



NOTICE:

ROMULUS CITY COUNCIL

SPECIAL MEETING – STUDY SESSION

Monday, February 27, 2023

The Romulus City Council will hold a Special Meeting – Study Session on **Monday, February 27, 2023 at 6:45 p.m.** in the Romulus City Hall Council Chambers located at 11111 Wayne Road, Romulus, MI 48174 for the purpose of discussing amendments to The Fairways at Gateway PDA (Planned Development Area) site plan.

The Special Meeting-Study Session Agenda is as follows:

1. **Roll Call**
2. **Agenda**
3. **Discussion: Amendments to The Fairways at Gateway PDA site plan**
4. **Public Comment**
5. **Adjournment**

Ellen L. Craig-Bragg, City Clerk
City of Romulus

This notice is posted in compliance with PA 267 of 1976 as amended (Open Meetings Act), MCL 15.263a et. seq., and the Americans with Disabilities Act. (ADA).

THIS IS A OPEN SESSION MEETING

Instructions for Persons with Disabilities

Persons with disabilities who need accommodations to participate in the meeting effectively should contact the City Clerk or send an email by 12:00 p.m. the day of the meeting to request assistance at:

Ellen L. Craig-Bragg, City Clerk, 11111 Wayne Rd., Romulus, MI 48174, (734) 942-7540,
clerk@romulusgov.com



City Council Special Meeting

Study Session Agenda

February 27, 2023

6:45 PM

1. **Roll Call**
2. **Agenda - Motion to accept Study Session Agenda as presented**
3. **Discussion: Amendments to The Fairways at Gateway PDA site plan**
4. **Public Comment**
5. **Adjournment - Motion to adjourn the Special Meeting**



MEMORANDUM

To: Honorable City Council
From: Ellen L. Craig-Bragg, City Clerk
Cc: D’Sjonaun Hockenhull, Deputy City Clerk
Date: February 23, 2023
Re: Special Meetings

There is one (1) special meeting scheduled for Monday, February 27, 2023:

- | | | |
|---------------------|----------------------|--|
| 1. 6:45 p.m. | Study Session | Amendments to The Fairways at Gateway PDA
site plan |
|---------------------|----------------------|--|

PLANNING DEPARTMENT MEMORANDUM

DATE: February 10, 2023
TO: Ellen Craig-Bragg, City Clerk; D'Sjonaun Hockenhull, Deputy Clerk
FROM: Carol Maise, City Planner
SUBJECT: Study Session for **February 27, 2023**
PDA-2020-001; **The Fairways at Gateway** PDA Amendment
SPR-2022-013; **The Bluffs at Gateway** and SPR-2022-014; **Oakmont at Gateway** Preliminary Condominium
Request for Study Session

The Planning Department would like to respectfully request a study session with the City Council to be held at 6:45 p.m. on February 27, 2023 for the purpose of discussing amendments to The Fairways at Gateway PDA (Planned Development Area) site plan.

On January 19, 2023 the Planning Commission recommended approval of the PDA Amendment and Preliminary Condominium Plan to allow 13 multiple-family condominium buildings containing 53 units and 91 single family detached units (lots) to the City Council.

The developer, Rino Soave of Infinity Homes, will be presenting the proposed amendments and associated site plan to you during the study session. Action on the proposed Planned Development Area (PDA) amendments and the Preliminary Condominium Plan including the site plan and associated development documents will be scheduled for a later date.

Cc: R. McCraight, Mayor
J. Wojtylko, Chief of Staff
K. Krause, Director of Community Safety and Development
J. Katers, OHM
B. Strader, MKSK
S. Hitchcock, City Attorney



CITY COUNCIL SUMMARY REPORT

PDA-2020-001 Fairways at Gateway PDA Amendment SPR-2022-013; The Bluffs at Gateway SPR-2022-014; Oakmont at Gateway

Subdivision No. 3 (Lots 220, 221 & 222); Sub. No. 5 and 6 (Parcel 80-99-0001-707)

12600 Wayne Road, Romulus MI 48174 Phone: (734) 955-4530 www.romulusgov.com

DATE: February 23, 2023

SUBJECT:

- PDA-2020-001, **Fairways of Gateway PDA Amendment**
- SPR-2022-013; **The Bluffs at Gateway** (Subdivision No. 3, Lots 220, 221, and 222 (6.18 acres) Preliminary Condominium Plan
- SPR-2022-014; **Oakmont at Gateway** (Parcel ID #80-99-0001-707) (25.26 acres) Preliminary Condominium Plan

LOCATION: Merriman Rd between Van Born and Beverly Roads

TYPE OF REVIEW: Preliminary PDA Site Plan (7)
Preliminary Condominium Plan

SITE PLAN DATED: 2/17/20, 11/22/21, 3/17/22, 11/28/22, 2/16/23 (Landscape Plans), 2/23/23

ZONING: R-1A/PDA, Single-family Planned Development Area

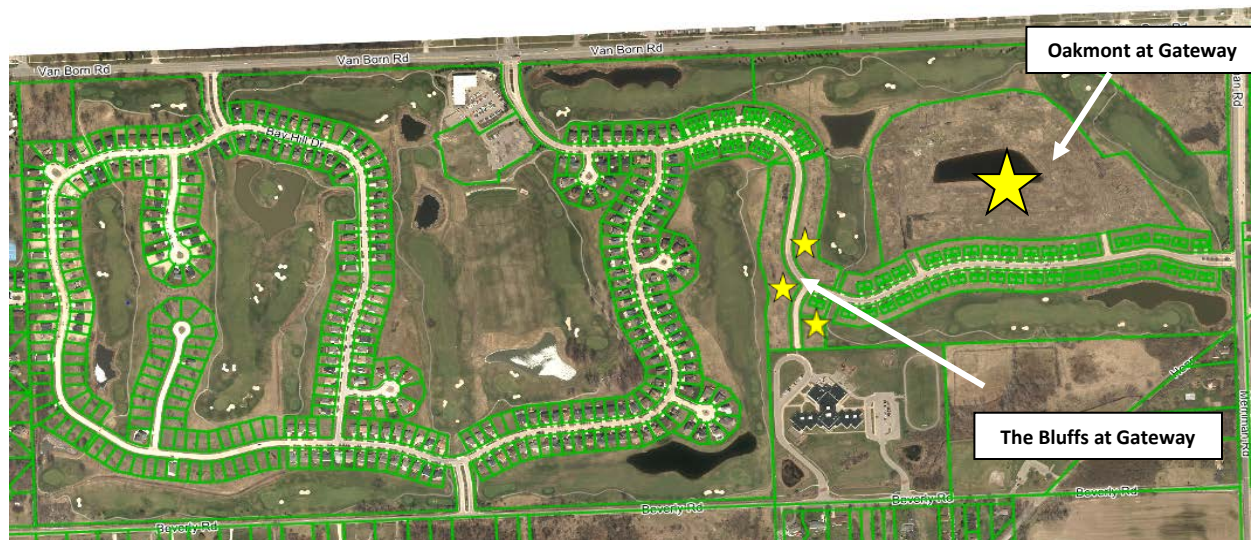
REQUEST:

- Amendment to PDA to replace 56 duplex units and 1 single-family detached unit with 53 attached units in 13 buildings and to replace 112 duplex units with 91 single family detached units; a total of 144 units
- Preliminary Condominium Plan for 53 attached units (The Bluffs at Gateway) and 91 single-family units (Oakmont at Gateway)

APPLICANT: Rino Soave, Infinity Homes

SITE INFORMATION:

The property is located on the west side of Merriman Road between Van Born and Beverly Roads. The development area comprises 31.44 acres and includes lots 220, 221 and 222 (West) (The Bluffs Gateway) and parcel number 80-009-99-001-707(East) (Oakmont at Gateway). It is zoned R-1A/PDA, Single-family Residential, Planned Development Area.



BACKGROUND OF THE GATEWAY PDA

The Gateway Golf Course Planned Development was originally approved in 1995 as Legacy Golf Estates. That approval expired and the developer sought revised approval in 1997 under the name Gateway Golf Club and Estates. The development included 330 acres of R-1A single family residential property, 661 residential units (363 single family units, 92 four-plex units and 206 duplex units) an 18-hole golf course, and 7.91 acres at the corner of Merriman and Van Born to be used for commercial (O-1, C-1 and C-2) development. The plans also included a 4,800 square foot free standing clubhouse and 2,400 square foot pavilion and 6,000 square foot maintenance facility. Both subdivision (plat) and condominium developments were approved.

In 1999 the developer requested that the City allow a portion of the maintenance building to be utilized for a temporary clubhouse. In 2002, the applicant sought and obtained a liquor license to operate from the temporary clubhouse. During this time period, the developer commenced construction on the golf course, maintenance facility, several of the single family plats, and some four-plex units and duplex units.

In late 2003, the City was approached by the Gateway Association to seek compliance from the developer on the site amenities, such as, the freestanding clubhouse, street lighting, dedication of roads to the City to enable snow removal, street trees, etc. The City held several Town Hall meetings to discuss and resolve the outstanding issues with the developer, the association and the City.

When the development was originally approved as a PDA in 1995 and in 1997 no written agreement was required. The approval consisted of meeting minutes and an approved PDA site plan. When the City and developer were meeting in 2004 and 2005 to resolve the concerns of the residents it was determined that there were many irregularities regarding the approval and the construction on the site. During this time period, the developer was also seeking modifications to the development (change in four-plex units to duplex units and the splitting of a small portion of property on Beverly Road) and was seeking easements over City right-of-way to allow a drink cart to cover the golf course (this required an amendment to the liquor license obtained in 2002). The City was also seeking compliance on the clubhouse, dedication of streets, utilities, street lighting, fencing, sidewalk, landscaping, acceleration/deceleration lanes on Beverly Road and fuel tank installation. *It was determined that the most appropriate manner to move forward was to create a PDA (Planned Development Area) Agreement to clearly outline the approval, expectations, timeframe for compliance and any necessary remedies for compliance.* A written PDA Agreement and Final PDA Site Plan/Clubhouse site plan were completed in 2006.

Market conditions changed significantly in the mid to late 2000's and the developer no longer desired to build a free standing clubhouse so in 2009 he requested that a portion of the maintenance facility (approximately 4,200 square feet) be utilized for a permanent clubhouse. This request required a change in both the PDA Agreement and the PDA Final Site Plan.

The most significant change from the 2006 PDA Agreement related to the clubhouse and the new language allows the maintenance facility to be converted, in part, to a permanent clubhouse with exterior façade improvements. The 2009 PDA Agreement also made the following provisions:

- Total units decreased from 661 to 620
- Elimination of approximately 1 acre (240' X 193') along Beverly Road to create three (3) new R-1A single family lots
- *Subdivision No. 3 – Phase II changed to allow duplex construction in place of the four-plex units. Units must be constructed with brick facades similar to the single family units. Phase II of subdivision No. 3 requires Planning Commission approval prior to construction*
- Approval for fuel tanks installed without Planning Commission/Fire Department approval. Landscaping as provided on Agreement and Fire Department permit are still necessary
- Allow dimensional requirements from 1997 Zoning Ordinance
- Confirmation that no adult uses permitted on site
- Approval to leave existing chain link fence on perimeter of property and repair as needed
- Construction of sidewalk required along Merriman Road and interior of property by developer
- Sidewalks waived along Beverly and Van Born Roads
- Street lighting to be installed by developer when 50% of subdivision complete
- Easement for liquor license granted to cross public roads
- Property maintenance addressed
- Provision if Golf Course closes it will remain as park or open space

Both the Planning Commission and City Council approved the amended PDA Site Plan and amended PDA Agreement and the Agreement was recorded on June 16, 2009. Improvements to the maintenance building for conversion to a clubhouse were made along with the construction and occupancy of four-plex, duplex, and single-family homes.

PREVIOUS APPROVALS

Upon review of City records, the following is a summary of the final PDA site plan and the Gateway Planned Development Area Agreement approved in 2009 with regard to the proposed area.

Phase/Subdivision	PDA Agreement	Approved/Amended/Existing	Preliminary PDA Plan – PROPOSED
Subdivision No. 3 Augusta Drive (Ph I)	38 buildings = 76 units	50 Constructed (2020) 16 Constructed (2022) 10 to be constructed	66 Existing 10 to be constructed
Subdivision No. 3 St. Andrews (Ph 2)*	18 duplex bldgs. Containing 36 units; 1 single-family dwelling		13 buildings w/ 53 total attached units "The Bluffs at Gateway"
Subdivision No. 3 Lot 220		2006 - (1) 4-plex unit 2009 – single/family	
Subdivision No. 3 Lot 221		2006 - (7) 4-plex units 2009 - duplexes	
Subdivision No. 3 Lot 222		2006 - (5) 4-plex units 2009 - duplexes	
Sub. No. 5	58 duplex units	58 duplex units (approved)	91 single-family detached units & 1 non-buildable unit (detention pond) "Oakmont at Gateway"
Sub. No. 6	54 duplex units	54 duplex units (approved) TOTAL = 112 DUPLEX UNITS	

** The 2009 PDA amendment allowed for the replacement of four-plex units with 18 duplex buildings (36 units) and 1 single-family dwelling. The amendment was conditioned upon brick facades consistent with and similar to other residential uses in the development and review and approval by the Planning Commission.*

BACKGROUND

On October 19, 2018 the Planning Commission reviewed a concept plan requested by Infinity Homes for a PDA amendment to allow the replacement of 144 duplex units with 164 single-family units. The applicant was requesting direction from the Planning Commission on the merits of the amendment. The meeting was well attended and the Commission considered comment from the public. The Planning Commission held a second public hearing on an amended concept plan on September 21, 2020. Continued concerns about lot sizes and communication with the existing homeowner's associations and golf course owner were noted.

REQUEST

The applicant, Infinity Homes, a current builder in the Fairways at Gateway development, is requesting an amendment to the PDA including preliminary PDA site plan approval for the following:

- To allow 91 single-family detached units rather than the approved 112 duplex units in Sub. No. 5 and No. 6 (parcel #80-99-0001-707; 25.26 acres)
- To allow 53 attached units with brick facades in 13 buildings on Lots 220, 221, and 220 (Phase II of Subdivision No. 3/Phase 5 and 6) to replace 56 duplex units

These modifications are based on changed conditions in the real estate market and financing sector.

REVIEW PROCESS - DEVIATIONS FROM APPROVED FINAL PDA SITE PLAN

Section 19.10 of the Zoning Ordinance addresses changes to the approved PDA Site Plan. The proposed amendments to allow attached units to replace duplexes and single-family detached units in place of the approved duplex units is considered a major change and subject to Planning Commission review and approval. The proposed amendment will also require modifications to the PDA Agreement which will require restatement and approval by the City Council. The following is a brief summary of the review process:

10/29/18	<i>Concept plan review at public hearing by the Planning Commission (Planning Commission provides direction to the applicant on the merits of the request)</i>
9/21/20	<i>Since the Planning Commission reviewed a similar request in 2018, a public hearing for September 21, 2020 was scheduled. Note that while a PDA preliminary site plan is required, the applicant asked that a revised concept plan rather than a detailed Preliminary PDA Site Plan be considered so that comment from the Planning Commission and public could be provided.</i>
5/16/22	<i>Public hearing for Preliminary PDA Site Plan;</i>

Preliminary Condominium Plan Review (note that this site plan is also being considered subject to the requirements of Article 16 for condominiums or Subdivision Regulations)

12/19/22	Planning Commission recommendation to City Council on amended PDA preliminary site plan/Preliminary Condominium Plans
2/27/23	City Council review at a study session of amended PDA Preliminary Site Plan/Preliminary Condominium Plan and restated PDA agreement
TBD	City Council review and action on the amended PDA Preliminary Site Plan/Preliminary Condominium Plan and restated PDA agreement
TBD	Planning Commission review and action on Final PDA Site Plan/Final Condominium Site Plans including recommendation to the City Council

AMENDED PRELIMINARY PDA SITE PLAN

After receiving input from the Planning Commission several meetings, particularly regarding lot sizes and coordination with the existing homeowner’s associations, an amended Preliminary PDA Site Plan per the requirements of Article 17 was considered and approved by the Planning Commission on December 19, 2022. The amended plan proposes single-family development consistent with the waivers granted in the existing PDA which allows 60-foot wide lots where the R1-A District requires 70-foot wide lots; side yard setbacks of 5 feet and 10 feet the where the R-1A District requires 7 feet and a total of 20 feet; and minimum lot size is 7,200 sq. ft. where the R-1A District requires 9,600 sq. ft. Note that as part of Preliminary PDA Site Plan amendment, a waiver to the spacing between multiple-family buildings of 20’ rather than the required 30’ was approved.

SUMMARY – PLANNING COMMISSION ACTION

The following action was taken by the Planning Commission on December 19, 2022:

MOTION by McAnally, support by Long, to recommend approval of PDA-2020-001 Fairways at Gateway amended Preliminary PDA Site Plan and First Amendment to the PDA Agreement to the City Council, subject to conditions identified in the consultant and department reports.

Roll Call Vote: Ayes – McAnally, Long, Gbogboade, Frederick, Glotfelty, Freitag. Nays – None. ***Motion carried 6-0.*** (Talon-Jemison recused.)

MOTION by McAnally, support by Long, to recommend approval of SPR-2022-013 The Bluffs at Gateway Preliminary Condominium Plan to the City Council subject to conditions identified in the consultant and department reports.

Roll Call Vote: Ayes – McAnally, Long, Gbogboade, Frederick, Glotfelty, Freitag. Nays – None. ***Motion carried 6-0.*** (Talon-Jemison recused.)

MOTION by McAnally, support by Long, to recommend approval of SPR-2022-014 Oakmont at Gateway Preliminary Condominium Plan to the City Council subject to conditions identified in the consultant and department reports.

Roll Call Vote: Ayes – McAnally, Long, Gbogboade, Frederick, Glotfelty, Freitag. Nays – None. **Motion carried 6-0.** (Talon-Jemison recused.)



Carol Maise, City Planner



February 8, 2023

Planning Department
Carol Maise, City Planner
City of Romulus
12600 Wayne Road
Romulus, Michigan 48174

Subject: Fairways at Gateway
PDA Amendment Review #7
Application No. PDA-2020-001
Plan Revision Date: November 28, 2022
OHM Project Number: 0155-20-1161

Dear Ms. Maise:

The applicant, Infinity Homes & Co., is requesting approval for an amendment to an existing planned development agreement (PDA). The applicant is requesting 13 buildings containing 53 attached units and 91 single family detached units for 144 total units (in lieu of the 164 previously approved total units), in Subdivision No. 3 and Phases 5 and 6 at The Fairways at Gateway, south of Van Born and west of Merriman Roads. Amended PDA agreement language was submitted for review in addition to a draft of the by-laws, master deed and exhibit B. Our comments are based upon the forementioned documents along with the plan sheets provided by Arpee/Donnan, and elevations and floor plans. Upon completing our review from an engineering standpoint, we have the following comments:

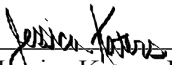
1. It is our understanding that the applicant intends for this submittal to serve the dual purpose of amending the PDA and as a Preliminary Condominium Plan (per Zoning Amendment 1.249). The majority of the submittal meets the intent of both those uses. One aspect of site that has not been detailed out is the street lighting in the Oakmont at Gateway portion of the development; it is noted that the developer will work with DTE to create a plan that is similar in nature to the street lighting throughout the built portions of the PDA. We recommend that this plan be reviewed administratively for compliance with the ordinance and for any impacts with utilities.
2. A stormwater maintenance agreement is proposed to be drafted that will outline the rights and responsibilities of the usage of Pond #2. Both parties have signed off on a letter of intent that states they will continue to work together to create an operations plan that satisfies both the needs of the golf course for irrigation storage and the requirements for the subdivision to manage their stormwater system. We do not see any issues with being able to provide adequate capacity in the basin for both uses and propose that the calculations be reviewed during the engineering review phase of the project for compliance. The agreement will contain maintenance and operation responsibilities, denote how much of the volume is required for stormwater maintenance and what can be utilized for irrigation water storage, as well as, which designated routes will be used by the golf course maintenance vehicles, long term maintenance costs for the pond, and maintenance of the landscaping and turf in the areas of existing wells/pump house/electrical source, and pond edge.
3. A trip generation analysis was submitted along with the plan set. This analysis summarizes the total traffic expected to be added due to the requested amendment to the PDA. The following comments relate to this submitted analysis:
 - a. A left-turn signal phasing analysis was conducted utilizing MDOT's spreadsheets; the results do not meet any of the traffic characteristics or crash history necessary to warrant left-turn phasing at the intersection of Van Born at Venoy/Gateway Drive.
 - b. The low crash history of the intersection of Merriman Road and Augusta Drive does not warrant any mitigations such as signal installation.



4. We note that there is an inherent risk in homeownership adjacent to an active golf course due to the potential damage from a golf ball. OHM has not reviewed the plans in regard to this potential damage. However, we do note that subdivisions developed on golf courses can implement mitigation measures to lessen the probability of an errant golf ball damaging a home such as rotations of structures based on the probable golf ball trajectories so that windows are not placed in their path, installation of berms and vegetation as a barrier between the course and the structures, and repositioning tee boxes on the course.

The applicant shall be aware that both a site plan and engineering plan review will be required prior to the start of construction. Feel free to contact me at (734)522-6711 if you have any further questions.

Sincerely,
OHM Advisors



Jessica Katers, P.E.

To: Carol Maise, City Planner, City of Romulus
From: Brad Strader, AICP, PTP, Principal
James Goff, PLA, LEED AP ND, Landscape Architect
Date: February 23, 2023
Subj: Review of the revised Fairways at Gateway PDA Amendment/Preliminary PDA Plan (dated 11/28/2022)

MKSK has reviewed the PDA package for the Fairways at Gateway. Our previous comments on the site plan, traffic impact study, and the PDA Agreement that have been addressed. This review focuses on the remaining items, which are for the most part related to the landscape plan.

Please note that our review does not include an evaluation of revisions to the golf course. We also defer to the City Attorney and Engineer for comments related to the condominium documents.

Site Information

This site is part of an overall PDA for the site west of Merriman Road, south of Van Born and north of Beverly Road. This 31.44-acre development area takes up lots 220, 221 and 222 (West) (The Bluffs Gateway) and parcel number 80-009-99-001-707(East) (Oakmont at Gateway). The 330-acre approved PDA includes various types of residential, an 18-hole golf course and commercial at the corner. Various amendments were approved by the City in the past.

Request

The request is to amend the Planned Development Agreement (PDA) to allow construction of 145 units (1 unit non-buildable) to replace the 150 duplexes on the approved plans (an overall reduction of six units from the previously approved plan). The plan includes 13 attached residential condominium buildings (now 53 units, called the "The Bluffs at Gateway") and 91 single-family site-condominium homes (plus 1 non-buildable unit encompassing the detention pond), with typical lots of 60-feet and 7,200 sq. ft. Amendments to the PDA Agreement are also proposed, with the major change allowing the spacing between the 4/5-plexes to be a minimum 20 feet instead of the 30 feet in the current PDA Agreement.

Note that the PDA amendment request also includes a request for Preliminary Condominium Plan (site plan) approval.

Review Comments

1. **Single-Family Dimensional Requirements:** Lot dimensions of a typical 60-foot width lot with a minimum 7,200 sq. ft. are consistent with other lots in the PDA. *Building envelopes and lot dimensions for the odd shaped lots, such as those along the cul-de-sacs, have been added to explain how the setbacks can be met. New typical drawings were added to show the area for decks and patios have also been shown. Those sketches confirm that the setbacks shown will work.*

2. **Attached Residential Dimensions:** A request has been noted to deviate from the required 30-foot spacing between the multiple family units, and instead provide a minimum spacing of 20 feet between buildings. Typically, 20 feet is the minimum spacing for a single-family or duplex home, and 30 feet or more is required for more units. But in this case, there is a lot of available open space due to the golf course. *The Planning Commission approved this deviation however it is not referenced in the PDA Agreement. Also note that additional landscaping (evergreen trees) has been added between the units to help provide screening between the units. The PDA Agreement must be revised to acknowledge the approved spacing reduction between the units.*
3. **Road Layout and Sidewalks:** Streets and sidewalks match the approved PDA Plan. See the OHM letter regarding the updated traffic impact study (which shows changes to the traffic signal are not needed).
4. **Oakmont at Gateway Landscape** (single-family area). Overall, the landscaping is above what is required because additional landscaping was added between the new single-family homes and the existing duplexes.
 - The easements to the detention pond are between lots (units). This could cause issues with access to maintain the ponds if it is not clearly noted. *While we noticed decorative fencing has been added between lots 64 and 65 from the previous plan, we recommend a sign is added to say “easement to detention ponds” to clarify responsibility for maintaining them by the Homeowners Association. This must be included on a revised Preliminary Site Plan. A note has been added to the landscape plans that satisfies this recommendation.*
 - Similar to the above the, *while we noticed decorative fencing has been added between lots 78, 79, and 80 (20’ irrigation & pond easement) from the previous plan, we recommend a sign is added to say “easement to detention ponds” to clarify responsibility for maintaining them by the Homeowners Association. This must also be noted on the Preliminary Site Plan. A note has been added to the landscape plans that satisfies this recommendation.*
 - Similar to the above the, *while we noticed decorative fencing has been added between lots 37 and 38 (open space at end of cul-de-sac) from the previous plan, we recommend a sign is added to the Preliminary Site Plan to say “easement to detention ponds” to clarify responsibility for maintaining them by the Homeowners Association. A note has been added to the landscape plans that satisfies this recommendation.*
 - **Buffer Zone Landscaping Between Uses:** 103 trees are shown in the 15-foot-wide landscape easement between proposed single-family and existing multi-family. There is not a required buffer zone here, but this landscaping will help separate the duplexes from the single-family homes.
 - **Residential Street Trees:** 112 street trees are placed between the R.O.W. line and the back of street curb, meeting requirements. *The size and species shown meet the City’s requirements.*
 - **Detention / Retention Pond Landscaping** (Detention Pond #2): The Zoning Ordinance requires one deciduous or evergreen tree and 10 shrubs or ornamental grasses per 50 LF top of bank basin

perimeter. 31 Trees and 320 shrubs are required. *The Preliminary Landscape Plan shows 32 trees and 320 shrubs, exceeding requirements. The winterberry discrepancy between plants shown on plan and quantity on plant list has been resolved.*

- **Detention / Retention Pond Landscaping** (Detention Pond #3): This is not required as a part of the PDA. *Supplemental landscaping has been provided around pond #3.*

5. **The Bluffs at Gateway (Attached Residential) Landscape Plan:** Previous changes added evergreen trees between the 4/5-plexes to help offset the impact of reducing the separation between buildings from a minimum 30 feet to 20 feet. The landscape plans meet the requirements for residential street trees, and landscaping around accessory structures. As plans move into Final Site Plan drawings, these structures should be screened with recommended plant materials. This must be noted on a revised Preliminary Landscape Plan.

For cluster housing, the ordinance requires two trees per unit. 53 Units * 2 trees per unit = 106 trees required. *88 Trees have been provided. While the 88 trees falls short of the 106 required trees, this area has been enhanced substantially from previous submittals. The applicant has proposed using the 103 trees in the 15 foot side landscape easement in the Oakmont area be applied to meet this requirement. We find this change to provide an overall better landscape plan, with the understanding that some additional landscaping may be needed for some units to help reduce the impact of errant golf balls, as noted in the OHM letter. A note to this effect must be added to the Preliminary Site Plan. This is now noted on sheet LP – 2 Landscape Planting Plan – West sheet under “additional notes.”*

The drawings also show a “meter room” along the sides of the units. We recommend foundational landscaping be added to screen the front of those meters. The location and screening of the HVACs will need to be shown on the Final Site Plans however a note stating such must be added to a revised Preliminary Plan.

6. **Amendment to the PDA Agreement.** The Planned Development process requires a PDA Agreement in which the developer outlines specific items that are part of the approval. This also allows the applicant to commit to certain infrastructure improvements, such as sidewalks, landscaping, stormwater, and underground utilities. This process allows the applicant or developer to request deviations from the standards that would normally apply, such as dimensions or spacing between units, in return for offering the City a public benefit. It also helps establish a maintenance agreement to help ensure that the site is maintained (including those easements to the detention ponds). The biggest change is to the dimensional standards to allow the attached multiple family units (4-5 plex units) to be spaced at least 20 feet apart, compared to the 30 feet shown for the previously approved duplexes. This must be noted in the PDA Agreement as noted above. Note that the City Attorney provided a more detailed review of the PDA Agreement.

RECOMMENDATIONS:

Overall, the revised plans meet the zoning and PDA standards. The landscape plan is well above what is typically required. We recommend approval of the deviation to allow shifting of some of the required plant material. The provided plans meet with planning and landscaping requirements, with the following conditions that must be addressed on a revised Preliminary Plan and in associated documents prior to City Council review as follows:

1. Additional plantings around the accessory structures will be shown on the Final Site Plans including foundational landscaping around the meters; a note must be added to the Preliminary Plan stating this;
2. The PDA Agreement must acknowledge the waiver to the spacing requirements between the units (buildings) from 30 feet to 20 feet as approved by the Planning Commission;
3. The proposed golf cart path between units 37 & 38 shown on the Utility and Site plan must also be shown on the Landscape, Signage, and Grading plans; and
4. All revisions dates must be included on the Preliminary Site Plan and associated documents. While included on the revised landscape plans, the complete set of plans should reflect the same date and submitted to the City for approval.

Ben Strasser, Insite Real Estate LLC, 1400 16th Street, Oak Brook, Illinois, was present on behalf of SPR-2021-005 Project Spectre, in order to request a 1-year site plan extension. They did not yet have a tenant, and had been working through a number of design re-submittals with City Staff. They were now hoping to start construction spring/summer 2023, with completion in early 2024.

MOTION by McAnally, support by Gbogboade, to approve a 12-month extension to the site plan approval for SPR-2021-005; Project Spectre, until November 17, 2023, subject to:

1. Updated traffic information must be provided that includes truck trips. If the number of daily peak hour or total vehicle and truck trips increases based on a specific user or a change in use that exceeds the threshold for a traffic study, a traffic study will be required prior to occupancy;
2. Additional landscaping may be required if determined necessary upon completion of the development to screen the loading docks and trailer storage;
3. Any proposed equipment on the roof must be reviewed administratively to verify that screening requirements are met;
4. The building appearance requirements of Section 13.01(f) for masonry must be met or a waiver granted by the Planning Commission.
5. All comments noted by other departments and agencies to be addressed during engineering review.

Roll Call Vote: Ayes – McAnally, Gbogboade, Frederick, Long, Talon-Jemison, Glotfelty, Freitag. Nays – None. **Motion carried 7-0.**

Agenda Items Old Business B, C, and D (below) were heard together.

Commission Talon-Jemison disclosed that she had a conflict of interest, and left the dais.

B. PDA-2020-001; Fairways at Gateway PDA Amendment

Applicant: Rino Soave, Infinity Home Corp

Request: Amended Preliminary PDA Site Plan

Location: South of Van Born, east of Merriman

Subdivision #3 Parcels 80-009-01-0220-000, 80-009-01-0221-000 & 80-009-001-0222 (Lots 220, 221 & 222) and Parcel 80-009-99-0001-707

Project: PDA Amendment to allow 13 buildings containing 53 attached units, rather than the approved 56 duplex units in Subdivision #3. (Lots 220, 221 & 222.) Also proposing 91 single family detached units for a combined total of 145 units in Subdivision 5 and 6.

(Action required: **Make Motion** to Recommend to City Council to approve, approve with conditions, deny or postpone action on the amended Preliminary PDA Plan)

C. SPR-2022-013; The Bluffs at Gateway

Applicant: Rino Soave, Infinity Home Corp

Request: Preliminary Condominium Plan

Location: Subdivision No. 3, Lots 220, 221, and 222 (6.18 acres)

Project: PDA Amendment to allow 13 buildings containing 53 attached units, rather than the approved 56 duplex units in Subdivision No. 3.

(Action required: **Make Motion** to Recommend to City Council to approve, approve with conditions, deny or postpone action on the Preliminary Condominium Plan)

D. **SPR-2022-014; Oakmont at Gateway**

Applicant: Rino Soave, Infinity Home Corp
Request: Preliminary Condominium Plan
Location: (Parcel ID #80-99-0001-707) (25.26 acres)
Project: Proposing 91 single family detached units for a combined total of 145 units in Subdivision No. 5 and 6.

(Action required: **Make Motion** to Recommend to City Council to approve, approve with conditions, deny or postpone action on the proposed Preliminary Condominium Plan)

Rino Soave, Infinity Homes & Co., 42400 Grand River, Suite 112, Novi MI, and Greg Donnan, Arpee-Donnan, 32233 Schoolcraft, Livonia, were present on behalf of this request for an amendment to the PDA including preliminary PDA site plan approval, as follows:

- Regarding Fairways at Gateway PDA, to approve PDA amendment to replace 56 units and 1 single-family detached unit with 53 attached units in 13 buildings and to replace 112 duplex units with 91 single family detached units; a total of 144 units.
- Regarding Bluffs at Gateway, approval of preliminary condominium plan for 53 attached units.
- Regarding Oakmont at Gateway, approval of preliminary condominium plan for 91 single-family units (Subdivisions 5 & 6).

The applicant, Rino Soave, provided the following information:

- This project had been years in the making.
- The project was originally planned for 160 multi-family/attached duplex units. Tonight Infinity was seeking approval for 91 single family homes (Oakmont phase) and 53 attached ranch style condominiums (Bluffs phase).
- Issues brought up during the last time Mr. Soave had met with the Planning Commission included concerns regarding ongoing maintenance of the retention pond, and the requirements for a traffic impact study.
- Infinity had been building homes in Romulus for about 9 years, and during that time had constructed hundreds of homes. They were proud of the families they had brought into the City.
- The current project will bring ~150 new homes to Romulus.

In response to Commission questions, the applicants gave the following further information:

- While the sidewalks needed to be completed on Merriman and Van Born, tonight's request was for portions of the development interior to the site that did not abut major roads; sidewalks along those major roads were not part of tonight's discussion. The interior sidewalks would be built to City standards.
- The applicant confirmed that they had read the MKSK report, and had no issues with complying with the recommendations in that report.
- The applicant was requesting a waiver to allow 20' rather than the required 30' spacing between multi-family buildings because of the wider, less deep design of those buildings. Single-family homes would have the same setbacks as the single-family homes in the rest of the development.

- Trees had grown up on this property over time; no new tree survey had been required. The trees that had grown were mainly cottonwood and other scrub trees.

City Planner Maise said cottonwoods were exempt from the tree-replacement ordinance.

- In response to questions regarding the amount of brick on the single-family home facades, Mr. Soave said that the brick would match the other single-family homes in the area, with the front facades as shown, and with the sides and rear having brick to the beltlines. The drawings showed the brick as being a minimum of 32" high, although Mr. Soave thought they were providing at least 42" of brick on the sides and rear. This requirement for brick on all facades to a height of 32" would also apply to the multi-family homes.
- A traffic impact study had been provided. OHM and MKSK both looked at traffic and landscaping requirements, and there had originally been a long list of changes related to these subjects. These had mostly been addressed, and only minor issues were left.

Planning Consultant Strader from MKSK, said it was important to mark the easements for common areas with a decorative vinyl coated fence and appropriate signage. The applicant had committed to doing this, and to making sure future owners understood what was common area and not their own private property.

City Attorney Hitchcock said any approving motion should be conditioned on resolving issues in the Attorney's letter, as well as the letters from the Engineering and Planning consultants, and issues listed in the City Planner's review.

City Attorney Hitchcock pointed out that there had been a change in the Development Agreement relative to who was going to own and maintain the pond. The golf course was now going to own the pond. City Attorney Hitchcock had included language in his December 7, 2022 letter that makes it clear that ingress and egress will be needed for pond maintenance.

City Attorney Hitchcock said the revised Agreement included a clear definition of who was responsible for the maintenance of the stormwater system and how that will be organized.

In response to questions, Mr. Soave said the new homes would have a new homeowner association. Bluffs of Gateway and Oakmont will each have their own association. Each HOA will pay a percentage of the stormwater system maintenance, as well as maintenance of roads and common areas.

The Chair recognized Maybelline Williams, president of The Ponds HOA. Ms. Williams said the audience could not hear the Planning Commission discussion. She was concerned regarding traffic and construction traffic during construction. She wondered how the homeowners will be impacted by construction traffic.

Mr. Donnan said there were protocols in place regarding construction traffic. No entrances or exits would be blocked.

City Planner Maise noted that some of the suggested conditions in the reviews had to do with making sure that conditions were met. Her review letter had summarized the three actions that were being requested this evening.

In response to questions, Mr. Donnan said the retention ponds were walkable slope/gradual slope ponds, and would not be fenced.

Commissioner McAnally indicated he was ready to make a motion:

MOTION by McAnally, support by Long, to recommend *approval* of PDA-2020-001 Fairways at Gateway amended Preliminary PDA Site Plan and First Amendment to the PDA Agreement to the City Council, subject to conditions identified in the consultant and department reports.

Roll Call Vote: Ayes – McAnally, Long, Gbogboade, Frederick, Glotfelty, Freitag. Nays – None. **Motion carried 6-0.** (Talon-Jemison recused.)

MOTION by McAnally, support by Long, to recommend *approval* of SPR-2022-013 The Bluffs at Gateway Preliminary Condominium Plan to the City Council subject to conditions identified in the consultant and department reports.

Roll Call Vote: Ayes – McAnally, Long, Gbogboade, Frederick, Glotfelty, Freitag. Nays – None. **Motion carried 6-0.** (Talon-Jemison recused.)

MOTION by McAnally, support by Long, to recommend *approval* of SPR-2022-014 Oakmont at Gateway Preliminary Condominium Plan to the City Council subject to conditions identified in the consultant and department reports.

Roll Call Vote: Ayes – McAnally, Long, Gbogboade, Frederick, Glotfelty, Freitag. Nays – None. **Motion carried 6-0.** (Talon-Jemison recused.)

8. New Business

A. SPR-2022-019; Romulus Wayne Oil Change

Applicant: Abbas Hamid, Property Owner
Moneer Alahwal, Architect
Request: Site plan review
Location: 9899 Wayne Road (DP# 80-062-99-0024-000)
Project: Oil Change and Tire Shop

(Action required: Approve, approve with conditions or deny site plan request)

Abbas Hamid, 7486 Plainfield, Dearborn Heights, MI was present on behalf of this application for site plan review. Moneer Alahwal, Architect, was also present.

Mr. Hamid said the existing building on the site would be demolished in order to construct a new oil change facility and tire shop.

In response to questions from the Commission, Mr. Hamid gave the following information:

- No further services would be added to the list of services provided in the packets. There would be no water pumps or other maintenance on vehicles.
- There would be a tire machine compressor.

