

REQUEST FOR OFFERS TO PURCHASE

TROY SCHOOL DISTRICT

BID NUMBER 9359

18.11 +/- ACRES ON NORTH LAKE DRIVE

TROY, MICHIGAN

GREAT NORTHERN LAND COMPANY
REAL ESTATE SERVICES AND CONSULTING

343 S. Main St., Suite 202
Ann Arbor, MI 48104

Phone (734) 996-9979
Mobile (586) 703-9882
Facsimile (734) 996-9242

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I. INTRODUCTION – BID PROCESS DESCRIPTION

GREAT NORTHERN LAND COMPANY
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October 3, 2006

To: Prospective Purchasers
From: Great Northern Land Company

Re: **Request for Offers To Purchase 18.11 +/- acres at the western termination of North Lake Drive, south of Wattles Road, west of John R. Road, Troy, Michigan**

Thank you for your interest in purchasing the above-referenced property owned by Troy School District. The site is 18.11 +/- acres (see concept plans/survey section for further details).

The site is currently zoned R-1C ONE-FAMILY RESIDENTIAL (85-foot wide, 10,500 square foot lots with sewer). Due to the significant natural features, the One-Family Cluster Option could be used, which allows for a twenty percent density bonus. The site is also a candidate for a rezoning to One-Family Cluster Residential (CR-1) District available under the City of Troy Zoning Ordinance. Under the CR-1 Zoning, the property could yield 48 single-family lots (concept plans/survey section). The School District desires the development to be family friendly and requires all proposals to include a concept plan proposed for the site and elevations of the homes planned for the project.

Great Northern Land Company is marketing this property for Troy School District on a fee basis as consultants. We are soliciting Offers To Purchase that must be submitted to **Mr. Frank Lams, Troy School District Purchasing Office, 1140 Rankin, Troy, MI 48083, by 3:00 PM EST on Monday, November 6, 2006. No phone, fax or electronic transmission Offers will be accepted. If mailed, no responsibility is assumed for postal delays.**

The attached package includes the following information: (1) Introduction – Bid Process Description; (2) Fact Sheet/ Community Information; (3) Location /Site Maps; (4) Zoning; (5) Utilities; (6) Concept Plan; (7) Tree & Wetland Surveys and (8) Legal Documents.

Please note that the legal documents represent the form of agreement acceptable to the School District. The attached form of purchase agreement must be completed

prior to submittal to Troy School District. Offers that include modified terms more favorable to the purchaser (and, hence, less favorable to the District) may be rejected on that basis. Of course, modifications that are favorable to the School District would be preferred and may enhance a potential purchaser's position in the selection process. **Purchasers must include an earnest money deposit of \$50,000 (Fifty Thousand Dollars) with the Offer To Purchase.**

While Troy School District reserves the right to accept or reject any and all Offers, a number of finalists may be selected and asked to provide additional information, including financial qualifications and more detailed concepts for the development. The additional information will facilitate the final selection of the successful purchaser(s). Further, the additional information will allow the School District to select a purchaser financially able to perform on the contract and proceed with a development perceived to be positive for the School District as well as the community at large. It is important to note that the highest price may not necessarily represent the Offer that the School District determines to be, in its totality, in the best interest of the District.

The finalists will be notified shortly after the deadline for submission of its Offer(s). Troy School District may request the finalists to make revisions to their Offers that the School District deems necessary to select a successful purchaser(s).

Upon final acceptance of an Offer(s), there will be a 90-day period for physical due diligence. Many standard contingencies are included so that the purchaser may satisfy itself as to the property's suitability for development during the 90-day due diligence period. Following the due diligence period, there will be one (1) additional ninety (90) day extension period in which Purchaser waives all due diligence contingencies except that Purchaser may use the extension period to pursue any changes in zoning. If purchaser elects to exercise the extension period, the earnest money deposit shall become non-refundable and Purchaser shall only be entitled to a return of its deposit if Purchaser is not successful in obtaining a change in zoning during the extension period. Closing is anticipated to occur within 10 days after the due diligence period.

Please note that we are making no representations regarding the suitability of this property for any particular purpose. It is the purchaser's sole responsibility to determine suitability during the due diligence period. Within the constraints of this limitation, please address all questions regarding this property to Great Northern Land Company.

Great Northern Land Company is representing Troy School District as a fee based consultant in this matter. As a result, there is no real estate commission to be paid. Brokers must look to their purchaser for compensation.

Please note again that signed Offers To Purchase and earnest money must be submitted to Mr. Frank Lams, Troy School District Purchasing Office, 1140 Rankin, Troy, MI 48083, by 3:00 PM EST on Monday, November 6, 2006. No phone, fax or electronic transmission offers will be accepted. If mailed, no responsibility is assumed for postal delays.

Thank you again for your interest in this property. We are looking forward to receiving your Offer.

Respectfully,
Great Northern Land Company

William W. Bowman, IV
President

II. FACT SHEET/ COMMUNITY INFORMATION

TROY SCHOOL DISTRICT

RFP FACT SHEET

LEGAL DESCRIPTION:	20-23-200-007, 20-23-200-008, 20-23-200-009
LOCATION:	WESTERN TERMINATION OF NORTH LAKE DRIVE, SOUTH OF WATTLES ROAD, WEST OF JOHN R. ROAD
MUNICIPALITY:	TROY, MI
SIZE:	APPROXIMATELY 18.11 ACRES.
UTILITIES:	ALL UTILITIES AVAILABLE (SEE UTILITY SECTION)
ZONING:	R-1C ONE-FAMILY RESIDENTIAL (85-foot wide, 10,500 square foot lots with sewer). SINGLE-FAMILY CLUSTER OPTION WITH 20% DENSITY BONUS AVAILABLE.
PRICE:	NO MINIMUM PRICE HAS BEEN SET
TERMS:	CASH
RIGHTS OF OWNER:	TROY SCHOOL DISTRICT RESERVES THE RIGHT TO REJECT OR ACCEPT ANY AND ALL OFFERS.
BID DEADLINE:	OFFERS TO PURCHASE AND EARNEST MONEY MUST BE SUBMITTED TO MR. FRANK LAMS, TROY SCHOOL DISTRICT PURCHASING OFFICE, 1140 RANKIN, TROY, MI 48083, BY 3:00 PM EST ON MONDAY, NOVEMBER 6, 2006. NO PHONE, FAX OR ELECTRONIC TRANSMISSION OFFERS WILL BE ACCEPTED. IF MAILED, NO RESPONSIBILITY IS ASSUMED FOR POSTAL DELAYS.
COMMISSION:	NO REAL ESTATE COMMISSION TO BE PAID BY TROY SCHOOL DISTRICT. GREAT NORTHERN IS A FEE-BASED ADVISOR TO THE SCHOOL BOARD. BROKERS MUST LOOK TO PURCHASER FOR COMPENSATION.
OTHER:	THE PROPERTY IS ZONED R-1C, A SINGLE FAMILY ZONING DISTRICT. PLANS WITH ELEVATIONS AND FLOOR PLANS MAY BE REQUIRED WITH YOUR SUBMISSION.

CITY OF TROY

ELECTED OFFICIALS CONTACTS

Mayor:

Louise E. Schilling
E-mail: Louise.Schilling@ci.troy.mi.us
Phone: (248) 524-3500

Mayor Pro Tem:

Cristina Broomfield
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City Council**President:**

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E-mail: rbeltram@wideopenwest.com
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Member:

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Phone: (248) 524-3500

Member:

Jeanne M. Stine
E-mail: stinejm@wwnet.net
Phone: (248) 643-6215

City Council meetings are held on two to three Mondays each month at 7:30 p.m. in the Council Chambers at City Hall, 500 West Big Beaver.

Department Phone Directory

Assessing

Leger A. (Nino) Licari, City Assessor

(248) 524-3311
licarila@ci.troy.mi.us

Building Inspection

Mark Stimac, Director of Building & Zoning

(248) 524-3344
stimacms@ci.troy.mi.us

City Attorney

Lori Grigg Bluhm, City Attorney

(248) 524-3320
bluhmlg@ci.troy.mi.us

City Clerk

Tonni L. Bartholomew, City Clerk

(248) 524-3316
clerk@ci.troy.mi.us

City Manager

John Lamerato, Acting City Manager

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Engineering

Steve Vandette, City Engineer

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Financial Services

James A. Nash, Financial Services Director

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Fire Department

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Parks & Recreation

Ron Hynd, Landscape Analyst

(248) 524-3484

Planning

Mark Miller, Planning Director

(248) 524-3364

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Police Department

Charles T. Craft, Chief of Police

(248) 524-3477

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Public Works

Tim Richnak, Public Works Director

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richnaktl@ci.troy.mi.us

Real Estate & Development (Economic Development)

Douglas J. Smith, Real Estate & Development Director

(248) 524-3498

d.smith@ci.troy.mi.us

Traffic Engineering

John K. Abraham, Traffic Engineer

(248) 524-3379

abrahamjk@ci.troy.mi.us

Review Fee Information

Preliminary Site Plan Review: \$800.00

Final Site Plan Review: \$100.00

Site Plan Approval Renewal: \$500.00

Rezoning Request: \$1,500.00

P.U.D. Qualification Review: No Fee**

P.U.D. Preliminary Approval: \$1,500.00**

P.U.D. Final Approval: \$1,500.00**

P.U.D. Consultant Fees: **Direct Reimbursement of Planning Consultant Fees

Site Condominium – Preliminary Site Plan Review: \$500.00 plus \$10 per lot

Site Condominium – Final Site Plan Review: \$100.00 plus \$10 per lot

Site Plan Approval Renewal: \$500.00 plus \$10 per lot

Subdivision Tentative Preliminary Plat Review: \$500.00 plus \$10 per lot

Subdivision Final Preliminary Plat Review: \$100.00 plus \$10 per lot

Subdivision Final Plat Review: \$100.00 plus \$10 per lot

Subdivision Approval Renewal: \$500.00 plus \$10 per lot

Source: <http://www.ci.troy.mi.us/Planning/forms/FeeSchedule.pdf>

Residential Tap Fee Information

Sanitary Sewer: \$15.00 (Lines up to 6", 1st 50 feet, see sewer permit installation application for more information at http://www.ci.troy.mi.us/BuildingInspection/permits/SEWER%20PERMIT%20APPLICATION1_.pdf)

Water: \$1,898.24 (assumes 1" service pipe and ¾" meter)

Source: *Telephone interview with City of Troy Water Division*

Tax Information

Homestead Summer Taxes 2005: 27.0459 mills

Homestead Winter Taxes 2005: 8.7279 mills

Total Homestead Taxes for 2005: 35.7738 mills

Source: *<http://www.ci.troy.mi.us/Assessing/Mills/>*

Demographics for Troy

Population (2000 U.S. Census, unless noted otherwise)

2000 Total Population: 80,959 May 2006 Population: 81,287 (SEMCOG estimate)
Male: 40,081
Female: 40,878
Median Age: 38.1

Racial Makeup (2000 U.S. Census)

White: 66,627 (82%)
African American: 1,694 (2%)
American Indian and Alaska Native: 125 (0%)
Asian: 10,730 (13%)
Pacific Islander: 18 (0%)
Other Race: 292 (0%)
Multi-Racial: 1,473 (2%)
Hispanic or Latino: 1,184 (1%)

Household Information (2000 U.S. Census, unless noted otherwise)

2000 Total Households: 30,018 May 2006 Households: 31,029 (SEMCOG estimate)
Family Households: 21,874
Family Households with Children under 18 years: 11,062
Median Household Income: \$77,538
Average Household Size: 2.69

Families (2000 U.S. Census)

Married Couple Families: 19,352
Average Family Size: 3.23

Housing Tenure (2000 U.S. Census)

Total Housing Units: 30,872
Owner-occupied Housing: 23,200 (75%)
Renter-occupied Housing: 6,818 (22%)

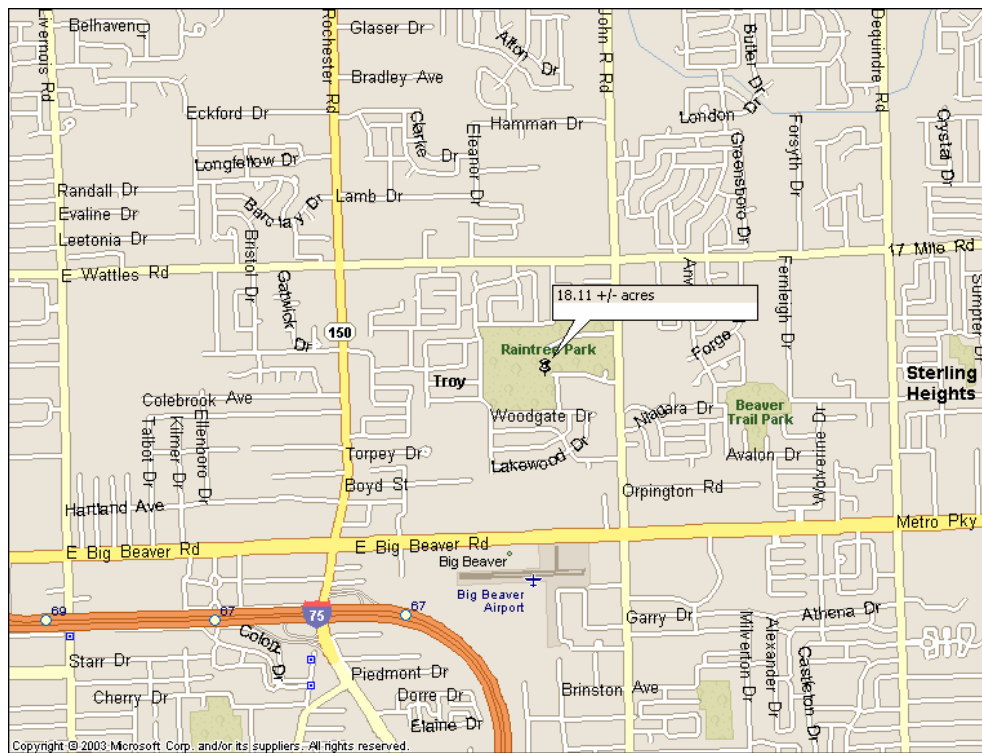
Single-Family Detached: 22,608 (73%)
Single-Family Attached: 1,534 (5%)
Two-Family/Duplex: 166 (1%)
Multiple Family Apartments: 6,224 (20%)
Manufactured Homes: 340 (1%)
Median Housing Value of Owner-Occupied Units: \$219,800

Single Family Residential Building Permits (SEMCOG)

Annual Average (2000-2004): 145
Total in 2005: 215
Total in 2006: 34

III. LOCATION /SITE MAPS

LOCATION



AERIAL PHOTOGRAPH



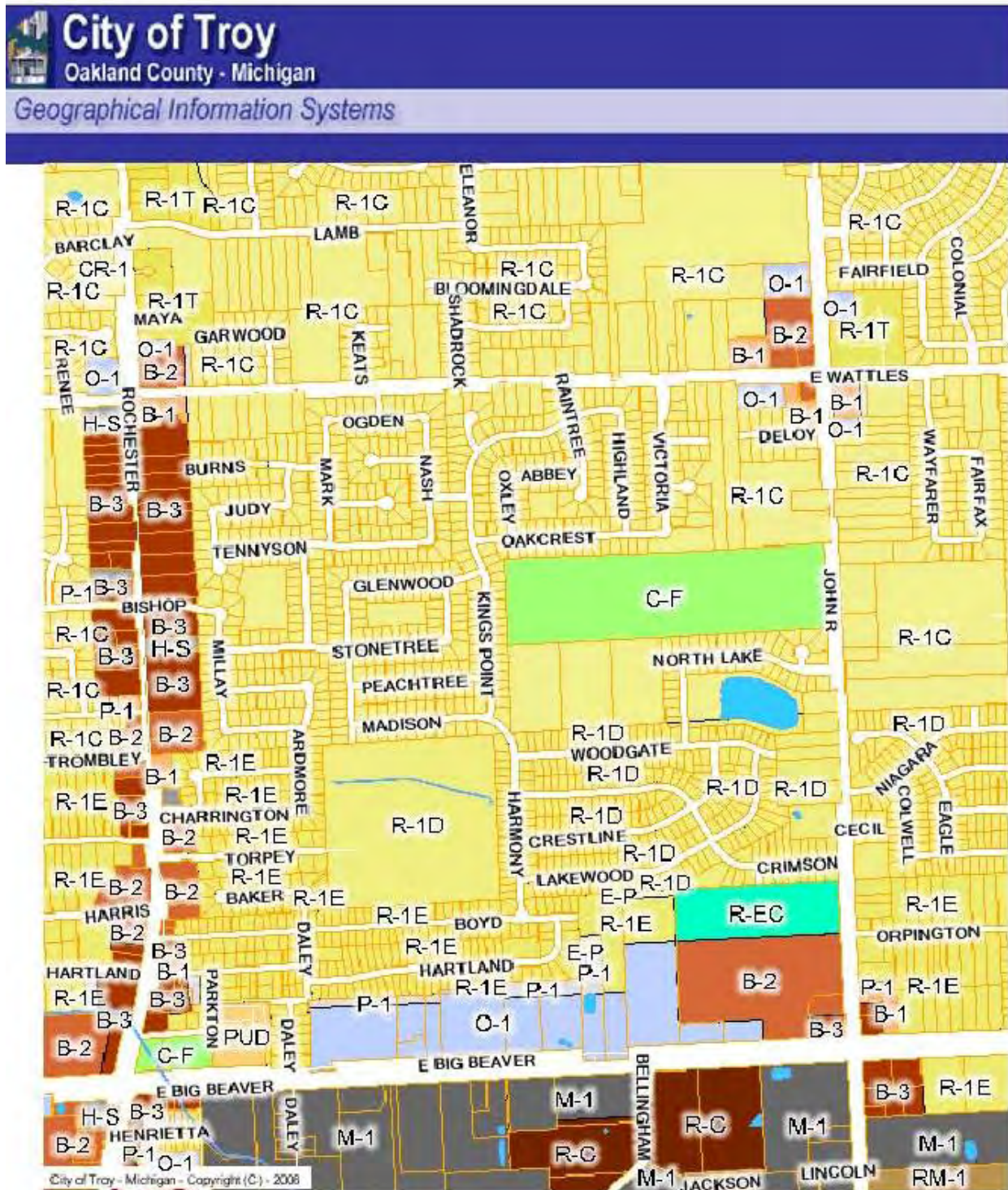
IV. ZONING

ZONING SUMMARY

The site is currently zoned R-1C ONE-FAMILY RESIDENTIAL (85-foot wide, 10,500 square foot lots with sewer). The site is surrounded by R-1C and R-1D Zoning. The One-Family Cluster Option and Averaged Lot Sizes are available in the R-1C Zoning District.

The Schedule of Regulations and footnotes, and allowed uses for the R-1C ZONING DISTRICT from the Zoning Code of Troy are included in this section, as well as regulations for One-Family Cluster Option and Averaged Lot Sizes.

ZONING MAP



30.00.00 ARTICLE XXX SCHEDULE OF REGULATIONS

30.10.00 -----SCHEDULE OF REGULATIONS - RESIDENTIAL

	Minimum Lot Size <u>Per Dwelling Unit</u>	Maximum Height of Structures (T)		Minimum Yard Setback (R) (Per Lot in Feet)				Minimum Floor Area Per Unit (Square Feet)	Maximum % of Lot Area Covered by All Buildings
	Area in Width Use District Sq. Ft. In Feet	In Stories	In Feet	Front Least One	Sides Total Two	Rear			
30.10.0 1	R-1A One-Family Residential Without Sewer 30,000(A) 150 With Sewer 21,780(A) 120	2 ½ 2 ½	25(U) 25(U)	40 40	15(N) 15(N)	30 30	45 45	1,400 1,400	30% 30%
30.10.0 2	R-1B One-Family Residential Without Sewer 21,780(A) 110 With Sewer 15,000(A) 100	2 ½ 2 ½	25(U) 25(U)	40 40	15(N) 10(N)	30 25	45 45	1,400 1,400	30% 30%
30.10.0 4	R-1C One-Family Residential Without Sewer 21,780(A) 110 With Sewer 10,500(A) 85	2 2	25 25	30 30	15(N) 10(N)	30 20	40 40	1,200 1,200	30% 30%
30.10.0 5	R-1D One-Family Residential Without Sewer 21,780(A) 110 With Sewer 8,500(A) 75	2 2	25 25	25 25	15(N) 8(N)	30 20	40 40	1,000 1,000	30% 30%
30.10.0 6	R-1E One-Family Residential Without Sewer 21,780 110	2	25	25	15(N)	30	35	1,000	30%

	Minimum Lot Size Per Dwelling Unit Area in Width Use District Sq. Ft. In Feet	Maximum Height of Structures (T) In Stories In Feet	Minimum Yard Setback (R) (Per Lot in Feet) Front Sides Rear Least Total One Two	Minimum Floor Area Per Unit (Square Feet)	Maximum % of Lot Area Covered by All Buildings
	With Sewer 7,500 60	2 25	25 5(N) 15 35	1,000	30%
30.10.0 7	CR-1 One-Family See Section 11.00.00 Residential Cluster	2 25	25 See Section 11.00.00 35	1,000	30%
30.10.0 8	R-1T One-Family Attached Residential 7,000 20	2 ½ 25(U)	See Section 12.50.08 25(O) 25(O) 40(O))) 35(O)	1,000	30%
30.10.0 9	R-2 Two Family Residential Without Sewer 15,000 75 With Sewer 5,000 40	2 25 2 25	25 15(N) 30 35 25) 20 35 10(N)	1,000 1,000	30% 30%
30.10.1 0	R-M Multiple-Family See Section 14.00.00 Medium Density (B) (B)	2 25	See Section 14.00.00 30(O) 30(O) 60(O) 40(O)	(B) 1-BR-600	30%
30.10.1 1	RM-1 Multiple-Family See Section 15.00.00 (Low-Rise) (B) (B)	2 25	See Section 15.00.00 30(C) 30(C) 60(C) 30(C)	2-BR-800	30%
30.10.1 2	RM-2 Multiple-Family See Section 16.00.00 (Mid-Rise) (B) (B)	See Section 16.00.00	See Section 16.00.00 (C) (C) (C) (C)	3-BR-1000	25%
30.10.1 3	RM-3 Multiple-Family See Section 17.00.00 (High-Rise) (B) (B)	See Section 17.00.00 (no Max)	See Section 17.00.00 (C) (C) (C) (C)	4-BR-1200	25%

Chapter 39 - Zoning Ordinance

(Rev. 09-27-04)

30.20.00 SCHEDULE OF REGULATIONS - NON-RESIDENTIAL

	Minimum Size Lot Area Use District In Square Feet	Maximum Height of Structures (R)(T)		Minimum Yard Setback (R) (Per Lot in Feet)				Minimum Building Floor Area (Square Feet)	Maximum % of Lot Area Covered by All Bldgs.
		In Stories	In Feet	Least Front	Sides One	Total Two	Rear		
30.20.0 1	O-1 Office Building	3	36	30	20	40	20	500	
30.20.0 2	O-M Office Mid-Rise See Section 25.20.00	(S)	(S)	30(S)	30(S))	60(S)	30(S)	500	
30.20.0 3	O-S-C Office-Service-Commercial 65,340	(Q)	330(Q)	30(Q)	30(Q))	60(Q)	30(Q)	500	
30.20.0 4	B-1 Local Business	1	20	25	(E)	(E)	20(H)	500	
30.20.0 5	B-2 Community Business	2(F)	30(F)	75(F G)	20(F G)	40(FG)	30(FG H)	500	
30.20.0 6	B-3 General Business	3	40	40	(E)	(E)	30(H)	500	
30.20.0 7	H-S Highway Service	3	40	40(G)	20(G)	40(G)	30(GH)		
30.20.0 8	R-C Research Center 43,560	3(F)	40(F)	50(L)	20(K)	40(K)	20(K)	500	
30.20.0	M-1 Light Industrial	3	40	50(L)	10(K)	20(K)	20(K)		40%

Chapter 39 - Zoning Ordinance

	Minimum Size Lot Area Use District In Square Feet	Maximum Height of Structures (R)(T) In Stories In Feet	Minimum Yard Setback (R) (Per Lot in Feet) Sides Least Total Front One Two Rear	Minimum Building Floor Area (Square Feet)	Maximum % of Lot Area Covered by All Bldgs.
9)		
30.20.1 0	P-1 Vehicular Parking	SEE ARTICLE XXIX			

30.30.00 SCHEDULE OF REGULATIONS – SPECIAL

	Minimum Size Lot Area Use District In Square Feet	Maximum Height of Structures (R)(T) In Stories In Feet	Minimum Yard Setback (R) (Per Lot in Feet) Sides Least Total Front One Two Rear	Minimum Building Floor Area (Square Feet)	Maximum % of Lot Area Covered by All Bldgs.
30.30.0 1	R-EC Residential-Elder Care See Section 19.00.00	2 25 (U)	See Section 19.00.00		
30.30.0 3	C-F Community Facilities See Section 18.00.00	2 25	See Section 18.00.00		
30.30.0 5	E-P Environmental Protection	See Section 08.00.00			

31.00.00 ARTICLE XXXI SCHEDULE NOTES

31.10.00 INTENT:

31.30.00 SCHEDULE NOTES:

- (A) See Section 34.10.00 and 34.20.00, Lot size variation regarding averaged lot sizes and subdivision open space plan; and Section 34.50.00, Planned Neighborhood Development (Rescinded 4/22/74; See Sections 34.50.01 and 34.50.02).
- (B) In the R-M, RM-1, RM-2, and RM-3 Districts, for the purpose of computing the permitted number of dwelling units per net acre, the following room assignments shall control:

One bedroom --	2 rooms
Two bedroom --	3 rooms
Three bedroom-	5 rooms
Four bedroom--	6 rooms

Plans presented showing 1, 2 or 3 bedroom units and including a "den", "library", or other extra room, shall be evaluated on the basis that such extra or additional room shall count as a bedroom for the purpose of computing density.

