



BOARD ACTION SUMMARY SHEET

MEETING DATE: May 6, 2024

TOPIC Snug Harbor – Multiple Family Site Plan Review

BACKGROUND BRIEF: Snug Harbor is a proposed four-unit multiple-family development at 160 Heights Road, developed by Snug Harbor Orion, LLC, a subsidiary of Mocerri Companies. The Project is located on one parcel (09-11-403-006) on the north side of Heights Road and west of Broadway (M-24), adjacent to the approved Mystic Cove development. The applicant is seeking preliminary site plan approval for the project, which includes:

- Demolition of primary commercial structure and two accessory buildings;
- Construction of two townhomes and two stacked flats for a total of four dwelling units;
- General site improvements such as landscaping, lighting, interior sidewalk, utilities, etc.

The project has undergone two rounds of review with Village staff and consultants and is in substantial compliance with the Zoning Ordinance.

RECOMMENDED MOTION: To approve the preliminary site plan for “Snug Harbor,” a four-unit, multiple family development located at 160 Heights Road (Parcel 09-11-403-006), as proposed, subject to the conditions of the Village Planner’s report as follows [and as modified during this meeting]:

- Landscape plan discrepancies are corrected.
- Waiver is granted from landscape diversity requirement.
- The required pedestrian connections are provided.
- Additional off-street parking is provided OR a lesser parking requirement is approved OR off-site parking is approved, conditioned upon proper authorization being received from Village Council and Oakland County Road Commission.
- Color renderings and material samples are approved.

ATTACHMENTS:

Application

Purchase Agreement

1st Staff Review Letters (3)

1st Application Response Letter

2nd Staff Review Letters (3)

2nd Applicant Response Letter

Site Plans provided in hard copy



Village of Lake Orion

21 E. Church Street
Lake Orion, Michigan 48362
Tel 248.693.8391
Fax 248.693.5874
www.lakeorion.org

SITE PLAN and / or SPECIAL LAND USE APPLICATION

PROPERTY INFORMATION

Site Address: 160 Heights Rd

Parcel ID # (Refer to Tax Bill): 09-11-403-006

Zoning District: MU

PROPERTY OWNER INFORMATION

Name: Ken and Sara VanPortfliet Address, City, Zip: 152 S. Andrews St

Phone #: 248-310-3616 Owner E-Mail: vanportflietk@gmail.com

APPLICANT INFORMATION (If applicant is NOT property owner)

Name: Snug Harbor Orion LLC Address, City, Zip: 3005 University Dr

Phone #: 248-631-8581 Applicant E-Mail: dfm@moceri.com

Applicant is: (i.e. contractor or business owner or architect, etc.) under contract to purchase

APPLICANT REQUEST

Site Plan Approval: _____

Use Permitted After Special Approval: _____

Use Type Requiring Special Approval: _____

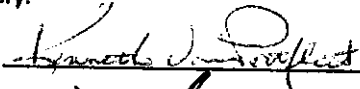
REQUIRED INFORMATION

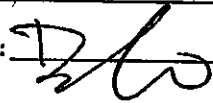
Please place your initials below to acknowledge that all applicable items are included with your application.

- _____ 1) Final Site Plan. Two (2) Copies not less than 24 inches by 36 inches in size that meet the requirements of Section 19.02.D. Including, but not limited to:
- a. Dimensioned floor plans and building elevations
 - b. Hard surface plan identifying parking areas with dimensions and number of spaces provided
 - c. General landscape and lighting plan
 - d. Location of trash receptacle and method of screening
- _____ 2) Project Narrative. A Narrative must accompany Special Land Use applications that identifies the detailed use of the property under review.
- _____ 3) Property Owner Verification.
- _____ 4) Digital copies of all documents. (Digital copies are used for Planning Commission review. They may be submitted via email to the Planning & Zoning Coordinator at zoning@lakeorion.org, through Dropbox, or using an external USB drive.)
- _____ 5) Village, Planning, Engineering, and Attorney fees as necessary.

By signing below you acknowledge all of the following:

- The undersigned acknowledges that any lack of information which may result in a delay of the review process is the sole responsibility of the applicant.
- The undersigned deposes that the forgoing statements and answers and accompanying information are true and correct.
- The undersigned hereby authorizes Village representatives to enter the subject property in connection with this application, if necessary.

Signature of Property Owner:  Date: 2.26.24

Signature of Applicant/Contractor:  Date: 2.26.24

TO BE COMPLETED BY VILLAGE STAFF:

Date Received:

of Hard Copies Received:

Electronic Copies Included: Y / N

Fee: Receipt #:

Anticipated Meeting Date:

AGREEMENT FOR PURCHASE AND SALE

December ~~November 7~~, 2023 ("Effective Date") by and between KEN VAN PORTFLIET and SARA VAN PORTFLIET, whose address is 152 S. Andrews Street, Lake Orion, Michigan 48362 (collectively, "Seller"), and MYSTIC COVE ORION LLC, a Michigan limited liability company, whose address is 3005 University Drive, Suite 100, Auburn Hills, Michigan 48326 ("Purchaser").

BACKGROUND

Seller is the owner of certain land located in the Village of Lake Orion, Orion Township, Oakland County, Michigan, having sidwell number 09-11-403-006, commonly known as 160 Heights Road, and legally described on Exhibit "A" attached hereto and made a part hereof ("Property").

AGREEMENT

1. Purchase and Sale.

Subject to all of the terms and conditions of this Agreement, Seller will sell to Purchaser, and Purchaser will purchase from Seller, the Property together with the improvements thereon and appurtenances thereto, including all of Seller's rights, title, and interest, if any, in and to: (i) any and all property lying in the bed of any street adjoining such real property, (ii) bottomland rights in the lake, along with all walkways, docks, and seawalls, (iii) any strips and gores of land adjacent to, abutting or used in connection with such real property, (iv) any easements and rights, if any, inuring to the benefit of such real property or to Seller in connection therewith, (v) all improvements thereon, and (vi) all parcel splits. The parties acknowledge that Seller's parts and equipment and trade fixtures related to dock materials and boat storage are excluded from the sale.

2. Purchase Price and Deposit.

A. **Purchase Price.** The purchase price to be paid by Purchaser for the Property shall be

B. **Deposit.** Upon execution of this Agreement by both parties, Purchaser shall deposit with Vanguard Title Company, Attention: Amanda Shamoun, whose address 2100 Coe Court, Auburn Hills, Michigan 48326 [(248) 751-1000] ("Escrow Agent"), the sum of \$100,000.00/100 Dollar. The Deposit shall be held in a non-interest bearing account, and shall be refunded, forfeited, or credited to the Purchase Price at closing as provided in this Agreement.

3. Title & Survey.

Within twenty (20) days after the Effective Date, Seller shall provide, at Seller's expense, a commitment for title insurance without standard exceptions, including copies of all exceptions, prepared by Escrow Agent ("Commitment"). Within twenty (20) days after the Effective Date, Purchaser shall obtain, at its sole expense, an ALTA survey ("Survey"). Purchaser shall have twenty (20) days from receipt of both the Commitment and Survey in which to examine the condition of the Commitment and Survey. Within such twenty (20) day period, if Purchaser fails to provide Seller with written notice of specific defects which make title to the Property

unsatisfactory to Purchaser, or specific defects in the Survey which make the Property unsatisfactory to Purchaser, then, for all purposes of this Agreement, Purchaser shall be deemed to have accepted title in the condition described in the Commitment and shall have accepted the Survey. If an objection to the title and/or survey is made within such twenty (20) day period, based upon a written notice from Purchaser that the title and/or survey are/is not in the condition as required by Purchaser, then Seller shall have thirty (30) days ("Cure Period") from the date they are notified in writing of the particular defects claimed to either: (1) to remedy the title defect in a manner approved by Purchaser, or (2) obtain title insurance insuring over such defect in an amount acceptable to Purchaser. If after Seller exercises its "Best Efforts" to address Purchaser's title objection and the title objection remains unresolved, Purchaser will decide whether to close the transaction subject to the title objection or terminate this Agreement. If the Agreement is terminated, Purchaser's Deposit shall be immediately returned to Purchaser.

Purchaser acknowledges that if any portion of the Property is considered bottomland, it shall not be an objection merely because the Property extends into Lake Orion.

If the Commitment and/or the Survey are/is not rendered acceptable to Purchaser at the end of the Cure Period, the Deposit, at the election of Purchaser, may, by notice in writing to Seller not later than ten (10) days after the end of the Cure Period, be returned to Purchaser and all parties shall be released from any and all obligations hereunder. If Purchaser does not give notice to Seller within ten (10) days after the end of the Cure Period, Purchaser shall be deemed to have waived any defects in the Commitment and/or the Survey. Notwithstanding the provisions of this Section, if Seller's title is subject to any mortgage, land contract vendor's interest, mechanics lien or other lien or encumbrances securing a monetary obligation, the same shall be deemed a defect to Seller's title without the necessity of objection by Purchaser and shall be paid and satisfied (or bonded over if disputed) and discharged of record at closing.

4. Investigation Period.

A. Purchaser shall have a period of sixty (60) days from the Effective Date in which to investigate the Property ("Investigation Period"); provided, however, if Seller fails to deliver the Seller's Materials (as defined below) within seven (7) days from the Effective Date then the Investigation Period shall commence on the date that Purchaser has received all of Seller's Materials. During the Investigation Period, Purchaser shall inspect all aspects of the Property it deems necessary, including, but not limited to, environmental studies (which may include borings) and all studies necessary in order to obtain site plan approval from the Village of Lake Orion for a new multi-family residential development on the Property ("Development"), including the removal of certain existing structures, land divisions, docks, seawalls and boat slips along Lake Orion (no removal prior to October 31, 2024 or Closing, whichever is later). During the Investigation Period, Purchaser may, in its sole discretion, seek a determination as to whether the Property can be improved pursuant to Purchaser's plans for the Development and shall have the right to obtain any rezoning, planned unit development ("PUD") or special land use permit for the Property, as may be necessary for Purchaser's intended Development. Purchaser may verify that adequate utility service is available to the Property and that the soil conditions, including drainage, sanitary sewer, and water service, are acceptable for the intended use.

B. Seller shall provide to Purchaser, at no cost to Purchaser, those documents identified in **Exhibit "B"** attached hereto (collectively, "Seller's Materials") within seven (7) days of the Effective Date. During the Investigation Period, Purchaser and its agents shall be provided with full access to the Property, including permission to perform soil borings and to conduct other

investigations as needed to determine the Property's compatibility for Purchaser's Development. Purchaser assumes liability for the acts of its agents who enter the Property, and shall indemnify, defend, and hold Seller harmless from any loss, cost, damage, or expense incurred by Seller as a result of such acts. Purchaser promises and agrees to indemnify and hold harmless the Seller from any and all debts, claims, obligations, damages, costs and attorney fees arising by reason of any contractors, architects, engineers, surveyors, design professionals, planners, sub-contractors, laborers, materials suppliers, agents or employees claiming an interest or filing a construction lien or claim of lien against the Property by reason of or attendant to any work or materials supplied, furnished or alleged to have been contracted for or otherwise requested by Purchaser. Purchaser shall take such measures as necessary to discharge any liens filed against the Property within ten (10) days of receipt of notice of same. Failure to have any such lien discharged within thirty (30) days of receipt of notice shall constitute a default hereunder unless such lien is being contested by Purchaser.

C. It is further understood and agreed that all information, reports, summaries, surveys, and results obtained by Purchaser during such inspections, tests, and examinations of the subject property shall be kept confidential and Purchaser and Purchaser's employees, agents and contractors shall not divulge, disclose or publish the same to any person, persons or entities.

D. Within the Investigation Period, Purchaser shall provide written notification to Seller as to whether Purchaser is, or is not, satisfied with the Property. Lack of Purchaser's notification shall be deemed to be Purchaser's satisfaction with the Property. If Purchaser provides written notice to Seller terminating this Agreement within the Investigation Period, Purchaser's Deposit shall be immediately returned by Escrow Agent to Purchaser.

E. In the event the transaction contemplated by this Agreement does not close, Purchaser agrees to provide Seller with copies of Purchaser's reports obtained during the Investigation Period. Seller acknowledges that, if the materials are delivered to Seller by Purchaser, all statements, information, and conclusions contained therein are not to be construed in any manner as representations of the Purchaser. Purchaser's materials will be provided to Seller "as-is" and without the documents being assigned or certified to Seller.

5. Entitlement Period.

If Purchaser has not terminated this Agreement prior to the expiration of the Investigation Period, it shall have one hundred twenty (120) days after the expiration of the Investigation Period ("Entitlement Period") during which to obtain Governmental Approvals (as defined below). Upon the commencement of the Entitlement Period, Purchaser shall be deemed satisfied with its inspection of the Property's Commitment and Survey (unless otherwise agreed to in writing), as the Entitlement Period is intended to give Purchaser the adequate time needed to obtain Governmental Approvals. If Purchaser has not obtained the Governmental Approvals within the Entitlement Period, Purchaser may extend the Entitlement Period for an additional sixty (60) consecutive days ("Extended Entitlement Period"). In order to exercise the Extended Entitlement Period, the Deposit shall become non-refundable and applicable to the Purchase Price, it will be delivered to Seller at the earlier of this Agreement being terminated or Closing (as defined herein). Purchaser shall increase the Deposit by an additional Twenty Thousand and no/100 Dollars (\$20,000.00) ("Additional Deposit"). The Extended Entitlement Period shall commence at the expiration of the Entitlement Period upon Purchaser delivering written notice to Seller requesting such extension prior to the expiration of the Entitlement Period, along with depositing the Additional Deposit with the Escrow Agent. If Purchaser provides written notice to Seller

terminating this Agreement within the Entitlement Period, its Deposit shall be immediately returned by Escrow Agent to Purchaser. If Purchaser terminates this Agreement during the Extended Entitlement Period, then Purchaser's Additional Deposit shall be immediately returned by Escrow Agent. Notwithstanding anything herein to the contrary, the Deposit becoming nonrefundable is subject to Seller not breaching this Agreement.

6. Zoning and Site Plan Approval Period.

Seller agrees, at no cost to Seller, to fully cooperate with Purchaser's endeavors to obtain final site plan approvals, permits and entitlements, including rezoning, land divisions and/or PUD agreements, as may be necessary ("Governmental Approvals") for the Development at the Property. For purposes of this Section, all development-related materials shall be prepared at Purchaser's expense.

7. Closing Contingency.

Before there is a Closing pursuant to this Agreement, Purchaser shall have obtained all Governmental Approvals that are necessary for the Development of the Property, final site plan approval, final engineering approval, PUD or development agreements, all necessary site improvement permits and all other governmental approvals, authorizations and permits from applicable governmental agencies that are necessary to begin site construction. Subject to Paragraph 5 above, any Deposit and Additional Deposit shall be returned to Purchaser if Purchaser is unable to obtain Governmental Approvals. Purchaser shall advise Seller of its efforts to diligently pursue and obtain all necessary Governmental Approvals. Once all final Governmental Approvals are obtained for the Development, a Closing shall occur within thirty (30) days of the approval. If the government rejects Purchaser's request for approval of the Development, and such denial has become unappealable, Purchaser shall advise Seller of the same and this Agreement shall terminate. If the Agreement is terminated pursuant to this Section, Escrow Agent shall immediately return Purchaser's Deposit (less any amount deemed non-refundable) and Additional Deposit to Purchaser.

8. Closing.

The purchase and sale contemplated by this Agreement shall be closed on a date mutually acceptable to Purchaser and Seller that is within thirty (30) days after Purchaser's receipt of all final Governmental Approvals for Purchaser's Development at the Property ("Closing"). Subject to the Escrow Closing provision below, Closing shall occur at the offices of Purchaser's legal counsel at a time mutually agreed upon by Seller and Purchaser. If Purchaser notifies Seller that it requires a reasonable extension of the date of closing for the purpose of obtaining financing, then Seller shall grant such reasonable extension (not to exceed thirty (30) days).

A. Closing Documents.

Seller shall deliver to Purchaser the following documents at or prior to Closing:

- i. A Warranty Deed in recordable form, prepared by Purchaser and duly executed by Seller, conveying to Purchaser fee simple title to the Property. The Warranty Deed shall be subject only to the exceptions to title not objected to or waived by Purchaser pursuant to Section 3 above. The Warranty Deed shall

not state the purchase price. The parties shall sign a transfer tax valuation affidavit.

- ii. An affidavit containing Seller's United States taxpayer identification number and stating that Seller is not a foreign person under the Internal Revenue Code, Section 1445, and other applicable laws and Internal Revenue Service regulations.
- iii. The customary Seller's affidavit (owner's affidavit) sufficient to induce the title company to issue its policy at closing without "standard exceptions".
- iv. A closing statement reflecting the Purchase Price and the agreed upon adjustments to the Purchase Price.
- v. An assignment of: (a) any contract and other agreements, including licenses and service contracts approved of in writing by Purchaser with respect to the Property; and (b) all licenses, permits, agreements, zoning approvals, drainage rights, and similar or equivalent private and governmental documents and approvals of every kind and character pertaining or applicable to or in any way connected with the Property, including any permits or other authorizations from the Michigan Department of Natural Resources and/or Michigan Department of Environmental, Great Lakes and Energy in the form attached hereto as Exhibit "C".
- vi. An executed certificate to Purchaser that the representations and warranties of Seller contained in this Agreement are true and correct as of the closing date.
- vii. The parties shall cooperate to execute and deliver such other documents as are usual and customary to satisfy the intentions of this Agreement.

B. Payment of the Purchase Price; Adjustments.

- i. At the Closing, Purchaser shall pay to Seller the Purchase Price in cash or certified funds.
- ii. Seller shall pay the cost of the Owner's ALTA title insurance policy at closing ("Owner's Policy"). Purchaser shall pay recording fees and the cost of any mortgage policy and special coverage endorsements to the Owner's Policy requested by Purchaser. Purchaser shall receive credit against the Purchase Price for the Deposit and Additional Deposit. Seller shall be responsible for all transfer taxes. Purchaser shall pay for the cost of recording the deed. Seller shall pay the Title Company's closing costs.
- iii. Seller shall pay real estate taxes due and payable before closing. At Closing, the current real estate taxes on the Property shall be prorated between the parties on a "due date" basis in accordance with local custom. Installments of special assessments shall be prorated between the parties in the same manner as current real estate taxes. Other special assessment installments due before Closing shall be paid by Seller, and those due after Closing shall be paid by

Purchaser. In addition, Seller shall cost of all utility consumption through the day of Closing, including the payment of all water, sewer, and stormwater fees.

C. Escrow Closing

It is the intent and understanding of the parties that this real estate transaction be consummated by means of an escrow closing. Complete closing packages shall be prepared by Escrow Agent and furnished to both Seller and Purchaser five (5) days in advance of the Closing Date unless otherwise agreed to by the parties. All funds shall be remitted in certified funds to the title agency at the time of or prior to the Closing Date in the full amounts required in conformance with the Closing Statements and settlement statements. All deeds, mortgages, mortgage notes, contracts, bills of sale, escrow agreements, Closing Statements, settlement statements, certificates, affidavits, forms, and related requisite written instruments and documents shall be properly signed, witnessed, acknowledged, notarized, and delivered to the title agency at the time of or prior to the Closing Date. It is the intent of the parties that neither Seller nor Purchaser is required to appear or attend a Closing and that the title agency makes such disbursements, deliveries, and arranges such recordings as necessary to effectuate and complete this Agreement. If for any reason closing packages are not timely furnished or other causes prevent the timely delivery of funds or documents required for consummation, both parties agree to attend a closing upon receipt of reasonable written notice from either party or the title agency.

D. Lease

If the Closing occurs prior to October 31, 2024, Purchaser agrees to lease the Property to Seller until October 31, 2024. Immediately following October 31, 2024, Seller is obligated to remove all personal property, rubbish, and Equipment (as defined below) from the Property in accordance with Section 9. The terms of the lease shall be agreed upon by Purchaser and Seller on or before Closing. Purchaser agrees that during the term of the lease, the rental rate shall be \$1.00 per month. Following the expiration of the lease, the rental rate shall increase to market rent until Seller has vacated the Property. Seller acknowledges that any delay in it clearing the Property of personal property, rubbish, and Equipment will result in Purchaser being damaged.

9. Possession.

Provided the Closing occurs prior to October 31, 2024, Purchaser will acquire the Property subject only to the interests of those tenants leasing boat wells from Seller and Seller's occupation of the Property's building ("Building"). Mr. Van Portfliet shall have the right to lease boat wells for the 2024 boating season which ends on October 31, 2024 ("2024 Season"), and to occupy the Building until October 31, 2024. Mr. Van Portfliet's right to lease boat wells located along the Property expires at the end of the 2024 Season, as does his occupancy of the Building. Mr. Van Portfliet shall pay all expenses incurred in his operation of the boat wells providing access to Lake Orion and shall retain the revenues derived therefrom.

Immediately following the end of the 2024 Season, the boat wells are to be vacated by Seller's tenants. Seller is solely responsible for the removal of any boats remaining in boat wells after October 31, 2024, and shall reimburse Purchaser for any costs incurred in removing boats from the boat wells. If there are boats remaining at or in the boat wells at the Property after the 2024 Season, Purchaser shall provide written notice to Seller requesting the boats and trailers (collectively "Equipment") be removed from the Property. The notice shall provide Seller fourteen (14) days ("Notice Period") to rid the Property of all remaining Equipment. During the Notice

Period, Purchaser and Seller agree to "work together" and in "good faith" to clear the Property of Equipment. However, Seller shall indemnify and hold harmless Purchaser from and against all liabilities, losses, damages, actions, complaints, causes of actions, or claims arising from the removal of Equipment from the Property. This paragraph shall survive Closing.

Regardless of whether a Closing occurs during the 2024 Season, Seller shall indemnify and hold harmless Purchaser for any and all claims and damages arising from (i) Mr. Van Portfliet's leasing of boat wells and occupation/operation in the Building and (ii) the occupants' use of the boat wells, including for damages incurred prior to the end of the 2024 Season but not disclosed until after October 31, 2024. Seller shall maintain an insurance policy, with policy coverages acceptable to Purchaser, for Seller's operations on the Property (including boat wells) and shall name Purchaser as an additional insured and certificate holder on the policy. Seller shall provide a certificate of insurance to Purchaser at Closing.

All of the rights granted to Mr. Van Portfliet pursuant to this Section are personal in nature and prohibited from being assigned to any third party. Other than as provided herein, Mr. Van Portfliet does not have the right to occupy, lease, and/or sublease any area of land or Building on the Property or to create any interests whatsoever which would extend beyond October 31, 2024..

On or before October 31, 2024, the Building shall be clear of personal property/rubbish and delivered in a broom-clean condition. Seller shall be liable to Purchaser for all expenses incurred from the removal of Seller's abandoned personal property and rubbish left at the Property. Purchaser shall not be responsible for any personal property at the Property after October 31, 2024. ~~AT CONCLUSION OF SELLER'S OCCUPANCY, REMAINING OUTBUILDINGS AND ICE LOCKER TO BECOME RESPONSIBILITY OF PURCHASER~~ KVP *sh*

Purchaser makes no representations or warranties as to whether Mr. Van Portfliet's leasing of the Property's boat wells is in accordance with local or state rules and regulations. Mr. Van Portfliet shall hold harmless Purchaser from any and all claims arising from enforcement of any penalties, fines, or other enforcement by the governing authority.

If the Closing were to occur after October 31, 2024, Purchaser shall have immediate use and possession of the Property and will not be subject to any third-party's use or interest.

Upon Closing, Purchaser shall be entitled to enter the Property, including any structures thereon, for purposes of inspections, performing studies, and completing preconstruction activities, after providing Seller notice.

10. As-Is Conveyance.

Other than as provided in the Agreement, Purchaser is acquiring the Property "As-Is" with all faults and defects.

11. Condemnation.

In the event of the institution against the record owner of the Property of any proceedings, judicial, administrative or otherwise, relating to the taking, or to a proposed taking of any portion of the Property by eminent domain, condemnation or otherwise which may materially impair the Development of the Property, within thirty (30) days after receipt by Seller of such notice, the Seller shall notify Purchaser, and Purchaser shall have the right for thirty (30) days thereafter to terminate this Agreement and obtain a full refund of the Deposit. If Purchaser does not terminate

this Agreement and proceeds to closing, all proceeds of the condemnation shall belong to Purchaser, including all proceeds due to Seller under the leases.

12. Default.

If this transaction does not close due to a default on the part of Purchaser, then any Deposit placed in escrow under this Agreement shall be delivered by the Escrow Agent to Seller as liquidated damages and as Seller's sole and exclusive remedy. If this transaction does not close due to a default on the part of Seller, then Purchaser shall be entitled to a return of its Deposit and shall have such remedies as may be available at law and in equity, including specific performance.

13. Seller's Representations and Warranties.

Seller represents and warrants to Purchaser that:

- A. Seller shall fully cooperate with Purchaser during the Investigation Period and Entitlement Period in Purchaser's effort to obtain Governmental Approvals for the Development of the Property, including, but not limited to, rezoning of the Property, land divisions, a PUD agreement and/or court proceedings, as may be necessary.
- B. To the best of the Seller's knowledge, there are no recognized environmental conditions at the Property.
- C. There are no known condemnation or eminent domain proceedings pending or contemplated against the Property or any part thereof, and Seller has received no notice of the desire of any public authority or other entity to take or use the Property or any part thereof.
- D. There are no threatened or pending lawsuits or proceedings against or affecting Seller or any part of the Property which (i) does or could affect title to the Property or any part thereof; or (ii) do or could prohibit or make unlawful the consummation of the transaction contemplated by this Agreement or render Seller unable to consummate the same.
- E. Seller shall not: (i) sell, transfer, list, or market all or any portion of the Property; (ii) enter into new leases, easements, or licenses at the Property, without the written approval of Purchaser, which approval shall not be unreasonably withheld, and excepting the boat well leases for the 2024 Season, in no event shall Seller enter into any new licenses or leases that cannot be terminated within thirty (30) days after Closing or October 31, 2024; or (iv) permit any lien to arise against the Property that cannot be terminated prior to closing or discharged at closing.
- F. Seller has no actual knowledge of any claims and has not received notice from a third party alleging an interest in the bottomlands, slips, or docking areas owned by Seller.
- G. Seller has no actual knowledge of existing violations of any laws, zoning ordinances, regulations, orders or requirements of departments of housing, building, fire, labor, health, or other municipal departments or other governmental authorities having jurisdiction against or affecting the Property.

- H. There is no assessment presently outstanding or unpaid for local improvements or otherwise which has or may become a lien against the Property. Further, Seller knows of no public improvements which have been ordered to be made and/or which have not heretofore been completed, assessed, and paid for.
- I. There are no attachments, executions, or assignments for the benefit of creditors or voluntary proceedings in bankruptcy or under any other debtor relief laws contemplated by or pending or threatened by or against Seller and there is no pending or threatened action, suit, arbitration, claim or proceeding against Seller or any of its principals that could adversely affect its ability to perform its obligations under this Agreement and consummate the sale of the Property pursuant hereto.
- J. Seller has no knowledge or notice that any present default or breach exists under any mortgage or other encumbrance encumbering the Property or any covenants, conditions, restrictions, rights-of-way or easements which may affect the Property or any portion or portions thereof and that, to the best of Seller's knowledge, no condition or circumstance exists which, with the passage of time and/or the giving of notice, or otherwise, would constitute or result in a default or breach under any such covenants, conditions, restrictions, rights-of-way or easements.
- K. No person, firm, or other legal entity other than Purchaser has any right or option whatsoever to acquire the Property or any portion or portions thereof or any interest therein.
- L. During the term of the Agreement, Seller shall not enter into any agreements with third parties pertaining to the Property, oral or written, without the written consent of Purchaser, except boat well leases and tenant occupied dwelling for the 2023 Season and 2024 Season.
- M. Seller acknowledges that adherence to the timing of this Agreement is critical to Purchaser's commencement of the Development and avoidance of damages.
- N. Seller represents that, other than the materials attached hereto as Seller's Materials, there are no other documents, reports, studies, or other informative/investigative materials pertaining to the Property that are either in Seller's possession or are readily accessible to Seller.
- O. All boat well leases expire on or before October 31, 2024. The leases do not automatically renew, nor do they grant tenants any interest or right to use the boat wells beyond October 31, 2024.

All representations made on behalf of Seller in this Agreement shall be in reliance of the knowledge of Ken Van Portfliet. All representations and warranties shall be reaffirmed at Closing and shall remain in full force and effect for a period of twelve (12) months after the day of Closing. These representations shall survive Closing.

14. Miscellaneous.

- A. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the transaction contemplated herein and supersedes all prior

understandings or agreements between the parties. No amendment or modification of this Agreement shall be binding upon the parties unless made in writing and signed by both Seller and Purchaser.

- B. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective representatives, successors, and permitted assigns.
- C. **Notices.** Any notice, request, demand, instruction or other communication to be given to either party hereunder, except where required to be delivered at the Closing, shall be in writing and shall be hand delivered or sent by Federal Express or a comparable overnight mail service, or mailed by U.S. registered or certified mail, return receipt requested, postage prepaid, or transmitted electronically with a delivery verification to Purchaser, Seller, Purchaser's counsel, Seller's counsel and Escrow Agent, at their respective addresses set forth below. Notice shall be deemed to have been given upon receipt or delivery of said notice at the appropriate address as is set forth below. Counsel for the Seller or Purchaser can give notice on behalf of their respective client. The addressees for the purpose of this Section may be changed by giving notice of such change in compliance with this Section. Unless and until such written notice is received, the last addressee and address stated herein shall be deemed to continue in effect for all purposes hereunder:

If to Purchaser:

Dominic F. Mocerì
3005 University Drive
Auburn Hills, Michigan 48326
Phone: (248) 340-9400
Fax: (248) 340-5965
Email: DFM@mocerì.com

With a copy to:

John J. Premo, Esq.
Kickham Hanley PLLC
32121 Woodward Avenue, Suite 300
Royal Oak, Michigan 48073
Phone: (248) 544-1500
Fax: (248) 544-1501
Email: jpremo@kickhamhanley.com

If to Seller:

Ken and/or Sara Van Portfliet
152 S. Andrews Street
Lake Orion, Michigan 48362
Phone: (248) 310-3616
Email: vanportflietk@gmail.com, Svanbing@gmail.com

With a copy to: James R. Porritt, Jr.
P.O. Box 69
Lake Orion, MI 48361
Phone: (248)693-6245
Email: jrporritt@aol.com

Escrow Agent: Amanda Shamoun
Vanguard Title Company
2100 Coe Court
Auburn Hills, Michigan 48326
Phone: 248-751-1000
Email: ashamoun@VGTtitle.com

- D. **Broker Commissions.** No broker has assisted with this transaction. Each party hereto shall indemnify, defend and hold the other party hereto harmless from any and all other claims for commissions or fees by brokers made against the other party, and resulting loss, cost (including reasonable attorney's fees) and damages, which claim shall have arisen out of any written document or alleged oral agreement entered or purported to have been entered into by the indemnifying party and the person claiming such commission if the transaction contemplated hereunder by the parties is consummated. The provisions of this Section shall survive the closing and any cancellation or termination of this Agreement.
- E. **Time is of the Essence.** Time shall be deemed of the essence in this Agreement. This Agreement shall be effective as of the Effective Date of this Agreement listed on the first page and shall be the "date of this Agreement" for the purpose of computation of all time periods and shall become effective only after Purchaser has received a fully executed copy of this Agreement.
- F. **Assignment.** This Agreement may be assigned by Purchaser to an affiliated entity without the consent of Seller.
- G. **Governing Law.** This Agreement and the rights of the parties hereunder shall be governed by and construed in accordance with the laws and customs of the State of Michigan.
- H. **Counterparts.** This Agreement may be executed in counterparts, each of which constitutes an original, and all of which, taken together, constitute one and the same instrument, and facsimile or electronically transmitted signatures on this Agreement shall be deemed to constitute original signatures.
- I. **Electronic Signatures.** The execution and delivery of this Agreement may be affected by electronic means, including by PDF or facsimile transmission, and shall be as valid and effective as an original signature.
- J. **Authority.** Each person executing this Agreement, by his or her execution hereof, represents and warrants that he/she is fully authorized to do so, and that no further action or consent on the part of the party for whom they are acting is required for the effectiveness and enforceability of this Agreement against such party following such execution.

- K. **Severability.** If any provision of this Agreement should be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby.
- L. **Waiver.** One or more waivers of any covenant, term or condition of this Agreement by either party shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. The consent or approval by either party to or of any act by the other party requiring such consent or approval shall not be deemed to be a waiver of or render unnecessary consent to or approval of any subsequent similar act.
- M. **Relationship of the Parties.** Nothing herein contained shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto.
- N. **Prevailing Party.** In the event of any dispute hereunder or of any action to interpret or enforce this Agreement, any provision hereof or any matter arising herefrom, the prevailing party shall be entitled to recover its reasonable costs, fees and expenses, including, but not limited to, witness fees, expert fees, consultant fees, attorney, paralegal and legal assistant fees, costs and expenses and other professional fees, costs and expenses whether suit be brought or not, and whether in settlement, in any declaratory action, at trial or on appeal.
- O. **Merger.** There shall be no merger of any obligations in this Agreement, if any, with other agreements unless it is specifically agreed to in writing by the Purchaser and Seller.
- P. **Computation of Time Periods.** If the date upon which the Investigation Period expires, the Closing Date or any other date or time period provided or in this Agreement is or ends on a Saturday, Sunday or federal, state or legal holiday, then such date shall automatically be extended until 5:00 p.m. Eastern Standard Time of the next day which is not a Saturday, Sunday or federal, state or legal holiday. For purposes of this Agreement, unless otherwise specified herein, all time periods and references to "days" shall mean calendar days.

