



CASH WAGGNER
& ASSOCIATES, PC
CONSULTING ■ ENGINEERING ■ SURVEYING
ECOLOGICAL ■ ENVIRONMENTAL

March 15, 2024

VIA E-MAIL: Scott Adkins <citymanager@cityofmarinecity.org>
Tracy Kallek <tkallek@cityofmarinecity.org>

City of Marine City Planning Commission
260 S. Parker Street
Marine City, Michigan 48039

RE: Planned Development Project (PDP)
Marine City Place Apartments
2006 S. Parker St
Marine City, Michigan

Dear Planning Commission:

Enclosed with this cover letter, please find the following items for the proposed Marine City Place Apartments PDP:

1. PDP Application
2. Written Statement
3. Overall Development Plan
4. Traffic Data
5. Fiscal Impact
6. Market Study
7. Legal documentation of single ownership or control.
 - a. Purchase Agreement
8. Construction Schedule
9. Documents
 - a. Warranty Deed

Please note that some supporting data provided herein was derived from the City of Marine City's Draft Master Plan, dated March 11, 2024.

Sincerely,

CASH WAGGNER & ASSOCIATES, PC



Nathan R. Wagner, PE

Project Engineer

~~SITE PLAN REVIEW~~

**APPLICATION AND SUBMITTAL
CHECKLIST FOR PLANNING
COMMISSION**

Cash Receipting Code: Plan Com



City of Marine City
Building Department
260 S Parker St.
Marine City, MI 48039
(810) 765-9011
buildingdepartment@cityofmarinecity.org

Application Fees:	\$200.00	Single & Multi-Family (up to 3 units)
	\$300.00	Commercial, Industrial, Subdivisions, Condos, Multi-Family (4 or more units)
	\$200.00	Special Use Application

When this completed application is filed in conjunction with the site plan for the proposed development, it will serve to initiate processing of the plans in accordance with the review procedure as described in the City of Marine City Zoning Ordinance. The engineer, architect, planner and/or designer retained to develop the site plan shall be responsible for securing a copy of the City of Marine City Zoning Ordinances, which are available on the City's website at www.cityofmarinecity.org, and complying with the various requirements therein. Further, these professionals shall make themselves aware of all master plan requirements including, major thoroughfares, land use, recreation, etc. Be sure to complete each applicable section of this application, omission of any required information will delay the review process. **Applicant will reimburse the City of Marine City for all planning Consultant fees and Engineering Consultant fees associated with this application prior to being placed on the agenda.**

Applicant Name(s): Marine City Place Apartments, LLC - Rutger Breakey

Applicant Address: [REDACTED]

Phone: [REDACTED] Fax: [REDACTED] Email: [REDACTED]

Property Owner Name(s): Chesterfield Venture, LLC

Property Owner Address: [REDACTED]

Phone: [REDACTED] Fax: [REDACTED] Email: [REDACTED]

Name of Proposed Development: Marine City Place Apartments

Address of Development: 2006 S. Parker St, Marine City, MI 48039

Parcel No.: 74-02-012-3004-000 Description of Development: New Addition

Copy of Legal Description Attached

Proposed Use: See attached Exhibit A

I (We) hereby attest that all of the information provided in this application and attachments submitted, are true and correct to the best of my (our) knowledge and belief.

Applicant's Signature: [Signature] Date: 12/28/23

Owner's Signature: [Signature] Date: 12/28/2023

Site Plan Preparer Signature: [Signature] Date: 12/28/23

If petitioner is not the owner, state the basis for representation (i.e. Attorney, Representative, Option-to-Buy, etc.): [REDACTED]



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Marine City Place Apartments
Planned Development Project (PDP)

2. Written Statement:

The proposed PDP provides residential living in a private multi-family-style setting, with a target market of young professionals, prospective workers, and corporate housing. Operations will be overseen by resident-managers along with maintenance personnel. The development will be under single ownership and control.

Parking areas and drive aisles will be private, and the site will be served by public sanitary sewer, public watermain, private storm sewer, and buried electric, cable TV, natural gas, and telecommunication lines.

Enclosed please find our Application for Parcel Number 74-02-012-3004-000 located at 2006 S. Parker St. On behalf of the Owner/Seller and Developer/Contract-Purchaser, we are requesting rezoning to Planned Development Project (PDP) to develop a Multi-Family Residential Community consisting of five (5) 36-unit buildings totaling 180 apartment units. The development will also include a leasing office with a business center and fitness center, maintenance shed, and the associated parking lot and utilities for the complex.

The parcel contains 465,436-SF (10.68-ac). The proposed development having a unit mix comprising of 175 two-bedroom units and 5 one-bedroom units for a total of 180 units (465,436 sq ft), generating a density of 16.854 units per acre. The two-bedroom units will be a mixture of 1-bath and 2-bath units. The multiple family buildings are proposed with a maximum length of 252-ft and mean height just under 35-feet and 3-stories.

The 3-story design reduces impervious areas and therefore stormwater runoff and allows the project to be developed while avoiding and minimizing impacts to potential waterways and wetlands. The building façade will be a mixture of brick and cement siding to blend with the broader neighborhood character.

The proposed 180-units are proposed with a minimum of 360 parking spaces or at 2 spaces per unit.

