

Segment: 4981.93 Feet Totals: 15689.94 Feet Acres: 230.03 Ac. Sq.Ft.: 10020173.43 SqFt

Layers Legend Search Contact

Identify Results

Parcel Number: T-20-03-200-020
 Owner: LINCOLN DEVELOPMENT CO LLC
 Co-Owner:
 Address: WHITTAKER RD
 Jurisdiction: TOWNSHIP OF AUGUSTA
[Basic Parcel Info](#)
[Detailed Parcel Info - will open in new window](#)
[View Permits - will open in new window](#)

[Return to Identify List](#)

- Identify
- Measure
- Clear Measure
- Clear All
- Print Map
- Zoom In
- Zoom Out
- Zoom Prev
- Full View
- Pan
- Show Overview Map

Application for Rezoning

DATE: 1/25/2010

STAMP RECEIVED



Augusta Charter Township
8021 Talladay Road, P.O. Box 100
Whittaker, MI 48190
Phone 734-461-6117, Fax 734-461-6379
www.augustatownship.org

WAIVED
RM 2/3/2010
STAMP PAID

TOWNSHIP FILE

RZ - 10 - 01

RELATED FILES

PUD JAN 1998

Biltmore - Lincoln Farms.

PAYMENT INFORMATION

Escrow Deposit: \$2,000.00 Fee: \$400.00

Total Amount Paid \$ _____

Paid via Cash Check # _____

Rec'd By _____ Receipt # _____

G/L# _____

GENERAL INFORMATION

Name(s) of Legal Property Owner(s) Larry Roome
 Street Address (Street # & Name or P.O. Box) 7270 Rosbolt Rd
 City Milan State Mi Zip 48160 Email roome.larry@johndeere.com
 Phone 734 646-9045 Fax _____ Cell _____
 Name of Petitioner (if Different from Owner) Augusta Township Planning Commission (Tobler)
 Company _____ Interest in Property Governmental
 Street Address (Street # & Name or P.O. Box) 8021 Talladay Rd POB100
 City Whittaker State Mi Zip 48190 Email wtobler@augustatownship.org
 Phone 734-587-3631 Fax 734-461-6379 Cell _____

REZONING INFORMATION

Tax ID Number(s) T20-03-100-007, T20-03-200-017, 018, 019, 020 & 028 Land Area in Acres: 231.77
 Address: SE corner Bemis & Whittaker
 Legal Description is attached. A copy of all the property's Deed Restrictions is attached.
 A scaled map of the property, correlated to the legal description, and location map attached.
 Pre-Application Conference held with Planning Commission Date: _____
 Current Zoning of Property: PUD Requested Zoning: AR
 If rezoned, the property will be put to the following use: Farming
 Conditional Rezoning Proposed (Reference Zoning Ordinance Article 16 Section 7)
 Copy of proposed conditions attached

REZONING CONSIDERATIONS

The following factors are considered by the Planning Commission in making determinations on proposed rezonings. On a separate sheet of paper, describe how the proposed rezoning addresses each of the following:

1. Whether the rezoning is consistent with the policies and uses proposed for that area in the Township's Master Land Use Plan;
2. Whether all of the uses allowed under the proposed rezoning would be compatible with other zones and uses in the surrounding area;
3. Whether any public services and facilities would be significantly adversely impacted by a development or use allowed under the requested rezoning;
4. Whether the uses allowed under the proposed rezoning would be equally or better suited to the area than uses allowed under the current zoning of the land;
5. Whether the condition and/or value of property in the Township or in adjacent civil divisions would be significantly adversely impacted by a development or use allowed under the requested rezoning;
6. Whether or not the requested zoning change is justified by a change in conditions since the original ordinance was adopted or by an error in the original ordinance; and
7. Whether precedents might result from approval or denial of the petition, and the possible effects of such precedents.

AFFIDAVIT

By submitting this application, authority is given to Township representatives to physically view and inspect the property.

The undersigned says that (s)he is the Petitioner involved in this Application, and that the foregoing answers and statements herein contained, and the information herewith submitted are, in all respects, true and correct to the best of his/her knowledge and belief.

