



Staff and Consultants have not completed the review of the packet.

**GENOA CHARTER TOWNSHIP
Application for Re-Zoning**

APPLICANT NAME: PULTE HOMES OF MICHIGAN, LLC ADDRESS: 2800 LIVERNOIS ROAD, BLDG D
OWNER NAME: SEE ATTACHED ADDRESS: SUITE 320, TROY MI 48083
PARCEL #(s): SEE ATTACHED PRIMARY PHONE: (248) 820-7306
EMAIL 1: paul.schyck@pultegroup.com EMAIL 2: joe.skore@pultegroup.com

We, the undersigned, do hereby respectfully make application to and petition the Township Board to amend the Township Zoning Ordinance and change the zoning map of the township of Genoa as hereinafter requested, and in support of this application, the following facts are shown:

A. REQUIRED SUBMITTAL INFORMATION

1. A legal description and street address of the subject property, together with a map identifying the subject property in relation to surrounding properties;
2. The name, signature and address of the owner of the subject property, a statement of the applicant's interest in the subject property if not the owner in fee simple title, and proof of consent from the property owner;
3. It is desired and requested that the foregoing property be rezoned from:
AG to LDR/RPUD
4. A site plan illustrating existing conditions on the site and adjacent properties; such as woodlands, wetlands, soil conditions, steep slope, drainage patterns, views, existing buildings, sight distance limitations, relationship to other developed sites, and access points in the vicinity;
5. A conceptual plan demonstrating that the site could be developed with representative uses permitted in the requested zoning district meeting requirements for setbacks, wetland buffers access spacing, any requested service drives and other site design factors;
6. A written environmental impact assessment, a map of existing site features as described in Article 18 describing site features and anticipated impacts created by the host of uses permitted in the requested zoning district;
7. A written description of how the requested rezoning meets Sec. 22.04 "Criteria for Amendment of the Official Zoning Map."
8. The property in question shall be staked prior to the Planning Commission Public Hearing.

B. DESCRIBE HOW YOUR REQUESTED RE-ZONING MEETS THE ZONING ORDINANCE CRITERIA FOR AMENDING THE OFFICIAL ZONING MAP:

1. How is the rezoning consistent with the goals, policies and future land use map of the Genoa Township Master Plan, including any subareas or corridor studies. If not consistent, describe how conditions have changed since the Master Plan was adopted?

WE ARE REQUESTING THE PROPERTY BE REZONED LOW DENSITY (RPUD)
RESIDENTIAL WHICH IS CONSISTANT WITH THE MASTER PLAN

2. Are the site's physical, geological, hydrological and other environmental features suitable for the host of uses permitted in the proposed zoning district?

THE PROPERTY IS PARTIALY WOODED WITH INTERSPERSED WETLANDS AND ROLLING UPLAND AREAS THAT CONSIST OF MAINLY COARSE SANDS AND GRAVELS. GROUNDWATER IS GENERALLY DOZENS OF FEET BELOW THE UPLAND AREAS AND THE WETLAND INUNDATION IS ONLY PERIODIC.

3. Do you have any evidence that a reasonable return on investment cannot be received by developing the property with one (1) of the uses permitted under the current zoning?

THE CURRENT AG ZONING REQUIRES 10 AC MIN NON-FARM DWELLINGS WHICH IS NOT CONSISTENT WITH ADJACENT PROPERTIES OR THE MASTER PLAN. 10 AC MIN LOT SIZES WOULD ONLY YEILD 12 A LOT DENSITY VS. 58 LOTS AS PROPOSED

4. How would all the potential uses allowed in the proposed zoning district be compatible with surrounding uses and zoning in terms of views, noise, air quality, the environment, density, traffic impacts, drainage and potential influence on property values?

LDR WOULD BE COMPATIBLE WITH ADJACENT RESIDENTIAL PROPERTIES AND NOT ADVERSELY EFFECT THE ENVIRONMENTAL QUALITY OF THE AREA. AT LESS THAN 0.5 UNITS PER ACRE TRAFFIC WOULD NOT BE ADVERSLY EFFECTED & NEW BUILD COMPARABLE HOUSING WOULD ENHANCE PROPERTY VALUES

5. Are infrastructure capacity (streets, sanitary sewer, water, and drainage) and services (police and fire protection, etc.) sufficient to accommodate the uses permitted in the requested district?

THE LOW DENSITY RESIDENTIAL PROPOSAL WILL NOT ADVERSELY EFFECT EMERGENCY SERVES AS IT CONSISTENT WITH THE MASTER PLAN AND THE TOWNSHIPS GOALS. ALSO, SEPTIC AND WELLS ARE PROPOSED WITH NO IMPACT ON WATER AND SEWER CAPACITY

6. Is there a demonstrated demand in Genoa Township or the surrounding area for the types of uses permitted in the requested zoning district? If yes, explain how this site is better suited for the zoning than others which may be planned or zoned to accommodate the demand.

SUPPLY IS DEFICIENT FOR SINGLE FAMILY HOUSING IN MICHIGAN IN GENERAL AND THIS PROPOSAL WILL INCREASE SINGLE FAMILY HOMES WHILE PRESERVING OVER HALF OF THE SITE AS OPEN SPACE.

7. If you have a particular use in mind, is another zoning district more appropriate? Why should the Township re-zone the land rather than amend the list of uses allowed in another zoning district to accommodate your intended use?

LDR IS CONSISTENT WITH THE MASTER PLAN AND A REZONING WILL FULFILL A TOWNSHIP GOAL.

8. Describe any deed restrictions which could potentially affect the use of the property.

WE ARE NOT AWARE OF ANY SUCH DEED RESTIRCTIONS.

C. AFFIDAVIT

The undersigned says that they are the DEVELOPER (owner, lessee, or other specified interest) involved in this petition and that the foregoing answers and statements herein contained and the information herewith submitted are in all respects true and correct to the best of his/her knowledge and belief.

BY: PULTE HOMES OF MICHIGAN LLC

ADDRESS: 2800 LIVERNOIS ROAD, TROY MI 48083, BLDG D, SUITE 320


SIGNATURE

The following contact should also receive review letters and correspondence:

Name: STEVE ALLEN Email: sallen@umlorgroup.com

Business Affiliation: UMLOR GROUP

FEE EXCEEDANCE AGREEMENT

As stated on the site plan review fee schedule, all site plans are allocated two (2) consultant reviews and one (1) Planning Commission meeting. If additional reviews or meetings are necessary, the applicant will be required to pay the actual incurred costs for the additional reviews. If applicable, additional review fee payment will be required concurrent with submittal to the Township Board. By signing below, applicant indicates agreement and full understanding of this policy.

PROJECT NAME: Legacy Hills

PROJECT LOCATON & DESCRIPTION: North of Challis between Bauer Rd and grand Circle Drive

SIGNATURE: 

DATE: 8/24

PRINT NAME: Paul Schyck

PHONE: 248-820-7306

COMPANY NAME & ADDRESS: Pulte Homes of MI LLC

2800 Livernois Troy MI 48083 Bldg D Suite 320



GENOA CHARTER TOWNSHIP APPLICATION Planned Unit Development (PUD)

APPLICANT NAME: Pulte Homes of Michigan, LLC

APPLICANT EMAIL: paul.schyck@pultegroup.com

APPLICANT ADDRESS & PHONE: 2800 Livernois Road Bld D Suit 320 Troy MI 48083

OWNER'S NAME: See Attached

OWNER ADDRESS & PHONE: See Attached . ()

TAX CODE(S): See Attached

QUALIFYING CONDITIONS (To be filled out by applicant)

1. A PUD zoning classification may be initiated only by a petition.
2. It is desired and requested that the foregoing property be rezoned to the following type of PUD designation:
 - Planned Unit Development (RPUD)
 - Planned Industrial District (PID)
 - Mixed Use Planned Unit Development (MUPUD)
 - Redevelopment Planned Unit Development (RDPUD)
 - Non-residential Planned Unit Development (NRPUD)
 - Town Center Planned Unit Development (TCPUD)
3. The planned unit development site shall be under the control of one owner or group of owners and shall be capable of being planned and developed as one integral unit.

EXPLAIN Pulte Homes of Michigan, LLC will be the sole owner and is capable of developing the site as one integral unit.

4. The site shall have a minimum area of twenty (20) acres of contiguous land, provided such minimum may be reduced by the Township Board as follows:
 - A. The minimum area requirement may be reduced to five (5) acres for sites served by both public water and public sewer.
 - B. The minimum lot area may be waived for sites zoned for commercial use (NSD, GCD or RCD) where the site is occupied by a nonconforming commercial, office or industrial building, all buildings on such site are proposed to be removed and a new use permitted within the underlying zoning district is to be established. The Township Board shall only permit the PUD on the smaller site where it finds that the flexibility in dimensional standards is necessary to allow for innovative design in redeveloping the site and an existing blighted situation will be eliminated. A parallel plan shall be provided showing how the site could be redeveloped without the use of the PUD to allow the Planning Commission to evaluate whether the modifications to dimensional standards are the

minimum necessary to allow redevelopment of the site, while still meeting the spirit and intent of the ordinance.

C. The PUD site plan shall provide one or more of the following benefits not possible under the standards of another zoning district, as determined by the Planning Commission:

- preservation of significant natural or historic features
- a complementary mixture of uses or a variety of housing types
- common open space for passive or active recreational use
- mitigation to offset impacts
- redevelopment of a nonconforming site where creative design can address unique site constraints.

D. The site shall be served by public sewer and water. The Township may approve a residential PUD that is not served by public sewer or water, provided all lots shall be at least one (1) acre in area and the requirements of the County Health Department shall be met.

Size of property is 127.57 acres.

DESCRIBE BELOW HOW THE REQUESTED PUD DESIGNATION COMPLIES WITH AFOREMENTIONED MINIMUM LOT SIZE REQUIREMENTS.

The units will use on-site wastewater and individual wells that will meet or exceed Livingston County Health Department standards. Unit size will meet or exceed the revised ordinance amendment.

STANDARDS FOR REZONING TO PLANNED UNIT DEVELOPMENT (RESPOND HERE OR WITHIN THE IMPACT STATEMENT)

1. How would the PUD be consistent with the goals, policies and future land use map of the Genoa Township Master Plan, including any subarea or corridor studies. If conditions have changed since the Master Plan was adopted, the consistency with recent development trends in the area;

The Low Density Residential (RPUD) is consistent with the Master Plan.

2. The compatibility of all the potential uses in the PUD with surrounding uses and zoning in terms of land suitability, impacts on the environment, density, nature of use, traffic impacts, aesthetics, infrastructure and potential influence on property values;

The Low Density Residential (RPUD) would be compatible with adjacent residential properties and not adversely effect the environmental quality of the area. At less than 0.5 units per acre the traffic would not be adversely effected and new build comparable housing would enhance property values.

3. The capacity of infrastructure and services sufficient to accommodate the uses permitted in the requested district without compromising the "health, safety and welfare" of the Township;

The Low Density Residential (RPUD) proposal will not adversely effect emergency services as it is consistent with the Master Plan and Township goals. Also, septic and wells are proposed with no impact on water and sanitary sewer capacity.

4. The apparent demand for the types of uses permitted in the PUD;
Supply is deficient for single family housing in Michigan in general and the proposal will
increase single family homes while preserving over half of the site as open space.

AFFIDAVIT

The undersigned says that they are the Developer (owner, lessee, or other specified interest) involved in this petition and that the foregoing answers and statements herein contained and the information herewith submitted are in all respects true and correct to the best of his/her knowledge and belief.

BY: Pulte Homes of Michigan LLC *Paul Schyck*
ADDRESS: 2800 Livernois Road, Troy MI 48083 Bldg D, Suite 320

Contact Information - Review Letters and Correspondence shall be forwarded to the following:
Steve Allen of Umlor Group at sallen@umlorgroup.com
Name Business Affiliation E-mail



FEE EXCEEDANCE AGREEMENT
As stated on the site plan review fee schedule, all site plans are allocated two (2) consultant reviews and one (1) Planning Commission meeting. If additional reviews or meetings are necessary, the applicant will be required to pay the actual incurred costs for the additional reviews. If applicable, additional review fee payment will be required concurrent with submittal to the Township Board. By signing below, applicant indicates agreement and full understanding of this policy.

PROJECT NAME: Legacy Hills
PROJECT LOCATON & DESCRIPTION: North of Challis between Bauer and Grand Circle Drive

SIGNATURE: *Paul Schyck* DATE: 8/2/21
PRINT NAME: Paul Schyck PHONE: 248-890-7306
COMPANY NAME & ADDRESS: Pulte Home of Michigan LLC
2800 Livernois TYroy MI 48083 Bldg D Suite 320



GENOA CHARTER TOWNSHIP
Application for Site Plan Review

TO THE GENOA TOWNSHIP PLANNING COMMISSION AND TOWNSHIP BOARD:

APPLICANT NAME & ADDRESS: PULTE HOMES OF MICHIGAN LLC
If applicant is not the owner, a letter of Authorization from Property Owner is needed.

OWNER'S NAME & ADDRESS: see attached

SITE ADDRESS: _____ PARCEL #(s): _____

APPLICANT PHONE: (____) _____ OWNER PHONE: (____) _____


OWNER EMAIL: _____

LOCATION AND BRIEF DESCRIPTION OF SITE: Property is located on the north side of Challis Road between Dore & Bauer Roads

BRIEF STATEMENT OF PROPOSED USE: Single Family Residential Site Condominium

THE FOLLOWING BUILDINGS ARE PROPOSED: Single Family Housing Units

I HEREBY CERTIFY THAT ALL INFORMATION AND DATA ATTACHED TO AND MADE PART OF THIS APPLICATION IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

BY: PULTE HOMES OF MI LLC 

ADDRESS: 2800 Livernois Road, Troy MI 48083 Bldg D Suite 320

Contact Information - Review Letters and Correspondence shall be forwarded to the following:

1.) Steve Allen of Umlor Group at sallen@umlorgroup.com
Name Business Affiliation E-mail Address

FEE EXCEEDANCE AGREEMENT

As stated on the site plan review fee schedule, all site plans are allocated two (2) consultant reviews and one (1) Planning Commission meeting. If additional reviews or meetings are necessary, the applicant will be required to pay the actual incurred costs for the additional reviews. If applicable, additional review fee payment will be required concurrent with submittal to the Township Board. By signing below, applicant indicates agreement and full understanding of this policy.

SIGNATURE: Paul Schyck DATE: 8/21/24
PRINT NAME: Paul Schyck PHONE: 248-820-7306
ADDRESS: Pulte Homes of MI LLC 2800 Livernois Rd, Troy MI 48083 Bldg D Suite 320

ENVIRONMENTAL IMPACT ASSESSMENT

LEGACY HILLS - PULTE HOMES OF MICHIGAN LLC

September 27, 2024 (Rev:09-27-24)

Mr. Steve Allen
Director of Design Services
The Umlor Group
49287 West Road
Wixom MI, 48393

PROPERTY IDENTIFICATION: Pulte Homes intends to develop the combined properties located on the north side of Challis Road between Dorr Road and Bauer Road in Section 23. The proposed development includes four tax parcels 4711-23-300-003, 4711-23-400-001, 4711-23-400-007 & 4711-23-400-008. The property is currently zoned AG.



LEGACY HILLS OVERLL PROPERTY - GENOA TOWNSHIP – NO SCALE

DESCRIPTION OF PROJECT SITE: The combined property measures **127.57 gross acres**. The site is hilly and partially wooded separating potentially developable upland area at the westerly reaches of the property from the rest of the development. The property is bounded by a Railroad R/W to the North, Bauer Road to the East, Challis Road and an existing subdivision to the South, and residential parcels to the West. There are no defined water features, and the wetland is hydraulically connected to adjacent wetland as part of a larger system. There are no known sources of contamination and ruins of a former living structure was witnessed in the Southeast corner of the property.

IMPACT ON NATURAL FEATURES: The pre-development site is hilly and partially wooded with 32.25 acres of wetlands interspersed throughout the property. All wetlands except for approximately 2000 sf impacted for road construction will be preserved. Of the 127.57 gross acres 72.73 is proposed to remain as open Space as shown below in green, blue and yellow (see site plan for details). The Proposed Cluster PUD option allows for 57% of the property to remain as open space including over 26 acres of upland (see site plan). The preservation of vast, contiguous open space is a benefit to not only the future residents of Legacy Hills, but also the Township at large. Open spaces viewsheds, wildlife habitat, and the preserved natural environment benefits all Township residents. This is the principal benefit of the Cluster Residential PUD.



LEGACY HILLS CLUSTER PUD PLAN - GENOA TOWNSHIP – NO SCALE

IMPACT ON WETLANDS: The proposed road serving Units 13 thru 18 will cause approximately 0.04 ac of the 0.74 ac wetland to be filled for road construction. A permit from EGLE will be obtained for the fill and the amount filled will be mitigated.

All development storm water that will discharge to the wetlands will be filtered of sediment and impurities by sediment basins or mechanical treatment units prior to discharge. The stormwater discharge rate will be maintained at the historic agricultural rate to minimize downstream erosion and large flow fluctuations during storm events. All required EGLE wetland storm water discharge or fill permits will be obtained.

IMPACT ON STORM WATER MANAGEMENT: The pre-development site primarily drains to the Northwest into the existing wetland. We propose to collect runoff into a stormwater collection system and store in a sediment/detention basin prior to restricted releases into the existing wetland. Sediment and impurities will be removed from the storm water through the use of one or more of the following measures: sediment basins, storm water treatment chambers, infiltration, or other acceptable BMP per the Livingston County Drain Commission and Genoa Township Engineering Standards.

IMPACT ON SURROUNDING LAND USES: The Township envisions this property to be Low Density Residential, in harmony with the existing surrounding land uses through its Master Plan. In keeping with the Mater Plan we are proposing a Cluster PUD that results in overall approximately 0.5 Units/acre. The low proposed density will preserve the rural residential nature of this area of the township. A parallel plan has been provided to demonstrate that the cluster plan does not constitute an increase in density.

IMPACT ON PUBLIC FACILITIES AND SERVICES: We have received input from the Fire Marshall on the type of fire suppression and access that will be required. An emergency access drive is shown and fire suppression hydrants and/or drywells will be included in the final plans. We have received site distance approvals for both entrances from Livingston County Road Commission. In keeping with the Township Master Plan we do not foresee any adverse impact on city services

IMPACT ON PUBLIC UTILITIES: Potable Water and Wastewater services will be supplied via on-site septic systems and individual wells installed to Livingston County Health Department standards for the anticipated 58 Units. Therefore, there will be no impact on city sewers and water capacity. We conducted more than 120 test holes and have received preliminary approval from LCHD on-site septic systems. A Hydrogeologic study has been conducted including test wells by MacDowell and Associates and there was adequate quantity and quality of water for individual potable water wells. Also, MacDowell found adequate flow for fire suppression wells.

STORAGE AND HANDLING OF ANY HAZARDOUS MATERIALS: There are no known hazardous materials.

IMPACT ON TRAFFIC AND PEDISTRIANS: A Low-Density Residential Development by its nature should not have any adverse impact on traffic and pedestrians in a rural setting. After a conceptual review by the traffic engineer it would appear that we do not meet the threshold for a traffic study. However, a traffic study according to Section 18.07.09 will be prepared and submitted when completed. The LCRC has reviewed our entrances for site distance and traffic safety issues and approved our locations.

Land Use	ITE Code	Size	Unit	Weekday Average Daily Traffic (vpd)	AM Peak Hour (vph)			PM Peak Hour (vph)		
					In	Out	Total	In	Out	Total
Single-Family Detached	210	58	DU	611	11	34	45	38	22	60

Attached:

LCHD Preliminary Septic Approval

LCHD Preliminary Well Approval

LCRC Site Distance Approval

The Umlor Group

Stephen C. Allen - Design Services Director

PLANNED DEVELOPMENT AGREEMENT

for

LEGACY HILLS

Entered into between:

Charter Township of Genoa, a Michigan Municipal Corporation

and

Pulte Homes of Michigan LLC, a Michigan limited liability company

Dated: _____, 20__

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LEGACY HILLS PLANNED DEVELOPMENT AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into this ___th day of _____, 20__ (“Effective Date”), by and between the CHARTER TOWNSHIP OF GENOA (“Township”) a Michigan municipal corporation, with offices located at 2911 Dorr Road, Brighton, Michigan 48116, and Pulte Homes of Michigan LLC (“Developer”), a Michigan limited liability company, with offices located at 2800 Livernois Road, Building D, Suite 320, Troy, Michigan 48083.

Project Developer: Pulte Homes of Michigan LLC, a Michigan limited liability company

Project Planner: Genoa Township Planning Services
Amy Ruthig

Project Engineer: The Umlor Group

RECITALS

A. Developer is, or is under contract to become the owner of certain property more particularly described on **Exhibit A** attached hereto and incorporated herein (“Property”), which is currently zoned AG, Agricultural Zoning District.

B. Developer intends to develop the Property into a site condominium project (the “Project”) consisting of fifty-eight (58) units (“Units”) and consisting of approximately one-hundred-twenty-eight (128) acres.

C. In relation to development of the Project, Developer applied for approval of an amendment to the Township’s Zoning Ordinance to amend the Township Zoning Map and rezone the property to Residential Planned Unit Development (“RPUD”).

D. In accordance with the PUD zoning requirements as set forth in the Township Zoning Ordinance and Master Plan, the Project will have less than one (1) dwelling unit per net acre, and otherwise comply with required width, lot coverage, and setbacks requirements for RPUD zoning under the Zoning Ordinance, except as set forth in the Schedule of Regulations and Modifications attached as **Exhibit D** to this Agreement.

E. The Project as, will provide definite benefits to the Township including the preservation of significant natural features and pedestrian connectivity via an internal sidewalk system throughout the Project,

NOW, THEREFORE, it is hereby agreed as follows:

1. SUMMARY DESCRIPTION OF THE PROJECT

The Project covers an area comprising approximately one-hundred-twenty-eight (128) acres, located generally at Challis Road and Bauer Road in the Charter Township of Genoa.

Developer is proposing to develop a single family residential condominium project that generally meets the requirements of the Zoning Ordinance and that is/are consistent with the conditions imposed in the recommendation of approval by the Planning Commission. The proposed use(s) is/are as follows: Single family residential homes, provided, however, that Developer may erect and maintain models on the Property in furtherance of the sales activities of the Developer in relation to the condominium. Notwithstanding anything to the contrary contained elsewhere in this Agreement, until all Units in the entire Project are sold by Developer, Developer shall have the right to maintain a sales office, a business office, a construction office, models units, storage areas and reasonable parking incident to the foregoing, and such access to, from and over the Project as may be reasonable to enable development and sale of Units or the entire Project by the Developer.

2. ADHERENCE TO REQUIREMENTS FOR DEVELOPMENT

The Property shall be developed and improved in full compliance with the following (collectively referred to as the “Development Documents”):

- a. Appendix A to the Code of Ordinances for Genoa Township, the Zoning Ordinance. The Project is being developed in accordance with the provisions of Article 10, Planned Unit Development (PUD), in the form and on the terms existing on the Effective Date, except as otherwise provided in this Agreement (the “Zoning Ordinance”), including but not limited all other modifications as set forth on **Exhibit D**, permitting the uses as shown on the conceptual development plan attached as **Exhibit B**.

- b. The “Conceptual Development Plan for “Legacy Hills” was recommended for approval by the Planning Commission on _____ and approved by the Township Board on _____. The Final PUD Conceptual Plan for “Legacy Hills” prepared by The Umlor Group, Job No. _____, with revision date of _____, attached as **Exhibit B** hereto, and which consists of the following pages:
 - Sheet no. 1 [identify each]
 - Sheet no. 2
 - Sheet no. 3
 - Sheet no. 4
 - Sheet no. 5

- c. Conditions imposed on the Project by the Planning Commission in its recommendation for approval for the PUD Conceptual Development Plan for Legacy Hills on _____, 20____, and the conditions imposed by the Township Board on the Legacy Hills PUD when it was approved on _____, 20____, which may include the conditions recommended by the Township’s Community Planner and Engineer, and any other reasonable conditions which may be subsequently imposed by the Township Board with respect to the Legacy

Hills PUD approval, and the Planning Commission as part of the Final Conceptual Development Plan approval with respect to the Site Plan or other required approvals, all of which are set forth in **Exhibit C** attached hereto:

- d. This Agreement and any conditions imposed herein.
- e. Any and all conditions of the Final PUD Conceptual Development Plan Approval recommended by the Planning Commission and adopted by the Township Board pertaining to the Project are reflected in the official minutes of such meetings. The Final Conceptual Development Plan for Legacy Hills is attached as **Exhibit B** to this Agreement (together the official minutes described in this Section, conditions imposed in Section 2(c) above, and the Conceptual Development Plan for Legacy Hills shall be referred to as the “Final Site Plan”). The Final Site Plan shall be designed in conformance with the requirements of this Agreement. The Final Conceptual Development Plan for Legacy Hills is attached as
- f. Conditions of approval of the Genoa Township Engineering Design Standards and any other reasonable conditions which might be required by the Township Engineer.

Furthermore, all development and improvement of the Property by Developer and all use of the Property shall be subject to and in accordance with all applicable Township Ordinances, and shall also be subject to and in accordance with all other approvals and permits required under applicable Township Ordinances, the Development Documents and state laws for the respective components of the Project. To the extent that there are conflicts or discrepancies between respective provisions of the Development Documents, or between provisions of the Development Documents and Township Ordinances, this Agreement shall control. In the event the PUD Agreement is silent on matters otherwise covered by the PUD, Final Conceptual Development Plan or Township Ordinances and regulations, the PUD, Final Conceptual Development Plan and the Township Ordinances and regulations shall apply.

All future owner(s) of the Property shall be bound by the terms of this Agreement and the Developer’s authority and responsibilities stated herein. It shall be the responsibility of the Developer to transmit notice to all future owner(s) of the Property of the requirements contained within this Agreement. The Township shall require that all developers, present or future, of any portion of the PUD, as the same may be expanded by the Township, and their respective successors in title, comply with the Township Ordinances and the Development Documents.

3. ADHERENCE TO ORDINANCES

Developer shall comply with all applicable Township ordinances, including the Zoning Ordinance, Condominium Ordinance, and/or the Subdivision Control Ordinance, in effect at the Effective Date of this Agreement, except where modified by this Agreement. Future phases, if applicable of development shall comply with the Zoning Ordinance of the Township in effect at the Effective Date of this Agreement, except where modified by this Agreement, and all other modifications as set forth on **Exhibit D**. Developer acknowledges that certain provisions of this Agreement may exceed the requirements of the Zoning Ordinance, and the Township

acknowledges that items shown in the Final Site Plan may be less than the requirements of the Zoning Ordinance. Developer shall fully comply with all engineering and other local, state and federal codes and regulations in effect at the time of this Agreement, unless superseded or otherwise covered in this Agreement and the Final Site Plan. The Final Conceptual Development Plan for Legacy Hills is attached as Exhibit F and minutes of the Planning Commission and Township Board meetings are attached as Exhibit E.

4. PERMITS AND AUTHORIZATIONS

The Township shall grant to Developer and its contractors and subcontractors all Township permits and authorizations necessary to bring all utilities including electricity, telephone, gas, cable television, water, storm and sanitary sewer to the Property and to otherwise develop and improve the Property in accordance with the Final Site Plan, provided the Developer has first made all requisite applications for permits, complied with the requirements for said permits, and paid all required fees. Any applications for permits from the Township will be processed in the customary manner. The Township will cooperate with Developer in connection with Developer's applications for any necessary county, state, federal or utility company approvals, permits or authorizations to the extent that such applications and/or discussions are consistent with the Final Site Plan, and this Agreement.

5. EXPIRATION AND PHASING

A. EXPIRATION

This Agreement shall be in effect for a period of 6 years from the Effective Date, during which time Developer shall obtain building permits, and begin substantial construction of the the Project or phase to vest. The Final Planned Development was approved on _____, 20___. This Agreement expires on _____, 20___, which is six years from the Effective Date (the "Expiration Date"). Construction of the System, Utility Improvements, roads and Improvements shall commence within 5 years of the date of approval and be substantially complete by the end of the Expiration Date.

The Developer has a right to request an extension for good cause from the Township Board not less than 90 days prior to the Expiration Date of this Agreement.

B. PHASING

The Project will be developed in one phase. If the Project does not have site plan approval, for which the improvements have not been financially secured with the Township, which has not been recorded, and for which construction of the site improvements has not commenced on or before _____, 20__ is not vested, unless the Township Board has approved an extension.

Once construction has commenced on the Project, the Developer will be deemed to have obtained vested rights to complete construction of the planned development.

The Project is planned as a one phase development, which shall include the associated infrastructure improvements within, or necessary to serve, the phase.

Construction is scheduled to commence upon final PUD and Final Site Plan approval and receipt by Developer of all permits from outside agencies necessary to permit construction. The conditions established by the Planning Commission during Preliminary PUD and Site Plan approvals, as well as any additional conditions which may be imposed during Final PUD and Final Site Plan prior to the issuance of any permits by the Township.

Upon completion of the Project, it shall be capable of standing on its own in terms of the presence of services, facilities and infrastructure to serve the Project, and open space to be located within the Project, or, and shall contain the necessary components to insure the protection of natural resources, and the health, safety and welfare of the users of the Project and the residents of the surrounding area. For purposes of this section, "infrastructure" means roads, drives, entranceways, parking lots and spaces, safety paths, sidewalks, water system, sewer system, landscaping, buffers, signage, lighting, soil erosion and sedimentation control, grading, storm water drainage, detention and retention improvements, electric, natural gas, telephone, cable television, and any other necessary utilities, to the extent such infrastructure is located within the applicable phase or is necessary within the Project. In addition, for the Project to be considered complete, all easements required for that phase pursuant to this Agreement must be approved and provided to the Township in recordable form. Developer shall pay all recording fees.