- (C) In an R-1T, RM, RM-1, RM-2, or RM-3 District, front, side, or rear yards need not refer to spacing between buildings for a planned development of two or more buildings on the same parcel. In such cases, the minimum distance between any two buildings shall be regulated according to the length and height of such buildings. In R-1T and RM Districts, this distance shall be no less than forty (40) feet, unless otherwise provided in this Chapter. In RM-1, RM-2, and RM-3 Districts, this distance shall be no less than thirty (30) feet.

The formula for regulating the required minimum distance between two buildings is as follows: (See Diagram 31.30.00-D, following)

$$S = \frac{La + Lb + 2 (Ha + Hb)}{6} \text{ where}$$

S = Required minimum horizontal distance between any wall of Building A and any wall of Building B or the vertical prolongation of either.

La = TOTAL LENGTH OF BUILDING A.

The total length of Building A is the length of that portion or portions of a wall or walls of Building A from which, when viewed from above, lines drawn perpendicular to Building A will intersect any wall of Building B.

Lb = TOTAL LENGTH OF BUILDING B.

The total length of Building B is the length of that portion or portions of a wall or walls of building B from which, when viewed directly from above, the lines drawn perpendicular to Building B will intersect any wall of Building A.

H_a = HEIGHT OF BUILDING A.

The height of Building A at any given level is the height above natural grade level of any portion or portions of a wall or walls along the length of Building A. Natural grade level shall be the mean level of the ground immediately adjoining the portion or portions of the wall or walls along the total length of the building.

H_b = HEIGHT OF BUILDING B

The height of Building A at any given level is the height above natural grade level of any portion or portions of a wall or walls along the length of Building A. Natural grade level shall be the mean level of the ground immediately adjoining the portion or portions of the wall or walls along the total length of the building.

(Rev. 04-10-00)

(D)

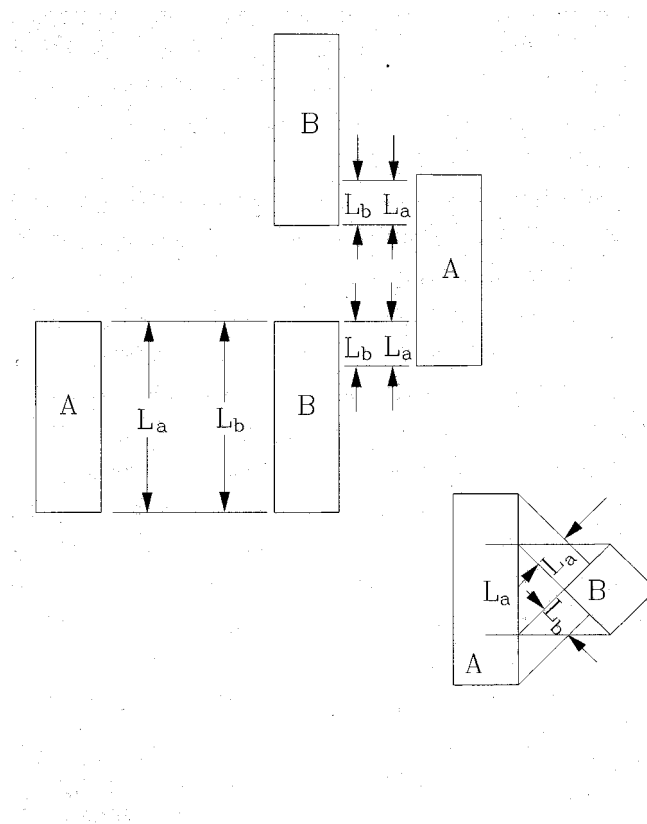


FIGURE 31.30.00 - (D)

- (E) Side yards may be reduced to (0) along the interior side lines of the District, or along side lot lines in common with other "B" Districts, if all related conditions of this Chapter are complied with. If walls of structures facing such interior or common side lot lines contain windows, or other openings, side yards of not less than ten (10) feet shall be provided.

On a corner lot which borders on a Residential District, there shall be provided a setback of twenty (20) feet on the side or residential street. On a corner lot which borders on a non- residential District having frontage on the side or intersecting street the setback on that street shall be at least equal to the front yard setback required on the subject corner lot.

When rear yards include parking, loading or property maintenance facilities, necessary access to same shall be provided by means of at least one side yard drive. Such drives shall have a minimum width of twenty-two (22) feet for two-way service or fifteen (15) feet for one-way service, and shall be kept free of any obstruction.

On an exterior side yard abutting a Residential District there shall be provided a setback of twenty-five (25) feet in width. When an exterior side yard abuts an Office, Research Center, or Industrial District, a minimum setback of ten (10) feet shall be provided.

- (F) Planned developments involving five (5) acres or more under one ownership shall be subject to the approval of the Planning Commission, after public hearing, regarding modification with respect to height regulations; subject further to the review by the City Council and approval thereof. Increases in structure height to a maximum of five (5) stories or seventy five (75) feet in B-2 Districts, or seven (7) stories or one hundred (100) feet in R-C Districts, may be permitted subject to the determination by the Planning Commission and the City Council that such modifications shall have no negative effects on adjacent properties, and subject to the following minimum yard setback provisions:

1. One and one-half (1 1/2) feet per foot of height in those yards abutting residentially zoned areas.
2. One (1) foot per foot of height in those yards abutting non- residentially zoned areas and thoroughfares.

- (G) No building shall be closer than 75 feet from the outer perimeter (property line) of such District, when such abuts a residential District. No side yards are required along the interior side lot lines of the District, or along side lot lines in common with other "B" Districts if all related conditions of this Chapter are complied with. If walls of structures facing such interior or common side lot lines contain windows, or other openings, side yards of not less than ten (10) feet shall be provided.

When rear yards include parking, loading or property maintenance facilities, necessary access to same shall be provided by means of at least one side yard drive. Such drives shall have a minimum width of twenty-two (22) feet for two-way service or fifteen (15) feet for one-way service, and shall be kept free of any obstruction.

Chapter 39 - Zoning Ordinance

The following minimum setbacks shall apply to canopies and pump facilities constructed in conjunction with Service Stations in H-S Districts:

<u>Setback</u>	<u>Canopy Support</u>	<u>Pump Islands</u>	<u>Canopy Edge</u>
Front (any street)	----- 35 ft.	30 ft.	25 ft.
Side	----- 20 ft.	20 ft.	10 ft.
Rear	----- 30 ft.	20 ft.	20 ft.

(Rev. 11-22-93)

- (H) Off-street loading space shall generally be provided in the rear yard in the ratio of at least one space for each 10,000 square feet of gross building area, or major portion thereof, or one for each establishment in a multi-tenant building not designed to be served by a common loading area, and shall be provided in addition to any required off-street parking area. Off-street loading space shall further meet the requirements of Article XL, "GENERAL PROVISIONS", Section 40.40.00.

Loading spaces may be located in other than rear yards when the Planning Commission determines that such a location would more effectively serve the loading requirements of the subject building or use, in a manner which would have no injurious effects on adjacent buildings and uses.

- (K) No building shall be located closer than fifty (50) feet to the outer perimeter (property line) of such District when said property line abuts any residential District, public street or freeway right-of-way. An obscuring wall shall be provided on those sides of the property abutting land zoned for residential use. Such walls shall not be less than six (6) feet in height, and shall be subject further to the requirements of Section 39.10.00, Article XXXIX, "Environmental Provisions".

When rear yards include parking, loading, property maintenance, or vehicular building access facilities, necessary access to same shall be provided by means of at least one side yard drive. Such drives shall have a minimum width of twenty-two (22) feet for two-way service or fifteen (15) feet for one-way service, and shall be kept free of any obstruction.

- (L) This yard shall remain as open space, unoccupied and unobstructed from the ground upward except for landscaping, plant materials, or vehicle access drives. Off-street parking spaces, aisles, loading areas, and maneuvering lanes shall not be located in such yards. All yards abutting upon a public street or freeway shall be considered as front yards for setback and open space purposes.

In the R-C, Research Center District, when such front yards abut a freeway, the Planning Commission may permit a reduction in the depth of the landscaped portion of such yards to a minimum of 20 feet, when it determines that the nature and orientation of the subject building is such that screening through the use of a fully landscaped yard is not necessary, and that a serious development constraint would be created as a result of the standard landscaped yard requirement. In instances where this alternative yard improvement approach is permitted by the Planning Commission, the minimum Landscaped Open Space area of the site

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shall be increased by an amount equivalent to at least three (3) percent of the net site area (apart from existing and/or proposed thoroughfare rights-of-way). This area shall be in addition to the area required by Section 39.70.03, or in addition to the area provided through the provision of a fully landscaped fifty (50) foot deep yard area, whichever is greater.

- (N) The side yard abutting upon a street shall not be less than the greater of the side yards required for the District in which located when there is a common rear yard relationship in the block and a common side yard relationship with the block directly across the common separating street. In the case of a rear yard abutting a side yard or when a side yard is adjacent to a front yard across a common separating street, the side yard abutting a street shall not be less than the minimum front yard of the District in which located, and shall be considered as a front yard.

(Rev. 04-12-99)

- (O) In an R-1T or R-M District, front, side, or rear yards need not refer to spacing between buildings for a planned development of two (2) or more buildings on the same parcel. In such cases the minimum distance between any two (2) buildings shall be regulated according to the formula contained in Section 31.30.00 (C). This distance shall be no less than forty (40) feet, except as modified by the following provisions relative to the R-1T District:

The Planning Commission may modify the minimum distance between buildings in R-1T Districts in the following manner, when such is not controlled by the formula contained in Sub-section (C) above:

1. The minimum distance between buildings containing no more than two (2) units and having a total length (extending from the subject yard) of no more than sixty (60) feet, may be twenty (20) feet.
2. The minimum distance between buildings containing no more than four (4) units and having a total length (extending from the subject yard) of no more than one hundred-twenty (120) feet, may be thirty (30) feet.
3. The Planning Commission shall determine the appropriate minimum distance between buildings, within the range provided above, when the subject buildings involve combinations of unit counts and/or building lengths.

- (P) In R-1T or RM Districts, the maximum horizontal length of any one building shall be one hundred-eighty (180) feet measured along any single front, side, rear, or other exterior wall elevation. See Sections 12.50.00 and 12.60.00 (R-1T District), and 14.50.00 and 14.60.00 (R-M District) for additional yard and setback requirements.

(Rev. 04-10-00)

- (Q) Eighty (80) percent of the gross floor area constructed within this District shall be contained in structures having a minimum height of three (3) stories. The minimum yards shall be thirty (30) feet for buildings, or portions of buildings three stories and thirty (30) feet in height. Additional height shall be permitted provided

that the set back is increased to a minimum of fifty (50) feet at the fourth story level

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and provided further that this fifty (50) foot setback is increased in accordance with items 1 and 2 below.

1. One-half (1/2) foot per foot of height over thirty (30) feet.
2. One-quarter (1/4) foot per foot of height over thirty (30) feet in those yards abutting a limited access freeway right-of-way.

(Rev. 06-03-02)

(R) Where applicable, yard setbacks shall be measured from the Master Thoroughfare Plan right-of-way of major thoroughfares, as established by the Master Thoroughfare Plan adopted in accordance with Act 285, Public Acts of 1931, as amended. See Article XXXIV, Section 34.20.00, for minimum yard setback dimensions applicable in subdivisions platted and developed under the open-space subdivision plan option.

(S) The minimum yards shall be thirty (30) feet for buildings, or portions of buildings three stories or less and less than thirty (30) feet in height. Buildings, or portions of buildings, up to three stories in height may be constructed up to a maximum height of 75 feet provided that the yards shall be increased in accordance with items 1, 2 and 3 below. Buildings, or portions of buildings, may be constructed to maximum height of five (5) stories or seventy-five (75) feet, provided that the set back is increased to a minimum of fifty (50) feet at the fourth story level and provided further that this fifty (50) foot setback is increased in accordance with items 1, 2 and 3 below.

1. One and one-half (1-1/2) feet per foot of height over thirty (30) feet in those yards abutting residentially zoned areas.
2. One (1) foot per foot of height over thirty (30) feet in those yards abutting non-residentially zoned areas and thoroughfares.
3. One-half (1/2) foot per foot of height over thirty (30) feet in those yards abutting a limited access freeway right-of-way.

(Rev. 06-03-02)

(T) The height of buildings and structures in the vicinity of established publicly owned airport and heliport facilities shall further be subject to the controls of Section 41.60.00.

(U) Residential structure height may be increased beyond twenty-five (25) feet provided the following conditions are met:

1. Heights up to twenty-seven (27) feet shall be approved when attic areas over 2,000 square feet are separated into areas of no more than 2,000 square feet and have no eave or cornice vents directly above exterior openings.
2. Heights over twenty-seven (27) feet and up to thirty-two (32) feet shall be approved when the structure is fully protected with an approved fire

suppression system and fire retardant materials are used for roof framing

and sheathing.

(Rev. 04-12-99)

10.00.00 ARTICLE X ONE-FAMILY RESIDENTIAL DISTRICTS

R-1A THROUGH R-1E

10.10.00 INTENT:

The R-1A through R-1E One-Family Residential Districts are designed to be the most restrictive of the residential Districts as to use. The intent is to provide for environmentally sound areas of predominantly low-density, single family detached dwellings, through the varying of lot sizes and the development options which will accommodate a broad spectrum of house sizes and designs appealing to the widest spectrum of the population.

10.10.01 Persons seeking to rezone property to the Zoning District governed by this Article shall conform to the requirements of Section 03.20.00.

10.20.00 PRINCIPAL USES PERMITTED:

In a One-Family Residential District (R-1A through R-1E) no building or land shall be used and no building shall be erected except for one or more of the following specified uses, unless otherwise provided in this Chapter.

10.20.01 One-Family dwellings, as defined in Section 04.20.43.

(Rev. 06-01-92)

10.20.02 Agriculture on those parcels of land separately owned outside the boundaries of either a proprietary or supervisor's plat, having an area of not less than five (5) acres; all subject to the health and sanitation provisions of the Code of the City of Troy.

10.20.03 Publicly owned and operated libraries, parks, parkways and recreational facilities.

10.20.04 Cemeteries which lawfully occupied land at the time of adoption of Ordinance 23.

10.20.05 Temporary buildings and uses for construction purposes for a period not to exceed one (1) year.

10.20.06 Accessory buildings, subject to the controls of Section 40.55.00.

10.20.07 Commercial Kennels as established before January 1, 2000, and set forth in the records of the Building Department.

(Rev. 02-05-01)

10.20.08 The Open Space Preservation Option may be utilized in the R-1A and R-1B districts, to comply with PA 179 of 2001 (amendment to City and Village Zoning Act), subject to the requirements of Section 34.60.00.

(Rev. 11-18-02)

10.20.09 The One Family Cluster Option may be utilized in the R-1A through R-1E districts, subject to the requirements of Section 34.70.00

(01/10/05)

- 10.25.00 **USES PERMITTED SUBJECT TO SPECIAL CONDITIONS:**
The following uses shall be permitted in all R-1A through R-1E One-Family Detached Residential Districts, subject to the conditions hereinafter imposed for each use.
- 10.25.01 **Home Occupations**, as defined in Section 04.20.71, subject to the following conditions:
- A) In order to insure compatibility of the subject residential parcel with the surrounding residential area, to maintain the residential character of the area, and to avoid reduction of property values, the following activities or uses shall be prohibited in conjunction with Home Occupations:
 - 1. Signs relating to any occupation or business.
 - 2. Accessory buildings devoted primarily to the subject Home Occupation or Business.
 - 3. Off-street parking area greater than that amount maintained by neighboring dwellings within three hundred (300) feet of the subject site.
 - 4. Outside storage or display of any items related to the subject Home Occupation or Business, and thus not normally incident to a one-family dwelling.
 - 5. Vehicular Traffic characterized by pick-up or delivery of materials, supplies or products, in excess of that normally incident to a one-family dwelling.
- 10.25.02 **Family Day Care Homes**, as defined in Section 04.20.60, subject to the following conditions:
- A) The number of children so cared for who are not a part of the family residing in the subject dwelling unit shall not exceed six (6).
 - B) For each child on the premises a minimum of four hundred (400) square feet of outdoor play area shall be provided, in the rear or side yards of the subject dwelling unit.
 - C) The conditions applicable to Home Occupations, as defined in Section 04.20.71 and as listed in Section 10.25.01 shall also apply to Family Day Care Homes.
 - D) The resident-operator of the Family Day Care Home shall be licensed in accordance with applicable State Law.
- 10.25.03 **Adult Foster Care Facilities**, as defined by Section 400.702 (4) of Act 218, of 1979 of the State of Michigan, as provided for by said Act and to the extent exempted from local regulation by Section 400.733 (Sec. 33) thereof, and by Section 3 (b) of Act 207 of 1921 as amended (the Zoning Enabling Act).
- 10.25.04 The City Council may permit the temporary placement of a mobile office unit for lot and home sales on the site of a new residential development, for an initial period of twelve (12) months. A possible six (6) month extension of this approval may be granted by the City Council. Approval of the temporary placement of a mobile sales office unit shall further be subject to the requirements of Chapter 47, Section 6.41-(3) of the City Code.
(08-08-94)

10.25.05 Group Childcare Homes, as defined in Section 04.20.69, licensed by the State of Michigan and in operation as of [Date of Approval of ZOTA 214-B by City Council], shall be permitted to continue on a temporary basis not to exceed 30 days after the Troy City Council has had the opportunity to conduct a public hearing and take final action on any proposed revisions to Chapter 39, Article X, related to the regulation of Group Child Care Homes, as set forth in ZOTA 214.

(11-21-05)

10.30.00 USES PERMITTED SUBJECT TO SPECIAL USE APPROVAL:

The following uses may be permitted in R-1A through R-1E, One-Family Residential Districts, subject to the conditions hereinafter imposed for each use; and also subject to the review and approval of the use by the Planning Commission. Before approving any such uses, the Planning Commission shall find that:

- A. The land use or activity being proposed shall be of such location, size and character as to be compatible with the orderly development of the Zoning District in which it is situated, and shall not be detrimental to the orderly development, property values, environment or use of adjacent land and/or Districts.
- B. The land use or activity under consideration is within the capacity limitations of the existing or proposed public services and facilities which serves its location.

Planning Commission approval of the Site Plan for such uses is also required. Site Plans for the expansion of such use shall also be subject to the approval of the Planning Commission.

(Rev. 07-10-00)

10.30.01 Persons seeking Special Use Approval for specified uses governed by this Article shall conform to the requirements of Section 03.30.00.

10.30.02 Schools:

- (A) Public, parochial and other private elementary, intermediate (including junior high and middle) and/or high schools offering courses in general education, including those under the control of the State Superintendent of Education and those which are non-profit corporations in accordance with State Law, subject to the following conditions:
 - (1) Private and parochial schools shall be located so as to have at least one (1) property line abutting a Major Thoroughfare or Secondary Thoroughfare, as indicated on the Master Thoroughfare Plan. The frontage on such a thoroughfare shall be at least equal to the minimum frontage required by the applicable Zoning District.
 - (2) Sites for such facilities shall have a minimum area of at least five (5) acres, or one (1) acre for each 50 students permitted within the capacity of the proposed establishment, whichever is greater.
 - (3) The front side and rear yard setbacks shall be a minimum of fifty (50) feet.

- (4) Parking shall not be permitted in the required yards adjacent to any public street, and said yards shall be maintained as landscaped open space.
- (5) Buildings or building elements of greater than the maximum height allowed in Article XXX, "Schedule of Regulations", may be allowed, provided that the yard setbacks from property lines for such a building element shall be at least four (4) times the height of the building element. In no instance shall such a building element exceed eighty (80) feet in height. These setback requirements shall apply to building elements and elements of building expansions wherein construction is initiated after January 1, 1990. School structures existing prior to January 1, 1990 are exempt from height requirements delineated in Article XXX, "Schedule of Regulations".
- (6) All structures, appurtenances, and fixtures related to outdoor recreational purposes shall be located a minimum of 200 feet from any residentially zoned property line.

10.30.03 Child Care Centers, Nursery Schools or Day Nurseries (not including dormitories), subject to the following conditions:

- A) That for each child so maintained or cared for, there shall be provided and maintained a minimum of one hundred fifty (150) square feet of outdoor play area. Such play area shall have a total minimum area of not less than five thousand (5000) square feet and shall be visually screened from any adjoining lot in any residential District, in a manner acceptable to the Planning Commission.
- B) Such uses shall not be permitted in the interior of any residential block. Such uses shall be located adjacent to a multiple family residential, office or commercial District, or within a previously established church complex or a public or private school utilized for the education of children, other than a home school.