Petitioner Signature SEE "Termination Agreement" Date _____

If the Petitioner and Property Owner are NOT the same individual, the Property Owner, by signing below, says that they have given the Petitioner permission to submit this Application, and accepts that all obligations assumed by the Petitioner in the course of pursuing this Application will become those of the Property Owner should the Petitioner fail to satisfy them.

Property Owner Signature _____ Date _____

IMPORTANT NOTICE

The Augusta Charter Township Board of Trustees, at their May 24, 2005 meeting, adopted the resolution "adopting a ten percent (10%) fee for Zoning Administration. The fee will be added onto the new currently monthly charges."

The Augusta Charter Township Board of Trustees, at their June 14, 2005 meeting, directed the Clerk's office to invoice applicants, with either new applications and/or applications pending at the effective date of this motion, the costs incurred for engineering, planning and legal services provided by the township in excess of funds deposited by the applicant for this application. The applicant shall reimburse the township for the cost overruns within 30 days of their approval otherwise the approval shall be revoked.

The Augusta Charter Township Board of Trustees took action on January 3, 2008, directing the Clerk's Office to issue STOP Work Orders and subsequent RESUME Work Orders to the township's development review professionals (Engineer, Planner and Attorney).

STOP Work Orders will be issued by the Clerk when the escrow balance on the month end invoice falls below the established \$2,000.00 minimum balance. Notice of the deficient escrow balance is located on the invoice.

RESUME Work Orders will be issued by the Clerk contingent upon receipt of email notification from the Treasurer that (A) a payment has been made and (B) has cleared the bank within 5 business days and (C) that the amount of the deposit was sufficient to bring the escrow balance above the established \$2,000.00 limit.

If you have any questions about the escrow deposit and minimum balance requirement, STOP Work Orders or RESUME Work Orders, please contact the Township Clerk, Kathy Giszczak, at 734-461-6117, ext. 201 or via email to kgiszczak@augustatownship.org.

FOR CONDITIONAL REZONING ONLY

Time Period for Establishing Development or Use – The approved development and/or use of the land must be commenced upon the land within 18 months after the rezoning under this Section took effect, and thereafter proceed diligently to completion. {Reference Zoning Ordinance Article 16.7(G)}

Reversion of Zoning – If approved development and/or use of the rezoned land does not occur within the time frame specified under subsection G, then the land shall revert to its former zoning classification as set forth in Section 405(2) of the Michigan Zoning Enabling Act (P.A. 110 of 2006). {Reference Zoning Ordinance Article 16.7(H)}

Subsequent Rezoning of Land – When land that is rezoned with a Statement of Conditions is thereafter rezoned to a different zoning classification or to the same zoning classification but with a different or no Statement of Conditions, whether as a result of a reversion of zoning pursuant to Subsection H above or otherwise, the Statement of Conditions imposed under the former zoning classification shall cease to be in effect. {Reference Zoning Ordinance Article 16.7(I)}

SUBMISSION

Date Rec'd. 2/3/2010 by [Signature]

Application form completed and signed by the Petitioner and/or Property Owner.

Application form accompanied by Preliminary Site Plan application. N/A.

Twelve (12) copies of all plans and supplemental information provided. N/A.

Applications must be received twenty-eight (28) days prior to the next Planning Commission meeting to be eligible for placement on the agenda.

PAYMENT

~~Escrow Deposit: \$2,000.00~~

~~Fee: \$400.00~~

Amount Paid \$ N/A Rec'd By _____

Paid Via Cash Check # _____

Received # _____ G/L # _____

FILING

For all new applications, a Township file number must be assigned and a new file must be created.