To the extent construction has commenced, Developer shall be deemed to have obtained vested rights, and shall be permitted to complete the Project in accordance with the Development Documents and this Agreement.

7. ROADS, DRIVES AND PARKING LOTS

- a. All roads for the Project, shall be designed, situated and constructed in accordance with the Township Engineering approvals and applicable Township Ordinances, the Development Documents, and the Final Site Plan.
- b. Except as may result from the unavailability of asphalt due to winter weather conditions, all roads, drives and parking lots depicted on the Final Site Plan, and which are necessary to serve any component of the Project then under construction shall be completed and approved (except top coat, if constructed utilizing bituminous paving materials) prior to issuance of a final Certificate of Occupancy for any building or structure to be served thereby within the component of the Project. In the event that Developer fails to complete the roads, drives and parking lots by the time required by this Agreement, the Township may, at its option, after first giving written notice to Developer of the deficiency and an opportunity to cure the same in the manner and within the time for cure provided in Section 6 above, elect to collect the Financial Assurance, posted under Section 15, and install the roads. If the Township should elect to proceed with the construction of the roads and drives, building permits may be issued subject to installation and maintenance of an adequate gravel subsurface base for

all entranceways and internal drive areas to provide access for construction traffic, Township personnel, or emergency and firefighting equipment. However, in the event the Township elects to issue building permits, the paving of all areas referenced in this paragraph shall be completed and approved (including top coat and parking lot striping) prior to issuance of a final Certificate of Occupancy. An extension of the time required to complete the paving of all areas may be granted by the Township administration, in its sole discretion, in the event of circumstances beyond the control of Developer, such as but not limited to adverse weather conditions. As part of any extension granted by the Township, to the extent the completion of the roads, drives and parking lots are not already secured by Financial Assurances previously posted by Developer, Developer shall post a Financial Assurance in an amount equal to XXX Percent of the Township's estimated cost of completing the construction of the roads, drives and parking lots as determined by the Township's Consulting Engineer.

- c. The Township agrees to the proposed road hierarchy, geometrics, utility locations and amended rights-of-way as depicted on the Final Site Plan.
- d. No building permits shall be issued for an approved phase or, if none, the Project, until the infrastructure is installed. This shall include, at a minimum, internal roads, water and sewer lines, and storm water drainage and detention.

8. LANDSCAPING, LIGHTING, AND ARCHITECTURAL STANDARDS

Developer shall construct the Project in full compliance with the Development Documents, which shall govern the landscaping, lighting, signs, architectural and other standards applicable to the Project.

9. STORM WATER DETENTION/RETENTION SYSTEM

Developer, at its sole expense, shall construct and maintain storm water detention/retention system ("System") (except to the extent that the System is accepted by Livingston County Drain Commissioner under a so-called 433 Agreement pursuant to Section 433 of Act No. 40 of the Public Acts of 1956, the Township will not require further maintenance), which System may include both on-site and off-site improvements, in accordance with the Development Documents, the Final Site Plan, and all applicable ordinances, laws, codes, standards and regulations. The System shall be constructed and made to operate using best management practices. At a minimum, the System shall be designed in accordance with Livingston County standards. The System shall provide storm water detention/retention for all the Property.

10. OPEN SPACE AND NATURAL FEATURES

Developer shall dedicate a minimum of 50%, or such other amount as agreed upon by the Township and Developer, of the Property as open space. The open spaces shall be designed and landscaped to create natural areas that add to the overall aesthetics of the Project. For the purpose

of insuring long term preservation of open space and natural features within the Project, all open space and storm water drainage and detention areas and facilities, shall be perpetually preserved as unimproved areas (other than Improvements installed in accordance with the Final Site Plan) by way of provisions contained in the master deed (“Master Deed”) recorded to establish the Project as a Condominium under the Michigan Condominium Act, Act 59 of 1978 (the “Act”), and in accordance with EGLE requirements as to any wetlands regulated by the EGLE and the terms of any conservation easements granted to the EGLE.

11. MAINTENANCE OBLIGATIONS

Provision for the continued maintenance of all structures, roads, drives, parking lots, sidewalks, parks, open spaces, natural features, landscape materials, lighting, System, Utility Improvements and other improvements as described in the Final Site Plan (all collectively “Improvements”), and the posting of the required Financial Assurances for the Public Improvements required in Section 13 and otherwise in this Agreement, are of major importance to the continued success of the Project. To ensure the proper installation and continued repair/maintenance of the Improvements, the following standards are imposed, which shall be incorporated into all contract documents relative to the Project, including, but not limited to, the Master Deed as provided below:

a. Developer Obligation to Construct and Repair/Maintain Improvements for the Project.

Developer shall be responsible for the construction of all Improvements in the Project, including the installation of Utility Improvements, at no cost to the Township.

b. Maintenance Obligations

An association shall be established by Developer for maintenance of the common areas after the completion of the Project to control and be responsible for the repair/maintenance of the Improvements for the Project, at no cost to the Township, and to levy and collect assessments as necessary to pay the cost of such repair/maintenance. For purposes of this Agreement, the term “Association” shall refer to the association which will be created at a point designated by Developer in the Master Deed, or other similar documents to administer and operate the condominium for the Project established under the Act.

c. Additional Obligations

i. Except as provided in herein, Developer shall be responsible for the repair/maintenance of the all Improvements (except to the extent of dedication to the Township) within the Project, at no cost to the Township, until such time as the Association is formed and the appropriate Master Deed has been recorded, which sets forth the rights, powers, privileges, responsibilities and duties so assigned and conveyed, and which makes the

Association responsible for the repair/maintenance of the Improvements, except to the extent that such Improvements have been dedicated to the public. At that time the Association shall become responsible for the same and Developer shall no longer be so responsible.

- ii. To the extent necessary to permit the Township to perform any right granted to or obligation assumed by the Township pursuant to this Agreement, including without limitation the right to complete and/or maintain the Improvements in the event Developer, or the Association fail to do so as required by this Agreement, Developer hereby grants and conveys to the Township a right and easement over the common areas and open spaces of the Project and other elements necessary to provide for maintenance, operation and repair of Improvements to the extent not performed by Developer or the Association after reasonable notice and opportunity to cure as set forth in this Agreement, and Developer hereby covenants for itself, its successors, heirs and assigns, that the Township shall have a continuing right to enter onto the Project and the Property for the foregoing purposes in connection with the Improvements incorporated into the Project. Developer shall provide individual easements in recordable form for each infrastructure component of the Improvements.
- iii. The Improvements as constructed shall not be altered in any material way. The repair and maintenance of the Improvements shall not be deemed a material alteration.
- iv. Easements for the repair/maintenance of the Improvements are acknowledged and reserved as shown approved final engineering plan. No structure, landscaping, planting, fill or other material shall be placed which may interfere with, impede, obstruct or change the direction of the water flow within the easements for the System, Project drainage areas, and utility easement areas, or which otherwise interferes with the use and maintenance of the Improvements. The repair/maintenance of all of the aforementioned easement areas shall be the responsibility of and enforced by Developer until the Transitional Control Date as defined in the Act, at which time the Association shall be responsible for the same and the Developer shall no longer be so responsible.
- v. In the event the Township determines that the Improvements are not being properly repaired/maintained, the Township shall serve written notice upon the Developer and/or the Associations, as appropriate, setting forth the manner in which they have failed to repair/maintain the Improvements, in reasonable condition and order. Written notice required in this Agreement may be provided by mail, or by electronic means or facsimile with a hard copy by mail. The notice shall include a demand that deficiencies in the repair/maintenance, in no event less than thirty (30) days (the "Improvement Notice and Cure Period"). If the deficiencies set forth in the notice are not cured within said Improvement Notice and Cure

Period, the Township may enter upon the Property to repair/maintain the Improvements, and assess the cost of such repair/maintenance, including any related administrative expense and attorney fees, to the owners of the parcels within the Project. The Township will not take action to enter upon the Property and repair/maintain the Improvements if, within the Improvement Notice and Cure Period, the Developer, or the Association, if after the Transitional Control Date, as applicable, has taken appropriate steps to repair/maintain the Improvements, and thereafter diligently pursues completion of the required repair/maintenance work. In the event the Township enters upon the Property to repair/maintain the Improvements in accordance with this section, the Township may add to the actual cost of maintenance and repair a sum equal to XXX percent of the costs incurred by the Township in completing the same to cover the costs of servicing this Agreement. The Township may require the payment of such monies prior to commencement of the work. In any event, all maintenance assessments shall be due and payable upon receipt by the Developer, or the Association, as applicable, of a written invoice for the same from the Township with appropriate supporting documentation. Any assessment not paid within thirty (30) days following the delivery of the invoice shall bear interest at the rate of one and X percent per month until paid. If such costs and expenses have not been paid within thirty (30) days of a billing to the Developer, or the Association, as applicable, all unpaid amounts may be placed on the delinquent tax roll of the Township, as to the applicable component of that particular parcel of Property, and shall accrue interest at the rate of X percent per month 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. At the discretion of the Township, such costs and expenses may also be collected by suit initiated against Developer, the applicable property owner(s) or the Association and/or future owners, as applicable, and in the event the Township prevails in such suit, the Developer, the applicable property owner(s), Association and/or future owner shall pay all court costs and reasonable attorney fees incurred by the Township in connection with such suit. The Township shall also have the enforcement rights otherwise provided in applicable Township Ordinances and the Development Documents.

- vi. Should deficiencies in repair/maintenance of the Improvements be determined by the Township to constitute an impending and immediate danger to the health, safety and welfare of the public, the Township shall have the right to take immediate corrective action and summarily abate such danger. The Township will make its best effort to communicate with the Developer, or the Association, as applicable, by telephone at the number to be provided by Developer, and the Association before taking such action, but the Township will not be required to delay any action in the event of an impending and immediate danger if it is unable to make contact with Developer, the applicable property owner(s) or the

Association, in which event the Township will provide notice of the action taken as soon as possible after the time of the action, and in any event no later than forty-eight (48) hours after taking such action. Should deficiencies in repair/maintenance of the Improvements be determined to be a public or private nuisance, the same may be abated pursuant to Township ordinances.

- vii. Any repair/maintenance assessments imposed by the Township shall be secured by a lien and encumbrance upon that portion of the Property with respect to which the assessment is made, and, if the assessments are not timely paid by the Developer, the applicable property owners, or the Association, as applicable, the liens may be enforced by the Township in the same manner as enforcement of liens for delinquent real property taxes.

12. CONDOMINIUM DOCUMENTS

The developer shall submit to the Township a proposed Master Deed and Bylaws, including the Exhibit B condominium plan (collectively the “Condominium Documents”), if applicable, for the Project. The proposed documents shall be subject to review and approval by the Township Attorney and Township staff prior to recording. The Condominium Documents shall be fully executed and recorded prior to the issuance of any certificate of occupancy by the Township. As part of the Condominium Documents, there shall be provisions obligating Developer or the Association, if after the Transitional Control Date, to maintain and preserve all the Improvements, the private roads, drives, entranceways, parking, walkways, screening walls, landscaping, lighting, signage, greenbelts, open areas, pedestrian walkways and open area amenities, setbacks, the System and related easements and any other private common elements and Improvements described in the Final Site Plan in good working order and appearance at all times and in accordance with the Development Documents and Section 11 of this Agreement. The Condominium Documents shall also contain reference to the actions which may be taken by the Township pursuant to Section 11 in the event that the Improvements are not preserved, maintained or repaired. Additionally, the Condominium Documents shall identify and make reference to the Development Documents and the regulations of the Property therein, including a reference to this Agreement.

In the event an Association is not created under Section 11 of this Agreement, the Condominium Documents shall contain provisions providing for the continued maintenance/repair of the Improvements, at no cost to the Township, and provisions requiring the levying and collection of assessments as necessary to pay the cost of such repair/maintenance and to ensure the ability to pay the cost of future repairs and maintenance of the Improvements. In addition, the Condominium shall contain provisions granting the Township the right to enter the Property to maintain/repair the Improvements and to collect the costs associated with such action as set forth in Section 11(vi) and (vii).

13. FINANCIAL ASSURANCE REQUIREMENTS

Developer, prior to commencing construction, shall deposit with the Township or a financial institution acceptable to the Township, cash, certified check, or an automatically renewing irrevocable letter of credit, whichever Developer elects, running to the Township, to provide financial assurance (the "Financial Assurance") for the construction of the System, Utility Improvements, and roads as designated herein (referred to as "Public Improvements") in accordance with Township policy. The Financial Assurance required shall be in the amount of XXX percent of the cost of construction of the Public Improvements, for the particular phase being developed as specified in a contract for construction, which estimate has been approved by the Township's Engineer. The Financial Assurance shall secure the completion of the Public Improvements. If and to the extent another governmental entity having jurisdiction requires a bond or other security to secure the completion of any of the Public Improvements, and to avoid imposing on Developer the obligation of bonding twice for the same Public Improvement, the amount of the Financial Assurance required by this Agreement shall be reduced by the amount of the financial assurance required by the other governmental entity. The Township will rebate to Developer as work progresses, and if approved by the Township, amounts of any cash deposits, or reduce the irrevocable letter of credit, as may be applicable, equal to the ratio of the work completed on the Public Improvements in each respective phase of the Project. However, at no time shall the amount retained for any incomplete work total less than 110% of the value of the remaining work, as determined by the Township's Engineer.

Concurrently with approval by the Township of any streets or other Public Improvements, a X year maintenance bond in the amount of X% of the total projected cost of the roads running from the date of final approval of the Public Improvements, as established by the Township, or other Financial Assurance, running to the Township equal to X% of the construction costs for the Public Improvements shall be posted by Developer. Additionally, in accordance with the Township's Engineering Design Standards, as-built plans certified by a licensed engineer, reviewed by the Township's engineer, shall be submitted to the Township.

14. INSURANCE

Developer or its contractor(s) shall not commence work on the Project until either Developer or its contractor has obtained the insurance required under this section, and provided copies of the same in the form of ACORD forms to the Township. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan, and shall be in good standing with the state. The minimum insurance requirements are as follows:

- a. Workers' Compensation Insurance: Developer, or its subcontractors, shall procure and maintain during the life of the Project, Workers' Compensation Insurance, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
- b. Commercial General Liability Insurance: Developer, or its subcontractors, shall procure and maintain during the life of the Project, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than X per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury, and Property Damage.

- c. Motor Vehicle Liability: Developer, or its subcontractors, shall procure and maintain during the life of the Project Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability not less than X per occurrence combined single limit, Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles used on the Project, and all hired vehicles.

- d. Additional Insured: Commercial General Liability Insurance, as described above, shall include an endorsement providing Additional Insureds as follows stating that the following shall be Additional Insureds: Charter Township of Genoa, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereon. It is understood and agreed by naming the Charter Township of Genoa as additional insured, coverage afforded is considered primary and any other insurance the Charter Township of Genoa may have in effect shall be considered secondary and/or excess.

- e. Owner's and Contractor Protective Liability Policy Requirements. Developer, shall procure and maintain during the life of the Project, Owner's and Contractor's Protective Liability Insurance, with limits of not less than X for each occurrence and/or aggregate combined single limit

- f. Additional Insurance and Bond Requirements of the Township. Developer shall also comply with the following requirements:
 - a. Notice of Cancellation or Intent Not to Renew. Policies will be endorsed to provide that at least 30 days written notice shall be given to the Township of cancellation or of intent not to renew.

 - b. Evidence of Coverage. Prior to the preconstruction meeting, the Developer shall furnish to the Township two (2) copies of Certificates of Insurance in force for the amounts and types of insurances required, except for the Owner's Protective Liability Insurance. These certificates shall include all the items prescribed by this section including the agreement to cancellation provisions. All copies of Certificates of Insurance and Insurance Policies shall include the specific project name and location of work. The Developer shall furnish to the Municipality two (2) complete "originally signed" copies of the Owner's Protective Liability Policy. The Township reserves the right to request complete copies of other policies if deemed necessary Ascertain details of coverage not provided by the certificates. Such policy copies shall be "Originally Signed Copies", and so designated.

 - c. Qualification of Insurers. In order to determine financial strength and reputation of insurance carriers, all companies providing the coverages required shall be licensed or approved by the Insurance Bureau of the State of Michigan and shall have a financial rating not lower than VII and a

policyholder's service rating no lower than A (-) as listed in A.M. Best's Key Rating Guide, current edition. Companies with ratings lower than A(-) VII will be acceptable only upon written consent of the Township. Please provide the NAIC codes for the insurers. The Township will verify that the insurers are in good standing.

- d. Name. Name of project must appear on all certificates of insurance.

The Developer shall provide a copy of the certificate of insurance each year upon renewal. If any of the above coverage changes during each year of the term of this contract, Developer, or its subcontractors, shall deliver new certificates to Genoa Township at least thirty (30) days prior to the change date.

15. REIMBURSABLE COSTS

- a. The Developer shall reimburse the Township for the following costs:
 - i. All reasonable planning, engineering, legal and any consultant fees incurred in connection with the review and approval of the Project, in accordance with the Township's Planning and Engineering Services Fee Schedules.
 - ii. All reasonable planning, engineering, legal and any consultant fees, along with applicable permit and inspection fees, which may be incurred throughout the construction of the Project as a result of any required inspections or actions taken to ensure compliance with the Development Documents.
- b. In addition, Developer shall be responsible for all costs associated with the submission to the Township and consideration of all plans and documents associated with the Project, including, but not limited to, site plans, landscaping plans, engineering plans, as-built plans, permits, inspections, etc. Further, Developer shall be responsible for all costs related to variance requests, special use requests, and review and approval of any other agreements associated with the Project, including but not limited to, the Condominium Documents, petitions for any special assessments district, and other similar documents, plans and costs.

16. ACCESS TO PROPERTY

In all instances in which the Township, pursuant to this Agreement, utilizes the proceeds of a Financial Assurance given to secure completion or maintenance of improvements, and at any time throughout the period of development and construction of any part of the Project, the Township, its contractors, representatives, consultants and agents, shall be permitted, and are hereby granted authority, to enter upon all or any portion of the Property for the purpose of inspecting and or completing the respective Improvements, and for the purposes of inspecting for compliance with and enforcement of the Final Site Plan and this Agreement.

17. ENFORCEMENT AND REMEDIES

In the event there is a failure to timely perform any obligation or undertaking required by this Agreement, the Township shall serve written notice upon the Developer setting forth such deficiency and a demand that the deficiency be cured within thirty (30) days following the notice (with the exception of a deficiency determined by the Township to constitute an impending and immediate danger to the health safety, and welfare of the public, for which the provisions of Section 12(c)(vii) shall apply). If the deficiency set forth in the notice is not cured within said thirty (30) day period, and the deficiency relates to items which can be cured by the Township through repair and maintenance, the Township may enter upon the Property to cure the deficiency, and assess the cost of such cure, including any related administrative expense and attorney fees, to Developer. The Township will not take action to enter upon the Property and cure the deficiency if, within the thirty (30) days following the Township's notice, Developer has taken appropriate steps to cure the deficiency, and thereafter diligently pursues completion of the required work. In the event the Township enters upon the Property to cure the deficiency in accordance with this section, the Township may add to the actual cost to cure a sum equal to twenty-five (25%) percent of the costs incurred by the Township in completing the same to cover the costs of servicing this Agreement. The Township may require the payments of said monies prior to the commencement of work. In any event, all costs shall be due and payable upon receipt by Developer of a written invoice for the same from the Township with appropriate supporting documentation. Any costs not paid within thirty (30) days following the delivery of the invoice and supporting documentation shall bear interest at the rate of X percent per month until paid. The payment obligation under this paragraph shall be secured by a lien against the Property, which lien shall be deemed effective as of the date of the initial written notice of deficiency provided to Developer, or in emergency circumstances, the date at which the Township incurred its first cost or expense in taking corrective action. Such security shall be realized by placing a billing which has been unpaid by Developer for more than thirty (30) days on the delinquent tax rolls of the Township relative to the Property, to accumulate interest and penalties, and to be deemed and collected, as and in the same manner as made and provided for collection of delinquent real property taxes. In the discretion of the Township, such costs and expenses may be collected by suit initiated against Developer, and in such event, Developer shall pay all court costs and attorney fees incurred by the Township in connection with such suit if the Township prevails in collecting funds.

If the deficiency relates to a matter that cannot be cured through repair or maintenance by the Township in accordance with this Agreement (e.g. failure to maintain insurance, failure to provide Financial Assurance, etc.), the notice shall set forth the deficiency and the date, time and place for a hearing before the Township Board, for the purpose of allowing Developer an opportunity to be heard as to the reasons for the deficiency, and what actions will be taken to correct the deficiency. At any such hearing, the time for curing and the hearing itself may be extended and/or continued to a date certain. If, following the hearing described above, the Township Board determines that the obligation has not been fulfilled or has not been corrected within the time specified in the notice, or if an emergency situation exists as determined by the Township in its discretion, the Township shall have the power and authority, but not the obligation, to take any or all of the following actions, in addition to any actions authorized under this Agreement, Township ordinances or state law:

- a. Initiate legal action for the enforcement of any of the provisions set forth in the Development Documents. In the event the Township obtains any relief as a result

of litigation, Developer shall pay all courts costs and reasonable attorney fees incurred by the Township in connection with such legal action.

- b. The Township may issue a stop work order with cause as to any or all aspects of the Project, may deny issuance of any requested building permit or certificate of occupancy within the Project regardless of whether Developer is the named applicant for such permit or certificate of occupancy, and may suspend further inspections of any or all aspects of the Project pending a cure of any such deficiencies.

The rights and remedies accorded the Township pursuant to this Agreement, the ordinances of the Township and/or applicable law are cumulative and may be exercised in any order, without precluding the right of the Township to exercise any other right or remedy at a later time.

18. DEVELOPER ACKNOWLEDGMENT

By execution of this Agreement, Developer agrees that the conditions contained herein are fair, reasonable and equitable requirements and conditions; agrees that this Agreement does not constitute a taking of property for any purpose or a violation of any constitutional rights; and agrees to be bound by each and every provision of this Agreement. Furthermore, it is agreed that the Improvements and undertakings described herein are necessary and roughly proportional to the burden imposed, and are necessary in order to ensure that public services and facilities will be capable of accommodating the Project, and the increased service and facility loads caused by the Project; to protect the natural environment and conserve natural resources; to ensure compatibility with adjacent uses of land; to promote use of the Property in a socially and economically desirable manner; and to achieve other legitimate objectives authorized by law. It is further agreed and acknowledged that all the required Improvements, both on-site and off-site, are clearly related to the burdens to be created by the Project, and all such improvements are clearly and substantially related to the Township's legitimate interests in protecting the public health, safety and welfare.

19. MISCELLANEOUS

a. Binding Effect

This Agreement shall be binding upon and inure to the benefit of the parties and their heirs, successors and assigns, including the condominium association established to operate and manage the affairs of the Condominium ("Association"). The Condominium Documents shall include a provision stating that the Association shall be bound by the terms and conditions of this Agreement and that any amendment to the Condominium Documents which impacts the Township's rights under such provision as it relates to this Agreement must be reviewed by the Township. The rights and obligations contained in this Agreement shall run with the Property. Developer shall be required, at its sole cost, to record this Agreement within thirty (30) days of execution with the Livingston County Register of Deeds, and provide a recorded copy to the

Township as soon as a recorded copy is returned to Developer by the Livingston County Register of Deeds.

b. Authority

This Agreement has been duly authorized by Developer and the Township, through the approval of the Township Board at a meeting in accordance with the laws of the State of Michigan and the Ordinances of the Township. By the execution of this Agreement, the parties each warrant that they have the authority to execute this Agreement and bind the Property in its respective entities to its terms and conditions.

c. Final Site Plan Approval

Developer acknowledges that, at the time of the execution of this Agreement, Developer has not yet obtained Preliminary or Final Site Plan Approval, as required. Developer acknowledges that the Planning Commission may impose additional conditions other than those contained in this Agreement during Site Plan review and approval so long as those conditions are consistent with the approvals previously given and the intent of this Agreement. Developer agrees that any additional conditions which may be attached to the Final Site Plan Approval by the Planning Commission shall be incorporated into and made a part of this Agreement, and shall be enforceable against Developer, in the event Developer proceeds with the Project and executes this Agreement.

d. Other Governmental Approvals

It is understood that construction of some of the Improvements included in the Project may require the approval of other governmental agencies.

e. Amendment

This Agreement may only be amended pursuant to an instrument executed by the Township and the Developer after mutual consent of the parties.

f. Partial Invalidity

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

g. No Partnership

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

h. Incorporation of Documents

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

i. Cooperation

In the event that any third-party brings an action against either party regarding the validity or operation of this Agreement, the parties shall cooperate with the other in good faith in any such litigation.

j. Integration Clause

This Agreement is intended as the complete integration of all understandings between the parties related to the subject matter herein. No prior contemporaneous addition, deletion or other amendment shall have any force or effect whatsoever, unless 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 final site plan approval by the Planning Commission as stated in subsection (c) above.

k. No Third-Party Relationship

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 which 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.

l. Agreement Jointly Drafted

This Agreement represents the product of joint efforts and mutual understanding of Developer and the Township, and should be construed accordingly. Each party has had the opportunity to have this Agreement reviewed by legal counsel.

m. Governing Law

This Agreement shall be interpreted and construed in accordance with the laws of the State of Michigan, and shall be subject to enforcement only in Michigan courts. The parties agree that this Agreement is consistent with the intent and provisions of the Michigan and U.S. constitutions and applicable law.

n. Survival of Terms.

Any easement rights conveyed in this Agreement along with the following provisions will survive the expiration of this Agreement: including those listed in Sections 2, 13, 14, 17, 18, and 19, along with any and all approvals related to deviations and modifications from the Zoning Ordinance as set forth herein so that any improvements constructed by Developer in accordance with the Development Documents and this Agreement shall be deemed to be in accordance with the Zoning Ordinance and any future zoning ordinances, including upon expiration of this Agreement.

o. Signed Counterparts.

This Agreement may be executed in one or more counterparts by the different parties in separate counterparts, each of which, when executed, shall be deemed to be an original but all of which, when taken together, shall constitute one and the same Agreement. This Agreement may be transmitted by facsimile or electronic mail, and said facsimile or electronic signature shall be deemed as an original.

p. Easements.

Any easements granted or conveyed in this Agreement are non-exclusive easements.

q. Notice.

Unless later information is provided, notices under this Agreement will be provided to:

To Developer:

Pulte Homes of Michigan LLC
Attn: Joe Skore
100 Bloomfield Hills Parkway, Suite 150
Bloomfield Hills, Michigan 48304

With a required copy to:

To Genoa Township:

Charter Township of Genoa

Attention: _____

2911 Dorr Road

Brighton, MI 48116

Phone: _____

Fax: _____

Email to _____

With a copy to the Township Attorney at the same address.

r. **Zoning Ordinance.**

All references in this Agreement to Zoning Ordinance or any Township ordinance and code shall be deemed to refer to the Township zoning ordinances and code in effect as of the Effective Date, subject to any deviation or waiver in respect thereof set forth in this Agreement, or any other provision hereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year recited above.

CHARTER TOWNSHIP OF GENOA
a Michigan municipal corporation

By:
Its:

By:
Its:

ACKNOWLEDGEMENT

STATE OF MICHIGAN)
) ss
COUNTY OF)

The foregoing Agreement was acknowledged before me by _____, the duly elected _____, and _____ the duly elected _____ of the Charter Township of Genoa, on the ___ day of _____, 20__.

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

PULTE HOMES OF MICHIGAN LLC, a Michigan
limited liability company

By: Joe Skore
Its: Vice President of Land Acquisition

ACKNOWLEDGEMENT

STATE OF)
) ss
COUNTY OF)

The foregoing Agreement was acknowledged before me by Joe Skore, the Vice President of Land Acquisition of Pulte Homes of Michigan LLC, a Michigan limited liability company on the ___ day of _____, 20__.

_____, Notary Public
_____ County, Michigan
My Commission expires: _____
Acting in _____ County

Table of Exhibits

- Exhibit A:** Property Legal Description.
- Exhibit B:** Preliminary/Conceptual Development Plan and Description of permitted Uses
- Exhibit C:** Conditions of Approval
- Exhibit D:** Schedule of Regulations and Modifications
- Exhibit E:** Planning Commission and Township Board Minutes.
- Exhibit F:** Final Conceptual Development Plan for Arbor Glen.