(Rev. 03-20-06)
- C) Such uses shall, as transitional uses between non-residential and residential development, be so designed architecturally as to reflect the predominant architectural character of the residential District within which they are located.

10.30.04 Churches and other facilities normally incidental thereto, subject to the following conditions:

- A. Buildings of greater than the maximum height allowed in Article XXX, "Schedule of Regulations", may be allowed provided that the front, side and rear yards are increased one (1) foot for each foot of building height which exceeds the maximum height allowed.

(Rev. 07-10-00)
- B. Front, side and rear yard setbacks shall be a minimum of fifty (50) feet.
- C. The site shall be so located as to have at least one (1) property line abutting a Major Thoroughfare of not less than one hundred twenty (120) feet of right-of-way width, existing or proposed, and all ingress and egress to the site shall be directly onto

such major thoroughfare or a marginal access service drive thereof, with the following exceptions:

1. The Planning Commission may permit access drives to streets or thoroughfares other than Major Thoroughfares, in those instances where they determine that such access would improve the traffic safety characteristics in the area of the site, while not negatively impacting adjacent residential properties.
- D. One or more of the following locational criteria may be considered by the Planning Commission as a basis for approval or denial of proposals for church development:
1. Location at the intersection of two (2) Major Thoroughfares, each of which has a right-of-way width of at least one hundred twenty (120) feet (existing or proposed).
 2. Location abutting a Freeway right-of-way.
 3. Location involving a total Major Thoroughfare frontage block (extending between two intersecting local streets).
 4. Location where the site has at least one (1) property line, apart from its Major Thoroughfare frontage, in common with land which is developed, zoned, or otherwise committed for use other than the construction of One-Family Residential dwellings.

These criteria are intended, in part, to assure that the location of a church will not negatively impact the potential for the logical extension of single-family residential development in the adjacent area.

- E. Parking shall not be permitted in the required yards adjacent to any public street or adjacent to any land zoned for residential purposes, other than that which is developed or committed for uses other than the construction of residential dwellings. Such yards shall be maintained as landscaped open space. This landscaped yard area requirement related to parking areas adjacent to residentially zoned land shall apply to parking areas for which site plans were approved after July 1, 2000.

(Rev. 07-10-00)

- F. Whenever the off-street parking is adjacent to land zoned and developed or developable for residential purposes, the parking area shall be screened from that adjacent residential area by the placement of a four feet six inch (4' 6") high landscaped earth berm. The top of the berm shall be landscaped with a minimum of a double row, ten (10) feet apart, of upright coniferous evergreens (pine or spruce species, as acceptable to the Department of Parks and Recreation), five (5) to six (6) feet in height, twenty (20) feet on center, staggered ten (10) feet on center.

This landscaped berm requirement shall apply to parking areas for which site plans were approved after July 1, 2000. The screening for parking areas established or proposed for construction before that date is permitted to be in the form of a continuous obscuring wall, four feet six inches (4'6") in height, in accordance with the provisions of Article XXXIX, Environmental Provisions. This screenwall shall be provided at or adjacent to those sides of the parking area

which lie adjacent to residentially zoned land. Such parking area screenwalls shall also be provided adjacent to residentially zoned land wherein the above-described landscaped berm requirement does not apply.
(Rev. 07-10-00)

- G. Whenever facilities such as community halls, fellowship or social halls, recreation facilities and other similar uses are proposed as incidental to the principal church or worship facility use, such secondary facilities shall not be constructed or occupied in advance of the sanctuary or principal worship area of the church complex.
1. The seating capacity of such incidental use areas shall not exceed that of the sanctuary or principal worship area of the church complex.
 2. Parking shall be provided for such incidental use areas at one-half (½) the rate of that required for the sanctuary or principal worship area, and shall be in addition to the parking required for the principal worship area.
 3. Such incidental facilities must be used for church, worship, or religious education purposes, in a manner which is consistent with residential zoning and compatible with adjacent residential property. They shall not be used, leased or rented for commercial purposes.
 4. Active indoor recreation facilities, such as gymnasiums, shall be located at least eighty (80) feet from any residentially zoned land, other than that which is developed or committed for uses other than the construction of residential dwellings.

(Rev. 07-10-00)

- H. All structures, appurtenances, and fixtures related to outdoor recreation purposes shall be located a minimum of one hundred (100) feet from any residentially zoned property, other than that which is developed or committed for uses other than the construction of residential dwellings.

(Rev. 07-10-00)

10.30.05 Golf courses, which may or may not be operated for profit, subject to the following conditions:

- (A) The site shall be so planned as to provide all ingress and egress directly onto or from a major thoroughfare of not less than one hundred twenty (120) feet of right-of-way width, either existing or proposed.
- (B) The site plan shall be laid out to achieve a relationship between the major thoroughfare and any proposed service roads, entrances, driveways, and parking areas which will encourage pedestrian and vehicular traffic safety.
- (C) Development features including the principal and accessory buildings and structures shall be so located and related as to minimize the possibilities of any adverse effects upon adjacent property. This shall mean that all principal or accessory buildings shall be not less than two hundred (200) feet from any property line of abutting

residentially zoned lands; provided that where topographic conditions are such that buildings would be screened from view, the Planning Commission may modify this requirement.

- (D) The minimum number of off-street parking spaces to be provided shall be six (6) spaces per hole plus one space per employee plus spaces as required under Article XL, General Provisions, for each accessory use, such as a restaurant or bar.
- (E) Whenever a swimming pool is to be provided, said pool shall be provided with a protective fence six (6) feet in height, and entry shall be by means of a controlled gate.

10.30.06 Swimming pool clubs when incorporated as a non-profit club or organization maintaining and operating a swimming pool with a specified limitation of members, either by subdivision or other specified areas within the City of Troy, for the exclusive use of the members and their guests, all subject to the following conditions:

- A. As a condition to the original granting of such a permit and the operation of such a non-profit swimming pool club, as a part of said application, the applicant shall obtain written approval from eighty five (85) percent of the property owners immediately abutting or sharing common property lines with the proposed site, and written approval of seventy five (75) percent of the property owners within 500 feet of such a site. These written approvals shall be submitted to the Planning Commission and the City Council for their review. These provisions shall not apply in the case of park or recreation areas expressly provided for on current recorded subdivision plats of which the subject property is a part, or specifically provided for in legal agreements or documents recorded in relation to such subdivisions.
- B. Such a private non-profit swimming pool club shall be limited in its service area and membership location to a single square mile Section of the City of Troy, except where the Planning Commission shall find that the logical boundaries of the neighborhood to be served extend beyond a specified Section.
- C. Front, side and rear yards shall be at least eighty (80) feet wide, except on those sides adjacent to Non-Residential Districts. Such yards adjacent to Residential Districts shall be kept free of off- street parking, shall be landscaped in trees, shrubs, grass and terrace areas. A landscaped berm at least five (5) feet in height shall be required in all yards abutting Residential Districts. Said berms shall be landscaped with a minimum of a double row, ten (10) feet apart, of upright coniferous evergreens (pine or spruce species, as acceptable to the Department of Parks and Recreation), five (5) to six (6) feet in height, twenty (20) feet on center, staggered ten (10) feet on center. All landscaping shall be maintained in a healthy condition.
- D. All lighting shall be shielded to reduce glare and shall be so arranged and maintained as to direct the light away from all residential lands which adjoin the site.
- E. Whenever a swimming pool is constructed under this Section, said pool area and pool deck shall be provided with a protective fence, six (6) feet in height, and entry shall be provided by means of a controlled gate.
- F. Off-street parking shall be provided so as to accommodate not less than one-half (1/2) of the member families and/or individual members. The Planning Commission

may modify this requirement when it is determined that the location and function of such uses are such that a substantial portion of the users will originate from the immediately adjacent areas and will have access to the site by means other than automobile travel. In no instance, however, shall the off-street parking facilities accommodate less than one third (1/3) of the member families and/or individual members. Prior to the issuance of a building permit, by-laws of the organization shall be provided in order to establish the membership involved for computing the off-street parking requirements. Off-street parking areas shall be subject further to the provisions of Article XL, General Provisions.

(Rev. 05-17-93)

10.30.07 Private non-commercial recreational areas; institutional or community recreation centers, subject to the following conditions:

- A. Any use permitted herein shall not be permitted on a lot or group of lots of record, except in those instances wherein the applicant shall obtain written approval from seventy five (75) percent of the property owners immediately abutting or sharing common property lines with the proposed site, and written approval of fifty one (51) percent of the property owners within 300 feet of such a site. These written approvals shall be submitted to the Planning Commission and the City Council for their review. These provisions shall not apply in the case of park or recreation areas expressly provided for on the current recorded subdivision plat of which the subject property is a part, or specifically provided for in the legal agreements or documents recorded in relation to such subdivisions.
- B. The proposed site for any of the uses permitted herein which would attract persons from, or are intended to serve, areas beyond the Section within which the site is located shall have at least one property line abutting a major thoroughfare of not less than 120 feet of right-of-way width, existing or proposed, and the site shall be so planned as to provide all egress and ingress directly onto or from said major thoroughfare.
- C. Front, side and rear yards shall be at least eighty (80) feet wide, except on those sides adjacent to non-residential Districts. The first fifty (50) feet of such yards adjacent to residential Districts shall be kept free of off-street parking, shall be landscaped in trees, shrubs, grass and terrace areas, and may contain required entrance drives and those walls and/or fences used to obscure the use from abutting residential Districts. All landscaping shall be maintained in a healthy condition.
- D. All lighting shall be shielded to reduce glare and shall be so arranged and maintained as to direct the light away from all residential lands which adjoin the site.
- E. Whenever off-street parking areas are adjacent to land zoned for residential purposes, a wall four feet six inches (4'-6") in height shall be provided along the sides of the parking area adjacent to such residential land, and said wall shall be subject further to the requirements of Section 39.10.00 Article XXXIX, "Environmental Provisions". Such walls may be placed at locations other than on the property lines of the site.
- F. Off-street parking shall be provided so as to accommodate not less than one half

(1/2) of the member families and/or individual members. The Planning Commission may modify this requirement when it is determined that the location and function of such uses are such that a substantial portion of the users will originate from the immediately adjacent areas and will have access to the site by means other than the automobile. In no instance, however, shall off-street parking facilities accommodate less than one third (1/3) of the member families and/or individual members. Prior to the issuance of a building permit, by-laws of the organization shall be provided in order to establish the membership involved for computing the off-street parking requirements. In those cases wherein the proposed use or organization does not have by-laws or formal membership, the off-street parking requirements shall be determined by the Planning Commission on the basis of usage. Off-street parking areas shall be subject further to the requirements of Article XL, "General Provisions".

10.30.08 Utility and public service buildings and uses (without storage yards) when, in the opinion of the Planning Commission, said buildings and uses:

- A. Maintain the residential character of the area, and,
- B. Are located so as not to hinder the natural or presumed development of the area, or detract from the value of existing development; and,
- C. Do not constitute a safety or health hazard, a nuisance, or have a noxious effect on the surrounding residential area either due to appearance or operations; and,
- D. Operating requirements necessitate the location of such uses and buildings within the District to serve the immediate vicinity.

Such buildings and uses shall be developed according to the following standards:

- E. All proposed uses and facilities shall be contained within masonry buildings and structures similar to or compatible with buildings in the adjacent residential areas.

(Rev. 10-05-98)

- F. Said structures and uses shall be located no closer than eighty (80) feet from any property line abutting a public right-of-way or other residentially zoned land, except as otherwise provided in this Section.

(Rev. 10-05-98)

- G. A landscaped berm at least five (5) feet in height shall be required in all yards abutting Residential Districts and/or public rights-of-way. Said berms shall be landscaped with a minimum of a double row, ten (1) feet apart, of upright coniferous evergreens (pine or spruce species, as acceptable to the Department of Parks and Recreation), five (5) to six (6) feet in height, twenty (20) feet on center, staggered ten (10) feet on center. All required yards shall be further landscaped in grass as a minimum. The nature of other screening, fencing, etc., in addition to the aforementioned berms, shall be subject to the approval of the Planning Commission.

(Rev. 10-05-98)

- H. Overhead transmission lines and tower structures supporting such lines are

expressly prohibited from such sites. All lines serving such sites shall be underground.

(Rev. 10-05-98)

- I. Freestanding tower structures and antennas may be permitted only on sites which are developed or otherwise committed for use other than the construction of one-family dwellings, and shall not be permitted on developed City park and public school sites.
 1. The setback for a freestanding tower structure, from an abutting residentially zoned or used parcel, shall be at least equal to five (5) times the height of the structure. This setback requirement shall not apply to sites on which antenna tower structures were constructed prior to July 1, 1998.
 2. Actions to approve the construction or placement of freestanding tower structures and antennas shall be conditioned upon submittal by the applicant of financial assurances, in a form acceptable to the City Manager, in order to assure that the subject facilities will be removed from the site within one (1) year of the date that their use ceases.

(Rev. 10-05-98)

- J. In order to maximize the efficiency of the provision of utility services, while also minimizing the impact of such facilities on the total community, collocation, or the provision of more than one utility facility at a single location, may be required by the Planning Commission. In this regard, the applicant may be required to provide information regarding the feasibility of collocation at proposed sites.
 1. In the case of freestanding tower structures and antennas, variations from this collocation direction shall be considered only in conjunction with a report from an independent qualified and licensed professional engineer, indicating reasons why collocation is physically or technically not feasible.

Nothing in these regulations shall be construed to prevent the construction, installation and operation of necessary utility and public service buildings and uses within the Residential Districts. These provisions are not, however, intended to include power-generating facilities, bulk power and fuel stations, or other large scale facilities which, by their nature and service area, could reasonably be located in Non-Residential Districts.

(Rev. 10-05-98)

10.30.09 Expansion of the buildings or facilities related to Commercial Kennels, as first permitted under Section 10.20.07 of this ARTICLE.

- A. Expansion of such buildings and facilities shall not include an increase in the area devoted to the outdoor keeping or containment of animals.

(Rev. 02-05-01)

- B. Any proposed structures or fenced areas involved in the keeping of animals shall be setback a minimum of fifty (50) feet from any property line abutting residentially zoned property.

(Rev. 02-05-01)

10.50.00 DEVELOPMENT STANDARDS:

- 10.50.01 See Article XXX, Schedule of Regulations, for limitations as to height and bulk of buildings, yard setbacks, and lot sizes per District.
- 10.50.02 See Article XXXIV, Residential Development Options, for development approaches involving varying lot size standards.
- 10.50.03 See Chapter 41 (Subdivision Control Ordinance) of the Troy Ordinance Code for requirements as to the platting of subdivisions.
- 10.50.04 See Section 40.20.00 for parking requirements.
- 10.50.05 See Section 39.95.00 for the standards and regulations applicable to construction of buildings and uses in this District when the site falls within a designated Flood Hazard Area.

10.60.00 ENVIRONMENTAL STANDARDS:

- 10.60.01 A Preliminary Environmental Impact Statement, according to the provisions of Article VII of this Chapter, shall be submitted as a part of an application for Tentative Approval of Preliminary Plats for Subdivisions involving twenty five (25) lots or more. This requirement shall also apply to subdivisions which are processed in successive parts which will total twenty five (25) lots or more.

10.60.02 STANDARDS:

In order to maintain the physical and economic stability of One-Family residential areas, the following standards shall apply:

10.60.03 SETBACKS FROM MAJOR THOROUGHFARES:

Whenever a lot or acreage parcel abuts a major thoroughfare as established by the Master Thoroughfare Plan adopted in accordance with Act 285, Public Acts of 1931, as amended, the yard setback abutting said major thoroughfare shall be at least fifty (50) feet from the existing or Master Thoroughfare Plan right-of-way line, whichever is greater. This ordinance does not prohibit expansion behind the fifty (50) foot setback. This requirement shall not apply to subdivisions for which Tentative Approval was granted prior to January 1, 1976.

(Rev. 06-03-91)

10.60.04 VARIATION IN APPEARANCE:

In any One-Family residential District, there shall be variation in the appearance of the One-Family detached residential dwellings, according to the following standard:

A dwelling's front elevation shall not re-occur in the same or a substantially similar structural form on another dwelling, within the same street frontage, without there being at least one other dwelling with a different elevation between the dwellings that repeat the frontage

elevation.

Different colors alone will not constitute different front elevations.

The Section shall not apply to any dwelling for which a building permit was issued before June 2, 1983.

10.60.05 **SCREENING FROM FREEWAY:**

Developments involving two or more one-family dwellings on parcels abutting a freeway shall include a landscaped berm at least five (5) feet in height along any property line abutting the freeway. Said berms shall be landscaped with a minimum of a double row, ten (10) feet apart, of upright coniferous evergreens (pine or spruce species, as acceptable to the Department of Parks and Recreation), five (5) to six (6) feet in height, twenty (20) feet on center, staggered ten (10) feet on center.

In instances where the grade of the freeway is more than six (6) feet above the grade of the adjacent property, a dense planting screen of upright evergreen species, at least six (6) feet in height at the time of planting, may be permitted in lieu of the described berm, in accordance with a plan approved by the Department of Parks and Recreation.

(05-17-93)

10.90.00 **AREA AND BULK REQUIREMENTS:**

See Article XXX, Schedule of Regulations.

34.70.00 ONE-FAMILY CLUSTER OPTION

34.70.01 The One-Family Cluster Option is offered as an alternative to traditional residential development for the purpose of:

- A. Encouraging the use of property in accordance with its natural character.
- B. Assuring the permanent preservation of open space and other natural features.
- C. Providing recreational facilities and/or open space within a reasonable distance of all residents of the One-Family Cluster development.
- D. Allowing innovation and greater flexibility in the design of residential developments.
- E. Facilitating the construction and maintenance of streets, utilities and public services in a more economical and efficient manner.
- F. Ensuring compatibility of design and use between neighboring property.
- G. Encouraging a less sprawling form of development, thus preserving open space as undeveloped land.

(01-10-05)

34.70.02 Eligibility Criteria:

To be eligible for One-Family Cluster consideration, the applicant must present a proposal for residential development that meets each of the following subsections (A-H):

A. Recognizable Benefits:

One-Family Cluster shall result in a recognizable and substantial benefit, both to the residents of the property and to the overall quality of life in the City. The recognizable and substantial benefits can be provided through site design elements that are in excess of the requirements of this Ordinance, such as extensive landscaping, the inclusion of a transition area from adjacent residential land uses, and preservation of individual trees, wetlands (regulated and non-regulated), woodland areas and open space.

B. Open Space:

The proposed development shall provide at least one of the following open space benefits:

1. Significant Natural Features: Preservation of significant natural features contained on the site, as long as it is in the best interest of the City to preserve these natural features which might be negatively impacted by conventional residential development. The determination of whether the site has significant natural features shall be made by the Planning Commission and City Council after review of a Site Analysis Plan, prepared by the applicant, that inventories these features.
2. Recreation Facilities: If the site lacks significant natural features, it can qualify with the provision of usable recreation facilities to which all

residents of the development shall have reasonable access. Such recreation facilities include areas such as a neighborhood park, passive recreational facilities, soccer fields, ball fields, bike paths, or similar facilities that provide a feature of community-wide significance and enhance residential development. Recreational facilities that are less pervious than natural landscape shall not comprise more than fifty (50) percent of the open space. The determination of whether the site has significant natural features shall be made by the Planning Commission and City Council after review of a Site Analysis Plan, prepared by the applicant, that inventories these features.

3. Creation of Natural Features: If the site lacks significant natural features, a proposed development may also qualify if the development will create significant natural features such as wetlands. The determination of whether the site has significant natural features shall be made by the Planning Commission and City Council after review of a Site Analysis Plan, prepared by the applicant, that inventories these features.

C. Guarantee of Open Space:

The applicant shall provide documentation to guarantee to the satisfaction of the Planning Commission and City Council that all open space portions of the development will be maintained as approved and that all commitments for such maintenance are binding on successors and future owners of the subject property. All such documents shall be subject to approval by the City Attorney. This provision shall not prohibit a transfer of ownership or control, provided notice of such transfer is provided to the City, and that the continued maintenance guarantees remain satisfactory to the City, and the land uses continue as approved in the One-Family Cluster development.

D. Cohesive Neighborhood:

The proposed development shall be designed to create a cohesive community neighborhood through common open space areas for passive or active recreation and resident interaction. All open space areas shall be reasonably accessible to all residents of the development.

E. Unified Control:

The proposed development site shall be under single ownership or control, such that there is a single person or entity having proprietary responsibility for the full completion of the project. The applicant shall provide sufficient documentation of ownership or control in the form of agreements, contracts, covenants, and/or deed restrictions that indicate that the development will be completed in its entirety as proposed. All documents shall be subject to the review and approval by the City Attorney.

F. Density Impact:

The proposed type and density of use shall not place an unreasonable impact on the subject and/or surrounding land and/or property owners and occupants and/or the natural environment. An unreasonable impact shall be considered an unacceptable significant adverse effect on the quality of the surrounding community and the natural environment in comparison to the impacts associated with conventional development.

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G. Future Land Use Plan:

The proposed development shall be consistent with the Future Land Use Plan.

H. Zoning

The land is zoned for R-1A, R-1B, R-1C, R-1D or R-1E residential development.

(01-10-05)

34.70.03 Application Information Requirements: In addition to the information required by the City of Troy for all other site plans, any development proposing to utilize the One-Family Cluster Plan shall contain the following:

- A. A complete description of the land proposed to be dedicated for the common use of lot owners in the association or to the City, including the following:
 - 1. A legal description of dedicated open space required by Section 34.70.03(B), including dedicated easements.
 - 2. A topographical and boundary survey of dedicated open space.
 - 3. An identification of the types of soil in dedicated open space.
 - 4. A Natural Features Plan that inventories all significant natural features on the property and on abutting properties, if applicable.
- B. Information regarding current and proposed ownership and use of the dedicated open space, including the following:
 - 1. The proposed ownership and control of the open space.
 - 2. The proposed methods of regulating the use of the common facilities and areas so as to eliminate possible nuisances to other property owners and/or nuisances that require enforcement by the City of Troy.
 - 3. The proposed and/or potential uses of dedicated open space and the proposed improvements to be constructed by the developer.
 - 4. A timeline setting forth the anticipated dates of the dedication of the open space for the common use of unit owners in the association or to the City of Troy.
- C. A detailed narrative and graphic plan that indicates a specific method(s) for protecting significant natural features including significant (over 10 inches in diameter) individual trees, woodlands, wetlands, and open space during construction. The plan shall be consistent with the City's tree preservation requirements, and shall be agreeable to the developer, who shall so indicate with his/her signature on the detailed narrative and graphic plan.

- E. Other relevant information necessary to show that the proposed development qualifies for approval as a One-Family Cluster development.

