

**GENOA CHARTER TOWNSHIP
BOARD OF TRUSTEES
PUBLIC HEARING AND REGULAR MEETING
AUGUST 6, 2012
6:30 p.m.**

AGENDA

Call to Order:

Pledge of Allegiance:

Call to the Public:

Approval of Consent Agenda:

1. Payment of Bills.
2. Request to approve minutes: July 19, 2012.

Approval of Regular Agenda:

3. Discussion and possible action regarding subdivision road improvement financing.
4. Request for approval and adoption of Ordinance #Z-12-01 to amend the zoning map of Genoa Charter Township by rezoning property located at 7777 Bendix Road, Brighton (parcel 4711-13-200-012) from MDR (Medium Density Residential) to OSD (Office Service District) petitioned by Notable Realty.
5. Review of a site plan application, impact assessment and site plan for a proposed 5,000 sq.ft. office building located at 7777 Bendix, Brighton, Sec. 13, petitioned by Notable Realty.
 - A. Disposition of impact assessment (dated 1-30-12).
 - B. Disposition of site plan (dated 7-9-12).
6. Introduction of proposed amendment to the Township Litter Ordinance and request to set public hearing to consider adoption for the August 20th, 2012 regular meeting.
7. Consider approval of Resolution 120806A authorizing the Township Supervisor and Township Clerk to execute a quit claim deed for the conveyance of parcel number 11-09-100-037 to Michigan Department of Transportation for the construction of the Latson Road Interchange.

8. Consider approval of Resolution 120806B for the Township to enter into the proposed Water Tower Lease Agreement and Memorandum of Lease Agreement with New Par, d/b/a/ Verizon Wireless and to enter into the proposed Declaration of Easements and Maintenance Agreement with Villas of Oak Pointe Association in regards to installing cellular antennae, equipment shelter and related improvements at the Oak Pointe Water Tower.

9. Request for approval of an entertainment permit in regards to a Class C liquor license located at 3949 E. Grand River Ave., Howell, MI requested by Applebee's Restaurants Mid-Atlantic, LLC.

Correspondence
Member Discussion
Adjournment

CHECK REGISTERS FOR TOWNSHIP BOARD MEETING

DATE: August 6, 2012

TOWNSHIP GENERAL EXPENSES: Thru August 6, 2012	\$191,888.70
July 20, 2012 Bi Weekly Payroll	\$70,661.12
August 1, 2012 Monthly Payroll	\$10,600.39
August 3, 2012 Bi Weekly Payroll	\$70,638.10
OPERATING EXPENSES: Thru August 6, 2012	\$308,399.79
TOTAL:	<u>\$652,188.10</u>

<u>Check Number</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Check Date</u>	<u>Check Amount</u>
28664	US POSTA	US Postal Service	07/12/2012	1,598.19
28665	BORDINE	Bordine Nursery	07/12/2012	201.89
28666	COOPERST	Cooper's Turf Management LLC	07/12/2012	7,119.00
28667	EHIM	EHIM, INC	07/12/2012	6,630.60
28668	ETNA SUP	Etna Supply Company	07/12/2012	6,750.00
28669	FIRST IM	First Impression Print & Marketing	07/12/2012	2,144.53
28670	GANNETT	Livingston Press & Argus	07/12/2012	840.00
28671	Lollo K	Kelly Lollo	07/12/2012	156.25
28672	Mancuso	Mancuso & Cameron, P.C.	07/12/2012	9,715.98
28673	Net serv	Network Services Group, L.L.C.	07/12/2012	741.99
28674	Pontem	Pontem	07/12/2012	471.00
28675	Tetra Te	Tetra Tech Inc	07/12/2012	105.00
28676	Wentz	Joan Wentz	07/12/2012	50.00
28677	Equitabl	Equivest Unit Annuity Lock Box	07/20/2012	705.00
28678	Adamski	Janet Adamski	07/19/2012	25.00
28679	assenma	Robert Assenmacher	07/19/2012	25.00
28680	ASSENMAC	Diane G. Assenmacher	07/19/2012	25.00
28681	BATTIATA	Nancy Battiata	07/19/2012	25.00
28682	Bhavsar	Janice Bhavsar	07/19/2012	25.00
28683	BillelCl	Clementine Billel	07/19/2012	25.00
28684	Binder	Donald Binder	07/19/2012	25.00
28685	BODALSKI	Mary Lynn Bodalski	07/19/2012	71.00
28686	BodalskR	Richard Bodalski	07/19/2012	25.00
28687	Bowman	Chuck Bowman	07/19/2012	25.00
28688	Brender	Karen Brender	07/19/2012	25.00
28689	Brenna	Deborah Brennan	07/19/2012	25.00
28690	BRENNAN	Ann Brennan	07/19/2012	25.00
28691	BURGNER	Mary Burgner	07/19/2012	25.00
28692	Clarke	Jane Clarke	07/19/2012	25.00
28693	COLLINS	Shawn Collins	07/19/2012	25.00
28694	CONRICH	Mary Conricode	07/19/2012	25.00
28695	DavisS	Shelagh Davis	07/19/2012	25.00
28696	Doucette	Louis Doucette	07/19/2012	25.00
28697	FLAMMERS	Erika H. Flammersfield	07/19/2012	25.00
28698	FRASHEC	Cheryl Frasheski	07/19/2012	25.00
28699	FRASHEK	Kenneth Frasheski	07/19/2012	25.00
28700	Gammon	Debra Gammon	07/19/2012	25.00
28701	Goodall	Diane Goodall	07/19/2012	25.00
28702	Granet	Marlene Granet	07/19/2012	25.00
28703	GUERR	Marie Guerriero	07/19/2012	25.00
28704	Guerrier	Charles Guerriero	07/19/2012	25.00
28705	HYSEN	Theodore Hysen	07/19/2012	25.00
28706	JonesC	Constance Jones	07/19/2012	25.00
28707	Kelloggs	Sarah Kellogg	07/19/2012	25.00
28708	KIRSCH H	Hilda Kirsch	07/19/2012	25.00
28709	Konsitzk	Konrad Konsitzke	07/19/2012	25.00
28710	Koss	Brigitte Koss	07/19/2012	25.00
28711	LADUKJA	Janet La Duke	07/19/2012	25.00
28712	LarsonR	Richard Larson	07/19/2012	25.00
28713	Lazzari	Mary Ann Lazzari	07/19/2012	25.00
28714	Lewis	Barbara Lewis	07/19/2012	76.75
28715	Lizak	Jean Lizak	07/19/2012	25.00
28716	LIZAKSTE	Steve Lizak	07/19/2012	25.00
28717	MahalakC	Carolyn Mahalak	07/19/2012	25.00
28718	MateviaG	Gerald Matevia	07/19/2012	25.00
28719	MateviaJ	Joyce Matevia	07/19/2012	25.00
28720	McCauley	Jennifer McCauley	07/19/2012	25.00
28721	Mcclure	Cecelia McClure	07/19/2012	76.75
28722	McGrath	Carol McGrath	07/19/2012	25.00
28723	MORRISON	Carolyn Morrison	07/19/2012	25.00
28724	Nagy	Joseph Nagy	07/19/2012	25.00
28725	NelsonD	Donna Nelson	07/19/2012	25.00

<u>Check Number</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Check Date</u>	<u>Check Amount</u>
28726	OBrien	Thomas O'Brien	07/19/2012	25.00
28727	Poppy	Kathryn Shreyer-Poppy	07/19/2012	25.00
28728	RIGGS	Ann Riggs	07/19/2012	25.00
28729	RISTO	Tom Risto	07/19/2012	76.75
28730	ristoj	Joni L. Risto	07/19/2012	25.00
28731	RYNICKE	Antoinette Rynicke	07/19/2012	25.00
28732	SapienzP	Paul Sapienza Jr.	07/19/2012	25.00
28733	Saunder	John Saunders	07/19/2012	25.00
28734	Schelosk	Mary Scheloske	07/19/2012	25.00
28735	Sebastia	Paul Sebastian	07/19/2012	25.00
28736	SHAFER K	Karleen Shafer	07/19/2012	25.00
28737	Smyth	Allen Smyth	07/19/2012	25.00
28738	SmythM	Marilynn Smyth	07/19/2012	25.00
28739	Sterzing	Darrel Sterzinger	07/19/2012	25.00
28740	StGermaM	Marie St. Germain	07/19/2012	25.00
28741	StGerMau	Maurice St. Germain	07/19/2012	25.00
28742	SwihartE	Eva C. Swihart	07/19/2012	25.00
28743	SwihartW	William D. Swihart	07/19/2012	25.00
28744	Vettrain	John Vettraino	07/19/2012	25.00
28745	WENNERBE	Virginia Wennerberg	07/19/2012	76.75
28746	Wisser	Kathleen Wisser	07/19/2012	25.00
28747	WisserJa	Jake Wisser	07/19/2012	85.38
28748	WisserKe	Kelsey Wisser	07/19/2012	25.00
28749	Withorn	Margaret Withorn	07/19/2012	25.00
28750	Woody	Frank Woody	07/19/2012	25.00
28751	WoodyPr	Prudence Woody	07/19/2012	270.00
28752	Allstar	Allstar Alarm LLC	07/20/2012	150.00
28753	AMER IMA	Applied Imaging	07/20/2012	3.65
28754	AT&TLONG	AT&T Long Distance	07/20/2012	110.53
28755	ATT& IL	AT&T	07/20/2012	84,971.80
28756	BLUE CRO	Blue Cross & Blue Shield Of Mi	07/20/2012	100.00
28757	Brazin	Jack Brazin	07/20/2012	1,058.93
28758	BullsEye	BullsEye Telecom	07/20/2012	3,920.10
28759	CARDM	Chase Card Services	07/20/2012	36.00
28760	Clearwat	Clearwater Systems	07/20/2012	25.54
28761	CONSUMER	Consumers Energy	07/20/2012	205.36
28762	DTE EN	DTE Energy	07/20/2012	3,218.70
28763	DYKEMA	Dykema Gossett PLLC	07/20/2012	704.22
28764	ELECTSOU	MC&E/ELECTION SOURCE	07/20/2012	109.46
28765	FED EXPR	Federal Express Corp	07/20/2012	2,175.38
28766	Lincoln	Lincoln National Life Ins Co.	07/20/2012	624.00
28767	Mann	D.H. Mann & Associates, Inc.	07/20/2012	251.66
28768	MASTER M	Master Media Supply	07/20/2012	105.68
28769	mhog	MHOG Utilities	07/20/2012	33,650.00
28770	SCODELLE	Scodeller Construction	07/20/2012	87.40
28771	SHELL	Shell	07/20/2012	112.66
28772	Sitnar	Susan Sitner	07/20/2012	172.50
28773	SPIRIT L	Spirit Of Livingston	07/20/2012	3,000.00
28774	Stonebri	SBS Group, LLC	07/20/2012	227.50
28775	Tetra Te	Tetra Tech Inc	07/20/2012	134.47
28776	TRI COUN	Tri County Cleaning Supply Inc	07/20/2012	248.76
28777	VERIZONW	Verizon Wireless	07/20/2012	99.99
28778	WIRELESS	Wireless Zone WZ340	07/20/2012	6,003.89
28779	SOM-TRE	State Of Mich- Dept Of Treasur	07/20/2012	705.00
28780	Equitabl	Equivest Unit Annuity Lock Box	08/03/2012	296.50
28781	Americ G	American General Life Insuranc	07/27/2012	537.14
28782	ARCHINAL	Michael Archinal	07/27/2012	86.47
28783	AT&T Fax	AT&T	07/27/2012	2,823.00
28784	Big Wate	Big Water Technologies Corp	07/27/2012	30.00
28785	Clearwat	Clearwater Systems	07/27/2012	101.03
28786	COMCAST	Comcast	07/27/2012	25.00
28787	DespotW	William Despot	07/27/2012	

Genoa Charter Township
User: angie

Accounts Payable
Checks by Date - Summary by Check Number

Printed: 07/30/2012 11:41
Summary

<u>Check Number</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Check Date</u>	<u>Check Amount</u>
28788	HWL PARK	Howell Parks And Recreation	07/27/2012	64,485.00
28789	Lollo K	Kelly Lollo	07/27/2012	321.88
28790	Panera B	Panera Bread	07/27/2012	111.92
28791	Rus	George Rus	07/27/2012	110.00
28792	SPIRIT L	Spirit Of Livingston	07/27/2012	180.00
28793	US POSTA	US Postal Service	07/27/2012	190.00
28794	VERIZONW	Verizon Wireless	07/27/2012	335.67
28795	WALMART	Walmart Community	07/27/2012	279.10
28796	Brazin	Jack Brazin	07/27/2012	100.00
Report Total:				191,888.70

Accounts Payable
Computer Check Register

Genoa Township

2911 Dorr Road
Brighton, MI 48116

(810) 227-5225

User: diane

Printed: 07/13/2012 - 12:24

Bank Account: 101CH

Check	Vendor No	Vendor Name	Date	Invoice No	Amount
10910	AETNA LI	Aetna Life Insurance & Annuity	07/20/2012		25.00
			Check 10910 Total:		25.00
10911	EFT-FED	EFT- Federal Payroll Tax	07/20/2012		7,176.42 2,804.74 4,140.33 968.32 968.32
			Check 10911 Total:		16,058.13
10912	EFT-PENS	EFT- Payroll Pens Ln Pyts	07/20/2012		1,424.25
			Check 10912 Total:		1,424.25
10913	EFT-TASC	EFT-Flex Spending	07/20/2012		930.72
			Check 10913 Total:		930.72
28677	Equitabl	Equivest Unit Annuity Lock Box	07/20/2012		705.00
			Check 28677 Total:		705.00
10914	FIRST NA	First National Bank	07/20/2012		300.00 2,920.00 48,298.02

Check 10914 Total:

51,518.02

Report Total:

70,661.12

**First National
Direct Deposit
JULY 20, 2012
Bi-Weekly Payroll**

<u>Employee Name</u>	<u>Debit Amount</u>	<u>Credit Amount</u>
Genoa Township	\$51,518.02	
Aaron Korpela		\$1,159.43
Adam Van Tassell		\$1,127.86
Alex Chimpouras		\$1,965.67
Amy Ruthig		\$1,009.12
Angela Williams		\$618.36
Caitlin Nims		\$989.64
Carol Hanus		\$1,242.61
Craig Bunkoske		\$1,739.40
Dakota Olvin		\$610.75
Daniel Schlack		\$1,217.50
Dave Estrada		\$1,347.71
David Miller		\$1,949.95
Deborah Rojewski		\$1,612.06
Diane Zerby		\$436.06
Duane Chatterson		\$1,699.05
Erin Daksiewicz		\$450.57
Greg Tatara		\$2,531.26
Jacob Mitchell		\$1,169.64
James Aulette		\$1,758.91
Jeffrey Meyers		\$1,361.36
Jenifer Kern		\$509.53
Jonathan Morton		\$1,303.54
Judith Smith		\$1,218.57
Karen J. Saari		\$994.64
Kelly VanMarter		\$2,085.96
Kimberly MacLeod		\$792.18
Kristen Sapienza		\$521.15
Kyle Mitchell		\$1,028.21
Laura Mroczka		\$1,714.50
Martin Reich		\$1,609.71
Matthew Hunt		\$705.79
Michael Archinal		\$2,973.79
Renee Gray		\$1,061.11
Robin Hunt		\$1,373.06
Scott Lowe		\$1,455.33
Steven Anderson		\$1,741.94
Susan Sitner		\$897.87
Tammy Lindberg		\$1,003.65
Tesha Humphriss		\$1,919.83
Zakkery Olvin		\$610.75
Total Deposit		\$51,518.02

Accounts Payable
Computer Check Register

Genoa Township

2911 Dorr Road
Brighton, MI 48116

(810) 227-5225

User: diane

Printed: 07/19/2012 - 16:22

Bank Account: 101CH

Check	Vendor No	Vendor Name	Date	Invoice No	Amount
10915	EFT-FED	EFT- Federal Payroll Tax	08/01/2012		1,706.38 428.42 632.44 147.90 147.90
			Check 10915 Total:		3,063.04
10916	EFT-PENS	EFT- Payroll Pens Ln Pyts	08/01/2012		235.37
			Check 10916 Total:		235.37
10917	EFT-TASC	EFT-Flex Spending	08/01/2012		227.27
			Check 10917 Total:		227.27
10918	FIRST NA	First National Bank	08/01/2012		7,024.71 50.00
			Check 10918 Total:		7,074.71
			Report Total:		10,600.39

**First National
Direct Deposit
AUGUST 1, 2012
Monthly Payroll**

<u>Employee Name</u>	<u>Debit Amount</u>	<u>Credit Amount</u>
Genoa Township	\$7,074.71	
Adam Van Tassel		\$548.50
Gary McCririe		\$2,281.30
H.J. Mortensen		\$519.68
Jean Ledford		\$153.23
Paulette Skolarus		\$3,233.53
Steve Wildman		\$165.24
Todd Smith		\$173.23
Total Deposit		<u><u>\$7,074.71</u></u>

Accounts Payable
Computer Check Register

Genoa Township

2911 Dorr Road
Brighton, MI 48116

(810) 227-5225

User: diane

Printed: 07/27/2012 - 12:45

Bank Account: 101CH

Check	Vendor No	Vendor Name	Date	Invoice No	Amount
10920	AETNA LI	Aetna Life Insurance & Annuity	08/03/2012		25.00
				Check 10920 Total:	25.00
10921	EFT-FED	EFT- Federal Payroll Tax	08/03/2012		7,135.90 2,803.80 4,138.95 967.97 967.97
				Check 10921 Total:	16,014.59
10922	EFT-PENS	EFT- Payroll Pens Ln Pyts	08/03/2012		1,424.25
				Check 10922 Total:	1,424.25
10923	EFT-TASC	EFT-Flex Spending	08/03/2012		930.72
				Check 10923 Total:	930.72
28780	Equitabl	Equivest Unit Annuity Lock Box	08/03/2012		705.00
				Check 28780 Total:	705.00
10924	FIRST NA	First National Bank	08/03/2012		300.00 2,920.00 48,318.54

Check 10924 Total:

51,538.54

Report Total:

70,638.10

**First National
Direct Deposit
AUGUST 3, 2012
Bi-Weekly Payroll**

<u>Employee Name</u>	<u>Debit Amount</u>	<u>Credit Amount</u>
Genoa Township	\$51,538.54	
Aaron Korpela		\$1,069.43
Adam Van Tassell		\$1,127.86
Alex Chimpouras		\$1,965.67
Amy Ruthig		\$1,009.12
Angela Williams		\$838.97
Caitlin Nims		\$1,189.32
Carol Hanus		\$1,242.61
Craig Bunkoske		\$1,633.66
Dakota Olvin		\$673.75
Daniel Schlack		\$1,414.94
Dave Estrada		\$1,365.81
David Miller		\$1,949.95
Deborah Rojewski		\$1,612.06
Diane Zerby		\$526.85
Duane Chatterson		\$1,786.35
Erin Daksiewicz		\$666.57
Greg Tatara		\$2,531.26
Jacob Mitchell		\$919.88
James Aulette		\$1,617.16
Jeffrey Meyers		\$1,180.24
Jenifer Kern		\$410.30
Jonathan Morton		\$1,039.32
Judith Smith		\$1,218.57
Karen J. Saari		\$994.64
Kelly VanMarter		\$2,085.96
Kimberly MacLeod		\$1,053.84
Kristen Sapienza		\$476.15
Kyle Mitchell		\$947.78
Laura Mroczka		\$1,714.50
Martin Reich		\$1,609.71
Matthew Hunt		\$705.79
Michael Archinal		\$2,973.79
Renee Gray		\$1,061.11
Robin Hunt		\$1,373.06
Scott Lowe		\$1,413.93
Steven Anderson		\$1,741.94
Susan Sitner		\$799.46
Tammy Lindberg		\$1,003.65
Tesha Humphriss		\$1,919.83
Zakkery Olvin		\$673.75
Total Deposit		<u><u>\$51,538.54</u></u>

#593 LAKE EDGEWOOD W/S FUND**Payment of Bills**

July 10 - 30, 2012

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
Check	07/11/2012	2188	Auto Zone	Inv 2170793452	-15.47
Check	07/11/2012	2189	City Of Brighton	Northstar #1 & 2/Lake Edge 4/1 - 6/30/12	-17,881.76
Check	07/11/2012	2190	Brighton Analytical L.L.C.	June 2012 invoices	-267.00
Check	07/11/2012	2191	COOPER'S TURF MANAGEMENT	Inv 9902	-220.00
Check	07/11/2012	2192	Charter Township of Brighton	Davita Dialysis Center April - June, 2012	-835.80
Check	07/11/2012	2193	DTE Energy	Service from May 31 - June 29, 2012	-3,887.86
Check	07/11/2012	2194	Genoa/Oceola Sewer Authority	Direct Disposal Costs June 2012 Inv 120	-39.29
Check	07/11/2012	2195	GENOA TWP-DPW FUND	Maintenance/billing fees July 2012	-9,338.66
Check	07/11/2012	2196	GEOCORP, INC	Inv 00164095	-194.14
Check	07/11/2012	2197	GRUNDY ACE OF HOWELL	Inv #'s 72334 & 72428	-8.78
Check	07/11/2012	2198	M & K Jetting and Televising	Inv # 12323	-1,490.00
Check	07/11/2012	2199	PVS NOLWOOD CHEMICALS, INC	Inv 374094	-1,122.00
Check	07/11/2012	2200	Tetra Tech Inc.	Inv #'s 50571420 & 50576660	-903.78
Check	07/20/2012	2201	BullsEye Telecom	Inv # 14520880	-350.52
Check	07/20/2012	2202	Consumers Energy	Service from 6/7 - 7/6/12	-17.12
Check	07/20/2012	2203	MHOG Utilities	7817 Bendix - 3/31/12 - 6/30/12	-18.03
Check	07/26/2012	2204	AT&T	Acct 053465-1001 001 July 2012	-14.36
Grand Total					-36,604.57

#592 OAK POINTE WATER/SEWER FUND**Payment of Bills**

July 10 - 30, 2012

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
Check	07/11/2012	2426	BRIGHTON ANALYTICAL, LLC	June 2012 invoices	-659.00
Check	07/11/2012	2427	CONSUMERS ENERGY	Billing from 5/31/2012 - 06/28/2012	-61.85
Check	07/11/2012	2428	COOPERS TURF MANAGEMENT, LLC	Inv 9900 June 2012	-400.00
Check	07/11/2012	2429	DTE ENERGY	Service from May 31 - June 29, 2012	-10,981.12
Check	07/11/2012	2430	FASTENAL	June 2012 invoices	-717.75
Check	07/11/2012	2431	FONSON, INC.	Inv # 10061	-7,607.33
Check	07/11/2012	2432	GENOA TWP UTILITY FUND	Maintenance/Billing Fees July 2012	-36,464.50
Check	07/11/2012	2433	Howell Sanitary Company	Inv 8642 dated 7/9/2012	-180.00
Check	07/11/2012	2434	HOWELLTRUE VALUE HARDWARE	Inv # 058933	-49.21
Check	07/11/2012	2435	M & K Jetting and Televising	Inv # 12323	-1,490.00
Check	07/11/2012	2436	MICHIGAN PIPE AND VALVE	Inv 464365	-472.00
Check	07/11/2012	2437	STANDARD ELECTRIC	June 2012 invoices	-835.24
Check	07/11/2012	2438	TETRA TECH, INC.	Inv #'s 50576642 & 50576659	-808.07
Check	07/11/2012	2439	USA Bluebook	Inv # 705453	-1,879.34
Check	07/11/2012	2440	Utilities Instrumentation Service	Inv 530339517 & 530338662-RET	-2,592.50
Check	07/20/2012	2441	AT & T	Acct 053 465 0885 001	-11.76
Check	07/20/2012	2442	AT&T	Acct 810-227-4883 026 3	-92.58
Check	07/20/2012	2443	Bullseye Telecom	Inv # 14520891	-718.96
Grand Total					-66,021.21

#595 PINE CREEK W/S FUND**Payment of Bills**

July 10 - 30, 2012

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
Check	07/11/2012	2094	City of Brighton	Acct 003054-000	-46,596.87
Grand Total					-46,596.87

#503 DPW UTILITY FUND**Payment of Bills**

July 10 - 30, 2012

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
Check	07/11/2012	2141	Oak Pointe-Sewer	Transfer of funds due to surplus from FY2012	-19,440.06
Check	07/11/2012	2142	Oak Pointe-Water	Transfer of funds due to surplus from FY2012	-14,961.57
Check	07/11/2012	2143	G/O Sewer	Transfer of funds due to surplus from FY2012	-37,953.04
Check	07/11/2012	2144	MHOG-Water	Transfer of funds due to surplus from FY2012	-61,172.72
Check	07/11/2012	2145	Lake Edgewood-Sewer	Transfer of funds due to surplus from FY2012	-9,099.60
Check	07/11/2012	2146	Absolute Auto Repair	Inv 76463	-437.11
Check	07/11/2012	2147	Business Imaging Group	Business cards Jacob Mitchell	-35.93
Check	07/11/2012	2148	Clearwater Systems	Inv 37061	-36.00
Check	07/11/2012	2149	Fastenal Company	Inv MIBRG65902	-221.33
Check	07/11/2012	2150	Grundy Ace of Howell	Inv 72420	-42.29
Check	07/11/2012	2151	Scott Lowe	Reimbursement of Licence Exam Fee	-70.00
Check	07/11/2012	2152	Port City Communications, Inc.	July 2012 Invoice	-241.65
Check	07/11/2012	2153	Red Wing Shoe Store	Ticket 517027366	-200.00
Check	07/11/2012	2154	Greg Tataara	July car allowance, mileage reimbursement	-766.95
Check	07/11/2012	2155	Tractor Supply Co.	Acct 6035301203240252	-79.98
Check	07/11/2012	2156	PAETEC	Acct 2119355 dated 7/1/2012	-34.84
Check	07/11/2012	2157	USABlueBook	Inv 700637	-2,236.78
Check	07/11/2012	2158	Victory Lane Quick Oil Change	Inv #'s 21266 & 21568	-101.93
Check	07/11/2012	2159	LOWE'S	June 2012 statement	-1,344.70
Check	07/16/2012	2160	U.S. POSTMASTER	MHOG Quarterly Billing-April-June 2012	-1,375.36
Check	07/20/2012	2161	Chase Card Services	June 2012 charges	-2,577.99
Check	07/20/2012	2162	Shell Fleet Plus	Inv 065332306207	-5,007.25
Check	07/20/2012	2163	Staples Credit Plan	Acct 6035 5178 6145 0400	-89.99
Check	07/25/2012	2164	Verizon Wireless	Inv # 2771087984	-243.84
Check	07/26/2012	2165	Tesha Humphriss	August 2012 monthly auto allowance	-500.00
Check	07/26/2012	2166	MWEA	Membership renewal - Tesha Humphriss	-58.00
Check	07/26/2012	2167	Red Wing Shoe Store	Inv 1472	-348.23
Check	07/26/2012	2168	Greg Tataara	August 2012 Monthly car allowance	-500.00
Grand Total					-159,177.14

GENOA CHARTER TOWNSHIP BOARD

Public Hearing and Regular Meeting

July 16, 2012

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, Steve Wildman, Jim Mortensen, Todd Smith and Jean Ledford. Also present were Township Manager Michael Archinal; Township Attorney Frank Mancuso and seven persons in the audience.

A call to the public was made with the following response: Bill Taylor of Mystic Subdivision – The cost to repair four subdivisions in my area is excessive and I am not sure that the five year repayment plan would be affordable to some of our residents. McCririe – We could look at a bond for that work as well as Red Oaks of Chemung. Skolarus – That would increase the cost and also add interest to the project but would be workable if we did the two projects at the same time.

Approval of Consent Agenda:

Moved by Mortensen and supported by Ledford to approve all items listed under the Consent Agenda as requested. The motion carried unanimously.

1. Payment of Bills.

2. Request to approve minutes: June 18, 2012

Approval of Regular Agenda:

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

3. Request for approval of appointments to the Zoning Board of Appeals and Planning Commission.

Moved by Skolarus and supported by Smith to approve the following appointments with terms expiring 06/30/2015: Barbara Figurski to the Zoning Board of Appeals and Planning Commission; Marianne McCreary to the Zoning Board of Appeals and Doug Brown to the Planning Commission. The motion carried unanimously.

4. Call to the public regarding Glenway Drive Road Special Assessment Project.

A call to the property owners and the public was made with the following response: Diane Amato – Is there something that can be done in case of hardship. McCririe – Hardship cases may file for a deferral until such time as your home is sold. There is no additional interest charged. Paul Thielking – Some areas are critical for repair. Archinal – This should be a 20 year fix.

5. Request for approval of Resolution #5 (Confirming the Special Assessment Roll) for Glen-Way Road Improvements 2012.

Moved by Smith and supported by Ledford to approve Resolution 5 as submitted. The motion carried by roll call vote as follows: Ayes – Ledford, Smith, Hunt, Wildman, Mortensen, Skolarus and McCririe. Nays – None. Absent – None.

6. Consider approval of a Resolution authorizing the Township Supervisor and Township Clerk to execute an agreement with the Michigan Department of Transportation for the construction of the Latson Road Interchange and related non-motorized path.

Moved by Skolarus and supported by Hunt to approve the resolution authorizing execution of the agreement concerning the construction of the Latson Road Interchange and related non-motorized pathway adjacent to the interchange. The motion carried by roll call vote as follows: Ayes – Ledford, Smith, Hunt, Wildman, Mortensen, Skolarus and McCririe. Nays – None. Absent – None.

7. Discussion regarding bonding for Subdivision Road Improvements.

Archinal – We have had several meeting with residents from Mystic Lake and Mountain subdivision with regard to road conditions. These roads are over 30 years old and design solutions are significant. The project includes 3.2 miles of road and a construction cost between \$960,000.00 and \$1,400,000.00. In addition we are in the petition phase of Red Oaks of Chemung with a construction cost of \$805,000.00. In the past we have funded these projects through our revolving fund. Given the scope of these two projects I am asking the board to consider the concept of going to the bond market to provide the up-front capital.

Mortensen – This is a big philosophical change for the township. We are very conservative. These are county roads. I would like an analysis of what support our neighboring townships are providing in their community. I would also like to know how much Livingston County spends in Genoa.

Skolarus – There is not another township in Livingston County that supports our residents with the reconstruction of our roads as we do in Genoa Township. The 25% of cost or \$1,000.00 per residence is unheard of.

McCririe – I would remind everyone that the Latson Road Interchange is costing the county multi-millions of dollars in support.

Archinal was asked to provide additional information to the board concerning interest rates, the cost of bonding and terms. Also to provide a cursory review of our neighboring communities with regard to their funding of local roads.

8. Introduction for Rezoning of 7777 Bendix from Medium Density Residential (MDR) to Office Service District (OSD) and authorization of issuance of statutory notice.

Moved by Smith and supported by Wildman authorize the issuance of statutory notices with regard to the Rezoning change as requested. The motion carried by roll call vote as follows:
Ayes – Ledford, Smith, Hunt, Wildman, Mortensen, Skolarus and McCririe. Nays – None.
Absent – None.


The regular meeting and public hearing of the board was adjourned at 7:05 p.m.



Paulette A. Skolarus
Genoa Township Clerk

MEMORANDUM

TO: Township Board

FROM: Michael Archinal 

DATE: 8/3/12

RE: Future Subdivision Road Projects

Over the last few weeks we have discussed two issues related to subdivision road improvement special assessments. The first is the Township Board policy of general fund participation when 66% of the affected properties sign a petition. The second is the issuance of debt to finance road projects.

On June 18th the Board took the following action:

12. Review of Subdivision Road Special Assessment Policy.

The township subdivision road policy was reviewed with regard to the establishment of a special assessment district for Red Oaks. It was the consensus of the board to consider the petitions from Red Oaks at such time as 51% of the homeowners within the district sign the petition. No further action was taken by the board.

Please be advised that we have recently received petitions in support of the Red Oaks subdivision road improvement meeting the, "greater than 50%" threshold.

This policy issue was reviewed in the attached policy report written for the June 18th meeting. I have nothing to add to that report other than to emphasize three points:

1. When petitions are circulated they must include a total project cost and a pro-rata cost. When we prepare the petitions we had to assume that the Township would assist in the funding. If someone signed the petition they are expecting Township participation.
2. Generally when a subdivision reaches the necessary 50% + they gravitate towards the 66% threshold. This is somewhat intuitive. They want the Township's money. In this case it is unlikely that the additional signatures will be forthcoming. One confounding issue is that a number of the properties are bank owned.
3. If you apply the current policy you make everybody angry. The people who signed and expected Township participation are mad because the project is going to cost a lot more and the people who were opposed are angry because they didn't want the project to begin with.

On July 18th the Board took the following action:

7. Discussion regarding bonding for Subdivision Road Improvements.

Archinal - We have had several meetings with residents from Mystic Lake and Mountain subdivision with regard to road conditions. These roads are over 30 years old and design solutions are significant. The

project includes 3.2 miles of road and a construction cost between \$960,000.00 and \$1,400,000.00. In addition we are in the petition phase of Red Oaks of Chemung with a construction cost of \$805,000.00. In the past we have funded these projects through our revolving fund. Given the scope of these two projects I am asking the board to consider the concept of going to the bond market to provide the up-front capital.

Mortensen - This is a big philosophical change for the township. We are very conservative. They are county road. I would like an analysis of what support our neighboring townships are providing in their community. I would also like to know how much Livingston County spends in Genoa.

Skolarus - There is not another township in Livingston County that supports our residents with the reconstruction of our roads as we do in Genoa Township. The 25% of cost or \$1,000.00 per residence is unheard of.

McCrie - I would remind everyone that the Latson Road Interchange is costing the county multi-millions of dollars in support.

Archinal was asked to provide additional information to the board concerning interest rates, the cost of bonding and terms. Also to provide a cursory review of our neighboring communities with regard to their funding of local roads.

Please find attached an analysis of neighboring communities related to this issue prepared by Ken Palka. The two projects most likely to be financed through the issuance of a bond have a total cost of approximately \$2,000,000. We currently have \$7,573,138 of outstanding Special Assessment debt. Our Special Assessment debt limit is \$125,760,204.

Be advised that the Township has issued debt for road improvements on at least two different occasions that I am aware of; Grand River Widening and Tri-Lakes Roads.

I have asked for a meeting with Mike Craine to discuss funding efforts by jurisdiction. He has responded to my email but is on vacation.

I have not written draft motions for your consideration. Both of these items are public policy decisions vested in the Township Board.

Be aware that a number of residents may be in attendance on Monday night. Based on a number of phone calls I have received from the Mountain and Mystic Lake subdivisions apparently someone has notified them that the issue of subdivision road financing will be on the agenda and that it is germane to their neighborhood. Many of the residents I spoke to are under the impression that Monday is a public hearing and that the fate of their project will be determined. I have informed them that this is not the case and that you are simply considering financing options at this point.

**Genoa Township
Road Projects
8/1/2012**

Board Questions	Oceola Township	Marion Township	Brighton Township	Green Oak Township	Hamburg Township	Genoa Township
Fiscal year end:	6/30/2011	6/30/2011	3/31/2012	3/31/2012	6/30/2011	3/31/2012
Spending on roads	\$ 586,569	\$ 158,919	\$ 50,214	\$ 1,152,930	\$ 23,556	\$ 552,762
Fiscal year end:	6/30/2010	6/30/2010	3/31/2011	3/31/2011	6/30/2010	3/31/2011
Spending on roads	\$ 1,064,298	\$ 127,121	\$ 53,387	\$ 55,863	\$ 21,302	\$ 259,518
Road Millage	Yes	No	No	No	No	No
Revolving fund to finance road improvements:	No - uses millage	Yes	Yes	Yes	No	Yes
Charge interest:	N/A	Yes	Yes	Yes	N/A	No
Fund portion of subdivision road improvement projects:	No	No	No	No	No	Yes
Bonded for road improvements past 3 years:	Yes	No	No	Yes	Yes	No*

The Township using their "full faith and credit" may affect credit rating indirectly, however most likely in the case of Genoa Township, this would be nominal.

Genoa Township Debt Limit:

Genoa Township State Equalized Value \$ 1,048,001,700

Special Assessment Bonds

Debt limit rate per issue - 3% \$ 31,440,051

Debt limit rate per total - 12% \$ 125,760,204

Capital Improvement Bonds

Debt limit rate per total - 5% \$ 52,400,085

Note - The State of Michigan has no overall debt limit requirement on local municipalities, limits only apply to counties.

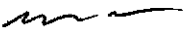
* Township has prior to three years ago bonded for road projects.

Examples - Grand River Road, Tri-Lakes Roads

Genoa Township total debt outstanding at 3/31/2012 \$ 7,573,138

MEMORANDUM

TO: Township Board

FROM: Mike Archinal 

DATE: July 13, 2012

RE: Bonding for Subdivision Road Improvements

Staff has had several meetings with residents from the Mystic Lake and Mountain subdivision area regarding the condition of their roads. We have met with the Livingston County Road Commission to discuss design solutions for repair/reconstruction. The roads are over thirty years old and the design solutions discussed are significant. The initial project scope includes approximately 3.2 miles of road and a construction estimate range of \$960,000 to \$1,400,000.

As you are aware we are in the petition phase of the Red Oaks of Chemung reconstruction project. To date we have received 109 signatures in support of the project out of 244 properties. The construction estimate for this project is \$805,000.


We have typically funded subdivision reconstruction projects through a revolving fund. The Township fronts the money for the construction and is reimbursed through the payment of special assessments over a period of years, usually five years or less. The revolving fund typically runs a balance of around \$700,000.

Given the scope of these two projects I am asking the Board to consider the concept of going to the bond market to provide the up-front capital. Genoa Charter Township enjoys a bond rating of AA. A recent bond issue for MHOG related improvements (MHOG has a slightly lower bond rating) yielded an interest rate just under 3.2%. Issuance of bond debt would also spread the payment schedule for the benefitting properties over a longer period of time, typically 20 years.

Although the Township is nowhere near its bonding capacity in terms of outstanding debt the Board should be cognizant that such debt is issued with the, "full faith and credit" of the Township. I look forward to discussing this matter with you on Monday evening.

MEMORANDUM

TO: Township Board

FROM: Mike Archinal 

DATE: 6/15/12

RE: Subdivision Road Special Assessment Policy

We are currently receiving petitions from the Red Oaks subdivision for a proposed special assessment district. As of this writing we have received signatures representing 107 properties out of 245. If more than 50% of the benefitting properties sign the project can move forward. According to the adopted policy 66% must sign to assure the Township's financial participation at 25% of the total project cost. On October 4, 2004 the Township Board approved the following policy:

8. Request for approval of a contribution schedule for road projects with township participation in the cost as referenced in correspondence from McCririe dated 09/27/04.

Moved by Smith, supported by Mortensen, to approve the following policy with regard to the establishment of a special assessment district for future road projects:

- The township will provide a funding mechanism for private road - special assessment districts, but will not financially support the project from the General Fund.
- The township may financially support the public road special assessment district up to 25% of the total project with a maximum of \$1,000.00 per parcel contribution from the General Fund.
- The maximum expended each year from Road Advances #264 shall not exceed \$500,000.00.
- The maximum expended each year from the General Fund shall not exceed \$150,000.00
- After an inquiry is made for the establishment of a special assessment district, the Livingston County Road Commission shall review the request and issue a letter of "necessity" for any project to be considered by the Township Board. The board may then choose to accept or reject the L.C.R.C. recommendation.
- Petitions from residents asking for the township contribution of general funds shall require a "super" majority of signatures (i.e. at least 66%) from property owners within the district, unless the board determines that there is some compelling necessity to waive the requirement.
- The Township Board will not consider participation into the same type of roadwork for at least 15 years from the date of the most recent project.

The motion carried unanimously.

It is somewhat intuitive that if the threshold of 50%+ is met that a subdivision would achieve 66%. (If the project is coming anyway why not get the Township's money?) Red Oaks poses a somewhat unique challenge in this regard because of the substantial number of bank owned properties. It is very likely that the petition effort will end up in a range of 51% to 66%. The 6th bullet point in the policy adopted in 2004 does provide for Board discretion to contribute 25% of the construction cost even if the 66% benchmark is not met.

I am seeking direction in this matter so I can answer questions from the public and implement the policy in accordance with your wishes. I look forward to discussing this matter with you Monday evening.



2911 Dorr Road
Brighton, MI 48116
810.227.5225
810.227.3420 fax
genoa.org

MEMORANDUM

TO: Honorable Board of Trustees
FROM: Kelly VanMarter, Assistant Township Manager
DATE: August 3, 2012
RE: Brighton Specialty Rezoning – Ordinance No. Z-12-01

MANAGERS REVIEW: *Mike Archinal* (AR)

Following recommendations for approval from the Township and County Planning Commission, I recommend **APPROVAL AND ADOPTION** of Ordinance No. Z-12-01 for a rezoning from MDR to OSD for Parcel 4711-13-200-012 located at 7777 Bendix Road. The proposed amendment to the Zoning Map has been found to comply with the criteria stated in Section 22.04 of the Township Zoning Ordinance.

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

SUPERVISOR

Gary T. McCririe

CLERK

Paulette A. Skolarus

TREASURER

Robin L. Hunt

MANAGER

Michael C. Archinal

TRUSTEES

H. James Mortensen

Jean W. Ledford

Todd W. Smith

Steven Wildman

ORDINANCE NO. Z-12-01

AN ORDINANCE ENTITLED AN ORDINANCE TO AMEND THE ZONING MAP OF THE CHARTER TOWNSHIP OF GENOA BY REZONING 1.03 ACRES OF LAND LOCATED AT 7777 BENDIX ROAD (4711-13-200-012) FROM MEDIUM DENSITY RESIDENTIAL (MDR) TO OFFICE SERVICE DISTRICT (OSD)

THE CHARTER TOWNSHIP OF GENOA HEREBY ORDAINS that the Zoning Map shall be amended as follows:

Real property situated at the northwest corner of Grand River Avenue and Bendix Road more particularly described as follows:

Part of the East 1/2 of Section 13, T2N, R5E, Genoa Township, Livingston County, Michigan, being more particularly described as Commencing at the East 1/4 corner of said Section 13; thence due South, along the East line of said Section, the Township Line and the centerline of Hacker Road (public road), 480.50 ft. to the intersection of the centerline of Bendix Road (public road); thence N. 76 deg 39 min 24 sec W., along said centerline of Bendix Road, 1305.06 ft. (N. 76 deg 40 min 00 sec W. 1304.34 ft. recorded) to the POINT OF BEGINNING; thence continuing N. 76 deg 39 min 24 sec W., along said centerline 111.03 ft. (N. 76 deg 40 min 00 sec W. 111.03 ft. recorded); thence N. 00 deg 53 min 06 sec W. 73.97 ft. to the North line of Grand River Avenue (as monumented); thence continuing N. 00 deg 53 min 06 sec W. 176.34 ft. (N. 01 deg 05 min 34 sec W. 250.00 ft. recorded); thence S. 88 deg 27 min 04 sec E. 38.79 ft. (S. 88 deg 28 min 16 sec E. 38.78 ft. recorded); thence N. 01 deg 02 min 37 sec W. 92.51 ft. (N. 01 deg 05 min 34 sec W. 92.85 ft. recorded); thence N. 89 deg 13 min 34 sec E. 7.46 ft.; thence N. 88 deg 57 min 31 sec E. 110.06 ft. (N. 88 deg 54 min 26 sec E. 117.51 ft. recorded); thence S. 04 deg 10 min 49 sec W. 164.17 ft. (S. 03 deg 43 min 4 7 sec W. 164.15 ft. recorded); thence S. 08 deg 29 min 38 sec W. 155.84 ft. to the North line of Grand River Avenue (as monumented); thence continuing S. 08 deg 29 min 38 sec W. 52.16 ft. (S. 08 deg 33 min 59 sec W. 208.12 ft. recorded) to the POINT OF BEGINNING; containing 1.030 acres, subject to the rights of the public or any governmental unit in any part thereof taken, used or deeded for street, road or highway purposes, also subject to easements and restrictions of record, if any.

Shall be rezoned from MDR (medium density residential) to OSD (office service district) Classification.

The Zoning Map, as incorporated by reference in the Charter Township of Genoa's Zoning Ordinance, is hereby amended by the rezoning of the aforescribed parcel of real property from MDR to OSD.

Severability: If any provision of this Ordinance is found to be invalid, than the remaining portions of this Ordinance shall remain enforceable.

Effective Date: This Ordinance shall be effective upon publication in a newspaper of general circulation as required by law.

On the motion to adopt the Ordinance the following vote was recorded:

Yeas:

Nays:

Absent:

I hereby approve the adoption of the foregoing Ordinance this ____ day of _____, 20____.

Paulette Skolarus
Township Clerk

Gary McCririe
Township Supervisor

OPEN PUBLIC HEARING # 2...Review of a rezoning application, impact assessment and site plan for a proposed rezoning from MDR (medium density residential) to OSD (office service district) located at 7777 Bendix, Brighton, Sec. 13, petitioned by Notable Realty.

Tim Adams with Notable Realty is present on behalf of the petitioner. He is working with a physician who would like to build a small medical building of just under 5,000 sq. ft. He is requesting a rezoning from Medium Density Residential to Office Service District. The surrounding land uses include apartments to the east, a medical center to the west, and sewer treatment to the north. The site currently shares the MDR zoning with the apartment complex. However due to the significant grade change between the two properties, the apartment use cannot be continued on the subject site. In addition, Mr. Adams indicates that there is a lack of office zoning in the Township currently, so the proposed rezoning would help fulfill a need for office type uses.

Brad Strader with LSL Planning is representing the planning consultants. There are two review letters: one for the rezoning and one for site plan. The consultants support the proposed zoning change and they agree with the applicant that the multi-family use is difficult to extend due to the grade change. The lower density medical office is a good transition from the residential to the higher intensity office to the west. There is no danger of spot zoning because it would serve as a good transition and the Planning Commission should include lot configuration, lot size, and grade change in the reasons to grant the rezoning.

John McManus asks if the tenants are the owners. Tim Adams states that 2,000 sq. ft. will be owner occupied. Financing for the 2,000 sq. ft. has been approved. The owner is waiting for approval to build the entire 5,000 building.

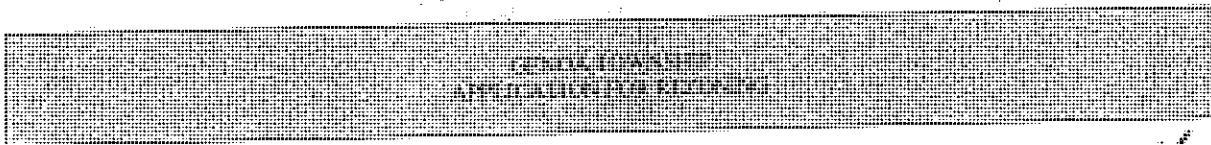
The call to the public was made at 6:45 pm with no response.

Planning Commission disposition of petition

A. Recommendation of rezoning.

Moved by Dean Tenge, supported by Barbara Figurski, to recommend approval of the proposed rezoning based on lot configuration, lot size, transition of one use less intense to another use more intense and proximity to Grand River Avenue. **Motion carried unanimously.**

12-04



APPLICANT NAME: NOTABLE REALTY ADDRESS: 4095 TALLEY HIGHLAND,
P.O. BOX 82041
 OWNER NAME: L.S. REAL PROPERTIES ADDRESS: HIGHLAND, MA. 01957 4357
 TELEPHONE: (248) 330 6766 PARCEL #(s): 4711-13200 012

We, the undersigned, do hereby respectfully make application to and petitioned the Township Board to amend the Township Zoning Ordinance and change the zoning map of the township of Genoa as hereinafter requested, and in support of this application, the following facts are shown:

A. REQUIRED SUBMITTAL INFORMATION

1. a legal description and street address of the subject property, together with a map identifying the subject property in relation to surrounding properties;
2. the name, signature and address of the owner of the subject property, a statement of the applicant's interest in the subject property if not the owner in fee simple title, and proof of consent from the property owner;
3. It is desired and requested that the foregoing property be rezoned from:

MDR to OSD

4. a site analysis site plan illustrating existing conditions on the site and adjacent properties; such as woodlands, wetlands, soil conditions, steep sloped, drainage patterns, views, existing buildings, any sight distance limitations and relationship to other developed sites and access points in the vicinity;
5. a conceptual plan demonstrating that the site could be developed with representative uses permitted in the requested zoning district meeting requirements for setbacks, wetland buffers access spacing, any requested service drives and other site design factors;
6. A written environmental assessment, a map of existing site features as described in Article 18 describing site features and anticipated impacts created by the host of uses permitted in the requested zoning district;
7. a written description of how the requested rezoning meets Sec. 22.04 "Criteria for Amendment of the Official Zoning Map".
8. The property in question shall be staked prior to the Planning Commission Public Hearing.

B. DESCRIBE BELOW HOW YOUR REQUESTED REZONING MEETS THE ZONING ORDINANCE CRITERIA FOR AMENDING THE OFFICAL ZONING MAP.

1. How is the rezoning consistent with the goals, policies and future land use map of the Genoa Township Master Plan, including any subareas or corridor studies. If not consistent, describe how conditions have changed since the Master Plan was adopted?

THIS WOULD BE CONSISTENT WITH THE SURROUNDING LAND USES.

2. Are the site's physical, geological, hydrological and other environmental features suitable for the host of uses permitted in the proposed zoning district?

YES

3. Do you have any evidence that a reasonable return on investment cannot be received by developing the property with one (1) of the uses permitted under the current zoning?

RESIDENTIAL TEN USE WOULD BE DIFFICULT GIVEN THE SURROUNDING LAND USES. OFFICE COMMERCIAL MULTIPLE. IT IS A SMALL SITE.

4. How would all the potential uses allowed in the proposed zoning district be compatible with surrounding uses and zoning in terms of views, noise, air quality, the environment, density, traffic impacts, drainage and potential influence on property values?

VERY COMPATIBLE WITH MEDICAL CENTER NEXT DOOR. APARTMENTS TO THE EAST AND COMMERCIAL ALONG GRAND RIVER AVE.

5. Is the capacity of the infrastructure (streets, sanitary sewer, water, and drainage) and services (police and fire protection, etc.) sufficient to accommodate the uses permitted in the requested district?

YES

6. Is there a demonstrated demand in Genoa Township or the surrounding area for the types of uses permitted in the requested zoning district? If yes, explain how this site is better suited for the zoning than others which may be planned or zoned to accommodate the demand.

ADJACENT TO AN EXISTING HIGH INTENSITY MEDICAL CENTER

7. If you have a particular use in mind, is there another zoning district where your use is permitted that may be more appropriate? Why should the Township rezone the land rather than amending the list of uses allowed in another zoning district which could also accommodate your intended use?

THE FLOODMILLS FOR A SMALL BUILDING LOOK ON THIS SITE BEING ADJACENT TO ST JOSEPH'S MED CENTER.

8. Describe any deed restrictions which could potentially affect the use of the property.

NONE

C. Affidavit

The undersigned says that they are the DEVELOPER (owner, lessee, or other specified interest) involved in this petition and that the foregoing answers and statements herein contained and the information herewith submitted are in all respects true and correct to the best of his/her knowledge and belief.

BY: TIM ADAMS OF NOTABLE REALTY

ADDRESS: 4085 TRALLET HIGHLAND, MI 48357

[Signature]

SIGNATURE

Contact Information - Review Letters and Correspondence shall be forwarded to the following:		
1.) <u>Tim Adams</u> Name	of <u>NOTABLE REALTY</u> Business Affiliation	at <u>(248) 330-6766</u> 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.	
PROJECT NAME:	<u>BRIGHTON SPECIALTY CENTER</u>
PROJECT LOCATON & DESCRIPTION:	<u>7777 BENDIX BENDIX TOWNSHIP CORNER OF GRAND RIVER & BENDIX</u>
SIGNATURE:	<u>[Signature]</u> DATE: <u>3-27-2012</u>
PRINT NAME:	<u>TIM ADAMS</u> PHONE: <u>248 330 6766</u> <u>4085 TRALLET</u>
COMPANY NAME & ADDRESS:	<u>NOTABLE REALTY HIGHLAND, MI 48357</u>



LSL Planning, Inc.

Community Planning Consultants

May 8, 2012

Planning Commission
Genoa Township
2911 Dorr Road
Brighton, Michigan 48116

Attention:	Kelly Van Marter, AICP Planning Director
Subject:	Rezoning request from MDR to OSD (Review #2)
Location:	7777 Bendix Road – northwest corner of Bendix and Grand River Avenue
Zoning:	MDR Medium Density Residential

Dear Commissioners:

At the Township's request, we have reviewed the proposed rezoning of the vacant, 1-acre subject site from MDR Medium Density Residential to OSD Office Service District. This proposal has been reviewed in accordance with the Genoa Township Zoning Ordinance and Master Plan.

A. SUMMARY

1. The Master Plan Future Land Use map identifies the site as Medium Density Residential, which is consistent with the current MDR zoning.
2. The applicant claims that development trends in the area have changed and that OSD is a more appropriate zoning designation, despite the inconsistency with the Future Land Use map.
3. If OSD zoning is approved by the Township, the Master Plan designation for the site should be re-evaluated and amended accordingly.
4. As currently zoned, the size, shape and location of the site are not necessarily conducive to a permitted development.
5. OSD zoning and uses would generally be compatible with the established land uses in the area.
6. OSD zoning would create an appropriate transition between the medical complex to the west and multiple family residential to the east.
7. The site is located within the utility service area and is currently served by public utilities.

B. PROCESS

As described in Article 22 of the Zoning Ordinance, the process to amend the Township Zoning Map is as follows:

1. The Township Planning Commission holds a public hearing on the rezoning and makes its recommendation to the Township Board.
2. The Livingston County Planning Commission reviews the request and makes its recommendation to the Township Board.
3. The Township Board considers the recommendations and takes action to grant or deny the application for rezoning.


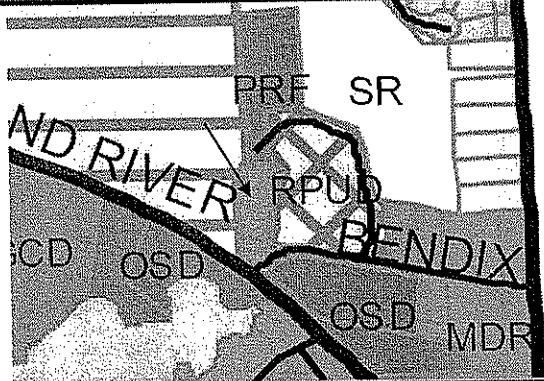
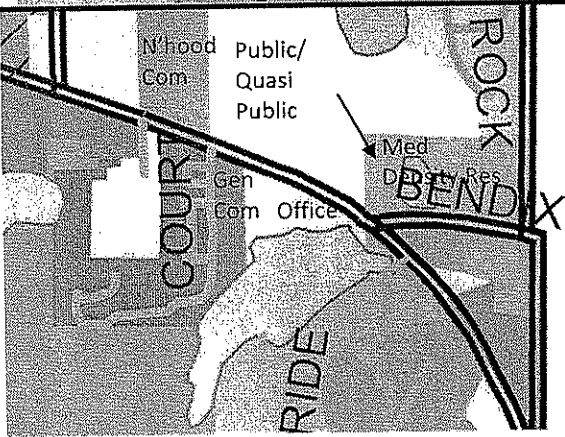
C. PROJECT DESCRIPTION

The site is located at the northwest corner of Bendix and Grand River. Current zoning, as well as existing and planned land uses in the area are as follows:

Existing Land Use	
Site	Vacant (building shown has been demolished)
North	Multiple family residential Wastewater treatment plant
East	Multiple family residential
South	Office complex
West	Medical center

Zoning	
Site	MDR
North	PRF RPUD
East	RPUD
South	OSD
West	NR-PUD

Master Plan	
Site	Medium Density Residential
North	Public/Quasi Public
East	Medium Density Residential
South	Office/Research Medium Density Residential Neighborhood Commercial
West	Public/Quasi Public

D. REZONING REVIEW

- 1. Consistency with the goals, policies and future land use map of the Genoa Township Master Plan, including any subarea or corridor studies. If conditions have changed since the Master Plan was adopted, the consistency with recent development trends in the area.***

The Township Master Plan and Future Land Use map designate the site as Medium Density Residential, which is intended for “duplexes, attached condominiums and other multiple dwelling units” at a density of 5 units per acre. The current MDR zoning is consistent with this designation; however, it is the applicant’s claim that OSD would be more appropriate given recent development trends and current land uses in the subject area.

More specifically, the development of the St. Joseph’s medical complex to the west has resulted in the need for additional office uses in this area of the Township. The applicant also notes that development of the site under MDR zoning would be difficult given the relatively small size of the property, its somewhat awkward shape and steep topography. In our opinion, an office use for this site would provide an appropriate transition between the more intensive medical complex to the west and the multiple family residential development to the east.

If the Township agrees with the applicant’s position that OSD is appropriate for the subject site, the Future Land Use map should be re-evaluated and amended accordingly. In terms of this aspect, the Township recently initiated an update to its Master Plan and we recommend such a change be evaluated/implemented via that process (if rezoning approval is granted).

- 2. Compatibility of the site’s physical, geological, hydrological and other environmental features with the host of uses permitted in the proposed zoning district.***

The site is currently vacant – the building shown on the aerial photo on Page 2 has since been demolished. There are no apparent wetlands on the site, although there is a pond to the east in front of the Water’s Edge apartments. The Township Master Plan does not identify a woodland area on site, although there is a stand of 20-plus trees at the rear of the property. A tree survey included with the site plan submittal notes that the vast majority of the existing trees are in poor condition.

The only apparent natural condition of the site that could impact future development is its topography. The site currently has a grade change of approximately 20 feet from Bendix Road upwards to the center of the property. The grade then drops by approximately 10 feet from the center of the property to the rear. If the rezoning request is approved, future development of the site must comply with the grading requirements of the Township.

With that being said, we do not believe this condition will impact the proposed rezoning, as grading compliance would be required for any development under either the current (MDR) or proposed (OSD) zoning.

- 3. The ability of the site to be reasonably developed with one (1) of the uses permitted under the current zoning.***

The site was previously developed with a multiple family residential building that has since been demolished. As noted above, the applicant claims that development under MDR is difficult given the current use of surrounding properties, as well as the property’s size, shape and topography.

While development under MDR may be difficult, it is possible; however, the applicant’s claim is that OSD zoning would provide for a more reasonable/appropriate use of the property.

4. *The compatibility of all the potential uses allowed in the proposed zoning district with surrounding uses and zoning in terms of land suitability, impacts on the environment, density, nature of use, traffic impacts, aesthetics, infrastructure and potential influence on property values.*

The property to the west (St. Joseph's complex) was developed as a PUD that permits a hospital and associated medical uses. The property to the east was developed as a residential PUD permitting multiple family residential units. The property to the north currently contains a wastewater treatment plant, while there are office and institutional uses to the south.

The proposed development as medical office appears to be a good fit in this location; however, the Township must remember that the applicant is not bound by their stated intent. That is, the rezoning was not proposed as a conditional rezoning; therefore, if the property is rezoned, the applicant may pursue any of the uses allowable in OSD.

Generally speaking, the uses permitted in OSD are compatible with the established uses surrounding the site. As previously noted, OSD zoning also provides an appropriate transition between the hospital complex to the west and multiple family residential to the east.

5. *The capacity of Township infrastructure and services sufficient to accommodate the uses permitted in the requested district without compromising the "health, safety and welfare" of the Township.*

The site is within the public utility service area and has access to existing public utilities and streets. Uses permitted in the OSD would not generally be expected to have a significant impact upon public infrastructure and services. With that being said, any comments provided by the Township Engineer or Fire Department related to this standard must be taken into consideration.

6. *The apparent demand for the types of uses permitted in the requested zoning district in the Township in relation to the amount of land in the Township currently zoned to accommodate the demand.*

The current Master Plan notes that 1% (132 acres) of the land area in the Township is planned for Office/Research. Per Table 12 of the Plan, Office/Research comprises the least amount of land for any future land use category.

In terms of zoning, the Township Zoning Map currently provides for only 44 acres of land designated as OSD. The few properties that area zoned OSD in this area of the Township are already developed.

As previously noted, the development of the St. Joseph's hospital complex has generally created an increase in the demand for other associated office/service uses in this area of the Township. Discussion with Township staff on this proposal, as well as the Master Plan Update, has further indicated the need for additional office space in this area.

7. *Where a rezoning is reasonable given the above criteria, a determination the requested zoning district is more appropriate than another district or amending the list of permitted or Special Land Uses within a district.*

In our opinion, OSD zoning is appropriate for the site given the reasons stated above.

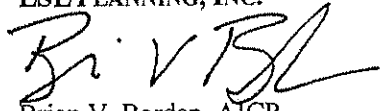
8. *The request has not previously been submitted within the past one (1) year, unless conditions have changed or new information has been provided.*

No rezoning applications have been submitted for this property within the past year.

Genoa Township Planning Commission
Brighton Specialty Center Rezoning #2
Page 5

Should you have any questions concerning this matter, please do not hesitate to contact our office. I can be reached by phone at (248) 586-0505, or via e-mail at borden@lsplanning.com.

Sincerely,
LSL PLANNING, INC.

A handwritten signature in black ink, appearing to read "B. V. Borden". The signature is stylized and cursive.

Brian V. Borden, AICP
Senior Planner



TETRA TECH

May 9, 2012

Ms. Kelly Van Marter
Genoa Township
2911 Dorr Road
Brighton, MI 48116

Re: **Brighton Specialty Center (7777 Bendix)
Rezoning Review and Site Plan Review #2**

Dear Ms. Van Marter:

As requested, we have performed a review of the revised site plan for the above-referenced rezoning and the subsequent site development plan. This site is located at 7777 Bendix Road, on the north east quadrant of Grand River and Bendix Road intersection. The Petitioner is proposing to rezone the site from Medium Density Residential to Office Service District. We offer the following comments on the rezoning request:

TRAFFIC / ROADWAYS

1. The petitioner has revised the access drive location to be as far east as possible along Bendix Road. This location was discussed in the planning review meeting and is acceptable for the proposed use. Any improvements along Bendix are still subject to review and approval by the Livingston County Road Commission.

DRAINAGE AND GRADING

1. All drainage, grading, and soil erosion control measures for future improvements to the property shall be designed in compliance with the regulations established by the Livingston County Drain Commissioner's office.

UTILITIES

1. The petitioner has indicated a 400 foot radius on the site plan for hydrant coverage. The entire building is included in this radius, so no additional hydrants are necessary.

The petitioner has satisfactorily addressed our previous comments regarding the engineering related concerns to the rezoning request. Therefore, we have no further objections to the rezoning request.

Tetra Tech

123 Brighton Lake Road, Suite 203, Brighton, MI 48116
Tel 810.220.2112 Fax 810.220.0094 www.tetrattech.com

Ms. Kelly Van Marter
Genoa Township
Brighton Specialty Center SPR
May 9, 2012
Page 2

In addition to the rezoning request the petitioner has submitted a fully developed site plan for the proposed office use. The following **site plan review** comments are presented for the Township's consideration should the requested zoning change be approved.

GENERAL

1. Access to the site is proposed through an improved drive off of Bendix Road. The revised location and improvements in Bendix Road right of way is subject to approval from the Livingston County Road Commission.

GRADING AND DETENTION

1. The site plan indicates a wall of some type on the north and east side of the detention basin. No details for its construction are provided. The petitioner must supply a detail and materials of construction for the wall. This has still not been included in the site plan.
2. Spot elevations should be added to the proposed sidewalk to ensure that all cross slopes, landings and ramps meet design requirements, and all associated site grading is accounted for.

WATER MAIN AND SANITARY SEWER

1. Two existing water service shut-offs are shown on the drawings, with the intent to connect a new 1 1/2" lead to the existing 2" shut off. The second shut off is live for the adjacent property. Therefore a note to protect the existing curb box and adjust the height appropriately during grading activities should be provided on the plans. The shut off located in the driveway should be located within a D-box to protect the curb stop.

RECOMMENDATION

The Township must first consider the rezoning request. If that is approved, then we recommend that the Township consider approval of the site plan, contingent on the above issues being addressed prior to a land use permit being issued.

If you have any questions or comments, please call.

Sincerely,



Gary J. Markstrom, P.E.
Unit Vice President



Livingston County Department of Planning

Division of
HAZARD MITIGATION • PLANNING & MANAGEMENT RESEARCH • MAPPING SERVICES

June 21, 2012

Kathleen J. Kline-Hudson
AICP, PEM
Director

Genoa Charter Township Board of Trustees
c/o Polly Skolarus, Township Clerk
Genoa Charter Township Hall
2911 Door Road
Brighton, MI 48116

Nancy Vorhoff
Administrative Specialist

Re: Planning Commission Review of Rezoning Z-17-12

Robert A. Stanford
AICP, PEM
Principal Planner

Dear Board Members:

The Livingston County Planning Commission met on Wednesday, June 20, 2012 and reviewed the rezoning amendment referenced above. The Livingston County Planning Commissioners made the following recommendation:

Scott Barb
Principal Planner

Z-17-12 Approval. The proposed rezoning to OSD Office Service District is appropriate for this site. OSD zoning will function as a transitional zone in this area of the Township.

Copies of the staff review and draft Livingston County Planning Commission meeting minutes are enclosed. Do not hesitate to contact our office should you have any questions regarding these county actions.

Sincerely,

Kathleen J. Kline-Hudson
Director

Department Information

Administration Building
304 E. Grand River Avenue
Suite 206
Howell, MI 48843-2323

(517) 546-7555
Fax (517) 552-2347

Web Site
co.livingston.mi.us

Enclosures

c: Doug Brown, Chair Genoa Township Planning Commission
Kelly VanMarter, Planning Coordinator, Genoa Township

Meeting minutes and agendas are available at co.livingston.mi.us/planning/

Commissioner Action: IT WAS MOVED BY COMMISSIONER SPARKS TO
RECOMMEND APPROVAL WITH CONDITIONS, SECONDED BY COMMISSIONER
ANDERSON.
All in favor, motion passed. T-11

C. **Z-16-12 PUTNAM TOWNSHIP - PROPOSED AMENDMENTS TO ZONING ORDINANCE:**
Article 17: Administration and Enforcement, Section 340-177 (D) Zoning Agreements for
Conditional Rezonings

The Putnam Township Planning Commission is proposing to amend Article 17 of the zoning ordinance by creating a new section 340-177 (D) establishing zoning agreements for conditional rezonings.

Township Planning Commission Recommendation: APPROVAL There were no comments regarding the proposed language at the May 9, 2012 public hearing.

Staff Recommendation: APPROVAL. Staff approves of the new language as written, but strongly encourages legal review of the proposed text prior to Township Board approval.

Commission Discussion: None.

Public Comment: None.

Commissioner Action: IT WAS MOVED BY COMMISSIONER ANDERSON TO
RECOMMEND APPROVAL, SECONDED BY COMMISSIONER SPARKS.
All in favor, motion passed. T-11

D. **Z-17-12 GENOA CHARTER TOWNSHIP: REZONING**

Current Zoning: MDR Medium Density Residential
Proposed Zoning: OSD Office Service District
Proponents: Notable Realty/I.S. Real Properties

TOWNSHIP MASTER PLAN: The Genoa Township Master Plan designates this site as Medium Density Residential. The Plan describes this designation as follows:

This designation refers to medium density duplexes, attached condominiums and other multiple dwelling units. This area may also be developed with single family homes on smaller 1/4 acre lots. This designation is found within areas served, or planned to be served, by public water and sanitary sewer. Development will be at a density consistent with the infrastructure and land capabilities, but will not exceed a density of 5 units per acre. Developments in these areas will be served by public water and sewer.

COUNTY COMPREHENSIVE PLAN: The Livingston County Comprehensive Plan (as amended) designates this site as **Residential**. The Plan describes this designation as follows:

Residential areas are located mainly in the southeast quadrant of the county. This quadrant has had the largest number of new residents move in over the last decade, and is the most built out area of the county. Over 40% of the county's population lived in Residential areas in 2000. It is characterized by fairly dense

residential, commercial, and to some extent industrial development, although less dense and intense than uses found in the cities and villages. Residential areas are not without their rural character and scenic vistas. However, few agricultural lands in Residential areas are expected to exist twenty years from now. New residential developments in these areas should be compact and make the best use of sewer and water if it is available, and cluster projects should be utilized when appropriate to preserve open space and scenic vistas. Projects such as planned unit developments that are not feasible in Cities/Villages or Primary Growth Areas because of parcel size or similar restrictions should be channeled into Residential areas. Limited commercial and industrial growth is appropriate.

Township Planning Commission Recommendation: The Genoa Charter Township Planning Commission recommended **APPROVAL** of this rezoning at their May 14, 2012 meeting. There were no comments from the public during the public hearing portion of the meeting.

Staff Recommendation: APPROVAL. The proposed rezoning to OSD Office Service District is appropriate for this site for the reasons noted above. OSD zoning will function as a transitional zone in this area of the Township.

Commission Discussion: None.

Public Comment: None.

Commissioner Action: IT WAS MOVED BY COMMISSIONER PROBLETTA, 2ND DISTRICT, THAT THE COMMISSION APPROVE THE REZONING AS REQUESTED BY THE APPLICANT, SUBJECT TO THE FOLLOWING CONDITIONS:
All is favor, motion passed. 7-4

E. MP-03-12 CITY OF BRIGHTON: REVISED MASTER PLAN

The City of Brighton Planning Commission is proposing to update their Master Plan in accordance with the requirements of the Michigan Planning Enabling Act (Public Act 33 of 2008, as amended). The new City of Brighton Master Plan will replace the existing plan, which was last updated in December 2005. As required by the Act, City of Brighton submitted the draft Master Plan to the Livingston County Planning Commission for review and comment on May 11, 2012. Comments from neighboring municipalities regarding the plan have been received from only Genoa Township at the time of this review.