Exhibit A
Legal Description

Exhibit B
Conceptual Development Plan
[Following]

Exhibit C
Conditions for Approval

Exhibit D

Schedule of Regulations and Modifications

Exhibit E

Planning Commission and Township Board Minutes

EXHIBIT F

Final Conceptual Development Plan for Legacy Hills

ENGINEER/SURVEYOR



LAND DEVELOPMENT SERVICES

THE UMLOR GROUP
49287 WEST ROAD
WIXOM, MI 48393
FAX: (866) 690-4307
WEB: www.umlorgroup.com

WES LEE UMLOR, P.E.
PHONE: (248) 773-7656
EMAIL: wumlor@umlorgroup.com

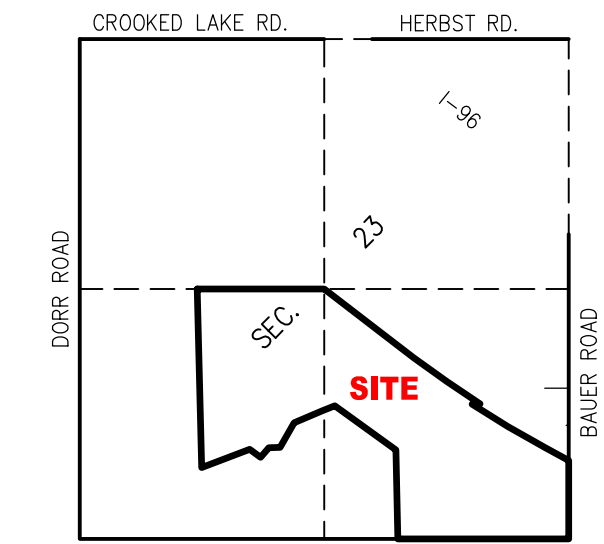
DEVELOPER/APPLICANT



PULTE HOMES OF MICHIGAN
2800 LIVERNOIS ROAD
BLDG D, SUITE 320
TROY, MI 48063
PHONE: (248) 647-2750

CONCEPTUAL CLUSTER R.P.U.D. PLAN LEGACY HILLS

SECTION 23, TOWN 2 NORTH, RANGE 5 EAST
GENOA TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN



VICINITY MAP
SEC. 23, T. 2 N., R. 5 E.
1" = 2000' ±

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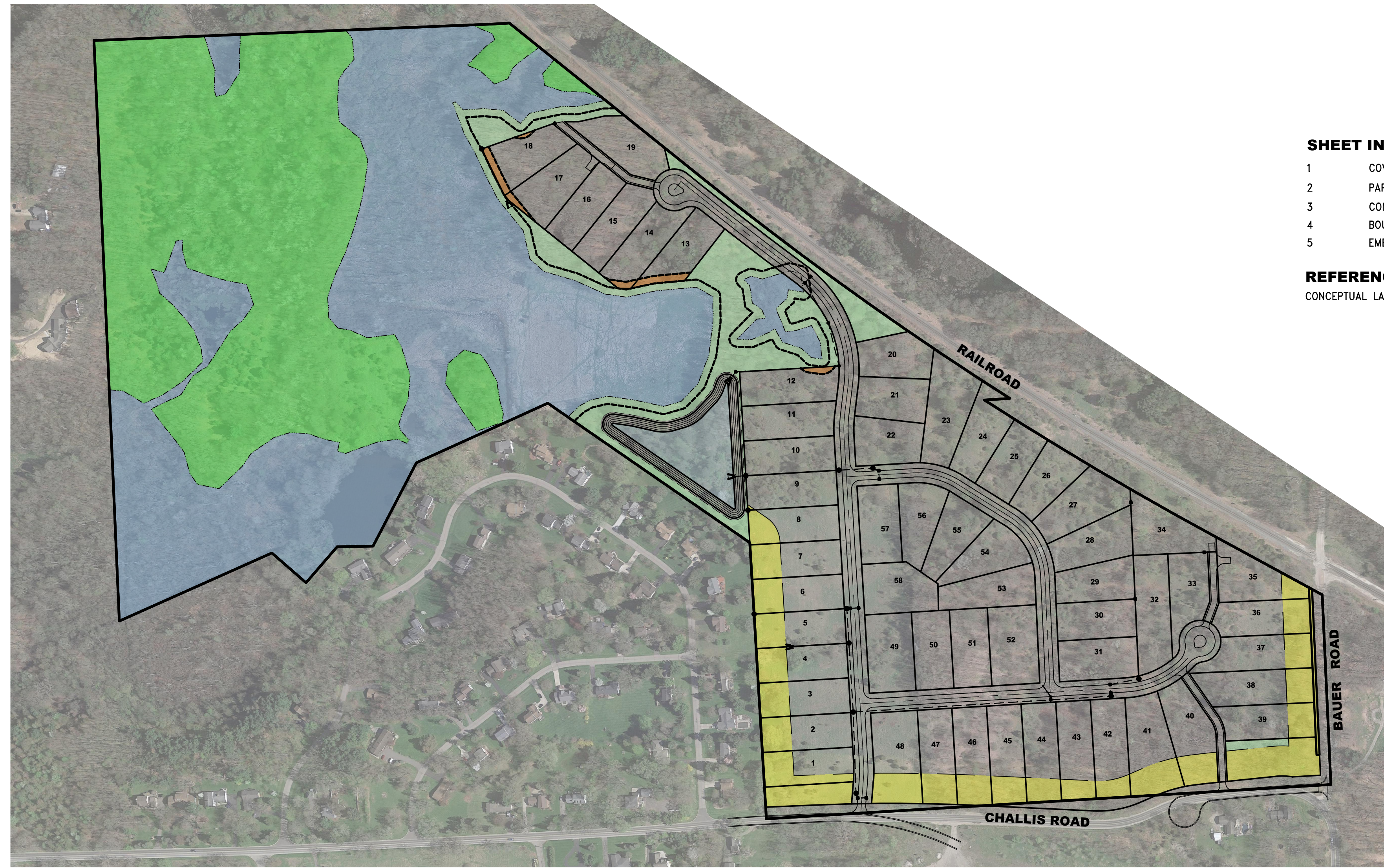


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SHEET INDEX

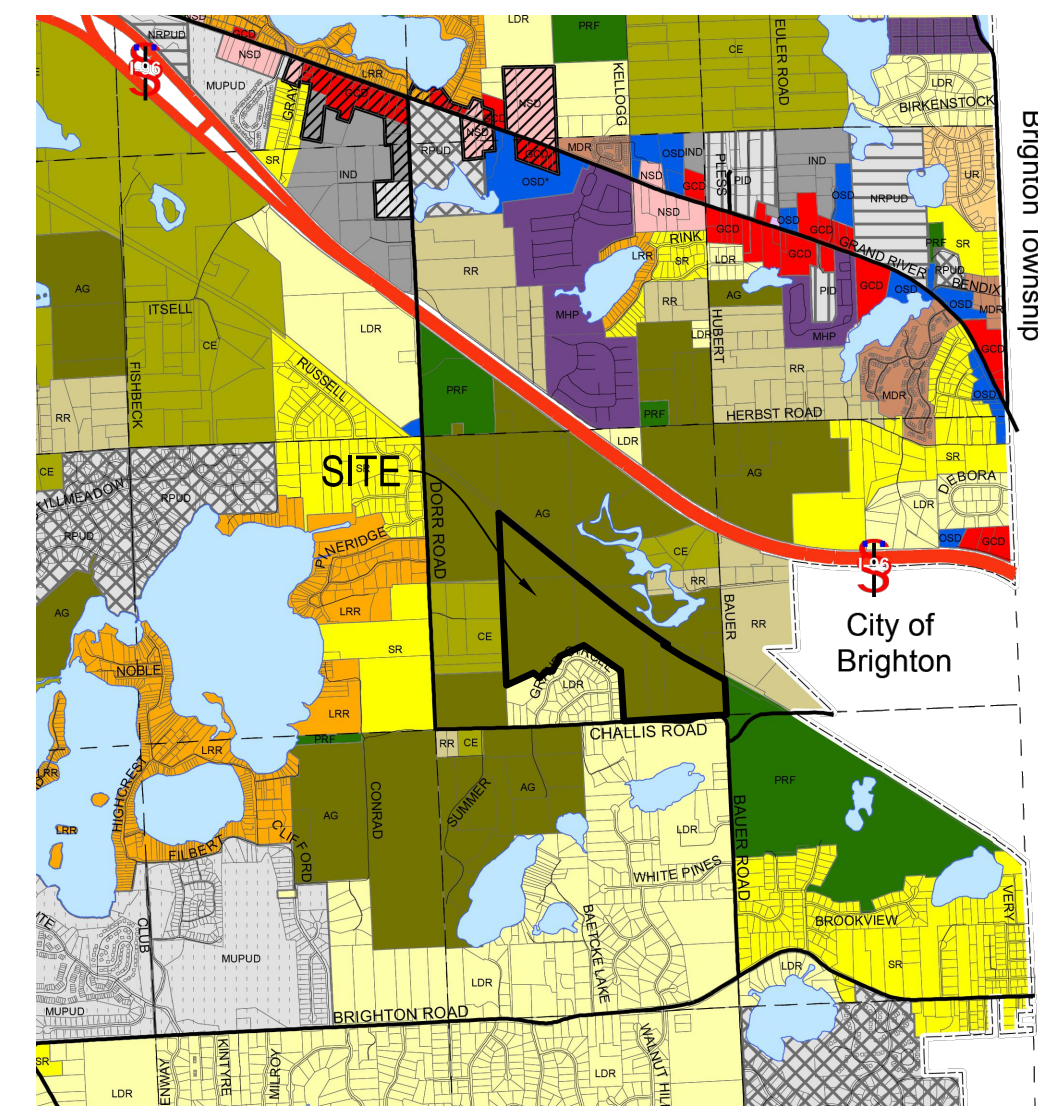
- 1 COVER
- 2 PARALLEL SITE PLAN
- 3 CONCEPTUAL SITE PLAN
- 4 BOUNDARY & TOPOGRAPHIC SURVEY
- 5 EMERGENCY VEHICLE CIRCULATION PLAN

REFERENCE

CONCEPTUAL LANDSCAPE PLAN SHEETS 1-6

GENOA TOWNSHIP ZONING MAP & LEGEND

EXISTING ZONING: AG
PROPOSED ZONING: LDR
FINAL ZONING: PUD



Zoning Map
Genoa Charter Township
Livingston County, Michigan

Legend

	AG		GC
	CE		NS
	RR		OS
	LDR		NRPUD
	SR		IND
	LRR		PID
	UR		PRF
	MDR		MUPUD
	HDR		RDPUD
	RPUD		Town Center
	MHP		CAPUD
	RC		ICPUD

SEPTIC & WELL NOTE:

ONSITE SEPTIC AND INDIVIDUAL WELLS ARE PROPOSED TO SERVE EACH UNIT. WE HAVE CONCEPTUAL APPROVAL FOR WELL AND SEPTIC SYSTEMS FROM THE LDR.

MORE THAN 120 TEST HOLES WERE COMPLETED CONFIRMING THE SOILS ARE SUITABLE TO SUPPORT ON SITE SEPTIC SYSTEMS.

A HYDRO-GEOLOGICAL ANALYSIS WAS PERFORMED BY MACDOWELL AND ASSOCIATES CONFIRMING ADEQUATE QUALITY AND QUANTITY OF WATER FOR INDIVIDUAL WELLS.

THE AQUIFER ALSO YIELDED ADEQUATE FLOW CAPACITY FOR FIRE SUPPRESSION WELLS.

STORMWATER NOTE:

THE SITE GENERALLY DRAINS TO THE CENTRALLY LOCATED WETLAND AREA AND STORM WATER WILL BE DIRECTED TO A DETENTION BASIN WITH SEDIMENT REMOVED PRIOR TO THE REGULATED OUTLET INTO THE WETLAND.

GENERAL NOTES:

- 1) A H.O.A. WILL BE SETUP FOR MAINTENANCE.
- 2) CONSTRUCTION IMPROVEMENTS WILL BE SECURED BY A BOND.
- 3) TREES AND WOODLANDS WILL BE PRESERVED AS SHOWN ON THE SITE PLAN, OR REPLACED BY RESOLUTION OF THE TOWNSHIP BOARD.

DEVIATIONS REQUESTED

DESCRIPTION	LDR REQUIRED	PUD PROVIDED
MINIMUM LOT AREA	43,560 SF.	32,670 SF.
MINIMUM LOT WIDTH	150 FT.	115 FT.
MINIMUM SIDEYARD	30 FT.	20 FT.
SIDEYARD TOTAL	60 FT.	50 FT.

The UMLOR Group
 LAND DEVELOPMENT SERVICES
 10927 WEST ROAD WIXOM, MI 48393
 TEL: 248-773-7656 - FAX: 866-690-4307

SECTION 23
 T. 2 N., R. 5 E.
 GENOA TOWNSHIP
 LIVINGSTON CO., MICHIGAN

DATE: 8/26/2024

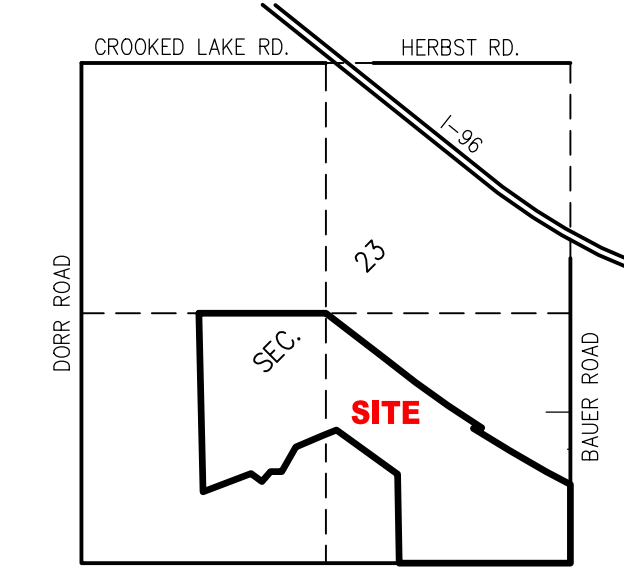
REVISIONS

9/27/2024

LEGACY HILLS
 PULTE HOMES OF MICHIGAN
 2800 LIVERNOIS ROAD, BLDG. D, SUITE 320
 TROY, MICHIGAN 48063
 CLIENT:

DR BY: SA
 CK BY: SA
 P.M. SA
 SCALE: 0 125 250
 JOB NO. 231213
 SHEET NO. **1**
 SHEET 1 OF 5





VICINITY MAP
 SEC. 23, T. 2 N., R. 5 E.
 1" = 2000' ±

SITE DATA:

Proposed Land Use	Low Density Residential (LDR)
Current Zoning	AG
Proposed Zoning	LDR
Gross Area	127.57 Acres +/-
Net Area	126.29 Acres +/-
Total Dwelling Units	58
Density	0.45 Units/Acre
Minimum Lot Width, Area and Setbacks (LDR):	
Minimum Lot Width	150 Feet
Irregular Shaped Lot Minimum Width	60 Feet
Min Lot Area	43,560 Sq. Ft. (1.0 AC)
Front Yard (minimum)	50 Feet
Rear Yard (minimum)	60 Feet
Side Yard (minimum)	30 Feet
Side Yard (total of two)	60 Feet
Side Yard on street (minimum)	50 Feet
Open Space Provided	47.50 Acres ±
Percent Open Space Provided	37.23 %

OPEN SPACE LEGEND:

45.66 AC. OPEN SPACE

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 GENOA TOWNSHIP
 LIVINGSTON CO., MICHIGAN

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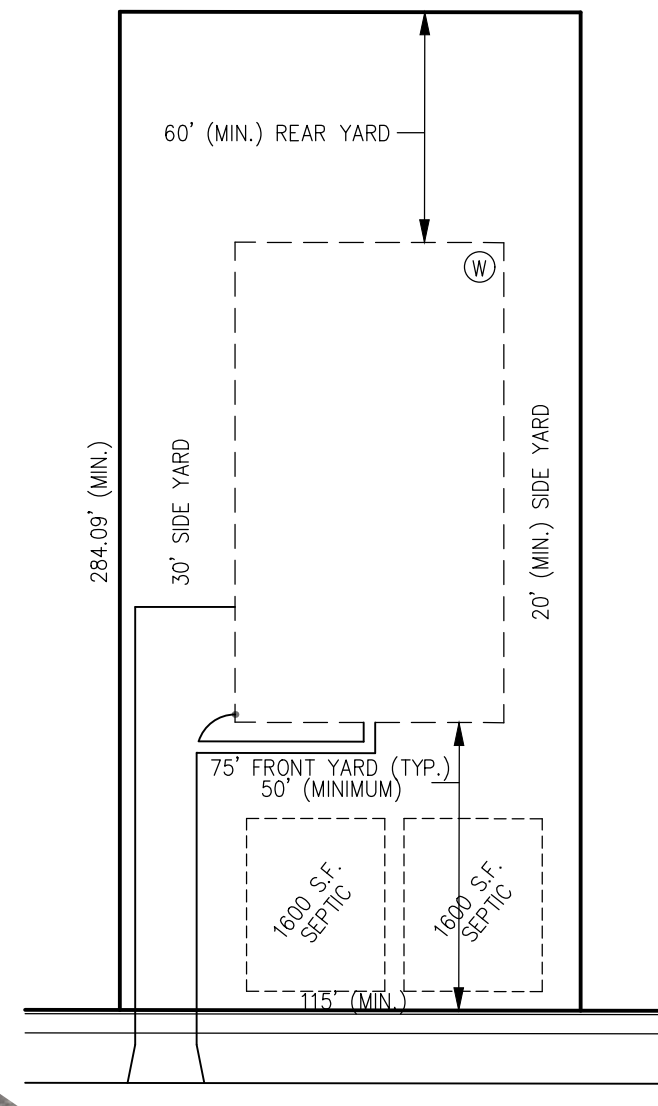
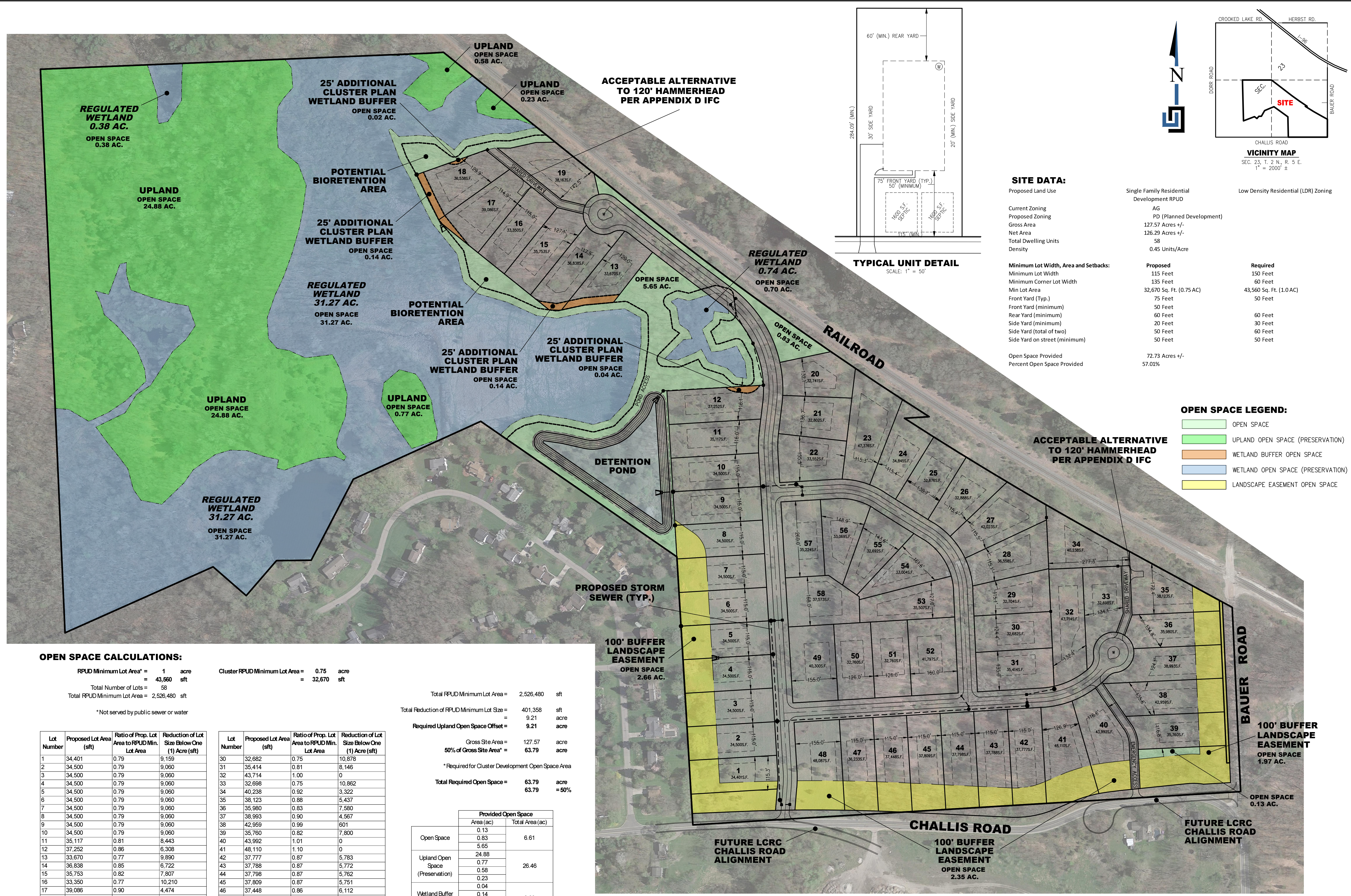
REVISIONS
 9/27/2024

LEGACY HILLS
 PULTE HOMES OF MICHIGAN
 2800 LIVERNOIS ROAD, BLDG. D, SUITE 320
 TROY, MI 48063

PARALLEL SITE PLAN

DR BY: SF
 CK BY: SA
 P.M. SA
 SCALE 0 75 150

JOB NO. 231213
 SHEET NO. **2**
 SHEET 2 OF 4



SITE DATA:

Proposed Land Use	Single Family Residential Development RPUD	Low Density Residential (LDR) Zoning
Current Zoning	AG	
Proposed Zoning	PD (Planned Development)	
Gross Area	127.57 Acres +/-	
Net Area	126.29 Acres +/-	
Total Dwelling Units	58	
Density	0.45 Units/Acre	
Minimum Lot Width, Area and Setbacks:		
Minimum Lot Width	Proposed: 115 Feet Required: 150 Feet	
Minimum Corner Lot Width	Proposed: 135 Feet Required: 60 Feet	
Min Lot Area	Proposed: 32,670 Sq. Ft. (0.75 AC) Required: 43,560 Sq. Ft. (1.0 AC)	
Front Yard (Typ.)	Proposed: 75 Feet Required: 50 Feet	
Front Yard (minimum)	Proposed: 50 Feet Required: 60 Feet	
Rear Yard (minimum)	Proposed: 60 Feet Required: 30 Feet	
Side Yard (minimum)	Proposed: 20 Feet Required: 60 Feet	
Side Yard (total of two)	Proposed: 50 Feet Required: 50 Feet	
Side Yard on street (minimum)	Proposed: 50 Feet Required: 50 Feet	
Open Space Provided	72.73 Acres +/-	
Percent Open Space Provided	57.01%	

OPEN SPACE LEGEND:

- OPEN SPACE
- UPLAND OPEN SPACE (PRESERVATION)
- WETLAND BUFFER OPEN SPACE
- WETLAND OPEN SPACE (PRESERVATION)
- LANDSCAPE EASEMENT OPEN SPACE

OPEN SPACE CALCULATIONS:

RPUD Minimum Lot Area* = 1 acre = 43,560 sft
 Total Number of Lots = 58
 Total RPUD Minimum Lot Area = 2,526,480 sft

Cluster RPUD Minimum Lot Area = 0.75 acre = 32,670 sft

*Not served by public sewer or water

Lot Number	Proposed Lot Area (sft)	Ratio of Prop. Lot Area to RPUD Min. Lot Area	Reduction of Lot Size Below One (1) Acre (sft)
1	34,401	0.79	9,159
2	34,500	0.79	9,060
3	34,500	0.79	9,060
4	34,500	0.79	9,060
5	34,500	0.79	9,060
6	34,500	0.79	9,060
7	34,500	0.79	9,060
8	34,500	0.79	9,060
9	34,500	0.79	9,060
10	34,500	0.79	9,060
11	35,117	0.81	8,443
12	37,252	0.86	6,308
13	33,670	0.77	9,890
14	36,838	0.85	6,722
15	35,753	0.82	7,807
16	33,350	0.77	10,210
17	39,086	0.90	4,474
18	36,538	0.84	7,022
19	38,163	0.88	5,397
20	32,741	0.75	10,819
21	32,802	0.75	10,758
22	33,552	0.77	10,008
23	47,376	1.09	0
24	34,845	0.80	8,715
25	32,676	0.75	10,884
26	32,888	0.76	10,672
27	42,023	0.96	1,537
28	36,558	0.84	7,002
29	32,704	0.75	10,856

Total RPUD Minimum Lot Area = 2,526,480 sft
 Total Reduction of RPUD Minimum Lot Size = 401,358 sft = 9.21 acre
 Required Upland Open Space Offset = 9.21 acre

Gross Site Area = 127.57 acre
 50% of Gross Site Area* = 63.79 acre

*Required for Cluster Development Open Space Area

Total Required Open Space = 63.79 acre = 50%

	Provided Open Space	
	Area (ac)	Total Area (ac)
Open Space	0.13	6.61
Upland Open Space (Preservation)	24.88	26.46
Wetland Buffer Open Space	0.77	0.77
Wetland Open Space (Preservation)	0.58	0.58
Landscape Easement Open Space	0.23	0.23
Wetland Buffer Open Space	0.04	0.04
Wetland Open Space (Preservation)	0.14	0.14
Landscape Easement Open Space	0.01	0.01
Wetland Buffer Open Space	31.27	31.27
Wetland Open Space (Preservation)	0.70	0.70
Landscape Easement Open Space	0.38	0.38
Wetland Buffer Open Space	2.66	2.66
Wetland Open Space (Preservation)	2.35	2.35
Landscape Easement Open Space	1.97	1.97

Required Open Space = 63.79 acre
 Provided Open Space = 72.73 acre

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SECTION 23
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 GENOA TOWNSHIP
 LIVINGSTON CO., MICHIGAN

DATE: 8/26/2024
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 9/27/2024

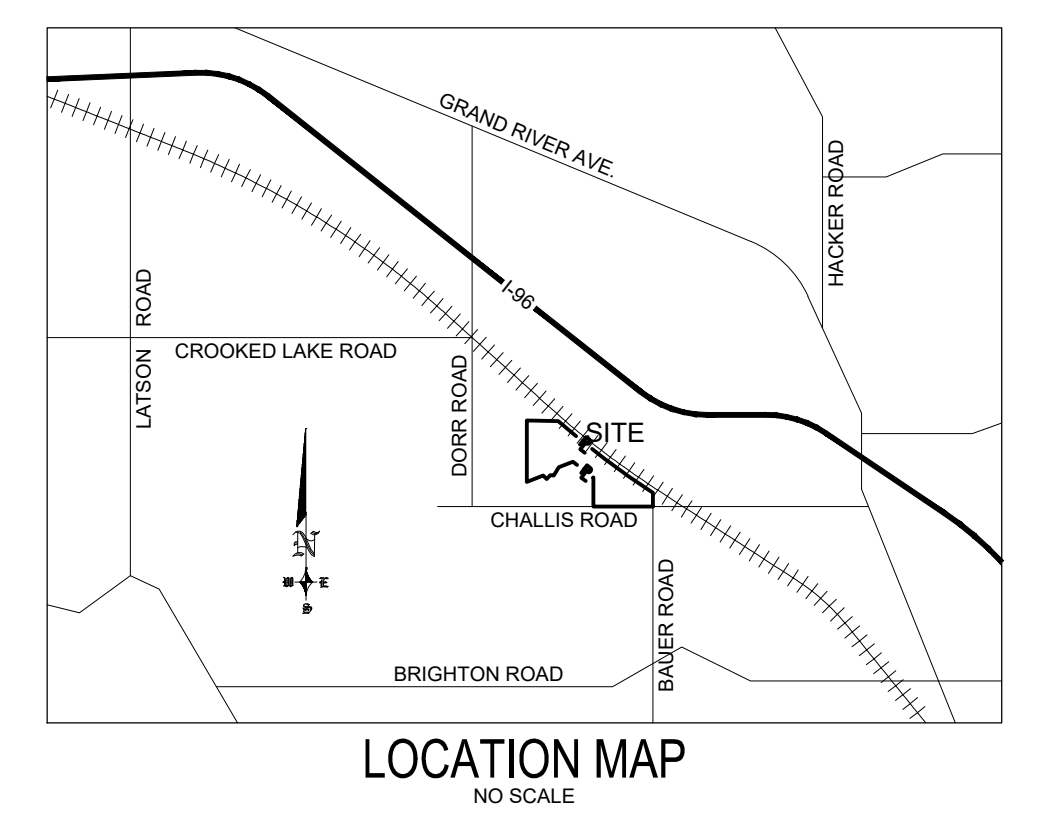
CLIENT:
LEGACY HILLS
 PULTE HOMES OF MICHIGAN
 2800 LIVERNOIS ROAD, BLDG. D, SUITE 320
 TROY, MICHIGAN 48063