Every unit will have a balcony/patio. A few areas are delineated as Detention/Open Space on the Development Plan. Final design will dictate which areas are to be Detention -vs- Open Space. However, the Detention Basins will be "dry" and can be utilized as open space recreation during dry weather. The buildings are setback from the parking and property lines to provide ample open space lawn areas around the buildings.

The PDP will be harmonious with public health, safety, and welfare of the City and will not result in unreasonable negative environmental impact or the loss of historic structures. It will clean up an apparent Brownfield contaminated site.

3. Overall PDP Plan

See the enclosed Development Plan for a layout of the residential structures, office/fitness center, parking areas, proposed utilities, detention and open spaces. Also see the enclosed building rendering of the typical structure and proposed façade. Below are renderings of the three types of units proposed.

Multi-Story 1 Bedroom



Multi-Story 2 Bedroom 2 Bath



Multi-Story 2 Bedroom





Marine City Place Apartments
Planned Development Project (PDP)

4. Traffic Data:

Below are the totals of estimated vehicle trips generated by the proposed Marine City Place Apartments development. These estimates are based on the ITE Trip Generation Manual (11th Edition). Calculations are for apartment buildings drive entrance/exit. See table below.

Land Use (ITE Code)	Units	Expected Daily Trips (Weekday)	Peak Hour Trips	Peak Hr. In	Peak Hr. Out
Multifamily Housing Low-Rise (220)	Dwelling Unit	ITE Rate = 6.83	Rate = 0.51 (AM) Rate = 0.61 (PM)	24% (AM) 62% (PM)	76% (AM) 38% (PM)
Proposed Drive Aisle	36(units/apt.) x 5 (apts.) = 180 units	6.83 x 180 = 1,229 trips	0.51 x 180 = 91 trips (AM) 0.61 x 180 = 110 trips (PM)	22 (AM) 68 (PM)	69 (AM) 42 (PM)

South Parker Street (a.k.a. M-29) is a state roadway controlled by the Michigan Department of Transportation (MDOT). M-29 has an Annual Average Daily Traffic (AADT) volume of 8,413 trips per day. The proposed PDP will increase traffic volumes by an estimated 15%. The proposed driveway will be designed to MDOT standards and subsequently submitted to MDOT for review and permit approval.

The plan is laid out with a second driveway in the rear of the property based the assumption that King Road will be extended in the future.

5. Fiscal Impact:

Marine City has experienced an increase in owner-occupied housing and a decrease in renter-occupied housing units. Renter-occupied units dropped 25.4% from 2010 to 2021 resulting in a loss of 143 rental units.

Neighboring communities have all experienced more significant residential unit increases in comparison to Marine City. This is consistent with the declining population; however, declining population should not hinder new housing opportunities and options. Declining population could be indicative of the quality of Marine City's housing stock or housing types, or indicate there is limited space for new housing without demolition.

Job projection for Marine City is expected to increase by 224, or 10.3% by 2030. Jobs are projected to fluctuate, increasing through 2035, then decreasing through 2050. Marine City saw the largest household income increases in the \$75,000-\$149,999 income bracket. The lowest four brackets (\$0 – \$34,999) have all experienced decreases. Additionally, the median income of Marine City has increased by about \$10,000. The majority of renters, 65%, in Marine City are able to rent at a rate that is deemed affordable, while 15% have unaffordable rates, and 20% of renters experience severely unaffordable rates. The PDP intends to provide affordable units that meet the 30% threshold of household incomes.

Marine City has an existing market demand for up to 40,000 square feet (sf) of new retail and restaurant development which could currently generate as much as \$12.5 million in annual sales.



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Marine City Place Apartments
Planned Development Project (PDP)

Additional “roof tops” will add demand and should spur new commercial development. Residents of this project will likely work, shop and eat at a variety of business within the community, thereby enhancing economic viability of the area.

Multiple-family housing occupies approximately 45 acres. The majority of these housing units are situated within numerous small complexes dispersed across the residential neighborhoods of the city. Some multifamily units can also be found in spacious single-family homes that have been repurposed for multi-family use, as well as on the second and, in certain instances, third floors of commercial buildings along Water Street in the central business district known as the “Nautical Mile.” Additionally, more modern and larger residential complexes have been constructed on the western side of King Road, to the north of Chartier Road, and on the eastern side of King Road, between West Boulevard and Ward Street.

Two-family units, on the other hand, are typically spread throughout the city’s single-family residential areas. The majority of Marine City’s two-family units, particularly the older ones, have been established by converting single-family homes into two-family dwellings. Newer two-family units are located within purpose-built duplex structures, with clusters of these units situated on the north side of Gladys Avenue, the south side of Woodworth Avenue, west of Mary Street, and on the north side of DeGurse Avenue.

