

**NOTE: THIS MEETING IS BEING TAPED FOR THE
PURPOSE OF DEVELOPING MINUTES ONLY**

**LODI TOWNSHIP BOARD OF TRUSTEES
SPECIAL MEETING
WEDNESDAY, MARCH 18, 2026, at 6:30 PM**

1. Call to order – Pledge of Allegiance
2. Roll Call
3. Short Public Comment

(A member of the public may address the Board briefly, for up to two minutes or request to be scheduled on the agenda of a future meeting.)

4. Revision / Approval of Agenda

(Items may be added or deleted from the meeting agenda, and/or the order of items may be changed, at the request of an individual Board member or the Supervisor. The agenda must be approved before proceeding further.)

5. New Business:

1. Toll Brothers Development Agreement Resolution #2026-009
 - a. Master Deed
 - b. By-Laws
2. Approval of Attorney O'Jack to re-write parts of the Fire Department Articles of Incorporation instead of attending the Steering Committee Meeting

6. Short Public Comment
7. Closed Session – if necessary
8. Next Meeting will be on April 7, 2026, at 6:00pm
9. Adjournment

**Please note that Lodi Township does not visually record meetings.
There is a possibility of a quorum of Planning Commission Members at this meeting.**

**Individuals who require special accommodation should contact the
Township Clerk at (734) 665-7583 at least three (3) business days prior to the hearing.**

Township of Lodi
Resolution No. 2026-0009

March 18, 2026

A resolution to approve with conditions the Master Deed, Bylaws, and Development Agreement for Arbor Preserve (North and South) Planned Unit Development, a Residential Condominium.

WHEREAS Toll Northeast V Corp., a Delaware corporation (the “Developer”), owns an area collectively comprising approximately 106 acres of land located in Section 1 of Lodi Township, Washtenaw County, Michigan (Arbor Preserve South may consist of 52 residential units located on approximately 59.9 acres of land; and Arbor Preserve North may consist of 55 residential units located on 46.6 acres of land); and

WHEREAS at its meeting held on October 20, 2025, the Township Board approved the Final Site Plan approvals for the Arbor Preserve North and Arbor Preserve South residential developments in accordance with the terms and conditions of the Original Consent Judgment, as amended, and subject to conditions set forth in the resolution of approval (Resolution 2025-014) adopted by the Township Board (the “Conditions”); and

WHEREAS the conditions imposed by Resolution 2025-014 included that the Developer must obtain final approval from Lodi Township for the Master Deed and Bylaws for Arbor Preserve; and

WHEREAS the conditions imposed by Resolution 2025-014 included that the Developer must execute with Lodi Township a Development Agreement per the Lodi Township Zoning Ordinance Section 54.20; and

WHEREAS the Township Consultants have reviewed multiple versions of the Master Deed and Bylaws and recommend for approval to the Lodi Township Board the most recent version of the Master Deed dated March 16, 2026 (version 172861756v13) and the most recent version of the Bylaws dated February 17, 2026 (version 173250005v7); and

WHEREAS the Township Consultants have reviewed the proposed Development Agreement and recommend for approval to the Lodi Township Board the most recent version received March 12, 2026 (version 4921-7486-5047.1 received at 6:18 pm); and

WHEREAS the Lodi Township Board has reviewed the above versions of the Master Deed, Bylaws, Development Agreement, and the approval of its consultants, the Lodi Township Board of Trustees finds that the above specified versions of the Master Plan and Bylaws should be approved with certain conditions, and that the above specified version of the Development Agreement should be entered into with certain conditions; and that doing so would be in the best interest of Lodi Township.

THEREFORE, be it resolved, based on the above findings of fact by the Lodi Township Board that:

1. The March 16, 2026 version of the Master Deed (version 172861756v13), and the February 17, 2026 version of the Bylaws (version 173250005v7) are approved subject to administrated approval that the correct exhibits are attached.
2. The version of the Development Agreement received March 12, 2026 (version 4921-7486-5047.1 received from attorney Greene at 6:18 pm) be entered into subject to administrative approval that the correct exhibits are attached to the agreement and subject to the final approval of the Master Deed and the Bylaws.

Township Trustee _____ moved the adoption of the foregoing Resolution, which was seconded by Township Trustee _____ and thereupon adopted by the Lodi Township Board of Trustees by a roll call vote of the Township Board at the special meeting, held this 18th day of March, 2026.

The following members voted:

Ayes:

Nays:

Absent or abstain:

The Supervisor declared the resolution adopted.

Christina Smith, Lodi Township Clerk

DEVELOPMENT AGREEMENT

Arbor Preserve North and South – Lodi Township

This Development Agreement (the “Agreement”) is made this ____ day of _____, 2026 (the “Effective Date”), by and between Toll Northeast V Corp., a Delaware corporation (the “Developer” or “Toll”), whose address is 1140 Virginia Drive, Fort Washington, PA 19034, and the Township of Lodi, a Michigan municipal corporation (the “Township”), whose address is 3755 Pleasant Lake Road, Ann Arbor, Michigan 48103.

RECITATIONS

A. Developer owns approximately 106 acres of land located in Section 1 of the Township, Washtenaw County, Michigan, as more particularly described in **Exhibit 1** (the “Property”).

B. The Property is subject to an Original Consent Judgment entered on February 13, 2007, by the Washtenaw County Circuit Court in Case No. 05-001086-NZ, which was recorded in Liber 4609, Pages 207 et seq., with the Washtenaw County Register of Deeds. A First Amendment to the Original Consent Judgment was entered by the Court on October 30, 2023, which was recorded in Liber 5568, Page 166, *et seq.*, with the Washtenaw County Register of Deeds. The Original Consent Judgment, as amended, authorized the development of up to 107 single-family homes on the Property as reflected in Preliminary Site Plans approved by the Original Consent Judgment, as amended, and subject to the terms and conditions of the First Amendment. The Original Consent Judgment is attached hereto as **Exhibit 2** and the First Amendment is attached hereto as **Exhibit 3**.

C. At its meeting held on October 20, 2025, the Township Board approved the Final Site Plan approvals for the Arbor Preserve North and Arbor Preserve South residential developments (each a “Project” and collectively, the “Projects”) in accordance with the terms and conditions of the Original Consent Judgment, as amended, and subject to conditions set forth in the resolution of approval (Resolution 2025-014) adopted by the Township Board (the “Conditions” attached hereto as **Exhibit 4**.) One of the Conditions was for the Township and Developer to enter into a Development Agreement for the Project.

D. In addition, the Township Board approved the execution and entry by the Court of a Second Amendment to Consent Judgment covering contributions to a tree or conservation fund in lieu of planting additional trees on the Property and revising front yard setbacks for several

specific lots in the Projects. A copy of the Second Amendment entered by the Court on December 8, 2025, is attached hereto as **Exhibit 5**. The Original Consent Judgment, the First Amendment and the Second Amendment are collectively referred to herein as the "Consent Judgment."

E. The purpose of this Agreement is to confirm the rights and obligations in connection with the improvements, development, and other obligations to be undertaken on the Property pursuant to the Consent Judgment and the Township's approval of the Final Site Plans.

NOW, THEREFORE, for -good and valuable consideration, the receipt and sufficiency of which is acknowledged, it is agreed as follows:

ARTICLE I

DESCRIPTION OF THE PROJECTS; FINAL SITE PLANS

1.1. Description of Projects and Authorized Uses. The Projects cover an area collectively comprising approximately of 106 acres described in **Exhibit 1**. As depicted in the approved Final Site Plans, Arbor Preserve South may consist of 52 residential units located on approximately 59.9 acres of land; and Arbor Preserve North may consist of 55 residential units located on 46.6 acres of land.

1.2. Project Amenities. Project amenities include on-site recreational amenities, including walking trails and open space as shown on the Final Site Plans.

1.3. Development Documents. The Property shall be developed and improved in compliance with the following ("Development Documents"):

- (a) The Consent Judgment.
- (b) This Agreement and any exhibits hereto
- (c) Final Site Plans (a copy of the cover sheets and indices for the Final Site Plans are attached as **Exhibit 6**). Copies of the entire Final Site Plans are available at the Township offices.
- (d) Any and all conditions of the Final Site Plan approvals by the Township Board of Trustees pertaining to the Projects as set forth in **Exhibit 4** (the "Conditions").
- (e) The approved Master Deed and Bylaws.
- (f) All Ordinances and Codes of the Township not inconsistent with the above.

1.4. Application of Township Ordinances. All development and improvement of the Property by Developer and all use of the Property shall be subject to and in accordance with all applicable Township Ordinances and State and County laws for the respective components of the Project not inconsistent with the Development Documents (a)-(f). To the extent that there are conflicts between respective provisions of the Development Documents, or between provisions of

the Development Documents and Township Ordinances, the Consent Judgment, this Agreement, the Conditions and the Final Site Plans shall apply and control, with the Consent Judgment controlling in the event of any conflicts among the Development Documents where the consent judgment specifically addresses that issue that is in conflict. All improvements constructed in accordance with this Agreement and the Final Site Plans shall be deemed to be conforming under the Zoning Ordinance and in compliance with all other ordinances of the Township. The Project shall not be subject to requirements contained in any amendments or additions to the Zoning Ordinance or any other Township ordinance adopted subsequent to the date of this Agreement which conflict with the provisions of the Consent Judgment, this Agreement, including the Final Site Plans and/or any plans which are approved pursuant to this Agreement. or which adversely impact the number and size of the residential units

1.5. **Plan Approval.** The Developer shall have the right to develop, construct and operate the Projects and all facilities in connection therewith as set forth in the Development Documents.