15. **LIKE KIND EXCHANGE**

- a) Seller may sell the Property as part of a like-kind exchange under Section 1031 of the Internal Revenue Code of 1986, as amended, and Purchaser is willing to facilitate a like-kind exchange in accordance with the provision hereof.
- b) The like-kind exchange of the Property shall be affected through the use of a qualified intermediary as defined in Treasury Regulation 1.1031(k)-1(g) (4), and qualified escrow accounts as defined by Treasury Regulations 1.1031(k)-1(g) (3), and otherwise meeting the safe harbor requirements of Treasury Regulations 1.1031(k)-1(g) (3), and otherwise meeting the safe harbor requirements of Treasury Regulations 1.1031(k)-1(g) (6) and (7a). Purchaser's involvement will be limited to documentation acknowledging seller is performing a like-kind exchange. Purchaser will not take title to any property or properties that Seller will receive in the like-kind exchange (collectively the Exchange Property).
- c) The qualified intermediary shall not take title either to the Property or the Exchange Property, but shall effect the like-kind exchange through deeds from Seller directly to

Purchaser with respect to the Property, and from the owners of the Exchange Property directly to Seller with respect to the Exchange Property. This method is being used so as to minimize transfer fees and to avoid the qualified intermediary being in the chain of title should an environmental question later arise.

d) Purchaser agrees to reasonably cooperate with Seller in consummating a like-kind exchange of the Property. Specifically, Purchaser agrees that it will: (1) consent to the assignment of Seller's rights under this Agreement to a qualified intermediary in connection with a like-kind exchange of the Property, and (2) execute any and all documents necessary or convenient to facilitate said like-kind exchange of the Property; provided, however, that Purchaser shall not be required to take title to any real property other than the Property.

e) Seller shall pay and/or reimburse any expenses incurred by Purchaser in connection with this Paragraph 15. The Closing contemplated by this Agreement shall not be delayed as a result of Seller's exercising a "like-kind exchange under Section 1031". A delay in the Closing contemplated by this Agreement will have foreseeable damages.

IN WITNESS WHEREOF, the parties have executed this Agreement for Purchase and Sale as of the Effective Date.

PURCHASER:

MYSTIC COVE ORION LLC,
a Michigan limited liability company


By: 

Dominic F. Mocerl

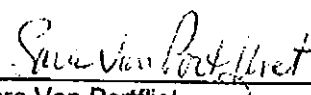
Its: Manager

Dated: Dec : 7, 2023

SELLER


Ken Van Portfliet

Dated: Dec, 6, 2023


Sara Van Portfliet

Dated: Dec, 6, 2023

ESCROW AGENT:

Vanguard Title Company

By: _____

Amanda Shamoun

Its: Authorized Agent

Dated: _____, 2023

EXHIBIT "A"

LEGAL DESCRIPTION

Lot 22, except a strip of land off the Southerly side 1.0 feet wide on the Easterly side and 3.4 feet on the Westerly side thereof; also LOT 23, except a strip of land of the Southerly side being 1.0 feet wide on the Westerly side and running to a point on the Southeast corner of said Lot, "The Cutcheon Subdivision," as recorded in Liber 27 of Plats, Page 8, Oakland County Records.

Tax Parcel No.: 09 11 403 006

EXHIBIT "B"

SELLER'S MATERIALS

Seller's Materials are those documents in Seller's possession related to the Property, including, but not limited to, topographical studies, title policies, boundary surveys, mortgage surveys, survey, engineering studies, contracts, boat well leases, property lease, notices, zoning reports, environmental studies, and violation notices. *

This is a list of items that the seller can provide:

Title Insurance

Warranty Deed

Site Survey 1995

EXHIBIT "C"

ASSIGNMENT

FOR VALUE RECEIVED, _____, a Michigan _____ ("Assignor"), hereby transfers, grants, conveys and assigns to _____, a Michigan _____ ("Assignee"), all of its right, title, and interest, whether now existing or hereafter acquired, if any, in and to the following:

- (a) any contracts and other agreements, including licenses and service contracts (approved by Purchaser) with respect to the development and operation of the Property; and
- (b) all licenses, permits, zoning approvals, drainage rights, and similar or equivalent private and governmental documents and approvals of every kind and character pertaining or applicable to or in any way connected with the Property, including any permits or other authorizations from the Michigan Department of Natural Resources and/or Michigan Department of Environmental, Great Lakes and Energy.

Assignor's right, title and interest in Items (a) and (b) are referred to herein as the "Transferred Interests."

TO HAVE AND TO HOLD the same unto Assignee for the use and benefit of Assignee forever.

In consideration of such assignment, Assignee, as of the effective date hereof, hereby assumes all of the obligations of Assignor under the Transferred Interests.

Assignor hereby agrees to be solely responsible for and to indemnify Assignee for all claims relating to events or omissions occurring prior to the date hereof with respect to the duties and obligations of Assignor as to the Transferred Interests. Assignee hereby agrees to be solely responsible for and to indemnify Assignor for all claims relating to events or omissions occurring after the date hereof with respect to the duties and obligations of Assignee as to the Transferred Interests.

Assignor has not heretofore sold or conveyed any interest in the Transferred Interests. Assignor warrants title to all Transferred Interests, as defined in that certain Agreement for Purchase and Sale between Assignor, as Seller, and Assignee, as Purchaser, dated June __, 2023, being conveyed to Purchaser.

This Assignment shall inure to the benefit of, and be binding upon, the parties hereto and their respective legal representatives, successors and assigns.

IN WITNESS WHEREOF, Assignor has caused this instrument to be executed effective _____, 2023.

ASSIGNOR:

_____,
a Michigan _____

By: _____

Its: _____

STATE OF MICHIGAN)
)ss
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by _____ of _____, a Michigan _____, as the free act and deed of the _____.

Notary Public, _____ County, _____
Acting in the County of _____
My Commission Expires: _____

ASSIGNEE:

_____,
a Michigan _____

By: _____

Its: _____

STATE OF MICHIGAN)
)ss
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by _____ of _____, a Michigan _____, as the free act and deed of the _____.

Notary Public, _____ County, _____
Acting in the County of _____
My Commission Expires: _____

APPLICANT

MOCERI COMPANIES
3005 UNIVERSITY DRIVE
AUBURN HILLS, MI 48326
PHONE: (248) 340-9400

ENGINEER

GIFFELS WEBSTER
MS. NANCY STANDISH, PE
1025 E. MAPLE, SUITE 100
BIRMINGHAM, MI 48009
PHONE: (248) 852-3100

SURVEYOR

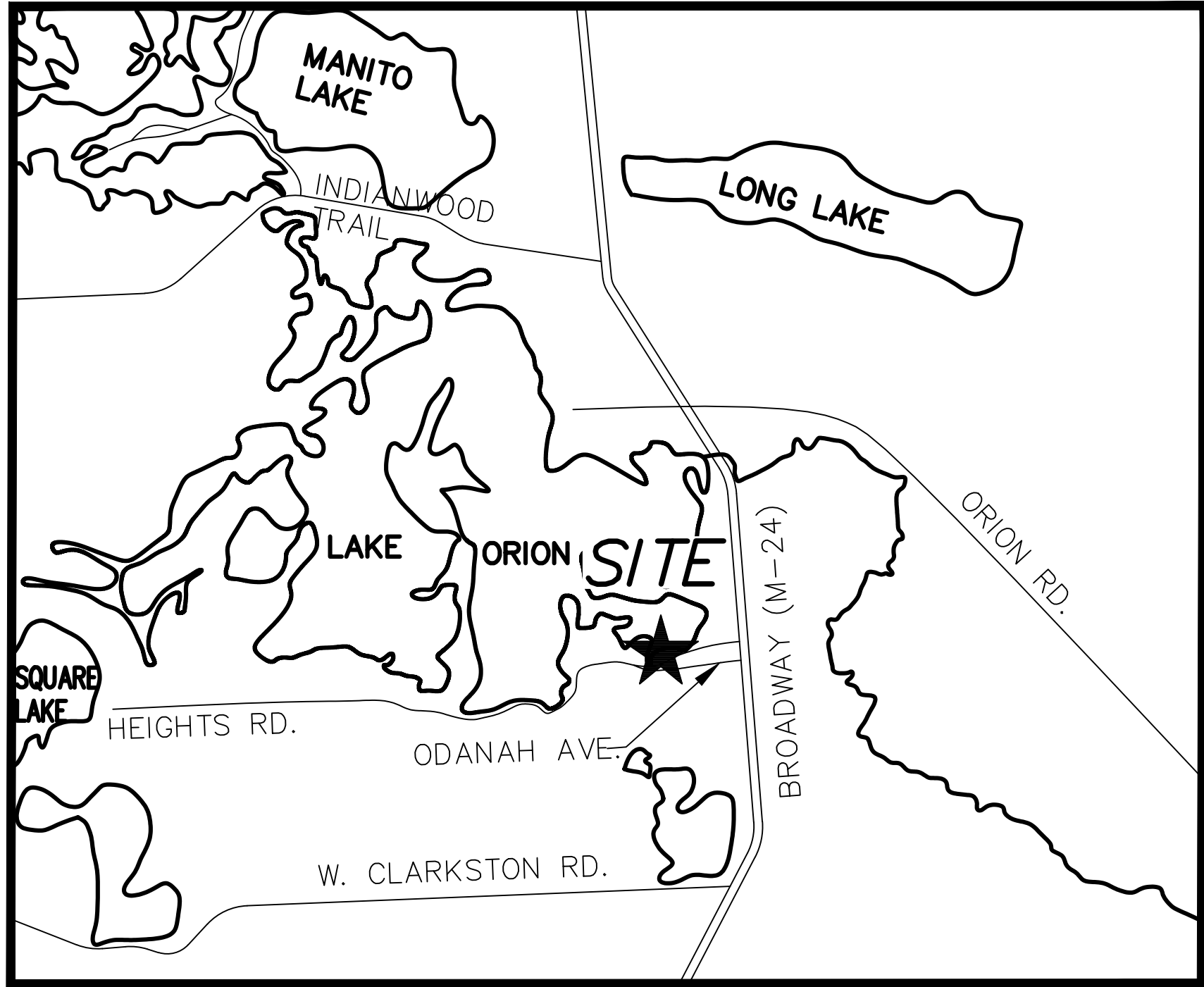
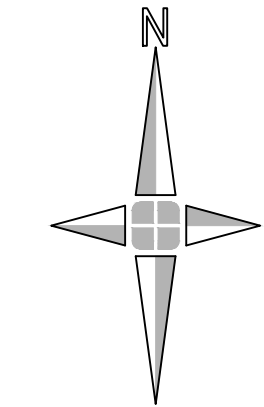
GIFFELS WEBSTER
MR. CHRIS ASIALA, PS
1025 E. MAPLE, SUITE 100
BIRMINGHAM, MI 48009
PHONE: (248) 852-3100

LANDSCAPE ARCHITECT

GIFFELS WEBSTER
MR. MARK HANSEN
1025 E. MAPLE, SUITE 100
BIRMINGHAM, MI 48009
PHONE: (248) 852-3100

GENERAL NOTES:

- ALL CONSTRUCTION SHALL BE PERFORMED IN ACCORDANCE WITH THE CURRENT STANDARDS AND SPECIFICATIONS OF THE VILLAGE OF LAKE ORION, OAKLAND COUNTY WATER RESOURCES COMMISSIONER, AND THE MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES AND ENERGY.
- ALL WORK WITHIN THE OAKLAND COUNTY ROAD COMMISSION OR MDOT RIGHT-OF-WAY SHALL BE IN ACCORDANCE WITH SUPPLEMENTAL PERMIT SPECIFICATIONS AND BY PERMIT ONLY.
- ALL PERMITS REQUIRED SHALL BE OBTAINED BY THE CONTRACTOR. ALL PERMIT FEES, BONDS, AND INSURANCE REQUIRED BY THE ISSUING AGENCIES SHALL BE PROVIDED BY THE CONTRACTOR, AND MUST BE KEPT CURRENT. THE CONTRACTOR IS RESPONSIBLE FOR ALL OTHER FEES, INSPECTION COSTS, ETC., AND SHALL ADHERE TO ALL REQUIREMENTS SET FORTH IN SAID PERMITS.
- 72 HOURS PRIOR TO EXCAVATION, THE CONTRACTOR SHALL NOTIFY MISS DIG (1-800-482-7171) FOR LOCATION OF UNDERGROUND AND CABLE FACILITIES, AND SHALL NOTIFY REPRESENTATIVES OF OTHER UTILITIES LOCATED IN THE VICINITY OF THE WORK.
- UTILITY INFORMATION SHOWN ON THE PLANS WAS OBTAINED FROM UTILITY OWNERS AND MAY OR MAY NOT BE ACCURATE AND COMPLETE. CONTRACTOR SHALL VERIFY AND/OR OBTAIN ANY INFORMATION NECESSARY REGARDING THE PRESENCE OF UNDERGROUND UTILITIES WHICH MIGHT HAVE AN EFFECT ON THIS PROJECT, AND SHALL BE RESPONSIBLE FOR ANY DAMAGE TO ANY PUBLIC OR PRIVATE UTILITIES, SHOWN OR NOT SHOWN ON THE PLANS.
- THE UTILITY POLES SHOWN ON THESE DRAWINGS ARE INTENDED TO SHOW ONLY THE LOCATION OF EXISTING POLES. THE CONTRACTOR IS RESPONSIBLE FOR DETERMINING THE QUANTITY AND DIRECTION OF OVERHEAD LINES.
- THE CONTRACTOR SHALL PROVIDE FOR CONTROLLED ACCESS TO THE SITE FOR USE BY THE VARIOUS WORK FORCES, EMERGENCY VEHICLES, OCCUPANTS, VISITORS, ETC. THROUGHOUT CONSTRUCTION. THIS ACCESS MUST PROVIDE FOR THE REMOVAL OF MUD FROM VEHICLES TIRES. ROADWAYS AND DRIVEWAYS SHALL BE MAINTAINED AND OPEN FOR EMERGENCY VEHICLES AT ALL TIMES. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE RESIDENTS AND BUSINESSES, WHOSE DRIVEWAYS ARE AFFECTED BY HIS SCHEDULE, 24 HOURS IN ADVANCE. CONTRACTOR SHALL SCHEDULE CONSTRUCTION AT NON-PEAK USE HOURS AND SHALL MINIMIZE DRIVEWAY CLOSURE BY EXPEDITING CONSTRUCTION.
- DURING CONSTRUCTION, CONTRACTOR MAY ENCOUNTER SPRINKLER HEADS, PIPING, LIGHTING, AND BURIED ELECTRICAL CABLE, MAILBOXES, FENCES, SIGNS, ETC. CONTRACTOR SHALL REPLACE AND/OR RESTORE ALL COMPONENTS OF SUCH SYSTEMS. THIS WORK SHALL BE INCIDENTAL TO THE PROJECT.
- RIGHT-OF-WAYS AND FRONT OF LOTS DISTURBED BY CONSTRUCTION SHALL BE RESTORED BY TOPSOIL, SEED AND MULCH.
- THE CONTRACTOR IS REQUIRED TO CONFINE CONSTRUCTION ACTIVITIES TO THE LIMITS OF THE SITE AS SHOWN ON THE CONSTRUCTION PLANS. ANY DAMAGE OR DISRUPTION TO ADJACENT SITES IS THE RESPONSIBILITY OF THE CONTRACTOR TO CORRECT IMMEDIATELY. NO OFF-SITE WORK SHALL BE PERFORMED OUTSIDE OF PUBLIC RIGHTS-OF-WAY OR DEDICATED EASEMENTS WITHOUT PRIOR WRITTEN APPROVAL OF THE PROPERTY OWNER.
- GREAT CARE SHALL BE TAKEN TO AVOID DAMAGE TO VEGETATION OUTSIDE THE CLEARING AND GRUBBING LIMITS. NO DRIVING OR PARKING OF VEHICLES AND/OR STORAGE OF MATERIALS AND SUPPLIES SHALL BE PERMITTED OUTSIDE THE LIMITS OF CONSTRUCTION.
- THE PROTECTION OF EXISTING TREES, AS REQUIRED, SHALL BE SOLELY THE CONTRACTOR'S RESPONSIBILITY.
- FINAL CLEANUP AND RESTORATION SHALL CONSIST OF FINE GRADING OF CONSTRUCTION AREAS, REMOVAL OF CONSTRUCTION SIGNS, ETC. TOPSOIL SHALL BE SPREAD OVER ALL DISTURBED AREAS, FOLLOWED BY SEED, FERTILIZER AND EROSION MAT OR STRAW MULCH, OR AS FURTHER REQUIRED BY THE LANDSCAPING PLANS AND SPECIFICATIONS. ALL REQUIRED RESTORATION ITEMS NOT SPECIFICALLY IDENTIFIED AS A PAY ITEM SHALL BE CONSIDERED INCIDENTAL TO THE CONTRACT.
- ALL RESTORATION SHALL BE SPECIFIED ON THE PLANS AND IN THE SPECIFICATIONS. NON PAY ITEMS SHALL BE INCIDENTAL TO THE PROJECT.
- THE CONTRACTOR AND/OR HIS SUBCONTRACTORS SHALL NOTIFY THE VILLAGE OF LAKE ORION, ORION TOWNSHIP FIRE DEPARTMENT, THE ORION TOWNSHIP POLIC DEPARTMENT, MDOT AND THE OAKLAND COUNTY ROAD COMMISSION TWO (2) WEEKS PRIOR TO THE BEGINNING OF CONSTRUCTION.
- THE CONTRACTOR SHALL PROVIDE NECESSARY SIGNS, BARRICADES, AND LIGHTS TO PROTECT THE TRAFFIC AND THE WORK AS DIRECTED BY THE FIELD ENGINEER OR THE ROADWAY JURISDICTIONAL AGENCY. ALL TRAFFIC CONTROL SHALL BE IN ACCORDANCE WITH THE MICHIGAN MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MMUTCD.)
- ALL LOT MARKERS AND MONUMENT POINTS DISTURBED DURING CONSTRUCTION SHALL BE REPLACED BY A REGISTERED LAND SURVEYOR AT THE EXPENSE OF THE CONTRACTOR.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DEWATERING REQUIRED TO CONSTRUCT THE PROPOSED UTILITIES AND SHALL BE DONE PER APPROVED DEWATERING PLAN. COST OF DEWATERING SHALL BE INCIDENTAL TO THE PROJECT.



LOCATION MAP

NOT TO SCALE

APPROVALS AND PERMITS

NAME	SUBMITTAL DATE	APPROVAL DATE	PERMIT NO.
SITE PLAN	02.29.2024	-	-
VILLAGE ENGINEERING APPROVAL	-	-	-
VILLAGE SANITARY APPROVAL	-	-	-
OAKLAND COUNTY SANITARY APPROVAL	-	-	-
VILLAGE WATERMAIN APPROVAL	-	-	-
OCWRC SESC PERMIT	-	-	-
RCOC UTILITY PERMIT	-	-	-
RCOC APPROACH PERMIT	-	-	-
EGLE WETLAND PERMIT	-	-	-

PROPERTY DESCRIPTION
(PER TAX RECORD)

LOTS 22 & 23 OF THE CUTCHEON SUBDIVISION, LIBER 27, PAGE 8 OF PLATS, OAKLAND COUNTY RECORDS.

SHEET INDEX

ENGINEERING PLANS

C1	COVER SHEET
C2	TOPOGRAPHIC AND BOUNDARY SURVEY
C3	SITE AND PAVING PLAN
C4	GRADING AND UTILITY PLAN
C5	SITE NOTES AND DETAILS

LANDSCAPE AND LIGHTING

L1	LANDSCAPE PLAN
L2	LANDSCAPE DETAILS
L1	LIGHTING PLAN

SHEETS BY OTHERS

ARCHITECTURAL

5 SHEETS	BUILDING FLOOR PLANS AND ELEVATIONS
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MUNICIPAL DETAILS

X SHEETS	SANITARY SEWER DETAILS AND NOTES
X SHEET	SOIL EROSION AND SEDIMENTATION CONTROL DETAILS
X SHEET	STORM DRAIN NOTES AND DETAILS
X SHEETS	WATER MAIN STANDARD DETAILS

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Designer:	NS
Quality Control:	MP
Section:	11
T-04-N R-10-E	

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DATE:	ISSUE:
02.29.2024	SUBMIT FOR SITE PLAN APPROVAL

Developed For:

MOCERI COMPANIES
3500 UNIVERSITY DRIVE
AUBURN HILLS, MI 48326
248.340.9400

COVER SHEET

SNUG HARBOR

VILLAGE OF LAKE ORION
OAKLAND COUNTY
MICHIGAN

Date:	02.29.2024
Scale:	NA
Sheet:	C1
Project:	20107.40

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48326

248.340.9400

TOPOGRAPHIC AND
BOUNDARY SURVEY



















































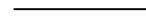















SNUG HARBOR



























































VILLAGE OF LAKE ORION
OAKLAND COUNTY
MICHIGAN

Date:	02.29.2024
Scale:	1"=10'
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Project:	20107.40









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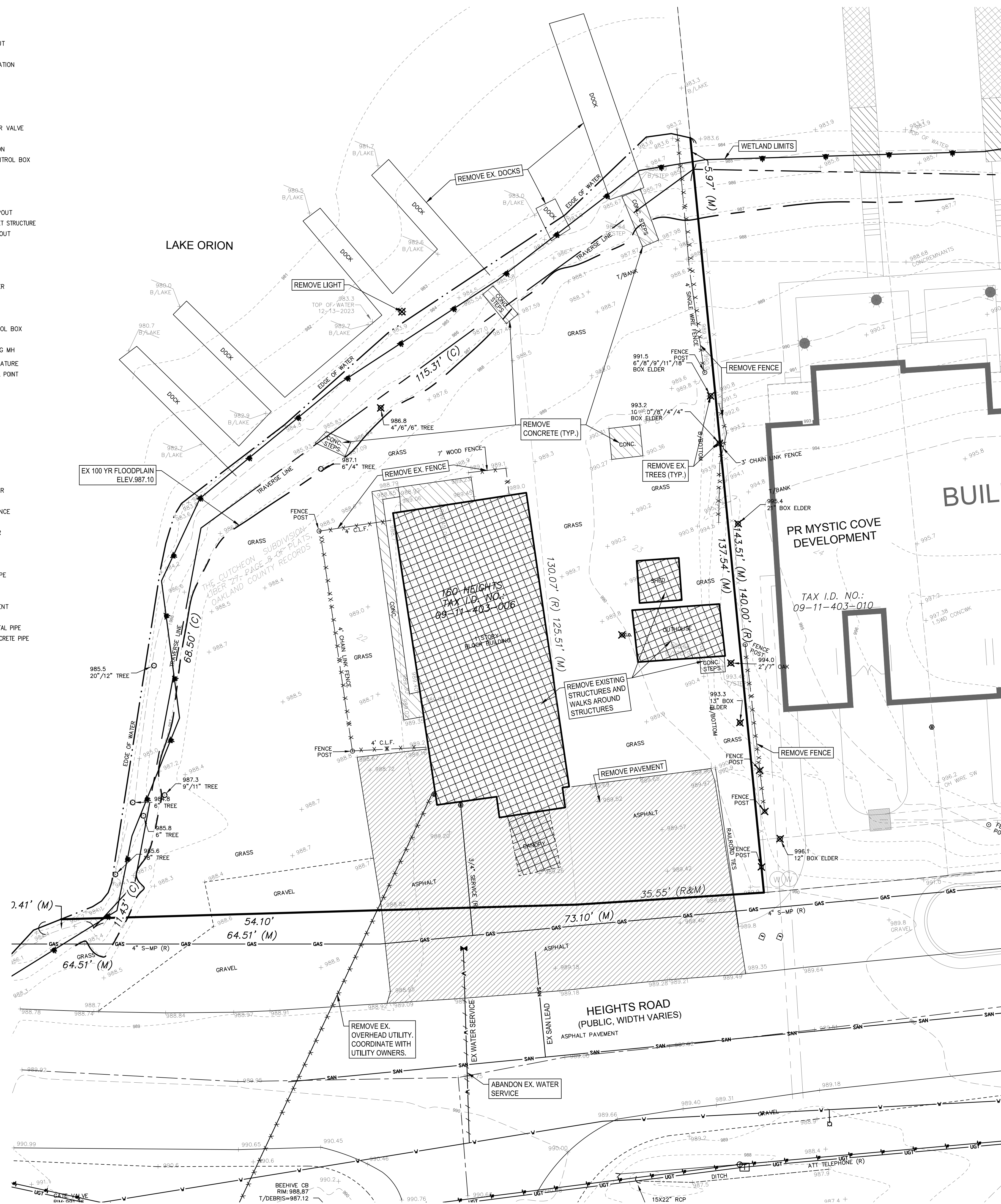
LEGEND - EXISTING

	SECTION LINE		SAN. MH
	E/ PAVEMENT		SAN. CLEAN OUT
	CURB		SAN. RISER
	E/ GRAVEL		SAN. PUMP STATION
	CL ROAD		COMB. MH
	E/ WALK		GATE VALVE
	RAILROAD		HYDRANT
	E/ BRICK		WATER VALVE
	MISC. LINE		WATER METER
	FENCE		POST INDICATOR VALVE
	GUARD RAIL		WELL HEAD
	BULG. LINE		FDC CONNECTION
	OVERHEAD WIRES		IRRIGATION CONTROL BOX
	RAILING		STORM MH
	OVERHANG LINE		CATCH BASIN
	T/ BANK		BEEHIVE CB
	B/ BANK		CULVERT E.S.
	CL DITCH/STREAM		ROOF/DOWN SPOUT
	SHRUB LINE		OVERFLOW/OUTLET STRUCTURE
	TREE LINE		SAN. CLEAN OUT
	WATER EDGE		ROUND CB
	WETLAND LINE		LIGHT POLE
	STORM LINE		UTILITY POLE
	SAN. LINE		ELEC. TRANS.
	WATER LINE		AIR CONDITIONER
	GAS LINE		ELEC. MH
	UGE		ELEC. RISER
	UGT		TRAFFIC CONTROL BOX
	UG		STEAM MH
	CTV		PUBLIC LIGHTING MH
	PAINT STRIPE		
	COMBINED SEWER		
	PLD LINE		
	STEAM LINE		
	ELECTRIC OVERHEAD		
	TELEPHONE OVERHEAD		

	GAS METER		MISC. TOPO. FEATURE
	GAS RISER		SURVEY CONTROL POINT
	GAS VALVE		FOUND IRON
	GAS MH		FOUND NAIL
	TELE. RISER		F. CUT CROSS
	TELE. MH		SECTION COR.
	TELE. CROSS BOX		FENCE POST
	CABLE RISER		BENCHMARK
	PAY PHONE		FOUND PIPE
	MANHOLE		FOUND MON.
	SIGN		ASPH.
	PROT. POST/GUARD POST		CONC.
	GUY		A.C.
	DECIDUOUS TREE		AIR CONDITIONER
	CONIFEROUS TREE		G.P.
	DEAD TREE		C.L.F.
	UTILITY FLAG		DOOR LINK
	BLDG. CORNER (FIELD LOCATED)		FINISHED FLOOR
	HANDICAP PARKING		OVERHANG
	WETLAND FLAG		FOUND IRON
	BUSH/SHRUB		SET IRON
	PARKING METER		FOUND IRON PIPE
	RESIDENTIAL MAILBOX		MEASURED
	U.S. MAILBOX		RECORD
	EXISTING ELEVATION		FOUND MONUMENT
	SOIL BORING		SET NAIL
	MONITORING WELL		CORRELATED METAL PIPE
	LAWN IRRIG. HEAD		REINFORCED CONCRETE PIPE
	CENTERLINE R.R. TRACK		GROUND LIGHT

DEMOLITION LEGEND:

	REMOVE OBJECT
	REMOVE UTILITY PIPE/FENCE
	ABANDON UTILITY PIPE
	CUT AND BULKHEAD UTILITY
	REMOVE EXISTING CURB
	REMOVE STRUCTURE
	REMOVE ASPHALT PAVEMENT
	REMOVE CONCRETE SURFACE



BENCH MARK DATA

NAVD88 DATUM

BENCH MARK NO. 1
ARROW ON HYDRANT LOCATED EAST NORTHEAST ± 120 FEET FROM THE NORTHEAST CORNER OF
BUILDING ADDRESS 440 S BROADWAY
ELEVATION = 990.95'
(OUT OF DRAWING SCOPE)

BENCH MARK NO. 2
SET MAG NAIL IN SOUTH FACE OF A UTILITY POLE LOCATED EAST ± 60 FEET FROM THE
SOUTHEAST BUILDING CORNER OF ADDRESS 458 S BROADWAY AND NORTHWEST ± 20 FROM THE
NORTHWEST BUILDING CORNER OF 468 S BROADWAY.
ELEVATION = 994.59'
(OUT OF DRAWING SCOPE)

BENCH MARK NO. 3
SET MAG NAIL IN NORTH FACE OF A UTILITY POLE LOCATED ± 45 FEET FROM THE SOUTHWEST
CORNER OF ADDRESS 32 HEIGHTS ROAD.
ELEVATION = 997.27'
(OUT OF DRAWING SCOPE)

BENCH MARK NO. 4
ARROW ON HYDRANT LOCATED ON THE SOUTH SIDE OF HEIGHTS ROAD AT HOUSE NO. 69 HEIGHTS RD.
ELEVATION = 990.43'
(OUT OF DRAWING SCOPE)

UTILITY STATEMENT

THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE.

(R) = UTILITY SHOWN FROM RECORDS OR PLANS, & FIELD
LOCATED WHERE POSSIBLE.

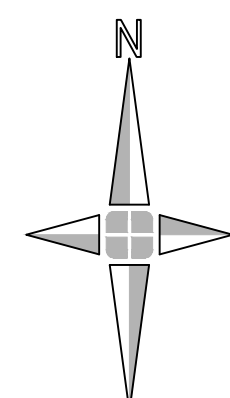
PRIOR TO THE PLANNED BUILDING IMPROVEMENTS, AND/ OR CONSTRUCTION, THE RESPECTIVE UTILITY COMPANIES MUST BE NOTIFIED TO STAKE THE PRECISE LOCATION OF THEIR UTILITIES.

NOTES

- CABLE TV, WATER, AND SEWER UTILITY MAPS WERE NOT AVAILABLE AT TIME OF SURVEY.
- THIS PARCEL IS LOCATED WITHIN A FEDERALLY DESIGNATED FLOOD HAZARD AREA ZONE "AE". (THE FLOODWAY IS THE CHANNEL OF A STREAM PLUS ANY ADJACENT FLOODPLAIN AREAS THAT MUST BE KEPT FREE OF ENCROACHMENT SO THAT THE 1% ANNUAL CHANCE FLOOD CAN BE CARRIED WITHOUT SUBSTANTIAL INCREASES IN FLOOD HEIGHTS) AND ZONE "X" (AREA DEDICATED TO THE PROTECTION OF THE 1% ANNUAL CHANCE FLOODPLAIN) IN ACCORDANCE WITH THE FEDERAL INSURANCE RATE MAP, PANEL NUMBER 238 OF 704, MAP NUMBER 26125C0238F, EFFECTIVE DATE SEPTEMBER 29, 2006.
- GAS & WATER LEAD LOCATION SHOULD BE CONSIDERED AS APPROXIMATE.
- TREE SIZES AND SPECIES ARE THE BEST ESTIMATION OF THE FIELD SURVEYOR. SPECIFIC QUESTIONS REGARDING INDIVIDUAL TREES SHOULD BE DIRECTED TO A QUALIFIED FORESTER.

DEMOLITION NOTES:

1. WITH THE EXCEPTION OF AN AMOUNT OF EXCAVATED MATERIALS SUFFICIENT FOR BACKFILLING AND CONSTRUCTION OF FILLS AS CALLED FOR ON THE PLANS AND AS INDICATED BELOW, ALL BROKEN CONCRETE, STONE AND EXCESS EXCAVATED MATERIALS SHALL BE DISPOSED OF BY THE CONTRACTOR.
2. THE CONTRACTOR WILL BE REQUIRED TO OBTAIN THEIR OWN DISPOSAL GROUND, AND WILL RECEIVE NO ADDITIONAL COMPENSATION FOR DISPOSING OF ANY OF THE EXCESS MATERIALS. MATERIALS ACCEPTABLE TO THE ENGINEER MAY BE DISPOSED OF ON-SITE AT THE CONTRACTORS EXPENSE IN A MANNER APPROVED IN ADVANCE BY THE ENGINEER.
3. EXISTING UTILITIES ON SITE WILL BE CAPPED OR BULK-HEADED AT THE MAIN IN ACCORDANCE WITH VILLAGE OF LAKE ORION AND SERVICE PROVIDER STANDARDS. ALL BULK-HEADING AND/OR SEWER PIPE REMOVAL NECESSITATED BY THE REMOVAL OF DRAINAGE STRUCTURES SHALL BE INCLUDED IN THE STRUCTURE REMOVAL.
4. THE CONTRACTOR SHALL COORDINATE WITH AFFECTED UTILITY COMPANIES FOR THE REMOVAL OR RELOCATION OF UTILITY AND LIGHT POLES.
5. STREET SIGNS IN THE WAY OF CONSTRUCTION WILL BE REMOVED AND RESET IMMEDIATELY IN A TEMPORARY LOCATION, AS APPROVED BY THE FIELD ENGINEER.
6. THE CONTRACTOR SHALL PROTECT ALL EXISTING SIGNS AND POSTS SCHEDULED TO REMAIN, AS DIRECTED BY THE FIELD ENGINEER.
7. ALL UNDERGROUND UTILITIES NOT INDICATED FOR REMOVAL SHALL BE PROTECTED THROUGHOUT CONSTRUCTION.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL PRIVATE PROPERTY (INCLUDING BUILDINGS AND FOUNDATIONS) THROUGHOUT CONSTRUCTION AND SHALL MAINTAIN SAFE PEDESTRIAN ACCESS AT ALL TIMES.
9. EXISTING PAVEMENTS, SIDEWALKS, CURBS, DRIVEWAYS, GUTTERS, CROSSWALKS, AND OTHER BITUMINOUS OR CONCRETE SURFACES TO BE REMOVED, SHALL BE REMOVED TO THE LIMITS SHOWN, NEAREST JOINT OR AS REQUIRED BY THE FIELD ENGINEER. REMOVAL SHALL BE CAREFULLY DONE AND TO A NEAT LINE. CONCRETE SAWS OR OTHER MECHANICAL EQUIPMENT APPROVED BY THE FIELD ENGINEER SHALL BE USED ON THIS WORK.





