

SHEFFIELD

Final PUD Site Plan



**PLANNED UNIT DEVELOPMENT AGREEMENT
BETWEEN LOMBARDO ROCHESTER HILLS, LLC AND
THE CITY OF ROCHESTER HILLS**

This Planned Unit Development Agreement (“**Agreement**”) is made this ____ day of _____, 2006, by and between **Lombardo Rochester Hills LLC**, (“**Lombardo**”), whose address is 6303 26 Mile Road, Suite 200, Washington, Michigan 48094 and the **City of Rochester Hills**, a Michigan municipal corporation (“**City**”) whose address is 1000 Rochester Hills Drive, Rochester Hills, Michigan 48309.

RECITALS

A. Lombardo is one of many companies of Lombardo Companies, which have been developing and constructing high quality, enhanced value residential subdivisions, residential homes, and condominiums for more than 40 years in the metropolitan Detroit area.

B. The City owns certain real property located in Section 22 of the City of Rochester Hills, County of Oakland, State of Michigan, legally described on attached Exhibit A and identified by Tax Parcel Identification Number 70-15-22-226-016 (“**Meadowfield Drive Property**”), which property is surrounded by property uses such as a child care center, apartments, condominiums, and a shopping center.

C. The City also owns approximately 25 acres of undeveloped land off of Adams Road in Section 8 referred to as “Eugene S. Nowicki Park” (“**Nowicki Park**”), which the City wishes to expand.

D. In late 2004, Lombardo approached City officials about possibly exchanging certain real property that Lombardo was in a position to acquire located in Section 8 adjacent to Nowicki Park, legally described on attached Exhibit B and which is identified by Tax Parcel Identification Numbers 70-15-08-100-007 and 70-15-08-100-006 (collectively referred to as “**Adams Road Property**”) for the Meadowfield Drive Property, so that the City could expand Nowicki Park and Lombardo could develop a ranch style condominium development on the Meadowfield Drive Property comprised of high quality, high value condominium units that would be affordable and desirable for citizens to own and occupy within the City.

E. Following discussions with City officials, the City and Lombardo reached an agreement to exchange the Meadowfield Drive Property for the Adams Road Property which was incorporated into a written exchange agreement (“**Exchange Agreement**”), which the City Council approved on April 6, 2005, and the Mayor executed on April 25, 2005 on behalf of the City.

F. Under the terms of the Exchange Agreement, the City would obtain ownership of the Adams Road Property along with the sum of Three Hundred Seventy Five Thousand dollars (\$375,000.00) from Lombardo in exchange for the City conveying the Meadowfield Drive Property to Lombardo.

G. After the exchange set forth in the Exchange Agreement is consummated, the City could expand Nowicki Park and Lombardo will be able to develop a high quality ranch style residential condominium development (“**Meadowfield Development**”) that will help meet a housing need within the City.

H. On May 13, 2005, Lombardo submitted to the City preliminary site plan and elevations for the Meadowfield Development attached as Exhibit C, (“**Preliminary Plans**”) that the City reviewed and found to be generally acceptable, subject to final review and approval as part of the site plan review process.

I. The City has adopted a master land use plan (“**Master Plan**”) to guide the future development and redevelopment of property within the City, which includes, among other things, goals relating to meeting the future housing and recreation needs of the residents of the City.

J. The Master Plan recommends, among other goals, that the City encourage the development of a diverse range of housing to meet different demographic populations within the City, as well as acquire and develop additional parkland within the northwest quadrant of the City where the Adams Road Property is located.

K. Lombardo and the City believe that the exchange of the Meadowfield Drive Property for the Adams Road Property will be mutually beneficial to the City, Lombardo, and the citizens of the City.

L. Lombardo’s proposed development of the Meadowfield Drive Property with ranch style condominiums does not strictly comply with the restrictive uses permitted by the Zoning Ordinance with respect to properties zoned “Special Purpose” under the City of Rochester Hills Zoning Ordinance (“**Zoning Ordinance**”), making this development eligible to be reviewed and approved as a planned unit development (“**PUD**”) under the Planned Unit Development provisions of the Zoning Ordinance, proposed amended Sections 138-1001, *et. seq.*, of the Code of Ordinances of the City (referred to as the “**New PUD Ordinance**”), a copy of which is attached as Exhibit D.

M. The Exchange Agreement acknowledges that Lombardo will design and develop the Meadowfield Development as a PUD approved by the City Zoning Ordinance.

N. As requested by the City, Lombardo has prepared the Preliminary Plans to meet the requirements of the New PUD Ordinance and other applicable City Code and Ordinances standards, which revised plans are attached as Exhibit E (“**Final PUD Plan**”).

O. This Agreement and the Final PUD Plan comprise a PUD that satisfies the qualifying conditions of the New PUD Ordinance by (i) providing an innovative design of ranch style condominium housing within the community, (ii) developing a vacant parcel of property currently surrounded by developed apartments, condominiums, commercial buildings and uses, and a shopping center, (iii) achieving economy and efficiency in the use of land in developing a high quality, compact residential development within walking distance of these developed commercial uses, and (iv) by meeting the housing needs of a particular segment of the citizens of the City, specifically empty nesters and senior citizens, who will be ideal prospective purchasers of the ranch style condominium units in the Meadowfield Development, fulfilling in part, one of the continuing goals of the City Master Plan.

P. By consummating the Exchange Agreement transaction, the City will acquire the Adams Road Property, facilitating the expansion of parkland within the northwest quadrant, thereby fulfilling in part another of the continuing objectives of the City Master Plan.

Q. The PUD has undergone preliminary review by the Rochester Hills Planning Commission (“**Planning Commission**”) and City Council.

R. The Planning Commission, after giving proper notice, held a public hearing on December 20, 2005, at which the Final PUD Plan and this Agreement were considered, and comments and recommendations of the public were received and heard.

S. The City Council, at a meeting duly held on January 3, 2006, adopted a resolution approving the Final PUD Plan and this Agreement.

T. The PUD Ordinance requires the execution and recording of this Agreement in connection with the final approval of the PUD, setting forth the conditions upon which such approval is based.

U. The City desires to ensure that the Meadowfield Drive Property is developed and used in accordance with the approved Final PUD Plan and all applicable laws and regulations.

NOW THEREFORE, Lombardo and the City, in consideration of the mutual covenants, promises, and conditions described in this PUD Agreement, and with the express understanding that this Agreement contains important and essential terms as part of the final approval of the PUD, agree as follows:

1. **Incorporation of Recitals.** The parties acknowledge and represent that the foregoing recitals are true and accurate and binding upon the parties, and are incorporated into this Agreement.

2. **PUD Approval.**

a. The parties acknowledge and agree that the development of the Meadowfield Development has been granted final PUD approval by the City Council in accordance with the New PUD Ordinance, subject to the terms of this Agreement and final site plan review required by the Zoning Ordinance. Approval of the PUD includes approval of the Final PUD Plan and this Agreement and all Exhibits attached to this Agreement, which take precedence over and supersede any and all prior reports, agreements, plans and other submissions to and/or approvals by the City relative to the Meadowfield Development.

b. Lombardo's rights to develop the Meadowfield Drive Property as provided for in this Agreement and the Exhibits attached to this Agreement are fully vested upon the City's execution of this Agreement, subject only to Lombardo obtaining site plan approval from the Planning Commission. In the event that any part of this Agreement or the Final PUD Plan is inconsistent in any way with the City Code of Ordinances in existence as of the date of this Agreement (which for these purposes includes the New PUD Ordinance attached as Exhibit D) or any City Ordinance that is enacted at any future time, then this Agreement and the Final PUD Plan shall control. Notwithstanding the foregoing to the contrary, Lombardo shall have no obligation to further develop all or any portion of the Meadowfield Drive Property.

3. **Zoning.**

a. The parties acknowledge that the Meadowfield Drive Property is zoned "Special Purpose" pursuant to Section 138-931 *et. seq.* of the City's Zoning Ordinance, and that the use of the Meadowfield Drive Property by Lombardo for development of the Meadowfield Development of ranch style condominium units in close proximity to shopping, banking and other commercial services meets the spirit if not the literal requirements of the Special Purpose zoning classification by providing housing that will in all likelihood be attractive to empty nesters and senior citizens, which uses are similar to the permitted conditional use of housing for the elderly allowed Section 138-933(2) of the Zoning Ordinance.

b. The City grants conditional land use approval for the development of the Meadowfield Development generally in accordance with the Final PUD Plan for the one story condominium development comprised of no more than 15 buildings and 58 units, without any other use approval by the City being required. The parties further agree that development of the Meadowfield Development generally in accordance with the Final PUD Plan is permitted by the City, without any further review, recommendation and/or approval of the Planning Commission, City Council or any other person, board, committee or department of the City, except for final site plan review and approval by the Planning Commission. It has also been conclusively determined by the City that the development of the Meadowfield Development generally in accordance with the Final PUD Plan provides adequate protection to the neighborhood and to abutting properties.

c. No subsequent zoning or other action by the City shall impair the rights of Lombardo hereunder, and any further development of the Meadowfield Drive Property by Lombardo generally consistent with the Final PUD Plan that does not increase the density of the Meadowfield Drive Property shall be deemed to be a lawful, conforming use.

4. **Development Sequence.** The parties agree and acknowledge that the Final PUD Plan represents the current intent of Lombardo to develop the Meadowfield Drive Property, with the knowledge and market condition information possessed by Lombardo as of the present date. The parties acknowledge that housing market conditions may change over time, which could cause Lombardo to change his plans and or timing with respect to the development of the Meadowfield Development. The parties further acknowledge that the buildings and improvements as shown on the Final PUD Plan may be constructed, if at all, at different dates in the future, and that Lombardo may elect to develop such improvements in the order and at such times as it determines necessary and appropriate, in his discretion, if at all. Site improvements reasonably necessary or reasonably related to any particular building, including without limitation road improvements, storm drainage facilities, parking lots and/or structures, sidewalks and landscaping, will be made at the time of construction of such particular building, as determined through the site plan process.

5. **Inapplicability of Land Division Requirements.** The City acknowledges that Lombardo intends to develop the Meadowfield Drive Property as a condominium which will not require separate land division approval. The granting of approval of the Final PUD Plan under this Agreement and securing of final site plan approval shall be deemed to satisfy any additional requirements under the Zoning Ordinance or City Code relating to development of condominiums.

6. **General Requirements of the Condominium Development.** Lombardo agrees that the Meadowfield Development will be developed with the following requirements:

- a. The development shall be a residential condominium comprised of one story ranch style residences.
- b. All units shall have a minimum living area of 1410 square feet per unit.
- c. All units shall have attached 2 car garages.
- d. All units shall have brick on all four sides.
- e. A five foot (5') wide concrete sidewalk shall be installed (i) within the right of way of Meadowfield Drive adjacent to the south property line of the Meadowfield Drive Property, (ii) within the right of way of Meadowfield Drive along the adjacent day care center property, and (iii) on the east side of the private street providing access from Meadowfield Drive into the Meadowfield Drive Property.
- f. There will be a maximum of 15 buildings.
- g. There shall be a maximum of 58 units.
- h. The development shall have a paved private road, with a maintenance agreement approved by the City (either as part of the Master Deed or in a separate document meeting City requirements).

i. All buildings will be located at least thirty feet (30') from any perimeter property line, and at least fifteen feet (15') from any other building where the buildings are corner to corner, and at least twenty four feet (24') where the buildings are face to face.

j. Lombardo shall install landscape screening between the Meadowfield Development and adjacent uses as set forth on the Landscape Screening Plan prepared by Atwell Hicks dated June 10, 2005, last revised December 12, 2005, attached as Exhibit F, which includes a twenty foot (20') landscape buffer not required by the Zoning Ordinance between the Meadowfield Development and the B-3 and B-2 commercial uses. City agrees to waive the requirement of Type B screening between the Meadowfield Development and the adjacent RM-1 multi-family development. The twenty foot (20') landscape buffer installed by Lombardo shall be maintained by the condominium development (either as part of the Master Deed or in a separate document meeting City requirements).

k. The development shall comply with the Tree Conservation and Wetland Regulations of the City Code.

l. A storm detention basin meeting City requirements will be installed by Lombardo, and maintained by the condominium development in accordance with maintenance provisions satisfactory to the City (either a part of the Master Deed or in a separate document meeting City requirements).

m. Any identification signage shall comply with applicable City Codes and be maintained by the condominium development (either as part of the Master Deed or in a separate document meeting City requirements).

n. The Master Deed shall contain architectural control standards and building and use restrictions satisfactory to the City, in substantial conformance with those attached as Exhibit G.

o. The length of the dead end cul-de-sac will exceed the City maximum length of six hundred feet (600') by approximately two hundred sixty-eight feet (268').

7. **Setbacks.** The City by this Agreement modifies the minimum setback of fifty feet (50') to thirty feet (30') along the entire perimeter of the Meadowfield Drive Property. Lombardo agrees to maintain a minimum setback between buildings of fifteen feet (15') when the buildings are corner to corner or of twenty four feet (24') when the buildings are face to face.

8. **Landscaping.** Lombardo agrees to install a substantial amount of landscaping within the Meadowfield Development in substantial conformance with the Landscape Plan prepared by Atwell Hicks dated June 10, 2005, last revised December 12, 2005, attached as Exhibit H. Lombardo and/or the condominium development shall have the right to exceed the landscaping set forth on the attached plan, or substitute comparable landscaping in the event a particular species is not commercially available with obtaining further approval from the City.

9. **Cul-de-sac Length.** The City by this Agreement modifies the maximum cul-de-sac length of a street from six hundred feet (600') to the length of the private street shown on the final PUD, approximately eight hundred sixty-eight feet (868').

10. **Open Space.** The Meadowfield Development has preserved 4.25 acres (or 44% of the site) as open space. Lombardo or the condominium development shall not construct any permanent buildings or structures with the open space area without the prior written permission of the City.

11. **Wetland and Storm Drainage Requirements.**

a. *Wetlands* Lombardo shall comply with any applicable requirements of the City Code or of the Michigan Department of Environmental Quality (“MDEQ”) relating to wetlands.

b. *Storm Detention Basin* Lombardo agrees to construct a storm detention basin in the location approved by the City in accordance with requirements of the City Engineer. Lombardo shall maintain the storm detention basin in compliance with applicable standards until the condominium association is turned over to unit owners, at which time the condominium association shall be responsible for such maintenance. There shall be a maintenance agreement set forth in the Master Deed or in a separate document satisfactory to the City.

c. *Fencing of Storm Detention Basin* If the storm detention basin required for the development cannot be reasonably designed and constructed in the area of the site set aside by Lombardo for such detention basin, with a slope of 1:6 or flatter, Lombardo agrees to install a fence around the storm detention basin in accordance with current City requirements.

12. **Tree Conservation.** Lombardo agrees to comply with the provisions of the City’s Tree Conservation Ordinance, Section 126-261 *et. seq.* of the City Code of Ordinances (“**Tree Conservation Ordinance**”).

13. **Parking.** The City acknowledges that the Final PUD Plan provides parking in excess of the number of parking spaces required by the Zoning Ordinance and City Code.

14. **Minor Modifications.** The Meadowfield Development may be developed over a period of time during which there may arise a need to make minor changes to the Final PUD Plan. Changes to the Final PUD Plan determined by the City Planner to be minor shall be reviewed and approved by City Staff. The following are examples only of minor changes that may be approved by City Staff, and are not an exclusive list: (a) reduction in the footprint or height of any building; (b) an increase in the footprint of any building of no more than fifteen percent (15%) of the size of the building footprint as indicated on the Final PUD Plan, provided that the increase in the footprints of all buildings as shown on the Final PUD Plan are not increased by more than ten percent (10%) in the aggregate; (c) relocations of any building such that the relocation is in the general vicinity of the footprint of such building as shown on the Final PUD Plan; and (d) internal rearrangement of parking areas, roads, sidewalks, storm

drainage facilities and other utilities. Any modification sought by Lombardo that exceeds the authority granted to City Staff in this Section, in the judgment of City Staff, shall be submitted to the Planning Commission for review and approval, with Lombardo having the right to appeal the Planning Commission's determination to City Council.

15. **Site Plan Review.** Site plan review for all improvements to be constructed on the Meadowfield Drive Property or the addition to or modification of any buildings or improvements shall be submitted to the Planning Commission for review pursuant to the normal process set forth in the Zoning Ordinance. Lombardo shall have the right to appeal the Planning Commission's determination to City Council. Any site plan submitted by Lombardo shall comply with all applicable fire department, engineering and floodplain rules, regulations and design standards of the City and shall demonstrate that sufficient storm drainage and sanitary sewer capacity exists. The City and Lombardo agree to work together in good faith with respect to the foregoing requirements so as to both accommodate the policies of the City and implement the intent of the Final PUD Plan and PUD Agreement.

16. **Building Permits.** The procedure for the City to review plans and construction drawings for clearing, grading, utilities, landscaping, building and related approvals and permits requested by Lombardo for the construction of any improvement on the Meadowfield Drive Property, shall be performed as follows:

a. The City shall review and approve construction drawings and plans submitted by Lombardo to the City for review and issue the required land improvement permits, building permits and other permits and approvals in an expedient manner, provided that said plans and drawings comply with the Final PUD Plan, this Agreement, and the City's rules and design standards to the extent such rules and design standards are not inconsistent with the Final PUD Plan or this Agreement, otherwise this Agreement and the Final PUD Plan shall control.

b. The City shall, in an expedient manner after City review and approval, promptly and diligently transmit to appropriate agencies the plans for water, and sanitary sewer for permit processing. Once Lombardo has obtained all pertinent approvals and permits and a pre-construction meeting is held with the City, Lombardo may commence construction of the public utilities.

c. It is the intent of the parties that review comments for resubmission shall be made by the City and its planning and engineering departments within two (2) weeks after submission of all documents normally required. Any review required pursuant to this Agreement by the Planning Commission or City Council shall be placed on the next available agenda of the Planning Commission or City Council after review is completed by the City Staff.

d. So long as Lombardo is acting with due diligence, makes an initial submission of "as built" plans for site improvements completed at the time of submission, and Lombardo's escrow account with the City for the payment of review and inspection fees is current, the City shall not deny Lombardo the right for temporary occupancy permits for the reasons that improvements are not completed, if such do not relate to health or safety concerns such as lack of watermains, sanitary sewers, or access.

e. The City agrees to cooperate with and support requests by Lombardo to any governmental agency or authority with jurisdiction over the Meadowfield Development, for permits, approvals or consents to facilitate the development and construction of the Meadowfield Development generally in accordance with this Agreement and the Final PUD Plan. The City agrees to execute and deliver letters of support that may be reasonably requested by Lombardo for such permits, approvals or consents, and to cooperate with Lombardo by having the applicable city staff or consultants communicate such support to such governmental agency or authority.

17. **Consents/Approvals.** Whenever the consent, approval or permit issuance of the City Council, Planning Commission or any City commission, department, staff, attorney or representative is required, such consent, approval or permit issuance shall not be unreasonably delayed, conditioned or withheld.

18. **Sale of Property.** Lombardo shall have the right to sell, transfer, assign and/or mortgage all or any portion of the Meadowfield Drive Property, including any completed condominium units. In the event all or any portion of the Meadowfield Drive Property changes ownership or control prior to completion of the condominium development, the terms and conditions of this Agreement shall be binding on any successor owner of all or any portion of the Meadowfield Drive Property. In the event the Meadowfield Drive Property, or any part, is transferred so that the Meadowfield Drive Property, in its entirety, is owned by more than one person or entity, any breach of this Agreement or violation of any applicable provision of the City Code of Ordinances occurring on any part of the Meadowfield Drive Property will be the sole responsibility and liability of the person or entity who or which owns that part of the Meadowfield Drive Property on which the breach or violation occurs and will have no effect whatsoever on the other portions of the Meadowfield Drive Property or the owners of such other portions. The City acknowledges and represents that this Agreement may be relied upon for the future land use and development of the Meadowfield Drive Property by Lombardo and its successors, assigns, and transferees. Lombardo agrees that the Property shall be used only as set forth in this Agreement and the Final PUD Plan.

19. **Zoning Board of Appeals.** The Zoning Board of Appeals shall have the authority to hear and decide appeals by Lombardo for variances from the Zoning Ordinance. However, the Zoning Board of Appeals shall not have the authority to change conditions, or make interpretations or amendments to the PUD Agreement or the PUD Final Plan or written conditions, which rights are reserved to the City Council.

20. **Integration/Amendments.** This Agreement and its Exhibits set forth the entire agreement between the parties relative to the subject matter hereof. No prior or contemporaneous oral or written representations, statements, promises, agreements or undertakings made by either party or agent of either party that are not contained in this Agreement shall be valid or binding. This Agreement may not be amended except in writing signed by the parties and recorded in the same manner as this Agreement. Amendments to the Final PUD Plan may be submitted by Lombardo for review and recommendation by the Planning Commission and approval by City Council. Remedial amendments to correct errors and omissions may be approved and executed by the Mayor so long as they are consistent with the spirit and intent of this Agreement, in the Mayor's reasonable judgment.

21. **Severability.** It is understood and agreed by the parties that if any part, term or provision of this Agreement is finally held by the courts to be illegal or in conflict with any statute, ordinance, rule, regulation or other applicable law, the validity of the remaining portions or provisions of this Agreement shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term or provision held to be invalid.

22. **Governing Law.** This Agreement shall be governed by the laws of the State of Michigan, both as to interpretation and performance. Any and all suits for any and every breach of this Agreement may be instituted and maintained in any court of competent jurisdiction in the County of Oakland, State of Michigan.

23. **Waiver.** No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach.

24. **Remedies.** In the event that a party believes that the other party is not acting reasonably or in conformity with this Agreement, then the aggrieved party may petition the Oakland County Circuit Court to resolve such dispute and the parties shall make themselves immediately available for a hearing on a date to be set by the Court. In the event that the Court finds that party has not acted in good faith or in conformity with this Agreement, then the Court may order reasonable costs and attorney fees incurred to the prevailing party. All remedies afforded in this Agreement shall be taken and construed as cumulative, that is, in addition to every other remedy provided by law.

25. **Inconsistency.** To the extent that the Agreement and/or its Exhibits conflict with City Ordinance requirements, the terms of this Agreement and its Exhibits will control. Any clerical errors or mistakes in this Agreement or its Exhibits may be corrected by any of the parties, and all parties agree to cooperate in making such corrections in order to effectuate the intent of the parties in entering into this Agreement. In all events any reference to the City Code of Ordinances shall mean the existing Ordinances of the City at time of execution of this Agreement, with the exception of the PUD Ordinance, which shall mean the New PUD Ordinance provisions attached as Exhibit D.

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

27. **Limitation of City's Liability.** This PUD is a private undertaking, and the parties understand and agree that: (a) this PUD is private development; (b) the City has no interest or responsibilities for or duty to third parties concerning any improvements on the Meadowfield Drive Property except and only until such time that the City accepts any public improvements pursuant to this Agreement and the Final PUD Plan; (c) Lombardo shall have full and exclusive control of the Meadowfield Drive Property subject to the limitations and obligations of Lombardo under this Agreement; and (d) the contractual relationship between the City and Lombardo is such that Lombardo is an independent contractor and not an agent, partner or joint venturer of or with the City.

28. **Public Benefit.** The City and Lombardo acknowledge that there are the following substantial benefits which are derived from development of the Meadowfield Drive Property as a PUD:

a. A vacant parcel of Special Purpose property with limited development potential will be developed with attractive, one story ranch style condominium units that will meet a housing need within the community.

b. The residences that will be constructed will be within walking distance of an existing shopping center, with retail stores and service uses.

c. Lombardo will take a parcel of land that generates no tax revenue and put it to productive tax, generating tax revenue to the City while eliminating current upkeep and maintenance obligations of the City.

d. The City will be able to obtain an additional ten (10) acres of parkland contiguous to the existing Nowicki Park to serve the northwest quadrant without the expenditure of public funds.

e. The City will receive an additional \$375,000.00 in cash as part of the Exchange Agreement.

f. The acquisition of additional parkland and the construction of innovative housing help accomplish two distinct objectives of the Master Plan.

29. **Binding Effect.** This Agreement shall not be effective until the effective date of the City's Ordinance rezoning the Property to PUD, or until the Agreement is recorded in the office of the Oakland County Register of Deeds and a certified copy of the recorded Agreement has been delivered to the City, whichever occurs later. This Agreement shall run with the land and bind the parties, their heirs, successors, and assigns. It is also understood that the members of the City Council and/or the City Administration and/or its departments may change, but the City shall nonetheless remain bound by this Agreement.

This Agreement has been executed on the dates set forth below.

LOMBARDO:

Lombardo Rochester Hills LLC
a Michigan limited liability company

By: Lombardo Management, Inc.,
a Michigan corporation
Its: Manager

By: _____
Anthony F. Lombardo
Its: President

STATE OF MICHIGAN)
)ss
COUNTY OF MACOMB)

The foregoing was acknowledged before me on _____ 2006, by Anthony F. Lombardo, President of Lombardo Management, Inc., a Michigan corporation, Manager of Lombardo Rochester Hills LLC, a Michigan limited liability company, on behalf of the company.

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

CITY:

CITY OF ROCHESTER HILLS, a Michigan municipal corporation

By: _____
Pat Somerville
Its: Mayor

and

By: _____
Jane Leslie
Its: City Clerk

STATE OF MICHIGAN)
)ss
COUNTY OF OAKLAND)

The foregoing was acknowledged before me on _____ 2006, by Pat Somerville and Jane Leslie, Mayor and City Clerk respectively of the City of Rochester Hills, a Michigan municipal corporation, on behalf of the corporation.

_____, Notary Public

Acting in _____ County, Michigan
My Commission expires: _____

Prepared by and when
recorded return to:

Lawrence M. Scott, Esq.
O'Reilly Rancilio P.C.
12900 Hall Road, Suite 350
Sterling Heights, Michigan 48313

INDEX OF EXHIBITS

- Exhibit A Legal Description of Meadowfield Drive Property
- Exhibit B Legal Description of Adams Road Property
- Exhibit C Preliminary PUD Site Plan and Elevations
- Exhibit D New PUD Ordinance Provisions
- Exhibit E Final PUD Plans including Elevations
- Exhibit F Screening Plan
- Exhibit G Proposed Building and Use Restrictions
- Exhibit H Landscape Plan

EXHIBIT A
Legal Description of Meadowfield Drive Property

Land located in the City of Rochester Hills, County of Oakland, State of Michigan:

T3N, R11E, SEC 22 PART OF NE 1/4 BEG AT PT DIST N 87-19-12 E 915.46 FT & S 02-34-56 E 810 FT FROM N 1/4 COR, TH N 87-19-12 E 500 FT, TH S 02-34-56 E 627.34 FT, TH S 87-00-55 W 140 FT, TH S 02-34-56 E 280 FT, TH S 87-00-55 W 150.89 FT, TH ALG CURVE TO LEFT, RAD 698.56 FT, CHORD BEARS S 78-17-45 W 211.80 FT, DIST OF 212.62 FT, TH N 02-34-56 W 942.10 FT TO BEG 9.58 AL. 9045 P. 240 & 241

Tax Identification No. 15-22-226-016

EXHIBIT B
Legal Description of Adams Road Property

Land located in the City of Rochester Hills, County of Oakland, State of Michigan:

The South 5 Acres of the North 20.79 Acres of the West 1087.90 feet of the Northwest ¼ of Section 8, Town 3 North, Range 11 East, City of Rochester Hills, Oakland County, Michigan. Being more particularly described as commencing at the Northwest corner of said Section 8; thence South 01°58'24" West 632.20 feet along the West line of said Section 8, to the point of beginning; thence proceeding South 01°58'24" West 200.18 feet along the West line of said Section 8 to a point; thence South 87°56'24" East 1087.90 feet to a point on the West line of "Shadow Woods Subdivision No. 2", a plat recorded in Liber 163 of Plats, on Pages 13 thru 16, of Oakland County Records; thence North 01°58'24" East 200.18 feet along the West line of said "Shadow Woods Subdivision No. 2", to a point; thence North 87°56'24" West 1087.90 feet to the point of beginning. Containing 5.000 Acres (Gross Area).

Commonly known as 854 N. Adams Road
Tax Identification No. 15-08-100-006

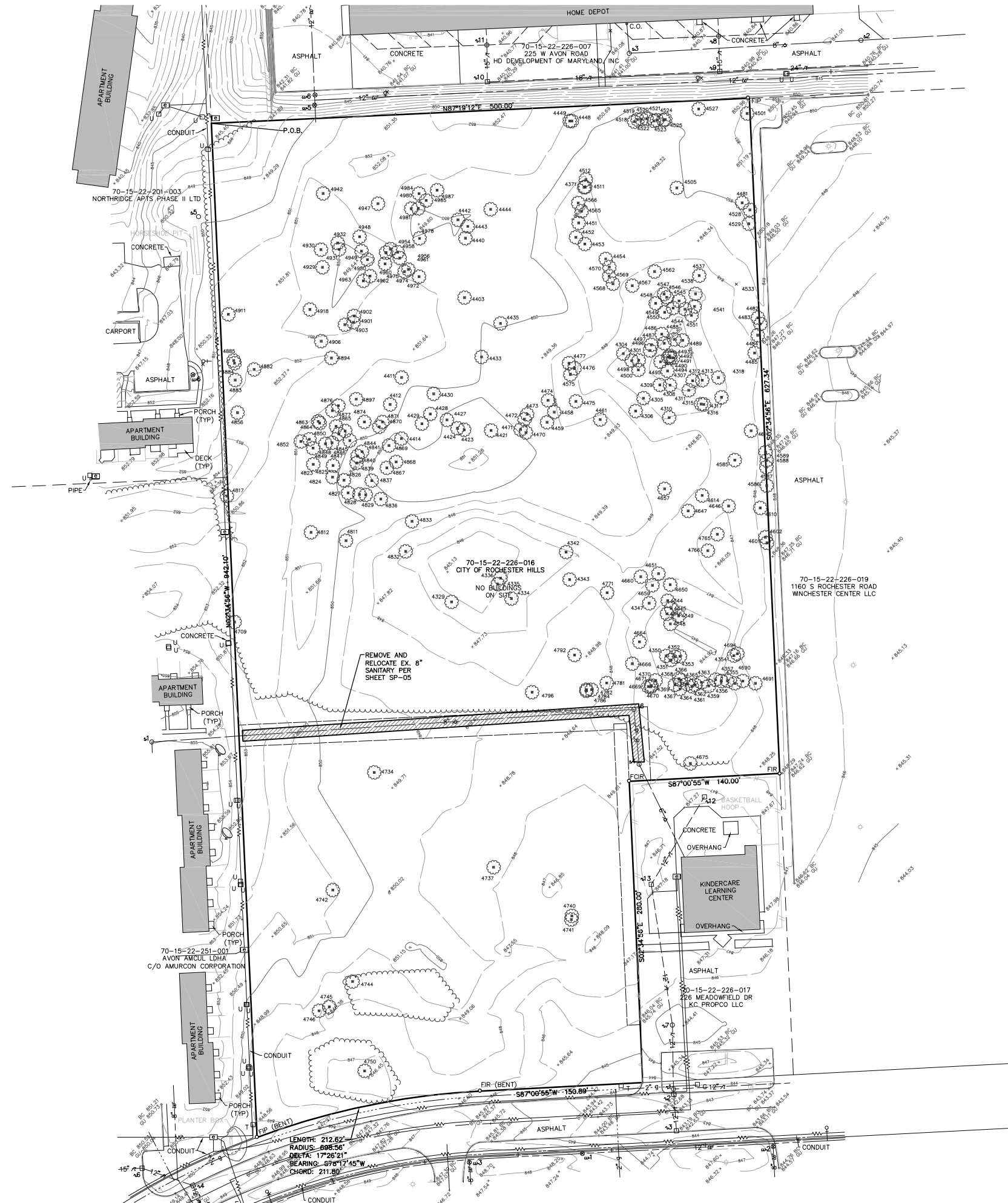
The South 5 Acres of the North 25.79 Acres of the West 1087.90 feet of the Northwest ¼ of Section 8, Town 3 North, Range 11 East, City of Rochester Hills, Oakland County, Michigan.

