

PLANNING AND DEVELOPMENT SERVICES STAFF REPORT

For Planning Commission Meeting of June 7, 2011

**SUBJECT: Arbor Hills Crossing Site Plan for City Council Approval (3100 Washtenaw)
File No. SP11-010**

PROPOSED CITY PLANNING COMMISSION MOTION

The Ann Arbor City Planning Commission hereby recommends that the Mayor and City Council approve the Arbor Hills Crossing Site Plan and Development Agreement.

STAFF RECOMMENDATION

Staff recommends that this petition be **postponed** to allow the petitioner an opportunity to address comments regarding access, stormwater, and the Platt/Washtenaw intersection.

LOCATION

The site is located at 3100 Washtenaw Avenue, at the southeast corner of Washtenaw Avenue and Platt Road (Malletts Creek Watershed).

DESCRIPTION OF PETITION

General Information – The petitioner proposes to construct a retail project containing 90,700 square feet of floor area in four buildings. Six vacant retail buildings on the site will be demolished. Most of the floor area for the new buildings would be located on the ground floor, with 15,700 square feet being located on the second floor of two buildings and identified as flex space. The flex space could be used as office, residential or retail space. Retail uses will primarily consist of smaller stores that will be visible from Washtenaw Avenue.

Parking – The project proposes 310 parking spaces including 8 barrier-free and 20 compact spaces. Thirty covered bicycle parking spaces are proposed, including 2 Class A and 28 Class, B which will be located near the entrances of each building.

Access – Primary vehicle access to the stores will be from a curb cut on Washtenaw Avenue, a Michigan Department of Transportation trunkline, in addition to a single curb cut on Platt Road. The petitioner is proposing to consolidate five existing curb cuts on Washtenaw into one. An egress-only (no trucks) driveway will exist on the south side of the site connecting to Platt Road through an existing access easement over private property west of the site. The layout has been designed to accommodate large delivery vehicles as well as large emergency apparatus.

New public sidewalks will be provided on Platt Road and Washtenaw Avenue adjacent to the site. Non-motorized and transit users will have improved access to the stores, since much of the retail uses will be close to Washtenaw Avenue with a variety of access points. The building in the northwest corner of the site (near the intersection of Packard and Platt) will provide access from Washtenaw Avenue to its second floor (the 2nd floor will be at grade with

Washtenaw Avenue). Patrons can then walk down stairs or take an elevator to ground level shops.

The current edge of the Washtenaw Avenue right-of-way ends in the vicinity of the street curb. The petitioner proposes to provide a 23-foot wide access easement along the Washtenaw right-of-way to accommodate a proposed 10-foot wide shared use path, a bus pull-out, and landscaping. Staff is in the process of determining to whom this easement should be granted or whether a right-of-way dedication would be more appropriate.

Natural Features – The site includes a portion of a regulated wetland at the southwest corner. The wetland is not proposed to be disturbed by this development. The petitioner is proposing to maintain hydrological conditions by directing some filtered storm water into the wetland. A total of two landmark trees are proposed to be removed including a 64 inch Silver Maple and a 12 inch Ginkgo. Sixteen replacement trees will be planted. An alternatives analysis was provided.

Traffic Impact – A traffic impact study was provided by Traffic Engineering Associates, Inc. The analysis determined that the proposed project is likely to generate 306 trips during the weekday AM peak hour and 692 trips during the weekday PM hour. Under existing conditions, the Washtenaw Avenue and Platt Road/Glenwood Road intersection operates under level of service (LOS) D in the AM peak hour and LOS E during the PM peak hour. Under future conditions, the intersection will operate at LOS D during the AM peak hour and LOS E PM peak hour. A new traffic signal is proposed for the intersection to mitigate the impact of the proposed development. The analysis shows that with a new traffic signal at the intersection of Washtenaw and Platt/Glenwood, traffic will operate at LOS A during the AM peak hour and LOS C during the PM peak hour. All proposed site access points are anticipated to operate at a good level of service (LOS C or better) during both the AM and PM peak periods.

The Ann Arbor Transportation Authority (AATA) serves the site from Washtenaw Avenue (Route 4) and Platt Road (Route 7). A bus pull-out on Washtenaw is proposed as part of this site plan.

Storm Water Detention – Storm water will be collected from rooftops and parking lots and drain to three clusters of detention pipes located underneath three parking areas (between Buildings A and B; between Buildings B and C; and south of Building C). The site is in the jurisdiction of the Washtenaw County Water Resources Commissioner because a County drain exists along the south side of the site.

Brownfield – Known soil contamination exists on the site as the result of an auto dealership operation. The contamination includes materials associated with auto repair and is located near the center of the site. The petitioner is proposing a Brownfield plan that consists of removal of the contaminated soils. This Brownfield plan is currently being reviewed by the City's Brownfield Plan Review Committee.

Landscaping – In addition to the two landmark trees proposed to be removed, 36 non-landmark trees (including 23 invasive trees) are proposed to be removed. A total of 106 trees will be planted on the site in the form of landmark tree replacement, conflicting land use buffer requirements, street trees, right-of-way buffer, and interior landscaping. Additionally, 63 shrubs are proposed to be planted in addition to a variety of groundcovers.

Conflicting Land Use Buffers – The petitioner has provided a 26-foot wide, landscaped conflicting land use buffer along the east property line near southeast corner of the site that abuts residential uses.

Sanitary Sewer – The petitioner has agreed to disconnect footing drains from the sanitary system prior to the issuance of a certificate of occupancy.

Building Materials – The petitioner proposes a combination of masonry and glass as primary façade materials. The petitioner provided color renderings of the building elevations (attached).

Citizen Participation – The petitioner organized a citizens participation meeting on February 16, 2011 and provided a summary (attached). The meeting was held at Tappan Middle School from 5:00-7:00pm. 464 notices were mailed to nearby residents. 28 individuals signed the sign-in sheets.

Development Agreement – A draft development agreement (attached) has been completed. It will be finalized prior to City Council approval.

COMPARISON CHART

		EXISTING	PROPOSED	REQUIREMENTS
Zoning		C3 (Fringe Commercial)	C3 (Fringe Commercial)	C3
Gross Lot Area		324,533 sq/ft (7.45 acres)	324,533 sq/ft (7.45 acres)	6,000 sq/ft MIN
Floor Area Ratio In % of Lot Area		6% (20,117 sq/ft)	28% (90,700 sq/ft)	200% MAX (649,066 sq/ft)
Setbacks	Front	Washtenaw: 23' Platt: 6'	Washtenaw: 23' Platt: 10'	10' MIN 25' MAX (MAX applies to at least 1 ROW)
	Side	East: 485 ft	East: 10 ft	East: 0 ft MIN
	Rear	South: 360 ft	South: 108 ft	South: 0 ft MIN
Building Height		20 ft	42 ft (Building A)	55 ft MAX
Parking – Automobiles		Approx 40 spaces	310 spaces	290 spaces MIN; 345 MAX
Parking - Bicycles		NONE	2 spaces – Class A 28spaces – Class B	30 spaces – MIN (50% Class B; 50% Class C)

SURROUNDING LAND USES AND ZONING

	LAND USE	ZONING
NORTH	Retail	C3 (Fringe Commercial) O (Office) R4B (Multiple-family Dwelling) PUD (Planned Unit Development)
EAST	Retail	C3 (Fringe Commercial)
SOUTH	Office	O (Office)
WEST	Recreational	PL (Public Land)

HISTORY

The site primarily consists of vacant land except for few structures built in the early and middle part of the 20th century near the northwest corner. The structures are now vacant. In 2006, City Council approved the site plan and development agreement for a retail center. The car dealership buildings on the site were subsequently demolished, but the project was never built. The site has been vacant for approximately three years.

PLANNING BACKGROUND

The Master Plan: Land Use Element recommends commercial uses for this site. The site is zoned C3 which allows for a mixture of land uses. The Master Plan: Land Use Element also includes design recommendations for retail centers. The proposed project is consistent with many of the recommended design elements, including the use of masonry, building awnings, extensive landscaping, minimized vehicular parking, non-motorized connections and amenities, reduced setbacks along the street, and the opportunity for mixed uses (flex space).

The Non-motorized Plan recommends bicycle lanes and a sidewalk/walkway along these segments of Washtenaw Avenue and Platt Road. Public sidewalks will be provided along both the Platt Road and Washtenaw Avenue frontages as part of this project.

The Washtenaw Avenue Corridor Redevelopment Strategy recommends pedestrian and transit friendly redevelopment along this segment of Washtenaw Avenue. The Washtenaw County Access Management Plan recommends consolidating curb cuts in this segment of Washtenaw Avenue.

DEPARTMENT COMMENTS

Planning – The petitioner would like an opportunity to respond to Water Resources Commissioner comments. Staff asked the petitioner to consider a green roof that handles some storm water but the petitioner declined to provide this feature. Instead, the petitioner is proposing a roofing system that can deliver high solar reflectance, reducing heat transfer to the building.

Public Services – The following issues must be addressed:

- a. Issue of 23 foot wide access easement along Washtenaw Avenue must be resolved.
- b. Drive approach opening on Platt Road cannot be closer than 4.5 feet from adjoining property.
- c. Impact to sanitary sewer system is being modeled.
- d. Awaiting MDOT review on intersection.

Land Development – Preliminary approval of the proposed plan is necessary from the Washtenaw County Water Resources Commission since the storm system is proposed to discharge into a County Drain.