Staff Recommendation: Approval with Conditions. The new City of Brighton Master Plan is comprehensive and well-written. It is relatively compatible with the Livingston County Comprehensive Plan and, with the exception to Genoa Township, the plans of adjacent communities. Staff would suggest that the City review the areas of concern brought about by Genoa Township in its letter dated May 29, 2012, and in addition, consider Staff comments related to the inclusion of a hazard mitigation section/plan prior to formal adoption of the Plan by the City of Brighton City Council. We thank the City for the opportunity to review the plan and hope it find's the comments provided in the review relevant and objective.

Commission Discussion: None.

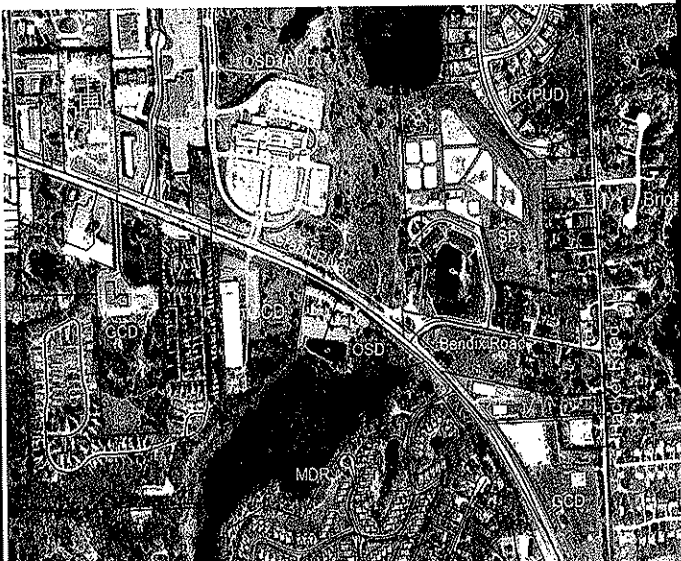

Public Comment: None.

Commissioner Action: IT WAS MOVED BY COMMISSIONER PROBLETTA, 2ND DISTRICT, THAT THE COMMISSION APPROVE THE REZONING AS REQUESTED BY THE APPLICANT, SUBJECT TO THE FOLLOWING CONDITIONS:
All is favor, motion passed. 7-4

LIVINGSTON COUNTY PLANNING DEPARTMENT – ZONING REVIEW

CASE NUMBERS: COUNTY: Z-17-12	LOCATION: Genoa Charter Township SECTION NUMBER: 13 TOTAL ACREAGE: 1.03 Acres	APPLICANT/OWNER: Notable Realty/ I.S. Real Properties
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<p>CURRENT ZONING: MDR Medium Density Residential</p> <p>PERMITTED/SPECIAL USES (Not all inclusive): Permitted: Single family detached dwellings; two-family dwellings; townhouses; housing for the elderly; accessory home occupations; accessory uses, buildings and structures; keeping of pets; adult foster care family home; foster family home; family day care home; essential public services; publicly owned parks; and private non-commercial parks.</p> <p>Special: Bed and breakfast inns; adult foster care small group home; adult foster care large group home; group day care home; places of worship; elementary schools; essential public service/utility buildings; public buildings and uses; and golf courses without driving ranges.</p> <p>MINIMUM LOT AREA: 10,000 sq. ft. lot area with public sanitary sewer</p>	<p>REQUESTED ZONING: OSD Office Service District</p> <p>PERMITTED/SPECIAL USES (Not all inclusive): Permitted: Business services; child care centers, preschool and commercial day care; personal and business service establishments; studios of photographers and artists; banks and similar financial institutions; offices of non-profit professional, civic, social, political and religious organizations; medical offices; professional offices; public parks and open spaces, schools and colleges; vocational and technical training facilities; essential public services and structures; public/government buildings.</p> <p>Special: Conference centers; funeral home or mortuary; dry cleaning with drive thru; restaurants, coffee shops and bars; adult day care facilities; hospitals; and medical urgent care facilities.</p> <p>MINIMUM LOT AREA: 1 acre</p>
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<p>CURRENT ZONING MAP:</p> 	<p>EXISTING LAND USE MAP:</p> 
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<p>LOCATION: The property is located on the north side of East Grand River Avenue adjacent to the east side of the St. Joseph Mercy Health Center and west of Bendix Road in Section 13 of Genoa Charter Township.</p> <p>LAND USE: Vacant</p>	<p>ESSENTIAL FACILITIES:</p> <p>SANITARY SEWER: Public Sanitary Sewer</p> <p>WATER SUPPLY: Public Water Supply</p> <p>ACCESS ROAD(S): East Grand River Ave. (primary hard top) Bendix Road (primary hard top)</p>
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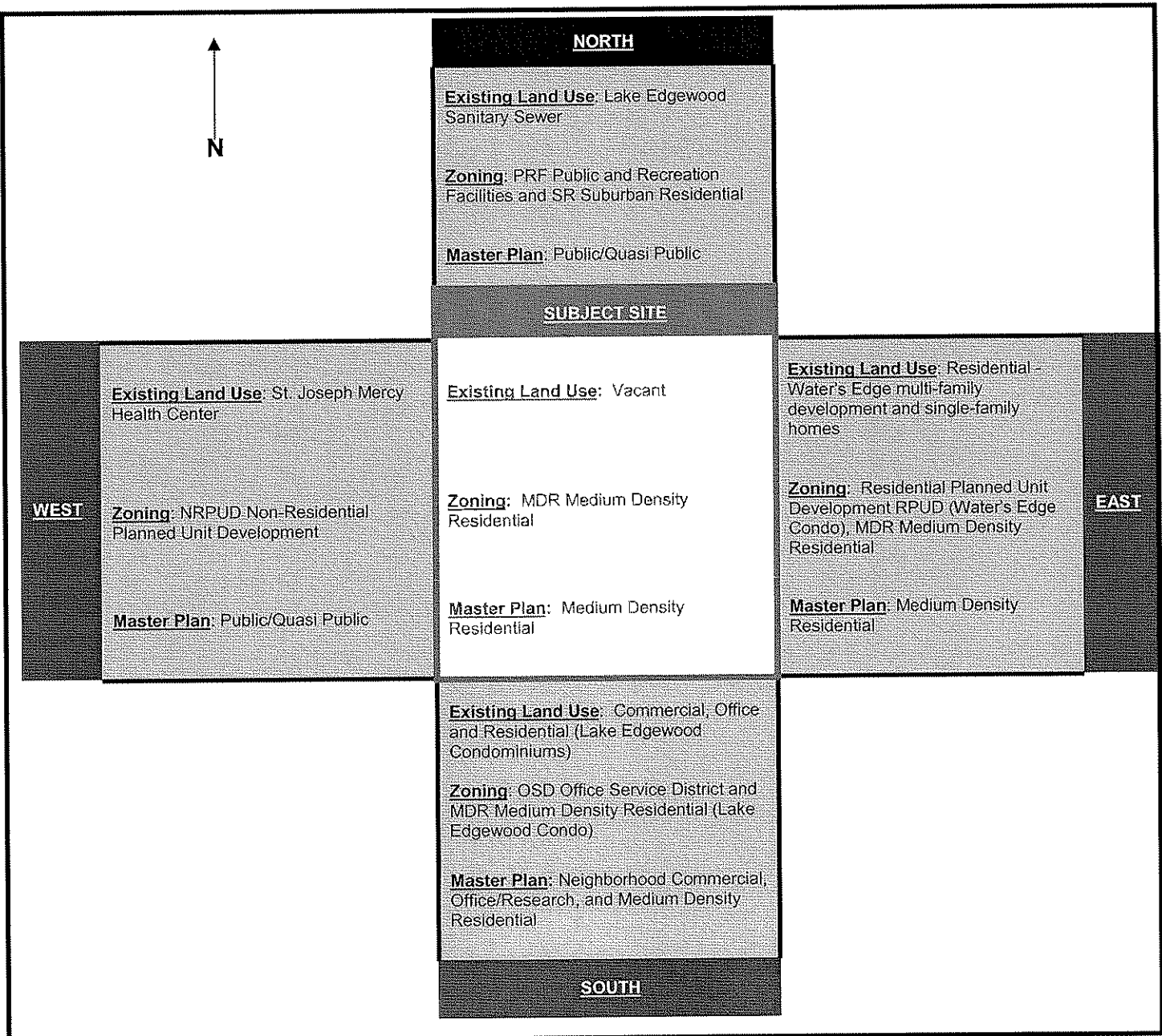
TOWNSHIP PLANNING COMMISSION RECOMMENDATION AND PUBLIC COMMENTS:

The Genoa Charter Township Planning Commission recommended APPROVAL of this rezoning at their May 14, 2012 meeting. There were no comments from the public during the public hearing portion of the meeting.

ENVIRONMENTAL CONDITIONS:

- Soils:** The Livingston County Soil Survey indicates that the soil type on the subject site is Fox-Boyer complex. This soil type consists of well-drained sandy soils. Where slopes are 12% or less, these soils present only slight limitations for non-farm development.
- Wetlands:** The National Wetland Inventory indicates that there are no wetlands located on-site.
- Topography:** The topography of the site varies from gently rolling slopes of 2-6% along the Grand River Avenue frontage to steep slopes of 18-25% through the remainder of the site. The steep Fox-Boyer soils may be prone to rapid surface run-off and erosion.
- Vegetation:** The site is sparsely vegetated with a variety of shrub/scrub vegetation and trees.

CURRENT LAND USE, ZONING, AND MASTER PLANNING MATRIX: The graphic below provides a general overview of the existing uses, zoning and future land use designations of the subject site and the immediately adjacent parcels.



The Genoa Township Master Plan designates this site as Medium Density Residential. The Plan describes this designation as follows:

This designation refers to medium density duplexes, attached condominiums and other multiple dwelling units. This area may also be developed with single family homes on smaller ¼ acre lots. This designation is found within areas served, or planned to be served, by public water and sanitary sewer. Development will be at a density consistent with the infrastructure and land capabilities, but will not exceed a density of 5 units per acre. Developments in these areas will be served by public water and sewer.

COUNTY COMPREHENSIVE PLAN:

The Livingston County Comprehensive Plan (as amended) designates this site as **Residential**. The Plan describes this designation as follows:

Residential areas are located mainly in the southeast quadrant of the county. This quadrant has had the largest number of new residents move in over the last decade, and is the most built out area of the county. Over 40% of the county's population lived in Residential areas in 2000. It is characterized by fairly dense residential, commercial, and to some extent industrial development, although less dense and intense than uses found in the cities and villages. Residential areas are not without their rural character and scenic vistas. However, few agricultural lands in Residential areas are expected to exist twenty years from now. New residential developments in these areas should be compact and make the best use of sewer and water if it is available, and cluster projects should be utilized when appropriate to preserve open space and scenic vistas. Projects such as planned unit developments that are not feasible in Cities/Villages or Primary Growth Areas because of parcel size or similar restrictions should be channeled into Residential areas. Limited commercial and industrial growth is appropriate.

COUNTY PLANNING STAFF COMMENTS:

Genoa Charter Township requested a courtesy review of this rezoning from the County Planning and County Building Departments as well as the County Road Commission prior to the decision of the Township Planning Commission on this case. It was advantageous to review the rezoning materials in advance of County Planning Commission review.

From a planning and zoning perspective, the following can be said in favor of OSD zoning for the proposed site:

- The site is isolated from the other MDR zoned parcels in this area and from residential land use further east along Bendix and Grand River.
- The small awkward shape and steep topography of the site make it challenging to develop for residential use.
- The site is undesirable for residential given that it is adjacent to the Lake Edgewood sewer pump station.
- The site meets the OSD minimum lot size of 1 acre.
- The approximate 5,000 sq. ft. medical office building proposed for the site is considerably smaller in size than the maximum sq. ft. building (15,000 sq. ft.) allowed in the OSD District (although the petitioner could change the use to another permitted in the OSD District)
- The development of the adjacent St. Joseph Mercy Health Systems medical complex has resulted in the need for additional office uses in this area of Genoa Charter Township.
- OSD zoning of this site will serve as a transitional use between the St. Joseph Mercy Health Systems medical complex to the west of the site and the multi-family and single-family residential uses to the east.

The only concerns regarding this proposed rezoning are:

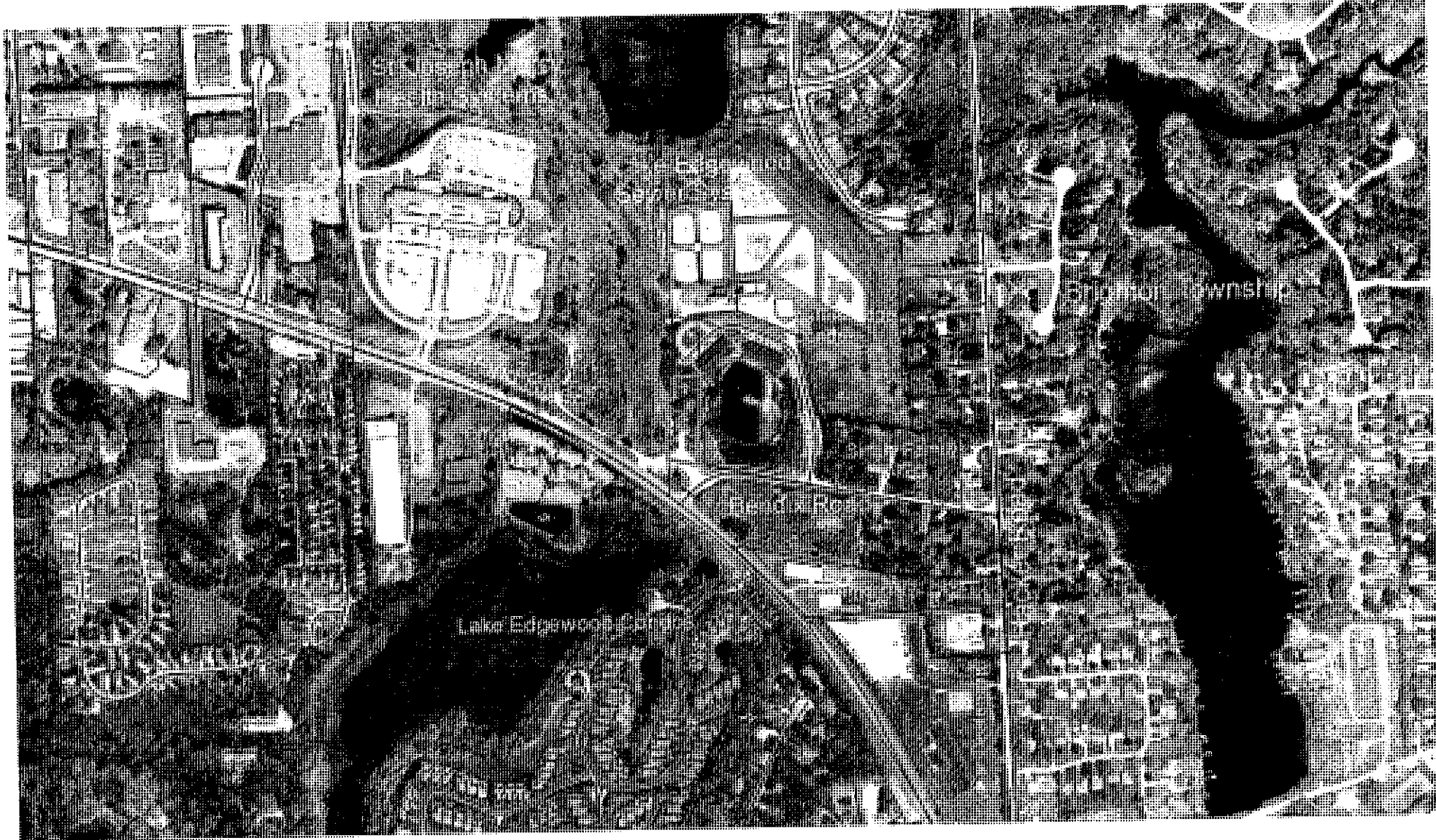
- OSD zoning is inconsistent with the Township master plan designation of Medium Density Residential for this site. Therefore, the master plan should be amended in the future to reflect office uses if this site is rezoning to OSD,
- The steep slopes on-site will require grading during construction to allow for the placement of the building and parking areas, and to minimize any rapid surface run-off of storm water.

COUNTY PLANNING STAFF RECOMMENDATION:

APPROVAL. The proposed rezoning to OSD Office Service District is appropriate for this site for the reasons noted above. OSD zoning will function as a transitional zone in this area of the Township.

Genoa Charter Township

Z-17-12



Genoa Charter Township

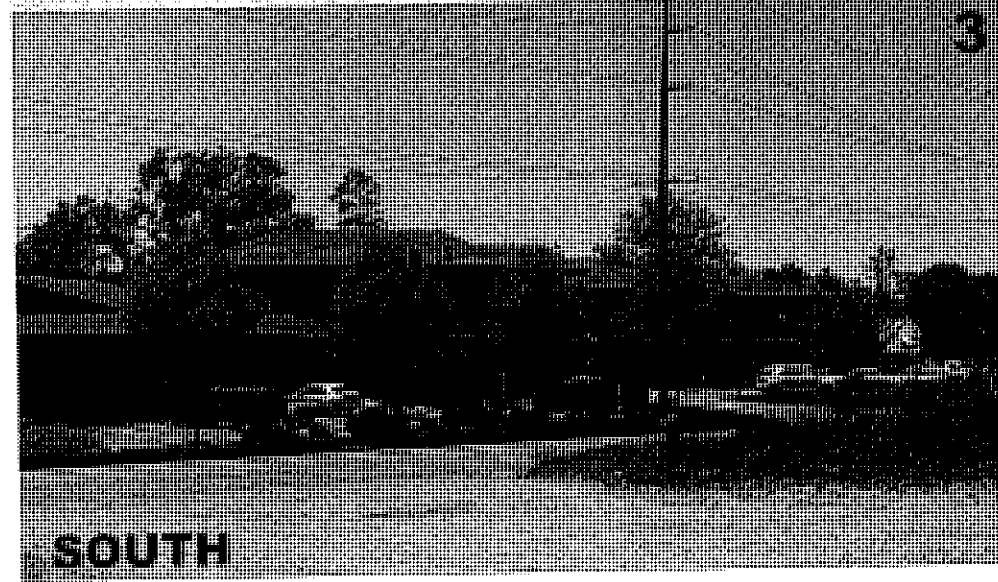
Z-17-12



SITE



EAST



SOUTH



WEST

1 2
3 4



2911 Dorr Road
Brighton, MI 48116
810.227.5225
810.227.3420 fax
genoa.org

MEMORANDUM

TO: Honorable Board of Trustees
FROM: Kelly VanMarter, Assistant Township Manager
DATE: August 3, 2012
RE: Brighton Specialty- Site Plan/Impact Assessment

MANAGER'S REVIEW: _____

Mike Archinal (Signature)

I have reviewed the revised site plan and environmental impact assessment for the proposed 5,000 sq. ft. Brighton Specialty Center office building located at 7777 Bendix Road, at the intersection of Grand River Avenue and Bendix Road in Brighton. My review of the revised submittal was focused on compliance with the outstanding items discussed at the May 14, 2012 Planning Commission meeting at which this item was recommended for approval.

In consideration of the aforementioned, I recommend the following action in this regard:

Environmental impact assessment (01-30-12): I recommend approval of the impact assessment with the condition that a statement be added indicating that dust control measures will be used during construction.

Site Plan (07-09-12): I recommend approval of the site plan with the following conditions:

1. The plans shall comply with the requirements of the Township Engineer prior to issuance of a Land Use Permit.
2. The County Road Commission and the Zoning Board of Appeals shall approve any fixtures located in the right-of-way.
3. The site shall conform to the Township lighting ordinance and 12' tall fixtures are required rather than the proposed 20' fixtures.

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

SUPERVISOR

Gary T. McCririe

CLERK

Paulette A. Skolarus

TREASURER

Robin L. Hunt

MANAGER

Michael C. Archinal

TRUSTEES

H. James Mortensen

Jean W. Ledford

Todd W. Smith

Steven Wildman

OPEN PUBLIC HEARING # 3...Review of a site plan application, impact assessment and site plan for a proposed 5,000 sq.ft. office located at 7777 Bendix, Brighton, Sec. 13, petitioned by Notable Realty.

Tim Adams is representing the petitioner. He explains the project and addresses the attempts to select the safest point of ingress/egress to the project. There was a staff meeting and as a result the driveway has been pushed as far to the east as possible. The driveway is now located as close to the pump station as it can be and they will provide a cut and parking area for Township access to the station. One of the challenges of this site is that Grand River used to come straight through the site so there are several hundred feet of right of way extending into the property. Detention is located on the north side of the property and follows the natural drainage pattern. They will install all the Township requirements for landscaping. The hope is to get approval to build the entire 5,000 sq. ft. building, but if the bank doesn't approve it they will build the 2,000 sq. ft. and prep the site for the remaining 3,000 sq. ft. All infrastructure and site improvement will be installed with phase one.

Chairman Brown asked to show him on the plan where the fence is located that he saw during his site visit. Mr. Adams states that is on the west property line.

Brad Strader with LSL Planning reviews their letter. He states that the site plan approval must be contingent on the rezoning. It wasn't clear from the submittal what improvements will be installed with phase one and as the applicant indicated it should be clarified that it will be installed with phase one. They agree with the petitioner that the access point has been moved to the best possible location. The site plan is deficient by 3 trees and 64 shrubs. These should be added. The waste receptacle should match the building. He suggests that the internal sidewalk for the project connect to the sidewalk along Bendix and Grand River Avenue so that employees or patrons could walk to area food and service uses. Mr. Strader indicates that the following items requiring special approval: the waste receptacle in the side yard, the loading area is smaller than is required due to the smaller delivery vehicles, the PC shall approve the building materials and colors, the proposed fixtures, including the sign and light pole located in the right of way will need ZBA and LCRC approval.

Tim Adams is concerned the grade is too steep going down the driveway to connect the sidewalks. As this is a medical office, the patrons will be arriving by vehicle. He doesn't feel it is safe or necessary to connect them. Chairman Brown agrees with Mr. Adams and doesn't think it is necessary because of the steep slope.

Barbara Figurski asks if the huge pine tree will be cut down. Tim Adams responds that they have been looking into trying to save it, but it will have to come down.

Mr. Adams provides a building rendering and material samples.

Chairman Brown is concerned with the site lighting and the 20' pole on the top of the hill. He is worried the 20' of grade change plus the 20' tall pole will create 40' of height from the medical building which could negatively impact the residential. Mr. Adams states that they have looked at the site photometrics and it has shown that the light does not impact the adjacent residential. Mr. Adams is willing to look at 12' tall fixtures instead of the 20' tall proposed and feels this would alleviate any issues.

Mr. Adams will provide information on the retaining wall when the project is approved. They will comply with the Engineer's requirement in the most recent letter. They also agree to comply with the Fire Department requirements.

A call to the public was held at 7:16pm with no response.

Planning Commission disposition of petition

A. Recommendation of impact assessment dated 1-30-12.

Moved by Dean Tenge, supported by Diana Lowe to recommend approval of the Environmental Impact Assessment dated 1-30-12 for the 5,000 square foot Brighton Specialty Center office building located at 7777 Bendix Road on the following conditions:

1. Approval of the rezoning to OSD by the Township Board;
2. A statement that dust control measures will be used during construction shall be added to the document.

Motion carried unanimously.

B. Disposition of site plan dated 5-2-12.

Moved by Dean Tenge, supported by John McManus, approve the site plan dated 5-2-12 for the 5,000 sq. ft. Brighton Specialty Center medical office building located at 7777 Bendix Road conditioned on:

1. Approval of rezoning to OSD by the Township Board.
2. Approval of the Impact Assessment by the Township Board.
3. The plans shall be updated to include pump station pad.
4. The 400 sq. ft. loading area is approved.
5. The site plan shall comply with any requirements of the Township Engineers.
6. The Site Plan shall be updated to meet township landscaping requirements as stated in LSL letter.
7. The dumpster location is acceptable.

8. The County Road Commission and the Zoning Board of Appeals shall approve any fixtures located in the ROW.
9. The site shall conform to the Township lighting ordinance and 12' tall fixtures are recommended rather than the proposed 20' fixtures.
10. The Fire department letter dated 5-10-12 will be adhered to

The motion carried unanimously.

OPEN PUBLIC HEARING # 4...Review of special use application, impact assessment and site plan for proposed outdoor sales and a 793 sq.ft. addition to the existing Speedway Gas Station located at 3598 E. Grand River, Howell. Sec. 5, petitioned by Speedway Super America.

David Bradt with Richard Bowen and Chuck Selves with Speedway are present on behalf of the petitioner. They are proposing a 793 sq. ft. addition with 5 additional parking spaces for employee parking. They are also adding the 8' sidewalk except for one area where it will be 6' to avoid the existing sign. The building will be repainted a tan color.

Chairman Brown does not support the outdoor storage of seasonal items as was shown in the photograph depicting building color. Mr. Selves stated the picture was for color only, they do not intend to display seasonal items outside. They are proposing to display outside the same items that they currently display and nothing additional.

Barbara Figurski wants to know what will happen with the shed. Mr. Bradt states they will pour a pad and relocate it on-site behind the building. Mr. Selves states the shed is used for returnable cans and bottles and some ice melt used in the winter.

Brad Strader went over the LSL Planning letter dated May 8, 2012. This is an older site that is lacking in landscaping. The applicant is proposing to add a significant amount of landscaping to bring the property into compliance with the ordinance. The outdoor display is required to be screened, and they are requesting a waiver from the screening requirements. Mr. Strader believes the request to waive the screening is reasonable in this case due to the location of the proposed display materials and the extensive landscaping they are adding. The canopy trees are being substituted for ornamental trees because of the overhead utilities. The Township may consider asking for some additional shrubs along Grand River Avenue. The Planning Commission also will need to approve the use of an LED light rather than metal halide.

Chairman Brown asks for clarification on the Kerosene dispenser. Mr. Bradt stated that the kerosene dispenser as shown was an error. It does not apply to this location and it will be removed if it is on the plans.

**GENOA TOWNSHIP
APPLICATION FOR SITE PLAN REVIEW**

TO THE GENOA TOWNSHIP PLANNING COMMISSION AND TOWNSHIP BOARD:

APPLICANT NAME & ADDRESS*: TIM ADAMS ON BEHALF OF NOTABLE REALTY LLC
P.O. BOX 82041

OWNER'S NAME & ADDRESS: I.S. REAL PROPERTIES HIGHLAND, MI 48351

SITE ADDRESS: 7777 BENDIX BRIGHTON MI PARCEL #(s): 4711-13-200-012

APPLICANT PHONE: 248 330-6766 OWNER PHONE: 248 889 7083

LOCATION AND BRIEF DESCRIPTION OF SITE: POV NW CORNER OF GRAND RIVER AND BENDIX

BRIEF STATEMENT OF PROPOSED USE: SMALL UNDER 5000 SQ. FT. OFFICE BUILDING PLANNED FOR MEDICAL & GENERAL OFFICE USE.

THE FOLLOWING BUILDINGS ARE PROPOSED:
A SINGLE STORY BUILDING UNDER 5000 SQ. FT.

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: _____

* 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) Tim Adams of NOTABLE REALTY at 248 330-6766
Name Business Affiliation 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: 3-27-2012
 PRINT NAME: Tim C. Adams PHONE: 248 330-6766
 ADDRESS: 4085 Tabbett Highland MI 48357

REQUIRED SITE PLAN CONTENTS

Each site plan submitted to the Township Planning Commission shall be in accordance with the provisions of the Zoning Ordinance. No site plan shall be considered until reviewed by the Zoning Administrator. The following information shall be included in the site plan submittal packet:

<u>SUBMITTED</u>	<u>NOT APPLICABLE</u>	<u>ITEM</u>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Application form and fee: A completed application form and payment of a non-refundable application fee. (A separate escrow fee may be required for administrative charges to review the site plan submittal.)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Applicant information: The name and address of the property owner and applicant, interest of the applicant in the property, the name and address of the developer, and current proof of ownership of the land to be utilized or evidence of a contractual ability to acquire such land, such as an option or purchase agreement.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Scale: The site plan should be drawn at an engineers scale on sheets measuring 24x36 inches at the scale noted below:

<u>ACREAGE</u>	<u>SCALE</u>
160 or more	1" = 200'
5- 159.9	1" = 100'
2- 4.99	1" = 50'
1- 1.99	1" = 30'
0- .99	1" = 20'

COVER SHEET CONTAINING

<input checked="" type="checkbox"/>	<input type="checkbox"/>	The name and address of the project.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	The name, address and professional seal of the architect, engineer, surveyor or landscape architect responsible for preparation of the site plan.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	A complete and current legal description and size of property in acres and square feet. Where a metes and bound description is used, lot line angles or bearings shall be indicated on the plan. Lot line dimensions and angles or angles or bearings shall be based upon a boundary survey and shall correlate with the legal description.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	A small location sketch of sufficient size and scale to locate the property within the Township.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Title block with north arrow, date of preparation and any revisions.

EXISTING CONDITION SHEETS ILLUSTRATING

<input checked="" type="checkbox"/>	<input type="checkbox"/>	All existing lot lines and dimensions, including setback lines and existing or proposed easements.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Existing topography (minimum contour interval of two feet)

Existing natural features such as streams, marshes, ponds; wetlands labeled with size and type (upland, emergent, etc)

Existing woodlands shall be shown by an approximate outline of the total canopy; individual deciduous trees of eight inch caliper or larger and individual evergreen trees six feet in height or higher, where not a part of a group of trees, shall be accurately located and identified by species and size (caliper for deciduous, height for evergreen).

Soil characteristics of the parcel to at least the detail as provided by the Soil Conservation Service Soil Survey of Livingston County. A separate map or overlay at the same scale as the site plan map may be used.

Zoning and current land use of applicants property and all abutting properties and of properties across any public or private street from the site.

Indication of existing drainage patterns, surface or water bodies.

The limits of any wetland regulated by the MDEQ, including attachment of any MDEQ approved wetland determination or documentation that an application for an MDEQ review has been submitted. If an MDEQ regulated wetland is to be impacted, an indication of the status of application for an MDEQ wetland permit or copy of a permit including description of any wetland migration required attached.

Aerial photograph indicating the limits of the site, surrounding land uses and street system.

PROPOSED PROJECT INFORMATION

Base information: The location of all existing buildings, structures, street names and existing right-of-way, utility poles, towers, drainage ditches, culverts, pavement, sidewalks, parking areas and driveways on the property and within one-hundred feet of the subject property (including driveways on the opposite side of any street). Notes shall be provided indicating those which will remain and those which are to be removed.

Building information: Footprints, dimensions, setbacks, typical floor plans, and a sketch of any rooftop or ground mounted equipment to scale.

Building elevations: Elevation drawings shall be submitted illustrating the building design and height, and describing construction materials for all proposed structures. Elevations shall be provided for all sides visible from an existing or proposed public street or visible to a residential district. The Planning commission may require color renderings of the Building. Proposed materials and colors shall be specified on the Plan and color chips or samples shall also be provided at the time of site plan review. These elevations, colors, and materials shall be considered part of the approval site plan. (as amended 4/15/95)

Building and lot coverage: Percentage of building coverage and impervious surface ratio (all paved areas and building v. total lot area) compared to the percentages specified in the Table of Dimensional Standards Article 4.

For residential developments: Number of residential unit for each project phase divided by acreage exclusive of any public right-of-way or private road access easement; lot area for each lot; and a description of the number of each unit by size and number of bedrooms; if a multi-phase development is proposed, identification of the areas included in each phase.

For commercial and office uses: The Gross Floor Area and Useable Floor Area of each use or lease space. For industrial uses: The floor area devoted to industrial uses and the area intended for accessory office use.

Streets, driveways, and circulation: The layout and dimensions of proposed lots, streets and drives (including grades, existing or proposed right-of-way or easement and pavement width, number of lanes and typical cross section showing surface and sub base materials and dimensions, grades of all entrances and exits, location and typical detail of curbs, intersection radii), access points (including deceleration or passing lanes, distance from adjacent driveways or street intersection), sidewalks (width, pavement type and distance from street) and recreation areas. Written verification of any access easements or agreements for shared access or driveway curb return extending beyond the property line shall be required.

Utilities: Existing and proposed locations of utility services (with sizes), degrees of slope of sides of retention/ detention ponds; calculations for size of storm drainage facilities; location of electricity and telephone poles and wires; location and size of surface mounted equipment for electricity and telephone services; location and size of underground tanks where applicable; location and size of outdoor incinerators; location and size of wells, septic tanks and drain fields; location of manholes, catch basins and fire hydrants; location, size, and inverts for storm and sanitary sewers. any public or private easements; notes shall be provided clearly indicating which existing services will remain and which will be removed.

Grading and drainage: A site grading plan for all developments where grading will occur, with existing and proposed topography at a minimum of two (2) foot contour intervals and with topography extending a minimum of twenty (20) feet beyond the site in all directions and a general description of grades within fifty (50), and further where required to indicate stormwater runoff into an approved drain or detention/ retention pond so as to clearly indicate cut and fill required. All finished contour lines are to be connected to existing contour lines

at or before the property lines. A general description and location of the stormwater management system shall be shown on the grading plan. The Township Engineer may require detailed design information for any retention/detention ponds and stormwater outfall structures or basins. If MDEQ regulated wetlands are to be used, status of MDEQ permit application or copy of permit with attached conditions shall be provided.

Landscape and screening: A landscape plan indicating proposed ground cover and plant locations and with common plant name, number, and size at installation. For any trees over eight (8) inch caliper to be preserved. A detail shall be provided to illustrate protection around the tree's drip line. Berms, retaining walls or fences shall be shown with elevations or cross section from the surrounding average grade. The location, type and height of proposed fences shall be described.

Waste receptacles: Location of proposed outdoor trash container enclosures; size, typical elevation, and vertical section of enclosures; showing materials and dimensions in compliance with Zoning Ordinance Standards.

Signs: Locations of all signs including location, size, area type, height, and method of lighting. Note that all regulatory signs shall meet the standards from the Michigan Manual of Uniform Traffic Control Devices (MMUTCD).

Lighting: Details of exterior lighting including location, height, method of shielding and style of fixtures.

Parking: Parking, storage and loading/unloading areas, including the dimensions of typical space, aisle, and angle of spaces. The total number of parking and loading/unloading spaces to be provided and the method spaces to be provided and the method by which the required parking was calculated shall be noted.

The applicant shall erect flagged stakes at the perimeter points of the property to assist Township officials and staff in reviewing the site.



LSL Planning, Inc.

Community Planning Consultants

May 8, 2012

Planning Commission
Genoa Township
2911 Dorr Road
Brighton, Michigan 48116

Attention:	Kelly Van Marter, AICP Planning Director
Subject:	Brighton Specialty Center – Site Plan Review #2
Location:	7777 Bendix Road – northwest corner of Bendix and Grand River Avenue
Zoning:	MDR Medium Density Residential (site is also subject to requested OSD rezoning)

Dear Commissioners:

Per your request, we have reviewed the revised site plan (dated 5/2/12) proposing a new multi-tenant office building for the vacant property at 7777 Bendix Road. The site is located at the northwest corner of Bendix and Grand River Avenue, and is currently zoned MDR Medium Density Residential. As part of this project, the applicant has requested rezoning of the subject site to OSD Office Service District. The site plan has been reviewed in accordance with the Genoa Township Zoning Ordinance. Where noted, we have applied OSD standards to this site plan review.

A. Summary

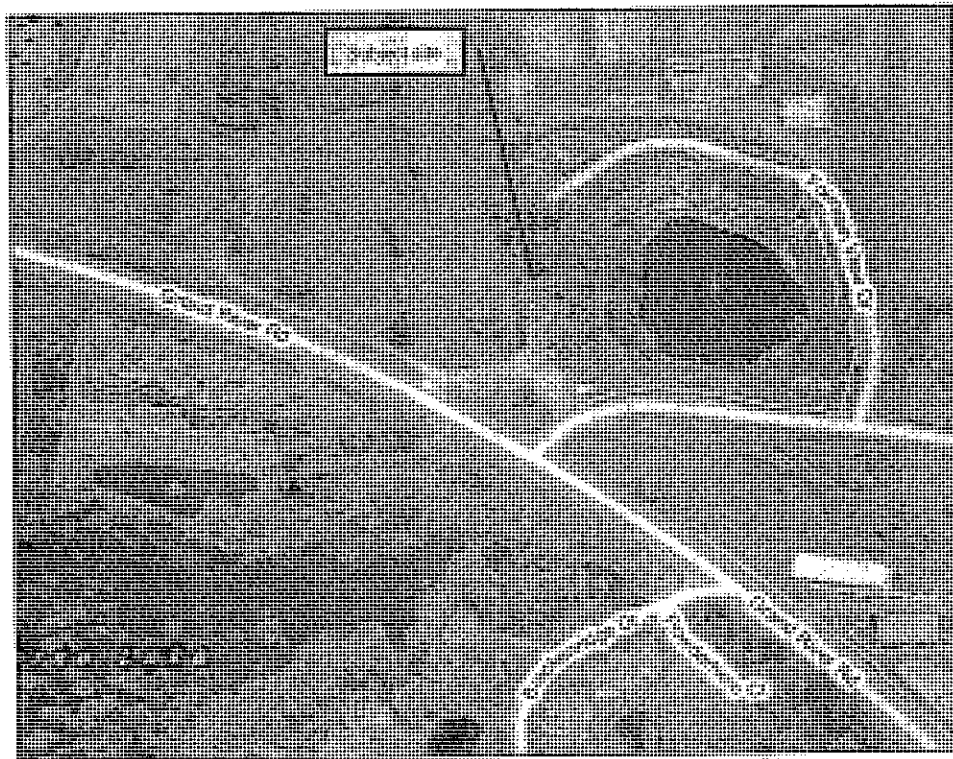
1. A favorable decision on the site plan (if granted) should be made after action on the proposed rezoning and include rezoning approval as a condition.
2. The Planning Commission has approval authority over the building elevations, including materials and colors. The applicant must confirm the proposed building materials.
3. The applicant requests Commission approval for a 400 square foot loading area.
4. Additional greenbelt and detention pond plantings are needed.
5. The applicant requests Commission approval to place the waste receptacle in the required side yard.
6. Materials used for the waste receptacle enclosure must match those used on the building.
7. The project requires Road Commission authorization for two structures proposed within the right-of-way: one light pole and a monument sign.
8. The proposed monument sign requires a variance for an off premise-sign.
9. We request the applicant confirm the site improvements included in Phase 1.

B. Proposal/Process

The applicant requests site plan approval for a new 5,000 square foot office building at the northwest corner of Bendix Road and Grand River Avenue. The intended use is for a multi-tenant medical office building.

As currently zoned (MDR), the proposed use is not allowable; however, as part of the overall project, the applicant is requesting rezoning to OSD, which lists medical office (up to 15,000 square feet) as a permitted use.

Accordingly, action on the site plan should take place after a decision on the rezoning and include rezoning approval as a condition of site plan approval (if granted).



Aerial view of site and surroundings (looking north)

C. Site Plan Review

1. Dimensional Requirements. As described in the table below, the project complies with the dimensional standards of the proposed OSD zoning:

District	Lot Size		Minimum Setbacks (feet)				Max. Height (feet)	Lot Coverage
	Lot Area (acres)	Width (feet)	Front Yard	Side Yard	Rear Yard	Parking		
OSD	1	100	70	20	40	20 front 10 side/rear	35	35% building 60% impervious
Proposed	1.03	111	70	20(E) 40 (W)	115	25 front 10 side (W)	15	11.1% building 46.9% impervious

2. Building Materials and Design. The proposed elevations, including colors and materials, are subject to review and approval by the Planning Commission. The drawings appear to show a 100% brick building, which would comply with Township standards for development in the OSD; however, there are no notes indicating the actual materials proposed. The applicant must confirm the building materials and colors for Planning Commission consideration.

3. Parking and Vehicular Circulation. Based upon the size of the building (5,000 square feet) and proposed use (medical office), the project requires 25 parking spaces. The site plan provides 26 spaces, including 4 barrier free spaces. Although only 2 barrier free spaces are required, it is relatively common for medical uses to provide additional spaces given the nature of their clients. The parking spaces and drive aisle meet the dimensional standards of Section 14.06. The applicant should be aware that the Township Zoning Ordinance requires that spaces be double striped (Section 14.06.07).

Vehicular access to the site is proposed via a driveway along Bendix Road. In accordance with the discussion at a recent meeting with staff, the Road Commission and Township Engineer, the applicant has shifted the driveway as far from the intersection of Bendix and Grand River as possible.

4. Loading. Given the size of the building, Section 14.08.08 requires 1 loading space, which is to be located in a rear or side yard not directly visible to a public street. The site plan identifies a 400 square foot space at the rear of the building. Such spaces are to contain 500 square feet, unless otherwise approved by the Planning Commission. In response, the applicant states that “the only need for a loading area will be to accommodate standard sized Fed Ex or UPS delivery trucks.”

5. Landscaping. The following table is a summary of the landscaping required by Section 12.02:

Location	Requirements	Proposed	Comments
Front yard greenbelt	3 canopy trees 20-foot width	2 canopy trees 3 ornamental trees 25-foot width	1 additional canopy tree required
Buffer zone “C” (E)	19 canopy trees OR 19 evergreens OR 75 shrubs 10-foot width	5 canopy trees 14 evergreens 20-foot width	Requirement met
Detention pond	7 canopy OR evergreen trees 64 shrubs	5 canopy trees	2 additional trees and 64 shrubs needed
Parking lot	3 canopy trees 260 s.f. of landscaped area	5 canopy trees Approximately 300 s.f. of landscaped area	Requirement met

There are 2 trees on the landscape plan labeled “SD” that should be “SC” to match the table. The applicant must correct this minor discrepancy.

6. Waste Receptacle and Enclosure. The project includes a new waste receptacle and enclosure northwest of the building. Section 12.04 requires a rear yard or non-required side yard location, unless otherwise approved by the Planning Commission. Given the proposed placement within the required side yard, the location requires Commission approval.

The applicant proposes a concrete base and masonry enclosure in accordance with current requirements; however, the specific material used for the enclosure is not listed. The enclosure must be constructed of brick matching that used on the building.

7. Pedestrian Circulation. Section 12.05 requires sidewalks and pathways along certain road frontages, including a 5-foot sidewalk along Grand River Avenue east of the 141 interchange. Accordingly, the revised plan includes a 5-foot concrete sidewalk. The proposed sidewalk will connect to the existing sidewalk on Bendix and provide a pedestrian connection to the site’s Grand River frontage.

8. Exterior Lighting. The submittal includes a photometric plan, which identifies 6 new 20-foot tall light poles, each of which is fitted with a 250-watt metal halide fixture. The information provided shows downward directed cutoff fixtures and a maximum light intensity of 6.5 footcandles, all of which comply with current standards. The only issue with the lighting plan is that one of the proposed light poles (HB-6) is within the right-of-way. The applicant must obtain authorization from the Road Commission for its placement.

9. Signs. The submittal proposes a monument sign within the current Grand River Avenue right-of-way. A note on Sheet 3 indicates that the Road Commission will provide a license allowing such placement; however, the submittal does not include any documentation confirming this.

Even if such authorization is obtained, the Township Zoning Ordinance does not permit off-premise signs. As such, the applicant must either relocate the proposed sign or obtain both Road Commission approval and a variance from the Township ZBA.

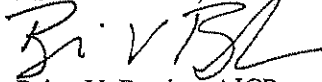
The sign itself is 6 feet in height and contains approximately 42 square feet of area (not including the brick base or address), both of which comply with the standards of Table 16.1. If the proposed sign is ultimately allowed, the applicant must obtain a sign permit prior to installation.

- 10. Impact Assessment.** As required by Ordinance, the submittal includes an Impact Assessment (dated 1/30/12). In summary, the Assessment notes that the project is not anticipated to adversely impact natural features, public services/utilities, surrounding land uses or traffic.
- 11. Phasing.** The revised site plan identifies two development phases – the first being a 2,000 square foot building towards the front of the site and the other being a 3,000 square foot addition to the north of the Phase 1 building. It appears all other site improvements (parking, landscaping, waste receptacle, lighting, etc.) will be included in Phase 1; however, we request the applicant confirm this is the case.

Should you have any questions concerning this matter, please do not hesitate to contact our office. I can be reached by phone at (248) 586-0505, or via e-mail at borden@lslplanning.com.

Sincerely,

LSL PLANNING, INC.



Brian V. Borden, AICP
Senior Planner



TETRA TECH

May 9, 2012

Ms. Kelly Van Marter
Genoa Township
2911 Dorr Road
Brighton, MI 48116

Re: **Brighton Specialty Center (7777 Bendix)
Rezoning Review and Site Plan Review #2**

Dear Ms. Van Marter:

As requested, we have performed a review of the revised site plan for the above-referenced rezoning and the subsequent site development plan. This site is located at 7777 Bendix Road, on the north east quadrant of Grand River and Bendix Road intersection. The Petitioner is proposing to rezone the site from Medium Density Residential to Office Service District. We offer the following comments on the rezoning request:

TRAFFIC / ROADWAYS

1. The petitioner has revised the access drive location to be as far east as possible along Bendix Road. This location was discussed in the planning review meeting and is acceptable for the proposed use. Any improvements along Bendix are still subject to review and approval by the Livingston County Road Commission.

DRAINAGE AND GRADING

1. All drainage, grading, and soil erosion control measures for future improvements to the property shall be designed in compliance with the regulations established by the Livingston County Drain Commissioner's office.

UTILITIES

1. The petitioner has indicated a 400 foot radius on the site plan for hydrant coverage. The entire building is included in this radius, so no additional hydrants are necessary.

The petitioner has satisfactorily addressed our previous comments regarding the engineering related concerns to the rezoning request. Therefore, we have no further objections to the rezoning request.

Tetra Tech

123 Brighton Lake Road, Suite 203, Brighton, MI 48116
Tel 810.220.2112 Fax 810.220.0094 www.tetratech.com

Ms. Kelly Van Marter
Genoa Township
Brighton Specialty Center SPR
May 9, 2012
Page 2

In addition to the rezoning request the petitioner has submitted a fully developed site plan for the proposed office use. The following **site plan review** comments are presented for the Township's consideration should the requested zoning change be approved.

GENERAL

1. Access to the site is proposed through an improved drive off of Bendix Road. The revised location and improvements in Bendix Road right of way is subject to approval from the Livingston County Road Commission.

GRADING AND DETENTION

1. The site plan indicates a wall of some type on the north and east side of the detention basin. No details for its construction are provided. The petitioner must supply a detail and materials of construction for the wall. This has still not been included in the site plan.
2. Spot elevations should be added to the proposed sidewalk to ensure that all cross slopes, landings and ramps meet design requirements, and all associated site grading is accounted for.

WATER MAIN AND SANITARY SEWER

1. Two existing water service shut-offs are shown on the drawings, with the intent to connect a new 1 ½" lead to the existing 2" shut off. The second shut off is live for the adjacent property. Therefore a note to protect the existing curb box and adjust the height appropriately during grading activities should be provided on the plans. The shut off located in the driveway should be located within a D-box to protect the curb stop.

RECOMMENDATION

The Township must first consider the rezoning request. If that is approved, then we recommend that the Township consider approval of the site plan, contingent on the above issues being addressed prior to a land use permit being issued.

If you have any questions or comments, please call.

Sincerely,



Gary J. Markstrom, P.E.
Unit Vice President



Brighton Area Fire Department

615 W. Grand River

Brighton, Michigan 48116

810-229-6640 Fax: 810-229-1619

May 10, 2012

Kelly VanMarter
Genoa Township
2911 Dorr Road
Brighton, MI 48116

RE: Brighton Specialty Center – Medical Office Building
Bendix & Grand River
Site Plan Review

Dear Kelly:

The Brighton Area Fire Department has reviewed the above mentioned site plan. The plans were received for review on May 4, 2012 and the drawings are dated December 30, 2011 with a revision date of May 12, 2012. The project is based on a new 2 phase 5,000 square foot building (business). The plan review is based on the requirements of the International Fire Code (IFC) 2009 edition.

Additional comments will be given during the building plan review process (specific to the building plans and occupancy). If you have any questions about the comments on this plan review please contact me at 810-229-6640.

Cordially,

A handwritten signature in black ink, appearing to read "Michael D. Brian".

Michael D. Brian
Fire Chief

ENVIRONMENTAL IMPACT ASSESSMENT

GENOA TOWNSHIP

MAY - 2 2012

January 30, 2012

INTRODUCTION

The purpose of this report is to show what effect this proposed development may have on various environmental factors in the general vicinity. Potential areas of concern are to be noted along with the proposed methods of addressing each item. The protection and conservation of irreplaceable natural resources from pollution, impairment, or destruction, is of the utmost concern.

A. NAME(S) AND ADDRESS(ES) OF PERSON(S) RESPONSIBLE FOR PREPARATION OF THIS STATEMENT:

Prepared By:
Timothy Adams – Developer, Broker
4085 Taggett ste A
Highland, Mi. 48357

Prepared For:
I.S Real Property LLC
P.O. Box 82041
Highland, Mi. 48357

B. MAP(S) AND WRITTEN DESCRIPTION / ANALYSIS OF THE PROJECT

SITE:

The proposed project is located in the Township of Genoa, Livingston County, Michigan, and is located at the NW corner of Grand River Avenue and Bendix Rd. The property which contains approximately 1.03 acres is currently zoned MDR with a request submitted for concurrent rezoning to OSD. Adjacent property to the west is the St Joseph Medical Center with a zoning of NRPUD, to the east is a multiple unit development with zoning of RPUD. Directly across Grand River are properties zoned OSD. At one time a multi-tenant residential dwelling was on this site. Currently the property is vacant as the prior owner removed the existing structure. This site is elevated from, and slopes toward the corner of Bendix and Grand River Avenue.

C. IMPACT ON NATURAL FEATURES:

The site will be developed with the proposed building, paving, and landscaped areas. The expansion of this development may slightly increase the storm water outflow of the site. which will be directed to a temporary detention pond at the rear property. The water will then be restricted and released. Any overflow will eventually end up in the pond to the east consistent with the original Agricultural Flow from this site. Originally the site contained a large multi-tenant building with parking. Any storm water increase is due to the expansion of the building, and related paved parking surfaces, over the prior developed site. According to the U.S.D.A. Soils Conservation Service "Soil Survey of Livingston County, Michigan", the predominant soil type on this site is Miami Loam with 2% to 6% slopes. The surface runoff is slow, permeability is moderate to good, and the erosion hazard is slight in this soil type. Grading will be required during construction of this project for the placement of the building, parking areas and storm water detention required.

D. IMPACT ON STORM WATER MANAGEMENT:

Surface water runoff during the construction period will be controlled by the proper method as set forth by the Livingston County Drain Commissioner. Such methods will be silt fencing, stone filters, temporary storm water diversions and retention arms which are designed to contain all temporary erosion within the site itself.

E. IMPACT ON SURROUNDING LAND USES:

The proposed use of this project is for the 4,960 square foot medical/general office facility to provide for allowed uses under the OSD guidelines. There has been sufficient parking provided to allow for the uses allowed for in this district. The required site improvements will comply with the Genoa Township Zoning Ordinance. During the construction phase of the project there will be a temporary increase in dust, noise and vibration at the site. However these items will be temporary in nature and once the site is fully stabilized, these items will be virtually non-existent. Though dust is anticipated to be slight, during the construction of this project the developer shall provide adequate dust control measures to protect adjacent properties from dust becoming a nuisance. The ambient noise level around this site after the project is completed will not add to the present conditions. This project will produce a minor increase in traffic volumes during business hours. Being located on Grand River Avenue with many larger and similar type business as neighbors, this additional traffic volume and it's associated noise levels will not be an added nuisance to the area. The lighting used for the exterior illumination of parking areas will be the positive cut off - shoe box type lighting fixture directed towards the interior of the site. Per the photometric drawing provided to the township engineer, there will not be allowed spillage of the site lighting onto adjacent properties or public ways.

F. IMPACT ON PUBLIC FACILITIES AND SERVICES:

Since all the actual tenants are not known at this time, the number of employees and/or patrons cannot be sited with certainty. However, the Medical practitioner that is also the Owner will be open 2 to 3 afternoons per week as he also operates other facilities in other locations. The peak times at which most activities will occur at this facility would be during standard business hours. Hours of operation are expected to be 8 am to 6 pm with the possibility of some uses requiring later business hours. This proposed development will not create an added impact on the school systems, with minor impacts on the police and fire services.

G. IMPACT ON PUBLIC UTILITIES:

There is public water available to this site. The potable water supply to this facility will be provided by this system, whereas the sanitary waste will be connected to the public sanitary sewer system running adjacent to Grand River Ave. at the front of this site. The water and sanitary sewer systems contained within this development will be privately maintained. The Livingston County Health Department shall approve the potable water supply, with the sanitary sewers meeting the approval of the township engineers. On-site storm drainage will drain as mentioned.

H. STORAGE AND HANDLING OF ANY HAZARDOUS MATERIALS:

There is no hazardous material in use or stored on this site, nor are any anticipated in the future.

I. IMPACT ON TRAFFIC AND PEDESTRIANS:

The traffic volume to this area will slightly increase due to the addition of this facility. The traffic generated by this development will not occur during peak traffic volumes, but is spread throughout the day. As stated in item "E" this added traffic volume is in keeping with the development of this area, and is not expected to have an adverse effect. Bendix Road is primarily used as a pass through between Grand River and Hacker Rd.

Summary of ITE Trip Generation Calculations (see included charts) based on gross floor area of development

PM Peak Hour

Gross Floor Area: 4960 sf

Using Average Rate of 3.46 trips per 1000 sq. ft. gross floor area

Trips Generated= $(4960/1000) \times 3.46 = 17$ trips

Peak Hour of Adjacent Street Traffic: 17 trips

The average trip rate is used because of the small size of the development.

J. LOADING ZONE

Whereas Township ordinance calls for a loading zone of 500 sq. feet , the facility is asking that a loading zone of approximately 400 sq. ft. be allowed. The only need for a loading area will be to accommodate the occasional standard sized Fed Ex or UPS delivery trucks. Larger semi-trucks will not be needed for deliveries to the facility.

K. SPECIAL PROVISSIONS

There are no Deed Restrictions on this site.

L. DESCRIPTION OF ALL SOURCES:

Genoa Township Zoning Ordinance
 Livingston County Drain Commissioner
 Livingston County Road Commission
 Livingston County Health Department
 ITE Trip Generation Rate Calculations
 United States Department of Agriculture Soils Conservation Service
 BF - Thompson P.C. Professional Surveyors, survey of property.

**INSTITUTE OF TRANSPORTATION ENGINEERS
 TRIP GENERATION RATE (PM Peak Hour)**

(Trip Generation Manual, 8th Edition)

Code	Description	Unit of Measure	Trips Per Unit
PORTLAND TERMINAL			
30	Truck Terminal	Acres	6.55
90	Park and Ride Lot with Bus Service	Parking Spaces	0.62
INDUSTRIAL			
110	General Light Industrial	1,000 SF	0.97
120	General Heavy Industrial	Acres	2.16
130	Industrial Park	1,000 SF	0.86
140	Manufacturing	1,000 SF	0.73
150	Warehousing	1,000 SF	0.32
151	Mini-Warehouse	1,000 SF	0.26
152	High-Cube Warehouse	1,000 SF	0.10
170	Utilities	1,000 SF	0.76
RESIDENTIAL			
210	Single-Family Detached Housing	Dwelling Units	1.01
220	Apartment	Dwelling Units	0.62
230	Residential Condominium / Townhouse	Dwelling Units	0.52
240	Mobile Home Park	Dwelling Units	0.59
251	Senior Adult Housing - Detached	Dwelling Units	0.27
252	Senior Adult Housing - Attached	Dwelling Units	0.16
253	Congregate Care Facility	Dwelling Units	0.17
254	Assisted Living	Beds	0.22
255	Continuing Care Retirement Community	Dwelling Units	0.29
LODGING			
310	Hotel	Rooms	0.59
320	Motel	Rooms	0.47
330	Resort Hotel	Rooms	0.42
RECREATIONAL			
411	City Park	Acres	0.16
412	County Park	Acres	0.06
413	State Park	Acres	0.07
415	Beach Park	Acres	1.30
416	Campground / Recreation Vehicle Park	Camp Sites	0.37
417	Regional Park	Acres	0.20
420	Marina	Berths	0.19
430	Golf Course	Acres	0.30
431	Miniature Golf Course	Holes	0.33

Code	Description	Unit of Measure	Trips Per Unit
432	Golf Driving Range	Tees / Driving Positions	1.25
433	Batting Cages	Cages	2.22
435	Multi-Purpose Recreational Facility	Acres	5.77
437	Bowling Alley	1,000 SF	3.54
441	Live Theater	Seats	0.02
443	Movie Theater without Matinee	1,000 SF	6.16
444	Movie Theater with Matinee	1,000 SF	3.80
445	Multiplex Movie Theater	1,000 SF	4.91
452	Horse Race Track	Acres	4.30
454	Dog Race Track	Attendance Capacity	0.15
460	Arena	Acres	3.33
473	Casino / Video Lottery Establishment	1,000 SF	13.43
480	Amusement Park	Acres	3.95
488	Soccer Complex	Fields	20.67
490	Tennis Courts	Courts	3.88
491	Racquet / Tennis Club	Courts	3.35
492	Health / Fitness Club	1,000 SF	3.53
493	Athletic Club	1,000 SF	5.96
495	Recreational Community Center	1,000 SF	1.45
INSTITUTIONAL			
520	Elementary School	1,000 SF	1.21
522	Middle School / Junior High School	1,000 SF	1.19
530	High School	1,000 SF	0.97
536	Private School (K-12)	Students	0.17
540	Junior / Community College	1,000 SF	2.54
560	Church	1,000 SF	0.55
565	Daycare Center	1,000 SF	12.46
566	Cemetery	Acres	0.84
571	Prison	1,000 SF	2.91
590	Library	1,000 SF	7.30
591	Lodge / Fraternal Organization	Members	0.03
MEDICAL			
610	Hospital	1,000 SF	1.14
620	Nursing Home	1,000 SF	0.74
630	Clinic	1,000 SF	5.18
640	Animal Hospital / Veterinary Clinic	1,000 SF	4.72

Code	Description	Unit of Measure	Trips Per Unit
OFFICE			
710	General Office Building	1,000 SF	1.49
714	Corporate Headquarters Building	1,000 SF	1.40
715	Single Tenant Office Building	1,000 SF	1.73
720	Medical-Dental Office Building	1,000 SF	3.46
730	Government Office Building	1,000 SF	1.21
732	United States Post Office	1,000 SF	11.12
733	Government Office Complex	1,000 SF	2.85
750	Office Park	1,000 SF	1.48
760	Research and Development Center	1,000 SF	1.07
770	Business Park	1,000 SF	1.29
RETAIL			
812	Building Materials and Lumber Store	1,000 SF	4.49
813	Free-Standing Discount Superstore	1,000 SF	4.61
814	Specialty Retail Center	1,000 SF	2.71
815	Free Standing Discount Store	1,000 SF	5.00
816	Hardware / Paint Store	1,000 SF	4.84
817	Nursery (Garden Center)	1,000 SF	3.80
818	Nursery (Wholesale)	1,000 SF	5.17
820	Shopping Center	1,000 SF	3.73
823	Factory Outlet Center	1,000 SF	2.29
841	New Car Sales	1,000 SF	2.59
843	Automobile Parts Sales	1,000 SF	5.98
848	Tire Store	1,000 SF	4.15
850	Supermarket	1,000 SF	10.50
851	Convenience Market (Open 24 Hours)	1,000 SF	52.41
852	Convenience Market (Open 15-16 Hours)	1,000 SF	34.57
853	Convenience Market with Gasoline Pumps	1,000 SF	59.69
854	Discount Supermarket	1,000 SF	8.90
857	Discount Club	1,000 SF	4.24
860	Wholesale Market	1,000 SF	0.88
861	Sporting Goods Superstore	1,000 SF	3.10
862	Home Improvement Superstore	1,000 SF	2.37
863	Electronics Superstore	1,000 SF	4.50
864	Toy / Children's Superstore	1,000 SF	4.99
866	Pet Supply Superstore	1,000 SF	3.38
867	Office Supply Superstore	1,000 SF	3.40
875	Department Store	1,000 SF	1.78

Code	Description	Unit of Measure	Trips Per Unit
876	Apparel Store	1,000 SF	3.83
879	Arts and Craft Store	1,000 SF	6.21
880	Pharmacy / Drugstore without Drive-Through Window	1,000 SF	8.42
881	Pharmacy / Drugstore with Drive-Through Window	1,000 SF	10.35
890	Furniture Store	1,000 SF	0.45
896	Video Rental Store	1,000 SF	13.60
SERVICES			
911	Walk-In Bank	1,000 SF	12.13
912	Drive-In Bank	1,000 SF	25.82
925	Drinking Place	1,000 SF	11.34
931	Quality Restaurant	1,000 SF	7.49
932	High-Turnover (Sit-Down) Restaurant	1,000 SF	11.15
933	Fast Food Restaurant without Drive-Through Window	1,000 SF	26.15
934	Fast Food Restaurant with Drive-Through Window	1,000 SF	33.84
935	Fast Food Restaurant with Drive-Through Window and No Indoor Seating	1,000 SF	153.85
936	Coffee / Donut Shop without Drive-Through Window	1,000 SF	40.75
937	Coffee / Donut Shop with Drive-Through Window	1,000 SF	42.93
938	Coffee / Donut Shop with Drive-Through Window and No Indoor Seating	1,000 SF	75
940	Bread / Donut / Bagel Shop with Drive-Through Window	1,000 SF	19.56
941	Quick Lubrication Vehicle Shop	Service Bays	5.19
942	Automobile Care Center	1,000 SF	3.38
943	Automobile Parts and Service Center	1,000 SF	4.46
944	Gasoline / Service Station	Fueling Positions	13.87
945	Gasoline / Service Station with Convenience Market	Fueling Positions	13.38
946	Gasoline / Service Station with Convenience Market and Car Wash	Fueling Positions	13.94
947	Self Service Car Wash	Stalls	5.54
948	Automated Car Wash	1,000 SF	14.12

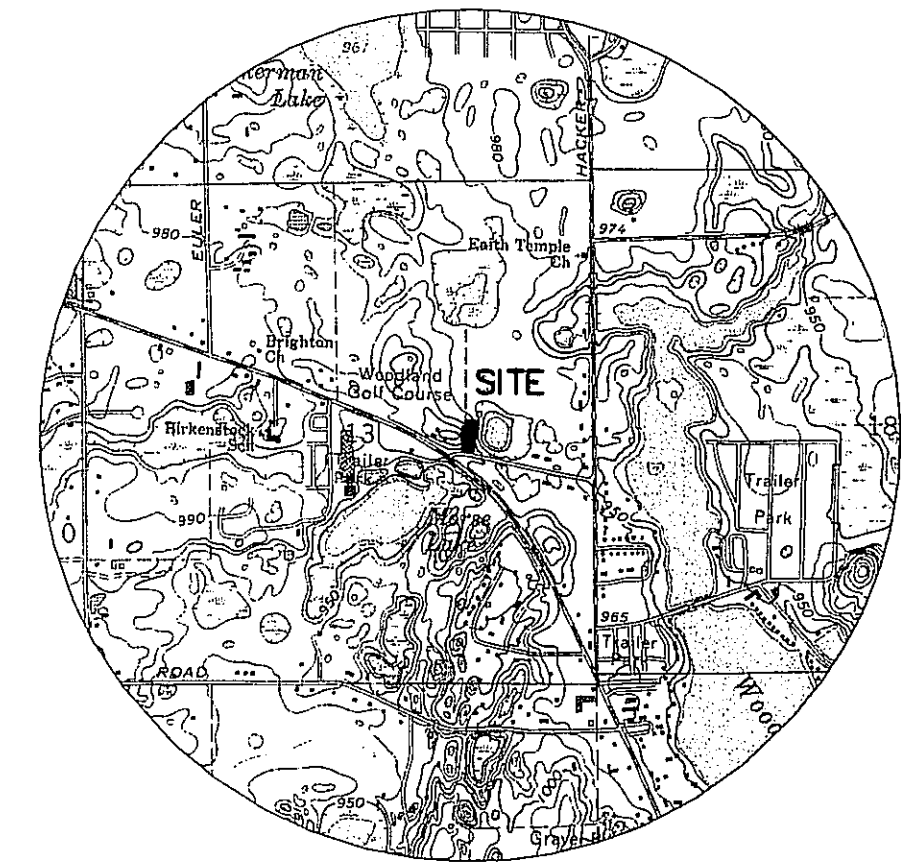
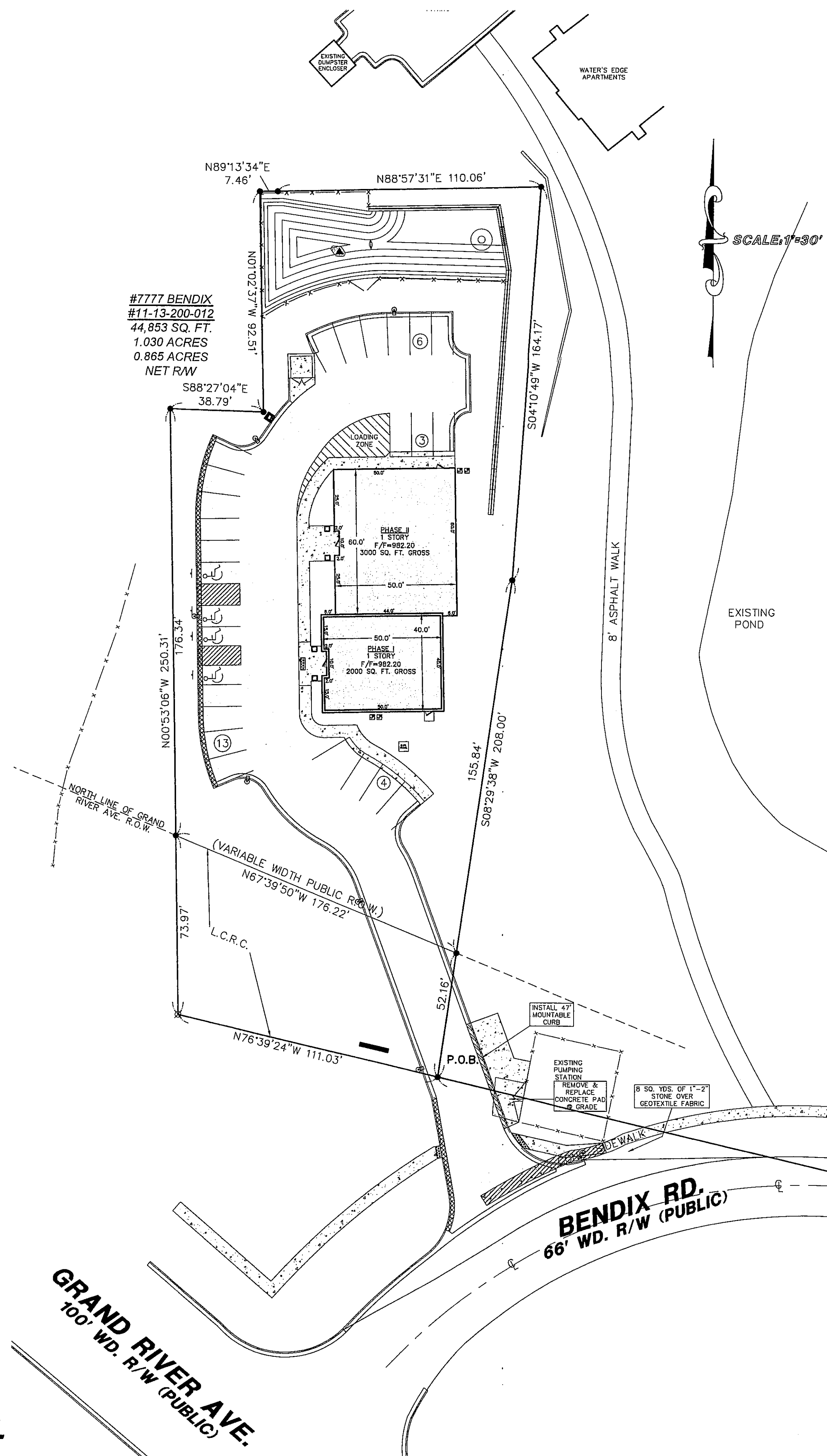
Note: All land uses in the 800 and 900 series are entitled to a "passby" trip reduction of 60% if less than 50,000 ft² or a reduction of 40% if equal to or greater than 50,000 ft².

* Approximated by 10% of Weekday average rate.