Commonly known as 820 N. Adams Road
Tax Identification No. 15-08-100-007

EXHIBIT C
Preliminary PUD Site Plan and Elevations

LEGEND

	EXIST. CONTOUR
	EXIST. STORM SEWER
	EXIST. MANHOLE
	EXIST. CATCH BASIN/INLET
	EXIST. SANITARY SEWER
	EXIST. CLEANOUT
	EXIST. WATER MAIN
	EXIST. HYDRANT
	EXIST. POST INDICATOR VALVE
	EXIST. SHUTOFF OR CURB BOX
	EXIST. GATE VALVE IN BOX
	EXIST. GATE VALVE IN MANHOLE
	EXIST. OVERHEAD ELECTRIC
	EXIST. UNDERGROUND ELECTRIC
	EXIST. LIGHT POLE
	EXIST. UTILITY POLE
	GUY WIRE
	EXIST. OVERHEAD TELEPHONE
	EXIST. UNDERGROUND TELEPHONE
	EXIST. GAS
	EXIST. GAS RISER
	EXIST. AMERITEC RISER
	EXIST. AMERITEC UNDERGROUND
	EXIST. CURB AND GUTTER
	EDGE OF WETLAND
	EXISTING FENCE
	CENTERLINE
	EXIST. SIGN
	FINISH FLOOR ELEV.
	SECTION CORNER
	CONTROL POINT
	FOUND IRON PIPE
	SET IRON PIPE
	EXIST. DECIDUOUS TREE
	EXIST. CONIFEROUS TREE
	EXIST. TREE OR BRUSH LIMIT
	LIMITS OF REMOVAL



LEGAL DESCRIPTION PER THE PHILIP F. GRECO TITLE COMPANY COMMITMENT NO: 63-54115

Situated in the City of Rochester Hills, Oakland County, Michigan, described as:

Part of the Northeast 1/4 of Section 22, Town 3 North, Range 11 East, Avon Township, now City of Rochester Hills, Oakland County, Michigan, described as follows: Beginning at a point, said point being N87°19'12"E 915.46 feet along the North line of said Section 22 and S2°34'56"E 810.00 feet from the North 1/4 corner of said Section 22; thence from said point of beginning N87°19'12"E 500.00 feet; thence S2°34'56"E 627.34 feet; thence S87°00'55"W 140.00 feet; thence S2°34'56"E 280.00 feet; thence S87°00'55"W 150.89 feet; thence 212.62 feet along the arc of a curve to the left, radius 698.56 feet, central angle 17°26'21", chord length 211.80 feet and a chord bearing of S78°17'45"W; thence N2°34'56"W 942.10 feet to the point of beginning.



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 AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

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

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SECTION 22
TOWN 3 NORTH, RANGE 11 EAST
CITY OF ROCHESTER HILLS
OAKLAND COUNTY, MICHIGAN

CLIENT	LOMBARDO ROCHESTER HILLS L.L.C.
MEADOWFIELD DEVELOPMENT PRELIMINARY SITE PLAN	TOPOGRAPHIC SURVEY AND DEMOLITION PLAN

CAD FILE 201406SP-02-TP

REVISIONS

DATE 06-10-05



SCALE 0 25 50
1" = 50 FEET
DR. JAL CH. DPB
P.M. K. BELECK
BOOK 102-88
JOB 201406.21

FILE NO. 1102-285-02
SP-02

TAG NUMBER	DIAMETER	LA TIN NAME	COMMON NAME	NOTES
4301	9"	FRAXINUS	ASH	
4304	7"	FRAXINUS	ASH	
4305	6"	FRAXINUS	ASH	
4306	7"	FRAXINUS	ASH	
4307	7"	FRAXINUS	ASH	
4308	10"	FRAXINUS	ASH	
4309	TWIN 5"8"	FRAXINUS	ASH	
4310	10"	FRAXINUS	ASH	
4311	6"	FRAXINUS	ASH	
4312	8"	FRAXINUS	ASH	
4313	TWIN 5"8"	FRAXINUS	ASH	
4314	8"	ULMUS	ELM	
4315	8"	FRAXINUS	ASH	
4316	9"	FRAXINUS	ASH	
4317	8"	FRAXINUS	ASH	
4318	7"	FRAXINUS	ASH	
4319	9"	POPULUS DELTOIDES	COTTONWOOD	
4320	8"	POPULUS DELTOIDES	COTTONWOOD	
4321	7"	POPULUS DELTOIDES	COTTONWOOD	
4322	8"	POPULUS DELTOIDES	COTTONWOOD	
4323	44"	QUERCUS PALUSTRIS	SWAMP OAK	
4324	6"	POPULUS DELTOIDES	COTTONWOOD	
4325	7"	POPULUS DELTOIDES	COTTONWOOD	
4326	6"	ULMUS	ELM	
4327	7"	POPULUS DELTOIDES	COTTONWOOD	
4328	12"	POPULUS DELTOIDES	COTTONWOOD	
4329	7"	FRAXINUS	ASH	
4330	8"	POPULUS DELTOIDES	COTTONWOOD	
4331	26"	QUERCUS PALUSTRIS	SWAMP OAK	
4332	22"	QUERCUS PALUSTRIS	SWAMP OAK	
4333	8"	ACER	MAPLE	
4334	20"	FRAXINUS	ASH	
4335	14"	FRAXINUS	ASH	
4336	16"	FRAXINUS	ASH	
4337	20"	QUERCUS PALUSTRIS	SWAMP OAK	
4338	9"	POPULUS DELTOIDES	COTTONWOOD	
4339	7"	POPULUS DELTOIDES	COTTONWOOD	
4340	8"	ULMUS	ELM	
4341	10"	POPULUS DELTOIDES	COTTONWOOD	
4342	14"	FRAXINUS	ASH	
4343	7"	FRAXINUS	ASH	
4344	6"	FRAXINUS	ASH	
4345	6"	FRAXINUS	ASH	
4346	9"	FRAXINUS	ASH	
4347	9"	FRAXINUS	ASH	
4348	7"	FRAXINUS	ASH	
4349	TWIN 5"7"	FRAXINUS	ASH	
4350	TWIN 7"	FRAXINUS	ASH	
4351	6"	FRAXINUS	ASH	
4352	9"	FRAXINUS	ASH	
4353	10"	FRAXINUS	ASH	
4354	7"	FRAXINUS	ASH	
4355	6"	FRAXINUS	ASH	
4356	TWIN 9"11"	FRAXINUS	ASH	
4357	7"	FRAXINUS	ASH	
4358	10"	ULMUS	ELM	
4359	13"	FRAXINUS	ASH	
4360	TRIPLE 6"6"7"	ULMUS	ELM	
4361	10"	FRAXINUS	ASH	
4362	TWIN 10"11"	FRAXINUS	ASH	
4363	6"	FRAXINUS	ASH	
4364	12"	FRAXINUS	ASH	
4365	8"	FRAXINUS	ASH	
4366	6"	FRAXINUS	ASH	
4367	8"	FRAXINUS	ASH	
4368	11"	FRAXINUS	ASH	
4369	8"	FRAXINUS	ASH	
4370	7"	FRAXINUS	ASH	
4371	7"	FRAXINUS	ASH	
4401	26"	QUERCUS RUBRA	RED OAK	
4402	30"	QUERCUS RUBRA	RED OAK	POOR CONDITION
4403	6"	FRAXINUS	ASH	
4404	14"	CARYA OVATA	SHAGBARK HICKORY	
4405	7"	PRUNUS	CHERRY	
4406	24"	QUERCUS RUBRA	RED OAK	
4407	26"	QUERCUS ALBA	WHITE OAK	
4408	9"	ULMUS	ELM	
4409	24"	QUERCUS ALBA	WHITE OAK	
4410	7"	ULMUS	ELM	
4411	7"	FRAXINUS	ASH	
4412	7"	FRAXINUS	ASH	
4413	11"	ULMUS	ELM	
4414	8"	FRAXINUS	ASH	
4415	24"	QUERCUS ALBA	WHITE OAK	
4416	23"	QUERCUS RUBRA	RED OAK	
4417	26"	QUERCUS RUBRA	RED OAK	
4418	28"	QUERCUS RUBRA	RED OAK	
4419	6"	PRUNUS	CHERRY	
4420	26"	QUERCUS RUBRA	RED OAK	
4421	9"	FRAXINUS	ASH	
4422	10"	ULMUS	ELM	
4423	6"	FRAXINUS	ASH	
4424	7"	FRAXINUS	ASH	
4425	7"	POPULUS DELTOIDES	COTTONWOOD	
4426	6"	POPULUS DELTOIDES	COTTONWOOD	
4427	6"	FRAXINUS	ASH	
4428	TWIN 5"8"	FRAXINUS	ASH	
4429	8"	FRAXINUS	ASH	
4430	6"	FRAXINUS	ASH	
4431	22"	CARYA OVATA	SHAGBARK HICKORY	
4432	22"	QUERCUS ALBA	WHITE OAK	
4433	7"	FRAXINUS	ASH	
4434	22"	CARYA OVATA	SHAGBARK HICKORY	

TAG NUMBER	DIAMETER	LA TIN NAME	COMMON NAME	NOTES
4435	6"	FRAXINUS	ASH	
4436	18"	QUERCUS RUBRA	RED OAK	
4437	20"	QUERCUS RUBRA	RED OAK	
4438	26"	QUERCUS RUBRA	RED OAK	
4439	28"	QUERCUS RUBRA	RED OAK	
4440	7"	FRAXINUS	ASH	
4441	36"	QUERCUS PALUSTRIS	SWAMP OAK	
4442	7"	FRAXINUS	ASH	
4443	7"	FRAXINUS	ASH	
4444	6"	FRAXINUS	ASH	
4446	22"	QUERCUS RUBRA	RED OAK	
4447	14"	QUERCUS ALBA	WHITE OAK	
4448	8"	FRAXINUS	ASH	
4449	6"	FRAXINUS	ASH	
4450	7"	CRATAEGUS	HAWTHORN	
4451	8"	FRAXINUS	ASH	
4452	9"	FRAXINUS	ASH	
4453	8"	FRAXINUS	ASH	
4454	6"	FRAXINUS	ASH	
4455	20"	QUERCUS RUBRA	RED OAK	
4456	28"	QUERCUS RUBRA	RED OAK	
4457	26"	QUERCUS ALBA	WHITE OAK	
4458	6"	FRAXINUS	ASH	
4459	7"	FRAXINUS	ASH	
4460	32"	QUERCUS RUBRA	RED OAK	
4461	8"	FRAXINUS	ASH	
4462	34"	QUERCUS RUBRA	RED OAK	
4463	6"	ULMUS	ELM	
4464	30"	QUERCUS RUBRA	RED OAK	
4465	26"	QUERCUS ALBA	WHITE OAK	
4466	25"	QUERCUS RUBRA	RED OAK	
4467	22"	QUERCUS ALBA	WHITE OAK	
4468	34"	QUERCUS PALUSTRIS	SWAMP OAK	
4469	7"	ULMUS	ELM	
4470	6"	FRAXINUS	ASH	
4471	7"	FRAXINUS	ASH	
4472	7"	FRAXINUS	ASH	
4473	6"	FRAXINUS	ASH	
4474	6"	FRAXINUS	ASH	
4475	7"	FRAXINUS	ASH	
4476	7"	FRAXINUS	ASH	
4477	7"	FRAXINUS	ASH	
4478	6"	CRATAEGUS	HAWTHORN	
4479	28"	QUERCUS RUBRA	RED OAK	
4480	28"	QUERCUS RUBRA	RED OAK	
4481	8"	FRAXINUS	ASH	
4482	10"	POPULUS DELTOIDES	COTTONWOOD	
4483	TWIN 9"11"	POPULUS DELTOIDES	COTTONWOOD	
4484	13"	SALIX	WILLOW	
4485	9"	POPULUS DELTOIDES	COTTONWOOD	
4486	9"	FRAXINUS	ASH	
4487	11"	FRAXINUS	ASH	
4488	9"	FRAXINUS	ASH	
4489	6"	FRAXINUS	ASH	
4490	10"	FRAXINUS	ASH	
4491	9"	FRAXINUS	ASH	
4492	8"	FRAXINUS	ASH	
4493	6"	FRAXINUS	ASH	
4494	8"	FRAXINUS	ASH	
4495	6"	FRAXINUS	ASH	
4496	10"	FRAXINUS	ASH	
4497	6"	FRAXINUS	ASH	
4498	6"	FRAXINUS	ASH	
4499	7"	ULMUS	ELM	
4500	9"	FRAXINUS	ASH	
4501	46"	QUERCUS ALBA	WHITE OAK	
4502	17"	QUERCUS ALBA	WHITE OAK	
4503	11"	QUERCUS ALBA	WHITE OAK	
4504	26"	JUGLANS	WALNUT	
4505	8"	FRAXINUS	ASH	
4506	12"	QUERCUS ALBA	WHITE OAK	
4507	26"	QUERCUS RUBRA	RED OAK	
4508	26"	JUGLANS	WALNUT	
4509	20"	QUERCUS RUBRA	RED OAK	
4510	28"	QUERCUS RUBRA	RED OAK	
4511	7"	FRAXINUS	ASH	
4512	6"	FRAXINUS	ASH	
4513	10"	QUERCUS ALBA	WHITE OAK	
4514	20"	QUERCUS ALBA	WHITE OAK	
4515	20"	QUERCUS ALBA	WHITE OAK	
4516	17"	CARYA OVATA	SHAGBARK HICKORY	
4517	20"	QUERCUS ALBA	WHITE OAK	
4518	6"	FRAXINUS	ASH	
4519	6"	FRAXINUS	ASH	
4520	7"	FRAXINUS	ASH	POOR CONDITION
4521	8"	FRAXINUS	ASH	
4522	7"	FRAXINUS	ASH	
4523	10"	FRAXINUS	ASH	
4524	7"	FRAXINUS	ASH	
4525	6"	FRAXINUS	ASH	
4526	6"	ULMUS	ELM	
4527	8"	FRAXINUS	ASH	POOR CONDITION
4528	9"	FRAXINUS	ASH	
4529	6"	FRAXINUS	ASH	
4530	TWIN 9"9"	ACER NEGUNDO	BOX ELDER	DEAD
4531	TWIN 10"14"	POPULUS DELTOIDES	COTTONWOOD	
4532	8"	POPULUS DELTOIDES	COTTONWOOD	
4533	12"	POPULUS DELTOIDES	COTTONWOOD	
4534	14"	POPULUS DELTOIDES	COTTONWOOD	
4535	12"	POPULUS DELTOIDES	COTTONWOOD	
4536	11"	POPULUS DELTOIDES	COTTONWOOD	
4537	6"	FRAXINUS	ASH	
4538	7"	FRAXINUS	ASH	

TAG NUMBER	DIAMETER	LATIN NAME	COMMON NAME	NOTES
4539	8"	ULMUS	ELM	
4540	9"	ULMUS	ELM	
4541	10"	FRAXINUS	ASH	
4542	8"	ULMUS	ELM	POOR CONDITION
4543	10"	ULMUS	ELM	
4544	7"	FRAXINUS	ASH	
4545	9"	FRAXINUS	ASH	
4546	7"	FRAXINUS	ASH	
4547	7"	FRAXINUS	ASH	
4548	7"	FRAXINUS	ASH	
4549	7"	FRAXINUS	ASH	
4550	7"	FRAXINUS	ASH	
4551	8"	FRAXINUS	ASH	
4552	8"	POPULUS DELTOIDES	COTTONWOOD	
4553	6"	POPULUS DELTOIDES	COTTONWOOD	
4554	13"	POPULUS DELTOIDES	COTTONWOOD	
4555	15"	POPULUS DELTOIDES	COTTONWOOD	
4556	TWIN 5"7"	ULMUS	ELM	
4557	6"	ACER NEGUNDO	BOX ELDER	
4558	14"	POPULUS DELTOIDES	COTTONWOOD	
4559	7"	ULMUS	ELM	
4560	15"	CARYA OVATA	SHAGBARK HICKORY	
4561	22"	QUERCUS ALBA	WHITE OAK	
4562	6"	FRAXINUS	ASH	
4563	20"	QUERCUS ALBA	WHITE OAK	
4564	26"	QUERCUS RUBRA	RED OAK	
4565	10"	FRAXINUS	ASH	
4566	6"	FRAXINUS	ASH	
4567	6"	FRAXINUS	ASH	
4568	7"	FRAXINUS	ASH	
4569	8"	FRAXINUS	ASH	
4570	7"	FRAXINUS	ASH	
4571	22"	QUERCUS RUBRA	RED OAK	
4572	7"	ACER	MAPLE	
4573	24"	QUERCUS RUBRA	RED OAK	
4574	26"	QUERCUS RUBRA	RED OAK	
4575	6"	FRAXINUS	ASH	
4576	8"	ULMUS	ELM	
4577	8"	ULMUS	ELM	
4578	9"	ULMUS	ELM	
4579	18"	ULMUS	ELM	
4580	24"	QUERCUS RUBRA	RED OAK	
4581	7"	ULMUS	ELM	
4582	17"	QUERCUS RUBRA	RED OAK	
4583	24"	QUERCUS RUBRA	RED OAK	
4584	13"	POPULUS DELTOIDES	COTTONWOOD	
4585	8"	FRAXINUS	ASH	
4586	TWIN 7"13"	POPULUS DELTOIDES	COTTONWOOD	
4587	TWIN 15"15"	POPULUS DELTOIDES	COTTONWOOD	
4588	12"	POPULUS DELTOIDES	COTTONWOOD	
4589	14"	POPULUS DELTOIDES	COTTONWOOD	DEAD
4590	14"	POPULUS DELTOIDES	COTTONWOOD	
4591	6"	POPULUS DELTOIDES	COTTONWOOD	DEAD
4592	11"	POPULUS DELTOIDES	COTTONWOOD	
4593	10"	POPULUS DELTOIDES	COTTONWOOD	
4594	11"	POPULUS DELTOIDES	COTTONWOOD	
4595	13"	POPULUS DELTOIDES	COTTONWOOD	
4596	6"	POPULUS DELTOIDES	COTTONWOOD	
4597	10"	ULMUS	ELM	
4598	8"	MORUS	MULBERRY	
4599	11"	POPULUS DELTOIDES	COTTONWOOD	
4600	9"	POPULUS DELTOIDES	COTTONWOOD	
4601	TRIPLE 12"13"15"	POPULUS DELTOIDES	COTTONWOOD	
4602	8"	POPULUS DELTOIDES	COTTONWOOD	
4603	7"	POPULUS DELTOIDES	COTTONWOOD	DEAD
4604	13"	POPULUS DELTOIDES	COTTONWOOD	DEAD
4605	12"	POPULUS DELTOIDES	COTTONWOOD	
4606	6"	POPULUS DELTOIDES	COTTONWOOD	
4607	12"	SALIX	WILLOW	
4608	14"	POPULUS DELTOIDES	COTTONWOOD	
4609	12"	POPULUS DELTOIDES	COTTONWOOD	
4610	16"	POPULUS DELTOIDES	COTTONWOOD	
4611	18"	POPULUS DELTOIDES	COTTONWOOD	
4612	11"	QUERCUS ALBA	WHITE OAK	
4613	18"	ULMUS	ELM	
4614	9"	FRAXINUS	ASH	
4615	11"	POPULUS DELTOIDES	COTTONWOOD	
4616	8"	ULMUS	ELM	
4617	7"	FRAXINUS	ASH	
4618	8"	POPULUS DELTOIDES	COTTONWOOD	
4619	6"	POPULUS DELTOIDES	COTTONWOOD	
4620	TWIN 6"6"	SALIX	WILLOW	FAIR CONDITION
4621	11"	POPULUS DELTOIDES	COTTONWOOD	
4622	9"	POPULUS DELTOIDES	COTTONWOOD	
4623	6"	POPULUS DELTOIDES	COTTONWOOD	
4624	7"	SALIX	WILLOW	POOR CONDITION

LEGEND	
---	EXIST. STORM SEWER
---	PROP. STORM SEWER
○	EXIST. MANHOLE
○	PROP. MANHOLE
---	PROP. STORM SEWER LEAD/EDGE DRAIN
□	EXIST. CATCH BASIN/INLET
□	PROP. CATCH BASIN/INLET
---	END SECTION
---	EXIST. SANITARY SEWER
---	PROP. SANITARY SEWER
---	PROP. CLEANOUT
+	EXIST. WATER MAIN
+	PROP. WATER MAIN
+	EXIST. HYDRANT
+	PROP. HYDRANT
+	EXIST. GATE VALVE IN MANHOLE
+	EXIST. OVERHEAD ELECTRIC
+	EXIST. UTILITY POLE
+	EXIST. CURB AND GUTTER
+	PROP. CURB AND GUTTER
+	SECTION CORNER
---	WETLAND

SITE DATA

NUMBER OF BUILDINGS PROPOSED 15
 NUMBER OF UNITS PROPOSED: (13x4 UNITS PER BUILDING)
 (2x3 UNITS PER BUILDING) 58

PARKING:
 (58 UNITS x 2.5 SPACES/UNIT)

SPACES REQUIRED: 150

SPACES PROVIDED: 158



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FOR THE LOCATION OF UNDERGROUND FACILITIES

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 AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

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

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SECTION 22
TOWN 3 NORTH, RANGE 11 EAST
CITY OF ROCHESTER HILLS
OAKLAND COUNTY, MICHIGAN

CLIENT: LOMBARDO ROCHESTER HILLS L.L.C.
 MEADOWFIELD DEVELOPMENT
 PRELIMINARY SITE PLAN
 SITE LAYOUT PLAN

CAD FILE	201406SP-05-L
REVISIONS	

DATE 06-10-05

AI

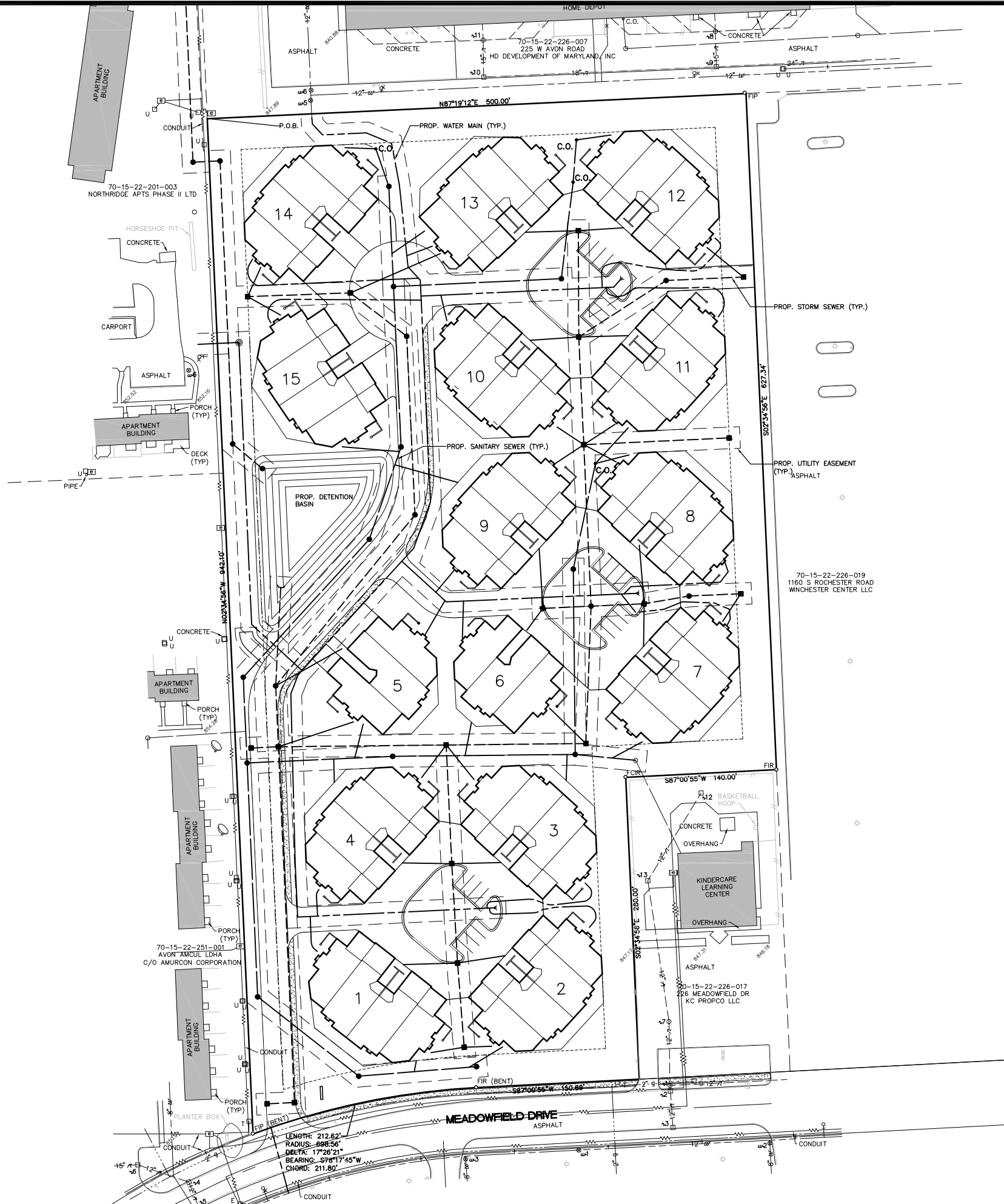
SCALE 0 25 50
 1" = 50 FEET

DR. JVB CH. DPB
 P.M. K. BELECK
 BOOK 102-88
 JOB 201406.21

FILE NO. 1102-285-05
 SP-05

LEGEND

- EXIST. STORM SEWER
- PROP. STORM SEWER
- EXIST. MANHOLE
- PROP. MANHOLE
- EXIST. STORM SEWER LEAD/EDGE DRAIN
- ○ EXIST. CATCH BASIN/INLET
- ○ PROP. CATCH BASIN/INLET
- END SECTION
- EXIST. SANITARY SEWER
- PROP. SANITARY SEWER
- PROP. CLEANOUT
- EXIST. WATER MAIN
- PROP. WATER MAIN
- EXIST. HYDRANT
- PROP. HYDRANT
- EXIST. GATE VALVE IN MANHOLE
- EXIST. OVERHEAD ELECTRIC
- EXIST. UTILITY POLE
- EXIST. CURB AND GUTTER
- PROP. CURB AND GUTTER
- SECTION CORNER
- WETLAND
- APPROXIMATE EXISTING GAS
- EXISTING GAS RISER
- DE BOX
- DE
- CATV
- MBT
- EXISTING ELECTRIC TRANSFORMER
- EXISTING ELECTRIC RISER
- EXISTING CABLE RISER
- EXISTING TELEPHONE RISER
- PROP. UTILITY EASEMENT



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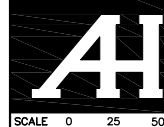
SECTION 22
 TOWN 3 NORTH, RANGE 11 EAST
 CITY OF ROCHESTER HILLS
 OAKLAND COUNTY, MICHIGAN

CLIENT
 LOMBARDO ROCHESTER HILLS L.L.C.
 MEADOWFIELD DEVELOPMENT
 PRELIMINARY SITE PLAN
 UTILITY PLAN

CAD FILE
 201406SP-06-U

NO.	REVISIONS

DATE 06-10-05



SCALE 0 25 50
 1" = 50 FEET

DR. JVB CH. DPB

P.M. K. BELECK

BOOK 102-88

JOB 201406.21

FILE NO.
SP-06 1102-285-06



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 AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

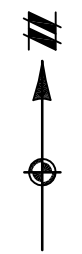
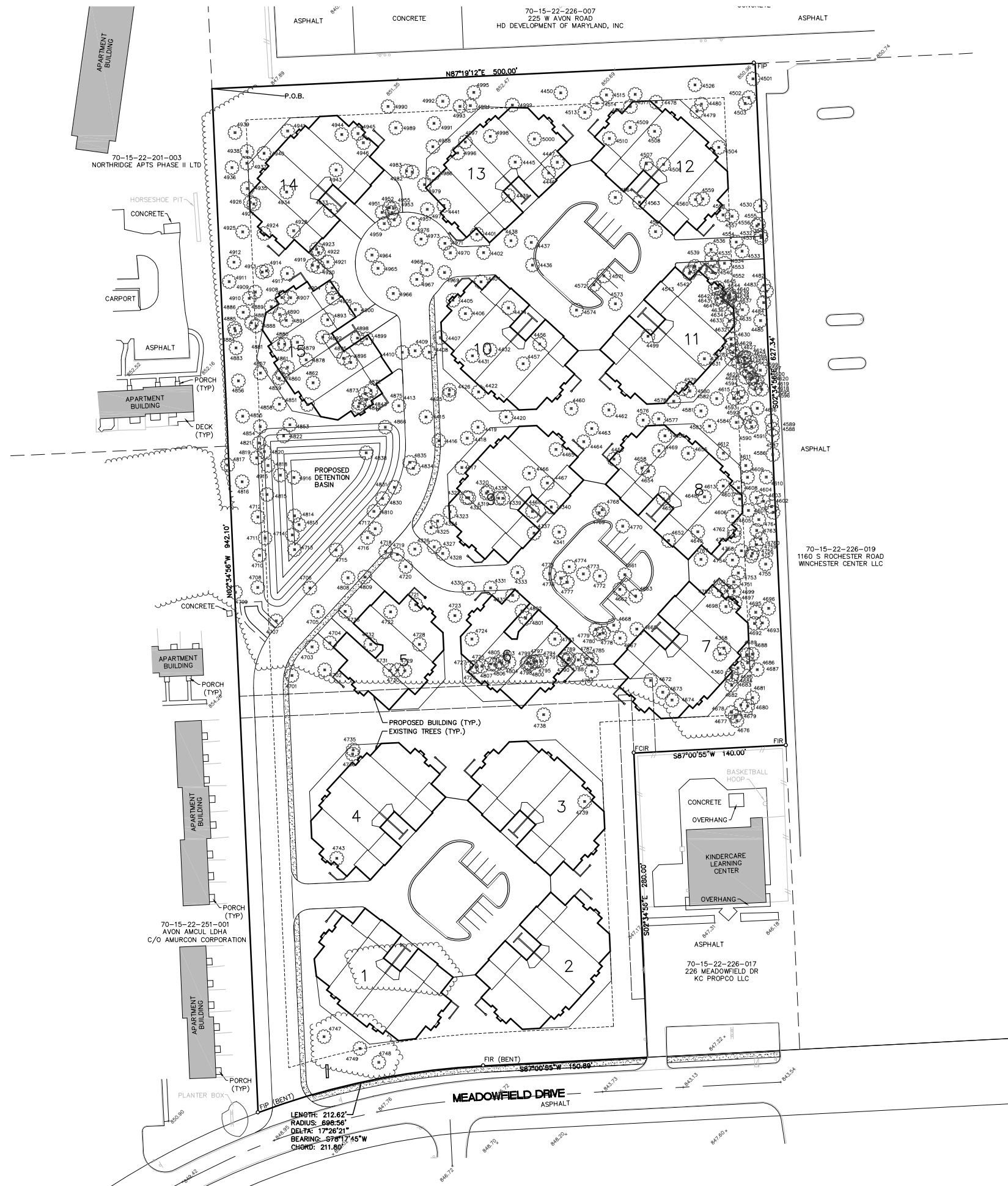
NOTICE:
 CONSTRUCTION SITE SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR; NEITHER THE OWNER NOR THE ENGINEER SHALL BE EXPECTED TO ASSUME ANY RESPONSIBILITY FOR SAFETY OF THE WORK, OF PERSONS ENGAGED IN THE WORK, OF ANY NEARBY STRUCTURES, OR OF ANY OTHER PERSONS.

