

PLANNED UNIT DEVELOPMENT AGREEMENT

This Planned Unit Development Agreement is made on January 20th 2006, between the **Grand Euler Investments, LLC**, a Michigan Limited Liability Company (the "Owner"), whose address is 2244 Euler Road, Suite 105 Brighton, Michigan and the **Township of Genoa**, a Michigan municipal corporation, whose address is 2911 Dorr Road, Brighton, Michigan 48116 ("Township")

RECITATIONS:

Owner is the owner of certain real property located in the Township of Genoa, Livingston County, Michigan, which is more particularly described on Exhibit "A" attached hereto incorporated herein by reference ("Property").

On 1-21-03, the Township Board at a properly noticed public hearing, and in accordance with the current Zoning Ordinance of the Township ("Zoning Ordinance") rezoned the Property as a Non-Residential Planned Unit Development Zoning District ("PUD").

At a properly noticed public hearing held on October 28, 2002, the Planning Commission, having reviewed the PUD Site Plan prepared by Atwell-Hicks, Inc. dated 11-13-02, a copy of which is attached hereto as Exhibit "B" ("PUD Site Plan" or "Site Plan") and the Impact Assessment prepared by Atwell-Hicks, Inc. dated September 10, 2002 ("Impact Assessment"), a copy of which is attached hereto as Exhibit "C", approved Owner's PUD Site Plan as Final in accordance with the applicable provisions of the Zoning Ordinance.

At a properly noticed public hearing held on 1-21-03, the Township Board, having reviewed the PUD Site Plan and the Impact Assessment, approved the Owners PUD Site Plan as Final in accordance with the applicable provisions of the Zoning Ordinance.

The Township Planning Commission and Township Board, in strict compliance with the Township Zoning Ordinance and with Act 184 of the Public Acts of 1943, as amended, have reclassified the Property as a Non-Residential Planned Unit Development District, finding that such classification properly achieved the purposes of Article 10 of the Genoa Township Zoning Ordinance (as amended), including the encouragement of innovation in land use, the promotion of efficient provision of public services and utilities, additional roadway improvements to mitigate traffic impact, limitations on curb cuts, and the elimination of an existing blighted and nonconforming situaion. Further, the Township Planning Commission and Township Board find the Non-Residential Planned Unit Development District and the PUD Plan are consistent with the adopted Corridor Plan and Master Plan.

The Township has found and concluded that the uses and future development plans and conditions shown on the approved PUD Site Plan are reasonable and promote the pubic health, safety and welfare of the Township; are consistent with the plans and objectives of the Township and consistent with surrounding uses of land; and will allow the redevelopment of a nonconforming site with the use of creative design to address unique site constraints.

The Zoning Ordinance requires the execution of this Planned Unit Development Agreement, which Agreement shall be binding upon the Owner and Township.

THE OWNER AND THE TOWNSHIP NOW AGREE AS FOLLOWS:

ARTICLE I General Terms of Agreement

1.1 Township and Owner acknowledge and represent that the foregoing recitals are true and accurate and binding on the respective parties.

1.2 The Township acknowledges and represents that this Agreement may be relied upon for future land use and development of the Property by Owner and Owner's successors, assigns and transferees.

1.3 The PUD Plan is hereby approved, having been duly approved by the Township in accordance with all applicable Township ordinances, and depicts the land uses which will be permitted and which may be developed on the Property. All formal actions necessary or expedient to carry out this Agreement shall be taken by the parties without undue delay.

1.4 Except as specifically provided for in the Agreement, the final site plan will comply with applicable Zoning Ordinance requirements. Changes to the PUD Plan or PUD Agreement shall be processed as outlined in the Ordinance.

1.5 The PUD Plan which is approved herein includes the final approval of all of the following:

1. The Property description provided in Exhibit "A" hereto.
2. The PUD Site Plan which is attached as Exhibit "B" hereto.
3. The Impact Assessment attached as Exhibit "C" hereto.
4. The uses authorized for the development and described in Exhibit "D" attached hereto.

1.6 This Agreement and the approval of the PUD Plan described herein, and the terms, provisions and conditions of this Agreement are and shall be deemed to be of benefit to the land described on Exhibit "A" and shall run with and bind such land, and shall bind and inure to the benefit of the successors, assigns and transferees of the parties hereto.

ARTICLE II Land Use Authorization

2.1 The Planned Unit Development shall include a land use authorization for the uses described on Exhibit "D" attached.

2.2 The Owner shall determine the timing and order of development. Site plan and other review requirements shall not be subject to any subsequent enactments or amendments of the Zoning Ordinance which are inconsistent with this Agreement unless the Plan as set forth herein is materially altered at the request of the Owner or its successors and assigns.

2.3 A minimum of 25% of the Property shall be open space as defined in the Zoning Ordinance. Such open space shall be dispersed throughout the Property such that the overall site approved for development contains approximately 25% open space. Open space is defined as

undisturbed areas of key natural features, detention ponds, landscaped areas, plazas and the like. Detention areas shall comprise no more than 50% of the required open space. Any woodlands in setback areas will be preserved to the extent practical.

2.4 Nothing whatsoever provided in this Agreement shall be construed so as to prevent Owner from seeking major and/or minor changes to the PUD Plan in accordance with the applicable provisions of the Zoning Ordinance.

2.5 For purposes of setbacks, it is agreed that the Property has two front yards. The set back from Grand River shall be a minimum of fifty feet and the set back from Euler Road shall be a minimum of forty feet. The rear and side yard setbacks shall each be a minimum of ten feet. The parking lot setback shall be seven feet.

2.6 Any violation of the terms of this Agreement shall be a violation of the Zoning Ordinance. The remedies of Township for a violation shall be such remedies as are provided by and for a violation of the Zoning Ordinance. Nothing contained herein shall in any way diminish and rights Owner may have at law or in equity with respect to a breach of this Agreement by Township.

ARTICLE III Curb Cuts and Transportation Improvements

3.1 Owner has agreed to limit the establishment of curb cuts and driveways to public thoroughfares from the PUD Property for the purpose of reducing the number of turning movements to and from the Property. Therefore, Owner has agreed to relinquish one existing curb cut located on Grand River Avenue. The entrance to the site shall be located on Euler Road as specified on the PUD Plan. In addition, the Owner has agreed to provide a five-foot wide concrete sidewalk on its intersection with Euler Road along the entire Grand River frontage within the Grand River right-of-way.

3.2 Interior drives shall provide circulation around the building. Stacking or queuing depth at site access points shall be sufficient to accommodate expected peak hour volumes to minimize conflict with inbound or internal circulation.