1.6. **Modifications.**

- (a) All requests from the Developer for changes to “the conditions” imposed by the Lodi Township Board must be made to and are subject to approval by the Lodi Township Board.
- (b) Additionally, all requests from the Developer for changes to the Final Site Plans which would require a change to the approved Area Plan/Preliminary Site Plan are subject to the procedures set forth in Section 42.106 for amending the Area Plan/Preliminary Site Plan. The Township agrees that the current approved Final Site Plan falls within the scope of the approved Area Plan/Preliminary Site Plan as it has been modified by the Consent Judgment and the “conditions”.
- (c) Requests from the Developer for changes to the Final Site Plans that do not require an amendment to the Area Plan/Preliminary Site Plan nor a change to “the conditions” are subject to the following: if during the course of final engineering and review and approval of plans by other agencies with regulatory jurisdiction of the Projects, Developer proposes minor or incidental changes to the Final Site Plans similar to the types of changes set forth in Article 44.02(b) of the Zoning Ordinance, including changes required during final engineering review and required by other State and County regulatory agencies or Township engineering and planning consultants, such changes may be made subject only to “Administrative Approval.” “Administrative Approval” shall mean the approval by the Township Planning Consultant and the Zoning Administrator, or his/her designee, or such other individual as may be designated by the Township Board, without the necessity of review by the Township Board or the Township Planning Commission or any amendment to this Agreement. Such Administrative Approval shall not be unreasonably withheld, delayed or conditioned, provided that any change determined by the Township Administration to be a major or material change shall require approval by the Township Board.

1.7. **Agreement to Run with the Land.** All future owner(s) of the Property shall be bound by the terms of this Agreement and the Developer's authority and responsibilities stated herein. It shall be the responsibility of the Developer to transmit to and notify all future owner(s) of the Property of the requirements contained within this Agreement. It is the intent that the restrictions contained in this Agreement will run with the land.

ARTICLE II

DEVELOPER'S RIGHTS AND OBLIGATIONS

2.1. **Right to Develop.** Developer shall have the right to develop the Property in accordance with the Consent Judgment, Final Site Plans and this Agreement.

2.2. **Condominium Documents.** Developer intends to develop the Projects as one condominium project pursuant to the Michigan Condominium Act, MCL 559.101, *et seq.*— including two separate parcels of real estate, identified and known as Arbor Preserve South and Arbor Preserve North. The Master Deed and Bylaws for the condominiums (the "Condominium Documents") have been reviewed and approved by the Township. Any future amendments to the Condominium Documents shall be submitted to the Township for Administrative review for consistency with the Development Documents.

2.3. **Private Roads.** The internal roads within the Projects will be private and constructed and maintained in accordance with the Final Site Plans and Private Road Maintenance Agreement attached hereto as **Exhibit 7**

2.4. **Utilities.**

- (a) **Sanitary Sewer System.** Sanitary Sewer service shall be provided through two private on-site sewer systems as approved and permitted by the State of Michigan Department of Environment, Great Lakes and Energy ("EGLE").
- (b) **Water System.** Water service shall be provided through individual wells on each unit in accordance with permits and approvals issued by Washtenaw County and consistent with the Development Documents.
- (c) **Water and Sanitary Sewer Systems.** Developer shall be fully responsible for securing any necessary easements in order to install these utilities and shall be fully responsible for all associated costs in constructing them. All of the foregoing improvements shall be designed and constructed in accordance with state and county standards, codes, regulations, ordinances, and laws. If the Projects are developed in phases, the water and sanitary sewer improvements within and for a particular phase must be completed to the extent that such phase shall, on completion, be fully capable of standing on its own.

2.5. **Storm Water Detention.** Storm water shall be conveyed by a storm sewer system to storm water detention basin located within the Project as shown in the Final Site Plans. All such storm water drainage facilities, including the detention basins and all related improvements shall

be designed in accordance with all applicable permits, ordinances and engineering regulations and standards as depicted in the Final Site Plans.

2.6. **Signs.** The locations of the entrance monument signage are depicted in the Final Site Plans. The details regarding sign dimensions, design and materials for the monument signs, as well as any additional signage or modification of signage proposed to be installed must be submitted to the Township Board for approval. The Township Board as part of its review may refer the design details to the Planning Commission and/or its Planning Consultants for review and recommendation. The entrance signage and other directional signage for the Project and any modifications of signage proposed to be installed must comply with all applicable Township signage ordinances. Provided Developer satisfies the requirements of the Development Documents to commence development and construction of the Project, Developer may commence such work even if the final approval of the signage has not yet occurred.

2.7. **Phasing of the Projects.** Each of Arbor Preserve North and Arbor Preserve South may be developed as separate projects in accordance with the Final Site Plans approved for each. Developer may construct each of the Projects in one or multiple phases. If Developer determines prior to commencement of construction activities to develop either of the Projects in multiple phases, it shall submit a phasing plan to the Township for Administrative review and comment, which comment shall not be unreasonably delayed or withheld.

2.8. **Temporary Sales Trailers.** The Developer may install, occupy, and operate one temporary sales trailer (office) on each Project for the duration of the construction and sales period of the development, subject to zoning compliance approval, the payment of trailer deposits with the Township, and permit and building inspector approval, in a location to be selected by the Developer.

2.9. **Entrance Gates.** While the Developer shows proposed gates at the entrances to each Project on the Final Site Plans, the Township has not required the entrance gates, and Developer at its discretion may eliminate some or all of the entrance gates for the Projects. As shown in the Final Site Plan for Arbor Preserve South access to certain land adjacent to the Project identified as Parcel No. M-13-01-300-013 (the "Neighbor Parcel") is provided over the private roads within Arbor Preserve South. If an entrance gate is installed by Developer at Arbor Preserve South, the gate shall be removed in the event the Neighbor Parcel is dedicated for public use. Final design details for the entrance gates, if intended to be installed by Developer, shall be submitted to the Township Board for review and approval. The Township Board as part of its review may refer the design details to the Planning Commission and/or its Planning Consultants for review and recommendation.

Any entrance structure, if provided, must comply with the procedures and rules set forth in Section 30.203.F.4.a, c, d, and e of the Lodi Township Zoning Ordinance.

2.10. **Building Permits.** The Township relies on Washtenaw County for the issuance of building permits for the Projects. The Township agrees to issue zoning compliance certificates to the extent required by the County in connection with the County's review and approval of building permit applications in a timely manner as provided in the Township's Zoning Ordinance so long as the requested building permits are consistent with and in accord with Development Documents.

2.11. Compliance with the Lodi Township Zoning Ordinance Section 54.20 Development Agreement, subsection A. Contents of a Development Agreement.

- (a) The Developer shall meet all the conditions for development that are set forth in the Development Documents.
- (b) The easements, rights-of-way, and other dedications required by the Development Documents are hereby incorporated and required to be dedicated.
- (c) The maintenance of all common facilities and open space areas shall be required as set forth in the Development Documents.
- (d) The covenants, deed restrictions, and other limitations to be imposed on the uses of the land and structures are those set forth in the Development Documents.
- (e) The phasing and timing of the development shall be as set forth in the Development Documents.
- (f) The installation of all required infrastructure improvements and utilities will be determined as set forth in the Development Documents and in the manner for enforcement of any assessments and costs.
- (g) Any required escrow accounts and performance guarantees will be as set forth in the Development Documents.

ARTICLE III

FINANCIAL ASSURANCES; TOWNSHIP'S ENFORCEMENT RIGHTS

3.1. **Completion of Improvements.** All on-site and off-site improvements for each Project within the Development, including, without limitation, all roads, drives, entranceways, sanitary sewer service systems, water wells, storm water drainage systems, detention and retention facilities, gas and electric utilities, lighting, signage, landscaping, internal private pedestrian walkways with related amenities and improvements, sidewalks, retaining walls, soil erosion and sedimentation controls, and any other non-building improvements ("Site Improvements") within or for each such Project shall be completely constructed and provided to all homesites and facilities within the Development as required and as set forth in the Development Documents. During the construction of the Projects, Developer shall be obligated to maintain the above improvements and amenities except for those parts of the Project where such maintenance and repair obligations have been assumed by a condominium association, successor owner or individual unit owner

3.2. **Financial Assurances.** Except to the extent already required by other State and County agencies for parts of the Development, at the Township's request, Developer shall provide

financial assurances to the Township to ensure completion of internal roads, grading, sidewalks, berms and landscaping . Each Project shall be considered separately with respect to financial assurances. Such financial assurances shall be in the form of cash, surety bond or irrevocable and automatically renewing letter of credit (the "Security"), approved by Township in the exercise of reasonable discretion, and issued by an institution doing business in Washtenaw County, in an amount equal to the cost of completing the improvements, based upon either executed contracts for the Site Improvements presented by the Developer or an estimate provided by Developer's engineer, subject to review and approval of the Township's engineer in the exercise of reasonable discretion. The Security for one Project shall be independent of the other Project and a default with respect to the obligations of one Project shall not constitute a default with respect to the other Project. The Developer may request partial refund(s) and/or reductions in the amount of the Security as improvements are completed by providing written notice of the work completed. The amount of partial refund(s) and/or reductions, if granted by the Township in the exercise of reasonable discretion, shall be determined based upon cost estimate completed by the Developer and subject to confirmation by the Township's engineers.