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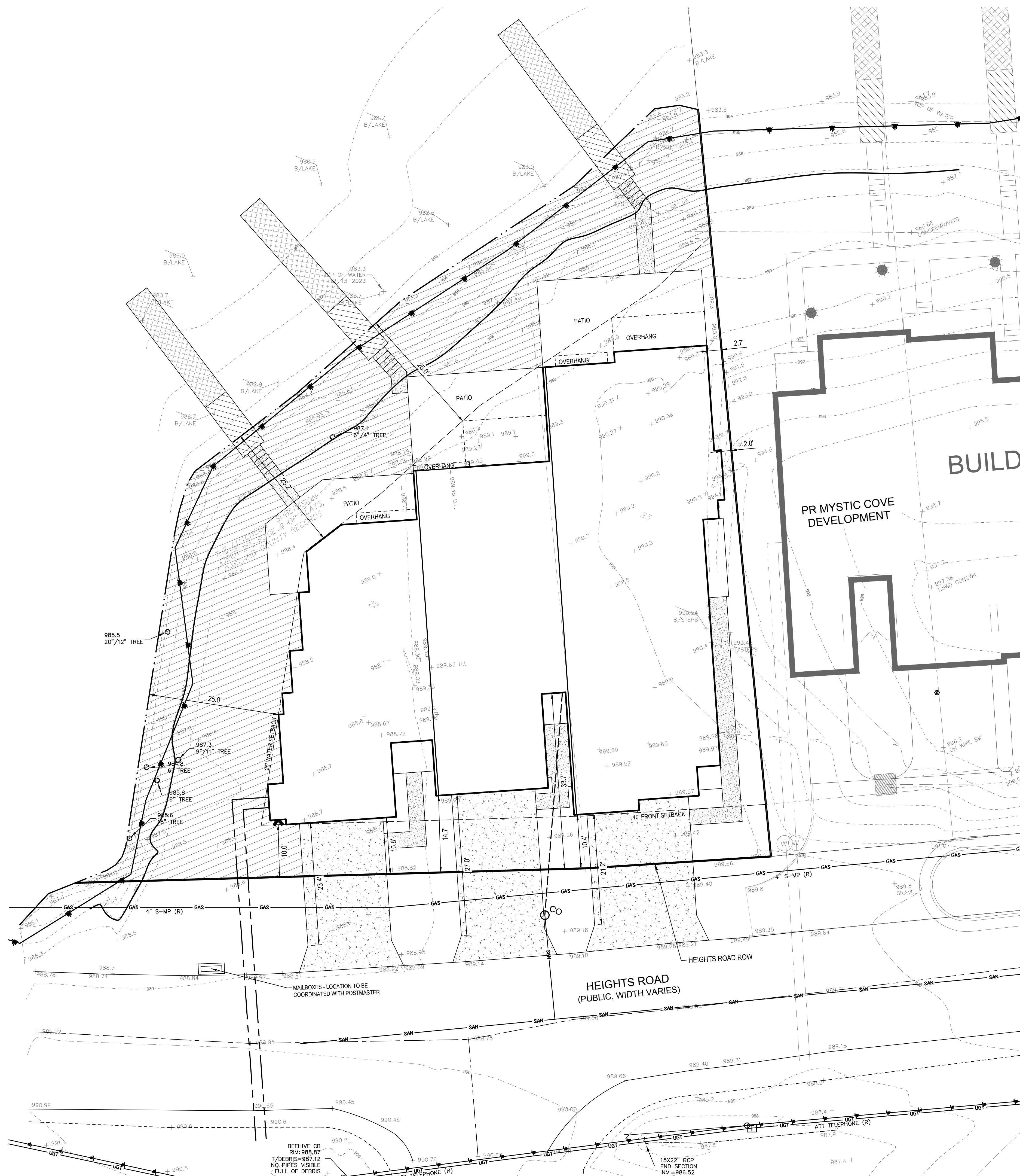
SITE AND PAVING PLAN

SNUG HARBOR

VILLAGE OF LAKE ORION
OAKLAND COUNTY
MICHIGAN

Date:	02.29.2024
Scale:	1"=10'
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SITE PLAN NOTES:

SITE AREA: 12,878 SF, 0.296 ACRES
ZONING: MU, MIXED USE
ALLOWED DENSITY: 15 RESIDENCES/ACRE
15 RESIDENCES / ACRE x 0.296 ACRES: 4.43 RESIDENCES

PROPOSED RESIDENCES:	
TOWNHOMES	2 RESIDENCES
STACKED FLATS	2 RESIDENCES
<hr/> TOTAL	<hr/> 4 RESIDENCES

PROPOSED BEDROOM BREAKDOWN:	
2-BEDROOM RESIDENCES	2 RESIDENCES
3-BEDROOM RESIDENCES	2 RESIDENCES
TOTAL	<u>4 RESIDENCES</u>

OPEN SPACE: 4,067 SF / 0.089 ACRES
31.5%

MAXIMUM COVERAGE:

PARKING:
REQUIRED: MULTI-FAMILY REQUIREMENTS
2 SPACES PER UNIT
4 x 2 = 8 SPACES
TOTAL REQUIRED: 8 SPACES

PROVIDED:	
GARAGE SPACES	6 SPACES
DRIVEWAY SPACES	6 SPACES
<hr/> TOTAL SPACES	12 SPACES

NOTES:

1. SNUG HARBOR IS PROPOSED MULTI-FAMILY RESIDENCE COMMUNITY.
2. TRASH RECEPTACLES WILL BE STORED IN THE RESIDENCE GARAGES AND ROLLED OUT ON GARBAGE DAY

PAVING NOTES:

1. THE PAVING CONTRACTOR SHALL BE REQUIRED TO COORDINATE THE INSTALLATION OF GAS, ELECTRIC, PHONE, CABLE, SPRINKLERS, ETC. IN SUCH A MANNER THAT WILL FACILITATE THEIR PROPER INSTALLATION PRIOR TO PLACING THE PAVEMENT MATERIALS. ENSURE THAT ALL REQUIRED PIPES, CONDUITS, CABLES AND SLEEVES ARE PROPERLY PLACED AND THAT THE TRENCHES ARE PROPERLY BACKFILLED AND COMPACTED.
2. BUST JOINTS SHALL BE PLACED AT ALL LOCATIONS WHERE AN EXISTING ASPHALT PAVEMENT SURFACE IS BEING DISTURBED BY REMOVALS AND/OR THE INSTALLATION OF NEW ASPHALT PAVEMENT.
3. ALL PAVEMENT AREAS SHOULD BE CLEARED AND GRUBBED BY REMOVING SURFACE VEGETATION, TOPSOIL, DEBRIS AND OTHER DELETERIOUS MATERIALS.
4. PROPOSED AGGREGATE BASE SHALL EXTEND A MINIMUM OF 1 FOOT BEYOND THE PAVEMENT EDGE/BACK OF CURB.
5. BARRIER FREE SIGNAGE SHALL BE PLACED IN FRONT OF EVERY DESIGNATED BARRIER FREE STALL. THE CONTRACTOR SHALL COORDINATE STANDARD AND VAN ACCESSIBILITY SIGNAGE AS INDICATED ON THE PLANS.
6. ALL BARRIER FREE RAMPS, WALK, LANDINGS AND CURBS SHALL BE A.D.A. COMPLIANT AND MEET MDOT STANDARD PLAN R-28.
7. DIMENSIONS ARE TO FACE OF CURB.

AREA, HEIGHT, BULK AND PLACEMENT REGULATIONS:

SETBACKS

	PROPOSED	REQUIRED
FRONT (MINIMUM)	10'	10'
FRONT (MAXIMUM)	33.7'	25'
WATER	25'	25'
SIDE	2'	0'
MAX. LOT COVERAGE	42%	50%

BUILDING HEIGHT: 28' - 7 ⁹/₆₄"

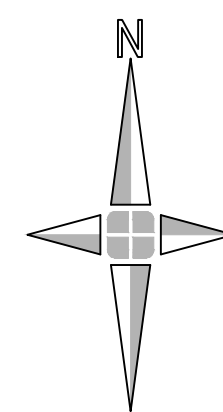
EXISTING
TOTAL AREA - 12,878 SF
IMPERVIOUS AREA - 3,819.64 SF, 29.7%
PERVIOUS AREA - 9,058.36, 70.3%

PROPOSED
IMPERVIOUS TOTAL - 8,128 SF, 63.1%
IMPERVIOUS PAVEMENT - 2,701 SF
IMPERVIOUS BUILDING - 5,427 SF

PERVIOUS TOTAL - 4,750 SF, 36.9%

LEGEND

	PR GATE VALVE AND WELL
	PR HYDRANT
	PR VALVE AND BOX
	PR WATERMAIN
	PR STORM CATCH BASIN
	PR STORM MANHOLE
	PR STORM REAR YARD
	PR STORM END SECTION
	PR GROUTED RIP RAP
	PR STORM SEWER
	PR PERFORATED UNDERDRAIN
	PR CLEAN OUT
	PR SANITARY MANHOLE
	PR SANITARY SEWER
	PR UNDERGROUND ELECTRIC SERVICE
	PR LIGHT FIXTURE (SEE LIGHTING PLAN FOR TYPE OF FIXTURE)
	PR TRANSFORMER
	PR UNDERGROUND GAS SERVICE
	PR UNDERGROUND TELEPHONE SERVICE
	PR UTILITY CROSSING
	PR CONTOUR MINOR (1')
	PR CONTOUR MAJOR (5')
	PR SPOT ELEVATION
	PR SWALE
	PR CURB AND GUTTER
	PR REVERSE CURB AND GUTTER
	PR OPEN SPACE AREA
	PR CONCRETE WALK
	PR CONCRETE DRIVE





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GRADING AND UTILITY PLAN

SNUG HARBOR

VILLAGE OF LAKE ORION
OAKLAND COUNTY
MICHIGAN

Date:	02.29.2024
Scale:	1"=10'
Sheet:	C4
Project:	20107.40

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GRADING NOTES:

1. EXCESS EXCAVATION SHALL BE DISPOSED OF BY THE CONTRACTOR. COST OF DISPOSAL WILL BE INCIDENTAL TO THE PROJECT.
2. THE FINAL SUB-GRADE SHALL BE THOROUGHLY PROOF-ROLLED UNDER THE OBSERVATION OF THE SOILS ENGINEER.
3. NO FROZEN MATERIAL SHALL BE PERMITTED AS BACKFILL UNDER ANY ROADWAY, DRIVEWAY OR PARKING AREA.
4. PRIOR TO THE START OF ANY FILLING, THE CONTRACTOR SHALL REMOVE ALL TOPSOIL AND ALL OTHER UNACCEPTABLE SOIL FROM THE FILL AREAS, AND PROPERLY BACKFILL WITH ACCEPTABLE SOIL.
6. GENERAL GRADING REQUIREMENTS ARE AS FOLLOWS:
 - A. FINISH GRADE AT EXISTING BUILDING SHALL MATCH BRICK LEDGES, DOORWAYS OR BASEMENT WINDOWS
 - B. MAINTAIN POSITIVE DRAINAGE AWAY FROM ALL BUILDING: 5% WITHIN THE FIRST 10' AND 2% AFTER.
 - C. PAVEMENT SLOPES (1.0% MINIMUM, 4.0% MAXIMUM) UNIFORMLY BETWEEN FINISH GRADE ON PLANS
 - D. LAWN AREAS \pm 2% MINIMUM TO 33% MAXIMUM
7. PRIOR TO THE PLACEMENT OF ANY BASE ASPHALT OR LEVELING COURSE THE CURBS SHALL BE PARTIALLY BACKFILLED AND THE SUB-GRADE SHALL BE PROOF-ROLLED UNDER THE SUPERVISION OF THE SOILS ENGINEER.
8. ALL SIDEWALK AND PATHWAYS IN ANY PUBLIC R.O.W. SHALL BE INSPECTED BY THE AGENCY WITH JURISDICTION.

ABBREVIATIONS:

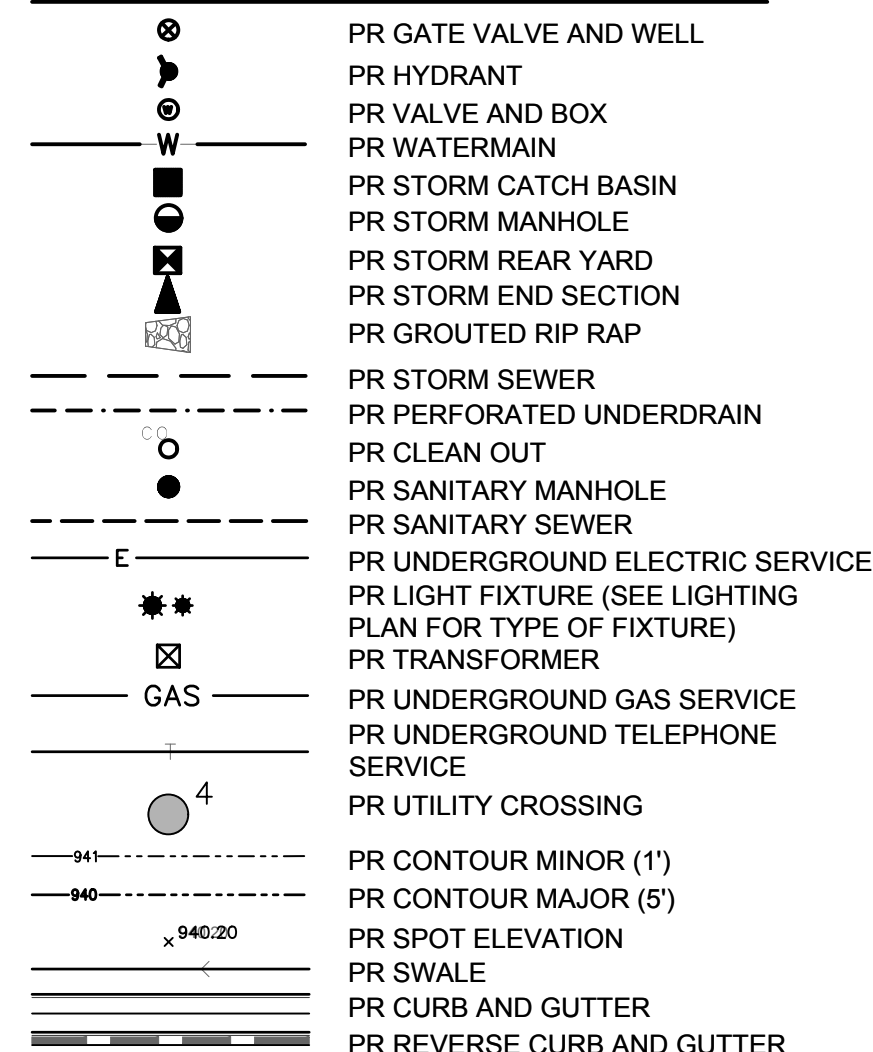
PW - PERMANENT WATER ELEVATION
HW - HIGH WATER / 100 YEAR STORM
ELEVATION

WS - WATER SURFACE ELEVATION
 FB - FREEBOARD ELEVATION
 CD - CURB DROP FOR WALK
 T/C - TOP OF CURB
 G - GUTTER
 T/W - TOP OF WALK
 B/W - BOTTOM OF WALK
 T/A - TOP OF ASPHALT
 BR - BOTTOM OF RAMP
 TR - TOP OF RAMP
 R - RAMP
 L - LANDING
 T/WALL - TOP OF WALL
 B/WALL - BOTTOM OF WALL

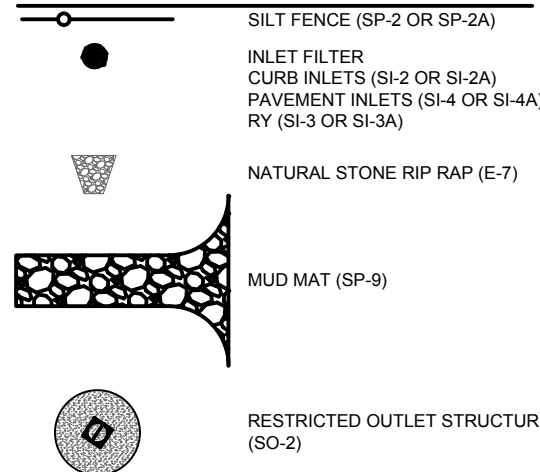
UTILITY NOTES:

1. REFER TO ARCHITECTURAL PLANS TO COORDINATE ALL:
 - A. WATER SUPPLY, METERING, SPRINKLER AND FDC PIPING, DESIGN AND COORDINATION
 - B. BUILDING SEWER, BUILDING DRAIN DESIGN AND CONNECTIONS TO CLEAN OUTS AND ROOF CONNECTORS
 - C. GAS, ELECTRIC AND COMMUNICATION SERVICES, AND LIGHTING DETAILS
 - D. ALL BUILDING ACCESS WALKS AND ENTRY DETAILS, INCLUDING SUPPORTED SLABS
 - E. ALL WORK TO CONSTRUCT THE BUILDING AND ALL ITEMS CONNECTED TO IT
2. ALL TRENCHES WITHIN A ONE ON ONE SLOPE OF PAVEMENT SHALL BE BACKFILLED WITH SAND (MDOT CLASS II MINIMUM) AND MECHANICALLY COMPACTED IN NOT MORE THAN 9" LAYER TO 95% MAXIMUM DRY DENSITY PER MODIFIED PROCTER COMPACTION TEST ASTM D-1557. COMPACTED SAND BACKFILL SHALL ALSO BE PROVIDED FOR ALL SEWER TRENCHES LOCATED UNDER, OR WITHIN, THREE FEET OF PAVEMENT.
3. A MINIMUM VERTICAL CLEARANCE OF 18 INCHES IS REQUIRED AT UTILITY CROSSINGS (MEASURED FROM THE OUTSIDE OF PIPE TO THE OUTSIDE OF PIPE). POSITIVE PROVISIONS SHALL BE MADE TO ENSURE THAT ALL UTILITY TRENCHES ARE FREE DRAINING DURING ALL PHASES OF CONSTRUCTION.
4. THE MINIMUM SLOPE FOR A BUILDING LEAD IS 1%. LEADS SHALL ONLY BE CONNECTED TO THE MAIN LINE WITH WYES.
5. ALL STORM SEWER PIPE SHALL BE CONSTRUCTED WITH RUBBER GASKET (PREMIUM) JOINTS, UNLESS ALTERNATE APPROVED BY CITY ENGINEER.
6. THE CONTRACTOR SHALL COORDINATE THE REMOVAL OF ALL UTILITY LINES AND STRUCTURES, AS OUTLINED ON THE DEMOLITION PLAN, WITH THE INSTALLATION OF UTILITY IMPROVEMENTS.
7. CONTRACTOR SHALL BE REQUIRED TO COORDINATE THE INSTALLATION OF GAS, ELECTRIC, PHONE, CABLE, SPRINKLERS ETC., IN SUCH A MANNER THAT WILL FACILITATE THEIR PROPER INSTALLATION PRIOR TO PLACING THE PAVEMENT MATERIALS. ENSURE THAT ALL REQUIRED PIPES, CONDUITS, CABLES AND SLEEVES ARE PROPERLY PLACED AND THAT THE TRENCHES ARE PROPERLY BACKFILLED AND COMPACTED.
8. THE CONTRACTOR SHALL REMOVE UTILITIES, WHICH HAVE BEEN ABANDONED IN PLACE, AS REQUIRED TO COMPLETE INSTALLATION OF NEW UTILITIES. WHENEVER ABANDONED UTILITIES ARE CUT, CONTRACTOR SHALL COMPLETELY CAP BOTH ENDS TO PREVENT THE INFILTRATION OF SOILS.
9. NO CONNECTION MAY BE MADE TO ANY EXISTING WATER MAIN UNTIL THE NEW MAIN HAS PASSED ALL PRESSURE AND BACTERIOLOGICAL TESTING.
10. ROADWAY, DRIVEWAY AND PARKING AREA CROSSINGS SHALL BE TEMPORARILY CONDITIONED IMMEDIATELY AFTER CROSSING BY PLACING 8" OF MDOT 22A GRAVEL OR SLAG AGGREGATE, AND SHALL BE MAINTAINED IN GOOD, DUST FREE CONDITION UNTIL PAVEMENT RESTORATION IS MADE.
11. WATERMAIN SHALL HAVE A MINIMUM OF 5.5 FEET OF COVER.

LEGEND



SESC LEGEND



BENCH MARK DATA

NAVD88 DATUM

BENCH MARK NO. 1
ARROW ON HYDRANT LOCATED EAST NORTHEAST ± 120
FEET FROM THE NORTHEAST CORNER OF BUILDING
ADDRESS 440 S BROADWAY
ELEVATION = 990.95'
(OUT OF DRAWING SCOPE)

BENCH MARK NO. 2
SET MAG NAIL IN SOUTH FACE OF A UTILITY POLE
LOCATED EAST ± 60 FEET FROM THE SOUTHEAST
BUILDING CORNER OF ADDRESS 458 S BROADWAY AND
NORTHWEST ± 20 FROM THE NORTHWEST BUILDING
CORNER OF 468 S BROADWAY.
ELEVATION = 994.59'
(OUT OF DRAINAGE SCOPE)

BENCH MARK NO. 3
SET MAG NAIL IN NORTH FACE OF A UTILITY POLE
LOCATED ± 45 FEET FROM THE SOUTHWEST CORNER OF
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ELEVATION = 997.27'
(OUT OF DRAWING SCOPE)

BENCH MARK NO. 4
ARROW ON HYDRANT LOCATED ON THE SOUTH SIDE OF
HEIGHTS ROAD AT HOUSE NO. 69 HEIGHTS RD.
ELEVATION = 990.43'
(OUT OF DRAWING SCOPE)

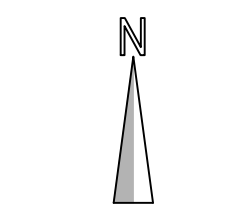
UTILITIES

CONNECT NOTE: CONNECT

CONTRACTOR SHALL EXPOSE EXISTING UTILITIES AT ALL PROPOSED CONNECTIONS AND CROSSINGS AND SUPPLY ELEVATIONS AND LOCATIONS TO THE DESIGN ENGINEER TO CONFIRM OR ADJUST DESIGN.

NOTES:

1. CGM - COMPACTED CL II GRANULAR MATERIAL



1. CONTRACTOR SHALL COMPLY WITH REQUIREMENTS OF THE SOIL EROSION AND SEDIMENTATION CONTROL ACT OF THE STATE OF MICHIGAN, PART 91 OR ACT 451, OF THE PUBLIC ACTS OF 1994 AND THE REQUIREMENTS OF OAKLAND TOWNSHIP AND THE OAKLAND COUNTY WATER RESOURCE COMMISSION.
2. A SOIL EROSION AND SEDIMENTATION CONTROL PERMIT WILL BE REQUIRED FROM THE OAKLAND COUNTY WATER RESOURCES COMMISSIONER'S OFFICE.
3. THE CONTRACTOR SHALL CONDUCT OPERATIONS IN A MANNER THAT WILL REDUCE ACCELERATED EROSION TO THE PRACTICAL MINIMUM AND PREVENT DAMAGING SILTATION TO EXISTING SEWERS AND WATER COURSES LEADING FROM THE WORK SITE.
4. THE CONTRACTOR SHALL CONDUCT WORK IN SUCH A MANNER AS TO PREVENT THE ENTRY OF FUELS, OILS, BITUMINOUS MATERIALS, CHEMICALS, SEWERAGE OR OTHER HARMFUL MATERIALS INTO NEARBY LAKES AND STREAMS.
5. WASTE DISPOSAL AREAS SHALL BE SELECTED BY THE CONTRACTOR WITH FULL CONSIDERATION OF EROSION AND SEDIMENT CONTROL, SELECTION OF DISPOSAL SITE, AND CONTROL OF OPERATIONS, AND THE RESTORATION OF SAID AREAS SHALL BE SUBJECT TO THE APPROVAL OF THE ENGINEER.
6. EXCAVATION FROM THE RIGHT-OF-WAY CHANNELS, OR OTHER MATERIAL SHALL NOT BE DEPOSITED IN OR NEAR RIVERS, STREAMS OR PONDS WHERE IT MAY ENTER THE WATERWAY.
7. AT THE COMPLETION OF EACH DAY'S CONSTRUCTION, CARE SHALL BE TAKEN TO ENSURE THAT MINIMAL EROSION WILL OCCUR IN TRENCHES AND TO STOCKPILED MATERIALS UNTIL RESUMPTION OF WORK.
8. CONTRACTOR SHALL CONFINE OPERATIONS TO THE MINIMUM AMOUNT OF WORKING SPACE PRACTICAL TO MINIMIZE SOIL EROSION.
9. THE PROJECT WILL BE CONTINUALLY INSPECTED BY THE ENGINEER FOR EROSION CONTROL COMPLIANCE. DEFICIENCIES WILL BE CORRECTED BY THE CONTRACTOR IMMEDIATELY UPON NOTICE OF SUCH DEFICIENCIES. FAILURE TO CORRECT THE DEFICIENCIES MAY RESULT IN THE ISSUANCE OF A STOP WORK ORDER AND THERE WILL BE NO CONTRACT TIME EXTENSION GRANTED FOR THIS TYPE OF STOPPAGE.
10. TEMPORARY SOIL EROSION CONTROL MEASURES CONSISTING OF SILT FENCE, INLET FILTERS, MULCHING, AND GEOTEXTILE AND STONE SHALL BE IMPLEMENTED THROUGHOUT THE ENTIRE CONSTRUCTION PHASE OF THE PROJECT, AND SHALL BE REMOVED BY THE CONTRACTOR AFTER THE PERMANENT SOIL EROSION MEASURES HAVE BEEN COMPLETED.
11. STRAW MULCH WITH NETTING TIE DOWN, HIGH VELOCITY MULCH BLANKET OR OTHER APPROVED MULCH SHALL BE PLACED ON DISTURBED SLOPES WHERE DIRECTED BY THE ENGINEER.
12. STREET SWEEPING OR MUD REMOVAL SHALL BE PERFORMED DAILY FOR MUD TRACKED ONTO PUBLIC STREETS.
13. SILT FENCE SHALL BE INSTALLED AND MAINTAINED ALONG THE DOWN-SLOPE SURFACE, PERPENDICULAR TO THE DIRECTION OF SHEET FLOW, FOR ALL OPEN-CUT SEWER INSTALLATION AREAS.
14. PERMANENT SOIL EROSION MEASURES CONSISTING OF STORM SEWER, BIOTREATMENT STRUCTURES, AND THE MIXTURE SEED AND MULCH BLANKET SHALL BE COMPLETED WITHIN 5 CALENDAR DAYS OF FINAL GRADING. IN THE EVENT IT IS NOT POSSIBLE TO PERMANENTLY STABILIZE THE AREA DUE TO SITE CONDITIONS AND/OR SEASONAL LIMITATIONS, THE TEMPORARY MEASURES SHALL REMAIN IN FORCE AND SHALL BE MAINTAINED BY THE CONTRACTOR UNTIL SUCH TIME AS IT IS PRACTICAL TO COMPLETE THE PERMANENT SOIL EROSION CONTROL MEASURES.
15. THE ENGINEER SHALL HAVE FULL AUTHORITY TO TEMPORARILY SUSPEND WORK IN THE EVENT THAT ANY OF THE ABOVE REQUIREMENTS ARE NOT BEING MET BY THE CONTRACTOR, OR IF CONDITIONS INDICATE THAT ADDITIONAL EROSION CONTROL MEASURES ARE WARRANTED. IN THE OPINION OF THE ENGINEER.
16. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE SOIL EROSION CONTROL MEASURES WITHIN THE CONSTRUCTION AREA UNTIL FULL COMPLETION OF THE PROJECT.
17. THE SOIL EROSION CONTROLS WILL BE MAINTAINED WEEKLY AND AFTER EVERY STORM EVENT BY THE CONTRACTOR.
18. ACTIVITIES WITHIN WETLAND LIMITS AND CONSERVATION EASEMENT WILL REQUIRE PERMIT FROM MDEQ.

1. NO EROSION CONTROL MATTING IS PERMITTED IN THE WETLAND AREAS PER EGLE PERMIT. EROSION CONTROL BLANKETS WITHOUT PLASTIC ARE ALLOWED IN THE UPLAND.

LEADS:
SL - SANITARY LEAD, 6" PVC SDR 23.5
WS - WATER LEAD, SDR9 POLY BLUE PVC 200 PSI PIPE
OR APPROVED EQUAL
FS - FIRE LEAD, COPPER TYPE 'K'

The diagram illustrates the construction of a concrete sidewalk. It shows a cross-section of the sidewalk structure and a plan view of the jointing details. The cross-section layers, from top to bottom, are: 4" 4000 psi CONCRETE, 6" MINIMUM MDOT CLASS II MATERIAL COMPACTED TO 95% MOD. PROCTOR, and COMPACTED SUBGRADE TO 95% MOD. PROCTOR. The plan view shows a concrete sidewalk with expansion joints (indicated by dashed lines) and a curb. The jointing details show the sidewalk joint, curb joint, and the expansion joint in the concrete sidewalk.

4" 4000 psi CONCRETE

6" MINIMUM MDOT CLASS II MATERIAL COMPACTED TO 95% MOD. PROCTOR

COMPACTED SUBGRADE TO 95% MOD. PROCTOR

4" CONCRETE SIDEWALK

NOTE:

1. IF ANY OF THE EXISTING BASE CANNOT BE UTILIZED, IT SHALL BE REMOVED AND REPLACED WITH MDOT CLASS II MATERIAL.
2. BROOM FINISH SURFACE.
3. IF NOT INDICATED ON THE PLANS THE CONTRACTOR SHALL SUBMIT A JOINTING PLAN PRIOR TO PLACEMENT OF CONCRETE PAVEMENT.
4. JOINTS SHALL BE SAWCUT AS SOON AS PAVEMENT CAN SUPPORT MACHINE.
5. AN EXPANSION JOINT SHALL BE PLACED BETWEEN NEW WALKS AND EXISTING PAVEMENT AND/OR BUILDINGS.
6. COORDINATE WITH OWNER FOR COLOR AND TYPE OF EXPOSED AGGREGATE CONCRETE.

CONCRETE SIDEWALK

N.T.S.

Watermain Basis of Design
Project Name Snug Harbor
Project Number 20107.40

Prepared By NMS
Working Date 02.26.2024

Multi-family 0.60 per unit x 4 = 2.4
Total = 2.4 REU

Population= 2.44 people per REU

= 2.4 REU x 2.44 people per REU

= 6 people

Average Flow= Population x Per Capita Capacity

= 6 people x 100 gpcpd

= 600.00 gpd = **0.0009** cfs


= 0.42 gpm

Peak Flow= Population x Per Capita Capacity x 2

= 6 people x 100 gpcpd x 2.00

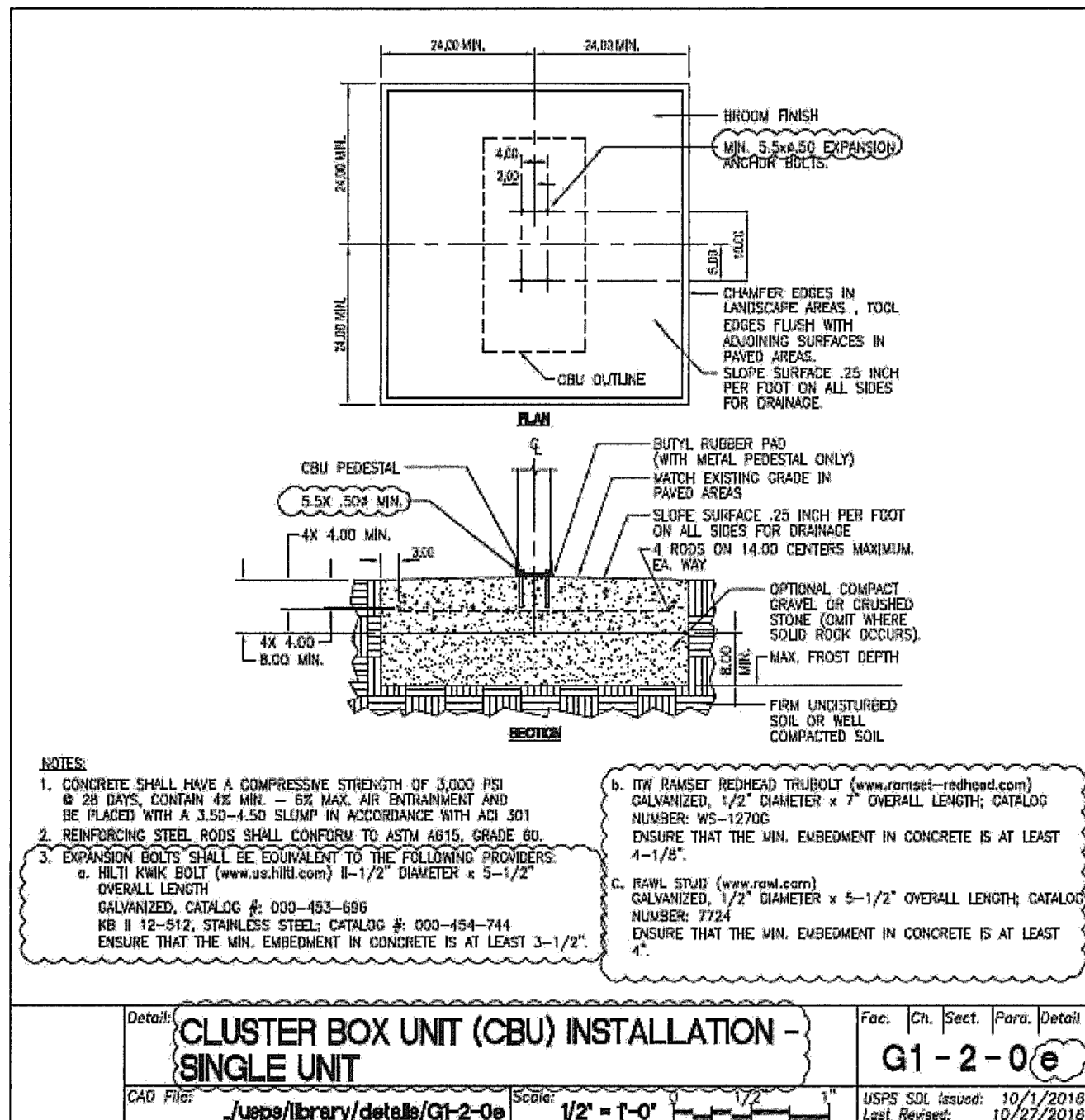
= 1,171.20 gpd = **0.0012** mgd

= 0.81 gpm


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Developers & Builders Guide

APPENDIX A – Cluster Box Unit Installation Single Unit



NOTES:

1. CONCRETE SHALL HAVE A COMPRESSIVE STRENGTH OF 3,000 PSI @ 28 DAYS, CONTAIN 4% MIN. - 6% MAX. AIR ENTRAINMENT AND BE PLACED WITH A 3.50"-4.50" SLOPE IN ACCORDANCE WITH ACI 301.
2. REINFORCING STEEL RODS SHALL CONFORM TO ASTM A615, GRADE 60.
3. EXPANSION BOLTS SHALL BE EQUIVALENT TO THE FOLLOWING PROVIDERS:
 - a. HILTI HING BOLT (www.hilti.com) 1-1/2" DIAMETER x 5-1/2"
 - b. TITV RAMSEY REDHEAD TRUBOLT (www.ramsey-redhead.com) GALVANIZED, 1/2" DIAMETER x 7" OVERALL LENGTH; CATALOG NUMBER: WS-12200. ENSURE THAT THE MIN. EMBEDMENT IN CONCRETE IS AT LEAST 4-1/8".
 - c. BULK TRUB (www.trub.com) GALVANIZED, 1/2" DIAMETER x 5-1/2" OVERALL LENGTH; CATALOG NUMBER: 7724. ENSURE THAT THE MIN. EMBEDMENT IN CONCRETE IS AT LEAST 4".