ARTICLE IV Drainage

4.1 The system of drainage on the Property shall be designed to coordinate throughout the Property and shall be subject to Township review and approval.

ARTICLE V Site Improvements

5.1 There shall be a coordination of site improvements within the overall Property, with the objective of creating site improvements that are integrated and mutually supportive among the development, including the utilities, and landscaping.

5.2 The architecture, building materials, colors and shapes of the building shall be in substantial conformity with the guidelines set forth in the Grand River Avenue Corridor Plan, as adopted and as it may be reasonably amended. It is the intention of the parties to promote and encourage a development that incorporates varying building lines, natural earth tone construction materials and other elements contemplated to upgrade the appearance of the development overall in the interest of making it aesthetically pleasing. The Owner agrees to used building colors and

materials similar to those presently used on the Genoa Township hall. Large walls shall include varying building lines, setbacks, color accents, windows or other elements to upgrade appearance. The building shall utilize quality architecture with variable building lines and architectural accents. Brick facades or brick face panels or other natural materials (i.e. brick, stone, decorative block, etc.) shall be used for the building faces.

5.3 The Owner shall remove the existing pavement and the building on the site and re-landscape that area. The landscaping within the PUD shall demonstrate consistency in terms of design and materials. Generally, site lighting shall be a uniform type and color. Tree removal is authorized throughout the Property, provided, however, that Owner shall work to preserve existing trees that are located in landscaped setback areas, if practicable given the scope of construction.

5.4 No pole signs shall be permitted. One monument sign shall be permitted, which shall be subject to all setback requirements and approval of the Township as to the location and shall be constructed to match the brick that is used on the building. All other signs shall be permitted as authorized in the Zoning Ordinance. Any permitted sign shall have a base constructed of materials that coordinate with and are consistent with the building.

ARTICLE VI Utilities

6.1 Development shall be undertaken with underground electrical service to the building on the Property. Existing public utility lines in existing easements shall be permitted overhead so long as the building is serviced from underground.

6.2 All of the Property is located within the water special assessment district. The building must connect to the community water system. The Property has previously been assessed for sufficient REU's to accommodate the use depicted on the Site Plan.

6.3 The building shall be connected to and served by public sanitary sewer. The Township represents that there has been reserved for Owner adequate municipal wastewater treatment capacity to service the approved use of the Property, and the adequacy of wastewater treatment capacity shall not limit the type of use or density of the development. The Property has previously been assessed for sufficient REU's to accommodate the use depicted on the Site Plan.

6.4 Neither floor drains nor water softener backwash drains shall be connected to the sanitary sewer system. To protect the ground water and safe drinking water, all water softeners shall utilize a potassium based regenerant.

ARTICLE VII Miscellaneous Provisions

7.1 The article headings contained in this Agreement have been inserted only as a matter of convenience and for reference and in no way shall be construed to define, limit, or describe the scope or intent of any provision of this Agreement.

7.2 This Agreement may not be amended or revoked at any time except by a written agreement executed by all of the parties to this Agreement. The Owner and the Township shall be entitled to modify, replace or amend this Agreement without the consent of any other person or entity,

regardless of whether such person or entity now or hereafter has any interest in any part of the Property, including subsequent purchasers, or their tenants, mortgagees, or others.

7.3 The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

7.4 Reference in this Agreement to activities by the Owner in relation to development is intended to include Owner's transferees and assigns unless context dictates to the contrary.

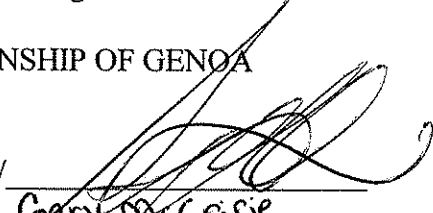
7.5 The undersigned parties acknowledge that the conditions imposed upon the development of the property are reasonable conditions necessary to ensure that public services and facilities affected by the proposed land use or activity will be capable of accommodating increased service and facility loads caused by the land use or activity, to protect the natural environment and conserve natural resources and energy, to ensure compatibility with adjacent uses of and, and to promote the use of land in a socially and economically desirable manner. Further, it is acknowledged that the conditions meet all of the requirements of MSA 5.2963(16d)(2)(a), (b) and (c).

THE PARTIES have executed this Planned Unit Development Agreement on the dates set below their names, to be effective on the date listed on the first page of this Agreement.

GRAND EULER INVESTMENTS, LLC

TOWNSHIP OF GENOA

By: /s/ 
RONALD R. GODAIR

By: /s/ 
Gary MacCrisie

Its: Member

Its: Supervisor

Dated: 1-24-06

Dated: 1-20-06

Prepared By:
Cooper & Riesterer, PLC
7960 Grand River Avenue
Suite 270
Brighton, Michigan 48114

EXHIBIT A

LEGAL DESCRIPTION

(Per Commonwealth Land Title Insurance Co., Commitment No. 4136 Rev. 1)

Situated in the Township of Genoa, County of Michigan, State of Michigan:

Part of the West $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of Section 13, Town 2 North, Range 5 East, Genoa Township, Livingston County, Michigan, described as: Beginning 1625.5 feet South of the Northeast corner of the West $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of said Section 13; thence South 186 feet to the center of Grand River Road; thence N69°30'W along centerline of Highway, 244 feet; thence North 184 feet; thence S68°30'E 244 feet to the place of beginning, excepting therefrom the following described parcel described as: Beginning at a point 1625.5 feet South and 128.53 feet N68°30'W from the Northeast corner of the West $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of said Section 13; running thence N68°30'W 115.47 feet; thence S01°57'50"W 184.4 feet to the centerline of Grand River Avenue; thence S66°55'E 49.01 feet along the centerline of Grand River Avenue; thence N23°05'E 175.21 feet to the point of beginning.

*NOTE - PARCEL DOES NOT MATHEMATICALLY CLOSE.

ALSO DESCRIBED AS:

Commencing at the Northwest corner of Section 13, T2N, R5E, Genoa Township, Livingston County, Michigan; thence S89°14'50"E 1306.11 feet (recorded as S89°41'06"E 1306.20 feet) along the North line of said Section 13; thence S00°30'25"E 1616.31 feet (recorded as South 1625.5 feet and S00°30'25"E) along the centerline of Euler Road (66 feet wide) for a **PLACE OF BEGINNING**; thence continuing S00°30'25"E 188.54 feet (recorded as South 186 feet and S00°30'25"E); thence N69°37'07"W 204.90 feet (recorded as N69°30'W 194.99 feet and N69°37'07"W) along the centerline of Grand River Avenue (100 feet wide); thence N20°59'35"E 174.20 feet (recorded as N23°05'E 175.21 feet); thence S70°26'33"E 135.83 feet (recorded as S68°30'E 128.53 feet) to the Place of Beginning, being part of the Northwest $\frac{1}{4}$ of said Section 13, containing 0.69 acres of land, more or less, being subject to the rights of the public over the Easterly 33 feet thereof as occupied by said Euler Road, and being subject to the rights of the public over the Southerly 50 feet thereof as occupied by said Grand River Avenue, and being subject to other easements and restrictions of record, if any.