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NOT FOR CONSTRUCTION

LEGEND

- EXISTING CONTOUR
- EXISTING STORM SEWER
- EXISTING SANITARY SEWER
- EXISTING WATERMAIN
- APPROXIMATE EXISTING UNDERGROUND GAS
- EXISTING OVERHEAD UTILITY LINES
- APPROXIMATE EXISTING UNDERGROUND ELECTRIC
- APPROXIMATE EXISTING UNDERGROUND TELEPHONE
- APPROXIMATE EXISTING UNDERGROUND CABLE
- EXISTING CURB AND GUTTER
- EXISTING FENCE
- EXISTING TREE OR BRUSH LIMIT
- EXISTING MANHOLE
- EXISTING CATCH BASIN/INLET
- EXISTING END SECTION/HEAD WALL
- EXISTING CLEAN-OUT
- EXISTING HYDRANT
- EXISTING WATER SHUT-OFF
- EXISTING GATE VALVE & WELL
- EXISTING UTILITY POLE
- EXISTING LIGHT POLE
- EXISTING GUY WIRE
- EXISTING GAS RISER
- EXISTING UTILITY RISER
- EXISTING TELEPHONE RISER
- EXISTING ELECTRIC RISER
- EXISTING ELECTRIC TRANSFORMER
- EXISTING SATELLITE DISH
- EXISTING SIGN
- EXISTING POST
- EXISTING MAILBOX
- EXISTING SPOT ELEVATION
- EXISTING GUTTER
- EXISTING BACK OF CURB
- FOUND IRON PIPE
- FOUND IRON ROD
- FOUND CAPPED IRON ROD
- SECTION CORNER
- DECIDUOUS TREE



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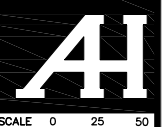
SECTION 22
TOWN 3 NORTH, RANGE 11 EAST
CITY OF ROCHESTER HILLS
OAKLAND COUNTY, MICHIGAN

CLIENT: LOMBARDO ROCHESTER HILLS L.L.C.
 MEADOWFIELD DEVELOPMENT
 PRELIMINARY SITE PLAN

CAD FILE: 201406SP-07-TO

NO.	DATE	REVISIONS

DATE: 06-10-05



SCALE: 0 25 50
 1" = 50 FEET
 DR. JVB CH. DPB
 P.M. K. BELECK
 BOOK 102-88
 JOB 201406.21

FILE NO. SP-07
 1102-285-07



3 WORKING DAYS
BEFORE YOU DIG
CALL MISS DIG
 1-800-482-7171
 FOR THE LOCATION OF
 UNDERGROUND FACILITIES

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 AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

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SECTION 22	TOWN 3	NORTH, RANGE 11	EAST
CITY OF ROCHESTER HILLS			
OAKLAND COUNTY, MICHIGAN			

CLIENT	LOMBARDO ROCHESTER HILLS L.L.C.
PROJECT	MEADOWFIELD DEVELOPMENT PRELIMINARY SITE PLAN
LANDSCAPE PLAN	
CAD FILE	201406SP-08-LS
DATE	06-10-05

4-10-2005 SUBMIT FOR PRELIMINARY PUD APPROVAL

REVISIONS

DATE 06-10-05

SCALE 0 25 50
 1" = 50 FEET

DR. JVB CH. DPB
 P.M. K. BELECK
 BOOK 102-88
 JOB 201406.21
 FILE NO. 102-285-08



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NOTES:
 1.) ALL PROPOSED TURF SHALL BE PLANTED WITH CLAS

EXHIBIT D
New PUD Ordinance Provisions

Lawn, from Rochester to a point four hundred thirty (430) feet westerly thereof

A motion was made by Barnett, seconded by Dalton, that this matter be Postponed by Resolution until further clarification is provided by City Staff regarding time and day restrictions. The motion carried by the following vote:

Aye: Hill, Barnett, Dalton, Raschke and Robbins

Nay: Duistermars

Absent: Holder

ORDINANCE FOR INTRODUCTION

2004-1057 Acceptance for First Reading - An Ordinance to repeal Sections 138-1001 through 138-1008, of Chapter 138, Zoning, of the Code of Ordinances of the City of Rochester Hills, Oakland County, Michigan, adopt new Sections 138-1001 through 138-1008 governing Planned Unit Developments, repeal conflicting or inconsistent ordinances, and prescribe a penalty for violations

A motion was made by Dalton, seconded by Duistermars, that this matter be Accepted for First Reading by Resolution upon the condition that a portion of Section 138-1003b be stricken prior to second reading and approval. The motion carried by the following vote:

Aye: Hill, Barnett, Dalton, Duistermars, Raschke and Robbins

Absent: Holder

ORDINANCE FOR ADOPTION

2005-0185 Acceptance for Second Reading and Adoption - An Ordinance to Amend Sections 54-741 through 54-745 of Article XII, Utilities, of Chapter 54, Fees, of the Code of Ordinances of the City of Rochester Hills, Oakland County, Michigan, to Modify Water and Sewer Rates and Fees, repeal conflicting ordinances, and prescribe a penalty for violations

A motion was made by Barnett, seconded by Duistermars, that this matter be Accepted for Second Reading and Adoption by Resolution. The motion carried by the following vote:

Aye: Hill, Barnett, Dalton, Duistermars, Raschke and Robbins

Absent: Holder

2005-0379 Acceptance for Second Reading and Adoption - An Ordinance to Amend Chapter 102, Utilities, of the Code of Ordinances of the City of Rochester Hills, Oakland County, Michigan, to Revise the Depository Fund and Surplus Fund Structure for Water and Sewage Disposal System Revenues, and to repeal conflicting ordinances

A motion was made by Raschke, seconded by Dalton, that this matter be Accepted for Second Reading and Adoption by Resolution. The motion carried by the following vote:

Aye: Hill, Barnett, Dalton, Duistermars, Raschke and Robbins

ORDINANCE FOR ADOPTION

2004-1057 Acceptance for Second Reading and Adoption - An Ordinance to Repeal Sections 138-1001 through 138-1008, of Chapter 138, Zoning, of the Code of Ordinances of the City of Rochester Hills, Oakland County, Michigan. Adopt new Sections 138-1001 through 138-1008 governing Planned Unit Developments, repeal conflicting or inconsistent ordinances, and prescribe a penalty for violations

A motion was made by Robbins, seconded by Dalton, that this matter be Accepted for Second Reading and Adoption by Resolution. The motion carried by the following vote:

Aye: Hill, Barnett, Dalton, Duistermars, Holder, Raschke and Robbins

2004-0905 Acceptance for Second Reading and Adoption - An Amendment to Chapter 138 of the Code of Ordinances to rezone three parcels of land totaling approximately 80 acres, known as Parcel Nos. 15-15-376-001, 15-15-451-003 and -006 to PUD (Planned Unit Development) - City File No. 94-426, Rochester College, applicant.

A motion was made by Dalton, seconded by Robbins, that this matter be Accepted for Second Reading and Adoption by Resolution. The motion carried by the following vote:

Aye: Hill, Barnett, Dalton, Duistermars, Holder, Raschke and Robbins

2005-0361 Approval of the Planned Unit Development (PUD) Agreement for Rochester College, City File No. 94-426, located north of Avon, west of Rochester Road, Zoned SP, Special Purpose District, known as Parcel Nos. 15-15-376-001, 15-15-451-003 and 15-15-451-006, Rochester College, applicant.

A motion was made by Dalton, seconded by Duistermars, that this matter be Adopted by Resolution. The motion carried by the following vote:

Aye: Hill, Barnett, Dalton, Duistermars, Holder, Raschke and Robbins

ORDINANCE FOR INTRODUCTION

2005-0421 Acceptance for First Reading - An Ordinance to Amend Section 118-98 of Chapter 118, Historical Preservation, of the Code of Ordinances of the City of Rochester Hills, Oakland County, Michigan, to modify the Noncontiguous Historic Districts listing concerning Rochester College, repeal conflicting or inconsistent ordinances, and to prescribe a penalty for violations

A motion was made by Dalton, seconded by Robbins, that this matter be Accepted for First Reading by Resolution upon the condition that further clarification is provided defining the use of the term "part of" with regards to the specific parcel in question. The motion carried by the following vote:

Aye: Hill, Barnett, Dalton, Duistermars, Holder, Raschke and Robbins

UNFINISHED BUSINESS

ORDINANCE NO. 144

AN ORDINANCE TO REPEAL SECTIONS 138-1001 THROUGH 138-1008 OF CHAPTER 138, ZONING, OF THE CODE OF ORDINANCES OF THE CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN, ADOPT NEW SECTIONS 138-1001 THROUGH 138-1008 GOVERNING PLANNED UNIT DEVELOPMENTS, REPEAL CONFLICTING OR INCONSISTENT ORDINANCES, AND PRESCRIBE A PENALTY FOR VIOLATIONS.

THE CITY OF ROCHESTER HILLS ORDAINS:

Section 1. Chapter 138 of the Code of Ordinances of the City of Rochester Hills shall be, and is, repealed in its entirety, and the following new Chapter 138 shall be adopted in its place:

DIVISION 18. PLANNED UNIT DEVELOPMENT OPTION:

Sec. 138-1001. Purpose and Applicable Regulations.

(a) The Planned Unit Development (PUD) Option is intended to permit, with City Council approval subject to Section 138-1005, private or public development which is substantially in accordance with the goals and objectives of the City's Master Land Use Plan.

(b) The development permitted under this Section, Planned Unit Development Option, shall be considered an optional means of development only upon terms agreeable to the City. The provision of this option imposes no obligation on the City to encourage or foster its use. The decision whether to approve the use of this option shall be at the sole discretion of the City Council.

(c) The PUD Option permits flexibility in the regulation of land development by encouraging innovation through an overall development plan to provide variety in design layout; to achieve economy and efficiency in the use of land, natural resources, energy and the provision of public services and utilities; to encourage the creation of useful open spaces particularly suited to the needs of the parcel(s) in question; and provide appropriate housing, employment, service and shopping opportunities.

(d) It is further intended that the PUD Option may be used to permit nonresidential uses of residentially zoned areas; to permit residential uses of nonresidential zoned areas; to permit densities or lot sizes that are different from the applicable district(s) and to permit the mixing of land uses that would otherwise not be permitted; provided that other objectives are met and the resulting development will promote the public health, safety and welfare.

(e) It is further intended that the development will be laid out so that the various land uses and building bulk will relate to each other and to adjoining existing and planned uses in such a way that they will be compatible, with no material adverse impact of one use on another.

Sec. 138-1002. Definition.

The term "Planned Unit Development" means a specific parcel of land or several contiguous parcels of land, for which a comprehensive physical plan meeting the requirements of this Section, establishing functional use areas, density patterns, a fixed system of streets (where necessary), provisions for public utilities, drainage and other essential services and similar factors necessary or incidental to development has been approved by the City Council and which has been, is being, or will be developed in accordance with the approved Final Plan.

Sec. 138-1003. Criteria for Qualification.

The PUD Option may be used in any Zoning District classification; however, in order to qualify for the PUD Option, it must be demonstrated that all of the following criteria will be met:

- (a) The PUD Option shall not be used for the sole purpose of avoiding applicable requirements of this Chapter. The proposed activity, building or use not normally permitted shall result in an improvement to the public health, safety and welfare in the area affected.
- (b) The PUD Option shall not be utilized in situations where the same land use objectives can be accomplished by the application of conventional zoning provisions or standards.
- (c) The PUD Option may be used only when the proposed land use will not materially add service and facility loads beyond those contemplated in the Master Land Use Plan. The applicant must demonstrate to the satisfaction of the City that the added loads will be accommodated or mitigated by the applicant as part of the PUD.
- (d) The PUD shall meet as many of the following objectives as may be deemed appropriate by the City:
 - 1. To preserve, dedicate or set aside open space or natural features due to their exceptional characteristics or their environmental or ecological significance in order to provide a permanent transition or buffer between land uses, or to require open space or other desirable features of a site beyond what is otherwise required in this Chapter.
 - 2. To guarantee the provision of a public improvement that would not otherwise be required to further the public health, safety or welfare, protect existing uses or potential future uses in the vicinity of the proposed development from the impact of a proposed use, or alleviate an existing or potential problem relating to public facilities.
 - 3. To promote the goals and objectives of the Master Land Use Plan and other applicable long range plans such as the Master Thoroughfare Plan.
 - 4. To preserve and appropriately redevelop unique or historic sites.

5. To permanently establish land use patterns that are compatible with or will protect existing or planned uses.
6. To provide alternative uses for parcels that can provide transition or buffers to residential areas and to encourage redevelopment of sites where an orderly transition or change of use is desirable.
7. To enhance the aesthetic appearance of the City through quality building design and site development.

Sec. 138-1004. Uses Permitted.

(a) A land use plan shall be submitted for the area within the PUD. The land use plan shall be defined by the districts of the zoning ordinance that are to apply to the components of the PUD area.

(b) Principal Uses Permitted and Special Land Uses Permitted in the Zoning Ordinance shall be allowed within the districts identified on the PUD Plan, except that City Council may prohibit some uses from districts designated on the PUD Plan. City Council may also permit uses not otherwise permitted in the district if specifically noted on the PUD Plan. Conditions applicable to Principal Uses Permitted and Special Land Uses Permitted shall be used as guidelines for design and layout. Conditions may be waived or modified by the Planning Commission provided that such waivers or modifications are indicated on the PUD Plan.

Sec. 138-1005. Height, Bulk, Density and Area Standards.

The height, bulk, density and setbacks standards of each zoning district shall be applied to each specific district area designated on the PUD plan, except as specifically modified and noted on the PUD Plan.

Sec. 138-1006. Submittal, Review and Approval Process.

The submittal, review and approval process shall consist of the following two steps:

(a) Step One: PUD Option Application and Concept Plan.

1. Authorized applicant. A person owning or controlling the land may request consideration of the PUD option. The applicant shall submit a request for a determination as to whether the parcel qualifies for the PUD Option under the criteria set forth, below, in Paragraph 3, Planning Commission Review.
2. Submittal of proposed PUD Concept Plan. Application shall be made to the Planning Department for review and recommendation by the Planning Commission. The application shall include the following:

- a. A Certified boundary survey of the exact acreage being requested prepared by a registered land surveyor (scale: not smaller than one (1) inch equals one hundred (100) feet).
- b. A topographic map of the entire area at a contour interval of not more than two (2) feet. This map shall indicate all major stands of trees, bodies of water, wetlands and unbuildable areas (scale: not smaller than one (1) inch equals one hundred (100) feet).
- c. A proposed Project Land Use Plan identifying the following items of information. The Project Land Use Plan shall be drawn at a scale no smaller than one (1) inch equals one hundred (100) feet (1" = 1 00'):
 - i. Land use areas requested in the PUD Option and identified or defined by the proposed zoning districts.
 - ii. Vehicular and pedestrian circulation, including major drives, the location of vehicular and pedestrian access points, non-motorized and pedestrian pathways, and cross sections and public or private streets.
 - iii. Transition treatment, including minimum building setbacks from property lines and land use boundaries within the PUD.
 - iv. The general location of nonresidential buildings and parking areas, estimated floor areas, building coverage, number of stories, building height, and proposed building facade elevations.
 - v. The general location and density of proposed residential unit types, including lot width and lot area for detached single family residences.
 - vi. The general location of all woodlands, wetlands, water bodies and watercourses and proposed stormwater management facilities.
 - vii. The boundaries of open space areas that are to be preserved and reserved and an indication of the proposed ownership thereof.
 - viii. A schematic landscape treatment plan for open space areas, streets and border/transition areas within the PUD and along perimeter property lines.
 - ix. A preliminary grading plan, identifying the extent of grading and any areas that are not to be graded or disturbed.
 - x. A preliminary utility plan, including a contemplated water distribution, storm and sanitary sewer plan.
 - xi. Any deed restrictions or restrictive covenants associated with the property.

- xii. All easement locations.
 - xiii. A written statement explaining in detail the Applicant's full intentions under the PUD Option including the type of dwelling units or uses contemplated and resulting population, floor area, parking and supporting documentation, including the intended schedule of development.
3. Planning Commission Review and Public Hearing. The Planning Commission shall hold a public hearing, report its findings and make a recommendation to the City Council concerning the PUD Option Application and Concept Plan. The Planning Commission shall review the proposed PUD Concept Plan for compliance with the following objectives and requirements:
- a. The proposed PUD promotes the land use goals and objectives of the City.
 - b. All applicable provisions of this Division shall be met. Where provisions of this Division conflict with any other sections of this Chapter, the provisions of this Division shall control and apply to the lands within a PUD area.
 - c. There is, or will be at the time of initial development, adequate means of disposing of sanitary sewage and supplying the development with water, and the road system and storm water drainage system are adequate.
4. City Council Review. Upon receipt of the Planning Commission recommendation, City Council shall review the PUD Option Application and Concept Plan and make the final determination on the Applicant's fulfillment of the above stated objectives and requirements.
- a. If City Council approves the application, it shall require the applicant to prepare a PUD contract, conforming to Section 138-1008 below, setting forth the conditions upon which the City's approval is based. After review and recommendation by the City Attorney, Planning Commission and subsequent approval by the City Council, the contract shall be executed by the City and the applicant. Approval shall be granted only if the City Council determines all provisions of this Chapter have been met and that the proposed development will not adversely affect the public health, safety and welfare.
 - b. Once an application for PUD and the Concept Plan has been approved by the City Council, no development or other use may take place on the property within the PUD except in accordance with the approved Concept Plan or in accordance with an approved amendment thereto.
 - c. No approved plan shall be terminated except with the approval of the City Council and the applicant, its successor or assign.

(b) Step Two: Submission of Final Plats, Site Plans and Schedule for Completion of the Approved PUD.

1. Prior to the issuance of any permits for activity within the PUD area, final plats or site plans and open space plans for a project area shall be submitted to the Planning Department for review and recommendation by the Planning Commission and final City Council approval based on the following:
 - a. Review and approval of site plans shall comply with this Section except as otherwise modified in the approved PUD plan. Review and approval of plats shall comply with Act No. 288 of the Public Acts of Michigan of 1967 (MCL 560.101, et seq., MSA 26.430 (101), et seq.), as amended, and applicable Ordinances of the City.
 - b. Before approving any final plat or plan, the Planning Commission shall determine that:
 - i. All portions of the project area shown upon the approved plan for the PUD for use by the public or the residents within the PUD have been dedicated to such use in the PUD contract;
 - ii. The final plats or site plans are in conformance with the approved PUD contract and PUD plan;
 - iii. In accordance with the PUD contract, provisions have been made to guarantee open space and common area improvements shown on the Final Plan, and that maintenance of such improvements is assured in accordance with the PUD contract.
2. Plans for tree removal permit and wetland permit review shall be submitted at the time of Step Two review.
3. Final plats or site plans for the PUD area must be submitted and approved within two (2) years of the execution of the PUD contract, or such other period of time stated in the PUD contract. If such plats or plans have not been submitted and approved within the prescribed time, the right to develop under the approved plan may be terminated by the City.
4. If development of approved final plats or site plans is not substantially completed in three (3) years (or such other period of time stated in the PUD contract) after approval, further final submittals under the PUD shall cease until the development of part in question is completed or cause can be shown for not completing same.

Sec. 138-1007. Fees.

Fees for review of PUD Plans under this Chapter shall be set forth in City Code Chapter 110.

Sec. 138-1008. PUD Contract.

The PUD contract shall contain, at a minimum, the following information:

- (a) The permitted uses of the property.
- (b) The permitted density and/or intensity of use.
- (c) Dimensional provisions, including but not limited to building floor areas, setbacks, and building height.
- (d) Provisions for reservations or dedications of land for public purposes, if applicable.
- (e) Conditions, terms, restrictions and requirements on which approval is based, including phasing requirements, requirements for on-site or off-site improvements and contributions to improvements to public facilities.
- (f) A timeframe for commencement and completion of improvements associated with the PUD, including both public infrastructure improvements and internal site improvements, along with the means of ensuring that all public improvements are constructed and maintained.
- (g) A statement indicating that, except as otherwise provided by the contract, regulations governing permitted uses of land, density, design, improvement and construction standards and specifications applicable to development of the property shall be the regulations in force at the time. The PUD contract shall not prevent the City from applying new or amended regulations that do not conflict with the PUD contract.
- (h) A requirement that if changes in federal or state laws or regulations enacted after the contract has been executed operate to prevent compliance with parts of the contract, or render compliance impractical or unreasonably difficult, the inconsistent provisions of the agreement shall be modified, deleted or suspended as necessary to conform to such changes in federal or state law.
- (i) Procedures for amending the PUD contract.
- (j) Penalties for violating the PUD contract or failing to complete improvements included in the PUD.

Sec. 138-1009. Amendments to PUD Plan.

Proposed amendments or changes to an approved PUD Plan shall be submitted to the Planning Commission. The Planning Commission shall determine whether the proposed modification is minor in nature and does not to violate the area and density requirements or materially affect the overall character of the PUD plan. In such case, the Planning Commission

may approve or deny the proposed amendment. If the Planning Commission determines the proposed amendment is material in nature, the amendment must be reviewed by the Planning Commission and approved by the City Council in accordance with the procedures applicable to Final Approval of the Planned Unit Development.

Section 2. Severability. This ordinance and each article, section, subsection, paragraph, subparagraph, part, provision, sentence, word and portion thereof are hereby declared to be severable, and if they or any of them are declared to be invalid or unenforceable for any reason by a court of competent jurisdiction, it is hereby provided that the remainder of this ordinance shall not be affected thereby.

Section 3. Penalty. All violations of this ordinance shall be municipal civil infractions and upon a determination of responsibility therefor shall be punishable by a civil fine of not more than \$500.

Section 4. Repeal, Effective Date, Adoption.

(1) Repeal. All regulatory provisions contained in other City ordinances, which are inconsistent with the provisions of this ordinance, are hereby repealed.

(2) Effective Date. This ordinance shall become effective on July 1, 2005, following its publication in the *Rochester Eccentric* on June 30, 2005.

(3) Adoption. This ordinance was adopted by the City Council of the City of Rochester Hills at a meeting thereof held on Wednesday, June 22, 2005.

Pat Somerville, Mayor
City of Rochester Hills

CERTIFICATE

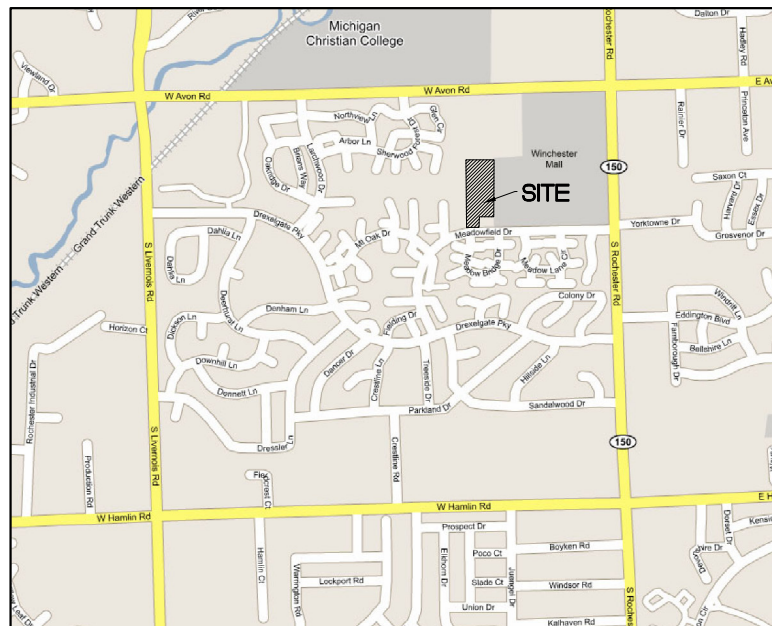
I hereby certify that the foregoing ordinance was adopted by the City Council of the City of Rochester Hills at a meeting thereof on Wednesday, June 22, 2005.

Jane Leslie, Clerk
City of Rochester Hills

EXHIBIT E
Final PUD Plans including Elevations

SHEFFIELD

MULTI-FAMILY CONDOMINIUM DEVELOPMENT CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN SITE PLANS



OVERALL SITE MAP
SCALE: APPROX. 1" = 1000'

UTILITY QUANTITIES (FOR SHEFFIELD DEVELOPMENT)

SANITARY	
16 MANHOLES	
2 CLEAN-OUTS	
1,946 L.F. OF 8" ABS TRUSS	
644 L.F. OF 6" ABS SDR 23.5	
WATER	
1,778 L.F. OF 8" D.I.P CL. 54	
4 GV&W	
5 HYDRANTS	

SANITARY SEWER BASIS OF DESIGN

SANITARY SEWER BASIS OF DESIGN		
NUMBER OF UNITS	58 UNITS	Sheffield Development
	100 Children	Kindercare Learning Center
POPULATION (P)	203 PEOPLE	(58 UNITS X 3.5 PEOPLE/UNIT)
	1.2 CHILDREN	(100 X 0.12 PER STUDENT)
AVERAGE DAILY FLOW (ADF)	20,300 GPD	(P) x (100 gal/capita/day)
	120 GPD	(P) x (100 gal/capita/day)
TOTAL:	20,420 GPD	
PEAK FACTOR (PF)	4.00	
CURRENT PEAK RATE	81,680 GPD	(ADF x PF)
	56.72 GPM	
	0.132 CFS	

*The capacity of the existing 8" pipe is approximately 0.76 CFS.

SHEET INDEX

CP-01	COVER SHEET
CP-02	TOPOGRAPHIC SURVEY & DEMOLITION PLAN
TP-02	TREE SURVEY
TP-03	TREE INVENTORY SHEET 2
TP-04	TREE INVENTORY SHEET 3
CP-03	SITE LAYOUT PLAN
CP-04	SOIL EROSION AND SEDIMENTATION CONTROL PLAN
CP-05	DETAILED GRADING PLAN (NORTH)
CP-06	DETAILED GRADING PLAN (SOUTH)
CP-07	OVERALL UTILITY PLAN
CP-08	SANITARY SEWER & WATER MAIN PLAN AND PROFILES
CP-09	SANITARY SEWER & WATER MAIN PLAN AND PROFILES
CP-10	STORM SEWER PLAN AND PROFILES
CP-11	STORM SEWER PLAN AND PROFILES
CP-12	STORM SEWER PLAN AND PROFILES
CP-13	SITE DETAIL SHEET
CP-14	LANDSCAPING PLAN
CP-14A	LANDSCAPE DETAILS AND CALCULATIONS
CP-14B	IRRIGATION PLAN
CP-15	DRAINAGE AREA PLAN
CP-16	SANITARY DETAIL SHEET 1
CP-17	SANITARY DETAIL SHEET 2
CP-18	STORM SEWER DETAIL SHEET
CP-19	WATER MAIN DETAIL SHEET 1
CP-20	WATER MAIN DETAIL SHEET 2
CP-21	SOIL EROSION DETAIL SHEET

PROPRIETOR

LOMBARDO ROCHESTER HILLS, L.L.C.
6303 26 MILE ROAD, SUITE 200
WASHINGTON TOWNSHIP, MI 48094
PHONE: (586) 781-7900
FAX: (586) 781-5588

ENGINEER - SURVEYOR

ATWELL-HICKS
50182 SCHOENHERR ROAD
SHELBY TOWNSHIP, MICHIGAN 48315
PHONE: (586) 786-9800
FAX: (586) 786-5588

LEGAL DESCRIPTION

LEGAL DESCRIPTION PER THE PHILIP F. GRECO TITLE COMPANY COMMITMENT NO: 03-541115

Situated in the City of Rochester Hills, Oakland County, Michigan, described as:

Part of the Northeast 1/4 of Section 22, Town 3 North, Range 11 East, Avon Township, now City of Rochester Hills, Oakland County, Michigan, described as follows: Beginning at a point, said point being N87°19'12"E 915.46 feet along the North line of said Section 22 and S2°34'56"E 810.00 feet from the North 1/4 corner of said Section 22; thence from said point of beginning N87°19'12"E 500.00 feet; thence S2°34'56"E 627.34 feet; thence S87°00'55"W 140.00 feet; thence S2°34'56"E 280.00 feet; thence S87°00'55"W 150.89 feet; thence 212.62 feet along the arc of a curve to the left, radius 698.56 feet, central angle 17°26'21", chord length 211.80 feet and a chord bearing of S78°17'45"W; thence N2°34'56"W 942.10 feet to the point of beginning.

SITE DATA

THE CURRENT ZONING CLASSIFICATION IS SP (SPECIAL PURPOSE) TO BE RECLASSIFIED PUD

SITE AREA: 9.58 AC.

LOT COVERAGE
AREA=9.58 AC
NUMBER OF BUILDINGS 15
UNITS=58
COVERAGE=58/9.58= 6.05 UNITS PER ACRE

SETBACKS
FRONT: 30'
SIDE: 30'
REAR: 30'
CORNER TO CORNER: 15'

5' SIDEWALK PROVIDED ON EAST SIDE OF MAIN ROAD AND ALONG MEADOWFIELD DRIVE RIGHT OF WAY.