Marine City falls within the jurisdiction of the East China School District, which also serves the City of St. Clair, China Township, Cottrellville Township, East China Township, and portions of Casco, Columbus, Ira, and St. Clair townships, covering a total area of 122 square miles. During the 2015-2016 academic year, the district boasted an enrollment of 4,253 students. Notably, four out of the district’s ten schools are situated within Marine City:

- Belle River Belle River Elementary School, 1601 Chartier Road – 2016-2017 enrollment: 456
- Marine City Middle School, 6373 King Road –2016-2017 enrollment: 404
- Marine City High School, 1085 Ward Street – 2016-2017 enrollment: 511
- Riverview East High School, 6373 King Road 2016-2017 enrollment: 117

An analysis of similar apartment communities developed by the Applicant revealed the occupancy rate for minors ranged from 0-4.2% of total occupants. Bell Estates I & II was developed with 276 units housing 469 occupants of which 18 are minors, or 3.83%. Bell Estates Phase 1 had a 4.2% minor occupancy rate. At 4.2%, the proposed Marine City Place Apartments PDP could add an additional 13 children to the school’s enrollment, or an increase of 0.87% to the enrollment listed above.

The existing water system in Marine City is sufficient to cater to both current and anticipated future demands. With a treatment capacity of 2.0 million gallons per day, the system presently utilizes only half of this capacity. In 1999, the city erected a new 750,000-gallon water tower at King Road.

The Wastewater Treatment Plant, constituting Phase I of the Wastewater Treatment Plant Project, was established in 1992. This facility has a daily capacity of 1,000,000 gallons, effectively meeting the city’s wastewater treatment needs for the foreseeable planning period.

The proposed PDP was presented to the fire department to assess the demand on emergency services and serviceability to the three-story structures. The fire department had no objections.



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Marine City Place Apartments
Planned Development Project (PDP)

6. Market Study:

Roundtable discussions indicated a need for greater housing variety for young families and seniors, such as cottage courts, split level duplexes, and independent living communities.

The Housing Goals are as follows:

1. Promote a variety of quality housing options to achieve affordable housing for all individuals and families.
2. Prioritize vacant, underutilized residential properties for redevelopment and ensure compatibility.
3. Attract residents, workers, and entrepreneurs, with focus on young professionals.
4. Develop or redevelop priority sites by remediating potential brownfield contamination to make land available for development.
5. Decrease car dependency to access amenities. A trailway exists along the property frontage providing walkability and bicycle access to community amenities.

This marketing plan identifies key target audiences and related messaging.

The top priority target audiences identified at the October 10th Open House are prospective residents, with a focus on young professionals, prospective workers, and entrepreneurs.

The proposed project addresses the key metrics for prospective residents that will provide affordable middle housing while promoting walkability both internal to the site and access to downtown, shopping, restaurants, and outdoor activities via the existing trailway.

Like many other legacy communities in southeast Michigan, Marine City's housing needs are also being affected by national demographic shifts. As Marine City ages along with the state, the demand for housing types is changing. About 25% of new households prefer condos and townhomes, and most young adults and older adults prefer smaller size units which are more affordable.

Today, Marine City is largely composed of single-family homes. While beautiful, these homes are rarely accessible and often unaffordable for young parents or fixed-income seniors. To make Marine City age-in-place friendly, the City must allow people to modify their existing homes to be accessible and also accommodate more housing options, such as apartments, duplexes, and assisted living facilities.

The future of housing in Marine City will need not only more starter homes, but also more townhomes, apartments, and alternative housing types.

The proposed PDP caters to the young professional and will provide new affordable housing units to attract prospective workers.

7. Legal documentation of single ownership or control.

As evidenced on the enclosed Purchase Agreement, together with Amendments, the Applicant – RT Group III, LLC is the Contract Purchaser and intends to purchase the subject parcel pending governmental approvals. This PDP will be developed as a single-lot development where all amenities will be privately constructed and maintained.

**PURCHASE AGREEMENT
(MARINE CITY, MICHIGAN)**

THIS PURCHASE AGREEMENT is between RT Group III, L.L.C., a Michigan limited liability company, whose address is 321 Woodland Pass, Suite 100, East Lansing, MI 48823 (“Purchaser”) and Chesterfield Ventures, LLC, a Michigan limited liability company, whose address is 58021 Gratiot Avenue, New Haven, MI 48048 (“Seller”), who hereby agree as follows:

1. Purchase Price. Seller shall sell, and Purchaser shall buy, property in Marine City, St. Clair County, Michigan, consisting of approximately 10.733 acres (Tax Parcel No. 74-02-012-3004-000) (the “Property”), for a purchase price equal to Five Hundred Twenty-Five Thousand Dollars (\$525,000) (the “Purchase Price”) to be paid at closing.

2. Earnest Money. Upon execution of this Agreement by both parties, Purchaser shall make an earnest money deposit of Ten Thousand Dollars (\$10,000) to be held by Transnation Title Company, Lansing, Michigan (“Transnation”). In the event the Purchaser refuses to conclude the sale on the terms herein set forth, after satisfaction of all contingencies, the earnest money deposit may be retained by Seller for its benefit and for liquidated damages for non-performance of this Agreement. In the event the Seller wrongfully refuses to conclude the sale on the terms herein set forth, the earnest money deposit shall be immediately refunded to Purchaser and the Purchaser may bring an action for specific performance or pursue such other remedy as Purchaser may elect.