BOUNDARY NOTE:

BEARING ARE RELATED TO THE CENTERLINE OF EULER ROAD AS RECORDED IN GENOA INDUSTRIAL PARK CONDOMINIUM AND SURVEY BY DARRELL D. HUGHES AND

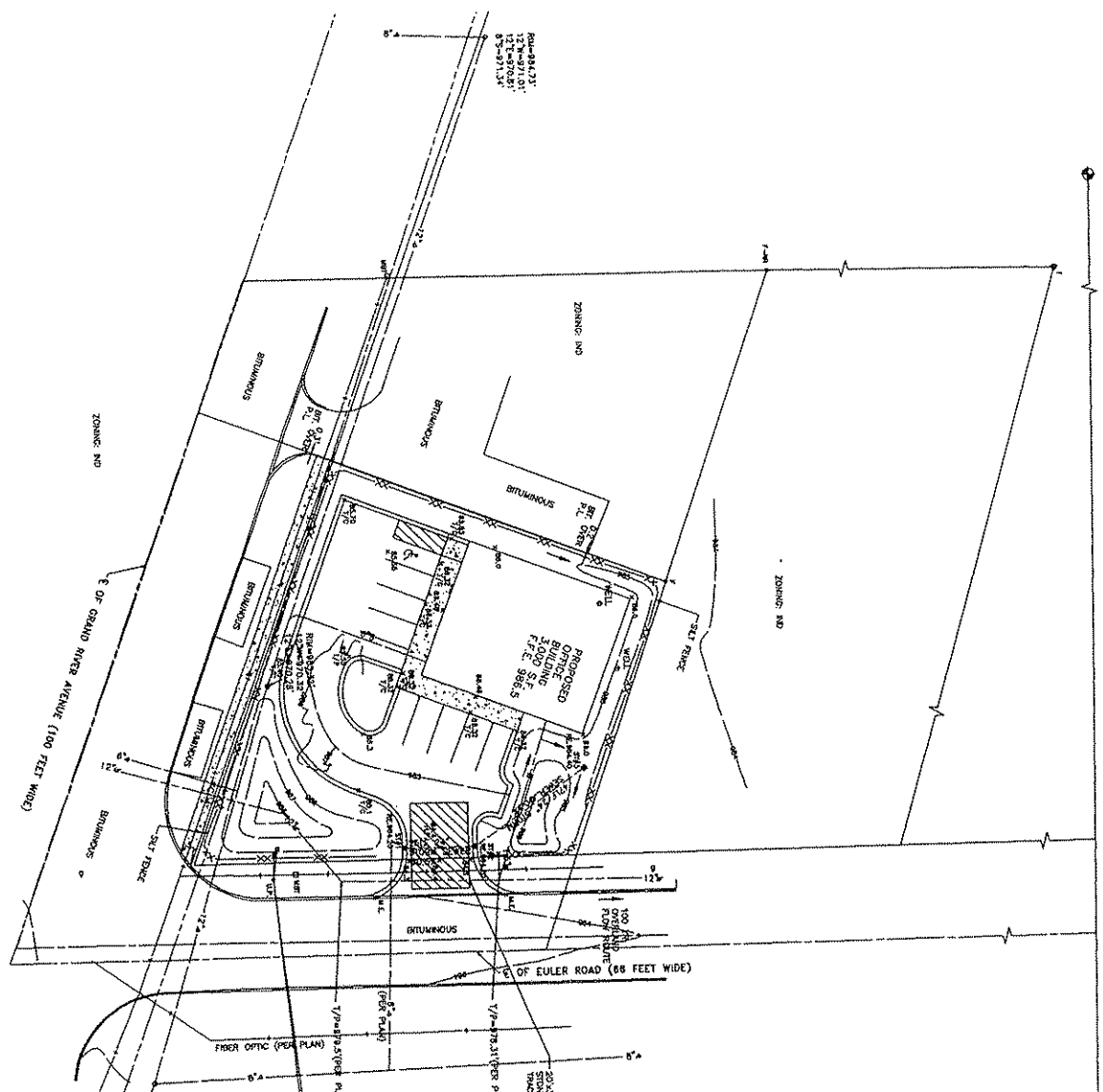
EXHIBIT "B"



1. STOPPING ONLY
BEFORE YOU DIG
CALL MISS DIG
1-800-482-7171
FOR THE LOCATION OF
UNDERGROUND UTILITIES AT
THE LOCATION OF STOPPING
BEFORE YOU DIG.

NOTICE: THE USER OF THIS PLAN IS THE SOLE RESPONSIBILITY OF THE USER. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

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STORM RETENTION DESIGN

Storm Water Retention	450 ST.
Storm Water Retention	800 ST.
Storm Water Retention	100 ST.

STRUCTURE SCHEDULE

NO.	DESCRIPTION	QTY	UNIT
1	CONCRETE	100	CU YD
2	STEEL	100	TON
3	BRICK	100	SQ YD
4	GLASS	100	SQ FT
5	WOOD	100	CU YD
6	ASPHALT	100	SQ YD
7	GRAVEL	100	SQ YD
8	CONCRETE	100	CU YD
9	STEEL	100	TON
10	BRICK	100	SQ YD
11	GLASS	100	SQ FT
12	WOOD	100	CU YD
13	ASPHALT	100	SQ YD
14	GRAVEL	100	SQ YD
15	CONCRETE	100	CU YD
16	STEEL	100	TON
17	BRICK	100	SQ YD
18	GLASS	100	SQ FT
19	WOOD	100	CU YD
20	ASPHALT	100	SQ YD
21	GRAVEL	100	SQ YD
22	CONCRETE	100	CU YD
23	STEEL	100	TON
24	BRICK	100	SQ YD
25	GLASS	100	SQ FT
26	WOOD	100	CU YD
27	ASPHALT	100	SQ YD
28	GRAVEL	100	SQ YD
29	CONCRETE	100	CU YD
30	STEEL	100	TON
31	BRICK	100	SQ YD
32	GLASS	100	SQ FT
33	WOOD	100	CU YD
34	ASPHALT	100	SQ YD
35	GRAVEL	100	SQ YD
36	CONCRETE	100	CU YD
37	STEEL	100	TON
38	BRICK	100	SQ YD
39	GLASS	100	SQ FT
40	WOOD	100	CU YD
41	ASPHALT	100	SQ YD
42	GRAVEL	100	SQ YD
43	CONCRETE	100	CU YD
44	STEEL	100	TON
45	BRICK	100	SQ YD
46	GLASS	100	SQ FT
47	WOOD	100	CU YD
48	ASPHALT	100	SQ YD
49	GRAVEL	100	SQ YD
50	CONCRETE	100	CU YD

