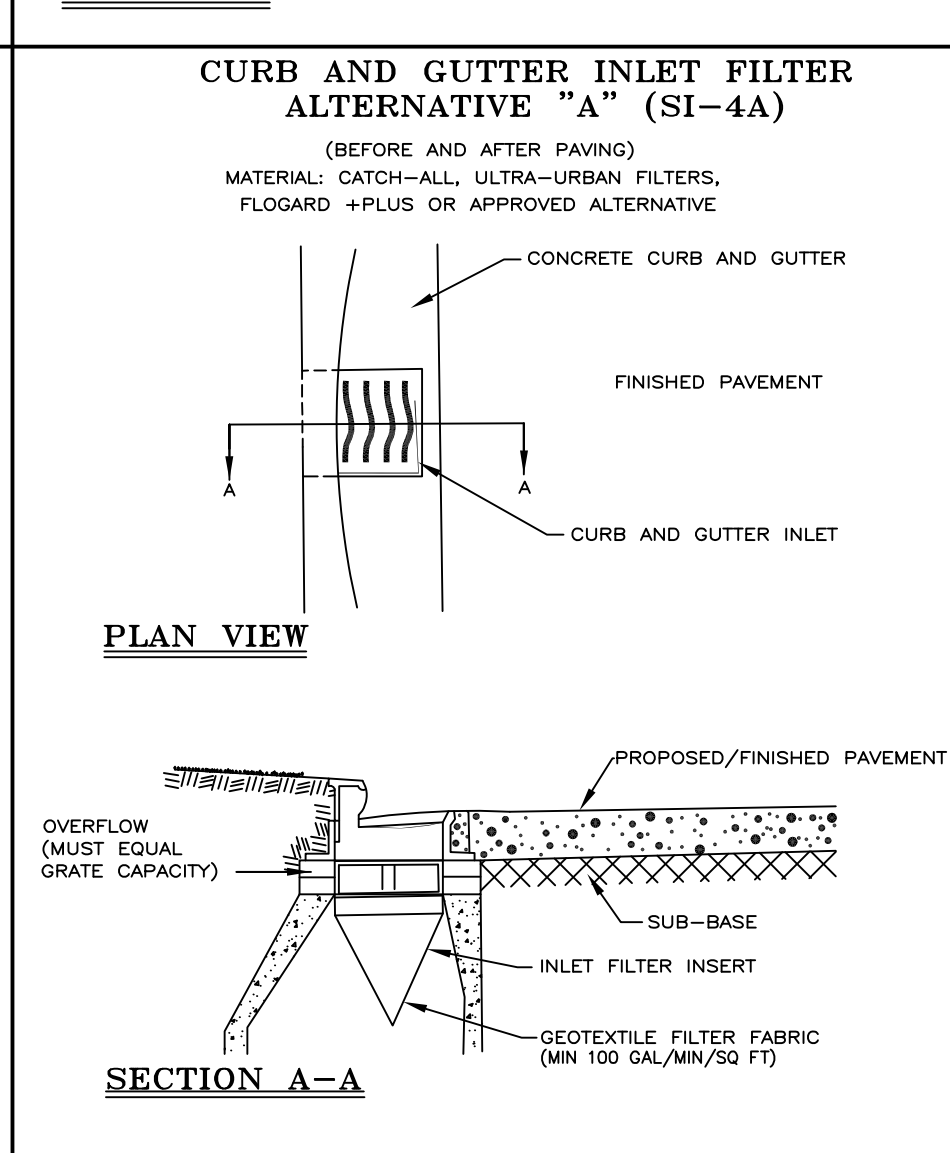
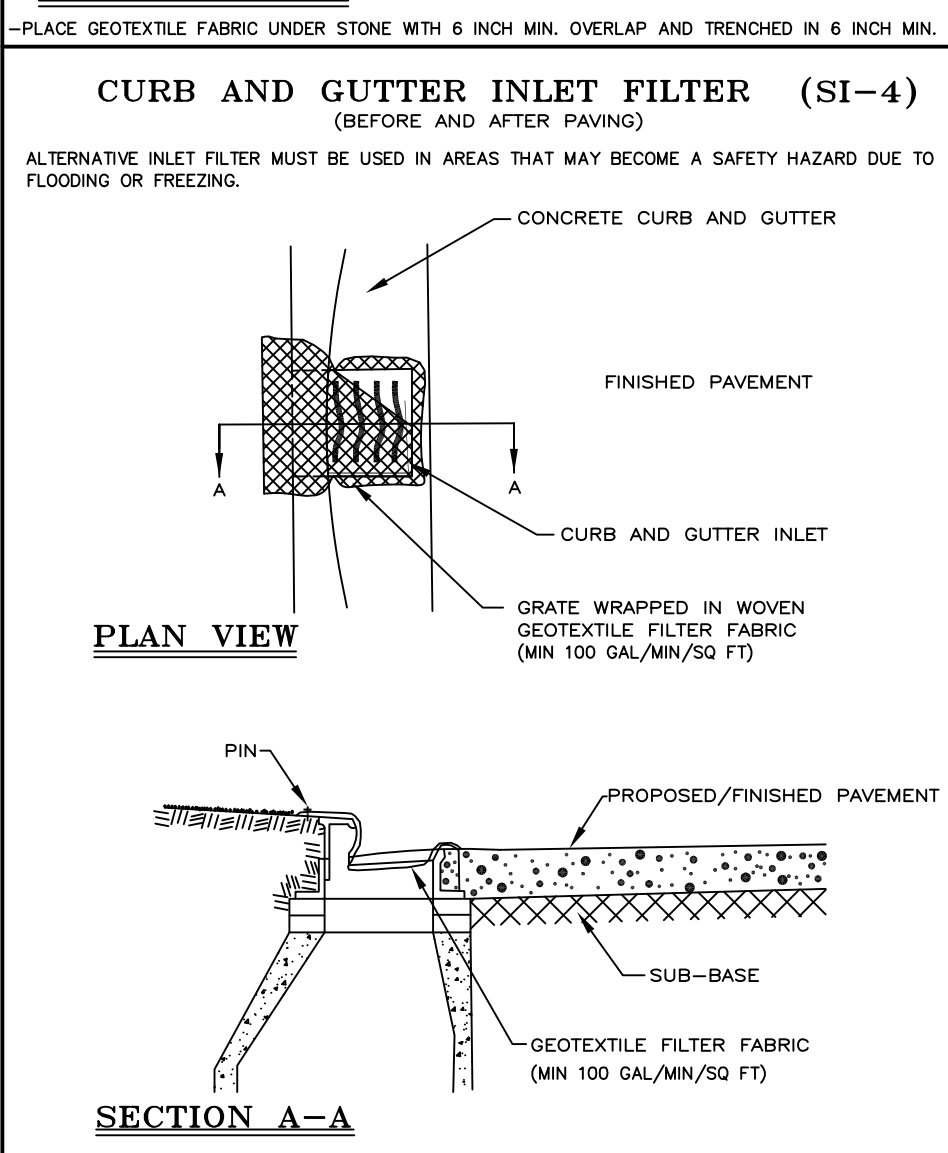
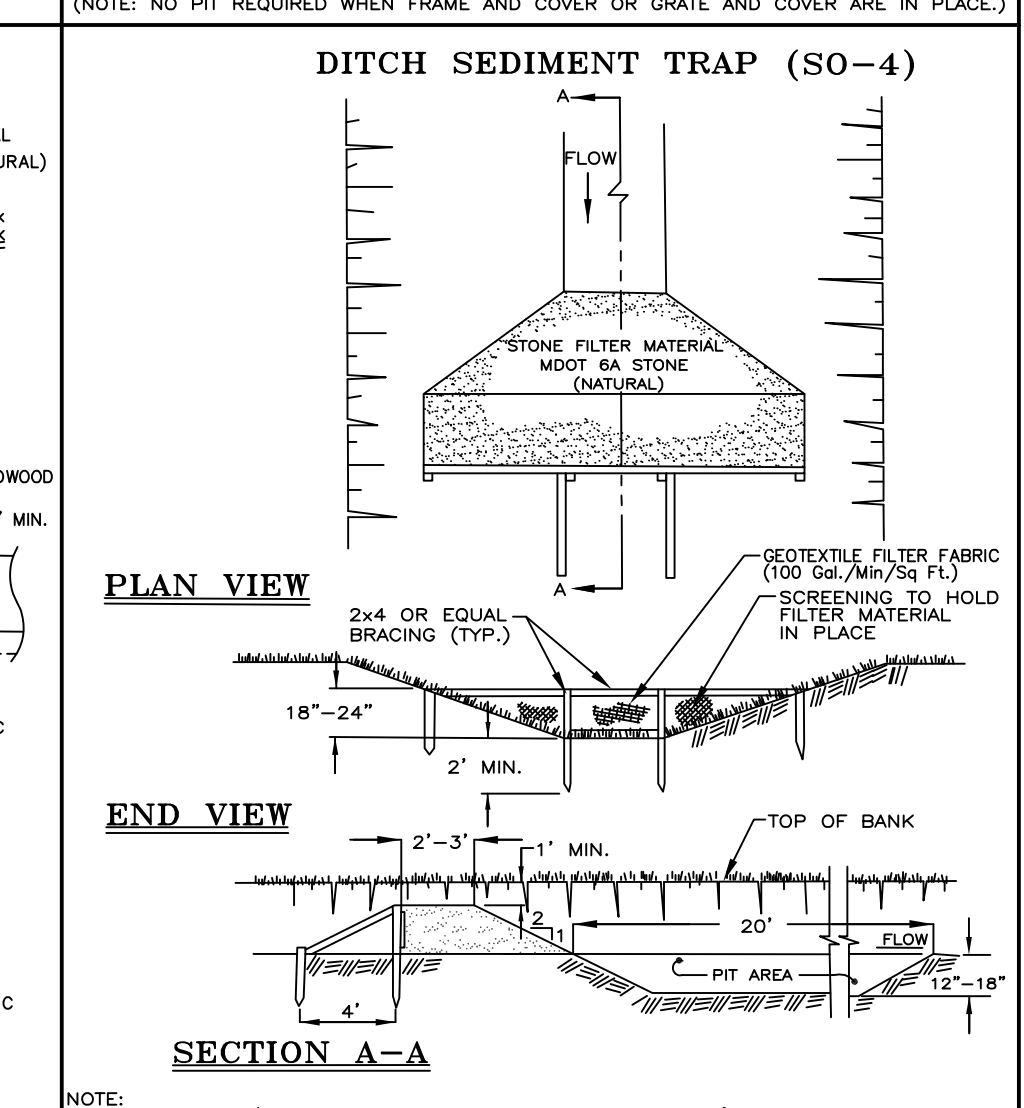
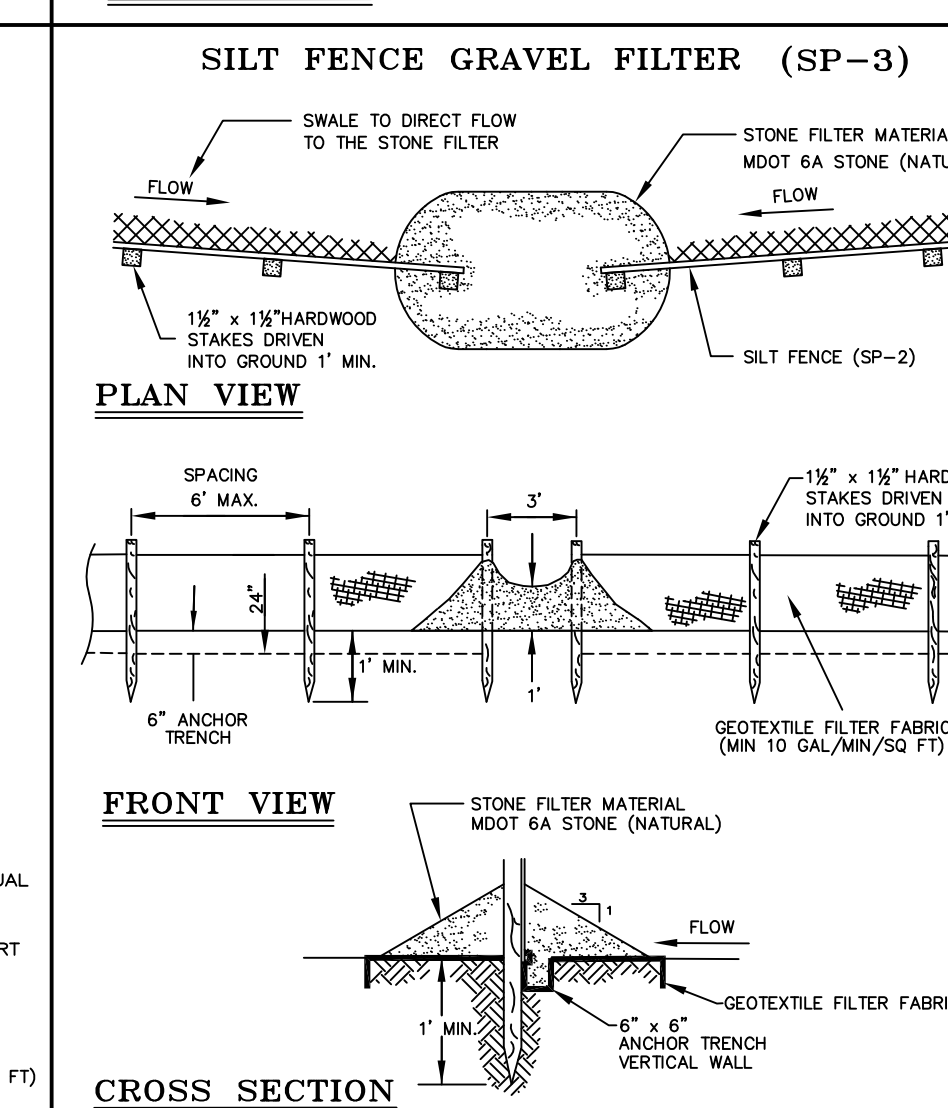
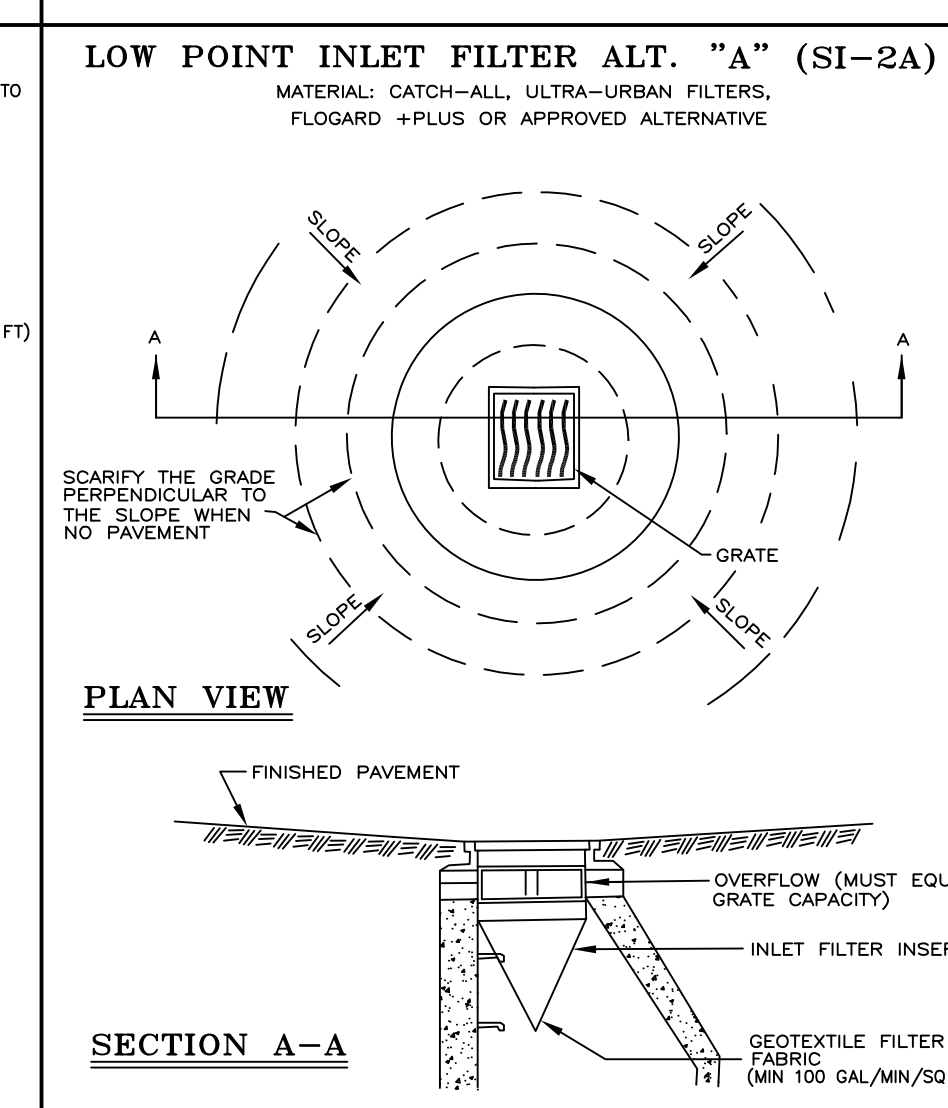