Prepared by Jeff Kahan
Reviewed by Wendy Rampson
rmg/6/2/11

Attachments: Parcel/Zoning Map
Aerial Photo
Site Plan with Aerial
Site Plan
Landscaping Plan
Elevations
Traffic Impact Study Summary
5/27/11 Draft Development Agreement
Citizen Participation Report by Petitioner

c: Petitioner: RSW Washtenaw LLC.
1335 South University Ave.
Ann Arbor, MI 48104






Engineer: Atwell, LLC
4750 Venture Drive, Suite 101
Ann Arbor, MI 48108

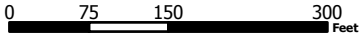
City Attorney
Systems Planning
File No. SP11-010

Arbor Hills Crossing -Zoning Map-



Map Legend

-  City Boundary
-  Railroads
-  Parcel Property
- Zoning**
-  Township
-  City of Ann Arbor



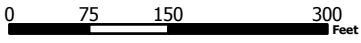
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Arbor Hills Crossing -Aerial Map-



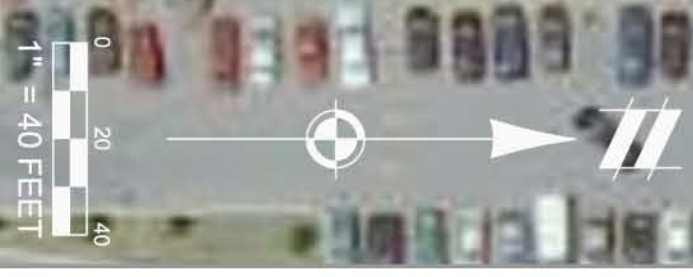
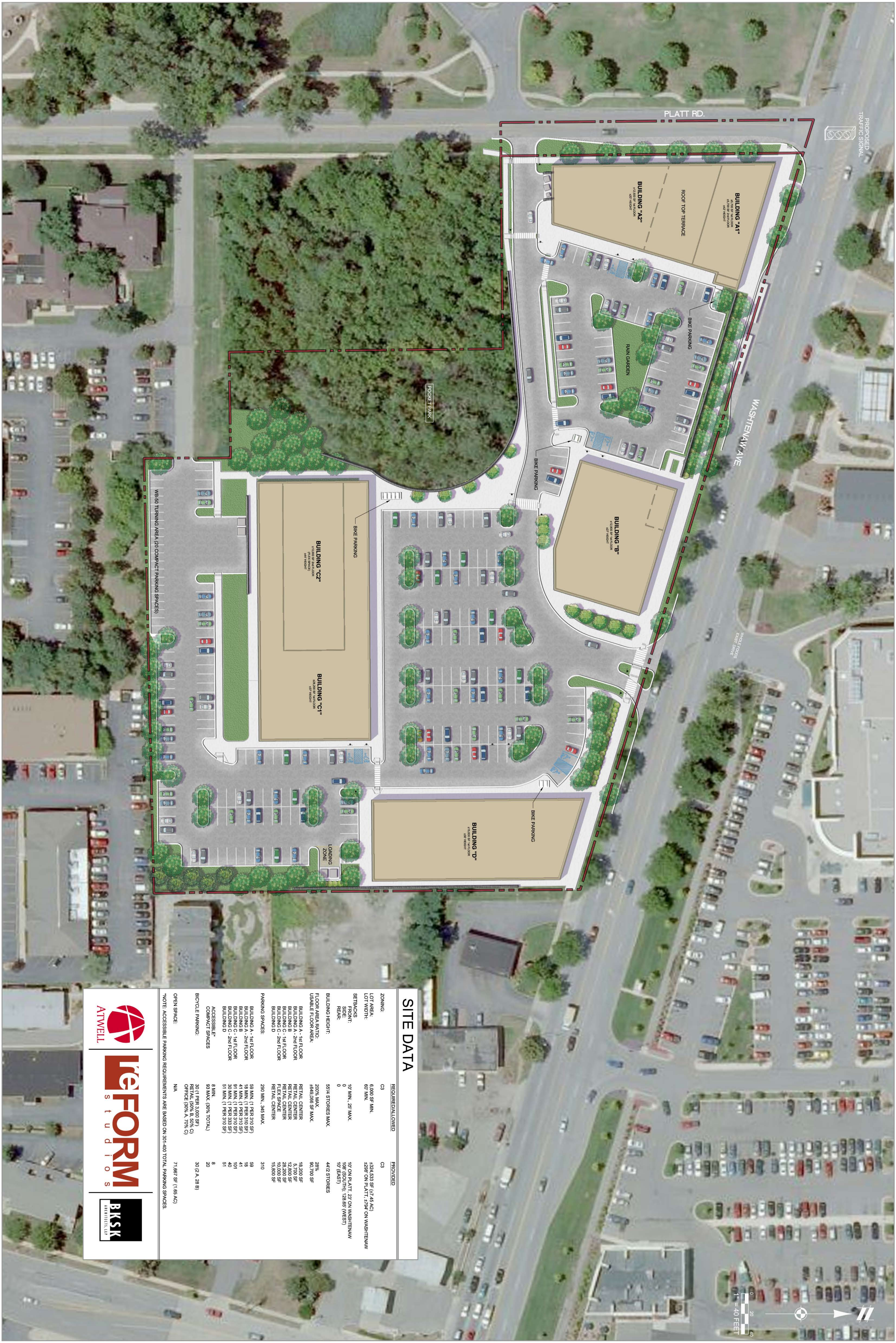
Map Legend

- City Boundary
- Railroads
- Parcel Property



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PROPOSED TRAFFIC SIGNAL

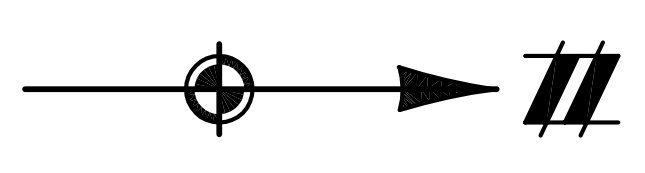
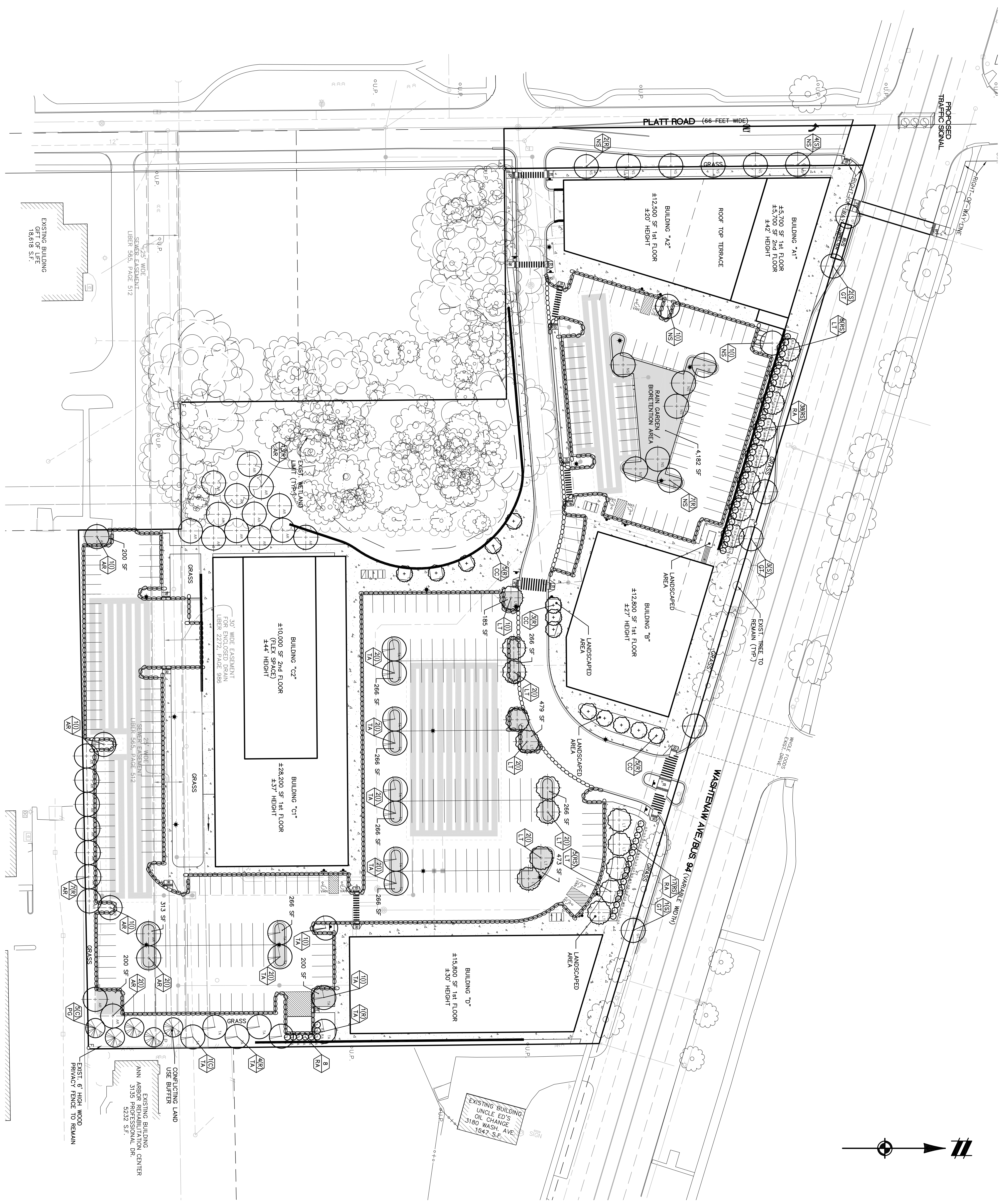


