

GENOA CHARTER TOWNSHIP BOARD

Regular Meeting

March 5, 2007

6:30 p.m.

AGENDA

Call to Order

Pledge of Allegiance

Call to the Public

Approval of Consent Agenda:

1. Payment of Bills
2. Approval of Minutes: February 19, 2007
3. Resolution for approval for a Class C Licensed business to be located at the Shops of Westbury in Genoa Township for an Asian Fusion Style restaurant petitioned by Hong Hao and Pamela Meng.
4. Request approval for a special use, impact assessment and sketch plan for leasing and rental of truck and trailers, including outdoor storage and display of vehicles, located at 5670 E. Grand River, Sec.10, petitioned by Cedar Investments, L.L.C.
5. Request approval to adopt changes to the Genoa Charter Township Personnel Manual regarding medical insurance eligibility and personal time as recommended by the Administrative Committee.

Approval of Regular Agenda:

6. Request approval for an impact assessment and site plan for an architectural change to a previously approved site plan located at 7000 W. Grand River, Sec. 14, petitioned by Paul Esposito.
7. Request for approval of a fireworks display permit requested by John Fletcher.
8. Request for approval of Resolution No. 1 (to proceed with the project, directing preparation of the Plans and Cost Estimates and establish the First Public Hearing) for the Lake Chemung Aquatic Plant Control Project.
9. Request for approval of Resolution for Genoa Charter Township to consent to the terms of the proposed Consent Judgement to Vacate a portion of North Avenue in Crooked Lake Highlands Subdivision recommended by the Township Attorney.
10. Discussion regarding FY 2007/008 Annual Budget Review.

Correspondence

Member Discussion

CHECK REGISTERS FOR TOWNSHIP BOARD MEETING

DATE: March 5, 2007

TOWNSHIP GENERAL EXPENSES; Thru March 5, 2007	\$429,867.13
February 23, 2007, Bi-Weekly Payroll	\$31,724.29
March 1, 2007, Monthly Payroll	\$10,262.68
OPERATING EXPENSES; Thru March 5, 2007	<u>\$99,403.85</u>
TOTAL:	\$571,257.95

<u>Check Number</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Check Date</u>	<u>Void Amount</u>	<u>Check Amount</u>
22628	Administ	Total Administrative Services	02/23/2007	0.00	241.90
22629	Equitabl	Equivest Unit Annuity Lock Box	02/23/2007	0.00	785.00
22630	SOM-TRE	State Of Mich- Dept Of Treasur	02/23/2007	2,398.71	0.00
22631	SOM-TRE	State Of Mich- Dept Of Treasur	02/23/2007	0.00	2,308.71
22632	Administ	Total Administrative Services	03/01/2007	0.00	100.00
22633	Equitabl	Equivest Unit Annuity Lock Box	03/01/2007	0.00	120.00
22637	Unum	Unum Provident	02/27/2007	0.00	1,366.56
22638	VERIZONW	Verizon Wireless	02/27/2007	0.00	629.72
22639	WALMART	Walmart Community	02/27/2007	0.00	24.28
22640	ATT& IL	AT&T	02/27/2007	0.00	1,251.70
22641	ACE HARD	Ace Hardware	03/05/2007	0.00	18.01
22642	ATT& IL	AT&T	03/05/2007	0.00	86.61
22643	CARLSHOM	Carlson Home Luxuries	03/05/2007	0.00	364.84
22644	CustomEI	Custom Electric Service Co.	03/05/2007	0.00	650.00
22645	DTE LAKE	DTE Energy	03/05/2007	0.00	206.86
22646	ETNA SUP	Etna Supply Company	03/05/2007	0.00	23,245.00
22647	FED EXPR	Federal Express Corp	03/05/2007	0.00	113.11
22648	GENOA FU	Genoa Twp Future Roads #261	03/05/2007	0.00	100,000.00
22649	GENOA RO	Genoa Twp Road Projects #264	03/05/2007	0.00	150,000.00
22650	GENOA TW	Genoa Township	03/05/2007	0.00	162.74
22651	GENOABLD	Genoa Township Building & Ground Fund-27	03/05/2007	0.00	25,000.00
22652	GMACPAY	GMAC	03/05/2007	0.00	363.20
22653	GTFPPR	GenoaTwp-Fut Paths,Pks & Rec	03/05/2007	0.00	100,000.00
22654	HEIKKINE	Heikkinen Law Firm	03/05/2007	0.00	2,395.00
22655	K&JLECT	K & J Electric, Inc.	03/05/2007	0.00	1,056.00
22656	LANGWORT	Langworthy Strader Leblanc	03/05/2007	0.00	4,459.58
22657	livcty	Livingston County Treasurer	03/05/2007	0.00	160.78
22658	MASTER M	Master Media Supply	03/05/2007	0.00	91.84
22659	MCDONALD	McDonald Modular Solutions	03/05/2007	0.00	375.00
22660	Miller C	Miller,Canf,Paddock,&Stone,PLC	03/05/2007	0.00	215.55
22661	MIPIPE	Michigan Pipe & Valve	03/05/2007	0.00	738.70
22662	MPA	Lawrence R. Heslip	03/05/2007	0.00	1,279.00
22663	Net serv	Network Services Group, L.L.C.	03/05/2007	0.00	192.95
22664	Perfect	Perfect Maintenance Cleaning	03/05/2007	0.00	738.00
22665	PettyCaU	Petty Cash-Utilities	03/05/2007	0.00	79.47
22666	PFEFFER	Pfeffer, Hanniford, Paika	03/05/2007	0.00	2,475.00
22667	SHELL	Shell	03/05/2007	0.00	201.20
22668	StatMi	State of Michigan	03/05/2007	0.00	10.00
22669	Triax	Triax Audio/Video	03/05/2007	0.00	120.00
22670	TTMPS	Tetra Tech MPS	03/05/2007	0.00	8,041.29
22671	USA BLUE	USA Bluebook	03/05/2007	0.00	108.63
22672	GenCurre	Genoa Twp Current Tax Fund	02/27/2007	0.00	90.90

Report Total: 2,398.71 429,867.13

**First National
Direct Deposit
February 23, 2007
Bi-Weekly Payroll**

<u>Employee Name</u>	<u>Debit Amount</u>	<u>Credit Amount</u>
Adam Van Tassell		\$1,047.84
Amy Ruthig		\$930.43
Angela Williams		\$351.64
Barb Kries		\$929.31
Beverly Wilson		\$1,260.07
Carol Hanus		\$1,135.05
Dave Estrada		\$1,189.34
Deborah Rojewski		\$2,153.48
Donald Poduda		\$0.00
Genoa Township	\$20,018.95	
Greg Tatara		\$2,131.46
H.J. Mortensen		\$0.00
Judith Smith		\$1,005.30
Karen J. Saari		\$832.94
Kelly VanMarter		\$0.00
Laura Mroczka		\$1,188.78
Mary Krencicki		\$701.42
Michael Archinal		\$2,305.36
Renee Gray		\$973.72
Robin Hunt		\$1,192.74
Tammy Lindberg		\$690.07
Total Deposit		<u><u>\$20,018.95</u></u>

EFT #: _____
INTERNET: _____
CHECK BOOK: _____

Accounts Payable
Computer Check Register



User: angie
Printed: 02/19/2007 - 10:15
Bank Account: 101CH

Check	Vendor No	Vendor Name	Date	Invoice No	Amount
22628	Administ	Total Administrative Services	02/23/2007		241.90
			Check 22628 Total:		241.90
9271	AETNA LI	Aetna Life Insurance & Annuity	02/23/2007		25.00
			Check 9271 Total:		25.00
9272	EFT-FED	EFT- Federal Payroll Tax	02/23/2007		3,522.71 1,846.62 1,846.62 431.86 431.86
			Check 9272 Total:		8,079.67
9273	EFT-PENS	EFT- Payroll Pens Ln Pyts	02/23/2007		265.06
			Check 9273 Total:		265.06
22629	Equitabl	Equivest Unit Annuity Lock Box	02/23/2007		785.00
			Check 22629 Total:		785.00
9274	FIRST NA	First National Bank	02/23/2007		1,210.00 20,618.85

VOID K.VANMAETER
1,809.90 *
20,018.95

Check 9274 Total:

20,018.95
-21,828.85

22630

SOM-TRE State Of Mich- Dept Of Treasur 02/23/2007

02/23/09 2,398.71

Check 22630 Total:

2,398.71

VOID - K. VAN HARTER TAXES

*- 90.00 **

** 2308.71*

Report Total:

33,624.19

*- 1899.90 **

TOTAL PAYROLL

** 31,724.29*

First National
Direct Deposit
March 1, 2007
Monthly Payroll

<u>Employee Name</u>	<u>Debit Amount</u>	<u>Credit Amount</u>
Genoa Township	\$6,530.53	
Adam Van Tassel		\$437.02
Gary McCririe		\$2,179.14
H.J. Mortensen		\$415.57
Jean Ledford		\$309.47
Paulette Skolarus		\$2,541.44
Steve Wildman		\$318.42
Todd Smith		\$329.47
Total Deposit		\$6,530.53

Accounts Payable
Computer Check Register



User: angie
Printed: 02/20/2007 - 10:36
Bank Account: 101CH

Check	Vendor No	Vendor Name	Date	Invoice No	Amount
22632	Administ	Total Administrative Services	03/01/2007		100.00
			Check 22632 Total:		100.00
9275	AETNA LI	Aetna Life Insurance & Annuity	03/01/2007		50.00
			Check 9275 Total:		50.00
9276	EFT-FED	EFT- Federal Payroll Tax	03/01/2007		1,858.89 608.43 608.43 142.31 142.31
			Check 9276 Total:		3,360.37
9277	EFT-PENS	EFT- Payroll Pens Ln Pyts	03/01/2007		101.78
			Check 9277 Total:		101.78
22633	Equitabl	Equivest Unit Annuity Lock Box	03/01/2007		120.00
			Check 22633 Total:		120.00
9278	FIRST NA	First National Bank	03/01/2007		500.00 6,030.53

Check 9278 Total:

6,530.53

Report Total:

10,262.68

#592 OAK POINTE WATER/SEWER FUND

Payment of Bills February 14 - 27, 2007

<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
02/21/2007	544	AAA SERVICE NETWORK	VOID: Electric unit heater inspection	0.00
02/21/2007	545	AT & T	telephone service 01/08-02/07/07	-254.44
02/21/2007	546	BRIGHTON ANALYTICAL LLC	Lab costs	-104.00
02/21/2007	547	DIXON ENGINEERING, INC.	Professional Services	-1,250.00
02/21/2007	548	GENOA TWP -GENERAL FUND	Reimburse GF #102 fpr final payment of bills OP	-15,764.22
02/21/2007	549	MPA TRUCKING	snow plowing & salting 02/01/07-02/15/07	-785.00
02/21/2007	550	SWF RESTORATION	remove and clean basement-Tom Leddle 4979 Fai	-375.00
02/21/2007	551	USA Bluebook	supplies-OP Water	-310.52
02/21/2007	552	VELOCITY PUMPS	Grinder rebuilds	-435.00
02/21/2007	553	AAA SERVICE NETWORK	Electric unit heater inspection	-583.00
02/27/2007	554	VOID	VOID:	0.00
02/27/2007	555	VOID	VOID:	0.00
02/27/2007	556	VOID	VOID:	0.00
02/27/2007	557	VOID	VOID:	0.00
02/27/2007	558	BRIGHTON ANALYTICAL LLC	lab costs	-104.00
02/27/2007	559	K & J Electric, INC	OP-Water Plant	-1,999.00
02/27/2007	560	GRAINGER	OP-WWTP	-110.29
02/27/2007	561	AT & T	TELEPHONE 01/14/2007-02/13/2007	-67.42
02/27/2007	562	Pfeffer, Hanniford & Palka		-1,600.00
02/27/2007	563	G/O SEWER AUTHORITY	Utility Fund Schedule-11/06	-4,050.05
02/27/2007	564	GENOA TWP -GENERAL FUND	Utility Fund Schedule-11/06	-928.18
02/27/2007	565	MHOG	Utility Fund Schedule-11/06	-126.97
02/27/2007	566	GENOA TWP UTILITY FUND	Utility Fund Schedule-11/06	-5,301.50
Total				-34,148.59

#593 LAKE EDGEWOOD W/S FUND

Missing Checks

February 14 - 27, 2007

<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
02/21/2007	1021	AAA SERVICE NETWORK, INC.	Gas unit heater inspections	-594.00
02/21/2007	1022	AT&T	Telephone service-01/08/07-02/07/2007	-188.58
02/21/2007	1023	Brighton Analytical L.L.C.	Lab costs	-67.00
02/21/2007	1024	DETROIT PUMP AND MFG. CO.	Station 67 pump	-5,671.15
02/21/2007	1025	GENOA TWP-GENERAL FUND	Reimburse GF 101 for final payment of bills for LE	-25,419.15
02/21/2007	1026	MPA TRUCKING & SNOW PLOWING	snow plowing & salting 02/01/07-02/15/07	-240.00
02/27/2007	1027	DETROIT PUMP AND MFG. CO.	BILLING FOR FREIGHT	-90.00
02/27/2007	1028	GENOA TWP-GENERAL FUND	To reimburse December Bills	-28,716.46
02/27/2007	1029	G/O SEWER	Utility Funds Schedule 11/06	-630.00
02/27/2007	1030	GENOA TWP-DPW UTILITY FUND # 503	Utility Funds Schedule 11/06	-95.83
02/27/2007	1031	GENOA TWP-GENERAL FUND	Utility Fund Schedule 11/06	-101.69
02/27/2007	1032	Pfeffer, Hanniford & Palka	Invoice #686	-1,600.00
02/27/2007	1033	Brighton Analytical L.L.C.	water testing	-67.00
02/27/2007	1034	PVS NOLWOOD CHEMICALS, INC	Aluminum Sulfate	-1,061.40
02/27/2007	1035	VELOCITY PUMPS	new install-pump	-445.00
			Total	-64,987.26

#595 PINE CREEK W/S FUND
Payment of Bills
February 14-27, 2007

<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
02/27/2007	2004	GENOA TWP-GENERAL FUND	Utility Fund Schedule 11/06	-68.00
02/27/2007	2005	Pfeffer, Hanniford & Palka	Services for January13 - February 20, 2007	-200.00
			Total	-268.00

GENOA CHARTER TOWNSHIP BOARD

**Regular Meeting
February 19, 2007
6:30 p.m.**

MINUTES

Supervisor McCririe called the regular meeting of the Genoa Charter Township Board to order at 6:30 p.m. The Pledge of Allegiance was then said. The following persons were present constituting a quorum for the transaction of business: Gary McCririe, Paulette Skolarus, Robin Hunt, Todd Smith, Jean Ledford, Steve Wildman and Jim Mortensen. Also present were Township Manager Michael Archinal and approximately two persons in the audience.

A Call to the Public was made with no response.

Approval of Consent Agenda:

Moved by Smith, supported by Wildman, to approve the consent agenda with the addition of approval of minutes from 01/04/07 and the moving of item 5 to the regular agenda for discussion. The amended agenda was voted and carried unanimously.

1. Payment of Bills

2. Approval of Minutes:

- A. February 5, 2007**
- B. January 4, 2007**

3. Request for approval of a new entertainment permit on a 2006 Class C licensed business located at 900 S. Latson, Howell, MI 48843, Genoa Township, Livingston County, from RWJW Corp. (Buffalo Wild Wings) as submitted by James J. Womac and representative Robert Kramer.

4. Request for approval of the 2007-2008 Schedule of Meetings.

Approval of Regular Agenda:

Moved by Smith, supported by Ledford, to approve for action all items listed under the regular agenda. The motion carried unanimously.

5. Request approval to adjust special assessment and tax bill in regards to Parcel ID#4711-22-302-197 as it pertains to the Tri-Lakes Sewer Assessment as requested by the property owners, Jeffrey & Gina Gangnier, and submitted by the Treasurer.

Moved by Mortensen, supported by Ledford, to recommend approval of the request made by Hunt conditioned upon a written policy being submitted should any future request for abatement be requested. The motion carried unanimously.

6. Review of REU calculations for a proposed Ice Cream Shop located in the Shops of Westbury.

Moved by Skolarus, supported by Smith, to reaffirm the residential equivalent user calculation in the 01/22/07 correspondence from Archinal with a determination of \$11,163.00 in connection fees for an ice cream shop to be located in the Westbury development. Further, to authorize an initial payment of \$5,581.50 on the build-out with the balance of \$5,581.50 to be included on the utility billing for that development one year later. The motion carried unanimously.

7. Discussion regarding participation in the Howell Recreational Authority as submitted by Trustee Todd Smith.

It was the consensus of the board to again participate in the Howell Parks and Recreation Authority and to financially participate in the program under the same funding guidelines as used the previous fiscal year. No further action was taken by the board

McCrie advised the board that preliminary meetings with the architect and engineer were held concerning the building of a new fire station. The schedule for breaking ground is expected this summer.

Archinal asked approval to purchase two new cameras for the township hall surveillance at a cost of approximately \$2,800.00. No objections were raised by the board.

Moved by Mortensen, supported by Smith, to extend the deadline for application of the Class C liquor license requested by Asian Fusion to 03/19/07. The motion carried unanimously.

The regular meeting of the Genoa Charter Township Board was adjourned at 7:20 p.m.

Paulette A. Skolarus
Genoa Township Clerk

(Press/argus 02/28/07)

February 27, 2007

Dear Polly,

Please accept the attached documents in regards to obtaining the liquor license in Genoa Township. My husband and myself came to the board meeting on December 4, 2006 seeking this liquor license. At that time we were told that the license would be tabled for us for 90 days. Your board members requested that we:

- 1) Obtain a signed lease. As you will see in the attached documents we have a lease agreement with Singh. We have not signed the lease yet; however we are ending negotiations and are prepared to sign this lease upon approval of the license.
- 2) Show more capital. Last time we were there, the board members showed some uncertainty with regards to amount of money we had and the amount we need to open especially with concern toward the tap fee. The attached documents show that we have currently in the bank \$257, 673.90. In addition, I have attached two home equity loans that we have been pre-approved for. One for \$17, 000 and one for \$28,000 bringing our total start-up capital to just over \$300, 000. With regards to the tap fee of \$44, 000, the landlord has agreed to split that 50/50 with us.
- 3) Update our business plan. We have updated our business plan with more detail in regards to equipment we will need, professional services, rent and the tap fee. This business plan is attached as well.

LEASE AGREEMENT



LANDLORD: Singh Management Co., L.L.C.
7125 Orchard Lake Road
Suite 200
West Bloomfield, MI 48322

TENANT: Hong Hao LLC
4313 Grand River Avenue
Howell, MI 48843

INDEX TO LEASE

ARTICLE I – BASIC TERMS AND DEFINITIONS

- Section 1.01 Basic Terms and Definitions
- Section 1.02 Leased Premises
- Section 1.03 Term and Option to Renew
- Section 1.04 Construction

ARTICLE II - RENT

- Section 2.01 Rent
- Section 2.02 Other Charges
- Section 2.03 Lease Year
- Section 2.04 Additional Payments

ARTICLE III - REAL ESTATE TAXES

- Section 3.01 Tenant's Tax Obligation
- Section 3.02 Tax Changes
- Section 3.03 Real Estate Tax Protest

ARTICLE IV - SECURITY DEPOSIT

- Section 4.01 Security Deposit
- Section 4.02 Transfers of Security Deposit

ARTICLE V - CONDUCT OF BUSINESS BY TENANT

- Section 5.01 Use of Premises
- Section 5.02 Hours and Operations
- Section 5.03 Care of Leased Premises
- Section 5.04 Environmental Matters
- Section 5.05 ADA Compliance
- Section 5.06 Other Business Locations
- Section 5.07 Trash Dumpster and Removal
- Section 5.08 Pest Control
- Section 5.09 Fire Control Systems
- Section 5.10 Fumes and Smells
- Section 5.11 Trash Disposal
- Section 5.12 Paper Goods
- Section 5.13 Tenant's Use
- Section 5.14 HVAC Maintenance
- Section 5.15 Exclusive Use
- Section 5.16 Outdoor Patio Seating Area
- Section 5.17 Outdoor Freezer and Cooler

ARTICLE VI - ALTERATIONS AND SIGNS

- Section 6.01 Alterations
- Section 6.02 Signs and Advertising

ARTICLE VII - MAINTENANCE OF LEASED PREMISES

- Section 7.01 Designation of Common Areas
- Section 7.02 Maintenance of Common Areas
- Section 7.03 Tenant's Share of Common Area Expense
- Section 7.04 Tenant's Obligation for Maintenance

ARTICLE VIII - INSURANCE AND INDEMNIFICATION

- Section 8.01 Tenant's Insurance Requirements
- Section 8.02 Landlord's Insurance
- Section 8.03 Covenant to Hold Harmless
- Section 8.04 Increased Insurance Hazard

ARTICLE IX - UTILITY CHARGES

- Section 9.01 Utility Charges
- Section 9.02 Water Charges

ARTICLE X - ASSIGNMENT AND SUBLETTING

- Section 10.01 Consent Required

ARTICLE XI - OFFSET STATEMENT, ATTORNMENT AND SUBORDINATION

- Section 11.01 Offset Statement
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- Section 11.03 Subordination

ARTICLE XII - DESTRUCTION OF LEASED PREMISES

- Section 12.01 Reconstruction of Damaged Premises
- Section 12.02 Election to Terminate
- Section 12.03 Abatement of Rental
- Section 12.04 Tenant's Obligations

ARTICLE XIII - EMINENT DOMAIN

- Section 13.01 Total Condemnation of Leased Premises
- Section 13.02 Partial Condemnation of Leased Premises
- Section 13.03 Distribution of Award

ARTICLE XIV - DEFAULT OF THE TENANT

- Section 14.01 Default
- Section 14.02 Remedies

Section 14.03 Damages
Section 14.04 Curing of Tenant's Default

ARTICLE XV - ACCESS BY OWNER

Section 15.01 Right of Entry

ARTICLE XVI - SURRENDER OF PREMISES, HOLDING OVER, SUCCESSORS

Section 16.01 Surrender of Leased Premises
Section 16.02 Condition of Leased Premises
Section 16.03 Abandoned Property
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Section 16.05 Successors

ARTICLE XVII - QUIET ENJOYMENT

Section 17.01 Landlord's Covenant
Section 17.02 Non-Liability of Landlord
Section 17.03 Liability of Landlord

ARTICLE XVIII - OPERATION OF LEASED PREMISES

Section 18.01 Tenant and Employee Parking
Section 18.02 Landlord's Use of Common Areas
Section 18.03 Taxes on Leasehold
Section 18.04 Wi-Fi Network

ARTICLE XIX - MISCELLANEOUS

Section 19.01 Force Majeure
Section 19.02 Transfer of Landlord's Interest
Section 19.03 Financing of Premises
Section 19.04 Recording
Section 19.05 Liens
Section 19.06 Late Charges and Interest on Late Payments
Section 19.07 Accord and Satisfaction
Section 19.08 Waiver
Section 19.09 Legal Expenses
Section 19.10 Real Estate Brokers
Section 19.11 Laws of the State of Michigan
Section 19.12 Entire Agreement
Section 19.13 Interpretation and Use of Premises
Section 19.14 Notices
Section 19.15 Execution of Lease
Section 19.16 Captions and Section Numbers
Section 19.17 Arbitration
Section 19.18 Option to Terminate

RIDER TO LEASE

EXHIBIT A - SITE PLAN AND LOCATION OF LEASED PREMISES

EXHIBIT B - LANDLORD'S WORK; TENANT'S WORK

EXHIBIT C - SIGN SPECIFICATIONS

EXHIBIT D – GUARANTY

Exhibit E - OUTDOOR SEATING

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") is made as of the Effective Date by and between the LANDLORD and the TENANT for the LEASED PREMISES, all as designated in Section 1.01, below, upon the terms and conditions contained herein.

WITNESSETH:

ARTICLE I

BASIC TERMS AND DEFINITIONS

Section 1.01 Basic Lease Terms and Definitions.

- A. **Landlord:** Singh Management Co., L.L.C., whose address is 7125 Orchard Lake Road, Suite 200, West Bloomfield, MI 48325.
- B. **Tenant:** Hong Hao, LLC, whose address is 13 Norwich Court, Midland, MI 48642
- C. **Effective Date:** _____ day of February, 2006.
- D. **Shopping Center:** The Shops at Westbury, located on Grand River Avenue, Township of Genoa, Livingston County, Michigan, including the building, common areas and all site improvements located within the property.
- E. **Leased Premises:** 4313 and 4319 Grand River Avenue, Howell, MI containing approximately 3,000 square feet of restaurant and kitchen area, and 282 square feet of storage area, all as shown on Exhibit A attached hereto, measured to the center of interior demising walls and to the exterior of all exterior walls.
- F. **Term:** Until September 30, 2012.
- G. **Rental Commencement Date:** September 15, 2007.
- H. **Condition of Leased Premises.** Tenant agrees to accept possession of the Leased Premises in their current condition, "AS IS", except that Landlord will remove the demising wall between spaces 4313 and 4319, and Landlord will upgrade the rooftop HVAC units to a total of 17 tons cooling capacity. Thus, the "Landlord's Work" section of Exhibit "B" does not apply, except in the event of a rebuilding by Landlord following a casualty or other event requiring rebuilding.

I. **Rent:**

<u>Month</u>	<u>Annual Rent</u>	<u>Monthly Rent</u>
1-12	\$49,230.00	\$4,102.50
13-24	\$55,794.00	\$4,649.50
25-36	\$55,794.00	\$4,649.50
37-48	\$59,076.00	\$4,923.00
49-60	\$60,717.00	\$5,059.75

J. **Tenant's Share of Real Estate Taxes, Common Area Expenses and Insurance:**
3,282/18,300 (18%)

K. **Security Deposit:** \$8,205.00

L. **Use:** Full service restaurant featuring Japanese cuisine.

M. **Tradename:**

N. **Guarantor:** Hong Hao Meng, Pamela Meng and Shuan Wang.

Section 1.02 Lease of Premises. Landlord hereby leases to Tenant and Tenant hereby leases the Leased Premises from Landlord for the term described in Section 1.01, above. Landlord reserves the right to change, modify, add to or subtract from the size and dimensions of the Shopping Center or any part thereof, the number, location and dimensions of buildings and stores, the location, size and number of tenant spaces and kiosks which may be erected on the Shopping Center, the size, number, location and type of any ground monument, pylon sign or other advertising structure, the identity, type, number and location of other stores and tenants, and the size, shape, location and arrangement of Common Areas, and to design and decorate any portion of the Shopping Center as it desires, but the general character of the Shopping Center and the size, location, access to and visibility of the Leased Premises shall not be substantially changed. In no event shall any permanent alteration reduce the number of parking spaces below that which is required by any governmental entity having jurisdiction with respect thereto.

Section 1.03 Term. (a) The term of this Lease shall begin on the Effective Date, and shall continue until the ending date set forth in Section 1.01, above. If the Rental Commencement Date shall be a day other than the first day of a calendar month, then Tenant shall pay prorated Rent and other charges in advance for such partial first month.

(b) Tenant shall have the option to extend the Term of this Lease for an additional period of five (5) years (the "Renewal Term") or until said Renewal Term shall sooner cease and expire under the provisions of this Lease, provided that the following conditions are satisfied: (i) the Tenant notifies the Landlord in writing, via certified mail, return receipt requested, of its election to exercise the option to renew at least one hundred eighty (180) days prior to the expiration of the original current term; and (ii) at the commencement of such Renewal Term Tenant is not then in default beyond all applicable notice and cure periods.

(c). Provided that all conditions precedent described in Paragraph 1.03(b) above are satisfied, then this Lease shall be deemed extended upon the same terms, covenants, and conditions as those set forth herein, except as to the amount of the base rent payable under Paragraph 1(H) hereof and except that there shall be no additional option to extend after the Renewal Term. The base monthly rent for the Demised Premises payable pursuant to Paragraph 1(H) hereof during the Renewal Term shall be increased to an amount equal to the fair market value ("Fair Market Rent"), as such term is hereinafter defined, for the Demised Premises, as of the commencement date for the Renewal Term. The term "Fair Market Rent", as used herein, shall mean the then current market rental rate per square foot offered by the Landlord to prospective tenants requesting a term which is no greater than the Renewal Term, and space which is equal to the approximate size of the Demised Premises, provided, however, that the Fair Market Rent payable during the Renewal Term shall be not less than the base annual rent paid by the Tenant during the immediately preceding lease year. The Landlord shall determine the Fair Market Rent in accordance with this Paragraph 1.03(c), and shall notify the Tenant of the same ("Rent Notice"), in writing within thirty (30) days of Tenant's renewal notice. In the event that Tenant disagrees with Landlord's determination of the Fair Market Rent, Tenant shall have the right to rescind its exercise of its option to extend by written notice to Landlord within thirty (30) days of the date of the Rent Notice.

Section 1.04 - Construction. (a) Landlord will complete the work designated in Section 1.01(H), above as soon as reasonably possible after the Effective Date. Tenant will complete the preparation of the Leased Premises in accordance with Section 1.04(b), below. Landlord has no obligation to perform any work or to supply any materials for the preparation of the Leased Premises in excess of the work specified by Section 1.01(H), unless specifically described in a Rider to this Lease or other written agreement from the Landlord. The work to be performed by Landlord may be performed concurrently with the work to be performed by Tenant, and the parties shall co-operate on the scheduling and performance of the work.

(b) Tenant agrees prior to the Commencement Date, at Tenant's sole cost and expense, to provide and complete all other work and materials necessary to make the Leased Premises ready to open for business to the public, including, without limitation, all of "Tenant's Work" as described in Exhibit B. Landlord shall have no responsibility or liability whatsoever for any theft, loss or damage to any tools or materials stored in the Leased Premises by Tenant. It is agreed that by occupying the Leased Premises, Tenant accepts the same and acknowledges that the Leased Premises are substantially completed and are in the condition called for hereunder. Tenant's failure to timely complete Tenant's Work shall not delay or postpone the Rental Commencement Date or the payment of rent.

ARTICLE II

RENT

Section 2.01 - Rent. Beginning on the Rental Commencement Date, Tenant shall pay to Landlord the Rent for the Leased Premises in the amounts and at the rates set forth in Section 1.01(I), above. All Rent shall be paid in advance in consecutive monthly installments on or before the first day of each month at the office of Landlord without any prior demand therefore or without any deductions or set off whatsoever. Landlord shall have no obligation to accept less than the full amount of any installment of Rent and other charges that are due and owing by Tenant to Landlord, and if Landlord shall accept less than the full amount owing, the payment shall be on account only, and Landlord may apply the sums received towards such of Tenant's obligations as Landlord shall determine.

Section 2.02 - Other Charges. Tenant's obligation to reimburse Landlord for real estate taxes, Landlord's insurance and Common Area Expenses shall begin on the Rental Commencement Date, notwithstanding any free rental or concession periods that may be contained in this Lease.

Section 2.03 - Lease Year. The term "Lease Year" as used herein means each calendar year during the term of this Lease, except that the first Lease Year shall begin on the Rental Commencement Date of this Lease and the last Lease Year shall end on the date this Lease expires or sooner terminates.

Section 2.04 - Additional Payments. Any and all sums of money or charges required to be paid by Tenant under this Lease other than Rent shall be deemed to be additional Rent, and Tenant's failure to pay such amounts or charges when due shall carry with it the same consequences as Tenant's failure to pay Rent. Unless otherwise specified, all such amounts or charges shall be payable to Landlord at the place where the Rent is payable.

ARTICLE III

REAL ESTATE TAXES

Section 3.01 - Tenant's Tax Obligation. Tenant agrees to pay to Landlord, as additional Rent, Tenant's proportionate share (Section 1.01(J)) of all real estate taxes, assessments (general and special) and other charges which may be levied, assessed or charged against the Shopping Center (hereinafter called "real estate taxes"), accruing or become due and payable during the term of this Lease and any extension thereof. Real estate taxes shall be deemed to accrue ratably over the calendar year period during which such taxes become due and payable. Landlord may from time to time estimate the amount of such real estate taxes, which will be paid monthly along with the Rent; provided that in the event Landlord is required under any mortgage covering the Shopping Center to escrow any real estate taxes, Landlord may, but shall not be required to, use the amount required to be so escrowed as a basis for its estimate of the monthly installments due from Tenant hereunder. Any over or under charges will be adjusted at least once annually, and will be credited or invoiced to Tenant, as appropriate.

Section 3.02 - Tax Changes. In the event the State of Michigan or any political subdivision thereof or any governmental authority having jurisdiction thereover shall impose a tax and/or assessment of any kind or nature upon, against or with respect to Rent payable by Tenant to Landlord, including sales, use, excise, value added or similar taxes (but not including the federal income tax or Michigan single business tax), or with respect to the ownership, occupancy or rental of the land and buildings comprising the Shopping Center, either by way of substitution for all or any part of the real estate taxes levied or assessed against such land and buildings, or in addition thereto, such tax and/or assessment shall be deemed to constitute a real estate tax for purposes of this section.

Section 3.03 - Real Estate Tax Protest. Landlord may at its option (and shall at the request of 75% of the Tenants in the Shopping Center) seek a reduction in the assessed valuation of the Shopping Center and/or contest any real estate taxes, assessments or other charges levied against the Shopping Center. All attorneys' fees and other expenses incurred as a result of such

action shall be deemed excess real estate taxes payable (to the extent of Tenant's proportionate share) as additional rent at the times set forth in Section 3.01 hereof. Any refunds received by Landlord as a result of any such contest shall be returned or credited to the appropriate tenants.

ARTICLE IV

SECURITY DEPOSIT

Section 4.01 - Security Deposit. Simultaneously with the execution of this Lease, Tenant has deposited the Security Deposit with Landlord as security for the full and faithful performance by Tenant of each and every term, covenant, condition and agreement of this Lease on Tenant's part to be performed. In the event that Tenant defaults in respect of any of the terms, provisions, covenants, conditions or agreements of this Lease, including but not limited to payment of Rent or any other sum payable by Tenant under this Lease, Landlord may, but shall not be required to, use, apply, or retain the whole or any part of the security so deposited for the payment of any such Rent or other payment in default or for any other sum which Landlord may expend or be required to expend by reason of Tenant's default, including any damages or deficiency in the reletting of the Leased Premises, whether such damages or deficiency may accrue before or after summary proceedings or other re-entry by Landlord. Whenever and as often as the amount of the security held by Landlord shall be diminished by Landlord's application thereof, Tenant shall upon demand immediately deposit additional money with Landlord sufficient to restore the security to the original amount set forth in this section. In the event that Tenant shall fully and faithfully comply with all the terms, provisions, covenants, conditions and agreements of this lease, the security or any balance thereof shall be returned to Tenant after the time fixed as the expiration of this Lease. Tenant shall not be entitled to any interest on the security. After the end of the Lease term, Landlord may continue to hold an amount computed as fifty cents (\$0.50) times the number of square feet contained in the Leased Premises until the Common Area Expenses, Real Estate Taxes, Landlord's insurance and other allocable charges have been reconciled at the end of the year in which the lease termination occurs.

Section 4.02 - Transfers of Security Deposit. In the absence of evidence satisfactory to Landlord of any assignment of the right to receive the security or the remaining balance thereof, Landlord may return the security to the original Tenant, regardless of one or more assignments of the Lease itself. If Landlord shall sell or lease the Shopping Center or otherwise assign or dispose of this Lease, Landlord shall have the right to transfer the security to the assignee for the benefit of Tenant and Landlord shall then be released by Tenant from all liability for the security and Tenant shall thereafter not have any claim against Landlord hereunder. No holder of a mortgage or any secured lender shall be responsible for the security deposit unless such holder actually shall have received the security deposited hereunder.

ARTICLE V

CONDUCT OF BUSINESS BY TENANT

Section 5.01 - Use of Premises. Tenant agrees to use the Leased Premises only for the use specified in Section 1.01(L), above, provided that Tenant has obtained the necessary permits

therefor, and Tenant will not use the Leased Premises for any purpose in violation of any law, ordinance, regulation or building and use restriction. Tenant shall conduct its business at the Leased Premises only under the trade name specified in Section 1.01(M), above, and shall not change its trade name without the prior written consent of Landlord. Tenant shall conduct its business at all times in a high-class and reputable manner and shall not lower the quality of its merchandise or services. Tenant will not use the sidewalks or parking facilities of the Shopping Center for business purposes nor conduct any second hand sale, auction, distress or fire sale, or bankruptcy or going-out-of-business sale without the prior written consent of Landlord.

Section 5.02 Hours and Operations. Tenant agrees to keep its store open for business to the public, fully staffed and with a full stock of merchandise on all of the days and hours as may be established by Landlord for the Shopping Center. Tenant shall be required to remain open during additional or late night business hours as may be directed by Landlord in connection with special Shopping Center promotional events and during holiday selling seasons, provided that Landlord similarly directs all other retail tenants at the Shopping Center to remain open. Tenant shall not be required to be open on Sundays or legal holidays except in connection with special promotional events.

Section 5.03 - Care of Leased Premises. Tenant shall not damage or injure the Shopping Center or any part thereof or create a nuisance or menace to other tenants in the Shopping Center and shall keep the Leased Premises (including any service areas adjacent to the Leased Premises, show windows and signs) orderly, neat, safe, clean and free from rubbish and dirt at all times and shall store all trash and garbage within the Leased Premises or at such other areas as may from time to time be designated by Landlord. Tenant shall also promptly comply with all laws, ordinances and regulations affecting the Leased Premises and the cleanliness, safety, occupancy and use of same.

Section 5.04 - Environmental Matters. Tenant covenants that it will not place, hold, release, store or dispose of any Hazardous Substance on the Leased Premises or the Shopping Center in violation of any environmental laws, and that any improvements constructed in or upon the Leased Premises by Tenant will not contain any asbestos or other Hazardous Substance in violation of any environmental laws. As used herein the term "Hazardous Substance" means any hazardous, toxic or dangerous waste, substance or material defined as such in any federal, state or local statute, law, ordinance, code, rule, regulation, order or decree relating to the protection, contamination or pollution of the environment, now or at any time hereafter in effect. Tenant shall indemnify Landlord and hold Landlord harmless from and against any and all losses, liabilities, damages, liens, injuries, costs, expenses and claims of any and every kind whatsoever, paid, incurred or suffered by, or asserted against, Landlord for, with respect to, or as a direct or indirect result of any breach of covenant, misrepresentation or mistake of fact by Tenant of any matter set forth in this paragraph. The covenants, representations, warranties and indemnities set forth in this paragraph shall survive the termination of the Lease.

Section 5.05 - ADA Compliance. Landlord shall not be responsible or liable to make any repairs or alterations to the Leased Premises that may be required under the Americans With Disabilities Act, if any. Tenant shall not be responsible or liable to make any repairs or alterations to the Common Areas that may be required under the Americans With Disabilities Act, if any.

Section 5.06 - Other Business Locations. If during the term of this Lease, Tenant or any other person, firm or corporation who or which owns an interest in or is owned in whole or in part by Tenant (or if Tenant is a corporation, any officer, director or shareholder of Tenant) shall directly or

indirectly own, operate or become financially interested in any similar or competing business within a radius of three (3) miles from the Leased Premises, then the Rent (and each monthly installment of Rent) for the remainder of the Lease Term shall immediately be increased by an amount equal to thirty percent (30%) of the Rent originally provided for by this Lease. The provisions of this section shall not apply to any such business presently owned and in operation within such area.