**SITE PLAN
OF
"BRIGHTON SPECIALTY CENTER"
A PROPOSED MEDICAL OFFICE BUILDING
OF PART OF SECTION 13, T.2N., R.5E., GENOA TOWNSHIP,
LIVINGSTON COUNTY, MICHIGAN**

LEGAL DESCRIPTION - AS SURVEYED

Part of the East 1/2 of Section 13, T. 2N., R.5E., Genoa Township, Livingston County, Michigan, being more particularly described as Commencing at the East 1/4 corner of said Section 13; thence due South, along the East line of said Section, the Township Line and the centerline of Hacker Road (public road), 480.50 ft. to the intersection of the centerline of Bendix Road (public road); thence N. 76 deg 39 min 24 sec W., along said centerline of Bendix Road, 1305.06 ft. (N. 76 deg 40 min 00 sec W. 1304.34 ft. recorded) to the POINT OF BEGINNING; thence continuing N. 76 deg 39 min 24 sec W., along said centerline 111.03 ft. (N. 76 deg 40 min 00 sec W. 111.03 ft. recorded); thence N. 00 deg 53 min 06 sec W. 73.97 ft. to the North line of Grand River Avenue (as monumented); thence continuing N. 00 deg 53 min 06 sec W. 176.34 ft. (N. 01 deg 05 min 34 sec W. 250.00 ft. recorded); thence S. 88 deg 27 min 04 sec E. 38.79 ft. (S. 88 deg 28 min 16 sec E. 38.78 ft. recorded); thence N. 01 deg 02 min 37 sec W. 92.51 ft. (N. 01 deg 05 min 34 sec W. 92.85 ft. recorded); thence N. 89 deg 13 min 34 sec E. 7.46 ft.; thence N. 88 deg 57 min 31 sec E. 110.06 ft. (N. 88 deg 54 min 26 sec E. 117.51 ft. recorded); thence S. 04 deg 10 min 49 sec W. 164.17 ft. (S. 03 deg 43 min 47 sec W. 164.15 ft. recorded); thence S. 08 deg 29 min 38 sec W. 155.84 ft. to the North line of Grand River Avenue (as monumented); thence continuing S. 08 deg 29 min 38 sec W. 52.16 ft. (S. 08 deg 33 min 59 sec W. 208.12 ft. recorded) to the POINT OF BEGINNING; containing 1.030 acres, subject to the rights of the public or any governmental unit in any part thereof taken, used or deeded for street, road or highway purposes, also subject to easements and restrictions of record, if any.



**SITE LOCATION MAP
SCALE: 1"=2000'**

**OWNER:
I.S. REALTY
C/O BUILDER/DEVELOPER**

**BUILDER/DEVELOPER:
NOTABLE REALTY, L.L.C.
4085 TAGGETT LAKE DRIVE
HIGHLAND, MI. 48357
TIM ADAMS - (248)684-0808**

SHEET INDEX

- 1) COVER SHEET
- 2) EXISTING CONDITIONS
- 3) SITE PLAN
- 4) GRADING PLAN
- 5) CONSTRUCTION LAYOUT PLAN
- 6) SOIL EROSION CONTROL PLAN & NOTES
- 7) ROAD/STORM WATER PLAN & PROFILE, DRAINAGE CALCULATIONS & DETAILS
- 8) STANDARD DETAILS
- 9) LIGHTING PLAN
- 10A) LANDSCAPE PLAN
- 10B) LANDSCAPE PLAN - DETENTION BASIN DETAIL

LEGEND

RECORDED INFORMATION	(R)
MEASURED INFORMATION	(M)
CALCULATED INFORMATION	(C)
FOUND IRON	•
SET IRON	⊗
SECTION CORNER	⊕
STORM DRAIN PIPE	---
STORM MANHOLE	⊙
STORM CATCH BASIN	⊠
STORM INLET	⊞
STORM END SECTION	▲
DRAINAGE SWALE OR DITCH	---
SANITARY SEWER PIPE	---
SANITARY SEWER MANHOLE	⊙
WATER MAIN	---
GATE VALVE & WELL	⊗
HYDRANT	⊙
UTILITY POLE	⊙
GUY ANCHOR	⊙
OVERHEAD WIRES	---
UNDERGROUND ELECTRIC	---
CONC. PAD W/TRANSFORMER	⊠
PEDESTAL-ELEC. OR TELE.	⊙
LIGHTING POLE	⊙
UNDERGROUND TELEPHONE	---
GAS MAIN	---
FENCE LINE	---
EXISTING ELEVATION	999.99
PROPOSED ELEVATION	x 999.99
CUTTER	o
TOP OF CURB	T/C
TOP OF ASPHALT	T/A
TOP OF WALK	T/W
TOP OF CONCRETE	T/CONC
TOP OF WALL	T/WALL
BOTTOM OF WALL	BTM/WALL
FINISHED FLOOR	F/F
FINISHED GRADE	F/G
AS BUILT	AS
REVERSE PAN CURB	---

"BRIGHTON SPECIALTY CENTER"

CLIENT: NOTABLE REALTY - ATT: MR. TIM ADAMS
4085 TAGGETT LAKE DR.
HIGHLAND, MI. 48357
SITE LOCATION: GENOA TWP., T.2N., R.5E.
TAX I.D. #11-13-200-012

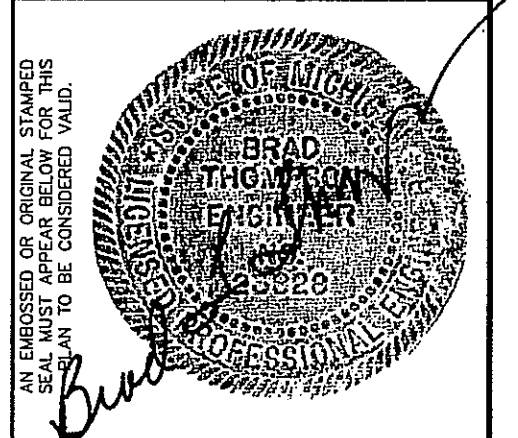
COVER SHEET

PROJECT: "BRIGHTON SPECIALTY CENTER"

SHEET	TITLE	DATE
07/09/12		
05/02/12		
2	PER TWP. REVIEW	
1	PER TWP. REVIEW	
	REVISION	
NO.		

Date: 12/30/11
Drawn By: NDT
Chkd. By: BFT
Scale: 1" = 30'
BFT Job: #11-3775
Sh. 1 of 10

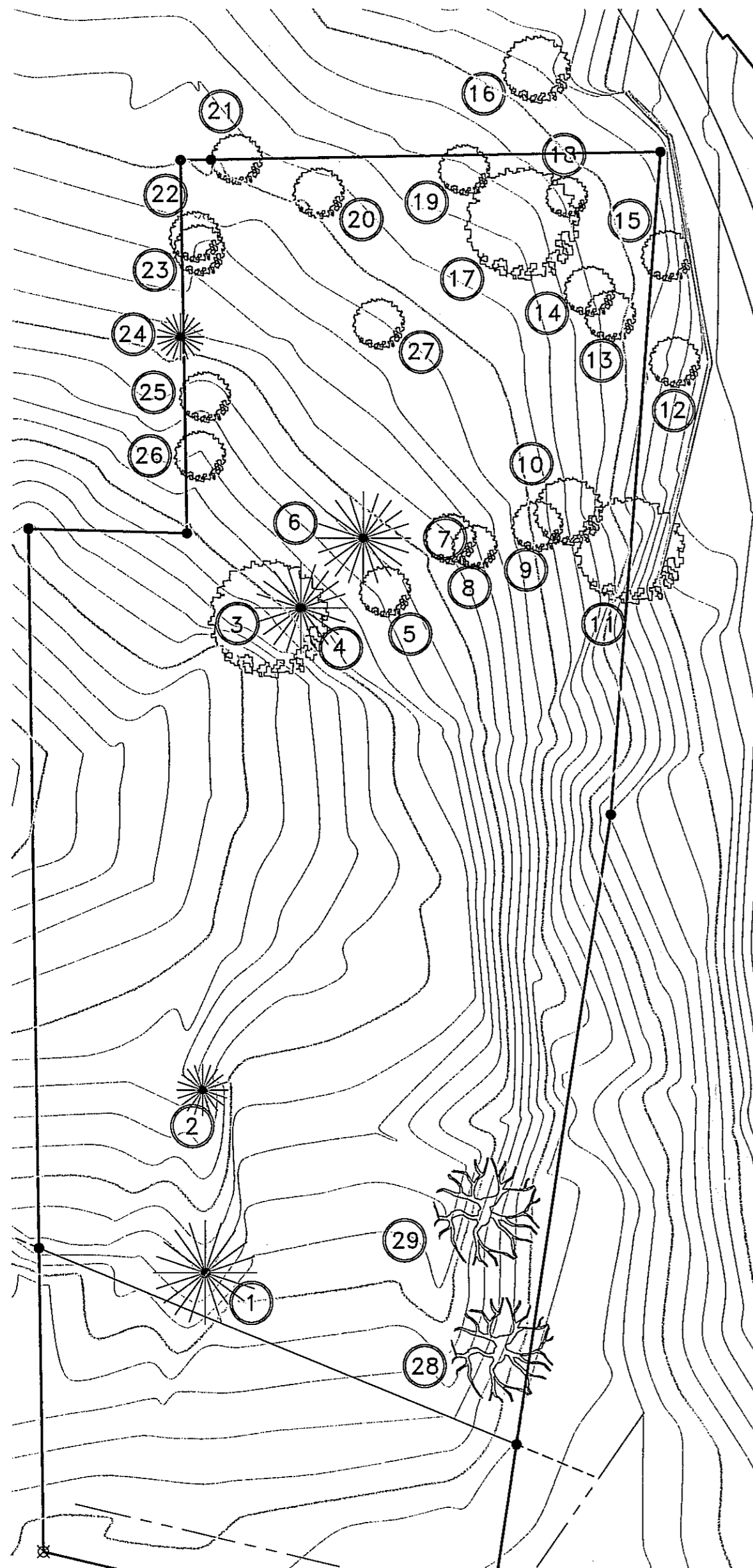
B.F. Thompson P.C.
civil engineering & land surveying
Copyright ©
VOICE 517/548-3142
FAX 517/548-0049
EMAIL bft@bftompc.com
1520 GUILLEY ROAD,
HOWELL, MI. 48843



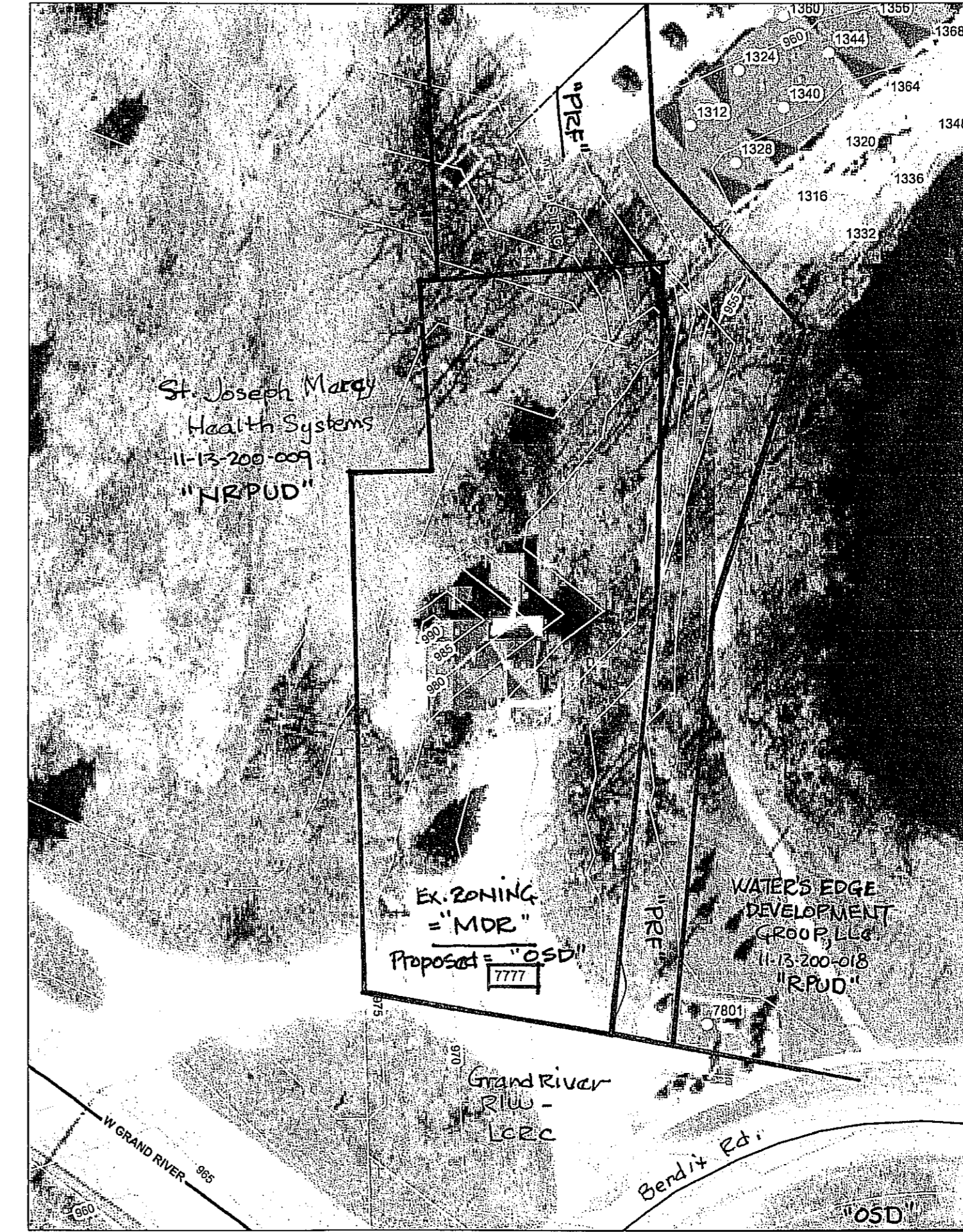
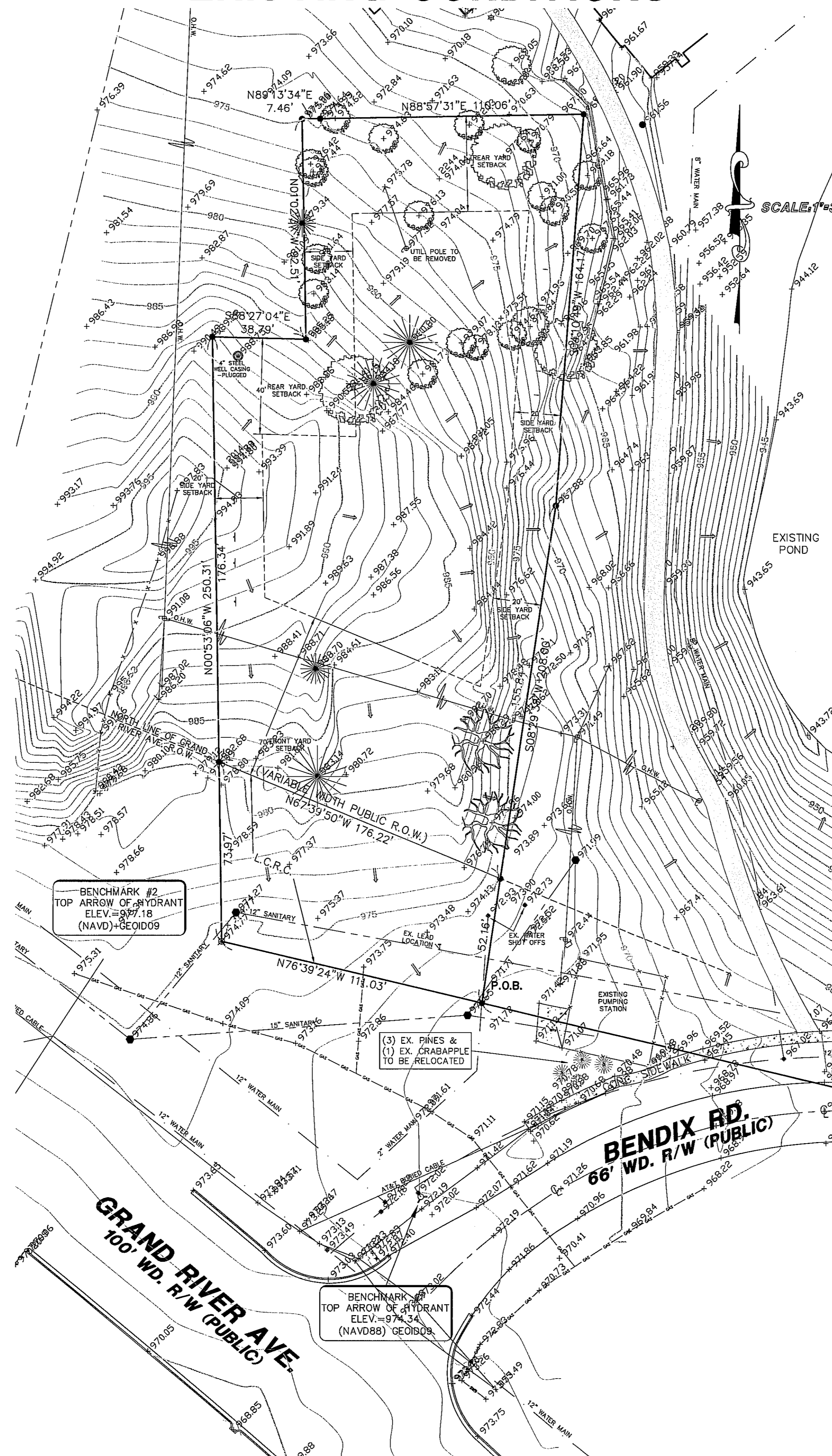
UTILITIES NOTE: Utility locations are from Municipal and various utility Company records and no guarantee, either implied or expressed, is given by this firm as to the accuracy of said location. The contractor shall request appropriate utility will take place, 72 hours before each work starts, and shall not start construction until such stakes have been placed. The Contractor shall protect, or relocate, at their expense, all utilities and stakes that might be disturbed, relocated, or damaged. It is the responsibility of the contractor to locate various utility owners in accordance with Michigan P.A. No. 53 of 1974.

3 WORKING DAYS BEFORE YOU DIG
CALL MISS DIG (TOLL FREE) 1-800-482-7171

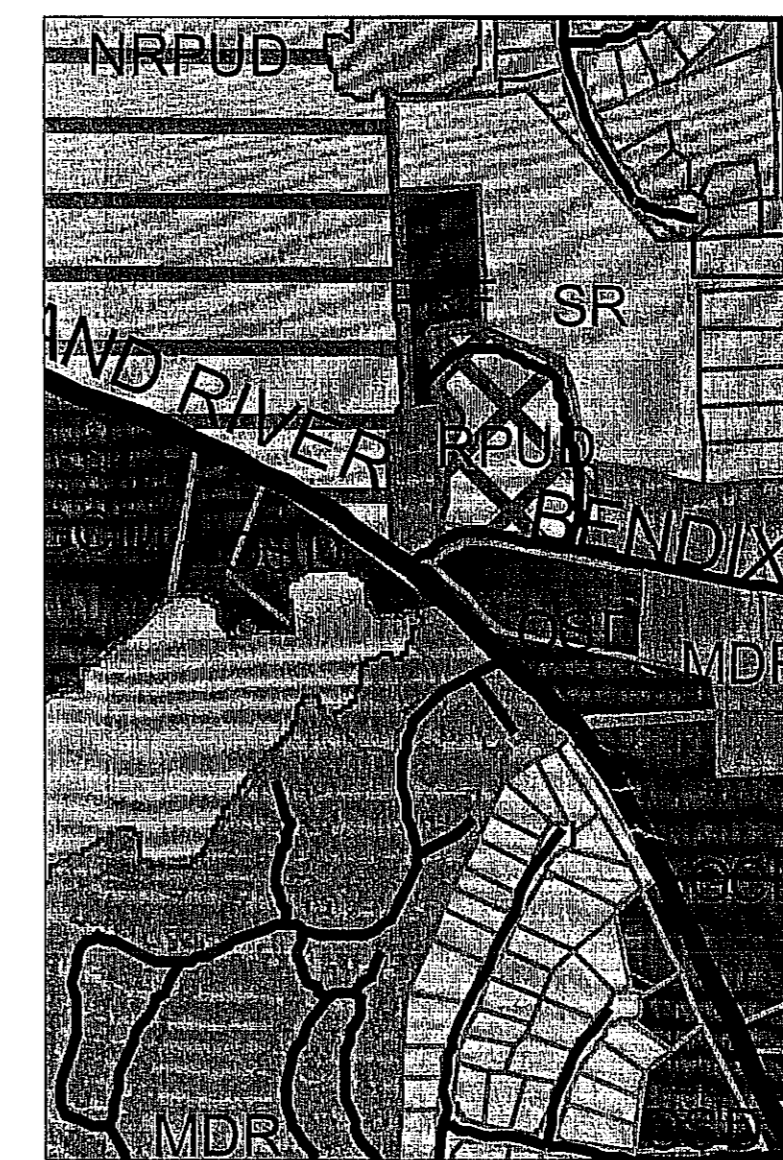
"BRIGHTON SPECIALTY CENTER" EXISTING CONDITIONS



EXISTING TREES
SCALE: 1"=30'



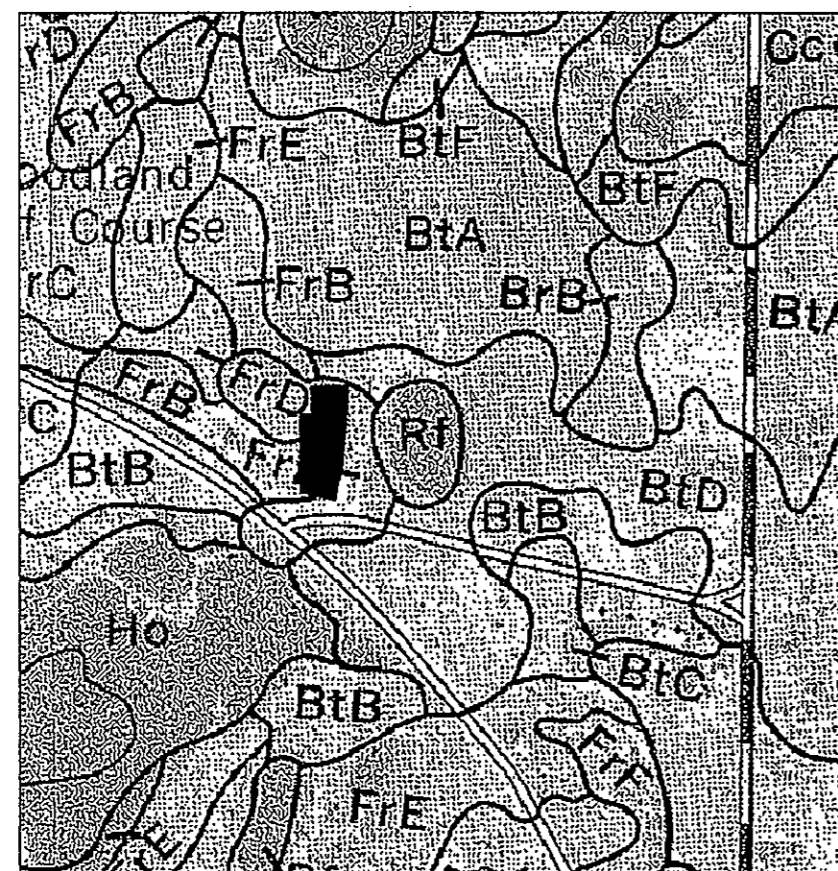
AERIAL PHOTO
NO SCALE



ZONING MAP
NO SCALE

TREE NUMBER	SPECIES	CALIPER/HEIGHT	CONDITION
1	BLUE SPRUCE	3"	GOOD
2	RED PINE	13"	POOR/TOPPED
3	RED OAK	22" DIA.	POOR
4	SCOTCH PINE	40"	POOR
5	RED OAK	17" DIA.	AVERAGE
6	JACK PINE	17"	POOR/TOPPED
7	RED OAK	12" DIA.	AVERAGE
8	HICKORY	11" DIA.	AVERAGE
9	WALNUT	15" DIA.	POOR
10	RED OAK	19" DIA.	POOR
11	RED OAK	24" DIA.	POOR
12	WALNUT	17" DIA.	POOR
13	RED OAK	17" DIA.	POOR
14	WILD CHERRY	15" DIA.	POOR
15	RED OAK	18" DIA.	POOR
16	WILD CHERRY	24" DIA.	POOR
17	RED OAK	28" DIA.	POOR
18	HICKORY	8" DIA.	POOR
19	LOCUST	8" DIA.	POOR
20	RED OAK	19" DIA.	POOR
21	WILD CHERRY	19" DIA.	POOR
22	RED OAK	7" DIA.	POOR
23	RED OAK	38" DIA.	POOR
24	JACK PINE	20"	AVERAGE
25	DOUBLE RED OAK	45" DIA.	POOR
26	RED OAK	17" DIA.	POOR
27	HICKORY	9" DIA.	GOOD
28	CHINESE ELM	27" DIA.	POOR
29	CHINESE ELM	30" DIA.	POOR

EXISTING TREE SCHEDULE



SOIL TYPES: FrB/FrE
NO SCALE

SOILS FROM USDA SOILS SURVEY OF LIVINGSTON COUNTY, MICHIGAN IS FrB & FrE WHICH ARE "FOX" TYPE SOILS GENERALLY CONSISTING OF:
0"-13" SANDY LOAM OVER
13"-36" SANDY CLAY LOAM & GRAVELLY LOAM OVER
36"-60" GRAVELLY SAND

LEGEND

RECORDED INFORMATION (R)	(R)
MEASURED INFORMATION (M)	(M)
CALCULATED INFORMATION (C)	(C)
FOUND IRON	•
SET IRON	•
SECTION CORNER	⊕
STORM DRAIN PIPE	---
STORM MANHOLE	⊙
STORM CATCH BASIN	⊙
STORM INLET	⊙
STORM END SECTION	▲
DRAINAGE SWALE OR DITCH	---
SANITARY SEWER PIPE	---
SANITARY SEWER MANHOLE	⊙
WATER MAIN	---
GATE VALVE & WELL	⊙
HYDRANT	⊙
UTILITY POLE	⊙
GUY ANCHOR	⊙
OVERHEAD WIRES	---
UNDERGROUND ELECTRIC	---
CONC. PAD W/ TRANSFORMER	⊙
PEDESTAL-ELEC. OR TELE.	⊙
LIGHTING POLE	⊙
UNDERGROUND TELEPHONE	---
GAS MAIN	---
FENCE LINE	---
EXISTING ELEVATION	999.99
PROPOSED ELEVATION	X(999.99)
GUTTER	G
TOP OF CURB	T/C
TOP OF ASPHALT	T/A
TOP OF WALK	T/W
TOP OF CONCRETE	T/CONC
TOP OF WALL	T/WALL
BOTTOM OF WALL	B/W/WALL
FINISHED FLOOR	F.F.
FINISHED GRADE	F/G
AS BUILT	AB
REVERSE PAN CURB	---

"BRIGHTON SPECIALTY CENTER"

CLIENT: NOTABLE REALTY - ATT: MR. TIM ADAMS
4085 TARGET LAKE DR.
ANN ARBOR, MI 48106-1305
SITE LOCATION: GENOA TWP., LIVINGSTON CO.
TAX ID. #11-13-200-012

PROJECT

SITE INFO.

SHEET

NO. 11

DATE

05/02/12

REVISION

NO. 1

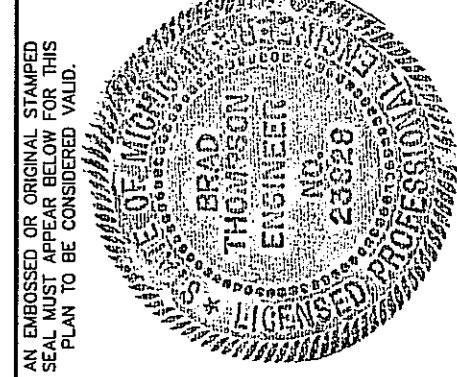
Date: 12/30/11
Drawn By: NDT
Chkd. By: BFT

Scale: 1"=30'

BFT Job: #11-3775
Sh. 2 of 10

B.F. Thompson P.C.
civil engineering & land surveying

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EMAIL bftompsonpc@comcast.net
1520 GULLEY ROAD,
HOWELL, MI. 48843

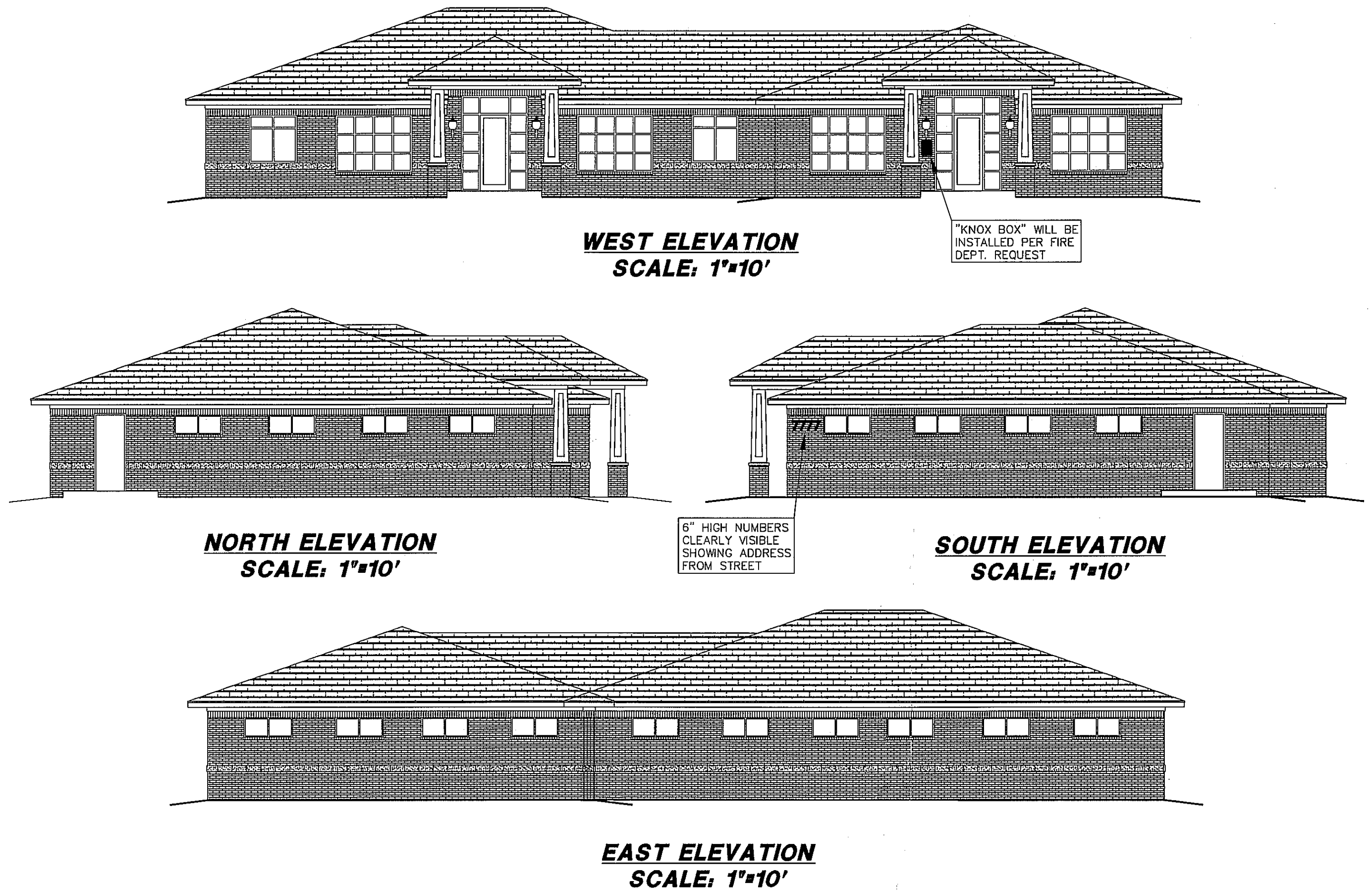
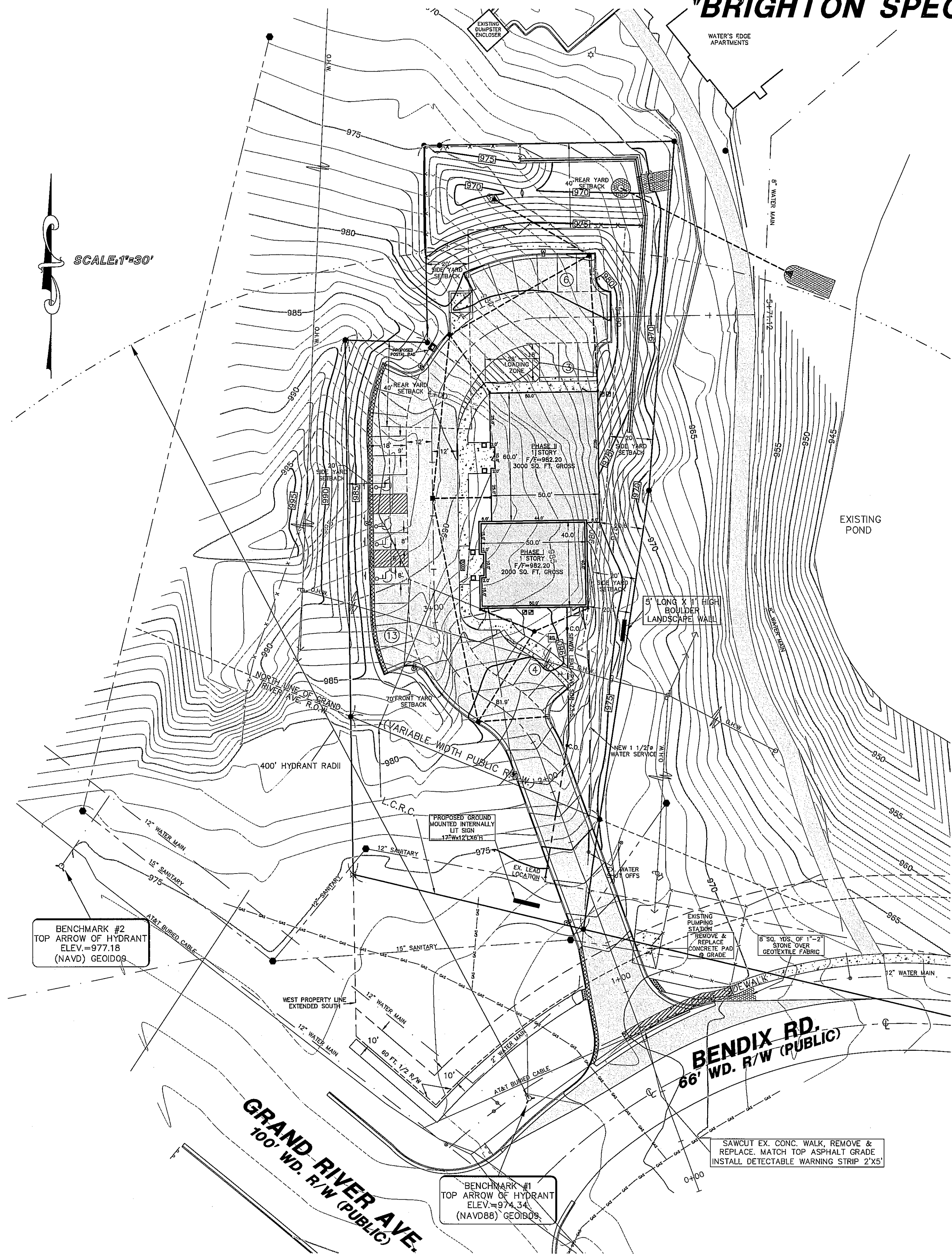


3 WORKING DAYS
BEFORE YOU DIG
CALL MISS DIG
1-800-482-7171
(TOLL FREE)

FOR THE LOCATION OF UNDERGROUND FACILITIES

UTILITIES NOTE: Utility locations are from Municipal and various utility company records and no guarantee, either implied or expressed, is given by this utility owners to stake the location of the utility in any area where construction will take place, 72 hours before such work starts, and shall not start unless the contractor has received, at contractor's expense, all utilities and stakes that might be disturbed by construction. It is the contractor's responsibility to notify the various utility owners in accordance with Michigan P.A. No. 53 of 1974.

PROPOSED SITE PLAN FOR "BRIGHTON SPECIALTY CENTER"



- GENERAL PROJECT AND SITE NOTES:**
- This property is proposed to be used as a medical specialty center.
 - Total proposed building gross sq. footage = 5,000 sq. ft. = 0.115 ac.
 Impervious area including building = 21,072 sq. ft. = 0.484 ac.
 The net area of the site (net of right of way) = 37,674 sq. ft. = 0.865 ac.
 The gross area of the site = lot area = 44,867 sq. ft. = 1.030 ac.
 Building coverage = 5,000 / 44,867 = 11.1% < 35%
 Building and impervious area / lot area = 21,072 / 44,867 = 46.9% < 60%
 - Parking Calculations**
 Required: 1 space / 200 gross sq. ft. = 5,000 s.f. / 200 s.f./space = 25 spaces.
 Provided: 26 spaces, including 4 handicap (ADA) spaces opposite the building entrance.
 - The site will use the existing sanitary sewer lead location left for the previous building and install a new 6" dia. PVC SDR 23.5 lead to the new building location.
 - The site will also use the existing water lead and shutoff box installed for the previous building and install a new 1-1/2" dia. "K" copper water lead to the new building location.
 - The site will have electrical supply come down the existing on-site pole and then underground to the building. We have shown a ground transformer location if a pole mounted transformer is not available.
 - Gas will be supplied underground from existing underground gas mains.
 - Storm drainage will be collected from the building roof in gutters that will run to underground collectors that will then proceed to the on site storm water collection system. The entire collection system will utilize an on site detention basin designed to current LCDC standards for a 100 year storm. The storm water outlet will be restricted to 0.20 cfs / acre and the outlet will flow to the existing pond to the east.
 - The L.C.R.C. will provide us with a license to place the proposed sign, as shown, in their Grand River right of way.

LEGEND

RECORDED INFORMATION	(R)
MEASURED INFORMATION	(M)
CALCULATED INFORMATION	(C)
FOUND IRON	•
SET IRON	⊙
SECTION CORNER	⊕
STORM DRAIN PIPE	— — — — —
STORM MANHOLE	⊙
STORM CATCH BASIN	⊞
STORM INLET	⊞
STORM END SECTION	⊞
DRAINAGE SWALE OR DITCH	- - - - -
SANITARY SEWER PIPE	— — — — —
SANITARY SEWER MANHOLE	⊙
WATER MAIN	— — — — —
GATE VALVE & WELL	⊙
HYDRANT	⊙
UTILITY POLE	⊙
GUY ANCHOR	⊙
OVERHEAD WIRES	— — — — —
UNDERGROUND ELECTRIC	— — — — —
CONC. PAD W/TRANSFORMER	⊞
PEDESTAL-ELEC. OR TELE.	⊞
LIGHTING POLE	⊞
UNDERGROUND TELEPHONE	— — — — —
GAS MAIN	— — — — —
FENCE LINE	— — — — —
EXISTING ELEVATION	999.99
PROPOSED ELEVATION	X999.99
GUTTER	G
TOP OF CURB	T/C
TOP OF ASPHALT	T/A
TOP OF WALK	T/W
TOP OF CONCRETE	T/CONC
TOP OF WALL	T/WALL
BOTTOM OF WALL	BTM/WALL
FINISHED FLOOR	F/F
FINISHED GRADE	F/G
AS BUILT	AB
REVERSE PAN CURB	⊞

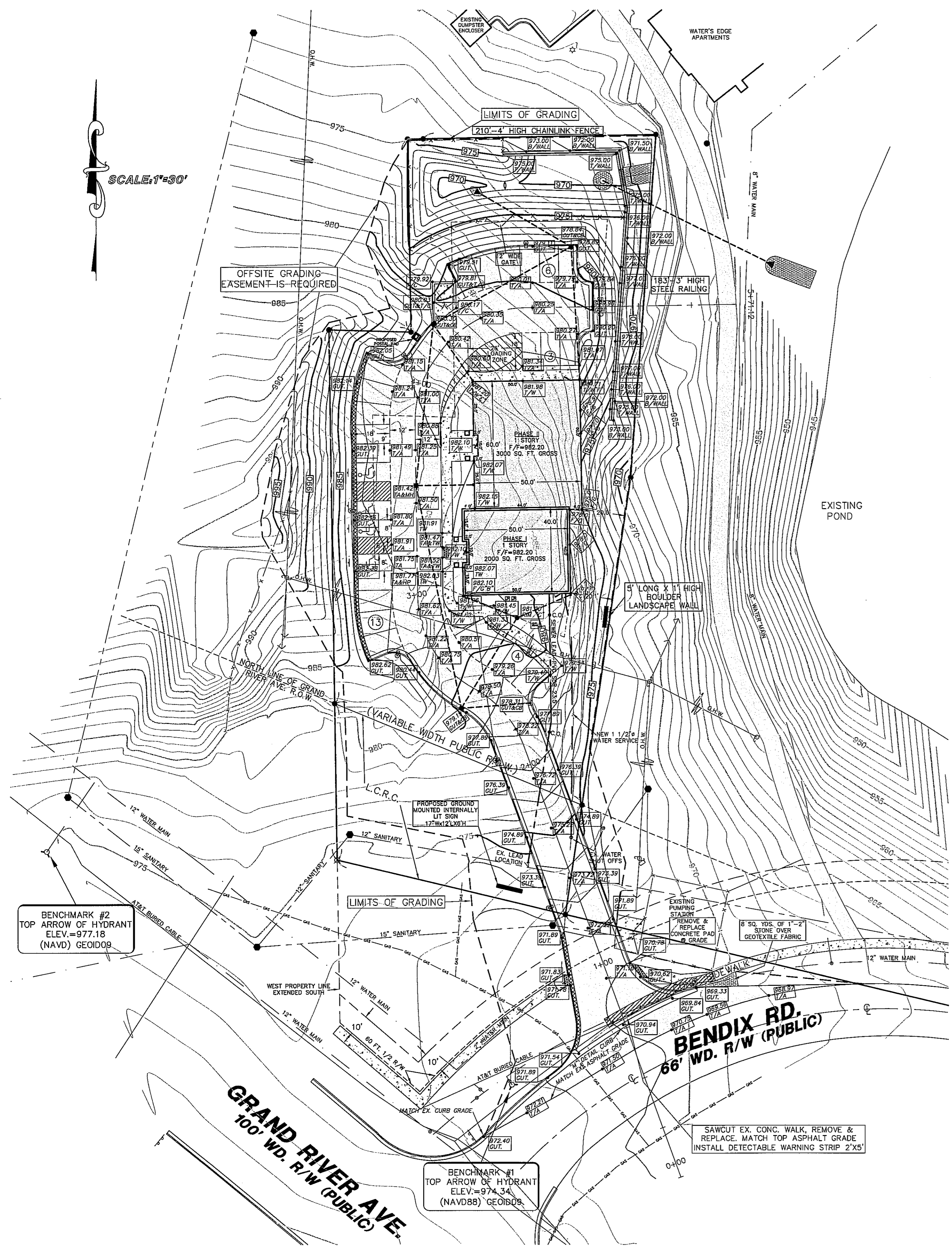
B.F. Thompson P.C.
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 EMAIL bftompsonpc@comcast.net
 1520 GULLEY ROAD,
 HOWELL MI, 48843

3 WORKING DAYS BEFORE YOU DIG CALL MISS DIG (TOLL FREE) 1-800-482-7171

FOR THE LOCATION OF UNDERGROUND FACILITIES
 Utility locations are from Municipal and various Utility Company records and no guarantee, either implied or expressed, is given by this firm as to the accuracy of said locations. The contractor shall request appropriate utility maps to be provided to the contractor prior to the start of construction. The contractor shall protect, relocate, or disturb by construction, it is the contractor's responsibility to notify the various utility owners in accordance with Michigan P.A. No. 53 of 1974.

"BRIGHTON SPECIALTY CENTER"	
PROJECT	CLIENT: NOTABLE REALTY - ATT: MR. TIM ADAMS 4085 TAGGETT LAKE DR. HIGHLAND, MI. 48357 SITE LOCATION: SEC. 13, T2N, R.5E TAX ID: #11-13-200-012
SHEET	DATE
TITLE	DATE
NO.	DATE
1 PER TWP. REVIEW	REVISION
NO.	DATE
Date: 12/30/11	
Drawn By: NDT	
Chkd. By: BFT	
Scale: 1" = 30'	
BFT Job: #11-3775	
Sh. 3 of 10	

PROPOSED GRADING PLAN FOR "BRIGHTON SPECIALTY CENTER"



SCALE: 1"=30'

N-12 HP STORM TRENCH INSTALLATION DETAIL

TABLE 1. RECOMMENDED MINIMUM TRENCH WIDTHS

PIPE DIA.	MIN TRENCH WIDTH
12" (300mm)	30" (760mm)
15" (375mm)	34" (860mm)
18" (450mm)	38" (960mm)
24" (600mm)	48" (1200mm)
30" (750mm)	58" (1420mm)
36" (900mm)	64" (1620mm)
48" (1200mm)	80" (2030mm)
60" (1500mm)	96" (2440mm)

TABLE 2. MINIMUM RECOMMENDED COVER BASED ON SURFACE LIVE LOADING CONDITION

PIPE DIA.	SURFACE LIVE LOADING CONDITION	
	H-20	HEAVY CONSTRUCTION (20' AXLE LOAD)
12" - 48" (300mm - 1200mm)	12" (300mm)	48" (1200mm)
60" (1500mm)	24" (600mm)	60" (1500mm)

TABLE 3. MAXIMUM COVER FOR ADS N-12 HP PIPE

PIPE DIA.	CLASS I				CLASS II				CLASS III				CLASS IV			
	95%	80%	65%	50%	95%	80%	65%	50%	95%	80%	65%	50%	95%	80%	65%	50%
12" (300mm)	28	21	16	11	21	17	13	9	14	11	8	6	4	3	2	1
15" (375mm)	40	32	24	17	29	22	17	12	17	13	10	7	5	4	3	2
18" (450mm)	42	34	26	19	31	24	18	13	19	14	11	8	6	4	3	2
24" (600mm)	37	30	22	15	26	20	15	10	16	12	9	6	4	3	2	1
30" (750mm)	32	26	19	13	22	17	13	9	14	11	8	5	3	2	1	0
36" (900mm)	30	24	18	12	20	15	11	8	13	10	7	5	3	2	1	0
48" (1200mm)	22	18	14	10	15	12	9	6	11	8	6	4	3	2	1	0
60" (1500mm)	30	24	18	12	22	17	13	9	14	11	8	5	3	2	1	0

NOTES:

- ALL PIPE SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH ASTM D2321, "STANDARD PRACTICE FOR UNDERGROUND INSTALLATION OF THERMOPLASTIC PIPE FOR SEWERS AND OTHER GRAVITY FLOW APPLICATIONS". LATEST EDITION, WITH THE EXCEPTION THAT THE INITIAL BACKFILL MAY EXTEND TO THE CROWN OF THE PIPE. SOIL CLASSIFICATIONS ARE PER THE LATEST VERSION OF ASTM D2321, CLASS IV MATERIALS (M, CH) AS DEFINED IN PREVIOUS VERSIONS OF ASTM D2321 ARE NOT APPROPRIATE BACKFILL MATERIALS.
- MEASURES SHOULD BE TAKEN TO PREVENT MIGRATION OF NATIVE FINES INTO BACKFILL MATERIAL, WHEN REQUIRED.
- FOUNDATION: WHERE THE TRENCH BOTTOM IS UNSTABLE, THE CONTRACTOR SHALL EXCAVATE TO A DEPTH REQUIRED BY THE ENGINEER AND REPLACE WITH SUITABLE MATERIAL AS SPECIFIED BY THE ENGINEER. AS AN ALTERNATIVE AND AT THE DISCRETION OF THE DESIGN ENGINEER, THE TRENCH BOTTOM MAY BE STABILIZED USING A GEOTEXTILE MATERIAL.
- BEDDING: SUITABLE MATERIAL SHALL BE CLASS II, III, OR IV. THE CONTRACTOR SHALL PROVIDE DOCUMENTATION FOR MATERIAL SPECIFICATION TO ENGINEER. COMPACTION SHALL BE SPECIFIED BY THE ENGINEER IN ACCORDANCE WITH TABLE 3 FOR THE APPLICABLE FILL HEIGHTS LISTED. UNLESS OTHERWISE NOTED BY THE ENGINEER, MINIMUM BEDDING THICKNESS SHALL BE 4" (100mm) FOR 12"-24" (300mm-600mm) DIAMETER PIPE; 6" (150mm) FOR 30"-50" (750mm-900mm) DIAMETER PIPE. THE MIDDLE 1/3 BENEATH THE PIPE INVERT SHALL BE LOOSELY PLACED. PLEASE NOTE, CLASS IV MATERIAL HAS LIMITED APPLICATION AND CAN BE DIFFICULT TO PLACE AND COMPACT. USE ONLY WITH THE APPROVAL OF A SOIL EXPERT.
- INITIAL BACKFILL: SUITABLE MATERIAL SHALL BE CLASS II, III, OR IV IN THE PIPE ZONE EXTENDING TO THE CROWN OF THE PIPE. THE CONTRACTOR SHALL PROVIDE DOCUMENTATION TO ENGINEER. SPECIFICATION TO ENGINEER. MATERIAL SHALL BE INSTALLED AS REQUIRED IN ASTM D2321, LATEST EDITION. COMPACTION SHALL BE SPECIFIED BY THE ENGINEER IN ACCORDANCE WITH TABLE 3 FOR THE APPLICABLE FILL HEIGHTS LISTED. PLEASE NOTE, CLASS IV MATERIAL HAS LIMITED APPLICATION AND CAN BE DIFFICULT TO PLACE AND COMPACT. USE ONLY WITH THE APPROVAL OF A SOIL EXPERT.
- MINIMUM COVER: MINIMUM COVER, H, IN NON-TRAFFIC APPLICATIONS (GRASS OR LANDSCAPE AREAS) IS 12" (300mm) FROM THE TOP OF PIPE TO GROUND SURFACE. ADDITIONAL COVER MAY BE REQUIRED TO PREVENT FLOTATION. FOR TRAFFIC APPLICATIONS: CLASS I OR MATERIAL COMPACTED TO 90% SPD AND CLASS II COMPACTED TO 90% SPD IS REQUIRED. FOR TRAFFIC APPLICATIONS: MINIMUM COVER, H, IS 12" (300mm) UP TO 48" (1200mm) DIAMETER PIPE AND 24" (600mm) OF COVER FOR 60" (1500mm) DIAMETER PIPE. MEASURED FROM TOP OF PIPE TO BOTTOM OF FLEXIBLE PAVEMENT OR TO TOP OF RIGID PAVEMENT. CLASS IV MATERIALS ARE NOT RECOMMENDED BACKFILL. FOR TRAFFIC APPLICATION WITH LESS THAN 72" (1800mm) OF COVER MEASURED FROM TOP OF PIPE TO TOP OF SURFACE.

ADVANCED DRAINAGE SYSTEMS, INC. (ADS) HAS PREPARED THIS DETAIL BASED ON INFORMATION PROVIDED TO ADS. THIS DRAWING IS INTENDED TO BE USED AS A GENERAL REFERENCE ONLY. ADS DOES NOT PROVIDE ANY ENGINEERING OR DESIGN SERVICES FOR THIS PROJECT. THE CONTRACTOR SHALL VERIFY THE INFORMATION PROVIDED AND THE INFORMATION SHALL BE PROVIDED TO THE CONTRACTOR FOR THE PROJECT. THE DESIGN ENGINEER SHALL VERIFY THESE DETAILS PRIOR TO CONSTRUCTION. IT IS THE DESIGN ENGINEER'S RESPONSIBILITY TO ENSURE THE DETAILS PROVIDED HEREIN MEET OR EXCEED THE APPLICABLE NATIONAL, STATE, OR LOCAL REQUIREMENTS AND TO ENSURE THAT THE DETAILS PROVIDED HEREIN ARE ACCEPTABLE FOR THIS PROJECT.

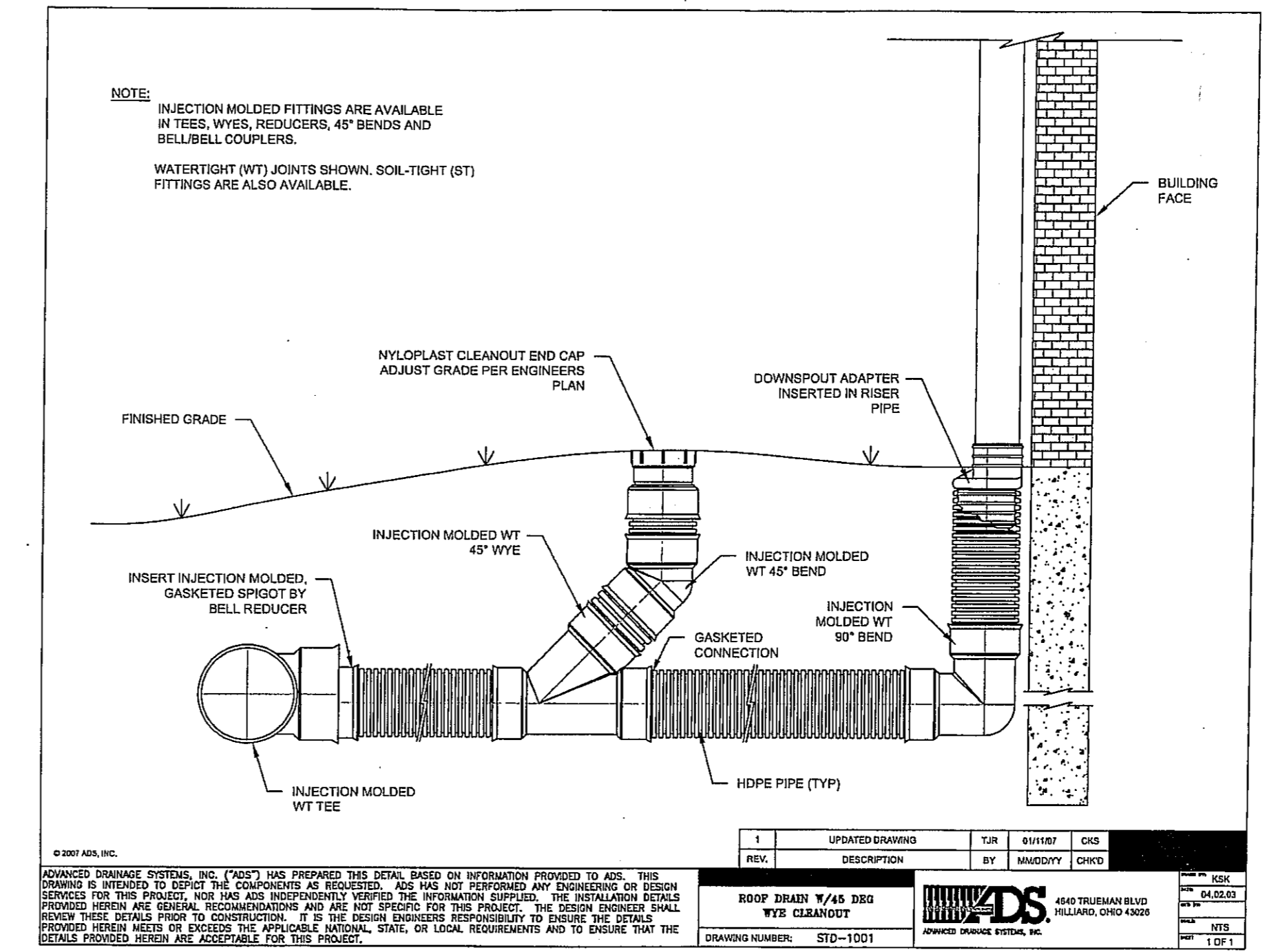
REVISIONS:

REV.	DESCRIPTION	BY	DATE
1	UPDATED DRAWING	TJR	05/27/12
2	BY MAUDOVY CHD	MAUDOVY	05/28/12

TYPICAL STORM TRENCH DETAIL
N-12 BISEL PERFORMANCE (BIP)

ADS 4400 TRULAND BLVD
MILLAND, OHIO 43081

DRAWING NUMBER: STD-100



LEGEND

RECORDED INFORMATION	(R)
MEASURED INFORMATION	(M)
CALCULATED INFORMATION	(C)
FOUND IRON	○
SET IRON	●
SECTION CORNER	⊕
STORM DRAIN PIPE	— — — — —
STORM MANHOLE	○
STORM CATCH BASIN	□
STORM INLET	▲
STORM END SECTION	▲
DRAINAGE SWALE OR DITCH	— — — — —
SANITARY SEWER PIPE	— — — — —
SANITARY SEWER MANHOLE	○
WATER MAIN	— — — — —
GATE VALVE & WELL	⊗
HYDRANT	⊕
UTILITY POLE	⊕
GUY ANCHOR	⊕
OVERHEAD WIRES	— — — — —
UNDERGROUND ELECTRIC	— — — — —
CONC. PAD W/TRANSFORMER	⊗
PEDESTAL-ELEC. OR TELE.	⊕
LIGHTING POLE	⊕
UNDERGROUND TELEPHONE	— — — — —
GAS MAIN	— — — — —
FENCE LINE	— — — — —
EXISTING ELEVATION	999.99
PROPOSED ELEVATION	X 999.99
GUTTER	G
TOP OF CURB	T/C
TOP OF ASPHALT	T/A
TOP OF WALK	T/W
TOP OF CONCRETE	T/CONC
TOP OF WALL	T/WALL
BOTTOM OF WALL	BTM/WALL
FINISHED FLOOR	F/F
FINISHED GRADE	F/G
AS BUILT	AB
REVERSE FAN CURB	⊗

"BRIGHTON SPECIALTY CENTER"

CLIENT: NOTABLE REALTY - ATT: MR. TIM ADAMS
4085 TARGETT LAKE DR.
MARIETTA, OHIO 43026
SITE LOCATION: SEC. 13, TWP. 24 N, R. 5E
TAX ID. #11-13-200-012

PROJECT: "BRIGHTON SPECIALTY CENTER"

SHEET TITLE: GRADING PLAN

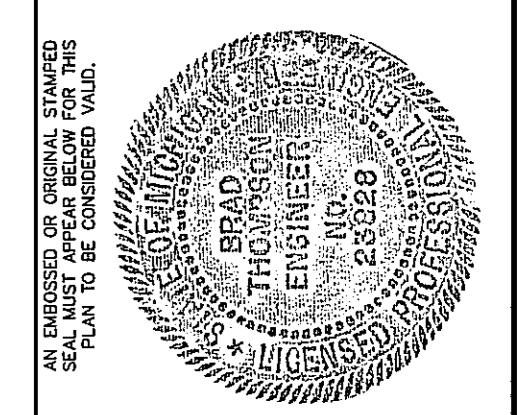
DATE: 05/02/12

1 PER. TWP. REVIEW

NO.

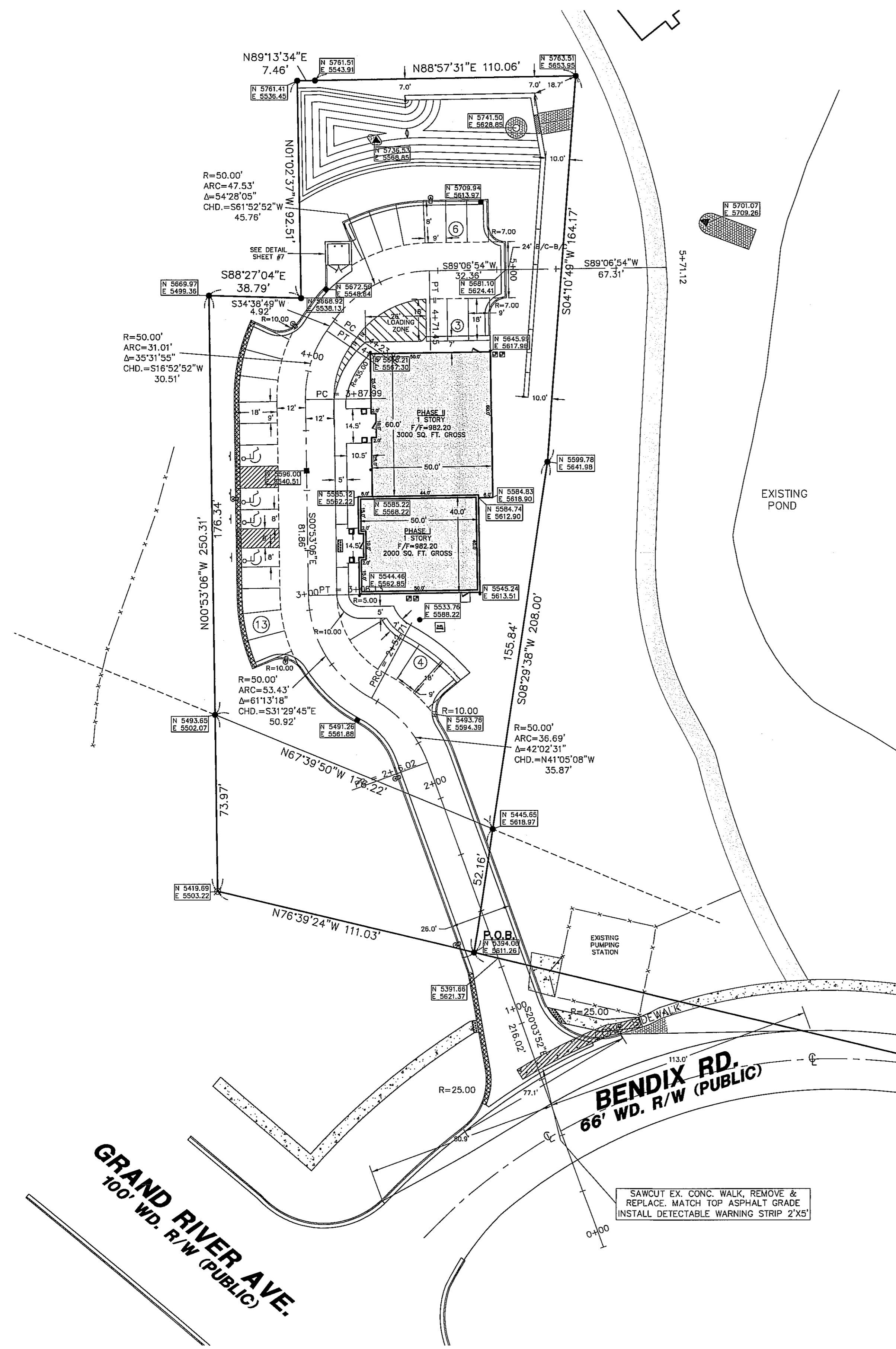
Date: 12/30/11
Drawn By: NDT
Chkd. By: BFT
Scale: 1" = 30'
BFT Job: #11-3775
Sh. 4 of 10

B.F. Thompson P.C.
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1520 GULLEY ROAD,
HOWELL, MI, 48843



UTILITIES NOTE: Utility locations are from Municipal and various utility Company records and no guarantee, either implied or expressed, is given by this utility owners to stake the location of the utility in any area where construction will take place, 72 hours before such work starts, and shall not start construction until the utility owner has been notified in writing that the contractor or has received, at contractor's expense, all utilities and stakes that might be disturbed by construction. It is the contractor's responsibility to notify the various utility owners in accordance with Michigan P.A. No. 53 of 1974.

PROPOSED CONSTRUCTION LAYOUT PLAN FOR "BRIGHTON SPECIALTY CENTER"



SAWCUT EX. CONC. WALK, REMOVE & REPLACE. MATCH TOP ASPHALT GRADE
INSTALL DETECTABLE WARNING STRIP 2'X2'

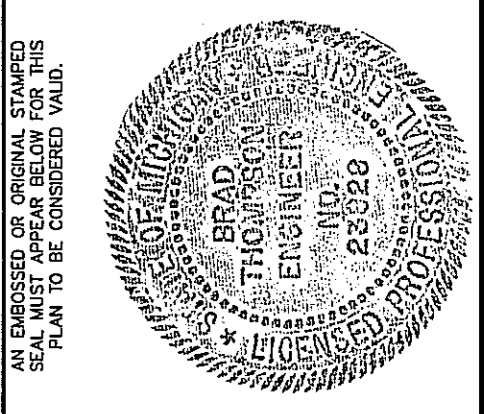
LEGEND

RECORDED INFORMATION	(R)
MEASURED INFORMATION	(M)
CALCULATED INFORMATION	(C)
FOUND IRON	•
SET IRON	⊗
SECTION CORNER	⊕
STORM DRAIN PIPE	— — — — —
STORM MANHOLE	●
STORM CATCH BASIN	■
STORM INLET	□
STORM END SECTION	▲
DRAINAGE SWALE OR DITCH	— — — — —
SANITARY SEWER PIPE	— — — — —
SANITARY SEWER MANHOLE	●
WATER MAIN	— — — — —
GATE VALVE & WELL	⊗
HYDRANT	⊕
UTILITY POLE	⊕
GUY ANCHOR	⊕
OVERHEAD WIRES	— — — — —
UNDERGROUND ELECTRIC	— — — — — U.E.
CONC. PAD W/TRANSFORMER	⊗
PEDESTAL-ELEC. OR TELE.	⊕
LIGHTING POLE	⊕
UNDERGROUND TELEPHONE	— — — — — U.T.
GAS MAIN	— — — — — GAS
FENCE LINE	— — — — — X
EXISTING ELEVATION	999.99
PROPOSED ELEVATION	X[999.99]
GUTTER	G
TOP OF CURB	T/C
TOP OF ASPHALT	T/A
TOP OF WALK	T/W
TOP OF CONCRETE	T/CONC
TOP OF WALL	T/WALL
BOTTOM OF WALL	B/W/WALL
FINISHED FLOOR	F.F.
FINISHED GRADE	F/G
AS BUILT	AB
REVERSE PAN CURB	⊗

GRAND RIVER AVE.
100' WD. R/W (PUBLIC)

BENDIX RD.
66' WD. R/W (PUBLIC)

B.F. Thompson P.C.
civil engineering & land surveying
VOICE 517/548-3142
FAX 517/548-0049
EMAIL bftompsonpc@comcast.net
1520 GULLEY ROAD,
HOWELL MI, 48843



3 WORKING DAYS BEFORE YOU DIG CALL MISS DIG (TOLL FREE) 1-800-482-7171

UTILITIES NOTE: Utility locations are from Municipal and various Utility Company records and no guarantee, either implied or expressed, is given by this plan that the utility locations shown are correct. The contractor shall be responsible for taking the location of the utility in any area where construction will take place, 72 hours before work starts, and shall not start construction until the utility locations have been pinned and stakes are placed. The contractor shall be responsible for notifying the utility owners of the location of the utility and stakes that might be disturbed by construction. It is the contractor's responsibility to notify the various utility owners in accordance with Michigan P.A. No. 53 of 1974.

PROJECT		SITE INFO.		SHEET TITLE	
"BRIGHTON SPECIALTY CENTER"		CLIENT: NOTABLE REALTY - ATT: MR. TIM ADAMS 4085 TAGGETT LAKE DR. HIGHLAND, MI, 48357 SITE LOCATION: GENOA TWP., LIVINGSTON CO. TAX ID. #11-13-200-012		CONSTRUCTION LAYOUT	
NO.	DATE	NO.	DATE	NO.	DATE
1	05/02/12				
Date: 12/30/11		Drawn By: NDT		Scale: 1"=30'	
		Chkd. By: BFT		BFT Job: #11-3775	
				Sh. 5 of 10	

**LIVINGSTON COUNTY SOIL EROSION CONTROL GENERAL NOTES,
TEMPORARY CONTROLS AND SEQUENCE**

1. Notify Livingston County Drain Commissioner's Office 24 hours prior to start of grade work. Phone: (517) 546-0040.
2. In accordance with Public Act No. 53, of 1974 the permit holder shall call Miss Dig for staking and locating of utilities, at least 72 hours in advance of the start of any work.

PERMITTING STANDARDS

3. The detention pond shall be excavated, topsoiled, mulched and tacked prior to the start of massive earth disruption.
4. M.D.O.T. 36" specification type silt fabric as shown on plans shall be placed and maintained along perimeter on all low lying areas of the construction site to filter runoff before leaving the project site.
5. All temporary erosion control devices as noted on plans shall be installed prior to the start of massive earth distribution.
6. Stone diaphragms shall typically be installed at all ingress/egress areas of the site prior to the start of massive earth disruption. Diaphragms shall be of crushed stone and have a minimal length of 75 lineal feet.

DETENTION POND

7. The detention pond outlet shall be a standpipe and stone filter system, with trash screen. Outlet flow shall not exceed 0.20 cubic feet of water per second/per acre. Pond dikes shall have minimum of one (1) foot of freeboard. An emergency spillway shall be constructed within the freeboard level, 0.50 foot below the freeboard level.
8. The emergency spillway from the detention pond shall be sodded and pegged, or rip rapped, 15 feet past the toe of the slope of the berm.
9. Dikes and berms shall be free of all organic matter.
10. The detention pond shall have a minimum 3 feet horizontal to 1 foot vertical side slopes provided and must be fenced with a min. 4 ft. high chain link fence and 12 ft. wide gate for maintenance access.
11. All unimproved disturbed areas shall be stripped of topsoil which will be stored onsite during the excavating stage. Topsoil piles shall be seeded and mulched, or matted with straw in the non-growing season, immediately after the stripping process is completed, to prevent wind and water erosion.
12. Soil erosion controls shall be monitored daily by the on-site engineer, or contractor, whichever case applies.

SLOPES AND DITCHES

13. Slopes in excess of 3 horizontal to 1 vertical shall not be used except with a mechanical device such as a retaining wall terracing, or other prior approved device.