City of Romulus
Planning Department
12600 Wayne Road
Romulus, MI 48174

November 30, 2022

RE: Maintenance Agreement between Bluffs at Gateway, Oakmont at Gateway, and Ross Golf Properties LLC

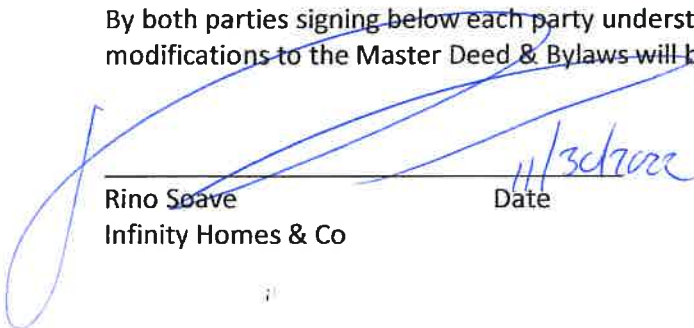
To Whom It May Concern:

Pursuant to the meeting conducted between the parties to be included in the Maintenance Agreement & The City of Romulus on November 29, 2022, use this written notice as an affirmation that both parties of the future Maintenance Agreement will continue to work together amicably to resolve any matters needed to move forward with the Development. These matters include, but are not limited to:

- A hold harmless for the Links at Gateway LLC, Ross Golf Properties LLC and successors, to be incorporated into the Builder's Construction & Sales Agreement
- A golf cart path to be installed between units 37 & 38
- Ross Golf Properties LLC to become an owner of one (1) unit in the Development to include retention pond, pump station and wells.
- Requested changes to easements

Any necessary revisions will be agreed upon prior to executing the Maintenance Agreement.

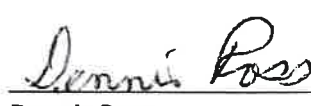
By both parties signing below each party understands and affirms a Maintenance Agreement and or modifications to the Master Deed & Bylaws will be executed and recorded with Wayne County.



Rino Soave
Infinity Homes & Co

11/30/22

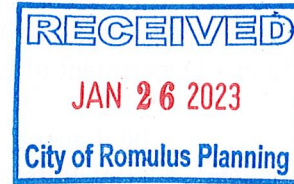
Date



Dennis Ross
Ross Golf Properties LLC
Links at Gateway LLC

11-30-22

Date



GATEWAY FIRST AMENDMENT TO PLANNED DEVELOPMENT AREA AGREEMENT

This First Amendment to Planned Development Area Agreement (this "Agreement") is made this ____ day of _____, 2022, by and between the **CITY OF ROMULUS**, a Michigan municipal corporation (the "City"), whose address is 11111 Wayne Road, Romulus, Michigan 48174; **THE FAIRWAYS AT GATEWAY SUBDIVISION ASSOCIATION**, a Michigan nonprofit corporation (the "Fairways Association"), whose registered address is 26711 Woodward Ave., #310B, Huntington Woods, Michigan 48070; **THE PONDS AT GATEWAY ASSOCIATION**, a Michigan nonprofit corporation (the "Ponds Association"), whose registered address is 40000 Grand River Ave., Suite 100, Novi, Michigan 48375; **THE GREENS AT GATEWAY ASSOCIATION**, a Michigan nonprofit corporation (the "Greens Association"), whose registered address is 26711 Woodward Ave., #310, Huntington Woods, Michigan 48070; **INFINITY-GATEWAY, LLC**, a Michigan limited liability company ("Infinity-Gateway"), whose address is 42400 Grand River, Suite 112, Novi, Michigan 48375; and **ROSS GOLF PROPERTIES, LLC**, a Michigan limited liability company ("Golf Course Owner"), whose address is 2134 Fairway Circle, Canton, MI 48188.

A. RECITALS

1. On June 8, 2009, Gateway Community, L.L.C., a Michigan limited liability company, Gateway Golf L.L.C., a Michigan limited liability company and the City of Romulus (the "City") entered into a Planned Development Area Agreement (the "PDAA") in connection with certain property located in the City of Romulus, Michigan (the "Overall Property"). The PDAA was recorded on June 16, 2009 at Liber 47975, Page 1441, et seq., Wayne County Records. The Overall Property is more particularly described on the attached **Exhibit A**.

2. Of the original signatories to the PDAA, only the City remains:

(a) On February 19, 2013, Gateway Community, L.L.C. ceased to operate as a limited liability company in the State of Michigan and is no longer in good standing with the State of Michigan's Department of Licensing and Regulatory Affairs.

(b) On February 16, 2016, Gateway Golf, L.L.C. ceased to operate as a limited liability company in the State of Michigan and is no longer in good standing with the State of Michigan's Department of Licensing and Regulatory Affairs.

(c) On September 14, 2017, Gateway Grill L.L.C. dissolved as a limited liability company in the State of Michigan by unanimous vote, which was filed with the State of Michigan's Department of Licensing and Regulatory Affairs on September 21, 2017.

3. The Fairways Association is the homeowners' association responsible for the management, administration and maintenance of that portion of the Overall Property commonly referred to as the "Fairways" which is subject to the following recorded declarations and otherwise legally comprised of:

(a) Lots 1 through 104, inclusive, and 107 through 116, inclusive, and specifically excluding Lots 105 and 106, the Fairways at Gateway Sub. No. 1 according to the plat thereof recorded in Liber 116, Pages 70 through 76, of Plats, Wayne County Records pursuant to the Subdivision Declaration of Covenants, Easements and Restrictions for The Fairways at Gateway Sub. No. 1 recorded on September 28, 2000 at Liber 32387, Pages 511 through 528, inclusive, Wayne County Records;

(b) Lots 117 through 217, inclusive, according to the plat thereof recorded in Liber 118 at Pages 95 through 100, Wayne County Records pursuant to the Amendment [sic] to Declaration of Covenants and Restrictions for the Gateway Subdivision No. 1 and Declaration of Covenants and Restrictions for the Fairways at Gateway Subdivision No. 2 recorded on June 10, 2002 at Liber 36340, Pages 1297 through 1299, inclusive, Wayne County Records;

(c) Lots 226 through 373, inclusive, according to the plat thereof as recorded in Liber 122 of Plats, at Pages 49 through 57, Wayne County Records pursuant to a Declaration of Covenants and Restrictions for The Fairways at Gateway Subdivision No. 4 recorded on November 18, 2005 at Liber 43638, Pages 371 through 374, inclusive, Wayne County Records.

(d) An Amendment to Declarations of Covenants and Restrictions: The Fairways at Gateway Subdivision Nos. 1, 2 and 4 recorded on July 7, 2006 in Liber 44964, Pages 77 through 81, inclusive, Wayne County Records.

4. The Ponds Association is the condominium association responsible for the management, administration and maintenance of The Ponds at Gateway Condominium, a residential condominium known as Wayne County Condominium Subdivision Plan No. 700, pursuant to the recording of its Master Deed recorded on April 21, 2003 in Liber 37840, Pages 1 through 61, inclusive, Wayne County Records, as amended by the First Amendment to Master Deed of The Ponds at Gateway Condominium recorded on November 10, 2004 in Liber 41608, Pages 5 through 7, inclusive, Wayne County Records, as amended by the Second Amendment to Master Deed: The Ponds at Gateway Condominium recorded on July 7, 2006 in Liber 44964, Pages 82 through 85, Wayne County Records, as amended by the Third Amendment to the Master Deed of The Ponds at Gateway Condominium recorded on September 12, 2017 in Liber 53933, Pages 1026 through 1027, inclusive, Wayne County Records, as amended by the Fourth Amendment to the Master Deed of The Ponds at Gateway Condominium recorded on May 20, 2020, in Liber 55811, Page 717, et seq., Wayne County Records, and as amended by the Fifth Amendment to the Master Deed of The Ponds at Gateway Condominium recorded on October 1, 2021 in Liber 57077, Page 1472, et seq., Wayne County Records which is that portion of the Overall Property more commonly referred to as the "Ponds" and legally described as:

CURRENT DEVELOPMENT AREA (PARCEL "A")

All of Lot 218 of "The Fairways at Gateway Sub. No. 3" according to the Plat thereof as recorded in Liber 119, Pages 37 through 43, inclusive, Wayne County Records, being part of the northeast 14 of Section 3, Town 3 south, Range 9 east, City of Romulus, Wayne County, Michigan, more particularly described as follows:

Beginning at the northeast corner of said Lot 218 (said point also being on the southerly right-of-way line of Augusta Drive – Public - 60 feet wide); thence south 07 degrees 16 minutes 23 seconds west, 125.10 feet; thence north 80 degrees 48 minutes 22 seconds west, 194.04 feet, thence north 68 degrees 30 minutes 00 seconds west, 130.05 feet; thence north 86 degrees 17 minutes 28 seconds west, 89.14 feet; thence south 81 degrees 00 minutes 00 seconds west 253.33 feet; thence south 86 degrees 14 minutes 25 seconds west, 323.96 feet; thence north 84 degrees 30 minutes 00 seconds west 247.38 feet; thence south 88 degrees 24 minutes 01 seconds west, 167.66 feet; thence south 72 degrees 23 minutes 26 seconds west, 167.43, thence south 65 degrees 00 minutes 00 seconds west, 242.53 feet; thence south 76 degrees 50 minutes 06 seconds west, 159.39 feet; thence north 77 degrees 39 minutes 09 seconds west, 157.65 feet; thence north 23 degrees 00 minutes 00 seconds east, 125.00 feet to a point on said northerly right-of-way line of Augusta Drive; thence the following ten (10) courses along said northerly right-of-way line of Augusta Drive, south 67 degrees 00 minutes 00 seconds east, 8.00 feet and 217.82 feet along the arc of a curve to the left, radius of 260.00 feet, central angle of 48 degrees 00 minutes 00 seconds and a chord of north 89 degrees 00 minutes 00 seconds east, 211.50 feet and north 65 degrees 00 minutes 00 seconds east, 239.12 feet and 383.27 feet along the arc of a curve to the right, radius of 720.00 feet, central angle of 30 degrees 30 minutes 00 seconds and a chord of north 80 degrees 15 minutes 00 seconds east, 378.76 feet and south 84 degrees 30 minutes 00 seconds east, 89.37 feet and 539.04 feet along the arc of a curve to the left, radius of 2,130.00 feet, central angle of 14 degrees 30 minutes 00 seconds and a chord of north 88 degrees 15 minutes 00 seconds east, 537.61 feet and north 81 degrees 00 minutes 00 seconds east 198.96 feet and 122.43 feet along the arc of a curve to the right, radius of 230.00 feet, central angle of 30 degrees 30 minutes 00 seconds and a chord of south 83 degrees 45 minutes 00 seconds east, 120.99 feet and south 68 degrees 30 minutes 00 seconds east, 50.00 feet and 252.40 feet along the arc of a curve to the left, radius of 740.22 feet, central angle of 19 degrees 32 minutes 11 seconds and a chord of south 78 degrees 16 minutes 05 seconds east, 251.18 feet to the point of beginning. Containing 5.87 acres of land.

CURRENT DEVELOPMENT AREA (PARCEL "B")

All of Lot 219 of "The Fairways at Gateway Sub. No. 3" according to the Plat thereof as recorded in Liber 119, Pages 37 through 43 inclusive, Wayne County Records, being part of the northeast 1/4 of Section 3, Town 3 south, Range 9 east,

City of Romulus, Wayne County, Michigan, more particularly described as follows:

Beginning at the northeast corner of said Lot 219 (said point also being on the southerly right-of-way line of Augusta Drive- Public - 60 feet wide); thence south 23 degrees 00 minutes 00 seconds west, 111.15 feet; thence north 84 degrees 46 minutes 10 seconds west, 126.63 feet to a point on the easterly right-of-way line of St. Andrews Drive (Public - 60 feet wide); thence the following two (2) courses along said easterly right-of-way line of St Andrews Drive, 130.35 feet along the arc of a curve to the right, radius of 200.00 feet, central angle of 37 degrees 20 minutes 29 seconds and a chord of north 18 degrees 09 minutes 46 seconds east, 128.05 feet and north 36 degrees 50 minutes 00 seconds east, 25.70 feet to a point on said southerly right-of-way line of Augusta Drive; thence the following two (2) courses along said southerly right-of-way line of Augusta Drive, 39.96 feet along the arc of a curve to the left, radius of 290.00 feet, central angle of 07 degrees 53 minutes 44 seconds and a chord of south 63 degrees 03 minutes 08 seconds east, 39.93 feet and south 67 degrees 00 minutes 00 seconds east, 85.41 feet to the point of beginning. Containing 0.40 acres of land.

CURRENT DEVELOPMENT AREA (PARCEL "C")

All of Lot 223 of "The Fairways at Gateway Sub. No. 3" according to the Plat thereof as recorded in Liber 119, Pages 37 through 43 inclusive, Wayne County Records, being part of the northeast 14 of Section 3, Town 3 south, Range 9 east, City of Romulus, Wayne County, Michigan, more particularly described as follows:

Beginning at the southwest corner of said Lot 223 (said point also being on the northerly right-of-way line of Augusta Drive - Public - 60 feet wide); thence north 23 degrees 00 minutes 00 seconds east, 120.00 feet; thence south 76 degrees 09 minutes 01 seconds east, 90.68 feet; thence north 65 degrees 00 minutes 00 seconds east, 253.77 feet to a point on the westerly right-of-way line of Twin Oaks Drive (Public- 60 feet wide); thence the following two (2) courses along said westerly right of way line of Twin Oaks Drive, 40.10 feet along the arc of a curve to the left, radius of 330.00 feet, central angle of 06 degrees 57 minutes 43 seconds and a chord of south 21 degrees 31 minutes 08 seconds east, 40.07 feet and south 25 degrees 00 minutes 00 seconds east, 80.00 feet to a point on said northerly right-of-way line of Augusta Drive; thence the following three (3) courses along said northerly right-of-way line of Augusta Drive, south 65 degrees 00 minutes 00 seconds west, 235.12 feet and 167.55 feet along the arc of a curve to the right, radius of 200.00 feet, central angle of 48 degrees 00 minutes 00 seconds and a chord of south 89 degrees 00 minutes 00 seconds west, 162.69 feet and north 67 degrees 00 minutes 00 seconds west, 40.92 feet to the point of beginning. Containing 1.09 acres of land.

CURRENT DEVELOPMENT AREA (PARCEL "D")

All of Lot 224 of "The Fairways at Gateway Sub. No. 3" according to the Plat thereof as recorded in Liber 119, Pages 37 through 43 inclusive, Wayne County Records, being part of the northeast 14 of Section 3, Town 3 south, Range 9 east, City of Romulus, Wayne County, Michigan, more particularly described as follows: Beginning at the southeast corner of said Lot 224 (said point also being on the northerly right-of-way line of Augusta Drive - Public- 60 feet wide); thence the following three (3) courses along said northerly right-of-way line of Augusta Drive, 511.41 feet along the arc of a curve to the right, radius of 2,070.00 feet, central angle of 14 degrees 09 minutes 19 seconds and a chord of south 88 degrees 25 minutes 21 seconds west, 510.11 feet and north 84 degrees 30 minutes 00 seconds west, 89.37 feet and 359.17 feet along the arc of a curve to the left, radius of 780.00 feet, central angle of 26 degrees 23 minutes 00 seconds and a chord of south 82 degrees 18 minutes 30 seconds west, 356.01 feet to a point on the easterly right-of-way line of Twin Oaks Drive (Public - 60 feet wide); thence the following two (2) courses along said easterly right-of-way line of Twin Oaks Drive, north 25 degrees 00 minutes 00 seconds west, 82.01 feet and 46.22 feet along the arc of a curve to the right, radius of 270.00 feet, central angle of 09 degrees 48 minutes 32 seconds and a chord of north 20 degrees 05 minutes 44 seconds west, 46.17 feet; thence north 74 degrees 48 minutes 32 seconds east, 178.74 feet; thence north 86 degrees 51 minutes 41 seconds east 171.49 feet; thence south 84 degrees 30 minutes 40 seconds east, 148.20 feet; thence south 86 degrees 01 minutes 09 seconds east, 127.34 feet; thence south 89 degrees 35 minutes 43 seconds east, 117.28 feet; thence north 86 degrees 57 minutes 30 seconds east, 117.28 feet; thence north 83 degrees 18 minutes 02 seconds east, 131.66 feet to a point on the westerly right-of-way line of Mission Hills Drive (Public - 60 feet wide); thence south 09 degrees 00 minutes 00 seconds east, 120.00 feet along said westerly right-of-way line of Mission Hills Drive to the point of beginning. Containing 2.72 acres of land.

CURRENT DEVELOPMENT AREA (PARCEL "E")

All of Lot 225 of "The Fairways at Gateway Sub. No. 3" according to the Plat thereof as recorded in Liber 119, Pages 37 through 43 inclusive, Wayne County Records, being part of the northeast 14 of Section 3, Town 3 south, Range 9 east, City of Romulus, Wayne County, Michigan, more particularly described as follows:

Beginning at the southeast corner of said lot 225 (said point also being on the northerly right-of-way line of Augusta Drive - Public - 60 feet wide); thence the following five (5) courses along said northerly right-of-way line of Augusta Drive, north 89 degrees 36 minutes 23 seconds west, 84.06 feet and 115.97 feet along the arc of a curve to the right, radius of 400.00 feet, central angle of 16 degrees 36 minutes 44 seconds and a chord of north 81 degrees 18 minutes 01 seconds west, 115.57 feet and north 72 degrees 59 minutes 39 seconds west, 50.00 feet and 131.62 feet along the arc of a curve to the left, radius of 290.00 feet, central angle of 26

degrees 00 minutes 21 seconds and a chord of north 85 degrees 59 minutes 49 seconds west, 130.50 feet and south 81 degrees 00 minutes 00 seconds west, 151.42 feet to a point on the easterly right-of-way line of Mission Hills Drive (Public - 60 feet wide); thence north 09 degrees 00 minutes 00 seconds west, 120.00 feet along said easterly right-of-way line of Mission Hills Drive; thence north 81 degrees 00 minutes 00 seconds east, 213.53 feet; thence south 80 degrees 52 minutes 32 seconds east 338.81 feet; thence south 00 degrees 23 minutes 37 seconds west, 116.31 feet to the point of beginning. Containing 1.53 acres of land.

Along with two easements for signage, more particularly described as:

Signage Easement No. 1

Being a part of the northeast $\frac{1}{4}$ of Section 3, Town 3 south, Range 9 east, City of Romulus, Wayne County, Michigan, described as beginning at a point on the northerly right-of-way line of Augusta Drive (Public - 60 feet wide), said point being distant south 00 degrees 23 minutes 37 seconds west, 1319.69 feet along the east line of said Section 3 and north 89 degrees 36 minutes 23 seconds west, 60.00 feet along said northerly right-of-way line of Augusta Drive from the northeast corner of said Section 3; thence from said point of beginning and continuing along said northerly right-of-way line of Augusta Drive north 89 degrees 36 minutes 23 seconds west, 25.00 feet; thence north 45 degrees 23 minutes 37 seconds east, 35.36 feet; thence south 00 degrees 23 minutes 37 seconds west, 25.00 feet to the point of beginning.

Signage Easement No. 2

Being a part of the northeast $\frac{1}{4}$ of Section 3, Town 3 south, Range 9 east, City of Romulus, Wayne County, Michigan, described as beginning at a point on the southerly right-of-way line of Augusta Drive (Public - 60 feet wide), said point being distant south 00 degrees 23 minutes 37 seconds west, 1419.69 feet along the east line of said Section 3 and north 89 degrees 36 minutes 23 seconds west, 60.00 feet along said southerly right-of-way line of Augusta Drive from the northeast corner of said Section 3; thence from said point of beginning south 00 degrees 23 minutes 37 seconds west, 25.00 feet; thence north 44 degrees 36 minutes 23 seconds west, 35.36 feet to a point on said southerly right-of-way line of Augusta Drive; thence south 89 degrees 36 minutes 23 seconds east, 25.00 feet along said southerly right-of-way line of Augusta Drive to the point of beginning.

5. The Greens Association is the condominium association responsible for the management, administration and maintenance of The Greens at Gateway, a residential condominium known as Wayne County Condominium Subdivision Plan No. 580, pursuant to the recording of its Master Deed recorded on December 14, 2000 in Liber 32821, Pages 357 through 414, Wayne County Records and as amended by the Amendment to Master Deed: The Greens at Gateway Condominium, as recorded on July 7, 2006 in Liber 44964, Pages 86 through 89,

inclusive, Wayne County Records, which is that portion of the Overall Property more commonly referred to as the "Greens" and legally described as:

PARCEL "A"

LOT 105 "THE FAIRWAYS AT GATEWAY SUB. NO 1" PART OF THE NW 1/4 AND PART OF THE NE 1/4 OF SECTION 3, T.3S., R.9E., CITY OF ROMULUS WAYNE COUNTY, MICHIGAN, AS RECORDED IN LIBER 116 OF PLATS ON PAGES 70 THROUGH 76 INCLUSIVE [SIC] WAYNE COUNTY RECORDS AND MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE SOUTHWESTERLY CORNER OF SAID LOT 105, THENCE N.15°38'11"W. 125.79 FEET; THENCE 10.38 FEET ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHWEST, SAID CURVE HAVING A RADIUS OF 480.00 FEET, CENTRAL ANGLE OF 01°14'22", CHORD LENGTH 10.38 FEET, AND A CHORD BEARING OF N.71°57'11"E.; THENCE N.71°20'00"E. 80.16 FEET; THENCE 157.14 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 730.0 FEET, CENTRAL ANGLE OF 12°20'00", CHORD LENGTH OF 156.83 FEET AND A CHORD BEARING OF N.77°30'00"E., THENCE N.83.40'00"E. 50.13 FEET; THENCE 289.71 FEET ALONG THE ARC OF A CURVE TO THE RIGHT SAID CURVE HAVING A RADIUS OF 250.00 FEET, CENTRAL ANGLE OF 66°23'46", CHORD LENGTH OF 273.77 FEET AND A CHORD BEARING OF S.63°08'07"E; THENCE S.61°26'44"W.116.11 FEET; THENSE [SIC] N.61°15'51"W. 115.79 FEET; THENCE S.82°58'26"W. 146.12 FEET; THENCE S.72°17'29"W. 158.02 FEET TO THE POINT OF BEGINNING. CONTAINING 1.469 ACRES.

PARCEL "B"

LOT 106 "THE FAIRWAYS AT GATEWAY SUB NO. 1" PART OF THE NW 1/4 AND PART OF THE NE 1/4 OF SECTION 3, T.3S., R.9E., CITY OF ROMULUS, WAYNE COUNTY, MICHIGAN, AS RECORDED IN LIBER 116 OF PLATS ON PAGES 70 THROUGH 76 INCLUSIVE WAYNE COUNTY RECORDS AND MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE SOUTHWESTERLY CORNER OF SAID LOT 106, THENCE N.18°40'00"W. 127.12 FEET; THENCE N.72°12'05"E. 163.21 FEET; THENCE N.82°05'52"E. 188.66 FEET; THENCE S. 82°25'12"E. 167.92 FEET; THENCE S.57°31'46"E. 191.72 FEET; THENCE S.32°36'16"E. 160.78 FEET; THENCE S.16°49'51"E. 47.70 FEET; THENCE S.73°07'08"W. 125.43 FEET; THENCE 422.38 FEET ALONG A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 310.00 FEET, CENTRAL ANGLE OF 78°03'58", CHORD LENGTH 390.46 FEET AND A CHORD BEARING OF N. 57°18'01"W.; THENCE S.83°40'00"W. 50.13 FEET; THENCE 170.06 FEET ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 790.00 FEET, CENTRAL ANGLE OF 12°20'00", CHORD LENGTH OF 169.73

FEET; AND A CHORD BEARING OF S.77°30'00"W.; THENCE S.71°20'00"W. 69.78 FEET TO THE POINT OF BEGINNING. CONTAINING 2.3750 ACRES.

Excepting therefrom any portion deeded, taken or used for public road purposes, and subject to all easements and restrictions of record and all governmental limitations.

6. Infinity-Gateway is the owner of that portion of the Overall Property referred to herein as the "Infinity Gateway Property" and legally described as:

PT OF THE NE 1/4 SEC 3 T3S R9E DESC AS BEG S 00D 23M 37S W 1319.69 FT AND N 89D 36M 23S W 60 FT FROM NE COR SEC 3 TH N 89D 36M 23S W 114.22 FTTH N 00D 23M 37S E 116.31FTTH N 80D 52M 32S W 134.85 FT TO POB TH N 80D 52M 32S W 203.96 FT TH S 81D 00M 00S W 213.5 FT TH S 81D 02M 17S W 60 FT TH S 83D 18M 02S W 131.66 FT TH S 86D 57M 30S W 117.28 FTTH N 89D 35M 43S W 117.28 FTTH N 86D 01M 09S W 127.34 FTTH N 84D 30M 40S W 148.20 FT TH S 86D 51M 41S W 171.49 FT TH S 74D 48M 32S W 238.74 FT TH 16.40 FT ALONG AN ARC OF A CURVE TO THE LEFT RADIUS 330 FT CENTRAL ANGLE 02D 50M 49S AND A CHORD THAT BEARS S 16D 36M 52S E 16.40 FT TH S 65D 00M 00S W 135.30 FT TH N 05D 40M 00S W 591.61FT TH N 14D 10M 30S E 161.49 FT TH N 39D 51M 32S E 162.41FT TH N 66D 40M 06S E 160.94 FT TH N 81D 50M 00S E 507.25 FT TH S 77D 21M 00S E 161.64 FT TH S 48D 47M 59S E 160.77 FT TH S 35D 50M 00S E 333.73 FTTH N 81D 00M 00S E 129.52 FTTH S 32D 29M 32S E 546.77 FT TO POB.

7. The Golf Course Owner is the owner and operator of the golf course located upon a portion of the Overall Property legally described as:

SEE ATTACHED EXHIBIT E

8. The parties hereto, either as owners of certain portions of the Overall Property or as the governing homeowner's association or condominium associations for certain portions of Overall Property, have requested and the City has agreed to amend certain portions of the PDAA as provided for below.

B. GENERAL PROVISIONS

1. This Agreement shall be executed and delivered by the parties and recorded by Infinity-Gateway with the Wayne County Register of Deeds (the "Register"), within fourteen (14) days of the approval of this Agreement by the City.

2. It is acknowledged that all terms, provisions and conditions of this Agreement are authorized by all applicable state and federal laws and constitutions, that this Agreement is valid and was entered into on a voluntary basis, and represents a permissible exercise of authority by the City. The parties agree that the Property shall not be developed or used in a manner inconsistent

with this Agreement, and/or inconsistent with applicable law or applicable ordinance, unless otherwise expressly provided in this Agreement.

3. The approval of this Agreement described herein, and the terms, provisions and conditions of this Agreement, are and shall be deemed to be binding upon and of benefit to the Overall Property and shall run with and bind the Overall Property, and shall bind and inure to the benefit of the parties to this Agreement and their respective successors or assigns. Any party acquiring an interest in the Property shall be bound by the covenants and obligations of this Agreement applicable to the respective land and/or development that such party shall acquire.

4. In the event that any portion of this Agreement shall be found to be invalid or unenforceable, the remaining portions of this Agreement shall remain valid and in full force and effect.

5. For purposes of providing notices required or authorized under this Agreement, such notice shall be given by certified mail, postage prepaid, or email, plus first-class mail, along with overnight delivery by a nationally recognized delivery service, sent and addressed as follows:

Notice to City:

City of Romulus

Attention:

Email:

With a Copy to:

Attention:

Email:

Notice to Fairways Association:

Attention:

Email:

With a Copy to:

Wloszek Law PLC

c/o Joe Wloszek, Esq.

24875 Novi Rd., Unit 286

Novi, MI 48335

joe@wloszeklaw.com

Notice to Greens Association:

Attention:_____
Email:_____

With a Copy to:

Wloszek Law PLC
c/o Joe Wloszek, Esq.
24875 Novi Rd., Unit 286
Novi, MI 48335
joe@wloszeklaw.com

Notice to Ponds Association:

Attention:_____
Email:_____

With a Copy to:

Wloszek Law PLC
c/o Joe Wloszek, Esq.
24875 Novi Rd., Unit 286
Novi, MI 48335
joe@wloszeklaw.com

Notice to Golf Course:

Ross Golf Properties, LLC
c/o Dennis Ross
2134 Fairway Circle
Canton, MI 48188
dennismross@comcast.net

With a Copy to:

Attention:_____
Email:_____

Notice to Infinity-Gateway:

Attention:_____
Email:_____

With a Copy to:

Dykema Gossett, PLLC
39577 Woodward Ave., Suite 300
Bloomfield Hills, Michigan 48304
Attention: Scott A. Steinhoff, Esq.
Email: ssteinhoff@dykema.com

Notice shall be effective the second (2nd) business day following the required mailing. Any party may change its address for purposes of notice by giving notice as herein provided. Any party may change the place and/or person for notice by giving notice of change in the manner herein provided.

6. This Agreement shall be governed and construed in accordance with the laws of the State of Michigan, without regard to principles of conflict of laws. Venue for any dispute arising under this Agreement shall be exclusively in the Wayne County Circuit Court.

7. This Agreement is deemed binding upon the parties hereto, and their respective heirs, personal representatives, successors-in-interest and assigns.

8. To the extent it is in conflict with the original PDAA, this Agreement supersedes and replaces any and all prior inconsistent agreements between the parties relative to the Property and any and all prior inconsistent orders or judgments of any nature relative to permitted development or uses of the Property, otherwise the original PDAA remains in full force and effect.

9. Any amendment or modification to this Agreement must be in writing and approved as to form and substance by authorized representatives of parties hereto, or their respective heirs, representatives, successors, successors-in-interest and assigns.

10. Any modifications or amendments to this Agreement are under the exclusive authority of the City Council. The development shall in all respects comply with the Zoning Ordinance for the City of Romulus and the Romulus Code of Ordinances. Only those deviations from the uses and dimensional limitations prescribed in the Zoning Ordinance that are specifically described in this Agreement shall be permitted. Any deviations or waivers permitted by this Agreement shall be considered as approved uses and not nonconforming uses.

11. Each person signing this Agreement on behalf of any party hereby represents and warrants that he/she is a duly authorized representative and agent of that respective party and that he/she has the full authority to bind said party to all the covenants, warranties, representations, terms and conditions of this Agreement.

C. GATEWAY DEVELOPMENT

1. Approval of the Revised PDA Site Plan and Revised Landscape Plan. The uses, developments, buildings, structures, improvements, parking areas, parking ratios and customary and related accessory site improvements as depicted on the PDA Site Plan for the Infinity Gateway Property attached as **Exhibit B** shall be deemed approved, authorized and permitted by the City under this Agreement as a Final Site Plan, any provision in the City Ordinances, laws, regulations or codes notwithstanding. To the extent that any deviation exists from any ordinance, law, regulation or code with respect to any uses, developments, buildings, structures, improvements,

parking areas, parking ratios and/or customary and related accessory site improvements described in the Revised PDA Site Plan attached hereto as **Exhibit B**, same shall be considered compliant in all respects with any ordinance, law, regulation or code.

2. Approved Uses. The following uses shall be specifically authorized and approved consistent with this Agreement:

- (a) Single family residential.
- (b) Multi-family residential.

3. Maintenance of the Property.

(a) Maintenance and Repair of the Storm Water System. The storm water drainage facilities and system including ponds which service the Overall Property is more particularly set forth on the attached **Exhibit C** (the "Storm Water System"). The Fairways Association shall be solely responsible for maintaining and repairing the Storm Water System, all of which maintenance and repairs shall be in conformance with all applicable statutes, ordinances and regulations. However, the Fairways Association must obtain approval from the Golf Course Owner related to any treatment of any ponds to ensure minimal interference with the operations of the golf course. The proportionate costs of all such maintenance, repairs and replacement is determined by dividing the total number of residential dwellings in each respective community by the total number of residential dwellings in the Overall Property as herein follows:

Owner/Association	Percentage Share
Fairways Association	59% (363 total Units)
Ponds Association	12% (76 total Units)
Greens Association	5% (32 total Units)
Infinity-Gateway	24% (145 total Units)

In the event that the total number of units for the Infinity-Gateway Parcel, as finally approved by the City, differs from the number of Units as set forth above, then all of the respective percentages as set forth above shall be revised accordingly without further need to amend the Planned Development Area Agreement.

In the event that the Fairways Association fails to maintain and repair the Storm Sewer System as provided for in this paragraph, then upon thirty (30) days prior written notice to the Fairways Association, each of the other parties to this Agreement shall have the right (but not the obligation) to perform such maintenance and repairs as may be reasonably necessary and the remaining parties to this Agreement shall reimburse the party performing such maintenance and/or repairs, pro rata, based upon the percentage shares set forth above.

(b) Maintenance and Repair of Entranceways. The entranceways to the Overall Property are more particularly described on the attached **Exhibit D** (the "Entranceways"). The

Fairways Association shall be solely responsible for maintaining and repairing the Entranceways, all of which maintenance and repairs shall be in conformance with all applicable statutes, ordinances and regulations. The costs of all such maintenance and repairs shall be shared amongst the parties herein as follows:

Owner/Association	Percentage Share
Fairways Association	59% (363 total Units)
Ponds Association	12% (76 total Units)
Greens Association	5% (32 total Units)
Infinity-Gateway	24% (145 total Units)

In the event that the Fairways Association fails to maintain and repair the Entranceways as provided for in this paragraph, then upon thirty (30) days prior written notice to the Fairways Association, each of the other parties to this Agreement shall have the right (but not the obligation) to perform such maintenance and repairs as may be reasonably necessary and the remaining parties to this Agreement shall reimburse the party performing such maintenance and/or repairs, pro rata, based upon the percentage shares set forth above.

(c) Operation of the Maintenance and Repair of the Storm Water System and the Entranceways. This Agreement includes all costs associated with the maintenance, repair or replacement of the Storm Water System or the Entranceways, including, but not limited to, all storm water pipes, all storm water facilities, insurance, administrative fees, operational fees, management fees, signage, walls, lights, sprinklers, utility bills, landscaping, dredging, reserves for unexpected replacement expenses and taxes.

(i) Budget Basis. The Fairways Association will operate this Agreement on a budget basis. Invoices sent to each respective Party or the Party's successor(s) in interest must be paid within thirty (30) days.

(ii) Representatives for Input to Operational Budget. Prior to the determination of the annual budget, the Parties, or their successors in interest, may appoint representatives to confer with the Fairways Association to give input to the operational budget each year. To ensure adequate representation, Fairways Association may select two representatives, Ponds Association may select one representative, Greens Association may select one representative and Infinity-Gateway may select one representative. The purpose of the representatives shall be to ensure adequate communication amongst the Parties and an ability to provide feedback to the Fairways Association, as appropriate.

(iii) Funds. The Fairways Association shall keep separate bank account(s) related to the expenses contemplated by this Agreement. If there are additional funds at the end of each fiscal year, the funds will remain in the savings or reserves account. If the expenses exceed the budgetary projections, the Fairways Association may utilize the savings or reserves from prior fiscal years or assess an additional assessment pursuant to the percentages contained herein.

(iv) Management Company. The Fairways Association may retain a property management company to effectuate this Agreement, if appropriate.

(v) Right to Inspect the Books and Records. Any Party may review the books and records including invoices, contracts and other associated records upon written notice to the Fairways Association at a mutually agreeable time and location. All costs associated with the inspection of the books and records shall be borne by the Party seeking to inspect the books and records.

(d) Remedies.

(i) Arbitration. Disputes, claims or grievances arising out of or relating to the parties obligation as set forth in this Agreement, the interpretation or the application of this, or any other disputes, claims or grievances arising among or between the parties hereto, upon the election and written consent of the parties to any such disputes, claims or grievances (which consent shall include an agreement of the parties that the judgment of any circuit court of the State of Michigan may be rendered upon any award pursuant to such arbitration), and upon written notice to the other parties hereto, shall be submitted to arbitration and the parties thereto shall accept the arbitrator's decision as final and binding, provided that no question affecting the claim of title of any person to any fee or life estate in real estate is involved. The Commercial Arbitration Rules of the American Arbitration Association as amended and in effect from time to time hereafter shall be applicable to any such arbitration.

(ii) Judicial Relief. In the absence of the election and written consent of the parties pursuant to subsection (i) above, no party hereto shall be precluded from petitioning the courts to resolve any such disputes, claims or grievances.

(iii) Election of Remedies. Such election and written consent by the parties hereto to submit any such dispute, claim or grievance to arbitration shall preclude such parties from litigating such dispute, claim or grievance in the courts.

(iv) Damages. All sums assessed to the Parties pursuant to the percentage formula above shall constitute a lien against each respective parcel(s) from the date of the assessment. In the event any Party or the Party's successors in interest defaults in the obligation to pay any assessment levied under any of the Paragraphs herein, the non-defaulting Party or Parties may enforce collection of such assessment and obtain all expenses incurred in connection with collecting unpaid assessments including, but not limited to, interest at 7% per annum, late fees, costs and attorney fees.

(v) Non-Waiver. No Party or the Party's successors in interest may exempt itself from liability for any of the assessments levied under this Agreement by waiver of use or enjoyment of this Agreement.

(vi) Successors in Interest. If at any such time any portion of the properties included herein are split off or established as separate developments, all obligations created herein shall automatically be extended to such split-off-portions and shall perpetually run with the such split-off portions.

4. Counterparts. This Agreement may be executed in several counterparts, and each executed counterpart shall constitute an original instrument, but such counterparts shall together constitute but one and the same instrument.

[Signatures on following pages]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date and year first above written.

The Fairways at Gateway Subdivision Association, a Michigan nonprofit corporation

By: _____
Name: _____
Title: President

STATE OF MICHIGAN)
) SS
COUNTY OF _____)

The foregoing instrument was executed before me this _____ day of _____, 2022, by _____, the President of **The Fairways at Gateway Subdivision Association**, a Michigan nonprofit corporation, on behalf of said nonprofit corporation.

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

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date and year first above written.

The Ponds at Gateway Association, a Michigan nonprofit corporation,

By: _____
Name: _____
Title: President

STATE OF MICHIGAN)
) SS
COUNTY OF _____)

The foregoing instrument was executed before me this _____ day of _____, 2022, by _____, the President of **The Ponds at Gateway Association**, a Michigan nonprofit corporation, on behalf of said nonprofit corporation.

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

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date and year first above written.

The Greens at Gateway Association, a Michigan nonprofit corporation,

By: _____
Name: _____
Title: President

STATE OF MICHIGAN)
) SS
COUNTY OF _____)

The foregoing instrument was executed before me this _____ day of _____, 2022, by _____, the President of **The Greens at Gateway Association**, a Michigan nonprofit corporation, on behalf of said nonprofit corporation.

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

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date and year first above written.