PARKING REQUIREMENTS

NUMBER OF BUILDINGS PROPOSED 15
NUMBER OF UNITS PROPOSED: (13x4 UNITS PER BUILDING)
(2x3 UNITS PER BUILDING) 58

PARKING:
(58 UNITS x 2.5 SPACES/UNIT)

SPACES REQUIRED: 150

SPACES PROVIDED: 154



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NOTICE:
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SECTION 22	TOWN 3	NORTH, RANGE 11	EAST
CITY OF ROCHESTER HILLS			
OAKLAND COUNTY, MICHIGAN			

CLIENT	LOMBARDO ROCHESTER HILLS L.L.C.
PROJECT	SHEFFIELD DEVELOPMENT SITE PLANS
SHEET	COVER SHEET

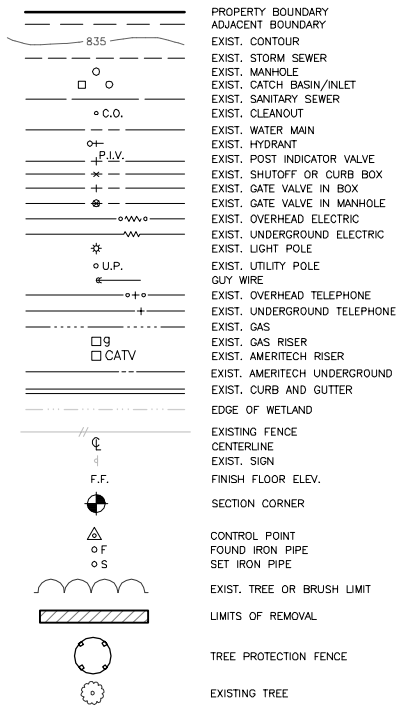
CAD FILE 201406CP-01-CV

REVISIONS	
DATE	08-16-05

SCALE 0 0 0
1" = 0 FEET
DR. DLM CH. DPB
P.M. K. BELECK
BOOK 102-88
JOB 201406.30
FILE NO. 4102-54-01

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LEGEND



NOTES:

1. PRIOR TO CONSTRUCTION, ADDITIONAL BENCH MARKS WILL BE SET AROUND THE SITE TO INSURE AN ACCURATE BENCH MARK WILL REMAIN AT ALL TIMES.
2. THE CONTRACTOR SHALL REMOVE AND DISPOSE OF, OFF SITE, ALL EXISTING STRUCTURES, CONCRETE, AND PAVEMENT ONSITE, AS NOTED ON THE DRAWINGS.
3. THE CONTRACTOR SHALL OBTAIN THE NECESSARY PERMITS AND NOTIFY ALL AFFECTED UTILITY COMPANIES PRIOR TO THE DEMOLITION OF ANY EXISTING UTILITIES. ALL DEBRIS SHALL BE HAULED AWAY FROM THE SITE AND DISPOSED OF AT AN APPROVED LANDFILL.
4. THE CONTRACTOR SHALL COORDINATE WITH AFFECTED UTILITY COMPANIES FOR THE REMOVAL OR RELOCATION OF UTILITY AND LIGHT POLES.
5. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE CURRENT STANDARDS, SPECIFICATIONS, AND GENERAL CONDITIONS OF THE CITY OF ROCHESTER HILLS.
6. SITE DOES NOT LIE WITHIN A 100-YR FLOOD PLAIN PER FEMA MAP PANEL #260471-020 SEPTEMBER 2, 1994

STRUCTURE	TYPE	RM	PIPE	INVERT	COMMENTS
1	SANITARY SEWER MANHOLE	854.92	INV. S	841.75	FLOWS SOUTH
1	STORM SEWER MANHOLE	843.46	12" INV. S	837.27	
		843.46	12" INV. N	838.27	
		843.46	INV. E	837.16	
2	CATCH BASIN	842.61	12" INV. N	837.35	
		842.61	12" INV. S	837.41	
		842.61	6" INV. S	838.77	
3	CATCH BASIN	842.59	12" INV. N	837.99	
4	GATE VALVE & WELL	846.12	E	839.31	APPROXIMATE TOP OF PIPE- MANHOLE FULL OF WATER
		846.12	W	839.31	APPROXIMATE TOP OF PIPE- MANHOLE FULL OF WATER
5	CATCH BASIN	848.98	12" INV. NW	844.72	
		848.98	12" INV. S	844.77	
		848.98	12" INV. N	846.01	APPROXIMATE TOP OF PIPE- MANHOLE 1/2 FULL OF DEBRIS
6	GATE VALVE & WELL	849.97	E	842.13	TOP OF PIPE
		849.97	N	842.13	TOP OF PIPE
6	CATCH BASIN	849.83	12" INV. SE	844.62	
		849.83	15" INV. W	844.69	FLOWS WEST
7	STORM SEWER MANHOLE	844.19	12" INV. N	839.75	
		844.19	12" INV. N	839.75	
		844.59	E	837.89	APPROXIMATE TOP OF PIPE- MANHOLE FULL OF WATER
		844.59	W	837.89	APPROXIMATE TOP OF PIPE- MANHOLE FULL OF WATER
		847.62	E	840.62	APPROXIMATE TOP OF PIPE- MANHOLE FULL OF WATER
		847.62	W	840.62	APPROXIMATE TOP OF PIPE- MANHOLE FULL OF WATER
8	SANITARY SEWER MANHOLE	840.60	INV. W	831.53	
		840.60	INV. E	831.49	
8	STORM SEWER MANHOLE	840.71	15" INV. S	835.89	
		840.71	12" INV. W	835.97	
		840.71	12" INV. E	835.97	
		840.15	24" INV. E	835.28	
		840.15	18" INV. W	835.58	
		840.15	15" INV. N	835.50	
9	SANITARY SEWER MANHOLE	840.91	INV. N	832.55	
		840.91	6" INV. E	832.48	
10	CATCH BASIN	840.14	18" INV. E	837.27	FLOWS EAST
		840.14	15" INV. S	837.00	APPROXIMATE - LARGE OFFSET
11	STORM SEWER MANHOLE	840.81	15" INV. N	837.39	
		840.81	12" INV. E	837.55	
		840.81	12" INV. W	837.49	
		845.02	N	834.02	APPROXIMATE TOP OF PIPE- MANHOLE FULL OF WATER
		845.02	S	834.02	APPROXIMATE TOP OF PIPE- MANHOLE FULL OF WATER
		842.87	S	832.62	APPROXIMATE TOP OF PIPE- MANHOLE FULL OF WATER
12	SANITARY SEWER MANHOLE	846.40	8" INV. N	843.79	
12	CATCH BASIN	846.50	12" INV. SW	842.08	
13	CATCH BASIN	846.34	12" INV. NE	841.38	
		846.34	INV. S	841.04	
15	SANITARY SEWER MANHOLE	849.85	8" INV. E	831.62	
		849.85	8" INV. W	831.73	
16	GATE VALVE & WELL	849.97	E	844.24	TOP OF PIPE
		849.97	W	844.24	TOP OF PIPE
16	SANITARY SEWER MANHOLE	847.04	8" INV. S	843.57	APPROXIMATE - LARGE OFFSET
		847.04	8" INV. W	843.52	

BENCHMARK: #1
 ARROW ON HYDRANT ON THE SOUTH SIDE OF MEADOWFIELD LANE IN LINE WITH WEST PROPERTY LINE 850.81

LEGAL DESCRIPTION PER THE PHILIP F. GRECO TITLE COMPANY COMMITMENT NO: 63-54115

Situated in the City of Rochester Hills, Oakland County, Michigan, described as:

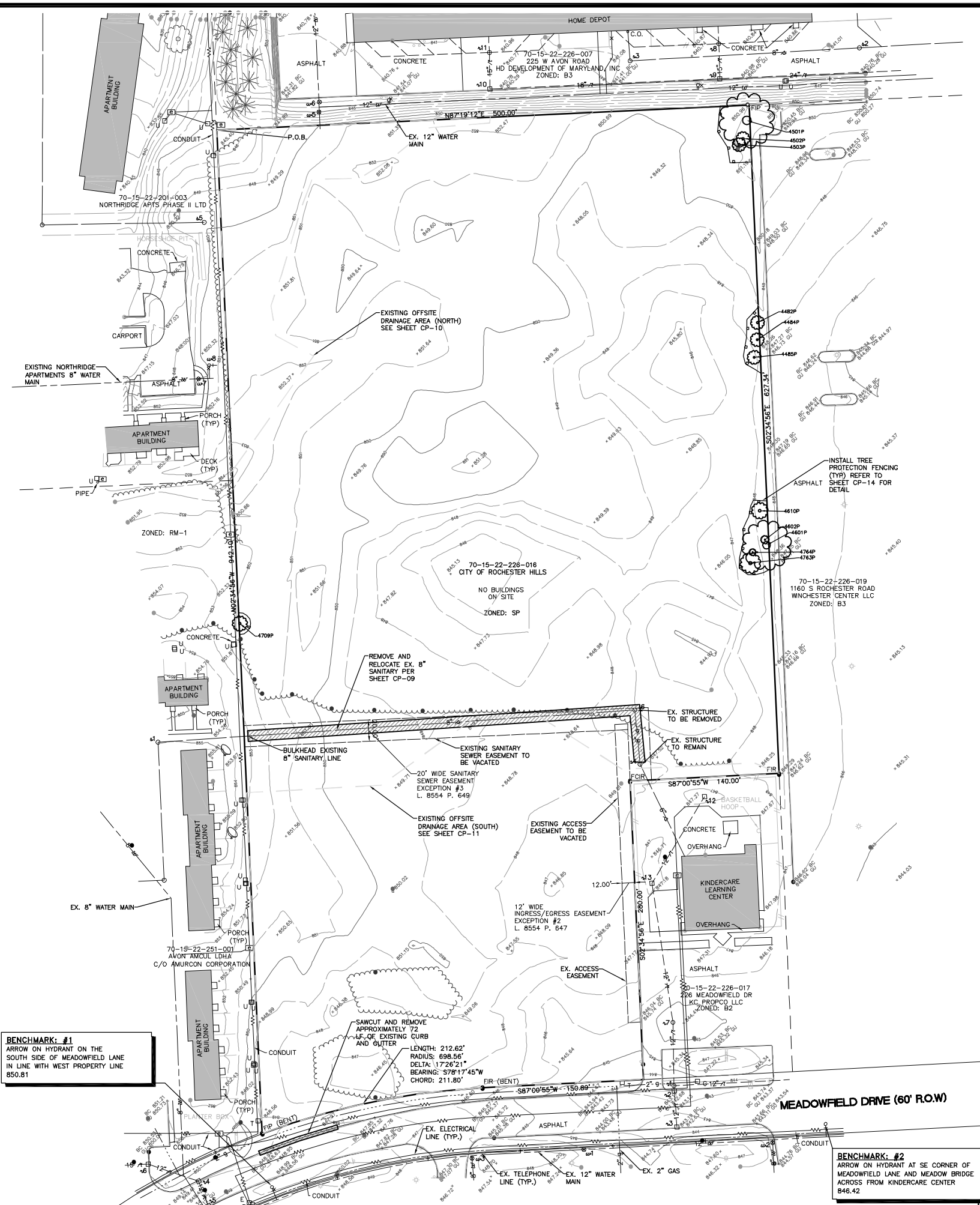
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BENCHMARK: #2
 ARROW ON HYDRANT AT SE CORNER OF MEADOWFIELD LANE AND MEADOW BRIDGE ACROSS FROM KINDERCARE CENTER 846.42

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SECTION 22
 TOWN 3 NORTH, RANGE 11 EAST
 CITY OF ROCHESTER HILLS
 OAKLAND COUNTY, MICHIGAN

CLIENT LOMBARDO ROCHESTER HILLS L.L.C.
 SHEFFIELD DEVELOPMENT
 SITE PLANS
 TOPOGRAPHIC SURVEY
 AND DEMOLITION PLAN

CAD FILE 201406CP-02-TP

NO.	DATE	REVISIONS
11-18-05	08-16-05	REVISIONS PER CITY REVIEW

DATE 08-16-05

SCALE 0 25 50
 1" = 50 FEET

DR. JAL CH. DPB
 P.M. K. BELECK
 BOOK 102-88
 JOB 201406.30
 FILE NO. 4102-54-02

ROCHESTER HILLS FILE #05-016

CP-02

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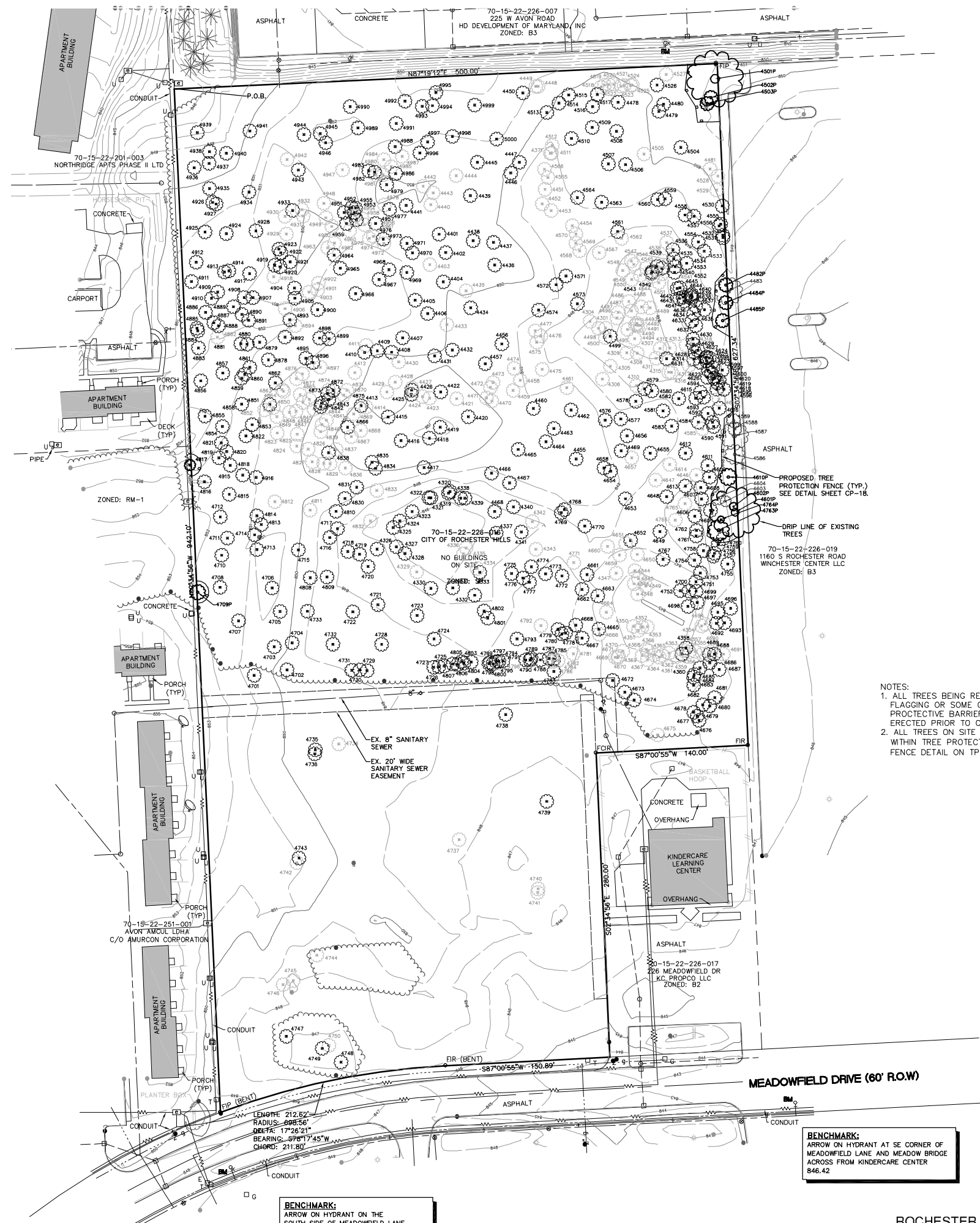
LEGEND

	PROPERTY BOUNDARY
	ADJACENT BOUNDARY
	EXISTING CONTOUR
	EXISTING STORM SEWER
	EXISTING SANITARY SEWER
	EXISTING WATERMAIN
	APPROXIMATE EXISTING UNDERGROUND GAS
	EXISTING OVERHEAD UTILITY LINES
	APPROXIMATE EXISTING UNDERGROUND ELECTRIC
	APPROXIMATE EXISTING UNDERGROUND TELEPHONE
	EXISTING CURB AND GUTTER
	EXISTING FENCE
	EXISTING TREE OR BRUSH LIMIT
	EXISTING MANHOLE
	EXISTING CATCH BASIN/INLET
	EXISTING END SECTION/HEAD WALL
	EXISTING CLEAN-OUT
	EXISTING HYDRANT
	EXISTING WATER SHUT-OFF
	EXISTING GATE VALVE & WELL
	EXISTING UTILITY POLE
	EXISTING LIGHT POLE
	EXISTING GUY WIRE
	EXISTING GAS RISER
	EXISTING UTILITY RISER
	EXISTING TELEPHONE RISER
	EXISTING ELECTRIC RISER
	EXISTING ELECTRIC TRANSFORMER
	EXISTING SATELLITE DISH
	EXISTING SIGN
	EXISTING POST
	EXISTING MAILBOX
	EXISTING SPOT ELEVATION
	EXISTING GUTTER
	EXISTING BACK OF CURB
	FOUND IRON PIPE
	FOUND IRON ROD
	FOUND CAPPED IRON ROD
	SECTION CORNER
	DECIDUOUS TREE
	ASH TREE
	TREE PROTECTION FENCE

LEGAL DESCRIPTION

Situated in the City of Rochester Hills, Oakland County, Michigan, described as:

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NOTES:
 1. ALL TREES BEING RETAINED WILL BE IDENTIFIED BY PAINTING, FLAGGING OR SOME OTHER APPROVED METHOD AND, WHERE PROTECTIVE BARRIERS ARE NECESSARY, THEY WILL BE ERRECTED PRIOR TO COMMENCEMENT OF WORK ON SITE.
 2. ALL TREES ON SITE TO BE REMOVED EXCEPT THOSE SHOWN WITHIN TREE PROTECTION FENCING (SEE TREE PROTECTION FENCE DETAIL ON TP-07)



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SECTION 22
TOWN 3 NORTH, RANGE 11 EAST
CITY OF ROCHESTER HILLS
OAKLAND COUNTY, MICHIGAN

CLIENT: LOMBARDO ROCHESTER HILLS L.L.C.
 SHEFFIELD DEVELOPMENT
 SITE PLANS
 TREE SURVEY

CAD FILE: 201406TP-02-TS

DATE	08-16-05
REVISIONS	

DATE: 08-16-05

SCALE 0 0 0
 1" = 0 FEET
 DR. KMD | CH. DPB
 P.M. K. BELECK
 BOOK 102-88
 JOB 201406.30
 FILE NO. 4102-54-02

ROCHESTER HILLS FILE #05-016

TP-02

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Table with columns: TAG NUMBER, DIAMETER, LATIN NAME, COMMON NAME, NOTES, REMOVE / PRESERVE. Contains tree inventory data for tags 4381-4434.

Table with columns: TAG NUMBER, DIAMETER, LATIN NAME, COMMON NAME, NOTES, REMOVE / PRESERVE. Contains tree inventory data for tags 4435-4539.

Table with columns: TAG NUMBER, DIAMETER, LATIN NAME, COMMON NAME, NOTES, REMOVE / PRESERVE. Contains tree inventory data for tags 4540-4643.

Table with columns: TAG NUMBER, DIAMETER, LATIN NAME, COMMON NAME, NOTES, REMOVE / PRESERVE. Contains tree inventory data for tags 4644-4746.



3 WORKING DAYS BEFORE YOU DIG CALL MISS DIG 1-800-482-7171 FOR THE LOCATION OF UNDERGROUND FACILITIES

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SECTION 22 CLIENT LOMBARDO ROCHESTER HILLS L.L.C. SHEFFIELD DEVELOPMENT SITE PLANS TREE INVENTORY SHEET 2 TOWN 3 NORTH, RANGE 11 EAST CITY OF ROCHESTER HILLS OAKLAND COUNTY, MICHIGAN

CAD FILE 201406CP-03-TS2

REVISIONS DATE 08-16-05

SCALE 0 0 0 1" = 0 FEET

DR. KMD [ch. DPB] P.M. K. BELECK BOOK 102-88 JOB 201406.30 FILE NO. 4102-54-03

ROCHESTER HILLS FILE #05-016

TP-03

Table with columns for ID, Species, and Status. Includes entries like 4747 QUAD 12°15'18"26" POPULUS DELTOIDES COTTONWOOD REMOVE and 4765 11" POPULUS DELTOIDES COTTONWOOD PRESERVE.

Table with columns for ID, Species, and Status. Includes entries like 4851 9" ULM US ELM REMOVE and 4898 24" QUERCUS RUBRA RED OAK REMOVE.

Table with columns for ID, Species, and Status. Includes entries like 4955 6" ULM US ELM REMOVE and 5000 30" QUERCUS RUBRA RED OAK REMOVE.

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SECTION 22, CLIENT LOMBARDO ROCHESTER HILLS L.L.C., SHEFFIELD DEVELOPMENT SITE PLANS, TREE INVENTORY SHEET 3, TOWN 3 NORTH, RANGE 11 EAST, CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN

DATE 08-16-05, REVISIONS PER QTY REVIEW, REVISIONS

SCALE 0 0 0, 1" = 0 FEET, DR. KMD | CH. DPB, P.M. K. BELECK, BOOK 102-88, JOB 201406.30, FILE NO. 4102-54-05

ROCHESTER HILLS FILE #05-016, TP-04



3 WORKING DAYS BEFORE YOU DIG CALL MISS DIG 1-800-482-7171 FOR THE LOCATION OF UNDERGROUND FACILITIES

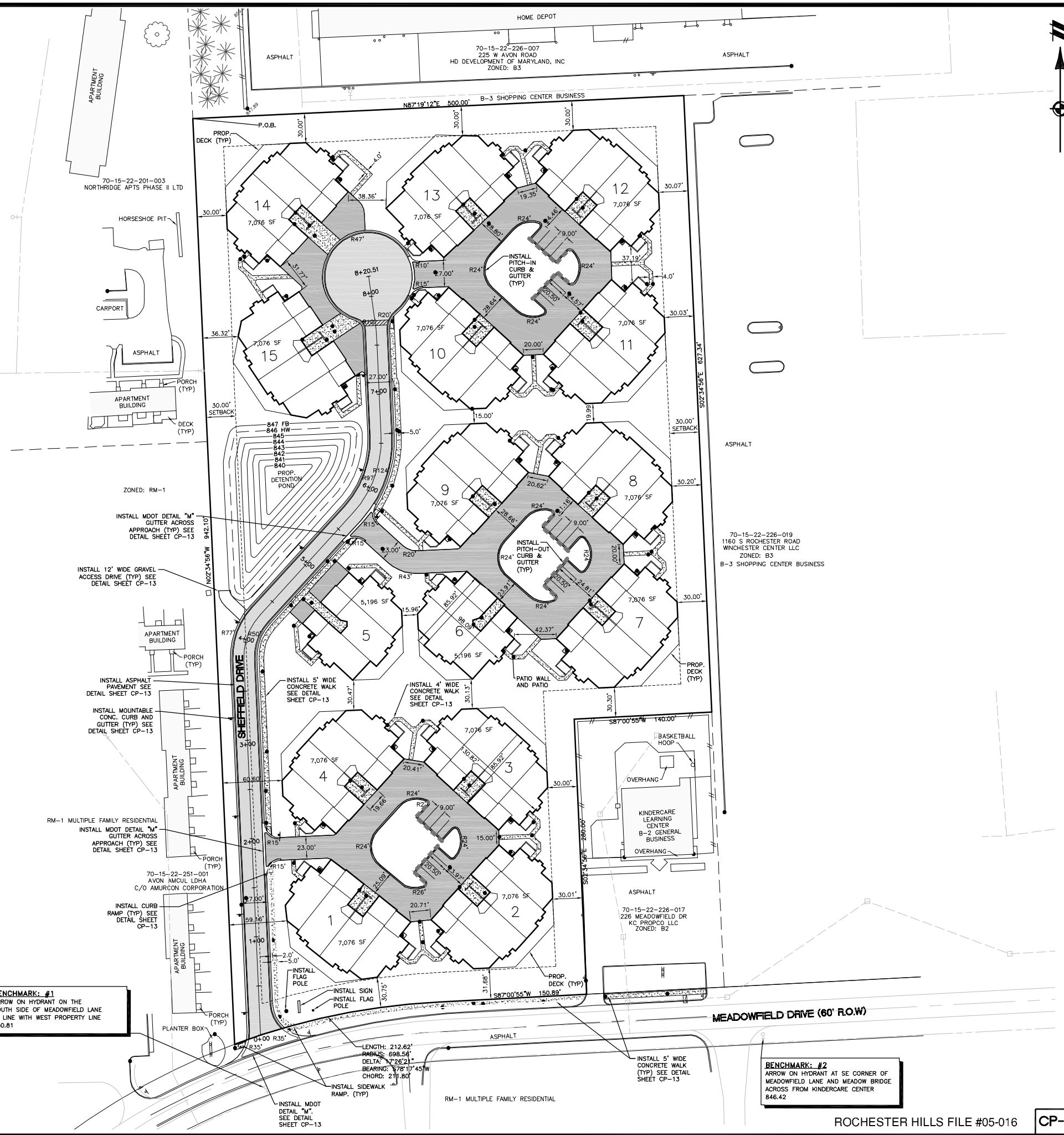
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LEGEND	
	EXIST. STORM SEWER
	PROP. STORM SEWER
	EXIST. MANHOLE
	PROP. MANHOLE
	EXIST. STORM SEWER LEAD/EDGE DRAIN
	PROP. STORM SEWER LEAD/EDGE DRAIN
	EXIST. CATCH BASIN/INLET
	PROP. CATCH BASIN/INLET
	END SECTION
	EXIST. SANITARY SEWER
	PROP. SANITARY SEWER
	PROP. CLEANOUT
	EXIST. WATER MAIN
	PROP. WATER MAIN
	EXIST. HYDRANT
	PROP. HYDRANT
	EXIST. GATE VALVE IN MANHOLE
	EXIST. OVERHEAD ELECTRIC
	EXIST. UTILITY POLE
	EXIST. CURB AND GUTTER
	PROP. CURB AND GUTTER
	SECTION CORNER
	WETLAND
	PROP. PITCH OUT CURB AND GUTTER
	PROP. MOUNTABLE CURB AND GUTTER
	PROP. STANDARD DUTY ASPHALT
	PROP. STANDARD ROAD PAVEMENT
	PROP. SETBACK
	PROP. SIGN
	PROP. DEVELOPMENT SIGN
	PROP. FLAGPOLE
	PROP. CONCRETE

- NOTE:**
- ALL RADII ARE TO BE 3' UNLESS OTHERWISE NOTED.
 - ALL WALKWAYS ALONG PRIVATE ROAD ARE TO BE 5' WIDE.
 - ALL WALKWAYS BETWEEN BUILDINGS AND THAT LEAD TO ROAD ARE TO BE 4' WIDE.
 - SEE SHEET CP-08, CP-10, AND CP-11 FOR PROPOSED CASEMENTS.
 - OPEN BURNING IS NOT PERMITTED, INCLUDING THE BURNING OF TRASH, DEBRIS, OR LAND CLEARING MATERIALS. OPEN BURNING FOR WARMING OF SAND AND/OR WATER FOR PREPARATION OF MORTAR SHALL BE WITHIN CITY OF ROCHESTER HILLS BURN PERMIT GUIDELINES. CONTACT ROCHESTER HILLS FIRE DEPARTMENT FOR PERMIT INFORMATION. FIRE LANES SHALL BE DESIGNATED BY THE FIRE CODE OFFICIAL, AND SHALL BE CONSPICUOUSLY POSTED ON BOTH SIDES OF THE FIRE LANE, WITH FIRE LANE SIGNS SPACED NOT MORE THAN 100 FEET APART. FIRE LANE SIGNS SHALL STATE: NO STOPPING, STANDING, PARKING, FIRE LANE.
 - BASED ON THE UNIFORM FIRE CODE THE BUILDING IS TYPE V-N 5B.



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1-800-482-7171
FOR THE LOCATION OF UNDERGROUND FACILITIES

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MICHIGAN ILLINOIS OHIO FLORIDA

SECTION 22	TOWN 3	NORTH, RANGE 11	EAST
CITY OF ROCHESTER HILLS			
OAKLAND COUNTY, MICHIGAN			

CLIENT: LOMBARDO ROCHESTER HILLS L.L.C.
SHEFFIELD DEVELOPMENT
SITE PLANS
SITE LAYOUT PLAN

CAD FILE	201406CP-03-L
REVISIONS	
DATE	08-16-05

SCALE 0 25 50
1" = 50 FEET

DR. JVB | CH. DPB
P.M. K. BELECK
BOOK 102-88
JOB 201406.30
FILE NO. 4102-54-03

ROCHESTER HILLS FILE #05-016 CP-03

LEGEND

8.35	EXIST. CONTOUR
—	EXIST. STORM SEWER
—	EXIST. MANHOLE
—	EXIST. CATCH BASIN/INLET
—	EXIST. SANITARY SEWER
—	EXIST. CLEANOUT
—	EXIST. WATER MAIN
—	EXIST. HYDRANT
—	EXIST. POST INDICATOR VALVE
—	EXIST. SHUTOFF OR CURB BOX
—	EXIST. GATE VALVE IN BOX
—	EXIST. OVERHEAD ELECTRIC
—	EXIST. UNDERGROUND ELECTRIC
—	EXIST. LIGHT POLE
—	EXIST. UTILITY POLE
—	EXIST. GUY WIRE
—	EXIST. GAS
—	EXIST. GAS RISER
—	EXIST. AMERITECH RISER
—	EXIST. AMERITECH UNDERGROUND
—	EXIST. CURB AND GUTTER
—	EDGE OF WETLAND
—	EXISTING FENCE
—	CENTERLINE
—	EXIST. SIGN
—	FINISH FLOOR ELEV.
—	PROP. STORM SEWER
—	PROP. INLET/BASIN
—	END SECTION
—	CULVERT
—	EXIST. ELECTRIC TRANSFORMER
—	EXIST. OVERHEAD TELEPHONE
—	EXIST. UNDERGROUND TELEPHONE
—	EXIST. GAS
—	EXIST. GAS RISER
—	EXIST. TELEPHONE RISER
—	PROP. CURB AND GUTTER
—	EXIST. UTILITY UNSPECIFIED
—	PROP. INLET FILTER
—	PROP. SILT FENCE
—	PROP. SWALE

CONSTRUCTION SEQUENCE:

- CLEAR TREES INCLUDING BRUSH AND STUMPS FROM AREAS TO BE CLEARED. ALL STUMPS, CHIPS, AND DEBRIS ASSOCIATED WITH CLEARING SHALL BE DISPOSED OFF-SITE. REFER TO SHEET CP-02 FOR TREES TO BE SAVED AND CP-14 FOR TREE PROTECTION DETAIL.
- MASS GRADE SITE INCLUDING EXCAVATION OF DETENTION POND. MAINTAIN EROSION CONTROL AS REQUIRED.
- INSTALL SANITARY SEWER, WATER MAIN AND STORM SEWER. IMMEDIATELY AFTER INSTALLATION OF STORM SEWER INSTALL INLET FILTER AT ALL INLETS TO THE STORM SEWER.
- BRING PAVEMENT AREAS TO SUB-BASE GRADE AND PLACE TOPSOIL ON SIDE SLOPES VERIFY THAT IT HAS BEEN CHECKED BY THE ENGINEER AND CORRECTED IF NECESSARY.
- INSTALL PAVEMENT AND BACKFILL CURBS. AFTER INSTALLATION OF PAVEMENT REPLACE STONE INLET FILTERS IN PAVED AREAS.
- FINISH GRADE, REDISTRIBUTE A MINIMUM OF 4" OF TOP SOIL, SEED AND MULCH ALL DISTRIBUTED AREAS AND MAINTAIN TEMPORARY EROSION CONTROLS AS REQUIRED.
- UPON COMPLETION, REMOVE ACCUMULATED SEDIMENT AND DEBRIS FROM STORM SYSTEM AND REMOVE SOIL EROSION CONTROLS.



SOILS MAP
Note: 2640 i.f. to nearest natural water course



LOCATION MAP

SOIL EROSION/SEDIMENTATION CONTROL OPERATION TIME SCHEDULE

NOTE: GENERAL CONTRACTOR TO OVERSEE COMPLETION OF TABLE

CONSTRUCTION SEQUENCE	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUN	
ROUGH GRADE / SEDIMENT CONTROL																				
TEMPORARY CONTROL MEASURES																				
STRIP & STOCKPILE TOPSOIL																				
STORM FACILITIES																				
TEMPORARY CONSTRUCTION ROADS																				
FOUNDATION / BUILDING CONSTRUCTION																				
SITE CONSTRUCTION																				
PERMANENT CONTROL STRUCTURES																				
FINISH GRADING																				
LANDSCAPING/SEED/FINAL STABILIZATION																				

GRADING NOTES:

- ALL GRADES IN PAVEMENT ARE GUTTER OF 4" MOUNTABLE CURB UNLESS OTHERWISE INDICATED.
- ALL SIDE YARD AND REAR YARD SWALES TO HAVE A 1.0% MINIMUM SLOPE AND ARE TO BE COMPLETED BY THE DEVELOPER WHEN SITE IS ROUGH GRADED.
- SLOPES FROM 2-4.5% SLOPES WILL BE SODDED, AND SLOPES EXCEEDING 4.5% WILL HAVE STAKED SOD.
- ALL PROPOSED GRADES WILL MATCH THE EXISTING GROUND ALONG THE SILT FENCE.
- ESTABLISH PERMANENT BENCHMARK ONSITE PRIOR TO CLEARING/DEMOLITION.

SOIL EROSION/SEDIMENT CONTROL NOTES:

- CONSTRUCTION OPERATION SHALL BE SCHEDULED AND PERFORMED SO THAT PREVENTATIVE SOIL EROSION CONTROL MEASURES ARE IN PLACE PRIOR TO EXCAVATION IN CRITICAL AREAS AND TEMPORARY STABILIZATION MEASURES ARE IN PLACE IMMEDIATELY FOLLOWING BACKFILLING OPERATIONS.
- SPECIAL PRECAUTIONS SHALL BE TAKEN IN THE USE OF CONSTRUCTION EQUIPMENT TO PREVENT SITUATIONS THAT PROMOTE EROSION.
- CLEANUP SHALL BE DONE IN A MANNER TO ENSURE THAT EROSION CONTROL MEASURES ARE NOT DISTURBED.
- THE PROJECT SHALL CONTINUALLY BE INSPECTED FOR SOIL EROSION AND SEDIMENT CONTROL COMPLIANCE. DEFICIENCIES SHALL BE CORRECTED BY THE CONTRACTOR WITHIN 24 HOURS.
- PERMANENT STABILIZATION SHALL BE COMPLETED WITHIN 5 DAYS OF FINAL GRADE. IF PERMANENT STABILIZATION CANNOT BE COMPLETED WITHIN 5 DAYS, TEMPORARY SOIL EROSION CONTROL MEASURES MUST REMAIN IN PLACE AND BE MAINTAINED UNTIL PERMANENT STABILIZATION IS ACHIEVED.
- THE CONTRACTOR SHALL CONFORM TO PART 91 OF ACT 451 OF THE PUBLIC ACTS OF 1994, AS AMENDED, OF THE MICHIGAN COMPILED LAWS ENTITLED "THE SOIL EROSION AND SEDIMENT CONTROL ACT" DURING CONSTRUCTION AND CURRENT LOCAL ORDINANCES FOR EROSION AND SEDIMENTATION CONTROL.
- THE GROSS ACREAGE OF THE SITE IS 9.58 ACRES.
- THE GROSS ACREAGE DISTURBED IS 9.41 ACRES.