STORM DRAINS

14. All storm water structures, catch basins and/or manholes, if block, shall be plastered on both inside and outside of the structures. Grouting and pointing will be necessary at the casting and structure joint to prevent leakage and the resulting soil movement, around the structure.
15. Storm water inlets shall have as a temporary control a straw bale barrier and stone filter installed around the inlet during construction. As an alternative to the straw bale barrier, a burlap and pea stone filter may be used. Three layers of burlap fiber and a filter of pea stone minimum 1 foot in depth can be used. Due to the porosity of the burlap filter the minimum 1 foot of stone is very important. A preferred alternative is the installation of a "Silt Sack", or approved equal device, capable of capturing the silt while passing the storm water. The chosen control device shall be installed as soon as the structure is built and inspected daily.
16. Burlap and pea stone filters will need to be changed after each rainfall.
17. Storm water system outlets also denote rip rap. All storm water system outlets shall be rip rapped over keyed filter fabric with a minimum of 15 sq. yards of 6" or larger cobble stone.
18. Rip rap as noted on the plan shall be of a funnel shape construction, width shall increase as distance from the outlet point increases at a 3:1 ratio.
19. Rip rap shall be of cobble stone, 6" in diameter or larger. Grouting may be necessary, and shall be a minimum of 6" in depth with the cobble stone set in a cement slurry.
20. Storm water outlet is in need of a splash block which is not noted on plan. Install splash block if slope of the pipe is 4% or greater.
21. It will be necessary for the developer to have the storm drainage lines cleaned prior to final inspection by the Livingston County Drain Commissioner's office. If required, this work shall be done by a professional sewer cleaning firm and certified in writing by the project engineer. All sumps and temporary silt traps shall also be cleaned at this time.

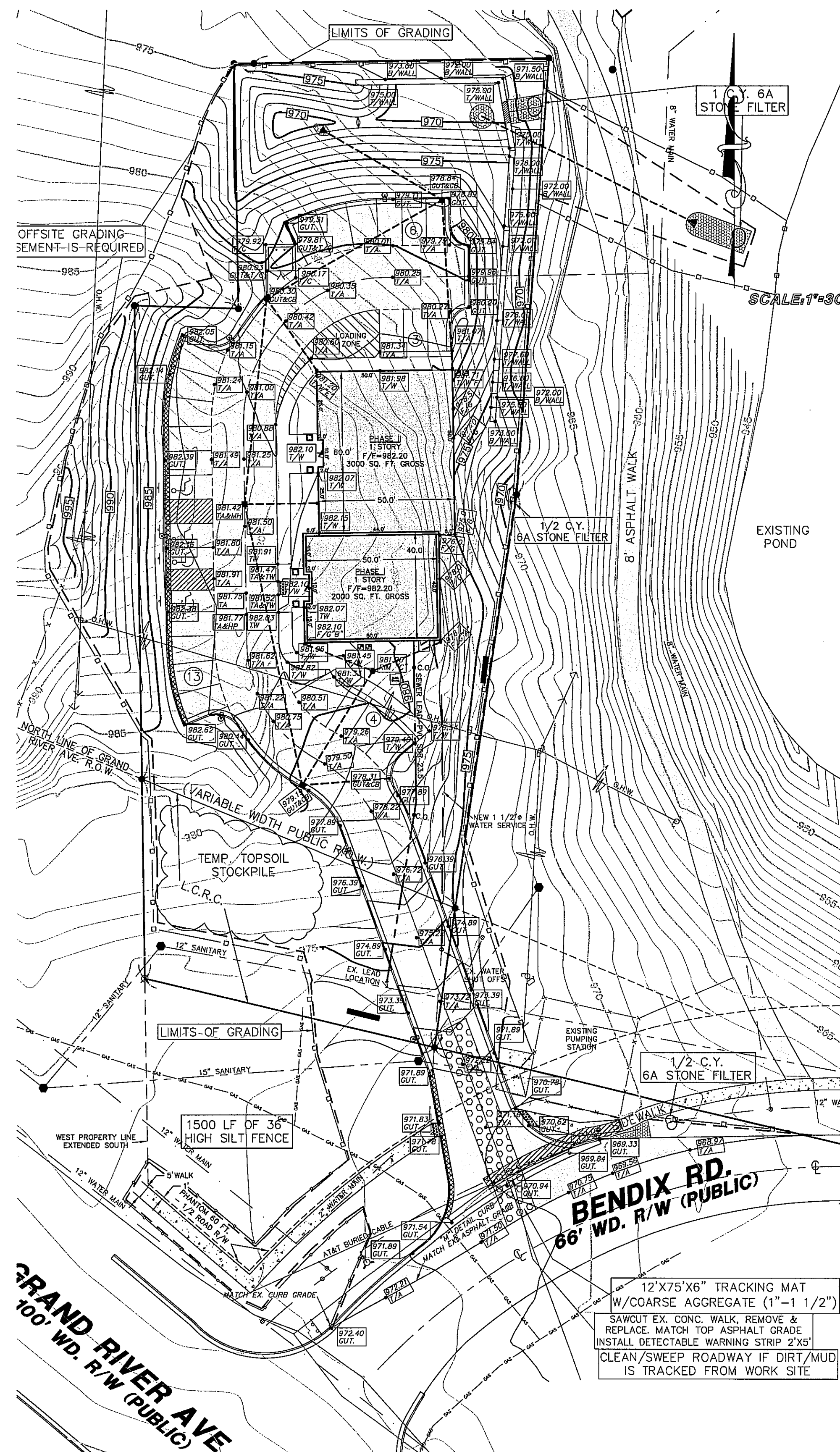
STABILIZATION

22. All unimproved disturbed areas shall be re-top soiled, with a minimum of 3" of material, seeded, mulched and tacked within 15 days of the completion of the massive earth disruption. In the non-growing season straw matting will suffice. Hydroseeding will be an acceptable alternate for mulching. Extreme care should be exercised in spring fall periods as a frost will break the bind of the hydroseeding, which will affect the effectiveness of this procedure.
23. In the non-growing season, temporary stabilization of massively exposed areas for winter stabilization shall be done with straw matting & tackifier.
24. Permit fees during the winter period of non-construction, (December 1 through March 31), shall not be imposed if the permit holder temporarily stabilizes the exposed areas with straw matting, and other approved controls, and obtains a winter stabilization certificate from the LCDC.
25. Periodic inspections by the LCDC will be made throughout the course of the project. It will be the responsibility of the managers of the project to contact the LCDC office for the final inspection at the end of the project.
26. A Commercial Permit is valid for the mass earth movement, the installation of roads, drains, and utilities.
27. The issuing building department shall not issue the Certificate of Occupancy until the final inspection letter from the Livingston County Drain Commissioner's Office has been obtained.

GENERAL MAINTENANCE SCHEDULE FOR SOIL EROSION CONTROLS

1. Silt fence shall be inspected weekly and after each major storm event. Maintenance shall include removal of accumulated silt and replacement of torn sections. Silt fence shall be removed when all contributing areas have been stabilized.
2. Tracking pad shall be inspected monthly for accumulated dirt. Tracking pad shall be replaced when stones are choked with dirt. Tracking pad shall be removed immediately prior to the first course of asphalt being laid.
3. The Detention Pond shall be inspected quarterly on a permanent basis. Maintenance shall include sediment removal, embankment stabilization and maintaining the outlet structure, if any, in good condition. No trees shall be allowed to grow on the embankment.
4. Catch basins shall be inspected annually for accumulation of sediment. All sediment must be removed and disposed of properly when the sump is full.
5. Grassed areas shall be stabilized no later than 15 days after grade work, pursuant to rule 1709 (5).

SOIL EROSION CONTROL PLAN & NOTES FOR "BRIGHTON SPECIALTY CENTER"

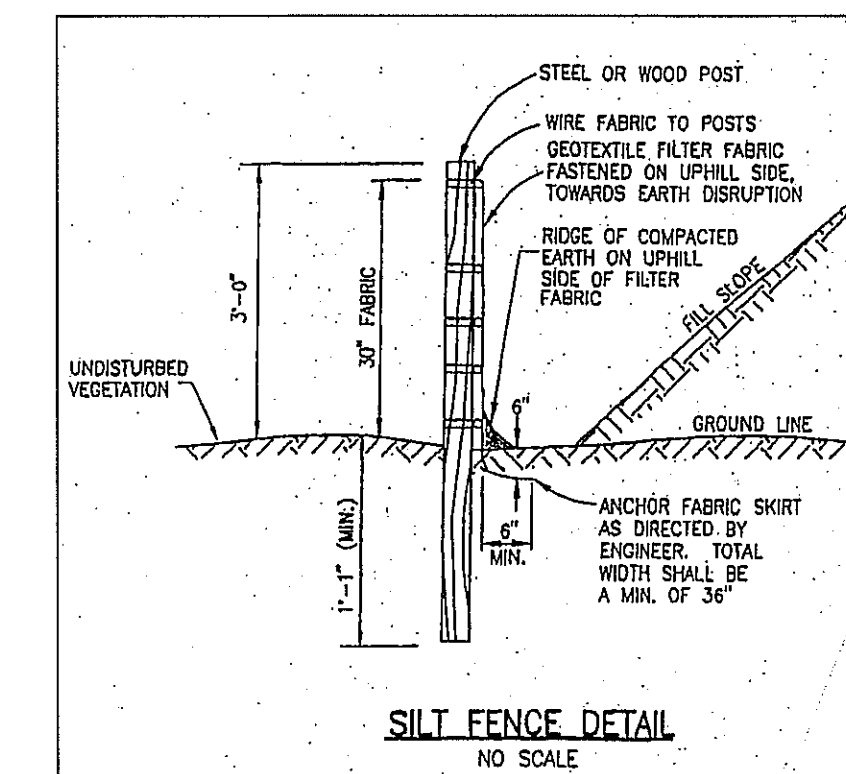


**SOIL EROSION CONTROL - CONSTRUCTION SEQUENCE
SCHEDULE**

Proposed Start of Construction Date: July 1, 2012.

- 1) Install the 36" high silt fence and 6A stone filters as shown on the plan and the 12' x 75' x 6" stone tracking mat the entrance.
 - 2) Clear any required trees and brush in the area of proposed construction and grading.
 - 3) Strip topsoil in areas of proposed building and pavement construction and remove from the site and dispose of in a responsible and legal fashion.
 - 4) Strip topsoil from the detention basin area and temporarily stockpile in the area marked "Stockpile".
 - 5) When all required topsoil has been removed, mass grade the entire parcel.
 - 6) Check all soil erosion control devices and clean or replace as required.
 - 7) Install the detention basin retaining wall & the retaining wall along the east side of the driveway and building. At the same time install the necessary building footings.
 - 8) Finish grade the detention basin and install the outlet filter standpipe and the storm drain to the offsite pond, as well as the stone spillway.
 - 9) Check all soil erosion control devices and clean or replace as required.
 - 10) Continue with building construction, in particular, all construction requiring heavy equipment.
 - 11) Install the storm drainage system to a point 5 ft., more or less, from the building foundation and install the appropriate storm drain filter.
 - 12) Install the 6" dia. PVC SDR 23.5 sanitary sewer, 1-1/2" dia. water lead, gas lead and any other buried utility lines to a point 5 ft., more or less, from the building foundation.
 - 13) Check all soil erosion control devices and clean or replace as required.
 - 14) Finish grade the basin and install a minimum of 4" clean topsoil from the stockpile and sod or seed & mulch (tacked) in the basin and surrounding area.
 - 15) When all exterior piping, utilities and conduits have been installed, finish grade the driveway and parking area and install the concrete curbing and sidewalks.
 - 16) Finish grade all disturbed areas and place a minimum of 4" clean topsoil from the stockpile and sod or seed and mulch (tacked) in all disturbed areas.
 - 17) When finish grading is complete and vegetation is beginning to take hold, finish grade, compact and place a minimum of 4" of 21AA compacted stone in the area of the driveway and parking.
 - 18) Finish all exterior and heavy building construction and install landscaping.
 - 19) Check all soil erosion control devices and clean or replace as required. Check vegetated areas and replace sod or reseed and mulch any areas where it is not currently established.
 - 20) When all exterior and any interior construction requiring heavy equipment is complete, regrade the existing stone in the parking lot, repair any deficient areas and place an additional minimum of 2" of 21AA stone, regrade and recompact these areas. Place the asphalt wearing and leveling courses and revise the applicable soil erosion control devices accordingly.
 - 21) Check all soil erosion control devices and clean or replace as required. Check vegetated areas and replace sod or reseed and mulch any areas where it is not currently established.
 - 22) When all exterior construction is complete and all disturbed areas have an established vegetative cover, contact the LCDC to schedule a final inspection. If all soil erosion control work is acceptable to the LCDC, remove all temporary soil erosion control devices.
- Proposed End of Construction Date: December 15, 2012

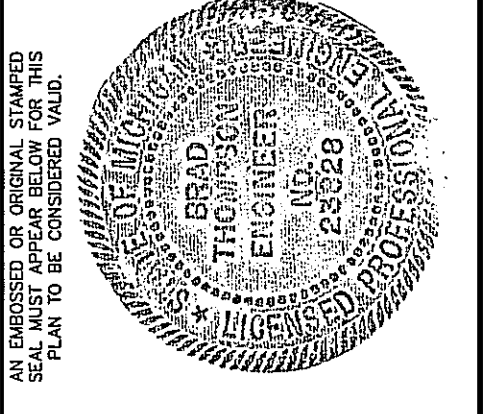
ONSITE DISTURBED AREA = 42,829 SQ. FT./0.983 ACRES
OFFSITE DISTURBED AREA = 18,015 SQ. FT./0.414 ACRES
TOTAL DISTURBED AREA = 60,844 SQ. FT./1.397 ACRES



LEGEND

RECORDED INFORMATION	(R)
MEASURED INFORMATION	(M)
CALCULATED INFORMATION	(C)
FOUND IRON	•
SET IRON	•
SECTION CORNER	⊕
STORM DRAIN PIPE	—
STORM MANHOLE	⊙
STORM CATCH BASIN	⊠
STORM INLET	⊞
STORM END SECTION	▲
DRAINAGE SWALE OR DITCH	—
SANITARY SEWER PIPE	—
SANITARY SEWER MANHOLE	⊙
WATER MAIN	—
GATE VALVE & WELL	⊕
HYDRANT	⊕
UTILITY POLE	⊕
GUY ANCHOR	⊕
OVERHEAD WIRES	—
UNDERGROUND ELECTRIC	— U.E.
CONC. PAD W/TRANSFORMER	⊠
PEDESTAL-ELEC. OR TELE.	⊠
LIGHTING POLE	⊕
UNDERGROUND TELEPHONE	— U.T.
GAS MAIN	— GAS
FENCE LINE	— X — X — X —
EXISTING ELEVATION	999.99
PROPOSED ELEVATION	X[999.99]
GUTTER	G
TOP OF CURB	T/C
TOP OF ASPHALT	T/A
TOP OF WALK	T/W
TOP OF CONCRETE	T/CONC
TOP OF WALL	T/WALL
BOTTOM OF WALL	BTM/WALL
FINISHED FLOOR	F/F
FINISHED GRADE	F/G
AS BUILT	AB
REVERSE PAN CURB	—

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1520 GULLEY ROAD,
HOWELL, MI 48843



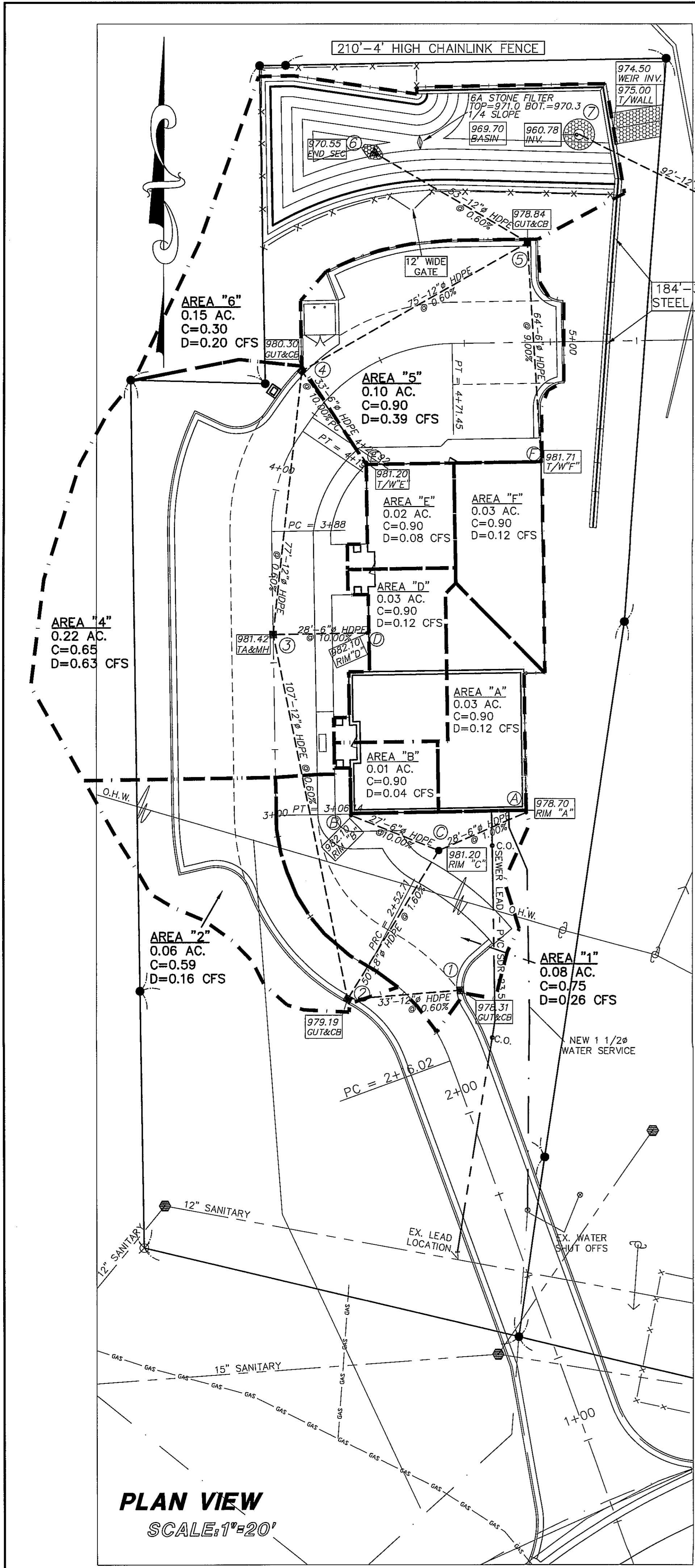
UTILITIES NOTE: Utility locations are from Municipal and various utility company records and no guarantee, either implied or expressed, is given by this note. Utility owners are to stake the location of the utility in any area where construction will take place, 72 hours before such work starts, and shall not start any excavation or other work until the utility has been located. If the utility is not located, at contractor's expense, all utilities and stakes that might be disturbed by construction, it is the contractor's responsibility to notify the various utility owners in accordance with Michigan P.A. No. 53 of 1974.

"BRIGHTON SPECIALTY CENTER"
CLIENT: NOTABLE REALTY, ATT: MR. TIM ADAMS
HIGHLAND, MI 48357
SITE LOCATION: SEC. 13, T.2N, R.5E., LIVINGSTON CO.
TAX I.D. #1-13-200-012

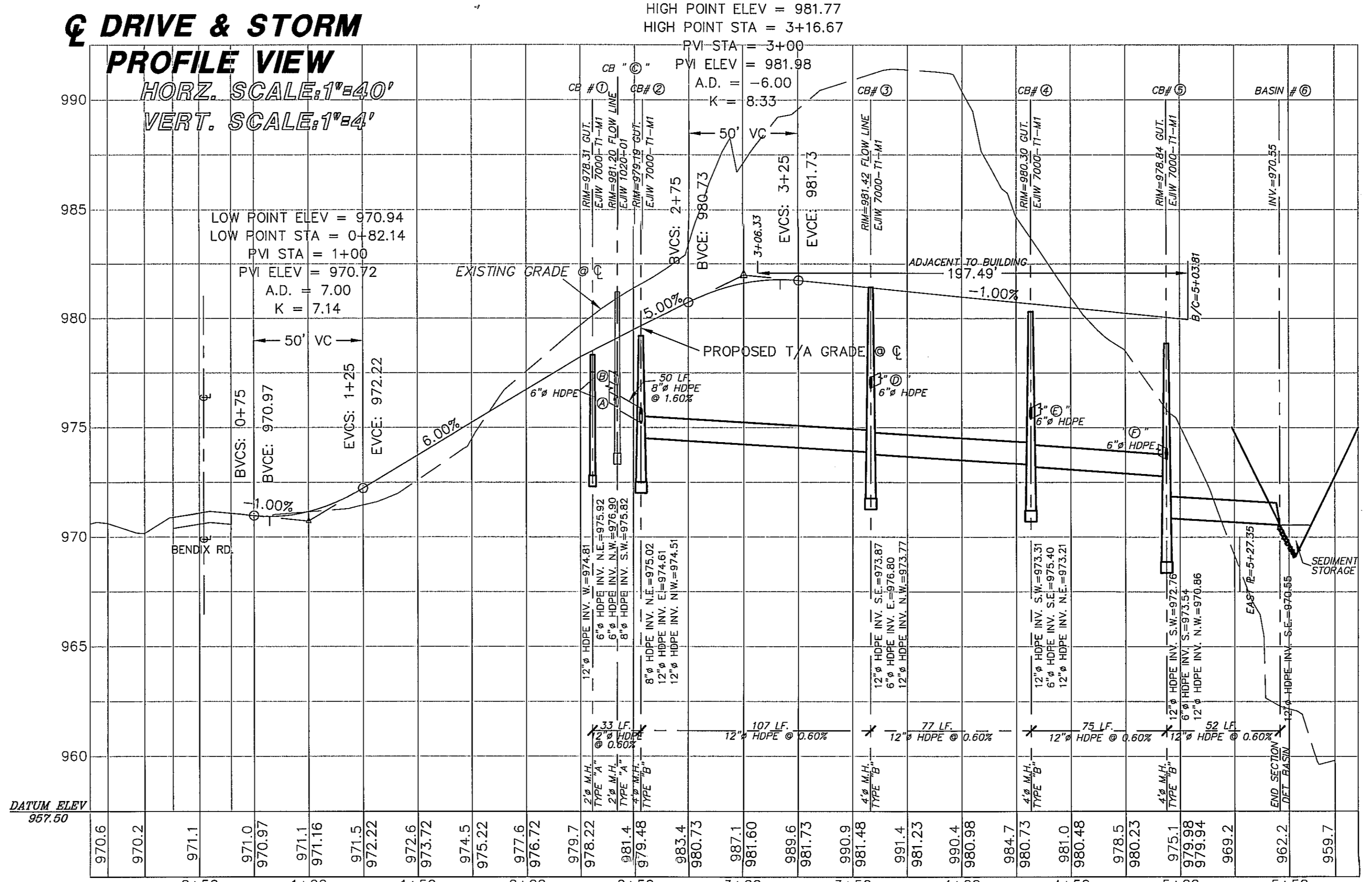
SOIL EROSION CONTROL PLAN & NOTES

PROJECT	SITE INFO.	SHEET TITLE
		05/02/12
		DATE
		NO.
		1 PER TWP. REVIEW
		REVISION

Date: 12/30/11
Drawn By: NDT
Chkd. By: BFT
Scale: 1" = 30'
BFT Job: #11-3775
Sh. 6 of 10



- STRUCTURES**
- 1 2" CB "EJW 1020-01" COVER RIM (FLOW LINE) = 981.20
6" HDPE INV. N.W.=976.90
6" HDPE INV. N.E.=975.92
6" HDPE INV. S.W.=975.82
C=0.90
D=0.08 CFS
 - 2 2" CB "EJW 7000-T1-M1" COVER RIM (GUTTER) = 978.31
12" HDPE INV. W.=974.81
C=0.90
D=0.12 CFS
 - 3 4" CB "EJW 7000-T1-M1" COVER RIM (FLOW LINE) = 981.42
6" HDPE INV. N.E.=975.80
12" HDPE INV. E.=974.61
12" HDPE INV. N.W.=974.51
C=0.90
D=0.12 CFS
 - 4 4" CB "EJW 7000-T1-M1" COVER RIM (GUTTER) = 978.84
6" HDPE INV. S.E.=973.54
12" HDPE INV. S.W.=973.31
12" HDPE INV. N.E.=973.21
C=0.90
D=0.12 CFS
 - 5 4" CB "EJW 7000-T1-M1" COVER RIM (GUTTER) = 978.84
6" HDPE INV. S.E.=973.54
12" HDPE INV. S.W.=973.31
12" HDPE INV. N.E.=973.21
C=0.90
D=0.12 CFS
 - 6 4" CB "EJW 7000-T1-M1" COVER RIM (GUTTER) = 978.84
6" HDPE INV. S.E.=973.54
12" HDPE INV. S.W.=973.31
12" HDPE INV. N.E.=973.21
C=0.90
D=0.12 CFS



LIVINGSTON COUNTY DRAIN COMM. - 100 YEAR DETENTION BASIN

PROJECT NAME: DETENTION BASIN FOR MEDICAL OFFICE #7777 BENDIX
 JOB NO: 11-3775 DATE: 11/29/11 BY: BFT

Tributary Area (A) = 0.73 acres
 Compound Runoff Coefficient (C) = 0.68
 Design Constant (K) = A x C = 0.50

Allowable Outflow Rate (Q_o) = either capacity of existing downstream conduit or channel, OR, (A) x K where K = permissible discharge rate/cross-sectional area of tributary area ft/s
 Allowable Outflow Rate (Q_o) = 0.15 cfs
 ** Permissible discharge rate for site = Existing 10 yr. flow to street storm drainage system.

Duration (Minutes)	Duration (Seconds)	Intensity (in/hr)	Col 2 x Col 3	Inflow Vol (Cubic Feet)	Outflow Vol (Cubic Feet)	Storage Vol (Cubic Feet)
5	300	9.1807	2754	1387	44	1343
10	600	7.2871	4714	2340	88	2252
15	900	6.1111	7333	3640	131	2509
20	1200	5.2000	10000	4488	176	2312
30	1800	3.2333	19447	5762	228	2534
40	2400	2.3913	19213	8410	288	2622
60	3600	1.3689	19555	10778	366	2512
90	5400	0.9126	14488	11927	459	2168
120	7200	0.7143	14943	12102	539	2163
180	10800	0.4762	10800	12102	618	2184
240	14400	0.3571	10800	12102	618	2184
360	21600	0.2381	10800	12102	618	2184
480	28800	0.1786	10800	12102	618	2184

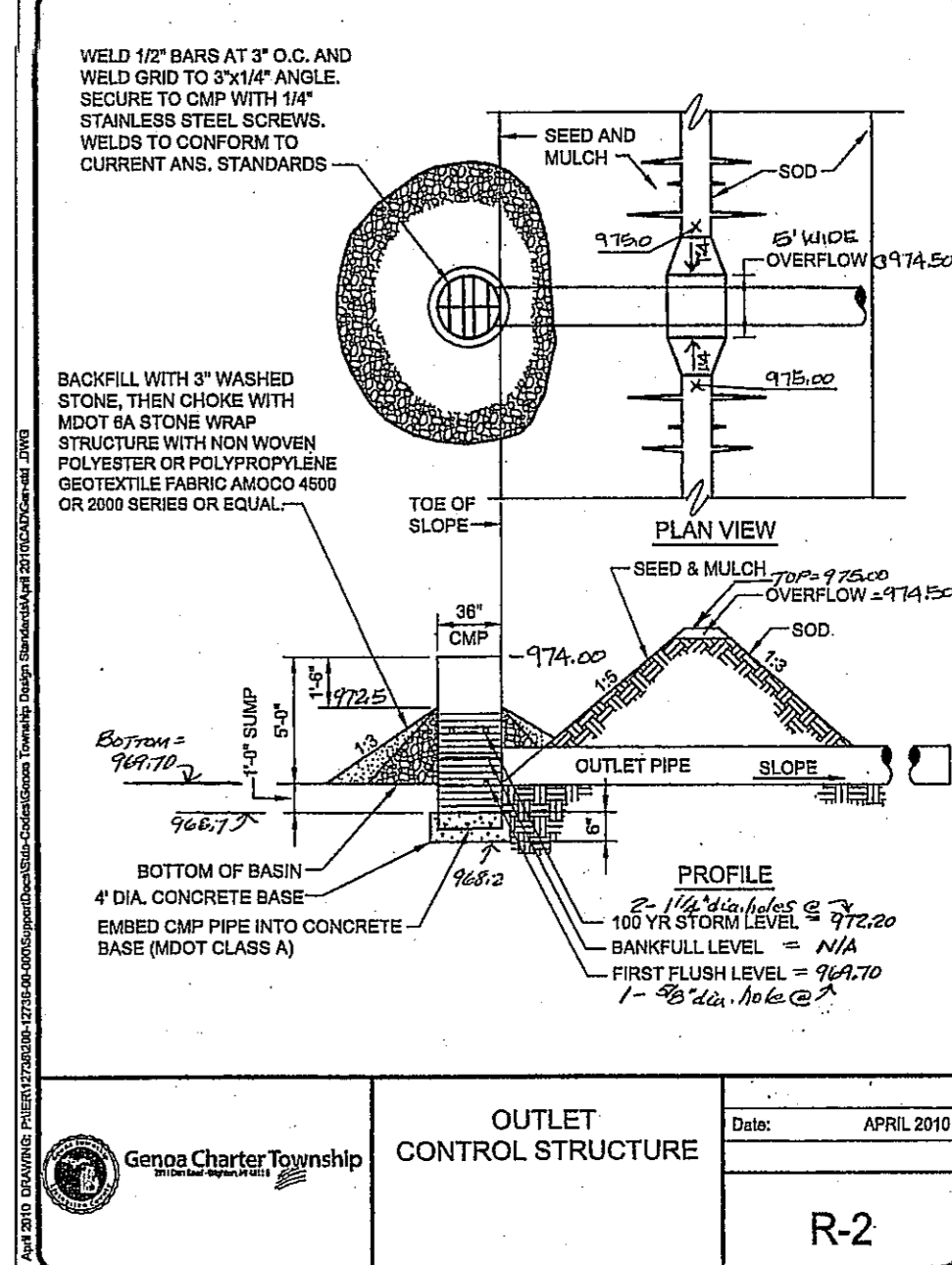
100 yr. storage volume: 6,727 Cubic Feet
 Bankfull volume: (6180) x (A) x (C) = 2,861 Cubic Feet
 First flush volume: (1815) x (A) x (C) = 901 Cubic Feet
 Forebay volume: (5%) x 100 yr. storage volume = 286 Cubic Feet
 Bankfull volume - adjusted: First Flush Vol. x 2 = 1,802 Cubic Feet

COMPOSITE "C" CALCULATIONS FOR: 11-3775

DATE: 12/15/11 JOB NO: 3775 BY: BFT

COMPOSITE "C" FACTORS USED IN THESE CALCULATIONS:
 SOURCE OF "C" FACTORS: LOCAL
 HARD SURFACED AREAS = 0.80 GRAVEL AREAS = 0.40
 MISCELLANEOUS AREAS = 0.10 GRASS AREAS = 0.30

AREA DESIGNATION	Area (Ac)	C	Area x C
1	0.08	0.90	0.07
2	0.03	0.90	0.03
3	0.03	0.90	0.03
4	0.03	0.90	0.03
5	0.03	0.90	0.03
6	0.03	0.90	0.03
COMPOSITE "C"	0.76	0.68	0.75



OUTLET CONTROL STRUCTURE Calculations

Tributary Area (A) = 0.73 Acres
 Runoff Coefficient (C) = 0.68
 Design Constant (K) = A x C = 0.50
 Allowable Outflow Rate (Q_o) = 0.15 cfs
 Required Volume (from Table A-1) = 4712 cu ft
 Bankfull Volume (V_b) = 1815 x A x C = 901 cu ft
 First Flush Volume (V_{ff}) = 901 x 2 = 1802 cu ft

Detention Basin Elevations

Bottom of Basin (Elev) = 974.80 feet
 First Flush Volume Elevation (Elev) = 977.10 feet
 Bankfull Volume Elevation (Elev) = 977.10 feet
 100 Year Storm Elevation (Elev) = 974.20 feet
 Silvery Elevation = 100 Year Storm + 0.8' = 975.00 feet
 Top of Basin = Silvery + 0.5' = 975.50 feet

First Flush Volume Orifice Calculations

First Flush Flow (Q_{ff}) = V_{ff} / 1802 = 0.0104 cfs
 First Flush Volume (V_{ff}) = 901 cu ft
 Orifice Area (A_o) = Q_{ff} / (0.62 x (64.4 x h_o)^{0.5}) = 0.00124 m²

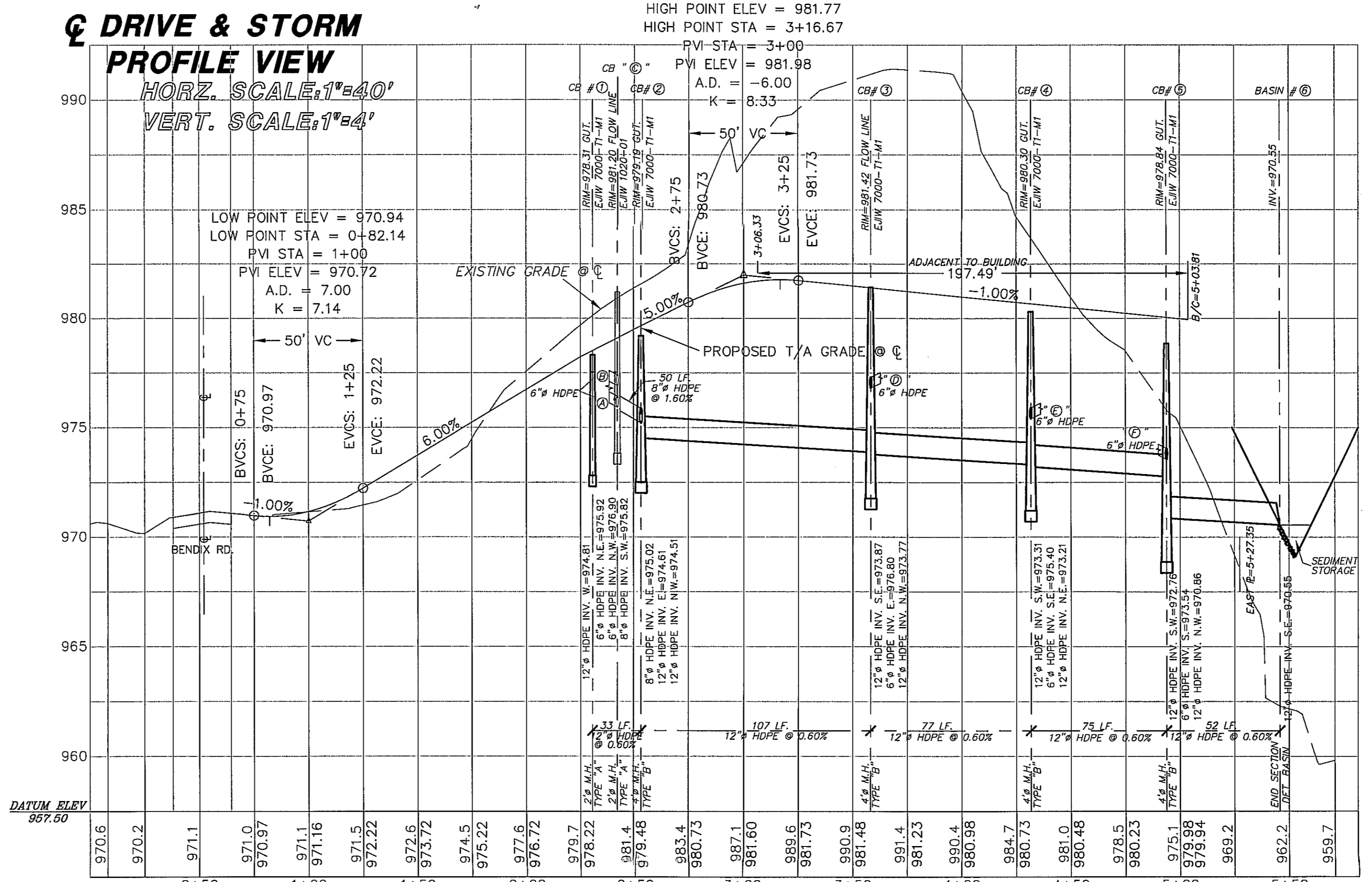
Bankfull Volume Orifice Calculations

Bankfull Volume (V_b) = 1802 cu ft
 Orifice Area (A_o) = Q_o / (0.62 x (64.4 x h_o)^{0.5}) = 0.00124 m²

B.F. Thompson P.C. DRAINAGE CALCULATION SHEET

PROJECT NAME: BRIGHTON SPECIALTY CENTER DATE: 1/4/12 PREPARED BY: BFT
 JOB NO: 11-3775 SHT. 1 OF 1 INITIAL TC=16 MIN

Area	Comp.	Intensity	Area (Ac)	Expected Inflow (cfs)	From Structure	From R/W	Invert (GUTTER)	Length (ft)	Di. (In)	% Slope	Vel. (fps)	C. Exp. (CFS)	Rim Elev.	Invert To	Comments		
A	0.90	4.38	0.03	0.12	0.00	0.12	0.013	A 978.70	976.20	28	6	1.00	2.86	981.20	975.92	C 6" Dia. PVC-Sch.40-Roof Connector	
B	0.90	4.38	0.01	0.04	0.00	0.04	0.013	B 982.10	979.60	27	6	10.00	9.04	1.77	981.20	976.90	C 6" Dia. PVC-Sch.40-Roof Connector
C	0.00	4.38	0.00	0.00	0.16	0.16	0.013	C 981.20	975.82	50	8	1.60	4.38	1.53	979.19	975.02	2 2" Dia. C.B.-EJW 1020-01
1	0.75	4.38	0.06	0.26	0.00	0.26	0.013	1 978.31	974.81	33	12	0.60	3.51	2.76	979.19	974.61	2 2" Dia. C.B.-EJW 7000-T1-M1
2	0.59	4.38	0.06	0.16	0.42	0.58	0.013	2 979.19	974.51	107	12	0.60	3.51	2.76	981.42	973.87	4 4" Dia. C.B.-EJW 7000-T1-M1
D	0.90	4.38	0.03	0.12	0.00	0.12	0.013	D 982.10	979.60	28	6	10.00	9.04	1.77	981.42	976.80	3 6" Dia. PVC-Sch.40-Roof Connector
3	0.00	4.38	0.00	0.00	0.70	0.70	0.013	3 981.42	973.77	77	12	0.60	3.51	2.76	980.30	973.31	4 4" Dia. C.B.-EJW 1020-M1
E	0.90	4.38	0.02	0.08	0.00	0.08	0.013	E 981.20	978.70	33	6	10.00	9.04	1.77	980.30	975.40	4 6" Dia. PVC-Sch.40-Roof Connector
F	0.65	4.38	0.22	0.63	0.78	1.41	0.013	F 980.30	973.21	75	12	0.60	3.51	2.76	978.84	972.76	5 4" Dia. C.B.-EJW 7000-T1-M1
G	0.90	4.38	0.03	0.12	0.00	0.12	0.013	G 981.71	979.21	63	6	9.00	8.57	1.68	978.84	973.54	5 6" Dia. PVC-Sch.40-Roof Connector
H	0.90	4.38	0.10	0.39	1.53	1.92	0.013	H 978.84	970.86	52	12	0.80	3.51	2.78	-	970.55	6 4" Dia. C.B.-EJW 7000-T1-M1
I	0.30	4.38	0.15	0.20	1.92	2.12	0.013	I 974.00	960.78	92	12	8.20	12.99	10.20	-	953.24	8 FB @ Existing pond



LEGEND

RECORDED INFORMATION (R)	MEASURED INFORMATION (M)
CALCULATED INFORMATION (C)	FOUND IRON (I)
SET IRON (S)	SECTION CORNER (SC)
STORM DRAIN PIPE (SDP)	STORM MANHOLE (SM)
STORM CATCH BASIN (SCB)	STORM INLET (SI)
STORM END SECTION (SES)	DRAINAGE SWALE OR DITCH (DSD)
SANITARY SEWER PIPE (SSP)	SANITARY SEWER MANHOLE (SSMH)
WATER MAIN (WM)	GATE VALVE & WELL (GVW)
HYDRANT (H)	UTILITY POLE (UP)
GUY ANCHOR (GA)	OVERHEAD WIRES (OW)
UNDERGROUND ELECTRIC (UE)	CONC. PAD W/ TRANSFORMER (CPWT)
PEDESTAL-ELEC. OR TELE. (PET)	LIGHTING POLE (LP)
UNDERGROUND TELEPHONE (UT)	GAS MAIN (GM)
FENCE LINE (FL)	EXISTING ELEVATION (EE)
PROPOSED ELEVATION (PE)	GUTTER (G)
TOP OF CURB (TC)	TOP OF ASPHALT (TA)
TOP OF WALK (T/W)	TOP OF CONCRETE (T/C)
TOP OF WALL (T/WALL)	BOTTOM OF WALL (B/WALL)
FINISHED FLOOR (FF)	FINISHED GRADE (FG)
AS BUILT (AB)	REVERSE PAN CURB (RPC)

B.F. Thompson P.C.
 civil engineering & land surveying

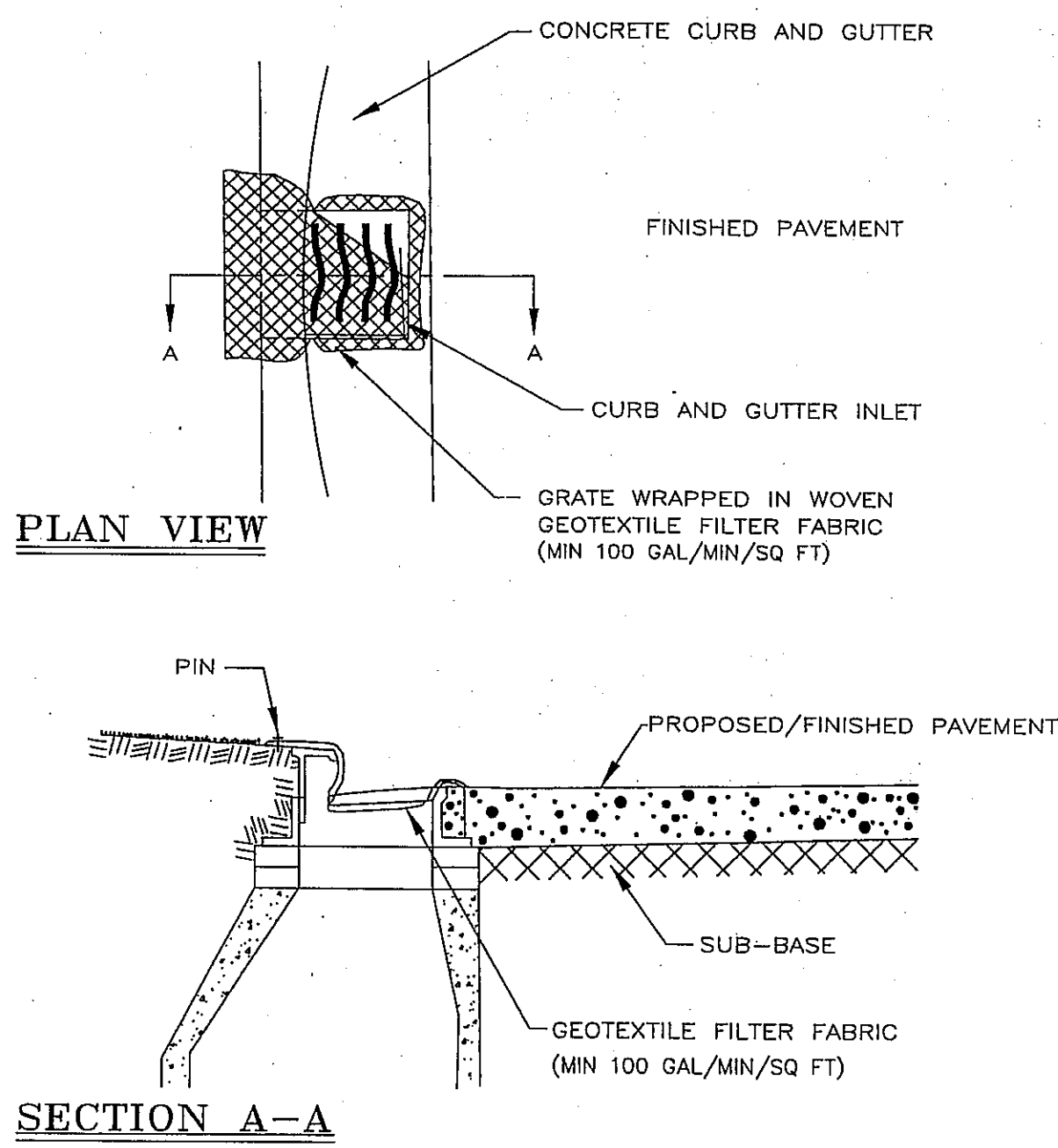
VOICE 517/548-3142
 FAX 517/548-0049
 EMAIL bframpton@comcast.net
 1520 GUILLET ROAD, HOWELL MI, 48843

BRIGHTON SPECIALTY CENTER
 PROJECT: 11-3775
 SITE INFO: DETENTION BASIN FOR MEDICAL OFFICE #7777 BENDIX
 SHEET TITLE: ROAD/STORM PLAN AND PROFILE, DRAINAGE CALCULATIONS & DETAILS
 DATE: 05/02/12
 REVISION: 1

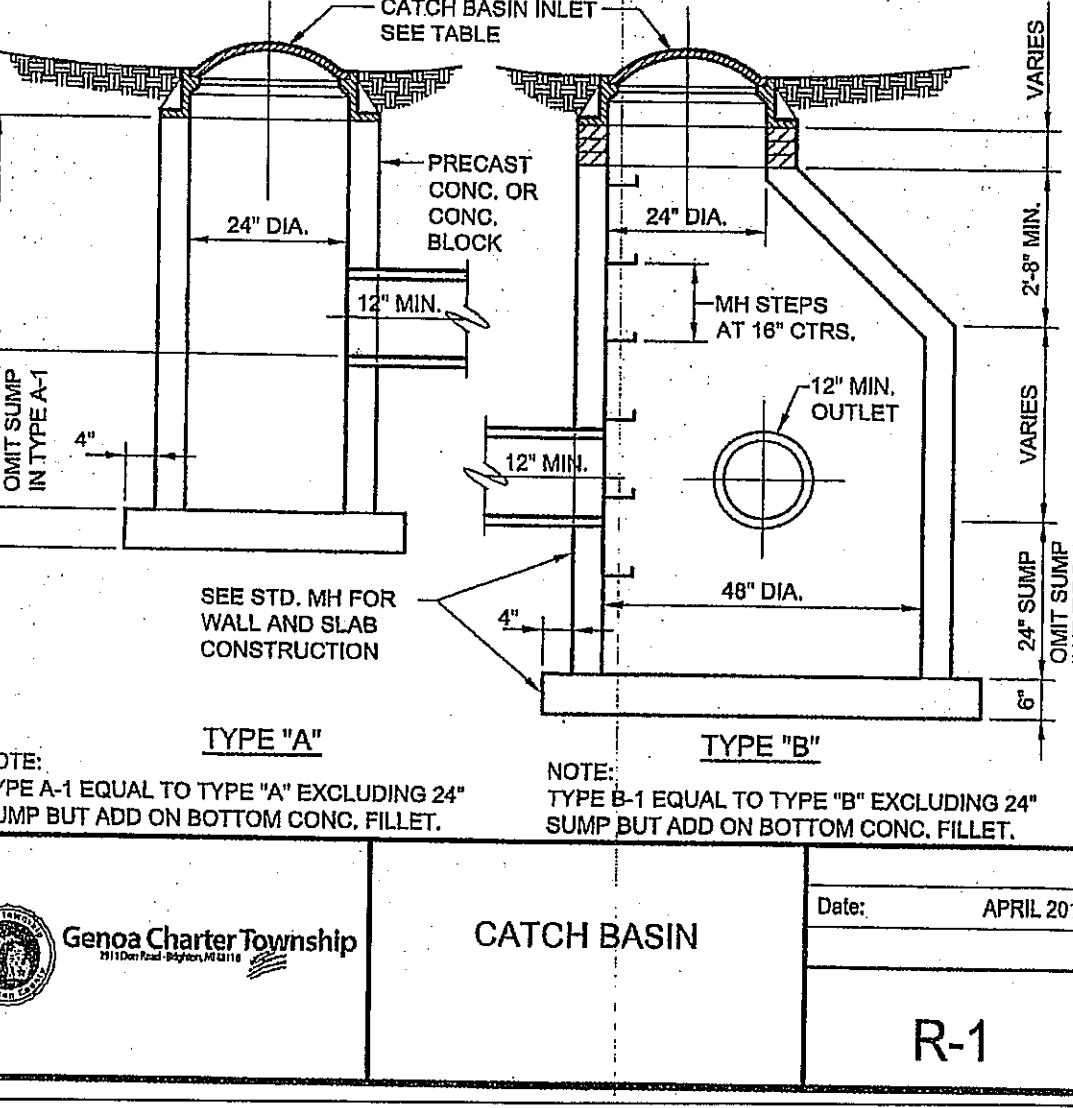
DATE: 12/30/11
 Drawn By: NDT
 Chkd. By: BFT
 Scale: AS SHOWN
 BFT Job: #11-3775
 Sh. 7 of 10

CURB AND GUTTER INLET FILTER (SI-4)
(BEFORE AND AFTER PAVING)

ALTERNATIVE INLET FILTER MUST BE USED IN AREAS THAT MAY BECOME A SAFETY HAZARD DUE TO FLOODING OR FREEZING.

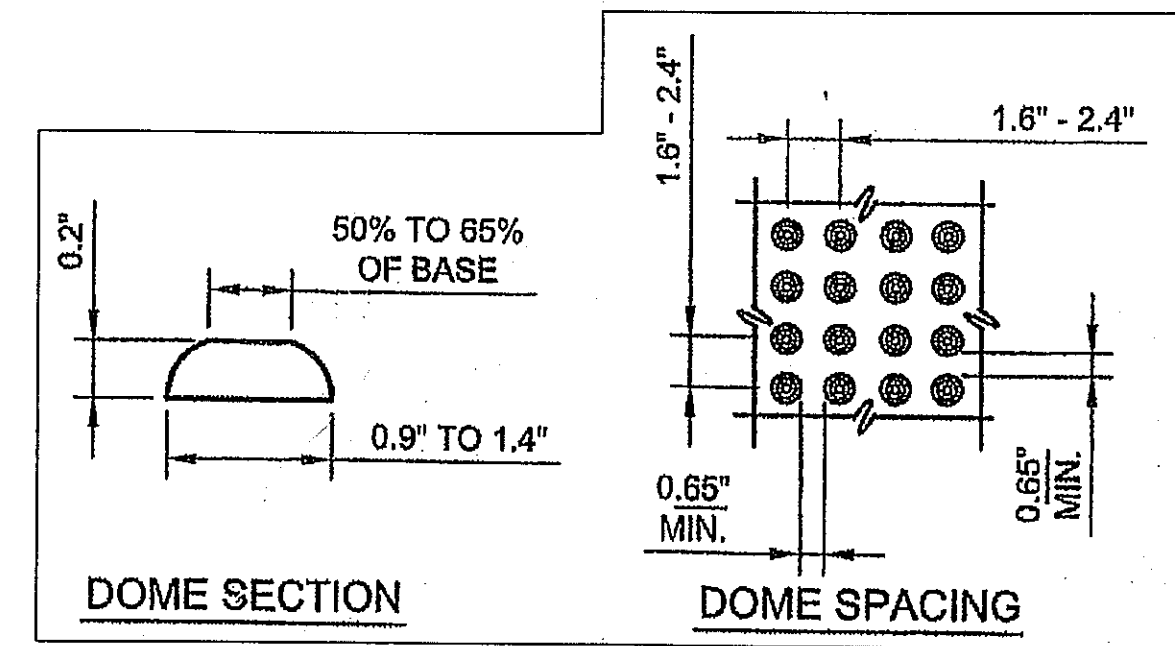
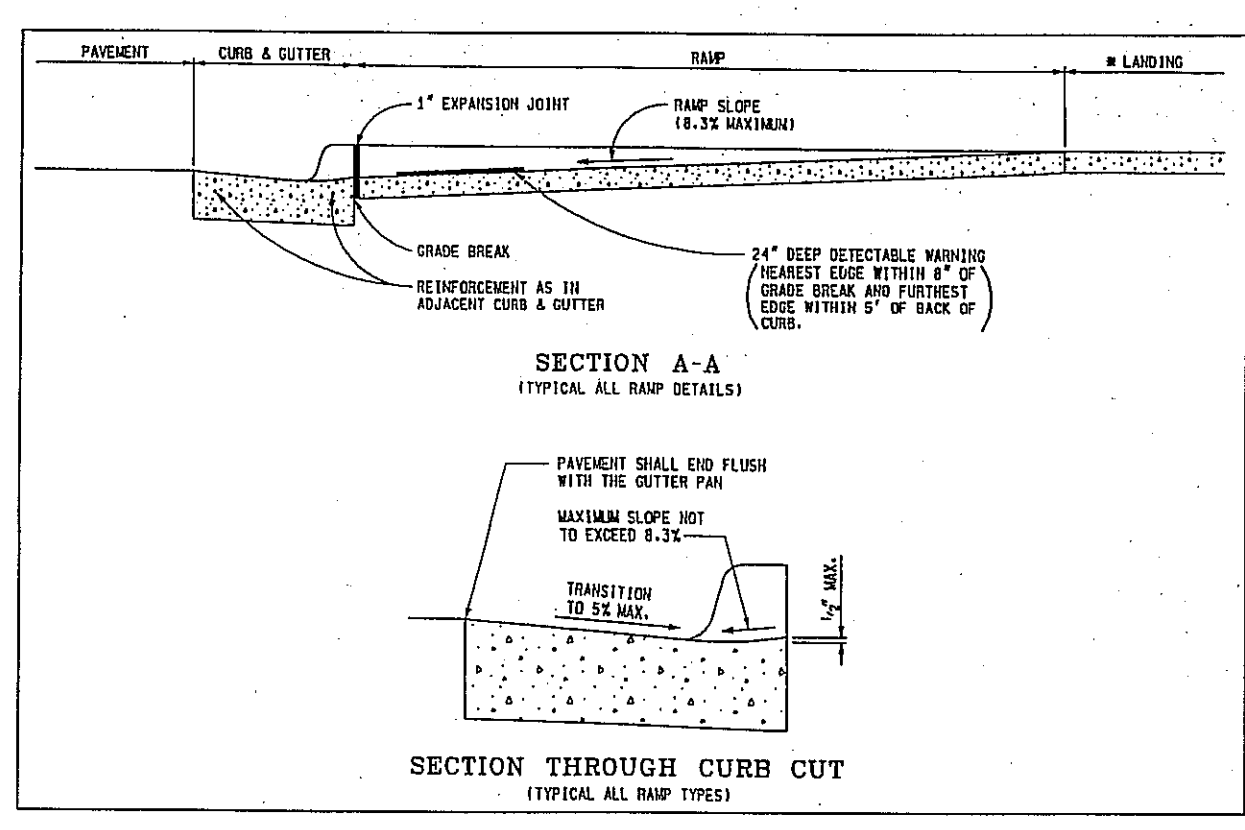
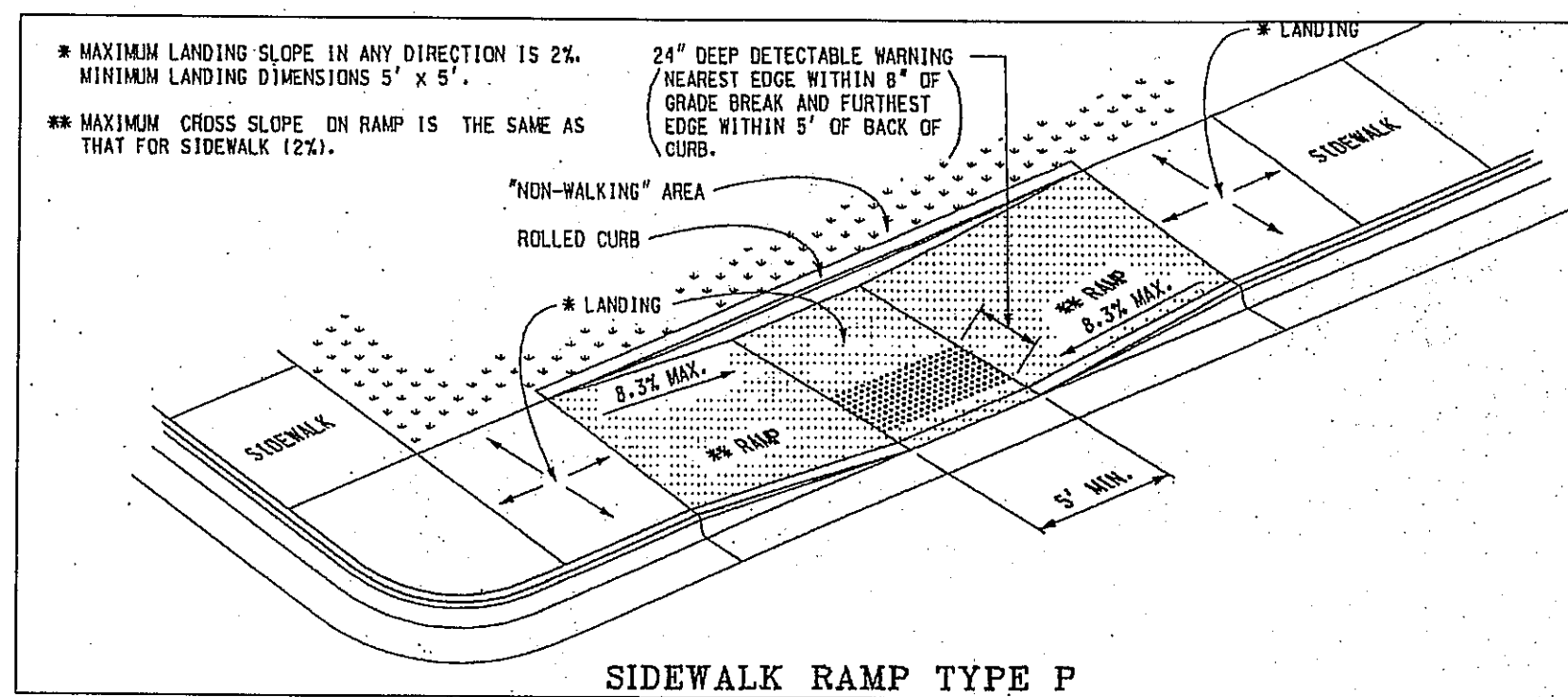


MANHOLE FRAME & COVER & CATCH BASIN INLETS					
TYPE	LOCATION	MANUFACTURER OR EQUAL		TYPE OF COVER OR INLET	MAXIMUM DRAINAGE AREA (ACRES)
		EAST JORDAN	NEENAH		
MH	ALL	1040	R-1918 F1	SANITARY-SOLID SELF-SEALING STORM-VENTED	N/A
CB	TYPE A CURB	7000-T1-M1	R-3070	FLAT GRATE WITH VERT. OPEN BACK	0.71
CB	TYPE B CURB	7086-T1-M1	R-3034-B	FLAT GRATE WITH ROLL BACK	0.87
CB	PAVEMENT/STREET OPEN	1020-M1	R-2090-D	FLAT GRATE	0.69
CB	OPEN AREA	1020-O1	R-2090-D	BEEHIVE GRATE	0.63
CB	GUTTER	5100	R-3238	CONCAVE INLET	0.98

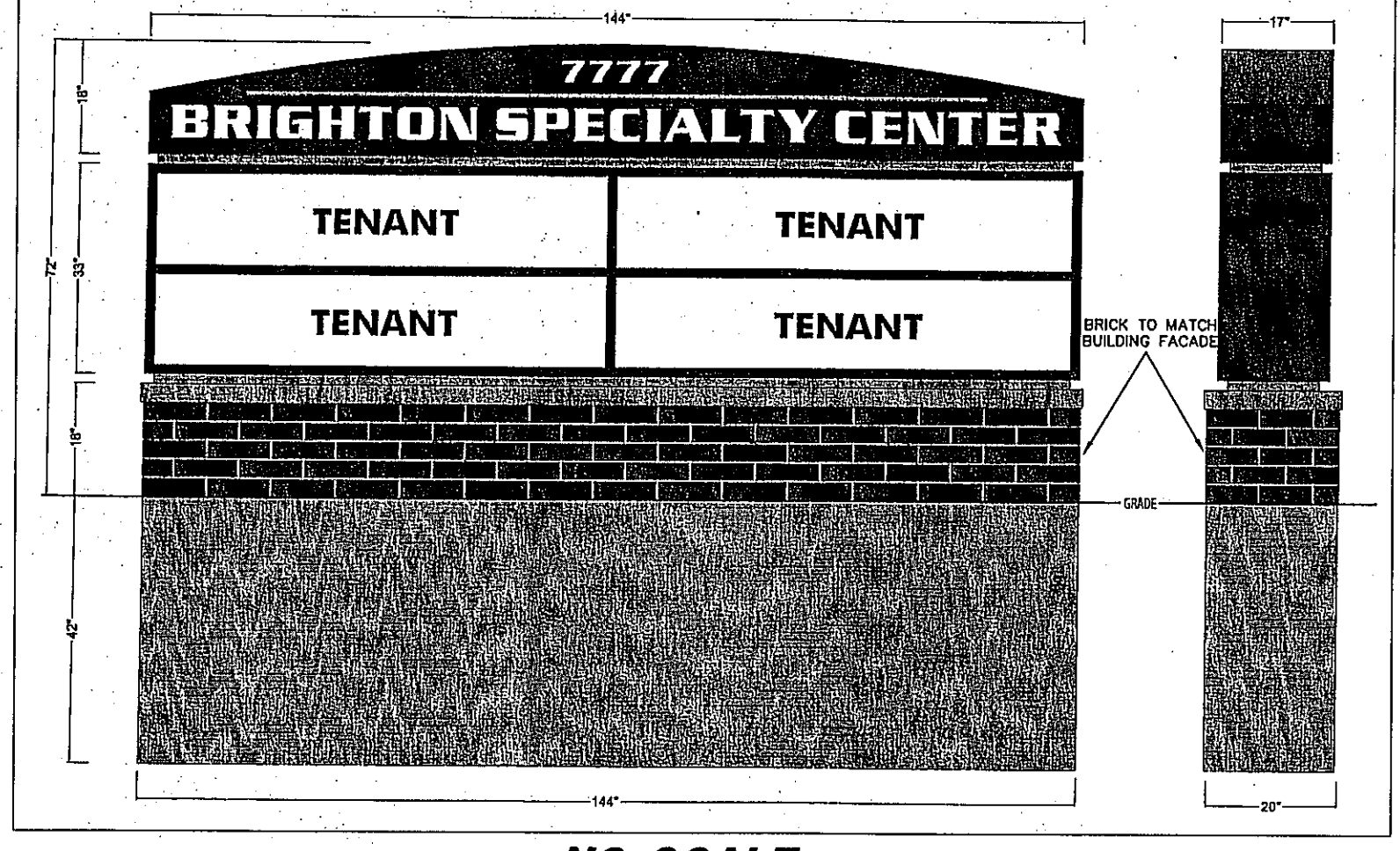


CATCH BASIN/MANHOLE DETAIL

SIDEWALK/RAMP DETAILS



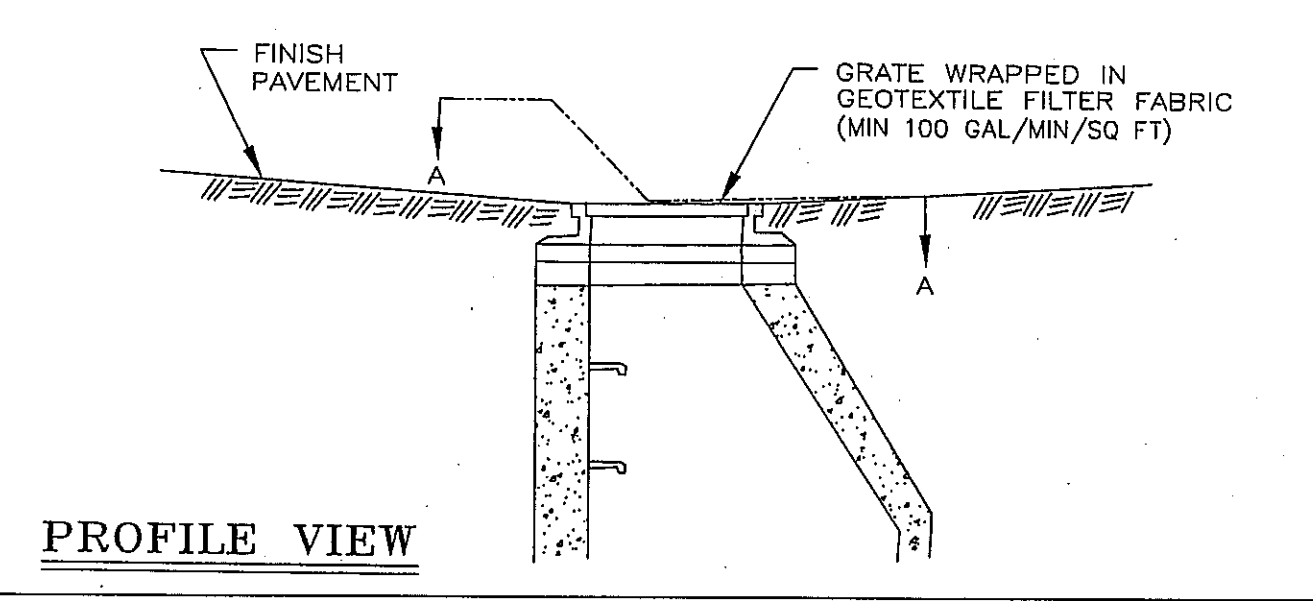
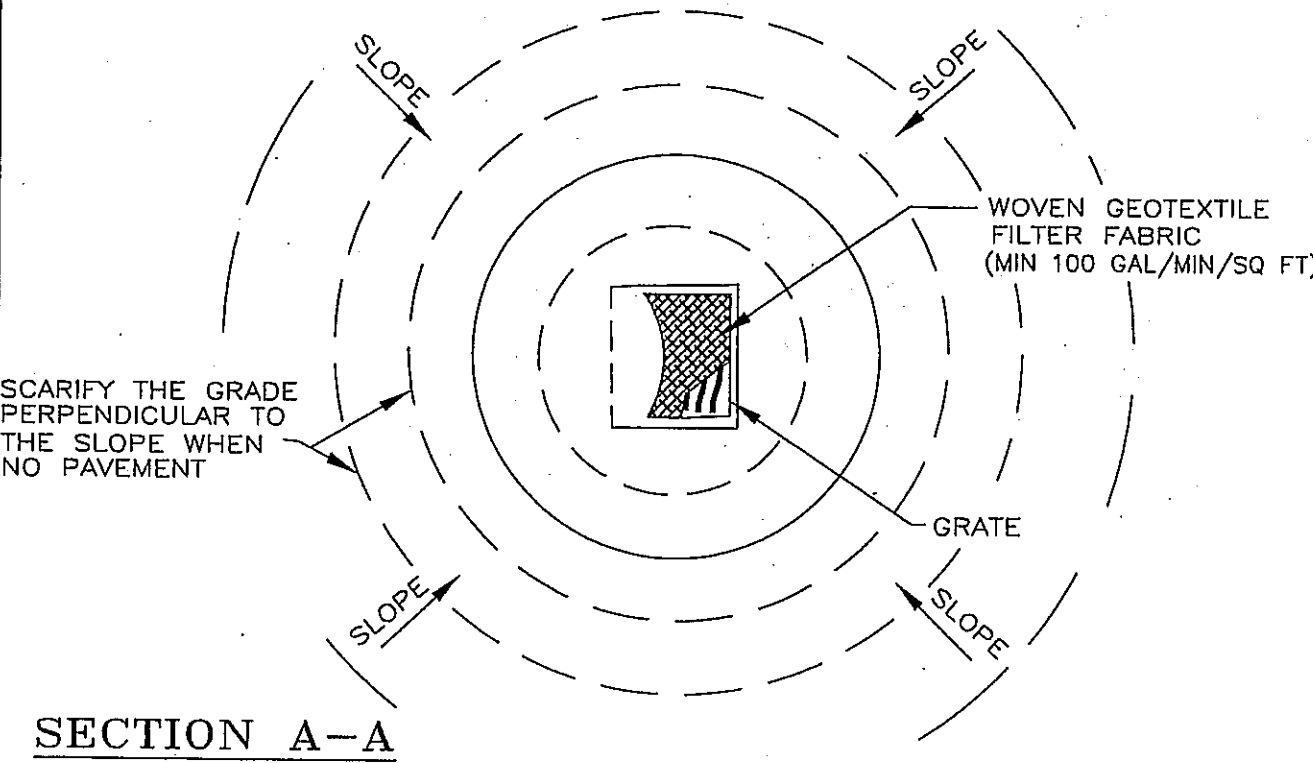
PROPOSED GROUND MOUNTED INTERNALLY LIT SIGN



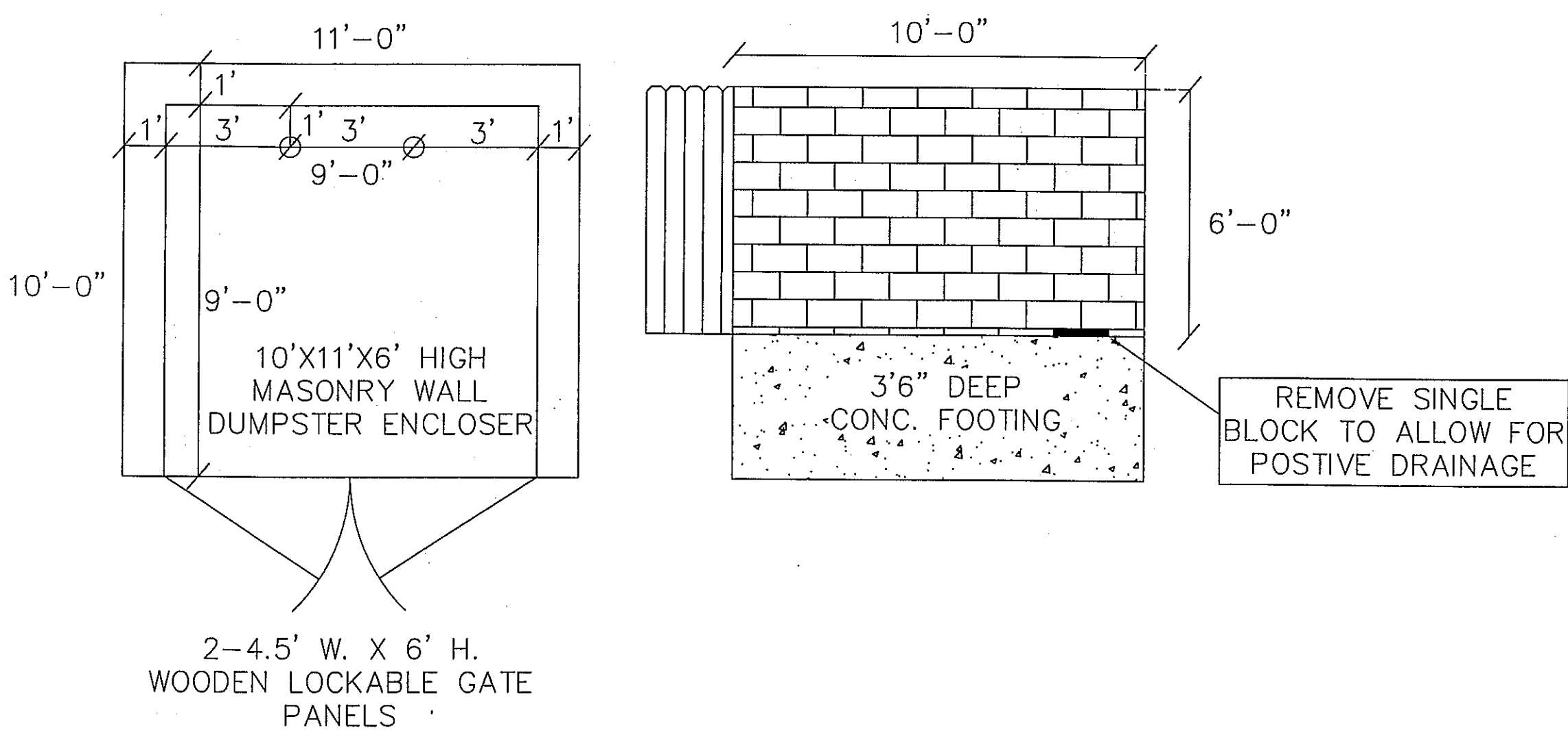
NO SCALE

LOW POINT INLET FILTER (SI-2)

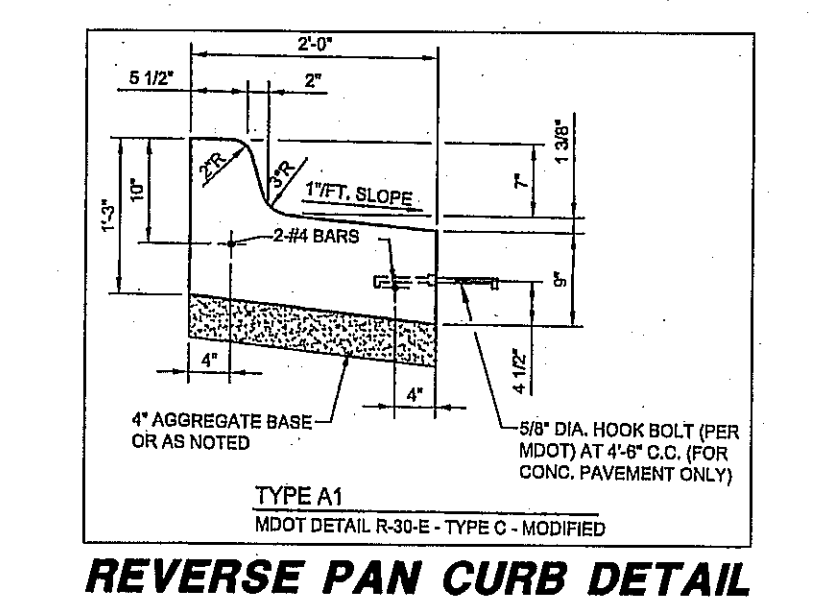
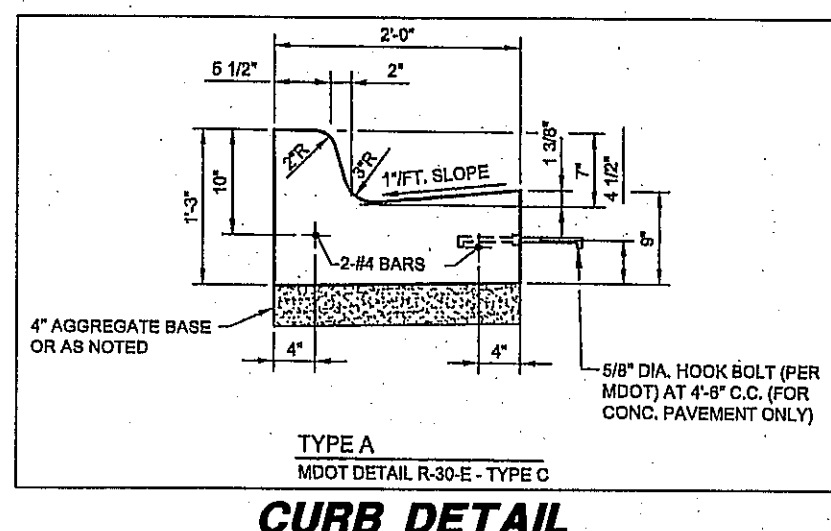
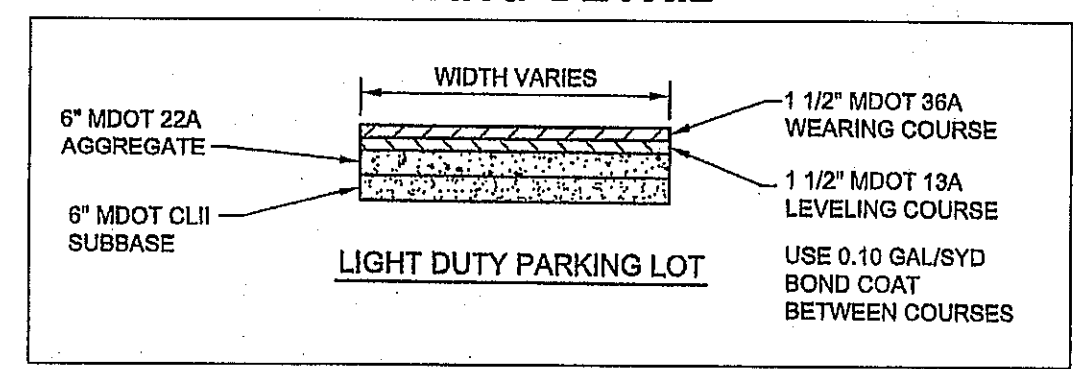
ALTERNATIVE INLET FILTER MUST BE USED IN AREAS THAT MAY BECOME A SAFETY HAZARD DUE TO FLOODING OR FREEZING.



