



Submitted to

## **Peninsula Township**

as a **Planned Unit Development**

a **Special Use** in the

**Suburban Residential (R-1C) Zoning District**

**Mansfield**  
CR  
Land Use Consultants

830 Cottageview Drive  
Traverse City, MI 49684  
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f 231.946.8926  
i www.maaeps.com

April 18<sup>th</sup>, 2016

Updated: 6/2/2016, 6/13/16, 12/27/16,  
1/9/17, 3/13/17



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## **Project Team**

### **Applicant:**

Vineyard Ridge, LLC  
Ken Schmidt, Owner  
522 East Front Street  
Traverse City, MI 49686  
Phone: (231) 883-3566  
Email: ken.schmidt@cbgreatlakes.com

### **Planning and Engineering Consultant:**

Mansfield Land Use Consultants  
Douglas Mansfield, President  
830 Cottageview Drive, Suite 201  
Traverse City, MI 49685  
Phone: (231) 946-9310  
Email: dougm@maaeps.com



March 13, 2017

Peninsula Township Planning Commission  
Brian VanDenBrand, Director of Planning and Zoning  
13235 Center Road  
Traverse City, MI 49686

**Dear Planning Commissioners,**

Mansfield Land Use Consultants is pleased to present the following revised submission for site plan review of a special use for the proposed Vineyard Ridge residential development.

The proposed Vineyard Ridge property is located in the southern portion of Peninsula Township between M-37 (Center Road) and Mathison Road. The property is 27.87 acres in size with over 90 vertical feet of elevation change, approximately 660 lineal feet of frontage on M-37, and approximately 1,085 lineal feet of frontage on Mathison Road. The applicant intends to develop a residential neighborhood on the property that complements surrounding development and provides significant public benefit through the dedication of open space to the Township.

The underlying R-1C zoning district's minimum lot size of 20,000 square feet would allow the development of up to 60 residential lots through a use-by-right subdivision plan. In an effort to limit the proposed development's impact on neighboring properties, preserve open space, and provide a different product to the local real estate market, Mr. Schmidt is proposing to develop the property as a Planned Unit Development (PUD). Utilizing the flexibility granted through the PUD process has allowed for the preservation of a 90-foot wide landscape buffer between proposed homes and existing homes on adjacent properties. Additionally, the compact form of the proposed building envelopes reduces the impact of the proposed residential uses on the site and neighboring properties.

This PUD proposal is for a 47-unit single-family residential community, a 1-unit reduction in the allowable PUD density of 48 units. The resulting development plans include a common pool and patio area.

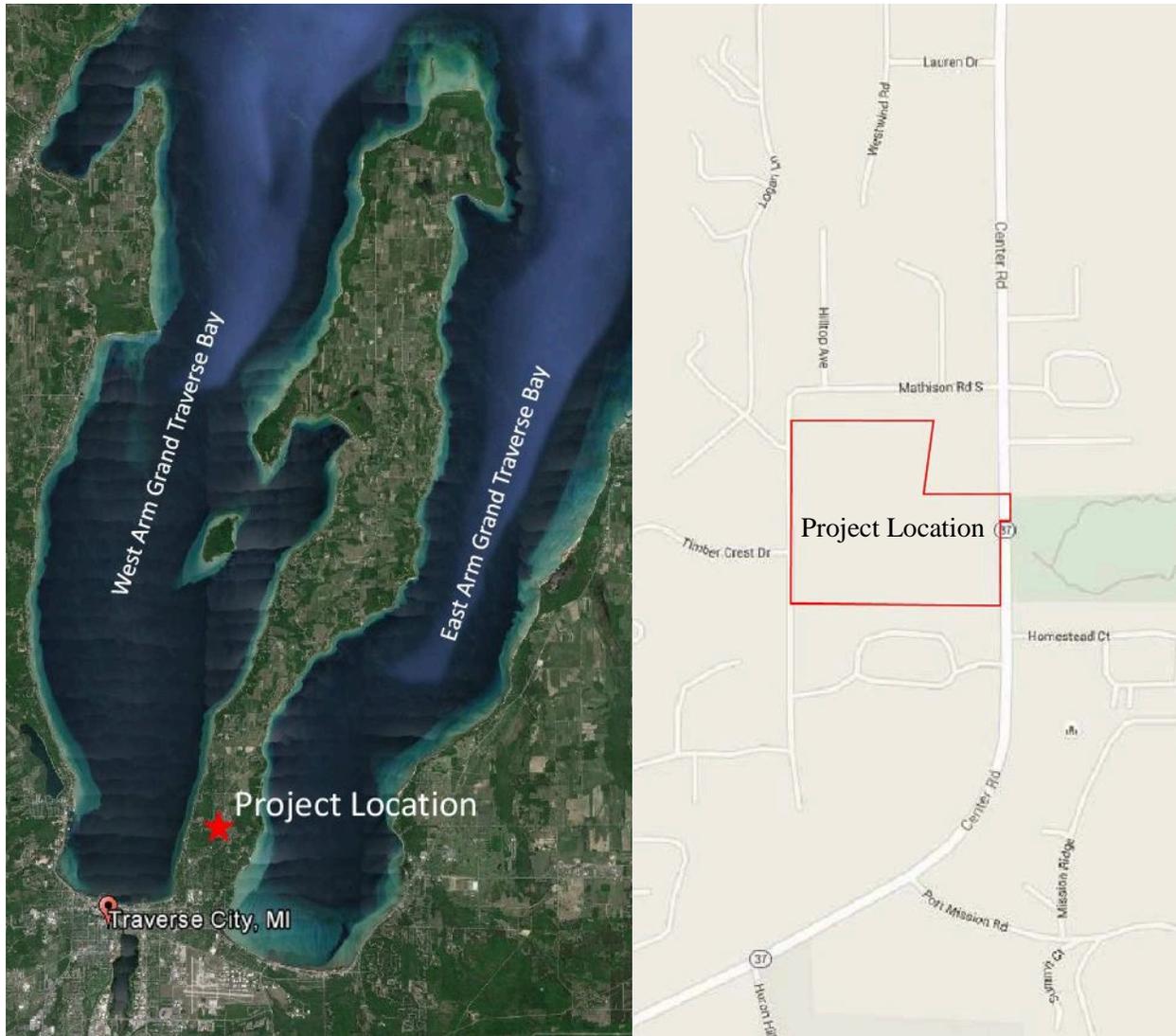
I look forward to the opportunity to present this project to you. Please feel free to contact me with any comments or questions.

Sincerely,

Dusty Christensen, LLA  
Mansfield Land Use Consultants

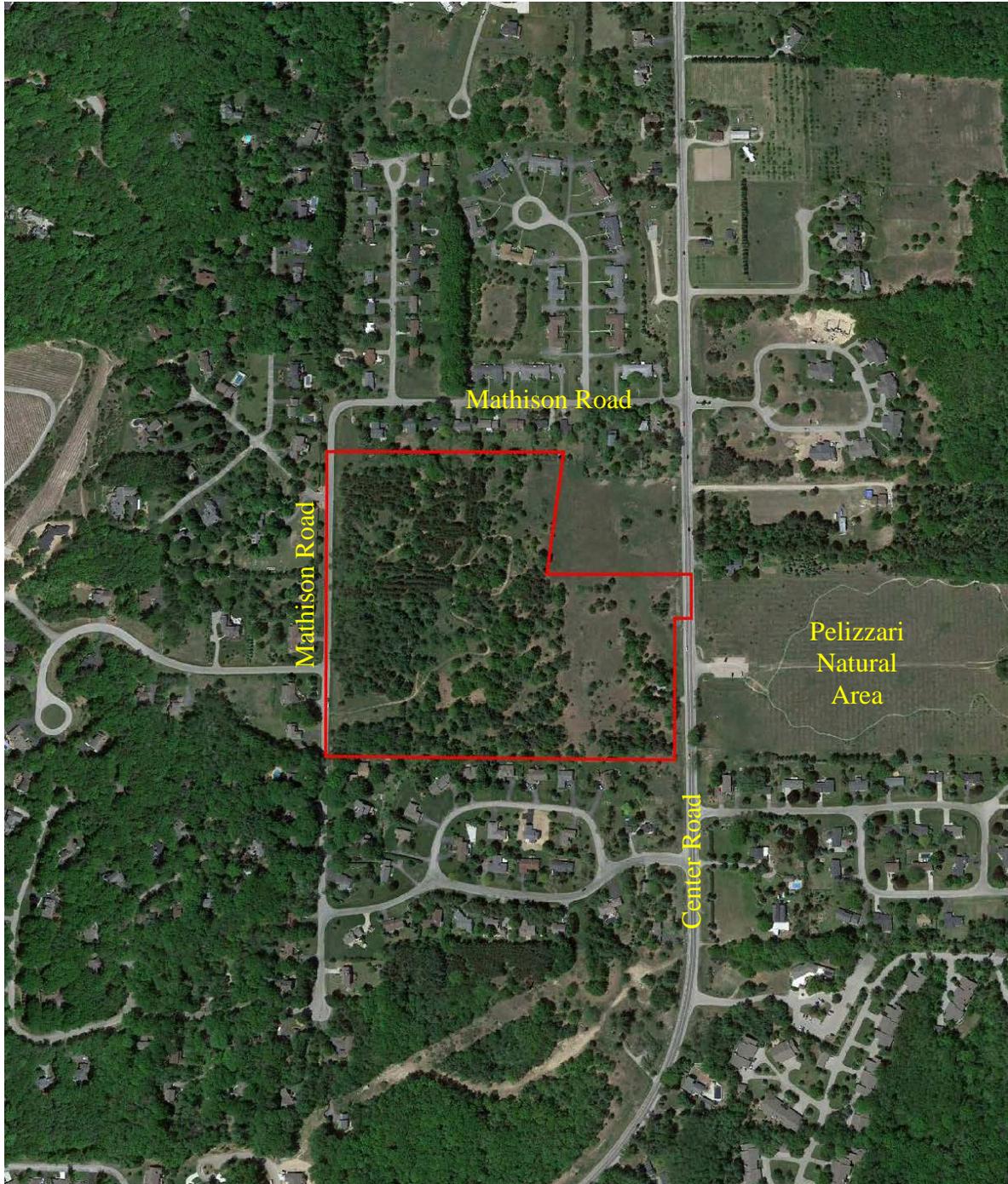
## Project Location

The proposed Vineyard Ridge residential development is located on the west side of M-37 (Center Road), between the Mathison Road and Wakulat Drive intersections.



## 2015 Aerial Photo

The most current available aerial photo shows the project site in its current condition, surrounding residential development, and the Pelizzari Natural Area across Center Road.



## USDA Soils Map

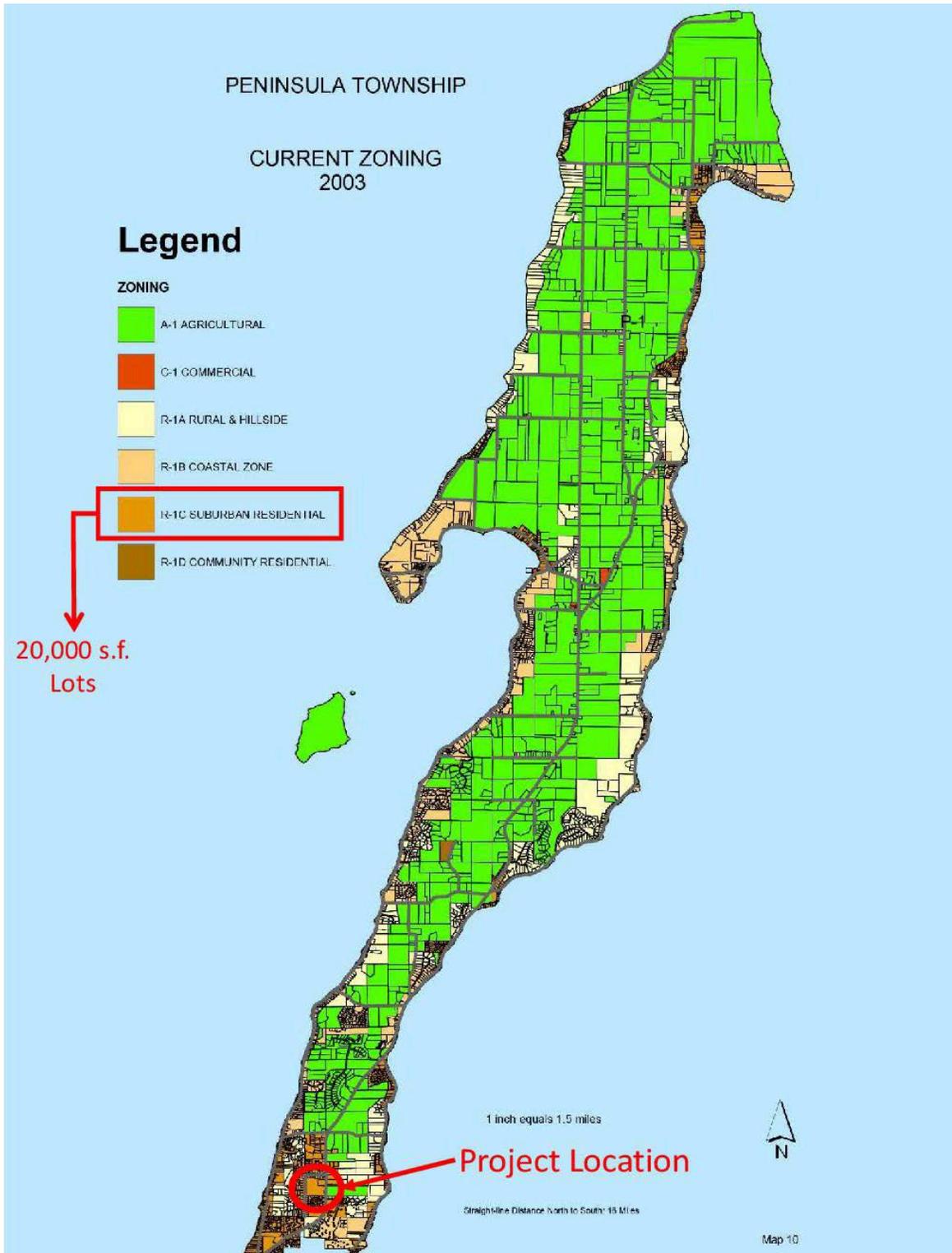
Most of the site consists of sandy soils, as shown on the USDA Soils Map below.



## USDA Soils Map Legend

Grand Traverse County, Michigan (MI055)			
Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
LkB	Leelanau-Kalkaska loamy sands, 2 to 6 percent slopes	12.4	44.2%
LkC	Leelanau-Kalkaska loamy sands, 6 to 12 percent slopes	7.9	28.1%
LkC2	Leelanau-Kalkaska loamy sands, 6 to 12 percent slopes, moderately eroded	1.2	4.2%
LkD2	Leelanau-Kalkaska loamy sands, 12 to 18 percent slopes, moderately eroded	5.2	18.6%
RcB	Richter loams, 2 to 6 percent slopes, overwash	1.4	4.9%
<b>Totals for Area of Interest</b>		<b>28.2</b>	<b>100.0%</b>

# Peninsula Township Zoning Map



### Site Inventory Maps



**Peninsula Township**  
Grand Traverse County  
Michigan

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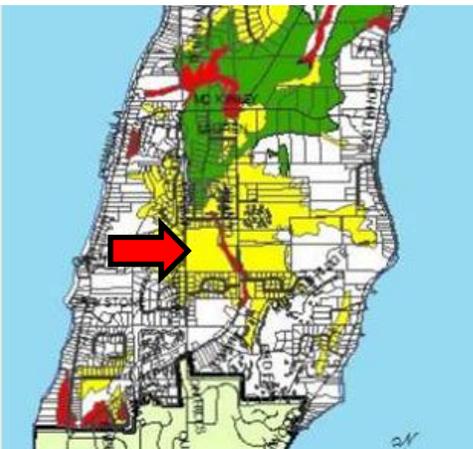
#### Existing Land Use Map - 4



**Peninsula Township**  
Grand Traverse County  
Michigan

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#### Scenic Viewshed Map - 7



**Peninsula Township**  
Grand Traverse County  
Michigan

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#### TART Cherry Inventory - 3



## Existing Conditions

### Open Fields

The eastern third of the site is predominantly open with scattered stands of evergreen and deciduous trees. The existing open fields do not possess any distinguishing characteristics or special features and will be partially utilized for home site development. Large portions of the existing open fields will be preserved as common open space in the proposed PUD and vineyard plantings are proposed on approximately 1.00 acres.



*Viewing west across the open eastern portion of the property towards the wooded western portion of the property.*

### Stands of Trees

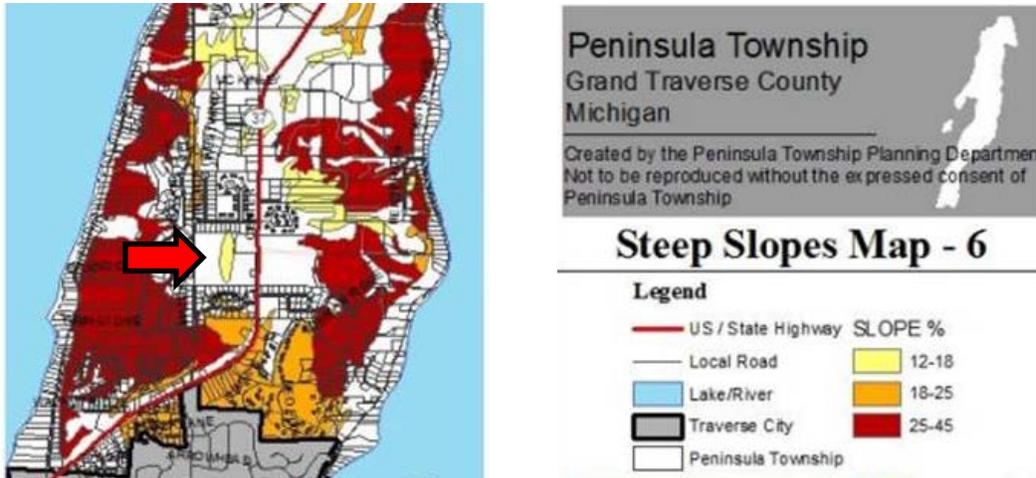
The western portion of the site is primarily wooded with a mix of deciduous and evergreen trees. The trees on site are primarily first generation successional growth, including poplar and pine. Due to the nature of the tree cover on the site, there are no significant specimen trees. A buffer along the perimeter of the site is proposed to screen and separate existing homes on adjacent properties from the proposed homes. This buffer is 90 feet wide along the perimeter of the property, except for one small 115'-long portion of the buffer along Center Road. The clearing of trees in the proposed buffer will be limited.



*Viewing north along Mathison Road on the property's west boundary. Existing trees will remain in a buffer along the perimeter of the property.*

### Topography

The western portion of the property is elevated above the lower, eastern portion of the property. The primary grade change between these two halves of the site takes place on a band of sloping ground that stretches north to south across the middle portion of the property. The general topographic conditions of the site, including the hill on the west side of the site, will remain in place with the proposed development. The existing slopes in the middle portion of the property create opportunities for walk-out basements and existing slopes (12-18%, as shown below) present little concern for landscape maintenance, as lawns with 20-30% slopes are still easily mowed.



*This Map shows the location of the slopes on the property.*



- TH#1  
0 - 10' TOPSOIL  
10' - 7' TAN SAND  
7' - 10' LIGHT SAND
- TH#2  
0 - 2' TOPSOIL  
2' - 6' TAN SAND  
6' - 9' LIGHT SAND
- TH#3  
0 - 10' TOPSOIL  
10' - 4' TAN SAND  
4' - 10' LIGHT SAND
- TH#4  
0 - 1' TOPSOIL  
1' - 5' BROWN SAND  
5' - 8' REDDISH SAND  
8' - 10' GRAVEL
- TH#5  
0 - 10' TOPSOIL  
10' - 4' REDDISH SAND  
4' - 8' LOAMY SAND  
8' - 10' GRAVEL
- TH#6  
0 - 6' TOPSOIL  
6' - 5' LOAMY SAND  
5' - 6' GRAVEL  
6' - 8' TAN SAND  
8' - 10' LIGHT SAND
- TH#7  
0 - 10' TOPSOIL  
10' - 5' LOAMY SAND  
5' - 7' LOAMY GRAVEL  
7' - 10' LIGHT SAND
- TH#8  
0 - 8' TOPSOIL  
8' - 4.5' REDDISH SAND  
4.5' - 8' LOAM  
8' - 10' LOAMY CLAY STONES

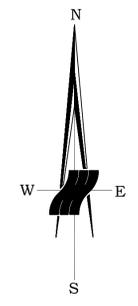
HELD CONCRETE MONUMENTS ON THIS LINE WITH SUPPORTING EVIDENCE FROM DEED RECORDED IN LIBER 1146, PAGE 607.

17' EASEMENT TO MICHIGAN BELL AS RECORDED IN LIBER 505, PAGE 694 & 695.

PARCEL HEREON IS SUBJECT TO AN EASEMENT TO CONSUMERS POWER COMPANY AS RECORDED IN LIBER 199, PAGE 593.

17' EASEMENT TO MICHIGAN BELL AS RECORDED IN LIBER 506, PAGE 917.

17' EASEMENT TO MICHIGAN BELL AS RECORDED IN LIBER 505, PAGE 694 & 695.



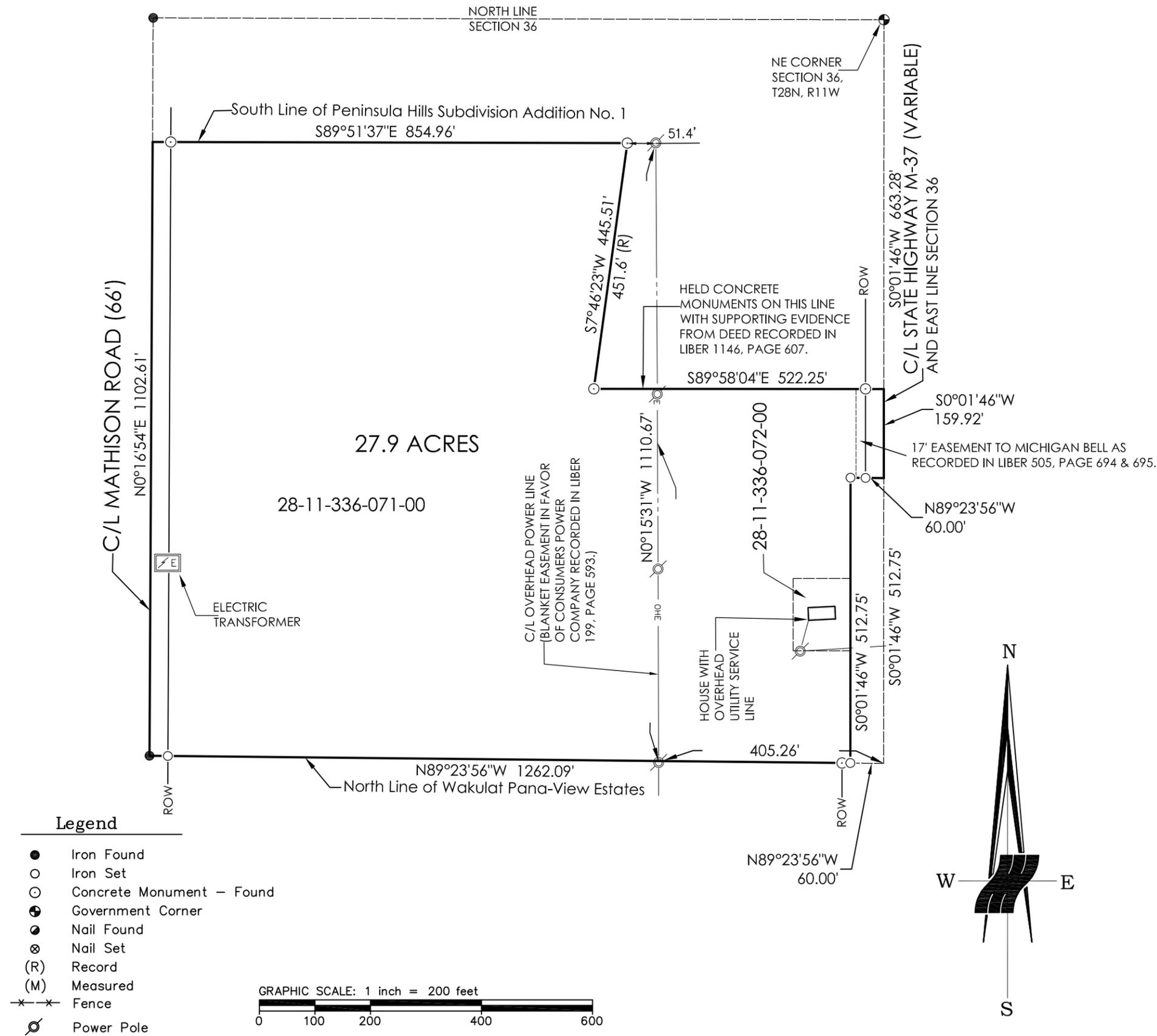
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**Mansfield**  
Land Use Consultants  
Planners - Civil Engineers - Surveyors

REV#	DATE	DES	CRN	CHK	DESC
0					Original design

**Vineyard Ridge**  
Topographic Survey  
Sec 36, Town 28 North, Range 11 West  
Peninsula, County, Michigan

P.M.: Project Manager  
DR.: MKG, CRD., CREATED: 4/14/16  
JOB NO.: 15119  
SHT 1 OF 1



**Property Description:**

That part of the northeast quarter of the northeast quarter of Section 36, Town 28 North, Range 11 West, Peninsula Township, Grand Traverse County, Michigan being more fully described as: Commencing at the northeast corner of said Section 36; thence S00° 01' 46"W along the east line of said Section 36, 663.28 feet to the Point of Beginning; thence S00° 01' 46"W, 159.92 feet; thence N89° 23' 56"W, 60.00 feet to the west right of way of Highway M-37; thence S00° 01' 46"W along said right of way, 512.75 feet; thence N89° 23' 56"W along the north line of Wakulat Pana-View Estates, 1262.09 feet; thence N00° 16' 54"E along the centerline of Mathison Road, 1102.61 feet; thence S89° 51' 37"E along the south line of Peninsula Hills Subdivision Addition No. 1, 854.96 feet; thence S07° 46' 23"W, 445.51 feet (previously recorded as 451.6 feet); thence S89° 58' 04"E, 522.25 feet to the point of beginning.

**Centerline Power Line Description:**

The centerline of an overhead power line in that part of the northeast quarter of the northeast quarter of Section 36, Town 28 North, Range 11 West, Peninsula Township, Grand Traverse County, Michigan being more fully described as: Commencing at the northeast corner of said Section 36; thence S00° 01' 46"W along the east line of said Section 36, 1335.95 feet; thence N89° 23' 56"W along the north line of Wakulat Pana-View Estates, 405.26 feet to the Point of Beginning of the power line centerline; thence N00° 15' 31"W along said power line centerline, 1110.67 feet to the Point of Ending.

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email: info@maeps.com

**Mansfield**  
Land Use Consultants  
Planners - Civil Engineers - Surveyors

REV	DATE	DES	BY	CHK	DESC
0					Original Design

Vineyard Ridge, LLC - Ken Schmidt  
**Boundary and Power Line Survey**  
Section 36, Town 28 North, Range 11 West  
Peninsula Township, Grand Traverse County, Michigan



**The Proposal Regulations Summary**

**Proposed Land Use:**

Vineyard Ridge is an Residential Planned Unit Development.

**Site Acreage Computation:**

Gross Parcel Acreage		
Center Road (no address)	(Tax ID 28-11-336-071-00)	27.57 acres
6867 Center Road	(Tax ID 28-11-336-072-00)	0.31 acres
		<b>27.87 gross acres</b>
<hr/>		
Existing Mathison Road Right-Of-Way (0.84 acres within property description)		-n/a
Existing M-37 Right-Of-Way (0.12 acres within property description)		-n/a
		<b>27.87 net acres</b>

**Underlying Zoning:**

R-1C, Suburban Residential (27.87 acres at 20,000 s.f. lots)

Intent and Purpose: This section establishes the R-1C Suburban Residential District to encourage medium density residential development associated with proximate areas of Traverse City. Such development shall fall within the logical service pattern of the Regional Wastewater Treatment System, whether or not serviced by that system.

<b>Schedule of Regulations:</b>	<b>Per Zoning</b>	<b>Per PUD</b>	<b>Proposed</b>
Number of Lots	60	48	47
Lot size	20,000 s.f.	N/A	5,760 sf to 7,936 sf
Height	2-1/2 stories, 35ft	2-1/2 stories, 35ft	2-1/2 stories, 35 ft
Front Yard Setback	25 ft	30 ft	varies, per plan
Side Yard Setback	15 ft	15 ft	varies, per plan
Rear Yard Setback	30 ft	30 ft	varies, per plan

**Open Space (section 8.3.6):**

Total project site net acres	27.87 acres
Total area dedicated as easement for recreational use	3.23 acres
Total open space	11.58% open space provided 10% open space required

**Lot Coverage by Structures (Section 8.3.7.(1)):**

Single-Family Homes and Pool House Area (structure footprint area, pool, hot tub)	3.66 acres
Total Lot Coverage	3.66 acres ÷ 27.87 acres = 13.14 % lot coverage 15 % lot coverage allowed

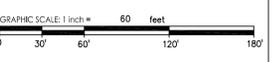
\*see chart on next page for total structure sizes for all structures



**Lot Coverage by Structures (Section 8.3.7.(3)):**

Maximum allowable lot area coverage by structures		
Unit	Total Bldg. Envelope Size (s.f.)	Total Structure Size (s.f.) <i>(Building, Roof Overhang &amp; Deck)</i>
1	6,561.76	3,573.87
2	6,200.00	3,229.40
3	6,200.00	3,229.40
4	6,200.00	3,229.40
5	6,200.00	3,229.40
6	6,851.52	3,229.40
7	6,942.75	3,573.87
8	7,314.58	3,229.40
9	6,005.15	3,573.87
10	6,201.09	3,229.40
11	6,331.61	3,573.87
12	7,878.24	3,229.40
13	6,651.10	3,573.87
14	6,254.59	3,229.40
15	6,202.98	3,229.40
16	6,205.96	3,229.40
17	6,209.06	3,229.40
18	6,212.02	3,229.40
19	6,780.07	3,573.87
20	6,986.17	3,229.40
21	7,603.47	3,229.40
22	6,398.73	3,573.87
23	6,050.97	3,573.87
24	6,593.90	3,229.40
25	7,936.94	3,229.40
26	6,966.28	3,229.40
27	7,143.95	3,229.40
28	6,272.81	3,573.87
29	6,221.49	3,229.40
30	6,132.13	3,573.87
31	6,193.63	3,573.87
32	5,760.61	3,229.40
33	6,407.66	3,229.40
34	7,446.28	3,229.40
35	6,055.85	3,229.40
36	6,416.17	3,573.87
37	6,287.52	3,229.40
38	6,201.03	3,573.87
39	6,201.03	3,229.40
40	6,201.03	3,229.40
41	6,201.03	3,573.87
42	6,693.75	3,229.40
43	6,301.29	3,573.87
44	6,304.00	3,573.87
45	6,304.00	3,573.87
46	6,304.00	3,573.87
47	6,304.00	3,573.87
Pool Area Bldg.	821.24	710.58
Pool and Hot Tub	0.00	544.92
Total Square Feet	306,113.44	1,59,582.23
Total Acres	7.03	3.66
% of net total site	25.21 %	13.14 %

P:\Land Projects\2015\15119 Ken Schmidt\Map\15119 plan08-Alternative Color (17-03-08).dwg (24x36 Color) - Wed 08/10/17 2:28pm - vkschid



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Traverse City, MI 49685  
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info@maeps.com

# Mansfield

Land Use Consultants

REV#	DATE	DES	DRN	CHK	DESC
07	04/09/16	dlm	mm	dlm	Updated Area & Parking Calculations
08	09/06/16	dlm	mm	dlm	Township Updates
09	04/03/16	dlm	mm	dlm	Submittal
10	04/14/16	dlm	mm	dlm	New road design
11	11/01/16	dlm	mm	dlm	Adjust (structure) location per client
12	12/20/16	dlm	mm	dlm	Revised phasing, trail easement
13	01/04/17	dlm	mm	dlm	Revised temporary turn-around
14	02/21/17	dlm	mm	dlm	Revised Easements, fences

Ken Schmidt  
Vineyard Ridge  
SITE PLAN

Section 36, Town 28 North, Range 11 West  
Peninsula Township, Grand Traverse County, Michigan

PRELIMINARY

DATE: 02/21/17  
SCALE: 1"=60'

PROJECT NO: 15119

PARCEL HEREIN IS SUBJECT TO AN EASEMENT TO CONSUMERS POWER COMPANY AS RECORDED IN LIBER 199, PAGE 593.  
FIELD CONCRETE MONUMENTS ON THIS LINE WITH SUPPORTING EVIDENCE FROM DEED RECORDED IN LIBER 1146, PAGE 607.  
27' EASEMENT TO M.D.O.T. TO BE USED FOR HIGHWAY M-37 CONSTRUCTION AND MAINTENANCE

TRAIL ACCESS POINT. 10' BREAK IN FENCE.  
PROPOSED TOWNSHIP TRAIL EASEMENT

PELIZZARI NATURAL AREA (PARK)  
EX. GRAVEL

PROPOSED TOWNSHIP TRAIL EASEMENT  
TRAIL ACCESS POINT  
10' BREAK IN FENCE

17' EASEMENT TO MICHIGAN BELL AS RECORDED IN LIBER 500, PAGE 917.

**SECTION 8.1.3 BASIS FOR DETERMINATIONS:**

Before making recommendation on a special use permit application, the Town Board shall establish that the following general standards, as well as the specific standards outlined in each section of this Article, shall be satisfied.

**(1) General Standards: The Town Board shall review each application for the purpose of determining that each proposed use meets the following standards, and in addition, shall find adequate evidence that each use on the proposed location will:**

**(a) Be designed, constructed, operated and maintained so as to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity and that such a use will not change the essential character of the area in which it is proposed.**

*The character of the area surrounding the project site is residential in nature, similar to this Vineyard Ridge PUD proposal.*

*The project site is zoned R-1C Suburban Residential. Properties surrounding the project parcel are also R-1C zoned single-family residential lots, with the exception of the Pelizzari Natural Area, which is directly across Center Road from the project site and is zoned A-1 Agricultural. The average lot size surrounding the project site ranges from 1/3 acres to 1+ acres.*

*Section 8.3.5 of the ordinance regarding the allowable density within a PUD allows a density of 48 single-family residential dwelling units. The proposed Vineyard Ridge PUD development is proposing 47 single-family residential dwelling units with the remaining area of the project site preserved as common open space.*

**(b) Not be hazardous or disturbing to existing or future uses in the same general vicinity and will be a substantial improvement to property in the immediate vicinity and to the community as a whole.**

*The proposed residential use is a use-by-right within the R-1C Suburban Residential Zoning District and the project site is surrounded by similarly zoned R-1C parcels.*

*The Vineyard Ridge development is being submitted to the Township as an open space preservation community through a Planned Unit Development. The PUD allows for flexibility in design including smaller lots sizes, clustered lot layouts, and modified setbacks. Underlying zoning allows a minimum 20,000 square foot lot size with a development density of 60 lots.*

*This proposal is for a total of 47 reduced-size residential building envelopes with 11.58% of the total site dedicated to the Township as open space. The proposed building sites are located on the interior portions of the project site, far from the property boundary in order to limit any potential disturbance to surrounding properties.*

**(c) Be served adequately by essential facilities and services, such as highways, streets, police, fire protection, drainage structures, refuse disposal, water and sewage facilities, or schools.**

*Project plans have been submitted to public regulating agencies for a review of compliance to published standards. Reviewing agencies include:*

*Grand Traverse County Road Commission  
Michigan Department of Transportation  
Grand Traverse County Sheriff  
The Township Fire Department  
The Township Engineer for Stormwater Control review  
Grand Traverse County Soil Erosion and Sedimentation Control  
Grand Traverse County Department of Public Works*

*Letters of review from the regulating agencies will be provided to the Township.*

**(d) Not create excessive additional requirements at public cost for public facilities and services.**

*The proposed residential development will be served by private roads which will be maintained by the homeowners association. The proposed development will be served by the existing municipal water and sewer systems. Water service and wastewater disposal will comply with all regulations of the Grand Traverse County Department of Public Works.*

**(e) Not involve uses, activities, processes, materials, and equipment or conditions of operation that will be detrimental to any persons, property, or the general welfare by fumes, glare or odors.**

*The proposed residential development will not generate fumes, glare or odor and will not be detrimental to property, persons or the general welfare.*

**(2) Conditions and Safeguards: The Town Board may impose such additional conditions and safeguards deemed necessary for the general welfare, for the protection of individual property rights, and for insuring that the intent and objectives of this Ordinance will be observed. The breach of any condition, safeguard or requirement shall automatically invalidate the permit granted.**

**(3) Specific Requirements: In reviewing an impact assessment and site plan, the Town Board and the Planning Commission shall consider the following standards:**

**(a) That the applicant may legally apply for site plan review.**

*The applicant has an option on project site properties listed below. A copy of the option contract is included in this submittal.*

*Center Road (Tax ID 28-11-336-071-00)  
6867 Center Road (Tax ID 28-11-336-072-00)*

**(b) That all required information has been provided.**

*The applicant believes that all required information is provided as part of this application.*

**(c) That the proposed development conforms to all regulations of the zoning district in which it is located.**

*The proposed residential use is a use-by-right within the R-1C Suburban Residential Zoning District. Underlying zoning allows a minimum 20,000 square foot lot size, resulting in an overall allowed development density of 60 lots. The proposed PUD includes a total of 47 single-family residential dwelling units.*

*A pool area for the sole use of the development's residents is also proposed as a part of this PUD. This area includes a pool, hot tub, fire pit, and pool house with a covered patio. Section 8.3.4(4)(a) of the zoning ordinance allows recreational facilities for the use of PUD residents. Section 8.3.4(7) allows accessory buildings and uses for the use of residents of the PUD.*

**(d) That the plan meets the requirements of Peninsula Township for fire and police protection, water supply, sewage disposal or treatment, storm drainage and other public facilities and services.**

*The proposed residential development will be served by public water and sewer utilities, meeting the requirements of the Grand Traverse County Department of Public Works and the Township. Proposed stormwater control measures will be engineered per the Peninsula Township Stormwater Control Ordinance and reviewed for compliance by the Township engineer. Development plans will be reviewed by all required regulatory agencies and the resulting documentation will be provided to the Township for review.*

**(e) That the plan meets the standards of other governmental agencies where applicable, and that the approval of these agencies has been obtained or is assured.**

*The proposed development plans have been submitted to the required regulatory agencies for their review. Resulting correspondence has been provided to the Township.*

**(f) That natural resources will be preserved to a maximum feasible extent, and that areas to be left undisturbed during construction shall be so located on the site plan and at the site per se.**

*Large portions of the project site are preserved as common space by designing the development as a PUD rather than the typical R-1C zoned use-by-right subdivision. Common areas are identified on the site plan, including a separation buffer along the entire perimeter of the project site. The buffer is primarily 90' wide, but a 115' length of the buffer along Center Road is 63' wide. The clearing of existing trees and vegetation within this buffer will be limited.*

**(g) That the proposed development property respects flood ways and flood plains on or in the vicinity of the subject property.**

*There are no flood ways or flood plains in the vicinity of this site.*

**(h) That the soil conditions are suitable for excavation and site preparation, and that organic, wet or other soils which are not suitable for development will either be undisturbed or modified in an acceptable manner.**

*A USDA soils map has been provided as part of this submittal package.*

*Most of the project site consists of sandy soils suitable for residential lot development and road construction.*

**(i) That the proposed development will not cause soil erosion or sedimentation problems.**

*Soil erosion prevention measures standard to the industry are included in this proposed site design. All disturbed areas will be seeded promptly upon the completion of construction work.*

*The County Soil Erosion Control Office has reviewed the site plans for compliance with the applicable erosion control standards, and has no issues with the proposed development. Individual homes within the development may need to obtain erosion control permits at the time of construction and the SESC office has indicated that each lot must submit for a permit determination before being built.*

**(j) That the drainage plan for the proposed development is adequate to handle anticipated stormwater runoff, and will not cause undue runoff onto neighboring property or overloading of water courses in the area.**

*The drainage facilities of the proposed site plan maintain the intent of the natural on-site drainage patterns. Paved roadways are to be constructed with mountable curbs, raised road edges, and drain structures that convey stormwater to basins on the site. The stormwater basins are sized to standards of the Township Stormwater Ordinance to ensure that neighboring properties will not be impacted by additional runoff resulting from this development. The Township engineer has reviewed the applicant's compliance with standard Township stormwater drainage measures and provided comments.*

**(k) That grading or filling will not destroy the character of the property or the surrounding area, and will not adversely affect the adjacent or neighboring properties.**

*The proposed grading is what is required in order to construct the proposed roadway, buildable residential building envelopes, utilities, and stormwater infrastructure.*

*The proposed grading fits in with the existing character of the landscape and will not impact neighboring properties. A separation buffer around the perimeter of the property is proposed. The buffer is primarily 90' wide, but a 115' length of the buffer along Center Road is 63' wide. This buffer limits the impacts of the proposed homes on the surrounding properties. Additionally, the proposed single-family detached residential development complements, in density and character, the existing development that currently surrounds the property.*

**(l) That structures, landscaping, landfills or other land uses will not disrupt air drainage systems necessary for agricultural uses.**

*The existing flow of air drainage through the site is generally from west to east out-letting at Center Road on the site's eastern edge. Proposed grading as part of this project will not change the general cold air drainage flow of the site, and there is no agricultural use within the vicinity of the path of cold air drainage.*

**(m) That phases of development are in a logical sequence, so that any one phase will not depend upon a subsequent phase for adequate access, public utility service, drainage or erosion control.**

*This project is proposed for completion in three phases. The first phase includes the completion of the development's main road from Center Road to the west and the construction of 15 units. Phase 1 also includes the common amenities in the pool area, and utilities associated with the first phase units. Phase 2 includes the extension of the private road and utilities for an additional 17 units. The third phase of the project will extend the private road and utilities out to Mathison Road and include the construction of the final 15 units. The phasing of the development is planned to allow for adequate access, utility service, drainage, and erosion control throughout the development process.*

*It should be noted that the construction of the residential units will be driven by housing market demand. Please see the Phasing Plan included in this submittal for additional information*

**(n) That the plan provides for the proper expansion of existing facilities such as public streets, drainage systems and water sewage facilities.**

*Proposed roadways will be privately owned and maintained by the homeowners association. It is proposed that public water and sewer systems be expanded to serve the development's water and wastewater disposal needs. Existing public water service is available along both Center Road and Mathison Road. A proposed extension of the public sewer main from a point on Center Road near Huron Hills Drive is planned. All water and sewer system expansion and connections will meet the requirements of the Grand Traverse County Department of Public Works.*

**(o) That landscaping, fences or walls may be required by the Town Board and Planning Commission in pursuance of the objectives of this Ordinance.**

*Landscaping is provided at the site entrances along Center and Mathison Roads including a masonry entrance gateway feature, development signs, fencing, and landscape planting.*

*A 90-foot PUD perimeter setback around nearly the entire site provides a buffer to existing homes on neighboring properties. Existing trees and vegetation within this buffer will be preserved to the greatest extent possible.*

**(p) That parking layout will not adversely affect the flow of traffic within the site, or to and from the adjacent streets.**

*Private residential parking will be accommodated within garages on the individual*

*residential lots and on individual driveways*

**(q) That vehicular and pedestrian traffic within the site, and in relation to streets and sidewalks serving the site, shall be safe and convenient.**

*The proposed development has private roads to serve 47 residential units. There are no sidewalks proposed. It is intended that pedestrian access throughout the site be accommodated on the proposed 26'-wide private roads. Pedestrian circulation on the roads within the PUD will be safe and convenient due to the small population, limited traffic, and wide roads provided in the proposed development.*

**(r) That outdoor storage of garbage and refuse is contained, screened from view and located so as not to be a nuisance to the subject property or neighboring properties.**

*Each individual lot owner will be responsible for their own garbage disposal service.*

**(s) That the proposed site is in accord with the spirit and purpose of this Ordinance and not inconsistent with, or contrary to, the objectives sought to be accomplished by this Ordinance and the principles of sound planning.**

*The proposed development meets the objectives of the Ordinance and the principles of sound planning by seeking approval as a Planned Unit Development. This PUD offers a 21.6% reduction in overall lot density when compared to the overall density allowed by the underlying R1-C Zoning District, preservation of much of the site as open space, and a separation buffer between proposed development and surrounding properties.*

### **SECTION 8.3 PLANNED UNIT DEVELOPMENTS:**

**It is the purpose of this Section to encourage more imaginative and livable housing environments within the Planned Unit Development Districts and Residential Districts and to encourage the retention of agricultural land in active production within the Agricultural Zoning District through a planned reduction of the individual lot area requirements for each district, providing the overall density requirements for each district remain the same. Such reduction of lot area requirements shall only be permitted when a land owner, or group of owners acting jointly, can plan and develop a project as an entity and thereby qualify for regulation of that project as one land use unit, rather than an aggregation of individual buildings located on separate, unrelated lots. Under these conditions, a special use permit may be issued for the construction and occupancy of a planned unit development providing the standard, procedures, and requirements set forth in this Section can be complied with.**

#### **SECTION 8.3.2 OBJECTIVES:**

**The following objectives shall be considered in reviewing any application for a special use permit for planned unit development.**

- 1. To provide a more desirable living environment by preserving the natural character of open fields, stand of trees, steep slopes, brooks, ponds, lake shore, hills, and similar natural assets.**

*The proposed 47-unit PUD site plan provides an open space preservation living environment*

*with substantially more conservation of the natural environment than the standard subdivision with 20,000 square foot lots that is allowed as a use-by-right. The project site contains four of the seven natural characteristics listed above including open fields, stand of trees, hills, and slopes.*

**OPEN FIELDS**

*The eastern third of the site is predominantly open with scattered stands of evergreen and deciduous trees. The existing open fields do not possess any distinguishing characteristics or special features and will be partially utilized for home site development. Large portions of the existing open fields will be preserved as common open space in the proposed PUD and vineyard plantings are proposed on approximately 1.00 acres.*

**STANDS OF TREES**

*The western portion of the site is primarily wooded with a mix of deciduous and evergreen trees. The trees on site are primarily first generation successional growth, including poplar and pine. The following aerial photo from 1994 shows how young the wooded portions of the site are. Due to the nature of the tree cover on the site, there are no significant specimen trees or “old growth” wooded areas. Due to these reasons, it was determined during the design process that the greatest benefit to the community and neighboring residents was the preservation of the 90’ perimeter buffer on the site. As a result, the proposed home sites and resulting grading work were concentrated in the central portion of the site.*

*It is also proposed that street trees be planted alongside the proposed private roads and extensive landscaping be provided around each individual home. The site plans previously provided in the project binders show the locations of the proposed street trees. The previously provided landscape plans have also been attached here to illustrate the significant level of landscaping intended for the project.*



## TOPOGRAPHY

*The western portion of the property is elevated above the lower, eastern portion of the property. The primary grade change between these two halves of the site takes place on a band of sloping ground that stretches north to south across the middle portion of the property. The general topographic conditions of the site, including the hill on the west side of the site, will remain in place with the proposed development. The existing slopes in the middle portion of the property create opportunities for walk-out basements and existing slopes (12-18%) present little concern for landscape maintenance as lawns with 20-30% slopes are still easily mowed. The Grand Traverse County Soil Erosion and Sedimentation Control office has reviewed the proposed development plans, and has no issues with the proposed earth changes. Permits for the construction of the roads and site grading will be obtained, and soil erosion and sedimentation control measures standard to the industry will be used during construction.*

*The moderate slopes present on the site are ideal for the construction of walk-out basements and nearby properties with much steeper slopes have been developed as Planned Unit Developments in the recent past (The Enclave, Port of Old Mission).*

### **2. To provide open space options.**

*As a PUD, the project is required to comply with the standards of Section 8.3.6 of the Zoning Ordinance. These standards provide four alternatives for the provision of open space within a PUD. The Vineyard Ridge development proposes to preserve over 10% of the site's overall acreage as open space dedicated to the Township as an easement to be used for the future construction of a trail. The proposed easement can be seen on the site plans submitted.*

### **3. To encourage developers to use a more creative and imaginative approach in the development of residential areas.**

*The proposed Vineyard Ridge development utilizes the unique, creative, and imaginative approach of providing small building envelopes that significantly limit the amount of limited common space surrounding each proposed home. This technique drastically reduces the impact of individual lot use on other residents within the development as well as adjacent properties. In a typical use by right or site condominium development, much larger building envelopes would be created, allowing individual residences in the development to construct accessory structures, fences, swimming pools, play structures, greenhouses, and other improvements in close proximity to neighbors within the development and on adjacent properties. Additionally, the proposed site plan locates home sites far from adjacent properties, providing a substantial buffer along the perimeter of the site to provide additional separation and buffering between the proposed development and adjacent properties. Much of the buffer is currently wooded, and the intent of the proposed development is to limit the cutting of trees within the buffer in order to provide the maximum amount of possible screening between Vineyard Ridge home sites and neighboring properties. Maintaining much of the existing vegetation within the separation buffer is the best option for preservation of natural resources on the site as it benefits not only future residents of the proposed development, but adjacent properties as well. Another creative element of the development proposal is the dedication of the proposed trail easement to the Township for the benefit of the public.*

- 4. To provide for more efficient and aesthetic use of open areas by allowing the developer to reduce development costs through the by-passing of natural obstacles in the residential project.**

*The underlying R1-C zoning would allow for carving up the entire site into 60 20,000 square foot lots. The Developer is asking for 47 single-family dwelling units in reduced-size building envelopes. The proposed PUD limits development along Center Road, thus reducing the visual impact of the development along the road corridor. A use-by-right development would likely incorporate more lots along, and closer to, Center Road. Maintaining a significant buffer along the site's perimeter also reduces the aesthetic impact of the development on adjacent properties and roadways.*

- 5. To encourage variety in the physical development pattern of the Township by providing a mixture of housing types.**

*The Vineyard Ridge PUD provides an alternative development pattern within the Township where single-family units are located within reduced-size building envelopes to limit the required maintenance for homeowners. These single-family homes are primarily designed for, and marketed to, older segments of the population that are increasingly seeking these types of housing options. The proposed use of small building envelopes, provision of the perimeter buffer, and intent to provide low maintenance living within detached single-family homes are all unique within Peninsula Township and meet objectives (3) and (5) of Section 8.3.2 of the Ordinance.*

- 6. To provide for the retention of farmland by locating the allowed number of housing units on the agricultural parcels of land in clusters which are suitable for residential use and keep the remaining agricultural land in production or fallow and available for production.**

*Based on available aerial photos, the project parcel has not been farmed in decades and is currently zoned R1-C Suburban Residential. According to the Township's Tart Cherry Inventory Map, the site has moderate limitations for the growing of cherries. Additionally, the Township's Future Land Use Map identifies a majority of the site as Moderate Residential, which calls for residential development with an average density of one dwelling unit per 1/2 acre. The applicant has proposed the planting of vineyard on approximately 1.00 acres of the site.*

### **SECTION 8.3.3 QUALIFYING CONDITIONS:**

**Any application for a special use permit shall meet the following conditions to qualify for consideration as planned unit development.**

- 1. The planned unit development project shall not be less than twenty (20) acres in area, shall be under the control of one owner or group of owners, and shall be capable of being planned and developed as one integral unit. PROVIDED that the project acreage requirement may be reduced by the Township Board if the Board determines that the proposed use is a suitable and reasonable use of the land.**

*The project site is made up of two adjacent parcels of land, totaling 27.87 acres, for which the applicant has an option contract. The two parcels are both currently owned by OMP RE,*

LLC.