3. Government Approvals. This Agreement is contingent upon Purchaser’s ability to obtain all necessary governmental approvals for the construction of an apartment complex on the Property. “Governmental approvals,” for purposes of this paragraph, shall include, but shall not be limited to, subdivision, i.e., zoning and variance requests, site plan approval and all other necessary approvals from the municipality and the county in which the Property is located, as well as MDOT and any other necessary state approvals. Purchaser shall have eight (8) months from the Commencement Date (the “Due Diligence Period”) to obtain all appropriate government approvals. “Commencement Date” shall mean the effective date of this Agreement. At the end of eight (8) months, Purchaser shall either (a) waive all contingencies and close this transaction or (b) extend the Due Diligence Period for up to two (2) periods of sixty (60) days by paying directly to Seller a non-refundable extension fee of Five Thousand Dollars (\$5,000) per extension period, which extension fee(s) shall be applied to the Purchase Price at closing, or retained by Seller if the transaction does not close for any reason (other than a default by Seller).

4. Survey. Purchaser shall obtain a staked survey of the Property at Purchaser’s sole cost. If the survey (a) is for good cause not acceptable to the Title Company; or (b) shows the area of the Property to be less than 10.733 acres; or (c) shows easements, encroachments or other materially adverse conditions which are not approved by Purchaser, Purchaser, within fifteen (15) days from receipt of such survey and the title insurance commitment referred to in Paragraph (7) below, shall have the right (i) to terminate this Agreement whereupon all earnest money, extension fee and interest thereon, if any, shall be refunded to Purchaser; or (ii) waive the objection and to the transaction.

5. **Utilities.** This Agreement is contingent upon Purchaser being able to connect to public water and sewer without any extraordinary expense and the availability at reasonable cost of all other necessary utilities.

6. **Inspections.** This Agreement is contingent upon Purchaser's satisfaction with the results of soil boring tests and environmental inspections to be performed at Purchaser's sole expense during the Due Diligence Period. Seller shall cooperate with Purchaser and shall grant to Purchaser, its agents, employees, contractors, consultants and designees the right to enter upon the Property to inspect the Property and satisfy itself with its condition, to survey, perform environmental, physical and all other inspections as Purchaser deems appropriate. Such physical inspection by Purchaser may include a Phase I and Phase II environmental site assessment of the Property. Seller authorizes Purchaser and Purchaser's agent to contact governmental authorities and other third parties to obtain information about the Property.

7. **Title Insurance.** Seller shall provide, at its expense, a policy of title insurance in the amount of the Purchase Price from Transnation. Within ten (10) days of the Commencement Date, Purchaser shall order on Seller's behalf, a commitment for an owner's policy of title insurance. Upon receipt of said commitment and the survey, Purchaser shall notify Seller of any objections to the condition of the title, including any conditions reflected in the commitment or survey which render title unmarketable, and thereafter, Seller shall have thirty (30) days to cure same. If the Purchaser's objections to the condition of the title are not cured or Transnation is unwilling to delete all standard exceptions other than for real property taxes on the Property which are a lien but which are not yet due, Purchaser may either: (a) terminate this Purchase Agreement; or (b) waive the objections and close the transaction.

8. **Authorization.** Seller represents and warrants that it has sole title to the Property and that the execution of this Purchase Agreement by the undersigned is duly authorized and not in violation of any agreement to which Seller is a party or to which the Property is subject. Seller represents and warrants that no litigation or proceedings, legal, equitable, administrative, through arbitration or otherwise are pending or threatened which might affect the Property or consummation of the purchase and sale described in this Agreement.

9. **Environmental Condition.** Seller represents and warrants that it has not disposed, or caused to be disposed, any environmental contamination on the Property and to the best of its knowledge, after due inquiry, no environmental contamination has been placed, stored, or disposed of on the Property.

10. **Assignment.** Purchaser shall have the right to assign its rights to purchase all or a portion of the Property to another entity formed by one or more principals of the Purchaser.

11. **Real Property Taxes.** Real property taxes shall be prorated as if paid in arrears based on the calendar year. If any bill for taxes pro-ratable hereunder is not issued as of the closing date, the corresponding tax bill for the last previous year shall be substituted therefore and used in proration hereunder. The Seller shall pay all assessments that are levied against the Property on or before the date of the Closing, whether due in installments or otherwise, at or before the Closing.

12. Land Division Act. Seller and Purchaser agree that the following statements shall be included in the deed at the time of delivery:

- (a) The grantor grants to the grantee the right to make no division(s) under section 108 of the land division act, Act No. 288 of the Public Acts of 1967.
- (b) This Property may be located within the vicinity of farm land or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan right to farm act.

13. Closing Costs/Transfer Taxes/Recording Fees. Seller shall pay all costs required and necessary to convey clear title. In addition, Seller shall pay county and state transfer taxes associated with the conveyance. Purchaser shall pay the cost of recording the deed or deeds.

14. Termination of Purchase Agreement. In the event any contingencies contained herein are not satisfied, this Agreement shall be null and void, the earnest money shall be returned to Purchaser, any extension fee shall be retained by Seller, and neither party shall have any further obligation hereunder.

15. Warranties/Representations. The warranties set forth in this Agreement shall survive the closing.

16. Binding Agreement. This Agreement shall be binding on the parties hereto, their representatives, heirs, successors and assigns.

17. Closing Date and Possession. This transaction shall be closed within twenty (20) days after Purchaser gives written notice to Seller that it is removing all contingencies in this Agreement. Sole possession of the Property shall be delivered at closing.

18. Warranty Deed. At closing, Seller shall convey title to the Property to Purchaser by a warranty deed in a form reasonably acceptable to Purchaser.