3.3. Developer agrees that the Township is authorized at its option, to complete and maintain such improvements using the funds from the Security posted by Developer, if Developer fails to complete and/or maintain the improvements within the time specified in this Agreement. If Developer proceeds with any phase within a Project, Developer shall be obligated to design and completely construct all of the improvements and amenities required for said phase. The Security may be reduced incrementally at the request of the Developer as construction of the improvements progress, but not below 25% for each Project of the original Security. Within thirty (30) days of final completion of the improvements, the remaining Security for that Project will be released to the Developer.

3.4. **Township Enforcement.** In the event there is a failure to timely perform any obligation or undertaking required under or in accordance with the Development Documents, the Township may serve written notice on Developer setting forth such deficiencies and a demand that the deficiencies be cured within a stated reasonable time period, which time period shall take into consideration delays outside the control of the Developer, including without limitation, events of force majeure, and the date, time, and place for a hearing before the Township Board, or such other Board, body, or official delegated by the Township Board, to allow Developer an opportunity to be heard as to why Township should not proceed with the correction of the deficiency or obligation that has not been undertaken or properly fulfilled. At any such hearing, the time for curing and the hearing itself may be extended and/or continued to a date certain. The foregoing notice and hearing requirements shall not be necessary in the event Township determines in its discretion that an emergency situation exists requiring immediate action. If, following the hearing described above, the Township Board, or the other Board, body, or official designated to conduct the hearing, determines that the obligation has not been fulfilled or failure corrected within the time specified in the notice, or if an emergency circumstance exists as determined by Township in its discretion, Township shall then have the power and authority, but not the obligation, to take any or all of the following actions, in addition to any actions authorized under Township ordinances and/or state laws:

- (a) Enter the Project which is the subject of the alleged violation or cause its agents or contractors to enter said Project and perform such obligation or

take such corrective measures as reasonably found by Township to be appropriate. The cost and expense of making and financing such action by Township, including notices by Township and legal fees incurred by Township, plus an administrative fee in an amount equivalent to 15 percent of the total of all such costs and expenses incurred, shall be paid by Developer within 30 days of a billing to Developer. The payment obligation under this Section shall be secured by a lien against the part of the Project or phase or phases of the Project within which the deficiency exists, which lien shall be deemed effective as of the date of the initial written notice of deficiency provided to Developer pursuant to this Section or, in emergency circumstances, the date at which Township incurred its first cost or expense in taking corrective action. Such security shall be realized by placing a billing that has been unpaid by Developer for more than 30 days on the delinquent tax rolls of Township relative to such portion of the Project, to accumulate interest and penalties, and to be deemed and collected, in the same manner as for collection of delinquent real property taxes. In the discretion of Township, such costs and expenses may be collected by suit initiated against Developer and, in such event, Developer shall pay all court costs and attorney fees incurred by Township in connection with such suit if Township prevails in collecting funds.

- (b) Initiate legal action for the enforcement of any of the provisions, requirements, or obligations set forth in the Development Documents. Except in emergency circumstances, Developer shall be provided notice of the deficiencies from Township and shall be afforded an opportunity to timely correct. In the event Township obtains any relief as a result of such litigation, Developer shall pay all reasonable court costs and attorney fees incurred by Township in connection with such suit.
- (c) In the event of a material breach of the obligations of the Development Documents and continued refusal to cure said breach, the Township may issue a stop work order as to the part of the Project with respect to which the breach has occurred, revoke any zoning compliance, and have Washtenaw County deny the issuance of any requested building permit or certificate of occupancy within that part of the Project, regardless of whether Developer is the named applicant for such permit or certificate of occupancy, and suspend further inspections of that part of the Project.

3.5. **Enforcement; Severability.** Any failure or delay by Township to enforce any provision contained in this Agreement shall in no event be deemed, construed, or relied on as a waiver or estoppel of the right to eventually do so in the future. In the event one or more of the provisions and/or obligations shall for any reason be held to be invalid or unenforceable by a court of competent jurisdiction, all remaining provisions and/or obligations shall nevertheless remain in full force and effect.

3.6. **Access to Property.** In all instances in which Township utilizes the proceeds of the Security given to ensure completion or maintenance of Site Improvements and at any time

throughout the period of development and construction of any Project or part thereof, the Township and its contractors, representatives, consultants, and agents shall be permitted, and are granted authority, to enter all or any portion of the Property for the purpose of inspecting and/or completing the respective improvements and for purposes of inspecting for compliance with and enforcing the Development Documents including pursuant to Section 44.16 of the Lodi Township Zoning Ordinance the inspection of all improvements for conformance with the Development Documents, including the approved site plan.

ARTICLE IV

MISCELLANEOUS/STANDARD PROVISION

4.1. **Agreement Jointly Drafted.** Developer has negotiated with the Township the terms of the Development Documents and such documentation represents the product of the joint efforts and mutual agreements of Developer and Township.

4.2. **Ambiguities and Inconsistencies.** Where there is a question with regard to applicable regulations for a particular aspect of the Projects or with regard to clarification, interpretation, or definition of terms or regulations, and there are no apparent express provisions of the Development Documents that apply, the Township, in its reasonable discretion exercised in good faith, shall determine the regulations of Township's Zoning Ordinance, as that Ordinance may have been amended, or other Township ordinances that are applicable, provided such determination is not inconsistent with the nature and intent of the Development Documents.

4.3. **Authority.** This Agreement has been duly authorized by all necessary action of Developer and the Township, through the approval of the members of the Developer and the Township Board at a meeting in accordance with the laws of the State of Michigan, and the ordinances of the Township. By the execution of this Agreement, the parties each warrant that they have the authority to execute this Agreement and bind the Property in its respective entities to its terms and conditions.

4.4. **Running with the Land; Recording; Governing Law.** This Agreement shall run with the land constituting the Property and shall be binding on and inure to the benefit of Township and its successors, Developer, all future owners, operators, developers, and builders of any part of the Development, all undersigned parties, and all of their respective heirs, successors, assigns, and transferees. The Agreement shall be recorded by Developer with the Washtenaw County Register of Deeds. This Agreement shall be interpreted and construed in accordance with Michigan law and shall be subject to enforcement only in Michigan courts.

4.5. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute an Agreement. The signature of any party to any counterpart shall be deemed to be a signature to, and may be appended to, any other counterpart.

This Agreement was executed by the respective parties on the date specified with the notarization of their signatures and shall be considered to be dated and take effect on the Effective Date.

[Intentionally blank. Signatures on following pages.]

DEVELOPER:

TOLL NORTHEAST V CORP.

a Delaware corporation

By: _____

Printed Name: _____

Its: _____

STATE OF MICHIGAN)
) SS
COUNTY OF)

The foregoing Development Agreement herein was acknowledged before me this ___ day of _____, 2026 by _____, the _____ of Toll Northeast V Corp., a Delaware corporation, on behalf of said company.

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

[Intentionally blank. Signatures continued on next page.]

TOWNSHIP:
TOWNSHIP OF LODI,
a Michigan municipal corporation

By: _____

Printed Name: _____

Its: Supervisor _____

And

By: _____

Printed Name: _____

Its: Clerk _____

STATE OF MICHIGAN)
) SS
COUNTY OF WASHTENAW)

The foregoing Development Agreement herein was acknowledged before me this ___ day of _____, 2026 by _____, the Supervisor of the Township of Lodi and _____, the Clerk of the Township of Lodi, a Michigan municipal corporation, on behalf of said municipal corporation.

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

Drafted by and when recorded, return to:

Alan M. Greene, Esq.
Dykema Gossett PLLC
39577 Woodward Avenue, Suite 300
Bloomfield Hills, MI 48304



October 1, 2025

Jan Godek
Township Supervisor
Lodi Township
3755 Pleasant Lake Road
Ann Arbor, MI 48103

RE: Arbor Preserve Final Site Plan – Consent Judgment Conditions (UPDATED)

Dear Supervisor Godek:

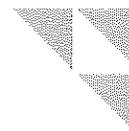
In the Township Board's Resolution to enter into the First Amendment to the Consent Judgment associated with the Arbor Preserve development project (Resolution No. 2023-012), the Board attached a list of conditions to be met as part of the final site plan process (Exhibit 2 of the Resolution). This list was thus recorded as part of the amendment to the consent judgment.