DUMPSTER DETAIL



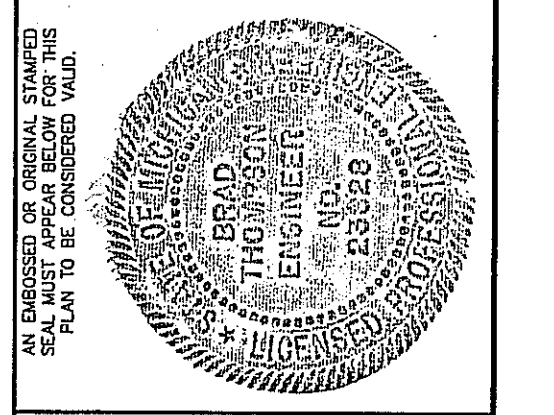
PAVING DETAIL



LEGEND

RECORDED INFORMATION	(R)
MEASURED INFORMATION	(M)
CALCULATED INFORMATION	(C)
FOUND IRON	●
SET IRON	○
SECTION CORNER	⊕
STORM DRAIN PIPE	---
STORM MANHOLE	○
STORM CATCH BASIN	□
STORM INLET	■
STORM END SECTION	▲
DRAINAGE SWALE OR DITCH	---
SANITARY SEWER PIPE	---
SANITARY SEWER MANHOLE	○
WATER MAIN	---
GATE VALVE & WELL	⊗
HYDRANT	⊙
UTILITY POLE	⊕
GUY ANCHOR	⊕
OVERHEAD WIRES	---
UNDERGROUND ELECTRIC	---
CONC. PAD W/TRANSFORMER	⊗
PEDESTAL-ELEC. OR TELE.	⊕
LIGHTING POLE	⊕
UNDERGROUND TELEPHONE	---
GAS MAIN	---
FENCE LINE	---
EXISTING ELEVATION	999.99
PROPOSED ELEVATION	X 999.99
GUTTER	G
TOP OF CURB	T/C
TOP OF ASPHALT	T/A
TOP OF WALK	T/W
TOP OF CONCRETE	T/CONC
TOP OF WALL	T/WALL
BOTTOM OF WALL	BTM/WALL
FINISHED FLOOR	F/F
FINISHED GRADE	F/G
AS BUILT	AB
REVERSE PAN CURB	---

B.F. Thompson P.C.
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VOICE 517/548-3142
FAX 517/548-0049
EMAIL bthompson@bft.comcast.net
1520 GULLETT ROAD,
HOWELL, MI, 48843



UTILITIES NOTE: Utility locations are from Municipal and various Utility Company records and no guarantee, either implied or expressed, is given by this firm as to the accuracy of said location. The contractor shall request appropriate utility information will take place, 72 hours before such work starts, and shall not start construction until such stakes have been placed. The Contractor shall protect, or have relocated, at contractor's expense, all utilities and stakes that might be damaged or destroyed during the course of the project. The Contractor shall be responsible for any damage to utilities in accordance with Michigan P.A. No. 23 of 1974.

PROJECT	'BRIGHTON SPECIALTY CENTER'	
SITE INFO.	CLIENT: NOTABLE REALTY - ATT: MR. TIM ADAMS 4085 TAGGETT LANE DR. GENOA, MI 48145-1224 SITE LOCATION: SEC. 13, T2N, R2E, SE. 1/4, GENOA TWP., LIVINGSTON CO. TAX ID: #1-13-300-012	DATE
SHEET	7	TITLE
DATE	05/02/12	REVISION
NO.		

Date: 12/30/11
Drawn By: NDT
Chkd. By: BFT
Scale: NO SCALE
BFT Job: #11-3775
Sh. 8 of 10

LITHONIA LIGHTING

FEATURES & SPECIFICATIONS

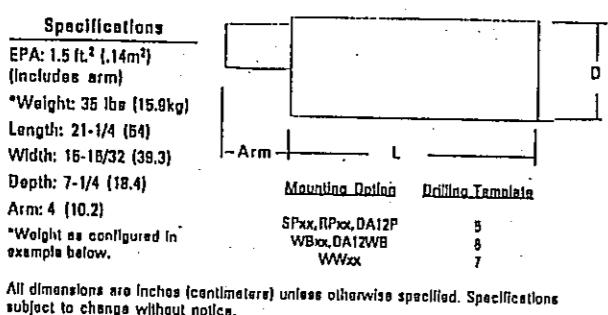
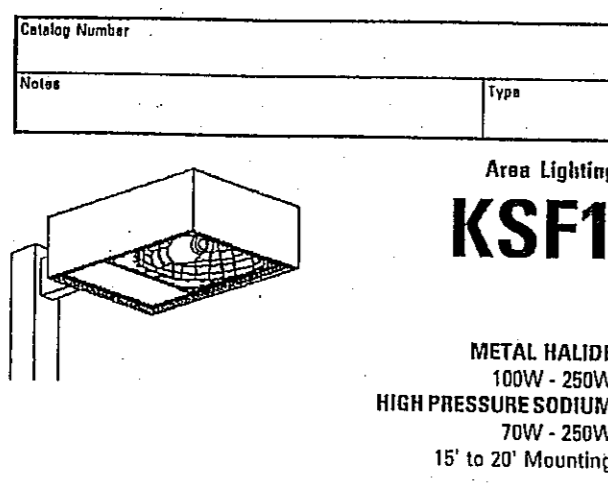
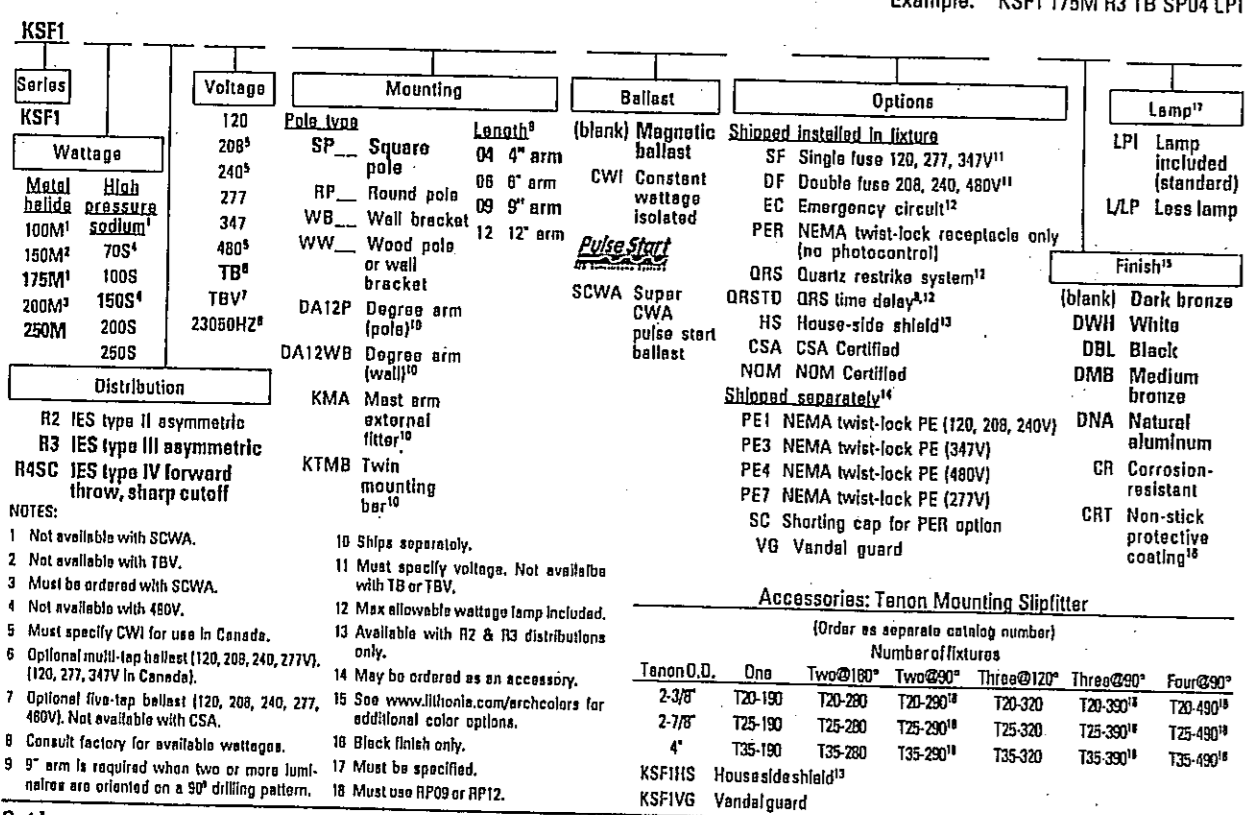
INTERIOR USE — Ideal for use in car lots, street lighting or parking areas.
CONSTRUCTION — Rugged, .002" thick, aluminum rectilinear housing. Formed for weather-tight seal and integrity. Naturally anodized, extruded aluminum door frame with mirrored corners is retained with (two) .188" diameter hinge pins and secured with (one) quarter-turn, quick-release fastener. Weatherproof seal between housing and door frame is accomplished with an integrally designed, extruded silicone gasket that seeps into door frame and another gasket applied to the housing.

FINISH — Standard finish is dark bronze (00B) polyester powder finish with other architectural colors available.
OPTICAL SYSTEM — Reflector: anodized and segmented for superior uniformity and control. Reflector attach with tool-less fasteners and are replaceable and interchangeable. Three cutoff distributions available: Type II (Roadway), Type III (Asymmetric), Type IV (Forward Throw, Sharp Cutoff). Lens: 0.125" thick, impact-resistant, tempered, glass with thermally-applied, silk screened shield.

ELECTRICAL SYSTEM — Ballast: High resistance, high power factor for 70-150W. Constant wattage autotransformer for 175-250W. Metal halide 150W and below are standard with pulse-start ignitor technology; super DSWA pulse-start ballast required for 200W (SCWA optional). Ballast is copper-wound and 100% factory-tested.
 Socket: Porcelain, horizontally mounted medium base socket for 10-100W and position-oriented mogul base socket for 175W and above, with copper alloy, nickel-plated screw shell and center contact. UL listed 150W, 60V.
INSTALLATION — Extruded aluminum arm for pole or wall mounting is shipped in future carton. Optional mounting available.
LISTING — UL Listed (standard), CSA Certified (see options), NEMA Certified (see options), UL Listed for 27°C ambient temperatures and wet locations. IP65 rated.

ORDERING INFORMATION

For shortest lead times, configure product using standard options (shown in bold). Example: KSF1 175M R3 TB SP04 LPI



LUMINAIRE SCHEDULE

Symbol	Label	Qty	Catalog Number	Description	Lamp	File	Lumens	LLF	Watts
HA	HA	4	LITHONIA #KSF1 250M RASC (SINGLE - 20' POLE HTG)	Specification Area Luminaire, 250W Metal Halide, RASC Sharp Cutoff Reflector, Full Cutoff MEETS THE NIGHTTIME FRIENDLY CRITERIA	ONE (1) 250 WATT CLEAR BT28 PULSE START METAL HALIDE LAMP IN HORIZONTAL POSITION	KSF1_250M_R 45C.las	22500	0.72	288
HB	HB	2	LITHONIA #KSF1 250M R3 HS (SINGLE - 20' POLE HTG)	Specification Area Luminaire, 250W Metal Halide, R3 Reflector with house-side shield, Full Cutoff MEETS THE NIGHTTIME FRIENDLY CRITERIA	ONE (1) 250 WATT CLEAR BT28 PULSE START METAL HALIDE LAMP IN HORIZONTAL POSITION	KSF1_250M_R 3_HS.las	22500	0.72	288

STATISTICS

Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
Calc Zone #1	+	0.3 fc	6.5 fc	0.0 fc	N/A	N/A
MINIMUM & MAXIMUM VALUES AT GRADE	K	1.8 fc	6.5 fc	0.4 fc	16.3:1	4.5:1

LUMINAIRE LOCATIONS

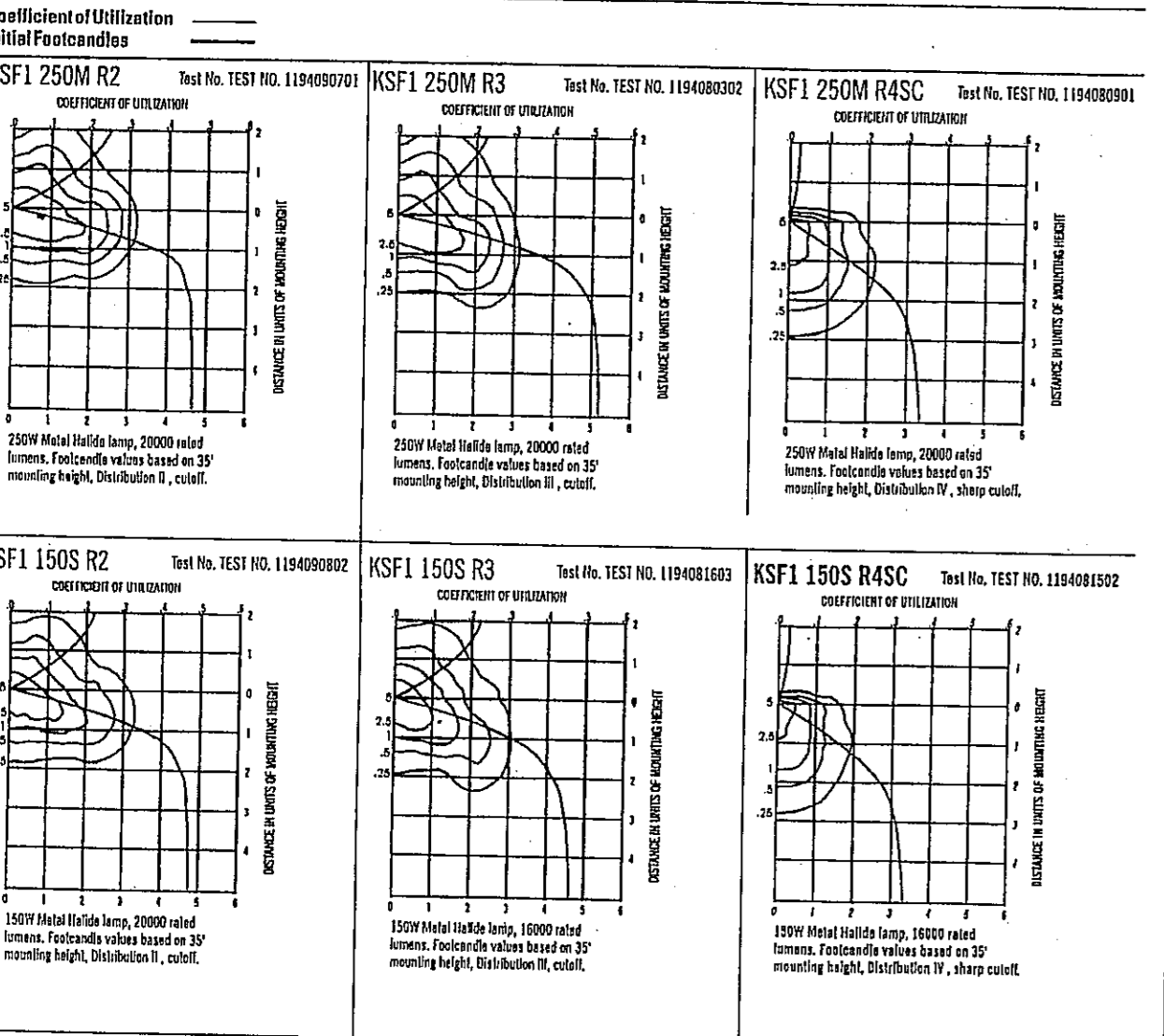
No.	Label	X	Y	MH	Orientation
1	HA	26.3	95.6	20.0	48.9
2	HA	7.4	168.4	20.0	90.0
3	HA	90.4	291.9	20.0	180.0
4	HA	29.0	240.8	20.0	139.1
5	HB	74.9	43.7	20.0	98.1
6	HB	87.9	-64.5	20.0	58.9

NOTES

- SEE MH COLUMN OF LUMINAIRE LOCATIONS FOR MOUNTING HEIGHTS.
- SEE LUMINAIRE SCHEDULE FOR LIGHT LOSS FACTORS.
- CALCULATIONS ARE SHOWN IN FOOTCANDLES AT GRADE SURFACE.

THE ENGINEER AND/OR ARCHITECT MUST DETERMINE APPLICABILITY OF THE LAYOUT TO EXISTING / FUTURE FIELD CONDITIONS. THIS LIGHTING LAYOUT REPRESENTS ILLUMINATION LEVELS CALCULATED FROM LABORATORY DATA TAKEN UNDER CONTROLLED CONDITIONS IN ACCORDANCE WITH ILLUMINATING ENGINEERING SOCIETY APPROVED METHODS. ACTUAL PERFORMANCE OF ANY MANUFACTURER'S LUMINAIRE MAY VARY DUE TO VARIATION IN ELECTRICAL VOLTAGE, TOLERANCE IN LAMPS, AND OTHER VARIABLE FIELD CONDITIONS. MOUNTING HEIGHTS INDICATED ARE FROM GRADE AND/OR FLOOR UP. GBA DOES NOT ACT AS THE CIVIL OR STRUCTURAL ENGINEER AND DOES NOT DETERMINE BASE REQUIREMENTS. POLES SPECIFICATIONS ARE NOT INCLUDED WITH EXTERIOR LIGHTING PHOTOMETRIC ANALYSIS. THESE LIGHTING CALCULATIONS ARE NOT A SUBSTITUTE FOR INDEPENDENT ENGINEERING ANALYSIS OF LIGHTING SYSTEM SUITABILITY AND SAFETY. THE ENGINEER AND/OR ARCHITECT IS RESPONSIBLE TO REVIEW FOR MICHIGAN ENERGY CODE AND LIGHTING QUALITY COMPLIANCE.

KSF1 Arm-Mounted Rectilinear Cutoff Lighting

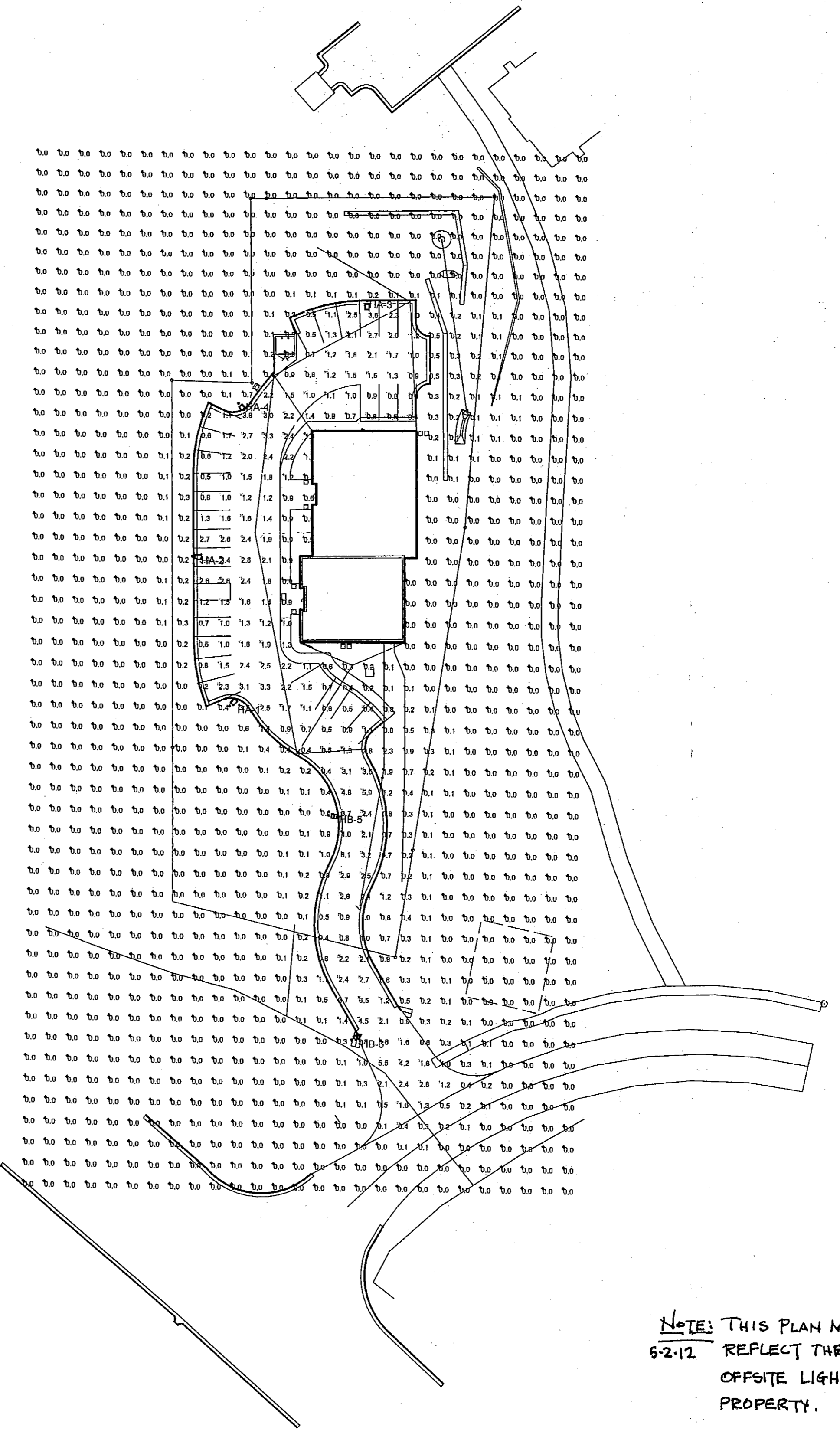


Mounting Height Correction Factor
 (Multiply the fc level by the correction factor)

15 ft = 1.1
 20 ft = 1.2
 25 ft = 1.3

Relating Mounting Height to Correction Factor

NOTES:
 1. For electrical characteristics, consult technical data tab.
 2. Used to correct IES and IESNA standards under established laboratory conditions. Various operating factors can cause differences between laboratory and actual field measurements. Dimensions and specifications are based on the most current available data and are subject to change.
 3. Photometric data for other distributions can be accessed from www.lithonia.com.



NOTE: THIS PLAN MUST BE REVISED TO 5-2-12 REFLECT THE NEW ENTRANCE & MOVING OFFSITE LIGHT "H-B-6" TO INSIDE THE PROPERTY.

BRIGHTON SPECIALTY CENTER - BRIGHTON, MI
 SITE LIGHTING PHOTOMETRIC ANALYSIS
 PREPARED FOR: TIM ADAMS
 GASSER BUSH ASSOCIATES

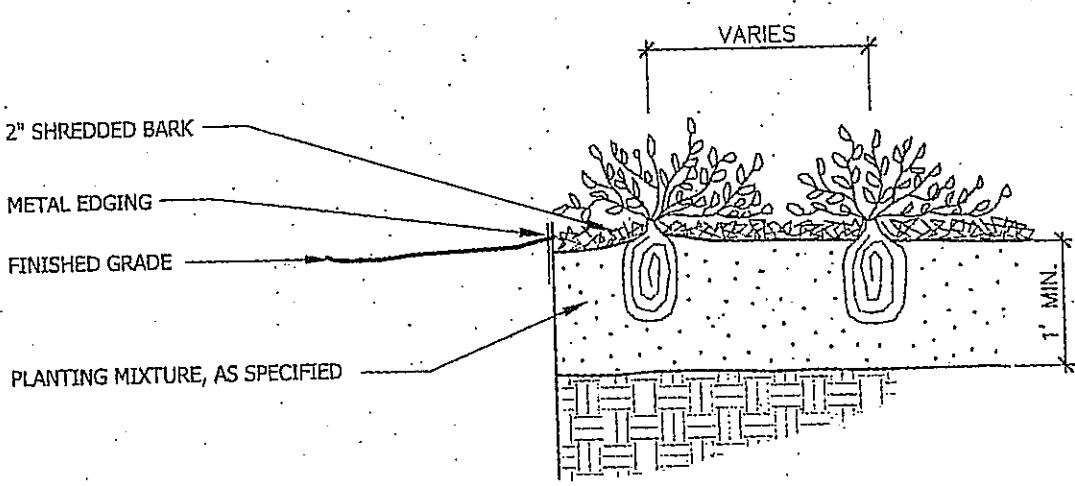
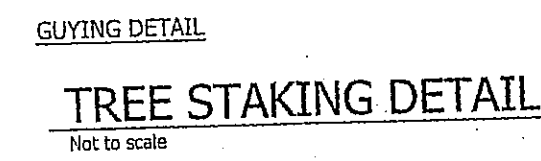
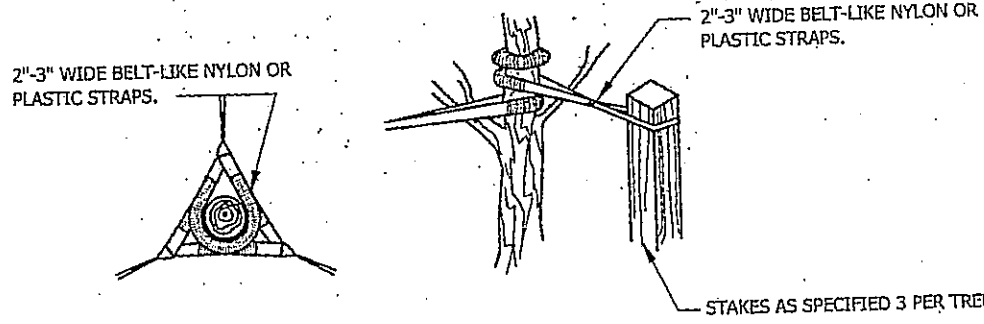
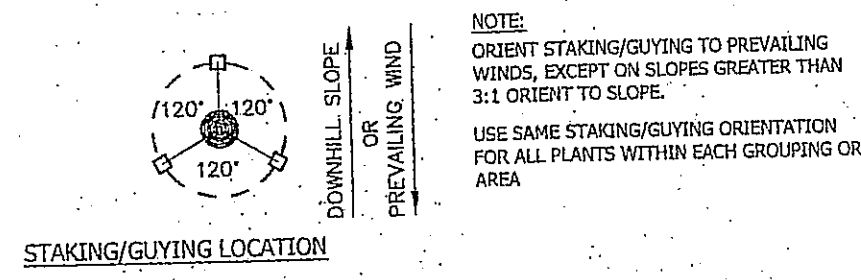
Designer /JAB
 Date JAN 09 2012
 Scale AS NOTED
 Drawing No. GBA12-37134-V1

LANDSCAPE NOTES

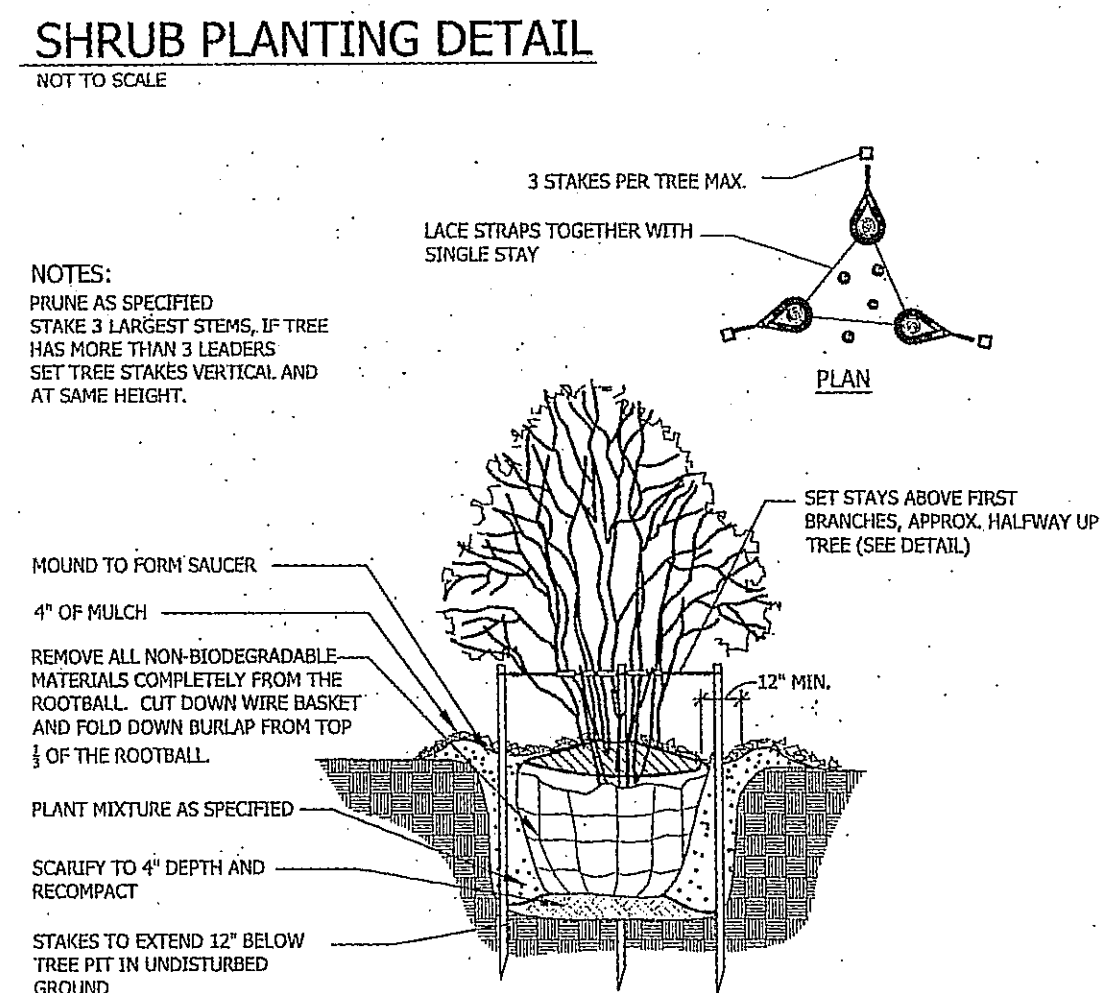
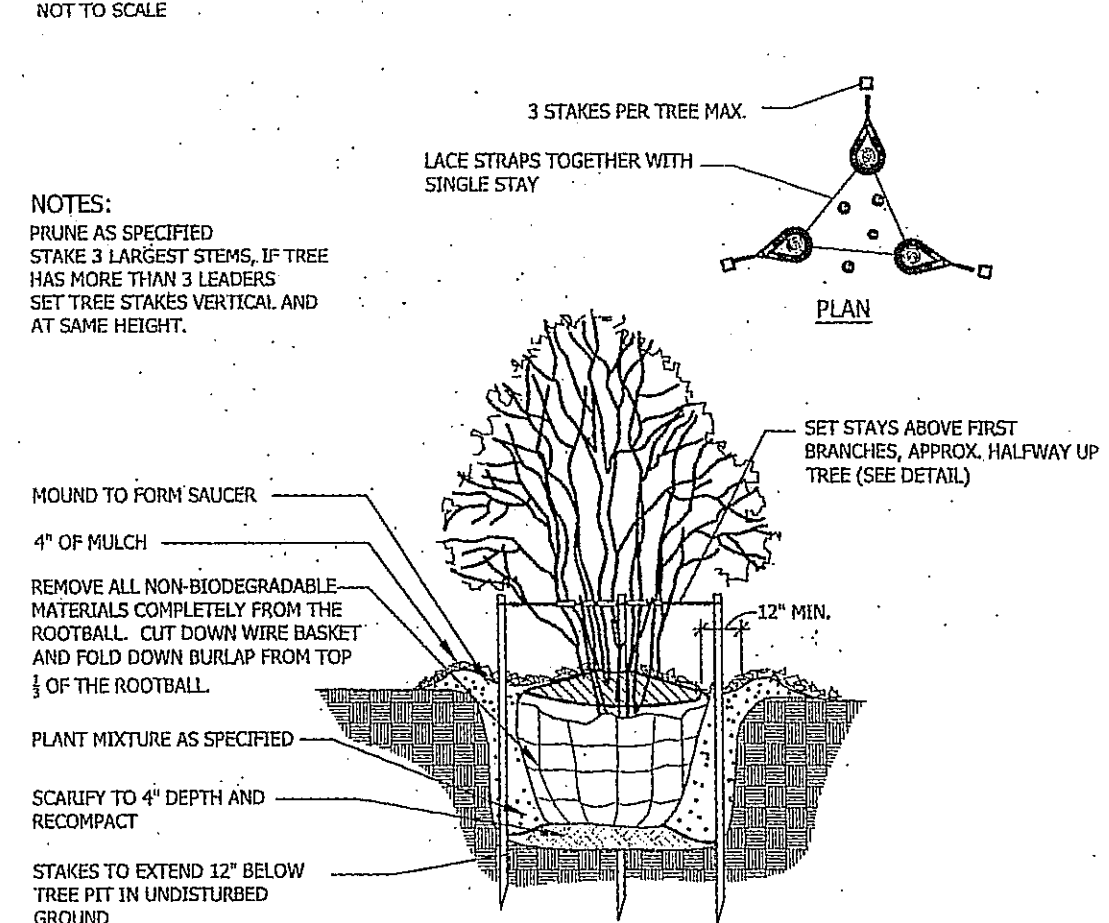
- All plant materials are to be installed in a sound, workman-like manner and in accordance with Genoa Township planting requirements.
- All plant materials shall be installed between March 15th and November 15th.
- All plant materials are to be northern nursery grown no. 1 grade. All plant materials shall conform to the current AAN standards for nursery stock.
- All trees shall have a central leader and radial branching structure. Park grade trees will not be accepted. All trees shall be balled and burlapped.
- Mulch shall be natural color, finely shredded hardwood bark for all plantings. Depth shall be 4" for trees in 4" diameter circle pulled 3" away from the trunk. Depth shall be 3" for shrub beds and 2" for perennials.
- All plant material shall be warranted for a full year after the date of acceptance by the Owner. All unhealthy and dead plant material shall be replaced within 1 year or the next appropriate planting period whichever comes first.
- Any proposed plant substitutions or deviations must be approved by the Owner in writing.
- All tree wrap, stakes and guys must be removed by July 1 following the first winter season after installation.
- All landscape areas are to be watered by a fully automatic irrigation system.
- Contractor is to remove all construction debris and excess materials from the site prior to acceptance.

PLANT LIST

KEY QTY.	BOTANIC NAME	COMMON NAME	SIZE
CP 8	Berberis thunbergii 'Crimson Pygmy'	Crimson Pygmy Barberry	24" ht.
SD 9	Hemerocallis 'Stella D'oro	Stella D'oro Daylily	2 gal.
HH 4	Hedera helix	English Ivy	48" flat
SG 14	Juniperus x chinensis 'Sea Green'	Sea Green Juniper	30" ht.
KT 2	Katsura japonica	Katsura Tree	3" cal.
RJ 2	Malus 'Red Jewel'	Red Jewel Crabapple	2" cal.
SC 2	Malus 'Snowdrift'	Snowdrift Crabapple	2" cal.
DR 3	Metasequoia glyptostroboides	Dawn Redwood	6'-8" ht.
HB 4	Ostrya virginiana	Hophornbeam	3" cal.
DF 15	Pennisetum alopecuroides 'Hameln'	Dwarf Fountain Grass	2 gal.
NS 5	Picea abies	Norway Spruce	5'-6" ht.
BS 9	Picea glauca	Blue Spruce	5'-6" ht.
JP 9	Potentilla suffruticosa 'Jackman'	Jackman Potentilla	24" ht.
CS 6	Pyrus calleryana 'Cleveland Select'	Cleveland Select Pear	2.5" cal.
AJ 12	Sedum x 'Autumn Joy'	Autumn Joy Sedum	2 gal.
EY 7	Taxus x media 'Everlow'	Everlow Yew	24" ht.
HE 3	Ulmus x 'Homestead'	Homestead Elm	3" cal.
KS 11	Viburnum carlesii 'Korean Spice'	Korean Spice Viburnum	30" ht.



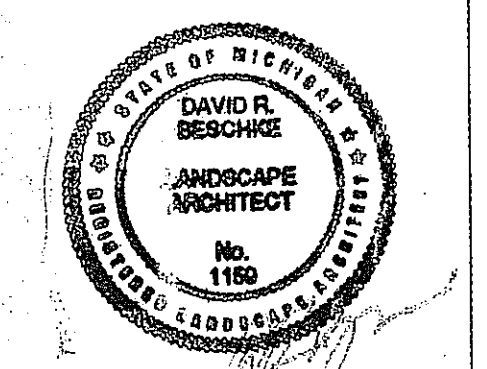
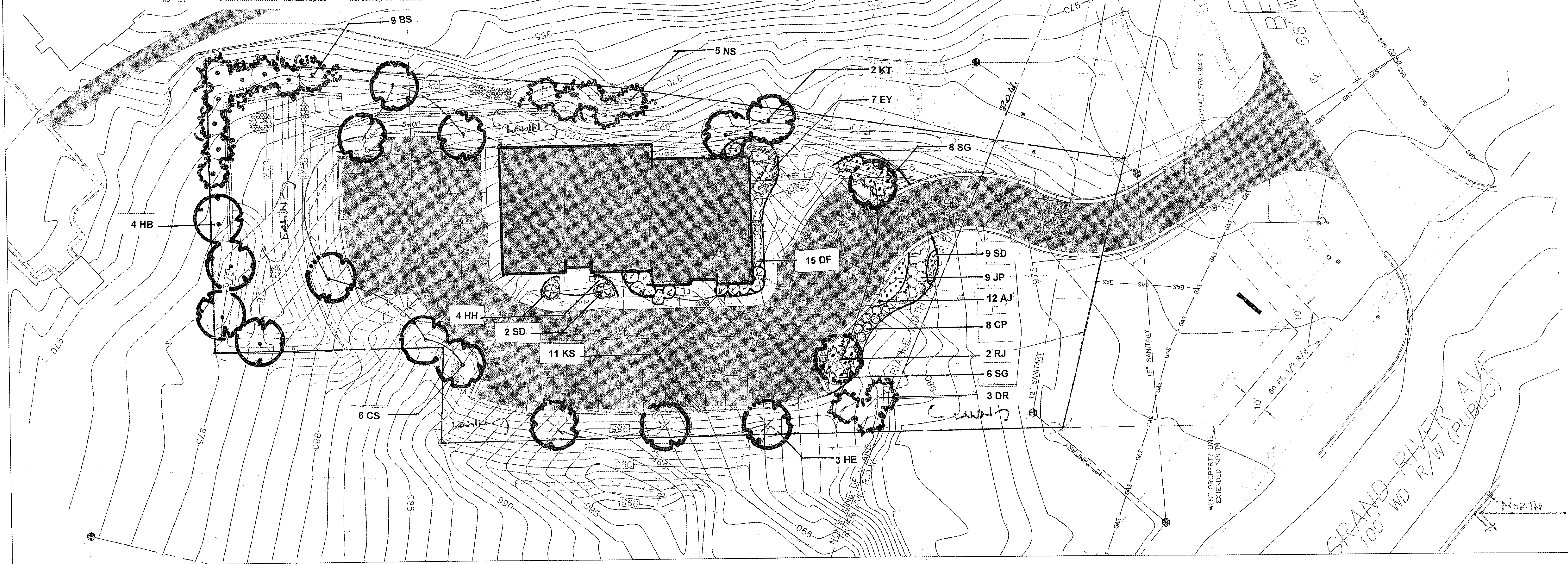
SHRUB PLANTING DETAIL



MULTI-STEM TREE PLANTING DETAIL



EVERGREEN TREE PLANTING DETAIL



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FOR THE LOCATION OF UNDERGROUND FACILITIES
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LANDSCAPE PLAN
BENDIX ROAD

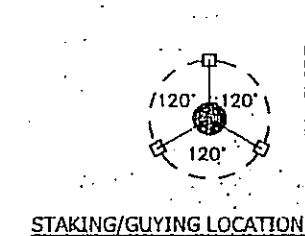
PROJECT	SITE INFO.	SHEET TITLE
		4/21/12
DATE	2/18/12	
DRAWN BY	CAJ	
CHECKED BY		
SCALE	1" = 20'	
BFT JOB	11-3775	
SHEET	10 OF 10	

LANDSCAPE NOTES

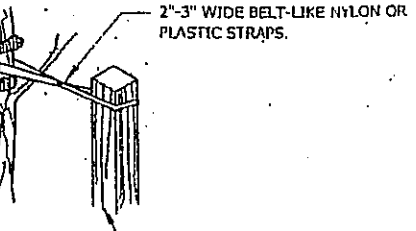
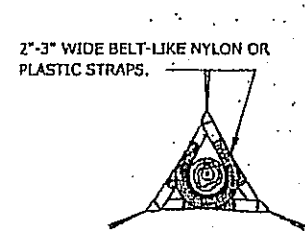
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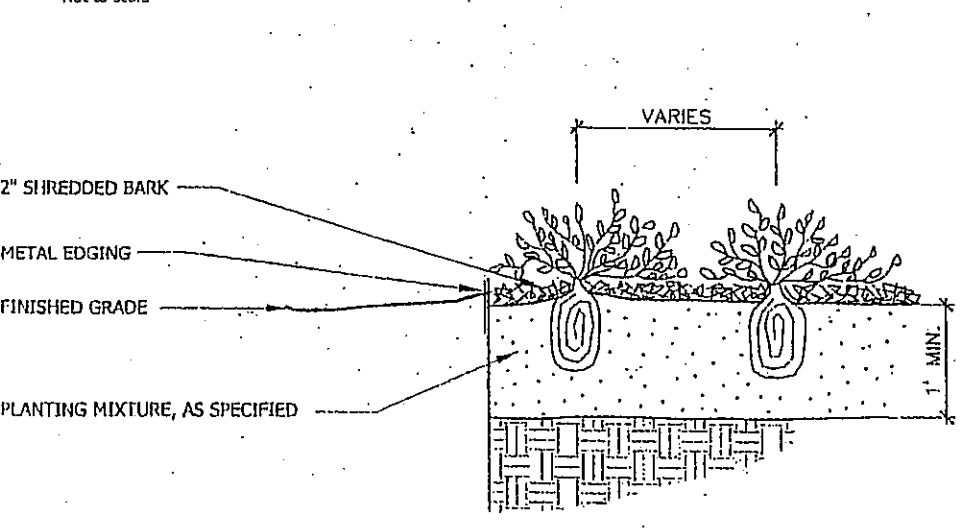
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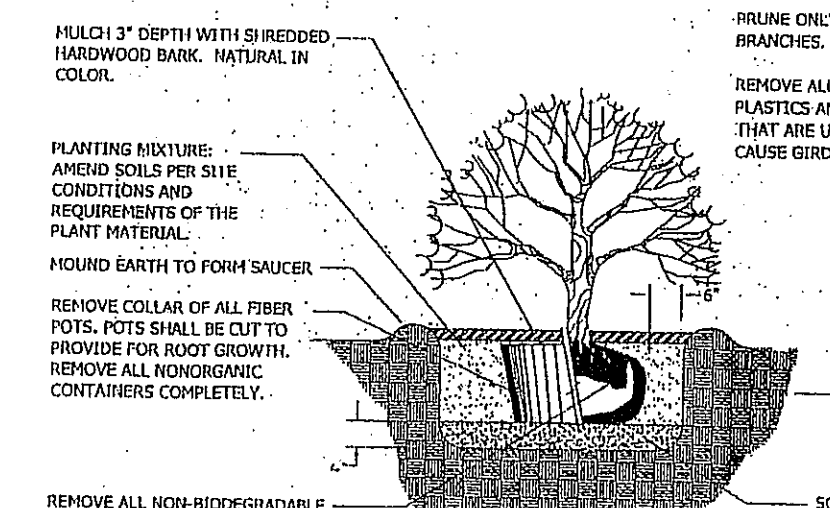
NOTE: URGENT STAKING/GUYING TO PREVAILING WINDS, EXCEPT ON SLOPES GREATER THAN 3:1 ORBIT TO SLOPE. USE SAME STAKING/GUYING ORIENTATION FOR ALL PLANTS WITHIN EACH GROUPING OR AREA.



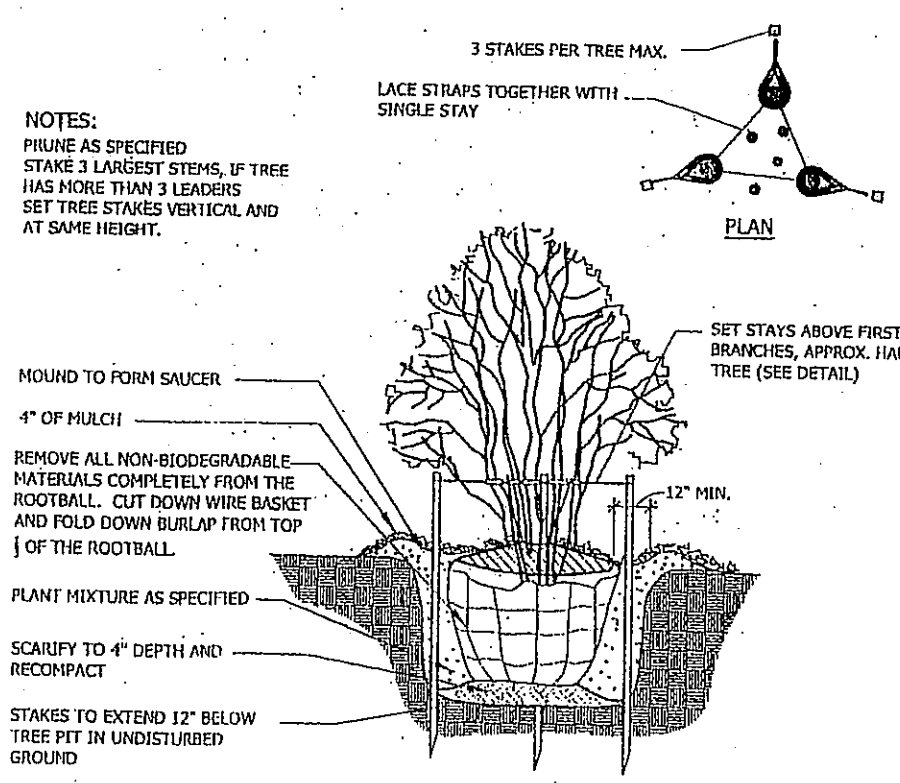
TREE STAKING DETAIL
Not to scale



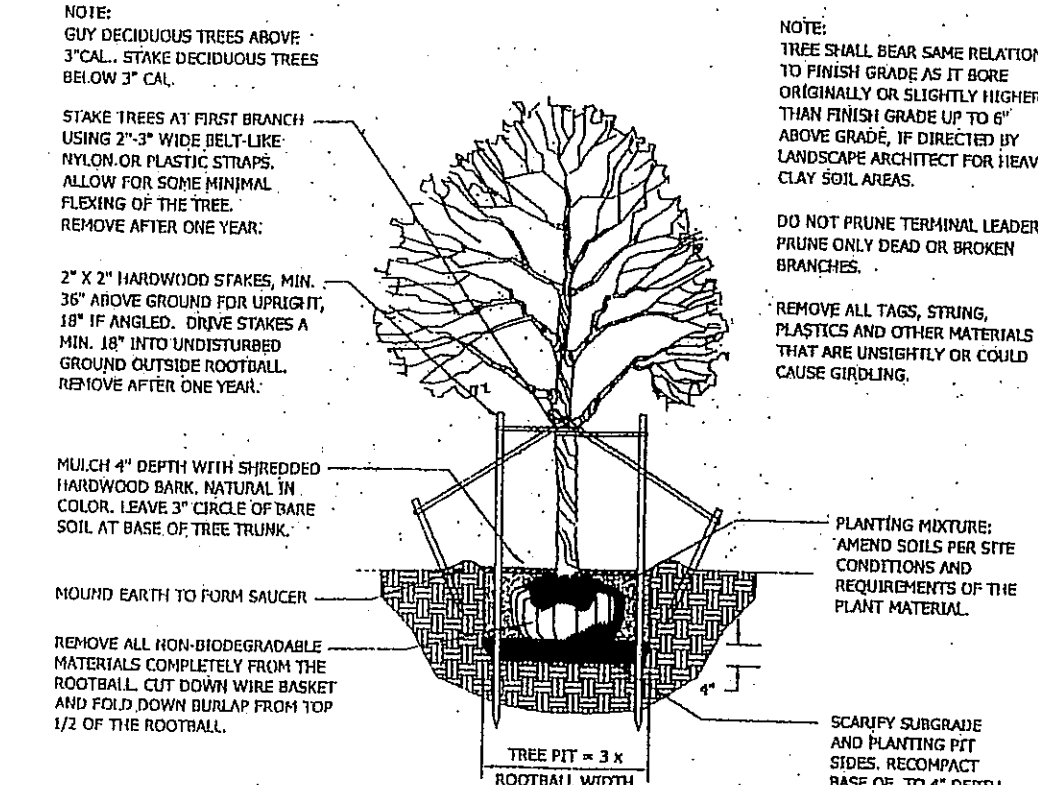
PERENNIAL PLANTING DETAIL
Not to scale



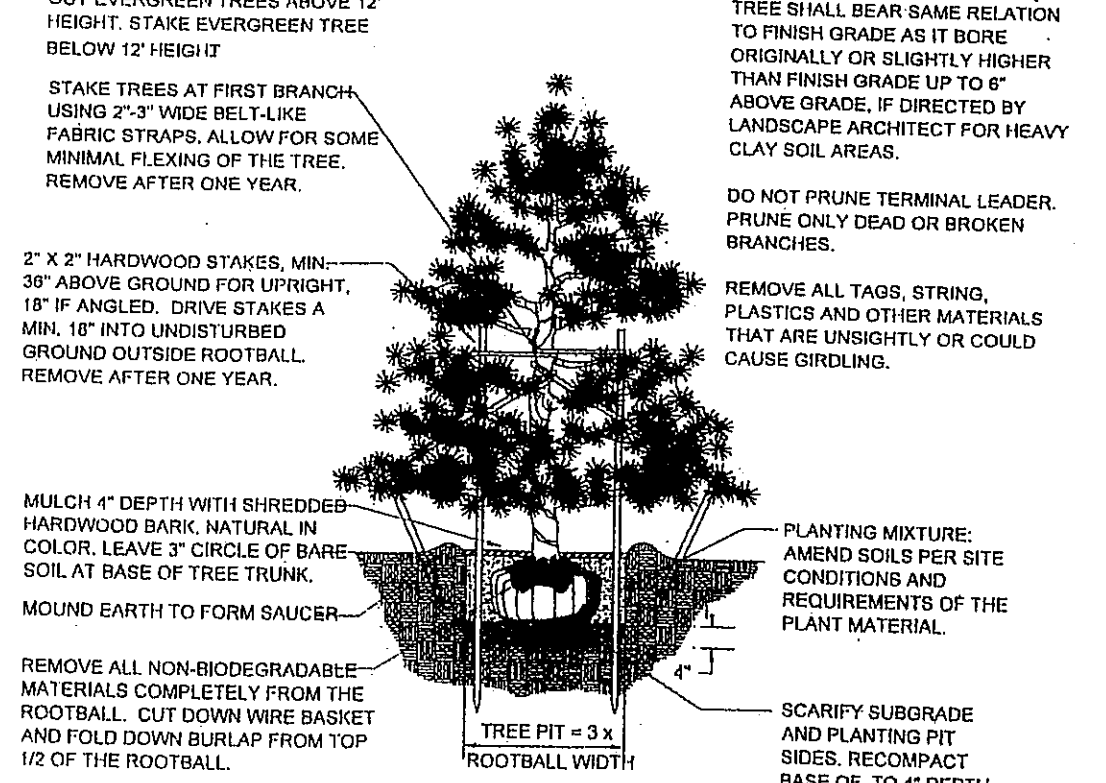
SHRUB PLANTING DETAIL
Not to scale



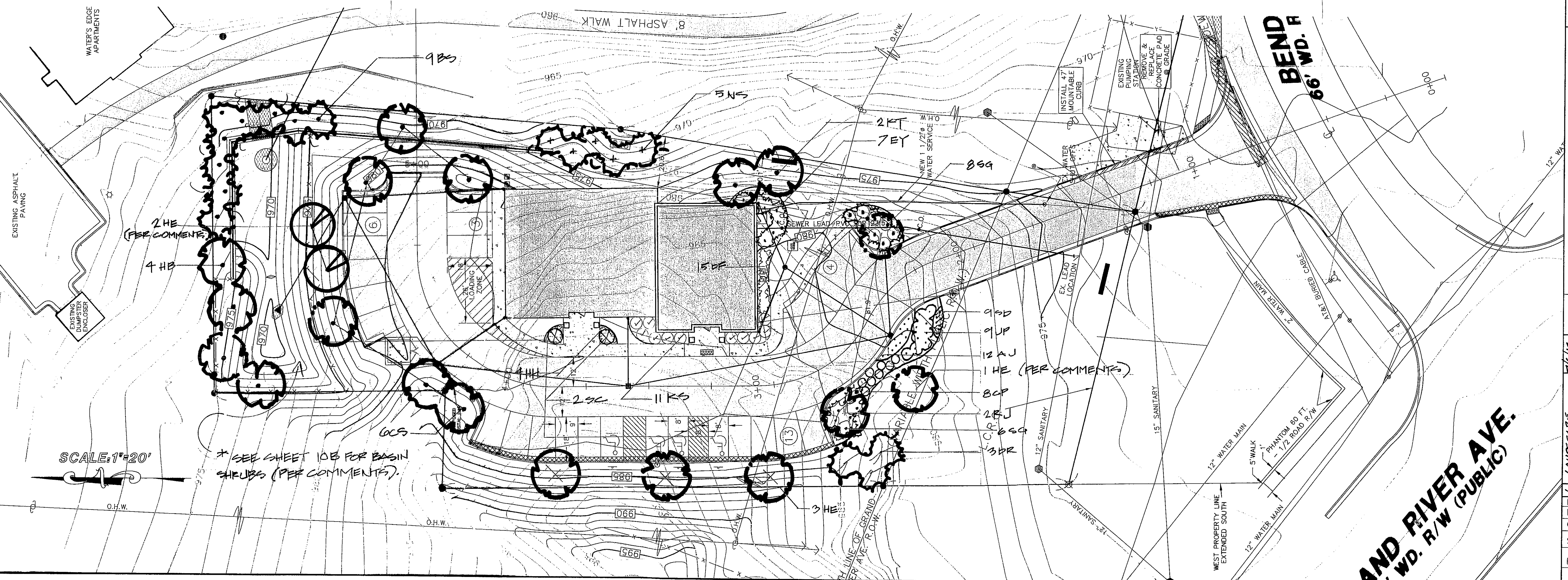
MULTI-STEM TREE PLANTING DETAIL
Not to scale



DECIDUOUS TREE PLANTING DETAIL



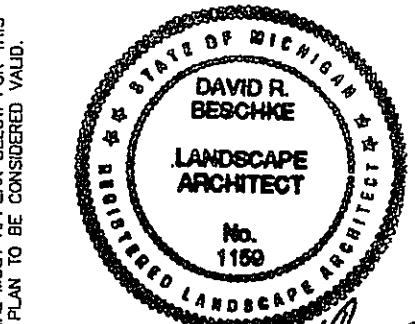
EVERGREEN TREE PLANTING DETAIL



SCALE: 1"=20'

* SEE SHEET 10B FOR BASIN SHRUBS (PER COMMENTS).

B.F. Thompson P.C.
civil engineering & land surveying
VOICE 517/548-3142
FAX 517/548-0049
EMAIL bftompson@comcast.net
1520 GULLEY ROAD,
HOWELL MI, 48843

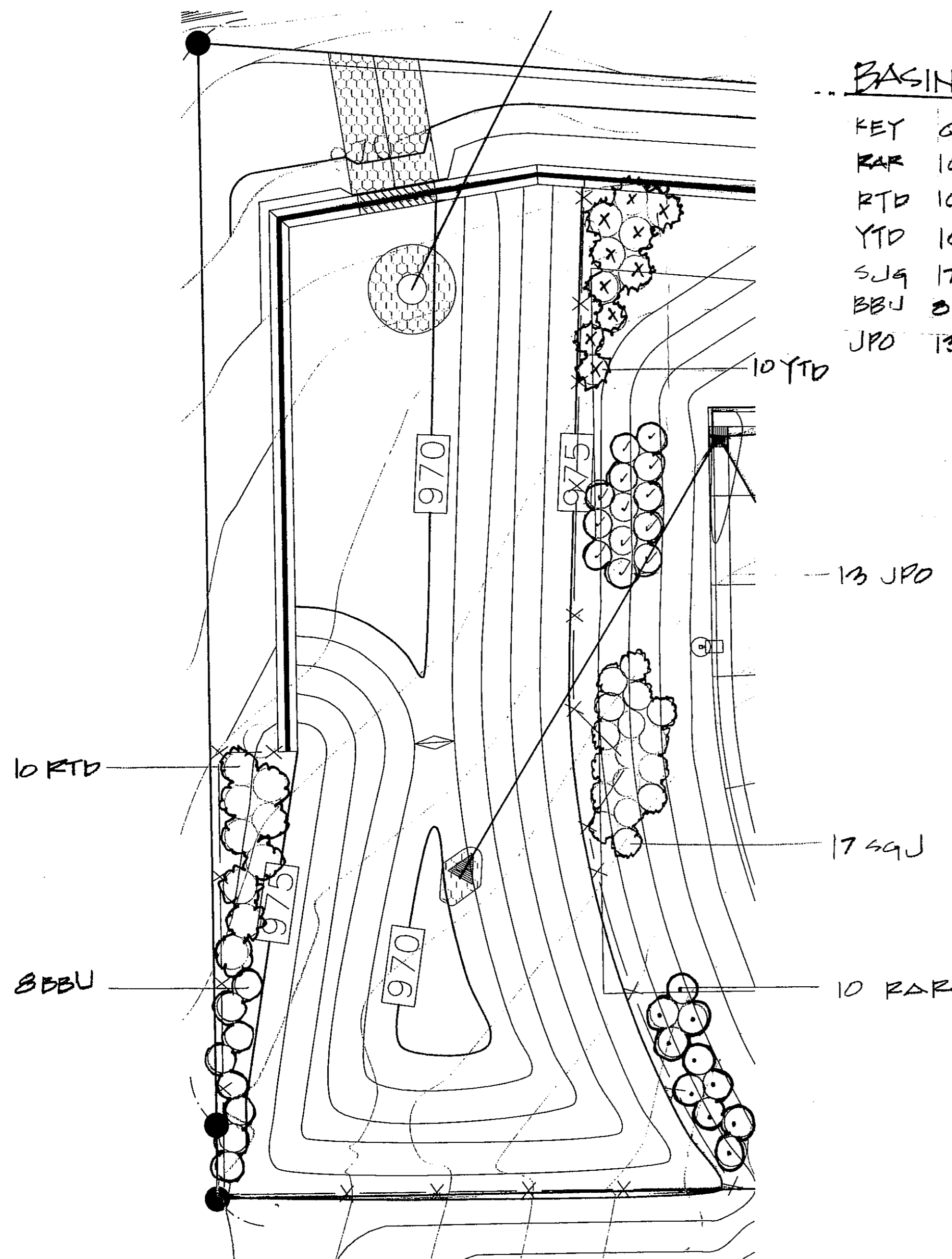


UTILITIES NOTE: Utility locations are from Municipal and various utility companies. It is given by utility owners to stake the location of the utility in any area where construction is planned. It is the contractor's responsibility to verify the construction until such time as work starts, and shall not start, or have relocated, at contractor's expense, all utilities and stakes that might be disturbed by construction. It is the contractor's responsibility to notify the various utility owners in accordance with Michigan P.A. No. 53 of 1974.

'BRIGHTON SPECIALTY CENTER'
CLIENT: NOTABLE REALTY - ATT: MR. TIM ADAMS
4085 TAGGETT LAKE DR.
HIGHLAND, MI, 48357
SITE LOCATION: SEC. 13, T.2N., R.5E.,
GENOA TWP., LIVINGSTON CO.
TAX I.D. #11-13-200-012

NO.	REVISION	DATE

Date: 3/18/12
Drawn By:
Chkd. By:
Scale: 1"=20'
BFT Job: #11-3775
Sh. 10 of 10



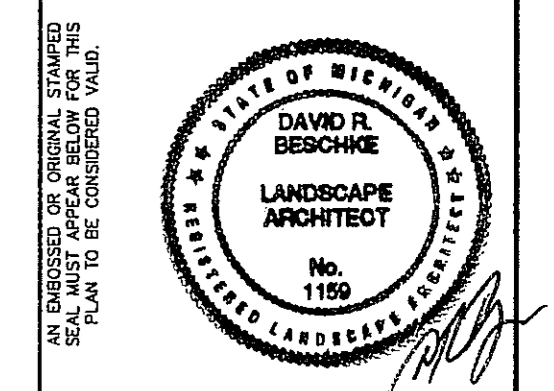
SCALE: 1"=10'

BASIN PLANT LIST.

KEY	QTY.	POT. NAME	COMMON NAME	SIZE
RAR	10	RHUS AROMATICA	FRAGRANT SUMAC	30"
RTD	10	CORNUS SERICEA 'BAILEY'	REDTWIG DOGWOOD	30"
YTD	10	CORNUS SERICEA 'FLAVAMEA'	YELLOWTWIG DOGWOOD	30"
SJG	17	JUNIPERUS CHI. 'SEAGREEN'	SEAGREEN JUNIPER	30"
BBU	8	BUONTMUS ALATA	BURNING BUSH	30"
JPD	13	POTENTILLA SUP. 'JACKMAN'	JACKMAN POTENTILLA	30"

NOTE: 10 SHRUBS PER 50 LF BASIN PERIMETER REQ'D.
 68 REQ'D - 68 PROVIDED.
 (PER COMMENTS).