2. **The planned unit development project shall be located within a Residential or Agricultural District, or a combination of the above Districts. Individual planned unit developments may include land in more than one zone district in which event the total density of the project may equal but not exceed the combined total allowed density for each district calculated separately.**

*The project site is zoned R-1C Suburban Residential. The total possible density of the site is sixty (60) 20,000 square foot lots based on the regulations of the R1-C zoning district.*

*The proposed PUD is requesting only 47 residential building envelopes ranging in size from 5,760 square feet to 7,937 square feet. The result is a 22% reduction in allowable density.*

3. **Water and waste disposal shall comply with the Township Master Plan and be approved by Grand Traverse County or State of Michigan requirements. It is recognized that joining water and sewer ventures with contiguous or nearby land owners may prove to be expedient.**

*Existing municipal water and sanitary sewer systems will be extended to serve the proposed PUD. The project site is identified as Moderate Density Residential, which, according to the Township Master Plan, "...serves as a land use designation for those portions of land which are serviced by public township utilities, i.e. water and sewer." Water and sewer system expansion and connections will meet the requirements of the Grand Traverse County Department of Public Works.*

4. **The proposed density of the planned unit development shall be no greater than if the project were developed with the lot area requirements of the particular zone district or districts in which it is located subject to the provisions of Section 8.1. except as provided by Section 8.3.5 (1).**

*The project site is zoned R-1C with a total possible density of 60 lots allowed. The proposed PUD is requesting 47 lots, a 22% reduction in allowable density.*

5. **Open space shall be provided according to Section 8.3.6.**

*Open space is provided per Section 8.3.6 (2) Open Space Dedicated for Public Use. 11.58% of the site's acreage will be dedicated for public use through the creation of an easement that will allow the Township to build a trail in the future. The proposed easement runs along the west, east, and south boundaries of the site. This allows for the future construction of a trail along both Center and Mathison Roads, along with a connecting trail along the south property line of the Vineyard Ridge development.*

**6. For purposes of this Section 8.3, Open Space does not include building envelopes, parking lots and roads (roadbed width plus two (2) foot shoulders on each side).**

<i>Total project site net acres</i>	<i>27.87 acres</i>
<i>Trail easement</i>	<i>3.31 acres</i>
<i>Roads within easement area (roadbed +2ft shoulder)</i>	<i>0.08 acres</i>
<i>Total open space</i>	<i>3.23 acres = 11.58% open space provided</i>

*10% open space required*

**7. The proposed planned unit development shall meet all of the standards and requirements outlined in this Section 8.3 and also Section 8.1. and Article VII.**

*Please refer to the parts of this submittal relating to Section 8.3 and Section 8.1.*

**SECTION 8.3.4 USES THAT MAY BE PERMITTED:**

**The following uses of land and structures may be permitted within planned unit developments:**

**1. Single family dwellings.**

*47 single-family dwellings are proposed. (48 single-family lots are allowed per the PUD calculation for density based on the underlying zoning district)*

**2. Two-family dwellings.**

*None proposed*

**3. Group housing, row houses, garden apartments, or other similar housing types which can be defined as single-family dwelling with no side yards between adjacent dwelling units, Provided that there shall be no more than eight (8) dwelling units in any contiguous group.**

*None proposed.*

**4. Open space according to Section 8.3.6 Provided that only the following land uses may be set aside as common land for open space or recreation use under the provisions of this Section:**

**(a) Private recreational facilities (but not golf courses) such as pools, or other recreational facilities which are limited to the use of the owners or occupants of the lots located within the planned unit development.**

*Private recreational facilities for owners and residents located within general common area include a pool, hot tub, fire pit, and patio space.*

**(b) Historic building sites or historical sites, parks and parkway areas, ornamental parks, extensive areas with tree cover, low lands along streams or areas of rough terrain when such areas have natural features worthy of scenic preservation.**

*There are no historic structures on the site. An existing single-family home along Center Road will be removed as a part of this project. Large portions of the site, including a significant buffer along the perimeter of the property are to be preserved as open space.*

**(c) Commonly owned agricultural lands.**

*Roughly 1.00 acres of vineyard are proposed as a part of this project.*

**5. Signs as allowed by Section 7.11.**

*Two, one-sided entrance way signs (as allowed, if approved as part of a Special Use Permit, per ordinance section 7.11.3(17)) are proposed as part of this project on the entry wall features at the Center Road entrance to the development. Please refer to the supplemental sign information provided for additional information.*

**6. Deed restricted Agricultural lands.**

*There are no deed restricted agricultural lands on site.*

**7. Garages and accessory buildings and uses exclusively for the use of residents of the planned unit development and for the proper maintenance thereof.**

*A pool house with a covered patio area is proposed as a part of this project. The pool house and covered patio are exclusively for the use of residents of the development. The pool house will contain mechanical/storage space for the pool and a restroom.*

**SECTION 8.3.5 LOT SIZE VARIATION PROCEDURE:**

**The lot area for Planned Unit Developments within Residential and Agricultural Districts may be reduced from those sizes required by the applicable zoning district within which said development is located by compliance with the following procedures:**

**1. Site Acreage Computation: The net acreage proposed for a planned unit development shall be computed to determine the total land area available for development into lots under the minimum lot size requirements of the applicable zoning district in which the proposed planned unit development is located.**

**(a) Lands below the Ordinary High Water Mark shall not be considered as part of the net acreage.**

*The project site is not adjacent to any body of water.*

**(b) Street rights-of-way shall be included in net acreage provided the property legal description includes the right-of-way. (REVISED BY ARTICLE VIII 112 AMENDMENT 158)**

*The existing Mathison Road ROW and a portion of the M-37 ROW are included in the property's legal description, and therefore included in the total gross and net site acreage of 27.87 acres. Please see the certified boundary survey provided.*

**2. Maximum Number of Lots and Dwelling Units: After the net acreage has been determined by the above procedure, the maximum number of lots and/or dwelling units that may be approved within a planned unit development shall be computed by subtracting from the net acreage a fixed percentage of said total for street right-of-way purposes, and dividing the remainder by the minimum lot area requirement of the zoning district in which the planned unit development is located.**

**(a) The fixed percentages for street right-of-way purposes to be subtracted from the net acreage shall be fifteen (15) percent for the R-1A and R-1B residential districts, twenty (20) percent for the R-1C district and thirty (30) percent for multiple family development in the R-1D district. These percentages shall apply regardless of the amount of land actually required for street right-of-way.**

*27.87 net acres zoned R-1C*

*27.87 net acres x 0.20 = 5.57 acres calculated for future street ROW*

*27.87 net acres - 5.57 acres future ROW = 22.30 total acres remaining*

*22.30 total acres remaining zoned R-1C*

*22.30 acres (971,388 s.f.) / 20,000 s.f. lots allowed = 48.57 dwelling units allowed*

*A total of 48 dwelling units are allowed on the project site.*

*47 dwelling units are being requested as part of this PUD application.*

**(b) Under this procedure, individual lots may be reduced in area below the minimum lot size required by the zone district in which the planned unit development is located, PROVIDED that the total number of dwelling units and/or lots created within the development is not more than the maximum number that would be allowed if the project were developed under the minimum lot area requirements of the applicable zone district or districts in which it is located. Units may be distributed without regard to district boundaries.**

*The proposed development utilizes building envelopes to specifically identify the locations where single-family dwelling units are to be constructed. Proposed building envelope sizes within the proposed PUD range from 5,760 square feet to 7,937 square feet. The number of dwelling units proposed (47) is less than the number of dwelling units allowed by right in the R-1C zoning district (60) and the number of dwelling units allowed in a PUD on this site by Section 8.3.5.2(a) of the zoning ordinance (48).*

**3. Permissive Building Envelope: Building Envelope shall be as shown on the Site Plan and not included as open space.**

*Proposed dwelling unit locations within each building envelope are shown on the site plan. Building envelopes are not included as open space on the site plan or in any calculations provided in this submittal.*

**4. Permissive Minimum Lot Area: Minimum Lot Area shall be as determined by the Township Board and shown on the Site Plan.**

*The smallest (minimum) proposed building envelope size is 5,760 square feet.*

*The average building envelope size is approximately 6,500 square feet.*

5. **Maximum Permissive Building Height: 2.5 stories but not exceeding 35 feet. Accessory buildings shall not exceed a height of 15 feet. Provided that the height of agricultural buildings may be increased pursuant to Section 7.3.3 Permitted Exceptions, Agricultural Districts.**

*All proposed structures on the site will comply with the 2.5-story/35-foot maximum height restriction. Accessory structures will not exceed the 15-foot height restriction.*

### **SECTION 8.3.6 OPEN SPACE:**

The Township Board shall utilize one of the following four options for dedication of the provided open space:

- ~~1. Open Space Dedicated for Private Use: A residential planned unit development with a minimum of 65% of the net acreage kept as open space and owned by the Home Owners Association or Condominium Association. That open space land shall be set aside as common land for the sole benefit, use and enjoyment of present and future lot or home owners within the development. ARTICLE VIII 113~~

- ~~a) Such open space shall be conveyed by proper legal procedures from the project owner or owners to a home owners association or other similar non-profit organization. (REVISED BY AMENDMENT 170)~~
- ~~b) Documents providing for the maintenance of said land and any buildings thereon to assure that open space land remains open shall be provided to the Township Board for its approval.~~
- ~~c) The access and characteristics of the open space land are such that it will be readily available and desirable for the use intended.~~

2. **Open Space Dedicated for Public Use: A Residential Planned Unit Development with a minimum of 10% of the net acreage dedicated to the Township. That open space land shall be dedicated to the Township for park or recreational purposes by the project owner or owners provided that the Township Board makes the following determinations:**

- (a) **The location and extent of said land is not in conflict with the Master Plan of Peninsula Township.**  
*The location and extent of the proposed open space is not in conflict with the Master Plan. The proposed open space allows for the Township to build a future trail that will improve transportation options and safety within the Township.*
- (b) **The access to and the characteristics of the open space land is such that it will be readily available to and desirable for the use intended.**  
*See attached easement language.*

- ~~3. Open Space Dedicated for Deed Restricted Agricultural Land: A Planned Unit Development with a minimum of 65% of the net acreage as deed restricted agricultural land. That open space shall be retained in agricultural use as specified the site plan with the following conditions:~~

- ~~a) The Land shall be used exclusively for farming purposes.~~

~~b) A conservation easement shall be granted to Peninsula Township that restricts uses to those that are allowed on deed restricted agricultural land subject to conservation easements purchased by Peninsula Township pursuant to the Purchase of Development Rights Ordinance No. 23.~~

~~e) A farmstead parcel consisting of a residence for the owner or operator of the farm along with any or all of the following outbuildings may be shown on the site plan if approved by the Township Board:~~

- ~~1. Barns existing or proposed for uses necessary for agricultural production.~~
- ~~2. Outbuildings existing or proposed for storage of machinery and equipment used for agricultural production. If a farmstead is shown on the site plan it shall be counted as one of the allowed dwelling units in the planned unit development.~~

~~(d) The deed restricted agricultural land may be sold separately from the dwelling parcels.~~

~~4. Open Space Apportioned Between Private Use and Deed Restricted Agricultural Land: The Township Board may approve open space apportioned between Private Use and Deed Restricted Agricultural Land described in (1) and (3) above provided, that in addition to the provisions of (1) and (3) above, the Deed Restricted Agricultural Land portion:~~

- ~~(a) Shall be a minimum of five acres. ARTICLE VIII 114~~
- ~~(b) Shall be viable farmland as determined by the Township Board.~~
- ~~(c) Irrespective of (3) above; no buildings shall be allowed.~~

**SECTION 8.3.7 MAXIMUM PERCENTAGE OF LOT AREA COVERED BY ALL STRUCTURES:**

**(1) The maximum percent of lot area covered by all structures shall not exceed fifteen (15) percent of net acreage.**

*Dwelling units of two sizes are proposed in the PUD. The total structure sizes (building, roof overhang, and deck) of these two dwelling units are 3,573.87 square feet and 3,229.40 square feet. The proposed pool area structure coverage (pool house with covered patio, pool, hot tub) has a total structure size of 1,255.50 square feet.*

<i>Total lot area covered by structures</i>	<i>3.66 Acres (159,582.23 s.f.)</i>
<i>Total net site acreage</i>	<i>27.87 Acres</i>
<i>% of lot area covered by structures</i>	<i>13.14% (maximum allowed = 15%)</i>

**(2) A Building Envelope within which structures may be located shall be shown on the site plan for all existing or future structures.**

*Building envelopes for all future structures are shown on the site plan. No existing structures are to remain on site.*

- (3) **The maximum number of square feet to be covered by all structures for each building envelope shall be shown on the site plan or attached to it.**

*The maximum number of square feet to be covered by structures for each lot/unit is provided on page 11 of this submittal package.*

**SECTION 8.3.8 AFFIDAVIT:**

**The applicant shall record an affidavit with the register of deeds containing the legal description of the entire project, specifying the date of approval of the special use permit, and declaring that all future development of the planned unit development property has been authorized and required to be carried out in accordance with the approved special use permit unless an amendment thereto is duly adopted by the Township upon the request and/or approval of the applicant, or applicant's transferee and/or assigns.**



Vineyard Ridge, LLC, a Michigan limited liability company

Dated: June \_\_\_\_, 2016

By: \_\_\_\_\_  
Ken Schmidt  
Its: Authorized Member

STATE OF MICHIGAN )  
 ) ss.  
COUNTY OF GRAND TRAVERSE)

On this \_\_\_\_ day of June, 2016, before me, a Notary Public in and for said County, appeared Ken Schmidt, to me personally known, who being by me duly sworn, did say that he is the Authorized Member of Vineyard Ridge, LLC, a Michigan limited liability company, which executed the within instrument; that said instrument was signed and sealed on behalf of said limited liability company by authority of its members, and said individual further acknowledged said instrument to be the free act and deed of said limited liability company.

\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, MI  
My Commission Expires: \_\_\_\_\_  
Acting in the County of \_\_\_\_\_

Prepared by and When Recorded Return to:

Gregory J. Donahue  
Kuhn Rogers PLC  
412 South Union Street  
Traverse City, MI 49684  
(231) 947-7900

## EXHIBIT A

### LEGAL DESCRIPTION

That part of the northeast quarter of the northeast quarter of Section 36, Town 28 North, Range 11 West, Peninsula Township, Grand Traverse County, Michigan being more fully described as: Commencing at the northeast corner of said Section 36; thence S00° 01' 46"W along the east line of said Section 36, 663.28 feet to the Point of Beginning; thence S00° 01' 46"W, 159.92 feet; thence N89° 23' 56"W, 60.00 feet to the west right of way of Highway M-37; thence S00° 01' 46"W along said right of way, 512.75 feet; thence N89° 23' 56"W along the north line of Wakulat Pana-View Estates , 1262.09 feet; thence N00° 16' 54"E along the centerline of Mathison Road, 1102.61 feet; thence S89° 51' 37"E along the south line of Peninsula Hills Subdivision Addition No. 1, 854.96 feet; thence S07° 46' 23"W, 445.51 feet (previously recorded as 451.6 feet); thence S89° 58' 04"E, 522.25 feet to the point of beginning.

## **MASTER DEED**

### **VINEYARD RIDGE CONDOMINIUM**

This Master Deed is signed and delivered on \_\_\_\_\_, 2017, by Vineyard Ridge, LLC, a Michigan limited liability company, of 522 East Front Street, Traverse City, Michigan 49686 (the “Developer”), on the terms and conditions set forth below.

### **SECTION 1**

#### **ESTABLISHMENT OF CONDOMINIUM**

1.1 Project. Developer is engaged in the development of a phased site condominium project to be known as Vineyard Ridge Condominium, Grand Traverse County Condominium Subdivision Plan No. \_\_\_\_ (the “Project”), in Peninsula Township, Grand Traverse County, Michigan, on a parcel of land as described in Section 2.

1.2 Establishment of Condominium. Developer desires, by recording this Master Deed together with the Condominium Bylaws attached hereto as Exhibit “A” and the Condominium Subdivision Plan attached hereto as Exhibit “B” to establish the real property described in Section 2 (the “Property”), together with the improvements located and to be located on the Property, as a condominium project (the “Condominium”) under the provisions of the Michigan Condominium Act (the “Act”). Developer declares that on the recording of this Master Deed, the Condominium shall be a Project under the Act and shall be held, conveyed, encumbered, leased, rented, occupied, improved, or in any other manner used subject to the provisions of the Act and to the covenants, conditions, restrictions, uses, limitations, and affirmative obligations in this Master Deed, all of which shall be deemed to run with the land and to be a burden on and a benefit to Developer; its successors and assigns; any persons who may acquire or own an interest in the Condominium; and their grantees, successors, heirs, personal representatives, administrators, and assigns.

1.3 Project Description. The Project is a residential site condominium. The Condominium units that may be developed in the Project, including the number, boundaries, dimensions, and area of each unit (a “Unit”), are shown on the Condominium Subdivision Plan. Each of the Units is capable of individual use by reason of having its own entrance from and exit to a common element of the Project.

1.4 Owner Rights. Each owner of a Unit (an “Owner”) in the Project shall have an exclusive property right to Owner’s Unit and to the limited common elements that are appurtenant to Owner’s Unit and shall have an undivided right to share with other Owners in the ownership and use of the general common elements of the Project as described in this Master Deed.

## SECTION 2

### LEGAL DESCRIPTION OF THE PROPERTY

2.1 Condominium Property. The land that is being submitted to Condominium ownership in accordance with the provisions of the Act is described on the first page of the attached Subdivision Plan and as follows:

That part of the northeast quarter of the northeast quarter of Section 36, Town 28 North, Range 11 West, Peninsula Township, Grand Traverse County, Michigan being more fully described as: Commencing at the northeast corner of said Section 36; thence S00° 01' 46"W along the east line of said Section 36, 663.28 feet to the Point of Beginning; thence S00° 01' 46"W, 159.92 feet; thence N89° 23' 56"W, 60.00 feet to the west right of way of Highway M-37; thence S00° 01' 46"W along said right of way, 512.75 feet; thence N89° 23' 56"W along the north line of Wakulat Pana-View Estates , 1262.09 feet; thence N00° 16' 54"E along the centerline of Mathison Road, 1102.61 feet; thence S89° 51' 37"E along the south line of Peninsula Hills Subdivision Addition No. 1, 854.96 feet; thence S07° 46' 23"W, 445.51 feet (previously recorded as 451.6 feet); thence S89° 58' 04"E, 522.25 feet to the point of beginning.

2.2 Beneficial Easements. Easements are created and conveyed in this Master Deed to and for the benefit of the Project and the Units located in the Project, and the Project and the Units located in the Project are benefited and burdened by the ingress, egress, utility, and other easements described or shown on the Subdivision Plan.

## SECTION 3

### DEFINITIONS

3.1 Definitions. Certain terms used in this Master Deed are defined terms and have the meaning given them in the text where they are defined, and the same meaning shall be ascribed to the term in various other instruments with regard to the Project such as, by way of example and not limitation, the Articles of Incorporation, Association Bylaws, and Rules and Regulations of Vineyard Ridge Condominium Association, a Michigan nonprofit corporation, and various deeds, mortgages, land contracts, easements, and other instruments affecting the establishment or transfer of interests in the Project. As used in documents regarding the Project, unless the context otherwise requires:

(a) “Act or Condominium Act” means the Michigan Condominium Act, MCL 559.101 et seq.

(b) “Association” or “Association of Owners” means Vineyard Ridge Condominium Association, the Michigan nonprofit corporation of which all Owners shall be members, which shall administer, operate, manage, and maintain the Project.

(c) “Association Bylaws” means the corporate bylaws of the Association organized to manage, maintain, and administer the Project.

(d) “Common Elements” means the portions of the Project other than the Condominium Units, including all general and limited common elements described in Section 4 of this Master Deed.

(e) “Condominium Bylaws” means Exhibit “A” attached to this Master Deed, which are the bylaws that describe the substantive rights and obligations of the Owners.

(f) “Condominium Documents” means this Master Deed with its forms, the Articles of Incorporation and Bylaws of the Association, the Rules and Regulations adopted by the board of directors of the Association, and any other document that affects the rights and obligations of an Owner in the Condominium.

(g) “Condominium Property” or “Property” means the land referenced in Section 2, as that may be amended, together with all structures, improvements, easements, rights, and appurtenances on or belonging to the Condominium Property.

(h) “Condominium Subdivision Plan or Subdivision Plan” means Exhibit “B” attached to this Master Deed, which is the survey and other drawings depicting the real property and improvements to be included in the Project.

(i) “Condominium Unit” or “Unit” means the portion of the Project that is designated and intended for separate ownership and use, as described in this Master Deed and as so treated for all purposes under Peninsula Township’s Zoning Ordinance, including the definition of Condominium Unit and the definition of Lot under the Ordinance, as amended, as of the date of the recording of this Master Deed.

(j) “Developer” means Vineyard Ridge, LLC, a Michigan limited liability company, which has signed, delivered, and recorded this Master Deed, and its successors and assigns.

(k) “Development and Sales Period” means the period continuing for as long as Developer or its successors continue to own and offer for sale any Unit in the Project, excepting any Unit that was previously conveyed by Developer and then repurchased by Developer.

(l) “General Common Elements” means the Common Elements described in Section 4.1, which are for the use and enjoyment of all Owners in the Project.

(m) “Limited Common Elements” means the Common Elements described in Section 4.2, which are reserved for the exclusive use of the Owners of a specified Unit or Units.

(n) “Local Ordinance” means all state and county ordinances, as well as the Peninsula Township Zoning Ordinance as amended and all police power ordinances of Peninsula Township as amended or created after the establishment of this Condominium Project.

(o) “Master Deed” means this document, together with the forms attached to it and all amendments that may be adopted in the future, by which the Project is being submitted to condominium ownership.

(p) “Owner” means the person, firm, corporation, partnership, association, trust, other legal entity, or combination of entities that owns a Condominium Unit in the Project, including both the vendees and vendors of any land contract of purchase.

(q) “Percentage of Value” means the percentage assigned to each Unit by this Master Deed, which is determinative of the value of an Owner’s vote at meetings of the Association and the proportionate share of each Owner in the Common Elements of the Project.

(r) “Project” or “Condominium” means Vineyard Ridge Condominium, a residential site condominium development of Forty-Seven (47) Units established under the provisions of the Act.

(s) “Sanitary Sewer System” means the sanitary sewer system throughout the Project servicing the Units.

(t) “Township” means the governmental unit known as Peninsula Township located in Grand Traverse County, Michigan or its lawful successor in interest.

(u) “Transitional Control Date” means the date on which a board of directors for the Association takes office pursuant to an election in which the votes that may be cast by eligible Owners unaffiliated with Developer exceed the votes that Developer may cast.

3.2 Applicability. Whenever any reference is made to one gender, it will be assumed to include both genders where the reference is appropriate; similarly, whenever a reference is made to the singular, it will be assumed to include the plural where the reference is appropriate.

## SECTION 4

### COMMON ELEMENTS

4.1 General Common Elements. The General Common Elements are:

(a) Real Estate. The Property referenced in Section 2 of this Master Deed (except for that portion of the Property described in Section 5.1 constituting a part of a Unit and any portion of the Property designated in Exhibit “B” as a Limited Common Element), including easement interests appurtenant to the Condominium, including but not limited to easements for ingress, egress, and utility installation over, across, and through non-Condominium property or individual Units in the Project;

(b) Improvements. The private roadways; the common sidewalks (if any); and the lawns, trees, shrubs, and other improvements not located within the boundaries of a Unit (all structures and improvements located within the boundaries of a Unit shall be owned in their entirety by the Owner of the Unit within which they are located and shall not, unless expressly provided in the Condominium Documents, constitute Common Elements);

(c) Electrical. The electrical transmission system throughout the Project up to, but not including, the point of lateral connection for service to each residence now located or subsequently constructed within Unit’s boundaries;

(d) Gas. The natural gas line network and distribution system throughout the Project, up to, but not including, the point of lateral connection for service to each residence now located or subsequently constructed within Unit boundaries;

(e) Water. The underground sprinkling system for the Common Elements, if any, and the water distribution system throughout the Project up to, but not including, the point of lateral connection for service to each residence now located or subsequently constructed within Unit boundaries;

(f) Storm Drainage. The storm drainage and water retention system throughout the Project;

(g) Telephone. The telephone wiring system throughout the Project up to, but not including, the point of lateral connection for service to each residence now located or subsequently constructed within Unit boundaries;

(h) Telecommunications. The cable television and other telecommunications systems installed throughout the Project up to, but not including, the point of lateral connection for service to each residence now located or subsequently constructed within Unit boundaries;

(i) Project Entrance Improvements. Any entry signage and other improvements located at or near the entrance to the Project;

(j) Community Pool Area. The community pool, hot tub, covered patio, grill and associated buildings, improvements and amenities located adjacent to Units 36 and 47; and

(k) Miscellaneous Common Elements. All other Common Elements of the Project not designated as Limited Common Elements and not enclosed within the boundaries of a Condominium Unit, which are intended for common use or are necessary to the existence, upkeep, or safety of the Project.

Some or all of the utility lines, equipment, and systems (including mains and service leads) and the telecommunications systems described above may be owned by the local public authority or by the company that is providing the pertinent service. Accordingly, such utility or telecommunication lines, equipment, and systems shall be General Common Elements only to the extent of the Owners' interest in them, and Developer makes no warranty with respect to the nature or extent of that interest.

4.2 Limited Common Elements. The Limited Common Elements are:

(a) Utility Service Lines. The pipes, ducts, wiring and conduits supplying service to or from a Unit for electricity, gas, water, sewage, telephone, television and other utility or telecommunication services, up to and including the point of lateral connection with a General Common Element of the Project or utility line or system owned by the local public authority or company providing the service;

(b) Subterranean Land. The subterranean land located within Unit boundaries, from and below a depth of 20 feet as shown on Exhibit "B", including all utility and supporting lines located on or beneath that land;

(c) Subsurface Improvements. The portion of any footing or foundation extending more than 20 feet below surrounding grade level;

(d) Sanitary Sewer. The Sanitary Sewer System throughout the Project, up to, but not including, the point of lateral connection for service to each residence now located or subsequently constructed within Unit boundaries;

(e) Yard Areas. The portion of any yard area designated as a Limited Common Element on the Condominium Subdivision Plan, which is limited in use to the Unit of which it is a part;

(f) Delivery Boxes. The mail and paper box that is located on a Unit or is permitted by the Association to be located on the General Common Elements to serve a Condominium Unit;

(g) Gas Supply System. The gas line network and distribution system located within or beneath Unit boundaries and serving only the residence constructed on that Unit;

(h) Driveways and Walkways. The portion of any driveway and walkway, if any, exclusively serving the residence constructed within a Unit, located between the Unit and the paved roadway; and

(i) Miscellaneous. Any other improvement designated as a Limited Common Element appurtenant to a particular Unit or Units in the Subdivision Plan or in any future amendment to the Master Deed made by Developer or the Association.

If no specific assignment of one or more of the Limited Common Elements described in this section has been made in the Subdivision Plan, Developer (during the Development and Sales Period) and the Association (after the Development and Sales Period has expired) reserve the right to designate each such space or improvement as a Limited Common Element appurtenant to a particular Unit or Units by subsequent amendment to this Master Deed.

4.3 Maintenance Responsibilities. Responsibility for the cleaning, decoration, maintenance, repair, and replacement of the Common Elements will be as follows:

(a) Limited Common Elements. Unless otherwise stated in this Master Deed or the Condominium Bylaws, Each Owner shall be individually responsible for the routine cleaning, snow removal, maintenance, repair, and replacement of all Limited Common Elements appurtenant to the Owner's Unit.

(b) Unit Improvements and Other Owner Responsibilities. Unless otherwise stated in this Master Deed or the Condominium Bylaws, Unit Owners shall be responsible for the maintenance, repair, and replacement of all structures and improvements and the maintenance and mowing of all yard areas situated within the boundaries of a Unit. If an Owner elects, with the prior written consent of the Association, to construct or install any improvements within a Unit or on the Common Elements that increase the costs of maintenance, repair, or replacement for which the Association is responsible, those increased costs or expenses may, at the option of the Association, be specially assessed against the Unit.

(c) Association Oversight. The exterior appearance of all structures, improvements, and yard areas (to the extent visible from any other Unit or from a Common Element) shall be subject at all times to the approval of the Association and to any reasonable aesthetic and maintenance standards prescribed by the Association in duly adopted rules and regulations. The Association may not disapprove the appearance of an improvement so long as it is maintained as constructed by Developer or constructed with Developer's approval.

(d) Other Common Elements. The cost of cleaning, decoration, maintenance, repair, replacement, and snow removal of all Common Elements other than that described

above shall be the responsibility of the Association, except for the repair or replacement of a Common Element due to an act or the neglect of an Owner or an Owner's agent, invitee, family member, or pet.

(e) Maintenance by the Association. If an Owner fails, as required by this Master Deed, the By-laws, or any rules or regulations promulgated by the Association, to properly and adequately decorate, repair, replace, or otherwise maintain the Owner's Unit, any structure or improvement located within the Unit, or any appurtenant Limited Common Element, the Association (or Developer during the Development and Sales Period) shall have the right, but not the obligation, to undertake periodic exterior maintenance functions with respect to improvements constructed or installed within any Unit boundary as it deems appropriate (including, without limitation, painting or other decoration, lawn mowing, snow removal, tree trimming, and replacement of shrubbery and other plantings). The Association (or Developer) will in no event be obligated to repair or maintain any such Common Element or improvement. Failure of the Association (or Developer) to take any such action shall not be deemed a waiver of the Association's (or Developer's) right to take any such action at a future date. All such maintenance, decorations, repairs, replacements, structures or improvements located within the Unit or any appurtenant Limited Common Element, shall meet the requirements of all Peninsula Township Ordinances at the time any such action as described in this subparagraph is taken.

(f) Assessment of Costs. All costs incurred by the Association or Developer in performing any maintenance functions that are the primary responsibility of an Owner shall be charged to the affected Owner or Owners on a reasonably uniform basis and collected in accordance with the assessment procedures established by the Condominium Bylaws. A lien for nonpayment shall attach to Owner's Unit for any such charges, as with regular assessments, and may be enforced by the use of all means available to the Association under the Condominium Documents or by law for the collection of assessments, including, without limitation, legal action, foreclosure of the lien securing payment, and the imposition of fines.

(g) Roadways.

(i) Private Roads. All private roads within this Condominium Development must be built and maintained pursuant to the requirements of Section 7.10 of the Peninsula Township Zoning Ordinance, as amended, and any other township police power ordinances, as applicable, at the time construction or material maintenance regulated by such ordinances occurs.

(ii) Maintenance. All of the private roadways within the Condominium will be maintained, improved, and repaired by the Association and will not be maintained in any manner by the Grand Traverse County Road Commission or the Michigan Department of Transportation. Notwithstanding the foregoing, the Association shall be required to grade, drain and otherwise maintain the roadways, including road name signage and emergency service access, in

accordance with the applicable requirements of public agencies having jurisdiction over the Project, including the Grand Traverse County Road Commission and the Michigan Department of Transportation.

(iii) Special Assessments. In the event the Association fails or refuses to construct or maintain the private roadways within the Condominium in accordance with Section 4.3(g)(i) and (ii) above or otherwise in a manner which fails to meet the requirements of Section 7.10 of the Peninsula Township Zoning Ordinance, as amended, or other applicable police power ordinances, and the Township determines that such failure or refusal has occurred, the Township shall then have the authority at its sole discretion to establish a special assessment district for the purpose of constructing and/or repairing the private roads and to otherwise bring such private roads into compliance with all Township ordinances. Such special assessment districts shall be implemented under Public Act 188 of 1954, as amended or any successor act or statutes, as applicable. Developer and co-owners and successors in title expressly consent that documentation showing ownership of the Condominium Development and/or of a unit within this Condominium Development through a recorded or recordable instrument recognized under Michigan law constitutes a petition to request a special assessment district for all purposes under Public Act 188 of 1954, as amended, and as provided in this Section 4, subparagraph 4.3(g) to be utilized by the Township, if needed, to create a petition based special assessment district for the construction and/or maintenance of private roadways within this Condominium Development.

4.4 Assignment of Limited Common Elements. A Limited Common Element may be assigned or reassigned by written application to the board of directors of the Association by all Owners whose interest will be affected by the assignment. On receipt and approval of an application, the board shall promptly prepare and execute an amendment to this Master Deed assigning or reassigning all rights and obligations with respect to the Limited Common Elements involved and shall deliver the amendment to the Owners of the Units affected on payment by them of all reasonable costs for the preparation and recording of the amendment.

4.5 Power of Attorney. By acceptance of a deed, mortgage, land contract, or other document of conveyance or encumbrance, all Owners, mortgagees, and other interested parties are deemed to have appointed Developer (during the Development and Sales Period) or the Association (after the Development and Sales Period has expired) as their agent and attorney to act in connection with all matters concerning the Common Elements and their respective interests in the Common Elements. Without limiting the generality of this appointment, Developer or the Association will have full power and authority to grant easements over, to sever or lease mineral interests in, and to convey title to the land or improvements constituting the General Common Elements or any part of them; to dedicate as public streets any parts of the General Common Elements; to amend the Condominium Documents to assign or reassign the Limited Common Elements; and in general to sign and deliver all documents and to do all things necessary or convenient to exercise such powers.

4.6 Separability. Except as provided in this Master Deed, Condominium Units shall not be separable from their appurtenant Common Elements, and neither shall be used in any manner inconsistent with the purposes of the Project or in any other way that might interfere with or impair the rights of other Owners in the use and enjoyment of their Units or their appurtenant Common Elements.

## SECTION 5

### UNITS

5.1 Description of Units. A complete description of each Unit in the Project, with elevations referenced to an official benchmark of the U.S. Geological Survey sufficient to accurately relocate the space enclosed by the description without reference to any structure, is contained in the Subdivision Plan as surveyed by the Project's consulting engineers and surveyors. Each Unit shall include all the space within the Unit boundaries and above to a depth of 20 feet below and a height of 50 feet above the surface as shown on Exhibit "B", together with all appurtenances to the Unit.

5.2 Percentage of Value. The total percentage value of the Project is 100, and the Percentage of Value assigned to each of the Condominium Units in the Project is set forth in Section 5.4 below. The determination of Percentages of Value for the Units was made after reviewing the comparative characteristics of each Unit, including those that may affect maintenance costs. At meetings of the Association, each respective Owner shall have one (1) vote for each Condominium Unit owned when voting by number and one (1) vote, the value of which equals the total of the assigned Percentages of Value for each Condominium Unit owned, when voting by Percentage of Value. The Percentage of Value assigned to each Unit shall be changed only in the manner permitted by Section 9, expressed in an Amendment to this Master Deed and recorded in the register of deeds office in the county where the Project is located.

5.3 Unit Modification. Except as prohibited by local ordinance, the number, size, style, boundary, or location of a Unit or of any Limited Common Element appurtenant to a Unit may be modified from time to time by Developer or its successors without the consent of any Owner, mortgagee (except as provided in the Act), or other interested person, so long as the modifications do not unreasonably impair or diminish the appearance of the Project or the view, privacy, or other significant attribute of any Unit that adjoins or is proximate to the modified Unit or Limited Common Element. However, no Unit that has been sold or is subject to a binding purchase agreement shall be modified without the consent of the Owner or purchaser and the mortgagee of the Unit. Developer may also, in connection with any modification, readjust Percentages of Value for all Units in a manner that gives reasonable recognition to the changes based on the method of original determination of Percentages of Value for the Project. All Owners, mortgagees of Units, and other persons interested or to become interested in the Project from time to time shall be deemed to have granted a Power of Attorney to Developer and its successors for any purpose that is similar in nature and effect to that described in Section 4.5 of this Master Deed.

5.4 Assignment of Percentages. An equal Percentage of Value is assigned to each Unit.

## SECTION 6

### NONEXPANDABILITY OF THE CONDOMINIUM

The Project is not an expandable project under the Michigan Condominium Act.

## SECTION 7

### CONTRACTIBILITY OF CONDOMINIUM

7.1 Limit of Unit Contraction. The Project established by this Master Deed consists of Forty-Seven (47) Units in its initial phase and may, at the election of the Developer, be contracted to a minimum of \_\_\_\_\_ (\_\_\_) Units.

7.2 Withdrawal of Land. The number of Units in the Project may, at Developer's option, from time to time within a period ending not later than six years after the recording of this Master Deed be decreased by the withdrawal of all or any portion of the lands described in section 2.1. However, no Unit that has been sold or is the subject of a binding purchase agreement may be withdrawn without the consent of the Owner or purchaser and the mortgagee of the Unit. Developer may also, in connection with any contraction, readjust the Percentages of Value for Units in the Project in a manner that gives reasonable recognition to the number of remaining Units, based on the method of original determination of the Percentages of Value. Other than as provided in this section 7, there are no restrictions or limitations on Developer's right to withdraw lands from the Project or on the portion or portions of land that may be withdrawn, the time or order of the withdrawals, or the number of Units or Common Elements that may be withdrawn. However, the lands remaining shall not be reduced to less than that necessary to accommodate the remaining Units in the Project with reasonable access and utility service to the Units.

7.3 Contraction Not Mandatory. There is no obligation on the part of Developer to contract the Project, nor is there any obligation to withdraw portions of the Project in any particular order or to construct particular improvements on any withdrawn lands. Developer may, in its discretion, establish all or a portion of the lands withdrawn from the Project as a separate condominium project (or projects) or as any other form of development. Any development on the withdrawn lands will not be detrimental to the adjoining condominium project.

7.4 Amendments to the Master Deed. A withdrawal of lands from this Project by Developer will be given effect by appropriate amendments to the Master Deed, which will not require the consent or approval of any Owner, mortgagee, or other interested person. Amendments will be prepared by and at the sole discretion of Developer and may adjust the Percentages of Value assigned by section 5.2 to preserve a total value of 100 percent for the entire Project resulting from any amendment. Notwithstanding the foregoing, any withdrawal of

land from the Project or contraction of the Project shall not amend or modify the Trail Easement (hereinafter defined) and the Trail Easement shall survive any such withdrawal or contraction.

7.5 Additional Provisions. Any amendments to the Master Deed made by Developer to contract the Condominium may also contain provisions as Developer determines are necessary or desirable (i) to create easements burdening or benefiting portions or all of the parcel or parcels being withdrawn from the Project and (ii) to create or change restrictions or other terms and provisions, including designations and definition of Common Elements, affecting the parcel or parcels being withdrawn from the Project or affecting the balance of the Project, as reasonably necessary in Developer's judgment to preserve or enhance the value or desirability of the parcel or parcels being withdrawn from the Project.

7.6 Compliance with Local Ordinances. Any contraction or withdrawal of land under this Project shall be done in a manner which, in addition to complying with the provisions of the Michigan Condominium Act, shall also comply with all ordinances of Peninsula Township.

## **SECTION 8**

### **RESTRICTIVE COVENANTS**

The land described in Section 2 above shall be subject to the restrictions described in Section 8 of the Condominium Bylaws attached hereto as Exhibit "A", which restrictions shall run with the land and shall be binding on all heirs, successors and assigns of said land; said restrictions, notwithstanding Section 10 hereafter or any other provision of this Master Deed or its attachments and exhibits, shall not be modified, amended nor altered without the express written consent of the Developer.

By way of inclusion and not limitation, the following restrictions shall run with the land described in Section 2 hereof equally as if said restrictions had been provided in said Section 8 of the Condominium Bylaws.

The Association shall conduct routine maintenance of the stormwater retention areas and attendant stormwater management facilities within the Project to continually meet the specifications of the stormwater plan approved by the Grand Traverse County Drain Commissioner's Office. If the Association fails to conduct the required maintenance on the stormwater facilities, the Drain Commissioner's Office reserves the right to request that said maintenance be completed. The Association shall conduct routine maintenance of the stormwater retention areas and other stormwater management facilities within thirty (30) days of receipt of written notification that action is required, unless other acceptable arrangements are made with the Grand Traverse County Drain Commissioner, and shall conduct emergency maintenance within thirty-six (36) hours of written notification; in the event that the Association shall fail to act within these time frames, the Grand Traverse County Drain Commissioner may perform the needed maintenance and assess the costs therefor against the Association. The Drain Commissioner is hereby provided access around any and all retention basins for inspection and maintenance purposes to be performed as specified above. In the event that the retention basins

within the Project become part of a County drain system, the rights, obligations and duties and easements herein may be assigned to the appropriate agency or County office.

## SECTION 9

### EASEMENTS

9.1 Easements for Maintenance and Repair. If any portion of a Unit or Common Element encroaches on another Unit or Common Element due to the shifting, settling, or moving of a building or due to survey errors or construction deviations, reciprocal easements shall exist for the maintenance of the encroachment for so long as the encroachment exists and for the maintenance of the encroachment after rebuilding in the event of destruction. There shall also be permanent easements in favor of the Association (or Developer during the Development and Sale Period) for the maintenance and repair of Common Elements for which the Association (or Developer) may from time to time be responsible or for which it may elect to assume responsibility, and there shall be easements to, through, and over those portions of the land (including the Units) as may be reasonable for the installation, maintenance, and repair of all utility services furnished to the Project. Public utilities shall have access to the Common Elements and to the Units at reasonable times for the installation, repair, or maintenance of those services; and any costs incurred in the opening or repairing of any Common Element or other improvement to install, repair, or maintain common utility services to the Project shall be an expense of administration assessed against all Owners in accordance with the Condominium Bylaws.

9.2 Easements Reserved by Developer. Developer reserves nonexclusive easements for the benefit of (i) itself and its successors and assigns and (ii) the real property that adjoins or is in proximity to the Project which may be now owned or hereafter acquired by the Developer, which may be used at any time or times,

(a) to use, improve, or extend all roadways, drives, and walkways in the Project for the purpose of ingress and egress to and from any Unit or real property owned by it and to and from the land described in Section 2 or which may be now owned or hereafter acquired by the Developer;

(b) to use and have ingress and egress to the Common Elements and any improvements located thereon; and

(c) to use, tap, tie into, extend, or enlarge all utility lines and mains for electricity, gas, water, sewage, drainage, telephone, television and other utility or telecommunication services, public and private, located on the land described in Section 2.

The easements described in this section are subject to payment by the owners of the benefited property of a reasonable share of the cost of maintenance and repair of the improvements constructed on the easements.

9.3 Dedicated Trail Easement. Contemporaneous with the execution of this Master Deed, the Developer has granted to the Township of Peninsula an easement for the installation, maintenance and public use of a recreational trail, and for purposes reasonably related thereto over and across certain portions of the Property (the “Trail Easement”). The Trail Easement is in substantially the form as attached hereto as Exhibit “C” and as of the date hereof will be or has been recorded with the Grand Traverse County Register of Deeds.

## SECTION 10

### AMENDMENT, TERMINATION, AND WITHDRAWAL

10.1 Preconveyance Amendments. If there is no Owner other than Developer, Developer may unilaterally amend the Condominium Documents or, with the consent of any interested mortgagee, unilaterally terminate the Project. All documents reflecting an amendment to the Master Deed or the Condominium Bylaws or a termination of the Project shall be recorded in the register of deeds office in the county where the Project is located.

10.2 Postconveyance Amendments. If there is an Owner other than Developer, the recordable Condominium Documents may be amended for a proper purpose as follows:

(a) Nonmaterial Changes. An amendment may be made without the consent of any Owner or mortgagee if the amendment does not materially alter or change the rights of any Owner or mortgagee of a Unit in the Project, including, but not limited to, (i) amendments to modify the types and sizes of unsold Condominium Units and their appurtenant Limited Common Elements; (ii) amendments correcting survey or other errors in the Condominium Documents; or (iii) amendments to facilitate conventional mortgage loan financing for existing or prospective Owners and enable the purchase of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, or any other agency of the federal government or the State of Michigan.

(b) Material Changes. An amendment may be made even if it will materially alter or change the rights of the Owners with the consent of not less than two-thirds of the Owners and, to the extent required by law, mortgagees. However, an Owner’s Unit dimensions or Limited Common Elements may not be modified without that Owner’s consent, nor may the method or formula used to determine the percentage of value of Units in the Project for other than voting purposes be modified without the consent of each affected Owner and mortgagee. Rights reserved by Developer, including without limitation rights to amend for purposes of contraction or modification of units, shall not be amended without the written consent of Developer so long as Developer or its successors continue to own and to offer for sale any Unit in the Project.

(c) Compliance with Law. Amendments may be made by Developer without the consent of Owners and mortgagees, even if the amendment will materially alter or change the rights of Owners and mortgagees, to achieve compliance with the Act,

administrative rules, or orders adopted by the courts pursuant to the Act or with other federal, state, or local laws, ordinances, or regulations affecting the Project.

(d) Reserved Developer Rights. Developer may also unilaterally make a material amendment without the consent of any Owner or mortgagee for the specific purposes reserved by Developer in this Master Deed. During the Development and Sales Period, this Master Deed and Exhibits “A” and “B” shall not be amended nor shall provisions be modified in any way without the written consent of Developer or its successors or assigns.

(e) Costs of Amendments. A person causing or requesting an amendment to the Condominium Documents shall be responsible for costs and expenses of the amendment, except for amendments based on a vote of the Owners, the costs of which are expenses of administration. The Owners shall be notified of proposed amendments under this section not less than 10 days before the amendment is recorded.

10.3 Project Termination. If there is a Owner other than Developer, the Project may be terminated only with consent of Developer and not less than 80 percent of the Owners and mortgagees, in the following manner:

(a) Termination Agreement. Agreement of the required number of Owners and mortgagees to termination of the Project shall be evidenced by the Owners’ execution of a Termination Agreement, and the termination shall become effective only when the Agreement has been recorded in the register of deeds office in the county where the Project is located.

(b) Real Property Ownership. On recordation of a document terminating the Project, the property constituting the Condominium shall be owned by the Owners as tenants in common in proportion to their respective undivided interests in the Common Elements immediately before recordation. As long as the tenancy in common lasts, each Owner and their heirs, successors, or assigns shall have an exclusive right of occupancy of that portion of the property that formerly constituted their Condominium Unit.

(c) Association Assets. On recordation of a document terminating the Project, any rights the Owners may have to the net assets of the Association shall be in proportion to their respective undivided interests in the Common Elements immediately before recordation, except that common profits (if any) shall be distributed in accordance with the Condominium Documents and the Act.

(d) Notice to Interested Parties. Notification of termination by first-class mail shall be made to all parties interested in the Project, including escrow agents, land contract vendors, creditors, lienholders, and prospective purchasers who have deposited funds.

10.4 Withdrawal of Property. Notwithstanding anything in this Master Deed to the contrary, if Developer has not completed development and construction of Units or

Improvements in the Project that are identified as “need not be built” during a period ending 10 years after the date of commencement of construction by Developer of the Project, Developer has the right to withdraw from the Project all undeveloped portions of the Project not identified as “must be built” without the prior consent of any Owners, mortgagees of Units in the Project, or any other person having an interest in the Project. If this Master Deed contains provisions permitting the expansion, contraction, or rights of convertibility of Units or Common Elements in the Project, the time period is the greater of (a) the 10-year period set forth above or (b) 6 years after the date Developer exercised its rights with respect to either expansion, contraction, or rights of convertibility, whichever right was exercised last. The undeveloped portions of the Project withdrawn shall also automatically be granted easements for utility and access purposes through the Project for the benefit of the undeveloped portions of the Project, subject to the payment of a reasonable pro rata share of the costs of maintaining the easements. If Developer does not withdraw the undeveloped portions of the Project from the Project before the time periods expire, those undeveloped lands shall remain part of the Project as General Common Elements, and all rights to construct Units on that land shall cease.

## **SECTION 11**

### **ASSIGNMENT OF DEVELOPER RIGHTS**

Developer may assign any or all of the rights and powers granted to or reserved by Developer in the Condominium Documents or by law, including without limitation the power to approve or to disapprove any act, use, or proposed action, to any other entity or person, including the Association. Any such assignment or transfer shall be made by an appropriate document in writing and shall be duly recorded in the register of deeds office in the county where the Project is located.

This Master Deed has been signed by Developer and shall be effective as of the date stated on page 1.

DEVELOPER:

Vineyard Ridge, LLC

By: \_\_\_\_\_

Its: Authorized Member



## **CONDOMINIUM BYLAWS**

### **VINEYARD RIDGE CONDOMINIUM**

#### **SECTION 1 ASSOCIATION OF OWNERS**

1.1 Organization. Vineyard Ridge Condominium is a residential multi-phased site condominium project located in Peninsula Township, Grand Traverse County, Michigan, being developed in a single phase, to comprise a maximum of Forty-Seven (47) building sites. On the recording of the Master Deed, the management, maintenance, operation, and administration of the Project shall be vested in an Association of Owners organized as a nonprofit corporation under the laws of the State of Michigan. The Association will keep current copies of the Master Deed, all amendments to the Master Deed, and other Condominium Documents for the Project available at reasonable hours for inspection by Owners, prospective buyers, mortgagees, and prospective mortgagees of Units in the Project.

1.2 Compliance. All present and future Owners, mortgagees, lessees, or other persons who may use the facilities of the Condominium in any manner shall be subject to and comply with the provisions of the Act, the Master Deed and any amendments, the Condominium Bylaws, the Association's Articles of Incorporation, the Association Bylaws, and other Condominium Documents that pertain to the use and operation of the Project. The acceptance of a deed of conveyance, the entering into of a lease, or the act of occupying a Condominium Unit in the Project shall constitute an acceptance of the terms of the Condominium Documents and an agreement to comply with their provisions.

#### **SECTION 2 MEMBERSHIP AND VOTING**

2.1 Membership. Each Owner of a Unit in the Project shall be a member of the Association during the period of ownership, and no other person or entity will be entitled to membership. The share of a member in the funds and assets of the Association may be assigned, pledged, or transferred only as an appurtenance to a Unit.

2.2 Voting Rights. Each Owner will be entitled to one vote for each Unit owned when voting by number and one vote, the value of which shall equal the total of the percentages assigned to the Unit or Units owned, when voting by value. Voting shall be by number except when the Master Deed or Bylaws specifically require voting to be by number and value, and no cumulation of votes shall be permitted.

2.3 Eligibility to Vote. No Owner other than Developer will be entitled to vote at any meeting of the Association until the Owner has presented written evidence of ownership of a Unit in the Project, nor shall the Owner be entitled to vote (except for elections pursuant to Section 3.4) before the Initial Meeting of Members. An Owner shall be permitted to vote only if the Owner is not in default in payment of assessments levied against the Owner's unit. Developer shall be entitled to vote only those Units to which Developer still holds title.

2.4 Designation of Voting Representative. The person entitled to cast the vote for each Unit and to receive all notices and other communications from the Association shall be designated by a certificate signed by all the record owners of a Unit and filed with the secretary of the Association. The certificate shall state the name and address of the individual representative designated; the number of the Unit owned; and the name and address of the person or persons, firm, corporation, partnership, association, trust, or other legal entity who is the Unit owner. All certificates shall be valid until revoked, until superseded by a subsequent certificate, or until a change has occurred in the ownership of the Unit.

2.5 Proxies. Votes may be cast in person or by proxy. Proxies may be made by any designated voting representative who is unable to attend the meeting in person. Proxies will be valid only for the particular meeting designated and any adjournment and must be filed with the Association before the appointed time of the meeting.

2.6 Majority. At any meeting of members at which a quorum is present, 51 percent of the Owners entitled to vote and present in person or by proxy (or written vote, if applicable) shall constitute a majority for the approval of the matters presented to the meeting, except when these Bylaws, the Master Deed, or law required a majority exceeding a simple majority.

### **SECTION 3 MEETINGS AND QUORUM**

3.1 Initial Meeting of Members. The initial meeting of the members of the Association may be convened only by the Developer and may be called at any time after two or more of the Units of the Project have been sold and the buyers qualified as members of the Association. In no event, however, shall the initial meeting be called later than (a) 120 days after the conveyance of legal or equitable title to nondeveloper Owners of 75 percent of the total number of Units that may be created in the Project or (b) 54 months after the first conveyance of legal or equitable title to a nondeveloper Owner of a Unit, whichever first occurs, at which meeting the eligible Owners may vote for the election of directors of the Association. The maximum number of Units that may be added to the Project under Section 6 of the Master Deed shall be included in the calculation of the number of Units that may be created. Developer may call meetings of members of the Association for informational or other appropriate purposes before the initial meeting, but no such informational meeting shall be construed as the initial meeting of members.

3.2 Annual Meeting of Members. After the initial meeting has occurred, annual meetings of the members shall be held in each year on a date and at a time and place selected by the Board of Directors. At least 20 days before the date of an annual meeting, written notice of the date, time, place, and purpose of the meeting shall be mailed or delivered to each member entitled to vote at the meeting; but no less than thirty (30) days written notice shall be provided to each member of any proposed amendment to these Bylaws or to other recorded Condominium Documents.

3.3 Advisory Committee. Within one year after the initial conveyance by Developer of legal or equitable title to an Owner of a Unit in the Project or within 120 days after conveyance of one-third of the total number of Units that may be created in the Project, whichever first occurs, Developer shall select two or more persons from the nondeveloper Owners to serve as an advisory committee to the Board of Directors (the “Advisory Committee”). The purpose of the Advisory Committee is to facilitate communication between the Developer-appointed Board of Directors and the nondeveloper Owners and to aid in the ultimate transition of control to the Owners. The members of the Advisory Committee shall serve for one year or until their successors are selected, and the Committee shall automatically cease to exist at the Transitional Control Date. The Board of Directors and the Advisory Committee shall meet with each other at the request of the Advisory Committee, but there shall be not more than two such meetings each year unless both parties agree.

3.4 Board Composition. Not later than 120 days after conveyance of legal or equitable title to nondeveloper Owners of 25 percent of the Units that may be created in the Project, at least one director and not less than one-fourth of the Board of Directors of the Association shall be elected by nondeveloper Owners. Not later than 120 days after conveyance of legal or equitable title to nondeveloper Owners of 50 percent of the Units that may be created in the Project, not less than one-third of the Board of Directors shall be elected by nondeveloper Owners. Not later than 120 days after conveyance of legal or equitable title to nondeveloper Owners of 75 percent of the Units that may be created in the Project and before conveyance of 90 percent of those Units, the nondeveloper Owners shall elect all directors on the board except that Developer shall have the right to designate at least one director as long as Developer owns and offers for sale at least 10 percent of the Units in the Project or as long as 10 percent of the Units remain that may be created.

3.5 Owner Control. If 75 percent of the Units that may be created in the Project have not been conveyed within 54 months after the first conveyance of legal or equitable title to a nondeveloper Owner, the nondeveloper Owners shall have the right to elect the percentage of members of the Board of Directors of the Association equal to the percentage of Units they hold, and Developer will have the right to elect the percentage of members of the board equal to the percentage of Units that are owned by Developer and for which all assessments are payable by Developer. This election may increase, but shall not reduce, the minimum election and designation rights of directors otherwise established in Section 3.4. Application of this provision does not require a change in the size of the board as designated in the Association bylaws.

3.6 Mathematical Calculations. If the calculation of the percentage of members of the board that the nondeveloper Owners have a right to elect or the product of the number of members of the board multiplied by the percentage of Units held by the nondeveloper Owners results in a right of nondeveloper Owners to elect a fractional number of members of the board, a fractional election right of 0.5 or greater shall be rounded up to the nearest whole number. After application of this formula, Developer shall have the right to elect the remaining members of the board. Application of this provision shall not eliminate the right of Developer to designate at least one member as provided in Section 3.4.

3.7 Quorum of Members. The presence in person or by proxy of 35 percent of the Owners entitled to vote shall constitute a quorum of members. The written vote of an Owner properly furnished at or before a meeting at which the Owner is not present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question on which the vote is cast.

## **SECTION 4 ADMINISTRATION**

4.1 Board of Directors. The business, property, and affairs of the Association shall be managed by a board of directors (the “Board of Directors”) to be elected in the manner described in these Bylaws. The directors designated in the Articles of Incorporation shall serve until their successors have been duly elected and qualified at the initial meeting of members. All actions of the first Board of Directors designated in the Articles of Incorporation or any successors to the directors selected by Developer before the initial meeting of members shall be binding on the Association as though the actions had been authorized by a Board of Directors elected by the members of the Association so long as the actions are within the scope of the powers and duties that a Board of Directors may exercise under the Condominium Documents. A service contract or management agreement entered into between the Association and Developer or affiliates of Developer shall be voidable without cause by the Board of Directors on the Transitional Control Date or within 90 days after the initial meeting has been held and on thirty (30) days’ notice at any time for cause.

4.2 Powers and Duties. The Board shall have all powers and duties necessary to administer the affairs of the Association and may take all actions in support of the administration that are not prohibited by the Condominium Documents or specifically reserved to the members, including the following:

- (a) care, upkeep, and maintenance of the Common Elements
- (b) development of an annual budget and the determination, levy, and collection of assessments required for the operation and affairs of the Condominium
- (c) employment and dismissal of contractors and personnel as necessary for the efficient management and operation of the Condominium Property
- (d) adoption and amendment of rules and regulations governing the use of the Condominium Property not inconsistent with these Bylaws
- (e) opening bank accounts, borrowing money, and issuing evidences of indebtedness in furtherance of the purposes of the Association and designating signatories required for those purposes
- (f) obtaining insurance for the Common Elements, the premiums of which shall be an expense of administration

(g) granting licenses for the use of the Common Elements for purposes not inconsistent with the provisions of the Act or of the Condominium Documents

(h) authorizing the execution of contracts, deeds of conveyance, easements, and rights-of-way affecting any real or personal property of the Condominium on behalf of the Owners

(i) making repairs, additions, and improvements to or alterations of the Common Elements and repairs to and restoration of the Common Elements after damage or destruction by fire or other casualty or as a result of condemnation or eminent domain proceedings

(j) asserting, defending, or settling claims on behalf of all Owners in connection with the Common Elements of the Project and, on written notice to all Owners, instituting actions on behalf of and against the Owners in the name of the Association

(k) further duties as may be imposed by resolution of the members of the Association or that may be required by the Condominium Documents or the Act

4.3 Books of Account. The Association shall keep books and records containing a detailed account of the expenditures and receipts of administration, which will specify the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Association and its members. The accounts shall be open for inspection by the Owners and their mortgagees during reasonable hours. The Association shall also prepare and distribute a financial statement to each Owner at least once a year, the contents of which will be defined by the Association. The books and records shall be reviewed annually and audited at times required by the Board of Directors by qualified independent accountants (who need not be certified public accountants), and the cost of the review or audit shall be an expense of administration.

4.4 Maintenance, Repair, and Replacement. The responsibility for maintenance, repair, and replacement of Units and Common Elements (other than following casualty damage, which is described in Section 6.3 of the Bylaws) is as follows:

(a) All maintenance, repair, and replacement of the structures and other improvements located within a Unit or Limited Common Elements that are the responsibility of the Owner of a Unit as set forth in the Master Deed shall be made by the Owner of the Unit. Each Owner shall be responsible for all damages to the Common Elements resulting from the repairs or from any failure of the Owner to perform maintenance and repairs to a Unit.

(b) All maintenance, repair, and replacement of the General Common Elements, whether located inside or outside the Units, and of Limited Common Elements to the extent required by the Master Deed shall be made by the Association and shall be charged to all the Owners as a common expense unless necessitated by the negligence,

misuse, or neglect of a particular Owner, in which case the expense shall be charged to the responsible Owner. The Association or its agent shall have access to each Unit (but not to the interior of any residence or garage within a Unit) from time to time during reasonable hours, on notice to the occupant, to maintain, repair, or replace any of the Common Elements located within or accessible only from a Unit that are the responsibility of the Association. The Association or its agents shall also have access to each Unit at all times without notice for making emergency repairs necessary to prevent damage to other Units or the Common Elements. Any such maintenance, repair and replacement shall comply with all ordinances of Peninsula Township.

4.5 Reserve Fund. The Association shall maintain a reserve fund, to be used for major repairs and replacement of the Common Elements, as provided by MCL 559.205. The fund shall be established in the minimum amount required on or before the Transitional Control Date and shall, to the extent possible, be maintained at a level that is equal to or greater than 10 percent of the then current annual budget of the Association on a noncumulative basis. The minimum reserve standard required by this section may prove to be inadequate, and the Board should carefully analyze the Project from time to time to determine if a greater amount should be set aside or if additional reserve funds should be established for other purposes.

4.6 Construction Liens. A construction lien arising as a result of work performed on a Unit or on an appurtenant Limited Common Element shall attach only to the Unit on which the work was performed, and a lien for work authorized by Developer or the principal contractor shall attach only to Condominium Units owned by Developer at the time of recording the lien. A construction lien for work authorized by the Association shall attach to each Unit only to the proportionate extent that the Owner of the Unit is required to contribute to the expenses of administration. No construction lien shall arise or attach to a Condominium Unit for work performed on the General Common Elements not contracted for by the Association or Developer.

4.7 Managing Agent. The Board may employ a management company or managing agent at a compensation established by the Board to perform the duties and services as the Board shall authorize, including, but not limited to, the powers and duties described in Section 4.2. Developer or any person or entity related to Developer may serve as managing agent, but any compensation paid to Developer shall be at competitive rates.

4.8 Officers. The Association Bylaws shall provide for the designation, number, terms of office, qualifications, manner of election, duties, removal, and replacement of officers of the Association and may contain any other provisions pertinent to officers of the Association not inconsistent with these Bylaws. Officers may be compensated, but only on the affirmative vote of 67 percent or more of all Owners.

4.9 Indemnification. All directors and officers of the Association shall be entitled to indemnification against costs and expenses incurred as a result of actions (other than willful or wanton misconduct or gross negligence) taken or failed to be taken on behalf of the Association on 10 days notice to all Owners in the manner and to the extent provided by the Association Bylaws. If no judicial determination on indemnification has been made, an opinion of

independent counsel on the propriety of indemnification shall be obtained if a majority of Owners vote to procure such an opinion.

## **SECTION 5 ASSESSMENTS**

5.1 Administrative Expenses. The Association shall be assessed as the entity in possession of any tangible personal property of the Condominium owned or possessed in common, and personal property taxes levied on such property shall be treated as expenses of administration. All costs incurred by the Association in satisfaction of any liability arising within, caused by, or connected with the Common Elements or the administration of the Project shall be expenses of administration, and all sums received as proceeds of or pursuant to any policy of insurance covering the interests of the Owners against liabilities or losses arising within, caused by, or connected with the Common Elements or the administration of the Common Elements shall be receipts of administration.

5.2 Determination of Assessments. Assessments will be determined in accordance with the following provisions:

(a) Initial Budget. The Board of Directors of the Association shall establish an initial budget in advance for each fiscal year that will project all expenses for the coming year that may be required for the proper operation, management, and maintenance of the Condominium Project, including a reasonable allowance for contingencies and reserves. The annual assessment to be levied against each Unit in the Project shall then be determined on the basis of the budget. Copies of the budget shall be delivered to each Owner, although the failure to deliver a copy to each Owner will not affect or in any way diminish the liability of an Owner for any existing or future assessment.