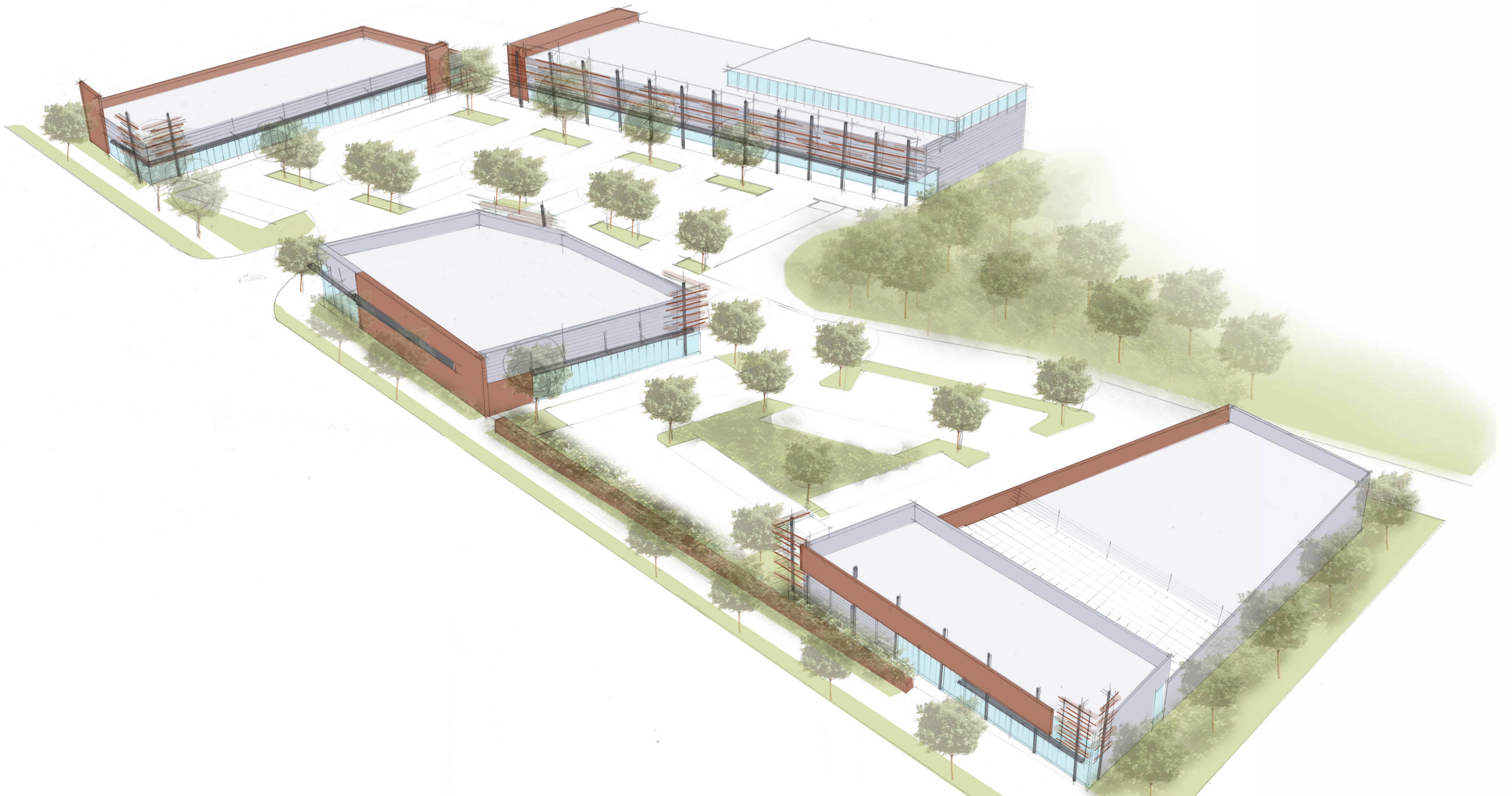
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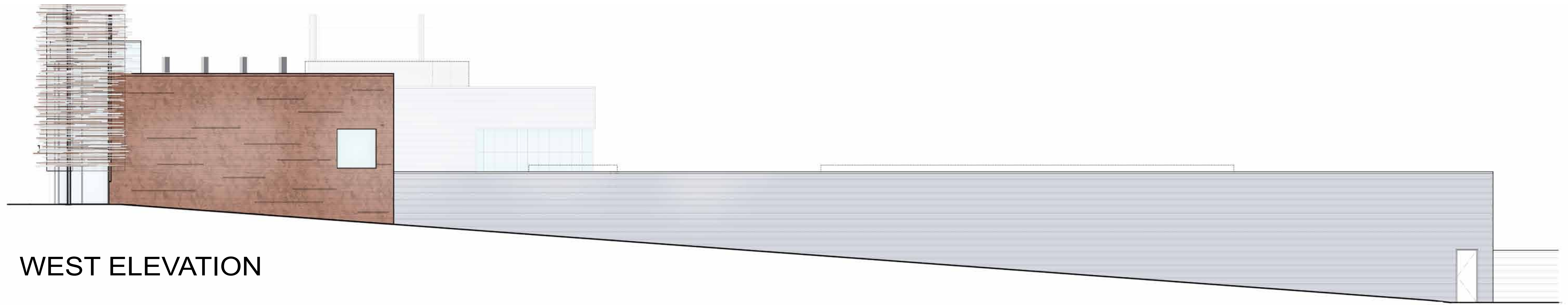
REQUIRED/ALLOWED	PROVIDED
ZONING: C3	C3
LOT AREA: 6,800 SF MIN.	6,924 SF (1.2 AC)
LOT WIDTH: 60' MIN.	528' ON PLATT; 579' ON WASHENAW
SETBACKS: FRONT: 10' MIN., 25' MAX. SIDE: 0 REAR: 0	10' ON PLATT; 23' ON WASHENAW (EAST); 10' (SOUTH); 128.65' (WEST)
BUILDING HEIGHT: 55'± STORES MAX.	44'± STORES
FLOOR AREA RATIO: 200% MAX.	25%
USABLE FLOOR AREA: 250,000 SF MAX.	62,700 SF
BUILDING A - 1st FLOOR: RETAIL CENTER	18,200 SF
BUILDING A - 2nd FLOOR: RETAIL CENTER	15,000 SF
BUILDING A - 1st FLOOR: RETAIL CENTER	15,000 SF
BUILDING C - 2nd FLOOR: FLEX SPACE	22,200 SF
BUILDING D: RETAIL CENTER	10,000 SF
PARKING SPACES: 290 MIN., 345 MAX.	310
BUILDING A - 1st FLOOR: 50 MIN. (1 PER 310 SF)	58
BUILDING A - 2nd FLOOR: 19 MIN. (1 PER 310 SF)	18
BUILDING B - 1st FLOOR: 41 MIN. (1 PER 310 SF)	41
BUILDING B - 2nd FLOOR: 15 MIN. (1 PER 310 SF)	15
BUILDING C - 2nd FLOOR: 30 MIN. (1 PER 333 SF)	40
BUILDING D: 51 MIN. (1 PER 310 SF)	51
ACCESSIBLE COMPACT SPACES: 8 MIN. 93 MAX. (90% TOTAL)	8
BICYCLE PARKING: 30 (1 PER 3,000 SF) RETAIL (50% B, 50% C) OFFICE (30% A, 70% C)	30 (2 A, 28 B)
OPEN SPACE: N/A	71,967 SF (1.65 AC)

NOTE: ACCESSIBLE PARKING REQUIREMENTS ARE BASED ON 301-400 TOTAL PARKING SPACES.