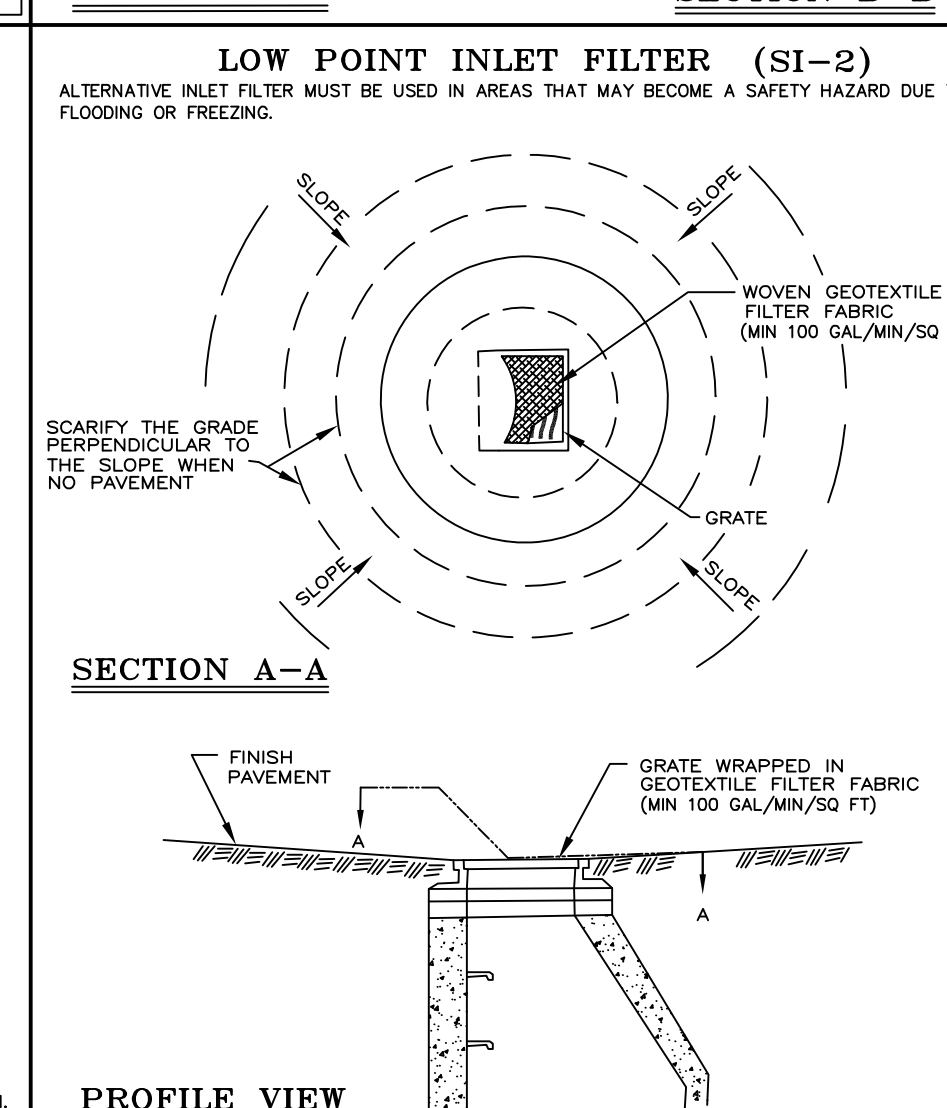
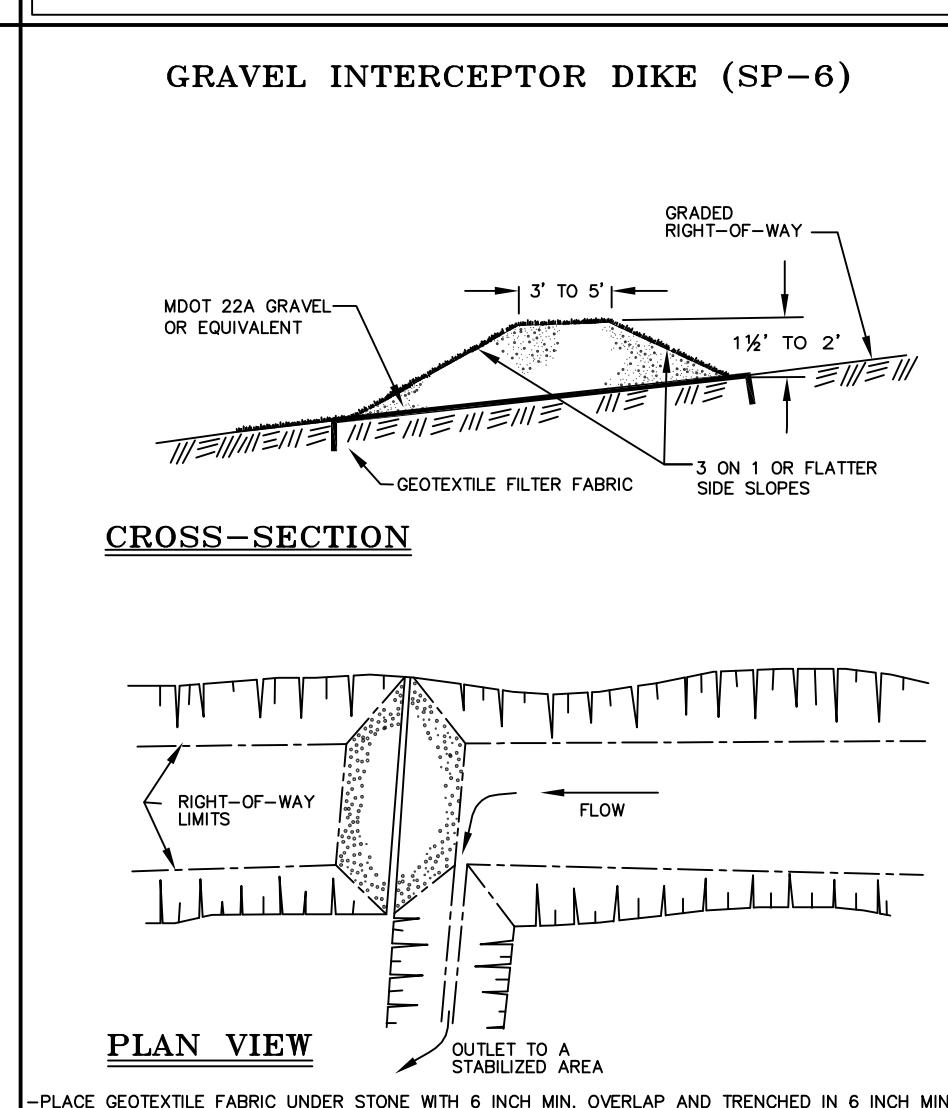
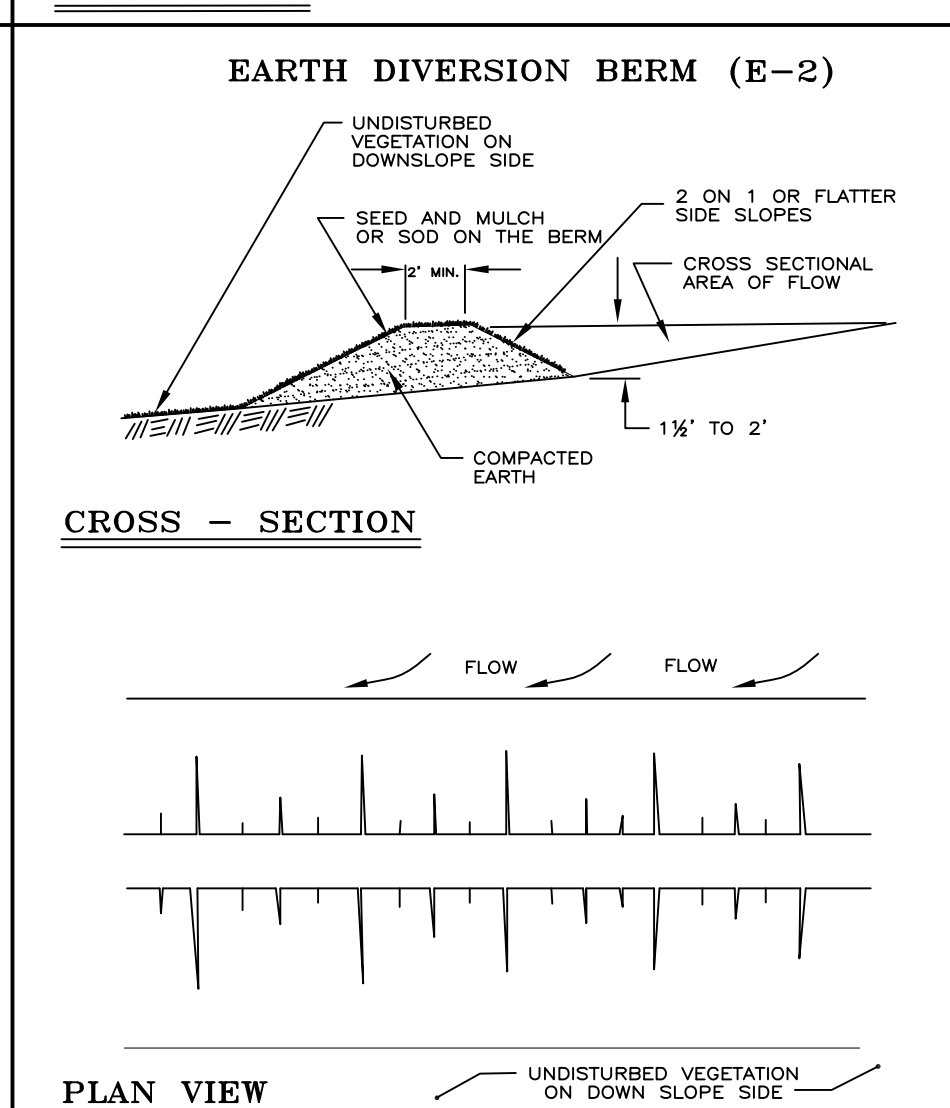
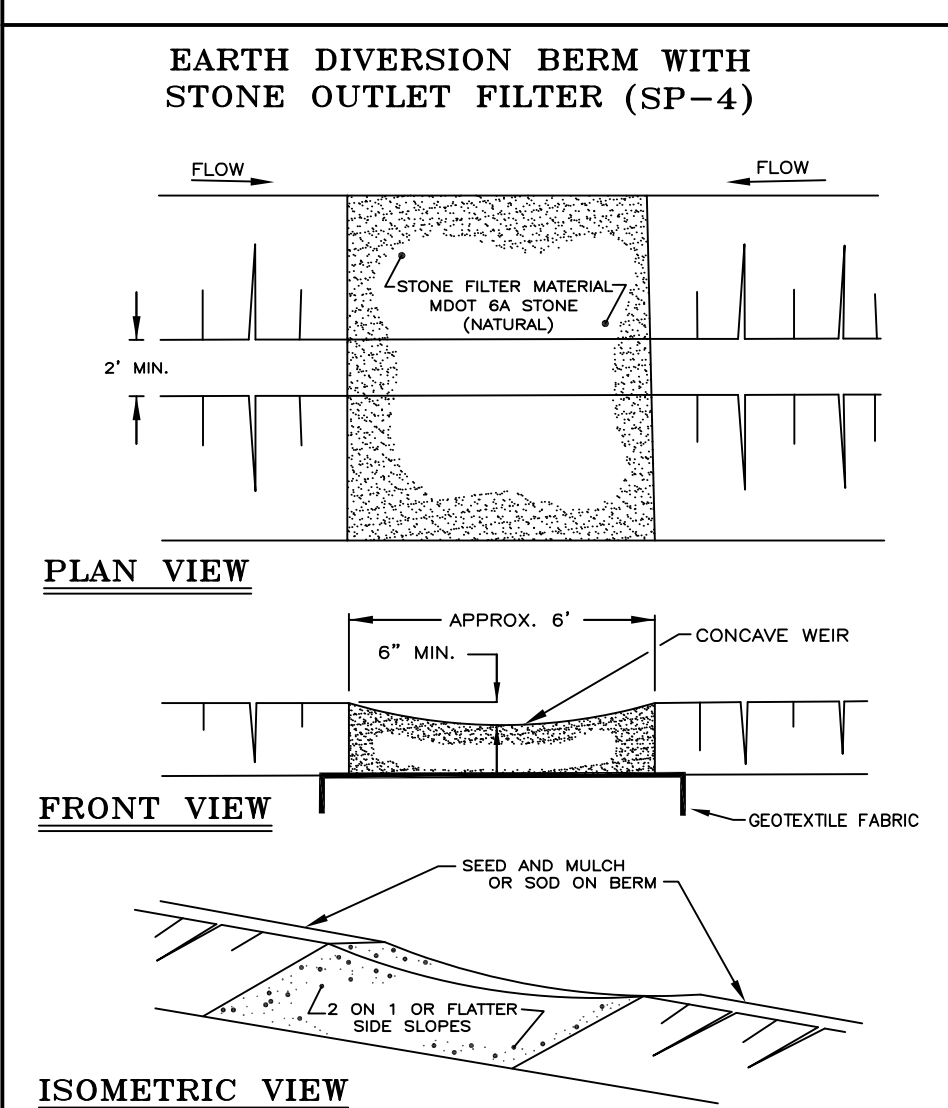
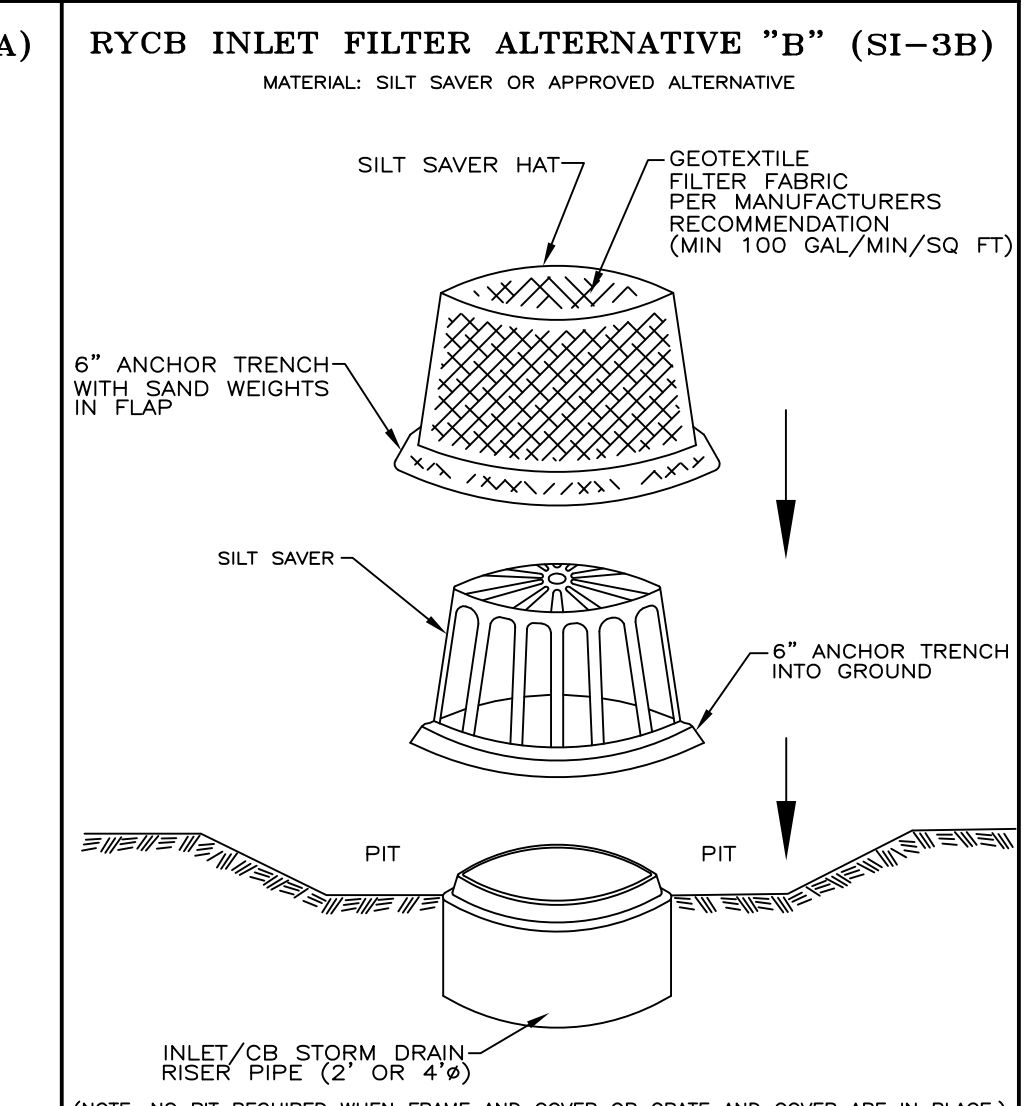
