

Director's Report

Project Name: Edendale

Description: Planned Development Agreement for Final PC Consideration

Date on Agenda this packet pertains to: September 03, 2026

☐ Public Hearing

☐ Special Land Use

☐ Initial Submittal

☒ Planned Development Agreement

☐ Revised Plans

☐ Other:

☐ Preliminary Approval

☐ Final Site Plan Approval

Contact	Consultants & Departments	Approval	Denial	Approved w/Conditions	Other	Comments
Sean O'Neil	Community Development Director	☐	☐	☒	☐	Based on comments from staff & consultants
Lisa Hamameh	Township Attorney	☐	☐	☒	☐	See attached Agreement

PLANNED BUSINESS DEVELOPMENT AGREEMENT

EDENDALE CROSSING

THIS PLANNED BUSINESS DEVELOPMENT AGREEMENT (the “Agreement”), dated _____, 2026, is made and entered into by and between the **CHARTER TOWNSHIP OF WHITE LAKE**, a Michigan municipal corporation, having the address of 7525 Highland Road, White Lake, Michigan 48383 (the “Township”), and **PH COMMUNITIES LLC**, a Michigan limited liability company, whose address is 8225 Cascade St. Suite 110, Commerce, Michigan 48382 (“Edendale”).

RECITALS:

A. Edendale is the fee owner of the real property in White Lake Township, Michigan, which is more particularly described on **Exhibit A**, attached hereto and made a part hereof (hereinafter referred to as the “Property”).

B. The Property is zoned PB, Planned Business District, and is currently designated as Neighborhood Residential on the 2024 Master Plan Future Land Use Map.

C. This Planned Development is comprised of nine adjacent parcels and consists of 45.47 acres of real property located at the northwest corner of Bogie Lake Road and Cedar Island Road, as described on Exhibit A.

D. Edendale applied to the Township to develop the Property as a 115-unit residential site condominium development using the Planned Development (PD) process under the Township's Zoning Ordinance and submitted a corresponding preliminary site plan. The development was proposed in two phases (60 units in Phase I and 55 units in Phase II).

E. On December 4, 2025, the Planning Commission, after having held a public hearing on that date, recommended approval of the rezoning, subject to various conditions including a recommendation of approval by the Planning Commission of the preliminary site plan; and recommended denial of the preliminary site plan prepared by J. Eppink Partners, Inc., dated July 2, 2025, with a revision date of November 12, 2025.

F. Edendale submitted a revised preliminary site plan prepared by J. Eppink Partners, Inc., dated July 2, 2025, with a revision date of December 18, 2025, and the Planning Commission reconsidered its prior recommendation to deny the preliminary site plan at its January 15, 2026 meeting. The Planning Commission recommended denial of the *revised* preliminary site plan, finding that the *revised* preliminary site plan, revised December 18, 2025, did not meet the intent and goals of the Township’s Master Plan.

G. On January 20, 2026, the Township Board considered the *revised* preliminary site plan, prepared by J. Eppink Partners, Inc., dated July 2, 2025, with a revision date of December 18, 2025, and voted to remand the *revised* preliminary site plan back to the Planning Commission for reconsideration with the recommendation from the Township Board that Edendale remove five lots including lot 17, lot 18 and three lots along Cedar Lake Road, thereby reducing the number of residential units from 120 to 115.

H. Edendale submitted a *second revised* preliminary site plan, prepared by J. Eppink Partners, Inc., dated July 2, 2025, with a revision date of January 25, 2026, which *second revised* preliminary site plan incorporated the Township Board's recommended reductions.

I. On February 5, 2026, the Planning Commission voted to reconsider its prior recommendation, considered the *second revised* preliminary site plan, prepared by J. Eppink Partners, Inc., dated July 2, 2025, with a revision date of January 25, 2026, and voted to recommend denial of the *second revised* preliminary site plan, due to concerns regarding traffic, sewer not being a public benefit, lack of water extension, and density.