19. Miscellaneous. This Agreement embodies the entire agreement and understanding of the parties and there are no further agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto or their respective successors or assigns.

20. Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Michigan.

21. Headings. The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

22. Electronic Transmission/Counterparts. This Agreement may be executed in any number of counterparts and delivered electronically. This Agreement shall constitute a binding

contract between the parties hereto as to the matters set forth herein when, and only when, it is executed in one or more counterparts by both parties hereto and delivered to each party.

23. Real Estate Broker. Seller shall be solely responsible for all commissions owed in connection with the sale of the Property to DeLacy Real Estate Exchange/Thomas Blount per separate agreement. Each party represents and warrants to the other party that it has not dealt with any other real estate licensee in connection with the transaction contemplated by this Agreement. In the event of any claim for broker's or finder's fees or commissions claimed in connection with the negotiation, execution or consummation of this Agreement or the transactions contemplated hereby, each party shall indemnify, defend and hold harmless the other party from and against any such claim based upon any actual or alleged statement, representation or agreement of such party. This provision shall survive termination of this Agreement.

24. Expiration of Offer. This offer shall expire unless Purchaser shall receive Seller's signed acceptance within seven (7) days of the delivery of this offer.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written below their signatures.

PURCHASER:

RT GROUP III, L.L.C.,
a Michigan limited liability company

By:  _____

Its: _____

Date: _____

SELLER:

Chesterfield Ventures, LLC,
a Michigan limited liability company

By:  _____

Its: _____

Date: 4/25/2022

**FIRST AMENDMENT TO
PURCHASE AGREEMENT
(MARINE CITY, MICHIGAN)**

This is a first amendment to a Purchase Agreement (the "Purchase Agreement") that was entered into as of the 25th day of April 2022, by and between RT Group III, L.L.C., a Michigan limited liability company ("Purchaser") and Chesterville Ventures, LLC, a Michigan limited liability company ("Seller").

per Chesterfield

The Purchase Agreement is hereby amended as follows:

1. Seller shall obtain a Confirmation of Easement in the form attached hereto.
2. The Due Diligence Period shall be extended to a date that is eight (8) months from the date of the satisfaction of the condition set forth in Paragraph 1 above.
3. In the event that Seller is unable to obtain the Confirmation of Easement within six (6) months of the date hereof, Seller shall reimburse Purchaser for all extension fees previously paid by Purchaser, the earnest money deposit shall be paid to Purchaser and neither party shall have any further rights or obligations under the Purchase Agreement.
4. All other terms of the Purchase Agreement not expressly amended hereby shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment to Purchase Agreement as of the day and year written below their signatures.

SELLER:

Chesterfield

per Chesterville Ventures, LLC,
a Michigan limited liability company

PURCHASER:

RT Group III, L.L.C.,
a Michigan limited liability company

By:

Raymond R. J...

Its:

Authorized Member

Date:

2/24/2023, 2023

By:

[Signature]

Its:

Authorized Member

Date:

2/27, 2023

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**SECOND AMENDMENT TO
PURCHASE AGREEMENT
(MARINE CITY, MICHIGAN)**

This is a Second Amendment to a Purchase Agreement (the "Purchase Agreement") that was entered into as of the 25th day of April 2022 and amended pursuant to a First Amendment dated February 27, 2023, by and between RT Group III, L.L.C., a Michigan limited liability company ("Purchaser") and Chesterfield Ventures, LLC, a Michigan limited liability company ("Seller").

The Purchase Agreement is hereby amended as follows:

1. The Due Diligence Period is extended until May 31, 2024.
2. All other terms of the Purchase Agreement not expressly amended hereby shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Second Amendment to Purchase Agreement as of the day and year written below their signatures.

SELLER:

Chesterfield Ventures, LLC,
a Michigan limited liability company

By: 

Its: Pat Acciaiovatti

Date: November 30, 2023

PURCHASER:

RT Group III, L.L.C.,
a Michigan limited liability company

By: 

Its: Authorized Member

Date: November 21, 2023



March 15, 2024

Marine City Place Apartments
Planned Development Project (PDP)

8. Schedule. A schedule of the development and construction details, including specific phasing dates and timing of all proposed improvements.

Item/Work	Timeline
Plan Reviews & Permits	March 2024 – September 2025
Mobilization/Clearing	March 2025
Stripping, Temp. BMP's	March 2025
Land Balancing & Sediment Basins	April – May 2025
Remaining Mass Earthwork & Building pads	May – June 2025
Storm Sewers & Utilities	June – September 2025
Stone & Asphalt Base for Parking Areas	October 2025
Building Slabs & Foundation	October – November 2025
Building Construction	October 2025 – October 2027

9. Documents

a. Warranty Deed

The enclosed Deed indicates proof of ownership by the current landowner/seller, Chesterfield Ventures, LLC. Upon all governmental approvals and waiving of other contractual due diligence items, the property will be transferred to the Applicant, RT Group III, LLC (or an affiliated assignee).

As this will be single-owner multi-family community, all tenants will be required to abide by the terms of rental agreements and pass a third-party background check.