NOTE:
1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
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<p>ATWELL-HICKS & INC. Civil Engineering - Surveying Planning - Environmental Services</p> <p>Ann Arbor, MI 48106 Brighton, MI 48116 Washington Twp., MI 48154 Hopewell, IL 62571</p>	<p>CLIENT: GRAND EULER, INC. GRAND EULER OFFICE SITE PLAN</p>	<p>SECTION 13 TOWN 2 SOUTH RANGE 6 EAST CENOA TOWNSHIP LIVINGSTON COUNTY, MICHIGAN</p>
	<p>DATE: 11-13-02</p>	<p>SCALE: 1" = 40' HORIZONTAL 1" = 20' VERTICAL</p>
	<p>DESIGNED BY: J. E. HULLICE</p>	<p>CHECKED BY: J. E. HULLICE</p>
	<p>PROJECT NO.: 200203</p>	<p>DATE: 11-13-02</p>



3 WORKING DAYS BEFORE YOU DIG CALL MISS DIG 1-800-487-7171

NOTICE: OPERATIONS IN THE STATE OF MICHIGAN... TO BE RESPONSIBLE TO THE PUBLIC...

ATWELL-HICKS INC. 2022 AMWELL-HICKS, INC. 1100 S. WASHINGTON BLVD. LANSING, MI 48224



NORTHWEST CORNER OF SECTION 13, TOWNSHIP 31 N, RANGE 5 E, LIVINGSTON COUNTY, MICHIGAN

WEST LINE OF SECTION 13, 3284.78 (R) 5971.92 (W) 33632.84' 1308.11 (W) 1308.28 (W)

POINT 14, BOUNDARY BETWEEN SECTION 13, 7200, SEC. 13, TOWNSHIP 31 N, RANGE 5 E, LIVINGSTON COUNTY, MICHIGAN

LEGEND table listing symbols for various site features such as 'CONTRACTOR'S BOUNDARY', 'EXIST. CONCRETE FOUNDATION', 'EXIST. CONCRETE WALL', etc., with corresponding symbols like a circle with an 'X' or a rectangle with a cross.

UNDESIRABLE: ANYTHING WHICH IS IN THE VICINITY OF THE PROPOSED BUILDING... UNDESIRABLE: ANYTHING WHICH IS IN THE VICINITY OF THE PROPOSED BUILDING...

Notes and survey data including bearings and distances for various points on the site plan.

ATWELL-HICKS INC. Civil Engineering + Surveying Planning + Environmental Services. Locations: Ann Arbor, MI; Brighton, MI; Washington Twp., MI; Naperville, IL. Phone numbers: 734.994.4000; 610.225.6000; 585.798.9800; 630.577.0800.

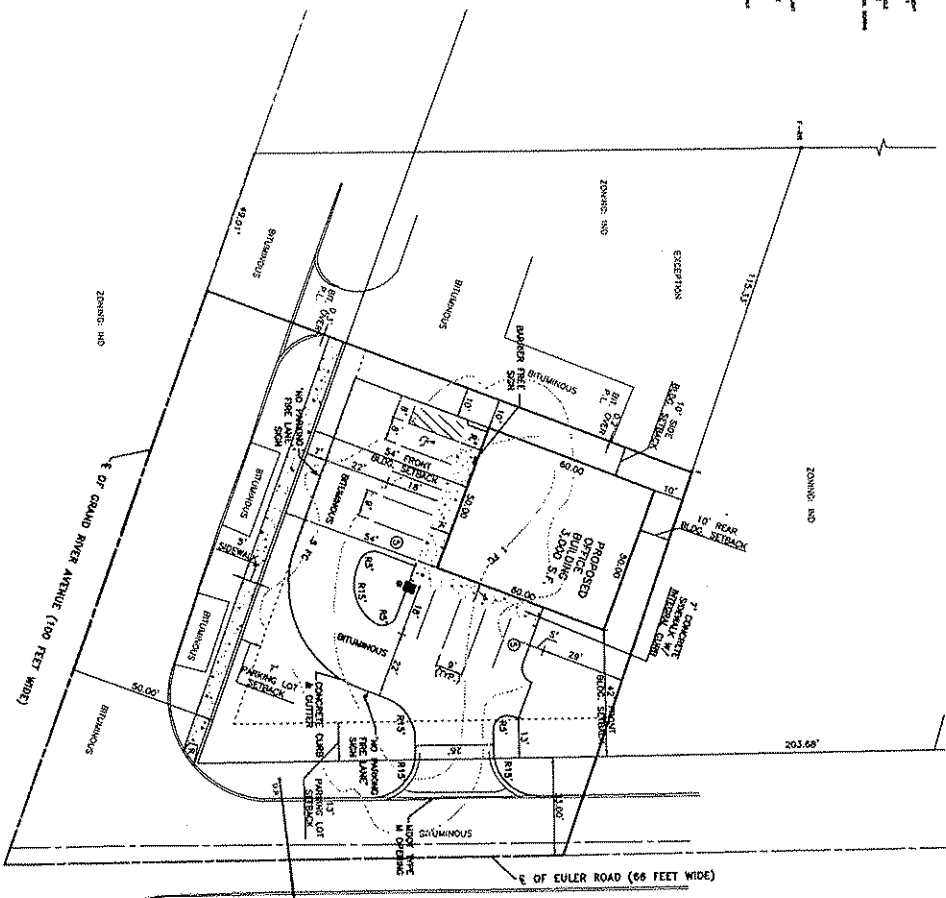
CLIENT: GRAND EULER, INC. PROJECT: GRAND EULER OFFICE SITE PLAN. SECTION 13, TOWN 2 SOUTH, RANGE 5 EAST. GENOA TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN. TOPOGRAPHIC/BOUNDARY SURVEY.



Scale bar: 1 inch = 20 feet. Date: 11-15-02. Surveyor: T. L. WILKIE.