J. On February 17, 2026, the Township Board considered the *second revised* preliminary site plan, and the recommendation from the Planning Commission and voted to approve the *second revised* preliminary site plan, prepared by J. Eppink Partners, Inc., dated July 2, 2025, with a revision date of January 25, 2026. The Township Board also considered the first reading of the rezoning from R1-A (Single Family Residential) and AG (Agricultural) to PD (Planned Development).

K. On March 17, 2026, the Township Board approved the rezoning from R1-A (Single Family Residential) and AG (Agricultural) to PD (Planned Development).

L. Following Township Board approval, Edendale submitted a revised site plan for final site plan approval, prepared by J. Eppink Partners, Inc. dated July 5, 2025, with a revision date of March 23, 2026, which has been determined by the Community Development Director to be in substantial conformance with the Preliminary Site Plan approved by the Township Board.

M. On _____, 2026, the Planning Commission considered and recommended approval/denial of the Final Site Plan, dated _____ at its _____, 2026 meeting. The Final Site Plan, attached hereto as **Exhibit B** shall be hereinafter referred to as the "PD Plan."

N. The Township considered and relied upon the representations by Edendale of certain public benefits of the Edendale PD, which benefits were summarized in Edendale's Community Impact Statement, dated November 11, 2025, and updated December 18, 2025.

O. In accordance with the Township Zoning Ordinance, Sec. 6.7 B.i.b.(1), Edendale has represented to the Township its objective to be achieved by the development is to provide attainable single-family housing.

P. In accordance with the Township Zoning Ordinance, Sec. 6.7 B.i.b.(2), Edendale has represented to the Township that it intends to construct single-family residential housing that would be attractive to families due the close proximity and connection with the local public school complex and for active empty nesters desiring to stay in the community but wanting more manageable lot sizes with both on-site and accessible off-site amenities, including walking trails and nearby parks and connected school recreational facilities.

Q. In accordance with the Township Zoning Ordinance, Sec. 6.7 B.i.b.(4) and (5), the Traffic Impact Study, prepared by Fleis & Vandenbrink, dated September 28, 2025, and the

Community Impact Statement, dated November 11, 2025, were provided and considered during preliminary site plan review by the Planning Commission at its December 4, 2025 meeting.

The Township desires to ensure that the real property that is depicted on the PD Plan is developed in accordance with, and used for the purposes permitted by the approved PD Plan, the related documents and undertakings of Edendale, and all applicable laws, ordinances, regulations, and standards; and Edendale's desire to proceed with obtaining engineering approval of the proposed site plan and the issuance of permits required to develop the Property in accordance with the approved PD Plan.

NOW, THEREFORE, it is hereby agreed as follows:

1. The Township has granted its approval of the PD Plan and this Agreement under the Planned Development Approval Process of Section 6.7 of the Township's Zoning Ordinance, which approval is subject to the terms and conditions of this Agreement. The parties agree and acknowledge that the Property shall be developed only in accordance with:

(a) all applicable provisions of the White Lake Township Code of Ordinances, including (without limitation) Section 6.7 of the Zoning Ordinance relating to Planned Developments; and

(b) the PD Plan, as such PD Plan was approved by the Township Board on _____, which PD Plan shall also constitute the approved final site plan, lighting and landscape plan for the Development, because Edendale chose to submit the PD Plan in sufficient detail so as to allow the PD Plan to act as the final site plan, lighting and landscape plan for the Development; and

(c) engineering construction plan review and approval by the Township's Engineering Consultant, which plans shall be submitted by Edendale in accordance with all applicable laws, ordinances, regulations and standards; and

(d) this Agreement.

The items listed in 1(a) through (d) above are referred to in this Agreement as the "PD Documents."

2. The permitted use of the Property shall be those permitted in the PD, Planned Development District.

3. The Township's approval of the PD Documents, and the use of the Property and any development thereof, are subject to compliance with this Agreement and the following conditions:

- a. Submission by Edendale of engineering construction plans and approval by the Township's Engineering Consultant. Such plans shall comply with all applicable ordinances, standards, rules, regulations, and requirements of the Township as determined by the Engineering Consultant, including without limitation its comments in the May 4, 2026 correspondence to the Community Development Director relating to the PD Plan.