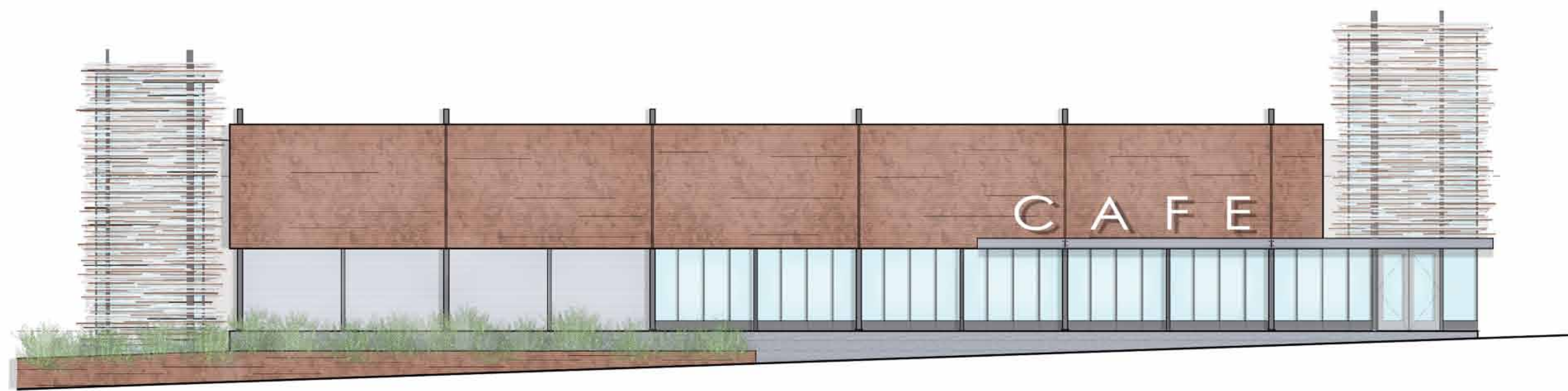




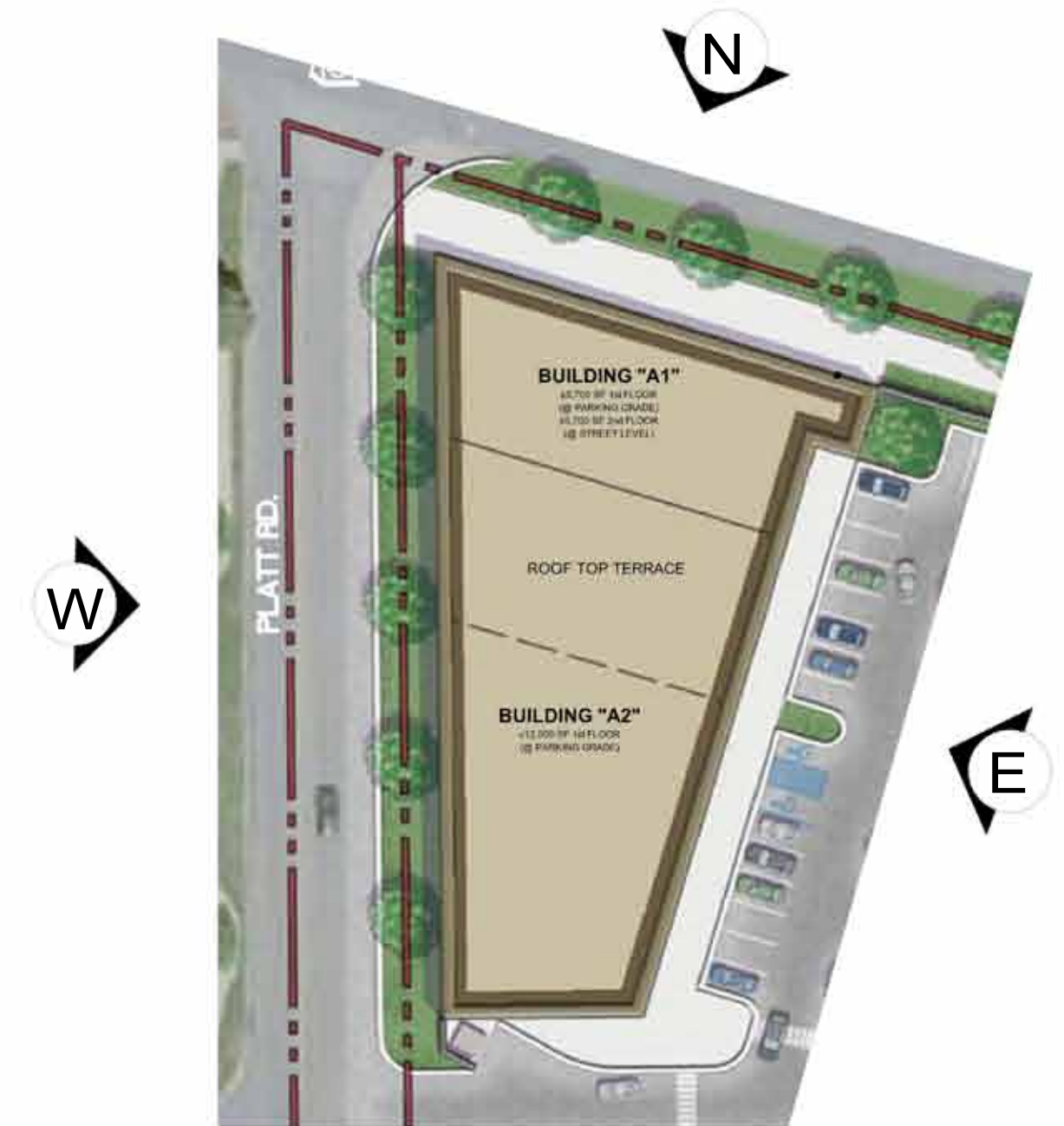




WEST ELEVATION

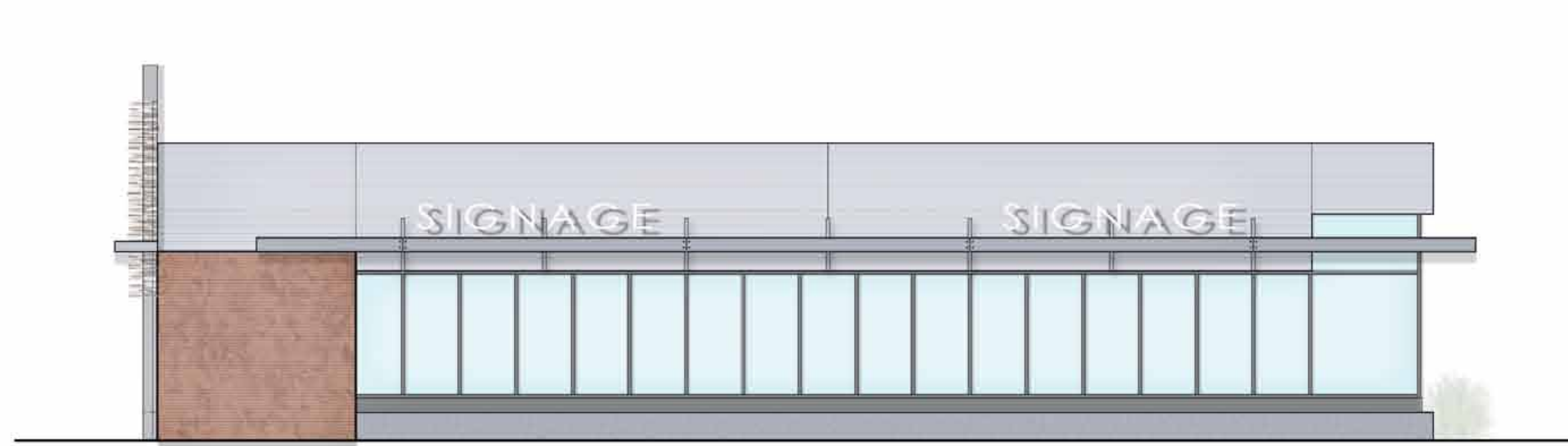


NORTH ELEVATION

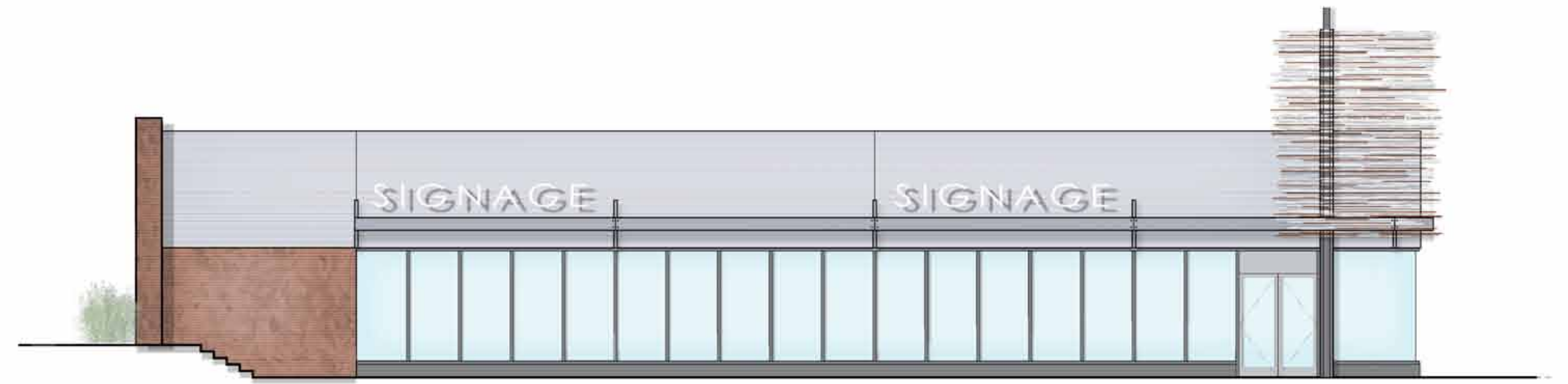


EAST ELEVATION

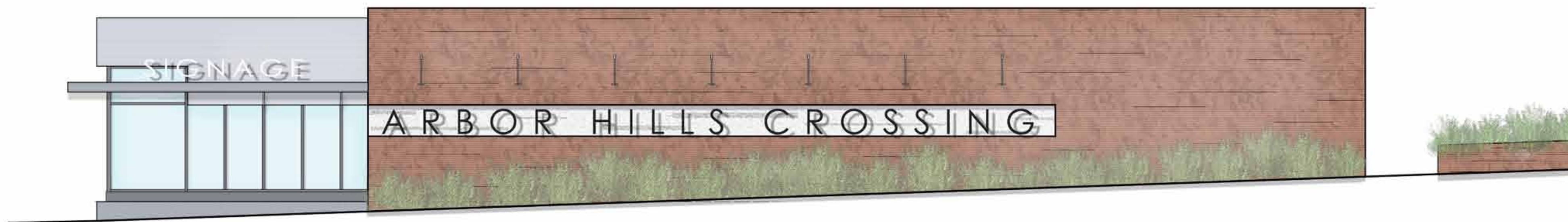




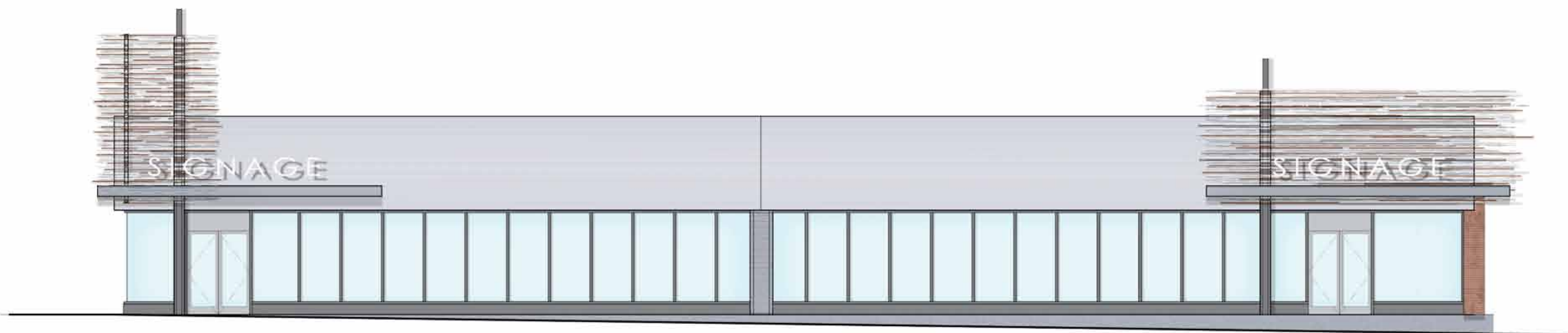
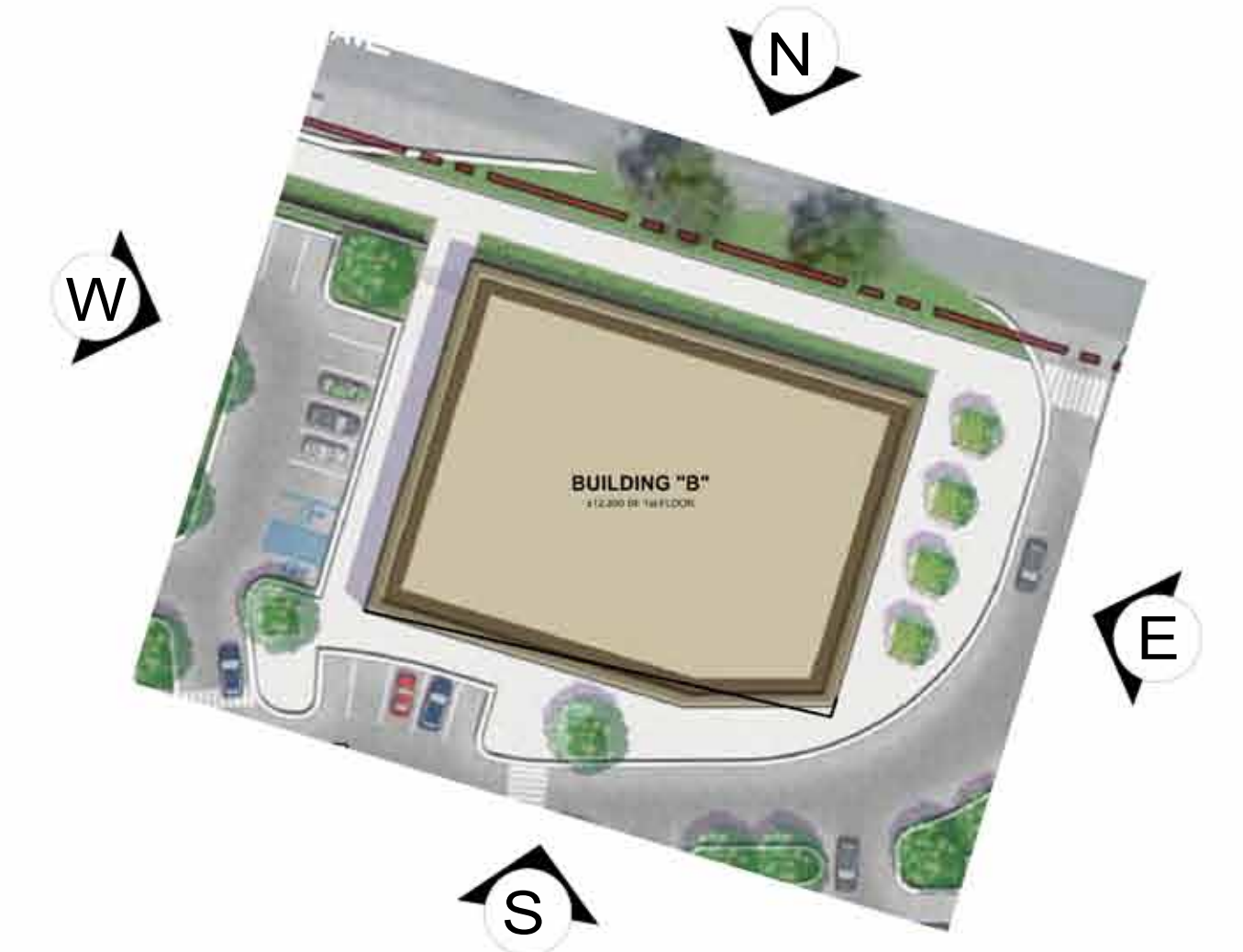
EAST ELEVATION