(b) Budget Adjustments. If the Board of Directors determines at any time, in its sole discretion, that the initial assessments levied are insufficient (i) to pay the costs of operation and maintenance of the Common Elements, (ii) to provide for the replacement of existing Common Elements, (iii) to provide for additions to the Common Elements not exceeding \$5,000 annually, or (iv) to respond to an emergency or unforeseen development; the Board is authorized to increase the initial assessment or to levy any additional assessments it deems necessary for such purposes. The discretionary authority of the Board of Directors to levy additional assessments will rest solely with the Board of Directors for the benefit of the Association and its members and may not be attached by or subject to specific performance by any creditors of the Association.

(c) Special Assessments. The Board of Directors may make special assessments in excess of those permitted by subsections (a) and (b) from time to time following the approval of the Owners as provided in this subsection to meet other needs or requirements of the Association, including but not limited to (i) assessments for additions to the Common Elements costing more than \$5,000 in any year, (ii) assessments to purchase a Unit on foreclosure of the lien described in Section 5.5, or (iii) assessments for any other appropriate purpose not specifically described. Special

assessments referred to in this subsection (but not those assessments referred to in subsections (a) and (b), which will be levied in the sole discretion of the Board of Directors) will not be levied without the prior approval of 67 percent or more (in number and in value) of all Owners. The authority to levy assessments pursuant to this subsection is solely for the benefit of the Association and its members and may not be attached by or subject to specific performance by any creditors of the Association.

5.3 Apportionment of Assessments. Except as otherwise provided herein, all assessments levied against the Unit Owners to cover expenses of administration shall be apportioned among and paid by the Owners in accordance with the Percentage of Value allocated to each Unit in the Master Deed and any other assessment provisions in the Master Deed, without increase or decrease for the existence of any rights to the use of Limited Common Elements appurtenant to a Unit. Unless the Board elects some other periodic payment schedule, annual assessments will be payable by Owners in four (4) equal quarterly installments, commencing with the acceptance of a deed to or a land contract vendee's interest in a Unit or with the acquisition of title to a Unit by any other means. The payment of an assessment will be in default if the assessment, or any part, is not received by the Association in full on or before the due date for the payment established by rule or regulation of the Association. However, the Board of Directors, including the first Board of Directors appointed by Developer, may relieve a Unit Owner who has not constructed a residence within a Unit from payment, for a limited period of time, of all or some portion of the assessment for the Unit's respective allocable share of the Association budget. The purpose of this provision is to provide fair and reasonable relief from Association assessments for nonresident Owners until those Owners begin to use the Common Elements on a regular basis.

5.4 Expenses of Administration. The expenses of administration shall consist, among other things, of the amounts the Board deems proper to operate and maintain the Condominium property under the powers and duties delegated to it and may include, without limitation, amounts to be set aside for working capital of the Condominium, for a general operating reserve, for a reserve for replacement, and for meeting any deficit in the common expense for any prior year. Any reserves established by the Board before the initial meeting of members shall be subject to approval by the members at the initial meeting. The Board shall advise each Owner in writing of the amount of common charges payable by the Owner and shall furnish copies of each budget containing common charges to all Owners.

5.5 Collection of Assessments. Each Owner shall be obligated for the payment of all assessments levied on the Owner's Unit while that person is the Owner of the Unit, and no Owner may become exempt from liability for the Owner's contribution toward the expenses of administration by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of a Unit.

(a) Legal Remedies. In the event of default by any Owner in paying the assessed common charges, the Board may declare all unpaid installments of the annual assessment for the pertinent fiscal year to be immediately due and payable. In addition, the Board may impose reasonable fines or charge interest at the legal rate on assessments from and after the due date. Unpaid assessments, together with interest on the unpaid

assessments, collection and late charges, advances made by the Association for taxes or other liens to protect its lien, attorney fees, and fines in accordance with the Condominium Documents, shall constitute a lien on the Unit prior to all other liens except tax liens in favor of any state or federal taxing authority and sums unpaid on a mortgage of record recorded before the recording of any notice of lien by the Association; and the Association may enforce the collection of all sums due by suit at law for a money judgment or by foreclosure of the liens securing payment as provided by MCL 559.208. In a foreclosure proceeding, whether by advertisement or by judicial action, the Owner or anyone claiming under the Owner shall be liable for assessments charged against the Unit that become due before the redemption period expires, together with interest, advances made by the Association for taxes or other liens to protect its lien, costs, and reasonable attorney fees incurred in their collection.

(b) Sale of Unit. On the sale or conveyance of a Unit, all unpaid assessments against the Unit shall be paid out of the sale price by the buyer in preference over any other assessment or charge except as otherwise provided by the Condominium Documents or by the Act. A buyer or grantee may request a written statement from the Association for the amount of unpaid assessments levied against the Unit being sold or conveyed, and the buyer or grantee shall not be liable for, nor shall the Unit sold or conveyed be subject to, a lien for any unpaid assessments in excess of the amount stated in a written response from the Association. However, unless the buyer or grantee requests a written statement from the Association at least five days before the sale as provided in the Act, the buyer or grantee shall be liable for any unpaid assessments against the Unit together with interest, late charges, fines, costs, and attorney fees.

(c) Self-Help. The Association may enter the Common Elements, Limited or General, to remove and abate any condition constituting a violation or may discontinue the furnishing of services to an Owner in default under any of the provisions of the Condominium Documents on seven days' written notice to the Owner of the Association's intent to do so. An Owner in default shall not be entitled to use any of the General Common Elements of the Project and shall not be entitled to vote at any meeting of the Association so long as the default continues, but this provision shall not operate to deprive any Owner of ingress and egress to and from the Owner's Unit.

(d) Application of Payments. Money received by the Association in payment of assessments in default shall be applied as follows: first, to costs of collection and enforcement of payment, including reasonable attorney fees; second, to any interest charges and fines for late payment on the assessments; and third, to installments of assessments in default in order of their due dates.

5.6 Financial Responsibility of Developer. The responsibility of Developer for assessments is as follows:

(a) Pret turnover Expenses. Before the Transitional Control Date, it will be Developer's responsibility to keep the books balanced and to avoid any continuing deficit in operating expenses, but the Developer shall not be responsible for the payment of

general or special assessments. At the time of the initial meeting, Developer will be liable for the funding of any continuing deficit of the Association that was incurred before the Transitional Control Date.

(b) Postturnover Expenses. After the Transitional Control Date and continuing for any remaining Development and Sales Period, Developer shall not be responsible for the payment of either general or special assessments levied by the Association on Units owned by Developer until construction of a building on a Unit is commenced.

(c) Exempted Transactions. Under no circumstances will Developer be responsible for the payment of any portion of any assessment that is levied for deferred maintenance, reserves for replacement, capital improvements, or additions or to finance litigation or other claims against Developer.

## **SECTION 6 TAXES, INSURANCE, AND REPAIR**

6.1 Real Property Taxes. Real property taxes and assessments shall be levied against the individual Units and not against the Property of the Project or any phase of the Project, except for the calendar year in which the Project or phase is established. Taxes and assessments that become a lien against the Property in the year in which the Project was established shall be expenses of administration and shall be assessed against the Units located on the land with respect to which the tax or assessment was levied in proportion to the Percentage of Value assigned to each Unit. Real property taxes and assessments levied in any year in which a vacation of the Project occurs shall be assessed only against the individual Units. For tax and special assessment purposes, no Unit shall be combined with any other Unit or Units, and no assessment of any fraction of a Unit or combination of any Unit with other whole or partial Units shall be made, nor shall any division or split of the assessment or taxes of a single Unit be made, whether the Unit is owned by an individual or multiple Owners. Taxes for real property improvements made to or within a specific Unit shall be assessed against that Unit only, and each Unit shall be treated as a separate, single parcel of real property for purposes of property taxes and special assessments.

6.2 Insurance Coverage. The Association shall be appointed as attorney-in-fact for each Owner to act on insurance matters and shall be required to obtain and maintain, to the extent applicable, casualty insurance with extended coverage, vandalism, and malicious mischief endorsements; liability insurance (including director's and officer's liability coverage if deemed advisable); and worker's compensation insurance pertinent to the ownership, use, and maintenance of the Common Elements of the Project. All insurance shall be purchased by the Board of Directors for the benefit of the Association, the Owners, the mortgagees, and Developer, as their interests may appear. The insurance, other than title insurance, shall be carried and administered according to the following provisions:

(a) Owner Responsibilities. Each Owner will be responsible for obtaining casualty insurance coverage at the Owner's expense with respect to the residence and all other improvements constructed or located within the perimeters of the Owner's Unit and

for the Limited Common Elements appurtenant to the Owner's Unit. It shall also be each Owner's responsibility to obtain insurance coverage for the Owner's personal property within the Owner's Unit or elsewhere on the Condominium, for personal liability for occurrences within the Owner's Unit or on the Limited Common Elements appurtenant to the Owner's Unit, and for alternative living expenses in the event of fire or other casualty causing temporary loss of the Owner's residence. All insurance carried by the Association or any Owner shall contain provisions permitting the waiver of the right of subrogation for any claims against any Owner or the Association for insured losses.

(b) Common Element Insurance. The General Common Elements of the Project shall be insured by the Association against casualties covered by a standard extended coverage endorsement, to the extent deemed applicable and appropriate, in an amount to be determined annually by the Board of Directors. The Association shall not be responsible for maintaining insurance with respect to the Limited Common Elements, the Units themselves, or any improvements located within the Units.

(c) Fidelity Insurance. The Association may obtain, if desired, fidelity coverage to protect against dishonest acts by its officers, directors, employees, and all others who are responsible for handling funds of the Association.

(d) Power of Attorney. The Board of Directors is irrevocably appointed as the agent for each Owner, each mortgagee, other named insureds and their beneficiaries, and any other holder of a lien or another interest in the Condominium or the Property to adjust and settle all claims arising under insurance policies purchased by the Board and to execute and deliver releases on the payment of claims.

(e) Indemnification. Each individual Owner shall indemnify and hold harmless every other Owner, Developer, and the Association for all damages, costs, and judgments, including actual attorney fees, that any indemnified party may suffer as a result of defending claims arising out of an occurrence on or within an individual Owner's Unit or appurtenant Limited Common Elements. This provision shall not be construed to give an insurer any subrogation right or other right or claim against an individual Owner, Developer, or the Association, which rights are waived.

(f) Premium Expenses. Unless otherwise provided, all premiums for insurance purchased by the Association pursuant to these Bylaws shall be expenses of administration of the Association.

6.3 Reconstruction and Repair. If any part of the Condominium Property is damaged or destroyed by fire or other casualty, the decision whether or not it will be reconstructed or repaired will be made in the following manner:

(a) General Common Elements. If the damaged property is a General Common Element, the damaged property shall be repaired or rebuilt unless 80 percent or more of the Owners and the institutional holders of mortgages on any Unit in the Project agree to the contrary. However, if the damaged property is common roadway and is the

sole means of ingress and egress to one or more Units in the Project, it will be repaired or rebuilt unless the 80 percent or more of the Owners agreeing not to repair or rebuild includes the Owners of all such Units.

(b) Limited Common Elements and Improvements. If the damaged property is a Limited Common Element or an improvement located within the boundaries of a Unit, the Owner of the affected Unit alone shall determine whether to rebuild or repair the damaged property, subject to the rights of any mortgagee or other person having an interest in the property, and the Owner shall be responsible for the cost of any reconstruction or repair that the Owner elects to make. The Owner shall in any event remove all debris and restore the Unit and its improvements to a clean and slightly condition satisfactory to the Association within a reasonable period of time following the occurrence of the damage.

(c) Reconstruction Standards. Any reconstruction or repair shall be substantially in accordance with the Master Deed and the original plans and specifications for the improvements located within the Unit, unless prior written approval for changes is obtained from the Architectural Review Committee.

(d) Procedure and Timing. Immediately after the occurrence of a casualty causing damage that is to be reconstructed or repaired by the Association, the Association shall obtain reliable and detailed estimates of the cost to place the damaged property in a condition as good as that existing before the damage. If the proceeds of insurance are not sufficient to cover the estimated cost of reconstruction or repair required to be performed by the Association or if at any time during the reconstruction or repair the funds for the payment of the costs by the Association are insufficient, assessment shall be levied against all Owners in sufficient amounts to provide funds to pay the estimated or actual costs of reconstruction or repair. This provision shall not be construed to require the replacement of mature trees and vegetation with equivalent trees or vegetation.

(e) Compliance with Local Ordinances. Any reconstruction and repair is required to meet all local ordinances and codes, including all ordinances of Peninsula Township as applicable at the time of any reconstruction and/or repair.

6.4 Eminent Domain. The following provisions will control on any taking by eminent domain:

(a) Condominium Units. In the event of the taking of all or any portion of a Condominium Unit or any improvements located within the perimeters of a Unit, the award for the taking shall be paid to the Owner of the Unit and any mortgagee, according to their interests. If an Owner's entire Unit is taken by eminent domain, the Owner and any mortgagee shall, after acceptance of the condemnation award, be divested of all interest in the Project.

(b) Common Elements. In the event of the taking of all or any portion of the General Common Elements, the condemnation proceeds relative to the taking shall be

paid to the Association for use by or distribution to its members. The affirmative vote of 80 percent or more of the Owners in number and in value shall determine whether to rebuild, repair, or replace the portion taken or to take another action.

(c) Amendment to the Master Deed. If the Project continues after the taking by eminent domain, the remaining portion of the Project shall be resurveyed and the Master Deed amended accordingly; and if any Unit has been taken, Section 5 of the Master Deed shall also be amended to reflect the taking and to proportionately readjust the Percentages of Value of the remaining Owners based on the continuing total value of the Condominium of 100 percent. The amendment may be completed by an officer of the Association duly authorized by the Board of Directors without the necessity of execution or specific approval by any Owner.

(d) Notice to Mortgagees. If any Unit in the Condominium, the Common Elements, or any portion of them is made the subject matter of an eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the Association shall promptly notify each holder of a publicly recorded mortgage lien on any of the Units in the Condominium.

(e) Inconsistent Provisions. To the extent not inconsistent with the provisions of this section, MCL 559.233 shall control on any taking by eminent domain.

## **SECTION 7 CONSTRUCTION REQUIREMENTS**

7.1 Design Standards. Design standards for Units in the Project are set forth in this section. Design standards promote quality, value, and stability for Unit Owners. The standards in this section are intended to promote consistency of architecture and landscape design and to enhance and preserve real estate values.

7.2 Review Committee. Developer has or will establish an architectural review committee (the "Review Committee"). The Review Committee shall be composed of three (3) then Owners of Units in the condominium, including Developer, while they own such Units. The Review Committee shall be selected by a majority vote of the then Owners of Units in the Condominium, for a term of three (3) years. The Review Committee may designate a representative to act for it. In the event of death or resignation of any member of the Review Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Review Committee or its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The mission of the Review Committee is to ensure that all plans submitted for review, and all subsequent exterior changes or modifications, meet the criteria established in the design standards. The design standards for the Project are intended to provide a compatible neighborhood image.

7.3 Architectural Review. No residences, buildings, fences, walls, drives, walks, landscaping or other improvements on any Unit shall be commenced, erected, or maintained; no addition to or external change in the appearance of any structure shall be made (including color

and design); and no hedges, trees, plantings, or landscaping modifications shall be made until plans or specifications acceptable to the Review Committee, showing the nature, kind, shape, height, materials, color scheme, location, and approximate cost of the structure or improvement and the grading and landscaping plan of the area to be affected, have been submitted to and approved in writing by the Review Committee. The Review Committee shall have the right to refuse to approve any plans or specifications, including the grading and landscaping plans, that are not suitable or desirable in its opinion for aesthetic or other reasons. In passing on such specifications or grading or landscaping plans, the Review Committee shall have the right to take into consideration the suitability of the proposed structure, improvement, or modification; the site on which it is proposed to be erected; and the degree of harmony with the Condominium as a whole. In the event the Review Committee approves a landscaping plan, but deems it to create an extraordinary burden on the maintenance responsibilities of the Association, the Review Committee may condition such approval on the Unit Owners acceptance of an additional assessment or the financial responsibility associated with the landscaping plan.

7.4 Approval of Contractor. All residences and other structures shall be constructed only by residential home builders licensed by the State of Michigan and approved in writing by the Review Committee. If building construction is intended to commence within three months after the date of plan approval, the name of the proposed residential builder must be submitted when the plans and specifications are submitted. If construction is to be delayed beyond three months, the name of the proposed residential builder must be submitted for approval at least 60 days before the commencement of construction. In its approval process, the Review Committee may take into consideration the qualifications of the proposed builder along with its reputation in the community before deciding whether or not that builder will be approved for participation in the Project. Construction of all other improvements must also be done by contractors approved in writing by the Review Committee.

7.5 Procedure. The Review Committee's approval or disapproval as required in Section 7.3 and 7.4 above shall be in writing. In the event the Review Committee or its designated representative fail to approve or disapprove within thirty (30) days after plans and specifications have been submitted (in the case of Section 7.3) or after a proposed residential builder has been submitted (in the case of Section 7.4), or in the event, if no suit to enjoin the construction or the use of the builder has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

7.6 Specific Requirements. All approvals required by this section shall comply with the following requirements:

(a) Construction Materials. Each residence shall be finished with natural wood, masonry (brick), stone or cement siding, including windows clad with either aluminum or vinyl. Exposed chimneys shall be constructed of brick or stone; and exposed concrete masonry on all other visible improvements shall also be finished with brick or stone, subject to a maximum of 12 inches of allowable exposed concrete. Roofs must be of shingle construction using cedar, fiberglass, or asphalt shingles. Driveways may be of asphalt, brick, or cement. Any decorative fencing shall be constructed primarily of wood

or have a wood appearance. All exterior paints, stains, and material colors must be shown as part of the plan submitted for approval, and samples shall be furnished to the Review Committee on request.

(b) Size and Space Requirements. All dwellings constructed on any Unit shall be single-story (walkout) or two-story, with no less than 1,600 square feet of ground floor finished living area (as calculated on exterior dimensions, exclusive of decks, porches, patios, garages, and basements whether full basements, daylight basements, or walkout basements).

(c) Improvements and Outbuildings. Each residence must be equipped with an attached garage of not less than two stalls and not more than three stalls. No out buildings, detached structures or car ports shall be erected on any Unit.

(d) Letter and Delivery Boxes. The Review Committee will determine the location, design, and permitted lettering of all mail and paper delivery boxes. Each Owner will either install a mailbox and delivery box or pay the reasonable cost of installation as determined by the Review Committee for installation by the Association.

(e) Exterior Stairways. Exterior stairways adjoining any deck to the ground level are permissible.

7.7 Local Codes and Ordinances. In addition to the construction requirements in this Section, all buildings and other structures must comply with applicable building, mechanical, electrical, and plumbing codes of the applicable jurisdictions in effect when the building or structure is erected, as well as all zoning and police power ordinances of Peninsula Township.

7.8 Time for Construction. At the time of submitting the name of a proposed residential builder for approval, a date for commencement of construction (which shall not be more than three years after the date of approval) must be agreed on and approved by the Review Committee. Once construction has started, work on the building including all exterior finishes, landscaping and paving must be diligently pursued and completed within a maximum of 12 months from the date of commencement. The Committee may extend the time for commencement or completion when, in its opinion, conditions warrant an extension.

7.9 Reserved Developer Rights. The purpose of Section 7 is to ensure the continued maintenance of the Condominium as an attractive and harmonious residential development, and its provisions shall be binding on both the Association and all Owners in the Project. Developer (or any residential builder to whom Developer has assigned such rights) shall have the right to maintain a model unit, sales office, advertising display signs, storage areas, and reasonable parking incident to its sales efforts and to access to, from, and over the Property as may be reasonable to enable development and sale of the entire Project.

7.10 Building Lines. For the purpose of this section, the word *building* will mean the main residence; the garage and related outbuildings; and their projections such as eaves; bay, bow, or oriel windows; exterior chimneys; covered porches; porticos; loggias; and similar

projections. *Building* will not include open pergolas, uncovered porches, open terraces, stoops, steps, or balustrades the sides of which do not extend more than three feet above the level of the ground floor of the main building.

7.11 Permitted Variance. The Review Committee may, on a showing of practical difficulty or other good cause, grant variances from the requirements of this section, but only to an extent and in a manner that does not violate the spirit and intent of the requirements.

7.12 Setback Lines. No building will be erected on any Unit nearer to the street line or to either side Unit boundary or closer to the rear Unit boundary than permitted by the setback requirements of the zoning applicable to the Unit that is in effect at the time of the contemplated construction of any building unless a variance or other permission for the setback is obtained from the applicable authority. If compliance with these setback requirements is impracticable or would create a hardship for a corner Unit or an odd-shaped building site, the Review Board may specify front yard, side yard, and rear yard widths and depths that are less than those required by this section. When 1<sup>1</sup>/<sub>2</sub> or more Units are acquired as a single building site, the side Unit boundaries will refer only to the Unit boundary lines bordering the property of adjoining owners.

7.13 Building Height. The height of any building shall not be more than two (2) stories. If any portion of a level or floor within a building is below grade, all of that level or floor shall be considered a basement level.

7.14 Improvements Adjoining Roadway. No trees, plantings, fencing, or other improvements will be placed where they obstruct vehicular visibility at or near street intersections.

7.15 Soil from Excavation. All soil to be removed from any of the Units in the course of grading or excavating will, at Developer's option, become the property of Developer and be placed by the Owner or the Owner's contractor at the Owner's expense in a location within or adjoining the Project designated by Developer.

## **SECTION 8 USE AND OCCUPANCY RESTRICTIONS**

8.1 Residential Use. Condominium Units shall be used exclusively for residential occupancy, and no Unit or appurtenant Common Element shall be used for any purpose other than that of a single-family residence and purposes incidental to residential use. Home occupations conducted entirely within the residence and participated in solely by members of the immediate family residing in the residence that do not generate unreasonable traffic by members of the general public and do not change the residential character of the Unit or neighborhood are permitted as incidental to primary residential use. No building intended for other business uses and no apartment house, rooming house, day care facility, foster care residence, or other commercial or multiple-family dwelling of any kind shall be erected, placed, or permitted on any Unit.

8.2 Home Occupations. To be permitted as a *home occupation*, there must be (a) no sign or display that indicates from the exterior that the residence is being used for any purpose other than that of a single-family dwelling; (b) no goods or commodities kept for viewing or sale within the Unit or the Project; and (c) no mechanical or electrical equipment used other than personal computers and other office equipment. In no event shall any barbershop, styling salon, beauty parlor, tearoom, animal hospital, or any other form of animal care or treatment such as dog trimming be considered as a home occupation.

8.3 Common Areas. The Common Elements shall be used only by the Owners of Units in the Condominium and their agents, tenants, family members, invitees, and licensees for access, ingress to, and egress from the respective Units and for other purposes incidental to use of the Units. Any parking areas or other Common Elements designed for a specific purpose shall be used only for those purposes or other uses approved by the Board. The use, maintenance, and operation of the Common Elements shall not be obstructed, damaged, or unreasonably interfered with by any Owner and shall be subject to any lease or easement presently in existence or entered into by the Board at some future date that affects all or any part of the Common Elements.

8.4 Use and Occupancy Restrictions. In addition to the general requirements of Sections 8.1–8.3, the use of the Project and its Common Elements by any Owner shall be subject to the following specific restrictions:

(a) Exterior Changes. No Owner shall make any additions, alterations, or modifications to any of the Common Elements or any changes to the exterior appearance of the building or other improvements within the perimeters of the Owner's Unit without prior approval of Developer or the Review Committee. A change in the color of a residence or a significant landscaping change are included within the meaning of a change in exterior appearance.

(b) Unit Rental. No portion of a Unit may be rented and no transient tenants be accommodated in any building, but this restriction shall not prevent the rental or sublease of an entire Unit together with its appurtenant Limited Common Elements for residential purposes in the manner permitted by these Bylaws.

(c) Nuisances. No nuisances shall be permitted on the Property, nor shall any use or practice be permitted that is a source of annoyance to or that unreasonably interferes with the peaceful possession or proper use of the Project by its residents. No Unit shall be used in whole or in part for the storage of rubbish or trash or for the storage of any property or thing that may cause the Unit to appear in an unclean or untidy condition. No substance or material shall be kept on a Unit that will emit foul or obnoxious odors or that will cause excessive noise that will or might disturb the peace, quiet, comfort, or serenity of the occupants of surrounding Units.

(d) Prohibited Uses. Nothing shall be done or kept in any Unit or on the Common Elements that will increase the rate of insurance for the Project without the prior written consent of the Association. No Owner shall permit anything to be done or

kept in the Owner's Unit or elsewhere on the Common Elements that will result in the cancellation of insurance on any Unit or any part of the Common Elements or that will violate any law.

(e) Signs. No signs or other advertising devices (other than one professionally made unlit sign or a sign of substantially the same quality and appearance advertising a unit for sale that is not larger than four square feet in size) shall be displayed from any residence or on any Unit that are visible from the exterior of the Unit or from the Common Elements without written permission from the Association or its managing agent.

(f) Personal Property. No Owner shall display, hang, or store any clothing, sheets, blankets, laundry, or other items of personal property outside a residence or ancillary building. This restriction shall not be construed to prohibit a Owner from placing and maintaining outdoor furniture and accoutrements and decorative foliage of a customary nature and appearance on a patio, deck, or balcony of a Unit, though no such furniture or other personal property shall be stored on any open patio, deck, or balcony that is visible from another Unit or from the Common Elements of the Project.

(g) Firearms and Weapons. No Owner shall use or permit the use by any occupant, agent, tenant, invitee, guest, or member of the Owner's family of any firearms; air rifles; pellet guns; BB guns; bows and arrows; illegal fireworks; or other dangerous weapons, projectiles, or devices anywhere on or about the Property.

(h) Pets and Animals. No animals, livestock, or poultry shall be raised, bred, or kept on any Unit except that domestic dogs, cats, and other types of household pets may be kept, provided they are not kept, bred or maintained for any commercial purposes. No exotic, savage, or dangerous animals shall be kept on the Property. Common household pets permitted under the provisions of this subsection shall be kept only in compliance with the rules and regulations promulgated by the Board of Directors from time to time and must at all times be kept under care and restraint so they are not obnoxious on account of noise, odor, or unsanitary conditions. No animal shall be permitted to run loose on the Common Elements or on any Unit except the Unit owned by the owner of the animal, and the owner of each pet shall be responsible for cleaning up after it. No dog houses or dog runs shall be permitted. Underground or "invisible" pet control or containment systems are permissible.

(i) Recreational Vehicles. No recreational vehicles, boats, or trailers shall be parked or stored in any garage (if the storage would prevent full closure of the garage door) or elsewhere on the Property, without the written approval of the Association. No snowmobile, all-terrain vehicle, or other motorized recreational vehicle shall be operated on the Property. No maintenance or repair shall be performed on any boat or recreational vehicle except within a garage or residence where totally isolated from public view. No trailer, motor home, or mobile home (including manufactured, modular, pre-fabricated or similar home), campers, basement home, tent, shack, garage, barn, or other out buildings on any Unit shall be used as a residence, either temporarily or permanently. Trailers,

motor homes, or campers must not be parked outside except temporarily, which shall be defined as no more than ten (10) days in any twelve (12) month period. No outdoor playground equipment (swings, slides, etc.) shall be permitted and all vehicles must be parked within the garage.

(j) Lawn Care, Landscaping and Exterior Maintenance. The lawn and landscaping appurtenant to each Unit shall be maintained by the Association and may not be altered or changed in any manner unless approved in writing by the Review Committee. In addition, all outside maintenance of every Unit, including the structures constructed thereon, shall be performed by the Association.

(k) Trash Containers and Pick Up. All trash shall be placed in containers approved by the Review Committee and kept inside the garage or other fully enclosed area except for short periods of time reasonably necessary to permit collection.

(l) Exterior Lighting. No vapor lights, dusk-to-dawn lights, or other lights that are regularly left on during the night may be installed or maintained on any Unit without the prior consent of the Review Committee.

(m) Solar Panels and Satellite Dishes. No solar panel may be installed on any Unit until the type, design, and location of the solar panel has been approved in writing by the Review Committee. An Owner may install a satellite dish on the Owner's Unit no larger than eighteen (18") inches in diameter, subject to reasonable prior approval by the Review Committee for size, location, color, and screening. To the extent required by applicable federal law, the Review Committee's regulations shall not unreasonably impair a Owner's installation, maintenance, or use of a satellite dish.

(n) Use of Common Elements. The General Common Elements shall not be used for the storage of supplies or personal property (except for the short periods of time that are reasonably necessary to permit the placement of trash for collection the next day). No vehicles shall be parked on or along the roadways (except for parties or receptions generating a need for off-site parking), and Owners shall not personally use or obstruct any guest parking areas that are located on the Common Elements of the Project without the prior consent of the Association. No Owner shall in any way restrict access to any utility line or other area that must be accessible to service the Common Elements or that affects an Association responsibility in any way. In general, no activity shall be carried on or condition maintained by any Owner either in the Owner's Unit or on the Common Elements that despoils the appearance of the Condominium.

(o) Application of Restrictions. Unless arbitration is elected pursuant to these Bylaws, a dispute or question whether a violation of any specific regulation or restriction in this section has occurred shall be submitted to the Board of Directors of the Association, which shall conduct a hearing and render a decision in writing, which shall be binding on all owners and other parties with an interest in the Project.

8.5 Zoning Compliance. In addition to the restrictions in Section 8, the use of any Unit or structure on the Property must satisfy the requirements of the zoning ordinances of the municipality where the Project is located in effect at the time of the contemplated use unless a variance for the use is obtained from a unit of government with jurisdiction over the use of the Unit and Property.

8.6 Rules of Conduct. Additional rules and regulations consistent with the Act, the Master Deed, and these Bylaws concerning the use of Units and Common Elements may be promulgated and amended by the Board. Copies of the rules and regulations must be furnished by the Board to each Owner at least 10 days before their effective date and may be revoked at any time by the affirmative vote of the Board or 60 percent or more of all Owners.

8.7 Enforcement by Developer. The Project shall at all times be maintained in a manner consistent with the highest standards of a private residential community used and occupied for the benefit of the Owners and all other persons interested in the Condominium. If at any time the Association fails or refuses to carry out its obligations to maintain, repair, replace, and landscape in a manner consistent with the maintenance of such standards, Developer, or any person to whom it assigns this right, may, at its option, elect to maintain, repair, or replace any Common Elements or to do any landscaping required by these Bylaws and to charge the cost to the Association as an expense of administration. Developer shall have the right to enforce these Bylaws throughout the Development and Sales Period, and this right of enforcement shall include (without limitation) an action to restrain the Association or any Owner from any prohibited activity.

8.8 Owner Enforcement. An aggrieved Owner will also be entitled to compel enforcement of the Condominium Documents by an action for injunctive relief or damages against the Association, its officers, or another Owner in the Project.

8.9 Remedies on Breach. In addition to the remedies granted by Section 5.5 for the collection of assessments, the Association shall have the right, in the event of a violation of the restrictions on use and occupancy imposed by this Section 8, to enter the Unit and to remove or correct the cause of the violation. The entry will not constitute a trespass, and the Owner of the Unit will reimburse the Association for all costs of the removal or correction. Failure to enforce any of the restrictions in this section will not constitute a waiver of the right of the Association to enforce restrictions in the future.

8.10 Reserved Rights of Developer. The restrictions in this section shall not apply to the commercial activities of Developer during the Development and Sale Period. Developer shall also have the right to maintain a sales office, advertising display sign, storage areas, and reasonable parking incident to its sales efforts and to reasonable access to, from, and over the Property to enable development and sale of the entire Project.

8.11 Assignment and Succession. Developer may be assigned any of the rights granted to or reserved by it in the Condominium Documents or by law to any other entity or to the Association. Any assignment or transfer shall be made by an appropriate document in writing, signed by Developer and recorded in the register of deeds office for the county where the Project

is located. On qualification, the assignee will have the same rights and powers as those granted to or reserved by Developer in the Condominium Documents.

8.12 Uses Meeting Local Codes and Ordinances. Notwithstanding all of the other provisions under this Section 8 of the Bylaws with respect to uses, all uses must meet the requirements of local laws, codes, and the ordinances, including all ordinances of Peninsula Township.

## **SECTION 9 MORTGAGES**

9.1 Notice to the Association. Any Owner who mortgages a Unit shall notify the Association of the name and address of the mortgagee (in this section, the “Mortgagee”), and the Association will maintain this information. The information relating to Mortgagees will be made available to Developer or its successors as needed to obtain consent from or give notice to Mortgagees concerning actions requiring consent from or notice to Mortgagees under the Condominium Documents or the Act.

9.2 Insurance. The Association shall notify each of the Mortgagees of the name of each company insuring the Condominium against fire, perils covered by extended coverage, and vandalism and malicious mischief, with the amounts of the coverage.

9.3 Rights of Mortgagees. Except as otherwise required by applicable law or regulations, a Mortgagee of a Unit will be granted the following rights:

(a) Inspection and Notice. On written request to the Association, a Mortgagee will be entitled (i) to inspect the books and records relating to the Project on reasonable notice, (ii) to receive a copy of the annual financial statement that is distributed to Owners; (iii) to notice of any default under the Condominium Documents by its mortgagor in the performance of the mortgagor’s obligations that is not cured within thirty (30) days; and (iv) to notice of all meetings of the Association and its right to designate a representative to attend the meetings.

(b) Exemption from Restrictions. A Mortgagee that comes into possession of a Unit pursuant to the remedies provided in the mortgage or by deed (or assignment) in lieu of foreclosure shall be exempt from any option or right of first refusal on the sale or rental of the mortgaged Unit in the Condominium Documents.

9.4 Additional Notification. When notice is to be given to a Mortgagee, the Board of Directors shall also give such notice to the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Veterans Administration, the Federal Housing Administration, the Farmer’s Home Administration, the Government National Mortgage Association, and any other public or private secondary mortgage market entity participating in purchasing or guarantying mortgages of Units in the Condominium if the Board of Directors has notice of their participation.

## **SECTION 10 LEASES**

10.1 Notice of Lease. An Owner, including Developer, who intends to lease a Unit shall disclose that fact in writing to the Association at least ten (10) days before presenting a lease form to the prospective tenant and, at the same time, shall supply the Association with a copy of the lease form. No Unit shall be leased for a period of less than one (1) year without the prior written consent of the Association.

10.2 Terms of Lease. All occupants of a Unit shall comply with all the conditions of the Condominium Documents of the Project, and all lease and rental agreements must require compliance.

10.3 Remedies of the Association. If the Association determines that any non-Owner occupant has failed to comply with any conditions of the Condominium Documents, the Association may take the following action:

(a) Notice. The Association shall notify the Owner by certified mail advising of the alleged violation by the non-Owner occupant.

(b) Investigation. The Owner will have 15 days after receipt of the notice to investigate and correct the alleged breach by the non-Owner occupant or to advise the Association that a violation has not occurred.

(c) Legal Action. If, after 15 days the Association believes that the alleged breach has not been cured or may be repeated, it may institute an action for eviction against the non-Owner occupant and a simultaneous action for money damages (in the same or in a separate action) against the Owner and the non-Owner occupant for breach of the conditions of the Condominium Documents. The relief provided for in this section may be by summary proceeding. The Association may hold both the non-Owner occupant and the Owner liable for any damages to the Common Elements caused by the Owner or the non-Owner occupant in connection with the Unit or the Project.

10.4 Liability for Assessments. If an Owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to a non-Owner occupant occupying the Owner's Unit under a lease or rental agreement and the non-Owner occupant, after receiving such notice, shall deduct from rental payments due the Owner the full arrearage and future assessments as they fall due and pay them to the Association. Such deductions shall not be a breach of the lease agreement by the non-Owner occupant.

## **SECTION 11 TRANSFER OF UNITS**

11.1 Unrestricted Transfers. An individual Owner may, without restriction under these Bylaws, sell, give, devise, or otherwise transfer the Owner's Unit or any interest in the Unit.

11.2 Notice to Association. Whenever a Owner sells, gives, devises, or otherwise transfers the Owner's Unit or any interest in the Unit, the Owner shall give written notice to the Association within five days after consummating the transfer. The notice shall be accompanied by documents evidencing the title or interest transferred.

## **SECTION 12 ARBITRATION**

12.1 Submission to Arbitration. Any dispute, claim, or grievance arising out of or relating to the interpretation or application of the Master Deed, Bylaws, or other Condominium Documents and any disputes, claims, or grievances arising among or between Owners or between Owners and the Association may, on the election and written consent of the parties to the dispute, claim, or grievance and written notice to the Association, be submitted to arbitration; and the parties shall accept the arbitrator's decision and award as final and binding. The Arbitration Rules for the Real Estate Industry of the American Arbitration Association, as amended and in effect from time to time, shall apply to all such arbitrations.

12.2 Disputes Involving Developer. A contract to settle by arbitration may also be executed by Developer and any claimant for any claim against Developer that might be the subject of a civil action, provided as follows:

(a) Buyer's Option. At the exclusive option of a Buyer or an Owner in the Project, Developer shall execute a contract to settle by arbitration any claim that might be the subject of a civil action against Developer that involves an amount less than \$2,500 and arises out of or relates to a purchase agreement, a Unit, or the Project.

(b) The Association's Option. At the exclusive option of the Association of Owners, Developer shall execute a contract to settle by arbitration any claim that might be the subject of a civil action against Developer that arises out of or relates to the Common Elements of the Project if the amount of the claim is \$10,000 or less.

12.3 Preservation of Rights. Election by any Owner or by the Association to submit any dispute, claim, or grievance to arbitration shall preclude that party from litigating the dispute, claim, or grievance in the courts. Except as provided in this section, however, all interested parties shall be entitled to petition the courts to resolve any dispute, claim, or grievance in the absence of an election to arbitrate.

## **SECTION 13 COVENANT TO BUILD AND OPTION TO PURCHASE**

13.1 Covenant to Build. Each Owner of a Unit in the Condominium, by acceptance of a deed of conveyance or land contract from Developer, agrees to commence construction of a residence on the Owner's Unit, in conformity with the restrictions in the Condominium Documents, not later than twenty four (24) months from the date on which the deed or contract is delivered to the Owner.

13.2 Option to Repurchase. If construction of a residence on the Unit does not commence within the twenty four (24) month period allowed by Section 13.1, Developer will have the option to repurchase the Unit at any time after the expiration of the period for construction, provided that construction has not then begun, by payment to the Owner of the purchase price paid by the Owner or the Owner's predecessors to Developer when the Owner acquired the Unit. Developer may exercise this option by giving written notice to the Owner, and the repurchase shall be closed within 10 days from the date of the notice. At closing, Developer will pay the purchase price to the Owner, and the Owner will deliver to Developer a warranty deed free and clear of all liens and encumbrances other than those reflected on the original title policy under which the Owner received title. This option shall run with the land.

13.3 Right of First Refusal. If an Owner does not construct a residence on the Unit and desires to sell, assign, transfer, or convey the Unit to another party within five years from the date of receiving a deed or land contract from Developer, Developer shall have an option to repurchase the Unit for a purchase price at the lesser of the price for which the Owner proposes to transfer the Unit to another party or the purchase price paid by the Owner or the Owner's predecessors to Developer.

13.4 Exercise of Refusal Right. Developer shall have thirty (30) days from the date of receiving notice from the Owner of the latter's intention to sell, transfer, or convey the Unit in which to elect to repurchase. The option may be exercised by giving written notice to the Owner, and the repurchase shall be closed within 10 days from the date of the notice. At closing, Developer will pay the purchase price to the Owner, and the owner shall deliver to Developer a warranty deed clear of all liens and encumbrances other than those reflected on the original title policy under which the Owner received title to the Unit. This option shall run with the land, and if the Owner breaches it, Developer will have the right to acquire the Unit from a subsequent buyer on the same price and terms, commencing on the date Developer learns of the transfer and expiring 90 days later.

13.5 Modification of Terms. The provisions of this Section 13 maybe waived in writing by Developer or may be modified by a written agreement between the Owner and Developer.

## **SECTION 14 OTHER PROVISIONS**

14.1 Definitions. All terms used in these Bylaws will have the same meaning assigned by the Master Deed to which the Bylaws are attached or as defined in the Act.

14.2 Severability. If any of the terms, provisions, or covenants of these Bylaws or of any Condominium Document are held to be partially or wholly invalid or unenforceable for any reason, that holding shall not affect, alter, modify, or impair any of the other terms, provisions, or covenants of the documents or the remaining portions of any terms, provisions, or covenants held to be partially invalid or unenforceable.

14.3 Notices. Notices provided for in the Act, Master Deed, or Bylaws shall be in writing and shall be addressed to the Association at its registered office in the State of Michigan and to any Owner at the address in the deed of conveyance or at another address subsequently provided. The Association may designate a different address for notices to it by giving written notice of the change of address to all Owners. Any Owner may designate a different address for notices by giving written notice to the Association. Notices addressed as above shall be deemed delivered when mailed by U.S. mail with postage prepaid or when delivered in person.

14.4 Amendment. These Bylaws may be amended, altered, changed, added to, or repealed only in the manner prescribed by Section 9 of the Master Deed.

14.5 Conflicting Provisions. In the event of a conflict between the Act (or other laws of the State of Michigan) and any Condominium Document, the Act (or other laws of the State of Michigan) shall govern. In the event of a conflict between the provisions of any one or more of the Condominium Documents themselves, the following order of priority shall be applied, and the provisions of the document having the highest priority shall govern:

1. the Master Deed, including the Condominium Subdivision Plan but excluding these Bylaws
2. these Condominium Bylaws
3. the Articles of Incorporation of the Association
4. the Association Bylaws
5. the Rules and Regulations of the Association
6. the Disclosure Statement

## OPTION TO PURCHASE

For the sum of \$1.00, the receipt and sufficiency of which is acknowledged, OMP RE, LLC, a Michigan limited liability company, with its office in Traverse City, Michigan, ("Optionor"), hereby grants KEN SCHMIDT, C/O SCHMIDT COLDWELL BANKER T.C., with an office in Traverse City, Michigan, ("Optionee"), the exclusive right and option to purchase certain real estate and business assets in Peninsula Township, Grand Traverse County, Michigan, as more fully described on attached **Exhibit A**, subject to and upon the following terms and conditions:

1. Term. This Option commences on the execution of this Option, and unless extended or exercised, the option will expire on ~~December 31, 2015~~ <sup>JANUARY 31, 2016</sup>. Optionee will deliver complete copies of all surveys, survey drawings, engineering studies, reports on the property, approvals for development, zoning materials, and other studies or materials obtained by Optionee with respect to the property, provided also that Optionor will keep all of such information absolutely confidential unless and until the option expires without having been exercised by Optionee.

2. Purchase Price. If the option is exercised, the purchase price of the real estate will be net \$750,000.00 to Sellers (after all expenses), payable in cash or certified funds at closing.

3. Manner of Exercise. This option may be exercised by written notice, signed by Optionee and personally served on Optionor.

4. Closing. If the option is exercised, the closing shall be held in Traverse city, Michigan, not more than sixty (60) days after the date of notice of exercise. At closing, Optionee shall pay the purchase price and Optionor shall convey marketable title to the property to Optionee by a recordable warranty.

5. Title Insurance. Within fourteen (14) days after the exercise of this option, Optionor shall provide Optionee with a title insurance commitment to insure marketable title in Optionee upon exercise of this option by Optionee, on a standard ALTA owner's policy of title insurance, with standard exceptions, for the full amount of the purchase price. Optionee shall have fourteen (14) days from and after the date of receipt of the commitment to examine the status of title as disclosed by the commitment, and any documents reflected in the chain of title or the commitment, and to give Optionor written notice of any objections to the title and Optionor shall have a reasonable time within which to correct the defects in title if the same can be corrected within a reasonable time, or Optionee may withdraw its objection to the defects.

6. Access to Premises. Optionor hereby grants Optionee and its agents the right to enter upon the premises, at any reasonable time during the option period, to conduct such surveys, soil borings, environmental, engineering, architectural, and topographical, and other studies as Optionee may desire, at any time during the option period, provided that Optionee shall be responsible for the repair and restoration of any damage it causes to the premises as a result of such studies.

7. Zoning Matters. Optionor hereby consents and agrees to any such actions by Optionee, and agrees to join in and consent to any such reasonable requests and actions for necessary approvals, provided the requests relate solely to the application for approval of the proposed development, and not otherwise, and provided also that Optionee shall bear any and all costs incurred in connection with such requests and/or approvals. In this regard, such approvals shall be sought in the name of Optionee in a manner that the same may be transferred to Optionor in the event the Option is not exercised, and if the option is not exercised, Optionee will so transfer its interest in such approvals to the Optionor.

8. Miscellaneous.

(a) This agreement shall bind and benefit the parties and their respective heirs, successors, personal representatives and assigns.

(b) This agreement has been made in Michigan and it shall be construed, interpreted, and enforced in accordance with Michigan law.

IN WITNESS WHEREOF, the undersigned have signed this option on 13 day of Oct, 2015.

OPTIONOR:

OMP RE, LLC

By: 

Terry L. Beia

OPTIONEE:



Ken Schmidt

Prepared by:  
Patrick E. Heintz  
Bishop & Heintz, P.C.  
440 W. Front at Oak  
Traverse City, MI 49684  
(231) 946-4100  
G:\Lori\Docs\Real\OMP - Schmidt Option to Purchase.wpd

## EXHIBIT A

Land situated in the Township of Peninsula, Grand Traverse County, Michigan:

The South 20 acres of the Northeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 36, Town 28 North, Range 11 West, more particularly described as: Commencing at a point on the East line of said Section 36, which is South 673.6 feet from the Northeast corner of said Section; thence North  $89^{\circ}30'$  West 1,320.4 feet to the West line of the Northeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$ ; thence South  $0^{\circ}15'$  West 658.8 feet to the South line of said Northeast  $\frac{1}{4}$  of Northeast  $\frac{1}{4}$ ; thence South  $89^{\circ}15'$  East 1,324.5 feet to the East line of Section 36; thence North 658.8 feet to Point of Beginning since March 28, 1947, EXCEPT, that part of the South  $\frac{1}{2}$  of the Northeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$ , Section 36, Town 28 North, Range 11 West, more fully described as: Commencing at the Southeast corner of said South  $\frac{1}{2}$  of the Northeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$ ; thence North (assumed) along the East Section line, 202.42 feet to the Point of Beginning; thence West at right angles, 163.00 feet; thence North, 130.00 feet; thence East 163.00 feet; thence South along Section line, 130.00 feet to the Point of Beginning, excepting the right of way of Highway M-37.

And, that part of the North 20 acres of Northeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of said Section described as commencing at a point on the West line thereof which is 223.26 feet South of the Northwest corner thereof; thence East 855 feet parallel with the North line of Section 36; thence South  $7^{\circ}44'$  West 451.6 feet to the North line of the South 20 acres of the Northeast  $\frac{1}{4}$  of Northeast  $\frac{1}{4}$ ; thence North  $89^{\circ}27'$  West 795 feet along the North line of said South 20 acres to the West line of the Northeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$ ; thence North  $0^{\circ}06'$  East 440 feet along said West line to Point of Beginning.

AND

Land situated in the Township of Peninsula, Grand Traverse County, Michigan: Part of the South  $\frac{1}{2}$  of the Northeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 36, Town 28 North, Range 11 West, described as: Commencing at the Southeast corner of the South  $\frac{1}{2}$  of the Northeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$ ; thence North along the East Section line 202.42 feet; thence West 60 feet to the point of beginning; thence West 103 feet; thence North 130 feet; thence East 103 feet; thence South 130 feet to the point of beginning. Commonly known as 6867 Center Road, Traverse City, Michigan.

**FIRST AMENDMENT TO OPTION TO PURCHASE**

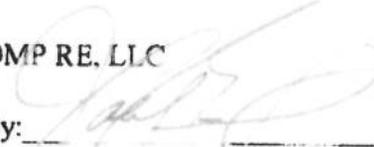
The parties executed that certain Option to Purchase that expired on January 13, 2016 and wish to extend that option through Peninsula Township approval (Planning Commission approval of the site plan) and commencing 30 days thereafter, Optionee will pay Five Thousand (\$5,000.00) Dollars a month of non-refundable option money for up to six (6) months, or until close, whichever first occurs. Optionor will assist and cooperate with Optionee to obtain necessary Township approval, which will all be at the cost of the Optionee.

Upon closing on the purchase, the option payments to that date will be credited against the purchase price. If the closing does not occur for any reason, then the option payments are forfeited and become property of the Optionor. At that point, the option expires and the Optionor will have the right to dispose of the property free of the option. In no event will this option extend beyond July 1, 2016 without payments being made to Optionor. In any event, the Optionee will provide Optionor with a complete set of all documents and materials generated in connection with the development, Township application and all bids, site plans, etc.

Unless modified herein, the original Option to Purchase shall be extended accordingly.

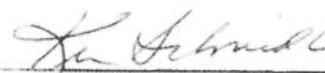
OPTIONOR:

OMP RE. LLC

By: 

Patrick E. Heintz

OPTIONEE:

  
Ken Schmidt

Prepared by:

Patrick E. Heintz

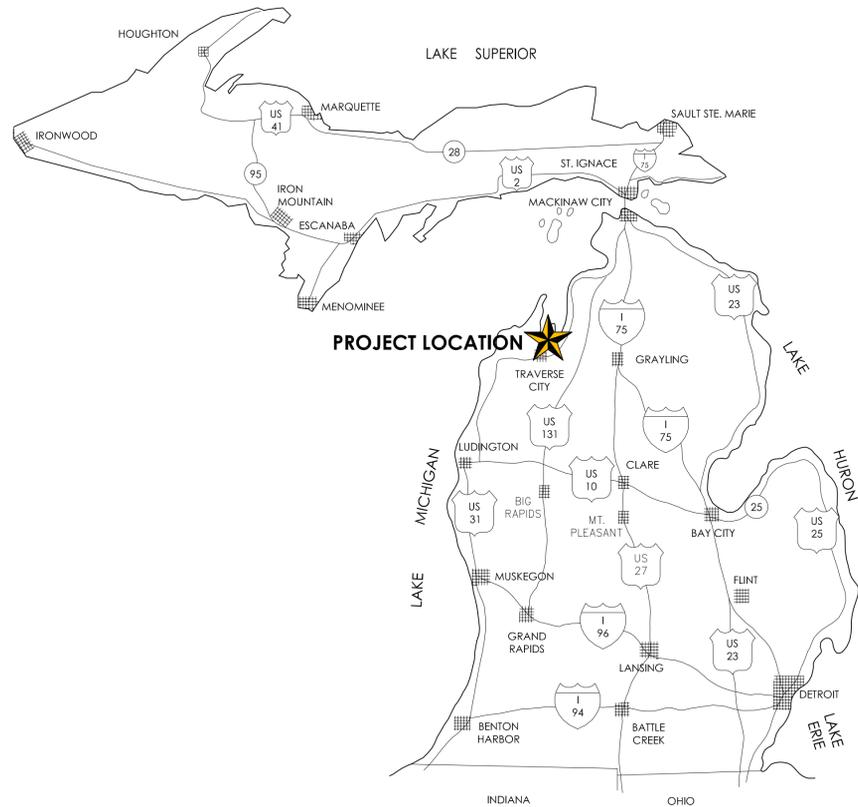
Bishop & Heintz, P.C.

440 W. Front at Oak

Traverse City, MI 49684

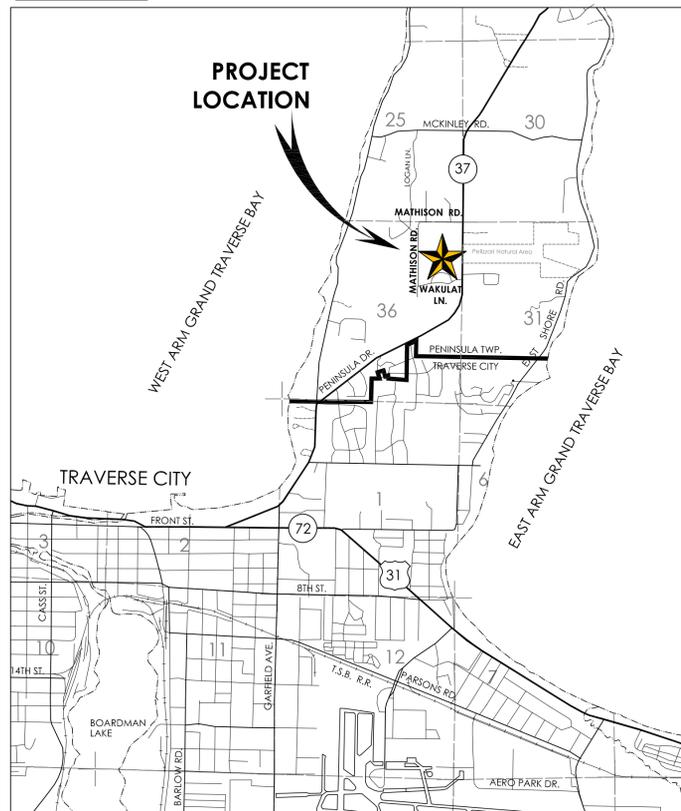
(231) 946-4100

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MICHIGAN LOCATION MAP

VICINITY MAP



DESCRIPTION	EXISTING	PROPOSED
GROUND CONTOUR	605	613
SPOT ELEVATION	613.2	613.50
CONTOUR FROM USGS TOPOGRAPHIC MAP		613.50
TOP OF CURB ELEVATION	+ 613.5	613.00
PAVEMENT (OR GUTTER FLOW LINE) ELEVATION	613.0	
DIRECTION OF SURFACE FLOW		←
DRAINAGE HIGH POINT		HP.
DRAINAGE LOW POINT		LP.
WATER MAIN	---	---
SANITARY FORCE MAIN	---	---
SANITARY SEWER	---	---
STORM SEWER	---	---
GAS MAIN	---	---
OVERHEAD ELECTRIC	---	---
PROPERTY LINE	---	---
TREE LINE	~	~
PINE LINE	---	---
EDGE OF WETLAND	---	---
EDGE OF WATER	---	---
C/L OR DRAINAGE DITCH OR WATER LINE	---	---
SILT FENCE	---	---
DETENTION BASIN BERM	---	---
MANHOLE (MH)	○	●
CATCH BASIN (CB)	⊗	⊗
CLEAN OUT (CO)	⊙	⊙
RISER	⊗	⊗
GATE VALVE	⊕	⊕
FIRE HYDRANT ASSEMBLY	⊕	⊕
CURB STOP & BOX	⊗	⊗
POLE, POWER OR ELECTRIC	⊗	⊗
LIGHT POLE		☀
SIGN	▽	△
BENCH MARK (BM)	⊕	⊕
U/G UTILITY SIGN	△	△
GUY ANCHOR	↓	↓
DIRECTION OF SURFACE FLOW		←
DRAINAGE HIGH POINT		HP.
DRAINAGE LOW POINT		LP.
SOIL EROSION CONTROL MEASURE (MICHIGAN UNIFIED KEYING SYSTEM) P=PERMANENT T=TEMPORARY		6
IRON FOUND / IRON SET	●	○
CONCRETE MONUMENT	○	○
GOVERNMENT CORNER	⊙	⊙
NAIL FOUND / NAIL SET	▲	△
RECORD / MEASURED	(R)	(M)
FENCE	---	---
WOOD STAKE	□	□

PUBLIC AGENCIES AND UTILITIES

**GRAND TRAVERSE COUNTY DEPARTMENT OF PUBLIC WORKS (DPW)**  
 Manager: John Divozzo  
 Address: 2650 Lafranier Rd., Traverse City, MI 49686  
 Telephone: 231-995-6039

**GRAND TRAVERSE COUNTY ROAD COMMISSION**  
 Manager: James Cook  
 Address: 1881 Lafranier Rd., Traverse City, MI 49686  
 Telephone: 231-922-4848

**GRAND TRAVERSE COUNTY SOIL EROSION AND SEDIMENTATION CONTROL**  
 Supervisor: Jean Derenzy  
 Address: 400 Boardman Ave., Traverse City, MI 49684  
 Telephone: 231-995-6042

PENINSULA TOWNSHIP STORMWATER CONTROL ORDINANCE

Planning Director: Gordon Hayward  
 Telephone: 231-223-7314  
 Township Engineer: Brian Boals (Gourdie/Fraser)  
 Telephone: 231-946-5874

CHERRYLAND ELECTRIC COOPERATIVE (ELEC.)

Engineer: Frank Seipker  
 Address: 5930 US-31 S., Traverse City, MI 49684  
 Telephone: 231-486-9220

CONSUMERS ENERGY (ELEC.)

Engineer: Chuck Walkonis  
 Address: 821 Hastings St., Traverse City, MI 49686  
 Telephone: 231-929-6228

CHARTER COMMUNICATIONS (T.V.)