Ross Golf Properties, LLC, a Michigan limited liability company

By: _____
Name: _____
Title: _____

STATE OF MICHIGAN)
) SS
COUNTY OF _____)

The foregoing instrument was executed before me this _____ day of _____, 2022, by _____, the _____ of **Ross Golf Properties, LLC**, a Michigan limited liability company, on behalf of said limited liability company.

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

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date and year first above written.

Infinity-Gateway, LLC, a Michigan limited liability company,

By: _____
Name: _____
Title: _____

STATE OF MICHIGAN)
) SS
COUNTY OF _____)

The foregoing instrument was executed before me this _____ day of _____, 2022, by _____, the _____ of **Infinity-Gateway, LLC**, a Michigan limited liability company, on behalf of said limited liability company.

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

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date and year first above written.

City of Romulus, a Michigan municipal corporation,

By: _____
Name: _____
Title: _____

STATE OF MICHIGAN)
) SS
COUNTY OF _____)

The foregoing instrument was executed before me this _____ day of _____, 2022, by _____, the _____ of the **City of Romulus**, a Michigan municipal corporation, on behalf of said municipal corporation.

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

DRAFTED BY AND WHEN
RECORDED RETURN TO:

Scott A. Steinhoff, Esq.
Dykema Gossett PLLC
39577 Woodward Avenue, Suite 300
Bloomfield Hills, MI 48304

LIST OF EXHIBITS

EXHIBIT A – OVERALL PROPERTY

EXHIBIT B – REVISED PDA SITE PLAN FOR INFINITY-GATEWAY PROPERTY

EXHIBIT C – DESCRIPTION OF STORM WATER SYSTEM

EXHIBIT D – DESCRIPTION OF ENTRANCEWAYS

EXHIBIT E – GOLF COURSE LEGAL DESCRIPTION

DRAFT

List of Exhibits

EXHIBIT A

OVERALL PROPERTY

PART OF THE NORTH ½ OF SECTION 3 AND PART OF THE N.E. ¼ OF SECTION 4, T. 3S., R. 9E., CITY OF ROMULUS, WAYNE COUNTY, MICHIGAN DESCRIBED AS BEGINNING AT A POINT, SAID POINT BEING THE WEST ¼ CORNER OF SAID SECTION 3 AND THE EAST ¼ CORNER OF SAID SECTION 4; THENCE FROM SAID POINT OF BEGINNING N. 89°44'28" W., 1,102.03 FEET ALONG THE EAST AND WEST ¼ LINE OF SAID SECTION 4; THENCE N. 00°18'22" E., 193.00 FEET; THENCE N. 89°44'28" W. 240.00 FEET; THENCE THE FOLLOWING THREE (3) COURSES ALONG ROMULUS URBAN RENEWAL PLAT NO. 1 AS RECORDED IN LIBER 100 OF PLATS, PAGES 39-44 WAYNE COUNTY RECORDS, N. 00°18'22" E., 2,092.18 FEET AND S. 89°57'10" E., 288.27 FEET AND N. 00°37'00" E., 350.48 FEET; THENCE THE FOLLOWING FIVE (5) COURSES ALONG THE SOUTH RIGHT-OF-WAY LINE OF VAN BORN ROAD (120 FEET WIDE) S. 89°55'49" E., 1,027.80 FEET AND N. 89°54'21" E., 7.34 FEET AND N. 89°54'21" E., 2,622.66 FEET AND N. 89°54'21" E., 13.46 FEET AND N. 89°53'27" E., 2,543.83 FEET; THENCE ALONG THE WEST RIGHT-OF-WAY LINE OF MERRIMAN ROAD (120 FEET WIDE) THE FOLLOWING THREE (3) COURSES S. 02°24'07" W. 381.97 FEET, 184.58 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 5,789.68 FEET, CENTRAL ANGLE 01°49'38" AND A CHORD THAT BEARS S. 01°29'19" W. 184.57 FEET AND S. 00°34'31" W. 1,141.38 FEET; THENCE S. 51°35'12" W., 49.51 FEET ALONG THE CENTERLINE OF HENRY RUFF ROAD (66 FEET WIDE); THENCE S. 89°58'35" W., 2,476.15 FEET; THENCE S. 00°19'35" E., 904.05 FEET ALONG THE NORTH AND SOUTH ¼ LINE OF SAID SECTION 3 TO THE CENTER OF SAID SECTION 3; THENCE S. 89°52'05" W. 2,635.05 FEET ALONG THE EAST AND WEST ¼ LINE OF SAID SECTION 3 TO THE POINT OF BEGINNING AND CONTAINING 337.51 ACRES.

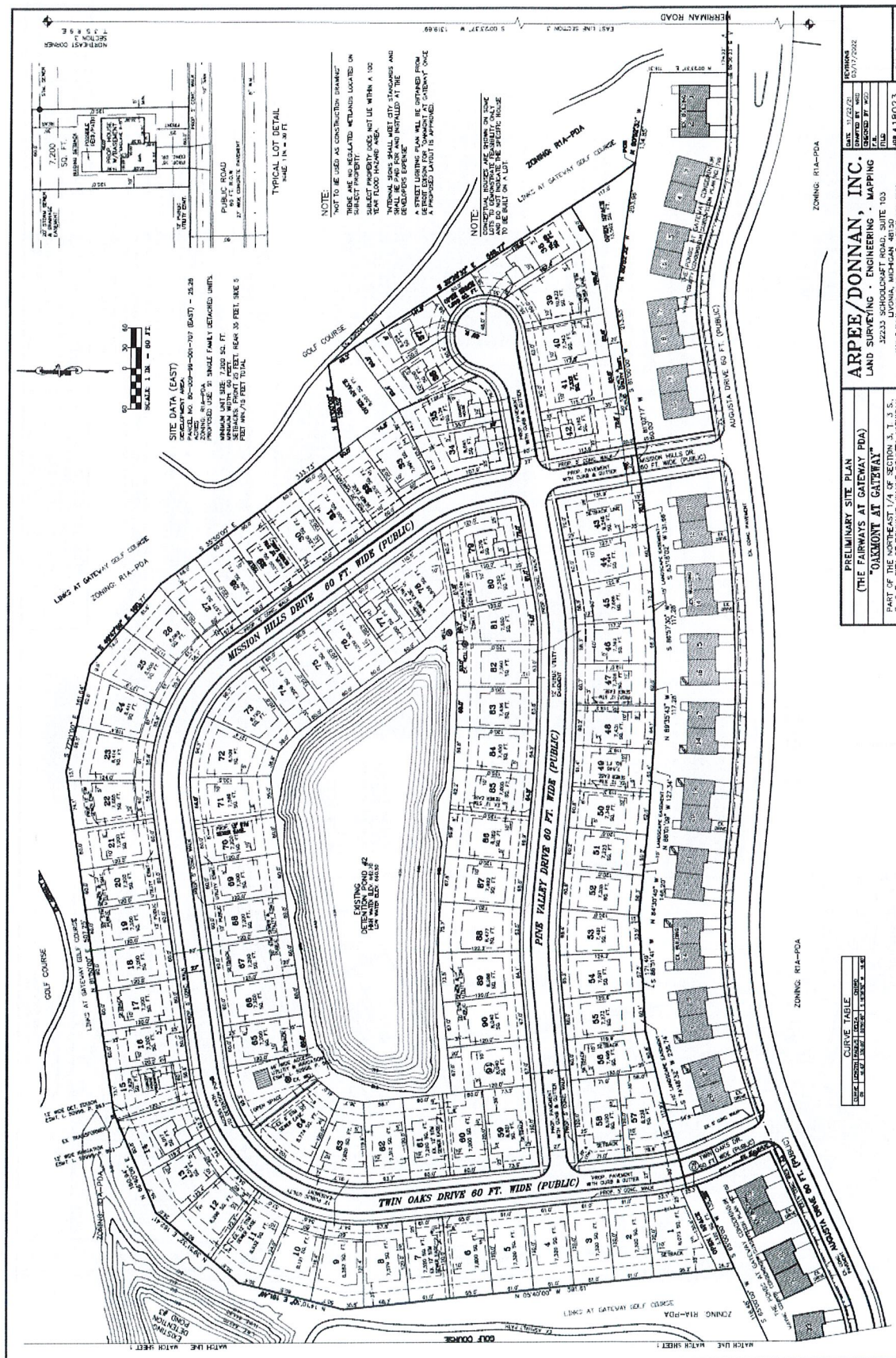
EXHIBIT B

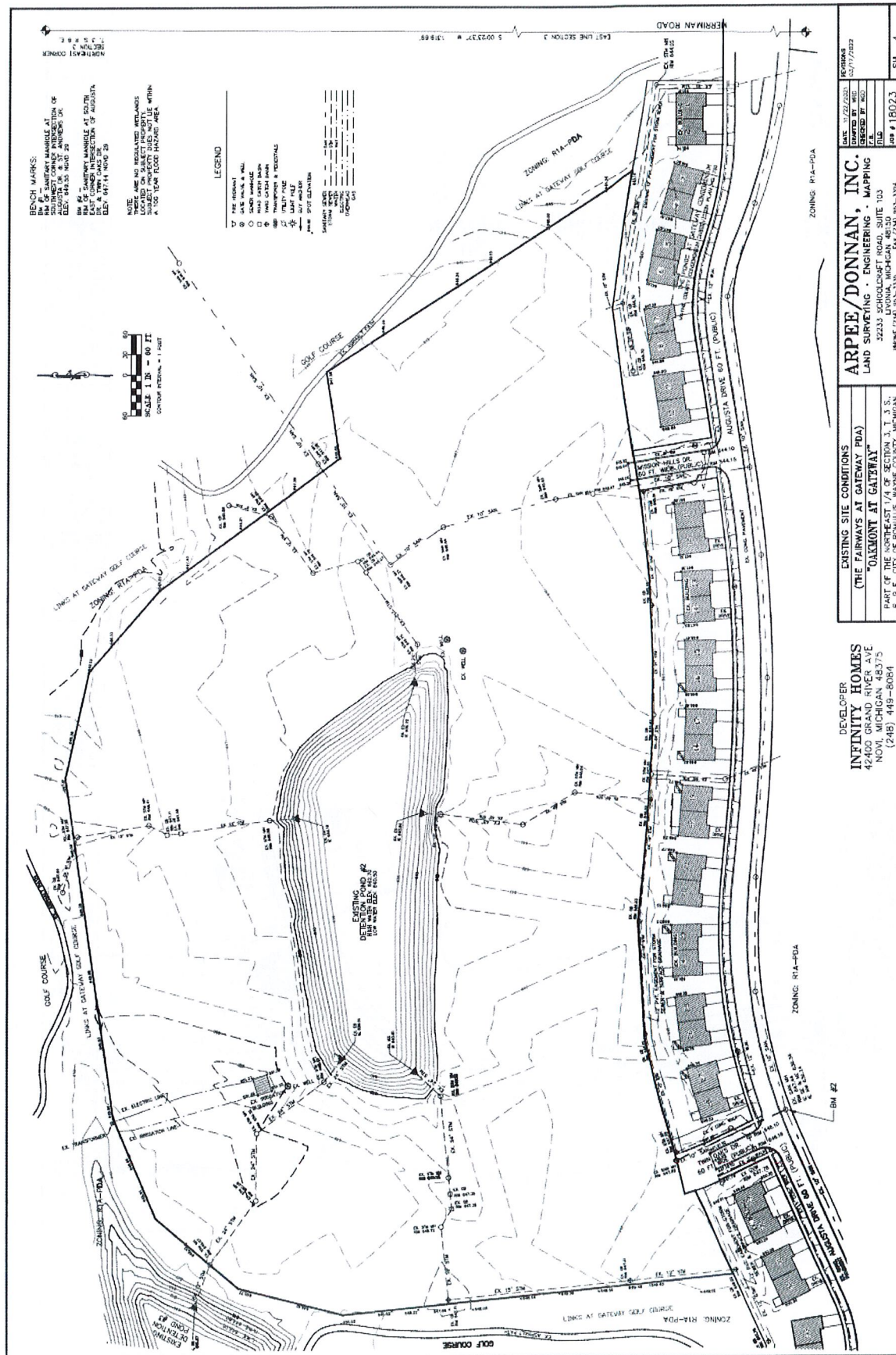
**REVISED PDA SITE PLAN
FOR INFINITY-GATEWAY PROPERTY**

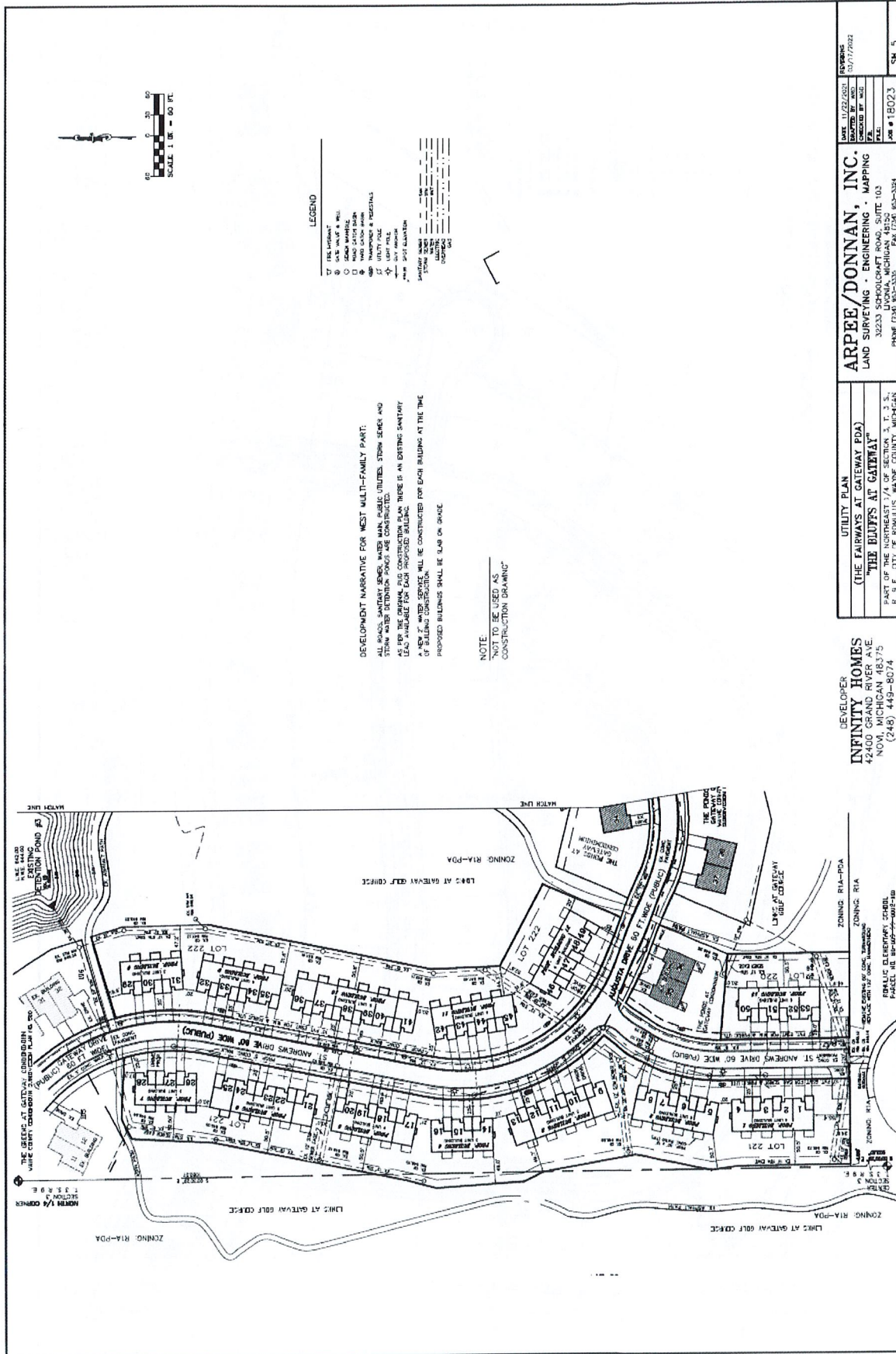
SEE ATTACHED

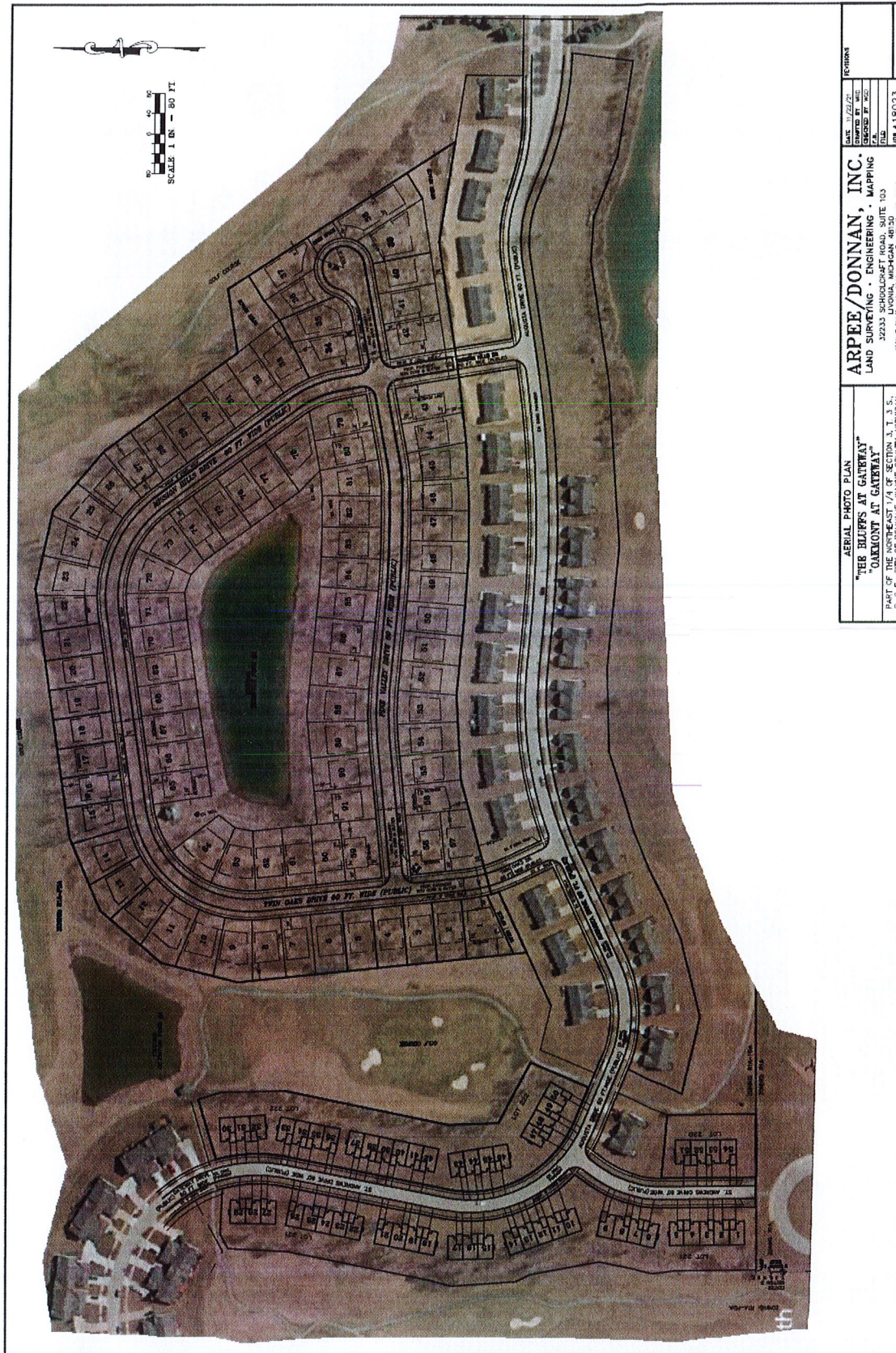
DRAFT









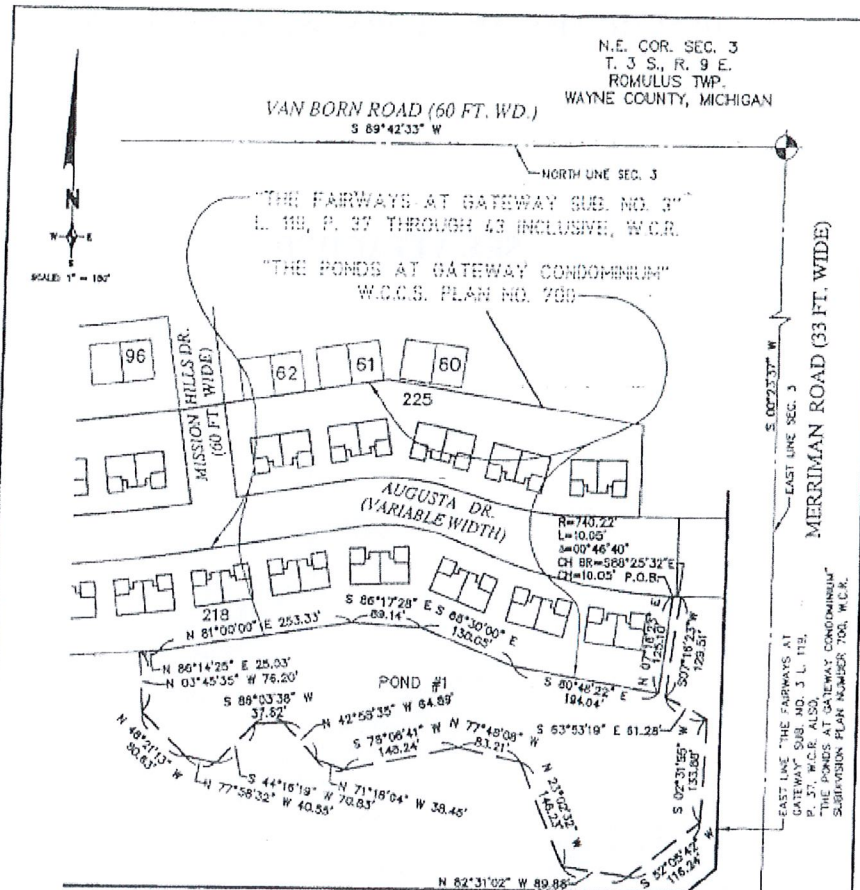


AERIAL PHOTO PLAN		DATE: 11/22/21	FIGURE:
"THE BLUFFS AT GATEWAY"		PROJECT: 18023	FIGURE: 1
"OAKMONT AT GATEWAY"		DATE: 11/22/21	FIGURE: 1
PART OF THE NORTHEAST 1/4 OF SECTION 3, T. 3 S., R. 9 E., CITY OF ROMULUS, WAYNE COUNTY, MICHIGAN		PROJECT: 18023	FIGURE: 1
ARPEE/DONNAN, INC.		PROJECT: 18023	FIGURE: 1
LAND SURVEYING - ENGINEERING - MAPPING		PROJECT: 18023	FIGURE: 1
32233 LIVINGSTONE DRIVE, SUITE 100		PROJECT: 18023	FIGURE: 1
LYNDEN, MICHIGAN 48306		PROJECT: 18023	FIGURE: 1
PHONE (248) 933-3339 FAX (248) 933-3344		PROJECT: 18023	FIGURE: 1
SHEET 1		PROJECT: 18023	FIGURE: 1

EXHIBIT C
DESCRIPTION OF STORM WATER SYSTEM

SEE ATTACHED

DRAFT



DESCRIPTION

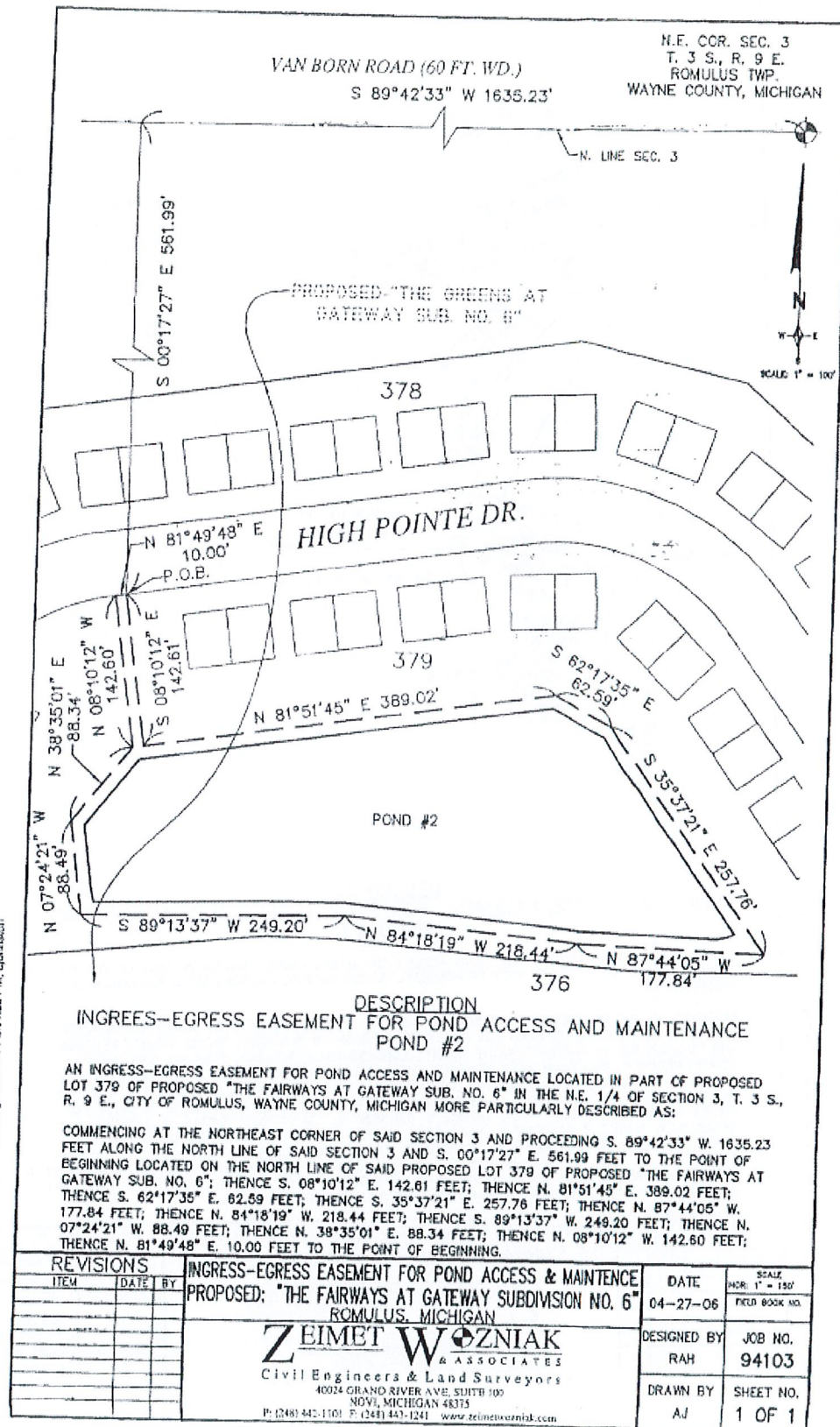
INGRESS-EGRESS EASEMENT FOR POND ACCESS AND MAINTENANCE POND #1

AN INGRESS-EGRESS EASEMENT FOR POND ACCESS AND MAINTENANCE LOCATED IN PART OF THE N.E. 1/4 OF SECTION 3, T. 3 S., R. 9 E., CITY OF ROMULUS, WAYNE COUNTY, MICHIGAN MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE NORTH-EAST CORNER OF LOT 218 OF "THE FAIRWAYS AT GATEWAY SUBDIVISION NUMBER 3" AS RECORDED IN LIBER 119, PAGES 37 THROUGH 43 INCLUSIVE, WAYNE COUNTY RECORDS, THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY OF AUGUSTA DRIVE (VARIABLE WIDTH) THE 10.05 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 740.22 FEET, CENTRAL ANGLE 00°46'40", AND A CHORD THAT BEARS S. 88°25'32" E. 10.05 FEET; THENCE S. 07°18'23" W. 129.51 FEET; THENCE S. 63°53'19" E. 61.28 FEET; THENCE S. 02°31'55" W. 133.88 FEET; THENCE S. 52°05'42" W. 116.24 FEET; THENCE N. 82°31'02" W. 89.88 FEET; THENCE N. 23°02'32" W. 146.23 FEET; THENCE N. 77°48'08" W. 83.21 FEET; THENCE S. 78°06'41" W. 148.24 FEET; THENCE N. 71°16'04" W. 38.45 FEET; THENCE N. 42°58'35" W. 64.89 FEET; THENCE S. 85°03'38" W. 37.82 FEET; THENCE S. 44°16'19" W. 70.83 FEET; THENCE N. 77°58'32" W. 40.55 FEET; THENCE N. 46°21'13" W. 80.63 FEET; THENCE N. 03°45'35" W. 76.20 FEET; THENCE THE FOLLOWING FIVE (5) COURSES ALONG THE SOUTH LINE OF SAID LOT 218 ALSO BEING THE SOUTH LINE OF "THE PONDS AT GATEWAY CONDOMINIUM", WAYNE COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 700, WAYNE COUNTY RECORDS: 1) N. 88°14'26" E. 25.03 FEET, 2) N. 81°00'00" E. 25.33 FEET, 3) S. 88°17'28" E. 89.14 FEET, 4) S. 68°30'00" E. 130.05 FEET, 5) S. 80°48'22" E. 194.04 FEET; THENCE ALONG THE EAST LINE OF SAID LOT 218 AND SAID "THE PONDS AT GATEWAY CONDOMINIUM" N. 07°16'23" E. 125.10 FEET TO THE POINT OF BEGINNING.

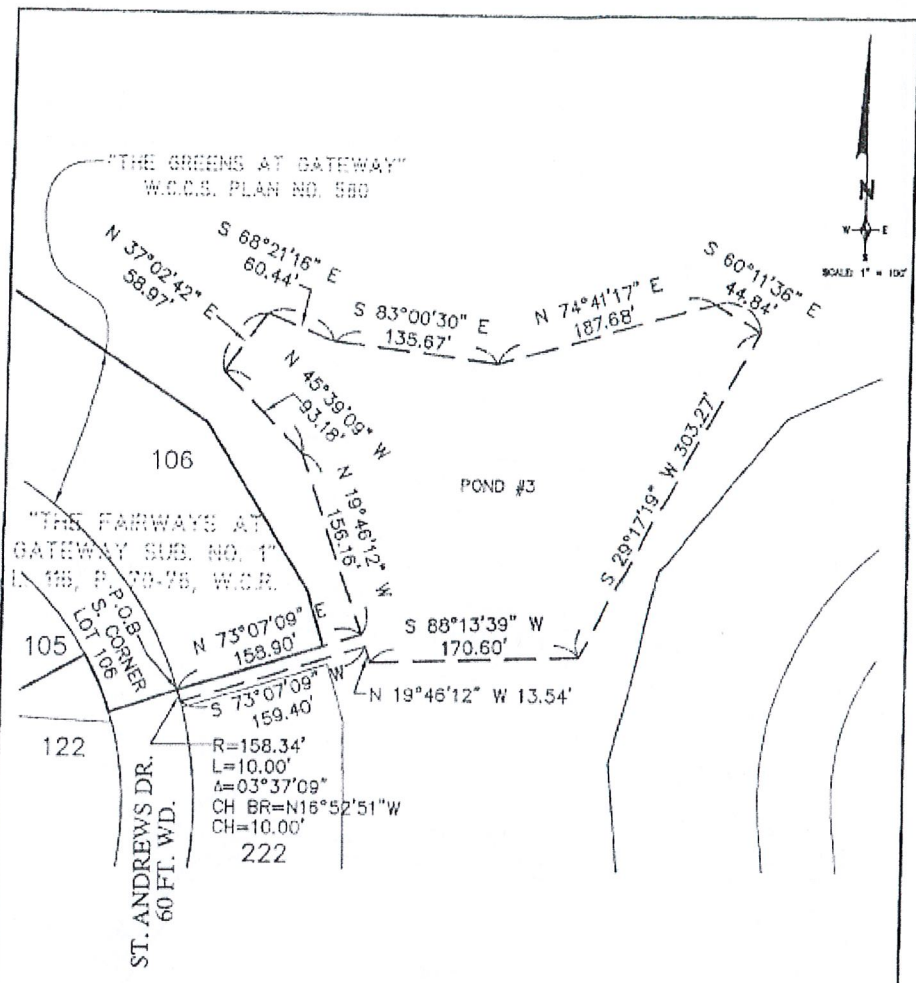
REVISIONS			INGRESS-EGRESS EASEMENT FOR POND ACCESS & MAINTENANCE		DATE	SCALE
ITEM	DATE	BY	"THE FAIRWAYS AT GATEWAY SUBDIVISION NO. 3"		04-27-05	1" = 120'
			ROMULUS, MICHIGAN			FIELD BOOK NO.
			ZEIMET WOZNIAK		DESIGNED BY	JOB NO.
			Civil Engineers & Land Surveyors		RAH	94103
			49324 GRAND RIVER AVE. SUITE 100		DRAWN BY	SHEET NO.
			NOVI, MICHIGAN 48173		AJ	1 OF 1
			P: (248) 442-1101 F: (248) 442-1241 www.zeimetwozniak.com			

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L-1-42664 Pg-69



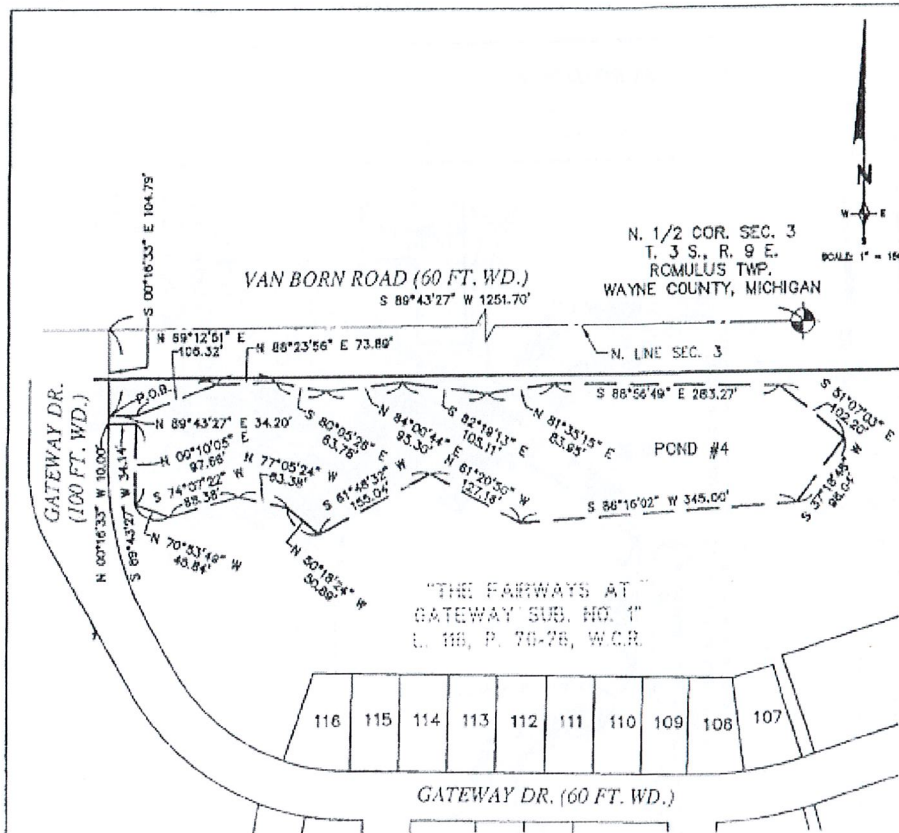
DESCRIPTION
INGRESS-EGRESS EASEMENT FOR POND ACCESS AND MAINTENANCE
POND #3

AN INGRESS-EGRESS EASEMENT FOR POND ACCESS AND MAINTENANCE LOCATED IN PART OF THE N.E. 1/4 OF SECTION 3, T. 3 S., R. 9 E., CITY OF ROMULUS, WAYNE COUNTY, MICHIGAN MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE SOUTHWESTERLY CORNER OF LOT 108 OF "THE FAIRWAYS AT GATEWAY SUBDIVISION NUMBER 1" AS RECORDED IN LIBER 116, PAGES 70 THROUGH 78 INCLUSIVE, WAYNE COUNTY RECORDS, AND "THE GREENS AT GATEWAY" WAYNE COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 580, WAYNE COUNTY RECORDS, SAID POINT ALSO BEING ON THE EASTERLY RIGHT-OF-WAY OF ST. ANDREWS DRIVE (60 FEET WIDE) THENCE ALONG SAID LOT AND CONDOMINIUM LINE N. 73°07'09" E. 158.90 FEET; THENCE N. 19°46'12" W. 158.16 FEET; THENCE N. 45°39'09" W. 93.18 FEET; THENCE N. 37°02'42" E. 58.97 FEET; THENCE S. 68°21'16" E. 60.44 FEET; THENCE S. 83°00'30" E. 135.67 FEET; THENCE N. 74°41'17" E. 187.68 FEET; THENCE S. 60°11'36" E. 44.84 FEET; THENCE S. 29°17'19" W. 303.27 FEET; THENCE S. 88°13'39" W. 170.60 FEET; THENCE N. 19°46'12" W. 13.54 FEET; THENCE S. 73°07'09" W. 159.40 FEET TO A POINT ON THE SAID RIGHT-OF-WAY OF ST. ANDREWS DRIVE; THENCE ALONG SAID RIGHT-OF-WAY 10.00 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 158.34 FEET, CENTRAL ANGLE 03°37'09", AND CHORD THAT BEARS N. 16°52'51" W. 10.00 FEET TO THE POINT OF BEGINNING.