DR BY: SA/BB/MG
 CK BY: SA/BB
 P.M. MN
 SCALE: 0 75 150

JOB NO. 231213
 SHEET NO. **3**
 SHEET 3 OF 5

UMLOR GROUP PROJECT LOGS/DESIGN FILES & PLAN SETS/BASE AUTOCAD FILES/TOPO/LEGACY HILLS GENOA-TOPODWG

SYMBOL		DESCRIPTION	
(Symbol)	EX. SPOT ELEVATION	(Symbol)	EX. STEAM MANHOLE
(Symbol)	EX. CONTOUR	(Symbol)	EX. STEAM PIPE
(Symbol)	EX. DITCH	(Symbol)	EX. UNKNOWN UNDERGROUND
(Symbol)	EX. WATER MAIN	(Symbol)	EX. UNDERGROUND CABLE
(Symbol)	EX. WATER METER	(Symbol)	EX. OVERHEAD TELEPHONE
(Symbol)	EX. WATER VALVE	(Symbol)	EX. OVERHEAD CABLE TV
(Symbol)	EX. HYDRANT	(Symbol)	EX. OVERHEAD FIBER
(Symbol)	EX. WATER MANHOLE	(Symbol)	EX. COMMUNICATION RISER
(Symbol)	EX. FRESHWATER WELL	(Symbol)	EX. COMMUNICATION HANDHOLE
(Symbol)	EX. GATE VALVE IN WELL	(Symbol)	EX. UTILITY POLE
(Symbol)	EX. STORM SEWER	(Symbol)	EX. GUY ANCHOR
(Symbol)	EX. STORM INLET/CATCH BASIN	(Symbol)	EX. LIGHT POLE
(Symbol)	EX. ROUND STORM CATCH BASIN	(Symbol)	EX. SIGN
(Symbol)	EX. STORM MANHOLE	(Symbol)	EX. MAILBOX
(Symbol)	EX. STORM END SECTION	(Symbol)	EX. FLAGPOLE
(Symbol)	EX. STORM CULVERT	(Symbol)	EX. UNKNOWN MANHOLE
(Symbol)	EX. SANITARY SEWER	(Symbol)	EX. MONITORING WELL
(Symbol)	EX. COMBINED SEWER	(Symbol)	EX. PROPERTY LINE
(Symbol)	EX. SANITARY MANHOLE	(Symbol)	EX. RIGHT-OF-WAY LINE
(Symbol)	EX. COMBINED MANHOLE	(Symbol)	EX. SECTION LINE
(Symbol)	EX. CLEAN OUT	(Symbol)	EX. PARCELS
(Symbol)	EX. SANITARY VENT	(Symbol)	EX. EASEMENT
(Symbol)	EX. UNDERGROUND GAS	(Symbol)	EX. CENTERLINE
(Symbol)	EX. GAS VALVE	(Symbol)	EX. WETLAND LIMITS
(Symbol)	EX. GAS METER	(Symbol)	EX. CURB/GUTTER
(Symbol)	EX. GAS MANHOLE	(Symbol)	EX. FENCE
(Symbol)	EX. UNDERGROUND TELEPHONE	(Symbol)	EX. GUARDRAIL
(Symbol)	EX. TELEPHONE MANHOLE	(Symbol)	FOUND IRON
(Symbol)	EX. TELEPHONE RISER	(Symbol)	FOUND PK NAIL
(Symbol)	EX. UNDERGROUND ELECTRIC	(Symbol)	FOUND CONC. MONUMENT
(Symbol)	EX. ELECTRIC MANHOLE	(Symbol)	SET IRON ROD
(Symbol)	EX. ELECTRIC RISER	(Symbol)	SECTION CORNER
(Symbol)	EX. ELECTRIC TRANSFORMER	(Symbol)	POST
(Symbol)	EX. ELECTRIC METER	(Symbol)	BOLLARD
(Symbol)	EX. AIR CONDITIONER	(Symbol)	RECORDED BEARING
(Symbol)	EX. PUBLIC LIGHTING MH	(Symbol)	MEASURED BEARING
(Symbol)	EX. PUBLIC LIGHTING ELEC	(Symbol)	EX. TREE (DECIDUOUS/CONIFER)
(Symbol)	EX. OVERHEAD ELECTRIC	(Symbol)	EX. TREELINE
(Symbol)	EX. WATER MARKER	(Symbol)	EX. ASPHALT
(Symbol)	EX. GAS MARKER	(Symbol)	EX. CONCRETE
(Symbol)	EX. ELEC. MARKER	(Symbol)	EX. GRAVEL
(Symbol)	EX. TELE. MARKER		
(Symbol)	EX. SAN. MARKER		



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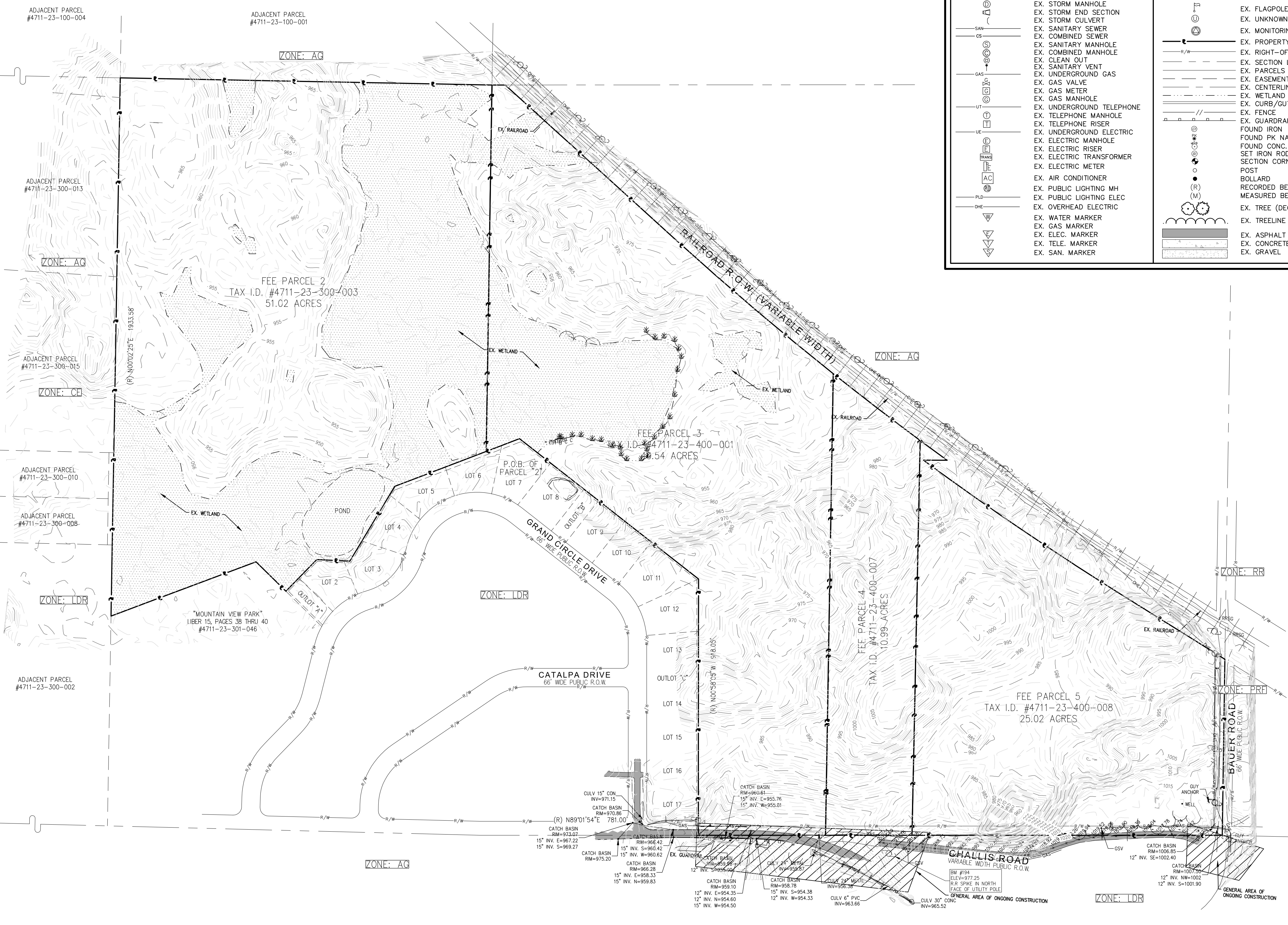
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49287 WEST ROAD WIXOM, MI 48393
TEL 248.773.7656 - FAX 866.690.1507



LEGAL DESCRIPTION PER TITLE COMMITMENT

THE LAND IS DESCRIBED AS FOLLOWS: SITUATED IN THE TOWNSHIP OF GENOA, COUNTY OF LIVINGSTON, STATE OF MICHIGAN

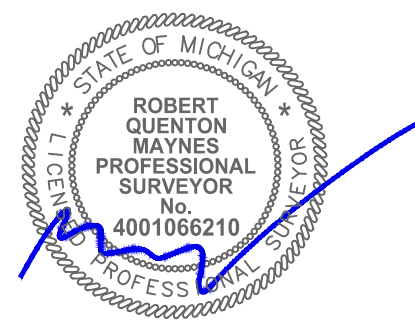
FEE PARCEL 1
PART OF THE SOUTHWEST 1/4 OF SECTION 24, TOWN 2 NORTH, RANGE 5 EAST, TOWNSHIP OF GENOA, LIVINGSTON COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE CENTERLINE OF BAUER ROAD AND THE SECTION LINE, SAID POINT BEING NORTH 00 DEGREES 04 MINUTES 33 SECONDS WEST 863.80 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 24; THENCE NORTH 00 DEGREES 04 MINUTES 33 SECONDS WEST 1461.36 FEET ALONG THE CENTERLINE OF BAUER ROAD AND THE SECTION LINE; THENCE NORTH 88 DEGREES 35 MINUTES 45 SECONDS EAST 1342.09 FEET; THENCE SOUTH 00 DEGREES 10 MINUTES 30 SECONDS WEST 1213.73 FEET; THENCE NORTH 89 DEGREES 08 MINUTES 40 SECONDS WEST 550.68 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF THE OLD RAILWAY RIGHT OF WAY, AS VACATED, AND TO A POINT ON A CURVE, THENCE SOUTHEASTERLY 299.50 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 10 DEGREES 10 MINUTES 30 SECONDS, A RADIUS OF 1686.52 FEET AND A LONG CHORD BEARING SOUTH 48 DEGREES 02 MINUTES 35 SECONDS EAST 299.11 FEET TO THE P.T. OF THE CURVE; THENCE SOUTH 42 DEGREES 57 MINUTES 40 SECONDS EAST 1393.08 FEET ALONG SAID NORTHERLY RIGHT OF WAY LINE TO THE SECTION LINE AND CENTERLINE OF CHALLIS ROAD; THENCE NORTH 89 DEGREES 23 MINUTES 35 SECONDS WEST 663.70 FEET ALONG SAID SECTION LINE AND CENTERLINE OF CHALLIS ROAD TO THE NORTHERLY RIGHT OF WAY LINE OF THE EXISTING C & O RAILWAY; THENCE NORTH 54 DEGREES 56 MINUTES 45 SECONDS WEST 104.89 FEET TO THE P.T. OF A CURVE; THENCE NORTHWESTERLY 608.48 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 03 DEGREES 01 MINUTES 45 SECONDS, A RADIUS OF 11,509.20 FEET AND A LONG CHORD BEARING NORTH 56 DEGREES 27 MINUTES 37 SECONDS WEST 608.41 FEET TO A POINT ON THE CURVE; THENCE NORTH 32 DEGREES 01 MINUTES 30 SECONDS EAST 50.00 FEET TO A POINT ON A CURVE; THENCE NORTHWESTERLY 201.75 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 01 DEGREE 00 MINUTES 00 SECONDS, A RADIUS OF 11,509.20 FEET AND A LONG CHORD BEARING NORTH 58 DEGREES 58 MINUTES 30 SECONDS WEST 201.74 FEET TO THE P.T. OF THE CURVE; THENCE NORTH 58 DEGREES 58 MINUTES 30 SECONDS WEST 645.66 FEET TO THE POINT OF BEGINNING; THENCE NORTH 14 DEGREES 02 MINUTES 15 SECONDS EAST 651.25 FEET; THENCE SOUTH 42 DEGREES 57 MINUTES 40 SECONDS EAST 1393.08 FEET; THENCE NORTH 89 DEGREES 23 MINUTES 35 SECONDS WEST 663.70 FEET ALONG THE SECTION LINE; THENCE NORTH 54 DEGREES 56 MINUTES 45 SECONDS WEST 104.89 FEET TO THE P.T. OF A CURVE; THENCE NORTHWESTERLY 608.48 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 03 DEGREES 01 MINUTES 45 SECONDS, A RADIUS OF 11,509.20 FEET AND A LONG CHORD BEARING NORTH 56 DEGREES 27 MINUTES 37 SECONDS WEST 608.41 FEET TO A POINT ON THE CURVE; THENCE NORTH 32 DEGREES 01 MINUTES 30 SECONDS EAST 50.00 FEET TO A POINT ON A CURVE; THENCE NORTHWESTERLY 201.75 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 01 DEGREE 00 MINUTES 00 SECONDS, A RADIUS OF 11,509.20 FEET AND A LONG CHORD BEARING NORTH 58 DEGREES 28 MINUTES 30 SECONDS WEST 201.74 FEET TO THE P.T. OF A CURVE AND THE POINT OF BEGINNING.

FEE PARCEL 2
PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 23, TOWN 2 NORTH, RANGE 5 EAST, TOWNSHIP OF GENOA, LIVINGSTON COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH AND SOUTH 1/4 LINE, SAID POINT BEING NORTH 00 DEGREES 03 MINUTES 25 SECONDS WEST 1376.04 FEET FROM THE SOUTH 1/4 CORNER OF SAID SECTION 23; THENCE SOUTH 67 DEGREES 58 MINUTES 40 SECONDS WEST 351.56 FEET; THENCE SOUTH 29 DEGREES 59 MINUTES 40 SECONDS EAST 312.00 FEET; THENCE NORTH 88 DEGREES 15 MINUTES 38 SECONDS WEST 118.40 FEET; THENCE SOUTH 43 DEGREES 22 MINUTES 25 SECONDS WEST 158.00 FEET; THENCE NORTH 46 DEGREES 37 MINUTES 35 SECONDS WEST 150.00 FEET; THENCE SOUTH 89 DEGREES 32 MINUTES 25 SECONDS WEST 555.00 FEET; THENCE NORTH 00 DEGREES 02 MINUTES 20 SECONDS EAST 1933.58 FEET; THENCE SOUTH 89 DEGREES 37 MINUTES 35 SECONDS EAST 1331.64 FEET ALONG THE EAST AND WEST 1/4 LINE TO THE CENTER OF SAID SECTION 23; THENCE SOUTH 00 DEGREES 03 MINUTES 25 SECONDS EAST 1371.69 FEET ALONG THE NORTH AND SOUTH 1/4 LINE TO THE POINT OF BEGINNING.

FEE PARCEL 3
PART OF THE SOUTHEAST 1/4 OF SECTION 23, TOWN 2 NORTH, RANGE 5 EAST, TOWNSHIP OF GENOA, LIVINGSTON COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTH 1/4 CORNER OF SAID SECTION 23; THENCE NORTH 89 DEGREES 01 MINUTES 54 SECONDS EAST 791.00 FEET ALONG THE SECTION LINE TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 58 MINUTES 00 SECONDS WEST 918.05 FEET; THENCE NORTH 52 DEGREES 50 MINUTES 20 SECONDS WEST 815.00 FEET; THENCE SOUTH 67 DEGREES 59 MINUTES 40 SECONDS WEST 126.44 FEET TO THE NORTH AND SOUTH 1/4 LINE; THENCE ALONG SAID NORTH AND SOUTH 1/4 LINE NORTH 00 DEGREES 03 MINUTES 25 SECONDS WEST 1311.69 FEET TO THE CENTER OF SAID SECTION 23; THENCE NORTH 89 DEGREES 00 MINUTES 15 SECONDS EAST 47.54 FEET ALONG THE EAST AND WEST 1/4 LINE TO THE SOUTHERLY RIGHT OF WAY LINE OF THE C & O RAILWAY; THENCE NORTH 54 DEGREES 56 MINUTES 45 SECONDS WEST 623.14 FEET ALONG SAID RIGHT OF WAY LINE; THENCE CONTINUING ALONG SAID RIGHT OF WAY LINE 7415.35 FEET TO THE LEFT HAVING A RADIUS OF 11,509.16 FEET AND A LONG CHORD BEARING SOUTH 50 DEGREES 33 MINUTES 16 SECONDS EAST 7415.50 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 47 SECONDS WEST 1653.80 FEET TO THE SOUTH LINE OF SAID SECTION 23; THENCE SOUTH 89 DEGREES 01 MINUTES 54 SECONDS WEST 454.40 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING.

FEE PARCEL 4
PART OF THE SOUTHEAST 1/4 OF SECTION 23, TOWN 2 NORTH, RANGE 5 EAST, TOWNSHIP OF GENOA, LIVINGSTON COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE CENTERLINE OF CHALLIS ROAD AND THE SECTION LINE, SAID POINT BEING NORTH 89 DEGREES 01 MINUTES 54 SECONDS EAST 1235.95 FEET FROM THE SOUTH 1/4 CORNER OF SAID SECTION 23; THENCE NORTH 89 DEGREES 01 MINUTES 54 SECONDS EAST 309.65 FEET ALONG THE SECTION LINE; THENCE NORTH 00 DEGREES 15 MINUTES 11 SECONDS WEST 1414.45 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF THE C & O RAILROAD; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE NORTHWESTERLY 392.48 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 01 DEGREE 07 MINUTES 14 SECONDS, A RADIUS OF 11,509.16 FEET AND A LONG CHORD BEARING NORTH 53 DEGREES 22 MINUTES 38 SECONDS WEST 392.46 FEET TO THE P.T. OF A CURVE; THENCE NORTHWESTERLY 881.35 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 04 DEGREES 22 MINUTES 07 SECONDS, A RADIUS OF 11,509.16 FEET AND A LONG CHORD BEARING NORTH 56 DEGREES 47 MINUTES 32 SECONDS WEST 981.08 FEET TO THE P.T. OF THE CURVE; THENCE NORTH 89 DEGREES 01 MINUTES 15 SECONDS EAST 84.65 FEET TO THE P.C. OF A CURVE; THENCE NORTHWESTERLY 118.83 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 00 DEGREES 35 MINUTES 30 SECONDS, A RADIUS OF 11,509.16 FEET AND A LONG CHORD BEARING NORTH 54 DEGREES 39 MINUTES 00 SECONDS WEST 118.83 FEET; THENCE SOUTH 00 DEGREES 15 MINUTES 11 SECONDS WEST 1414.45 FEET TO THE SOUTH SECTION LINE AND THE POINT OF BEGINNING.

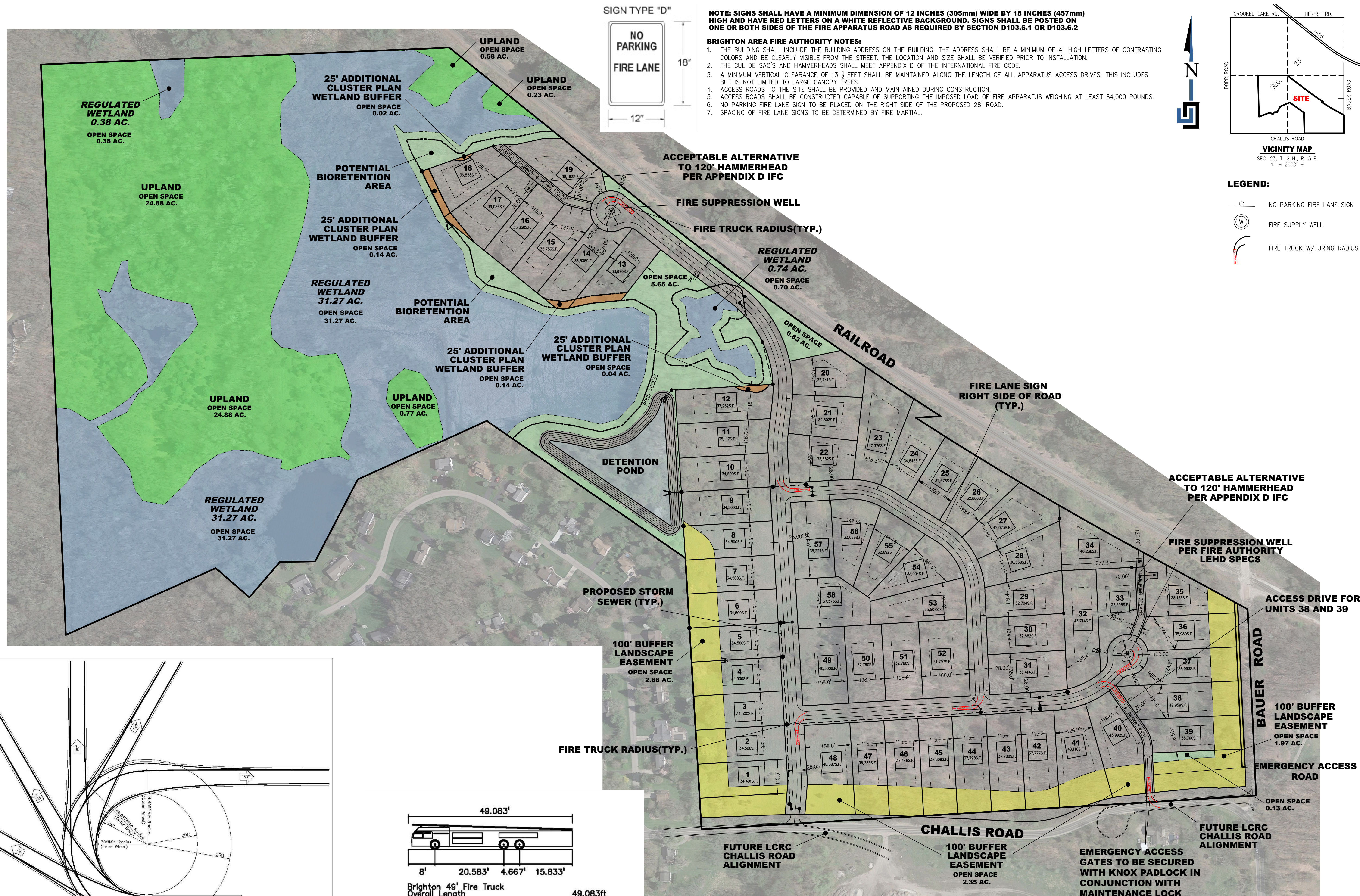
FEE PARCEL 5
PART OF THE SOUTHEAST 1/4 OF SECTION 23, TOWN 2 NORTH, RANGE 5 EAST, TOWNSHIP OF GENOA, LIVINGSTON COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE CENTERLINE OF CHALLIS ROAD AND THE SECTION, SAID POINT BEING NORTH 89 DEGREES 01 MINUTES 54 SECONDS EAST 1545.60 FEET FROM THE SOUTH 1/4 CORNER OF SAID SECTION 23; THENCE NORTH 89 DEGREES 01 MINUTES 54 SECONDS EAST 1119.40 FEET ALONG THE SECTION LINE TO THE SOUTHEAST CORNER OF SAID SECTION 23; THENCE NORTH 00 DEGREES 04 MINUTES 33 SECONDS WEST 630.24 FEET ALONG THE CENTERLINE OF BAUER ROAD AND THE SECTION LINE TO THE SOUTHERLY RIGHT OF WAY LINE OF THE C & O RAILROAD; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE NORTH 58 DEGREES 58 MINUTES 30 SECONDS WEST 412.63 FEET TO THE P.C. OF A CURVE; THENCE NORTHWESTERLY 881.35 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 04 DEGREES 22 MINUTES 07 SECONDS, A RADIUS OF 11,509.16 FEET AND A LONG CHORD BEARING NORTH 56 DEGREES 47 MINUTES 32 SECONDS WEST 981.08 FEET TO THE P.T. OF THE CURVE; THENCE NORTH 89 DEGREES 01 MINUTES 15 SECONDS EAST 84.65 FEET TO THE P.C. OF A CURVE; THENCE NORTHWESTERLY 118.83 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 00 DEGREES 35 MINUTES 30 SECONDS, A RADIUS OF 11,509.16 FEET AND A LONG CHORD BEARING NORTH 54 DEGREES 39 MINUTES 00 SECONDS WEST 118.83 FEET; THENCE SOUTH 00 DEGREES 15 MINUTES 11 SECONDS WEST 1414.45 FEET TO THE SOUTH SECTION LINE AND THE POINT OF BEGINNING.



BENCHMARK
BENCHMARK #194 (NAVD 88)
LOCATED IN UTILITY POLE SOUTH OF CHALLIS ROAD. (AREA UNDER ONGOING ROAD CONSTRUCTION AS OF 8-25-24. RAIL ROAD SPIKE IN NORTH FACE OF SAID UTILITY POLE)
ELEV: 977.25

LEGAL DESCRIPTION NOTE
NO CAPS OR CORES EXIST BETWEEN THE SUBJECT PROPERTIES.

PART OF SECTIONS 23 & 24	TOWN 02 NORTH - RANGE 05 EAST	GENOA TOWNSHIP	LIVINGSTON COUNTY, MI
DATE: 8/26/24	REVISIONS		
TOPOGRAPHIC SURVEY			
CLIENT: PULTE HOMES OF MICHIGAN, LLC	2800 LIVERNOS BLVD. - SUITE 220		
TRIO, MI 48063	LEGACY HILLS - GENOA		
DR BY: BDR	CK BY: RQM	P.M. MTN	
SCALE 0 100 200			
JOB NO. #231213	SHEET NO. 4		
SHEET 4 OF 4			



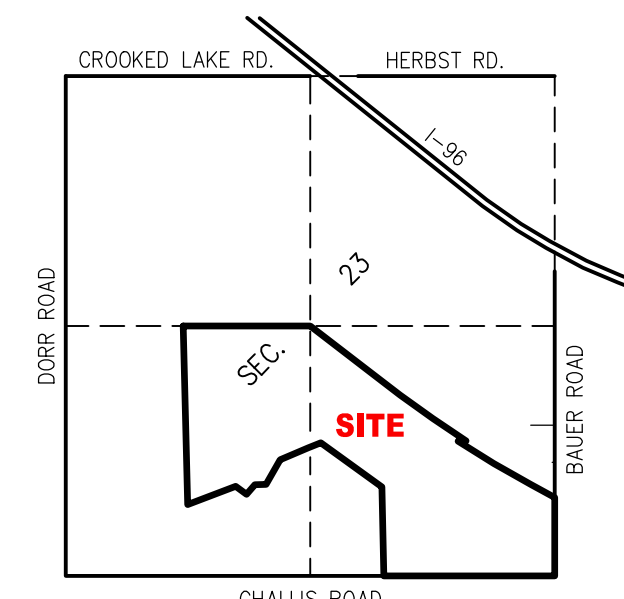
SIGN TYPE "D"



NOTE: SIGNS SHALL HAVE A MINIMUM DIMENSION OF 12 INCHES (305mm) WIDE BY 18 INCHES (457mm) HIGH AND HAVE RED LETTERS ON A WHITE REFLECTIVE BACKGROUND. SIGNS SHALL BE POSTED ON ONE OR BOTH SIDES OF THE FIRE APPARATUS ROAD AS REQUIRED BY SECTION D103.6.1 OR D103.6.2

BRIGHTON AREA FIRE AUTHORITY NOTES:

1. THE BUILDING SHALL INCLUDE THE BUILDING ADDRESS ON THE BUILDING. THE ADDRESS SHALL BE A MINIMUM OF 4" HIGH LETTERS OF CONTRASTING COLORS AND BE CLEARLY VISIBLE FROM THE STREET. THE LOCATION AND SIZE SHALL BE VERIFIED PRIOR TO INSTALLATION.
2. THE CUL DE SACS AND HAMMERHEADS SHALL MEET APPENDIX D OF THE INTERNATIONAL FIRE CODE.
3. A MINIMUM VERTICAL CLEARANCE OF 13 FEET SHALL BE MAINTAINED ALONG THE LENGTH OF ALL APPARATUS ACCESS DRIVES. THIS INCLUDES BUT IS NOT LIMITED TO LARGE CANOPY TREES.
4. ACCESS ROADS TO THE SITE SHALL BE PROVIDED AND MAINTAINED DURING CONSTRUCTION.
5. ACCESS ROADS SHALL BE CONSTRUCTED CAPABLE OF SUPPORTING THE IMPOSED LOAD OF FIRE APPARATUS WEIGHING AT LEAST 84,000 POUNDS.
6. NO PARKING FIRE LANE SIGN TO BE PLACED ON THE RIGHT SIDE OF THE PROPOSED 28' ROAD.
7. SPACING OF FIRE LANE SIGNS TO BE DETERMINED BY FIRE MARTIAL.



VICINITY MAP
SEC. 23, T. 2 N., R. 5 E.
1" = 2000' ±

LEGEND:

- NO PARKING FIRE LANE SIGN
- FIRE SUPPLY WELL
- FIRE TRUCK W/TURNING RADIUS

THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK AND AGREE 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.



CONSTRUCTION SITE SAFETY IS THE 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.