WEST ELEVATION



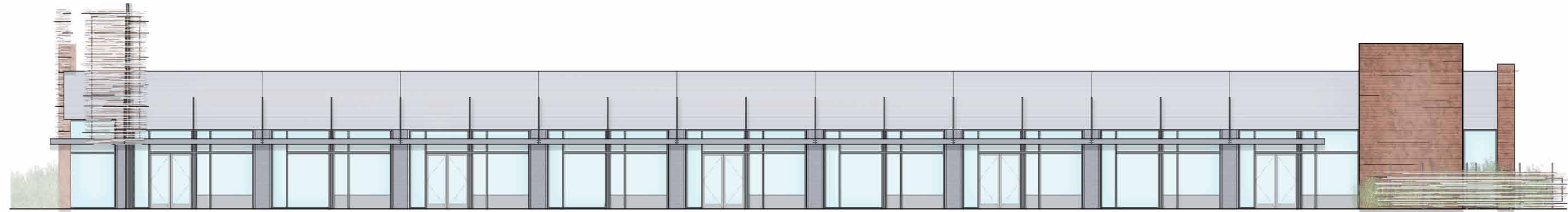
NORTH ELEVATION



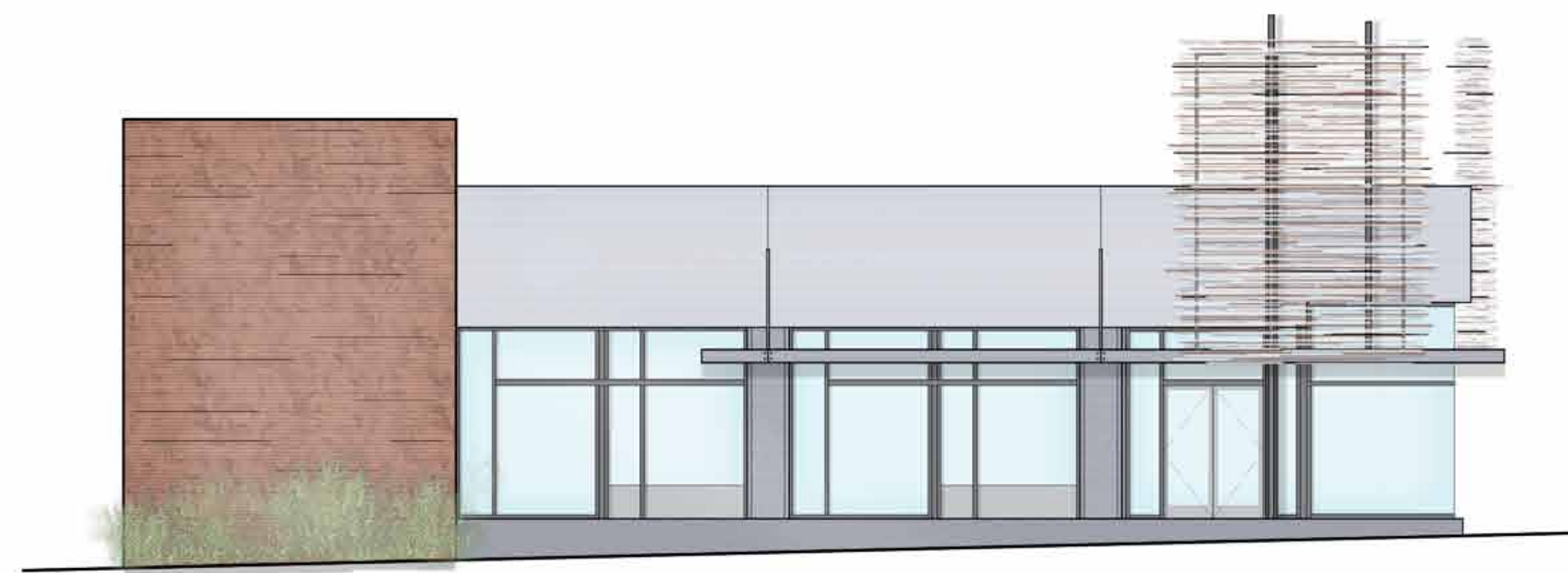
SOUTH ELEVATION







WEST ELEVATION

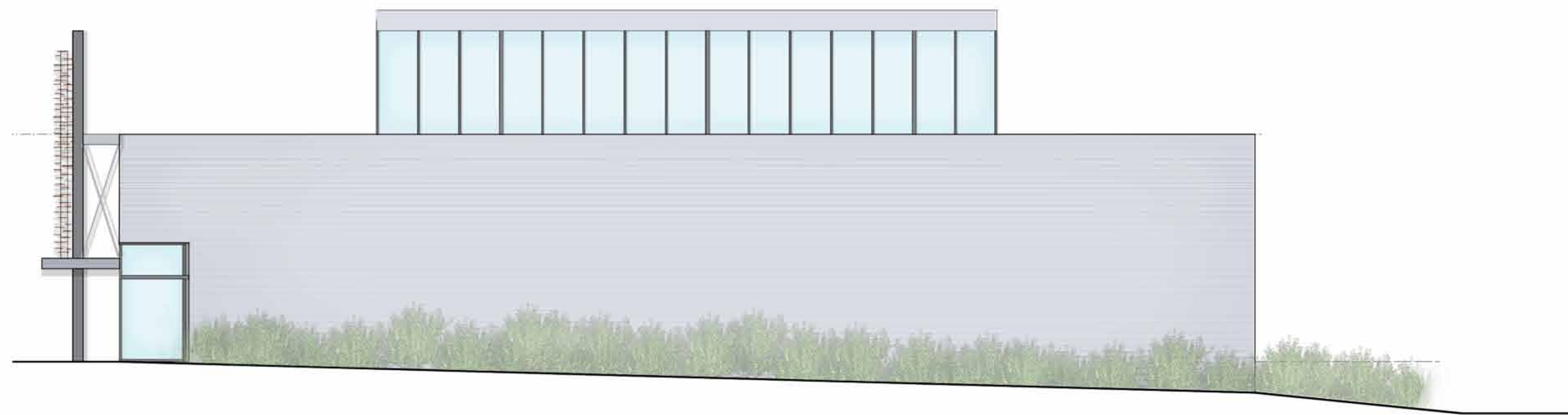


NORTH ELEVATION

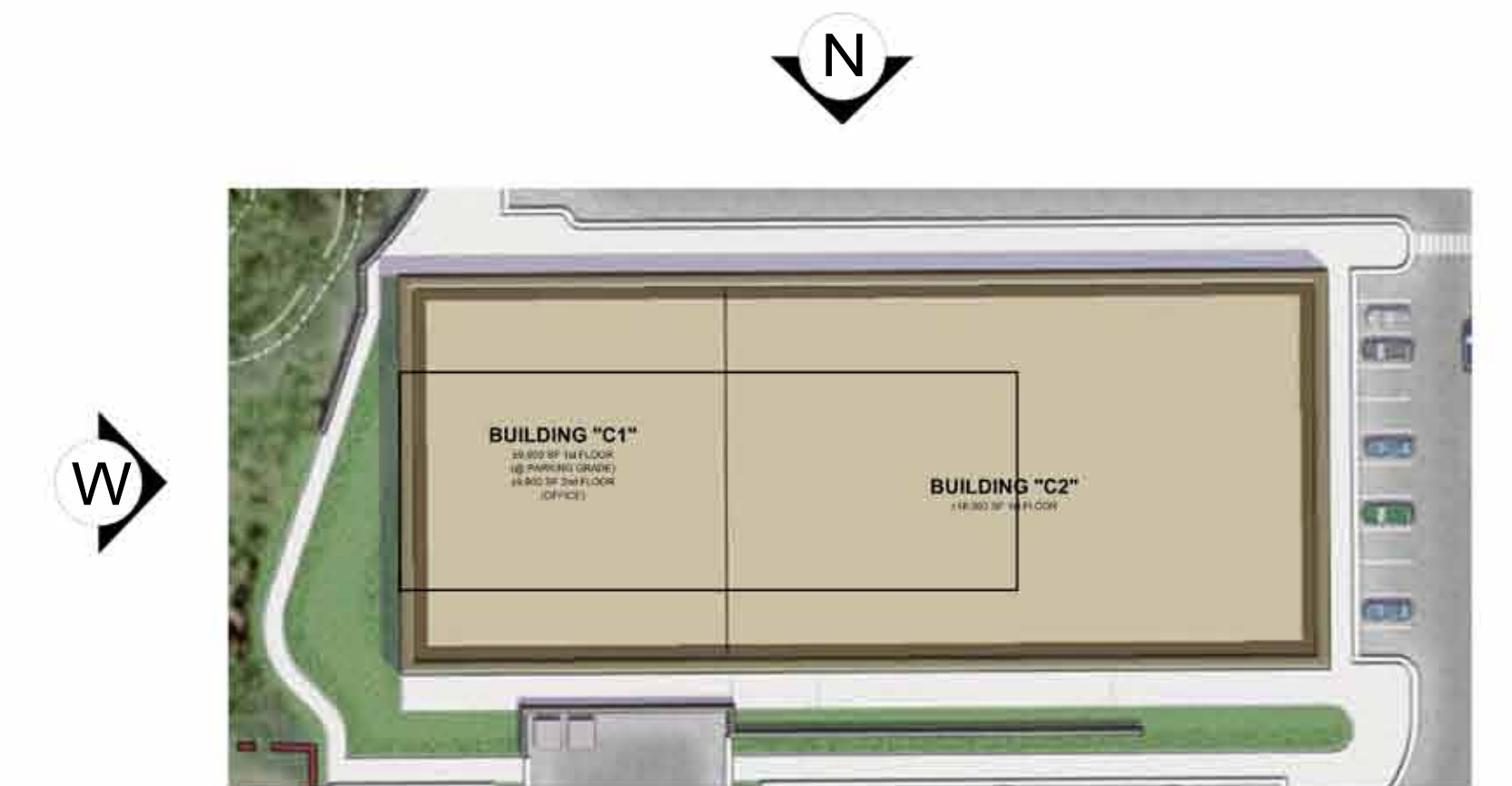




NORTH ELEVATION



WEST ELEVATION





TRAFFIC IMPACT STUDY

For The Proposed

Arbor Hills Crossing Development

City of Ann Arbor, Washtenaw County, MI

May 12, 2011

Prepared by:

**Traffic Engineering
Associates, Inc.**

15200 S. Wright Road, Suite 3 • Grand Ledge, MI 48837
517/627-6028 FAX: 517/627-6040

EXECUTIVE SUMMARY

Traffic Engineering Associates, Inc. (TEA) conducted a traffic impact study for the proposed Arbor Hills Crossing development located on the south side of Washtenaw Avenue/BL-94, just east of Platt Road in the City of Ann Arbor, Washtenaw County, Michigan. The purpose of this study was to evaluate the impact on the existing road system, and the Arbor Hills Crossing driveways, from the additional vehicular traffic generated by the proposed development.