BOOK 3239 PAGE 807
CLERK REGISTER
ST. CLAIR COUNTY
RECEIVED FOR RECORD

DEC 08 2004 10:18
LOK 297 PAGE 807 TIME 01:18
Marilyn J. Lucas
CLERK & COMPTROLLER

WARRANTY DEED
STATUTORY FORM

KNOW ALL MEN BY THESE PRESENTS: That HAZEN J. CARROLL, TRUSTEE OF THE HAZEN J. CARROLL REVOCABLE TRUST OF NOVEMBER 15, 1999

the address of which is 2006 PARKER, MARINE CITY, MI

Convey(s) and Warrant(s) to CHESTERFIELD VENTURE, L.L.C., A MICHIGAN LIMITED LIABILITY COMPANY whose address is 58021 GRATIOT, NEW HAVEN, ME 48048

the following described premises situated in the City of Marine City, County of St. Clair, and State of Michigan, to-wit:
(SEE ATTACHED RIDER A FOR FULL LEGAL DESCRIPTION OF REAL ESTATE)

Parcel Identification No. 74-02-012-3004-000
Commonly known as: 2006 PARKER, MARINE CITY, MI,
together with all and singular the tenements, hereditaments and appurtenances therunto belonging or in anywise appertaining for the sum of TWO HUNDRED EIGHTY-FIVE THOUSAND & 00/100, (\$285,000.00), DOLLARS.

Subject to: the existing building and use restrictions, easements, and zoning ordinances, if any, and taxes and assessments which constitute a lien, but are not yet due and payable.

Dated this 3rd day of December, 2004

Signed in the presence of:

Signed by:

Hazen J. Carroll
HAZEN J. CARROLL, TRUSTEE OF THE HAZEN J. CARROLL REVOCABLE TRUST OF NOVEMBER 15, 1999



STATE OF MICHIGAN }
COUNTY OF MACOMB } ss.

The foregoing instrument was acknowledged before me this 3rd day of December 2004, by: HAZEN J. CARROLL, TRUSTEE OF THE HAZEN J. CARROLL REVOCABLE TRUST OF NOVEMBER 15, 1999.

Jennifer Marie Scott
JENNIFER MARIE SCOTT Notary Public
MACOMB County, Michigan

My Commission expires: 11/2/05
County Treasurer's Certificate

Acting in
County Treasurer's Certificate

When Recorded Return To: GRANTEE

Send Subsequent Tax Bills To: GRANTEE

Drafted by: LANCE PAXTON, 45609 VILLAGE BLVD., SHELBY TWP., MI 48315

Escrow Number EE101603/77519645 Recording Fee \$ 18 Revenue Stamps \$2,451.00

RIDER A

BOOK 3239 PAGE 808

LEGAL DESCRIPTION:

Land in the City of Marine City, St. Clair County, Michigan, described as:

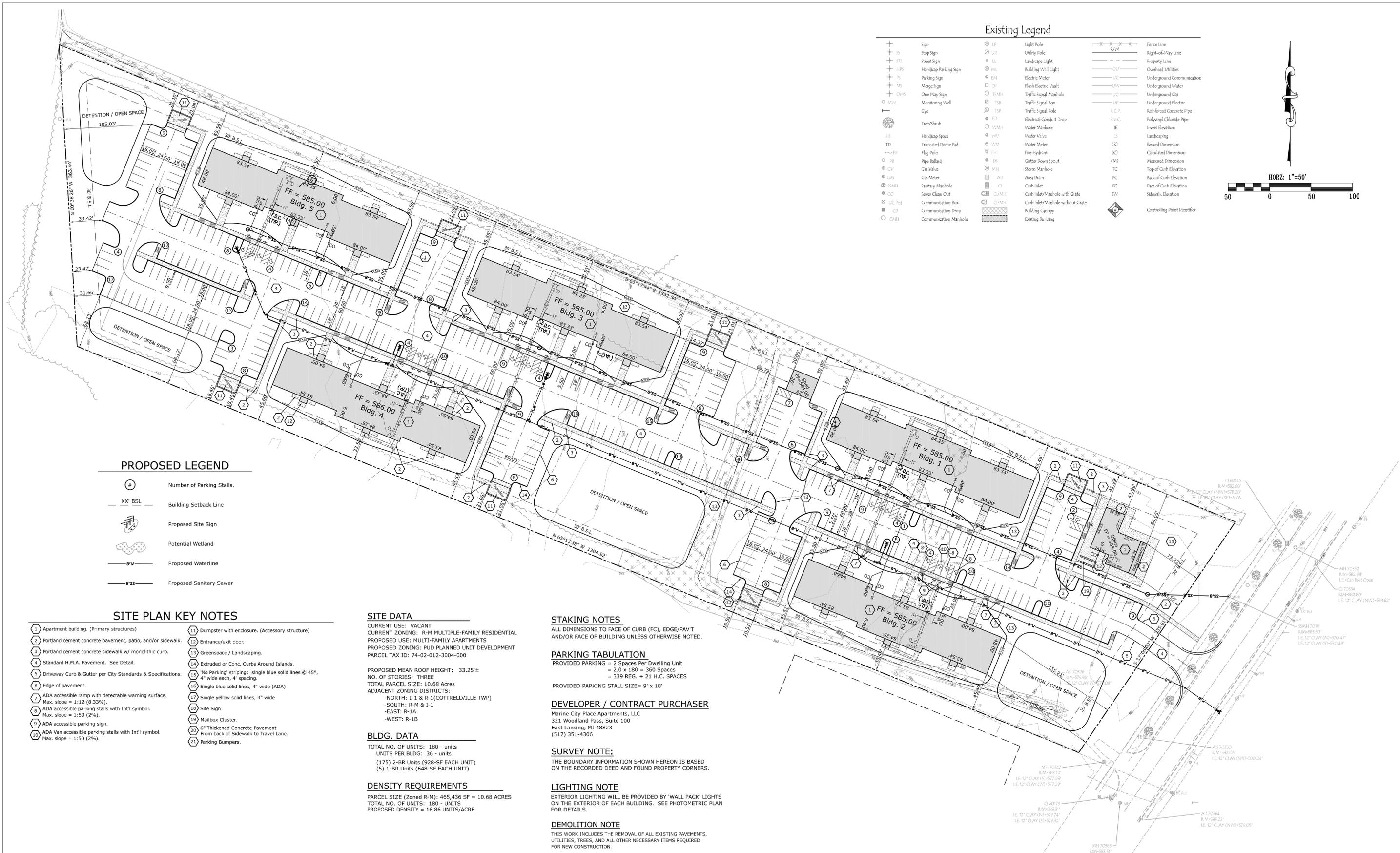
The Southerly 66.7 feet of that part of Section 12 and the Northerly 295 feet of that part of Private Claim 598 lying East of and measured along West line of Section 12 extended South and lying West of M-29 Right of Way; includes Lot 55 and part of Lot 54, Supervisor's Wensey Plat, according to the plat thereof as recorded in Liber 53 of Plats, page 41, St. Clair County Register of Deeds Office.