Manager: Rob Nowak  
 Address: 701 S. Airport Rd., Traverse City, MI 49686  
 Telephone: 231-941-3766

POLICE AGENCIES

EMERGENCIES: 911  
 Michigan State Police: 231-946-4646  
 Grand Traverse County Sheriff: 231-995-5001  
 Peninsula Twp. Community Police Officer: 231-223-4525

FIRE DEPARTMENTS

EMERGENCIES: 911  
 Grand Traverse Metro: 231-947-3000  
 Grand Traverse Rural: 231-943-9721  
 Peninsula Township:  
 Station #1: 231-223-4443  
 Station #2: 231-947-1293



PLAN INDEX

- C1.0 COVER SHEET
- C1.1 NOTE SHEET
- C1.2 TYPICAL CROSS SECTIONS
- C1.3 CIVIL DETAILS - SANITARY SEWER
- C1.4 CIVIL DETAILS - SITE AND STORM SEWER
- C2.0 EXISTING CONDITIONS, DEMOLITION AND SOILS PLAN
- C3.0 SOIL EROSION & SEDIMENTATION CONTROL PLAN
- C4.0 SITE & DIMENSION PLAN
- C4.1 OVERALL SITE PLAN
- C5.0 OVERALL GRADING PLAN
- C6.0 OVERALL UTILITY PLAN
- C6.1 VINEYARD RIDGE DR. - PLAN & PROFILE: P.O.B. TO STA 11+00
- C6.2 VINEYARD RIDGE DR. - PLAN & PROFILE: STA 11+00 TO STA 22+00
- C6.3 VINEYARD RIDGE DR. - PLAN & PROFILE: STA 22+00 TO P.O.E.
- P1.0 PHASING PLAN

# VINEYARD RIDGE

Peninsula Township, Grand Traverse County, Michigan

830 Cottageview Dr., Ste. 201  
 P.O. Box 4015  
 Traverse City, MI 49685  
 Phone: 231-946-9310  
 www.mnueps.com  
 info@mnueps.com

## Mansfield

Land Use Consultants

REV#	DATE	ISS.	BY	CHK.	DESCRIPTION
07	10/02/13	dim	mm	dim	Updated Area & Parking Calculations
08	10/06/13	dim	mm	dim	Routing updates
09	10/08/13	dim	mm	dim	Submittal
10	10/14/13	dim	mm	dim	New road design
11	11/01/13	dim	mm	dim	Adjust structure location per client
12	12/20/13	dim	mm	dim	Revise phasing, trail easement
13	10/04/17	dim	mm	dim	Revise temporary turn-around
14	02/27/17	dim	mm	dim	Revise easements, fences

Ken Schmidt  
 Vineyard Ridge  
 COVER SHEET  
 Section 36, Town 28 North, Range 11 West  
 Peninsula Township, Grand Traverse County, Michigan

PRELIMINARY

DATE: dim

SCALE: mm:dim 2.3:16

JOB NO: 15119

C1.0

P:\User Projects\2015\15119 Ken Schmidt\Map\Pen\15119\_Peninsula\_Michigan.dwg (15119.dwg) - Apr 13, 2017 10:40am - MHD:mk

**GENERAL CONSTRUCTION NOTES:**

1. **MISS DIG**  
FOR PROTECTION OF UNDERGROUND UTILITIES AND IN CONFORMANCE WITH PUBLIC ACT 53, 1974, THE CONTRACTOR SHALL DIAL 811 or 1-800-482-7171 A MINIMUM OF THREE FULL WORKING DAYS, EXCLUDING SATURDAYS, SUNDAYS, AND HOLIDAYS PRIOR TO BEGINNING EACH EXCAVATION IN AREAS WHERE PUBLIC UTILITIES HAVE NOT BEEN PREVIOUSLY LOCATED. MEMBERS WILL THUS BE ROUTINELY NOTIFIED. THIS DOES NOT RELIEVE THE CONTRACTOR OF THE RESPONSIBILITY OF NOTIFYING UTILITY OWNERS WHO MAY NOT BE PART OF THE "MISS DIG" ALERT SYSTEM.

2. **EXISTING UTILITIES**  
EXISTING PUBLIC UTILITIES AND UNDERGROUND STRUCTURES SUCH AS PIPE LINES, ELECTRIC CONDUITS, SEWERS AND WATER LINES, ARE SHOWN ON THE PLANS. THE INFORMATION SHOWN IS BELIEVED TO BE REASONABLY CORRECT AND COMPLETE. HOWEVER, NEITHER THE CORRECTNESS NOR THE COMPLETENESS OF SUCH INFORMATION IS GUARANTEED. PRIOR TO THE START OF ANY OPERATIONS IN THE VICINITY OF ANY UTILITIES, THE CONTRACTOR SHALL NOTIFY THE UTILITY COMPANIES AND "MISS DIG" AND REQUEST THAT THEY STAKE OUT THE LOCATIONS OF THE UTILITIES IN QUESTION. COST OF REPAIR FOR ANY DAMAGED UTILITY LINES THAT IS PROPERLY STAKED SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.

3. **PROTECTING UTILITIES**  
SPECIAL CARE SHALL BE TAKEN IN EXCAVATING IN THE PROXIMITY OF ALL UNDERGROUND UTILITIES. THE CONTRACTOR SHALL SECURE ASSISTANCE FROM THE APPROPRIATE UTILITY COMPANY IN LOCATING ITS LINES. THE CONTRACTOR SHALL ALSO: PROVIDE SUPPORT FOR ANY UTILITY WITHIN THE EXCAVATION, PROVIDE PROPER COMPACTION UNDER ANY UNDERMINED UTILITY STRUCTURE AND, IF NECESSARY, INSTALL TEMPORARY SHEETING OR USE A TRENCH BOX TO MINIMIZE THE EXCAVATION. THE CONTRACTOR SHALL PROTECT AND SAVE HARMLESS FROM DAMAGE ALL UTILITIES, WHETHER PRIVATELY OR PUBLICLY OWNED, ABOVE OR BELOW GROUND SURFACE, WHICH MAY BE ENCOUNTERED DURING CONSTRUCTION, AT NO ADDITIONAL COST TO THE OWNER. THE CONTRACTOR SHALL PROVIDE ADEQUATE SUPPORT FOR UTILITY POLES AS NECESSARY.

4. **SAFETY**  
THE CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE LAWS AND REGULATIONS GOVERNING THE FURNISHING AND USE OF SAFEGUARDS, SAFETY DEVICES AND PROTECTION EQUIPMENT. THE CONTRACTOR SHALL TAKE ANY NECESSARY PRECAUTIONS TO PROTECT THE LIFE AND HEALTH OF EMPLOYEES AND THE PUBLIC IN THE PERFORMANCE OF THE WORK.

5. **SOIL EROSION & SEDIMENTATION CONTROL**  
THE CONTRACTOR SHALL PROVIDE TEMPORARY SOIL EROSION CONTROL MEASURES PER P. A. 451 AS AMENDED. THE CONTRACTOR SHALL MEET WITH THE SOIL EROSION CONTROL OFFICER BEFORE STARTING CONSTRUCTION TO REVIEW THE TEMPORARY SOIL EROSION CONTROL MEASURES AND REQUIREMENTS. THE SOIL EROSION MEASURES SHOWN ARE THE MINIMUM CONTROLS TO BE USED ON THIS PROJECT. THE CONTRACTOR SHALL INSTALL ADDITIONAL TEMPORARY AND PERMANENT SOIL EROSION CONTROL MEASURES TO PROTECT THE DISTURBED AREAS AND ADJACENT PROPERTIES FROM ACCELERATED EROSION AND SEDIMENTATION RESULTING FROM PROJECT CONSTRUCTION, IF DIRECTED BY THE ENGINEER OR SOIL EROSION CONTROL OFFICER. AT NO ADDITIONAL COST TO THE PROJECT, NO EXCAVATION WORK MAY PROCEED UNTIL THE SOIL EROSION AND SEDIMENTATION CONTROL MEASURES ARE IN PLACE. ALL WORK MUST BE IN ACCORDANCE WITH THE APPROVED PERMIT FROM THE GRAND TRAVERSE COUNTY SOIL EROSION AND SEDIMENTATION CONTROL OFFICE.

6. **PROPERTY CORNERS**  
EXISTING KNOWN PROPERTY CORNERS ARE IDENTIFIED ON THE PLANS. IF A PROPERTY CORNER IS DISTURBED DURING CONSTRUCTION IT SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE BY A PROFESSIONAL LAND SURVEYOR.

7. **SURVEY DATUM**  
ALL ELEVATIONS ARE BASED ON N.A.V.D., 1988, UNLESS OTHERWISE SPECIFIED.

8. **RESTORATION WORK**  
ALL DISTURBED AREAS SHALL BE TOPSOILED, SEEDED, FERTILIZED AND MULCHED. MULCH BLANKET SHALL BE INSTALLED IN AREAS AS DESIGNATED AND SHALL BE INCIDENTAL TO OTHER ITEMS. ALL EXCESS TOPSOIL WILL REMAIN WITHIN THE PROPERTY OWNER'S AREA. THE CONTRACTOR SHALL REPAIR ALL WASHOUTS AND EROSION DURING THE GUARANTEE PERIOD OF ONE (1) YEAR AT NO ADDITIONAL COST TO THE OWNER.

9. **REMOVAL ITEMS**  
THE CONTRACTOR SHALL RESTORE ALL LAWN, LANDSCAPE PLANTINGS, SIDEWALKS, COMMERCIAL SIGNS, ETC., AS REQUIRED, UNLESS SPECIFICALLY NOTED FOR REMOVAL ON THE PLANS. ALL SIDEWALKS, DRIVES, CULVERTS, DRAINAGE STRUCTURES, ABOVE GRADE UTILITIES, ETC. SHALL BE PROTECTED. ALL SUCH ITEMS DAMAGED OR DESTROYED DURING CONSTRUCTION SHALL BE REMOVED AND REPLACED WITH NEW BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.

10. **CONSTRUCTION SIGNAGE & TRAFFIC CONTROL**  
LOCAL TRAFFIC AND CONSTRUCTION SIGNAGE SHALL BE MAINTAINED AT ALL TIMES ACCORDING TO THE APPROVED PERMITS BY THE GRAND TRAVERSE COUNTY ROAD COMMISSION, M.D.O.T. AND ANY ASSOCIATED PERMIT CONDITIONS.

11. **DUST CONTROL**  
THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTROLLING DUST ON THIS PROJECT THROUGH THE USE OF WATER TRUCKS OR DUST PALLIATIVE. PAYMENT FOR DUST CONTROL SHALL BE INCLUDED IN THE LUMP SUM CONTRACT AND SHALL NOT BE PAID SEPARATELY. DUST SHALL BE CONTINUOUSLY CONTROLLED TO THE SATISFACTION OF THE OWNER.

12. **PROTECTIVE FENCE**  
THE CONTRACTOR IS RESPONSIBLE FOR ALL SITE SECURITY. THE CONTRACTOR SHALL PROVIDE, INSTALL AND MAINTAIN A TEMPORARY PROTECTIVE SNOW FENCE AROUND ALL OPEN TRENCH EXCAVATIONS THAT ARE LEFT OPEN OVERNIGHT OR ANY OTHER UNSAFE AREAS ON SITE THAT REQUIRE PUBLIC PROTECTION.

13. **EXCESS MATERIALS**  
ALL EXCESS MATERIALS SHALL BE DISPOSED OF BY THE CONTRACTOR OFF OF THE SITE UNLESS OTHERWISE NOTED OR APPROVED BY THE OWNER. ALL REMOVALS AND TRANSPORTATION OF THE REMOVED MATERIALS SHALL BE DONE IN ACCORDANCE WITH THE SPECIFICATIONS AND ALL LOCAL, STATE AND FEDERAL LAWS.

14. **SAWCUTTING PAVEMENT**  
SAWCUT EXISTING PAVEMENT TO THE LIMITS OF CONSTRUCTION OR AS DIRECTED BY THE ENGINEER. IF THE EDGE IS DAMAGED SUBSEQUENT TO SAWCUTTING, THE EDGE SHALL BE RECUT AT NO ADDITIONAL COST TO THE OWNER.

15. **DEWATERING**  
ANY REQUIRED DEWATERING FOR SITE WORK, INCLUDING THE USE OF STONE OR GRAVEL FOR DEWATERING PURPOSES, WILL NOT BE PAID FOR SEPARATELY BUT SHALL BE INCLUDED IN THE LUMP SUM CONTRACT.

16. **UTILITY SEPARATION**  
MAINTAIN REQUIRED ISOLATION DISTANCES FROM PROPOSED UTILITIES LIVE WELLS, SEPTIC FIELDS, STORM BASINS, ETC.

17. **RECYCLING**  
THE CONTRACTOR IS ENCOURAGED TO RECYCLE ANY MATERIALS OR PRODUCTS THAT ARE REUSABLE OR CAPABLE OF BEING RECYCLED.

**GENERAL GRADING CONSTRUCTION NOTES:**

1. **QUALITY OF WORK**  
ALL CONSTRUCTION WORKMANSHIP AND MATERIALS SHALL CONFORM TO THE CURRENT M.D.O.T. STANDARD SPECIFICATIONS FOR CONSTRUCTION AND DETAILS.

2. **SUBGRADE PREPARATION**  
THE PRESENCE OF OTHER THAN GRANULAR MATERIALS IN THE SUBGRADE SOIL SHALL REQUIRE A FULL WIDTH, FIFTEEN INCH, GRANULAR SUB-BASE, M.D.O.T. CLASS II OR EQUIVALENT, PREPARED SUBGRADE WIDTH, DEPTH AND COMPACTION MUST BE REVIEWED AND/OR TESTED PRIOR TO PLACEMENT OF GRAVEL.

3. **AGGREGATE BASE MATERIAL**  
AGGREGATE BASE TO BE USED ON THE PROJECT MUST MEET SPECIFICATION FOR M.D.O.T. 22A AND MUST BE TESTED AND APPROVED PRIOR TO PLACEMENT. AGGREGATE BASE PLACEMENT MUST COMPLY WITH SECTION 3.01 OF THE CURRENT M.D.O.T. STANDARD SPECIFICATIONS FOR CONSTRUCTION. PREPARED AGGREGATE BASE WIDTH, DEPTH AND COMPACTION MUST BE REVIEWED AND TESTED PRIOR TO THE PLACEMENT OF BITUMINOUS SURFACE.

4. **BITUMINOUS PAVEMENT (HMA)**  
THE CONTRACTOR SHALL GIVE THE OWNER'S REPRESENTATIVE 48 HOURS' NOTICE PRIOR TO PLACEMENT OF BITUMINOUS SURFACE. BITUMINOUS PAVING MUST BE PERFORMED IN ACCORDANCE WITH CURRENT M.D.O.T. STANDARD SPECIFICATIONS FOR CONSTRUCTION.

5. **REMOVAL OF ORGANICS**  
ALL TREES, STUMPS, BRUSH AND ROOTS THEREOF, SHALL BE ENTIRELY REMOVED FROM WITHIN THE ROADWAY GRADING AND UTILITY TRENCHES.

6. **ROADWAY GRADING**  
ALL DISTURBED AREAS SHALL BE TOPSOILED, SEEDED, FERTILIZED AND MULCHED. THE CONTRACTOR IS RESPONSIBLE FOR ESTABLISHING GROUND COVER ON AREAS DISTURBED BY CONSTRUCTION.

7. **FIELD CHANGES**  
ANY CHANGES IN SPECIFICATIONS OR CONSTRUCTION METHODS MUST BE REVIEWED AND APPROVED BY THE ENGINEER AND OWNER, AND MUST NOT CONFLICT WITH APPROVED PERMITS.

8. **DRAINAGE**  
EXISTING STORM DRAINAGE DITCHES SHALL BE REBUILT IF FILLED IN OR REMOVED DURING CONSTRUCTION. THE CONTRACTOR IS RESPONSIBLE TO REPAIR OR REPLACE, AS REQUIRED, ALL DRAINAGE CULVERTS OR STRUCTURES DAMAGED DURING CONSTRUCTION AND SHALL BE CONSIDERED INCIDENTAL TO THE PROJECT.

**GENERAL SANITARY SEWER CONSTRUCTION NOTES:**

1. **STANDARDS**  
ALL CONSTRUCTION AND MATERIALS SHALL CONFORM TO THE TOWNSHIP'S CURRENT STANDARDS, SPECIFICATIONS AND DETAILS (2015 GRAND TRAVERSE COUNTY TECHNICAL SPECIFICATIONS).

2. **CONNECTIONS**  
NO CONNECTION RECEIVING STORM WATER OR GROUNDWATER SHALL BE MADE TO SANITARY SEWERS.

3. **DATUM**  
ALL ELEVATIONS SHALL BE BASED ON N.A.V.D. 1988.

4. **DETAILS**  
PIPE BEDDING, BUILDING SEWERS, DROP CONNECTIONS, BULKHEADS, MANHOLES, MANHOLE COVERS, AND OTHER APPURTENANCES SHALL BE IN ACCORDANCE WITH THE STANDARD DETAILS.

5. **PUBLIC EASEMENTS**  
EACH PUBLIC UTILITY SHALL BE WITHIN ITS OWN 20'-WIDE EASEMENT CENTERED ON THE UTILITY.

6. **PRIVATE EASEMENTS**  
ALL PRIVATE UTILITIES SHALL BE WITHIN A 10'-WIDE EASEMENT ADJACENT TO THE PROPOSED RIGHT-OF-WAY OR EASEMENT.

7. **SANITARY SEWER LEADS**  
CONTRACTOR TO COORDINATE WITH GRAND TRAVERSE COUNTY CONSTRUCTION CODE REQUIREMENTS, PLUMBING INSPECTOR NOTIFICATION.

8. **SANITARY SEWER MAINS**  
ALL PROPOSED SANITARY SEWER MAINS GREATER THAN 16' DEEP ARE REQUIRED TO BE TRUSS PIPE.

**GENERAL STORM SEWER CONSTRUCTION NOTES:**

1. **CONSTRUCTION STANDARDS**  
ALL MATERIALS, CONSTRUCTION, METHODS, TESTING AND INSPECTION SHALL BE IN ACCORDANCE WITH THE CURRENT M.D.O.T. STANDARD SPECIFICATIONS FOR CONSTRUCTION UNLESS OTHERWISE SPECIFIED.

2. **CONNECTIONS**  
NO STORM SEWER CONNECTIONS SHALL BE MADE TO SANITARY SEWERS.

3. **STRUCTURE ADJUSTMENTS**  
THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADJUSTING CATCH BASIN AND/OR MANHOLE RIMS TO THE FINISH GRADE ELEVATIONS. THE LOCATIONS AND ELEVATIONS SHOWN ARE BASED UPON PLAN GRADES AND ARE SUBJECT TO CHANGE.

4. **INSTALLATION**  
ALL STORM SEWER CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE APPROVED TOWNSHIP SEWER AND WATER MANAGEMENT PLAN PERMITS.

830 Cottageview Dr., Ste. 201  
P.O. Box 4015  
Traverse City, MI 49685  
Phone: 231-946-9310  
www.maaeps.com  
info@maaeps.com

# Mansfield

Land Use Consultants

REV#	DATE	DES	DRN	CHK	DESC
07	06/09/16	dlm	mmf	dlm	Updated Area & Parking Calculations
08	09/06/16	dlm	mmf	dlm	Township Utilities
09	10/03/16	dlm	mmf	dlm	Submitted
10	10/14/16	dlm	mmf	dlm	New road design
11	11/01/16	dlm	mmf	dlm	Adjust structure(s) location per client
12	12/20/16	dlm	mmf	dlm	Revised structure, final agreement
13	03/24/17	dlm	mmf	dlm	Revised temporary fence/curbs
14	05/25/17	dlm	mmf	dlm	Revised Easements, Fences

Ken Schmidt  
Vineyard Ridge  
NOTE SHEET

Section 36, Town 28 North, Range 11 West  
Peninsula Township, Grand Traverse County, Michigan

PRELIMINARY

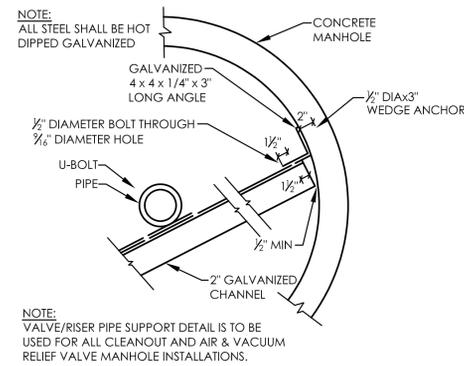
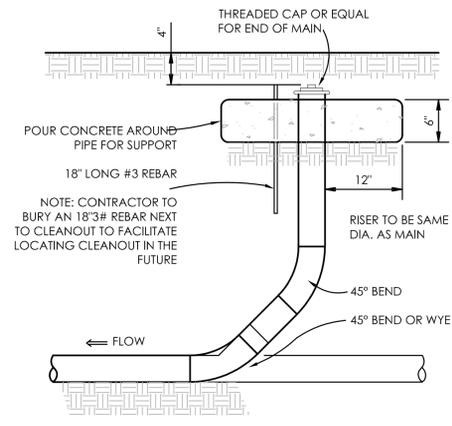
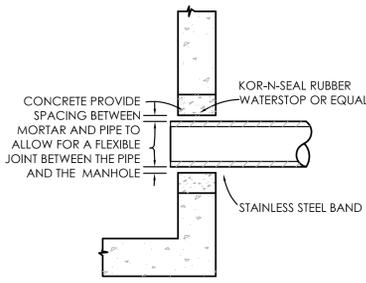
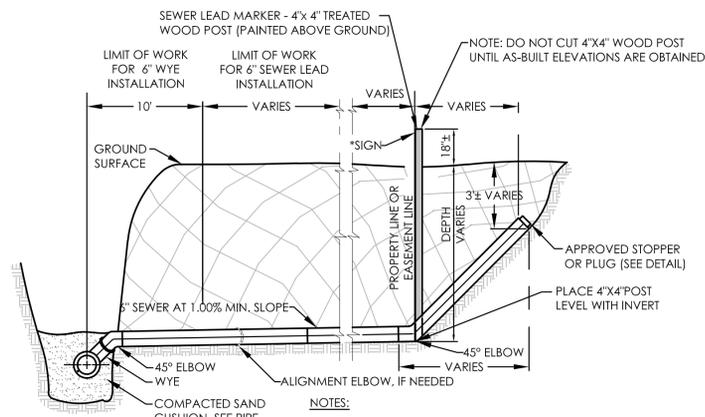
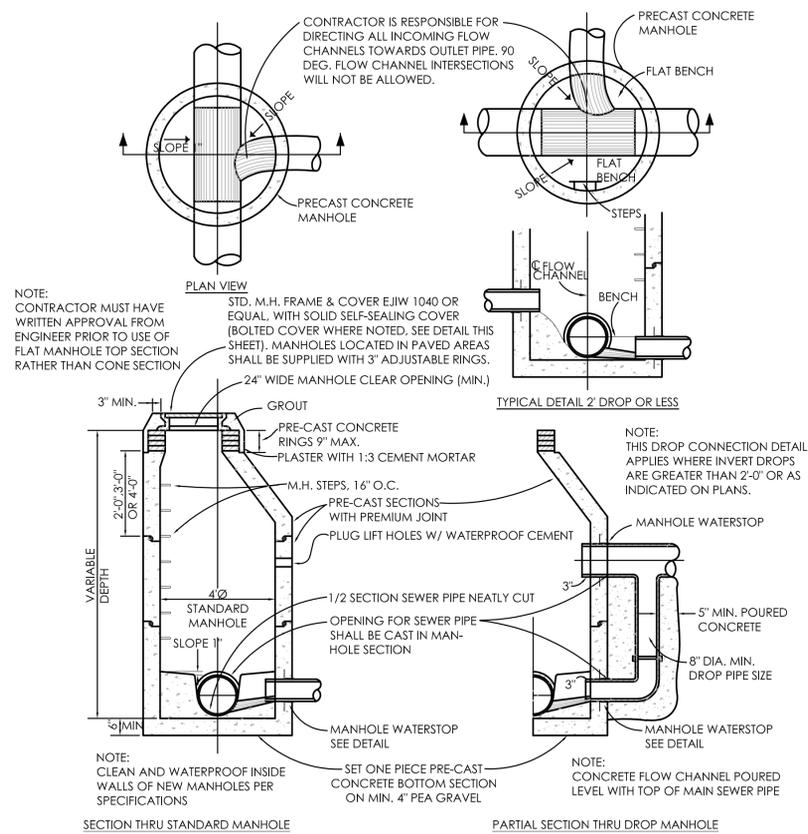
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DR: mmf CD: dlm CREATED: 2.3.16

JOB NO: 15119

C1.1





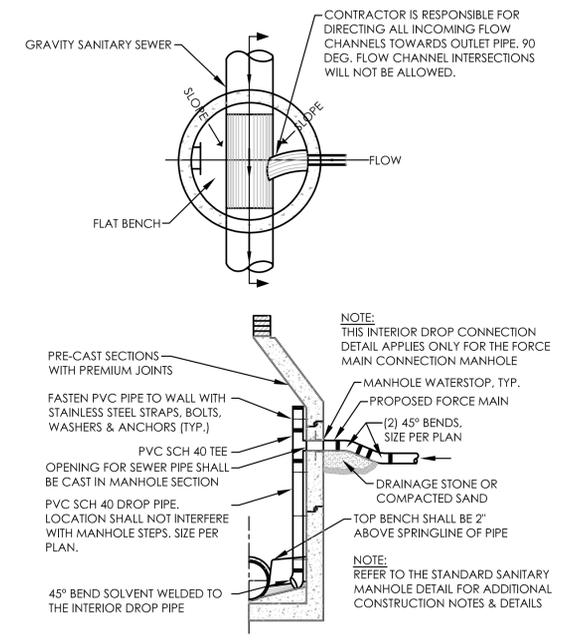
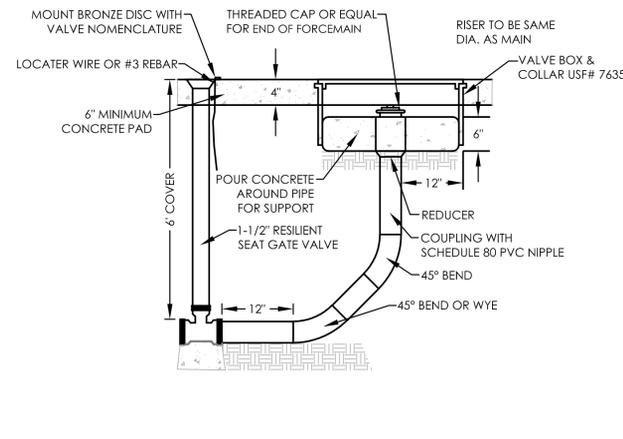
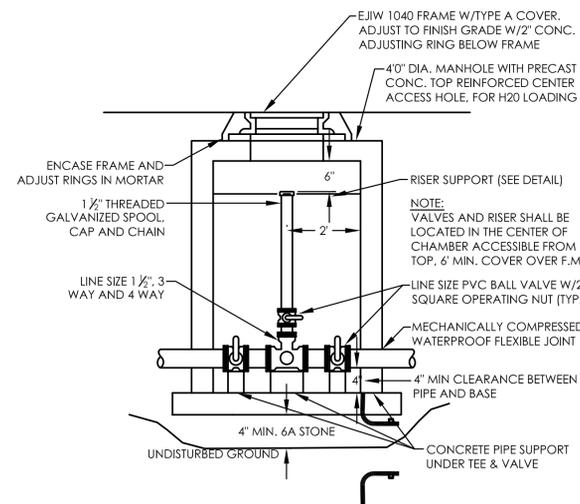
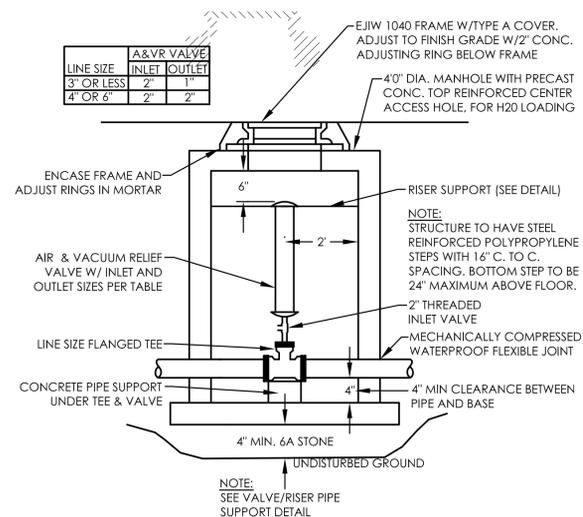
**STANDARD SANITARY MANHOLE DETAIL**  
NO SCALE

**WYE AND SEWER LEAD INSTALLATION DETAIL**  
NO SCALE

**WATERSTOP DETAIL**  
NO SCALE

**6" OR 8" CLEANOUT DETAIL**  
NO SCALE

**VALVE / RISER PIPE SUPPORT DETAIL**  
NO SCALE



**AIR & VACUUM RELIEF VALVE MANHOLE**  
NO SCALE

**IN-LINE CLEANOUT**  
NO SCALE

**END-OF-LINE CLEANOUT DETAIL**  
NO SCALE

**FORCE MAIN DISCHARGE TO GRAVITY SEWER MANHOLE DETAIL**  
NO SCALE

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Traverse City, MI 49685  
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info@maeps.com

**Mansfield**  
Land Use Consultants

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11	11/01/16	dlm	dlm	dlm	Adjust structure(s) location per client
12	12/20/16	dlm	dlm	dlm	Revis structure, final agreement
13	03/24/17	dlm	dlm	dlm	Revis structure, final agreement
14	02/22/17	dlm	dlm	dlm	Revis Easements, Fences

Ken Schmidt  
Vineyard Ridge  
CIVIL DETAILS - SANITARY SEWER  
Section 36, Town 28 North, Range 11 West  
Peninsula Township, Grand Traverse County, Michigan

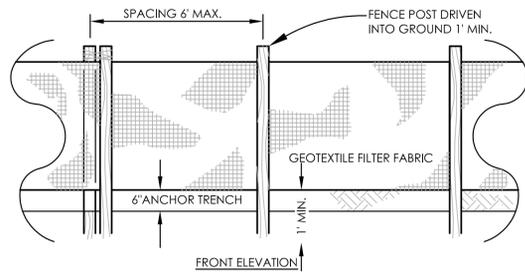
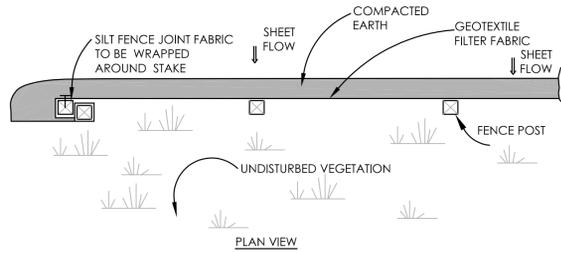
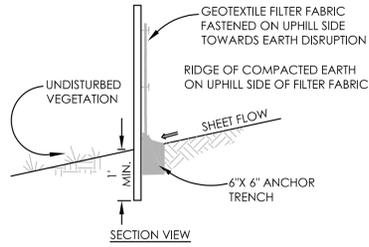
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PKG: dlm

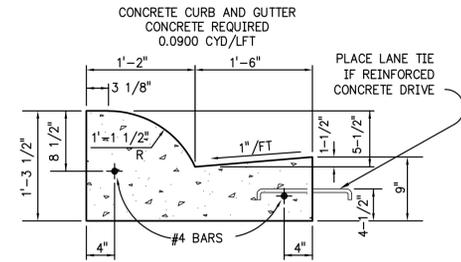
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JOB NO: 15119

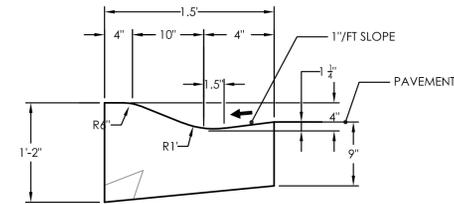
C1.3



**SILT FENCE DETAILS**  
NO SCALE



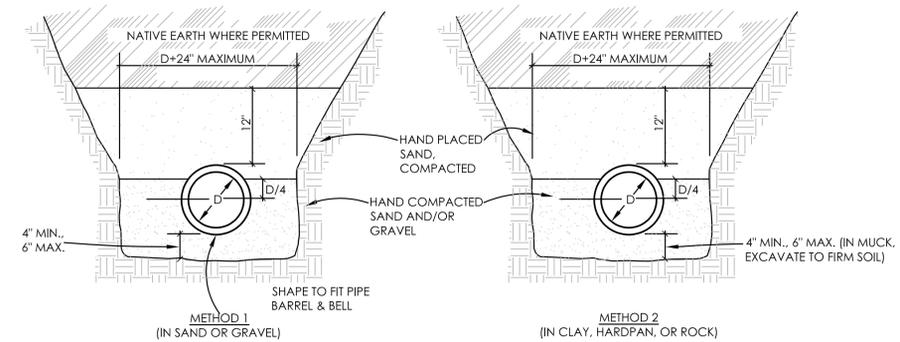
**CURB DETAIL**  
(M.D.O.T. TYPE B2)  
NO SCALE



**CURB DETAIL**  
(M.D.O.T. TYPE D2 MODIFIED)  
NO SCALE

NOTE:  
ALL BACKFILL MATERIAL SHALL  
CONFORM TO ASTM D2321  
STANDARDS

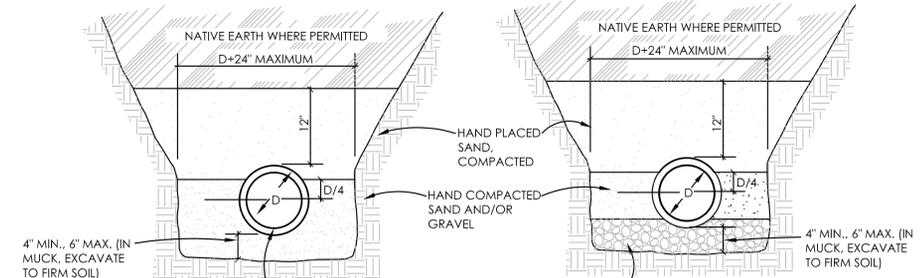
NOTE:  
UTILITY TRENCHES NEED TO PROVIDE A MINIMUM WIDTH OF  
PIPE DIAMETER PLUS 16 INCHES FOR 8 INCH TO 18 INCH  
DIAMETER PLASTIC/FLEXIBLE PIPE MATERIALS. FOR 18 INCH  
AND LARGER PIPE DIAMETERS, THE MINIMUM TRENCH WIDTH IS  
1.25 TIMES THE PIPE DIAMETER PLUS 12 INCHES FOR  
PLASTIC/FLEXIBLE PIPE MATERIALS.



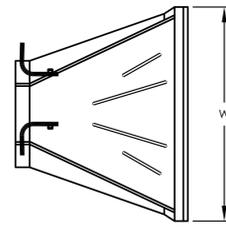
**PIPE BEDDING - CLASS A DETAIL**  
NO SCALE

NOTE:  
ALL BACKFILL MATERIAL SHALL  
CONFORM TO ASTM D2321  
STANDARDS

NOTE:  
UTILITY TRENCHES NEED TO PROVIDE A MINIMUM WIDTH OF  
PIPE DIAMETER PLUS 16 INCHES FOR 8 INCH TO 18 INCH  
DIAMETER PLASTIC/FLEXIBLE PIPE MATERIALS. FOR 18 INCH  
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PLASTIC/FLEXIBLE PIPE MATERIALS.



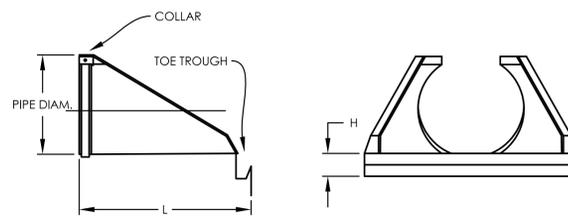
**PIPE BEDDING - CLASS B DETAIL**  
NO SCALE



**DIMENSIONS**

DIAM.	W	L	H
12"	24"	21"	6"
15"	30"	26"	6"
18"	36"	31"	6"
24"	48"	41"	6"
30"	60"	51"	8"

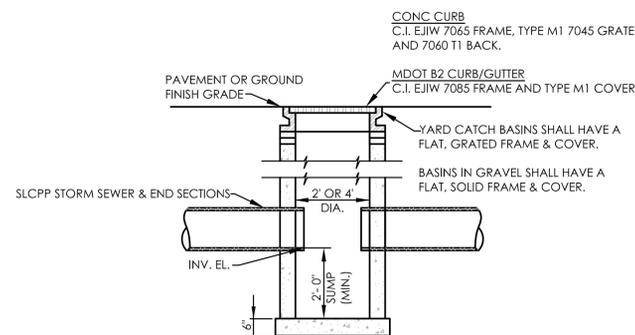
**TOP VIEW**



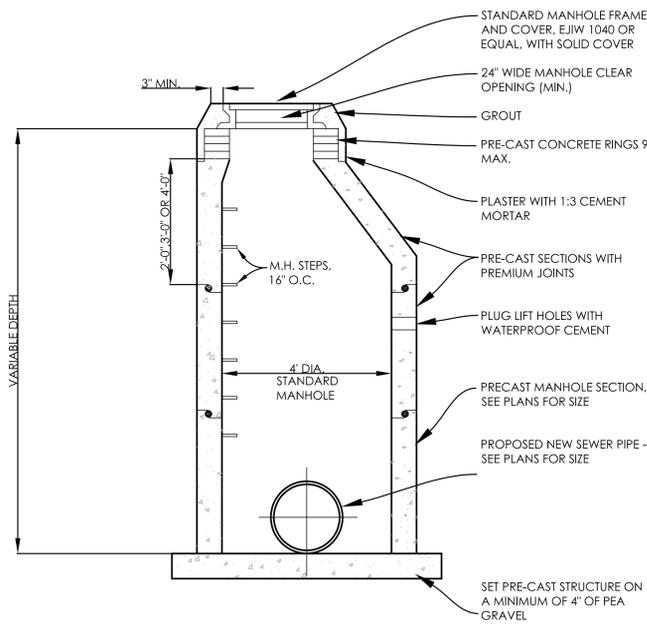
**SIDE VIEW**

**FRONT VIEW**

**CMP FLARED END SECTION DETAIL**  
NO SCALE



**2 OR 4 FT. DIA. CATCH BASIN DETAIL**  
NO SCALE



**4 FT. DIA. STORM MANHOLE DETAIL**  
NO SCALE

830 Contagiev Dr., Ste. 201  
P.O. Box 4015  
Traverse City, MI 49685  
Phone: 231-946-9310  
www.maepe.com  
info@maepe.com

**Mansfield**  
Land Use Consultants

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13	03/24/17	dlm	dlm	dlm	Revised structure, final agreement
14	02/22/17	dlm	dlm	dlm	Revised structure, final agreement

Ken Schmidt  
Vineyard Ridge  
CIVIL DETAILS - SITE & STORM SEWER  
Section 36, Town 28 North, Range 11 West  
Peninsula Township, Grand Traverse County, Michigan

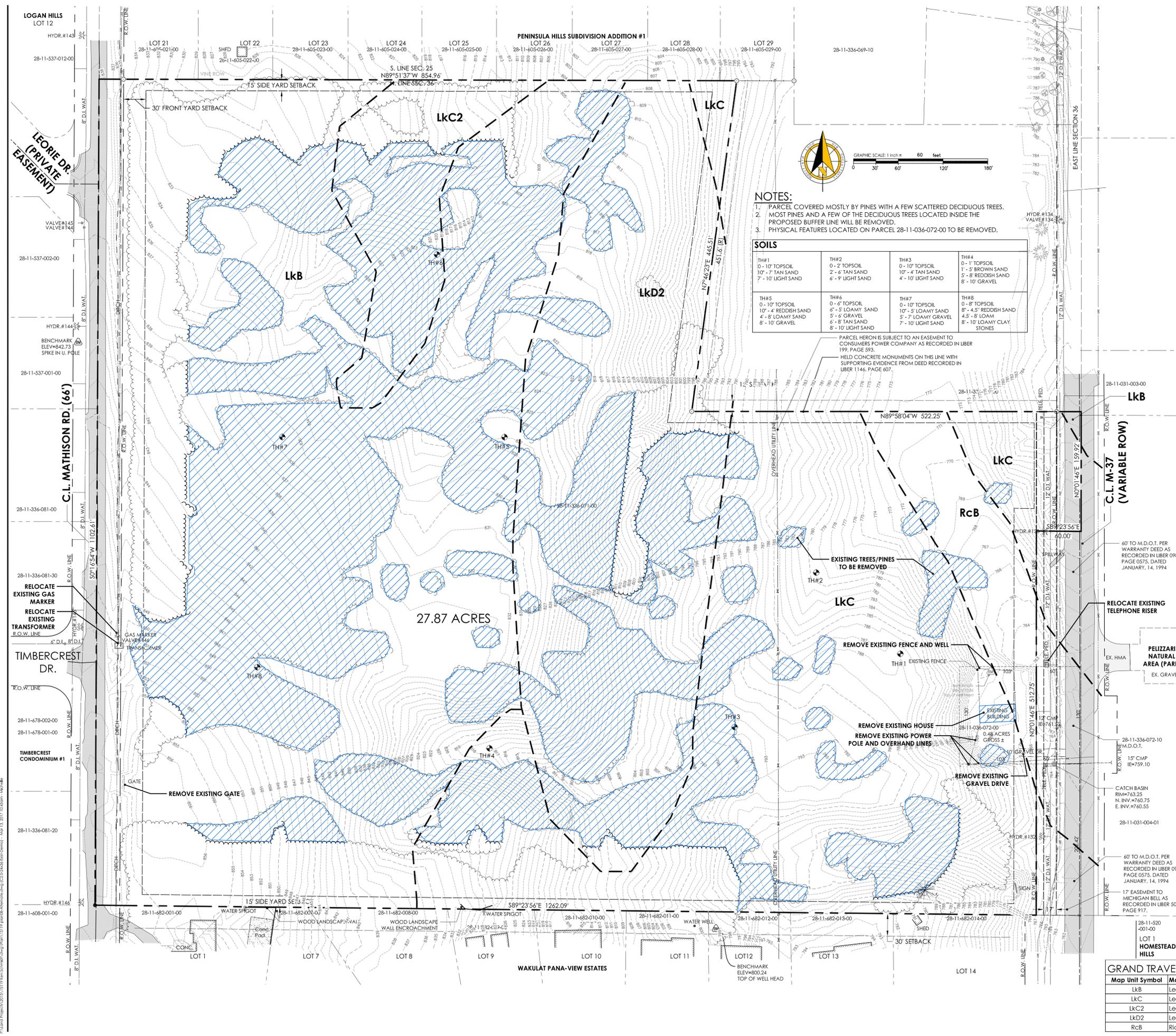
PRELIMINARY

PKG: dlm

DR: mmr/tyl CDR: CREATED: 2.3.16

JOB NO: 15119

C1.4



- NOTES:**
1. PARCEL COVERED MOSTLY BY PINES WITH A FEW SCATTERED DECIDUOUS TREES.
  2. MOST PINES AND A FEW OF THE DECIDUOUS TREES LOCATED INSIDE THE PROPOSED BUFFER LINE WILL BE REMOVED.
  3. PHYSICAL FEATURES LOCATED ON PARCEL 28-11-036-072-00 TO BE REMOVED.

**SOILS**

TH#1	TH#2	TH#3	TH#4
0-10" TOPSOIL 10"-7" TAN SAND 7"-10" LIGHT SAND	0-2" TOPSOIL 2"-4" TAN SAND 6"-9" LIGHT SAND	0-10" TOPSOIL 10"-4" TAN SAND 4"-10" LIGHT SAND	0-1" TOPSOIL 1"-5" BROWN SAND 5"-8" REDDISH SAND 8"-10" GRAVEL
TH#5	TH#6	TH#7	TH#8
0-10" TOPSOIL 10"-4" REDDISH SAND 4"-8" LOAMY SAND 8"-10" GRAVEL	0-6" TOPSOIL 6"-5" LOAMY SAND 5"-6" GRAVEL 6"-8" TAN SAND 8"-10" LIGHT SAND	0-10" TOPSOIL 10"-5" LOAMY SAND 5"-7" LOAMY GRAVEL 7"-10" LIGHT SAND	0-8" TOPSOIL 8"-4.5" REDDISH SAND 4.5"-8" LOAM 8"-10" LOAMY CLAY STONES

**SURROUNDING PARCEL INFORMATION**

Tax ID	Owner/Address	Parcel Address	Current Zoning	Current Use
28-11-031-003-00	Laura & Lee Serocki 6924 Center Rd. Traverse City, MI 49686	6924 Center Rd. Traverse City, MI 49686	RIC	Residential, Improved
28-11-031-004-01	Peninsula Township/Peliz Natural Area 13235 Center Rd. Traverse City, MI 49686	Center Rd. Traverse City, MI 49686	A1	Township Park
28-11-336-069-00	Arthur Elliott Family LP 759 George St. Traverse City, MI 49686	Center Rd. Traverse City, MI 49686	RIC	Residential, Vacant
28-11-336-081-00	Phyllis Carboneau Trust 6891 Mathison Rd. Traverse City, MI 49686	6891 Mathison Rd. Traverse City, MI 49686	RIC	Residential, Improved
28-11-336-081-20	Carol & Stanley Azemba 118 Wildwood Meadows Dr. Traverse City, MI 49686	6757 Mathison Rd. Traverse City, MI 49686	RIC	Residential, Improved
28-11-336-081-30	Lyn Morrison 6823 Mathison Rd. Traverse City, MI 49686	6823 Mathison Rd. Traverse City, MI 49686	RIC	Residential, Improved
28-11-520-001-00	Michelle & John Pearson 25 Homestead Ct. Traverse City, MI 49686	25 Homestead Ct. Traverse City, MI 49686	RIC	Residential, Improved
28-11-537-001-00	Teckla Dettmer Trust 7003 Leorie Dr. Traverse City, MI 49686	Mathison Rd. Traverse City, MI 49686	RIC	Residential, Vacant
28-11-537-002-00	Teckla Dettmer Trust 7003 Leorie Dr. Traverse City, MI 49686	7003 Leorie Dr. Traverse City, MI 49686	RIC	Residential, Improved
28-11-537-012-00	Donna & George Fike 6966 Logan Ln. Traverse City, MI 49686	6966 Logan Ln. Traverse City, MI 49686	RIC	Residential, Improved
28-11-605-021-00	Michael E. McMaster 17220 Peninsula Dr. Traverse City, MI 49686	233 Mathison Rd. Traverse City, MI 49686	RIC	Residential, Vacant
28-11-605-022-00	Jaclyn & Bryan Clever 221 Mathison Rd. Traverse City, MI 49686	221 Mathison Rd. Traverse City, MI 49686	RIC	Residential, Improved
28-11-605-023-00	Alicia Jewel & Eric Olson 195 Mathison Rd. Traverse City, MI 49686	195 Mathison Rd. Traverse City, MI 49686	RIC	Residential, Improved
28-11-605-024-00	Marcia & Eugene Jenneman 177 Mathison Rd. Traverse City, MI 49686	177 Mathison Rd. Traverse City, MI 49686	RIC	Residential, Improved
28-11-605-025-00	Robert Wamsley 161 Mathison Rd. Traverse City, MI 49686	161 Mathison Rd. Traverse City, MI 49686	RIC	Residential, Improved
28-11-605-026-00	Margaret & Keith Long 139 Mathison Rd. Traverse City, MI 49686	139 Mathison Rd. Traverse City, MI 49686	RIC	Residential, Improved
28-11-605-027-00	Roseta Baggerly 129 Mathison Rd. Traverse City, MI 49686	129 Mathison Rd. Traverse City, MI 49686	RIC	Residential, Improved
28-11-605-028-00	Michael Richmond 109 Mathison Rd. Traverse City, MI 49686	109 Mathison Rd. Traverse City, MI 49686	RIC	Residential, Improved
28-11-605-029-00	Susanne Janis Trust 7021 Leorie Dr. Traverse City, MI 49686	99 Mathison Rd. Traverse City, MI 49686	RIC	Residential, Improved
28-11-608-001-00	Brooke Schultz & Andrew Chapman 6733 Mathison Rd. Traverse City, MI 49686	6733 Mathison Rd. Traverse City, MI 49686	RIC	Residential, Improved
28-11-678-001-00	Peggy Corcoran 6789 Mathison Rd. Traverse City, MI 49686	6789 Mathison Rd. Traverse City, MI 49686	RIC	Residential, Improved
28-11-678-002-00	Peggy Corcoran 6785 Mathison Rd. Traverse City, MI 49686	6785 Mathison Rd. Traverse City, MI 49686	RIC	Residential, Improved
28-11-682-001-00	Peggy & John Corcoran 6732 Mathison Rd. Traverse City, MI 49686	6732 Mathison Rd. Traverse City, MI 49686	RIC	Residential, Improved
28-11-682-007-00	Phyllis Peacock 180 Wakulat Ln. Traverse City, MI 49686	180 Wakulat Ln. Traverse City, MI 49686	RIC	Residential, Improved
28-11-682-008-00	Ann & Edward Emehaiser 174 Wakulat Ln. Traverse City, MI 49686	174 Wakulat Ln. Traverse City, MI 49686	RIC	Residential, Improved
28-11-682-009-00	Jennifer & Timothy Dutmers 150 Wakulat Ln. Traverse City, MI 49686	150 Wakulat Ln. Traverse City, MI 49686	RIC	Residential, Improved
28-11-682-010-00	Ian Dunscombe Trust 128 Wakulat Ln. Traverse City, MI 49686	128 Wakulat Ln. Traverse City, MI 49686	RIC	Residential, Improved
28-11-682-011-00	Angela Zutiz Trust 106 Wakulat Ln. Traverse City, MI 49686	106 Wakulat Ln. Traverse City, MI 49686	RIC	Residential, Improved
28-11-682-012-00	Mary Ellen & Richard Sanok 84 Wakulat Ln. Traverse City, MI 49686	84 Wakulat Ln. Traverse City, MI 49686	RIC	Residential, Improved
28-11-682-013-00	Carolyn & Paul Sofina 70 Wakulat Ln. Traverse City, MI 49686	70 Wakulat Ln. Traverse City, MI 49686	RIC	Residential, Improved
28-11-682-014-00	Carolyn & Paul Sofina 70 Wakulat Ln. Traverse City, MI 49686	Wakulat Ln. Traverse City, MI 49686	RIC	Partial Improvements

**GRAND TRAVERSE COUNTY SOILS MAP LEGEND (M1055)**

Map Unit Symbol	Map Unit Name
LkB	Leelanau-Kalkaska loamy sands, 2-6% slopes
LkC	Leelanau-Kalkaska loamy sands, 6-12% slopes
LkC2	Leelanau-Kalkaska loamy sands, 6-12% slopes, moderately eroded
LkD2	Leelanau-Kalkaska loamy sands, 12-18% slopes, moderately eroded
RcB	Richter loams, 2-6% slopes, overwash

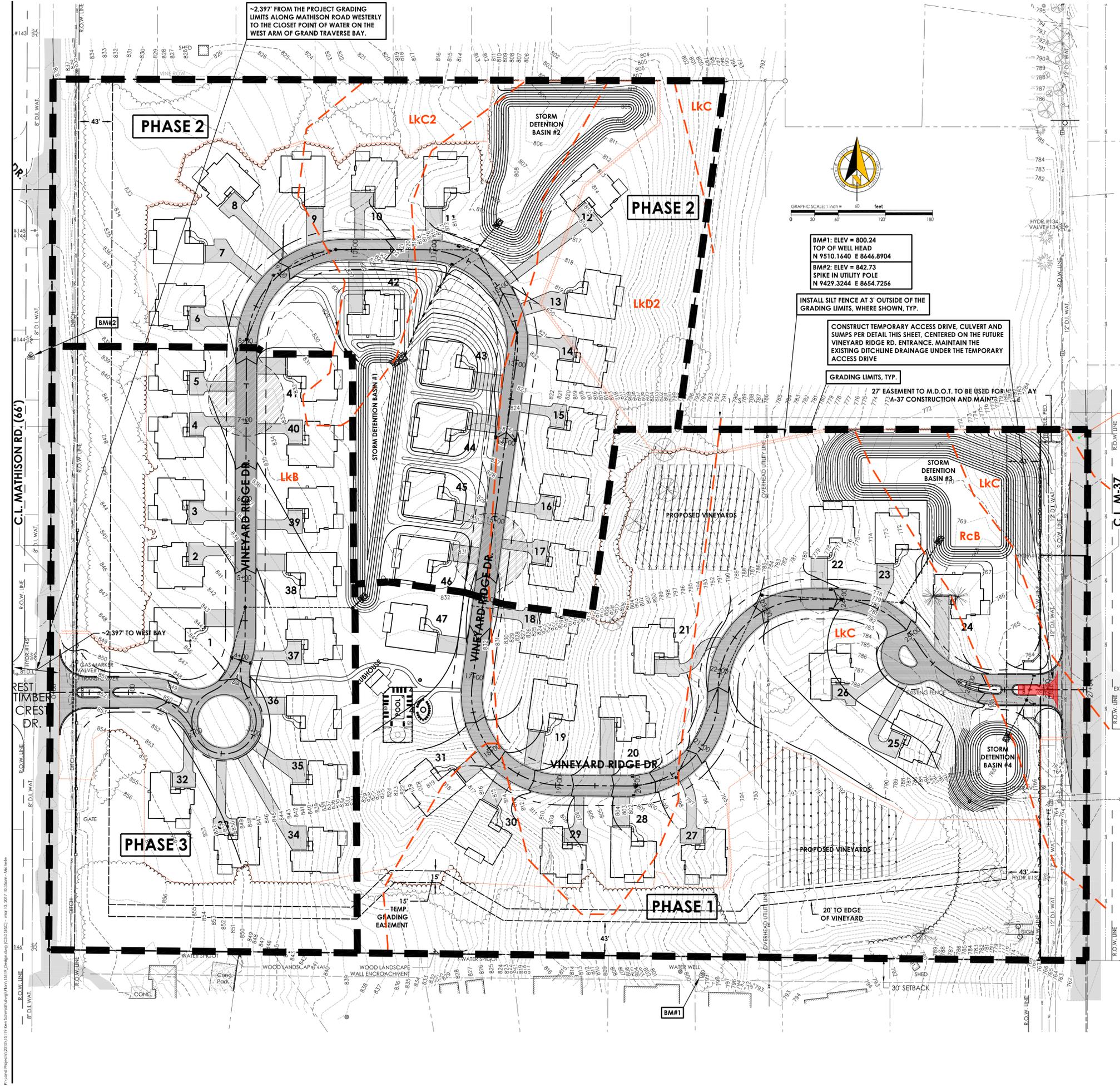
**Mansfield**  
Land Use Consultants

**Ken Schmidt**  
Vineyard Ridge  
EXISTING CONDITIONS, DEMOLITION AND SOILS PLAN  
Section 36, Town 28 North, Range 11 West  
Peninsula Township, Grand Traverse County, Michigan

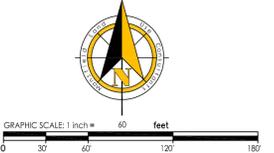
**PRELIMINARY**

JOB NO: **15119**  
DATE: **C2.0**

LOGAN HILLS LOT 12  
 HYDR.#143  
 28-11-537-012-00  
 LEORE DR. (PRIVATE EASEMENT)  
 VALVE#145  
 VALVE#144  
 28-11-537-002-00  
 HYDR.#144  
 BENCHMARK ELEV=842.73  
 SPIKE IN U. POLE  
 28-11-537-001-00  
 C.L. MATHISON RD. (66)  
 50°16'54"W 1102.61'  
 28-11-336-081-00  
 RELOCATE EXISTING GAS MARKER  
 RELOCATE EXISTING TRANSFORMER  
 R.O.W. LINE  
 28-11-336-081-30  
 TIMBERCREST DR.  
 R.O.W. LINE  
 28-11-678-002-00  
 28-11-678-001-00  
 TIMBERCREST CONDOMINIUM #1  
 R.O.W. LINE  
 28-11-336-081-20  
 HYDR.#146  
 28-11-608-001-00  
 R.O.W. LINE  
 28-11-682-001-00  
 15' SIDE YARD SETBACK  
 WATER SPRIGOT  
 CONC. Pad  
 LOT 7  
 WOOD LANDSCAPE WALL ENCROACHMENT  
 LOT 8  
 WOOD LANDSCAPE WALL ENCROACHMENT  
 LOT 9  
 WATER SPRIGOT  
 LOT 10  
 WATER WELL  
 LOT 11  
 BENCHMARK ELEV=802.24  
 TOP OF WELL HEAD  
 LOT 12  
 30' SETBACK  
 LOT 13  
 LOT 14  
 R.O.W. LINE  
 28-11-520-001-00  
 LOT 1 HOMESTEAD HILLS  
 GRAND TRAVERSE COUNTY SOILS MAP LEGEND (M1055)



~2,397' FROM THE PROJECT GRADING LIMITS ALONG MATHISON ROAD WESTERLY TO THE CLOSEST POINT OF WATER ON THE WEST ARM OF GRAND TRAVERSE BAY.



BM#1: ELEV = 800.24  
TOP OF WELL HEAD  
N 9510.1440 E 8646.8904  
BM#2: ELEV = 842.73  
SPIKE IN UTILITY POLE  
N 9429.3244 E 8654.7256

INSTALL SILT FENCE AT 3' OUTSIDE OF THE GRADING LIMITS, WHERE SHOWN, TYP.

CONSTRUCT TEMPORARY ACCESS DRIVE, CULVERT AND SUMPS PER DETAIL THIS SHEET, CENTERED ON THE FUTURE VINEYARD RIDGE DR. ENTRANCE, MAINTAIN THE EXISTING DITCHLINE DRAINAGE UNDER THE TEMPORARY ACCESS DRIVE

GRADING LIMITS, TYP.

