Village of Lake Orion
EST 1859

MEETING DATE: April 3, 2023

TOPIC: Constellation Bay Site Plan Amendment Review

BACKGROUND BRIEF:. The amended site plan for the Constellation Bay Project located west of the Broadway Street/Atwater Street intersection was previously approved with conditions by the Planning Commission. The amended plan proposes the following changes, including the reduction of one building and the addition of one new building:

- Relocating the Queen Anne Structure to the north of the site (Building #8).
- Reducing Building #2 from an 8-plex to a 7-plex to accommodate for the relocation of the Queen Anne Structure.
- Reconstruction of the old Queen Anne building (Building #7) to an Italianate home.

McKenna's review letter and supporting documents are included in the packet for your review and consideration.

ATTACHMENTS:

Constellation Bay – Plan Amendment 2023- Review #1 3.10.23

N034 LT-04 SP Review 4 Constellation Bay

Constellation Bay - Fire Dept. Approval Letter

2023-02-17 Constellation Bay Site Plan Set

2023-02-17 Constellation Bay Additional Submittal Documents

CONSTELLATION COVENANT-03222023

MCKENNA

Lake Orion MICHIGAN

Planning and Zoning Review Summary

Constellation Bay Redevelopment

SITE ADDRESS / PARCEL ID	APPROVING BODY	APPLICANT / PROPERTY OWNER
Properties generally located at 270, 272, 284, 292, 302, 312, 314, and 324 S. Broadway	Planning Commission	Moceri Companies

BRIEF SUMMARY OF REQUEST

SITE PLAN REVIEW #2

52 multiple-family dwellings (stacked townhouses) and a live/work development consisting of seven buildings, plus a freestanding garage for 13 vehicles:

- Building #1: Live/Work, 5 units
- Building #2: Live/Work, 8 units
- Building #3: Stacked Townhouse, 20 units
- Building #4: Stacked Townhouse, 16 units
- Building #5: Live/Work, 1 unit
- Building #6: Live/Work, 1 unit
- Building #7: Reconstructed Historic Property with Live/Work, 1 unit

EXISTING SITE INFORMATION

SITE ZONING & LAND USE	SURROUNDING ZONING & LAND USE	SIZE OF SITE & FRONTAGE
MU, Mixed Use District	Adjacent to the MU, Mixed Use District and a commercial Planned Unit Development (PUD) at SE corner of S. Broadway and Atwater	3.48-acres; 429-feet of frontage on S. Broadway

COMPATIBILITY WITH ZONING ORDINANCE

- Promotes mixed-use development along M-24 (live/work)
- Provides residential land uses along the Lake
- Conceals parking from both M-24 and the Lake
- Improves connectivity and viewsheds to the Lake
- Reduces the overall amount of impervious surface
- Provides for a historic marker within the green space and a publicly accessible boardwalk
- Maintains the street frontage along S. Broadway and extends the downtown, walkable environment
- Improves the crosswalk intersection at Atwater Street

PLANNER RECOMMENDATION

☒ Approve - (with conditions or without conditions) ☐ Revise and resubmit ☐ Deny

Attachment: Constellation Bay – Plan Amendment 2023- Review #1 3.10.23 (5812 : Constellation Bay Site Plan Amendment Review)

Attachment: Constellation Bay – Plan Amendment 2023- Review #1 3.10.23 (5812 : Constellation Bay Site Plan Amendment Review)

Executive Summary

This is a review of an amended site plan that was previously approved with conditions by the Planning Commission. The amended site plan is for the Constellation Bay Project located west of the Broadway Street/Atwater Street intersection. The amended plan proposes the following changes, including the reduction of one building and the addition of one new building:

- Relocating the Queen Anne Structure to the north of the site (Building #8).
- Reducing Building #2 from an 8-plex to a 7-plex to accommodate for the relocation of the Queen Anne Structure.
- Reconstruction of the old Queen Anne building (Building #7) to an Italianate home.

A summary of the changes organized by Ordinance standards is detailed in the following table.

Standards	Previous Site Plan	Amended Site Plan	Comments
Use & Harmonious Design	No Change		
Dimensional Standards	Front yard setback (max.): 21' 7" Side yard setback (north): 10'	Front yard setback (max.): 18' 9" Side yard setback (north) 1'	In Compliance
Natural Features and Landscaping	146 new deciduous and evergreen trees 327 shrubs >1,000 perennials Open space: 20%	139 new deciduous and evergreen trees 419 shrubs 810 perennials Open space: 14%	In Compliance
Access and Circulation	No Change		
Parking & Loading	No Change		
Building Design & Architecture	No Change		
Engineering / Stormwater Management	No Change (subject to Village Engineer Review)		
Lighting	No Change		

Further specifications, review, and recommendations regarding the amended site plan are detailed in the Site Plan Review on the following pages.

Attachment: Constellation Bay – Plan Amendment 2023- Review #1 3.10.23 (5812 : Constellation Bay Site Plan Amendment Review)

Site Plan Review

Standards for Site Plan Approval are set forth by Article 19: Administrative Procedures and Standards. This project is reviewed against the Village's Zoning Ordinance, Master Plan, existing site conditions, and sound planning and design principles. We offer the following comments for your consideration:

1. USE & HARMONIOUS DESIGN

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

Findings: The site is zoned the MU, Mixed Use District where both multiple-family and live/work units are established uses per section 9.02. The Intent section of Article 9 reads:

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

The proposed townhouses along the Lake and the live/work units along M-24 support the intent of the MU District. Permitted uses within the live/work buildings could include retail establishments, personal service establishments, offices, and the like. The existing boathouse will be preserved and renovated.

The existing 1- and 2 ½-story buildings will be demolished on site to accommodate the proposed development. A land combination of the subject eight parcels will be required.

2. DIMENSIONAL STANDARDS

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

Findings: The subject buildings comply with the dimensional standards of the MU, Mixed Use District, as detailed in the table on the following page:

Attachment: Constellation Bay – Plan Amendment 2023- Review #1 3.10.23 (5812 : Constellation Bay Site Plan Amendment Review)

Dimensional Measurement	Required	Proposed	Comments
Min. Lot Area	n/a	3.48 ac.	-
Min. Lot Frontage	60'	429'	In compliance.
Max. Density (Dwelling Units per Acre)	52 units	52 units	In compliance.
Front Yard Setback	10' min. / 25' max.	11' to 18'-9"	In compliance.
Min. Side Yard Setback (both)	0'	6' (south); 1' (north)	In compliance.
Min. Rear (water) Yard Setback	25'	25'	In compliance.
Min. Floor Area per 2-Bedroom Unit	800 sq. ft.	>800 sq. ft.	In compliance.
Min. Floor Area per 3-Bedroom Unit	1,000 sq. ft.	>1,000 sq. ft.	In compliance.
Max. 1st Floor Area	12,500 sq. ft.	<12,500 sq. ft.	In compliance.
Max. Building Height	36'	35'-9"	In compliance.
Max. Lot Coverage	50%	32%	In compliance (lot coverage includes all building footprints).

3. NATURAL FEATURES & LANDSCAPING

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

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

Findings:

Landscaping and Plant Material. As a developed site, 38% of the property consists of impervious surface. The landscape plan details the addition of 139 new deciduous and evergreen trees, 419 shrubs, and 810 perennials which are to be installed along S. Broadway, the Lake, property lines, and the interior of the subject site. Per the 15.02, no single tree species accounts for more than 20% of the plant material provided onsite, creating more diversity than currently present at the site today.

Common Areas. Per section 9.03(C.5), a minimum of 10% of the site must be reserved for open space and amenities, greater than what is required by Ordinance; this includes pocket parks, green areas, pedestrian walkways and expanded landscape areas and buffers. This requirement is satisfied as 14% of the site is green space, which includes the linear pocket park, pedestrian sidewalks, and the historic marker (to clarify, this 14% excludes water coverage).

Environmentally Sensitive Design. Per section 9.03(D), the incorporation of environmentally sensitive design treatments is necessary to enhance water quality and the Village's environmental health; this includes the

Attachment: Constellation Bay – Plan Amendment 2023- Review #1 3.10.23 (5812 : Constellation Bay Site Plan Amendment Review)

reduction of impervious surfaces, shared parking, use of permeable pavers, use of native species, and more. This proposal reduces the total amount of impervious surfaces on the site (43% to 38%), utilizes pervious pavement, and incorporates native species and additional landscaping, beyond which is required by Ordinance.

4. ACCESS & CIRCULATION

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

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

There shall be a pedestrian circulation system that is insulated as completely as possible from the vehicular circulation system.

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

Findings:

Access Points. Access to the site is limited to one, two-way curb cut south of the Atwater Street intersection. This redevelopment eliminates six existing curb cuts, which is an improvement to the corridor. Per MDOT (Michigan Department of Transportation), the minimum spacing between driveways on a 35 MPH road is 245-feet). With a total frontage of 429-feet on S. Broadway, only two curb cuts would be appropriate at this location, which the proposed site layout meets. This configuration improves both vehicular and pedestrian safety along the corridor.

A traffic study has been completed by the Applicant and reviewed by the Village Engineer, please find these reports under separate cover.

Cross Access. An easement for future cross-access ingress and egress is proposed to the northern property (256 S. Broadway) and has submitted a draft cross access agreement that is presently under review by the Village Attorney.

Pedestrian Connectivity. Per section 9.03(C.8), sidewalks are required both within and between other sites in the MU District. This standard is met - sidewalks are provided along S. Broadway, with access and viewsheds to the Lake through a linear green space that runs east/west. The northern crosswalk at Atwater Street (leading to the development from the downtown) will be restriped as part of this project with a 'ladder' crosswalk fashion, which increases pedestrian visibility. The southern crosswalk will be removed, which is also an improvement to pedestrian safety. The front entryways of buildings #1, #2, #7 and #8 also connect directly to the S. Broadway public sidewalk, as required (see criteria #6). Buildings #3 and #4 are connected to the linear park sidewalk through their front entryway sidewalk and the internal parking lot and buildings #5

and #6 have similar access to the sidewalk at buildings #7 through the parking lot; due to the layout constraints of the site, we find this standard met for both the waterfront buildings.

5. PARKING & LOADING

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

Findings: In compliance with section 9.03(2), parking is proposed within the interior of the site; no parking areas directly abut either the Lake or S. Broadway, which furthers both the goals and intent of the Ordinance and Master Plan. The majority of the parking spaces are enclosed - either within attached garages or a freestanding garage structure with space for 13 vehicles. There are also driveways for each unit directly adjacent to the garage. The remaining 14 surface parking spaces (guest parking) are located within the interior of the site and screened by the buildings/landscaping. The proposed parking configuration promotes a more enjoyable pedestrian environment along the Lake and the streetscape.

Per section 14.02, two parking spaces are required for each unit which results in a total of 104 required parking spaces (with 52 units). A total of 131 parking spaces are proposed, exceeding this requirement by 27 parking spaces. Off-street parking space and aisleway dimensions comply with (and exceed) the minimum required per section 14.04.

Per section 14.02(B.2), the minimum parking requirement shall not exceed 20% in an effort to minimize excessive areas of pavement, unless otherwise approved by the Planning Commission. The Planning Commission previously approved the extra 6 parking spaces due to the fact that the driveways for each unit, and several of the additional off-street parking spaces, are constructed out of permeable pavers. In total, the overall impervious surface of the subject site is reduced from 43% to 38%.

6. BUILDING DESIGN & ARCHITECTURE

Zoning Ordinance Standards: *Building design and architecture shall relate to and be harmonious with the surrounding neighborhood in terms of texture, scale, mass, proportion, materials, and color. Buildings should be designed with stylistic harmony and aim to serve people of all ages and abilities.*

Findings:

Building Design. Per section 9.03(C.3.a), all buildings along the street frontage must have a primary entrance facing the street, accessible to all pedestrians. This requirement is satisfied: Buildings #1, #2, #7, and #8 all feature entryways off S. Broadway and have sidewalks leading directly to them.

Building Materials. Per section 9.03(C.3.b), preferred building materials listed in the Ordinance include brick, stone, and integrally colored architectural block. Clapboard, Hardy Plank, and shake shingles are encouraged only as accent building materials and vinyl/metal siding is discouraged. The primary building materials proposed are horizontal siding, vertical board and batten, and brick (at least for the first-floor areas).

Building materials must be addressed to the satisfaction of the Planning Commission. It is recommended that all buildings (excluding Building #7 and Building #8 to respect the Italianate design) incorporate greater masonry and that buildings #1 and #2 contain the most masonry to add consistency and continuity between their design and the downtown district.

Attachment: Constellation Bay – Plan Amendment 2023- Review #1 3.10.23 (5812 : Constellation Bay Site Plan Amendment Review)

Misc. Site Features.

- A multi-box, decorative mailbox is proposed within the southern parking lot island.
- Trash collection will be individual; no shared dumpster enclosures are proposed. Residential trash receptacles will be stored within the garages and rolled out on garage collection day.
- A 6-foot in height vinyl fence (detail on Sheet 6) in a neutral color, is proposed along the north and south property lines and the existing chain link fence will be removed. The location and placement of the fence is in compliance with section 15.04.

7. ENGINEERING / STORMWATER MANAGEMENT

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

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

Findings: Stormwater pre-treatment infrastructure is proposed and will contain the water before the runoff is discharged into the Lake. All stormwater and utility requirements must be addressed to the satisfaction of the Village Engineer.

8. LIGHTING

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

Findings: Building mounted lighting, decorative pole lighting, and accent bollard lighting for the pedestrian walkways and boardwalk are all proposed for the development. As required by Ordinance, the proposed light fixtures along M-24 comply with the specific decorative lighting standards of 15.09(F), which includes the ornate, acorn luminaire that currently exist along the corridor's streetscape. In general, lighting levels are well below the maximum permitted per section 15.9 and are in compliance with the Ordinance.

Standards	Required	Proposed Lighting	Comments
Max. Height of Light Fixtures	22' or the height of the building, whichever is less. For the decorative streetscape lighting, pole lights must be between 13'-17'.	9' (building mounded) 4' (boardwalk bollards) 15' (decorate streetlights along M-24) 14' (interior parking lot poles)	In compliance.
Max. Illumination at Any Given Point	10 fc.	9.9 fc.	In compliance.
Max. Illumination at the Property Line	0.5 fc.	0.5 fc.	In compliance.

Attachment: Constellation Bay – Plan Amendment 2023- Review #1 3.10.23 (5812 : Constellation Bay Site Plan Amendment Review)

Recommendation

Based upon compliance with the Village's Zoning Ordinance, the proposed Constellation Bay redevelopment (concerning parcel IDs: 09-11-226-038, 09-11-226-040, 09-11-226-042, 09-11-226-048, 09-11-226-050, 09-11-226-052, 09-11-226-054, and 09-11-226-056) is recommended for approval, contingent that the following items are addressed to the satisfaction of the Planning Commission and reviewed administratively:

- ***Building Façades.*** *The building materials, particularly on the streetscape facing façades of Buildings #1 and #2 along S. Broadway, are found to meet the building design standards of section 9.03(C.3).*

This approval is also contingent that the following items are reviewed and approved administratively:

- *All outstanding engineering comments are addressed.*
- *A land combination application for the eight parcels is approved.*
- *A cross access easement to the adjacent northern property (256 S. Broadway) is secured to the satisfaction of the Village Attorney.*
- *Signage (as it will be permitted under a separate application).*

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

Respectfully submitted,

McKENNA

Laura Haw, AICP, NCI
Senior Principal Planner

Lauren Sayre
Assistant Planner

CC: **Village Clerk,** Ms. Susan Galeczka, 21 E. Church Street, Lake Orion, MI 48362 (galeczkas@lakeorion.org)

CIVIL ENGINEERS
LAND SURVEYORS
LAND PLANNERS

March 14, 2023

Darwin McClary
Village Manager
Village of Lake Orion
21 E. Church St.
Lake Orion, MI 48362

Re: Constellation Bay
Site Plan Review No 4, Amended Site Plan
NFE Job No. N034

Dear Mr. McClary:

We have reviewed the amended Site Plan for the above referenced site. We received amended site plans from the developer on February 28. Our review is consistent with the requirements of Article 19 of the Zoning Ordinance, Section D – Required Information. We offer the following comments, where ***bold italicized*** wording represents the status of the issue as it relates to the latest submittal:

1. Clarify the legal description. Lot 13 of Assessor's Replat of Decker's Addition to the Village of Orion and part of Canandaigua City is not included in the legal description, however parcel 09-11-226-052 includes part of Lot 13. ***This issue remains from the previous review and is a matter of simply updating the lot number citations in the legal description***.
2. The entrance and any improvements in the Broadway St. (M-24) right of way are subject to the review and approval of the Michigan Department of Transportation. Documentation has been provided to confirm conceptual approval. ***No change recommended***.
3. It is indicated that garbage collection is intended to be via rolled garbage cans stored inside garages and placed outside garages on collection day. Although many of the units have garages separate from the building, the garbage collection is still intended to be adjacent to the garages. ***No change recommended.***
4. The guest parking for Building 2 is provided to the south of the garage units. ***No change recommended.***
5. Pedestrian access should be provided to Broadway St. from Buildings 5 and 6. This issue was discussed with the developer at a meeting on September 21, 2022 and ***has not been addressed***. Furthermore, in the previous submittal a sidewalk was provided adjacent to and north of Building 2, and it was noted that the access should extend to the sidewalk in Broadway St. The relocation of the Queen Anne building and shortening of Building 2 has resulted in there being no proposed pedestrian access to Broadway St. from the northern

Attachment: N034 LT-04 SP Review 4 Constellation Bay (5812 : Constellation Bay Site Plan Amendment Review)

end of the development. ***We recommend pedestrian access be provided to Broadway St. from Buildings 5 and 6, and between Building 2 and Building 8.***

6. Preliminary Stormwater management for the site has been indicated adequately. ***No change recommended***.
7. A cross-access / ingress / egress easement is indicated to the property to the north (parcel 09-11-226-036). This easement must be executed prior to approval. ***We have received and reviewed a draft version of a "Conditional Covenant" for granting a future easement; however, the draft contains no sketch or description of the future Easement Area A to compare against the proposed site plan, and as written is related only to the property that is Mystic Cove, not Constellation Bay. We recommend the developer submit an updated Conditional Covenant specific to Constellation Bay with the necessary legal descriptions and sketch.***
8. Notes are provided outlining the proposed striping improvements to the crosswalks at Atwater Street. According to the updated traffic study and MDOT comments, the south crosswalk across S. Broadway (M-24) will be eliminated for better traffic flow and safety. Any proposed improvements in S. Broadway are subject to the review and approval of the Michigan Department of Transportation (MDOT). ***No change recommended.***
9. Landscape plans have been submitted and reviewed for potential utility conflicts. We note that the 6" perforated storm sewers shown behind Buildings 5 and 6 and in front of Buildings 1 and 2 are also shown to be planted over by Dawn Redwood and Crimson Oak respectively. ***This may result in root intrusion into the 6" yard drains, impacting the ability to collect runoff in these areas in future***.

The following items are required, but ***can be addressed during the engineering phase*** of the project:

1. Sanitary sewer and water services will not be permitted under the garage structures.
2. The preliminary grading plan indicates some drainage toward S. Broadway. We understand that the detention basin has been sized to accommodate this drainage area, and the approval of flow toward S. Broadway will be coordinated with MDOT.
3. A parcel combination of parcels 09-11-226-038, 09-11-226-040, 09-11-226-042, 09-11-226-050, 09-11-226-052, 09-11-226-054, and 09-11-226-056 must be completed prior to approval.
4. The grading adjacent to Building 5, and within the easement that provides access to Parcel 09-11-226-016 (328 S. Broadway) must be carefully considered. There is 5.6 feet of elevation change in approximately 62 feet from the garage to Building 5.

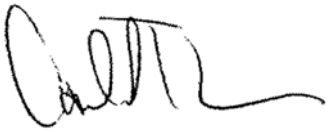
Complete Engineering Plans meeting the requirements of Ordinance 31.26, Design and Construction Standards must be submitted for review, and no construction shall begin prior to engineering approval.

Attachment: N034 LT-04 SP Review 4 Constellation Bay (5812 : Constellation Bay Site Plan Amendment Review)

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

Sincerely,

Nowak & Fraus Engineers



Carol P. Thurber, PE, CFM

CC: Laura Haw, McKenna
Wesley Sanchez, DPW Director
Susan Galeczka, Village Clerk

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Attachment: N034 LT-04 SP Review 4 Constellation Bay (5812 : Constellation Bay Site Plan Amendment Review)

Charter Township of Orion

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

Fire Department
Phone: (248) 391-0304, ext. 2000
Fax: (248) 309-6993

To: Village of Lake Orion, Manager
From: Jeff Williams, Fire Marshal
Re: Constellation Bay 2nd Site Plan Review
Date: 08/01/2022

The Orion Township Fire Department has completed its review of site plan application Constellation Bay for the limited purpose of compliance with Village of Lake Orion Ordinance's, Michigan Building Code, and all applicable Fire Codes.

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

X Approved
Approved with Comments (See below)
Not approved

Comments: None

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

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

Jeffrey Williams

Jeff Williams, Fire Marshal
Orion Township Fire Department

Attachment: Constellation Bay - Fire Dept. Approval Letter (5812 : Constellation Bay Site Plan Amendment Review)

APPLICANT
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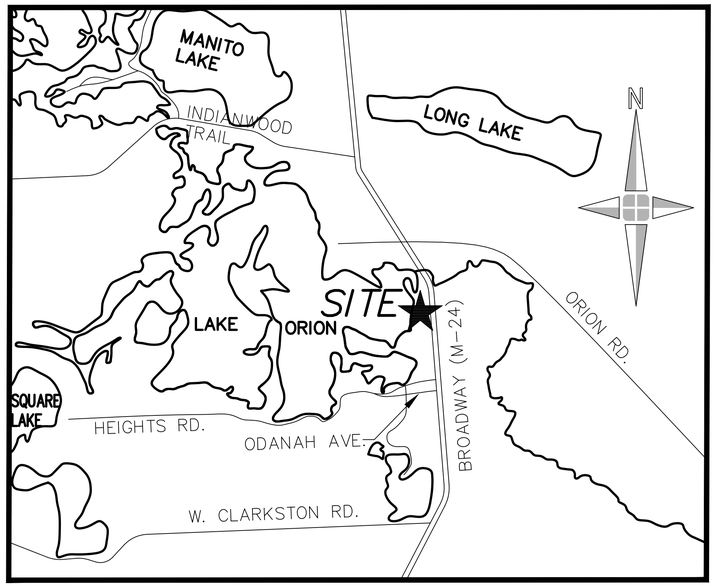
CONSTELLATION BAY

PARCEL NOs. 09-11-226-038, 09-11-226-040, 09-11-226-042, 09-11-226-048, 09-11-226-050, 09-11-226-052, 09-11-226-054, AND 09-11-226-056
AMENDED SITE PLANS

VILLAGE OF LAKE ORION, OAKLAND COUNTY, MICHIGAN



LOCATION MAP
(NOT TO SCALE)

SHEET INDEX

ENGINEERING PLANS
1 COVER SHEET
2 TOPOGRAPHIC SURVEY
3 SITE AND PAVING PLAN
4 PRELIMINARY GRADING PLAN
5 PRELIMINARY UTILITY PLAN
6 SITE NOTES AND DETAILS
6A STORMWATER MANAGEMENT CALCULATIONS
7 FIRE PROTECTION PLAN

LANDSCAPE AND LIGHTING
L1 LANDSCAPE PLAN
L2 LANDSCAPE DETAILS
L3 SITE RENDERING

LI1 LIGHTING PLAN

SHEETS BY OTHERS
ARCHITECTURAL
5 SHEETS BUILDING 1 FLOOR PLANS AND ELEVATIONS
5 SHEETS BUILDING 2 FLOOR PLANS AND ELEVATIONS
1 SHEET M-24 STREETSCAPE
5 SHEETS BUILDING 3 FLOOR PLANS AND ELEVATIONS
5 SHEETS BUILDING 4 FLOOR PLANS AND ELEVATIONS
2 SHEETS BUILDING 5 FLOOR PLANS AND ELEVATIONS
2 SHEETS BUILDING 6 FLOOR PLANS AND ELEVATIONS
3 SHEETS BUILDING 7 FLOOR PLANS AND ELEVATIONS
2 SHEETS BUILDING 8 FLOOR PLANS AND ELEVATIONS
3 SHEETS GARAGE FLOOR PLANS AND ELEVATIONS

PROPERTY DESCRIPTION

PARCELS 09-11-226-038, 09-11-226-040, 09-11-226-042, 09-11-226-048, 09-11-226-050, 09-11-226-052, 09-11-226-054 AND 09-11-226-056

A PARCEL OF LAND IN THE EAST 1/2 OF SECTION 11, T-04-N, R-10-E, VILLAGE OF LAKE ORION, OAKLAND COUNTY, MICHIGAN BEING ALL OF LOT 14 AND PART OF LOTS 11, 12 AND 15 THROUGH 18 OF ASSESSOR'S REPLAT OF DECKER'S ADDITION TO THE VILLAGE OF ORION AND PART OF CANADAIGUA CITY AS RECORDED IN LIBER 52, PAGES 17 AND 17A OF PLATS, OAKLAND COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 18 OF SAID ASSESSOR'S REPLAT OF DECKER'S ADDITION; THENCE S.87°30'46"W., 31.01 FEET TO THE POINT OF BEGINNING; THENCE S.87°30'46"W., 254.06 FEET; THENCE N.02°32'08"W., 60.30 FEET; THENCE S.87°45'04"W., 121.35 FEET; THENCE N.55°31'31"E., 21.45 FEET; THENCE N.85°53'21"E., 7.15 FEET; THENCE N.19°35'44"E., 25.23 FEET; THENCE S.87°12'55"W., 19.46 FEET; THENCE N.02°46'55"W., 48.35 FEET; THENCE S.89°04'28"W., 20.01 FEET; THENCE N.02°47'09"W., 287.00 FEET; THENCE N.87°55'20"E., 369.20 FEET; THENCE S.04°10'40"E., 429.08 FEET TO THE POINT OF BEGINNING AND CONTAINING 3.48 ACRES.

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NANCY MARIE STANDISH
ENGINEER
No. 6201051386
LICENSED PROFESSIONAL ENGINEER

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07.28.2022	REVISE PER OWNER
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09.21.2022	REVISED PER PLANNER / ENGINEER MEETING
01.18.2023	REVISED BUILDINGS 2 AND 8
02.13.2023	SUBMIT FOR AMENDED SITE PLAN

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48326

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COVER SHEET

CONSTELLATION BAY

VILLAGE OF LAKE ORION
OAKLAND COUNTY
MICHIGAN

Date:	03.16.2022
Scale:	NA
Sheet:	1
Project:	20107.20

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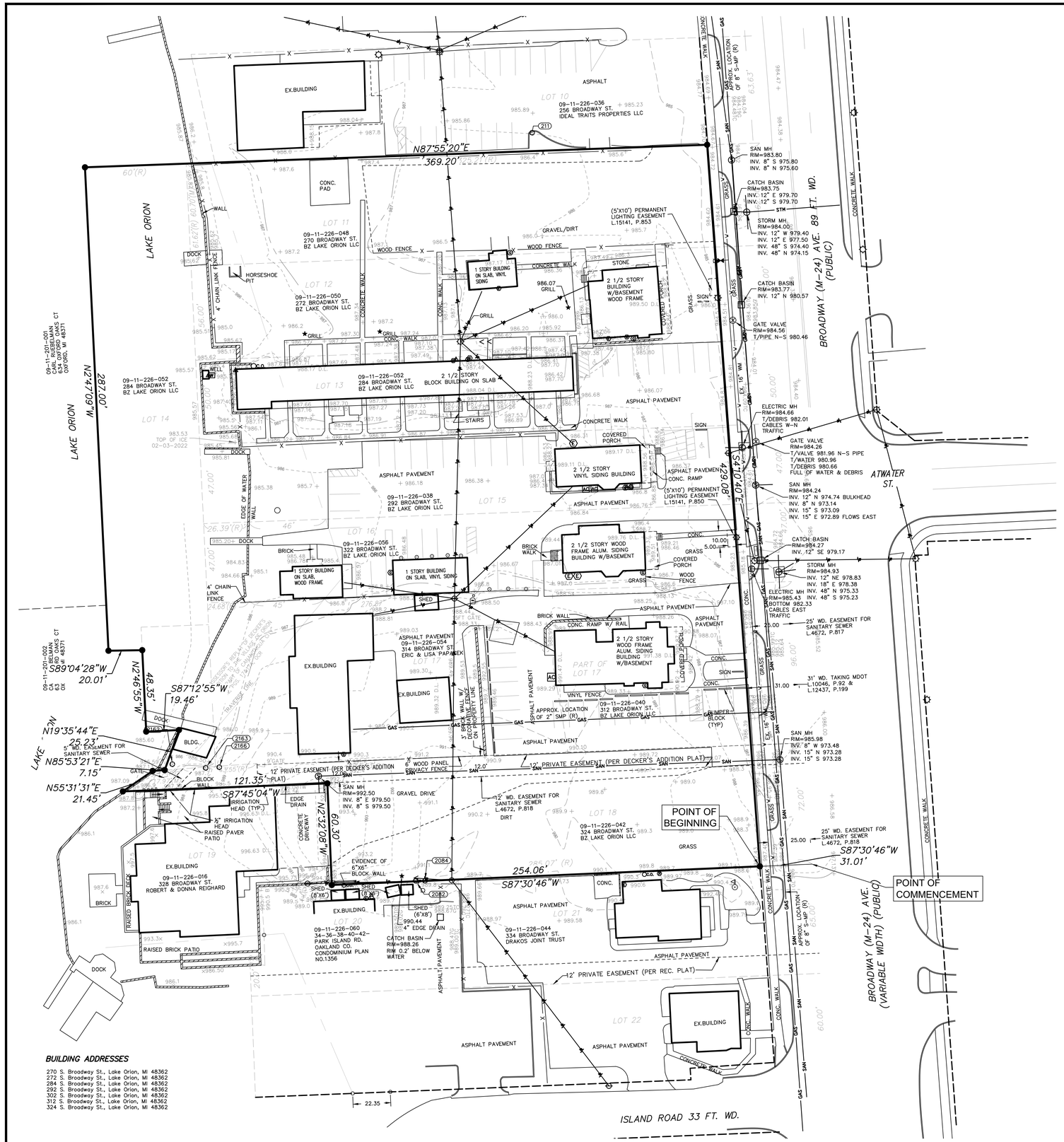
Attachment: 2023-02-17 Constellation Bay Site Plan Set (5812 : Constellation Bay Site Plan Amendment Review)


N87°55'20"E
369.20'
S87°12'55"W
19.46'
S89°04'28"W
20.01'
N24°55'5"W
48.35'
N19°35'44"E
25.23'
N85°53'21"E
7.15'
N55°31'31"E
21.45'
S87°45'04"W
121.35' (PLAT)
N2°32'08"W
69.10'
S87°30'46"W
254.06'
S87°30'46"W
31.01'
N2°47'09"W
282.00'
S4°10'40"E
229.08'
LAKE ORION
BROADWAY (M-24) AVE. 89 FT. WD. (PUBLIC)
ATWATER ST.
BROADWAY (M-24) AVE. (VARIABLE WIDTH) (PUBLIC)
ISLAND ROAD 33 FT. WD.
POINT OF BEGINNING
POINT OF COMMENCEMENT
EX.BUILDING
ASPHALT
CONC. PAD
WOOD FENCE
GRAVEL/DIRT
CONCRETE WALK
1 STORY BUILDING ON SLAB, VINYL SIDING
2 1/2 STORY BUILDING W/BASEMENT WOOD FRAME
2 1/2 STORY BLOCK BUILDING ON SLAB
2 1/2 STORY VINYL SIDING BUILDING
2 1/2 STORY WOOD FRAME ALUM. SIDING BUILDING W/BASEMENT
1 STORY BUILDING ON SLAB, WOOD FRAME
SHED
DOCK
BLDG.
HORSESHOE PIT
4' CHAIN LINK FENCE
BRICK WALL
CONC. RAMP W/ RAIL
VINYL FENCE
6' WOOD PANEL PRIVACY FENCE
GRAVEL DRIVE
ASPHALT PAVEMENT
CONC. RAMP
CONCRETE DRIVEWAY
EDGE DRIVE
IRRIGATION HEAD (TYP.)
½" IRRIGATION HEAD
RAISED PAVER PATIO
RAISED BRICK PATIO
RAISED BRICK PORCH
EDGE OF WATER
STAIRS
COVERED PORCH
GRASS
STONE
SIGN
BUMPER BLOCK (TYP)
09-11-226-036
256 BROADWAY ST.
IDEAL TRAITS PROPERTIES LLC
09-11-226-048
270 BROADWAY ST.
BZ LAKE ORION LLC
09-11-226-050
272 BROADWAY ST.
BZ LAKE ORION LLC
09-11-226-052
284 BROADWAY ST.
BZ LAKE ORION LLC
09-11-226-038
292 BROADWAY ST.
BZ LAKE ORION LLC
09-11-226-056
322 BROADWAY ST.
BZ LAKE ORION LLC
09-11-226-054
314 BROADWAY ST.
ERIC & LISA PAPACK
09-11-226-040
312 BROADWAY ST.
BZ LAKE ORION LLC
09-11-226-042
324 BROADWAY ST.
BZ LAKE ORION LLC
09-11-226-016
328 BROADWAY ST.
ROBERT & DONNA REIGHARD
09-11-226-060
34-36-38-40-42-
PARK ISLAND RD.
OAKLAND CO.
CONDOMINIUM PLAN
NO.1356
09-11-226-044
334 BROADWAY ST.
DRAKOS JOINT TRUST
09-11-201-001
CARL RUEBELMAN
634 OXFORD AVE
OXFORD, MI 48371
09-11-201-002
CARL BEUMAN
634 OXFORD AVE
OXFORD, MI 48371
(5'X10') PERMANENT LIGHTING EASEMENT L.15141, P.853
(5'X10') PERMANENT LIGHTING EASEMENT L.15141, P.850
12' PRIVATE EASEMENT (PER DECKER'S ADDITION PLAT)
12' PRIVATE EASEMENT (PER REC. PLAT)
12' WD. EASEMENT FOR SANITARY SEWER L.4672, P.818
25' WD. EASEMENT FOR SANITARY SEWER L.4672, P.818
25' WD. EASEMENT FOR SANITARY SEWER L.4672, P.817
31' WD. TAKING MDOT L.10046, P.92 & L.12437, P.199
APPROX. LOCATION OF 2" SMP (R)
APPROX. LOCATION OF 8" S-MP (R)
SAN MH RIM=983.80 INV. 8" S 975.80 INV. 8" N 975.60
CATCH BASIN RIM=983.75 INV. 12" E 979.70 INV. 12" S 979.70
STORM MH RIM=984.00 INV. 12" W 979.40 INV. 12" E 977.50 INV. 48" S 974.40 INV. 48" N 974.15
CATCH BASIN RIM=983.77 INV. 12" N 980.57
GATE VALVE RIM=984.56 T/PIPE N-S 980.46
ELECTRIC MH RIM=984.66 T/DEBRIS 982.01 CABLES W-N TRAFFIC
GATE VALVE RIM=984.26 T/VALVE 981.96 N-S PIPE T/WATER 980.96 T/DEBRIS 980.66 FULL OF WATER & DEBRIS
SAN MH RIM=984.24 INV. 12" N 974.74 BULKHEAD INV. 8" N 973.14 INV. 15" S 973.09 INV. 15" E 972.89 FLOWS EAST
CATCH BASIN RIM=984.27 INV. 12" SE 979.17
STORM MH RIM=984.93 INV. 12" NE 978.83 INV. 18" E 978.38 INV. 48" N 975.33 INV. 48" S 975.23
ELECTRIC MH RIM=985.43 INV. 48" S 975.23 BOTTOM 982.33 CABLES EAST TRAFFIC
SAN MH RIM=985.98 INV. 8" W 973.48 INV. 15" N 973.28 INV. 15" S 973.28
CATCH BASIN RIM=988.26 RIM 0.2' BELOW WATER
986.07 GRILL
09-11-201-001
09-11-201-002
LOT 10
LOT 11
LOT 12
LOT 13
LOT 14
LOT 15
LOT 16
LOT 17
LOT 18
LOT 19
LOT 20
LOT 21
LOT 22
PART OF LOT 17
211
2163
2166
2084
2082
2083
2085
2086
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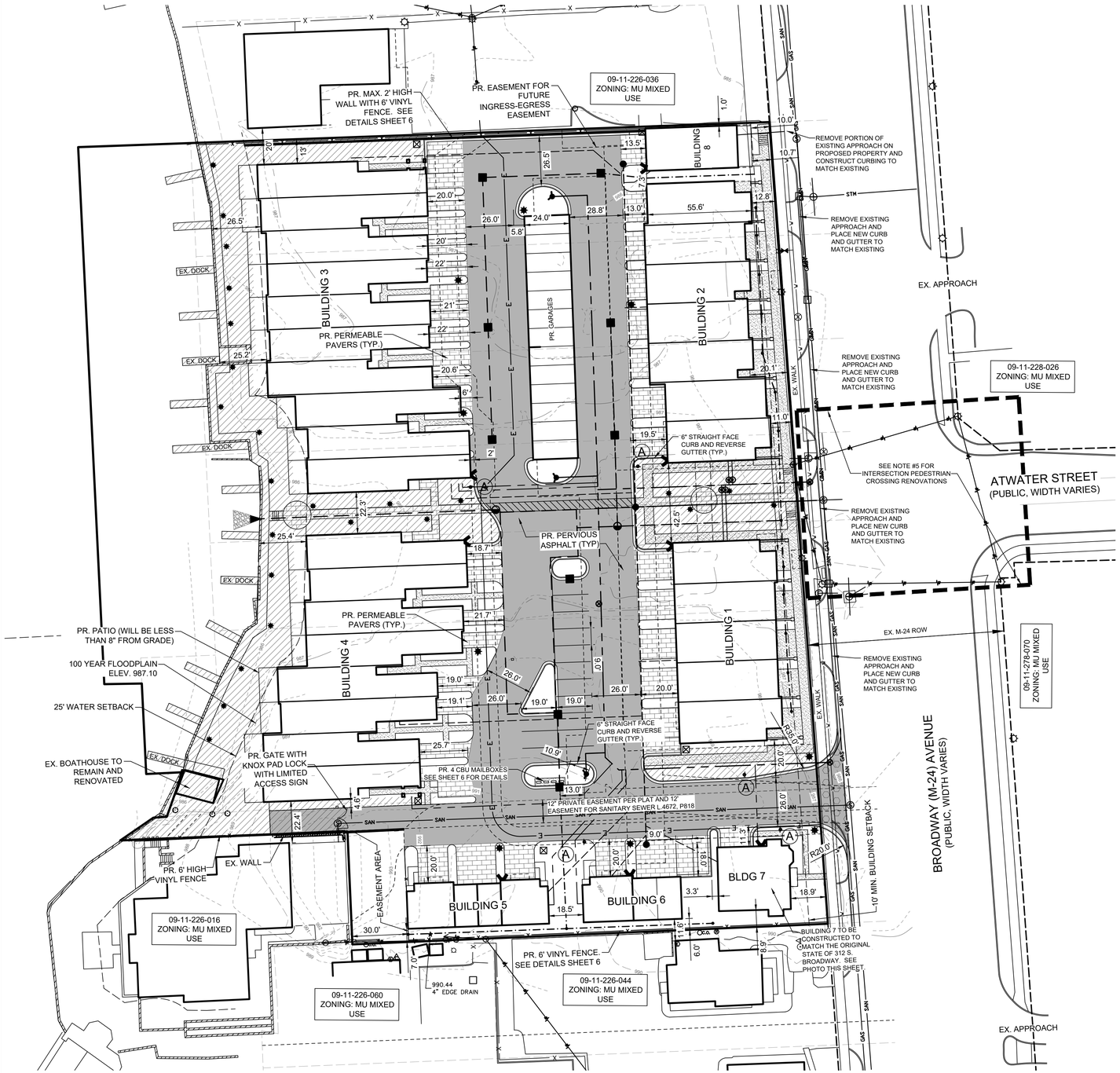