In recent months, the applicant for the Arbor Preserve development project (Toll Brothers) has submitted and we have reviewed iterations of the final site plans for the project. The Planning Commission considered revised final site plans at the July 22nd meeting, where the Commission recommended denial of the final site plans to the Township Board. Following that meeting, the applicant team submitted another set of revisions (plans dated 8/8/25) which were reviewed. On September 18th, the applicant team provided a supplemental package of materials to the Township for consideration by the Township Board. This list has since been updated to reflect the updated materials provided.

At the Township's request, we have compiled updated information on the list of conditions that were to be met with the final site plan. We have listed those conditions along with a status update of each item below:

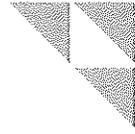
Conditions

- That parking calculations be added to the plans;
 - o **STATUS:** Addressed satisfactorily. Parking calculations have been added and meet requirements.
- That private roads meet the standards of Section 42.200 and Section 54.17.C(2) and that a private road maintenance agreement be provided;
 - o **STATUS:** Addressed - The standard specifications for private roads have been met. A private road maintenance agreement has been provided.
- That 20-foot access easement provided around walking paths as required by Section 45.10.E(2);
 - o **STATUS:** Walking paths have been removed from the final site plans.
- That an updated Natural Features Statement of Impact, Protection, and Mitigation be provided for review;
 - o **STATUS:** Addressed satisfactorily. An updated Natural Features Statement of Impact, Protection and Mitigation is provided with the revised final site plans.
- That a 25-foot setback be maintained from the boundary or edge of any wetland and that buildings be setback a minimum of 50 feet from the edges of wetlands, as required in Section 54.08.E(6);
 - o **STATUS:** Not addressed satisfactorily. The most recent supplemental materials provided proposed shifted placement of buildings to address the building encroachments into the 50-foot wetland setback. To achieve this, the plan proposes reduced front yard setbacks for these units and some minor shifts of lot lines. There is now only one building encroachment into the 50-foot wetland



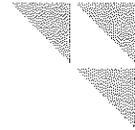
setback (Unit 26 in AP North). It should be noted that there are still encroachments into the 25-foot setback, including a road, sidewalk, and yard areas of 14 units. In Arbor Preserve South, there are zero remaining buildings encroaching into the 50-foot setback. Two roads are still within the 25-foot setback, as well as yard areas of 11 units.

- That wetland mitigation be provided in line with Section 54.08.L, and that wetland mitigation be provided within Lodi Township in line with ordinance requirements that mitigation be in the immediate vicinity and within the same watershed;
 - o **STATUS:** Addressed. The applicant has indicated that mitigation within the Township is infeasible and is alternatively proposing wetland mitigation banking within the River Raisin Watershed.
- That a 25-foot permanent setback strip vegetated with natural plant species is provided from the high water mark of the any watercourse, as well as building and construction at least 50 feet from the high mark of any watercourse;
 - o **STATUS:** Addressed. Watercourse setbacks are generally consistent with wetland setbacks; comments regarding wetland setback encroachments also apply to watercourses.
- That an updated tree inventory be provided reflecting current conditions and including all trees that meet the definition of a landmark tree;
 - o **STATUS:** Addressed satisfactorily. An updated tree inventory is provided and appears to meet requirements.
- That the applicant provide additional information on the amount of cut and fill proposed;
 - o **STATUS:** Addressed. The applicant has provided updated cut and fill information.
- That a detailed landscaping plan, including plant specifications and counts, be provided with final site plan;
 - o **STATUS:** Addressed satisfactorily. The revised final site plans include detailed landscaping plans.
- That on landscaping plans, conflict of deciduous trees proposed on top of proposed sanitary sewer be resolved to the extent possible;
 - o **STATUS:** Addressed - Proposed landscaping does not interfere with proposed sanitary sewer or any other utilities.
- That the applicant provide street lighting, unless a waiver granted for no street lighting;
 - o **STATUS:** Addressed. The applicant is requesting a waiver from the Township Board to not provide street lighting.
- That detailed building façade elevations for all proposed dwellings, drawn to appropriate scale and indicating types, colors, and dimensions of materials be submitted with final site plan;
 - o **STATUS:** Addressed satisfactorily. The revised final site plans include detailed building façade elevations.
- That the applicant provide details of the proposed recreation areas, including location, area, and dimensions, and that recreation facilities be provided with each phase of development as required by Ordinance;
 - o **STATUS:** Addressed. The applicant has removed the walking trails in an effort to preserve area in its natural state and preserve wetland setback. Phasing is no longer proposed.
- That the applicant provide the referenced traffic impact study for review and that all improvements necessary to mitigate the impact of the additional traffic to the surrounding road network be made as required by the Washtenaw County Road Commission, as noted in the OHM review letter dated June 1, 2023;
 - o **STATUS:** Provided. A traffic signal is recommended at the intersection of Wagner Road & Waters Road. A left turn lane is recommended for both Wagner Road site drives.
- That connections to public roads are reviewed and approved by the Washtenaw County Road Commission;
 - o **STATUS:** Addressed - An approval was provided in the form of an email from Gary Straight (WCRC) dated May 14, 2025. The approval includes the recommended mitigation measures listed above (signal at Wagner & Waters Road intersection, left turn lanes for the entrances off Wagner Road).
- That a drainage district be established for the storm water management and that storm water management be designed in accordance with the Washtenaw County standards;
 - o **STATUS:** In progress - The latest review letter from the County Water Resources office is dated August 26, 2025. There are still several outstanding items to be addressed.



- That a truck turning template be provided to verify emergency vehicle and garbage truck access to the site;
 - o **STATUS:** Addressed satisfactorily. The revised final site plans include a truck turning plan.
- That the lot area tables on sheet 8 (Arbor Preserve North) and sheet 10 (Arbor Preserve South) be corrected to be consistent with the plan sheet scale;
 - o **STATUS:** Addressed.
- That the phases be clearly delineated on the final site plan;
 - o **STATUS:** Addressed. Phasing of the project is no longer proposed.
- That all sidewalk ramps and crosswalks be fully ADA compliant;
 - o **STATUS:** Several sidewalk flags at intersections in both North and South have cross slopes greater than the maximum allowable 1.8%. This is a small detail to address and will not impact the site grading / private road grading significantly.
- That clarification be provided on curb and gutter details, to the satisfaction of the Township Engineer;
 - o **STATUS:** Addressed.
- That all proposed utility services be shown on the plans;
 - o **STATUS:** Addressed.
- That details for the proposed wastewater treatment facility be provided, to the satisfaction of the Township Engineer;
 - o **STATUS:** The wastewater treatment plant type has been specified (extended aeration for both North and South). No further details have been provided. Permitting wastewater treatment facilities falls under State jurisdiction.
- That conveyance calculations for the storm water collection system be provided;
 - o **STATUS:** Addressed.
- That details sheets be included for water, sanitary, and storm sewer;
 - o **STATUS:** Addressed.
- That approval for location and capacity of the wells be given by Health Department;
 - o **STATUS:** Final approval for the location of the wells has not been submitted to this office.
- That an alignment sheet showing road dimension details (length, width of lanes, radius of curves, etc.) is provided for review by Township Engineer;
 - o **STATUS:** Addressed.
- That the plans show the Wastewater Treatment Plant drive and parking area if proposed;
 - o **STATUS:** Addressed.
- That the detention basin calculations for Basin 1 (Arbor Preserve South) be verified to address discrepancies in calculations, as noted in the Engineering review letter dated June 1, 2023;
 - o **STATUS:** Addressed.
- That all permits/approvals required are obtained, including but not limited to Washtenaw County Road Commission, Washtenaw County Water Resources Commissioner's Office, Washtenaw County SESC, Saline Area Fire Department, Michigan EGLE Sanitary/Part 41 (WWTP NPDES), Michigan EGLE Wetlands & Watercourses/Part 303;
 - o **STATUS:** WCRC approval has been obtained. All other permits are in progress.
- That copies of correspondences between applicant and review agencies listed above be sent to Township Engineer.
 - o **STATUS:** WCRC approval has been obtained and correspondence provided. All other permits are in progress.
- All required information be provided for Final Site Plan as required by Section 42.110 Required Area Plan Information and Section 44.08 Required Site Plan Information.
 - o **STATUS:** Addressed. Required information has been provided.