27' EASEMENT TO M.D.O.T. TO BE USED FOR A-37 CONSTRUCTION AND MAINTENANCE

**CONSTRUCTION NOTES:**

- SILT FENCE SHALL BE INSTALLED BEFORE THE CONSTRUCTION BEGINS AND SHALL BE MAINTAINED THROUGHOUT THE PROJECT DURATION UNTIL PERMANENT VEGETATION IS ESTABLISHED AND THE SITE IS STABILIZED. THE CONTRACTOR MUST REMOVE THE SILT FENCE UPON COMPLETION.
- ALL STUMPS AND UNDERGROUND ORGANIC MATERIAL SHALL BE COMPLETELY REMOVED WITH AN EXCAVATOR AND HAULED OFF THE SITE.
- ALL STUMPS, LOGS AND CHIPS WILL BE HAULED OFF THE SITE TO A LICENSED LANDFILL/PIT. NOTHING SHALL BE BURIED ON SITE.
- THE CONTRACTOR WILL OBTAIN A TEMPORARY ACCESS PERMIT FOR ACCESS ONTO MATHISON ROAD. THE TEMPORARY CONSTRUCTION ACCESS, CULVERTS AND SEDIMENT SUMPS SHALL BE MAINTAINED THROUGHOUT THE DURATION OF CONSTRUCTION.
- STOCKPILES SHALL BE LOCATED INLAND, AWAY FROM AREAS SUBJECT TO SURFACE FLOWS. DORMANT STOCKPILES SHALL BE SEED TO PREVENT SEDIMENTATION AND AIRBORNE EROSION.
- THE STORM BASINS SHALL BE CONSTRUCTED PRIOR TO THE CONSTRUCTION OF THE STORM SEWER AND DITCHING.
- FINAL CONSTRUCTION SHALL MEET THE REQUIREMENTS OF THE APPROVED S.E.S.C. PERMIT FROM GRAND TRAVERSE COUNTY.
- CARE SHOULD BE TAKEN TO PREVENT MATERIAL MOVEMENT INTO ADJACENT PROPERTY.
- CARE SHOULD BE TAKEN TO MAINTAIN EXISTING ROADSIDE DRAINAGE VIA CULVERT INSTALLATION, WITH SEDIMENT SUMP PLACED DOWNFLOW OF CULVERT, AS NECESSARY.
- THE LIMITS OF ALL CONSTRUCTION WORK SHALL BE A MINIMIZED.
- SLOPES 3:1 OR STEEPER SHALL BE RESTORED WITH MULCH BLANKET, AS NECESSARY.
- THE CONTRACTOR SHALL USE WATER OR DUST PALLIATIVE TO CONTROL DUST ON AND ADJACENT TO THE PROJECT SITE. MAINTAIN THE MATHISON ROAD ENTRANCE BY REGULAR SWEEPING, AS NECESSARY UNTIL THE SITE IS PERMANENTLY STABILIZED.
- MINIMIZE DISTURBANCE TO ALL EXISTING VEGETATION.
- THE CONSTRUCTION TRAILER PLACEMENT WILL BE DETERMINED BY THE CONTRACTOR DURING CONSTRUCTION.
- SOIL STOCKPILE LOCATIONS SHALL BE DETERMINED BY THE CONTRACTOR AND SHALL BE LOCATED WHERE THEY ARE NOT SUSCEPTIBLE TO HIGH SURFACE RUNOFF OR AIRBORNE EROSION. LONG-TERM STOCKPILES SHALL BE SEED WHEN NOT IN USE IN ORDER TO PREVENT AIRBORNE EROSION AND SEDIMENTATION.

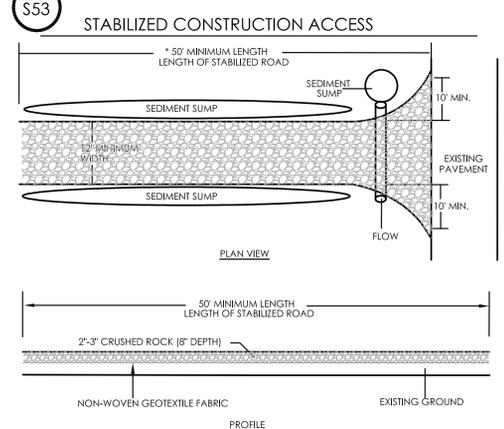
**CONSTRUCTION SCHEDULE NARRATIVE (PER PHASE):\***

- INSTALL TEMPORARY S.E.S.C. MEASURES
  - INSTALL CONSTRUCTION ENTRANCE
  - SITE CLEARING & GRUBBING, REMOVALS
  - STORM BASINS & PERMANENT S.E.S.C. MEASURES
  - RESTORATION - STORM BASINS
  - MASS GRADING - SITE & ROADWAYS
  - DITCHING & UNDERGROUND UTILITIES
  - GRAVEL, HMA & CONCRETE PAVEMENTS
  - TREES & LANDSCAPING, IRRIGATION
  - FINAL GRADING & SITE RESTORATION
  - SIGNS, FENCE, PAVT MARKINGS & SITE CLEANUP
  - REMOVE TEMPORARY S.E.S.C. MEASURES
- NOTES:**  
EACH PHASE OF THE PROPOSED DEVELOPMENT WILL INCLUDE THE CONSTRUCTION OF PRIVATE ROADS AND UTILITIES TO ADEQUATELY SERVE DEVELOPMENT RESIDENTS.  
PRIVATE ROAD CONNECTION TO MATHISON ROAD TO OCCUR IN PHASE 3. ALL NECESSARY CONNECTIONS TO UTILITIES ALONG MATHISON ROAD MAY BE COMPLETED IN ANY PHASE.
- COMMENCEMENT DATES (ESTIMATED):**  
PHASE 1: SPRING, 2017  
PHASE 2: SPRING, 2018  
PHASE 3: SPRING, 2019
- \*THE FINAL CONSTRUCTION SCHEDULE IS SUBJECT TO CHANGE BASED ON PERMIT APPROVALS, MARKET STATUS AND OWNER/CONTRACTOR SCHEDULES.

**GRAND TRAVERSE COUNTY SOILS MAP LEGEND (M1055)**

Map Unit Symbol	Map Unit Name
LkB	Leelanau-Kalkaska loamy sands, 2-6% slopes
LkC	Leelanau-Kalkaska loamy sands, 6-12% slopes
LkC2	Leelanau-Kalkaska loamy sands, 6-12% slopes, moderately eroded
LkD2	Leelanau-Kalkaska loamy sands, 12-18% slopes, moderately eroded
RcB	Richter loams, 2-6% slopes, overwash

**TEMPORARY ACCESS DETAIL**



**STABILIZED CONSTRUCTION ACCESS SPECIFICATIONS**

- WHEN**
- CONSTRUCTION TRAFFIC IS EXPECTED TO LEAVE A CONSTRUCTION SITE.
  - STABILIZATION OF INTERIOR CONSTRUCTION ROADS IS DESIRED.
- WHY**
- TO MINIMIZE TRACKING OF SEDIMENT ONTO PUBLIC ROADWAYS AND TO MINIMIZE DISTURBANCE OF VEGETATION.
- WHERE**
- STABILIZED CONSTRUCTION ENTRANCES SHALL BE LOCATED AT EVERY POINT WHERE CONSTRUCTION TRAFFIC ENTERS OR LEAVES A CONSTRUCTION SITE. VEHICLES LEAVING THE SITE MUST BE ROUTED OVER THE ROCK INGRESS/EGRESS CORRIDOR.
- HOW**
- STABILIZED CONSTRUCTION ACCESS ROAD SHOULD BE ESTABLISHED AT THE ONSET OF THE CONSTRUCTION ACTIVITIES AND MAINTAINED IN PLACE FOR THE DURATION OF THE CONSTRUCTION PROJECT.
  - INSTALLATION OF THIS PRACTICE SHOULD BE THE RESPONSIBILITY OF THE SITE CLEARING OR EXCAVATING CONTRACTOR.
  - ACCESS LOCATION SHOULD BE CLEARED OF WOODY VEGETATION.
  - NON-WOVEN GEOTEXTILE FABRIC SHALL BE PLACED OVER THE EXISTING GROUND PRIOR TO PLACING STONE.
  - ACCESS SIZE SHOULD BE A MINIMUM OF 50' (30' FOR SINGLE RESIDENCE LOT).
  - ACCESS WIDTH SHOULD BE 12' MINIMUM, FLARED AT THE EXISTING ROAD TO PROVIDE A TURNING RADIUS.
  - CRUSHED AGGREGATE (2" TO 3"), OR RECLAIMED OR RECYCLED CONCRETE EQUIVALENT, SHALL BE PLACED AT LEAST 8" DEEP OVER THE LENGTH AND WIDTH OF THE INGRESS/EGRESS CORRIDOR.
- MAINTENANCE**
- PERIODIC INSPECTION AND NEEDED MAINTENANCE SHALL BE PROVIDED AFTER EACH RAIN EVENT.
  - STABILIZED ENTRANCES SHALL BE REPAIRED AND ROCK ADDED AS NECESSARY.
  - SEDIMENT DEPOSITED ON PUBLIC RIGHTS-OF-WAY SHALL BE REMOVED IMMEDIATELY AND RETURNED TO THE CONSTRUCTION SITE. REMOVE ACCUMULATED SEDIMENT IN THE SUMPS AND MAINTAIN SWEEPED ROADS.
  - IF SOILS ARE SUCH THAT WASHING OF TIRES IS REQUIRED, IT SHALL BE DONE IN A WASH RACK AREA, STABILIZED WITH STONE, IMMEDIATELY PRIOR TO THE CONSTRUCTION ACCESS STABILIZED CORRIDOR.
  - AT THE PROJECT COMPLETION, ROCK ACCESS ROAD SHOULD BE REMOVED AND DISPOSED OF UNLESS UTILIZED AS SUBGRADE FOR FINAL ROAD.
- LIMITATIONS**
- EFFECTIVENESS LIMITED. SEDIMENT MAY BE TRACKED ONTO ROADS REQUIRING ADDITIONAL ACTION.

**Mansfield**  
Land Use Consultants

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info@mansfield.com

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Ken Schmidt  
Vineyard Ridge  
SOIL EROSION & SEDIMENTATION CONTROL PLAN  
Section 36, Town 28 North, Range 11 West  
Peninsula Township, Grand Traverse County, Michigan

SCALE: 1"=60' H

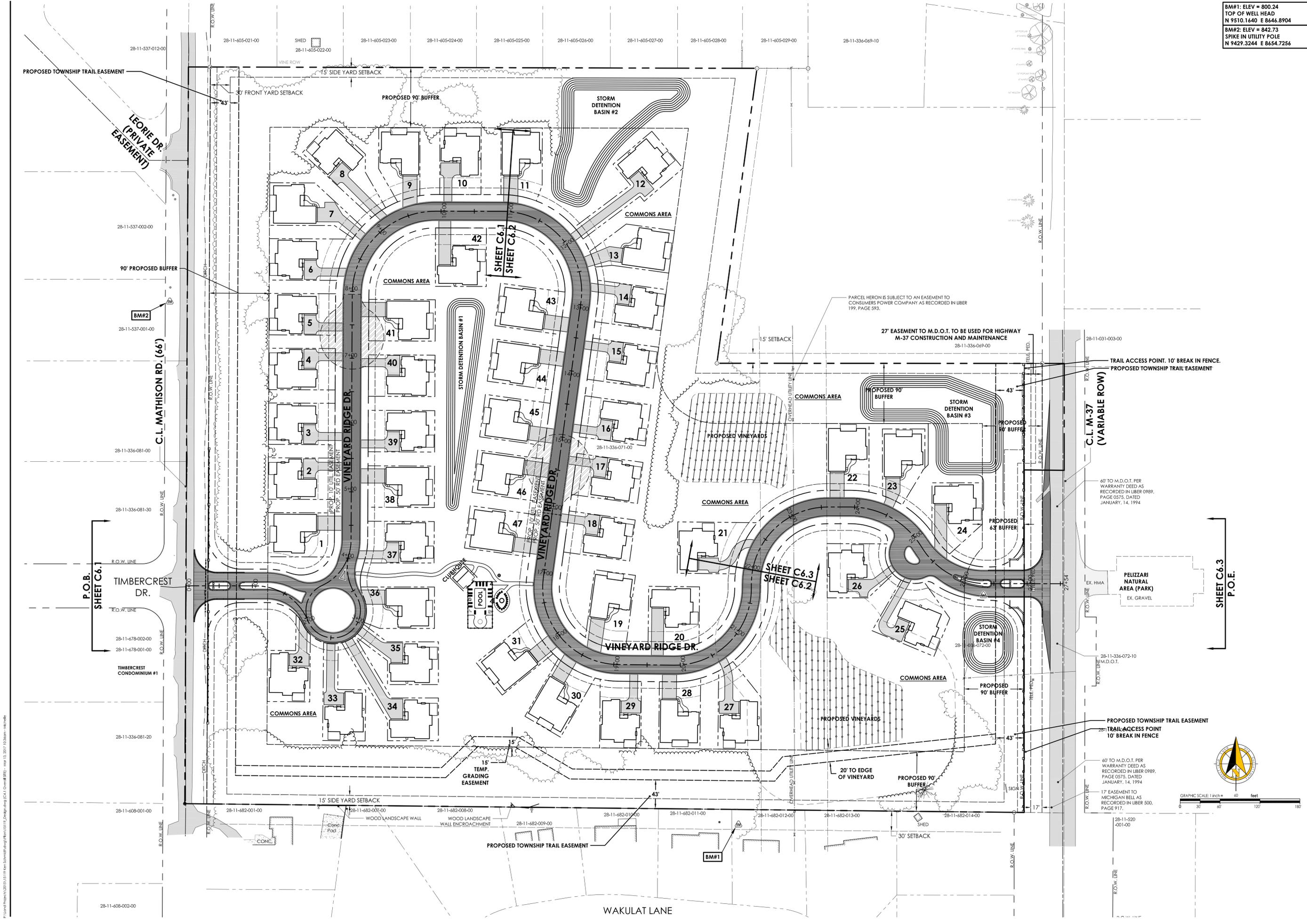
PRELIMINARY

DATE: dlm  
REVISED: dlm  
CREATED: 2.3.16

PROJECT NO: 15119

C3.0





BM#1: ELEV = 800.24  
 TOP OF WELL HEAD  
 N 9510.1640 E 8646.8904  
 BM#2: ELEV = 842.73  
 SPIKE IN UTILITY POLE  
 N 9429.3244 E 8654.7256

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# Mansfield

Land Use Consultants

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Ken Schmidt  
 Vineyard Ridge  
 OVERALL SITE PLAN  
 Section 36, Town 28 North, Range 11 West  
 Peninsula Township, Grand Traverse County, Michigan

PRELIMINARY

PKG: dlm

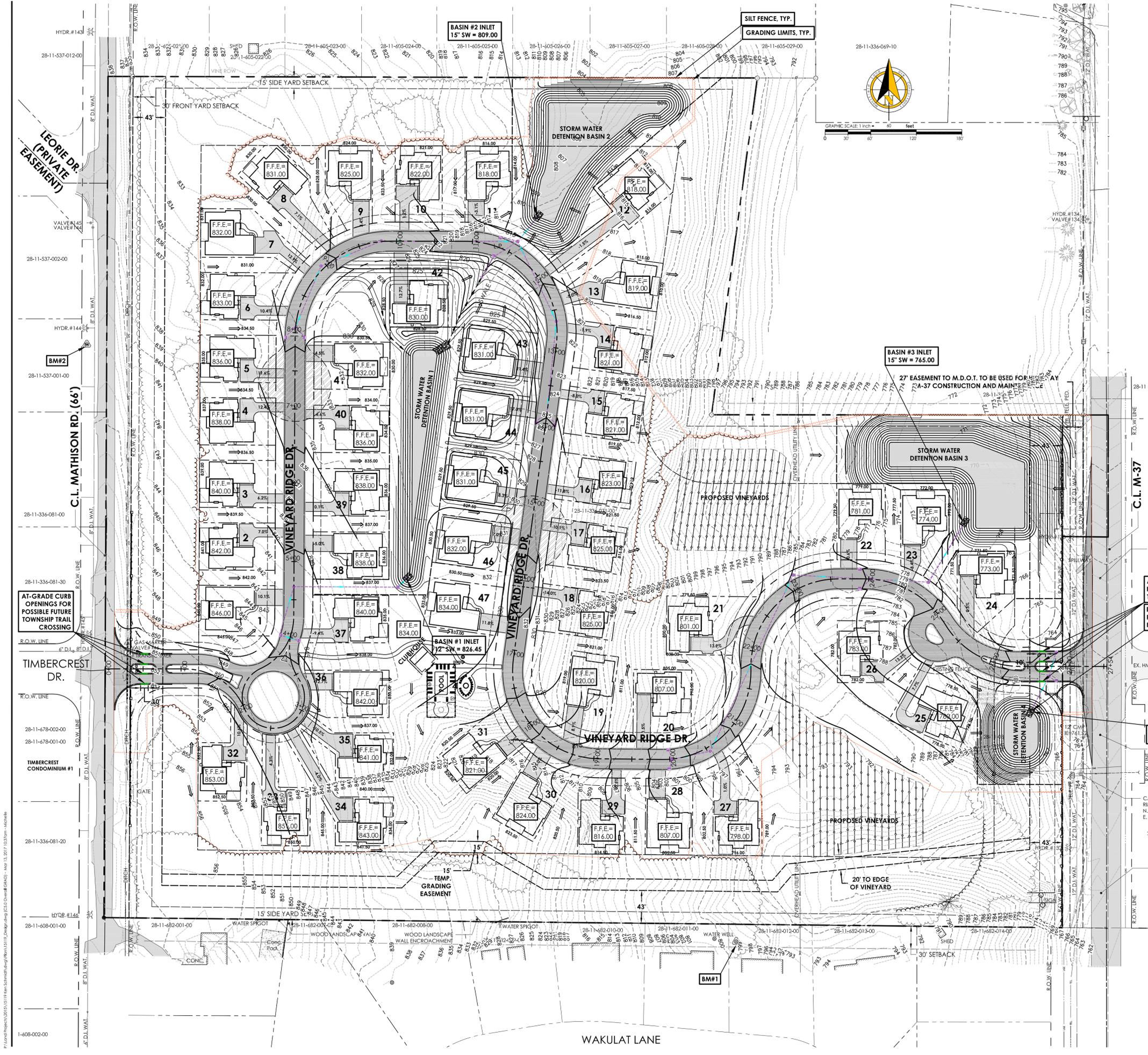
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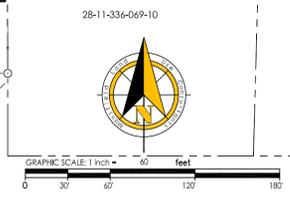
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JOB NO: 15119

C4.1



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**BASIN 1 STORM SEWER TABLE:**

From	To	Length	Diameter	Slope	Invert Down	Invert Up	CB/MH RIM Elev.	CB/MH Diameter
MH-14	OUT-1	17 ft	12 in	0.59%	826.45	826.55	832.00	4 ft
MH-13	MH-14	137 ft	12 in	8.32%	826.55	837.95	842.55	4 ft
CB-13a	MH-13	66 ft	12 in	2.02%	837.95	839.28	844.25	4 ft
CB-13b	CB-13a	28 ft	12 in	0.50%	839.28	839.42	844.25	2 ft

**BASIN 2 STORM SEWER TABLE:**

From	To	Length	Diameter	Slope	Invert Down	Invert Up	CB/MH RIM Elev.	CB/MH Diameter
MH-9	OUT-2	24 ft	15 in	8.33%	809.00	811.00	819.11	4 ft
MH-8	MH-9	117 ft	12 in	5.10%	811.00	816.97	821.47	4 ft
MH-7	MH-8	121 ft	12 in	2.67%	816.97	820.20	824.84	4 ft
CB-7a	MH-7	20 ft	12 in	1.25%	820.20	820.45	824.95	2 ft
CB-7b	MH-7	20 ft	12 in	1.25%	820.20	820.45	824.95	2 ft
MH-10	MH-9	180 ft	12 in	3.93%	811.00	818.07	822.57	4 ft
MH-11	MH-10	86 ft	12 in	3.64%	818.07	821.20	825.70	4 ft
MH-12	MH-11	88 ft	12 in	3.86%	821.20	824.60	829.10	4 ft
CB-12a	MH-12	19 ft	12 in	1.00%	824.60	824.79	829.29	2 ft
CB-12b	MH-12	19 ft	12 in	1.00%	824.60	824.79	829.29	2 ft
CB-9a	MH-9	23 ft	12 in	5.26%	811.00	812.21	818.71	2 ft
CB-9b	MH-9	38 ft	12 in	3.18%	811.00	812.21	818.71	2 ft

**BASIN 3 STORM SEWER TABLE:**

From	To	Length	Diameter	Slope	Invert Down	Invert Up	CB/MH RIM Elev.	CB/MH Diameter
MH-2	OUT-3	91 ft	15 in	7.79%	765.00	772.09	776.59	4 ft
MH-3	MH-2	77 ft	15 in	4.08%	772.09	775.23	779.73	4 ft
MH-4	MH-3	102 ft	12 in	4.91%	775.23	780.24	784.74	4 ft
MH-5	MH-4	255 ft	12 in	5.09%	780.24	793.21	797.71	4 ft
MH-6	MH-5	52 ft	12 in	8.71%	793.21	797.74	802.24	4 ft
CB-6a	MH-6	15 ft	12 in	0.80%	797.74	797.86	802.69	2 ft
CB-6b	MH-6	14 ft	12 in	0.86%	797.74	797.86	802.69	2 ft
CB-3a	MH-3	20 ft	12 in	2.20%	775.23	775.67	780.50	2 ft
CB-3b	MH-3	20 ft	12 in	2.20%	775.23	775.67	780.50	2 ft

**BASIN 4 STORM SEWER TABLE:**

From	To	Length	Diameter	Slope	Invert Down	Invert Up	CB/MH RIM Elev.	CB/MH Diameter
MH-1	OUT-4	53 ft	12 in	4.00%	762.00	764.12	768.93	4 ft
CB-1a	MH-1	35 ft	12 in	0.51%	764.12	764.30	769.13	2 ft
CB-1b	MH-1	12 ft	12 in	1.50%	764.12	764.30	769.13	2 ft

AT-GRADE CURB OPENINGS FOR POSSIBLE FUTURE TOWNSHIP TRAIL CROSSING

INSTALL 11 SYDS OF HEAVY RIPRAP ON GEOTEXTILE FABRIC AT EACH OUTLET, TYP.

**GENERAL CONSTRUCTION NOTES:**

- FINAL GRADING SHALL PROVIDE POSITIVE DRAINAGE ACROSS THE ENTIRE SITE. EXCEPT AT BUILDING ENTRANCES AND CONCRETE APPROACH SLABS, THE GRADE ADJACENT TO THE BUILDING FOOTPRINT SHALL BE 6" BELOW THE FIRST FLOOR ELEVATION. AT BUILDING ENTRANCES AND CONCRETE APPROACH SLABS, THE GRADE SHOULD BE 3/4" BELOW THE FIRST FLOOR ELEVATION.
- RESTORATION SHALL INCLUDE FURNISHING AND PLACING 4" OF TOPSOIL AND HYDRO-SEEDING TO THE EXTENTS OF THE DISTURBED AREAS ON THE SITE. MULCH BLANKET IS REQUIRED WHERE SLOPES ARE 3:1 OR GREATER.
- THE FINAL GRADES ADJACENT TO ALL SIDEWALK APRONS SHALL MATCH THE TOP OF CONCRETE WITH NO STEP DOWN.
- ALL WORK ASSOCIATED WITH THE CLUBHOUSE MUST MEET ALL APPLICABLE A.D.A. GUIDELINES, FOR ACCESSIBILITY, SLOPES, RAMPS, RAILS, ETC.

**INFILTRATION STORM BASIN #1:**  
 DRAINAGE AREA = 2.39 ACRES  
 DESIGN STORAGE VOLUME = 44,053 CFT  
 DESIGN TOP ELEVATION = 829.00  
 DESIGN HIGH WATER LEVEL = 827.62  
 DESIGN BOTTOM ELEVATION = 824.00  
 DESIGN MAXIMUM DEPTH = 3.62 FT

**INFILTRATION STORM BASIN #2:**  
 DRAINAGE AREA = 7.32 ACRES  
 DESIGN STORAGE VOLUME = 95,579 CFT  
 DESIGN TOP ELEVATION = 811.00  
 DESIGN HIGH WATER LEVEL = 809.99  
 DESIGN BOTTOM ELEVATION = 805.00  
 DESIGN MAXIMUM DEPTH = 4.99 FT

**INFILTRATION STORM BASIN #3:**  
 DRAINAGE AREA = 11.25 ACRES  
 DESIGN STORAGE VOLUME = 72,800 CFT  
 DESIGN TOP ELEVATION = 766.00  
 DESIGN HIGH WATER LEVEL = 764.57  
 DESIGN BOTTOM ELEVATION = 760.00  
 DESIGN MAXIMUM DEPTH = 4.57 FT

**INFILTRATION STORM BASIN #4:**  
 DRAINAGE AREA = 2.41 ACRES  
 DESIGN STORAGE VOLUME = 20,800 CFT  
 DESIGN TOP ELEVATION = 767.50  
 DESIGN HIGH WATER LEVEL = 766.50  
 DESIGN BOTTOM ELEVATION = 762.00  
 DESIGN MAXIMUM DEPTH = 4.50 FT

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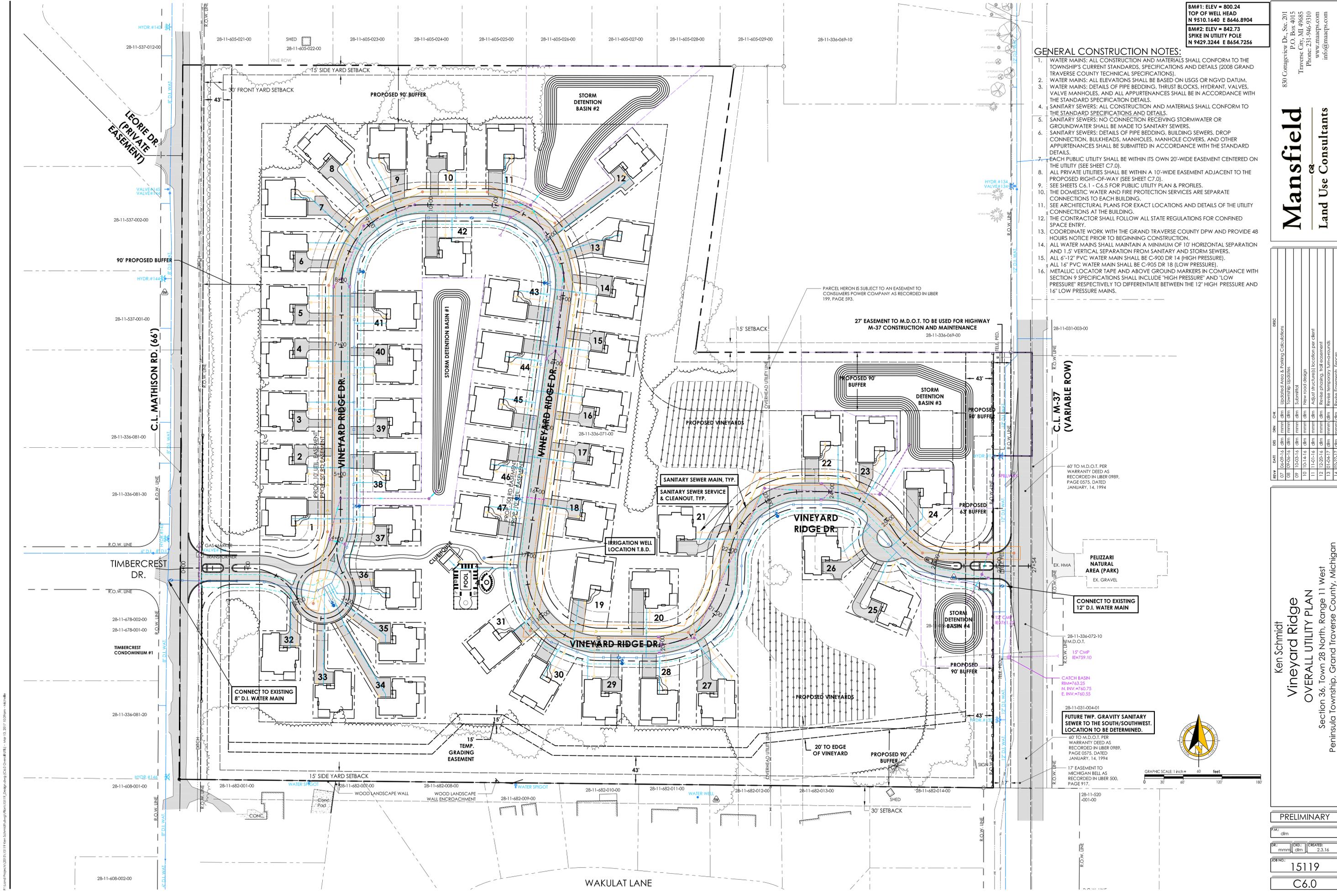
# Mansfield

Land Use Consultants

Ken Schmidt  
 Vineyard Ridge  
 OVERALL GRADING PLAN  
 Section 36, Town 28 North, Range 11 West  
 Peninsula Township, Grand Traverse County, Michigan

PRELIMINARY

DATE: 11/13/19  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]  
 PROJECT NO.: 15119  
 SHEET NO.: C5.0



BM#1: ELEV = 800.24  
 TOP OF WELL HEAD  
 N 9510.1640 E 8646.8904  
 BM#2: ELEV = 842.73  
 SPIKE IN UTILITY POLE  
 N 9429.3244 E 8654.7256

- GENERAL CONSTRUCTION NOTES:**
1. WATER MAINS: ALL CONSTRUCTION AND MATERIALS SHALL CONFORM TO THE TOWNSHIP'S CURRENT STANDARDS, SPECIFICATIONS AND DETAILS (2008 GRAND TRAVERSE COUNTY TECHNICAL SPECIFICATIONS).
  2. WATER MAINS: ALL ELEVATIONS SHALL BE BASED ON USGS OR NGVD DATUM.
  3. WATER MAINS: DETAILS OF PIPE BEDDING, THRUST BLOCKS, HYDRANT, VALVES, VALVE MANHOLES, AND ALL APPURTENANCES SHALL BE IN ACCORDANCE WITH THE STANDARD SPECIFICATION DETAILS.
  4. SANITARY SEWERS: ALL CONSTRUCTION AND MATERIALS SHALL CONFORM TO THE STANDARD SPECIFICATIONS AND DETAILS.
  5. SANITARY SEWERS: NO CONNECTION RECEIVING STORMWATER OR GROUNDWATER SHALL BE MADE TO SANITARY SEWERS.
  6. SANITARY SEWERS: DETAILS OF PIPE BEDDING, BUILDING SEWERS, DROP CONNECTION, BULKHEADS, MANHOLES, MANHOLE COVERS, AND OTHER APPURTENANCES SHALL BE SUBMITTED IN ACCORDANCE WITH THE STANDARD DETAILS.
  7. EACH PUBLIC UTILITY SHALL BE WITHIN ITS OWN 20'-WIDE EASEMENT CENTERED ON THE UTILITY (SEE SHEET C7.0).
  8. ALL PRIVATE UTILITIES SHALL BE WITHIN A 10'-WIDE EASEMENT ADJACENT TO THE PROPOSED RIGHT-OF-WAY (SEE SHEET C7.0).
  9. SEE SHEETS C6.1 - C6.5 FOR PUBLIC UTILITY PLAN & PROFILES.
  10. THE DOMESTIC WATER AND FIRE PROTECTION SERVICES ARE SEPARATE CONNECTIONS TO EACH BUILDING.
  11. SEE ARCHITECTURAL PLANS FOR EXACT LOCATIONS AND DETAILS OF THE UTILITY CONNECTIONS AT THE BUILDING.
  12. THE CONTRACTOR SHALL FOLLOW ALL STATE REGULATIONS FOR CONFINED SPACE ENTRY.
  13. COORDINATE WORK WITH THE GRAND TRAVERSE COUNTY DPW AND PROVIDE 48 HOURS NOTICE PRIOR TO BEGINNING CONSTRUCTION.
  14. ALL WATER MAINS SHALL MAINTAIN A MINIMUM OF 10' HORIZONTAL SEPARATION AND 15' VERTICAL SEPARATION FROM SANITARY AND STORM SEWERS.
  15. ALL 6"-12" PVC WATER MAIN SHALL BE C-900 DR 14 (HIGH PRESSURE).
  16. ALL 16" PVC WATER MAIN SHALL BE C-905 DR 18 (LOW PRESSURE).
  17. METALLIC LOCATOR TAPE AND ABOVE GROUND MARKERS IN COMPLIANCE WITH SECTION 9 SPECIFICATIONS SHALL INCLUDE "HIGH PRESSURE" AND "LOW PRESSURE" RESPECTIVELY TO DIFFERENTIATE BETWEEN THE 12" HIGH PRESSURE AND 16" LOW PRESSURE MAINS.

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**Mansfield**  
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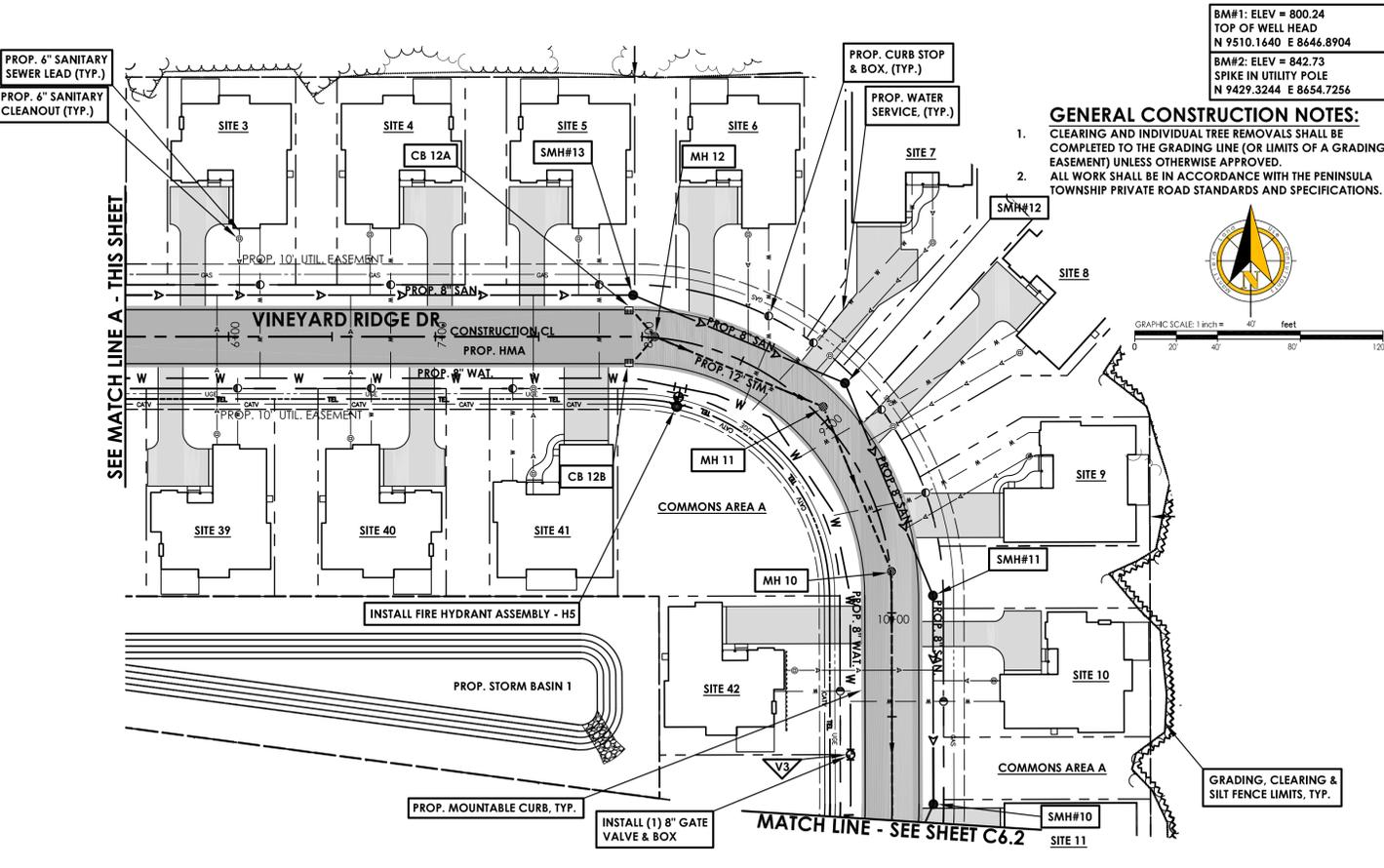
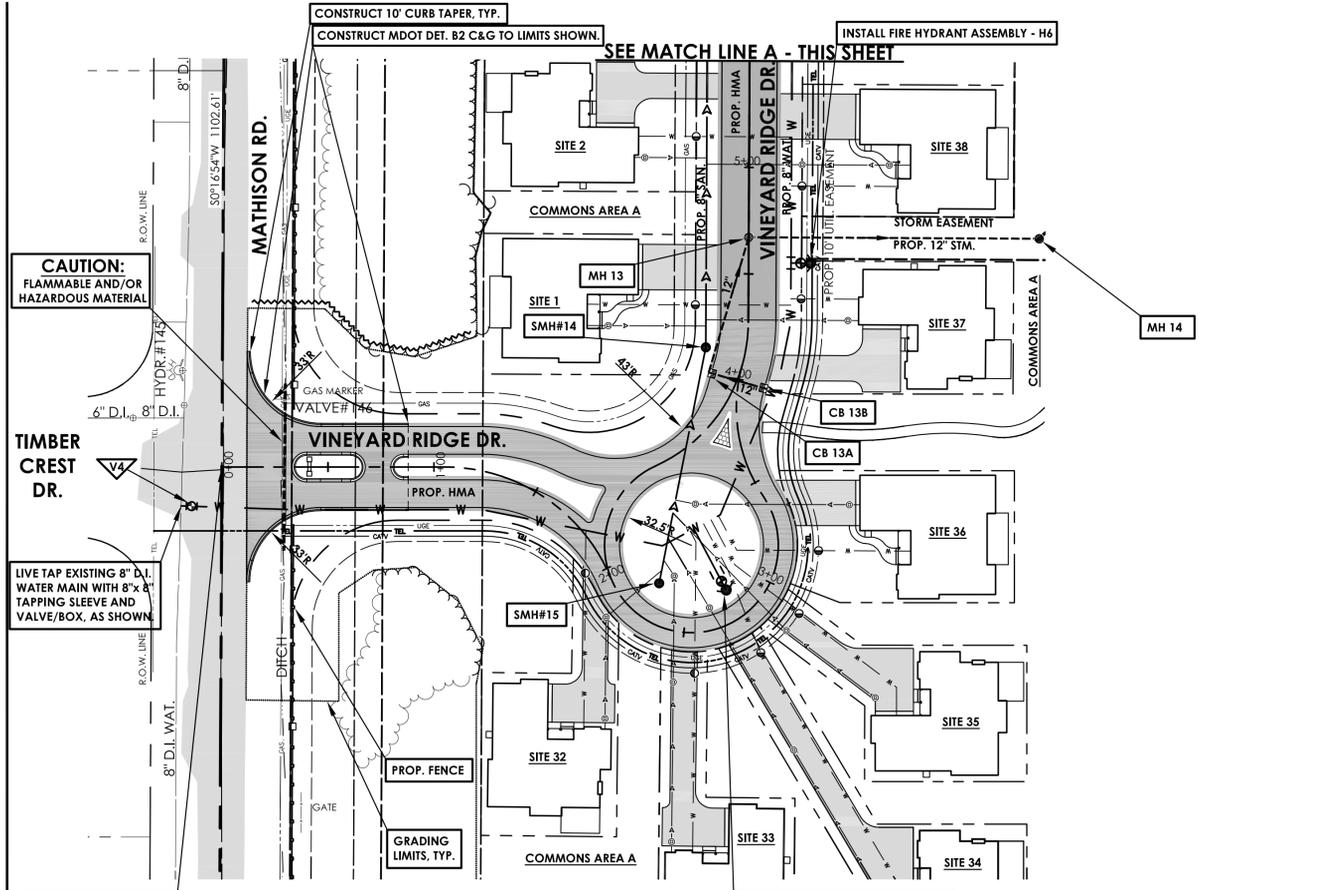
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Ken Schmidt  
 Vineyard Ridge  
 OVERALL UTILITY PLAN  
 Section 36, Town 28 North, Range 11 West  
 Peninsula Township, Grand Traverse County, Michigan

PRELIMINARY  
 DATE: 2.3.18  
 JOB NO: 15119  
 SHEET: C6.0

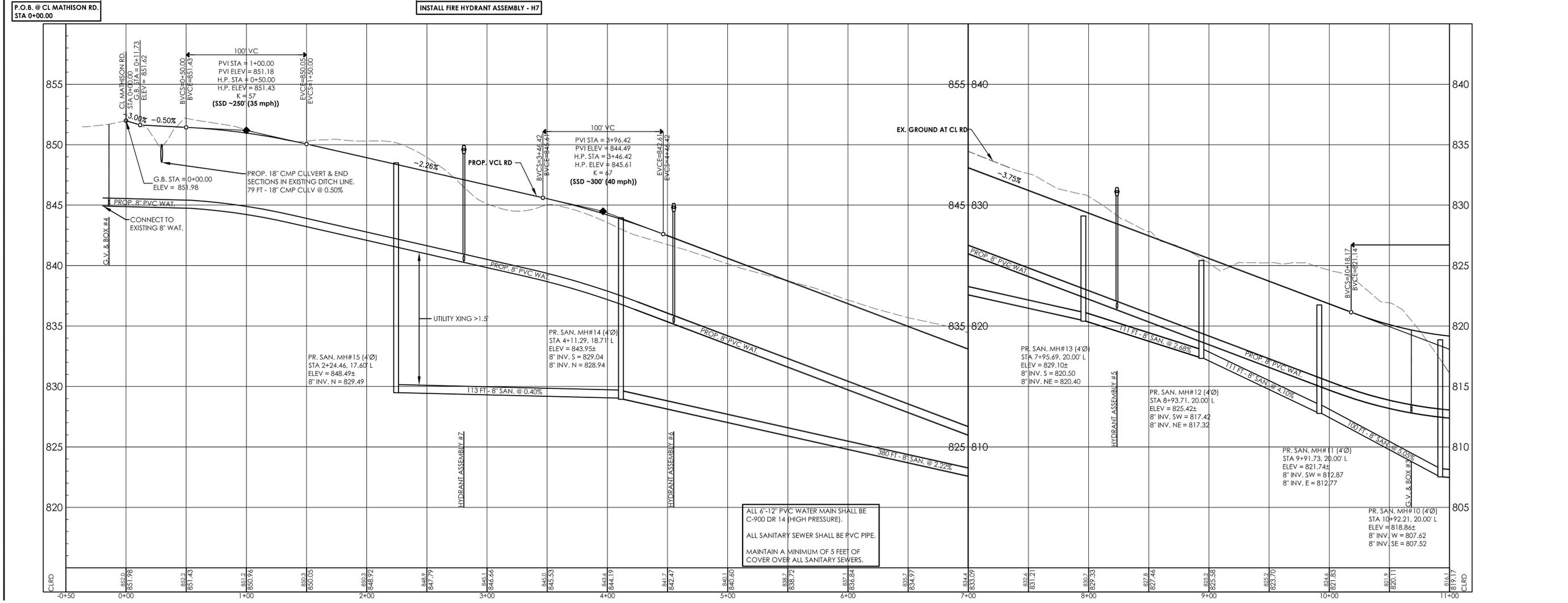
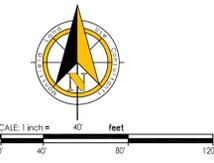


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**GENERAL CONSTRUCTION NOTES:**

- CLEARING AND INDIVIDUAL TREE REMOVALS SHALL BE COMPLETED TO THE GRADING LINE (OR LIMITS OF A GRADING EASEMENT) UNLESS OTHERWISE APPROVED.
- ALL WORK SHALL BE IN ACCORDANCE WITH THE PENINSULA TOWNSHIP PRIVATE ROAD STANDARDS AND SPECIFICATIONS.



ALL 6-12" PVC WATER MAIN SHALL BE C-900 DR 14 (HIGH PRESSURE).  
 ALL SANITARY SEWER SHALL BE PVC PIPE.  
 MAINTAIN A MINIMUM OF 5 FEET OF COVER OVER ALL SANITARY SEWERS.

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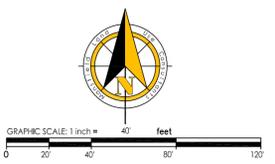
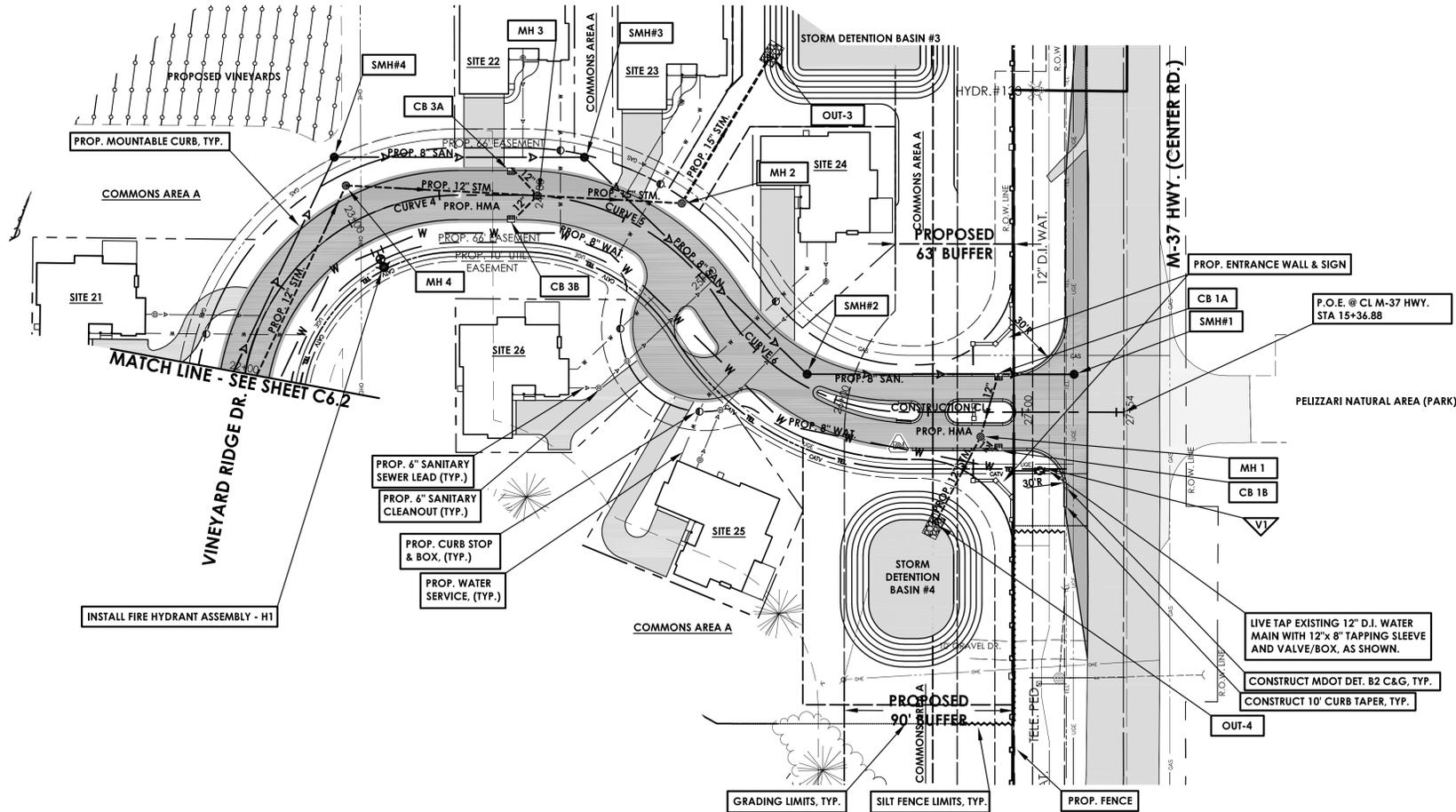
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Ken Schmidt  
 Vineyard Ridge  
 VINEYARD RIDGE DR. - PLAN & PROFILE: P.O.B. TO STA 11+00  
 Section 36, Town 28 North, Range 11 West  
 Peninsula Township, Grand Traverse County, Michigan

SCALE: 1"=40' H, 1"=4' V  
 PRELIMINARY  
 PKG: dlm  
 DR: mmm/ dlm/ CREATE: 2.3.16  
 JOB NO: 15119  
 C6.1

P:\client\projects\2015\15119 Ken Schmidt\working\Ken\15119\_Plan&Profile.dwg (CA:1) - Apr 13, 2017 10:06am - Metric





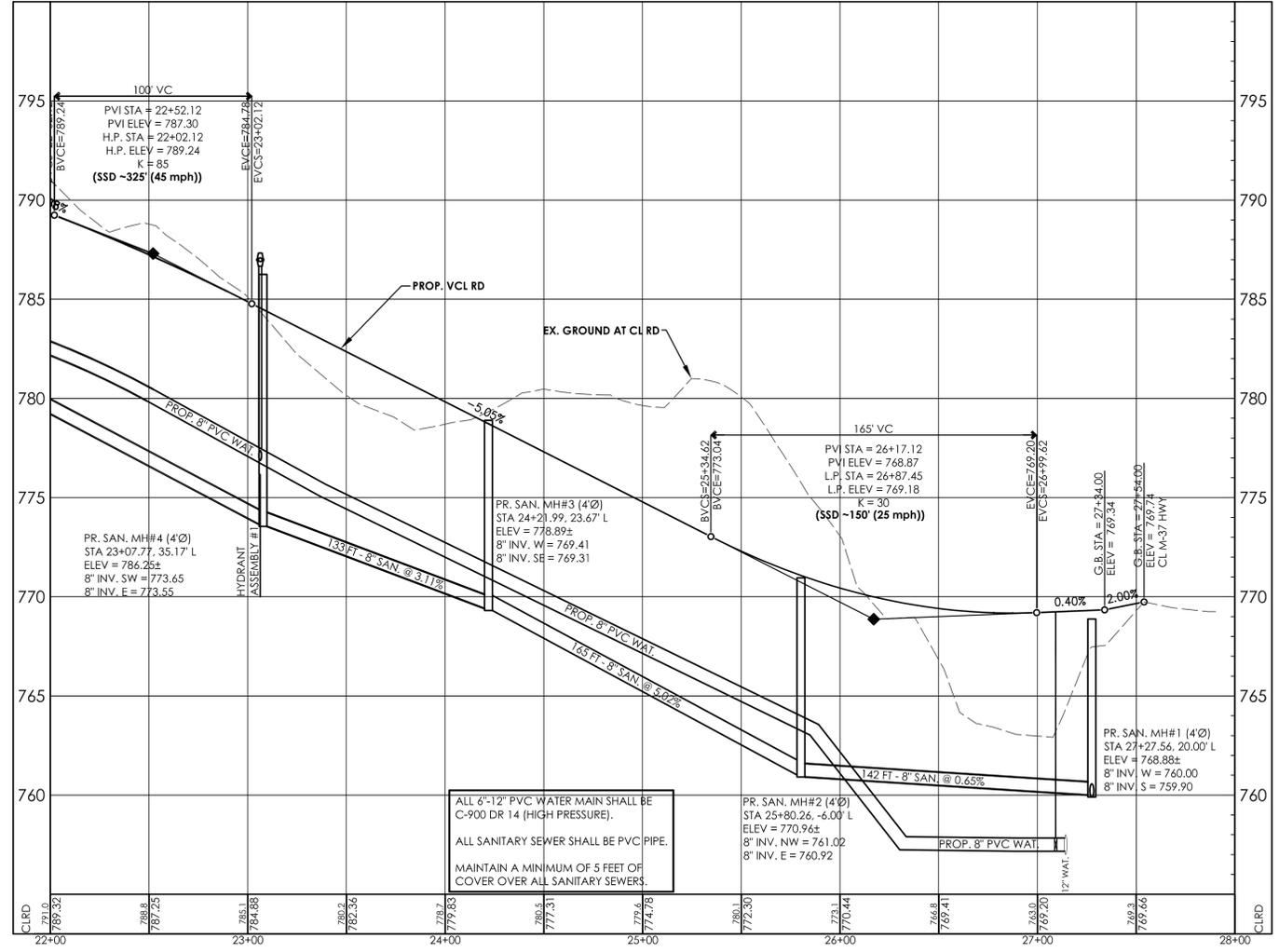
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Ken Schmidt  
 Vineyard Ridge  
**VINEYARD RIDGE DR. - PLAN & PROFILE: STA 22+00 TO P.O.E.**  
 Section 36, Town 28 North, Range 11 West  
 Peninsula Township, Grand Traverse County, Michigan

SCALE: 1"=40' H, 1"=4' V  
 PRELIMINARY  
 PKI: dlm  
 DR: rmm/tyl CDR: CREATED: 2.3.16  
 JOB NO: 15119  
 C6.3

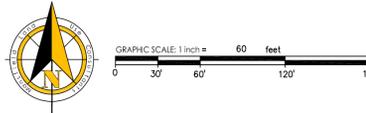
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P:\User\Projects\2015\15119 Ken Schmidt.dwg (Rev. 15119) (P:\User\Projects\2015\15119 Ken Schmidt.dwg) - Mod 13 2017 10:00am - AutoCAD



**Notes:**  
Each phase of the proposed development will include the construction of private roads and utilities to adequately serve development residents.  
Private road connection to Mathison Road to occur in Phase 2. All necessary connections to utilities along Mathison Road for Phase 1 will be made as a part of Phase 1.

**Commencement Dates:**  
Phase 1: Spring, 2017  
Phase 2: Spring, 2018  
Phase 3: Spring, 2019



830 Cottageview Dr., Ste. 201  
P.O. Box 4015  
Traverse City, MI 49685  
Phone: 231-946-9310  
www.mansfieldps.com  
info@mansfieldps.com

# Mansfield

Land Use Consultants

REV#	DATE	ISS.	BY	CHK.	DESCRIPTION
07	10-02-13	dim	mmmt	dim	Updated Area & Parking Calculations
08	09-06-15	dim	mmmt	dim	Rowing Updates
09	10-03-16	dim	mmmt	dim	Submittal
10	10-14-16	dim	mmmt	dim	New road design
11	11-01-16	dim	mmmt	dim	Adjust structures location per client
12	12-20-16	dim	mmmt	dim	Revise phasing, trail easement
13	01-04-17	dim	mmmt	dim	Revise temporary turn-around
14	02-27-17	dim	mmmt	dim	Revise Easements, Fences

Ken Schmidt  
Vineyard Ridge  
PHASING PLAN

Section 36, Town 28 North, Range 11 West  
Peninsula Township, Grand Traverse County, Michigan

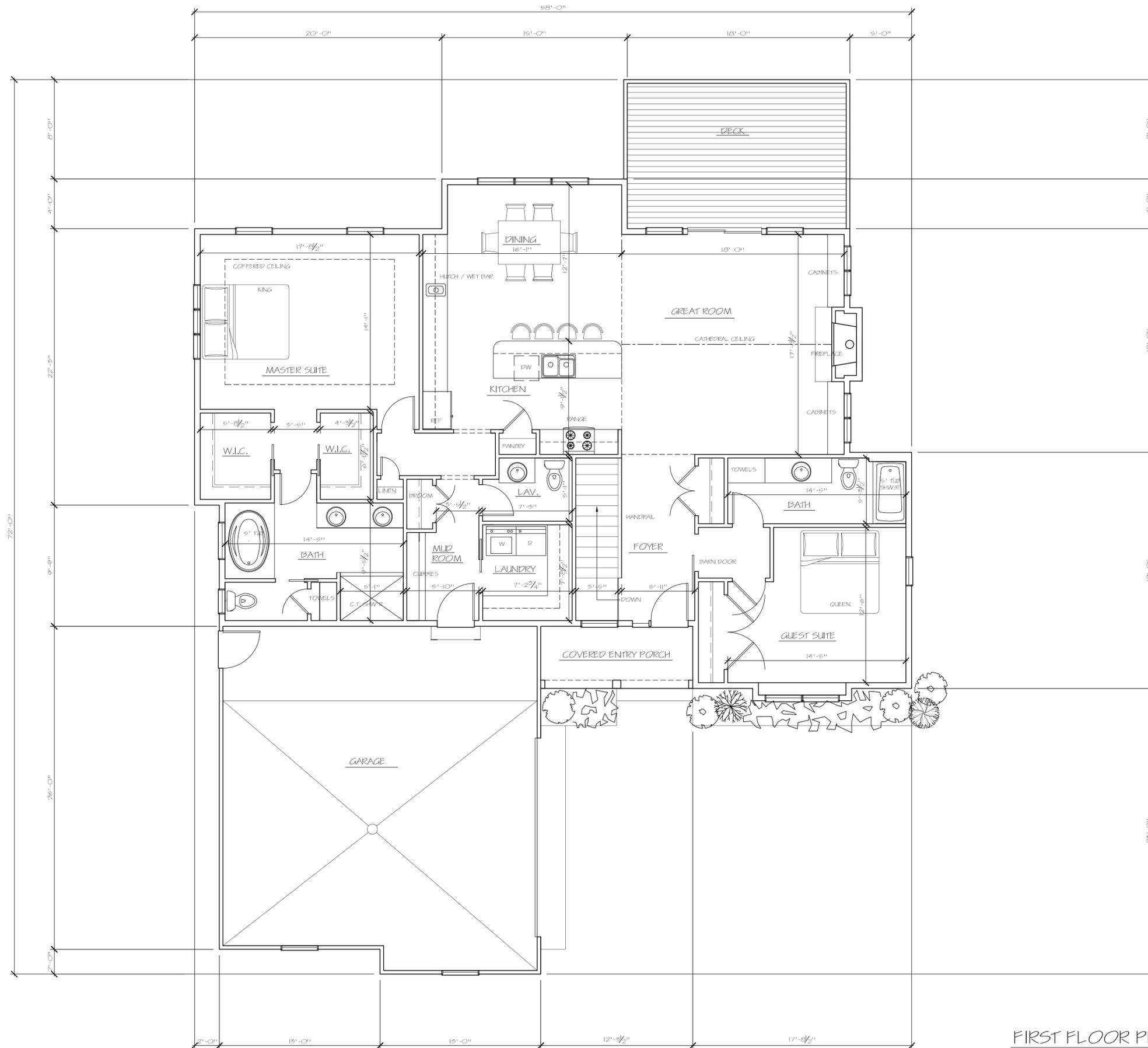
PRELIMINARY

DATE: dim

SCALE: mmmt dim, 2.3.16

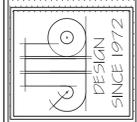
JOB NO.: 15119

P1.0



FIRST FLOOR PLAN B  
 1/4" = 1'-0" 1909 SQ. FT.