B.F. Thompson P.C.
 civil engineering & land surveying
 VOICE 517/548-3142
 FAX 517/548-0049
 EMAIL bftompsonpc@comcast.net
 1520 GULLEY ROAD,
 HOWELL, MI, 48843




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 FOR THE LOCATION OF UNDERGROUND FACILITIES
 UTILITIES NOTE: Utility locations are from Municipal and various utility Company records and no guarantee, either implied or expressed, is given by this plan. The contractor shall verify the location of the utility in any area where construction will take place, 72 hours before such work starts, and shall not start construction until such stakes have been placed. The Contractor shall protect or disturbed by construction. It is the contractor's responsibility to notify the various utility owners in accordance with Michigan P.A. No. 53 of 1974.

PROJECT		'BRIGHTON SPECIALTY CENTER'	
CLIENT:		NOTABLE REALTY - ATT: MR. TIM ADAMS 4085 TAGGETT LAKE DR. PISCATAWAY, MI, 48320, R.5E	
SITE INFO:		SITE LOCATION: GENOA, TWP., LIVINGSTON CO. TAX I.D. #11-13-200-012	
SHEET TITLE		LANDSCAPE PLAN	
NO.	REVISION	DATE	
1			
Date: 3/18/12			
Drawn By:			
Chkd. By:			
Scale: 1"=20'			
BFT Job: #11-3775			
Sh. 10 of 10			

MEMORANDUM

TO: Township Board

FROM: Michael Archinal 

DATE: 8/3/12

RE: Litter Ordinance Adoption

The recently adopted litter ordinance (based on the MTA boilerplate) included some material weaknesses. The Township Attorney has revised the ordinance to correct these weaknesses. As a Charter Township ordinance adoption requires two meetings. The first step is an introduction and direction to staff to issue statutory notice. Please consider the following action:

Moved by _____, supported by _____, to schedule a public hearing for August 20 2012 to consider an amendment to the Township litter ordinance and to direct staff to issue statutory notice.

LITTER ORDINANCE

AN ORDINANCE TO PROVIDE FOR THE REGULATION, CONTROL AND PROHIBITION OF LITTERING OF OR ON PROPERTY OR WATERS OF AND IN GENOA TOWNSHIP; AND TO PROVIDE PENALTIES FOR VIOLATION OF SAID ORDINANCE.

THE TOWNSHIP OF GENOA, LIVINGSTON COUNTY, MICHIGAN ORDAINS:

SECTION 1. DEFINITIONS

The term "litter" shall include, without limitation, all rubbish, refuse, water material, garbage, including but not limited to the following; waste composed of animal, fish, fowl fruit or vegetable matter, dead animals, putrescible and non-putrescible solid waste (except body wastes), glass, cans bottles, discarded or abandoned machinery, equipment or parts thereof, discarded or abandoned motor vehicles or parts thereof, parts of broken furniture, furniture not designed for outdoor use, stoves or other appliances and industrial wastes.

The term "person" shall include all natural persons, firms, co-partnerships, corporations, and all associations of natural persons, incorporated or unincorporated, whether acting by themselves, or by agent or employee. All persons who violate any provision of this ordinance, whether as owner, occupant, lessee, agent or employee shall be equally liable as any principal.

The term "public and private property" means all open property located in the township and includes, but is not limited to, any and all streets, right of way of any street, road or highway, sidewalk, boulevard, alley or other public way and any and all public park, square, open space, conservation or recreation area playground or building; and residential or farm properties or timberlands.

The term "vehicle" means every motor vehicle required to be registered under the provisions of Act. No. 300 of Public Act of 1949 of the State of Michigan, the Michigan Vehicle Code, as amended, (MCL 257.1, et seq) to operate on a public road.

The term "vessel" means every description of watercraft other than a seaplane on the water, used or capable of being used as a means of transportation on water.

The term "waters" means any body of water or watercourses, or the shore or beach thereof, including the ice above the water.

SECTION 2. LITTERING; PUBLIC AND PRIVATE PROPERTY

(1) ~~It shall be unlawful for any person to knowingly, without consent of the township or the owner of private property in this township, to dump, deposit, place, throw or leave, or cause or permit the dumping, depositing, placing, throwing or leaving, of litter in or~~

upon any public or private property or any waters within the township other than property designated and set aside by the township for such purposes, or except in public receptacles and private receptacles for collection and disposal.

(2) Subject to Section 4, it shall be unlawful for the owner or a person in control of any private property to fail to maintain his or her property free of litter. Placement of Litter in receptacles pursuant to Section 4 shall only be done as reasonably necessary for the purposes of collection and disposal.

SECTION 3. LITTER THROWN BY PERSONS IN VEHICLES

It shall be unlawful for any person while a driver or passenger in a vehicle or vessel to throw or deposit litter upon any street, roadway or waters or other public or private property within the township.

SECTION 4. PLACEMENT OF LITTER IN RECEPTACLES SO AS TO PREVENT SCATTERING

Persons placing litter in public or private receptacles designed for such purposes shall do so in such a manner as to prevent it from being carried or deposited by the elements or by animals upon any street, sidewalk or other public or private lands or place.

SECTION 5. TRUCK LOADS CAUSING LITTER

No person shall drive or move any motor vehicle or trailer within the township unless such vehicle or trailer is so constructed or loaded as to prevent any load, contents or litter from being blown or deposited upon any street, alley or public or private lands or place.

SECTION 6. PRESUMPTIONS RE VEHICLES OR VESSELS

(1) In a proceeding for a violation of this ordinance involving litter from a motor vehicle or vessel, proof that the particular vehicle or vessel described in the citation, complaint or warrant was used in the violation, together with proof that the defendant named in the citation, complaint or warrant was the registered owner of the vehicle or vessel at the time of the violation, constitutes in evidence a presumption that the registered owner of the vehicle or vessel was the driver of the vehicle or vessel at the time of the violation.

(2) The driver of a vehicle or vessel is presumed to be responsible for litter which is thrown, dropped, dumped, deposited, placed or left from the vehicle or vessel on public or private property or waters.

(3) In a proceeding for a violation of this act involving litter from a leased vehicle or leased vessel, proof that the particular vehicle or vessel described in the citation, complaint or warrant was used in the violation, together with proof that the defendant named in the citation, complaint or warrant was the lessee of the vehicle or vessel at the time of the violation, constitutes in evidence a presumption that the lessee of the vehicle or vessel was the driver of the vehicle or vessel at the time of the violation.

SECTION 7. VIOLATION; PUNISHMENT

Any violation of this ordinance by any person shall be deemed a misdemeanor and shall be punishable by a fine not to exceed Five Hundred Dollars (\$500.00) plus costs of prosecution, or by imprisonment in the county jail not to exceed ninety (90) days, or by both such fine and imprisonment plus costs of prosecution. The court in lieu of any sentence imposed, may direct a substitution of litter gathering labor, including, but not limited to, the litter connected with the particular violation, and proper disposal of said litter, under the supervision of the court. Each day that a violation continues shall be deemed to be a separate violation. This ordinance shall not prevent the township from using other methods or means available under Michigan law pertaining to litter problems or violations.

SECTION 8. CONFLICTING PROVISIONS REPEALED

Ordinances or parts of ordinances in conflict or inconsistent herewith are hereby repealed.

SECTION 9. SEVERABILITY

This ordinance and various parts, sections and clauses thereof are hereby declared severable. If any part, section, paragraph or clause is adjudged invalid, it is hereby provided that the remainder of the ordinance shall not be affected thereby.

This ordinance shall take effect on the

day of ,2012.

STATE OF MICHIGAN)
) SS.
COUNTY OF LIVINGSTON)

I hereby certify that the foregoing ordinance is a true copy of the ordinance enacted by the township board on the day of , 2012, and that the necessary legal provisions have been observed.

Polly Skolarus, Township Clerk

I, Polly Skolarus, Clerk of the Township of Genoa, hereby certify that the foregoing ordinance was published within ten days after adoption by printing the same in the Livingston County Press on the day of , 2012.

Polly Skolarus, Township Clerk

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The term "litter" shall include, without limitation, all rubbish, refuse, water material, garbage, including but not limited to the following; waste composed or animal, fish, fowl fruit or vegetable matter, dead animals, putrescible and non-putrescible solid waste (except body wastes), glass, cans bottles, discarded or abandoned machinery, equipment or parts thereof, discarded or abandoned motor vehicles or parts thereof, parts of broken furniture, furniture not designed for outdoor use, stoves or other appliances and industrial wastes.

The term "person" shall include all natural persons, firms, co-partnerships, corporations, and all associations of natural persons, incorporated or unincorporated, whether acting by themselves, or by agent or employee. All persons who violate any provision of this ordinance, whether as owner, occupant, lessee, agent or employee shall be equally liable as any principal.

The term "public and private property" means all open property located in the township and includes, but is not limited to, any and all streets, right of way of any street, road or highway, sidewalk, boulevard, alley or other public way and any and all public park, square, open space, conservation or recreation area playground or building; and residential or farm properties or timberlands.

The term "vehicle" means every motor vehicle required to be registered under the provisions of Act. No. 300 of Public Act of 1949 of the State of Michigan, the Michigan Vehicle Code, as amended, (MCL 257.1, et seq) to operate on a public road.

The term "vessel" means every description of watercraft other than a seaplane on the water, used or capable of being used as a means of transportation on water.

The term "waters" means any body of water or watercourses, or the shore or beach thereof, including the ice above the water.

SECTION 2. LITTERING; PUBLIC AND PRIVATE PROPERTY

(1) It shall be unlawful for any person to knowingly dump, deposit, place, throw or leave, or cause or permit the dumping, depositing, placing, throwing or leaving, of litter in or upon any public or private property or any waters within the township other than

property designated and set aside by the township for such purposes, or except in public receptacles and private receptacles for collection and disposal.

(2) Subject to Section 4, it shall be unlawful for the owner or a person in control of any private property to fail to maintain his or her property free of litter. Placement of Litter in receptacles pursuant to Section 4 shall only be done as reasonably necessary for the purposes of collection and disposal.

SECTION 3. LITTER THROWN BY PERSONS IN VEHICLES

It shall be unlawful for any person while a driver or passenger in a vehicle or vessel to throw or deposit litter upon any street, roadway or waters or other public or private property within the township.

SECTION 4. PLACEMENT OF LITTER IN RECEPTACLES SO AS TO PREVENT SCATTERING

Persons placing litter in public or private receptacles designed for such purposes shall do so in such a manner as to prevent it from being carried or deposited by the elements or by animals upon any street, sidewalk or other public or private lands or place.

SECTION 5. TRUCK LOADS CAUSING LITTER

No person shall drive or move any motor vehicle or trailer within the township unless such vehicle or trailer is so constructed or loaded as to prevent any load, contents or litter from being blown or deposited upon any street, alley or public or private lands or place.

SECTION 6. PRESUMPTIONS RE VEHICLES OR VESSELS

(1) In a proceeding for a violation of this ordinance involving litter from a motor vehicle or vessel, proof that the particular vehicle or vessel described in the citation, complaint or warrant was used in the violation, together with proof that the defendant named in the citation, complaint or warrant was the registered owner of the vehicle or vessel at the time of the violation, constitutes in evidence a presumption that the registered owner of the vehicle or vessel was the driver of the vehicle or vessel at the time of the violation.

(2) The driver of a vehicle or vessel is presumed to be responsible for litter which is thrown, dropped, dumped, deposited, placed or left from the vehicle or vessel on public or private property or waters.

(3) In a proceeding for a violation of this act involving litter from a leased vehicle or leased vessel, proof that the particular vehicle or vessel described in the citation, complaint or warrant was used in the violation, together with proof that the defendant named in the citation, complaint or warrant was the lessee of the vehicle or vessel at the

time of the violation, constitutes in evidence a presumption that the lessee of the vehicle or vessel was the driver of the vehicle or vessel at the time of the violation.

SECTION 7. VIOLATION; PUNISHMENT

Any violation of this ordinance by any person shall be deemed a misdemeanor and shall be punishable by a fine not to exceed Five Hundred Dollars (\$500.00) plus costs of prosecution, or by imprisonment in the county jail not to exceed ninety (90) days, or by both such fine and imprisonment plus costs of prosecution. The court in lieu of any sentence imposed, may direct a substitution of litter gathering labor, including, but not limited to, the litter connected with the particular violation, and proper disposal of said litter, under the supervision of the court. Each day that a violation continues shall be deemed to be a separate violation. This ordinance shall not prevent the township from using other methods or means available under Michigan law pertaining to litter problems or violations.

SECTION 8. CONFLICTING PROVISIONS REPEALED

Ordinances or parts of ordinances in conflict or inconsistent herewith are hereby repealed.

SECTION 9. SEVERABILITY

This ordinance and various parts, sections and clauses thereof are hereby declared severable. If any part, section, paragraph or clause is adjudged invalid, it is hereby provided that the remainder of the ordinance shall not be affected thereby.

This ordinance shall take effect on the

day of ,2012.

STATE OF MICHIGAN)
)
COUNTY OF LIVINGSTON)

SS.

I hereby certify that the foregoing ordinance is a true copy of the ordinance enacted by the township board on the day of , 2012, and that the necessary legal provisions have been observed.

Polly Skolarus, Township Clerk

I, Polly Skolarus, Clerk of the Township of Genoa, hereby certify that the foregoing ordinance was published within ten days after adoption by printing the same in the Livingston County Press on the day of , 2012.

Polly Skolarus, Township Clerk

RESOLUTION 120806A
GENOA CHARTER TOWNSHIP
RESOLUTION FOR TRANSFER OF PROPERTY

The following resolution was

OFFERED BY _____

and

SUPPORTED BY _____

and unanimously passed a roll call vote having been taken; at a duly called public meeting of the Board of Trustees of Genoa Charter Township and held at the Genoa Township Hall located at 2911 Dorr Road, Brighton, Michigan 48116.

IT IS HEREBY RESOLVED that Genoa Charter Township shall quit claim deed parcel number 4711-09-100-037 to the Michigan Department of Transportation for the Latson Road Interchange project.

BE IT FURTHER RESOLVED that the Township Supervisor, Gary T. McCririe, and the Township Clerk, Paulette A. Skolarus, are hereby authorized to sign the said quit claim deed on behalf of the Township.

CERTIFICATION

Paulette A. Skolarus being the duly elected Clerk of Genoa Charter Township does hereby certify that this Resolution was duly passed at a public meeting of the Genoa Charter Township Board of Trustees held on August 6, 2012.

Paulette A. Skolarus
August 6, 2012

QUIT CLAIM DEED

Genoa Charter Township, a Michigan municipal corporation, whose address is 2911 Dorr Road, Brighton, Michigan 48116 (the "Grantor"), quit claims to the Michigan Department of Transportation, whose address is 425 W. Ottawa Street, P.O. Box 30050, Lansing, Michigan 48909 (the "Grantee"), the following described real property located within the Charter Township of Genoa, Livingston County, Michigan, legally described as follows:

Part of the Northwest 1/4 of Section 9, Town 2 North, Range 5 East, Genoa Township, Livingston County, Michigan, more particularly described as follows: Commencing at the Northwest Corner of Section 9, thence along the North line of Section 8, Town 2 North, Range 5 East, Genoa Township, Livingston County, Michigan, South 87 degrees 15 minutes 42 seconds West, 3.27 feet; thence along the Proposed Latson Road construction centerline, the following three (3) courses: 1) southerly along an arc right, having a length of 159.72 feet, a radius of 10000.00 feet, a central angle of 00 degrees 54 minutes 55 seconds, and a long chord which bears South 00 degrees 40 minutes 20 seconds West, 159.72 feet; 2) South 01 degrees 07 minutes 48 seconds West, 913.15 feet; 3) southerly along an arc left, having a length of 273.34 feet, a radius of 10000.00 feet, a central angle of 01 degrees 33 minutes 58 seconds, and a long chord which bears South 00 degrees 20 minutes 49 seconds West, 273.33 feet; thence North 89 degrees 34 minutes 04 seconds East 66.39 feet, to the Point of Beginning of the Parcel to be described; thence continuing North 89 degrees 34 minutes 04 seconds East, 33.00 feet, to the existing Easterly Right of Way line of Latson Road; thence along the Proposed Limited Access Right of Way line, the following five (5) courses; 1) South 01 degrees 46 minutes 12 seconds East, 182.00 feet, 2) South 45 degrees 07 minutes 09 seconds East, 114.42 feet; 3) South 88 degrees 29 minutes 51 seconds East, 222.00 feet; 4) South 80 degrees 34 minutes 02 seconds East 243.16 feet; 5) South 74 degrees 17 minutes 55 seconds East, 134.50 feet (recorded as 134.45 feet); thence South 01 degrees 46 minutes 12 seconds East (recorded as South 02 degrees 33 minutes 37 seconds East), 265.58 feet; thence along the North line of Detroit Edison Right of Way, South 85 degrees 32 minutes 33 seconds West (recorded as South 84 degrees 45 minutes 08 seconds West), 700.77 feet; thence along the existing centerline of Latson Road and the West line of Section 9, North 01 degrees 46 minutes 12 seconds West (recorded as North 02 degrees 33 minutes 37 seconds West), 664.71 feet, to the Point of Beginning, containing 5.95 acres, more or less and including the use of Latson Road.

Tax Identification No. 11-09-100-037

(the "Property") for the consideration of One and 00/100 Dollars (\$1.00). Exempt Pursuant to MCL 207.505(a) and MCL 207.526(a).

This conveyance is subject to:

- (a) building and zoning laws, ordinances and regulations;
- (b) recorded and existing building and use restrictions, or other restrictions relating to the use or improvement of the Property; and
- (c) unrecorded and recorded and existing encroachments, utility or roadway easements and rights-of-way in favor of the Livingston County Road Commission and/or the Michigan Department of Transportation.

This Deed is given for the purpose of providing land necessary for the construction of the Latson Road - I-96 interchange. In the event the construction of the interchange is not commenced within three (3) years from May 10, 2012, the date of the Warranty Deed from Howell Public Schools to Genoa Charter Township, recorded as Instrument Number 2012R-020055, then the Property shall revert to Howell Public Schools pursuant to the terms of said Warranty Deed and pursuant to the terms and conditions contained in the Real Property Benefits Agreement between the Howell Public Schools and Genoa Charter Township dated May 10, 2012 recorded as Instrument Number 2012R-020056. In such event, Grantor shall have no further obligations to Grantee in relation to this conveyance. By the acceptance and/or recording of this conveyance, Grantee acknowledges and consents to said conditional reversion to Howell Public Schools pursuant to the terms and conditions of the above mentioned Warranty Deed and Real Property Benefits Agreement.

The Grantor grants to the Grantee the right to make zero (0) divisions under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967.

The Property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act, MCL 286.471, *et seq.*, as amended.

This deed is exempt from transfer tax pursuant to Section 5(h)(i) of Public Act 134 of 1966, MCL 207.505(h)(i), as amended, and Section 6(h)(i) of Public Act 330 of 1993, MCL 207.526(h)(i), as amended.

**GENOA CHARTER TOWNSHIP,
a Michigan municipal corporation**

Dated: _____

By: _____
Gary McCririe
Its: Supervisor

Paulette A. Skolarus
Its: Clerk

STATE OF MICHIGAN)
) SS
COUNTY OF LIVINGSTON)

Acknowledged by me in Livingston County, Michigan, this ____ day of _____, 2012, by Gary McCririe, Supervisor of Genoa Charter Township, and Paulette A. Skolarus, Clerk of Genoa Charter Township, a Michigan municipal corporation, for and on behalf of said Township.

(signature)

(printed)
Notary Public, _____ County, Michigan
My Commission Expires: _____
Acting in the County of _____

When Recorded Return To:	Send Subsequent Tax Bills To:	Prepared By (Without Opinion):
Grantee	Grantee	Frank J. Mancuso, Jr., Esq. MANCUSO & CAMERON, P.C. 722 E. Grand River Ave. Brighton, MI 48116 (810) 225-3300

Memo

To: Genoa Township Board of Trustees
From: Frank Mancuso
CC: Mike Archinal; Kelly Van Marter; Dr. Greg Tatara
Date: 8/3/2012
Re: Verizon/Villas of Oak Pointe Cell Tower

In your Packet for the August 6, 2012 Board meeting are several documents related to the Verizon - Villas of Oak Pointe Cell Tower matter. Those documents are:

1. Water Tower Lease Agreement
2. Site Plan (Exhibit C to the Water Tower Lease and Exhibit B to the Memorandum of Water Tower Lease)
3. Memorandum of Water Tower Lease
4. Declaration of Easements Between Genoa Township and the Villas of Oak Pointe
5. Agreement between Genoa Township and the Villas of Oak Pointe for maintenance of landscaping and for Equipment Building
6. Verizon Water Tower Antenna Drawings
7. Substitute W-9 for Verizon

I also provided you with copies of the following documents between Verizon and the Villas.

1. Land Lease Agreement
2. Memorandum of Land Lease

As you may recall, this project was delayed by the filing of a lawsuit entitled Copeland, et.al. v. Genoa Township, et.al, Livingston County Circuit Court Case Number 10-24988-CZ. On September 9, 2010, at the hearing in Judge Michael P. Hatty's courtroom, Genoa Township prevailed in its Motion for Summary Disposition and the Court entered its Order Dismissing the case. The Plaintiffs ultimately appealed Judge Hatty's ruling to the Michigan Court of Appeals. On

June 30, 2011, the Court of Appeals issued its Order Affirming Judge Hatty's Order of Dismissal.

After the time to appeal the Court of Appeals decision expired without the Plaintiffs having filed an appeal to the Michigan Supreme Court, Verizon began moving forward with the project which included completing the design of the Equipment building, finalizing the easements, designs and agreements.

The structure of the project is this:

I. General:

The Equipment Building and the Water Tower configuration allow for up to three (3) wireless phone carriers. Verizon will be occupying merely one (1) of these spaces. Genoa Township and the Villas of Oak Pointe Association have the ability to allow up to two (2) more carriers into the equipment building and on the water tower. Any additional carriers would be required to enter into lease documents similar to those between the parties here with Genoa Township and with the Association. In such event, Verizon will not be a party to any of these agreements.

II. Agreements where Genoa Township is a Party:

First is the Declaration of Easements, between the Villas of Oak Pointe Association and Genoa Township is the written agreement between the Association and Genoa Township that details the grant of easements (including the new fiber optic easement) between the parties. At the time that the Villas of Oak Pointe Condominium was created, this document (or a similar one) should have been entered into between the parties, but was not.

Second is the Water Tower Lease Agreement between Genoa Township and Verizon. The Agreement grants Verizon the right to place its communication antennae and certain equipment on the Water Tower as well as the right to construct the equipment building on the Easement parcel. The Term of the Agreement is five (5) years with 4 - 5 year options (Verizon may extend the term of the Agreement for up to 4 more five (5) year terms each). The Agreement provides for annual lease payments from Verizon to Genoa Township.

Third is the Agreement between Genoa Township and the Villas of Oak Pointe Association for maintenance of the landscaping (installed by Verizon) and allowing the parties to agree to have the equipment building remain after the Verizon agreement expires. Under the Water Tower Lease Agreement, at the end of the term, Verizon is obligated to remove the equipment building unless the Township elects to have the building remain after the term (if for example, other wireless phone providers wish to continue to operate from this location). Also, under the Water Tower Lease, Verizon is only obligated to maintain the landscaping for 1 year. Under this agreement, the Association is agreeing to maintain the landscaping after Verizon's obligation expires.

Fourth, the Memorandum of Water Tower Lease is merely the document that is recorded with the Livingston County Register of Deeds office to provide record notice of the Agreement. By recording the Memorandum, the entire Water Tower Lease Agreement does not need to be recorded.

III. Agreements where Genoa Township is not a Party:

First is the Land Lease between Verizon and the Villas of Oak Pointe Association. Since the Association still owns the "fee interest" in the Utility Easement parcel, it is necessary for Verizon to enter into an agreement with the Association. Under the Land Lease, the Association also receives an annual rental payment.

Second is the Memorandum of Land Lease. Just as with #4 above, this document merely provides record notice with the Register of Deeds' office so the entire Land Lease Agreement does not need to be recorded.

I will be happy to answer any questions that any of you have related to his project or the agreements.

Sincerely,

Frank Mancuso

RESOLUTION No. 120806B
GENOA CHARTER TOWNSHIP
COUNTY OF LIVINGSTON, MICHIGAN

The following resolution was

OFFERED BY _____

and

SUPPORTED BY _____

and passed on a roll call vote having been taken; at a duly called public meeting of the Board of Trustees of Genoa Charter Township and held at the Genoa Township Hall located at 2911 Dorr Road, Brighton, Michigan 48116.

IT IS HEREBY RESOLVED that Genoa Charter Township shall enter into the proposed Water Tower Lease Agreement and Memorandum of Lease Agreement, agreed to by and between New Par, a Delaware Partnership, d/b/a/ Verizon Wireless; and

IT IS HEREBY FURTHER RESOLVED that Genoa Charter Township shall enter into the proposed Declaration of Easements and Maintenance Agreement, agreed to by and between the Villas of Oak Pointe Association, a Michigan Nonprofit Corporation.

BE IT FURTHER RESOLVED that the Township Supervisor, Gary T. McCririe is hereby authorized to sign the said documents on behalf of the Township.

CERTIFICATION

Paulette A. Skolarus being the duly elected Clerk of Genoa Charter Township does hereby certify that this Resolution was duly passed at a public meeting of the Genoa Charter Township Board of Trustees held on August 6, 2012.

Paulette A. Skolarus
August 6, 2012

SITE NAME: Oak Pointe
SITE NUMBER: MI-1132
ATTY/DATE: 08-02-12

WATER TOWER LEASE AGREEMENT

THIS AGREEMENT, made _____, 2012, between **GENOA CHARTER TOWNSHIP**, a Michigan municipal corporation, with its principal offices at 2911 Dorr Road, Brighton, Michigan 48116, hereinafter designated "**LESSOR**", and **NEW PAR**, a Delaware partnership d/b/a Verizon Wireless, with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone no. 866-862-4404), hereinafter designated "**LESSEE**". LESSOR and LESSEE are at times collectively referred to hereinafter as the "**Parties**" or individually as the "**Party**".

WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. **PREMISES.** (a) LESSOR hereby leases to LESSEE that certain space (the "**Tower Space**") on a portion of LESSOR's water tower (hereinafter referred to as the "**Tower**"), located on an easement parcel in Genoa Township, Livingston County, Michigan, as shown on the Tax Map of Livingston County as Tax ID No. 11-27-301-003 and being further described in Liber 2247, Page 668, as recorded in the Livingston County Records (the entirety of such easement parcel is referred to hereinafter as the "**Property**"), together with a parcel of land (the "**Land Space**") underlying and sufficient for the portions of the entire equipment building (the "**Entire Shelter**") depicted as "Leased Building Space" and "Generator Room" on attached **Exhibit "C"**; together with the non-exclusive rights and easements (collectively, "**Rights of Way**") for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, over, under or along a variable width easement extending from the nearest public right-of-way, Club Drive, to the Land Space, and for the installation and maintenance of utility wires, cables, conduits and pipes under or along other variable width easements, and together with any further easements or rights of way (the "**Further Rights of Way**") over and through the Property between the Land Space and the Tower Space for the installation and maintenance of utility wires, cables, conduits, and pipes. In order to obtain access to the Water Tower, LESSEE will be required to call LESSOR's 24 hour phone line at (888) 481-0439. The Property (depicted as "Parcel 1"), Tower Space, Land Space, Rights of Way and Further Rights of Way, if any, are substantially described and depicted on **Exhibit "A"** and **Exhibit "C"**, attached hereto and made a part hereof, and are collectively referred to hereinafter as the "**Premises**".

In the event that any public utility is unable to use the Rights of Way or Further Rights of Way, LESSOR hereby agrees to grant an additional easement either to LESSEE or to the public utility at no cost to LESSEE.

LESSOR hereby grants permission to LESSEE to install, maintain and operate the communications equipment, antennas and appurtenances described in **Exhibit "B"** attached hereto. LESSEE reserves the right to replace the aforementioned equipment with similar and comparable equipment, provided said replacement does not increase tower loading of the Tower. LESSEE agrees that all utility wires, cables, conduits, and pipes shall be located underground, except as shown on the Ex-

hibit "C" site plan and survey.

(b) The parties acknowledge that LESSOR owns certain easement rights in the water tower easement comprising the Property as set forth in the Master Deed for the Villas of Oak Pointe (recorded in Liber 2247, Page 668, Livingston County Records), and certain additional ingress, egress and utility easements comprising the Rights of Way as set forth in that certain Declaration of Easements, dated _____, between LESSOR and the Villas of Oak Pointe Association (the "*Association*"), which will be recorded in the Livingston County Records immediately prior to the Memorandum of this Agreement referenced in Paragraph 28. The parties further acknowledge that the Association owns fee simple title to and/or certain rights in and to the Property (including such water tower easement) and the Rights of Way and, as such, simultaneously herewith, LESSEE shall enter into a Land Lease Agreement (the "*Association Lease*") with the Association for the same Premises other than the Tower Space, in which Association Lease will be provided rent payments to the Association as those under this Agreement.

2. **SURVEY.** LESSOR also hereby grants to LESSEE the right to survey the Property and Premises, at LESSEE's expense, and said survey shall then become **Exhibit "C"** which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and **Exhibit "A"**. Cost for such work shall be borne by LESSEE.

3. **TERM; RENTAL; ELECTRICAL.** (a) This Agreement shall be effective as of the date of execution and delivery by both Parties, provided, however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments shall commence and be due at a total annual rental of NINE THOUSAND SIX HUNDRED and 00/100 Dollars (\$9,600.00), to be paid in annual installments on the Commencement Date and each anniversary thereof, in advance, to LESSOR or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 25 below. This Agreement shall commence based upon (i) the earlier date on which LESSEE commences to install footings for the Entire Shelter or to install antenna equipment on the Tower, or (ii) March 1, 2013,, whichever occurs first. In the event the date of commencing installation of the equipment is determinative and such date falls between the 1st and 15th of the month, this Agreement shall commence on the 1st of that month, and if such date falls between the 16th and 31st of the month, this Agreement shall commence on the 1st of the following month (either of the foregoing or March 1, 2013, if applicable, being the "*Commencement Date*"). LESSOR and LESSEE agree that they shall acknowledge in writing the Commencement Date in the event the Commencement Date is based upon the date LESSEE commences installation of the equipment on the Premises. In the event the Commencement Date is the fixed date set forth above, there shall be no written acknowledgement required. LESSOR and LESSEE acknowledge and agree that initial rental payment(s) shall not actually be sent by LESSEE until thirty (30) days after the Commencement Date or after a written acknowledgement confirming the Commencement Date, if such an acknowledgement is required. By way of illustration of the preceding sentence, if the Commencement Date is January 1 and no written acknowledgement confirming the Commencement Date is required, LESSEE shall send to LESSOR the rental payment for the first year of the Term by February 1, and if the Commencement Date is January 1 and a required written acknowledgement confirming the Commencement Date is dated January 14, LESSEE shall send to LESSOR the rental payment for the first year of the Term by February 13. Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and, in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

(b) LESSOR hereby agrees to provide to LESSEE certain documentation (the "**Rental Documentation**") evidencing LESSOR's interest in, and right to receive payments under, this Agreement, including without limitation: (i) documentation, acceptable to LESSEE in LESSEE's reasonable discretion, evidencing LESSOR's good and sufficient title to and/or interest in the water tower and utility easement in the Property and right to receive rental payments and other benefits hereunder; (ii) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to LESSEE, for any party to whom rental payments are to be made pursuant to this Agreement; and (iii) other documentation requested by LESSEE in LESSEE's reasonable discretion. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. The Rental Documentation shall be provided to LESSEE in accordance with the provisions of and at the address given in Paragraph 25. Delivery of Rental Documentation to LESSEE shall be a prerequisite for the payment of any rent by LESSEE and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments until Rental Documentation has been supplied to LESSEE as provided herein.

Within fifteen (15) days of obtaining an interest in the Property or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall provide to LESSEE Rental Documentation in the manner set forth in the preceding paragraph. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, any assignee(s) or transferee(s) of LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. Delivery of Rental Documentation to LESSEE by any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall be a prerequisite for the payment of any rent by LESSEE to such party and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments to any assignee(s), transferee(s) or other successor(s) in interest of LESSOR until Rental Documentation has been supplied to LESSEE as provided herein.

(c) LESSEE shall furnish and install an electrical meter within the Property for the measurement of electrical power used by LESSEE's installation. LESSEE shall be permitted, at any time during the Term, to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source and all related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations as reasonably approved by LESSOR. LESSEE shall have the right to install conduits connecting the temporary power source and related appurtenances to the Premises.

4. **EXTENSIONS.** This Agreement shall automatically be extended for four (4) additional five (5) year terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term. The initial term and all extensions shall be collectively referred to herein as the "**Term**".

5. **EXTENSION RENTALS.** The annual rental for the first (1st) five (5) year extension term shall be increased to ELEVEN THOUSAND FORTY and 00/100 Dollars (\$11,040.00); the annual rental for the second (2nd) five (5) year extension term shall be increased to TWELVE THOUSAND SIX HUNDRED NINETY-SIX and 00/100 Dollars (\$12,696.00); the annual rental for the third (3rd) five (5) year extension term shall be increased to FOURTEEN THOUSAND SIX HUNDRED and 40/100 Dollars (\$14,600.40); and the annual rental for the fourth (4th) five (5) year extension term shall be increased to SIXTEEN THOUSAND SEVEN HUNDRED NINETY and 46/100 Dollars (\$16,790.46).

6. **CONSTRUCTION / PERFORMANCE BOND / MAINTENANCE.** Any and all construction and installation of equipment on the Premises by LESSEE shall be in accordance with: (a) the final Site Plan approved by the Association's Architectural Control Committee, Oak Pointe Community Architectural Control Committee, and Genoa Charter Township ("***Township***" or LESSOR); (b) the conditions of the Township's Board of Trustees' approval as set forth in the minutes of the Board of Trustees' October 4, 2010 meeting; and (c) in accordance with the Township Ordinances. Any areas within the Property or the condominium project of which the Property is a part (the "***Condominium***") that are damaged by LESSEE in the construction, repair or alteration of LESSEE's equipment shall be promptly restored to a like condition as existed immediately prior to commencing such construction, repair or alteration. In accordance with the Township Ordinance, LESSEE shall, prior to the commencement of construction of LESSEE's telecommunications facility, provide or cause to be provided to the Township a performance bond or bonds from a company licensed to do business in Michigan reasonably acceptable to the Township in an amount sufficient to cover the cost to complete construction of the Entire Shelter and landscaping on the Property and the utility conduits for the Premises. Such performance bond or bonds shall name the Township and the Association as beneficiaries and shall remain in effect until the completion of the Entire Shelter and such landscaping and utility conduits.

During the Term of this Agreement, LESSEE shall maintain the landscaping installed by LESSEE on the Property in accordance with the final Township approved Site Plan, including conditions contained in the minutes of the October 4, 2010 Township Board of Trustees meeting (item #6); provided that maintenance shall include the prompt replacement of any trees that die or become diseased within one (1) year after installation and such replacement trees that conform to the requirements of such final approved Site Plan. LESSOR acknowledges and agrees that maintenance of the remainder of the landscaping not installed by LESSEE on the Property and the Condominium shall be the sole responsibility of the Association and LESSEE shall have no responsibility or liability therefor.

7. **TAXES.** LESSEE shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property which are the result of LESSEE's use of the Premises and/or the installation, maintenance, and operation of LESSEE's improvements, and any sales tax imposed on the rent (except to the extent that LESSEE is or may become exempt from the payment of sales tax in the jurisdiction in which the Property is located), including any increase in real estate taxes at the Property which arise from LESSEE's improvements and/or LESSEE's use of the Premises. LESSOR and LESSEE shall each be responsible for the payment of any taxes, levies, assessments and other charges imposed, including franchise and similar taxes, imposed upon the business conducted respectively by LESSOR or LESSEE at the Property; provided the foregoing shall not apply to LESSOR to the extent LESSOR is a governmental entity exempt from taxation. Nothing in this Paragraph shall be construed as making LESSEE liable for any portion of LESSOR's income taxes in connection with any Property or otherwise. Except as set forth in this Paragraph or to the extent LESSOR is a governmental entity exempt from taxation, LESSOR shall have the responsibility to pay any personal property, real

estate taxes, assessments, or charges owed on the Property and shall do so prior to the imposition of any lien on the Property.

LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment. If LESSOR is not the tax assessment or collection agency or unit, LESSOR shall reasonably cooperate with LESSEE, at LESSEE's expense, in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including, but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by LESSEE, there is a reduction, credit or repayment received by LESSOR for any taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment. LESSOR, in its capacity as the Township of Genoa, acknowledges and agrees that LESSEE shall have standing and the right to pursue a good faith and reasonable dispute of any taxes under this Paragraph, and LESSOR shall not dispute or challenge such standing or right.

8. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises solely for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. All improvements, equipment, antennas and conduits shall be at LESSEE's expense and their installation shall be at the discretion and option of LESSEE subject to the approved site plan for such installation and further subject to Township Ordinances. LESSEE shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the utilities, equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term, subject to Township Ordinances. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively, the "*Governmental Approvals*") that may be required by any federal, state or local authorities as well as satisfactory soil boring tests and structural analysis which will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE. In the event that: (a) any of such applications for such Governmental Approvals should be finally rejected; (b) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (c) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner; (d) LESSEE determines that any soil boring tests or structural analysis is unsatisfactory; (e) LESSEE determines that the Premises is no longer technically or structurally compatible for its use, or (f) LESSEE, in its sole discretion, determines that the Premises is obsolete or unnecessary, LESSEE shall have the right to terminate this Agreement. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE; provided that if LESSEE has commenced construction or installed any equipment on the Premises and seeks termination under subsections (e) or (f) above, then such termination shall not be effective until the later of: (i) the day before the fourth (4th) anniversary of the Commencement Date; (ii) the date of mailing of such termination notice, or (iii) the later date designated by LESSEE. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, LESSEE shall have no further obligations for the payment of rent to LESSOR.

9. **INDEMNIFICATION.** Each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents.

10. **INSURANCE.** LESSOR and LESSEE each agree that at its own cost and expense, each will maintain commercial general liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$1,000,000 for damage or destruction to property in any one occurrence, or \$2,000,000 combined single limit coverage for bodily injury and property damage. LESSOR and LESSEE each agree that it will include the other Party as an additional insured.

In addition, LESSOR shall obtain and keep in force during the Term a policy or policies insuring against loss or damage to the Tower at full replacement cost, as the same shall exist from time to time without a coinsurance feature. LESSOR's policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and earthquake, unless required by a lender or included in the base premium), including coverage for any additional costs resulting from debris removal and reasonable amounts of coverage for the enforcement of any ordinance or law regulating the reconstruction or replacement of any undamaged sections of the Tower required to be demolished or removed by reason of the enforcement of any building, zoning, safety or land use laws, including, without limitation, building, zoning, safety or land use Laws, as the result of a covered loss, but not including plate glass insurance.

11. **LIMITATION OF LIABILITY.** Except for indemnification pursuant to Paragraphs 9 and 31, neither Party shall be liable to the other, or any of their respective agents, representatives, employees, for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

12. **ANNUAL TERMINATION.** Notwithstanding anything to the contrary contained herein, commencing with the fourth (4th) anniversary of the Commencement Date, provided LESSEE is not in default hereunder beyond applicable notice and cure periods, LESSEE shall have the right to terminate this Agreement upon the annual anniversary of the Commencement Date, provided that three (3) months prior notice is given to LESSOR.

13. **ACCESS TO TOWER.** LESSOR agrees LESSEE shall have free access to the Tower at all times for the purpose of installing and maintaining the said equipment. LESSOR shall furnish LESSEE with necessary means of access for the purpose of ingress and egress to this site and Tower location. It is agreed, however, that only authorized engineers, employees or properly authorized contractors of LESSEE or persons under their direct supervision will be permitted to enter said premises.

14. **TOWER COMPLIANCE.** LESSOR covenants that it will keep the Tower in good repair as required by all Laws (as defined in Paragraph 35 below). LESSOR shall also comply with all rules and regulations enforced by the Federal Communications Commission with regard to the lighting, marking and painting of towers. If LESSOR fails to make such repairs including maintenance thirty (30) days after receiving written notice from LESSEE, LESSEE may make the repairs and the costs thereof

shall be payable to LESSEE by LESSOR within thirty (30) days after mailing by LESSOR to LESSEE of written demand therefor. If LESSOR does not make payment to LESSEE within thirty (30) days after such demand, LESSEE shall have the right to deduct the costs of the repairs from the succeeding monthly rental amounts normally due from LESSEE to LESSOR.

No materials may be used in the installation of the antennas or transmission lines that will cause corrosion or rust or deterioration of the Tower structure or its appurtenances.

All antenna(s) on the Tower must be identified by a marking fastened securely to its bracket on the Tower and all transmission lines are to be tagged at the conduit opening where it enters any user's equipment space. Not later than fifteen (15) days following the execution of this Agreement, LESSOR shall supply to LESSEE copies of all structural analysis reports that have been done with respect to the Tower and throughout the Term, LESSOR shall supply to LESSEE copies of all structural analysis reports that are done with respect to the Tower promptly after the completion of the same.

At the request of LESSOR, LESSEE shall lower the radio frequency emissions from the Equipment on the Water Tower to safe levels to allow for painting and/or maintenance of the Water Tower by LESSOR. LESSOR agrees that it shall not paint the Water Tower more than one (1) time per year (other than minor paint repairs) and shall maintain the Water Tower as reasonably necessary.

15. INTERFERENCE. LESSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR or other lessees of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including, but not limited to, at LESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LESSOR be entitled to terminate this Agreement or relocate the equipment as long as LESSEE is making a good faith effort to remedy the interference issue. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then-existing equipment of LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for non-compliance with the provisions of this Paragraph and, therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

16. REMOVAL AT END OF TERM. LESSEE shall, upon expiration of the Term or within ninety (90) days after any earlier termination of this Agreement, remove its building(s), antenna(s), equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted; except that if either: (a) any portion of the Entire Shelter is leased to any other telecommunication provider or carrier, or (b) LESSOR so elects in writing at least thirty (30) days prior to expiration of this Agreement or within thirty (30) days after earlier termination of this Agreement, then LESSEE shall not remove the Entire Shelter and LESSEE shall repair any damage to the structural components of the Entire Shelter caused by the removal of LESSEE's antenna(s), equipment, conduits, fixtures and personal property. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE shall remain the

personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws. If such time for removal causes LESSEE to remain on the Premises after termination of

this Agreement, LESSEE shall pay rent at the then-existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of LESSEE's building(s) (if applicable), antenna structure, fixtures and all personal property is completed.

17. HOLDOVER. LESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in Paragraph 16 herein, unless the Parties are negotiating a new lease or lease extension in good faith. In the event that the Parties are not in the process of negotiating a new lease or lease extension in good faith, LESSEE holds over in violation of Paragraph 16 and this Paragraph 17, then the rent then in effect payable from and after the time of the expiration or earlier removal period set forth in Paragraph 16 shall be paid monthly and increased to one hundred and fifteen percent (115%) of one-twelfth ($1/12^{\text{th}}$) of the rent applicable during the year immediately preceding such expiration or earlier termination.

18. RIGHT OF FIRST REFUSAL. If LESSOR elects, during the Term, to grant or sell to a third party by deed, easement or other legal instrument an interest in and to any portion of the Tower Space and/or Land Space occupied by LESSEE, for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of this Agreement to such third party (excluding leases of the Other Shelter Space and Tower Space as provided in Section 24 below), LESSEE shall have the right of first refusal to meet any bona fide offer of grant or sale on the same terms and conditions of such offer. If LESSEE fails to meet such bona fide offer within thirty (30) days after written notice thereof from LESSOR, LESSOR may sell or grant the deed, easement or interest in the Property or portion thereof to such third person in accordance with the terms and conditions of such third party offer. For purposes of this Paragraph, any transfer, bequest or devise of LESSOR's interest in the Property as a result of the death of LESSOR, whether by will or intestate succession, or any conveyance to LESSOR's family members by direct conveyance or by conveyance to a trust for the benefit of family members, shall not be considered a grant or sale of the Property for which LESSEE has any right of first refusal.

19. RIGHTS UPON SALE. Should LESSOR, at any time during the Term decide: (a) to sell or transfer all or any part of the Property or the Tower thereon to a purchaser other than LESSEE, or (b) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Tower and/or Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder under the terms of this Agreement. To the extent that LESSOR grants to a third party by easement or other legal instrument an interest in and to that portion of the Tower and/or Property occupied by LESSEE for the purpose of operating and maintaining communications facilities or the management thereof and in conjunction therewith, assigns this Agreement to said third party, LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of this Agreement.

20. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.

21. TITLE. LESSOR represents and warrants to LESSEE, as of the execution date of this Agreement, and covenants during the Term that LESSOR is seized of good and sufficient title and inter-

est to the water tower and utility easement in the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants during the Term that there are no liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same which would prevent or adversely affect the use or occupancy of the Premises by LESSEE as set forth above.

22. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties or in a written acknowledgment in the case provided in Paragraph 3. In the event any provision of this Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under this Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

23. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the State in which the Property is located.

24. ASSIGNMENT AND SUBLEASE. (a) This Agreement may be sold, assigned or transferred by LESSEE without any approval or consent of LESSOR to LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder.

(b) The Parties acknowledge that: (i) the Entire Shelter on the Premises and the backup power generator therein shall be constructed, installed and made operational by LESSEE at its initial expense, (ii) the Entire Shelter shall be designed to accommodate up to three (3) telecommunications providers (including LESSEE) in the portions of the Entire Shelter not marked on **Exhibit "C"** as "Leased Building Space" or "Generator Room" (collectively, the "**Other Tenant Shelter Space**"), and (iii) LESSEE shall lease from LESSOR (and the Association under the Association Lease) only the portion of the Entire Shelter shown on **Exhibit "C"** as "Leased Building Space" and "Generator Room" and the Land Space directly underlying the same. As such, LESSEE agrees that LESSOR and the Association shall be permitted to lease directly to other telecommunication providers or other tenants the Other Tenant Shelter Space and space on the Tower other than the Tower Space; but if and only if, as a precondition thereto, in any lease or occupancy agreement for the Other Tenant Shelter Space, LESSOR shall require that such other telecommunication provider pay to LESSEE one-third (1/3rd) of all costs and expenses incurred by LESSEE to construct and install the Entire Shelter (excluding the Generator Room and generator therein).

25. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular

business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: Township of Genoa
2911 Dorr Road
Brighton, Michigan 48116
Attention: Township Supervisor

LESSEE: New Par, d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

With a copy to:

Mancuso & Cameron, PC
722 E. Grand River Ave.
Brighton, MI 48116
Attention: Frank J. Mancuso, Jr., Esq.

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

26. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.

27. SUBORDINATION AND NON-DISTURBANCE. (a) At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "*Mortgage*") by LESSOR which from time to time may encumber all or part of the Property, Tower or Rights of Way; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Tower or Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement in the form reasonably satisfactory to LESSEE, and containing the terms described below (the "*Non-Disturbance Agreement*"), and shall recognize LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Agreement beyond applicable notice and cure periods. The Non-Disturbance Agreement shall include the agreement of the encumbering party ("*Lender*") that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "*Purchaser*") acquires an ownership interest in the Tower or Property, Lender or such successor-in-interest or Purchaser will (i) honor all of the terms of this Agreement, (ii) fulfill LESSOR's obligations under this Agreement, and (iii) promptly cure all of the then-existing LESSOR defaults under this Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers.

(b) In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE: (i) confirms that this Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (ii) agrees to attorn to Lender if Lender becomes the owner of the Tower or Property, and (iii) agrees accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR.

(c) In the event LESSOR defaults in the payment and/or other performance of any Mortgage or other real property interest encumbering the Property, LESSEE may, at its sole option and without obligation, cure or correct LESSOR's default and, upon doing so, LESSEE shall be subrogated to

any and all rights, titles, liens and equities of the holders of such Mortgage or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

28. RECORDING. LESSOR agrees to execute a Memorandum of this Agreement which LESSEE may record with the appropriate recording officer. The date set forth in such Memorandum is for recording purposes only and bears no reference to commencement of either the Term or rent payments.

29. DEFAULT.

(a) In the event there is a breach by LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, LESSOR shall give LESSEE written notice of such breach. After receipt of such written notice, LESSEE shall have fifteen (15) days from receipt in which to cure any monetary breach and thirty (30) days from receipt in which to cure any non-monetary breach, provided LESSEE shall have such extended period as may be required beyond the 30-day period if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSEE commences the cure within the 30-day period and thereafter continuously and diligently pursues the cure to completion. LESSOR may not maintain any action or effect any remedies for default against LESSEE unless and until LESSEE has failed to cure the breach within the time periods provided in this Paragraph.

(b) In the event there is a breach by LESSOR with respect to any of the provisions of this Agreement or its obligations under it, LESSEE shall give LESSOR written notice of such breach. After receipt of such written notice, LESSOR shall have thirty (30) days in which to cure any such breach, provided LESSOR shall have such extended period as may be required beyond the 30 days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSOR commences the cure within the 30-day period and thereafter continuously and diligently pursues the cure to completion. LESSEE may not maintain any action or effect any remedies for default against LESSOR unless and until LESSOR has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if LESSOR fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by LESSOR if the failure to perform such an obligation interferes with LESSEE's ability to conduct its business on the Property; provided, however, that if the nature of LESSOR's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such 5-day period and thereafter diligently pursued to completion.

30. REMEDIES. Upon a default beyond applicable notice and cure periods under this Agreement, the non-defaulting Party may, at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including, but not limited to, the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. If a non-defaulting Party so performs any of the defaulting Party's obligations hereunder, the full amount of the reasonable and actual cost and expense incurred by the non-defaulting Party shall immediately be owing by the defaulting Party to the non-defaulting Party, and the defaulting Party shall pay to the non-defaulting Party, upon demand, the full undisputed amount thereof with interest thereon from the date of

payment at an annual rate of the greater of (a) the prime lending rate last established by The Chase Manhattan Bank (or its successor) plus two percent (2%), or (b) the highest rate permitted by applicable Laws. Notwithstanding the foregoing, if LESSOR does not pay LESSEE the full undisputed amount within thirty (30) days of its receipt of an invoice setting forth the amount due from LESSOR, LESSEE may offset the full undisputed amount, including all accrued interest, due against all fees due and owing to LESSOR until the full undisputed amount, including all accrued interest, is fully reimbursed to LESSEE. Further, in the event of a default by either Party with respect to a material provision of this Agreement that remains uncured beyond the time limits set forth above, without limiting the non-defaulting Party in the exercise of any right or remedy which it may have by reason of such default, the non-defaulting Party may terminate this Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located or this Agreement; provided, however, each party shall use reasonable efforts to mitigate its damages in connection with a default by the other party.

31. ENVIRONMENTAL. LESSOR warrants and represents that neither LESSOR nor, to LESSOR's knowledge, any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any Hazardous Materials (as defined below) on, under, about or within the Property in violation of any Laws. LESSOR and LESSEE each agree that they will not use, generate, store or dispose of any Hazardous Materials on, under, about or within the Property in violation of any Laws. "*Hazardous Material*" shall mean any substance, chemical or waste identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation (including petroleum and asbestos). The foregoing notwithstanding, LESSOR acknowledges that LESSEE shall be using and maintaining on the Property sealed batteries, propane/diesel/gasoline, HVAC system, and a halon/FM200 fire suppression system and the same shall not constitute a violation or breach of this Paragraph. LESSEE shall be solely responsible for any remediation arising directly from LESSEE's use and maintenance on the Property of any Hazardous Materials introduced to the Property by LESSEE, including the foregoing items. The Parties each agree to defend and indemnify the other Party and its partners, members, affiliates, agents and employees against any losses, liabilities, claims or costs, including attorneys' fees and costs, arising from any breach of any warranty, representation or agreement contained in this Paragraph.

32. CASUALTY. In the event of damage by fire or other casualty to the Tower or Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same, or if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may, at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days' prior written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE's use of the Premises is impaired.

33. CONDEMNATION. In the event of any condemnation of all or any portion of the Land Space or the Rights of Way, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first, unless the condemning authority is

Genoa Charter Township, in which case this Lease shall remain in effect and Tenant's rights to use and enjoy the Premises shall not be affected. If as a result of a partial condemnation of the Land Space or the Rights of Way, LESSEE, in LESSEE's sole discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may be expected to unreasonably disrupt LESSEE's operations at the Premises for more than forty-five (45) days, LESSEE may, at LESSEE's option, to be exercised in writing within fifteen (15) days after LESSOR shall have given LESSEE written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession), terminate this Agreement as of the date the condemning authority takes such possession. LESSEE may, on its own behalf, make a claim in any condemnation proceeding involving the Premises for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement. If LESSEE does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the same proportion as the area of the Land Space or the Rights of Way taken bears to the total area of the Land Space or the Rights of Way prior to such taking. In the event that this Agreement is not terminated by reason of such condemnation, LESSOR shall promptly repair any damage to the Land Space or the Rights of Way caused by such condemning authority.

34. SUBMISSION OF AGREEMENT / AUTHORITY. The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

35. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property and all structural elements of the Premises, to the extent of LESSOR's interest in the same (excluding the Entire Shelter and LESSEE's equipment, building(s), utility wires, cables, conduits and pipes), in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating Hazardous Substances) (collectively, "**Laws**"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, (a) maintain LESSEE's portion (and any unleased portions) of the Entire Shelter and its equipment, utility wires, poles, cables, conduits and pipes in the Premises in compliance with all Laws; and (b) comply with: (i) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises (other than general office use); and (ii) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises.

36. **SURVIVAL**. The provisions of this Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

37. **CAPTIONS**. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of this Agreement. They shall not affect or be utilized in the construction or interpretation of this Agreement.

38. **COUNTERPARTS**. This Agreement may be executed in one or more counterparts, each of which shall be considered an original, but which, taken together, shall be one and same instrument.

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

LESSOR: GENOA CHARTER TOWNSHIP

By: _____
Gary McCrie, Supervisor

Dated: _____, 2012

LESSEE: NEW PAR, d/b/a Verizon Wireless

By: Verizon Wireless (VAW), LLC, its general partner

By: _____
Beth Ann Drohan,
Area Vice President Network

Dated: _____, 2012

Exhibit A

Legal Description of the "Property":

Land situated in Genoa Township, County of Livingston, State of Michigan, described as follows:

A permanent easement located in the Southwest 1/4 of Section 27, T2N, R5E, Genoa Township, Livingston County, Michigan, more particularly described as follows: Commencing at the West 1/4 corner of said Section 27; thence N 87°08'24" E, 33.02 feet; thence S 04°35'51" E, 872.81 feet; thence S 88°33'16" E, 189.14 feet; thence N 16°08'56" E, 842.41 feet; thence N 13°57'50" W, 580.54 feet; thence N 87°20'43" E, 316.79 feet; thence N 76°02'10" E, 648.27 feet; thence S 01°19'07" E, 1,625.19 feet to the Point of Beginning; thence S 01°19'07" E, 102.61 feet; thence N 78°21'48" W, 102.61 feet; thence N 01°19'07" W, 102.61 feet; thence S 78°21'48" E, 102.61 feet to the Point of Beginning.

Legal Description of the land underlying the "Entire Shelter":

Land situated in the Township of Genoa, County of Livingston, State of Michigan, described as follows:

Commencing at the Southwest corner of Section 27, T2N, R5E, Genoa Township, Livingston County, Michigan; thence N 02°52'27" W, 1,729.71 feet along the west line of said Section 27; thence N 87°07'33" E, 61.17 feet; thence along the Southerly line of the "Villas of Oak Pointe", Condominium Subdivision Plan No. 126, as recorded in Liber 2247, Pages 714-723, Livingston County Records, in the following three (3) courses: S 88°33'16" E, 164.85 feet, N 86°29'24" E, 405.15 feet, and S 78°21'48" E, 708.68 feet to the East line of said "Villas of Oak Pointe"; thence along said East line, N 01°19'07" W, 38.05 feet to the Point of Beginning:

thence S 88°40'53" W, 22.88 feet;
thence N 01°19'07" W, 34.21 feet;
thence N 88°40'53" E, 22.88 feet;
thence S 01°19'07" E, 34.21 feet to the Point of Beginning, being a part of the Southwest 1/4 of Section 27, T12N, R5E, Genoa Township, Livingston County, Michigan; and containing approximately 783 square feet, together with non-exclusive easements for overhang, ice bridge, ground ring and stoops.

Together with and subject to a variable width easement for access and utilities, the boundary of said easement being described as follows:

Commencing at the Southwest corner of Section 27, T2N, R5E, Genoa Township, Livingston County, Michigan; thence N 02°52'27" W, 1,729.71 feet along the west line of said Section 27; thence N 87°07'33" E, 61.17 feet to the Point of Beginning:

thence N 04°35'31" W, 66.37 feet along the West line of the "Villas of Oak Pointe", Condominium Subdivision Plan No. 126, as recorded in Liber 2247, Pages 714-723, Livingston County Records,
thence S 88°33'16" E, 189.14 feet along the North line of said "Villas of Oak Pointe";
thence S 16°08'56" W, 6.36 feet;
thence Northeasterly 11.59 feet along the arc of a circular curve to the left, radius 287.00 feet, central angle 02°18'50", long chord N 87°38'55" E, 11.59 feet;
thence N 86°29'31" E, 132.14 feet;
thence Northeasterly 63.87 feet along the arc of a circular curve to the left, radius 205.00 feet, central angle 17°51'07", long chord N 77°33'59" E, 63.61 feet;
thence Northeasterly 53.29 feet along the arc of a circular curve to the right, radius 255.00 feet, central angle 11°58'27", long chord N 74°37'38" E, 53.19 feet;
thence N 80°36'52" E, 39.76 feet;
thence S 81°37'12" E, 39.95 feet;
thence Southeasterly 40.58 feet along the arc of a circular curve to the right, radius 255.00 feet, central angle 09°07'04", long chord S 77°03'40" E, 40.54 feet;
thence S 72°30'08" E, 125.29 feet;
thence Southeasterly 20.97 feet along the arc of a circular curve to the left, radius 205.00 feet, central angle 05°51'40", long chord S 75°25'58" E, 20.96 feet;
thence S 78°21'48" E, 272.86 feet;
thence Northeasterly 146.57 feet along the arc of a circular curve to the left, radius 225.00 feet, central angle 37°19'24", long chord N 82°58'31" E, 143.99 feet;
thence Northeasterly 33.63 feet along the arc of a circular curve to the left, radius 37.00 feet, central angle 52°04'12", long chord N 38°16'53" E, 32.48 feet;
thence Northeasterly 127.78 feet along the arc of a circular curve to the right, radius 63.00 feet, central angle 116°12'52", long chord N 70°20'48" E, 106.98 feet;
thence N 38°27'24" E, 48.52 feet;
thence S 01°19'07" E, 224.68 feet along the East line of said "Villas of Oak Pointe";
thence along the Southerly line of said "Villas of Oak Pointe", in the following three (3) courses:
N 78°21'48" W, 708.68 feet;
S 86°29'24" W, 405.15 feet; and
N 88°33'16" W, 164.85 feet; to the Point of Beginning;
being a part of the Southwest 1/4 of Section 27, T2N, R5E, Genoa Township, Livingston County, Michigan.

Together with a 6 foot wide for public utilities, the centerline of said easement being described as:

Commencing at the northeast corner of the "Land Space" described above, in the southeasterly corner of the "Villas of Oak Pointe", Condominium Subdivision Plan No. 126, as recorded in Liber 2247, Pages 714-723, Livingston County Records, as the Point of Beginning;

thence heading westerly south of the southerly curb line of Moret Court to Villa France Drive;
thence northerly crossing Moret Court to be adjacent to and west of the east line of Villa France Drive (as platted) to Versailles Avenue;
thence easterly adjacent to and south of the north line of Versailles Avenue (as platted) to Quebec Lane;
thence northerly adjacent to and west of the east line of Quebec Lane (as platted) to the south line of Filbert Street and the Point of Ending;
being a part of the Northwest 1/4 and the Southwest 1/4 of Section 27, T2N, R5E, Genoa Township, Livingston County, Michigan.

Exhibit B

All of the antennas, cabling, conduit and related fixtures and equipment within the Land Space, the Property and on the Tower, which Land Space and Tower are shown on attached Exhibit "C", made a part hereof.

Exhibit C

see attached survey and site plan

LEGAL DESCRIPTION OF LEASED AREA

(Lessee)
Commencing at the Southwest corner of Section 27, T2N, R5E, Genoa Township, Livingston County, Michigan, thence N 02°52'27" W 1729.71 feet along the west line of said Section 27; thence N 87°07'33" E 61.17 feet, thence along the Southerly line of the "Villas of Oak Pointe", Condominium Subdivision Plan No. 126, as recorded in Liber 2247, Pages 714-723, Livingston County Records in the following three (3) courses: S 88°33'16" E 164.85 feet, N 86°29'24" E 405.15 feet, S 78°21'48" E 698.42 feet to the East line of said "Village of Oak Pointe"; thence along said East line N 01°19'07" W 37.91 feet to the POINT OF BEGINNING:

thence S 88°40'53" W 22.71 feet;
thence N 01°19'07" W 34.46 feet;
thence N 88°40'53" E 22.71 feet;
thence S 01°19'07" E 34.46 feet to the POINT OF BEGINNING; being a part of the Southwest 1/4 of Section 27, T2N, R5E, Genoa Township, Livingston County, Michigan; and containing 782.6 square feet; together with non-exclusive easements for ice bridge, ground ring and stoops; and subject to easements and restrictions of record, if any;

Together with and subject to a variable width easement for access and utilities, the boundary of said easement is described as follows:

Commencing at the Southwest corner of Section 27, T2N, R5E, Genoa Township, Livingston County, Michigan; thence N 02°52'27" W 1729.71 feet along the west line of said Section 27; thence N 87°07'33" E 61.17 feet to the POINT OF BEGINNING:

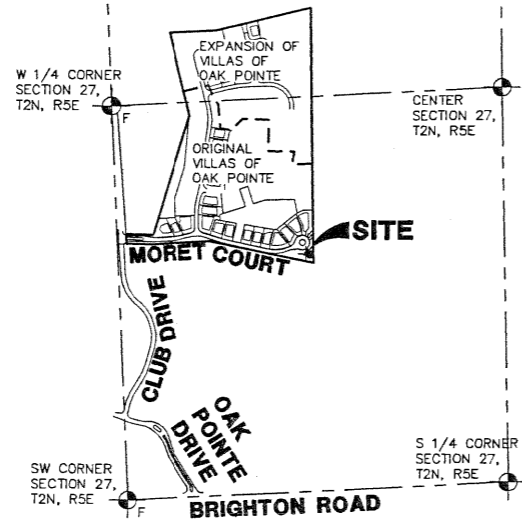
thence N 04°35'31" W 66.37 feet along the West line of the "Villas of Oak Pointe", Condominium Subdivision Plan No. 126, as recorded in Liber 2247, Pages 714-723, Livingston County Records;
thence S 88°33'16" E 189.14 feet along the North line of said "Villas of Oak Pointe";
thence S 16°08'56" W 6.36 feet;
thence Northeasterly 11.59 feet along the arc of a circular curve to the left, radius 287.00 feet, central angle 02°18'50", long chord N 87°38'55" E 11.59 feet;
thence N 86°29'31" E 132.14 feet;
thence Northeasterly 63.87 feet along the arc of a circular curve to the left, radius 205.00 feet, central angle 17°51'07", long chord N 77°33'59" E 63.61 feet;
thence Northeasterly 53.29 feet along the arc of a circular curve to the right, radius 255.00 feet, central angle 11°58'27", long chord N 74°37'38" E 53.19 feet;
thence N 80°36'52" E 39.76 feet;
thence S 81°37'12" E 39.95 feet;
thence Southeasterly 40.58 feet along the arc of a circular curve to the right, radius 255.00 feet, central angle 09°07'04", long chord S 77°03'40" E 40.54 feet;
thence S 72°30'08" E 125.29 feet;
thence Southeasterly 20.97 feet along the arc of a circular curve to the left, radius 205.00 feet, central angle 05°51'40", long chord S 75°25'58" E 20.96 feet;
thence S 78°21'48" E 272.86 feet;
thence Northeasterly 146.57 feet along the arc of a circular curve to the left, radius 225.00 feet, central angle 37°19'24", long chord N 82°58'31" E 143.99 feet;
thence Northeasterly 33.63 feet along the arc of a circular curve to the left, radius 37.00 feet, central angle 52°04'12", long chord N 38°16'53" E 32.48 feet;
thence Northeasterly 127.78 feet along the arc of a circular curve to the right, radius 63.00 feet, central angle 116°12'52", long chord N 70°20'48" E 106.98 feet;
thence N 38°27'24" E 48.52 feet;
thence S 01°19'07" E 224.68 feet along the East line of said "Villas of Oak Pointe";
thence along the Southerly line of said "Villas of Oak Pointe", in the following three (3) courses:

N 78°21'48" W 708.68 feet;
S 86°29'24" W 405.15 feet;
N 88°33'16" W 164.85 feet to the POINT OF BEGINNING; being a part of the Southwest 1/4 of said Section 27, T2N, R5E, Genoa Township, Livingston County, Michigan;

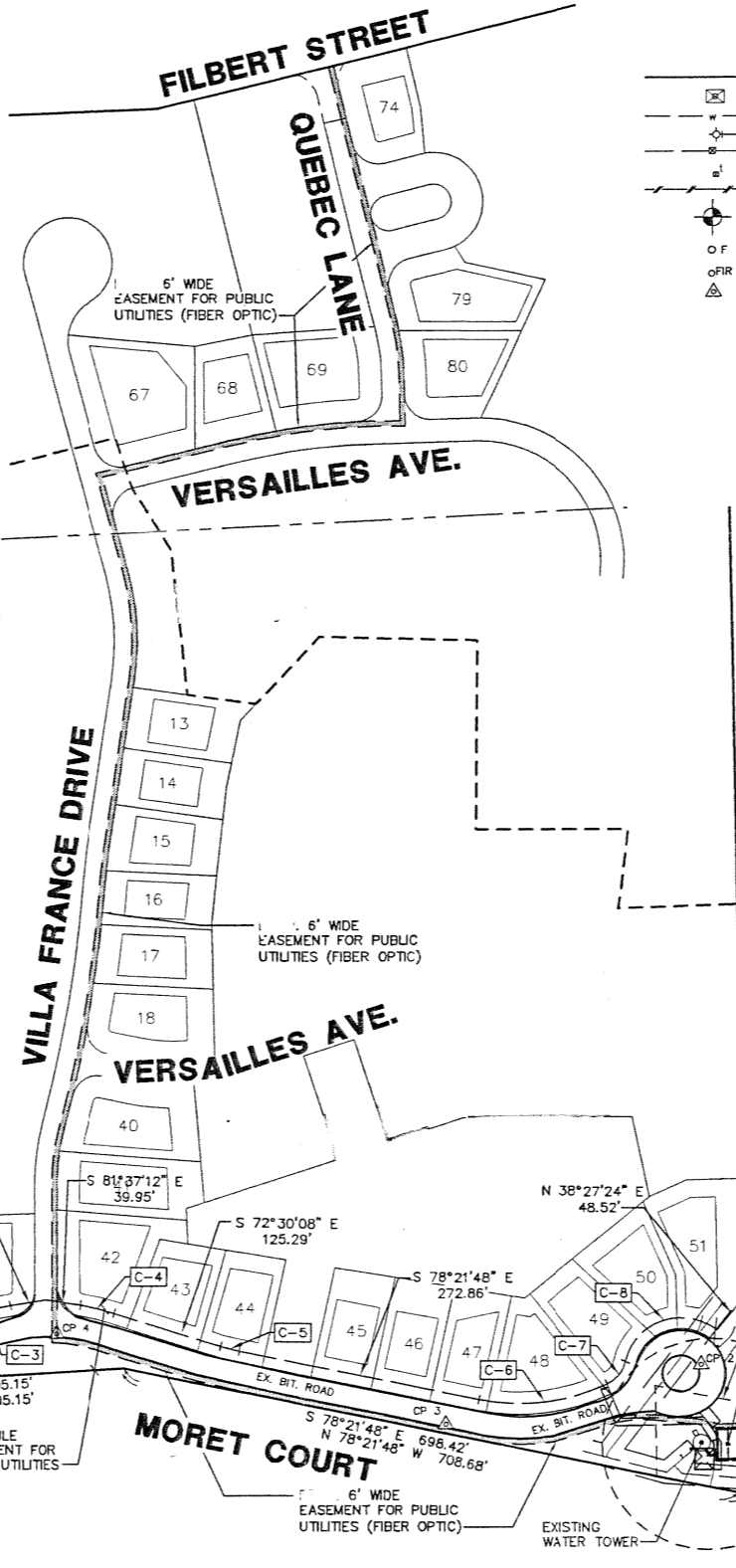
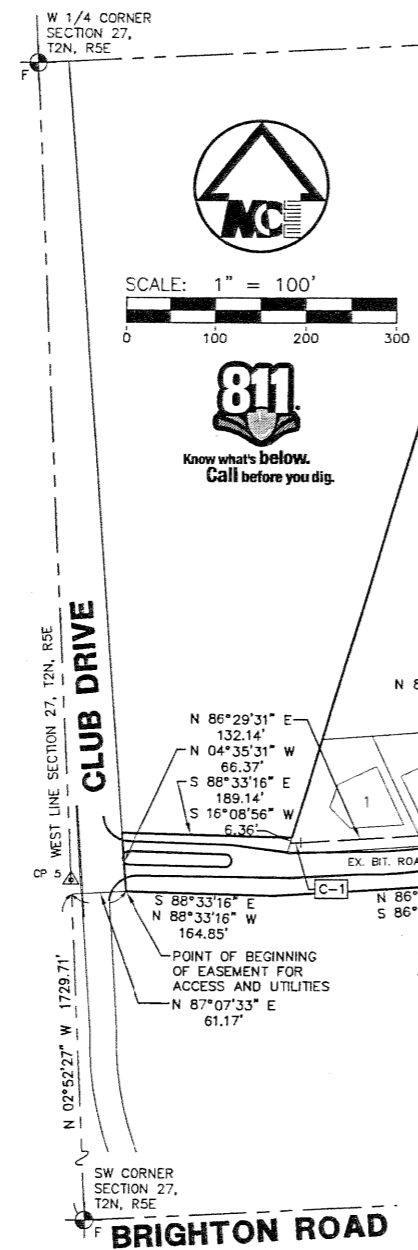
Together with a 6 foot wide easement for public utilities (fiber optic), the centerline of said easement is described as:

Commencing at the northeast corner of the proposed equipment shelter located in the southeasterly corner of "Villas of Oak Pointe", Condominium Subdivision Plan No. 126, as recorded in Liber 2247, Pages 714-723, Livingston County Record, as the Point of Beginning:

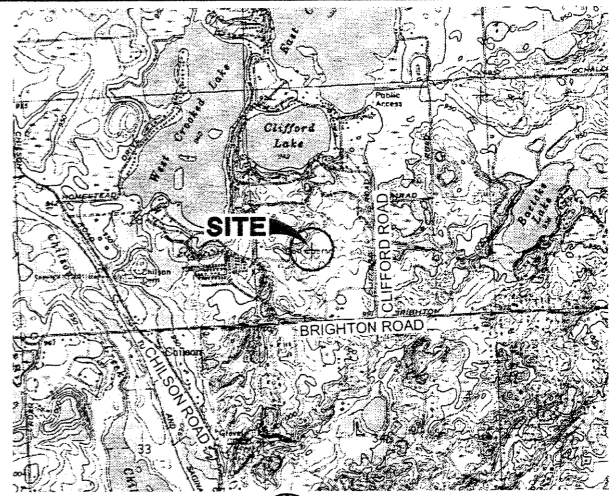
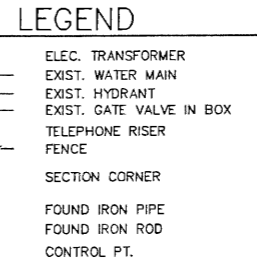
thence heading westerly south of the southerly curb line of Moret Court to Villa France Drive;
thence northerly crossing Moret Court to be adjacent to and west of the east line of Villa France Drive (as platted) to Versailles Avenue;
thence easterly adjacent to and south of the north line of Versailles Avenue (as platted) to Quebec Lane;
thence northerly adjacent to and west of the east line of Quebec Lane (as platted) to the south line of Filbert Street and the POINT OF ENDING; being a part of the Northwest 1/4 and the Southwest 1/4 of Section 27, T2N, R5E, Genoa Township, Livingston County, Michigan; and subject to easements and restrictions of record, if any.