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The UMLOR Group
LAND DEVELOPMENT SERVICES
10927 WEST ROAD WIXOM, MI 48193
TEL: 248.778.7656 - FAX: 866.690.4307

SECTION 23
T. 2 N., R. 5 E.
GENOA TOWNSHIP
LIVINGSTON CO., MICHIGAN

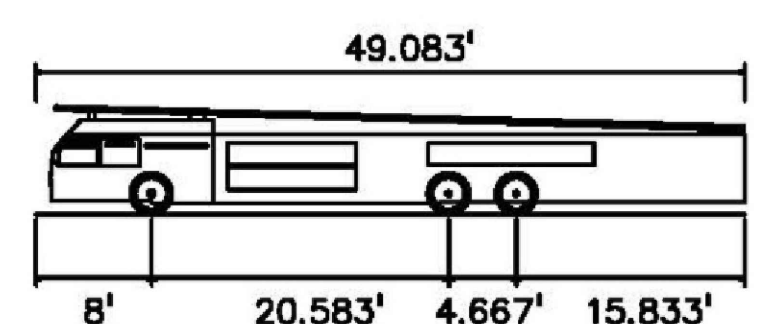
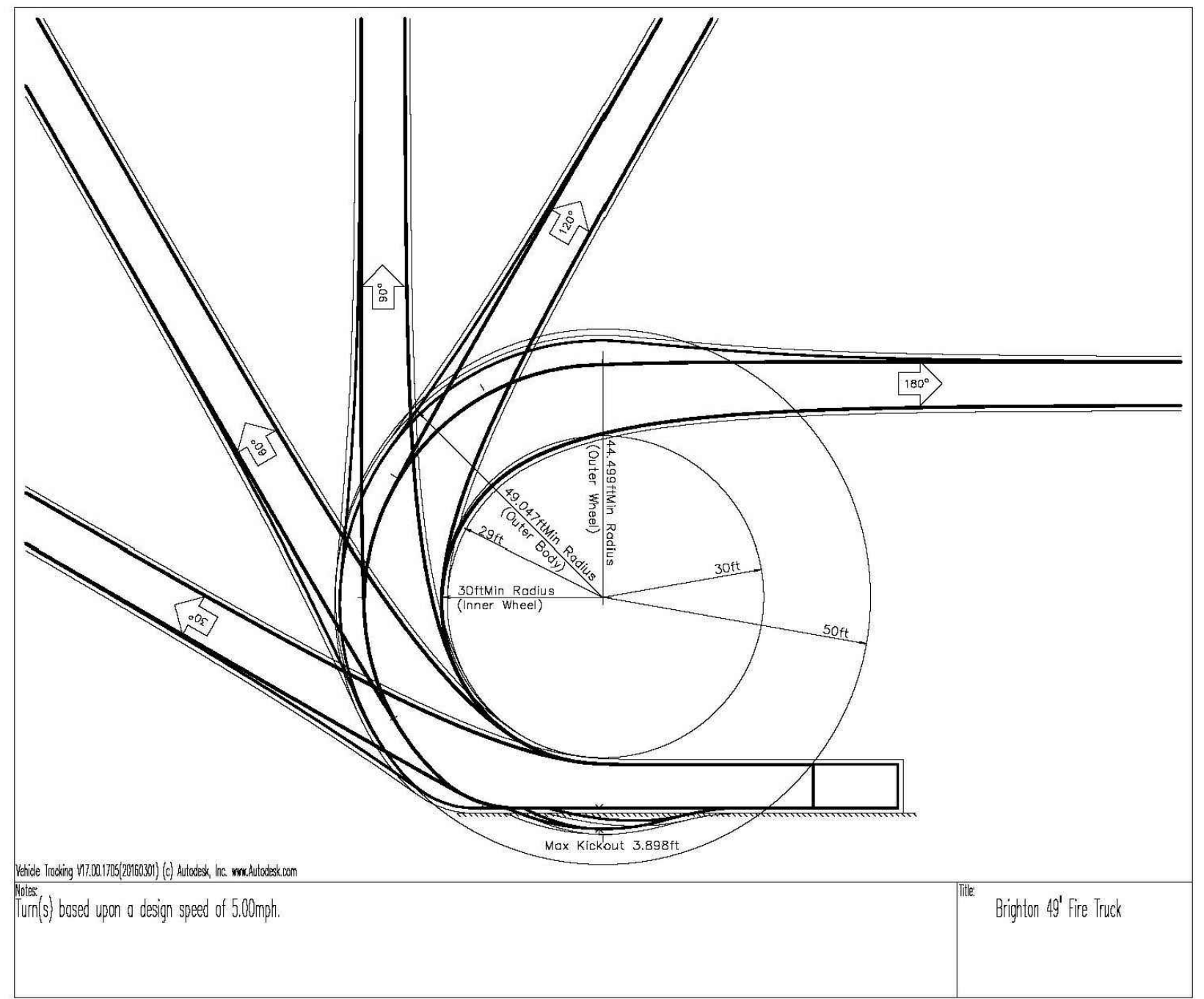
DATE: 8/26/2024

REVISIONS
9/27/2024

EMERGENCY VEHICLE PLAN

LEGACY HILLS
PULTE HOMES OF MICHIGAN
2800 LIVERNOIS ROAD, BLDG. D, SUITE 320
TROY, MICHIGAN 48063

CLIENT:
DR BY: SA/BB/MG
CK BY: SA/BB
P.M. MN
SCALE: 0 75 150
JOB NO. 231213
SHEET NO. 5
SHEET 5 OF 5



Brighton 49' Fire Truck
Overall Length 49.083ft
Overall Width 8.167ft
Overall Body Height 7.500ft
Min Body Ground Clearance 0.750ft
Track Width 8.167ft
Lock-to-lock time 5.00s
Max Steering Angle (Virtual) 45.00°

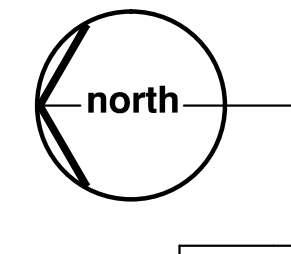
FIRE TRUCK DETAIL
NOT TO SCALE

FIRE TRUCK TURNING RADII

overall landscape plan for:

The Legacy Hills - a planned single family community

Genoa Township, Michigan



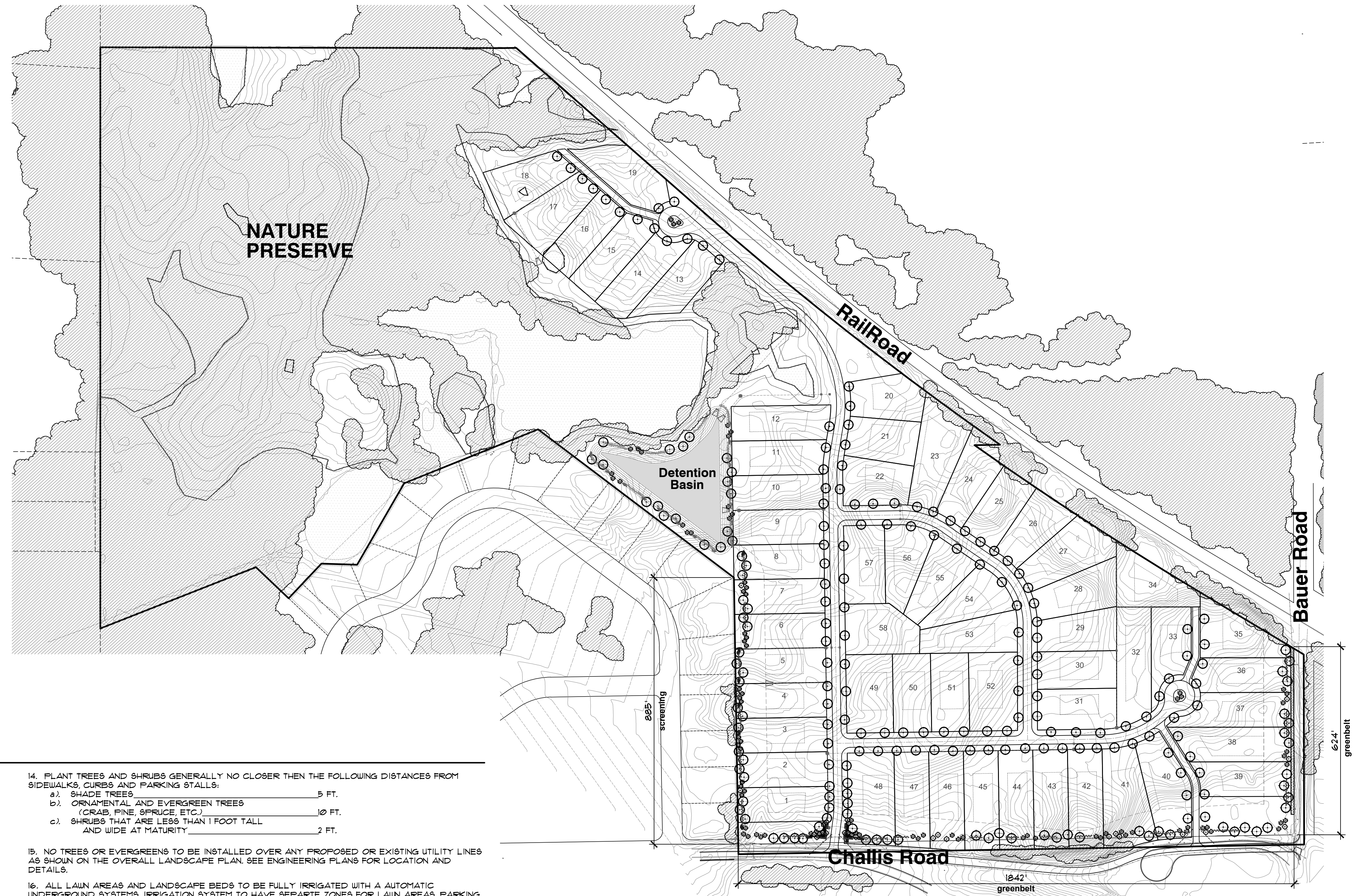
scale: 0' 100' 200' 400' 600'
 1" = 200' - 0"

landscape requirements:

	REQUIRED	PROVIDED
greenbelt (Challis Road)		
TOTAL LIN.FT. OF GREENBELT FRONTAGE	1842±	
ONE (1) 2 1/2" CANOPY OR EVERGREEN TREE PER 40 LIN.FT. (1842 LIN.FT. / 40 LIN.FT. = 46.05 TREES)	46	68
greenbelt (Bauer Road)		
TOTAL LIN.FT. OF GREENBELT FRONTAGE	624±	
ONE (1) 2 1/2" CANOPY OR EVERGREEN TREE PER 40 LIN.FT. (624 LIN.FT. / 40 LIN.FT. = 15.6 TREES)	16	18
street trees (interior residential streets)		
TOTAL NO. OF RESIDENTIAL UNITS PROVIDED	58	
TWO (2) 2 1/2" CANOPY TREES PER RESIDENTIAL UNIT (58 UNITS X 2 TREES = 116 TREES)	116	133
landscape screening		
TOTAL LIN.FT. OF BOUNDARY FRONTAGE	885±	
ONE (1) 2 1/2" CANOPY OR EVERGREEN TREE PER 20 LIN.FT. (885 LIN.FT. / 20 LIN.FT. = 44.25 TREES)	44	44
OR FOUR (4) SHRUBS PER 20 LIN.FT. (885 LIN.FT. / 20 LIN.FT. = 44.25 X 4-SHRUBS=177)	177	177
detention basin		
TOTAL LIN.FT. OF POND PERIMETER	1602±	
ONE (1) DECIDUOUS OR EVERGREEN TREE PER 50 LIN.FT. (1602 LIN.FT. / 50 LIN.FT. = 32.04 TREES)	32	32
TEN (10) SHRUBS PER 50 LIN.FT. (1604 LIN.FT. / 50 LIN.FT. = 32.04 X 10-SHRUBS=320.4)	320	320

general landscape notes:

- LANDSCAPE CONTRACTOR SHALL VISIT THE SITE, INSPECT EXISTING CONDITIONS, REVIEW PROPOSED PLANTINGS AND RELATED WORK, CONTACT THE OWNER AND/OR LANDSCAPE ARCHITECT WITH ANY CONCERNS OR DISCREPANCY BETWEEN THE PLAN, PLANT MATERIAL LIST, AND/OR SITE CONDITIONS.
- PRIOR TO BEGINNING OF CONSTRUCTION ON ANY WORK, CONTRACTORS SHALL VERIFY LOCATIONS OF ALL ON-SITE UTILITIES, GAS, ELECTRIC, TELEPHONE, CABLE TO BE LOCATED BY CONTACTING M166 DIG 1-800-482-1111. ANY DAMAGE OR INTERRUPTION OF SERVICES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. COORDINATE ALL RELATED WORK ACTIVITIES WITH OTHER TRADES AND REPORT ANY UNACCEPTABLE JOB CONDITIONS TO OWNER PRIOR TO COMMENCING.
- NUMERICAL VALUE ON THE LANDSCAPE QUANTITIES SPECIFIED ON THE PLAN TAKE PRECEDENCE OVER GRAPHIC REPRESENTATION. VERIFY ANY CONCERN/DISCREPANCY WITH LANDSCAPE ARCHITECT.
- ALL CONSTRUCTION AND PLANT MATERIAL LOCATION TO BE ADJUSTED ON-SITE IF NECESSARY.
- ALL SUBSTITUTIONS OR DEVIATIONS FROM THE LANDSCAPE PLAN MUST BE APPROVED BY GENOA TOWNSHIP AND LANDSCAPE ARCHITECT.
- ALL LARGE TREES AND EVERGREENS TO BE STAKED, GUIDED AND WRAPPED AS DETAIL SHOWN ON PLAN.
- PLANT BEDS TO BE DRESSED WITH MIN. 4" OF FINELY DOUBLE SHREDDED HARD-BARK MULCH.
- DIG SHRUB PITS 1' LARGER THAN SHRUB ROOT BALLS AND TREE PITS 2' LARGER THAN ROOT BALL. BACK-FILL WITH ONE PART TOP SOIL AND ONE PART SOIL FROM EXCAVATED PLANTING HOLE.
- NATURAL COLOR, FINELY SHREDDED HARDWOOD BARK MULCH REQUIRED FOR ALL PLANTINGS.
- REMOVE ALL TWINE, WIRE AND BURLAP FROM TREE AND SHRUB EARTH BALLS, AND FROM TREE TRUNKS. 4" THICK BARK MULCH FOR TREES IN 4" DIA. CIRCLE WITH 3" PULLED AWAY FROM TRUNK. 4" THICK BARK MULCH FOR SHRUBS AND 4" THICK BARK MULCH FOR PERENNIALS.
- PLANT MATERIAL QUALITY & INSTALLATION SHALL BE IN ACCORDANCE WITH THE CURRENT AMERICAN ASSOCIATION OF NURSERYMEN LANDSCAPE STANDARDS.
- PROVIDE PEAT SOD FOR ALL NEW AND DISTURBED LAWN AREAS UNLESS NOTED OTHERWISE.
- ALL PLANTING AREAS TO BE PREPARED WITH APPROPRIATE SOIL MIXTURES AND FERTILIZER BEFORE PLANT INSTALLATION.



- PLANT TREES AND SHRUBS GENERALLY NO CLOSER THEN THE FOLLOWING DISTANCES FROM SIDEWALKS, CURBS AND PARKING STALLS:
 - SHADE TREES 5 FT.
 - ORNAMENTAL AND EVERGREEN TREES (ORAB, PINE, SPRUCE, ETC.) 10 FT.
 - SHRUBS THAT ARE LESS THAN 1 FOOT TALL AND WIDE AT MATURITY 2 FT.
- NO TREES OR EVERGREENS TO BE INSTALLED OVER ANY PROPOSED OR EXISTING UTILITY LINES AS SHOWN ON THE OVERALL LANDSCAPE PLAN. SEE ENGINEERING PLANS FOR LOCATION AND DETAILS.
- ALL LAWN AREAS AND LANDSCAPE BEDS TO BE FULLY IRRIGATED WITH A AUTOMATIC UNDERGROUND SYSTEMS. IRRIGATION SYSTEM TO HAVE SEPARATE ZONES FOR LAWN AREAS, PARKING ISLANDS, AND SHRUB BEDS WITH DIFFERENT CONTROL MOISTURE LEVEL ADJUSTMENT PER ZONE AS REQUIRED.
- UNLESS NOTED OTHERWISE, LANDSCAPE BEDS ADJACENT TO LAWN TO RECEIVE EDGING. EDGING SHALL BE 4" X 1/8" METAL (FINISH BLACK OR GREEN) OR APPROVED EQUAL AND TO BE INSTALLED WITH HORIZONTAL METAL STAKES AT 32" O.C. OR PER MANUFACTURER'S SPECIFICATION.
- ALL NEW PARKING ISLANDS AND LANDSCAPE BEDS ADJACENT AND NEXT TO BUILDING SHALL BE EXCAVATED OF ALL BUILDING MATERIALS AND POOR SOILS A MIN. OF 16"-18" DEPTH, BACK FILL WITH GOOD, MEDIUM TEXTURED PLANTING SOILS. ADD A MIN. 4" OF TOPSOIL OVERFILL TO FINISH GRADE. PROVIDE POSITIVE DRAINAGE.
- WATERING OF ALL PLANTS AND TREES TO BE PROVIDED IMMEDIATELY AND MULCHING WITHIN 24 HOURS AFTER INSTALLATION.
- ALL TREE PITS TO BE TESTED FOR PROPER DRAINAGE PRIOR TO TREE PLANTING. PROVIDE APPROPRIATE DRAINAGE SYSTEM AS REQUIRED IF THE TREE PIT DOES NOT DRAIN SUFFICIENTLY.
- THE LANDSCAPE CONTRACTOR SHALL GUARANTEE ALL LANDSCAPE PLANT MATERIALS AND IRRIGATION INSTALLATION FOR A PERIOD OF TWO YEAR BEGINNING AFTER THE COMPLETION OF LANDSCAPE INSTALLATION DATE APPROVED BY THE CITY OR LANDSCAPE ARCHITECT. THE CONTRACTOR SHALL REPLACE DURING AND AT THE END OF THE GUARANTEE PERIOD, ANY DEAD OR UNACCEPTABLE PLANTS, AS DETERMINED BY THE TOWNSHIP OR LANDSCAPE ARCHITECT, WITHOUT COST TO THE OWNER.

landscape sheet index

- LS-1 OVERALL LANDSCAPE PLAN VIEW
- LS-2 GENERAL PLANTING DETAIL PLAN
- LS-3 GENERAL PLANTING DETAIL PLAN
- LS-4 DETENTION PLANTING DETAIL PLAN
- LS-5 ENTRANCE PLANTING DETAIL MATERIAL LIST, PLANT DETAILS & LANDSCAPE NOTES
- LS-6 ENTRY SIGN MONUMENT WALL

street trees note:
 STREET TREES TO BE INSTALLED A MINIMUM 10' TO 12' FROM THE EDGE OF THE ROAD. NO STREET TREES TO BE INSTALLED OVER PROPOSED OR EXISTING UNDERGROUND UTILITY. ALL STREET TREE TO BE PRUNED AND MAINTAINED A MINIMUM VERTICAL CLEARANCE OF 13 1/2 FEET ALONG THE LENGTH OF ROAD WAY AS REQUIRED PER BRIGHTON AREA FIRE AUTHORITY STANDARDS AND REQUIREMENTS. SEE SHT. LS-5 FOR DETAILS.



client:
LAUTREC
 31550
 Northwestern
 HWY. Suite 200
 Farmington Hills,
 Michigan 48334

project:
THE LEGACY HILLS

project location:
 Genoa Township,
 Michigan
 Challis Road & Bauer
 Road

sheet title:
 CONCEPTUAL
 LANDSCAPE PLAN

job no./issue/revision date:
 LS24.083.08 SPA 8-26-2024
 LS24.083.09 TWP. COMMENTS 9-26-2024

drawn by:
JP,
 checked by:
FP
 date:
8-20-2024
 notice:
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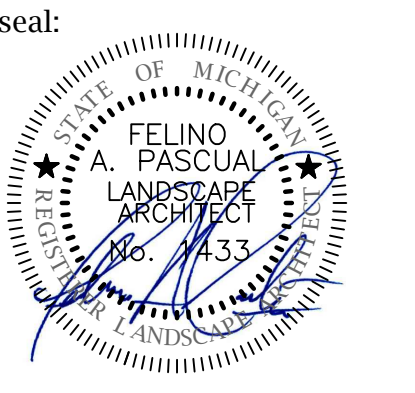
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The location and elevations of existing underground utilities as shown on this drawing are only approximate. No guarantee is either expressed or implied as to the completeness of accuracy; contractor shall be exclusively responsible for determining the exact location and elevation prior to the start of construction.

project no:
LS24.083.08

sheet no:
LS-1 of 6



client:
LAUTREC
 31550
 Northwestern
 HWY. Suite 200
 Farmington Hills,
 Michigan 48334

project:
**THE
 LEGACY
 HILLS**

project location:
 Genoa Township,
 Michigan
 Challis Road & Bauer
 Road
 sheet title:
**GENERAL LANDSCAPE
 PLANTING DETAIL**

job no./issue/revision date:
 LS24.083.08 SPA 8-26-2024
 LS24.083.09 TWP. COMMENTS 9-26-2024

drawn by:
JP,
 checked by:
FP
 date:
8-20-2024
 notice:
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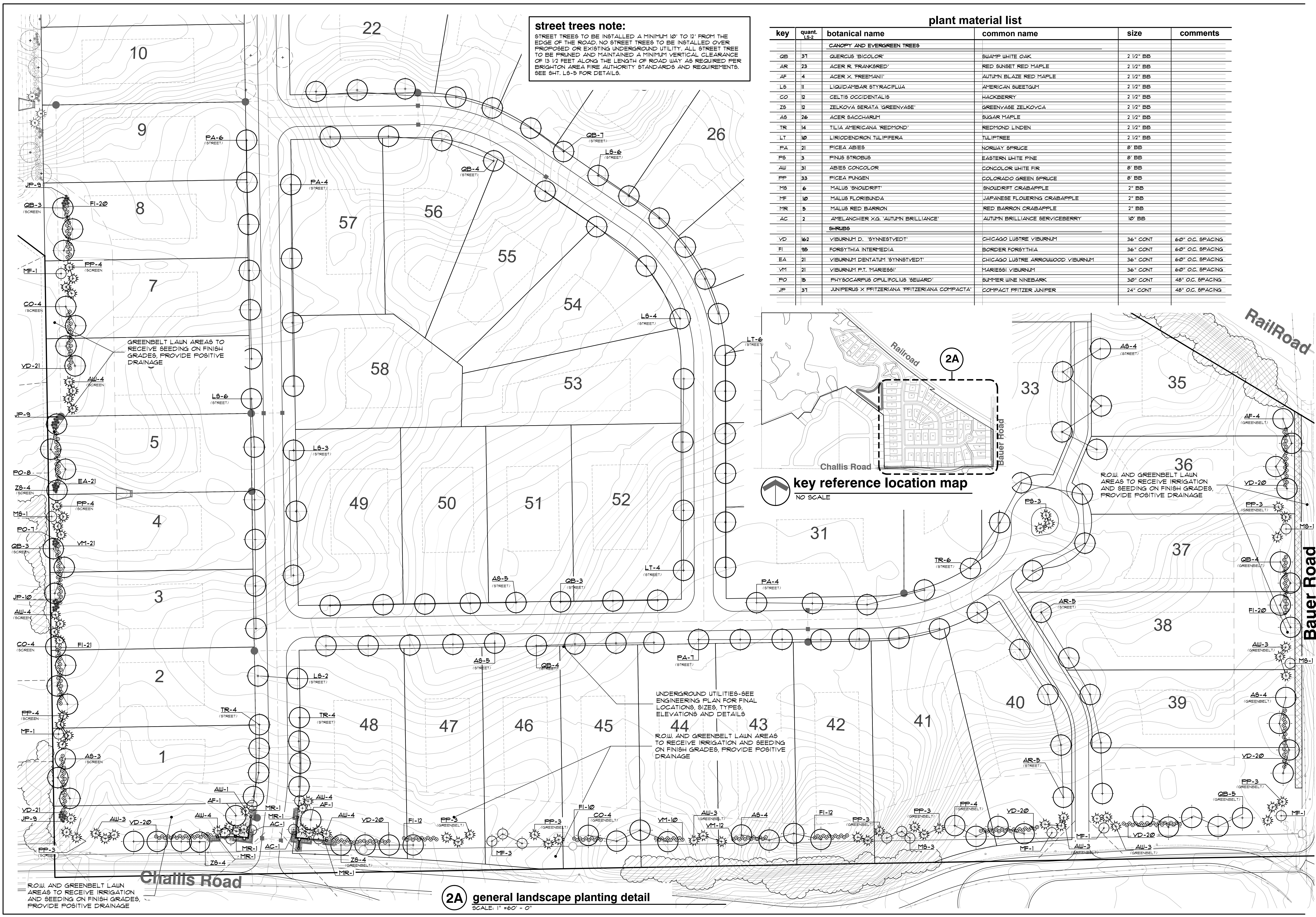
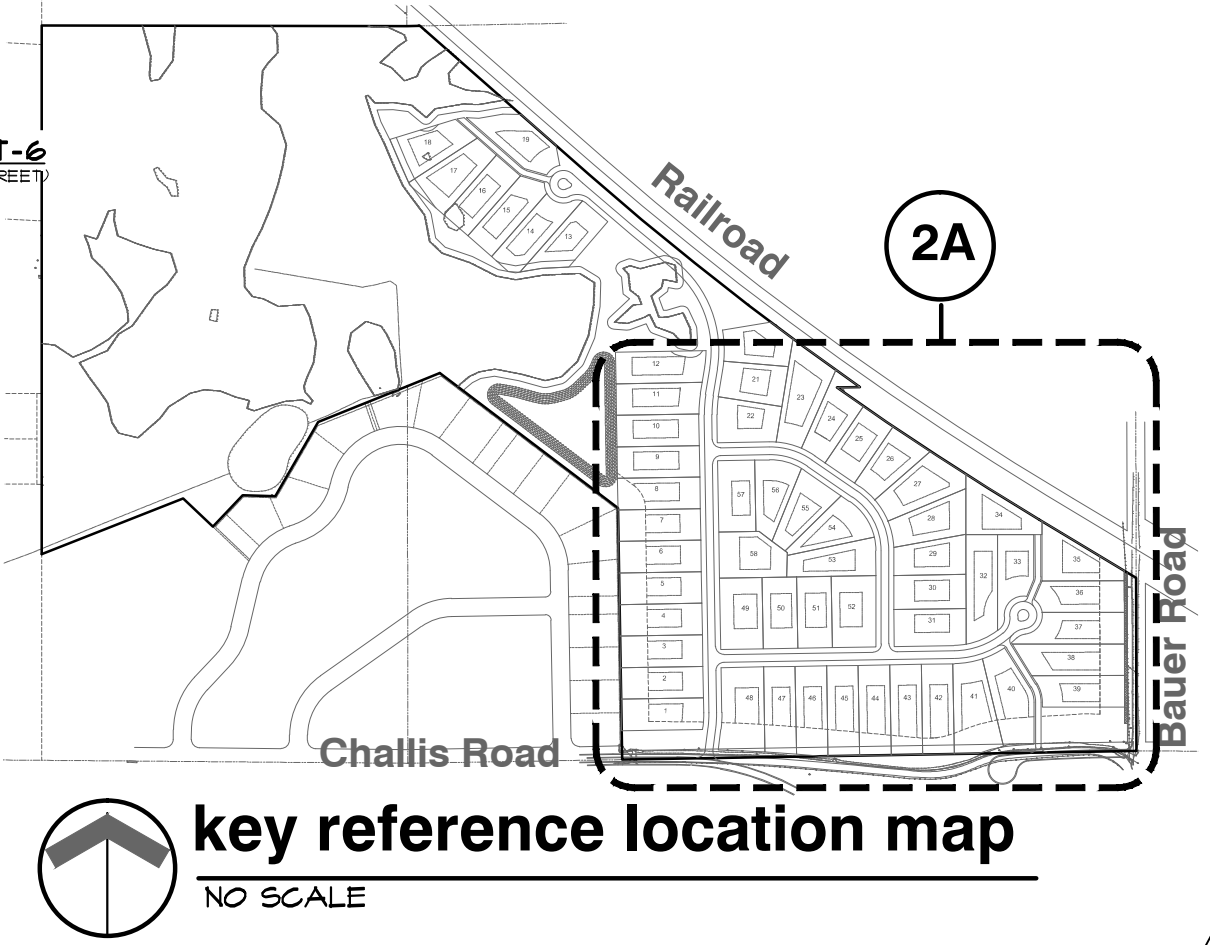
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LS24.083.08

sheet no:
LS-2 of 6

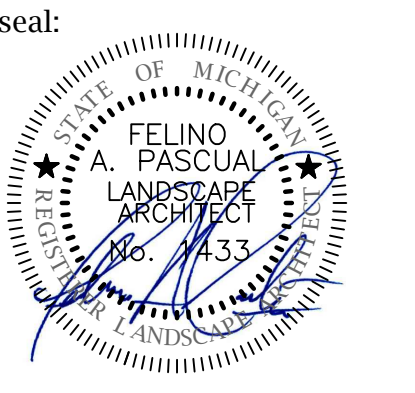
plant material list

key	quant. LS-2	botanical name	common name	size	comments
CANOPY AND EVERGREEN TREES					
QB	31	QUERCUS 'BICOLOR'	SWAMP WHITE OAK	2 1/2" BB	
AR	23	ACER R. 'FRANKSRED'	RED SUNSET RED MAPLE	2 1/2" BB	
AF	4	ACER X. 'FREEMANII'	AUTUMN BLAZE RED MAPLE	2 1/2" BB	
L8	11	LIQUIDAMBAR STRACIFLUA	AMERICAN SWEETGUM	2 1/2" BB	
CO	12	CELTIS OCCIDENTALIS	HACKBERRY	2 1/2" BB	
Z8	12	ZELKOYA SERATA 'GREENVASE'	GREENVASE ZELKOYCA	2 1/2" BB	
A8	26	ACER SACCHARUM	SUGAR MAPLE	2 1/2" BB	
TR	14	TILIA AMERICANA 'REDMOND'	REDMOND LINDEN	2 1/2" BB	
LT	10	LIRIODENDRON TULIPIFERA	TULIPTREE	2 1/2" BB	
FA	21	FICEA ABIES	NORWAY SPRUCE	8' BB	
PS	3	FINUS STROBUS	EASTERN WHITE PINE	8' BB	
AW	31	ABIES CONCOLOR	CONCOLOR WHITE FIR	8' BB	
PP	33	FICEA FUNGEN	COLORADO GREEN SPRUCE	8' BB	
MS	6	MALUS 'SNOWDRIFT'	SNOWDRIFT CRABAPPLE	2" BB	
MF	10	MALUS FLORIBUNDA	JAPANESE FLOWERING CRABAPPLE	2" BB	
MR	5	MALUS RED BARRON	RED BARRON CRABAPPLE	2" BB	
AC	2	AMELANCHIER X.G. 'AUTUMN BRILLIANCE'	AUTUMN BRILLIANCE SERVICEBERRY	10" BB	
SHRUBS					
VD	162	VIBURNUM D. 'SYNNSTVEDT'	CHICAGO LUSTRE VIBURNUM	36" CONT	60" O.C. SPACING
FI	95	FORSYTHIA INTERMEDIA	BORDER FORSYTHIA	36" CONT	60" O.C. SPACING
EA	21	VIBURNUM DENTATUM 'SYNNSTVEDT'	CHICAGO LUSTRE ARROWWOOD VIBURNUM	36" CONT	60" O.C. SPACING
VM	21	VIBURNUM P.T. 'MARIESSI'	MARIESSI VIBURNUM	36" CONT	60" O.C. SPACING
PO	15	PHYTOSCARPUS OPULIFOLIUS 'SEWARD'	SUMMER WINE NINEBARK	30" CONT	48" O.C. SPACING
JP	31	JUNIPERUS X FRITZERIANA 'FRITZERIANA COMPACTA'	COMPACT FRITZER JUNIPER	24" CONT	48" O.C. SPACING

street trees note:
 STREET TREES TO BE INSTALLED A MINIMUM 10' TO 12' FROM THE
 EDGE OF THE ROAD. NO STREET TREES TO BE INSTALLED OVER
 PROPOSED OR EXISTING UNDERGROUND UTILITY. ALL STREET TREE
 TO BE PRUNED AND MAINTAINED A MINIMUM VERTICAL CLEARANCE
 OF 13 1/2 FEET ALONG THE LENGTH OF ROAD WAY AS REQUIRED PER
 BRIGHTON AREA FIRE AUTHORITY STANDARDS AND REQUIREMENTS.
 SEE SHT. L8-5 FOR DETAILS.