CITY OF ROCHESTER HILLS SOIL EROSION STANDARD NOTES:

- ALL EROSION AND SEDIMENT CONTROL WORK SHALL CONFORM TO STANDARDS AND SPECIFICATIONS OF THE OAKLAND COUNTY DRAIN COMMISSIONER.
- ALL TEMPORARY AND PERMANENT (POST CONSTRUCTION) SOIL EROSION AND SEDIMENT CONTROL MEASURES SHALL CONFORM TO THE CITY OF ROCHESTER HILLS CURRENT MS4 PERMIT, THE PERMIT'S CONDITIONS SHALL TAKE PRECEDENCE.
- DAILY INSPECTIONS SHALL BE MADE BY THE CONTRACTOR FOR EFFECTIVENESS OF EROSION AND SEDIMENTATION CONTROL MEASURES, AND ANY NECESSARY REPAIRS SHALL BE PERFORMED WITHOUT DELAY.
- ANY SEDIMENTATION FROM WORK ON THE SITE SHALL BE CONTAINED ON THE SITE AND NOT ALLOWED TO COLLECT ON ANY OFF-SITE AREAS OR IN WATERWAYS.
- CONTRACTOR SHALL APPLY TEMPORARY EROSION AND SEDIMENTATION CONTROL MEASURES WHEN REQUIRED AND AS DIRECTED ON THESE PLANS. HE SHALL REMOVE TEMPORARY MEASURES AS SOON AS PERMANENT STABILIZATION OF SLOPES, DITCHES, AND OTHER EARTH CHANGES HAVE BEEN ACCOMPLISHED. THIS WOULD INCLUDE TEMPORARY STABILIZATION PONDS AND TEMPORARY SO2 FILTERS.
- STAGING THE WORK WILL BE DONE BY THE CONTRACTOR AS DIRECTED IN THESE PLANS AND AS REQUIRED TO ENSURE PROGRESSIVE STABILIZATION OF DISTURBED EARTH.
- SOIL EROSION CONTROL PRACTICES SHALL BE ESTABLISHED IN THE EARLY STAGES OF CONSTRUCTION BY THE CONTRACTOR. SEDIMENT CONTROL PRACTICES WILL BE APPLIED AS A PERIMETER DEFENSE AGAINST ANY TRANSPORTING OF SILT OFF THE SITE.

SOIL EROSION/SEDIMENT CONTROL MAINTENANCE SCHEDULE NOTES:

A CONTRACTOR/INSPECTOR SHALL INSPECT THE SOIL EROSION/SEDIMENT CONTROL DEVICES ONCE EACH WEEK AND/OR WITHIN 24 HOURS OF A PRECIPITATION EVENT WHICH RESULTS IN A STORM DISCHARGE FROM THE SITE. THE FOLLOWING STEPS SHALL BE IMPLEMENTED IF ANY DAMAGE HAS RESULTED FROM CONSTRUCTION OR WEAR.

- SEEDING SHALL BE PREPARED ACCORDING TO THE MANUFACTURER'S RECOMMENDATIONS. THE CONTRACTOR/INSPECTOR SHALL INSPECT THE AREA AFTER SEEDING IS COMPLETED. AREAS THAT ARE BARE OR NOT MULCHED PROPERLY WILL NEED TO BE SPOT SEEDING AND/OR RE-MULCHED.
- SILT FENCE SHALL BE TRENCHED IN, BACK-FILLED, AND STAPLED OR STAKED ACCORDING TO THE MANUFACTURER'S SPECIFICATIONS. MAINTENANCE INCLUDES THE REMOVING OF BUILT-UP SEDIMENT WHEN THE SEDIMENT ACCUMULATES TO 1/3 TO 1/2 THE HEIGHT OF THE FENCE. CONTRACTOR MAY HAVE TO REMOVE, REPLACE, RETRENCH, OR RE-BACKFILL THE FENCE IF IT FAILS. IT IS ALSO NECESSARY TO RE-INSTALL IF ANY PORTION OF THE FENCING WAS DAMAGED BY CONSTRUCTION MACHINERY.
- ACCESS ROADS MUST BE MAINTAINED AS NECESSARY. TO KEEP THEM EFFECTIVE, NEW LAYERS OF STONE MAY BE ADDED AS OLD LAYERS BECOME COMPACTED. STEPS SHOULD ALSO BE TAKEN TO REPAIR IF RUTS OR POOLING WATER APPEAR.
- INLET FILTERS SHOULD BE INSPECTED FOR BUILD-UP OF SILT AND OTHER DEBRIS. THIS IS EVIDENT IF GEOTEXTILE/STONE STRUCTURE IS CAUSING FLOODING. MAINTENANCE WOULD CONSIST OF REMOVING OF SEDIMENTS WITH A STIFF BRISTLE BROOM OR SQUARE POINT SHOVEL. IF INLET FILTER IS BEYOND THIS LEVEL OF REPAIR IT MAY BE NECESSARY TO REPLACE BOTH THE STONE AND GEOTEXTILE FILTER.
- ANY TRACKING OF MUD OR DIRT ONTO PUBLIC OR PRIVATE ROADS SHALL BE REMOVED PROMPTLY.
- IF DUST BECOMES A PROBLEM, SPECIAL WATERING TECHNIQUES MUST BE USED TO CONTROL DUST.

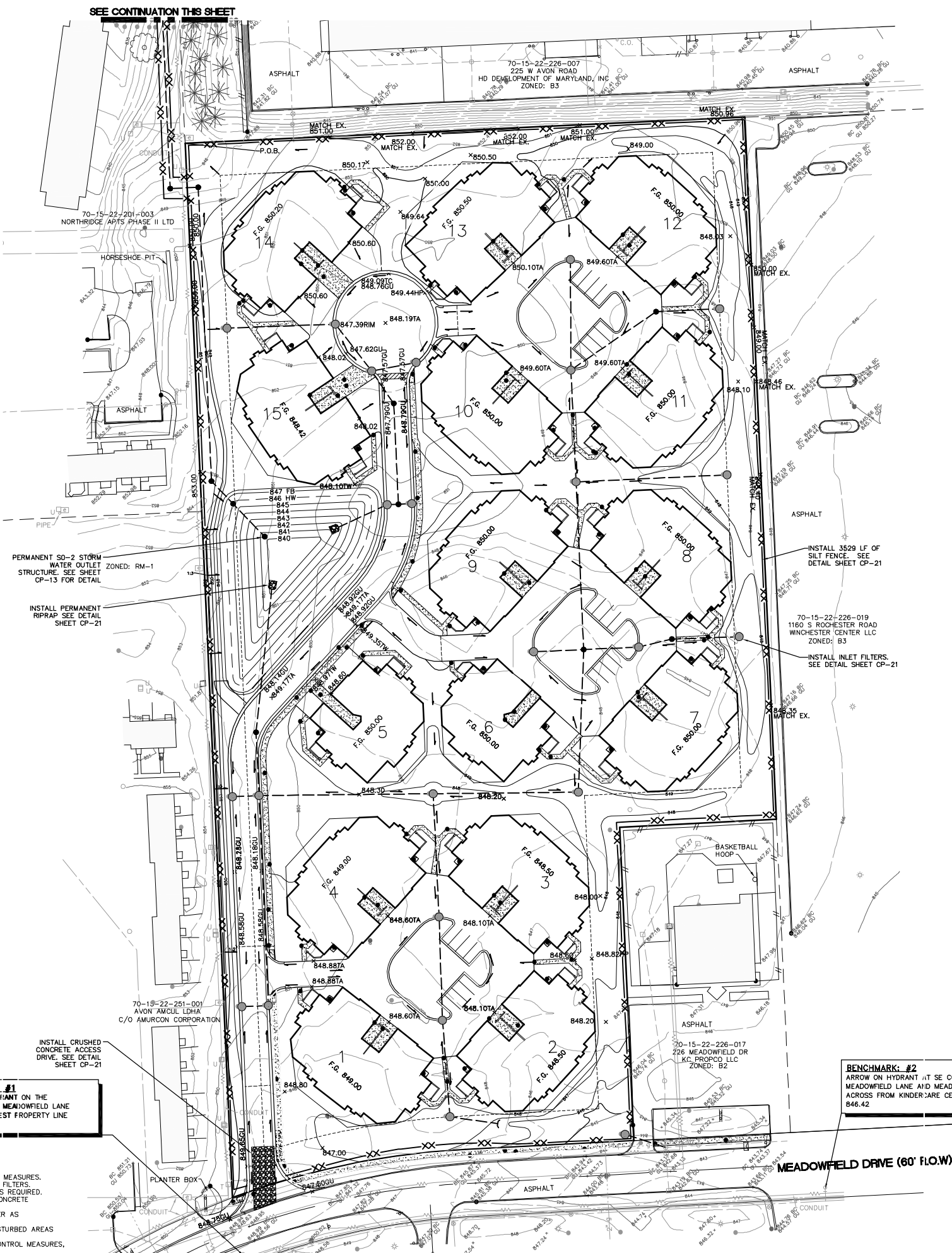
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FOR THE LOCATION OF UNDERGROUND FACILITIES

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 AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

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

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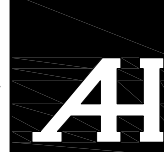
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SECTION 22
TOWN 3 NORTH, RANGE 11 EAST
CITY OF ROCHESTER HILLS
OAKLAND COUNTY, MICHIGAN

CLIENT: LOMBARDO ROCHESTER HILLS L.L.C.
SHEFFIELD DEVELOPMENT
SITE PLANS
SOIL EROSION AND SEDIMENTATION CONTROL PLAN

CAD FILE: 201406CP-04-SE

DATE: 08-16-05



SCALE 0 25 50
1" = 50 FEET
DR. KD [ch. DPB]
P.M. K. BELECK
BOOK 102-88
JOB 201406.30
FILE NO. 4102-54-04

CP-04

ROCHESTER HILLS FILE #05-016

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LEGEND

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	EXIST. CLEANOUT
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	PROP. SPOT ELEVATION
	PROP. GUTTER ELEVATION
	PROP. TOP OF CURB ELEVATION
	PROP. TOP OF ASPHALT ELEVATION
	PROP. TOP OF WALK ELEVATION
	PROP. RIM ELEVATION
	PROP. DRAINAGE ARROW
	A/C PAD

CONSTRUCTION SEQUENCE:

- 1.) Clear trees including brush and stumps from areas to be cleared. All stumps, chips, and debris associated with clearing shall be disposed of off-site.
- 2.) Mass grade site including excavation of detention pond. Maintain erosion control as required.
- 3.) Install sanitary sewer, water main and storm sewer. Immediately after installation of storm sewer install stone and sod inlet at all inlets to the storm sewer.
- 4.) Bring pavement areas to sub-base grade and place topsoil on side slopes verify that it has been checked by the engineer and corrected if necessary.
- 5.) Install pavement and backfill curbs. After installation of pavement replace stone inlet filters in paved areas.
- 6.) Finish grade, redistribute a minimum of 4" of top soil, seed and mulch all distributed areas and maintain temporary erosion controls as required.
- 7.) Upon completion, remove accumulated sediment and debris from storm system and remove soil erosion controls.

GRADING NOTES:

- 1.) ALL GRADES IN PAVEMENT ARE GUTTER OF 4" MOUNTABLE CURB UNLESS OTHERWISE INDICATED.
- 2.) ALL SIDE YARD AND REAR YARD SWALES TO HAVE A 1.0% MINIMUM SLOPE AND, ARE TO BE COMPLETED BY THE DEVELOPER WHEN SITE IS ROUGH GRADED.
- 3.) SLOPES FROM 2-4.5% SLOPES WILL BE SODDED, AND SLOPES EXCEEDING 4.5% WILL HAVE STAKED SOD.
- 4.) ALL PROPOSED GRADES WILL MATCH THE EXISTING GROUND ALONG THE SILT FENCE.
- 5.) ESTABLISH PERMANENT BENCHMARK ONSITE PRIOR TO CLEARING/DEMOLITION.
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- 7.) BIO-SWALES WILL BE INSTALLED ON THE SOUTHEAST PORTION OF THE SITE. THE DESIGN AND PLANTING PLAN WILL BE PREPARED FOR THE CONSTRUCTION PLAN.
- 8.) ALL FINISHED FLOOR ELEVATIONS ARE 1.5' ABOVE FINISH GRADE



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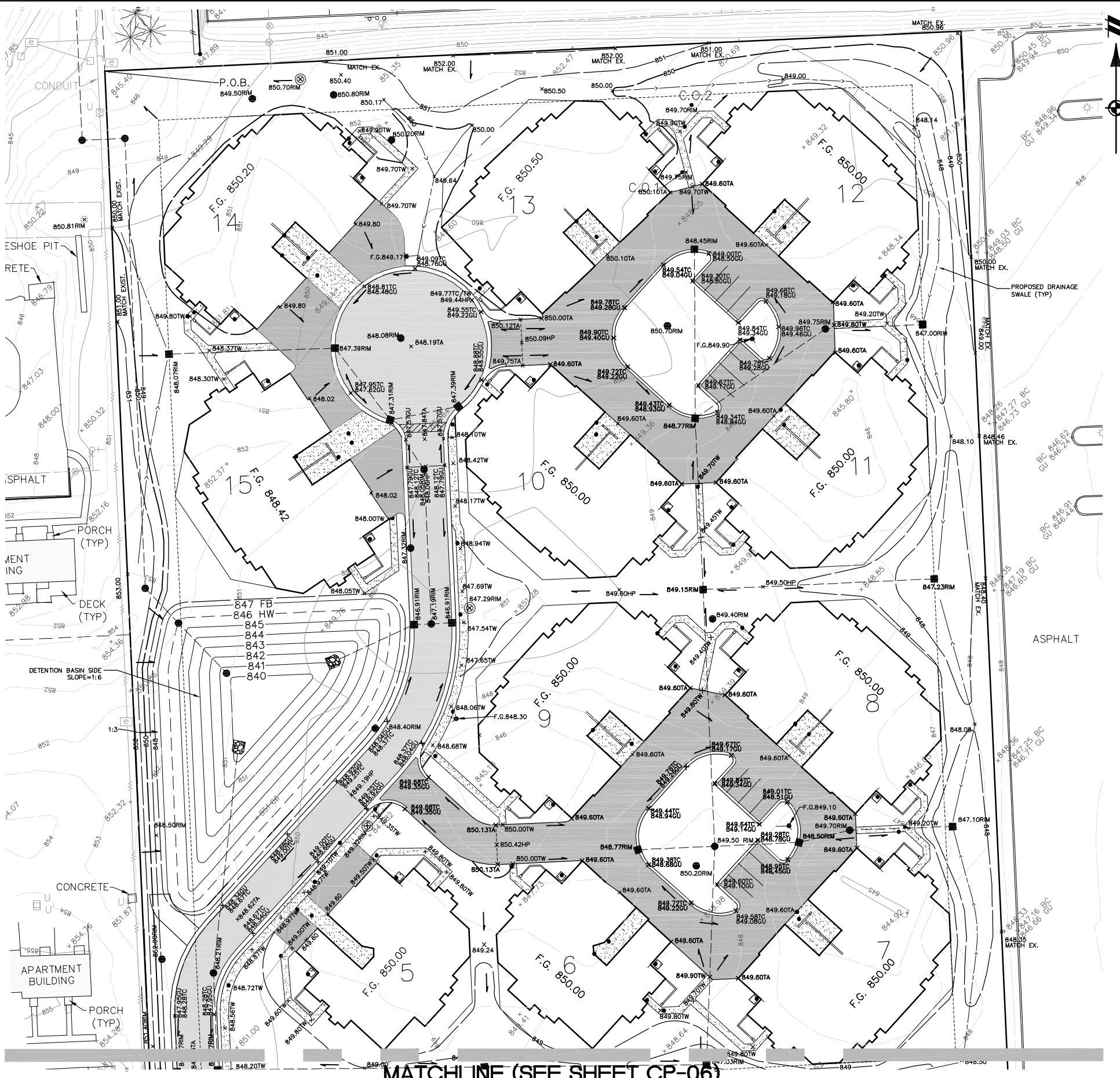
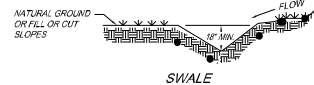
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NOTES:
 1. POSITIVE GRADE MUST BE PROVIDED TO ASSURE DRAINAGE. IF SLOPE EXCEEDS 2%, SEED AND MULCH SWALE. TRY NOT TO EXCEED 5% (HIGH RUNOFF VELOCITIES RESULT).
 2. MACHINE COMPACTION OF ALL FILL IS REQUIRED.

PROPOSED SWALE DETAIL
 (NOT TO SCALE)



MATCHLINE (SEE SHEET CP-06)

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LEGEND

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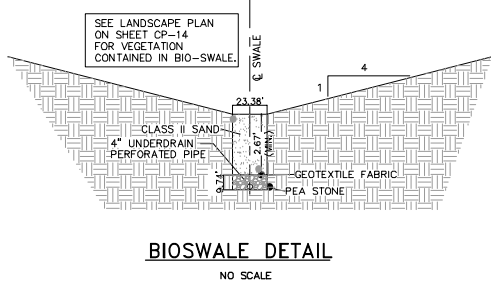
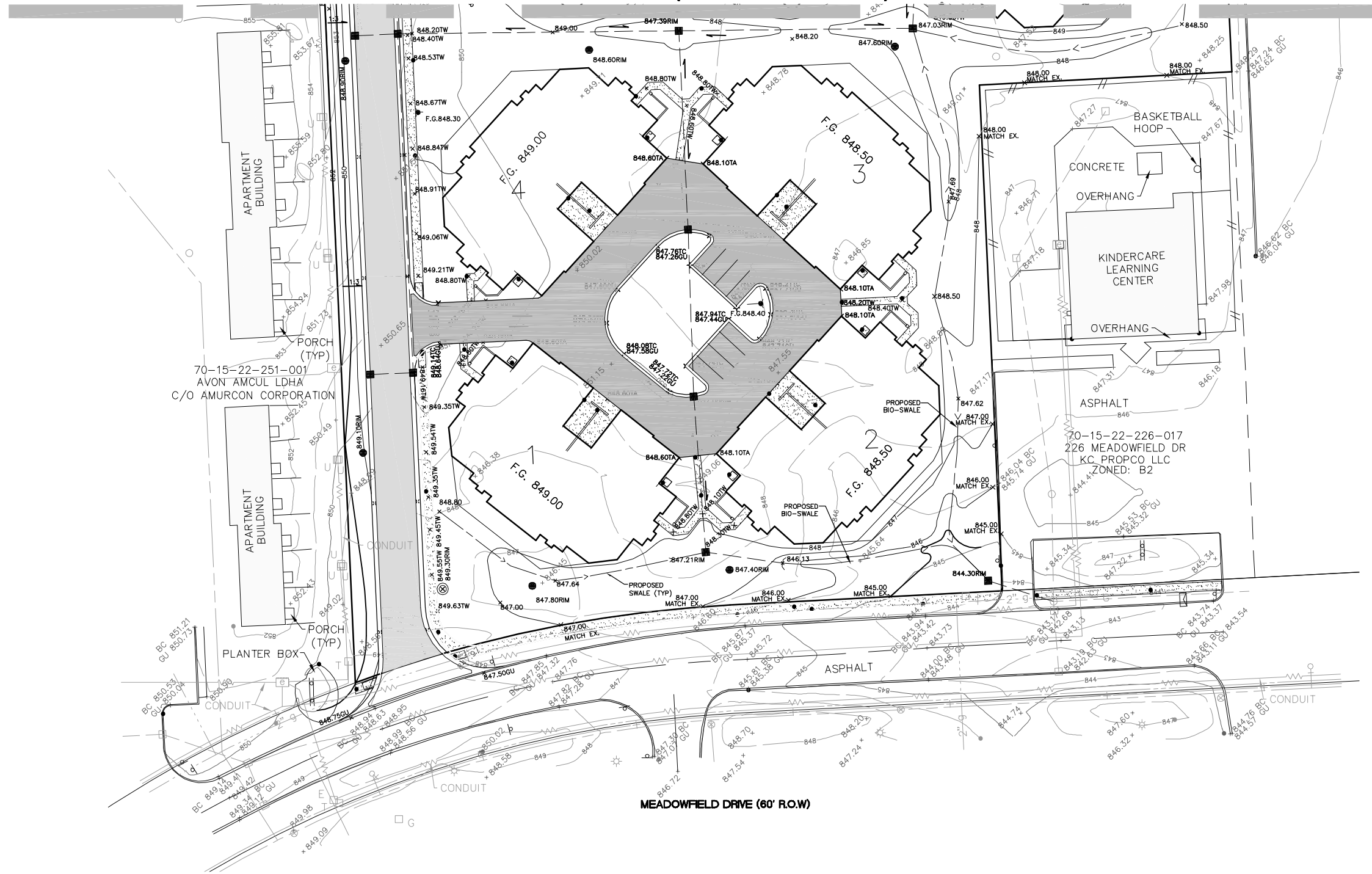
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MATCHLINE (SEE SHEET CP-05)



BIOSWALE DETAIL
NO SCALE

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SECTION 22
TOWN 3 NORTH, RANGE 11 EAST
CITY OF ROCHESTER HILLS
OAKLAND COUNTY, MICHIGAN

CLIENT	LOMBARDO ROCHESTER HILLS L.L.C.
PROJECT	SHEFFIELD DEVELOPMENT SITE PLANS
DESCRIPTION	DETAILED GRADING PLAN (SOUTH)

CAD FILE	201406CP-06-G
DATE	08-16-05

AI
SCALE 0 15 30
1" = 30 FEET
DR. KD CH. DPB
P.M. K. BELECK
BOOK 102-88
JOB 201406.30
FILE NO. 4102-54-06

ROCHESTER HILLS FILE #05-016

CP-06

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LEGEND

---	EXIST. STORM SEWER
---	PROP. STORM SEWER
○	EXIST. MANHOLE
○	PROP. MANHOLE
---	PROP. STORM SEWER LEAD/EDGE DRAIN
---	EXIST. CATCH BASIN/INLET
---	PROP. CATCH BASIN/INLET
---	END SECTION
---	EXIST. SANITARY SEWER
---	PROP. SANITARY SEWER
---	PROP. CLEANOUT
---	EXIST. WATER MAIN
---	PROP. WATER MAIN
---	EXIST. HYDRANT
---	PROP. HYDRANT
---	EXIST. GATE VALVE IN MANHOLE
---	EXIST. OVERHEAD ELECTRIC
---	EXIST. UTILITY POLE
---	EXIST. CURB AND GUTTER
---	PROP. CURB AND GUTTER
---	SECTION CORNER
---	WETLAND
---	APPROXIMATE EXISTING GAS
---	EXISTING GAS RISER
---	EXISTING ELECTRIC TRANSFORMER
---	EXISTING ELECTRIC RISER
---	EXISTING CABLE RISER
---	EXISTING TELEPHONE RISER
---	PROP. UTILITY EASEMENT
---	PROP. WATERMAIN EASEMENT
---	PROP. SANITARY EASEMENT

CITY OF ROCHESTER HILLS FIRE DEPARTMENT NOTES:

- CONTRACTOR SHALL VERIFY DEPTH AND LOCATION OF EXISTING UTILITIES.
- FIRE LANES SHALL BE DESIGNATED BY THE FIRE CODE OFFICIAL, AND SHALL BE CONSPICUOUSLY POSED ON BOTH SIDES OF THE FIRE LANE, WITH FIRE LANES SIGNS SPACED NOT MORE THAN 100 FEET APART, "NO STOPPING, STANDING, PARKING, FIRE LANE"; AND IN CONFORMANCE WITH THE MICHIGAN MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES.
- OPEN BURNING IS NOT PERMITTED INCLUDING THE BURNING OF TRASH, DEBRIS, OR LAND CLEARING MATERIALS. OPEN BURNING FOR WARMING SAND AND/OR WATER FOR THE PREPARATION OF MORTAR SHALL BE WITHIN THE CITY OF ROCHESTER HILLS BURN PERMIT GUIDELINES.
- CONSTRUCTION SITES SHALL BE SAFEGUARDED IN ACCORDANCE WITH UNIFORM FIRE CODE ARTICLE 87; THIS INCLUDES MAINTAINING FIRE DEPARTMENT ACCESS ROADS AND FIRE HYDRANTS OPERATIONAL PRIOR TO BUILDING CONSTRUCTION.
- FIRE HYDRANTS WILL BE OPERATIONAL PRIOR TO BUILDING CONSTRUCTION BASED ON THE UNIFORM FIRE CODE.

UTILITY QUANTITIES:

SANITARY
 16 MANHOLES
 2 CLEAN-OUTS
 1946 L.F. OF 8" ABS TRUSS
 644 L.F. OF 6" ABS SDR 23.5

WATER
 1678 L.F. OF 8" D.I.P CL. 54
 1081 L.F. OF 2" TYPE "K" COPPER
 4 GV&W
 5 HYDRANTS

UTILITY CROSSING TABLE

CROSSING NUMBER	TOP UTILITY	B/P ELEVATION	BOTTOM UTILITY	T/P ELEVATION	CLEARANCE	COMMENTS
1	EX ELECTRIC*	841.10	S STORM	836.84	4.26'	
2	EX ELECTRIC*	841.70	S STORM	837.17	4.53'	
3	12" STORM	838.88	8" SANITARY	832.48	6.40'	
4	EX ELECTRIC*	846.80	6" SANITARY	832.09	14.81'	
5	12" STORM	841.88	2" WATER	840.38	1.50'	DIP WATER
6	2" WATER	841.83	8" SANITARY	834.12	7.71'	
7	2" WATER	846.22	8" STORM	844.11	1.51'	
8	2" WATER	846.51	8" STORM	845.01	1.50'	
9	2" WATER	846.56	8" SANITARY	833.35	13.21'	
10	12" STORM	842.30	8" WATER	840.80	1.50'	
11	8" WATER	840.72	8" SANITARY	834.21	6.51'	DIP WATER
12	8" WATER	842.00	6" SANITARY	838.97	3.03'	
13	6" STORM	844.75	8" SANITARY	834.26	10.49'	
14	6" STORM	844.55	8" WATER	842.24	2.31'	
15	12" STORM	842.40	8" SANITARY	834.29	8.11'	
16	12" STORM	842.42	8" WATER	840.92	1.50'	DIP WATER
17	12" STORM	841.88	8" SANITARY	838.57	3.31'	
18	8" WATER	842.09	8" SANITARY	838.72	3.33'	
19	12" STORM	841.44	8" SANITARY	834.90	6.54'	
20	8" WATER	842.22	6" SANITARY	839.36	2.86'	
21	30" STORM	839.87	8" SANITARY	836.83	4.04'	
22	NOT USED					
23	NOT USED					
24	8" STORM	842.36	8" WATER	840.86	1.50'	DIP WATER
25	6" STORM	841.39	8" WATER	840.49	1.50'	DIP WATER
26	30" STORM	839.99	8" WATER	838.49	1.50'	DIP WATER
27	12" STORM	841.53	8" SANITARY	836.59	4.94'	
28	30" STORM	840.28	8" SANITARY	837.11	2.57'	
29	6" STORM	842.15	8" SANITARY	837.28	4.87'	
30	24" STORM	840.56	8" SANITARY	837.31	3.25'	
31	6" STORM	842.15	8" SANITARY	837.34	4.81'	
32	27" STORM	840.55	8" SANITARY	838.42	1.93'	
33	27" STORM	840.46	8" SANITARY	837.94	2.52'	
34	6" STORM	842.61	8" SANITARY	837.97	4.64'	
35	8" STORM	843.89	8" WATER	842.49	1.50'	DIP WATER
36	8" SANITARY	837.51	8" WATER	836.01	1.50'	DIP WATER
37	24" STORM	840.92	8" WATER	838.42	1.50'	
38	2" WATER	844.86	8" STORM	843.36	1.50'	
39	2" WATER	846.11	8" STORM	844.61	1.50'	
40	2" WATER	846.17	6" STORM	844.67	1.50'	
41	24" STORM	840.91	8" SANITARY	838.81	2.10'	
42	6" STORM	843.93	8" SANITARY	838.57	5.36'	
43	6" STORM	844.10	6" SANITARY	839.14	4.96'	
44	12" STORM	841.64	6" SANITARY	839.24	2.40'	
45	2" WATER	844.88	12" STORM	843.40	1.48'	
46	2" WATER	846.55	8" STORM	844.05	1.50'	
47	6" STORM	844.58	6" SANITARY	836.41	9.17'	
48	24" STORM	840.92	8" WATER	839.42	1.50'	DIP WATER
49	8" WATER	841.83	8" SANITARY	837.87	4.16'	
50	EX GAS*	845.00	8" WATER	841.50	3.50'	
51	EX ELECTRIC*	845.00	8" WATER	841.50	3.50'	
52	EX ELECTRIC*	846.00	8" WATER	842.50	3.50'	
53	EX ELECTRIC*	847.50	8" WATER	844.00	3.50'	
54	EX CABLE*	847.50	8" WATER	844.00	3.50'	
55	EX TELEPHONE*	847.50	8" WATER	844.00	3.50'	

* - Assumed 30" Below Finished Grade

SANITARY SEWER LEAD CHART

TO BUILDING	LEAD INVERT AT MAIN	PIPE SIZE (IN.)	LEAD LENGTH (FT.)	LEAD SLOPE (%)	RISER (FT.)	INVERT AT BUILDING
1	837.18	6	11	1.00	1	838.29
2	838.58	6	37	1.00	1	839.95
3	837.20	6	24	1.00	0	837.44
4	836.23	6	22	1.00	2	838.45
5	836.31	6	23	1.00	1	837.54
6	836.82	6	32	1.00	1	838.14
7	837.46	6	31	1.00	1	838.77
8	838.49	6	32	1.00	0	838.81
9	834.39	6	67	1.00	4	839.06
10	833.97	6	50	1.00	4	838.47
11	838.49	6	45	1.00	0	838.94
12	835.15	6	122	1.00	2	838.22
13	833.32	6	37	1.00	5	838.69
14	832.74	6	13	1.00	6	838.87
15	834.26	6	47	1.00	3	837.73

SANITARY SEWER CHART

FROM STRUCTURE NUMBER	TO STRUCTURE NUMBER	RIM ELEVATION (UPSTREAM)	RIM ELEVATION (DOWNSTREAM)	PIPE SIZE (IN.)	LENGTH (FT.)	SLOPE (%)	INVERT ELEVATION IN	INVERT ELEVATION OUT	COVER (UPSTREAM)	COVER (DOWNSTREAM)
S11A	S11	849.40	850.20	8	144	1.00	840.03	838.59	8.71	10.95
S11	S10	850.20	847.60	8	126	1.00	838.49	837.23	11.05	9.71
S10	S9	847.60	848.60	8	169	0.40	837.13	836.45	9.81	11.48
S9	S8	848.60	848.90	8	135	0.40	836.35	835.81	11.58	12.42
S8	S7	848.90	852.00	8	80	0.40	835.71	835.39	12.52	15.94
S7	S6	852.00	848.40	8	183	0.40	835.29	834.56	16.04	13.18
S6	S5	848.40	847.32	8	107	0.40	834.46	834.03	13.28	12.62
S5	S4	847.32	848.08	8	122	0.40	833.93	833.44	12.72	13.97
S4	S3	848.08	850.20	8	116	0.40	833.34	832.88	14.07	16.66
S3	S2	850.20	849.75	8	43	0.40	832.78	832.61	16.76	16.48
S2	S1	849.75	849.50	8	48	0.40	832.51	832.31	16.58	16.52
S1	EX S5	849.50	850.81	8	121	0.40	832.21	831.73	16.62	18.41
C0 2	C0 1	849.70	849.75	6	39	1.00	835.85	835.48	13.35	13.79
C0 1	S15	849.75	850.70	6	90	1.00	835.36	834.48	13.98	15.74
S15	S4	850.70	848.08	6	156	1.00	835.00	833.44	15.03	13.97
EX S6	S10	847.04	847.60	8	56	0.40	837.45	837.23	8.92	9.71
S14	S13	847.10	847.80	8	110	1.00	838.45	837.35	7.98	9.78
S13	S12	847.80	849.10	8	119	0.40	837.25	836.78	9.88	11.66
S12	S8	849.10	848.90	8	217	0.40	836.68	835.81	11.76	12.42

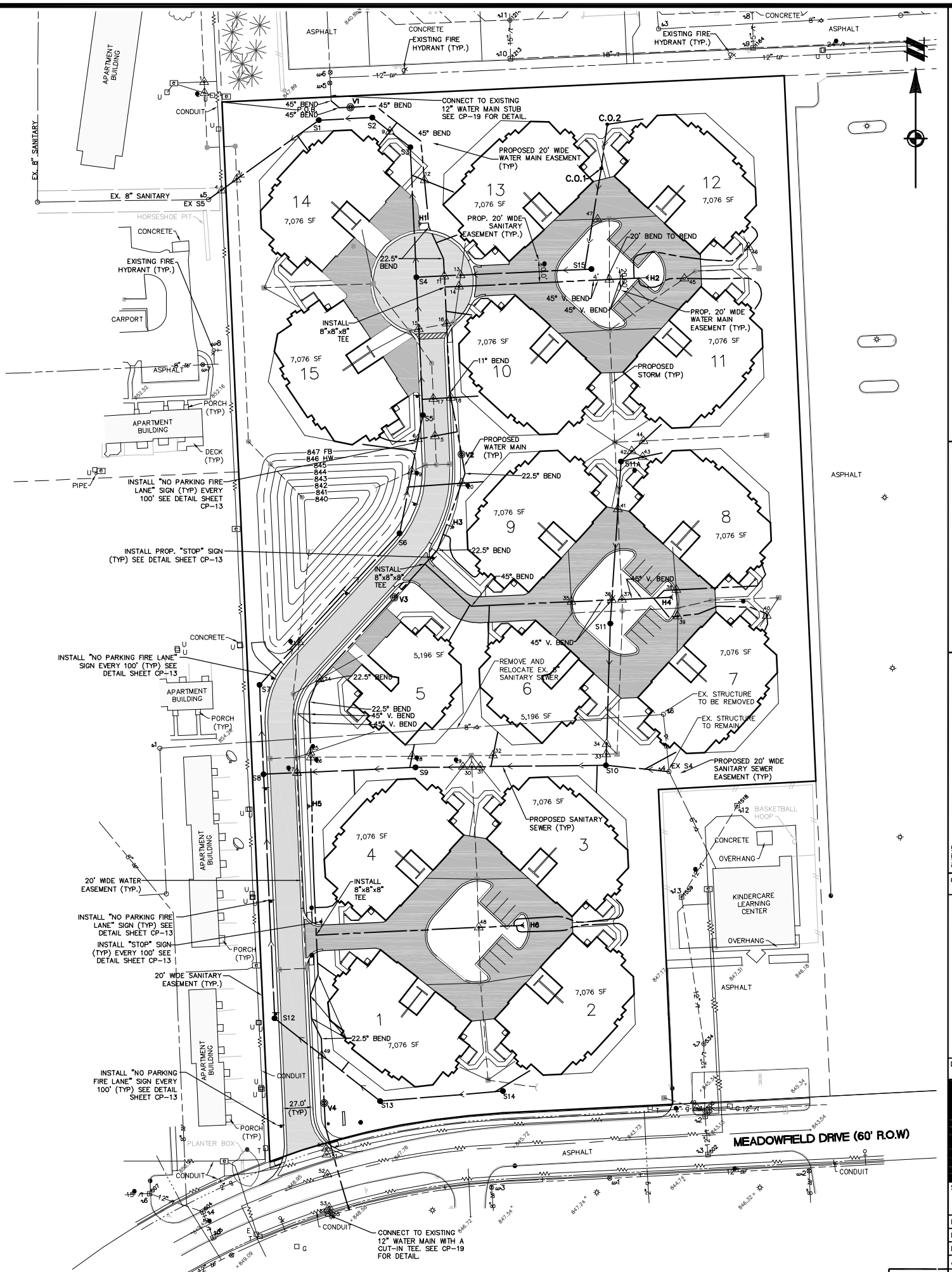
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FOR THE LOCATION OF UNDERGROUND FACILITIES

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 AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

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

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MICHIGAN ILLINOIS OHIO FLORIDA

SECTION 22

TOWN 3 NORTH, RANGE 11 EAST

CITY OF ROCHESTER HILLS

OAKLAND COUNTY, MICHIGAN

CLIENT: LOMBARDO ROCHESTER HILLS L.L.C.