(01-10-05)

34.70.04 Dwelling Unit Density:

- A. The number of dwelling units allowable within the One-Family Cluster development shall be determined by the applicant through the preparation of a parallel plan for the subject property that is consistent with State, County and City requirements and design criteria for a tentative preliminary plat or unplatted site condominium. The parallel plan shall meet all standards for lot/unit size, lot/unit width and setbacks as normally required for the underlying one-family zoning district. The number of units identified in the parallel plan shall determine the number of units permitted in the development.
- B. Density Bonus. A variable density bonus of up to twenty (20) percent may be allowed at the discretion of the City Council, after recommendation from the Planning Commission, based upon a demonstration by the applicant of design excellence in the One-Family Cluster development. Projects qualifying for a density bonus shall include a minimum of fifty (50) percent of the property (One-Family Cluster) to be dedicated open space held in common ownership. In addition, projects qualifying for a density bonus shall include at least one (1) of the following elements:
 - 1. The inclusion of perimeter transition areas of at least one hundred fifty feet (150 feet) in width around all borders of the development.
 - 2. Provisions and design that preserve natural features, including use of bio-retention techniques and sustainable building features.
 - 3. Donation or contribution of land or amenities in order to provide a significant community benefit, such as for a school, park, fire hall, etc.
 - 4. Other similar elements that the City Council, after recommendation from the Planning Commission, determined to be of exceptional quality.

(01-10-05)

34.70.05 Regulatory Flexibility: The City shall permit specific departures from the dimensional requirements of the Zoning Ordinance for yards and units as a part of the approval process. The applicant may cluster the dwellings on smaller lots, as long as the following requirements are satisfied:

- A. Overall density shall not exceed the number of residential cluster units determined in 34.70.04 above.
- B. Setback provisions shall be as follows:
 - 1. Setback requirements for principal structures from all of the borders of the development shall be equal to the rear yard setback requirement for

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the underlying zoning district of the property directly adjacent to each border. The required open space areas may be located partially or completely within the required setback.

2. Setback requirements for principal structures on the interior of the development shall be as follows: If property lines do not exist between houses, the setbacks shall be measured to an imaginary line of equal distance between the houses. A duplex shall be treated as a single-detached residence for the purpose of determining required setbacks. The minimum setbacks shall be as follows.

Front: 20'. There shall be at least 25' between the garage door and the closest edge of the sidewalk to allow for an automobile to be parked in the driveway without obstructing the sidewalk.

Rear: 25'.

Side: 7.5'. For detached units with "rear-to-side" relationships, the required setback shall be 15' for each unit, for a total of 30'.

- C. All regulations applicable to parking, loading, general provisions, and other requirements shall be met.
- D. The permitted uses shall be restricted to single family detached residential development, duplex residential development, residential accessory structures, non-commercial recreation uses and open space.

(01-10-05)

34.70.06 Open Space Requirements:

- A. All land within a development that is not devoted to a residential unit, accessory structures, vehicle access, vehicle parking, a roadway, or an approved improvement, shall be set aside as common land for recreation, conservation, or preserved in an undeveloped state.
- B. A One-Family Cluster development shall maintain a minimum of thirty percent (30%) of the gross area of the site as dedicated open space held in common ownership. A minimum of twenty-five percent (25%) of the open space shall be upland area, which does not include any MDEQ-regulated or non-regulated wetlands that are accessible to all residents of the development.
- C. Areas Not Considered Open Space. The following land areas are not included as dedicated open space for the purposes of the One-Family Cluster development option:
 1. The area of any street right-of-way or private drive.
 2. The submerged area of any lakes, rivers, ponds or streams.
 3. The required setbacks surrounding a residential structure, except as otherwise provided.

4. Storm water detention or retention facilities, with the exception of Bio-retention areas that provide an active or passive recreation function, which can be considered open space.
- D. The common open space may be centrally located along the road frontage of the development, located to preserve significant natural features, or located to connect open spaces throughout the development. The open space along the exterior public roads shall have a depth of at least one hundred (100) feet, either landscaped or preserved in a natural wooded condition. In its discretion, the City Council, after recommendation from the Planning Commission, may permit either minor reductions in width or variations in width of the open space along exterior roads to accommodate taking into consideration topographic and/or other natural resource conditions, as long as the density of existing vegetation to be preserved, and size and shape of the development area are taken into consideration. The open space along the exterior public roads shall be landscaped with a minimum of one (1) deciduous canopy tree (3 to 3 ½ inches in diameter) for each ten (10) feet of road frontage. Such plantings shall be planted in staggered rows or clustered into groupings to provide a natural appearance, and shall be planted so as to have minimal impact on the future usability of sidewalks and trails. Preservation of existing trees shall be credited towards meeting the frontage-landscaping requirement.
- E. Principal access to the development shall be provided by twenty-eight (28) foot wide public streets constructed to City standards that are located within sixty (60) foot wide rights-of-way or by twenty-eight (28) foot wide streets constructed to City public street standards that are located, within forty (40) foot private easements for public access.
- Sidewalks shall be constructed across the frontage of all dwelling unit parcels in accordance with City standards. Public utilities shall be placed within street rights-of-way, or within easements approved as to size and location by the City Engineer.
- F. Connections between the dedicated open space of the development and adjacent open space, public land or existing or planned safety paths is preferred and may be required by the City Council, after recommendation from the Planning Commission.
- G. The dedicated open space shall be set aside by the developer through an irrevocable conveyance, such as deed restrictions, restrictive covenants, conservation easements, plat dedication, or other legal documents that are subject to review and approval by the City Council, after review and recommendation by the City Attorney. These irrevocable conveyance documents shall be approved prior to final approval of the development (final site plan approval), and the developer shall record such documents with the Oakland County Register of Deeds. These irrevocable conveyance documents shall specifically identify the City of Troy or the common owners as beneficiary of its provisions.
- H. The irrevocable conveyance referenced in subsection (G) shall assure that the open space will be protected from all forms of development, except as shown on the approved Final Site Plan. Such conveyance shall indicate the proposed allowable use(s) of the dedicated open space. The open space restrictions shall prohibit uses or activities that negatively affect the dedicated open space, including the following:

1. Dumping or storing of any material or refuse.
 2. Activity that may cause risk of soil erosion or threaten any living plant material.
 3. Cutting or removal of live plant material except for removal of dying or diseased vegetation.
 4. Use of motorized off-road vehicles.
 5. Cutting, filling or removal of vegetation from wetland areas.
 6. Use of pesticides, herbicides or fertilizers within any wetlands area.
- I. The irrevocable conveyance referenced in subsection (G) shall provide the following:
1. The dedicated open space shall be perpetually maintained by parties that have an ownership interest in the open space.
 2. Standards for scheduled maintenance of the open space.
 3. If the owners of the dedicated open space have failed to maintain it so that it becomes a public nuisance, then the City shall undertake all future maintenance, and shall annually assess the costs for such maintenance upon the property owners in the association, based on the benefit allocation for each property.
- J. Continuing Obligation: The dedicated open space shall forever remain open space, subject only to uses approved by the City on the approved Final Site Plan.
- K. Allowable Structures: Any structures or buildings accessory to a recreation or conservation use may be erected within the dedicated open space. These accessory structures or buildings shall not exceed one percent (1%) of the required open space area.

(01/10/2005)

Chapter 39 - Zoning Ordinance

34.00.00 ARTICLE XXXIV RESIDENTIAL DEVELOPMENT OPTIONS

34.10.00 AVERAGED LOT SIZES:

The intent of this Section is to permit the subdivider or developer to vary his lot sizes and lot widths so as to average the minimum size of lot per unit as required in ARTICLE XXX "SCHEDULE OF REGULATIONS", for each One-Family Residential District excepting the R-1E District. If this option is selected, the following conditions shall be met:

34.10.01 In meeting the average minimum lot size, no lot area or width shall be reduced by more than ten (10%) percent of that area or width required in the "SCHEDULE OF REGULATIONS".

34.10.02 The number of residential lots shall be no greater than if the land area to be subdivided were developed in the minimum square foot lot area required for the District under ARTICLE XXX "SCHEDULE OF REGULATIONS". In this regard, the following maximum gross densities (including roads) shall not be exceeded:

R-1A = 1.6 dwelling units per acre

R-1B = 2.2 dwelling units per acre

R-1C = 3.1 dwelling units per acre

R-1D = 3.8 dwelling units per acre

34.10.03 The technique of averaging minimum lot size shall be acceptable only in the instances wherein the entire preliminary plat, which has received City Council approval, is carried through a final plat and is then recorded in its totality. Recording of portions of a preliminary plat shall not be acceptable under this option.

34.10.04 All computations showing lot area and the average area resulting through this technique shall be indicated on the print of the preliminary plat.

34.20.00 SUBDIVISION OPEN SPACE PLAN:

The intent of this Section is to permit one-family residential subdivisions to be planned as a comprehensive unit allowing, therefore, certain modifications to the standards as outline in ARTICLE XXX, "SCHEDULE OF REGULATIONS" to be made in the One-Family Residential Districts when the following conditions are met:

V. UTILITIES

VI. CONCEPT PLAN

CONCEPT PLAN SUMMARY

The following concept plans depict different configurations on the site under the current R-1C zoning.

The first concept site plan depicts a layout using the Averaged Lot Sizes provision (Section 34.10.00) with a lot count of 50 lots and preserves the natural features, woodlands and wetlands, on the site. The Averaged Lot sizes provision allows lot sizes to be varied, but not more than a 10% reduction in area or width, as long as the average of the lot sizes meets the minimum requirements for the zoning and the density is equal to or less than 3.1 units/acre under the R-1C zoning.

The second concept plan is a traditional layout using the minimum lot sizes and widths required by the current R-1C zoning. The concept plan has a lot count of 40 single-family lots.

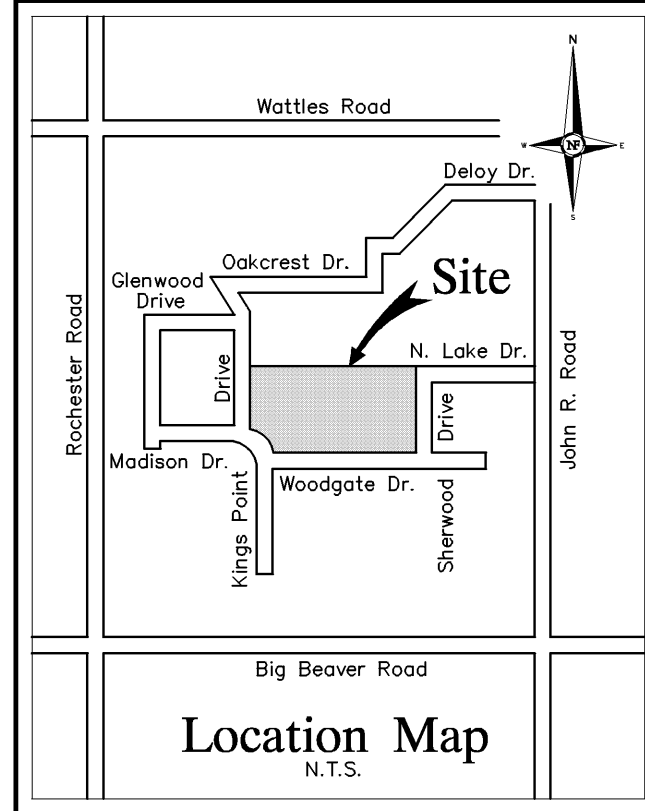


NOWAK & FRAUS

Consulting Engineers
Land Surveyors
Land Planners

1310 N. Stephenson Highway
Royal Oak, MI 48067-1508

Tel. (248) 399-0866
Fax. (248) 399-0805



WETLAND NOTE

WETLANDS D, E AND F ARE REGULATED
WETLANDS A, AA, AB, AC, AD, AE, B, C, DA, DB
ARE NON-REGULATED.
WETLANDS A AND B CONTINUE OFF SITE FOR A SHORT
DISTANCE.

NOTE

REFER TO SHEETS 2, 3 AND 4 FOR TREE SURVEY

WETLAND AREAS

WETLAND	SQ FEET	ACRES
A	46,668	1.071
AA	1,162	0.026
AB	3,500	0.079
AC	1,125	0.025
AD	1,882	0.043
AE	2,569	0.058
B	7,036	0.161
C	4,235	0.097
DA	64,641	1.483
DB	4,269	0.098
E	45,035	1.032
F	4,160	0.095

TOTAL NON-REGULATED WETLAND FILL: 122,395.00 SFT.
TOTAL REGULATED WETLAND FILL: 30,802.28 SFT.
REQUIRED MITIGATION (1.5x): 46,353.38 SFT.
MITIGATION AREA PROPOSED: 47,421.03 SFT.

SITE SUMMARY

SITE SUMMARY
EXISTING SITE ZONING: R-1C, ONE FAMILY RESIDENTIAL DISTRICT
EXISTING SITE AREA: 788,872 S.F. OR 18.11 ACRES

PROPOSED BUILDING: 1,750 S.F. (FOOTPRINT)
ALLOWABLE DENSITY: 3.1 DU/ACRE
PROPOSED DENSITY: 3.1 DU/ACRE X 18.11 ACRES = 56 UNITS PERMITTED
40 UNITS (2.21 DU/ACRE)
BLDG LOT COVERAGE: 17.2% OF GROSS SITE AREA

REQUIRED YARDS
FRONT: 30'
SIDE: 20' TOTAL (8'12" EACH SIDE)
REAR: 35'

OPEN SPACE
REQUIRED MINIMUM OPEN SPACE 3.0 ACRES

TOTAL LOT AREA: 400,275.00 SFT OR 9.19 AC.
TOTAL R.O.W. AREA: 122,745.00 SFT OR 2.81 AC.
TOTAL OPEN SPACE AREA: 266,012.26 SFT OR 6.11 AC.

PROJECT

Troy School
District Parcel
Troy, MI

CLIENT

Great Northern
Consulting Group
343 S. Main Street
Suite 202
Ann Arbor, MI 48104
Contact: Bill Bowman
Tel: (734) 996-9979
Fax: (734) 996-9242

PROJECT LOCATION

Part of the West 1/2
of the Northeast 1/4
of Section 23
T.2N., R.11E.,
City of Troy,
Oakland County, MI

SHEET

R1C One Family
Residential Concept



DATE: 06.10.06
REVISION: REV. WETLANDS

DRAWN BY:

R. Johnson

DESIGNED BY:

APPROVED BY:

T. Germain

DATE: June 19, 2006

SCALE:

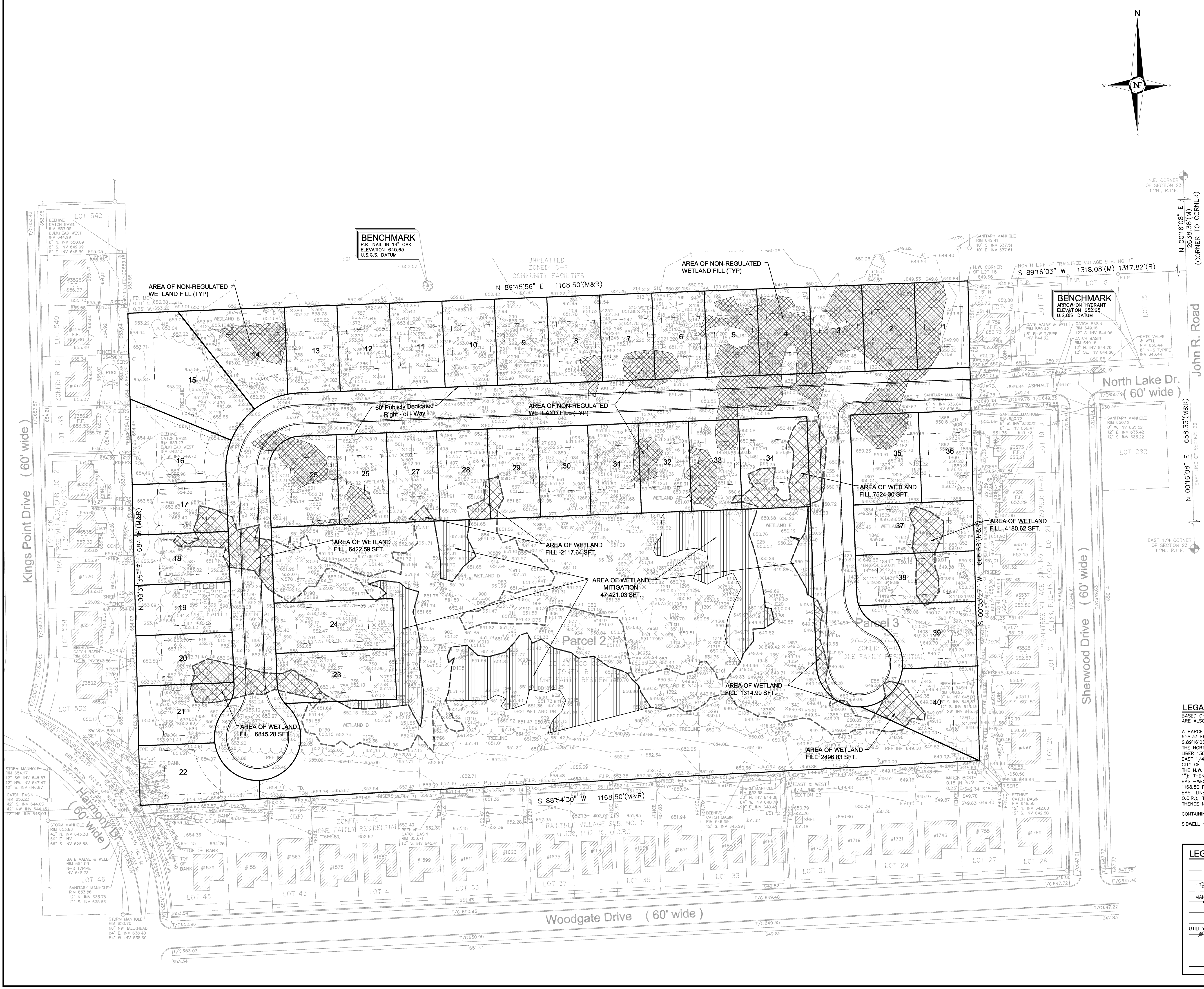
1"=60'

N/F JOB NO.

E479

SHEET NO.

1 of 1



VII. TREE & WETLANDS SURVEY

TREE & WETLAND SURVEY SUMMARY

The following surveys of natural features on the site provide all the information required for initial plan submittal to the City of Troy. The Tree Survey attached meets all requirements of the Landscape Design and Tree Preservation Standards. A copy of those standards can be downloaded from the City of Troy's website: <http://www.ci.troy.mi.us/ParksRec/parks/LandscapeDesignTreePresStds.pdf>. The Parks and Recreation Department is the reviewing agency for compliance with these standards. The standards encourage preservation of trees four to ten (4-10) inches in diameter at breast height (D.B.H.) but do not requirement replacement of trees removed. The site is heavily wooded and 1,866 trees have been surveyed.

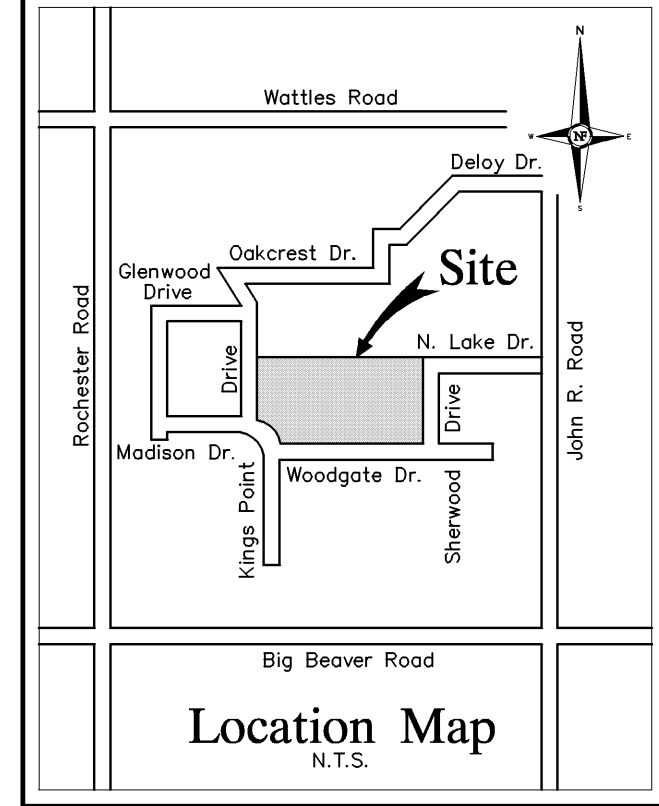
The City of Troy relies on the State of Michigan for wetland regulation. The attached wetland survey has reviewed by the Michigan Department of Environmental Quality (MDEQ) and has been examined by a wetland expert representing a nearby neighborhood group. The site has a single 1.014-acre regulated wetland, shown in red, and 11 non-regulated wetlands, each of which is less than 1.5 acres in size. The Wetland Assessment Report from the MDEQ is also attached.



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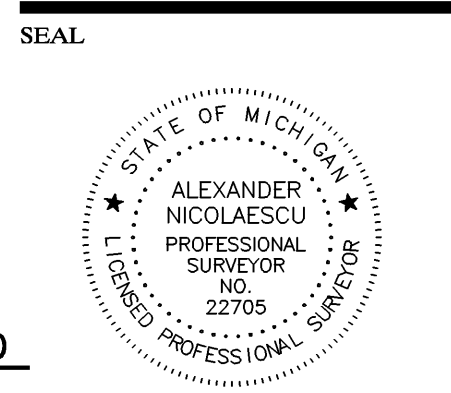


WETLAND NOTE
WETLANDS E IS REGULATED
WETLANDS A, AA, AB, AC, AD, AE, B, C, D, DA, DB AND F
ARE NON-REGULATED.
WETLANDS A AND B CONTINUE OFF SITE FOR A SHORT
DISTANCE.

NOTE
REFER TO SHEETS 2, 3 AND 4 FOR TREE SURVEY

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WETLAND	SQ FEET	ACRES
A	46,668	1.071
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AC	1,125	0.025
AD	1,282	0.043
AE	2,569	0.058
B	4,235	0.097
C	7,036	0.161
DA	64,641	1.483
DB	1,809	0.041
DE	4,269	0.098
E	45,035	1.032
F	4,180	0.095



LEGAL DESCRIPTION - PER RECORD

PARCEL 1:
A PARCEL OF LAND LOCATED IN THE WEST 1/2 OF THE N.E. 1/4 OF SECTION 23, TOWN 2 NORTH, RANGE 11 EAST, TROY TOWNSHIP (NOW CITY OF TROY), OAKLAND COUNTY, MICHIGAN BEING DESCRIBED AS: THE EAST 389.50 FEET OF THE WEST 528.87 FEET OF THE SOUTH 1/2 OF THE S.W. 1/4 OF THE N.E. 1/4 OF SAID SECTION.

PARCEL 2:
A PARCEL OF LAND LOCATED IN THE WEST 1/2 OF THE N.E. 1/4 OF SECTION 23, TOWN 2 NORTH, RANGE 11 EAST, TROY TOWNSHIP (NOW CITY OF TROY), OAKLAND COUNTY, MICHIGAN BEING DESCRIBED AS: THE SOUTH 1/2 OF THE S.W. 1/4 OF THE N.E. 1/4 OF SAID SECTION.

PARCEL 3:
A PARCEL OF LAND LOCATED IN THE WEST 1/2 OF THE N.E. 1/4 OF SECTION 23, TOWN 2 NORTH, RANGE 11 EAST, TROY TOWNSHIP (NOW CITY OF TROY), OAKLAND COUNTY, MICHIGAN BEING DESCRIBED AS: THE SOUTH 1/2 OF THE S.W. 1/4 OF THE N.E. 1/4, EXCEPT THE WEST 918.37 FEET OF SAID SECTION.