SITE PLAN NOTES:

SITE AREA: 151,510 SF, 3.48 ACRES
INCLUDING 0.52 ACRES OF PLATTED BOTTOMLAND
PER ZONING ORDINANCE 9.03.C.7.B PLATTED BOTTOMLANDS ARE ALLOWED FOR DENSITY CALCULATIONS IN THE MU DISTRICT
ZONING: MU, MIXED USE
ALLOWED DENSITY: 15 RESIDENCES/ACRE
15 RESIDENCES / ACRE x 3.48 ACRES: 52.20 RESIDENCES

PROPOSED RESIDENCES:

STACKED TOWNHOMES	36 RESIDENCES
EFFICIENCY UNITS	2 RESIDENCES
RECONSTRUCTED HISTORICAL HOME	1 RESIDENCE
M-24 - LIVE/WORK	12 RESIDENCES
RELOCATED QUEEN ANNE	1 RESIDENCE
TOTAL	52 RESIDENCES

PROPOSED BEDROOM BREAKDOWN:

2-BEDROOM RESIDENCES	40 RESIDENCES
3-BEDROOM RESIDENCES	12 RESIDENCES
TOTAL	52 RESIDENCES

OPEN SPACE: 21,301 SF / 0.79 ACRES
14%

PARKING:

REQUIRED: MULTI-FAMILY REQUIREMENTS
2 SPACES PER UNIT
52 x 2 = 104 SPACES
TOTAL REQUIRED: 104 SPACES

PROVIDED:

GARAGE SPACES	69 SPACES
DRIVEWAY SPACES	39 SPACES
OFF-STREET SPACES	23 SPACES
TOTAL SPACES	131 SPACES

NOTES:
1. CONSTELLATION BAY IS PROPOSED MULTI-FAMILY RESIDENCE COMMUNITY WITH OPTION LIVE/WORK UNITS ALONG M-24.
2. TRASH RECEPTACLES WILL BE STORED IN THE RESIDENCE GARAGES AND ROLLED OUT ON GARBAGE DAY.
3. (A) NO PARKING FIRE LANE SIGN.
4. ACCESS TO PARCEL 09-11-226-016 SHALL BE MAINTAINED AT ALL TIMES.
5. PEDESTRIAN CROSSWALK STRIPING IS PROPOSED TO BE IMPROVED FOR BETTER VISIBILITY. THE SOUTH WALK CROSSING M-24 WILL BE ELIMINATED ALONG WITH EXISTING ADA RAMPS AT THAT LOCATION FOR BETTER VEHICULAR MOVEMENTS AND PEDESTRIAN SAFETY. ALL CROSSWALK CHANGES WILL BE COORDINATED WITH MDOT.

AREA, HEIGHT, BULK AND PLACEMENT REGULATIONS:

SETBACKS

	PROPOSED	REQUIRED
FRONT (MINIMUM)	10'	10'
FRONT (MAXIMUM)	20.7'	25'
WATER	25'	25'
SIDE	1'	0'
MAX. LOT COVERAGE	32%	50%

BUILDING HEIGHTS:
BUILDINGS 1 & 2 - 35'-8 5/64"
BUILDINGS 3 & 4 - 35'-9 1/16"
BUILDING 5 - 26'-3"
BUILDING 6 - 26'-4 39/64"
BUILDING 7 - 26'-3"
BUILDING 8 - 25'-4"
GARAGES - 15'-11 43/64"

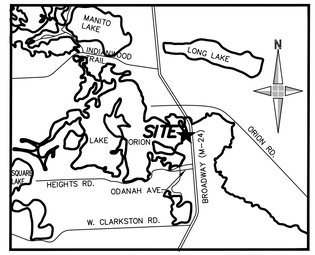
EXISTING
IMPERVIOUS AREA - 65,345 SF, 43%%
PERVIOUS AREA - 63,578 SF, 42%
WATER AREA - 22,587 SF, 15%

PROPOSED
IMPERVIOUS TOTAL - 56,860 SF, 38%
IMPERVIOUS PAVEMENT - 8,333 SF, 6%
IMPERVIOUS BUILDING - 48,527 SF, 32%

PERVIOUS TOTAL - 72,161 SF, 47%
PERVIOUS PAVEMENT - 41,535 SF, 27%
PERVIOUS GREEN SPACE - 30,626 SF, 20%

WATER AREA - 22,587 SF, 15%

ORIGINAL STATE OF OF 312 S.BROADWAY



LOCATION MAP
(NOT TO SCALE)

LEGEND

- PR GATE VALVE AND WELL
- PR HYDRANT
- PR VALVE AND BOX
- PR WATERMAIN
- PR STORM CATCH BASIN
- PR STORM MANHOLE
- PR STORM END SECTION
- PR STORM END SECTION
- PR RIP RAP
- PR STORM SEWER
- PR CLEAN OUT
- PR SANITARY MANHOLE
- PR SANITARY SEWER
- PR TRANSFORMER
- E — PR UNDERGROUND ELECTRIC SERVICE
- PR LIGHT FIXTURE (SEE LIGHTING PLAN FOR TYPE OF FIXTURE)
- GAS — PR UNDERGROUND GAS SERVICE
- T — PR UNDERGROUND TELEPHONE SERVICE
- 4 — PR UTILITY CROSSING
- 941 — PR CONTOUR MINOR (1')
- 940 — PR CONTOUR MAJOR (5')
- x 940.20 — PR SPOT ELEVATION
- PR SWALE
- PR CURB AND GUTTER
- PR REVERSE CURB AND GUTTER
- PR PERVIOUS ASPHALT
- PR CONCRETE PAVEMENT
- PR M-24 APPROACH PAVEMENT
- PR PERVIOUS PAVERS
- PR OPEN SPACE

N

0 30' 60'
SCALE: 1" = 30'

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01.18.2023	REVISED BUILDINGS 2 AND 8
02.13.2023	SUBMIT FOR AMENDED SITE PLAN

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248.340.9400

SITE AND PAVING PLAN

CONSTELLATION BAY
VILLAGE OF LAKE ORION
OAKLAND COUNTY
MICHIGAN

Date:	03.16.2022
Scale:	1"=30'
Sheet:	3
Project:	20107.20

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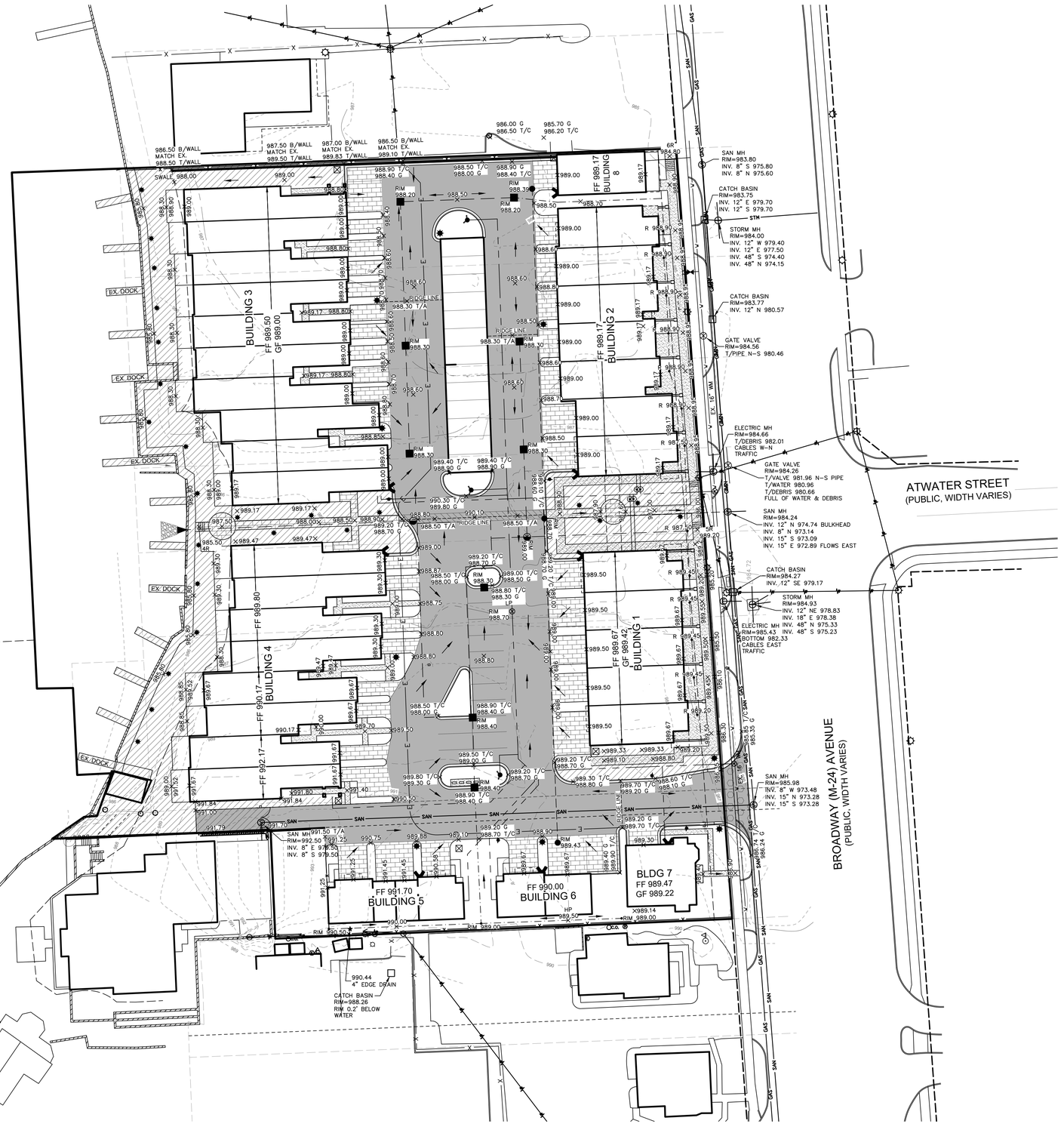
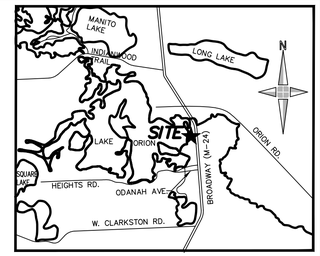
H:\20\20\10\20\10720 Constellation Bay\Design\CAD\Site Plan Documents\03 Site and Paving Plan.dwg

Attachment: 2023-02-17 Constellation Bay Site Plan Set (5812 : Constellation Bay Site Plan Amendment Review)





LOCATION MAP
(NOT TO SCALE)

ADA NOTES:

1. WALKS: CROSS SLOPES SHALL NOT EXCEED 2% AND LONGITUDINAL SLOPES SHALL NOT EXCEED 5%.
2. LANDINGS: CROSS AND LONGITUDINAL SLOPES SHALL NOT EXCEED 2% ON ALL LANDINGS.
3. RAMPS: CROSS SLOPES SHALL NOT EXCEED 2% AND LONGITUDINAL SLOPES SHALL NOT EXCEED 8.3%.

ABBREVIATIONS:

PW - PERMANENT WATER ELEVATION
HW - HIGH WATER / 100 YEAR STORM ELEVATION
FB - FREEBOARD ELEVATION
CD - CURB DROP FOR WALK
T/C - TOP OF CURB
G - GUTTER
T/A - TOP OF ASPHALT
BR - BOTTOM OF RAMP
TR - TOP OF RAMP
R - RAMP
L - LANDING
T/WALL - TOP OF WALL
B/WALL - BOTTOM OF WALL

LEGEND

- PR GATE VALVE AND WELL
- PR HYDRANT
- PR VALVE AND BOX
- PR WATERMAIN
- PR STORM CATCH BASIN
- PR STORM MANHOLE
- PR STORM END SECTION
- PR STORM END SECTION
- PR RIP RAP
- PR STORM SEWER
- PR CLEAN OUT
- PR SANITARY MANHOLE
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- PR LIGHT FIXTURE (SEE LIGHTING PLAN FOR TYPE OF FIXTURE)
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- PR M-24 APPROACH PAVEMENT
- PR PERVIOUS PAVERS
- PR OPEN SPACE

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0 30' 60'
SCALE: 1" = 30'

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PRELIMINARY GRADING PLAN

CONSTELLATION BAY
VILLAGE OF LAKE ORION
OAKLAND COUNTY
MICHIGAN

Date:	03.16.2022
Scale:	1"=30'
Sheet:	4
Project:	20107.20

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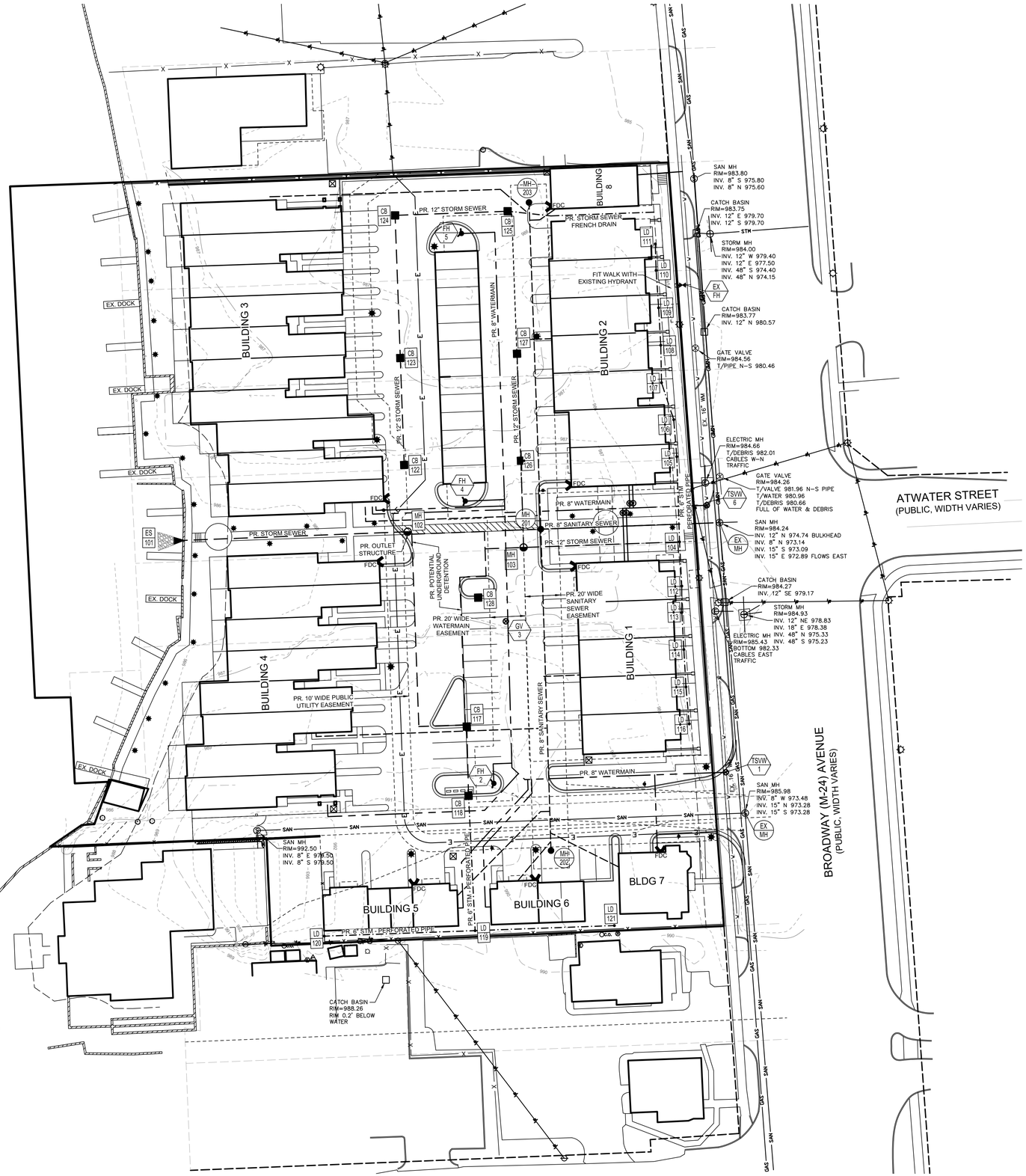

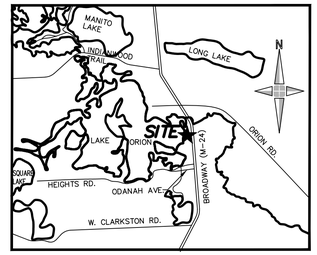

LOCATION MAP
(NOT TO SCALE)

WATERMAIN NOTES OF INTENT:

1. ALL PROPOSED WATERMAIN SHALL BE 8" AND CENTERED IN A 20' WIDE PUBLIC EASEMENT. WATERMAIN SHALL CONNECT TO EXISTING MAIN IN M-24.
2. THE COVER OVER EXISTING AND PROPOSED WATERMAIN SHALL HAVE A MINIMUM COVER OF 5.5'

SANITARY SEWER NOTES OF INTENT:

1. ALL PROPOSED SANITARY SEWER SHALL BE 8" AND CENTERED IN A 20' WIDE PUBLIC EASEMENT.
2. SANITARY LEADS SHALL BE 6" AND AT A MINIMUM SLOPE OF 1.00%.
3. PROPOSED SANITARY SEWER SHALL CONNECT TO EXISTING IN M-24.

STORMWATER NOTES OF INTENT:

1. COVER OVER PROPOSED STORM SEWER SHALL BE A MINIMUM OF 2.5'.
2. THE ULTIMATE STORM SEWER OUTLET IS TO LAKE ORION.
3. THE STORM SEWER OUTLET SHALL BE IN ACCORDANCE WITH THE VILLAGE OF LAKE ORION AND THE OAKLAND COUNTY WATER RESOURCES COMMISSIONER.
4. STORM SEWER SHALL BE A PRIVATE SYSTEM.
5. STORMWATER SHALL INFILTRATE THRU PERVIOUS PAVEMENT AND PAVERS. POTENTIAL UNDERGROUND DETENTION WILL BE COORDINATED WITH VILLAGE ENGINEER. FINAL DESIGN AND REQUIREMENTS WILL BE DEPICTED ON FINAL ENGINEERING PLANS.

LEGEND

- PR GATE VALVE AND WELL
- PR HYDRANT
- PR VALVE AND BOX
- PR WATERMAIN
- PR STORM CATCH BASIN
- PR STORM MANHOLE
- PR STORM END SECTION
- PR STORM END SECTION
- PR RIP RAP
- PR STORM SEWER
- PR CLEAN OUT
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- PR CONTOUR MINOR (1')
- PR CONTOUR MAJOR (5')
- PR SPOT ELEVATION
- PR SWALE
- PR CURB AND GUTTER
- PR REVERSE CURB AND GUTTER

N

0 30' 60'

SCALE: 1" = 30'

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08.22.2022	REVISED FOR SITE PLAN APPROVAL
09.01.2022	REVISED FOR SITE PLAN APPROVAL
09.12.2022	REVISED FOR SITE PLAN APPROVAL
09.21.2022	REVISED PER PLANNER / ENGINEER MEETING
01.18.2023	REVISED BUILDINGS 2 AND 8
02.13.2023	SUBMIT FOR AMENDED SITE PLAN

Developed For:

MOCERI COMPANIES

3500 UNIVERSITY DRIVE
AUBURN HILLS, MI
48326

248.340.9400

PRELIMINARY UTILITY PLAN

CONSTELLATION BAY

VILLAGE OF LAKE ORION
OAKLAND COUNTY
MICHIGAN

Date:	03.16.2022
Scale:	1"=30'
Sheet:	5
Project:	20107.20

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Attachment: 2023-02-17 Constellation Bay Site Plan Set (5812 : Constellation Bay Site Plan Amendment Review)

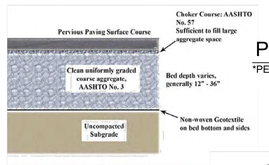
H:\20\20107.20 Constellation Bay\Design\CAD\Site Plan Documents\50 Utility Plan.dwg

GENERAL NOTES:

1. ALL CONSTRUCTION SHALL BE PERFORMED IN ACCORDANCE WITH THE CURRENT STANDARDS AND SPECIFICATIONS OF THE VILLAGE OF LAKE ORION, OAKLAND COUNTY WATER RESOURCES COMMISSIONER, AND THE MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES AND ENERGY.
2. ALL WORK WITHIN THE OAKLAND COUNTY ROAD COMMISSION OR MDOT RIGHT-OF-WAY SHALL BE IN ACCORDANCE WITH SUPPLEMENTAL PERMIT SPECIFICATIONS AND BY PERMIT ONLY.
3. ALL PERMITS REQUIRED SHALL BE OBTAINED BY THE CONTRACTOR. ALL PERMIT FEES, BONDS, AND INSURANCE REQUIRED BY THE ISSUING AGENCIES SHALL BE PROVIDED BY THE CONTRACTOR, AND MUST BE KEPT CURRENT. THE CONTRACTOR IS RESPONSIBLE FOR ALL OTHER FEES, INSPECTION COSTS, ETC., AND SHALL ADHERE TO ALL REQUIREMENTS SET FORTH IN SAID PERMITS.
4. 72 HOURS PRIOR TO EXCAVATION, THE CONTRACTOR SHALL NOTIFY MISS DIG (1-800-482-7171) FOR LOCATION OF UNDERGROUND AND CABLE FACILITIES, AND SHALL NOTIFY REPRESENTATIVES OF OTHER UTILITIES LOCATED IN THE VICINITY OF THE WORK.
5. UTILITY INFORMATION SHOWN ON THE PLANS WAS OBTAINED FROM UTILITY OWNERS AND MAY OR MAY NOT BE ACCURATE AND COMPLETE. CONTRACTOR SHALL VERIFY AND/OR OBTAIN ANY INFORMATION NECESSARY REGARDING THE PRESENCE OF UNDERGROUND UTILITIES WHICH MIGHT HAVE AN EFFECT ON THIS PROJECT, AND SHALL BE RESPONSIBLE FOR ANY DAMAGE TO ANY PUBLIC OR PRIVATE UTILITIES, SHOWN OR NOT SHOWN ON THE PLANS.
6. THE UTILITY POLES SHOWN ON THESE DRAWINGS ARE INTENDED TO SHOW ONLY THE LOCATION OF EXISTING POLES. THE CONTRACTOR IS RESPONSIBLE FOR DETERMINING THE QUANTITY AND DIRECTION OF OVERHEAD LINES.
7. THE CONTRACTOR SHALL PROVIDE FOR CONTROLLED ACCESS TO THE SITE FOR USE BY THE VARIOUS WORK FORCES, EMERGENCY VEHICLES, OCCUPANTS, VISITORS, ETC, THROUGHOUT CONSTRUCTION. THIS ACCESS MUST PROVIDE FOR THE REMOVAL OF MUD FROM VEHICLES TIRES. ROADWAYS AND DRIVEWAYS SHALL BE MAINTAINED AND OPEN FOR EMERGENCY VEHICLES AT ALL TIMES. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE RESIDENTS AND BUSINESSES, WHOSE DRIVEWAYS ARE AFFECTED BY HIS SCHEDULE, 24 HOURS IN ADVANCE. CONTRACTOR SHALL SCHEDULE CONSTRUCTION AT NON-PEAK USE HOURS AND SHALL MINIMIZE DRIVEWAY CLOSURE BY EXPEDITING CONSTRUCTION.
8. DURING CONSTRUCTION, CONTRACTOR MAY ENCOUNTER SPRINKLER HEADS, PIPING, LIGHTING, AND BURIED ELECTRICAL CABLE, MAILBOXES, FENCES, SIGNS, ETC. CONTRACTOR SHALL REPLACE AND/OR RESTORE ALL COMPONENTS OF SUCH SYSTEMS. THIS WORK SHALL BE INCIDENTAL TO THE PROJECT.
9. RIGHT-OF-WAYS AND FRONT OF LOTS DISTURBED BY CONSTRUCTION SHALL BE RESTORED BY TOPSOIL, SEED AND MULCH.
10. THE CONTRACTOR IS REQUIRED TO CONFINE CONSTRUCTION ACTIVITIES TO THE LIMITS OF THE SITE AS SHOWN ON THE CONSTRUCTION PLANS. ANY DAMAGE OR DISRUPTION TO ADJACENT SITES IS THE RESPONSIBILITY OF THE CONTRACTOR TO CORRECT IMMEDIATELY. NO OFF-SITE WORK SHALL BE PERFORMED OUTSIDE OF PUBLIC RIGHTS-0F-WAY OR DEDICATED EASEMENTS WITHOUT PRIOR WRITTEN APPROVAL OF THE PROPERTY OWNER.
11. GREAT CARE SHALL BE TAKEN TO AVOID DAMAGE TO VEGETATION OUTSIDE THE CLEARING AND GRUBBING LIMITS. NO DRIVING OR PARKING OF VEHICLES AND/OR STORAGE OF MATERIALS AND SUPPLIES SHALL BE PERMITTED OUTSIDE THE LIMITS OF CONSTRUCTION.
12. THE PROTECTION OF EXISTING TREES, AS REQUIRED, SHALL BE SOLELY THE CONTRACTOR'S RESPONSIBILITY.
13. FINAL CLEANUP AND RESTORATION SHALL CONSIST OF FINE GRADING OF CONSTRUCTION AREAS, REMOVAL OF CONSTRUCTION SIGNS, ETC, TOPSOIL SHALL BE SPREAD OVER ALL DISTURBED AREAS, FOLLOWED BY SEED, FERTILIZER AND EROSION MAT OR STRAW MULCH, OR AS FURTHER REQUIRED BY THE LANDSCAPING PLANS AND SPECIFICATIONS. ALL REQUIRED RESTORATION ITEMS NOT SPECIFICALLY IDENTIFIED AS A PAY ITEM SHALL BE CONSIDERED INCIDENTAL TO THE CONTRACT.
14. ALL RESTORATION SHALL BE SPECIFIED ON THE PLANS AND IN THE SPECIFICATIONS, NON PAY ITEMS SHALL BE INCIDENTAL TO THE PROJECT.
15. THE CONTRACTOR AND/OR HIS SUBCONTRACTORS SHALL NOTIFY THE VILLAGE OF LAKE ORION, ORION TOWNSHIP FIRE DEPARTMENT, THE ORION TOWNSHIP POLIC DEPARTMENT, MDOT AND THE OAKLAND COUNTY ROAD COMMISSION TWO (2) WEEKS PRIOR TO THE BEGINNING OF CONSTRUCTION.
16. THE CONTRACTOR SHALL PROVIDE NECESSARY SIGNS, BARRICADES, AND LIGHTS TO PROTECT THE TRAFFIC AND THE WORK AS DIRECTED BY THE FIELD ENGINEER OR THE ROADWAY JURISDICTIONAL AGENCY. ALL TRAFFIC CONTROL SHALL BE IN ACCORDANCE WITH THE MICHIGAN MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MMUTCD.)
17. ALL LOT MARKERS AND MONUMENT POINTS DISTURBED DURING CONSTRUCTION SHALL BE REPLACED BY A REGISTERED LAND SURVEYOR AT THE EXPENSE OF THE CONTRACTOR.
18. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DEWATERING REQUIRED TO CONSTRUCT THE PROPOSED UTILITIES AND SHALL BE DONE PER APPROVED DEWATERING PLAN. COST OF DEWATERING SHALL BE INCIDENTAL TO THE PROJECT.

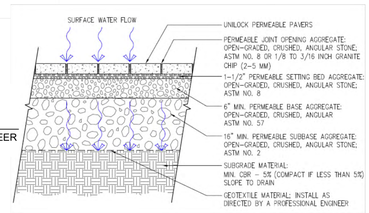
DEMOLITION NOTES:

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



PERVIOUS ASPHALT SECTION

PER WCWRC MANUAL, TO BE DESIGNED BY GEOTECHNICAL ENGINEER FOR SITE SPECIFIC CONDITIONS



PERMEABLE PAVER SECTION

TO BE DESIGNED BY GEOTECHNICAL ENGINEER FOR SITE SPECIFIC CONDITIONS

GRADING NOTES:

1. EXCESS EXCAVATION SHALL BE DISPOSED OF BY THE CONTRACTOR. COST OF DISPOSAL WILL BE INCIDENTAL TO THE PROJECT.
2. THE FINAL SUB-GRADE SHALL BE THOROUGHLY PROOF-ROLLED UNDER THE OBSERVATION OF THE SOILS ENGINEER.
3. NO FROZEN MATERIAL SHALL BE PERMITTED AS BACKFILL UNDER ANY ROADWAY, DRIVEWAY OR PARKING AREA.
4. PRIOR TO THE START OF ANY FILLING, THE CONTRACTOR SHALL REMOVE ALL TOPSOIL AND ALL OTHER UNACCEPTABLE SOIL FROM THE FILL AREAS, AND PROPERLY BACKFILL WITH ACCEPTABLE SOIL.
6. GENERAL GRADING REQUIREMENTS ARE AS FOLLOWS:
   A. FINISH GRADE AT EXISTING BUILDING SHALL MATCH BRICK LEDGES, DOORWAYS OR BASEMENT WINDOWS
   B. MAINTAIN POSITIVE DRAINAGE AWAY FROM ALL BUILDING: 5% WITHIN THE FIRST 10' AND 2% AFTER.
   C. SIDEWALK CROSS SLOPE SHALL BE NO MORE THAN 2%.
   D. PAVEMENT SLOPES (1.0% MINIMUM, 4.0% MAXIMUM) UNIFORMLY BETWEEN FINISH GRADE ON PLANS
   E. LAWN AREAS ± 2% MINIMUM TO 25% (BERMS) MAXIMUM
9. PRIOR TO THE PLACEMENT OF ANY BASE ASPHALT OR LEVELING COURSE, THE CURBS SHALL BE PARTIALLY BACKFILLED AND THE SUB-GRADE SHALL BE PROOF-ROLLED UNDER THE SUPERVISION OF THE SOILS ENGINEER.
10. ALL SIDEWALK AND PATHWAYS IN ANY PUBLIC R.O.W. SHALL BE INSPECTED BY THE AGENCY WITH JURISDICTION.

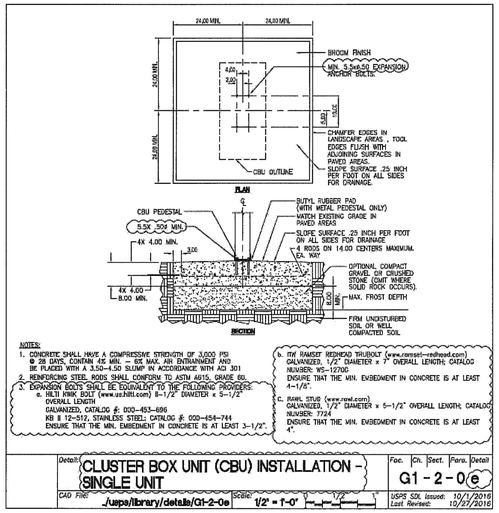
PAVING NOTES:

1. THE PAVING CONTRACTOR SHALL BE REQUIRED TO COORDINATE THE INSTALLATION OF GAS, ELECTRIC, PHONE, CABLE, SPRINKLERS, ETC. IN SUCH A MANNER THAT WILL FACILITATE THEIR PROPER INSTALLATION PRIOR TO PLACING THE PAVEMENT MATERIALS. ENSURE THAT ALL REQUIRED PIPES, CONDUITS, CABLES AND SLEEVES ARE PROPERLY PLACED AND THAT THE TRENCHES ARE PROPERLY BACKFILLED AND COMPACTED.
2. BUTT JOINTS SHALL BE PLACED AT ALL LOCATIONS WHERE AN EXISTING ASPHALT PAVEMENT SURFACE IS BEING DISTURBED BY REMOVALS AND/OR THE INSTALLATION OF NEW ASPHALT PAVEMENT.
3. ALL PAVEMENT AREAS SHOULD BE CLEARED AND GRUBBED BY REMOVING SURFACE VEGETATION, TOPSOIL, DEBRIS AND OTHER DELETERIOUS MATERIALS.
4. THE PLACEMENT OF THE FINAL ASPHALT LIFT SHALL BE DELAYED UNTIL THE MAJORITY OF THE CONSTRUCTION ACTIVITIES HAVE BEEN COMPLETED, OR AS APPROVED BY THE OWNER. A BOND COAT OF SS-1H EMULSION SHALL BE APPLIED (AT A RATE OF 0.10 GALLONS/S.Y.D.) BETWEEN THE LEVELING AND WEARING COURSE WHEN 48 HOURS HAVE ELAPSED BETWEEN PLACEMENTS.
6. PROPOSED AGGREGATE BASE SHALL EXTEND A MINIMUM OF 1 FOOT BEYOND THE PAVEMENT EDGE/BACK OF CURB.
7. ALL BARRIER FREE RAMPS, WALK, LANDINGS AND CURBS SHALL BE A.D.A. COMPLIANT AND MEET MDOT STANDARD PLAN R-28.
8. DIMENSIONS ARE TO FACE OF CURB.