2A general landscape planting detail
 SCALE: 1" = 60' - 0"



client:
LAUTREC
 31550
 Northwestern
 HWY. Suite 200
 Farmington Hills,
 Michigan 48334

project:
**THE
 LEGACY
 HILLS**

project location:
 Genoa Township,
 Michigan
 Challis Road & Bauer
 Road

sheet title:
**GENERAL
 LANDSCAPE
 PLANTING DETAIL**

job no./issue/revision date:
 LS24.083.08 SPA 8-26-2024
 LS24.083.09 TWP. COMMENTS 9-26-2024

drawn by:
JP,
 checked by:
FP
 date:
8-20-2024

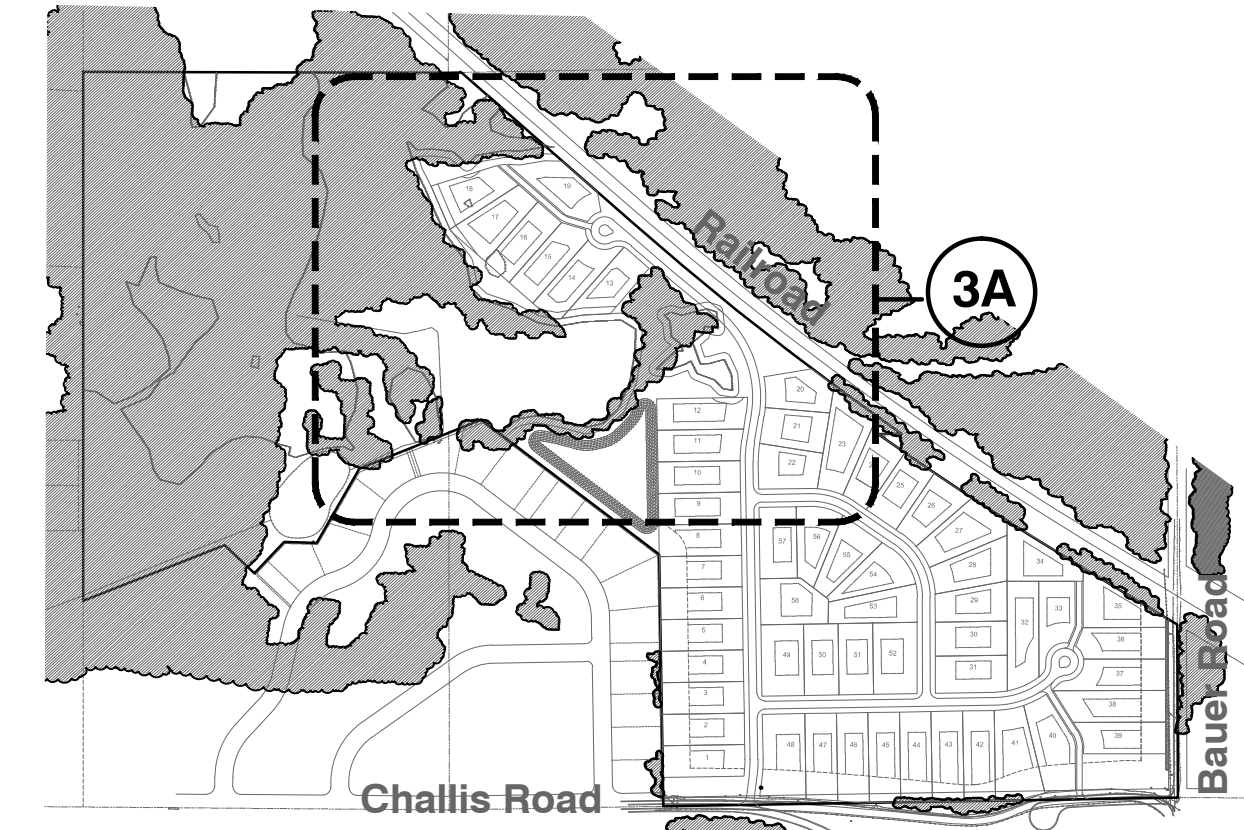
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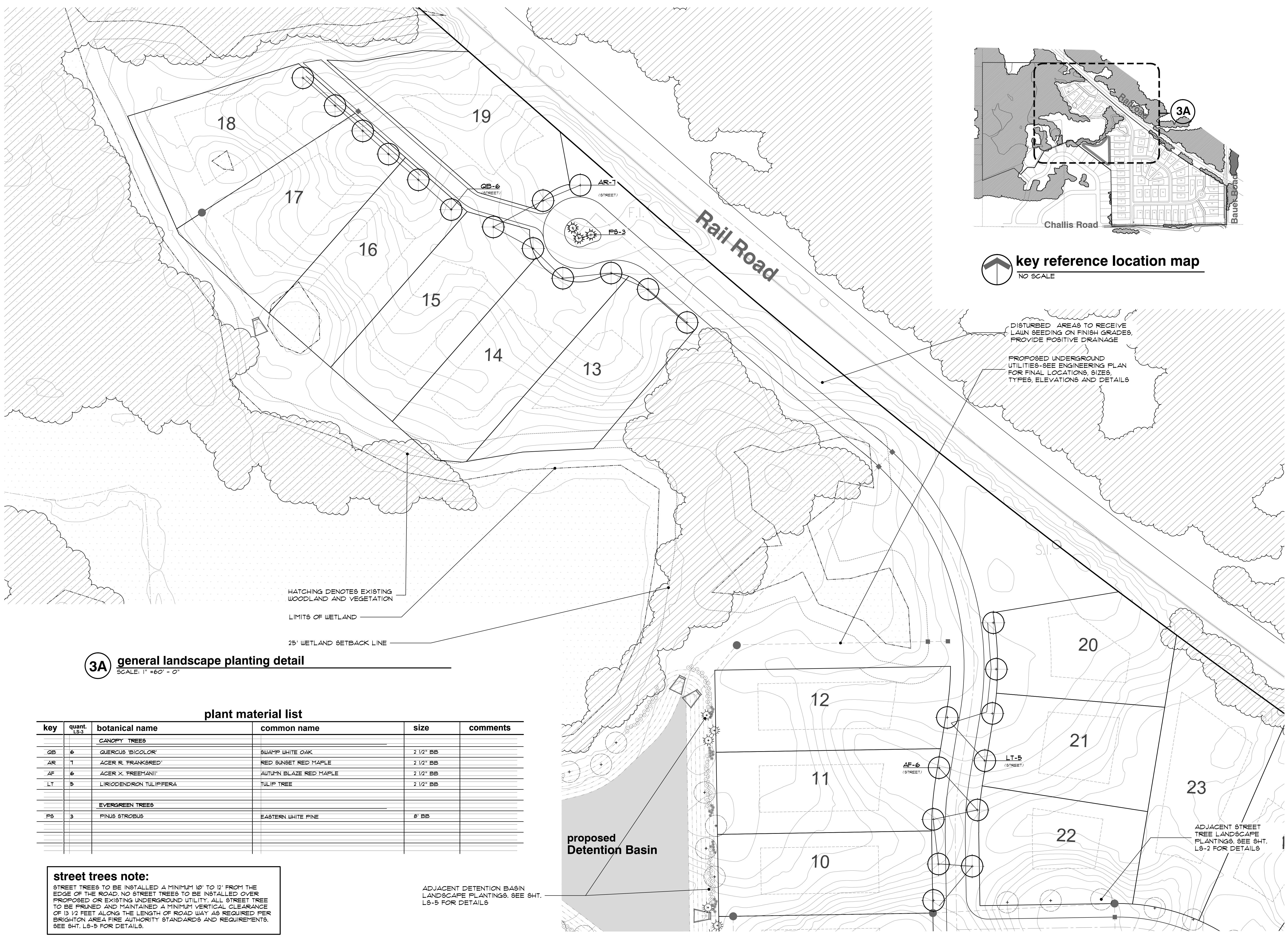
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 of construction

project no:
LS24.083.08

sheet no:
LS-3 of 6



key reference location map
 NO SCALE



DISTURBED AREAS TO RECEIVE
 LAWN SEEDING ON FINISH GRADES,
 PROVIDE POSITIVE DRAINAGE

PROPOSED UNDERGROUND
 UTILITIES-SEE ENGINEERING PLAN
 FOR FINAL LOCATIONS, SIZES,
 TYPES, ELEVATIONS AND DETAILS

HATCHING DENOTES EXISTING
 WOODLAND AND VEGETATION
 LIMITS OF WETLAND
 25' WETLAND SETBACK LINE

3A general landscape planting detail
 SCALE: 1" = 60' - 0"

plant material list

key	quant. LS-3	botanical name	common name	size	comments
CANOPY TREES					
GB	6	QUERCUS 'BICOLOR'	SWAMP WHITE OAK	2 1/2" BB	
AR	1	ACER R. 'FRANKFRED'	RED SUNSET RED MAPLE	2 1/2" BB	
AF	6	ACER X. 'FREEMANII'	AUTUMN BLAZE RED MAPLE	2 1/2" BB	
LT	5	LIRIODENDRON TULIFIFERA	TULIP TREE	2 1/2" BB	
EVERGREEN TREES					
PS	3	PINUS STROBUS	EASTERN WHITE PINE	8' BB	

street trees note:
 STREET TREES TO BE INSTALLED A MINIMUM 10' TO 12' FROM THE
 EDGE OF THE ROAD. NO STREET TREES TO BE INSTALLED OVER
 PROPOSED OR EXISTING UNDERGROUND UTILITY. ALL STREET TREE
 TO BE PRUNED AND MAINTAINED A MINIMUM VERTICAL CLEARANCE
 OF 13 1/2 FEET ALONG THE LENGTH OF ROAD WAY AS REQUIRED PER
 BRIGHTON AREA FIRE AUTHORITY STANDARDS AND REQUIREMENTS.
 SEE SHT. LS-5 FOR DETAILS.

ADJACENT DETENTION BASIN
 LANDSCAPE PLANTINGS. SEE SHT.
 LS-5 FOR DETAILS

basin construction notes

PROPER CONSTRUCTION TECHNIQUES, PARTICULARLY INSTALLATION OF VEGETATION, ARE IMPORTANT TO THE SUCCESSFUL FUNCTIONING OF OPEN DETENTION BASINS, ESPECIALLY FOR CONSTRUCTED WETLAND TYPE OPEN DETENTION BASINS IN ORDER TO ESTABLISH A DENSE AND DIVERSE EMERGENT WETLAND PLANT COMMUNITY. GENERAL GUIDELINES FOR VEGETATION INSTALLATION INCLUDE:

- IF EMERGENT PLANT STOCK IS PROPOSED IN THE POND ZONE, THE SUPPLIED PLUG MATERIAL MUST HAVE SUFFICIENT VEGETATIVE GROWTH EXTENDING OUT OF THE WATER ONCE PLANTED.
 - SEED MUST BE PLANTED ABOVE THE PERMANENT WATER ELEVATION.
 - ALL SEEDED AREAS SHOULD BE PROPERLY STABILIZED WITH A MUCK BLANKET PEGGED IN PLACE.
 - DEPENDING ON THE TYPE OF VEGETATION, BARRIERS MAY BE REQUIRED FOR ONE YEAR TO PROTECT THE PLANTINGS (E.G. SNOW FENCE OR NETTING TO DETER WILDLIFE, PREVENT MOWING).
 - IF DETENTION BASIN ARE COMPACTED, THE SLOPES MUST BE ROTOTILLED, 4" (FOUR) OF COMPOST OR TOPSOIL MUST BE ADDED.
 - "NO MOW ZONE" SIGNS MUST BE PLACED AROUND THE BASIN.
1. DETENTION BASIN NATIVE SEEDING TO BE PERFORMED IN EARLY SPRING OR LATE FALL. AQUATIC PLANTS SHOULD BE INSTALLED IN THE SUMMER AFTER THE COVER CROP HAS ESTABLISHED.

lawn area:

80D LAWN AREAS SHALL BE KENTUCKY BLUE GRASS BLEND GRASS IN A 80D NURSERY ON LOAM SOIL. 80D TO BE INSTALLED ON MINIMUM 4" TOPSOIL.

SEEDED LAWN AREAS SHALL CONSIST OF THE FOLLOWING TYPES AND PROPORTIONS:

- 5% PERENNIAL RYE GRASS
- 10% RED FESCUE
- 25% CHEWING FESCUE
- 60% KENTUCKY BLUE GRASS

SEED MIX SHALL BE APPLIED AT A RATE OF 200 POUNDS PER ACRE AND WEED CONTENT SHALL NOT EXCEED 1%. SEED. PROVIDE A MINIMUM 4" TOP SOIL ON ALL SEEDED LAWN AREA

detention pond landscape requirement:

detention basin	REQUIRED	PROVIDED
TOTAL LIN.FT. OF POND PERIMETER	1602±	
ONE (1) DECIDUOUS OR EVERGREEN TREE PER 50 LIN.FT. (1602 LIN.FT. / 50 LIN.FT. = 32.04 TREES)	32	32
TEN (10) SHRUBS PER 50 LIN.FT. (1604 LIN.FT. / 50 LIN.FT. = 32.04 X 10-SHRUBS=320.4)	320	320

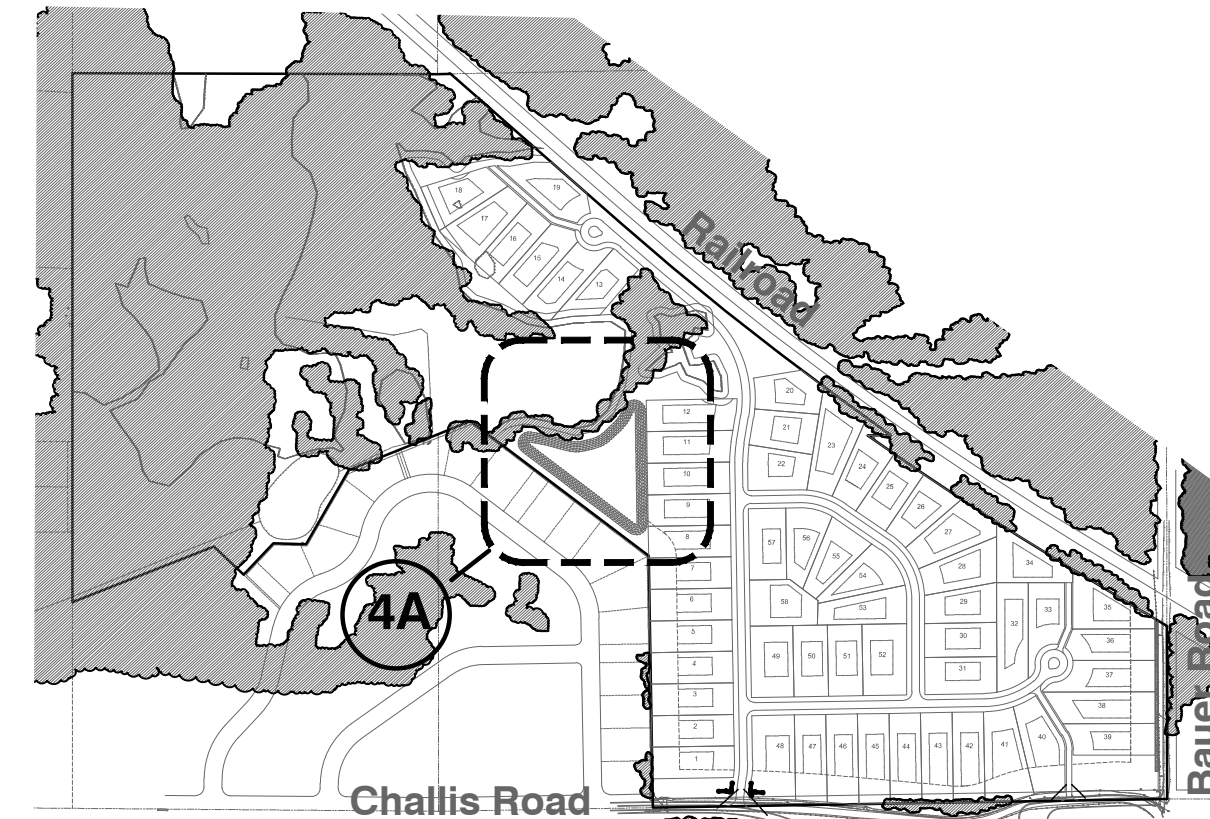
detention basin seed mix

A WETLAND SEED MIX FOR SATURATED SOILS IN A DETENTION POND OR FOR SEEDING A SATURATED BASIN. THIS MIX WILL TOLERATE HIGHLY FLUCTUATING WATER LEVELS AND POOR WATER QUALITY ASSOCIATED WITH URBAN STORMWATER WETLANDS AND PONDS. FOR DETENTION BASINS THAT EXPERIENCE LONG, DRY PERIODS, USE THE ECONOMY PRAIRIE SEED MIX IN THE UPPER THIRD TO HALF OF THE BASIN AREA IN COMBINATION WITH THIS MIX. THIS SEED MIX INCLUDES AT LEAST 10 OF 12 NATIVE PERMANENT GRASS AND SEDGE SPECIES AND 13 OF 17 NATIVE FORB SPECIES. APPLY AT 36.22 PLS POUNDS PER ACRE.

BOTANICAL NAME	COMMON NAME	PLS OZ/ACRE
PERMANENT GRASSES/SEDGES		
BOLBOSCHOENUS FLUVIATILIS	RIVER BULRUSH	1.00
CAREX CRISTATELLA	CRESTED OVAL SEDGE	0.50
CAREX LURIDA	BOTTLEBRUSH SEDGE	3.00
CAREX VULPINOIDEA	BROWN FOX SEDGE	2.00
ELYMUS VIRGINICUS	VIRGINIA WILD RYE	24.00
GLYCERIA STRIATA	FOWL MANNA GRASS	1.00
JUNCUS EFFUSUS	COMMON RUSH	1.00
LEERSIA ORYZOIDES	RICE CUT GRASS	1.00
PANICUM VIRGATUM	SWITCH GRASS	2.00
SCHOENOPLECTUS TABERNAEMONTANI	GREAT BULRUSH	3.00
SCIRPUS ATROVIRENS	DARK GREEN RUSH	2.00
SCIRPUS CYPERINUS	WOOL GRASS	1.00
	TOTAL	41.50

TEMPORARY COVER		
AVENA SATIVA	COMMON OAT	512.00
	TOTAL	512.00

FORBS		
ALISMA SUBCORDATUM	COMMON WATER PLANTAIN	2.50
ASCLEPIAS INCARNATA	SWAMP MILKWEED	2.00
BIDENS SPP. BIDENS	SPECIES	2.00
EUPATORIUM PERFORIATUM	COMMON BONESET	1.00
HELENIUM AUTUMNALE	SNEEZEWEED	2.00
IRIS VIRGINICA V. SHREVEI	BLUE FLAG	4.00
LYCOPUS AMERICANUS	COMMON WATER HOREHOUND	0.50
MIMULUS RINGENS	MONKEY FLOWER	1.00
PENTHORUM SEDOIDES	DITCH STONECROP	0.50
PERSICARIA SPP.	PINKWEED SPECIES	2.00
RUDBECKIA SUBTOMENTOSA	SWEET BLACK-EYED SUSAN	1.00
RUDBECKIA TRILOBA	BROWN-EYED SUSAN	1.50
SAGITTARIA LATIFOLIA	COMMON ARROWHEAD	1.00
SENNA HEBECARPA	WILD SENNA	2.00
SYMPHYOTRICHUM LANCEOLATUM	PANICLED ASTER	0.50
SYMPHYOTRICHUM NOVAE-ANGLIAE	NEW ENGLAND ASTER	0.50
THALICTRUM DASycARPUM	PURPLE MEADOW RUE	2.00
	TOTAL	26.00



economy prairie seed mix

THIS PRAIRIE SEED MIX OFFERS AN ECONOMICAL WAY TO ESTABLISH A PRAIRIE. IN ADDITION TO NATIVE PRAIRIE GRASSES, FLOWERING SPECIES PROVIDE COLOR THROUGHOUT THE GROWING SEASON AND FOOD SOURCES FOR BIRDS AND BUTTERFLIES. ADDING SEED OR PLANT PLUGS AT A LATER DATE IS A WONDERFUL WAY TO INCREASE A PRAIRIE'S RICHNESS AND DIVERSITY. THIS SEED MIX INCLUDES AT LEAST 6 OF 7 NATIVE PERMANENT GRASS AND SEDGE SPECIES AND 10 OF 13 NATIVE FORB SPECIES. APPLY AT 40.95 PLS POUNDS PER ACRE.

BOTANICAL NAME	COMMON NAME	PLS OZ/ACRE
PERMANENT GRASSES/SEDGES		
ANDROPOGON GERARDII	BIG BLUESTEM	12.00
BOUTELOUA CURTIPENDULA	SIDE-OATS GRAMA	16.00
CAREX SPP.	PRAIRIE SEDGE SPECIES	3.00
ELYMUS CANADENSIS	CANADA WILD RYE	24.00
PANICUM VIRGATUM	SWITCH GRASS	2.50
SCHIZACHYRIUM SCOPARIUM	LITTLE BLUESTEM	32.00
SORGHASTRUM NUTANS	INDIAN GRASS	12.00
	TOTAL	101.50

TEMPORARY COVER		
AVENA SATIVA	COMMON OAT	512.00
	TOTAL	512.00

FORBS		
ASCLEPIAS SYRIACA	COMMON MILKWEED	1.00
ASCLEPIAS TUBEROSA	BUTTERFLY WEED	1.00
CHAMAECRISTA FASCICULATA	PARTRIDGE PEA	10.00
COREOPSIS LANCEOLATA	SAND COREOPSIS	6.00
ECHINACEA PURPUREA	BROAD-LEAVED PURPLE CONEFLOWER	8.00
HELIOPSIS HELIANTHOIDES	FALSE SUNFLOWER	0.25
MONARDA FISTULOSA	WILD BERGAMOT	0.50
PENSTEMON DIGITALIS	FOXGLOVE BEARD TONGUE	1.00
RATIBIDA PINNATA	YELLOW CONEFLOWER	4.00
RUDBECKIA HIRTA	BLACK-EYED SUSAN	8.00
SOLIDAGO SPECIOSA	SHOWY GOLDENROD	0.50
SYMPHYOTRICHUM LAEVE	SMOOTH BLUE ASTER	1.00
SYMPHYOTRICHUM NOVAE-ANGLIAE	NEW ENGLAND ASTER	0.50
	TOTAL	41.75

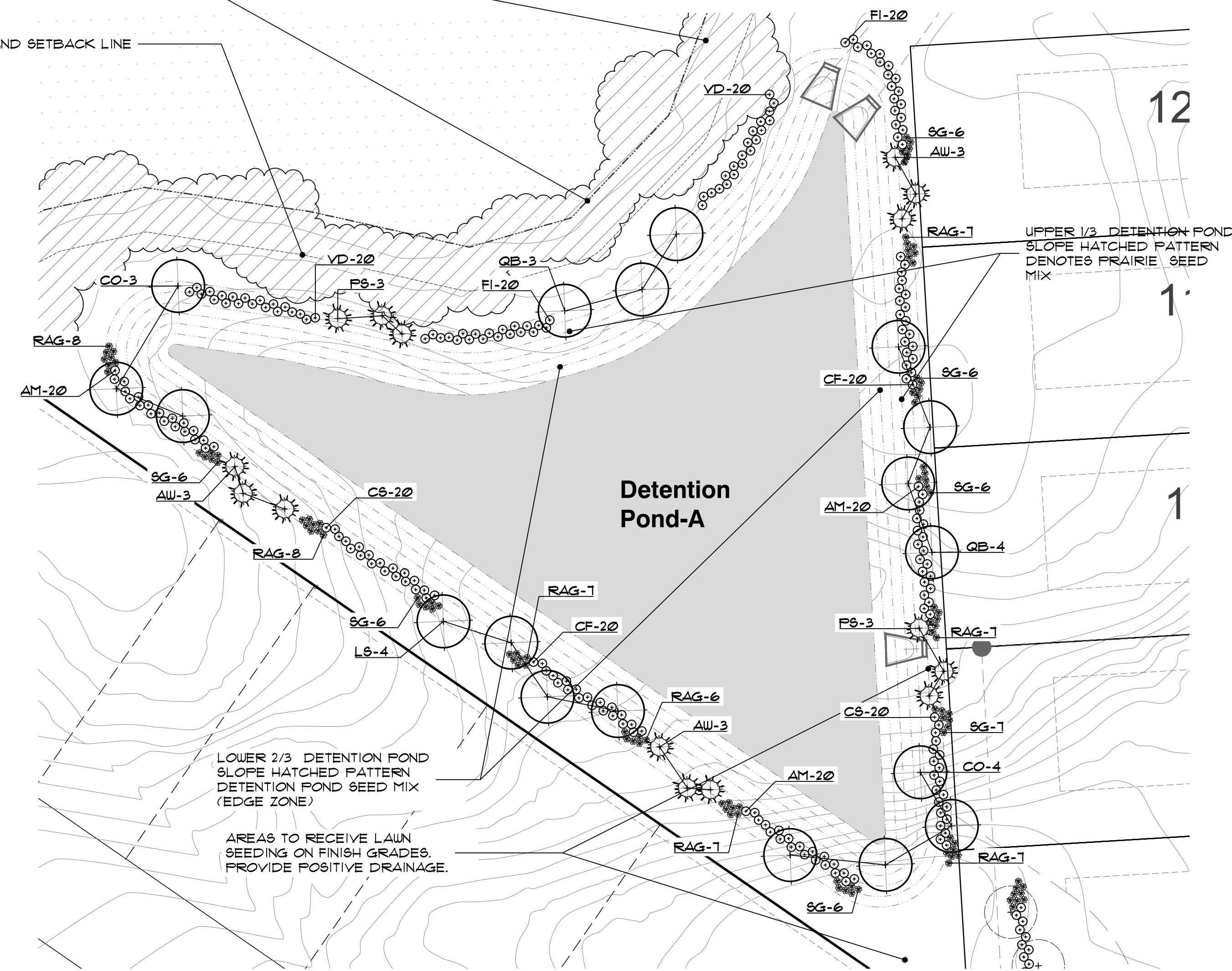
plant material list

key	quant.	botanical name	common name	size	comments
CANOPY AND EVERGREEN TREES					
GB	1	QUERCUS BICOLOR	SWAMP WHITE OAK	2 1/2" BB	
LS	4	LIQUIDAMBAR STYRACIFLUA	AMERICAN SWEETGUM	2 1/2" BB	
CO	1	CELTIS OCCIDENTALIS	HACKBERRY		
FS	6	PINUS STROBUS	EASTERN WHITE PINE	8" BB	
AW	9	ABIES CONCOLOR	CONCOLOR WHITE FIR	8" BB	
SHRUBS					
RAG	51	VIBURNUM D. 'SYNNESTVEDT'	GR0 LOW FRAGRANT SUMAC	5" CONT	42" O.C. SPACING
VD	40	VIBURNUM D. 'SYNNESTVEDT'	CHICAGO LUSTRE VIBURNUM	5" CONT	60" O.C. SPACING
CS	40	CORNUS STOLONIFERA	REDTWIG DOGWOOD	5" CONT.	60" O.C. SPACING
CF	40	CORNUS FLAVIRAMEA	YELLOWTWIG DOGWOOD	5" CONT.	60" O.C. SPACING
FI	40	FORSYTHIA INTERMEDIA	BORDER FORSYTHIA	5" CONT.	60" O.C. SPACING
SG	43	SPIREA X B. BURIALDA 'GOLDFLAME'	GOLDFLAME SPIREA	5" CONT.	42" O.C. SPACING
IV	60	ILEX VERTICILLATA	MICHIGAN HOLLY	5" CONT.	60" O.C. SPACING