Section 5.07 - Trash Dumpster and Removal. Trash containers shall be provided, emptied and maintained in accordance with the subparagraph checked below:

- Landlord will provide trash dumpsters for the common use of the Shopping Center tenants, and will provide for the rental, maintenance, and periodic emptying of the dumpsters, as a Common Area Expense.
- Tenant will provide its own dumpsters or containers for the storage and disposal of trash, and will provide for the rental, maintenance and periodic emptying of its trash dumpster or containers, at Tenant's own expense.
- Landlord will provide trash dumpsters for the common use of the Shopping Center tenants. Tenant will periodically pay to Landlord, within ten (10) days of Landlord's invoice, Tenant's proportionate share of the cost to rent, maintain and empty the trash dumpsters. Tenant's proportionate share, for purposes of this Paragraph, will be deemed to be ____% of the total cost.

Section 5.08 - Pest Control: Tenant shall maintain a regular program of insect eradication measures, including the proper storage of food and wastes, spraying and cleaning.

Section 5.09 - Fire Control Systems: Tenant, as a part of Tenant's Work, will install and thereafter maintain all water and chemical fire suppression systems required by the City of Howell and the building's insurer with respect to the Leased Premises, including the cooking equipment, ventilation shafts, duct work and hoods. Tenant will periodically clean and de-grease all exhaust hoods, ducts and shafts, and will periodically test the system components. The fire suppression systems, ducts, hoods and all of its components will become part of the Leased Premises and will be surrendered with the Leased Premises at the termination of the Lease.

Section 5.10 - Fumes and Smells: Tenant shall take all measures necessary to insure that food and cooking smells and odors do not migrate from the Leased Premises into the premises of any adjoining tenant.

Section 5.11 - Trash Disposal: All meat and food packings will be cleaned and placed in plastic trash bags prior to disposal, to reduce the possibility of odors, insects or vermin. Tenant will not litter the trash dumpster area, and will periodically clean the trash dumpster area of any grease, liquids or other materials that result from Tenant's use of the trash dumpster area. Tenant will dispose of all organic materials through its garbage grinder, and not in the trash dumpsters. Used grease and frying oils will be kept in sealed leak-proof containers inside the Leased Premises for pick-up and disposal by a contractor licensed to do so.

Section 5.12 - Paper Goods: Tenant will not serve food in paper containers for on-premises consumption, and will only package take-out foods in paper goods.

Section 5.13 - Tenant's Use: Tenant will operate as a full service Japanese style restaurant fused with French, Chinese and American cuisine featuring a full sushi bar and liquor. Tenant will not change its style or theme of operation without Landlord's prior written consent.

Section 5.14 - HVAC Maintenance: Tenant, at its sole cost, shall maintain the HVAC plants for the Leased Premises in good condition and repair throughout the term of this Lease. As a part of its maintenance obligation, Tenant shall enter into an annual contract with a qualified HVAC repair firm, which shall regularly service the HVAC units on the Leased Premises on a semi-annual basis, changing belts, filters and other parts as necessary, and perform lubrication and other routine maintenance recommended by the manufacturer. At Landlord's request, Tenant shall provide a copy of its maintenance contract to Landlord.

Section 5.15 - Exclusive Use: Landlord covenants and agrees that it will not during the term of this Lease enter into a lease with any other tenant for a restaurant which would have a menu featuring Japanese or Chinese foods.

Section 5.16 – Patio Seating Area: Provided that Tenant obtains all required City and Michigan Liquor Control Commission approvals, Tenant may use the portion of the outdoor seating area designated on Exhibit "E" attached hereto. Tenant will regularly clean its portion of the outdoor seating area including removal of trash from its trash cans to the dumpsters. Tenant will install furniture on the outdoor seating area that is heavy enough to resist being blown by the wind. If the ice cream parlor leaves the shopping center, then Tenant may utilize the entire outdoor seating area.

Section 5.17 – Outdoor Freezer and Cooler: Provided that Tenant obtains all required governmental approvals, Tenant may utilize a portion of the area behind its store to locate and maintain outdoor freezers and coolers. Tenant shall not locate any such freezer or cooler behind the store of any other tenant or in any place that would impede vehicular traffic flow.

ARTICLE VI

ALTERATIONS AND SIGNS

Section 6.01 - Alterations. No substantial alteration, addition or improvement to the Leased Premises shall be made by Tenant without the written consent of Landlord, which consent shall not be unreasonably withheld. All alterations, additions, improvements and fixtures (other than trade fixtures of Tenant) made by either of the parties hereto shall immediately become the property of Landlord and shall be considered a part of the Leased Premises.

Section 6.02 - Signs and Advertising. (a) Tenant agrees that it will, at its own expense and prior to the Commencement Date, install an exterior storefront sign in accordance with the requirements of Exhibit C. All signage, including Tenant's exterior storefront sign and any other exterior or interior roof, wall, window or door signs, lettering, placards or other advertising media intended to be visible from outside the Leased Premises, shall first be approved in writing by Landlord, and shall, to the extent applicable, comply with the requirements contained in Exhibit C. Tenant may display professionally prepared interior window signs for special sales or promotional events for limited periods of time only. Landlord may establish written guidelines from time to time to

assure that such signs are tastefully prepared and are used for the limited purposes specified herein. Landlord reserves the right to use the exterior walls and roof of the Leased Premises. Tenant agrees to illuminate its outdoor electrical signs during such hours as shall be designated from time to time by Landlord. Landlord may, at its option, install a master timing switch for Tenant signage and include the electrical expense as a common area expense. Tenant agrees not to use any advertising media that shall be deemed objectionable to Landlord or other tenants such as search lights, flashing lights, loud speakers, phonographs or radio broadcasts in a manner to be seen or heard outside the Leased Premises. Tenant shall not install any exterior lighting or plumbing fixtures, shades, awnings, or any exterior decorations or painting, or build any fences or make any changes to the store front without written consent of Landlord. In the event Tenant shall erect or install any signs or other items in violation of this section, Landlord may, in addition to any other rights it may have under this Lease, remove any such signs without notice and charge the cost thereof to Tenant.

(b) If permitted by the City, Tenant may at its own expense install a sign on the shopping center ground monument. The size, design and location of the sign shall be subject to Landlord's prior written approval, which will not be unreasonably withheld, delayed or conditioned.

ARTICLE VII

MAINTENANCE

Section 7.01 - Designation of Common Areas. Whenever used in this Lease, the term "Common Area" shall include, without limitation, the exterior building surfaces and roofs of all buildings in the Shopping Center, all parking areas, access roads, driveways, truckways, loading areas, traffic and directional signs, underground utility lines or pipes, curbs, retaining walls, lighting facilities, ground and/or pylon signs, building exteriors or facades, roofs, fixtures, trash disposal facilities, service corridors, closets, janitorial service areas, on-site Shopping Center offices, equipment storage areas, comfort stations, pedestrian sidewalks, stairways, plazas, malls, courts and ramps, decorative walls, landscaped and planting areas and other facilities which may be furnished by Landlord in or near the Shopping Center and designated from time to time by Landlord as Common Area, and all other areas and improvements which may be provided and so designated by Landlord for the general use and convenience of the Shopping Center.

Section 7.02 - Maintenance of Common Areas. Landlord shall operate, maintain, repair and administer the Common Areas, provided, however, that Landlord shall not be responsible for any portion of the Common Area of the Shopping Center which any tenant has agreed to maintain. The manner in which such areas and facilities shall be maintained and operated and the expenditures therefor shall be at the sole discretion of Landlord. Landlord shall keep the parking areas lighted during all usual business hours designated by Landlord for the Shopping Center when lighting is necessary. Landlord hereby grants to Tenant and Tenant's employees, agents, customers and invitees the right during the term of this Lease to use in common which others entitled to the use thereof, the Common Areas of the Shopping Center, provided that such use shall be subject to such rules and regulations as Landlord may establish from time to time including, without limitation, restricted parking and other regulations designed to promote the orderly and efficient use of the parking areas. Landlord may temporarily close any of the Common Areas for maintenance purposes or to prevent a public dedication.

Section 7.03 - Tenant's Share of Common Area Expense. Tenant agrees to pay, to Landlord, as additional Rent, Tenant's proportionate share of the cost of operating, maintaining, repairing, replacing and improving the Common Areas of the Shopping Center, to which shall be added an amount equal to fifteen percent (15%) thereof for administrative costs in relation thereto (the "Common Area Expense"). The Common Area Expense shall include all sums expended by Landlord for, without limitation, the cost of equipping, policing and protecting, lighting, heating, periodic painting, illumination, cleaning, sealing, resurfacing, repainting and restriping, trash removal, janitorial services, promotional decorations, snow removal, planting and landscaping, irrigating, drainage (including regular cleaning of the sanitary and storm drains), personal property taxes, supplies, periodic and holiday decorations, total compensation benefits paid to or on behalf of the employees in the performance of their duties under this section, premiums on public liability and property damage and worker's compensation insurance, and other costs necessary in Landlord's judgment for the operation, repair and maintenance of the Common Areas. Common Area Expenses shall not include any amounts paid by Tenant under any other section of this Lease, the cost of improvements to the premises of other Tenants, depreciation, principal and interest payments on Landlord's mortgage, broker's commissions, Landlord's legal fees, the wages of any non-maintenance employee, and costs for which Landlord is reimbursed by any other party. Tenant's proportionate share, for purposes of this section, shall be the proportion which the total floor area of the Leased Premises bears to the total floor area rented or occupied by all of the occupants of the Shopping Center. Landlord may estimate the cost of Common Area Expense from time to time and will notify Tenant from time to time of its proportionate share, which shall be paid monthly along with the Rent. An itemized statement showing in reasonable detail all disbursements and charges will be furnished to Tenant not less than once annually and any over or under charges will be invoiced or credited to Tenant at that time.

Section 7.04 - Tenant's Obligation for Maintenance. Tenant agrees to keep and maintain the Leased Premises in good order, condition and repair, including all plumbing, electrical, heating, air conditioning and any other equipment installed in or appurtenant to the Leased Premises, and including the roof or pad mounted HVAC unit(s) servicing the Leased Premises, and including all doors, door frames, the window glass, window casings, window frames, windows or any of the appliances or appurtenances of said door or window casings, window frames and windows, or any attachment thereto or attachments to said building used in connection therewith, regardless of whether full replacement or simple repair is needed. Further, Tenant agrees to keep the Leased Premises in a clean, sanitary and safe condition in accordance with the laws of the State of Michigan and in accordance with all directions, rules and regulations of the health officer, fire marshal, building inspector or other proper officers of the governmental agencies having jurisdiction, at the sole cost and expense of Tenant, and Tenant shall further comply with all requirements of all laws and ordinances otherwise touching or concerning the Leased Premises. If Landlord shall determine that Tenant or its employees or agents or invitees abused the plumbing facilities or the adjoining or connecting sewer lines or mains or used them for any purpose other than that for which they were constructed or threw any kind of foreign substance therein, the expense of any breakage, stoppage, damage, cleaning or additional repair resulting therefrom shall be borne by Tenant.

ARTICLE VIII

INSURANCE AND INDEMNIFICATION

Section 8.01 - Tenant's Insurance Requirements. Tenant shall at all times keep in full force and effect, at its sole cost and expense, the following types of insurance in the amounts specified:

(a) Comprehensive public liability and property damage insurance, and boiler and machinery insurance, if applicable, with respect to the Leased Premises with a single combined public liability limit of not less than One Million Dollars (\$1,000,000.00).

(b) Fire and other casualty insurance covering Tenant's personal property, equipment, fixtures, improvements and alterations located on the Leased Premises, including all plate and other glass located on the Leased Premises, in an amount equal to the full replacement value thereof.

(c) Dramshop insurance.

All policies of insurance required to be maintained by Tenant shall name Landlord and other parties in interest designated by Landlord and Tenant as additional insureds as their respective interests may appear, and shall contain a provision that the insurer will not cancel or change the insurance without giving Landlord thirty (30) days' prior written notice. Tenant shall furnish to Landlord such evidence as Landlord may require from time to time that the insurance referred to in this section is in full force and effect and that the premiums therefor have been paid.

Section 8.02 - Landlord's Insurance. (a) Landlord shall during the term of this Lease keep in full force and effect (i) comprehensive public liability and property damage insurance with respect to the Shopping Center with limits of not less than the amounts specified in Section 8.01 hereof; (ii) fire and other casualty insurance covering the building and other improvements located on or near the Shopping Center, including the Leased Premises and all appurtenances thereto (except Tenant's improvements, fixtures, alterations, merchandise, trade fixtures, furnishings, equipment, personal property, signs, wall and floor coverings, carpeting and drapes), and special extended coverage endorsements commonly known as "all risks" endorsements in an amount equal to the full replacement value, if available, but not less than that required by Landlord's mortgagee from time to time; (iii) rental insurance; (iv) worker's compensation insurance; (v) contractors operations insurance; and (vi) such other policies or coverages as may be deemed necessary by Landlord or its mortgagee.

(b) Tenant agrees to pay Landlord as additional Rent, Tenant's proportionate share (Section 1.01(J) of the cost of Landlord's insurance payable in any Lease Year by Landlord pursuant to Section 8.02(a) hereof. Landlord will annually estimate the amount of such cost and will notify Tenant of its proportionate share of such estimate, which will be paid monthly along with the Rent. Any over or under charges will be adjusted at least once annually.

Section 8.03 - Covenant to Hold Harmless. Tenant covenants to indemnify and hold harmless Landlord from and against all claims, costs (including attorney's fees), expenses and liabilities incurred in connection with any claims, actions or proceedings arising from or as a result of (a) any accident, injury, loss or damage whatsoever to any person or to the property of any person as shall occur on or about the Leased Premises and any service area allocated to the use of Tenant during the term of this Lease, (b) the occupancy or use by Tenant of the Leased Premises, or (c) any act or omission whatsoever or negligence of Tenant or any subtenant, concessionaire, licensee

or departmental licensee; provided that the asserted claim, cost or liability is not the result of the act or omission of Landlord, its agents or employees. It is understood and agreed that all personal property of any kind, nature or description whatsoever kept, stored or maintained upon or in the Leased Premises shall be kept, stored or maintained at the sole risk and responsibility of Tenant exclusively.

Section 8.04 - Increased Insurance Hazard. Tenant will not do nor permit to be done anything to the Leased Premises, including carrying any stock of goods or bringing anything into said premises or permitting anything to be brought into or kept in said premises, which will in any way tend to increase the insurance rates on the Leased Premises and/or the Shopping Center. Tenant agrees to pay as additional Rent any increase in premiums for fire insurance that may be charged during the term of this Lease on the amount of insurance to be carried by Landlord on the Leased Premises and/or Shopping Center resulting from any of the acts or occurrences as hereinabove stated in this section, whether or not Landlord has consented to the same.

ARTICLE IX

UTILITY CHARGES

Section 9.01 - Utility Charges. Tenant shall pay when due for the use of all utilities for the Leased Premises, including water, sewer, gas, electricity, cable, telephone, heating and air conditioning, and other similar utility charges, if any. The obligation of Tenant to pay utility charges shall commence as of the date on which possession of the Leased Premises is delivered to Tenant without regard to the Rental Commencement date. Landlord will reimburse Tenant for one-half (1/2) of the cost of the initial water/sewer tap charge imposed by the City.

Section 9.02 - Water and Sewer Charges. Landlord will install a separate water meter or submeter to the Leased Premises. Tenant shall pay when due for all water and sewer consumption attributable to the Leased Premises, either to the municipality in the case of a separate meter or to Landlord in the case of a submeter. Tenant shall not allow any lien to attach to the Shopping Center or the Leased Premises because of non-payment of water and sewer bills.

ARTICLE X

ASSIGNMENT AND SUBLETTING

Section 10.01 - Consent Required. Tenant shall not assign, mortgage, or encumber this Lease or any interest in this Lease, nor sublet or permit the Leased Premises or any part thereof to be used by others without the prior written consent of Landlord in each instance, which consent will not be unreasonably withheld, conditioned or delayed. If this Lease is assigned or if the Leased Premises or any part thereof is sublet or occupied by anybody other than Tenant, Landlord may, without waiving or affecting any obligations or claims against Tenant under this Lease, collect Rent from the assignee, subtenant or occupant and apply the net amount collected to the Rent herein reserved. No such assignment, subletting, occupancy or collection shall be deemed a waiver of this covenant or the acceptance of the assignee, subtenant or occupant as tenant or a release of Tenant from the further performance by Tenant of the covenants in this Lease. The consent by Landlord to

an assignment or subletting shall not be construed to relieve Tenant from obtaining the consent in writing of Landlord to any further assignment or subletting. All applications for consent shall be accompanied by a Two Hundred Fifty Dollar (\$250.00) processing fee to compensate Landlord for its costs and attorneys' fees in processing the application. If Tenant is a partnership, limited partnership, corporation or other joint venture or association, an assignment of Tenant's interest in this Lease shall also include the dissolution, merger, consolidation or other reorganization of Tenant, the sale or other transfer of fifty percent (50%) or more of the voting power or equity interest of tenant, or the sale of fifty percent (50%) or more of the value of Tenant's property.

ARTICLE XI

OFFSET STATEMENT, ATTORNMENT AND SUBORDINATION

Section 11.01 - Offset Statement. To facilitate the sale, financing or refinancing of the Shopping Center, Tenant will within ten (10) days after request by Landlord execute and deliver to Landlord any form of estoppel certificate that may be required by the Lender certifying as to the status of each party's performance of their respective obligations under this Lease, provided that such facts are accurate and ascertainable, and containing such other information as may be required by any mortgagee, prospective mortgagee or prospective purchaser of the Shopping Center.

Section 11.02 - Attornment. Tenant shall, in the event of the sale or assignment of Landlord's interest in the Leased Premises, or in the event any proceedings are brought for the foreclosure of such interest, or in the event of exercise of the power of sale under any mortgage made by Landlord covering the Leased Premises, or for the eviction of Landlord under any underlying lease by Landlord, attorn to the purchaser and recognize such purchaser or lessor as the Landlord under this Lease. Such attornment shall be self-operative without the execution or delivery of any further instrument by Tenant, provided, however, that no such attornment (except in the event of the sale for value of the Shopping Center) shall cause such subsequent landlord to be liable for any act or omission of Landlord or subject to any offsets or defenses against Landlord or bind it for any Rent or additional Rent which Tenant may have paid in advance to Landlord.

Section 11.03 - Subordination. Tenant hereby agrees that this Lease is and shall be subject and subordinate at all times to any and all present and future mortgages and secured loans of any type or nature affecting Landlord's interest in the Leased Premises and the Shopping Center. Tenant also covenants and agrees that any mortgagee or secured lender may elect at any time to have this Lease prior to its interest in the Shopping Center, and in the event of such election and upon notification to Tenant to that effect, this Lease shall thereupon be deemed so prior, whether this Lease is dated prior or subsequent to the date of such other interest.

ARTICLE XII

DESTRUCTION OF LEASED PREMISES

Section 12.01 - Reconstruction of Damaged Premises. If the Leased Premises shall be damaged or destroyed in whole or in part by fire or other casualty, and unless Landlord shall elect not to rebuild as hereinafter provided, the Leased Premises shall be repaired by Landlord at

Landlord's expense. The obligation of Landlord hereunder shall be limited to the construction of the Leased Premises as a so-called "plain white box" according to Section 1.04(a) and the "Landlord's Work" section of Exhibit "B".

Section 12.02 - Election to Terminate. If the Leased premises are damaged or destroyed in whole or in part by fire or any other casualty or occurrence that is not completely covered by the insurance described in Section 8.02 (not including any deductible), or if more than fifty percent (50%) of the floor area of the building in which the Leased Premises are located is damaged or destroyed in whole or in part by fire or any other casualty or occurrence, then Landlord may elect to terminate this Lease upon giving notice of such election in writing to Tenant within sixty (60) days after the date of the casualty. Rent shall be prorated as of the date that Tenant surrenders or loses possession of the Leased Premises.

Section 12.03 - Abatement of Rental. If any casualty shall render the Leased Premises untenable in whole or part, a proportionate abatement of the fixed Rent shall be allowed from the date when the damage occurred until the date Landlord completes the repairs or rebuilding, or, in the event Landlord elects to terminate this Lease, until the date that Tenant surrenders or loses possession and use of the Leased Premises. Said abatement shall be computed on the basis of the ratio which the floor area of the Leased premises rendered untenable bears to the entire floor area thereof. Other than the hereunder stated abatement, Tenant shall have no other rights to abate any amount payable under this Lease.

Section 12.04 - Tenant's Obligations. Tenant shall give immediate notice to Landlord in case of fire or accident in the Leased Premises or the Shopping Center. If Landlord is required or elects to repair or rebuild the Leased Premises as provided in this Article XI, Tenant shall promptly repair or replace its merchandise, trade fixtures, furnishings, equipment, personal property and leasehold improvements in a manner and to a condition equal to that existing prior to its damage or destruction.

ARTICLE XIII

EMINENT DOMAIN

Section 13.01 - Total Condemnation of Leased Premises. In the event that the whole of the Leased Premises shall be taken in any proceeding by public authorities by condemnation or otherwise be acquired for public or quasi-public purposes, then the term of this Lease shall cease and terminate and all Rent shall be paid up to the date that Tenant surrenders or loses possession and use of the Leased Premises, and Tenant shall have no claim against Landlord nor the condemning authority for the value of any unexpired term of this Lease. Whenever there is a reference in this Lease to taking by public authority, such reference shall be deemed in each case to include a purchase and sale in lieu of such a taking.

Section 13.02 - Partial Condemnation of Leased Premises. In the event that more than twenty-five percent (25%) of the floor area of the Leased Premises shall be taken as hereinabove described, then either party may terminate this Lease by notifying the other in writing within thirty (30) days of the notice of such taking, and upon such notice being given the condemnation shall be treated as a total condemnation pursuant to Section 13.01. In the event that more than twenty-five percent (25%) of the floor area of the building in which the Leased Premises are located shall be

taken as hereinabove described, then Landlord shall have the option of terminating this Lease by notifying Tenant in writing of its election to do so on or before the date of such taking, and upon such notice being given the condemnation shall be treated as a total condemnation pursuant to Section 13.01. In the event that this Lease is not or cannot be terminated pursuant to the provision of this Section 13.02, then Landlord shall, at its sole cost and expense, restore the remaining portion of the Leased Premises to the extent necessary to render it suitable for the purposes for which it was leased, provided that such work shall not exceed the scope of the work required to be done by Landlord in originally constructing such building and that the cost thereof shall not exceed the proceeds of its condemnation award. If this Lease shall not be terminated as herein provided, this Lease shall continue for the balance of its term as to the part of the Leased Premises remaining without any reduction or abatement of or effect upon the term hereof or the liability of Tenant to pay in full any amount under this Lease, except that the fixed Rent to be paid by Tenant after such taking for the Leased Premises shall be reduced prorata in the proportion which the floor area of the Leased Premises remaining after any restoration and repair bears to the entire floor area of the Leased Premises immediately prior to such taking.

Section 13.03 - Distribution of Award. All compensation awarded or paid upon a total or partial taking of the Leased Premises shall belong to and be the property of Landlord whether such damages shall be awarded as compensation for diminution in value to the leasehold or to the fee of the Leased Premises, provided, however, that Landlord shall not be entitled to any award made to Tenant for depreciation to and cost of removal of merchandise and trade fixtures.

ARTICLE XIV

DEFAULT OF THE TENANT

Section 14.01 - Default. The occurrence of any of the following shall constitute an Event of Default;

(a) Delinquency in the payment of Rent or any other amount payable by Tenant under this Lease, whether or not such payment shall have been demanded, for a period of seven (7) days after the due date;

(b) Delinquency by Tenant in the performance or compliance with any of the terms, covenants or agreements to be performed under this Lease other than those described in the foregoing Section 14.01(a), and failure to rectify or cure said default(s) within thirty (30) days after written notice of such default has been given to Tenant;

(c) Commencement by or against Tenant of a proceeding under the United States Bankruptcy Code and the failure of the trustee to properly assume this Lease or permitting this Lease to be deemed rejected or terminated;

(d) Filing by or against Tenant in any state court pursuant to any state statute for the relief of debtors, or for reorganization, dissolution or rearrangement, or for the appointment of a receiver or trustee of all or a portion of Tenant's property (except that when any such proceedings is filed against Tenant, Tenant shall have sixty (60) days after commencement to have such proceeding dismissed), or for any assignment of the property of Tenant for the benefit of creditors, or for any admission of insolvency;

(e) Filing by or against any guarantor of Tenant's obligations hereunder (hereinafter called "Guarantor") in any court pursuant to any federal or state statute of a petition in bankruptcy or insolvency, or for the relief of debtors, or for reorganization, dissolution or rearrangement, or for the appointment of a receiver or trustee of all or a portion of any Guarantor's property (except that when any such proceeding is filed against any Guarantor, such Guarantor shall have sixty (60) days after commencement to have such proceeding dismissed), or for any assignment of the property of any Guarantor for the benefit of creditors, or for any admission of insolvency;

(f) Abandonment, vacation or desertion of the Leased Premises.

Section 14.02 - Remedies. Upon the occurrence of an Event of Default, Landlord, in addition to all other rights and remedies it may have at law or in equity, shall have the right to any one or more of the following remedies:

(a) To re-enter and recover possession of the Premises by any means allowed by or not prohibited by law;

(b) To bring an action to enjoin or restrain any default or threatened default by Tenant, or to specifically enforce Tenant's obligations set herein;

(c) To bring an action at law for damages as set forth in Section 14.03;

(d) To terminate this Lease and re-enter and recover possession of the Leased Premises upon such notice and in accordance with such proceedings as may be allowed by law.

All the rights and remedies of Landlord set forth herein are cumulative and are in addition to any other rights or remedies accorded to Landlord by law, regulation, ordinance or rule and may be pursued concurrently, separately or successively. All personal property, trade fixtures or other property remaining upon the Leased Premises at the time that Landlord recovers possession may be put out of the Leased Premises, and Landlord shall not be liable therefor.

Section 14.03 - Damages. Should Landlord elect to exercise any of its remedies as set forth in this Lease or as provided by law or in equity, then Tenant shall, notwithstanding the exercise of any such remedy and notwithstanding that Landlord may elect to terminate this Lease in exercising any such remedy, remain liable for damages as follows:

(a) For Rent and all other charges accruing to Landlord under this Lease to the date that Landlord recovers possession of the Leased Premises;

(b) For the cost to Landlord of exercising any of its remedies, including attorneys' fees, court costs, bailiff's charges, lock replacement, and storage, cartage and sale expenses incurred in connection with the sale or disposal of any personal property, trade fixtures or other property;

(c) For the Rent and all other sums which would have been payable if repossession and/or lease termination had not occurred;

(d) For the cost to repair any damage to the Leased Premises and to place the Leased Premises in the condition required under Section 16.02, below;

(e) For the cost incurred by Landlord to discharge any liens or other charges that may be asserted against the Tenant's improvements, the Shopping Center or Leased Premises (e.g., construction liens, water bills, tax liens, unpaid utility bills, etc.);

(f) Less the net proceeds, if any, of any reletting of the Leased Premises after deducting Landlord's expenses in connection with such reletting, including without limitation, brokerage commissions, alterations and remodeling costs and attorneys' fees. If the new lease extends beyond Tenant's lease term or covers additional premises, the rents shall be apportioned appropriately.

Section 14.04 - Curing of Tenant's Default. Notwithstanding anything herein contained to the contrary, if Tenant shall be in default in the performance of any of the terms and provisions of this Lease and Landlord gives notice in writing to Tenant of such default specifying the nature thereof, and Tenant fails to cure the default within the time provided or immediately if an emergency exists, then Landlord may, in addition to its other remedies, cure such default at the cost and expense of Tenant and the sums so expended by Landlord shall be deemed to be additional Rent and shall be paid by Tenant on the day when Rent shall next become due.

ARTICLE XV

ACCESS BY OWNER

Section 15.01 - Right of Entry. Landlord shall have the right to install, maintain, use, repair and replace pipes, ducts, wires and conduits leading through the Leased Premises in locations which will not materially interfere with Tenant's use of such premises and serving other parts of the Shopping Center. Landlord or its agents shall have the right to enter the Leased Premises at all reasonable times to examine it, to show it to prospective lenders, purchasers or lessees, or to make repairs, alterations, improvements or additions as Landlord may deem necessary or desirable. Landlord shall be allowed to take material into the Leased Premises without constituting an eviction of Tenant in whole or in part and the Rent reserved shall not be abated. During the six (6) months prior to the expiration of the term of this Lease, Landlord may place upon the Leased Premises the usual notices "For Let" or "For Sale".

ARTICLE XVI

SURRENDER OF PREMISES, HOLDING OVER, SUCCESSORS

Section 16.01 - Surrender of Leased Premises. On the expiration or earlier termination of this Lease, Tenant shall surrender to Landlord the Leased Premises and all keys and passes to the Leased Premises in the condition required pursuant to Section 15.02, below. If Tenant fails to surrender the Leased Premises to Landlord on the expiration or earlier termination of this Lease, Tenant shall hold Landlord harmless from all damages resulting from Tenant's failure to surrender the Leased Premises, including, without limitation, claims made by a succeeding tenant resulting therefrom.

Section 16.02 - Condition of Leased Premises. Prior to the return of possession of the Leases Premises to Landlord, Tenant shall remove from the Leased Premises all alterations, additions, improvements, interior partitions, trade fixtures, shelving, racks, signage, wall coverings, paneling, cabinets, floor coverings and personal property (without regard to whether any of the foregoing were installed by Landlord or Tenant, and without regard to whether any of the foregoing were a part of Leased Premises prior to the date of this Lease), and shall leave the Leased Premises in good, broom clean condition. Tenant shall perform all restoration made necessary by the removal of any of the foregoing, including repair of holes and gaps in the demising walls, repairs or replacement to the suspended ceiling grid and panels, and repairs or replacement of any ceiling lighting fixtures. Notwithstanding the foregoing, Landlord may designate by written notice to Tenant those alterations, additions, interior partitions, improvements and fixtures which shall be left by Tenant at the expiration or termination of this Lease, and Tenant shall not remove any items so designated by Landlord. Tenant's removable property shall include, if furnished by or at the expense of Tenant, removable trade fixtures, kitchen equipment, telephone systems, security systems, water coolers, furniture, storage and display cases, free-standing counters, shelves and racks, and business equipment, but shall not include ventilating, silencing, air-circulating systems, built-in coolers and freezers, booths, ceiling lighting, plumbing, sinks, HVAC systems, fire suppression systems, electric service panel and distribution systems, meters, exterior doors and hardware, and the bathroom walls, doors and fixtures.

Section 16.03 - Abandoned Property. All personal property, fixtures, equipment, merchandise or other property of any nature whatsoever which has not been removed by Tenant prior to Tenant's surrender of possession of the Leased Premises or Landlord's recovery of possession of the Leased Premises shall be deemed to have been abandoned by Tenant and may be retained by Landlord as its property or may be removed and disposed of in such manner as Landlord may see fit, and Tenant shall be liable to Landlord for all costs and expenses incurred by Landlord in connection with any such removal and disposal, including court costs, attorneys' fees and storage charges for such property.

Section 16.04 - Holding Over. Any holding over by the Tenant after the expiration of the term shall be construed to be a tenancy from month to month on the terms and conditions herein specified, except that the rent shall be the sum of Seven Thousand Five Hundred Dollars (\$7,500.00) per month.

Section 16.05 - Successors. Except as otherwise set forth herein, all rights and liabilities herein given to or imposed upon the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors and assigns of the said parties. No rights, however, shall inure to the benefit of any assignee or subtenant of Tenant unless the assignment or sublease has been approved by Landlord in writing as provided in Section 10.01 hereof.

ARTICLE XVII

QUIET ENJOYMENT

Section 17.01 - Landlord's Covenant. Upon payment by Tenant of the Rents herein provided and upon the observance and performance of all the covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the

Leased Premises for the term hereby demised without hindrance or interruption by Landlord or any other person acting through or under Landlord.

Section 17.02 - Non-Liability of Landlord. Landlord shall not be responsible or liable to Tenant for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying adjoining premises or any part of the premises adjacent to or connected with the Leased Premises or located in the Shopping Center or any loss or damage resulting to Tenant or his property from burst, stopped or leaking water, gas or sewer pipes, or for any damage or loss of property within the Leased Premises from any cause whatsoever except that due to the act or neglect of Landlord, its agents or employees.

Section 17.03 - Liability of Landlord. If Landlord shall fail to perform any covenant, term or condition of this Lease upon Landlord's part to be performed and if as a consequence of such default Tenant shall recover a money judgment against Landlord, such judgment shall be satisfied only out of the proceeds of sale received upon execution of such judgment and levied thereon against the right, title and interest of Landlord in the Shopping Center and out of the rents and other income from such property receivable by Landlord, or out of the consideration received by the Landlord from the sale or other disposition of all or any part of Landlord's right, title and interest in the Shopping Center; and Landlord and its agents, employees and any other persons holding interests under or through Landlord shall not be liable for any deficiency.

ARTICLE XVIII

OPERATION OF LEASED PREMISES

Section 18.01 - Tenant and Employee Parking. (a) Tenant and its concessionaires, agents and employees shall park their cars only in areas specifically designated for that purpose by Landlord. In the event Tenant or its concessionaires, agents or employees fail to park their cars in the designated areas, then Landlord may at its option charge Tenant as additional rent Twenty Five Dollars (\$25.00) per day per car parked in any area other than those designated for such use. Tenant authorizes Landlord to cause any such car to be towed from the Shopping Center and Tenant shall reimburse Landlord for the cost thereof upon demand and otherwise indemnify and hold Landlord Harmless with respect thereto. Tenant agrees to furnish to Landlord the automobile license numbers assigned to its car and the cars of all its employees upon request and Tenant shall be responsible for its employees and any violation by its employees.

(b) Tenant shall have the right to use in common with the other tenants of the Shopping Center the parking areas provided in the Shopping Center subject, however, to such reasonable rules and regulations as Landlord now or may hereafter adopt. In the event that Tenant's use of such parking areas by itself and its agents, employees and customers substantially exceeds that portion of the total parking areas equal to Tenant's proportionate share of the rentable space in the Shopping Center, Landlord may (but shall not be obligated to) designate certain parking areas for the exclusive use of individual tenants (including Tenant), may institute timed or restricted parking with respect to various parking areas, or may require Tenant to institute valet parking for its customers.

Section 18.02 - Landlord's Use of Common Areas. Landlord reserves the right from time to time to utilize portions of the Common Areas for carnival type shows, rides and entertainment,

outdoor shows or displays or product shows, the leasing of kiosks, sidewalk sales, or such other uses which in Landlord's judgment tend to attract the public. Further, Landlord reserves the right to utilize the ground monument sign, building exteriors and other parts of the Common Areas for advertising purposes.

Section 18.03 - Taxes on Leasehold. Tenant shall pay before delinquency all municipal, county or state taxes, assessments or other charges levied, assessed or charged during the term of this Lease against any leasehold interest or improvements or personal property of any kind regarding the Leased Premises. If any such amounts are levied against Landlord or Landlord's property, or if the assessed value of the building or other improvements of the Shopping Center is increased by the inclusion of a value placed on such items, Tenant shall on demand immediately reimburse Landlord for the amount of taxes so levied against Landlord or the proportion of the taxes of Landlord resulting from such increase.

Section 18.04 - Wi-Fi Network: Tenant shall have the right to install a wireless intranet, Internet, and communications network (also known as "Wi-Fi") within the Premises for the use of Tenant and its employees (the "Network"). Tenant shall not permit other tenants or occupants of the Building to use the Network. Tenant agrees that Tenant's Network equipment ("Tenant's Communications Equipment") shall be of a type and, if applicable, a frequency that will not cause radio frequency, electromagnetic, or other interference to any other party or any equipment of any other party including, without limitation, Landlord, other tenants, or occupants of the Building. In the event that Tenant's Communications Equipment causes any such interference, upon receipt of notice from Landlord of such interference, Tenant will take all steps necessary to correct and eliminate the interference. If the interference is not eliminated within 24 hours (or a shorter period of Landlord believes a shorter period to be appropriate) then, upon request from Landlord, Tenant shall shut down the Tenant's Communications Equipment pending resolution of the interference, with the exception of intermittent testing upon prior notice to and with the approval of Landlord. Tenant acknowledges that Landlord has granted and/or may grant Wi-Fi network rights to various other tenants and occupants of the Building and to telecommunications service providers.

ARTICLE XIX

MISCELLANEOUS

Section 19.01 - Force Majeure. In the event Landlord or Tenant is delayed or prevented from performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reason of a like nature not the fault of Landlord, then the performance of such act shall be excused for the period of the delay and the period for the performance of such act shall be extended for a period equivalent to the delay. The provisions of this section shall not operate to excuse Tenant from prompt payment of Rent, additional Rent or any other payments required by the terms of this Lease.

Section 19.02 - Transfer of Landlord's Interest. In the event of any transfer or transfers of Landlord's interest in the Leased Premises, the transferor shall be automatically relieved of any and all obligations and liabilities on the part of Landlord accruing from and after the date of such transfer.

Section 19.03 - Financing of Premises. Intentionally deleted.

Section 19.04 - Recording. Tenant shall not record this Lease.

Section 19.05 - Liens. In the event construction lien(s) shall be filed against the Shopping Center, the Leased Premises or Tenant's interest as a result of any work undertaken by Tenant, Tenant shall within ten (10) days after receipt of notice discharge such lien(s) by payment of the indebtedness or by filing a bond (as provided by statute) as security therefor. In the event Tenant shall fail to discharge such lien, Landlord shall have the right to discharge the lien by filing such bond, and Tenant shall pay the cost of the bond and all related expenses to Landlord as additional Rent upon the next day that Rent shall be due.

Section 19.06 - Late Charges and Interest on Late Payments. If any amount due from Tenant is not received by Landlord within five (5) days of when due, Tenant shall pay to Landlord an additional sum equal to five percent (5%) of such overdue amount as a late charge. Payment of any such late charge or interest shall not excuse or cure any default or prevent Landlord from exercising any of its other available rights and remedies.

Section 19.07 - Accord and Satisfaction. No payment by Tenant or receipt and acceptance by landlord of a lesser amount than the full Rent or any other amounts due hereunder shall be deemed to be other than on account of the earliest Rent and/or other amounts due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment under this Lease be deemed an accord and satisfaction. Landlord may accept such check or payment without prejudice to its right to recover the balance of the amount due hereunder or pursue any other remedy.

Section 19.08 - Waiver. No default in the payment of Rent or any other amount set forth herein nor the failure of Landlord to enforce the provisions of this Lease upon any default by Tenant shall be construed as creating a custom of deferring payment or as modifying in any way the terms of this Lease or as a waiver of Landlord's right to terminate or cancel or otherwise to enforce the provisions hereof. No express waiver by Landlord of any provision, condition or term shall affect any other than the provision, condition or term specified, and that only as specifically stated, and shall not be deemed to imply to constitute a subsequent waiver of such provisions, condition or term. No breach of a covenant or condition of this Lease shall be deemed to have been waived by Landlord unless in writing by Landlord.

Section 19.09 - Legal Expenses. In the event that Landlord recovers possession of the Leased Premises under the Michigan Summary Proceedings Act following a default by Tenant, Landlord shall also be entitled to recover its fees and expenses incurred in such proceeding.