LEGEND

1. PROPOSED BUILDING FOOTPRINT
 2. PROPOSED DRIVEWAY
 3. PROPOSED DRIVEWAY PAVEMENT
 4. PROPOSED DRIVEWAY CURB
 5. PROPOSED DRIVEWAY SLOPE
 6. PROPOSED DRIVEWAY SIDEWALK
 7. PROPOSED DRIVEWAY LIGHT FIXTURE
 8. PROPOSED DRIVEWAY LIGHT FIXTURE SPACING
 9. PROPOSED DRIVEWAY LIGHT FIXTURE BEAM SPACING
 10. PROPOSED DRIVEWAY LIGHT FIXTURE BEAM SPACING



REMARKS:
 1. ALL DIMENSIONS ARE TO BUILDING WALL OR CENTERLINE UNLESS OTHERWISE NOTED.
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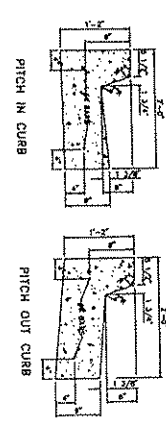
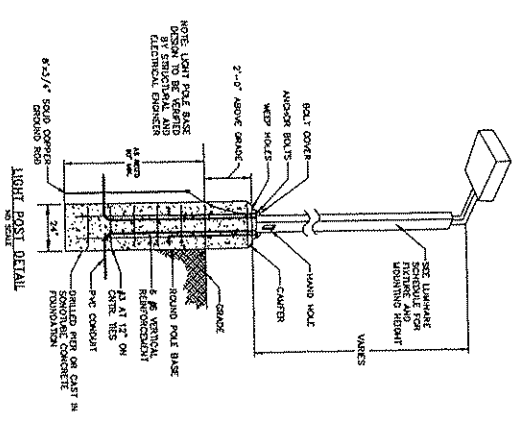
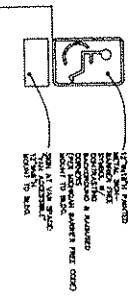
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3 WORKING DAYS BEFORE YOU DIG CALL MISS DIG 1-800-482-7171

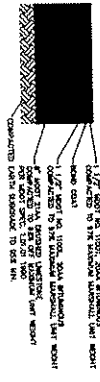
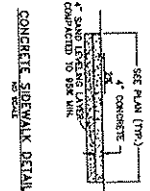
FOR A COMPLETE LIST OF PARTICIPATING UTILITIES, VISIT US ONLINE AT WWW.MISSDIG.COM

NOTICE:
 THE INFORMATION ON THIS PLAN IS THE SOLE RESPONSIBILITY OF THE ENGINEER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ALL UTILITIES BEFORE ANY EXCAVATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR PROTECTING ALL UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR PROTECTING ALL UTILITIES.

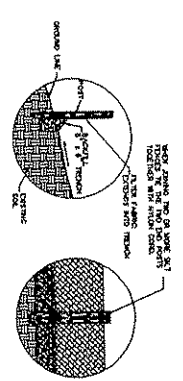
ATWELL-HICKS, INC. CIVIL Engineering • Surveying Planning • Environmental Services Ann Arbor, MI 734 994 4000 Brighton, MI 810 225 6000 Westland, MI 586 786 9800 Roseville, IL 630 577 0800	CLIENT: GRAND EULER, INC. GRAND EULER OFFICE SITE PLAN	SECTION 13: TOWN 2 SOUTH, RANGE 5 EAST GENOA TOWNSHIP LIVINGSTON COUNTY, MICHIGAN
	DATE: 11-13-02	SCALE: 1" = 40'



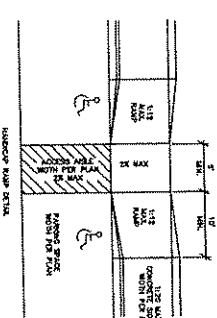
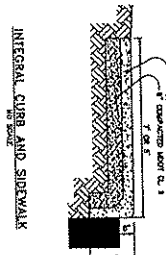
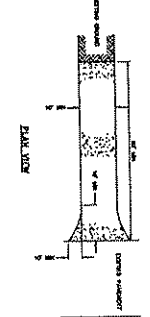
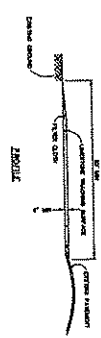
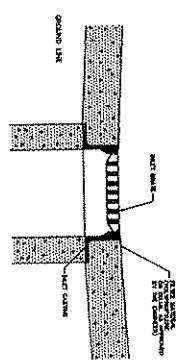
F4 CURB DETAIL



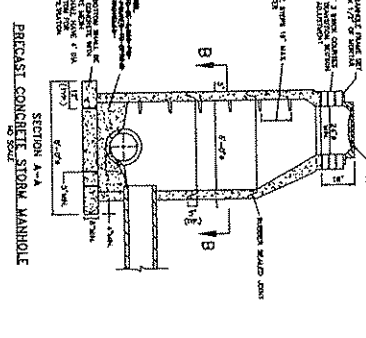
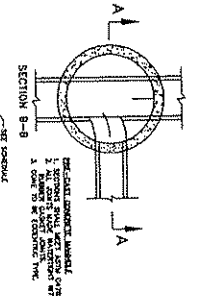
STANDARD BITUMINOUS PAVEMENT



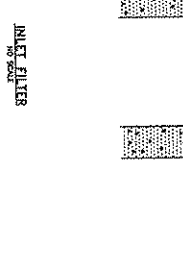
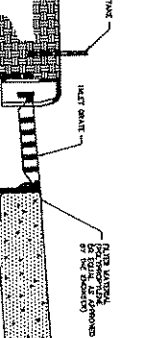
GEOTEXTILE SILT FENCE



BARRIER FREE RAMP DETAIL



TRIPPING SURFACE



BARRIER FREE RAMP DETAIL

- CONSTRUCTION AND EROSION CONTROL NOTES:**
1. Precast concrete manhole shall be installed in accordance with manufacturer's instructions.
 2. Precast concrete manhole shall be installed in accordance with manufacturer's instructions.
 3. Precast concrete manhole shall be installed in accordance with manufacturer's instructions.
 4. Precast concrete manhole shall be installed in accordance with manufacturer's instructions.
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 7. Precast concrete manhole shall be installed in accordance with manufacturer's instructions.
 8. Precast concrete manhole shall be installed in accordance with manufacturer's instructions.
 9. Precast concrete manhole shall be installed in accordance with manufacturer's instructions.
 10. Precast concrete manhole shall be installed in accordance with manufacturer's instructions.
 11. Precast concrete manhole shall be installed in accordance with manufacturer's instructions.
 12. Precast concrete manhole shall be installed in accordance with manufacturer's instructions.
 13. Precast concrete manhole shall be installed in accordance with manufacturer's instructions.