SHEFFIELD DEVELOPMENT SITE PLANS

OVERALL UTILITY PLAN

CAD FILE: 201406CP-07-U

DATE: 08-16-05

SCALE: 0 25 50
 1" = 50 FEET

DR. KMD | CH. DPB

P.M. K. BELECK

BOOK 102-88

JOB 201406.30

FILE NO. 4102-54-07

ROCHESTER HILLS FILE #05-016

CP-07

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LANDSCAPE NOTES

- SIZES SPECIFIED IN THE PLANT LIST ARE MINIMUM SIZES TO WHICH THE PLANTS ARE TO BE INSTALLED.
- ALL LANDSCAPING SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH THE CITY OF ROCHESTER HILLS STANDARDS AND IN ACCORDANCE WITH CURRENT INDUSTRY STANDARDS IN A NEAT, HEALTHY AND WEED FREE CONDITION.
- THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFICATION OF ALL UNDERGROUND AND OVERHEAD UTILITIES. PLANT MATERIAL IS TO BE LOCATED SUCH THAT IT WILL NOT INTERFERE WITH ANY UNDERGROUND OR OVERHEAD UTILITIES.
- PRIOR TO ANY LAND CLEARING OR CONSTRUCTION, TREE PROTECTION FENCING IS TO BE INSTALLED BY THE CONTRACTOR. THIS FENCING SHALL BE INSTALLED AT THE DRIP LINE OF ALL TREES AND SHRUBS AND MUST BE MAINTAINED AS APPROVED FOR THE DURATION OF THE PROJECT. NO CUTTING, FILLING OR TRESPASSING SHALL OCCUR INSIDE THE FENCED AREAS.
- PLANT TREES AND SHRUBS NO CLOSER THAN THE FOLLOWING MINIMUM DISTANCES FROM SIDEWALKS, CURBS AND PARKING STALLS:
 A. SHADE/CANOPY TREES 5 FEET
 B. ORNAMENTAL/FLOWERING TREES 10 FEET
 C. EVERGREEN TREES 10 FEET
 D. EVERGREEN/FLOWERING SHRUBS 4 FEET
- DIG SHRUB PITS 1' LARGER THAN SHRUB ROOT BALLS AND TREE PITS 2' LARGER THAN ROOT BALLS. BACKFILL WITH ONE PART TOP SOIL AND ONE PART SOIL FROM THE EXCAVATED PLANTING HOLE, AND A FERTILIZER MIX. PLANT TREES AND SHRUBS AT THE SAME GRADE LEVEL AT WHICH THEY WERE PLANTED AT THE NURSERY. IF WET, CLAY SOILS ARE EVIDENT, PLANT TREES AND SHRUBS HIGHER.
- REMOVE ALL TWINE, WIRE AND BURLAP FROM THE TOP 1/3 OF TREE AND SHRUB EARTH BALLS AND FROM TREE TRUNKS.
- NATURAL COLOR, FINELY SHREDDED HARDWOOD BARK MULCH REQUIRED FOR ALL PLANTINGS. 4" THICK BARK MULCH FOR TREES IN 4'-FOOT DIAMETER CIRCLE WITH 3" PULLED AWAY FROM TRUNK. 3" THICK BARK FOR SHRUBS AND 2" THICK BARK FOR PERENNIALS.
- SHRUB BED EDGING SHALL BE RYERSON STEEL 4"X 3/16" OR EQUAL.

LANDSCAPE NOTES (Continued)

- BACKFILL DIRECTLY BEHIND ALL CURBS AND ALONG SIDEWALKS AND COMPACT TO THE TOP OF CURB OR WALK TO SUPPORT VEHICLE AND PEDESTRIAN WEIGHT WITHOUT SETTLING.
- ALL LANDSCAPE AREAS, ESPECIALLY PARKING LOT ISLANDS AND LANDSCAPE BEDS NEXT TO BUILDINGS SHALL BE EXCAVATED OF ALL BUILDING MATERIALS AND POOR SOILS TO A DEPTH OF 12-18" AND BACKFILLED WITH GOOD, MEDIUM TEXTURED PLANTING SOIL (LOAM OR LIGHT YELLOW CLAY). ADD 4-6" OF TOPSOIL OVER FILL MATERIAL AND CROWN A MINIMUM OF 6" ABOVE TOP OF CURBS AND/OR WALKS AFTER EARTH SETTLING UNLESS OTHERWISE NOTED ON THE LANDSCAPE PLAN.
- ALL DISTURBED UNPAVED AREAS ARE TO BE SODDED OR SEEDED OVER A MINIMUM OF 4-INCH DEPTH OF TOPSOIL. REFER TO PLAN FOR LOCATIONS.
- LANDSCAPE BERMS ARE TO BE CONSTRUCTED OF LOAM SOILS AND ARE TO BE FREE OF CONSTRUCTION MATERIALS AND DEBRIS. USE OF HEAVY CLAYS FOR BERM CONSTRUCTION MUST BE APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION. SLOPES ARE TO BE NO STEEPER THAN 1:3 UNLESS OTHERWISE SPECIFIED ON THE LANDSCAPE PLAN.
- ALL LANDSCAPE AREAS SHALL BE IRRIGATED BY AUTOMATIC UNDERGROUND IRRIGATION SYSTEM. LAWN AND SHRUB/LANDSCAPE AREAS SHALL BE WATERED BY SEPARATE ZONES TO MINIMIZE OVERWATERING.
- PLANT MATERIAL TO BE No.1 GRADE NORTHERN NURSERY GROWN.
- PLANT MATERIAL IS TO BE GUARANTEED FOR A PERIOD OF TWO YEARS WHICH BEGINS UPON THE APPROVAL OF THE LANDSCAPING BY THE CITY OF ROCHESTER HILLS LANDSCAPE ARCHITECT.
- FALLING MATERIAL WILL BE REPLACED WITHIN ONE YEAR OR THE NEXT APPROPRIATE PLANTING SEASON.
- ALL SUBSTITUTIONS OR DEVIATIONS FROM THE LANDSCAPE PLAN MUST BE APPROVED BY THE CITY OF ROCHESTER HILLS WRAP TO INSTALLATION.
- ALL TREE STAKES, GUY WIRES AND TREE WRAP SHALL BE REMOVED AFTER ONE WINTER SEASON.
- DETENTION POND SEED MIXTURE SHALL BE CONSISTENT WITH THE SPECIFICATIONS STATED IN THE OAKLAND COUNTY EROSION CONTROL MANUAL.

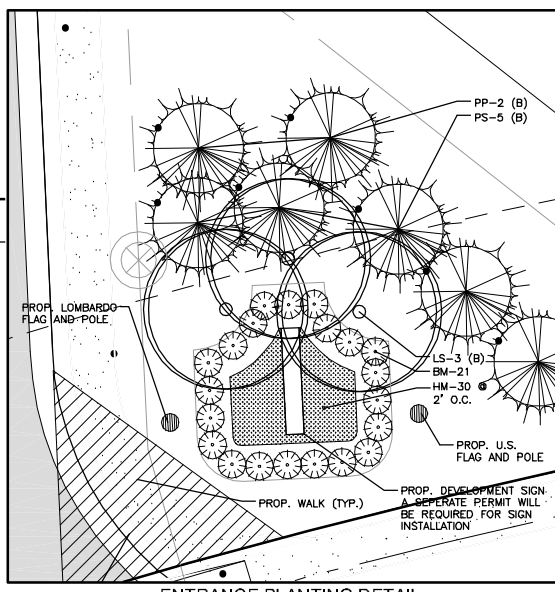
SITE LANDSCAPE PLANT SCHEDULE

KEY.	QTY.	SPECIES	SIZE	SPEC.	UNIT COST	TOTAL COST
ASG	11	Acer saccharum 'Green Mountain'	3" Cal.	B&B	\$425.00	\$4,675.00
		Green Mountain Sugar Maple				
LS	3	Liquidambar styraciflua Sweet Gum	3" Cal.	B&B	\$425.00	\$1,275.00
PG	3	Picea glauca White Spruce	Min. 10'	B&B	\$500.00	\$1,500.00
PN	6	Pinus nigra Austrian Pine	Min. 10'	B&B	\$500.00	\$3,000.00
PP	2	Picea pungens Colorado Blue Spruce	Min. 10'	B&B	\$500.00	\$1,000.00
PS	5	Pinus strobus Eastern White Pine	Min. 10'	B&B	\$500.00	\$2,500.00
TOTAL COST						\$13,950.00

KEY.	QTY.	SPECIES	SIZE	SPEC.	UNIT COST	TOTAL COST	TOTAL REPLACEMENT CREDITS
ASG	12	Acer saccharum 'Green Mountain'	3" Cal.	B&B	\$425.00	\$5,100.00	24
		Green Mountain Sugar Maple					
LS	16	Liquidambar styraciflua Sweet Gum	3" Cal.	B&B	\$425.00	\$6,800.00	32
PC	13	Prunus sargentii Sargent Cherry	3" Cal.	B&B	\$425.00	\$5,525.00	26
QR	16	Quercus robur English Oak	3" Cal.	B&B	\$425.00	\$6,800.00	32
PG	48	Picea glauca White Spruce	Min. 10'	B&B	\$500.00	\$24,000.00	96
PN	27	Pinus nigra Austrian Pine	Min. 10'	B&B	\$500.00	\$13,500.00	54
PP	83	Picea pungens Colorado Blue Spruce	Min. 10'	B&B	\$500.00	\$41,500.00	166
TOTAL COST						\$103,225.00	TOTAL CREDITS 430

KEY.	QTY.	SPECIES	SIZE	SPEC.	UNIT COST	TOTAL COST
GT	7	Gleditsia l.i. 'True Shade'	3" Cal.	B&B	\$425.00	\$2,975.00
		True Shade Honeylocust				
LS	3	Liquidambar styraciflua Sweet Gum	3" Cal.	B&B	\$425.00	\$1,275.00
PN	8	Pinus nigra Austrian Pine	Min. 10'	B&B	\$500.00	\$4,000.00
BM	21	Buxus x microphylla 'Winter Gem'	24"	B&B	\$45.00	\$945.00
		Winter Gem Boxwood				
HM	30	Hemmercallis x 'Stella De Oro'	1 gal.	Container	\$20.00	\$600.00
		Stella De Oro Daylily				
SOD	16,000	Sy Poa Pratensis 'Marion'			\$4.00	\$64,000.00
		Marion Kentucky Bluegrass				
TOTAL COST						\$73,795.00

KEY.	QTY.	SPECIES	SIZE	SPEC.	UNIT COST	TOTAL COST
CA	28	Cephalanthus occidentalis Buttonbush	24"-36"	B&B	\$45.00	\$1,260.00
CO	21	Cornus stolonifera Red Osier Dogwood	24"-36"	B&B	\$45.00	\$945.00
IVA	17	Ilex verticillata Winterberry	24"-36"	B&B	\$45.00	\$765.00
TOTAL COST						\$2,970.00
GRAND TOTAL						\$193,940.00



ENTRANCE PLANTING DETAIL
SCALE: 1"=10'-0"

CITY OF ROCHESTER HILLS LANDSCAPE NOTES

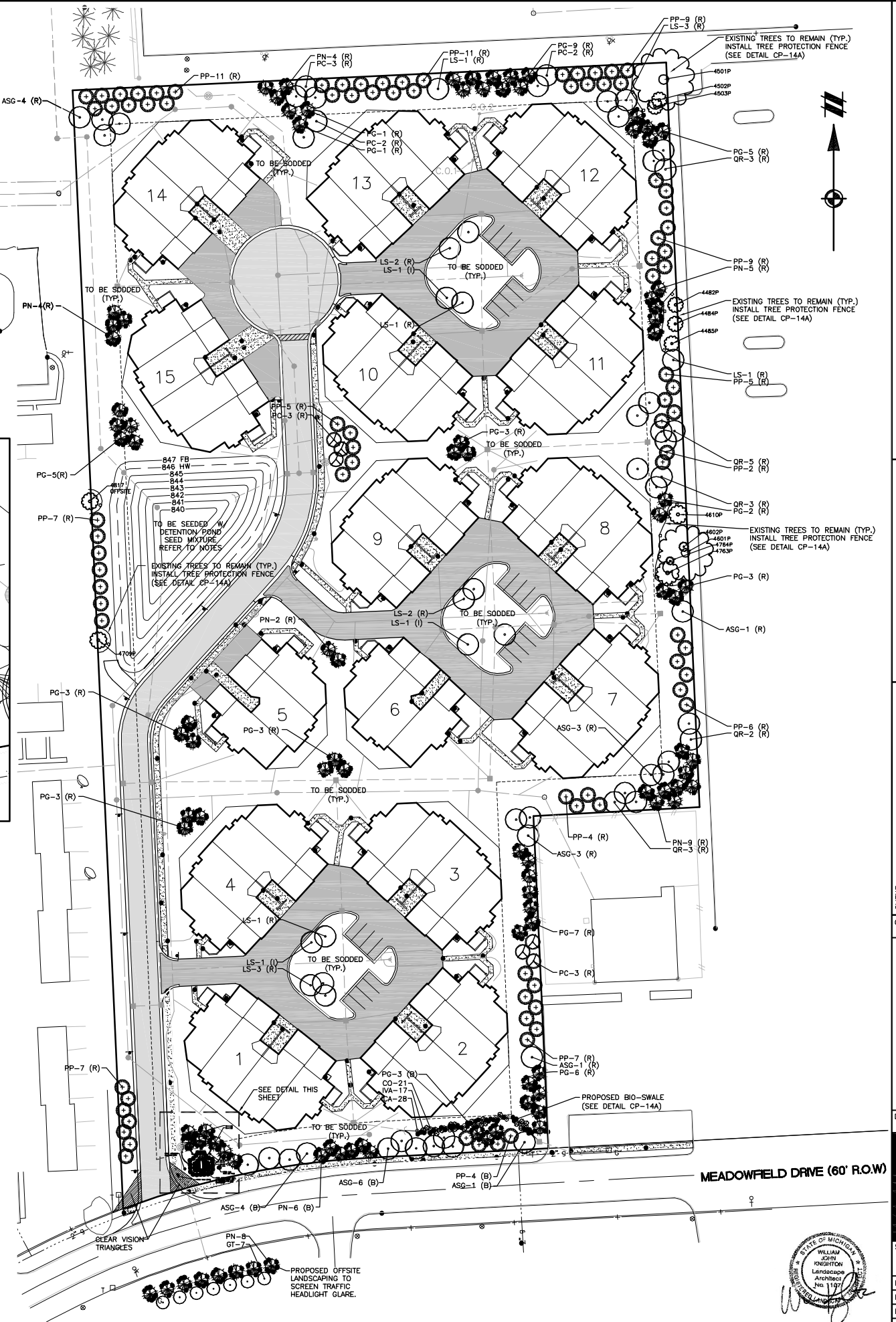
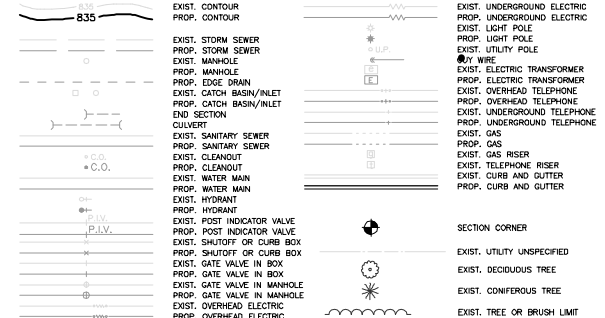
- 1. All plants shall be installed in accordance with the City of Rochester Hills Standards and in accordance with current industry standards in a neat, healthy and weed free condition.
- 2. The landscape contractor shall be responsible for verification of all underground and overhead utilities. Plant material is to be located such that it will not interfere with any underground or overhead utilities.
- 3. Prior to any land clearing or construction, tree protection fencing is to be installed by the contractor. This fencing shall be installed at the drip line of all trees and shrubs and must be maintained as approved for the duration of the project. No cutting, filling or trespassing shall occur inside the fenced areas.
- 4. Plant trees and shrubs no closer than the following minimum distances from sidewalks, curbs and parking stalls:
 A. Shade/Canopy Trees 5 feet
 B. Ornamental/Flowering Trees 10 feet
 C. Evergreen Trees 10 feet
 D. Evergreen/Flowering Shrubs 4 feet
- 5. Dig shrub pits 1' larger than shrub root balls and tree pits 2' larger than root balls. Backfill with one part top soil and one part soil from the excavated planting hole, and a fertilizer mix. Plant trees and shrubs at the same grade level at which they were planted at the nursery. If wet, clay soils are evident, plant trees and shrubs higher.
- 6. Remove all twine, wire and burlap from the top 1/3 of tree and shrub earth balls and from tree trunks.
- 7. Natural color, finely shredded hardwood bark mulch required for all plantings. 4" thick bark mulch for trees in 4'-foot diameter circle with 3" pulled away from trunk. 3" thick bark for shrubs and 2" thick bark for perennials.
- 8. Shrub bed edging shall be Ryerson Steel 4" x 3/16" or equal.
- 9. Backfill directly behind all curbs and along sidewalks and compact to the top of curb or walk to support vehicle and pedestrian weight without settling.
- 10. All landscape areas, especially parking lot islands and landscape beds next to buildings shall be excavated of all building materials and poor soils to a depth of 12-18" and backfilled with good, medium textured planting soil (loam or light yellow clay). Add 4-6" of topsoil over fill material and crown a minimum of 6" above top of curbs and/or walks after earth settling unless otherwise noted on the landscape plan.
- 11. All disturbed unpaved areas are to be sodded or seeded over a minimum of 4-inch depth of topsoil. Refer to plan for locations.
- 12. Landscape berms are to be constructed of loam soils and are to be free of construction materials and debris. Use of heavy clays for berm construction must be approved by the landscape architect prior to installation. Slopes are to be no steeper than 1:3 unless otherwise specified on the landscape plan.
- 13. All landscape areas shall be irrigated by automatic underground irrigation system. Lawns and shrub/landscape areas shall be watered by separate zones to minimize overwatering.
- 14. Plant material to be No. 1 grade northern nursery grown.
- 15. Plant material is to be guaranteed for a period of two years which begins upon the approval of the landscaping by the City of Rochester Hills Landscape Architect.
- 16. Falling material will be replaced within one year or the next appropriate planting season.
- 17. All substitutions or deviations from the landscape plan must be approved by the City of Rochester Hills prior to installation.
- 18. All tree stakes, guy wires and tree wrap shall be removed after one winter season.
- 19. Detention pond seed mixture shall be consistent with the specifications stated in the Oakland County Erosion Control Manual.



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LEGEND



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 MICHIGAN ILLINOIS OHIO

SECTION 22	TOWN 3	NORTH RANGE 11	EAST
CITY OF ROCHESTER HILLS			
OAKLAND COUNTY, MICHIGAN			

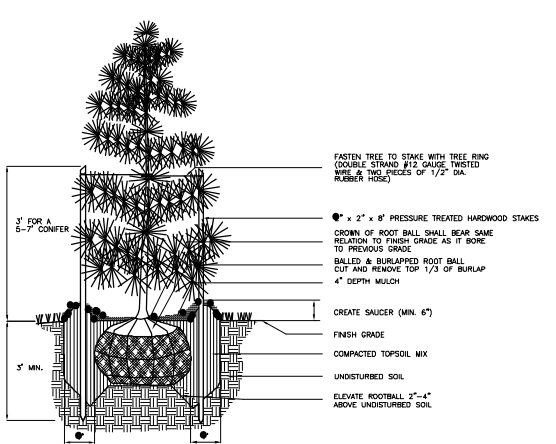
CLIENT	LOMBARDO ROCHESTER HILLS L.L.C.
MEADOWFIELD DEVELOPMENT	
SITE PLAN	
LANDSCAPING PLAN	
CAD FILE	201406CP-14-LS

DATE	06-10-05
REVISIONS	
12-12-2005	SUBMIT FOR SITE PLAN APPROVAL
11-4-2005	SUBMIT FOR SITE PLAN APPROVAL
8-11-2005	SUBMIT FOR SITE PLAN APPROVAL
7-29-2005	SUBMIT FOR SITE PLAN APPROVAL
8-10-2005	SUBMIT FOR PRELIMINARY PID APPROVAL

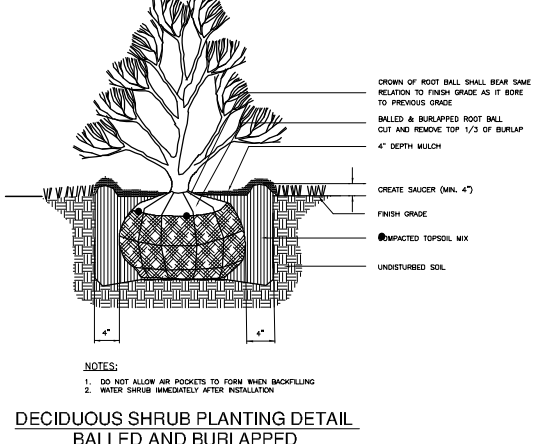
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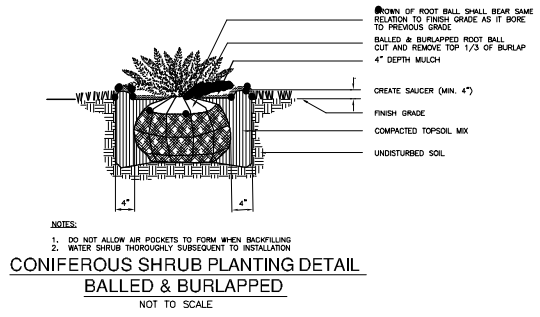
NOT FOR CONSTRUCTION



**CONIFEROUS TREE PLANTING DETAIL
BALLED & BURLAPPED**
NOT TO SCALE



**DECIDUOUS SHRUB PLANTING DETAIL
BALLED AND BURLAPPED**
NOT TO SCALE



**CONIFEROUS SHRUB PLANTING DETAIL
BALLED & BURLAPPED**
NOT TO SCALE

LANDSCAPE CALCULATIONS

(TCO) TREE CONSERVATION ORDINANCE

TOTAL NUMBER OF TREES SURVEYED	669
MINUS TOTAL NUMBER OF DEAD TREES	-8
MINUS TOTAL NUMBER OF ASH TREES	-234*
MINUS TOTAL NUMBER OF OFF-SITE TREES	-1
TOTAL NUMBER OF REGULATED TREES	427
NUMBER OF REGULATED TREES TO BE REMOVED	415
TOTAL NUMBER OF TREES TO BE PRESERVED	12
TOTAL NUMBER OF REGULATED TREES BEING REPLACED	215** = 430 TREE CREDITS

TREE CREDITS REQUIRED 415
 TREE CREDITS PROVIDED 442 = 12+(215x2)
 * THE NUMBER OF ASH TREES MAY CHANGE BASED ON FIELD VERIFICATION.
 ** DUE TO THE SIZE OF THE REPLACEMENT TREES, EACH TREE WILL COUNT AS TWO (2) TOWARD THE TOTAL NUMBER OF REGULATED TREES BEING REPLACED. (SEE GRAPH BELOW)

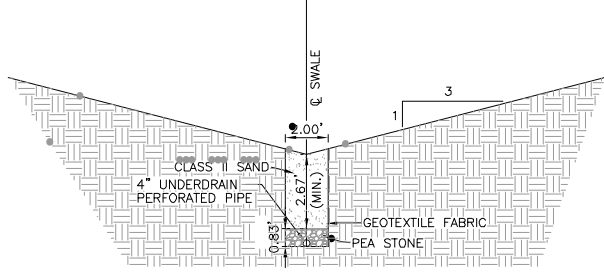
Replacement tree size	Number of tree credits earned
2" caliper deciduous tree	1
2 1/2" caliper deciduous tree	1.5
3" caliper deciduous tree	2
6" evergreen tree	1.5
9" evergreen tree	1.5
1 1/2" evergreen tree	2

**CITY OF ROCHESTER HILLS
TREE REPLACEMENT CHART**

PARKING LOT ISLAND TREES

—ONE (1) TREE REQUIRED PER ISLAND. PLUS 150 SF. OF LANDSCAPE AREA PER ISLAND.

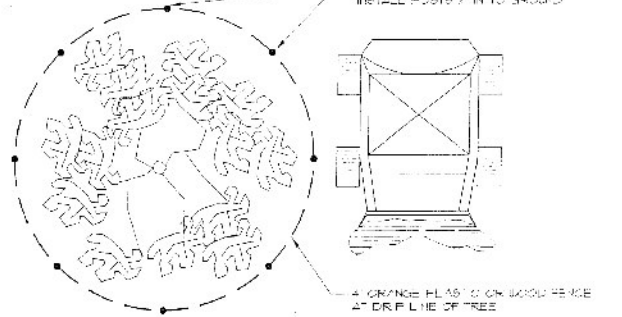
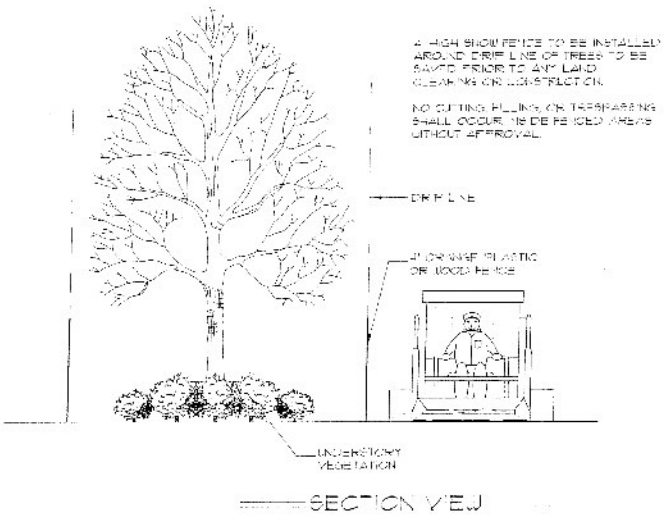
LANDSCAPE AREA REQUIRED	450 SF.
LANDSCAPE AREA PROVIDED	13,068 SF.
TREES REQUIRED	3
TREES PROVIDED	3



BIO-SWALE DETAIL
NOT TO SCALE

TREE PROTECTION NOTES

- The tree protection fencing (TPF) shall be erected per the plans approved by the City of Rochester Hills Planning Department. The TPF must be in place and be inspected by the City of Rochester Hills' Landscape Architect prior to the start of any earthwork or construction operations. It is the developer's responsibility to contact the City Planning Department at 1-248-656-4660 to schedule a TPF inspection. The TPF shall remain in place throughout the entire construction process or until the City authorizes the removal or issues a final Certificate of Occupancy, whichever occurs first.
- Upon completion of grading and the installation of the infrastructure a second inspection of the TPF and the trees designated for preservation is required by the City of Rochester Hills' Landscape Architect prior to the start of any additional construction. It is the developer's responsibility to contact the City Planning Department at 1-248-656-4660 to schedule this TPF inspection.
- Upon completion of all construction and prior to the removal of the TPF the City of Rochester Hills' Landscape Architect must inspect all trees designated to be preserved. The Landscape Performance Bond will not be released until this inspection is complete and all related issues are resolved. It is the developer's responsibility to contact the City Planning Department at 1-248-656-4660 to schedule this inspection.
- A final inspection by the City of Rochester Hills' Landscape Architect is required at the end of the warranty and maintenance period. The Landscape Maintenance Bond will not be released until this inspection is complete and all related issues are resolved. It is the developer's responsibility to contact the City Planning Department at 1-248-656-4660 to schedule this inspection.
- The Tree Conservation Ordinance prohibits any construction or development activities within the drip line of and regulated trees not approved for removal, including but not limited to land clearing, grubbing, trenching, grading or filling, no person shall place any solvents, building material, construction equipment, soil deposits, or harmful materials within the drip line limit of trees designated for preservation.
- Proposed grades are to match the existing elevations outside the limits of the TPF. No grading either cut or fill is permitted within the drip line of any tree designated for preservation.
- During the construction process no person shall attach any devices or wire/cable/cord/drape to an existing tree designated to be preserved.
- All utility service requests must include notification to the installer that protected trees must be avoided. All trenching shall occur outside the TPF.
- Swales shall be routed to avoid the area within the drip line of any tree designated for preservation. Swales shall be constructed so as not to direct any additional flow into the drip line of a tree designated for preservation.
- If tree protection cannot be maintained for a tree throughout entire period required, the replacement of that tree will be required on an inch for inch basis prior to the issuance of the Certificate of Occupancy.
- Regulated trees located off-site on adjacent properties that may be affected by construction operations must be protected as defined here in.
- The TPF shall consist of 4 foot high orange snow fencing to be installed around the drip line of all tree designated to be saved. This fencing shall be supported by 6 foot metal T-bar posts 5 feet on center and driven a minimum of 24" into ground. The TPF fencing shall remain upright and securely in place for the required time as specified above.