Section 19.10 - Real Estate Brokers. Each party hereto represents that it has had no dealings with any real estate broker, finder or other person with respect to this Lease in any manner except Lomax Properties LLC, whose commissions or fees, if any, shall be payable by Landlord in accordance with the provisions of a separate commission contract. Except for such broker, each party hereto shall indemnify and hold the other party harmless from all damages resulting from any claims which may be asserted against the other party by any broker, finder or other person with whom the other party has or purportedly has dealt.

Section 19.11 - Laws of the State of Michigan. This Lease shall be governed by, construed and enforced in accordance with the laws of the State of Michigan. The unenforceability,

invalidity or illegality of any term or provision of this Lease shall not render any other term or provision unenforceable, invalid or illegal.

Section 19.12 - Entire Agreement. This Lease and the Exhibits set forth the entire agreement between Landlord and Tenant, and there are no other understandings, representations, warranties or other agreements between Landlord and Tenant. No alteration, amendment, change or addition to this lease shall be binding upon Landlord or Tenant unless reduced in writing and signed by each party.

Section 19.13 - Interpretation and Use of Premises. Nothing contained herein shall be deemed or construed to create the relationship of principal and agent or of partnership or joint venture between the parties hereto. Nothing contained herein shall be construed to limit the right of Landlord to rent any portion of the Shopping Center not covered by this Lease upon any terms or conditions whatever and for any use or purpose Landlord desires, or to grant privileges or immunities to other tenants not granted to Tenant; and Landlord shall at all times have the right to change the appearance of the Shopping Center or the name, title or address under which it is known or to change the address of the Leased Premises. The submission of this Lease for examination does not constitute a reservation of or option for the Leased Premises, and this Lease becomes effective as a lease only upon execution and delivery thereof by Landlord and Tenant. Whenever herein the singular number is used, the same shall include the plural, and words of any gender shall include any other genders when required by the context of this Lease. If any language is stricken or deleted from this Lease, such language shall be deemed never to have appeared herein and no other implication shall be drawn therefrom.

Section 19.14 - Notices. Any notice, delivery or tender required or permitted to be given or served upon any party hereto in connection with this Agreement shall be deemed to be completed and legally sufficient when (i) personally delivered, or (ii) on the next business day after the same is deposited with an expedited mail service company for delivery on the next business day, or (iii) sent by telegram, or (iv) by facsimile transmission, or (v) on the second business day after the date when deposited in the United States Mails, first class and postage prepaid, addressed to the party for whom the same is intended. Any party hereto may, at any time by written notice to the other party hereto, designate any other address in substitution of the foregoing address to which such notice shall be given and other parties to whom copies of all notices hereunder shall be sent. If any notice or tender is required or permitted to be given on a Saturday, Sunday or legal holiday, then the time for giving such notice or tender is hereby extended to the next regular business day.

Section 19.15 - Execution of Lease. If either party hereto is a partnership, limited partnership, corporation or other joint venture or association, the individual(s) executing this Lease on behalf of such entity warrant and represent that such entity is validly organized and existing and authorized to do business under the laws of the State of Michigan, that the form of entity is as set forth in the introductory paragraph of this Lease and the acknowledgements at the end of this Lease, that the entity has full power and lawful authority to enter into this Lease in the manner and form herein set forth, and that the execution of this Lease by such individual(s) is proper and sufficient to legally bind such entity in accordance with the terms and conditions hereof. If Tenant consist of more than one person or entity, then the obligations imposed on Tenant shall be joint and several.

Section 19.16 - Captions and Section Numbers. The table of contents, captions, article numbers and section numbers appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections.

Section 19.17 - Arbitration. Except for claims or disputes that may be resolved by the Michigan District Courts under the Michigan Summary Proceedings Act, all other claims or disputes that one party may have against the other party shall be submitted to binding arbitration before the American Arbitration Association pursuant to its commercial arbitration rules in effect at the time of the dispute. If the parties cannot agree on the selection of an arbitrator(s), then the arbitrator(s) will be selected by the American Arbitration Association. The award of the arbitrator(s) shall be binding on the parties, shall not be appealable, and judgment on the award may be entered in any court having jurisdiction over the parties. Each party shall pay its own costs and expenses (including but not limited to attorney fees) incurred in enforcing its rights under the arbitration process.

Section 19.18 – Option to Terminate. Tenant shall have the option to terminate this Lease by written notice to Landlord if the City of Howell does not approve the allocation of a liquor license to Tenant, or if the City of Howell does not approve the use of the Leased Premises as a restaurant, or if the Tenant determines that the roof over the Leased Premises will not support HVAC equipment with a total cooling capacity of 17 tons (said determination to be made within 30 days of the Effective Date).

Section 19.19 – Landlord’s Option to Acquire Liquor License. Landlord shall have the option, at the expiration or earlier termination of this Lease, to acquire Tenant’s liquor license from Tenant by purchase or assignment for an amount equal to the amount paid or expended by Tenant for the acquisition of said license. Landlord shall exercise its option by written notice to Tenant at least ninety (90) days prior to the expiration of the term of the Lease, or within thirty (30) days after any earlier termination of this Lease. Landlord’s acquisition of the liquor license will be subject to the consent and approval of the Michigan Liquor Control Commission.

IN WITNESS WHEREOF, the parties hereto hereby execute this Lease as of the day and year first above written.

LANDLORD:

Singh Management Co., L.L.C., a Michigan limited liability company, by its manager, Singh General Corp., a Michigan corporation

By: _____

TENANT:

By: _____

RIDER TO LEASE

EXHIBIT A - SITE PLAN AND LOCATION OF LEASED PREMISES

EXHIBIT "B"

LANDLORD'S WORK; TENANT'S WORK

I. DESCRIPTION OF LANDLORD'S WORK:

Landlord shall perform the following described work, at Landlord's sole expense:

A. Structure: Landlord shall provide a structural shell in accordance with the following specifications:

- (1) Roof & Exterior Walls: Roofs, exterior walls, overhangs, sidewalks and other site improvements to be supplied substantially in the locations shown on Exhibit "A", with steel, masonry or metal framing as specified by Landlord's architect.
- (2) Storefront: Storefronts, as designed by the Landlord's Architect. In the event the Tenant desires a storefront design other than that furnished by the Landlord, the Tenant shall provide a design which must be approved by the Landlord as being consistent with the Shopping Center Area concept, and Tenant shall pay all design and construction costs associated with such storefront.
- (3) Exterior Finishes: Exterior walls shall be finished with appropriate materials with an appearance and decorative quality to be determined by Landlord's Architect.
- (4) Mechanical Openings: Wall openings, frames or supports for equipment required by the Tenant other than as hereinafter included under basic heating, ventilating and air conditioning, shall be at the Tenant's expense.
- (5) Partition Walls: Landlord to supply partition walls between tenant spaces, and partition walls for one bathroom.
- (6) Interior Wall Finish: Interior wall finish supplied by Landlord will be drywall, taped and sanded, but not painted. Interior finish of rear or side exterior masonry block walls may be exposed masonry block, at Landlord's option.

The interior finish of non-glazed areas of storefronts shall be gypsum wallboard where framing occurs.

- (7) Ceilings and Space Height: The ceilings shall consist of exposed structural members and exposed underside of floor support deck for the story above. Landlord shall provide a lay-in finished ceiling.
- (8) Floor: Landlord shall provide a concrete slab with a smooth finish.
- (9) Service Doors: Landlord shall provide one aluminum storefront service door for the Leased Premises at a location designated by Landlord's Architect.

- (10) Bathroom: One bathroom shall be provided, at a rear location specified by the Landlord's Architect. The bathroom shall include one hollow core door and necessary hardware, gypsum wallboard taped and sanded on walls and ceiling, lighting and ventilation, one sink, one toilet, one electric 6 gallon hot water heater, and a concrete floor slab.

B. Utility Distribution Systems:

- (1) Water and Sanitary Sewer: Landlord will install cold water and sanitary sewer branch lines to the Leased Premises with connections to all bathroom fixtures. Tenant to provide any and all water fountains needed.
- (2) Electrical: Electrical wire and conduit to the Leased Premises (including meter socket box), terminating in a distribution panel, sized to carry sufficient capacity for 15 watts per square foot. Duplex wall outlets shall be supplied as required by code, and wiring for the 2' x 4' lighting fixtures.
- (3) Gas: Landlord shall install gas lines to the heating unit and meter location designated by Landlord. If desired by Tenant, Tenant shall install branch lines to the Leased Premises, at its own expense.
- (4) Fire Protection: Landlord shall provide full sprinkler system above the Leased Premises at locations determined by Landlord to provide required coverage for the non-partitioned space.
- (5) Telephone: Landlord shall provide a central telephone distribution backboard, at a location to be determined by Landlord with empty conduit sleeve to the Leased Premises.
- (6) Plumbing Vent Riser: Landlord shall provide a plumbing vent riser from the bathroom waste system through the roof.
- (7) Toilet Exhaust: Landlord shall provide common toilet exhaust ducts at locations to be determined by Landlord, and all necessary connector ducts to the Leased Premises.
- (8) Lighting Fixtures: Electrical feeds will be provided to service standard 2' x 4' fluorescent lighting fixtures, one for each 125 square feet of floor area.
- (9) HVAC System: Individual gas fired, warm air furnaces and a distribution duct system with registers shall be installed in each Tenant space with roof or ground mounted air cooled condensers for air conditioning.

II. DESCRIPTION OF TENANT'S WORK.

Tenant at Tenant's sole cost and expense, shall provide and perform all work and materials necessary to complete and place the Leased Premises in a finished condition, ready to open for business. Tenant's work shall be performed in a manner consistent with the minimum standards for the design, construction and finish of the Leased Premises hereinafter set forth, and shall include,

but is not limited to, the following:

A. General:

- (1) Bonds and Liens: Landlord may require Tenant to furnish payment and performance bonds or other security in form satisfactory to Landlord for the prompt and faithful performance of Tenant's Work, assuring completion of Tenant's Work and holding Landlord harmless from payment of any claim either by way of damages or liens on account of bills for labor or materials in connection with Tenant's Work.
- (2) Statutes, Ordinances, Regulations, Codes: All of Tenant's Work shall strictly conform to applicable statutes, ordinances, regulations and codes, together with the requirements set forth by Landlord's insurance underwriter and the requirements, if any, furnished by the applicable utility companies.
- (3) Costs and Indemnification: It is understood and agreed between Landlord and Tenant that costs incurred by Landlord, if any, as a result of Tenant's failure or delay to perform any of the work or in providing the information as required in this Exhibit and in the Lease to which this Exhibit is attached, shall be the sole responsibility of Tenant and he will pay such costs, if any, promptly upon Landlord's demand.
- (4) Approvals: Tenant shall obtain Landlord's written approval of all designs, plans, drawings, and specifications for Tenant's Work prior to the commencement of construction. Landlord agrees that such approvals shall not be unreasonably withheld.
- (5) Utilities, Permits, Licenses: Tenant shall obtain all applicable licenses, permits, and utility company approvals required for the performance of Tenant's Work, and shall post the same in a prominent place in the Leased Premises.
- (6) Modifications to Drawings: Landlord's written approval shall be obtained by Tenant prior to the undertaking of any construction work which deviates from Tenant's working drawings and specifications, as approved by Landlord or the undertaking of any modifications whatsoever to Landlord's building shell and/or utilities and other work not explicitly shown on said working drawings and specifications.
- (7) Reservation: Landlord, Tenant or an authorized utility company, as the case may be, shall have the right, subject to Landlord's prior written approval, to run utility lines, pipes, conduits or duct work where necessary or desirable, through attic space, column space or other parts of the Leased Premises, and to repair, alter, replace or remove the same, all in a manner which does not interfere unnecessarily with Tenant's use thereof.
- (8) Contractors: Tenant shall use subcontractors, that are under contract to Landlord in the construction of Landlord's building and improvements, for

electrical, plumbing, HVAC, and fire sprinkler system trades. Landlord will furnish to Tenant a list of the subcontractors involved in these trades.

- (9) Tenant's Insurance Requirements: Tenant shall secure, pay for and maintain or cause its contractor(s) to secure, pay for and maintain during the continuance of construction and fixturing work within the Leased Premises, the following insurance in the following amounts, which shall be endorsed in all policies to include Landlord and its beneficiaries and their employees and agents as insured parties and loss payees, and which shall provide in all policies that Landlord shall be given thirty (30) days prior written notice of any alteration or termination of coverage, in the amounts as set forth below:
- (a) Workmen's Compensation: Employer's Liability Insurance with limits of not less than \$1,000,000.00 and as required by State law and any insurance required by any Employee Benefit Acts or other statutes applicable in such form as will protect the Landlord, Contractor and Subcontractors from any and all liability under the aforementioned acts.
 - (b) Comprehensive General Liability Insurance (including Owner's and Contractor's Protective Liability) in an amount not less than \$1,000,000.00 per person and \$1,000,000.00 per occurrence whether involving personal injury liability (or death resulting therefrom) or property damage liability or a combination thereof with a minimum aggregate limit of \$1,000,000.00.
 - (c) Comprehensive Automobile Liability Insurance, including the ownership, maintenance and operation of any automotive equipment, owned, hired and non-owned in the following minimum amounts:
 - (i) Bodily injury, each person \$ 500,000.00
 - (ii) Bodily injury, each occurrence 1,000,000.00
 - (iii) Property damage liability 500,000.00
 - (d) Tenant's Builder's Risk Insurance: Tenant shall provide a Builder's Risk coverage on its work in the Leased Premises, subject to Landlord's approval as to form and amount.
- (10) Temporary Services:
- (a) Temporary Heat: It shall be the responsibility of Tenant to provide temporary heat for the construction of the Leased Premises if deemed necessary by Tenant.
 - (b) Temporary Power: During construction, Landlord shall cause temporary electrical service to be made available in areas designated

by Landlord. Tenant shall provide and maintain temporary lines from Landlord's designated service area to the Leased Premises and to distribute this power within the Leased Premises.

- (c) **Trash Removal:** During the construction, fixturing and initial merchandise stocking of the Leased Premises, Landlord shall provide a trash removal service at areas designated by Landlord. It shall be the responsibility of Tenant and Tenant's contractors to remove all trash and debris from the Leased Premises on a daily basis and to break down all boxes and place all such trash and debris neatly at the designated trash removal service area. For providing this service, Tenant shall reimburse Landlord for its proportionate share of the cost of this trash removal service.
 - (d) **Temporary Barricades:** Landlord shall furnish a temporary barricade at the store front lease line for those Tenants for whom in Landlord's judgment, such barricades are deemed necessary. For providing this service, Tenant will reimburse Landlord at the rate of \$20.00 per lineal foot of store front barricade. Tenant shall be responsible for removal and relocation of Tenant's temporary barricade upon completion of Tenant's construction.
- (11) **Construction Activities:** All work performed by Tenant during the term of this Lease shall be performed so as to cause a minimum of interference with other Tenants and the operation of the Shopping Center Area. Tenant will take all precautionary steps to protect its facilities and the facilities of others affected by Tenant's Work and shall properly police the same. Construction equipment and materials are to be located in confined areas and truck traffic is to be routed in and from the site as directed by Landlord so as not to burden the construction and/or operation of the Shopping Center Area.
- (12) **Public Safety:** Tenant shall confine the construction work to within the Leased Premises as much as possible and shall work in an orderly manner removing trash and debris from the project on a daily basis. At no time will pipes, wires, boards or other construction materials cross public areas where harm could be caused to the public. The requirements of the "Occupational Safety and Health Administration" (OSHA) prepared by the Department of Labor will govern. If Tenant fails to comply with these requirements Landlord may cause remedial action as deemed necessary to protect the public at Tenant's cost.
- (13) **Tenant's Damages to Construction:** Tenant will be required to furnish the necessary ramps, chutes, coverings, etc., to protect the Landlord's adjoining lease spaces from damage. All repair of damage to Landlord's facilities and to adjoining lease spaces will be at the cost of the tenant causing the damage.
- (14) **Tenant Contractors:** All Contractors engaged by Tenant shall be bondable, licensed contractors, having good labor relations, capable of performing

quality workmanship and working in harmony with Landlord's General Contractor and other contractors on the job. In the event Tenant's Contractor willfully violates the requirements of this Lease, Landlord may order Contractor to remove himself, his equipment and his employees from Landlord's property.

- (15) Materials and Warranties: Tenant shall use only new, first class materials in the completion of Tenant's Work. All work and equipment shall be warranted for a minimum of one year from installation.
- (16) Landlord's Rights: Landlord shall have the right, but shall not be obligated to, perform on behalf of and for the account of Tenant, subject to reimbursement by Tenant, any of Tenant's Work which Landlord determines has not been finished or completed in accordance with the requirements of this Lease and Tenant's working drawings. Such work shall include but not be limited to work which Landlord deems necessary to be done on an emergency basis and which pertains to structural components, the general utility systems for the project and the erection of temporary barricades and temporary signs.
- (17) Inspection: Tenant's work shall be subject to the inspection and approval of Landlord, Landlord's Architect and its General Contractor.
- (18) Roof Penetrations: All roof penetrations required by Tenant and approved by Landlord shall be performed by Landlord's roofing contractor at the direction of Landlord. Tenant shall request in writing, approval to penetrate roof. Upon approval of such request, Landlord will direct its roofing contractor to proceed with installation, and the cost of installation shall be reimbursed by Tenant.

B. Architectural Design Criteria:

- (1) Floors: Tenant shall use carpeting in all sales areas except in those areas where other types of floor covering materials have been specifically approved by Landlord. Exposed concrete floors in storage areas must have sealant application.
- (2) Walls: All interior walls and partitions shall be metal stud or noncombustible wood frame construction with taped and spackled gypsum board or drywall finish on all sides. Exposed concrete block walls will not be permissible in sales areas of the Leased Premises. Block walls not concealed by fixtures must be furred and covered with gypsum board or drywall by Tenant.
- (3) Ceilings: All ceilings, including light covers, hung curtain walls, dropped ceilings, acoustical treatment, ornamental specialties and other related items shall have an approximate height of ten (10) feet over the finished floor.
- (4) Storefront Construction: All storefront work requiring structural support, including door frames, shall be supported at their head sections by a framework which is securely attached and braced to the existing building

structure. All wood, if permitted by code, employed in conjunction with storefront work, shall be U.L. labeled fire retardant coated. Clear glass shall be polished plate glass, and all glass joints are to be cemented with a clear epoxy. No metal clips are permitted at glass joints. Colors must harmonize with the color scheme of the Shopping Center Area and the color scheme of the surrounding stores.

- (5) Interior Painting: Tenant shall provide and install all necessary wall treatments, including interior painting, decorating, paneling, wallpaper, pegboard, or other materials on the walls and columns.
- (6) Plumbing: Tenant shall design and install all plumbing systems and fixtures in excess of the bathroom plumbing and fixtures to be supplied by Landlord.
- (7) Electrical:
 - (a) All interior distribution panels, lighting panels, lighting fixtures, power panels, conduits, outlet boxes, switches, outlets and wires within the Leased Premises which are in excess of those supplied by Landlord.
 - (b) All systems, where required for inter-communication, music antenna, material handling or conveyor, burglar alarm, vault wiring, fire protection alarm, time clock and demand control.
 - (c) All telephone wires and equipment.
- (8) Fire Protection: As required by code, Tenant shall design, furnish and install additional automatic wet sprinkler system components, including but not limited to sprinkler heads, throughout the Leased Premises to complete the system installed by the Landlord.

EXHIBIT C - SIGN SPECIFICATIONS
Tenant Sign Requirements

- A. The Tenant signage requirements for the Shops at Westbury business center are meant to provide retail/commercial signage that is consistent and which is designed to promise the aesthetics of the building; while giving each tenant maximum street side sign exposure within local sign ordinances and to provide adequate tenant marketing opportunities.
- B. Elevation drawing in full color and build detail drawings must be supplied for Landlord or Landlord's Architect's written approval prior to any application to the Genoa Township building department permit process. Drawings must include size of letters, square footage calculations, electrical specifications, and raceway location and size. All sign designs must be approved by the Landlord or Landlord's Architect as to graphics and colors, letter size, sign placement and other design elements.
- C. All tenant signs must conform to the Genoa Township sign ordinance, and receive all applicable sign and electrical permits prior to sign installation.
- D. All exterior signs (except awning signs as approved by Landlord) shall be individual internally illuminated channel letters utilizing a single raceway painted to match the brick façade. The brick is Monticello, supplied by the mason. (It is reddish in color).
- E. Internally illuminated box type signs shall not be permitted.
- F. Each sign shall be constructed and maintained in a manner consistent with the building code provisions and maintained in good structural condition at all times. All signs shall be kept neatly painted or preserved including all metal parts.
- G. One exterior wall sign is allowed per business. Single unit tenants (with facades of 20'0" x 17'0") are allowed one sign at 32 square feet, double unit tenants (with facades of 40'0" x 17'0") are allowed one sign at 64 square feet, triple unit tenants (with façade of 60'0" x 17'0") are allowed one sign at 96 square feet.
- H. Maximum height of each exterior wall sign is 3'6" tall. Landlord has the right to advise and alter sign design, size or placement to achieve architectural balance on the overall building center's façade.
- I. Tenant may have its business name, address and store hours applied to the front glass door and rear service door as applicable.
- J. Window signs and graphics cannot exceed 25% of the window space and must meet all Genoa Township sign codes. All permanent window signs including vinyl graphics, digital prints and posters and neon must be receive written approval from the Landlord for both content and design/aesthetics. Non-standard open/closed signs are subject to the Landlord's approval.
- K. Credit Card, gift card, club sticks may not exceed 4" x 4" in size. Security stickers, alarm system modifications or similar notices may be placed at the bottom center portion of the primary front entrance door – size is subject to the Landlord's approval.

EXHIBIT D - GUARANTY

FOR VALUE RECEIVED, and in consideration for, and as an inducement to Singh Management Co., L.L.C., as landlord, ("Landlord") to enter into the foregoing Lease with _____, as tenant, the undersigned unconditionally guarantees to Landlord, its successors and assigns, as primary obligor and not as surety only, the payment of the rent, in the amounts due and to become due, and all other sums due or coming due under the Lease and full and prompt performance and observation by Tenant of all other terms, warranties, covenants, conditions and agreements made therein or provided to be performed and observed by Tenant. The undersigned expressly agrees that Landlord may, upon occurrence of an event of default, proceed directly against the undersigned alone without first proceeding against Tenant or, at Landlord's election, proceed against Tenant and the undersigned simultaneously, or Tenant alone, and that in all events the undersigned will remain primarily liable under the Lease as provided herein. The undersigned further agrees that this Guaranty shall not be terminated, affected or impaired in any way or manner whatsoever by reason of the assertion by Landlord against Tenant of any of the rights or remedies reserved to Landlord, or by the omissions of Landlord to enforce any of its rights against Tenant, or by reason of any extension of time or indulgences granted by Landlord to Tenant. The liability of the undersigned shall in no way be affected by any bankruptcy or creditor's proceeding or stature, whether state or federal, or by the assignment or transfer of this Lease or any term, covenant or provision contained therein, or by any disability or other defense of Tenant. The undersigned further covenants and agrees that this Guaranty shall remain and continue in full force and effect as to any modification or amendment of the Lease.

If this Guaranty is signed by more than one person, their obligations shall be joint and several and the release of one or more of such guarantors shall not release any other of such guarantors.

This Guaranty shall be governed by and construed in accordance with the laws of the State of Michigan. The undersigned expressly covenants and agrees that all actions or proceedings arising directly, indirectly or otherwise in connection with, out of, related to or from this Guaranty shall be litigated only in courts having a situs within the County of Oakland, State of Michigan, except to the extent such actions or proceedings may be brought in federal court, in which event the same shall be litigated only in courts having a situs within the County of Wayne, State of Michigan. The undersigned further waives any right to transfer or change the venue of any litigation brought by Landlord in accordance with this paragraph. For purposes of the foregoing, the undersigned consents and submits to the jurisdiction of any local, state or federal court located within said counties. In the event, through no fault of its own, Landlord is unable to effect service of process upon the undersigned at the address below through any manner then allowed by law, it is hereby agreed that posting at such address together with delivery by registered mail to Guarantor's last known address shall constitute reasonable effort to give notice of the undersigned's proceeding and shall constitute personal service upon the undersigned.

IN WITNESS WHEREOF, the undersigned has executed this unconditional Guaranty this _____ day of February, 2007.

Guarantor:

Pamela Meng

Guarantor:

Hong Hao Meng

Whose address is:

13 Norwich Court
Midland, MI 48642

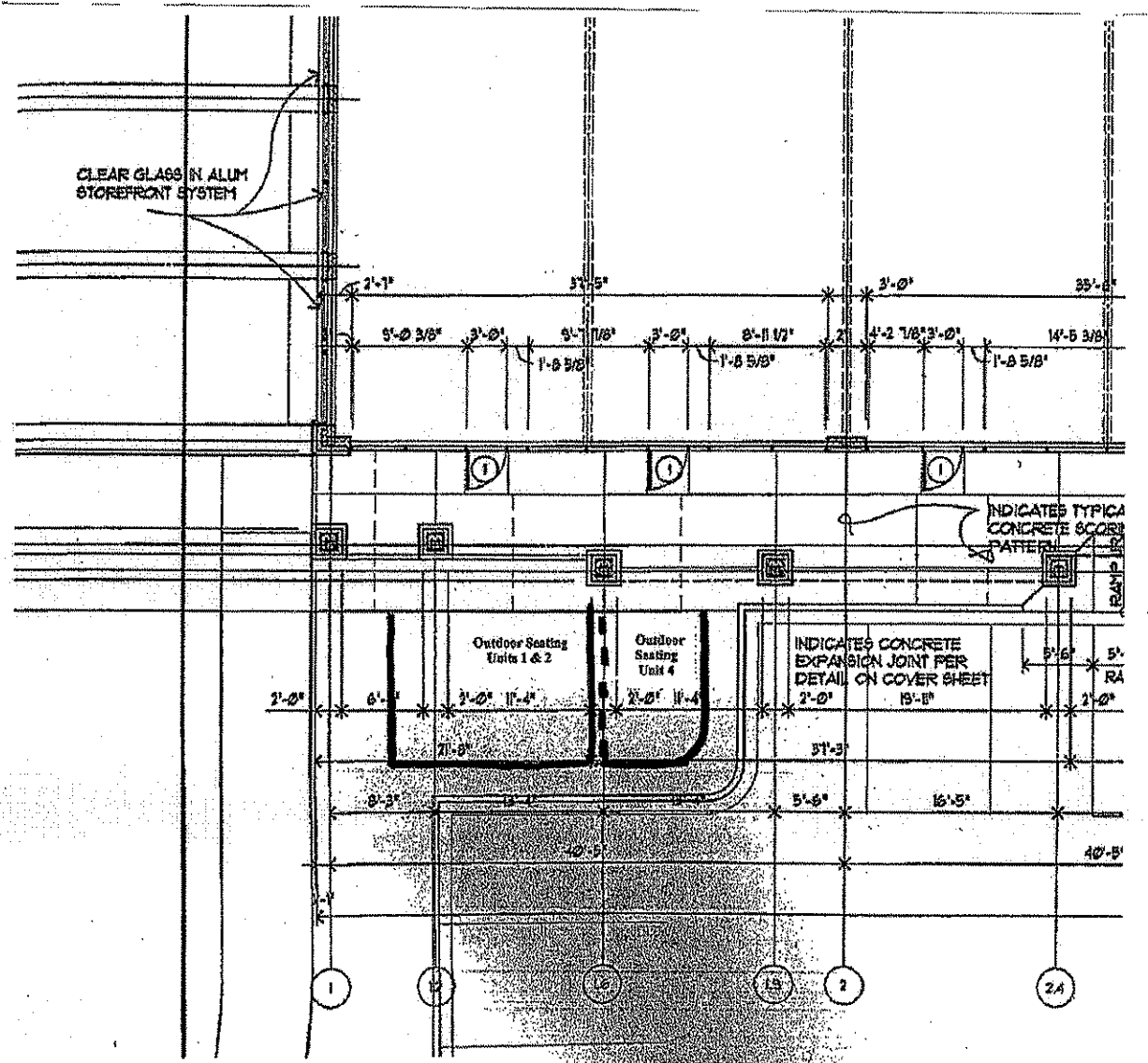
Guarantor:

Shuan Wang

Whose address is:

13309 Blossom Avenue
Flushing, NY 11355

EXHIBIT E - OUTDOOR SEATING



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* 02/12	I-GEN107021200011506	MAINTENANCE FEE	10.00	D	141,151.74
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PF: 1-HELP 3-PLVL 7-SB 8-SF 9-ASUM 10-TRIG 11-CUTO -SISM
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12:34:42

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 TRACE ID DESCRIPTION
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 * 02/09 I-GEN107020900011299 PLATINUM CIRCLE: FREE SECOND DDA 7.00 C 331.70
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PF: 1-HELP 3-PYVL 7-SB 8-SF 9-ASUM 10-TRIG 11-CUTO -STSM
 3270 PASSTHRU EMULATIO Urgent Message Received

12:34:24

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 3270 PASTHRU EMULATIO Urgent Message Received 12:33:39

Meng, Hong Hao
461639157022276



Credit Agreement and Disclosure Statement

HOME EQUITY LINE OF CREDIT

In this Agreement and Disclosure Statement, the "Agreement", "Bank" means Comerica Bank, and "Account" means your home equity line of credit. "You" and "your" mean all persons who sign and agree, individually and jointly and severally, to be bound by this Agreement. "Credit" specifically means the credit line established by the Bank. "Card" means the Visa Gold Account Card issued to you by the Bank. "Purchase" means any purchase made by the Bank on your credit line. "Advance" means any cash advance made by the Bank on your credit line. "Monthly Payment" means the amount you are required to pay to the Bank on your credit line. "Statement" means the periodic statement of account that the Bank issues to you. "APR" means the Annual Percentage Rate. "APR" means the Annual Percentage Rate. "APR" means the Annual Percentage Rate.

1. Use of Account. You may obtain credit from the Account by using the Card, through overdraft protection (subject to balance transfers you request). The maximum amount for a Check is \$500. The Bank is not obligated to pay any checks or other instruments the Bank does not supply. The Bank shall not be required to pay any checks issued under any of the Card or terms of the overdraft protection feature that will exceed your available credit limit or other credit on the Account has been suspended under Paragraph 12 or 13. Uncooled checks will not be returned, but if the terms of the Agreement.

2. Finance Charges. (a) You will incur Finance Charges on purchases (including fees) other than Cash Advances (and if you pay the revolving balance of your Account in full each month by the Due Date, the "Revolving Balance" is the New Balance on your Statement less any Term Payment Option after the Statement Closing Date). Finance Charges will begin to accrue as described in paragraph 2(b) on purchases made in the following month. There is no Grace Period for Cash Advances. (b) Except as provided in 2(c), Finance Charges will be accrued on the Unpaid Daily Balance for the current Statement cycle not posted to your Account until the next Statement cycle. Finance Charges will accrue from the first day of the next Statement cycle. The Finance Charge is determined by multiplying your Account's Average Daily Balance for Purchases (excluding Cash Advances and Average Daily Balance for Promotions for the Statement cycle) by applicable Annual Percentage Rate (APR). (c) There are two Monthly Periodic Rates: (1) To get your Average Daily Balance for Purchases, we take the beginning balance (or pooled that day, and if you did not pay the New Balance in full by the prior Statement's Due Date, add that day's New Purchases and late fee(s) for Cash Advances (not posted to your Account) that day. Then we add all Daily Balances for Purchases for the Statement cycle and divide that total by the number days in that cycle. This is the Average Daily Balance for Purchases for the Statement cycle. (2) To get your Average Daily Balance for Promotions, we take the beginning balance (or pooled that day, and if you did not pay the New Balance in full by the prior Statement's Due Date, add that day's New Purchases and late fee(s) for Cash Advances (not posted to your Account) that day. Then we add all Daily Balances for Promotions for the Statement cycle and divide that total by the number of days in that cycle. This is the Average Daily Balance for Promotions. We add all Daily Balances for Promotions for the Statement cycle and divide that total by the number of days in that cycle. This is the Average Daily Balance for Promotions. (d) A fee of 2.0% of the cash advance with a minimum of \$2 and a maximum of \$15 is imposed on all Cash Advances from an Automated Teller Machine (ATM). This fee is a Finance Charge and will be included in the APR for Cash Advances on your Statement.

The Annual Percentage Rate applicable to the revolving balance on your Account will be based on the highest prime rate as published in the Midwest Edition of the Wall Street Journal in effect on the last business day of the month immediately preceding the closing date of the statement ("Prime").

plus 2.00 percentage points. Interest rate change dates for the Annual Percentage Rate applicable to the revolving balance on your Account will be effective the first day of the next Statement cycle. For example, if the rate changes on the last business day in December, the new rate will be applicable to any revolving balance outstanding and future revolving balance beginning the first day of your January Statement cycle and will be reflected on your February statement.

The Monthly Periodic Rate and the corresponding Annual Percentage Rate applicable to the revolving balance on your Account will vary, increasing or decreasing in either direction in the prime rate as published in the Midwest Edition of the Wall Street Journal. Any increase in the monthly periodic rate and corresponding Annual Percentage Rate applicable to the revolving balance on your Account will not be applied to the revolving balance, and may slightly increase the minimum monthly payment. The maximum Annual Percentage Rate will not exceed 10.00%. The Annual Percentage Rate will not be less than 3.00%.

Effective 02/14/2005, the monthly periodic rate is 6.67% (Corresponding Annual Percentage Rate: 8.00%).

3. Credit Limit. If the Bank, at its option, reduces credit in excess of your credit limit, you agree to pay the excess on receipt of your next statement or on demand. If, in your request, the Bank increases your Credit Limit, you agree to pay reasonable costs for new title work, credit reports and an appraisal, if required. These three fees are estimated at \$300. You also agree to pay a filing fee estimated at \$25.

4. Payments. You agree to pay the Bank for all credit extended on your Account, plus applicable Finance Charges, fees and costs of collection, including reasonable attorney fees as permitted by law. The amount of your payment during the Grace Period (as defined in Paragraph 2) will be based on the amount of your Credit Limit as a percentage of the value of the Real Estate in the State of Michigan. This value is either the LTV, if your LTV is 20% or less, or the minimum monthly payment (which will be the amount of the accrued and unpaid interest on the revolving balance on your Account, but not less than \$100, if your LTV is 81% or greater, less your minimum payment). If your revolving balance will be based on your credit history and will be either (a) the minimum payment described above; or (b) 1.25% of the outstanding revolving balance, but not less than \$100. Your minimum monthly payment (which will be the amount of the accrued and unpaid interest on the revolving balance on your Account) will be determined in Paragraph 10, but does not include amounts you may withhold under your billing rights as discussed on your statement. Any revolving balance less than \$100 must be paid in full. Payments are due by the Due Date of your Statement.

5. Irregular Payments. The Bank's acceptance of late payments or partial payments, or of checks or money orders noted "payment in full" or language to the same effect, will not affect Bank's right under this Agreement.

6. Prepayments. You may prepay all or a portion of the Account without penalty, except as provided in paragraph 8 and 13. Any prepayments will be applied to the Account in the following order: first to the Revolving Balance and then to the balance of the Term Payment Option with the earliest due. Any prepayment will be applied to the monthly Account payment coming due to the Provider on or after the date of that payment, with the amount you do not pay added and you will be required to make the next scheduled monthly payment.

7. Security Interest. You represent, warrant and agree that the Real Estate is owner occupied and will continue to be so long as any amount remains outstanding on the Account. As security for Cash Advances, Purchases and all other amounts owing under this Agreement, you give the Bank a security interest in the Real Estate, which is located at: 13 Northfield Ct, Detroit, MI 48242.

8. Not agree to assign and, if anyone has an interest in the Real Estate, have each joint owner's account and follow to the Bank a future advance mortgage ("Mortgage") in favor of the Bank covering the Real Estate in the amount of the Credit Limit. You also give the Bank a security interest in that you may have an interest in the Bank and in that money the Bank may owe you, which means if you are in default, the Bank may satisfy all or any part of the amount owing on the Account by charging your deposit account or any accounts maintained with the Bank. In addition, collateral securing your loans with the Bank may also secure credit extended under this Agreement. However, the Bank waives any security interest it may have in a person's principal dwelling other than the security interest granted under the terms of the Mortgage.

9. Fees and Charges. You agree to pay the following fees and charges for the use of the Account in addition to the Finance Charge set forth above and fees specified elsewhere in this Agreement: (a) Returned Check Charge - \$22.00, for any check or other draft (however it is presented) on the Account which is not paid upon presentation; (b) Late Fee - \$22.00, if you do not make a minimum payment within 3 days of the Payment Due date; (c) Payment Protection Plan - \$22.00, for each month you are enrolled in the Plan; (d) Stop Payment Fee - \$22.00, for each check written against the Account upon which you have not made a payment; (e) Cash Advance Fee - \$2.00, when you request an advance for which there are no automatic funds because your Credit Limit is exceeded; or (f) Your Account physicals have been suspended; (g) Photocopy Fee - \$2.00, for each photocopy request received under your billing cycle; (h) Early Termination Fee - \$300.00, if you are all out from the Account within 24 months from the date the Account was opened; (i) Payment Approval Fee - \$22.00, for each payment approval; (j) Card Fee - \$22.00, for each Card; (k) Cash Report Fee - \$2.00; (l) Flood Insurance Discrimination Fee - \$2.00; (m) Second Annual Fee - \$50.00; Florida Real Estate only: Intangible Tax Fee - 1% of the Credit Limit and Registration Service Fee of \$100.00 for the Credit Limit.

See Paragraph 3 for fees related to an increase in your Credit Limit and Paragraph 18 for the fees related to the Term Payment Option.

Handwritten initials: H, M



Credit Agreement and Disclosure Statement

HOME EQUITY LINE OF CREDIT

9. Property Insurance. You agree to obtain and maintain adequate insurance against fire, flood and such other reasonable risks to the Real Estate as the Bank may require with the Bank as loss payee under a standard mortgage clause. Any proceeds of insurance required to be received by the Bank will also be payable for all sums due on the Account.

You may obtain such insurance from any agent, broker or insurance company of your choice, licensed to do business in the state where the Real Estate is located. However, the Bank reserves the right to reject any insurance company or policy for reasonable cause.

If you fail to keep the Real Estate insured, the Bank may, but is not required to, purchase and pay for such insurance. Whether paid prior to or after cancellation of the Account, any payment made by the Bank for such insurance shall be an extension of credit on the Account and you agree to pay protection plus Phoenix Charge of the rate provided in this Agreement. If the Bank exercises its option to purchase such insurance, it may not protect your interest in the Real Estate.

10. Liability for Unauthorized Use of the Card. You may be liable for unauthorized use of the Card that occurs before you notify Bank orally (by calling the number shown on your statement), or in writing, of loss, theft, or possible unauthorized use of the Card. In any case, your liability shall not exceed the lesser of \$50 or the amount of the unauthorized use. You agree that you will sign the Card agreement. Any method presented with an unsigned Card may decline to accept the Card or require proper identification and that you sign the Card in the merchant's presence.

11. Overdraft Protection. The Account may be used for overdraft protection for your Deposits Bank checking account. If you choose to link your Account with a Deposits Bank checking account, your withdrawal to the linked bank will be limited to the amount of the overdraft protection (not to exceed \$500) and transactions of \$100 will be added until the overdraft is satisfied. Overdraft protection will appear as a Cash Advance on your statement.