3 WORKING DAYS BEFORE YOU DIG CALL MISS DIG
1-800-487-7171

THE LIABILITIES OF EXISTING UNDERGROUND UTILITIES ARE NOT ASSUMED BY THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES.

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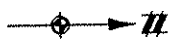
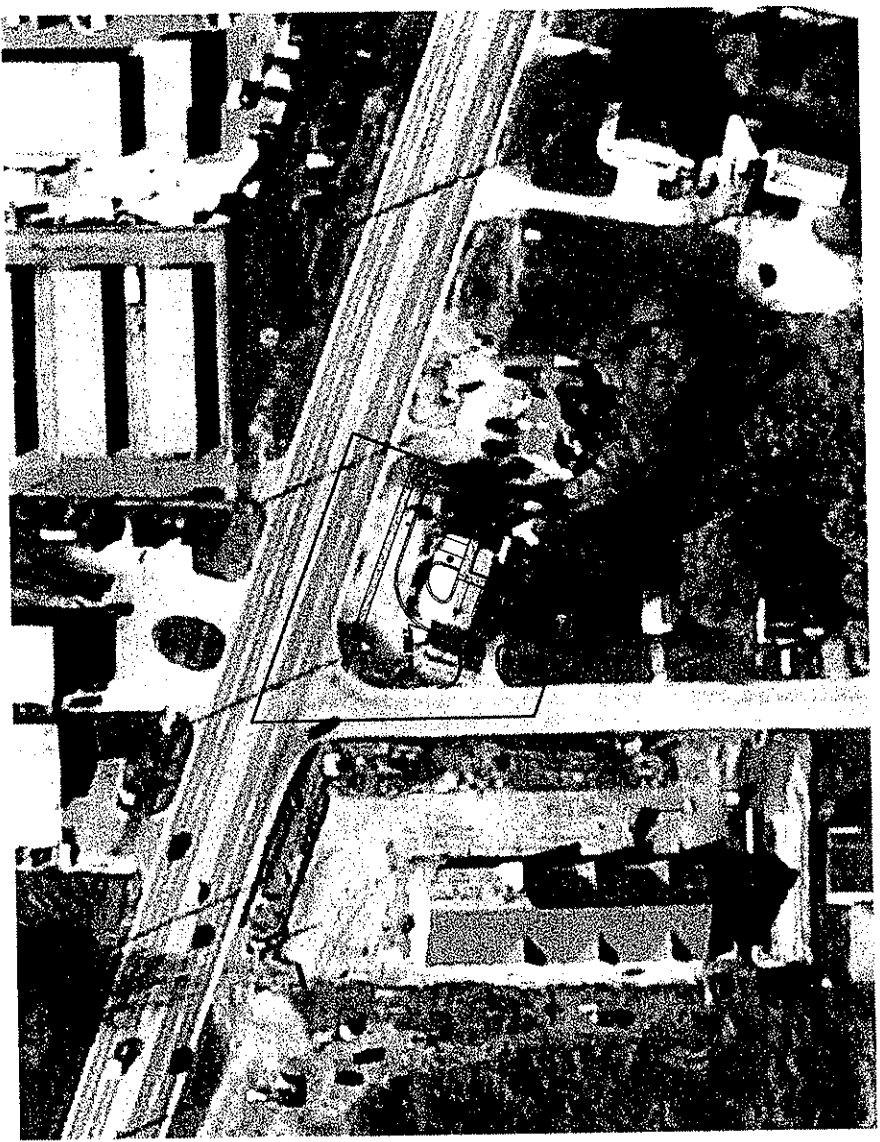
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3 WARNING DAYS
BEFORE YOU DIG
 CALL MISS MI
 1-800-467-7171
 FOR
 UNDERGROUND UTILITIES

THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE NOT KNOWN AND ARE NOT SHOWN ON ANY RECORDS. ANY DAMAGE TO EXISTING UTILITIES CAUSED BY THE CONSTRUCTION OF THIS PROJECT IS THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES.

NOTICE
 INFORMATION IS LIMITED TO THE BEST INFORMATION AVAILABLE AT THE TIME OF THE SURVEY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES.



	CLIENT GRAND EULER, INC. GRAND EULER OFFICE SITE PLAN	SECTION 13 TOWN 2 SOUTH RANGE 5 EAST GENOA TOWNSHIP LIVINGSTON COUNTY, MICHIGAN	ATWELL-HICKS, INC. CIVIL Engineering • Surveying Planning • Environmental Services Ann Arbor, MI 734 994 4000 Brighton, MI 810 225 5000 Washington Twp., MI 586 786 0600 Kopersville, IL 630 577 0800
	DATE 11-13-02	DRAWN BY J. J. HICKS	CHECKED BY J. J. HICKS
	SCALE 1" = 40 FEET	PROJECT NO. 02-000005	SHEET NO. 14-000005-7
	TITLE GRAND EULER OFFICE SITE PLAN	DRAWN BY J. J. HICKS	CHECKED BY J. J. HICKS



Civil Engineering • Surveying
Planning • Environmental Services

ATWELL-HICKS, INC.

EXHIBIT C

7927 Nemco Way
Suite 100
Brighton, MI 48116

810-225-6000 • Fax: 810-225-9600
www.atwell-hicks.com

September 10, 2002

Impact Assessment for
Grand Euler Office
Ron Gedair, owner
.69 Acre Parcel – Genoa Township
AHI # 300263

Statement of Qualifications

Atwell-Hicks, Inc. (AHI), who has prepared this assessment, is a consultant in private land development projects and has worked on projects in southeastern Michigan since 1905. AHI employs professionals in the fields of Engineering, Surveying, Planning, and Environmental Science and applies their knowledge and experience to all aspects of land development.

Description of Project Site

The subject parcel lies north and adjacent to Grand River Avenue, approximately two miles west of the intersection of I-96 entrance and exit ramps. It's located on the northwest corner of Grand River Avenue and Euler Road. Crosspoint Office Center lies across Euler Road to the east, Medica Health Care Center is next door to the west. An existing residence lies to the north and there are various businesses across Grand River Avenue. Based on a Topographic and Boundary Survey completed by AHI, the subject site is approximately .69 acres in size.

An aerial photograph of the subject site is provided in the plan set.

There's an existing residence on the site with a detached garage and an out building.

The site is essentially flat with very little fall.

There are 6 fairly large pines of poor quality and one 30" Ash on the parcel.

Impact on Natural Features

The existing site is a single family residence with lawn, gravel driveways and parking areas. The site contains several pine trees and one large Ash. A tree survey has been conducted by AHI and is included with the topographic survey. All of these trees will be removed to accommodate the development.