Township File No.: RZ - 10 - 01

Related Township Files cross-referenced

Application tracking spreadsheet updated

Original application and one copy of all materials retained for Township File

One copy of all materials delivered to: N/A

Township Engineer for review N/A

Township Attorney for review N/A

Nine copies of all materials delivered to Township Planner for review and distribution to the Planning Commission to set Public Hearing Date N/A

Copy of application, with copy of payment, forwarded to Clerk N/A

CC to ORIG "PUD JAN 1998" files (Baltimore Lincoln Parkus)

PLANNING COMMISSION ACTION

Date of first PC Agenda: _____

Date of Public Hearing: _____

Notice of public hearings for rezoning must be published in the newspaper five (5) to fifteen (15) days prior to the hearing, and distributed to the owners and occupants of all properties within 300 feet (if the subject property is zoned SR-1, SR-2 or LR) or 500 feet (if the subject property is zoned AG, AR, RR, C).

Legal Notice of Public Hearing delivered to newspaper for publication.
Date of publication: _____

Legal Notice of Public Hearing distributed to owners and occupants of surrounding property (see above). Date: _____
(List of recipients to be included in Township File.)

Notice posted at Township Hall.
Date: _____

The following groups have provided reviews, which are included in the Township File.

Planner Engineer Attorney

Other _____

Planning Commission Action (Choose One):

Approved Date _____

Approved w/Conditions (Description Attached)
Date _____

Denied Date _____

PC Secretary Signature _____ Date _____

Copy of PC Action included in Township File

BOARD OF TRUSTEES ACTION

Date of BOT Agenda _____

Approved Date _____

Denied Date _____

Township Clerk Signature _____ Date _____

Copy of BOT Action included in Township File

Notice of Adoption Published by Clerk
Date of Publication _____

Final Invoice Paid

Township Clerk Signature _____ Date _____

Copy of BOT Action to Assessor

**AGREEMENT TO TERMINATE THE
AUGUSTA CHARTER TOWNSHIP
PLANNED UNIT DEVELOPMENT AGREEMENT
DATED DECEMBER 5, 2001, AS MODIFIED BY
AMENDMENT DATED OCTOBER 20, 2004,
WTH LINCOLN DEVELOPMENT CO., LLC**

Recitals

Whereas, on December 5, 2001, Lincoln Development Co., LLC, whose address is 2025 W. Long Lake Rd, Troy, M 48098 (hereinafter referred to as Developer) entered into a **Planned Unit Development Agreement**, as modified by **Amendment dated October 20, 2004** (which agreement, as amended, is referred to herein as the **PUD Agreement**) with **Augusta Charter Township**, whose address is 8021 Talladay Rd, Whittaker, MI 48190 (hereinafter referred as the **Township**) for property totaling approximately 231.95 acres located near the corner of Bemis and Whittaker Roads, said legal description being attached hereto and incorporated by reference and labeled Exhibit A; and

Whereas, the **PUD Agreement**, was deemed, inter alia, to be a restrictive covenant “. . . which shall run with the land and be binding on, and shall inure to the benefit of the parties and their successors and assigns,” was recorded with the Washtenaw County Register of Deeds on **December 13, 2001**, being liber 4076, Page 246; and

Whereas, the only permitted principal use allowed by the **PUD Agreement** was for the construction of up to 418 “. . . detached single family dwellings and permitted accessory buildings;” and

Whereas, the **PUD Agreement** required the **Township**, inter alia, “. . . to allocate and reserve 393 REU’s of sanitary sewer treatment plant capacity to the developer. . .;” and

Whereas, the **PUD Agreement** required the **Developer** to pay to the **Township** the sum of \$141 per reserved REU annually “. . . for all remaining lots for which no certificate of occupancy has been requested . . .” which is “. . . the actual amount the **Township** must pay for reservation of sewer capacity under the YCUA/ Augusta sewer contract,” and

Whereas, the Developer agreed to reimburse the Township for all costs incurred by its professional consultants, including but not limited to the Township's planner, engineer, and attorney; and

Whereas, the PUD Agreement stated, inter alia, that said agreement "... may not be modified, replaced, amended or terminated without the prior written consent of the parties to this Agreement," and

Whereas, the Developer has advised the Township of its desire to terminate the PUD Agreement in accordance with the provisions set forth in paragraph 3.4 entitled "Modifications" and sell the property to an individual for purposes of farming as opposed to the construction of 418 single family detached dwelling units; and

Whereas, the Developer has agreed to remit the sum of \$15,000 to the Township, for reimbursement of costs incurred by the Township's professional consultants, at the real estate closing which is anticipated in January, 2010, in consideration of the Township's execution of this Termination Agreement, which, if approved by the Township, will release the Developer of any further financial obligations pursuant to the PUD Agreement and will revert the 231.95 acres back to its original zoning classification of Agricultural Residential (AR).