The proposed site plan will include a 1,500 square foot coffee shop/café; 9,000 square feet of restaurant space; and 80,200 square feet of retail space, which will be located in four (4) proposed buildings. The development is expected to be in full operation in the spring of 2012. It is projected that the proposed Arbor Hills Crossing development will generate 306 vehicle trips in the AM peak hour; 692 vehicle trips in the PM peak hour, of which 222 are pass-by trips, with 7,971 vehicle trips daily.

The Arbor Hills Crossing development will be accessed by three (3) driveways. The main driveway onto Washtenaw Avenue/BL-94 is proposed as a full access entry and a right turn only exit. On Platt Road, the north access drive is a full access driveway and the developer is proposing a connection to an existing access drive at the south end of the property.

Under existing conditions, access at the intersection of Washtenaw Avenue/BL-94 and Platt Road/Glenwood Road is restricted. Traffic on Platt Road (south approach) and Glenwood Road (north approach) are restricted to right turns only. Westbound Washtenaw Avenue/BL-94 is restricted from turning left to southbound Platt Road. These restrictions are due to a sight distance problem to the west of the intersection. Eastbound Washtenaw Avenue/BL-94 has full access as there is sufficient sight distance for this approach.

For the future analysis for the Arbor Hills Crossing development, a new traffic signal is proposed for the Washtenaw Avenue/BL-94 and Platt Road/Glenwood Road intersection so as to allow full access from all directions. The new signal will allow for the shortest ingress and egress for traffic utilizing the new development to travel to and from the west on Washtenaw Avenue/BL-94; also, traffic to the north on Glenwood Road, by traveling north utilizing the two access drives on Platt Road.

Under both existing and future conditions, the largest vehicle delays occur at the intersection of Washtenaw Avenue/BL-94 and Huron Parkway, with the longest delays during the PM peak hour. Under existing conditions, the intersection operates at a LOS D during the AM peak hour, and a LOS E during the PM peak hour. Under future conditions, the intersection will operate at the same LOS D and LOS E for the AM and PM peak hours respectively. There is a large amount of traffic that travels through this intersection, and the MDOT has put in extensive geometrics to accommodate these volumes. The only viable change to explore at this location would be signal optimization. Given that the corridor operates under the City of Ann Arbor's SCOOT's (Split Cycle Offset Optimization Technique) system, no geometric improvements are recommended at this location.



Analysis shows that with a new traffic signal at the intersection of Washtenaw Avenue/BL-94 and Platt Road/Glenwood Road that it will operate at LOS A during the AM peak hour and LOS C during the PM peak hour. A signal warrant analysis was conducted utilizing existing traffic volumes. This intersection does not meet Condition A of Warrant 1 – Eight Hour Vehicular Volume; however, it does meet twelve (12) hours of Condition B of Warrant 1, which exceeds the minimum eight (8) hour requirement. Given that the posted speed limit is 45 MPH along Washtenaw Avenue/BL-94, this intersection meets Warrant 1-B under existing conditions.

It would be expected that there will be additional traffic from the Washtenaw Avenue/BL-94 and Huron Parkway intersection that will divert to the Washtenaw Avenue/BL-94 and Platt Road/Glenwood Road intersection once a new traffic signal is installed, and the turn restrictions are removed to allow for westbound left turns. Also, the proposed traffic signal will allow the Ann Arbor Crossing development traffic destined to the west on Washtenaw Avenue/BL-94 to utilize the Platt Road/Glenwood Road intersection without having to travel to the east to the Huron Parkway intersection. A traffic signal would allow for the removal of all turn restrictions and provide full access at the Platt Road/Glenwood Road intersection.

Under future conditions, the intersection of Washtenaw Avenue/BL-94 and Manchester Drive/Override Road will see a slight increase in the overall intersection delay during the AM peak hour. The delay is expected to increase from 9.2 seconds (LOS A) to 12.3 seconds (LOS B). The intersection of Washtenaw Avenue/BL-94 and Pittsfield Boulevard will also see minimal increases in delay and is expected to operate at LOS A in the AM peak hour and LOS B in the PM peak hour.

All proposed site access points (driveways) are anticipated to operate at a good level of service (LOS C or better) during both the AM and PM peak hours. The proposed drive on Washtenaw Avenue/BL-94 should be constructed as shown on the proposed site plan with full access entering, and a restricted right-turn only exit. The north drive on Platt Road should be designed with one ingress lane and one egress lane.

Recommendations for the Arbor Hills Crossing development include consideration for the installation of a new traffic signal at the Washtenaw Avenue/BL-94 and Platt Road/Glenwood Road intersection. The proposed site plan shows a new northbound right turn lane on the Platt Road approach at Washtenaw Avenue/BL-94, this traffic study concurs with that design.



ARBOR HILLS CROSSING DEVELOPMENT AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 20___, by and between the City of Ann Arbor, a Michigan Municipal Corporation, with principal address at 301 East Huron Street, Ann Arbor, Michigan 48107, hereinafter called the CITY; and RSW Washtenaw LLC, a Delaware limited liability company, with principal address at 1335 South University Avenue, Ann Arbor, MI 48104, hereinafter called the PROPRIETOR, witnesses that:

WHEREAS, the PROPRIETOR owns or has a right to purchase certain land in the City of Ann Arbor, described below and site planned as Arbor Hills Crossing, and

WHEREAS, the PROPRIETOR has caused certain land in the City of Ann Arbor, described below to be surveyed, mapped and site planned as Arbor Hills Crossing, and desires site plan and development agreement approval thereof, and

WHEREAS, on _____, 2011, City Council approved the Arbor Hills Crossing Site Plan ("Site Plan") and Arbor Hills Crossing Development Agreement ("Agreement") pursuant to a resolution adopted on that date, and

WHEREAS, the PROPRIETOR desires to build or use certain improvements with and without the necessity of special assessments by the CITY, and

WHEREAS, the CITY desires to insure that all of the improvements required by pertinent CITY ordinances and regulations be properly made, and that the PROPRIETORS will install these improvements prior to any permits being issued.

THE PROPRIETOR(S) HEREBY AGREE(S):

(P-1) To prepare and submit to the CITY for approval plans and specifications ("the Plans") prepared by a registered professional engineer for construction of public water and sanitary sewer mains, public and private storm water management systems, public streets, sidewalks and streetlights ("the Improvements") provided that no work on said Improvements shall be commenced until the Plans have been approved by the City Administrator or designee, and until such other relevant information to CITY service areas as shall be reasonably required has been provided.

(P-2) To construct all Improvements set forth in Paragraph P-1 of this Agreement in accordance with the approved Plans and to repair all defects in the Improvements that occur within one year from the date of acceptance of the Improvements by the CITY, commencing on the latest date of the acceptance of any Improvements by the CITY. If the PROPRIETOR fails to construct the Improvements, the CITY may send notice via first class mail to the PROPRIETOR at the address listed above requiring it to commence and complete the Improvements in the notice within the time set forth in the notice. The CITY may cause the work to be completed at the expense of the PROPRIETOR, if the PROPRIETOR does not complete the work within the time set forth in the notice. Every owner of a portion of the property, including co-owners of condominium units, shall pay a pro-rata share of the cost of the work. That portion of the cost of the work attributable to each condominium unit shall be a lien on that

Property and may be collected as a single tax parcel assessment as provided in Chapter 13 of the Ann Arbor City Code.

(P-3) To furnish, within 30 days of completion, an engineer's certificate that the construction of the public improvements set forth in Paragraph P-1 above have been completed in accordance with the specifications of the CITY in accordance with the approved plans. The engineer's certificate will cover only those items the PROPRIETOR'S engineer inspects.

(P-4) Prior to the issuance of building permits, to dedicate a 23-foot wide public access easement along Washtenaw Avenue as shown on the approved site plan.

(P-5) Prior to the issuance of building permits, to dedicate land in the Platt Road right-of-way to the City as shown on the approved site plan.

(P-6) Prior to the issuance of building permits, to deposit with a mutually acceptable escrow agent fully executed documents in a form acceptable to the CITY, which will convey, upon delivery to the CITY, easements for the construction and maintenance of public utilities. The escrow agreement shall provide for delivery of the documents to the CITY solely upon the condition that the CITY has accepted the public improvement to be conveyed by the easement.

(P-7) To install all public water mains, storm sewers, and sanitary sewers pursuant to CITY approved plans and specifications, necessary to connect the site with existing CITY systems adjacent to the site prior to the issuance of any building permits. The final course of asphalt paving shall be completed prior to the issuance of the final certificate of occupancy.

(P-8) To be included in a future special assessment district, along with other benefiting property, for the construction of additional improvements to Washtenaw Avenue or Platt Road, such as street widening, storm sewers, curb and gutter, sidewalks, bike paths, street lights, and the planting of trees along Washtenaw Avenue or Platt Road frontage when such improvements are determined by the CITY to be necessary. If any of the units become condominiums, a provision shall be included in the master deed of the project stating that if the CITY undertakes to establish a special assessment district to improve Washtenaw Avenue or Platt Road each unit shall be assessed its pro rata share of the cost of improvements allocable to the Property.

(P-9) To indemnify and hold the CITY harmless from any claims, losses, liabilities, damages or expenses (including reasonable attorney fees) suffered or incurred by the CITY based upon or resulting from any acts or omissions of the PROPRIETOR, its employees, agents, subcontractors, invitees, or licensees in the design, construction, maintenance or repair of any of the Improvements required under this Agreement and the approved Site Plan.

(P-10) To cause to be maintained General Liability Insurance and Property Damage Insurance in the minimum amount of \$1,000,000 per occurrence and naming the CITY as additional insured to protect and indemnify the CITY against any claims for damage due to public use of the public improvement(s) in the development prior to final written acceptance of the public improvement(s) by the CITY. Evidence of such insurance shall be produced prior to any construction of improvement and a copy filed with the City Clerk's Office and shall remain in full force and effect during construction of the public improvement(s) and until notice of acceptance by the CITY of the Improvements.

(P-11) Existing landmark or street trees shown on the Site Plan as trees to be saved shall be maintained by the PROPRIETOR in good condition for a minimum of three years after

acceptance of the public improvements by the CITY or granting of Certificate of Occupancy. Existing landmark or street trees that are determined by the CITY to be dead, dying or severely damaged due to construction activity within three years after acceptance of the public improvements or granting of Certificate of Occupancy, shall be replaced by the PROPRIETOR as provided by Chapter 57 of the Ann Arbor City Code.

(P-12) To deposit, prior to any building permits being issued, a street tree planting escrow account with the Parks and Recreation Services Unit in the form of a check payable to the City of Ann Arbor. The escrow amount shall be based on the CITY policy in effect at that time and is to include all on-site public streets. The City Administrator may authorize the PROPRIETOR to install the street trees if planted in accordance with CITY standards and specifications. If the street trees are found to be acceptable by the CITY, the escrow amount will be returned to the PROPRIETOR one year after the date of acceptance by the CITY.