OVERALL LENGTH
 GALVANIZED, CATALOG #: 000-453-696
 NB 12-512, STAINLESS STEEL; CATALOG #: 000-454-744
 ENSURE THAT THE MIN. EMBEDMENT IN CONCRETE IS AT LEAST 3-1/2".

Detail:	Ch.	Sec.	Para.	Detail
CLUSTER BOX UNIT (CBU) INSTALLATION - SINGLE UNIT				G1-2-0
CAD File:	J:\psa\library\details\G1-2-0			USPS SDG Issued: 10/27/2018 Last Revised: 10/27/2018

Page 12 of 15

USPS National Delivery Planning Guide for Builders & Developers

Date published 12/21/2017

Project: 20107.40

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Suite 100
Birmingham, MI 48009
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f (313) 962-5068
www.giffelswebster.com

Professional SealDeveloped For:

LANDSCAPE PLAN

Date:	02.29.2024
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Sheet:	L1
Project:	20107.40

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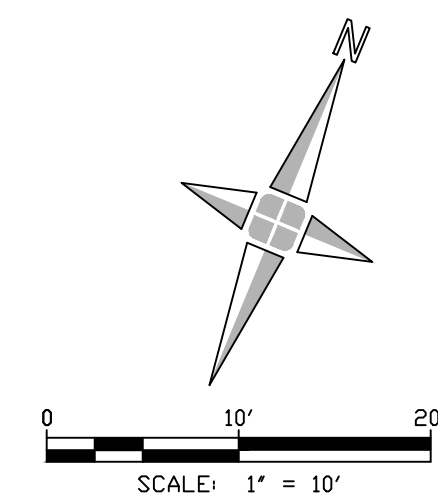


SHRUBS:				
NO.	COMMON NAME	BOTANICAL NAME	SIZE	SYMBOL
9	FINE LINE	RHAMNUS FRANGULA	5-6" HT. B&B	FLN
7	SPRINTER BOXWOOD	BUXUS MICROPHYLLA 'BULTHOUSE' PP25896	30" DIA. B&B	BOX
8	SKYROCKET JUNIPERS	JUNIPERUS SCOPULORUM 'SKYROCKET'	1-4' HT. B&B	SKY
8	BUTTONBUSH	CEPHALANTHUS OCCIDENTALIS	4-5 GAL. POT	BUT
8	RED-OSIER DOGWOOD	CORNUS STOLONIFERA	1 GAL. POT	RED
9	NINEBARK	PHYSOCARPUS OULIFOLIUS	1 GAL. POT	WIN
8	WINTERBERRY	ILEX VERTICILLATA	1 GAL. POT	WIN

TREES:			SIZE	SYMBOL
NO.	COMMON NAME			
4	ARNOLD TULIP TREE	LIRIODENDRON TULIPIFERA 'ARNOLD'	3" CAL. B&B	TU
11	RIVER BIRCH	BETULA NIGRA	3" CAL. B&B	RB

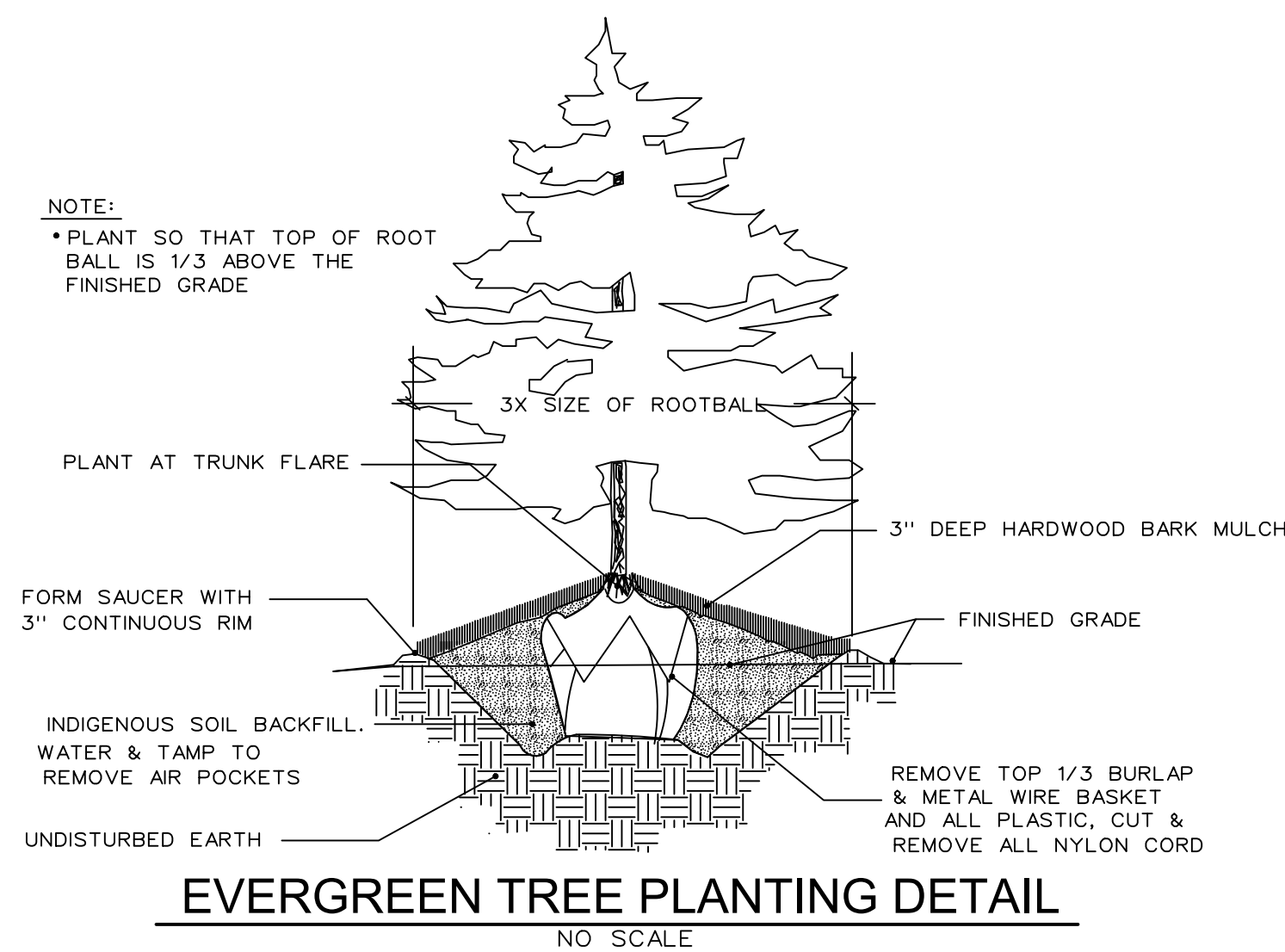
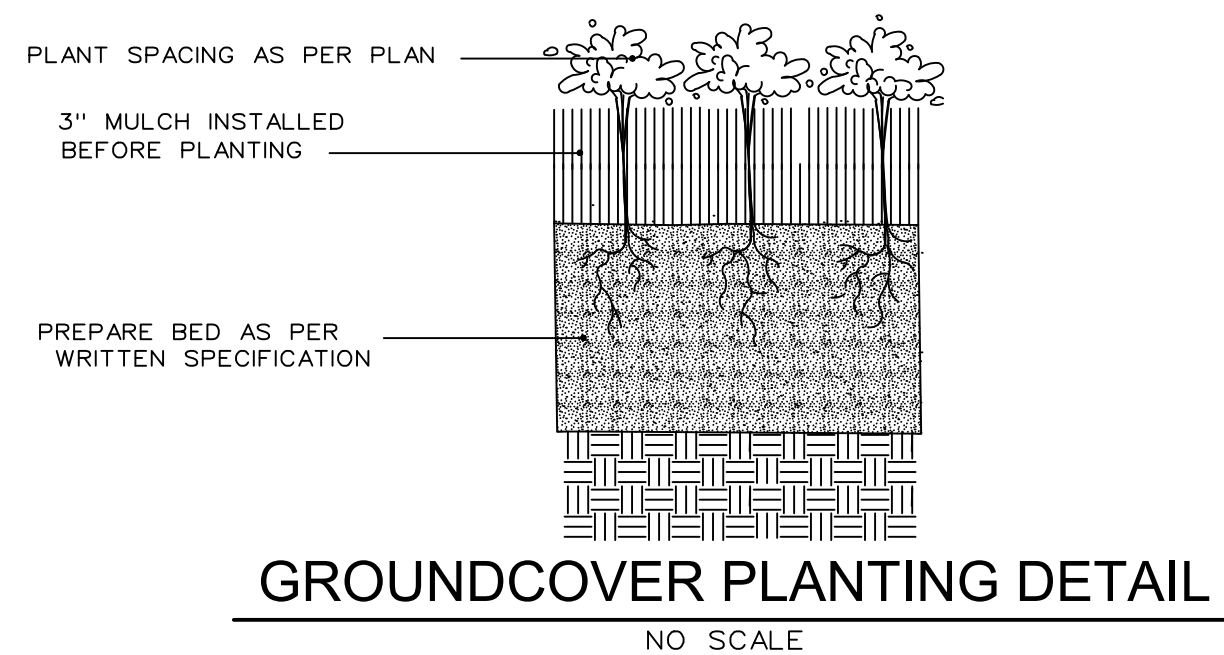
WETLAND EDGE SEED MIX:		UPLAND SEED MIX:	
SEDGES AND GRASSES:		BOTANICAL NAME:	COMMON NAME:
CAREX CRISTATELLA	CRESTED OVAL SEGE	PERMANENT GRASSES/SEDGES	BLUEJOINT GRASS
CAREX LURIDA	BOTTLEBRUSH SEGE	CALAMAGROSTIS CANADENSIS	CRISTATED OVAL SEGE
CAREX VULPINOIDEA	FOX SEGE	CAREX CRISTATELLA	BOTTLEBRUSH SEGE
ELEOCHARIS PALUSTRIS	SPIKERUSH	CAREX LURIDA	PRARIE SEGE SEDGES
VIOLIS VIRGINICA	VIRGINIA WLD RYE	CAREX SPP.	COMMON FOX SEGE
GLYCERIA STRIATA	POW. MANNA GRASS	CAREX STIPATA	BROWN FOX SEGE
LEERSIA ORYZOIDES	RICE CUTGRASS	CAREX VULPINOIDEA	CANADA WLD SEGE
SPARGANIUM ANGUSTIFOLIUM	GREEN BULLRUSH	ELYMUS CANADENSIS	VIRGINIA WLD RYE
SORPUS CYPERNUS	WOOLGRASS	ELMUS VIRGINICUS	COMMON GRASS
SPARGANIUM EURYCARPUM	BURREED	GLYCERIA STRIATA	COMMON RUSH
JUNCUS TENUIS		JUNCUS EFFUSUS	PATH RUSH
TEMPORARY GRASSES:		JUNCUS TENUIS	
AVENA SATIVA	COMMON OATS	TEMPORARY COVER	COMMON OAT
LOLIUM MULTIFLORUM	ANNUAL RYE	AVENA SATIVA	
FORBS :		FORBS :	
ACCORUS CALAMUS	SWEET FLAG	ALISMA SUBCORDATA	COMMON WATER PLANTAIN
VERBESINA ALTERNIFOLIA	WINEGUM	EUTHAMIA GRAMINIFOLIA	COMMON GRASS-LEAVED
ALISMA SPP.	WATER PLANTAIN	SWAMP MILKWEED	
ASCLEPIAS INCARNATA	SWAMP MILKWEED	BRISTLY ASTER	
ASTER PUNICEUS	BRISTLY ASTER	BEGONIA S. TIOK	
BIDENS SPP.	BEGONIA S. TIOK	LOBELIA SP. LUTICOLA	BLUE FLAG SPECIES
HELIOPSIS AUTUMNALE	SNEEZEWEED	LYCOPHUS AMERICANUS	MARSH BLAZING STAR
IRIS VIRGINICA	BLUE FLAG IRIS	LYCOPHUS RINGENS	GREAT BLUE LIZARD
PERILLA FRUTICOSA	BLUE FLAG LOBELIA	LYCOPHUS RINGENS	COMMON WATER HOREHOUND
PELTANDRA VIRGINICA	ARROW ARUM	LYCOPHUS VIRGINIANUM	COMMON MOUNTAIN MINT
RUBRICKA LACINATA	WLD GOLDEN GLOW	RUBRICKA HIRTA	BLACK-EYED SUSAN
SACILLIARIA LATIFOLIA	ARROWWEED	RUBRICKA THIRTA	BROWN-EYED SUSAN
CASSIA HEBECARRA	WLD SENNA	ZIZIA AUREA	GOLDEN LIZARD
THALICTRUM DASYCARPUM	ATT. MEADOW RUFF		

1. NO EROSION CONTROL MATTING IS PERMITTED IN THE WETLAND AREAS PER EGLE PERMIT. EROSION CONTROL BLANKETS WITHOUT PLASTIC ARE ALLOWED IN THE UPLAND.
2. WATER'S EDGE SHRUBS PER EGLE PERMIT. ALTERNATE VARIETIES LISTED BELOW ARE ALLOWED IF NECESSARY DUE TO AVAILABILITY. QUANTITY OF SPECIMENS SHOULD BE THE SAME AND THERE SHOULD BE A MINIMUM OF THREE NATIVE SPECIES INSTALLED.



PLANT NOTES:

1. Plant materials shall be sound, healthy vigorous, free from plant diseases and insects or their eggs, and shall have normal, healthy root systems. Caliper measurements shall be taken 6" above the ground level. All other measurements shall be in accordance with the latest edition of "American Standard for Nursery Stock" (ANSI Z-60.1 + A3002004.)
2. Planting bed soil for annuals shall be screened topsoil. To deter weed growth during the establishment of annual, & perennial bed, apply a pre-emergent ('Preen' or equal) after planting 2-3 times per growing season, at a rate per recommendation of product manufacturer.
3. Planting pockets shall be no deeper than the height of the root ball, saucer shall be made on the edges of the plant pocket.
4. All tree wrap shall be removed upon planting.
5. Mulch shall be shredded hardwood bark, free from deleterious materials and suitable as a top dressing of planting beds and individual tree plantings.
6. Trees shall be mulched with minimum of 3" deep hardwood bark mulch.
7. Grass seed shall be certified turf grass seed complying with A.S.P.A. specifications, and free of weed seeds and undesirable native grasses. Seeded areas shall not be permitted to dry out. All lawn areas shall be fertilized and watered as required during the first growing season to maintain a dense and vigorous growing lawn.
8. Plants shall be guaranteed for two complete growing seasons (24 months). Dead material shall be replaced as needed prior to the expiration of the guarantee period, in accordance with the local ordinance requirements.
9. Contractor shall provide in writing a list of recommended maintenance procedures for the first two (2) growing seasons.
10. Remove top 1/3 of burlap on root ball or all if wrapped in plastic covering and/or nylon cord.
11. Plants placed in compliance with the provisions of the local ordinance and shall be nursery grown, free of pests and diseases, hardy in this county, in conformance with the standards of the American Association of Nurserymen, and shall have passed inspections required under state regulations. In addition, plant materials shall conform to the standard of the county cooperative extension service.

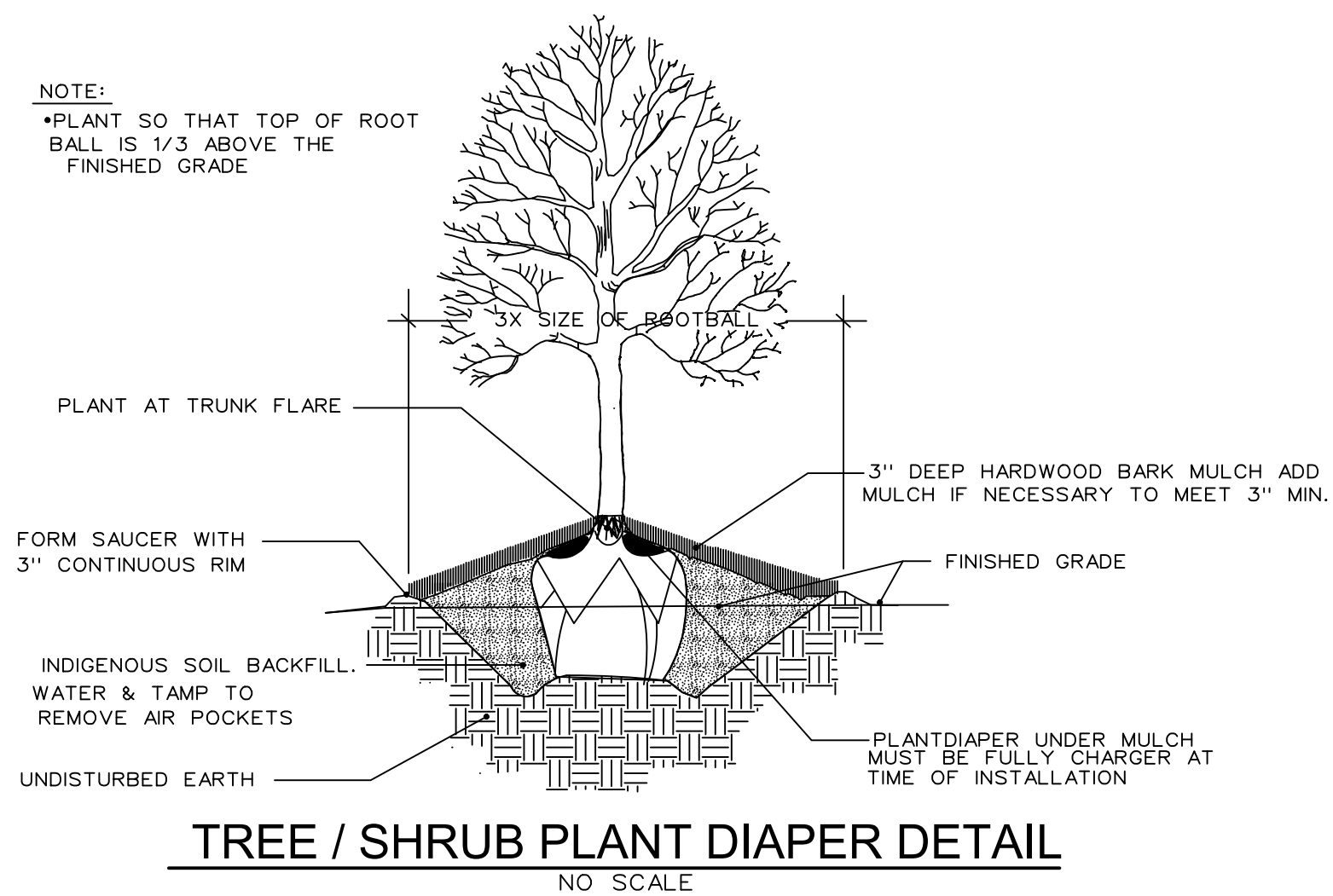
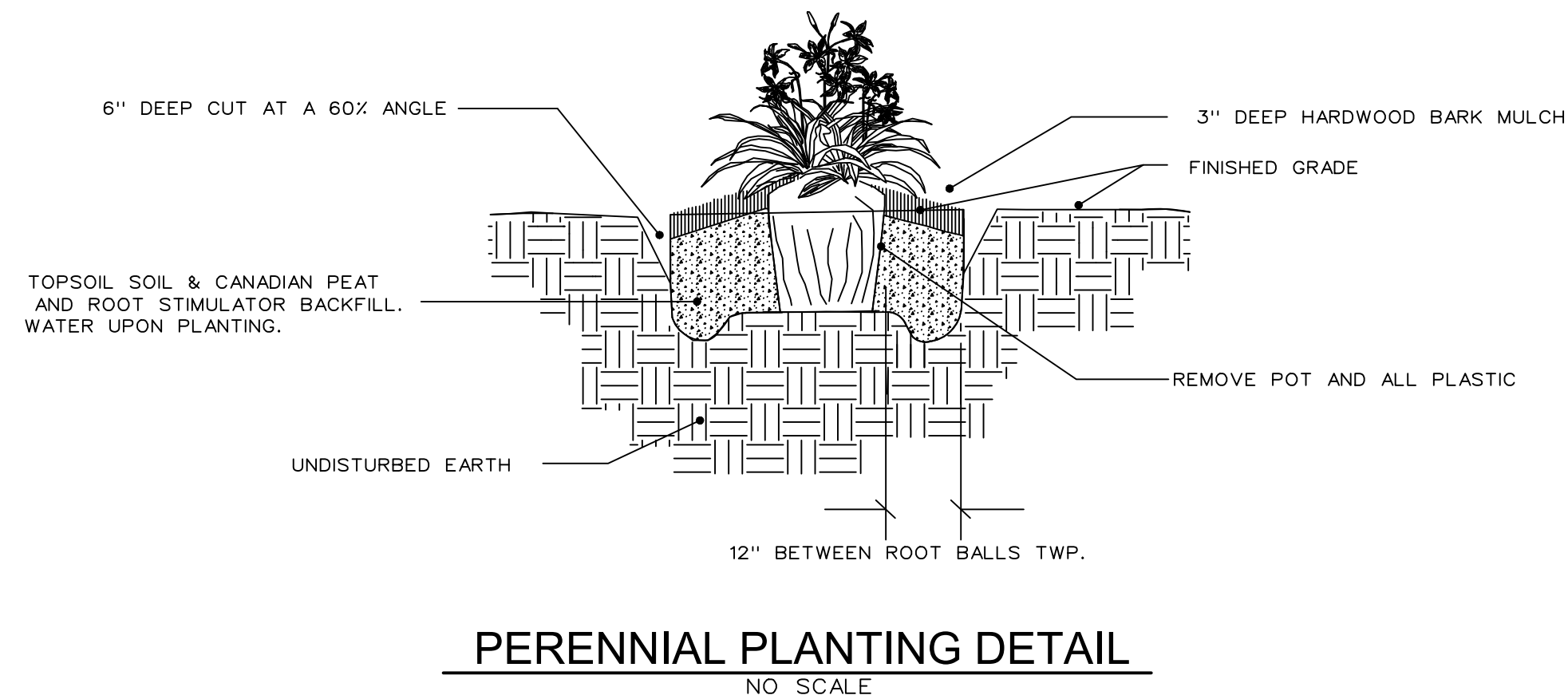
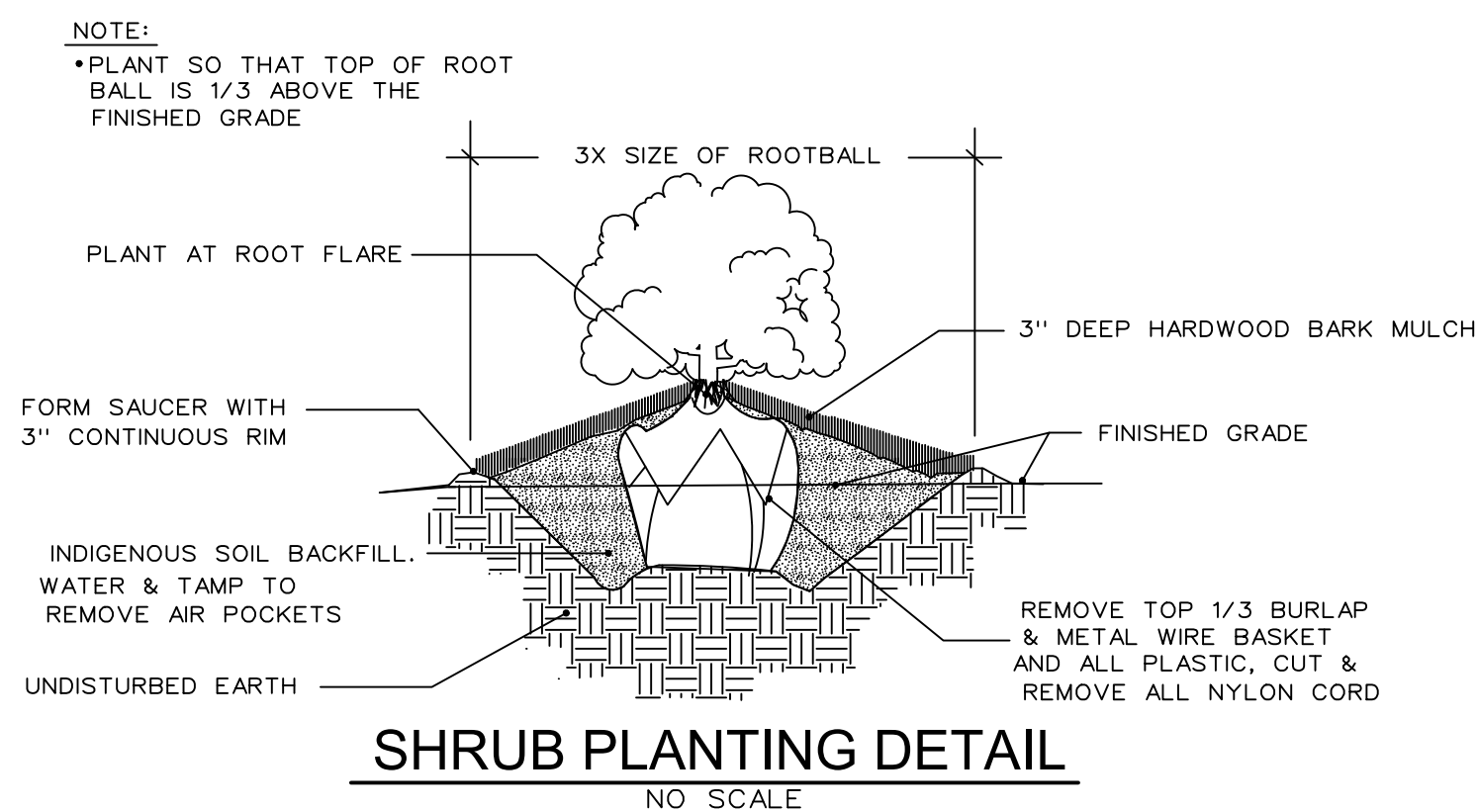
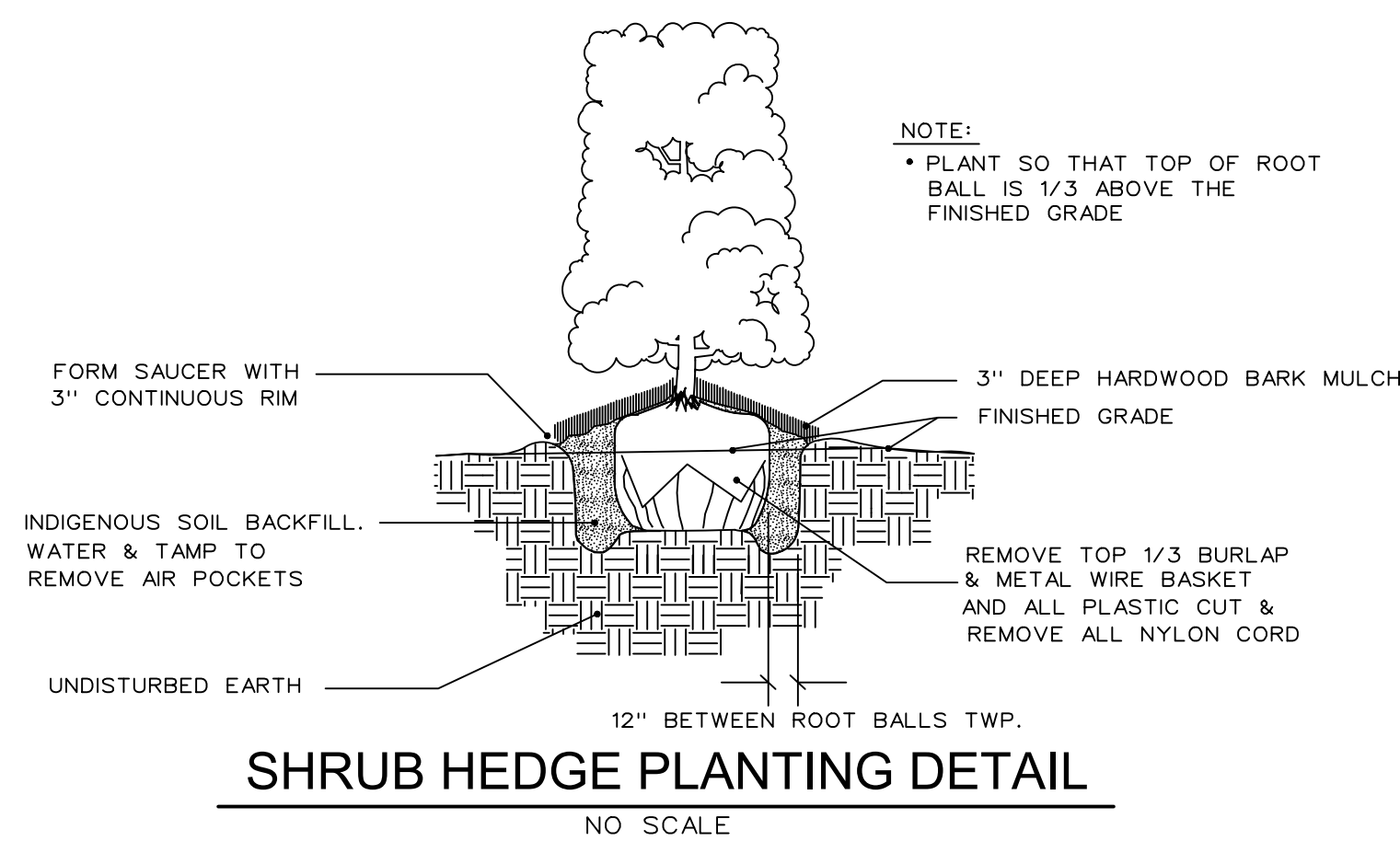


GENERAL NOTES:

1. All Construction shall conform to the current standards and specifications of local ordinances.
2. All areas not built, landscaped, or paved upon shall be seeded or sodded. Terra seed system or approved equal is encouraged.
3. Contractor to provide tree gaters, one per tree as shown on plan, to convey water for the first two years.
4. Two (2) year guarantee period begins at Final Inspection of landscape material by the City's representative, a landscape architect or nurseryman, and prior to the authorization of the occupancy permit. This is the first of two (1 of 2) required City inspections of the Landscape Plan installation.
5. Building Department will not release construction bonds until City approved landscape architect or nurseryman has inspected the site and approved the installation of landscape plants. Final bond will not be released until the two (2) year guarantee expires and final inspection is made.
6. Owner is then responsible for care and maintenance of all plants upon return of bonds. All plant material is to be maintained for the natural life of the plant. No removal of any plants material is permitted without replacement.

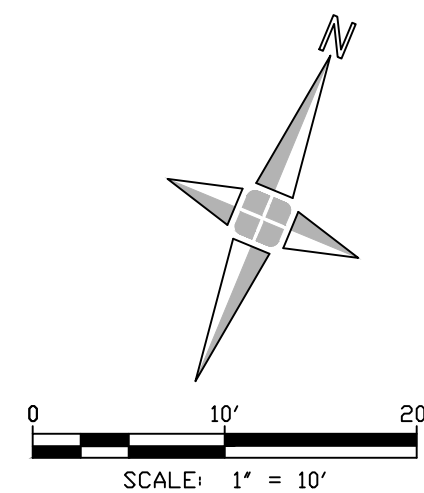
LANDSCAPE CONTRACTOR'S
"TWO-YEAR IRRIGATION REQUIREMENT PERIOD"

It shall be the responsibility of the landscape contractor to program and periodically adjust the irrigation system (provided by others) as required to ensure delivery of proper and adequate water supply to all plant material, and seeded lawn areas serviced by the same irrigation system, to ensure the establishment of healthy plant material and lawn for their first year of growth. Following the landscape contractor's two-year irrigation requirement period, the contractor shall provide the owner with suggested irrigation maintenance schedule for their use.