LEGAL DESCRIPTION - AS SURVEYED

BASED ON A FIELD SURVEY ALL OF THE ABOVE PARCELS OF LAND ARE AS DESCRIBED AS:
A PARCEL OF LAND BEGINNING AT A POINT DISTANT N.00°16'08"E, 658.33 FEET ALONG THE EAST LINE OF SECTION 23 AND S.89°16'03"W, 1318.08 FEET (RECORDED AS 1317.82 FEET) ALONG THE NORTH LINE OF "RAINTREE VILLAGE SUB. NO. 1" (RECORDED IN LIBER 138, PAGES 12-16, OAKLAND COUNTY RECORDS) FROM THE EAST 1/4 CORNER OF SECTION 23, TOWN 2 NORTH, RANGE 11 EAST, CITY OF TROY, OAKLAND COUNTY, MICHIGAN (SAID POINT ALSO BEING THE N.W. CORNER OF LOT 18 OF SAID "RAINTREE VILLAGE SUB. NO. 1"); THENCE S.00°33'27"W, 666.68 FEET TO A POINT ON THE EAST-WEST 1/4 LINE OF SECTION 23, THENCE S.88°54'30"W, 1168.50 FEET ALONG EAST-EAST-WEST 1/4 LINE TO A POINT ON THE EAST LINE OF "RAINTREE VILLAGE SUB. NO. 2" (L. 139, P.1-3, O.C.R.); THENCE N.00°31'35"E, 684.16 FEET ALONG SAID EAST LINE, THENCE N.89°45'56"E, 1168.50 FEET TO THE POINT OF BEGINNING.

CONTAINING 789,032 SQUARE FEET OR 18.11 ACRES OF LAND.
SIDIWELL NO: 20-23-200-007
20-23-200-008
20-23-200-009

BOUNDARY NOTE

ALL BEARINGS ARE IN RELATIONSHIP TO THE PREVIOUSLY ESTABLISHED EAST AND WEST 1/4 LINE OF SECTION 23 OF "RAINTREE VILLAGE SUB. NO. 1" AS RECORDED IN LIBER 138, PAGES 12-16, OAKLAND COUNTY RECORDS.

FLOOD HAZARD NOTE

THIS PROPERTY IS NOT LOCATED WITHIN THE FLOOD HAZARD AREA INDICATED BY FLOOD INSURANCE RATE MAP (FIRM) COMMUNITY PANEL NO. 26010B D00A E DATED 06-10-98

TOPOGRAPHIC SURVEY NOTES

ALL ELEVATIONS ARE EXISTING ELEVATIONS, UNLESS OTHERWISE NOTED.
UTILITY LOCATIONS WERE OBTAINED FROM MUNICIPAL OFFICIALS AND RECORDS OF UTILITY COMPANIES AND NO GUARANTEE CAN BE MADE TO THE COMPLETENESS, OR EXACTNESS OF LOCATION.
THIS SURVEY MAY NOT SHOW ALL EASEMENTS OF RECORD UNLESS AN UPDATED TITLE POLICY IS FURNISHED TO THE SURVEYOR BY THE OWNER.

LEGEND

MANHOLE	EXISTING SANITARY SEWER
HYDRANT	EXISTING SAN. CLEAN OUT
GATE VALVE	EXISTING WATER MAIN
MANHOLE	EXISTING STORM SEWER
CATCH BASIN	EX. R.Y. CATCH BASIN
UTILITY POLE	EXISTING BURIED CABLES
GUY POLE	OVERHEAD LINES
GUY WIRE	LIGHT POLE
SIGN	SIGN
EXISTING GAS MAIN	EXISTING GAS MAIN

PROJECT
Troy School District Parcel Troy, MI

CLIENT
Great Northern Consulting Group
343 S. Main Street Suite 202
Ann Arbor, MI 48104
Contact: Bill Bowman
Tel: (734) 996-9979
Fax: (734) 996-9242

PROJECT LOCATION
Part of the West 1/2 of the Northeast 1/4 of Section 23 T.2N., R.11E., City of Troy, Oakland County, MI

SHEET
Boundary / Topographic / Tree Survey



DATE: 06.12.06 REV. 06.12.06
REVISION: 08.25.06 REV. 08.25.06

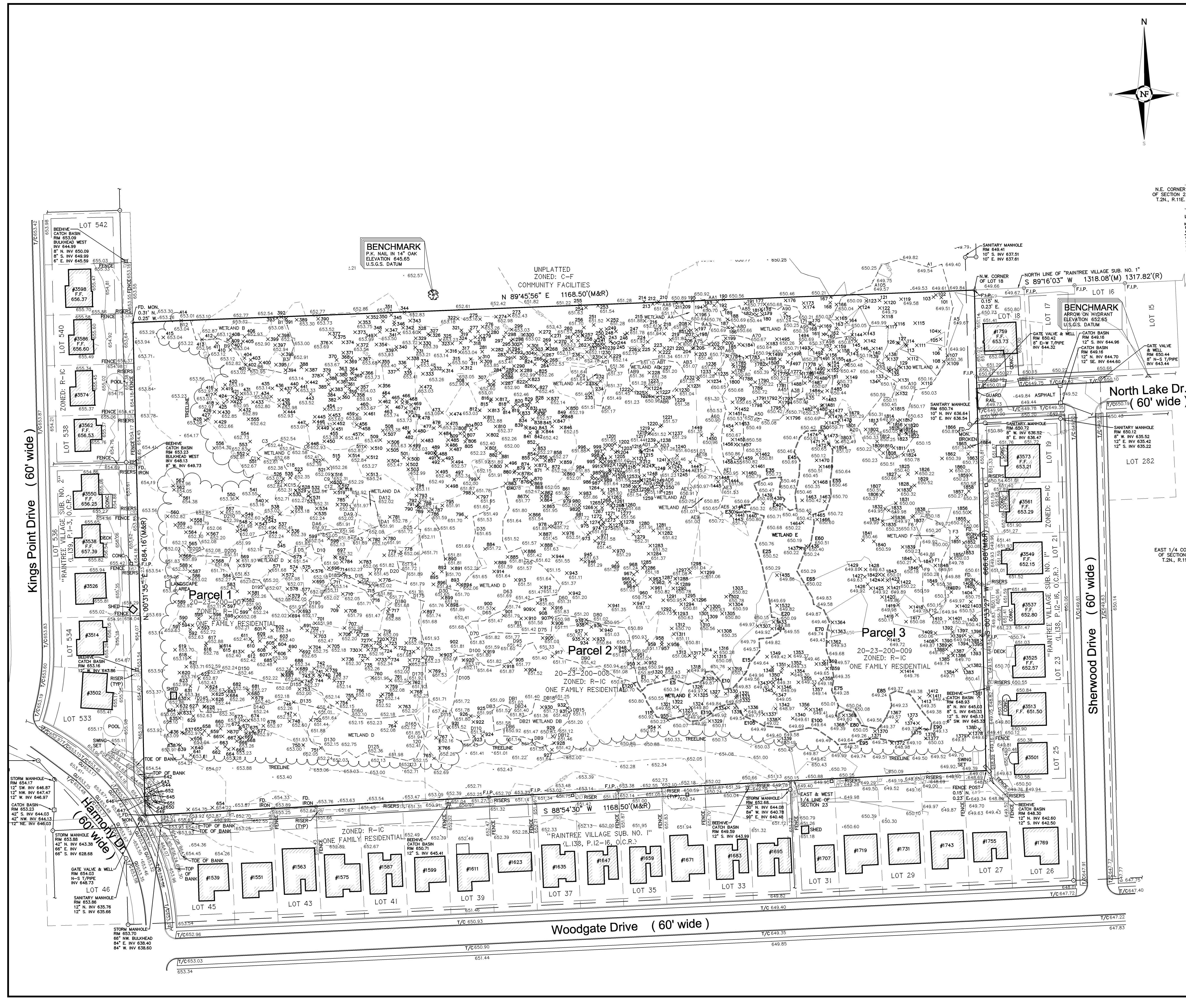
APPROVED BY:
A. Nicolaescu
DATE: June 9, 2006
SCALE: 1"=60'

DRAWN BY:
M. Carnaghi/DKIM
DESIGNED BY:

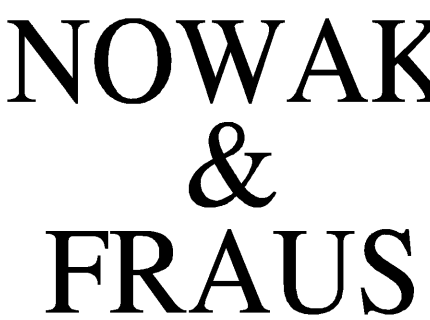
APPROVED BY:
A. Nicolaescu
DATE: June 9, 2006
SCALE: 1"=60'

N/F JOB NO.
E479

SHEET NO.
1 of 4



Tree Inventory									
Condition Description Notes									
"Good" - no observed structural defects									
"Fair" - minor structural defects, marginal form, some insect activity noted									
"Poor" - major structural defects, poor form, insect infested									
*Structural defects may include decayed wood, cracks, root problems, weak branch unions, cankers, poor tree architecture, dead/pilled branches due to various causes.									
Tree #	Botanical Name	Common Name	Dia.	Type	Other Dia.	Condition	Comments		
101	Ulmus americana	American Elm	6			Good	Asymmetrical crown		
102	Acer saccharinum	Silver Maple	8			Good			
103	Ulmus americana	American Elm	6			Poor	Crack in upper trunk, upper trunk decay		
104	Quercus bicolor	Swamp White Oak	6			Good			
105	Ulmus americana	American Elm	4			Good			
106	Ulmus americana	American Elm	4.5			Good			
107	Ulmus americana	American Elm	4			Good			
108	Ulmus americana	American Elm	4			Good			
109	Ulmus americana	American Elm	4.5			Good			
110	Acer saccharinum	Silver Maple	5 Twin	2		Fair	2" trunk dead		
111	Ulmus americana	American Elm	5			Good			
112	Ulmus americana	American Elm	5			Good			
113	Ulmus americana	American Elm	4			Good			
114	Ulmus americana	American Elm	6			Good			
115	Ulmus americana	American Elm	6			Good			
116	Ulmus americana	American Elm	5			Good			
117	Ulmus americana	American Elm	5			Good			
118	Ulmus americana	American Elm	5			Good			
119	Ulmus americana	American Elm	6.5			Good			
120	Acer saccharinum	Silver Maple	10			Poor	Trunk cavity with decay column		
121	Ulmus americana	American Elm	4			Good			
122	Ulmus americana	American Elm	5.5			Good			
123	Acer saccharinum	Silver Maple	7			Good			
124	Ulmus americana	American Elm	5			Good			
125	Ulmus americana	American Elm	5			Good			
126	Ulmus americana	American Elm	4			Good			
127	Ulmus americana	American Elm	5			Good			
128	Acer saccharinum	Silver Maple	9			Good			
129	Ulmus americana	American Elm	8			Good			
130	Ulmus americana	American Elm	4			Good			
131	Ulmus americana	American Elm	7			Good			
132	Ulmus americana	American Elm	4			Good			
133	Ulmus americana	American Elm	6			Good			
134	Quercus bicolor	Swamp White Oak	5.5			Good			
135	Ulmus americana	American Elm	6			Good			
136	Ulmus americana	American Elm	4			Good			
137	Ulmus americana	American Elm	5			Good			
138	Ulmus americana	American Elm	4.5			Good			
139	Ulmus americana	American Elm	5.5			Good			
140	Ulmus americana	American Elm	5.5			Good			
141	Ulmus americana	American Elm	4.5			Good			
142	Ulmus americana	American Elm	8			Good			
143	Ulmus americana	American Elm	7.5			Good			
144	Tilia americana	Basswood	6			Good			
145	Ulmus americana	American Elm	4			Good			
146	Acer saccharinum	Silver Maple	6			Good			
147	Acer saccharinum	Silver Maple	5			Good			
148	Acer saccharinum	Silver Maple	5.5			Good	Restricted crown development		
149	Ulmus americana	American Elm	5			Good			
150	Ulmus americana	American Elm	8 Twin	8		Good	Weak trunk union developing w included bark		
151	Acer saccharinum	Silver Maple	6 Twin	3		Good			
152	Acer saccharinum	Silver Maple	8 Twin	4		Good			
153	Acer saccharinum	Silver Maple	7			Good			
154	Acer saccharinum	Silver Maple	7			Good			
155	Ulmus americana	American Elm	5			Good			
156	Ulmus americana	American Elm	4			Good			
157	Ulmus americana	American Elm	5			Good			
158	Ulmus americana	American Elm	5			Good			
159	Ulmus americana	American Elm	5			Good			
160	Ulmus americana	American Elm	7			Good			
161	Ulmus americana	American Elm	6			Good			
162	Quercus rubra	Red Oak	7			Good			
163	Ulmus americana	American Elm	7			Good			
164	Ulmus americana	American Elm	5			Good			
165	Ulmus americana	American Elm	5			Good			
166	Ulmus americana	American Elm	5			Good			
167	Ulmus americana	American Elm	7			Good			
168	Quercus rubra	Red Oak	9			Good			
169	Quercus rubra	Red Oak	10 Multiple	7, 4		Poor	7" & 4" trunks dead		
170	Quercus rubra	Red Oak	10 Multiple	6, 4		Poor	6" & 4" trunks dead, crown dieback		
171	Quercus rubra	Red Oak	10			Good			
172	Carya ovata	Shagbark Hickory	10			Good			
173	Ulmus americana	American Elm	4.5			Good			
174	Quercus rubra	Red Oak	10.5			Good			
175	Ulmus americana	American Elm	8			Good			
176	Ulmus americana	American Elm	5			Good			
177	Quercus rubra	Red Oak	7			Good			
178	Quercus rubra	Red Oak	6			Good			
179	Quercus rubra	Red Oak	7			Good			
180	Quercus rubra	Red Oak	8			Good			
181	Quercus rubra	Red Oak	8			Good			
182	Quercus rubra	Red Oak	5			Good			
183	Ulmus americana	American Elm	4			Good			
184	Quercus bicolor	Swamp White Oak	9			Good			
185	Quercus bicolor	Swamp White Oak	6			Good			
186	Quercus bicolor	Swamp White Oak	5			Good			
187	Carya ovata	Shagbark Hickory	5.5			Good			
188	Quercus rubra	Red Oak	5			Good			
189	Quercus bicolor	Swamp White Oak	5			Good			
190	Quercus bicolor	Swamp White Oak	7			Good			
191	Quercus rubra	Red Oak	6			Good			
192	Ulmus americana	American Elm	4			Good			
193	Ulmus americana	American Elm	10			Good			
194	Ulmus americana	American Elm	5			Good			
195	Ulmus americana	American Elm	5			Good			
196	Acer saccharinum	Silver Maple	5			Good			
197	Acer saccharinum	Silver Maple	9			Fair	Weak branch attachments		
198	Quercus bicolor	Swamp White Oak	8			Good			
199	Quercus bicolor	Swamp White Oak	5			Good			
200	Quercus bicolor	Swamp White Oak	7			Good			
201	Quercus bicolor	Swamp White Oak	10.5			Good			
202	Ulmus americana	American Elm	4.5			Good			
203	Quercus rubra	Red Oak	6			Good			
204	Quercus bicolor	Swamp White Oak	8			Good			
205	Ulmus americana	American Elm	10			Good			
206	Ulmus americana	Swamp White Oak	6			Poor	80% dead, does not appear to be budding out		
207	Ulmus americana	American Elm	5.5			Good			
208	Ulmus americana	American Elm	5			Good			
209	Acer rubrum	Red Maple	7 Twin	6		Good	Asymmetrical crown		
210	Ulmus americana	American Elm	5			Good			
211	Acer rubrum	Red Maple	4			Good			
212	Acer rubrum	Red Maple	10 Twin	4		Good	Asymmetrical crown		
213	Acer rubrum	Red Maple	9			Good			
214	Acer rubrum	Red Maple	5.5 Twin	5		Poor	5" trunk dead, weak trunk union		
215	Ulmus americana	American Elm	10			Good			
216	Ulmus americana	American Elm	5			Good			
217	Acer rubrum	Red Maple	6			Good			
218	Ulmus americana	American Elm	9			Good			
219	Quercus macrocarpa	Bur Oak	6			Good			
220	Quercus macrocarpa	Bur Oak	4			Good			
221	Quercus macrocarpa	Bur Oak	5			Good			
222	Tilia americana	Basswood	7 Twin	5		Good	Restricted crown development		
224	Tilia americana	Basswood	9 Twin	8		Good	50% of tree is dead		
225	Prunus serotina	Black Cherry	6 Twin	6		Good			
226	Quercus bicolor	Swamp White Oak	4			Good			
227	Rhamnus cathartica	Common Buckthorn	5			Good			
228	Acer rubrum	Red Maple	10			Good			
229	Quercus bicolor	Swamp White Oak	10			Good			
230	Ulmus americana	American Elm	9			Good			
231	Ulmus americana	American Elm	9			Good			
232	Acer rubrum	Red Maple	9			Good			
233	Acer rubrum	Red Maple	9			Good			
234	Acer rubrum	Red Maple	5			Good			
235	Acer rubrum	Red Maple	5			Good			
236	Ulmus americana	American Elm	10 Multiple	7.5		Good	Weak trunk union developing w included bark		
237	Quercus bicolor	Swamp White Oak	9 Multiple	8.8		Good			
238	Ulmus americana	American Elm	5			Good			
239	Quercus bicolor	Swamp White Oak	5			Good			
240	Quercus bicolor	Swamp White Oak	4			Good			
241	Quercus bicolor	Swamp White Oak	9			Good			
242	Quercus bicolor	Swamp White Oak	8			Good			
243	Quercus bicolor	Swamp White Oak	5			Good			
244	Quercus bicolor	Swamp White Oak	10			Good			
245	Quercus bicolor	Swamp White Oak	6			Good			
246	Ulmus americana	American Elm	4			Good			
247	Quercus rubra	Red Oak	4			Good			
248	Quercus bicolor	Swamp White Oak	9			Good			
249	Quercus bicolor	Swamp White Oak	9			Good			
250	Quercus bicolor	Swamp White Oak	4			Fair			
251	Quercus bicolor	Swamp White Oak	6			Good			
252	Acer rubrum	Red Maple	4			Good			
253	Acer rubrum	Red Maple	7 Twin	6		Good			
254	Quercus bicolor	Swamp White Oak	10			Good			
255	Ulmus americana	American Elm	6			Good			
256	Quercus bicolor	Swamp White Oak	6			Good			
257	Quercus bicolor	Swamp White Oak	5			Good			
258	Quercus bicolor	Swamp White Oak	6			Good			
259	Quercus bicolor	Swamp White Oak	6			Good			
260	Quercus bicolor	Swamp White Oak	6			Good			
261	Quercus bicolor	Swamp White Oak	9			Good			
262	Quercus bicolor	Swamp White Oak	4			Good			
263	Quercus bicolor	Swamp White Oak	7			Good			
264	Quercus bicolor	Swamp White Oak	5 Twin	3		Good			
265	Quercus bicolor	Swamp White Oak	7 Twin	8		Good			
266	Quercus bicolor	Swamp White Oak	5			Good			
267	Quercus bicolor	Swamp White Oak	6 Twin	4		Good			
268	Quercus bicolor	Swamp White Oak	6			Good			
269	Quercus bicolor	Swamp White Oak	7			Good			
270	Quercus bicolor	Swamp White Oak	6			Good			
271	Quercus bicolor	Swamp White Oak	6			Good			
272	Acer rubrum	Red Maple	6			Good			
273	Acer rubrum	Red Maple	4			Good			
274	Tilia americana	Basswood	4			Good			
275	Tilia americana	Basswood	4			Good			
276	Acer rubrum	Red Maple	4			Good			
277	Acer rubrum	Red Maple	6			Good			
278	Acer rubrum	Red Maple	5			Good			
279	Acer rubrum	Red Maple	5			Good			
280	Prunus serotina	Black Cherry	5			Good			
281	Prunus serotina	Black Cherry	4			Good			
282	Carya ovata	Shagbark Hickory	5			Good			
283	Tilia americana	Basswood	9 Multiple	9.3, 8.6, 5		Good			
284	Quercus bicolor	Swamp White Oak	10			Good			
285	Tilia americana	Basswood	5 Twin	5		Good			
286	Tilia americana	Basswood	5			Good			
287	Populus tremuloides	Trembling Aspen	10			Good			
288	Tilia americana	Basswood	5			Good			
289	Populus tremuloides	Trembling Aspen	5			Good			
290	Quercus bicolor	Swamp White Oak	7			Good			
291	Quercus bicolor	Swamp White Oak	5			Good			
292	Quercus bicolor	Swamp White Oak	6			Good			
293	Quercus bicolor	Swamp White Oak	6			Good			
294	Quercus bicolor	Swamp White Oak	5			Good			
295	Prunus serotina	Black Cherry	5			Good			
296	Prunus serotina	Black Cherry	4			Good			
297	Populus tremuloides	Trembling Aspen	9			Good			



1310 N. Stephenson Highway
Royal Oak, MI 48067-1508

SEAL

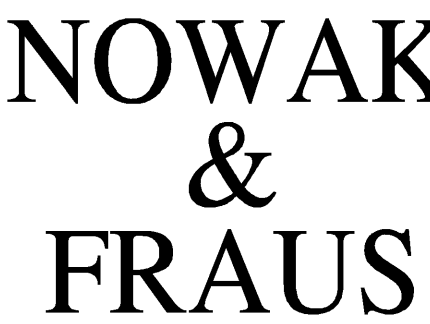
**CLIENT**

PROJECT LOCATION

SHEP

DATE: REVISION:
06.12.06 REV. WETLANDS

N/F JOB NO.	SHEET NO
E479	3 of 4



1310 N. Stephenson Highway
Royal Oak, MI 48067-1508
Tel. (248) 399-0886
Fax. (248) 399-0805

A circular professional seal for Alexander Nicolaescu, a Licensed Professional Surveyor in the State of Michigan. The seal features the text "STATE OF MICHIGAN" at the top, "ALEXANDER NICOLAESCU" in the center, "PROFESSIONAL SURVEYOR" below the name, and "LICENSED PROFESSIONAL SURVEYOR" at the bottom. The license number "NO. 22705" is also present. Two stars are positioned on the left and right sides of the seal.