- b. The requirements of the Township as determined by the Planning Consultant, including without limitation its comments in the Report, issued by Mr. Matteo Passalacqua, of Carlisle Wortman Associates, Inc., the Township's Planning Consultant, dated May 4, 2026, relating to the PD Plan.
- c. The requirements of the Fire Department, including without limitation, the requirements set forth in correspondence dated April 30, 2026, issued by the Fire Department to the Community Development Director, and applicable fire and safety codes adopted by the Township.
- d. Edendale shall take all actions necessary to complete the condominium in accordance with the requirements of the Condominium Act, Act 59 of 1978, as amended, and Sec. 6.1 of the Township's Zoning Ordinance, including the provision of covenants, restrictions and master deed and by-laws for the Condominium (together referred to as "Condominium Documents"). The Condominium Documents shall be subject to review and approval by the Township attorney for compliance with this Agreement and Township ordinances, rules, regulations, standards, policies or practices prior to execution or recordation. Prior to the issuance of building permits, Edendale shall combine all lots into one parcel. The Township agrees to take all reasonable steps to approve such combination in a timely manner.
- e. Edendale is required to provide documentation and design details, satisfactory to the Township, demonstrating its agreement with the Huron Valley School District ("HVSD") to construct the pathway along Bogie Lake Road to HVSD's property at a location to be agreed upon between Edendale, HVSD and the Township as confirmed by the approved Final Engineering Plans. The pathway should be designed with safe pedestrian circulation in mind and not terminate directly into a drive lane or parking area. Crosswalk or pathway indicator paint may be necessary to clearly demarcate where pedestrian traffic can access the buildings onsite. Edendale, at its sole cost and expense, shall be required to secure the necessary off-site easements for the installation by Edendale and future maintenance by the respective property owner of the pathway easement from the Huron Valley School District.
- f. Edendale, at its sole cost and expense, shall be required to secure the necessary off-site easements for the installation by Edendale and future maintenance by the Township of the sewer force main, which falls outside of the Bogie Lake Road right of way.
- g. Conditions imposed on the Development by the Township Board in connection with its approval of the PD Plan and this Agreement, conditions recommended by the Township's Planning Consultant and Engineer and any other staff, and any other reasonable conditions, which may be subsequently imposed on the site plan, landscape plan, and engineering plans that are not contrary to or inconsistent with this Agreement and the approved PD Plan.

- h. All improvements shown on the PD Plan and PD Documents completed at Edendale's sole cost and expense, in accordance with applicable ordinances, rules, standards and regulations.
- i. The only deviation from otherwise applicable Township ordinances that shall be permitted are those deviations described below:
 - i. The front yard building setback requirement for the R1-D district is 30 feet. The PD Plan proposes a 25-foot front yard setback.
 - ii. The minimum lot area per unit for the R1-D district is 12,000 sq. ft. The PD Plan proposes approximately 7,750 sq. ft. (minimum) and 8,651 (average).
 - iii. The minimum lot width per unit for the R1-D district is 80 feet. The PD Plan proposes 62 feet.
 - iv. The maximum lot coverage per unit for the R1-D district is 30%. The PD Plan proposes 33.5%.
 - v. The front yard development setback requirement for the R1-D district is 40 feet. The PD Plan proposes 25 feet from the Cedar Island Road right of way.
 - vi. The rear yard development setback requirement for the R1-D district is determined by the Planning Commission. The PD Plan proposes zero (0) feet at west lot line and zero (0) feet at north lot line.
 - vii. The development density requirement for the R1-D district for this Property is determined by net acreage/3 units per acre. The PD Plan proposes 3.2 units per acre.
 - viii. The development minimum lot area for a PUD development is 10 acres. The PD Plan proposes 45.47 gross acres.
 - ix. The development depth to width standard for the R1-D district is 4 to 1. The PD Plan proposes less than 1 to 1.
 - x. The watermain along Cedar Island Road does not extend to the western property line and ends just south of Unit 54.
 - xi. The sanitary sewer main does not extend to the western property line and ends just south of Unit 54.
 - xii. The access drive off Bogie Lake Road is required by Sec. 6.4 of the Township Zoning Ordinance to be 350 from Thompson Lane. The PD Plan does not meet that standard.