REVISIONS			INGRESS-EGRESS EASEMENT FOR POND ACCESS & MAINTENANCE		DATE	SCALE
ITEM	DATE	BY	"THE FAIRWAYS AT GATEWAY SUBDIVISION NO. 1"		04-27-06	HOR. 1" = 150'
			ROMULUS, MICHIGAN			FIELD BOOK NO.
			ZEIMET WOZNIAK & ASSOCIATES Civil Engineers & Land Surveyors 40024 GRAND RIVER AVE. SUITE 100 NOVI, MICHIGAN 48235 P: (248) 442-1101 F: (248) 442-1241 www.zeimetwozniak.com		DESIGNED BY	JOB NO.
					RAH	94103
					DRAWN BY	SHEET NO.
					AJ	1 OF 1

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DESCRIPTION
INGRESS-EGRESS EASEMENT FOR POND ACCESS AND MAINTENANCE
POND #4

AN INGRESS-EGRESS EASEMENT FOR POND ACCESS AND MAINTENANCE LOCATED IN PART OF THE N.W. 1/4 OF SECTION 3, T. 3 S., R. 9 E., CITY OF ROMULUS, WAYNE COUNTY, MICHIGAN MORE PARTICULARLY DESCRIBED AS:

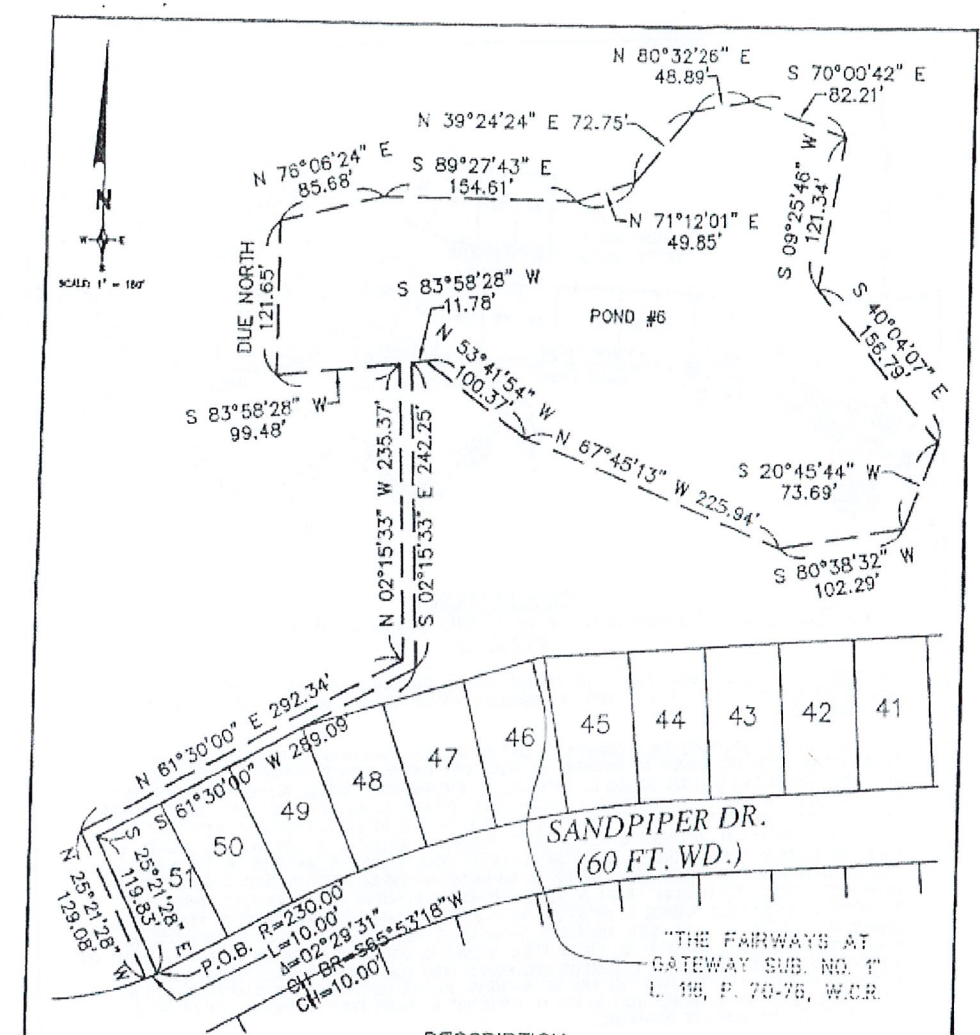
COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 3 AND PROCEEDING S. 89°43'27" W. 1251.70 FEET ALONG THE NORTH LINE OF SAID SECTION 3, ALSO BEING THE CENTERLINE OF VAN BORN ROAD (60 FT. WD., 1/2 WIDTH) AND S. 00°16'33" E. 104.79 FEET TO THE POINT OF BEGINNING SAID POINT BEING ALONG THE EASTERLY RIGHT-OF-WAY OF GATEWAY DRIVE (100 FEET WIDE); THENCE FROM SAID POINT OF BEGINNING N. 89°43'27" E. 34.20 FEET; THENCE N. 69°12'51" E. 106.32 FEET; THENCE N. 88°23'56" E. 73.89 FEET; THENCE S. 80°05'28" E. 63.78 FEET; THENCE N. 84°00'44" E. 95.30 FEET; THENCE S. 82°19'13" E. 105.11 FEET; THENCE N. 81°35'15" E. 83.95 FEET; THENCE S. 88°56'49" E. 283.27 FEET; THENCE S. 51°07'03" E. 102.20 FEET; THENCE S. 37°18'48" W. 98.04 FEET; THENCE S. 86°16'02" W. 345.00 FEET; THENCE N. 61°20'50" W. 127.18 FEET; THENCE S. 61°46'32" W. 155.04 FEET; THENCE N. 50°18'24" W. 50.89 FEET; THENCE N. 77°05'24" W. 63.38 FEET; THENCE S. 74°07'22" W. 88.38 FEET; THENCE N. 70°53'49" W. 45.84 FEET; THENCE N. 00°10'05" E. 97.66 FEET; THENCE S. 89°43'27" W. 34.14 FEET TO A POINT ALONG SAID EASTERLY RIGHT-OF-WAY OF GATEWAY DRIVE (100 FEET WIDE); THENCE ALONG SAID RIGHT-OF-WAY N. 00°18'33" W. 10.00 FEET TO THE POINT OF BEGINNING.

REVISIONS			INGRESS-EGRESS EASEMENT FOR POND ACCESS & MAINTENANCE		DATE	SCALE
ITEM	DATE	BY	"THE FAIRWAYS AT GATEWAY SUBDIVISION NO. 1"		04-27-06	HOR. 1" = 150'
			ROMULUS, MICHIGAN			FIELD BOOK NO.
			ZEIMET WOZNAK & ASSOCIATES Civil Engineers & Land Surveyors 40024 GRAND RIVER AVE. SUITE 100 NOVI, MICHIGAN 48373 P. (248) 442-1101 F. (248) 442-1241 www.zeimetroznak.com		DESIGNED BY	JOB NO.
					RAH	94103
					DRAWN BY	SHEET NO.
					AJ	1 OF 1

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Liber 116, Page 72



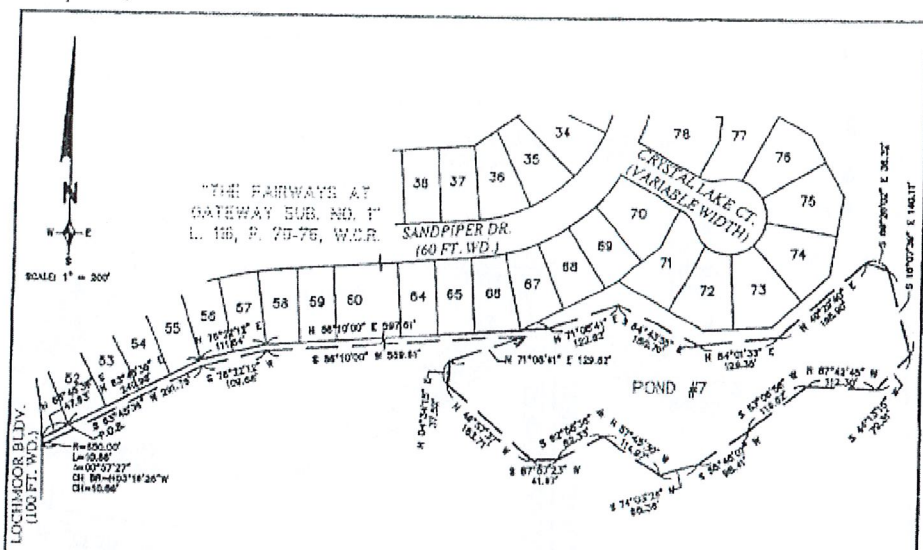
DESCRIPTION
INGRESS-EGRESS EASEMENT FOR POND ACCESS AND MAINTENANCE
POND #6

AN INGRESS-EGRESS EASEMENT FOR POND ACCESS AND MAINTENANCE LOCATED IN PART OF THE N.W. 1/4 OF SECTION 3, T. 3 S., R. 9 E., CITY OF ROMULUS, WAYNE COUNTY, MICHIGAN MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 51 OF "THE FAIRWAYS AT GATEWAY SUB. NO. 1" AS RECORDED IN LIBER 116, PAGE 70 THROUGH 76 INCLUSIVE, WAYNE COUNTY RECORDS, SAID POINT ALSO BEING ALONG THE NORTHERLY RIGHT-OF-WAY OF SANDPIPER DRIVE (60 FEET WIDE) THENCE ALONG SAID RIGHT-OF-WAY 10.00 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 230.00 FEET, CENTRAL ANGLE 02°29'31", AND A CHORD THAT BEARS S. 65°53'18" W. 10.00 FEET; THENCE N. 25°21'28" W. 129.08 FEET; THENCE N. 61°30'00" E. 292.34 FEET; THENCE N. 02°15'33" W. 235.37 FEET; THENCE S. 83°58'28" W. 99.48 FEET; THENCE DUE NORTH 121.65 FEET; THENCE N. 76°06'24" E. 85.68 FEET; THENCE S. 89°27'43" E. 154.61 FEET; THENCE N. 39°24'24" E. 72.75 FEET; THENCE N. 80°32'26" E. 48.89 FEET; THENCE S. 70°00'42" E. 82.21 FEET; THENCE S. 09°25'46" W. 121.34 FEET; THENCE S. 40°04'07" E. 156.79 FEET; THENCE S. 20°45'44" W. 73.69 FEET; THENCE S. 80°38'32" W. 102.29 FEET; THENCE N. 67°45'13" W. 225.94 FEET; THENCE N. 53°41'54" W. 100.37 FEET; THENCE S. 83°58'28" W. 11.78 FEET; THENCE S. 02°15'33" E. 242.25 FEET; THENCE S. 61°30'00" W. 299.09 FEET THE LAST 196.90 FEET OF WHICH IS ALONG THE NORTHERLY LINE OF LOTS 49-51 INCLUSIVE TO THE NORTH-WEST CORNER OF SAID LOT 51; THENCE ALONG THE WESTERLY LINE OF SAID LOT 51 S. 25°21'28" E. 119.83 FEET TO THE POINT OF BEGINNING.

REVISIONS			INGRESS-EGRESS EASEMENT FOR POND ACCESS & MAINTENANCE "THE FAIRWAYS AT GATEWAY SUBDIVISION NO. 1" ROMULUS, MICHIGAN		SCALE HOR. 1" = 100' FIELD BOOK NO.	
ITEM	DATE	BY			DATE	
			ZEIMET WOZNAK Civil Engineers & Land Surveyors 40024 GRAND RIVER AVE, SUITE 100 NOVI, MICHIGAN 48373 P: (248) 441-1101 F: (248) 441-1241 www.zeimetwoznak.com		DESIGNED BY	JOB NO.
					RAH	94103
					DRAWN BY	SHEET NO.
					AJ	1 OF 1

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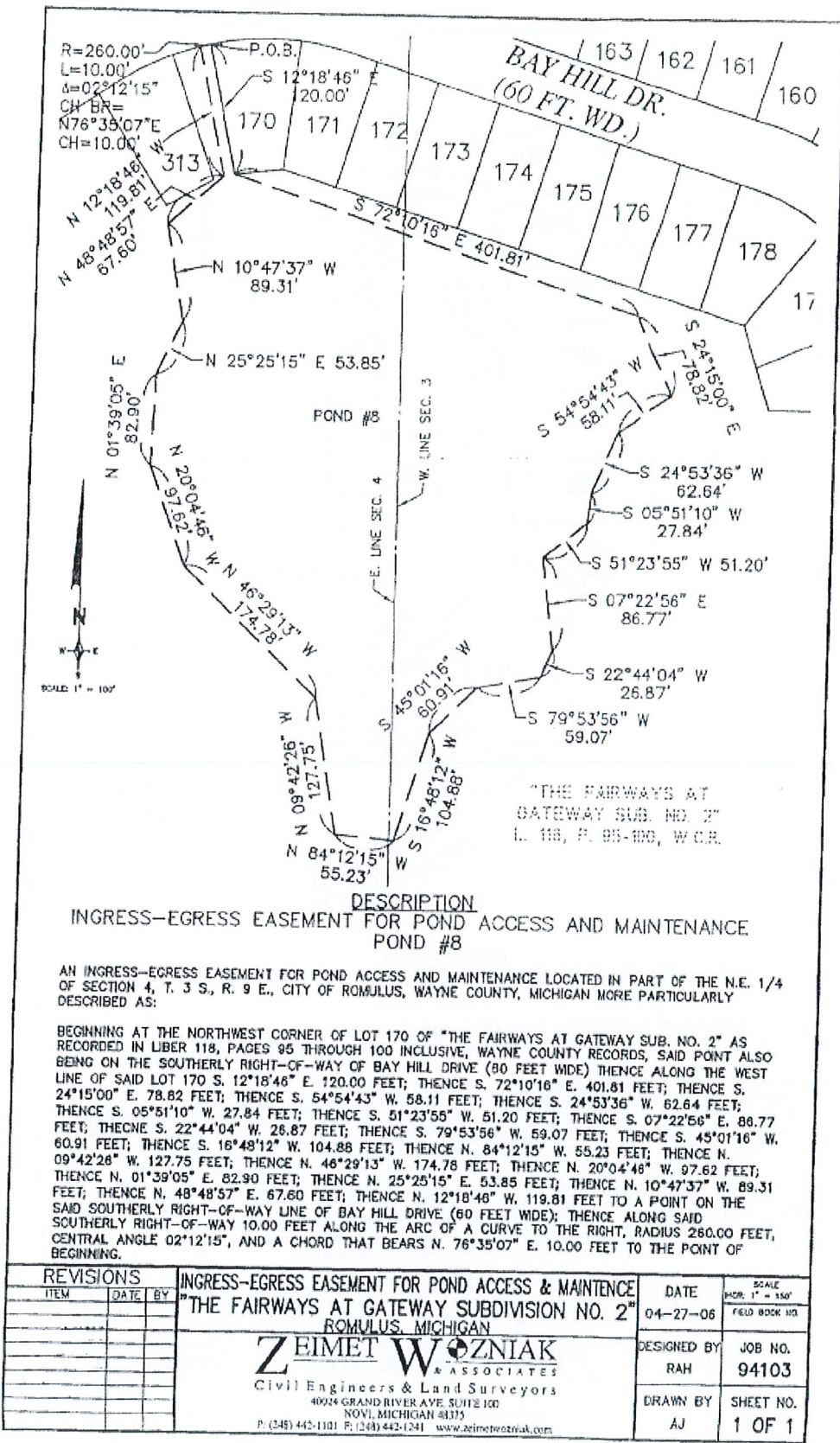
DESCRIPTION
INGRESS-EGRESS EASEMENT FOR POND ACCESS AND MAINTENANCE
POND #7

AN INGRESS-EGRESS EASEMENT FOR POND ACCESS AND MAINTENANCE LOCATED IN PART OF THE N.W. 1/4 OF SECTION 3, T. 3 S., R. 9 E., CITY OF ROMULUS, WAYNE COUNTY, MICHIGAN MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE SOUTHWESTERLY CORNER OF LOT 52 OF "THE FAIRWAYS AT GATEWAY SUB. NO. 1" AS RECORDED IN LIBER 116, PAGES 70 THROUGH 76 INCLUSIVE, WAYNE COUNTY RECORDS, THENCE ALONG THE SOUTHERLY LINES OF LOTS 52-55 N. 63°45'36" E. 240.98 FEET; THENCE ALONG THE SOUTHERLY LINES OF LOTS 56 AND 57 N. 76°22'12" E. 111.64 FEET; THENCE ALONG THE SOUTHERLY LINES OF LOTS 58-68 N. 86°10'00" E. 597.81 FEET; THENCE N. 71°05'41" E. 122.82 FEET; THENCE S. 64°43'55" E. 150.70 FEET; THENCE N. 84°01'33" E. 129.35 FEET; THENCE N. 49°29'40" E. 188.90 FEET; THENCE S. 69°26'02" E. 38.32 FEET; THENCE S. 16°07'39" E. 140.11 FEET; THENCE S. 44°13'15" W. 79.31 FEET; THENCE N. 87°42'45" W. 112.30 FEET; THENCE S. 53°06'56" W. 119.82 FEET; THENCE S. 56°46'07" W. 98.41 FEET; THENCE S. 74°03'28" W. 65.36 FEET; THENCE N. 57°45'30" W. 114.97 FEET; THENCE S. 62°58'36" W. 82.33 FEET; THENCE S. 87°57'23" W. 41.97 FEET; THENCE N. 49°57'37" W. 183.71 FEET; THENCE N. 04°34'15" E. 37.52 FEET; THENCE N. 71°05'41" E. 129.62 FEET; THENCE S. 86°10'00" W. 559.81 FEET; THENCE S. 76°22'12" W. 109.68 FEET; THENCE S. 63°45'36" W. 291.76 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF LOCHMOOR BOULEVARD (100 FEET WIDE); THENCE ALONG SAID RIGHT-OF-WAY 10.88 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 650.00 FEET, CENTRAL ANGLE 00°57'27", AND A CHORD THAT BEARS N. 03°16'25" W. 10.85 FEET; THENCE N. 63°45'36" E. 47.83 FEET TO THE POINT OF BEGINNING.

H:\Projects\04103\wg\944103 Pond easements.dwg, 4/28/2006 2:31:12 PM, ajohnston

REVISIONS			INGRESS-EGRESS EASEMENT FOR POND ACCESS & MAINTENANCE "THE FAIRWAYS AT GATEWAY SUBDIVISION NO. 1" ROMULUS, MICHIGAN	DATE	SCALE HOR. 1" = 150'
ITEM	DATE	BY			
			ZIMET WOZNIAK & ASSOCIATES Civil Engineers & Land Surveyors 40034 GRAND RIVER AVE. SUITE 100 NOVI, MICHIGAN 48215 P: (248) 442-1101 F: (248) 442-1241 www.zimetwozniak.com	04-27-06	FIELD BOOK NO.
				DESIGNED BY RAH	JOB NO. 94103
				DRAWN BY AJ	SHEET NO. 1 OF 1



DESCRIPTION
INGRESS-EGRESS EASEMENT FOR POND ACCESS AND MAINTENANCE
POND #8

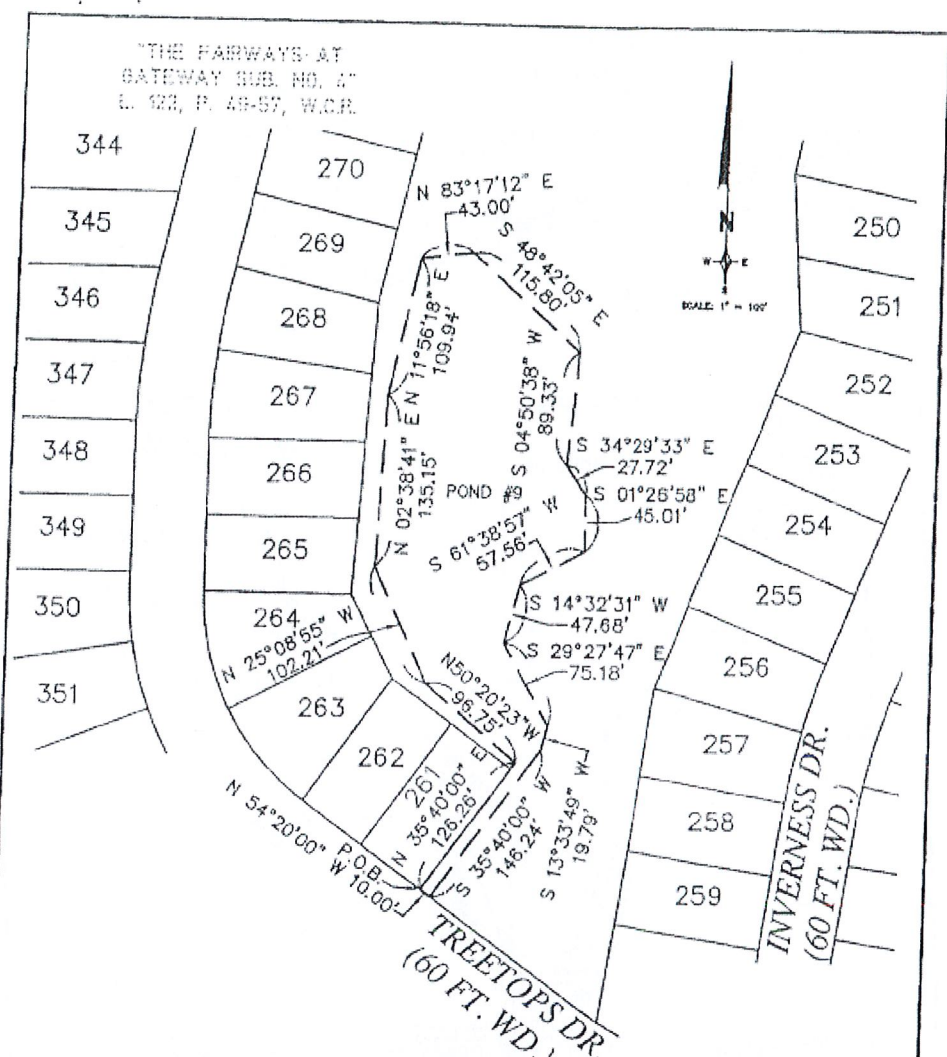
AN INGRESS-EGRESS EASEMENT FOR POND ACCESS AND MAINTENANCE LOCATED IN PART OF THE N.E. 1/4 OF SECTION 4, T. 3 S., R. 9 E., CITY OF ROMULUS, WAYNE COUNTY, MICHIGAN MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 170 OF "THE FAIRWAYS AT GATEWAY SUB. NO. 2" AS RECORDED IN LIBER 118, PAGES 95 THROUGH 100 INCLUSIVE, WAYNE COUNTY RECORDS, SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT-OF-WAY OF BAY HILL DRIVE (60 FEET WIDE) THENCE ALONG THE WEST LINE OF SAID LOT 170 S. 12°18'46" E. 120.00 FEET; THENCE S. 72°10'16" E. 401.81 FEET; THENCE S. 24°15'00" E. 78.82 FEET; THENCE S. 54°54'43" W. 58.11 FEET; THENCE S. 24°53'36" W. 62.64 FEET; THENCE S. 05°51'10" W. 27.84 FEET; THENCE S. 51°23'55" W. 51.20 FEET; THENCE S. 07°22'56" E. 86.77 FEET; THENCE S. 22°44'04" W. 26.87 FEET; THENCE S. 79°53'56" W. 59.07 FEET; THENCE S. 45°01'16" W. 60.91 FEET; THENCE S. 16°48'12" W. 104.88 FEET; THENCE N. 84°12'15" W. 55.23 FEET; THENCE N. 09°42'26" W. 127.75 FEET; THENCE N. 46°29'13" W. 174.78 FEET; THENCE N. 20°04'48" W. 97.62 FEET; THENCE N. 01°39'05" E. 82.90 FEET; THENCE N. 25°25'15" E. 53.85 FEET; THENCE N. 10°47'37" W. 89.31 FEET; THENCE N. 48°48'57" E. 67.60 FEET; THENCE N. 12°18'46" W. 119.81 FEET TO A POINT ON THE SAID SOUTHERLY RIGHT-OF-WAY LINE OF BAY HILL DRIVE (60 FEET WIDE); THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY 10.00 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 260.00 FEET, CENTRAL ANGLE 02°12'15", AND A CHORD THAT BEARS N. 76°35'07" E. 10.00 FEET TO THE POINT OF BEGINNING.

REVISIONS			INGRESS-EGRESS EASEMENT FOR POND ACCESS & MAINTENANCE "THE FAIRWAYS AT GATEWAY SUBDIVISION NO. 2" ROMULUS, MICHIGAN		DATE	SCALE HORIZ. 1" = 150' FIELD BOOK 110
ITEM	DATE	BY				
			ZIMET WOZNIAK * ASSOCIATES Civil Engineers & Land Surveyors 40024 GRAND RIVER AVE. SUITE 100 NOVI, MICHIGAN 48133 P. (248) 442-1101 F. (248) 442-1241 www.zimetwozniak.com		DESIGNED BY	JOB NO.
					RAH	94103
					DRAWN BY	SHEET NO.
					AJ	1 OF 1

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11-4-9-64 P. 25



DESCRIPTION
INGRESS-EGRESS EASEMENT FOR POND ACCESS AND MAINTENANCE
POND #9

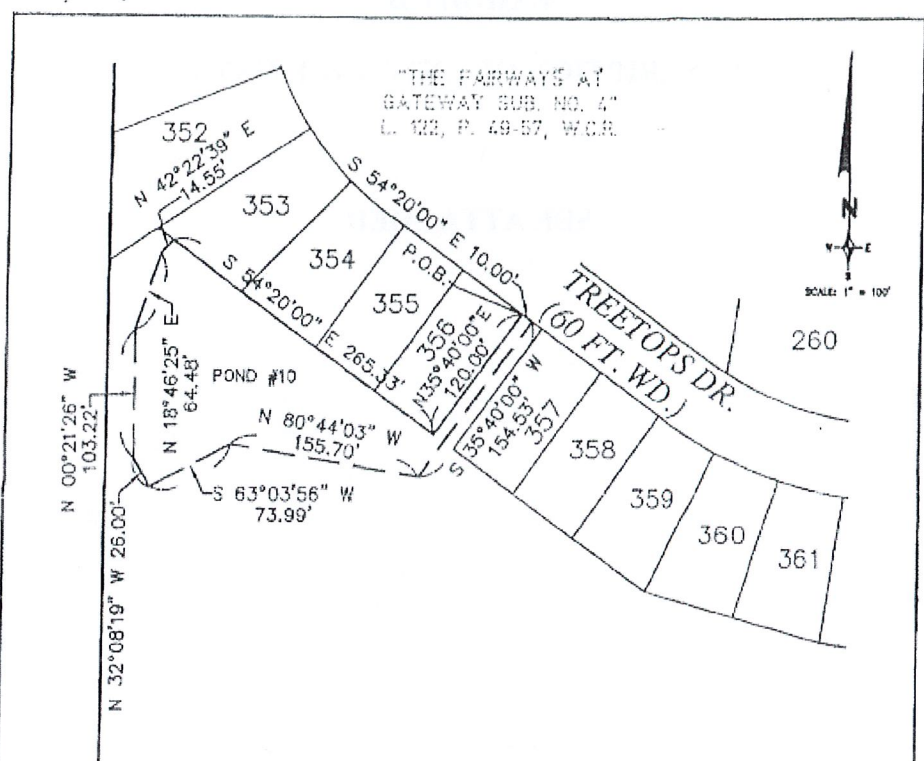
AN INGRESS-EGRESS EASEMENT FOR POND ACCESS AND MAINTENANCE LOCATED IN PART OF THE N.E. 1/4 OF SECTION 4, T. 3 S., R. 9 E., CITY OF ROMULUS, WAYNE COUNTY, MICHIGAN MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 261 OF "THE FAIRWAYS AT GATEWAY SUB. NO. 4" AS RECORDED IN LIBER 122, PAGES 49 THROUGH 57 INCLUSIVE, WAYNE COUNTY RECORDS, SAID POINT ALSO BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF TREETOPS DRIVE (60 FEET WIDE) THENCE ALONG THE EASTERLY LINE OF SAID LOT 261 N. 35°40'00" E. 128.26 FEET; THENCE N. 50°20'23" W. 96.75 FEET; THENCE N. 25°08'55" W. 102.21 FEET; THENCE N. 83°17'12" E. 43.00 FEET; THENCE S. 48°42'05" E. 115.80 FEET; THENCE S. 04°50'38" W. 89.33 FEET; THENCE S. 34°29'33" E. 27.72 FEET; THENCE S. 01°26'58" E. 45.01 FEET; THENCE S. 61°38'57" W. 57.56 FEET; THENCE S. 14°32'31" W. 47.68 FEET; THENCE S. 29°27'47" E. 75.18 FEET; THENCE S. 13°33'49" W. 19.79 FEET; THENCE S. 35°40'00" W. 146.24 FEET TO A POINT ON SAID NORTHERLY RIGHT-OF-WAY OF TREETOPS DRIVE (60 FEET WIDE); THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY N. 54°20'00" W. 10.00 FEET TO THE POINT OF BEGINNING.

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REVISIONS			INGRESS-EGRESS EASEMENT FOR POND ACCESS & MAINTENANCE "THE FAIRWAYS AT GATEWAY SUBDIVISION NO. 4" ROMULUS, MICHIGAN		DATE	SCALE HORIZ. 1" = 100' FIELD BOOK NO.
ITEM	DATE	BY				
			ZEIMET WOZNIAK & ASSOCIATES Civil Engineers & Land Surveyors 40024 GRAND RIVER AVE. SUITE 100 NOVI, MICHIGAN 48375 P: (248) 442-1101 F: (248) 442-1241 www.zeimetwozniak.com		04-27-06	
					DESIGNED BY	JOB NO.
					RAH	94103
					DRAWN BY	SHEET NO.
					AJ	1 OF 1

92-103 49644-17



DESCRIPTION

INGRESS-EGRESS EASEMENT FOR POND ACCESS AND MAINTENANCE
POND #10

AN INGRESS-EGRESS EASEMENT FOR POND ACCESS AND MAINTENANCE LOCATED IN PART OF THE N.E. 1/4 OF SECTION 4, T. 3 S., R. 9 E., CITY OF ROMULUS, WAYNE COUNTY, MICHIGAN MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 356 OF "THE FAIRWAYS AT GATEWAY SUB. NO. 4" AS RECORDED IN LIBER 122, PAGES 49 THROUGH 57 INCLUSIVE, WAYNE COUNTY RECORDS, SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF TREETOPS DRIVE (60 FEET WIDE) THENCE ALONG SAID SOUTHERLY LINE OF TREETOPS DRIVE S. 54°20'00" E. 10.00 FEET; THENCE S. 35°40'00" W. 154.53 FEET; THENCE N. 80°44'03" W. 155.70 FEET; THENCE S. 63°03'56" W. 73.99 FEET; THENCE N. 32°08'19" W. 26.00 FEET; THENCE N. 00°21'26" W. 103.22 FEET; THENCE N. 18°46'25" E. 64.48 FEET; THENCE N. 42°22'39" E. 14.55 FEET TO A POINT ON THE SOUTHERLY LINE OF LOT 353; THENCE ALONG THE SOUTHERLY LINE OF LOTS 353-356 S. 54°20'00" E. 265.33 FEET; THENCE ALONG THE EASTERLY LINE OF SAID LOT 356 N. 35°40'00" E. 120.00 FEET TO THE POINT OF BEGINNING.

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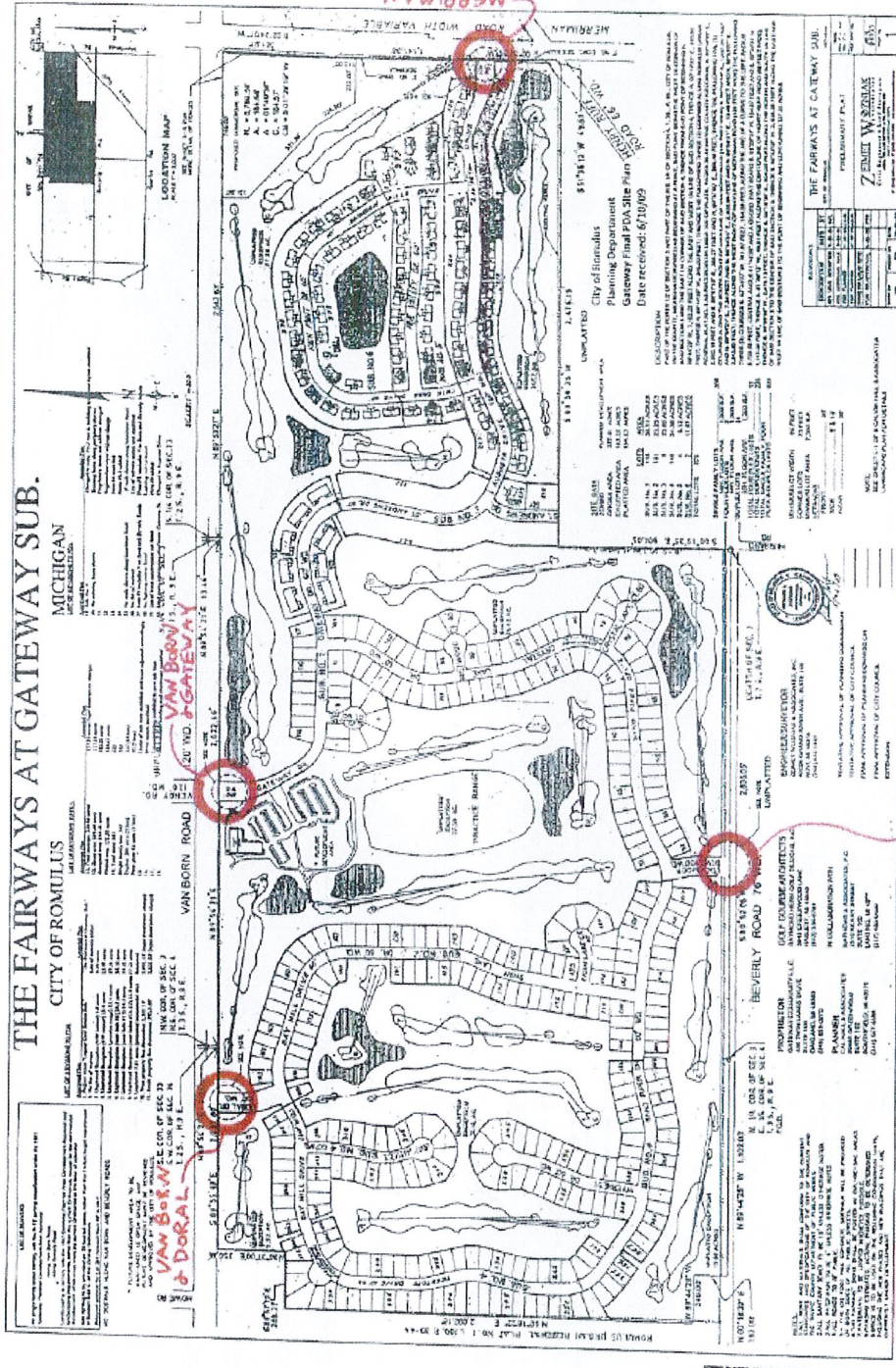
REVISIONS			INGRESS-EGRESS EASEMENT FOR POND ACCESS & MAINTENANCE "THE FAIRWAYS AT GATEWAY SUBDIVISION NO. 4" ROMULUS, MICHIGAN	DATE	SCALE
ITEM	DATE	BY			HOR. 1" = 100'
			ZEIMET WOZNAK * ASSOCIATES Civil Engineers & Land Surveyors 40524 GRAND RIVER AVE, SUITE 100 NOVI, MICHIGAN 48173 P: (248) 442-1101 F: (248) 442-1241 www.zeimetwozniak.com	04-27-06	FOLD BOOK NO.
				DESIGNED BY	JOB NO.
				RAH	94103
				DRAWN BY	SHEET NO.
				AJ	1 OF 1