UTILITY NOTES:

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

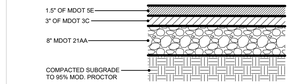
APPENDIX A – Cluster Box Unit Installation Single Unit



NOTES:
1. CONCRETE SHALL HAVE A COMPRESSIVE STRENGTH OF 3,500 PSI @ 28 DAYS, CONTAIN 4% MIN. – 6% MAX. AIR ENTRAINMENT AND BE PLACED WITH A 3.50–4.50 SLUMP IN ACCORDANCE WITH ACI 301
2. REINFORCING STEEL RODS SHALL CONFORM TO ASTM A615, GRADE 60.
3. EXPANSION BOLTS SHALL BE EQUIVALENT TO THE FOLLOWING PROVIDERS:
   a. HILTI KWIK BOLT (www.us.hilti.com) 8–1/2" DIAMETER x 5–1/2" OVERALL LENGTH GALVANIZED, CATALOG #: 003–453–496
   KB II 12–512, STAINLESS STEEL: CATALOG #: 003–454–744
   ENSURE THAT THE MIN. EMBEDMENT IN CONCRETE IS AT LEAST 3–1/5".
   b. ITW RAMSET REDHEAD TRUBOLT (www.ramset–redhead.com) GALVANIZED, 1/2" DIAMETER x 7" OVERALL LENGTH; CATALOG NUMBER: WS–12700
   ENSURE THAT THE MIN. EMBEDMENT IN CONCRETE IS AT LEAST 4–1/5".
   c. RAWL STUD (www.rawl.com) GALVANIZED, 1/2" DIAMETER x 5–1/2" OVERALL LENGTH; CATALOG NUMBER: 7724
   ENSURE THAT THE MIN. EMBEDMENT IN CONCRETE IS AT LEAST 4

Detail: CLUSTER BOX UNIT (CBU) INSTALLATION – SINGLE UNIT
CAD File: .../uspo/library/details/G1-2-0e
Scale: 1/2" = 1'-0"
Fac. | Ch. | Sect. | Para. | Detail: G1 - 2 - 0 e
USPS SDL Issued: 10/1/2016
Last Revised: 10/27/2016

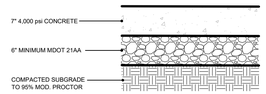
TYPICAL 6' HIGH VINYL FENCE IMAGE



SITE ASPHALT PAVEMENT SECTION

NOTE:
1. IF ANY OF THE EXISTING BASE CANNOT BE UTILIZED, IT SHALL BE REMOVED AND REPLACED WITH MDOT 21AA MATERIAL.
2. THE PLACEMENT OF THE FINAL LIFT OF ASPHALT SHALL BE DELAYED UNTIL THE MAJORITY OF THE CONSTRUCTION HAS BEEN COMPLETED, OR AS DIRECTED BY THE ENGINEER.
3. A BOND COAT OF SS-1H EMISSION SHALL BE APPLIED (AT A RATE OF 0.10 gal/sy/d) BETWEEN THE LEVELING AND WEARING COURSE WHEN 48 HOURS HAVE ELAPSED BETWEEN PLACEMENT.

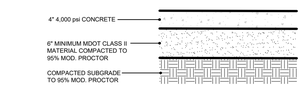
HMA PAVEMENT
N.T.S.



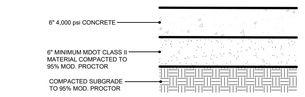
7" PAVEMENT SECTION

NOTE:
1. IF ANY OF THE EXISTING BASE CANNOT BE UTILIZED, IT SHALL BE REMOVED AND REPLACED WITH MDOT 21AA MATERIAL.
2. BROOM FINISH SURFACE.
3. IF NOT INDICATED ON THE PLANS THE CONTRACTOR SHALL SUBMIT A JOINTING PLAN PRIOR TO PLACEMENT OF CONCRETE PAVEMENT.

CONCRETE PAVEMENT
N.T.S.



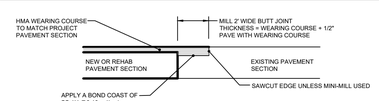
4" CONCRETE SIDEWALK



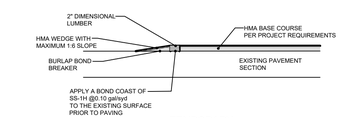
6" CONCRETE SIDEWALK

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

CONCRETE SIDEWALK
N.T.S.

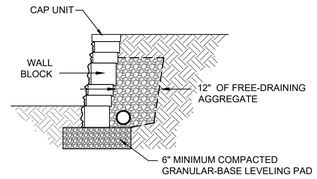


BUTT JOINT



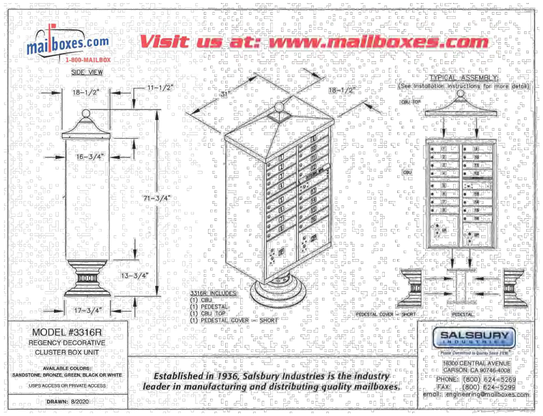
TEMPORARY CONSTRUCTION JOINT

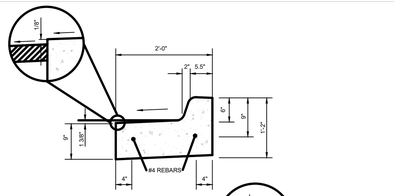
HMA JOINTS
N.T.S.



NOTE:
1. TYPICAL LANDSCAPE WALL SECTION. SECTION TO BE VERIFIED WITH WALL MANUFACTURER AND CUSTOMIZED PER SUPPLIER REQUIREMENTS.

TYPICAL LANDSCAPE WALL DETAIL
N.T.S.





NOTE:
1. USE MDOT 35P CONCRETE UNLESS OTHERWISE NOTED.
2. REFER TO PLANS FOR LOCATIONS OF STANDARD AND REVERSE CURB.
3. CONTRACTOR SHALL SMOOTHLY TRANSITION BETWEEN STANDARD AND REVERSE CURB.

CONCRETE CURB & GUTTER
N.T.S.

giffels webster
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Executive:	MP
Manager:	NS
Designer:	-
Quality Control:	MP
Section:	11
	T-04-N R-10-E

Professional Seal:

Know what's below. Call before you dig.

DATE:	ISSUE:
07.13.2022	SUBMIT FOR SITE PLAN APPROVAL
07.27.2022	REVISE PER FIRE MARSHAL REVIEW
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SITE NOTES AND DETAILS

CONSTELLATION BAY
VILLAGE OF LAKE ORION
OAKLAND COUNTY
MICHIGAN

Date:	03.16.2022
Scale:	NA
Sheet:	6
Project:	20107.20

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giffels webster

Detention Design

Project Name	Constellation Bay
Project Number	20107.20
Completed By	NMS
Working Date	09.12.2022
Jurisdiction	Oakland County

Weighted "C" Calculation

	Area (acres)	C	Area x C
Building Roofs	1.11	0.95	1.05
Pavement	0.19	0.95	0.18
Pervious Pavement	0.95	0.50	0.48
Lawn Areas	0.71	0.30	0.21
Total	2.96		1.92

C_P = Area x C / Area = 1.92 / 2.96 = **0.65**

Channel Protection Volume Control

The required Channel Protection Volume (VCP-R) is the post-development site runoff volume from a 1.3-inch rainfall event. CPVC also promotes groundwater recharge, stabilizes flow rates and baseflow in our natural watercourses, and addresses water quality control criteria (Total Suspended Solids).

C Factor = 0.65 | Property Area = 2.96 acres

Req. Channel Protection Volume V_{CP-R} = 4,719 x A x C

= 4,719 x 2.96 x 0.65

= **9,075 cubic feet**

Channel Protection Rate Control: Extended Detention

Extended Detention is required for the site's post-development runoff volume from a 1.9-inch rainfall event. This **Extended Detention Volume (V_{ED})** shall be dewatered in not less than 48 hours.

C Factor = 0.65 | Property Area = 2.96 acres

Extended Detention Volume V_{ED} = 6,897 x A x C

= 6,897 x 2.96 x 0.65

= **13,263 cubic feet**

Water Quality Control

Mechanical Separators: Mechanical separators designed for the required TSS removal at a **peak flow rate (Q_{WQ})** generated by a 1-year peak flow

Calculate Time of Concentration - Time required for water to travel from the hydraulically most remrmote point of the drainage sub-area to a design point

Sheet Flow (no more than 300')

K = 0.48 | S = 1.00 Slope of flow path in percent

Velocity of sheet flow, v_{sheet} = K x $S^{0.5}$

v_{sheet} = 0.48 x 1.00$^{0.50}$

v_{sheet} = 0.48 ft/s

L = 165 ft Flow Length

Travel Time, T_{sheet} = L / 3,600 / v_{sheet}

T_{sheet} = 165 / 3,600 / 0.48

T_{sheet} = 0.10 hours = 5.73 minutes

Pipe Flow

T_{pipe} = 15.00 minutes (from pipe network calculations, subtract initial Tc (15 or 20 minutes) from ending Tc)

Time of Concentration T_c = T_{sheet} + T_{pipe}

T_c = 5.73 + 15.00

Time of Concentration T_c = 20.73 minutes

Peak Rainfall Intensity I_1 = 35.44 / (T_C + 9.17)$^{0.81}$

= 35.44 / (20.73 + 9.17)$^{0.81}$

= **2.26 inches / hour**

C Factor = 0.65 | I_1 = 2.26 in/hr | Property Area = 2.96 acres

Peak Flow Rate Q_{WQ} = C x I_1 x A

= 0.65 x 2.26 x 2.96

= **4.35 cfs**

Detention and Flood Control

The allowable 100-year post-development peak flow rate (Q_{100R}) shall be approved by the OCWRC office on a case-by-case basis and will be calculated one of two ways: 1. Using the Variable Release Rate (see equations below), 2. County-determined peak flow rate based on a documented County Drain flow capacity or other known downstream. Prior to commencing with site plan design, contact the OCWRC Permitting Department to confirm which of the above methods is more restrictive and will apply to your site.

The **variable release rate (cfs/acre)** is capped at 1.0 cfs/acre for developments 2 acres or less. For all developments equal to or greater than 100 acres, the variable release rate is 0.15 cfs/acre.

Property Area = 2.96 acres

CHECK: 2.96 < 2 acres ? **Q_{WQ} = 1.0 cfs / acre**

CHECK: 2.96 >= 100 acres ? **Q_{WQ} = 0.15 cfs / acre**

Variable Release Rate Q_{WQ} = 1.1055 - 0.206 x ln(A)

= 1.1055 - 0.206 x ln(2.96)

= **0.88 cfs / acre**

Property Area = 2.96 acres

Allowable 100-year Post Development Peak Flow Rate: Q_{100R} = Q_{PRR} x A

Q_{100R} = (Q_{PRR}) x 2.96

Q_{100R} = **2.61 cfs**

C Factor = 0.65 | Property Area = 2.96 acres

100-year Runoff Volume V_{100R} = 18,895 x C x A

= 18,895 x 0.65 x 2.96

= **36,335 cubic feet**

Time of Concentration T_C = 20.73 minutes

100-year Peak Rainfall Intensity I_{100} = 83.3 / (T_C + 9.17)$^{0.81}$

= 83.3 / (20.73 + 9.17)$^{0.81}$

= **5.31 inches / hour**

C Factor = 0.65 | I_{100} = 5.31 in/hr | Property Area = 2.96 acres

100-year Peak Inflow Rate Q_{100IN} = C x I_{100} x A

= 0.65 x 5.31 x 2.96

= **10.22 cfs**

Q_{100P} = 2.61 cfs | Q_{100IN} = 10.22 cfs

Storage Curve Factor R = [0.206 - 0.15ln (Q100P / Q100IN)]

= [0.206 - 0.15ln (2.61 / 10.22)]

= **0.41**

V_{100R} = 36,335 cubic feet | R = 0.41 | V_{CP-R} = 0 cubic feet **(provided CVPC volume)**

Required 100-year Detention Volume V_{100D} = (V_{100R} x R) - V_{CP-R}

= (36,335 x 0.41) - 0

= **14,922 cubic feet**

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

Professional Seal:

811 Know what's **below.** **Call** before you dig.

DATE:	ISSUE:
07.13.2022	SUBMIT FOR SITE PLAN APPROVAL
07.27.2022	REVISE PER FIRE MARSHAL REVIEW
07.28.2022	REVISE PER OWNER
08.09.2022	RESUBMIT FOR SITE PLAN APPROVAL
08.22.2022	REVISED FOR SITE PLAN APPROVAL
09.01.2022	REVISED FOR SITE PLAN APPROVAL
09.12.2022	REVISED FOR SITE PLAN APPROVAL
09.21.2022	REVISED PER PLANNER / ENGINEER MEETING
01.18.2023	REVISED BUILDINGS 2 AND 8
02.13.2023	SUBMIT FOR AMENDED SITE PLAN

Developed For:

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48326

248.340.9400

STORMWATER MANAGEMENT CALCULATIONS

CONSTELLATION BAY

VILLAGE OF LAKE ORION
OAKLAND COUNTY
MICHIGAN

Date:	03.16.2022
Scale:	NA
Sheet:	6A
Project:	20107.20

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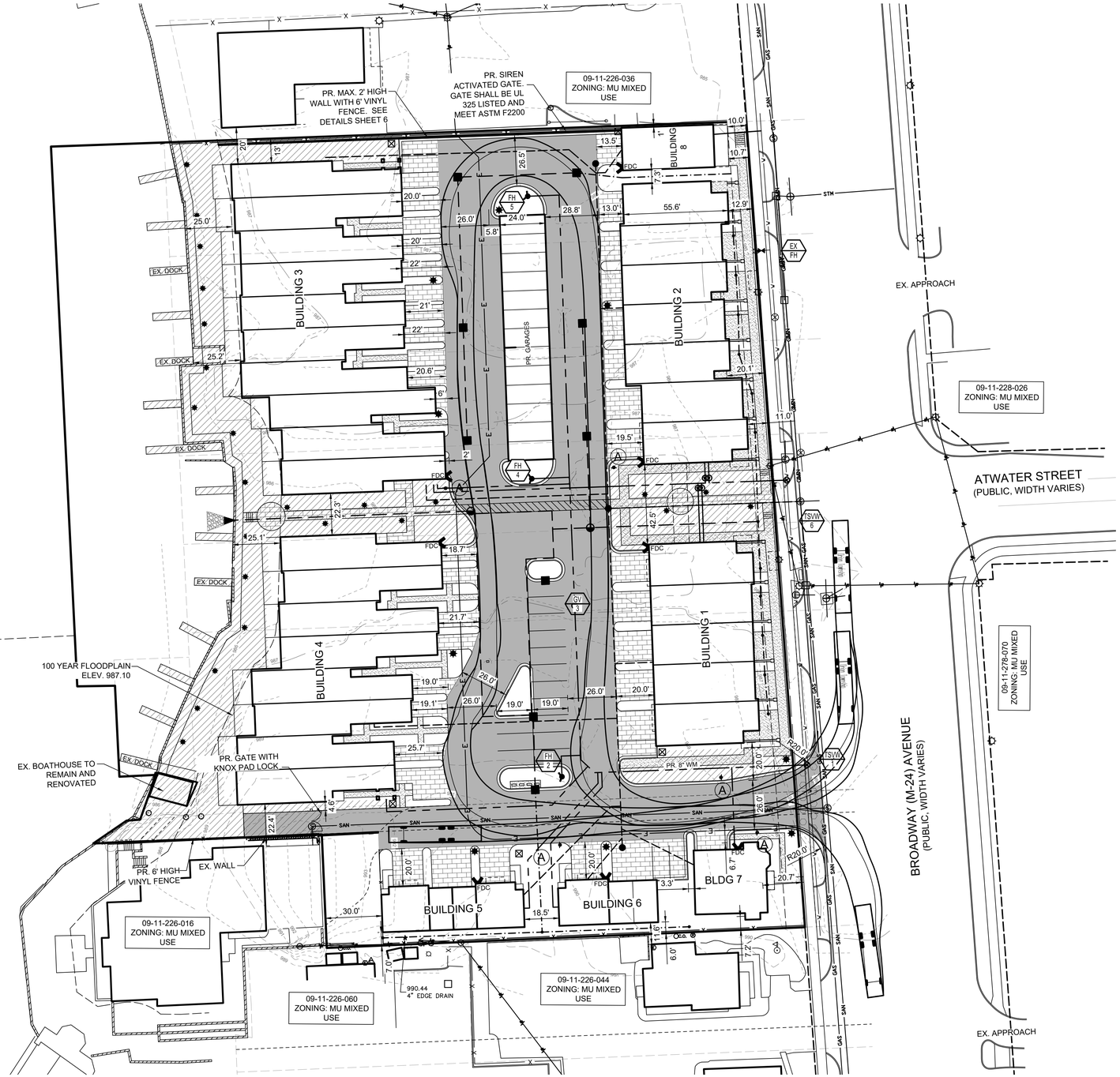
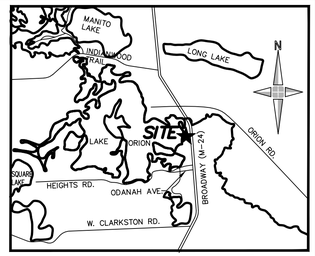
Attachment: 2023-02-17 Constellation Bay Site Plan Set (5812 : Constellation Bay Site Plan Amendment Review)

H:\20\20100\20107.20 Constellation Bay\Design\CAD\Site Plan Documents\06 Site Notes and Details.dwg





LOCATION MAP
(NOT TO SCALE)

Ⓐ NOTE:
1. NO PARKING FIRE LANE SIGN.

LEGEND

- PR GATE VALVE AND WELL
- PR HYDRANT
- PR VALVE AND BOX
- W — PR WATERMAIN
- PR STORM CATCH BASIN
- PR STORM MANHOLE
- PR STORM END SECTION
- PR STORM END SECTION
- PR RIP RAP
- PR STORM SEWER
- PR CLEAN OUT
- PR SANITARY MANHOLE
- PR SANITARY SEWER
- E — PR UNDERGROUND ELECTRIC SERVICE
- GAS — PR UNDERGROUND GAS SERVICE
- T — PR UNDERGROUND TELEPHONE SERVICE
- 4 PR UTILITY CROSSING
- 941 PR CONTOUR MINOR (1')
- 940 PR CONTOUR MAJOR (5')
- x 940.20 PR SPOT ELEVATION
- PR SWALE
- PR CURB AND GUTTER
- PR REVERSE CURB AND GUTTER
- PR STD. DUTY ASPHALT
- PR CONCRETE PAVEMENT

N

0 30' 60'

SCALE: 1" = 30'

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02.13.2023	SUBMIT FOR AMENDED SITE PLAN

Developed For:

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FIRE PROTECTION PLAN

CONSTELLATION BAY

VILLAGE OF LAKE ORION
OAKLAND COUNTY
MICHIGAN

Date:	03.16.2022
Scale:	1"=30'
Sheet:	7
Project:	20107.20

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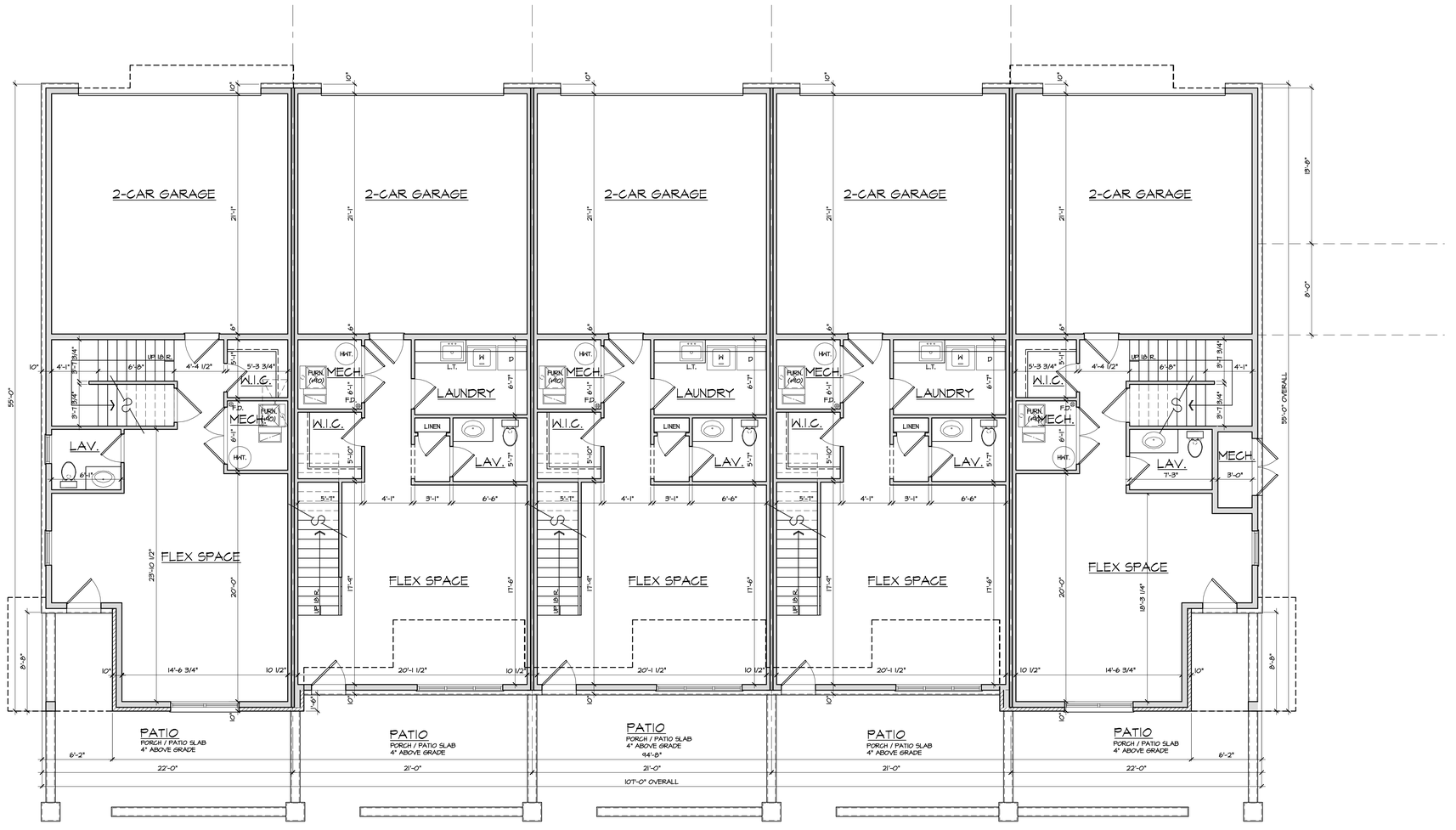

FLEX / LIVE WORK FLOOR PLAN

SCALE: 1/4" = 1'-0"

UNIT-A
SQUARE FOOTAGE
FLEX / LIVE WORK = 674 SQUARE FEET

1ST FLOOR = 1114 SQUARE FEET
2ND FLOOR = 1001 SQUARE FEET
TOTAL = 2128 SQUARE FEET

UNIT-B
SQUARE FOOTAGE
FLEX / LIVE WORK = 663 SQUARE FEET

1ST FLOOR = 1017 SQUARE FEET
2ND FLOOR = 984 SQUARE FEET
TOTAL = 2001 SQUARE FEET

UNIT-B
SQUARE FOOTAGE
FLEX / LIVE WORK = 663 SQUARE FEET

1ST FLOOR = 1017 SQUARE FEET
2ND FLOOR = 984 SQUARE FEET
TOTAL = 2001 SQUARE FEET

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TOTAL = 2128 SQUARE FEET

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

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

NOTE:
ALL FIRST FLOOR CEILING HEIGHTS TO BE 9'-1 1/8" HIGH UNLESS NOTED OTHERWISE.

BUILDING 1

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Revisions:

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Chkd:

Job No. 22044

Sheet No. 2 OF X

LIFESTYLE BY DESIGN

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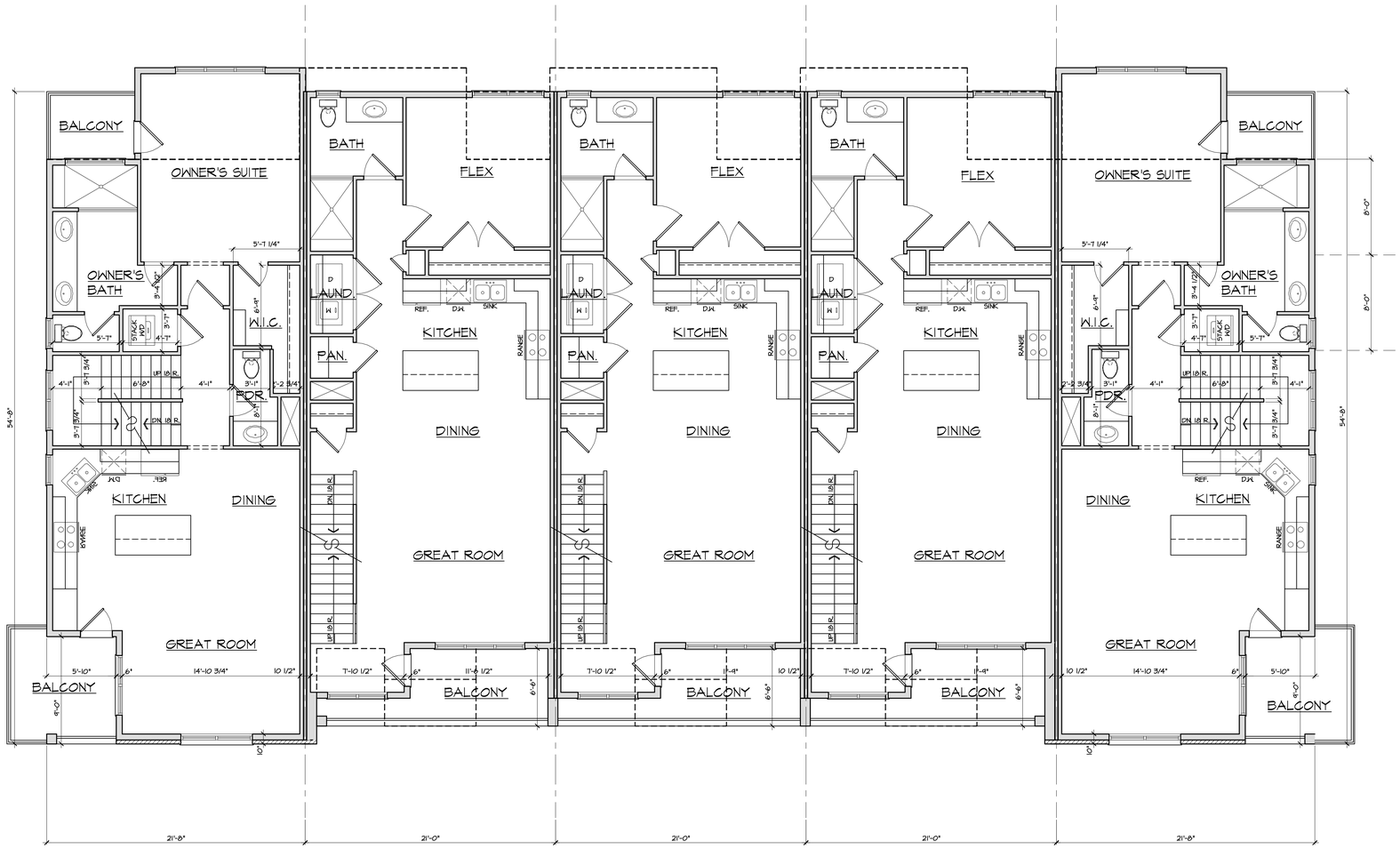

FIRST FLOOR PLAN

SCALE: 1/4" = 1'-0"

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

NOTE:
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SECOND FLOOR PLAN

SCALE: 1/4" = 1'-0"

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

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

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

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NORTH ELEVATION

SCALE: 3/16" = 1'-0"

EAST ELEVATION

SCALE: 1/4" = 1'-0"

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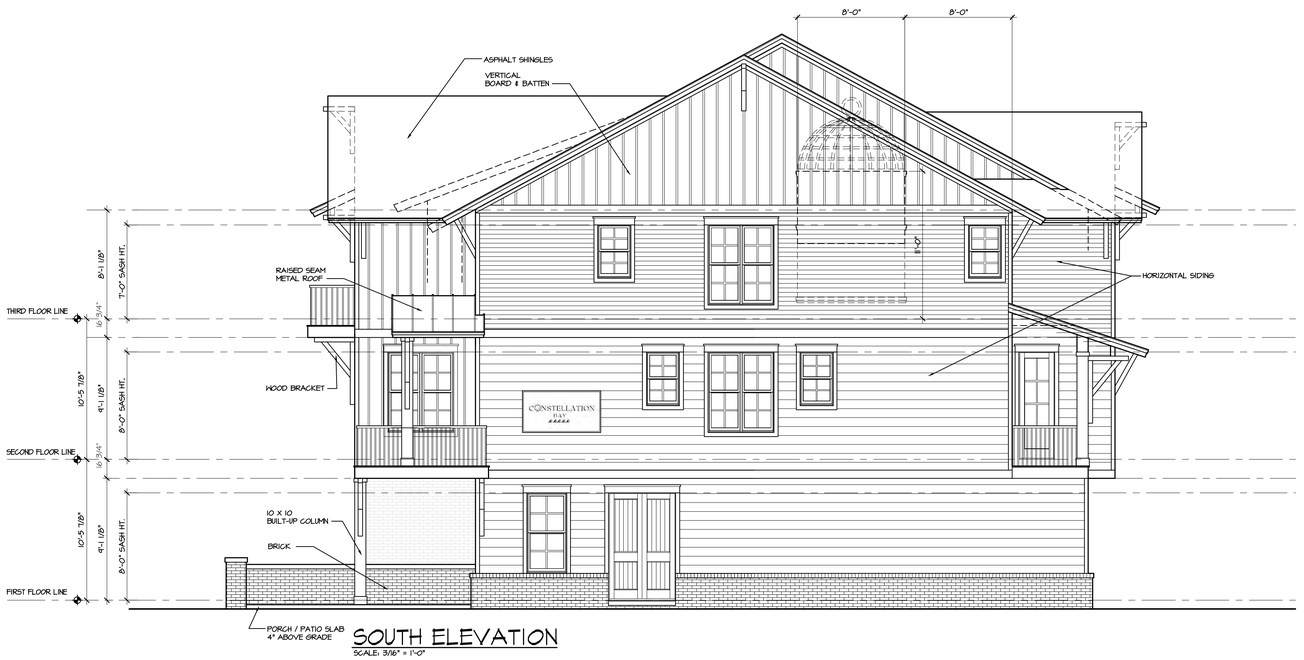

SOUTH ELEVATION

SCALE: 3/16" = 1'-0"

WEST ELEVATION

SCALE: 1/4" = 1'-0"

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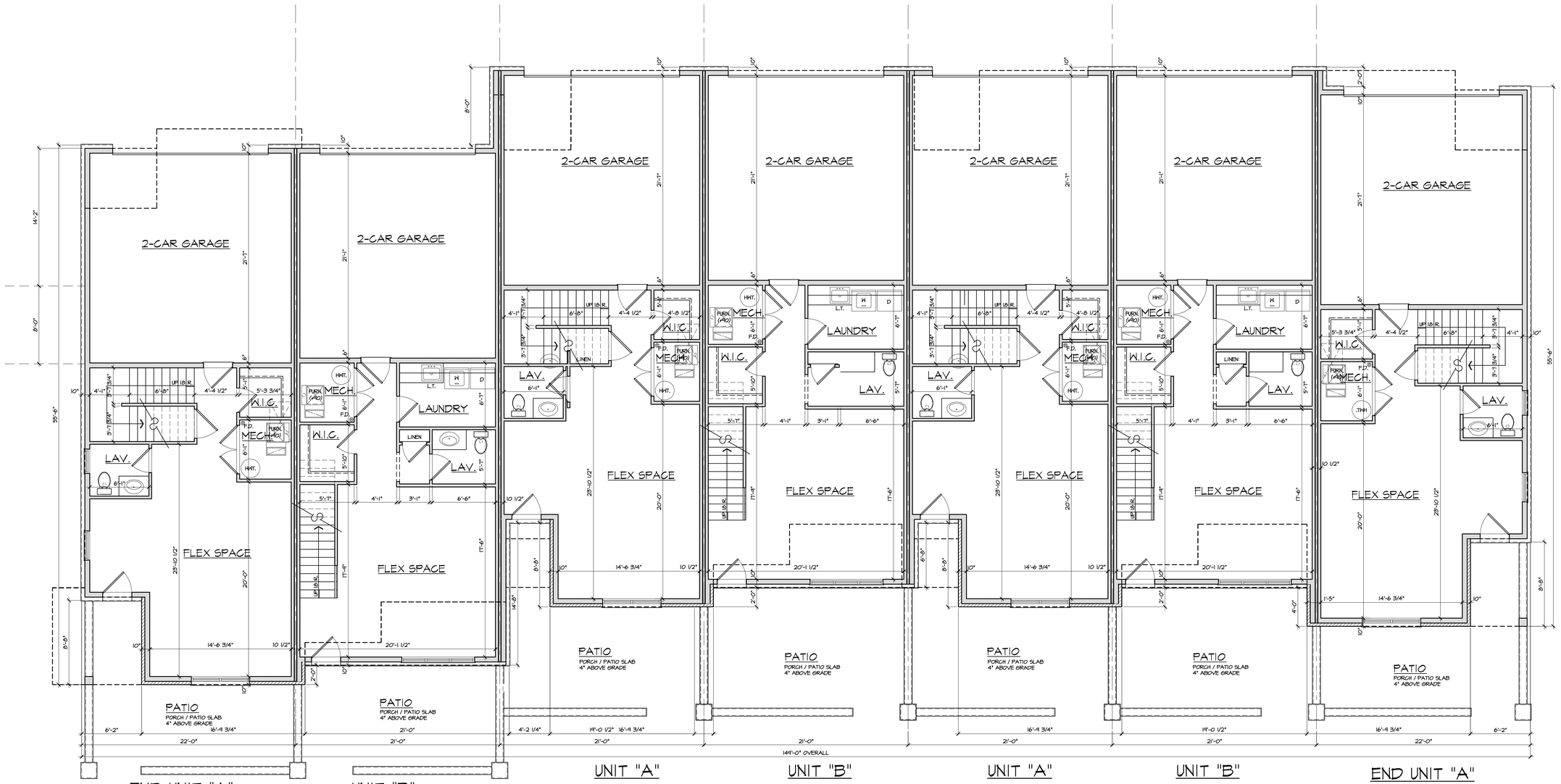