Sincerely,
OHM Advisors



Hannah Smith, Senior Planner

cc: Christina Smith, Township Supervisor
Jesse O'Jack, Township Attorney
Marcus McNamara, OHM Advisors
MC Moritz, OHM Advisors

Arbor Preserve Area/Preliminary Site Plan, List of Conditions, dated September 12, 2023

Based on the Planning review letter by Hannah Smith & Kelly McIntyre (CIB Planning) dated May 31, 2023 and the Engineering review letters by Marcus McNamara (OHM Advisors) dated June 1, 2023, and upon further review, we offer the following list of recommended conditions for area plan approval:

Conditions

- That parking calculations be added to the plans;
- That private roads meet the standards of Section 42.200 and Section 54.17.C(2) and that a private road maintenance agreement be provided;
- That 20-foot access easement provided around walking paths as required by Section 45.10.E(2);
- That an updated Natural Features Statement of Impact, Protection, and Mitigation be provided for review;
- That a 25-foot setback be maintained from the boundary or edge of any wetland and that buildings be setback a minimum of 50 feet from the edges of wetlands, as required in Section 54.08.E(6);
- That wetland mitigation be provided in line with Section 54.08.L, and that wetland mitigation be provided within Lodi Township in line with ordinance requirements that mitigation be in the immediate vicinity and within the same watershed;
- That a 25-foot permanent setback strip vegetated with natural plant species is provided from the high water mark of the any watercourse, as well as building and construction at least 50 feet from the high mark of any watercourse;
- That an updated tree inventory be provided reflecting current conditions and including all trees that meet the definition of a landmark tree;
- That the applicant provide additional information on the amount of cut and fill proposed;
- That a detailed landscaping plan, including plant specifications and counts, be provided with final site plan;
- That on landscaping plans, conflict of deciduous trees proposed on top of proposed sanitary sewer be resolved to the extent possible;
- That the applicant provide street lighting, unless a waiver granted for no street lighting;
- That detailed building façade elevations for all proposed dwellings, drawn to appropriate scale and indicating types, colors, and dimensions of materials be submitted with final site plan;
- That the applicant provide details of the proposed recreation areas, including location, area, and dimensions, and that recreation facilities be provided with each phase of development as required by Ordinance;
- That the applicant provide the referenced traffic impact study for review and that all improvements necessary to mitigate the impact of the additional traffic to the surrounding road network be made as required by the Washtenaw County Road Commission, as noted in the OHM review letter dated June 1, 2023;
- That connections to public roads are reviewed and approved by the Washtenaw County Road Commission;
- That a drainage district be established for the storm water management and that storm water management be designed in accordance with the Washtenaw County standards;
- That a truck turning template be provided to verify emergency vehicle and garbage truck access to the site;



EXHIBIT 2

- That the lot area tables on sheet 8 (Arbor Preserve North) and sheet 10 (Arbor Preserve South) be corrected to be consistent with the plan sheet scale;
- That the phases be clearly delineated on the final site plan;
- That all sidewalk ramps and crosswalks be fully ADA compliant;
- That clarification be provided on curb and gutter details, to the satisfaction of the Township Engineer;
- That all proposed utility services be shown on the plans;
- That details for the proposed wastewater treatment facility be provided, to the satisfaction of the Township Engineer;
- That conveyance calculations for the storm water collection system be provided;
- That details sheets be included for water, sanitary, and storm sewer;
- That approval for location and capacity of the wells be given by Health Department;
- That an alignment sheet showing road dimension details (length, width of lanes, radius of curves, etc.) is provided for review by Township Engineer;
- That the plans show the Wastewater Treatment Plant drive and parking area if proposed;
- That the detention basin calculations for Basin 1 (Arbor Preserve South) be verified to address discrepancies in calculations, as noted in the Engineering review letter dated June 1, 2023;
- That all permits/approvals required are obtained, including but not limited to Washtenaw County Road Commission, Washtenaw County Water Resources Commissioner's Office, Washtenaw County SESC, Saline Area Fire Department, Michigan EGLE Sanitary/Part 41 (WWTP NPDES), Michigan EGLE Wetlands & Watercourses/Part 303;
- That copies of correspondences between applicant and review agencies listed above be sent to Township Engineer.
- All required information be provided for Final Site Plan as required by Section 42.110 Required Area Plan Information and Section 44.08 Required Site Plan Information

CIB PLANNING

Hannah Smith
Planner



WASHTENAW COUNTY CLERK
REGISTER AS AN EXACT COPY
OF THE RECORD AT
ANN ARBOR MICHIGAN
VALID ONLY WITH NOTARY SEAL

OCT - 8 2024

CERTIFIED BY

July 22nd PC
minutes

Strader asked Smith who keeps track of the approvals from the various government agencies that are required and the contingencies that are placed on final approval by the Township Board. Smith said that it would depend on what the items were. If the Township Board was comfortable with items being reviewed administratively, then the Township Board would need to clarify that in their motion and Smith would sign off on those items administratively once they have been received and approved. It would also be possible for the Planning Commission to recommend approval to the Township Board with stipulations that certain items be provided and/or clarified before going to the Township Board. Once those items were received by Smith, they would be reviewed and presented to the Township Board before they decide on approval.

More discussion was held between Planning Commission members, Smith, Moritz, and Greene regarding the options for the Planning Commission.

Marsh moved to recommend to the Township Board denial of Arbor Preserve North and South Final Site Plan Review (5/22/2025 Plans) due to the following Findings of Facts:

- The Natural Features Statement of Impact, Protection, and Mitigation does not meet the criteria detailed in Section 54.08.D.
- The wetland setbacks, as required by the ordinance in Section 54.08.E.6 and amendment consent judgement, are not provided in all areas.
- The proposed tree replacement plan is not in compliance with ordinance requirements in Section 54.08.O and proposed replacement offered by applicant is an insufficient alternative.
- The proposed plan will increase the volume of existing surface water on neighboring property in violation of Section 55.02.B.

Second by Vestergaard. A roll call vote was taken. Sweetland=aye, Vestergaard=aye, Strader=aye, Stevenson=aye, Rogers=aye, Marsh=aye, Froberg=aye. Motion carried.

b. Lodi Township Master Plan update

Due to the lateness of the hour, Strader moved to table Old Business b. Lodi Township Master Plan update, c. Copperleaf Crossing update, and d. Solar Energy Systems Ordinance as well as New Business a. Update Fence Ordinance 55.18.A.2 until next month's meeting. Second by Sweetland. A roll call vote was taken. Sweetland=aye, Vestergaard=aye, Strader=aye, Stevenson=aye, Rogers=aye, Marsh=aye, Froberg=aye. Motion carried.

c. Copperleaf Crossing update

See motion under Old Business b. Lodi Township Master Plan update.

d. Solar Energy Systems Ordinance

See motion under Old Business b. Lodi Township Master Plan update.

9. New Business:

a. Update Fence Ordinance 55.18.A.2

See motion under Old Business b. Lodi Township Master Plan update.

10. Public Comment

Public comment began at 10:34 pm. Comments were received from 2 people. Public comment ended at 10:35 pm.

Township of Lodi
Resolution No. 2025-014

October 20, 2025

A resolution to approve with conditions the final site plan for Arbor Preserves North and South Planned Unit Development.

WHEREAS all of the original properties covered by the original Consent Judgment per that Consent Judgment are zoned R-3 (or “low density multiple family”); and

WHEREAS Red Equities, LLC has entered into agreements to acquire approximately 106 acres of the original properties covered by the original Consent Judgment; and

WHEREAS on or about October 14, 2020, Red Equities, LLC submitted an application for preliminary site plan approval for multiple-family housing developments on the Red Equities Parcels, consisting of 434 units (later amended to reduce the density to 391 units), along with recreation areas, private roads, two community wells and a private wastewater treatment facility; and

WHEREAS after discussion between the parties Red Equities, LLC submitted a different request for a Planned Unit Development with an area/preliminary site plan, including but not limited to, with a maximum number of residential units of 107, an individual on-site water well within the boundary of each site with an agreement that if Red Equities, LLC is not able to obtain a governmentally approved individual on-site water well within the boundary of an individual lot or site, that the maximum number of residential units in the Residential Development will be reduced accordingly, including open space and preserved areas, and the applicant has agreed with regard to unit # 26 that they will build a smaller home that stays outside the setback, and;

WHEREAS the Township consultants reviewed and provided reports to the Township on the request for a Planned Unit Development with an area/preliminary site plan; both finding that the request and area/preliminary site plan, other than the proposed waste water treatment, was in substantial compliance with the Township’s ordinance and regulations so long as certain conditions were met as part of the final site plan process; and

WHEREAS the Planning Commission held a Public Hearing on the request and held an additional informational meeting regarding the wells, waste water, and drainage; and

WHEREAS the Planning Commission after review of the public comments, review of the consultants reports and discussion with the consultants, study and review of the request, and discussion with representatives of Red Equities, LLC, found that the request including the area/preliminary site plan was in substantial compliance with the Township’s ordinances and regulations, other than the proposed waste water treatment, so long as certain conditions were met as part of the final site plan process; and

WHEREAS the Planning Commission recommended that the Township Board deny the application solely due to the proposed community waste water treatment; and

WHEREAS the Township Board held a second Public Hearing on the request; and

WHEREAS the Township Board considered all the public comment on the request; the reports of its consultants, and the findings and recommendations of the Planning Commission; and

WHEREAS the Township Board found that the request including the area/preliminary site plan was in substantial compliance with the Township's ordinances and regulations, other than the proposed waste water treatment, so long as the conditions in the attached document entitled Arbor Preserve Area/Preliminary Site Plan, List of Conditions, dated September 12, 2023 were met as part of the final site plan process; and

WHEREAS while the Red Equities Parcels were not within the area currently planned for municipal utility services, the Township Board found that the combination of several factors and features made the circumstances unique in the Township, including: (i) the agreement to develop land, which was zoned R-3, and which allowed for a materially higher density multiple family use if municipal sanitary sewage facilities were available, for a lower-density single-family use which would, among other things, substantially reduce traffic, preserve open space and natural features and reduce impacts on municipal services; (ii) the fact that the land, when originally made subject to original Consent Judgment, was located in a planned future utility district; (iii) based upon certain soil borings and other information available to date, the land appeared to be not suitable for safe and economically feasible on-site septic systems; and (iv) considering the proposed extensive open space and preserved areas.