EXHIBIT D

DESCRIPTION OF ENTRANCEWAYS

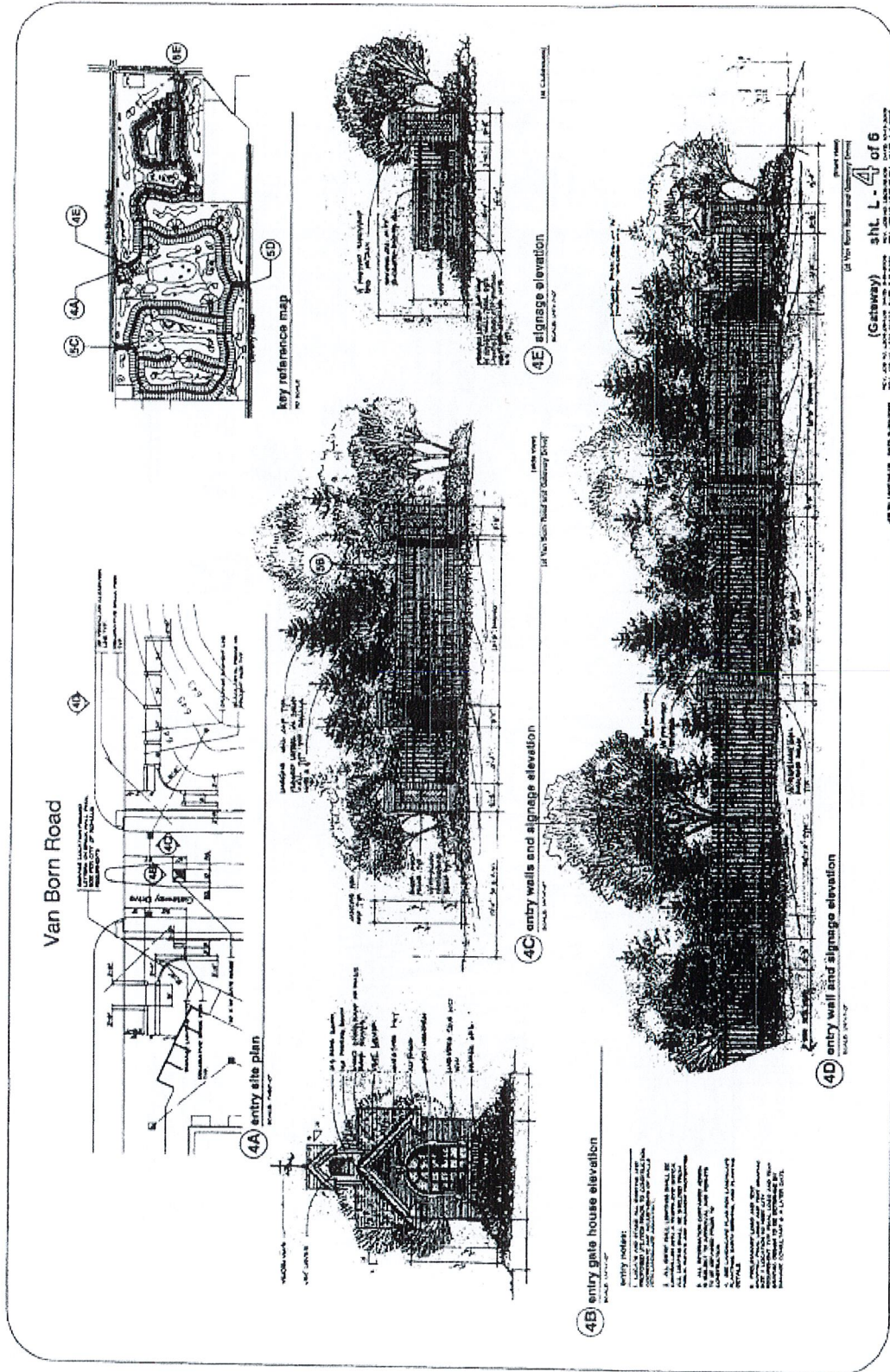
SEE ATTACHED

DRAFT

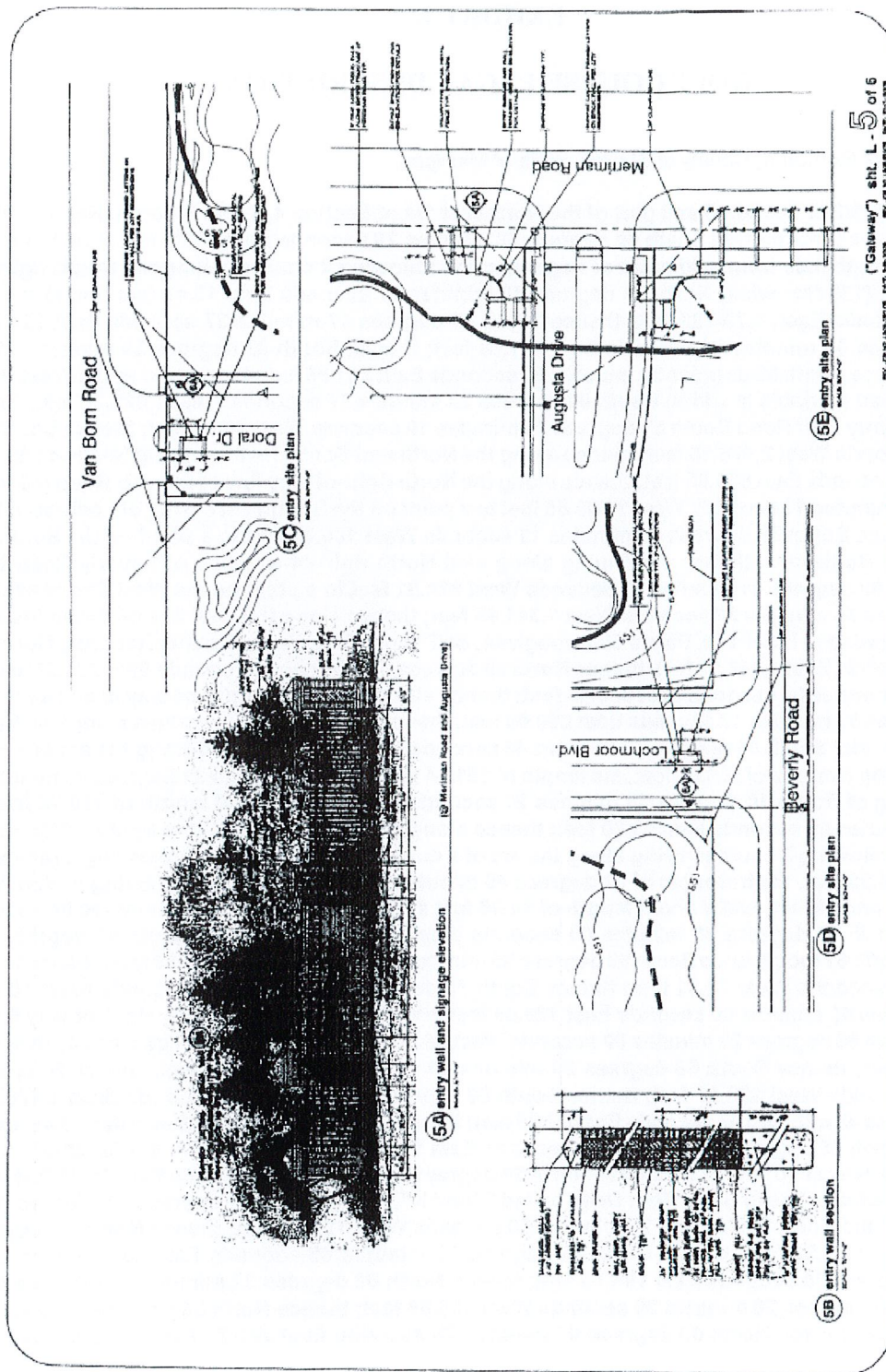


L 47975 - P 1473

EXHIBIT "C"



ENTRANCE



["Gateway"] shd. L-5 of 6

EXHIBIT E

GOLF COURSE LEGAL DESCRIPTION

Land in the City of Romulus, County of Wayne, State of Michigan:

Part of the North 1/2 of Section 3 and part of the Northeast 1/4 of Section 4, Town 3 South, Range 9 East, described as: Beginning at a point distant South 00 degrees 30 minutes 29 seconds East 60.00 feet from the North 1/4 corner of said Section 3; thence from said point of beginning the following 2 courses along the South right-of-way line of Van Born Road (120 feet wide) North 89 degrees 43 minutes 27 seconds East 13.46 feet and North 89 degrees 42 minutes 33 seconds East, 1,794.63 feet; thence South 00 degrees 17 minutes 27 seconds East 131.00 feet; thence South 47 degrees 33 minutes 00 seconds East 521.58 feet; thence South 32 degrees 39 minutes 44 seconds East 225.50 feet; thence South 89 degrees 36 minutes 23 seconds East 221.99 feet; thence along the West right-of-way line of Merriman Road (variable in width) South 00 degrees 23 minutes 37 seconds West 1,029.38 feet; thence along the centerline of Henry Ruff Road South 51 degrees 24 minutes 19 seconds West 49.51 feet; thence South 89 degrees 47 minutes 41 seconds West 2,476.15 feet; thence along the North and South 1/4 line of said Section 3 South 00 degrees 30 minutes 29 seconds East 861.06 feet; thence along the North right-of-way line of Beverly Road (76 feet wide) South 89 degrees 41 minutes 11 seconds West 1,609.85 feet to a point on the Southeast corner of Lochmoor Boulevard (100 feet wide); thence South 89 degrees 41 minutes 11 seconds West 100.00 feet to a point on the Southwest corner of said Lochmoor Boulevard; thence continuing along said North right-of-way line of Beverly Road the following 2 courses South 89 degrees 41 minutes 11 seconds West 924.91 feet to a point on the West line of said Section 3 and North 89 degrees 55 minutes 22 seconds West 1,341.85 feet; thence along the East line of "Romulus Urban Renewal Plat No. 1", recorded in Liber 100, Pages 39 through 44, both inclusive, Wayne County Records, North 00 degrees 07 minutes 28 seconds East 2,242.18 feet; thence North 89 degrees 51 minutes 56 seconds East 288.27 feet; thence North 00 degrees 26 minutes 06 seconds East 350.46 feet; thence along said South right-of-way line of said Van Born Road North 89 degrees 53 minutes 17 seconds East 690.00 feet; thence the following 3 courses along the West line of Doral Drive (100 feet wide) South 00 degrees 06 minutes 43 seconds East 114.25 feet and along the arc of a curve to the left, said curve having a radius of 400.00 feet, arc length of 151.64 feet, central angle of 21 degrees 43 minutes 17 seconds, a chord bearing of South 10 degrees 58 minutes 21 seconds East, and a chord length of 150.74 feet and South 21 degrees 50 minutes 00 seconds East 63.20 feet; thence along the Northerly right-of-way line of Swan Lake Drive (60 feet wide) the following 2 courses being along the arc of a curve to the left, said curve having a radius of 320.00 feet, arc length of 14.95 feet, central angle of 02 degrees 40 minutes 39 seconds, a chord bearing of South 57 degrees 50 minutes 19 seconds West, and a chord length of 14.95 feet and South 56 degrees 30 minutes 00 seconds West 5.05 feet; thence North 33 degrees 30 minutes 00 seconds West 120.00 feet; thence South 60 degrees 31 minutes 00 seconds West 103.67 feet; thence South 89 degrees 30 minutes 00 seconds West 359.58 feet; thence South 78 degrees 33 minutes 03 seconds West 76.21 feet; thence South 70 degrees 44 minutes 21 seconds West 70.93 feet; thence South 21 degrees 40 minutes 00 seconds East 120.00 feet; thence along the Northerly right-of-way line of said Swan Lake Drive South 68 degrees 20 minutes 00 seconds West 25.00 feet; thence North 21 degrees 40 minutes 00 seconds West 120.45 feet; thence South 68 degrees 20 minutes 00 seconds West 50.71 feet; thence South 89 degrees 51 minutes 56 seconds West 288.27 feet; thence South 00 degrees 07 minutes 28 seconds West 1,676.48 feet; thence North 56 degrees 48 minutes 07 seconds East 47.36 feet; thence South 54 degrees 20 minutes 00 seconds East 281.40 feet; thence North 35 degrees 40 minutes 00 seconds East 120.00 feet to a point on the Southerly right-of-way line of Sand Piper Drive called "Point J"; thence North 24 degrees 14 minutes 05 seconds East 61.21 feet to a point on the Northerly right-of-way line of Sand Piper Drive called "Point K"; thence North 35 degrees 40 minutes 00 seconds East 120.00 feet; thence North 54 degrees 20 minutes 00 seconds West 120.00 feet; thence North 27 degrees 55 minutes 44 seconds West 75.32 feet; thence North 03 degrees 32 minutes 05 seconds East 230.10 feet; thence North 12 degrees 40 minutes 00 seconds East 194.75 feet; thence North 02 degrees 22 minutes 22 seconds East 74.48 feet; thence North 13 degrees 20 minutes 00 seconds West 195.84 feet; thence North 06 degrees 44 minutes 04 seconds West 111.54 feet; thence North 00 degrees 07 minutes 28 seconds East 285.77 feet; thence North 49 degrees 37

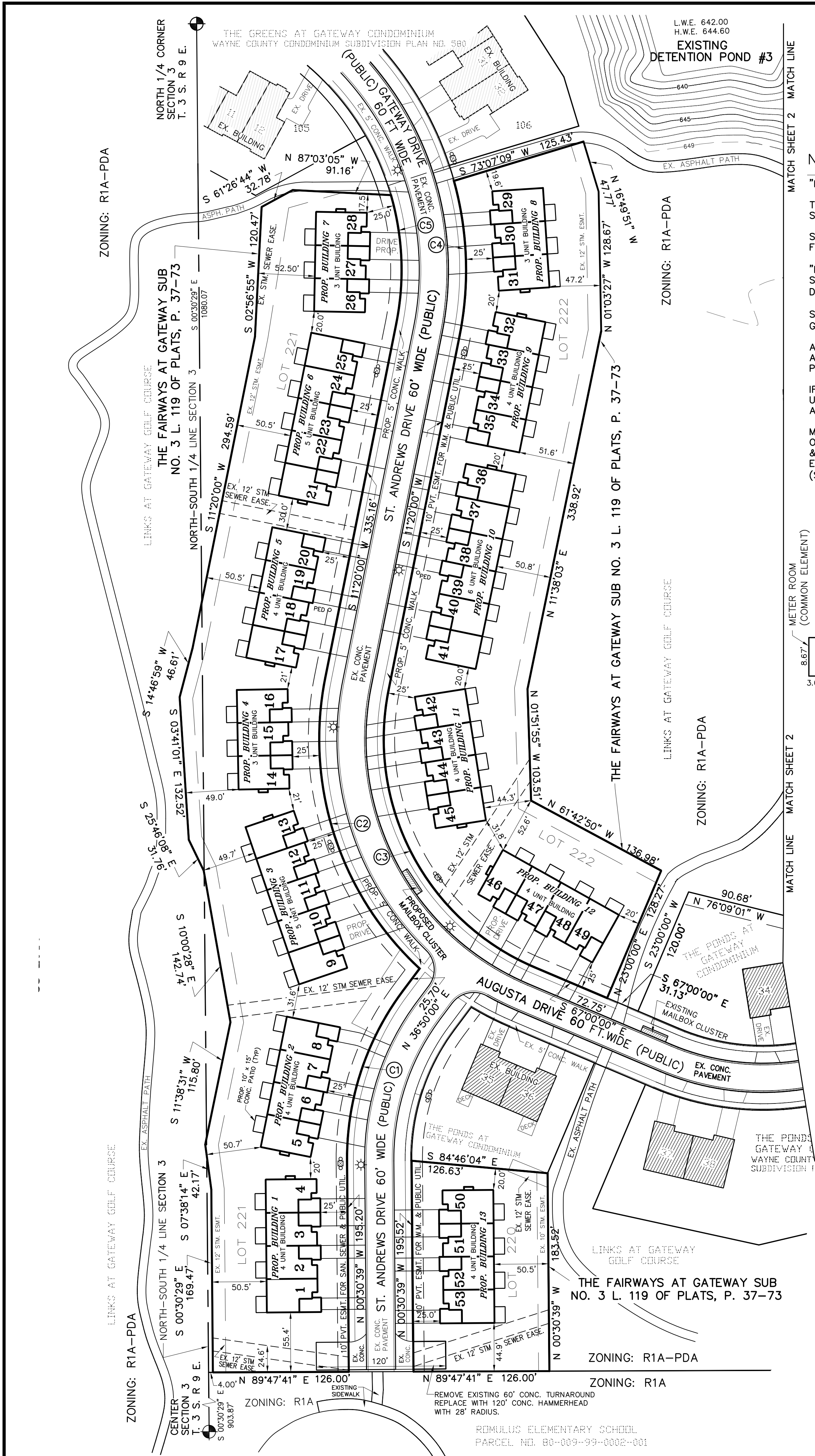
minutes 46 seconds East 80.74 feet; thence North 68 degrees 20 minutes 00 seconds East 120.00 feet; thence North 21 degrees 40 minutes 00 seconds West 120.00 feet; thence along the Southerly right-of-way line of said Swan Lake Drive the following 2 courses North 68 degrees 20 minutes 00 seconds East 16.25 feet and along the arc of a curve to the right, said curve having a radius of 270.00 feet, arc length of 6.76 feet, central angle of 01 degree 26 minutes 03 seconds, a chord bearing of North 69 degrees 03 minutes 01 second East, and a chord length of 6.76 feet; thence South 20 degrees 13 minutes 57 seconds East 120.00 feet; thence North 78 degrees 30 minutes 05 seconds East 46.17 feet; thence North 89 degrees 30 minutes 00 seconds East 132.83 feet; thence South 09 degrees 37 minutes 07 seconds West 245.49 feet; thence South 02 degrees 46 minutes 00 seconds East 215.97 feet; thence South 18 degrees 51 minutes 44 seconds East 127.22 feet; thence South 57 degrees 44 minutes 49 seconds East 127.08 feet; thence North 83 degrees 22 minutes 06 seconds East 127.08 feet; thence North 44 degrees 29 minutes 01 second East 127.08 feet; thence North 05 degrees 35 minutes 56 seconds East 127.08 feet; thence North 31 degrees 31 minutes 25 seconds West 158.37 feet; thence North 09 degrees 43 minutes 27 seconds East 229.42 feet; thence North 01 degree 00 minutes 59 seconds West 69.00 feet; thence North 18 degrees 01 minute 53 seconds West 127.93 feet; thence the following 2 courses along the Southerly right-of-way line of said Swan Lake Drive being along the arc of a curve to the left, said curve having a radius of 330.00 feet, arc length of 89.09 feet, central angle of 15 degrees 28 minutes 07 seconds, a chord bearing of North 64 degrees 14 minutes 04 seconds East, and a chord length of 88.82 feet and North 56 degrees 30 minutes 00 seconds East 34.64 feet; thence South 33 degrees 30 minutes 00 seconds East 120.00 feet; thence North 60 degrees 37 minutes 37 seconds East 49.82 feet; thence North 20 degrees 30 minutes 17 seconds West 120.00 feet; thence along said Southerly right-of-way line of said Swan Lake Drive being along the arc of a curve to the right, said curve having a radius of 260.00 feet, arc length of 37.17 feet, central angle of 08 degrees 11 minutes 32 seconds, a chord bearing of North 73 degrees 35 minutes 28 seconds East, and a chord length of 37.14 feet; thence South 12 degrees 18 minutes 46 seconds East 120.00 feet; thence North 83 degrees 53 minutes 56 seconds East 45.88 feet; thence South 72 degrees 50 minutes 00 seconds East 456.70 feet; thence South 18 degrees 12 minutes 36 seconds East 81.16 feet; thence South 89 degrees 50 minutes 00 seconds East 120.00 feet; thence along the West line of said Swan Lake Drive South 00 degrees 10 minutes 00 seconds West 216.71 feet; thence North 89 degrees 50 minutes 00 seconds West 120.00 feet; thence South 00 degrees 10 minutes 00 seconds West 298.44 feet; thence South 17 degrees 53 minutes 50 seconds West 295.75 feet; thence South 08 degrees 30 minutes 00 seconds West 560.49 feet; thence North 88 degrees 10 minutes 00 seconds West 143.17 feet; thence South 01 degree 50 minutes 00 seconds West 120.00 feet; thence along the Northerly right-of-way line of said Sand Piper Drive the following 2 courses North 88 degrees 10 minutes 00 seconds West 20.07 feet and along the arc of a curve to the left, said curve having a radius of 530.00 feet, arc length of 24.34 feet, central angle of 02 degrees 37 minutes 54 seconds, a chord bearing of North 89 degrees 28 minutes 57 seconds West, and a chord length of 24.34 feet; thence North 00 degrees 47 minutes 54 seconds West 120.00 feet; thence North 89 degrees 43 minutes 46 seconds West 70.64 feet; thence South 76 degrees 07 minutes 39 seconds North 303.27 feet; thence North 81 degrees 30 minutes 00 seconds West 227.41 feet; thence North 08 degrees 30 minutes 00 seconds East 117.36 feet; thence North 22 degrees 09 minutes 39 seconds East 468.09 feet; thence North 08 degrees 31 minutes 38 seconds West 131.31 feet; thence North 48 degrees 36 minutes 20 seconds West 131.31 feet; thence North 88 degrees 41 minutes 02 seconds West 131.31 feet; thence South 51 degrees 14 minutes 16 seconds West 131.31 feet; thence South 11 degrees 09 minutes 33 seconds West 65.65 feet; thence South 03 degrees 56 minutes 04 seconds East 123.78 feet; thence South 21 degrees 02 minutes 43 seconds West 304.13 feet; thence South 08 degrees 30 minutes 00 seconds West 270.34 feet; thence the following 2 courses along the Northerly right-of-way line of said Sand Piper Drive being along the arc of a curve to the right, said curve having a radius of 270.00 feet, arc length of 16.91 feet, central angle of 03 degrees 35 minutes 19 seconds, a chord bearing of North 56 degrees 07 minutes 39 seconds West, and a chord length of 16.91 feet and North 54 degrees 20 minutes 00 seconds West 160.79 feet to said "Point K"; thence South 24 degrees 14 minutes 05 seconds West 61.21 feet to said "Point J"; thence along the Southerly right-of-way line of said Sand Piper Drive South 54 degrees 20 minutes 00 seconds East 20.00 feet; thence South 35 degrees 40 minutes 00 seconds West 120.00 feet; thence South 54 degrees 20 minutes 00 seconds East 194.05 feet; thence South 73 degrees 58 minutes 51 seconds East 151.21 feet; thence South 81 degrees 30 minutes 00 seconds East 306.11 feet; thence North 87 degrees 19 minutes 28 seconds East 144.77 feet; thence North 75 degrees 50 minutes 00 seconds East 241.91 feet; thence North 88 degrees 17 minutes 29 seconds East 53.35 feet; thence North 00 degrees 34 minutes 01 second East 120.00 feet; thence the following 2 courses along the Southerly right-of-way line of said Sand Piper Drive being along the arc of

a curve to the right, said curve having a radius of 470.00 feet, arc length of 10.39 feet, central angle of 01 degree 15 minutes 59 seconds, a chord bearing of South 88 degrees 48 minutes 00 seconds East, and a chord length of 10.37 feet and South 88 degrees 10 minutes 00 seconds East 34.61 feet; thence South 01 degree 50 minutes 00 seconds West 120.00 feet; thence South 87 degrees 21 minutes 07 seconds East 356.83 feet; thence South 83 degrees 20 minutes 00 seconds East 175.25 feet; thence South 68 degrees 29 minutes 33 seconds East 239.78 feet; thence South 78 degrees 37 minutes 24 seconds East 77.93 feet; thence North 07 degrees 08 minutes 47 seconds East 120.00 feet to a point on the South right-of-way line of Sand Piper Drive called "Point L"; thence North 09 degrees 05 minutes 47 seconds East 60.04 feet to a point on the North right-of-way line of Sand Piper Drive called "Point M"; thence North 06 degrees 38 minutes 14 seconds East 120.00 feet; thence North 68 degrees 03 minutes 09 seconds West 257.37 feet; thence North 18 degrees 16 minutes 27 seconds West 18.79 feet; thence North 71 degrees 43 minutes 33 seconds East 68.83 feet; thence North 29 degrees 52 minutes 16 seconds East 137.67 feet; thence North 11 degrees 59 minutes 00 seconds West 137.67 feet; thence North 53 degrees 50 minutes 17 seconds West 137.67 feet; thence South 84 degrees 18 minutes 27 seconds West 129.23 feet; thence North 08 degrees 30 minutes 00 seconds East 85.25 feet; thence North 17 degrees 17 minutes 48 seconds East 369.23 feet; thence North 00 degrees 10 minutes 00 seconds East 632.88 feet; thence North 11 degrees 05 minutes 34 seconds West 79.69 feet; thence North 22 degrees 17 minutes 45 seconds West 79.57 feet; thence North 34 degrees 18 minutes 53 seconds West 79.57 feet; thence North 46 degrees 20 minutes 01 second West 79.57 feet; thence North 55 degrees 22 minutes 12 seconds West 80.11 feet; thence North 72 degrees 50 minutes 00 seconds West 505.52 feet; thence North 86 degrees 41 minutes 52 seconds West 76.55 feet; thence South 86 degrees 35 minutes 40 seconds West 76.23 feet; thence South 09 degrees 22 minutes 32 seconds East 120.00 feet; thence along the North right-of-way line of Swan Lake Drive being along the arc of a curve to the left, said curve having a radius of 320.00 feet, arc length of 19.37 feet, central angle of 03 degrees 28 minutes 07 seconds, a chord bearing of South 78 degrees 53 minutes 25 seconds West, and a chord length of 19.37 feet; thence along the East right-of-way line of Doral Drive (100 feet wide) the following 3 courses North 21 degrees 50 minutes 00 seconds West 63.20 feet and along the arc of a curve to the right, said curve having a radius of 300.00 feet, arc length of 113.73 feet, central angle of 21 degrees 43 minutes 17 seconds, a chord bearing of North 10 degrees 58 minutes 21 seconds West, and a chord length of 113.05 feet and North 00 degrees 06 minutes 43 seconds West 114.25 feet; thence along said South right-of-way line of Van Born Road the following 2 courses North 89 degrees 53 minutes 17 seconds East 237.80 feet to a point on the East line of said Section 4 and North 89 degrees 43 minutes 27 seconds East 1,278.04 feet; thence the following 4 courses along the Westerly right-of-way line of Gateway Drive South 00 degrees 16 minutes 33 seconds East 105.80 feet and along the arc of a curve to the left, said curve having a radius of 198.00 feet, arc length of 102.72 feet, central angle of 29 degrees 43 minutes 27 seconds, a chord bearing of South 15 degrees 08 minutes 16 seconds East, and a chord length of 101.57 feet and South 30 degrees 00 minutes 00 seconds East 209.34 feet and along the arc of a curve to the left, said curve having a radius of 310.00 feet, arc length of 210.93 feet, central angle of 38 degrees 59 minutes 07 seconds, a chord bearing of South 49 degrees 29 minutes 33 seconds East, and a chord length of 206.88 feet; thence South 09 degrees 51 minutes 18 seconds West 189.81 feet; thence South 30 degrees 40 minutes 48 seconds East 130.52 feet; thence South 69 degrees 33 minutes 36 seconds East 127.06 feet; thence North 71 degrees 33 minutes 36 seconds East 142.73 feet; thence South 32 degrees 40 minutes 00 seconds West 138.78 feet; thence South 01 degree 52 minutes 04 seconds West 155.92 feet; thence South 10 degrees 30 minutes 00 seconds East 447.18 feet; thence South 25 degrees 45 minutes 28 seconds East 306.07 feet; thence South 05 degrees 32 minutes 37 seconds West 87.82 feet; thence South 54 degrees 52 minutes 37 seconds West 128.50 feet; thence South 86 degrees 10 minutes 00 seconds West 549.61 feet; thence South 73 degrees 00 minutes 44 seconds West 201.82 feet; thence South 61 degrees 30 minutes 00 seconds West 186.90 feet; thence South 25 degrees 21 minutes 28 seconds East 119.83 feet; thence along the Northerly right-of-way line of Sand Piper Drive being along the arc of a curve to the right, said curve having a radius of 230.00 feet, arc length of 128.44 feet, central angle of 31 degrees 59 minutes 42 seconds, a chord bearing of South 80 degrees 38 minutes 23 seconds West, and a chord length of 126.77 feet to said "Point M"; thence South 09 degrees 05 minutes 47 seconds West 60.04 feet to said "Point L"; thence along the South right-of-way line of Sand Piper Drive being along the arc of a curve to the left, said curve having a radius of 290.00 feet, arc length of 56.53 feet, central angle of 07 degrees 13 minutes 05 seconds, a chord bearing of South 86 degrees 27 minutes 46 seconds East, and a chord length of 36.51 feet; thence the following 3 courses along the West right-of-way line of said Lochmoor Drive South 10 degrees 00 minutes 00 seconds East 58.53 feet and along the arc of a curve to the right, said curve having a radius of 550.00 feet, arc length

of 92.98 feet, central angle of 09 degrees 41 minutes 11 seconds, a chord bearing of South 05 degrees 09 minutes 24 seconds East, and a chord length of 92.87 feet and South 00 degrees 18 minutes 49 seconds East 105.37 feet to the Southwest corner of Lochmoor Boulevard; thence along said North right-of-way line of Beverly Road North 89 degrees 41 minutes 11 seconds East 100.00 feet to the Southeast corner of Lochmoor Boulevard; thence the following 3 courses along the East right-of-way line of said Lochmoor Boulevard North 00 degrees 18 minutes 49 seconds West 105.37 feet and along the arc of a curve to the left, said curve having a radius of 650.00 feet, arc length of 109.89 feet, central angle of 09 degrees 41 minutes 11 seconds, a chord bearing of North 05 degrees 09 minutes 24 seconds West and a chord length of 109.76 feet and North 10 degrees 00 minutes 00 seconds West 58.53 feet; thence along the South right-of-way line of Crystal Lake Drive (60 feet wide) being along the arc of a curve to the left, said curve having a radius of 290.00 feet, arc length of 14.98 feet, central angle of 02 degrees 57 minutes 35 seconds, a chord bearing of North 68 degrees 35 minutes 31 seconds East, and a chord length of 14.98 feet; thence South 22 degrees 53 minutes 17 seconds East 121.97 feet; thence North 63 degrees 45 minutes 36 seconds East 240.98 feet; thence North 76 degrees 22 minutes 12 seconds East 111.64 feet; thence North 86 degrees 10 minutes 00 seconds East 552.13 feet; thence North 63 degrees 15 minutes 13 seconds East 179.59 feet; thence South 61 degrees 20 minutes 00 seconds East 163.51 feet; thence North 86 degrees 59 minutes 12 seconds East 112.56 feet; thence North 48 degrees 06 minutes 24 seconds East 127.06 feet; thence North 09 degrees 13 minutes 36 seconds East 127.06 feet; thence North 29 degrees 39 minutes 12 seconds West 112.56 feet; thence North 61 degrees 20 minutes 00 seconds West 163.51 feet; thence North 06 degrees 22 minutes 11 seconds West 179.25 feet; thence North 27 degrees 13 minutes 02 seconds West 190.43 feet; thence North 19 degrees 17 minutes 34 seconds West 155.62 feet; thence North 79 degrees 30 minutes 00 seconds East 51.77 feet; thence North 47 degrees 49 minutes 12 seconds East 127.06 feet; thence North 08 degrees 56 minutes 24 seconds East 63.53 feet; thence North 17 degrees 12 minutes 35 seconds West 180.96 feet; thence North 70 degrees 01 minute 00 seconds West 141.06 feet; thence North 32 degrees 40 minutes 00 seconds East 181.88 feet; thence North 19 degrees 34 minutes 16 seconds East 158.73 feet; thence North 01 degree 00 minutes 00 seconds East 119.82 feet; thence North 15 degrees 38 minutes 11 seconds West 43.93 feet; thence along said South right-of-way line of Gateway Drive, being along the arc of a curve to the left, said curve having a radius of 480.00 feet, arc length of 15 feet, central angle of 01 degree 47 minutes 27 seconds, a chord bearing of North 73 degrees 28 minutes 05 seconds East, and a chord length of 15.00 feet; thence South 15 degrees 38 minutes 11 seconds East 125.79 feet; thence North 72 degrees 17 minutes 29 seconds East 158.02 feet; thence North 82 degrees 58 minutes 26 seconds East 146.12 feet; thence South 61 degrees 15 minutes 51 seconds East 115.79 feet; thence North 61 degrees 26 minutes 44 seconds East 116.11 feet; thence along the Westerly right-of-way line of said Gateway Drive being along the arc of a curve to the right, said curve having a radius of 250.00 feet, arc length of 60.12 feet, central angle of 13 degrees 46 minutes 44 seconds, a chord bearing of South 23 degrees 02 minutes 52 seconds East, and a chord length of 59.98 feet; thence North 87 degrees 03 minutes 05 seconds West 91.16 feet; thence South 61 degrees 26 minutes 44 seconds West 32.78 feet; thence South 02 degrees 56 minutes 55 seconds West 120.47 feet; thence South 11 degrees 20 minutes 00 seconds West 294.74 feet; thence South 14 degrees 46 minutes 59 seconds West 46.76 feet; thence South 03 degrees 41 minutes 01 second East 132.52 feet; thence South 25 degrees 46 minutes 08 seconds East 31.76 feet; thence South 10 degrees 00 minutes 28 seconds East 142.74 feet; thence South 11 degrees 38 minutes 31 seconds West 115.80 feet; thence South 07 degrees 38 minutes 14 seconds East 42.17 feet; thence along the North and South 1/4 line of said Section 3 South 00 degrees 30 minutes 29 seconds East 169.47 feet; thence North 89 degrees 47 minutes 41 seconds East 312.00 feet; thence North 00 degrees 30 minutes 29 seconds West 183.52 feet; thence North 23 degrees 00 minutes 00 seconds East 111.15 feet; thence along the Southerly right-of-way line of said Gateway Drive South 67 degrees 00 minutes 00 seconds East 51.39 feet; thence South 23 degrees 00 minutes 00 seconds West 125.00 feet; thence South 77 degrees 39 minutes 09 seconds East 157.65 feet; thence North 76 degrees 50 minutes 06 seconds East 159.39 feet; thence North 65 degrees 00 minutes 00 seconds East 242.53 feet; thence North 72 degrees 23 minutes 26 seconds East 167.43 feet; thence North 88 degrees 24 minutes 01 second East 167.66 feet; thence North 84 degrees 30 minutes 00 seconds East 247.38 feet; thence North 86 degrees 14 minutes 25 seconds East 323.96 feet; thence North 81 degrees 00 minutes 00 seconds East 253.33 feet; thence South 86 degrees 17 minutes 28 seconds East 89.14 feet; thence South 68 degrees 30 minutes 00 seconds East 130.05 feet; thence South 80 degrees 48 minutes 22 seconds East 194.04 feet; thence North 07 degrees 16 minutes 23 seconds East 125.10 feet; thence along the South right-of-way line of said Gateway Drive the following 2 courses being along the arc of a curve to the left, said curve having a radius of 740.22 feet, arc length of 20.28 feet,

central angle of 01 degree 34 minutes 11 seconds, a chord bearing of South 88 degrees 49 minutes 17 seconds East, and a chord length of 20.28 feet and South 89 degrees 36 minutes 23 seconds East 47.44 feet; thence along the West right-of-way line of said Merriman Road North 00 degrees 23 minutes 37 seconds East 100.00 feet; thence along the North right-of-way line of said Gateway Drive North 89 degrees 36 minutes 23 seconds West 114.22 feet; thence North 00 degrees 23 minutes 37 seconds East 116.31 feet; thence North 80 degrees 52 minutes 32 seconds West 134.85 feet; thence North 32 degrees 29 minutes 32 seconds West 546.77 feet; thence South 81 degrees 00 minutes 00 seconds West 129.52 feet; thence North 35 degrees 50 minutes 00 seconds West 333.73 feet; thence North 48 degrees 47 minutes 59 seconds West 160.77 feet; thence North 77 degrees 21 minutes 00 seconds West 161.64 feet; thence South 81 degrees 50 minutes 00 seconds West 507.25 feet; thence South 66 degrees 40 minutes 06 seconds West 160.94 feet; thence South 39 degrees 51 minutes 32 seconds West 162.41 feet; thence South 14 degrees 10 minutes 30 seconds West 161.49 feet; thence South 05 degrees 40 minutes 00 seconds East 591.61 feet; thence South 65 degrees 00 minutes 00 seconds West 118.47 feet; thence North 76 degrees 09 minutes 01 second West 90.68 feet; thence South 23 degrees 00 minutes 00 seconds West 120.00 feet; thence along the Northerly right-of-way line of said Gateway Drive North 67 degrees 00 minutes 00 seconds West 31.13 feet; thence North 23 degrees 00 minutes 00 seconds East 128.27 feet; thence North 61 degrees 42 minutes 50 seconds West 136.98 feet; thence North 01 degree 51 minutes 55 seconds West 103.51 feet; thence North 11 degrees 38 minutes 03 seconds East 338.92 feet; thence North 01 degree 03 minutes 27 seconds West 129.36 feet; thence North 16 degrees 49 minutes 51 seconds West 48.46 feet; thence South 73 degrees 07 minutes 09 seconds West 125.42 feet; thence along the Easterly right-of-way line of said Gateway Drive along the arc of a curve to the left, said curve having a radius of 310.00 feet, arc length of 15.00 feet, central angle of 02 degrees 46 minutes 21 seconds, a chord bearing of North 16 degrees 52 minutes 51 seconds West, and a chord length of 15.00 feet; thence North 73 degrees 07 minutes 08 seconds East 125.43 feet; thence North 16 degrees 49 minutes 51 seconds West 47.70 feet; thence North 32 degrees 36 minutes 16 seconds West 160.78 feet; thence North 57 degrees 31 minutes 46 seconds West 191.72 feet; thence North 82 degrees 25 minutes 12 seconds West 167.92 feet; thence South 82 degrees 05 minutes 52 seconds West 188.66 feet; thence South 72 degrees 12 minutes 05 seconds West 163.21 feet; thence South 18 degrees 40 minutes 00 seconds East 127.12 feet; thence along the North right-of-way line of said Gateway Drive the following 2 courses South 71 degrees 19 minutes 59 seconds West 10.38 feet and along the arc of a curve to the right, said curve having a radius of 420.00 feet, arc length of 6.47 feet, central angle of 000 degrees 52 minutes 58 seconds, a chord bearing of South 71 degrees 46 minutes 29 seconds West, and a chord length of 6.47 feet; thence North 17 degrees 47 minutes 02 seconds West 120.00 feet; thence South 73 degrees 19 minutes 05 seconds West 52.61 feet; thence North 89 degrees 00 minutes 00 seconds West 521.19 feet; thence South 18 degrees 46 minutes 20 seconds West 113.49 feet; thence the following 4 courses along the Easterly right-of-way line of said Gateway Drive being along the arc of a curve to the right, said curve having a radius of 250.00 feet, arc length of 179.89 feet, central angle of 41 degrees 13 minutes 40 seconds, a chord bearing of North 50 degrees 36 minutes 50 seconds West, and a chord length of 176.03 feet and North 30 degrees 00 minutes 00 seconds West 58.81 feet and along the arc of a curve to the right, said curve having a radius of 402.00 feet, arc length of 208.55 feet, central angle of 29 degrees 43 minutes 27 seconds, a chord bearing of North 15 degrees 08 minutes 16 seconds West, and a chord length of 206.22 feet and North 00 degrees 16 minutes 33 seconds West 105.80 feet; thence along said South right-of-way line of Van Born Road North 89 degrees 43 minutes 27 seconds East 1,251.96 feet to the point of beginning.





NOTE:

"NOT TO BE USED AS CONSTRUCTION DRAWING"

THERE ARE NO REGULATED WETLANDS LOCATED ON SUBJECT PROPERTY.

SUBJECT PROPERTY DOES NOT LIE WITHIN A 100 YEAR FLOOD HAZARD AREA.

"INTERNAL SIGNS SHALL MEET CITY STANDARDS AND SHALL BE PAID FOR AND INSTALLED AT THE DEVELOPERS' EXPENSE"

STREET LIGHTS ARE EXISTING FOR "THE BLUFFS AT GATEWAY"

ANY SUBSTITUTIONS OF PLANT MATERIAL FROM APPROVED SITE PLAN WILL BE APPROVED BY THE PLANNING DEPARTMENT PRIOR TO INSTALLATION.

IF ANY ADDITIONAL SCREENING IS DEEMED NECESSARY UPON COMPLETION OF LANDSCAPE INSTALLATION, ADDITIONAL LANDSCAPING MAY BE REQUIRED.

MAILBOX CLUSTER WILL BE PROVIDED ON NORTH SIDE OF AUGUSTA DRIVE BETWEEN PROPOSED BUILDINGS 11 & 12. THE NEW MAILBOX CLUSTER WILL MATCH THE EXISTING MAILBOX CLUSTERS IN THE DEVELOPMENT. (SEE SHEET 3 FOR MAILBOX CLUSTER IMAGE)

SITE DATA

DEVELOPMENT AREA:
LOTS 220, 221 & 222 (WEST) (THE BLUFFS AT GATEWAY) – 6.18 ACRES
PARCEL NO. 80-009-99-001-707 (EAST) (OAKMONT AT GATEWAY) – 25.26 ACRES
TOTAL – 31.44 ACRES
ZONINGS: R1A-PDA
EXISTING PLANNED USE: DEVELOPMENT AREA APPROVED FOR 164 ATTACHED UNITS.
PROPOSED USE:
THE BLUFFS AT GATEWAY (WEST) – 13 BUILDINGS CONTAINING 53 ATTACHED UNITS
OAKMONT AT GATEWAY (EAST) – 91 SINGLE FAMILY DETACHED UNITS, PLUS ONE NON-BUILDABLE UNIT ENCOMPASSING THE DETENTION POND
TOTAL PROPOSED DEVELOPMENT = 145 UNITS

DENSITY

THIS DEVELOPMENT IS PART OF THE APPROXIMATE 350 ACRE FAIRWAYS AT GATEWAY PLANNED DEVELOPMENT. THE WESTERN MOST PORTION ALONG ST. ANDREWS DRIVE WAS DESIGNED AND APPROVED FOR 13 BUILDINGS CONTAINING 52 UNITS. THE EASTERN PORTION OF THE SITE HAS BEEN DESIGNED AND APPROVED FOR 56 DUPLEX BUILDINGS CONTAINING TWO UNITS EACH FOR A TOTAL OF 112 UNITS. IT IS THEREFORE APPARENT THAT THE REQUIREMENTS OF SECTION 3.08, OPEN SPACE PRESERVATION (CLUSTER) DEVELOPMENT, OF THE CITY ZONING ORDINANCE PERTAINING TO OPEN SPACE AND DENSITY REQUIREMENTS HAVE BEEN MET. THE PROPOSED DEVELOPMENT REDUCES THE DENSITY BY 20 UNITS FROM 164 ATTACHED UNITS TO 144 BUILDABLE UNITS.