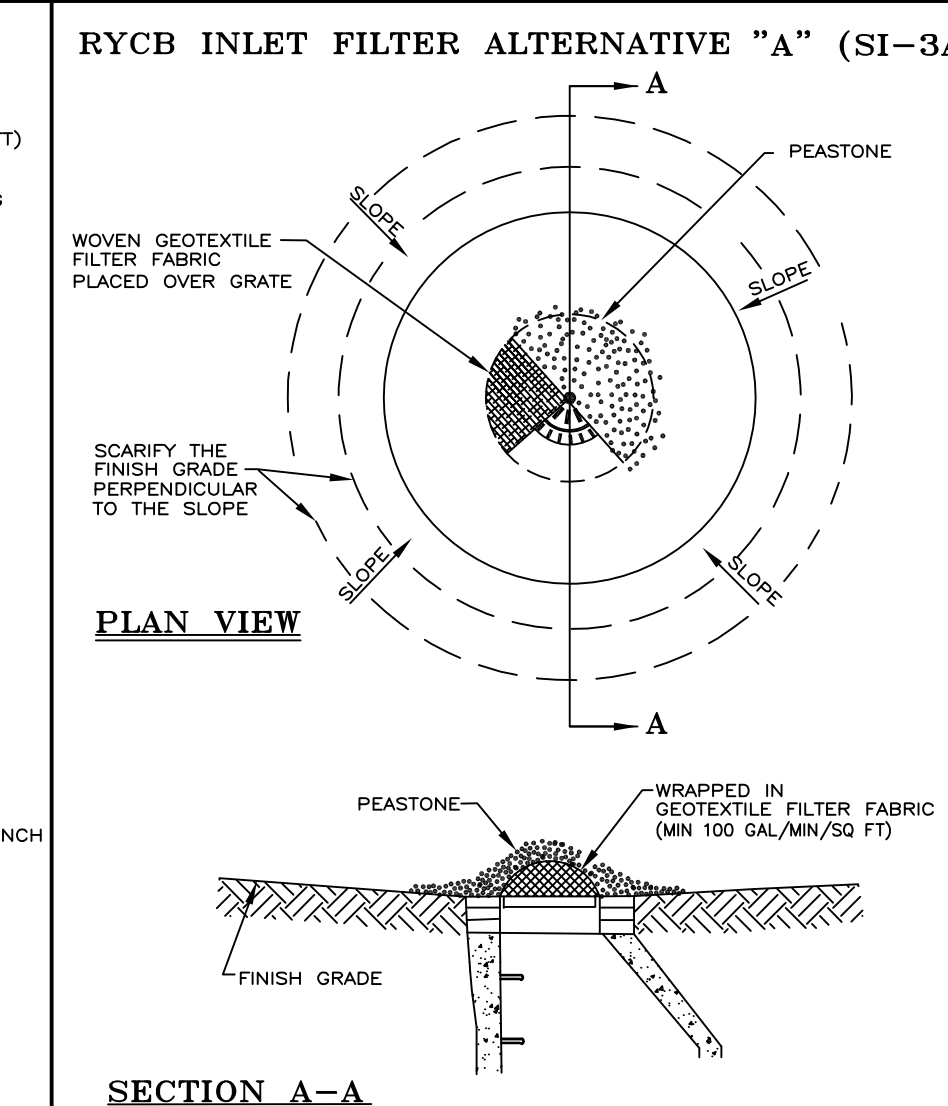
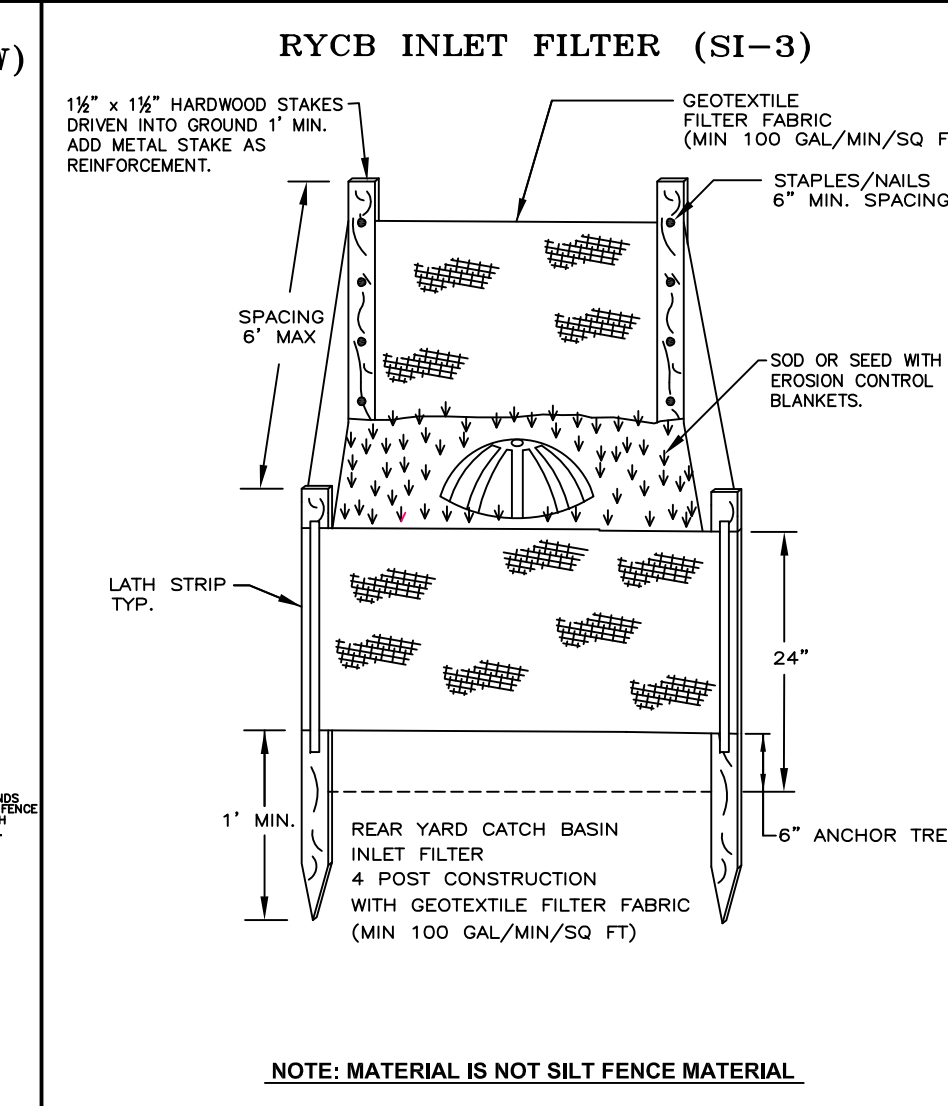
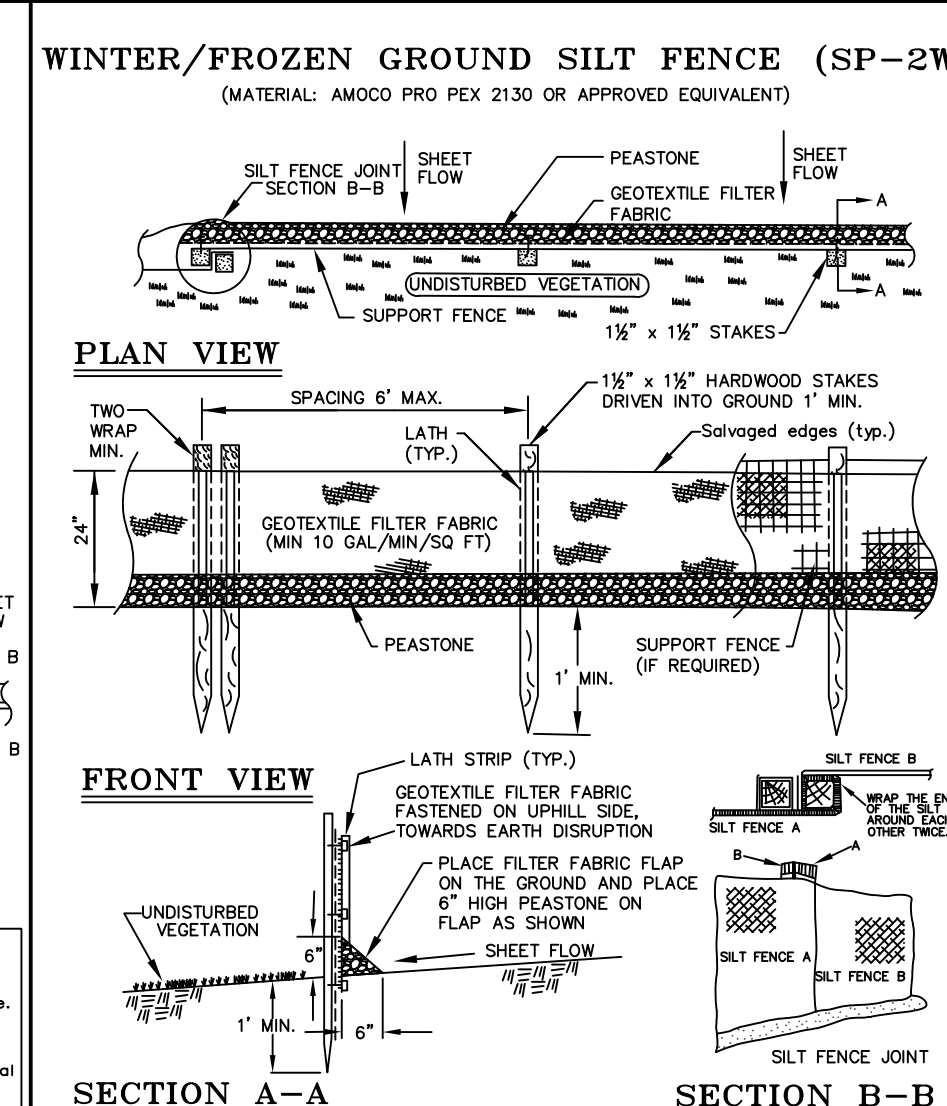
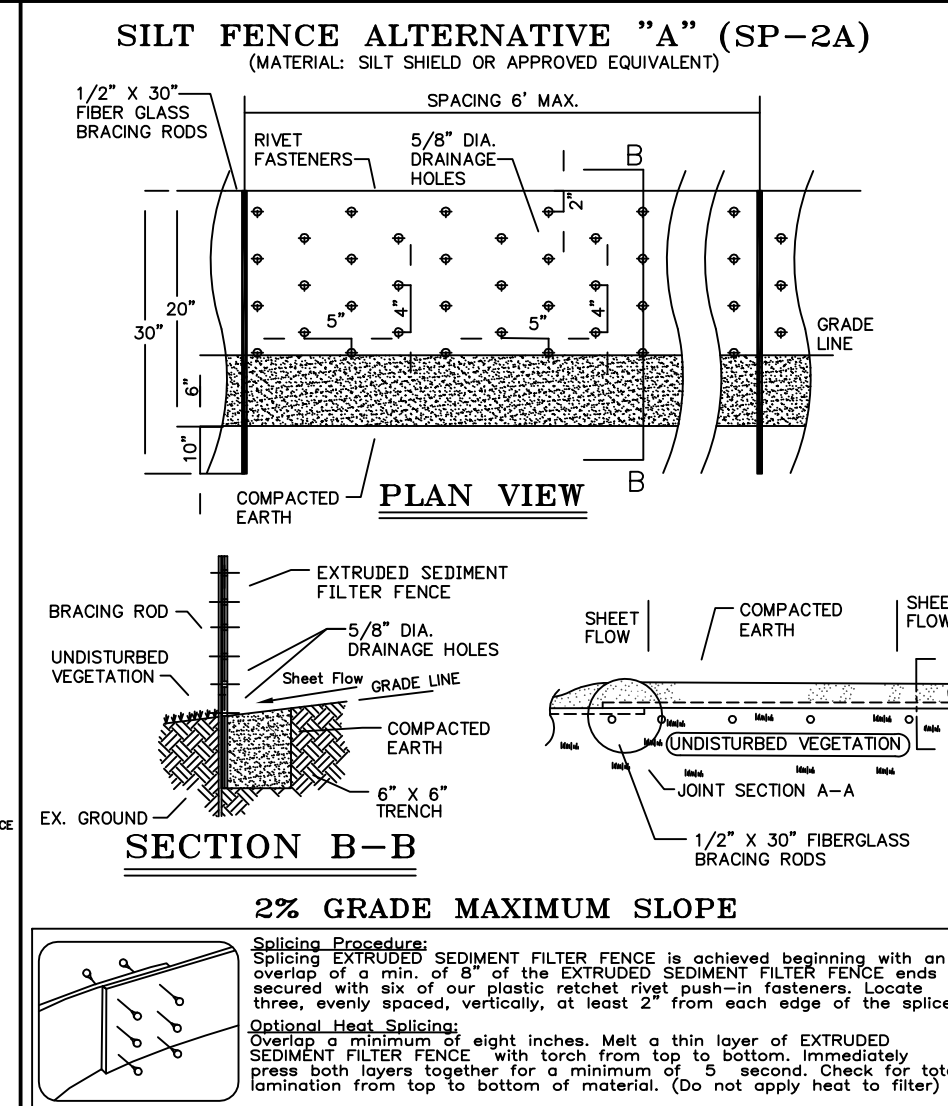
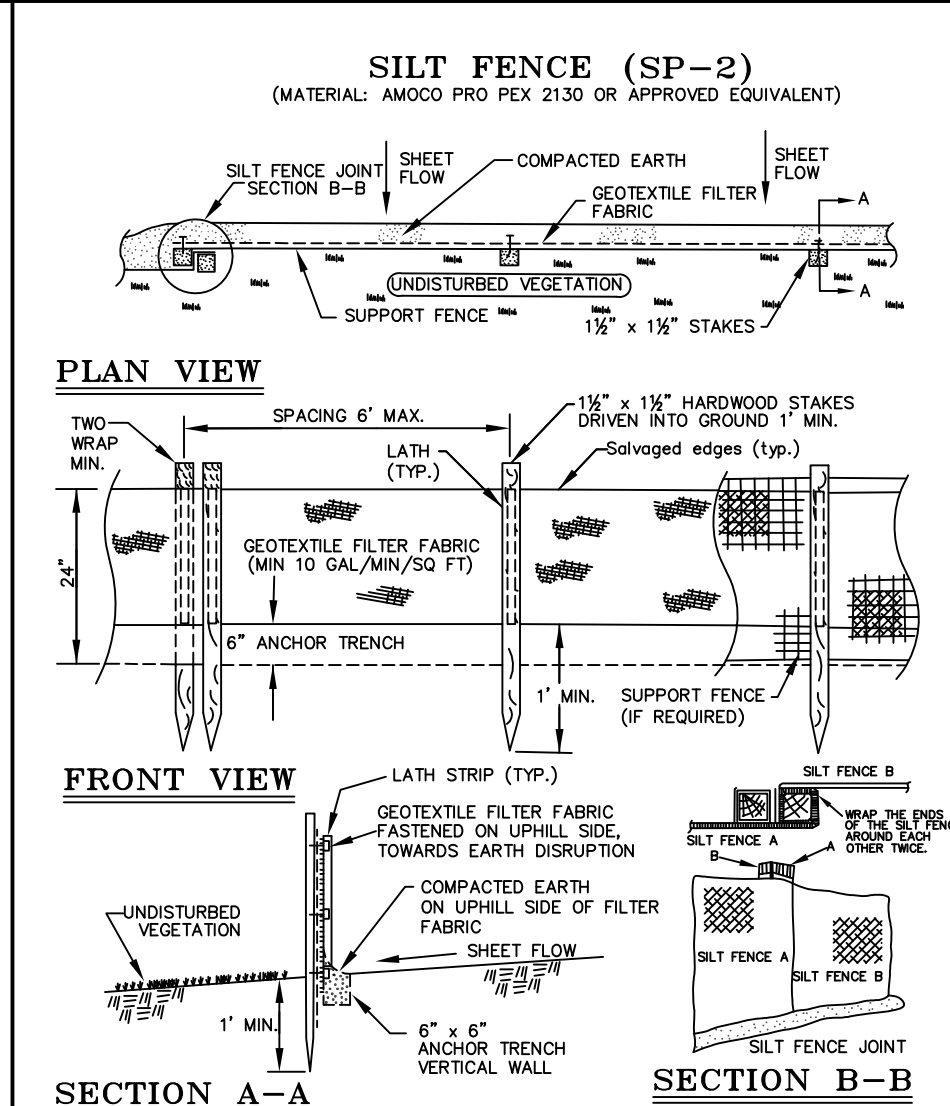