WHEREAS the Lodi Township Board of Trustees found that it would best secure the public safety, health, and welfare of its residents and property owners of Lodi Township by the entering of the First Amendment to Consent Judgment in case no. 05-001086-NZ.

WHEREAS the First Amendment to Consent Judgment approved the Planned Unit Development rezoning and the proposed area/preliminary site plan subject to the conditions set forth in the First Amendment to Consent Judgment including that the conditions set forth in the attached document entitled Arbor Preserve Area/Preliminary Site Plan, List of Conditions, dated September 12, 2023 (**Attached as Exhibit 1**) were met as part of the final site plan process.

WHEREAS Toll Northeast V Corp. purchased the Red Equities, LLC properties from Red Equities, LLC, and submitted final plans in early 2025 and a revised final site plan (dated May 22, 2025) that in response to comments made modifications to the plans including to reduce the impact on wetlands, tree removal, update the natural features information, and provide missing information.

WHEREAS the Lodi Township Planning Commission reviewed the Final Site Plan submittals at its regular meeting on July 22, 2025. After reviewing consultant reports, applicant presentation and Commission discussion, the Planning Commission considered the three options on the table: recommend approval to the Township Board, recommend denial to the Township Board, or postpone the decision. In response to the discussion by the Planning Commission, a representative of the applicant stated, "The plan is the plan at this point and a postponement will not result in any changes to that plan." After further discussion, the Planning Commission unanimously voted to recommend to the Lodi Township Board of Trustees denial of the Final Site plans for the following reasons:

- The Natural Features Statement of Impact, Protection, and Mitigation does not meet the criteria detailed in Section 54.08.D.
- The wetland setbacks, as required by the ordinance in Section 54.08.E.6 and amendment consent judgement, are not provided in all areas.
- The proposed tree replacement plan is not in compliance with ordinance requirements in Section 54.08.O and proposed replacement offered by applicant is an insufficient alternative.
- The proposed plan will increase the volume of existing surface water on neighboring property in violation of Section 55.02.B.

WHEREAS during the discussion at the July 22, 2025 Planning Commission meeting various commissioners raised a number of additional concerns regarding the Final Site plans. **(See attached Exhibit 2 letter to the applicant regarding the recommendation of denial and the draft minutes to the meeting that were attached to the letter).**

WHEREAS subsequent to the July 22, 2025 recommendation of denial from the Lodi Township Planning Commission, the applicant submitted revised final site plans and supplemental materials to address the concerns set forth in the recommended denial, the other concerns stated by Planning Commission members, and the consultant review letters, including an updated layout plan addressing the outstanding building encroachments into the required 50-foot wetland setback for buildings; a revision to the access area to the adjacent parcel; revised drafts of the master deed and bylaws; proposed language for an amendment to the existing consent judgment; correspondence from the US Fish & Wildlife Service and the Washtenaw County Health Department; among other materials.

WHEREAS the Township Consultants have reviewed the revised site plans and other materials and provided their comments to the Lodi Township Board.

WHEREAS the Lodi Township Board have reviewed the revised final site plans, the Planning Commission's finding, conclusions, and recommendation regarding the previous version of the final site plans, and the reports of its consultants.

WHEREAS the Lodi Township Board makes the following findings of fact:

1. The Lodi Township Board finds that the revised site plans are substantially in compliance with the Lodi Township Zoning Ordinance, the approved Area Plan/Preliminary Site Plan, and the First Amendment to Consent Judgment including its attached conditions, with the exception of the tree replacement and certain setbacks.
2. The Lodi Township Board with regard to whether the applicant has complied with the conditions attached to the First Amendment to Consent Judgment as part of its findings of fact adopt by reference the October 1, 2025 document from OHM regarding "Arbor Preserve Final Site Plan – Consent Judgment Conditions (UPDATED)." **(Attached as Exhibit 3).**
3. The Lodi Township Board further adopts by reference as part of its findings of facts the OHM Final Site Plan Review – Updated from October 1, 2025. **(Attached as Exhibit 4).**
4. The applicant has proposed a Second Amendment to Consent Judgment to in part address

the tree replacement issue and with regard to the tree replacement the Lodi Township Board finds that the proposed Second Amendment to Consent Judgment is in best interest of the health, safety, and welfare of Lodi Township for the reasons set forth in that document. **(See proposed Second Amendment to Consent Judgment attached as Exhibit 5).**

5. The applicant has proposed a Second Amendment to Consent Judgment to in part address the wetland setback issue and the Lodi Township Board finds that granting the proposed setback deviations for 13 Units to eliminate all encroachment into the wetland setbacks for 12 units and to reduce the encroachment for Unit 26 to 7 feet is in best interest of the health, safety, and welfare of Lodi Township. **(See proposed Second Amendment to Consent Judgment attached as Exhibit 5).**
6. The Lodi Township Board finds that it is appropriate to grant the applicant request to not provide street lighting.
7. The Lodi Township Board finds that the applicant has provided a private road maintenance agreement as required and it has been approved by the township attorney.
8. Sidewalks along internal roads: In an effort to further minimize impacts to wetlands and preserve more of the wetlands, some areas on the revised site plan provide sidewalks only on one side of internal roads, including areas of Mill Race Court in Arbor Preserve North and Cortland Road and Gilbert Court in Arbor Preserve South. Where sidewalks are only proposed on one side of the road, dedicated pedestrian crossing areas are provided. It should also be noted that on the revised site plan, sidewalks in some areas are pulled in toward the road in an effort to further minimize wetland impacts. In these areas, a guardrail is provided along the road. The proposed guardrails have a rustic appearance; a detail is provided within the submittal. The Lodi Township Board finds sidewalks on one side of internal roads where shown is reasonable and appropriate to minimize impacts on existing wetlands.
9. The Lodi Township has reviewed the proposed wetland mitigation plan and finds that it is acceptable.
10. The proposed second amendment to the consent judgment outlines the proposed front yard setback deviations. The Lodi Township Board finds that the applicant must clarify that all side yard setbacks are still in compliance with required setbacks.
11. The buildable footprints shown on the plans reflect buildable area within the required setback, although building footprints are shown outside of the setback area. The Lodi Township Board finds that the applicant must clarify that lots will be restricted to the building footprints shown on the plans.
12. The Lodi Township Board finds that the applicant must indicate how the 25-foot buffer from the wetlands is to be established as untouched area, especially for lots that have yard area within the setback area. The Lodi Township Board further finds that the applicant should consider locating the conservation signs at the 25-foot setback, rather than the wetland boundary, or propose an alternative method of indicating the area to remain undisturbed.
13. WWTP Building Setbacks. The Lodi Township finds that because the wastewater treatment plants are now proposed to be fully enclosed within buildings, the buildings must meet required setbacks per the Ordinance. The applicant should clarify proposed setbacks of the WWTP buildings.
14. Condominium Documents. The Lodi Township Board finds that the developments are proposed as a site condominium. *Section 45.04* requires that condominium documents, including bylaws, deed restrictions, articles of incorporation and other covenants or restrictions to be imposed upon land or buildings shall be submitted with the final site

plan. The revised submittal includes draft master deed, bylaws, and open space preservation easement. The Lodi Township Board finds that these documents must be approved and following approval, the property owner/developer must record all condominium documents/exhibits with the Washtenaw County Register of Deeds and provide copies to the Township Clerk in line with *Section 45.17*.