SECTION 3.08 ALSO ALLOWS THE REDUCTION IN LOT AREAS AND WIDTHS TO ACHIEVE THE OPEN SPACE REQUIREMENT.

UTILITIES
THE BLUFFS AT GATEWAY (WEST) PROPOSED 53 UNITS
THERE IS AN EXISTING 10 INCH SANITARY SEWER ALONG THE WESTERLY SIDE OF ST. ANDREWS DRIVE, AN EXISTING 12" AND 8" WATER MAIN ALONG THE EASTERLY SIDE OF ST. ANDREWS. THESE HAVE BEEN ACCEPTED BY THE CITY. SERVICE LEADS SHOULD HAVE BEEN EXTENDED TO THE ROAD RIGHT-OF-WAY.
AS PART OF THE PREVIOUSLY COMPLETED WORK AND LOCATED BASED ON THE PREVIOUSLY APPROVED PLAN, THE APPLICANT SHALL BE RESPONSIBLE FOR LOCATING ALL EXISTING UTILITY AND SERVICE LINES. ALL EXISTING SERVICE LINES WILL BE UTILIZED WHERE FEASIBLE. ANY EXISTING SERVICES WHICH WILL NOT BE UTILIZED SHALL BE REMOVED AND CAPPED AT THE CITY WATER/SEWER MAINS. NEW WATER AND SEWER SERVICE SHALL BE INSTALLED AS NECESSARY.
INSTALLATION OF NEW SERVICE LINES SHALL BE COORDINATED WITH THE CITY DPW AND SHALL BE SUBJECT TO CITY TAP FEES. ABANDONMENT OF EXISTING SERVICE LINES SHALL ALSO BE COORDINATED WITH THE CITY DPW.

OAKMONT AT GATEWAY (EAST) PROPOSED 92 UNITS
AN 8 INCH WATER MAIN AND A 10 INCH SANITARY SEWER HAVE BEEN INSTALLED IN BOTH TWIN OAKS DRIVE AND MISSION HILLS DRIVE FOR USE IN THIS PHASE OF THE DEVELOPMENT.
STORM SEWER HAS BEEN INSTALLED WHERE NECESSARY FOR THE FUNCTION OF THE EXISTING DETENTION PONDS AND TO SERVICE THE EXISTING UNITS IN THE PONDS AT GATEWAY.
THE DEVELOPER SHALL BE RESPONSIBLE FOR THE INSTALLATION OF NEW SANITARY SEWER, WATER MAIN AND STORM SEWER FOR THIS PHASE OF THE PROPOSED DEVELOPMENT. ANY UTILITIES PREVIOUSLY CONSTRUCTED AND PROPOSED TO BE PUBLIC BUT NOT YET ACCEPTED BY THE CITY SHALL BE VERIFIED TO BE IN GOOD WORKING CONDITION AND IN FULL COMPLIANCE WITH THE CITY'S ENGINEERING STANDARDS. VERIFICATION MAY INCLUDE BUT SHALL NOT BE LIMITED TO THE LOCATING OF THE UTILITY, IDENTIFYING MATERIALS, TESTING PER CITY STANDARDS, AND TELEVISION OF THE PIPE. ANY REPAIRS, MAINTENANCE OR UPGRADES REQUIRED TO MEET THE CITY STANDARDS SHALL BE THE RESPONSIBILITY OF THE DEVELOPER.
ADDITIONAL DETAILS OF THE PROPOSED UTILITY IMPROVEMENTS WILL BE PROVIDED DURING SITE PLAN REVIEW AND SHALL CLEARLY IDENTIFY ALL PROPOSED AND EXISTING UTILITY IMPROVEMENTS.

SITE DRAINAGE

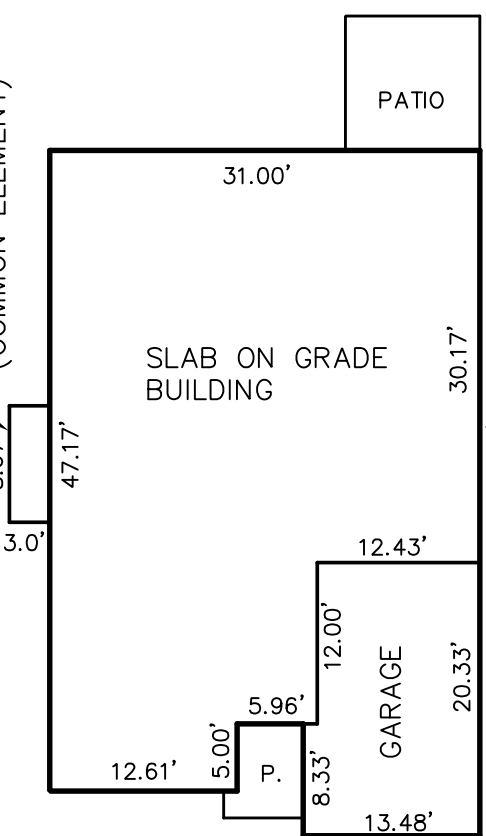
A MASTER DRAINAGE AND GRADING PLAN HAVE BEEN PREPARED FOR THIS DEVELOPMENT. DETENTION PONDS NO. 1, 2 AND 3 HAVE BEEN CONSTRUCTED AND ARE OPERATING AS PART OF THIS PLAN. ALL PROPOSED SITE GRADING AND DRAINAGE WILL CONFORM TO THIS APPROVED PLAN.
DETENTION POND NO. 2 WAS CONSTRUCTED AS PART OF AN EARLIER PHASE. THE DEVELOPER SHALL VERIFY THAT THE POND AND ANY RELATED STORM SEWER, OUTLET CONTROL STRUCTURES ETC. ARE OPERATING PER THE PREVIOUSLY APPROVED DESIGN. ANY MAINTENANCE OR REPAIR OF THE EXISTING POND, STORM SEWER OR OUTLET CONTROL STRUCTURES SHALL BE THE RESPONSIBILITY OF THE DEVELOPER.

LANDSCAPING

LANDSCAPING INCLUDING STREET TREES AND LANDSCAPING FOR DETENTION POND NO. 2 WILL BE PROVIDED IN ACCORDANCE WITH SECTION 13.02 OF THE CITY OF ROMULUS ZONING ORDINANCE.
TO PROVIDE SCREENING FROM THE EXISTING DUPLEX UNITS LANDSCAPING TREES SHALL BE INSTALLED IN THE 15 FOOT WIDE LANDSCAPING EASEMENT ALONG THE REAR OF UNITS NO. 74 THROUGH 88.

EASEMENTS

EASEMENTS HAVE BEEN PROVIDED FOR SANITARY SEWER, WATER MAIN, STORM SEWER AND PUBLIC UTILITIES ON LOTS 220, 221 AND 222 OF THE FAIRWAYS AT GATEWAY SUB NO. 3. EASEMENTS FOR SANITARY SEWER, WATER MAIN, STORM SEWER AND PUBLIC UTILITIES WILL BE PROVIDED FOR OAKMONT AT GATEWAY.



TYPICAL UNIT DETAIL

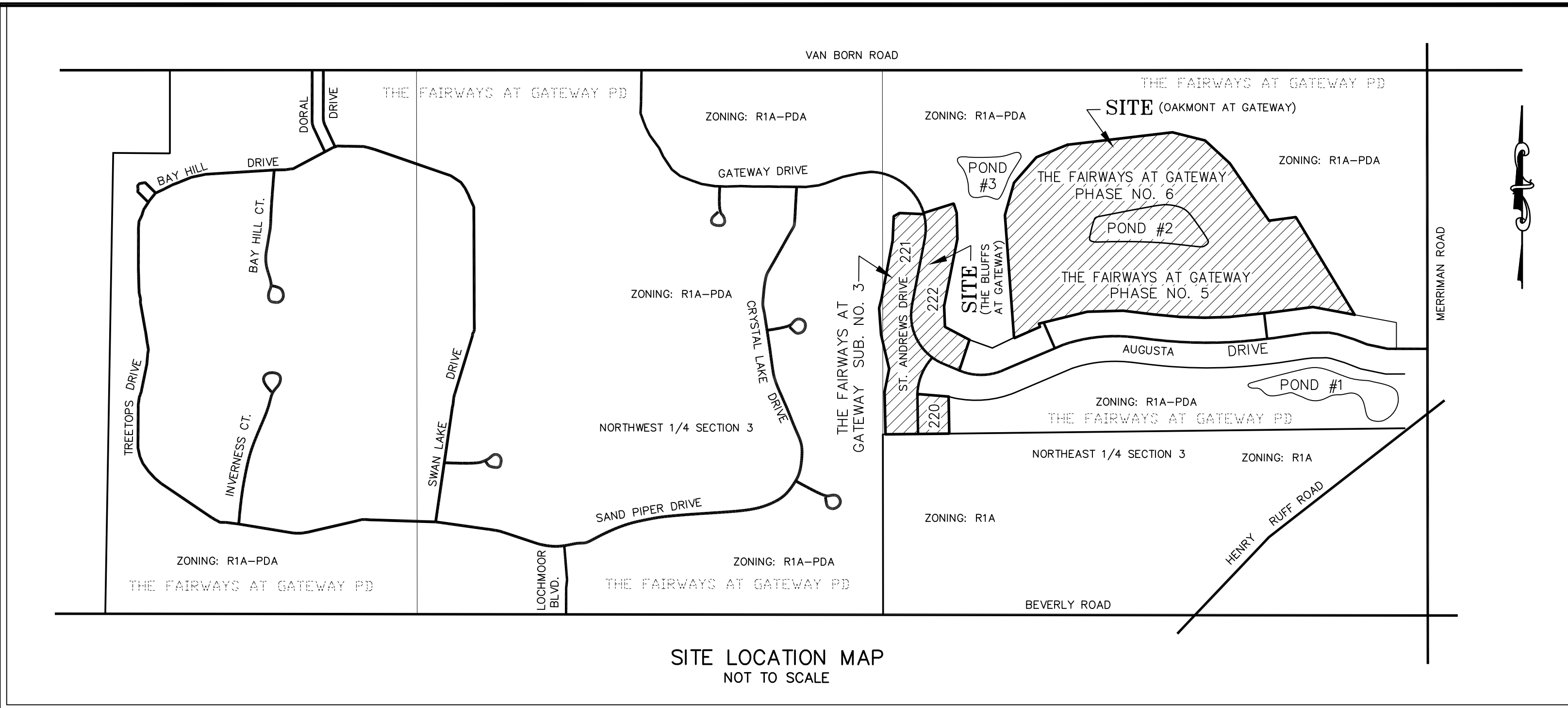
NOTE:

ANY EXISTING STREETS OR UTILITIES THAT ARE DAMAGED DUE TO CONSTRUCTION ACTIONS SHALL BE REPAIRED BY THE DEVELOPER.

NOTE:

THE R-2 TOWNHOUSE RESIDENTIAL DISTRICT REQUIRES 30' MINIMUM SPACING BETWEEN BUILDINGS. WE REQUEST A DEVIATION FROM 30 FOOT TO 20 FOOT SPACING BETWEEN BUILDINGS.

CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	CHORD
C1	169.45	260.00	37°20'33"	S 18°09'38" W 166.47'
C2	296.42	290.01	58°33'44"	S 17°56'55" E 283.68'
C3	314.45	230.01	78°19'56"	S 27°50'00" E 290.53'
C4	145.14	310.00	26°59'25"	N 02°04'47" W 143.82'
C5	119.94	250.00	27°29'20"	N 02°24'40" W 118.80'



SITE LOCATION MAP
NOT TO SCALE

PROPERTY DESCRIPTION – THE BLUFFS AT GATEWAY
PARCEL NO. 80-009-001-0220-000, 80-009-001-0221-000 & 80-009-001-0222-000
LOTS 220, 221 & 222 OF THE FAIRWAYS AT GATEWAY SUB. NO. 3 AS RECORDED IN LIBER 119 OF PLATS, PAGES 37-43 INCLUSIVE.
CONTAINING 6.18 ACRES.

PROPERTY DESCRIPTION – OAKMONT AT GATEWAY
PART OF THE NORTHEAST 1/4 OF SECTION 3, T. 3 S., R. 9 E., CITY OF ROMULUS, WAYNE COUNTY, MICHIGAN MORE FULLY DESCRIBED AS COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 3, THENCE S 00°23'37" W 1,319.69 FEET ALONG THE EAST LINE OF SAID SECTION 3; THENCE N 89°36'23" W 60.00 FEET; THENCE THE FOLLOWING THREE (3) COURSES ALONG THE NORTH LINE OF THE FAIRWAYS AT GATEWAY SUB. NO. 3 ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 119 OF PLATS, PAGES 37-43 INCLUSIVE, ALSO RECORDED AS THE PONDS AT GATEWAY CONDOMINIUM, WAYNE COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 700 RECORDED IN LIBER 37840, PAGES 1-51 INCLUSIVE AND AS AMENDED LIBER 41608, PAGES 5-7 INCLUSIVE, N 89°36'23" W 174.22 FEET AND N 00°23' 37" E 116.31 FEET AND N 80°52'32" W 134.85 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTH LINE THE FOLLOWING TWELVE (12) COURSES N 80°52'32" W 203.96 FEET AND S 81°00'00" W 213.53 FEET AND S 81°02'17" W 60.00 FEET AND S 83°18'02" W 131.66 FEET AND S 86°57'30" W 117.28 FEET AND N 89°35'43" W 117.28 FEET AND N 86°01'09" W 127.34 FEET AND N 84°30'40" W 148.20 FEET AND S 86°51'41" W 171.49 FEET AND S 74°48'32" W 238.74 FEET AND 16.40 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE LEFT, RADIUS 330.00 FEET, CENTRAL ANGLE 02°50'49", CHORD LENGTH 16.40 FEET AND A CHORD BEARING OF S 16°36'52" E AND S 65°00'00" W 135.29 FEET; THENCE N 05°40'00" W 591.61 FEET; THENCE N 14°10'30" E 161.49 FEET; THENCE N 39°51'32" E 162.41 FEET; THENCE N 66°40'06" E 160.94 FEET; THENCE N 81°50'00" E 507.25 FEET; THENCE S 77°21'00" E 161.64 FEET; THENCE S 48°47'59" E 160.77 FEET; THENCE S 35°50'00" E 333.73 FEET; THENCE N 81°00'00" E 129.52 FEET; THENCE S 32°29'32" E 546.77 FEET TO THE POINT OF BEGINNING.

CONTAINING 25.26 ACRES.

DEVELOPER
INFINITY HOMES
42400 GRAND RIVER AVE.
NOVI, MICHIGAN 48375
(248) 449-8084

SHEET INDEX:

- SH. 1 – PRELIMINARY SITE PLAN – THE BLUFFS AT GATEWAY
- SH. 2 – PRELIMINARY SITE PLAN – OAKMONT AT GATEWAY
- SH. 3 – EXISTING SITE CONDITIONS – THE BLUFFS AT GATEWAY
- SH. 4 – EXISTING SITE CONDITIONS – OAKMONT AT GATEWAY
- SH. 5 – PRELIMINARY UTILITY PLAN – THE BLUFFS AT GATEWAY
- SH. 6 – PRELIMINARY UTILITY PLAN – OAKMONT AT GATEWAY
- SH. 7 – PRELIMINARY GRADING PLAN – THE BLUFFS AT GATEWAY
- SH. 8 – PRELIMINARY GRADING PLAN – OAKMONT AT GATEWAY
- SH. 9 – TRUCK CIRCULATION AND SIGNAGE PLAN
- SH. 10 – AERIAL PHOTO PLAN
- LP-1 – LANDSCAPE PLANTING PLAN – OAKMONT AT GATEWAY
- LP-2 – LANDSCAPE PLANTING PLAN – THE BLUFFS AT GATEWAY
- LP-3 – LANDSCAPE NOTES & DETAILS

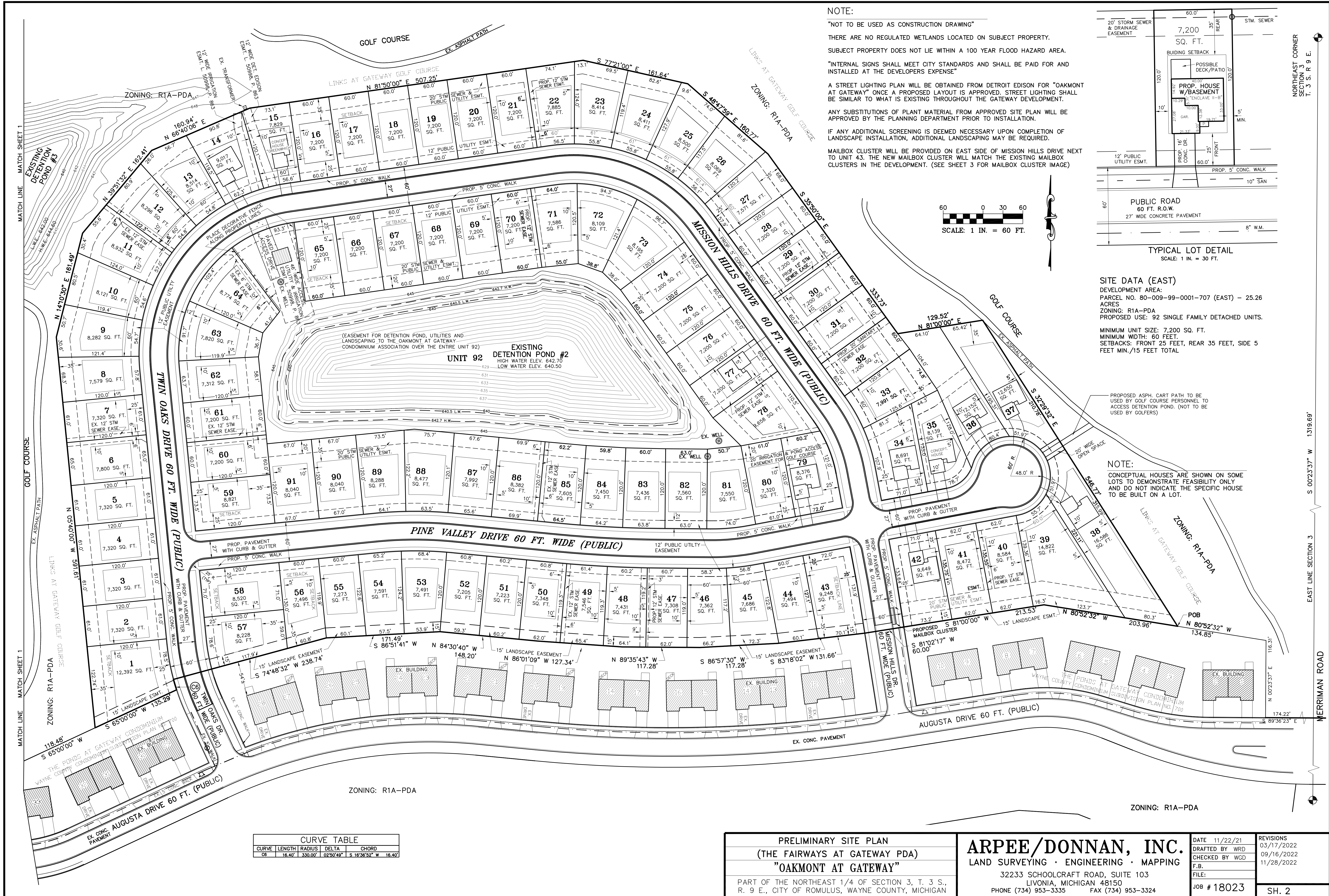
PRELIMINARY SITE PLAN
(THE FAIRWAYS AT GATEWAY PDA)
"THE BLUFFS AT GATEWAY"

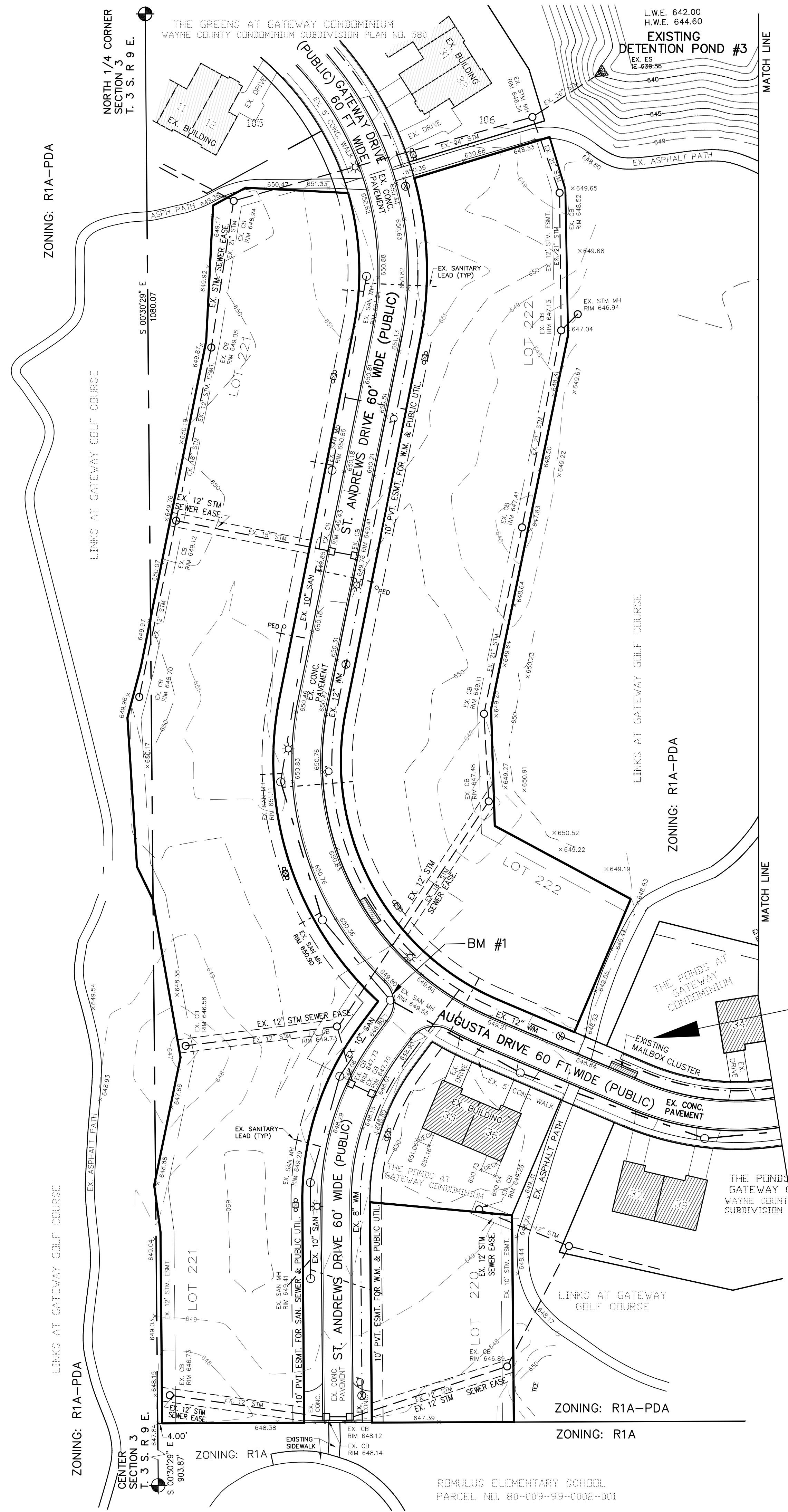
PART OF THE NORTHEAST 1/4 OF SECTION 3, T. 3 S., R. 9 E., CITY OF ROMULUS, WAYNE COUNTY, MICHIGAN

ARPEE/DONNAN, INC.
LAND SURVEYING • ENGINEERING • MAPPING
32233 SCHOOLCRAFT ROAD, SUITE 103
LIVONIA, MICHIGAN 48150
PHONE (734) 953-3335 FAX (734) 953-3324

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FILE:
JOB # 18023

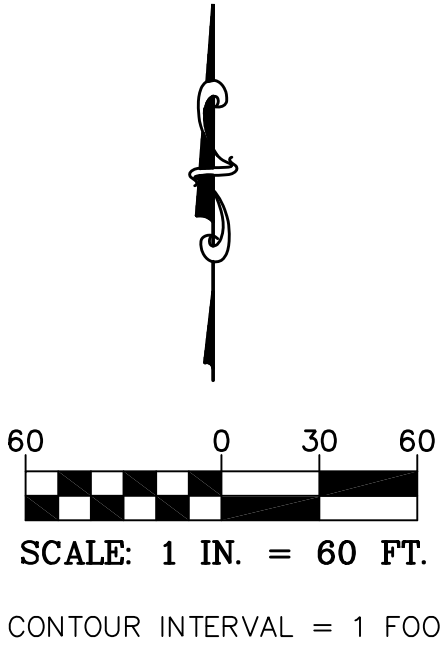
REVISIONS
03/17/2022
09/16/2022
11/28/2022
SH. 1





NOTE:
THERE ARE NO REGULATED WETLANDS
LOCATED ON SUBJECT PROPERTY.

SUBJECT PROPERTY DOES NOT LIE WITHIN
A 100 YEAR FLOOD HAZARD AREA.



- LEGEND
- FIRE HYDRANT
 - GATE VALVE & WELL
 - SEWER MANHOLE
 - ROAD CATCH BASIN
 - YARD CATCH BASIN
 - TRANSFORMER & PEDESTALS
 - UTILITY POLE
 - LIGHT POLE
 - GUY ANCHOR
 - SPOT ELEVATION
- SANITARY SEWER ——— SAN ———
- STORM SEWER ——— STM ———
- WATER ——— WAT ———
- ELECTRIC ——— ELEC ———
- OVERHEAD ——— OH ———
- GAS ——— GAS ———

BENCH MARKS:

BM #1 –
RIM OF SANITARY MANHOLE AT
SOUTHWEST CORNER INTERSECTION OF
AUGUSTA DR. & ST. ANDREWS DR.
ELEV. 649.55 NGVD 29

BM #2 –
RIM OF SANITARY MANHOLE AT SOUTH
EAST CORNER INTERSECTION OF AUGUSTA
DR. & TWIN OAKS DR.
ELEV. 647.44 NGVD 29



EXISTING MAILBOX CLUSTER

NOTE:
THERE ARE CURRENTLY THREE MAILBOX CLUSTERS IN
USE FOR THE OVERALL GATEWAY DEVELOPMENT.

ALL EXISTING MAILBOX CLUSTERS ARE SIMILAR TO
WHAT IS SHOWN ABOVE WHICH IS ON THE NORTH SIDE
OF AUGUSTA DRIVE AND EAST OF ST. ANDREWS DRIVE.

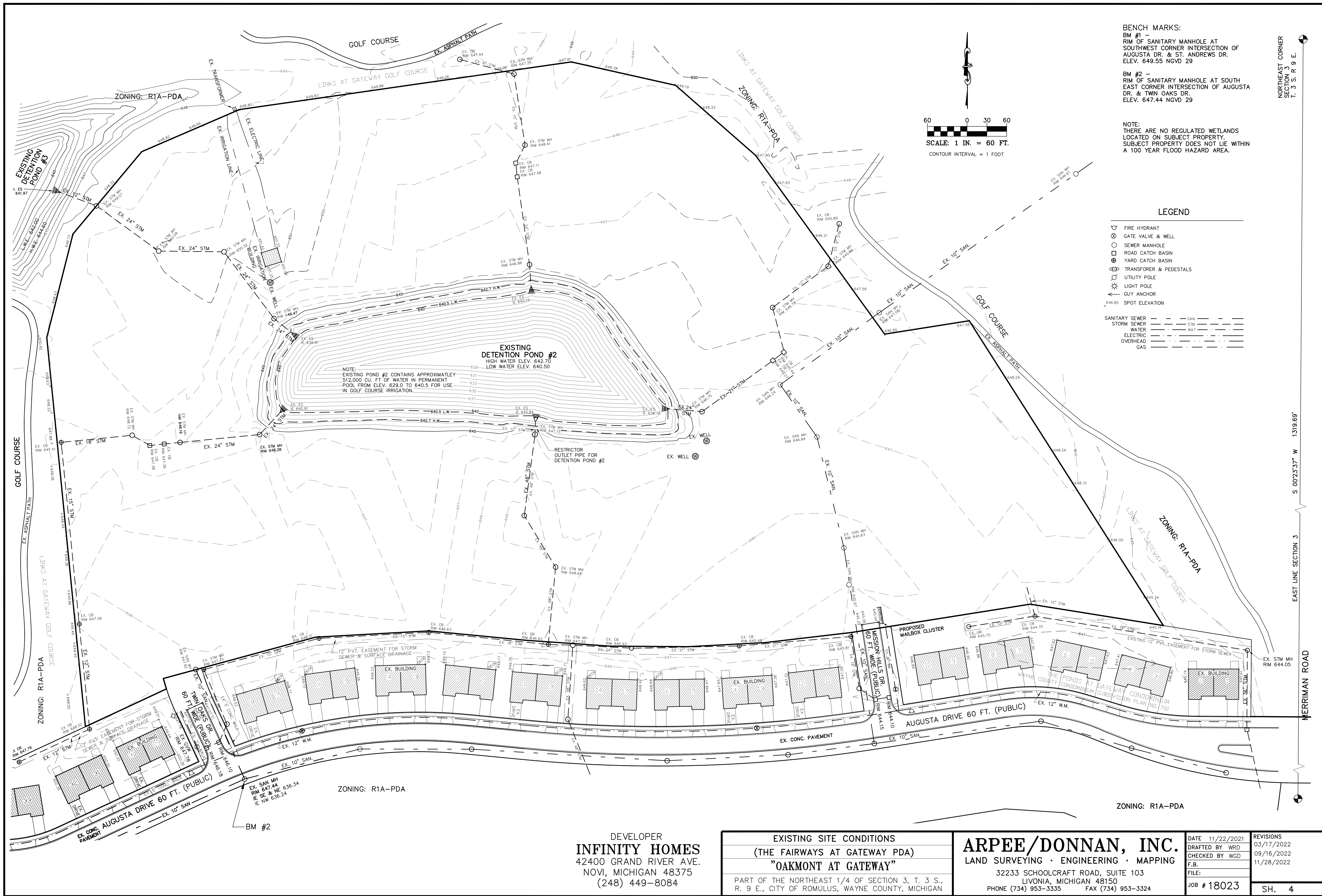
THE OTHER MAILBOX CLUSTERS ARE LOCATED ON THE
NORTH SIDE OF SAND PIPER AT THE END OF
LOCHMOOR BLVD. AND ON THE WEST SIDE OF DORAL
JUST SOUTH OF VAN BORN ROAD.

DEVELOPER
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EXISTING SITE CONDITIONS (THE FAIRWAYS AT GATEWAY PDA) "THE BLUFFS AT GATEWAY"
PART OF THE NORTHEAST 1/4 OF SECTION 3, T. 3 S., R. 9 E., CITY OF ROMULUS, WAYNE COUNTY, MICHIGAN

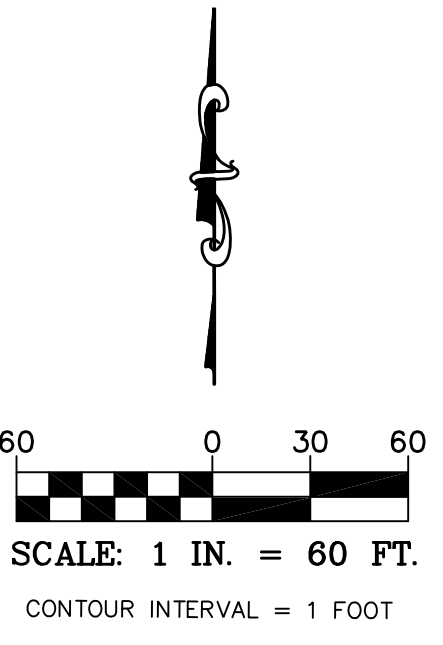
ARPEE/DONNAN, INC. LAND SURVEYING • ENGINEERING • MAPPING 32233 SCHOOLCRAFT ROAD, SUITE 103 LIVONIA, MICHIGAN 48150 PHONE (734) 953-3335 FAX (734) 953-3324
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DATE 11/22/21 DRAFTED BY WRD CHECKED BY WGD F.B. FILE: JOB # 18023	REVISIONS 03/17/2022 09/16/2022 11/28/2022 SH. 3
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BENCH MARKS:
BM #1 -
RIM OF SANITARY MANHOLE AT
SOUTHWEST CORNER INTERSECTION OF
AUGUSTA DR. & ST. ANDREWS DR.
ELEV. 649.55 NGVD 29
BM #2 -
RIM OF SANITARY MANHOLE AT SOUTH
EAST CORNER INTERSECTION OF AUGUSTA
DR. & TWIN OAKS DR.
ELEV. 647.44 NGVD 29

NOTE:
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LEGEND

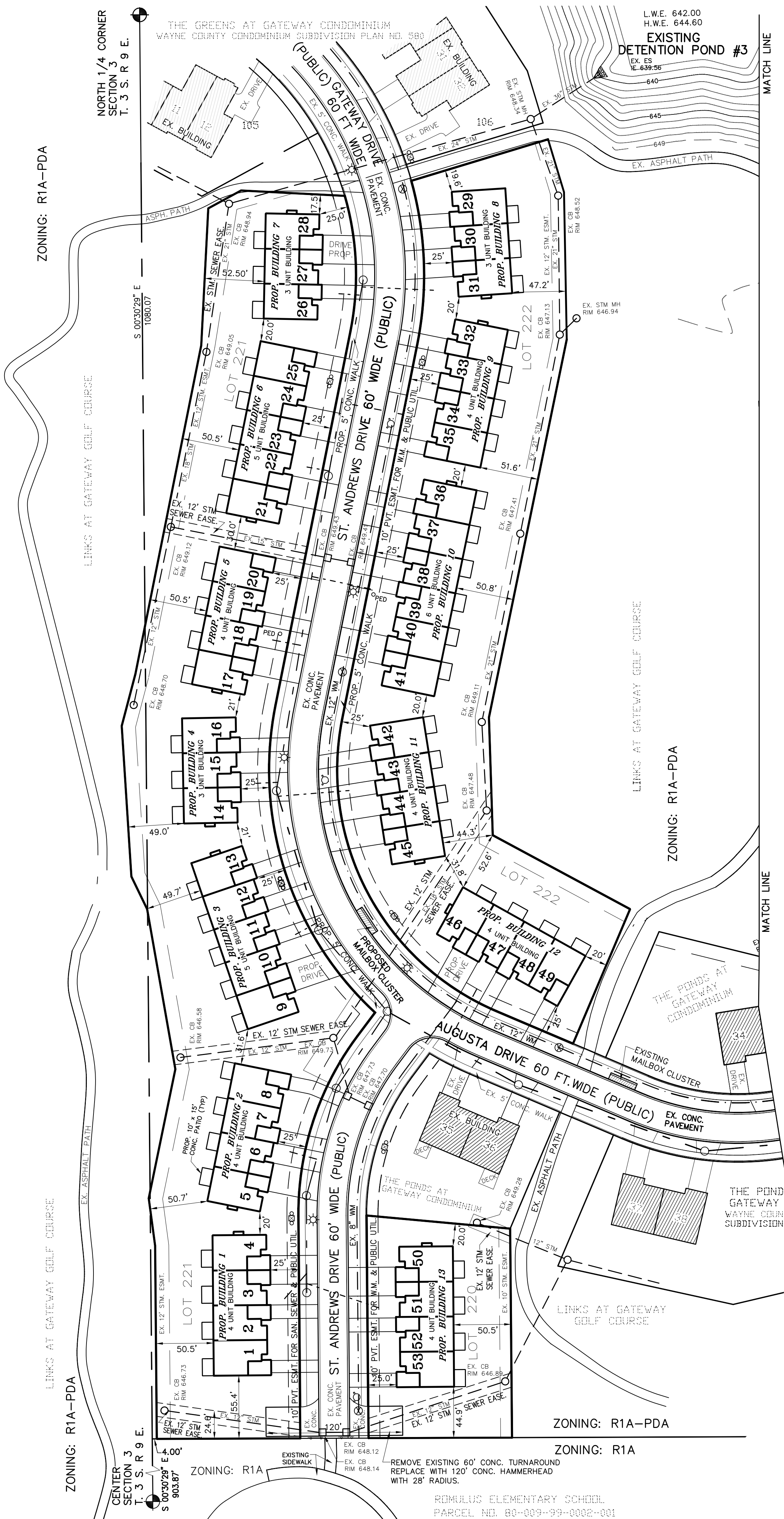
- FIRE HYDRANT
 - GATE VALVE & WELL
 - SEWER MANHOLE
 - ROAD CATCH BASIN
 - YARD CATCH BASIN
 - TRANSFORMER & PEDESTALS
 - UTILITY POLE
 - LIGHT POLE
 - GUY ANCHOR
 - SPOT ELEVATION
- | | | |
|----------------|-----|------|
| SANITARY SEWER | --- | SAN |
| STORM SEWER | --- | STM |
| WATER | --- | WAT |
| ELECTRIC | --- | ELEC |
| OVERHEAD | --- | OVHD |
| GAS | --- | GAS |

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EXISTING SITE CONDITIONS
(THE FAIRWAYS AT GATEWAY PDA)
"OAKMONT AT GATEWAY"
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JOB #	18023	SH.	4



DEVELOPMENT NARRATIVE FOR WEST MULTI-FAMILY PART:

ALL ROADS, SANITARY SEWER, WATER MAIN, PUBLIC UTILITIES, STORM SEWER AND STORM WATER DETENTION PONDS ARE CONSTRUCTED.

AS PER THE ORIGINAL PUD CONSTRUCTION PLAN THERE IS AN EXISTING SANITARY LEAD AVAILABLE FOR EACH PROPOSED BUILDING.