Commonly known as: 2006 PARKER, MARINE CITY, MI.
Parcel Identification No. 74-02-012-3004-000

Date Dec 8 2004

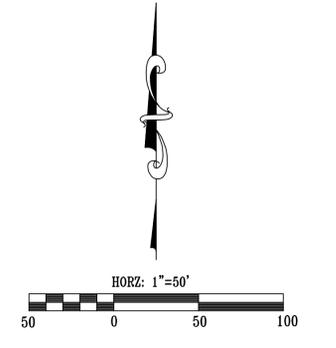
This is to certify that there are no tax liens or liens on this property and that the taxes are paid for FIVE YEARS previous to the date of this instrument. This certification does not include taxes, if any now in the process of collection by the City, Village or Township Treasurer.
ST. CLAIR COUNTY TREASURER

By: Dubrow D. Hill



Existing Legend

+	Sign	⊗	Light Pole	---	Fence Line
+	Stop Sign	⊗	Utility Pole	- - - -	Right-of-Way Line
+	Street Sign	●	LL Landscape Light	---	Property Line
+	HPS Handicap Parking Sign	⊗	WAL Building Wall Light	- - - -	Overhead Utilities
+	PS Parking Sign	⊗	EM Electric Meter	- - - -	Underground Communication
+	MS Merge Sign	⊗	EV Flush Electric Vault	- - - -	Underground Water
+	MS One Way Sign	⊗	TSMH Traffic Signal Manhole	- - - -	Underground Gas
+	OWS Monitoring Well	⊗	TSB Traffic Signal Box	- - - -	Underground Electric
+	Gye	⊗	TSP Traffic Signal Pole	- - - -	R.C.P. Reinforced Concrete Pipe
⊗	Tree/Shrub	⊗	EP Electrical Conduit Drop	- - - -	P.V.C. Polyvinyl Chloride Pipe
⊗	Handicap Space	⊗	WMH Water Manhole	- - - -	IE Invert Elevation
⊗	Truncated Dome Pad	⊗	WV Water Valve	- - - -	LS Landscaping
⊗	Flag Pole	⊗	WM Water Meter	- - - -	(R) Record Dimension
⊗	Pipe Bollard	⊗	FH Fire Hydrant	- - - -	(C) Calculated Dimension
⊗	Gas Valve	⊗	DS Gutter Down Spout	- - - -	(M) Measured Dimension
⊗	Gas Meter	⊗	SM Storm Manhole	- - - -	TC Top of Curb Elevation
⊗	Sanitary Manhole	⊗	AD Area Drain	- - - -	BC Back of Curb Elevation
⊗	Sewer Clean Out	⊗	CI Curb Inlet	- - - -	FC Face of Curb Elevation
⊗	Communication Box	⊗	CI/MH Curb Inlet/Manhole with Grate	- - - -	SW Sidewalk Elevation
⊗	Communication Drop	⊗	CI/MH Curb Inlet/Manhole without Grate	⊗	Controlling Point Identifier
⊗	Communication Manhole	⊗	EB Building Canopy		
		⊗	EB Existing Building		



PROPOSED LEGEND

⊗	Number of Parking Stalls.
- - - -	Building Setback Line
⊗	Proposed Site Sign
⊗	Potential Wetland
- - - -	Proposed Waterline
- - - -	Proposed Sanitary Sewer