LAWN SEED MIX:

30% PERENNIAL RYGRASS
20% PARK KENTUCKY BLUEGRASS
45% CREEPING RED FESCUE
5% ANNUAL RYGRASS
4*/1000 S.F. SEEDING RATE



Engineers
Surveyors
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Section:	11

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LANDSCAPE
DETAILS

SNUG HARBOR

VILLAGE OF LAKE ORION
OAKLAND COUNTY
MICHIGAN

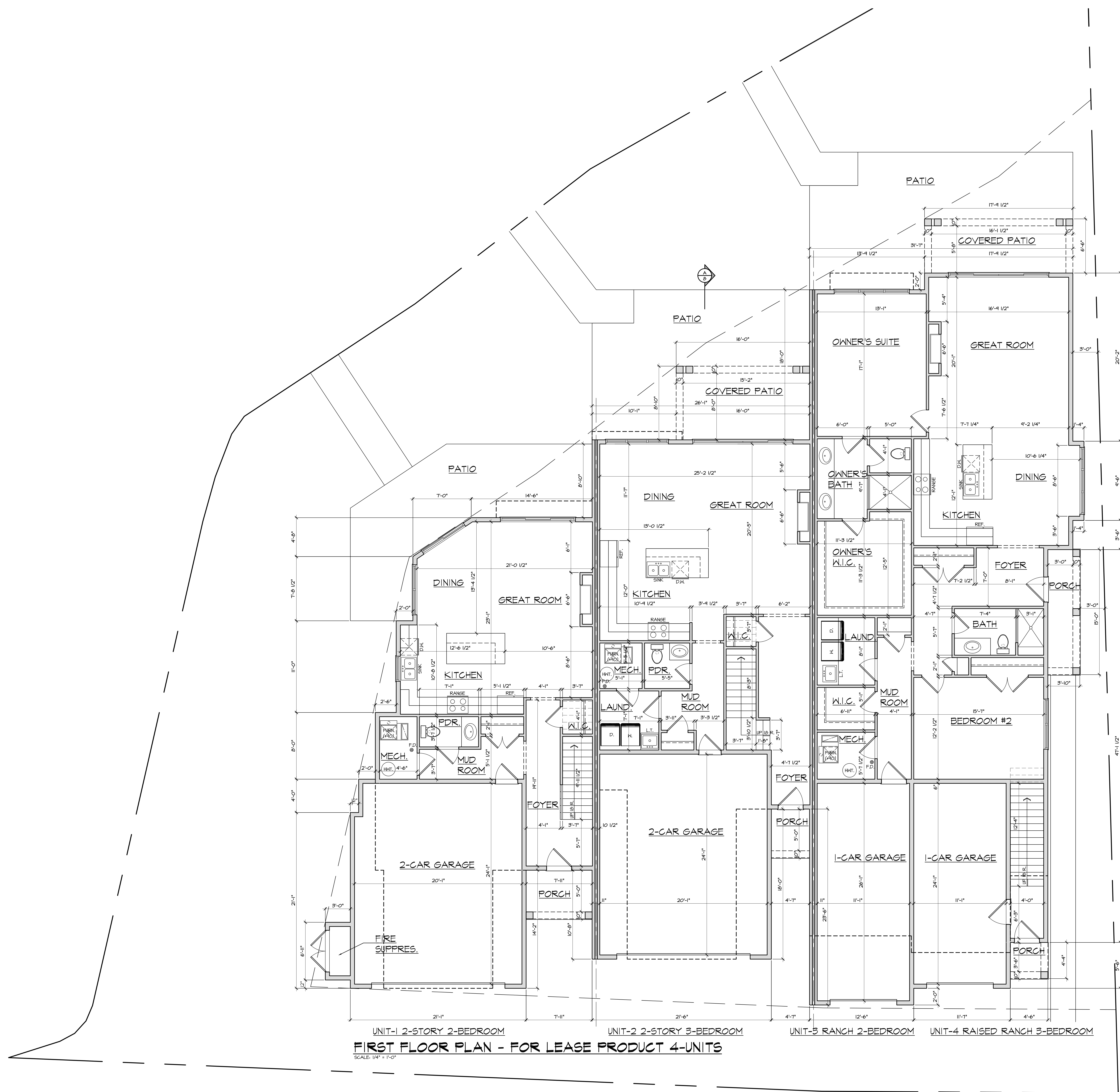
Date:	02.29.2024
Scale:	NA
Sheet:	L2
Project:	20107.40



Statistics			
Description	Symbol	Avg	Max
Property Line	+	0.1 fc	0.5 fc
Within Property Boundary	+	0.1 fc	0.9 fc

Drawing Note
This drawing was generated from an electroinc image for estimation purpose only. Layout to be verified in field by others. Site to comply with all lighting requirements.

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UNIT-1 2-STORY 2-BEDROOM
UNIT-2 2-STORY 3-BEDROOM
UNIT-3 RANCH 2-BEDROOM
UNIT-4 RAISED RANCH 3-BEDROOM
FIRST FLOOR PLAN - FOR LEASE PRODUCT 4-UNITS
SCALE: 1/4" = 1'-0"

**UNIT #1 2-STORY
2 BEDROOM
SQUARE FOOTAGE**
1ST FLOOR = 897 SQUARE FEET
2ND FLOOR = 1026 SQUARE FEET
TOTAL = 1923 SQUARE FEET

**UNIT #2 2-STORY
3 BEDROOM
SQUARE FOOTAGE**
1ST FLOOR = 1020 SQUARE FEET
2ND FLOOR = 1191 SQUARE FEET
TOTAL = 2211 SQUARE FEET

**UNIT #3 1-STORY
2 BEDROOM
SQUARE FOOTAGE**
1ST FLOOR = 1806 SQUARE FEET

**UNIT #4 2ND STORY
3 BEDROOM
SQUARE FOOTAGE**
1ST FLOOR = 195 SQUARE FEET
2ND FLOOR = 2068 SQUARE FEET
TOTAL = 2263 SQUARE FEET

ALL WINDOW NUMBERS REFER TO GENERIC
SIZES (NO SPECIFIC MANUFACTURER)
EXAMPLE:
20'-0" X 2'-0" X 4'-0", 2-WIDE WINDOW UNIT

ALL DOOR NUMBERS REFER TO GENERIC
SIZES (NO SPECIFIC MANUFACTURER)
EXAMPLE:
3'-0" X 5'-0" X 8'-0"

NOTE:
ALL FIRST FLOOR CEILING
HEIGHTS TO BE 10'-1 1/8" HIGH
UNLESS NOTED OTHERWISE.

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STRUCTURE-INTEGRITY-TRADITION

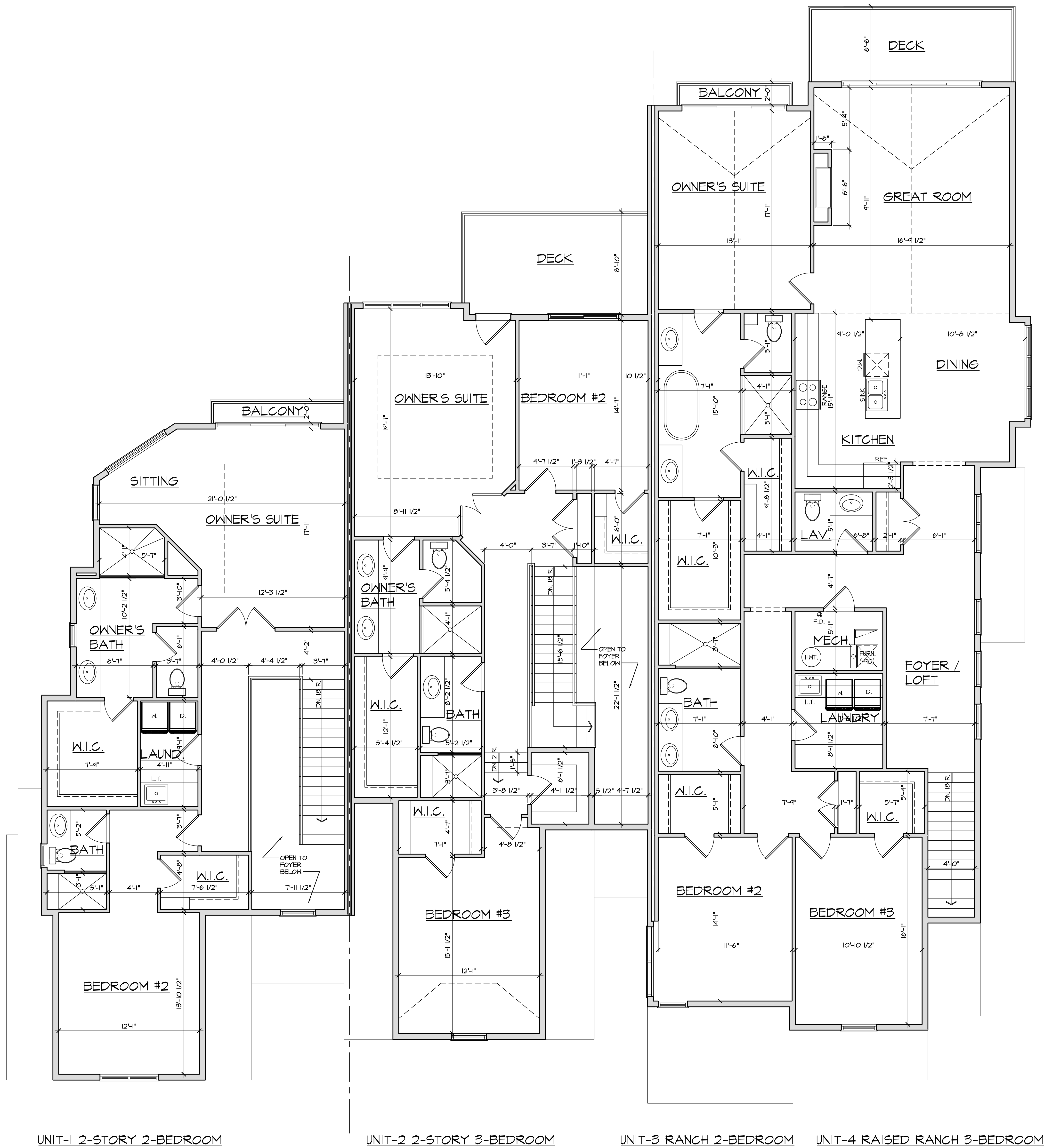
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MOCERI CUSTOM HOMES
SNUG HARBOR
4-UNIT BUILDING

Review Set: 02/21/24
Permit:
Final Set:
Revisions:

Drawn: B.H.
Check: X.X.
Job No.:
Sheet No.: **24010**
1 OF 5

LIFESTYLE BY DESIGN



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Sheet No.:	2 OF 5

NOTE:
ALL SECOND FLOOR CEILING
HEIGHTS TO BE 11'-0" HIGH
UNLESS NOTED OTHERWISE.



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4-UNIT BUILDING

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Job No.

24010

Sheet No.

3 OF 5

LIFESTYLE BY DESIGN





MCKENNA

March 26, 2024

Planning Commission
Village of Lake Orion
21 E. Church St.
Lake Orion, MI 48362

Subject: VLO-24-01 Snug Harbor (160 Heights Road), Site Plan Review #1

Dear Commissioners:

Snug Harbor (the "Project") is a site plan request for a four-unit multiple-family development at 160 Heights Road. The Project is located on one parcel (09-11-403-006) north of Heights Road and west of Broadway (M-24). The approximate parcel location is shown below in the yellow outline. The Project scope includes the following:

- Demolition of primary commercial structure and two accessory buildings;
- Construction of two (2) townhomes and two (2) stacked flats for a total of four (4) dwelling units;
- General site improvements such as landscaping, lighting, interior sidewalk, utilities, etc.



HEADQUARTERS
235 East Main Street
Suite 105
Northville, Michigan 48167

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F 248.596.0930
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SUMMARY OF COMPLIANCE

A summary of the site plan findings are noted in the table below. Further specifications, review, and recommendations regarding the site plan are detailed on the following pages.

Ordinance Standards	Compliance	Comments
1. Required Information	<u>Does not comply</u>	Required: sealed drawings; nearby zoning, building, and lot information; site information; additional dimensions. See Item #1
2. Use & Harmonious Design	<u>May comply</u>	MU zoning and use clarification; see Item #2.
3. Dimensional Standards	Complies	Refer to Item #3.
4. Natural Features / Landscaping	<u>May comply</u>	Corrections, additional information, and waiver required. See item #3.
5. Access & Circulation	<u>Does not comply</u>	Pedestrian cross access (sidewalks) required. See Item #4.
6. Parking & Loading	<u>Does not comply</u>	Additional off-street parking required for flats. See Item #5.
7. Building Design & Architecture	<u>May comply</u>	Missing information, refer to Item #6.
8. Engineering / SWM	<u>May comply</u>	Engineer's report. EGLE clearance re: "common development plan" for contiguous sites under single development control.
9. Lighting	Complies	Refer to item #9.

Recommendation

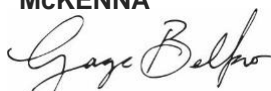
We recommend the applicant revise the site plan addressing the outstanding items in this report (along with any outstanding items from the Village Engineer and Fire Marshal) and re-submit to the Village for additional review.

Concurrently, the Village will explore text amendments to Article 9: the MU Mixed Use District to clarify the use of multiple-family dwellings (without a retail component on the ground floor) as a permitted use by-right.

If you have any questions, please do not hesitate to contact us. Thank you.

Respectfully submitted,

McKENNA


Gage Belko, AICP
Associate Planner


Ashley E. Amey
Assistant Planner

CC: Village Manager, Mr. Darwin McClary (mcclaryd@lakeorion.org)
Village Clerk, Ms. Sonja Stout (stouts@lakeorion.org)
21 E. Church Street, Lake Orion, MI 48362

Site Plan Review

Standards for Site Plan Approval are set forth by [Article 19: Administrative Procedures and Standards](#). This project is reviewed against the Village's [Zoning Ordinance](#), Master Plan, existing site conditions, and sound planning and design principles.

Underlined text denotes items that require additional information, consideration, or a waiver from the Code.

We offer the following comments for your consideration:

1. REQUIRED INFORMATION

Section 19.02(D) lists the information required of all site plans undergoing Planning Commission review. The following items must be included on a revised plan:

- Seal/signature of a registered design professional.
- Zoning, building, and lot information for adjacent properties.
- Clear and consistent property lines and legal descriptions.

2. USE & HARMONIOUS DESIGN

Zoning Ordinance Standards: *All elements of the site must be harmoniously and efficiently designed in relation to the topography, size, and type of land, and the character of the adjacent properties and the proposed use. The site will be developed so as not to impede the normal and orderly development or improvement of surrounding properties for uses permitted on such property.*

Findings: The site is zoned the MU, Mixed Use District where, per section 9.02(A.10), single-family and multiple-family dwelling units are permitted when located above the ground story and subject to the ground story being only a non-residential use. However, the Intent of Article 9: MU – Mixed Use District reads:

“...to promote compatible combinations of commercial, office, service, and residential development along M-24 south of Paint Creek to serve as a gateway into the DC, Downtown Center District. Office, commercial, and retail development should be located along M-24, with residential land uses located along the Lake to buffer existing single-family neighborhoods from the impacts of non-residential uses and M-24. Development in this district is intended to serve the nearby neighborhoods and is not intended to be highway-oriented in scale. Parking lots should not be exposed to view from M-24 or the Lake but, should be screened from these important frontages by buildings. Site design should maintain and enhance pedestrian and/or image connectivity to the Downtown area.”

We find the proposed multi-family use meets the intent and purpose of the Zoning Ordinance in buffering nearby single-family uses from extensive development along M-24; however, as written, multiple-family uses are not a permitted use within the MU, Mixed Use District *unless* located above the ground floor (ex: a mixed-use building with retail on the first floor or a live/work unit). We recommend that before (or while) approving the proposed site plan and associated use for Snug Harbor, the Planning Commission also advance an ordinance amendment to permit multi-family uses – without a commercial component – by-right in the MU District and clarify corresponding density requirements.

3. DIMENSIONAL STANDARDS

Zoning Ordinance Standards: *The site plan must comply with the district requirements for minimum floor area, height of building, lot size, yard space, density and all other requirements as set forth in the Schedule of Regulations.*

Findings: The Project complies with the dimensional standards of the MU, Mixed Use District. The table below outlines the dimensional standards required and whether compliance has been met:

Dimensional Measurement	Required	Proposed	Comments
Max. Density	15 DU / acre 4.4 DU on-site	4 DU / 0.296 acres	Complies.
Front Yard Setback (Build-To Line)	10' (min) 25' (max)	10' (min)	Complies.
Min. Side Yard Setback (both)	0'	2' (east) 25' (west)	Complies.
Min. Rear Yard Setback	25'	25'	Complies.
Min. Water Setback	25'	25'	Complies.
Min. Floor Area: 2-Bedroom Unit	800 sq. ft.	>800 sq. ft.	Complies.
Max. Building Height**	36'	28' 7 9/64*	Complies.
Max. Lot Coverage (by structures)	50%	42%	Complies.

*Increases to 20' if abutting a residential district, does not apply in this instance.

**The site is located in the Height Overlay District, where a taller height would be considered a Special Land Use.

4. NATURAL FEATURES, SCREENING & LANDSCAPING

Zoning Ordinance Standards: *The existing natural landscape shall be preserved in its natural state as much as possible, by minimizing tree and soil removal and by topographic modifications that result in maximum harmony with adjacent properties.*

There must be reasonable visual and sound privacy. Fences, walks, barriers, and landscaping must be used, as appropriate, for the protection and enhancement of property and the safety and privacy of occupants and users.

Findings:

Landscaping and Plant Material. The applicant has provided a landscaping plan on sheets L1 and L2. The following landscaping and screening standards are relevant to this Project:

Plant Materials and Landscape Elements. The proposed plant materials and landscape elements must be of high quality, be of diverse species types, and follow the required plant material specifications. While the proposed plant material is of high quality, they do not fulfill diversity requirements. There are also

minor discrepancies in plant material specifications (11 river birch are noted, but only 6 are shown on plan; 9 fine line shrubs are noted, but 30+ are shown).

The Ordinance requires that no single plant species comprise more than 20% of any category of plant material. The landscaping plan does not comply with this diversity requirement; however, we recommend that the Planning Commission waive this requirement, consistent with other multifamily developments in the MU district, to promote a cohesive design within a smaller site.

Existing Plant Materials. The applicant indicates which plant materials are to be kept on Sheet L2, and which ones are to be removed on Sheet C2. The Applicant has made a sufficient attempt to preserve and incorporate existing plant materials into the new landscaping plan.

Common Open Space Area. Per section 9.03(C.6), a minimum area of 10% of the lot area must include site amenities (pocket parks, plazas, pedestrian areas) over and above the minimum landscape and open space Ordinance requirements. The applicant shows over 31% open space reserved.

Environmentally Sensitive Design. Per section 9.03(D) MU sites must incorporate environmentally sensitive design. We recommend the Planning Commission require, as practicable, reduction in impervious surface area (incl. reduction in building footprint size), permeable paving, water recharge areas within landscaping, and/or other identifiable measures in order to protect and enhance water quality, the environment, community health and the general public welfare.

5. ACCESS & CIRCULATION

Zoning Ordinance Standards: *All buildings or groups of buildings shall be so arranged as to permit convenient and direct emergency vehicle access.*

The arrangement of public or common ways for vehicular and pedestrian circulation shall respect the pattern of existing or planned streets or pedestrian or bicycle pathways in the vicinity of the site. Streets and drives that are a part of an existing or planned street system serving adjacent developments shall be of an appropriate width to the volume of traffic they are planned to carry and shall have a dedicated right-of-way equal to that specified in a recognized source of reference.

Where the Planning Commission determines, after expert consultation, that public safety would be substantially promoted in a particular location by reducing the number of points of ingress and egress between private property and an adjoining highway, cross-access may be required. Shared drive approaches between adjoining parcels may also be permitted under this Section.

Findings:

Vehicular Access. Vehicular access to the site is provided from three driveways which extend from Heights Road to the garages, which face Heights Road. The existing curb cut on Heights Road will be eliminated as part of this project. Development standards in the MU District encourage cross access between sites; given the size and characteristics of the site and surrounding neighborhood, we do not find this would serve public health, safety, or access. The site plan is subject to the standards of the Township Fire Marshal regarding emergency access and fire suppression.

Boat Docks. For aquatic vehicles, the three docks currently on site will remain. The applicant must detail the number of boat slips and if any expansion or improvements to the docks are proposed. Per Section 9.02(B)(9), one (1) boat slip is allowed per 15 feet of lake frontage. Any expansion of existing boat docks/slips would require special land use review and approval.

Pedestrian Connectivity. Walkways are proposed from the driveways to the front doors and from the rear patios to the lakeside docks. Section 9.03(C.1) states that new development should be walkable and include pedestrian connections to the downtown center district and nearby neighborhoods. Frontage sidewalks are required to connect with the adjacent Mystic Cove development and to be stubbed to the southwest along Heights Road for future connections. There is an opportunity to locate a sidewalk within the right of way that crosses the driveways for Snug Harbor and extends across the service drive median for Mystic Cove. A license agreement should be explored with the Village to enhance pedestrian connectivity in this area.

6. PARKING & LOADING

Zoning Ordinance Standards: *Off-street parking, loading, and unloading areas and outside refuse storage areas, or other storage areas that face or are visible from adjacent homes, or from public thoroughfares, shall be screened by walls, fencing or landscaping of effective height.*

Findings: Per Section 14.02, two parking spaces are required per dwelling unit. Both townhomes include a 2-car garage and both stacked flats include a 1-car garage. While there is driveway space extending from the garages to the road, these are majorly within the right of way and do not provide the necessary off-street parking required for the flats. The required off-street parking must be provided or satisfactory data shall be furnished to support a reduction in off-street parking requirements by the Planning Commission.

7. BUILDING DESIGN & ARCHITECTURE

Zoning Ordinance Standards: *All buildings along the street frontage of the parcel shall have a primary entrance or entrances on the façade facing the street. All primary entrances must be accessible to pedestrians. Primary entrances should be highlighted through the incorporation of architectural features such as canopies, awnings, porticos, raised cornice parapets over the doors arches, large windows, or architectural details such as tile work and moldings that are integrated into the building structure and design.*

Building materials used on exteriors of new buildings shall be appropriate for the character and size of the proposed building, and shall complement the materials used on surrounding buildings and in the Village Downtown. Brick, stone, integrally colored architectural block are preferred building materials. Clapboard materials such as cement siding ("Hardy Plank" or similar) and shake shingles are encouraged as accent building materials. E.I.F.S. and metal may be acceptable as accent materials only, and should not comprise more than 20% of the wall area of any façade. Vinyl or metal siding is discouraged.

Findings:

Building Design. The proposed multi-family units have slightly varied front setbacks and façade elements, providing relief to the massing of the building. For the façade facing Heights Road, multiple gable roof segments, and material variation help ground the design and provide vertical interest. On the lakeside elevation, vertical interest is incorporated into the architecture with large windows, covered patios and balconies, material variation, and layered gable roof segments.

Building Materials. The proposed elevations feature material types; however, the material colors are not specified within the plans. The proposed materials include board and batten siding, horizontal siding, wood accents, and asphalt and metal roofing.

The applicant must specify material colors. This can be depicted with renderings and building elevations. Material samples and color elevations must be provided to and approved by the Planning Commission.

8. ENGINEERING / STORMWATER MANAGEMENT

Zoning Ordinance Standards: *Appropriate measures shall be taken to ensure that the removal of stormwater will not adversely affect adjoining properties or the capacity of the public storm drainage system and shall comply with State and Federal standards. Provisions shall be made for the construction of stormwater facilities, and the prevention of erosion and dust. Surface water on all paved areas shall be collected at intervals so that it will not obstruct the flow of vehicles or pedestrian traffic and will not create nuisance ponding in paved areas.*

Adequate services and utilities and improvements shall be available or provided, located and constructed with sufficient capacity and durability to properly serve the development. All utilities shall be located underground unless modified by the Planning Commission based on persuasive evidence provided by the applicant indicating it is not feasible to locate utilities underground. Where possible and practical, drainage design shall recognize existing natural drainage patterns.

Findings: Stormwater pre-treatment infrastructure is not proposed for this Project. All stormwater and utility requirements must be addressed to the satisfaction of the Village Engineer.

It has been suggested that this development, contiguous with adjacent developments under the same control, may constitute a “common plan of development” over one acre, which would require certain stormwater management practices and permits from the County. Previously, staff had been operating under the assumption that separate site plan applications for developments under one acre constitute distinct development plans, thus not requiring SWM permits from the County.

To protect the Village from liability in upholding state MS4 permit requirements, it is our recommendation that the developer furnish a clearance letter from EGLE stating that the various projects under their control – Snug Harbor, Mystic Cove, Constellation Bay, Starboard, and Peninsula – are *not* considered a “common plan of development.”

9. LIGHTING

Zoning Ordinance Standards: *Exterior lighting must be arranged so that it is deflected away from adjoining properties and so that it does not impede vision of drivers along adjacent streets.*

Findings: Sconces and downlights are proposed within the Project. Driveways and pedestrian walkways within the site are proposed to be adequately illuminated (see table).

Standards	Required	Proposed	Compliance
Max. Height of Light Fixtures	22' or height of building, whichever is less.	16'	Complies
Max. Illumination at Any Given Point	10 fc.	0.9 fc.	Complies
Max. Illumination at the Property Line	0.5 fc.	0.5 fc.	Complies



March 20, 2024

Gage Belko
Planning and Zoning Coordinator
Village of Lake Orion
21 E. Church St.
Lake Orion, MI 48362

Re: Snug Harbor
Site Plan Review #1
NFE Job No. 0039

Dear Mr. Belko:

We have reviewed the Site Plan for the above referenced site. Our review is consistent with the requirements of Article 19 of the Zoning Ordinance, Section D – Required Information, relevant sections of the Zoning Ordinance related to the zoning district, Title XV: Land Usage, of the Lake Orion Code of Ordinances, and sound engineering design principles. We offer the following comments:

Density / Overall Concept:

1. The site is zoned MU, Mixed Use, but is designed using RM district density (higher than MU density) while utilizing MU setbacks (less than RM setbacks). This feature of the current Zoning regulations allows increased density in MU sites that provide only residential (no mixed) uses without providing the non-residential features contemplated in the MU zoning designation.
2. As shown, the site proposes building coverage of ~42% (50% maximum allowed), but over 60% impervious area total when including patios, drives, walks and docks onsite. Due to the size of the site, less than 1 acre, the developer is not proposing stormwater management measures though runoff will increase due to the increased impervious area.
3. The Village is responsible for maintaining its MS4 permit (municipal separate storm sewer system) through the provisions of the adopted Ordinance 23.29 which applies to “any activities which may impact the quantity or quality of a private stormwater conveyance system or any waterway within the Village”. This site is also contiguous with and owned by the developer of Mystic Cove which raises the point that EGLE could consider this part of a “larger common plan” when reviewing the MS4 reports. If the developer does not provide stormwater runoff management practices, we are concerned this could violate the Village’s MS4 permit provisions.

Plan Contents:

4. Plans were not sealed or signed by a licensed design professional as required.
5. The Legal Description shown on the Cover Sheet does not match the legal description found in the submitted purchase agreement. Additionally, the property dimensions along the Heights Road frontage (Topo and Boundary Survey) do not clearly show the ends of each boundary leg, and the Grading and Utility Plan appears to show a dashed line that may be meant to represent the original platted boundary (not shown elsewhere), but this is unlabeled and unclear. Please clarify the final site boundary to prove setbacks are being met.
6. Label the zoning district for this site and adjacent properties in the plan view.
7. Dimensions must be shown for the proposed driveway widths. Lengths are shown, however, the Mystic Cove development intends to widen the pavement on Heights Road nearly 10 feet. Thus, the length dimensions shown (23.4’, 27.0’ and 21.2’) may not accurately reflect the available driveway

NOWAK & FRAUS ENGINEERS

length, affecting the vehicle parking count. Also, parking counts are required to be "off-street" parking; the 10' front setback means half the driveway length is located within the street, not off-street.

8. The site does not provide pedestrian access along Heights Road. A common mailbox is proposed without defined pedestrian access to the location as shown.
9. Height of structures within 50' of the site are required to be shown at site plan stage. Please show height and number of stories proposed for adjacent Mystic Cove buildings.
10. No location is shown for a transformer pad, or screening for it, as required for site plans.
11. Existing sanitary sewer and water main in Heights Road are each 8" diameter and should be labeled as such.

Fire Protection:

12. Preliminary utility plans indicate that the building will include fire suppression, with a Fire Department Connection (FDC) shown at the southwest corner of the proposed building.

After site plan approval, complete Engineering Plans meeting the requirements of Ordinance 31.26, Design and Construction Standards must be submitted for review, and no construction shall begin prior to engineering approval.

We recommend that the plan be revised and resubmitted subject to the above comments. If you have any questions, please do not hesitate to call.

Sincerely,

Nowak & Fraus Engineers



Wendy E. Spence, PE
Senior Project Manager

CC: Wesley Sanchez, DPW Director
Todd Stanfield, LOPD
John Pender, Assistant Chief, Orion Township Fire Department
Jeffrey Williams, Fire Marshall, Orion Township Fire Department
David Goodloe, Building Official, Orion Township
Sonja Stout, Clerk, Lake Orion

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Charter Township of Orion

3365 Gregory Rd., Lake Orion MI 48359
www.oriontownship.org

Section 8, Item A.

Fire Department

Phone: (248) 391-0304, ext. 2000

Fax: (248) 309-6993

To: Darwin McClary, Village Manager
From: Jeff Williams, Fire Marshal
Re: Snug Harbor Site Plan Review
Date: 3/21/2024

The Orion Township Fire Department has completed its review of the Snug Harbor Application for the limited purpose of compliance with the Village of Lake Orion's Ordinance's, Michigan Building Code, and all applicable Fire Codes.

Based upon the application and documentation provided, the Fire Department has the following recommendation:

Approved
X Approved with Comments (See below)
Not approved

Comments:

- The Riser Room shall be equipped with a residential Knox Box to allow fire department access. These notes shall be added to the plans.

This approval is limited to the application and materials reviewed which at this time do not raise a specific concern with regard to location and/or impact on health and safety. However, the approval is conditioned upon the applicant providing sufficient additional information at time of building permit application that includes data or documents, confirming full compliance with all applicable building codes, fire codes and Township Ordinances.

If there are any questions, the Fire Department may be reached at 248-391-0304 ext. 2004.

Sincerely,

Jeffrey Williams

Jeff Williams, Fire Marshal
Orion Township Fire Department



April 4, 2024

Village of Lake Orion
21 E. Church Street
Lake Orion, MI 48362

Attn: Mr. Gage Belko

GW# 20107.40

Re: Snug Harbor Site Plan Review #1
NFE Job No. 0039

Dear Mr. Belko,

Please see the attached revised site plan documents addressing the review comments from McKenna review letter dated March 26, 2024, Nowak and Fraus's review letter dated March 20, 2024, and Orion Township Fire Department review letter dated March 21, 2024 (responses are *italicized*):

McKenna Review Letter

1. The following items must be included on a revised plan:
 - a. Seal/signature of a registered design professional.
Seal and signature is added to the plans.
 - b. Zoning, building, and lot information for adjacent properties.
Information is added.
 - c. Clear and consistent property lines and legal descriptions.
Property line information is clear and consistent. It does not match the PA as there were some discrepancies between the PA and subsequent title work. Property descriptions do not always match the surveyed legal descriptions.
2. Recommend that before (or while) approving the proposed site plan and associated use for Snug Harbor, the Planning Commission also advance an ordinance amendment to permit multi-family uses – without a commercial component – by-right in the MU District and clarify corresponding density requirements.
This issue was already addressed with the approval of Starboard.
3. While the proposed plant material is of high quality, they do not fulfill diversity requirements. There are also minor discrepancies in plant material specifications (11 river birch are noted, but only 6 are shown on plan; 9 fine line shrubs are noted, but 30+ are shown).
Landscape plans have been clarified.
4. The landscaping plan does not comply with this diversity requirement; however, we recommend that the Planning Commission waive this requirement, consistent with other multifamily developments in the MU district, to promote a cohesive design within a smaller site.
As was the case with Starboard, this is a small site where diversity requirements would not allow for a cohesive design. We request a waiver.
5. Recommend the Planning Commission require, as practicable, reduction in impervious surface area (including reduction in building footprint size), permeable paving, water recharge areas within landscaping, and/or other identifiable measures to protect and enhance water quality, the environment, community health, and the general public welfare.
Pervious pavement will be proposed for the patios. Keep in mind that while the adjacent land for Mystic had heavy clay soils. Infiltration testing will be performed after site plan approval. Like Mystic, the permeable pavements will still be proposed to allow for infiltration as the soil allows. Another

environmental feature is the restoration of the natural lake edge including native no mow seed mix. This is also being proposed with Mystic. In working with EGLE and this is a high priority with EGLE as it will provide great benefit to the lakeshore and pretreatment of stormwater runoff prior to entering the lake. This is one of the few areas on the lake that is still natural.

6. The applicant must detail the number of boat slips and if any expansion or improvement to the docks is proposed. Per section 9.02(B)(9), one (1) boat slip is allowed per 15 feet of lake frontage. Any expansion of existing boat docks/slips would require special land use review and approval.
Per the topo survey, there are 6 existing docks with 9 slips. Per our site plan 3 docks for 6 slips proposed. That is a reduction in 3 docks and 3 slips. We will add a note to the plan with the numbers of existing and proposed slips to properly depict the number of slips.
7. Frontage sidewalks are required to connect with the adjacent Mystic Cove development and to be stubbed to the southwest along Heights Road for future connections. There is an opportunity to locate a sidewalk within the right-of-way that crosses the driveways for Snug Harbor and extends across the service drive median for Mystic Cove. A license agreement should be explored with the Village to enhance pedestrian connectivity in this area.
The sidewalk will have no connection on either side of the property. There is not a connection proposed for Mystic Cove and the lake is on the west side of the road little room for a walk outside the pavement as the grade drops off to the lake with wetlands close to the road.
8. While there is driveway space extending from the garages to the road, these are majorly within the right-of-way and do not provide the necessary off-street parking required for the flats. The required off-street parking must be provided, or satisfactory data shall be furnished to support a reduction in off-street parking requirements by the Planning Commission.
The parking in the driveway with a portion of the driveway within the ROW is not uncommon within this community and many others. There are several homes with no garages and either rely on street parking or drives fully within the ROW.
9. The applicant must specify material colors. This can be depicted with renderings and building elevations. Material samples and color elevations must be provided to and approved by the Planning Commission.
A rendering will be provided, and material samples will be provided to the planning commission.
10. To protect the Village from liability in upholding state MS4 permit requirements, it is our recommendation that the developer furnish a clearance letter from EGLE stating that the various projects under their control – Snug Harbor, Mystic Cove, Constellation Bay, Starboard, and Peninsula – are *not* considered a “common plan of development”.
We have provided information regarding storm water and EGLE’s definition for Starboard. The MS4 is part of EGLE’s NPDES permit. EGLE’s definition of “common plan of development” is a contiguous area where multiple separate and distinct construction activities may be taking place at different schedules under one plan. Mystic Cove, Constellation Bay, Starboard and Peninsula development are not contiguous areas. Mystic Cove and Constellation Bay provide detention as required. Mystic Cove and Snug Harbor are not taking place under one plan. The Snug Harbor property was not under a purchase agreement until after Mystic Cove construction commenced. Included with this submittal is the highlighted EGLE definition. It also should be noted that besides the pervious pavement we will also exceed the OCWRC future MEP requirements by almost 7.5 times what is required. Those calculations are included in the plan set.