Troy School
District Parcel
Troy, MI

Great Northern
Consulting Group
343 S. Main Street
Suite 202
Ann Arbor, MI 48104
Contact: Bill Bowmar
Tel: (734) 996-9979
Fax: (734) 996-9242

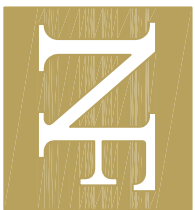
Part of the West 1/2
of the Northeast 1/4
of Section 23
T.2N., R.11E.,
City of Troy,
Oakland County, M

Tree List



APPROVED BY:
A. Nicolaescu
DATE:
June 9, 2006
SCALE:
1"=60'

N/F JOB NO.	SHEET NO.
E479	4 of 4



NOWAK
&
FRAUS

Consulting Engineers
Land Surveyors
Land Planners

1310 N. Stephenson Highway
Royal Oak, MI 48067-1508
Tel. (248) 399-0886
Fax. (248) 399-0805



SEAL

PROJECT
Troy School
District Parcel
Troy, MI

CLIENT
Great Northern
Consulting Group
343 S. Main Street
Suite 202
Ann Arbor, MI 48104
Contact: Bill Bowman
Tel: (734) 996-9979
Fax: (734) 996-9242

PROJECT LOCATION
Part of the West 1/2
of the Northeast 1/4
of Section 23
T-2N, R-11E,,
City of Troy,
Oakland County, MI

SHEET
Boundary / Topographic
/ Tree Survey



DATE: REVISION:
06/12/06 REV. WETLANDS

DRAWN BY:
M. Carraghi/DKM

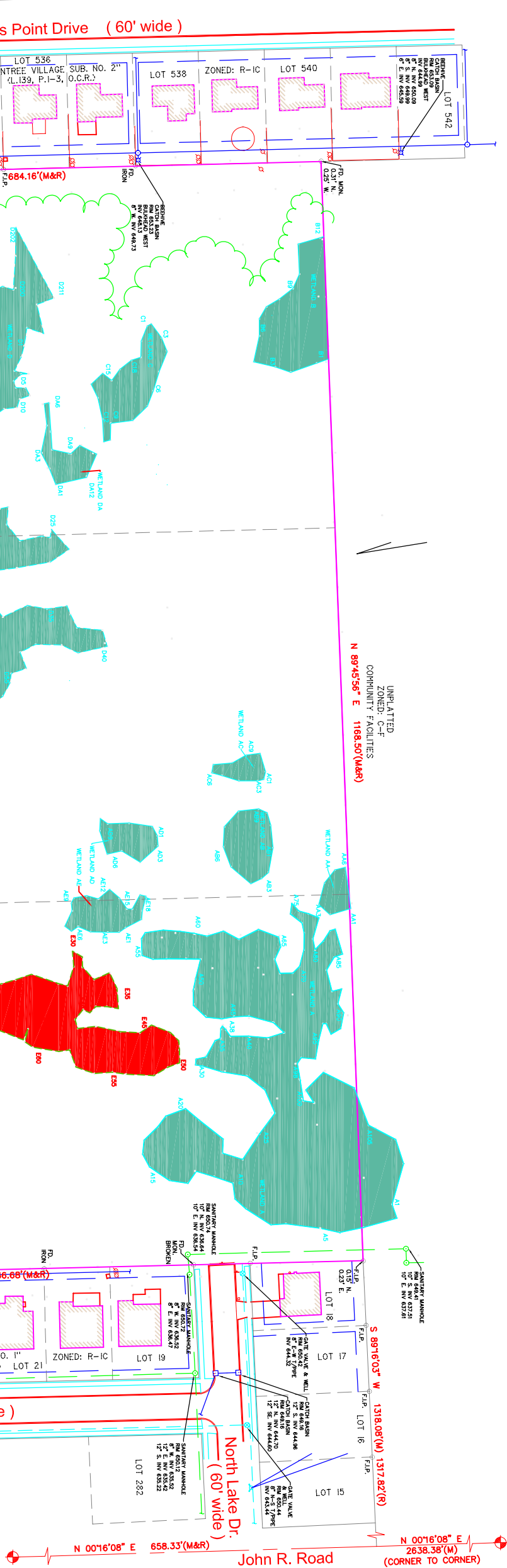
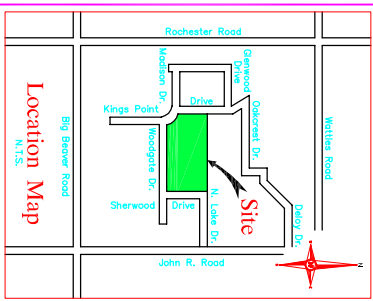
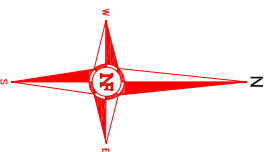
DESIGNED BY:

APPROVED BY:
A. Nicolascu

DATE:
June 9, 2006

SCALE:
1"=60'

NORTH ARROW: SHEET NO.
E479 1 of 4



LEGEND	
	WETLANDS E IS REGULATED
	D, DA, DB ARE NON-REGULATED.
LEGEND	
	MANHOLE
	EXISTING SANITARY SEWER
	EXISTING SAN. CLEAN OUT
	EXISTING WATER MAIN
	EXISTING STORM SEWER
	EXISTING CATCH BASIN
	EXISTING GATE VALVE
	EXISTING GATE VALVE & WELL
	EXISTING OVERHEAD CABLES
	EXISTING OVERHEAD CABLES
	SIGN



JENNIFER M. GRANHOLM
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF ENVIRONMENTAL QUALITY
SOUTHEAST MICHIGAN DISTRICT OFFICE



STEVEN E. CHESTER
DIRECTOR

September 20, 2006

Mr. William Bowman
Great Northern Consulting Group
343 South Main Street
Ann Arbor, MI 48104

RECEIVED
SEP 22 2006
NOWAK & FRAUS PLLC

Dear Mr. Bowman:

SUBJECT: Wetland Assessment Report
Wetland Assessment File Number: 06-63-0005-WA

The Department of Environmental Quality (DEQ) conducted a Level 3 Wetland Assessment on 18.11 acres of property (Property Tax Identification Number 20-23-200-007) located in Town 02N, Range 11E, Section 23, Troy Township, Oakland County on August 15 and 23, 2006. The assessment was conducted in accordance with Part 303, Wetland Protection of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA); and Rule 4, Wetland Assessments (R 281.924) of the Administrative Rules for Part 303. This is a report of our findings in response to your wetland assessment application.

The initial site inspection on August 15, 2006, was done by Anne Hokanson (DEQ), Kathleen Fairchild (DEQ), and Tony Dombrowski (Nowak & Fraus, PLLC). On this date, all flagged wetland boundaries were walked as requested in the wetland assessment application. The follow-up site inspection on August 23, 2006, was done by Todd Losee (DEQ), Andrew Hartz (DEQ), Anne Hokanson (DEQ), Kathleen Fairchild (DEQ), and Tony Dombrowski (Nowak & Fraus, PLLC). The second site inspection was conducted to take a closer look at upland areas of separation between a number of wetlands. The specific areas reviewed on this date were "Wetland F" and the upland areas between Wetlands D and E, Wetlands A and AE, and Wetlands A and E.

Based on our on-site investigation, which included review of plant communities, hydrologic indicators, and soils of the assessment area, and an in-office review of other pertinent information, the DEQ accepts the boundaries as flagged. Enclosed is a site map of the assessment area that was created by combining information from your consultant and the DEQ. This map identifies both regulated and unregulated wetland and upland areas within the assessment area.

The DEQ has determined that Wetland E (1.014 acres) is regulated based on the criteria of being contiguous. Wetland E is located within 500 feet of a four acre pond to the east of the site. For those areas identified as regulated wetland on the site map, specifically Wetland E, please be advised that any of the following activities require a permit under Part 303:

- a) Deposit or permit the placing of fill material in a regulated wetland.
- b) Dredge, remove, or permit the removal of soil or minerals from regulated wetland.
- c) Construct, operate, or maintain any use or development in a regulated wetland.
- d) Drain surface water from a regulated wetland.

For those areas identified as upland and non-regulated wetland on the site map, the DEQ lacks jurisdiction under Part 303 for activities occurring in those areas. The non-regulated wetlands (Wetlands A, AA, AB, AC, AD, AE, B, C, D, DA, DB) are not regulated since they are not contiguous to the Great Lakes, an inland lake or pond, a river or stream, and are each smaller than five acres in size.

You may request the DEQ reassess the subject parcel or any portion of the parcel within 60 days of the date of this report should you disagree with its findings. A written request to reassess the parcel must be accompanied by supporting evidence with regard to wetland vegetation, soils or hydrology different from, or in addition to, the information relied upon by DEQ staff in preparing this report and sent to the following address:

Wetland Assessment Program
Submerged Lands and Wetlands Unit
Land and Water Management Division
Department of Environmental Quality
P.O. Box 30458
Lansing, Michigan 48909-7756

Please be aware that this assessment report does not constitute a determination of the presence of wetland that may be regulated under local ordinances or federal law. The U.S. Army Corps of Engineers (USACE) retains regulatory authority over certain wetlands pursuant to Section 404 of the Clean Water Act (CWA) and, specifically, those wetlands associated with traditionally navigable waters of the state. Traditionally navigable waters are generally the Great Lakes, their connecting waters, and river systems and lakes connected to these waters. In other areas of Michigan, the DEQ is responsible for determination of wetland boundaries for purposes of compliance with the CWA under an agreement with the U.S. Environmental Protection Agency.

Your assessment area does not appear to be within those areas also regulated by the USACE. However, should you desire more information, please contact the USACE at 313-226-2218.

This assessment report is limited to findings pursuant to Part 303 and does not constitute a determination of jurisdiction under other DEQ administered programs. Any land use activities undertaken on the assessed parcel may be subject to regulation pursuant to the NREPA under the following programs:

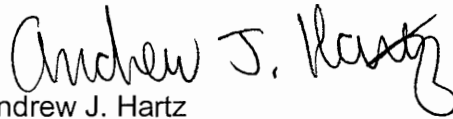
Floodplain Regulatory Authority found in Part 31, Water Resources Protection
Part 91, Soil Erosion and Sedimentation Control
Part 301, Inland Lakes and Streams

Mr. William Bowman
Page 3
September 20, 2006

The attached map depicts an approximation of the location of the non-wetland/wetland areas within the assessment area. If a more exact boundary of the wetland/non-wetland areas is needed for site development or planning purposes, we recommend you hire a certified site surveyor to map the flags on site. Once the survey is completed, please supply a copy to the DEQ to supplement our files.

The findings contained in this report are binding on the DEQ until August 23, 2009; a period of three years from the date of the assessment unless a reassessment is conducted. Please contact me if you have any questions regarding this assessment report.

Sincerely,



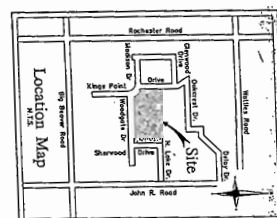
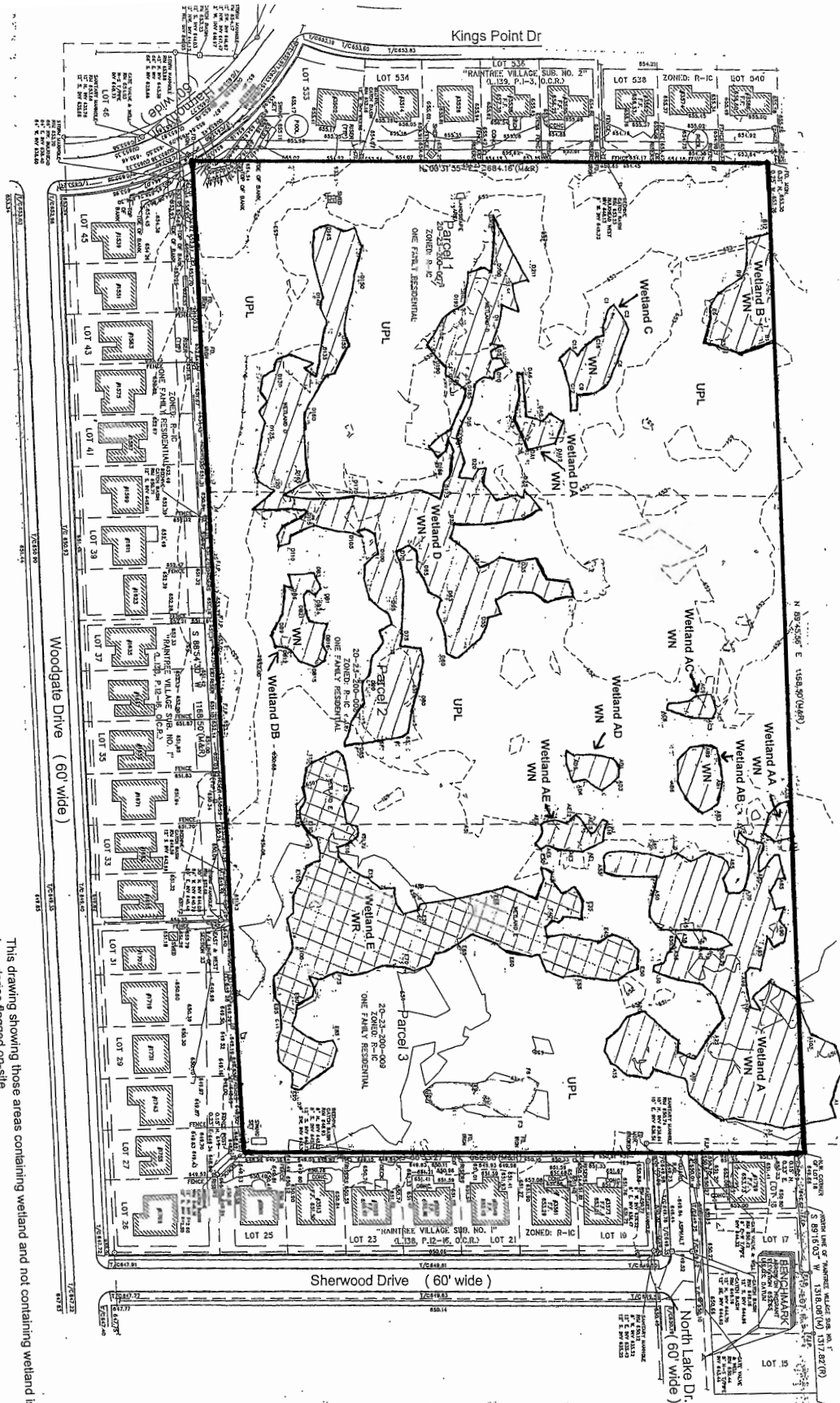
Andrew J. Hartz
District Supervisor
Land and Water Management Division
Department of Environmental Quality
586-753-3867

Enclosure

cc/enc: Oakland CEA
City of Troy

Ms. Jennifer Lawson, City of Troy Engineering Department
Mr. Michael M. Adamczyk, Troy School District
Mr. Tony Dombrowski, Nowak & Fraus, PLLC
Ms. Anne Hokanson, DEQ
Ms. Wendy Veltman, DEQ

Great Northern Consulting Group
06-63-0005-WA
9/19/2006



- Legend:
- WR = Wetland-Regulated
 - WN = Wetland-Not Regulated
 - UPL = Upland (non-wetland)

Approximate Scale: 1 inch = 120 feet

This drawing showing those areas containing wetland and not containing wetland is an approximation of the boundaries flagged on-site.

This drawing does not authorize or permit activities requiring a permit in accordance with Part 303 of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended.

Map prepared by: Kathleen Fairchild, DEQ
9/19/2006

VIII. LEGAL DOCUMENTS

OFFER TO PURCHASE REAL ESTATE

1. THE UNDERSIGNED hereby offers and agrees to purchase the following land situated in the City of Troy, Oakland County, Michigan, described as follows:

A 18.11+/- acre parcel, Sidwell Numbers 20-23-200-007, 20-23-200-008 and 20-23-200-009, more particularly described on **Exhibit A** attached hereto (the "Premises"),

subject to the existing building and use restrictions, easements, and zoning ordinances, if any, upon the following conditions:

THE SALE TO BE CONSUMMATED BY EITHER:

A. CASH SALE: Delivery of the Warranty Deed attached hereto marked as **Exhibit B** conveying marketable title. The purchase price for the Premises shall be the sum of _____ (\$_____) Dollars, payable by Purchaser at closing in cash, certified check, or direct wire transfer at the option of Seller.

OR

B. LAND CONTRACT: Payment of the sum of at least twenty-five (25%) percent of the Purchase Price of _____ (\$_____) Dollars in cash or certified check, and the execution of a Land Contract upon the attached form, marked as **Exhibit D** acknowledging payment of that sum and calling for the payment of the remainder of the purchase money within one (1) year from the date of contract in monthly payments sufficient to pay interest payments at the rate of five (5%) percent per annum, and which DO NOT include prepaid taxes and insurance.

2. As evidence of title, Seller agrees to furnish Purchaser as soon as possible a Commitment for Title Insurance, through the William T. Sheahan Title Company, in an amount not less than the purchase price bearing date later than the acceptance hereof with policy pursuant thereto to be issued insuring Purchaser. Upon closing, Seller shall pay for and order a title insurance policy consistent with the Commitment which Seller shall have updated to the date of closing.

3. In the event of default by the Purchaser hereunder, the Seller may, at its option, elect to enforce the terms hereof or declare a forfeiture hereunder and retain the deposit as liquidated damages.

4. In the event of default by the Seller hereunder, the Purchaser may, at its option, elect to enforce the terms hereof or demand, and be entitled to, an immediate refund of its entire deposit in full termination of this Agreement.

5. If written objection to the Title is made within five (5) days of delivery of the Commitment for Title Insurance, that the Title is not in the condition required for performance hereunder, the Seller shall have thirty (30) days from the date it receives notice in writing of the particular defects claimed either (1) to remedy the title defects set forth in said written notice or (2) to refund the deposit in full termination of this Agreement. Notwithstanding the above, Purchaser may, at any time during the thirty (30) day cure period, waive the conditions of this Paragraph 5 and accept the title "As Is". If the Seller is able to remedy such defects within the time specified as evidenced by written notification, revised commitment or endorsement to commitment, the Purchaser agrees to complete the sale within ten (10) days of receipt thereof or upon the closing date set in Paragraph 13.

6. All special assessments which have been assessed upon the land as of the date of this Agreement shall be paid by the Seller. All special assessments which arise after the date of this Agreement shall be paid by the Purchaser. All real property taxes on the land shall be prorated and adjusted as of the date of closing in accordance with DUE DATE basis of the municipality or taxing unit in which the property is located, under the assumptions that taxes are paid in advance and that summer and winter taxes are due and payable July 1 and December 1 respectively. Water bills shall be prorated and adjusted as of the date of closing. The Seller shall be responsible for the payment of any applicable transfer taxes associated with this transaction and the Purchaser shall be responsible for all applicable recording fees.

7. It is understood that this Offer is irrevocable for ninety (90) days from the date hereof, and if not accepted by the Seller within that time, the deposit shall be returned forthwith to the Purchaser. If the Offer is accepted by the Seller, the Purchaser agrees to complete the purchase of said property within the time indicated in Paragraph 13.

8. The Purchaser is hereby authorized to make this Offer and the deposit of Fifty Thousand and 00/100 (\$50,000.00) Dollars shall be held by the Seller and applied to the purchase price if the sale is consummated. The Seller shall not be responsible to the Purchaser for any interest associated with the subject deposit.

9. The covenants herein shall bind and inure to the benefit of the executors, administrators, successors and assigns of the respective parties.

By the execution of this instrument the Purchaser acknowledges the receipt of a copy of this Offer. The closing of this sale shall take place at the office of Clark Hill PLC, or as otherwise agreed to by the parties.

10. This Offer and all of Purchaser's obligations hereunder are contingent upon all of the following:

A. Purchaser's satisfaction with the Premises following Purchaser's testing, analysis, inspection and evaluation of the Premises ("Purchaser's Evaluations"). Purchaser shall have ninety (90) days after the Date of this Agreement ("Inspection Period") in which to conduct such investigations, evaluations and testing of the Premises (both above ground and below ground) as Purchaser deems appropriate in order to determine if the Premises are satisfactory and suitable for Purchaser's intended use and enjoyment. Purchaser's Evaluations may include, but shall not be limited to: (i) a physical inspection of all aspects of the Premises; (ii) an environmental analysis and investigation of the Premises; (iii) an analysis of the availability of any federal, state or local tax abatements or property tax reductions for the Premises; (iv) a verification that there are no existing special assessments affecting the Premises; (v) investigating the availability and condition of utility and sewage services and systems including, but not limited to, gas, water, electricity, sanitary sewer, storm sewer and telephone services and systems; (vi) making soil tests, borings and other engineering, environmental and architectural tests and evaluations; (vii) reviewing and analyzing all applicable building and use restrictions, building codes and all other federal, state and local statutes, codes, ordinances, rules and regulations relating to the ownership, development or use of the Premises; and (viii) analyzing the results of any survey. Upon completion of Purchaser's Evaluations, Purchaser shall, at its sole cost and expense, restore the Premises to a condition as good as its condition prior to such Evaluations. During the term of the Inspection Period and at all times prior to closing, Purchaser, its employees, agents, representatives, engineers, inspectors and surveyors (collectively "Representatives"), shall have the right of access to the Premises at all times for the purposes of performing Purchaser's Evaluations provided Purchaser has executed the attached Release and marked as **Exhibit C** and obtained such a Release from its Representatives. Purchaser shall indemnify and hold Seller free and harmless from and against any liability arising therefrom except as caused by the acts or omissions of Seller or Seller's agents and employees. In the event that Purchaser is dissatisfied with the results of Purchaser's Evaluations and Purchaser has notified Seller in writing within said ninety (90) day period, Purchaser shall have the option to rescind and terminate this Agreement without penalty or liability, Seller shall return all of Purchaser's deposit paid as of that time, and Purchaser shall deliver to the Seller, free of charge, a copy of any and all reports or surveys prepared in accordance with this Paragraph 10. All of Purchaser's Evaluations shall be performed at the Purchaser's sole cost and expense.

PURCHASER ACKNOWLEDGES THAT ONCE IT HAS ACCEPTED THE PREMISES PURSUANT TO THIS PARAGRAPH, IT TAKES THE PROPERTY "AS IS". EXCEPT AS PROVIDED IN PARAGRAPH 11 BELOW, SELLER HAS NOT MADE ANY REPRESENTATIONS OR WARRANTIES AS TO ANY MATTER, INCLUDING BUT NOT LIMITED TO, SOIL CONDITIONS OF THE PREMISES, EASEMENTS, BUILDING AND USE RESTRICTIONS, AVAILABILITY OF UTILITIES, OR ANY OTHER MATTER CONTEMPLATED IN THIS PARAGRAPH 10, AND THAT PURCHASER ASSUMES ALL RESPONSIBILITY FOR ANY DAMAGES CAUSED BY ANY

SUCH MATTERS UPON TRANSFER OF TITLE. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, UPON CLOSING, PURCHASER WAIVES AND RELEASES SELLER FROM ALL CLAIMS OR CAUSES OF ACTION THAT PURCHASER MAY NOW OR HEREAFTER HAVE AGAINST SELLER RELATING TO THE PREMISES AND ARISING UNDER ANY ENVIRONMENTAL LAWS.

B. (i) Following the ninety (90) day Inspection Period, Purchaser may elect to exercise one (1) additional ninety (90) day extension period in which Purchaser agrees to waive all contingencies enumerated in Paragraph 10(A) above except that Purchaser may use the ninety (90) day extension period ("Zoning Review Period") in which to pursue any change in zoning or other land use regulation desired by the Purchaser, at Purchaser's sole cost and expense. If Purchaser elects to exercise the Zoning Review Period, Purchaser shall give written notice to Seller, at least ten (10) days prior to the end of the ninety (90) day Inspection Period, that Purchaser is electing such right. If Purchaser elects to exercise the Zoning Review Period, Purchaser acknowledges that the earnest money deposit recited in Paragraph 8 of this Offer shall become non-refundable and Purchaser shall only be entitled to a return of said deposit if Purchaser is not successful in obtaining a change in zoning from the City of Troy during the Zoning Review Period. Said non-refundable Zoning Review Period extension fee shall be credited to the purchase price, at closing, if the same is consummated.