DESIGN & DRAWINGS BY  
**JERRY L. BAUMANN**  
 RESIDENTIAL DESIGN  
 TRAVERSE CITY, MI 946-35003



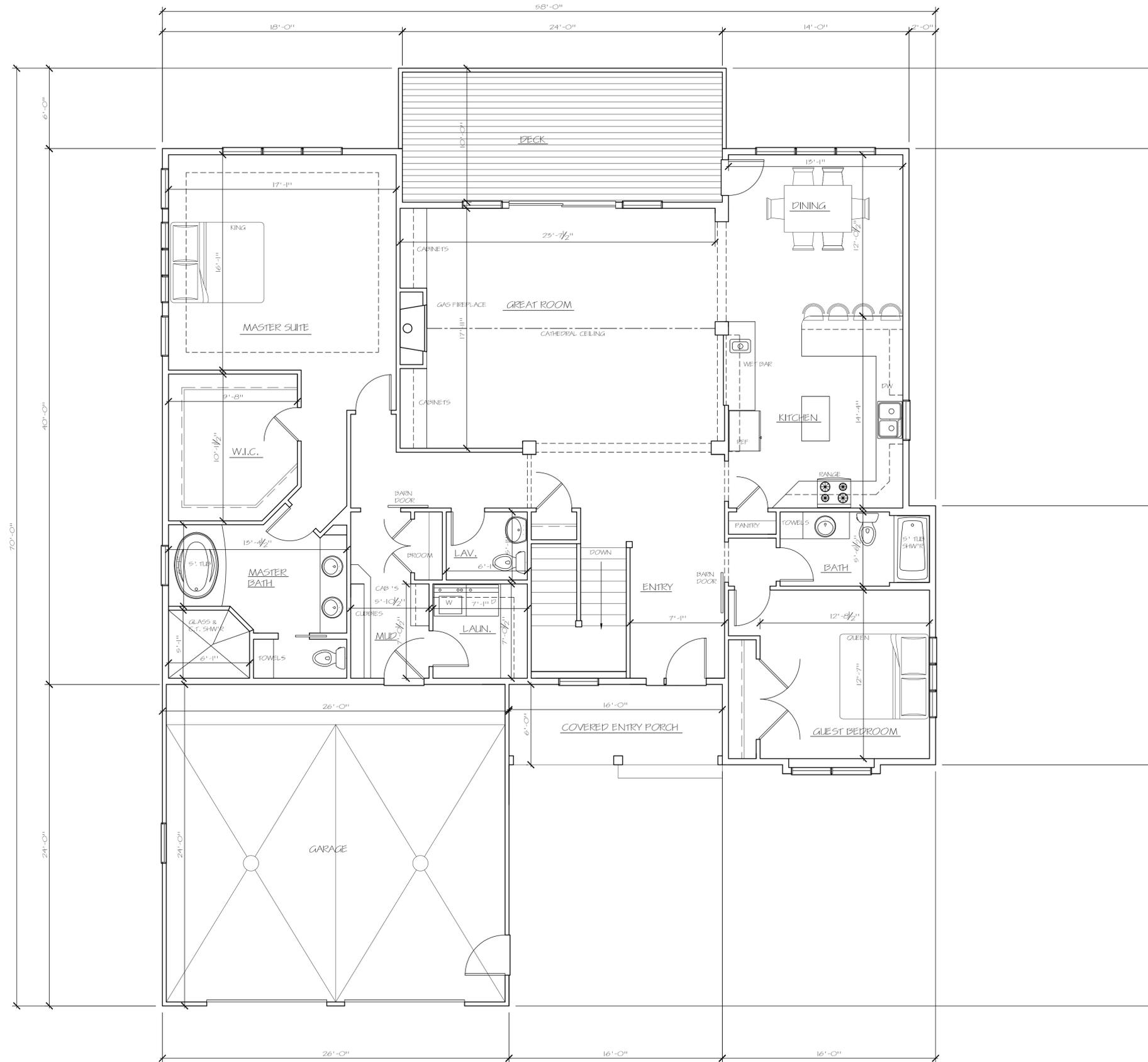
BUILT BY: \_\_\_\_\_  
**BUILDER**  
 TRAVERSE CITY, MI. PHONE \_\_\_\_\_

NEW RESIDENCE FOR  
**CLIENT**  
 TRAVERSE CITY, MI.

REVISIONS:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

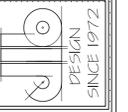
DATE: \_\_\_\_\_

SHEET NO.  
**AI**



FIRST FLOOR PLAN A  
 1/4" = 1'-0" 2,267 SQ. FT.

DESIGN & DRAWINGS BY  
**JERRY L. BAUMANN**  
 RESIDENTIAL DESIGN  
 TRAVERSE CITY, MI 946-3502

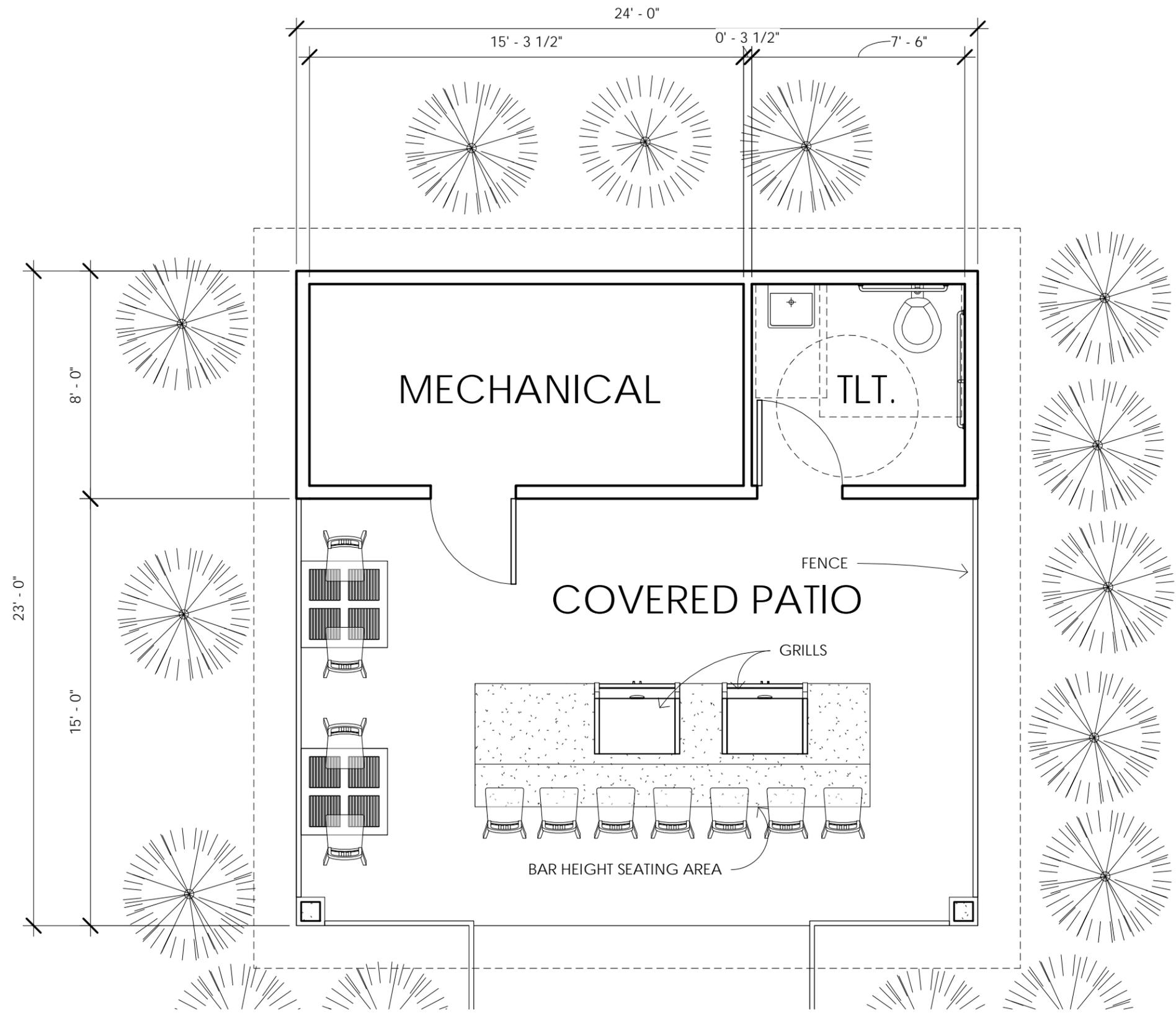


BUILT BY: \_\_\_\_\_  
 BUILDER \_\_\_\_\_  
 TRVERSE CITY, MI. \_\_\_\_\_  
 PHONE \_\_\_\_\_

NEW RESIDENCE FOR  
 CLIENT \_\_\_\_\_  
 TRVERSE CITY, MI. \_\_\_\_\_

REVISIONS:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 DATE: \_\_\_\_\_  
 SHEET NO. \_\_\_\_\_

**AI**



① Pool House Floor Plan  
1/4" = 1'-0"

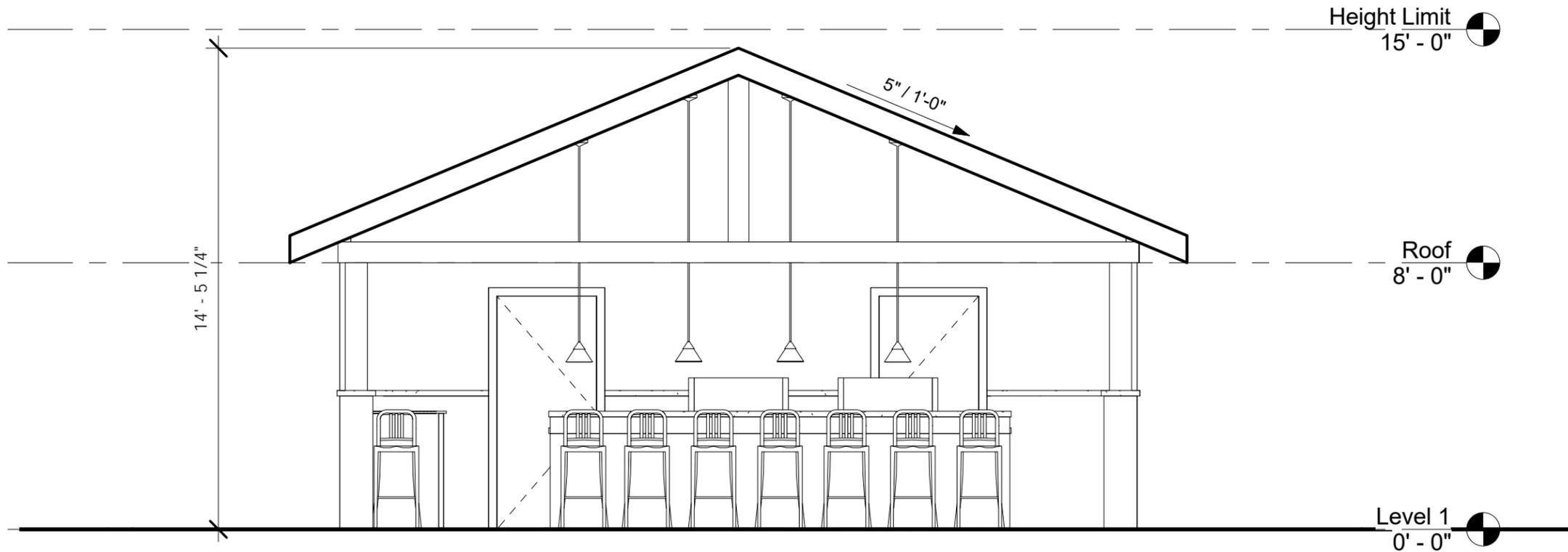
TRAVERSE  
ARCHITECT  
GROUP  
830 Cottageview Drive • Suite 201  
P.O. Box 4015 • Traverse City, MI 49685  
PH: 231-946-9940 • Fax: 231-946-8926



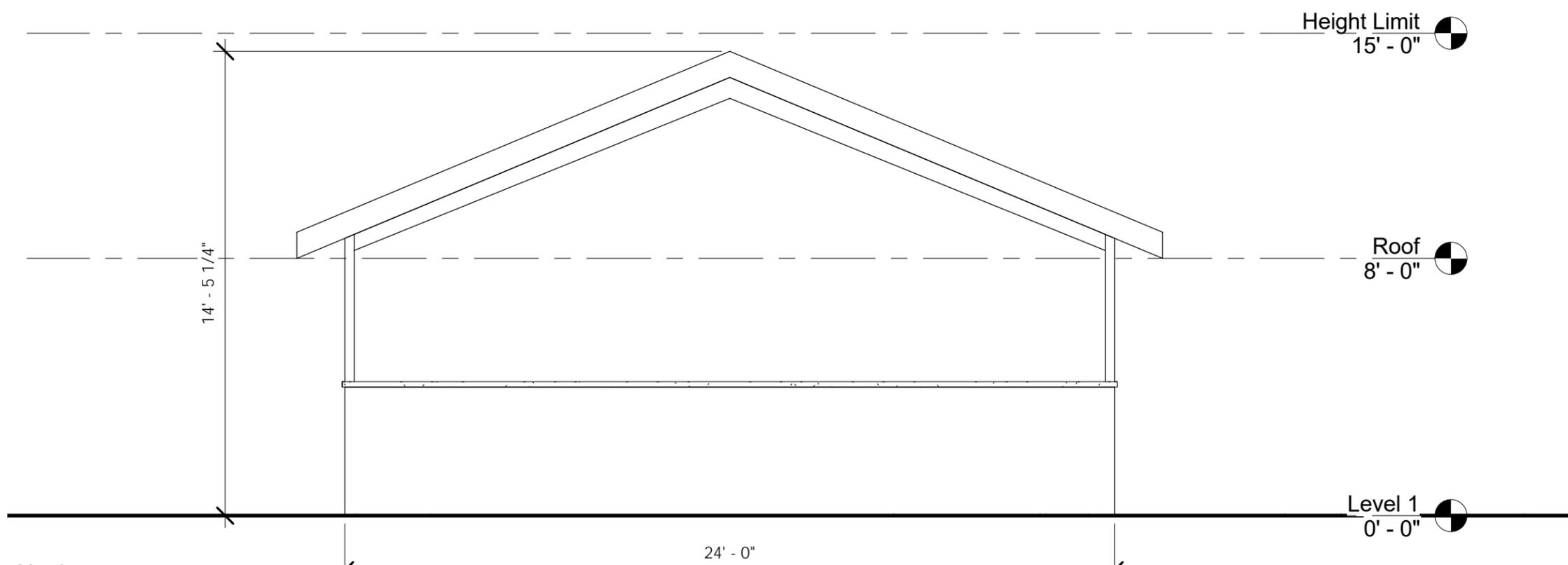
KEN SCHMIDT  
VINYARD RIDGE  
POOL HOUSE FLOOR PLAN

REVISIONS:	
DR:	CKD.:
RMM	OWNER
DATE:	
5-19-2016	
JOB NO.:	
15119	
SHT. #	

AI.0



① South  
1/4" = 1'-0"



② North  
1/4" = 1'-0"

Height Limit  
15' - 0"

Roof  
8' - 0"

Level 1  
0' - 0"

Height Limit  
15' - 0"

Roof  
8' - 0"

Level 1  
0' - 0"

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GROUP  
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KEN SCHMIDT  
VINEYARD RIDGE  
EXTERIOR ELEVATIONS

REVISIONS:

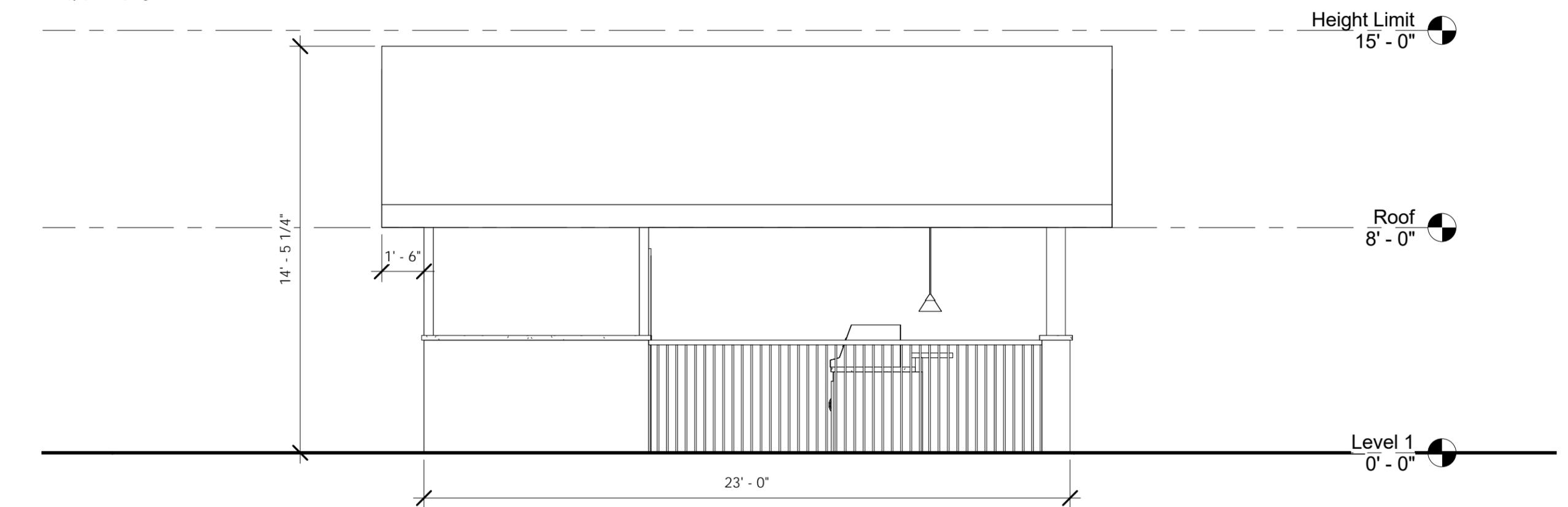
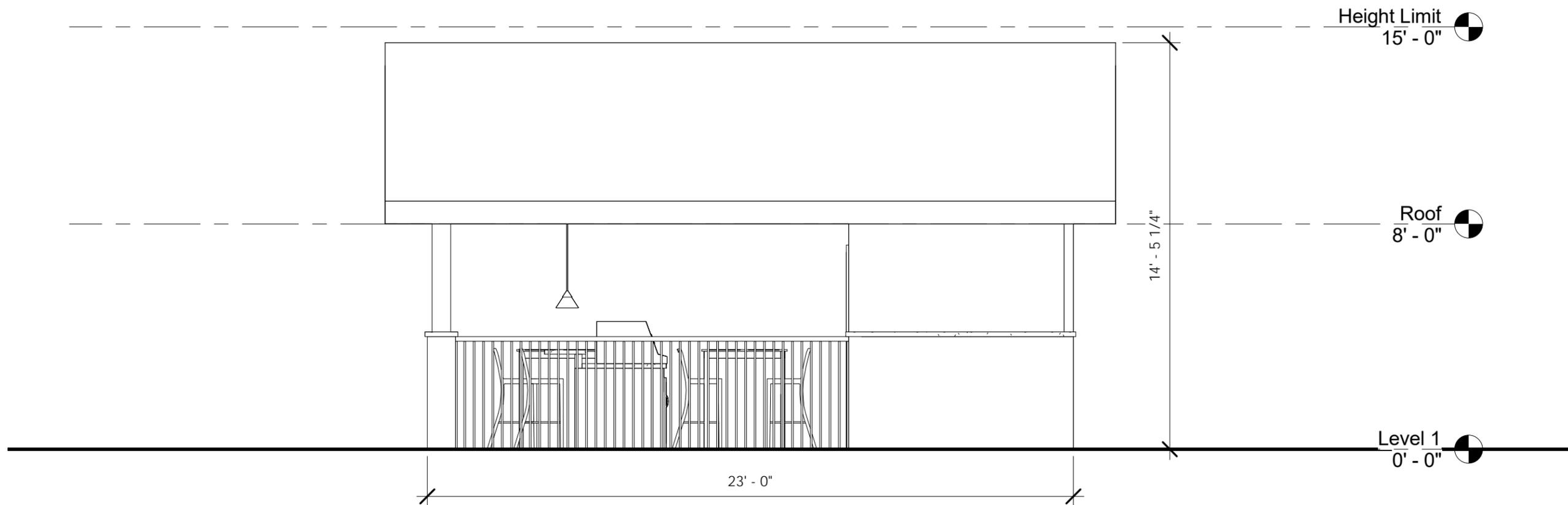
DR.: RMM  
CKD.: OWNER

DATE:  
5-19-2016

JOB NO.:  
15119

SHT. #

A1.1



TRAVERSE  
ARCHITECT  
GROUP

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PH: 231-946-9940 • Fax: 231-946-8926



KEN SCHMIDT  
VINEYARD RIDGE  
EXTERIOR ELEVATIONS

REVISIONS:

DR.: RMM CKD.: OWNER

DATE: 5-19-2016

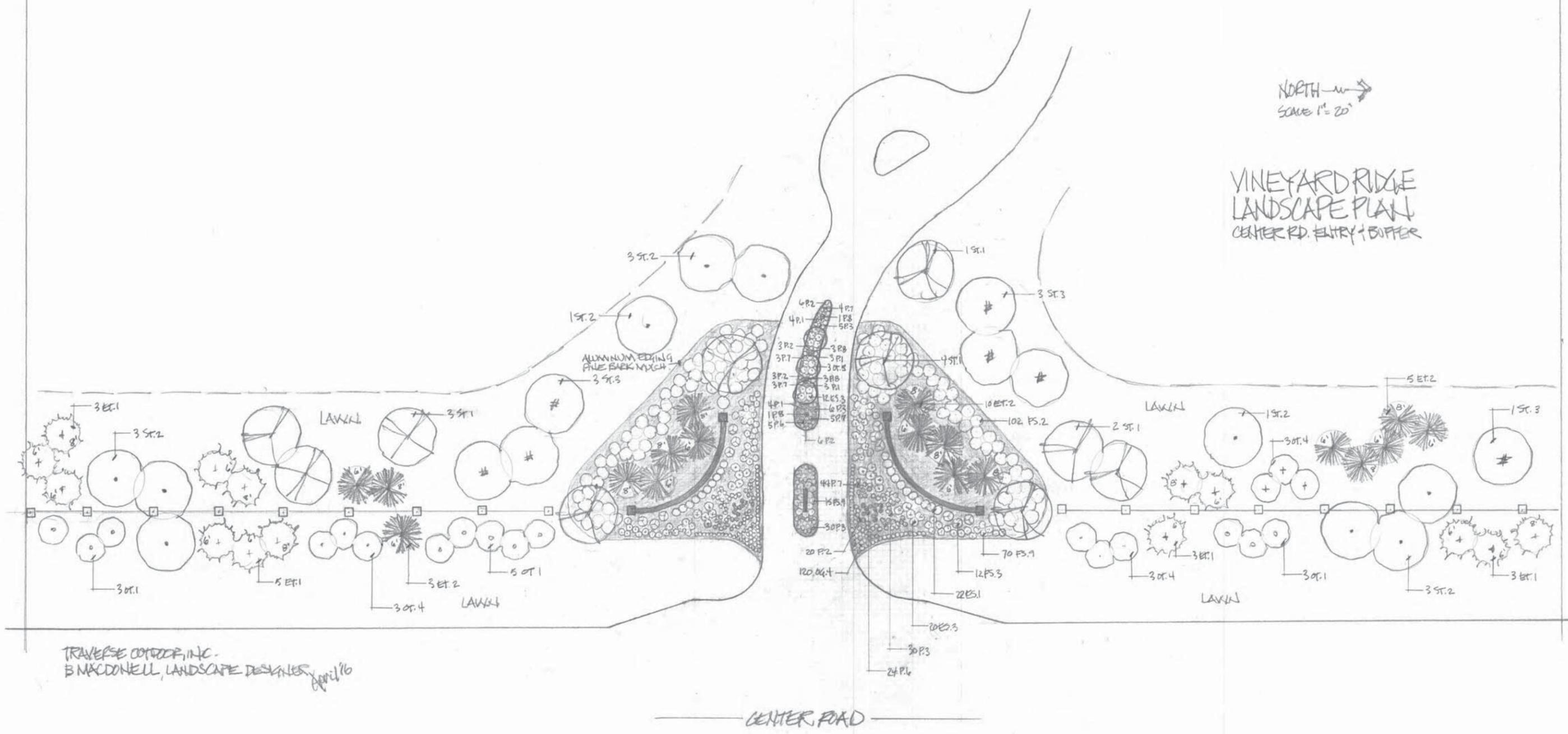
JOB NO.: 15119

SHT. #

A1.2

NORTH →  
SCALE 1" = 20'

# VINEYARD RIDGE LANDSCAPE PLAN CENTER RD. ENTRY + BUFFER



TRAVERSE OUTDOOR, INC.  
B MACDONELL, LANDSCAPE DESIGNER April '16

CENTER ROAD





## **Project Details and Supplemental Information**

In order to accurately depict the intended character of the proposed Vineyard Ridge development and describe its potential impacts, a variety of project detail documents and other supplemental information have been created. The following items can be found in this portion of the submission.

### Sign Details

In accordance with Section 7.11.3 (17) of the Zoning Ordinance, the proposed signs are submitted for approval as reasonably necessary to meet the intent of the ordinance. The drawings provided are required by the Ordinance.

### Fence and Wall Details

These drawings illustrate the character of the proposed entry features for the Vineyard Ridge development.

### Environmental Impact Summary

As requested by the Planning Commission at a meeting following the initial submittal of the development application, this summary describes how previous farming activity impacted the soils of the site. The report notes that contamination levels are very low and that State and Federal guidelines for dealing with exposed soil are easily satisfied by the proposed development.

### Typical Slope Stabilization Detail

This detail was created in response to concerns related the construction of homes on some of the sloping areas of the site. The existing slopes are quite moderate and do not require any extraordinary measures for the construction of the proposed road or homes. Comments from the Grand Traverse County Soil Erosion and Sedimentation Control (SESC) office (see Tab 9 of this submission) indicate that the proposed plans present no issues so long as industry standard erosion control measures are utilized during construction. Additionally, each individual home within the development will need to obtain its own SESC permit, if necessary, prior to construction. The slope stabilization detail illustrates how slopes of varying degrees will be maintained during and following the construction of individual homes on the site.

### Traffic Analysis

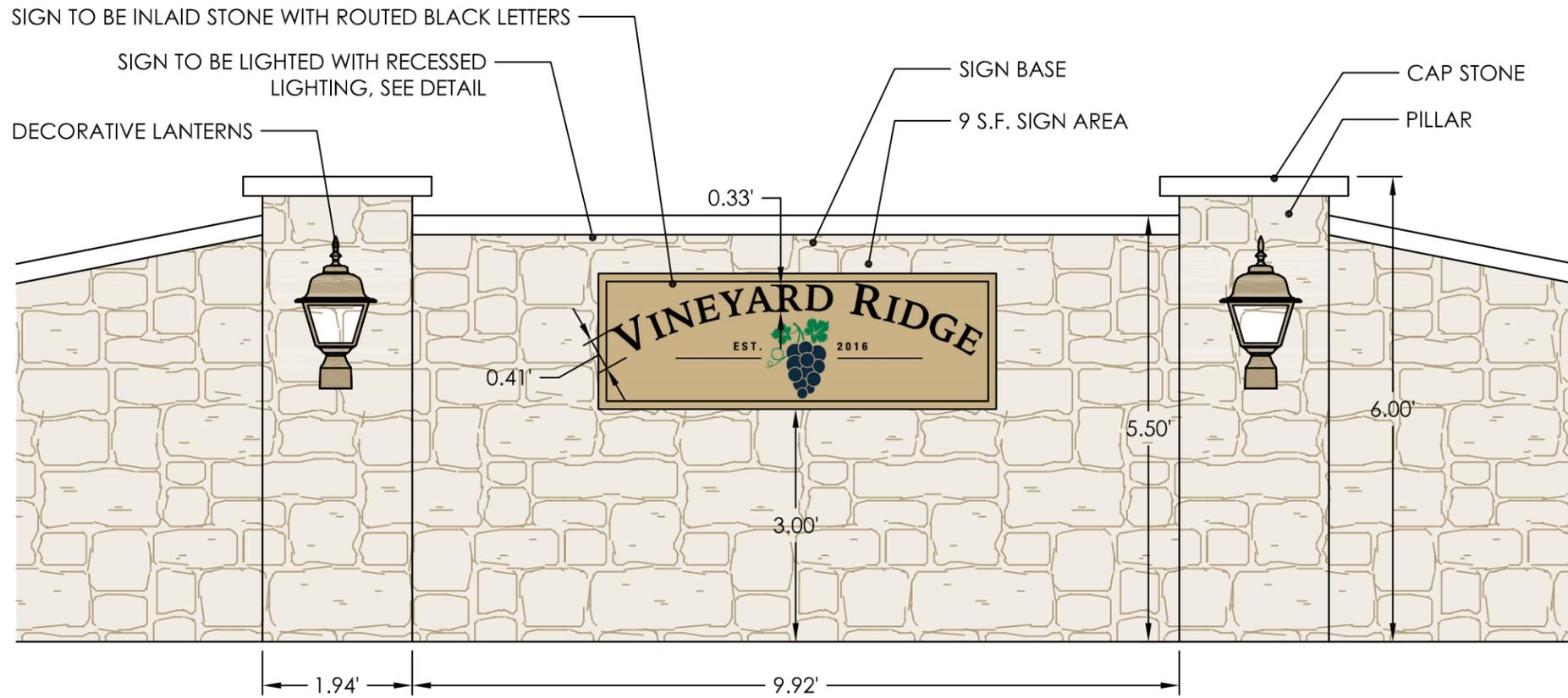
At the request of the Planning Commission, this traffic analysis was created and submitted to the Michigan Department of Transportation and County Road Commission to provide them with additional information related to the potential impacts of the proposed development. Upon review of the document, both agencies indicated that their prior positive comments on the development still applied and provided no additional input.

### Draft Easement Language

As part of the overall design of the proposed PUD, an easement granted to the Township for its future construction of a trail is proposed. This draft language identifies the details of how the easement may be used.

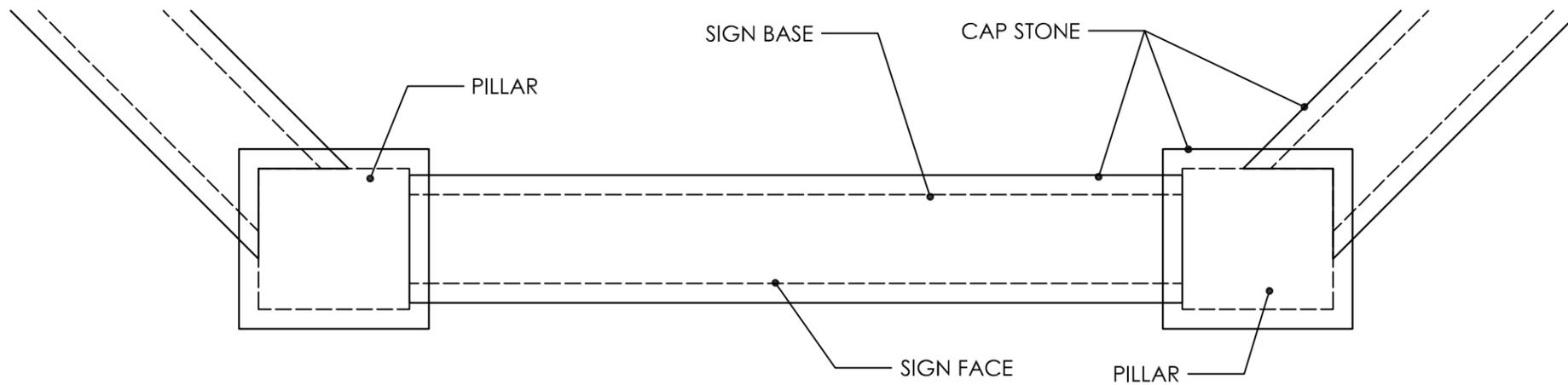
### Vineyard Maintenance Statement

A statement describing the proposed management and maintenance of the proposed vineyards.

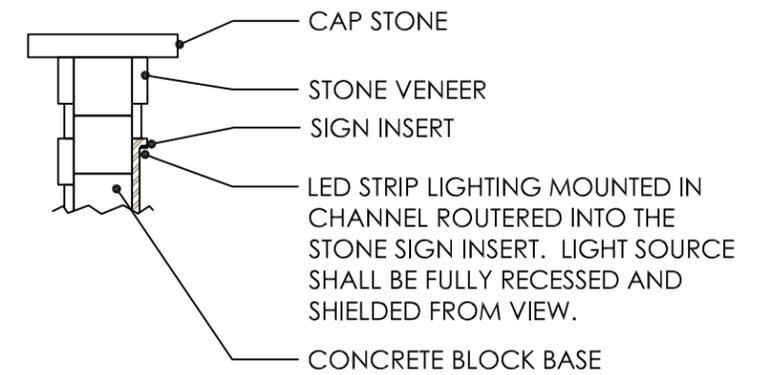


NOTES:

1. Letters and logo are to be routed into the stone sign face and painted black.
2. Stone and sign colors shown are for representation only and may not represent final color choices.



ENTRANCE SIGN/BASE PLAN VIEW DETAIL



SIGN BASE CROSS SECTION AND LIGHTING LOCATION DETAIL

P:\Land Projects\2015\15119 Ken Schmidt.dwg\Plan\15119 sign detail-01.dwg (1x17 Plan) - Jan 04, 2017 11:49am - Michelle

830 Cottageview Dr., Ste. 201  
P.O. Box 4015  
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Phone: 231-946-9310  
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info@mnaeps.com

**Mansfield**  
Land Use Consultants

REV	DATE	BY	CHK	DESCRIPTION
01	16.12.13	mmn	dmc	Original design
02	16.12.21	dmc	mmn	Revised Sign Base and Lighting
03	17.01.04	dmc	mmn	Revised Sign Base and Lighting

Ken Schmidt  
**Vineyard Ridge**  
Sign Detail  
Section 36, Town 28 North, Range 11 West  
Peninsula Township, Grand Traverse County, Michigan

DATE:	16.12.13
BY:	mmn
CHK:	dmc
PROJECT NO.:	15119
SHEET:	1 OF 1

# Proposed SIGN LIGHTING EXAMPLE

## SPECIFICATIONS Ribbon Star Ultra LED Light Strip Waterproof - 118"



**PRODUCT NAME** Ribbon Star Ultra, Waterproof LED Strip Light - UL 12VDC - 118" (3m)

**SKUs** White: RL-SC-RSU-T-W-10 / Warm White: RL-SC-RSU-T-WW-10

**DESCRIPTION** The UL Listed Ribbon Star Ultra Waterproof LED Ribbon is a super bright light source for many projects. This 118" (approximately 10 Feet) ribbon has waterproof connection jacks attached to each end, one end is male the other end is female. This ribbon comes with 3M™ VHB™ mounting tape on the back, for the best long-term mounting solution. 3 SMD LEDs per inch and 5.4W per foot of power required for this light. It can also be used for box signs, overhead lighting, cove, under cabinet, under counter, porches, gazebos, backlighting, awning lighting and many more outdoor applications. It is recommended that you mount this strip to steel or aluminum, for a good heat sink. Requires a 12VDC Constant Voltage power supply.

**DIMENSIONS** 118"L x 0.52"W x 0.28"H (3m x 13.2mm x 7.1mm)

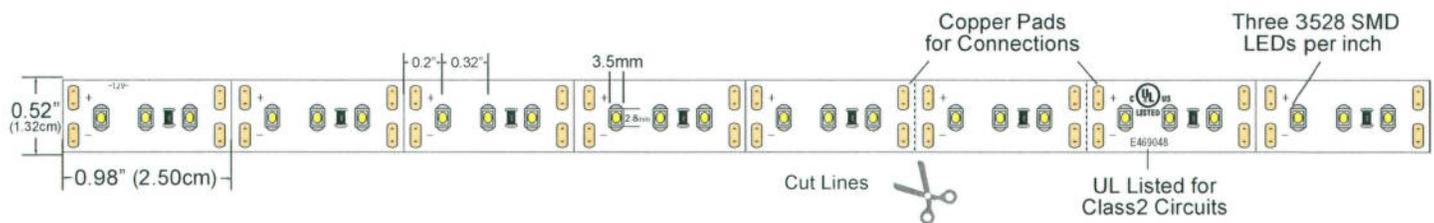
**APPROVALS** CE, RoHS, UL Listed

**LIFESPAN** 50,000 Hours

**OPERATING TEMP** -49°~149°F

**WARRANTY** 2 Year Manufacturers

SKU	Color	Length	LED Qty	LED Type	Light Output (mcd)	Lumen (lm/ft)	Beam Angle	Voltage (VDC)	Current (Amps)	Watts Required	Max Serial Connection
<del>RL-SC-RSU-T-W-10</del>	<del>White 6000-6500K</del>	<del>118" (3m)</del>	<del>360</del>	<del>SMD Top LED</del>	<del>1950 x 360</del>	<del>372 lm/ft</del>	<del>120°</del>	<del>12</del>	<del>4.5</del>	<del>5.4W per ft. 54W per 118"</del>	<del>15 Feet</del>
RL-SC-RSU-T-WW-10	Warm Wht 3000-3500K	118" (3m)	360	SMD Top LED	1700 x 360	260 lm/ft	120°	12	4.5	5.4W per ft. 54W per 118"	15 Feet



These specification are subject to change without notice. This specification information is from the manufacturer of this product. Ecology LED is not the manufacturer of this product. Copyright © 2014 Ecology LED

Item #: <b>8283-A61</b>	UPC Code: 747396079943
Product Family Name: <b>Sage Ridge™</b>	Finish: <b>Vintage Rust™</b>
Category: <b>Wall Mount</b>	Category Type: <b>Wall Bracket</b>
Certification <b>3057374</b>	
Patents	
Notes:	

Recessed LED bulb located completely above bottom horizontal plane of shield.



Image File Name:  
8283-A61--  
1377129264.jpg

**Representative example of proposed entry sign wall lighting.**  
All entry sign wall lighting will comply with the standards of section 7.14 of the Zoning Ordinance and will be full cut off. All outdoor lighting will have full shielding. Fixture aesthetics may vary from image.



## MEASUREMENTS

Width: <b>10.5</b>	Length: <b>14.00</b>	Height: <b>22.5</b>	Extension: <b>12.75</b>
Height Adjustable: <b>No</b>	Min Overall Height: <b>0.00</b>	Max Overall Height: <b>0.00</b>	Slope: <b>No</b>
Wire Length: <b>7</b>	Chain Length:	Safety Cable Included: <b>No</b>	Net Weight: <b>3.37</b>
Canopy Width: <b>4.63</b>	Canopy Height: <b>14.00</b>	Canopy Length:	
Backplate Width:	Backplate Height:	Center to Top: <b>7.50</b>	Center to Bottom: <b>15.50</b>

## LAMPING

No. of Bulbs: <b>1</b>	Light Type: <b>A19 Med (type of standard LED bulb)</b>			
Max Bulb Wattage: <b>60</b>	Socket: <b>E26 Med</b>			
Dimmable: <b>Yes</b>	Ballast:	Rated Life Hours:	Photocell Included:	Lamps Included: <b>No</b>
Lamp Included: <b>No</b>	Color Temp.:	CRI:	Initial Lumens:	Delivered Lumens:
	<b>0</b>			

## SHADE / GLASS

Description:	Material:
Part No.:	Quantity: <b>0</b>
Width:	Height: Length:



## SHIPPING

Carton Width: <b>12.500</b>	Carton Height: <b>24.500</b>	Carton Length: <b>15.000</b>	
Carton Weight: <b>5.896</b>	Carton Cubit Feet: <b>2.658</b>	Small Package Shippable: <b>Yes</b>	
Master Pack Width:	Master Pack Height:	Master Pack Length:	
Master Pack Weight:	Master Cubic Feet:	Multi-Pack: <b>1</b>	Master Pack: <b>1</b>



Dark Sky    Wet Location

Yes    Yes

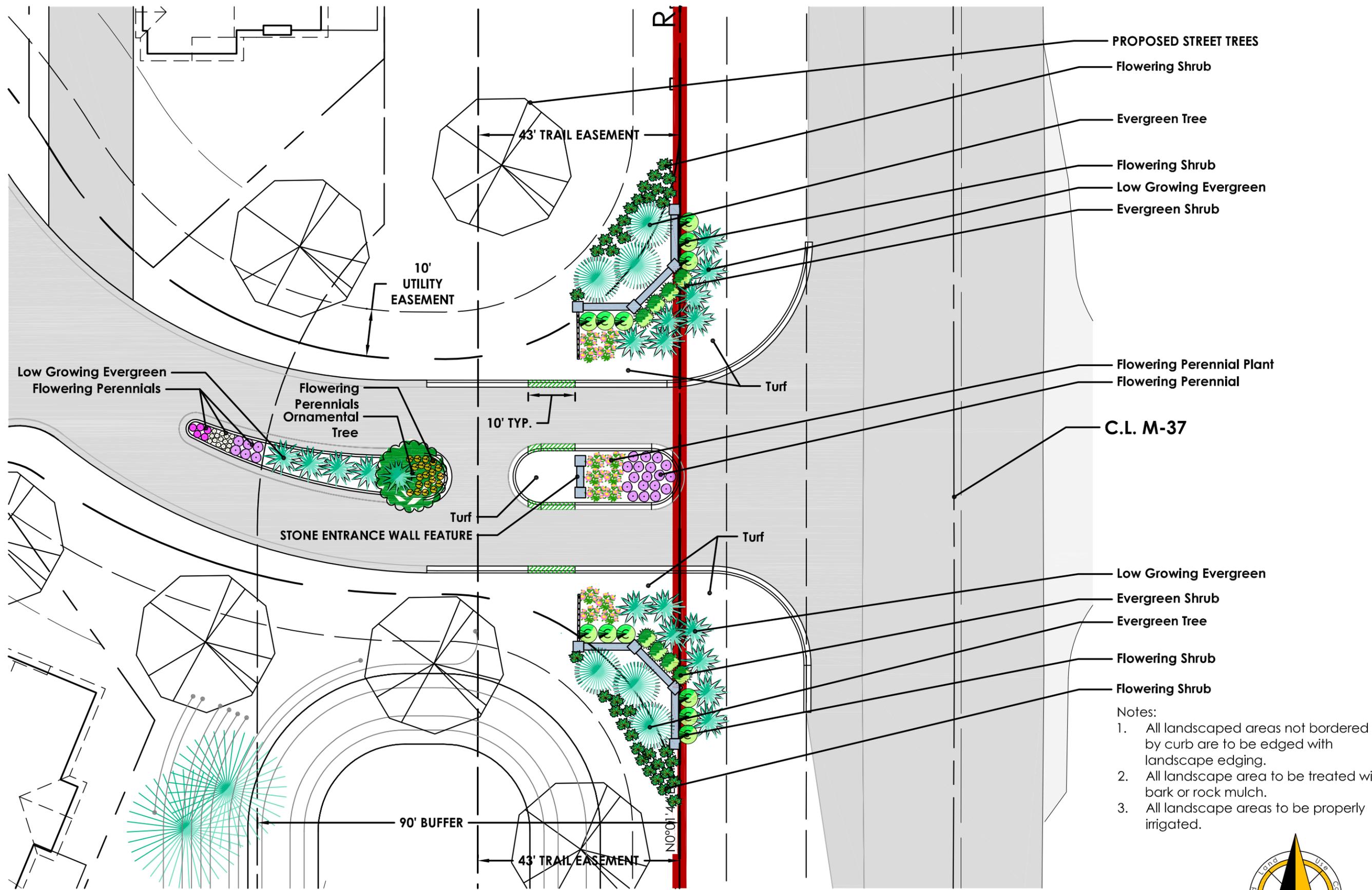


ETL Intertek

Yes



P:\Land Projects\2015\15119 Ken Schmidt.dwg\Plan\15119 plan08-Alternate.dwg (11x17 landscape m-37) - Mar 10, 2017 3:46pm - Michelle



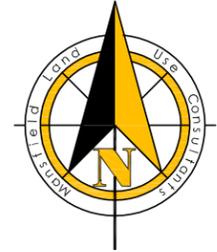
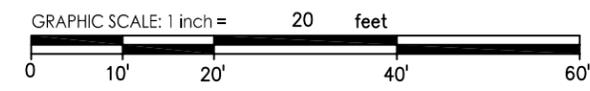
- PROPOSED STREET TREES
- Flowering Shrub
- Evergreen Tree
- Flowering Shrub
- Low Growing Evergreen
- Evergreen Shrub

- Flowering Perennial Plant
- Flowering Perennial

C.L. M-37

- Low Growing Evergreen
- Evergreen Shrub
- Evergreen Tree
- Flowering Shrub
- Flowering Shrub

- Notes:
1. All landscaped areas not bordered by curb are to be edged with landscape edging.
  2. All landscape area to be treated with bark or rock mulch.
  3. All landscape areas to be properly irrigated.



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Phone: 231-946-9310  
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info@maaeps.com

# Mansfield

Land Use Consultants

REV	DATE	BY	CHK	DESC
01	12-20-16	dm	dm	Original
02	12-29-16	dm	dm	Revised fence and landscaping

Ken Schmidt  
**Vineyard Ridge**  
M-37 Entrance Landscape Detail  
Section 36, Town 28 North, Range 11 West  
Peninsula Township, Grand Traverse County, Michigan

PRELIMINARY

dm  
dm  
5-19-16

15119

SHT 1 OF 1

P:\Land Projects\2015\15119 Ken Schmidt\dwg\Plan\15119 plan08-Alternate.dwg (11x17 Landscape-Mathison) - Mar 10, 2017 3:48pm - Michelle

C.L. MATHISON ROAD

Flowering Shrub  
 Evergreen Shrub  
 Evergreen Tree  
 STONE AND VINYL ENTRANCE FEATURE

Flowering Shrub  
 Flowering Perennial

Flowering Perennial Plant

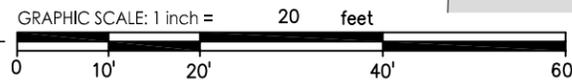
Flowering Perennials  
 Flowering Perennial  
 Flowering Shrub

STONE AND VINYL ENTRANCE FEATURE

Evergreen Tree  
 Evergreen Shrub  
 Flowering Shrub

PROPOSED STREET TREES

- Notes:
1. All landscaped areas not bordered by curb are to be edged with landscape edging.
  2. All landscape area to be treated with bark or rock mulch.
  3. All landscape areas to be properly irrigated.



TCH

43' TRAIL EASEMENT

Turf

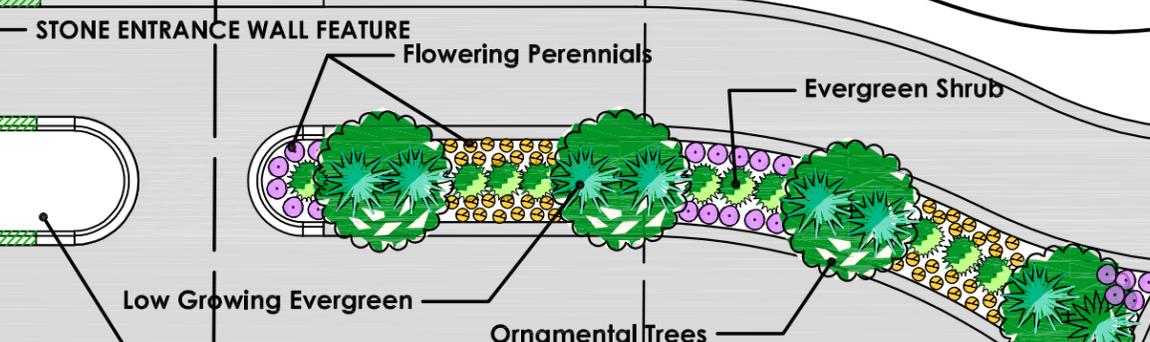
10'

Turf

10' UTILITY EASEMENT

PROPOSED STREET TREES

90' BUFFER



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 Traverse City, MI 49685  
 Phone: 231-946-9310  
 www.maaeps.com  
 info@maaeps.com

**Mansfield**  
 &  
**Land Use Consultants**

REV	DATE	BY	CHK	DESC
01	12/20/15	dm	dm	Original
02	12/24/15	dm	dm	Revised fence and landscaping

Ken Schmidt  
 Vineyard Ridge  
 Mathison Road Entrance Landscape Detail  
 Section 36, Town 28 North, Range 11 West  
 Peninsula Township, Grand Traverse County, Michigan

PRELIMINARY  
 dlm  
 dmc  
 15119  
 SHT 1 OF 1

P:\Land Projects\2015\15119 Ken Schmidt.dwg\Plan\15119 plan08-Alternate.dwg (1x17 Trail-entrance detail (2)) - Mar 10, 2017 3:44pm - Michelle

FENCING IS NOT TO BE REMOVED FOR TRAIL CONSTRUCTION OR FOR TRAIL ACCESS  
C.L. MATHISON ROAD

75'  
TRAIL ENTRY AREA  
75'  
75'

PROPOSED TAN VINYL RAIL FENCE

STONE AND VINYL ENTRANCE FEATURE

AT-GRADE CURB OPENING FOR POSSIBLE FUTURE TOWNSHIP TRAIL

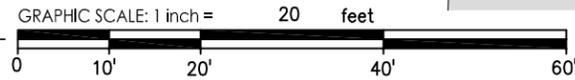
PROPOSED LANDSCAPE AREA

STONE AND VINYL ENTRANCE FEATURE

PROPOSED STREET TREES

PROPOSED TAN VINYL RAIL FENCE

FENCING IS NOT TO BE REMOVED FOR TRAIL CONSTRUCTION OR FOR TRAIL ACCESS



90' BUFFER

PROPOSED STREET TREES

PROPOSED LANDSCAPE AREA

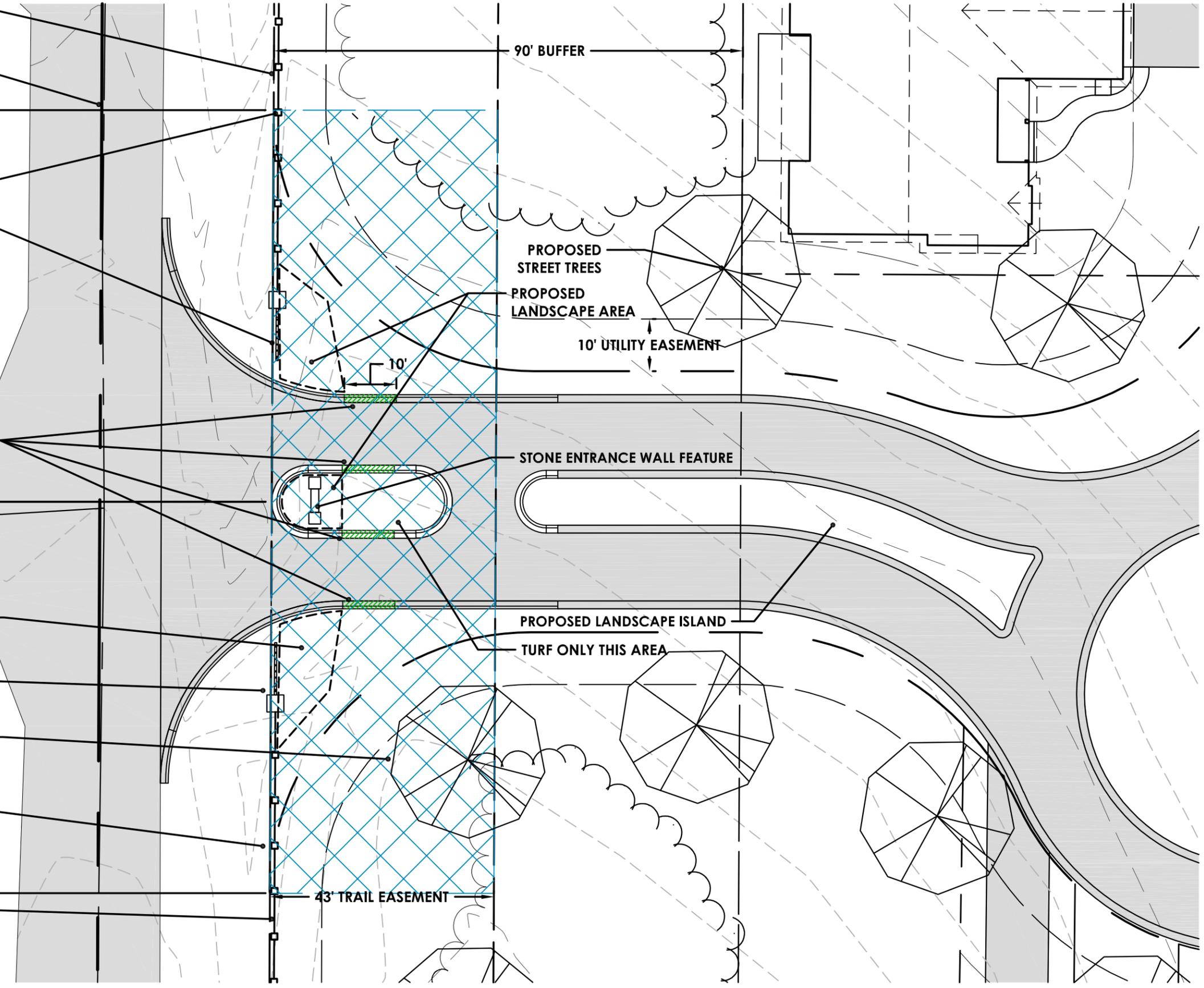
10' UTILITY EASEMENT

STONE ENTRANCE WALL FEATURE

PROPOSED LANDSCAPE ISLAND

TURF ONLY THIS AREA

43' TRAIL EASEMENT



830 Cottageview Dr., Ste. 201  
P.O. Box 4015  
Traverse City, MI 49685  
Phone: 231-946-9310  
www.mmaeps.com  
info@mmaeps.com

**Mansfield**  
Land Use Consultants

REV	DATE	BY	CHK	APP	DESC
01	1/25/2016	cmc	mm	cmc	Original

Ken Schmidt  
Vineyard Ridge  
Trail Crossing Detail at Mathison Road Entrance  
Section 36, Town 28 North, Range 11 West  
Peninsula Township, Grand Traverse County, Michigan

PRELIMINARY  
DATE: dlm  
BY: cmc  
DATE: 5-19-16  
JOB NO: 15119  
SHT 1 OF 1





**Otwell Mawby, P.C.**  
**Consulting Engineers**

**ENVIRONMENTAL SUMMARY**

Vineyard Ridge  
Center Rd., Peninsula Township  
Grand Traverse County, MI

Vineyard Ridge is a residential development located on a parcel of property comprising of approximately 27 acres. The parcel is in Peninsula Township, Grand Traverse County, MI between Center Road and Mathieson Roads. An environmental assessment was completed on the property to identify the historical use of the property. The assessment was completed as part of due diligence process on behalf of the prior owners. The environmental due diligence process includes a Phase I Environmental Assessment dated December 23, 2009, a Phase II Environmental Assessment dated Dec 23, 2009, and a Baseline Environmental Assessment and Section 7A Compliance Analysis dated February 2010 all prepared by Otwell Mawby, P.C. These reports are available for review at your request. The purpose of this document is to summarize some of the findings of the above referenced reports.

Based upon a review of available information, portions of the property have historically been utilized for orchard operations, with the remaining portions of the property historically consisting of undeveloped naturally vegetated fields. Review of the historical aerial photographs for this property indicate that the subject property was utilized for orchard use from approximately 1938 through 1964. The orchard operations included cherries and apples. This use is common to many properties located in Peninsula Township and Northern Michigan. Current and historical farming practices includes the use of agrochemicals and fertilizers. Common agrochemicals used in the orchards on 1930s and into the 1970s included several that are persistent (slow to break down) and immobile in the soil column. These characteristics provide the possibility for residual agrochemicals to remain in near the surface soils.