15. Easements. An ingress/egress easement providing access to Parcel M-13-01-300-013 is shown on the existing conditions plan and site plans for Arbor Preserve South. The applicant has provided a copy of the amended access easement with the submittal. The easement provides access from Waters Road and provides access to the parcel from Gilbert Court. As part of the supplemental package provided on September 18th, the applicant team provided a sheet indicating a 20-foot wide asphalt stub road within the existing access easement indicated for "Township access to adjacent property." The Lodi Township Board finds that upon approval of the Township Engineer of the proposed access road specifications that the Board finds those specifications acceptable. The Lodi Township Board further finds that the applicant must clarify how access to this easement will be provided given the gated entryway specified in the plans and obtain approval for that access.
16. Traffic Impact Study. An updated traffic impact study is provided with the revised submittal, as required by the amended consent judgment. Recommendations of the traffic study include installation of an actuated traffic signal at Wagner & Waters intersection, and left-turn lanes for both entrances on Wagner Road. The Lodi Township Board finds that the recommendations are appropriate.
17. The Lodi Township Board reviewed the Natural Features Statement, per review criteria in *Section 54.08.D*, and finds that in addition to the findings made above that the applicant must comply with all applicable state, local, and federal laws, ordinances, standards, and regulations. The applicant has provided information that it is working with or has submitted to applicable agencies. The Lodi Township Board further finds that final site plan approval should not be granted until approval is provided by all applicable agencies.
18. The Lodi Township Board finds all reviews and approvals from all applicable consultants, departments, and agencies must be obtained and provided.
19. The Lodi Township Board finds that the following reviews and permits are required:
 - a. Washtenaw County Road Commission (WCRC): Review and approval will be required. A permit will be required for all work within the right-of-way.
 - b. Washtenaw County Water Resources Commissioner's Office (WCWRC): Review and approval will be required for establishment of the drainage district and storm water detention and outlet.
 - c. Washtenaw County Water Resources Commissioner's Office (WCWRC): A permit will be required for soil erosion and sedimentation control.
 - d. Saline Area Fire Department: Review and approval will be required.
 - e. Washtenaw County Health Department (WCHD): Permits will be required for wells.
 - f. Michigan EGLE Sanitary/Part 41 (WWTP NPDES): A permit will be required for the collection system and WWTP.
 - g. Michigan EGLE Wetlands & Watercourses/Part 303: A permit may be required for the wetland mitigation measures prior to construction.
 - h. Other permits/approvals/etc. may be required.

20. The Lodi Township Board finds that after approval of the final site plan that a Development Agreement per the Lodi Township Zoning Ordinance Section 54.20 should be entered into and the Board hereby requests it.

THEREFORE, be it resolved, based on the above findings of fact by the Lodi Township Board regarding the revised (2) final site plans for Arbor Preserve North and Arbor Preserve South (*parcels # M-13-01-300-007, M-13-01-300-008, M-13-01-300-009, M-13-01-300-010, M-13-01-300-005, M-13-01-300-011, M-13-01-300-012, M-13-01-300-014*), as supplemented and amended (attached as Exhibit 6), that the revised final site plans are approved, subject to the following conditions:

1. The signing, entry, and recording of the proposed Second Amendment to Consent Judgment with the agreement to add that Toll Brothers will provide two trees to each lot owner to be planted and increase the contribution sum under item 3 Tree Replacement to Seven Hundred Fifty Thousand Dollars (\$750,000). (See proposed Second Amendment to Consent Judgment attached as Exhibit 5).
2. The proposed second amendment to the consent judgment outlines the proposed front yard setback deviations. The applicant must clarify that all side yard setbacks are still in compliance with required setbacks.
3. The buildable footprints shown on the plans reflect buildable area within the required setback, although building footprints are shown outside of the setback area. The proposed second amendment to the consent judgment lists the proposed front yard setback modifications, for the purpose of moving the houses out of the required wetland setback. The Lodi Township Board finds that the homes on those lots listed in the consent judgment are restricted to the setbacks as detailed in the consent judgment.
4. The applicant must indicate how the 25-foot buffer from the wetlands is to be established as untouched area, especially for lots that have yard area within the setback area and obtain approval from the Lodi Township Board for the method chosen to identify this area.
5. WWTP Building Setbacks. The wastewater treatment plant building setbacks are approved as provided on the plan because the buildings are in the setbacks of the PUD as indicated.
6. Condominium Documents. The developments are proposed as a site condominium. Section 45.04 requires that condominium documents, including bylaws, deed restrictions, articles of incorporation and other covenants or restrictions to be imposed upon land or buildings shall be submitted with the final site plan. The revised submittal includes draft master deed, bylaws, and open space preservation easement. The applicant must obtain final approval of these documents from Lodi Township and following approval, the property owner/developer must record all condominium documents/exhibits with the Washtenaw County Register of Deeds and provide copies to the Township Clerk in line with Section 45.17. The applicant will add the 25-foot

wetland setback information to the Condominium Documents for applicable lots to be approved by attorney review.

7. Easements. An ingress/egress easement providing access to Parcel M-13-01-300-013 is shown on the existing conditions plan and site plans for Arbor Preserve South. The applicant has provided a copy of the amended access easement with the submittal. The easement provides access from Waters Road and provides access to the parcel from Gilbert Court. As part of the supplemental package provided on September 18th, the applicant team provided a sheet indicating a 20-foot-wide asphalt stub road within the existing access easement indicated for "Township access to adjacent property." The applicant must obtain approval of the Township Engineer of the proposed access road specifications. Additionally, the applicant must clarify how access to this easement described above will be provided given the gated entryway specified in the plans and obtain approval from Lodi Township for that access. The gated entryway will have the option to be removed now or in the future to give access to the public to Parcel M-13-01-300-013. The Township Engineer will do a final inspection of the stub road to access Parcel M-13-01-300-013 to make sure that it meets the same standards as the rest of the roads.
8. Traffic Impact Study. The applicant must comply with the updated traffic study including installation of an actuated traffic signal at Wagner & Waters intersection and left-turn lanes for both entrances on Wagner Road, or if the WCRC has additional or different requirements, those requirements must be met.
9. Regarding the Natural Features. The applicant must comply with all applicable state, local, and federal laws, ordinances, standards, and regulations and obtain and provide approval from all applicable agencies as required.
10. The applicant must obtain and provide reviews and approvals from all applicable consultants, departments, and agencies.
11. The applicant must obtain and provide the following reviews and permits:
 - a. Washtenaw County Road Commission (WCRC): Review and approval will be required. A permit will be required for all work within the right-of-way.
 - b. Washtenaw County Water Resources Commissioner's Office (WCWRC): A permit will be required for soil erosion and sedimentation control.
 - c. Washtenaw County Health Department (WCHD): Permits will be required for wells.
 - d. Michigan EGLE Sanitary/Part 41 (WWTP NPDES): A permit will be required for the collection system and WWTP.

e. Michigan EGLE Wetlands & Watercourses/Part 303: A permit may be required for the wetland mitigation measures prior to construction.

f. Other permits/approvals/etc. may be required.

12. Per the First Amendment to Consent Judgment, if the applicant is not able to obtain a governmentally approved individual on-site water well within the boundary of an individual lot or site, that the maximum number of residential units will be reduced accordingly. Therefore, the right to build on any individual Unit is conditioned on obtaining governmentally approved individual on-site water well within the boundary of that individual lot or site.

13. The applicant after approval of the final site plan must execute with Lodi Township a Development Agreement per the Lodi Township Zoning Ordinance Section 54.20.

14. Unit 26 in the North development will be a smaller house footprint in the buildable envelope in order to remove the building from the 50-foot wetland set back.

Township Trustee Smith moved the adoption of the foregoing Resolution, which was seconded by Township Trustee Rentschler and thereupon adopted by the Lodi Township Board of Trustees by a roll call vote of the Township Board at the regular meeting, held this 20th day of October, 2025.

The following members voted:

Ayes: Smith, Godek, Rentschler, Foley

Nays: Marsh, Blackburn, Matelski

Absent or abstain: Noone.

The Supervisor declared the resolution adopted.



Christina Smith, Lodi Township Clerk

PRIVATE ROAD MAINTENANCE AGREEMENT

THIS PRIVATE ROAD MAINTENANCE AGREEMENT (“Agreement”) is made this ____ day of _____, 2025, by and between Lodi Township, a Michigan municipal corporation (“Township”) whose address is, 3755 Pleasant Lake Road, Michigan 48103, and Toll Northeast V Corp., a Delaware corporation (“Developer”), whose address is 26200 Town Center Drive, Suite 200, Novi, MI.

RECITALS

A. Developer is the developer of certain property located in Lodi Township, Washtenaw County, as more particularly described on Exhibit A attached hereto and made a part hereof (“Property”).

B. The Property is subject to a Consent Judgment dated February 13, 2007 (“Original Consent Judgment”), as thereafter interpreted in an Order Denying Motion for Order to Show Cause entered by the Court on June 29, 2021, and as amended by First Amendment to Consent Judgment dated October 30, 2023 (“First Amendment” and together with the Original Consent Judgment, “Consent Judgment”), which provide for the development of the Property as a single family residential development (“Project”) as more particularly set forth in the “Area/Preliminary Site Plan” attached as Exhibit C to the First Amendment and the conditions of approval attached as Exhibit D to the First Amendment (collectively, “Preliminary Approval”).

C. The Project shall be served by a private roadway system (“Road Improvements”) which shall be constructed in accordance with the Preliminary Approval and final design standards approved by the Township (“Final Approvals”).

D. The Project shall be developed as a residential site condominium according to the provisions of the Condominium Act, Act 59 of the Public Acts of 1978, as amended, and Township ordinances (“Condominium”) and the Condominium shall be operated by a condominium association (“Association”) whose members shall consist of all of the owners of units or lots within the Condominium (“Owners”).

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E. The Developer is responsible for the construction of the Road Improvements, and for the maintenance, repair and replacement of all Road Improvements until the Road Improvements have been completed and inspected and approved by the Township at which time, responsibility for maintenance, repair and replacement may shall be assigned to, and assumed by the Association on behalf of the Owners.