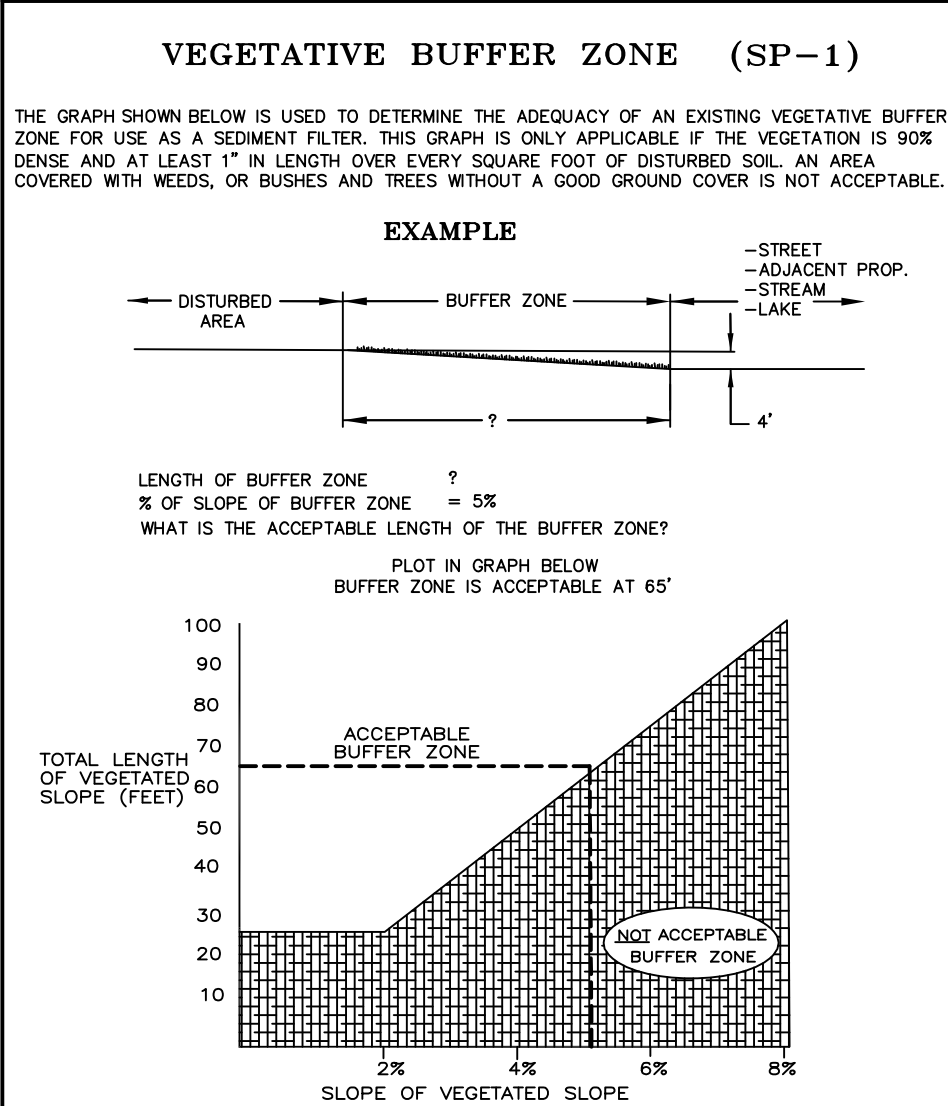
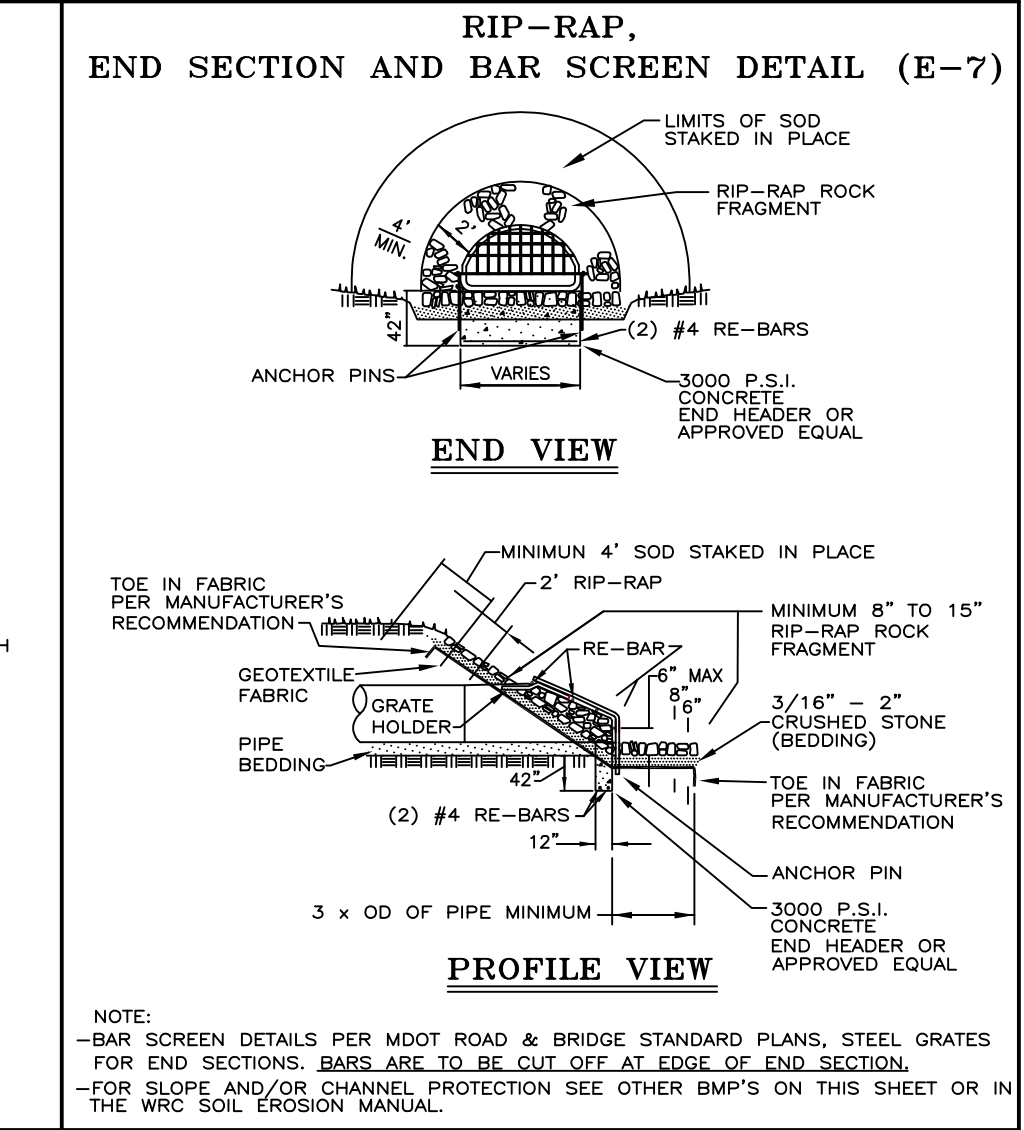
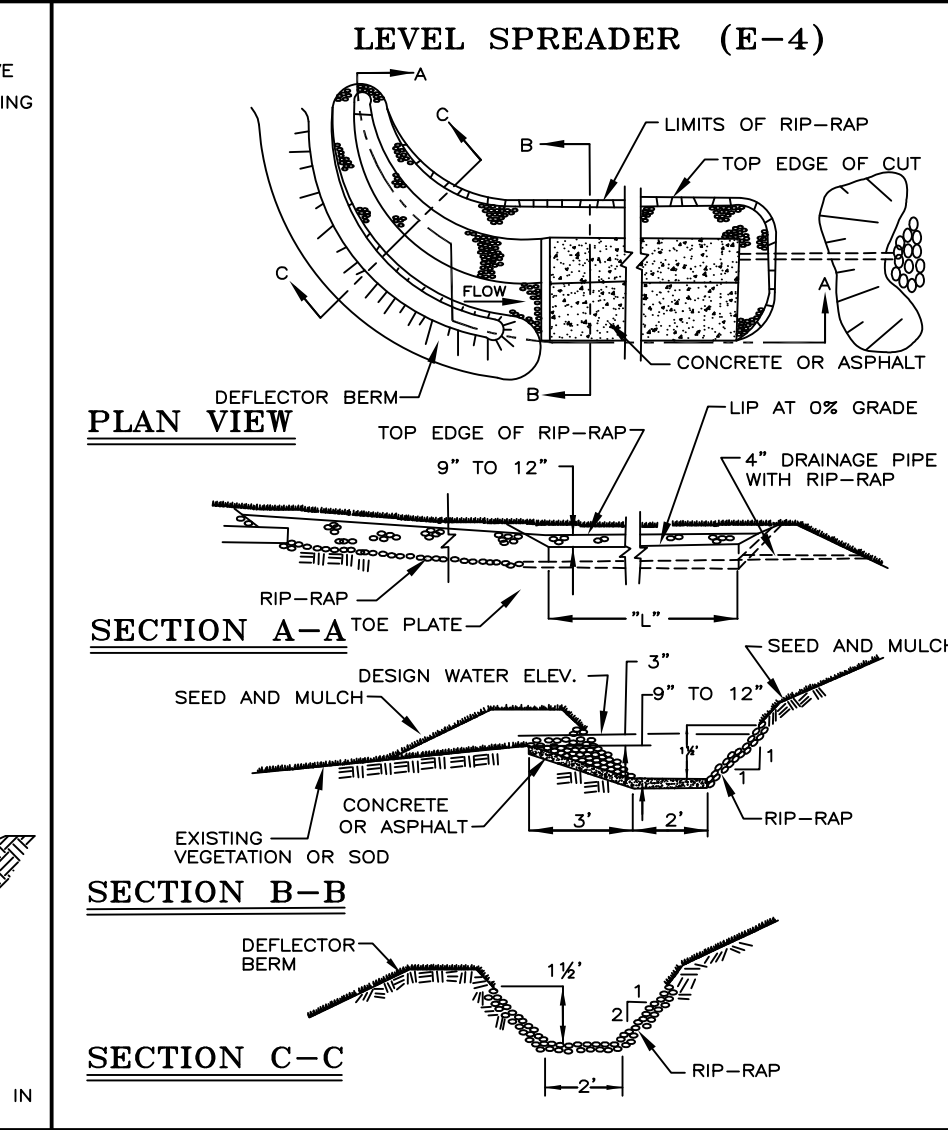
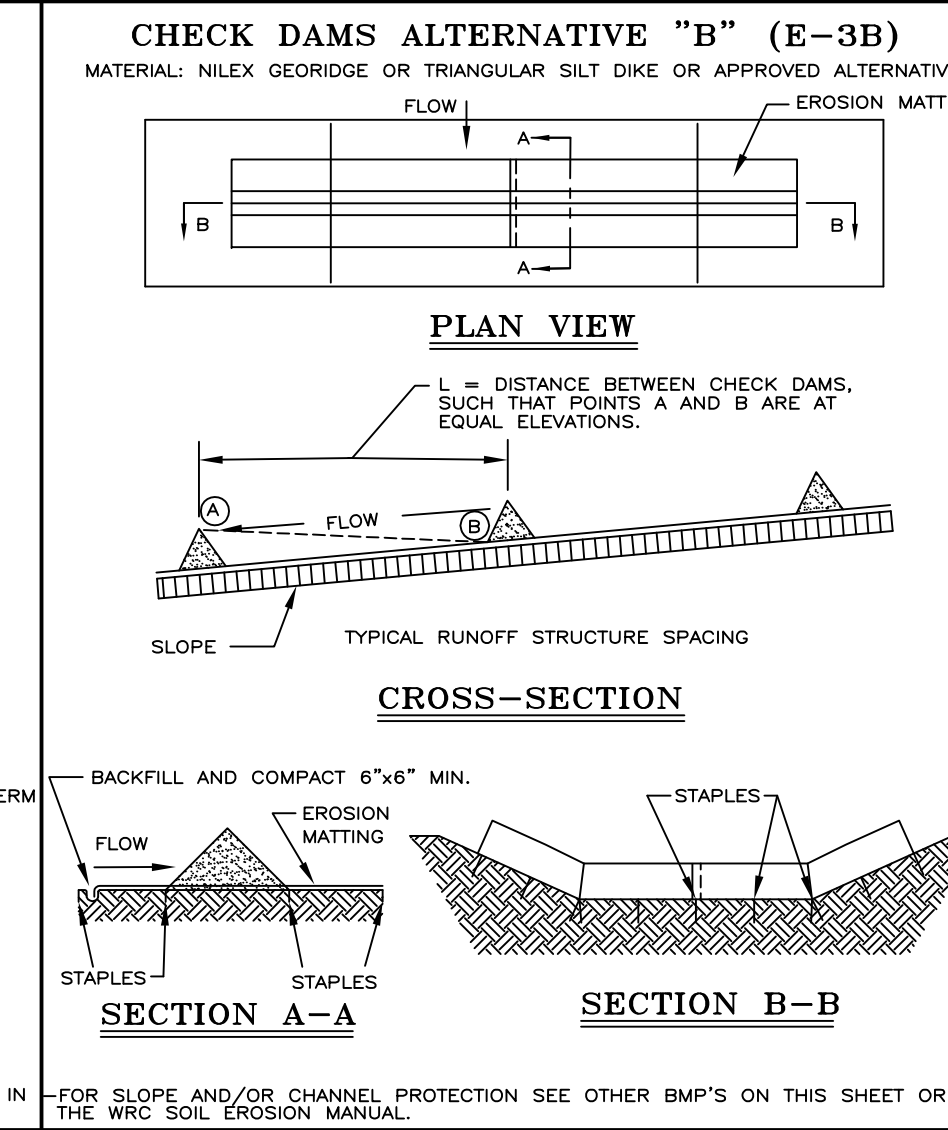
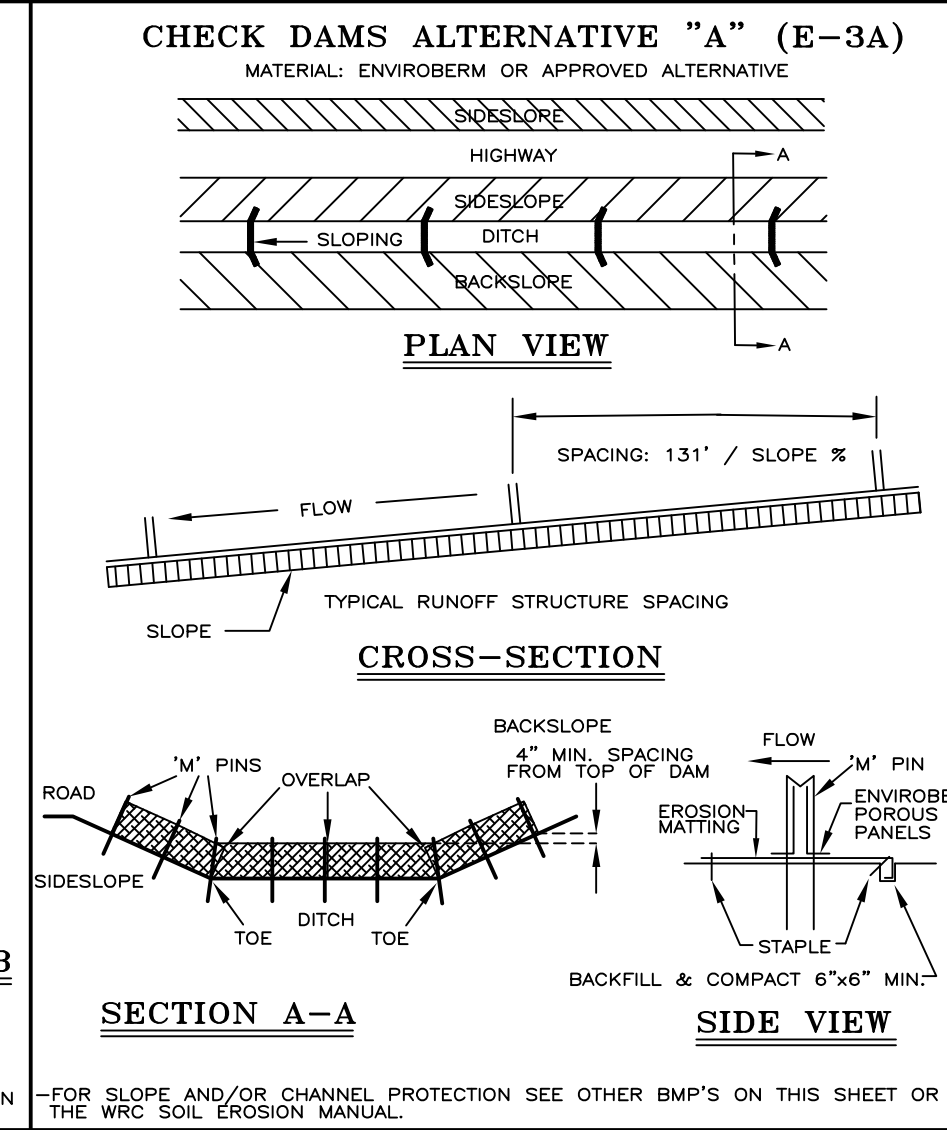