FLEX / LIVE WORK FLOOR PLAN

SCALE: 1/4" = 1'-0"

END UNIT-A SQUARE FOOTAGE
FLEX / LIVE WORK = 674 SQUARE FEET
1ST FLOOR = 1126 SQUARE FEET
2ND FLOOR = 924 SQUARE FEET
TOTAL = 2052 SQUARE FEET

UNIT-B SQUARE FOOTAGE
FLEX / LIVE WORK = 663 SQUARE FEET
1ST FLOOR = 1011 SQUARE FEET
2ND FLOOR = 931 SQUARE FEET
TOTAL = 1948 SQUARE FEET

UNIT-A SQUARE FOOTAGE
FLEX / LIVE WORK = 674 SQUARE FEET
1ST FLOOR = 1062 SQUARE FEET
2ND FLOOR = 898 SQUARE FEET
TOTAL = 1960 SQUARE FEET

UNIT-B SQUARE FOOTAGE
FLEX / LIVE WORK = 663 SQUARE FEET
1ST FLOOR = 1011 SQUARE FEET
2ND FLOOR = 931 SQUARE FEET
TOTAL = 1948 SQUARE FEET

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TOTAL = 2052 SQUARE FEET

BUILDING 2

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

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

NOTE:
ALL FIRST FLOOR CEILING HEIGHTS TO BE 9'-1 1/8" HIGH UNLESS NOTED OTHERWISE

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CONSTELLATION BAY
STREETSCAPE

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LIFESTYLE BY DESIGN

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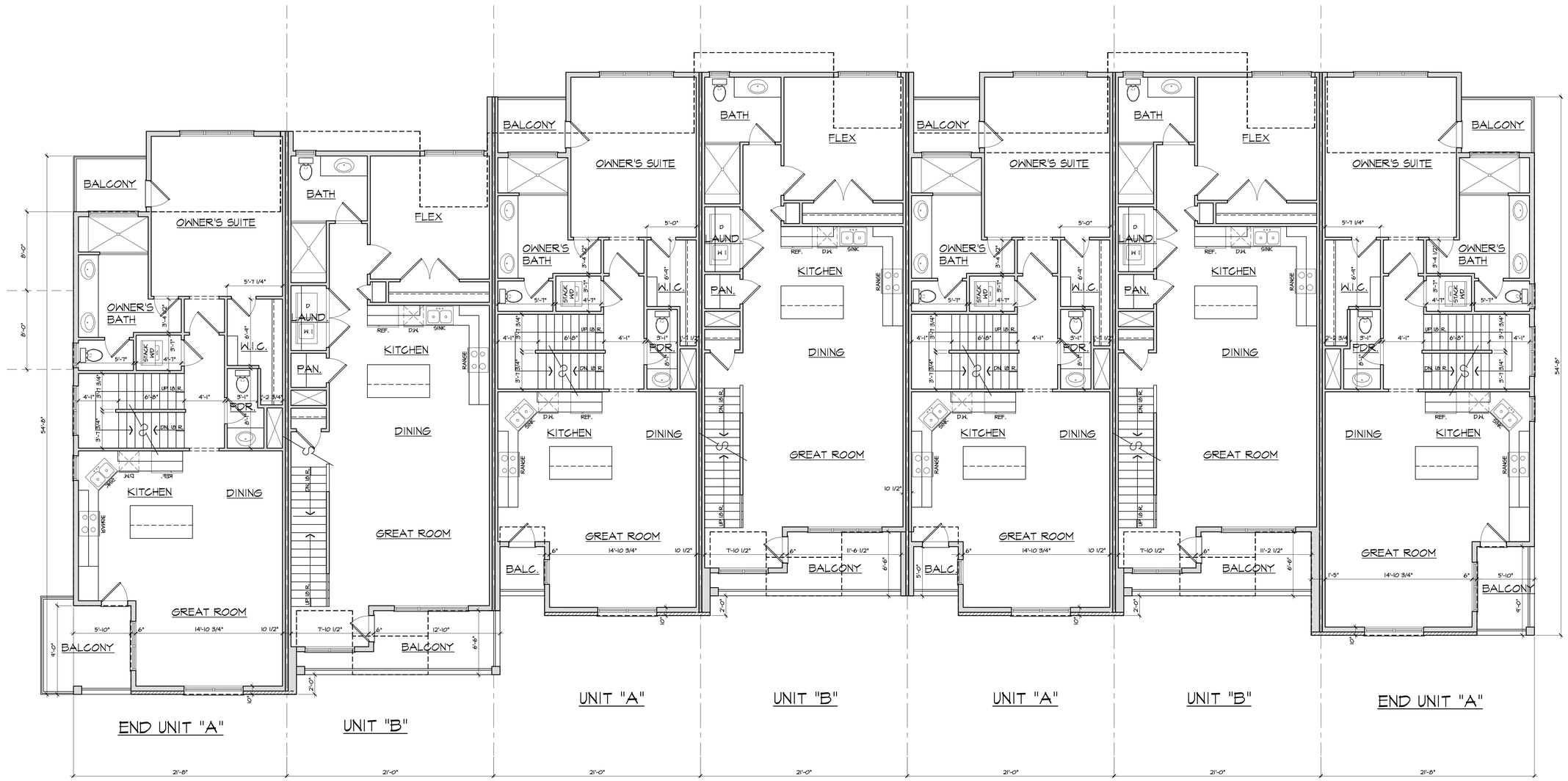

FIRST FLOOR PLAN

SCALE: 1/4" = 1'-0"

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EXAMPLE:
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ALL DOOR NUMBERS REFER TO GENERIC SIZES (NO SPECIFIC MANUFACTURER)
EXAMPLE:
8080 = 8'-0" X 8'-0"

NOTE:
ALL SECOND FLOOR CEILING HEIGHTS TO BE 9'-1 1/8" HIGH UNLESS NOTED OTHERWISE.

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Sheet No. 3 OF X

LIFESTYLE BY DESIGN

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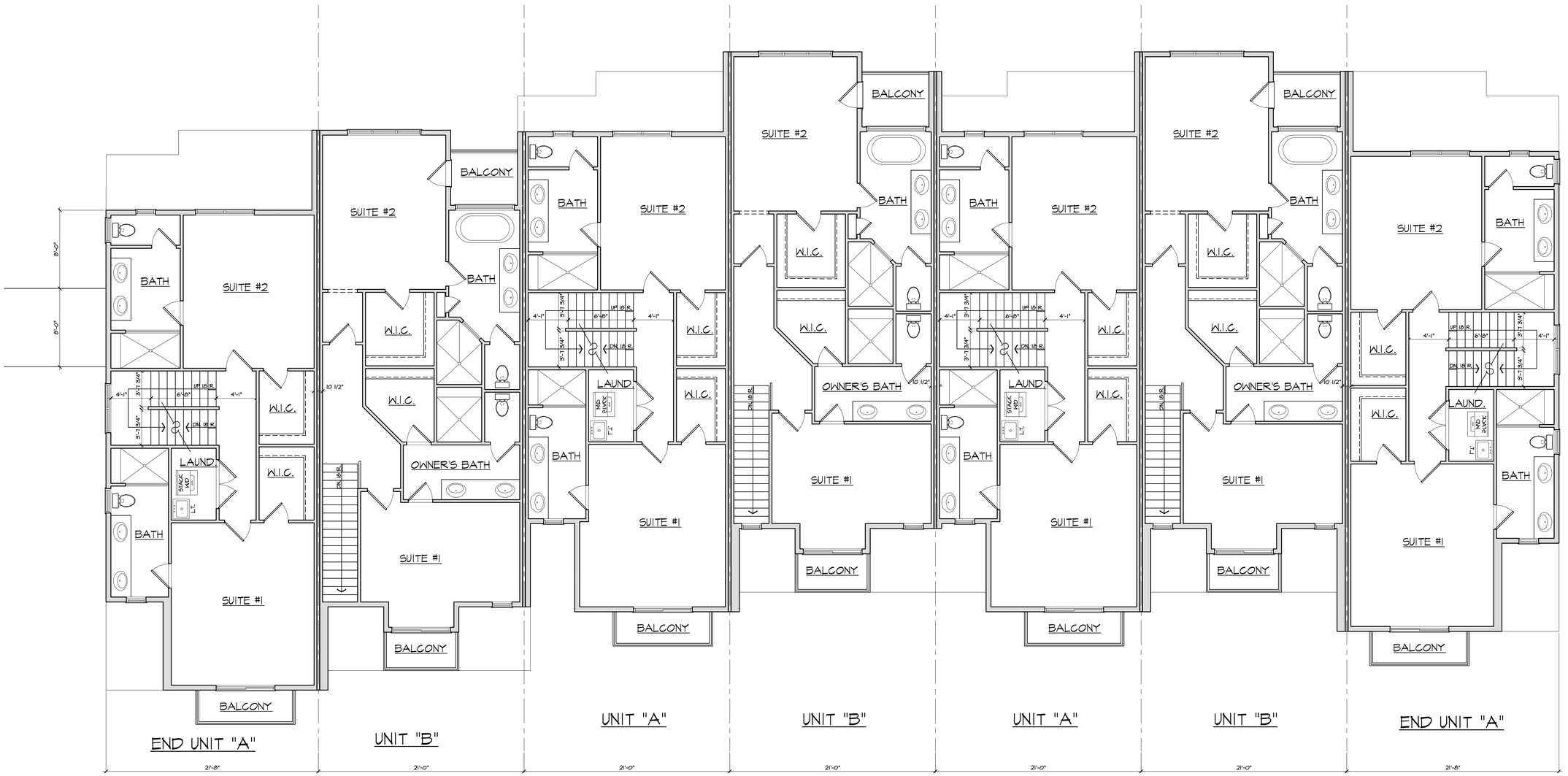

SECOND FLOOR PLAN

SCALE: 1/4" = 1'-0"

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EXAMPLE:
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STREETSCAPE

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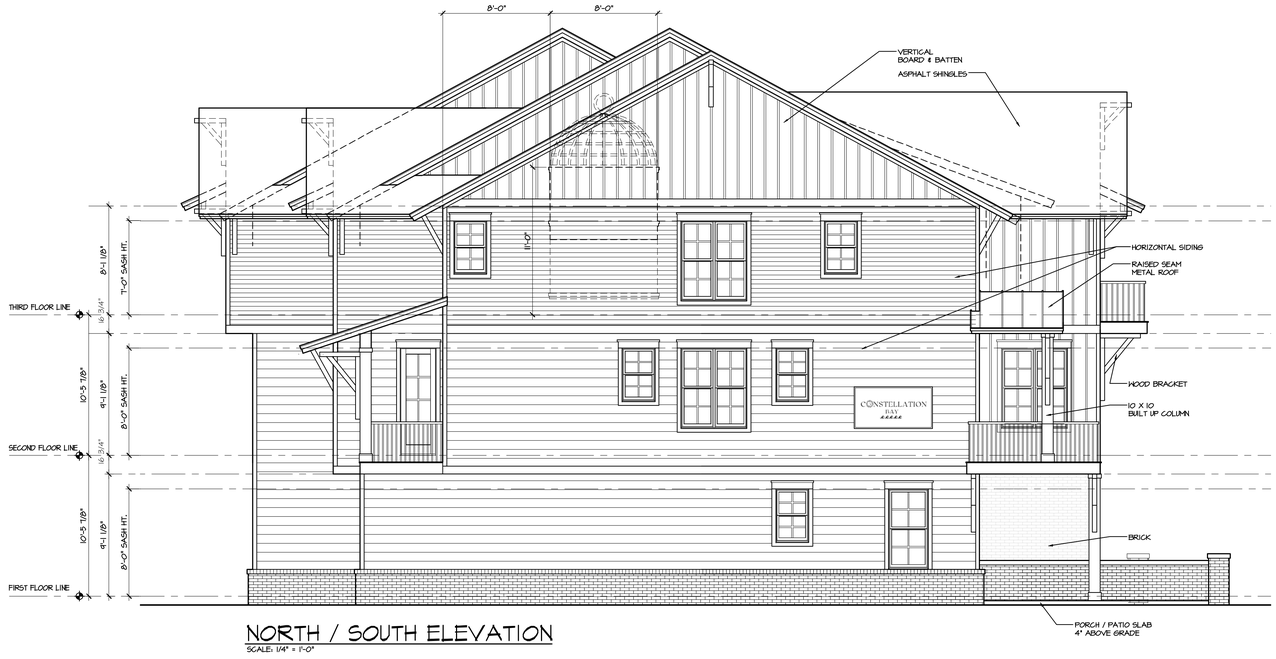
EAST ELEVATION

SCALE: 1/4" = 1'-0"



NORTH / SOUTH ELEVATION

SCALE: 1/4" = 1'-0"

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Chkd:

Job No. 22052

Sheet No. 10 OF X

LIFESTYLE BY DESIGN

Attachment: 2022-02-17 Constellation Bay Site Plan Set (5812 : Constellation Bay Site Plan Amendment Review)

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WEST ELEVATION

SCALE: 1/4" = 1'-0"

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LIFESTYLE BY DESIGN

Attachment: 2023-02-17 Constellation Bay Site Plan Set (5812 : Constellation Bay Site Plan Amendment Review)

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NOTE:

4 SQUARE BUILDING HAS NO CHANGES SINCE THE VILLAGE PLAN COMMISSION MEETING ON OCTOBER 3RD 2022

NOTE:

3 STORY 5-PLEX BUILDING HAS NO CHANGES SINCE THE VILLAGE PLAN COMMISSION MEETING ON OCTOBER 3RD 2022

NOTE:

THE ORIGINAL 3 STORY 8-PLEX THAT WAS PART OF THE APPROVAL AT THE VILLAGE PLAN COMMISSION MEETING ON OCTOBER 3RD 2022 WAS ADJUSTED FOR THE ORIGINAL FOOTPRINT OF THE "QUEEN ANNE" BUILDING TO BE SAVED AND MOVED TO NORTHERN MOST PART OF THE SITE

NOTE:

ORIGINAL "QUEEN ANNE" BUILDING FOOTPRINT TO BE MOVED AND REVITALIZED AS NEEDED

NOTE:

FINAL GRADES WILL BE PER FINAL APPROVED SITE PLAN

NOTE:

THIS BUILDING WILL NEED TO BE EXEMPT FROM THE FIRST FLOOR "BUSINESS USE" ORDINANCE

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Sheet No.
1 OF 1

LIFESTYLE BY DESIGN

Attachment: 2022-03-17 Constellation Bay (Site Plan Amendment Review)

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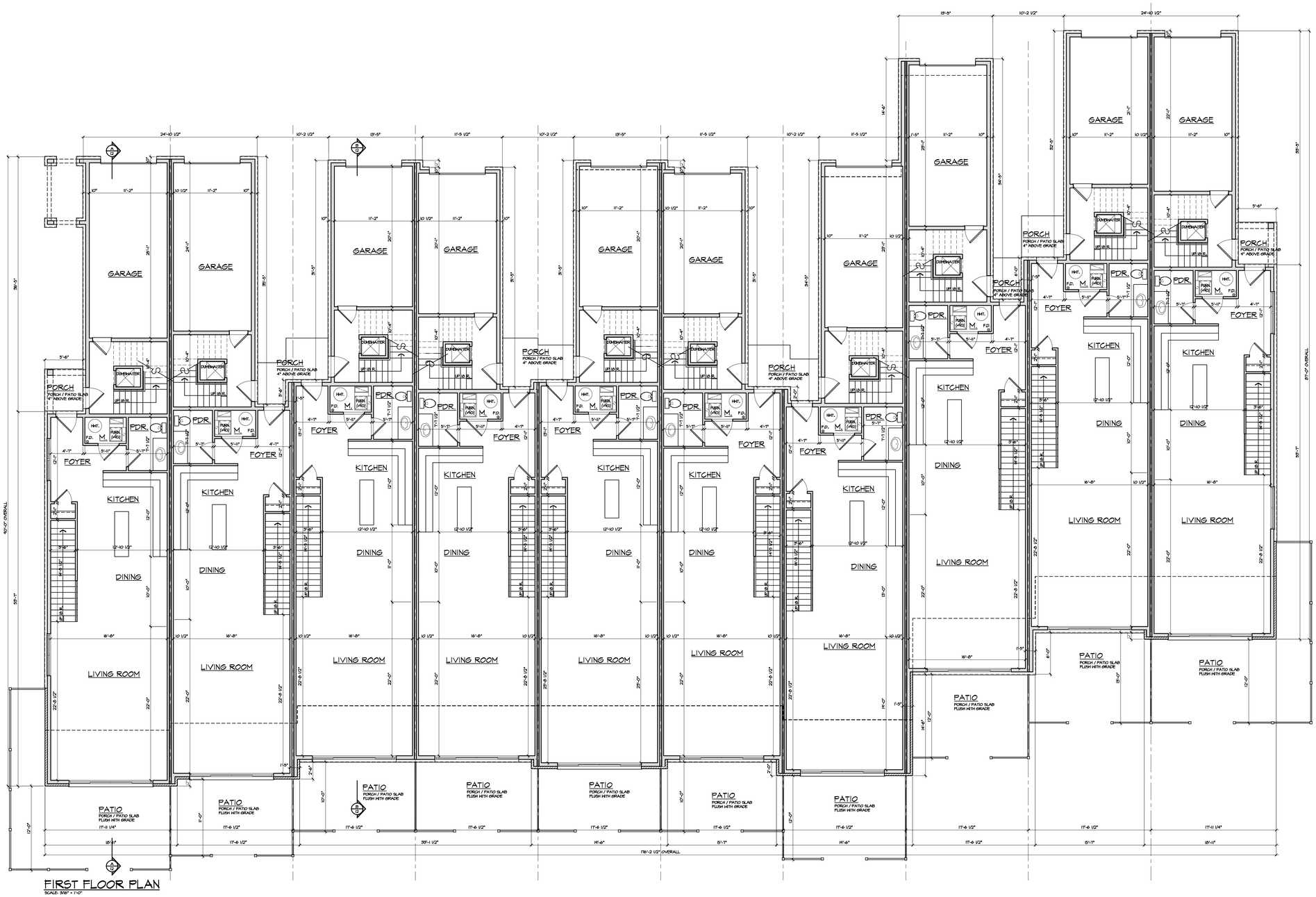

FIRST FLOOR PLAN

SCALE: 3/16" = 1'-0"

END UNIT-A SQUARE FOOTAGE	INNER UNIT-C SQUARE FOOTAGE	INNER UNIT-C SQUARE FOOTAGE	INNER UNIT-C SQUARE FOOTAGE	INNER UNIT-C SQUARE FOOTAGE	INNER UNIT-C SQUARE FOOTAGE	INNER UNIT-C SQUARE FOOTAGE	INNER UNIT-C SQUARE FOOTAGE	INNER UNIT-C SQUARE FOOTAGE	END UNIT-A SQUARE FOOTAGE
1ST FLOOR = 957 SQUARE FEET 2ND FLOOR = 725 SQUARE FEET TOTAL = 1682 SQUARE FEET	1ST FLOOR = 959 SQUARE FEET 2ND FLOOR = 745 SQUARE FEET TOTAL = 1704 SQUARE FEET	1ST FLOOR = 959 SQUARE FEET 2ND FLOOR = 745 SQUARE FEET TOTAL = 1704 SQUARE FEET	1ST FLOOR = 1016 SQUARE FEET 2ND FLOOR = 791 SQUARE FEET TOTAL = 1807 SQUARE FEET	1ST FLOOR = 975 SQUARE FEET 2ND FLOOR = 737 SQUARE FEET TOTAL = 1712 SQUARE FEET	1ST FLOOR = 959 SQUARE FEET 2ND FLOOR = 725 SQUARE FEET TOTAL = 1684 SQUARE FEET	1ST FLOOR = 950 SQUARE FEET 2ND FLOOR = 754 SQUARE FEET TOTAL = 1704 SQUARE FEET	1ST FLOOR = 942 SQUARE FEET 2ND FLOOR = 721 SQUARE FEET TOTAL = 1664 SQUARE FEET	1ST FLOOR = 942 SQUARE FEET 2ND FLOOR = 718 SQUARE FEET TOTAL = 1660 SQUARE FEET	1ST FLOOR = 957 SQUARE FEET 2ND FLOOR = 728 SQUARE FEET TOTAL = 1685 SQUARE FEET
END UNIT-B SQUARE FOOTAGE	**INNER UNIT-D SQUARE FOOTAGE**	**INNER UNIT-D SQUARE FOOTAGE**	**INNER UNIT-D SQUARE FOOTAGE**	**INNER UNIT-D SQUARE FOOTAGE**	**INNER UNIT-D SQUARE FOOTAGE**	**INNER UNIT-D SQUARE FOOTAGE**	**INNER UNIT-D SQUARE FOOTAGE**	**INNER UNIT-D SQUARE FOOTAGE**	**END UNIT-B SQUARE FOOTAGE**
2ND FLOOR = 1162 SQUARE FEET 3RD FLOOR = 1246 SQUARE FEET TOTAL = 1659 SQUARE FEET	2ND FLOOR = 742 SQUARE FEET 3RD FLOOR = 914 SQUARE FEET TOTAL = 1656 SQUARE FEET	2ND FLOOR = 1350 SQUARE FEET 3RD FLOOR = 1250 SQUARE FEET TOTAL = 1600 SQUARE FEET	2ND FLOOR = 1350 SQUARE FEET 3RD FLOOR = 1221 SQUARE FEET TOTAL = 1604 SQUARE FEET	2ND FLOOR = 1368 SQUARE FEET 3RD FLOOR = 1203 SQUARE FEET TOTAL = 1601 SQUARE FEET	2ND FLOOR = 1350 SQUARE FEET 3RD FLOOR = 1251 SQUARE FEET TOTAL = 1601 SQUARE FEET	2ND FLOOR = 1312 SQUARE FEET 3RD FLOOR = 1228 SQUARE FEET TOTAL = 1620 SQUARE FEET	2ND FLOOR = 1202 SQUARE FEET 3RD FLOOR = 1202 SQUARE FEET TOTAL = 1662 SQUARE FEET	2ND FLOOR = 1162 SQUARE FEET 3RD FLOOR = 1241 SQUARE FEET TOTAL = 1041 SQUARE FEET	2ND FLOOR = 1162 SQUARE FEET 3RD FLOOR = 1228 SQUARE FEET TOTAL = 1620 SQUARE FEET

BUILDING 3

NOTE:
ALL FIRST FLOOR CEILING HEIGHTS TO BE 9'-1 1/8" HIGH UNLESS NOTED OTHERWISE.

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3-STORY, 10-PLEX
BUILDING #3

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Revisions:

Drwn: B.H.
Chkd:
Job No. 22012
Sheet No. 2 OF X

LIFESTYLE BY DESIGN

Attachment: 2023-02-17 Constellation Bay Site Plan Set (5812 : Constellation Bay Site Plan Amendment Review)

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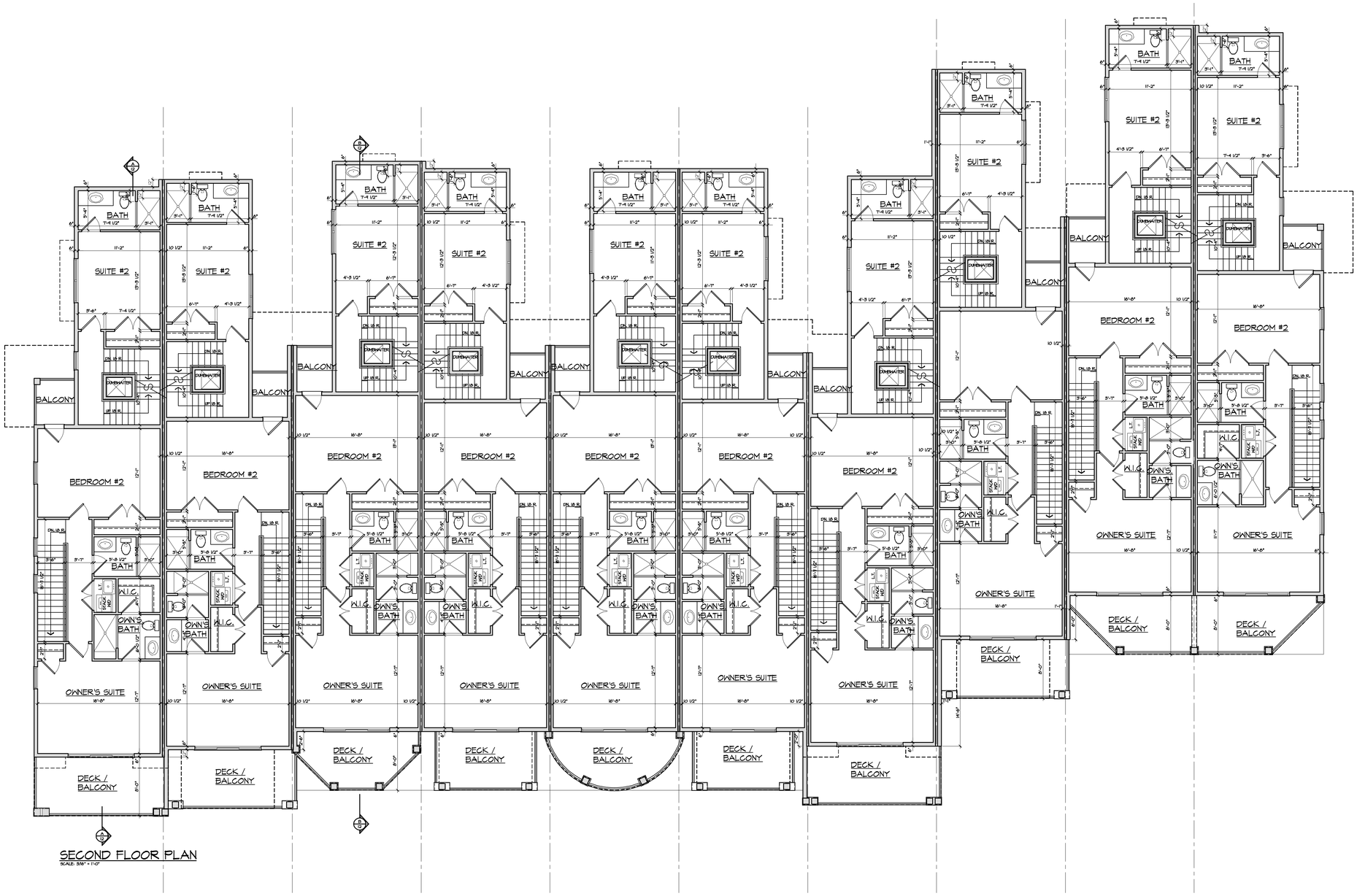

SECOND FLOOR PLAN
SCALE: 3/16" = 1'-0"

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

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Sheet No. 3 OF X

LIFESTYLE BY DESIGN

Attachment: 2022-02-17 Constellation Bay Site Plan Set (5812 : Constellation Bay Site Plan Amendment Review)

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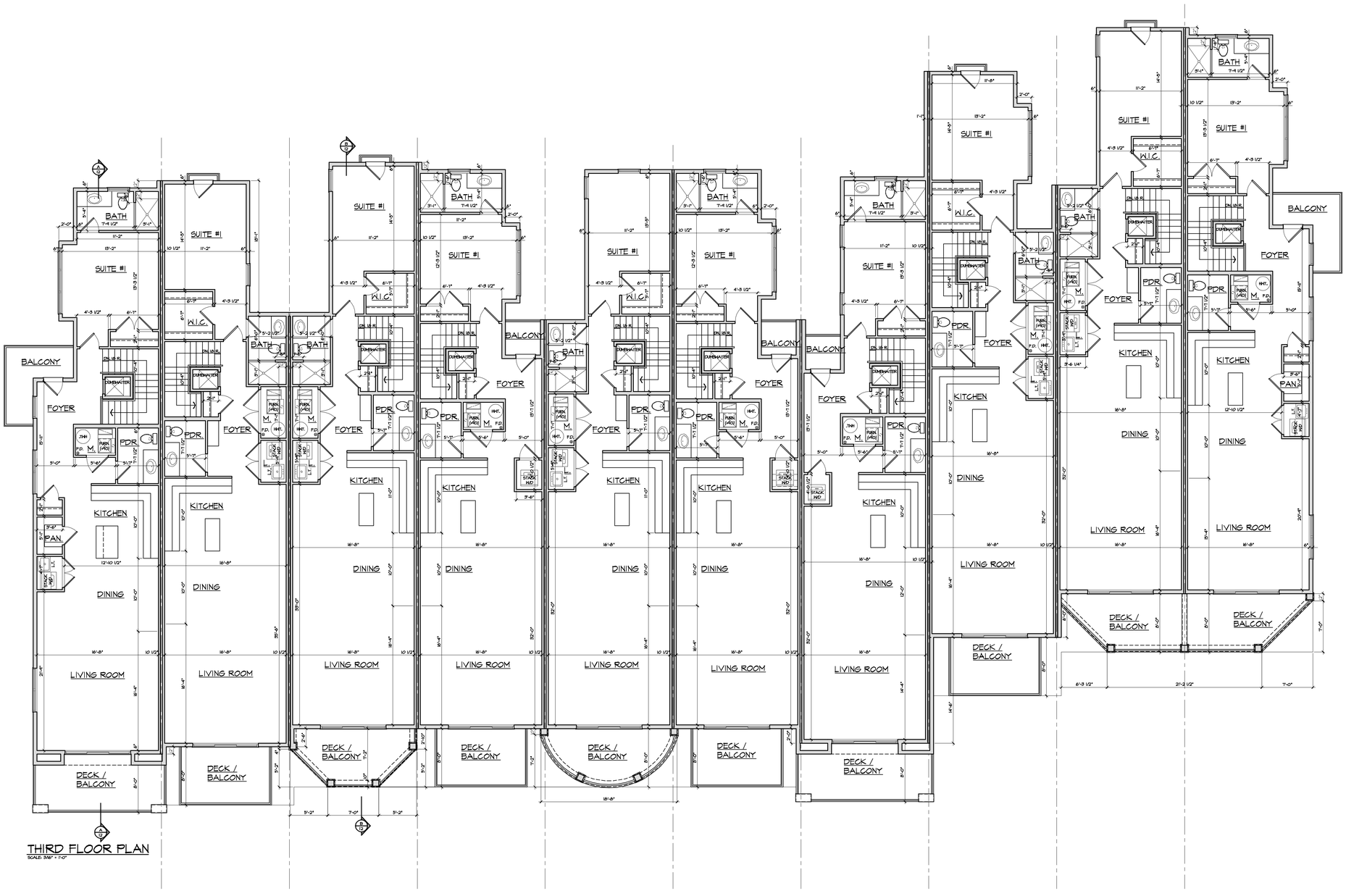

THIRD FLOOR PLAN
SCALE: 3/16" = 1'-0"

NOTE:
ALL FOURTH FLOOR CEILING HEIGHTS TO BE 9'-1 1/8" HIGH UNLESS NOTED OTHERWISE.