(P-13) To construct, repair and/or adequately maintain the on-site storm water management system. After construction of the private on-site storm water management system, to maintain it in perpetuity. Any proposed changes to the system must be approved by the City of Ann Arbor Systems Planning and Planning and Development Services Units. If the PROPRIETOR fails to maintain any portion of the system, the CITY may send notice via first class mail to the PROPRIETOR, at the address listed above, requiring it to commence and complete the maintenance stated in the notice within the time set forth in the notice. The CITY may cause the work to be completed at the expense of the PROPRIETOR, within the time set forth in the notice. If the CITY completes the work, and the costs remain unpaid by the PROPRIETOR 60 days after notice via first class mail, the CITY may bill the PROPRIETOR for the total cost, or assess the property as provided in Chapter 13 of Ann Arbor City Code. Provisions for maintenance and responsibility for the storm water management system, included by the PROPRIETOR in the master deed.

(P-14) After construction of the private on-site storm water management system, to commission an annual inspection of the system by a registered professional engineer evaluating its operation and stating required maintenance or repairs, and to provide a written copy of this evaluation to the CITY Public Services Area.

(P-15) To design, construct, repair and maintain this development in accordance with the provisions of Chapter 119 (Noise Control) to ensure that any noise emanating from said development will not impact nearby residents or businesses. In addition, PROPRIETOR shall review existing noise sources surrounding said development and incorporate necessary design and construction techniques to ensure that future tenants will not be exposed to noise sources in violation of Chapter 119.

(P-16) To include the elevation drawings, as submitted to City Council, as part of the approved site plan and to construct all buildings consistent with said elevation drawings. If the PROPRIETOR proposes any material changes to the approved building elevations, setbacks, aesthetics, or materials, as determined by the Planning Manager or designee, that those changes be brought back to the City Council for consideration. The PROPRIETOR is required to submit signed and sealed drawings to staff reflecting the elevations, setbacks, aesthetics, materials and site plan approved by City Council.

(P-17) That traffic mitigation measures in the Washtenaw Avenue and Platt Road intersection will be beneficial to the PROPRIETOR'S property and, therefore, prior to the issuance of any building permits, to enter into an agreement with the Michigan Department of

Transportation (MDOT) for financing, engineering, and construction of the improvements, and to provide a copy to the CITY, and to provide the CITY with documents satisfactory to the Systems Planning Services Unit demonstrating the PROPRIETOR'S substantial compliance with this requirement. Before issuance of any certificates of occupancy, the PROPRIETOR shall provide the CITY with a copy of the PROPRIETOR'S agreement with the Michigan Department of Transportation, as well as written acknowledgment from the Michigan Department of Transportation that the PROPRIETOR is in substantial compliance with the terms of the agreement.

(P-18) That completion of public sidewalk connections to the Platt Road right-of-way between Washtenaw Avenue and Huron Parkway will be beneficial to the PROPRIETOR'S property, therefore, prior to the issuance of any certificate of occupancy, to design and construct a sidewalk according to City standards in the public right-of-way adjacent to 2231 Platt Road (Parcel I.D. 09-12-02-204-029).

(P-19) Prior to application for and issuance of certificates of occupancy, to disconnect ?? footing drains, which is based upon the land uses currently contemplated by the Site Plan in accordance with the Guidelines for Completion of Footing Drain Disconnections, Table A, and adopted by City Council, August 18, 2003 and revised November 30, 2005 (the "Guidelines"). In the event the actual intensity of uses contemplated by the Site Plan are either increased or decreased, City and PROPRIETOR agree to adjust the number of footing drains to be disconnected in accordance with the Guidelines. These disconnections are to be performed within the _____ sewershed, upstream of where the development flows connect to this trunkline (intersection of _____). The PROPRIETOR, however, may be allowed to obtain partial certificates of occupancy for the development prior to the completion of all of the required footing drain disconnects on a prorated basis, at the discretion of the CITY Public Services Area.

(P-20) Prior to the issuance of any permits under the Site Plan and consistent with Ann Arbor City Code, to enter into an agreement with the CITY identifying specific public improvements to be made to provide sanitary sewer capacity for the Site Plan, the timing for construction of those improvements, and the method(s) by which financing for those improvements will be secured, if it is determined by the CITY that such improvements are required. Such public improvements shall include, but not be limited to, _____ (upsizing approximately _____ linear feet of pipe from _____) which the CITY has determined is required to provide sanitary sewer capacity for the Site Plan.

(P-21) PROPRIETOR is the sole title holder in fee simple, or has a purchaser's interest of the land described below except for any mortgage, easements and deed restrictions of record and that the person signing below on behalf of PROPRIETOR has legal authority and capacity to enter into this agreement for PROPRIETOR. PROPRIETOR shall acquire sole title in the land described below prior to the issuance of building permits or commencement of construction of the Site Plan.

(P-22) Failure to construct, repair and/or maintain the site pursuant to the approved Site Plan and/or failure to comply with any of this approved Agreement's terms and conditions shall constitute a material breach of the Agreement and the CITY shall have all remedies in law and/or in equity necessary to ensure that the PROPRIETOR complies with the approved Site Plan and/or the terms and conditions of the approved Agreement. The PROPRIETOR shall be responsible for all costs and expenses including reasonable attorney fees incurred by the CITY in enforcing the terms and conditions of the approved Site Plan and/or Agreement.

(P-23) In addition to any other remedy set forth in this Agreement or in law or equity, if PROPRIETOR fails to make a timely or full payments to the CITY as set forth elsewhere in the Agreement to the CITY in the agreed upon manner, any unpaid amount(s) shall become a lien, as provided under Ann Arbor City Code and recorded with the Washtenaw County Register of Deeds, against the land described below and may be placed on the CITY tax roll as a single lot assessment, or if the development is converted to condominium ownership, every owner of a portion of the property shall pay a pro-rata share of the amount of the payments attributable to each condominium unit. If the unpaid amount(s), in whole or in part, has been recorded as a lien on the CITY'S tax roll and with the Washtenaw County Register of Deeds, upon payment of the amount in full along with any penalties and interest, the CITY, upon request, will execute an instrument in recordable form acknowledging full satisfaction of this condition.

(P-24) To pay for the cost of recording this Agreement with the Washtenaw County Register of Deeds, and to pay for the cost of recording all documents granting easements to the CITY.

THE CITY HEREBY AGREES:

(C-1) In consideration of the above undertakings, to approve the Arbor Hills Crossing Site Plan.

(C-2) To provide timely and reasonable CITY inspections as may be required during construction.

(C-3) To record this Agreement with the Washtenaw County Register of Deeds.

GENERAL TERMS

Both the PROPRIETOR and the CITY agree as follows:

(T-1) This Agreement is not intended to create a contractual right for third parties.

(T-2) This Agreement and any of its terms, conditions, or provisions cannot be modified, amended, or waived unless in writing and unless executed by both parties to this Agreement. Any representations or statements, whether oral or in writing, not contained in this Agreement shall not be binding on either party.

(T-3) This Agreement and any of its terms or conditions shall not be assigned or transferred to any other individual or entity unless prior approval of the CITY is received. Such approval shall not be withheld unreasonably.

(T-4) The obligations and conditions on the PROPRIETOR, as set forth above in this Agreement and in the approved Site Plan, shall be binding on any successors and assigns in ownership of the following described parcel:

ARBOR HILLS CROSSING – LEGAL DESCRIPTIONS
(Per Absolute Title, Inc. Title Commitment No. 64179, Rev. 4, Dated December 29, 2009)

PARCEL I:

Commencing at the West 1/4 corner of Section 2, T3S, R6E, City of Ann Arbor, Washtenaw County, Michigan; thence N 00°32'32" W 1318.56 feet along the West line of said Section 2 and the centerline of Platt Road; thence N 89°27'28" E 328.83 feet to the Place of Beginning; thence N 00°32'32" W 475.19 feet; thence along the South right-of-way line of Washtenaw Avenue S 73°15'32" E 449.30 feet; thence S 0°37'00" E 341.76 feet; thence S 0°32'32" E 81.09 feet thence S 88°53'56" W 429.48 feet; thence N 00°32'32" W 85.34 feet to the Place of Beginning, together with a non-exclusive easement for ingress and egress for passenger vehicles as recorded in Liber 2460, Page 355, Washtenaw County Records.

Tax Item No. 09-12-02-204-086

PARCEL II:

Commencing at an iron pipe at the intersection of the West line of Section 2, T3S, R6E, City of Ann Arbor, Washtenaw County, Michigan, with the South line of Washtenaw Avenue; thence South along the West line of said section, 277.50 feet for a Place of Beginning; thence deflecting 90° to the left 123.83 feet; thence deflecting 90° to the left 30.0 feet; thence deflecting 90° to the right 100.00 feet; thence deflecting 90° to the right 60.0 feet; thence deflecting 90° to the right 223.83 feet; thence deflecting 90° to the right 30.0 feet along the West line of said Section and the centerline of Platt Road to the Place of Beginning, being a part of the NW 1/4 of said Section 2.

Commencing at the W 1/4 post of Section 2, T3S, R6E, City of Ann Arbor, Washtenaw County, Michigan; thence North 1896.06 feet in the West line of the section; thence deflecting 107°17' to the right 134.41 feet for a Place of Beginning; thence continuing in the same direction, 100 feet; thence 72°43' to the right 177.86 feet; thence deflecting 90° to the right 100 feet; thence deflecting 91°14'40" to the right 207.62 feet to the Place of Beginning, being part of the NW 1/4 of Section 2.

Tax Item No. 09-12-02-204-037

PARCEL III:

Commencing at an iron pipe at the intersection of the West line of Section 2, T3S, R6E, Pittsfield Township, Washtenaw County, Michigan, with the South line of Washtenaw Avenue; thence South along the said Westerly line of said Section 2, 577.5 feet; thence East at right angles 223.83 feet to an iron pipe; thence Northerly parallel to the West line of said Section 2, 330 feet; thence Westerly 100 feet; thence Northerly to the South line of Washtenaw Avenue; thence Northwesterly along the said South line of Washtenaw Avenue 134.41 feet to the Place of Beginning, excepting from the above description the South 270 feet thereof, being a part of the NW 1/4 of Section 2, Pittsfield Township, Washtenaw County, Michigan.