12. Default. Upon the occurrence of any of the following events, the Bank may, at its option, (a) terminate the Account and declare the balance outstanding immediately due and payable, (b) temporarily or permanently prohibit any additional extension of credit or (c) temporarily or permanently reduce the Credit Limit.

If you fail to make any payment on the Account when due, (d) you fraudulently or intentionally misrepresent any information in connection with the Account, or (e) your action or inaction is such that the Bank's security for the Account or any right Bank has in the Real Estate is adversely affected, including but not limited to, sale or transfer of the Real Estate whether voluntary, involuntary, or by operation of law, failure to maintain property insurance on the Real Estate, completion of foreclosure or other destructive use of the Real Estate, failure to pay taxes on the Real Estate, or failure to provide the form of a lien against the Real Estate that is senior to the Mortgage.

If you fail to make a minimum payment due by the Payment Due Date, it is the Bank's option to immediately increase the Annual Percentage Rate on the Account (including any introductory promotional Annual Percentage Rate) to a default Annual Percentage Rate of four (4) percentage points above the Account Annual Percentage Rate. The Annual Percentage Rate applicable to your Account will revert to the standard Annual Percentage Rate in paragraph 2 if you are not in default for six (6) consecutive statement cycles.

If the Bank terminates the Account and declares the entire outstanding balance immediately due and payable, the Bank may foreclose on the Real Estate or take any other legal action deemed necessary by the Bank to collect such balance due.

13. Change in Account Terms/Resuspension of Account. The Bank may, at any time, change the terms of this Agreement as permitted by Michigan and federal law or regulation. The Bank will comply with all applicable notice requirements. In addition, Bank may, at its option, temporarily prohibit additional extensions of credit during any period in which: (a) the value of the Real Estate declines significantly below its determined value at the time your Account is opened; (b) the Bank reasonably believes that you will be unable to fulfill the repayment obligations specified in this Agreement because of a material change in your financial circumstances; (c) the Bank is prohibited by government action from imposing the Annual Percentage Rate provided for in this Agreement; (d) the priority of the Mortgage is provisionally affected by government action to the extent that the value of the security interest is less than 125% of the Credit Limit; (e) the Bank is notified by any regulatory agency having supervisory responsibility that the outstanding balance of the Account would be so volatile and unusual in nature; (f) you are in default of any material obligation under this Agreement; or (g) the maximum Annual Percentage Rate stated in Paragraph 2 is reached. Any amendment made shall be applicable to the outstanding balance of the Account on the amendment's effective date as well as to subsequently opened amounts, unless prohibited by law. If the Bank discontinues the home equity line of credit product as to all customers, the Bank may cancel the Account by mailing you notice of such cancellation at the address shown on the Bank's Account files, with reasonable advance notice, in your event the amount owed on the Account shall remain subject to this Agreement and will be secured by the Mortgage, or though the Account has not been cancelled.

14. Your Right to Cancel. You may cancel the Account at any time by notifying the Bank in writing. If more than one person has signed this Agreement, cancellation of the Account by one person shall cancel the Account for all persons on the Account. If you cancel, the Account shall remain subject to this Agreement and shall remain in full, shall continue to be secured by any security for the Account, including the Mortgage. You may be subject to a fee under Paragraph 8.

15. Preclusion. Under federal law, you, in connection with the granting of the mortgage on your principal dwelling, are entitled to a three (3) business day period in which to rescind certain advances on the Account. The Bank will not honor requests for rescission of credit on the Account other than requests for advances to be used to purchase your dwelling until the right of rescission period has expired. After this period expires, advances will be received by the Mortgage only up to the amount of the Credit Limit. Any amount over the Credit Limit shall be considered unsecured.

16. Surrender of Checks and/or Card. In the event the Account is cancelled, whether by Bank or at your request, you agree to promptly surrender to the Bank your unused checks and/or the Card.

17. Waiver, Inactivity. The Bank may from time to time elect to enforce its rights under this Agreement or the Mortgage in full or in part. Partial exercise by the Bank in respect of, or any failure to exercise such rights will not result in loss of any of the Bank's rights under this Agreement or the Mortgage. Should any provision of this Agreement be found invalid or unenforceable, the remainder will remain in effect.

18. Additional Customer Agreement. You further agree: (a) not to receive any extension of credit issued by the Real Estate which has priority over the Mortgage; (b) not to take an extension of credit on the Account in order to make a payment due on the Account; (c) that your statement is the document which entitles you or obligator to pay until you advise the Bank under applicable law of a billing error; (d) to notify the Bank immediately of any change in your address or phone number; (e) about you and give information about the Account to others in response to credit inquiries; (f) upon opening the Account, as long as the Real Estate is prior to the Mortgage except the current taxes and assessments and the first mortgage or similar lien approved by the Bank, shall be paid in on your statement; (g) the Bank may, but is not required to, advance against the Account; (h) to advise the Bank immediately of the phone number shown in on your statement; (i) the Checks or Cards are not of value; (j) except as otherwise provided in this Agreement, any check written on the Account is subject to all laws normally applicable to checks and negotiable instruments; (k) to promptly provide the Bank with such current financial information as it may request from time to time; (l) that this Agreement and the Mortgage, set forth the entire agreement between you and Bank regarding the Account.

Handwritten initials: JHM PM



Credit Agreement and Disclosure Statement

HOME EQUITY LINE OF CREDIT

17. Term Payment Option. During the Draw Period you have the option (a "Term Payment Option"), subject to certain conditions, to repay all or a portion of the revolving balance of the Account (a) at a fixed rate of finance charge, (b) in equal monthly payments, (c) for a term of 3, 5, 7, or 10 years.

The fixed rate of finance charge will be determined at the time you select a Term Payment Option and will be based on an index (the "Index"). The Index is the weekly average yield on United States Treasury Securities adjusted to a constant maturity of five (5) years, as made available by the Federal Reserve Board and in effect on the last Monday of the month preceding each new term. If your Term Payment Option amount is \$19,999 or less, the rate will be the Index plus 3.75 percentage points; if your Term Payment Option amount is \$20,000 to \$49,999, the rate will be the Index plus 2.25 percentage points; and if your Term Payment Option amount is \$50,000 or more, the rate will be the Index plus 1.75 percentage points.

The payments will be in an amount sufficient to amortize the Term Payment Option amount over the term you have selected.

The following conditions apply to your Term Payment Option: (i) The minimum Term Payment Option amount is \$2,500; (ii) you may not exceed this option more than once in any one year period; (iii) you may not have more than two (2) Term Payment Option balances outstanding at any time; (iv) you may not exercise this option while a default exists in the Account; (v) a fee in the amount of \$10 will be due each time you select the Term Payment Option; (vi) a prepayment penalty of 1% of the amount prepaid will be assessed whenever a Term Payment Option balance is paid in full within one (1) year of the option date.

Conversion of a Term Payment Option balance to a revolving balance is at the Bank's sole discretion.

20. Tax Deductibility. You acknowledge that Bank has made no representation or warranty, nor given any advice as to the tax consequences of entering into this Agreement and that you should consult a tax advisor regarding the deductibility of interest and other charges on the Account.

21. Notices. You agree that any notice required under this Agreement or applicable law will be deemed delivered to you at the primary account address appearing on our records when deposited in the U.S. Mail, first-class postage paid. In the event any person signing this Agreement does not reside at the primary address, each person agrees that delivery of all notices to the primary address will constitute delivery to that person.

22. Assignment. The Bank may assign all or part of the Account, its rights under this Agreement, and the Mortgage to any person or entity without notice to you. You may not transfer your rights under this Agreement or the Mortgage.

23. Terminals. The Bank will review your account at the end of five (5) years, and at any other time it deems necessary, to confirm that you continue to comply with the default and acceleration of account provisions of Paragraphs 12 and 13. Unless advised by the Bank that compliance of the Bank to make advances under this Agreement shall terminate ten (10) years from the date of this Agreement (which date includes any extensions, it shall be the "Draw Period"). At end of the Draw Period, the entire Account balance outstanding, including all unpaid finance charges and accrued finance charges at a fixed rate to be determined by the Bank based on the then in effect for new loans of the same type and shall be paid in equal monthly payments in an amount sufficient to amortize the amount owing over a period of time (the "Repayment Period") not to exceed ten (10) years.

24. Governing Law. This Agreement and the use of the Account are governed by federal law and the state law where the Real Estate is located.

25. Property Insurance Disclosure. Property insurance is required for this loan. You may obtain property insurance from anyone you want that is acceptable to Comerica Bank. If you get the insurance from Comerica Insurance Services you will pay \$300 for an initial term of 300.

26. Acceptance. You accept the Account in the amount of \$17,775.00. By signing below, you acknowledge receipt of the Comerica Bank brochure "When Your Home Is On the Line" and a completed copy of the Credit Agreement and Disclosure Statement, and agree to the terms set forth herein.

We have been approved for a home equity loan through Comerica Bank for \$17,775.00

NAME Anthony H. H. H.
NAME Parvish D. Mehta

DATE 08/16/2005
DATE 08/16/2005

FFSACR21144

Michigan Department of Labor & Economic Growth

Filing Endorsement

This is to Certify that the ARTICLES OF ORGANIZATION (DOMESTIC L.L.C.)

for

BLUEFIN JAPANESE STEAKHOUSE AND SUSHI BAR, LLC

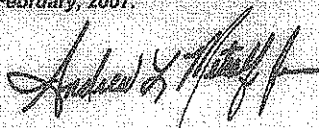
ID NUMBER: D1544V

received by facsimile transmission on February 26, 2007 is hereby endorsed

Filed on February 26, 2007 by the Administrator.

The document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.

In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 26TH day of February, 2007.



, Director

Bureau of Commercial Services



Sent by Facsimile Transmission 07057

Amy

From: Mike
Sent: Monday, February 26, 2007 4:42 PM
To: Amy
Subject: FW: Heloc

-----Original Message-----

From: pamela betron [mailto:tigersgirl22@hotmail.com]
Sent: Monday, February 26, 2007 3:46 PM
To: Mike
Subject: FW: Heloc

Preapproval or home equity loan.

Pamela

> Subject: Heloc
> To: tigersgirl22@hotmail.com
> From: Kimberley_Lowe@Countrywide.Com
> Date: Mon, 26 Feb 2007 12:50:51 -0600
>
>
> Home value \$121,000
> Rate 10.75%
> Loan amount max \$28,120 --- 100% LTV (loan to value)
> NO Appraisal needed based online value
> Current loan balance on 1st mortgage \$92,880.36
> Credit score Hong mid 726 -- we use the lower of the two mid scores
> Pamela mid 736
> Cost's to roll into loan \$511.00 (((you pay out of pocket \$35.00 for
> credit check))) --- closing is \$450.00, flood check \$26.00, credit report
> \$35.00 then subtract the credit fee and the balance rolls into loan....
>
>
> If you need to start this will take only 15-30 min's to fill out
> application and get loan locked 1-866-645-5293 ext 5191
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> (Embedded image moved to file: pic20537.gif)Countrywide Home Loans
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> Kimberley Lowe
> Personal Loan Consultant
> CMD 3091-B2C-Power Sales-Tm 8
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> 817-864-5191 Office 4200 Amon Carter Blvd
> Fort Worth, TX 76155
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2/28/2007

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> Kimberly_Lowe@countrywide.com
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> Confidentiality Notice: The information contained in and transmitted with this communication is strictly confidential, is intended only for the use of the intended recipient, and is the property of Countrywide Financial Corporation or its affiliates and subsidiaries. If you are not the intended recipient, you are hereby notified that any use of the information contained in or transmitted with the communication or dissemination, distribution, or copying of this communication is strictly prohibited by law. If you have received this communication in error, please immediately return this communication to the sender and delete the original message and any copy of it in your possession.
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I. **Executive Summary**

The planning for our restaurant has been in the works for about one year. First we needed to decide what kind of restaurant we wanted to open. Did we want to have a fast food establishment? Did we want to try to open a traditional Chinese style buffet? Finally we settled upon the concept of an Asian fusion style restaurant featuring tepanyaki grills. Next we had to save our money, talk to lending institutions, family and friends. Finally we had to pay off our personal debt and establish a business account. Currently we are in the beginning stages of actually opening our business by negotiating a commercial lease, applying for a liquor license and researching contractors, attorneys and accountants. The legal structure of our business will be a limited liability corporation (LLC). We have filed this paperwork with the state of Michigan.

II. **Management Team**

Our management team consists of the people involved in the partnership and the direct owners of Bluefin Japanese Steakhouse and Sushi Bar.

There are four key elements to our ownership/management team:

- Planning
- Organization
- Control
- Leadership

All of the individuals display strength in all four areas, but each holds an additional level of competence in individual areas. For example, Eddie Meng has over 12 years of restaurant experience all the way from bus boy to skilled sushi chef to top management. He can lead and direct people in both the front and back of the house. Shuan Wang also has over 10 years of restaurant experience as a worker as well as a keen business mind for controlling and overseeing inventory, order entry, and deliveries. Pamela Meng has five years of restaurant experience ranging from server to cashier to host to top management. In addition, she has a bachelor's degree from Saginaw Valley State University as well as her salesperson's real estate license. Eddie will be a primary player in the kitchen and the sushi bar, both training new staff as well as preparation of our signature dishes. Shuan will assist Eddie in training, cooking, ordering, inventory, and food and labor control. Pamela will be in charge of hiring and training front staff as well as completing paperwork and making sure all deadlines are met and bills are paid. Both Pamela and Eddie are TAM certified as well as Serve Safe certified. While Chinese is the first language of both Eddie and Shuan, they both speak English fluently.

III. Product/Service description

Our product is simple, but very unique. We are bringing a kind of restaurant and food style to this area that doesn't exist! As our name suggests, we will be serving Asian fusion style cuisine. Our most experienced head chef, Eddie, will be preparing more traditional dishes such as teriyaki chicken, steak and filet, shrimp, scallops and lobster. In addition, he will be fusing these American style dishes with a more traditional Japanese style such as bento boxes, a full range sushi bar, tempura, dumplings and udon noodle soup. Born and raised until 16 years of age in China, he will throw in simple twists from his homeland. Last but certainly not least, our restaurant will feature six tepanyaki grills. This style is one where the chef prepares the food right in front of the customer's eyes. We will also feature an open kitchen style where all the guests can watch the chefs prepare the food.

IV. Market Demographics (information taken from the United States 2005 Census Bureau for Livingston County).

<u>Demographic Criteria</u>	<u>Segment Range</u>
○ Age	18 yrs-65 yrs=79.5% of buyers
○ Median household income	\$77,809
○ Race	
■ White	97.1%
■ Asian	0.6%
■ Black	0.5%
■ Latino	1.2%
■ Indian	0.4%
○ Median household value	\$215,745

As you can see, 80% of the people are within our targeted buying range. The median household income and the median household value indicate that our targeted market will be able to afford to dine out. More specifically the location that we are interested in at the Shops at Westbury on Grand River and Latson has a traffic count of +/- 38,000 cars per day. Grand River Avenue is a major road that leads to Ann Arbor, Lansing, and Detroit. We feel that the traffic count and the central location amongst these three cities is a major advantage to us.

V. Proposed Operation

Bluefin Japanese Steakhouse and Sushi Bar, as mentioned above will be a restaurant featuring mixed culture cuisine, a full sushi bar and a full beer, wine and liquor bar. Our hours of operation will be seven days a week open for lunch from 11:00 a.m. to 2:00 p.m. and for dinner from 4:30 p.m. to 10:00 p.m. At this time there is no anticipation for a dance floor, d.j. or any other form of entertainment. In many ways the style and type of food served sets its very own unique atmosphere. Future plans may include a classical pianist on Friday and Saturday nights. Bluefin will be an upscale classy restaurant at affordable prices. We will pride ourselves on health code sanitation. Some samples of menu items and prices are as follows: *All dinners are served with house soup and salad.

1. Rib eye Steak-A very tender and flavorful 10 oz. steak grilled to your choice and seasoned with soy sauce, butter and salt and pepper. Served with fried rice or white rice and a generous helping of carrots, mushrooms, onions and zucchini (\$18.95)
2. Shrimp Tempura-Four pieces of jumbo shrimp cooked in a light and flaky tempura batter and served with a tangy tempura sauce. Your choice of fried rice or white rice, dumplings and vegetables (\$7.95)
3. Mango madness (appetizer)-Fresh and succulent mango diced into bite size pieces with strips of proscuitto ham, cilantro and black pepper (\$6.95)
4. Sushi sampler-Three pieces of nigiri sushi (tuna, whitefish and salmon) and one California roll (\$8.95)
5. Filet and Lobster combination-A juicy 5 oz. filet mignon and a fresh Maine lobster tail sautéed with soy sauce, lemon, salt, pepper and butter. Served with white rice or fried rice and vegetables (\$28.95)
6. Chicken Teriyaki-An 8 oz. breast of white meat chicken grilled and served with our house special teriyaki sauce, choice of white or fried rice and vegetable (13.95)
7. California Roll-cooked crab stick, avocado rolled up in sushi rice and cut into six pieces. Served with soy sauce and wasabi (\$4.50)
8. Sushi and sashimi combination-Sushi and sashimi prepared for two and one chef special roll (\$29.95)

Here is a sample of drink specials that we will offer as well as the standard bar selections.

Cranberry Fizz-Fresh lime juice, chilled sweet white wine and a splash of cranberry juice (\$4.50).

Crownberry- Top shelf Crown Royal whiskey, fresh lime juice, sour mix and a splash of cranberry juice (4.50).

This is just a small random sample of our menu. There are many more delicious combinations, Japanese dishes and sushi items to choose from!

VI. Finances

	Monthly expense	Cash needed to start (x2)
Ongoing monthly costs		
Employee salaries	\$15,000	\$30,000
Payroll taxes	\$2,100	\$4,200
Rent	\$4102	\$8,204
Advertising	\$400	\$800
Supplies	\$350	\$700
Telephone	\$200	\$400
Utilities	\$2,000	\$4,000
Insurance	\$500	\$1,000
Interest	\$520	\$1,040
Maintenance	\$150	\$300
Workman's Comp.	\$200	\$400
	(A) Subtotal	\$51,044
One-time costs		
A. Kitchen equipment		\$42,000
B. Sushi bar equipment		\$20,000
C. Bar equipment		\$15,000
D. Front of house		\$8,000
E.. Attorney fee		\$1,000
F. Architecture fee		\$8,000
G. Printing, menus		\$2,000
H. Teppan grills (inc. install)		\$25,000
I. Tap fee***		\$22,000
J. Renovation/construction	\$80,000	
K. Security Deposit	\$8,204	

(B) Subtotal

\$231,204

**Total estimated start-up
capital**

(A+B)

\$282,248

***Total tap fee was estimated at 44,000. Singh development has agreed to pay half of this during our lease negotiations.

Detailed equipment list:

A. Kitchen

- i. One walk-in freezer \$8900
- ii. One walk-in cooler \$7400
- iii. One 1 door salad cooler \$2100
- iv. One 2 door meat cooler \$2800
- v. One dishwasher (rental price)
- vi. One 2 door counter top refrigerator \$1600
- vii. One 1 door counter top freezer \$1200
- viii. Two deep fryer \$2500
- ix. One ice machine \$3000
- x. One 1 gallon blender \$980
- xi. Kitchen hood \$3000
- xii. One prep and dish sink \$780
- xiii. Two stainless steel prep table \$600
- xiv. One deluxe manual can opener \$250
- xv. One digital scale \$350
- xvi. One shipping/receiving scale \$150
- xvii. One gas range (6 burner) \$2000
- xviii. One heavy duty stock pot range \$685
- xix. One microwave \$1000
- xx. Two rice cookers \$940
- xxi. Four chef carts \$1064

B. Sushi Bar

- i. Two 5' showcase refrigerator \$7200
- ii. Two sushi rice warmer \$500
- iii. Two cutting board \$500
- iv. One wood sushi mixer \$289
- v. One wood spoon \$26
- vi. One 2 door refrigerator \$1800
- vii. One 1 door freezer \$1200
- viii. One copper egg pan \$75
- ix. 20 small neta plates \$140
- x. Six large neta plates \$48

- xi. 10 plastic turf \$160
- xii. Four hand sinks \$600
- xiii. One sushi counter \$6000
- xiv. Misc. \$250

C. Bar

- i. One 3 door back bar cooler \$2000
- ii. One hand sink \$150
- iii. One uni serve speed bar \$1160
- iv. One bar blender \$300
- v. One liquor speed rail \$115
- vi. One sake warmer \$1400
- vii. One ceiling glass rack \$350
- viii. Two condiment dispenser \$100
- ix. One bar set \$25
- x. One shaker set \$14
- xi. One strainer set \$14
- xii. Three jiggers \$6
- xiii. One dozen pourers \$12
- xiv. One set condiment tongs \$12
- xv. Two dz. White wine glasses \$81
- xvi. Two dz. Red wine glasses \$81
- xvii. 10 cs 10 oz. beer glass \$244
- xviii. One dz. Martini glass \$40
- xix. One cs. Rocks glass \$71
- xx. Four cs water glass \$280
- xxi. One cs shot glass \$60
- xxii. One cs hurricane glass \$43
- xxiii. Bar shelving/sinkage/equipment \$8000
- xxiv. Misc. \$300

Our start-up cost is approximately \$350,000. Our sources of funding include personal funds, lending institutions and help from family and friends. We have tried to over estimate the cost by multiplying the ongoing monthly expenses by two so that we would be sure to have enough money. We currently have \$250,000 and would be looking for a loan for \$100,000.

Break-even point-The average meal price is \$25 which will cost us \$12 to make. The monthly fixed costs are \$32,534. Thus, our restaurant's gross profit is 55% and the break-even point each month is \$59,152 or 2,366 meals. We anticipate that we will break even in eight months. We calculate that will begin to make a profit in the third year which is a standard time frame for start-up restaurants. Our sales growth expectations for the next five years are 10% annually.

VII. Professional Contacts

- A. John Carras, Attorney 989-637-7320
- B. Darryl Goodwin, Associate broker 248-737-7110
- C. Sue Rabbage, Banking center manager 989-839-2207
- D. John Moral (restaurant equipment) 313-567-1944

VIII. Commitment of excellence

By opening this style of restaurant we are aiming not only to achieve our dream and support our families, but to enhance Genoa Township, as well as the cities of Howell and Brighton. We will be able to create job openings, starting with around 25 employees. In the restaurant business there is an ongoing need to hire so we will be continually providing opportunities. We are confident that our establishment will have a positive impact on the area. We will be dedicated to providing excellence in all areas of business including customer service and quality. We truly believe that we will be successful and that we can cater to the market that is offered to us. By providing delicious, flavorful food, and fun and energetic atmosphere, and open style kitchen and tepanyaki grills to watch the food preparation, kids night and a tasty beverage bar-we can't go wrong.

Request for approval of special use, impact assessment and sketch plan for leasing and rental of truck and trailers, including outdoor storage and display of vehicles, located at 5670 E. Grand River, Sec.10, petitioned by Cedar Investments, L.L.C.

The following motion would be appropriate:

Moved by _____, supported by _____, approval of a special use permit to allow Cedar Closet Storage to rent U-Hauls or similar rental trucks to the general public. The maximum number of trucks or trailers in any combination shall not exceed eight at one time in outside parking and repairs to a vehicle that is inoperative will commence within forty-eight hours of arrival at the site and repairs on-site shall be restricted to minor repairs generally of a maintenance type.

Moved by _____, supported by _____, approval of impact assessment be approved subject to the special use permit.

Moved by _____, supported by _____, approval of approval of the site plan sketch received by Genoa Township on February 23, 2007, subject to the following:

1. That four evergreens provided will be a height of eight feet tall minimally.

**GENOA TOWNSHIP
APPLICATION FOR SKETCH PLAN REVIEW**

TO THE GENOA TOWNSHIP PLANNING COMMISSION:

APPLICANT NAME & ADDRESS*: CEDAR CLOSET L.L.P.

OWNER'S NAME & ADDRESS*: CEDAR INVESTMENTS L.L.C.

SITE ADDRESS: 5670 E. GRAND RIVER PARCEL #(s): _____

APPLICANT PHONE: (617) 552-4411 OWNER PHONE: (313) 584-1404

LOCATION AND BRIEF DESCRIPTION OF SITE: COMMERCIAL PROPERTY (FRONT TREE

[5] ACRES) ALONG WITH INDUSTRIAL PROPERTY (REAR SEVEN [7] ACRES) SITTING ALONG GRAND RIVER

BRIEF STATEMENT OF PROPOSED USE: ON THE INDUSTRIAL PORTION, PETITIONER IS SEEKING A VARIANCE FOR TRUCK RENTAL AND PROPRME SALE/EXCHANGE

THE FOLLOWING IMPROVEMENTS ARE PROPOSED: PROPER MARKINGS ON THE PAVED LOT INDICATING WHERE TRUCK/EQUIPMENT TO BE PARKED. A GAS TANK (WITH PADDING) POSITIONED PER DRAWINGS

I HEREBY CERTIFY THAT ALL INFORMATION AND DATA ATTACHED TO AND MADE PART OF THIS APPLICATION IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

BY: ROBERT AKOURI, ESQ

ADDRESS: C/O 4528 SCHAEFER DEARBORN, MI 48126

**If applicant is not the owner, a letter of Authorization from Property Owner is needed.*

Contact Information - Review Letters and Correspondence shall be forwarded to the following:

1) <u>ROBERT AKOURI</u>	of <u>AKOURI & ASSOC. PLLC</u>	PL# <u>(313) 584-1404</u>
<small>Name</small>	<small>Business Affiliation</small>	<small>Fax No.</small>

FEE EXCEEDANCE AGREEMENT

All sketch plans are allocated one (1) consultant review and one (1) Planning Commission meeting. If additional reviews or meetings are necessary, the applicant will be required to pay the actual incurred costs for the additional reviews. If applicable, additional review fee payment will be required concurrent with submittal for a Land Use Permit. By signing below, applicant indicates agreement and full understanding of this policy.

SIGNATURE: [Signature] DATE: 1/5/07

PRINT NAME: ROBERT AKOURI PHONE: 313-584-1404

**APPLICATION FOR SPECIAL LAND USE
GENOA TOWNSHIP**

APPLICANT NAME* & ADDRESS: Cedar Investments, L.L.C. 5670 E. Grand River

OWNER NAME* & ADDRESS: Same As Above

SITE ADDRESS: 5670 E. Grand River Howell, MI 48843 PARCEL #(s): 11-10-400-018

APPLICANTPHONE: () 517-552-4411 OWNER PHONE: () 248-250-3587

Location and brief description of site and surroundings:

Rectangular 10 acre lot with the front 3 acres (sitting on Grand River) and is zoned as "Comercial". The rear 7 acres are partially developed as a self storage facility. The rear 7 acres is zoned "Industrial".

Proposed Use:

Applicant is seeking permission to place truck rental services (i.e.: U-haul) as complementary service to storage facility services on the rear seven (7) acres. Applicant is also seeking Propane Gas fill and sales services.

Describe how your request meets the Zoning Ordinance General Review Standards (section 19.03):

- a. Describe how the use will be compatible and in accordance with the goals, objectives, and policies of the Genoa Township Comprehensive Plan and subarea plans, and will promote the Statement of Purpose of the zoning district in which the use is proposed.

Historically, truck rental services such as U-Haul, have been complementary to self storage services. Truck rental services will not alter the intended use of the property, as such, truck rental services require low impact lighting and will have a low noise level. Likewise, Propane sales would perform the same function.

- b. Describe how the use will be designed, constructed, operated, and maintained to be compatible with, and not significantly alter, the existing or intended character of the general vicinity.

The existing facility already has an office and therefore, there will be no need for additional construction, as such, services will be intragrated into the existing infastructure. Applicant has plenty of parking to permit storage of trucks on the property. Applicant will also place a Propane Tank on the property.

- c. How will the use be served adequately by essential public facilities and services such as highways, streets, police and fire protection, drainage structures, water and sewage facilities, refuse disposal and schools?

Applicant's proposal does not expect to alter or modify already existing infastructure. Applicant is on Grand River, a major road way and such establishment, if approved, can only serve to assist the general public.

- d. Will the use involve any uses, activities, processes, or materials potentially detrimental to the natural environment, public health, safety, or welfare by reason of excessive production of traffic, noise, vibration, smoke, fumes, odors, glare, or other such nuisance? If so, how will the impacts be mitigated?

It is anticipated that there will be no need to mitigate damages. Trucks and other rental equipment will be leased out and will only be at the subject location on a temporary basis, Propane Tank sales will be incidental.

e. Does the use have specific criteria as listed in the Zoning Ordinance (sections 3.03.02, 7.02.02, & 8.02.02)?
If so, describe how the criteria are met.

It is believed that the subject location is considered "industrial" and is governed by Zoning Ordinance Article:
8.00. Zoning variances are permitted by request.

I HEREBY CERTIFY THAT ALL INFORMATION AND DATA ATTACHED TO AND MADE PART OF THIS APPLICATION ARE TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF. I AGREE TO DESIGN, CONSTRUCT AND OPERATE, AND MAINTAIN THESE PREMISES AND THE BUILDINGS, STRUCTURES, AND FACILITIES WHICH ARE GOVERNED BY THIS PERMIT IN ACCORDANCE WITH THE STATED REQUIREMENTS OF THE GENOA TOWNSHIP ZONING ORDINANCE, AND SUCH ADDITIONAL LIMITS AND SAFEGUARDS AS MAY BE MADE A PART OF THIS PERMIT.

THE UNDERSIGNED Robert L. Akouri, (Attorney for owner) STATES THAT THEY ARE THE FREE OWNER* OF THE PROPERTY OF PROPERTIES DESCRIBED ABOVE AND MAKES APPLICATION FOR THIS SPECIAL LAND USE PERMIT.

BY: Robert L. Akouri, Attorney & Agent for Real Property Owner

ADDRESS: 5670 E. Grand River Howell, MI 48843

*Submit a letter of Authorization from Property Owner if application is signed by Acting Agent.

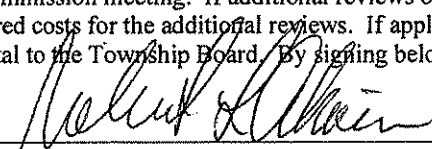
Contact Information - Review Letters and Correspondence shall be forwarded to the following:

1.) Robert L. Akouri of Attorney&Agent for Real Property Owner at (313) 584-1485
Name Business Affiliation Fax No.

Note: This application must be accompanied by a site plan review application and the associated site plan review submittal requirements. (The Zoning Administrator may allow a less detailed sketch plan for a change in use.)

FEE EXCEEDANCE AGREEMENT

As stated on the site plan review fee schedule, all site plans are allocated two (2) consultant reviews and one (1) Planning Commission meeting. If additional reviews or meetings are necessary, the applicant will be required to pay the actual incurred costs for the additional reviews. If applicable, additional review fee payment will be required concurrent with submittal to the Township Board. By signing below, applicant indicates agreement and full understanding of this policy.

SIGNATURE:  DATE: 12/16/04
PRINT NAME: Robert L. Akouri PHONE: (313) 584-1404
ADDRESS: 6528 Schaefer Rd. Dearborn, MI 48126

Petitioner was present by Paul Esposito. Bill Johns and Steve Stone, the owners of the property, were present as well. A color concept drawing was presented pursuant to the Planning Commission's previous request. Petitioner indicates colored block is difficult to obtain right now due to weather conditions. Petitioner has an alternative to present – a block that is painted and then sealed. Petitioner shows materials he proposes to use. Chairman Pobuda and Jeff Purdy indicate that the Planning Commission does not generally approve painted surfaces since it does not comply with architectural requirements.

Planning Commission disposition of petition

- A. Recommendation regarding impact assessment
- B. Disposition regarding site plan

Motion by James Mortensen that a recommendation be made to the Township Board regarding the impact assessment provided at the meeting of January 8, 2007 be denied. Support by Barbara Figurski. Motion rescinded by James Mortensen and Barbara Figurski.

Motion by James Mortensen that the recommendation be made to the Township Board for either brick or integrally colored split face block consistent with the color scheme and elevation presented this evening, subject to review by staff.

Motion by James Mortensen that a recommendation be made to the Township Board for approval of the site plan changes, subject to the following:

1. The materials as presented this evening will not be painted, but will be a product with a natural color in lieu of the brick;
2. The rendering presented this evening will become property of the township.

Support by Steve Morgan. **Motion carried unanimously.**

DRAFT

OPEN PUBLIC HEARING #2: Review of special use, impact assessment and sketch plan for leasing and rental of truck and trailers, including outdoor storage and display of vehicles and for the outdoor display, sales, and storage of propane, located at 5670 E. Grand River, Sec.10, petitioned by Cedar Investments, L.L.C.

Petitioner present by Robert Akouri and Bill Rains, territorial manager of U-Haul. Petitioner addresses the Planning Commission's concerns regarding parking of vehicles and barriers at the property lines.

Bill Raines suggests that at maximum, 10 U-Haul trucks could be parked at the premises. Inventory could be tracked through the regional office to protect Petitioner from an on-site inventory that exceeds what the Planning Commission permits. The trucks are repaired on-site by a mobile mechanic or at the main repair shop in Inkster, Michigan.

Chairman Pobuda discusses the screening issues. Petitioner has no intent of selling the property that lies between the site and Grand River. It is his intention to develop it.

Petitioner explains that the proposed storage site for the U-Hauls was moved to the front from the back to camouflage the trucks more easily from the neighbors.

Bill Rains suggests that a "minor" repair would be performed within forty-eight hours.

Jeff Purdy addresses the screening and whether it is adequate. He believes that the evergreens could be increased to 1 every 15 feet along the eastern side of the frontage by the driveway. The evergreens would be an additional row in front of the existing evergreens and maples. Petitioner agrees to do that.

Jeff Purdy asks that the impact assessment be corrected to remove reference to propane gas sales.

Tesha Humphriss asks for truck lengths, including cabs, in order to calculate turning radius issues. It would appear that although this is a private parking lot, there could be issues with completing turns without backing up. Tesha Humphriss suggests moving the area east twenty feet. Tesha Humphriss asks about whether there would be difficulty in accessing unit "A". Petitioner indicates there would not.

Planning Commission disposition of petition

- A. Recommendation regarding special use.
- B. Recommendation regarding impact assessment
- C. Recommendation regarding sketch plan

Motion by James Mortensen that a recommendation is made to the Township Board for approval of a special use permit to allow Cedar Closet Storage to rent U-Hauls or similar rental trucks to the general public. The maximum number of trucks or trailers in any combination shall not exceed eight at one time in outside parking and repairs to a vehicle that is inoperative will commence within forty-eight hours of arrival at the site and repairs on-site shall be restricted to minor repairs generally of a maintenance type. Support by Barbara Figurski. **Motion carried unanimously.**

Motion by Barbara Figurski to recommend to Township Board that the impact assessment be approved subject to the special use permit. Any mention of gas storage tanks is withdrawn by the petitioner. Support by James Mortensen. **Motion carried unanimously.**

Motion by James Mortensen to recommend to the Township Board approval of the site plan sketch received by Genoa Township on January 22, 2006, subject to the following:

1. That four evergreens with a height of eight feet tall minimally, be added along the northeastern front parking location;
2. The parking row for the truck/trailer rental will be moved twenty feet east for a total of seventy feet.

Support by Steve Morgan. **Motion carried unanimously.**

6. The Fire Department requirements and requirements of the Township Engineer will be complied with or confirmed in writing prior to the review by the Township;
7. The 1:3 grading will be acceptable in the southeast corner of the parking area to avoid encroachment into the wetland area;
8. The petitioner will furnish to the Township Engineer a maintenance plan for the storm water system.

Support by Steve Morgan. **Motion carried unanimously.**

OPEN PUBLIC HEARING #5... Review of special use, impact assessment and sketch plan for leasing and rental of truck and trailers, including outdoor storage and display of vehicles and for the outdoor display, sales, and storage of propane, located at 5670 E. Grand River, Sec. 10, petitioned by Cedar Investments, L.L.C.

Petitioner present via Robert Akouri and addresses the Planning Commission, seeking relief in the form of a variance to allow rental of U-Haul, propane storage and sale of propane product. He believes these things compliment self storage services.

James Mortensen feels there is not enough information at this time to discuss propane storage. The ordinance requires a setback of 75' and this site is 70' from the nearest lot line and 45' to nearest building.

Petitioner feels the 8'-10' green barrier wall should mitigate this. He is willing to move the tank back 5' to accommodate the 75' setback from the nearest lot line. James Mortensen indicates he's not in favor of having propane sales on that site, that he's not in favor of granting a variance and that he feels there is not enough information.

Dean Tenge concurs and indicates that it doesn't "fit" on this site. Curt Brown concurs. Barbara Figurski feels it's too close to residential area. Teri Olson agrees with that.

Steve Morgan has no issue with propane there, but doesn't feel a variance for propane is something he would support.

Petitioner would plant a longer tree line to help mask any U-Haul vehicles. There could be occasional storage of U-Hauls out front when people dropped them off after hours and left a key in a drop box.

Steve Morgan indicates an amended impact assessment and plan showing dimensions would be required for approval.

There is space in the marquis sign on Grand River to place a U-Haul notation.

James Mortensen indicates no problem with U-Haul being there, but would require clarification regarding space. Petitioner indicates that at maximum, there would be four rental units on the property.

Petitioner inquires whether U-Haul would apply to Ryder, etc., as discussed with the Board. James Mortensen answers in the affirmative.

Barbara Figurski indicates the PIP plan was done in September of '03 – but James Mortensen indicates it did not provide for propane. Additionally, Barbara Figurski inquires whether there will be screening for Gray Road residents.

Steve Morgan suggests that the document drafted should be provided to staff before it's submitted to the Planning Commission.

Gary Markstrom refers to his December 29th letter, wherein propane is addressed. That issue is moot at this point. He is familiar with U-Haul vehicles and believes that they are 10' wide rather than 10' long. He suggests cross-hatching parking area in long strip on the plan to note it. Once the rentals are on the premises, there will be a concern about space between them and building "D". It would not be enough space to permit turns by other vehicles. The 45' distance on the southeast corner may have to be brought back a little bit to permit the rental units to make turns around the back of building "D".

Rob Nesbitt indicates concerns regarding the 50' setback between vehicle and nearest lot line. It's currently approximately 60'. He indicates screening would be desirable at lot line with Gray Road residents, as well.

There will be no maintenance or repairs at the site, other than tire pressure, etc.

A special use permit and environmental impact will be necessary.

Tom Beebe of 1078 Gray Road addresses the Planning Commission. He thanks the Planning Commission for refusing propane. He indicates there has been five U-Haul trucks back there in the past few weeks. He indicates from his home, he can see the petitioner's units clearly. He says the lighting is bright and petitioner indicates that they should be on timers. Chairman Pobuda indicates it's .5 foot candle at night.

William Friend addresses the Commission. He resides on Gray Road, as well. His property line would be near the stored U-Hauls and he addresses his concerns about the screening along the west side of the property being extended if U-Hauls are approved.

Planning Commission disposition of petition

- A. Recommendation regarding special use.
- B. Recommendation regarding impact assessment (dated 12-18-06)
- C. Recommendation regarding sketch plan (dated 12-19-06)

Motion by Steve Morgan to table this at the request of the petitioner. Support by Barbara Figurski. **Motion carried unanimously.**

Administrative Business:

- *Planners report presented by LSL Planners*
- *Approval of November 13, 2006 Planning Commission meeting minutes. Motion by Barbara Figurski, support by Curt Brown. Minutes approved.*
- *Member Discussion. The next meeting will be February 12th, 2007.*

Adjournment: At 9:43 p.m., meeting adjourned.