(ii) In the event that at the expiration of the Zoning Review Period the zoning has not been so changed, the Purchaser may elect to either: (1) rescind and terminate this Agreement without penalty or liability, and Seller shall return all of Purchaser's deposit paid as of that time; or (2) deem the conditions of this Paragraph 10(B)(i) satisfied and complete the sale as provided for in Paragraph 13.

C. Purchaser may, at any time during the Zoning Review Period, waive the conditions of Paragraph 10(B)(i) and accept the present zoning of the Premises.

11. Seller represents and warrants, and this representation shall survive the closing for a period of six (6) months only, that, to the best of its present knowledge, without any independent inquiry, investigation or testing for Hazardous Materials or any other matter:

A. The Premises are free of Hazardous Materials to the extent that any such presence of Hazardous Materials would have a material adverse effect on the Premises, Purchaser understands and acknowledges that Seller has not conducted, nor shall Seller be obligated to conduct, Phase I or Phase II investigations of the Premises. "Hazardous Materials" means any toxic or hazardous substance, waste, chemical or material, or any pollutant or contaminant, defined, regulated or subject to liability under any Environmental Law, including, without limitation, petroleum, petroleum products, radioactive materials, polychlorinated biphenyls, asbestos-containing material, flammables, and explosives. "Environmental Laws" mean federal, state and local laws, ordinances, rules, orders and common law

requirements relating to Hazard Materials or the protection of health, safety or the environment, now or hereafter in effect, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. 9601 *et seq.*), the Resource Conservation and Recovery Act (42 U.S.C. 6901 *et seq.*), the Hazardous Materials Transportation Act (49 U.S.C. 1801 *et seq.*), the Toxic Substances Control Act (15 U.S.C. 2601 *et seq.*), the Occupational Safety and Health Act (29 U.S.C. 651 *et seq.*), and the Natural Resource and Environmental Protection Act (M.C.L. 324.101 *et seq.*); and

B. Seller has not used the Premises for the purpose of using, generating, manufacturing, transporting, treating, storing, processing, disposing, discharging, emitting or releasing Hazardous Materials, except for Hazardous Materials which are used in the ordinary course of the Seller's business in a manner which is in material compliance with Environmental Laws.

12. Seller represents and warrants that to the best of its present knowledge there are no judicial or administrative proceedings pending or threatened against the Premises and Seller is not aware of any facts which might result in any action, suit or other proceedings.

13. If this Offer is accepted by Seller and if title can be conveyed in the condition required within this Offer, Purchaser agrees to complete the sale and close within ten (10) days of the later of the satisfaction of the conditions listed in Paragraph 10 of this Offer To Purchase, or delivery of the Commitment of Title Insurance to Purchaser.

14. Purchaser agrees to indemnify and hold Seller harmless from any claims, suits, damages, costs, losses and any expenses resulting and arising from and out of Purchaser's or their officers, directors, agents and/or employees' occupancy, possession, use, evaluations and ownership of the property herein during the time this Agreement is in existence except for such matters arising from the acts or negligence of Seller or Seller's agents and employees.

15. Seller acknowledges that it has retained the services of Great Northern Land Company in negotiating the sale of the Premises and acknowledges its responsibility to pay Great Northern Land Company any fees associated with Great Northern Land Company's participation in this transaction. Seller further represents and warrants that no other broker or real estate agency is involved in the negotiation or consummation of this transaction. Purchaser warrants and represents to Seller that it is not obligated to pay any fee or commission to any broker or real estate agency in the negotiation or consummation of this transaction. Each party agrees to indemnify and defend the other and hold the other harmless from any expense, claim or cause of action arising out of the breach of the foregoing warranty.

16. From and after the date hereof, Purchaser shall not initiate a zoning change or other proceeding affecting the Premises or do anything else which may tend to jeopardize or lessen Seller's interest in or the condition of the Premises without first obtaining prior written consent from Seller.

17. For the purposes of the transaction contemplated by this Agreement, the "Date of this Agreement" is the date of acknowledgment of the signature of the last party to sign this Agreement.

18. Whenever in this Agreement it is provided that notice must be given or an act performed or payment made on a certain date, and if such date falls on a Saturday, Sunday or holiday, the date of the notice of performance or payment shall be the next following business day.

19. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver be a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

20. This Offer to Purchase Real Estate shall be governed by and construed in accordance with the laws of the State of Michigan regardless of whether any party may or hereafter become domiciled in another state.

21. This Agreement may be executed in one or more counterparts, all of which together will for all purposes constitute one Agreement binding upon the parties. This Agreement may be executed by the parties and may be effective when sent by facsimile.

22. This Agreement along with all attachments constitutes the entire Agreement of the parties regarding the subject matter herein and supersedes and terminates any and all prior or contemporaneous agreements, representations, understandings or dealings between the parties, either oral or written. This Agreement may be amended only by a writing signed by the parties.

23. Purchaser, at its sole cost and expense, shall be obligated to develop the Premises in accordance with its planned concept and its Site Plan submitted to and approved by the City of Troy which planned concept and Site Plan must also be approved by the Seller. This obligation of Purchaser shall survive the closing.

24. Seller acknowledges receipt from the Purchaser of the deposit money above mentioned which will be returned forthwith if the foregoing Offer is not accepted within the time above set forth.

IN THE PRESENCE OF:

PURCHASER:

By: _____

Its: _____

Date: _____

IN THE PRESENCE OF:

**SELLER:
TROY SCHOOL DISTRICT**

By: _____

Its: _____

Date: _____

EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1: The East 389.50 feet of the West 528.87 feet of the South half of the Southwest quarter of the Northeast quarter of Section 23, Town 2 North, Range 11 East, Troy Township (now City of Troy), Oakland County, Michigan.

PARCEL 2: A parcel of land in the Northeast quarter of Section 23, Town 2 North, Range 11 East, described as beginning at a point located North 89 degrees 18 minutes East 528.87 feet from the center of said Section 23 and running thence North 0 degrees 38 minutes East 677.49 feet; thence North 89 degrees 56 minutes East 389.50 feet; thence South 0 degrees 38 minutes West 673.18 feet; thence South 89 degrees 18 minutes West 389.50 feet to the point of beginning.

PARCEL 3: The Northeast quarter of Section 23, Town 2 North, Range 11 East, described as beginning at a point located North 89 degrees 18 minutes East 918.37 feet from the center of Section 23 and running thence North 0 degrees 38 minutes East 673.18 feet; thence North 89 degrees 56 minutes East 389.50 feet; thence South 0 degrees 38 minutes West 668.87 feet; thence South 89 degrees 18 minutes West 389.50 feet to the point of beginning.

EXHIBIT B

WARRANTY DEED

This Indenture, made the ____ day of _____, 200__ between TROY SCHOOL DISTRICT (hereinafter called the "Grantor"), whose address is 4400 Livernois, Troy, Michigan 48098, and _____, (hereinafter called Grantee"), whose address is _____. The Grantor hereby conveys and warrants to the Grantee the following described premises situated in the City of Troy, Oakland County, Michigan, described as:

A 18.11+/- acre parcel, Sidwell Numbers 20-23-200-007, 20-23-200-008 and 20-23-200-009, more particularly described on **Exhibit A** attached hereto (the "Premises"),

Together with all tenements, hereditaments, appurtenances and improvements thereunto belonging or in any way appertaining for the sum of _____ (\$_____) Dollars paid to the Grantor.

Subject to:

1. Easements and building and use restrictions, if any;
2. Rights of the public, and any governmental authority in any part of the land taken, deeded, or used as a street, road or highway; and
3. Restrictions imposed by zoning ordinances or as part of a general plan.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand the day and year first above written.

GRANTOR:

TROY SCHOOL DISTRICT

By: _____

Its: _____

STATE OF MICHIGAN)
)SS
COUNTY OF OAKLAND)

On ____ day of _____, 200__, before me, the undersigned notary public in and for said County, personally appeared _____, _____ of Troy School District, to me

known to be the same person who executed the within instrument on behalf of Troy School District, and who acknowledges the same to be the free act and deed of Troy School District.

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

This Instrument Drafted By:

When Recorded Return to:

Dana L. Abrahams, Esq.
CLARK HILL PLC
255 S. Old Woodward Ave., 3rd Floor
Birmingham, MI 48009

Grantee

Recording Fee: _____

Transfer Tax: ***Exempt pursuant to MCLA 207.505(h)(i) and 207.526(h)(i)***

Sidwell Nos: 20-23-200-007, 20-23-200-008 and 20-23-200-009

EXHIBIT C

RELEASE AND HOLD HARMLESS

The undersigned, in consideration of the permission of TROY SCHOOL DISTRICT (“Owner”) to enter upon the Property owned by the Owner for purposes of inspecting the subject Property in the furtherance of the undersigned’s relationship with any prospective purchaser of real property of the Owner, does hereby release and hold the Owner harmless from any and all damages, losses, liabilities, expenses, costs (including attorney fees) and claims incurred by the undersigned resulting in any way from the undersigned’s entering upon and inspecting any real property owned by the Owner except as may arise from the acts or omissions of Owner or Owner’s agents or employees.

WITNESSES:

EXHIBIT D

LAND CONTRACT

THIS LAND CONTRACT, made on _____, 200__ (the "Contract Date"), between TROY SCHOOL DISTRICT, whose address is 4400 Livernois, Troy, Michigan 48098, hereinafter referred to as the "Seller," and _____, whose address is _____, hereinafter referred to as the "Purchaser."

WITNESSETH that in consideration of the mutual covenants to be performed between the respective parties hereto as hereinafter expressed and the sum of _____ and 00/100 (\$ _____) Dollars to be duly paid by the Purchaser to the Seller, as hereinafter specified, it is agreed between the parties hereto as follows:

1. **DESCRIPTION OF LAND**

The Seller hereby sells and agrees to convey unto the Purchaser all that certain piece or parcel of land situated in the City of Troy, Oakland County, Michigan, described as:

A 18.11+/- acre parcel, Sidwell Numbers 20-23-200-007, 20-23-200-008 and 20-23-200-009, more particularly described on **Exhibit A** attached hereto (the "Premises"),

Together with all tenements, hereditaments, appurtenances and improvements thereunto belonging or in any way appertaining, hereinafter collectively referred to as the "Premises", for the sum of _____ and 00/100 (\$ _____) Dollars paid to the Seller.

Subject to:

- A. Easements and building and use restrictions, if any;
- B. Rights of the public, and any governmental authority in any part of the land taken, deeded, or used as a street, road or highway;
- C. Restrictions imposed by zoning ordinances or as part of a general plan, real property taxes and special assessments which become due at any time after the date of this Land Contract, liens, charges and encumbrances which have accrued in respect of or attached to or upon such land through the acts or omissions of the Purchaser or its assigns at any time after the date of this Land Contract, and liens, charges and encumbrances which have accrued in respect of or attached to or upon such land through acts or omissions of persons other than Seller at any time after the date of this Land Contract.

2. TERMS OF PAYMENT

Said Purchaser hereby purchases said Premises of the Seller and agrees to pay the Seller therefore twenty-five (25%) percent of the Purchase Price being _____ and ____/100 (\$_____) Dollars on delivery of this Contract, the receipt whereof is hereby confessed and acknowledged by said Seller, and the remaining Purchase Price of _____ and ____/100 (\$_____) Dollars, the sum which is secured by this Contract, together with interest on the whole sum that shall be from time to time unpaid at the rate of five (5%) percent per annum, payable in monthly installments of not less than _____ and ____/100 (\$_____) Dollars each, or more at Purchaser's option, beginning _____, 200____, said payments to be applied first upon interest and the balance on principal; provided, however, that all of the purchase money and interest shall be paid within one (1) year from the date of this Contract, anything herein to the contrary notwithstanding. In the event that such payment shall not be paid when due, interest will begin to accrue, upon the tenth (10th) day following said due date, at an annual rate of fifteen (15%) percent until such payment is made. It is mutually understood that the monthly installment payments due under this Land Contract are insufficient to fully pay the obligation owing within the term of this Land Contract and that there will be a lump sum payment due Seller upon completion of said term. Purchaser shall have the right to pay larger installments than above provided for and to pay the whole or any part of the balance remaining unpaid on this Contract at any time without penalty before the same, by the terms hereof, becomes due and payable, provided that all payments of any kind received hereunder shall be applied first to amounts due and owing for attorney's fees and other miscellaneous charges, then to amounts due on account of taxes and insurance, then to unpaid late charges, then to interest, then to principal. No prepayment shall affect the amount or due date of any other scheduled payment.

3. PURCHASER'S OBLIGATION TO PAY TAXES, ASSESSMENTS, UTILITIES AND INSURANCE

Purchaser shall pay all taxes, assessments and utilities due after the date of closing on the Premises before any penalty for non-payment attaches thereto, beginning immediately with the execution of this Contract, and submit receipts to Seller upon request, as evidence of payment thereof. Throughout the term of this Contract, the Purchaser shall procure and maintain commercial general liability insurance with limits of not less than Two Million and 00/100 (\$2,000,000.00) Dollars per occurrence and Three Million and 00/100 (\$3,000,000.00) Dollars in the aggregate. If default is made by the Purchaser in the payment of any tax, special assessment, utility or insurance premiums or in the delivery of insurance as above provided, Seller may pay such tax, special assessment, utility or premiums or procure such insurance upon providing Purchaser with five (5) business days notice and pay the premiums therefore, and any amount so paid shall be a further lien on the land, payable by Purchaser to Seller forthwith with interest at ten (10%) percent per annum.

4. BUILDINGS, TREES AND OTHER IMPROVEMENTS

All buildings, trees or other improvements hereafter made or placed on the Premises, shall be a part of the security for the performance of this Contract and may not be removed without the written consent of the Seller.

5. PURCHASER'S DEFAULT

The payment of all monies becoming due hereunder by the Purchaser and the performance of all covenants and conditions of this Contract to be kept and performed by the Purchaser are conditions precedent to the performance by the Seller of the covenants and conditions of this Contract to be kept and performed by the Seller.

Specific obligations of the Purchaser under this Contract have been guaranteed by _____ and _____ pursuant to Guaranties of Payment respectively dated _____ and _____ (hereinafter collectively referred to as the "Guaranty"), which are attached hereto and marked as **Exhibit A**.

Purchaser shall be deemed in default of this Land Contract, which is referred to as an "Event of Default," upon occurrence of any one or more of the following events:

- (1) the failure of Purchaser to make any payment of principal and/or interest as and when due, whether due by acceleration, maturity, or otherwise, under this Contract; and/or
- (2) there shall occur any breach or violation of any of the terms or conditions of this Contract; and/or
- (3) there shall occur any material breach or violation of any of the terms or conditions of the Guaranty; and/or
- (4) any one or more of the following things shall occur.
 - (i) Purchaser or Guarantor shall voluntarily apply for the appointment of a custodian, trustee or receiver to take custody or dispose of any substantial portion of assets; or
 - (ii) a court of competent jurisdiction shall appoint a custodian, trustee or receiver to take custody or dispose of any substantial portion of the assets of the Purchaser or Guarantor pursuant to any involuntary proceeding, and either (i) Purchaser or Guarantor shall indicate approval of, consent to, or acquiescence to such appointment, or (ii) such custodian, trustee, or receiver shall not be discharged within thirty (30) days; or
 - (iii) Purchaser or Guarantor shall voluntarily seek protection from creditors under any applicable State or Federal bankruptcy, liquidation or dissolution, insolvency, or debt reorganization laws; or

(iv) any of Purchaser's or Guarantor's creditors shall institute any proceeding against purchaser or Guarantor under any applicable State or Federal bankruptcy, liquidation or dissolution, insolvency, or debt reorganization laws, and the same shall not be dismissed or discharged within thirty (30) days; and/or

(5) the temporary or permanent liquidation, dissolution, or other discontinuance of the Purchaser's existence; the merger or consolidation of Purchaser; the sale or transfer of all or substantially all of Purchaser's assets; and/or the sale or transfer of not less than fifty (50%) percent of the outstanding shares of capital stock or other equity interests of the Purchaser; and/or

(6) the death of Guarantor;

(7) the desertion or abandonment of the Premises, or any portion thereof, by Purchaser;

(8) failure of Purchaser to construct single family residential homes in accordance with Purchaser's planned concept for the Premises, as approved by the Seller.

Upon an Event of Default, Seller immediately thereafter shall have the right to declare this Contract forfeited and void, and retain whatever may have been paid hereon, and shall be entitled to retain any and all plans, specifications, building certifications or approvals, and all improvements that may have been made upon the land, together with additions and accretions thereto, and the Seller shall be released from all obligations in law or in equity, to convey said Premises to the Purchaser. A proper notice of forfeiture, giving Purchaser at least fifteen (15) days to pay any moneys required to be paid hereunder or to cure other material breaches of this Contract, shall be served on Purchaser, as provided by statute, prior to institution of any proceedings to recover possession of the land; or, if default is made by the Purchaser in any of the provisions hereof and such default continues for a period of forty-five (45) days or more, and the Seller desires to foreclose this Contract in equity, then the Seller shall have, at the Seller's option, the right to declare the entire unpaid balance hereunder to be due and payable forthwith, notwithstanding anything herein contained to the contrary and Seller may, by appropriate action, in law or in equity, proceed to enforce payment thereof. If, following a default by the Purchaser hereunder, the Seller elects to forfeit this Contract, and having done so seeks a writ of restitution in a court having jurisdiction, interest shall continue hereunder following such forfeiture until a writ of restitution is entered by the court and all of Purchaser's rights to have this Land Contract reinstated have been extinguished.

6. USE AND CONDITION OF PREMISES

Purchaser shall not commit, or suffer any other person to commit, any waste or damage to said Premises or to any appurtenances and shall keep the said Premises and all improvements in as good condition as they are now, and Purchaser shall use, maintain and occupy the land in accordance with any and all applicable building and use restrictions, and police, sanitary or other regulations imposed by any governmental authority. Furthermore, until Purchaser satisfies all of its obligations pursuant to this Contract, Purchaser shall not remove, change, modify or make improvements to the Premises without prior written consent from Seller.

7. PROHIBITION OF CONSTRUCTION LIENS

The Purchaser shall not permit any construction liens to be filed against its interest under this Land Contract or any interest it holds in the Premises. If any such construction liens shall attach, the Purchaser shall bond it off or otherwise cause it to be discharged within Thirty (30) days from the date of its filing. Nothing in this Land Contract shall be deemed or construed to give the Purchaser the right or authority to contract for, or to authorize or permit the performance of, any labor or services or the furnishing of any material that would permit the attaching of a construction lien to the Seller's interest in the Premises.

8. ENVIRONMENTAL COMPLIANCE

A. Purchaser shall not use, generate, manufacture, transport, treat, store, process, dispose, discharge, emit, or release any Hazardous Materials at, on, under or from the Premises, except that Purchaser: (i) may use and store retail products that contain such substances in packaging and quantities consistent with typical residential use, and (ii) may remove or remediate any Hazardous Materials present at the Premises as of the date of closing, all in strict compliance with applicable Environmental Laws. Purchaser also shall handle, transfer and dispose of any solid waste generated on the Premises in strict compliance with applicable Environmental Laws. "Hazardous Materials" means any toxic or hazardous substance, waste, chemical or material, or any pollutant or contaminant, defined, regulated or subject to liability under any Environmental Law, including, without limitation, petroleum, petroleum products, radioactive materials, polychlorinated biphenyls, asbestos-containing materials, flammables, and explosives. "Environmental Laws" mean federal, state and local laws, ordinances, rules, orders and common law requirements relating to Hazardous Materials or the protection of health, safety or the environment, now or hereafter in effect, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. 9601 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. 6901 et seq.), the Hazardous Materials Transportation Act (49 U.S.C. 1801 et seq.), the Toxic Substances Control Act (15 U.S.C. 2601 et seq.), the Occupational Safety and Health Act (29 U.S.C. 651 et seq.), and the Natural Resource and Environmental Protection Act (M.C.L. 324.101 et seq.). Purchaser agrees to defend, indemnify, and hold Seller harmless at all times from (i) all fines, penalties, costs and/or expenses (including reasonable attorneys' fees and costs) incurred by Seller as a result of claims, demands, causes of action and actions, suits, rights and damages, whether in law or in equity ("Claim(s)"), made by any party in connection with any Hazardous Materials used, generated, manufactured, transported, treated, stored, processed, disposed, discharged, emitted, or released, at, on, under, or from the Land, from and after the closing date, and (ii) for injuries sustained or

other tort actions brought for claims arising out of Purchaser's failure to remove or remediate such Hazardous Materials. Such indemnification shall include all costs of removal or remediation of such Hazardous Materials.

B. Purchaser shall comply with all Environmental Laws relating to the Premises. Purchaser shall immediately inform Seller of any federal or state investigation or notice relating to a release of any Hazardous Materials at, on, under or from the Premises into the environment. Purchaser shall immediately inform Seller of any violation or notice of an alleged violation of any Environmental Laws relating to the Premises.

C. Purchaser shall be strictly liable to the Seller for any release of Hazardous Materials at, on, under, or from the Premises after the date of this Land Contract and the indemnity provided by this Agreement shall be continuing. This liability shall be a separate obligation of the Purchaser and shall not be barred or extinguished by the issuance of a writ of restitution based upon any default in this Land Contract.

9. SELLER'S DUTY TO CONVEY AND FURNISH EVIDENCE OF TITLE

Upon the satisfaction of all monies due and owing under this Land Contract, Seller shall, by good and sufficient warranty deed in the form attached hereto and marked as **Exhibit B**, convey said Premises to the Purchaser on the conditions herein agreed upon and the Seller shall deliver with said warranty deed a fully paid title insurance policy, dated the approximate date of this Contract, showing marketable title in the Seller, provided however, that the warranty deed and title insurance policy shall be limited so as to except acts or negligence of parties other than the Seller's subsequent to the date of this Contract. Purchaser may elect to obtain said policy of title insurance at the time of execution of this Land Contract and may do so by paying the premium due therefore and receiving in return a credit for such amount to be applied against the final Land Contract principal payment.

10. POSSESSION

Possession of said Premises may be taken by said Purchaser as of the date hereof and retained for so long as no default is made by said Purchaser in any of the terms or conditions hereof.

11. PURCHASER'S ASSIGNMENT AND DUE ON SALES CLAUSE

Purchaser may sell, transfer or assign or contract to sell, transfer or assign all or any portion of Purchaser's interest in said Premises subject to the provisions provided herein; provided that if all or any part of said Premises, or any interest therein, is sold, transferred or assigned by Purchaser without Seller's prior written consent, Seller may, at its election, declare all sums owing on this Contract to be due and payable, notwithstanding anything contained herein to the contrary. In the event Seller elects to accelerate, Seller shall mail to Purchaser notice of acceleration and such notice shall provide a period of not less than thirty (30) days from the date of mailing such notice within which Purchaser may pay the sums declared due. If Purchaser fails to pay such sums prior to the expiration of such period, Seller may, without further notice or demand, invoke the remedies provided by Paragraph 5 hereof.

12. NOTICE TO SELLER OF ASSIGNMENT

No assignment or conveyance by Purchaser shall create any liability whatsoever against the Seller until a duplicate thereof duly witnessed, together with the address of such Assignee, shall be delivered to the Seller. However, in the event of assignment, pursuant to Paragraph 11 of this Contract, such notice to the Seller or acceptance of same by the Seller or acceptance of payment made by Assignee shall constitute a change of parties and privity of contract and a novation between the Seller and the Assignee and enable the Seller to maintain any suit or action for payment, specific performance, deficiency or summary proceedings for possession against the Assignee alone.