OVERALL PARCEL SKETCH
SCALE: 1"=600'



CURVE	RADIUS	LENGTH	BEARING	CHORD	DELTA
C-1	287.00	11.59	N 87°38'55" E	11.59	2°18'50"
C-2	205.00	63.87	N 77°33'59" E	63.61	17°51'07"
C-3	255.00	53.29	N 74°37'38" E	53.19	11°58'27"
C-4	255.00	40.58	S 77°03'40" E	40.54	9°07'04"
C-5	205.00	20.97	S 75°25'58" E	20.96	5°51'40"
C-6	225.00	146.57	N 82°58'31" E	143.99	37°19'24"
C-7	37.00	33.63	N 38°16'53" E	32.48	52°04'12"
C-8	63.00	127.78	N 70°20'48" E	106.98	116°12'52"



VICINITY SKETCH
SCALE: 1"=2000'

LOCATION
LONGITUDE 83° 50' 51.0"
LATITUDE 42° 31' 55.5"
GROUND ELEV. @ TOWER BASE = 981.40

LEGAL DESCRIPTION OF PARCEL 1
EASEMENT FOR PUBLIC UTILITIES (WATER TOWER EASEMENT)
(Taken from parts of Master Deed, By Others)

Land situated in the Genoa Township, County of Livingston, State of Michigan, described as follows:

A proposed permanent easement for public utilities located in the Southwest 1/4 of Section 27, T2N, R5E, Genoa Township, Livingston County, Michigan, more particularly described as follows: Commencing at the West 1/4 corner of said Section 27; thence N 87°08'24" E, 33.02 feet; thence S 04°35'51" E, 872.81 feet; thence S 88°33'16" E, 189.14 feet; thence N 16°08'56" E, 842.41 feet; thence N 13°57'50" W, 580.54 feet; thence N 87°20'43" E, 316.79 feet; thence N 76°02'10" E, 648.27 feet; thence S 01°19'07" E 1625.19 feet to the Point of Beginning; thence S 01°19'07" E, 102.61 feet; thence N 78°21'48" W, 102.61 feet; thence N 01°19'07" W, 102.61 feet; thence S 78°21'48" E, 102.61 feet to the point of beginning.

LEGAL DESCRIPTION OF OVERALL PARCEL
(Taken from parts of Master Deed, By Others)

Part of the Northwest 1/4 and Southwest 1/4 of Section 27, T2N, R5E, Genoa Township, Livingston County, Michigan, more particularly described as follows: Commencing at the West 1/4 corner of said Section 27; thence N 87°08'24" E, 33.02 feet; thence S 04°35'51" E, 872.81 feet to the Point of Beginning of the parcel to be described; thence S 88°33'16" E, 189.14 feet; thence N 16°08'56" E, 842.41 feet; thence N 13°57'50" W, 580.54 feet; thence N 87°20'43" E, 316.79 feet; thence N 76°02'10" E, 648.27 feet; thence S 01°19'07" E, 1727.81 feet; thence N 78°21'48" W, 708.68 feet; thence S 86°29'24" W, 405.15 feet; thence N 88°33'16" W, 164.85 feet; thence N 04°35'31" W, 66.37 feet to the Point of Beginning, containing 33.01 acres, more or less. Subject to any easements and restrictions of record.

NOTE
Rotate all bearings 00°11'03" clockwise to obtain bearings based on True North as determined from global positioning system (GPS).

PROPERTY INFORMATION

TAX PARCEL: #11-27-301-002
OWNER: DELCOR HOMES-VILLAS OF OAK POINTE, LTD.
A MICHIGAN CORPORATION
2195 S. MILFORD ROAD
MILFORD, MICHIGAN 48381
CELL SITE ADDRESS:
MORET COURT
BRIGHTON, MICHIGAN 48116

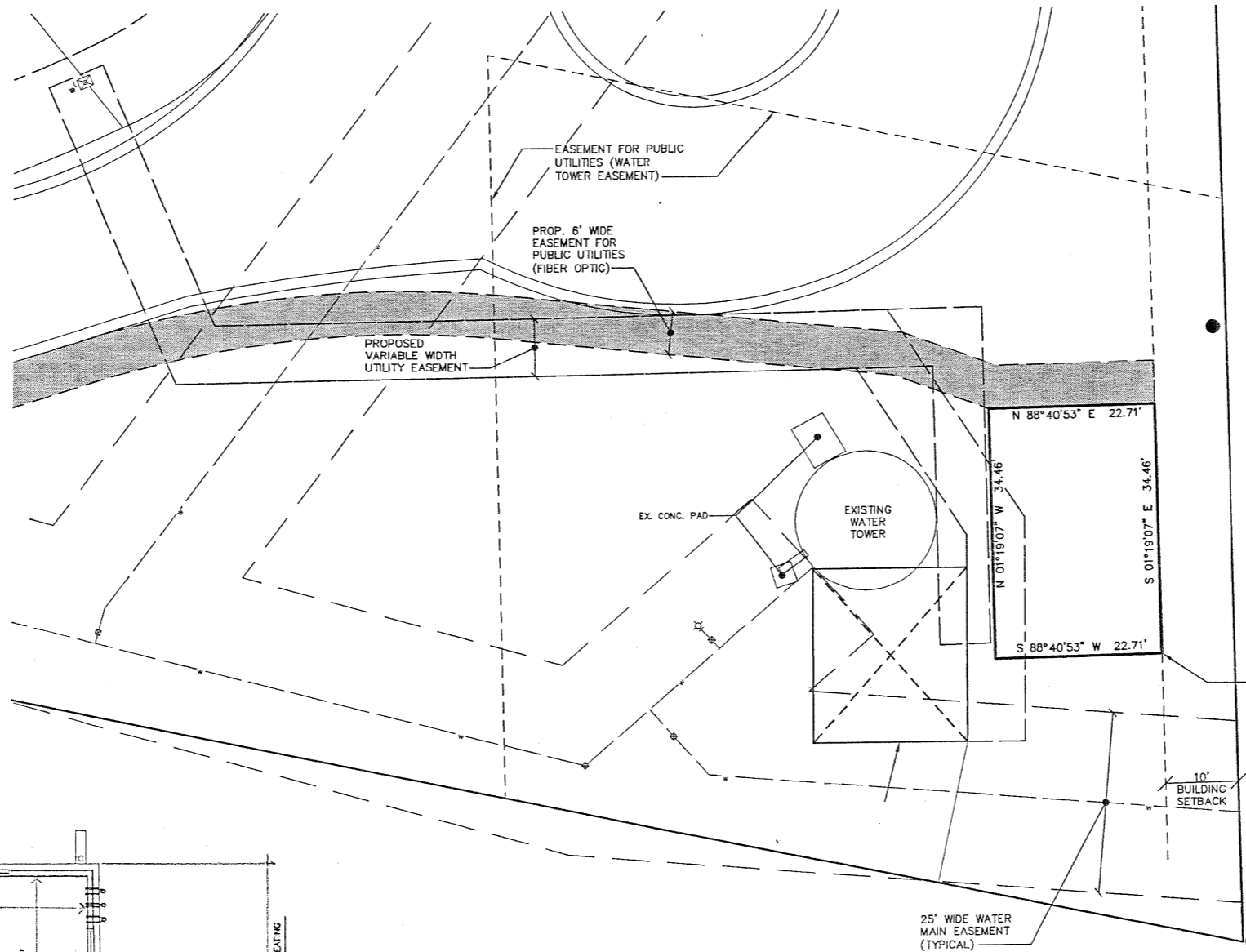
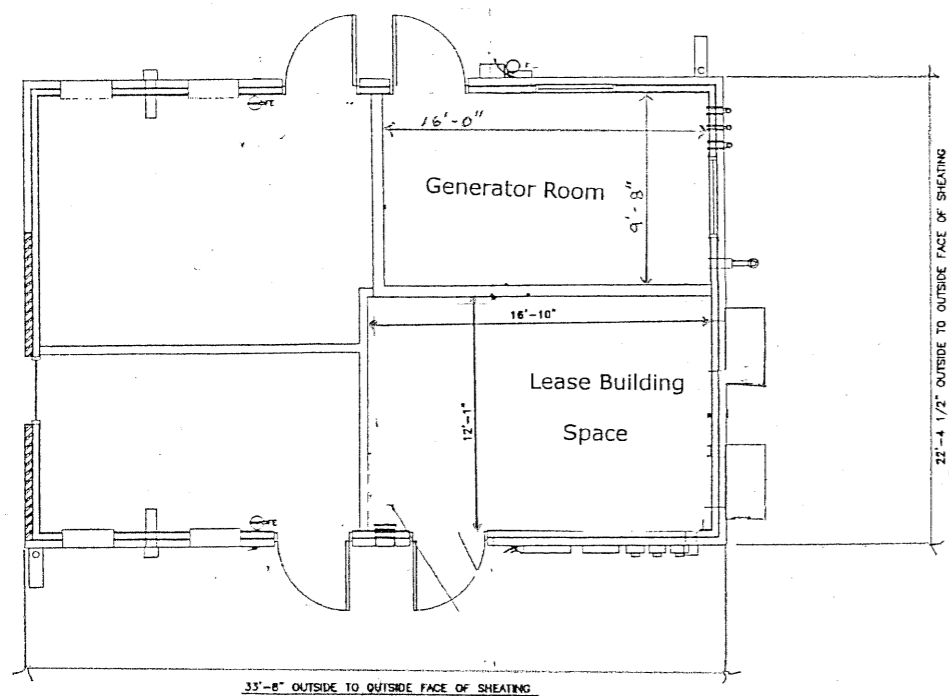
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MIDWESTERN CONSULTING
Civil, Environmental and Transportation Engineers
Planners, Surveyors
Landscapers Architects
3815 Plaza Drive
Ann Arbor, Michigan 48108
Phone: 734.995.0200
Fax: 734.995.0599

APPLICANT/LESSEE:
NEW PAR. A DELAWARE PARTNERSHIP
d/b/a VERIZON WIRELESS
24242 NORTHWESTERN HIGHWAY
SOUTHFIELD, MICHIGAN 48075
PHONE: (248) 915-3000

COMMUNICATION SITE
SITE #1132 - "OAK POINTE"
GENOA TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN
LEASE EXHIBIT

1

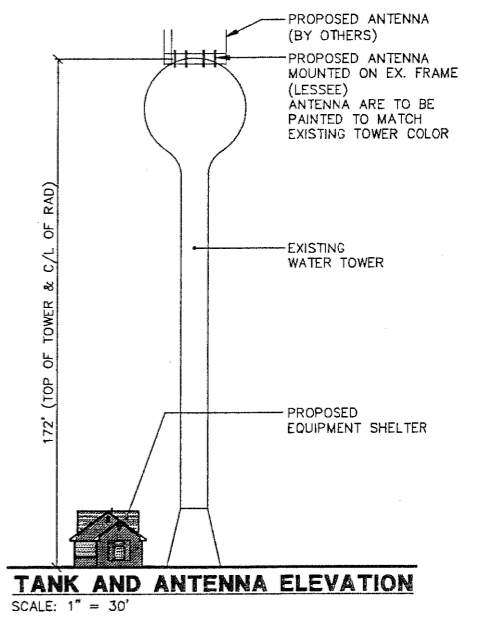


SCALE: 1" = 10'

811
Know what's below.
Call before you dig.

LEGEND

	ELEC. TRANSFORMER
	EXIST. WATER MAIN
	EXIST. HYDRANT
	EXIST. GATE VALVE IN BOX
	TELEPHONE RISER
	FENCE
	SECTION CORNER
	FOUND IRON PIPE
	FOUND IRON ROD
	CONTROL PT.



MIDWESTERN CONSULTING

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Planners, Surveyors
Landscape Architects

3615 Plaza Drive
Ann Arbor, Michigan 48108
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Fax: 734.965.0599

APPLICANT/LESSEE:
NEW PAR, A DELAWARE PARTNERSHIP
880 VERZON WIRELESS
24242 NORTHWESTERN HIGHWAY
SOUTHFIELD, MICHIGAN 48075
PHONE: (248) 915-3000

COMMUNICATION SITE

SITE #1132 - "OAK POINTE"

GENOA TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN

LEASE EXHIBIT DETAIL

MEMORANDUM OF WATER TOWER LEASE AGREEMENT

THIS MEMORANDUM OF WATER TOWER LEASE AGREEMENT, made this _____ day of _____, 2012, between **GENOA CHARTER TOWNSHIP**, a Michigan municipal corporation, with its principal offices at 2911 Dorr Road, Brighton, Michigan 48116, hereinafter designated "**LESSOR**", and **NEW PAR**, a Delaware partnership d/b/a Verizon Wireless, with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920, hereinafter designated "**LESSEE**". LESSOR and LESSEE are at times collectively referred to hereinafter as the "**Parties**" or individually as the "**Party**".

1. LESSOR and LESSEE entered into a Water Tower Lease Agreement (the "**Agreement**") on _____, 2012, for an initial term of five (5) years, commencing on the Commencement Date, as defined in the Agreement and as hereinafter described. The Agreement shall automatically be extended for four (4) additional five (5) year terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term. The initial term and extensions are together called the "**Term**".

2. LESSOR holds an easement over that certain parcel of property (the entirety of such easement parcel is referred to hereinafter as the "**Property**"), located in Genoa Township, Livingston County, Michigan, described in **Exhibit "A"**, attached hereto and made a part hereof. Pursuant to and in consideration of the rental and other agreements set forth in the Agreement, LESSOR hereby leases to LESSEE: (a) that certain space (the "**Tower Space**") on a portion of LESSOR's water tower (the "**Tower**") located on the Property; (b) a parcel of land within the Property (the "**Land Space**") underlying and sufficient for the portions of the entire equipment building (the "**Entire Shelter**") depicted as "Leased Building Space" and "Generator Room" on

attached **Exhibit "B"**; (c) the non-exclusive rights and easements (collectively, "**Rights of Way**") for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, over, under or along a variable width easement extending from the nearest public right-of-way, Club Drive, to the Land Space, and for the installation and maintenance of utility wires, cables, conduits and pipes under or along other variable width easements, and (d) any further easements or rights of way (the "**Further Rights of Way**") over and through the Property between the Land Space and the Tower Space for the installation and maintenance of utility wires, cables, conduits, and pipes. The Tower Space, Land Space, Rights of Way and Further Rights of Way are hereinafter collectively referred to as the "**Premises**". The Land Space and Rights of Way are described in **Exhibit "A"**, and the Property (depicted as "Parcel 1"), Tower Space, Land Space, Rights of Way and Further Rights of Way, if any, are substantially described and depicted on **Exhibits "A" and "B"**.

3. The "**Commencement Date**" of the Agreement, of which this is a Memorandum, is the date LESSEE commences installation of the equipment on the Premises or March 1, 2013, whichever occurs first; provided, however, that if the date of commencing installation of equipment is determinative and such date falls between: (a) the 1st and the 15th of the month, the "Commencement Date" shall be the 1st day of that month, or (b) the 16th and the last day of the month, then the "Commencement Date" shall be the 1st day of the following month.

4. LESSEE has the right of first refusal to purchase the Premises during the Term of the Agreement.

5. The terms, covenants and provisions of the Agreement, the terms of which are hereby incorporated by reference into this Memorandum, shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of LESSOR and LESSEE, as though fully set forth herein.

6. The sole purpose of this Memorandum is to give notice of the Agreement and all its terms, covenants and conditions to the same extent as if the Agreement were fully set forth herein. This Memorandum shall not modify in any manner the terms, conditions or intent of the Agreement and the Parties agree that this Memorandum is not intended nor shall it be used to interpret the Agreement or determine the intent of the parties under the Agreement.

IN WITNESS WHEREOF, hereunto and to a duplicate hereof, LESSOR and LESSEE have caused this Memorandum to be duly executed on the date first written hereinabove.

LESSOR:
GENOA CHARTER TOWNSHIP

By: _____
Gary McCririe, Supervisor

Dated: _____, 2012

Site No. MI-1132
(Oak Pointe)

LESSEE:
NEW PAR, d/b/a Verizon Wireless

By: Verizon Wireless (VAW), LLC,
its general partner

By: _____
Beth Ann Drohan,
Area Vice President Network

Dated: _____, 2012

LESSOR'S ACKNOWLEDGMENT

STATE OF MICHIGAN)
) SS.
COUNTY OF LIVINGSTON)

The foregoing instrument was acknowledged before me in Livingston County, on _____, 2012, by Gary McCririe, the Supervisor of **GENOA CHARTER TOWNSHIP**, a Michigan municipal corporation, on behalf of the municipality.

Name: _____
Notary Public, _____ County, Michigan
Acting in Livingston County
My commission expires: _____

LESSEE'S ACKNOWLEDGMENT

STATE OF ILLINOIS)
) ss. :
COUNTY OF COOK)

This instrument was acknowledged before me by Beth Ann Drohan, who is the Area Vice President Network of Verizon Wireless (VAW), LLC, the general partner of **NEW PAR**, d/b/a Verizon Wireless, personally known to me or proved on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument, the entity upon behalf of which the individual acted, executed the instrument, and that such individual made such appearance before the undersigned in the County of Cook, State of Illinois.

Witness my hand and official seal, this _____ day of _____, 2012.

Signature: _____

My commission expires: _____

This instrument drafted by and,
When recorded, return to:
Robert A. LaBelle
Myers Nelson Dillon & Shierk, PLLC
40701 Woodward Ave., Suite 235
Bloomfield Hills, MI 48304

RALv6

Site No. MI-1132
(Oak Pointe)

Exhibit A

Legal Description of land space water tower easement within the "Property":

Land situated in Genoa Township, County of Livingston, State of Michigan, described as follows:

A permanent easement located in the Southwest 1/4 of Section 27, T2N, R5E, Genoa Township, Livingston County, Michigan, more particularly described as follows: Commencing at the West 1/4 corner of said Section 27; thence N 87°08'24" E, 33.02 feet; thence S 04°35'51" E, 872.81 feet; thence S 88°33'16" E, 189.14 feet; thence N 16°08'56" E, 842.41 feet; thence N 13°57'50" W, 580.54 feet; thence N 87°20'43" E, 316.79 feet; thence N 76°02'10" E, 648.27 feet; thence S 01°19'07" E, 1,625.19 feet to the Point of Beginning; thence S 01°19'07" E, 102.61 feet; thence N 78°21'48" W, 102.61 feet; thence N 01°19'07" W, 102.61 feet; thence S 78°21'48" E, 102.61 feet to the Point of Beginning.

Legal Description of the land underlying the "Entire Shelter":

Land situated in the Township of Genoa, County of Livingston, State of Michigan, described as follows:

Commencing at the Southwest corner of Section 27, T2N, R5E, Genoa Township, Livingston County, Michigan; thence N 02°52'27" W, 1,729.71 feet along the west line of said Section 27; thence N 87°07'33" E, 61.17 feet; thence along the Southerly line of the "Villas of Oak Pointe", Condominium Subdivision Plan No. 126, as recorded in Liber 2247, Pages 714-723, Livingston County Records, in the following three (3) courses: S 88°33'16" E, 164.85 feet, N 86°29'24" E, 405.15 feet, S 78°21'48" E, 698.42 feet to the East line of said "Villas of Oak Pointe"; thence along said East line, N 01°19'07" W, 37.91 feet to the Point of Beginning:

thence S 88°40'53" W, 22.71 feet;
thence N 01°19'07" W, 34.46 feet;
thence N 88°40'53" E, 22.71 feet;
thence S 01°19'07" E, 34.46 feet to the Point of Beginning, being a part of the Southwest 1/4 of Section 27, T2N, R5E, Genoa Township, Livingston County, Michigan; and containing approximately 782.6 square feet, together with non-exclusive variable width easements for overhang, ice bridge, ground ring and stoops.

Together with and subject to a variable width easement for access and utilities, the boundary of said easement being described as follows:

Commencing at the Southwest corner of Section 27, T2N, R5E, Genoa Township, Livingston County, Michigan; thence N 02°52'27" W, 1,729.71 feet along the west line of said Section 27; thence N 87°07'33" E, 61.17 feet to the Point of Beginning:

thence N 04°35'31" W, 66.37 feet along the West line of the "Villas of Oak Pointe", Condominium Subdivision Plan No. 126, as recorded in Liber 2247, Pages 714-723, Livingston County Records,
 thence S 88°33'16" E, 189.14 feet along the North line of said "Villas of Oak Pointe";
 thence S 16°08'56" W, 6.36 feet;
 thence Northeasterly 11.59 feet along the arc of a circular curve to the left, radius 287.00 feet, central angle 02°18'50", long chord N 87°38'55" E, 11.59 feet;
 thence N 86°29'31" E, 132.14 feet;
 thence Northeasterly 63.87 feet along the arc of a circular curve to the left, radius 205.00 feet, central angle 17°51'07", long chord N 77°33'59" E, 63.61 feet;
 thence Northeasterly 53.29 feet along the arc of a circular curve to the right, radius 255.00 feet, central angle 11°58'27", long chord N 74°37'38" E, 53.19 feet;
 thence N 80°36'52" E, 39.76 feet;
 thence S 81°37'12" E, 39.95 feet;
 thence Southeasterly 40.58 feet along the arc of a circular curve to the right, radius 255.00 feet, central angle 09°07'04", long chord S 77°03'40" E, 40.54 feet;
 thence S 72°30'08" E, 125.29 feet;
 thence Southeasterly 20.97 feet along the arc of a circular curve to the left, radius 205.00 feet, central angle 05°51'40", long chord S 75°25'58" E, 20.96 feet;
 thence S 78°21'48" E, 272.86 feet;
 thence Northeasterly 146.57 feet along the arc of a circular curve to the left, radius 225.00 feet, central angle 37°19'24", long chord N 82°58'31" E, 143.99 feet;
 thence Northeasterly 33.63 feet along the arc of a circular curve to the left, radius 37.00 feet, central angle 52°04'12", long chord N 38°16'53" E, 32.48 feet;
 thence Northeasterly 127.78 feet along the arc of a circular curve to the right, radius 63.00 feet, central angle 116°12'52", long chord N 70°20'48" E, 106.98 feet;
 thence N 38°27'24" E, 48.52 feet;
 thence S 01°19'07" E, 224.68 feet along the East line of said "Villas of Oak Pointe";
 thence along the Southerly line of said "Villas of Oak Pointe", in the following three (3) courses:
 N 78°21'48" W, 708.68 feet;
 S 86°29'24" W, 405.15 feet; and
 N 88°33'16" W, 164.85 feet; to the Point of Beginning;
 being a part of the Southwest 1/4 of Section 27, T2N, R5E, Genoa Township, Livingston County, Michigan.

Together with a 6 foot wide easement for public utilities, the centerline of said easement being described as:

Commencing at the northeast corner of the "Land Space" described above, in the southeasterly corner of the "Villas of Oak Pointe", Condominium Subdivision Plan No. 126, as recorded in Liber 2247, Pages 714-723, Livingston County Records, as the Point of Beginning;

thence heading westerly south of the southerly curb line of Moret Court to Villa France Drive;
thence northerly crossing Moret Court to be adjacent to and west of the east line of Villa France Drive (as platted) to Versailles Avenue;
thence easterly adjacent to and south of the north line of Versailles Avenue (as platted) to Quebec Lane;
thence northerly adjacent to and west of the east line of Quebec Lane (as platted) to the south line of Filbert Street and the Point of Ending;
being a part of the Northwest 1/4 and the Southwest 1/4 of Section 27, T2N, R5E, Genoa Township, Livingston County, Michigan.

Exhibit B

see attached survey and site plan

DECLARATION OF EASEMENTS

This Declaration of Easements made as of the ____ day of _____, 2012, by and between the Villas of Oak Pointe Association, a Michigan Nonprofit Corporation of 1100 Victors Way, Suite 50, Ann Arbor, Michigan 48108 (hereinafter "Association") and the Charter Township of Genoa, with its principal offices located at 2911 Dorr Road, Brighton, Michigan 48116 (hereinafter "Township").

Facts underlying this Declaration of Easements are as follows:

A. The Association is the entity responsible for the administration of the Villas at Oak Pointe Condominium (hereinafter "Condominium") pursuant to the Master Deed for the Condominium and pursuant to Act 59 of the Public Acts of Michigan of 1978, as amended. The Condominium is located in the Township of Genoa, Livingston County, Michigan, legally described as follows: Villas of Oak Pointe, a condominium, according to the Master Deed thereof, recorded in Liber 2247, Pages 668 et seq., as amended, Livingston County Records (the "Master Deed") and designated as Livingston County Condominium Subdivision Plan No. 126.

B. In connection with development of the Condominium, and other land located in the Township of Genoa, Livingston County, Michigan, it was agreed that a centralized water system would be constructed (and has been constructed) on a parcel of land within the Condominium to which a utility easement was granted to the Township (as shown on the Condominium Subdivision Plan for Villas of Oak Pointe Condominium), as part of the Township's agreement to operate the water system (the "Water Tower Easement Parcel"). The legal description of the Water Tower Easement Parcel is described as "Water Tower Easement Parcel" in Exhibit A.

C. Located within the Condominium premises on the Water Tower Easement Parcel is a water tower that is being operated and maintained by the Township, however, other than being shown on the Condominium Subdivision Plans for the Condominium, no written agreement exists establishing the parameters of said easement.

D. The Association and the Township now wish to enter into lease agreements with various wireless telecommunications providers, including New Par dba Verizon Wireless.

E. In Article VII, paragraphs 4, 8, 9 and 11 of the Master Deed, the Association is granted the authority to grant easements for access and utilities, and to enter into agreements as may be necessary, convenient or desirable to provide for such utilities.

F. The Association now desires to enter into this Declaration of Easements in order to establish in writing the parameters of the access and utility easements shown on the Condominium Subdivision Plans and as necessary for the Water Tower Easement Parcel.

NOW, THEREFORE for good and valuable consideration, the adequacy and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Grant of Easements. The Association does hereby declare and grant, non-exclusive easements for the benefit of the Township, its successors, agents, employees, tenants, contractors and invitees of each, over the property described as "Access and Utility Easements" in Exhibit A hereto (hereinafter collectively referred to as "Easement Parcels") for the purposes as follows:

- a) For the installation, use, enjoyment, operation, maintenance, repair and replacement of the water mains and leads, telephone lines, electric power mains and leads, utility wires, cables conduits and pipes located, or to be located, within the Water Tower Easement Parcel and over, under or along the variable width easements within the Condominium;
- b) For the installation, use, enjoyment, operation, maintenance, repair and replacement of the water tower located within the Water Tower Easement Parcel; and
- c) For the installation, use, enjoyment, operation, maintenance, repair and replacement of public utilities benefitting the Association and the public. Included within the grant under this paragraph 1 is the right of the Township to enter into lease agreement(s) with various wireless telecommunications providers under the following conditions:
 - (i) That any such telecommunications provider shall also be required to enter into a similar lease with the Association and the Association shall be entitled to the payment of rent/lease in an amount equal to what the Township is entitled to receive under its lease(s) with said provider(s).
 - (ii) Such telecommunications provider(s) shall be required to place their antennae upon the Water Tower,
 - (iii) An equipment building may be constructed on the Water Tower Easement Parcel. The construction of such building shall be in accordance with the site plan approved by the Association and the Township.

2. Ingress/Egress. The Association further grants for the benefit of the Township, its successors, agents, employees, tenants, contractors and invitees of each, a non-exclusive easement for egress and ingress, seven (7) days a week, twenty-four (24) hours a day, to, through and from the Water Tower Easement Parcel to the public rights-of-way over the Roadways of the Condominium and for the installation and maintenance of utility wires, cables, conduits and pipes over, under or along variable width easements extending from the nearest public right-of-way, Club Drive, to the Water Tower Easement Parcel, including without limitation, an easement over the Easement Parcels.

3. Restoration of Disturbed Areas. Any areas within the Condominium that are disturbed by construction and/or repair for the easements over the Easement Parcels shall be promptly restored to a like or better condition as existed prior to the construction activities.

4. Maintenance. After completion of the installation, the construction of the equipment building and the restoration of the Water Tower Easement Parcel, according to the conditions of the Site Plan approved by Genoa Township, the Association shall perform routine ground maintenance on the Water Tower Easement Parcel such as grass mowing, weeding, fertilizing, etc. The Township's

Lease Agreement with New Par/Verizon shall provide that New Par/Verizon is responsible to maintain landscaping installed by New Par/Verizon on the Water Tower Easement Parcel in accordance with the approved Site Plan including conditions contained in the minutes of the October 4, 2010 Genoa Township Board of Trustees meeting (item #6).

5. Notices. Notices permitted or required hereunder shall be in writing and shall be delivered or sent by certified mail to the addresses first provided above; provided that any party may change such address by written notice to the other party.

6. Assignment. The Township shall not assign its rights under this Declaration of Easements, without the prior written consent of the Association, which consent shall not be unreasonably withheld.

7. Covenants running with the Land. The easements hereinbefore granted and declared shall run with the land and shall be non-exclusive perpetual easements and shall be of both benefit and burden to the Association (including the owners of units in the Condominium) and the Township, their successors, agents, employees, tenants, contractors and invitees.

8. Governing Law. This Declaration of Easements shall be governed by and construed in accordance with the laws of the State of Michigan.

9. Entire Agreement. This Declaration of Easements, including its attached Exhibits, contains the entire agreement between the parties and all of the terms and conditions to which the parties have agreed and supersedes all prior oral and written agreements or understandings concerning the subject matter.

10. Counterparts. This Declaration of Easements may be signed in one or more counterparts, all of which taken together shall constitute one and the same document.

IN WITNESS WHEREOF, this Declaration of Easements was executed as of the day and year first written above.

VILLAS OF OAK POINTE ASSOCIATION

BY: _____

ITS: _____

STATE OF MICHIGAN)
) SS
COUNTY OF LIVINGSTON)

The foregoing instrument was acknowledged before me this ____ day of _____, 2012, by _____, the _____ of Villas of Oak Pointe Association, a Michigan nonprofit corporation, on behalf of the corporation.

Notary Public

County, Michigan
My commission expires:
Acting in _____ County, Michigan

ACCEPTANCE BY GENOA CHARTER TOWNSHIP

This Declaration of Easements is accepted by Genoa Charter Township on this _____ day of _____, 2012.

GENOA CHARTER TOWNSHIP

By: _____
Gary T. McCririe
Its Supervisor

Drafted by and Return to:

Frank J. Mancuso, Jr.
MANCUSO & CAMERON, PC
722 E. Grand River Ave.
Brighton, MI 48116
(810) 225-3300

EXHIBIT A TO DECLARATION OF EASEMENTS

WATER TOWER EASEMENT PARCEL

Land situated in Genoa Township, County of Livingston, State of Michigan, described as follows:

A permanent easement located in the Southwest 1/4 of Section 27, T2N, R5E, Genoa Township, Livingston County, Michigan, more particularly described as follows: Commencing at the West 1/4 corner of said Section 27; thence N 87°08'24" E, 33.02 feet; thence S 04°35'51" E, 872.81 feet; thence S 88°33'16" E, 189.14 feet; thence N 16°08'56" E, 842.41 feet; thence N 13°57'50" W, 580.54 feet; thence N 87°20'43" E, 316.79 feet; thence N 76°02'10" E, 648.27 feet; thence S 01°19'07" E, 1,625.19 feet to the Point of Beginning; thence S 01°19'07" E, 102.61 feet; thence N 78°21'48" W, 102.61 feet; thence N 01°19'07" W, 102.61 feet; thence S 78°21'48" E, 102.61 feet to the Point of Beginning.

ACCESS AND UTILITY EASEMENTS

A variable width easement for access and utilities, the boundary of said easement being described as follows:

Commencing at the Southwest corner of Section 27, T2N, R5E, Genoa Township, Livingston County, Michigan; thence N 02°52'27" W, 1,729.71 feet along the west line of said Section 27; thence N 87°07'33" E, 61.17 feet to the Point of Beginning:

thence N 04°35'31" W, 66.37 feet along the West line of the "Villas of Oak Pointe", Condominium Subdivision Plan No. 126, as recorded in Liber 2247, Pages 714-723, Livingston County Records,
thence S 88°33'16" E, 189.14 feet along the North line of said "Villas of Oak Pointe";
thence S 16°08'56" W, 6.36 feet;
thence Northeasterly 11.59 feet along the arc of a circular curve to the left, radius 287.00 feet, central angle 02°18'50", long chord N 87°38'55" E, 11.59 feet;
thence N 86°29'31" E, 132.14 feet;
thence Northeasterly 63.87 feet along the arc of a circular curve to the left, radius 205.00 feet, central angle 17°51'07", long chord N 77°33'59" E, 63.61 feet;
thence Northeasterly 53.29 feet along the arc of a circular curve to the right, radius 255.00 feet, central angle 11°58'27", long chord N 74°37'38" E, 53.19 feet;
thence N 80°36'52" E, 39.76 feet;
thence S 81°37'12" E, 39.95 feet;
thence Southeasterly 40.58 feet along the arc of a circular curve to the right, radius 255.00 feet, central angle 09°07'04", long chord S 77°03'40" E, 40.54 feet;
thence S 72°30'08" E, 125.29 feet;
thence Southeasterly 20.97 feet along the arc of a circular curve to the left, radius 205.00 feet, central angle 05°51'40", long chord S 75°25'58" E, 20.96 feet;
thence S 78°21'48" E, 272.86 feet;
thence Northeasterly 146.57 feet along the arc of a circular curve to the left, radius 225.00 feet, central angle 37°19'24", long chord N 82°58'31" E, 143.99 feet;
thence Northeasterly 33.63 feet along the arc of a circular curve to the left, radius 37.00 feet, central angle 52°04'12", long chord N 38°16'53" E, 32.48 feet;

thence Northeasterly 127.78 feet along the arc of a circular curve to the right, radius 63.00 feet, central angle 116°12'52", long chord N 70°20'48" E, 106.98 feet;
thence N 38°27'24" E, 48.52 feet;
thence S 01°19'07" E, 224.68 feet along the East line of said "Villas of Oak Pointe";
thence along the Southerly line of said "Villas of Oak Pointe", in the following three (3) courses:
N 78°21'48" W, 708.68 feet;
S 86°29'24" W, 405.15 feet; and
N 88°33'16" W, 164.85 feet; to the Point of Beginning;
being a part of the Southwest 1/4 of Section 27, T2N, R5E, Genoa Township, Livingston County, Michigan.

Together with a 6 foot wide easement for public utilities, the centerline of said easement being described as:

Commencing at the northeast corner of the "Land Space" described above, in the southeasterly corner of the "Villas of Oak Pointe", Condominium Subdivision Plan No. 126, as recorded in Liber 2247, Pages 714-723, Livingston County Records, as the Point of Beginning;

thence heading westerly south of the southerly curb line of Moret Court to Villa France Drive;
thence northerly crossing Moret Court to be adjacent to and west of the east line of Villa France Drive (as platted) to Versailles Avenue;
thence easterly adjacent to and south of the north line of Versailles Avenue (as platted) to Quebec Lane;
thence northerly adjacent to and west of the east line of Quebec lane (as platted) to the south line of Filbert Street and the POINT OF ENDING; being a part of the Northwest ¼ and the Southwest ¼ of Section 27, T2N, R5E, Genoa Township, Livingston County, Michigan; and subject to easements and restrictions of record, if any.

AGREEMENT

This Agreement made as of the ____ day of _____, 2012, by and between the Villas of Oak Pointe Association, a Michigan Nonprofit Corporation of 1100 Victors Way, Suite 50, Ann Arbor, Michigan 48108 (hereinafter "Association") and the Charter Township of Genoa, with its principal offices located at 2911 Dorr Road, Brighton, Michigan 48116 (hereinafter "Township").

Facts underlying this Agreement are as follows:

A. The Association and the Township are parties to a Declaration of Easement Agreement dated _____, 2012 setting forth the parameters of the utility easement located within the Villas at Oak Pointe Condominium (the "Condominium") and the rights and responsibilities of the parties with regard to the utility easement. The legal description of the utility easement is described in Exhibit A (the "Utility Easement").

B. New Par, a Delaware partnership, d/b/a, Verizon Wireless ("Verizon") has entered into a Land Lease Agreement with the Association dated _____, 2012 (the "Land Lease") and a Water Tower Lease Agreement with the Township dated _____, 2012 (the "Water Tower Lease") for Verizon's use of a portion of the Utility Easement and a portion of the Township's water tower for the installation, maintenance and operation of communications equipment, antennas, appurtenances and an equipment building.

C. Pursuant to the Land Lease and the Water Tower Lease, Verizon will be constructing an Equipment Building on a portion of the Utility Easement designated in the Water Tower Lease as the "Land Space" and installing landscaping pursuant to the Site Plan approved by the Township's Board of Trustees in its October 4, 2010 regular meeting.

D. The Land Lease and the Water Tower Lease provide that Verizon shall remove the Equipment Building upon the expiration of the Term or within ninety (90) days of termination of the Lease Agreements unless the Township elects, pursuant to the terms of the Water Tower Lease, to have the Equipment Building remain.

E. The Association and the Township wish to set forth further terms governing the removal, or non removal, of the Equipment Building and with regard to the ongoing maintenance of the landscaping on the Utility Easement.

NOW THEREFORE, for good and valuable consideration, the parties agree as follows:

1. Maintenance of Landscaping. The Association shall maintain the landscaping installed by Verizon and/or its subcontractors in accordance with the final Township approved Site Plan, including conditions contained in the minutes of the October 4, 2010 Township Board of Trustees

meeting (item #6) after Verizon's obligation to maintain the landscaping expires (one (1) year after installation). Maintenance shall include the prompt replacement of any trees (including replacement trees) that die or become diseased.

2. Removal/Non-Removal of Equipment Building. Before the Township can elect to have the Equipment Building remain on the Land Space at the expiration of the Lease Term or upon termination of the Water Tower Lease (as set forth in Section 16 of the Water Tower Lease Agreement), the Township shall be required to enter into an agreement with the Association setting forth each parties rights and responsibilities with regard to: (i) the leasing of any portion of the Equipment Building to any third parties, (ii) the ongoing maintenance of the Equipment Building, and (iii) the ultimate removal of the Equipment Building from the Land Space. If the Association and the Township are unable to agree on such terms within the time required for notice to Verizon in the Water Tower Lease, then the Township shall direct Verizon to remove the Equipment Building pursuant to the terms of the Water Tower Lease.

3. Notices. Notices permitted or required hereunder shall be in writing and shall be delivered or sent by certified mail to the addresses first provided above; provided that any party may change such address by written notice to the other party.

4. Assignment. Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld..

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

6. Entire Agreement. This Easement contains the entire agreement between the parties with regard to its subject matter and supersedes all prior oral and written agreements or understandings concerning the subject matter. This Agreement may only be amended in a writing signed by the parties.

IN WITNESS WHEREOF, this Agreement was executed as of the day and year first written above.

VILLAS OF OAK POINTE ASSOCIATION

By: _____

Its: _____

STATE OF MICHIGAN)
) SS
COUNTY OF LIVINGSTON)

The foregoing instrument was acknowledged before me this ____ day of _____, 2012, by _____, the _____ of Villas of Oak Pointe Association, a Michigan nonprofit corporation, on behalf of the corporation.

_____, Notary Public
_____, County, Michigan
My Commission Expires: _____
Acting In _____ County, Michigan

GENOA CHARTER TOWNSHIP

By: _____

Its: _____

STATE OF MICHIGAN)
) SS
COUNTY OF LIVINGSTON)

The foregoing instrument was acknowledged before me this ____ day of _____, 2012, by _____, the _____ of Genoa Charter Township, a Michigan municipal corporation, on behalf of the Township.

_____, Notary Public
_____, County, Michigan
My Commission Expires: _____
Acting In _____ County, Michigan

Drafted by and Return to:

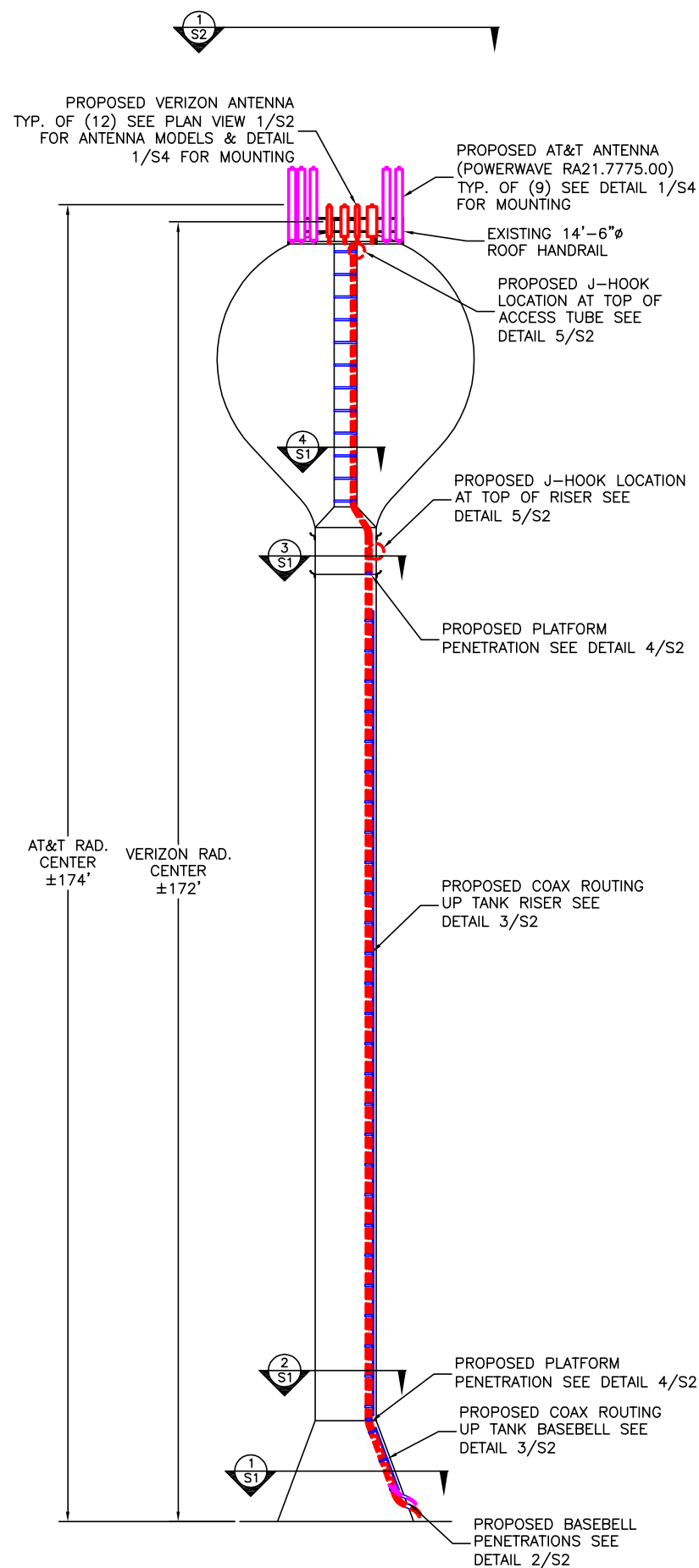
Frank J. Mancuso, Jr.
MANCUSO & CAMERON, PC
722 E. Grand River Ave.
Brighton, Michigan 48116
(810) 225-3300

EXHIBIT A

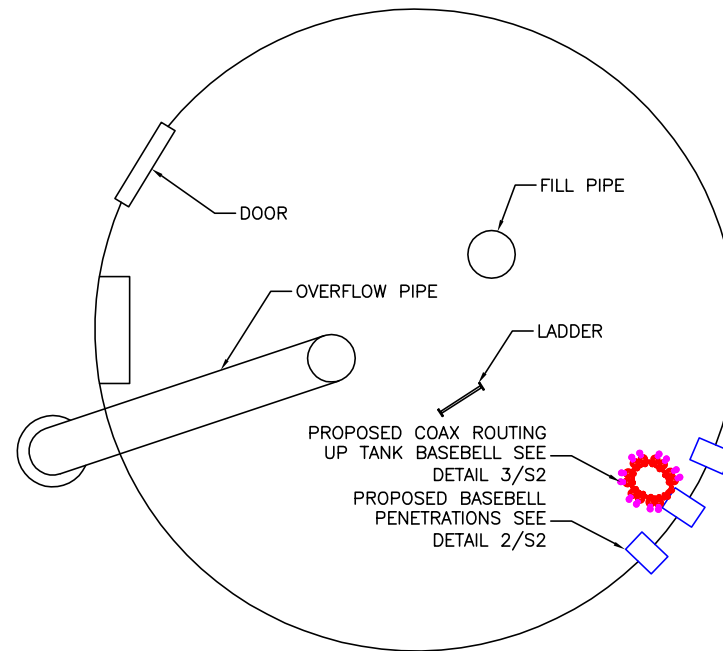
UTILITY EASEMENT

Land situated in Genoa Township, County of Livingston, State of Michigan, described as follows:

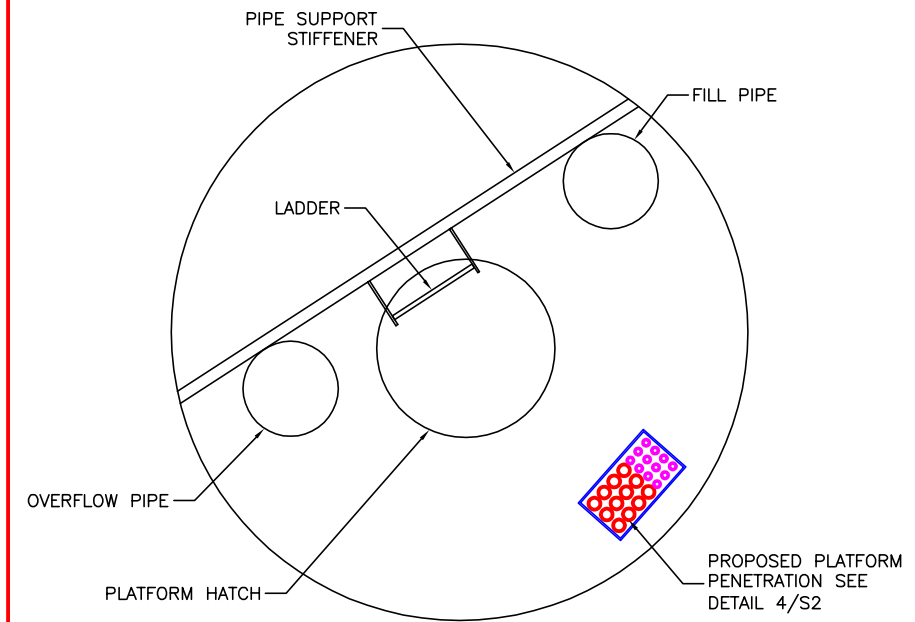
A permanent easement located in the Southwest 1/4 of Section 27, T2N, R5E, Genoa Township, Livingston County, Michigan, more particularly described as follows: Commencing at the West 1/4 corner of said Section 27; thence N 87°08'24" E, 33.02 feet; thence S 04°35'51" E, 872.81 feet; thence S 88°33'16" E, 189.14 feet; thence N 16°08'56" E, 842.41 feet; thence N 13°57'50" W, 580.54 feet; thence N 87°20'43" E, 316.79 feet; thence N 76°02'10" E, 648.27 feet; thence S 01°19'07" E, 1,625.19 feet to the Point of Beginning; thence S 01°19'07" E, 102.61 feet; thence N 78°21'48" W, 102.61 feet; thence N 01°19'07" W, 102.61 feet; thence S 78°21'48" E, 102.61 feet to the Point of Beginning.



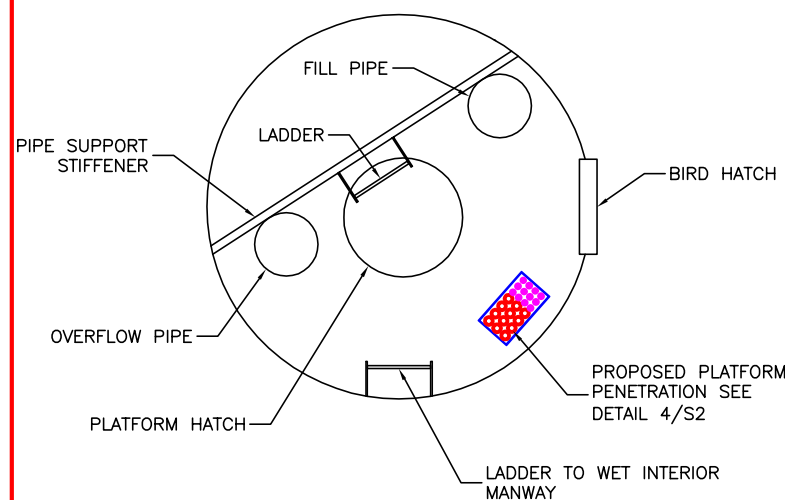
SOUTH ELEVATION VIEW
SCALE: 11x17 : 3/64"=1'
22x34 : 3/32"=1'



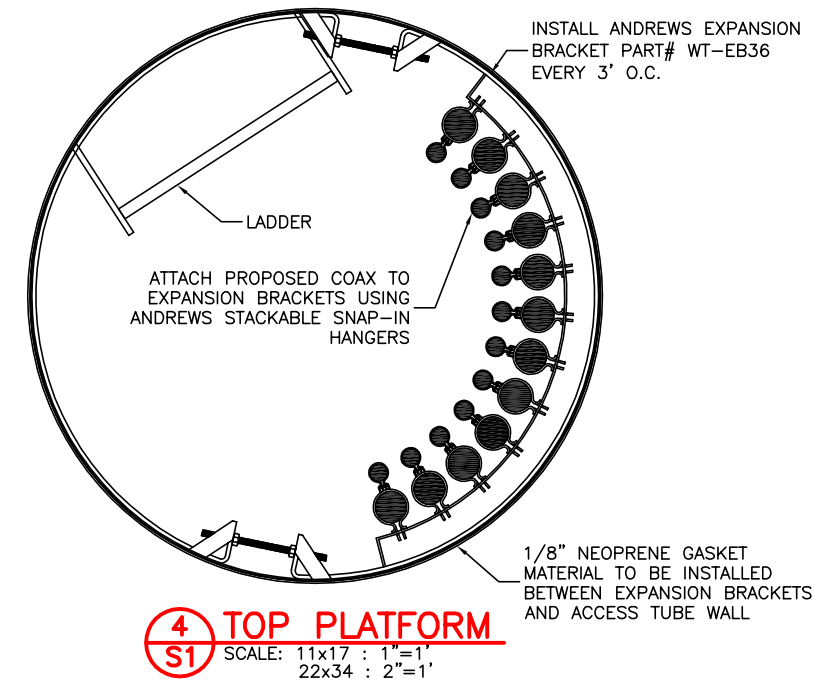
1 BASEBELL
SCALE: 11x17 : 3/16"=1'
22x34 : 3/8"=1'



2 CONDENSATE PLATFORM
SCALE: 11x17 : 3/8"=1'
22x34 : 3/4"=1'



3 TOP PLATFORM
SCALE: 11x17 : 1/4"=1'
22x34 : 1/2"=1'



4 TOP PLATFORM
SCALE: 11x17 : 1"=1'
22x34 : 2"=1'



26935 NORTHWESTERN HWY.
SUITE 100
SOUTHFIELD, MI 48034-8449
OFFICE: 248-915-3000
FAX: 248-915-3598



DIXON
ENGINEERING INC.
1104 Third Avenue
Lake Odessa, MI 48849
Fax (616) 374-7116
Telephone (616) 374-3221
www.dixonengineering.net

OAK POINTE W.T.
GENOA TWP.
BRIGHTON, MI 48116

NO.	REVISION/DESCRIPTION	DATE
#1.	SUBMITTED FOR REVIEW/BIDDING	09/18/09

CARRIER SITE NO.
VZW 1132 & MI-2223

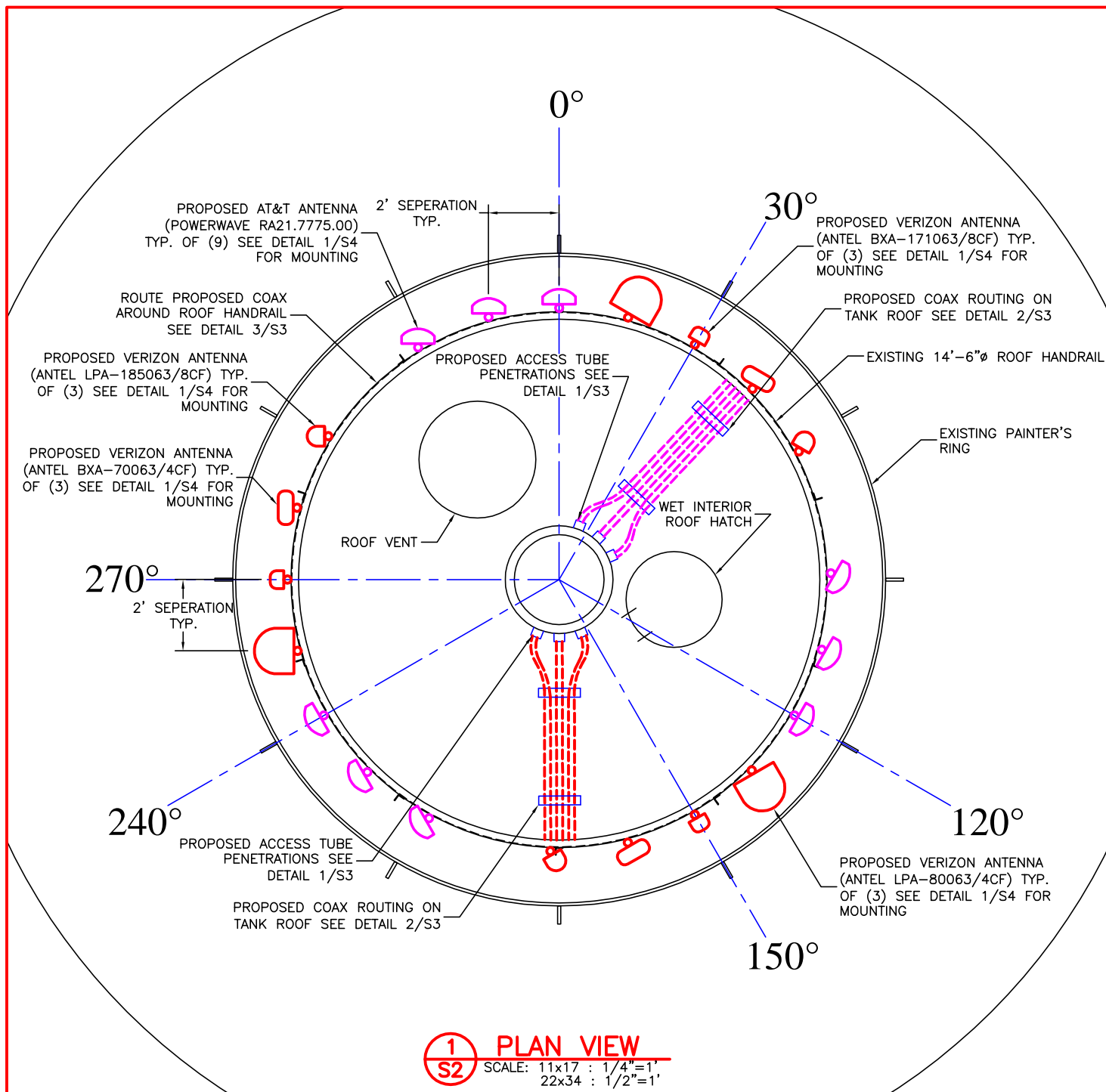
DIXON PROJECT NO.
--

DRAWN BY
CMK

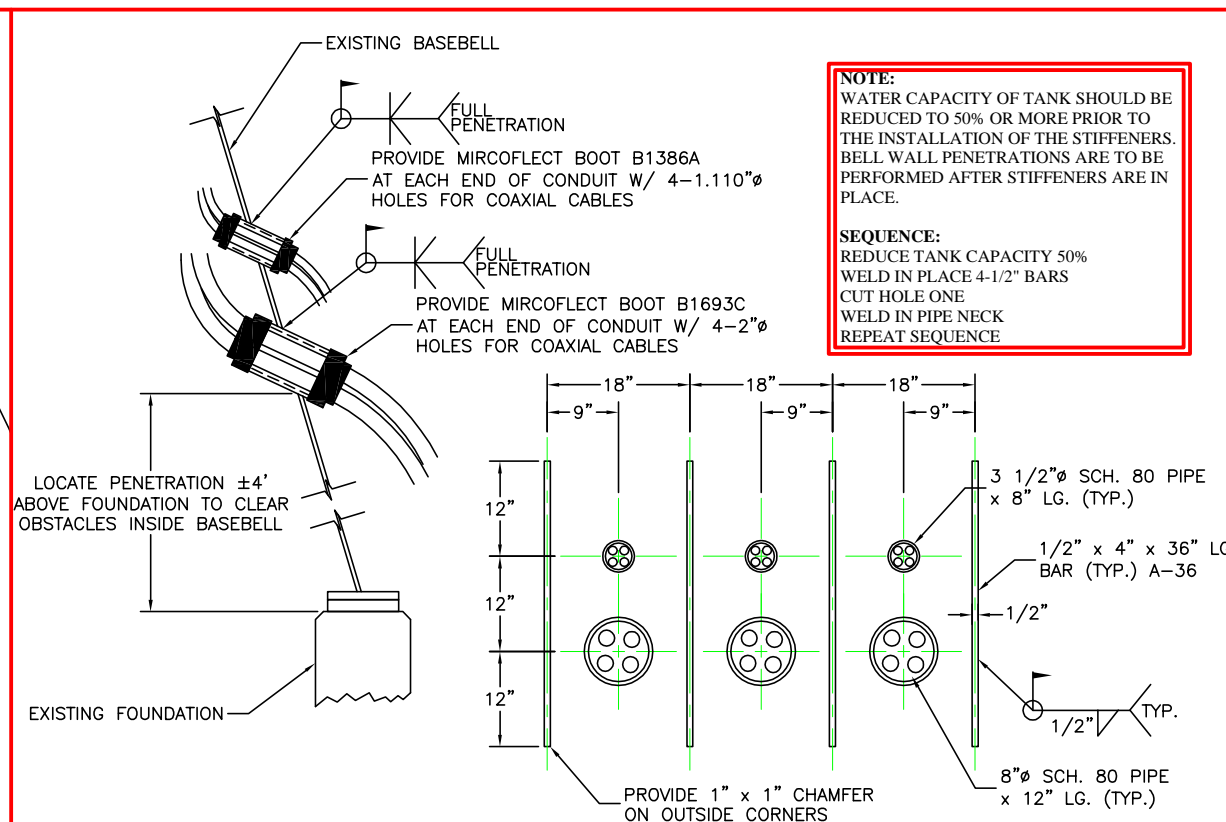
CHECKED BY
IMG

SHEET TITLE
STRUCTURAL DRAWINGS

S-1



1 PLAN VIEW
 S2 SCALE: 11x17 : 1/4"=1'
 22x34 : 1/2"=1'

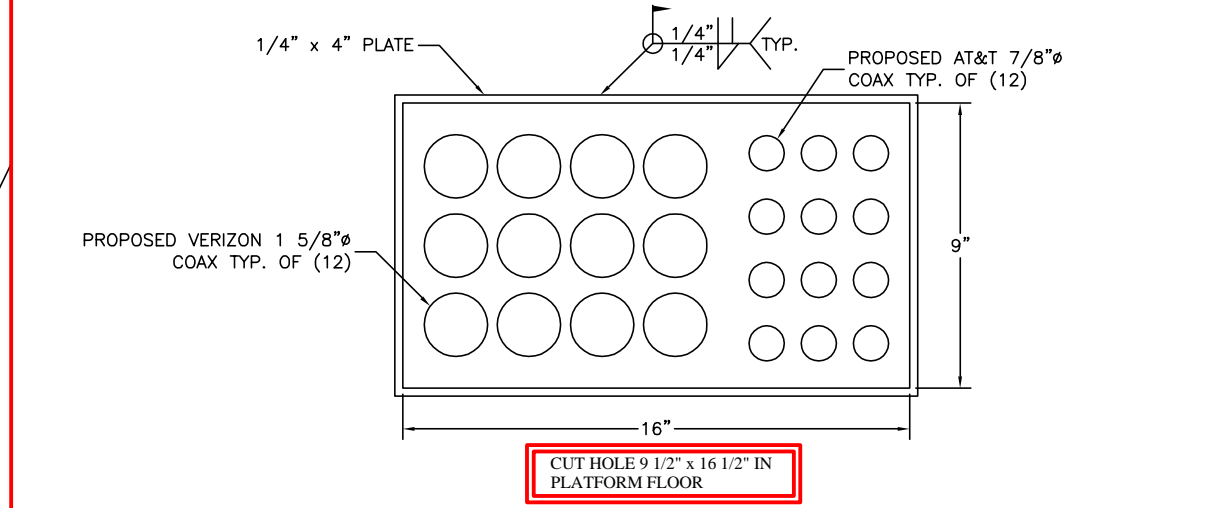


NOTE:
 WATER CAPACITY OF TANK SHOULD BE REDUCED TO 50% OR MORE PRIOR TO THE INSTALLATION OF THE STIFFENERS. BELL WALL PENETRATIONS ARE TO BE PERFORMED AFTER STIFFENERS ARE IN PLACE.