A NEW 2" WATER SERVICE WILL BE CONSTRUCTED FOR EACH BUILDING AT THE TIME OF BUILDING CONSTRUCTION.

PROPOSED BUILDINGS SHALL BE SLAB ON GRADE.

NOTE:
"NOT TO BE USED AS
CONSTRUCTION DRAWING"

LEGEND

- FIRE HYDRANT
- GATE VALVE & WELL
- SEWER MANHOLE
- ROAD CATCH BASIN
- YARD CATCH BASIN
- TRANSFORMER & PEDESTALS
- UTILITY POLE
- LIGHT POLE
- GUY ANCHOR
- SPOT ELEVATION

SANITARY SEWER — SAN —

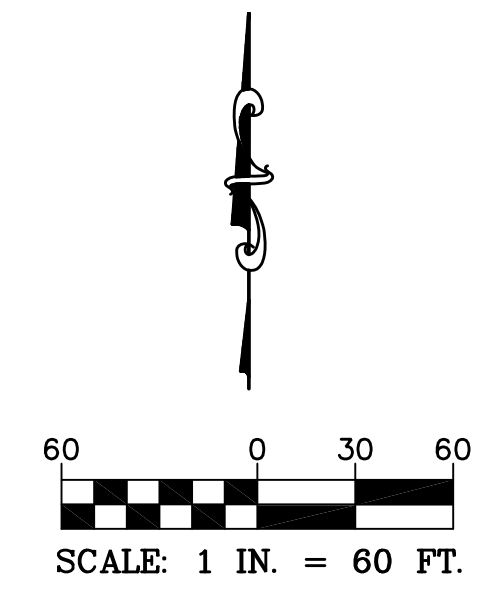
STORM SEWER — STM —

WATER — WAT —

ELECTRIC — ELEC —

OVERHEAD — OH —

GAS — GAS —



DEVELOPER
INFINITY HOMES
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PRELIMINARY UTILITY PLAN
(THE FAIRWAYS AT GATEWAY PDA)
"THE BLUFFS AT GATEWAY"

PART OF THE NORTHEAST 1/4 OF SECTION 3, T. 3 S., R. 9 E., CITY OF ROMULUS, WAYNE COUNTY, MICHIGAN

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JOB #	18023	SH. 5

DEVELOPMENT NARRATIVE FOR EAST SINGLE-FAMILY PART

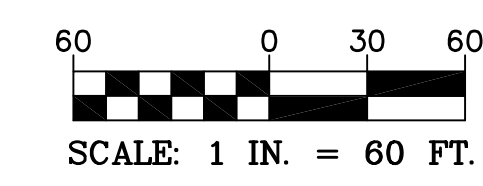
THE PROPOSED SINGLE-FAMILY DEVELOPMENT WILL GENERALLY FOLLOW THE ORIGINAL PUD PLANS FOR THE DUPLEX DEVELOPMENT. THE ORIGINALLY PLANNED DUPLEX BUILDINGS WILL BE REPLACED WITH 60-FOOT-WIDE SINGLE-FAMILY CONDOMINIUM LOTS SIMILAR TO THE EXISTING SINGLE-FAMILY LOTS IN THE FAIRWAYS OF GATEWAY SUBDIVISION.

THE STORM WATER DETENTION PONDS ARE CONSTRUCTED AND SOME OF THE STORM SEWER IS BUILT. PART OF THE SANITARY SEWER IS CONSTRUCTED FROM OFF-SITE AND PASSING THROUGH THE PROPOSED SINGLE-FAMILY DEVELOPMENT. THE SANITARY IS STUBBED FOR CONSTRUCTION ON TWIN OAKS DRIVE. THE WATER MAIN IS STUBBED AT BOTH TWIN OAKS DRIVE & MISSION HILLS DRIVE.

THE LOOP ROAD, THE SANITARY SEWER, AND WATER MAIN WILL BE CONSTRUCTED AS ORIGINALLY PROPOSED WITH THE EXCEPTION OF CONSTRUCTING AN INDIVIDUAL SANITARY LEAD FOR EACH LOT.

THE STORM SEWER WILL BE CONSTRUCTED GENERALLY AS ORIGINALLY PLANNED WITH MINOR MODIFICATIONS TO PROVIDE REAR YARD DRAINAGE AND AN INDIVIDUAL SUMP LEAD FOR EACH LOT.

NORTHEAST CORNER
SECTION 3
T. 3 S. R. 9 E.



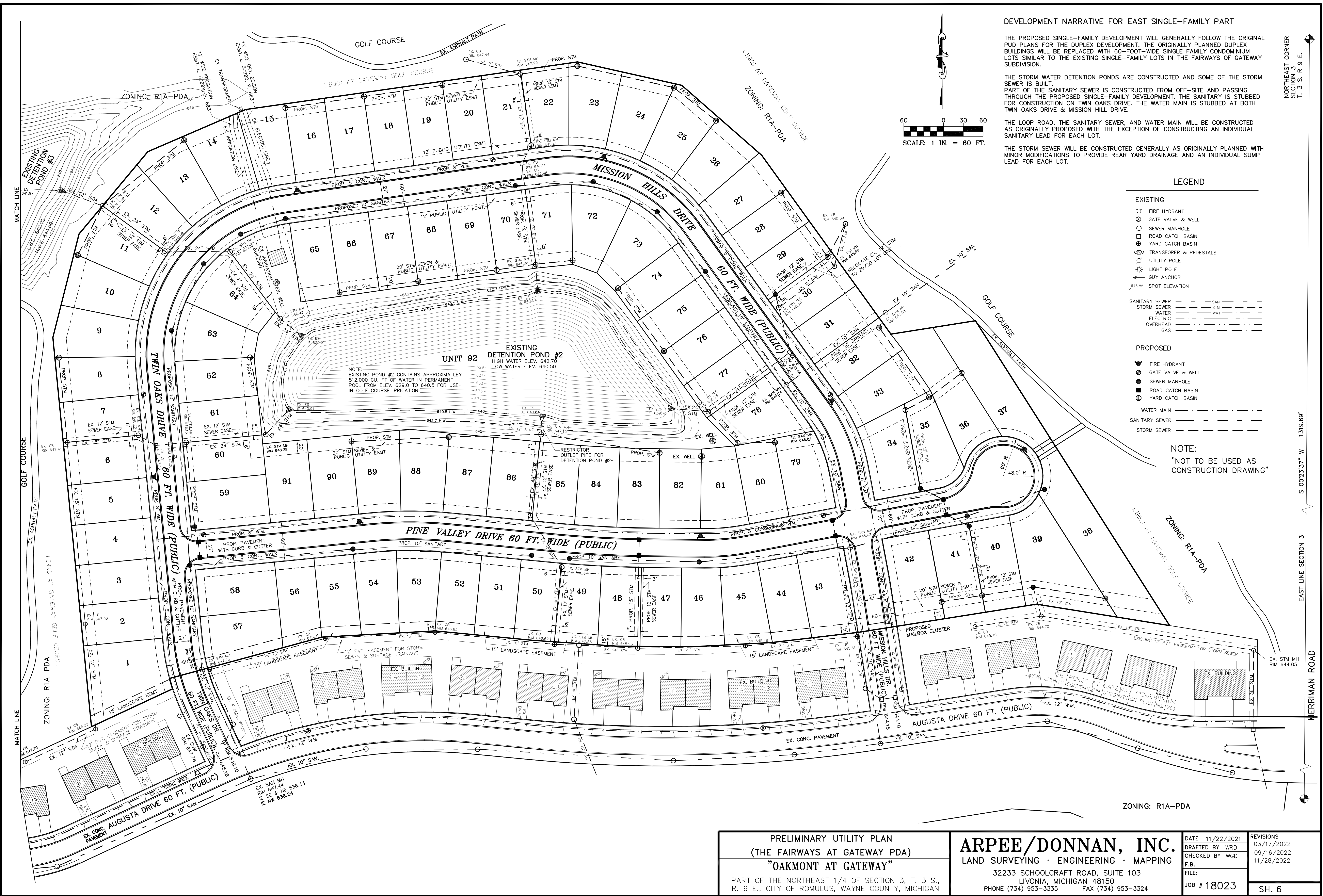
LEGEND

- EXISTING
- FIRE HYDRANT
 - GATE VALVE & WELL
 - SEWER MANHOLE
 - ROAD CATCH BASIN
 - YARD CATCH BASIN
 - TRANSFORMER & PEDESTALS
 - UTILITY POLE
 - LIGHT POLE
 - GUY ANCHOR
 - SPOT ELEVATION

- SANITARY SEWER
- STORM SEWER
- WATER
- ELECTRIC
- OVERHEAD
- GAS

- PROPOSED
- FIRE HYDRANT
 - GATE VALVE & WELL
 - SEWER MANHOLE
 - ROAD CATCH BASIN
 - YARD CATCH BASIN
- WATER MAIN
- SANITARY SEWER
- STORM SEWER

NOTE:
"NOT TO BE USED AS
CONSTRUCTION DRAWING"



PRELIMINARY UTILITY PLAN
(THE FAIRWAYS AT GATEWAY PDA)
"OAKMONT AT GATEWAY"
PART OF THE NORTHEAST 1/4 OF SECTION 3, T. 3 S.,
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		SH. 6	

THE GREENS AT GATEWAY CONDOMINIUM
WAYNE COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 580

L.W.E. 642.00
H.W.E. 644.60
EXISTING
DETENTION POND #3

60 0 30 60
SCALE: 1 IN. = 60 FT.

NOTE:
THE PROPOSED SITE GRADING AS SHOWN FOLLOWS
THE PREVIOUSLY APPROVED GRADING PLAN CONCEPT.

LEGEND:
x 648.84 EXISTING ELEVATION
649.34 PROPOSED ELEVATION

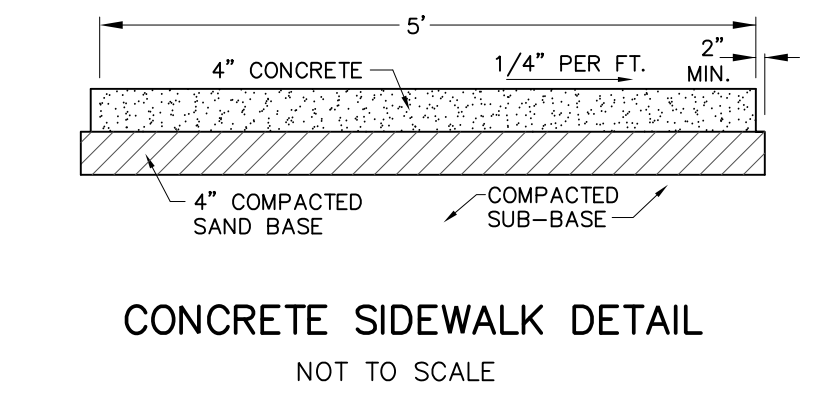
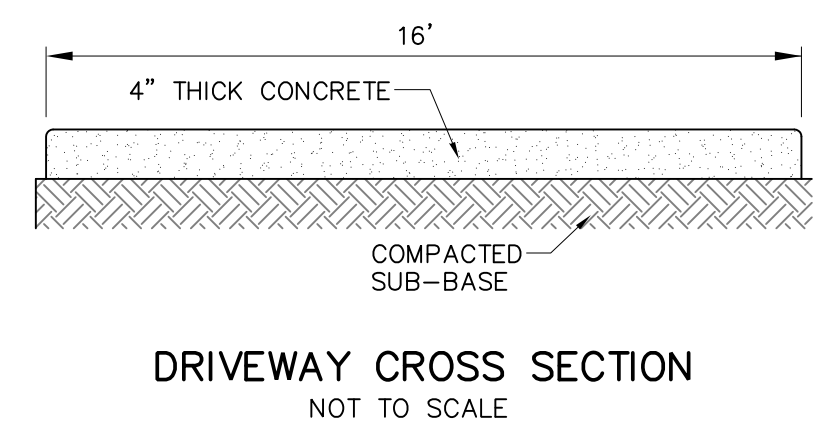
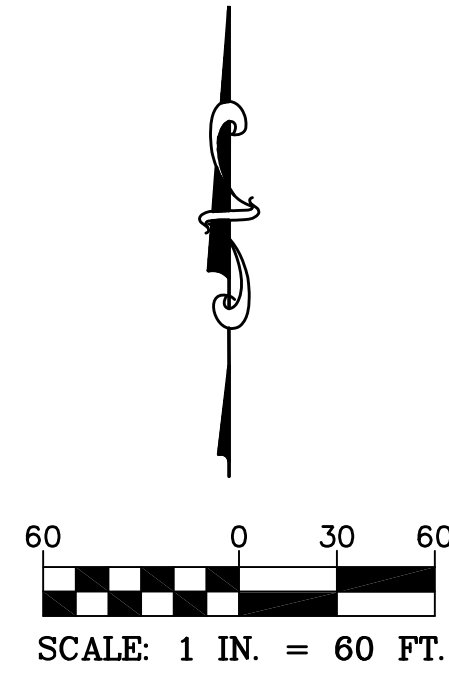
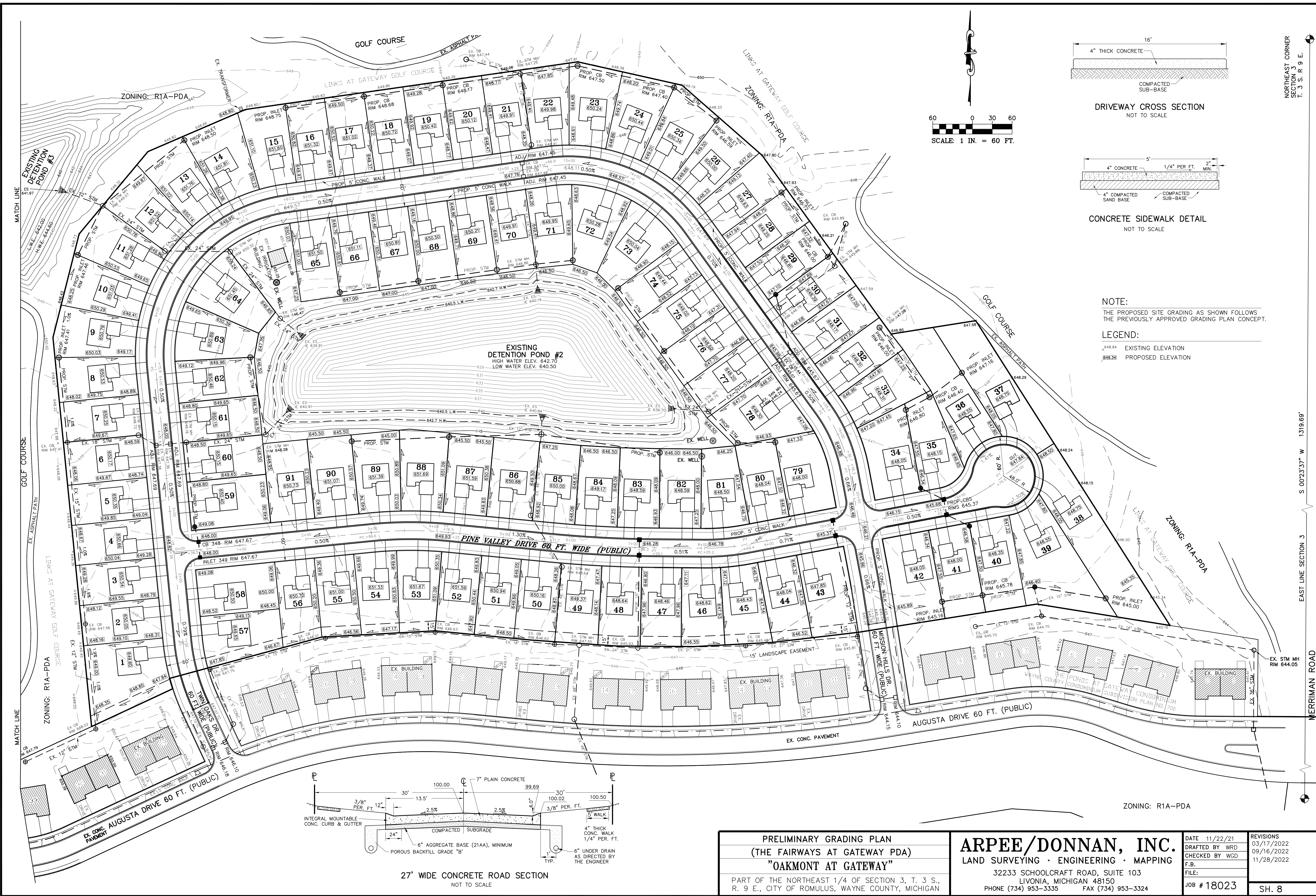
PRELIMINARY GRADING PLAN
(THE FAIRWAYS AT GATEWAY PDA)
"THE BLUFFS AT GATEWAY"

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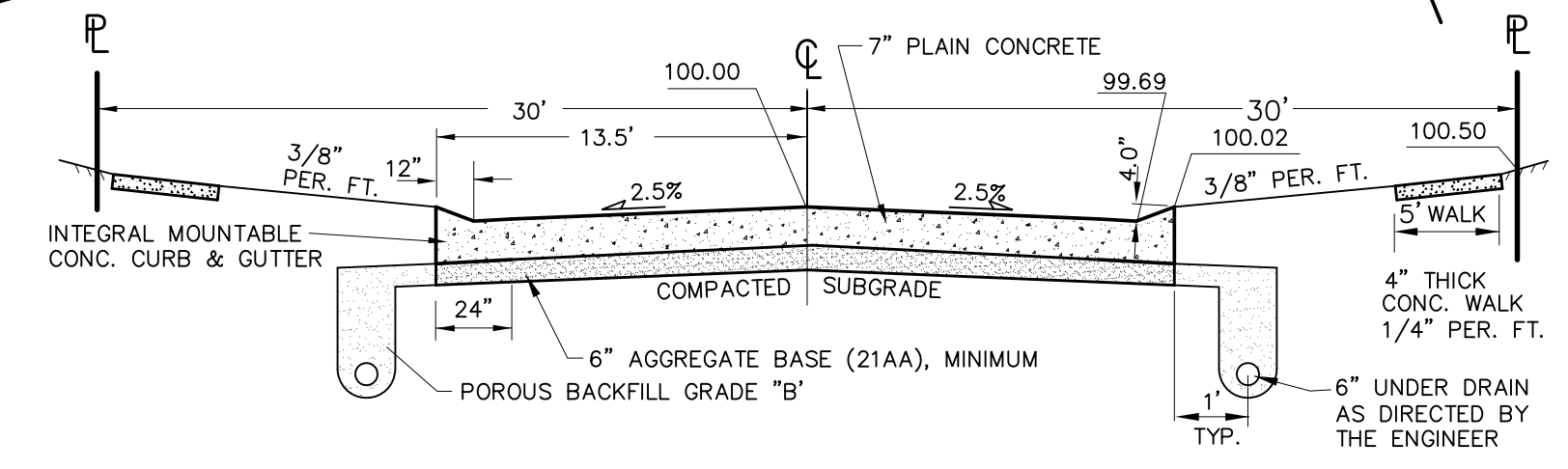
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11/28/2022
SH. 7



NOTE:
THE PROPOSED SITE GRADING AS SHOWN FOLLOWS THE PREVIOUSLY APPROVED GRADING PLAN CONCEPT.

LEGEND:
x 648.84 EXISTING ELEVATION
/ 649.34 PROPOSED ELEVATION

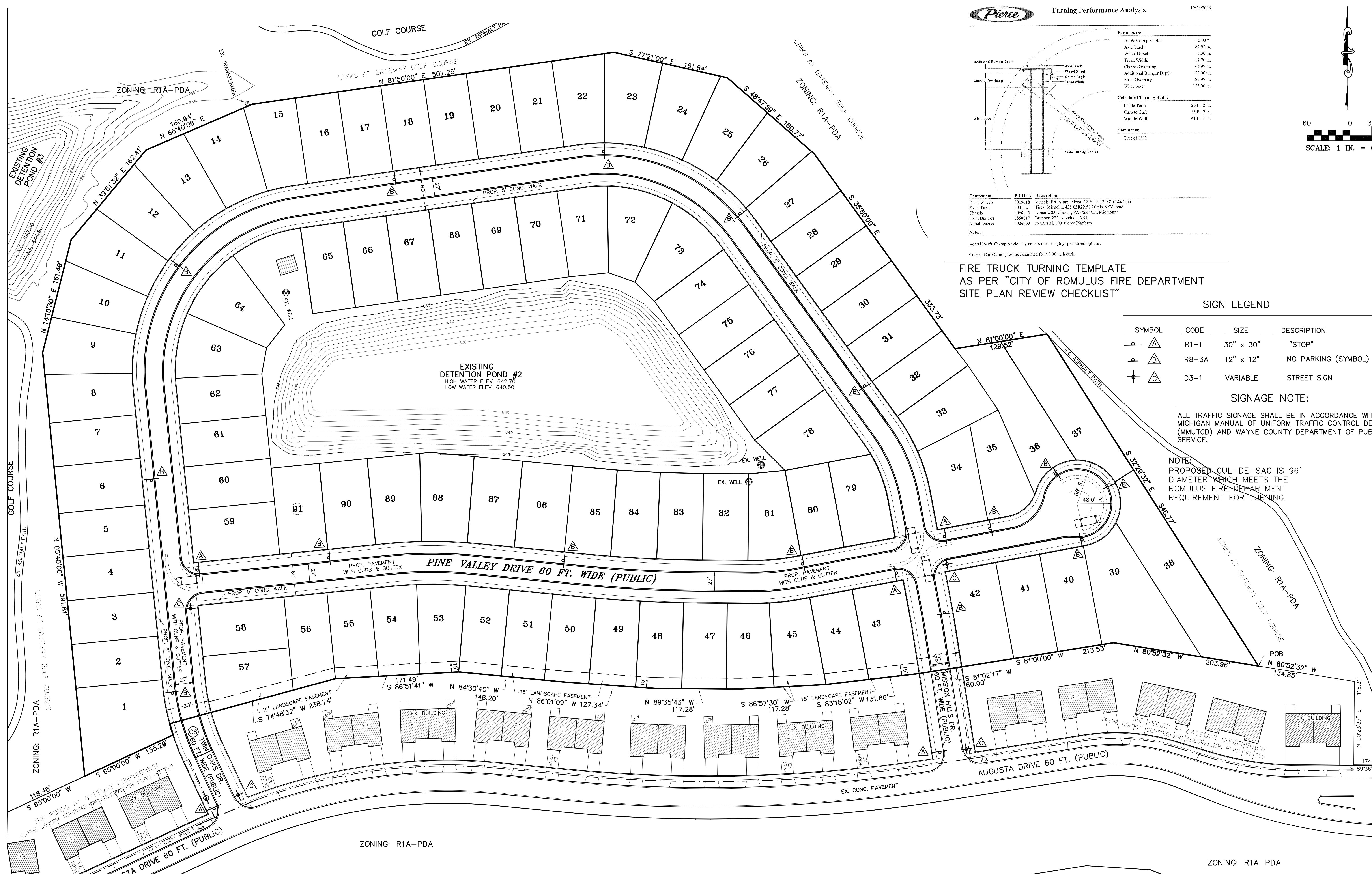


PRELIMINARY GRADING PLAN
(THE FAIRWAYS AT GATEWAY PDA)
"OAKMONT AT GATEWAY"
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		SH.	8

NORTHEAST CORNER SECTION 3 T. 3 S. R. 9 E.
EAST LINE SECTION 3 S 00°23'37" W 1319.69'
MERRIMAN ROAD



Pierce Turning Performance Analysis 10/26/2016

Parameters:

Inside Cramp Angle:	45.00 °
Acie Track:	82.92 in.
Wheel Offset:	5.30 in.
Tread Width:	17.70 in.
Chassis Overhang:	65.99 in.
Additional Bumper Depth:	22.00 in.
Front Overhang:	87.99 in.
Wheelbase:	256.00 in.

Calculated Turning Radii:

Inside Turn:	20.6, 2 in.
Curb to Curb:	36.8, 7 in.
Wall to Wall:	41.8, 1 in.

Comments:

Track 10592

Notes:

Actual Inside Cramp Angle may be less due to highly specialized options.
Curb to Curb turning radius calculated for a 9.00 inch curb.

Components:

PRIDE #	Description
0019618	Wheels, Fri, Alum, Also, 22.50" x 13.00" (425/445)
0031621	Tires, Michelin, 425/45R22.50 20 ply XZY, used
0060025	Lance 2000 Chassis, PAV/SkyArm/Midweight
0550017	Bumper, 22" extended - AXI
0000600	xxx/Aerial, 100' Pierce Platform

FIRE TRUCK TURNING TEMPLATE
AS PER "CITY OF ROMULUS FIRE DEPARTMENT
SITE PLAN REVIEW CHECKLIST"

SIGN LEGEND

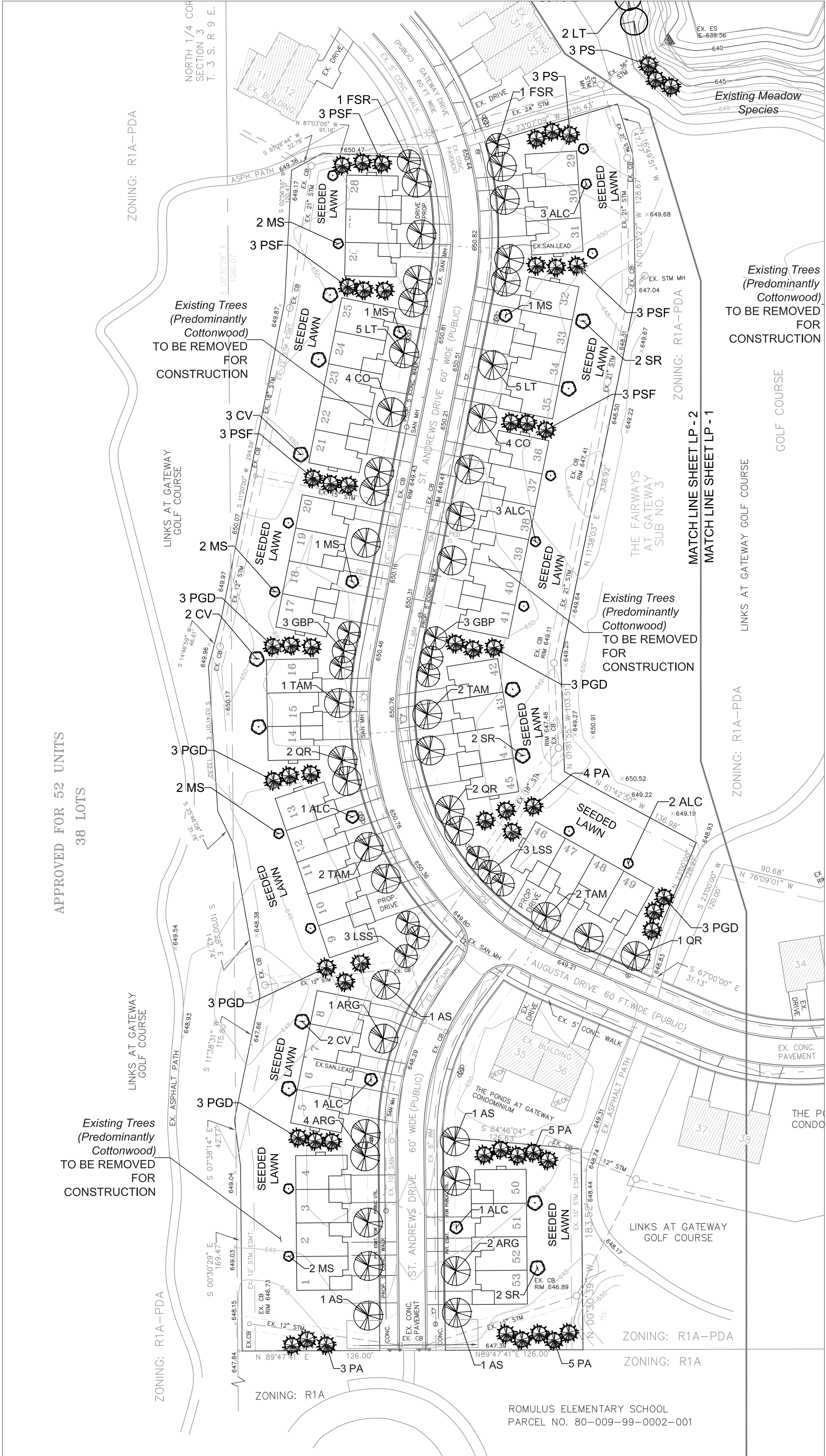
SYMBOL	CODE	SIZE	DESCRIPTION
	R1-1	30" x 30"	"STOP"
	R8-3A	12" x 12"	NO PARKING (SYMBOL) FIRE LANE
	D3-1	VARIABLE	STREET SIGN

SIGNAGE NOTE:

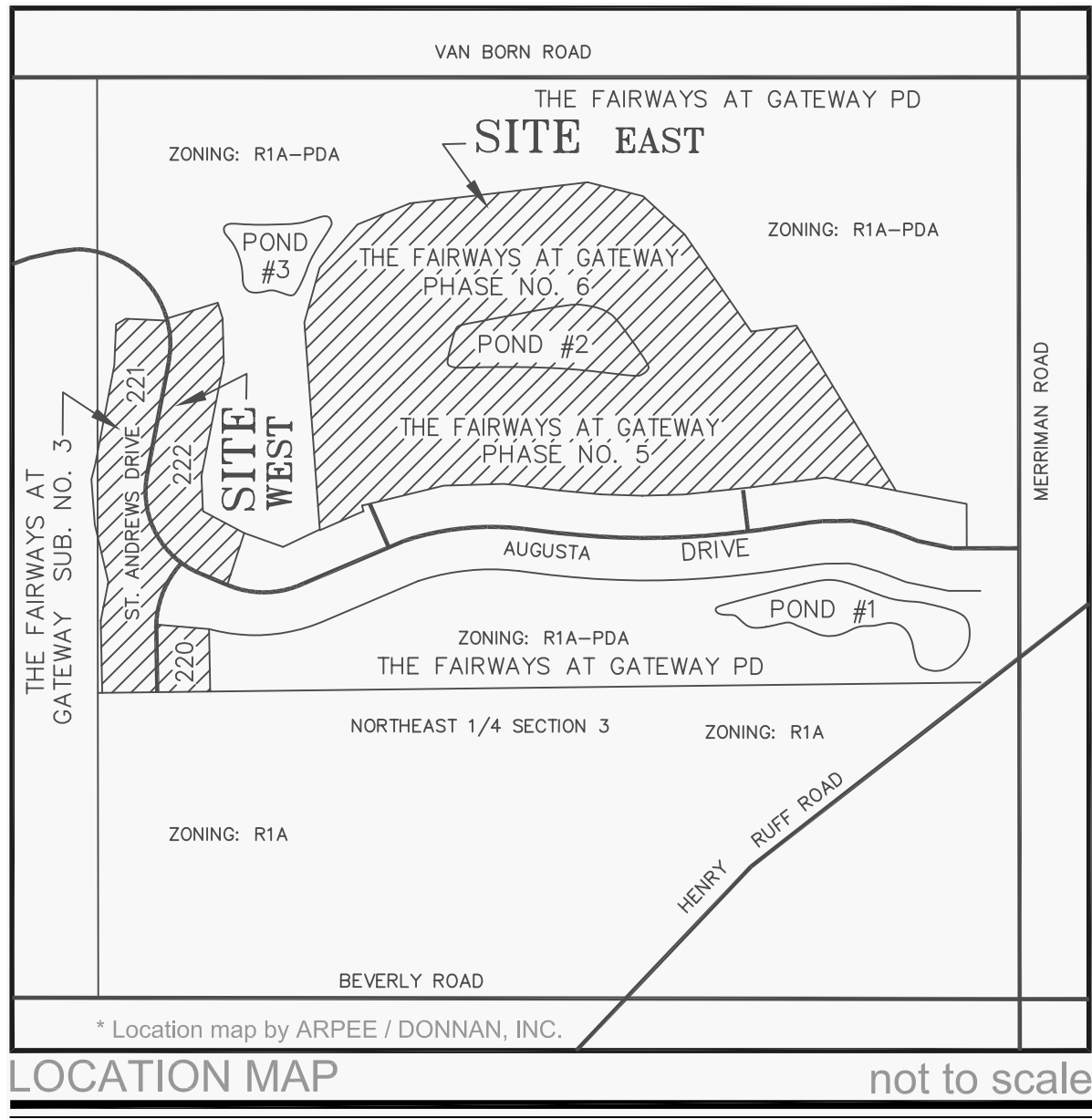
ALL TRAFFIC SIGNAGE SHALL BE IN ACCORDANCE WITH THE MICHIGAN MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MMUTCD) AND WAYNE COUNTY DEPARTMENT OF PUBLIC SERVICE.

NOTE:
PROPOSED CUL-DE-SAC IS 96' DIAMETER WHICH MEETS THE ROMULUS FIRE DEPARTMENT REQUIREMENT FOR TURNING.

TRUCK CIRCULATION AND SIGNAGE PLAN (THE FAIRWAYS AT GATEWAY PDA) "OAKMONT AT GATEWAY" PART OF THE NORTHEAST 1/4 OF SECTION 3, T. 3 S., R. 9 E., CITY OF ROMULUS, WAYNE COUNTY, MICHIGAN	ARPEE/DONNAN, INC. LAND SURVEYING • ENGINEERING • MAPPING 32233 SCHOOLCRAFT ROAD, SUITE 103 LIVONIA, MICHIGAN 48150 PHONE (734) 953-3335 FAX (734) 953-3324	DATE 11/22/21 DRAFTED BY WRD CHECKED BY WGD F.B. FILE: JOB # 18023	REVISIONS 03/17/2022 09/16/2022 11/28/2022 SH. 9



LANDSCAPING PLANTING PLAN scale: 1" = 60'



PLANT LIST

KEY	QTY.	BOTANICAL NAME	COMMON NAME	SIZE
STREET TREE PLANTING				
ARG	7	<i>Acer rubrum</i> 'Armstrong Gold'	Armstrong Gold Red Maple	3" cal. B&B
AS	4	<i>Acer saccharum</i> 'Legacy'	Legacy Sugar Maple	3" cal. B&B
CO	8	<i>Celtis occidentalis</i>	Northern Hackberry	3" cal. B&B
FSR	2	<i>Fagus sylvatica</i> 'Red Obelisk'	Red Obelisk European Beech	3" cal. B&
GBP	6	<i>Ginkgo biloba</i> 'Princeton Sentry'	Princeton Sentry Maidenhair Tree	3" cal. B&B
LSS	6	<i>Liquidambar styraciflua</i> 'Slender Silhouette'	Slender Silhouette American Sweetgum	3" cal. B&B
LT	10	<i>Liriodendron tulipifera</i>	Tuliptree	3" cal. B&B
QR	5	<i>Quercus rubra</i>	Red Oak	3" cal. B&B
TAM	7	<i>Tilia americana</i> 'McKsentry'	American Sentry Linden	3" cal. B&B
ALC	3	<i>Amelanchier laevis</i> 'Cumulus'	Cumulus Serviceberry	2" cal. B&B
MS	3	<i>Magnolia stellata</i> 'Royal Star'	Royal Star Magnolia	2" cal. B&B
DWELLING UNIT PLANTING				
PA	17	<i>Picea abies</i>	Norway Spruce	8' ht. B&B
PGD	18	<i>Picea glauca</i> 'Densata'	Black Hills White Spruce	8' ht. B&B
PS	3	<i>Pinus strobus</i>	Eastern White Pine	8' ht. B&B
PSF	15	<i>Pinus strobus</i> 'Fastigiata'	Fastigate Eastern White Pine	8' ht. B&B
ALC	8	<i>Amelanchier laevis</i> 'Cumulus'	Cumulus Serviceberry	2" cal. B&B
CV	7	<i>Crataegus viridis</i> 'Winter King'	Winter King Hawthorn	2" cal. B&B
MS	8	<i>Magnolia stellata</i> 'Royal Star'	Royal Star Magnolia	2" cal. B&B
SR	6	<i>Syringa reticulata</i> 'Ivory Silk'	Ivory Silk Japanese Tree Lilac	2" cal. B&B

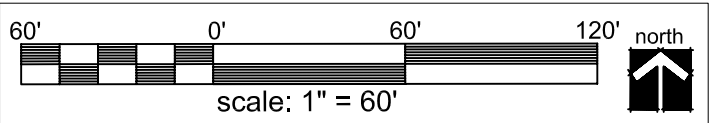
LANDSCAPE CALCULATIONS:

STREET TREE PLANTING

- * One (1) deciduous shade tree per lot for lots 65 feet in width and less
- * Two (2) deciduous shade trees per lot for lots 65 feet to 120 feet in width
- * Three (3) deciduous shade trees per lot for lots greater than 120 feet in width and corner lots

CLUSTER HOUSING

- * Two (2) deciduous or evergreen trees per dwelling unit (Cluster housing trees also used in the planting of the landscape easement to the south of the single family homes.)



ADDITIONAL NOTES:

- * NO ACCESSORY STRUCTURES ARE PROPOSED.
- * ADDITIONAL LANDSCAPE PLANT MATERIAL MAY BE NEEDED FOR SOME UNITS TO HELP REDUCE THE IMPACT OF ERRANT GOLF BALLS. THE INTENT OF THE DESIGN IS TO ALLOW THE HOMEOWNER TO CHOOSE BETWEEN OPEN VIEWS TO THE COURSE OR SCREENING FROM PLAY.
- * SCREENING IN THE FORM OF FOUNDATION PLANTING WILL BE ADDED FOR THE FRONT OF ANY EXPOSED UTILITY METER CLUSTERS AND FOR HEATING, VENTILATION, AND AIR CONDITIONING (HVAC) UNITS.

NOTES:

- * See Sheet LP - 1: LANDSCAPE PLANTING PLAN - EAST for the overall planting plan, plant list, and summary of landscape requirements for the single family development including planting for the detention ponds.
- * See Sheet LP - 3: LANDSCAPE NOTES & DETAILS for landscape notes, landscape construction details, and planting details.

date: July 20, 2021
revised:
03-17-2022 Revise for City review ltr.
dated February 16, 2022.
11-30-2022 Revise for site plan changes.
01-23-2023
02-16-2023 Revise for City review ltr.
dated February 8, 2023.

LANDSCAPE PLAN FOR:
Infinity Gateway, L.L.C.
Mr. Rino Soave
42400 Grand River Ave., Suite 112
Novi, Michigan 48375
(248) 449-8084

PROJECT LOCATION:
The Fairways at Gateway
W. Side of Merriman Road
at Augusta Drive
Romulus, Michigan

LANDSCAPE PLAN BY:
Nagy Devlin Land Design
31736 West Chicago Ave.
Livonia, Michigan 48150
(734) 634 9208

STATE OF MICHIGAN
J. BRIAN DEVLIN
NO. 1260
PROFESSIONAL LANDSCAPE ARCHITECT

Autocad Signature
ORIGINAL IN BLUE

LP - 2: LANDSCAPE PLANTING PLAN - WEST
* Base data provided by ARPEE / DONNAN, INC.