LSL Planning, Inc.

Community Planning Consultants

February 2, 2007

Planning Commission
Genoa Township
2911 Dorr Road
Brighton, Michigan 48116

Subject: Cedar Closet Self-Storage – Special Land Use Review for Truck Rental Service (Review #2)
Location: 5670 East Grand River Avenue - south side of Grand River Avenue, between Gray Road and Dorr Road
Zoning: IND Industrial District
Applicant: Cedar Investments, LLC
5670 East Grand River Avenue
Howell, MI

Dear Planning Commission:

At the Township's request, we have reviewed the revised special land use application and a "marked up" version of a site plan dated 10/28/04, for new truck rental service for the existing self-storage facility. Based upon the revised submittal, propane gas sales are no longer a part of the request. The site is located on the south side of Grand River Avenue, west of Dorr Road, and is currently zoned IND Industrial District. The request has been reviewed in accordance with the Genoa Township Zoning Ordinance and Master Plan.

A. Summary of Issues

1. The Planning Commission may allow a screen wall in place of the required buffer zone width.
2. The area proposed for truck storage does not appear to be of sufficient size to accommodate the number of moving trucks proposed.
3. The Impact Assessment must be corrected to note special land use approval, as opposed to variance and also to remove all references to propane gas sales.
4. The site plan has been marked up by hand and is lacking in terms of details and information provided. Any additional external site modifications must be shown on the plan.

B. Proposal

The applicant proposes to add truck rental services for the existing Cedar Closet self-storage facility. Accessory outdoor equipment storage is a special land use in the IND. This special land use is also subject to the specific requirements of Sections 8.02.02(a).

C. Special Land Use Review

Section 19.03 of the Zoning Ordinance identifies the general review criteria for Special Land Use applications as follows:

1. **Master Plan.** The Master Plan and Future Land Use Map identify the site and adjacent property to the south and east as Industrial. The intent of the Industrial classification is to develop industrial uses such as research, wholesale and warehouse activities and light industrial operations. The primary use of the site and the proposed accessory special use are consistent with the Industrial classification; however, given that the site is adjacent to residential property to the west, careful consideration must be given to the location and operation of the proposed special land use to ensure compatibility with the goals of the Master Plan.
2. **Compatibility.** The proposed truck rental service is not an uncommon accessory use to an indoor storage facility. Much of the area is industrial in nature, including an outdoor storage facility for boats, and the proposed use will be compatible with this condition. However, there is residential adjacent to the site that could be impacted by the proposal. The proposed special uses must comply with the specific requirements described below so as to not have an adverse impact upon the residential property to the west.
3. **Public Facilities and Services.** The site is served by existing roadways, public facilities and services. The proposed truck rental service is not anticipated to have an impact upon existing public facilities and services.
4. **Impacts.** Because the industrial site is adjacent to residential, there is the potential for adverse impact. The Zoning Ordinance has specific requirements for such uses in terms of their location and design so as to protect surrounding properties. As described in Section D below, the specific requirements will be met, provided the Planning Commission permits the use of a screen wall in lieu of the required buffer zone.
5. **Mitigation.** The Township may require mitigation necessary to limit or alleviate any potential adverse impacts created by the special land use.

D. Specific Use Requirements (truck rental)

Section 8.02.02(a) identifies the following specific requirements for outdoor sales or storage:

- (1) *Minimum lot area shall be one (1) acre.*

The site is 7 acres in area.

- (2) *Any stockpiles of soils, fertilizer or similar loosely packaged materials shall be sufficiently covered or contained to prevent dust or blowing of materials.*

The only items noted for outdoor storage are U-Haul trucks.

- (3) *All outdoor storage areas shall be paved with a permanent, durable and dustless surface and shall be graded and drained to dispose stormwater without negatively impact adjacent property. The Township Board, following a recommendation of the Planning Commission and the Township Engineer, may approve a gravel surface for all or part of the display or storage area for low intensity activities, upon a finding that neighboring properties and the environment will not be negatively impacted.*

The site is paved and complies with this requirement.

- (4) *No outdoor storage shall be permitted in any required yard (setback) of buildings for the district in which the outdoor display, sales or storage use is located. Any approved outdoor sales or display with a parking lot shall meet the required parking lot setback; provided the Planning Commission may require additional landscaping screening or ornamental fencing.*

The site plan indicates that the trucks will be stored in the front yard with an approximate setback of 435 feet from Grand River Avenue. The storage area also provides side yard setbacks of 80 feet, both of which comply with Ordinance requirements. The layout shows a storage area of 10 feet wide by 156 feet deep. The layout also marks off spaces for 8 vehicles. Similar to the comment in our previous review, we do not believe the spaces drawn on the plan are of sufficient size to accommodate 8 moving trucks.

- (5) *The site shall include a building of at least five hundred (500) feet of gross floor area for office use in conjunction with the use.*

The existing facility contains a 1,800 square foot office space in addition to approximately 38,000 square feet of indoor storage space.

- (6) *All loading and truck maneuvering shall be accommodated on-site.*

There appears to be ample room on site to accommodate truck maneuvering; however, the parking spaces shown for the U-Haul trucks do not meet the minimum standards for parallel parking spaces – 9 feet by 23 feet. Considering the typically larger size of moving trucks, we do not believe the space provided is sufficient.

- (7) *All outdoor storage area property lines adjacent to a residential district shall provide a buffer zone A as described in Section 12.02. A buffer zone B shall be provided on all other sides. The Planning Commission may approve a six (6) foot high screen wall or fence, or a four (4) foot high landscaped berm as an alternative.*

The west side of the site is adjacent to residential zoning and must provide a buffer zone A, while the east side must provide a buffer zone B. The site plan identifies an 8-foot wall surrounding the front and west side of the storage area, as well as tree plantings along the side lot line. Neither of the side buffer zones provides the required width, but the number of existing plantings is sufficient to meet the buffer zone requirements. As noted in the Ordinance the Planning Commission may also allow the wall instead of the required buffer zone width and plantings.

(8) *The height of all material and equipment stored in an outdoor storage area shall not exceed the height of any landscape screening, wall or fence. Boats and recreational vehicles may exceed the height of the fence provided that they are setback from the fence a distance equal to their height. Storage of materials up to the height of the adjacent building wall may be permitted in the rear yard if it is illustrated on the site plan, the rear yard does not abut a residential district or face an expressway, and such storage is confined to within twenty (20) feet of the building.*

The storage area is approximately 50 feet from the screen wall along the side lot line. Provided moving trucks are viewed as similar to boats and recreational vehicles, this requirement is met.

E. Impact Assessment

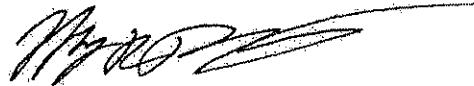
An undated Impact Assessment has been provided with the application. The Assessment notes that the petitioner is seeking variances for the proposed use; however, the truck rental requires special use approval, not a variance. The Assessment has not been updated since propane gas sales were removed from the project. The Assessment should be amended to correct these statements. In summary, the Assessment states that the proposed special land use will not have an adverse impact upon natural features, public services and facilities, or traffic and pedestrians.

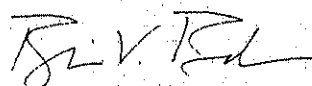
F. Additional Considerations

The plan provided with the submittal has been marked up by hand and does not provide all of the information required for site plan review in accordance with Article 18 of the Zoning Ordinance. The original site plan was approved by the Township in 2003, with an amendment approved in 2004. Any new exterior site improvements, such as lighting, must also be shown on the plan.

Should you have any questions concerning this matter, please do not hesitate to contact our office.

Sincerely,
LSL PLANNING, INC.


Jeffrey R. Purdy, AICP
Partner


Brian V. Borden, AICP
Project Planner II



TETRA TECH, INC.

January 30, 2007

Mr. Michael Archinal
Genoa Township
2911 Dorr Road
Brighton, MI 48116

**Re: Cedar Closet – Truck Rental Revision
Special Land Use Application**

Dear Mr. Archinal:

As requested, we have reviewed the above referenced special land use application for Cedar Investments, L.L.C., prepared by Robert L. Akouri. The site is located on the south side of Grand River between Dorr and Gray Roads. The petitioner is requesting approval to provide truck rental service on the existing storage facility site. We offer the following comments for your consideration:

TRAFFIC

1. The site plan has been revised to identify the north side of the parking lot for parking the U-Haul trucks. The petitioner should demonstrate that adequate access to storage building A can be maintained.
2. We have assumed that the U-Haul trucks will be comparable to a Design Single Unit Truck (SU) size vehicle (30-feet long, 8.5-feet wide, single axle). It appears an SU size vehicle will be able to access the site. However, the area currently identified for U-Haul parking appears to impede turn movements for "SU" size vehicles on the northwest portion of the parking lot.

DRAINAGE AND GRADING

3. The petitioner is not proposing an increase the existing impervious surfaces on site therefore no modifications are necessary to the existing storm sewer system and detention pond.

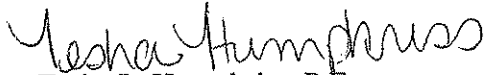
UTILITIES

4. Municipal sanitary sewer and water services are currently provided for the existing office building that will be utilized for the proposed truck rental use.

Mr. Michael Archinal
Special Land Use Application
January 30, 2007
Page 2

We recommend that the Township consider the above issues before taking action on this special land use application

Sincerely,



Tesha L. Humphriss, P.E.
Project Engineer

:cpl
123-12736-07-010

copy: Mr. Gary McCririe, Genoa Township Supervisor
Mr. Robert L. Akouri, 5670 E. Grand River, Howell, MI 48843

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HOWELL AREA FIRE DEPARTMENT

FIRE MARSHAL DIVISION

1211 W Grand River

Howell, MI 48843

517-546-0560

Fax: 517-546-6011

To: Amy Ruthig **Date:** January 29, 2007
Company: Genoa Twp **Pages:** 1, including this cover sheet.
VIA: E-Mail
From: Les Rodwell, Fire Marshal
Subject: Cedar Closet Truck rental site plan, Genoa Township

COMMENTS:

I have reviewed the above listed site plan which was for truck rental only and I find that it is **satisfactory** as presented, which included no propane sales.

Any changes in this site plan shall be submitted to the Howell Area Fire Department for additional approval. If there is anything further that you need, please feel free to give me a call.

**SITE PLAN REVIEW AND IMPACT STATEMENT
CEDAR INVESTMENTS, L.L.C. HOWELL, MICHIGAN**

I. Name and address of person responsible for preparation:

Robert L. Akouri, Corporate Counsel for Cedar Investments, L.L.C. Mr. Akouri's business office is 6528 Schaefer Road, Dearborn, MI 48126. Business telephone number is (313) 584-1404; fax number (313) 584-1485. Mr. Akouri has practiced law for no less of fifteen (15) years and is intimately familiar with the subject address.

The Petitioner is seeking a variance for the property more commonly known as: 5670 East Grand River, Howell, Michigan, 48843. The Petitioner is seeking a variance allowing the U-Haul services at the already existing storage facility which encompasses the 2/3rd's of the ten (10) acre lot. The front 1/3 of the property butting up to the Grand River (just south of Grand River) adjacent to the commercial property is an additional seven (7) acres which are zoned industrial. The subject ten (10) acres rectangular lot is already partially developed with a driveway coming off of Grand River and going south toward the industrial property is already developed with a storage facility on the industrial portion of the subject location.

II. Map and written description/analysis of the Project Site:

The Petitioner is seeking a variance allowing U-Haul trucking and rental services at the already existing industrial portion of the property.

a). U-Haul Services

Petitioner is seeking a variance by way of a truck rental services at the subject location. Petitioner has already spoken to U-Haul and U-Haul will team up with the storage facility business. An infrastructure and office already exist at the subject industrial portion of the property. U-Haul services will be implemented at the subject address and there will be no need for additional development of the subject property. Coupled with the U-Haul offices, Petitioner will be taking on and renting out U-Haul trucks, trailers and equipment. All parking of the equipment will be against the Northern most portion of the developed industrial property. All U-Haul parking will run parallel to Building A. **(As indicated in the site plan that is attached)**

All residential property to the North of the subject property has trees and shrubby and **Petitioner shall plant an additional Four (4) Trees will be planted along the fence as required by this Honorable Committee.** An eight (8) foot green wall has already been erected which prevents access and view of the subject development. Coupled with the eight (8) foot wall is natural shrubbery and burn which bars both view and noise level of the current existing establishment. Said natural and man made burn will continue to assist in reduction of the noise level and view of the intended variances which Petitioner is seeking.

III. Impact of natural features:

Proposed area is already established with an asphalt parking lot. No impact of nature features is anticipated.

IV. Impact on storm water management:

The current existing location has an already established water management self retention pond. As said is already been developed and no grading is needed. No soil will be affected and no soil erosion is anticipated.

V. Impact on surrounding land use:

The current existing locations on an area already approved for industrial use. Use of the proposed site at this time is permanent in nature. No further impact of the surrounding land is anticipated at this time.

VI. Impact on public facilities and services:

Current site is on an area approved for industrial use. Use of the proposed site is intended in nature and no impact on public facilities and services are anticipated at this time.

VII. Impact on public utilities:

Current site is on an area already approved for industrial use. Use of the proposed site at this time permanent in nature and no impact on public utilities is anticipated at this time.

VIII. Storage and handling of any hazardous materials:

No hazardous materials will be stored or displayed at the proposed area. U-Haul services will not negatively impact the subject location.

IX. Impact on traffic and pedestrians:

Current site is an open approved for commercial services; use of the proposed site is permanent. No emergency entrances or exists will be blocked by U-Haul trucks, Already existing handicapped access exits and therefore no impact of traffic or pedestrians beyond current zoning approval is anticipated.


X. Special provisions:

Current site approved for industrial use. Display of U-Haul logo will be placed on the skin of the already existing sign abutting Grand River. No other deed restrictions, protective convents, master deed or association bylaws prohibits the

above variance. The maximum number of trucks or trailers at any given time shall not exceed eight (8) at one (1) time in the outside parking and any repairs to the trucks or trailers shall be completed within a forty-eight (48) hours of arrival at the site. Only minor repairs and maintenance type of repairs may be carried out.

MEMORANDUM

TO: Township Board

FROM: Michael Archinal, Manager 

DATE: 2/16/07

RE: Personnel Manual Changes

The Administrative Committee has discussed and recommends the following changes to the Genoa Charter Township Personnel Manual.

- A. Change all references from, "Genoa Township" to, "Genoa Charter Township."
- B. Revise Page 11 paragraph (K) as follows:

K. MEDICAL/HOSPITAL INSURANCE

Effective ~~05-07-90~~ 03-06-07 all regular full-time employees and Township officers (Supervisor, Clerk and Treasurer) are eligible for individual, two person, or family medical and hospital coverage after 45 days of employment, unless the same carrier previously covered the employee and a transfer can be made. Township officers and regular full time employees who choose to waive coverage will receive \$5,000 compensation per year. This sum shall be paid in equal installments contemporaneous with the employee's or officer's regular pay period.

1. The specific terms and conditions of the medical and hospital insurance, including eligibility requirements, will be governed by the applicable contracts and/or benefit plans. If there is any conflict between the terms of this Employee Handbook and the terms of those other plan documents and/or contracts, the latter will control.
2. Township officers and full time employees may only be allowed to change their status due to a qualifying event such as a birth, death, divorce or loss of other insurance. Any change to the insurance coverage of any employee of the Township must be reviewed and approved by the Administrative Committee before such change takes place.

C. Revise Page 17 paragraph (3) as follows:

3. Unused ~~and~~ personal leave ~~days~~ time may be accumulated up to a total of ~~30~~ days 240 hours.

D. Delete page 18 paragraph 11 and replace it with a new paragraph:

~~11. Disability leave pay and personal leave pay will be computed in the same manner as vacation and holiday pay.~~

11. An employee who has accumulated 240 hours of personal leave will be compensated at a rate of half-pay for any unused personal leave time in excess of 240 hours at the end of each fiscal year.

E. Revise page 18 paragraph 12 as follows:

Upon voluntary separation, employees will be compensated at a rate of half-pay for any unused disability leave/personal leave days, provided the employee has given two weeks written notice. In all other circumstances except death (as described in paragraph F), upon separation from employment, employees will not be compensated for any unused disability/personal leave days.

Please consider the following motion:

Moved by _____, supported by _____ to adopt the changes to the Genoa Charter Township Personnel Manual as recommended by the Administrative Committee.

Request approval for an impact assessment and site plan for an architectural change to a previously approved site plan located at 7000 W. Grand River, Sec. 14, petitioned by Paul Esposito.

The following would be appropriate:

Moved by: _____, Supported by: _____ for approval for either brick or integrally colored split face block consistent with the color scheme and elevation submitted, subject to review by staff.

Moved by, _____, Supported by: _____ for approval of the site plan changes, subject to the following:

1. The materials will not be painted, but will be a product with a natural integrated color in lieu of the brick

ATTN: Amy

Grand River Plaza

RECEIVED

DEC 13 2006

GENOA TOWNSHIP APPLICATION FOR SITE PLAN REVIEW

TO THE GENOA TOWNSHIP PLANNING COMMISSION AND TOWNSHIP BOARD:

APPLICANT NAME & ADDRESS*: PAUL ESPOSITO 51480 ORO DR SHELBY TWP. MT 4031

OWNER'S NAME & ADDRESS:- BILL JOHNS 7207 W. GRAND RIVER

SITE ADDRESS: 7000 W. GRAND RIVER PARCEL #(s):

APPLICANT PHONE: 586 228 8005 OWNER PHONE: 819 523 - 3446

LOCATION AND BRIEF DESCRIPTION OF SITE: 586 228 - 8040 FAX

ADDENDUM

BRIEF STATEMENT OF PROPOSED USE:

SPLIT FACE BLOCK IN REAR OF BUILDING

THE FOLLOWING BUILDINGS ARE PROPOSED:

ADDENDUM

I HEREBY CERTIFY THAT ALL INFORMATION AND DATA ATTACHED TO AND MADE PART OF THIS APPLICATION IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

BY: [Signature]

ADDRESS: 51480 ORO DRIVE, SHELBY TWP. MT 40315

* If applicant is not the owner, a letter of Authorization from Property Owner is needed.

Contact Information - Review Letters and Correspondence shall be forwarded to the following:
Name: SHAWN QUINN of THE LEXOR GROUP Business Affiliation: at (586) 228-8040 Fax No.

FEE EXCEEDANCE AGREEMENT
As stated on the site plan review fee schedule, all site plans are allocated two (2) consultant reviews and one (1) Planning Commission meeting. If additional reviews or meetings are necessary, the applicant will be required to pay the actual incurred costs for the additional reviews. If applicable, additional review fee payment will be required concurrent with submittal to the Township Board. By signing below, applicant indicates agreement and full understanding of this policy.
SIGNATURE: [Signature] DATE: 12-19-06
PRINT NAME: SHAWN QUINN PHONE: 586-228-8005
ADDRESS: 51480 ORO DRIVE, SHELBY TWP., MT 40315

**GENOA CHARTER TOWNSHIP
PLANNING COMMISSION
WORK SESSION
FEBRUARY 12, 2007
6:30 P.M.
AGENDA**

CALL TO ORDER: At 6:30 p.m., the work session of the Genoa Township Planning Commission was called to order. Present constituting a quorum were Chairman Don Pobuda, Dean Tenge, Barbara Figurski, Curt Brown, Jim Mortensen and Steve Morgan. Also present were Mike Archinal, Township Manager, Jeff Purdy of LSL Planning and Tesha Humphriss of Tetra Tech.

APPROVAL OF AGENDA: Upon motion by Barbara Figurski and support by James Mortensen, the agenda was approved as submitted. **Motion carried unanimously.**

DISCUSSION: of Agenda items of the regular meeting of the Planning Commission

DISCUSSION: of general items

ADJOURNMENT: The work session of the Genoa Planning Commission was adjourned at 6:58 p.m.

**GENOA TOWNSHIP
PLANNING COMMISSION
PUBLIC HEARING
FEBRUARY 12, 2007
7:00 P.M.
AGENDA**

DRAFT

CALL TO ORDER: The meeting was called to order at 7:02 p.m. Present constituting a quorum for conducting business were: Chairman Don Pobuda, Dean Tenge, Curt Brown, James Mortensen, Barbara Figurski, and Steve Morgan. Also present were Mike Archinal, Township Manager, Jeff Purdy of LSL Planning and Tesha Humphriss of Tetra Tech.

PLEDGE OF ALLEGIANCE: The Pledge of Allegiance was recited, followed by a moment of silence.

APPROVAL OF AGENDA: Upon motion by Barbara Figurski and support by James Mortensen, the agenda was approved as submitted. **Motion carried unanimously.**

CALL TO THE PUBLIC: *(Note: The Board will not begin any new business after 10:00 p.m.)*

OPEN PUBLIC HEARING # 1... Review of impact assessment and site plan for an architectural change to a previously approved site plan located at 7000 W. Grand River, Sec. 14, petitioned by Paul Esposito.

Petitioner was present by Paul Esposito. Bill Johns and Steve Stone, the owners of the property, were present as well. A color concept drawing was presented pursuant to the Planning Commission's previous request. Petitioner indicates colored block is difficult to obtain right now due to weather conditions. Petitioner has an alternative to present – a block that is painted and then sealed. Petitioner shows materials he proposes to use. Chairman Pobuda and Jeff Purdy indicate that the Planning Commission does not generally approve painted surfaces since it does not comply with architectural requirements.

Planning Commission disposition of petition

- A. Recommendation regarding impact assessment
- B. Disposition regarding site plan

Motion by James Mortensen that a recommendation be made to the Township Board regarding the impact assessment provided at the meeting of January 8, 2007 be denied. Support by Barbara Figurski. Motion rescinded by James Mortensen and Barbara Figurski.

Motion by James Mortensen that the recommendation be made to the Township Board for either brick or integrally colored split face block consistent with the color scheme and elevation presented this evening, subject to review by staff.

Motion by James Mortensen that a recommendation be made to the Township Board for approval of the site plan changes, subject to the following:

1. The materials as presented this evening will not be painted, but will be a product with a natural color in lieu of the brick;
2. The rendering presented this evening will become property of the township.

Support by Steve Morgan. **Motion carried unanimously.**

OPEN PUBLIC HEARING #2... Review of special use, impact assessment and sketch plan for leasing and rental of truck and trailers, including outdoor storage and display of vehicles and for the outdoor display, sales, and storage of propane, located at 5670 E. Grand River, Sec.10, petitioned by Cedar Investments, L.L.C.

Petitioner present by Robert Akouri and Bill Rains, territorial manager of U-Haul. Petitioner addresses the Planning Commission's concerns regarding parking of vehicles and barriers at the property lines.

Bill Raines suggests that at maximum, 10 U-Haul trucks could be parked at the premises. Inventory could be tracked through the regional office to protect Petitioner from an on-site inventory that exceeds what the Planning Commission permits. The trucks are repaired on-site by a mobile mechanic or at the main repair shop in Inkster, Michigan.

Motion carried unanimously.

CALL TO THE PUBLIC: (Note: The Board will not begin any new business after 10:00 p.m.)

ELECTION OF OFFICERS: Kelly VanMarter calls for a motion for election of officers. James Mortensen calls that all current officers be re-elected. Support by Steve Morgan. **Motion carried unanimously.**

OPEN PUBLIC HEARING # 1...Review of sketch plan for two wall signs for Genoa Medical Building located at 2300 Genoa Business Park Drive, Sec. 13, petitioned by Rand Construction Engineering.

John Eckstein of Lindhout & Associates, Association Drive, Brighton speaks on behalf of petitioner. He requests two wall signs to represent medical center. He feels that the signs are needed for clarity for patients/users. It will be attached directly to brick and will not be illuminated.

Gary Markstrom and Rob Nesbitt both indicate no issues with this request.

Planning Commission disposition of petition

A. Disposition of sketch plan.

Motion by James Mortensen that the Planning Commission approve two signs, not to exceed 100 sq ft total between them both, as shown in the sketch plan presented at the meeting this evening. Support by Barbara Figurski. **Motion carried unanimously.**

OPEN PUBLIC HEARING #2...Review of sketch plan for an additional wall sign for Buffalo Wild Wings located at 900 S. Latson Road, Sec. 5, petitioned by Buffalo Wild Wings.

No one is present on behalf of petitioner.

Planning Commission disposition of petition

A. Disposition of sketch plan.

Motion by James Mortensen to table this matter since no one is present. Support by Barbara Figurski. **Motion carried unanimously.**

OPEN PUBLIC HEARING #3...Review of impact assessment and site plan for an architectural change to a previously approved site plan located at 7000 W. Grand River, Sec. 14, petitioned by Paul Esposito.

Paul Esposito of Lexor Group representing JWS and Steve Stone, owner of Grand River Plaza present to address the Planning Commission. They request an amendment to the site plan previously approved by the Planning Commission. The request is to change the façade to replace the planned brick with split coarse block. Samples are presented for review by the Planning Commission. This block doesn't require painting and comes in various colors. It is maintenance free. This would allow them a savings of \$120,000 - \$130,000. The cost overrun is already approximately half a million dollars. They are requesting to run the split faced block all the way to the top of the building, rather than the lower portion only. This would tie in aesthetically with the plans as they exist for the sides and front of the building. The mortar will be a colored mortar.

Steve Morgan inquires if the banding would still exist. Mr. Esposito indicates that he could still do the banding by using two different tones.

Gary Markstrom adds nothing from the engineering standpoint.

Rob Nesbitt indicates his only concern was the banding, as well.

James Mortensen inquires if the landscaping planned would break up the view of a large wall. Petitioner indicates over a hundred to a hundred and twenty-five thousand dollars worth of landscaping is planned. Rob Nesbitt indicates the landscaping is sufficient.

Curt Brown indicates he believes a lot of the building will be visible from Grand River.

The Planning Commission suggests that the materials are fine, but the banding and mortar joints must match the same color of material. The banding on top will be an 8" band of cream color.

Rob Nesbitt asks about the truck well versus overhead door. There was an error in the architectural plan and the intent is to be a truck well, which was already approved by the Planning Commission.

Rob Nesbitt inquires about the lighting changes in the amended elevation drawing. Petitioner will have the lighting corrected in the amended drawings and will provide those to the Township. Also, a sample fixture will be provided.

Teri Olson asks if there are 5 fixtures that are being removed – petitioner indicates no, there have been no changes like that. Kelly VanMarter indicates that, in fact, it's an addition of 5 that weren't shown on the plan.

Petitioner indicates that the shared access agreement with Kil's Karate has been provided to the Township.

Planning Commission disposition of petition

- A. Recommendation regarding impact assessment (dated 12-13-06)
- B. Disposition regarding site plan (dated 12-13-06)

Motion by James Mortensen that the hearing on site plan change be tabled at the request of the petitioner. Support by Barbara Figurski. **Motion carried unanimously.**

OPEN PUBLIC HEARING # 4... Review of special use, impact assessment and site plan for a 61,600 sq. ft. medical office and retail building located at 7526 W. Grand River. Sec. 13, petitioned by Talon Development Group, LLC.

Petitioner present by John Donoville, vice president of Talon Development Group, Bloomfield Hills, Michigan. Also present are: Joe Newood of Cunningham, Farmington Hills, Michigan; Emily McKinnon of P.E.A. of Howell, Michigan; and Chip Faudie of Gilwood, Farmington Hills, Michigan.

Petitioner presents plans for a medical office and retail building next to Brighton Athletic Club. It's a four sided building. There is no intention on the part of the owner to split the property in the future. He realizes that a future split due to hardship would be self-imposed and therefore, he wouldn't qualify.

The underlying property beneath B.A.C. is being sold to Talon.

The petitioner has been working with D.E.Q. already regarding any potential wetland issues and anticipates permission to use the existing detention pond but there will be a few minor modifications to the outlet.

Emily McKinnon addresses the Planning Commission regarding engineering issues. Various specifics are pointed out, such as dumpster placement, overflow parking, loading areas, etc. It is anticipated that there would only be a need for short term delivery trucks. The site is approximately 9' lower than Grand River. Soil borings were performed on the property at an earlier time and were satisfactory. Sidewalks will be built. A sediment unit will be used to pre-treat the water before entering the existing basin. Maintenance plans for the unit will be provided to the Township. Re-grading around the basin will not be necessary due to minimum disturbance in that area. The drive alignment is as exists, but it will be widened. There will be minor changes to the timing of the traffic light.

Chip Faudie addresses the Planning Commission. He describes the building as two stories, real brick facing, cast stone accenting. Cast stone is an artificial material made by cement & resin meant to look like limestone. It will be red brick with bronze window frames and canopies will be aluminum. The entire 2nd floor



LSL Planning, Inc.

Community Planning Consultants

January 2, 2007

Planning Commission
Genoa Township
2911 Dorr Road
Brighton, Michigan 48116

Subject: JWS Retail Center Architectural Modifications – Site Plan Review #1
Location: 7000 West Grand River Avenue - southwest corner of Grand River Avenue and Hubert Road
Zoning: NSD Neighborhood Service District
Applicant: JWS, LLC
7207 West Grand River Avenue
Brighton, MI

Dear Planning Commission:

At the Township's request, we have reviewed the revised elevation drawings for the JWS Retail Center project. The plan dates on the first drawing have been cut off on the copy received by our office. The applicant should provide the Township with a revised set of plans that clearly identify the plan dates to ensure accurate record keeping and zoning enforcement. The site is located on the southwest corner of Grand River Avenue and Hubert Road, and is currently zoned NSD Neighborhood Service District. The request has been reviewed in accordance with the Genoa Township Zoning Ordinance.

A. Summary of Issues

1. Planning Commission approval is required for the proposed change in building material from brick to split faced block.
2. The change from a truck well to an overhead door may alter the approved site plan. The applicant must clarify this situation.
3. The revised elevation drawings include wall mounted lighting that was not part of the approved site plan. A revised photometric plan and fixture cut sheets must be provided.

B. Proposal

The applicant previously received special land use and site plan approval to construct a new 38,160 square foot retail and office center. The approval included a 24,670 square foot furniture store, 5,080 square feet of general retail and 8,410 square feet of general office use. The current request relates only to the building elevations, which the applicant proposes to modify. More specifically, the applicant requests the use of split face block as the primary material for the rear façade. The previously approved plans used brick veneer as the primary material for the rear elevation. Section 18.10.06 of the Zoning Ordinance states that changes of building materials to

another of higher quality may be reviewed and approved by the Zoning Administrator; however, in this instance the proposed change is to a material considered to be of lower quality than that previously approved. Therefore, Planning Commission approval is required.

C. Site Plan Review

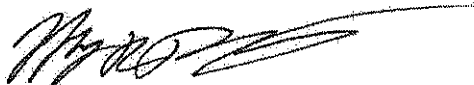
- 1. Building Elevations.** The revised building elevation drawings propose changes to the rear façade. More specifically, the applicant proposes to change the primary material from brick veneer to split faced scored concrete block. The revised elevation drawing also provides an overhead door for the area that was previously identified as a truck well. It is unclear whether this change will also alter the approved site plan. The applicant must clarify this situation. Several of the canopies along the front and side elevations have also been removed on the revised plans.

The purpose of using brick veneer on the rear elevation was to provide a better building appearance due to visibility from Grand River Avenue. This was a major point of each of our three site plan review letters for the project and also as part of the Planning Commission discussion during site plan review. The applicant has not included any rationale for the proposed modification. With no additional rationale, we do not feel that the revised plans are an appropriate modification from the approved site plan. Planning Commission approval is required for the proposed architecture, including materials and colors.

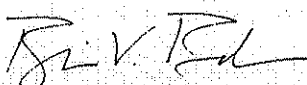
- 2. Exterior Lighting.** The revised elevation drawings identify five wall mounted light fixtures that do not appear on the approved site plan. The new fixtures will change the photometric plan that is part of the approved site plan. The applicant must provide a revised photometric plan and fixture cut sheets for the lighting modifications.

Should you have any questions concerning this matter, please do not hesitate to contact our office.

Sincerely,
LSL PLANNING, INC.



Jeffrey R. Purdy, AICP
Partner



Brian V. Borden, AICP
Project Planner II

Kelly

From: Humphriss, Tesha L. -- Tetra Tech [tesha.humphriss@tetratech.com]
Sent: Monday, December 18, 2006 11:23 AM
To: Kelly
Subject: JWS Retail Architectural Changes

Kelly,

I have reviewed the proposed architectural changes to the JWS Retail site. In summary the petitioner is proposing split face block in the rear of the building. This architectural change has no impact on the engineering issues associated with the approved site plan.

Tesha L. Humphriss, P.E.
Project Engineer
Tetra Tech, Inc.
(810) 225 - 8450 direct
(810) 220 - 0094 fax
tesha.humphriss@ttmps.com

12/28/2006

Date Issued:

Revised Use: 12/21/06
Revised: 12/12/06
Bid & Permit: 8/24/06
S.P.A.: 7/21/06
S.P.A.: 6/12/06
S.P.A.: 6/05/06
S.P.A.: 5/10/06

Project:
Proposed Retail/ Office
Facility For:

Grand River
Plaza

Grand River / Hubert Rd.
Genoa Township, MI

Client:

JWS, L.L.C.
7207 W. Grand River
Brighton, MI 48114

Sheet Title:
ELEVATIONS

Project Number:
C06-141

Drawn By:
C.G.

Checked By:
F.S.

Issue:

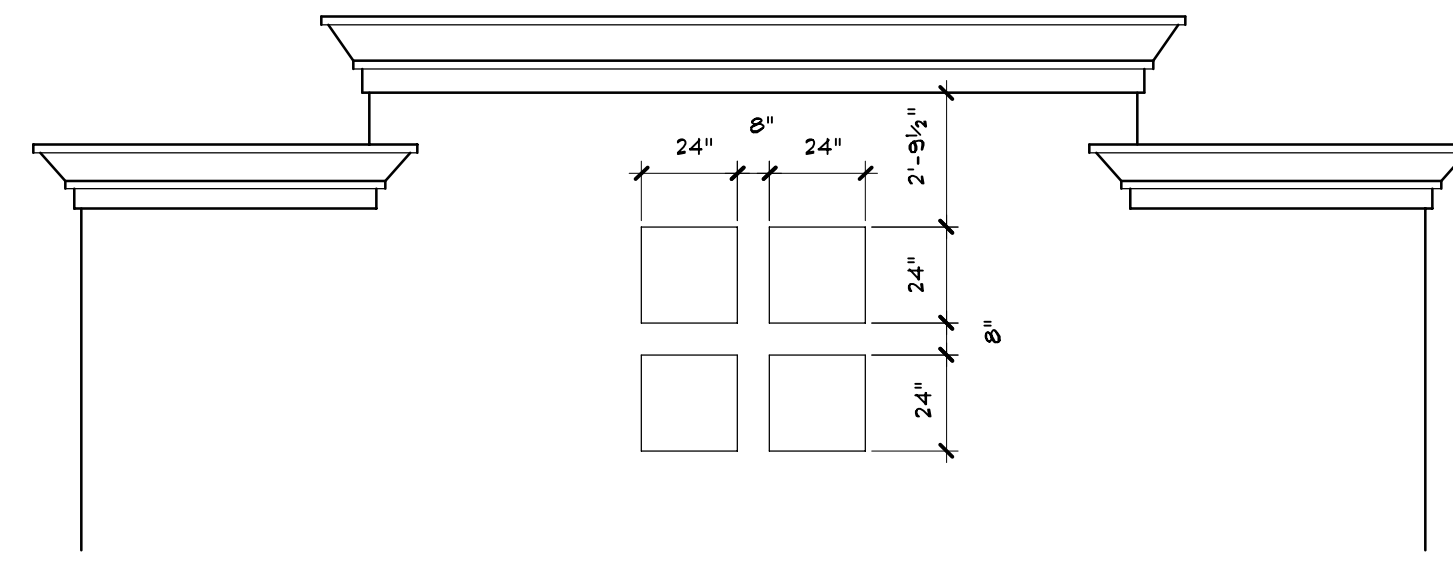
- preliminary
- construction
- record

Sheet Number:

DETAIL NUMBER
LOCATION SHEET

masonry specifications:

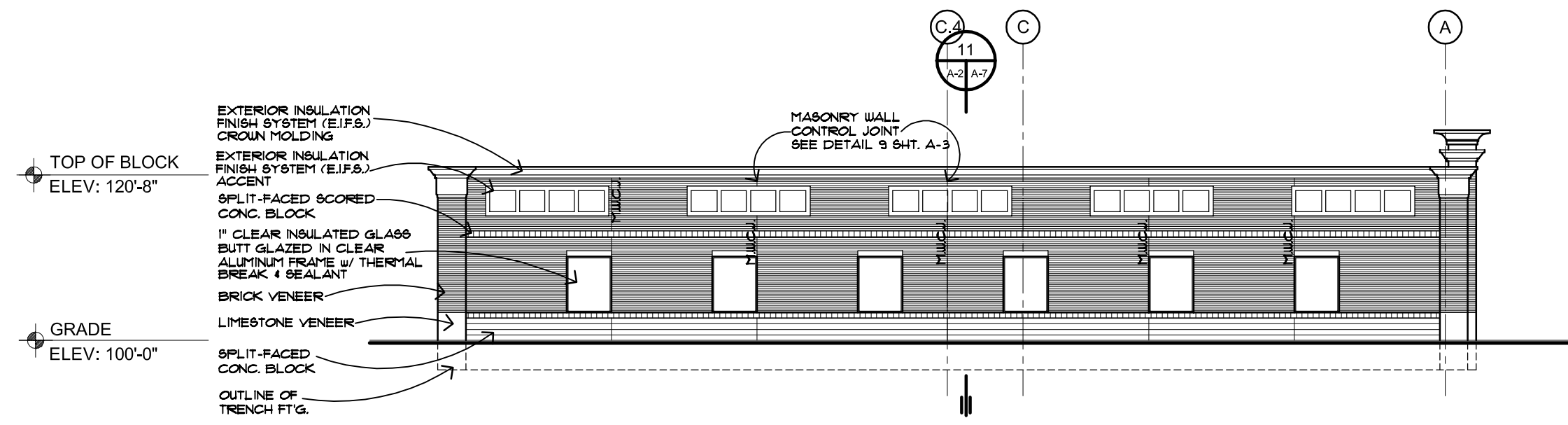
1. ALL MASONRY WORK SHALL BE IN ACCORDANCE WITH A.C.I. 530-92, AND SPECIFICATIONS FOR MASONRY STRUCTURES A.C.I. 530.1-92. CONCRETE MASONRY UNITS SHALL CONFORM TO ASTM C-90, GRADE N, TYPE I FOR HOLLOW CONCRETE MASONRY UNITS, AND ASTM C49, GRADE N, TYPE I FOR SOLID CONCRETE MASONRY UNITS. BRICK SHALL MEET THE LATEST REVISIONS OF ASTM C216, GRADE S&U.
2. ALL MORTAR SHALL CONFORM TO ASTM C270, TYPE M OR S, MINIMUM COMPRESSIVE STRENGTH FC=1800 PSI AT 28 DAYS.
3. ALL CONCRETE MASONRY UNITS SHALL HAVE A MINIMUM FRESH STRENGTH OF 1500 PSI.
4. EXPANSION JOINTS FOR BRICK MASONRY SHALL BE PLACED AT 20' TO 30' O.C. MAXIMUM.
5. CONTROL JOINTS FOR CONCRETE MASONRY SHALL BE PLACED AT 30' O.C. MAXIMUM, UNO.
6. ALL CONCRETE BLOCK WALLS SHALL HAVE 'DUR-O-WAL' OR EQUIVALENT TRUSS-TYPE HORIZONTAL REINFORCING INSTALLED AT EVERY OTHER COURSE. HORIZONTAL WIRE REINFORCEMENT SHALL BE #9 GA. WIRE WITH ASTM A641 GALVANIZED COATING UNLESS NOTED OTHERWISE. WALLS WITH VERTICAL REINFORCEMENT SHALL HAVE ONLY 'LADDER' TYPE REINFORCEMENT. DO NOT EXTEND HORIZONTAL REINFORCING THROUGH CONTROL JOINTS.
7. INSTALL VERTICAL REINFORCING (AS NOTES OF PLANS) IN THE CENTER OF BLOCK CORES AND GROUT IN MAXIMUM OF FOUR FOOT HEIGHTS. ALL REINFORCING STEEL SHALL BE ASTM A618 GRADE 60. LAP AND TIE BAR SPLICES SHALL BE PLACED IN ACCORDANCE WITH A.C.I. 530-92, SECTION 8.5.11.
8. ALL BRICK WORK SHALL HAVE PROPER TIES TO THE STRUCTURE IN ACCORDANCE WITH THE MOST RECENT SPECIFICATIONS OF THE BRICK INSTITUTE OF AMERICA.
9. THE MASONRY CONTRACTOR IS SOLELY RESPONSIBLE FOR THE DESIGN AND INSTALLATION OF ALL TEMPORARY SHORING AND FALSE WORK REQUIRED TO WITHSTAND WIND LOADS AND TEMPORARY CONSTRUCTION LOADS. ALL WORK PERFORMED SHALL BE IN ACCORDANCE WITH ALL OSHA REQUIREMENTS.
10. ALL BEAMS BEARING ON MASONRY WALLS SHALL HAVE A 1 1/2" X 1 1/2" X 1/8" BEARING PLATE WITH TWO 1/2" DIAMETER X 12" LONG ANCHOR BOLTS, UNO. THE TOP THREE COURSES OF BLOCK BELOW THE BEARING SHALL BE GROUTED SOLID.
11. ALL LINTELS BEARING ON MASONRY SHALL HAVE 12" MINIMUM BEARING AT EACH END. STEEL BEAM LINTELS SUPPORTING MASONRY FROM THE BOTTOM FLANGE SHALL HAVE A CONTINUOUS 5/8" STEEL PLATE WELDED TO THE BOTTOM FLANGE AS REQUIRED.