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LIFESTYLE BY DESIGN

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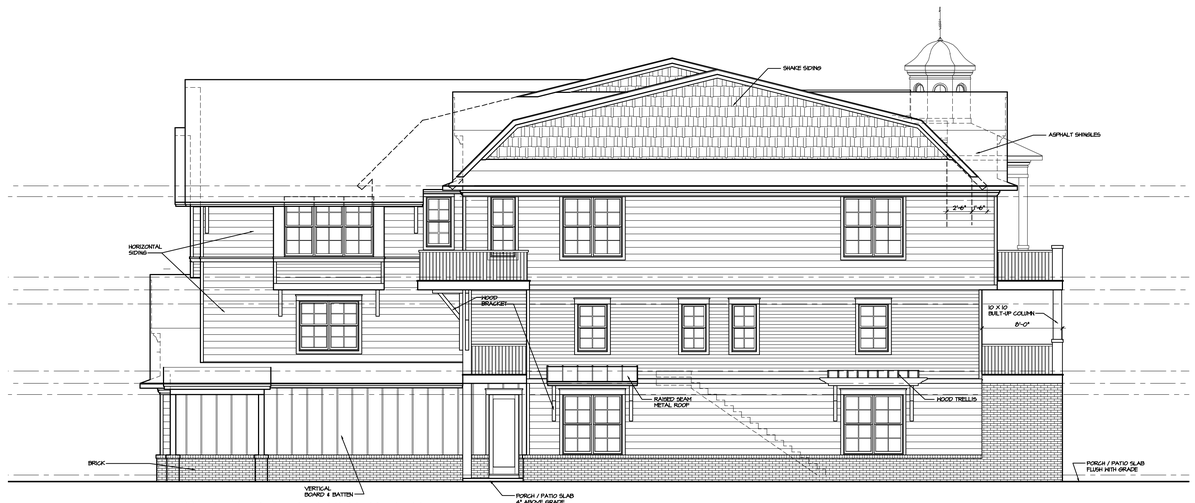
EAST ELEVATION
SCALE: 3/16" = 1'-0"

WEST ELEVATION
SCALE: 3/16" = 1'-0"



NORTH / SOUTH ELEVATION
SCALE: 3/16" = 1'-0"

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Sheet No. 10 OF X

LIFESTYLE BY DESIGN

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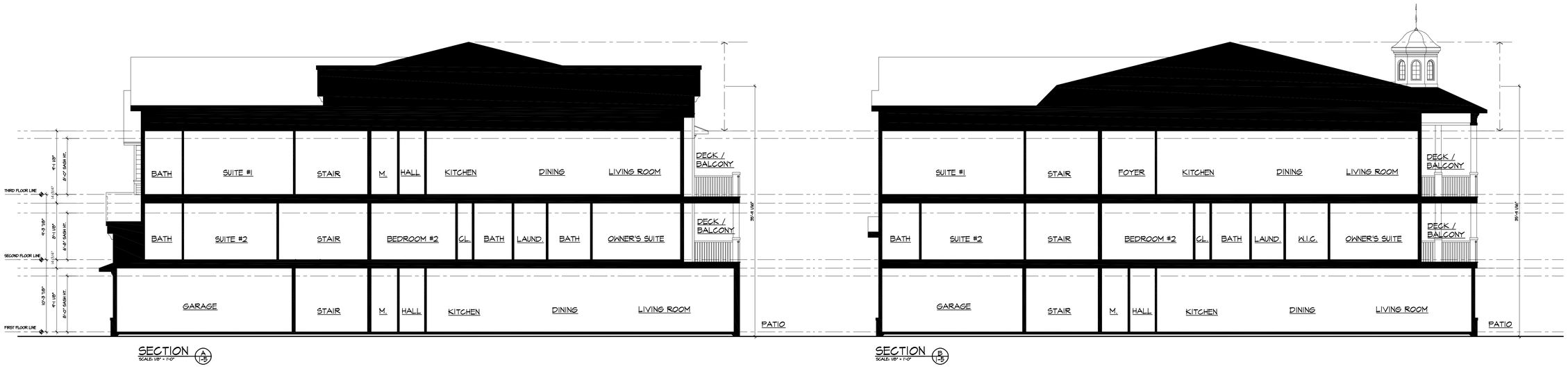

SECTION A 1-5
SCALE: 1/8" = 1'-0"

SECTION B 1-5
SCALE: 1/8" = 1'-0"

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12 OF X

LIFESTYLE BY DESIGN

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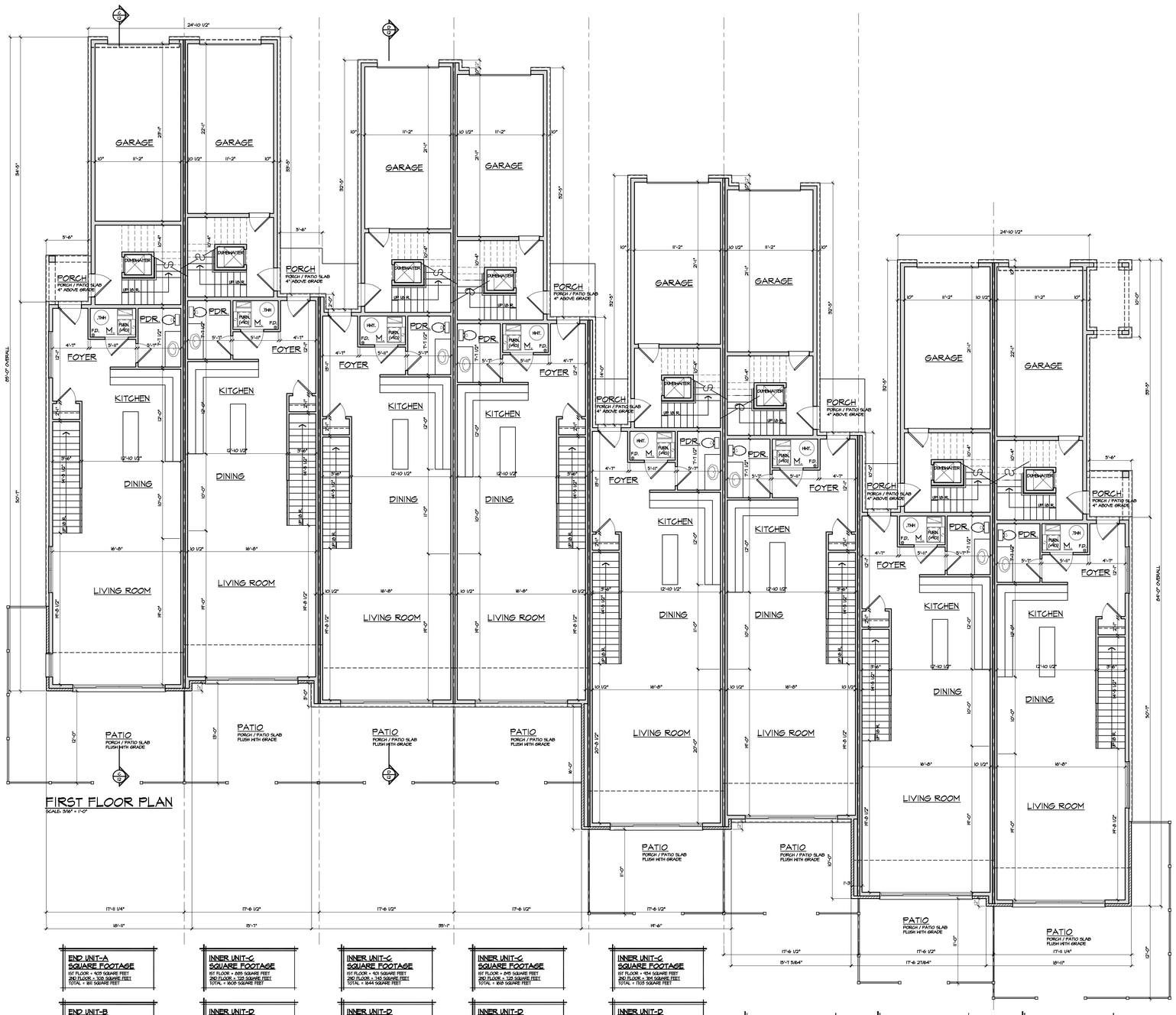

END UNIT-A SQUARE FOOTAGE
1ST FLOOR = 405 SQUARE FEET
2ND FLOOR = 306 SQUARE FEET
TOTAL = 891 SQUARE FEET

END UNIT-B SQUARE FOOTAGE
2ND FLOOR = 404 SQUARE FEET
3RD FLOOR = 1240 SQUARE FEET
TOTAL = 1644 SQUARE FEET

INNER UNIT-C SQUARE FOOTAGE
1ST FLOOR = 405 SQUARE FEET
2ND FLOOR = 326 SQUARE FEET
TOTAL = 1609 SQUARE FEET

INNER UNIT-D SQUARE FOOTAGE
2ND FLOOR = 404 SQUARE FEET
3RD FLOOR = 1256 SQUARE FEET
TOTAL = 1662 SQUARE FEET

INNER UNIT-C SQUARE FOOTAGE
1ST FLOOR = 401 SQUARE FEET
2ND FLOOR = 155 SQUARE FEET
TOTAL = 1644 SQUARE FEET

INNER UNIT-D SQUARE FOOTAGE
2ND FLOOR = 392 SQUARE FEET
3RD FLOOR = 1260 SQUARE FEET
TOTAL = 1651 SQUARE FEET

INNER UNIT-C SQUARE FOOTAGE
1ST FLOOR = 405 SQUARE FEET
2ND FLOOR = 326 SQUARE FEET
TOTAL = 1609 SQUARE FEET

INNER UNIT-D SQUARE FOOTAGE
2ND FLOOR = 392 SQUARE FEET
3RD FLOOR = 247 SQUARE FEET
TOTAL = 1639 SQUARE FEET

INNER UNIT-C SQUARE FOOTAGE
1ST FLOOR = 454 SQUARE FEET
2ND FLOOR = 361 SQUARE FEET
TOTAL = 1105 SQUARE FEET

INNER UNIT-D SQUARE FOOTAGE
2ND FLOOR = 392 SQUARE FEET
3RD FLOOR = 1260 SQUARE FEET
TOTAL = 1652 SQUARE FEET

INNER UNIT-C SQUARE FOOTAGE
1ST FLOOR = 342 SQUARE FEET
2ND FLOOR = 129 SQUARE FEET
TOTAL = 915 SQUARE FEET

INNER UNIT-D SQUARE FOOTAGE
2ND FLOOR = 392 SQUARE FEET
3RD FLOOR = 124 SQUARE FEET
TOTAL = 1833 SQUARE FEET

INNER UNIT-C SQUARE FOOTAGE
1ST FLOOR = 249 SQUARE FEET
2ND FLOOR = 361 SQUARE FEET
TOTAL = 1025 SQUARE FEET

INNER UNIT-D SQUARE FOOTAGE
2ND FLOOR = 392 SQUARE FEET
3RD FLOOR = 1252 SQUARE FEET
TOTAL = 1644 SQUARE FEET

END UNIT-A SQUARE FOOTAGE
1ST FLOOR = 405 SQUARE FEET
2ND FLOOR = 326 SQUARE FEET
TOTAL = 891 SQUARE FEET

END UNIT-B SQUARE FOOTAGE
2ND FLOOR = 392 SQUARE FEET
3RD FLOOR = 1228 SQUARE FEET
TOTAL = 1620 SQUARE FEET

BUILDING 4

NOTE:
ALL FIRST FLOOR CEILING HEIGHTS TO BE 10'-1 1/2" HIGH UNLESS NOTED OTHERWISE.

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Sheet No. 2 OF X

LIFESTYLE BY DESIGN

Attachment: 2022-02-17 Constellation Bay Site Plan Set (5812 : Constellation Bay Site Plan Amendment (Review)

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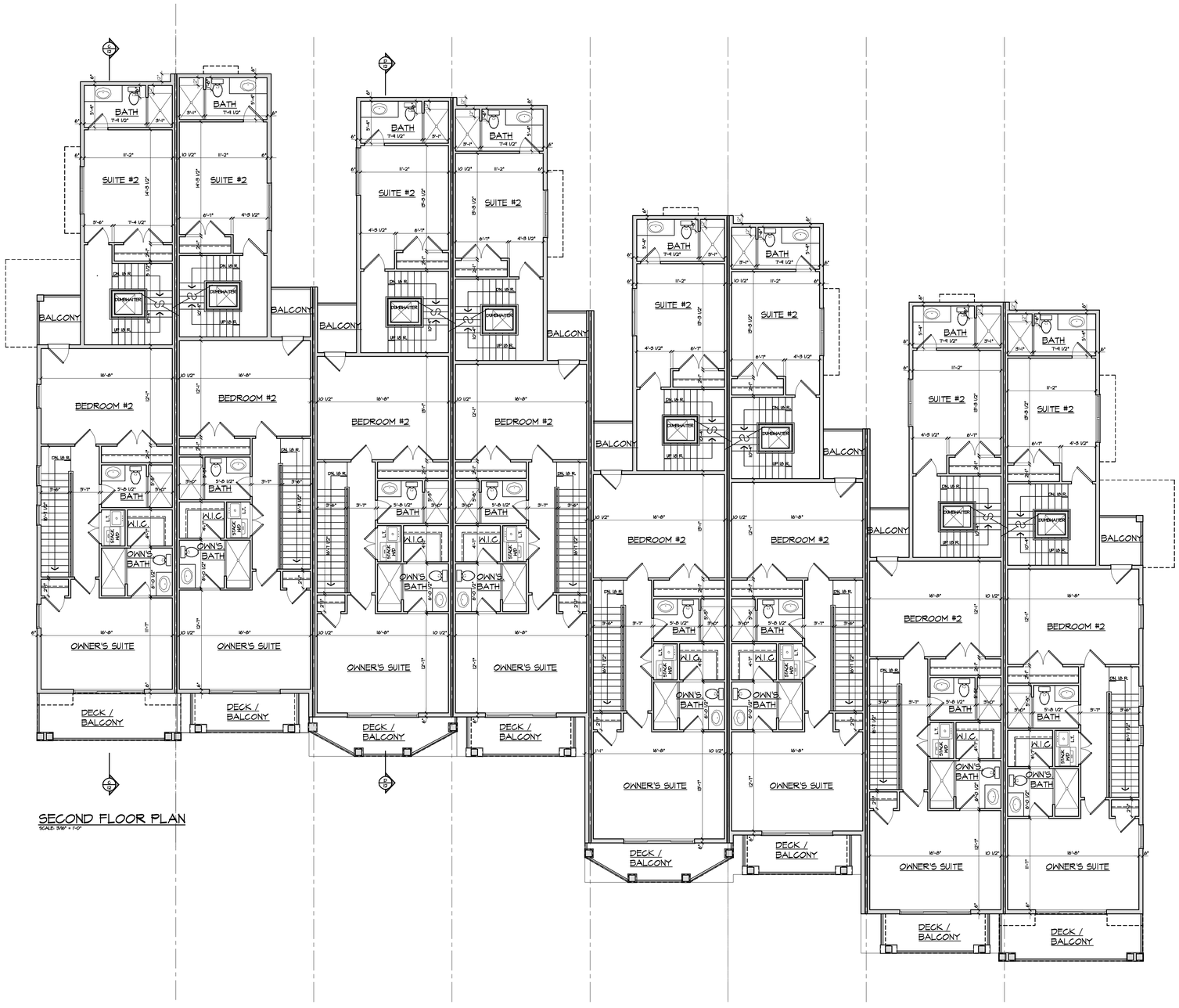

SECOND FLOOR PLAN
SCALE: 3/16" = 1'-0"

NOTE:
ALL SECOND FLOOR CEILING HEIGHTS TO BE 9'-1 1/8" HIGH UNLESS NOTED OTHERWISE.

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LIFESTYLE BY DESIGN

Attachment: 2023-02-17 Constellation Bay Site Plan Set (5812 : Constellation Bay Site Plan Amendment Review)

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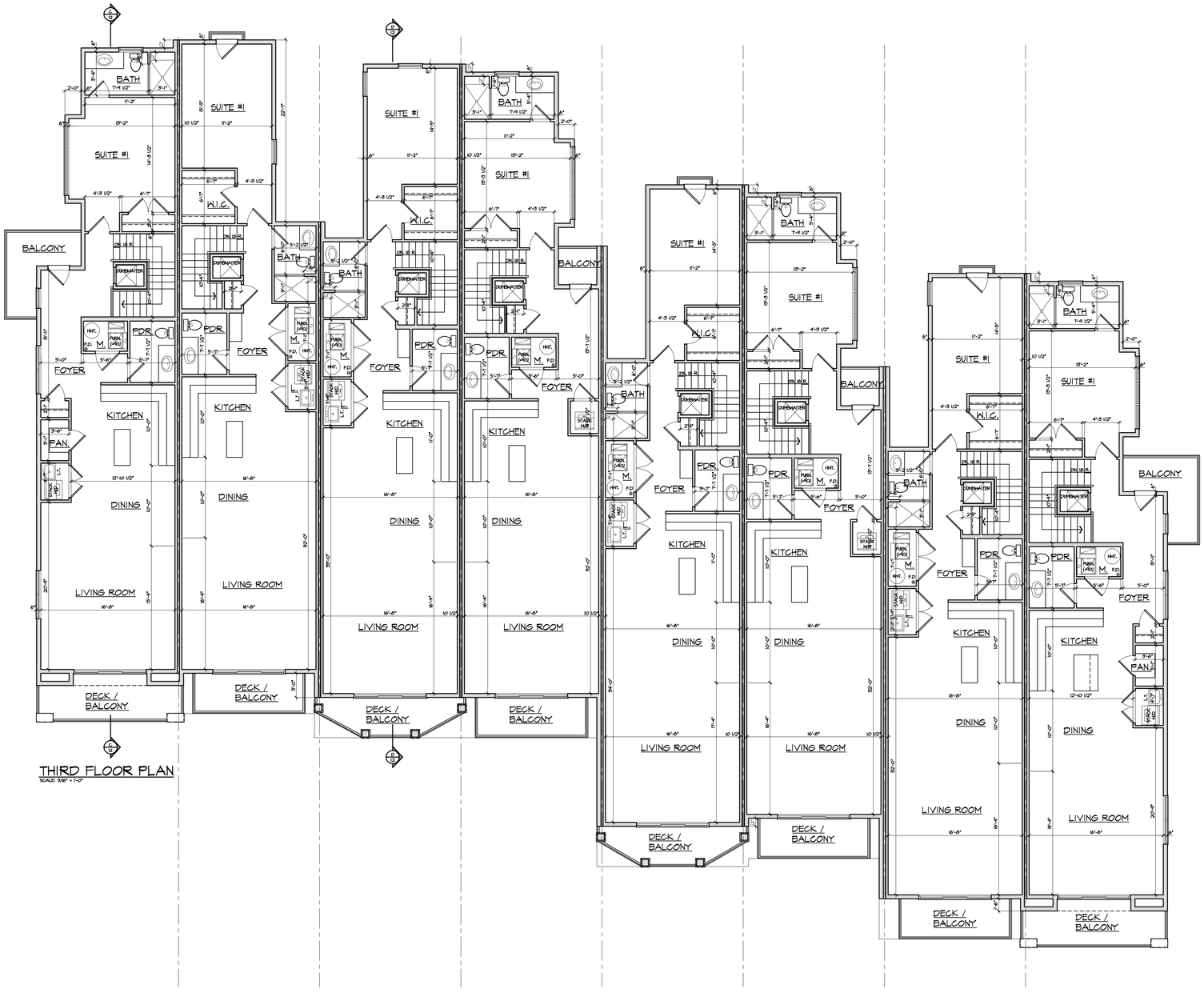

THIRD FLOOR PLAN
SCALE: 3/16" = 1'-0"

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

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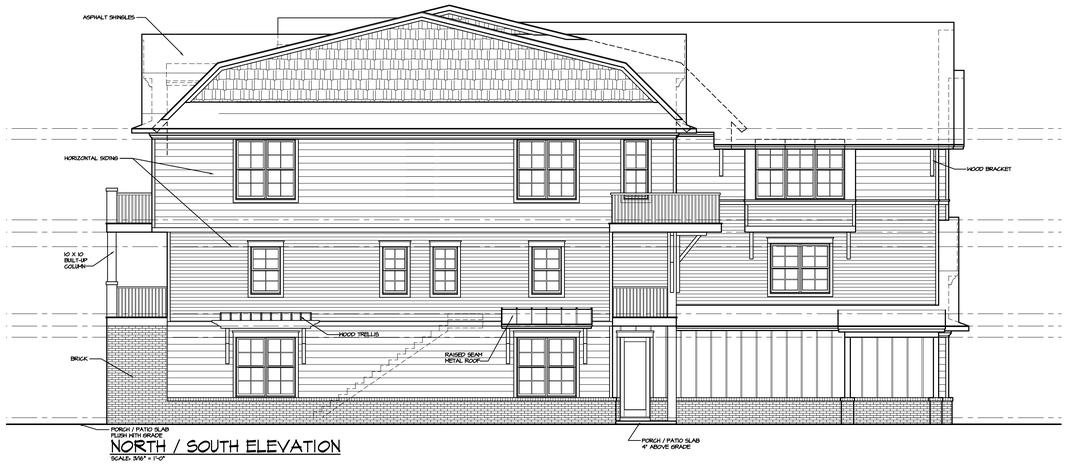
SCALE: 3/16" = 1'-0"

WEST ELEVATION
SCALE: 3/16" = 1'-0"



NORTH / SOUTH ELEVATION
SCALE: 3/16" = 1'-0"

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LIFESTYLE BY DESIGN

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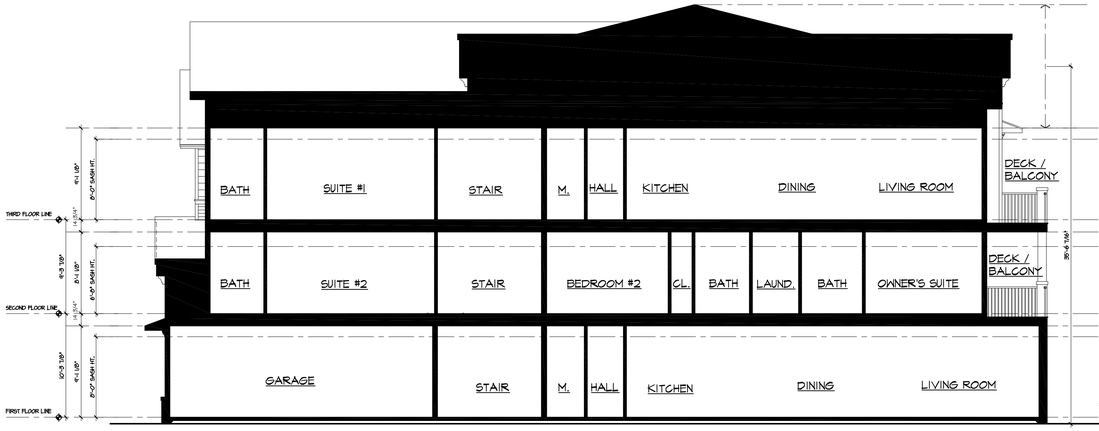

SECTION
SCALE: 1/8" = 1'-0"
5

SECTION
SCALE: 1/8" = 1'-0"
D

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3-STORY 6-PLEX
BUILDING #4

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Sheet No.
12 OF X

LIFESTYLE BY DESIGN

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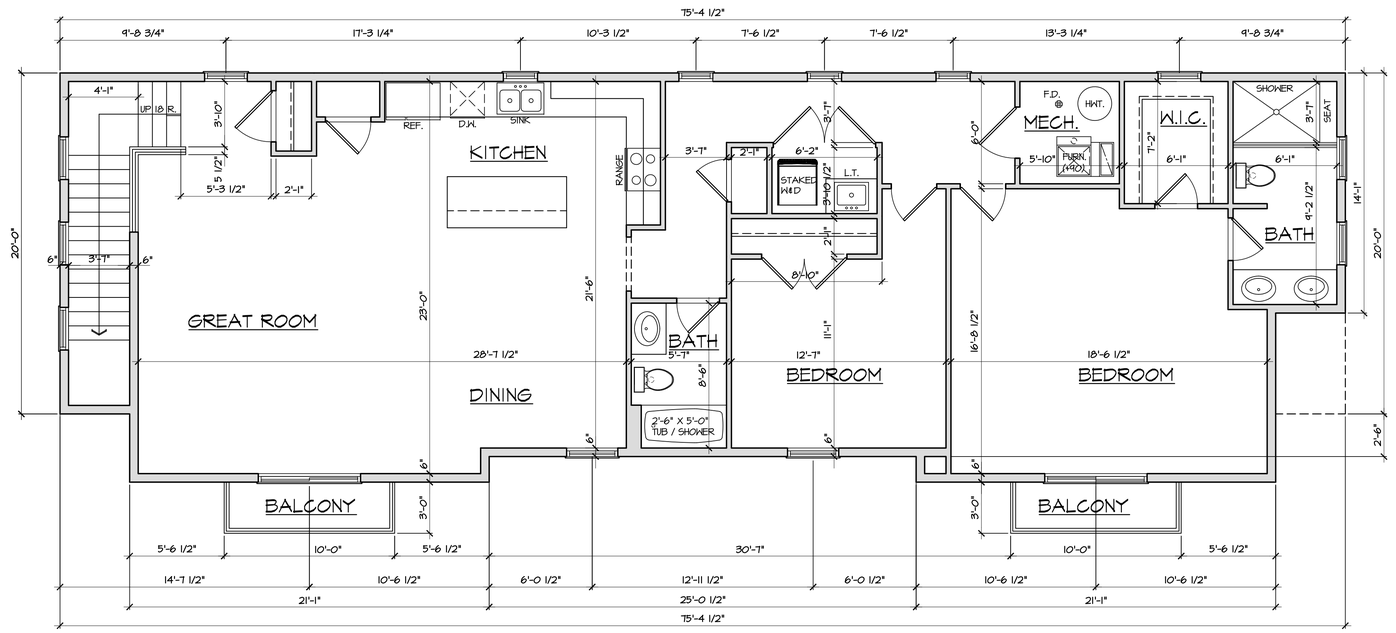
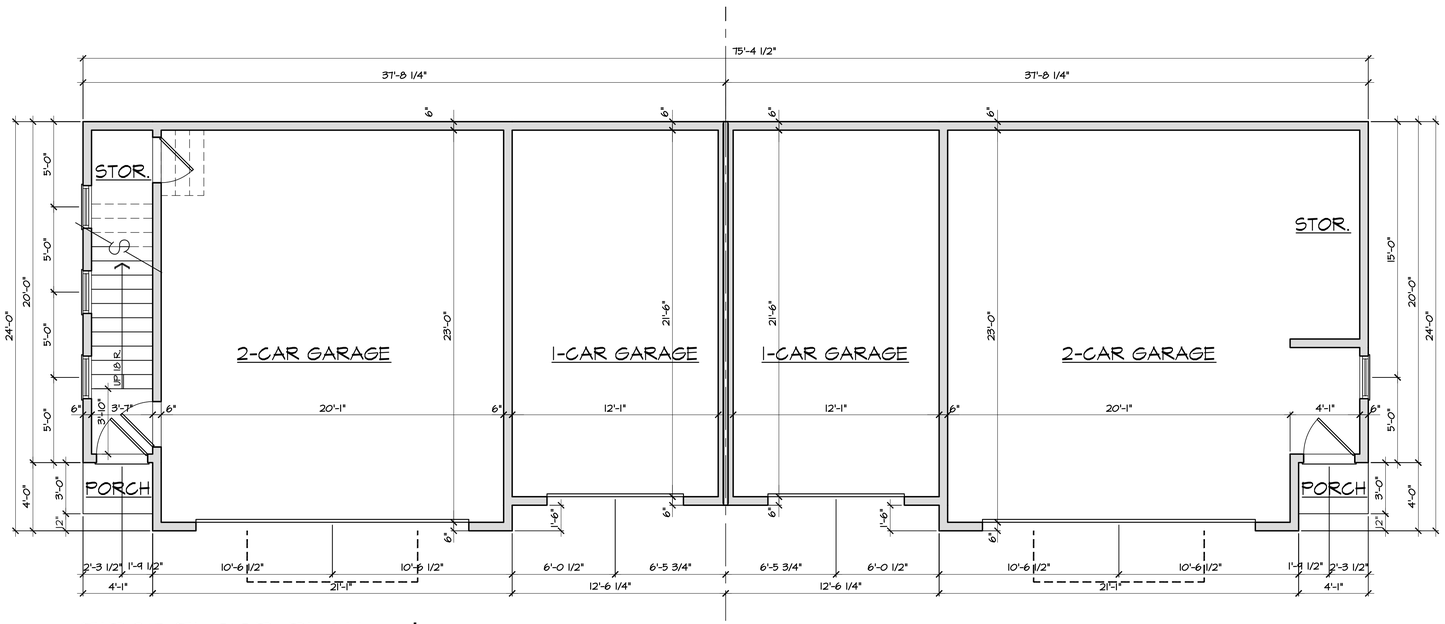


FIRST FLOOR PLAN

SCALE: 1/4" = 1'-0"



SECOND FLOOR PLAN

SCALE: 1/4" = 1'-0"

SQUARE FOOTAGE

2ND FLOOR = ### SQUARE FEET

BUILDING 5

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CONSTELLATION BAY
6 CAR GARAGE W/ APARTMENTS ABOVE

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Final Set:
Revisions:

Drwn: B.H.
Chkd:
Job No. 22055
Sheet No. 2 OF X

LIFESTYLE BY DESIGN

Attachment: 2023-02-17 Constellation Bay Site Plan Set (58 : Constellation Bay Site Plan Amendment Review)

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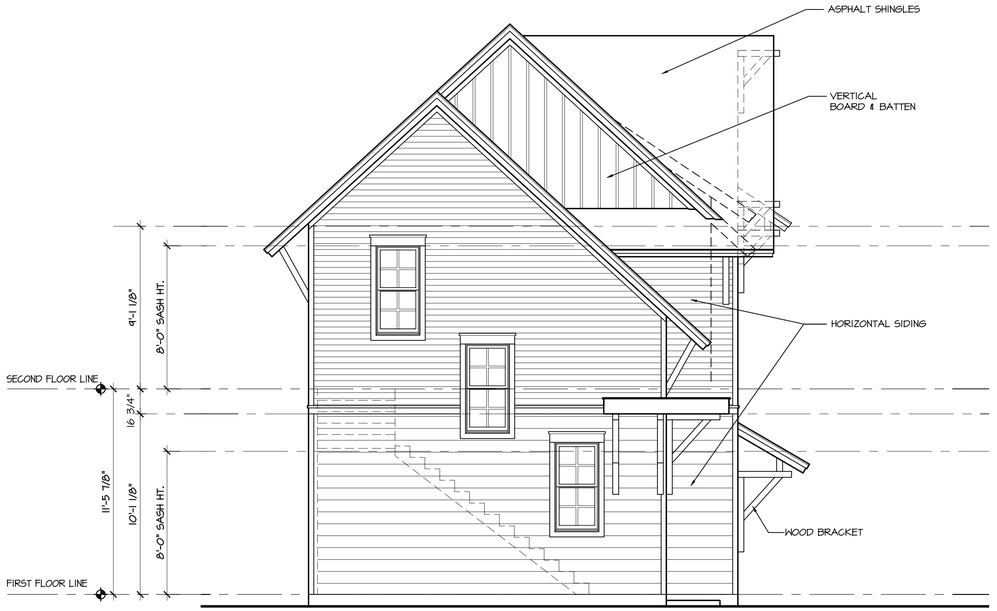

LEFT ELEVATION

SCALE: 1/4" = 1'-0"

FRONT ELEVATION

SCALE: 1/4" = 1'-0"

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Sheet No. 10 OF X

LIFESTYLE BY DESIGN

Attachment: 2023-02-17 Constellation Bay Site Plan Amendment Review (5812 : Constellation Bay Site Plan Set

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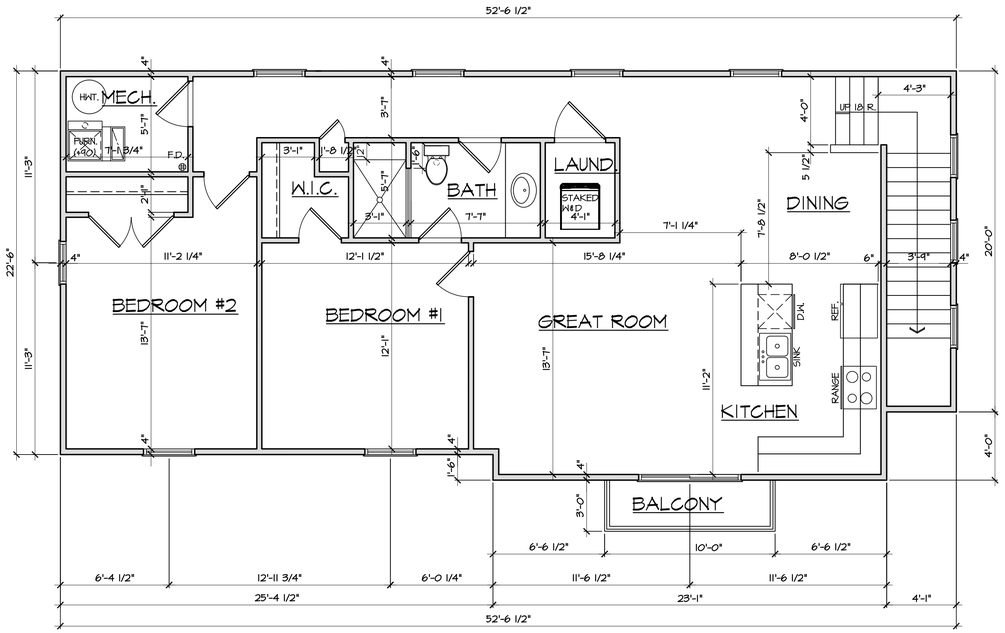
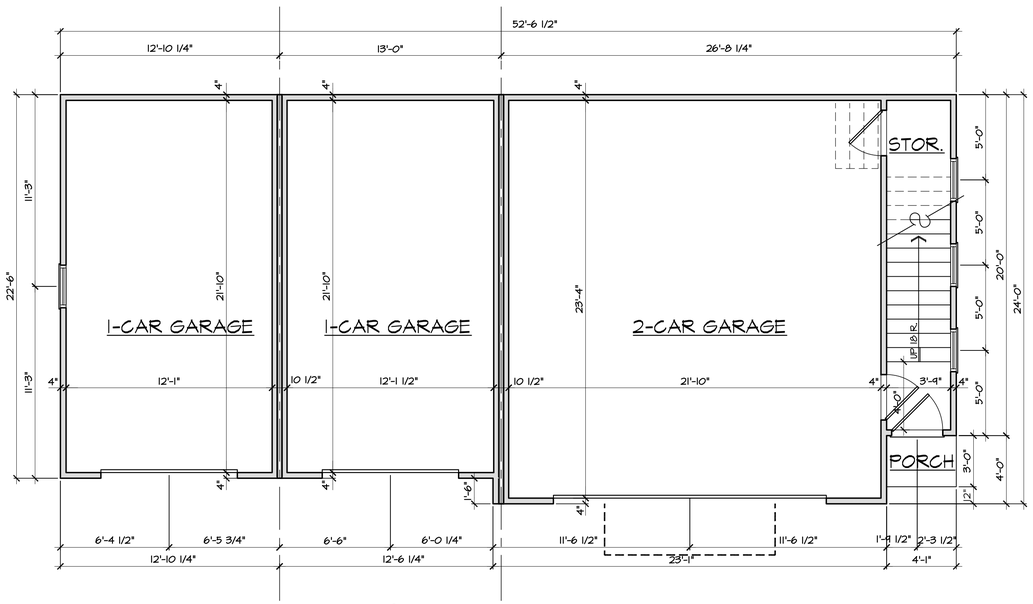


SECOND FLOOR PLAN

SCALE: 1/4" = 1'-0"



FIRST FLOOR PLAN

SCALE: 1/4" = 1'-0"

SQUARE FOOTAGE

2ND FLOOR = 1207 SQUARE FEET

BUILDING 6

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2 BEDROOM APARTMENT ABOVE

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LIFESTYLE BY DESIGN

Attachment: 2023-02-17 Constellation Bay Site Plan Amendment Review) [8.1.12 : Constellation Bay Site Plan Set [58

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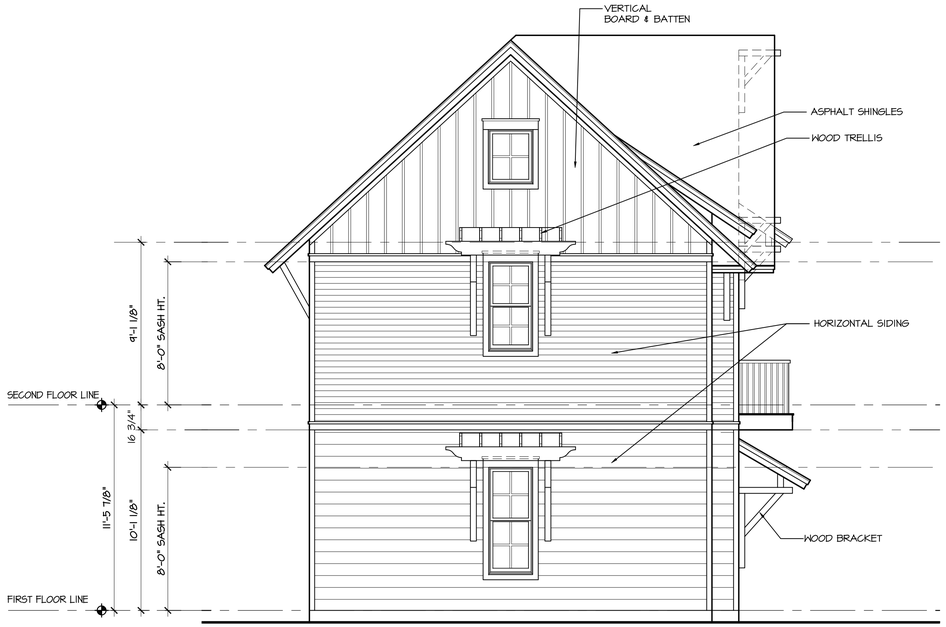
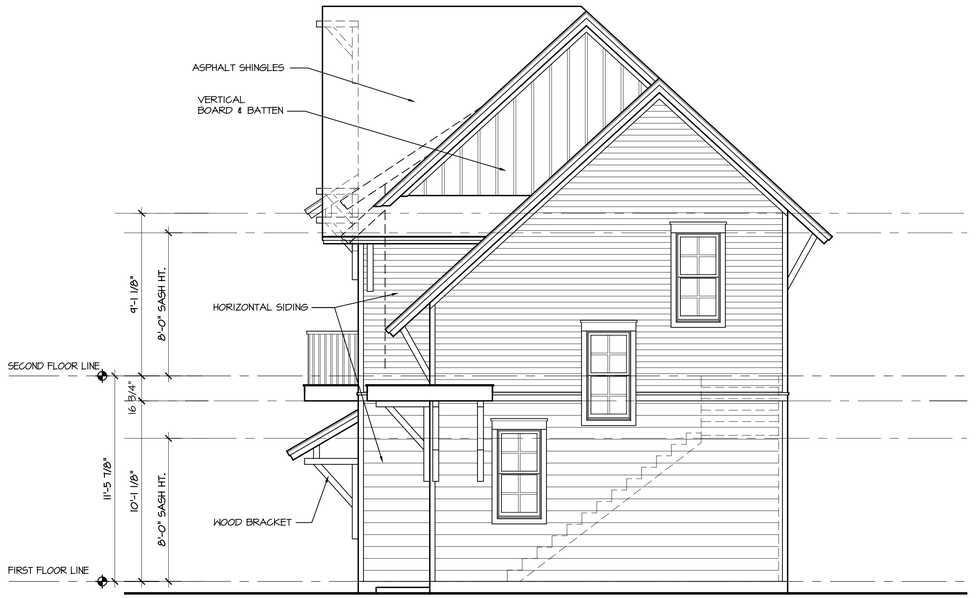


LEFT ELEVATION

SCALE: 1/4" = 1'-0"



RIGHT ELEVATION

SCALE: 1/4" = 1'-0"

FRONT ELEVATION

SCALE: 1/4" = 1'-0"