HATCHING DENOTES EXISTING WOODLAND AND VEGETATION

LIMITS OF WETLAND

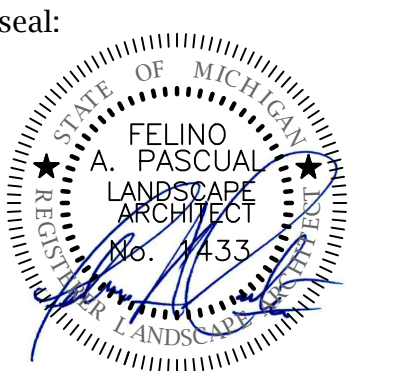
25' WETLAND SETBACK LINE



4A detention pond-A planting detail
SCALE: 1" = 30' - 0"

hatch pattern legend

- AREAS TO RECEIVE IRRIGATION AND SOD, MAINTAINED AND MOWED WEEKLY
- AREAS TO RECEIVE PRAIRIE SEED MIX. (NO MOWED AREA)
- AREAS TO RECEIVE LAWN SEEDING
- AREAS TO RECEIVE DETENTION POND SEED MIX



client:
LAUTREC
31550
Northwestern
HWY. Suite 200
Farmington Hills,
Michigan 48334

project:
THE LEGACY HILLS

project location:
Genoa Township,
Michigan
Challis Road & Bauer
Road

sheet title:
DETENTION
LANDSCAPE PLANTING
DETAIL PLAN

job no./issue/revision date:
LS24.083.08 SPA 8-26-2024
LS24.083.09 TWP. COMMENTS 9-26-2024

drawn by:
JP,
checked by:
FP
date:
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project no:
LS24.083.08

planting landscape notes:

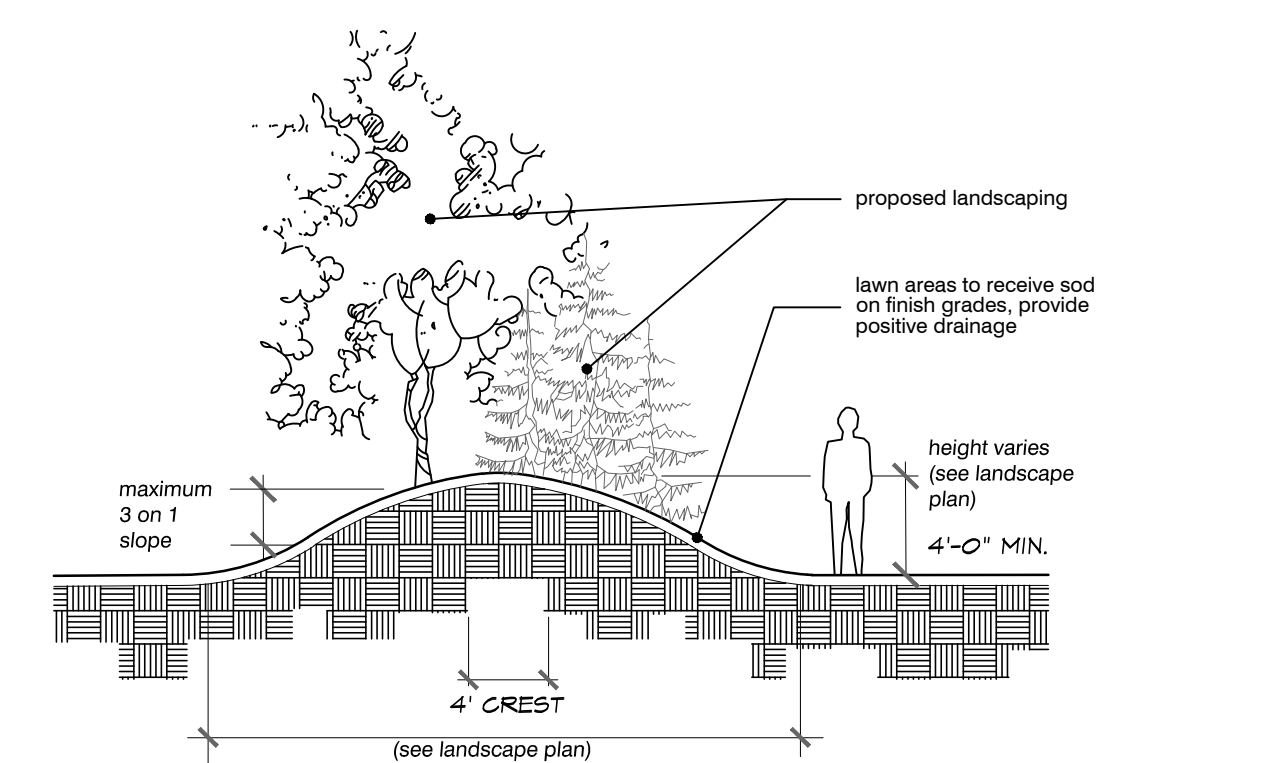
- GENERAL NOTES:
 1. PLANT MATERIALS TO BE INSTALLED ACCORDING TO THE GENOA TOWNSHIP AND CURRENT AMERICAN ASSOCIATION OF NURSERYMEN STANDARDS.
 2. PLANT MATERIALS TO BE GUARANTEED FOR 2 YEARS. REPLACE FALLING MATERIAL WITHIN 1 YEAR, OR THE NEXT APPROPRIATE PLANTING PERIOD.
 3. PLANT MATERIALS TO BE OF PREMIUM QUALITY, NO. 1 GRADE NORTHERN NURSERY GROWN, IN HEALTHY CONDITION, FREE OF PESTS AND DISEASES.
 4. MULCH IS TO BE NATURAL COLORED, FINELY SHREDDED HARDWOOD BARK OF 4" THICK BARK. MULCH FOR TREES IN 4" DIA. CIRCLE W/3" PULLED AWAY FROM TRUNK, 3" THICK BARK MULCH FOR SHRUBS AND 2" THICK BARK MULCH FOR PERENNIALS.
 5. CALL MISS DIG AT 1-800-482-7171 PRIOR TO ANY CONSTRUCTION.

- DECIDUOUS & EVERGREEN TREE:
 1. TREE SHALL BE INSTALLED SAME RELATIONSHIP TO FINISH GRADE AS IT BORE ORIGINALLY OR SLIGHTLY HIGHER THAN FINISH GRADE UP TO 6" ABOVE GRADE, IF DIRECTED BY LANDSCAPE ARCHITECT FOR HEAVY CLAY SOIL AREAS.
 2. DO NOT PRUNE TERMINAL LEADER. PRUNE ONLY DEAD OR BROKEN BRANCHES.
 3. REMOVE ALL TAGS, STRING, PLASTICS AND OTHER MATERIALS THAT ARE UNSIGHTLY AND COULD CAUSE GIRDLING.
 4. REMOVE TREE STAKES, GUY WIRES AND TREE WRAP AFTER ONE WINTER SEASON.

- SHRUB:
 1. SHRUB SHALL BE INSTALLED SAME RELATIONSHIP TO FINISH GRADE AS IT BORE ORIGINALLY OR SLIGHTLY HIGHER THAN FINISH GRADE UP TO 4" ABOVE GRADE, IF DIRECTED BY LANDSCAPE ARCHITECT FOR HEAVY CLAY SOIL AREAS.
 2. DO NOT PRUNE TERMINAL LEADER. PRUNE ONLY DEAD OR BROKEN BRANCHES.
 3. REMOVE ALL TAGS, STRING, PLASTICS AND OTHER MATERIALS THAT ARE UNSIGHTLY AND COULD CAUSE GIRDLING.

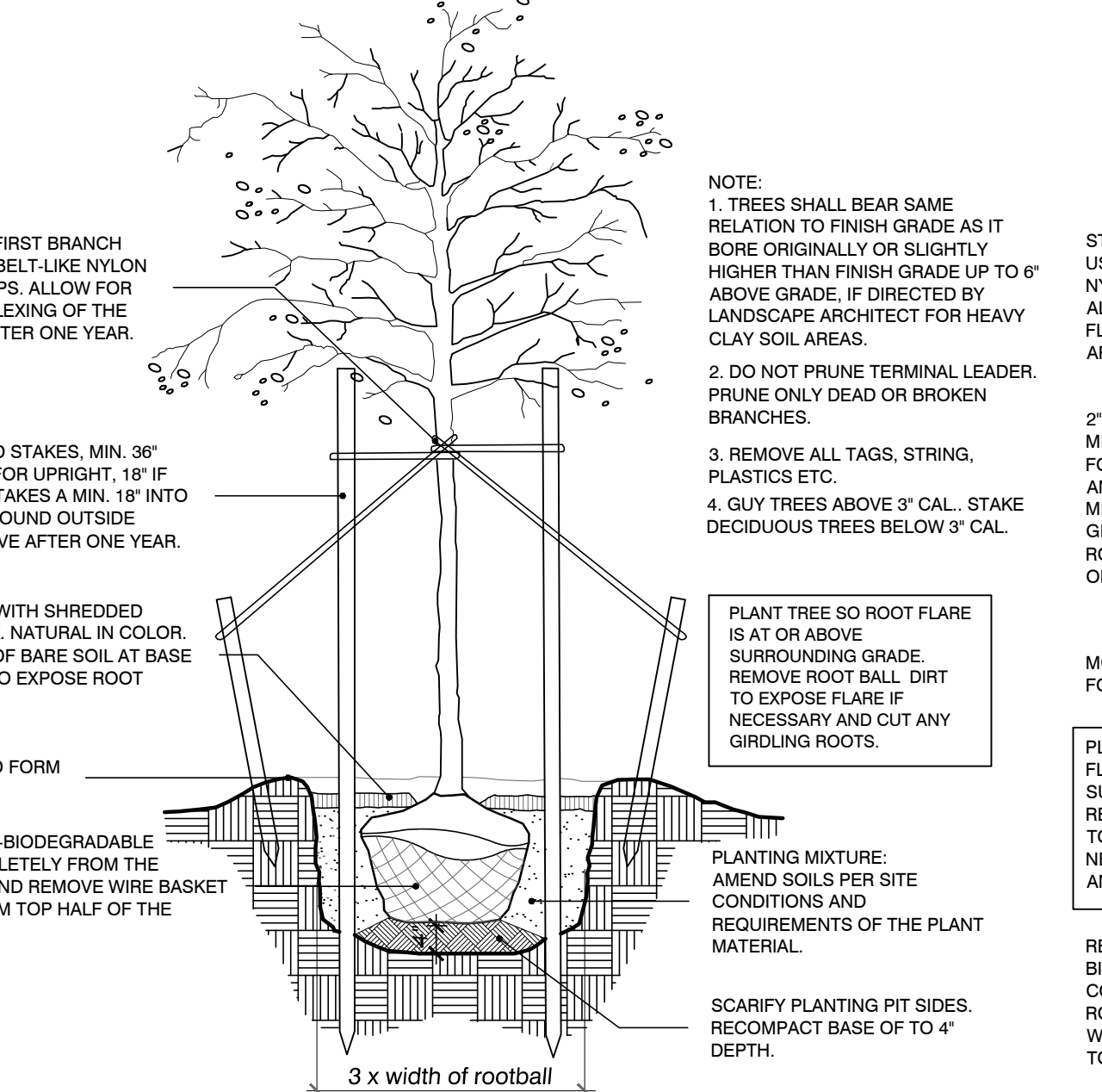
LANDSCAPE MAINTENANCE PROCEDURES AND FREQUENCIES TO BE FOLLOWED SHALL BE SPECIFIED ON THE LANDSCAPE PLAN, ALONG WITH THE MANNER IN WHICH THE EFFECTIVENESS, HEALTH AND INTENDED FUNCTIONS OF THE VARIOUS LANDSCAPE AREAS ON THE SITE WILL BE ENSURED.

1. LANDSCAPING SHALL BE KEPT IN A NEAT, ORDERLY AND HEALTHY GROWING CONDITION, FREE FROM DEBRIS AND REFUSE.
 2. PRUNING SHALL BE MINIMAL AT THE TIME OF INSTALLATION ONLY TO REMOVE DEAD OR DISEASED BRANCHES. SUBSEQUENT PRUNING SHALL ASSURE PROPER MATURATION OF PLANTS TO ACHIEVE THEIR APPROVED PURPOSE.
 3. ALL DEAD OR DISEASED PLANT MATERIAL SHALL BE REMOVED AND REPLACED WITHIN 60x (6) MONTHS AFTER IT DIES OR IN THE NEXT PLANTING SEASON, WHICHEVER OCCURS FIRST. THE PLANTING SEASON FOR DECIDUOUS PLANTS SHALL BE BETWEEN MARCH 15 AND NOVEMBER 15 OR UNTIL THE FROST-FREEZED SOIL BECOMES FROZEN. THE PLANTING SEASON FOR EVERGREEN PLANTS SHALL BE BETWEEN MARCH 1 AND JUNE 1. PLANT MATERIAL INSTALLED TO REPLACE DEAD OR DISEASED MATERIAL SHALL BE AS CLOSE AS PRACTICAL TO THE SIZE OF THE MATERIAL IT IS INTENDED TO REPLACE.



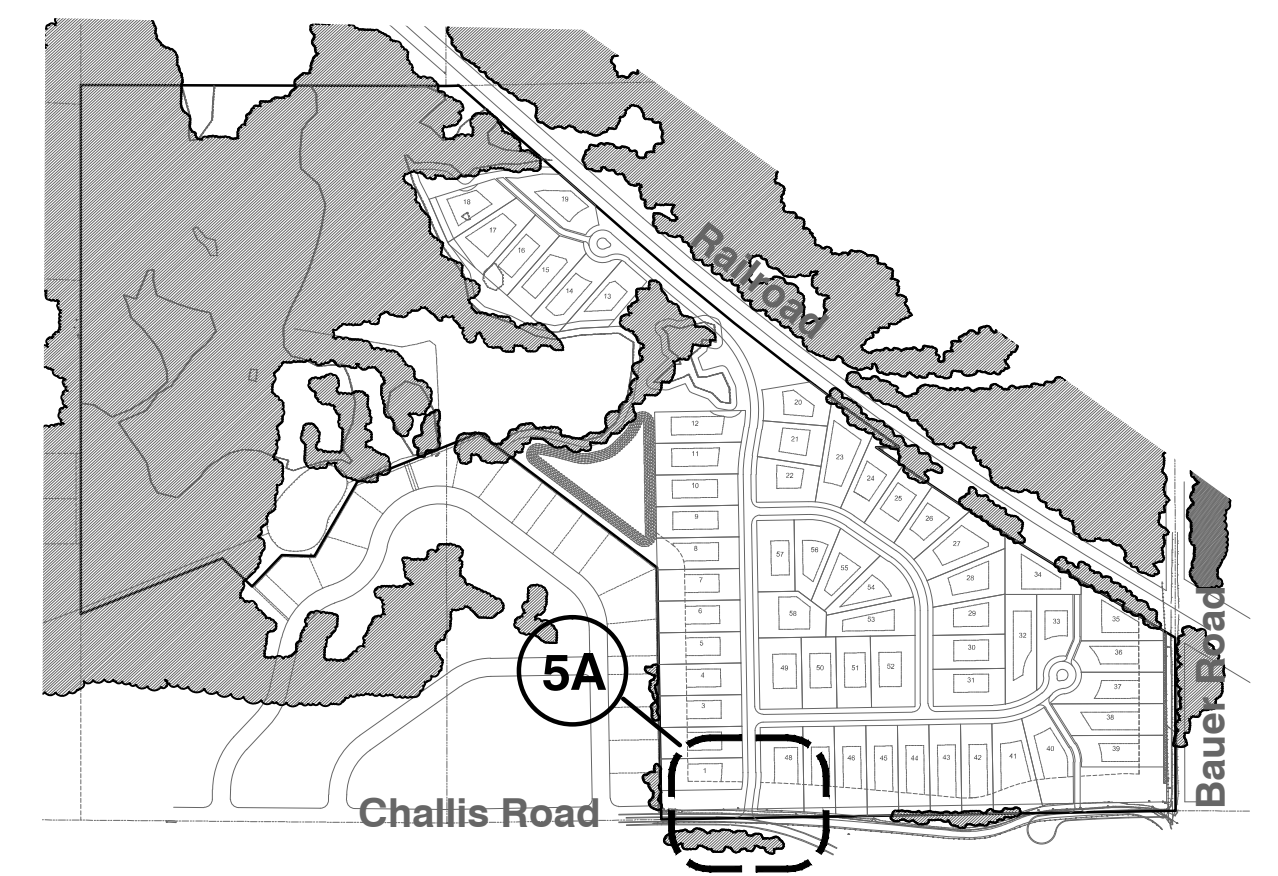
berm planting detail

no scale



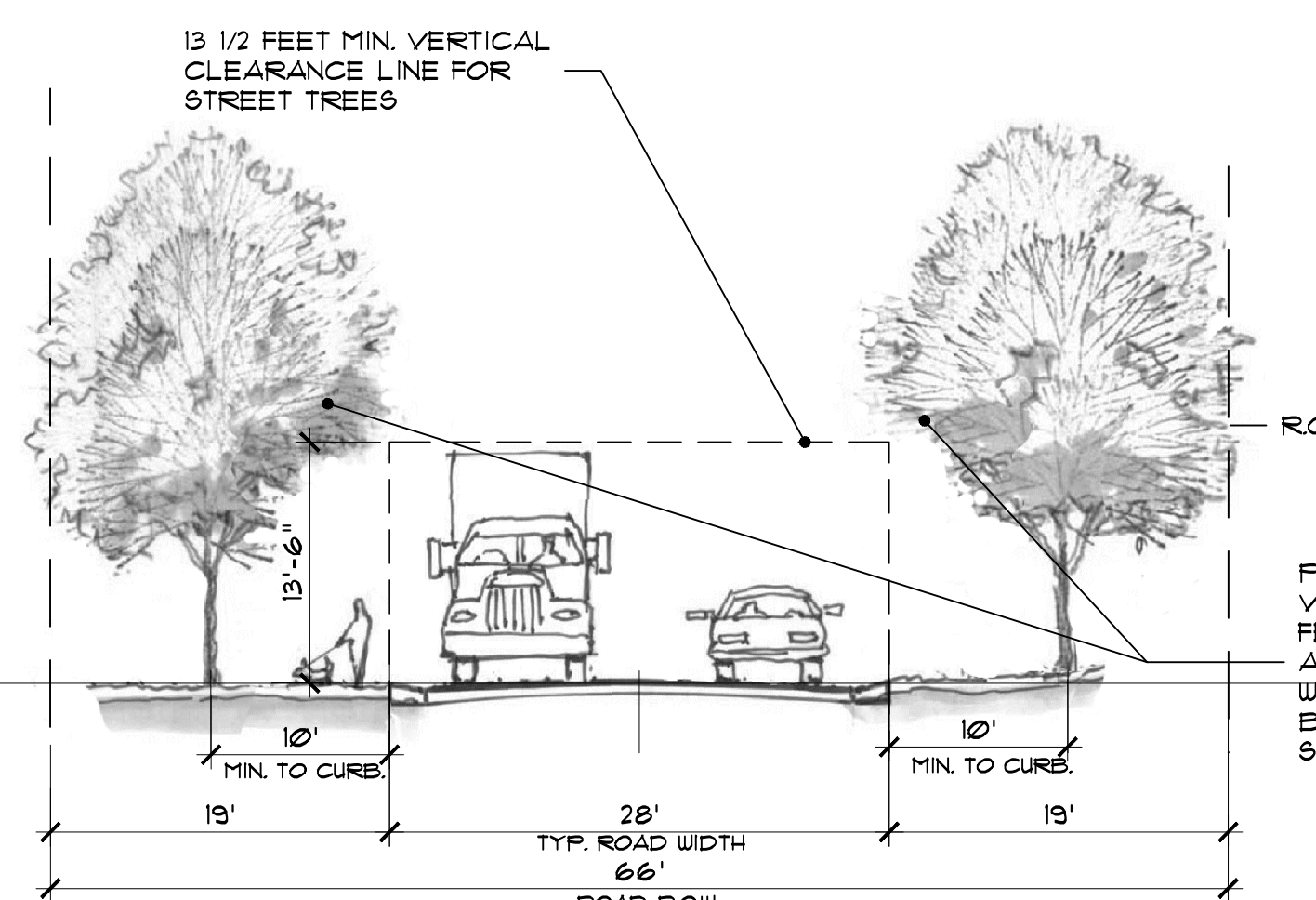
tree planting detail

no scale



key reference location map

NO SCALE

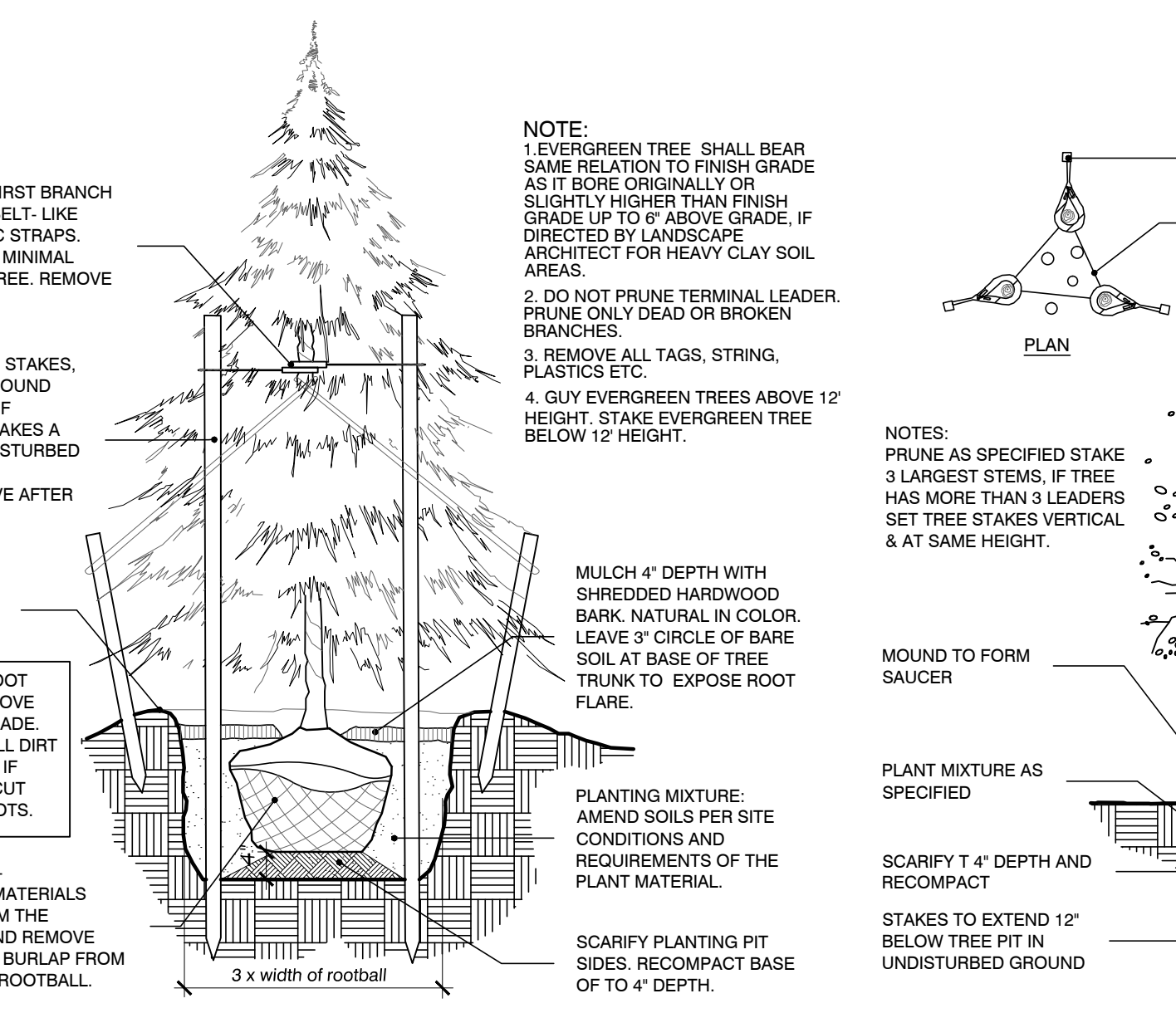


street tree planting detail

SCALE: 1" = 10'-0"

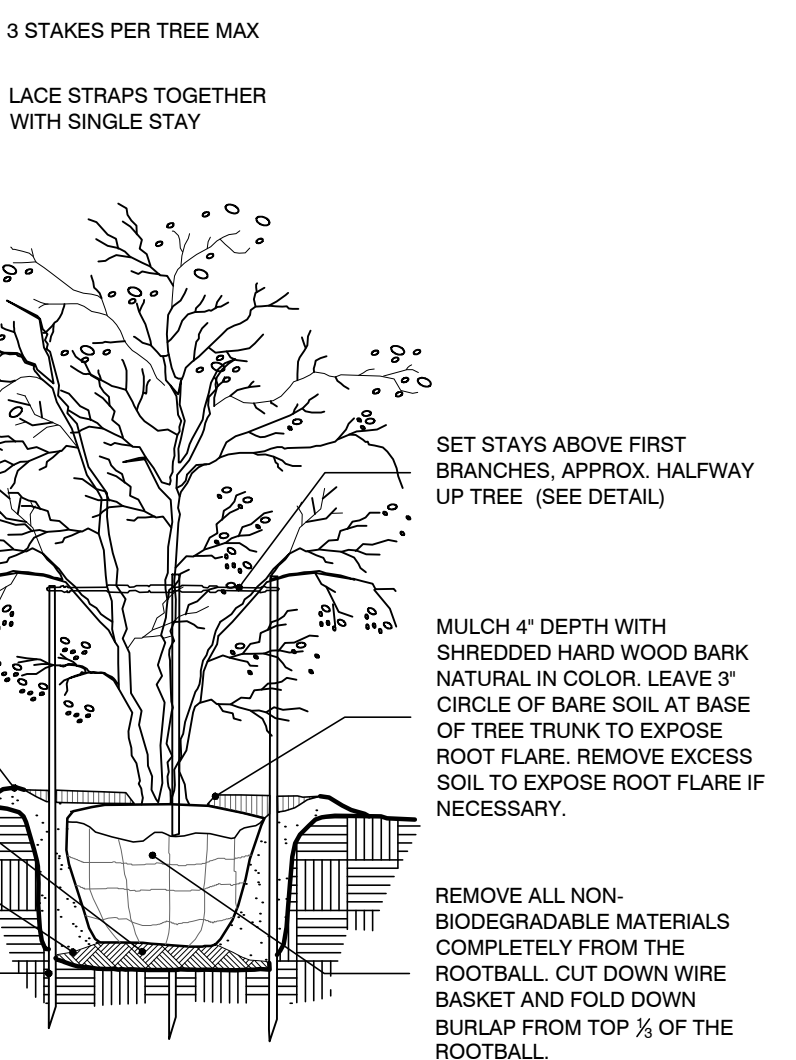
street trees note:

STREET TREES TO BE INSTALLED A MINIMUM 10' TO 12' FROM THE EDGE OF THE ROAD. NO STREET TREES TO BE INSTALLED OVER PROPOSED OR EXISTING UNDERGROUND UTILITY. ALL STREET TREES TO BE PRUNED AND MAINTAINED A MINIMUM VERTICAL CLEARANCE OF 13 1/2 FEET ALONG THE LENGTH OF ROAD WAY AS REQUIRED PER BRIGHTON AREA FIRE AUTHORITY STANDARDS AND REQUIREMENTS. SEE SHT. L5-5 FOR DETAILS.