Nowak Fraus Review Letter

Density/Overall Concept:

1. The site is zoned MU, Mixed Use, but is designed using RM district density (higher than MU density) while utilizing MU setbacks (less than RM setbacks). This feature of the current Zoning regulations allows increased density in MU sites that provide only residential (no mixed) uses without providing the non-residential features contemplated in the MU zoning designation.

As per previous review information, the zoning ordinance points to the RM district for density for sites that are strictly residential.

2. As shown, the site proposes building coverage of ~42% (50% maximum allowed), but over 60% impervious area total when including patios, drives, walks, and docks onsite. Due to the size of the site, less than 1 acre, the developer is not proposing stormwater management measures though runoff will increase due to the increased impervious area.

Permeable pavement is proposed for the patios to allow for infiltration as the soils allow. Development also depicted natural shoreline restoration to the satisfaction of EGLE including native no mow mixes which help filter stormwater runoff prior to flowing into the lake. Development also proposes significant upgrades to site landscaping. Both natural no mow seed mixes and enhanced landscaping is accepted MEP stormwater measures by Oakland County.

3. The Village is responsible for maintaining its MS4 permit (municipal separate storm sewer system) through the provisions of the adopted Ordinance 23.29 which applies to "any activities which may impact the quantity or quality of a private stormwater conveyance system or any waterway within the Village". This site is also contiguous with and owned by the developer of Mystic Cove which raises the point that EGLE could consider this part of a "larger common plan" when reviewing the MS4 reports. If the developer does not provide stormwater runoff management practices, we are concerned this could violate the Village's MS4 permit provisions.

We have provided information regarding storm water and EGLE's definition for Starboard. The MS4 is part of EGLE's NPDES permit. EGLE's definition of "common plan of development" is a contiguous area where multiple separate and distinct construction activities may be taking place at different schedules under one plan. Mystic Cove, Constellation Bay, Starboard and Peninsula development are not contiguous areas. Mystic Cove and Constellation Bay provide detention as required. Mystic Cove and Snug Harbor are not taking place under one plan. The Snug Harbor property was not under a purchase agreement until after Mystic Cove construction commenced. Included with this submittal is the highlighted EGLE definition. It also should be noted that besides the pervious pavement we will also exceed the OCWRC future MEP requirements by almost 7.5 times what is required. Those calculations are included in the plan set.

Plan Contents:

4. Plans were not sealed or signed by a license design professional as required.
Plans include the seal and signature.
5. The Legal Description shown on the Cover Sheet does not match the legal description found in the submitted purchase agreement. Additionally, the property dimensions along the Heights Road frontage (Topo and Boundary Survey) do not clearly show the ends of each boundary leg, and the Grading and Utility Plan appears to show a dashed line that may be meant to represent the original platted boundary (not shown elsewhere), but this is unlabeled and unclear. Please clarify the final site boundary to prove setbacks are being met.
The final site boundary is per the topographic survey. PA does not take into account any incumbrances from the title package and constitutes a larger parcel than depicted on the topographic survey.
6. Label the zoning district for this site and adjacent properties in plan view.
Zoning district for this site is already depicted in the site data chart and adjacent property information has been added.
7. Dimensions must be shown for the proposed driveway widths. Lengths are shown; however, the Mystic Cove development intends to widen the pavement on Height Road nearly 10 feet. Thus, the length dimensions shown (23.4', 27.0', and 21.2') may not accurately reflect the available driveway length, affecting the vehicle parking count. Also, parking counts are required to be "off-street" parking; the 10' front setback means half the driveway length is located within the street, not off-street.
The Mystic Cove project has the radii set back to account for the existing pavement for the Snug Harbor parcel since there was no intention at the time to purchase this piece. Now the Moceris has a purchase

agreement for this piece, the Mystic Cove radii will need to be adjusted to fit this layout. Dimensions have been added to the width of the drives. Parking in the driveway with a portion of the driveway within the ROW is not uncommon within this community and many others. There are several homes with no garages and either rely on street parking or drives fully within the ROW.

8. The site does not provide pedestrian access along Heights Road. A common mailbox is proposed without defined pedestrian access to the location as shown.
Given the nature of these units, individual mailboxes are now proposed. The sidewalk will have no connection on either side of the property. There is not a connection proposed for Mystic Cove and the lake is on the west side of the road little room for a walk outside the pavement as the grade drops off to the lake with wetlands close to the road.
9. Height of structures within 50' of the site are required to be shown at site plan stage. Please show height and number of stories proposed for adjacent Mystic Cove buildings.
Heights have been added.
10. No location is shown for a transformer pad, or screening for it, as required for site plans.
A conceptual location for the transformer pad will be provided with appropriate screening.
11. Existing sanitary sewer and water main Heights Road are each 8" diameter and should be labeled as such.
Pipe sizing has been added.

Fire Protection:

12. Preliminary utility plans indicate the building will include fire suppression, with a Fire Department Connection (FDC) shown at the southwest corner of the proposed building.
Acknowledged.

Fire Marshal Review Letter

1. The Riser Room shall be equipped with a residential Knox Box to allow fire department access. These notes shall be added to the plans.
A note has been added to the plans.

Please feel free to contact me if you have any questions.

Respectfully,
GIFFELS-WEBSTER

Nancy M Standish

Nancy Standish, PE
Partner

Cc: Dominic F. Mocer, Mocer Companies (by email)
Dominick Tringali, Mocer Companies (by email)

APPLICANT
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ENGINEER
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LANDSCAPE ARCHITECT
GIFFELS WEBSTER
MR. MARK HANSEN
1025 E. MAPLE, SUITE 100
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GENERAL NOTES:

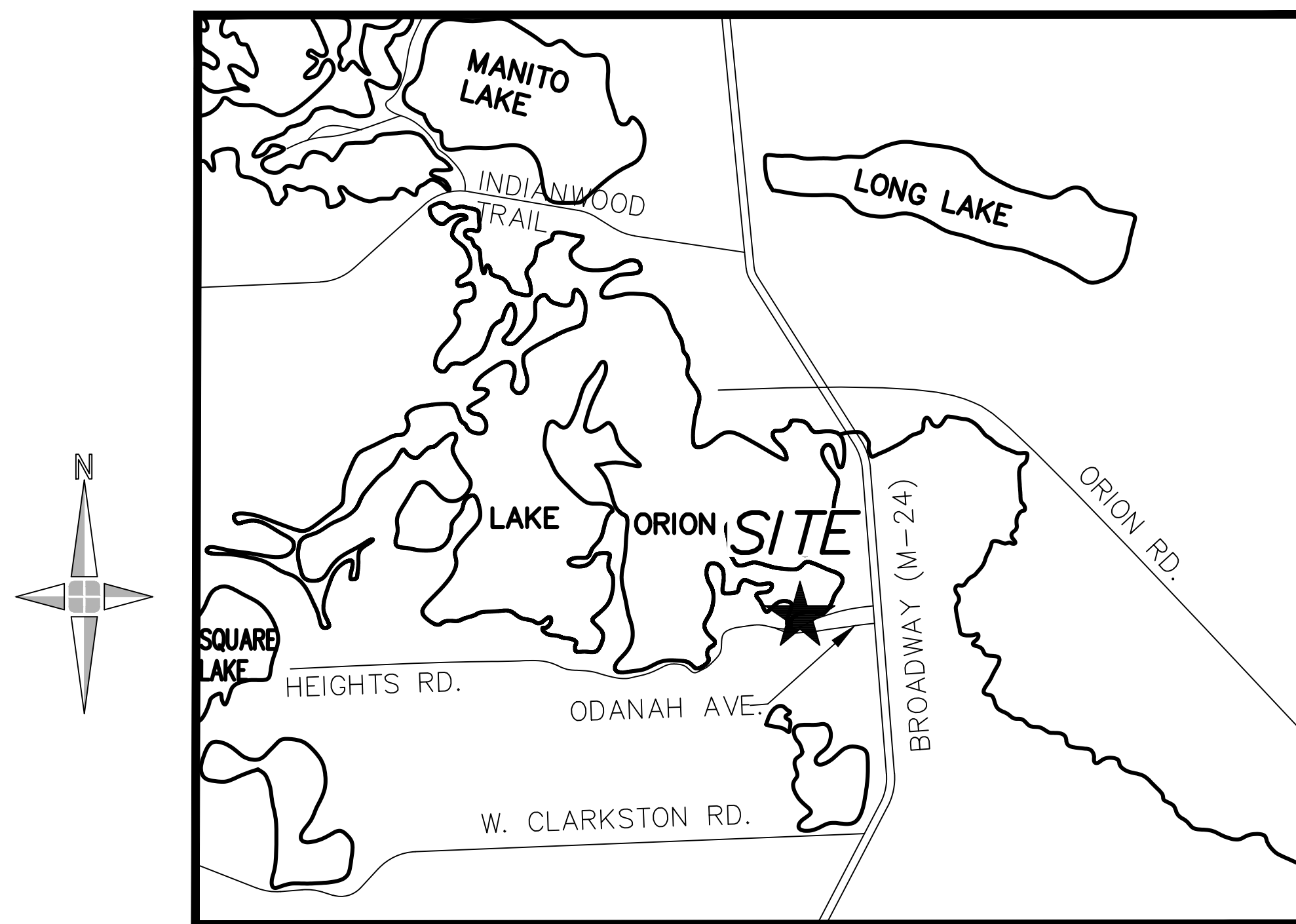
3. ALL WORK WITHIN THE OAKLAND COUNTY ROAD COMMISSION OR MDOT RIGHT-OF-WAY SHALL BE IN ACCORDANCE WITH SUPPLEMENTAL PERMIT SPECIFICATIONS AND BY PERMIT ONLY.
3. ALL PERMITS REQUIRED SHALL BE OBTAINED BY THE CONTRACTOR. ALL PERMIT FEES, BONDS, AND INSURANCE REQUIRED BY THE ISSUING AGENCIES SHALL BE PROVIDED BY THE CONTRACTOR, AND MUST BE KEPT CURRENT. THE CONTRACTOR IS RESPONSIBLE FOR ALL OTHER FEES, INSPECTION COSTS, ETC., AND SHALL ADHERE TO ALL REQUIREMENTS SET FORTH IN SAID PERMITS.
4. 72 HOURS PRIOR TO EXCAVATION, THE CONTRACTOR SHALL NOTIFY MISS DIG (1-800-482-7171) FOR LOCATION OF UNDERGROUND AND CABLE FACILITIES, AND SHALL NOTIFY REPRESENTATIVES OF OTHER UTILITIES LOCATED IN THE VICINITY OF THE WORK.
5. UTILITY INFORMATION SHOWN ON THE PLANS WAS OBTAINED FROM UTILITY OWNERS AND MAY OR MAY NOT BE ACCURATE AND COMPLETE. CONTRACTOR SHALL VERIFY AND/OR OBTAIN ANY INFORMATION NECESSARY REGARDING THE PRESENCE OF UNDERGROUND UTILITIES WHICH MIGHT HAVE AN EFFECT ON THIS PROJECT, AND SHALL BE RESPONSIBLE FOR ANY DAMAGE TO ANY PUBLIC OR PRIVATE UTILITIES, SHOWN OR NOT SHOWN ON THE PLANS.
6. THE UTILITY POLES SHOWN ON THESE DRAWINGS ARE INTENDED TO SHOW ONLY THE LOCATION OF EXISTING POLES. THE CONTRACTOR IS RESPONSIBLE FOR DETERMINING THE QUANTITY AND DIRECTION OF OVERHEAD LINES.
7. THE CONTRACTOR SHALL PROVIDE FOR CONTROLLED ACCESS TO THE SITE FOR USE BY THE VARIOUS WORK FORCES, EMERGENCY VEHICLES, OCCUPANTS, VISITORS, ETC. THROUGHOUT CONSTRUCTION. THIS ACCESS MUST PROVIDE FOR THE REMOVAL OF MUD FROM VEHICLES TIRES. ROADWAYS AND DRIVEWAYS SHALL BE MAINTAINED AND OPEN FOR EMERGENCY VEHICLES AT ALL TIMES. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE RESIDENTS AND BUSINESSES, WHOSE DRIVEWAYS ARE AFFECTED BY HIS SCHEDULE, 24 HOURS IN ADVANCE. CONTRACTOR SHALL SCHEDULE CONSTRUCTION AT NON-PEAK USE HOURS AND SHALL MINIMIZE DRIVEWAY CLOSURE BY EXPEDITING CONSTRUCTION.
8. DURING CONSTRUCTION, CONTRACTOR MAY ENCOUNTER SPRINKLER HEADS, PIPING, LIGHTING, AND BURIED ELECTRICAL CABLE, MAILBOXES, FENCES, SIGNS, ETC. CONTRACTOR SHALL REPLACE AND/OR RESTORE ALL COMPONENTS OF SUCH SYSTEMS. THIS WORK SHALL BE INCIDENTAL TO THE PROJECT.
9. RIGHT-OF-WAYS AND FRONT OF LOTS DISTURBED BY CONSTRUCTION SHALL BE RESTORED BY TOPSOIL, SEED AND MULCH.
11. THE CONTRACTOR IS REQUIRED TO CONFINED CONSTRUCTION ACTIVITIES TO THE LIMITS OF THE SITE AS SHOWN ON THE CONSTRUCTION PLANS. ANY DAMAGE OR DISRUPTION TO ADJACENT SITES IS THE RESPONSIBILITY OF THE CONTRACTOR TO CORRECT IMMEDIATELY. NO OFF-SITE WORK SHALL BE PERFORMED OUTSIDE OF PUBLIC RIGHTS-OF-WAY OR DEDICATED EASEMENTS WITHOUT PRIOR WRITTEN APPROVAL OF THE PROPERTY OWNER.
11. GREAT CARE SHALL BE TAKEN TO AVOID DAMAGE TO VEGETATION OUTSIDE THE CLEARING AND GRUBBING LIMITS. NO DRIVING OR PARKING OF VEHICLES AND/OR STORAGE OF MATERIALS AND SUPPLIES SHALL BE PERMITTED OUTSIDE THE LIMITS OF CONSTRUCTION.
12. THE PROTECTION OF EXISTING TREES, AS REQUIRED, SHALL BE SOLELY THE CONTRACTOR'S RESPONSIBILITY.
13. FINAL CLEANUP AND RESTORATION SHALL CONSIST OF FINE GRADING OF CONSTRUCTION AREAS, REMOVAL OF CONSTRUCTION SIGNS, ETC. TOPSOIL SHALL BE SPREAD OVER ALL DISTURBED AREAS, FOLLOWED BY SEED, FERTILIZER AND EROSION MAT OR STRAW MULCH, OR AS FURTHER REQUIRED BY THE LANDSCAPING PLANS AND SPECIFICATIONS. ALL REQUIRED RESTORATION ITEMS NOT SPECIFICALLY IDENTIFIED AS A PAY ITEM SHALL BE CONSIDERED INCIDENTAL TO THE CONTRACT.
14. ALL RESTORATION SHALL BE SPECIFIED ON THE PLANS AND IN THE SPECIFICATIONS. NON PAY ITEMS SHALL BE INCIDENTAL TO THE PROJECT.
15. THE CONTRACTOR AND/OR HIS SUBCONTRACTORS SHALL NOTIFY THE VILLAGE OF LAKE ORION, ORION TOWNSHIP FIRE DEPARTMENT, THE ORION TOWNSHIP POLICE DEPARTMENT, MDOT AND THE OAKLAND COUNTY ROAD COMMISSION TWO (2) WEEKS PRIOR TO THE BEGINNING OF CONSTRUCTION.
16. THE CONTRACTOR SHALL PROVIDE NECESSARY SIGNS, BARRICADES, AND LIGHTS TO PROTECT THE TRAFFIC AND THE WORK AS DIRECTED BY THE FIELD ENGINEER OR THE ROADWAY JURISDICTIONAL AGENCY. ALL TRAFFIC CONTROL SHALL BE IN ACCORDANCE WITH THE MICHIGAN MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MMUTCD.)
17. ALL LOT MARKERS AND MONUMENT POINTS DISTURBED DURING CONSTRUCTION SHALL BE REPLACED BY A REGISTERED LAND SURVEYOR AT THE EXPENSE OF THE CONTRACTOR.
18. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DEWATERING REQUIRED TO CONSTRUCT THE PROPOSED UTILITIES AND SHALL BE DONE PER APPROVED DEWATERING PLAN. COST OF DEWATERING SHALL BE INCIDENTAL TO THE PROJECT.

SNUG HARBOR

SITE AND CONSTRUCTION PERMIT PLANS

PARCEL NO. 09-11-403-006

VILLAGE OF LAKE ORION, OAKLAND COUNTY, MICHIGAN



LOCATION MAP
NOT TO SCALE

APPROVALS AND PERMITS

NAME	SUBMITTAL DATE	APPROVAL DATE	PERMIT NO.
SITE PLAN	02.29.2024	-	-
VILLAGE ENGINEERING APPROVAL	-	-	-
VILLAGE SANITARY APPROVAL	-	-	-
OAKLAND COUNTY SANITARY APPROVAL	-	-	-
VILLAGE WATERMAIN APPROVAL	-	-	-
OCWRC SESC PERMIT	-	-	-
RCOC UTILITY PERMIT	-	-	-
RCOC APPROACH PERMIT	-	-	-
EGLE WETLAND PERMIT	-	-	-

SHEET INDEX

ENGINEERING PLANS

C1	COVER SHEET
C2	TOPOGRAPHIC AND BOUNDARY SURVEY
C3	SITE AND PAVING PLAN
C4	GRADING AND UTILITY PLAN
C5	SITE NOTES AND DETAILS

LANDSCAPE AND LIGHTING

L1	LANDSCAPE PLAN
L2	LANDSCAPE DETAILS
L11	LIGHTING PLAN

SHEETS BY OTHERS

ARCHITECTURAL

5 SHEETS BUILDING FLOOR PLANS AND ELEVATIONS

MUNICIPAL DETAILS

2 SHEETS	SANITARY SEWER DETAILS AND NOTES
1 SHEET	SOIL EROSION AND SEDIMENTATION CONTROL DETAILS
1 SHEET	STORM DRAIN NOTES AND DETAILS
7 SHEETS	WATER MAIN STANDARD DETAILS

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COVER SHEET

SNUG HARBOR

VILLAGE OF LAKE ORION
OAKLAND COUNTY
MICHIGAN

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TOPOGRAPHIC AND
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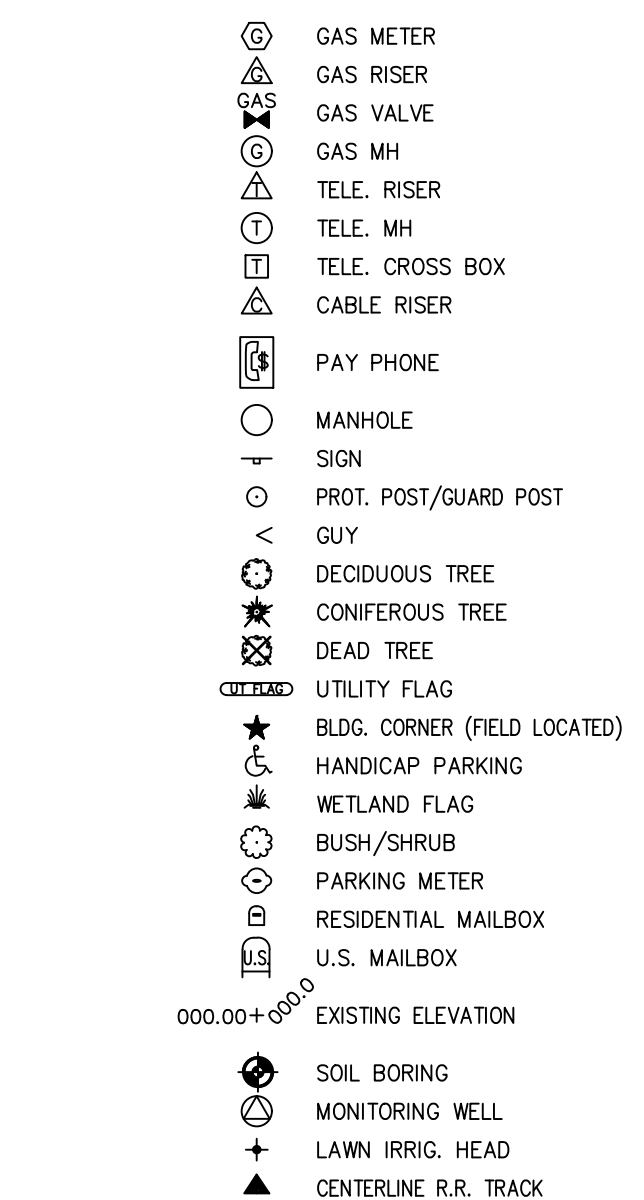
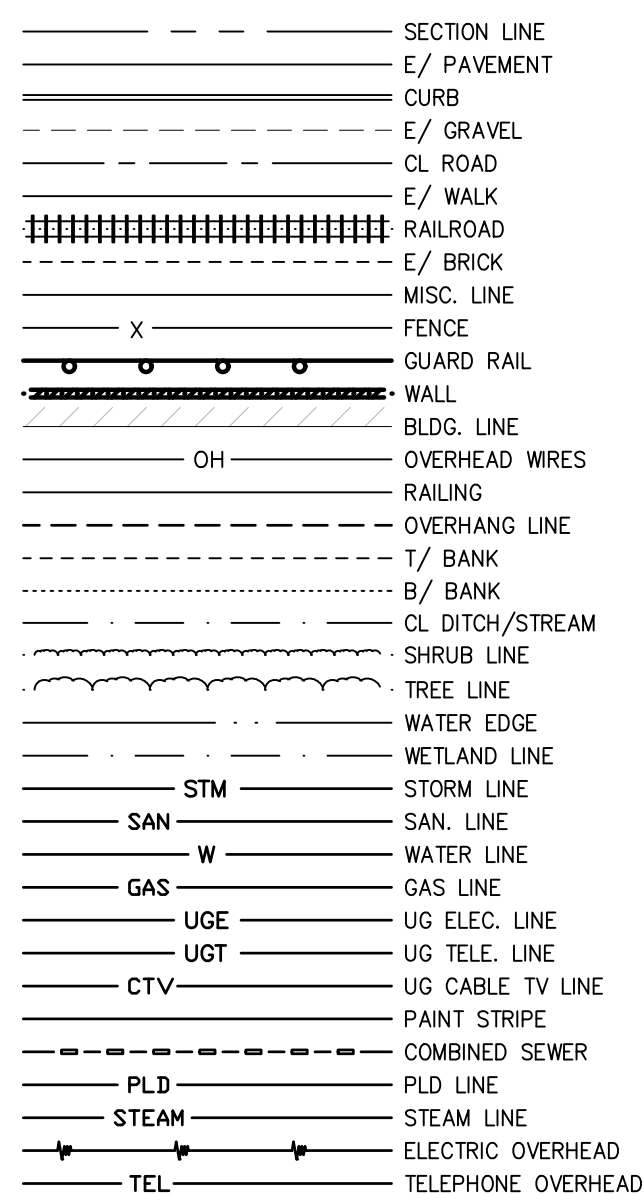
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VILLAGE OF LAKE ORION
OAKLAND COUNTY
MICHIGAN

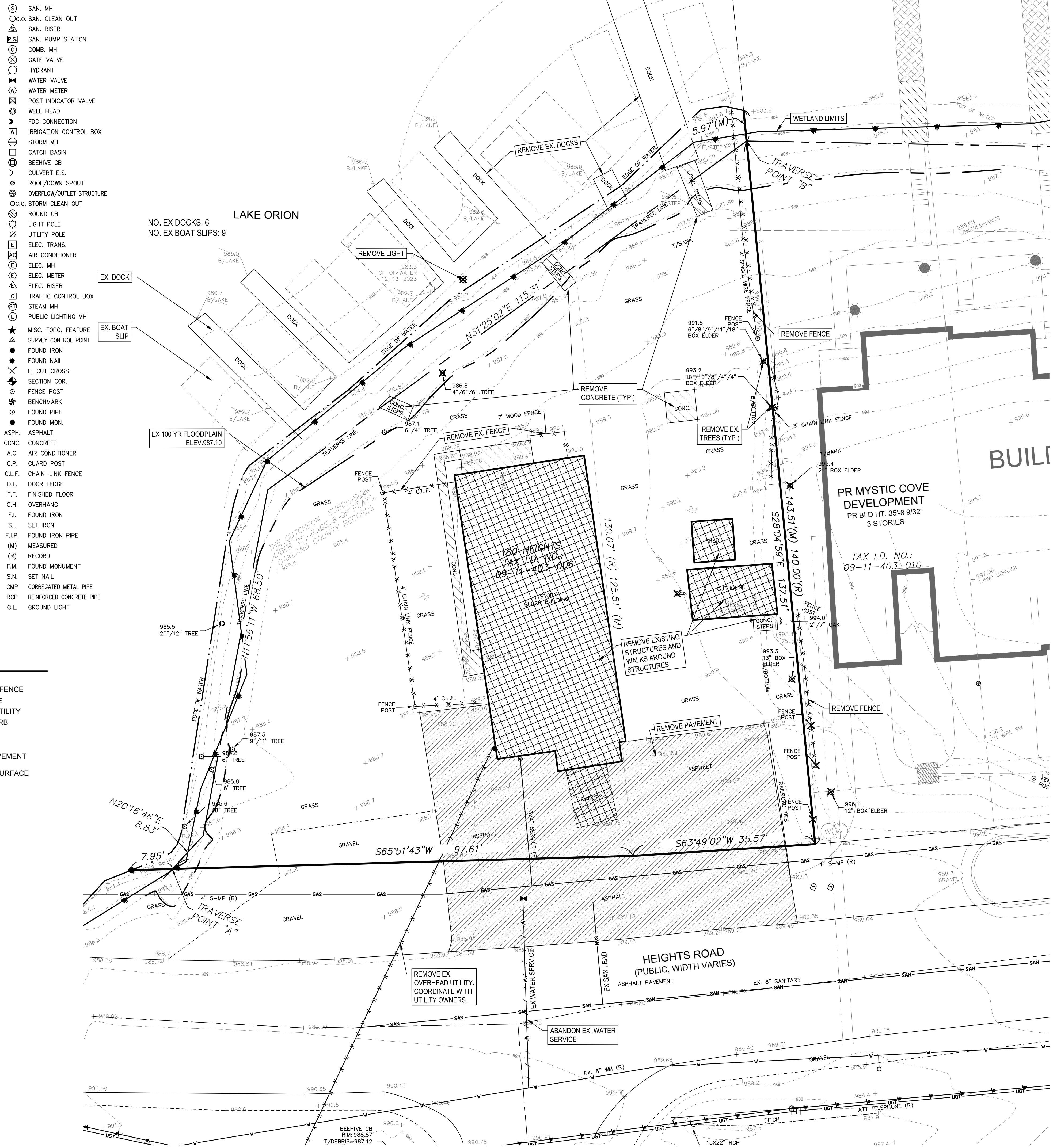
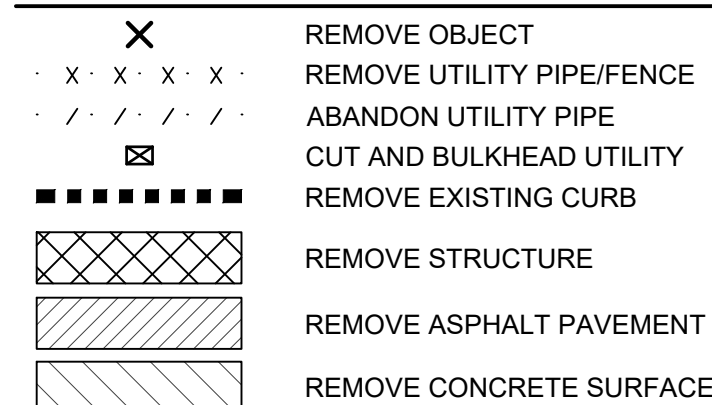
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LEGEND – EXISTING



DEMOLITION LEGEND:



BENCH MARK DATA

NAVD88 DATUM

BENCH MARK NO. 1
ARROW ON HYDRANT LOCATED EAST NORTHEAST ± 120 FEET FROM THE NORTHEAST CORNER OF
BUILDING ADDRESS 440 S BROADWAY
ELEVATION = 990.95'
(OUT OF DRAWING SCOPE)

BENCH MARK NO. 2
SET MAG NAIL IN SOUTH FACE OF A UTILITY POLE LOCATED EAST ± 60 FEET FROM THE
SOUTHEAST BUILDING CORNER OF ADDRESS 458 S BROADWAY AND NORTHWEST ± 20 FROM THE
NORTHWEST BUILDING CORNER OF 468 S BROADWAY.
ELEVATION = 994.59'
(OUT OF DRAWING SCOPE)

BENCH MARK NO. 3
SET MAG NAIL IN NORTH FACE OF A UTILITY POLE LOCATED ± 45 FEET FROM THE SOUTHWEST
CORNER OF ADDRESS 32 HEIGHTS ROAD.
ELEVATION = 997.27'
(OUT OF DRAWING SCOPE)

BENCH MARK NO. 4
ARROW ON HYDRANT LOCATED ON THE SOUTH SIDE OF HEIGHTS ROAD AT HOUSE NO. 69 HEIGHTS
RD.
ELEVATION = 990.43'
(OUT OF DRAWING SCOPE)

UTILITY STATEMENT

THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE.

(R) = UTILITY SHOWN FROM RECORDS OR PLANS, & FIELD
LOCATED WHERE POSSIBLE.

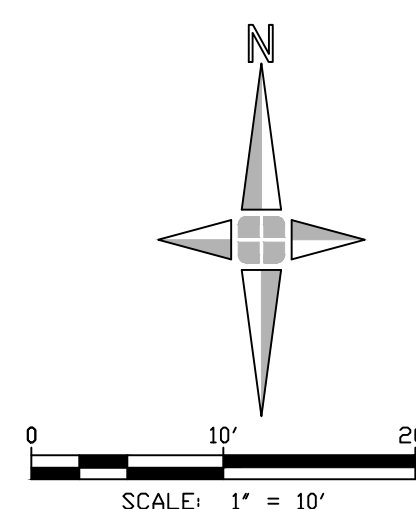
PRIOR TO THE PLANNED BUILDING IMPROVEMENTS, AND/ OR CONSTRUCTION, THE RESPECTIVE UTILITY COMPANIES MUST BE NOTIFIED TO STAKE THE PRECISE LOCATION OF THEIR UTILITIES.

NOTES

- CABLE TV, WATER, AND SEWER UTILITY MAPS WERE NOT AVAILABLE AT TIME OF SURVEY.
- THIS PARCEL IS LOCATED WITHIN A FEDERALLY DESIGNATED FLOOD HAZARD AREA ZONE "AE". (THE FLOODWAY) IS THE CHANNEL OF A STREAM PLUS ANY ADJACENT FLOODPLAIN AREAS THAT MUST BE KEPT FREE OF ENCROACHMENT SO THAT THE 1% ANNUAL CHANCE FLOOD CAN BE CARRIED WITHOUT SUBSTANTIAL INCREASES IN FLOOD HEIGHTS AND ZONE "X" (AREA DEDICATED TO THE PROTECTION OF THE 1% ANNUAL CHANCE FLOODPLAIN) IN ACCORDANCE WITH THE FEDERAL INSURANCE RATE MAP, PANEL NUMBER 238 OF 704, MAP NUMBER 26125C0238F, EFFECTIVE DATE SEPTEMBER 29, 2006.
- GAS & WATER LEAD LOCATION SHOULD BE CONSIDERED AS APPROXIMATE.
- TREE SIZES AND SPECIES ARE THE BEST ESTIMATION OF THE FIELD SURVEYOR. SPECIFIC QUESTIONS REGARDING INDIVIDUAL TREES SHOULD BE DIRECTED TO A QUALIFIED FORESTER.

DEMOLITION NOTES:

1. WITH THE EXCEPTION OF AN AMOUNT OF EXCAVATED MATERIALS SUFFICIENT FOR BACKFILLING AND CONSTRUCTION OF FILLS AS CALLED FOR ON THE PLANS AND AS INDICATED BELOW, ALL BROKEN CONCRETE, STONE AND EXCESS EXCAVATED MATERIALS SHALL BE DISPOSED OF BY THE CONTRACTOR.
2. THE CONTRACTOR WILL BE REQUIRED TO OBTAIN THEIR OWN DISPOSAL GROUND, AND WILL RECEIVE NO ADDITIONAL COMPENSATION FOR DISPOSING OF ANY OF THE EXCESS MATERIALS. MATERIALS ACCEPTABLE TO THE ENGINEER MAY BE DISPOSED OF ON-SITE AT THE CONTRACTORS EXPENSE IN A MANNER APPROVED IN ADVANCE BY THE ENGINEER.
3. EXISTING UTILITIES ON SITE WILL BE CAPPED OR BULK-HEADED AT THE MAIN IN ACCORDANCE WITH VILLAGE OF LAKE ORION AND SERVICE PROVIDER STANDARDS. ALL BULK-HEADING AND/OR SEWER PIPE REMOVAL NECESSITATED BY THE REMOVAL OF DRAINAGE STRUCTURES SHALL BE INCLUDED IN THE STRUCTURE REMOVAL.
4. THE CONTRACTOR SHALL COORDINATE WITH AFFECTED UTILITY COMPANIES FOR THE REMOVAL OR RELOCATION OF UTILITY AND LIGHT POLES.
5. STREET SIGNS IN THE WAY OF CONSTRUCTION WILL BE REMOVED AND RESET IMMEDIATELY IN A TEMPORARY LOCATION, AS APPROVED BY THE FIELD ENGINEER.
6. THE CONTRACTOR SHALL PROTECT ALL EXISTING SIGNS AND POSTS SCHEDULED TO REMAIN, AS DIRECTED BY THE FIELD ENGINEER.
7. ALL UNDERGROUND UTILITIES NOT INDICATED FOR REMOVAL SHALL BE PROTECTED THROUGHOUT CONSTRUCTION.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL PRIVATE PROPERTY (INCLUDING BUILDINGS AND FOUNDATIONS) THROUGHOUT CONSTRUCTION AND SHALL MAINTAIN SAFE PEDESTRIAN ACCESS AT ALL TIMES.
9. EXISTING PAVEMENTS, SIDEWALKS, CURBS, DRIVEWAYS, GUTTERS, CROSSWALKS, AND OTHER BITUMINOUS OR CONCRETE SURFACES TO BE REMOVED, SHALL BE REMOVED TO THE LIMITS SHOWN, NEAREST JOINT OR AS REQUIRED BY THE FIELD ENGINEER. REMOVAL SHALL BE CAREFULLY DONE AND TO A NEAT LINE. CONCRETE SAWS OR OTHER MECHANICAL EQUIPMENT APPROVED BY THE FIELD ENGINEER SHALL BE USED ON THIS WORK.