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F. The Township requires this Agreement to be entered into to provide for the construction, maintenance, repair and replacement of the Road Improvements and to provide the Township an easement for the maintenance, inspection, repair and replacement of the Road Improvements in the event the Road Improvements are not properly constructed, maintained, repaired or replaced.

G. This Agreement is exempt from county and state transfer taxes under MCL 207.505(a) and MCL 207.526(a) respectively as the consideration is less than \$100.00.

Now, therefore, the parties agree as follows:

1 Incorporation by Reference. The foregoing recitals are incorporated into this Agreement and agreed to be binding as if set forth in full in the body of this Agreement.

2 Reservation and Grant of Easements.

2.1 Developer establishes and reserves to itself the Association, the Owners and their respective tenants, occupants, guests and invitees, and Township representatives, including fire, police and emergency service providers, and other governmental authorities with jurisdiction over the Property, the Condominium or any portion thereof, but not the public at large, an easement for the purposes of vehicular and pedestrian access, ingress and egress over and across the Road Improvements, at all times.

2.2 Developer grants to the Township, its employees, agents, consultants and contractors, a perpetual easement to enter in and over the Road Improvements and such portions of the Property as is reasonably necessary for inspection, use, maintenance and repair of the Road Improvements (the "Township Maintenance Easement"). Notwithstanding the foregoing, the Township has no obligation to perform any maintenance or enforcement activities related to the Road Improvements.

2.3 The easements granted pursuant to this Agreement shall burden the Property and shall run with the Property, and the easements granted pursuant to this Agreement shall inure to the benefit of, and shall be binding upon, the Developer, the Association, the Owners and their respective tenants, occupants, guests and invitees, and the Township and its respective successors, transferees and assigns, but not the public at large.

~~2.3.2.4~~ Developer acknowledges that an ingress/egress easement has already been provided for access to Waters Road over the Road Improvements on Arbor Preserve—South for the benefit of property adjacent to south and west of Arbor Preserve—South (more particularly described as Parcel No. M-13-01-300-013), as depicted on Sheet 37 of the Final Site Plan for Arbor Preserve—South.

3 Construction of the Road Improvements; Repair and Maintenance of the Easement Parcels and Road Improvements.

3.1 Developer shall, at its sole cost and expense, construct the Road Improvements in accordance with the Final Approvals and permits issued pursuant to the Final Approvals.

3.2 If not already established, Developer shall establish the Association to provide for the ongoing maintenance, repair and replacement of all Road Improvements. Once the Road Improvements have been completed and inspected and approved by the Township, the Association shall be responsible for maintenance, repair and replacement of all Road Improvements and be responsible for assessment and collection from the Owners of sums necessary to pay for the maintenance, repair and replacement of all Road Improvements.

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3.3 Maintenance of the Road Improvements shall include, but is not limited to, grading, dust control, filling in and repairing cracks, potholes or other holes, removal of fallen trees and debris, resurfacing, snow plowing and removal, installation and maintenance of required

signage, and improvements to provide for surface water runoff drainage systems. Maintenance and improvements to the Road Improvements must at all times, at a minimum, meet the required standards and specifications of the ordinances of the Township in effect from time to time.

4 Enforcement by the Township.

4.1 This Agreement is enforceable by the Township, its successors, assigns or transferees and shall be binding on Developer until the Road Improvements have been completed, inspected and approved by the Township, and thereafter, the Association, and the Owners and their respective successors, assigns, agents and transferees.

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4.2 Following written notice having been delivered to the Developer, or the Association after the Road Improvements have been completed and inspected and approved by the Township, the Township and its consultants, contractors, engineers, agents and employees are authorized to enter the Property to inspect the Road Improvements. If, for any reason, the Road Improvements are not maintained in accordance with the standards set forth in Township ordinances, the Township may serve written notice of such failure upon the Developer or the Association after the Road Improvements have been completed and inspected and approved by the Township. Such written notice shall contain a clear description of the failure(s) in maintenance, a demand that the deficiencies of maintenance, repair and replacement and an opportunity to cure such failure to maintain within a stated reasonable time period. If such work is not properly performed within the time required, the Township through its consultants, contractors, engineers, agents and employees may, but is not required to, enter upon any portion of the Property as is reasonably necessary in order to undertake such maintenance, repair or replacement of the Road Improvements as the Township, in its sole discretion, deems necessary, in accordance with sound construction standards, and to bill the Developer, or once the Road Improvements have been completed and inspected and approved by the Township, the Owners through the Association, for the cost incurred plus reasonable interest on unpaid amounts after 30 days from the date of invoice. If such invoice is not paid within 30 days from the date of invoice, the amount invoiced shall be a lien on each Owner's unit or lot and may be collected by the Township in a collection suit or as delinquent taxes, and foreclosed upon in the same manner as delinquent taxes. If suit is initiated by the Township, the Developer or the Association after the Road Improvements have been completed and inspected and approved by the Township, the Association and Owners, shall pay all of the Township's reasonable legal fees and costs. In addition, the Township shall have the right, but not the obligation, to establish a Special Assessment District, and authorize improvements within the Special Assessment District for the Road Improvements. The Township, is authorized to proceed under Public Act 246 of 1945, as amended, Act 139 of 1972, as amended, Act 116 of 1923, as amended, and Act 188 of 1954 to establish Special Assessment Districts and levy special assessments upon the units or lots owned by each Owner to fulfill the obligations, and maintain, repair and replace the Road Improvements to the extent not properly maintained, repaired and replaced as provided in the notice previously delivered by the Township. The Developer shall provide in the master deed for the Condominium that by taking title to a unit, each Owner has irrevocably agreed that the Township, may establish the foregoing Special Assessment District. The choice of remedy shall be at the sole option of the Township and the election of one remedy shall not waive the use of any other remedy.

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5 Other Terms and Provisions.

- 5.1 The provisions of this instrument may be amended only in writing with the prior written consent of the Township and Developer until the Road Improvements have been completed and inspected and approved by the Township after which point in time, the prior written consent of the Township and the Association, only, and in no event shall the separate consent of the Owners be required. Any amendment to this Agreement shall be recorded in the Washtenaw County Records.
- 5.2 The laws of the State of Michigan shall govern the interpretation, validity, performance and enforcement of this Agreement. Invalidation of any provision of this Agreement by judgment or court order shall not affect the validity of any other provision, which shall remain in full force and effect.
- 5.3 Developer agrees, for itself and all successors and assigns, that at any such time that it becomes necessary or appropriate for the Road Improvements to be dedicated to public use under the control or jurisdiction of the Township or the Washtenaw County Road Commission, Developer, the Association, shall be bound by this Agreement and agree to deed or convey whatever title interest they have in the Road Improvements to the Township or Washtenaw County Road Commission without additional compensation. In the event of dedication and acceptance by the Township or the Washtenaw County Road Commission, this Agreement shall be deemed null and void and of no further force or effect.
- 5.4 This Agreement shall be recorded with the Washtenaw County Register of Deeds, shall constitute covenants running with the land, and shall be binding on all the parties, their heirs, agents, successors and assigns and all subsequent purchasers, including, but not limited to, the Association and the Owners. The Developer shall have no liability for any obligation under this Agreement arising after the date the Road Improvements have been completed and inspected and approved by the Township after which time, the Association and Owners shall be liable for the obligations arising under this Agreement.
- 5.5 No Owner may exempt himself from liability for his contribution towards the expenses of administration by waiver of the use or enjoyment of the roadway or easement or by abandonment of his parcel.
- 5.6 If any of the terms, provisions, or covenants of this Agreement are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holdings shall not affect, alter, modify or impair in any other manner whatsoever the other terms, provisions and covenants of this Agreement.

[signatures on following pages]

[Signature page to Barton Ridge Private Road Maintenance Agreement]

DEVELOPER/DEVELOPER

TOLL NORTHEAST V CORP,
a Delaware Corporation

By: _____
Its: _____

STATE OF MICHIGAN)
 ss.
COUNTY OF WASHTENAW)

Acknowledged to before me this _____ day of _____, 2024, by _____ of Toll Northeast V Corp, a Delaware Corporation, on behalf of the corporation.

_____, Notary Public
State of Michigan, County of Washtenaw
My Commission Expires: _____

[signature of Township on following page]

[Signature page to Arbor Preserve Private Road Maintenance Agreement]

TOWNSHIP

Lodi Township,
a Michigan municipal corporation

By:
Its:

STATE OF MICHIGAN)
 ss.
COUNTY OF WASHTENAW)

Acknowledged to before me this _____ day of _____, 2025, by _____,
the _____ of LODI TOWNSHIP, a Michigan municipal corporation, on behalf of the
Township.

_____, Notary Public
State of Michigan, County of Washtenaw
My Commission Expires: _____

**DRAFTED BY AND WHEN
RECORDED RETURN TO:**
Kenneth J. Clarkson, Esq.
Taft Stettinius & Hollister LLP
27777 Franklin Road, Suite 2500
Southfield, MI 48034

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

~~126826.000001 4217-5458-3142.1 125831.000007 4926-1025-4949-1~~

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4862-6310-7472_2
4889-4111-5862_1