*Residual Agrochemicals*

As a result of the potential for residual agrochemicals to remain on the property, soil sampling was completed. The results of the soil sampling identified several constituents that would be associated with historical agrochemical use.

The Michigan Department of Environmental Quality has published generic residential cleanup criteria (GRCC) for various potential exposure scenarios. As these criteria are generic they are developed utilizing conservative assumptions. Comparison of the sample results to the generic residential criteria indicated that all of the detected residual agrochemicals were below the criteria with the exception of arsenic. Arsenic is a common residual agrochemical and likely the result of historical use of lead arsenate, a common pesticide historically utilized in orchard areas across northern Michigan. To better understand the results, the following summary is provided discussing how the MDEQ calculates the generic criteria and describes some of the conservative exposure assumptions utilized in its development.

For the MDEQ generic criteria to be applicable the exposure to the soil must be repetitive and occur over a long period of time. A one-time exposure would not substantially increase the exposure risk associated with arsenic. It would take repeated dermal and ingestion exposures over an extended period of time in order for the generic criteria to be applicable.

The generic direct contact criteria was developed based upon very conservative exposure assumptions requiring dermal contact and ingestion over a 30 year period. The ingestion exposure frequency is 350 days per year, which assumes that soils are tracked into the home allowing for ingestion 350 days/year. The dermal exposure frequency utilized by the MDEQ is 245 days per year. This takes into account the period when snow covers the soils and the days when the soils are frozen. It requires direct skin to soil contact.

The MDEQ analysis does not assume that there is any cover over the soils, that the soil is exposed for direct dermal contact or potential tracking into the home. A yard area with vegetative covering, a house that covers a portions of the property, driveways and parking areas all would successfully mitigate any potential direct contact exposure in areas where these features exist. Additional technical support documentation for the development of the MDEQ's generic criteria can be obtained from the MDEQ as RRD Operational Memorandum #1, Attachment #6.

#### *Proposed Development and Mitigation*

The proposed Vineyard development includes extensive rework of the site to allow for residential development including grading, construction of roadways, parking and drive areas, homes and landscape vegetation around the perimeters of the homes. Each of these features would provide substantial mitigation for potential direct contact exposure to the impacted soil. In general if the

soil cannot be dermally contacted, ingested or inhaled, then the direct contact exposure pathway is not complete. Thus if the soil is effectively covered up there is limited potential for dermal contact, tracking into the home, ingestion, etc.

*Additional Measures*

There are additional measures that can be considered to provide a higher comfort level for reduction of potential exposures. These include additional sampling and testing around a specific home site. Statistical analysis to further evaluate additional data. Modification of the exposure scenarios to something that a perspective owner may feel is more reasonable than the conservative assumptions utilized by the State, (development of the site-specific or unit-specific criteria), provide additional soil covering in areas of high use, or mixing of the soil with un-impacted soil to reduce the Arsenic levels. Each of these measures would provide additional reduction in the direct contact potential above and beyond what the proposed development will provide.

PREPARED BY:

**OTWELL MAWBY, P.C.**

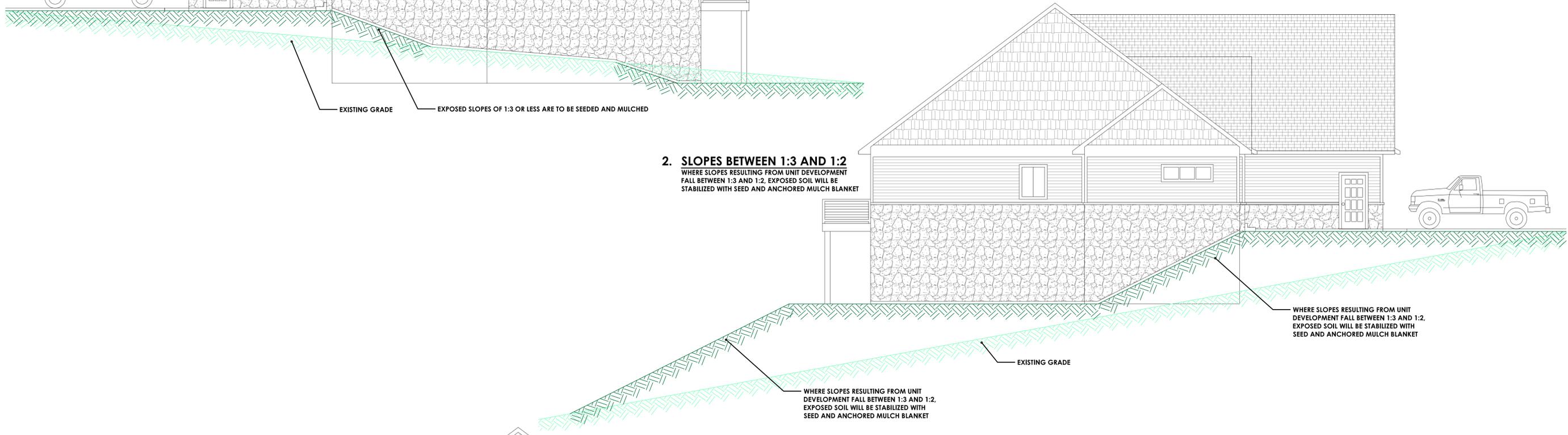
A handwritten signature in cursive script that reads "Roger Mawby". The signature is written in black ink on a light blue background.

Roger L. Mawby, P.E.



**1. SLOPES OF 1:3 OR LESS**  
 WHERE SLOPES RESULTING FROM UNIT DEVELOPMENT AREA 1:3 OR LESS, EXPOSED SOIL WILL BE STABILIZED WITH SEED AND MULCH

EXISTING GRADE  
 EXPOSED SLOPES OF 1:3 OR LESS ARE TO BE SEEDED AND MULCHED

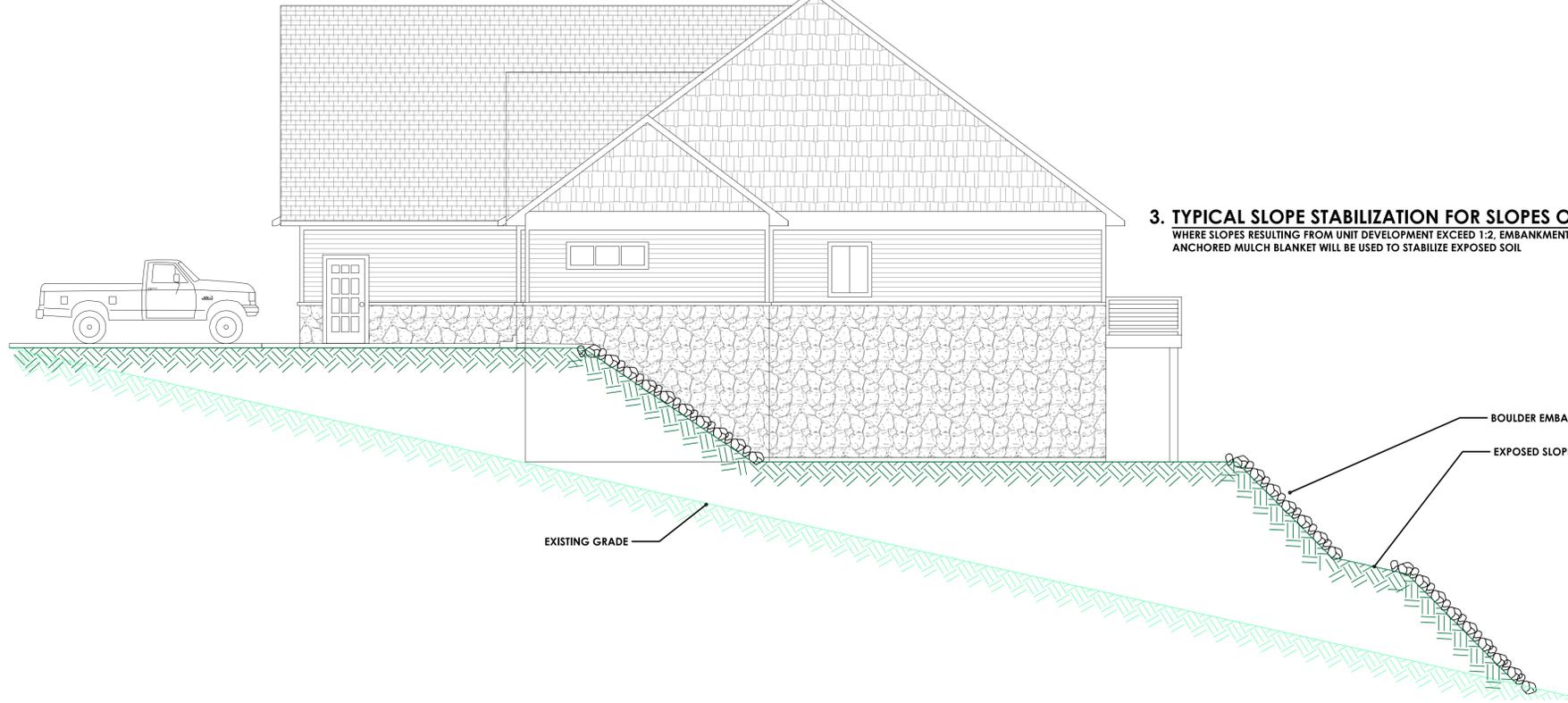


**2. SLOPES BETWEEN 1:3 AND 1:2**  
 WHERE SLOPES RESULTING FROM UNIT DEVELOPMENT FALL BETWEEN 1:3 AND 1:2, EXPOSED SOIL WILL BE STABILIZED WITH SEED AND ANCHORED MULCH BLANKET

WHERE SLOPES RESULTING FROM UNIT DEVELOPMENT FALL BETWEEN 1:3 AND 1:2, EXPOSED SOIL WILL BE STABILIZED WITH SEED AND ANCHORED MULCH BLANKET

WHERE SLOPES RESULTING FROM UNIT DEVELOPMENT FALL BETWEEN 1:3 AND 1:2, EXPOSED SOIL WILL BE STABILIZED WITH SEED AND ANCHORED MULCH BLANKET

EXISTING GRADE



**3. TYPICAL SLOPE STABILIZATION FOR SLOPES OF 1:2 OR GREATER**  
 WHERE SLOPES RESULTING FROM UNIT DEVELOPMENT EXCEED 1:2, EMBANKMENT BOULDERS, SEEDING AND ANCHORED MULCH BLANKET WILL BE USED TO STABILIZE EXPOSED SOIL

BOULDER EMBANKMENTS TO BE USED TO TERRACE SLOPES  
 EXPOSED SLOPES STEEPER THAN 1:3 TO BE STABILIZED WITH SEED AND ANCHORED MULCH BLANKET

EXISTING GRADE



- NOTES:**
1. THE GRADING OF EACH INDIVIDUAL UNIT WITHIN THE DEVELOPMENT WILL BE PLANNED, PERMITTED AND COMPLETED BASED ON THE DESIGN AND DESIRES OF THE INDIVIDUAL UNIT BUYER.
  2. EACH INDIVIDUAL UNIT IN THE PROPOSED DEVELOPMENT WILL REQUIRE A SOIL EROSION AND SEDIMENTATION CONTROL PERMIT DETERMINATION AND POSSIBLY A SOIL EROSION AND SEDIMENTATION CONTROL PERMIT PRIOR TO ANY SITE DISTURBANCE TAKING PLACE.
  3. ALL SOIL EROSION CONTROL MEASURES USED DURING THE DEVELOPMENT OF INDIVIDUAL UNITS SHALL COMPLY WITH THE STANDARDS OF THE GRAND TRAVERSE COUNTY S.E.S.C. DEPARTMENT

830 Cottageview Dr., Ste. 201  
 P.O. Box 4015  
 Traverse City, MI 49685  
 Phone: 231-946-9310  
 www.maapeps.com  
 info@maapeps.com

**Mansfield**  
 &  
**Land Use Consultants**

REV#	DATE	DIS.	BY	CHK.	APP.	DESCRIPTION
0	8.21.16					Original design

Ken Schmidt  
 Vineyard Ridge  
 TYPICAL SLOPE STABILIZATION FOR INDIVIDUAL UNITS  
 Section 36, Town 28 North, Range 11 West  
 Peninsula Township, Grand Traverse County, Michigan

P:\Landing Projects\15119 Ken Schmidt\15119 Ken Schmidt.dwg (Plot) - Aug 03, 2016 4:02:00pm - D:\...

Vineyard Ridge - Application for PUD Special Use Permit

**Traffic Analysis**

---

August 3, 2016

The following traffic analysis is provided in response to a request made by the Peninsula Township Planning Commission at the July 18, 2016 Planning Commission meeting. The data used in the creation of this analysis is from the Institute of Transportation Engineers' (ITE) *Trip Generation Manual, 9<sup>th</sup> Edition*.

Of the defined uses in the ITE Trip Generation Manual, the proposed dwelling units in the Vineyard Ridge PUD most closely resemble the "Single-Family Detached Housing" use. Based on 355 studies of weekday traffic for single-family detached housing developments with a directional distribution of 50% entering and 50% exiting, the ITE identifies an average trip generation rate per dwelling unit of 9.52 vehicle trip ends per day with a standard deviation of 3.70 (see the attached ITE data sheet). Due to the fact that Vineyard Ridge is to be designed and marketed primarily for seniors and that the proposed condominium association will utilize single providers for services like trash collection and snow plowing, the full standard deviation value has been subtracted from the average trip end rate for use in the calculations found below, resulting in an estimated 5.82 vehicle trip ends per day, per unit for the development.

Existing ADT counts on Center Road (M-37) in the area of the proposed development are around 6,700, according to the Michigan Department of Transportation (MDOT). Please see the attached MDOT ADT map for additional information.

**Vineyard Ridge ADT Calculations**

Number of proposed single-family detached housing units:	47
Average vehicle trip ends per unit, per day:	5.82
Total average vehicle trip ends per day for the proposed development:	<b>273.54</b>

As seen above, and based on data for similar developments from the ITE Trip Generation Manual, 9<sup>th</sup> Edition, the proposed Vineyard Ridge development will likely result in an additional 273.54 vehicle trip ends per day on the public roads in Peninsula Township.

# Single-Family Detached Housing (210)

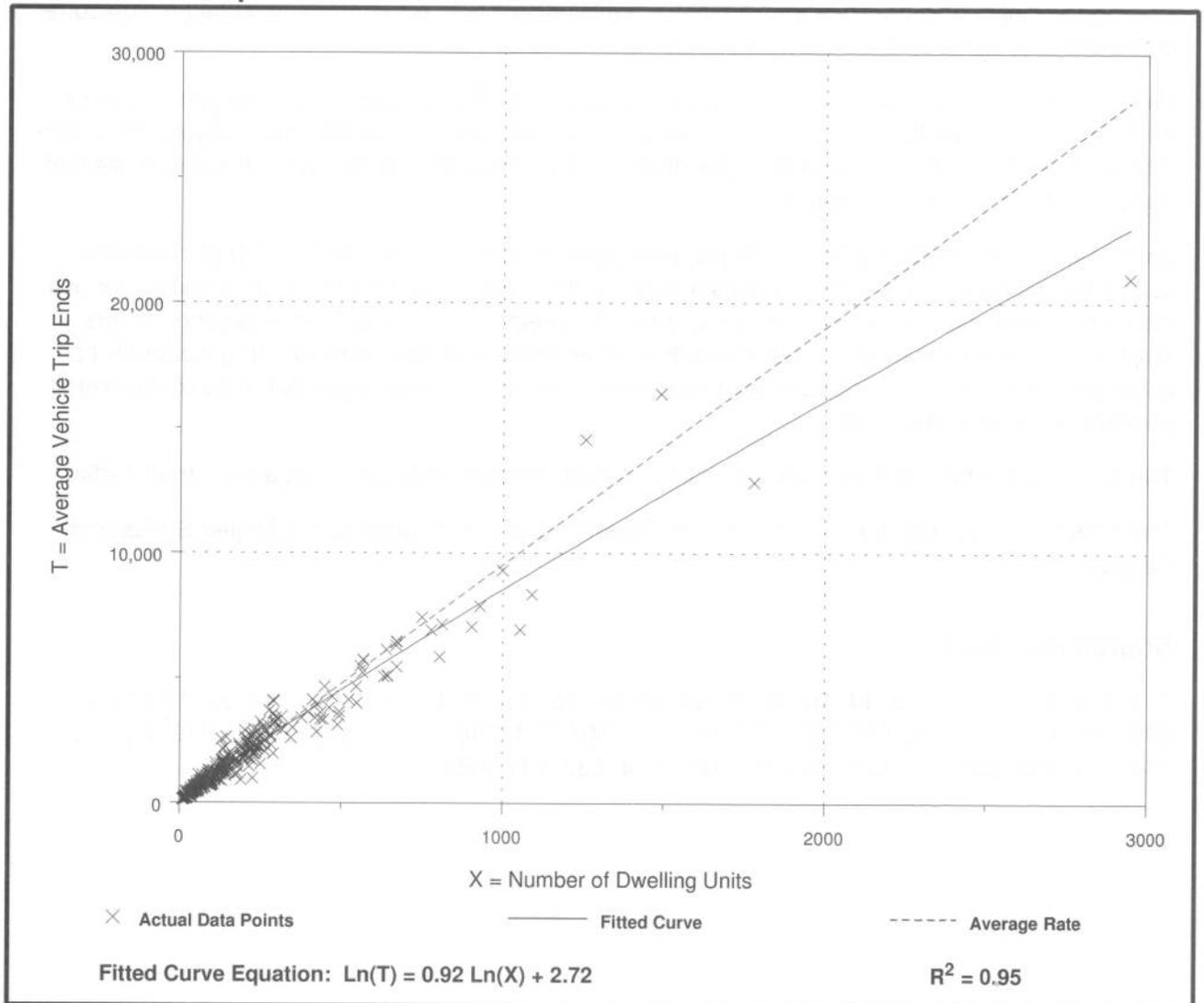
Average Vehicle Trip Ends vs: Dwelling Units  
On a: Weekday

Number of Studies: 355  
Avg. Number of Dwelling Units: 198  
Directional Distribution: 50% entering, 50% exiting

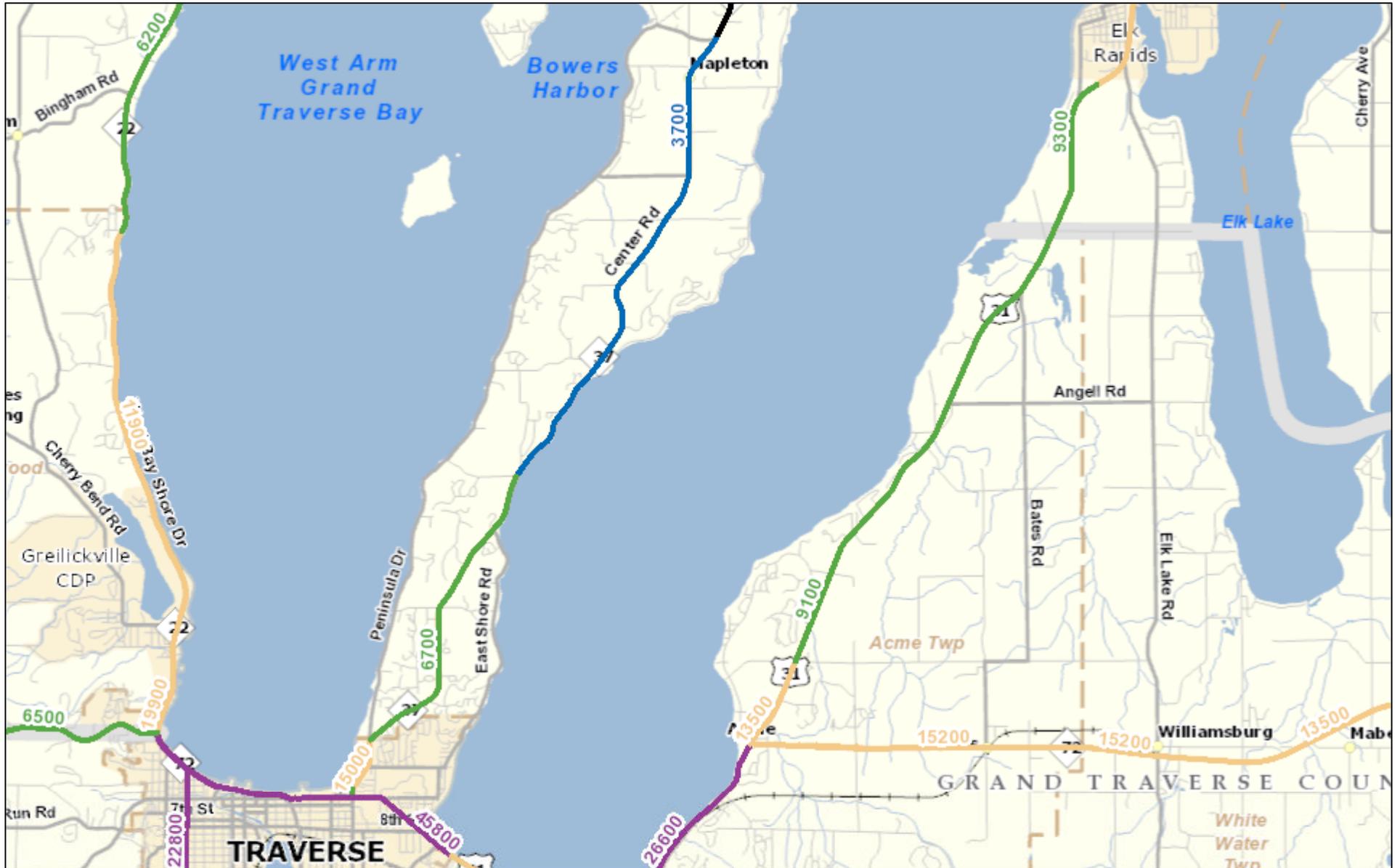
## Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
9.52	4.31 - 21.85	3.70

## Data Plot and Equation

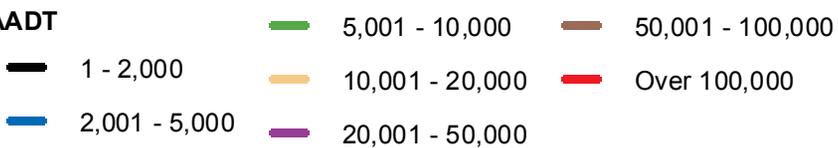


# MDOT Traffic Volumes

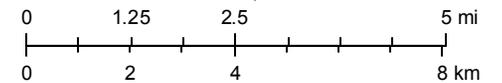


August 4, 2016

**AADT**



1:144,448



DRAFT March 10, 2017

## GRANT OF EASEMENT

This Grant of Easement is made on , 2017, by Vineyard Ridge, LLC, a Michigan limited liability company, which address is 522 East Front Street, Traverse City, Michigan 49686, its successors and assigns, ("Grantor") to the Township of Peninsula, a Michigan municipal corporation, which address is 13235 Center Road, Traverse City Michigan 49686 ("Grantee").

WHEREAS, Grantor is the owner of certain real property located within the Township of Peninsula, County of Grand Traverse, and State of Michigan, as more particularly described on Exhibit A attached hereto and incorporated herein (hereinafter the "Burdened Premises").

WHEREAS, the Burdened Premises is subject to that certain Master Deed dated , 2017 and recorded on \_\_\_\_\_, 2017 at Instrument Number \_\_\_\_\_, Grand Traverse County Records (hereinafter the "Master Deed") with respect to Vineyard Ridge Condominium (hereinafter the "Condominium"), and the respective rights and interests of the Owners and the Association of Owners, as those terms are defined in the Master Deed.

WHEREAS, Grantor desires to provide Grantee with an easement for the installation, maintenance and public use of a recreational trail, and for purposes reasonably related thereto, over and across the Burdened Premises, subject to the terms and conditions hereof.

NOW, THEREFORE, in consideration of One (\$1.00) Dollar and no other consideration, the receipt and adequacy of which is hereby acknowledged, Grantor hereby grants an easement to the Grantee as follows:

1. Description of Easement. Grantor hereby grants to the Grantee for the benefit of the Grantee, a perpetual, non-exclusive easement for the installation, maintenance and public use of a recreational trail no more than twelve (12') feet in width, and for purposes reasonably related thereto, (the "Trail") over, through, on and across that certain property legally described on Exhibit B attached hereto and as drawn and depicted on Exhibit C attached hereto (the "Easement").
2. Construction of the Trail. Grantee's obligations hereunder shall not commence until such time as Grantee first begins construction of the Trail on the Easement. The Trail shall be constructed and designed using best practices and materials consistent with similarly situated trails in the general locale. The boundaries of the Trail may be marked with customary no trespassing, identification or directional signs and/or fencing using rustic materials. No sign located in the Trail Entry Area, as depicted on Exhibit C shall be more than three (3)

square feet in size.

Within the Trail Entry Area, as depicted on Exhibit C: (i) the Trail shall not interfere with nor obstruct any signs, landscaping or improvements of the Condominium; and (ii) the Grantor, the Owners and the Association of Owners shall be permitted to use the Easement for any purposes consistent with the Master Deed, as otherwise permitted by law and not otherwise inconsistent with Grantee's use of the Easement. Provided, however, if it is necessary for any signs, landscaping or improvements of the Condominium within the Trail Entry Area to be removed to accommodate installation of the Trail, Grantee shall first obtain Grantor's or the Association of Owners' prior written approval and Grantee shall be responsible for all costs and expenses related to such removal, restoration and replacement (in the substantially same place and in the substantially same condition as before removal) of any such signs, landscaping or improvements of the Condominium.

3. Use and Benefit. This Grant of Easement shall be for the non-exclusive use and benefit of the Grantee and the public.

4. Maintenance. Grantee accepts all conditions of the Easement and agrees: (i) to take all reasonable precautions to prevent any damage to any improvements located within the Trail Entry Area arising from the use of the Easement; (ii) to repair, replace, or fully compensate Grantor for any damages to the Burdened Premises arising from the use of, or access to, the Easement by Grantee, its employees, agents, and contractors; and (iii) following construction, maintenance or other operations on the Easement by Grantee, Grantee must make reasonable efforts to promptly restore the Easement to its previous condition, including the landscaping and improvements within the Trail Entry Area.

5. Indemnification. Grantee accepts all conditions of the Easement and agrees to indemnify, defend and hold the Grantor, the Owners and Association of Owners harmless from any and all claims, debts, causes of actions, damages (including reasonable attorneys' fees) or judgments for any damage to any property or injury to any person occurring within the Easement relating to the use, installation or maintenance of the Easement.

Grantor, its successors and assigns, including the Owners and Association of Owners, accepts all conditions of the Easement and agrees to indemnify, defend and hold the Grantee harmless from any and all claims, debts, causes of actions, damages (including reasonable attorneys' fees) or judgments for any damage to any property or injury to any person occurring within the Easement relating to the existing encroachments as depicted on the site drawings submitted by Grantor and the removal, elimination or mitigation of said encroachments.

6. Entire Understanding. This agreement constitutes the entire understanding between the parties relating to its subject matter.

7. Binding Effect. This Grant of Easement and the parties' respective obligations set forth herein will be binding upon and will inure to the benefit of the parties and their respective successors and assigns.

DRAFT March 1, 2017

8. Amendment. This Grant of Easement shall not be modified or amended except in a writing in recordable form executed by the Grantor and the Grantee.

9. Governing Law. This Grant of Easement shall be governed by and construed in accordance with the laws of the State of Michigan.

This instrument is exempt from County Transfer Tax by virtue of MCL 207.505(a) and State Transfer Tax by virtue of MCL 207.526(a).

IN WITNESS WHEREOF, Grantor has conveyed this Easement as of the date first above written.

GRANTOR:

Vineyard Ridge, LLC

By: \_\_\_\_\_  
Ken Schmidt

Its: Authorized Member

STATE OF MICHIGAN )  
 )  
COUNTY OF GRAND TRAVERSE )

On this \_\_\_\_ day of \_\_\_\_\_, 2017, before me, a Notary Public in and for said County, appeared Ken Schmidt, to me personally known, who being by me duly sworn, did say that he is the Authorized Member of Vineyard Ridge, LLC, a Michigan limited liability company, which executed the within instrument; that said instrument was signed and sealed on behalf of said company by proper authority, and said individual further acknowledged said instrument to be the free act and deed of said company.

\_\_\_\_\_  
\_\_\_\_\_  
Notary Public: \_\_\_\_\_  
Grand Traverse County, Michigan  
My commission expires: \_\_\_\_\_  
Acting in \_\_\_\_\_ County

Drafted by and when recorded return to:  
Gregory J. Donahue, Esq.  
Kuhn Rogers PLC  
412 S. Union Street  
Traverse City, MI 49684

DRAFT March 1, 2017

(231) 947-7900

## EXHIBIT A

### BURDENED PREMISES

That part of the northeast quarter of the northeast quarter of Section 36, Town 28 North, Range 11 West, Peninsula Township, Grand Traverse County, Michigan being more fully described as: Commencing at the northeast corner of said Section 36; thence  $S00^{\circ} 01' 46''W$  along the east line of said Section 36, 663.28 feet to the Point of Beginning; thence  $S00^{\circ} 01' 46''W$ , 159.92 feet; thence  $N89^{\circ} 23' 56''W$ , 60.00 feet to the west right of way of Highway M-37; thence  $S00^{\circ} 01' 46''W$  along said right of way, 512.75 feet; thence  $N89^{\circ} 23' 56''W$  along the north line of Wakulat Pana-View Estates , 1262.09 feet; thence  $N00^{\circ} 16' 54''E$  along the centerline of Mathison Road, 1102.61 feet; thence  $S89^{\circ} 51' 37''E$  along the south line of Peninsula Hills Subdivision Addition No. 1, 854.96 feet; thence  $S07^{\circ} 46' 23''W$ , 445.51 feet (previously recorded as 451.6 feet); thence  $S89^{\circ} 58' 04''E$ , 522.25 feet to the point of beginning.

## EXHIBIT B

### EASEMENT LEGAL DESCRIPTION

An easement in part of the northeast quarter of Section 36, Town 28 North, Range 11 West, Peninsula Township, Grand Traverse County, Michigan being described as follows:

Commencing at the northeast corner of said Section 36; thence S00° 01' 46"W along the east line of said Section 36, 663.28 feet; thence N89° 58' 04"W, 60.00 feet to the POINT OF BEGINNING; thence S00° 01' 46"W along a portion of the west right of way of highway M-37, 672.07 feet; thence N89° 23' 56"W along the north line of Wakulat Pana-View Estates, 1229.09 feet; thence N00° 16' 54"E along the east right of way of Mathison Road, 1102.87 feet; thence S89° 51' 37"E, 43.00 feet; thence S00° 16' 54"W, 1060.22 feet; thence S89° 23' 56"E, 316.03 feet; thence N46° 13' 59"E, 67.21 feet; thence S89° 23' 56"E, 56.14 feet; thence S59° 40' 20"E, 94.78 feet; thence S89° 23' 56"E, 308.48 feet; thence N40° 41' 18"E, 29.21 feet; thence N83° 53' 42"E, 314.64 feet; thence N00° 01' 46"E, 569.55 feet; thence S89° 58' 04"E, 43.00 feet to the POINT OF BEGINNING.

AND ALSO:

A 15 foot wide temporary grading easement in part of the northeast quarter of Section 36, Town 28 North, Range 11 West, Peninsula Township, Grand Traverse County, Michigan the southerly line being described as follows:

Commencing at the northeast corner of said Section 36; thence S00° 01' 46"W along the east line of said Section 36, 663.28 feet; thence N89° 58' 04"W, 103.00 feet; thence S00° 01' 46"W, 569.55 feet to the POINT OF BEGINNING; thence S83° 53' 42"W, 314.64 feet; thence S40° 41' 18"W, 29.21 feet; thence N89° 23' 56"W, 308.48 feet; thence N59° 40' 20"W, 94.78 feet; thence N89° 23' 56"W, 56.14 feet; thence S46° 13' 59"W, 67.21 feet; thence N89° 23' 56"W, 316.03 feet to the POINT OF ENDING.

## EXHIBIT C

### TRAIL ENTRY AREAS AND EASEMENT DRAWING

#### **Trail Entry Area "A":**

In part of the northeast quarter of Section 36, Town 28 North, Range 11 West, Peninsula Township, Grand Traverse County, Michigan being described as follows:

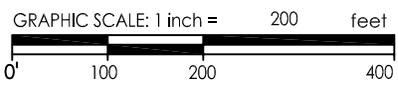
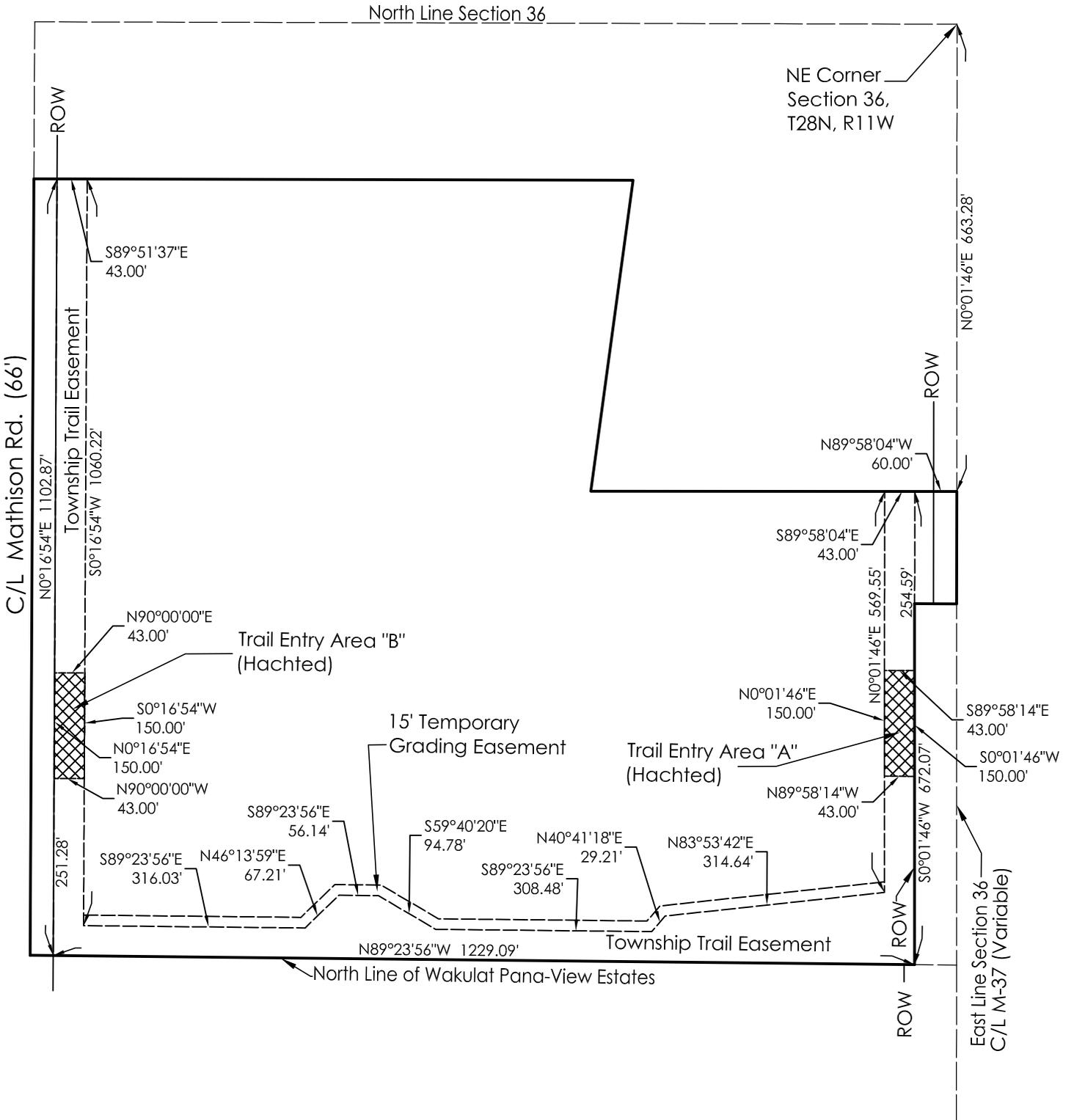
Commencing at the northeast corner of said Section 36; thence  $S00^{\circ} 01' 46''W$  along the east line of said Section 36, 663.28 feet; thence  $N89^{\circ} 58' 04''W$ , 60.00 feet; thence  $S00^{\circ} 01' 46''W$  along a portion of the west right of way of highway M-37, 254.59 feet to the POINT OF BEGINNING; thence  $S00^{\circ} 01' 46''W$  along the west right of way of highway M-37, 150.00 feet; thence  $N89^{\circ} 58' 14''W$ , 43.00 feet; thence  $N00^{\circ} 01' 46''E$ , 150.00 feet; thence  $S89^{\circ} 58' 14''E$ , 43.00 feet to the POINT OF BEGINNING.

#### **Trail Entry Area "B":**

In part of the northeast quarter of Section 36, Town 28 North, Range 11 West, Peninsula Township, Grand Traverse County, Michigan being described as follows:

Commencing at the northeast corner of said Section 36; thence  $S00^{\circ} 01' 46''W$  along the east line of said Section 36, 663.28 feet; thence  $N89^{\circ} 58' 04''W$ , 60.00 feet; thence  $S00^{\circ} 01' 46''W$  along a portion of the west right of way of highway M-37, 672.07 feet; thence  $N89^{\circ} 23' 56''W$  along the north line of Wakulat Pana-View Estates, 1229.09 feet; thence  $N00^{\circ} 16' 54''E$  along the east right of way of Mathison Road, 251.28 feet to the POINT OF BEGINNING; thence  $N00^{\circ} 16' 54''E$ , 150.00 feet; thence  $N90^{\circ} 00' 00''E$ , 43.00 feet; thence  $S00^{\circ} 16' 54''W$ , 150.00 feet; thence  $N90^{\circ} 00' 00''W$ , 43.00 feet to the POINT OF BEGINNING.

# Survey Sketch



<b>Mansfield</b> Land Use Consultants Planners - Civil Engineers - Surveyors	PO Box 4015 830 Cottageview Dr., Suite 201 Traverse City, MI 49685 Ph: (231) 946-9310 Fax: (231) 946-8926 www.maaeps.com	Vineyard Ridge	DRN: MKG CKD: MKG
	Township Trail Easement Exhibit Part of Section 36, T28N, R11W Peninsula Township, Grand Traverse County, Michigan		3/9/17
			15119
			SHT 1 OF 2



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## Vineyard Maintenance Statement

It is proposed that the vineyards proposed as part of the Vineyard Ridge PUD be planted, managed, and maintained by a hired party with the necessary experience related to vineyard maintenance. This hired party could be a farmer, other local vineyard, or vineyard maintenance contractor. All materials and equipment needed for the proper maintenance of the proposed vineyards will be supplied by the hired party and stored off site.



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## Regulatory Agency Review

Copies of the relevant Vineyard Ridge development plans and information have been submitted by the project team to the following regulatory agencies for their review and comments and/or approval:

- Grand Traverse County Road Commission
- Grand Traverse County Soil Erosion & Sedimentation Control
- Grand Traverse County Sheriff's Department
- Grand Traverse County Department of Public Works
- Michigan Department of Transportation

Copies of correspondence received from the regulatory agencies are included on the following pages. The Peninsula Township Planning Director submitted relevant Vineyard Ridge plans to the Township Engineer, the Township Fire Department, and MSU Extension. Responses from those agencies will be provided by Township staff and included here upon receipt.

Please note that the revised plans for Vineyard Ridge were not resubmitted to the Road Commission or Michigan Department of Transportation as the proposed intersections and impacts on their roadways were not changed by the revisions.





June 2, 2016

*"Our mission is to upgrade and maintain  
a safe and efficient road system"*

Vineyard Ridge  
Additional Review Comments:

We have the following comments regarding the Vineyard Ridge project:

Vineyard Hill Ct. and Vineyard Ridge Dr. are to be private roadways. As the County Road Commission does not jurisdiction over private roads, a review of the roadway design was not conducted.

Access off M-37 is under the jurisdiction of the Michigan Department of Transportation, and their approval will be necessary.

Access off Mathison Road is under the jurisdiction of the County Road Commission, and a permit will be required for work within the County ROW

All work within the County ROW shall comply with GTCRC specifications.

All traffic control shall comply with MMUTCD.

The watermain connection in the Mathison Road/Timbercrest Drive intersection will require pavement removal. Any pavement removal should be to the centerline of the roadway or the complete width of the road as directed by the Road Commission to prevent longitudinal joints in the wheel path.

The pavement section within the public road shall meet GTCRC Standards of 8" aggregate and 3.5" of HMA.

## Dusty Christensen

---

**From:** Garth Greenan <ggreenan@gtcrc.org>  
**Sent:** Wednesday, August 24, 2016 10:31 AM  
**To:** Dusty Christensen  
**Subject:** RE: Vineyard Ridge Planned Unit Development - Peninsula Township

Hello Dusty:

We have no other comments at this time. Upon submittal for permits, we will comment on the engineering of the drives.

Regards,  
Garth

**Garth Greenan, P.E.**

*Traffic Services Supervisor*

Grand Traverse County Road Commission

1881 LaFranier Road

Traverse City, MI 49696

[www.gtcrc.org](http://www.gtcrc.org)

GTCRC Number: 231-922-4848  
GTCRC FAX No.: 231-929-1836

Direct Number: 231-922-4849 ext 205  
Mobile Number: 231-590-3638



---

**From:** Dusty Christensen [mailto:dusty@maaeps.com]  
**Sent:** Wednesday, August 24, 2016 9:18 AM  
**To:** Garth Greenan <ggreenan@gtcrc.org>  
**Subject:** Vineyard Ridge Planned Unit Development - Peninsula Township

Good morning Garth,

Apologies for the continued emails related to Vineyard Ridge. We met with the Peninsula Township Planning Commission on Monday evening regarding the project and they requested that I double-check with the Road Commission to see if you had any comments related to the additional traffic analysis data that we sent to you on August 5<sup>th</sup>. If you have any additional comments related to this project, we would be happy to forward them on to the Township.

Thank you for your time,  
Dusty

Dustin M. Christensen, LLA  
**Mansfield Land Use Consultants**  
830 Cottageview Drive, Suite 201

Traverse City, MI 49685  
office: (231) 946-9310 ext. 1008  
cell: (231) 360-7021



**GRAND TRAVERSE COUNTY**  
**SOIL EROSION – SEDIMENTATION CONTROL DEPARTMENT**  
400 BOARDMAN AVE.  
TRAVERSE CITY, MICHIGAN 49684  
FAX (231) 922-4636 TEL (231) 995-6042

June 3, 2016

Mansfield Land Use Consultants  
Jim Hirschenberger  
830 Cottageview Dr., Suite 201  
Traverse City, MI 49685

RE: Preliminary Review # 24059 for approval of proposed “Vineyard Ridge” residential PUD, Parcel 28-11-336-071-00 & 28-11-036-072-00 Peninsula Township, Grand Traverse County, Michigan

Dear Sirs:

This office has reviewed the submitted plans prepared by Mansfield Land Use Consultants, Job Number 15119, dated 02-03-16. We also field checked the parcels on May 12, 2016 and compared it to the proposed development plans.

This Development has been broken down into 3 Phases, as indicated on the Preliminary Construction Drawings submitted by your Firm. I am in agreement that the phased approach to the Development will make it easier to control the storm water, reducing runoff from a major storm event. A grading and stabilization plan will be required for Each Phase of the construction of the site.

The soils are mostly Leelanau-Kalkaska loamy sands, these sandy soils will provide for good infiltration rates as indicated by the soil map. The center of the site has some steep slopes where the plan indicates that homes will be built, this may require extensive landscaping to control soil erosion.

All individual sites within the project will require a Soil Erosion and Sedimentation Control Permit determination. It is possible that not all sites will require a permit.

The Drainage Basins that are proposed are constructed in Leelanau Sands and have good infiltration rates, Retention Basin #3 is constructed in Richter Loams and have a little slower infiltration rates. The Retention Basin is designed to compensate for less infiltration rate.

A construction schedule, surety and a statement designating the entity that will be responsible for maintenance of permanent SESC measures will also be required prior to issuance of a soil erosion control permit by this office.

Based on the above comments and the Construction Notes in the submitted site plan, this office grants conceptual approval for the development as proposed.

If you have any questions or concerns regarding this decision please feel free to contact me at 231-995-6041

Respectfully,

A handwritten signature in cursive script that reads "Harold C. Robins".

Harold Robins

Grand Traverse County Soil Erosion Inspector

CC: File

Jean Derenzy, Director Soil Erosion Division, Planning & Development

## Dusty Christensen

---

**From:** Harold Robins <hrobins@grandtraverse.org>  
**Sent:** Thursday, January 05, 2017 2:38 PM  
**To:** Dusty Christensen  
**Subject:** Re: Vineyard Ridge

Dusty:

I don't see any thing wrong with he changes that you made to the plans for Vineyard Ridge plans. The development and the individual site will still need SESC Permits.

Harold Robins  
Soil Erosion Inspector

On Thu, Jan 5, 2017 at 1:26 PM, Dusty Christensen <[dusty@maaeps.com](mailto:dusty@maaeps.com)> wrote:

Hi Harold,

I am just checking to see if you had any additional comments related to the revised Vineyard Ridge plans as I am putting our submittal together for Monday.

Thanks,

Dusty

Dusty Christensen, LLA

*Mansfield Land Use Consultants*

*830 Cottageview Drive, Suite 201*

*Traverse City, MI 49685*

*office: (231) 946-9310 ext. 1008*

*cell: (231) 360-7021*

--  
Harold Robins

Soil Erosion Inspector  
Grand Traverse County Soil Erosion  
& Sediment Control Department  
400 Boardman Ave.  
Traverse City Mi. 49684  
Ph. 231-995-6041

## Dusty Christensen

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**From:** Harold Robins <hrobins@grandtraverse.org>  
**Sent:** Thursday, August 04, 2016 11:40 AM  
**To:** dusty@maaeps.com  
**Subject:** Vineyard Ridge

Dusty:

The typical stabilization preliminary plan for the individual sites that you provided to me for comments, I approve what you have shown, it gives different stabilization options.

I want to reaffirm too all parties involved that it was not my intent indicate that the sites were not build able , I only wanted to point out and inform all it may take more than just grade the site and plant grass to stabilize the site. Some of the sites may need permanent SESC Measures installed.

Questions, Please Call

--

Harold Robins  
Soil Erosion Inspector  
Grand Traverse County Soil Erosion  
& Sediment Control Department  
400 Boardman Ave.  
Traverse City Mi. 49684  
Ph. 231-995-6041

## Dusty Christensen

---

**From:** Harold Robins <hrobins@grandtraverse.org>  
**Sent:** Friday, August 05, 2016 9:39 AM  
**To:** dusty@maaeps.com  
**Subject:** Vineyard Ridge

Dusty:

I did not want to Indicate that the sites were not suitable for building Homes.l sites, I just wanted to make all parties aware from my point of view that planting grass alone for lawns after the final grading is done my not be the only permanent SESC measures needed to stabilize the site.

The typical sections that you provided to me for comments are excellent examples of Permanent SESC measures that can be used along with Vegetation Establishment to stabilize the sites.

--

Harold Robins  
Soil Erosion Inspector  
Grand Traverse County Soil Erosion  
& Sediment Control Department  
400 Boardman Ave.  
Traverse City Mi. 49684  
Ph. 231-995-6041



**GRAND TRAVERSE COUNTY SHERIFF'S OFFICE**  
**Thomas J. Bensley, Sheriff • Nathan Alger, Undersheriff**

*Administration*

851 Woodmere Avenue, Traverse City, MI 49686-3349 • (231) 995-5000 • F AX (231) 995-5010

*Corrections*

320 Washington Street, Traverse City, MI 49684-2583 • (231) 922-4530 • F AX (231) 922-4415

Peninsula Township Planning Commission  
13235 Center Road  
Traverse City, MI 49686

**RE: Vinyard Ridge residential development**

On March 29, 2016 the Grand Traverse County Sheriff's Office received from Mansfield Land Use Consultants a copy of a site plan and documentation related to a proposed Peninsula Township development identified as Vinyard Ridge. After reviewing the site plan and related document for traffic, safety and security concerns this Department finds the following:

- We see nothing objectionable in the submitted site plan within the areas of the responsibility of the Sheriff's Department.
- Nothing in the site plan appears pertinent to the responsibilities of the Sheriff's Department.
- There is insufficient information for our agency to comment.
- The following deficiencies or recommendations in the site plan are noted:

Referred to the Peninsula Township Planning Commission on:  
April 21, 2016

Sincerely,

Thomas Bensley, SHERIFF  
by;

Lt. Chris Barsheff



**Dusty Christensen**

---

**From:** John Divozzo <jdivozzo@grandtraverse.org>  
**Sent:** Thursday, June 02, 2016 12:29 PM  
**To:** dusty@maaeps.com  
**Cc:** Jennifer Hodges  
**Subject:** Vineyard Ridge

Dusty,

I was able to perform an intitial review of the plans submitted for Vineyard Ridge after our conversation today; in general, the plans are acceptable and approvable - the Township Engineer (Gourdie-Fraser: Jennifer Hodges) will perform a more extensive review and provide written recommendations.

Once this final review is complete, the design plans can be approved. Once plans are approved or accepted by the Township, then the DEQ permit(s) can be signed by the Supervisor and submitted to the DEQ. Prior to that, the engineer will want to review the basis of design and may have questions related to the pump station and pumps, at a minimum.

I also reviewed our specifications regarding depth of bury:

Water Main and Sewer Force Main is a minimum of 6 feet of cover; Gravity Sewer is a minimum of 5 feet of cover.

If you have any questions or concerns, please do not hesitate to contact our office. It is my understanding that any questions related to a review of the plans should be submitted to the Township Engineer - at this point of the process.

Thank you.

John D.

--

**John Divozzo, Director**  
Grand Traverse County DPW  
2650 LaFranier Road  
Traverse City, MI 49686  
(231) 995-6039  
(231) 929-7226 fax

\*\*\*\*\*  
\*\*\*\*\*

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## Dusty Christensen

---

**From:** Wiest, Jeremy (MDOT) <WiestJ@michigan.gov>  
**Sent:** Monday, April 04, 2016 3:21 PM  
**To:** Dusty Christensen  
**Cc:** Lajko, Mary (MDOT)  
**Subject:** RE: Proposed Vineyard Ridge PUD access on M-37  
**Attachments:** MDOT Comments - 15119 plan07 24x36 Color (16-03-02).pdf

Dusty,

Thanks for giving us the opportunity to review this project during the preliminary stages. We did look at this location in the field and the location of the driveway meets our requirements. Attached are some additional comments.

If you have any questions please let myself or Mary know.

Thanks!

Jeremy

---

*Jeremy R. Wiest, P.E.*

*Michigan Department of Transportation  
Traverse City Transportation Service Center  
2084 US-31 South, Suite B  
Traverse City, MI 49685  
Phone: 231-941-1986*

---

**From:** Dusty Christensen [mailto:dusty@maaeps.com]  
**Sent:** Thursday, March 24, 2016 12:00 PM  
**To:** Wiest, Jeremy (MDOT) <WiestJ@michigan.gov>  
**Cc:** Lajko, Mary (MDOT) <LajkoM@michigan.gov>  
**Subject:** Proposed Vineyard Ridge PUD access on M-37

Hi Jeremy,

Thanks again for speaking with me on the phone, and apologies for the delay in getting the attached preliminary site plan over to you!

We are in the process of planning a residential Planned Unit Development in Peninsula Township that has frontage on M-37 (Center Road). The preliminary site plan shows a proposed private road/drive accessing M-37 directly across from the driveway to the Pelizzari Natural Area parking lot. As I mentioned on the phone, we are hoping that you can review the preliminary plan and provide any comments that you might have. Eventually, we will need a letter of agency review or a permit from MDOT to submit to the Township as a part of the PUD application review process, but for right now we just wanted your initial thoughts. If you need any additional information or would like the proposed private road location staked on site, please let me know.

I'd be happy to meet with you and/or Mary to discuss this project following your initial review. When you know when you would like to meet, let me know and we can set something up.

Thank you,  
Dusty

Dustin M. Christensen, LLA  
**Mansfield Land Use Consultants**  
830 Cottageview Drive, Suite 201  
Traverse City, MI 49685  
office: (231) 946-9310  
cell: (231) 360-7021



Virus-free. [www.avast.com](http://www.avast.com)

P:\Users\Project\15119\Ken\_Schmidt\Map\15119\_Plan01.dwg (Desk Color) - Mod 05/20/18 2:20pm - mitchell



PARCEL ZONED: R-1C, SUBURBAN RESIDENTIAL  
SETBACKS:  
FRONT = 25'  
SIDE = 15'  
REAR = 30'  
PROPOSED:  
47 - SINGLE FAMILY UNITS

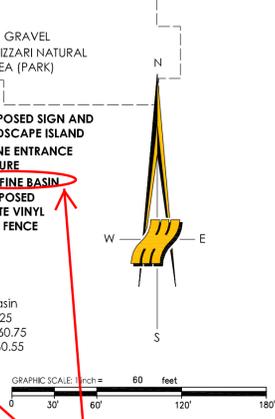
830 Cottageview Dr., Sec. 201  
P.O. Box 40115  
Traverse City, MI 49685  
Phone: 231-946-9310  
www.mansfield.com  
info@mansfield.com

**Mansfield**  
Land Use Consultants

It appears that this basin is draining south under the driveway to the redefine basin and then across the road? Water from the site needs to be contained on site. We will not accept any more water than what is currently generated from the undeveloped site.

Is this our existing basin and structure? See old plans at the end of this PDF.