- xiii. The access drive off Cedar Island Road is required by Sec. 6.4 of the Township Zoning Ordinance is required to be 350 from Carla Hills Drive. The PD Plan does not meet that standard.
 - xiv. The development requires 53 deciduous trees, 53 evergreen trees, and 424 shrubs along the north property line. The PD Plan proposes 56 existing trees.
 - xv. The development requires 43 deciduous trees, 43 evergreen trees, and 344 shrubs along the west property line. The PD Plan proposes no new plantings.
 - j. Edendale shall ensure that the proposed use on the Property shall not exceed the performance criteria found in the Township's Zoning Ordinance, Section 5.18.
 - k. Architectural style, elevation features and materials must be consistent with the architectural style, elevation features and materials as depicted in the PD Plan, but deviations to home elevations that are consistent with the quality and nature of materials shown in the concept elevations provided by Edendale may be considered minor modifications as defined by the Zoning Ordinance.
 - l. The proposed development schedule for the development of the Property is attached as Exhibit C, which may be modified by Edendale as necessary or appropriate, with the Township's consent, such consent not to be unreasonably withheld, conditioned or delayed.
4. The Zoning Board of Appeals shall have no jurisdiction over the Property or the application of this Agreement.
5. Except for deviations specifically approved by the Township under this Agreement and the approved PD Documents, the Township Code of Ordinances, Zoning Ordinance and all applicable regulations of the Township shall apply to the Property, and any violation of such Codes, Ordinances and regulations by Edendale, its successors or assigns, or occupant of the Property shall be deemed a breach of this Agreement, as well as a violation of the Township Code or Ordinance.
6. (a) Any breach of this Agreement shall constitute a nuisance *per se* which shall be abated. The parties therefore agree that, in the event of a breach of this Agreement by Edendale, which is not cured in accordance with this Agreement, the Township, in addition to any other relief to which it may be entitled at law or in equity, shall be entitled under this Agreement to an order of a court of competent jurisdiction providing for relief in the form of injunctive relief or specific performance requiring abatement of the nuisance *per se*.
- (b) In the event of a breach of this Agreement, the Township may notify Edendale of the occurrence of the breach and issue a written notice requiring the breach be cured within thirty (30) days; provided, however, that if the breach, by its nature, cannot be cured within thirty (30) days, Edendale shall not be in the breach hereunder if Edendale commences the cure within the thirty (30) day period and diligently pursues the cure to completion. Failure to comply with such

notice shall, in addition to the remedy provided in subsection (c) below and any other relief to which the Township may be entitled in equity or at law, render Edendale liable to the Township in any suit for enforcement for actual costs incurred by the Township including, but not limited to, reasonable attorneys' fees, expert witness fees and the like.

(c) In addition to the above described remedies, in the event the breach is due to a failure to maintain the Property in a first class condition, using commercially reasonable standards consistent with the PD Plan and this Agreement, and the Township provided the notice described in subsection (b), above, which notice sets forth the date, time and place of a hearing before the Township Board for the purpose of allowing Edendale and/or its successors or assigns, including, but not limited to, the Condominium Association to the extent Edendale and/or its successors or assigns are responsible for the maintenance of the Property (each of which is referred to as a "Responsible Party"), to be heard as to why the Township should not proceed to perform the maintenance which has not been undertaken. In that hearing, the time for curing such deficiencies and the hearing itself may be extended. If, following the hearing, the Township Board shall determine that the deficiency has not been cured within the time specified at the hearing, then upon five (5) days written notice to the Responsible Party, the Township shall thereupon have the power and authority, but not the obligation, to enter upon the Property or cause its agents or contractors to enter upon the Property to cure such deficiency as reasonably found by the Township to be appropriate and/or necessary, in a manner so as to reasonably minimize any interference with the business operations on the Property and the cost and expense of such curative action, including the cost of notices by the Township and reasonable legal, planning, and engineering fees and costs incurred by the Township, shall be paid by the Responsible Party. Such amount shall constitute a lien on the Property and the Township may require such costs and expenses to be paid prior to the commencement of work. If such costs and expenses have not been paid within sixty (60) days of a billing to the Responsible Party, all unpaid amounts may be a) placed on a delinquent tax roll of the Township as to the Property and shall accrue interest and penalties and shall be collected as and shall be deemed delinquent real property taxes according to the laws made and provided for the collection of delinquent real property taxes in the discretion of the Township; or b) assessed against the Responsible Party and collected as a special assessment on the next annual Township tax roll; or c) collected by use of the applicable provisions of Michigan law providing for foreclosure by advertisement, the Responsible Party having specifically granted the Township the required power of sale to do so; or d) collected by suit against the Responsible Party. If suit is initiated, the Responsible Party shall pay all the Township's legal fees and costs. The selection of remedy shall be at the sole option of the Township, and election of one remedy shall not waive the use of any other remedy.