Now Therefore, in consideration of the premises and the mutual covenants of the parties described in this Termination Agreement and with the express understanding that this Termination Agreement contains important and essential terms as part of the termination of the PUD Agreement, the Parties agree as follows:

1. **Recitals Part of this Agreement.** The Developer and the Township acknowledge and represent that the foregoing Recitals are true, accurate, and binding on the respective parties and are an integral part of this Agreement.

2. **Termination of PUD Agreement.** Upon the Township's receipt of \$15,000 from the Developer, pursuant to a check made payable to Augusta Charter Township, for reimbursement of costs incurred by the Township's professional consultants during the review process, the PUD Agreement between the Developer and the Township shall be terminated pursuant to the provisions as set forth in paragraph 3.4 entitled "Modifications". Developer expects to make the payment described in the preceding sentence (Termination Payment) at the closing of the sale of the real estate described on Exhibit A in January, 2010. Furthermore upon execution of the Termination Agreement by the authorized representatives of the Township and the Developer, and Developer's delivery of the Termination Payment to the Township, both parties shall be mutually released from any and all obligations as set forth in the PUD Agreement.

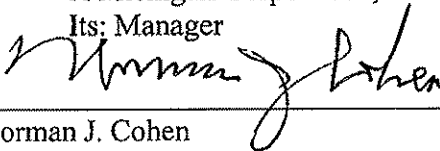
3. **Zoning District.** The Township acknowledges and represents that upon the execution of the Termination Agreement by the authorized Township officials and the Developer, and Developer's delivery of the Termination Payment to the Township, that the property totaling approximately 231.95 acres located East of Whittaker Road and South of Bemis Road (Exhibit A) will immediately revert back to its original zoning classification of Agricultural Residential (AR).

4. **Recording of Agreement.** Promptly after **Developer's** delivery of the **Termination Payment** to the **Township**, the closing agent for the title company shall record this **Termination Agreement** with the Washtenaw County Register of Deeds and shall provide a true copy to the **Township** and the **Developer**. All costs associated with the recording of the **Termination Agreement** shall be borne by the **Developer**.

Developer:
Lincoln Development Co., LLC
A Michigan Limited Liability Company

Township:
Augusta Charter Township

By: Biltmore Properties Corporation
A Michigan Corporation,
Its: Manager



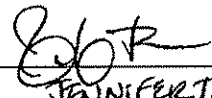
Norman J. Cohen
Its: President

Its: Supervisor

Its: Clerk

STATE OF MICHIGAN)
)ss
COUNTY OF Oakland)

The foregoing instrument was acknowledged before me this 22 day of January, 2010, by Norman J. Cohen, President of Biltmore Properties Corporation, a Michigan corporation, Manager of Lincoln Development Co., LLC, a Michigan limited liability company, on behalf of said company.



Jennifer Tripoli, Notary Public
My Commission expires: 7-27-13
Oakland, County, Michigan
Acting in the County of Oakland

JENNIFER TRIPOLI
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES JUL 27 2013
ACTING IN COUNTY OF Oakland

STATE OF MICHIGAN)
)ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this 22 day of January, 2010, by Pete Hafler, Township Supervisor, and Kathy Giszczak, Township Clerk, in each case of Augusta Charter Township, on behalf of said charter township.

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

4. **Recording of Agreement.** Promptly after **Developer's** delivery of the **Termination Payment** to the **Township**, the closing agent for the title company shall record this **Termination Agreement** with the Washtenaw County Register of Deeds and shall provide a true copy to the **Township** and the **Developer**. All costs associated with the recording of the **Termination Agreement** shall be borne by the **Developer**.