E.I.F.S. detail

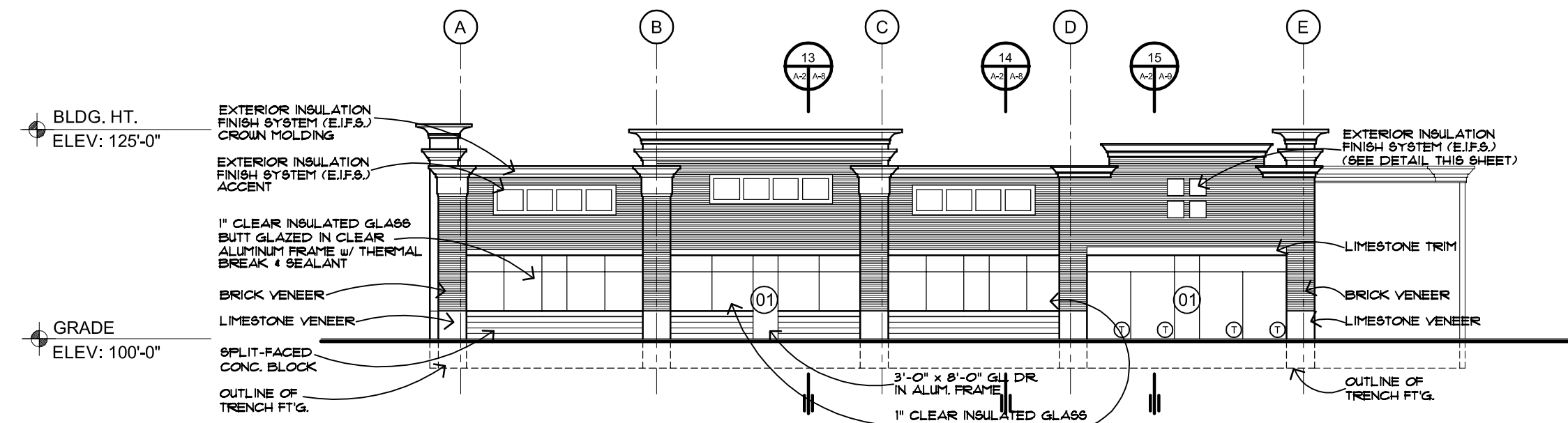
1/4"=1'-0"

building materials	
VINYL CANOPY	GRASS GREEN
ALL EIFS SURFACES	MATCH STONE
BRICK VENEER	'CABINET' COLOR
ALUM. WINDOW FRAME	CLEAR
STONE VENEER	'NATURAL' COLOR



side (south) elevation

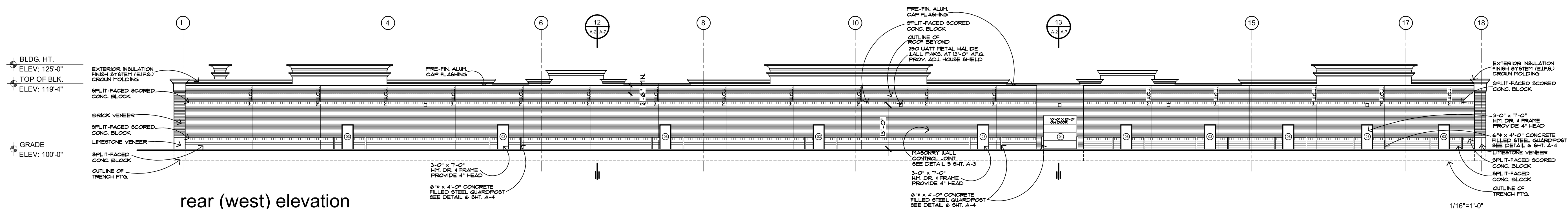
1/16"=1'-0"



side (north) elevation

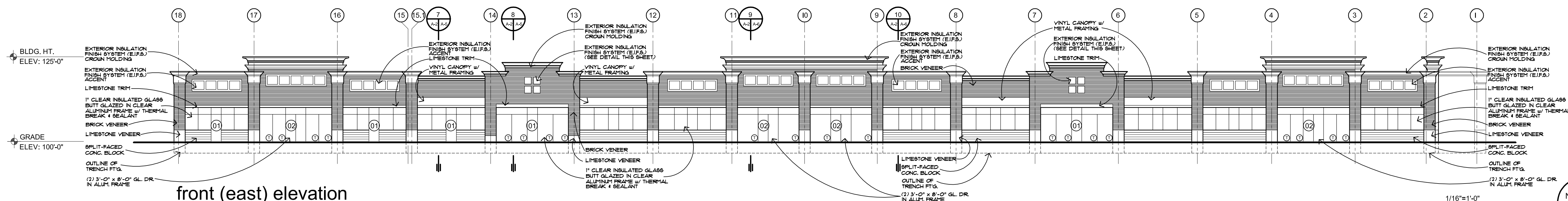
1/16"=1'-0"

NOTE:
PROVIDE GLASS II SAFETY GLAZING IN ALL GLAZED PANELS ADJ. TO DOORS



rear (west) elevation

1/16"=1'-0"



front (east) elevation

1/16"=1'-0"

NOTE:
PROVIDE GLASS II SAFETY GLAZING IN ALL GLAZED PANELS ADJ. TO DOORS

Permit for Fireworks Display
 Michigan Department of Labor & Economic Growth
 Bureau of Fire Services
 P.O. Box 30700
 Lansing, MI 48909
 517-241-8847

Authority: Compliance: Penalty:	1988 PA 358 Required Misdemeanor	The Department of Labor & Economic Growth will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, marital status, disability, or political beliefs. If you need assistance with reading, writing, hearing, etc., under the Americans with Disabilities Act, you may file your needs known to this agency.
---------------------------------------	--	--

This permit is not transferable. Possession of this permit authorizes the herein named person to possess, transport and display fireworks in the amounts, for the purpose of and at the place listed below only.

<input checked="" type="checkbox"/> Public Display		<input type="checkbox"/> Agricultural Pest Control	
ISSUED TO JOHN FLETCHER		AGE (18 or over) 44 yrs	
ADDRESS 251 ARGENTINE			
NAME OF ORGANIZATION, GROUP, FIRM OR CORPORATION LIBERTY TAX SERVICE			
ADDRESS 4072 EAST GRAND RIVER, HOWELL, MI 48843			
NUMBER AND TYPES OF FIREWORKS 65 LBS. FIRECRACKERS 12,000 ↗ TWELVE THOUSAND			
EXACT LOCATION OF DISPLAY 4072 EAST GRAND RIVER			
CITY, VILLAGE, TOWNSHIP HOWELL, MI		DATE MARCH 10TH 2007	TIME 5:00 PM
BOND OR INSURANCE FILED <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		AMOUNT	

Issued by action of the	<input type="checkbox"/> council	<input type="checkbox"/> commission	<input type="checkbox"/> board of
<input type="checkbox"/> city	<input type="checkbox"/> village	<input type="checkbox"/> township of _____	on the _____ day of _____
_____ 20 _____			
(Signature and Title of Council/Commission/Board Representative)			

Application for Fireworks Display Permit
 Michigan Department of Labor & Economic Growth
 Bureau of Fire Services
 P.O. Box 30700
 Lansing, MI 48909
 517-241-8847

Authority: 1968 PA 358 Compliance: Voluntary Penalty: Permit will not be issued	The Department of Labor & Economic Growth will not discriminate against any individual or group because of race, sex, religion, age, marital origin, color, marital status, disability, or political beliefs. If you need assistance with reading, writing, hearing, etc., under the Americans with Disabilities Act, you may make your needs known to this agency.
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<input checked="" type="checkbox"/> Public Display <input type="checkbox"/> Agricultural Pest Control		DATE OF APPLICATION 2-27-07
NAME OF APPLICANT John Fletcher		ADDRESS 251 ARGENTINE
IF A CORPORATION, NAME OF PRESENT		ADDRESS 251 ARGENTINE
IF A NON-RESIDENT APPLICANT, NAME OF MICHIGAN ATTORNEY OR RESIDENT AGENT		ADDRESS 251 ARGENTINE
NAME OF PYROTECHNIC OPERATOR SELF		ADDRESS 251 ARGENTINE
NO. YEARS EXPERIENCE	NO. DISPLAYS	WHERE 44
NAME OF ASSISTANT		ADDRESS AGE
NAME OF OTHER ASSISTANT		ADDRESS AGE
EXACT LOCATION OF PROPOSED DISPLAY 4072 EAST GRAND RIVER HOWELL, MI. 48843		
DATE OF PROPOSED DISPLAY SATURDAY MARCH 10TH		TIME OF PROPOSED DISPLAY 5:00 PM
NUMBER OF FIREWORKS 65 pounds	KIND OF FIREWORKS TO BE DISPLAYED FIRECRACKERS/SPARKS	
MANNER AND PLACE OF STORAGE PRIOR TO DISPLAY (Subject to Approval of Local Fire Authorities)		
AMOUNT OF BOND OR INSURANCE (To be set by local government) N/A		NAME OF BONDING CORPORATION OR INSURANCE COMPANY N/A
ADDRESS OF BONDING CORPORATION OR INSURANCE COMPANY		
SIGNATURE OF APPLICANT		

Adam

From: Martin DeLoach [mdeloach@brightonareafire.com]
Sent: Wednesday, February 28, 2007 2:14 PM
To: Adam
Subject: FW: Human Fire Cracker???

This info came from that state of Michigan. If you need something on our letter head let me know.

Chief DeLoach

From: Mura, Collene F (DLEG) [mailto:cfmura@michigan.gov]
Sent: Wednesday, February 28, 2007 11:43 AM
To: Martin DeLoach
Cc: Sanfilippo, Tony (DLEG)
Subject: RE: Human Fire Cracker???

Here are Michigan rules and laws for Fireworks.

On page 3 of the introduction, it states The Language of the Fireworks Act specifically prohibits the following:

Firecrackers, torpedoes, skyrockets, etc.

Since Mr. Fletcher will exceed the amount required by law with the firecrackers, because anything that makes a loud noise is prohibited in Michigan and we believe that 65 lbs will make a loud noise. He will also have to contact the ATF (Alcohol, Tobacco and Firearms) in Detroit.

-----Original Message-----

From: Martin DeLoach [mailto:mdeloach@brightonareafire.com]
Sent: Wednesday, February 28, 2007 10:31 AM
To: Mura, Collene F (DLEG)
Subject: FW: Human Fire Cracker???

If you have any advice that you could shed on this please send it along.

Chief Martin DeLoach
Brighton Area Fire Authority

Resolution #1 – Lake Chemung Aquatic Plant Control Program
Special Assessment Project (2007)

Charter TOWNSHIP OF GENOA

At a regular meeting of the Township Board of the ^{*Charter*} Township of Genoa, Livingston County, Michigan, (the “Township”) held at the Township Hall on March 5, 2007, at 6:30 p.m., there were

PRESENT: McCririe, Skolarus, Hunt, Mortensen, Wildman, Smith and Ledford.

ABSENT: Skolarus.

The following preamble and resolution were offered by _____, and seconded by _____.

**Resolution to Proceed with the
Project and Directing
Preparation of the Plans and Cost Estimates**

WHEREAS, the Board of Trustees of the Township desires to create a special assessment district for aquatic plant control within the Township as described in Exhibit A (the “Project”);

WHEREAS, the Board of Trustees of the Township has determined to proceed with the Project in accordance with Act No. 188, Michigan Public Acts of 1954, as amended;

WHEREAS, the Board of Trustees of the Township has determined to advance the costs of the Project from Township funds and to use special assessments to raise the money necessary to reimburse the Township for the advance of such funds;

NOW, THEREFORE, BE IT RESOLVED THAT:

1. In accordance with Act No. 188, Michigan Public Acts of 1954, as amended, and the laws of the State of Michigan, the Township Supervisor is directed to have plans prepared illustrating the Project, the location of the Project, and an estimate of the cost of the Project.

2. The plans and estimates identified in paragraph 1, when prepared, shall be filed with the Township Clerk.

A vote on the foregoing resolution was taken and was as follows:

YES: Ledford, Smith, Hunt, Wildman, Mortensen, Skolarus and McCririe.

NO: None.

ABSTAIN: None.

CLERK'S CERTIFICATE

The undersigned, being the duly qualified and acting Clerk of the Township, hereby certifies that (1) the foregoing is a true and complete copy of a resolution duly adopted by the Township Board at a meeting of the Township Board (March 5, 2007), at which meeting a quorum was present and remained throughout; (2) the original thereof is on file in the records in my office; (3) the meeting was conducted, and public notice thereof was given, pursuant to and in full compliance with the Open Meetings Act (Act No. 267, Public Acts of Michigan, 1976, as amended); and (4) minutes of such meeting were kept and will be or have been made available as required thereby.

Paulette A. Skolarus, Genoa Township Clerk

EXHIBIT A

DESCRIPTION OF PROJECT

The project (the "Project") will consist of:

1. Aquatic Herbicide Treatments (40 acres @ \$375.00 per acre)	\$15,000.00
2. Mechanical Harvesting (40 acres @ \$275.00 per acre)	\$11,000.00
3. Aquatic Plant Control Administration/Inspections	\$6,000.00
4. Administrative/Legal Expenses	<u>\$1,000.00</u>
Total	\$33,000.00

EXHIBIT B

Genoa Charter Township
Livingston County, Michigan

NOTICE OF PUBLIC HEARING
UPON A PROPOSED LAKE CHEMUNG AQUATIC PLANT CONTROL PROGRAM AND
SPECIAL ASSESSMENT DISTRICT FOR THE PROJECT

NOTICE IS HEREBY GIVEN:

(1) The Township Board of Genoa Township, Livingston County, Michigan, in accordance with the laws of the State of Michigan, will hold a Public Hearing on March 19, 2007, at 6:30 p.m., at the Genoa Charter Township Offices, 2911 Dorr Road, Brighton, Michigan 48116, to review the following proposed special assessment district:

GENOA CHARTER TOWNSHIP – LAKE CHEMUNG AQUATIC PLANT CONTROL PROGRAM
AND PROJECT (2007) SPECIAL ASSESSMENT DISTRICT

and to hear any objections thereto and to the proposed project.

The project (the "Project") will consist of:

1. Aquatic Herbicide Treatments (40 acres @ \$375.00 per acre)	\$15,000.00
2. Mechanical Harvesting (40 acres @ \$275.00 per acre)	\$11,000.00
3. Aquatic Plant Control Administration/Inspections	\$6,000.00
4. Administrative/Legal Expenses	<u>\$1,000.00</u>
Total	\$33,000.00

The Project is being designed to serve the properties in the Special Assessment District, which district is illustrated on the map set forth below and includes the specific properties that are identified by the following permanent parcel numbers:

Tax id nos.

(3) The Township plans to impose special assessments on the properties located in the Special Assessment District to pay for the costs of the Project.

(4) The preliminary plans and cost estimates for the proposed Project and the boundaries of the Special Assessment District are now on file in the office of the Township Clerk for public inspection. The Township Board has initiated the Project. Pursuant to the provisions of Public Act 188 of 1954, record owners of land have the right to file written objections to the Project with the Township Board and if written objections are filed by record owners of land constituting more than 20% of the land in the proposed Special Assessment District then the Township Board will not proceed with the Project unless petitions are filed in support of the Project by record owners of land constituting more than 50% of the land in the proposed Special Assessment District. Any person objecting to the proposed Project or the proposed Special Assessment District shall file an objection in writing with the Township Clerk before the close of the March 19, 2007 hearing or within such further time as the Township Board may grant.

This notice is given by order of the Genoa Township Board.

Dated: March 5, 2007

Paulette A. Skolarus
Genoa Township Clerk

(Press/Argus 03/07/07 & 03/14/07)

[ADD MAP OF SPECIAL ASSESSMENT DISTRICT]

***** Owner's Name *****	**** Parcel Number ****	2007 March BOR S.E.V.	Class	Zone	* Property Address	
NOVAK, RICK & MARY	4711-03-300-003	222,000	104,022	401	LRR	510 S HUGHES RD
MARTIN, ERIC H.	4711-03-300-004	174,400	113,065	401	LRR	520 S HUGHES RD
BANFIELD, RAYOLA	4711-03-300-011	158,600	136,025	401	PRF	410 S HUGHES RD
POMEROY, RICHARD & NORMA LEE	4711-03-300-021	125,800	88,644	401	LRR	554 S HUGHES RD
POMEROY, RICHARD R. & BETH ANN	4711-03-300-022	125,500	123,731	401	LRR	551 HILLTOP
POMEROY, RICHARD & NORMA LEE	4711-03-300-023	97,500	29,760	401	LRR	536 S HUGHES RD
HOLLADAY JASON & LESLIE	4711-03-300-025	139,700	114,070	401	LRR	560 S HUGHES RD
SCHNELL DOUGLAS J	4711-03-300-026	100,200	100,200	401	LRR	556 S HUGHES RD
CUFFE, DENNIS	4711-03-301-002	224,200	160,220	401	LRR	556 BLACK OAKS TRAIL
TAYLOR TOMANEK TRUST	4711-03-301-003	163,200	104,658	401	LRR	560 BLACK OAKS TRAIL
SREDZINSKI, LEON & IRENE TRUST	4711-03-301-004	93,500	37,747	401	LRR	564 BLACK OAKS TRAIL
SREDZINSKI, LEON & IRENE TRUST	4711-03-301-005	243,200	112,063	401	LRR	568 BLACK OAKS TRAIL
SREDZINSKI, LEON & IRENE	4711-03-301-006	97,000	37,872	401	LRR	572 BLACK OAKS TRAIL
WILLIAMS, WARREN & MARJORIE	4711-03-301-007	99,600	37,490	401	LRR	576 BLACK OAKS TRAIL
JENSEN KURT & LANAE	4711-03-301-008	108,200	107,640	401	LRR	584 BLACK OAKS TRAIL
WITHROW MARY LOU & FRED	4711-03-301-019	41,800	41,800	401	LRR	555 PATHWAY
NAGLE, JAMES & JANET	4711-03-301-022	54,500	36,348	401	LRR	558 HILLTOP
SCHWEBS, MICHAEL & KIM	4711-03-301-024	64,400	55,319	401	LRR	566 HILLTOP
VAN PATTEN STEVEN & MICHELLE	4711-03-301-038	158,600	118,114	401	LRR	575 HILLTOP
WISDA, THOMAS & COLLEEN	4711-03-301-040	106,000	60,043	401	LRR	565 HILLTOP
PRIVETTE CHRISTOPHER	4711-03-301-041	98,400	98,400	401	LRR	598 S HUGHES RD
POMEROY, RICHARD & NORMA LEE	4711-03-301-045	122,700	54,113	401	LRR	540 BLACK OAKS TRAIL
MEYER, ANDREW & BETSY	4711-03-301-046	170,900	107,839	401	LRR	594 S HUGHES RD
JONES JOHN	4711-03-301-048	73,300	73,300	401	LRR	591 BLACK OAKS TRAIL
DESJARDIN NATHAN D	4711-03-301-051	80,100	80,100	401	LRR	582 HILLTOP
PHILLIPS DENNIS	4711-03-301-052	68,900	68,900	401	LRR	574 HILLTOP
YALDOO, LINDA	4711-03-302-001	260,900	159,336	401	LRR	600 BLACK OAKS TRAIL
GREEN JAMES R & KAREN J	4711-03-302-002	204,900	133,902	401	LRR	604 BLACK OAKS TRAIL
BENO LORRIE N TRUST	4711-03-302-003	185,100	117,345	401	LRR	610 PATHWAY
WILDMAN, STEVEN & LAURA	4711-03-302-011	166,600	91,082	401	LRR	658 PATHWAY
ALBRECHT, GLORIA J.	4711-03-302-012	269,400	84,418	401	LRR	668 PATHWAY
MURDOCK JEFFREY SCOTT	4711-03-302-013	167,200	158,142	401	LRR	674 PATHWAY
MILLER, STEPHEN & MECKLENBURG,	4711-03-302-014	160,200	92,884	401	LRR	680 PATHWAY
PIKE, JACK	4711-03-302-015	258,700	118,341	401	LRR	686 PATHWAY
TRUMP TRUST	4711-03-302-017	159,200	87,197	401	LRR	616 PATHWAY
MILLER, MATTHEW J.	4711-03-302-018	86,100	33,367	401	LRR	622 PATHWAY
BEAUDET, GERALD E.	4711-03-302-019	188,900	61,661	401	LRR	646 PATHWAY
BEST, DAVID & MCANDREWS, JANIC	4711-03-302-020	393,300	242,632	401	LRR	628 PATHWAY
CADEGAN, KELLY & KATHLEEN	4711-03-303-002	114,600	83,329	401	LRR	652 S HUGHES RD
MIZINSKI, EDWARD W.	4711-03-303-006	119,100	83,192	401	LRR	786 S HUGHES RD
HAMMOND DOROTHY & RICHARD	4711-03-303-023	126,100	90,864	401	LRR	615 PATHWAY
LAKE CHEMUNG OUTDOOR RESORT,	4711-04-400-008	1,966,900	851,744	201	PRF	320 S HUGHES RD
IAPANO, JOHN & TAMMY	4711-09-201-002	92,500	49,829	401	LRR	1253 SUNRISE PARK
EIS, PETER R. & LINDA	4711-09-201-003	97,400	82,459	401	LRR	1247 SUNRISE PARK
BOLOGNA, ELSO & KAREN	4711-09-201-009	88,100	67,743	401	LRR	1225 SUNRISE PARK
PAPLER, JEROME J. & ALICE G.	4711-09-201-010	179,100	179,100	401	LRR	1215 SUNRISE PARK
WILLIAMS KENNETH & KIM	4711-09-201-012	174,700	91,363	401	LRR	1205 SUNRISE PARK
DICKSON JOHN, PAM & DISLER NIK	4711-09-201-013	114,600	114,600	401	LRR	1195 SUNRISE PARK
GRATZ DOUGLAS & CLIFFORD	4711-09-201-014	110,400	60,750	401	LRR	1185 SUNRISE PARK
SROKA, JAMES & LINDA F.	4711-09-201-015	78,600	60,348	401	LRR	1175 SUNRISE PARK
FISHER, LESTER C., NANCY L., &	4711-09-201-016	261,000	153,112	401	LRR	1155 SUNRISE PARK
THOMAS, TIMOTHY & TONIE	4711-09-201-018	148,000	71,483	401	LRR	1145 SUNRISE PARK
HIMICH VIRGINIA & VIOLET	4711-09-201-020	125,400	115,019	401	LRR	1125 SUNRISE PARK
PAPLER, JEROME & ALICE	4711-09-201-021	236,500	123,363	401	LRR	1111 SUNRISE PARK
ATSALIS GEORGE N	4711-09-201-023	47,400	47,400	401	LRR	1099 SUNRISE PARK
ATSALIS, GEORGE N.	4711-09-201-024	162,400	100,414	401	LRR	1093 SUNRISE PARK
POET JAMES R	4711-09-201-025	99,800	52,556	401	LRR	1087 SUNRISE PARK
RUDZKI, HERMAN & WANDA	4711-09-201-026	104,600	56,095	401	LRR	1081 SUNRISE PARK
KNOWLTON, GEORGE & JANET	4711-09-201-027	111,500	57,866	401	LRR	1077 SUNRISE PARK
SUCIU, MICHAEL P. & MARION E.	4711-09-201-028	106,600	97,531	401	LRR	1071 SUNRISE PARK
RUPP, ROBERT & MARY	4711-09-201-029	182,000	92,403	401	LRR	1065 SUNRISE PARK
HARBOUR, MARK E. & FARMER, PEG	4711-09-201-030	116,500	110,752	401	LRR	1053 SUNRISE PARK
VAN HEEMST, RANDY	4711-09-201-031	101,300	51,873	401	LRR	1047 SUNRISE PARK
LEGAULT W	4711-09-201-032	127,600	127,600	401	LRR	1035 SUNRISE PARK
GRAVES, TIMOTHY	4711-09-201-034	165,700	91,108	401	LRR	1029 SUNRISE PARK
PICKETT DAVID	4711-09-201-035	232,700	232,700	401	LRR	1017 SUNRISE PARK
ALLAIN, RAYMOND J.	4711-09-201-037	101,900	52,691	401	LRR	1011 SUNRISE PARK
JONES FAMILY REVOCABLE TRUST	4711-09-201-038	39,700	25,865	401	LRR	1001 SUNRISE PARK
JONES FAMILY REVOCABLE TRUST	4711-09-201-039	79,600	43,839	401	LRR	1001 SUNRISE PARK
OSTRO, JOHN & SANDY	4711-09-201-041	182,800	88,531	401	LRR	989 SUNRISE PARK
MAULE, MARY LOUISE TRUSTEE	4711-09-201-043	108,800	56,911	401	LRR	977 SUNRISE PARK
ALLEN ALFRED & LINDA	4711-09-201-045	94,300	94,300	401	LRR	965 SUNRISE PARK
JONES FAMILY REVOCABLE TRUST	4711-09-201-046	288,300	202,477	401	LRR	959 SUNRISE PARK
WILLIAMS, CHARLOTTE E.	4711-09-201-048	185,500	98,827	401	LRR	941 SUNRISE PARK
HOOKS, JOHNNIE H.	4711-09-201-050	132,500	73,569	401	LRR	935 SUNRISE PARK
MONDEAU CYNTHIA L	4711-09-201-051	100,600	100,600	401	LRR	929 SUNRISE PARK
SUND, ALBERT RUSS	4711-09-201-052	101,400	50,240	401	LRR	921 SUNRISE PARK
BREWER, HENTON TRUST & DUNN	4711-09-201-055	85,100	44,111	401	LRR	903 SUNRISE PARK

***** Owner's Name *****	**** Parcel Number ****	2007 March BOR S.E.V.	Taxable	Class	Zone	* Property Address
HOLUBKA, JOSEPH W. & ANN	4711-09-201-056	96,600	56,953	401	LRR	895 SUNRISE PARK
STORK, DONALD C., JR.	4711-09-201-058	151,800	74,068	401	LRR	885 SUNRISE PARK
CARTWRIGHT MICHAEL & MICHELLE	4711-09-201-060	200,200	200,200	401	LRR	873 SUNRISE PARK
HOSKINS, KARELLE	4711-09-201-061	67,100	44,557	401	LRR	867 SUNRISE PARK
BEAUDET-GOKEE, NANCY	4711-09-201-062	81,200	76,903	401	LRR	861 SUNRISE PARK
DWELLE, MARY M.	4711-09-201-063	180,200	83,630	401	LRR	849 SUNRISE PARK
WAGAR, DANIEL B.	4711-09-201-065	127,800	115,243	401	LRR	843 SUNRISE PARK
PLS INVESTMENTS LLC	4711-09-201-066	117,300	116,755	401	LRR	837 SUNRISE PARK
PAMBIN, DONALD J. & BASHORE, D	4711-09-201-067	130,000	109,584	401	LRR	831 SUNRISE PARK
DANIELS, JACQUELINE	4711-09-201-068	70,000	36,213	401	LRR	821 SUNRISE PARK
CONELY, JOHN	4711-09-201-069	93,800	55,550	401	LRR	813 SUNRISE PARK
AULDS, WILLIAM J.	4711-09-201-070	65,600	61,330	401	LRR	807 SUNRISE PARK
GWIZDALA, JOHN	4711-09-201-071	77,200	65,484	401	LRR	803 SUNRISE PARK
HOUGH, ALLAN & MARY	4711-09-201-072	115,800	56,638	401	LRR	791 SUNRISE PARK
NEWHOUSE, KAY E.	4711-09-201-075	101,800	47,790	401	LRR	763 SUNRISE PARK
BUTCH WILLIAM & JANIS	4711-09-201-076	160,100	81,156	401	LRR	755 SUNRISE PARK
BROWN, DANIEL	4711-09-201-078	79,600	41,675	401	LRR	717 SUNRISE PARK
FALKIEWICZ, HARRY & MAVIS	4711-09-201-079	79,000	39,755	401	LRR	707 SUNRISE PARK
SWANSON RICHARD H	4711-09-201-080	94,700	44,385	401	LRR	699 SUNRISE PARK
PFEFFER, CHAS. A.	4711-09-201-081	89,000	52,962	401	LRR	689 SUNRISE PARK
BANKOWSKI, ANTHONY & EILEEN	4711-09-201-082	61,700	34,581	401	LRR	681 SUNRISE PARK
KOENIG, JOHN J. & INEZ	4711-09-201-083	100,400	70,775	401	LRR	673 SUNRISE PARK
COX, LINDA R.	4711-09-201-084	95,800	52,110	401	LRR	665 SUNRISE PARK
WOODINGTON, KENNETH & JILL E	4711-09-201-085	170,700	85,639	401	LRR	659 SUNRISE PARK
FALKIEWICZ, HARRY & MAVIS	4711-09-201-086	229,000	201,744	401	LRR	647 SUNRISE PARK
CHAPMAN, ROBERT J. & LISA K.	4711-09-201-089	186,700	155,432	401	LRR	631 SUNRISE PARK
LANE, OREN & JILL	4711-09-201-090	108,000	108,000	401	LRR	623 SUNRISE PARK
SCHIESSER, KEITH	4711-09-201-091	146,200	68,349	401	LRR	615 SUNRISE PARK
SWARTZMILLER, CHRISTOPHER & LA	4711-09-201-093	21,000	21,000	401	LRR	604 SUNRISE PARK
GROTE TRUST	4711-09-201-095	130,900	53,101	401	LRR	612 SUNRISE PARK
WILDMAN FRANCES M	4711-09-201-100	128,600	58,680	401	LRR	664 SUNRISE PARK
WHITE LIFE ESTATE	4711-09-201-102	102,400	49,829	401	LRR	674 SUNRISE PARK
HEYMAN, DAVID LEWIS	4711-09-201-103	137,100	81,195	401	LRR	682 SUNRISE PARK
MAHAN, KURT	4711-09-201-104	57,600	44,714	401	LRR	690 SUNRISE PARK
WRIGHT, ARNOLD J. & JODY	4711-09-201-105	100,800	77,557	401	LRR	700 SUNRISE PARK
PRENTICE, THOMAS	4711-09-201-106	53,900	34,873	401	LRR	706 SUNRISE PARK
STILBER, MARTHA	4711-09-201-107	90,400	44,658	401	LRR	714 SUNRISE PARK
HLAVATY JAMES R	4711-09-201-111	115,500	54,052	401	LRR	758 SUNRISE PARK
WRIGHT, NORMAN	4711-09-201-112	69,900	32,809	401	LRR	770 SUNRISE PARK
WRIGHT, NORMAN	4711-09-201-114	48,200	26,275	401	LRR	780 SUNRISE PARK
LINTON, JAMES	4711-09-201-115	56,400	30,085	401	LRR	792 SUNRISE PARK
SOBOL, DEBORAH	4711-09-201-116	118,600	107,744	401	LRR	800 SUNRISE PARK
STRAKA, TERRI M.	4711-09-201-117	76,400	70,723	401	LRR	806 SUNRISE PARK
SUTTON, THOMAS F. & BRENDA L.	4711-09-201-118	59,400	56,205	401	LRR	814 SUNRISE PARK
DANVILLE, CARLOS	4711-09-201-119	54,100	28,724	401	LRR	822 SUNRISE PARK
KLEIN KIMBERLEY A	4711-09-201-120	84,800	84,800	401	LRR	830 SUNRISE PARK
GONZALES, DON & ANNA	4711-09-201-121	108,900	57,308	401	LRR	840 SUNRISE PARK
MC GINN, RYAN	4711-09-201-122	69,700	54,167	401	LRR	846 SUNRISE PARK
DEANER, WM JR & MICHAEL GLENN	4711-09-201-123	52,700	26,538	401	LRR	852 SUNRISE PARK
DETTIAN, MICHAEL & JONES, APRI	4711-09-201-124	47,100	31,738	401	LRR	860 SUNRISE PARK
PARENT, MICHAEL S.	4711-09-201-125	87,500	43,295	401	LRR	870 SUNRISE PARK
STORK, DONALD C., JR.	4711-09-201-126	63,300	32,945	401	LRR	880 SUNRISE PARK
KOHLMAN KATHY	4711-09-201-127	54,000	51,020	401	LRR	890 SUNRISE PARK
DZYNGEL, CHRISTINE	4711-09-201-130	64,900	34,138	401	LRR	916 SUNRISE PARK
GLEN IKENS	4711-09-201-131	76,200	38,528	401	LRR	924 SUNRISE PARK
FEDERAL NATIONAL MORTGAGE ASSO	4711-09-201-132	69,600	42,646	401	LRR	932 SUNRISE PARK
JAREMA, KIM	4711-09-201-133	85,800	77,416	401	LRR	940 SUNRISE PARK
ANDERSON JEFFREY	4711-09-201-134	75,000	59,583	401	LRR	948 SUNRISE PARK
KNIIVILA TRUST	4711-09-201-135	58,900	31,177	401	LRR	956 SUNRISE PARK
TOBKIN MATTHEW E	4711-09-201-136	58,500	55,168	401	LRR	964 SUNRISE PARK
MC CLURE, DANIEL K.	4711-09-201-137	117,800	91,009	401	LRR	972 SUNRISE PARK
HOFFMAN GABRIELLA	4711-09-201-138	114,000	85,687	401	LRR	980 SUNRISE PARK
DE GEORGE GARY J & GERALDINE	4711-09-201-141	78,100	59,230	401	LRR	996 SUNRISE PARK
RUDZKI WANDA	4711-09-201-142	65,800	65,800	401	LRR	1068 SUNRISE PARK
CAURDY DAVID & ROBERTA	4711-09-201-143	99,800	93,433	401	LRR	1008 SUNRISE PARK
GOW, JEAN MARIE	4711-09-201-144	118,000	55,550	401	LRR	1014 SUNRISE PARK
JACOBS, PATRICIA L.	4711-09-201-147	108,800	78,143	401	LRR	1030 SUNRISE PARK
HOLCOMB CAROL	4711-09-201-148	56,200	53,094	401	LRR	1036 SUNRISE PARK
HEARN, JOYCE A.	4711-09-201-149	103,200	49,016	401	LRR	1042 SUNRISE PARK
IID, JEFFREY A. & ELIZABETH A.	4711-09-201-150	137,100	132,634	401	LRR	1054 SUNRISE PARK
ZWAAN MARY	4711-09-201-152	68,300	63,775	401	LRR	1062 SUNRISE PARK
RUDZKI, WANDA	4711-09-201-153	60,400	34,309	401	LRR	1072 SUNRISE PARK
RUDZKI, HERMAN & WANDA	4711-09-201-155	58,200	30,766	401	LRR	1076 SUNRISE PARK
MUCK, DAVID L.	4711-09-201-157	53,800	50,520	401	LRR	1088 SUNRISE PARK
WOODS, KAREN	4711-09-201-158	76,200	54,721	401	LRR	1096 SUNRISE PARK
PAJAK BRYAN S & CAROL E	4711-09-201-159	150,800	137,298	401	LRR	1106 SUNRISE PARK
NYHUS, JONATHAN	4711-09-201-161	46,900	36,595	401	LRR	1124 SUNRISE PARK
RAEDEL, BRADLEY M.	4711-09-201-163	100,300	59,266	401	LRR	1146 SUNRISE PARK