13. SELLER'S RIGHT TO CONVEY

The Seller reserves the right to convey its interest in the above-described land and its conveyance(s) thereof shall not be cause for rescission.

14. INTERPRETATION OF CONTRACT

If more than one joins in the execution hereof as Seller or Purchaser, or be either of the feminine sex, or a corporation, the pronouns and relative words herein used shall be read as if written in plural, feminine or neuter respectively.

15. TIME OF THE ESSENCE

It is expressly understood and agreed by the parties hereto that time shall be deemed as of the very essence of this Contract and all stipulations and agreements herein contained shall apply to and bind the heirs, executors, administrators, successors and assigns of the parties hereto.

16. SELLER'S CONVEYANCE SUBJECT TO EASEMENTS, ORDINANCES, RESTRICTIONS AND RESERVATIONS

This Land Contract and the conveyance to be made in fulfillment hereof are made subject to all zoning ordinances, building restrictions, easements and reservations in the chain of title, or of record. Throughout the Term of this Land Contract, Purchaser shall not initiate a zoning change or other proceeding affecting the Premises or do anything else which may change Purchaser's planned concept for the Premises as approved by the Seller, without first obtaining prior written consent from Seller.

17. ENCUMBRANCES ON SELLER'S TITLE

Seller covenants that it shall never have an indebtedness outstanding against the title to the above-described Premises (for example, a mortgage) which exceeds the balance then owing on this Contract. If there is such an indebtedness or if any indebtedness is in default, then the Purchaser, at Purchaser's option, may make payments directly to the creditor and such payments shall be credited to this Land Contract with the same effect as if such payments were made directly to Seller.

18. PURCHASER'S ACCEPTANCE OF TITLE

Purchaser agrees that he has examined a title insurance commitment dated _____, given by the William T. Sheahan Title Company, covering the land, and is satisfied with the marketability of title shown thereby. Delivery of such commitment and the owner's title policy issued pursuant to such commitment to Purchaser, shall constitute fulfillment of Seller's agreement to furnish title evidence herein contained.

19. PURCHASER'S ACCEPTANCE OF PREMISES

Purchaser agrees and represents to the Seller that he/she has examined the land and is satisfied with the physical condition of any structure thereon, agrees he/she is taking the Premises "As Is" and hereby waives any and all claims on account of any encroachments on the land or on any premises adjacent thereto. Purchaser hereby expressly waives any and all claims for damages or for rescission or cancellation of this Contract because of any representations made by the Seller, or by an agent of the Seller, other than such representations as may be contained in this Contract. The Purchaser further agrees that the Seller and any and all agents of the Seller shall not be liable for or on account of any inducements, promises, representations, or agreements not contained in this Contract; that no agent or employee of the Seller is or has been authorized by the Seller to make any representations with respect to said property; and that if any such representations have been made, they are wholly unauthorized and not binding on the Seller.

20. RISK OF LOSS

Destruction of, or damage to, any building or other improvement now or hereafter placed on said Premises, or of any personal property, if any, described in this Contract, whether from fire or any other cause, shall not release the Purchaser from any of his obligations under this Contract, it being expressly understood that the Purchaser bears all risk of loss to, or damage of, said property. During the existence of this Contract, any proceeds received from a hazard insurance policy covering the Premises shall at the option of Purchaser, be used to repair the damage and restore the property, with the balance of such proceeds, if any, being distributed to Seller and Purchaser, as their interests may appear.

21. INDEMNIFICATION

A. The Purchaser shall indemnify and hold the Seller and the property of the Seller, including the Seller's interest in said Premises, free and clear from liability for any and all mechanics' and/or construction liens or other expenses resulting from any renovations, alterations, buildings, repairs, or other work placed on said Premises by the Purchaser.

B. The Purchaser shall indemnify and hold the Seller free and harmless from any and all demands, loss, or liability resulting from the injury to, or death of, any person or persons because of the negligence of the Purchaser or the condition of said Premises at any time or times after the date possession of said Premises is delivered to the Purchaser except for such matter as may arise from the acts or omissions of Seller or Seller's agents or employees.

22. PURCHASER'S REIMBURSEMENT OF SELLER'S COSTS

If Purchaser defaults hereunder, Seller may add to the balance due under this Land Contract all costs and expenses incurred, including attorney's fees arising out of this Contract, including any action for enforcement of the provisions of this Contract or an action to which the Seller may be made a party by reason of being a party to this Contract.

23. WAIVER

The waiver of any breach of this Contract by either party shall not constitute a continuing waiver or a waiver of any subsequent breach, either of the same or another provision of this Contract. The delay or omission by the Seller to exercise any right or power provided by this Contract shall not constitute a waiver of such right or power, or acquiescence in any default on the part of the Purchaser. The acceptance of any payments made by the Purchaser in a manner or at a time other than as required by the terms and conditions of this Contract shall not be construed as a waiver or variation of such terms and conditions. Any default on the part of the Purchaser shall be construed as continuous, and the Seller may exercise every right and power under the Contract at any time during the continuance of such default, or upon the occurrence of any subsequent default. Purchaser reserves the right to cure the event of any default in accordance with the provisions of Section 5 of this Contract.

24. GOVERNING LAW

It is agreed by Seller and the Purchaser that this Contract shall be governed by the laws of the State of Michigan.

25. NOTICE

Any declarations, notices or papers necessary or proper to terminate, accelerate or enforce this Contract shall be conclusively presumed to have been served upon Purchaser if such instrument was enclosed in an envelope with first class postage fully prepaid, addressed to Purchaser at the address set forth in the heading of this Contract or at the latest other address which may have been specified by Purchaser and receipted for in writing by Seller, and such envelope was deposited in the United States Government mail.

26. DEVELOPMENT OF PREMISES

Purchaser, at its sole cost and expense, shall be obligated to develop the Premises in accordance with the Purchaser's site plan and planned concept for the Premises, as approved by the Seller on _____, unless otherwise agreed to in writing by the Seller. This provision shall remain in full force and effect following the termination, expiration or completion of this Land Contract.

THE PURCHASER HEREBY CERTIFIES THAT IT HAS READ AND UNDERSTANDS THE DEFAULT PROVISIONS CONTAINED IN PARAGRAPH 5 ABOVE AND SELLER'S

REMEDIES IN THE EVENT OF DEFAULT WHICH ENTITLE SELLER TO FORFEIT OR FORECLOSE THIS CONTRACT.

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

WITNESSES:

SELLER:

TROY SCHOOL DISTRICT

By: _____

Its: _____

Date: _____

PURCHASER:

By: _____

Its: _____

Date: _____

STATE OF MICHIGAN)
)SS
COUNTY OF OAKLAND)

On _____, 200__, before me, the undersigned notary public in and for said County, personally appeared _____, _____ of Troy School District, to me known to be the same person who executed the within instrument on behalf of Troy School District, and who acknowledges the same to be the free act and deed of Troy School District.

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

STATE OF MICHIGAN)
)SS
COUNTY OF _____)

On _____, 200__, before me, the undersigned notary public in and for said County, personally appeared _____, _____, of _____, to me known to be the same person who executed the within instrument on behalf of _____ and who acknowledges the same to be the free act and deed of _____.

), Notary Public
 County, Michigan
Acting in County, Michigan
My commission expires:

EXHIBIT A
CORPORATE GUARANTY

This Guaranty is executed and delivered in favor of TROY SCHOOL DISTRICT, its successors and assigns ("Seller"), in connection with a certain Land Contract, dated _____, 200____, by and between the Seller and _____ ("Purchaser").

In order to induce Seller to sell the property described in the attached Exhibit "A" to Purchaser, of which the undersigned ("Guarantor") is an affiliated corporation of the Purchaser, and in consideration of Seller extending credit in the form of a Land Contract to Purchaser, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby unconditionally GUARANTEES:

- (i) To pay Seller in lawful money of the United States all monies, including but not limited to principal and interest, reserved in the Land Contract, or any amendments thereto, in the amounts, at the times and in the manner set forth in the Land Contract; and
 - (ii) To perform, at the time and in the manner set forth in the Land Contract, all of the terms, covenants and conditions therein required to be kept, observed or performed by Purchaser, or Purchaser's successors or assigns.
- 1. This Guaranty is a continuing one and shall terminate only upon full payment of all monies, including but not limited to principal and interest, due under the Land Contract and the performance of all of the terms, covenants and conditions therein required to be kept, observed or performed by Purchaser, or Purchaser's successors or assigns, including such payment and performance under all amendments made a part of said Land Contract.
 - 2. Guarantor authorizes Seller, only with Purchaser's consent, without notice or demand, and without affecting its liability hereunder, from time to time to:
 - (a) change the amount, time or manner of payment of the sums reserved in the Land Contract;
 - (b) change any of the terms, covenants, conditions or provisions of the Land Contract;
 - (c) amend modify, change or supplement the Land Contract;
 - (d) consent to Purchaser's assignment of the Land Contract;

- (e) receive and hold security for the payment of this Guaranty or the performance of the Land Contract, and exchange, enforce, waive and release any such security; and
 - (f) apply such security and direct the order or manner of sale thereof as Seller in its discretion may determine.
- 3. Guarantor represents and warrants to Seller that to the best of Guarantor's knowledge:
 - (a) The execution, delivery and performance hereof by Guarantor does not and will not contravene any law, governmental rule, regulation or order now binding on Guarantor, or contravene the provisions of, or constitute a default under, or result in the creation of any lien or encumbrance upon the property of Guarantor under, any indenture, mortgage, contract or other agreement to which Guarantor is a party or by which he or his property is bound.
 - (b) The financial statements of Guarantor (copies of which have been furnished to Seller) accurately and completely present Guarantor's financial condition as of the date of such statements, and since the date of such statements there has been no material adverse change in such condition.
 - (c) This Guaranty constitutes the legal, valid and binding obligation of Guarantor, enforceable against Guarantor in accordance with the terms hereof.
 - (d) There are no pending actions or proceedings to which Guarantor is a party, and there are no other pending or threatened actions or proceedings of which Guarantor has knowledge, before any court, arbitrator or administrative agency, which, either individually or in the aggregate, would materially adversely affect the financial condition of Guarantor, or the ability of Guarantor to perform its obligations under any material obligation for the payment of borrowed money, for the deferred purchase price of property or for the payment of any monies which, either individually or in the aggregate, would have the same such effect.
- 4. Guarantor shall be deemed to be in default hereunder ("Default") if:
 - (a) Guarantor shall fail to perform or observe any covenant, condition or agreement to be performed or observed by it hereunder and such failure shall continue unremedied for a period of thirty (30) days after written notice thereof to Guarantor by Seller; or
 - (b) Any of the following occur:
 - (i) Guarantor shall file, or consent by answer or otherwise to the filing against it of, a petition in bankruptcy or to take advantage of any bankruptcy or insolvency law of any jurisdiction which is not dismissed within ninety (90) days; or

- (ii) a court or governmental authority of competent jurisdiction shall enter an order appointing, without the consent of Guarantor, a custodian, receiver, trustee or other officer with similar powers with respect to Guarantor or any substantial part of its property, or constituting an order for relief under any bankruptcy or insolvency law, or approving a petition or to take advantage of any bankruptcy or insolvency law of any jurisdiction or if any such petition shall be filed against Guarantor and such petition shall not be dismissed within ninety (90) days; or
- (iii) any certificate, statement, representation, warranty or audit contained herein or heretofore or hereafter furnished with respect to this Guaranty by or on behalf of Guarantor proving to have been false in any material respect at the time as of which the facts therein set forth were stated or certified, or having omitted any substantial contingent or unliquidated liability or claim against Guarantor.

Upon a Default hereunder, Seller may, at its option, declare this Guaranty to be in default by ten (10) days prior written notice to Guarantor (without election of remedies), and at any time thereafter, may do any one or more of the following, all of which are hereby authorized by Guarantor:

- (A) declare the Land Contract to be in default and thereafter sue for and recover all sums otherwise recoverable from Purchaser thereunder; and/or
- (B) sue Guarantor for any and all amounts due under this Guaranty; and/or
- (C) seek specific performance of Guarantor's obligations hereunder.

In addition, Guarantor shall be liable for all reasonable attorneys' fees and other costs and expenses incurred by reason of any Default or the exercise of Seller's remedies hereunder and/or under the Land Contract. No right or remedy referred to in this Section is intended to be exclusive, but each shall be cumulative, and shall be in addition to any other remedy referred to above or otherwise available at law or in equity, and may be exercised concurrently or separately from time to time.

The failure of Seller to exercise the rights granted hereunder upon any Default by Guarantor shall not constitute a waiver of any such right upon the continuation or reoccurrence of any such Default.

- 5. Guarantor agrees that this Guaranty and the rights and obligations of Seller and Guarantor hereunder shall in all respects be governed by, and construed in accordance with, the laws of the State of Michigan. Guarantor agrees that any action or proceeding

arising out of or relating to this Guaranty may be commenced in any state or Federal court in the State of Michigan, and agrees that a summons and complaint commencing an action or proceeding in any such court shall be properly served and shall confer personal jurisdiction if served personally or by certified mail to it at its address hereinbelow set forth, or as it may provide in writing from time to time, or as otherwise provided under the laws of the State of Michigan.

This Guaranty shall inure to the benefit of Seller, its successors and assigns, and shall be binding upon the personal representatives, heirs, successors and assigns of Guarantor.

IN WITNESS WHEREOF, Guarantor has caused this instrument to be duly executed as of the ____ day of _____, 200__.

WITNESSES:

GUARANTOR:

By: _____
Its: _____

STATE OF MICHIGAN)
) ss.
COUNTY OF _____)

On this ____ day of _____, 200__, before me personally appeared _____ as _____, for _____, to me known to be the same person described in and who executed the foregoing instrument, and acknowledged that he executed same as his free act and deed.

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

EXHIBIT A

PERSONAL GUARANTY

This Guaranty is executed and delivered in favor of TROY SCHOOL DISTRICT, its successors and assigns ("Seller"), in connection with a certain Land Contract, dated _____, 200____, by and between the Seller and _____ ("Purchaser").

In order to induce Seller to sell the property described in the attached Exhibit "A" to Purchaser, of which the undersigned ("Guarantors") are the shareholders of the purchasing corporation, and in consideration of Seller extending credit in the form of a Land Contract to Purchaser, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby unconditionally GUARANTEES:

- (i) To pay Seller in lawful money of the United States all monies, including but not limited to principal and interest, reserved in the Land Contract, or any amendments thereto, in the amounts, at the times and in the manner set forth in the Land Contract; and
 - (ii) To perform, at the time and in the manner set forth in the Land Contract, all of the terms, covenants and conditions therein required to be kept, observed or performed by Purchaser, or Purchaser's successors or assigns.
- 1. This Guaranty is a continuing one and shall terminate only upon full payment of all monies, including but not limited to principal and interest, due under the Land Contract and the performance of all of the terms, covenants and conditions therein required to be kept, observed or performed by Purchaser, or Purchaser's successors or assigns, including such payment and performance under all amendments made a part of said Land Contract.
- 2. Guarantors authorize Seller, only with Purchaser's consent, without notice or demand, and without affecting its liability hereunder, from time to time to:
 - (a) change the amount, time or manner of payment of the sums reserved in the Land Contract;
 - (b) change any of the terms, covenants, conditions or provisions of the Land Contract;
 - (c) amend modify, change or supplement the Land Contract;
 - (d) consent to Purchaser's assignment of the Land Contract;

- (e) receive and hold security for the payment of this Guaranty or the performance of the Land Contract, and exchange, enforce, waive and release any such security; and
 - (f) apply such security and direct the order or manner of sale thereof as Seller in its discretion may determine.
- 3. Guarantors each represent and warrant to Seller that to the best of each of their knowledge:
 - (a) The execution, delivery and performance hereof by Guarantor does not and will not contravene any law, governmental rule, regulation or order now binding on such Guarantor, or contravene the provisions of, or constitute a default under, or result in the creation of any lien or encumbrance upon the property of such Guarantor under, any indenture, mortgage, contract or other agreement to which such Guarantor is a party or by which he or his property is bound.
 - (b) The financial statements of such Guarantor (copies of which have been furnished to Seller) accurately and completely present such Guarantor's financial condition as of the date of such statements, and since the date of such statements there has been no material adverse change in such condition.
 - (c) This Guaranty constitutes the legal, valid and binding obligation of such Guarantor, enforceable against such Guarantor in accordance with the terms hereof.
 - (d) There are no pending actions or proceedings to which such Guarantor is a party, and there are no other pending or threatened actions or proceedings of which Guarantor has knowledge, before any court, arbitrator or administrative agency, which, either individually or in the aggregate, would materially adversely affect the financial condition of such Guarantor, or the ability of Guarantor to perform its obligations under any material obligation for the payment of borrowed money, for the deferred purchase price of property or for the payment of any monies which, either individually or in the aggregate, would have the same such effect.
- 4. Each Guarantor shall be deemed to be in default hereunder ("Default") if:
 - (a) Guarantor shall fail to perform or observe any covenant, condition or agreement to be performed or observed by it hereunder and such failure shall continue unremedied for a period of thirty (30) days after written notice thereof to Guarantor by Seller; or
 - (b) Any of the following occur:
 - (i) Guarantor shall file, or consent by answer or otherwise to the filing against it of, a petition in bankruptcy or to take advantage of any bankruptcy or

insolvency law of any jurisdiction which is not dismissed within ninety (90) days; or

- (ii) a court or governmental authority of competent jurisdiction shall enter an order appointing, without the consent of Guarantor, a custodian, receiver, trustee or other officer with similar powers with respect to Guarantor or any substantial part of its property, or constituting an order for relief under any bankruptcy or insolvency law, or approving a petition or to take advantage of any bankruptcy or insolvency law of any jurisdiction or if any such petition shall be filed against Guarantor and such petition shall not be dismissed within ninety (90) days; or
- (iii) any certificate, statement, representation, warranty or audit contained herein or heretofore or hereafter furnished with respect to this Guaranty by or on behalf of Guarantor proving to have been false in any material respect at the time as of which the facts therein set forth were stated or certified, or having omitted any substantial contingent or unliquidated liability or claim against Guarantor.

Upon a Default hereunder, Seller may, at its option, declare this Guaranty to be in default by ten (10) days prior written notice to Guarantors (without election of remedies), and at any time thereafter, may do any one or more of the following, all of which are hereby authorized by Guarantor:

- (A) declare the Land Contract to be in default and thereafter sue for and recover all sums otherwise recoverable from Purchaser thereunder; and/or
- (B) sue Guarantors for any and all amounts due under this Guaranty; and/or
- (C) seek specific performance of Guarantors' obligations hereunder.

In addition, Guarantors shall be liable for all reasonable attorneys' fees and other costs and expenses incurred by reason of any Default or the exercise of Seller's remedies hereunder and/or under the Land Contract. No right or remedy referred to in this Section is intended to be exclusive, but each shall be cumulative, and shall be in addition to any other remedy referred to above or otherwise available at law or in equity, and may be exercised concurrently or separately from time to time.

The failure of Seller to exercise the rights granted hereunder upon any Default by Guarantors shall not constitute a waiver of any such right upon the continuation or reoccurrence of any such Default.

5. Each Guarantor agrees that this Guaranty and the rights and obligations of Seller and the Guarantors hereunder shall in all respects be governed by, and construed in accordance with, the laws of the State of Michigan. The Guarantors agree that any action or proceeding arising out of or relating to this Guaranty may be commenced in any state or Federal court in the State of Michigan, and agrees that a summons and complaint commencing an action or proceeding in any such court shall be properly served and shall confer personal jurisdiction if served personally or by certified mail to it at its address hereinbelow set forth, or as it may provide in writing from time to time, or as otherwise provided under the laws of the State of Michigan.

This Guaranty shall inure to the benefit of Seller, its successors and assigns, and shall be binding upon the personal representatives, heirs, successors and assigns of each Guarantor.

IN WITNESS WHEREOF, the Guarantors have caused this instrument to be duly executed as of the ____ day of _____, 200__.

WITNESSES:

GUARANTOR:

STATE OF MICHIGAN)
) ss.
COUNTY OF _____)

On this ____ day of _____, 200__, before me personally appeared _____, _____, _____, and _____, to me known to be the same persons described in and who executed the foregoing instrument, and acknowledged that they executed same as their free act and deed.

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

EXHIBIT B

WARRANTY DEED

This Indenture, made the ____ day of _____, 200__ between TROY SCHOOL DISTRICT (hereinafter called the "Grantor"), whose address is 4400 Livernois, Troy, Michigan 48098, and _____, (hereinafter called Grantee"), whose address is _____. The Grantor hereby conveys and warrants to the Grantee the following described premises situated in the City of Troy, Oakland County, Michigan, described as:

A 18.11+/- acre parcel, Sidwell Numbers 20-23-200-007, 20-23-200-008 and 20-23-200-009, more particularly described on **Exhibit A** attached hereto (the "Premises"),

Together with all tenements, hereditaments, appurtenances and improvements thereunto belonging or in any way appertaining for the sum of _____ (\$_____) Dollars paid to the Grantor.

Subject to:

1. Easements and building and use restrictions, if any;
2. Rights of the public, and any governmental authority in any part of the land taken, deeded, or used as a street, road or highway; and
3. Restrictions imposed by zoning ordinances or as part of a general plan.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand the day and year first above written.

GRANTOR:

TROY SCHOOL DISTRICT

By: _____

Its: _____

STATE OF MICHIGAN)
)SS
COUNTY OF OAKLAND)

On ____ day of _____, 200__, before me, the undersigned notary public in and for said County, personally appeared _____, _____ of Troy School District, to me

known to be the same person who executed the within instrument on behalf of Troy School District, and who acknowledges the same to be the free act and deed of Troy School District.

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

This Instrument Drafted By:

When Recorded Return to:

Dana L. Abrahams, Esq.
CLARK HILL PLC
255 S. Old Woodward Ave., 3rd Floor
Birmingham, MI 48009

Grantee

Recording Fee: _____

Transfer Tax: ***Exempt pursuant to MCLA 207.505(h)(i) and 207.526(h)(i)***

Sidwell Nos: 20-23-200-007, 20-23-200-008 and 20-23-200-009

5300969v.1 21968/105932

TROY SCHOOL DISTRICT

BID# 9359 - SALE OF LAND

The following proposals were received for the proposed sale of land consisting of 18.11 +/- acres on North Lake Drive:

Michigan Home Builders	\$ 4,255,000.00
-------------------------------	-----------------

Diversified Property Group LLC	\$ 2,850,000.00
---------------------------------------	-----------------

Pulte Homes	base	\$ 720,000.00
	add'tl lots	\$ 18,000.00 *

* Bidder has proposed an additional \$18,000 per unit for all units over 40

Winnick Homes	\$ 34,000.00 **
----------------------	-----------------

** Bidder has proposed a price of \$34,000 per home site (two site plans proposed consisting of 41 and 44 home sites, respectively). Bid includes proposed land contract for 1 year @ 5% interest.

B. Wojciechowski	\$ 1.00 ***
-------------------------	-------------

*** Bidder has proposed purchasing only 4.5 total acres.