PROPOSED WHITE VINYL RAIL FENCE  
STONE ENTRANCE FEATURE  
PROPOSED ENTRANCE GATE  
GRAVEL PELIZZARI NATURAL AREA (PARK)  
PROPOSED SIGN AND LANDSCAPE ISLAND  
STONE ENTRANCE FEATURE  
REDEFINE BASIN  
PROPOSED WHITE VINYL RAIL FENCE  
Catch Basin  
Rim=763.25  
N. Inv.=760.75  
E. Inv.=760.55



Ken Schmidt  
Proposed PUD  
SITE PLAN  
Section 36, Town 28 North, Range 11 West  
Peninsula Township, Grand Traverse County, Michigan

PRELIMINARY			
DATE:	CHKD:	CREATED:	
05/20/18	alm	2-3-16	
JOB NO: 15119			



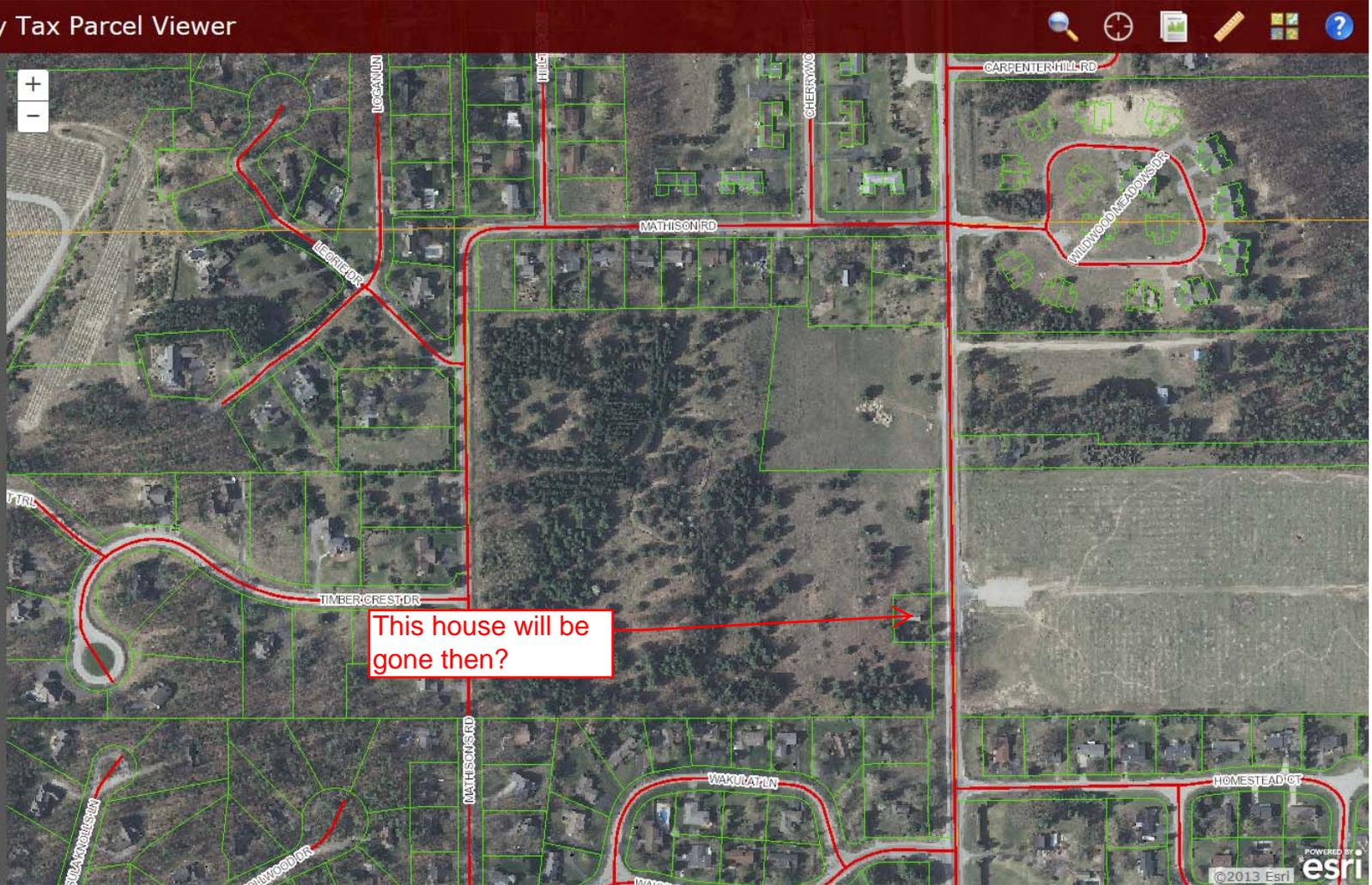
# Grand Traverse County Tax Parcel Viewer

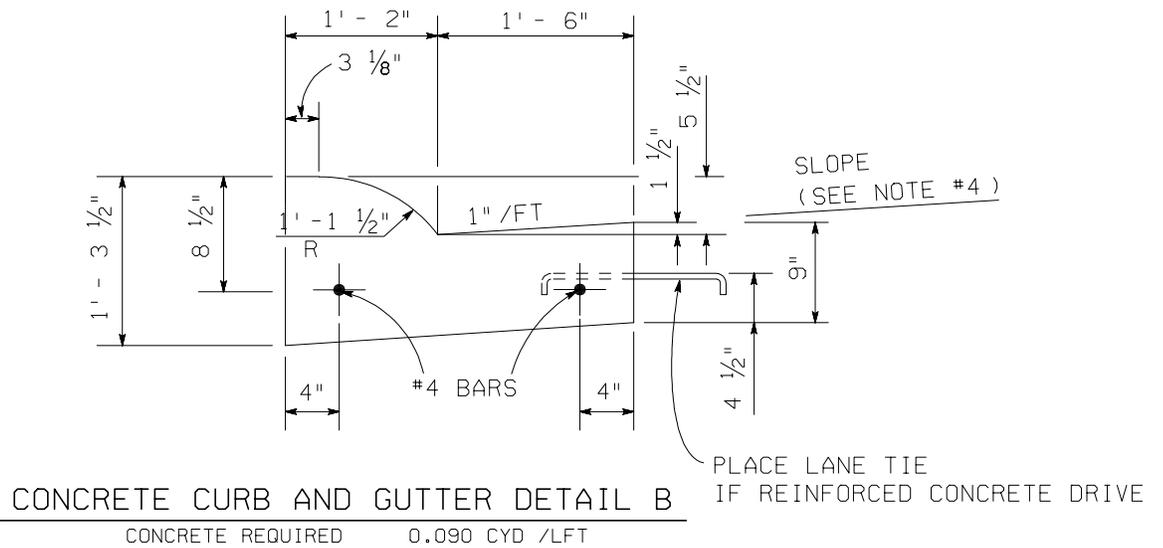
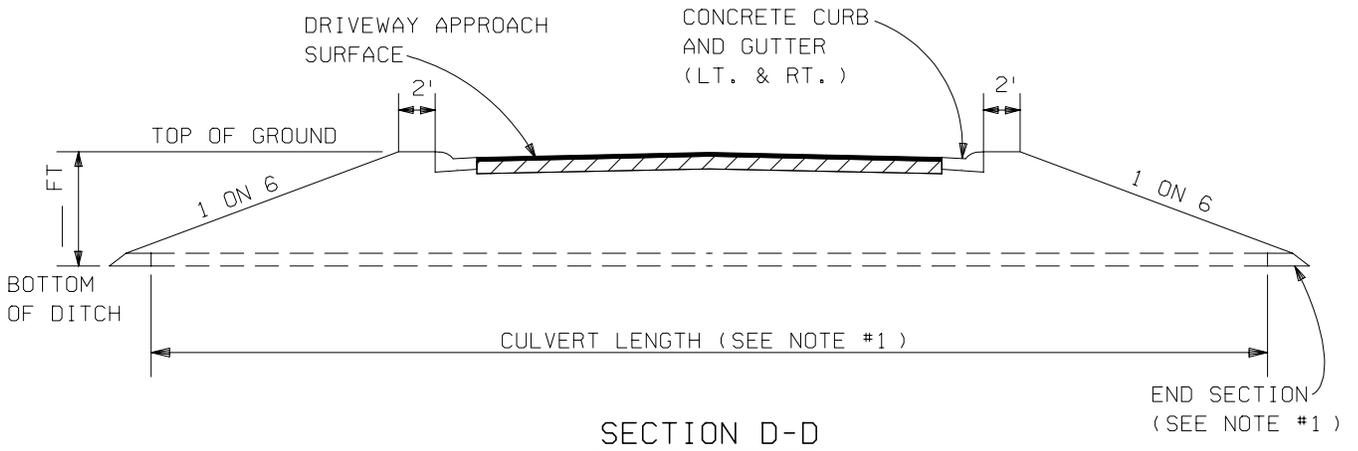
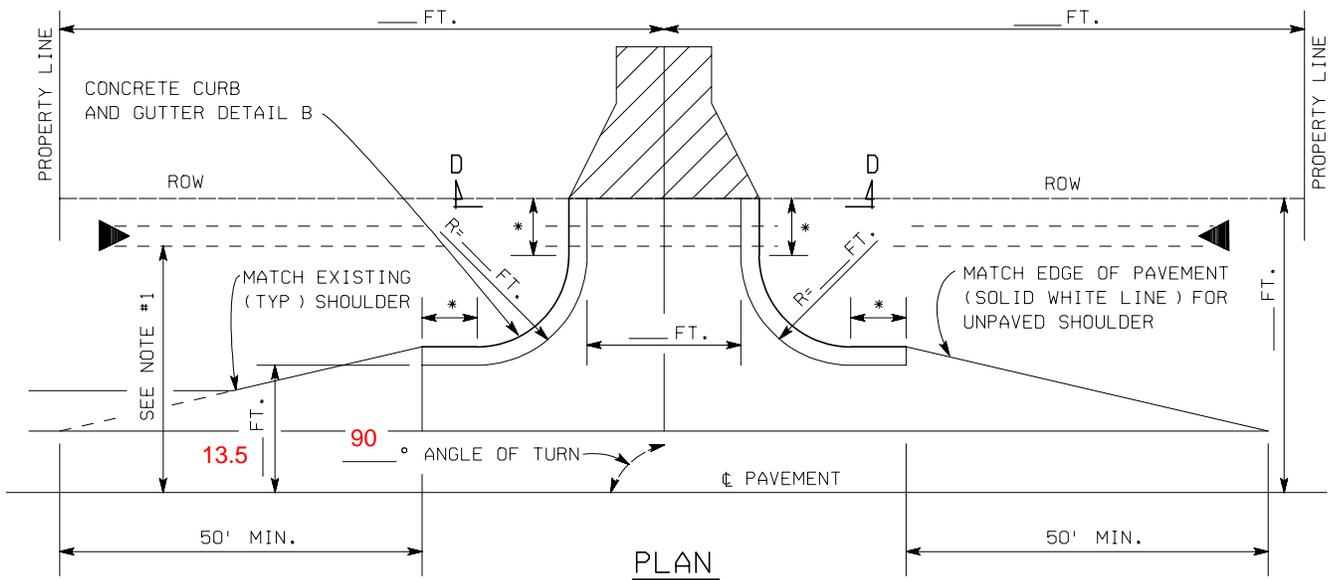
Search 400 BOARDMAN AVE

Find current location or search for Parcel ID, Address or Owner Name.

You can also interact directly with the map and click on parcels to get information.

See the Help document if you are just getting started.





UTILITIES - PERMITS SECTION  
REAL ESTATE SUPPORT AREA



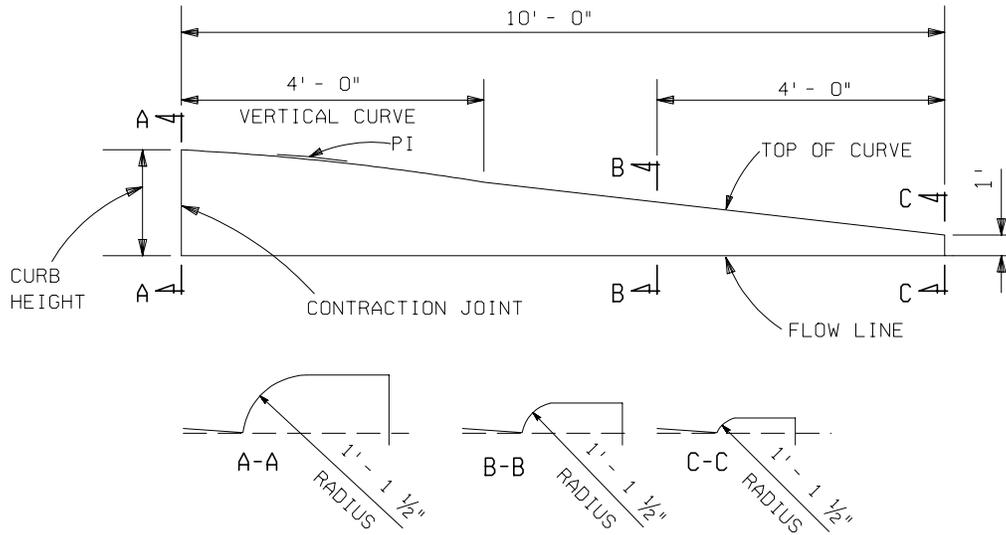
PERMIT NO. \_\_\_\_\_  
TRUNKLINE \_\_\_\_\_  
NAME OF PERMIT \_\_\_\_\_  
APPLICANT \_\_\_\_\_

PERMIT ATTACHMENT FOR  
COMMERCIAL DRIVEWAY  
UNCURBED TRUNKLINE

05-02-03  
PLAN DATE

PA-02

SHEET  
01 OF 02



\* TYPICAL TANGENT END OF CURB DETAIL

NOTES

1. PLACE \_\_\_ LFT OF \_\_\_ INCH CULVERT \_\_\_ FEET FROM CENTERLINE OF PAVEMENT WITH END SECTION AT EACH END.  
GRATES SHOULD BE USED ON END SECTIONS FOR CULVERTS 18" AND LARGER WHICH ARE LESS THAN 30' FROM THE PAVEMENT. HEADWALLS SHALL NOT BE USED FOR DRIVEWAY CULVERTS.
2. THE SURFACE SHALL BE EQUAL TO OR BETTER THAN THE FOLLOWING:
  - a. \_\_\_ INCH BITUMINUS MIXTURE \_\_\_ TOP  
\_\_\_ INCH BITUMINUS MIXTURE \_\_\_ LEVELING  
\_\_\_ INCH BITUMINUS MIXTURE \_\_\_ BASE  
\_\_\_ INCH COMPACTED GRAVEL OR CRUSHED STONE  
\_\_\_ INCH SUBBASE COMPATIBLE WITH THAT USED ON THE HIGHWAY
  - b. \_\_\_ OF REINFORCED CONCRETE ON \_\_\_ INCH OF COMPACTED GRAVEL OR CRUSHED STONE AND \_\_\_ SUBBASE COMPATIBLE WITH THAT USED ON THE HIGHWAY.
  - c. CONCRETE GRADE P1 SHALL USED.
3. ALL WORK WITHIN THE RIGHT OF WAY SHALL BE DONE IN ACCORDANCE WITH CURRENT MICHIGAN DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR CONSTRUCTION AND ACCORDING TO THE ADMINISTRATIVE RULES OF ACT 200, P.A. OF 1969.
4. SLOPE DRIVEWAY APPROACH AWAY FROM PAVEMENT AT 1/2" /FT FOR 12 FEET.
5. DISTURBED AREAS SHALL BE RESTORED WITH TOPSOIL AND SEED OR SOD ONLY. MINIMUM OF 3 INCHES OF TOPSOIL REQUIRED.
6. A DRIVEWAY SHALL BE CONSTRUCTED SO THAT IT DOES NOT ADVERSELY AFFECT THE HIGHWAY DRAINAGE. THE DRAINAGE AND THE STABILITY OF THE HIGHWAY SUBGRADE SHALL NOT BE ALTERED BY DRIVEWAY CONSTRUCTION OR ROADSIDE DEVELOPMENT.
7. CURB IS TO EXTEND TO ROW LINE OR A MINIMUM OF 10' BEYOND THE RADIUS OR AS DIRECTED BY THE ENGINEER.

UTILITIES - PERMITS SECTION  
REAL ESTATE SUPPORT AREA



PERMIT NO. \_\_\_\_\_  
TRUNKLINE \_\_\_\_\_  
NAME OF PERMIT \_\_\_\_\_  
APPLICANT \_\_\_\_\_

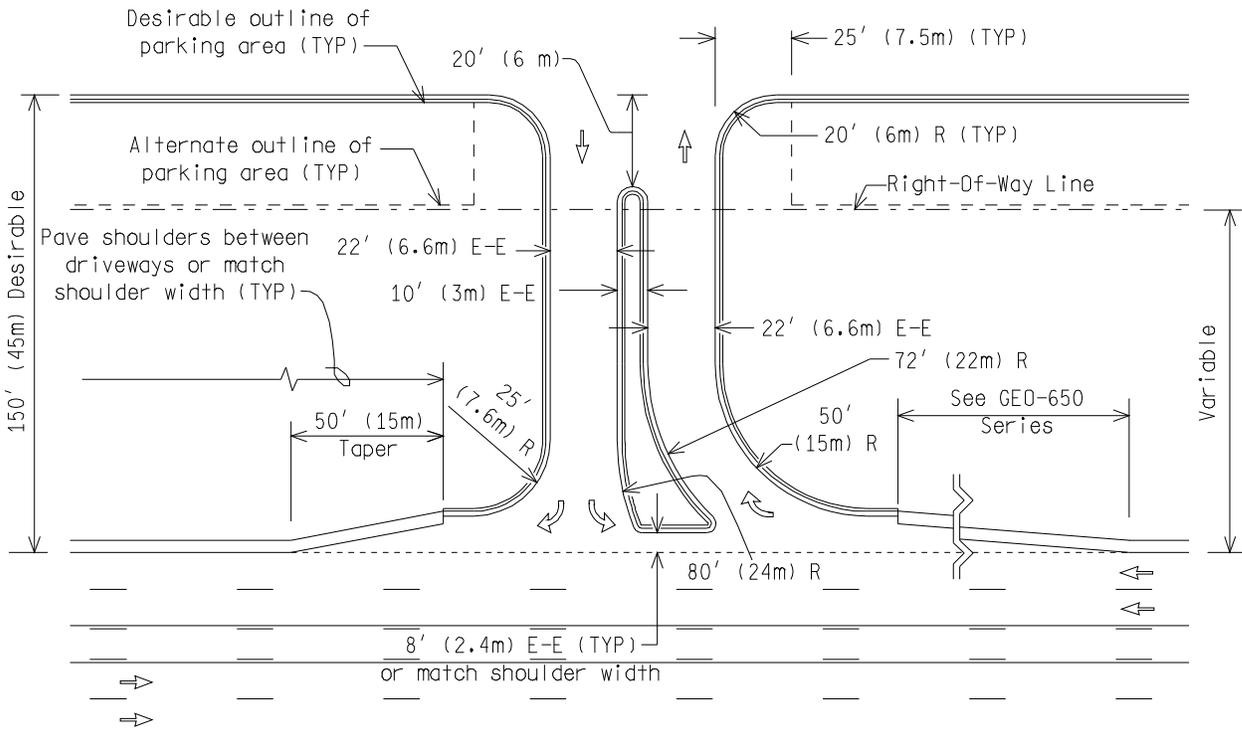
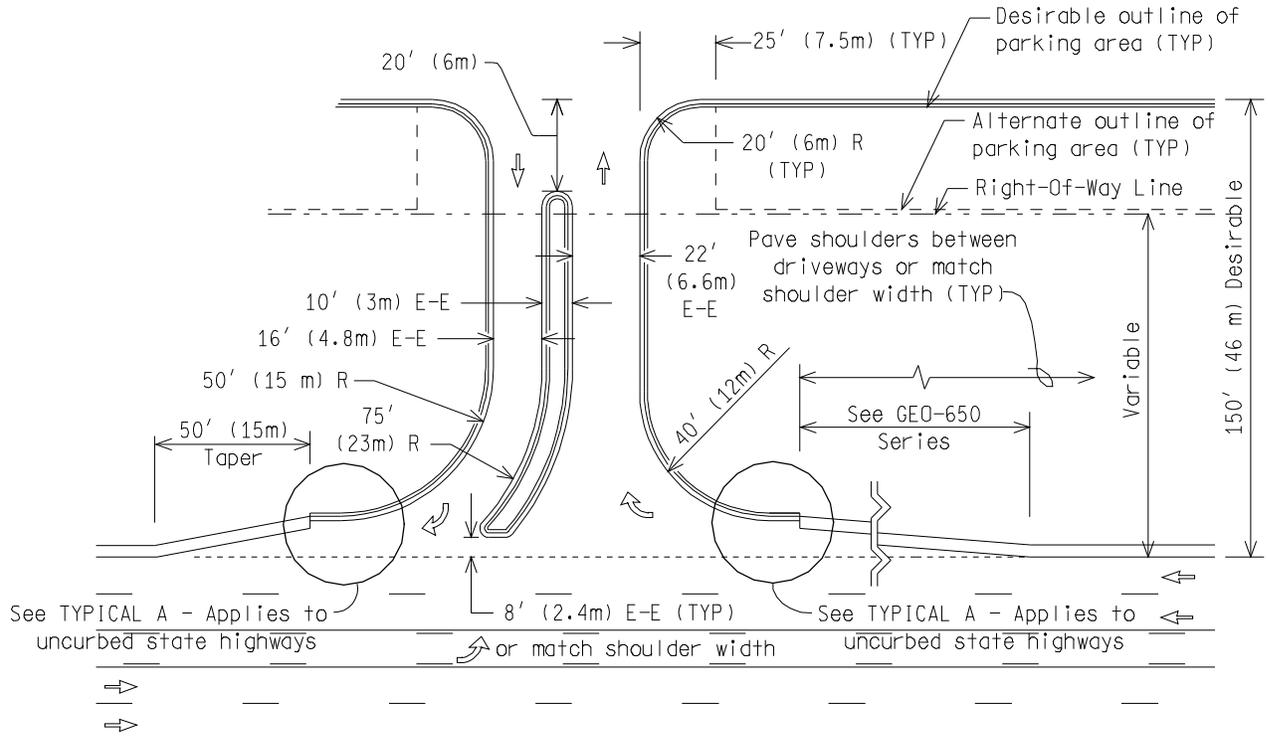
PERMIT ATTACHMENT FOR  
COMMERCIAL DRIVEWAY  
UNCURBED TRUNKLINE

05-02-03  
PLAN DATE

PA-02

SHEET  
02 OF 02

# DIRECTIONAL DRIVEWAYS AT HIGHWAYS WITHOUT CURB



NOT TO SCALE



BY: John C. Friend  
ENGINEER OF DELIVERY

BY: Mark A. Van Pelt  
ENGINEER OF DEVELOPMENT

GEOMETRIC DESIGN GUIDE FOR  
COMMERCIAL DRIVEWAYS

DRAWN BY:  
CHECKED BY: IG/JAT

FILE:PW RD TS Geo/mdot traf GEO-680-B.dgn

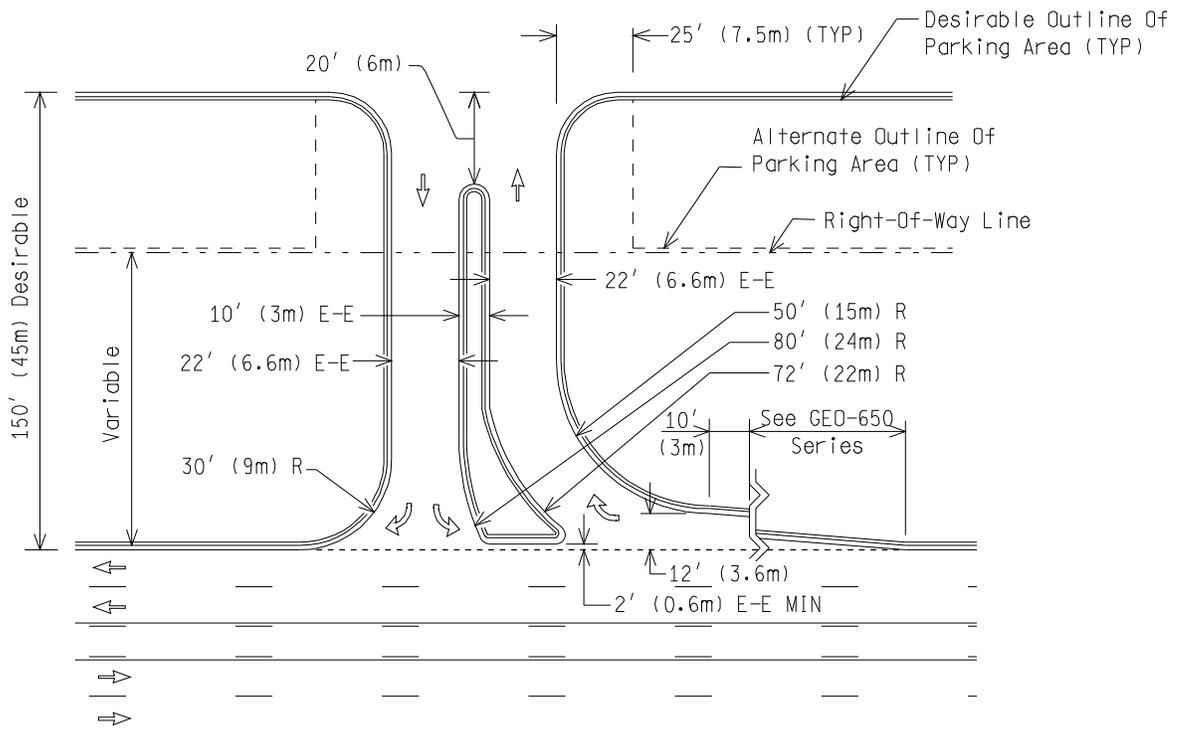
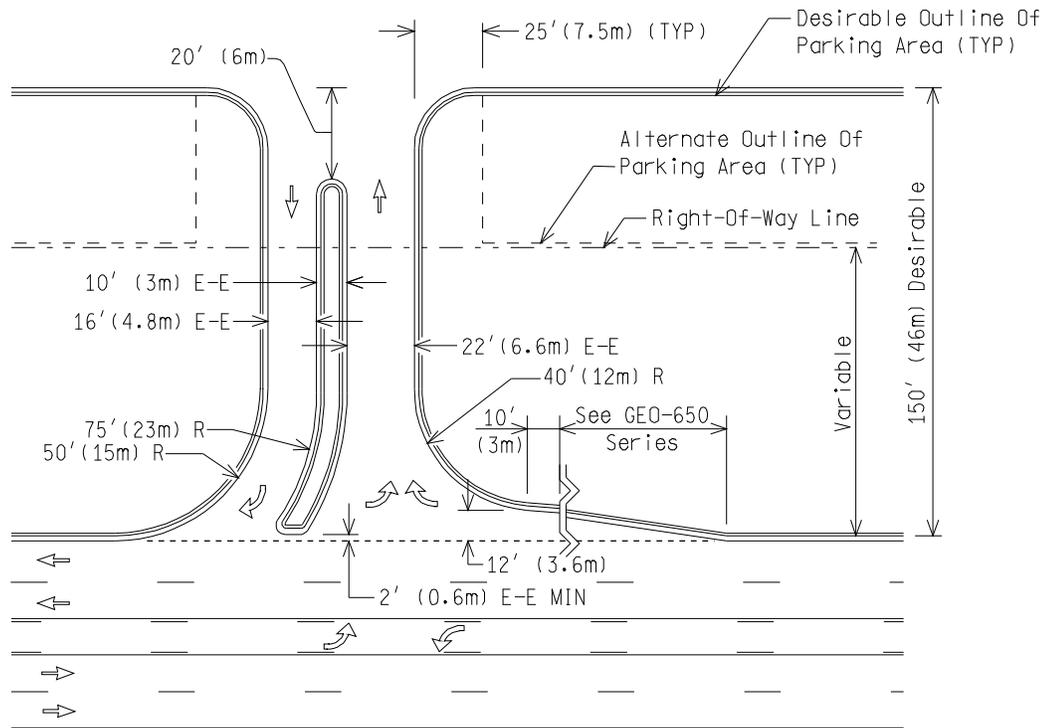
REV. 01/20/2010

06/03/2010  
PLAN DATE:

GEO-680-B

SHEET  
1 OF 6

# DIRECTIONAL DRIVEWAYS AT HIGHWAYS WITH CURB

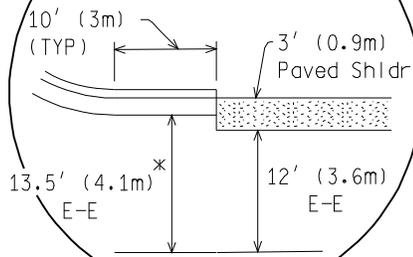


NOT TO SCALE

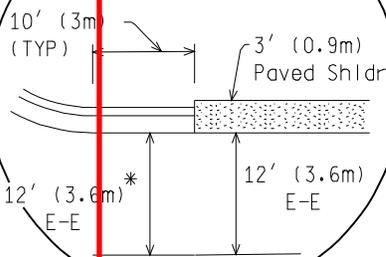
# CURB RETURN OFFSET DETAILS

APPLIES TO UNCURBED STATE HIGHWAYS

TYPICAL A

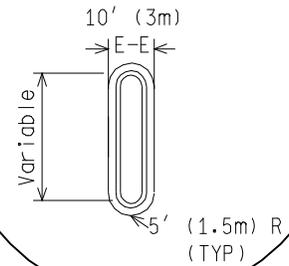


ALTERNATE TYPICAL A

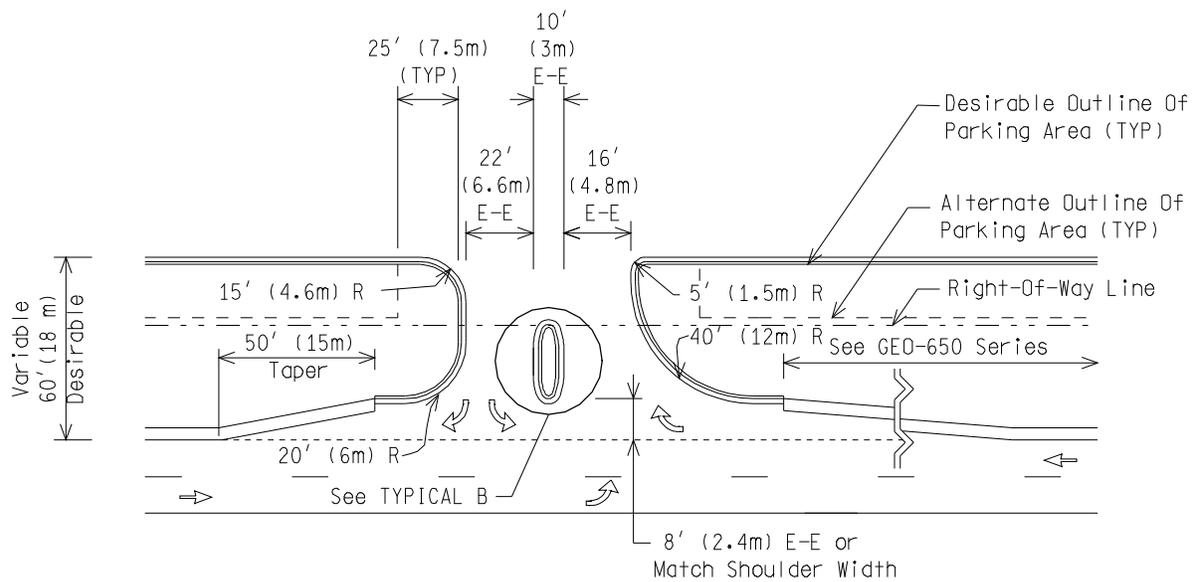


\*See Note #9 on Sht #6

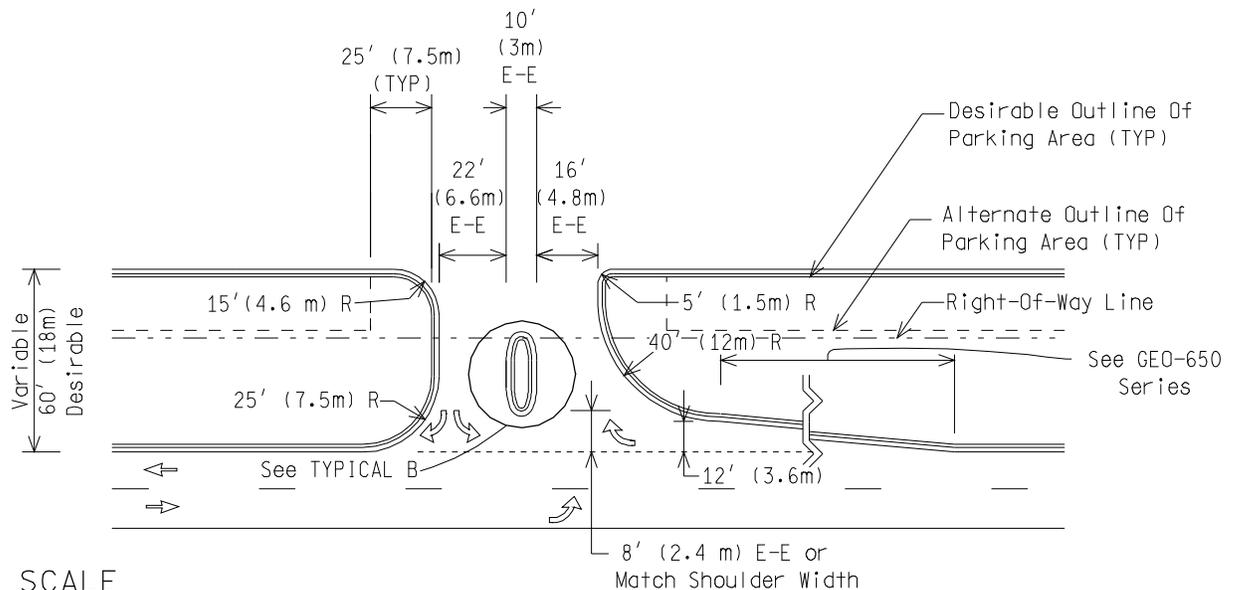
TYPICAL B



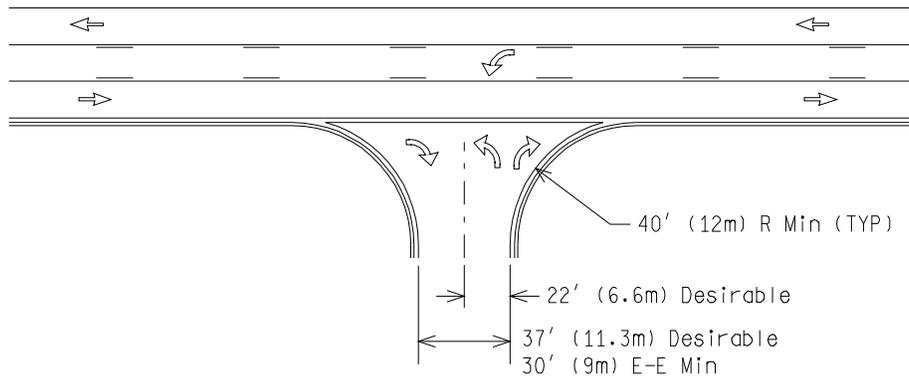
## DIVIDED DRIVEWAYS ON HIGHWAY WITHOUT CURB



## DIVIDED DRIVEWAYS ON HIGHWAY WITH CURB

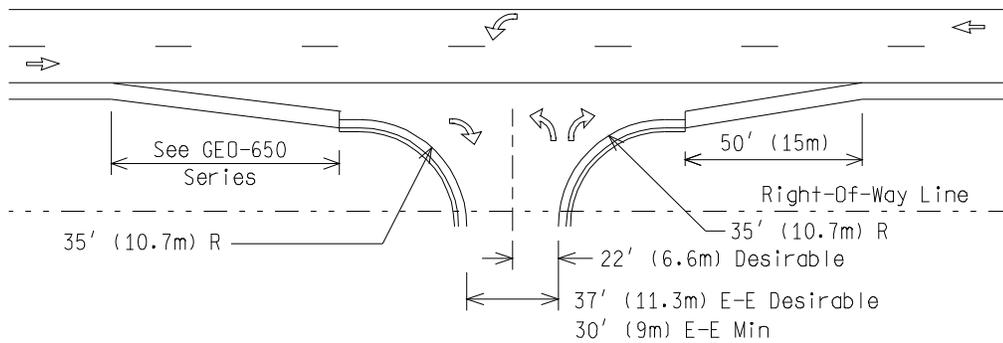


NOT TO SCALE

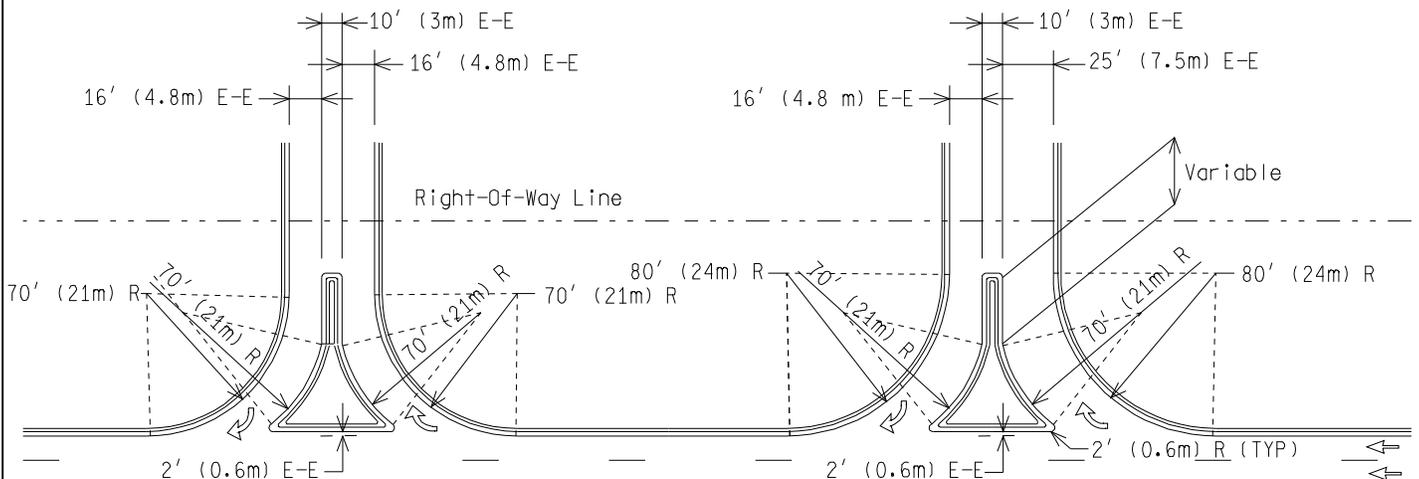


(For Three Lanes, Width Should Be 39' (11.7m) Min)

### TWO-WAY DRIVEWAYS ON HIGHWAYS WITH CURB



### TWO-WAY DRIVEWAYS ON HIGHWAYS WITHOUT CURB

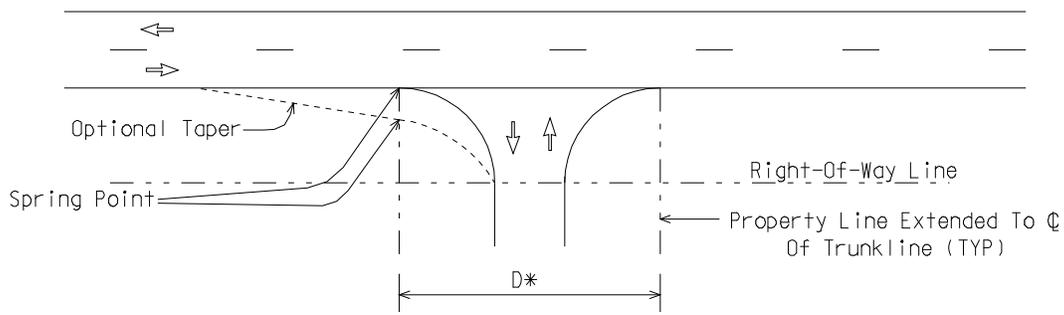


Designed For Single Unit Vehicle (SU)  
"Width And Radii Should Be Modified To Accommodate Larger Vehicles"

Designed For Semi Unit Vehicle (WB-65)  
"Width And Radii Should Be Modified To Accommodate Larger Vehicles"

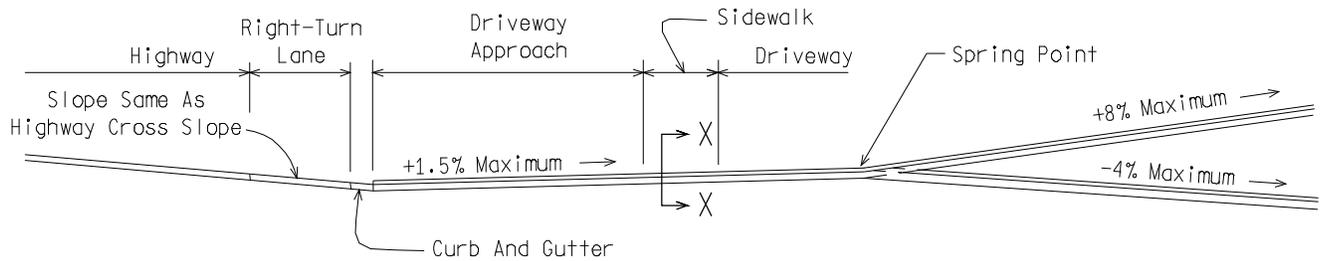
### RIGHT-IN RIGHT-OUT DRIVEWAYS WITH CURB

NOT TO SCALE



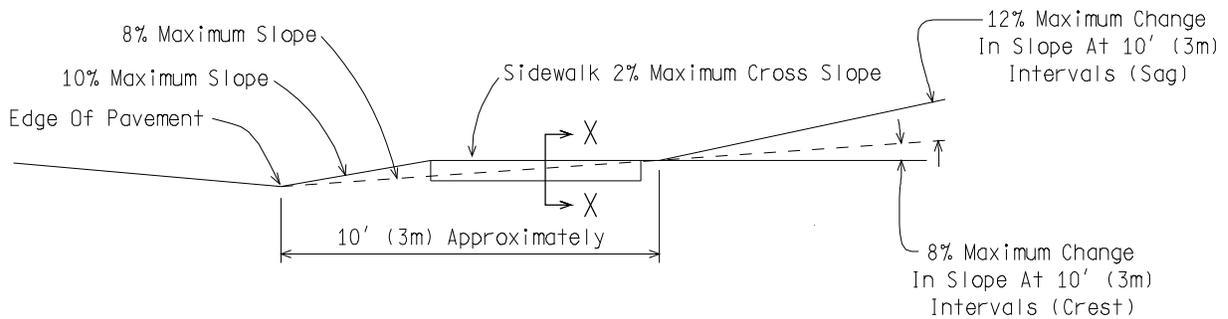
\* Driveways For Each Property Including Radii, Must Be Located Within These Limits Unless Written Permission Of The Adjacent Property Owner Is Obtained

### HIGHWAY FRONTAGE



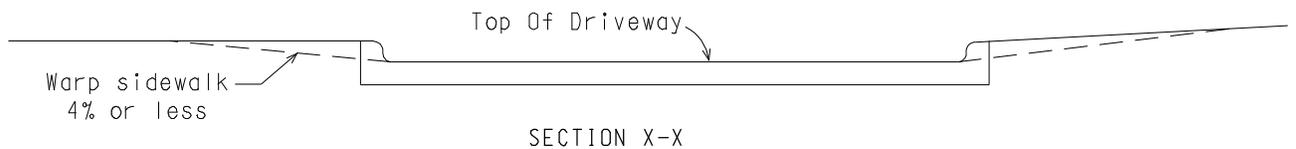
### COMMERCIAL DRIVEWAY PROFILE FOR MAJOR TRAFFIC GENERATORS

Over (100) Peak Hour Directional Trips



When transverse slope is less than 1.5%, longitudinal drainage must be provided. See also R-29-Series.

### LOW VOLUME COMMERCIAL OR RESIDENTIAL DRIVEWAY SLOPES



In urban areas the sidewalk shall be lowered at the edge of the driveway or lowered as shown in Section X-X whenever the maximum grades shown will be exceeded. See also R-28-Series when sidewalk ramps are required.

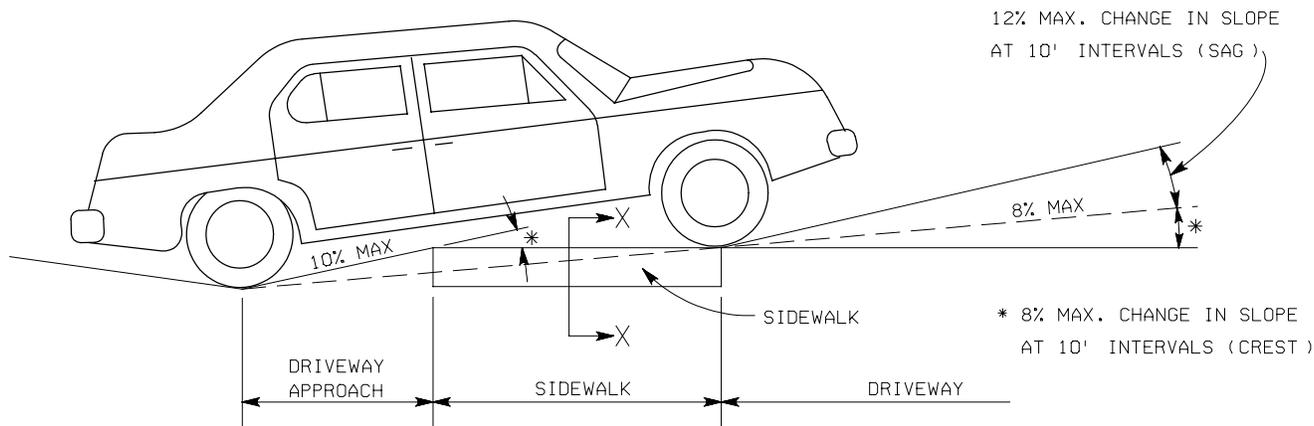
### SIDEWALK LOWERING DETAIL

NOT TO SCALE

NOTES:

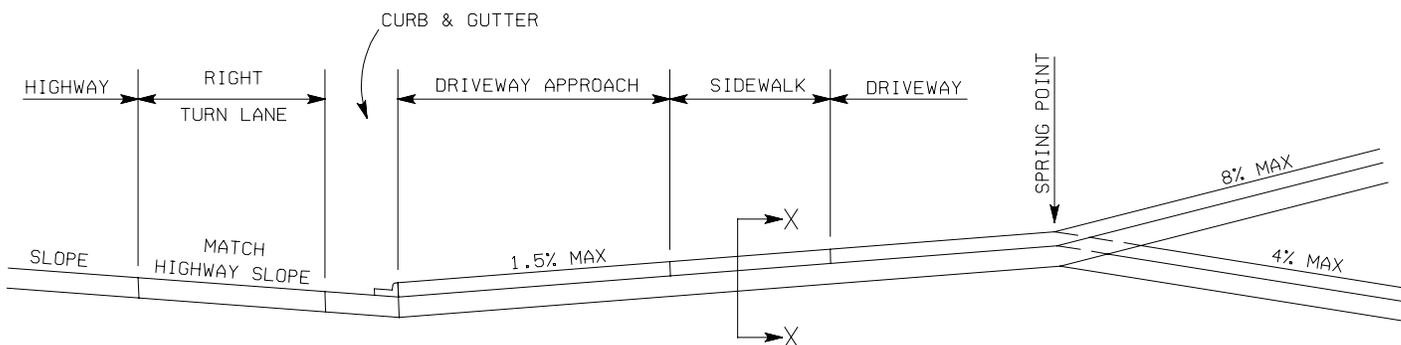
1. The Region or TSC Traffic Engineer shall determine the necessary signing and pavement marking requirements to ensure that the driveway will operate safely and efficiently. The property owner shall erect and maintain all required signing and pavement markings as a condition of the driveway permit.
2. Consult the Region or TSC Traffic Engineer whenever:
  - A. There is a question as to which type of driveway a commercial establishment should use.
  - B. Operational conflicts with existing or anticipated future driveways across the highway may occur.
3. Suitable median crossovers may be required on divided highways as per Geometric Design Guide GEO-670-Series.
4. For dimensions not shown on this guide, refer to the document "Administrative Rules Regulating Driveways, Banners, and Parades On And Over Highways".
5. One-way driveways should be complemented with a well designed angle parking area to encourage one-way operation.
6. Driveway widths and radii shall be designed for the proper design vehicle. Where proper radii can not be provided, increase the drive throat width.
7. In urban areas a partial arc radius should be used when the distance from the edge of pavement to the sidewalks is between 5' (1.5m) and 20' (6m). When this distance is less than 5' (1.5m), consult the Region or TSC Traffic and Safety Engineer to determine the width and radii of the driveway.
8. See MDOT Construction Permit Manual.
9. Alternate Typical A may be used when construction and maintenance issues make the 13.5' (4.1m) curb setback undesirable.
10. For divided driveways, the desirable area of separating islands is 75ft<sup>2</sup> (7m<sup>2</sup>), preferably 100ft<sup>2</sup> (9m<sup>2</sup>). The island width shall not be less than 4' (1.2m).
11. To eliminate left turns locking up from the cross street or driveways at unsignalized divided drives, the left turning vehicles should be headed up across from each other.
12. Current AASHTO "A Policy on Geometric Design of Highways and Streets" and MDOT Guidelines should be used for sight distance requirements.
13. These design concepts are for new construction. Where modifications may be needed for retrofitting to existing road features, consult the Geometric Review and Congestion Analysis Unit, Division of Operations.

NOT TO SCALE



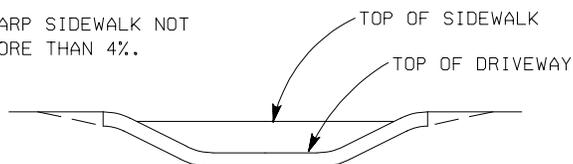
## LOW VOLUME COMMERCIAL OR RESIDENTIAL DRIVEWAY SLOPES

WHEN THE DISTANCE BETWEEN THE SIDEWALK AND EDGE OF PAVEMENT IS 5' OR LESS TILT SIDEWALK TO 1/2" /FT SLOPE OR MATCH DRIVEWAY APPROACH GRADE.



## COMMERCIAL DRIVEWAY PROFILE FOR MAJOR TRAFFIC GENERATORS

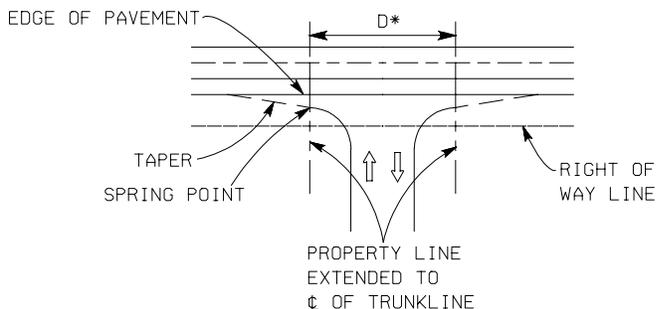
WARP SIDEWALK NOT MORE THAN 4%.



### SECTION XX SIDEWALK LOWERING DETAIL

IN URBAN AREAS THE SIDEWALK CAN BE LOWERED AT THE EDGE OF THE DRIVEWAY OR LOWERED AS SHOWN IN SECTION XX WHENEVER THE MAXIMUM GRADES SHOWN WILL BE EXCEEDED.

### HIGHWAY FRONTAGE



\*DRIVEWAYS INCLUDING RADII FOR EACH PROPERTY MUST BE LOCATED WITHIN THESE LIMITS UNLESS WRITTEN PERMISSION OF THE ADJACENT PROPERTY OWNER IS OBTAINED FOR PLACING A DRIVEWAY RADII OUTSIDE OF THESE LIMITS.

UTILITIES - PERMITS SECTION  
REAL ESTATE DIVISION



PERMIT NO. \_\_\_\_\_

TRUNKLINE \_\_\_\_\_

NAME OF PERMIT \_\_\_\_\_

APPLICANT \_\_\_\_\_

PERMIT ATTACHMENT FOR  
TYPICAL DRIVE PROFILE AND  
HIGHWAY FRONTAGE

08-17-98

PLAN DATE

PA-07

SHEET  
01 OF 01

28652-26666A

MICHIGAN  
DEPARTMENT OF TRANSPORTATION

PLANS OF PROPOSED

MICHIGAN PROJECT DSTP 9428 (021)  
CONTROL SECTION DST 28052  
JOB NUMBER 26666A  
M-37  
GRAND TRAVERSE CO.  
PENINSULA TWP.  
CITY OF TRAVERSE CITY

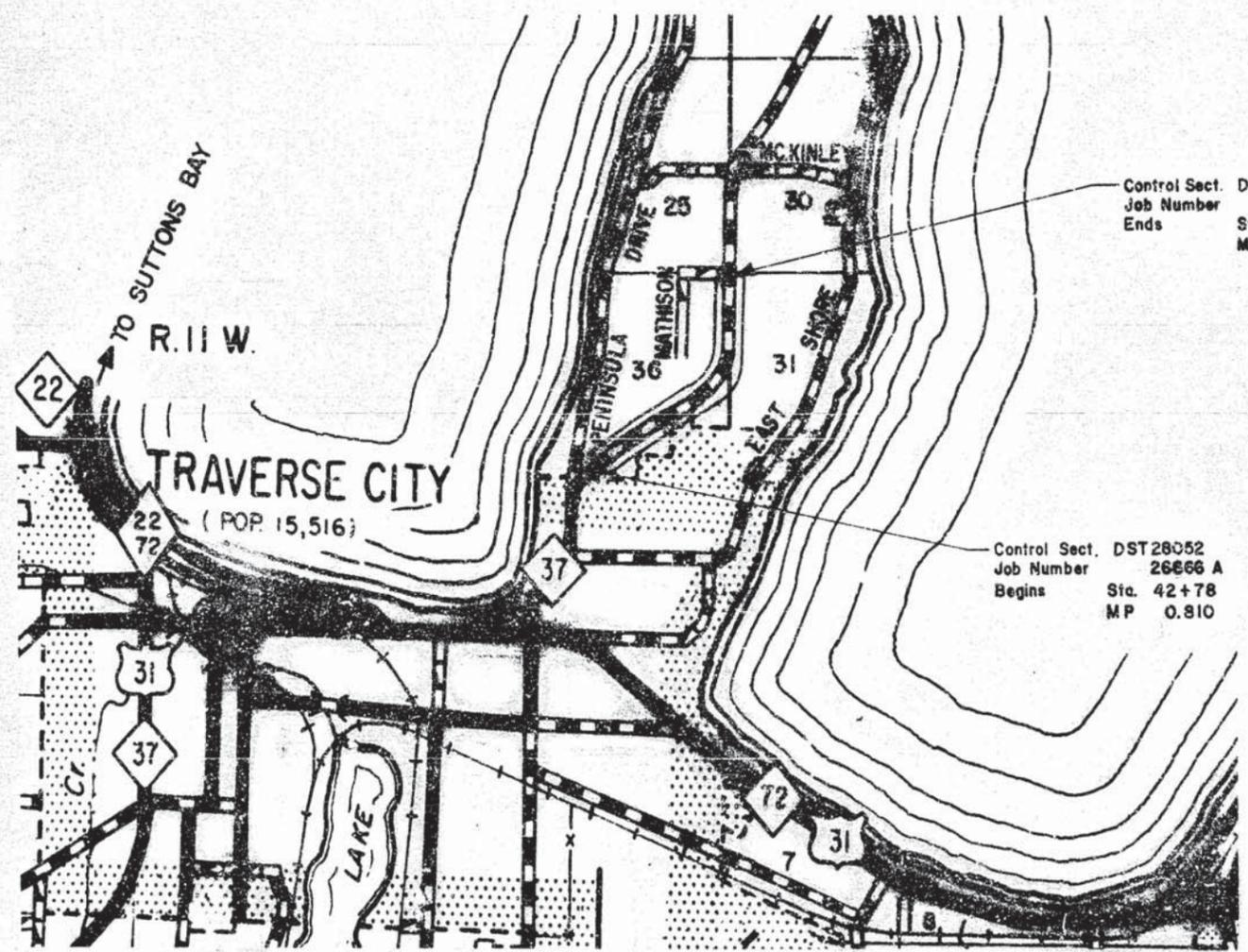
ROUTE	JOB NUMBER	FEDERAL NUMBER	SHEET NO.	TOTAL SHEETS
M-37	26666A	DSTP 9428(021)	1	

THE IMPROVEMENTS COVERED BY THESE PLANS SHALL BE DONE IN ACCORDANCE WITH THE MICHIGAN DEPARTMENT OF TRANSPORTATION 1997 STANDARD SPECIFICATIONS AND SUPPLEMENT II SPECIFICATIONS.

	YEAR	
	1990	2010
A.D.T.	8,400	10,260
D.H.V.		
COMM %	2	1.5
DESIGN SPEED	50 MPH	

ROAD PLANS	SHEET NOS.
TITLE	1
TYPICAL CROSS SECTION	2-3
NOTE SHEET	4
PLANS & PROFILES	5-14
SPECIAL DETAILS	15-18
MASS DIAGRAMS	
QUANTITY SHEETS	19-20

BRIDGE PLANS  
SIGNING PLANS



Control Sect. DST 28052  
Job Number 26666A  
Ends Sta. 111+19  
MP 2.106

Control Sect. DST 28052  
Job Number 26666A  
Begins Sta. 42+78  
MP 0.810

4-99  
**As Constructed**  
LENGTH 7.296 MILES

TITLE SHEET LEGEND

PROPOSED PROJECT	=====
EXISTING ROADS	=====
PAVED	=====
BITUMINOUS	=====
GRAVEL	=====
UNIMPROVED OR CITY STREET	=====
SECTION LINE	=====
TOWNSHIP LINE	=====
COUNTY LINE	=====
CITY OR VILLAGE LIMITS	=====
RAILROADS	=====

CONTRACT FOR: BIT BASE CRUSHING & SHAPING, BIT. SHOULDERS, GRADING, BIT SURFACING, & DRAINAGE IMPROVEMENTS

APPROVALS

RECOMMENDED FOR APPROVAL	<i>Wm. C. Turner</i>	8/2/94
RECOMMENDED FOR APPROVAL	<i>C.D. Arnold</i>	8/2/94
RECOMMENDED FOR APPROVAL	<i>Robert M. ...</i>	8/2/94
RECOMMENDED FOR APPROVAL	<i>Robert M. ...</i>	8/2/94

MICHIGAN DEPARTMENT OF TRANSPORTATION  
PATRICK M. NOWAK DIRECTOR

APPROVED BY: *Robert M. ...* 8/3/94  
DEPUTY DIRECTOR - HIGHWAYS

PLANS PREPARED BY: U.S. DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION  
G.L. KARTTUNEN DESIGN UNIT

CONTROL SECTION	JOB NUMBER	DISTRICT	DATE	SHEET NO.	TOTAL SHEETS
DST 28052	26666A	DSTP 9428(021)	HH0325	1	

DST 28052-26666A

MAX-88





## Dusty Christensen

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**From:** Wiest, Jeremy (MDOT) <WiestJ@michigan.gov>  
**Sent:** Tuesday, August 09, 2016 3:41 PM  
**To:** Dusty Christensen; 'planner@peninsulatownship.com'  
**Subject:** RE: Vineyard Ridge PUD  
**Attachments:** MDOT Comments - 15119 plan07 24x36 Color (16-03-02).pdf

Dusty / Michelle,

We have reviewed the submitted traffic analysis and have no further comments beyond the comments that were set on March 4<sup>th</sup> 2016 (attached).

If there are any other questions please let us know.

Thanks!

Jeremy

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*Jeremy R Wiest, P.E.*

**Permit Engineer**

*Michigan Department of Transportation  
Traverse City Transportation Service Center  
2084 US-31 South, Suite B  
Traverse City, MI 49685  
Phone: 231-941-1986*

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**From:** Dusty Christensen [mailto:dusty@maaeps.com]  
**Sent:** Monday, August 08, 2016 2:07 PM  
**To:** Wiest, Jeremy (MDOT) <WiestJ@michigan.gov>  
**Subject:** Vineyard Ridge PUD

Good afternoon Jeremy,

We met with Michelle Reardon, Peninsula Township Planning Director, this morning. She reviewed the traffic analysis for the Vineyard Ridge PUD that we provided to you last Friday and indicated that she hoped any comments you may have would address the following.

Will the proposed development, and any traffic generated by the development, spur physical changes to M-37? Specifically, could you reiterate that MDOT has reviewed the proposed plans and is satisfied with the location and design of the proposed private road intersection with M-37.

Thank you,  
Dusty

Dustin M. Christensen, LLA  
*Mansfield Land Use Consultants*