***** Owner's Name *****	**** Parcel Number ****	2007 March BOR S.E.V.	Taxable	Class	Zone	* Property Address
SMITH, CHARLES	4711-09-201-168	149,500	81,254	401	LRR	1206 SUNRISE PARK
GONZALES, SHARON M.	4711-09-201-169	63,900	39,732	401	LRR	1210 SUNRISE PARK
STARBOWSKI, THOMAS J. JR.	4711-09-201-170	101,600	92,707	401	LRR	1214 SUNRISE PARK
HACKMAN, STEVEN & CAROL	4711-09-201-171	94,700	46,018	401	LRR	1230 SUNRISE PARK
RISDON, DENISE M. & HOLLIS D.	4711-09-201-172	132,800	123,921	401	LRR	1236 SUNRISE PARK
DONOHUE, DENNIS & PAMELA	4711-09-201-174	166,000	149,639	401	LRR	1248 SUNRISE PARK
LINDHOLM, WILLIAM & PATRICIA	4711-09-201-175	67,700	33,083	401	LRR	1254 SUNRISE PARK
CUMMINGS, MICHAEL	4711-09-201-176	54,800	35,721	401	LRR	1217 BOULEVARD DR
LACROSSE, GARY J.	4711-09-201-179	59,200	31,313	401	LRR	1235 BOULEVARD DR
SAWYER DONNA & FRICKER MARGARE	4711-09-201-184	135,600	122,366	401	LRR	1267 BOULEVARD DR
ESTERMYER, MARC A. & NICHOLE M	4711-09-201-186	118,600	118,600	401	LRR	1279 BOULEVARD DR
EBERLINE ADAM & SAVRAN EVELYN	4711-09-201-188	66,700	63,464	401	LRR	1289 BOULEVARD DR
ADAMS, BRAD L.	4711-09-201-190	80,100	62,407	401	LRR	1280 BOULEVARD DR
L'ESPERANCE CRAIG & VALERIE	4711-09-201-193	59,300	55,894	401	LRR	1270 CRESTHAVEN
HARRIS JEREMY M & LINDSAY R	4711-09-201-194	90,700	83,063	401	LRR	1262 CRESTHAVEN
BOOMER, PATRICIA A.	4711-09-201-197	133,900	64,674	401	LRR	1200 CRESTHAVEN
ADAM JASON & AMY	4711-09-201-210	71,300	66,782	401	LRR	1125 CRESTHAVEN
CUFFE DENNIS & LIDZBARSKI JUDY	4711-09-201-211	49,800	49,800	401	LRR	1135 CRESTHAVEN
DOPKOWSKI, CINDY & LAWRENCE	4711-09-201-212	27,000	16,786	401	LRR	1145 CRESTHAVEN
HESS, TONI M.	4711-09-201-213	117,100	75,819	401	LRR	1177 CRESTHAVEN
VANDEMERGEL, JEFFREY & AMY	4711-09-201-214	60,300	43,095	401	LRR	1268 BOULEVARD DR
ROBERTS, KATHLEEN L.	4711-09-201-215	61,200	61,200	401	LRR	1260 BOULEVARD DR
BUERKLE, DENNIS	4711-09-201-217	79,000	39,208	401	LRR	1246 BOULEVARD DR
LEADFORD, LARY G. & VIRGINIA E	4711-09-201-218	61,900	58,590	401	LRR	1242 BOULEVARD DR
EARL DANIEL D	4711-09-201-223	83,700	83,700	401	LRR	1223 BOULEVARD DR
SWARTZMILLER, CHRISTOPHER S. &	4711-09-201-224	304,300	271,590	401	LRR	604 SUNRISE PARK
SCHWEBS, DAVID & SHERRY	4711-09-201-227	237,300	135,546	401	LRR	648 SUNRISE PARK
CRESMEN, ROBERT & AMBER	4711-09-201-229	181,900	64,579	401	LRR	1255 BOULEVARD DR
KERR, PHILLIP D. & JULIE A.	4711-09-202-026	167,800	150,053	401	LRR	1248 EVERGLADES
INTERNATIONAL SOCIETY	4711-10-100-003	859,600	298,873	201	LRR	E GRAND RIVER
CASSAR JOHN A D & EVA EVONNE	4711-10-100-004	703,100	388,611	401	LRR	950 S HUGHES RD
OVENHOUSE, TODD & JULIE	4711-10-101-001	71,300	34,754	401	LRR	707 PATHWAY
SMARCH, JOHN	4711-10-101-003	223,700	98,443	401	LRR	715 PATHWAY
SMARCH, JOHN	4711-10-101-005	18,800	11,247	401	LRR	832 MAURY PLACE
LYNN, BRIAN E.	4711-10-101-006	182,700	105,034	401	LRR	733 PATHWAY
ESPER JAMES	4711-10-101-016	185,600	130,367	401	LRR	786 PATHWAY
SORTOR, ROSEANNE	4711-10-101-017	122,500	51,329	401	LRR	792 PATHWAY
DECK, SALLY ANN	4711-10-101-020	152,300	66,306	401	LRR	812 PATHWAY
LACY, THOMAS P	4711-10-101-021	158,900	67,397	401	LRR	818 PATHWAY
RIDER, JAMES W. & CHERYL A.	4711-10-101-027	188,600	90,332	401	LRR	846 PATHWAY
MOFFET, ROBERT & EVELYN	4711-10-101-028	135,000	56,776	401	LRR	854 PATHWAY
ADAMS, CRAIG S.	4711-10-101-029	102,700	42,477	401	LRR	858 PATHWAY
GREEN, DONALD & HELEN	4711-10-101-046	241,300	120,417	401	LRR	751 PATHWAY
GORMAN, MARY	4711-10-101-047	185,600	149,756	401	LRR	745 PATHWAY
JONES, FREDERICK H. - TRUST	4711-10-101-048	146,100	61,952	401	LRR	800 PATHWAY
GRASSI DANIEL & LISA	4711-10-101-049	194,100	153,612	401	LRR	769 PATHWAY
OVENHOUSE, TODD & JULIE	4711-10-101-050	351,800	277,396	401	LRR	777 PATHWAY
MEASEL RON & SUSAN	4711-10-101-052	134,000	130,247	401	LRR	824 PATHWAY
DIXON, BARBARA LIVING TRUST	4711-10-101-053	146,000	64,811	401	LRR	836 PATHWAY
EVARIAN, MARK & ELEANOR	4711-10-102-002	111,900	50,531	401	LRR	5251 WILDWOOD
JIMMERSON, JAMES R.	4711-10-102-003	90,900	39,015	401	LRR	5255 WILDWOOD
PASCIOLLA, ROBERT & KATIE	4711-10-102-004	87,000	32,128	401	LRR	5259 WILDWOOD
ROBERTS, PATRICIA A.	4711-10-102-007	112,900	55,090	401	LRR	5275 WILDWOOD
OGLESBEE, JOHN R. & LINDA A.	4711-10-102-008	330,100	281,390	401	LRR	5285 WILDWOOD
SARACH THEODORE A & DONNA S	4711-10-102-011	253,600	165,299	401	LRR	5297 WILDWOOD
MATEVIA, GERALD & JOYCE	4711-10-102-012	222,100	143,257	401	LRR	5309 WILDWOOD
DARBY, ROBERT A. & CAROLE	4711-10-102-014	93,100	39,642	401	LRR	5315 WILDWOOD
SCHUMACHER, MARTHA M.	4711-10-102-015	131,600	54,065	401	LRR	5323 WILDWOOD
MARTIN, CARL A.	4711-10-102-017	223,800	82,391	401	LRR	5335 WILDWOOD
LOUGHREY, KEITH & DANA	4711-10-102-018	220,700	69,257	401	LRR	5347 WILDWOOD
BARRINGER, JEFFRY & MARY D.	4711-10-102-020	184,800	66,114	401	LRR	5359 WILDWOOD
VALASSIS, PERRY JR & RACHAEL A	4711-10-102-022	122,700	115,418	401	LRR	5365 WILDWOOD
OHANIAN DAWN	4711-10-102-023	104,300	69,414	401	LRR	5373 WILDWOOD
NICHOLSON, FORD III & LINDA	4711-10-102-024	195,500	69,711	401	LRR	5377 WILDWOOD
STYKA, FREDERICK W. & THERESA	4711-10-102-025	231,700	185,856	401	LRR	5385 WILDWOOD
HARTER, MALISA RAE	4711-10-102-026	250,600	164,202	401	LRR	5393 WILDWOOD
MATEM LLC	4711-10-102-032	117,500	81,612	401	LRR	5278 WILDWOOD
ZEITER, SCOTT & TRACY	4711-10-102-034	77,800	40,119	401	LRR	5288 WILDWOOD
WYZLIC, ANDREW & MARY KAY	4711-10-102-044	102,900	43,149	401	LRR	5314 /5316 WILDWOOD
BEST, GERALD & TERI	4711-10-102-047	69,300	38,896	401	LRR	5332 WILDWOOD
URBIN, JOHN S. JR.	4711-10-102-051	94,500	78,852	401	LRR	5368 WILDWOOD
SMITH, THOMAS & BEVERLY	4711-10-102-064	89,200	41,302	401	LRR	5405 WILDWOOD
SMITH, THOMAS E. & BEVERLY LEE	4711-10-102-066	99,900	52,113	401	LRR	5425 WILDWOOD
WILDE LEONARD HENRY CHARLES	4711-10-102-067	191,000	117,995	401	LRR	5435 WILDWOOD
HIMICH SHARON KAY	4711-10-102-068	175,500	142,579	401	LRR	5445 WILDWOOD
OGLESBY, NANCY A.	4711-10-102-069	183,200	64,862	401	LRR	5245 WILDWOOD
ADAMS, JEFFREY ALAN	4711-10-102-070	88,500	32,447	401	LRR	5239 WILDWOOD
CLEARY, KEVIN J.	4711-10-102-071	86,400	39,883	401	LRR	5227 WILDWOOD

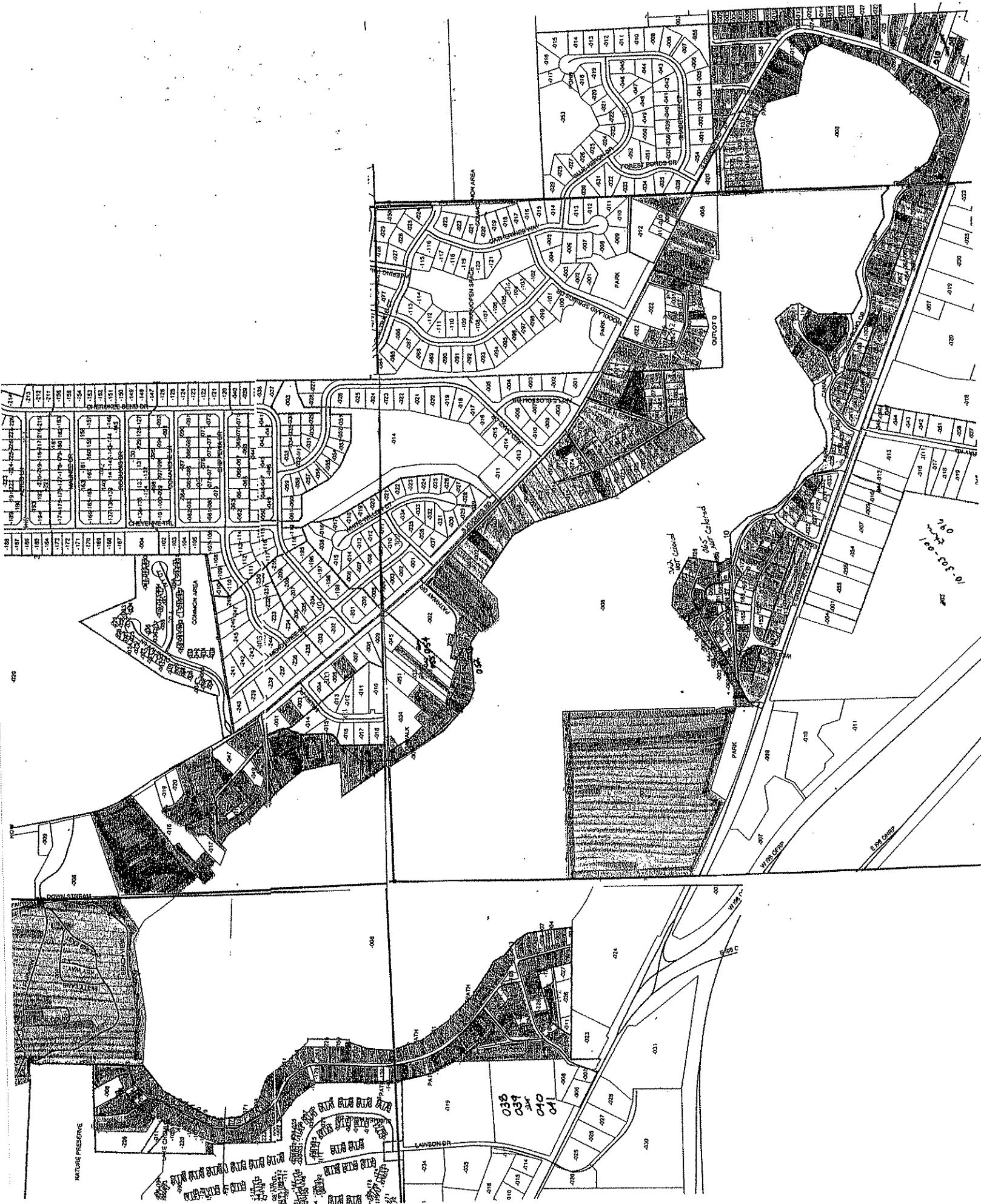
***** Owner's Name *****	**** Parcel Number ****	2007 March BOR S.E.V.	Taxable	Class	Zone	* Property Address
KUBECK, RYAN S. & THERESA E.	4711-10-102-072	155,200	51,312	401	LRR	5215 WILDWOOD
CYBART KIM & HARRIS DAVID	4711-10-102-073	74,300	74,300	401	LRR	5221 WILDWOOD
BENNETT, ROBERT E. & RITA A.	4711-10-102-074	113,000	65,473	401	LRR	5265 WILDWOOD
SOUBLIERE, RANDY & ELIZABETH	4711-10-102-077	118,300	93,315	401	LRR	5262 WILDWOOD
NEEDHAM, DOUGLAS	4711-10-102-078	140,100	73,030	401	LRR	5338 WILDWOOD
KELLER, CHRIS	4711-10-102-079	97,600	35,377	401	LRR	5372 WILDWOOD
BENSON, JOHN A.	4711-10-102-080	167,800	72,291	401	LRR	5440 WILDWOOD
KORZYM, EUGENE	4711-10-200-003	72,400	48,605	401	LRR	1418 S HUGHES RD
WRIGHT, HERBERT & DONNA	4711-10-200-004	162,800	100,079	401	LRR	1428 S HUGHES RD
WINTERINGHAM, PHILIP & JEAN	4711-10-200-005	386,200	182,260	401	LRR	1444 S HUGHES RD
MURAD, HAMID I.	4711-10-200-007	194,200	75,431	201	NSD	1462 S HUGHES RD
KING, JIMMIE T.	4711-10-200-008	61,600	52,010	401	LDR	1469 S HUGHES RD
MARTINI, JAMES C.	4711-10-201-001	93,200	93,200	401	LRR	1010 S HUGHES RD
TREAT, SCOTT D. & KRISTI J.	4711-10-201-002	198,000	143,543	401	LRR	1016 S HUGHES RD
GATEWOOD JACK & CAROL	4711-10-201-003	176,500	167,060	401	LRR	1022 S HUGHES RD
LEFLER, PATRICIA A. - TRUSTEE	4711-10-201-004	269,700	131,669	401	LRR	1030 S HUGHES RD
EBERTH, DELORES	4711-10-201-007	137,200	59,635	401	LRR	1040 S HUGHES RD
HICKMAN, JAY R. & DUANNE	4711-10-201-008	130,200	57,457	401	LRR	1046 S HUGHES RD
BEAL, GLENN R.	4711-10-201-010	97,500	38,391	401	LRR	1054 S HUGHES RD
DAHRINGER, MARJORIE J. TRUSTEE	4711-10-201-012	172,900	75,838	401	LRR	1056 S HUGHES RD
CLOSSER, THOMAS & PATRICIA	4711-10-201-013	156,600	67,326	401	LRR	1060 S HUGHES RD
SREDZINSKI, DONALD R.	4711-10-201-014	116,300	46,974	401	LRR	1064 CHEMUNG DR
KUJAWA, DELPHINE & MARION	4711-10-201-015	98,400	38,793	401	LRR	1080 CHEMUNG DR
JONES, MARK & RENEE	4711-10-201-016	213,500	98,848	401	LRR	1084 CHEMUNG DR
GOMEZ, JOHN & WRIGHT, PAULA	4711-10-201-017	263,900	174,859	401	LRR	1094 CHEMUNG DR
RENCSAK, CHARLES JR.	4711-10-201-018	133,500	56,776	401	LRR	1106 CHEMUNG DR
BUJEL, TERESE	4711-10-201-019	103,100	41,388	401	LRR	1112 CHEMUNG DR
WIMMER, ROBERT	4711-10-201-020	99,200	51,632	401	LRR	1120 CHEMUNG DR
KERN, GLENN & GERALDINE	4711-10-201-021	268,900	153,626	401	LRR	1126 CHEMUNG DR
SMITH, TODD	4711-10-201-022	246,300	129,258	401	LRR	1132 CHEMUNG DR
TASIC, DANIEL	4711-10-201-024	107,400	43,431	401	LRR	1138 CHEMUNG DR
BONGIOVANNI, LAWRENCE	4711-10-201-025	115,100	58,084	401	LRR	1142 CHEMUNG DR
GOIKE, LAWRENCE R. & ETHEL A.	4711-10-201-027	95,500	37,304	401	LRR	1146 CHEMUNG DR
BOLAND, IDA M.	4711-10-201-028	209,100	94,084	401	LRR	1150 CHEMUNG DR
SMITH ROBERT & LORETTA	4711-10-201-029	155,500	66,170	401	LRR	1154 CHEMUNG DR
WILLIAMS RICHARD A	4711-10-201-030	125,200	52,010	401	LRR	1158 CHEMUNG DR
SCHMIDT, RICHARD	4711-10-201-031	205,200	91,773	401	LRR	1162 CHEMUNG DR
OHANIAN DAWN M	4711-10-201-032	144,900	144,900	401	LRR	1166 CHEMUNG DR
COPPOLA THOMAS & DOROTHY L ZAY	4711-10-201-033	183,900	79,924	401	LRR	1170 CHEMUNG DR
LAROUÉ, VICTOR	4711-10-201-034	173,700	81,030	401	LRR	1176 CHEMUNG DR
LLOYD, MICHAEL & MARIE	4711-10-201-035	131,500	55,277	401	LRR	1180 CHEMUNG DR
STOREY, CLIFFORD J.	4711-10-201-036	123,000	51,192	401	LRR	1186 CHEMUNG DR
GRAJEK, CHRISTOPHER & VALERIE	4711-10-201-038	204,600	97,604	401	LRR	1190 CHEMUNG DR
PHILLIPS KAREN & SIENKO KELLI	4711-10-201-041	298,700	146,735	401	LRR	1206 CHEMUNG DR
HOLLAND, JAMES JR. & DAWN	4711-10-201-043	99,000	75,860	401	LRR	1205 CHEMUNG DR
BRANDON DERRICK	4711-10-201-046	101,100	101,100	401	LRR	1193 CHEMUNG DR
FEDERAL HOME LOAN MORTGAGE COR	4711-10-201-048	81,400	75,034	401	LRR	1180 JAMES R ST
WICKSTROM, ROGER & KAREN	4711-10-201-050	137,700	94,632	401	LRR	1177 JAMES R ST
DEVEREAUX MICHAEL & CYNTHIA	4711-10-201-051	118,800	118,800	401	LRR	1188 JAMES R ST
MAYNARICH RICHARD	4711-10-201-056	113,800	70,531	401	LRR	1192 JAMES R ST
BRUNETTE, ALVIN & SUSAN	4711-10-201-057	133,700	88,205	401	LRR	1278 S HUGHES RD
COZART, WILLIAM	4711-10-201-061	39,900	25,731	401	LRR	1153 CHEMUNG DR
CHENEY, JOHN M.	4711-10-201-062	60,400	37,440	401	LRR	1149 CHEMUNG DR
BERGER, BERNARD III & LEANNE	4711-10-201-063	56,400	48,730	401	LRR	1145 CHEMUNG DR
GOIKE, RICHARD	4711-10-201-064	59,200	36,080	401	LRR	1141 CHEMUNG DR
BURNS, PATRICK	4711-10-201-065	104,900	91,291	401	LRR	1137 CHEMUNG DR
ANEED, SALEEM JR., & SHEREEN H	4711-10-201-068	68,800	68,800	401	LRR	1115 NORFOLK
CASWELL, HAROLD JR & THERESA	4711-10-201-070	60,200	40,013	401	LRR	1109 NORFOLK
SOUTHWELL, CHARLES E.	4711-10-201-071	141,100	107,759	401	LRR	1124 S HUGHES RD
SHERMAN JARED	4711-10-201-072	76,100	76,100	401	LRR	1100 NORFOLK
HAMILTON III DAVID F	4711-10-201-073	65,400	60,190	401	LRR	1108 NORFOLK
COLL MARCIA	4711-10-201-075	90,500	90,500	401	LRR	1197 CHEMUNG DR
BISHOP ROBERT P & DELAIR PEGGY	4711-10-201-076	53,700	34,654	401	LRR	1120 NORFOLK
MISUKAITIS, WILLIAM G. & HARRI	4711-10-201-077	85,000	85,000	401	LRR	1082 S HUGHES RD
WILLIAMS, RANDY L.	4711-10-201-080	61,400	51,547	401	LRR	1157 CHEMUNG DR
BESFORD, JOHN & CRISCEUS	4711-10-201-082	202,900	105,730	401	LRR	1200 CHEMUNG DR
BESFORD, DAVID B. & BETTY J.	4711-10-201-083	228,600	102,529	401	LRR	1198 CHEMUNG DR
BUCHTE, DAVID & DEBRA	4711-10-201-084	74,600	40,298	401	LRR	1131 CHEMUNG DR
HAIGH, HENRY IV	4711-10-201-085	105,000	105,000	401	LRR	1189 CHEMUNG DR
SCHULTHEIS, RICHARD	4711-10-201-086	82,800	82,800	401	LRR	1184 JAMES R ST
FEUCHT, KENNETH L. & GAIL E.	4711-10-202-001	84,100	52,420	401	LRR	1410 S HUGHES RD
CODE TIMOTHY & CHRISTINE	4711-10-202-003	45,300	45,300	401	LRR	1386 ELMHURST
BONK JEREMY & SIMPSON SUMMER	4711-10-202-004	52,700	52,700	401	LRR	1382 ELMHURST
FIGURSKI, BARBARA A.	4711-10-202-006	156,100	68,758	401	LRR	1370 ELMHURST
PIZZINO, ANDREW F.	4711-10-202-008	117,300	51,922	401	LRR	1366 ELMHURST
GREENE, CURTISS R., JR.	4711-10-202-009	111,100	43,839	401	LRR	1362 ELMHURST
GROSS GERALD E & DIANE C	4711-10-202-010	194,500	194,500	401	LRR	1358 ELMHURST
SMITH, FLORENTINA	4711-10-202-011	229,100	170,340	401	LRR	1350 ELMHURST

***** Owner's Name *****	**** Parcel Number ****	2007 March BOR S.E.V.	2007 March BOR Taxable	Class	Zone	* Property Address
PTASZNIK, GARY R. & KATHRYN J.	4711-10-202-012	189,500	131,438	401	LRR	1348 ELMHURST
HAIGH, HENRY III	4711-10-202-014	156,400	119,587	401	LRR	1338 ELMHURST
LUCE, RICHARD & DONNA	4711-10-202-020	86,900	56,921	401	LRR	1314 ELMHURST
LOWDEN, TERRI D. & JUDY	4711-10-202-021	128,500	123,330	401	LRR	1290 S HUGHES RD
MARCANTONIO, MARY	4711-10-202-022	117,400	73,791	401	LRR	1300 S HUGHES RD
DAWSON BRIAN R	4711-10-202-023	81,400	81,400	401	LRR	1315 ELMHURST
BACH, JOSEPH L. & BARBARA A.	4711-10-202-024	66,000	60,012	401	LRR	1339 ELMHURST
MCFARLAND, BRIAN & SALLY	4711-10-202-031	72,800	63,527	401	LRR	1369 ELMHURST
RECTOR FAMILY TRUST	4711-10-202-033	66,100	42,496	401	LRR	1353 ELMHURST
BOSTOCK WILLIAM & SHARON	4711-10-202-035	244,600	244,600	401	LRR	1330 ELMHURST
BUTCHER, DAVID & GEORGIA TRUST	4711-10-202-038	93,300	42,338	401	LRR	1342 ELMHURST
LYNCH, DONALD - TRUST	4711-10-301-001	344,600	169,805	201	NSD	5205 E GRAND RIVER
SPORER MICHAEL	4711-10-301-006	45,200	45,200	201	LRR	5279 E GRAND RIVER
PEARSON, SCOTT	4711-10-301-007	82,100	64,401	401	LRR	1500 WESTWOOD DR.
DENBROCK JOHN D	4711-10-301-008	137,800	77,784	401	LRR	1501 WESTWOOD DR.
GEARY, ROBERT	4711-10-301-010	134,400	67,871	401	LRR	5321 E GRAND RIVER
CLARK, JR., RICHARD H.	4711-10-301-012	104,100	104,100	401	LRR	5341 E GRAND RIVER
KOVANIS, NAKOS	4711-10-301-014	62,000	40,131	201	LRR	5353 E GRAND RIVER
KOVANIS, NAKOS	4711-10-301-017	556,200	501,082	201	GCD	5397 E GRAND RIVER
RICHARDS, DALE	4711-10-301-027	74,600	41,743	401	LRR	5475 E GRAND RIVER
BAKER, FRANCES B	4711-10-301-028	83,000	82,545	401	LRR	5481 E GRAND RIVER
JONES, JOHN S.	4711-10-301-032	96,600	77,870	401	LRR	5525 E GRAND RIVER
KELLER, DAVID & CHRISTINE	4711-10-301-035	242,800	101,245	201	MDR	5555 E GRAND RIVER
STEC GEORGE F	4711-10-301-037	119,700	92,914	401	LRR	5571 E GRAND RIVER
SADOWSKI BERNARD & SCHREIBER L	4711-10-301-038	238,100	220,705	401	LRR	5579 E GRAND RIVER
J & S INVESTMENTS LLC	4711-10-301-039	124,100	52,426	401	LRR	5587 E GRAND RIVER
JORDON, INEZ	4711-10-301-040	359,300	137,116	401	LRR	5595 E GRAND RIVER
J & S INVESTMENTS LLC	4711-10-301-041	181,200	81,182	401	LRR	5611 E GRAND RIVER
HAZEL MICHAEL	4711-10-301-043	98,200	98,200	401	LRR	5625 E GRAND RIVER
WARSOP, JOHN T. & KAREN L.	4711-10-301-045	56,100	41,644	401	LRR	5633 E GRAND RIVER
BROCKWAY, VERN	4711-10-301-046	153,400	82,616	201	LRR	5645 E GRAND RIVER
HAUG, TRYGVE & DIANE	4711-10-301-048	68,600	42,497	401	LRR	5655 E GRAND RIVER
SPRY JUDITH ANN	4711-10-301-051	66,500	66,500	401	LRR	5685 E GRAND RIVER
WILT, RANDALL & MARYLOU	4711-10-301-052	62,200	32,441	401	LRR	5695 E GRAND RIVER
HOLCOMB, CAROL J.	4711-10-301-053	104,900	48,994	401	LRR	5705 E GRAND RIVER
LAILO, MICHAEL	4711-10-301-062	109,700	69,802	401	LRR	5815 E GRAND RIVER
BLACK, PETE & PHILLIPS, STANLE	4711-10-301-068	53,900	28,605	401	LRR	5865 E GRAND RIVER
RICE RONALD LEWIS	4711-10-301-069	63,700	63,700	401	LRR	5873 E GRAND RIVER
CORBIN, LARRY & CINDY	4711-10-301-070	85,100	41,302	401	LRR	5885 E GRAND RIVER
DURFEE, MICHAEL & KATHY	4711-10-301-071	66,100	34,168	401	LRR	5895 E GRAND RIVER
WOOLEY, CRAIG A.	4711-10-301-072	67,600	50,860	401	LRR	5905 E GRAND RIVER
LUTTERMOSER, RENEE D.	4711-10-301-075	128,900	81,992	401	LRR	5965 E GRAND RIVER
GAGACKI JEFFERY & MARLENE	4711-10-301-082	193,200	192,674	401	LRR	5930 GLEN ECHO
RUSH, ANDRA	4711-10-301-083	317,800	176,701	401	LRR	5906 GLEN ECHO
COLLINS, RAY J.	4711-10-301-085	82,400	34,035	401	LRR	5900 GLEN ECHO
BEHER, G. RICHARD	4711-10-301-086	99,900	41,578	401	LRR	5890 GLEN ECHO
BEHER, WM & MARGARET	4711-10-301-088	78,800	31,653	401	LRR	5870 GLEN ECHO
HALLER, DOUGLAS & PEGGY A.	4711-10-301-089	103,500	43,651	401	LRR	5860 GLEN ECHO
AVEY, RICHARD G. & DORIS M.	4711-10-301-098	197,000	68,287	401	LRR	5780 GLEN ECHO
MERITT, LORI & MICHAEL F.	4711-10-301-107	322,000	233,262	401	LRR	5716 LONG POINTE DR
TESCHKER, MELVIN A.	4711-10-301-112	275,200	76,960	401	LRR	5754 LONG POINTE DR
WOLFE, THOMAS R. & ANN R.	4711-10-301-119	152,900	55,469	401	LRR	5733 LONG POINTE DR
BIALOWICZ, ROBERT & SANDRA	4711-10-301-120	147,700	89,770	401	LRR	5743 LONG POINTE DR
WILSON FAMILY TRUST	4711-10-301-123	231,400	78,739	401	LRR	5727 LONG POINTE DR
HEITMAN, REED A. & MANDY M.	4711-10-301-124	191,100	137,544	401	LRR	5713 LONG POINTE DR
PRAY BEVERLY	4711-10-301-126	181,100	82,746	401	LRR	5680 LONG POINTE DR
JONES, LAVATA R.	4711-10-301-127	93,900	42,611	401	LRR	5670 GLEN ECHO
HENDERSON, JERRY	4711-10-301-128	164,400	111,738	401	LRR	5660 GLEN ECHO
TALICK, JOHN H.	4711-10-301-129	95,100	40,279	401	LRR	5650 GLEN ECHO
JONES, PERRY & CONSTANCE	4711-10-301-132	135,000	56,030	401	LRR	5536 WILDWOOD
CORRUNKER, RICHARD A. & LORETT	4711-10-301-133	121,400	99,087	401	LRR	5530 WILDWOOD
TIANO, JOSEPH	4711-10-301-134	269,000	234,112	401	LRR	5520 WILDWOOD
DENNING CHARLES & MARY	4711-10-301-135	114,400	93,088	401	LRR	5518 WILDWOOD
ANDERSON DONNA	4711-10-301-136	116,800	94,909	401	LRR	5516 WILDWOOD
HOWARD JEFFREY & DARLENE	4711-10-301-137	90,800	63,202	401	LRR	5512 WILDWOOD
BALL, JOHN & LINDA	4711-10-301-138	99,000	48,801	401	LRR	5508 WILDWOOD
HAWES, ELDON & MARQUERITE E.	4711-10-301-139	128,600	51,497	401	LRR	5504 WILDWOOD
GROEBER, GUY D.	4711-10-301-140	169,000	109,799	401	LRR	5430 RIDGEMONT
ROONEY, BEVERLY	4711-10-301-146	182,500	78,973	401	LRR	5394 RIDGEMONT
FRANK, CAROL	4711-10-301-155	156,000	95,250	401	LRR	1529 WESTWOOD DR.
SPARE, GARY & SPARE, CRAIG	4711-10-301-157	82,300	42,278	401	LRR	1530 WESTWOOD DR.
STEMPIEN, TIMOTHY	4711-10-301-158	66,000	33,000	401	LRR	1544 WESTWOOD DR.
CROCKETT, PATRICIA E.	4711-10-301-164	68,300	30,322	401	LRR	1558 WESTWOOD DR.
BENNETTS ANDREW	4711-10-301-171	133,900	63,863	401	LRR	5312 DICKSON ST
COUSINO, ALBERT	4711-10-301-176	89,100	85,911	401	LRR	5369 RIDGEMONT
MEAD GLENN & SANDRA	4711-10-301-179	71,800	32,968	401	LRR	5411 RIDGEMONT
ALLEN, DAVID	4711-10-301-180	190,400	135,525	401	LRR	5494 WILDWOOD
		251,900	71,619	401	LRR	5474 WILDWOOD

***** Owner's Name *****	**** Parcel Number ****	2007 March BOR S.E.V.	Taxable	Class	Zone	* Property Address
HOFFECCKER, PHYLLIS	4711-10-301-182	152,500	59,436	401	LRR	5482 WILDWOOD
AZAR, DAVID D.	4711-10-301-187	74,000	40,394	401	LRR	5452 WILDWOOD
SMITH, JACK & LOCH, JODY	4711-10-301-188	211,300	81,967	401	LRR	5825 E GRAND RIVER
BARRIOS, RUBEN & MICHELLE	4711-10-301-189	77,900	35,751	401	LRR	5842 WILDWOOD
DECKER, LAURENCE	4711-10-301-190	144,400	48,675	401	LRR	5630 GLEN ECHO
CITIZENS BANK	4711-10-301-191	98,600	48,536	401	LRR	5665 E GRAND RIVER
VEGH, WILLIAM & MAUREEN	4711-10-301-193	194,900	122,273	401	LRR	5352 RIDGEMONT
ZAROFF, MICHAEL & ADRIANNE	4711-10-301-194	175,900	71,392	401	LRR	5378 RIDGEMONT
BERGETT, RONDY	4711-10-301-196	92,800	91,267	201	NSD	5255 E GRAND RIVER
GAMBINO JR JAMES	4711-10-301-197	108,400	94,055	401	LRR	5775 E GRAND RIVER
ZELLER LIFE ESTATE	4711-10-301-199	173,100	76,126	401	LRR	5488 WILDWOOD
DANIELS, SANDRA & JAMES E.	4711-10-301-203	322,500	94,780	401	LRR	5964 GLEN ECHO
DONALD, KENNETH	4711-10-301-204	206,900	73,470	401	LRR	1541 WESTWOOD DR.
WALZAK, CHERYL & CARSWELL, MAR	4711-10-301-205	119,200	62,694	401	LRR	5741 E GRAND RIVER
FAVOR, DANIEL & BEVERLY	4711-10-301-206	316,500	227,527	401	LRR	5955 E GRAND RIVER
AMOS, WILLIAM E. & PATTY	4711-10-301-207	385,400	83,228	401	LRR	5766 LONG POINTE DR
BEHER, ROBERT & KAY	4711-10-301-208	231,000	148,210	401	LRR	5814 GLEN ECHO
COZART, WILLIAM	4711-10-301-209	123,700	53,973	401	LRR	5716 GLEN ECHO
BEST, GERALD & TERI	4711-10-301-210	86,200	38,672	401	LRR	5464 WILDWOOD
GOBLE, WILLIAM & LINDA	4711-10-301-211	253,100	84,636	401	LRR	5472 WILDWOOD
KNICKERBOCKER, BERT & THERESA	4711-10-301-212	150,200	65,245	401	LRR	5468 WILDWOOD
MONETTE, PATRICK J.	4711-10-301-213	79,200	48,623	401	LRR	5988 GLEN ECHO
KOESTNER, RICHARD & JANICE	4711-10-301-214	144,600	66,223	401	LRR	5410 RIDGEMONT
TRUST PARENT-CASPER DORIS	4711-10-301-215	220,300	85,484	401	LRR	5786 GLEN ECHO
KNIIVILA TRUST	4711-10-301-216	297,000	132,797	401	LRR	5740 LONG POINTE DR
FROEHLICH, ALBERT III, & DAWN	4711-10-301-217	176,100	79,426	401	LRR	5832 GLEN ECHO
HAMILTON SUE A	4711-10-301-218	89,900	59,476	401	LRR	5795 E GRAND RIVER
CHRISTENSEN RALPH & LAURA	4711-11-300-026	80,100	80,100	401	LRR	1789 S HUGHES RD
BLACKBURN, MERICE &	4711-11-301-001	180,300	85,966	401	LRR	1506 OAK HAVEN
MAREK BRIAN & CLEMENS RICHARD	4711-11-301-002	176,700	77,882	401	LRR	1514 OAK HAVEN
SMITH, BRIAN M. & KAREN	4711-11-301-003	219,400	96,401	401	LRR	1522 OAK HAVEN
PEILET, KIRK	4711-11-301-004	108,900	59,773	401	LRR	1530 OAK HAVEN
SATTLER RICHARD F	4711-11-301-005	259,500	204,173	401	LRR	1538 OAK HAVEN
BEAL, WILLIAM & JUDITH	4711-11-301-006	228,200	119,829	401	LRR	1546 OAK HAVEN
ALTROCK, NICK	4711-11-301-007	113,000	64,165	401	LRR	1554 OAK HAVEN
COLALUCA, DANIEL & JOYCE	4711-11-301-008	182,100	112,891	401	LRR	1562 S HUGHES RD
GALITZ, FRANK & GAIL	4711-11-301-009	125,800	52,420	401	LRR	1570 S HUGHES RD
SHERMAN DENNIS E DORIS & DENNI	4711-11-301-012	186,900	186,900	401	LRR	1594 S HUGHES RD
BEAL TRUST	4711-11-301-013	274,700	126,223	401	LRR	1578 S HUGHES RD
COOPERSMITH, DAVID & MARY JO	4711-11-302-001	105,600	43,676	401	LRR	1600 S HUGHES RD
SYTNIAK, JOHN A.	4711-11-302-002	156,600	74,548	401	LRR	1608 S HUGHES RD
MC COLL, VIRGINIA M.	4711-11-302-003	123,700	50,745	401	LRR	1612 S HUGHES RD
CROWTHER, DEAN A.	4711-11-302-004	277,500	103,280	401	LRR	1616 S HUGHES RD
DARNELL, GARY R.	4711-11-302-005	162,700	70,393	401	LRR	1620 S HUGHES RD
KOWALSKI, RICHARD & BRENDA	4711-11-302-007	217,900	113,165	401	LRR	1628 S HUGHES RD
MATO RICHARD A & PAMELA	4711-11-302-008	187,600	187,600	401	LRR	1640 S HUGHES RD
VORIS CHRISTOPHER & LESLY M	4711-11-302-009	195,900	137,520	401	LRR	1656 S HUGHES RD
PORCARI, ERNEST M.	4711-11-302-010	169,200	83,105	401	LRR	1678 S HUGHES RD
TOURTOIS, LOUIS S.	4711-11-302-011	168,800	72,845	401	LRR	1684 S HUGHES RD
BARTOLOMUCCI, JOANN	4711-11-302-013	133,900	57,730	401	LRR	1690 S HUGHES RD
MELDRUM, CRAIG	4711-11-302-014	140,300	55,126	401	LRR	1700 S HUGHES RD
ZINK MARILYN R	4711-11-302-016	70,400	48,405	401	LRR	1713 S HUGHES RD
CUFFE DAVID	4711-11-302-018	133,600	99,367	401	LRR	1728 S HUGHES RD
KRENCH, GREG	4711-11-302-019	240,900	140,206	401	LRR	1732 S HUGHES RD
KOERSCHEN, JAMES & JOAN	4711-11-302-020	182,900	123,172	401	LRR	1764 S HUGHES RD
KELLY, BRIAN P. & CYNTHIA A.	4711-11-302-021	162,600	70,861	401	LRR	1770 S HUGHES RD
STAMBERSKY, LINDA M.	4711-11-302-022	174,700	73,774	401	LRR	1776 S HUGHES RD
SOLOMON JAMES & DIANNA	4711-11-302-024	156,400	150,365	401	LRR	1786 S HUGHES RD
LAPHAM, MICHAEL J. & KIMBERLY	4711-11-302-025	76,300	69,161	401	LRR	1783 S HUGHES RD
HOSKINS GENE & CHRISTINE	4711-11-302-028	66,900	43,461	401	LRR	1765 S HUGHES RD
GOAD, ROBERT & KATHERYN	4711-11-302-029	48,100	30,629	401	LRR	1753 S HUGHES RD
COZART, WILLIAM G.	4711-11-302-031	37,300	28,029	401	LRR	1741 S HUGHES RD
HAWKINS, JEREMY C.	4711-11-302-032	39,500	39,500	401	LRR	1733 S HUGHES RD
SPORER, MICHAEL & DEBORAH	4711-11-302-033	71,800	50,660	401	LRR	1725 S HUGHES RD
MC GRATH, JOSEPH & DOROTHY	4711-11-302-034	32,500	19,874	401	LRR	1717 S HUGHES RD
DEUTSCHE BANK NATIONAL TRUST C	4711-11-302-039	62,000	62,000	401	LRR	1689 EDWIN DR
BROWN, PHILIP & DIANE	4711-11-302-041	52,400	46,130	401	LRR	1681 EDWIN DR
MALE, LEONARD S.	4711-11-302-042	74,100	48,873	401	LRR	1673 EDWIN DR
HELMKA, SHARON & JOSEPH	4711-11-302-044	101,100	71,636	401	LRR	1663 EDWIN DR
GROOMES, KELLY & MARY	4711-11-302-046	49,900	31,313	401	LRR	1655 EDWIN DR
RINDLE THOMAS C & KATHLEEN E	4711-11-302-049	62,700	62,700	401	LRR	1636 EDWIN DR
GONZALES, DON & ANNA	4711-11-302-051	35,800	28,768	401	LRR	1652 EDWIN DR
KOVANIS, HARALMBOS	4711-11-302-052	42,000	26,410	401	LRR	1666 EDWIN DR
WOODS, BARBARA J.	4711-11-302-055	37,400	23,688	401	LRR	1670 EDWIN DR
ADAMS BRIAN & SARA	4711-11-302-056	96,900	96,900	401	LRR	1676 EDWIN DR
GLOWACKI, MARK & SANDRA	4711-11-302-058	75,400	52,747	401	LRR	1621 S HUGHES RD
CROWTHER, DEAN A.	4711-11-302-060	27,100	12,931	401	LRR	1616 S HUGHES RD
RUTLEDGE, JOHN	4711-11-302-061	66,700	61,068	401	LRR	1657 WESTMORE