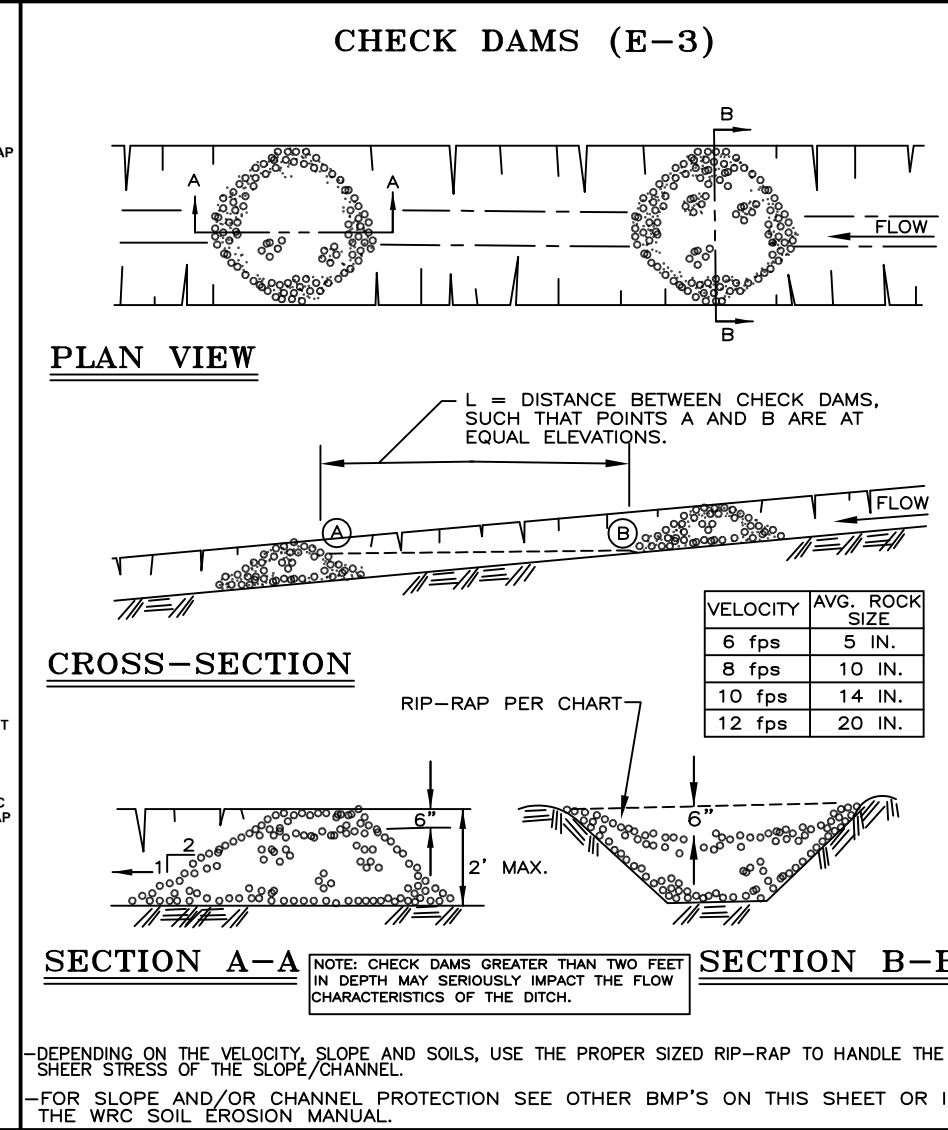
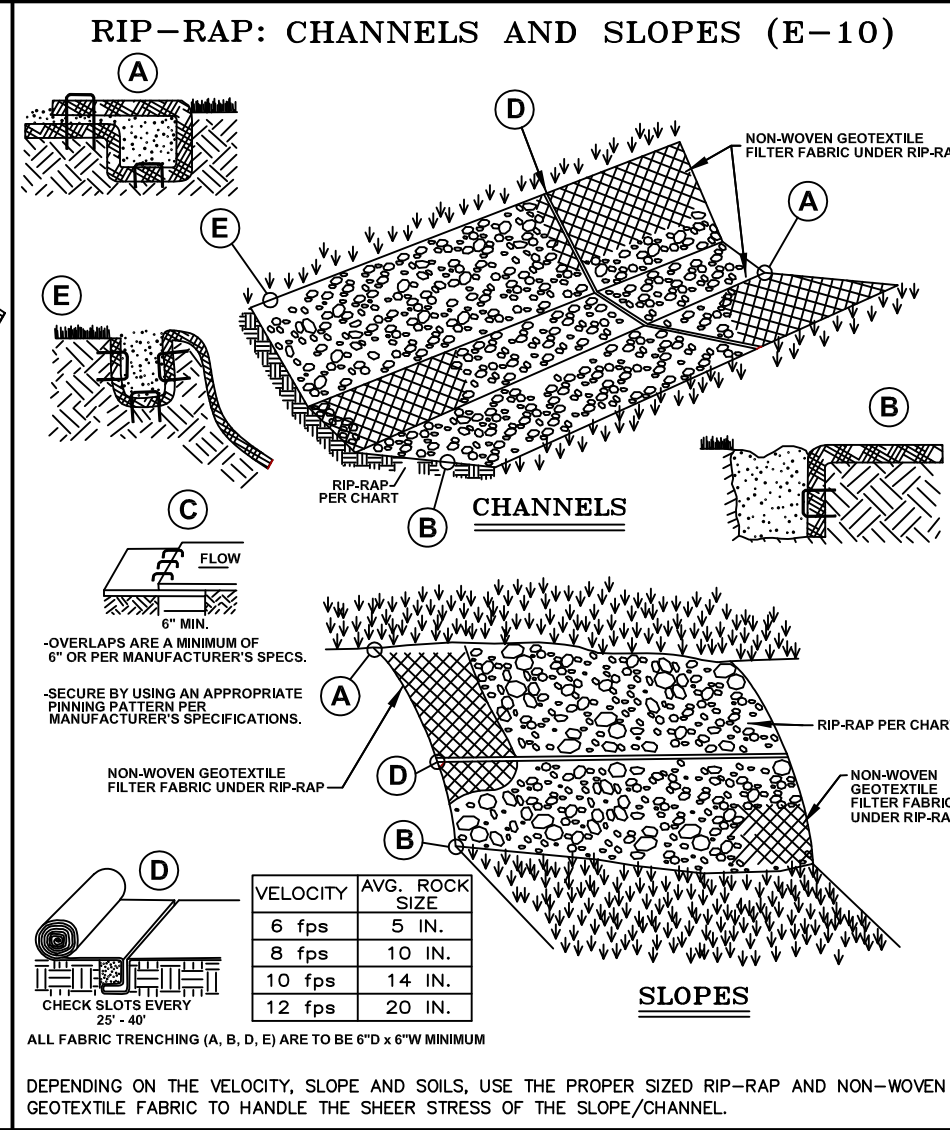
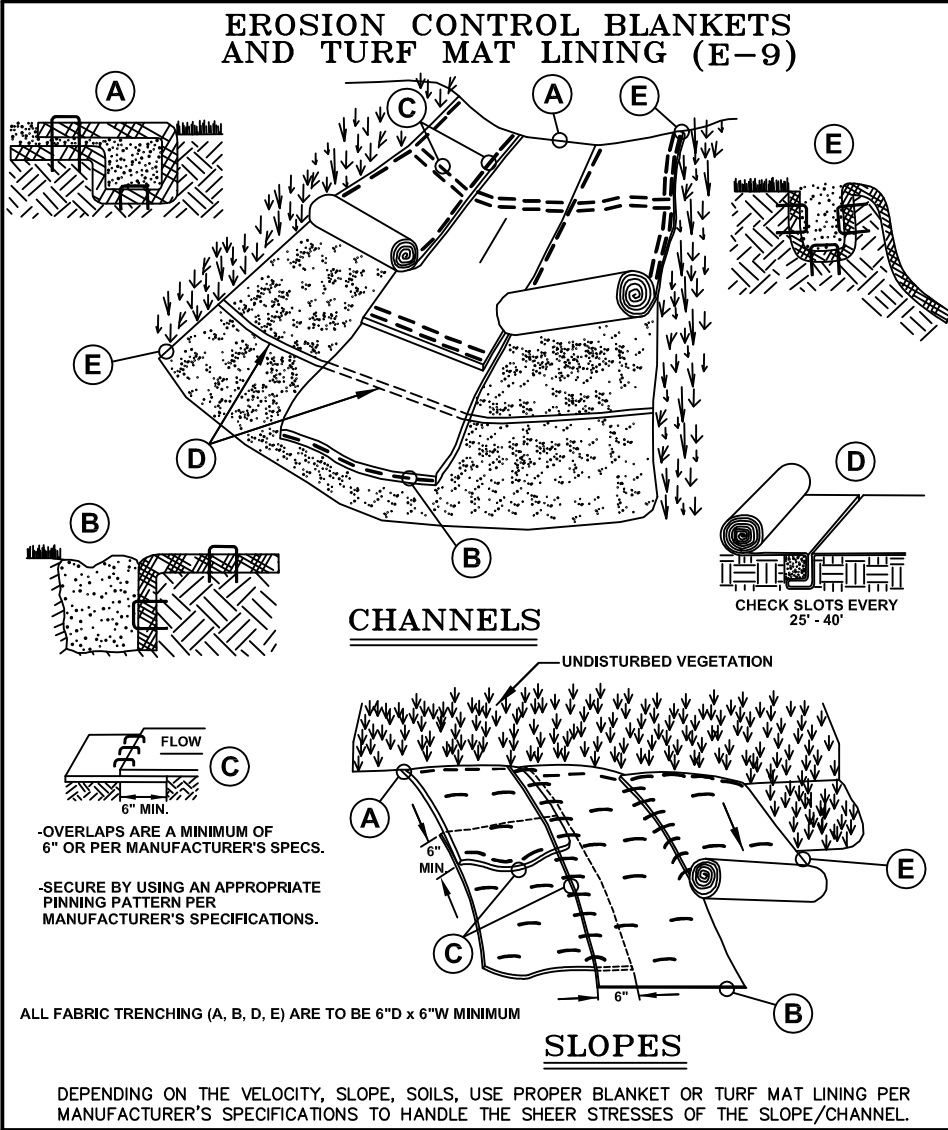
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4
03-180.1