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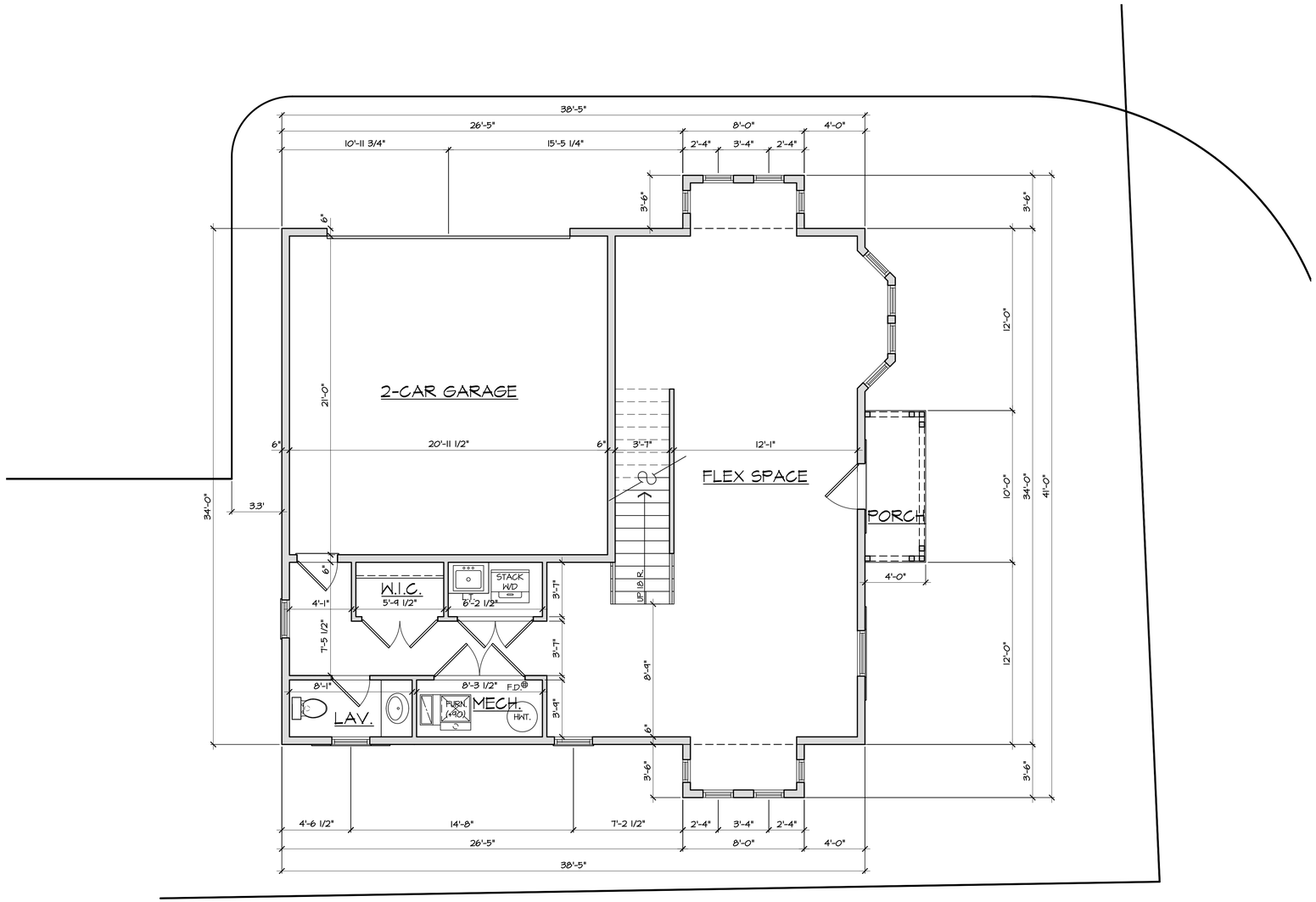

FIRST FLOOR PLAN

SCALE: 1/4" = 1'-0"

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

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

SQUARE FOOTAGE

1ST FLOOR = 916 SQUARE FEET
2ND FLOOR = 1267 SQUARE FEET
TOTAL = 2183 SQUARE FEET

NOTE:

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

BUILDING 7

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4-SQUARE 2-STORY
BUILDING #7

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Job No. 22126
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LIFESTYLE BY DESIGN

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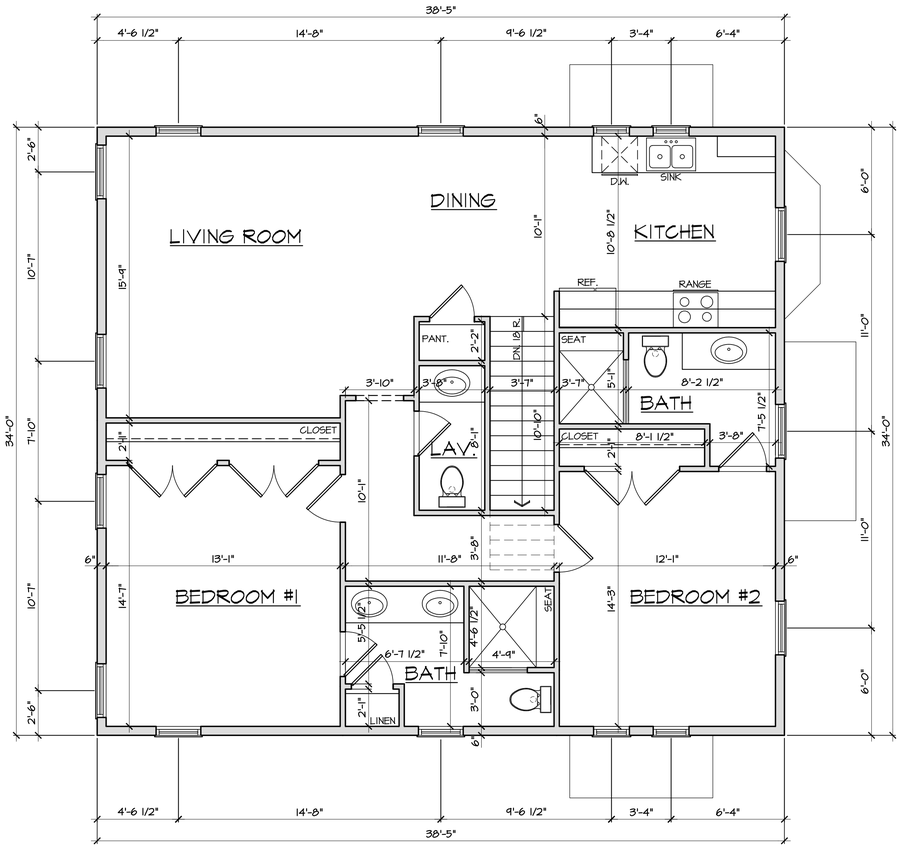

SECOND FLOOR PLAN

SCALE: 1/4" = 1'-0"

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

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

NOTE:
ALL FIRST FLOOR CEILING HEIGHTS TO BE 9'-1 1/8" HIGH UNLESS NOTED OTHERWISE.

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4-SQUARE 2-STORY
BUILDING #7

Review Set: 08/11/22
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Final Set:
Revisions:

Drwn: B.H.
Chkd:

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LIFESTYLE BY DESIGN

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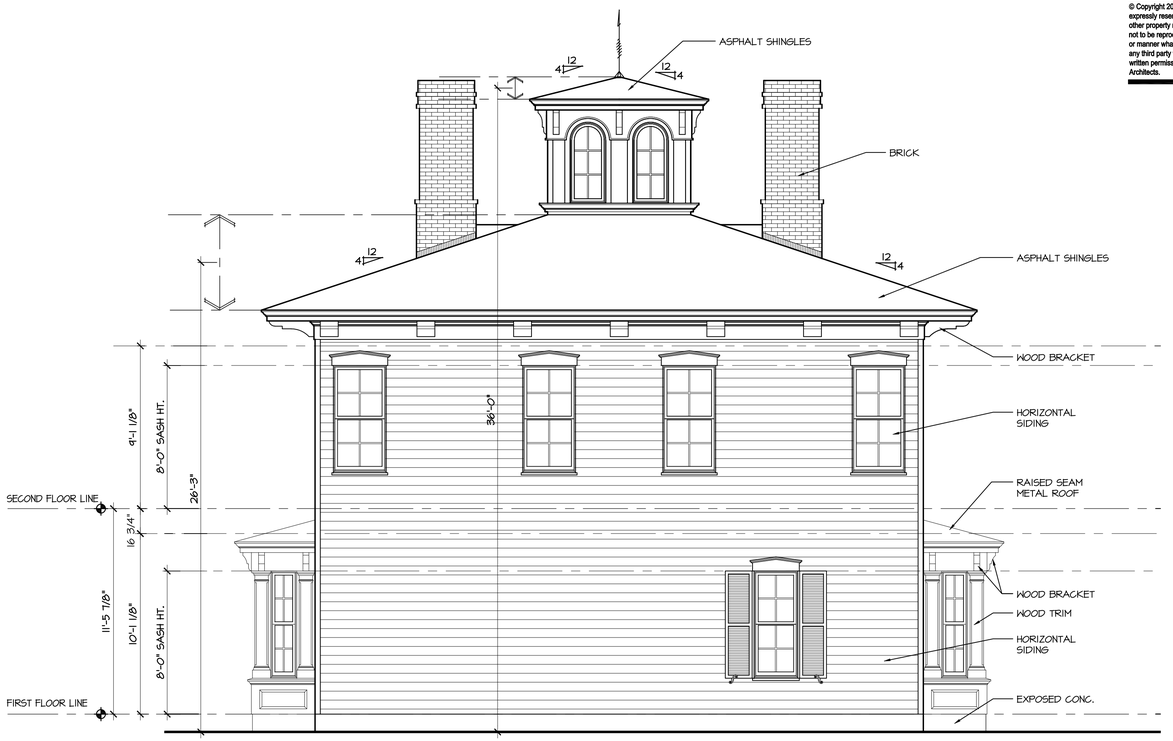
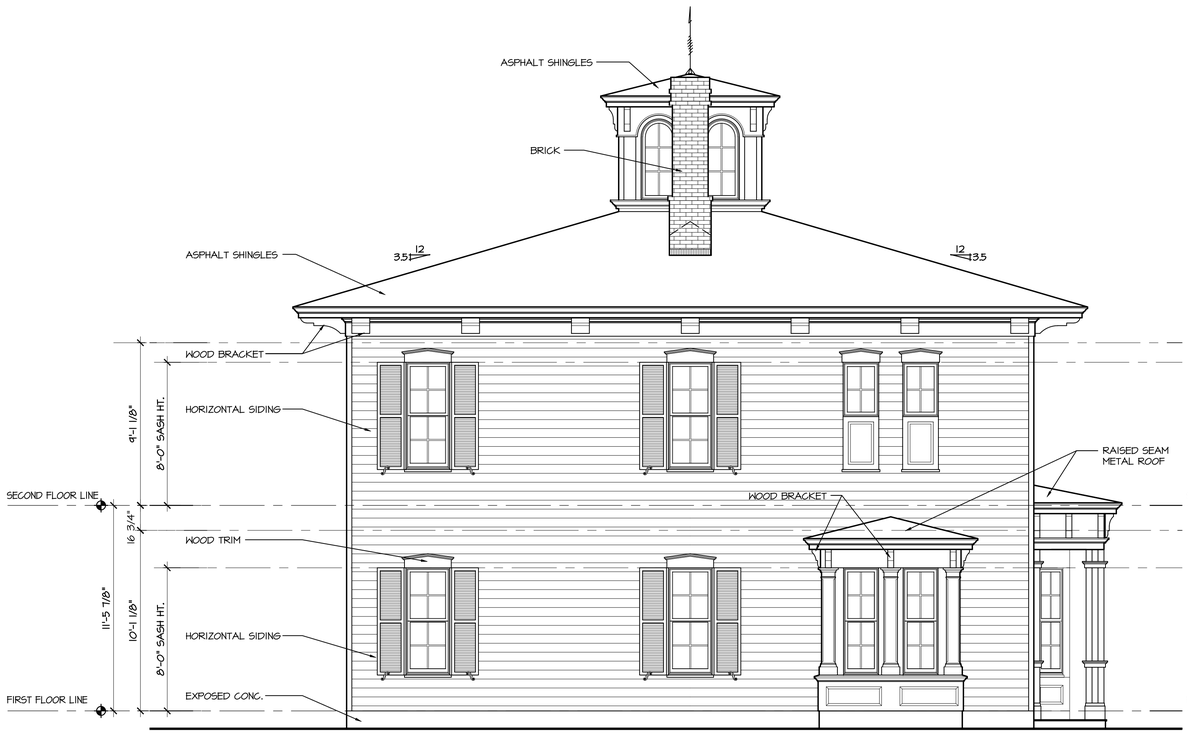
RIGHT ELEVATION

SCALE: 1/4" = 1'-0"



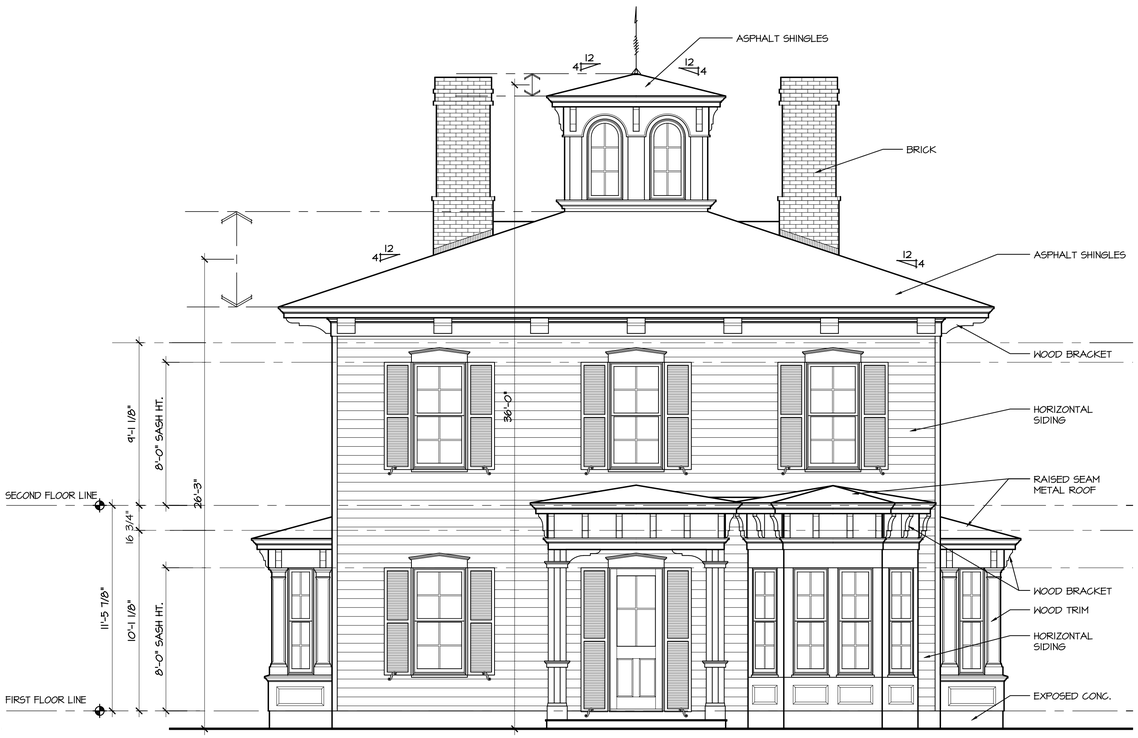
REAR ELEVATION

SCALE: 1/4" = 1'-0"



LEFT ELEVATION

SCALE: 1/4" = 1'-0"



FRONT ELEVATION

SCALE: 1/4" = 1'-0"

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4-SQUARE 2-STORY
BUILDING #7

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LIFESTYLE BY DESIGN

Attachment: 2023-02-17 Constellation Bay Site Plan Amendment Review (5812 : Constellation Bay Site Plan Amendment Set

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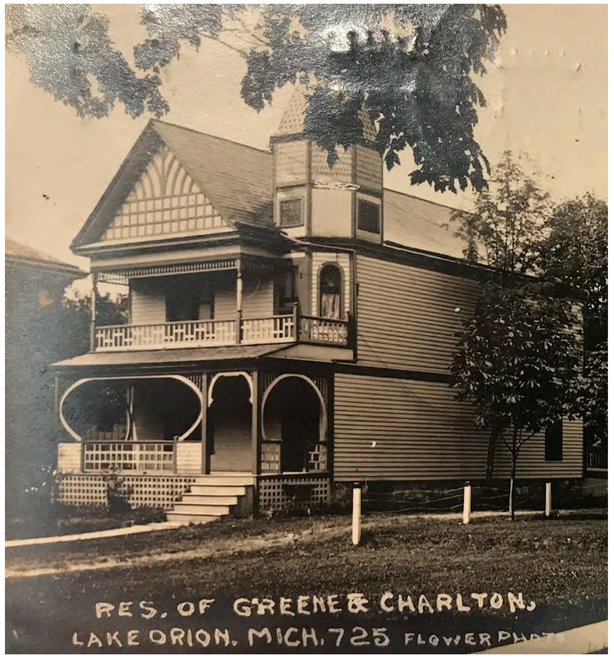
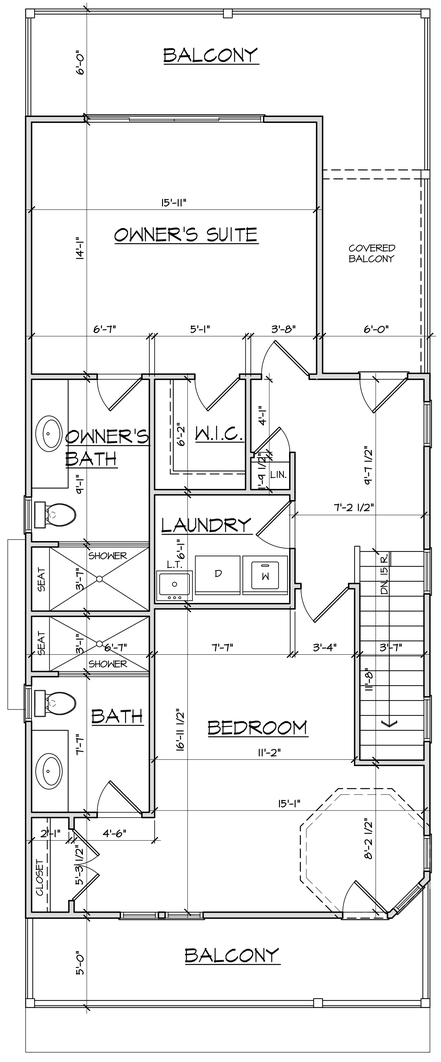
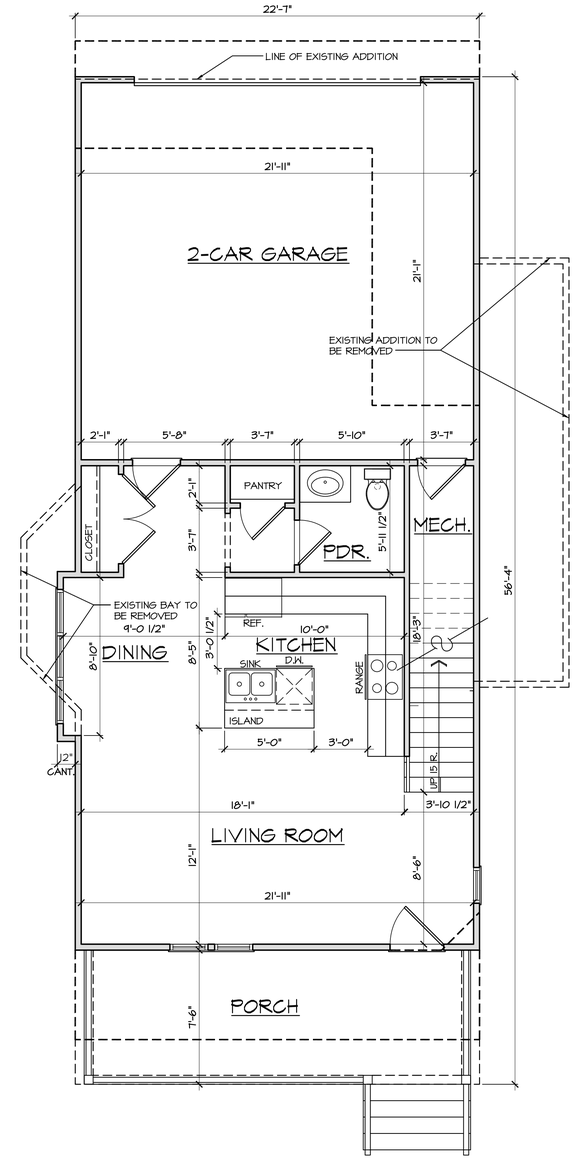




SECOND FLOOR PLAN

SCALE: 1/4" = 1'-0"



FIRST FLOOR PLAN

SCALE: 1/4" = 1'-0"

SQUARE FOOTAGE

1ST FLOOR = 629 SQUARE FEET
2ND FLOOR = 879 SQUARE FEET
TOTAL = 1508 SQUARE FEET

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LIFESTYLE BY DESIGN

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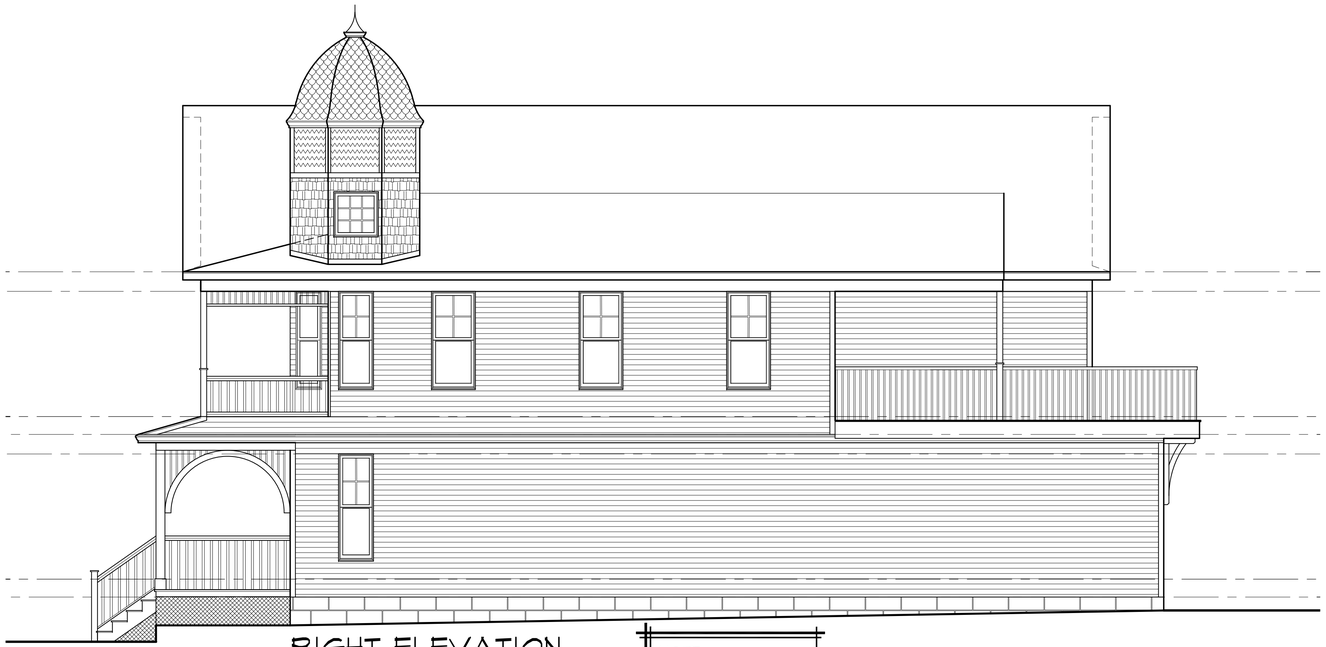
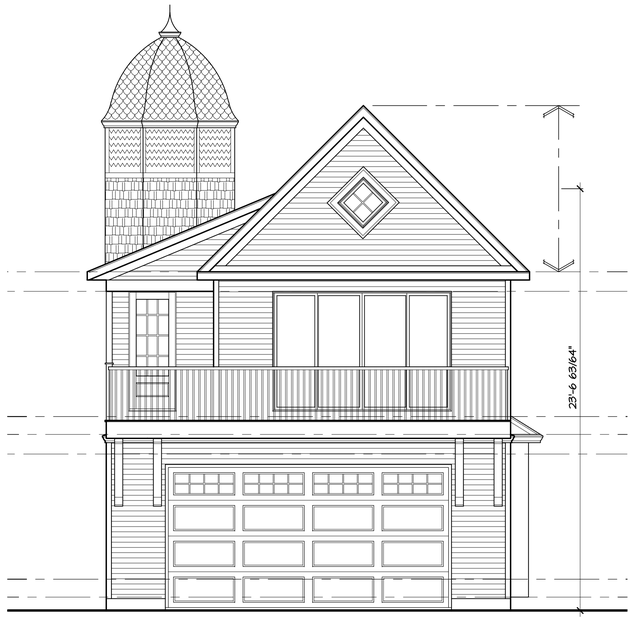


RIGHT ELEVATION

SCALE: 1/4" = 1'-0"

NOTE:
WINDOWS SHOWN ARE BASED ON PRELIMINARY FLOOR PLANS



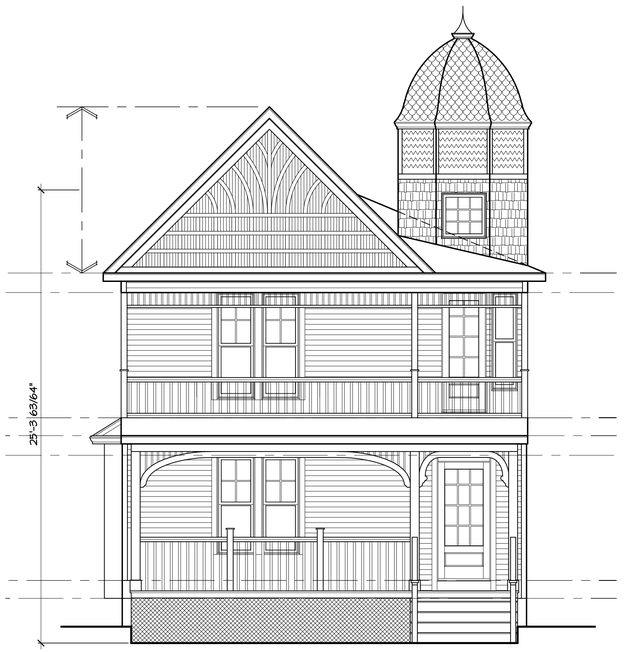
REAR ELEVATION

SCALE: 1/4" = 1'-0"

LEFT ELEVATION

SCALE: 1/4" = 1'-0"

NOTE:
WINDOWS SHOWN ARE BASED ON PRELIMINARY FLOOR PLANS



FRONT ELEVATION

SCALE: 1/4" = 1'-0"

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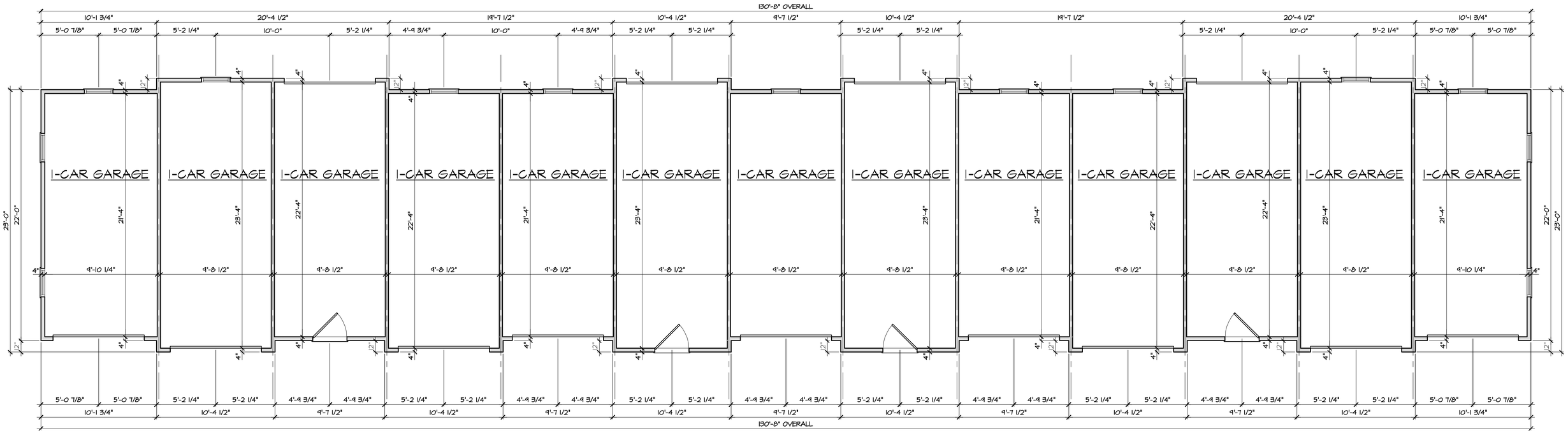

FIRST FLOOR PLAN

SCALE: 1/4" = 1'-0"

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GARAGES

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LIFESTYLE BY DESIGN

Attachment: 2023-02-17 Constellation Bay Site Plan Set (5812 : Constellation Bay Site Plan Amendment Review)

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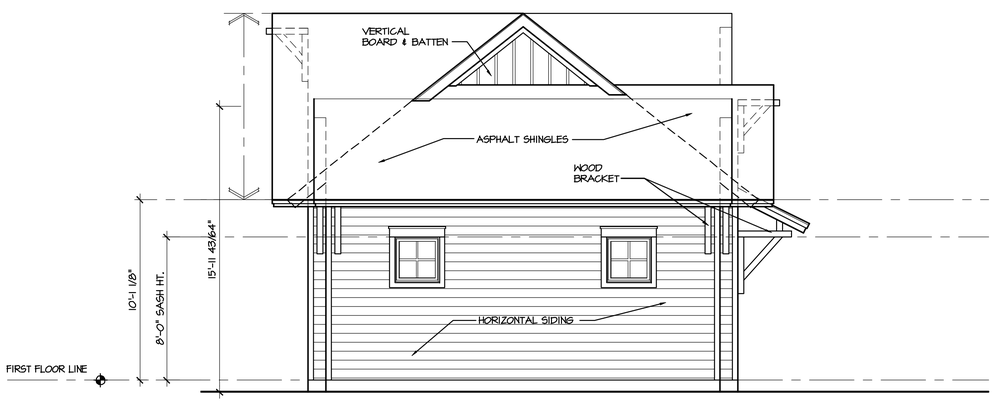
WEST ELEVATION

SCALE: 1/4" = 1'-0"

NOTE:
16'-0" MAX ACCESSORY BUILDING HEIGHT PER SECTION 1311 LAKE ORION ZONING ORDINANCE



NORTH / SOUTH ELEVATION

SCALE: 1/4" = 1'-0"

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LIFESTYLE BY DESIGN

Attachment: 2023-02-17 Constellation Bay Site Plan Set [58 : Constellation Bay Site Plan Amendment Review)

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EAST ELEVATION

SCALE: 1/4" = 1'-0"

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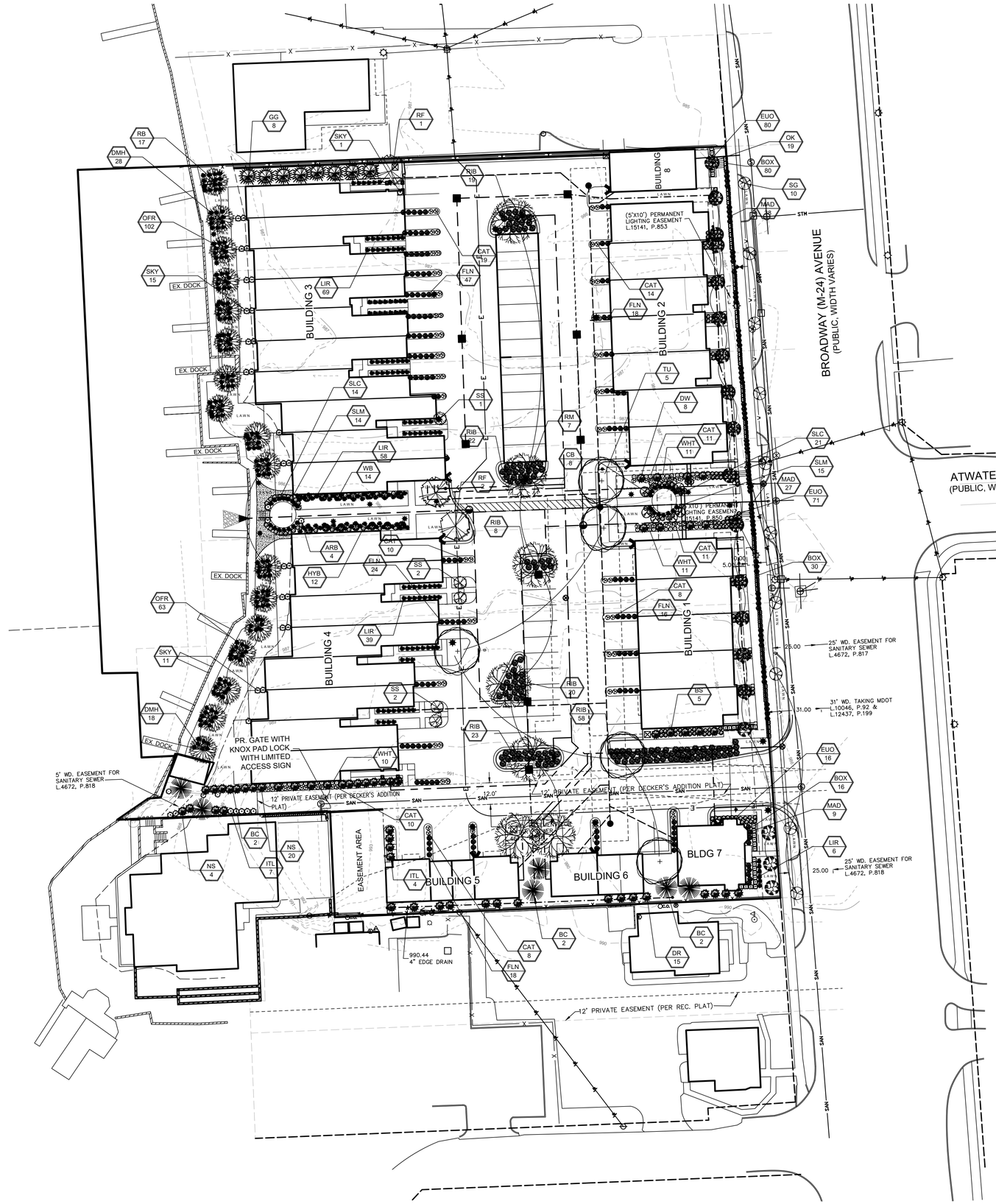
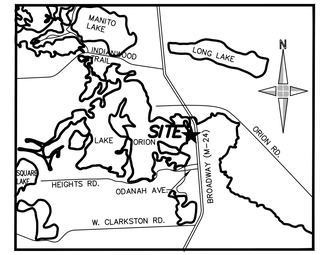
LIFESTYLE BY DESIGN

Attachment: 2023-02-17 Constellation Bay Site Plan Amendment Review) (5812 : Constellation Bay Site Plan Set





LOCATION MAP
(NOT TO SCALE)

PLANT LIST: XXX

PERENNIALS:

NO.	COMMON NAME	BOTANICAL NAME	SIZE	SYMBOL
40	CRYSTAL BLUE COLOR SPIRES™ ALVIA	SALVIA NEMOROSA PPAF	1 GAL. POT	SLC
29	MOULIN ROUGE SALVIA	SALVIA PRATENSIS 'MOULIN ROUGE' PPAF	1 GAL. POT	SLM
172	SILVER DRAGON LIRIOPE	LIRIOPE SPICATA SILVER DRAGON	1 GAL. POT	LIR
12	BLACK NEGLIGEE CIMICIFUGA	CIMICIFUGA BLACK NEGLIGEE	1 GAL. POT	HYB
46	DARK MYSTERY HIBISCUS	HIBISCUS 'DARK MYSTERY' PP32036	1 GAL. POT	DMH
165	OVERDAM FEATHER REED GRASS	CALAMAGROSTIS X ACUTIFLORA OVERDAM	3 GAL. POT	OFR
149	RIBBON GRASS	PHALARIS ARUNDINACEA	1 GAL. POT	RIB
32	DOLCE™SPEARMINT CORAL BELLS	HEUCHERA DOLCE™ 'SPEARMINT' PPAF CPBRAF	2 GAL. POT	WHT
91	PURRSIAN BLUE CATMINT	NEPETA FAASSENII 'PURRSIAN BLUE'	2 GAL. POT	CAT
74	ENCORE MAIDEN GRASS	MISCANTHUS SINENSIS 'ENCORE' PPAF	3 GAL. POT	MAD

SHRUBS:

NO.	COMMON NAME	BOTANICAL NAME	SIZE	SYMBOL
179	EMERALD 'N GOLD EUONYMUS	EUONYMUS FORTUNEI EMERALD 'N GOLD	1 GAL. POT	EUO
123	FINE LINE	RHAMNUS FRANGULA	5-6' HT. B&B	FLN
82	SPRINTER BOXWOOD	BUXUS MICROPHYLLA 'BULTHOUSE' PP25896	30" DIA. B&B	BOX
27	SKYROCKET JUNIPERS	JUNIPERUS SCOPULORUM 'SKYROCKET'	4-5' HT. B&B	SKY
4	TAYLOR JUNIPER	JUNIPERUS VIRGINIANA 'TAYLOR'	6' HT. B&B	ITL
4	FRANKY BOY ARBORVITAE	THUJA ORIENTALIS 'FRANKY BOY'	5 GAL. POT	ARB

TREES:

NO.	COMMON NAME		SIZE	SYMBOL
24	CUPRESSINA NORWAY SPRUCE	PICEA ABIES CUPRESSINA	8' HT. B&B	NS
8	GREEN GIANT ARBORVITAE	THUJA PLICATA 'GREEN GIANT'	8' HT. B&B	GG
6	BALDCYPRESS	TAXODIUM DISTICHUM	8' HT. B&B	BC
19	CRIMSON SPIRE OAK	QUERCUS X CRIMSCHMIDT PP#9103	3" CAL. B&B	OK
7	AUTUMN BLAZE RED-HYBRID MAPLE	ACER X FREEMANII JEFFERSRED PP4864	3" CAL. B&B	RM
3	ROYAL FROST BIRCH	BETULA X ROYAL FROST	3" CAL. B&B	RF
14	PARKLAND PILLAR BIRCH	BETULA PLATYPHYLLA 'JEFPARK' PP25468	3" CAL. B&B	WB
5	ARNOLD TULIP TREE	LIRIODENDRON TULIPIFERA 'ARNOLD'	3" CAL. B&B	TU
8	CORAL BARK JAPANESE MAPLE	ACER PALMATUM 'SANGO KAKU'	3" CAL. B&B	CB
17	RIVER BIRCH	BETULA NIGRA	3" CAL. B&B	RB
8	GOLD RUSH DAWN REDWOOD	METASEQUOIA GLYPTOSTROBOIDES GOLD RUSH	6' HT. B&B	DW
5	SHILOH SPLASH RIVER BIRCH	BETULA NIGRA SHILOH SPLASH PP15362	2" CAL. M STEM B&B	SS
5	LINDSEY'S SKYWARD BALDCYPRESS	TAXODIUM DISTICHUM SKYWARD PP22812	8' HT. B&B	SS
10	SLENDER SILHOUETTE SWEETGUM	LIQUIDAMBAR STYRACIFLUA 'SLENDER SILHOUETTE'	3" CAL. B&B	SG

LEGEND

- PR GATE VALVE AND WELL
- PR HYDRANT
- PR VALVE AND BOX
- W — PR WATERMAIN
- PR STORM CATCH BASIN
- PR STORM MANHOLE
- PR STORM END SECTION
- PR STORM END SECTION
- RAP — PR RIP RAP
- PR STORM SEWER
- PR CLEAN OUT
- PR SANITARY MANHOLE
- PR SANITARY SEWER
- E — PR UNDERGROUND ELECTRIC SERVICE
- GAS — PR UNDERGROUND GAS SERVICE
- T — PR UNDERGROUND TELEPHONE SERVICE
- 4 — PR UTILITY CROSSING
- 941 — PR CONTOUR MINOR (1')
- 940 — PR CONTOUR MAJOR (5')
- 940.20 — PR SPOT ELEVATION
- PR SWALE
- PR CURB AND GUTTER
- PR REVERSE CURB AND GUTTER
- PR STD. DUTY ASPHALT
- PR CONCRETE PAVEMENT

N

0 30' 60'

SCALE: 1" = 30'

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

Professional Seal:

811 Know what's below. Call before you dig.

DATE:	ISSUE:
07.13.2022	SUBMIT FOR SITE PLAN APPROVAL
07.27.2022	REVISE PER FIRE MARSHAL REVIEW
07.28.2022	REVISE PER OWNER
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09.12.2022	REVISED FOR SITE PLAN APPROVAL
09.21.2022	REVISED PER PLANNER / ENGINEER MEETING
01.18.2023	REVISED BUILDINGS 2 AND 8
02.13.2023	SUBMIT FOR AMENDED SITE PLAN

Developed For:

MOCERI COMPANIES

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48326

248.340.9400

LANDSCAPE PLAN

CONSTELLATION BAY

VILLAGE OF LAKE ORION
OAKLAND COUNTY
MICHIGAN

Date:	03.16.2022
Scale:	1"=30'
Sheet:	L1
Project:	20107.20

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Attachment: 2023-02-17 Constellation Bay Site Plan Set (5812 : Constellation Bay Site Plan Amendment Review)

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PLANT NOTES:

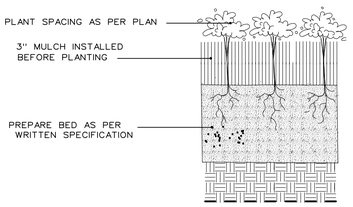
1. Plant materials shall be sound, heathy vigorous, free from plant diseases and insects or their eggs, and shall have normal, healthy root systems. Caliper measurements shall be taken 6: above the ground level. All other measurements shall be in accordance with the latest edition of "American Standard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

GENERAL NOTES:

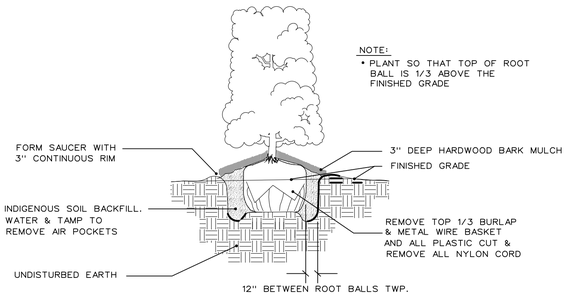
1. All Construction shall conform to the current standards and specifications of local ordinances.
2. All areas not built, landscaped, or paved upon shall be seeded or sodded. Terra seed system or approved equal is encouraged.
3. Contractor to provide tree gaters, one per tree as shown on plan, to convey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

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

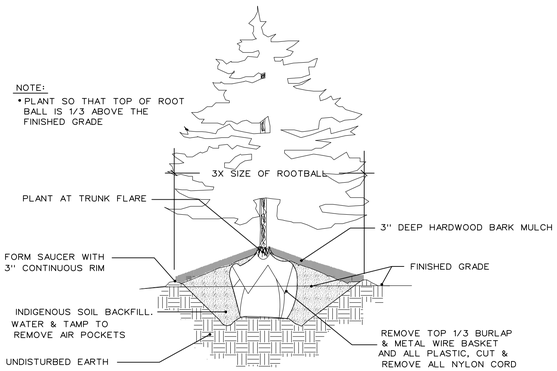
It shall be the responsibility of the landscape contractor to program and periodically adjust the irrigation system (provided by others) as required to ensure delivery of proper and adequate water supply to all plant material, and seeded lawn areas serviced by the same irrigation system, to ensure the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



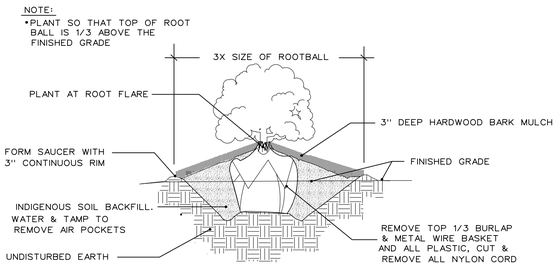
GROUNDCOVER PLANTING DETAIL
NO SCALE



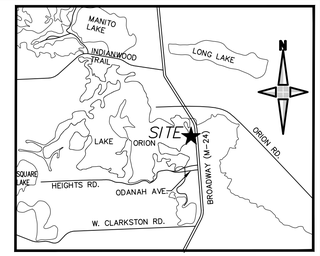
SHRUB HEDGE PLANTING DETAIL
NO SCALE



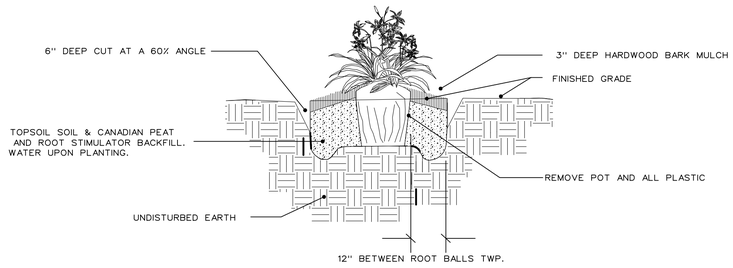
EVERGREEN TREE PLANTING DETAIL
NO SCALE



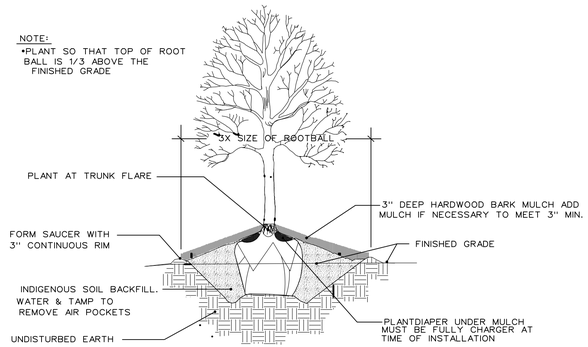
SHRUB PLANTING DETAIL
NO SCALE



LOCATION MAP
(NOT TO SCALE)



PERENNIAL PLANTING DETAIL
NO SCALE



TREE / SHRUB PLANT DIAPER DETAIL
NO SCALE

LAWN SEED MIX:

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

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

Professional Seal:

Know what's **below.** **Call** before you dig.

DATE:	ISSUE:
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01.18.2023	REVISED BUILDINGS 2 AND 8
02.13.2023	SUBMIT FOR AMENDED SITE PLAN

Developed For:

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AUBURN HILLS, MI
48326
248.340.9400

LANDSCAPE DETAILS

CONSTELLATION BAY
VILLAGE OF LAKE ORION
OAKLAND COUNTY
MICHIGAN

Date:	03.16.2022
Scale:	NO SCALE
Sheet:	L2
Project:	20107.20

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Attachment: 2023-02-17 Constellation Bay Site Plan Set (5812 : Constellation Bay Site Plan Amendment Review)

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SITE RENDERING

CONSTELLATION BAY

VILLAGE OF LAKE ORION
OAKLAND COUNTY
MICHIGAN

Date:	03.16.2022
Scale:	NA
Sheet:	L3
Project:	20107.20

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H:\20\20110\20107.20 Constellation Bay\Design\CAD\Site Plan Documents\L3 Site Rendering.dwg

Lighted Bollard

Pole Fixture

Wall Pack

Acorn Fixture per Village Requirements

Schedule

Symbol	Label	Image	Quantity	Manufacturer	Catalog Number	Description	Wattage	Plot
▭	A		99	Wave Lighting		60 Watt Equivalent, A19 Screw Base Lamp, with clear frosted diffuser LED array, 4000K CCT	9.5	Max: 110cd
▫	B		10	Lithonia Lighting	MR2 LED 2 30A350/51K SR3 MVOLT HS	MR2 HOUSING WITH TWO TYPE 3 LIGHT ENGINES AT 350mA WITH HOUSE SIDE SHIELDS	226	Max: 7018cd
◯	C		23	Lithonia Lighting	RADB LED P1 40K SYM DNAXD	RADB LED P1 40K SYM DNAXD	5.21	Max: 319cd
◎	D		3	American Electric Lighting	HTFL P10 XX 40K R5VC AP 8R	Hartsfield LED, P10, 4000K, Type 5 Visual Comfort, Polycarbonate 8" Refractor	25.3	Max: 342cd
▫	E		0	Lithonia Lighting	MR2 LED 2 30A350/51K SR3 MVOLT	MR2 HOUSING WITH TWO TYPE 3 LIGHT ENGINES AT 350mA	226	Max: 10301cd

Mounting Height Note

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

General Note

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

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

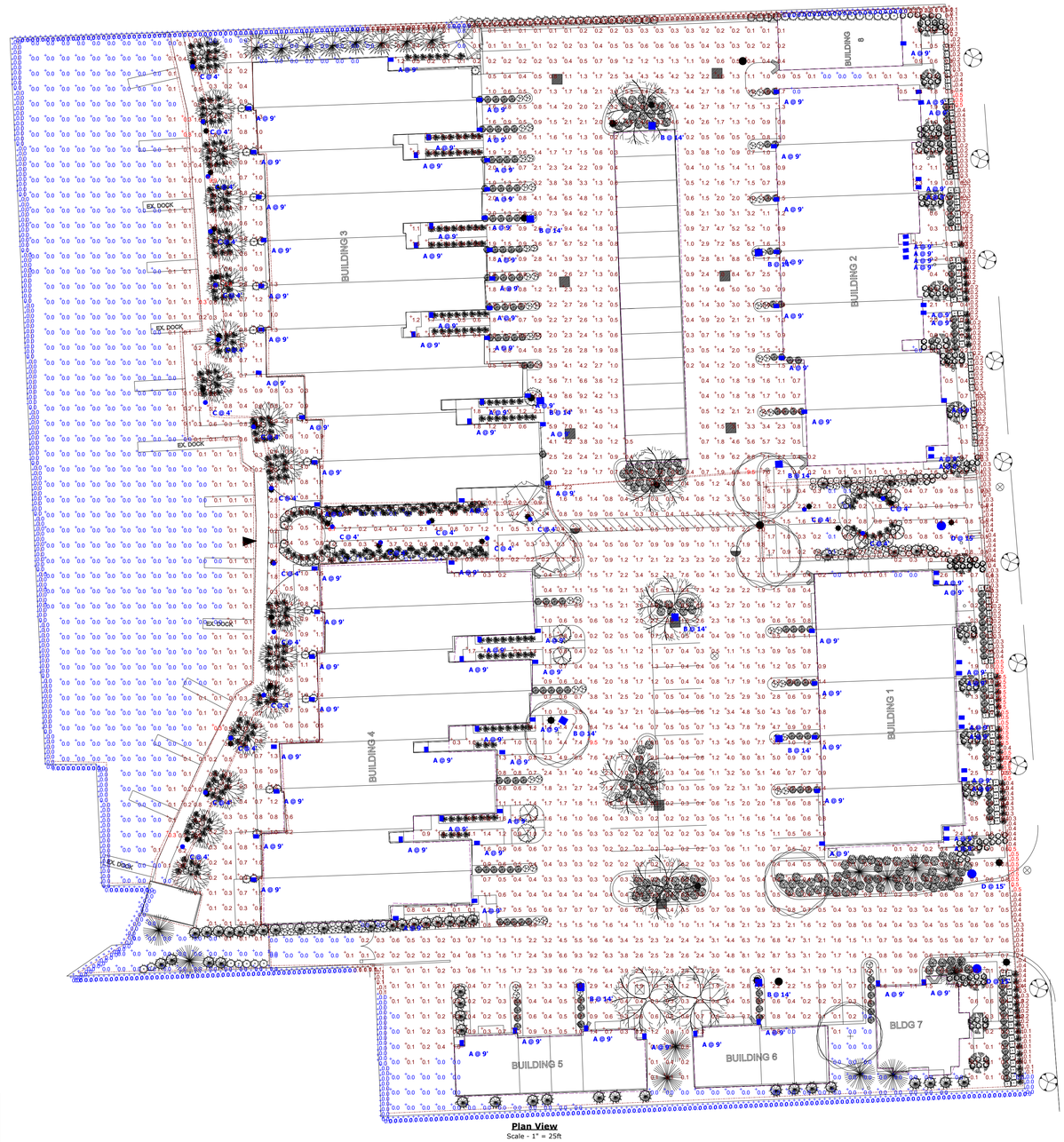
Unless exempt, project must comply with lighting controls requirements defined in ASHRAE 90.1 2013. For specific information contact GBA controls group at ASG@gasserbush.com OR 734-266-6705.

Ordering Note

For Inquiries Contact Gasser Bush at quotes@gasserbush.com.

Drawing Note

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



Plan View
Scale - 1" = 25ft

Statistics			
Description	Symbol	Avg	Max
East Courtyard (Pedestrian)(Copy)	+	1.0 fc	7.9 fc
Lake Front Building Area(Copy)	+	0.7 fc	2.8 fc
Lake Front(Copy)	+	0.0 fc	0.3 fc
Northern Parking Areas(Copy)	+	1.7 fc	9.5 fc
Property Line(Copy)	+	0.1 fc	0.5 fc
Southern Parking Areas(Copy)	+	1.3 fc	9.5 fc
West Courtyard (Pedestrian)(Copy)	+	1.0 fc	6.7 fc
Boardwalk (Pedestrian)(Copy)	+	1.6 fc	9.9 fc

Pedestrian Area Average: 1.23
Parking Area Average: 1.5

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Section:	11
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Professional Seal:

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LIGHTING PLAN

CONSTELLATION BAY

VILLAGE OF LAKE ORION
OAKLAND COUNTY
MICHIGAN

Date:	03.16.2022
Scale:	
Sheet:	LI-1
Project:	20107.20

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Attachment: 2023-02-17 Constellation Bay Site Plan Set (5812 : Constellation Bay Site Plan Amendment Review)

H:\20\20107\20107.20 Constellation Bay\Design\CAD\Base Title Block - Constellation Bay.dwg

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

SITE PLAN and / or SPECIAL LAND USE APPLICATION

PROPERTY INFORMATION

Site Address: See attached

Parcel ID # (Refer to Tax Bill): See attached Zoning District: MU

PROPERTY OWNER INFORMATION

Name: Constellation Bay Orion LLC Address, City, Zip: 3005 University Dr Auburn HIlls, MI 48326

Phone #: 248-631-8581 Owner E-Mail dfm@Moceri.com

APPLICANT INFORMATION *(If applicant is **NOT** property owner)*

Name: Constellation Bay Orion LLC Address, City, Zip: 3005 University Dr Auburn Hills, MI 48326

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

Applicant is: *(i.e. contractor or business owner or architect, etc.)* developer

APPLICANT REQUEST

Site Plan Approval: amended site plan approval

Use Permitted After Special Approval: _____

Use Type Requiring Special Approval: _____

REQUIRED INFORMATION

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

x _____ 1) Final Site Plan. *Two (2) Copies not less than 24 inches by 36 inches in size that meet the requirements of Section 19.02.D.Including, but not limited to:*

a. Dimensioned floor plans and building elevations

b. Hard surface plan identifying parking areas with dimensions and number of spaces provided

c. General landscape and lighting plan

d. Location of trash receptacle and method of screening

x _____ 2) Project Narrative. *A Narrative must accompany Special Land Use applications that identifies the detailed use of the property under review.*

x _____ 3) Property Owner Verification.

x _____ 4) Digital copies of all documents. (*Digital copies are used for Planning Commission review. They may be submitted via email to the Planning & Zoning Coordinator at zoning@lakeorion.org, through Dropbox, or using an external USB drive.)*

_____ 5) Village, Planning, Engineering, and Attorney fees as necessary.

Attachment: 2023-02-17 Constellation Bay Additional Submittal Documents (5812 : Constellation Bay Site Plan Amendment Review)

By signing below you acknowledge all of the following:

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

Signature of Property Owner: _____ **Date:** 2.16.23

Signature of Applicant/Contractor: _____ **Date:** 2.16.23

TO BE COMPLETED BY VILLAGE STAFF:

Date Received:

# of Hard Copies Received:

Electronic Copies Included: Y / N

Fee: Receipt #:

Anticipated Meeting Date:

Attachment: 2023-02-17 Constellation Bay Additional Submittal Documents (5812 : Constellation Bay Site Plan Amendment Review)

Broadway and Atwater Addresses and Parcel Numbers

270 S Broadway – 09-11-226-048

272 S Broadway – 09-11-226-050

284 S Broadway- 09-11-226-052

292 S Broadway- 09-11-226-038

302 S Broadway- 09-11-226-056

312 S Broadway- 09-11-226-040

324 S Broadway- 09-11-226-042

314 S Broadway- 09-11-226-054

Attachment: 2023-02-17 Constellation Bay Additional Submittal Documents (5812 : Constellation Bay Site Plan Amendment Review)

MOCERI
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Michigan's Legendary Dream Builder

Village of Lake Orion

RE: site plan amendment to previously approved Constellation Bay site Plan.

Members of the Planning Commission. We are seeking site plan approval for a small adjustment on paper but a large change for the community.

The adjustments have come about since the relocation of the Queen Anne has developed some issues with its future location, we have chosen to keep the structure as part of the development. We will be keeping the original home and it will become a residential unit. The Constellation Bay community will be booked ended by the reconstructed Italianate home to the south and the Queen Anne home now to the north.
The minor adjustments are as follows:

1. Building 2 will change from a 8plex – to 7plex
2. We are relocating the Queen Anne Structure to the north of the site
3. Rather than a 10' north side yard setback we will reduce it to 1'
   (the MU ordinance is a Zero setback)
   There will be approximately a 7.5' distance between the 7plex and the Queen Anne Unit (Both buildings will be sprinkled)

All other requirements, Setback and Height requirements will remain within the ordinance as previously approved.

Best,
Dominic F. Moceri

3005 UNIVERSITY DRIVE AUBURN HILLS, MICHIGAN 48326 (248) 340-9400 FAX (248) 340-9401
MOCERI.COM

Attachment: 2023-02-17 Constellation Bay Additional Submittal Documents (5812 : Constellation Bay Site Plan Amendment Review)

DocuSign Envelope ID: 8D7976D0-E664-46EB-BC3D-961D48F3CE04

North Parcels

AGREEMENT FOR PURCHASE AND SALE

THIS AGREEMENT FOR PURCHASE AND SALE (this "Agreement") is entered into on October 11, 2021 ("Effective Date"), by and between BZ LAKE ORION, LLC, a Michigan limited liability company, whose address is 803 West Big Beaver Road, Suite 100, Troy, Michigan 48084 ("Seller"), and MOCERI LAKE ORION LLC, a Michigan limited liability company, whose address is 3005 University Drive, Suite 100, Auburn Hills, Michigan 48326 ("Purchaser").

BACKGROUND

Seller is the owner of certain land located in the Village of Lake Orion, Orion Township, Oakland County, Michigan, comprised of Parcels A, B and C, with sidwell numbers 09-11-226-048, 09-11-226-050, 09-11-226-284, 09-11-226-052, 09-11-226-038, 09-11-226-056, 09-11-226-040 and 09-11-226-042, each parcel being described on **Exhibit "A"** attached hereto and made a part hereof, (collectively, the "Property"). The Property is commonly known as 270, 272 284, 292, 302, 312 and 324 S. Broadway St., Lake Orion, Michigan.

AGREEMENT

1. Purchase and Sale.

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

2. Purchase Price.

The purchase price to be paid by Purchaser for the Property shall be [illegible]

2.01 Deposit.

Upon execution of this Agreement by both parties, Purchaser shall deposit with LIRA Title Agency ("Escrow Agent"), whose address is 12900 Hall Road, Suite 180, Sterling Heights, Michigan 48313, the [illegible] Deposit shall be held in a non-interest bearing account, and shall be refunded, forfeited, or credited to the Purchase Price at closing as provided in this Agreement.

3. Title & Survey.

Within thirty (30) days after the Effective Date, Seller shall provide, at Seller's expense, a commitment for title insurance, including copies of all exceptions, prepared by Escrow Agent ("Commitment"). Within thirty (30) days after the Effective Date, Purchaser may obtain, at its

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sole expense, an ALTA survey sealed and dated within six (6) months of the Effective Date ("Survey"). Purchaser shall have twenty-one (21) days from receipt of both the Commitment and Survey (if Purchaser obtains a Survey within the thirty (30) day period described above) in which to examine the condition of title and the Survey. Within such twenty-one (21) day period, if Purchaser fails to provide Seller with written notice of specific defects which make title to the Property unsatisfactory to Purchaser, or specific defects in the Survey which make the Property unsatisfactory to Purchaser, then, for all purposes of this Agreement, Purchaser shall be deemed to have accepted title in the condition described in the Commitment and shall have accepted the Survey. If Purchaser notifies Seller of Purchaser's objections to the condition of title (including matters revealed on the Survey), or of objections to the Survey within such twenty-one (21) day period, then Seller agrees to use reasonable diligence to make title good and marketable, or correct the objectionable items on the Survey, for which purposes Seller shall have reasonable time, but, in no event, not more than fourteen (14) days from the receipt of Purchaser's written notice that title and/or the Survey are/is unacceptable. If title and/or the Survey are/is not rendered acceptable to Purchaser at the end of fourteen (14) days, the Deposit, at the election of Purchaser, may, by notice in writing to Seller not later than ten (10) days after the end of such fourteen (14) day period, be returned to Purchaser and all parties shall be released from any and all obligations hereunder. If Purchaser does not give notice to Seller within ten (10) days after the end of such fourteen (14) day period, Purchaser shall be deemed to have waived any defects in title and/or the Survey. Notwithstanding the provisions of this Section, if Seller's title is subject to any mortgage, land contract vendor's interest, mechanics lien or other lien or encumbrances securing a monetary obligation, the same shall be deemed a defect to Seller's title without the necessity of objection by Purchaser and shall be paid and satisfied (or bonded over if disputed) and discharged of record at closing.

4. Investigation Period.

(a) Purchaser shall have a period of ninety (90) days from the Effective Date in which to investigate the Property ("Investigation Period"); provided, however, if Seller fails to deliver the Seller's Materials (as defined below) within seven (7) days from the Effective Date then the Investigation Period shall commence on the date that Purchaser has received all of Seller's Materials (as defined below). If Seller is not in possession of certain items in the list of Seller's Materials, Seller shall advise Purchaser of the same, at which time the Investigation Period shall commence. During the Investigation Period, Purchaser shall inspect all aspects of the Property it deems necessary, including, but not limited to, environmental studies (which may include borings) and all studies necessary in order to obtain site plan approval from the Village of Lake Orion for a new residential development on the Property, including the removal of certain existing structures, land divisions, docks, seawalls and boat slips along Lake Orion. During the Investigation Period, Purchaser may, in its sole discretion, seek a determination as to whether the Property can be improved pursuant to Purchaser's development plan and shall have the right to obtain any rezoning, planned unit development ("PUD") or special land use permit for the Property, as may be necessary for Purchaser's intended development. Purchaser may verify that adequate utility service is available to the Property and that the soil conditions, including drainage, sanitary sewer availability, and water availability, are acceptable for the intended use.

(b) Seller shall provide to Purchaser, at no cost to Purchaser, copies of any building plans, land surveys, wetlands studies, soil reports, all environmental reports (including the location of past and existing underground storage tanks, monitored well locations, if any, copies of Phase I Reports, Phase II Reports, Brownfield Plans and Due Care Plans, if applicable), all

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leases, licenses, agreements and permits pertaining to the Property, including any either with or provided by Michigan Department of Environmental, Great Lakes and Energy, Michigan Department of Environmental Quality, Michigan Department of Natural Resources, and/or Village of Lake Orion, service contracts and other documents pertaining to the Property reasonably within the possession or control of Seller (collectively, "Seller's Materials").

(c) During the Investigation Period, Purchaser and its agents shall be provided with full access to the Property, including permission to perform soil borings and to conduct other investigations as needed to determine the Property's compatibility for Purchaser's proposed development. Purchaser assumes liability for the acts of its agents who enter the Property, and shall indemnify, defend and hold Seller harmless from any loss, cost, damage or expense incurred by Seller as a result of such acts.

(d) Within the Investigation Period, Purchaser shall provide written notification to Seller as to whether Purchaser is, or is not, satisfied with the Property. Lack of Purchaser's notification shall be deemed to be Purchaser's satisfaction with the Property. If Purchaser terminates this Agreement within the Investigation Period or Entitlement Period (as defined below), Purchaser's Deposit shall be returned by Escrow Agent to Purchaser.

4.01 Entitlement Period.

If Purchaser has not obtained the Governmental Approvals (as defined in Section 4.02, below) during the Investigation Period, Purchaser shall have the right, upon Purchaser delivering notice to Seller prior to the expiration of the Investigation Period, to continue its pursuit of the requisite Governmental Approvals for an additional period of time which expires one hundred eighty (180) days after expiration of the Investigation Period ("Entitlement Period"). Upon the commencement of the Entitlement Period, Purchaser shall be deemed satisfied with its inspection of the Property's title, survey and property investigation (unless otherwise agreed to in writing), as the Entitlement Period is intended to give Purchaser the time needed to obtain Governmental Approvals. All Governmental Approvals must be satisfactory to Purchaser for Purchaser's intended development of the Property. If the Governmental Approvals obtained during the Entitlement Period are unacceptable to Purchaser, Purchaser shall provide Seller with a written notice terminating this agreement and receive a refund of its Deposit.

If Purchaser has not obtained the Governmental Approvals within the Entitlement Period, Purchaser may extend the Entitlement Period for an additional ninety-five (95) consecutive days ("Extended Entitlement Period"). In order to exercise the Extended Entitlement Period, Purchaser's Deposit shall become non-refundable (except in the event of Seller's default) and applicable to the Purchase Price. The Extended Entitlement Period shall commence at the expiration of the Entitlement Period upon Purchaser delivering written notice to Seller requesting such extension prior to the expiration of the Entitlement Period. If Purchaser does not terminate the Agreement prior to the expiration of the Entitlement Period and does not exercise the Extended Entitlement Period, the Deposit shall become non-refundable, and applicable to the Purchase Price (except in the event of Seller's default).

Provided Purchaser proceeds in a diligent manner investigating the Property, provides routine status reports to Seller (not more frequently than once a month) and puts forth best efforts to obtain Governmental Approvals, the parties will adhere to the timing provided in this Section 4.01. During the Entitlement Period and/or Extended Entitlement Period, Purchaser

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shall have the right to continue to investigate the Property as it deems necessary to obtain Governmental Approvals.

4.02 Zoning and Site Plan Approval Period.

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

5. Closing.

The purchase and sale contemplated by this Agreement shall be closed on a date mutually acceptable to Purchaser and Seller that is within thirty (30) days after Purchaser's receipt of all final Governmental Approvals for Purchaser's development at the Property. Closing shall occur at the offices of Purchaser's legal counsel at a time mutually agreed upon by Seller and Purchaser. If Purchaser notifies Seller that it requires a reasonable extension of the date of closing for the purpose of obtaining financing, then Seller shall grant such reasonable extension.

5.01 Closing Documents.

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

(a) A Covenant Deed in recordable form, prepared by Purchaser and duly executed by Seller, conveying to Purchaser fee simple title to the Property. The Covenant Deed shall be subject only to the exceptions to title not objected to or waived by Purchaser pursuant to Section 3.00 above. The Covenant Deed shall not state the purchase price. The parties shall sign a transfer tax valuation affidavit.

(b) An affidavit containing Seller's United States taxpayer identification number and stating that Seller is not a foreign person under the Internal Revenue Code, Section 1445, and other applicable laws and Internal Revenue Service regulations.

(c) The customary Seller's affidavit (owner's affidavit) sufficient to induce the title company to issue its policy at closing without "standard exceptions".

(d) An assignment of: (i) any contracts and other agreements, including leases, licenses and service contracts (approved by Purchaser) with respect to the Property; (ii) all site plans, construction and development drawings, plans and specifications, documents, surveys, and engineering and soil reports and studies with respect to the Property and (iii) all licenses, permits, agreements, zoning approvals, drainage rights, and similar or equivalent private and governmental documents and approvals of every kind and character pertaining or applicable to or in any way connected with the Property, including any permits or other authorizations from the Michigan Department of Natural Resources and/or Michigan Department of Environmental, Great Lakes and Energy in the form attached hereto as **Exhibit "B"**.

(e) A duly executed Assignment and Assumption of Leases in the form attached as **Exhibit "C"**.

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(f) An executed certificate certifying the rent roll, current as of the day of Closing, attached hereto as **Exhibit "D"**.

(g) To the extent in Seller's possession, all certificates of insurance, if any, which are required by the leases at the Property to be furnished to the landlord.

(h) A closing statement reflecting the Purchase Price and the agreed upon adjustments to the Purchase Price.

(i) An executed certificate to Purchaser that the representations and warranties of Seller contained in this Agreement are true and correct as of the closing date.

(j) All other documents that may be deemed necessary in order to close the transaction contemplated by this Agreement.

(k) Purchaser shall also sign the closing statement. The parties shall cooperate to execute and deliver such other documents as are usual and customary to give effect the intentions of this Agreement.

5.02 Payment of the Purchase Price; Adjustments.

(a) At the closing, Purchaser shall pay to Seller the Purchase Price in cash or certified funds.

(b) Seller shall pay the cost of the Owner's ALTA title insurance policy at closing. Purchaser shall pay recording fees and the cost of any mortgage policy and special coverage endorsements requested by Purchaser. Purchaser shall receive credit against the Purchase Price for the Deposit. Seller shall be responsible for all transfer taxes. Purchaser shall pay for the cost of recording the deed. Seller shall pay the Title Company's closing costs.

(c) Seller shall pay real estate taxes due and payable before closing. At closing, the current real estate taxes on the Property shall be prorated between the parties on a "due date" basis in accordance with local custom. Installments of special assessments shall be prorated between the parties in the same manner as current real estate taxes. Other special assessment installments due before closing shall be paid by Seller, and those due after closing shall be paid by Purchaser. In addition, Seller shall cost of all utility consumption through the day of closing, including the payment of all water, sewer and storm water fees.

(d) All rent, fees, charges and other income due under the leases, assigned by Seller to Purchaser, and any and all other income, profits, or revenue accruing to Seller, or the Property, with respect to the Property, and received by Seller on or before the closing, shall be prorated as of closing on an accrual basis. Seller shall be entitled to receive cash flow attributable to the period prior to the closing date. Also, Purchaser shall receive a credit in the amount of the security deposits delivered to Seller pursuant to the tenants' leases, and all accounts receivable shall be transferred to Purchaser at the time of Closing.

6. Possession.

Purchaser shall be granted possession of the Property as of the closing.

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7. As-Is Conveyance.

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

8. Condemnation.

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

9. Default.

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

10. Seller's Representations and Warranties.

Seller represents and warrants to Purchaser that:

(a) Seller shall reasonably cooperate with Purchaser during the Investigation Period in Purchaser's effort to obtain Governmental Approvals for the development of the Property, including, but not limited to, rezoning of the Property, land divisions, a PUD agreement and/or court proceedings, as may be necessary.

(b) Seller's knowledge of the environmental condition of the Property is limited to the information contained in the environmental reports, if any, in Seller's possession, copies of which shall be provided to Purchaser.

(c) There are no known condemnation or eminent domain proceedings pending or contemplated against the Property or any part thereof, and Seller has received no notice of the desire of any public authority or other entity to take or use the Property or any part thereof.