There are no wetlands present on the site.

Storm Water Management

As previously stated, the site is relatively flat. As a part of the site improvements, retention will be provided in accordance with the Livingston County Drain Commission standards to accommodate storm water run-off from the proposed site improvements. Storm water will be stored within oversized storm pipes and storm sewer structures. The storm sewer structures will be constructed without a concrete base allowing the storm water to infiltrate the naturally loamy sand soils through the bottom of the storm structures.

Impact on Surrounding Land Uses

The proposed building is architecturally designed with high quality exterior treatments. The parking areas will be paved, curbed and landscaped in accordance with current codes. These amenities are anticipated to have a positive impact on the neighborhood and the Grand River Corridor.

Impact on Public Facilities

The site entries and maneuvering lanes are designed to accommodate public and emergency vehicle access. The parking area was also designed to allow access and circulation of public and emergency vehicles.

The proposed development will increase the value of the land and therefore contribute funds towards public facilities. In general, non-residential developments contribute more towards public facilities than they draw.

Impact on Public Utilities

The proposed development will tap into existing public and franchise utilities that are located within the Grand River Avenue and Euler Road right-of-way. Utility leads will be constructed in accordance to applicable guidelines. The demands of the proposed Grand Euler Office on the public utilities is anticipated to be minimal based on this type of site use.

Storage and Handling of any Hazardous Materials

There will be no storage are handling of hazardous materials on the site.

Impact on Traffic and Pedestrians

Based on SEMCOG information the following traffic counts exist and could be expected for Grand River.

	<u>Class</u>	<u>24-Hour Count</u>	<u>Date</u>
Grand River Avenue (Between Bendix and Euler)	All weather	20,792	6/21/95
	<u>Peak Time</u>	<u>Eastbound</u>	<u>Westbound</u>
Peak traffic times	8-9:00 a.m.	552	442
Peak traffic times	8-9:00 a.m.	839	893

Based on review and application of the Institute of Transportation Engineers Trip Generation Manual the following traffic counts could be expected based on the developable area and zoning classification.

General Office Building (Vol. 2, p. 1053 & 1054)

	Total	Entering	Exiting
AM Peak	4.68	4.11	.56
PM Peak	4.47	.76	3.71

Restrictions

There are currently no deed restrictions, protective covenants, master deed, or association bylaws that effect the property.

Dust and Soil Erosion Control

Best management practices will be employed for the construction of the proposed site improvements. Prior to development the site plan will need to be approved by Genoa Township and Livingston County which will require consideration for the control of dust and soil erosion.

Hours of Operation

Hours of Operation are estimated to be as follows:

Monday	8:00 am to 6:00 pm
Tuesday	8:00 am to 6:00 pm
Wednesday	8:00 am to 6:00 pm
Thursday	8:00 am to 6:00 pm
Friday	8:00 am to 6:00 pm
Saturday	8:00 am to 2:00 pm
Sunday	Closed

advised that the Planning Commission needs to make it clear that the Township Board needs to have all of the details before submission to them.

Commissioner Litogot feels the Planning Commission is going to look bad to the Township Board. It is the Planning Commission's job to make sure all of these conditions are met and not the Township Board's.

Chairman Pobuda advised he is willing to work with the petitioner. He agrees with Commissioner Burchfield with regard to the Township getting rid of an eyesore, but he advised the petitioner that all of these items need to be in place and in order prior to submission to the Township Board.

There was a discussion regarding "Exhibit D" of the PUD Agreement, which states what uses would be permitted on this site. The following uses will be permitted:

1. Professional offices of lawyers, engineers, architects; insurance and real estate agents, financial consultants and brokers; advertising offices; accounting and bookkeeping services, clerical and stenographic services, sales offices; other types of executive or administrative offices; and similar or allied professions.
2. Offices of non-profit professional, civic, social, political, and religious organizations
3. Banks, credit unions, savings and loans and similar financial institutions without drive through teller windows
4. Business services such as mailing, copying, data processing, and retail office supplies.
5. Personal and business service establishments such as dry cleaning drop-off centers (without processing), barber shop, beauty parlor, tailor, dress maker, shoe repair shop with a combined gross floor area up to 25 percent (25%) of the gross floor area of a permitted office building.
6. Accessory uses, buildings, and structures customarily incidental to any of the above uses, as defined in Article 3, General Provisions, Sections 3.31-3.36 shall be permitted.

It was agreed that there will be no Special Land Uses allowed on this site as it is not large enough to accommodate any of them.

The call to the public was made at 8:02 p.m. with no response.

Moved by Burchfield, seconded by Litogot, to recommend to the Township Board approval of rezoning of .69 acres located on the northwest corner of Grand River Avenue and Euler Road, Section 13 to OSD (PUD). **The motion carried (Litogot – yes; Burchfield – yes; Figurski – no; Mortensen – yes; Brown – yes; Pobuda – yes)**

PLANT LIST

QTY	SYM.	DESCRIPTION	SIZE	ROOT	COMMENTS
1	TC	18A Cordia	2 1/2" CAL.	BAB	6 Branch 1x
2	VT	Yucca	24" Ht.	BAB/COV	
5	AO	Common American Cornflower	2 1/2" CAL.	BAB	6 Branch 1x
3	OP	Queen Palms	2 1/2" CAL.	BAB	6 Branch 1x