TREE PROTECTION DETAIL
CITY OF ROCHESTER HILLS NOT TO SCALE



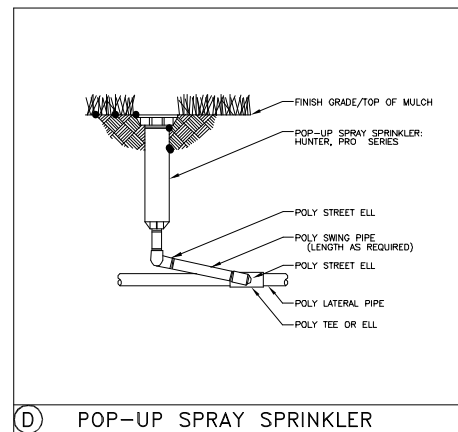
THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

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

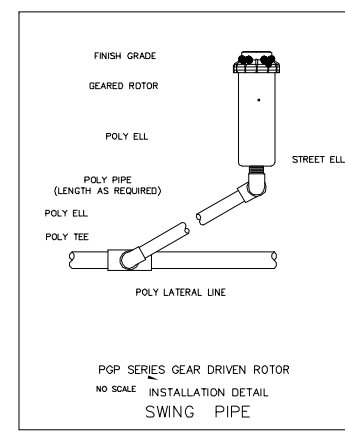
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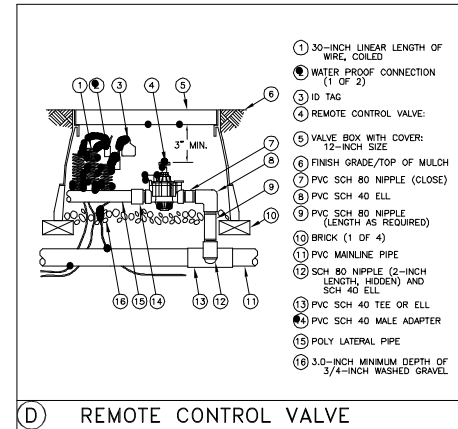
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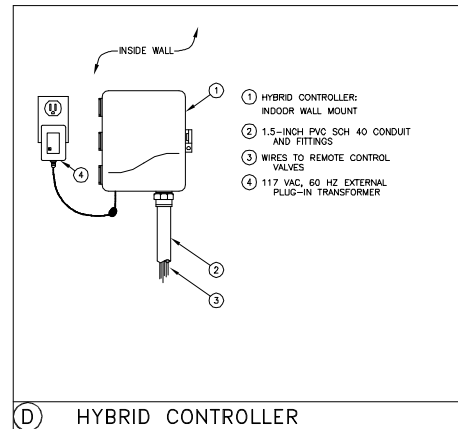
D POP-UP SPRAY SPRINKLER



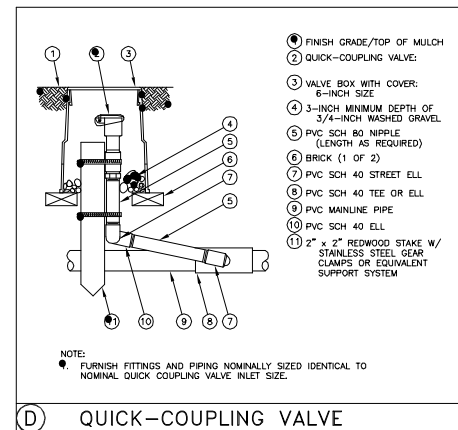
D PGP SERIES GEAR DRIVEN ROTOR
NO SCALE INSTALLATION DETAIL
SWING PIPE



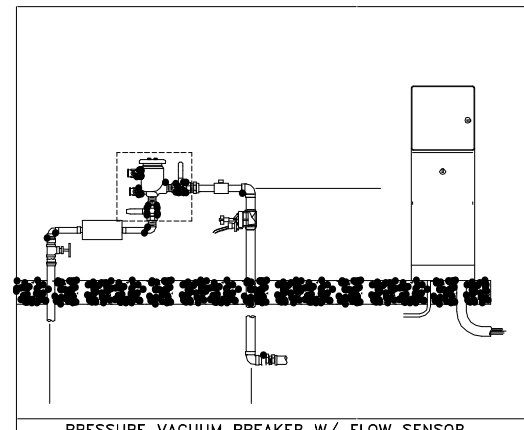
D REMOTE CONTROL VALVE



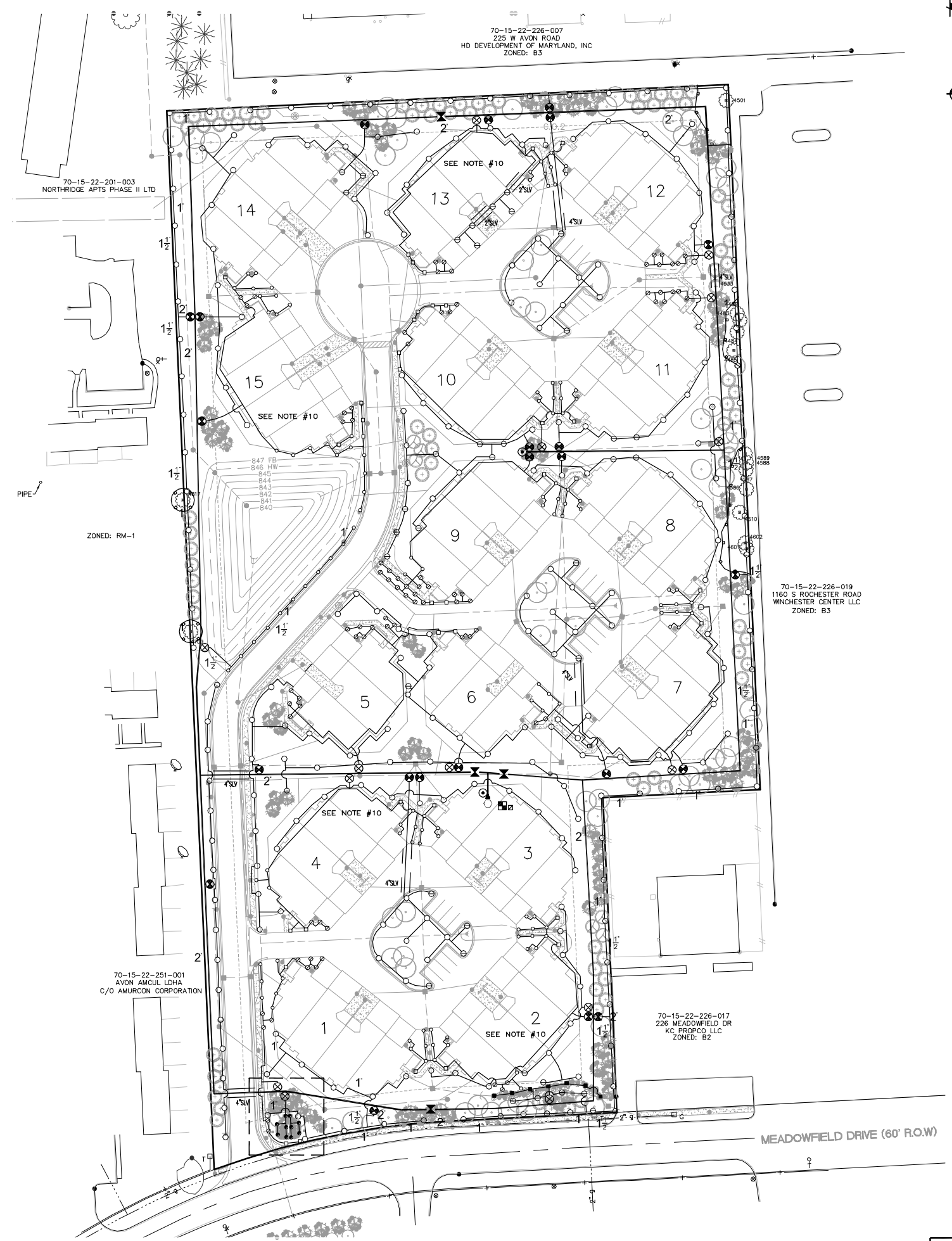
D HYBRID CONTROLLER



D QUICK-COUPLING VALVE



D PRESSURE VACUUM BREAKER W/ FLOW SENSOR



- IRRIGATION LEGEND**
- HUNTER, PGP GEAR DRIVEN ROTOR, W/ #7 NOZZLE
 - HUNTER, PGP GEAR DRIVEN ROTOR, W/ #2 NOZZLE
 - HUNTER, PRO SERIES, 4" POP UP SPRAY, W/ 15' NOZZLE
 - HUNTER, PRO SERIES, 4" POP UP SPRAY, W/ 10' NOZZLE
 - HUNTER, PRO SERIES, 4" POP UP SPRAY, W/ 15' SST NOZZLE
 - HUNTER, PRO SERIES, 12" POP UP SPRAY, W/ 10' NOZZLE
 - HUNTER, PRO SERIES, 12" POP UP SPRAY, W/ 15' SST NOZZLE
 - ⊗ HUNTER, QCV100, QUICK COUPLING VALVE, 1"
 - ⊗ HUNTER, PGV SERIES, ELECTRIC VALVE, 1"
 - ⊗ HUNTER, PGV SERIES, ELECTRIC VALVE, 1.5"
 - ⊗ MATCO, ISOLATION GATE VALVE, LINE SIZE
 - ⊗ HUNTER, ICC 4000PL, ICC SERIES, AUTOMATIC CONTROLLER
 - ⊗ HUNTER, 502P, MINICLK, AUTOMATIC RAIN SENSOR
 - TAP LOCATION, 2"
 - ▽ FEBCO, 765 SERIES, PRESSURE VACUUM BREAKER, 2"
- IRRIGATION SPECIFICATIONS**
1. ALL WORK IS TO BE IN COMPLIANCE WITH ALL LOCAL, STATE AND FEDERAL CODES AND ORDINANCES.
 2. ALL UNDERGROUND ELECTRICAL CONNECTIONS ARE TO BE MADE WITH 3-M WIRE CONNECTORS, DRY.
 3. ALL AUTO CONTROL VALVES ARE TO BE INSTALLED IN CARSON VALVE BOXES OF APPROPRIATE SIZE.
 4. ALL CONTROL WIRING DOWNSTREAM OF THE CONTROLLER IS TO BE 14 AWG, UL APPROVED FOR DIRECT BURY.
 5. ALL ROTORS AND SPRAY POP-UPS SHALL BE INSTALLED ON SWING PIPE.
 6. ALL QCV SHALL BE INSTALLED ON 3-ELBOW PVC SWING JOINTS.
 7. SYSTEM DESIGN BASED UPON 50 GPM @ 60 PSI.
 8. ANY CHANGES IN AVAILABILITY OF SUPPLY SHOULD BE NOTED AND MODIFICATIONS TO THE DESIGN SHOULD BE MADE.
 9. CONTRACTOR TO VERIFY WATER PRESSURE AND AVAILABILITY PRIOR TO INSTALLATION.
 10. ANY IRRIGATION PIPING OR VALVES SHOWN OUTSIDE OF CURBS FOR CLARITY ONLY.
 11. 120V, TO CONTROLLER AND COPPER STUB, BY OTHER THAN IRRIGATION CONTRACTOR.

LATERAL PIPE SIZE CHART FOR POLY

1"	1 - 12 GPM
1.5"	13 - 30 GPM
2"	31 - 50 GPM



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MICHIGAN ILLINOIS OHIO

SECTION 22
TOWN 3 NORTH, RANGE 11 EAST
CITY OF ROCHESTER HILLS
OAKLAND COUNTY, MICHIGAN

CLIENT: LOMBARDO ROCHESTER HILLS L.L.C.
MEADOWFIELD DEVELOPMENT
SITE PLAN
IRRIGATION PLAN AND DETAILS

CAD FILE: 201406CP-14C-IRR

REVISIONS

NO.	DATE	DESCRIPTION

DATE: 06-10-05

SCALE: 1" = 50 FEET
DR. RS | CH. DPB
P.M. K. BELECK
BOOK 102-88
JOB 201406.21
FILE NO. 1102-285-14B

CP-14B

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DATE:
MAY 12th, 2005
JOB #: 05-104
COMMERCE TOWNSHIP SITE

LOMBARDO COMPANIES
HERITAGE SERIES
A MULTI-FAMILY BUILDING

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THE BUILDING ILLUSTRATED ABOVE REQUIRES A 180'-0" X 59'-0" BUILDING ENVELOPE AND IS COMPRISED OF (4) RANCH-STYLE RESIDENCES



DATE:
MAY 12th, 2005
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DATE:
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COMMERCE TOWNSHIP SITE

LOMBARDO COMPANIES
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DATE:
MAY 12th, 2005
JOB #: 05-104
COMMERCE TOWNSHIP SITE

SIDE ELEVATION
LOMBARDO COMPANIES
HERITAGE SERIES
A MULTI-FAMILY BUILDING

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THE BUILDING ILLUSTRATED ABOVE REQUIRES A 115'-0" X 35'-0" BUILDING ENVELOPE AND IS COMPRISED OF 141 RAYCB-STYLE RESIDENCES

EXHIBIT F
Screening Plan

LANDSCAPE NOTES

- SIZES SPECIFIED IN THE PLANT LIST ARE MINIMUM SIZES TO WHICH THE PLANTS ARE TO BE INSTALLED.
- ALL LANDSCAPING SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH THE CITY OF ROCHESTER HILLS STANDARDS AND IN ACCORDANCE WITH CURRENT INDUSTRY STANDARDS IN A NEAT, HEALTHY AND WEED FREE CONDITION.
- THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFICATION OF ALL UNDERGROUND AND OVERHEAD UTILITIES. PLANT MATERIAL IS TO BE LOCATED SUCH THAT IT WILL NOT INTERFERE WITH ANY UNDERGROUND OR OVERHEAD UTILITIES.
- PRIOR TO ANY LAND CLEARING OR CONSTRUCTION, TREE PROTECTION FENCING IS TO BE INSTALLED BY THE CONTRACTOR. THIS FENCING SHALL BE INSTALLED AT THE DRIP LINE OF ALL TREES AND SHRUBS AND MUST BE MAINTAINED AS APPROVED FOR THE DURATION OF THE PROJECT. NO CUTTING, FILLING OR TRESPASSING SHALL OCCUR INSIDE THE FENCED AREAS.
- PLANT TREES AND SHRUBS NO CLOSER THAN THE FOLLOWING MINIMUM DISTANCES FROM SIDEWALKS, CURBS AND PARKING STALLS:
 A. SHADE/CANOPY TREES 5 FEET
 B. ORNAMENTAL/FLOWERING TREES 10 FEET
 C. EVERGREEN TREES 10 FEET
 D. EVERGREEN/FLOWERING SHRUBS 4 FEET
- DIG SHRUB PITS 1' LARGER THAN SHRUB ROOT BALLS AND TREE PITS 2' LARGER THAN ROOT BALLS. BACKFILL WITH ONE PART TOP SOIL AND ONE PART SOIL FROM THE EXCAVATED PLANTING HOLE, AND A FERTILIZER MIX. PLANT TREES AND SHRUBS AT THE SAME GRADE LEVEL AT WHICH THEY WERE PLANTED AT THE NURSERY. IF WET, CLAY SOILS ARE EVIDENT, PLANT TREES AND SHRUBS HIGHER.
- REMOVE ALL TWINE, WIRE AND BURLAP FROM THE TOP 1/3 OF TREE AND SHRUB EARTH BALLS AND FROM TREE TRUNKS.
- NATURAL COLOR, FINELY SHREDDED HARDWOOD BARK MULCH REQUIRED FOR ALL PLANTINGS. 4" THICK BARK MULCH FOR TREES IN 4'-FOOT DIAMETER CIRCLE WITH 3" PULLED AWAY FROM TRUNK. 3" THICK BARK FOR SHRUBS AND 2" THICK BARK FOR PERENNIALS.
- SHRUB BED EDGING SHALL BE RYERSON STEEL 4"X 3/16" OR EQUAL.

LANDSCAPE NOTES (Continued)

- BACKFILL DIRECTLY BEHIND ALL CURBS AND ALONG SIDEWALKS AND COMPACT TO THE TOP OF CURB OR WALK TO SUPPORT VEHICLE AND PEDESTRIAN WEIGHT WITHOUT SETTLING.
- ALL LANDSCAPE AREAS, ESPECIALLY PARKING LOT ISLANDS AND LANDSCAPE BEDS NEXT TO BUILDINGS SHALL BE EXCAVATED OF ALL BUILDING MATERIALS AND POOR SOILS TO A DEPTH OF 12-18" AND BACKFILLED WITH GOOD, MEDIUM TEXTURED PLANTING SOIL (LOAM OR LIGHT YELLOW CLAY). ADD 4-6" OF TOPSOIL OVER FILL MATERIAL AND CROWN A MINIMUM OF 6" ABOVE TOP OF CURBS AND/OR WALKS AFTER EARTH SETTLING UNLESS OTHERWISE NOTED ON THE LANDSCAPE PLAN.
- ALL DISTURBED UNPAVED AREAS ARE TO BE SODDED OR SEEDED OVER A MINIMUM OF 4-INCH DEPTH OF TOPSOIL. REFER TO PLAN FOR LOCATIONS.
- LANDSCAPE BERMS ARE TO BE CONSTRUCTED OF LOAM SOILS AND ARE TO BE FREE OF CONSTRUCTION MATERIALS AND DEBRIS. USE OF HEAVY CLAYS FOR BERM CONSTRUCTION MUST BE APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION. SLOPES ARE TO BE NO STEEPER THAN 1:3 UNLESS OTHERWISE SPECIFIED ON THE LANDSCAPE PLAN.
- ALL LANDSCAPE AREAS SHALL BE IRRIGATED BY AUTOMATIC UNDERGROUND IRRIGATION SYSTEM. LAWN AND SHRUB/LANDSCAPE AREAS SHALL BE WATERED BY SEPARATE ZONES TO MINIMIZE OVERWATERING.
- PLANT MATERIAL TO BE No.1 GRADE NORTHERN NURSERY GROWN.
- PLANT MATERIAL IS TO BE GUARANTEED FOR A PERIOD OF TWO YEARS WHICH BEGINS UPON THE APPROVAL OF THE LANDSCAPING BY THE CITY OF ROCHESTER HILLS LANDSCAPE ARCHITECT.
- FALLING MATERIAL WILL BE REPLACED WITHIN ONE YEAR OR THE NEXT APPROPRIATE PLANTING SEASON.
- ALL SUBSTITUTIONS OR DEVIATIONS FROM THE LANDSCAPE PLAN MUST BE APPROVED BY THE CITY OF ROCHESTER HILLS WRAP TO INSTALLATION.
- ALL TREE STAKES, GUY WIRES AND TREE WRAP SHALL BE REMOVED AFTER ONE WINTER SEASON.
- DETENTION POND SEED MIXTURE SHALL BE CONSISTENT WITH THE SPECIFICATIONS STATED IN THE OAKLAND COUNTY EROSION CONTROL MANUAL.

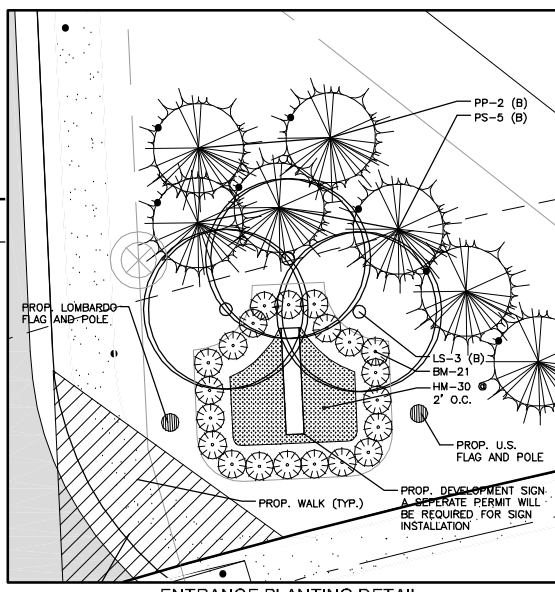
SITE LANDSCAPE PLANT SCHEDULE

KEY.	QTY.	SPECIES	SIZE	SPEC.	UNIT COST	TOTAL COST
ASG	11	Acer saccharum 'Green Mountain'	3" Cal.	B&B	\$425.00	\$4,675.00
		Green Mountain Sugar Maple				
LS	3	Liquidambar styraciflua Sweet Gum	3" Cal.	B&B	\$425.00	\$1,275.00
PG	3	Picea glauca White Spruce	Min. 10'	B&B	\$500.00	\$1,500.00
PN	6	Pinus nigra Austrian Pine	Min. 10'	B&B	\$500.00	\$3,000.00
PP	2	Picea pungens Colorado Blue Spruce	Min. 10'	B&B	\$500.00	\$1,000.00
PS	5	Pinus strobus Eastern White Pine	Min. 10'	B&B	\$500.00	\$2,500.00
TOTAL COST						\$13,950.00

KEY.	QTY.	SPECIES	SIZE	SPEC.	UNIT COST	TOTAL COST	TOTAL REPLACEMENT CREDITS
ASG	12	Acer saccharum 'Green Mountain'	3" Cal.	B&B	\$425.00	\$5,100.00	24
		Green Mountain Sugar Maple					
LS	16	Liquidambar styraciflua Sweet Gum	3" Cal.	B&B	\$425.00	\$6,800.00	32
PC	13	Prunus sargentii Sargent Cherry	3" Cal.	B&B	\$425.00	\$5,525.00	26
QR	16	Quercus robur English Oak	3" Cal.	B&B	\$425.00	\$6,800.00	32
PG	48	Picea glauca White Spruce	Min. 10'	B&B	\$500.00	\$24,000.00	96
PN	27	Pinus nigra Austrian Pine	Min. 10'	B&B	\$500.00	\$13,500.00	54
PP	83	Picea pungens Colorado Blue Spruce	Min. 10'	B&B	\$500.00	\$41,500.00	166
TOTAL COST						\$103,225.00	TOTAL CREDITS 430

KEY.	QTY.	SPECIES	SIZE	SPEC.	UNIT COST	TOTAL COST
GT	7	Gleditsia l. 'True Shade'	3" Cal.	B&B	\$425.00	\$2,975.00
		True Shade Honeylocust				
LS	3	Liquidambar styraciflua Sweet Gum	3" Cal.	B&B	\$425.00	\$1,275.00
PN	8	Pinus nigra Austrian Pine	Min. 10'	B&B	\$500.00	\$4,000.00
BM	21	Buxus x microphylla 'Winter Gem'	24"	B&B	\$45.00	\$945.00
		Winter Gem Boxwood				
HM	30	Hemmercallis x 'Stella De Oro'	1 gal.	Container	\$20.00	\$600.00
		Stella De Oro Daylily				
SOD	16,000	Sy Poa Pratensis 'Marion'			\$4.00	\$64,000.00
		Marion Kentucky Bluegrass				
TOTAL COST						\$73,795.00

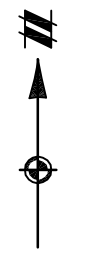
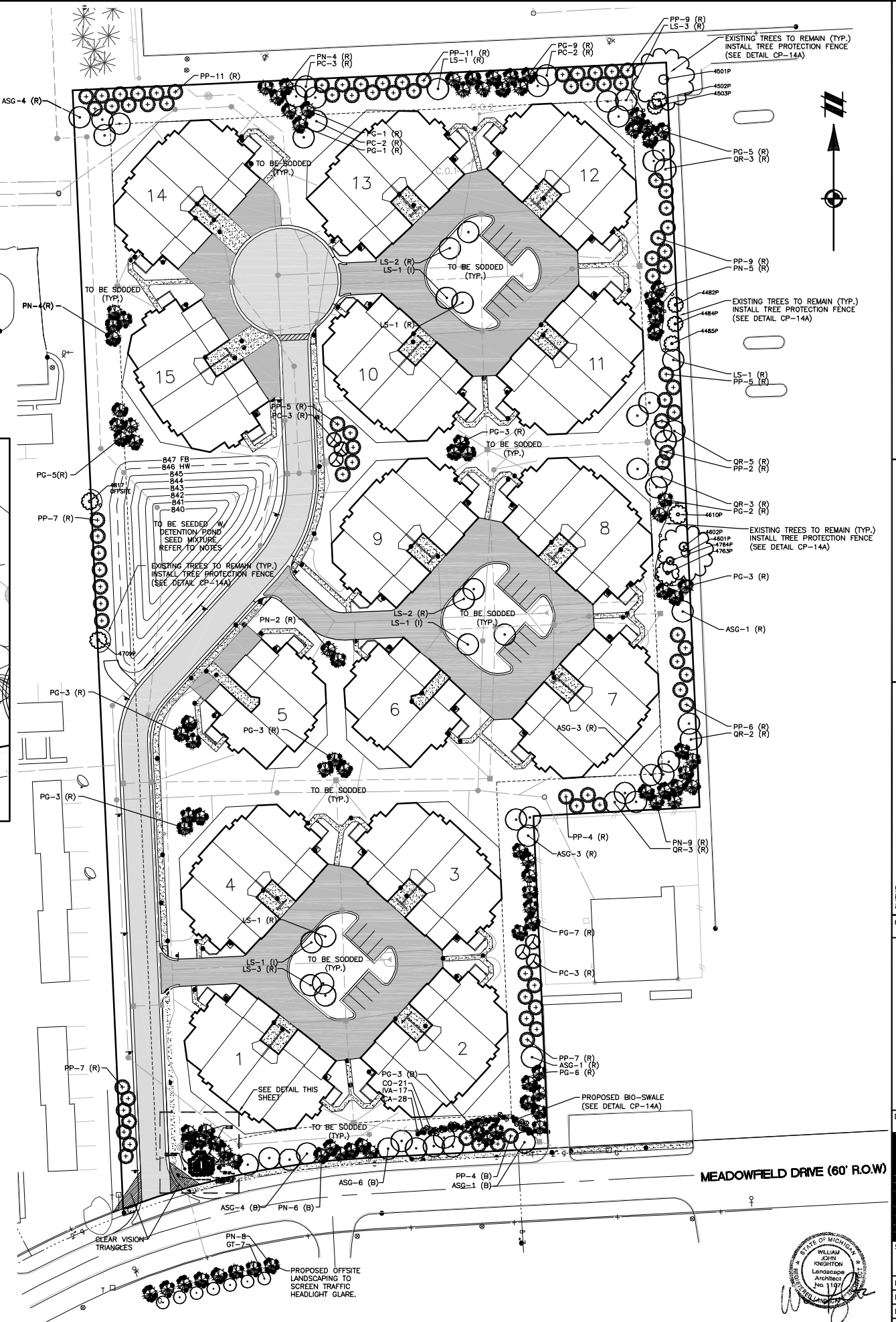
KEY.	QTY.	SPECIES	SIZE	SPEC.	UNIT COST	TOTAL COST
CA	28	Cephalanthus occidentalis Buttonbush	24"-36"	B&B	\$45.00	\$1,260.00
CO	21	Cornus stolonifera Red Osier Dogwood	24"-36"	B&B	\$45.00	\$945.00
IVA	17	Ilex verticillata Winterberry	24"-36"	B&B	\$45.00	\$765.00
TOTAL COST						\$2,970.00
GRAND TOTAL						\$193,940.00



ENTRANCE PLANTING DETAIL
SCALE: 1"=10'-0"

CITY OF ROCHESTER HILLS LANDSCAPE NOTES

- 1. All landscape areas shall be excavated of all building materials and poor soils to a depth of 12-18" and backfilled with good, medium textured planting soil (loam or light yellow clay). Add 4-6" of topsoil over fill material and crown a minimum of 6" above top of curbs and/or walks after earth settling unless otherwise noted on the landscape plan.
- 2. All disturbed unpaved areas are to be sodded or seeded over a minimum of 4-inch depth of topsoil. Refer to plan for locations.
- 3. Landscape berms are to be constructed of loam soils and are to be free of construction materials and debris. Use of heavy clays for berm construction must be approved by the landscape architect prior to installation. Slopes are to be no steeper than 1:3 unless otherwise specified on the landscape plan.
- 4. All landscape areas shall be irrigated by automatic underground irrigation system. Lawns and shrub/landscape areas shall be watered by separate zones to minimize overwatering.
- 5. Plant material to be No.1 grade northern nursery grown.
- 6. Plant material is to be guaranteed for a period of two years which begins upon the approval of the landscaping by the City of Rochester Hills Landscape Architect.
- 7. Falling material will be replaced within one year or the next appropriate planting season.
- 8. All substitutions or deviations from the landscape plan must be approved by the City of Rochester Hills prior to installation.
- 9. All tree stakes, guy wires and tree wrap shall be removed after one winter season.
- 10. Detention pond seed mixture shall be consistent with the specifications stated in the Oakland County Erosion Control Manual.



3 WORKING DAYS BEFORE YOU DIG CALL MISS DIG 1-800-482-7171

FOR THE LOCATION OF UNDERGROUND FACILITIES

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

LEGEND

<p>835</p> <p>EXIST. CONTOUR</p> <p>PROP. CONTOUR</p> <p>EXIST. STORM SEWER</p> <p>PROP. STORM SEWER</p> <p>EXIST. MANHOLE</p> <p>PROP. MANHOLE</p> <p>EXIST. EDGE DRAIN</p> <p>PROP. CATCH BASIN/NET</p> <p>EXIST. SANITARY SEWER</p> <p>PROP. SANITARY SEWER</p> <p>EXIST. CLEANOUT</p> <p>PROP. CLEANOUT</p> <p>EXIST. WATER MAIN</p> <p>PROP. WATER MAIN</p> <p>EXIST. HYDRANT</p> <p>PROP. HYDRANT</p> <p>EXIST. POST INDICATOR VALVE</p> <p>PROP. POST INDICATOR VALVE</p> <p>EXIST. SHUTOFF OR CURB BOX</p> <p>PROP. SHUTOFF OR CURB BOX</p> <p>EXIST. GATE VALVE IN BOX</p> <p>PROP. GATE VALVE IN BOX</p> <p>EXIST. GATE VALVE IN MANHOLE</p> <p>PROP. GATE VALVE IN MANHOLE</p> <p>EXIST. OVERHEAD ELECTRIC</p> <p>PROP. OVERHEAD ELECTRIC</p>	<p>EXIST. UNDERGROUND ELECTRIC</p> <p>PROP. UNDERGROUND ELECTRIC</p> <p>EXIST. LIGHT POLE</p> <p>PROP. LIGHT POLE</p> <p>EXIST. UTILITY POLE</p> <p>PROP. WIRE</p> <p>EXIST. ELECTRIC TRANSFORMER</p> <p>PROP. ELECTRIC TRANSFORMER</p> <p>EXIST. OVERHEAD TELEPHONE</p> <p>PROP. OVERHEAD TELEPHONE</p> <p>EXIST. UNDERGROUND TELEPHONE</p> <p>PROP. UNDERGROUND TELEPHONE</p> <p>EXIST. GAS</p> <p>PROP. GAS</p> <p>EXIST. GAS RISER</p> <p>PROP. GAS RISER</p> <p>EXIST. TELEPHONE RISER</p> <p>PROP. TELEPHONE RISER</p> <p>EXIST. CURB AND GUTTER</p> <p>PROP. CURB AND GUTTER</p>	<p>SECTION CORNER</p> <p>EXIST. UTILITY UNSPECIFIED</p> <p>EXIST. DECIDUOUS TREE</p> <p>EXIST. CONIFEROUS TREE</p> <p>EXIST. TREE OR BRUSH LIMIT</p>
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MICHIGAN ILLINOIS OHIO

SECTION 22	TOWN 3	NORTH RANGE 11	EAST
CITY OF ROCHESTER HILLS			
OAKLAND COUNTY, MICHIGAN			

CLIENT: LOMBARDO ROCHESTER HILLS L.L.C.

MEADOWFIELD DEVELOPMENT

SITE PLAN

LANDSCAPING PLAN

CAD FILE: 201406CP-14-LS

DATE	REVISIONS
06-10-05	

SCALE 0 25 50

1" = 50 FEET

DR. RS CH. DPB

P.M. K. BELECK

BOOK 102-88

JOB 201406.21

FILE NO. 1102-285-14

CP-14

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EXHIBIT G
Proposed Building and Use Restrictions

specific approval thereof by any Co-owner.

(d) **Notification of Mortgagees.** In the event any Unit in the Condominium, or any portion thereof, or the Common Elements or any portion thereof, is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the Association shall so notify each institutional holder of a first mortgage lien on any of the Units in the Condominium.