NOTE:

WHILE PERFORMING WORK INVOLVING GROUNDS MAINTENANCE AND/OR THE CONSTRUCTION/MAINTENANCE OF ANY INFRASTRUCTURE, INCLUDING ROADS, WATER MAINS, SANITARY SEWERS, STORM DRAINS AND STORM WATER BEST MANAGEMENT PRACTICES (BMPs), CONTRACTORS SHALL MINIMIZE POLLUTION FROM STORM WATER RUNOFF THAT CAN AFFECT WATER QUALITY RELATED TO WORK ACTIVITIES. POLLUTANTS THAT COULD IMPAIR WATER QUALITY MAY INCLUDE FUEL, GREASE AND OIL, NUTRIENTS, BACTERIA AND PATHOGENS, LITTER AND DEBRIS, AND SOIL EROSION AND SEDIMENTATION. APPLICABLE BMPs SHALL BE IMPLEMENTED BY THE CONTRACTOR TO THE MAXIMUM EXTENT PRACTICABLE TO PROTECT WATER QUALITY AND WILDLIFE HABITAT.

SOIL EROSION AND SEDIMENTATION CONTROL DETAILS

REVISION BLOCK

Rev.	By	Desc.
1	WRC	PROPOSED DETAIL
2	WRC	FOR CONSTRUCTION APPROVAL/NAME CHANGES
3	WRC	FOR CONSTRUCTION APPROVAL/NAME CHANGES
4	WRC	FOR CONSTRUCTION APPROVAL/NAME CHANGES

ORIG. DATE: 01/01/01

SCALE: NONE

DESIGNED BY: WRC

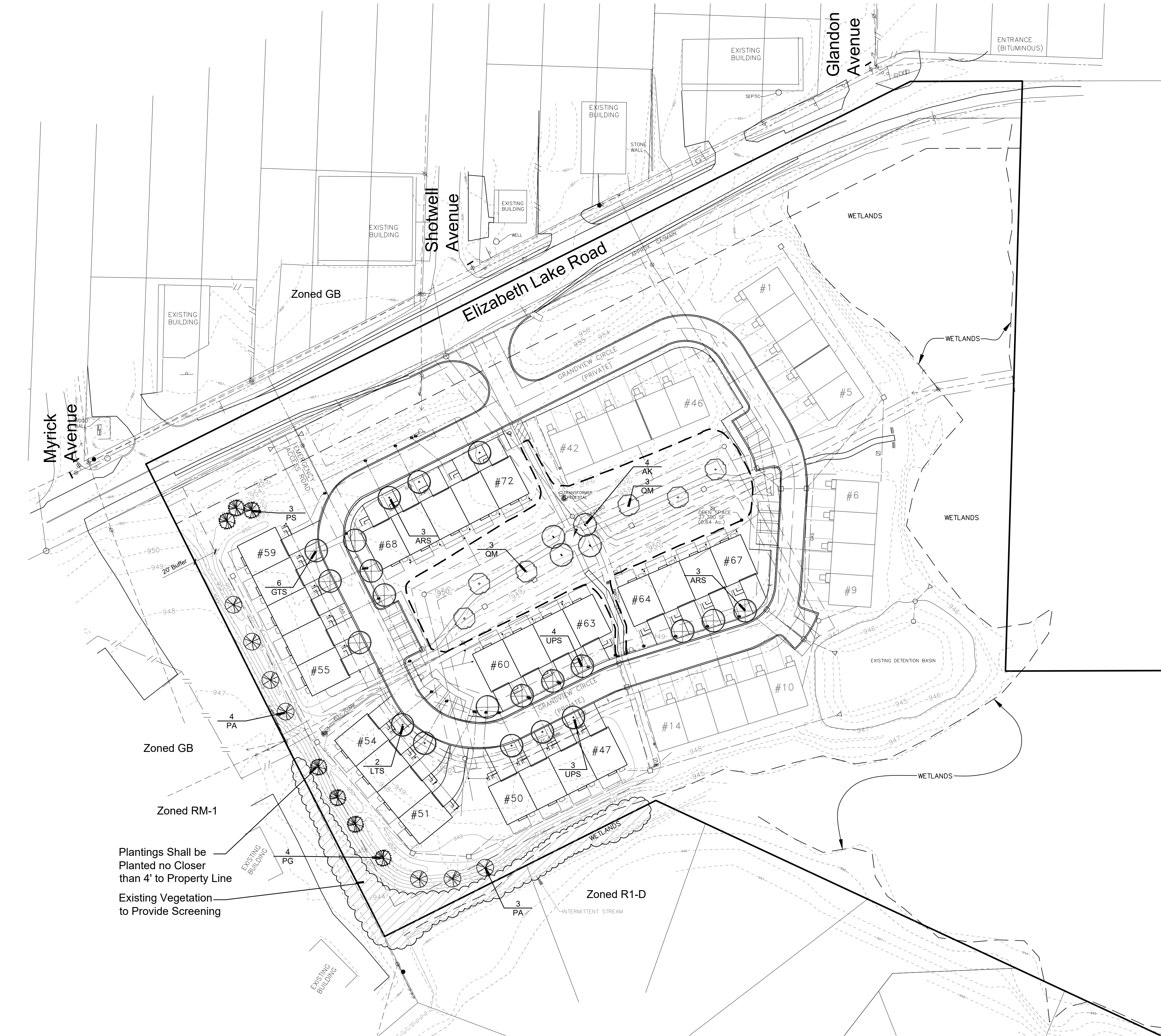
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WRC WATER RESOURCES COMMSSION

ONE PUBLIC WORKS DRIVE, BLDG 95 WEST WATERFORD, MICHIGAN 48305-1907

SHEET NO.: 5

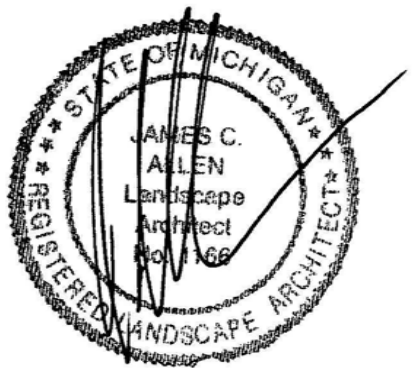
1 of 1



Typical Unit

$$1'' = 20'$$

Seal:



Title:

Landscape Plan

Project:

Elizabeth Trace
White Lake Township, Michigan

Prepared for:

Alpine Engineering, Inc.
46892 West Road, Suite 109
Novi, Michigan 48377

Revision:

Review	October 24, 2024
Revised	November 1, 2024
Revised	November 15, 2024
Revised	December 5, 2024
Revised	December 20, 2024
Revised	January 31, 2025

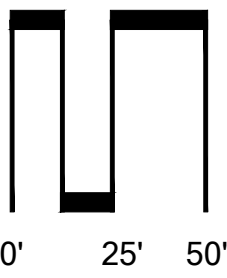
Issued:

October 24, 2024
November 1, 2024
November 15, 2024
December 5, 2024
December 20, 2024
January 31, 2025

Landscape Summary

Existing Zoning	RM-1
Land Use Buffer A-2	
Buffer Length	662' (South and West)
Deciduous Trees Required	22 Trees (662 / 30)
Deciduous Trees Provided	0 Trees (Waiver Requested)
Evergreen Trees Required	22 Trees (662 / 30)
Evergreen Trees Provided	11 Trees (Waiver Requested)
Shrubs Required	176.5 Shrubs (662 / 30) x 8
Shrubs Provided	0 Shrubs (Waiver Requested)
Interior Open Space	
Remaining Undeveloped Land	
Exclusive of Wetlands	162,000 s.f.
Open Space Required	24,300 s.f. (162,000 x 15%)
Open Space Provided	27,700 s.f.
Trees Required	81 Trees (24,300 / 300)
Trees Provided	13 Trees (Waiver Requested)
Shrubs Required	405 Shrubs (24,300 / 300) x 5
Shrubs Provided	78 Unit Shrubs (Waiver Requested)

Note:
No Site Lighting is Proposed.



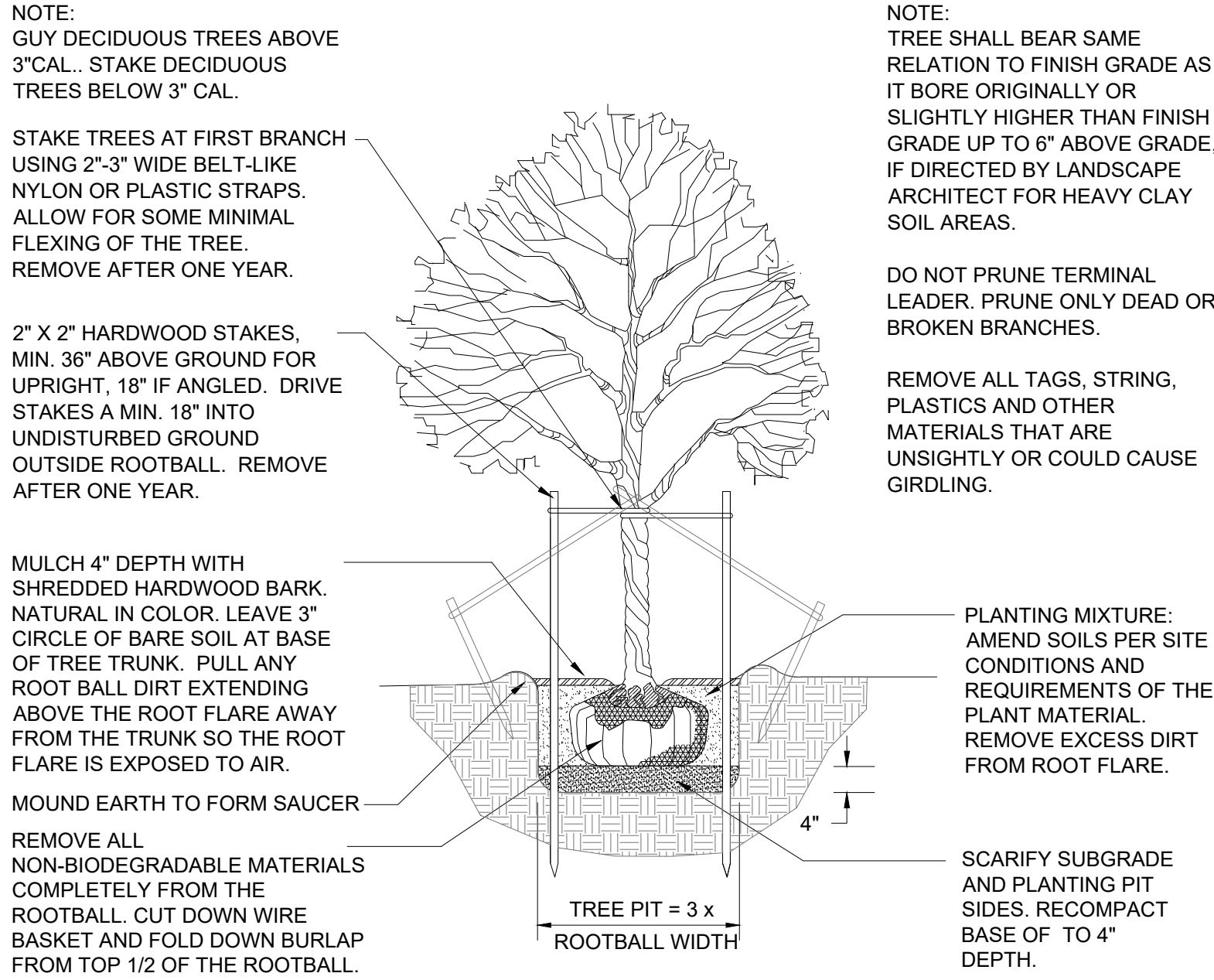
NORTH
1"=50'

Sheet No.