(d) There are no threatened or pending lawsuits or proceedings against or affecting Seller or any part of the Property which (i) do or could affect title to the Property or any part thereof; or (ii) do or could prohibit or make unlawful the consummation of the transaction contemplated by this Agreement, or render Seller unable to consummate the same.

(e) Seller shall not: (i) sell, transfer or market the Property; (ii) enter into new leases, easements or licenses, without the approval of Purchaser, which approval shall not be

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unreasonably withheld, and in no event shall Seller enter into any new easements or licenses that will not terminate within thirty (30) days after closing; or (iv) permit any lien to arise against the Property that cannot be terminated prior to closing or discharged at closing.

(f) Seller has no actual knowledge of any claims and has not received notice from a third party alleging an interest in the bottomlands of the body of water owned by Seller.

(g) Seller shall not list or otherwise market the Property during the duration of this Agreement.

(h) Seller has no actual knowledge of existing violations of any laws, zoning ordinances, regulations, orders or requirements of departments of housing, building, fire, labor, health, or other municipal departments or other governmental authorities having jurisdiction against or affecting the Property.

(i) There is no assessment presently outstanding or unpaid for local improvements or otherwise which has or may become a lien against the Property. Further, Seller knows of no public improvements which have been ordered to be made and/or which have not heretofore been completed, assessed and paid for.

(j) There are no attachments, executions or assignment for the benefit of creditors or voluntary proceedings in bankruptcy or under any other debtor relief laws contemplated by or pending or threatened by or against Seller and there is no pending or threatened action, suit, arbitration, claim or proceeding against Seller or any of its principals that could adversely affect its ability to perform its obligations under this Agreement and consummate the sale of the Property pursuant hereto.

(k) Seller has no knowledge or notice that any present default or breach exists under any mortgage or other encumbrance encumbering the Property or any covenants, conditions, restrictions, rights-of-way or easements which may affect the Property or any portion or portions thereof and that, to the best of Seller's knowledge, no condition or circumstance exists which, with the passage of time and/or the giving of notice, or otherwise, would constitute or result in a default or breach under any such covenants, conditions, restrictions, rights-of-way or easements.

(l) No person, firm or other legal entity other than Purchaser has any right or option whatsoever to acquire the Property or any portion or portions thereof or any interest therein.

(m) There are no contracts and/or service contracts, leases, licenses, maintenance or management agreements or other similar agreements affecting the Property except as set forth on **Exhibit "E".**

(n) To the best of Seller's knowledge, (i) there exists no uncured events of default under any lease nor any event which, with the giving of notice or the passage of time or both, would constitute an event of default by Seller at the Property, (ii) there has not been any assertion in writing by a tenant, nor does it have any defense, set-off or counterclaim with respect to its obligations under any of the leases at the Property; and (iii) no rent under any lease has been prepaid for more than one (1) month in advance, nor are there any rebates, rental concessions, free-rent periods, credits, set-offs, rent reductions, take-back or take-over obligations or any other concessions granted thereunder.

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It is understood and agreed that Seller is not making and has not at any time made any warranties or representations of any kind or character, expressed or implied, with respect to the Property, including, but not limited to, any warranties or representations as to habitability, merchantability, fitness for a particular purpose, title (other than Seller's limited warranty of title to be set forth in the deed), zoning, tax consequences, latent or patent physical or environmental condition, utilities, operating history or projections, valuation, governmental approvals, the compliance of the Property with governmental laws, the truth, accuracy or completeness of the Property documents or any other information provided by or on behalf of Seller to Purchaser, or any other matter or thing regarding the Property. Purchaser acknowledges and agrees that upon Closing, Seller shall sell and convey to Purchaser and Purchaser shall accept the Property "AS IS, WHERE IS, WITH ALL FAULTS".

Purchaser has not relied on will not rely on, and Seller is not liable for or bound by, any expressed or implied warranties, guaranties, statements, representations or information pertaining to the Property or relating thereto (including specifically, without limitation, property information packages distributed with respect to the Property) made or furnished by Seller, the manager of the Property, or any real estate broker or agent representing or purporting to represent Seller, to whomever made or given, directly or indirectly, orally or in writing, unless specifically set forth in this Agreement.

Purchaser represents to Seller that Purchaser has conducted, or will conduct prior to Closing, such investigations of the Property, including but not limited to, the physical and environmental conditions thereof, as Purchaser deems necessary to satisfy itself as to the condition of the Property and the existence or nonexistence or curative action to be taken with respect to any hazardous or toxic substances on or discharged from the property, and will rely solely upon same and not upon any information provided by or on behalf of Seller or its agents or employees with respect thereto, other than such representations, warranties and covenants of Seller as are expressly set forth in this Agreement.

Upon Closing, and pursuant to the governance of Michigan and Federal laws, Purchaser shall assume the risk that adverse matters, including, but not limited to, construction defects and adverse physical and environmental conditions, may not have been revealed by Purchaser's investigations, and Purchaser, which upon Closing, shall be deemed to have waived, relinquished and released Seller (and Seller's officers, directors, shareholders, partners, members, employees and agents) from and against any and all claims, demands, causes of action (including causes of action in tort), losses, damages, liabilities, costs and expenses (including attorneys' fees and court costs) of any and every kind or character, known or unknown, which Purchaser might have asserted or alleged against Seller (and Seller's officers, directors, shareholders, partners, members, employees and agents) at any time by reason of or arising out of any latent or patent construction defects or physical conditions, violations of any applicable laws (including, without limitation, any environmental laws) and any and all other acts, omissions, events, circumstances or matters regarding the Property, other than for those matters for which Seller has knowledge of but does not disclose to Purchaser. Other than as provided by controlling legal and governing authority, Purchaser agrees that should any cleanup, remediation or removal of hazardous substances or other environmental conditions on the Property be required after the Closing Date, such clean-up, removal or remediation shall be the responsibility of and shall be performed at the sole cost and expense of Purchaser. Purchaser does not indemnify Seller for any claims made against Seller by any governmental agency or third parties which arise from an environmental condition at the Property.

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11. Miscellaneous.

(a) **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the transaction contemplated herein and supersedes all prior understandings or agreements between the parties. No amendment or modification of this Agreement shall be binding upon the parties unless made in writing and signed by both Seller and Purchaser.

(b) **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective representatives, successors and permitted assigns.

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

If to Purchaser:
Dominic F. Moceri
3005 University Drive
Auburn Hills Michigan 48326
Phone: (248) 340-9400
Fax: (248) 340-5965
Email: DFM@moceri.com

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

If to Seller:
Ron Bostick, Sr.
BZ Lake Orion, LLC
803 W. Big Beaver Road, Suite 100
Troy, Michigan 48084
Phone: (248) 709-4000
Fax: (248) 817-2169
Email: rbjrstroy@yahoo.com

With a copy to:
Joseph W. Thomas, Esq.
Thomas Legal Group PLC
801 W. Big Beaver Rd., Ste. 401

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Troy, MI 48084
Phone: (248) 613-4700
Email: jthomas@jthomaslegal.com

Escrow Agent: David P. Piccinini
LIRA Title Agency
12900 Hall Road, Suite 180
Sterling Heights, Michigan 48313
Phone: (586) 843-3852
Email: Dave@LiraTitle.com

(d) **Broker Commissions.** No broker has assisted with this transaction. Each party hereto shall indemnify, defend and hold the other party hereto harmless from any and all other claims for commissions or fees by brokers made against the other party, and resulting loss, cost (including reasonable attorney's fees) and damages, which claim shall have arisen out of any written document or alleged oral agreement entered or purported to have been entered into by the indemnifying party and the person claiming such commission if the transaction contemplated hereunder by the parties is consummated. The provisions of this Section shall survive the closing and any cancellation or termination of this Agreement.

(e) **Time is of the Essence.** Time shall be deemed of the essence in this Agreement. This Agreement shall be effective as of the Effective Date of this Agreement listed on the first page and shall be the "date of this Agreement" for the purpose of computation of all time periods and shall become effective only after Purchaser has received a fully executed copy of this Agreement.

(f) **Assignment.** This Agreement may be assigned by Purchaser without notice to Seller.

(g) **Governing Law.** This Agreement and the rights of the parties hereunder shall be governed by and construed in accordance with the laws and customs of the State of Michigan.

(h) **Counterparts.** This Agreement may be executed in counterparts, each of which constitutes an original, and all of which, taken together, constitute one and the same instrument, and facsimile or electronically transmitted signatures on this Agreement shall be deemed to constitute original signatures.

(i) **Electronic Signatures.** The execution and delivery of this Agreement may be affected by electronic means, including by PDF or facsimile transmission, and shall be as valid and effective as an original signature.

(j) **Authority.** Each person executing this Agreement, by his or her execution hereof, represents and warrants that he/she is fully authorized to do so, and that no further action or consent on the part of the party for whom they are acting is required for the effectiveness and enforceability of this Agreement against such party following such execution.

(k) **Severability.** If any provision of this Agreement should be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby.

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(l) **Waiver.** One or more waivers of any covenant, term or condition of this Agreement by either party shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. The consent or approval by either party to or of any act by the other party requiring such consent or approval shall not be deemed to be a waiver of or render unnecessary consent to or approval of any subsequent similar act.

(m) **Relationship of the Parties.** Nothing herein contained shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto.

(n) **Prevailing Party.** In the event of any dispute hereunder or of any action to interpret or enforce this Agreement, any provision hereof or any matter arising herefrom, the prevailing party shall be entitled to recover its reasonable costs, fees and expenses, including, but not limited to, witness fees, expert fees, consultant fees, attorney, paralegal and legal assistant fees, costs and expenses and other professional fees, costs and expenses whether suit be brought or not, and whether in settlement, in any declaratory action, at trial or on appeal.

(m) **Merger.** There shall be no merger of any obligations in this Agreement, if any, with other agreements unless it is specifically agreed to in writing by the Purchaser and Seller.

(o) **Computation of Time Periods.** If the date upon which the Investigation Period expires, the Closing Date or any other date or time period provided or in this Agreement is or ends on a Saturday, Sunday or federal, state or legal holiday, then such date shall automatically be extended until 5:00 p.m. Eastern Standard Time of the next day which is not a Saturday, Sunday or federal, state or legal holiday. For purposes of this Agreement, unless otherwise specified herein, all time periods and references to "days" shall mean calendar days.

(Signatures on Following Page)

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IN WITNESS WHEREOF, the parties have executed this Agreement for Purchase and Sale on the respective dates set forth below.

PURCHASER:

Moceri Lake Orion LLC, a Michigan limited liability company (on behalf of an entity to be formed)

By: _____
Dominic F. Moceri
Its: Manager

Dated: October 14, 2021

SELLER:

BZ Lake Orion, LLC, a Michigan limited liability company

DocuSigned by:
By: Ron Bostick, Sr.
B049EAB1292A411...
Ronald C. Bostick
Its: Member

Dated: October 12, 2021

and

DocuSigned by:
DS
By: _____
65C778E3E5BD462...
Dia Varaga Dan Zaraga
Its: Member

ESCROW AGENT ACCEPTANCE:

LIRA Title Agency

By: _____
David P. Piccinini
Its: President

Dated: October ___, 2021

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EXHIBIT "A"

LEGAL DESCRIPTIONS

PARCEL A:
LOTS 11, 12, AND 13, EXCEPT THE EASTERLY 31 FEET THEREOF, ALSO ALL OF LOT 14 AND LOT 15, EXCEPT THE EASTERLY 31 FEET, AND LOT 16, EXCEPT THE EASTERLY 31 FEET, ASSESSOR'S REPLAT OF DECKER'S ADDITION TO THE VILLAGE OF ORION AND PART OF CANANDAIGUA CITY, AS RECORDED IN LIBER 52, PAGES 17 AND 17A OF PLATS, OAKLAND COUNTY RECORDS.

PARCEL B:
THE WEST 157 FEET OF THE EAST 188 FEET OF LOT 17, EXCEPTING THEREFROM A STRIP OF LAND 10 FEET WIDE ALONG THE NORTH SIDE OF THE EAST 188 FEET OF LOT 17, ASSESSOR'S REPLAT OF DECKER'S ADDITION TO THE VILLAGE OF ORION AND PART OF CANANDAIGUA CITY, AS RECORDED IN LIBER 52, PAGES 17 AND 17A OF PLATS, OAKLAND COUNTY RECORDS.

PARCEL C:
LOT 18, EXCEPT THE EASTERLY 31 FEET, ASSESSOR'S REPLAT OF DECKER'S ADDITION TO THE VILLAGE OF ORION AND PART OF CANANDAIGUA CITY, AS RECORDED IN LIBER 52, PAGES 17 AND 17A OF PLATS, OAKLAND COUNTY RECORDS.

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B. Constellation Bay Redevelopment Site Plan Review

1. *Presentation of Planner's Report*

Planner Jackson reviewed the memorandum dated 09/30/2022 from McKenna, which is attached and incorporated as a part of these minutes.

2. *Presentation by Applicant*

Dominick Tringali, Dominick Tringali Architects, Inc., 1668 S Telegraph Rd #250, Bloomfield Twp, MI 48302 and Dominic Moceri, 3005 University Drive, Auburn Hills, MI 48326 presented an overview of the Consteallation Bay project.

3. *Commission Delliberation and Action*

The Commission discussed the following concerns:

Constellation Bay Redevelopment Site Plan Review **Adopted**

RESOLVED: To approve the proposed Constellation Bay redevelopment (concerning parcel ID numbers 09-11-226-038, 09-11-226-040, 09-11-226-042, 09-11-226-048, 09-11-226-050, 09-11-226-052, 09-11-226-054, and 09-11-226-056), contingent that the following items are addressed to the satisfaction of the Planning Commission and reviewed administratively:

1. That the docks for this project are limited to eleven (11) docks, which will accommodate a maximum of two (2) boats per dock, allowing for a maximum of twenty-two (22) boats at the docks. Additionally, there will be one (1) boathouse, housing one (1) boat, for a maximum of 23 boats for the overall project.
2. That a definition of and uses qualified must be added to the plan regarding the live/work arrangements and that commercial business use approvals are required for the businesses that will occupy the eleven (11) live/work commercial spaces, and shall have a certificate of compliance on file with the Village of Lake Orion.
3. That an agreement will be written specifying that the trash will be kept in the garage with provisions for enforcement by the Village if it becomes a nuisance.
4. That the engineer add language with the description that the waterfront setback - the

Attachment: 2023-02-17 Constellation Bay Additional Submittal Documents (5812 : Constellation Bay Site Plan Amendment Review)

front yard waterfront side - is required to have a twenty-five-foot (25') setback and that any decks, docks, landscaping walls or columns over 8" are prohibited in that twenty-five-foot (25') setback area.

5. That this approval is also subject to any requirements as outlined in the review letters from McKenna, Nowak & Fraus Engineers, and Beier Howlett as attached and incorporated as a part of these minutes.

6. That a note be added to the plan that indicates that buildings 3, 5 & 6 are identical to the plans for buildings 1, 2 and 4.

8. New Business

A. McKenna Planning and Zoning Monthly Report - August 2022 **Adopted**

RESOLVED: To receive and file McKenna Planning and Zoning Reports for August 2022 and September 2022.

B. RRC Training Strategy and Calendar **Adopted**

RESOLVED: To adopt the Village of Lake Orion Development Training Strategy, and to begin implementation of the strategy August 1, 2022.

9. Commissioners' Comments Regarding Planning and Zoning Matters

Mr. Lorant stated that it is good to see so many people attending the meetings. He stated that the Commission's goal is to improve the Village.

Mr. Van Portfliet suggested the forming of a Corridor Solution Team made up of neighboring communities to work together with MDOT on various issues affecting all communities.
Mr. Van Portfliet requested that the printed packets have page numbers that show. Mr. Lamb stated that he would rather not have a printed packet. He would prefer a digital packet.

Mr. Lamb thanked everyone for their public input. He shared that the tax revenue from these developments will help the Village and the DDA.

Mr. Dunn stated that he appreciates all the public comments.

Mr. Cummins would like to see the rules of public input on the sign-in sheet each meeting so that the public is aware of the Planning Commission by-laws. He stated that all projects have a significant impact on the Village and thanked the public for their input.

Attachment: 2023-02-17 Constellation Bay Additional Submittal Documents (5812 : Constellation Bay Site Plan Amendment Review)

468398 Liber 58244 Page 153 UCC #
11/7/2022 11:52:50 AM Receipt #000368848
$26.00 Misc Recording
$4.00 Remonumentation
$5.00 Automation
$0.0 Transfer Tax
PAID RECORDED – Oakland County, MI
Lisa Brown, Clerk/Register of Deeds

COVER SHEET

DOC TYPE: WARRANTY DEED

3p
env

JK LB

Attachment: 2023-02-17 Constellation Bay Additional Submittal Documents (5812 : Constellation Bay Site Plan Amendment Review)

RECEIVED
OAKLAND COUNTY
REGISTER OF DEEDS

2022 OCT 20 PM 1:51

OAKLAND COUNTY TREASURERS CERTIFICATE
This is to certify that there are no delinquent property taxes as of this date owed to our office on this property. No representation is made as to the status of any taxes, tax liens or titles owed to any other entities.

OCT 24 2022

ROBERT WITTENBERG, County Treasurer
Sec. 135, Act 206, 1893 as amended

5.00

WARRANTY DEED

Grantor, **ERIC J. PAPACEK and LISA M. PAPACEK**, husband and wife ("Grantor"), whose address is 314 S. Broadway, Lake Orion, Michigan 48362, conveys and warrants to **CONSTELLATION BAY ORION, LLC**, a Michigan limited liability company ("Grantee"), whose address is 3005 University Drive, Auburn Hills, Michigan 48326, certain land situated in the Village of Lake Orion, County of Oakland and State of Michigan, more particularly described as follows ("Property"):

LOT(S) 17, EXCEPTING THEREFROM THE SOUTH 86 FEET OF THE EAST 188 FEET, ALSO EXCEPTING THE EASTERLY 31 FEET THEREOF OF ASSESSOR'S REPLAT OF DECKER'S ADDITION TO THE VILLAGE OF ORION AND PART OF CANANDAIGUA CITY ACCORING TO THE PLAT THEREOF RECORDED IN LIBER 52 OF PLATS, PAGE 17 OF OAKLAND COUNTY RECORDS.

PARCEL NUMBER: 09-11-226-054

COMMONLY KNOWN AS: 314 S. BROADWAY, LAKE ORION, MICHIGAN 48362

together with all improvements thereon, if any, and all rights of Grantor, if any, in and to all air, mineral, and riparian rights and all easements, tenements, hereditaments, privileges, and appurtenances belonging or in any way appertaining to the Property for the sum of One Dollar ($1.00) (see Real Estate Transfer Tax Valuation Affidavit), subject to building and use restrictions, zoning ordinances and easements, and other matters of record, if any.

This Property may be located within the vicinity of farmland or a farm operation. Generally acceptable agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

Grantor grants to Grantee 100% of all available land division(s) under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967, as amended.

Dated: October 14, 2022.

Grantor:

Eric J. Papacek

Lisa M. Papacek

2022 NOV -3 PM 1:55

RECEIVED
OAKLAND COUNTY
REGISTER OF DEEDS

OK LB

4868-1175-9416 v.1

REVENUE TO BE AFFIXED AFTER RECORDING

RETURN TO: 966479
First American Title
10291 E. Gr
Brighton, MI 48116

3 C

Attachment: 2023-02-17 Constellation Bay Additional Submittal Documents (5812 : Constellation Bay Site Plan Amendment Review)

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 14 day of October 2022, by Eric J. Papacek and Lisa M. Papacek, on behalf of themselves and of their own free will.

LISA B STRAETMANS
Notary Public - State of Michigan
County of Oakland
My Commission Expires Apr 13, 2026
Acting in the County of Oakland

Print Name: Lisa B. Straetmans
Notary Public, State of Michigan
Oakland Co. | Comm. Exp.: April 13, 2026
Acting in Oakland County

County Treasurer's Certificate	City Treasurer's Certificate

Drafted by:	When recorded return to:	Send subsequent tax bills to:
John J. Premo, Esq. Kickham Hanley PLLC 32121 Woodward Ave., Ste. 300 Royal Oak, MI 48073 248-544-1500	Grantee	Grantee

Recording Fee: $	Transfer Tax: To be affixed on back of deed at time of recording - See Real Estate Transfer Tax Valuation Affidavit

Attachment: 2023-02-17 Constellation Bay Additional Submittal Documents (5812 : Constellation Bay Site Plan Amendment Review)

Attachment: CONSTELLATION COVENANT-03222023 (5812 : Constellation Bay Site Plan Amendment Review)

CONDITIONAL COVENANT TO GRANT OF EASEMENT FOR FUTURE CROSS ACCESS AGREEMENT

THIS CONDITIONAL COVENANT TO GRANT OF EASEMENT FOR FUTURE CROSS ACCESS AGREEMENT ("Covenant") is made as of the ____ day of April___, 2023, by CONSTELLATION BAY ORION LLC, a Michigan limited liability company, whose address is 3005 University Drive, Auburn Hills, Michigan 48326 ("Constellation"), owner of those certain properties commonly known as 270, 272, 284, 292, 302-304, 312, and 324 S. Broadway Street, Lake Orion, Michigan 48362, which are more particularly described on **Exhibit A** attached hereto (collectively referred to herein as "Parcel A").

WHEREAS, on _____ Constellation was granted a conditional approval ("Approval") from the Village of Lake Orion ("Village") for the redevelopment of Parcel A;

WHEREAS, the Approval required a cross-access easement agreement ("Easement Agreement") between the owner of Parcel A and the owner of the parcel located immediately north of Parcel A ("Parcel B"), as described in **Exhibit B**;

WHEREAS, at the direction of the Village, if the Village so elects, the Easement Agreement will be entered into at a future time when Parcel B is redeveloped on terms satisfactory to the owner of Parcel A, the owner of Parcel B and the Village; and

WHEREAS, until Parcel B is redeveloped, Constellation shall provide this Covenant which will terminate and be replaced by the Easement Agreement.

NOW, THEREFORE, for good and valuable consideration received by Grantor, and in anticipation of a future Easement Agreement with Parcel B's owner, Grantor provides as follows:

1. Covenant. Constellation hereby covenants that it will grant an easement across a portion of Parcel A for the benefit of Parcel B's owner, its guests, invitees, employees, agents, successors and assigns. The easement portion is described and depicted in **Exhibit C** (hereinafter referred to ("Easement Area A"). The easement will be granted only on the condition that Parcel B's owner grants an easement to Parcel A's owner at the time Parcel B is redeveloped. This Covenant shall preserve Easement Area A until such time as Parcel B's owner grants an easement over a portion of Parcel B for the benefit of Parcel A's owner, its guests, invitees, employees, agents, successors, and assigns ("Easement Area B") and the parties enter into the Easement Agreement. Together, Easement Area A and Easement Area B shall be known as the "Easement Areas". Constellation shall not allow parking or construct buildings on Easement Area A.

2. Use of Easement Areas. Once the Easement Agreement has been entered into, the owners of Parcel A and Parcel B, their guests, invitees, employees, agents, successors, and assigns, shall have the right to use of the Easement Areas for the sole purpose of pedestrian and vehicular ingress and egress. There shall be an absolute prohibition on either owner from using the Easement Areas for parking.

3. Construction of Easement Agreement. Pursuant to the requirement of the Village and in accordance with Section 19.02(E)(14) of the Village of Lake Orion Zoning Ordinance ("Ordinance"), there shall be an Easement Agreement that describes the rights and obligations for the owner of Parcel A and Parcel B. The Easement Agreement will be prepared in a manner that promotes vehicular and pedestrian access and circulation to and from Parcels A and B located along the shore of Lake Orion and S. Broadway. In addition, the Easement Agreement will also consider the following matters: (i) location of the Easement Area on each parcel, (ii) each owner's rights and limitations regarding the use of each Easement Area, (iii) each owner's obligation to maintain the Easement Area on its own property, (iv) the events of default and remedies, (v) limitations on each parcel owner from impeding the use of the Easement Areas, and (vi) cost of sharing for the repair, maintenance and replacement of the Easement Areas' paving.

4. Maintenance/Repair of Easement Area. Until such time as there is an Easement Agreement, this Covenant shall require the preservation of Easement Area A on Parcel A, as it shall be kept in reasonable repair in anticipation of the redevelopment of Parcel B. If Parcel A's owner should fail to maintain and/or repair damages to Easement Area A, such maintenance and repair obligations may be performed by the Village; provided, however, the Village must first provide Parcel A's owner a sixty (60) day written notice describing the maintenance or repair needed to be completed ("Repair Period"). If the work is not completed within the Repair Period, the Village may complete the work on behalf of Parcel A's owner and all reasonable costs and expenses shall be charged to and collectible against Parcel A's owner, and, if necessary, as a delinquent special assessment on the Village's tax rolls. For purposes of the activities required and authorized by this section, the parcel shall be subject to and burdened by a temporary easement over such portions of the parcel as are reasonably necessary for the performance of the required maintenance or repairs.

5. Duration. This Covenant and the rights and responsibilities set forth are permanent and perpetual and intended to bind Parcel A's owner, its successors and assigns, and its respective property, and to run with the land and succeeding interests therein. It shall be binding until it is terminated with Village's written approval and/or replaced by the Easement Agreement.

6. Village Approval. This Covenant may not be expanded or modified except by a further agreement in writing and in recordable form unless first approved by the Village of Lake Orion. This Covenant may be terminated by a written agreement signed by the Village and Parcel A's owner. Parcel B's owner shall not be a third-party beneficiary of this Covenant. This Covenant shall be null and void if the curb cut allowing access to S. Broadway is eliminated.

Remainder of Page Intentionally Left Blank.
Signature Page Follows.

Attachment: CONSTELLATION COVENANT-03222023 (5812 : Constellation Bay Site Plan Amendment Review)

IN WITNESS WHEREOF, the Constellation has caused this Covenant to be executed as of the date first written above.

CONSTELLATION BAY ORION LLC,
a Michigan limited liability company

By: _____
Dominic F. Moceri
Its: Manager

and

By: _____
Liz Bolyard Moore
Its: Manager

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing was acknowledged before me on April ___, 2023 by Dominic F. Moceri, as Manager of CONSTELLATION BAY ORION LLC, on behalf of said company.

_____
Print Name:_____
Notary Public, State of Michigan
_____Co. | Comm. Exp.:_____
Acting in _____ County

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing was acknowledged before me on April ___, 2023 by Liz Bolyard Moore, as Manager of CONSTELLATION BAY ORION LLC, on behalf of said company.

_____
Print Name:_____
Notary Public, State of Michigan
_____Co. | Comm. Exp.:_____
Acting in _____ County

Drafted by:
John J. Premo, Esq.
KICKHAM HANLEY PLLC
32121 Woodward Avenue, Suite 300
Royal Oak, Michigan 48073

When recorded, return to:
Susan Galeczka, Clerk
VILLAGE OF LAKE ORION
21 East Church Street
Lake Orion, Michigan 48362

Attachment: CONSTELLATION COVENANT-03222023 (5812 : Constellation Bay Site Plan Amendment Review)

EXHIBIT A

LEGAL DESCRIPTION OF PARCEL A

PARCELS: 09-11-226-038, 09-11-226-040, 09-11-226-042, 09-11-226-048, 09-11-226-050, 09-11-226-052, 09-11-226-054, AND 09-11-226-056

A PARCEL OF LAND IN THE EAST 1/2 OF SECTION 11, T-04-N, R-10-E, VILLAGE OF LAKE ORION, OAKLAND COUNTY, MICHIGAN BEING ALL OF LOT 14 AND PART OF LOTS 11 THROUGH 13 AND 15 THROUGH 18 OF ASSESSOR'S REPLAT OF DECKER'S ADDITION TO THE VILLAGE OF ORION AND PART OF CANADAIGUA CITY AS RECORDED IN LIBER 52, PAGES 17 AND 17A OF PLATS, OAKLAND COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 18 OF SAID ASSESSOR'S REPLAT OF DECKER'S ADDITION; THENCE S.87°30'46"W., 31.01 FEET TO THE POINT OF BEGINNING; THENCE S.87°30'46"W., 254.06 FEET; THENCE N.02°32'08"W., 60.30 FEET; THENCE S.87°45'04"W., 121.35 FEET; THENCE N.55°31'31"E., 21.45 FEET; THENCE N.85°53'21"E., 7.15 FEET; THENCE N.19°35'44"E., 25.23 FEET; THENCE S.87°12'55"W., 19.46 FEET; THENCE N.02°46'55"W., 48.35 FEET; THENCE S.89°04'28"W., 20.01 FEET; THENCE N.02°47'09"W., 287.00 FEET; THENCE N.87°55'20"E., 369.20 FEET; THENCE S.04°10'40"E., 429.08 FEET TO THE POINT OF BEGINNING AND CONTAINING 3.48 ACRES.

COMMONLY KNOWN AS: 270, 272, 284, 292, 302-304, 312, 324 S. BROADWAY STREET, LAKE ORION, MI 48362

Attachment: CONSTELLATION COVENANT-03222023 (5812 : Constellation Bay Site Plan Amendment Review)

EXHIBIT B

LEGAL DESCRIPTION OF PARCEL B

PARCEL: 09-11-226-036

PARCEL B IS DESCRIBED AS FOLLOWS: T4N, R10E, SEC 11 ASSESSOR'S REPLAT OF DECKER'S ADD LOT 10 EXC ELY 31 FT 10/23/87 FR 009

COMMONLY KNOWN AS: 256 S. BROADWAY STREET, LAKE ORION, MI 48362

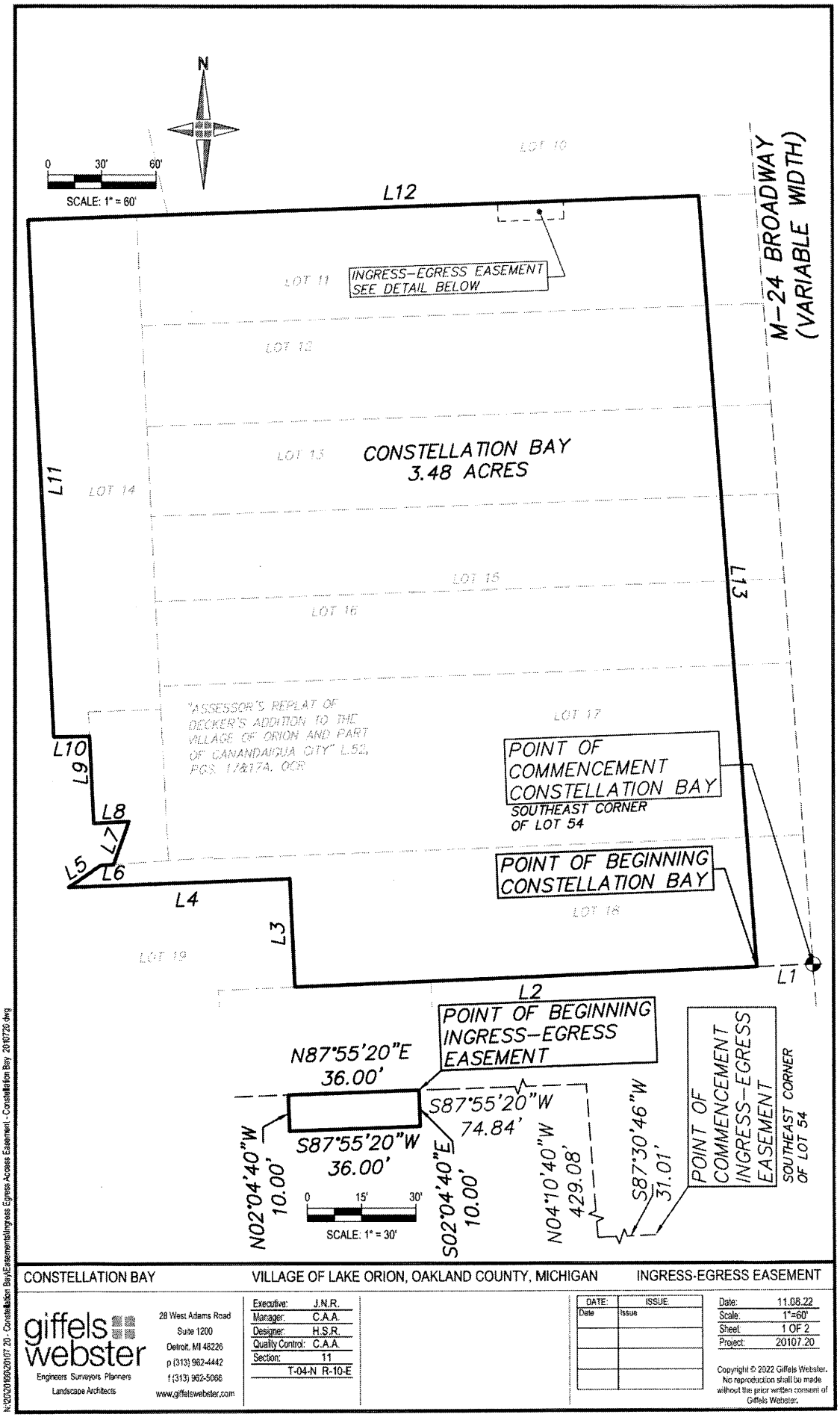
Attachment: CONSTELLATION COVENANT-03222023 (5812 : Constellation Bay Site Plan Amendment Review)

EXHIBIT C

EASEMENT AREA

(SEE ATTACHED)

Attachment: CONSTELLATION COVENANT-03222023 (5812 : Constellation Bay Site Plan Amendment Review)



CONSTELLATION BAY | VILLAGE OF LAKE ORION, OAKLAND COUNTY, MICHIGAN | INGRESS-EGRESS EASEMENT

giffels webster
Engineers Surveyors Planners
Landscape Architects
28 West Adams Road
Suite 1200
Detroit, MI 48226
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f (313) 962-5066
www.giffelswebster.com

Executive:	J.N.R.
Manager:	C.A.A.
Designer:	H.S.R.
Quality Control:	C.A.A.
Section:	11
	T-04-N R-10-E

DATE:	ISSUE:
Date	Issue

Date:	11.08.22
Scale:	1"=60'
Sheet:	1 OF 2
Project:	20107.20

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Attachment: CONSTELLATION COVENANT-03222023 (5812 : Constellation Bay Site Plan Amendment Review)

PROPERTY DESCRIPTION

PARCELS 09-11-226-038, 09-11-226-040, 09-11-226-042, 09-11-226-048, 09-11-226-050, 09-11-226-052, 09-11-226-054 AND 09-11-226-056

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INGRESS-EGRESS EASEMENT

A PARCEL OF LAND IN THE EAST 1/2 OF SECTION 11, T-04-N, R-10-E, VILLAGE OF LAKE ORION, OAKLAND COUNTY, MICHIGAN BEING PART OF LOT 11 OF ASSESSOR'S REPLAT OF DECKER'S ADDITION TO THE VILLAGE OF ORION AND PART OF CANADAIGUA CITY AS RECORDED IN LIBER 52, PAGES 17 AND 17A OF PLATS, OAKLAND COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS:

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PARCEL LINE DATA

LINE #	BEARING	DISTANCE
L1	S87°30'46"W	31.01'
L2	S87°30'46"W	254.06'
L3	N02°32'08"W	60.30'
L4	S87°45'04"W	121.35'
L5	N55°31'31"E	21.45'
L6	N85°53'21"E	7.15'
L7	N19°35'44"E	25.23'
L8	S87°12'55"W	19.46'
L9	N02°46'55"W	48.35'
L10	S89°04'28"W	20.01'
L11	N02°47'09"W	287.00'
L12	N87°55'20"E	369.20'
L13	S04°10'40"E	429.08'

CONSTELLATION BAY | VILLAGE OF LAKE ORION, OAKLAND COUNTY, MICHIGAN | INGRESS-EGRESS EASEMENT

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	T-04-N R-10-E

DATE:	ISSUE:
Date	Issue

Date:	11.08.22
Scale:	N/A
Sheet:	2 OF 2
Project:	20107.20

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