Also excepting therefrom the following described parcel of land: Commencing at an iron pipe at the Intersection of the West line of Section 2, T3S, R6E, Pittsfield Township, Washtenaw County, Michigan, with the South line of Washtenaw Avenue; thence South along the West line of said Section, 277.50 feet for a Place of Beginning; thence deflecting 90° to the left 123.83 feet; thence

deflecting 90° to the left 30.0 feet; thence deflecting 90° to the right 100 feet; thence deflecting 90° to the right 60.0 feet; thence deflecting 90° to the right 223.83 feet; thence deflecting 90° to the right 30.0 feet along the West line of said section and the centerline of Platt Road to the Place of Beginning, being a part of the NE 1/4 of said Section 2, T3S, R6E, City of Ann Arbor.
Tax Item No. 09-12-02-204-038

PARCEL IV:

Commencing at the W 1/4 corner of Section 2, T3S, R6E, City of Ann Arbor, Washtenaw County, Michigan; thence North 1896.06 feet along the West line of said Section and the centerline of Platt Road to a point on the Southerly right-of-way line of Washtenaw Avenue; thence S 72°43'00" E 234.41 feet along said right-of-way line to the Point of Beginning; thence continuing S 72°43'00" E 109.96 feet along said right-of-way line; thence South 475.20 feet; thence West 105.00 feet; thence North 507.87 feet to the Point of Beginning, being a part of the NW 1/4 of Section 2, T3S, R6E, City of Ann Arbor, Washtenaw County, Michigan.
Tax Item No. 09-12-02-204-024

BEING SUBJECT TO:

6. Agreement Restrictions will Detroit Edison Company and Michigan Bell Telephone Company, as recorded in Liber 1329, Page 343, Liber 1330, Page 874 and in Liber 1334, Page 283 Washtenaw County Records, as to Parcel I.
7. Easement for Sanitary Sewer in favor of the City of Ann Arbor, as recorded in Liber 865, Page 512, Washtenaw County Records, as to Parcel I.
8. Easement for sanitary and storm sewer as disclosed by instrument recorded in Liber 1110, Page 356, Washtenaw County Records. Affects access easement in Liber 2460, Page 355, Washtenaw County Records, as to Parcel I.
9. Easement in favor of Washtenaw County Drain Commission, as recorded in Liber 2272, Page 986, Washtenaw County Records, as to Parcel I.
10. Terms and conditions of Grant of Easement for Common Driveway as recorded in Liber 2460, Page 355, Washtenaw County Records, as to Parcel I.
11. Easement for water main in favor of the City of Ann Arbor, as recorded in Liber 2507, Page 794, Washtenaw County Records, as to Parcel I.
12. Rights, if any, of riparian owners and the public to use the surface, sub-surface and bed of West Branch Pittsfield-Ann Arbor Drain for purposes of navigation and recreation. Also excepting any adverse claims based on the assertion that the bed of West Branch Pittsfield-Ann Arbor Drain has changed location as a result of other than natural causes, as to Parcel I.
13. Encroachment of Easement for sanitary sewer as disclosed by instrument recorded in Liber 3924, Page 961, Washtenaw County Records and as shown in Midwestern Consulting, Inc. Survey dated November 18, 2000, Job No. 04171. The mortgage policy insures against loss or damage as a result of a judicial order requiring the removal of said encroachment as to parcel I.
14. Terms, conditions, and provisions regarding land division and farming rights contained in the instrument recorded in Liber 4530, Page 928, Washtenaw County Records, as to Parcel I.
15. Rights of the public or any governmental unit in any part of subject property taken, deeded, or used for street, road or highway purposes, as to parcels I, II, III, and IV.
16. Rights of tenants in possession, as to parcels I, II, III, and IV.

17. Arlington Shops Development Agreement as recorded In Liber 4616, Page 625, Washtenaw County Records, as to parcels. I, II, III, and IV.

18. Terms, conditions, and provisions regarding land division and farming rights contained in the instrument recorded in Liber 4379, Page 816, Washtenaw County Records, as to Parcel III.

19. Rights, if any, of riparian owners and the public to use the surface, sub-surface and bed of West Branch Pittsfield-Ann Arbor Drain for purposes of navigation and recreation. Also, excepting any adverse claims based on the assertion that the bed of West Branch Pittsfield-Ann Arbor Drain has changed location as a result of other than natural causes, as to Parcel IV.

(T-5) In addition to any other remedy in law or in equity failure to comply with all of the above paragraphs on the part of the PROPRIETOR, or any part of the approved Site Plan, in part or in whole, shall give the CITY adequate basis and cause to issue a stop work order for any previously-issued building permits and shall be an adequate basis and cause for the CITY to deny the issuance of any building permits, certificates of occupancy, or any other permits unless and until the CITY has notified the PROPRIETOR in writing that the PROPRIETOR has satisfactorily corrected the item(s) the PROPRIETOR has failed to perform.

(T-6) This Agreement shall be interpreted, enforced and governed under the laws of the State of Michigan and Ann Arbor City Code.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day first above written.

Witnesses:

CITY OF ANN ARBOR, MICHIGAN
100 North Fifth Avenue
Ann Arbor, Michigan 48107

By: _____
John Hieftje, Mayor

By: _____
Jacqueline Beaudry, City Clerk

Approved as to Substance:

Roger W. Fraser, City Administrator

Approved as to Form:

Stephen K. Postema, City Attorney

Witness:

Printed Name: _____

RSW Washtenaw, LLC
By: Thomas A. Stegeman, member representative

By: _____
Name, Title

STATE OF MICHIGAN)
) ss:
County of Washtenaw)

On this _____ day of _____, 20____, before me personally appeared John Hieftje, Mayor, and Jacqueline Beaudry, Clerk of the City of Ann Arbor, a Michigan Municipal Corporation, to me known to be the persons who executed this foregoing instrument, and to me known to be such Mayor and Clerk of said Corporation, and acknowledged that they executed the foregoing instrument as such officers as the free act and deed of said Corporation by its authority.

NOTARY PUBLIC
County of Washtenaw, State of Michigan
My Commission Expires: _____
Acting in the County of Washtenaw

STATE OF MICHIGAN)
) ss:
County of Washtenaw)

On this _____ day of _____, 20____, before me personally appeared Thomas A. Stegeman member representative of RSW Washtenaw LLC to me known to be the person who executed the foregoing instrument, and acknowledged that he executed the foregoing instrument as the free act and deed of said Limited Liability Company on behalf of RSW Washtenaw LLC by its authority.

NOTARY PUBLIC
County of Washtenaw, State of Michigan
My Commission Expires: _____
Acting in the County of Washtenaw

DRAFT
5/27/11

DRAFTED BY AND AFTER RECORDING RETURN TO:
Ann Arbor Planning & Development Services
Post Office Box 8647
Ann Arbor, Michigan 48107
(734) 794-6265

**REPORT ON 2/16/11 CITIZENS PARTICIPATION MEETING ON ARBOR HILLS CROSSING--
WASHTENAW AVENUE/PLATT ROAD (SEC)**

To: Planning & Development Services Unit
City of Ann Arbor

From: RSW Washtenaw LLC (Applicant)

Date: February 25, 2011

A meeting was held February 16, 2011 pursuant to the Citizens Participation Ordinance. A postcard was mailed to each person listed on the mailing list of persons within 1000 feet of the subject property provided by the Planning & Development Services Unit (PDSU). A copy of the postcard was also provided to the PDSU. The mail service we engaged reports that 464 postcards were mailed. The meeting was held at Tappan Intermediate School, and we began the presentation and discussion at 5:10 P M. The meeting concluded just before 7 P M.

We asked all persons who attended to sign an attendance sheet. We believe that there could not have been more than a very small number of persons who did not sign in. We attach a copy of the attendance sheet hereto. It contains 28 signatures.

We started with an oral presentation by Tom Stegeman, who is directing the development, and our several team members, who discussed the proposed site plan, architecture, uses, contamination/brownfield issues, the wetland on the site, engineering items, and traffic. The presentation was accompanied by presentation boards showing the site plan, renderings, engineering, and photos of the site.

We then opened the meeting for questions and comments, which consumed well over an hour. There was wide audience participation. The questions and comments were primarily focused on who the tenants would be, traffic impacts and how traffic would be dealt with. There were also several less prominent comments and questions relating to the wetland and contamination. We responded to each of the comments and questions. We also received an email inquiry from Ms. Melissa Thun, who was unable to attend the meeting. We attach a copy of the exchange between Ms. Thun and Tom Stegeman.

No one expressed any opposition to our proposal. The most common comment/question related to traffic impact. Second was questions about identity of tenants; we explained what we envisioned for the type of tenants. We believe that, in general, the members of the audience approved of the proposed traffic light at the intersection and to the proposed cutout for an AATA. We also believe that the members of the audience were generally receptive of our proposal.

RSW Washtenaw LLC

By: 

Tom Stegeman

Name	Address	Contact (Phone or Email)
9. Bill Farrell	3120 Professional Dr AZ	602 bfarrell@MANI.COM
10. Eric Barnes	3352 Washington AZ	Eric@AcEBarnesBakery.com
11. Benard Wesley	2930 Penfold Rd. AZ	bwesley@umich.edu
12. Greg Conul	435 Stien Rd. AZ	stake4459@yahoo.com
13. Dan Harrison	2135 Ridge Av AZ	a2dan@sbcglobal.net
14. Robert McFate	1333 Auston Ln Chelsea	robmfate@comcast.net
15. Tony Dereziński	1349 Glendaloch Circle	tdereziński@comcast.net
16. Ron Dawson	2126 Woodside Rd.	734 665 9260
17. Dorees Dawson	4 4 4	"
18. Carol Akerlot	2229 Needham	(734) 973-9579
19. Arthur Wasserman	2264 Manchester	973-8435
20. Amy Jones	7814 Yarmouth Way	travis.jones@gmail.com travis.jones@gmail.com
21. Claire Dykstra	1105 Berkshire Rd.	663 9508

Name

Address

Contact (Phone or Email)

9. SWEN THAMMONGT 3607 E. STATE 873-0887
10. RUSTY MESTYNE 3170 W. BENTLEY 971-4520
11. Tom Freeman Washtenaw County Parks P.O. Box 8645, A² 48107 freemant@washtenaw.org
12. JANET MILLER annarbor.com
13. ALICE RALPH 1607 E. STADIUM BLVD ajralph@comcast.net
14. ED GALECZYNSKI TEC 3985 VARSITY DRIVE 734971-0030
15. Ron Emanus 2503 HAMPSHIRE RD ROMANUS@ACM.ORG
16. John Goddard & Ira Mejer 2809 Brockman jgodd@umich.edu
17. Stephan Kunzelman 2885 Butternut St. skunzelman@az.gov
18. Carl Akerlof 2229 Meddham Road cakerlof@umich.edu
19. Alan Hunting Valley Dr
20. Rich Pietroski 2203 Platt Rd, Ann Arbor 48108 734-883-6293
rpietroski@iAofHfemichigan.org
21. FRYCOE 4844 Jackson Rd #50A² 48103 JBMARCO@HOTMAIL.COM

Name

Address

Contact (Phone or Email)

9. Dr. Henderson

14411 Brownell

313 608 0431

10. Robert Klingler

1677 Joyce Ave #3

11.

12.

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