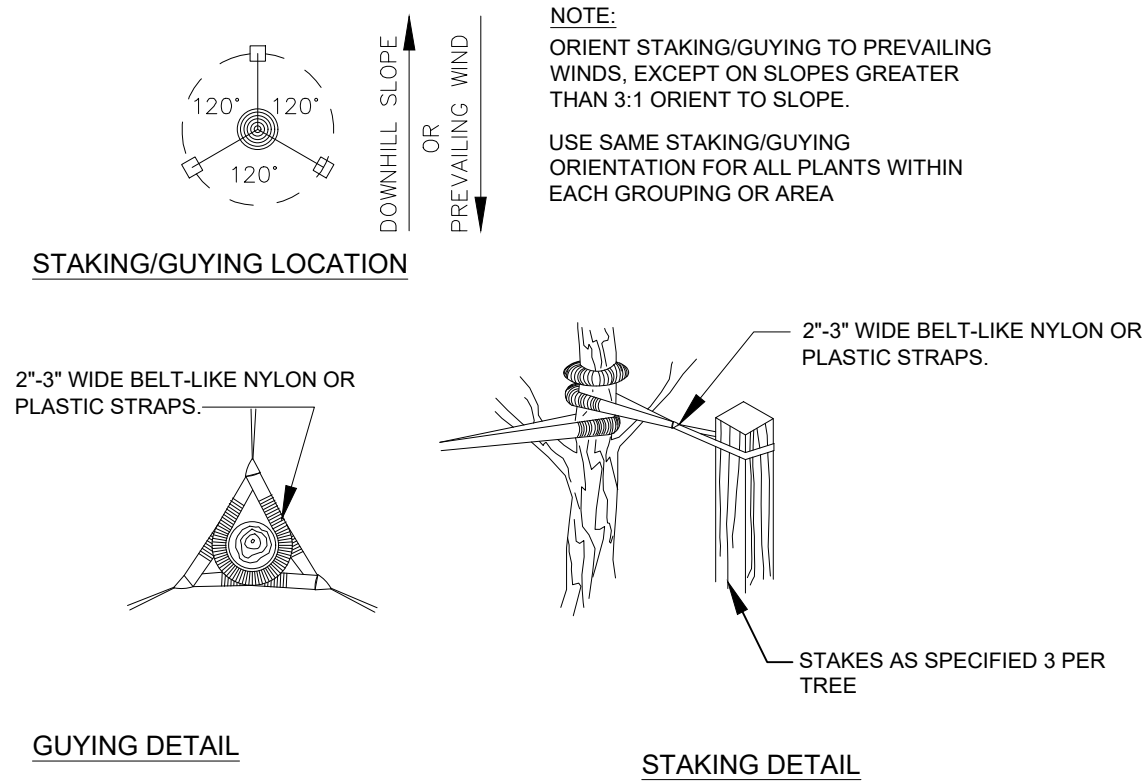
L-1



**Know what's below.
Call before you dig.**

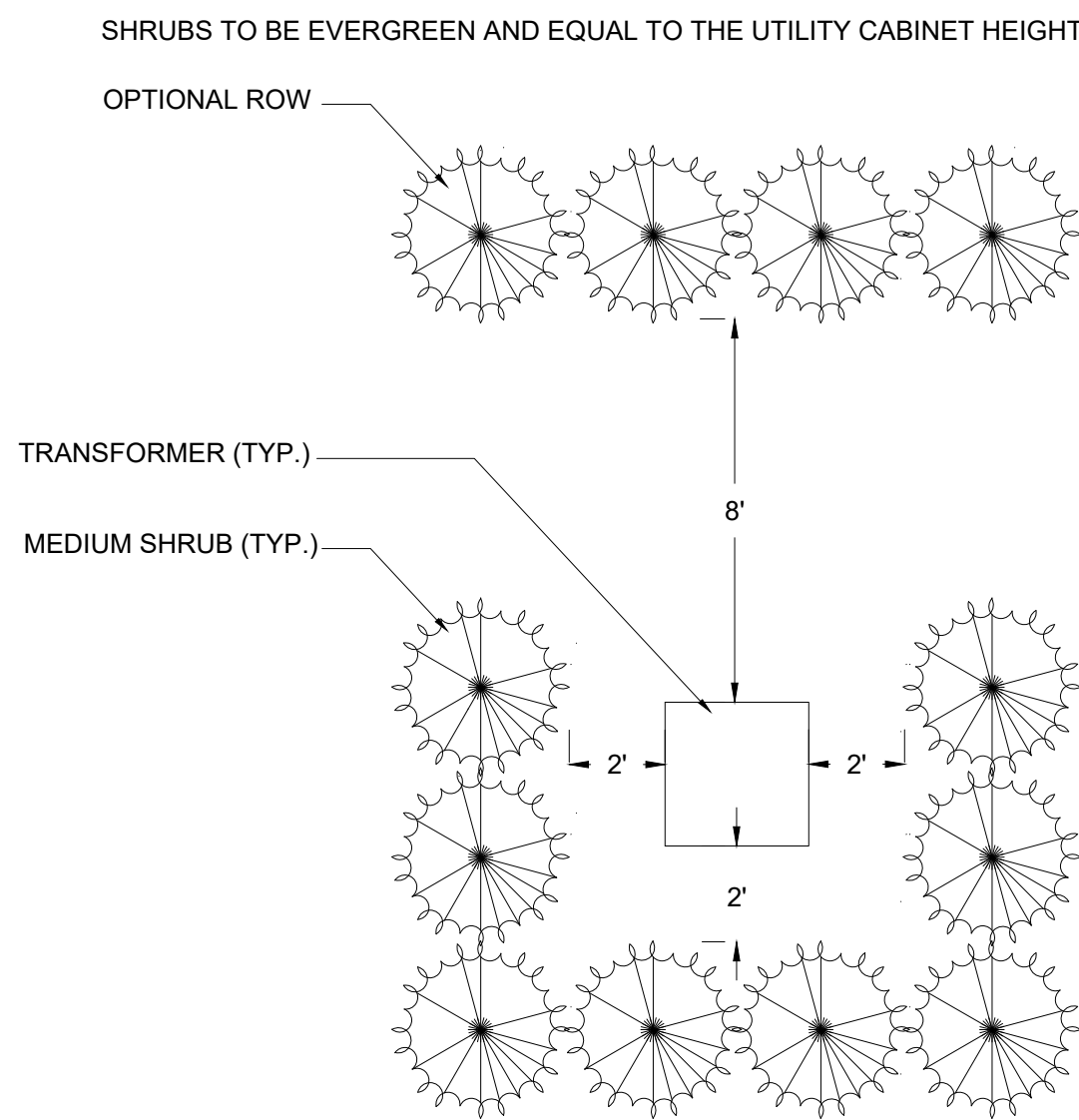


DECIDUOUS TREE PLANTING DETAIL



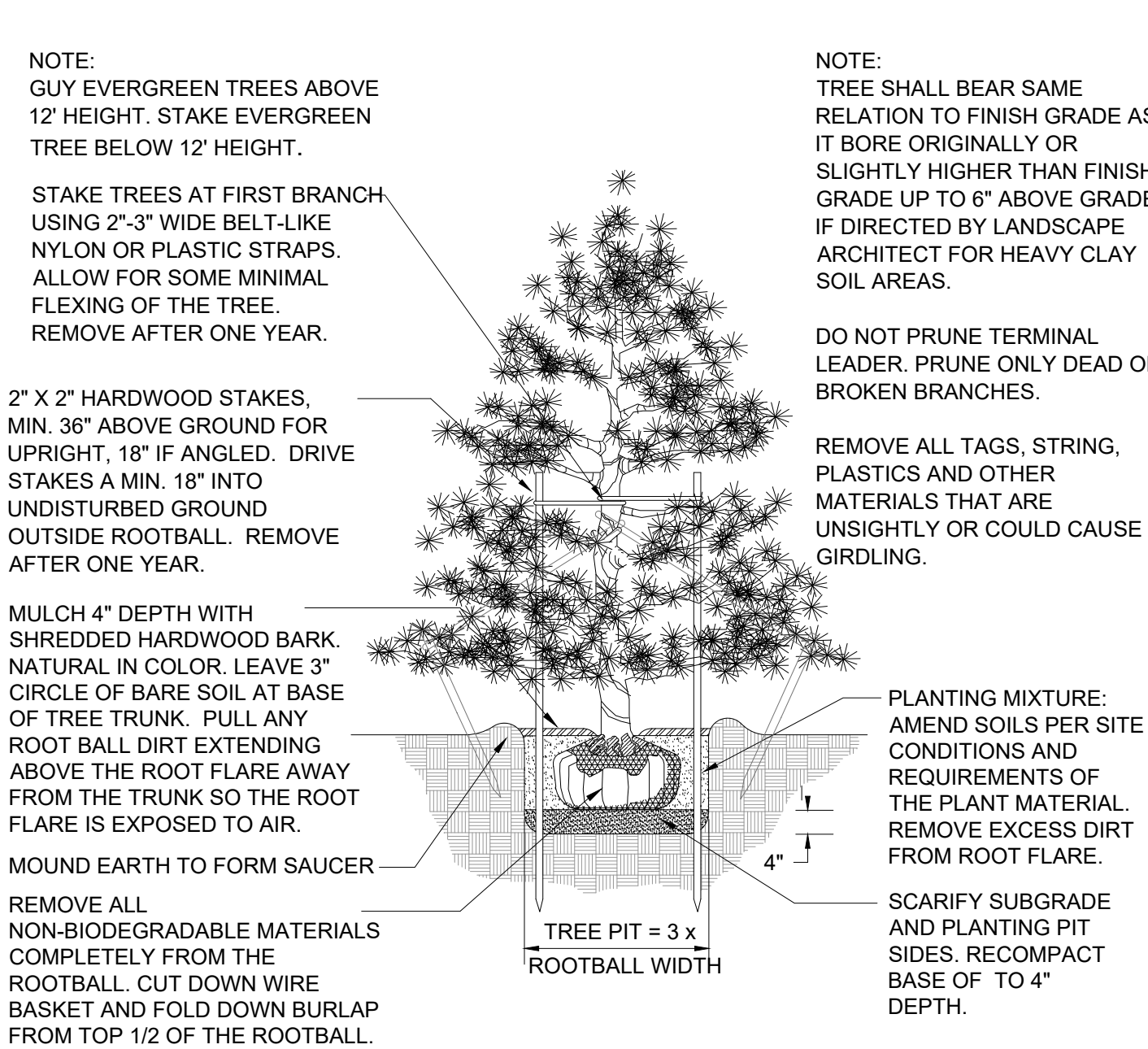
TREE STAKING DETAIL

Not to scale



TRANSFORMER SCREENING DETAIL

Not to scale



EVERGREEN TREE PLANTING DETAIL

NOTES:

PRUNE AS SPECIFIED
STAKE 3 LARGEST STEMS, IF
TREE HAS MORE THAN 3
LEADERS
SET TREE STAKES VERTICAL
AND AT SAME HEIGHT.

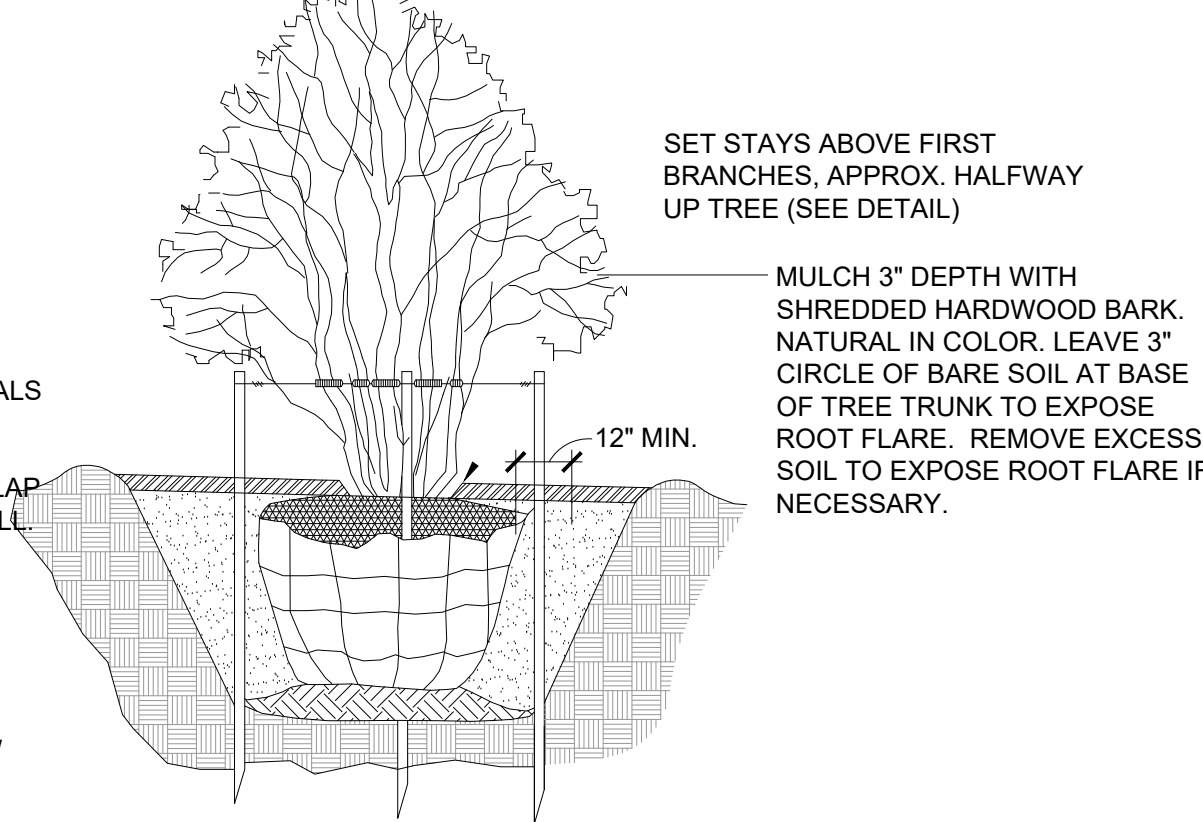
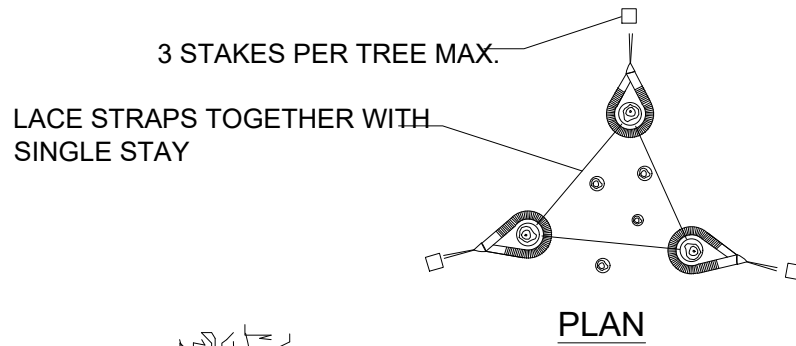
MOUND TO FORM SAUCER

REMOVE ALL
NON-BIODEGRADABLE MATERIALS
COMPLETELY FROM THE
ROOTBALL. CUT DOWN WIRE
BASKET AND FOLD DOWN BURLAP
FROM TOP 1/3 OF THE ROOTBALL.