Developer:
Lincoln Development Co., LLC
A Michigan Limited Liability Company

By: Biltmore Properties Corporation
A Michigan Corporation,
Its: Manager

Norman J. Cohen
Its: President

State of Michigan
/cc
County of Washtenaw


Subscribed and sworn to before me this ____ day of January, 2010, by Norman J. Cohen, President of Biltmore Properties Corporation, Manager of Lincoln Development Co., LLC.

Notary Public

Cty, MI
Acting in Washtenaw County, MI
Commission Expires: _____

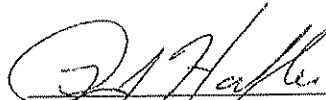
State of Michigan
/cc
County of Washtenaw

Subscribed and sworn to before me this 22 day of January, 2010, by Pete Hafler, Supervisor, and Kathy Giszczak, Clerk, on behalf of Augusta Charter Township.

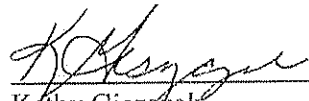


Elizabeth El-Assadi
Notary Public
Washtenaw Cty, MI
Acting in Washtenaw County, MI
Commission Expires: 3/26/12

Township:
Augusta Charter Township



Pete Hafler
Its: Supervisor



Kathy Giszczak
Its: Clerk

LINCOLN FARM SUBDIVISION

A 231.77 acre parcel of land located in parts of the NE 1/4, SE 1/4 and NW 1/4 of Section 3, T4S, R7E, Augusta Township, Washtenaw County, Michigan, more particularly described as:

Beginning at a point distant N 88°32'24" E 199.36 feet along the North line of said Section 3, also being the centerline of Bemis Road (66 feet wide) to the SW corner of Section 34, Ypsilanti Township, and continuing along said North line of Section 3 and Bemis Road centerline N 88°37'51" E 867.35 feet from the NW corner of said Section 3; thence from said POINT OF BEGINNING and continuing along said North line of Section 3 and Bemis Road centerline the following three (3) courses:

N 88°37'51" E 1565.83 feet to the N 1/4 corner of said Section 3;
N 88°37'51" E 217.13 feet to the S 1/4 corner of Section 34, Ypsilanti Township;
N 88°29'00" E 905.88 feet to an intermediate traverse Point "A", said point being located S 88°29'00" W 18 feet, more or less, from the centerline of Paint Creek;

thence N 88°29'00" E to centerline of Paint Creek;
thence Southerly along said Paint Creek centerline 1950 feet, more or less;
thence S 88°54'03" W 34 feet, more or less, to intermediate traverse Point "B", said Point "B" being located along said intermediate traverse line the following five (5) courses:

S 22°00'49" W 199.41 feet;
S 36°33'10" W 138.42 feet;
S 12°40'32" E 502.34 feet;
S 10°57'11" E 617.50 feet;
S 07°45'25" W 468.85 feet from intermediate traverse Point "A";

thence N 88°54'03" E 34.18 feet;
thence S 01°25'35" E 1320.00 feet;
thence along the East and West 1/4 line of Section 3, N 88°54'03" E 198.00 feet;
thence S 01°45'13" E 731.61 feet;
thence S 88°54'03" W 656.35 feet;
thence N 01°45'13" W 731.61 feet;
thence along said E-W 1/4 line of Section 3, S 88°54'03" W 663.69 feet to the center of Section 3 (as monumented);
thence continuing along said E-W 1/4 line of Section 3, S 88°41'31" W 1310.61 feet;
thence N 01°27'03" W 1319.77 feet;
thence S 88°37'21" W 1313.11 feet;
thence along the West line of Section 3 and Whittaker Road centerline (66 feet wide) N 01°33'34" W 1381.15 feet;
thence N 88°32'24" E 205.76 feet;
thence N 88°37'51" E 860.97 feet;
thence N 01°33'45" W 466.70 feet to the POINT OF BEGINNING, containing 231.77 acres of land, more or less. Being subject to easements and restrictions of record and the rights of the public or any governmental agency over Bemis and Whittaker Roads.

EXHIBIT "A"