LANDSCAPE DATA

PLANT LIST TREES

REQUIRED

10 BR/CFR/1

1 TREE

100 SQ. FT. LANDSCAPE AREA

1 TREE

374 SQ. FT.

PROVIDED

4 TREES

150 LF

150 LF

150 LF

150 LF

150 LF

150 LF

150 LF

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150 LF

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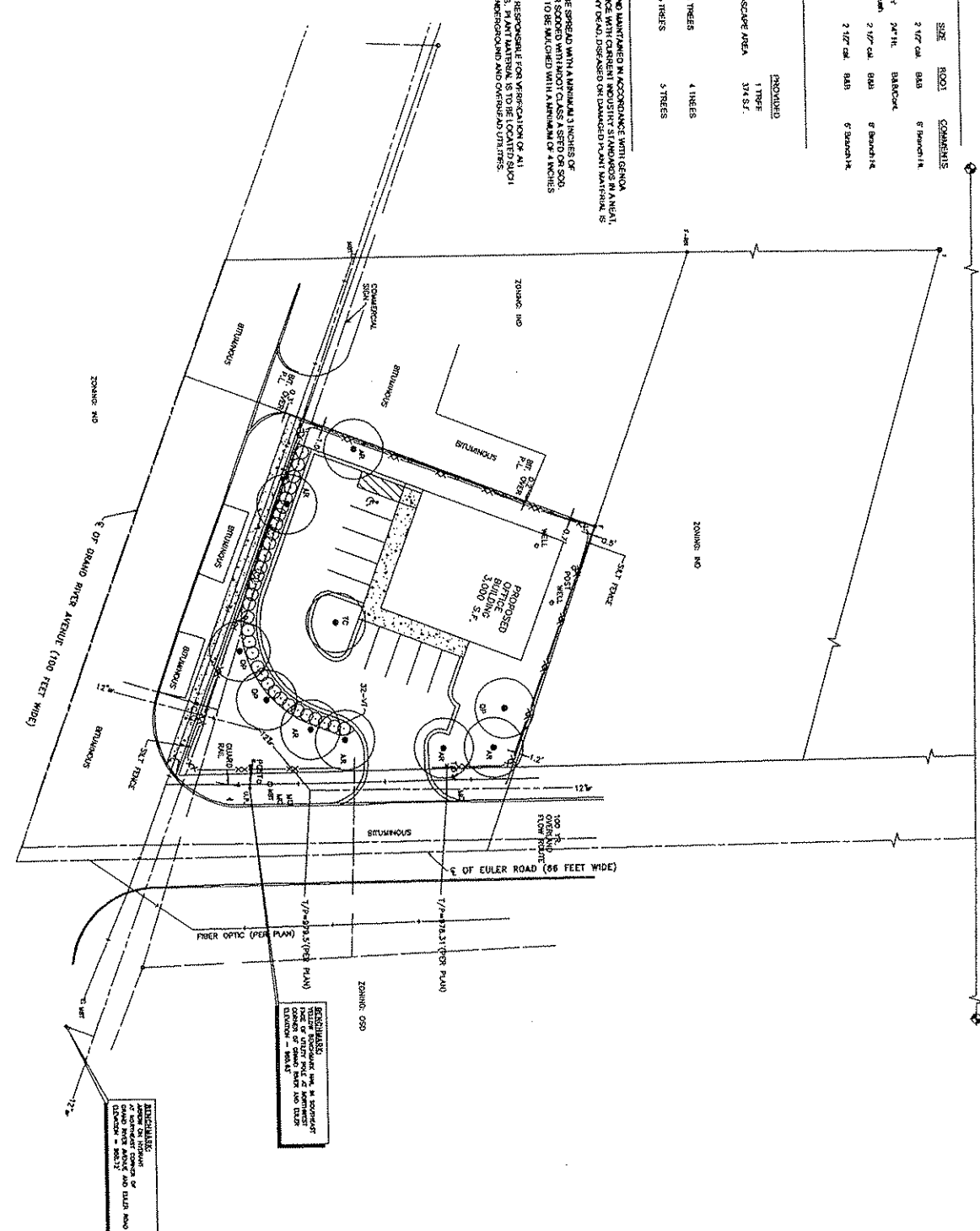
150 LF

150 LF

150 LF

LANDSCAPE NOTES

1. ALL LANDSCAPING SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH GENOA TOWNSHIP STANDARDS AND IN ACCORDANCE WITH CURRENT NATIONAL AND LOCAL HEALTHY AND WILD TREE CARE STANDARDS. ALL PLANTING SHALL BE COMPLETED WITHIN SIX MONTHS OF THE DATE OF THE PERMIT ISSUANCE.
2. ALL DISTURBED UNPAVED AREAS ARE TO BE SPREAD WITH AN ANNUAL INCHES OF TOPSOIL AND SEED. HYDRATION BESS 10% BE MATCHED WITH A MINIMUM OF 4 INCHES BENEATH HYDRATION BANK.
3. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR SPECIFICATION OF ALL MATERIALS AND UTILITIES. PLANT MATERIAL IS TO BE LOCATED SUCH THAT IT WILL NOT INTERFERE WITH ANY UNDERGROUND AND OVERHEAD UTILITIES.



3 WORKING DAYS BEFORE YOU DIG CALL MISSISSIPPI 1-800-485-1111

THE LOCATION OF LIVING UNDERGROUND UTILITIES ARE SHOWN ON THIS PLAN. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE LOCATION OF ALL UTILITIES BEFORE ANY EXCAVATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL AFFECTED AGENCIES AND UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL UTILITIES AND STRUCTURES FROM DAMAGE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RESTORING ALL UTILITIES AND STRUCTURES TO ORIGINAL OR BETTER CONDITION AFTER COMPLETION OF WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL AFFECTED AGENCIES AND UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL UTILITIES AND STRUCTURES FROM DAMAGE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RESTORING ALL UTILITIES AND STRUCTURES TO ORIGINAL OR BETTER CONDITION AFTER COMPLETION OF WORK.

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ADDITIONAL:

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<p>CLIENT: GRAND EULER, INC.</p> <p>PROJECT: GRAND EULER OFFICE SITE PLAN</p> <p>DATE: 11-13-07</p> <p>SCALE: 1" = 40'-0"</p> <p>DRAWN BY: P.M. B. WALLACE</p> <p>CHECKED BY: P.M. B. WALLACE</p> <p>DATE: 11-13-07</p> <p>PROJECT NO.: 00000000</p> <p>FILE NO.: 11-000000-0</p>	<p>SECTION 15</p> <p>TOWN 2 SOUTH RANGE 5 EAST</p> <p>GENOA TOWNSHIP</p>	<p>ATWELL-HICKS, INC.</p> <p>Civil Engineering • Surveying Planning • Environmental Services</p> <p>Ann Arbor, MI Brighton, MI Washington Twp., MI Naperville, IL 734 984 4000 810 225 6000 585 788 9800 630 577 0800</p>
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EXHIBIT "D"

PERMITTED USES

- Professional offices of lawyers, engineers, architects; insurance and real estate agents, financial consultants and brokers; advertising offices; accounting and bookkeeping services, clerical and stenographic services, sales offices; other types of executive or administrative offices; and similar or allied professions.
- Offices of non-profit professional, civic, social, political, and religious organizations.
- Banks, credit unions, savings and loans and similar financial institutions without drive through teller windows.
- Business services such as mailing, copying, data processing, and retail office supplies.
- Personal and business service establishments such as dry cleaning drop-off centers (without processing), barber shop, beauty parlor, tailor, dressmaker, show repair shop with a combined gross floor area up to 25 percent (25%) of the gross floor area of a permitted office building.
- Accessory uses, buildings, and structures customarily incidental to any of the above uses, as defined in Article 3 General Provisions, Sections 3.31-03.36 shall be permitted.

No Special Land Uses shall be allowed on this site.