7. This Agreement may not be amended except in writing signed by the parties and recorded in the same manner as this Agreement. Minor modifications to the approved PUD Plans may be approved administratively to the extent permitted by the Zoning Ordinance or as required to comply with the engineering plans hereafter approved by the Township Engineer.

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

parties shall be construed and enforced as if this Agreement did not contain the particular part, term, or provisions held to be invalid.

9. This Agreement shall be governed by the laws of the State of Michigan, both as to interpretation and performance. In the event of any litigation relating to this Agreement or the PD, the parties consent to the venue in and to the exclusive jurisdiction of the courts of and in the State of Michigan, including the federal courts.

10. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. A delay in enforcement of any provision of this Agreement shall not be construed as a waiver or estoppel of the Township's right to eventually enforce, or take action to enforce, the terms of this Agreement. All remedies afforded in this Agreement shall be taken and construed as cumulative; that is, all remedies afforded in this Agreement are in addition to every other remedy provided by law.

11. The signers of this Agreement warrant and represent that they have the authority to sign this Agreement on behalf of their respective principals and the authority to bind each party to this Agreement according to its terms. Further, each of the parties represent that the execution of this Agreement has been duly authorized and is binding on such parties.

12. This Agreement shall run with the land described herein as the Property and bind the parties, their heirs, successors, and assigns. This Agreement shall be recorded in the Oakland County Register of Deeds by the Township. The parties acknowledge that the Property is subject to changes in ownership and/or control at any time, but that heirs, successors, and assigns shall take their interest subject to the terms of this Agreement. All references to "Edendale" in this Agreement shall also include its heirs, successors, and assigns.

13. (a) Edendale has negotiated with the Township the terms of the PD Documents, including this Agreement, and such documentation represents the product of the joint efforts and mutual agreements of Edendale and the Township.

(b) The parties agree that this Agreement and its terms, conditions, and requirements are lawful and consistent with the intent and provisions of local ordinances, state and federal law, and the Constitutions of the State of Michigan and the United States of America. Edendale has offered and agreed to proceed with the undertakings and obligations as set forth in this Agreement in order to protect the public health, safety, and welfare and provide material advantages and development options for Edendale, all of which undertakings and obligations the parties agree are necessary in order to ensure public health, safety, and welfare, to ensure compatibility with adjacent uses of land, to promote use of the Property in a socially, environmentally, and economically desirable manner, and to achieve other reasonable and legitimate objectives of the parties, as authorized under applicable Township codes and ordinances and the Michigan Zoning Enabling Act, MCL 125.3101, *et seq.*, as amended. It is also agreed and acknowledged that the terms, conditions, obligations, and requirements of this Agreement are clearly and substantially related to the burdens to be created by the development and use of the Property under the approved PD, and are, without exception, clearly and substantially related to the Township's legitimate interests in protecting the public health, safety and general welfare. Furthermore, Edendale fully accepts and agrees to the final terms, conditions, requirements and obligations of the PD

Documents, and Edendale shall not be permitted in the future to claim that the effect of the PD Documents results in an unreasonable limitation upon uses of all or any portion of the Property, or claim that enforcement of the PD Documents causes an inverse condemnation, other condemnation or taking of all or any portion of the Property.