PLANT MIXTURE AS SPECIFIED

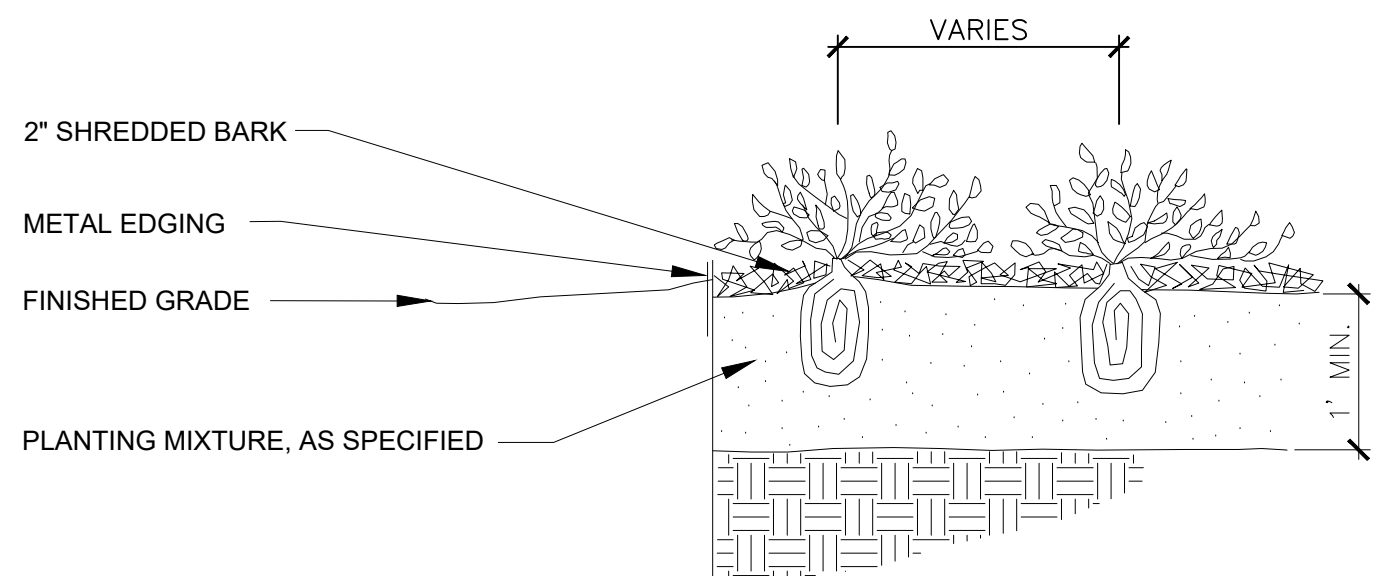
SCARIFY SIDES TO 4"
DEPTH AND RECOMPACT

STAKES TO EXTEND 12" BELOW
TREE PIT IN UNDISTURBED
GROUND



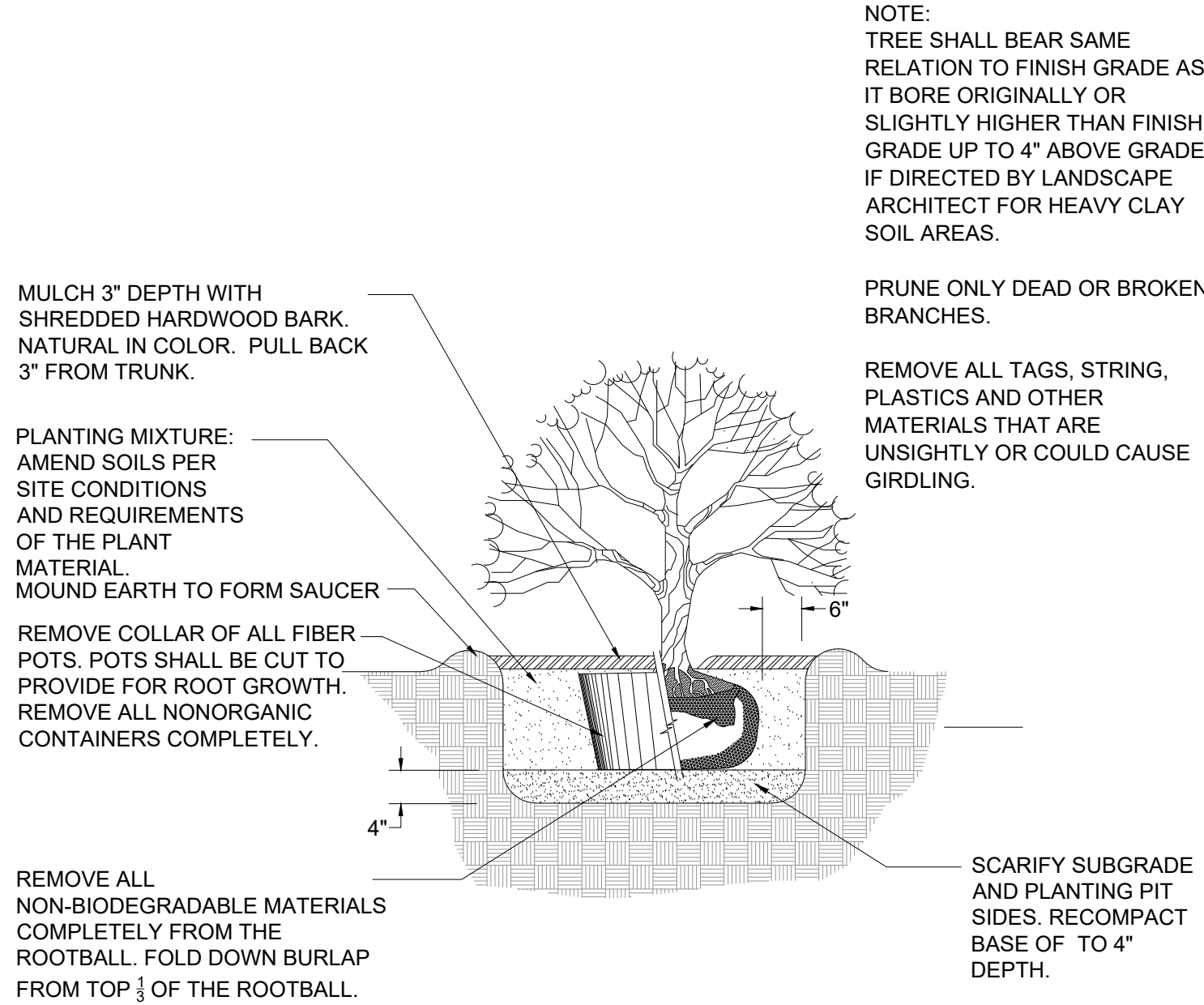
MULTI-STEM TREE PLANTING DETAIL

Not to scale



PERENNIAL PLANTING DETAIL

Not to scale



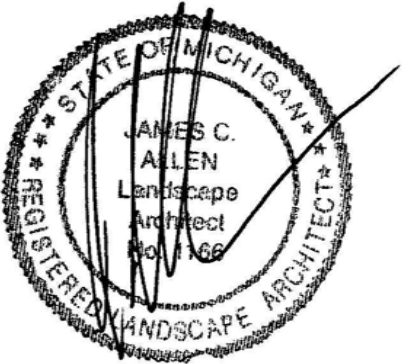
SHRUB PLANTING DETAIL

NOT TO SCALE

LANDSCAPE NOTES

- All plants shall be north Midwest American region grown, No. 1 grade plant materials, and shall be true to name, free from physical damage and wind burn.
- Plants shall be full, well-branched, and in healthy vigorous growing condition.
- Plants shall be watered before and after planting is complete.
- All trees must be staked, fertilized and mulched and shall be guaranteed to exhibit a normal growth cycle for at least two (2) full years following City approval.
- All material shall conform to the guidelines established in the most recent edition of the American Standard for Nursery Stock.
- Provide clean backfill soil, using material stockpiled on site. Soil shall be screened and free of any debris, foreign material, and stone.
- "Agriform" tabs or similar slow-release fertilizer shall be added to the planting pits before being backfilled.
- Amended planting mix shall consist of 1/3 screened topsoil, 1/3 sand and 1/3 compost, mixed well and spread to the depth as indicated in planting details.
- All plantings shall be mulched per planting details located on this sheet.
- The Landscape Contractor shall be responsible for all work shown on the landscape drawings and specifications.
- No substitutions or changes of location, or plant types shall be made without the approval of the Landscape Architect.
- The City of Novi's Landscape Architect shall be notified in writing of any discrepancies between the plans and field conditions prior to installation.
- The Landscape Contractor shall be responsible for maintaining all plant material in a vertical condition throughout the guaranteed period.
- The Landscape Architect shall have the right, at any stage of the installation, to reject any work or material that does not meet the requirements of the plans and specifications, if requested by owner.
- Contractor shall be responsible for checking plant quantities to ensure quantities on drawings and plant list are the same. In the event of a discrepancy, the quantities on the plans shall prevail.
- The Landscape Contractor shall seed and mulch or sod (as indicated on plans) all areas disturbed during construction, throughout the contract limits.
- A pre-emergent weed control agent, "Preen" or equal, shall be applied uniformly on top of all mulching in all planting beds.
- Sod shall be two year old "Baron/Cherladelph" Kentucky Blue Grass grown in a sod nursery on loam soil.

Seal:



Title:

Landscape Details

Project:

Elizabeth Trace

White Lake Township, Michigan

Prepared for:

Alpine Engineering, Inc.
46892 West Road, Suite 109
Novi, Michigan 48377

Revision:

Review
Revised
Revised
Revised
Revised
Revised

Issued:

October 24, 2024
November 1, 2024
November 5, 2024
December 5, 2024
December 20, 2024
January 31, 2025

Job Number:

24-070

Drawn By:

jca

Checked By:

jca

Sheet No.



**WHITE LAKE TOWNSHIP
PLANNING COMMISSION
MARCH 6, 2025**

CALL TO ORDER

Chairperson Carlock called the meeting to order at 6:30 P.M. She then led the Pledge of Allegiance.

ROLL CALL

Present:

T. Joseph Seward
Merrie Carlock, Chairperson
Scott Ruggles, Township Board Liaison
Mona Sevic
Robert Seeley, Vice Chair
Debby Dehart

Absent:

Pete Meagher

Others:

Sean O'Neil, Community Development Director
Dave Hieber, Assessor
Andrew Littman, Staff Planner
Mike Leuffgen, DLZ
Hannah Kennedy-Galley, Recording Secretary

APPROVAL OF THE AGENDA

MOTION by Commissioner Seward, seconded by Commissioner Seeley to approve the agenda as presented. The motion carried with a voice vote: (6 yes votes).

APPROVAL OF MINUTES

A. January 16, 2025

MOTION by Commissioner Seeley seconded by Commissioner Seward to approve the minutes as presented. The motion carried with a voice vote: (6 yes votes).

CALL TO THE PUBLIC (FOR ITEMS NOT ON THE AGENDA)

None.

PUBLIC HEARING

A. **Zoning Ordinance Amendment - Article 5.0 Site Standards**

Director O'Neil stated that there is a demand for taller accessory structures on the north end of the Township. The amendment would apply only to two-acre or bigger lots zoned SF or AG.

Chairperson Carlock opened the public hearing at 6:35 P.M. Seeing none, she closed the public hearing at 6:36 P.M.

MOTION by Commissioner Seward, seconded by Seeley to recommend approving the amendment to Zoning Ordinance No. 58, Article 5.7 - Accessory Buildings or Structures in Residential Districts to the Township Board. The motion carried with a voice vote: (6 yes votes).

NEW BUSINESS

A. PA116 Farmland and Open Space Preservation

Trustee Ruggles stated he had a few properties of his own enrolled in the public act. There is no effect on the Township. Assessor Heiber said the Oakland Conversation District has given pre-approval, so the Planning Commission will need to approve the request. Then, the Township Board will consider the request and, if approved, send it to the Oakland Conversation District for final approval.

MOTION by Commissioner Seeley, seconded by Commissioner Sevic to approve PA 116 Farmland and Open Space Preservation for the property located at 3049 Steeple Hill Road, contingent on Oakland Conservation District approval. The motion carried with a voice vote: (6 yes votes).

B. Elizabeth Trace

Identified as parcel number 12-26-204-038, located on the south side of Elizabeth Lake Road, east of Union Lake Road, consisting of 10.28 acres.

Request: **Amended preliminary and final site plan approvals**

Applicant: PH Homes

Director O'Neil briefly reviewed the applicant's request. The original approval of the Elizabeth Trace development was granted in 2004. He said the current applicant will be changing the floorplan of the proposed units but is largely trying to match the existing units with similar colors and materials. He said the current residents of Elizabeth Trace are favorable to the development being completed.

Mr. Leuffgen reviewed his letter. He noted a hold harmless agreement would need to be in place to protect the Township from potential work that the Township might need to do in stormwater easements.

Jim Eppink, 27 South Squirrel, was present to represent the applicant. He said the intention is to complete the neighborhood and modernize it. The new buildings will be 2' wider than the existing buildings. 26 units are being proposed. The patios will be located in a private storm sewer easement, and the HOA will ultimately maintain it. He didn't foresee issues in maintaining the storm sewer. The conflict with the patio is regulated to the concrete patios only, not the buildings themselves. Some of the units will have ejector pumps that will be privately maintained. He said he is willing to work with DPS to make sure they are satisfied with the condition of the stormwater sewer and will be entering into all the necessary easement agreements. A handful of variances will be requested, and are most likely caused due to new ordinance standards being applied to an existing older development.

Commissioner Seeley stated that the sidewalk is a must, and there is a property to the west of the site that will be connected to the sidewalk eventually. Mr. Eppink said he understood.

Tom Gizoni, 46892 West Rd #109, said the right of way in the area is tight with extensive landscaping. There is a large wetland system northeast of the site that will require 250' of boardwalk.

Commissioner Carlock asked if the wetland was on the subject property. Mr. Gizoni confirmed., and said constructing a sidewalk would be a challenge.

Commissioner Seward stated he did not like the straight flat rooflines in the front of the property. Mr. Eppink presented elevations. Commissioner Carlock said she wanted to see more brick on the buildings to be consistent with the existing buildings.

Commissioner Dehart asked if there would be bedrooms on the first floor. Mr. Eppink said the bedrooms are on the second floor, and the daytime living space is on the first floor. There will be basements. The price point will be somewhere around the upper \$300,000.

Commissioner Seward said he did not like the vinyl siding on the ends of the buildings. Mr. Eppink said he wanted to provide a modern living space and was constrained by setbacks and easements. The front exterior was articulated, and the interior living space was maximized.

The Planning Commission stated that the rear of the proposed buildings is not as aesthetically pleasing as the front of the buildings. They suggested a few cantilevers in the back over the windows. Director O'Neil said the Planning Commission can give the applicant guidance and it will be worked on within the Planning Department.

Commissioner Seeley restated the importance of a sidewalk surrounding the site.

MOTION by Commissioner Seeley, seconded by Commissioner Sevic, to recommend approval of the amended preliminary site plan to the Township Board for Elizabeth Trace, identified as parcel number 12-26-204-038, subject to sidewalk installation along the entire manicured portion of the right of way, and for the applicant to investigate a sidewalk being done on the east and to install the sidewalk (if it is a simple sidewalk), 6' brick on the rear of the building, and the additional bump-outs/dormers on the rear of the buildings, and all other variances agreed to. The applicant shall work with the Planning Department for additional details. The motion carried with a roll call vote: (6 yes votes). (Sevic/yes, Ruggles/yes, Carlock/yes, Seward/yes, Seeley/yes, Dehart/yes).

MOTION by Commissioner Seeley, seconded by Commissioner Ruggles to approve the final site plan for Elizabeth Trace, identified as parcel number 12-26-204-038, subject to the applicant addressing all comments in the preliminary site plan motion, approval of the preliminary site plan by the Township Board, and approval of all variances from ZBA. The motion carried with a roll call vote: (4 yes votes). (Seeley/no, Dehart/yes, Seward/no, Carlock/yes, Sevic/yes, Ruggles/yes).

CONTINUING BUSINESS

None.

OTHER BUSINESS

A. Conceptual review/discussion - Bogie Lake Road & Cedar Island Road

Director O'Neil briefed the Planning Commission on the site's history and the applicant's intended use. A conceptual site plan was presented.

Jim Eppink, on behalf of the applicant, said the entrance could be paved. Three different product types are being considered.

Commissioner Seward asked Mr. Eppink how the project fits into the Master Plan. He stated that the project is better than acre lots, and its proximity to the school campus will bring more families to the Township.

The Planning Commission shared their concerns regarding density, sidewalk connections, and community benefits.

Mary Earley, 5925 Pine Ridge Court, said the project's density is too much.

LIAISON'S REPORT

Commissioner Ruggles said the Phase 1 bid for Stanley Park to Cortis Brothers. Construction is scheduled to begin in April. The Board decided to move forward with the \$500,000 match for Stanley Park Phase 2 construction.

The February ZBA meeting was canceled.

Parks and Rec will hold a public hearing on Saint Patrick's Day to hear opinions on the elements for Stanley Park Phase 2.

DIRECTOR'S REPORT

Director O'Neil stated repair is ongoing to the damaged light poles on Elizabeth Lake Road. The Civic Center construction is moving along. The Avalon project is looking to secure easements from the Huron Valley School District. White Lake Motors is looking to resubmit its site plans and concurrently submit them for preliminary and final site plan approval.

NEXT MEETING DATE: March 20, 2025 & April 3, 2025

ADJOURNMENT

MOTION by Commissioner Seeley, seconded by Commissioner Dehart, to adjourn at 8:50 P.M. The motion carried with a voice vote: (6 yes votes).