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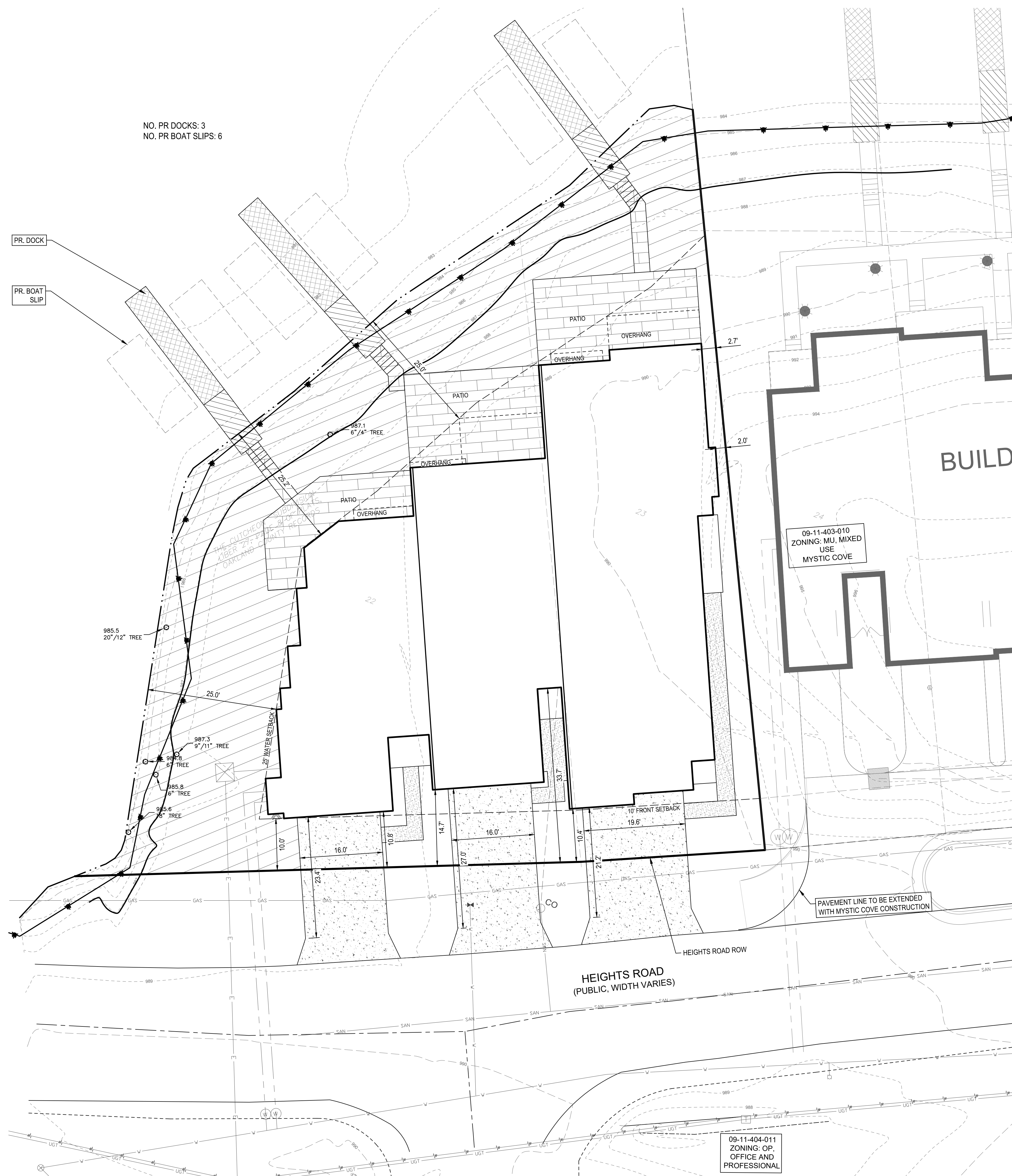
SITE AND PAVING PLAN

SNUG HARBOR

VILLAGE OF LAKE ORION
OAKLAND COUNTY
MICHIGAN

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SITE PLAN NOTES:

SITE AREA: 12,878 SF, 0.296 ACRES
ZONING: MU, MIXED USE
ALLOWED DENSITY: 15 RESIDENCES/ACRE
15 RESIDENCES / ACRE x 0.296 ACRES: 4.43 RESIDENCES

PROPOSED RESIDENCES:	
TOWNHOMES	2 RESIDENCES
STACKED FLATS	2 RESIDENCES
<hr/> TOTAL	<hr/> 4 RESIDENCES

PROPOSED BEDROOM BREAKDOWN:	
2-BEDROOM RESIDENCES	2 RESIDENCES
3-BEDROOM RESIDENCES	2 RESIDENCES
TOTAL	<u>4 RESIDENCES</u>

OPEN SPACE: 4,067 SF / 0.089 ACRES
31.5%

MAXIMUM COVERAGE:

PARKING:
REQUIRED: MULTI-FAMILY REQUIREMENTS
2 SPACES PER UNIT
4 x 2 = 8 SPACES
TOTAL REQUIRED: 8 SPACES

PROVIDED:	
GARAGE SPACES	6 SPACES
DRIVEWAY SPACES	6 SPACES
<hr/> TOTAL SPACES	12 SPACES

NOTES:

1. SNUG HARBOR IS PROPOSED MULTI-FAMILY RESIDENCE COMMUNITY.
2. TRASH RECEPTACLES WILL BE STORED IN THE RESIDENCE GARAGES AND ROLLED OUT ON GARBAGE DAY.

PAVING NOTES:

1. THE PAVING CONTRACTOR SHALL BE REQUIRED TO COORDINATE THE INSTALLATION OF GAS, ELECTRIC, PHONE, CABLE, SPRINKLERS, ETC. IN SUCH A MANNER THAT WILL FACILITATE THEIR PROPER INSTALLATION PRIOR TO PLACING THE PAVEMENT MATERIALS. ENSURE THAT ALL REQUIRED PIPES, CONDUITS, CABLES AND SLEEVES ARE PROPERLY PLACED AND THAT THE TRENCHES ARE PROPERLY BACKFILLED AND COMPACTED.
2. BUST JOINTS SHALL BE PLACED AT ALL LOCATIONS WHERE AN EXISTING ASPHALT PAVEMENT SURFACE IS BEING DISTURBED BY REMOVALS AND/OR THE INSTALLATION OF NEW ASPHALT PAVEMENT.
3. ALL PAVEMENT AREAS SHOULD BE CLEARED AND GRUBBED BY REMOVING SURFACE VEGETATION, TOPSOIL, DEBRIS AND OTHER DELETERIOUS MATERIALS.
4. PROPOSED AGGREGATE BASE SHALL EXTEND A MINIMUM OF 1 FOOT BEYOND THE PAVEMENT EDGE/BACK OF CURB.
5. BARRIER FREE SIGNAGE SHALL BE PLACED IN FRONT OF EVERY DESIGNATED BARRIER FREE STALL. THE CONTRACTOR SHALL COORDINATE STANDARD AND VAN ACCESSIBILITY SIGNAGE AS INDICATED ON THE PLANS.
6. ALL BARRIER FREE RAMPS, WALK, LANDINGS AND CURBS SHALL BE A.D.A. COMPLIANT AND MEET MDOT STANDARD PLAN R-28.
7. DIMENSIONS ARE TO FACE OF CURB.

AREA, HEIGHT, BULK AND PLACEMENT REGULATIONS:

SETBACKS

	PROPOSED	REQUIRED
FRONT (MINIMUM)	10'	10'
FRONT (MAXIMUM)	33.7'	25'
WATER	25'	25'
SIDE	2'	0'
MAX. LOT COVERAGE	42%	50%










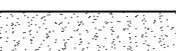
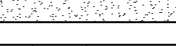

BUILDING HEIGHT: 28' - 7 ⁹/₆₄"

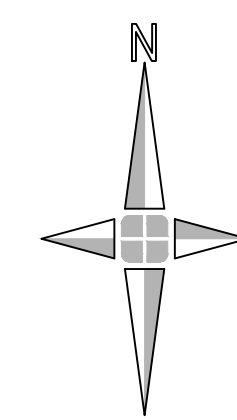
EXISTING
TOTAL AREA - 12,878 SF
IMPERVIOUS AREA - 3,819.64 SF, 29.7%
PERVIOUS AREA - 9,058.36, 70.3%

PROPOSED
IMPERVIOUS TOTAL - 6,728 SF, 52.2%
IMPERVIOUS PAVEMENT - 1,301 SF
IMPERVIOUS BUILDING - 5,427 SF

PERVIOUS TOTAL - 6,150 SF, 47.8%
PERVIOUS PAVEMENT - 1,400 SF
PERVIOUS GREEN SPACE - 4,750 SF

LEGEND

	PR VALVE AND BOX
	PR WATERMAIN
	PR CLEAN OUT
	PR SANITARY SEWER
	PR UNDERGROUND ELECTRIC SERVICE
	PR TRANSFORMER
	PR SPOT ELEVATION
	PR SWALE
	PR OPEN SPACE AREA
	PR CONCRETE WALK
	PR CONCRETE DRIVE
	PR PERMEABLE PAVERS



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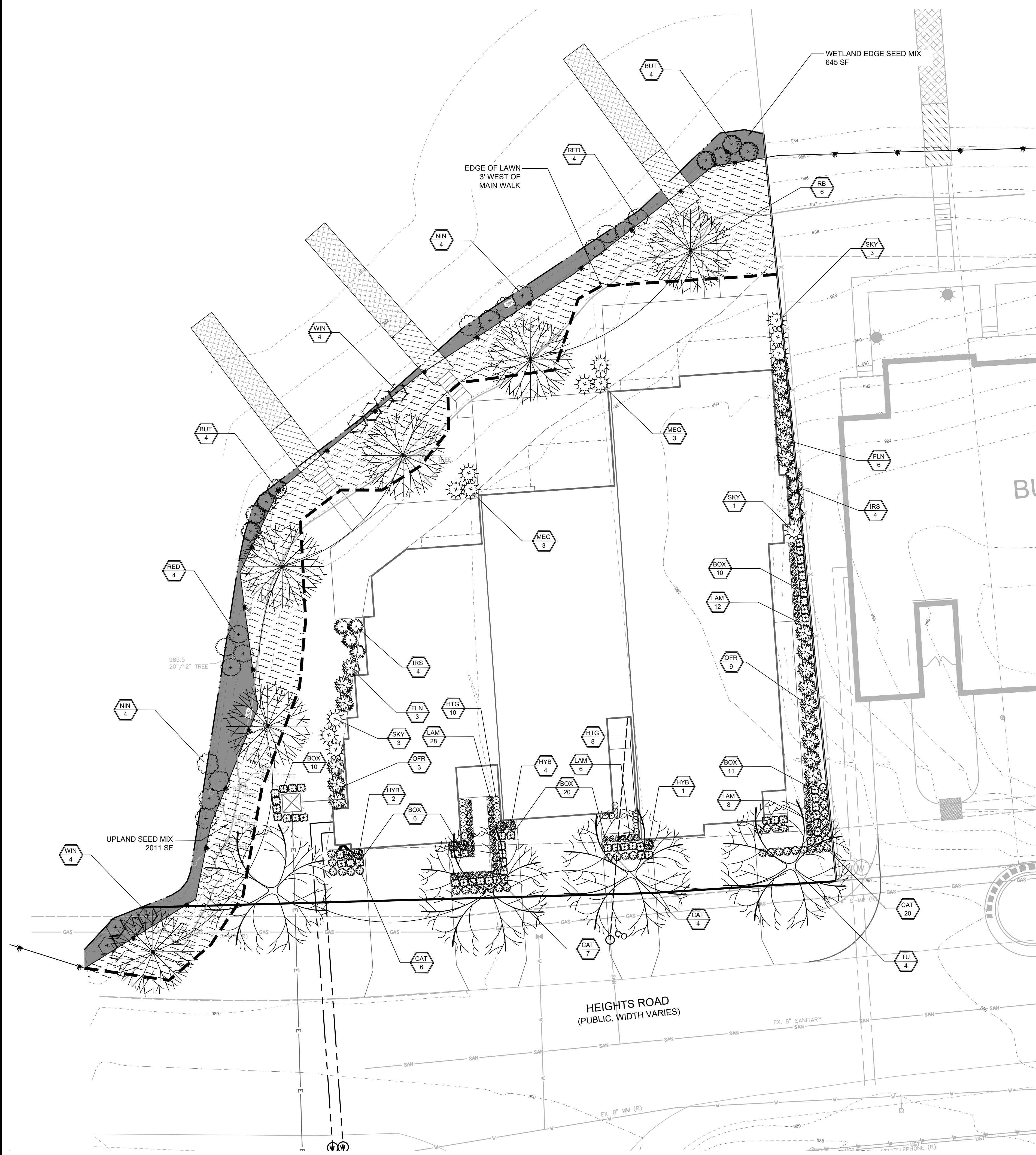
LANDSCAPE PLAN

SNUG HARBOR

VILLAGE OF LAKE ORION
OAKLAND COUNTY
MICHIGAN

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PLANT LIST: XXX

PERENNIALS:			SIZE	SYMBOL
NO	COMMON NAME	BOTANICAL NAME		
18	HORSETAIL GRASS	EQUISETUM HYEMALE	1 GAL POT	HTG
6	JAPANESE IRIS	IRIS ENSATA	1 GAL POT	IRS
7	STARRY STARRY NIGHT HIBISCUS	HIBISCUS STARRY STARRY NIGHT	1 GAL POT	HYB
12	OVERDAM FEATHER REED GRASS	CALAMAGROSTIS X ACUTIFLORA OVERDAM	3 GAL POT	OFR
54	ORCHID FROST LAMILLUM	LAMILLUM MACULATUM ORCHID FROST PPAF11122	1 GAL POT	LAM
47	PURRSIAN BLUE CATMINT	NEPETA FAASSENII 'PURRSIAN BLUE'	1 GAL POT	CAT

SHRUBS:

NO	COMMON NAME	BOTANICAL NAME	SIZE	SYMBOL
9	FINE LINE	RHAMNUS FRANGULA	5-6' HT. B&B	FLN
57	SPRINTER JEWBOX	BUXUS MICROPHYLLA 'BULTHOUSE' PP25896	30" DIA. B&B	BOX
8	SKYROCKET PINWOOD	JUNIPERUS SCOPULORUM 'SKYROCKET'	5' HT. B&B	SKY
8	BUTTONBUSH	CEPHALANTHUS OCCIDENTALIS	1 GAL. POT	BUT
8	RED-OSIER DOGWOOD	CORNUS STOLONIFERA	1 GAL. POT	RED
8	NINEBARK	PHYSCARPUS OPIULIFOLIUS	1 GAL. POT	NIN
8	WINTERBERRY	ILEX VERTICILLATA	1 GAL. POT	WIN

TREES:

NO.	COMMON NAME	SIZE	SYMBOL
4	ARNOLD TULIP TREE	3" CAL. B&B	TU
6	RIVER BIRCH	3" CAL. B&B	RB

WETLAND EDGE SEED MIX:

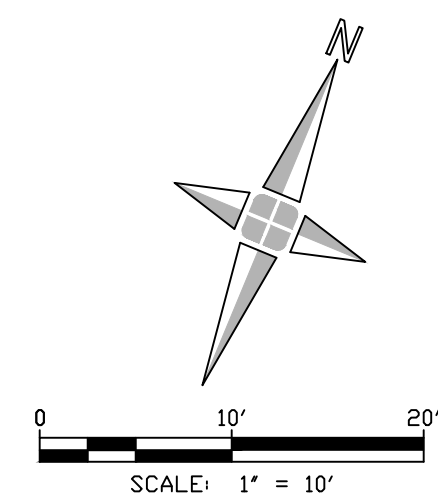
SEDGES AND GRASSES:	
CAREX CRISTATELLA	CRESTED OVAL SEDGE
CAREX LURIDA	SEDGE
CAREX VULPINOIDES	SPIDERWORM SEDGE
ELEOCHARIS PALUSTRIS	POKEWEE
SCIRPUS BACILLATUS	FOUR CORN
GLYCERIA STRIATA	WINDMILL RYE
LEERSIA ORYZOIDES	FOWL MANNA GRASS
SCIRPUS TOPIVIRENS	REEF CUTGRASS
SCIRPUS CYPERNUS	GREEN BULRUSH
SPARGANIUM EURYCARPUM	WOOFGRASS
	BURRED
TEMPORARY GRASSES:	
ARENA SATIVA	COMMON OATS
LOLIUM MULTIFLORUM	ANNUAL RYE
FORBS:	
ACORUS CALAMUS	SWEET FLAG
BERBERIS ALTERNIFOLIA	WINGSTEM
ALISMA SP.	WATER PLANTAIN
SAURURUS CARNATUS	SWAMP MILKWEED
ASTER PUNICEUS	BRISTLY ASTER
BIDENS SP.	BEGGAR'S TICK
HELIOPSIS AUTUMNALE	SWEETZEEZ
IRIS VIRGINICA	BLUE FLAG IRIS
LAGARIS ARBORESCENS	GREAT BLUE BELGIE
PETLANDIA VIRGINICA	ARROW ARUM
RUBRICKIA LACINATA	WILD GOLDEN GLOW
SAGITTARIA ARIFOLIA	ARROWHEAD
SPARGANGLIS	WILD SENNIA
CASSIA HEBECARPUS	LEAF MEADOW RUE
TRICHOCLADUS	VERVAIN
VERBENA HASTATA	

UPLAND SEED MIX:

BOTANICAL NAME	COMMON NAME
PERMANENT GRASSES/SEDGES	
CALAMAGROSTIS CANADENSIS	BLUEJOINT GRASS
CAREX GRACILESTELLA	CRESTED OVAL SEDGE
CAREX LURIDA	BUTTERBRUSH SEDGE
CAREX SP.	PHRAISE SEDGE SPECIES
CAREX VULPINOIDEA	COMMON FOX SEDGE
ELYNUS CANADENSIS	BROWN FOX SEDGE
ELYNUS VIRGINICUS	CANADA WILD RYE
GLYCERIA STRIATA	VIRGINIA WILD RYE
JUNCUS CRISTATUS	POW. MANNA GRASS
JUNCUS TENUATUS	COMMON RUSH
JUNCUS TENUATUS	PATH RUSH
TEMPORARY COVER	
AVENA SATIVA	COMMON OAT
FORBS	
ALISMA SUBCORNIFOLIA	COMMON WATER PLANTAIN
EUTHYMIA GRAMINIFOLIA	COMMON GRASS-LEAVED
GOLDENROD	
IRIS SP.	BLUE FLAG SPECIES
LIATRIS SPICATA	MARSH BLAZING STAR
LOBELIA SP.	GREAT BLUE LOBELIA
LYCOPUS AMERICANUS	COMMON WATER HOREHOUND
MIMULUS CRISTATUS	WHEAT-LEAF FLOWER
PHYCANTHETHEM VIRGINIANUM	COMMON MOUNTAIN MINT
RUDEBECKIA HIRTA	BLACK-EYED SUSAN
RUDEBECKIA HIRTA	BROWN-EYED SUSAN
ZIZIA AUREA	GOLDEN ALEXANDERS

NOTE:

1. NO EROSION CONTROL MATTING IS PERMITTED IN THE WETLAND AREAS PER EGLE PERMIT. EROSION CONTROL BLANKETS WITHOUT PLASTIC ARE ALLOWED IN THE UPLAND.
2. WATER'S EDGE SHRUBS PER EGLE PERMIT. ALTERNATE VARIETIES LISTED BELOW ARE ALLOWED IF NECESSARY DUE TO AVAILABILITY. QUANTITY OF SPECIMENS SHOULD BE THE SAME AND THERE SHOULD BE A MINIMUM OF THREE NATIVE SPECIES INSTALLED.



1025 East Maple Road
Suite 100
Birmingham, MI 48009
p (248) 852-3100
f (313) 962-5068
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VILLAGE OF LAKE ORION
OAKLAND COUNTY
MICHIGAN

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1. Plant materials shall be sound, healthy vigorous, free from plant diseases and insects or their eggs, and shall have normal, healthy root systems. Caliper measurements shall be taken 6" above the ground level. All other measurements shall be in accordance with the latest edition of "American Standard for Nursery Stock" (ANSI Z-60.1 + A3002004.)
2. Planting bed soil for annuals shall be screened topsoil. To deter weed growth during the establishment of annual, & perennial bed, apply a pre-emergent ('Preen' or equal) after planting 2-3 times per growing season, at a rate per recommendation of product manufacturer.
3. Planting pockets shall be no deeper than the height of the root ball, saucer shall be made on the edges of the plant pocket.
4. All tree wrap shall be removed upon planting.
5. Mulch shall be shredded hardwood bark, free from deleterious materials and suitable as a top dressing of planting beds and individual tree plantings.
6. Trees shall be mulched with minimum of 3" deep hardwood bark mulch.
7. Grass seed shall be certified turf grass seed complying with A.S.P.A. specifications, and free of weed seeds and undesirable native grasses. Seeded areas shall not be permitted to dry out. All lawn areas shall be fertilized and watered as required during the first growing season to maintain a dense and vigorous growing lawn.
8. Plants shall be guaranteed for two complete growing seasons (24 months). Dead material shall be replaced as needed prior to the expiration of the guarantee period, in accordance with the local ordinance requirements.
9. Contractor shall provide in writing a list of recommended maintenance procedures for the first two (2) growing seasons.
10. Remove top 1/3 of burlap on root ball or all if wrapped in plastic covering and/or nylon cord.
11. Plants placed in compliance with the provisions of the local ordinance and shall be nursery grown, free of pests and diseases, hardy in this county, in conformance with the standards of the American Association of Nurserymen, and shall have passed inspections required under state regulations. In addition, plant materials shall conform to the standard of the county cooperative extension service.

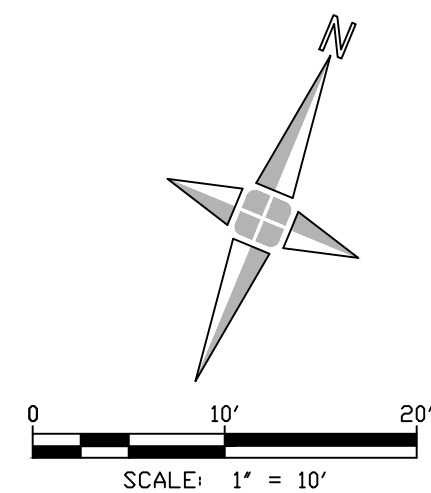


1. All Construction shall conform to the current standards and specifications of local ordinances.
2. All areas not built, landscaped, or paved upon shall be seeded or sodded. Terra seed system or approved equal is encouraged.
3. Contractor to provide tree gaters, one per tree as shown on plan, to convey water for the first two years.
4. Two (2) year guarantee period begins at Final Inspection of landscape material by the City's representative, a landscape architect or nurseryman, and prior to the authorization of the occupancy permit. This is the first of two (1 of 2) required City inspections of the Landscape Plan installation.
5. Building Department will not release construction bonds until City approved landscape architect or nurseryman has inspected the site and approved the installation of landscape plants. Final bond will not be released until the two (2) year guarantee expires and final inspection is made.
6. Owner is then responsible for care and maintenance of all plants upon return of bonds. All plant material is to be maintained for the natural life of the plant. No removal of any plants material is permitted without replacement.

It shall be the responsibility of the landscape contractor to program and periodically adjust the irrigation system (provided by others) as required to ensure delivery of proper and adequate water supply to all plant material, and seeded lawn areas serviced by the same irrigation system, to ensure the establishment of healthy plant material and lawn for their first year of growth. Following the landscape contractor's two-year irrigation requirement period, the contractor shall provide the owner with suggested irrigation maintenance schedule for their use.



30% PERENNIAL RYGRASS
20% PARK KENTUCKY BLUEGRASS
45% CREEPING RED FESCUE
5% ANNUAL RYEGRASS
4*/1000 S.F. SEEDING RATE





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Landscape Architects

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Manager:	NS
Designer:	-
Quality Control:	MP
Section:	2

T-04-N R-10-E

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LIGHTING PLAN

SNUG HARBOR

VILLAGE OF LAKE ORION
OAKLAND COUNTY
MICHIGAN

Date:	08.05.2022
Scale:	
Sheet:	LI-1
Project:	20107.40

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Schedule								
Symbol	Label	Image	Quantity	Manufacturer	Catalog Number	Description	Wattage	Plot
	A		14	Lithonia Lighting	OLCS 8 DDB	OUTDOOR CAST SCONCE W/D3 FROSTED LENS; BROWN	8.93	 Max: 1660d
	B		4	Lithonia Lighting	CLF1 (40A19)	6\"/>	40	

Statistics			
Description	Symbol	Avg	Max
Property Line	+	0.1 fc	0.5 fc
Within Property Boundary	+	0.1 fc	0.9 fc

Mounting Height Note

Mounting height is measured from grade to face of fixture. Pole height should be calculated as the mounting height less base height.

General Note

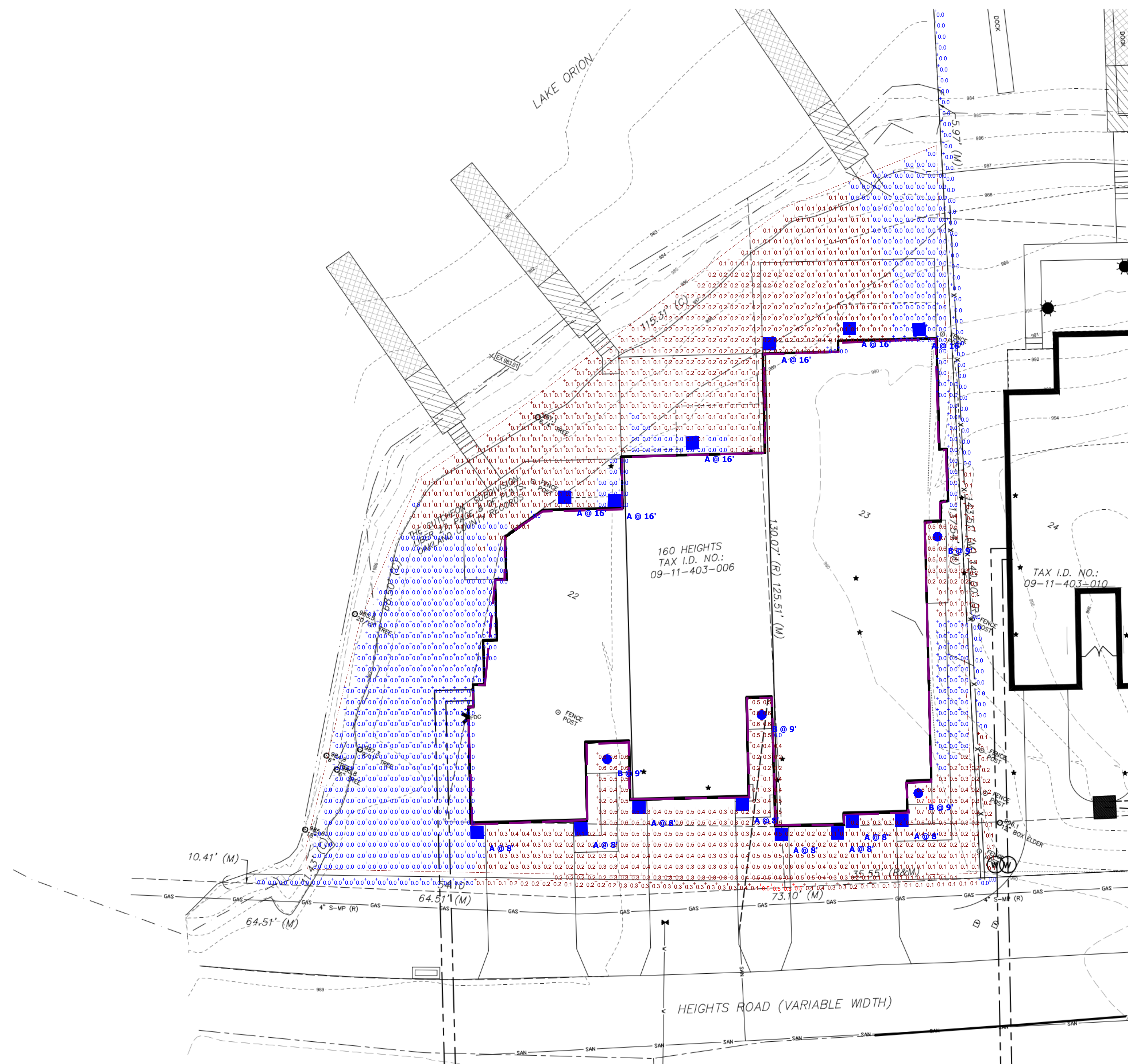
The Engineer and/or Architect must determine applicability of the layout to existing/future field conditions. This lighting layout represents illumination levels calculated from laboratory data taken under controlled conditions in accordance with illuminating engineering society approved methods. Actual performance of any manufacturer's luminaire may vary due to variation in electrical voltage, tolerance in lamps, and other variable field conditions. Mounting heights indicated are from grade and/or floor up.

These lighting calculations are not a substitute for independent engineering analysis of lighting system suitability and safety. The Engineer and/or Architect is responsible to review for Michigan Energy Code and Lighting Quality Compliance.

Unless exempt, project must comply with lighting controls requirements defined in ASHRAE 90.1 2013.

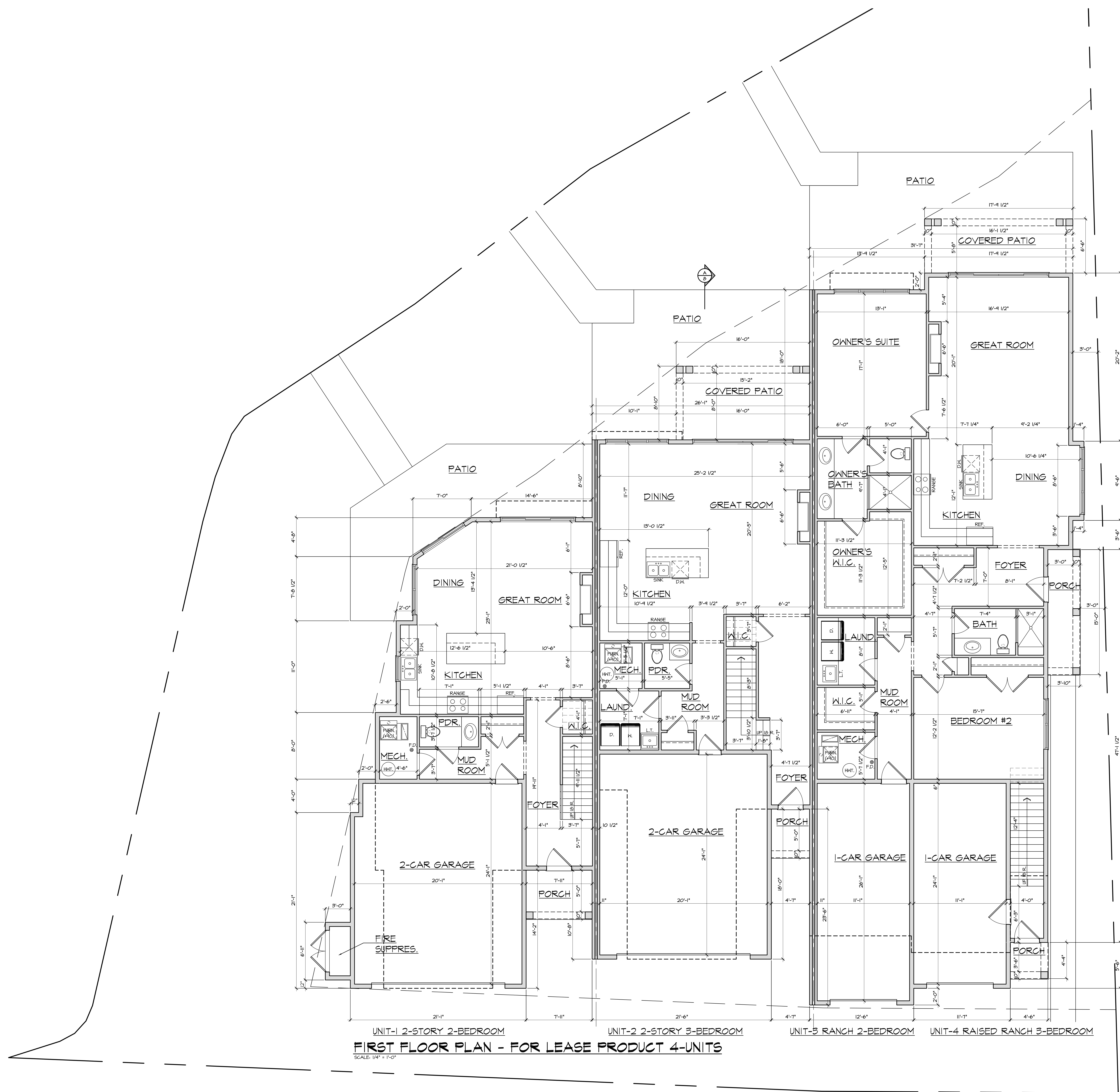
Drawing Note

Drawing Note
This drawing was generated from an electroinc image for estimation purpose only. Layout to be verified in field by others. Site to comply with all lighting requirements.