14. Edendale acknowledges that, at the time of the execution of this Agreement, Edendale has not yet obtained final engineering approvals for the development of the Property. Edendale acknowledges that the Township's Engineering Consultant may impose additional conditions other than those contained in this Agreement during their plan reviews and approvals as authorized by law; provided, however, that such conditions shall not be inconsistent with the PD Plan or PD Documents and shall not change or eliminate any development rights authorized thereby. The engineering plans approved by the Engineering Consultant and any conditions imposed thereby, shall be incorporated into and made a part of this Agreement automatically upon issuance of the Engineering Consultant's approval of same and without the necessity of amending this Agreement, and shall be enforceable against Edendale in the event it proceeds with the development of the Property.

15. It is understood that construction of some of the improvements included in the PD Documents may require the approval of other governmental agencies.

16. None of the terms or provisions of this Agreement shall be deemed to create a partnership or joint venture between Edendale and the Township.

17. The recitals contained in this Agreement and all exhibits attached to this Agreement and referred to herein shall for all purposes be deemed to be incorporated in this Agreement by this reference and made a part of this Agreement.

18. This Agreement, together with the PD Documents, are intended as the complete integration of all understandings between the parties related to the subject matter herein. No prior contemporaneous addition, deletion, or other amendment shall have any force or effect whatsoever, unless embodied herein in writing. No subsequent notation, renewal, addition, deletion or other amendment shall have any force or effect unless embodied in a written amendatory or other agreement executed by the parties required herein, other than additional conditions, which may be attached to site plan approvals as stated in Section 14 above.

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

20. Where there is a question with regard to applicable regulations for a particular aspect of the development, or with regard to clarification, interpretation, or definition of terms or regulations, and there are no apparent express provisions of the PD Documents which apply, the Township Board, in the reasonable exercise of its discretion, shall determine the regulations of the Township's Zoning Ordinance, as that Ordinance may have been amended, or other Township Ordinances that shall be applicable, provided that such determination is not inconsistent with the

nature and intent of this Agreement and the PD Documents. In the event of a conflict or inconsistency between two or more provisions of the PD Documents, the more restrictive provision, as determined in the reasonable discretion of the Township Board, shall apply. In the event there exists any conflict between this Agreement and the PD Plans and current and future Township Zoning Ordinance provisions, this Agreement and the PD Plans shall apply.

[Signatures on Next Page]

DRAFT

IN WITNESS WHEREOF, the parties hereto have set their hands on the day and year set forth with the notarization of their signatures.

EDENDALE:

PH COMMUNITIES LLC, a Michigan
limited liability company

By:

Its:

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

On this ____ day of _____, 2026, before me personally appeared
_____ the _____ of PH Communities, LLC, a Michigan
limited liability company, who acknowledged that he/she signed this agreement on behalf of said
company.

Notary Public
Oakland County, Michigan
Acting in Oakland County, Michigan
My Commission Expires: _____

TOWNSHIP:

**CHARTER TOWNSHIP OF WHITE
LAKE**, a Michigan municipal corporation

By: Rik Kowall
Its: Township Supervisor

By: Anthony Noble
Its: Township Clerk

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

On this ____ day of _____, 2026, before me personally appeared Rik Kowall, the Township Supervisor, and Anthony Noble, the Township Clerk, who acknowledged that they signed and attested to this Agreement on behalf of the Township of White Lake.

Notary Public
Oakland County, Michigan
Acting in Oakland County, Michigan
My Commission Expires: _____

Exhibits:
A — Property Legal Description
B — PD Plans
C — Development Schedule

Drafted Jointly By:
Lisa J. Hamameh, Esq.
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Farmington Hills, MI 48331

When Recorded, Return To:
Township Clerk
Township of White Lake
7525 Highland Road
White Lake, MI 48383

and
Alan M. Greene, Esq.
Dykema
39577 Woodward Ave., Suite 300
Bloomfield Hills, MI 48304

EXHIBIT A

PROPERTY LEGAL DESCRIPTION

DRAFT

EXHIBIT B

PD PLANS

DRAFT

Exhibit C

DEVELOPMENT SCHEDULE

127682.000001 4910-6269-4346.1

DRAFT