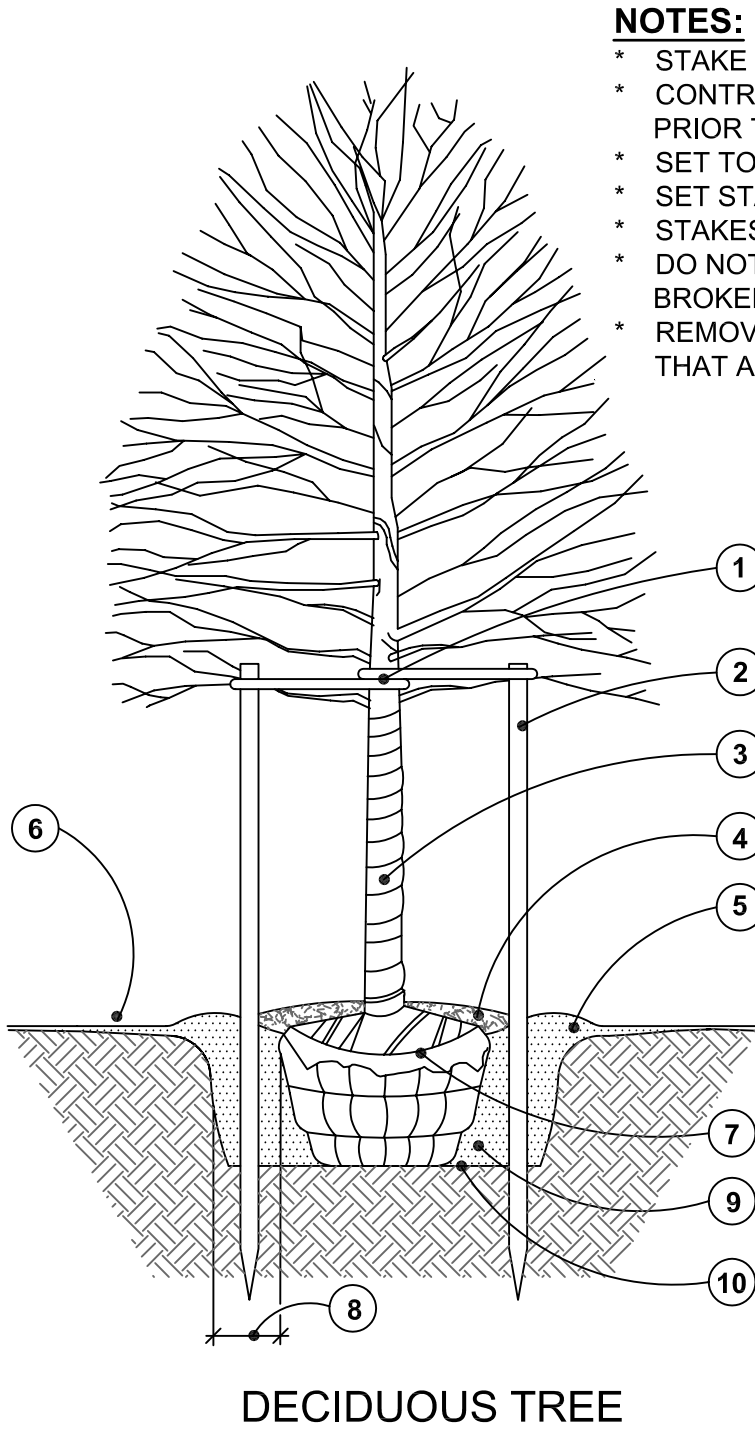
LANDSCAPE DEVELOPMENT NOTES:

PLANTING

1. Installation of all plant material shall be in accordance with the latest edition of the *American Association of Nurserymen Standards for Nursery Stock* and with the specifications set forth by the City of Romulus, Michigan.
2. The plant materials shall conform to the type stated on the plant list. Sizes shall be the minimum stated on the plant list or larger. All measurements shall be in accordance with the latest edition of the *American Association of Nurserymen Standards for Nursery Stock*.
3. The plant material shall be nursery grown and inspected by the Owner's representative before planting. The Owner's representative reserves the right to reject any plant material at any time.
4. Plants designated "B&B" shall be balled and burlapped with firm balls of earth. Dig shrub pits one foot (1') larger than the shrub rootball, tree pits three (3) times the width of the tree rootball and backfill with one (1) part topsoil and one (1) part soil from excavated pit. Plant trees and shrubs at the same grade level at which they were planted at the nursery. If wet, clay soils are evident, plant trees and shrubs slightly higher.
6. The Contractor is responsible for planting the materials at the correct grades and spacing. The plants shall be oriented to give the best appearance.
7. When the plant has been properly set, the pit shall be backfilled with the topsoil mixture, gradually filling, patting, and settling with water.
8. Trees in lawn areas to have a four foot (4') circle of mulch, four inches (4') deep, and three inches (3") away from the trunk. Shrub beds are to be mulched with shredded bark mulch to a minimum depth of four inches (4"). Only natural color shredded hardwood bark mulch will be accepted.
9. Remove all twine, wire, and burlap from the top one third (1/3) of tree and shrub root balls and from tree trunks. Remove all non-biodegradable material such as plastic or nylon completely from branches and stems.
10. All plant materials shall be pruned and injuries repaired. The amount of pruning shall be limited to the removal of dead or injured limbs and to compensate for the loss of roots from transplanting. Cuts should be flush, leaving no stubs. DO NOT apply tree paint to freshly cut wounds. Shrubs along the site perimeter shall be allowed to grow together in a natural form.
11. Organic, friable topsoil shall be evenly distributed and fine graded over all areas to receive lawns at uniform depth of four inches (4") after settlement.
12. All lawn areas shall be sodded with a Grade A Kentucky Blue Grass blend over the topsoil.
13. All plantings shall be completed within three (3) months, and no later than November 30, from the date of issuance of a certificate of occupancy if such certificate is issued during the April 1 thru September 30 period; if the certificate is issued during the October 1 thru March 31 period, the planting shall be completed no later than the ensuing May 31; plantings shall thereafter be reasonably maintained, including permanence and health of plant materials to provide a screen to abutting properties and including the absence of weeds and refuse.

14. Plant trees and shrubs no closer than the following minimum distances from sidewalks, curbs, and parking stalls:

a. Shade/Canopy Trees	Three feet (3')
b. Ornamental/Flowering Trees	Five feet (5')
c. Evergreen Trees	Five feet (5')
d. Evergreen/Flowering Shrubs	Four feet (4').
 15. Backfill directly behind all curbs and along sidewalks and compact to the to of curbs or walk to support vehicle and pedestrian weight without settling.
 16. All landscape areas, especially parking lot islands and landscape beds next to buildings shall be excavated of all building materials and poor soils to a depth of twelve inches to eighteen inches (12"-18") and backfilled with good, medium-textured planting soil (loam or light yellow clay loam). Add four inches to six inches (4"-6") of topsoil over the fill material and crown a minimum of six inches (6") above the top of curbs and/or walks after earth settling unless otherwise noted on the landscape plan.
 17. Conversion of all asphalt and gravel areas to landscape planting beds shall be done in the following manner: a. Remove all asphalt, gravel, and compacted earth to a depth of six inches to eighteen inches (6"-18") depending on the depth of the sub base and dispose of off site; b. Call the City for an inspection prior to backfilling; c. Replace excavated material with good, medium-textured planting soil (loam or light yellow clay loam) to a minimum of two inches (2") above the top of the curb and sidewalk, add four inches to six inches (4"-6") of topsoil and crown to a minimum of six inches (6") above the adjacent curb and walk after earth settling, unless otherwise noted on the landscape plan.
- If conversion from asphalt to landscape occurs in or between an existing landscape area(s), replace excavated material from four inches to six inches (4"-6") below adjacent existing grade with good, medium-textured planting soil (loam or light yellow clay loam) and add four inches to six inches (4"-6") of topsoil to meet existing grades after earth settling.
18. Edging shall consist of Ryerson Steel edging or approved equivalent.
 19. Elevate the rootballs of Yew shrubs to allow for better drainage.



PLANTING DETAILS

MATERIAL

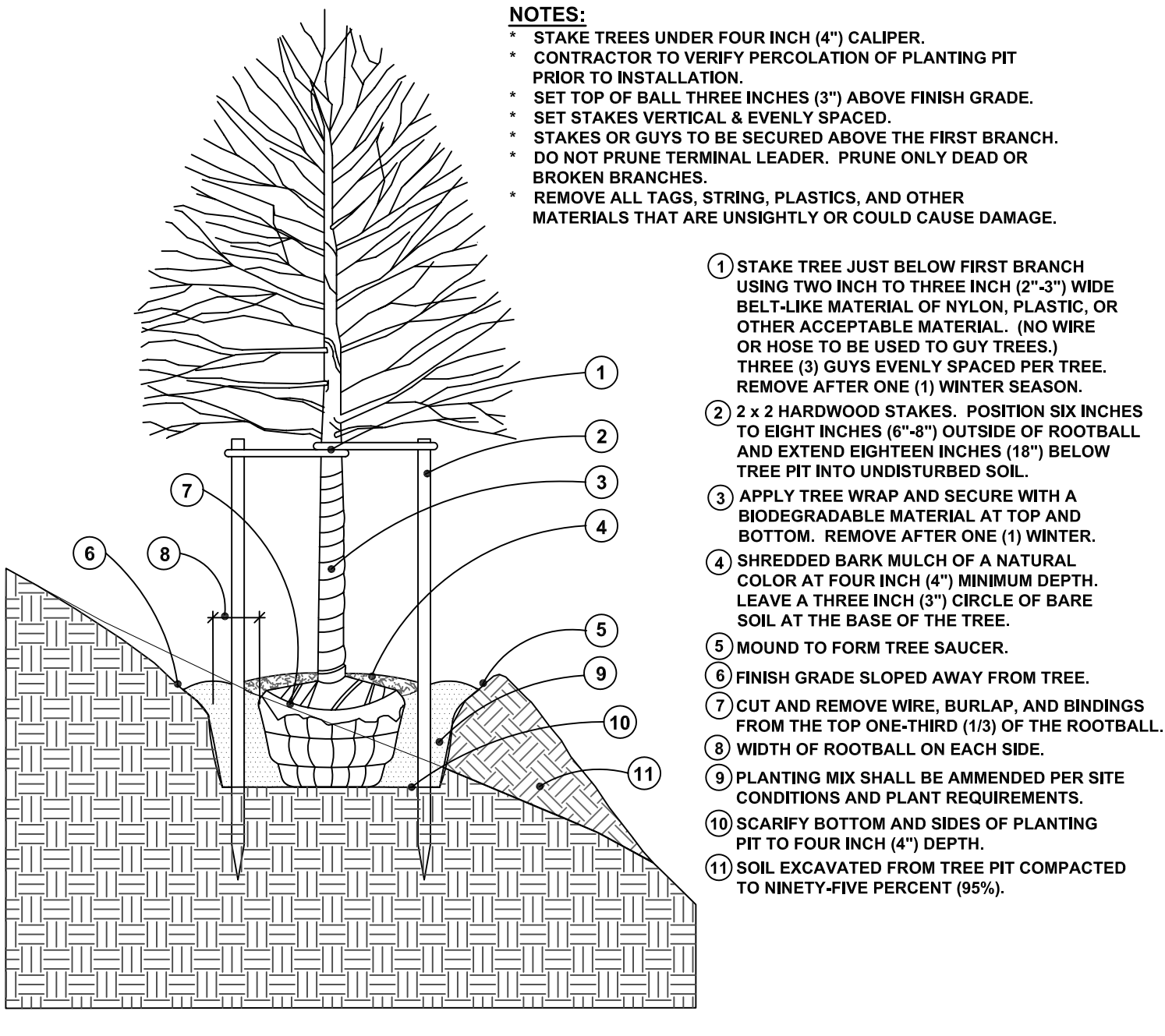
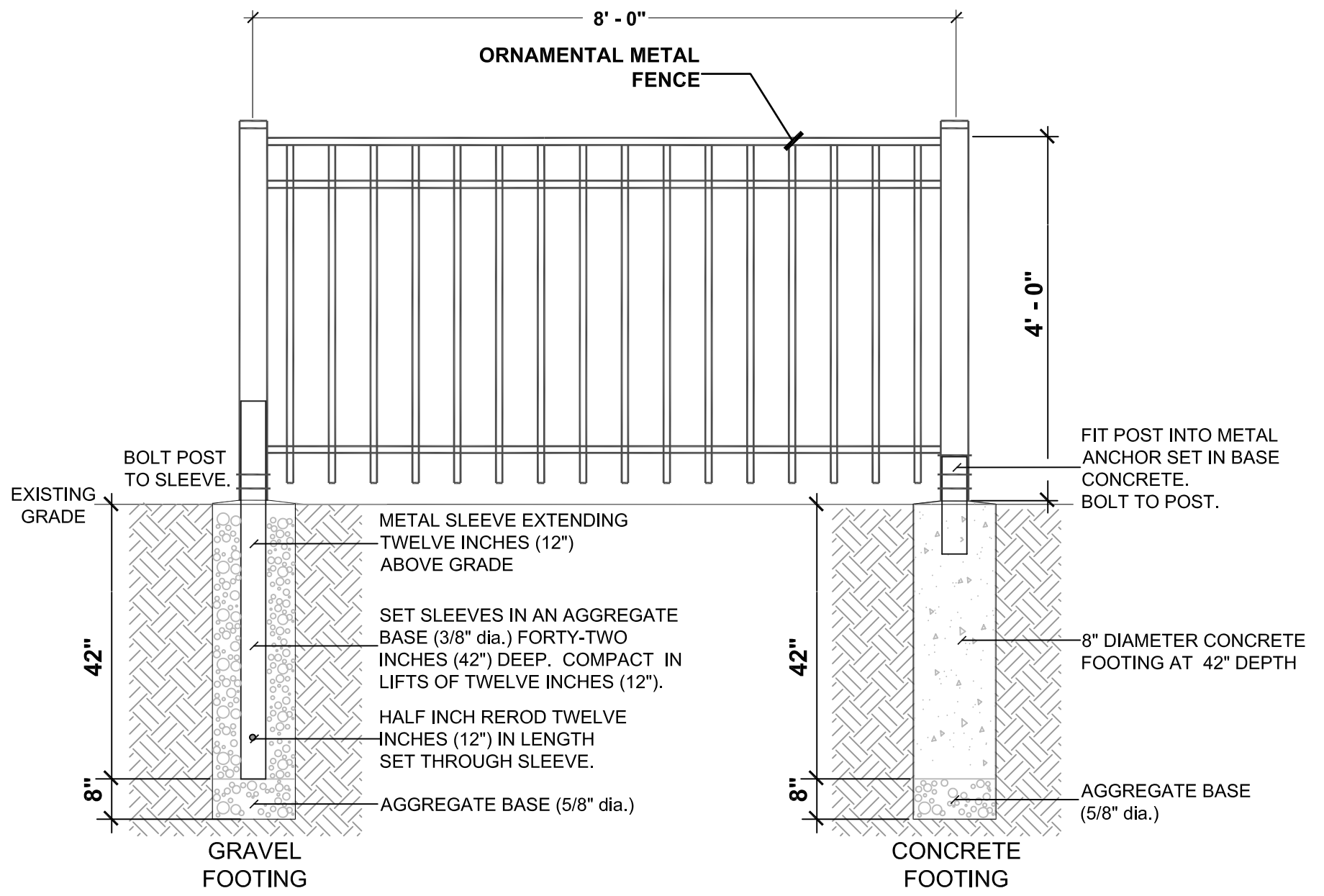
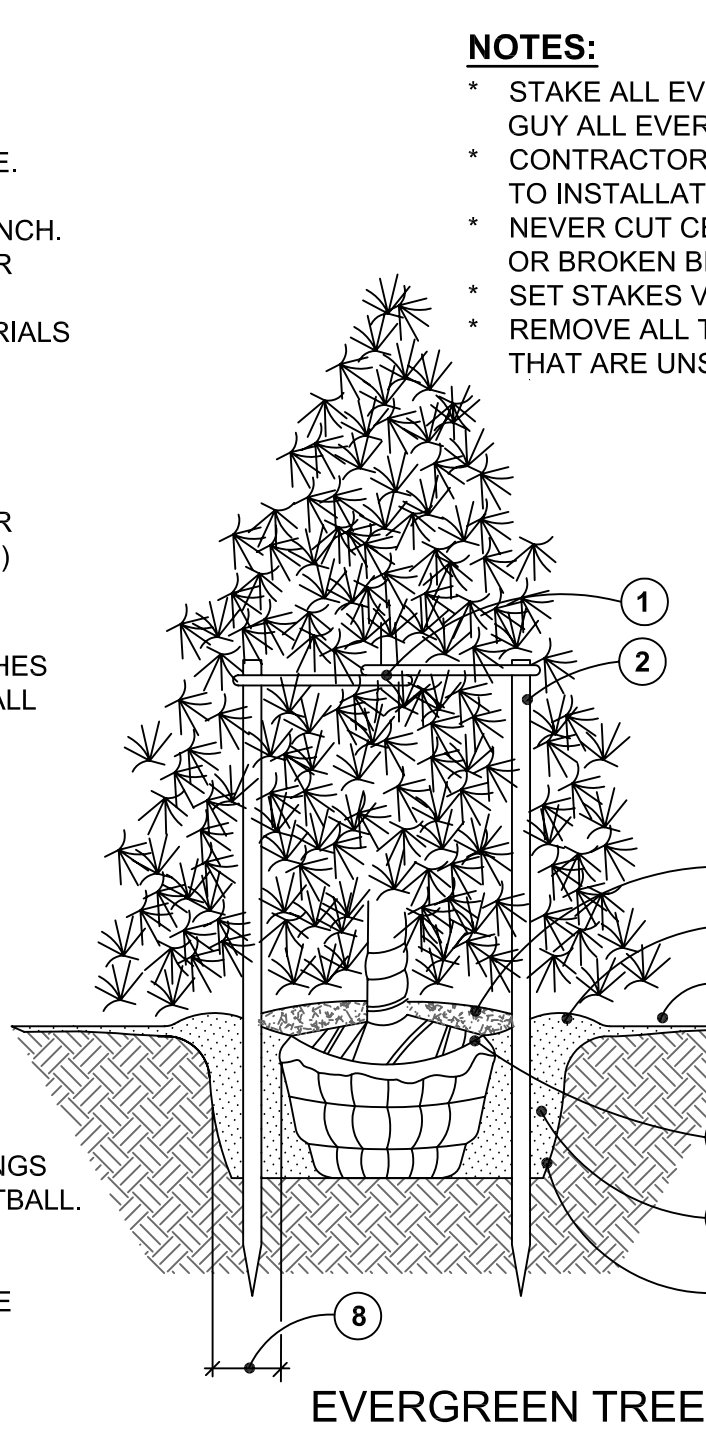
1. Required landscape material shall satisfy the criteria of the American Association of Nurserymen Standards for Nursery Stock and be: a. Nursery grown; b. State Department of Agriculture inspected; c. No. 1 grade material with a straight, unscarred trunk, and well-developed uniform crown (park grade trees will not be accepted); d. Staked, wrapped, watered, and mulched according to the details provided; and e. Guaranteed for one (1) year.
2. Topsoil shall be friable, fertile soil of clayloam character containing at least five percent (5%) but not more than twenty percent (20%) by weight of organic matter with a pH range between 6.0 and 7.0. The topsoil shall be free from clay lumps, coarse sand, plant roots, sticks, and other foreign materials.
3. The seed mixture shall consist of the following types and proportions: Kentucky Blue Grass blend "Baron/Sheri/Adelphi" @ sixty percent (60%), Chewing Fescue @ twenty-five percent (25%), Creeping Red Fescue @ ten percent (10%), and Perennial Rye Grass @ five percent (5%). Weed content shall not exceed one percent (1%). The mix shall be applied at a rate of 200 pounds per acre.
4. Sod shall be two (2) year old "Baron/Sheri/Adelphi" Kentucky Blue Grass blend grown in a sod nursery on loam soil.
5. Callery Pear (*Pyrus calleryana*) and Norway Maple (*Acer platanoides*) shall not be substituted for any tree species in the plant list. Contact the Landscape Architect for acceptable plant substitutions.

GENERAL

1. Do not plant deciduous or evergreen trees directly over utility lines or under overhead wires. Maintain a six foot (6') distance from the centerline of utilities and twenty feet (20') from the centerline of overhead wires for planting holes. Call MISS DIG forty-eight (48) hours prior to landscape construction for field location of utility lines.
2. The Contractor agrees to guarantee all plant material for a period of one (1) year. At that time, the Owner's representative reserves the right for a final inspection. Plant material with twenty-five percent (25%) die back, as determined by the Owner's representative shall be replaced. This guarantee includes the furnishing of new plants, labor, and materials. These new plants shall also be guaranteed for a period of one (1) year.
3. The work shall consist of providing all necessary materials, labor, equipment, tools, and supervision required for the completion as indicated on the drawings.
4. All landscape areas including landscape berms, detention pond, and parking lot islands shall be irrigated by an automatic underground irrigation system. Lawns and shrub/landscape areas shall be watered by separate zones to minimize overwatering.
5. All written dimensions override scale dimensions on the plans.
6. Report all changes, substitutions, or deletions to the Owner's representative.
7. All bidders must inspect the site and report any discrepancies to the Owner's representative.
8. All specifications are subject to change due to existing conditions.
9. The Owner's representative reserves the right to approve all plant material.
10. All ground mounted mechanical units shall be screened on three (3) sides with living plant material.

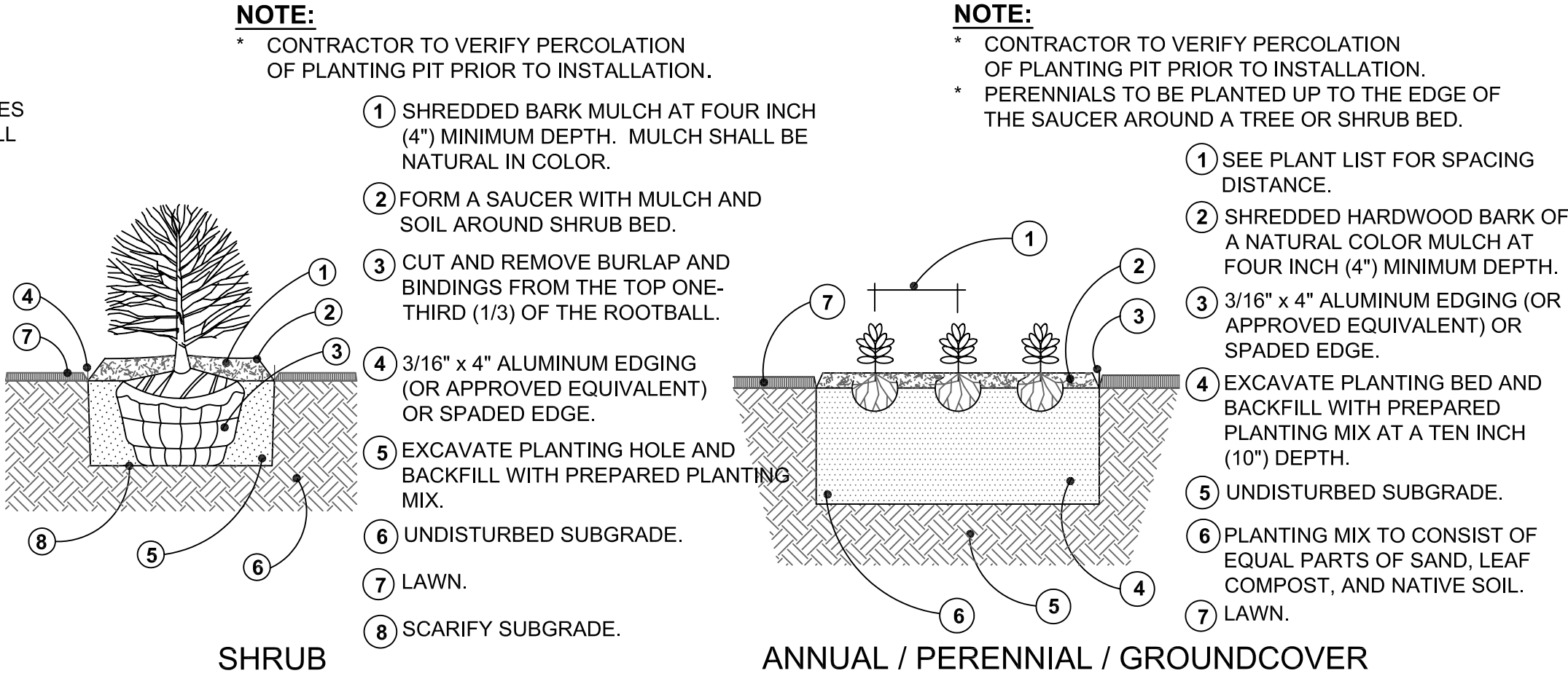
MAINTENANCE OF GENERAL LANDSCAPE AREAS

1. The Owner of the landscaping shall perpetually maintain such landscaping in good condition so as to present a healthy, neat, and orderly appearance, free from refuse and debris.
2. The Owner shall conduct a seasonal landscape maintenance program including regular lawn cutting (at least once per week during the growing season), pruning at appropriate times, watering, and snow removal during winter.
3. The Contractor is responsible for watering and maintenance of all seed areas until a minimum of ninety percent (90%) coverage, as determined by the Owner's representative.
4. All diseased and/or dead material shall be removed within sixty (60) days following notification and shall be replaced within the next appropriate planting season or within one (1) year, whichever comes first.
5. Any debris such as lawn clippings, fallen leaves, fallen limbs, and litter shall be removed from the site on a weekly basis at the appropriate season.
6. All planting beds shall be maintained by removing weeds, fertilizing, and replenishing mulch as needed.
7. Annual beds shall be kept free of weeds and mulched with sphagnum peat of a neutral pH as needed. Perennial beds shall be kept free of weeds and mulched with fine textured shredded bark as needed. Cut spent flower stalks from perennial plants at regular intervals.



GENERAL NOTES FOR ALL PLANTINGS:

- * DO NOT CUT CENTRAL LEADER.
- * REMOVE ALL TAGS, STRINGS, PLASTICS, AND ANY OTHER NON-BIODEGRADABLE MATERIALS (EXCEPT LABEL FOR PLANT NAME) FROM PLANT STEMS OR CROWN WHICH ARE UNSIGHTLY OR COULD CAUSE GIRDLING.
- * PLANTS SHALL BEAR THE SAME RELATION TO FINISH GRADE AS IT BORE TO THE PREVIOUS GRADE IN THE NURSERY. SET THE BASE OF THE PLANT SLIGHTLY HIGHER THAN EXISTING GRADE IF PLANTING IN CLAY SOILS.
- * CENTER THE ROOTBALL IN THE PLANTING HOLE. LEAVE THE BOTTOM OF THE PLANTING HOLE FIRM. USE WATER TO SETTLE THE PLANTING MIX AND REMOVE ANY AIR POCKETS AND FIRMLY SET THE TREE OR SHRUB. GENTLY TAMP IF NEEDED.



NOTES:

- * See Sheet LP - 1: LANDSCAPE PLANTING PLAN - EAST for the overall planting plan, plant list, and summary of landscape requirements for the single family development including planting for the detention ponds.
- * See Sheet LP - 2: LANDSCAPE PLANTING PLAN - WEST for the overall planting plan, plant list, and summary of landscape requirements for the attached units.

date: July 20, 2021

revised:

03-17-2022 Revise for City review ltr.

dated February 16, 2022.

11-30-2022 Revise for site plan changes.

01-23-2023 Add fence detail.

02-16-2023

LANDSCAPE PLAN FOR:

Infinity Gateway, L.L.C.

Mr. Rino Soave

42400 Grand River Ave.

Suite 112

Novi, Michigan 48375

(248) 449-8084

LANDSCAPE PLAN BY:

Nagy Devlin Land Design

31736 West Chicago Ave.

Livonia, Michigan 48150

(734) 634 9208

PROJECT LOCATION:

The Fairways at Gateway

W. Side of Merriman Road

at Augusta Drive

Romulus, Michigan



INFINITY HOMES & CO

THE FAIRWAYS AT
Gateway
GOLF COMMUNITY
PHASE V



InfinityHomesCorp.com

INFINITY HOMES & Co

EST. 2000

For nearly 22 years now, we're proud to say that we have made the American dream of owning a new home a reality for over 2,500 families across Southeastern Michigan. Over the past decade, we have developed & built nearly 350 homes in Romulus alone amounting to over a \$100,000,000 in investment in our community, helping add to the city's tax base which has led further to population growth that further supports our schools, local business & services.



INFINITY HOMES & Co

THE FAIRWAYS AT *Gateway* GOLF COMMUNITY

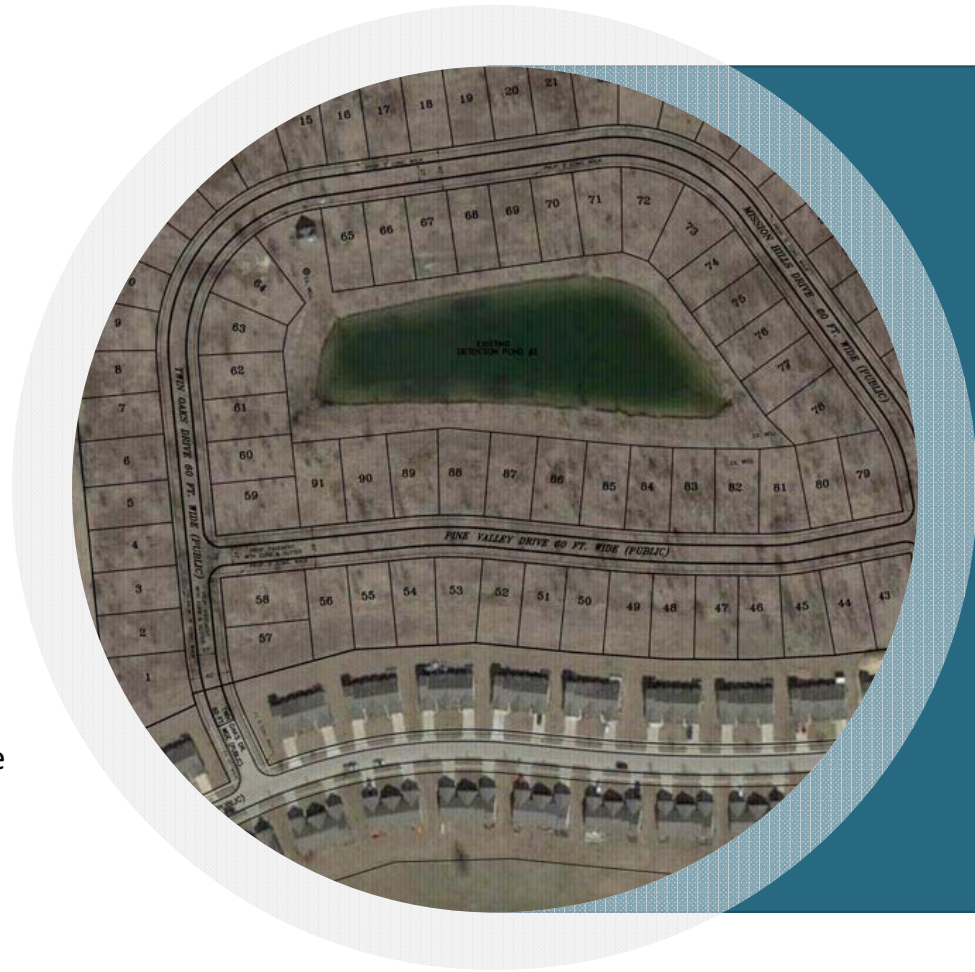
Community Background

- Developed originally in 1995 as Legacy Golf Estates which consisted of a 330 acre mixed residential use community and an 18 hole golf course.
- Original plan allowed for up to 661 Residential Units (363 Single Family Units – plex units & 206 duplex units)
- The community since that time has undergone several revisions to its PDA
- 2008/10 Housing Recession caused the property and golf course to into foreclosure
- Infinity purchased the remaining 129 units in Phase 3 & 4 along with duplex units along St. Andrews in 2013 and re-opened up sales in Summer of 2013
- Remaining vacant 35+/- acres was purchased by Infinity from the original developer in 2019



PROPOSAL PHASE V

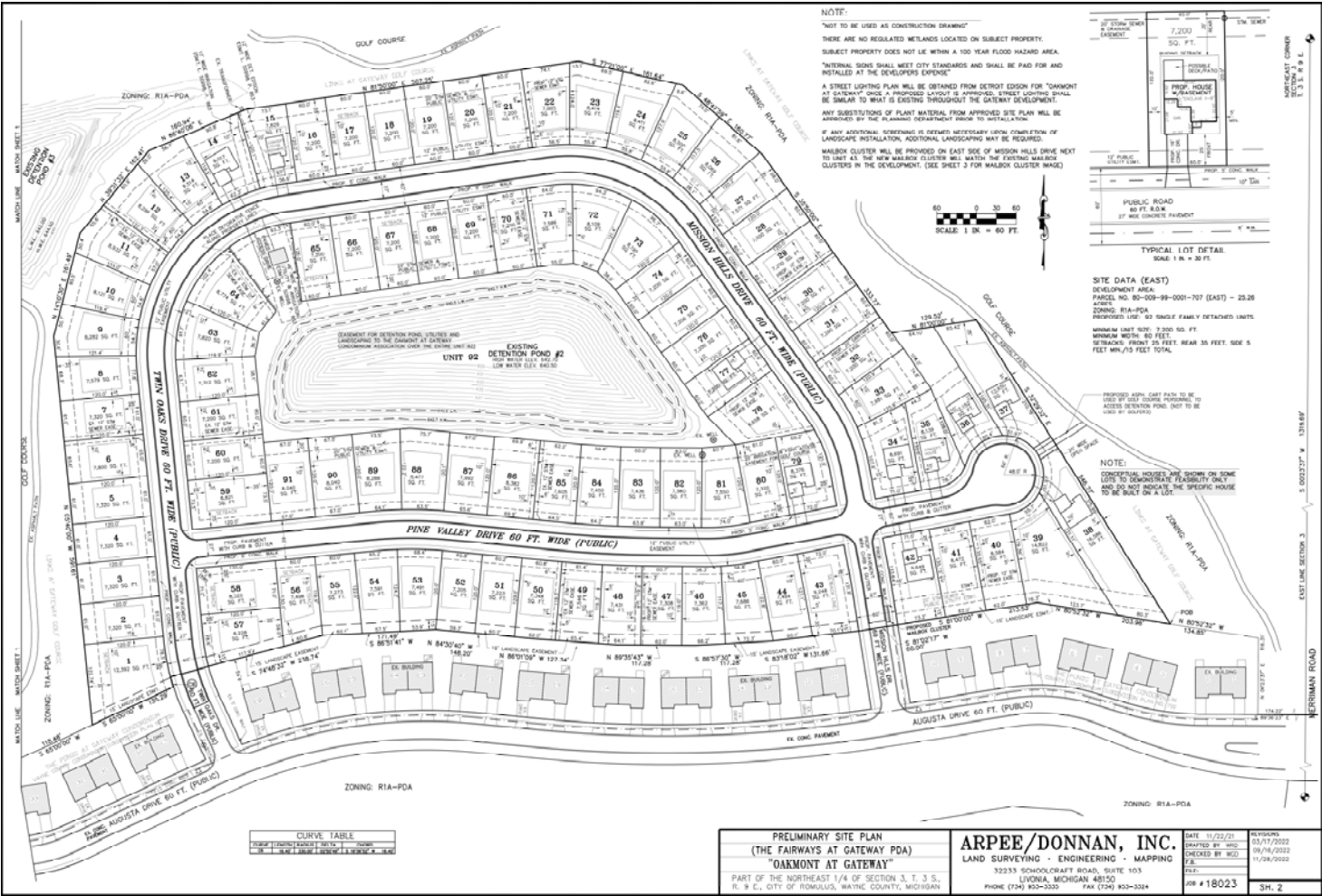
- Completion of development that will consist of redeveloping the existing previously approved 168+/- Duplex Units into 2 new phases made up of 1). The Oakmont Phase that will make up 91 single family homes than the approved 112 duplex units and 2). The Bluffs Phase that will make up 53 attach ranch style condominium homes to replace the 56 duplex units
- We have worked extensively with the City, HOA & golf course owners the past 1.5 years to come to a plan that now everyone seems to be in agreement with
- Drafts of the modified PDA & maintenance agreements have been in continual discussions since last spring 2022 and now have been finalized for execution
- Upon receiving final entitlement approvals from The City of Romulus City Council, we are looking to proceed with the next phase of permit approvals from County and applicable state jurisdictions and construction is expected to commence sometime in late spring of 2023



PROPOSED SITE PLAN COMMUNITY OVERVIEW



OAKMONT PHASE SINGLE FAMILY HOMES (SITE PLAN & PROPOSED HOMES)



OAKMONT SINGLE FAMILY HOMES



NANTUCKET

1,395 SF Colonial
3 Bedrooms 2.5 Bathrooms



TRAVERSE

1,550 SF Ranch
3 Bedrooms 2 Bathrooms



GREENWICH

1,620 SF Colonial
3 Bedrooms 2.5 Bathrooms



OAKHURST

1,700 SF Ranch
2-3 Bedrooms 2-2.5 Bathrooms



PENINSULA

1,735-1,980 SF Colonial
3 Bedrooms 2.5 Bathrooms



COLUMBIA

1,875-1,980 SF Colonial
3-4 Bedrooms 2.5 Bathrooms



ENCLAVE

2,032 SF Colonial
4 Bedrooms 2.5 Bathrooms



ENCLAVE II

2,172 SF Colonial
4 Bedrooms 2.5 Bathrooms



TOWNSEND

2,249 SF Colonial
4 Bedrooms 2.5 Bathrooms



MADISON

2,230 SF Colonial
4 Bedrooms 2.5 Bathrooms



LARCH

2,400 SF Colonial
4 Bedrooms 2.5 Bathrooms



LARCH II

2,700 SF Colonial
4 Bedrooms 2.5 Bathrooms

BLUFFS PHASE MULTI-FAMILY HOMES (SITE PLAN AND PROPOSED HOMES)



BLUFFS

PROPOSED RANCH STYLE HOME ELEVATIONS



LAKWOOD MODEL

1,266 SF Ranch
2 Bedrooms 2 Bathrooms

TRIBUTE MODEL

1,633 SF Colonial
3 Bedrooms 3 Bathrooms

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