Section 7. Notification of FHLMC. In the event any mortgage in the Condominium is held by the Federal Home Loan Mortgage Corporation ("FHLMC") then, upon request therefor by FHLMC, the Association shall give it written notice at such address as it may, from time to time, direct of any loss to or taking of the Common Elements of the Condominium, if the loss or taking exceeds \$10,000 in amount or damage to a Condominium Unit covered by a mortgage purchased in whole or in part by FHLMC exceeds \$1,000.

Section 8. Priority of Mortgagee Interests. Nothing contained in the Condominium Documents shall be construed to give a Condominium Unit Owner, or any other party, priority over any rights of first mortgagees of Condominium Units pursuant to their mortgages in the case of a distribution to Condominium Unit Owners of insurance proceeds or condemnation awards for losses to or a taking of Condominium Units and/or Common Elements.

ARTICLE VI

RESTRICTIONS

All of the Units in the Condominium shall be held, used and enjoyed subject to the following limitations and restrictions:

Section 1. Residential Use. No Unit in the Condominium shall be used for other than single-family residence purposes in accordance with the ordinances of Shelby Township and consistent with any state and federal civil rights laws.

Section 2. Leasing and Rental.

(a) **Right to Lease.** A Co-owner may lease his Unit for the same purposes set forth in Section 1 of this Article VI; provided that written disclosure of such lease transaction is submitted to the Board of Directors of the Association in the manner specified in subsection (b) below. With the exception of a lender in possession of a Unit following default of a first mortgage, foreclosure or deed or other arrangement in lieu of foreclosure, no Co-owner shall lease less than an entire Unit in the Condominium and no tenant shall be permitted to occupy except under a lease the initial term of which is at least 6 months unless specifically approved in writing by the Association. The terms of all leases, occupancy agreements and occupancy arrangements shall incorporate, or be deemed

to incorporate, all of the provisions of the Condominium Documents. The Developer may lease any number of Units in the Condominium in its discretion without approval by the Association.

(b) **Leasing Procedures.** The leasing of Units in the Project shall conform to the following provisions:

(1) A Co-owner, including the Developer, desiring to rent or lease a Unit, shall disclose that fact in writing to the Association at least 10 days before presenting a lease form to a potential lessee of the Unit and at the same time, shall supply the Association with a copy of the exact lease form for its review for its compliance with the Condominium Documents. If Developer desires to rent Units before the Transitional Control Date, it shall notify either the Advisory Committee or each Co-owner in writing.

(2) Tenants or nonco-owner occupants shall comply with all of the conditions of the Condominium Documents of the Condominium Project and all leases and rental agreements shall so state.

(3) If the Association determines that the tenant or nonco-owner occupant has failed to comply with the conditions of the Condominium Documents, the Association shall take the following action:

(i) The Association shall notify the Co-owner by certified mail advising of the alleged violation by the tenant.

(ii) The Co-owner shall have 15 days after receipt of such notice to investigate and correct the alleged breach by the tenant or advise the Association that a violation has not occurred.

(iii) If after 15 days the Association believes that the alleged breach is not cured or may be repeated, it may institute on its behalf or derivatively by the Co-owners on behalf of the Association, if it is under the control of the Developer, an action for eviction against the tenant or nonco-owner occupant and simultaneously for money damages in the same action against the Co-owner and tenant or nonco-owner occupant for breach of the conditions of the Condominium Documents. The relief provided for in this subparagraph may be by summary proceeding. The Association may hold both the tenant and the Co-owner liable for any damages to the Common Elements caused by the Co-owner or tenant in connection with the Unit or Condominium Project and for actual legal fees incurred by the Association in connection with legal proceedings hereunder.

(4) When a Co-owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to a tenant occupying a Co-owner's Unit under a lease or rental agreement and the tenant, after receiving the notice, shall deduct from rental payments due the Co-owner the arrearage and future assessments as they fall due and pay them to

the Association. The deductions shall not constitute a breach of the rental agreement or lease by the tenant. The form of lease used by any Co-owner shall explicitly contain the foregoing provisions.

Section 3. Alterations and Modifications. No Co-owner shall make alterations in exterior appearance or make structural modifications to his Unit (including interior walls through or in which there exist easements for support or utilities) or make changes in any of the Common Elements, Limited or General, without the express written approval of the Board of Directors, including without limitation exterior painting or the erection of antennas, lights, aerials, awnings, doors, shutters, newspaper holders, mailboxes, basketball backboards or other exterior attachments or modifications. No Co-owner shall in any way restrict access to any plumbing, water line, water line valves, water meter, sprinkler system valves or any element which affects an Association responsibility in any way. Should access to any facilities of any sort be required, the Association may remove any coverings or attachments of any nature that restrict such access and will have no responsibility for repairing, replacing or reinstalling any materials, whether or not installation thereof has been approved hereunder, that are damaged in the course of gaining such access, nor shall the Association be responsible for monetary damages of any sort arising out of actions taken to gain necessary access.

Section 4. Activities. No immoral, improper, unlawful or offensive activity shall be carried on in any Unit or upon the Common Elements, Limited or General, nor shall anything be done which may be or become an annoyance or a nuisance to the Co-owners of the Condominium. No unreasonably noisy activity shall occur in or on the Common Elements or in any Unit at any time and disputes among Co-owners, arising as a result of this provision which cannot be amicably resolved, shall be arbitrated by the Association. No Co-owner shall do or permit anything to be done or keep or permit to be kept in his Unit or on the Common Elements anything that will increase the rate of insurance on the Condominium without the written approval of the Association, and each Co-owner shall pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition even if approved. Activities which are deemed offensive and are expressly prohibited include, but are not limited to, the following: Any activity involving the use of firearms, air rifles, pellet guns, B-B guns, bows and arrows, or other similar dangerous weapons, projectiles or devices.

Section 5. Pets. No animals, including household pets, except 1 dog or 1 cat which shall not exceed 40 pounds in weight, shall be maintained by any Co-owner unless specifically approved in writing by the Association. No animal may be kept or bred for any commercial purpose and shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. No animal may be permitted to run loose at any time upon the Common Elements and any animal shall at all times be leashed and attended by some responsible person while on the Common Elements, Limited or General. No savage or dangerous animal shall be kept and any Co-owner who causes any animal to be brought or kept upon the premises of the Condominium shall indemnify and hold harmless the Association for any loss, damage or liability which the Association may sustain as the result of the presence of such animal on the premises, whether or not the Association has given its permission therefor. No dog which barks can be heard on any frequent

or continuing basis shall be kept in any Unit or on the Common Elements. The Association may charge all Co-owners maintaining animals a reasonable additional assessment to be collected in the manner provided in Article II of these Bylaws in the event that the Association determines such assessment necessary to defray the maintenance cost to the Association of accommodating animals within the Condominium. The Association shall have the right to require that any pets be registered with it and may adopt such additional reasonable rules and regulations with respect to animals as it may deem proper. In the event of any violation of this Section, the Board of Directors of the Association may assess fines for such violation in accordance with these Bylaws and in accordance with duly adopted Rules and Regulations.

Section 6. Aesthetics. The Common Elements, Limited or General, shall not be used for storage of supplies, materials, personal property or trash or refuse of any kind, except as provided in duly adopted rules and regulations of the Association. Garage doors shall be kept closed at all times except as may be reasonable necessary to gain access to or from any garage. No unsightly condition shall be maintained on any patio, porch, or deck and only furniture and equipment consistent with the normal and reasonable use of such areas shall be permitted to remain there during seasons when such areas are reasonably in use and no furniture or equipment of any kind shall be stored thereon during seasons when such areas are not reasonably in use. Trash receptacles shall be maintained in areas designated therefor at all times and shall not permitted to remain elsewhere on the Common Elements except for such short periods of time as may be reasonably necessary to permit periodic collection of trash. The Common Elements shall not be used in any way for the drying, shaking or airing of clothing or other fabrics. In general, no activity shall be carried on nor condition maintained by a Co-owner, either in his Unit or upon the Common Elements, which is detrimental to the appearance of the Condominium.

Section 7. Vehicles. No house trailers, commercial vehicles, boat trailers, boats, camping vehicles, camping trailers, motorcycles, all terrain vehicles, snowmobiles, snowmobile trailers or vehicles, other than automobiles or vehicles used primarily for general personal transportation use, may be parked or stored upon the premises of the Condominium, unless parked in an area specifically designated therefor by the Association. Camping trailers and camping vehicles may be parked on the premises of the Condominium for the purpose of loading and unloading with the prior written approval of the Association. No inoperable vehicles of any type may be brought or stored upon the Condominium Premises either temporarily or permanently. Commercial vehicles and trucks shall not be parked in or about the Condominium (except as above provided) unless while making deliveries or pickups in the normal course of business. Co-owners shall, if the Association shall require, register with the Association all cars maintained on the Condominium Premises.

Section 8. Advertising. No signs or other advertising devices of any kind shall be displayed which are visible from the exterior of a Unit or on the Common Elements, including "For Sale" signs, without written permission from the Association and, during the Construction and Sales Period, from the Developer.

Section 9. Rules and Regulations. It is intended that the Board of Directors of the

Association may make rules and regulations from time to time to reflect the needs and desires of the majority of the Co-owners in the Condominium. Reasonable regulations consistent with the Act, the Master Deed and these Bylaws concerning the use of the Common Elements may be made and amended from time to time by any Board of Directors of the Association, including the first Board of Directors (or its successors) prior to the Transitional Control Date. Copies of all such rules, regulations and amendments thereto shall be furnished to all Co-owners. Any such regulation or amendment may be revoked at any time by the affirmative vote of more than 50% of the Co-owners in number and value, except that the Co-owners may not revoke any regulation or amendment prior to the First Annual Meeting of the entire Association.

Section 10. Right of Access of Association. The Association or its duly authorized agents shall have access to each Unit and any Limited Common Elements appurtenant thereto from time to time, during reasonable working hours, upon notice to the Co-owner thereof, as may be necessary for the maintenance, repair or replacement of any of the Common Elements. The Association or its agents shall also have access to each Unit and any Limited Common Elements appurtenant thereto at all times without notice as may be necessary to make emergency repairs to prevent damage to the Common Elements or to another Unit. It shall be the responsibility of each Co-owner to provide the Association means of access to his Unit and any Limited Common Elements Appurtenant thereto during all periods of absence, and in the event of the failure of such Co-owner to provide means of access, the Association may gain access in such manner as may be reasonable under the circumstances and shall not be liable to such Co-owner for any necessary damage to his Unit and any Limited Common Elements appurtenant thereto caused thereby or for repair or replacement of any doors or windows damaged in gaining such access.

Section 11. Landscaping. No Co-owner shall perform any landscaping or plant any trees, shrubs or flowers or place any ornamental materials upon the Common Elements without the prior written approval of the Association.

Section 12. Common Element Maintenance. Sidewalks, yards, landscaped areas, driveways, roads, parking areas and porches shall not be obstructed nor shall they be used for purposes other than for which they are reasonably and obviously intended. No bicycles, vehicles, chairs or other obstructions may be left unattended on or about the Common Elements.

Section 13. Co-owner Maintenance. Each Co-owner shall maintain his Unit and any Limited Common Elements appurtenant thereto for which he has maintenance responsibility in a safe, clean and sanitary condition. Each Co-owner shall also use due care to avoid damaging any of the Common Elements including, but not limited to, the telephone, water, gas, plumbing, electrical or other utility conduits and systems and any other elements in any Unit which are appurtenant to or which may affect any other Unit. Each Co-owner shall be responsible for damages or costs to the Association resulting from negligent damage to or misuse of any of the Common Elements by him, or his family, guests, agents or invitees, unless such damages or costs are covered by insurance carried by the Association (in which case there shall be no such responsibility, unless reimbursement to the Association is excluded by virtue of a deductible provision (in which case the

responsible Co-owner shall bear the expense to the extent of the deductible amount). Any costs or damages to the Association may be assessed to and collected from the responsible Co-owner in the manner provided in Article II hereof.

Section 14. Reserved Rights of Developer.

(a) **Developer's Rights In Furtherance of Development and Sales.** None of the restrictions contained in this Article VI shall apply to the commercial activities or signs or billboards, if any, of the Developer during the Construction and Sales Period or of the Association in furtherance of its powers and purposes set forth herein and in the Articles of Incorporation, as the same may be amended from time to time. Notwithstanding anything to the contrary elsewhere herein contained, Developer shall have the right to maintain a sales office, a business office, a construction office, model 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 the entire Project by Developer, and may continue to do so during the entire Construction and Sales Period. Also, the Developer shall have the right to maintain a sales office, a business office, a construction office, model units, storage areas and reasonable parking incident to the foregoing and such access to, from and over the Project in connection with the marketing of any other condominium development which the Developer or any of its principals has an interest. Developer shall restore the areas so utilized to habitable status upon termination of use.

(b) **Enforcement of Bylaws.** The Developer shall have the right to enforce these Bylaws throughout the Construction and Sales Period notwithstanding that it may no longer own a Unit in the Condominium which right of enforcement may include (without limitation) an action to restrain the Association or any Co-owner from any activity prohibited by these Bylaws.

ARTICLE VII

MORTGAGES

Section 1. Notice to Association. Any Co-owner who mortgages his Unit shall notify the Association of the name and address of the mortgagee, and the Association shall maintain such information in a book entitled "Mortgages of Units". The Association may, at the written request of a mortgagee of any such Unit, report any unpaid assessments due from the Co-owner of such Unit. The Association shall give to the holder of any first mortgage covering any Unit in the Project written notification of any default in the performance of the obligations of the Co-owner of such Unit that is not cured within 60 days.

Section 2. Insurance. The Association shall notify each mortgagee appearing in said book of the name of each company insuring the Condominium against fire, perils covered by extended coverage, and vandalism and malicious mischief and the amounts of such coverage.

EXHIBIT H
Landscape Plan

LANDSCAPE NOTES

- SIZES SPECIFIED IN THE PLANT LIST ARE MINIMUM SIZES TO WHICH THE PLANTS ARE TO BE INSTALLED.
- ALL LANDSCAPING SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH THE CITY OF ROCHESTER HILLS STANDARDS AND IN ACCORDANCE WITH CURRENT INDUSTRY STANDARDS IN A NEAT, HEALTHY AND WEED FREE CONDITION.
- THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFICATION OF ALL UNDERGROUND AND OVERHEAD UTILITIES. PLANT MATERIAL IS TO BE LOCATED SUCH THAT IT WILL NOT INTERFERE WITH ANY UNDERGROUND OR OVERHEAD UTILITIES.
- PRIOR TO ANY LAND CLEARING OR CONSTRUCTION, TREE PROTECTION FENCING IS TO BE INSTALLED BY THE CONTRACTOR. THIS FENCING SHALL BE INSTALLED AT THE DRIP LINE OF ALL TREES AND SHRUBS AND MUST BE MAINTAINED AS APPROVED FOR THE DURATION OF THE PROJECT. NO CUTTING, FILLING OR TRESPASSING SHALL OCCUR INSIDE THE FENCED AREAS.
- PLANT TREES AND SHRUBS NO CLOSER THAN THE FOLLOWING MINIMUM DISTANCES FROM SIDEWALKS, CURBS AND PARKING STALLS:
 A. SHADE/CANOPY TREES 5 FEET
 B. ORNAMENTAL/FLOWERING TREES 10 FEET
 C. EVERGREEN TREES 10 FEET
 D. EVERGREEN/FLOWERING SHRUBS 4 FEET
- DIG SHRUB PITS 1' LARGER THAN SHRUB ROOT BALLS AND TREE PITS 2' LARGER THAN ROOT BALLS. BACKFILL WITH ONE PART TOP SOIL AND ONE PART SOIL FROM THE EXCAVATED PLANTING HOLE, AND A FERTILIZER MIX. PLANT TREES AND SHRUBS AT THE SAME GRADE LEVEL AT WHICH THEY WERE PLANTED AT THE NURSERY. IF WET, CLAY SOILS ARE EVIDENT, PLANT TREES AND SHRUBS HIGHER.
- REMOVE ALL TWINE, WIRE AND BURLAP FROM THE TOP 1/3 OF TREE AND SHRUB EARTH BALLS AND FROM TREE TRUNKS.
- NATURAL COLOR, FINELY SHREDDED HARDWOOD BARK MULCH REQUIRED FOR ALL PLANTINGS. 4" THICK BARK MULCH FOR TREES IN 4'-FOOT DIAMETER CIRCLE WITH 3" PULLED AWAY FROM TRUNK. 3" THICK BARK FOR SHRUBS AND 2" THICK BARK FOR PERENNIALS.
- SHRUB BED EDGING SHALL BE RYERSON STEEL 4"X 3/16" OR EQUAL.

LANDSCAPE NOTES (Continued)

- BACKFILL DIRECTLY BEHIND ALL CURBS AND ALONG SIDEWALKS AND COMPACT TO THE TOP OF CURB OR WALK TO SUPPORT VEHICLE AND PEDESTRIAN WEIGHT WITHOUT SETTLING.
- ALL LANDSCAPE AREAS, ESPECIALLY PARKING LOT ISLANDS AND LANDSCAPE BEDS NEXT TO BUILDINGS SHALL BE EXCAVATED OF ALL BUILDING MATERIALS AND POOR SOILS TO A DEPTH OF 12-18" AND BACKFILLED WITH GOOD, MEDIUM TEXTURED PLANTING SOIL (LOAM OR LIGHT YELLOW CLAY). ADD 4-6" OF TOPSOIL OVER FILL MATERIAL AND CROWN A MINIMUM OF 6" ABOVE TOP OF CURBS AND/OR WALKS AFTER EARTH SETTLING UNLESS OTHERWISE NOTED ON THE LANDSCAPE PLAN.
- ALL DISTURBED UNPAVED AREAS ARE TO BE SODDED OR SEEDED OVER A MINIMUM OF 4-INCH DEPTH OF TOPSOIL. REFER TO PLAN FOR LOCATIONS.
- LANDSCAPE BERMS ARE TO BE CONSTRUCTED OF LOAM SOILS AND ARE TO BE FREE OF CONSTRUCTION MATERIALS AND DEBRIS. USE OF HEAVY CLAYS FOR BERM CONSTRUCTION MUST BE APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION. SLOPES ARE TO BE NO STEEPER THAN 1:3 UNLESS OTHERWISE SPECIFIED ON THE LANDSCAPE PLAN.
- ALL LANDSCAPE AREAS SHALL BE IRRIGATED BY AUTOMATIC UNDERGROUND IRRIGATION SYSTEM. LAWN AND SHRUB/LANDSCAPE AREAS SHALL BE WATERED BY SEPARATE ZONES TO MINIMIZE OVERWATERING.
- PLANT MATERIAL TO BE No.1 GRADE NORTHERN NURSERY GROWN.
- PLANT MATERIAL IS TO BE GUARANTEED FOR A PERIOD OF TWO YEARS WHICH BEGINS UPON THE APPROVAL OF THE LANDSCAPING BY THE CITY OF ROCHESTER HILLS LANDSCAPE ARCHITECT.
- FALLING MATERIAL WILL BE REPLACED WITHIN ONE YEAR OR THE NEXT APPROPRIATE PLANTING SEASON.
- ALL SUBSTITUTIONS OR DEVIATIONS FROM THE LANDSCAPE PLAN MUST BE APPROVED BY THE CITY OF ROCHESTER HILLS WRAP TO INSTALLATION.
- ALL TREE STAKES, GUY WIRES AND TREE WRAP SHALL BE REMOVED AFTER ONE WINTER SEASON.
- DETENTION POND SEED MIXTURE SHALL BE CONSISTENT WITH THE SPECIFICATIONS STATED IN THE OAKLAND COUNTY EROSION CONTROL MANUAL.

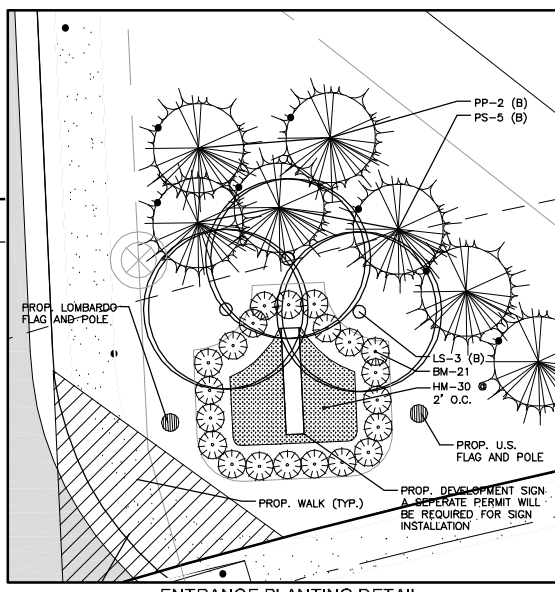
SITE LANDSCAPE PLANT SCHEDULE

KEY.	QTY.	SPECIES	SIZE	SPEC.	UNIT COST	TOTAL COST
ASG	11	Acer saccharum 'Green Mountain'	3" Cal.	B&B	\$425.00	\$4,675.00
		Green Mountain Sugar Maple				
LS	3	Liquidambar styraciflua Sweet Gum	3" Cal.	B&B	\$425.00	\$1,275.00
PG	3	Picea glauca White Spruce	Min. 10'	B&B	\$500.00	\$1,500.00
PN	6	Pinus nigra Austrian Pine	Min. 10'	B&B	\$500.00	\$3,000.00
PP	2	Picea pungens Colorado Blue Spruce	Min. 10'	B&B	\$500.00	\$1,000.00
PS	5	Pinus strobus Eastern White Pine	Min. 10'	B&B	\$500.00	\$2,500.00
TOTAL COST						\$13,950.00

KEY.	QTY.	SPECIES	SIZE	SPEC.	UNIT COST	TOTAL COST	TOTAL REPLACEMENT CREDITS
ASG	12	Acer saccharum 'Green Mountain'	3" Cal.	B&B	\$425.00	\$5,100.00	24
		Green Mountain Sugar Maple					
LS	16	Liquidambar styraciflua Sweet Gum	3" Cal.	B&B	\$425.00	\$6,800.00	32
PC	13	Prunus sargentii Sargent Cherry	3" Cal.	B&B	\$425.00	\$5,525.00	26
QR	16	Quercus robur English Oak	3" Cal.	B&B	\$425.00	\$6,800.00	32
PG	48	Picea glauca White Spruce	Min. 10'	B&B	\$500.00	\$24,000.00	96
PN	27	Pinus nigra Austrian Pine	Min. 10'	B&B	\$500.00	\$13,500.00	54
PP	83	Picea pungens Colorado Blue Spruce	Min. 10'	B&B	\$500.00	\$41,500.00	166
TOTAL COST						\$103,225.00	TOTAL CREDITS 430

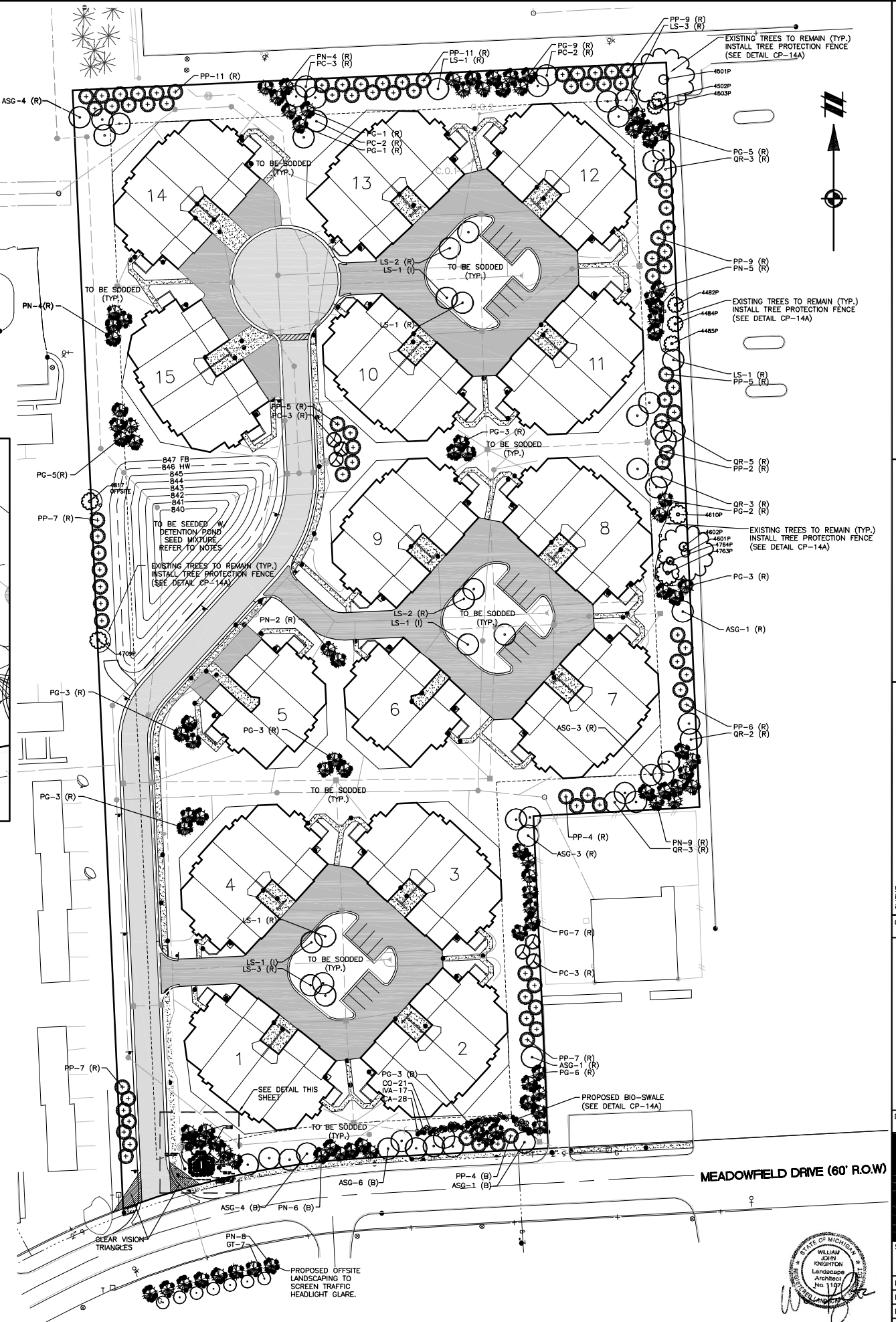
KEY.	QTY.	SPECIES	SIZE	SPEC.	UNIT COST	TOTAL COST
GT	7	Gleditsia l.i. 'True Shade'	3" Cal.	B&B	\$425.00	\$2,975.00
		True Shade Honeylocust				
LS	3	Liquidambar styraciflua Sweet Gum	3" Cal.	B&B	\$425.00	\$1,275.00
PN	8	Pinus nigra Austrian Pine	Min. 10'	B&B	\$500.00	\$4,000.00
BM	21	Buxus x microphylla 'Winter Gem'	24"	B&B	\$45.00	\$945.00
		Winter Gem Boxwood				
HM	30	Hemmercallis x 'Stella De Oro'	1 gal.	Container	\$20.00	\$600.00
		Stella De Oro Daylily				
SOD	16,000	POA Pratisensis 'Marion'			\$4.00	\$64,000.00
		Marion Kentucky Bluegrass				
TOTAL COST						\$73,795.00

KEY.	QTY.	SPECIES	SIZE	SPEC.	UNIT COST	TOTAL COST
CA	28	Cephalanthus occidentalis Buttonbush	24"-36"	B&B	\$45.00	\$1,260.00
CO	21	Cornus stolonifera Red Osier Dogwood	24"-36"	B&B	\$45.00	\$945.00
IVA	17	Ilex verticillata Winterberry	24"-36"	B&B	\$45.00	\$765.00
TOTAL COST						\$2,970.00
GRAND TOTAL						\$193,940.00



CITY OF ROCHESTER HILLS LANDSCAPE NOTES

- 1. All landscape areas shall be excavated of all building materials and poor soils to a depth of 12-18" and backfilled with good, medium textured planting soil (loam or light yellow clay). Add 4-6" of topsoil over fill material and crown a minimum of 6" above top of curbs and/or walks after earth settling unless otherwise noted on the landscape plan.
- 2. All disturbed unpaved areas are to be sodded or seeded over a minimum of 4-inch depth of topsoil. Refer to plan for locations.
- 3. Landscape berms are to be constructed of loam soils and are to be free of construction materials and debris. Use of heavy clays for berm construction must be approved by the landscape architect prior to installation. Slopes are to be no steeper than 1:3 unless otherwise specified on the landscape plan.
- 4. All landscape areas shall be irrigated by automatic underground irrigation system. Lawns and shrub/landscape areas shall be watered by separate zones to minimize overwatering.
- 5. Plant material to be No.1 grade northern nursery grown.
- 6. Plant material is to be guaranteed for a period of two years which begins upon the approval of the landscaping by the City of Rochester Hills Landscape Architect.
- 7. Falling material will be replaced within one year or the next appropriate planting season.
- 8. All substitutions or deviations from the landscape plan must be approved by the City of Rochester Hills prior to installation.
- 9. All tree stakes, guy wires and tree wrap shall be removed after one winter season.
- 10. Detention pond seed mixture shall be consistent with the specifications stated in the Oakland County Erosion Control Manual.



3 WORKING DAYS BEFORE YOU DIG CALL MISS DIG 1-800-482-7171

FOR THE LOCATION OF UNDERGROUND FACILITIES

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 AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

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

LEGEND

<p>835</p> <p>EXIST. CONTOUR PROP. CONTOUR</p> <p>EXIST. STORM SEWER PROP. STORM SEWER</p> <p>EXIST. MANHOLE PROP. MANHOLE</p> <p>PROP. EDGE DRAIN</p> <p>EXIST. CATCH BASIN/NET END SECTION CULVERT</p> <p>EXIST. SANITARY SEWER PROP. SANITARY SEWER</p> <p>EXIST. CLEANOUT PROP. CLEANOUT</p> <p>EXIST. WATER MAIN PROP. WATER MAIN</p> <p>EXIST. HYDRANT PROP. HYDRANT</p> <p>EXIST. POST INDICATOR VALVE PROP. POST INDICATOR VALVE</p> <p>EXIST. SHUTOFF OR CURB BOX PROP. SHUTOFF OR CURB BOX</p> <p>EXIST. GATE VALVE IN BOX PROP. GATE VALVE IN BOX</p> <p>EXIST. GATE VALVE IN MANHOLE PROP. GATE VALVE IN MANHOLE</p> <p>EXIST. OVERHEAD ELECTRIC PROP. OVERHEAD ELECTRIC</p>	<p>EXIST. UNDERGROUND ELECTRIC PROP. UNDERGROUND ELECTRIC</p> <p>EXIST. LIGHT POLE PROP. LIGHT POLE</p> <p>EXIST. UTILITY POLE</p> <p>EXIST. WIRE</p> <p>EXIST. ELECTRIC TRANSFORMER PROP. ELECTRIC TRANSFORMER</p> <p>EXIST. OVERHEAD TELEPHONE PROP. OVERHEAD TELEPHONE</p> <p>EXIST. UNDERGROUND TELEPHONE PROP. UNDERGROUND TELEPHONE</p> <p>EXIST. GAS PROP. GAS</p> <p>EXIST. GAS RISER PROP. TELEPHONE RISER</p> <p>EXIST. CURB AND GUTTER PROP. CURB AND GUTTER</p>	<p>SECTION CORNER</p> <p>EXIST. UTILITY UNSPECIFIED</p> <p>EXIST. DECIDUOUS TREE</p> <p>EXIST. CONIFEROUS TREE</p> <p>EXIST. TREE OR BRUSH LIMIT</p>
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CLIENT: LOMBARDO ROCHESTER HILLS L.L.C.
MEADOWFIELD DEVELOPMENT
SITE PLAN
LANDSCAPING PLAN

CAD FILE: 201406CP-14-LS

12-12-2005 SUBMIT FOR SITE PLAN APPROVAL
11-4-2005 SUBMIT FOR SITE PLAN APPROVAL
8-11-2005 SUBMIT FOR SITE PLAN APPROVAL
7-29-2005 SUBMIT FOR SITE PLAN APPROVAL
8-10-2005 SUBMIT FOR PRELIMINARY PID APPROVAL

REVISIONS

DATE	DESCRIPTION
06-10-05	

SCALE 0 25 50
1" = 50 FEET

DR. RS CH. DPB
P.M. K. BELECK
BOOK 102-88
JOB 201406.21
FILE NO. 1102-285-14

CP-14

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