Plan View

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UNIT-1 2-STORY 2-BEDROOM
UNIT-2 2-STORY 3-BEDROOM
UNIT-3 RANCH 2-BEDROOM
UNIT-4 RAISED RANCH 3-BEDROOM
FIRST FLOOR PLAN - FOR LEASE PRODUCT 4-UNITS
SCALE: 1/4" = 1'-0"

**UNIT #1 2-STORY
2 BEDROOM
SQUARE FOOTAGE**
1ST FLOOR = 897 SQUARE FEET
2ND FLOOR = 1026 SQUARE FEET
TOTAL = 1923 SQUARE FEET

**UNIT #2 2-STORY
3 BEDROOM
SQUARE FOOTAGE**
1ST FLOOR = 1020 SQUARE FEET
2ND FLOOR = 1191 SQUARE FEET
TOTAL = 2211 SQUARE FEET

**UNIT #3 1-STORY
2 BEDROOM
SQUARE FOOTAGE**
1ST FLOOR = 1806 SQUARE FEET

**UNIT #4 2ND STORY
3 BEDROOM
SQUARE FOOTAGE**
1ST FLOOR = 195 SQUARE FEET
2ND FLOOR = 2068 SQUARE FEET
TOTAL = 2263 SQUARE FEET

ALL WINDOW NUMBERS REFER TO GENERIC
SIZES (NO SPECIFIC MANUFACTURER)
EXAMPLE:
2040-2 = 2'-0" X 4'-0", 2-WIDE WINDOW UNIT

ALL DOOR NUMBERS REFER TO GENERIC
SIZES (NO SPECIFIC MANUFACTURER)
EXAMPLE:
3080 = 3'-0" X 8'-0"

NOTE:
ALL FIRST FLOOR CEILING
HEIGHTS TO BE 10'-1 1/8" HIGH
UNLESS NOTED OTHERWISE.

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SNUG HARBOR
4-UNIT BUILDING

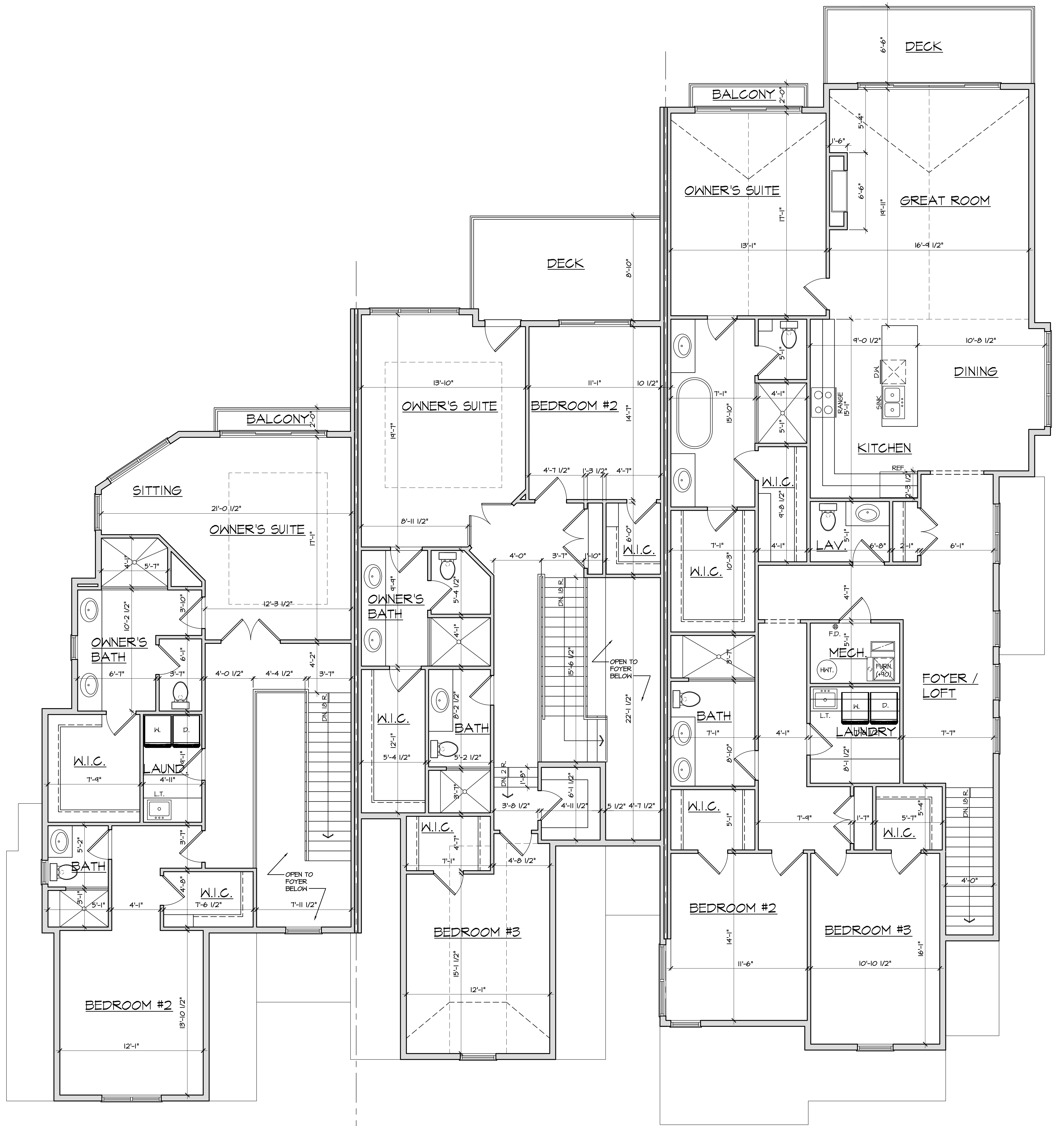
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Permit:
Final Set:
Revisions:

Drawn: B.H.
Checked: X.X.
Job No.

24010
Sheet No.

1 OF 5

LIFESTYLE BY DESIGN



UNIT-1 2-STORY 2-BEDROOM UNIT-2 2-STORY 3-BEDROOM UNIT-3 RANCH 2-BEDROOM UNIT-4 RAISED RANCH 3-BEDROOM
SECOND FLOOR PLAN - FOR LEASE PRODUCT 4-UNITS
SCALE: 1/4" = 1'-0"

NOTE:
ALL SECOND FLOOR CEILING
HEIGHTS TO BE 11'-0" HIGH
UNLESS NOTED OTHERWISE.

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Sheet No.: **2 OF 5**

LIFESTYLE BY DESIGN



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4-UNIT BUILDING

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Job No.

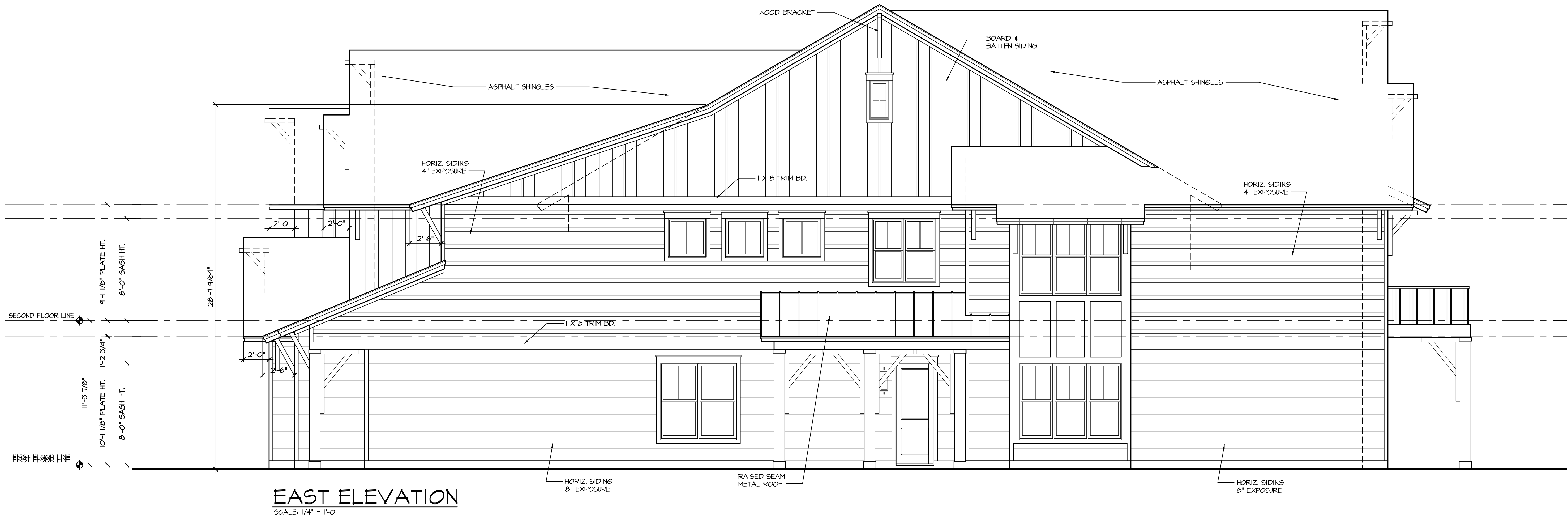
24010

Sheet No.

3 OF 5

LIFESTYLE BY DESIGN





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SNUG HARBOR
4-UNIT BUILDING

Review Set: 02/21/24
Permit:
Final Set:
Revisions:

Drawn: B.H.
Check: X.X.
Job No.

24010
Sheet No. 5 OF 5

LIFESTYLE BY DESIGN

MCKENNA

April 23, 2024

Planning Commission
Village of Lake Orion
21 E. Church St.
Lake Orion, MI 48362

Subject: VLO-24-01 Snug Harbor (160 Heights Road), Site Plan Review #2

Dear Commissioners:

Snug Harbor (the "Project") is a site plan application for a four-unit multiple-family development at 160 Heights Road, developed by Snug Harbor Orion, LLC (the "Applicant"), a subsidiary of Mocerri Companies. The Project is located on one parcel (09-11-403-006) north of Heights Road and west of Broadway (M-24). The approximate parcel location is shown below in the yellow outline. The Project scope includes the following:

- Demolition of primary commercial structure and two accessory buildings;
- Construction of two (2) townhomes and two (2) stacked flats for a total of four (4) dwelling units;
- General site improvements such as landscaping, lighting, interior sidewalk, utilities, etc.



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SUMMARY OF COMPLIANCE

Ordinance Standards	Compliance	Comments
1. Required Information	Complies.	See Item #1
2. Use & Harmonious Design	<u>May comply</u>	<u>MU zoning and use clarification; see Item #2.</u>
3. Dimensional Standards	Complies	See Item #3.
4. Natural Features / Landscaping	<u>May comply</u>	<u>Corrections and waiver required. See item #4.</u>
5. Access & Circulation	<u>Does not comply</u>	<u>Pedestrian access (sidewalks) required. See Item #5.</u>
6. Parking & Loading	<u>Does not comply</u>	<u>Additional off-street parking required; See Item #6.</u>
7. Building Design & Architecture	<u>May comply</u>	<u>Applicant to provide materials and renderings to PC. See Item #6.</u>
8. Engineering / SWM	Complies	See Engineer's report dated April 23, 2024.
9. Lighting	Complies	See item #9.

RECOMMENDATION

We recommend the Planning Commission approve the site plan for the 4-unit multi-family development known as "Snug Harbor, located at 160 Heights Road, provided that:

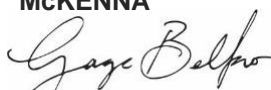
- The landscape plan is corrected.
- The Planning Commission grants a waiver from landscape diversity requirements.
- The required pedestrian connections are provided.
- Additional off-street parking is provided **OR** the Planning Commission approves a lesser parking requirement **OR** the Planning Commission approves the off-site parking conditioned upon proper authorization being received from Village Council.
- The Planning Commission approves of the proposed renderings and materials.

The Planning Commission should also advance a zoning amendment clarifying multiple family residential development as a permitted use by-right within the MU District.

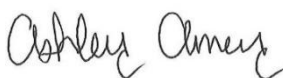
If you have any questions, please do not hesitate to contact us. Thank you.

Respectfully submitted,

McKENNA



Gage Belko, AICP
Associate Planner



Ashley E. Amey
Assistant Planner

CC: Village Manager, Mr. Darwin McClary (mcclaryd@lakeorion.org)
Village Clerk, Ms. Sonja Stout (stouts@lakeorion.org)
21 E. Church Street, Lake Orion, MI 48362

Site Plan Review

Standards for Site Plan Approval are set forth by [Article 19: Administrative Procedures and Standards](#). This project is reviewed against the Village's [Zoning Ordinance](#), Master Plan, existing site conditions, and sound planning and design principles.

Underlined text denotes items that require additional information, consideration, or a waiver from the Code.

We offer the following comments for your consideration:

1. REQUIRED INFORMATION

Section 19.02(D) lists the information required of all site plans undergoing Planning Commission review; the applicant has provided the required information.

2. USE & HARMONIOUS DESIGN

Zoning Ordinance Standards: *All elements of the site must be harmoniously and efficiently designed in relation to the topography, size, and type of land, and the character of the adjacent properties and the proposed use. The site will be developed so as not to impede the normal and orderly development or improvement of surrounding properties for uses permitted on such property.*

Findings: The site is zoned the MU, Mixed Use District where, per section 9.02(A.10), single-family and multiple-family dwelling units are permitted when located above the ground story and subject to the ground story being only a non-residential use. However, the Intent of Article 9: MU – Mixed Use District reads:

“...to promote compatible combinations of commercial, office, service, and residential development along M-24 south of Paint Creek to serve as a gateway into the DC, Downtown Center District. Office, commercial, and retail development should be located along M-24, with residential land uses located along the Lake to buffer existing single-family neighborhoods from the impacts of non-residential uses and M-24. Development in this district is intended to serve the nearby neighborhoods and is not intended to be highway-oriented in scale. Parking lots should not be exposed to view from M-24 or the Lake but, should be screened from these important frontages by buildings. Site design should maintain and enhance pedestrian and/or image connectivity to the Downtown area.”

We find the proposed multi-family use meets the intent and purpose of the Zoning Ordinance in buffering nearby single-family uses from extensive development along M-24; however, as written, multiple-family uses are not a permitted use within the MU, Mixed Use District *unless* located above the ground floor (ex: a mixed-use building with retail on the first floor or a live/work unit). The intent vs. standard has caused conflicting interpretations among staff, applicants, and reviewing bodies. Before approving the proposed site plan and associated residential-only use for Snug Harbor, the Planning Commission should advance an ordinance amendment to permit multi-family uses without a commercial component by-right in the MU District and clarify corresponding density requirements. This will serve to better meet the intent of the MU District, support high-quality residential development, and reduce conflicts of interpretation.

3. DIMENSIONAL STANDARDS

Zoning Ordinance Standards: The site plan must comply with the district requirements for minimum floor area, height of building, lot size, yard space, density and all other requirements as set forth in the Schedule of Regulations.

Findings: The Project complies with the dimensional standards of the MU, Mixed Use District. The table below outlines the dimensional standards required and whether compliance has been met:

Dimensional Measurement	Required	Proposed	Comments
Max. Density	15 DU / acre 4.4 DU on-site	4 DU / 0.296 acres	Complies.
Front Yard Setback (Build-To Line)	10' (min) 25' (max)	10' (min)	Complies.
Min. Side Yard Setback (both)	0'	2' (east) 25' (west)	Complies.
Min. Rear Yard Setback	25'	25'	Complies.
Min. Water Setback	25'	25'	Complies.
Min. Floor Area: 2-Bedroom Unit	800 sq. ft.	>800 sq. ft.	Complies.
Max. Building Height**	36'	28' 7 9/64	Complies.
Max. Lot Coverage (by structures)	50%	42%	Complies.

4. NATURAL FEATURES, SCREENING & LANDSCAPING

Zoning Ordinance Standards: The existing natural landscape shall be preserved in its natural state as much as possible, by minimizing tree and soil removal and by topographic modifications that result in maximum harmony with adjacent properties.

There must be reasonable visual and sound privacy. Fences, walks, barriers, and landscaping must be used, as appropriate, for the protection and enhancement of property and the safety and privacy of occupants and users.

Findings:

Landscaping and Plant Material. The applicant has provided a landscaping plan on sheets L1 and L2. The following landscaping and screening standards are relevant to this Project:

Plant Materials and Landscape Elements. The proposed plant materials and landscape elements must be of high quality, be of diverse species types, and follow the required plant material specifications. There remain minor discrepancies in plant material specifications (47 persian blue catmint are noted, but only 37 are shown on the plan; 57 sprinter boxwood are noted, but 47 are shown; "MEG" are noted on the plan but are not indicated within the plant list).

The Ordinance requires that no single plant species comprise more than 20% of any category of plant material. The landscaping plan does not meet this diversity requirement; however, we recommend that

the Planning Commission waive this requirement, consistent with other multifamily developments in the MU district, to promote a cohesive design within a smaller site.

Existing Plant Materials. The applicant indicates which plant materials are to be kept on Sheet L2, and which ones are to be removed on Sheet C2. The Applicant has made a sufficient attempt to preserve and incorporate existing plant materials into the new landscaping plan.

Common Open Space Area. Per section 9.03(C.6), a minimum area of 10% of the lot area must include site amenities (pocket parks, plazas, pedestrian areas) over and above the minimum landscape and open space Ordinance requirements. The applicant shows over 31% open space reserved.

Environmentally Sensitive Design. Per section 9.03(D) MU sites must incorporate environmentally sensitive design. In the revised submittal, the applicant shows pervious pavement for the proposed patios (while also noting infiltration can be hampered by heavy clay soils) and restoration of the natural lake edge, including native no-mow seed mix, to serve as natural pre-treatment of runoff before entering the Lake. We find the proposed interventions meet this standard of the Ordinance.

5. ACCESS & CIRCULATION

Zoning Ordinance Standards: *All buildings or groups of buildings shall be so arranged as to permit convenient and direct emergency vehicle access.*

The arrangement of public or common ways for vehicular and pedestrian circulation shall respect the pattern of existing or planned streets or pedestrian or bicycle pathways in the vicinity of the site. Streets and drives that are a part of an existing or planned street system serving adjacent developments shall be of an appropriate width to the volume of traffic they are planned to carry and shall have a dedicated right-of-way equal to that specified in a recognized source of reference.

Where the Planning Commission determines, after expert consultation, that public safety would be substantially promoted in a particular location by reducing the number of points of ingress and egress between private property and an adjoining highway, cross-access may be required. Shared drive approaches between adjoining parcels may also be permitted under this Section.

Findings:

Vehicular Access. Vehicular access to the site is provided from three driveways which extend from Heights Road to the garages, which face Heights Road. The existing curb cut on Heights Road will be eliminated as part of this project. Development standards in the MU District encourage cross-access between sites; given the size and characteristics of the site and surrounding neighborhood, we do not find this would serve public health, safety, or access. The site plan is subject to the standards of the Township Fire Marshal regarding emergency access and fire suppression. Curb cuts onto Heights Road are further subject to the review and approval of the Road Commission of Oakland County.

Boat Docks. For aquatic vehicles, the three docks currently on site will remain. There are 6 existing docks with 9 slips on site. Per Section 9.02(B)(9), one (1) boat slip is allowed per 15 feet of lake frontage. Any expansion of existing boat docks/slips would require special land use review and approval. The applicant proposes a total of 3 docks and 6 slips, which is a reduction of 3 docks and 3 slips.

Pedestrian Connectivity. Walkways are proposed from the driveways to the front doors and from the rear patios to the lakeside docks. Section 9.03(C.1) states that new development should be walkable and include pedestrian connections to the downtown center district and nearby neighborhoods. Further, MU District development standards specifically state pedestrian connections shall be provided within and between sites in the MU district; there is an opportunity to provide connections with the adjacent Mystic Cove development.

The applicant states the site's topography prevents sidewalk installation; this is not substantiated by the submitted drawings, which show an east to west elevation change of about one foot. Clearly defined pedestrian connections to Mystic Cove and across the site must be provided; this can be done within the site's boundaries or within the ROW after Council approval.

6. PARKING & LOADING

Zoning Ordinance Standards: *Off-street parking, loading, and unloading areas and outside refuse storage areas, or other storage areas that face or are visible from adjacent homes, or from public thoroughfares, shall be screened by walls, fencing or landscaping of effective height.*

Findings: Per Section 14.02, two parking spaces are required per dwelling unit. Both townhomes include a 2-car garage and both stacked flats include a 1-car garage; as proposed, there is not enough parking for the flats to the east. While there is a shared, paved driveway extending from the 1-car garages to the road, these are largely within the right of way and do not provide the necessary off-street parking required for the flats. The applicant states that this is common in surrounding neighborhoods. While this may be the case for existing homes, the standard for new construction requires that 10'x18' off-street parking spaces must be provided.

For multi-family developments, the Planning Commission may permit up to 50% of the required parking to be located off-site, within 300 feet of the site, with written agreement (14.01(A)(6). Because the applicant proposes parking within the Village right of way, the Council must agree to the use of this area for private residential parking. The Planning Commission may also approve a reduction in off-street parking requirements with satisfactory evidence provided by the applicant (14.02(B)(3).

7. BUILDING DESIGN & ARCHITECTURE

Zoning Ordinance Standards: *All buildings along the street frontage of the parcel shall have a primary entrance or entrances on the façade facing the street. All primary entrances must be accessible to pedestrians. Primary entrances should be highlighted through the incorporation of architectural features such as canopies, awnings, porticos, raised cornice parapets over the doors arches, large windows, or architectural details such as tile work and moldings that are integrated into the building structure and design.*

Building materials used on exteriors of new buildings shall be appropriate for the character and size of the proposed building, and shall complement the materials used on surrounding buildings and in the Village Downtown. Brick, stone, integrally colored architectural block are preferred building materials. Clapboard materials such as cement siding ("Hardy Plank" or similar) and shake shingles are encouraged as accent building materials. E.I.F.S. and metal may be acceptable as accent materials only, and should not comprise more than 20% of the wall area of any façade. Vinyl or metal siding is discouraged.

Findings:

Building Design. The proposed multi-family units have slightly varied front setbacks and façade elements, providing relief to the massing of the building. For the façade facing Heights Road, multiple gable roof segments, and material variation help ground the design and provide vertical interest. On the lakeside elevation, vertical interest is incorporated into the architecture with large windows, covered patios and balconies, material variation, and layered gable roof segments.

Building Materials. The proposed elevations feature material types; however, the material colors are not specified within the plans. The proposed materials include board and batten siding, horizontal siding, wood accents, and asphalt and metal roofing.

The applicant must specify material colors. This can be depicted with renderings and building elevations. Material samples and color elevations must be provided to and approved by the Planning Commission.

8. ENGINEERING / STORMWATER MANAGEMENT

Zoning Ordinance Standards: *Appropriate measures shall be taken to ensure that the removal of stormwater will not adversely affect adjoining properties or the capacity of the public storm drainage system and shall comply with State and Federal standards. Provisions shall be made for the construction of stormwater facilities, and the prevention of erosion and dust. Surface water on all paved areas shall be collected at intervals so that it will not obstruct the flow of vehicles or pedestrian traffic and will not create nuisance ponding in paved areas.*

Adequate services and utilities and improvements shall be available or provided, located and constructed with sufficient capacity and durability to properly serve the development. All utilities shall be located underground unless modified by the Planning Commission based on persuasive evidence provided by the applicant indicating it is not feasible to locate utilities underground. Where possible and practical, drainage design shall recognize existing natural drainage patterns.

Findings: Stormwater pre-treatment infrastructure is not proposed for this Project. All stormwater and utility requirements must be addressed to the satisfaction of the Village Engineer.

9. LIGHTING

Zoning Ordinance Standards: *Exterior lighting must be arranged so that it is deflected away from adjoining properties and so that it does not impede vision of drivers along adjacent streets.*

Findings: Sconces and downlights are proposed within the Project. Driveways and pedestrian walkways within the site are proposed to be adequately illuminated (see table).

Standards	Required	Proposed	Compliance
Max. Height of Light Fixtures	22' or height of building, whichever is less.	16'	Complies
Max. Illumination at Any Given Point	10 fc.	0.9 fc.	Complies
Max. Illumination at the Property Line	0.5 fc.	0.5 fc.	Complies



April 23, 2024

Gage Belko
Planning and Zoning Coordinator
Village of Lake Orion
21 E. Church St.
Lake Orion, MI 48362

Re: Snug Harbor
Site Plan Review #2
NFE Job No. 0039

Dear Mr. Belko:

We have reviewed the Site Plan for the above referenced site. Our review is consistent with the requirements of Article 19 of the Zoning Ordinance, Section D – Required Information, relevant sections of the Zoning Ordinance related to the zoning district, Title XV: Land Usage, of the Lake Orion Code of Ordinances, and sound engineering design principles. We offer the following comments:

Density / Overall Concept:

1. For Planning Commission consideration: the site is zoned MU, Mixed Use, but is designed using RM district density (higher than MU density) while utilizing MU setbacks (less than RM setbacks). This feature of the current Zoning regulations allows increased density in MU sites that provide only residential (no mixed) uses without providing the non-residential features contemplated in the MU zoning designation.
2. As revised, the site proposes building coverage of ~42% (50% maximum allowed), with approximately 52.2% impervious area total. The size of this site is less than 1 acre, and the developer is not proposing stormwater detention. The proposed stormwater management features include pervious pavement and native, no-mow plant mix along the shoreline. In this instance, we find that the design has met the intent of the Village's adopted stormwater management ordinance provisions for improving water quality and decreasing stormwater runoff via pre-approved Best Management Practices (BMP).

Plan Contents:

3. The plans show updated property lines and the response letter states that this is the final boundary. It appears that the buildings meet the minimum required front yard setback of 10'.
4. Parking counts are required to be "off-street" parking; the 10' front setback means half the driveway length is located within the street, not off-street, which thus does not meet the Zoning Ordinance required parking count.
5. The landscape plan indicates plantings outside the area identified as the final boundary. If this is acceptable to the Village, landscaping in this area will require Road Commission approval for work in the Heights Road right-of-way.
6. The site does not provide pedestrian access along Heights Road. The design engineer has stated that there is "little room for a walk outside the pavement", presumably to the west of this site. The topographic survey does not extend the required 50' beyond the property line to consider this statement. The Zoning Ordinance states that "sidewalks and other pedestrian connections shall be

provided within and between sites in the MU district." The word "shall" is prescriptive, thus connection to the Mystic Cove development at least is required by the Ordinance wording.

We have no objection to site plan approval subject to comments 4 thru 6, unless such comments are waived by or receive a variance from the Village.

We note that the unit floor plans are titled "For Lease Product" and thus assume these units would not be individually owned. If the units are to be developed as a condominium, Exhibit B documents must be submitted for review.

If you have any questions, please do not hesitate to call.

Sincerely,

Nowak & Fraus Engineers



Wendy E. Spence, PE
Senior Project Manager

CC: Wesley Sanchez, DPW Director
Todd Stanfield, LOPD
John Pender, Assistant Chief, Orion Township Fire Department
Jeffrey Williams, Fire Marshall, Orion Township Fire Department
David Goodloe, Building Official, Orion Township
Sonja Stout, Clerk, Lake Orion

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Charter Township of Orion

3365 Gregory Rd., Lake Orion MI 48359
www.oriontownship.org

Section 8, Item A.

Fire Department

Phone: (248) 391-0304, ext. 2000

Fax: (248) 309-6993

To: Darwin McClary, Village Manager
From: Jeff Williams, Fire Marshal
Re: Snug Harbor Site Plan Review
Date: 4/15/2023

The Orion Township Fire Department has completed its review of the Snug Harbor Application for the limited purpose of compliance with the Village of Lake Orion's Ordinance's, Michigan Building Code, and all applicable Fire Codes.

Based upon the application and documentation provided, the Fire Department has the following recommendation:

X Approved
 Approved with Comments (See below)
 Not approved

Comments: None at this time

This approval is limited to the application and materials reviewed which at this time do not raise a specific concern with regard to location and/or impact on health and safety. However, the approval is conditioned upon the applicant providing sufficient additional information at time of building permit application that includes data or documents, confirming full compliance with all applicable building codes, fire codes and Township Ordinances.

If there are any questions, the Fire Department may be reached at 248-391-0304 ext. 2004.

Sincerely,

Jeffrey Williams

Jeff Williams, Fire Marshal
Orion Township Fire Department



May 1, 2024

Village of Lake Orion
21 E. Church Street
Lake Orion, MI 48362

Attn: Mr. Gage Belko

GW# 20107.40

Re: Snug Harbor Site Plan Review #1
NFE Job No. 0039

Dear Mr. Belko,

Please see the attached revised site plan documents addressing the review comments from McKenna review letter dated March 26, 2024, Nowak and Fraus's review letter dated March 20, 2024, and Orion Township Fire Department review letter dated March 21, 2024 (responses are *italicized*):

McKenna Review Letter

1. Before approving the proposed site plan and associated residential-only use for Snug Harbor, the Planning Commission should advance an ordinance amendment to permit multi-family uses without a commercial component by-right in the MU District and clarify corresponding density requirements. This will serve to better meet the intent of the MU District, support high-quality residential development, and reduce conflicts of interpretation.
This issue was already addressed with the approval of Starboard.
2. There remain minor discrepancies in plant material specifications (47 persian blue catmint are noted, but only 37 are shown on the plan; 57 sprinter boxwood are noted, but 47 are shown; "MEG" are noted on the plan but are not indicated within the plant list).
Landscape plans will be revised.
3. The landscaping plan does not comply with this diversity requirement; however, we recommend that the Planning Commission waive this requirement, consistent with other multifamily developments in the MU district, to promote a cohesive design within a smaller site.
As was the case with Starboard, this is a small site where diversity requirements would not allow for a cohesive design. We request a waiver.
4. The site plan is subject to the standards of the Township Fire Marshal regarding emergency access and fire suppression. Curb cuts onto Heights Road are further subject to the review and approval of the Road Commission of Oakland County.
Fire Marshal has provided a letter of approval for this development. We have submitted a conceptual review to the RCOC and no major comments were received. We will submit for permits with the RCOC after site plan approvals.
5. There is an opportunity to provide connections with the adjacent Mystic Cove development. The applicant states the site's topography prevents sidewalk installation; this is not substantiated by the submitted drawings, which show an east to west elevation change of about one foot. Clearly defined pedestrian connections to Mystic Cove and across the site must be provided; this can be done within the site's boundaries or within the ROW after Council approval.
Since there will be no existing connections on either side of the walk, developer would like to propose to pay into a village infrastructure fund for future construction when connecting walks are constructed.

6. While there is a shared, paved driveway extending from the 1-car garages to the road, these are largely within the right of way and do not provide the necessary off-street parking required for the flats. The applicant states that this is common in surrounding neighborhoods. While this may be the case for existing homes, the standard for new construction requires that 10'x18' off-street parking spaces must be provided. For multi-family developments, the Planning Commission may permit up to 50% of the required parking to be located off-site, within 300 feet of the site, with written agreement (14.01(A)(6)). Because the applicant proposes parking within the Village right of way, the Council must agree to the use of this area for private residential parking. The Planning Commission may also approve a reduction in off-street parking requirements with satisfactory evidence provided by the applicant (14.02(B)(3)).
We request a waiver from the planning commission for this requirement.
7. The applicant must specify material colors. This can be depicted with renderings and building elevations. Material samples and color elevations must be provided to and approved by the Planning Commission.
A rendering will be provided, and material samples will be provided to the planning commission.

Nowak Fraus Review Letter

Density/Overall Concept:

1. For Planning Commission consideration: the site is zoned MU, Mixed Use, but is designed using RM district density (higher than MU density) while utilizing MU setbacks (less than RM setbacks). This feature of the current Zoning regulations allows increased density in MU sites that provide only residential (no mixed) uses without providing the non-residential features contemplated in the MU zoning designation.
As per previous review information, the zoning ordinance points to the RM district for density for sites that are strictly residential.
2. As revised, the site proposes building coverage of ~42% (50% maximum allowed), with approximately 52.2% impervious area total. The size of this site is less than 1 acre, and the developer is not proposing stormwater detention. The proposed stormwater management features include pervious pavement and native, no-mow plant mix along the shoreline. In this instance, we find that the design has met the intent of the Village's adopted stormwater management ordinance provisions for improving water quality and decreasing stormwater runoff via pre-approved Best Management Practices (BMP).
Acknowledged.

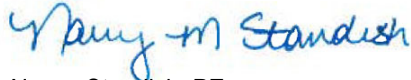
Plan Contents:

3. The plans show updated property lines and the response letter states that this is the final boundary. It appears that the buildings meet the minimum required front yard setback of 10'.
Acknowledged.
4. Parking counts are required to be "off-street" parking; the 10' front setback means half the driveway length is located within the street, not off-street, which thus does not meet the Zoning Ordinance required parking count.
We request a waiver from the planning commission from this requirement.
5. The landscape plan indicates plantings outside the area identified as the final boundary. If this is acceptable to the Village, landscaping in this area will require Road Commission approval for work in the Heights Road right-of-way.
Acknowledged.
6. The site does not provide pedestrian access along Heights Road. The design engineer has stated that there is "little room for a walk outside the pavement", presumably to the west of this site. The topographic survey does not extend the required 50' beyond the property line to consider this statement. The Zoning Ordinance states that "sidewalks and other pedestrian connections shall be provided within and between sites in the MU district." The word "shall" is prescriptive, thus connection to the Mystic Cove development at least is required by the Ordinance wording.

Since there will be no existing connections on either side of the walk, developer would like to propose to pay into a village infrastructure fund for future construction when connecting walks are constructed.

Please feel free to contact me if you have any questions.

Respectfully,
GIFFELS-WEBSTER



Nancy Standish, PE
Partner

Cc: Dominic F. Mocerì, Mocerì Companies (by email)
Dominick Tringali, Mocerì Companies (by email)