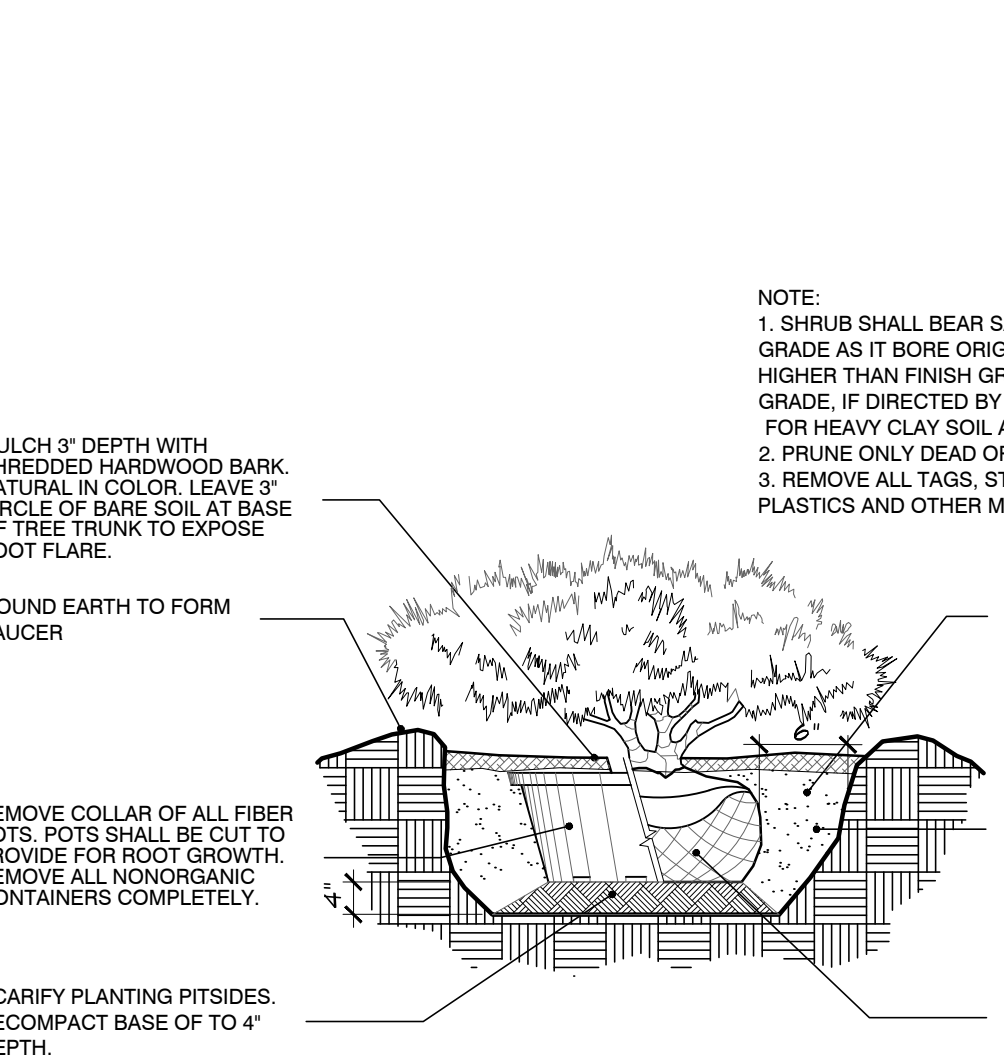
evergreen planting detail

no scale



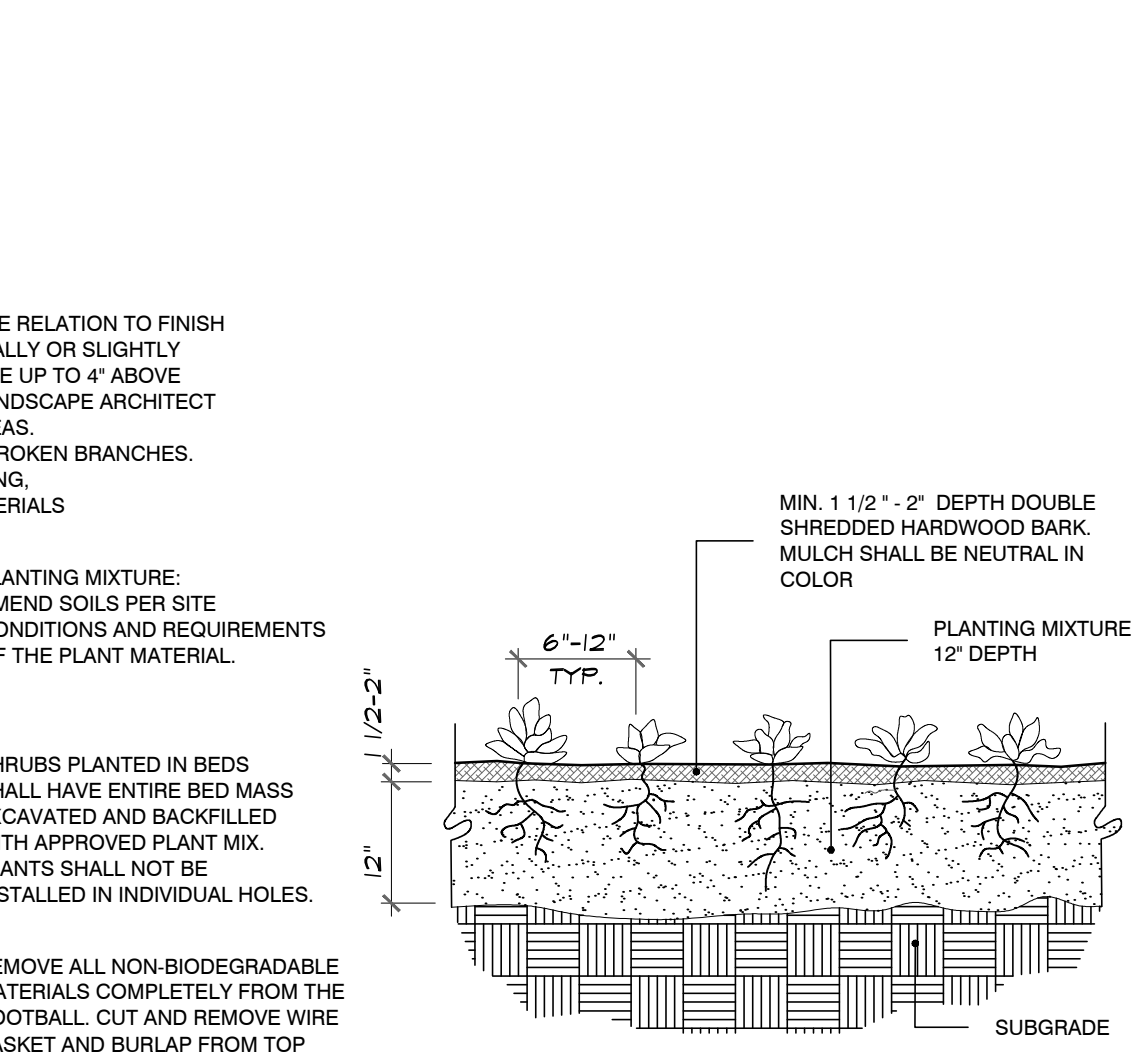
multi-stem tree planting detail

no scale



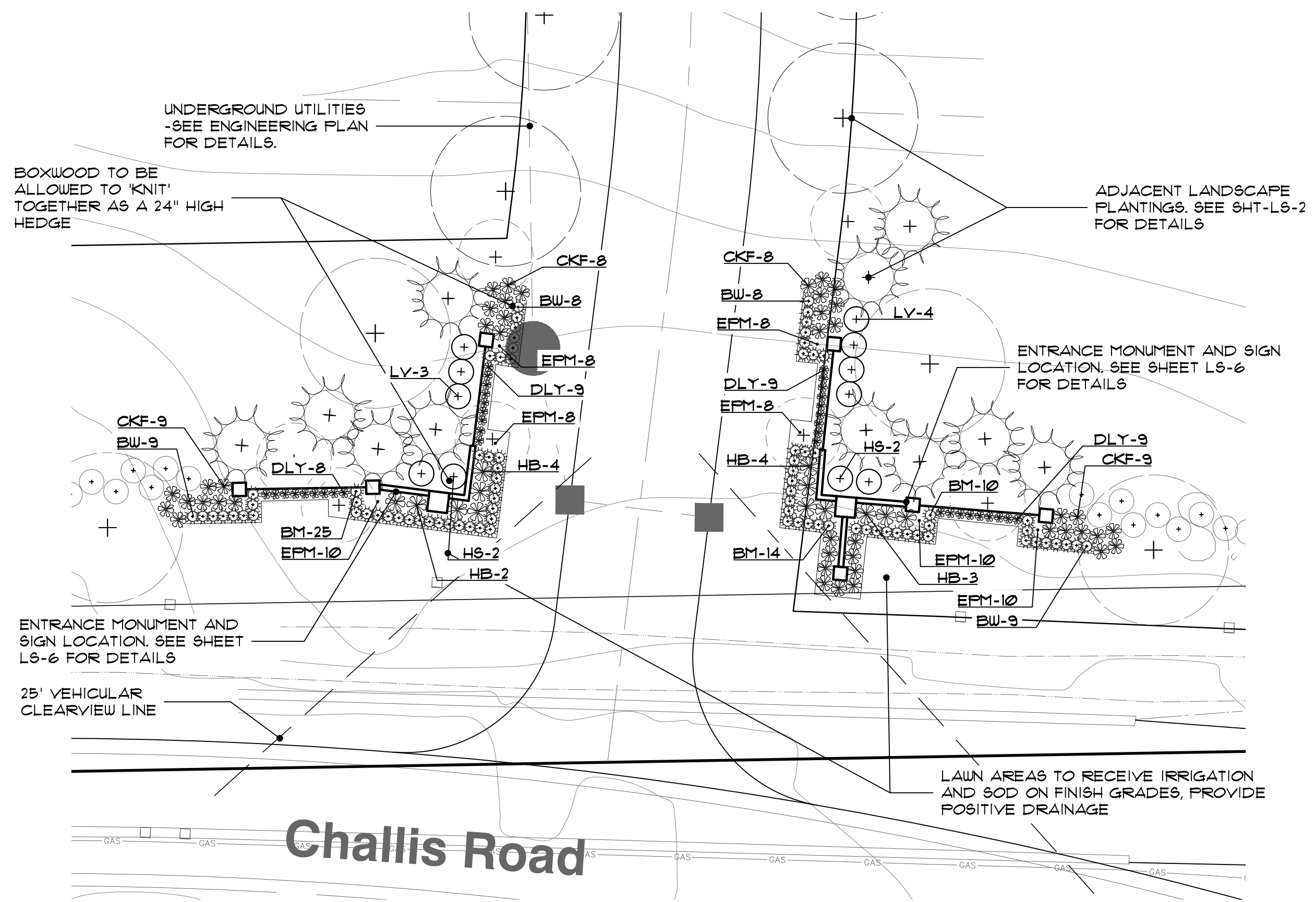
shrub planting detail

no scale



perennial planting detail

no scale



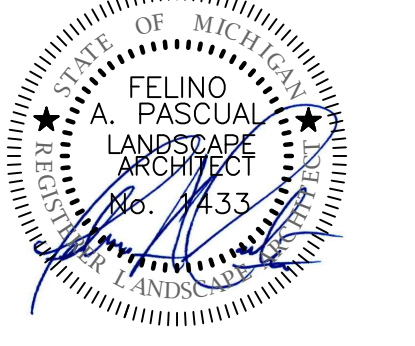
5A entrance landscape planting detail

SCALE: 1" = 20' - 0"

plant material list

key	quant. 5A	botanical name	common name	size	comments
SHRUBS					
BM	83	BUXUS 'GREEN VELVET'	GREEN VELVET BOXWOOD	18" CONT.	24" O.C. SPACING
HB	4	HIBISCUS SYRIACUS 'APHRODITE'	APHRODITE ROSE OF SHARON	36" CONT.	60" O.C. SPACING
LV	7	LIGUSTRUM X 'VICARYI'	GOLDEN VICARY PRIVET	36" CONT.	60" O.C. SPACING
HB	13	HYDRANGEA P. 'ILYOBO'	BOBO HYDRANGEA	30" CONT.	36" O.C. SPACING
PERENNIALS AND GRASSES					
CKF	34	CALAMAGROSTIS ACUTIFLORA 'KARL FOERSTER'	KARL FOERSTER FEATHER REED GRASS	3" CONT.	36" O.C. SPACING
EFM	62	ECHINACEA 'PIXIE MEADOWBRITE'	PIXIE MEADOWBRITE 'PURPLE CONEFLOWERS	4" CONT.	12" O.C. SPACING
DLY	36	HEMEROCALLIS 'HAPPY RETURNS'	HAPPY RETURNS DAYLILY	4" CONT.	18" O.C. SPACING

seal:



client:
LAUTREC
 31550 Northwestern Hwy. Suite 200
 Farmington Hills, Michigan 48334

project:
THE LEGACY HILLS

project location:
 Genoa Township, Michigan
 Challis Road & Bauer Road

sheet title:
LANDSCAPE MATERIAL LIST, PLANT DETAILS & NOTES

job no./issue/revision date:
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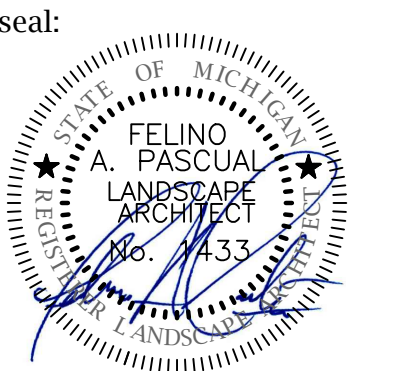
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project no:
LS24.083.08

sheet no:
LS-5 of 6



entry wall monument / pier/ signage / notes:

1. LOCATE AND STAKE ALL EXISTING AND PROPOSED UTILITIES PRIOR TO CONSTRUCTION. COORDINATE ANY ADJUSTMENTS WITH LANDSCAPE ARCHITECT.
2. ALL ENTRY WALL LIGHTING SHALL BE CONTROLLED WITH A "PHOTO-EYE" SWITCH. ALL LIGHTING SHALL BE SHIELDED FROM PUBLIC ROW'S AND ADJACENT PROPERTIES.
3. SEE LANDSCAPE PLAN FOR PROPOSED PLANTINGS ADJACENT TO PROPOSED ENTRY SIGN MONUMENT ON SHT. L5-5
4. VERIFY SOIL BEARING CAPACITY PRIOR TO ENTRY SIGN MONUMENT & PIER CONSTRUCTION. IF SOIL BEARING CAPACITY FALLS BELOW STANDARD REQUIREMENTS, CONSULT STRUCTURAL ENGINEER FOR RECOMMENDATION OF FINAL ENTRY MONUMENT & PIER FOOTING DESIGN.
5. SIGNAGE TEXT AND LOGO TO BE METAL PRISMATIC DIMENSIONAL LETTERS. PRIOR TO SIGN INSTALLATION, PERMITS TO BE OBTAINED PER GENOA TOWNSHIP REQUIREMENTS AND APPROVALS.
6. ALL INFORMATION CONTAINED HEREIN IS SUBJECT TO APPROVAL, AND PERMITS PERMITS TO BE OBTAINED PRIOR TO CONSTRUCTION.
7. FOOTINGS SHALL BEAR ON FIRM, UNDISTURBED SOIL WITH AN ASSUMED SAFE BEARING CAPACITY OF 2000 P.S.I. IF SOIL OF THIS CAPACITY IS NOT FOUND AT THE ELEVATIONS INDICATED, FOOTINGS SHALL BE ENLARGED OR LOWERED AT THE DIRECTION OF THE ARCHITECT. VERIFY FOUNDATION SOIL BEARING PRESSURE IN FIELD BY SOILS ENGINEER.
8. MINIMUM CONCRETE STRENGTH TO BE 3000 P.S.I. @ 28 DAYS, U.O.N. SLABS SHALL BE 3500 P.S.I. MIN. U.O.N. EXPOSED CONCRETE SHALL BE 4000 P.S.I. WITH 6% ± 1% ENTRAINED AIR U.O.N.
9. ALL CONCRETE WORK AND PLACEMENT SHALL CONFORM TO THE LATEST RECOMMENDATIONS OF A.C.I.
10. PROVIDE DOUELS INTO FOUNDATION TO MATCH SIZE AND SPACING OF VERTICAL REINFORCEMENT AT ALL WALLS, UNLESS OTHERWISE NOTED.
11. PROVIDE MINIMUM 3" CONCRETE COVER FOR REINFORCEMENT BARS BELOW GRADE AND MINIMUM 2" CONCRETE COVER FOR REINFORCEMENT BARS ABOVE GRADE.

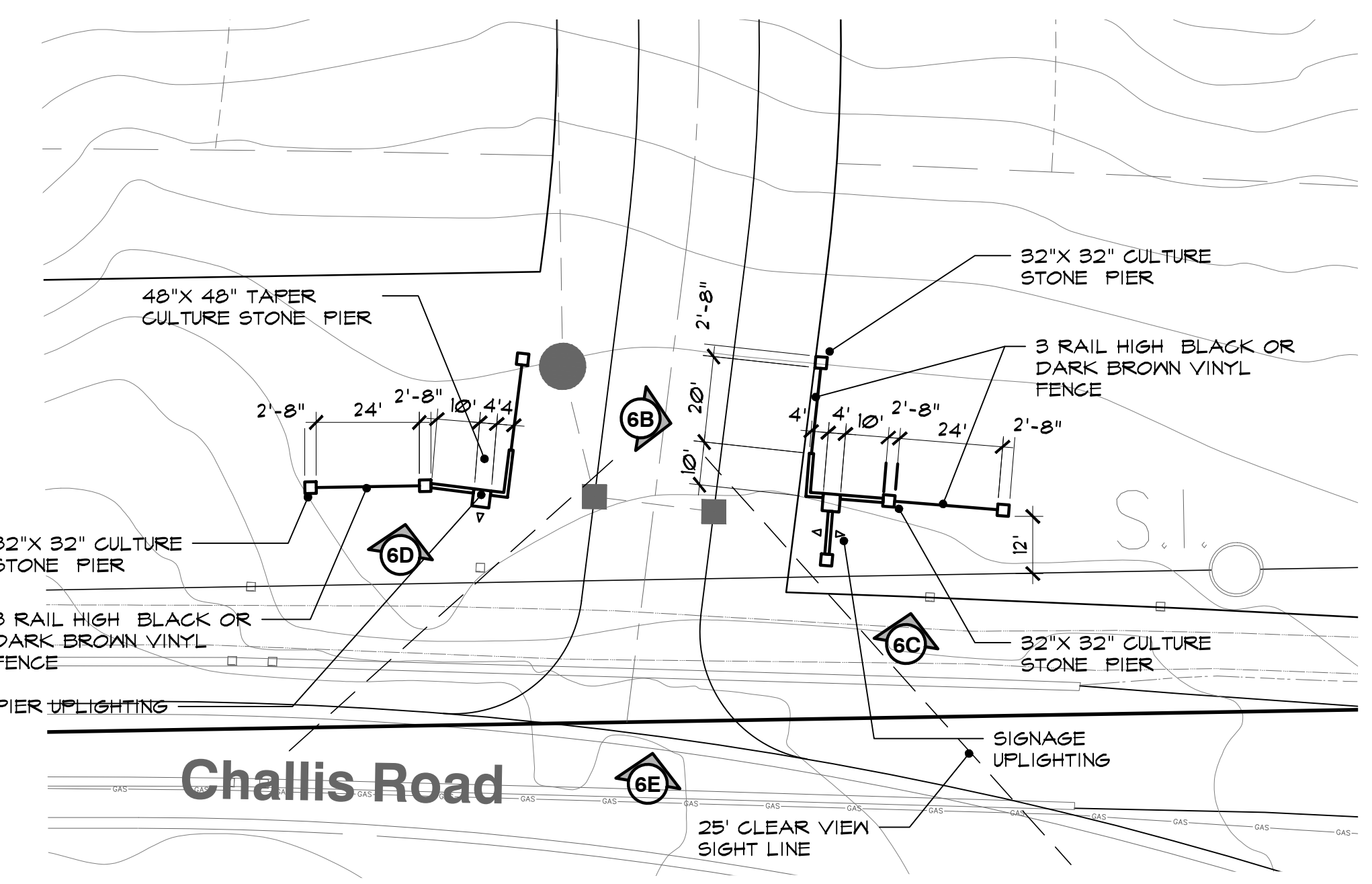


SIGNAGE UPLIGHTING MANUFACTURED BY HYDREL, MODEL NO. 4199, 20660 NORDHOFF STREET, SUITE B CHATSWORTH, CA 91311
 WEB SITE : WWW.HYDREL.COM
 PHONE: 866-533-9901
 FAX: 866-533-5291
 FINISH SELECTION : BRONZE

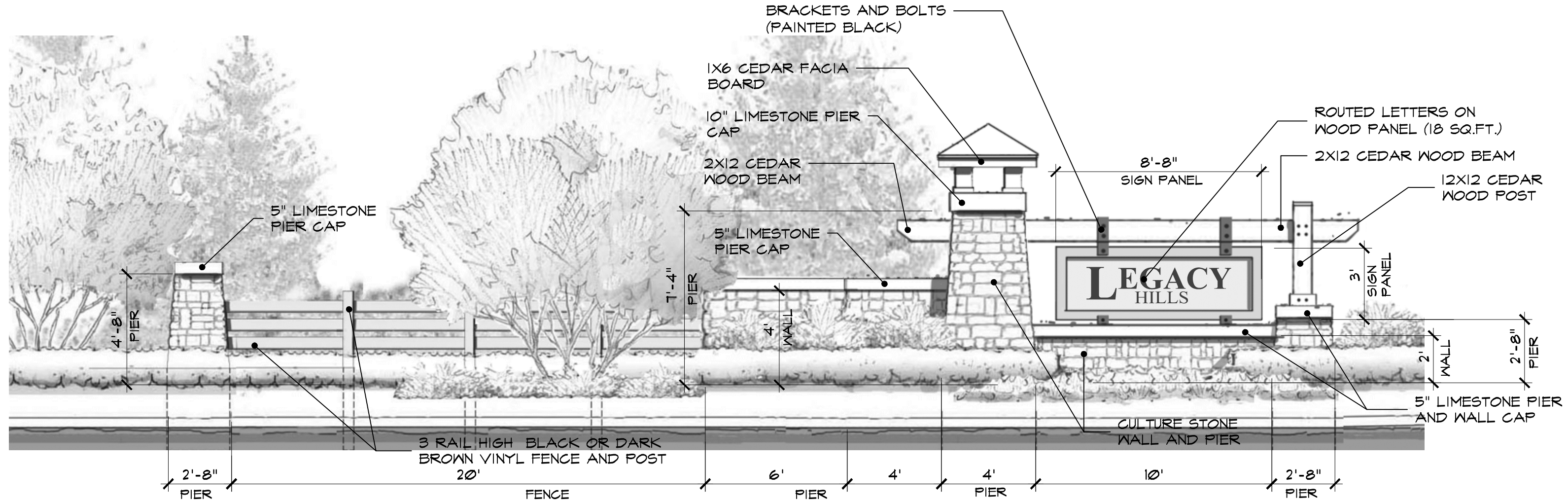
NOTE:
 LIGHT TO BE SHIELD FROM PUBLIC ROW AND LAMPS SHALL NOT BE VISIBLE FROM NORMAL VIEWING ANGLES

sign panel uplighting

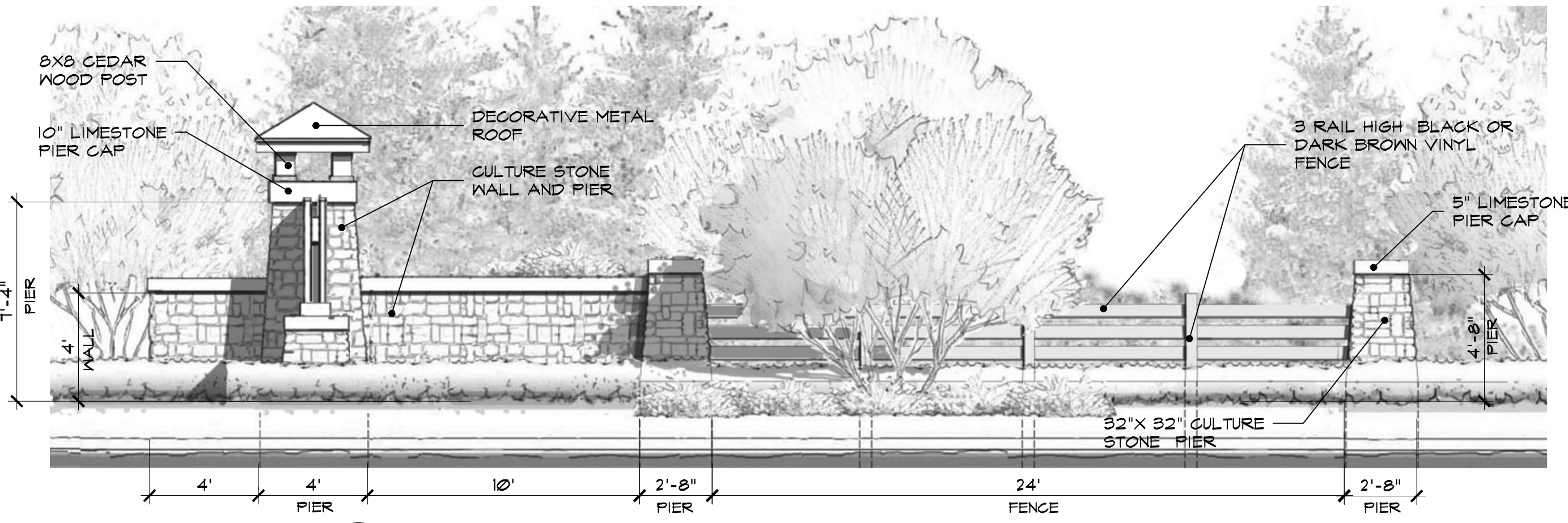
(2-CONDITIONS)



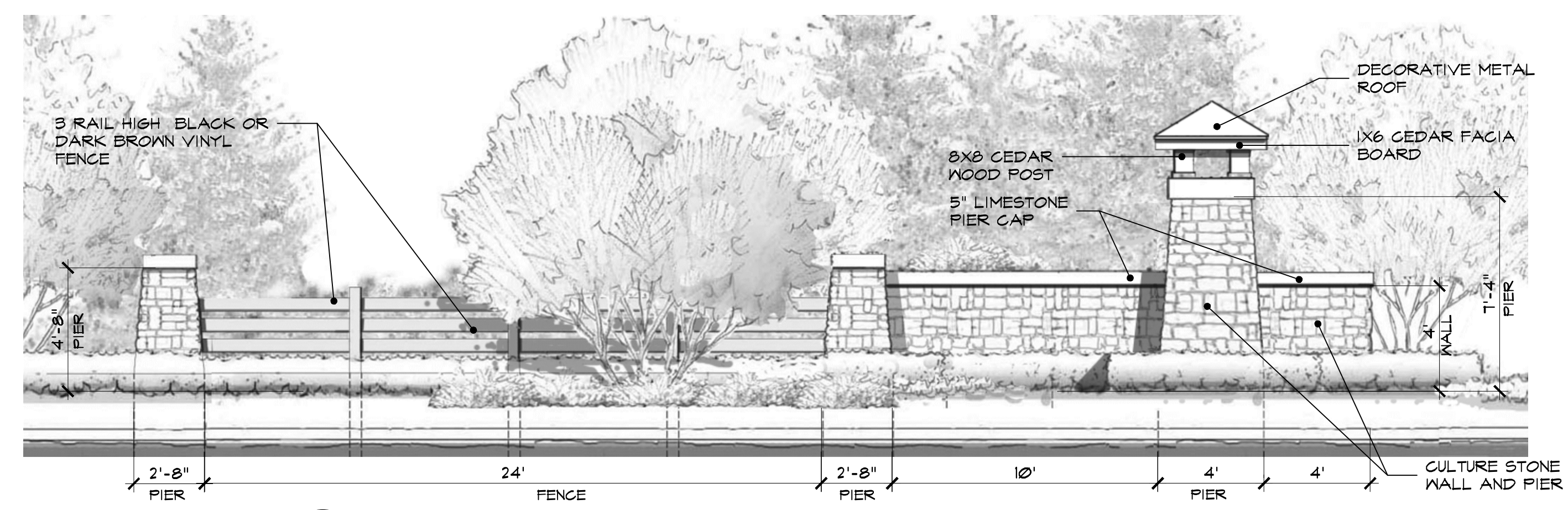
6A entry sign monument elevation
 SCALE: 1/4" = 1' - 0"



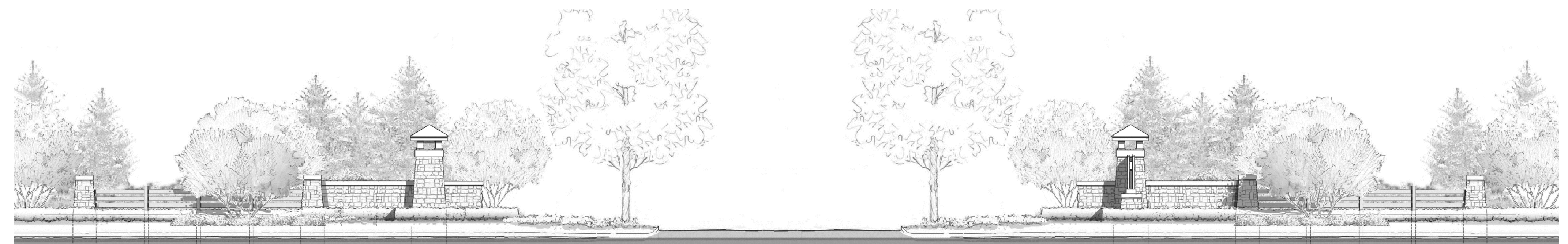
6B entry sign monument elevation
 SCALE: 1/4" = 1' - 0"



6C entry sign monument elevation
 SCALE: 1/4" = 1' - 0"



6D entry sign monument elevation
 SCALE: 1/4" = 1' - 0"



6E entry sign monument elevation
 SCALE: 1/4" = 1' - 0"

client:
LAUTREC
 31550
 Northwestern
 HWY. Suite 200
 Farmington Hills,
 Michigan 48334

project:
THE LEGACY HILLS

project location:
 Genoa Township,
 Michigan
 Challis Road & Bauer Road

sheet title:
 ENTRANCE SIGN MONUMENT

job no./issue/revision date:
 LS24.083.08 SPA 8-26-2024
 LS24.083.09 TWP. COMMENTS 9-26-2024

drawn by:
JP,
 checked by:
FP
 date:
8-20-2024

notice:
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 Do Not scale drawings. Use figured dimensions only



The location and elevations of existing underground utilities as shown on this drawing are only approximate. no guarantee is either expressed or implied as to the completeness of accuracy. contractor shall be exclusively responsible for determining the exact location and elevation prior to the start of construction

project no:
LS24.083.08