SITE PLAN KEY NOTES

- | | |
|---|--|
| 1 Apartment building. (Primary structures) | 11 Dumpster with enclosure. (Accessory structure) |
| 2 Portland cement concrete pavement, patio, and/or sidewalk. | 12 Entrance/exit door. |
| 3 Portland cement concrete sidewalk w/ monolithic curb. | 13 Greenspace / Landscaping. |
| 4 Standard H.M.A. Pavement. See Detail. | 14 Extruded or Conc. Curbs Around Islands. |
| 5 Driveway Curb & Gutter per City Standards & Specifications. | 15 'No Parking' striping: single blue solid lines @ 45°, 4" wide each, 4' spacing. |
| 6 Edge of pavement. | 16 Single blue solid lines, 4" wide (ADA) |
| 7 ADA accessible ramp with detectable warning surface. Max. slope = 1:12 (8.33%). | 17 Single yellow solid lines, 4" wide |
| 8 ADA accessible parking stalls with Int'l symbol. Max. slope = 1:50 (2%). | 18 Site Sign |
| 9 ADA accessible parking sign. | 19 Mailbox Cluster. |
| 10 ADA Van accessible parking stalls with Int'l symbol. Max. slope = 1:50 (2%). | 20 6" Thickened Concrete Pavement From back of Sidewalk to Travel Lane. |
| | 21 Parking Bumpers. |

SITE DATA

CURRENT USE: VACANT
 CURRENT ZONING: R-M MULTIPLE-FAMILY RESIDENTIAL
 PROPOSED USE: MULTI-FAMILY APARTMENTS
 PROPOSED ZONING: PUD PLANNED UNIT DEVELOPMENT
 PARCEL TAX ID: 74-02-012-3004-000

PROPOSED MEAN ROOF HEIGHT: 33.25'±
 NO. OF STORIES: THREE
 TOTAL PARCEL SIZE: 10.68 Acres
 ADJACENT ZONING DISTRICTS:
 -NORTH: I-1 & R-1(COTRELLVILLE TWP)
 -SOUTH: R-M & I-1
 -EAST: R-1A
 -WEST: R-1B

BLDG. DATA

TOTAL NO. OF UNITS: 180 - units
 UNITS PER BLDG: 36 - units
 (175) 2-BR Units (928-SF EACH UNIT)
 (5) 1-BR Units (648-SF EACH UNIT)

DENSITY REQUIREMENTS

PARCEL SIZE (Zoned R-M): 465,436 SF = 10.68 ACRES
 TOTAL NO. OF UNITS: 180 - UNITS
 PROPOSED DENSITY = 16.86 UNITS/ACRE

STAKING NOTES

ALL DIMENSIONS TO FACE OF CURB (FC), EDGE/PAV'T AND/OR FACE OF BUILDING UNLESS OTHERWISE NOTED.

PARKING TABULATION

PROVIDED PARKING = 2 Spaces Per Dwelling Unit
 = 2.0 x 180 = 360 Spaces
 = 339 REG. + 21 H.C. SPACES
 PROVIDED PARKING STALL SIZE= 9' x 18'

DEVELOPER / CONTRACT PURCHASER

Marine City Place Apartments, LLC
 321 Woodland Pass, Suite 100
 East Lansing, MI 48823
 (517) 351-4306

SURVEY NOTE:

THE BOUNDARY INFORMATION SHOWN HEREON IS BASED ON THE RECORDED DEED AND FOUND PROPERTY CORNERS.

LIGHTING NOTE

EXTERIOR LIGHTING WILL BE PROVIDED BY 'WALL PACK' LIGHTS ON THE EXTERIOR OF EACH BUILDING. SEE PHOTOMETRIC PLAN FOR DETAILS.

DEMOLITION NOTE

THIS WORK INCLUDES THE REMOVAL OF ALL EXISTING PAVEMENTS, UTILITIES, TREES, AND ALL OTHER NECESSARY ITEMS REQUIRED FOR NEW CONSTRUCTION.

This drawing and/or specifications is provided as an instrument of service provided by Cash Wagner & Associates, PC and is intended for use on this project only. All drawings, specifications, designs, models, ideas, calculations, and arrangements appearing herein constitute the original and unpublished work of and remain the property of Cash Wagner & Associates, PC. Any reproduction, use or disclosure of the proprietary information contained herein without the prior written consent of the Cash Wagner & Associates, PC is strictly prohibited.

Written dimensions shown hereon shall take precedence over scaled dimensions. Contractors shall calculate and measure required dimensions. Notify Cash Wagner & Associates, PC with any variations in dimensions or conditions from those indicated on these drawings. This drawing was based on available information. Commencement of Work constitutes verification and acceptance of existing conditions.

Application of a material or equipment to Work installed by others constitutes acceptance of that Work and assumption of responsibility for satisfactory installation.

15 Mar 24

SIGNATURE _____ DATE _____

CASH WAGNER & ASSOCIATES, PC
 CONSULTING | ENGINEERING | SURVEYING

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 JASPER, IN 47546
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 EMAIL: NWAGNER@CASHWAGNER.COM
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NO.	DATE	BY	DESCRIPTION
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PROJECT NO:	16-2568	PROJECT:	MARINE CITY PLACE APTS	DATE:	03.15.24
DESIGNED BY:	NRW	ADDRESS:	2006 S. PARKER ST. MARINE CITY, MI 48039	DRAWING NO.:	C-1.0
DRAWN BY:	DMS	SHEET TITLE:	DEVELOPMENT PLAN	OF:	1
FILENAME:	2568Base.dwg				
LAYOUT TAB:	Site				
SCALE:	As Shown				