***** Owner's Name *****	**** Parcel Number ****	2007 March BOR S.E.V.	Taxable	Class	Zone	* Property Address
CLARK, RICHARD	4711-11-302-062	88,100	55,415	401	LRR	1645 WESTMORE
WOYCHOWSKI, JOYCE A. - TRUST	4711-11-302-064	56,400	38,640	401	LRR	1637 WESTMORE
HOUSNER TRUST	4711-11-302-065	69,200	43,975	401	LRR	1642 WESTMORE
KLOSS CURTIS & CONSTANCE	4711-11-302-067	41,700	41,700	401	LRR	1605 S HUGHES RD
LANE, MARY J.	4711-11-302-068	66,500	41,662	401	LRR	1611 S HUGHES RD
PAUNOVICH, RICHARD	4711-11-302-069	79,600	50,377	401	LRR	1595 S HUGHES RD
SMITH, JASON D.	4711-11-302-070	74,500	74,500	401	LRR	1583 S HUGHES RD
TATE RYAN & BETHANY	4711-11-302-071	63,600	63,600	401	LRR	1575 S HUGHES RD
KELLER, DAVE C. & CHRISTINE J.	4711-11-302-072	76,500	60,344	401	LRR	1707 S HUGHES RD
RUSSELL DAVID & KATHERINE	4711-11-302-073	58,600	37,166	401	LRR	1662 EDWIN DR
STEAD, LINDA E.	4711-11-302-075	86,300	54,334	401	LRR	1771 S HUGHES RD
CARY, DAVID V. & CAROL E.	4711-11-304-001	86,600	54,325	401	LRR	1813 S HUGHES RD
ORTWINE, WADE	4711-11-304-003	59,300	38,672	401	LRR	1835 S HUGHES RD
THOMAS, RUSSELL J. & PHILLIS S	4711-11-304-006	147,400	121,640	401	LRR	1869 S HUGHES RD
GRASSI DANIEL & LISA	4711-11-304-010	104,200	104,200	401	LRR	1843 S HUGHES RD
GRASSI DANIEL & LISA	4711-11-304-011	75,800	75,800	401	LRR	1847 S HUGHES RD
MIGDALECK, ANDRES	4711-11-305-001	275,200	202,514	401	LRR	1794 S HUGHES RD
BOLOVER THEMITREOS & ANGELINE	4711-11-305-003	122,000	116,973	401	LRR	1824 S HUGHES RD
WALTER, MATTHEW D. & EMILY A.	4711-11-305-004	99,600	47,291	401	LRR	1828 S HUGHES RD
PAUNOVICH, MELVIN	4711-11-305-005	157,500	68,896	401	LRR	1840 S HUGHES RD
WALTER MATTHEW D. & EMILY A.	4711-11-305-007	152,600	63,448	401	LRR	1846 S HUGHES RD
HEGLE, ANDRU C.	4711-11-305-008	118,200	52,697	401	LRR	1850 S HUGHES RD
SWANAGAN-REUM, CHRISTINE M.	4711-11-305-009	111,100	57,537	401	LRR	1856 S HUGHES RD
WILSON MARINE CORP.	4711-11-305-010	743,900	402,629	201	GCD (*)	6095 E GRAND RIVER
LUFF, EDWARD L.	4711-11-305-015	160,500	92,982	401	LRR (*)	6055 E GRAND RIVER
WOYCHOWSKI REV. TRUST	4711-11-305-017	97,600	44,971	401	LRR (*)	6035 E GRAND RIVER
NIEMI, GLENN & LISA	4711-11-305-020	136,000	73,155	401	LRR (*)	6011 E GRAND RIVER
KARBON, CHARLES & SHARON	4711-11-305-022	242,400	105,397	401	LRR	6005 E GRAND RIVER
CAMPBELL, ERVIN & JEANETTE	4711-11-305-023	137,500	59,635	401	LRR (*)	6025 E GRAND RIVER

Totals for all Parcels: Count= 497, S.E.V.= 68,466,000, Taxable= 41,678,789



RESOLUTION

Upon the request of the attorneys representing the various parties in the case John L. Roberts and Maricel H. Roberts v. Genoa Township, et al, 44th Circuit Case No. 05-21570-CH and upon review of the Judgment,

BE IT HEREBY RESOLVED that it is in the best interest of the Charter Township of Genoa to consent to the terms of the proposed Consent Judgment to Vacate a Portion of North Avenue in Crooked Lake Highlands Subdivision, and

BE IT FURTHER RESOLVED the the Township attorney, Richard A. Heikkinen be and is hereby authorized to sign the Judgment on behalf of the the Township.

At a session of the Genoa Township Board held on March _____, 2007 it was

MOVED BY _____

and

SECOND BY _____

that the following resolution be adopted and said resolution was duly passed.

CERTIFICATION

Paulette A. Skolarus being the duly elected Clerk of Genoa Township does hereby certify that Resolution was duly passed at a regular meeting of the Genoa Township Board held on March ____, 2007.

Paulette A. Skolarus
Dated: March ____, 2007

**Consent Judgment to Vacate a Portion of North Ave.
in Crooked Lake Highlands Sub.**

At a session of Court held in the City of Howell, County of
Livingston, State of Michigan, this _____ day of February, 2007.

PRESENT: HONORABLE DAVID J. READER
Circuit Court Judge

WHEREAS, this matter having come to be heard upon the complaint of Plaintiffs John J. Roberts and Maricel H. Roberts to vacate a portion of North Ave. in Crooked Lake Highlands Sub.; and Plaintiff having represented to this Court that all parties required by MCL 560.224a(1) to be joined have been so joined, and that those parties have either stipulated to this Judgment, consented to the vacation of the described portion of North Ave. in Crooked Lake Highlands Sub., been given notice of the proceedings leading to this Judgment, or been defaulted;

NOW, THEREFORE, IT IS ORDERED AND ADJUDGED THAT:

1. Attached hereto, as Exhibit A, is a copy of the resolution adopted by the Livingston County Road Commission that abandons and relinquishes jurisdiction of the described portions of North Ave.
2. The following described portions of North Ave. in Crooked Lake Highlands Sub., Part of Sections 21, 22, 27, and 28; T02N; R05E; Genoa Township, Livingston County, Michigan is hereby vacated,

North Ave. from the waters edge of Crooked Lake, west to the paved portion of Highcrest Drive, subject to road right of ways.

3. Title to the vacated portion of North Ave., as described above, will vest in the rightful proprietors thereof pursuant to MCL 560,227a(1) upon the recording of the amended plat as required by this Judgment.

4 Only lawfully existing recorded easements located within the boundary of the amended plat are hereby preserved, and the amended plat shall show only lawfully existing recorded easements, and shall be accompanied by a statement of the surveyor that he or she, in determining the type, width, and location of any utility easements shown has reviewed any existing title search and/or policy of title insurance and had searched, or caused to be searched, the records of the Register of Deeds for any recorded easements burdening the subject lands which were created between the date of a title search or issuance of a title policy and the initial submittal date or the most recent resubmittal date of the amended plat and shall provide a copy of those records to the Michigan Department of Labor and Economic Growth, Office of Land Survey and Remonumentation upon submission of the amended plat.

5 Plaintiff shall record this Judgment in the Office of the Register of Deeds for the County of Livingston, State of Michigan, within 30 days of entry of this Judgment, as required by MCL 560.228.

6. The 100-year floodplain contour line (941.2 N.G.V. Datum) as established by the Michigan Department of Environmental Quality and the floodplain area shall be depicted on the amended plat in accordance with MCL 560.138.

7. The following floodplain restrictions are hereby imposed upon the amended plat as required by MCL 560.194:

- a. No new buildings for residential purposes and occupancy shall be located on any portion of a lot lying within the floodplain, unless approved in accordance with the

administrative rules, being R 560.304(2)(a-g), adopted by of the Michigan Department of Environmental Quality.

b. Other activities in the floodplain are subject to the restrictions of the Land Division Act, MCL 560.101 et seq and Part 31 of the Natural Resources and Environmental Protection Act, MCL 324.3107 and 324.3108 and shall not be conducted except pursuant to those statutes.

c. These restrictions are to be observed in perpetuity, and may not be amended without approval of the Michigan Department of Environmental Quality.

8. Any mooring or docking of boats shall, if necessary, be subject to the license and permitting requirements of Michigan law.

9. The Plaintiffs, John J. Roberts and Maricel H. Roberts and the Defendant, Michael Page, hereinafter referred to as "Grantor", shall convey to the following named Defendant deed holders of the described lots in Crooked Lake Highlands Subdivision, hereinafter referred to as "Grantee", and their successors in title to their respective lots in Crooked Lake Highlands Subdivision, a perpetual and exclusive easement for ingress and egress to Crooked Lake and the right to use the easement property as designated below with the following provisions:

- a. The easement area shall be a width of 27½ feet from the mid-point of the North Avenue platted roadway along the water's edge of Crooked Lake, with a depth of 45 feet from the water's edge, and then narrowing to a 10 foot wide walkway from the westerly border of the easement property to Highcrest Drive extending from the mid-point of the easement area;
- b. The right to construct a seasonal dock, providing access to navigable waters, but not to exceed a length of 30 feet; and the dock shall not be stored on the easement property in the off season;
- c. The right to dock or moor two boats overnight, during the boating season at the easement property;
- d. No boat lifts or hoists shall be allowed;
- e. No personal property shall be stored overnight on the easement property, with the exception of a picnic table and a barbeque grill only with the written permission of Grantor or their successors or assigns.
- f. Easement will be used by Grantees for pedestrian traffic only, and no motorized or powered vehicles shall be permitted on the easement property;

- g. No fireworks or open fires shall be permitted on the easement property without prior written permission from Grantor or their successors or assigns;
- h. A picnic table may be placed on the easement property provided it is maintained in a reasonable condition satisfactory to the Grantor of the easement or their heirs, successors or assigns;
- i. No fencing of the easement property shall be allowed without prior written approval of the Grantor and Grantee or their respective heirs, successors or assigns;
- j. Grantee and their heirs, successors and assigns shall be required to indemnify and defend the Grantor of the easement and their heirs, successors and assigns from all claims and actions arising from the easement Grantees use of the easement property;
- k. All landscaping shall be approved by a three person committee consisting of one person from Lot 10, one person from Lot 11, and one person designated by Grantees;
- l. The easement shall not be used one hour after sundown by any minor not accompanied by an adult. After sundown, easement activities shall be conducted in such a manner so as not to be loud or obnoxious or otherwise disturb the peace;
- m. The easement property shall be maintained in a condition harmonious with the neighboring properties, and in the event the easement Grantees fail to maintain the easement, Grantors shall be authorized to provide maintenance.
- n. In the event the Grantors or their successors or assigns are required to take action to enforce or enjoin violations of this Easement by Grantees or their successors in title to their lots, and such enforcement action is resolved in favor of Grantors then Grantors shall be entitled to recover the cost of enforcement, including actual attorney fees.

10. Plaintiff shall prepare and file, within 90 days of the entry of this Judgment by this Court, an amended plat for Lot 10, Lot 11, the vacated portions of North Ave., and the remnant portion of North Ave. in Crooked Lake Highlands Sub., Part of Sections 21, 22, 27, and 28; T02N; R05E; Genoa Township, Livingston County, Michigan and in a recordable form in accordance with MCL 560.101, et seq. and this Judgment, for the review and approval of the

Michigan Department of Labor and Economic Growth, Office of Land Survey and Remonumentation.

11. This Judgment shall be declared null and void *nunc pro tunc* should the amended plat not be prepared and filed as required by this Judgment and by the requirements of the Land Division Act within 90 days from the entry of this Judgment.

12. This Court shall retain jurisdiction over this matter until final approval of the proposed amended plat has been granted by the Michigan Department of Labor and Economic Growth, Office of Land Survey and Remonumentation.

13. This resolves the last pending claim in this matter and closes this case.

Dated: _____

Honorable David J. Reader
Circuit Court Judge

GENOA TOWNSHIP - GENERAL FUND
 BUDGET WORKSHEET
 PROPOSED AMENDED BUDGET FOR THE 9 MONTHS ENDING 3/31/07
 PROPOSED BUDGET FOR THE YEAR ENDING 3/31/08
 REVISION 2/19/07

ACCT #	ACCOUNT DESCRIPTION	ACTUAL FOR 6 MONTHS 12/31/2006	appr 6/19/06 BUDGET FOR THE 9 MONTHS ENDING 3/31/2007	BUDGET REMAINING	PROPOSED AMENDED BUDGET FOR 9 MONTHS ENDING 3/31/2007	PROPOSED BUDGET 1 YR ENDING 3/31/2008
REVENUES						
000-403-000	CURRENT REAL PROP TAXES	68,375	875,000	(806,625)	900,000	925,000
000-407-000	DELINQUENT TAXES - REAL/PER	1,848	7,000	(5,152)	5,000	5,000
000-423-000	COLLECT FEES/EXCESS OF ROLL	176,377	325,000	(148,623)	325,000	330,000
000-423-100	COLLECTION FEES - SCHOOLS	213	16,500	(16,287)	16,500	16,500
000-445-000	PENALTIES & INTEREST ON TAXES	938	2,500	(1,562)	2,500	2,500
000-475-000	ORDNANCE FINES	0	1,800	(1,800)	0	0
000-476-000	LICENSES & PERMITS	8,275	16,000	(7,725)	12,000	13,000
000-476-100	CABLE FRANCHISE FEES	112,737	175,000	(62,263)	165,000	190,000
000-477-000	METRO ACT FEES	0	13,500	(13,500)	13,500	13,500
000-480-000	TRAILER FEES	1,794	2,500	(706)	2,500	3,000
000-574-000	STATE SHARED REVENUES	464,769	810,000	(345,231)	830,000	1,100,000
000-608-000	CHARGES FOR SERVICES - APPLICA. FEES	46,046	60,000	(13,954)	60,000	65,000
000-631-000	REFUSE COLLECTION FEES	2,880	420,000	(417,120)	450,000	610,000
000-642-000	CHARGES FOR SERV-PRTG.	898	1,500	(602)	1,300	1,600
000-664-000	INTEREST INCOME	21,202	32,000	(10,798)	32,000	42,000
000-668-000	RENTS & ROYALTIES	25,500	50,000	(24,500)	50,000	51,000
000-676-000	ADMIN FEE/UTILITY OPERATING	0	25,000	(25,000)	25,000	25,000
000-676-100	ADMIN FEE/LIQUOR LAW FUND	3,300	3,500	(200)	3,300	5,000
000-678-300	TAXES ON LAND TRANSFER	148,162	135,000	13,162	148,162	155,000
000-678-700	WHITE PINES/STREET LIGHTING	0	700	(700)	629	650
000-695-000	OTHER MISC REVENUE	1,202	5,000	(3,798)	1,600	2,900
000-699-001	SCHOOL ELECTIONS	12,194	14,000	(1,806)	12,194	10,000
	TOTAL REVENUES	1,096,710	2,991,500	(1,894,790)	3,056,185	3,566,650

GENOA TOWNSHIP - GENERAL FUND
 BUDGET WORKSHEET
 PROPOSED AMENDED BUDGET FOR THE 9 MONTHS ENDING 3/31/07
 PROPOSED BUDGET FOR THE YEAR ENDING 3/31/08
 REVISION 2/19/07

ACCT #	ACCOUNT DESCRIPTION	ACTUAL FOR THE 9 MONTHS ENDING 3/31/2006		appx 6/19/06 BUDGET FOR THE 9 MONTHS ENDING 3/31/2007		BUDGET REMAINING	PROPOSED AMENDED BUDGET FOR 9 MONTHS ENDING 3/31/2007		PROPOSED BUDGET 1 YR ENDING 3/31/2008	
		12/31/2006								
104-703-000	EXPENDITURES & TRANSFERS OUT TO OTHER FUNDS									
104-703-000	TRUSTEES - SALARIES	12,242		16,000	3,758	18,750	25,000			
171-703-000	SUPERVISOR - SALARY	23,750		34,875	11,125	35,625	47,500			
172-703-000	TWP MGR. - SALARY	41,500		67,000	25,500	70,000	90,000			
191-703-000	ELECTION - SALARIES	44,406		12,000	(32,406)	45,000	35,000			
209-703-000	CONTRACTUAL - SALARIES	114,307		160,000	45,693	175,000	240,000			
210-801-000	PROFESSIONAL - LEGAL	41,200		95,000	53,800	75,000	100,000			
215-703-000	CLERK - SALARY	23,250		34,125	10,875	34,875	46,500			
223-801-000	PROFESSIONAL - AUDITOR	9,550		13,000	3,450	13,000	16,000			
241-801-000	PROFESSIONAL - ENGR./PLANNING	35,554		50,000	14,446	55,000	75,000			
243-801-000	TAX ROLL PREPARATION	3,624		8,000	4,376	5,000	15,000			
247-703-000	BOARD OF REVIEW - SALARIES	0		2,500	2,500	2,500	2,500			
247-964-000	TAX CHARGEBACKS	1,748		5,000	3,252	5,000	25,000			
253-703-000	TREASURER - SALARY	23,250		34,125	10,875	34,875	46,500			
265-775-000	REPAIRS AND MAINTENANCE	17,160		40,000	22,840	35,000	50,000			
265-910-000	INSURANCE	118,954		155,000	36,046	165,000	245,000			
265-920-000	UTILITIES - ELECTRIC/GAS	7,617		14,200	6,583	14,200	20,000			
284-703-000	SALARIES - OTHER	98,875		140,000	41,125	150,000	200,000			
284-704-000	RETIREMENT	46,514		56,000	9,486	57,000	80,000			
284-715-000	PAYROLL TAXES - FICAMEDICARE	28,101		43,000	14,899	43,000	60,000			
284-720-000	MESC - UNEMPLOYMENT TAXES	0		5,000	5,000	5,000	5,000			
284-727-000	PRTG., POSTAGE, OFFICE SUPPLIES	44,162		46,500	2,338	55,000	65,000			
284-850-000	TELEPHONE	5,200		9,000	3,800	9,000	12,000			
284-861-000	MILEAGE & TRAVEL EXPENSES	852		3,000	2,148	2,500	3,000			
284-862-000	CAR ALLOWANCE	3,000		4,500	1,500	4,500	6,000			

GENOA TOWNSHIP - GENERAL FUND
 BUDGET WORKSHEET
 PROPOSED AMENDED BUDGET FOR THE 9 MONTHS ENDING 3/31/07
 PROPOSED BUDGET FOR THE YEAR ENDING 3/31/08
 REVISION 2/19/07

ACCT #	ACCOUNT DESCRIPTION	ACTUAL FOR THE 9 MONTHS		BUDGET FOR THE 9 MONTHS		BUDGET REMAINING		PROPOSED AMENDED BUDGET FOR 9 MONTHS		PROPOSED BUDGET 1 YR	
		12/31/2006	3/31/2007	3/31/2007	3/31/2007	3/31/2007	3/31/2007	3/31/2007	3/31/2008		
284-955-000	TRUCK LEASE	2,179	6,000	3,821	3,500	4,500					
284-956-001	ESCROW LOSSES	0	2,000	2,000	2,000	2,000					
284-957-000	DUES	10,354	15,000	4,646	15,000	18,000					
284-958-000	MTG. FEES & MISC EXPENSES	10,240	25,000	14,760	20,000	25,000					
284-959-000	APPLICATION FEES EXPENSES	32,002	75,000	42,998	60,000	65,000					
301-703-000	ORDINANCE OFFICER - SALARY	18,168	21,000	2,832	28,000	39,000					
336-999-001	FIRE SUB STATION EXPENSES	5,810	12,000	6,190	12,000	15,000					
441-801-010	ROAD IMPROVEMENT	161,347	200,000	38,653	165,000	100,000					
441-803-000	DUMP MAINTENANCE	393,432	585,000	191,568	595,000	800,000					
441-803-100	LG. BULKY ITEM DISPOSAL	4,176	5,200	1,024	6,000	9,000					
441-804-000	DUST CONTROL/CHLORIDE	25,441	65,000	39,559	30,000	100,000					
441-805-000	STORMWATER - NPDES MANDATE	1,879	10,000	8,121	8,000	10,000					
441-971-000	WHITE PINES ST. LIGHTING	259	500	241	600	800					
751-881-000	RECREATION	24,197	90,000	65,803	90,000	90,000					
916-962-000	DRAINS AT LARGE	0	31,000	31,000	31,000	31,000					
929-977-000	CAPITAL OUTLAY	78,055	25,000	(53,055)	95,000	25,000					
966-999-010	TRANS - OUT FUTURE RD IMPROVEMENT #261	0	100,000	100,000	100,000	400,000					
966-999-013	TRANS - OUT ROAD PROJECTS FUND #264	0	150,000	150,000	150,000	0					
966-999-027	TRANS - OUT PARKS & RECREATION #270	0	100,000	100,000	200,000	200,000					
966-999-028	TRANS - OUT BLDG. & GR. - reserves - #271	0	25,000	25,000	200,000	200,000					
966-999-051	TRANS - OUT BLDG. & GR. - firehall - #271	0	0	0	75,000	75,000					
966-999-110	CONTINGENCIES	0	75,000	75,000	75,000	75,000					
	TOTAL EXPENDITURES/TRANSFERS OUT	1,512,355	2,665,625	1,153,170	3,020,925	3,744,300					
	REVENUES OVER (UNDER) EXPENDITURES & TRANSFERS OUT	(415,645)	325,975	(741,620)	35,260	(177,650)					
	BEGINNING FUND BALANCE	1,405,829	1,405,829	0	1,405,829	1,441,089					
	ENDING FUND BALANCE	990,184	1,731,804	(741,620)	1,441,089	1,263,439					

GENOA TOWNSHIP
LIQUOR LAW FUND #212
PROPOSED BUDGET WORKSHEET
FOR THE YEAR ENDING 3/31/08
REVISION 2/19/07

ACCOUNT#	ACCOUNT DESCRIPTION	ACTUAL FOR 6 MONTHS 12/31/2006	app. 6/19/06 BUDGET FOR THE 9 MONTHS ENDING 3/31/2007	BUDGET REMAINING	PROPOSED BUDGET FOR THE YR ENDING 3/31/2008
REVENUES					
000-570-000	STATE SHARED REVENUE	11,998	9,000	2,998	12,000
000-664-000	INTEREST INCOME	25	15	10	50
000-695-000	OTHER INCOME	0	50	(50)	0
	TOTAL REVENUES	12,023	9,065	2,958	12,050
EXPENDITURES					
000-956-000	MISC. EXPENSE	100	50	(50)	100
330-702-000	LIQUOR LAW ENFORCEMENT WAGES	4,400	4,950	550	6,600
330-704-000	RETIREMENT	440	495	55	660
330-715-000	PAYROLL TAXES	337	400	63	505
330-716-000	LIQ. LAW ADMIN FEES - GENOA	3,300	3,500	200	3,500
	TOTAL EXPENDITURES	8,577	9,395	818	11,365
	NET REVENUES/EXPENDITURES	3,446	(330)	3,776	685
	BEGINNING FUND BALANCE	1,380	1,380	0	1,050
	ENDING FUND BALANCE	4,826	1,050	3,776	1,735

GENOA TOWNSHIP
 FUTURE ROAD IMPROVEMENT FUND #261
 BUDGET WORKSHEET
 PROPOSED AMENDED BUDGET FOR THE 9 MONTHS ENDING 3/31/07
 PROPOSED BUDGET FOR THE YEAR ENDING 3/31/08
 REVISION 2/19/07

ACCOUNT#	ACCOUNT DESCRIPTION	ACTUAL FOR 6 MONTHS 12/31/2006	apr. 6/19/06 BUDGET FOR THE 9 MONTHS ENDING 3/31/2007	BUDGET REMAINING	PROPOSED AMENDED BUDGET FOR THE 9 MONTHS ENDING 3/31/2007	PROPOSED BUDGET FOR THE YEAR ENDING 3/31/2008
REVENUES						
000-664-000	INTEREST INCOME	16,999	40,000	(23,001)	25,000	30,000
000-673-000	CONTRIBUTION FROM DEVELOPER	0	0	0	0	0
NEW	OPERATING TRANSFER IN (#264 RD FUND)	0	0	0	0	400,000
000-699-000	OPERATING TRANSFER IN (G/F)	0	100,000	(100,000)	100,000	400,000
	TOTAL REVENUES	16,999	140,000	(123,001)	125,000	830,000
EXPENDITURES						
441-968-100	WHITE HORSE DRIVE IMPROVEMENTS	117,578	0	(117,578)	120,000	0
NEW ACCT	CHALLIS - CONRAD RD SURFACING	0	0	0	0	1,400,000
906-956-000	MISC	0	300	300	300	300
	TOTAL EXPENDITURES	117,578	300	(117,278)	120,300	1,400,300
	NET REVENUES/EXPENDITURES	(100,579)	139,700	(240,279)	4,700	(570,300)
	BEGINNING FUND BALANCE	1,138,666	1,138,666	0	1,138,666	1,143,366
	ENDING FUND BALANCE	1,038,087	1,278,366	(240,279)	1,143,366	573,066

GENOA TOWNSHIP
 ROAD/LAKE IMPROVEMENT ADVANCES FUND #284
 BUDGET WORKSHEET
 PROPOSED AMENDED BUDGET FOR THE 9 MONTHS ENDING 3/31/07
 PROPOSED BUDGET FOR THE YEAR ENDING 3/31/08
 REVISION 2/19/07

ACCOUNT##	ACCOUNT DESCRIPTION	ACTUAL FOR 6 MONTHS 12/31/2006	apr. 6/19/06 BUDGET FOR THE 9 MONTHS ENDING 3/31/2007	BUDGET REMAINING	PROPOSED AMENDED BUDGET FOR THE 9 MONTHS 3/31/2007	PROPOSED BUDGET FOR THE YEAR ENDING 3/31/2008	final asses. Yr.
000-664-000	INTEREST INCOME	1,864	1,000	864	2,100	2,000	12/07
453-085-120	ASSESSMENTS - CHEMUNG WEED	340	0	340	42,408	42,408	12/09
458-049-100	ASSESSMENTS - CHEMUNG, NORFOLK	0	21,500	(21,500)	21,609	21,609	12/09
	ASSESSMENTS - PARDEE LAKE	101	6,800	(6,699)	7,400	0	12/06
	ASSESSMENTS - PARDEE LAKE 2	0	0	0	20,000	20,000	12/10
454-672-000	ASSESSMENTS - PRAIRIE VIEW	2,357	97,000	(94,643)	97,821	97,821	12/08
455-672-000	ASSESSMENTS - WHITE PINES	0	35,415	(35,415)	35,415	35,415	12/08
456-672-000	ASSESSMENTS - ROLLING MEADOWS	1,426	27,000	(25,574)	17,820	17,820	12/09
459-672-000	ASSESSMENTS - LONG POINTE	2,919	4,670	(1,751)	3,503	3,503	12/09
	ASSESSMENTS - STATE STREET	0	3,000	(3,000)	3,000	3,000	12/10
	ASSESSMENTS - HOMESTEAD RD IMPR.	0	0	0	0	22,000	12/07
	OPER TRANS IN FROM #261 (NORFOLK)	0	0	0	0	0	
000-669-000	OPERATING TRANS IN FROM GF (PV)	0	150,000	(150,000)	150,000	0	
	OPERATING TRANS IN FROM GF (WP)	0	0	0	0	0	
	OPERATING TRANS IN FROM #261 (RM)	0	0	0	0	0	
	OPERATING TRANS IN FROM #261 (LP)	0	0	0	0	0	
	OPERATING TRANS IN FROM #261 (ST STR)	0	0	0	0	0	
	ASSESSMENTS - OTHER	0	0	0	0	0	
	OTHER INCOME	0	0	0	0	0	
	TOTAL REVENUES	9,007	348,385	(337,378)	401,076	285,576	
EXPENDITURES							
453-801-000	LAKE CHEMUNG WEEDS	6,063	12,000	5,937	12,000	15,000	
454-801-000	PRAIRIE VIEW CONTRACT	46,159	0	(46,159)	46,159	0	
456-801-000	ROLLING MEADOWS	8,977	0	(8,977)	9,000	0	
457-801-000	LONG POINTE DRIVE	0	0	0	0	0	
458-801-000	CHEMUNG, NORFOLK	0	0	0	0	0	
	STATE STREET	0	0	0	0	0	
	HOMESTEAD ROAD IMPROVEMENT	0	0	0	0	20,000	
	MISCAUDITING	0	20,000	20,000	0	0	
	PARDEE LAKE WEEDS	0	300	300	300	350	
	TRANS OUT - #261 RD. IMPR. - (CHALLIS CONTRAD)	0	10,000	10,000	15,000	22,000	
	OTHER ROADS	0	0	0	0	400,000	
	OTHER LAKES	0	0	0	0	15,000	
	OTHER LAKES	0	0	0	0	15,000	
	TOTAL EXPENDITURES	61,199	42,300	(18,899)	82,459	487,350	
	NET REVENUES/EXPENDITURES	(52,192)	304,085	(356,277)	318,617	(221,774)	
	BEGINNING FUND BALANCE	157,350	157,350	0	157,350	475,967	
	ENDING FUND BALANCE	105,158	461,435	(356,277)	475,967	254,193	

GENOA TOWNSHIP
 FUTURE DEVELOPMENT - PARKS/RECREATION FUND #270
 BUDGET WORKSHEET
 PROPOSED AMENDED BUDGET FOR 9 MONTHS ENDING 3/31/07
 PROPOSED BUDGET FOR THE YEAR ENDING 3/31/08
 REVISION 2/19/07

ACCOUNT#	ACCOUNT DESCRIPTION	ACTUAL FOR 6 MONTHS ENDING 12/31/2006	appr. 6/19/06 BUDGET FOR THE 9 MONTHS ENDING 3/31/2007	BUDGET REMAINING	PROPOSED AMENDED BUDGET FOR THE 9 MONTHS ENDING 3/31/2007	PROPOSED BUDGET FOR THE YEAR ENDING 3/31/2008
REVENUES						
000-664-000	INTEREST INCOME	10,158	18,000	(7,842)	18,000	18,000
000-699-000	OPERATING TRANS IN FROM GF	0	100,000	(100,000)	200,000	200,000
NEW	PROCEEDS FROM LOAN/FINANCING OF LAND	0	0	0	0	755,000
000-699-001	MISC REVENUE	0	100	(100)	100	100
	TOTAL REVENUES	10,158	118,100	(107,942)	218,100	973,100
EXPENDITURES						
NEW	SIDEWALKS (GRAND RIVER)	0	0	0	0	200,000
536-972-000	LAND FOR RECREATION	0	0	0	0	1,455,000
536-972-000	PROF CONTRACTUAL EXP	4,427	0	(4,427)	5,000	0
NEW	DEBT SERVICE PMTS	0	0	0	0	156,200
	MISC/AUDITING	0	250	250	300	250
	TOTAL EXPENDITURES	4,427	250	(4,177)	5,300	1,811,450
	NET REVENUES/EXPENDITURES	5,731	117,850	(112,119)	212,800	(838,350)
	BEGINNING FUND BALANCE	729,315	729,315	0	729,315	942,115
	ENDING FUND BALANCE	735,046	847,165	(112,119)	942,115	103,765

GENOA TOWNSHIP
 BUILDINGS & GROUNDS RESERVE FUND #271
 BUDGET WORKSHEET
 PROPOSED AMENDED BUDGET FOR 9 MONTHS ENDING 3/31/07
 PROPOSED BUDGET FOR THE YEAR ENDING 3/31/08
 REVISION 2/19/07

ACCOUNT#	ACCOUNT DESCRIPTION	ACTUAL FOR THE 6 MONTHS ENDING 12/31/2006	appx. 6/19/06 BUDGET FOR THE 9 MONTHS ENDING 3/31/2007	BUDGET REMAINING	PROPOSED AMENDED BUDGET FOR THE 9 MONTHS ENDING 3/31/2007	PROPOSED BUDGET FOR THE YEAR ENDING 3/31/2008
REVENUES						
000-664-000	INTEREST INCOME	614	1,000	(386)	1,000	5,050
000-699-000	OPERATING TRANS IN FROM GF - RESERVES	0	25,000	(25,000)	25,000	25,000
NEW	OPERATING TRANS IN FROM GF - FIREHALL	0	0	0	200,000	200,000
NEW	PROCEEDS FROM LOAN - FNB FIREHALL	0	0	0	0	400,000
	MISC INCOME	0	0	0	0	0
	TOTAL REVENUE	614	26,000	(25,386)	226,000	630,050
EXPENDITURES						
	CAPITAL OUTLAY - FIREHALL	0	0	0	0	600,000
	OTHER	0	0	0	0	0
	TOTAL EXPENDITURES	0	0	0	0	600,000
	NET REVENUES/EXPENDITURES	614	26,000	(25,386)	226,000	30,050
	BEGINNING FUND BALANCE	25,353	25,353	0	25,353	251,353
	ENDING FUND BALANCE	25,967	51,353	(25,386)	251,353	281,403
	FUND BALANCE DESIGNATION					
	RESERVES FOR CAPITAL REPLACEMENT	25,967	51,353		51,353	77,363
	NEW FIREHALL	0	0		200,000	204,040
	ENDING FUND BALANCE	25,967	51,353		251,353	281,403

GENOA TOWNSHIP
 DPW UTILITY FUND #503
 BUDGET WORKSHEET
 PROPOSED AMENDED BUDGET FOR 9 MONTHS ENDING 3/31/07
 PROPOSED BUDGET FOR THE YEAR ENDING 3/31/08
 REVISION 2/19/07

ACCOUNT#	ACCOUNT DESCRIPTION	ACTUAL FOR THE 6 MONTHS ENDING 12/31/2006	appr. 6/19/06 BUDGET FOR THE 9 MONTHS ENDING 3/31/2007	BUDGET REMAINING	PROPOSED AMENDED BUDGET FOR THE 9 MONTHS ENDING 3/31/2007	PROPOSED BUDGET FOR THE YEAR ENDING 3/31/2008
REVENUES						
000-664-000	INTEREST INCOME	0	250	(250)	50	250
000-695-000	OTHER INCOME	0	0	0	0	0
000-610-000	FEES FROM WATER/SEWER DISTRICTS	0	0	0	0	0
000-610-011	MARION TWP SEWER	6,309	12,798	(6,489)	13,500	17,500
000-610-011	G/O SEWER	56,359	95,528	(39,169)	97,000	127,500
000-610-592	OP WATER/SEWER	26,558	46,115	(19,557)	47,000	62,000
000-610-593	LE WATER/SEWER	11,552	24,328	(12,776)	24,500	33,000
000-610-595	PC WATER/SEWER	6,226	13,828	(7,602)	14,000	19,000
000-610-650	MHOG WATER	59,098	98,402	(39,304)	102,000	132,000
	TOTAL REVENUES	166,102	291,249	(125,147)	298,050	391,250

EXPENDITURES		ACTUAL FOR THE 6 MONTHS ENDING 12/31/2006	appr. 6/19/06 BUDGET FOR THE 9 MONTHS ENDING 3/31/2007	BUDGET REMAINING	PROPOSED AMENDED BUDGET FOR THE 9 MONTHS ENDING 3/31/2007	PROPOSED BUDGET FOR THE YEAR ENDING 3/31/2008
172-703-000	DIRECTOR SALARY	32,500	50,000	17,500	50,000	73,000
209-703-000	OTHER SALARIES	51,780	77,000	25,220	80,000	109,000
223-801-000	AUDITORS/ACCOUNTING SERVICES	0	4,000	4,000	4,000	5,000
265-775-000	REPAIRS & MAINTENANCE	670	2,500	1,830	1,500	2,000
265-910-000	INSURANCE /BCBS/STANDARD INS	28,357	49,000	20,643	49,000	63,000
265-920-000	TRAILER - ELECTRICITY	0	2,400	2,400	2,400	2,400
284-704-000	RETIREMENT	8,700	12,700	4,000	13,300	18,000
284-715-000	EMPLOYERS SHARE FICA	6,631	11,500	4,869	11,000	14,400
284-726-000	POSTAGE & PRINTING	207	6,000	5,793	5,000	6,000
284-727-000	OFFICE SUPPLIES	6,226	3,000	(3,226)	8,000	5,000
284-728-000	COMPUTER & SOFTWARE EXPENSES	3,273	7,000	3,727	5,000	7,000
284-729-000	SUPPLIES & TOOLS	4,514	2,000	(2,514)	12,000	15,000
284-730-000	CONFERENCES	306	0	(306)	750	1,000
284-850-000	TELEPHONE - CUSTOMER LINE	451	550	99	750	1,000
284-850-001	TELEPHONE - G/O PLANT	0	6,000	6,000	6,000	9,000
284-850-002	TELEPHONE - MOBILE PHONES	1,119	1,800	681	1,800	2,500
284-862-000	TRUCK EXPENSES/AUTO REIMB.	3,705	6,000	2,295	5,000	8,000
284-862-001	TRAILER RENTAL EXPENSES	2,250	5,625	3,375	3,375	4,500
284-956-000	UNIFORMS & CLOTHING	1,136	1,900	764	1,900	2,500
284-956-002	ADMINISTRATION EXPENSES	0	25,000	25,000	25,000	25,000
284-960-000	METER SERVICES - CONTRACTOR	600	0	(600)	1,000	2,000
966-999-000	TRANSFER TO TRUCK/EQUIP SINKING FUND	0	10,000	10,000	10,000	10,000
966-999-100	CONTINGENCIES	0	5,000	5,000	0	5,000
	TOTAL EXPENDITURES	152,425	288,975	136,550	296,775	390,300

NET REVENUES OVER (UNDER) EXPENDITURES	13,677	2,274	11,403	1,275	950
BEGINNING FUND BALANCE	0	0	0	0	1,275
ENDING FUND BALANCE	13,677	2,274	11,403	1,275	2,225