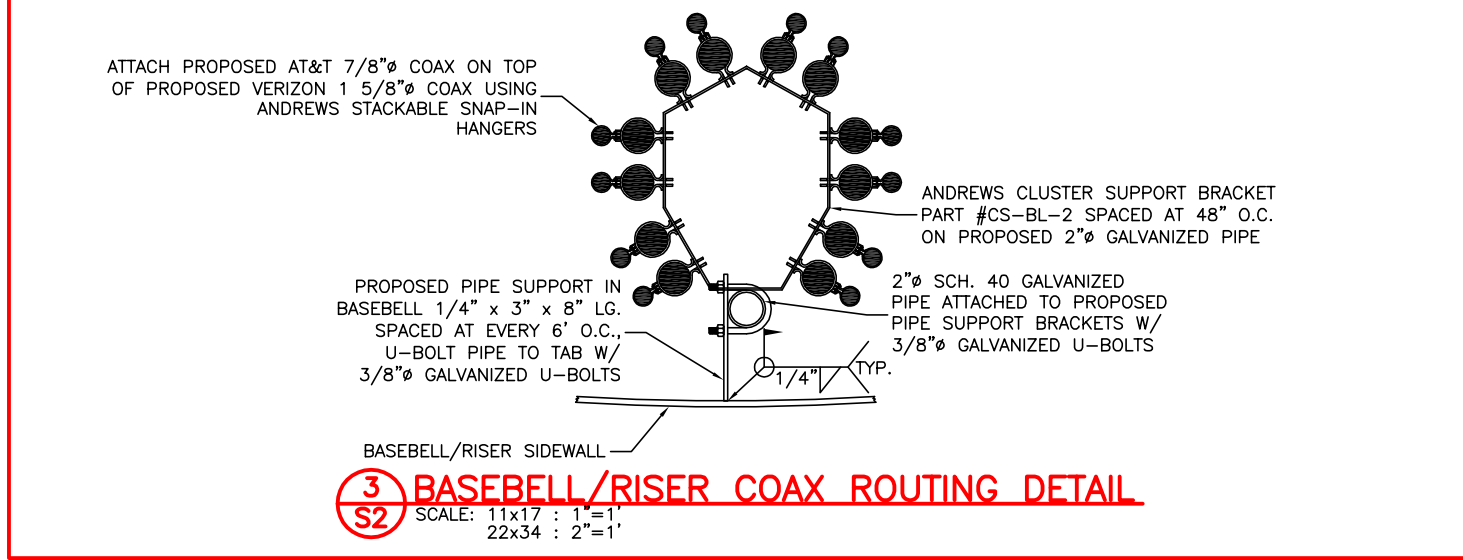
SEQUENCE:
 REDUCE TANK CAPACITY 50%
 WELD IN PLACE 4-1/2" BARS
 CUT HOLE ONE
 WELD IN PIPE NECK
 REPEAT SEQUENCE

2 BASEBELL PENETRATIONS
 S2 SCALE: 11x17 : 1/2"=1'
 22x34 : 1"=1'

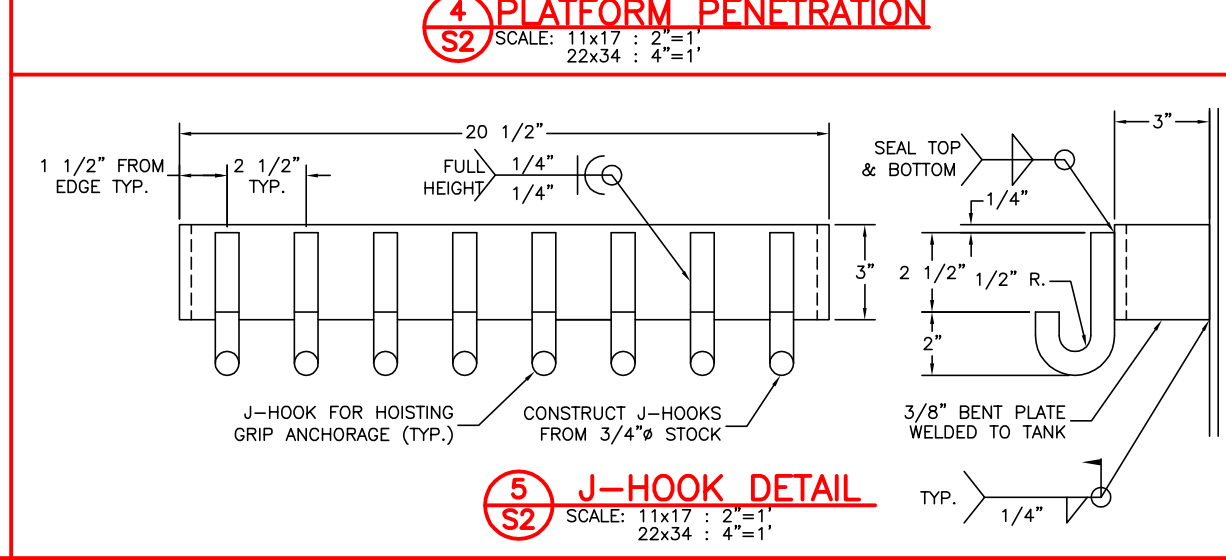
DETAIL 2A
 SCALE: 11x17 : 1/2"=1'
 22x34 : 1"=1'



4 PLATFORM PENETRATION
 S2 SCALE: 11x17 : 2"=1'
 22x34 : 4"=1'



3 BASEBELL/RISER COAX ROUTING DETAIL
 S2 SCALE: 11x17 : 1"=1'
 22x34 : 2"=1'



5 J-HOOK DETAIL
 S2 SCALE: 11x17 : 2"=1'
 22x34 : 4"=1'

verizon wireless

26935 NORTHWESTERN HWY.
 SUITE 100
 SOUTHFIELD, MI 48034-8449
 OFFICE: 248-915-3000
 FAX: 248-915-3598

AT&T

DIXON ENGINEERING INC.
 1104 Third Avenue
 Lake Odessa, MI 48849
 Fax (616) 374-7116
 Telephone (616) 374-3221
 www.dixonengineering.net

OAK POINTE W.T.
 GENOA TWP.
 BRIGHTON, MI 48116

NO.	#1.	DATE	09/18/09						

CARRIER SITE NO.
 VZW 1132 & MI-2223

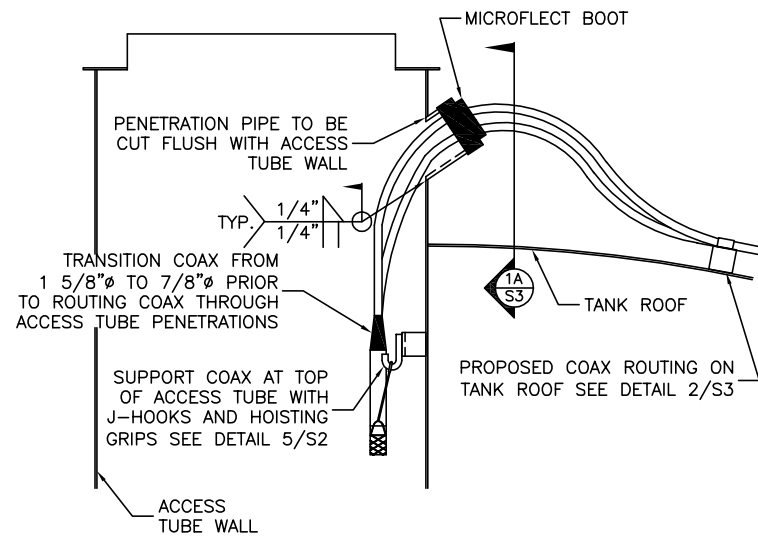
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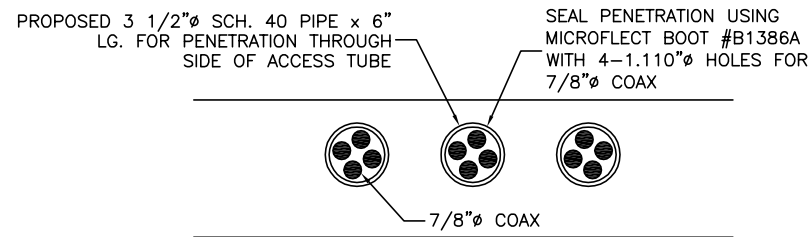
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 STRUCTURAL DRAWINGS

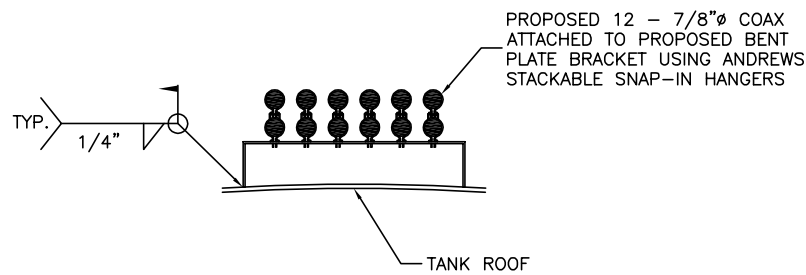
S-2



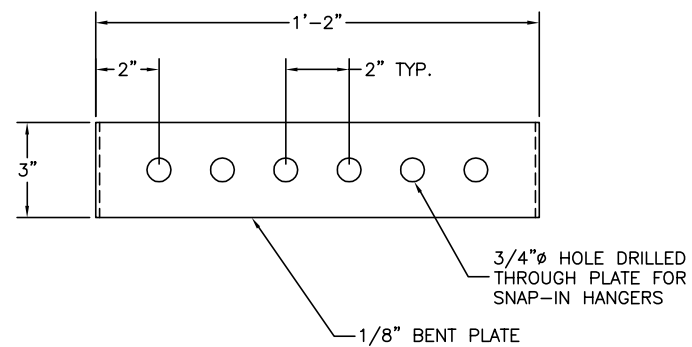
1 ACCESS TUBE PENETRATIONS
S3 SCALE: 11x17 : 1/2"=1'
 22x34 : 1"=1'



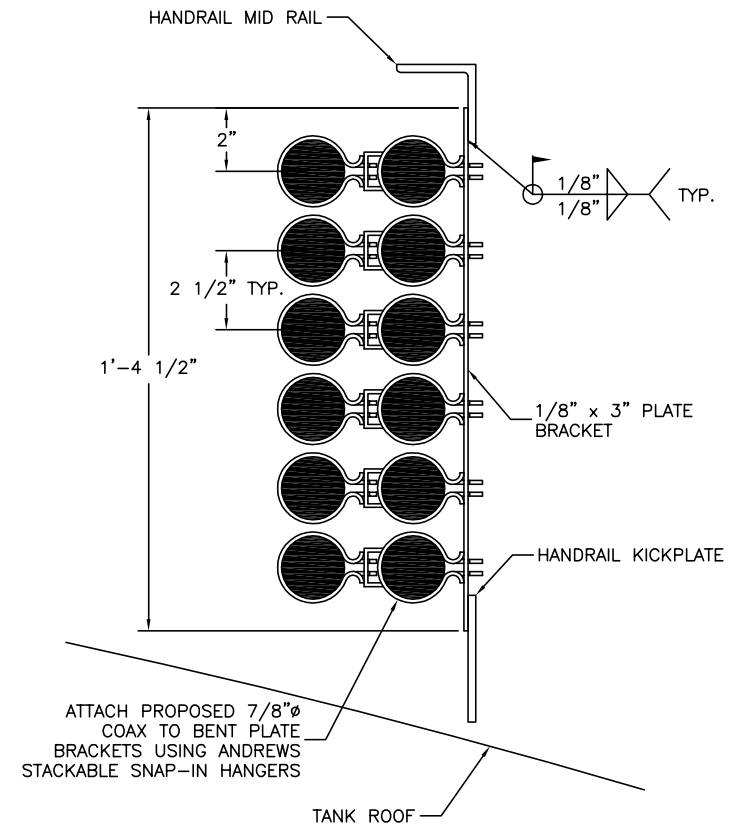
1A ACCESS TUBE FLANGE SECTION
S3 SCALE: 11x17 : 1"=1'
 22x34 : 2"=1'



2 ROOF COAX SUPPORT
S3 SCALE: 11x17 : 1"=1'
 22x34 : 2"=1'



2A ROOF COAX SUPPORT
S3 SCALE: 11x17 : 2"=1'
 22x34 : 4"=1'



3 COAX ROUTING ON HANDRAIL
S3 SCALE: 11x17 : 2"=1'
 22x34 : 4"=1'



26935 NORTHWESTERN HWY.
 SUITE 100
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OAK POINTE W.T.
 GENOA TWP.
 BRIGHTON, MI 48116

NO.	#1.	REVISION/DESCRIPTION	DATE
		SUBMITTED FOR REVIEW/BIDDING	09/18/09

CARRIER SITE NO.
 VZW 1132 & MI-2223

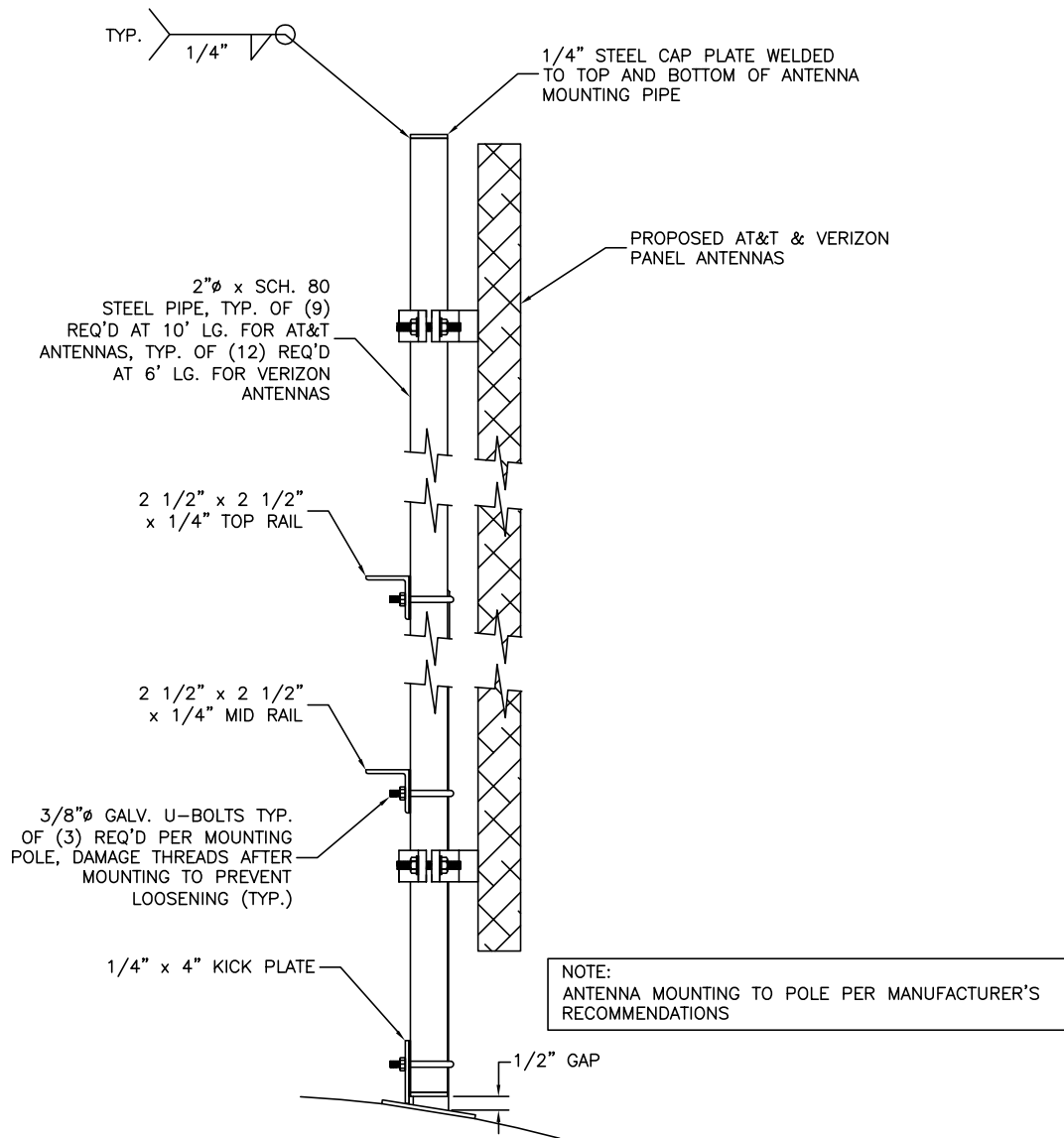
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SHEET TITLE
 STRUCTURAL DRAWINGS

S-3



1
S4 **ANTENNA MOUNT**
SCALE: 11x17 : 1"=1'
22x34 : 2"=1'

GENERAL WELDING:

1. ALL WELDING SHALL BE PERFORMED BY A CERTIFIED WELDER.
2. COMPLY WITH THE AWS D1.1 STRUCTURAL WELDING CODE, ANSI/AWWA D100-96 (LATEST EDITION THEREOF), "AWWA STANDARD FOR WELDED STEEL TANKS FOR WATER STORAGE" AND FEDERAL, STATE, AND LOCAL CODES, DURING CONSTRUCTION DESIGN AND FABRICATION.
3. MAKE ALL WELDS TO THE TANK WALL WITH E7018 LOW HYDROGEN ROD. WELD SMOOTH AND AVOID UNDERCUTS AND BURRS. GRIND SMOOTH ALL WELDS SO THAT NO SHARP PROTRUSIONS REMAIN. SMOOTH IS DEFINED AS: "NO CUTS OR ABRASIONS OCCUR WHEN RUBBING YOUR HAND OVER THE WELD."
4. BEFORE WELDING, REMOVE ALL COATINGS WITHIN 6" OF THE AREA TO BE WELDED.
5. USE ASTM A-36 CARBON STEEL FOR ALL STRUCTURAL STEEL; USE A-307 BOLTS UNLESS OTHERWISE SPECIFIED.
6. FIELD FIT UP PROBLEMS OR CHANGES TO THE PLAN SHEETS ARE TO BE BROUGHT TO THE ATTENTION OF THE ENGINEER.

GENERAL PAINTING INSTRUCTIONS:

1. SHOP PAINTING:
ABRASIVE BLAST CLEAN ALL NEW STEEL TO COMMERCIAL GRADE (SSPC-SP6) CONDITION AND APPLY A THREE COAT EPOXY/URETHANE SYSTEM AS FOLLOWS:

COAT	TNEMEC SERIES	MINIMUM DFT	MAXIMUM DFT
PRIMER	N27	2.0	3.0
INTERMEDIATE	N27	2.0	3.0
TOP COAT*	74	2.0	3.0
2. EDGES TO BE WELDED IN THE FIELD SHALL NOT BE COATED (LEAVE A MINIMUM OF TWO INCHES BARE METAL.)

3. FIELD PAINTING:
EXTERIOR-SOLVENT CLEAN, SPOT POWER TOOL CLEAN ALL ABRADED AND WELDED AREAS TO A SSPC-SP11 GRAY METAL CONDITION AND SPOT COAT IN ACCORDANCE WITH COATINGS AS SPECIFIED ABOVE.
DRY INTERIOR-SPOT POWER TOOL CLEAN ALL AREAS OF BURNED COATING TO A SSPC-SP11 GRAY METAL CONDITION AND APPLY A TWO COAT EPOXY POLYAMIDE SYSTEM AS FOLLOWS:

COAT	TNEMEC SERIES	MINIMUM DFT	MAXIMUM DFT
PRIMER	FC20	3.0	5.0
TOP COAT*	FC20	3.0	5.0

WET INTERIOR-SPOT POWER TOOL CLEAN ALL AREAS OF BURNED COATING TO A SSPC-SP11 GRAY METAL CONDITION AND COAT IN ACCORDANCE WITH COATINGS AS SPECIFIED BELOW:

COAT	RAVEN SERIES	MINIMUM DFT	MAXIMUM DFT
PRIMER	AQUATAPOXY	3.0	5.0
TOP COAT	AQUATAPOXY	3.0	5.0
TOTAL		6.0	10.0

4. PREPARATION OF GALVANIZED MATERIAL:
APPLY ONE COAT OF CLEAN 'N' ETCH AS PER MANUFACTURER'S RECOMMENDATIONS AND COAT IN ACCORDANCE WITH COATINGS AS SPECIFIED BELOW:

COAT	TNEMEC SERIES	MINIMUM DFT	MAXIMUM DFT
PRIMER	66 HI-BUILD EPOXOLINE	2.0	3.0
TOP COAT*	1074 ENDURA-SHIELD	2.0	3.0
TOTAL		4.0	6.0

5. PREPARATION OF ALL MISCELLANEOUS ANTENNA EQUIPMENT:
(ANTENNAS, COAX, MOUNTING BRACKETS)

COAT	TNEMEC SERIES	MINIMUM DFT	MAXIMUM DFT
PRIMER	135 CHEMBUILD EPOXY	3.0	4.0
TOP COAT*	1074 ENDURA-SHIELD	2.0	3.0
TOTAL		5.0	7.0

6. APPLY ALL COATINGS IN ACCORDANCE WITH MANUFACTURERS RECOMMENDATIONS.

*TOP COAT COLOR TO MATCH EXISTING COLOR. (SEE TANK OWNER FOR RECORDS)

GENERAL NOTES



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OAK POINTE W.T.
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NO.	#1.	REVISION/DESCRIPTION	DATE
		SUBMITTED FOR REVIEW/BIDDING	09/18/09

CARRIER SITE NO.
VZW 1132 & MI-2223

DIXON PROJECT NO.
--

DRAWN BY
CMK

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IMG

SHEET TITLE
STRUCTURAL DRAWINGS

S-4



SUBSTITUTE W-9 AND VENDOR CLASSIFICATION FORM

Check all boxes in the following sections that apply to your business

(Incomplete forms will cause Delays on Payments)

GENOA CHARTER TOWNSHIP

2911 Dorr Road
Brighton, Michigan 48116

~ If this address is incorrect, please change.

~ If you have had a name change, please include written documentation and new federal tax identification number.

IS THIS COMPANY MINORITY, WOMAN OR PROTECTED CLASS-OWNED (M/W/DV BE)? YES NO If yes, please select from below:

GENDER: Male Female BUSINESS OWNERSHIP/CLASSIFICATION: African American Asian/Pacific American
 Asian/Subcontinent American Hispanic American Native Indian/Eskimo/Hawaiian American Non-minority Persons with Disability
 Service Disabled Veteran Vietnam-era Veteran Veteran

BUSINESS TYPE: Large Small 8(A) SDB Small Disadvantaged Business HUB

CERTIFYING AGENCY: California Clearinghouse (CPUC) NMSDC (Affiliate) State SBA WBENC USPAACC
 Other (specify) _____

If certified, please fax or mail a copy of this form and your certification form to: Gwen Wilson, Verizon Wireless, 600 Hidden Ridge, MC# HQE04D12, Irving, TX 75118 (fax # 972-718-4337). For more information, log on to the website at www.verizonwireless.com/supplierdiversity.

BUSINESS ACTIVITY: (Check One)

Services Only Legal Firm / Attorney / Lawyer Medical / Health Care
 Real Estate rental / lease Merchandise (goods) only
 Consultant / Professional Fees Merchandise & services

CHECK IF APPLICABLE:

A Division of (Same Federal Tax ID as Parent) _____ (Parent Company)
 A Wholly-Owned Subsidiary of (Different Federal Tax ID than Parent) _____ (Parent Company)
 Non-US Supplier (Primarily of Foreign Origin) _____ (Country)

PAYMENT TERMS: see Lease

Please complete the information on the following page. We are required by law to obtain this information from you when making a reportable payment to you. If you do not provide us with this information, your payments may be subject to a 30% federal income tax backup withholding (29% after December 31, 2003). Also, if you do not provide us this information, you may be subject to a \$50 penalty imposed by the Internal Revenue Service under Section 6723. Federal law on backup withholding preempts any state or local law remedies, such as any right to a mechanic's lien. If you do not furnish a valid TIN, or if you are subject to backup withholding, the payor is required to withhold 30% of its payment to you (29% after December 31, 2003). Backup withholding is not a failure to pay you. It is an advance tax payment. You should report all backup withholding as a credit for taxes paid on your federal income tax return.

Use this form only if you are a U.S. person (including U.S. resident alien). If you are a foreign person, use the appropriate Form W-8.

Instructions – for following page

1. Complete Part 1 by completing the one row of boxes that corresponds to your tax status.
2. Complete Part 2 if you are exempt from Form 1099 reporting.
3. Complete Part 3 to sign and date the form.
4. Return this completed form to us in the enclosed envelope. (**Note:** If you are a M/W/DV BE please fax or mail a copy of this form and your certification form as instructed above.)

Part 1 – Tax Status: (complete only one row of boxes)

Individuals:
(Fill out this row)

Individual Name: (First name, middle initial, last name) _____	Individual's Social Security Number ____-____-____
---	---

Sole Proprietor:
(Fill out this row)

A sole proprietorship may have a "doing business as (dba)" trade name, but the legal name is the name of the business owner.

Business Owner's Name: (REQUIRED) (First name) _____ (Middle initial) _____ (Last name) _____	Business Owner's Social Security Number ____-____-____ or Employer ID Number ____-____-____	Business or Trade Name (OPTIONAL) _____ _____
---	--	---

Partnership:
(Fill out this row)

Include LLC (Limited Liability Company)

Name of Partnership: _____	Partnership's Employer Identification Number: ____-____-____	Partnership's Name on IRS records: (see IRS mailing label) _____
-------------------------------	---	---

Corporation, exempt charity, or other entity:
(Fill out this row)

A corporation may use an abbreviated name or its Partnership's Employer Identification Number: _____ the Articles of Incorporation			
Name of Corporation or Entity: The Township of Genoa	Employer Identification Number: ____-____-____	Are you incorporated? Yes <input type="checkbox"/> No <input type="checkbox"/>	Attach all business names (DBAs) _____

Part 2 – Exemption: If exempt from Form 1099 reporting, check here: AND circle your qualifying

- | | | | | |
|---|---|--|---|--|
| 1. Corporation except there is no exemption for medical and healthcare payments or payments for legal services. | 2. Tax Exempt Charity under 501(a) (includes 501(a)(3), or IRA) | 3. The United States or any of its agencies or instrumentalities | 4. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions | 5. A foreign government or any of its political subdivisions |
|---|---|--|---|--|

Part 3 – Signature: I am a U.S. person (including a U.S. resident alien).

Person completing this form:

Title: _____ Name: _____

Signature: _____ Date: _____

Tax correspondence address: _____

_____ 2911 Dorr Road _____

City: Brighton State: MI ZIP: 48116

Phone: (810) 227-5225

If address for payment is different, please list payment remit address below:

Remit address: _____

City: _____ State: _____ ZIP: _____

Nonresident aliens:

U.S. resident aliens who claim a treaty benefit based on a saving clause must complete a form W-9 (this form is acceptable) and attach the required information to avoid backup withholding. (treaty country, treaty article addressing the income, the article number in the tax treaty that contains the saving clause and its exceptions, the type and amount of income that qualifies for the exemption from tax, and sufficient facts to justify the exemption from tax under the terms of the treaty article)

SITE NAME: Oak Pointe
SITE NUMBER: MI-1132
ATTY/DATE: 07-30-12

LAND LEASE AGREEMENT

THIS AGREEMENT, made _____, 2012, between **THE VILLAS OF OAK POINTE ASSOCIATION**, a Michigan non-profit corporation, with its principal offices located at 1100 Victors Way, Suite 50, Ann Arbor, MI 48108, hereinafter designated "**LESSOR**", and **NEW PAR**, a Delaware partnership d/b/a Verizon Wireless, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated "**LESSEE**". LESSOR and LESSEE are collectively referred to hereinafter as the "**Parties**" or individually as the "**Party**".

WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. **PREMISES.** (a) LESSOR hereby leases to LESSEE a portion of that certain parcel of property (the entirety of LESSOR'S property is referred to hereinafter as the "**Property**"), located as unaddressed property in Genoa Township, Livingston County, Michigan, being described as an irregularly shaped parcel underlying the portions of the entire equipment building (the "**Entire Shelter**") depicted as "Leased Building Space" and "Generator Room" on attached **Exhibit "B"**, made a part hereof (the "**Land Space**"); together with non-exclusive rights and easements (collectively, the "**Rights of Way**") for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, over, under or along a variable width easement extending from the nearest public right-of-way, Club Drive, to the Land Space, and for the installation and maintenance of utility wires, cables, conduits and pipes, under or along other variable width easements; and together with any further easements or rights of way (the "**Further Rights of Way**") over and through the Property between the Land Space and the water tower existing on the Property (the "**Tower**") for the installation and maintenance of wires, cables, conduits, and pipes. The Land Space, Rights of Way and Further Rights of Way, if any, are substantially as described in **Exhibit "A"**, attached hereto and made a part hereof, and are collectively referred to hereinafter as the "**Premises**". The Property is also shown on the Tax Map of Livingston County as Tax ID No. 11-27-301-003 and is further described in Liber 2247, Page 668, as recorded in the Office of Livingston County.

In the event that any public utility is unable to use the Rights of Way or Further Rights of Way, LESSOR hereby agrees to grant an additional easement either to LESSEE or to the public utility at no cost to LESSEE. LESSEE agrees that all utility wires, cables, conduits, and pipes shall be located underground, except as shown on the **Exhibit "B"** site plan and survey.

(b) The parties acknowledge that Genoa Charter Township (the "**Township**") owns certain easement rights in the water tower easement located within the Property as set forth in the Master Deed for the Villas of Oak Pointe (recorded in Liber 2247, Page 668, Livingston County Records), certain additional ingress, egress and utility easements comprising the Rights of Way as further set forth in that

certain Declaration of Easements, dated _____, between LESSOR and the Township, which will be recorded in the Livingston County Records prior to the Memorandum of this Agreement referenced in Paragraph 27. The parties further acknowledge that, simultaneously herewith, LESSEE shall enter into a Water Tower Lease Agreement (the "**Township Lease**") with the Township for the same Premises herein, as well as space on the Tower for LESSEE's equipment, in which Township Lease will be provided rent payments to the Township as those under this Agreement.

2. **SURVEY.** LESSOR also hereby grants to LESSEE the right to survey the Property and the Premises, at LESSEE's expense, and said survey shall then become **Exhibit "B"** which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and **Exhibit "A"**. Cost for such work shall be borne by LESSEE.

3. **TERM; RENTAL.** (a) This Agreement shall be effective as of the date of execution and delivery by both Parties, provided, however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments shall commence and be due at a total annual rental of NINE THOUSAND SIX HUNDRED and 00/100 Dollars (\$9,600.00), paid in annual installments on the Commencement Date and each anniversary thereof, in advance, to LESSOR or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 24 below. This Agreement shall commence based upon (i) the earlier date on which LESSEE commences to install footings for the Entire Shelter or to install antenna equipment on the Tower, or (ii) March 1, 2013, whichever occurs first. In the event the date of commencing installation of equipment is determinative and such date falls between the 1st and the 15th day of the month, this Agreement shall commence on the 1st day of that month, and if such date falls between the 16th and the 31st day of the month, then this Agreement shall commence on the 1st day of the following month (either of the foregoing or March 1, 2013, if applicable, being the "**Commencement Date**"). LESSOR and LESSEE agree that they shall acknowledge in writing the Commencement Date in the event the Commencement Date is based upon the date LESSEE commences installation of the equipment on the Premises. In the event the Commencement Date is the fixed date set forth above, there shall be no written acknowledgement required. LESSOR and LESSEE acknowledge and agree that initial rental payment(s) shall not actually be sent by LESSEE until thirty (30) days after the Commencement Date or after a written acknowledgement confirming the Commencement Date, if such an acknowledgement is required. By way of illustration of the preceding sentence, if the Commencement Date is January 1 and no written acknowledgement confirming the Commencement Date is required, LESSEE shall send to LESSOR the rental payment for the first year of the Term by February 1, and if the Commencement Date is January 1 and a required written acknowledgement confirming the Commencement Date is dated January 14, LESSEE shall send to LESSOR the rental payment for the first year of the Term by February 13. Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and, in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

(b) LESSOR hereby agrees to provide to LESSEE certain documentation (the "**Rental Documentation**") evidencing LESSOR's interest in, and right to receive payments under, this Agreement, including without limitation: (i) documentation, acceptable to LESSEE in LESSEE's reasonable discretion, evidencing LESSOR's good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits hereunder; (ii) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to LESSEE, for any party to

whom rental payments are to be made pursuant to this Agreement; and (iii) other documentation requested by LESSEE in LESSEE's reasonable discretion. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. The Rental Documentation shall be provided to LESSEE in accordance with the provisions of and at the address given in Paragraph 24. Delivery of Rental Documentation to LESSEE shall be a prerequisite for the payment of any rent by LESSEE and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments until Rental Documentation has been supplied to LESSEE as provided herein.

Within fifteen (15) days of obtaining an interest in the Property or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall provide to LESSEE Rental Documentation in the manner set forth in the preceding paragraph. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, any assignee(s) or transferee(s) of LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. Delivery of Rental Documentation to LESSEE by any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall be a prerequisite for the payment of any rent by LESSEE to such party and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments to any assignee(s), transferee(s) or other successor(s) in interest of LESSOR until Rental Documentation has been supplied to LESSEE as provided herein.

4. **EXTENSIONS.** This Agreement shall automatically be extended for four (4) additional five (5) year terms unless LESSEE terminates it at the end of the then-current term by giving LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term. The initial term and all extensions shall be collectively referred to herein as the "***Term***".

5. **EXTENSION RENTALS.** The annual rental for the first (1st) five (5) year extension term shall be increased to ELEVEN THOUSAND FORTY and 00/100 Dollars (\$11,040.00); the annual rental for the second (2nd) five (5) year extension term shall be increased to TWELVE THOUSAND SIX HUNDRED NINETY-SIX and 00/100 Dollars (\$12,696.00); the annual rental for the third (3rd) five (5) year extension term shall be increased to FOURTEEN THOUSAND SIX HUNDRED and 40/100 Dollars (\$14,600.40); and the annual rental for the fourth (4th) five (5) year extension term shall be increased to SIXTEEN THOUSAND SEVEN HUNDRED NINETY and 46/100 Dollars (\$16,790.46).

6. **CONSTRUCTION / MAINTENANCE.** (a) Any and all construction and installation of equipment on the Premises by LESSEE shall be in accordance with: (i) the final Site Plan approved by LESSOR's Architectural Control Committee, Oak Pointe Community Architectural Control Committee, and the Township; (ii) the conditions of the Township's Board of Trustees' approval as set forth in the minutes of the Board of Trustees' October 4, 2010 meeting; and (iii) in accordance with the Township Ordinances. Any areas within the Property or the condominium project of which the Property is a part (the "***Condominium***") that are damaged by LESSEE in the construction, repair or alteration of LESSEE's equipment shall be promptly restored to a like condition as existed immediately prior to commencing such construction, repair or alteration.

(b) During the Term of this Agreement, LESSEE shall maintain the landscaping installed by LESSEE on the Property in accordance with the final Township approved Site Plan, including conditions contained in the minutes of the October 4, 2010 Township Board of Trustees meeting (item #6); provided that maintenance shall include the prompt replacement of any trees that die or become diseased

within one (1) year after installation and such replacement trees that conform to the requirements of such final approved Site Plan. LESSOR acknowledges and agrees that maintenance of the remainder of the landscaping not installed by LESSEE on the Property and the Condominium shall be the sole responsibility of LESSOR and LESSEE shall have no responsibility or liability therefor.

(c) Upon notice from LESSEE of the need for such repair or maintenance, LESSOR shall maintain and repair the roof and exterior of the Entire Shelter in good and tenantable condition, provided that: (i) LESSOR shall have a reasonable period not to exceed thirty (30) days to respond to such notice, provided, however, that, if necessary to prevent immediate harm, damage or injury, LESSEE may make such repairs at LESSOR's reasonable expense, and notify LESSOR subsequently; (ii) upon receipt of an invoice therefor, LESSEE shall pay to LESSOR a percentage equal to "Lessee's Share" of the reasonable cost of such notified repair or maintenance; and (iii) LESSOR shall have no liability for incidental or consequential damages caused directly by the need for such repair or maintenance, except if LESSOR fails to make such repair and maintenance within the a period provided in subsection (i) above. "Lessee's Share" shall be equal to a fraction, the numerator of which shall be the square footage of the Entire Shelter leased by LESSEE plus the square footage of the Entire Shelter not leased to or occupied by any other person or entity and the denominator of which shall be the square footage of the Entire Shelter. LESSEE shall assign to LESSOR proceeds from any fire and casualty insurance which may be maintained by LESSEE for its portion of the Entire Shelter that are directly applicable to LESSOR's obligations under this Paragraph 6(c).

7. **TAXES.** LESSEE shall have the responsibility to pay any personal property, real estate taxes, assessments or charges owed on the Property which are the result of LESSEE's use of the Premises and/or the installation, maintenance, and operation of LESSEE's improvements, and any sales tax imposed on the rent (except to the extent that LESSEE is or may become exempt from the payment of sales tax in the jurisdiction in which the Property is located), including any increase in real estate taxes at the Property which arise from LESSEE's improvements and/or LESSEE's use of the Premises, and including Lessee's Share of personal property taxes levied as to the Entire Shelter (as opposed to LESSEE's personal property and equipment installed or located inside the Entire Shelter, which shall be LESSEE's sole responsibility). LESSOR and LESSEE shall each be responsible for the payment of any taxes, levies, assessments and other charges imposed, including franchise and similar taxes, imposed upon the business conducted respectively by LESSOR or LESSEE at the Property. Nothing in this Paragraph shall be construed as making LESSEE liable for any portion of LESSOR's income taxes in connection with any Property or otherwise. Except as set forth in this Paragraph, LESSOR shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property and shall do so prior to the imposition of any lien on the Property.

LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment. LESSOR shall reasonably cooperate with LESSEE, at LESSEE's expense, in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including, but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by LESSEE, there is a reduction, credit or repayment received by LESSOR for any taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment. In the event that LESSEE does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this Paragraph, LESSOR will pursue such dispute at LESSEE's sole cost and expense upon written request of LESSEE.

8. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises solely for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. All improvements, equipment, antennas and conduits shall be at LESSEE's expense and their installation shall be at the discretion and option of LESSEE, subject to the approved site plan for such installation and further subject to Township Ordinances. LESSEE shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the utilities, equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term, subject to the Township Ordinances; and subject further to LESSOR's approval (not to be unreasonably withheld) if the Entire Shelter would be increased in size or height or its exterior materially altered. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively, the "***Governmental Approvals***") that may be required by any federal, state or local authorities as well as satisfactory soil boring tests and structural analysis which will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE. In the event that: (a) any of such applications for such Governmental Approvals should be finally rejected, (b) any Governmental Approval issued to LESSEE is canceled, expires, lapses or is otherwise withdrawn or terminated by governmental authority, (c) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner, (d) LESSEE determines that any soil boring tests or structural analysis is unsatisfactory, (e) LESSEE determines that the Premises is no longer technically or structurally compatible for its use, or (f) LESSEE, in its sole discretion, determines that the Premises is obsolete or unnecessary, LESSEE shall have the right to terminate this Agreement. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE provided that if LESSEE has commenced construction or installed any equipment on the Premises and seeks termination under subsections (e) or (f) above, then such termination shall not be effective until the later of: (i) the day before the fourth (4th) anniversary of the Commencement Date; (ii) the date of mailing of such termination notice, or (iii) the later date designated by LESSEE. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, LESSEE shall have no further obligations for the payment of rent to LESSOR.

9. INDEMNIFICATION. Subject to Paragraph 10 below, each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents.

10. INSURANCE.

(a) The Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to the Property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter

carried by the Parties, or either of them. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

(b) LESSOR and LESSEE each agree that at its own cost and expense, each will maintain commercial general liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence. LESSOR and LESSEE each agree that it will include the other Party as an additional insured.

11. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 9 and 30, neither Party shall be liable to the other, or any of their respective agents, representatives, employees, for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

12. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, commencing with the fourth (4th) anniversary of the Commencement Date, provided LESSEE is not in default hereunder beyond applicable notice and cure periods, LESSEE shall have the right to terminate this Agreement upon the annual anniversary of the Commencement Date, provided that three (3) months prior notice is given to LESSOR.

13. ACCESS TO TOWER. LESSOR agrees to not limit LESSEE's access to the Tower. LESSOR shall furnish LESSEE with necessary means of access for the purpose of ingress and egress to this site and Tower location. It is agreed, however, that only authorized engineers, employees or properly authorized contractors of LESSEE or persons under their direct supervision will be permitted to enter said Premises.

14. INTERFERENCE. LESSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then-existing industry standards to any equipment of LESSOR or other lessees of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including, but not limited to, at LESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LESSOR be entitled to terminate this Agreement or relocate the equipment as long as LESSEE is making a good faith effort to remedy the interference issue. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then-existing industry standards to the then-existing equipment of LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for non-compliance with the provisions of this Paragraph and, therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

15. REMOVAL AT END OF TERM. Unless the Township elects to have the Entire Shelter remain on the Premises in accordance with the terms and conditions of the Township Lease, LESSEE shall, upon expiration of the Term or within ninety (90) days after any earlier termination of this Agreement, remove its building(s), antenna(s), equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws (as defined in Paragraph 34 below). If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent at the then-existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of LESSEE's building(s) (if applicable), antenna structure, fixtures and all personal property is completed.

16. HOLDOVER. LESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in Paragraph 15 herein, unless the Parties are negotiating a new lease or lease extension in good faith. In the event that the Parties are not in the process of negotiating a new lease or lease extension in good faith, LESSEE holds over in violation of Paragraph 15 and this Paragraph 16, then the rent then in effect payable from and after the time of the expiration or earlier removal period set forth in Paragraph 15 shall be paid monthly and increased to one hundred and fifteen percent (115%) of one-twelfth ($1/12^{\text{th}}$) of the rent applicable during the year immediately preceding such expiration or earlier termination.

17. RIGHT OF FIRST REFUSAL. If LESSOR elects, during the Term, to grant or sell to a third party by deed, easement or other legal instrument an interest in and to any portion of the Property occupied by LESSEE, for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of this Agreement to such third party (excluding leases of the Other Shelter Space and Tower Space as provided in Section 23 below), LESSEE shall have the right of first refusal to meet any bona fide offer of grant or sale on the same terms and conditions of such offer. If LESSEE fails to meet such bona fide offer within thirty (30) days after written notice thereof from LESSOR, LESSOR may sell or grant the deed, easement or interest in the Property or portion thereof to such third person in accordance with the terms and conditions of such third party offer. For purposes of this Paragraph, any transfer, bequest or devise of LESSOR's interest in the Property as a result of the death of LESSOR, whether by will or intestate succession, or any conveyance to LESSOR's family members by direct conveyance or by conveyance to a trust for the benefit of family members, shall not be considered a grant or sale of the Property for which LESSEE has any right of first refusal.

18. RIGHTS UPON SALE. Should LESSOR, at any time during the Term decide: (a) to sell or transfer all or any part of the Property to a purchaser other than LESSEE, or (b) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder under the terms of this Agreement. To the extent that LESSOR grants to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE for the purpose of operating and maintaining communications facilities or the management thereof and, in con-

junction therewith, assigns this Agreement to said third party, LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of this Agreement.

19. **QUIET ENJOYMENT.** LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.

20. **TITLE.** LESSOR represents and warrants to LESSEE, as of the execution date of this Agreement, and covenants during the Term that title to the Property as a general common element is held by all of the unit owners in the Association, but that LESSOR has good, sufficient and full authority to act and lease the Property on behalf of the unit owners and to enter into and execute this Agreement and lease the Property to LESSEE. LESSOR further covenants during the Term that there are no liens, judgments or impediments of title on the Property, or affecting LESSOR's authority to act as to the same which would prevent or adversely affect the use or occupancy of the Premises by LESSEE as set forth above.

21. **INTEGRATION.** It is agreed and understood that this Agreement contains all agreements, promises and understandings between LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties or in a written acknowledgment in the case provided in Paragraph 3. In the event any provision of this Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under this Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

22. **GOVERNING LAW.** This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the State in which the Property is located.

23. **ASSIGNMENT AND SUBLEASE.** (a) This Agreement may be sold, assigned or transferred by LESSEE without any approval or consent of LESSOR to LESSEE's principal or affiliates, the subsidiaries or affiliates of LESSEE's principal or affiliates, or any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, or partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder.

(b) The Parties acknowledge that: (i) the Entire Shelter on the Premises and the backup power generator therein shall be constructed, installed and made operational by LESSEE at its initial expense, (ii) the Entire Shelter shall be designed to accommodate up to three (3) telecommunications providers (including LESSEE) in the portions of the Entire Shelter not marked on **Exhibit "B"** as "Leased Building Space" or "Generator Room" (collectively, the "**Other Tenant Shelter Space**"), and (iii) LESSEE shall lease from LESSOR (and the Township under the Township Lease) only the portion

of the Entire Shelter shown on **Exhibit "B"** as "Leased Building Space" and "Generator Room" and the Land Space directly underlying the same. As such, LESSEE agrees that LESSOR and the Township shall be permitted to lease directly to other telecommunication providers or other tenants the Other Tenant Shelter Space; but if and only if, as a precondition thereto, in any lease or occupancy agreement for the Other Tenant Shelter Space, LESSOR shall require that such other telecommunication provider pay to LESSEE one-third (1/3rd) of all costs and expenses incurred by LESSEE to construct and install the Entire Shelter (excluding the Generator Room and generator therein).

24. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR:	Villas of Oak Pointe Association 1100 Victors Way, Suite 50 Ann Arbor, Michigan 48108 Attention: Jeff Gourlie	LESSEE:	New Par, d/b/a Verizon Wireless 180 Washington Valley Road Bedminster, New Jersey 07921 Attention: Network Real Estate
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With a copy to:

Makower Abbate and Associates, PLLC
30140 Orchard Lake Road
Farmington Hills, MI 48334
Attention: Mark F. Makower, Esq.

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

25. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.

26. SUBORDINATION AND NON-DISTURBANCE. (a) LESSOR shall obtain not later than fifteen (15) days following the execution of this Agreement, a Non-Disturbance Agreement, as defined below, from its existing mortgagee(s), ground lessors and master lessors, if any, of the Property. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "**Mortgage**") by LESSOR which from time to time may encumber all or part of the Property or Rights of Way; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Tower or Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement in the form reasonably satisfactory to LESSEE, and containing the terms described below (the "**Non-Disturbance Agreement**"), and shall recognize LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Agreement beyond applicable notice and cure periods. The Non-Disturbance Agreement shall include the agreement of the encumbering party ("**Lender**") that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "**Purchaser**") acquires an ownership interest in the Property, Lender or such successor-in-interest or Purchaser will (i) honor all of the terms of this Agreement, (ii) fulfill LESSOR's obligations under this Agreement, and (iii) promptly cure all of the then-existing LESSOR defaults un-

der this Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers.

(b) In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE: (i) confirms that this Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (ii) agrees to attorn to Lender if Lender becomes the owner of the Property, and (iii) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR.

(c) In the event LESSOR defaults in the payment and/or other performance of any Mortgage or other real property interest encumbering the Property, LESSEE may, at its sole option and without obligation, cure or correct LESSOR's default and, upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such Mortgage or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

27. RECORDING. LESSOR agrees to execute a Memorandum of this Agreement which LESSEE may record with the appropriate recording officer. The date set forth in such Memorandum is for recording purposes only and bears no reference to commencement of either the Term or rent payments.

28. DEFAULT.

(a) In the event there is a breach by LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, LESSOR shall give LESSEE written notice of such breach. After receipt of such written notice, LESSEE shall have fifteen (15) days from receipt in which to cure any monetary breach and thirty (30) days from receipt in which to cure any non-monetary breach, provided LESSEE shall have such extended period as may be required beyond the 30-day period if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSEE commences the cure within the 30-day period and thereafter continuously and diligently pursues the cure to completion. LESSOR may not maintain any action or effect any remedies for default against LESSEE unless and until LESSEE has failed to cure the breach within the time periods provided in this Paragraph.

(b) In the event there is a breach by LESSOR with respect to any of the provisions of this Agreement or its obligations under it, LESSEE shall give LESSOR written notice of such breach. After receipt of such written notice, LESSOR shall have thirty (30) days in which to cure any such breach, provided LESSOR shall have such extended period as may be required beyond the 30 days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSOR commences the cure within the 30-day period and thereafter continuously and diligently pursues the cure to completion. LESSEE may not maintain any action or effect any remedies for default against LESSOR unless and until LESSOR has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if LESSOR fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by LESSOR if the failure to perform such an obligation interferes with LESSEE's ability to conduct its business on the Property; provided, however, that if the nature of LESSOR's obligation is

such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such 5-day period and thereafter diligently pursued to completion.

29. REMEDIES. Upon a default beyond applicable notice and cure periods under this Agreement, the non-defaulting Party may, at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including, but not limited to, the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. If a non-defaulting Party so performs any of the defaulting Party's obligations hereunder, the full amount of the reasonable and actual cost and expense incurred by the non-defaulting Party shall immediately be owing by the defaulting Party to the non-defaulting Party, and the defaulting Party shall pay to the non-defaulting Party, upon demand the full undisputed amount thereof with interest thereon from the date of payment at an annual rate of the greater of (a) the prime lending rate last established by The Chase Manhattan Bank (or its successor) plus two percent (2%), or (b) the highest rate permitted by applicable Laws. Notwithstanding the foregoing, if LESSOR does not pay LESSEE the full undisputed amount within thirty (30) days of its receipt of an invoice setting forth the amount due from LESSOR, LESSEE may offset the full undisputed amount, including all accrued interest, due against all fees due and owing to LESSOR until the full undisputed amount, including all accrued interest, is fully reimbursed to LESSEE. Further, in the event of a default by either Party with respect to a material provision of this Agreement that remains uncured beyond the time limits set forth above, without limiting the non-defaulting Party in the exercise of any right or remedy which it may have by reason of such default, the non-defaulting Party may terminate this Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located or this Agreement; provided, however, each party shall use reasonable efforts to mitigate its damages in connection with a default by the other party.

30. ENVIRONMENTAL. LESSOR warrants and represents that neither LESSOR nor, to LESSOR's knowledge, any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any Hazardous Materials (as defined below) on, under, about or within the Property in violation of any Laws. LESSOR and LESSEE each agree that they will not use, generate, store or dispose of any Hazardous Materials on, under, about or within the Property in violation of any Laws. "*Hazardous Material*" shall mean any substance, chemical or waste identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation (including petroleum and asbestos). The foregoing notwithstanding, LESSOR acknowledges that LESSEE shall be using and maintaining on the Property sealed batteries, propane/diesel/gasoline, HVAC system, and a halon/FM200 fire suppression system and the same shall not constitute a violation or breach of this Paragraph. LESSEE shall be solely responsible for any remediation arising directly from LESSEE's use and maintenance on the Property of any Hazardous Materials introduced to the Property by LESSEE, including the foregoing items. The Parties each agree to defend and indemnify the other Party and its partners, members, affiliates, agents and employees against any losses, liabilities, claims or costs, including attorneys' fees and costs, arising from any breach of any warranty, representation or agreement contained in this Paragraph.

31. CASUALTY. In the event of damage by fire or other casualty to the Tower or Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same, or if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt

LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may, at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days' prior written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE's use of the Premises is impaired.

32. CONDEMNATION. In the event of any condemnation of all or any portion of the Land Space or the Rights of Way, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Land Space or the Rights of Way, LESSEE, in LESSEE's sole discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may be expected to unreasonably disrupt LESSEE's operations at the Premises for more than forty-five (45) days, LESSEE may, at LESSEE's option, to be exercised in writing within fifteen (15) days after LESSOR shall have given LESSEE written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession), terminate this Agreement as of the date the condemning authority takes such possession. LESSEE may, on its own behalf, make a claim in any condemnation proceeding involving the Premises for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement. If LESSEE does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the same proportion as the area of the Land Space or the Rights of Way taken bears to the total area of the Land Space or the Rights of Way prior to such taking. In the event that this Agreement is not terminated by reason of such condemnation, LESSOR shall promptly repair any damage to the Land Space or the Rights of Way caused by such condemning authority.

33. SUBMISSION OF AGREEMENT / AUTHORITY. The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

34. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property, to the extent of LESSOR's interest in the same (excluding the Entire Shelter and LESSEE's equipment, building(s), utility wires, cables, conduits and pipes), in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the

Americans with Disabilities Act and laws regulating Hazardous Substances) (collectively, "**Laws**"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, (a) maintain LESSEE's portion (and any unleased portions) of the Entire Shelter and its equipment, utility wires, cables, conduits and pipes in the Premises in compliance with all Laws; and (b) comply with: (i) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises (other than general office use); and (ii) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises.

35. SURVIVAL. The provisions of this Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

36. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of this Agreement. They shall not affect or be utilized in the construction or interpretation of this Agreement.

37. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be considered an original, but which, taken together, shall be one and same instrument.

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

LESSOR:
THE VILLAS OF OAK POINTE ASSOCIATION

By: _____

Its: _____

Dated: _____, 2012

LESSEE:
NEW PAR, d/b/a Verizon Wireless

By: Verizon Wireless (VAW), LLC, its general partner

By: _____
Beth Ann Drohan,
Area Vice President Network

Dated: _____, 2012

Exhibit A

Legal Description of land space water tower easement within the "Property":

Land situated in Genoa Township, County of Livingston, State of Michigan, described as follows:

A permanent easement located in the Southwest 1/4 of Section 27, T2N, R5E, Genoa Township, Livingston County, Michigan, more particularly described as follows: Commencing at the West 1/4 corner of said Section 27; thence N 87°08'24" E, 33.02 feet; thence S 04°35'51" E, 872.81 feet; thence S 88°33'16" E, 189.14 feet; thence N 16°08'56" E, 842.41 feet; thence N 13°57'50" W, 580.54 feet; thence N 87°20'43" E, 316.79 feet; thence N 76°02'10" E, 648.27 feet; thence S 01°19'07" E, 1,625.19 feet to the Point of Beginning; thence S 01°19'07" E, 102.61 feet; thence N 78°21'48" W, 102.61 feet; thence N 01°19'07" W, 102.61 feet; thence S 78°21'48" E, 102.61 feet to the Point of Beginning.

Legal Description of the land underlying the "Entire Shelter":

Land situated in the Township of Genoa, County of Livingston, State of Michigan, described as follows:

Commencing at the Southwest corner of Section 27, T2N, R5E, Genoa Township, Livingston County, Michigan; thence N 02°52'27" W, 1,729.71 feet along the west line of said Section 27; thence N 87°07'33" E, 61.17 feet; thence along the Southerly line of the "Villas of Oak Pointe", Condominium Subdivision Plan No. 126, as recorded in Liber 2247, Pages 714-723, Livingston County Records, in the following three (3) courses: S 88°33'16" E, 164.85 feet, N 86°29'24" E, 405.15 feet, S 78°21'48" E, 698.42 feet to the East line of said "Villas of Oak Pointe"; thence along said East line, N 01°19'07" W, 37.91 feet to the Point of Beginning:

thence S 88°40'53" W, 22.71 feet;
thence N 01°19'07" W, 34.46 feet;
thence N 88°40'53" E, 22.71 feet;
thence S 01°19'07" E, 34.46 feet to the Point of Beginning, being a part of the Southwest 1/4 of Section 27, T2N, R5E, Genoa Township, Livingston County, Michigan; and containing approximately 782.6 square feet, together with non-exclusive variable width easements for overhang, ice bridge, ground ring and stoops.

Together with and subject to a variable width easement for access and utilities, the boundary of said easement being described as follows:

Commencing at the Southwest corner of Section 27, T2N, R5E, Genoa Township, Livingston County, Michigan; thence N 02°52'27" W, 1,729.71 feet along the west line of said Section 27; thence N 87°07'33" E, 61.17 feet to the Point of Beginning:

thence N 04°35'31" W, 66.37 feet along the West line of the "Villas of Oak Pointe", Condominium Subdivision Plan No. 126, as recorded in Liber 2247, Pages 714-723, Livingston County Records,
thence S 88°33'16" E, 189.14 feet along the North line of said "Villas of Oak Pointe";
thence S 16°08'56" W, 6.36 feet;
thence Northeasterly 11.59 feet along the arc of a circular curve to the left, radius 287.00 feet, central angle 02°18'50", long chord N 87°38'55" E, 11.59 feet;
thence N 86°29'31" E, 132.14 feet;
thence Northeasterly 63.87 feet along the arc of a circular curve to the left, radius 205.00 feet, central angle 17°51'07", long chord N 77°33'59" E, 63.61 feet;
thence Northeasterly 53.29 feet along the arc of a circular curve to the right, radius 255.00 feet, central angle 11°58'27", long chord N 74°37'38" E, 53.19 feet;
thence N 80°36'52" E, 39.76 feet;
thence S 81°37'12" E, 39.95 feet;
thence Southeasterly 40.58 feet along the arc of a circular curve to the right, radius 255.00 feet, central angle 09°07'04", long chord S 77°03'40" E, 40.54 feet;
thence S 72°30'08" E, 125.29 feet;
thence Southeasterly 20.97 feet along the arc of a circular curve to the left, radius 205.00 feet, central angle 05°51'40", long chord S 75°25'58" E, 20.96 feet;
thence S 78°21'48" E, 272.86 feet;
thence Northeasterly 146.57 feet along the arc of a circular curve to the left, radius 225.00 feet, central angle 37°19'24", long chord N 82°58'31" E, 143.99 feet;
thence Northeasterly 33.63 feet along the arc of a circular curve to the left, radius 37.00 feet, central angle 52°04'12", long chord N 38°16'53" E, 32.48 feet;
thence Northeasterly 127.78 feet along the arc of a circular curve to the right, radius 63.00 feet, central angle 116°12'52", long chord N 70°20'48" E, 106.98 feet;
thence N 38°27'24" E, 48.52 feet;
thence S 01°19'07" E, 224.68 feet along the East line of said "Villas of Oak Pointe";
thence along the Southerly line of said "Villas of Oak Pointe", in the following three (3) courses:
N 78°21'48" W, 708.68 feet;
S 86°29'24" W, 405.15 feet; and
N 88°33'16" W, 164.85 feet; to the Point of Beginning;
being a part of the Southwest 1/4 of Section 27, T2N, R5E, Genoa Township, Livingston County, Michigan.

Together with a 6 foot wide easement for public utilities, the centerline of said easement being described as:

Commencing at the northeast corner of the "Land Space" described above, in the southeasterly corner of the "Villas of Oak Pointe", Condominium Subdivision Plan No. 126, as recorded in Liber 2247, Pages 714-723, Livingston County Records, as the Point of Beginning;
thence heading westerly south of the southerly curb line of Moret Court to Villa France Drive;
thence northerly crossing Moret Court to be adjacent to and west of the east line of Villa France Drive (as platted) to Versailles Avenue;
thence easterly adjacent to and south of the north line of Versailles Avenue (as platted) to Quebec Lane;
thence northerly adjacent to and west of the east line of Quebec Lane (as platted) to the south line of Filbert Street and the Point of Ending;
being a part of the Northwest 1/4 and the Southwest 1/4 of Section 27, T2N, R5E, Genoa Township, Livingston County, Michigan.

Exhibit B

see attached survey and site plan

MEMORANDUM OF LAND LEASE AGREEMENT

THIS MEMORANDUM OF LAND LEASE AGREEMENT, made this _____ day of _____, 2012, between **THE VILLAS OF OAK POINTE ASSOCIATION**, a Michigan non-profit corporation, with its principal offices located at 1100 Victors Way, Suite 50, Ann Arbor, MI 48108, hereinafter designated "**LESSOR**", and **NEW PAR**, a Delaware partnership d/b/a Verizon Wireless, with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920, hereinafter designated "**LESSEE**". LESSOR and LESSEE are at times collectively referred to hereinafter as the "**Parties**" or individually as the "**Party**".

1. LESSOR and LESSEE entered into a Water Tower Lease Agreement (the "**Agreement**") on _____, 2012, for an initial term of five (5) years, commencing on the Commencement Date, as defined in the Agreement and as hereinafter described. The Agreement shall automatically be extended for four (4) additional five (5) year terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term. The initial term and extensions are together called the "**Term**".

2. LESSOR has good, sufficient and full authority to act and lease the Property on behalf of the unit owners over that certain parcel of property (the entirety of LESSOR's property is referred to hereinafter as the "**Property**"), located in Genoa Township, Livingston County, Michigan, described in **Exhibit "A"**, attached hereto and made a part hereof. Pursuant to and in consideration of the rental and other agreements set forth in the Agreement, LESSOR hereby leases to LESSEE: (a) a parcel of land within the Property (the "**Land Space**") underlying the portions of the entire equipment building (the "**Entire Shelter**") depicted as "Leased Building

Space" and "Generator Room" on attached **Exhibit "B"**, made a part hereof; (b) the non-exclusive rights and easements (collectively, "**Rights of Way**") for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, over, under or along a variable width easement extending from the nearest public right-of-way, Club Drive, to the Land Space, and for the installation and maintenance of utility wires, cables, conduits and pipes under or along other variable width easements, and (c) any further easements or rights of way (the "**Further Rights of Way**") over and through the Property between the Land Space and the water tower existing on the Property (the "**Tower**") for the installation and maintenance of utility wires, cables, conduits, and pipes. The Land Space, Rights of Way and Further Rights of Way are hereinafter collectively referred to as the "**Premises**". The Land Space and Rights of Way are described in **Exhibit "A"**, and the Property (depicted as "Parcel 1"), Land Space, Rights of Way and Further Rights of Way, if any, are substantially described and depicted on **Exhibits "A"** and "**B"**.

3. The "**Commencement Date**" of the Agreement, of which this is a Memorandum, is the date LESSEE commences installation of the equipment on the Premises or March 1, 2013, whichever occurs first; provided, however, that if the date of commencing installation of equipment is determinative and such date falls between: (a) the 1st and the 15th of the month, the "Commencement Date" shall be the 1st day of that month, or (b) the 16th and the last day of the month, then the "Commencement Date" shall be the 1st day of the following month.

4. LESSEE has the right of first refusal to purchase the Premises during the Term of the Agreement.

5. The terms, covenants and provisions of the Agreement, the terms of which are hereby incorporated by reference into this Memorandum, shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of LESSOR and LESSEE, as though fully set forth herein.

6. The sole purpose of this Memorandum is to give notice of the Agreement and all its terms, covenants and conditions to the same extent as if the Agreement were fully set forth herein. This Memorandum shall not modify in any manner the terms, conditions or intent of the Agreement and the Parties agree that this Memorandum is not intended nor shall it be used to interpret the Agreement or determine the intent of the parties under the Agreement.

IN WITNESS WHEREOF, hereunto and to a duplicate hereof, LESSOR and LESSEE have caused this Memorandum to be duly executed on the date first written hereinabove.

LESSOR:
**THE VILLAS OF OAK POINTE
ASSOCIATION**

By: _____

Its: _____

Dated: _____, 2012

LESSEE:
NEW PAR, d/b/a Verizon Wireless

By: Verizon Wireless (VAW), LLC,
its general partner

By: _____
Beth Ann Drohan,
Area Vice President Network

Dated: _____, 2012

LESSOR'S ACKNOWLEDGMENT

STATE OF MICHIGAN)
) SS.
COUNTY OF LIVINGSTON)

The foregoing instrument was acknowledged before me in Livingston County, on _____, 2012, by _____, the _____ of **THE VILLAS OF OAK POINTE ASSOCIATION**, a Michigan non-profit corporation, on behalf of the corporation.

Name: _____
Notary Public, _____ County, Michigan
Acting in Livingston County
My commission expires: _____

LESSEE'S ACKNOWLEDGMENT

STATE OF ILLINOIS)
) ss. :
COUNTY OF COOK)

This instrument was acknowledged before me by Beth Ann Drohan, who is the Area Vice President Network of Verizon Wireless (VAW), LLC, the general partner of **NEW PAR**, d/b/a Verizon Wireless, personally known to me or proved on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument, the entity upon behalf of which the individual acted, executed the instrument, and that such individual made such appearance before the undersigned in the County of Cook, State of Illinois.

Witness my hand and official seal, this _____ day of _____, 2012.

Signature: _____

My commission expires: _____

This instrument drafted by and,
When recorded, return to:
Robert A. LaBelle
Myers Nelson Dillon & Shierk, PLLC
40701 Woodward Ave., Suite 235
Bloomfield Hills, MI 48304

RALVZA

Exhibit A

Legal Description of land space water tower easement within the "Property":

Land situated in Genoa Township, County of Livingston, State of Michigan, described as follows:

A permanent easement located in the Southwest 1/4 of Section 27, T2N, R5E, Genoa Township, Livingston County, Michigan, more particularly described as follows:
Commencing at the West 1/4 corner of said Section 27; thence N 87°08'24" E, 33.02 feet; thence S 04°35'51" E, 872.81 feet; thence S 88°33'16" E, 189.14 feet; thence N 16°08'56" E, 842.41 feet; thence N 13°57'50" W, 580.54 feet; thence N 87°20'43" E, 316.79 feet; thence N 76°02'10" E, 648.27 feet; thence S 01°19'07" E, 1,625.19 feet to the Point of Beginning; thence S 01°19'07" E, 102.61 feet; thence N 78°21'48" W, 102.61 feet; thence N 01°19'07" W, 102.61 feet; thence S 78°21'48" E, 102.61 feet to the Point of Beginning.

Legal Description of the land underlying the "Entire Shelter":

Land situated in the Township of Genoa, County of Livingston, State of Michigan, described as follows:

Commencing at the Southwest corner of Section 27, T2N, R5E, Genoa Township, Livingston County, Michigan; thence N 02°52'27" W, 1,729.71 feet along the west line of said Section 27; thence N 87°07'33" E, 61.17 feet; thence along the Southerly line of the "Villas of Oak Pointe", Condominium Subdivision Plan No. 126, as recorded in Liber 2247, Pages 714-723, Livingston County Records, in the following three (3) courses: S 88°33'16" E, 164.85 feet, N 86°29'24" E, 405.15 feet, S 78°21'48" E, 698.42 feet to the East line of said "Villas of Oak Pointe"; thence along said East line, N 01°19'07" W, 37.91 feet to the Point of Beginning:

thence S 88°40'53" W, 22.71 feet;
thence N 01°19'07" W, 34.46 feet;
thence N 88°40'53" E, 22.71 feet;
thence S 01°19'07" E, 34.46 feet to the Point of Beginning, being a part of the Southwest 1/4 of Section 27, T2N, R5E, Genoa Township, Livingston County, Michigan; and containing approximately 782.6 square feet, together with non-exclusive variable width easements for overhang, ice bridge, ground ring and stoops.

Together with and subject to a variable width easement for access and utilities, the boundary of said easement being described as follows:

Commencing at the Southwest corner of Section 27, T2N, R5E, Genoa Township, Livingston County, Michigan; thence N 02°52'27" W, 1,729.71 feet along the west line of said Section 27; thence N 87°07'33" E, 61.17 feet to the Point of Beginning:

thence N 04°35'31" W, 66.37 feet along the West line of the "Villas of Oak Pointe", Condominium Subdivision Plan No. 126, as recorded in Liber 2247, Pages 714-723, Livingston County Records,
 thence S 88°33'16" E, 189.14 feet along the North line of said "Villas of Oak Pointe";
 thence S 16°08'56" W, 6.36 feet;
 thence Northeasterly 11.59 feet along the arc of a circular curve to the left, radius 287.00 feet, central angle 02°18'50", long chord N 87°38'55" E, 11.59 feet;
 thence N 86°29'31" E, 132.14 feet;
 thence Northeasterly 63.87 feet along the arc of a circular curve to the left, radius 205.00 feet, central angle 17°51'07", long chord N 77°33'59" E, 63.61 feet;
 thence Northeasterly 53.29 feet along the arc of a circular curve to the right, radius 255.00 feet, central angle 11°58'27", long chord N 74°37'38" E, 53.19 feet;
 thence N 80°36'52" E, 39.76 feet;
 thence S 81°37'12" E, 39.95 feet;
 thence Southeasterly 40.58 feet along the arc of a circular curve to the right, radius 255.00 feet, central angle 09°07'04", long chord S 77°03'40" E, 40.54 feet;
 thence S 72°30'08" E, 125.29 feet;
 thence Southeasterly 20.97 feet along the arc of a circular curve to the left, radius 205.00 feet, central angle 05°51'40", long chord S 75°25'58" E, 20.96 feet;
 thence S 78°21'48" E, 272.86 feet;
 thence Northeasterly 146.57 feet along the arc of a circular curve to the left, radius 225.00 feet, central angle 37°19'24", long chord N 82°58'31" E, 143.99 feet;
 thence Northeasterly 33.63 feet along the arc of a circular curve to the left, radius 37.00 feet, central angle 52°04'12", long chord N 38°16'53" E, 32.48 feet;
 thence Northeasterly 127.78 feet along the arc of a circular curve to the right, radius 63.00 feet, central angle 116°12'52", long chord N 70°20'48" E, 106.98 feet;
 thence N 38°27'24" E, 48.52 feet;
 thence S 01°19'07" E, 224.68 feet along the East line of said "Villas of Oak Pointe";
 thence along the Southerly line of said "Villas of Oak Pointe", in the following three (3) courses:
 N 78°21'48" W, 708.68 feet;
 S 86°29'24" W, 405.15 feet; and
 N 88°33'16" W, 164.85 feet; to the Point of Beginning;
 being a part of the Southwest 1/4 of Section 27, T2N, R5E, Genoa Township, Livingston County, Michigan.

Together with a 6 foot wide easement for public utilities, the centerline of said easement being described as:

Commencing at the northeast corner of the "Land Space" described above, in the southeasterly corner of the "Villas of Oak Pointe", Condominium Subdivision Plan No. 126, as recorded in Liber 2247, Pages 714-723, Livingston County Records, as the Point of Beginning;

thence heading westerly south of the southerly curb line of Moret Court to Villa France Drive;
thence northerly crossing Moret Court to be adjacent to and west of the east line of Villa France Drive (as platted) to Versailles Avenue;
thence easterly adjacent to and south of the north line of Versailles Avenue (as platted) to Quebec Lane;
thence northerly adjacent to and west of the east line of Quebec Lane (as platted) to the south line of Filbert Street and the Point of Ending;
being a part of the Northwest 1/4 and the Southwest 1/4 of Section 27, T2N, R5E, Genoa Township, Livingston County, Michigan.

Exhibit B

see attached survey and site plan

Carlin Edwards Brown PLLC

Attorneys & Counselors at Law

John B. Carlin, Jr.
Scott D. Edwards
Michael J. Brown

2855 Coolidge Hwy., Suite 203
Troy, Michigan 48084
P. (248) 816-5000
F. (248) 816-5115
www.cebhlaw.com

July 20, 2012

Central Michigan
6017 W. St. Joe Hwy., Suite 202
Lansing, MI 48917
P. (517) 321-4617
F. (517) 321-4642

Northern Michigan
213 East Main St., 2nd Floor
Gaylord, Michigan 49735
P. (989) 688-5946
F. (989) 688-5901

Ms. Polly Skolarus, Township Clerk
Genoa Charter Township
2911 Dorr Rd.
Brighton, MI 48116

**Re: Licensee: Applebee's Restaurants Mid-Atlantic, LLC ("Applebee's")
Entertainment Permit Request
Location: 3949 E. Grand River Ave., Howell (Genoa Twp.) MI
RID #: 665280**

Dear Clerk:

This firm represents Applebee's in connection with its liquor licensing matters in the State of Michigan. Applebee's has requested an Entertainment Permit from the Michigan Liquor Control Commission for use at its restaurant. It currently has trivia games which are being conducted and this qualifies as entertainment for Liquor Control Commission purposes.

The Liquor Control Commission still requires a Local Governmental Approval Resolution and a Police Investigation Recommendation for an entertainment permit. Enclosed please find the Local Governmental Approval Resolution and a copy of the Police Investigation Recommendation. Please have the matter scheduled for approval at your earliest opportunity.

Should you have any questions or require any additional forms or fees, please contact the undersigned.

Very truly yours,

CARLIN EDWARDS BROWN PLLC

Scott Edwards

Scott Edwards
Direct Dial: (248) 816-3205
E-Mail: sedwards@cebhlaw.com

Enclosure

12-1272



Michigan Department of Licensing and Regulatory Affairs
 Liquor Control Commission (MLCC)
 7150 Harris Drive, P.O. Box 30005 - Lansing, Michigan 48909-7505
 Toll Free (866) 813-0011 • www.michigan.gov/lcc

Business ID: 203817

Request ID: _____
 (For MLCC use only)

Local Government Approval

(Authorized by MCL 436.1501)

Instructions for Applicants:

- Provide a copy of your Application for New Licenses, Permits, or Transfer of Ownership or Interest in License (form LCC-3011 for Retail or form LCC-3015 for Manufacturers and Wholesalers) to the local unit of government.

Instructions for Local Legislative Body:

- Complete this resolution, or provide a resolution, a letter of certification from the clerk, or minutes from the meeting at which this request was considered.

At a _____ meeting of the _____ Genoa Township _____ council/board
(regular or special) (township, city, village)
 called to order by _____ on _____ at _____
(date) (time)
 the following resolution was offered:

Moved by _____ and supported by _____
 that the application from Applebee's Restaurants Mid-Atlantic, LLC
(name of applicant)
 for the following license(s): n/a
(e.g. Class C, Tavern, B-Hotel, Micro Brewer)

and the following permits, if applied for: Dance Permit Entertainment Permit Topless Activity Permit
 Extended Hours Dance Permit Hours Required: _____
 Extended Hours Entertainment Permit Hours Required: _____

to be located at 3949 E. Grand River Ave., Howell (Genoa Twp.), MI
 be considered for _____ Approval _____
(approval or disapproval)

<u>Approval</u>	<u>Disapproval</u>
Yeas: _____	Yeas: _____
Nays: _____	Nays: _____
Absent: _____	Absent: _____

It is the consensus of this body that it _____ this application be considered for
(recommends/does not recommend)
 approval by the Michigan Liquor Control Commission.

I hereby certify that the foregoing is true and is a complete copy of th resolution offered and adopted by the _____
 council/board at a _____ meeting held on _____ (township, city, village)
(regular or special) (date)

Name and title of authorized officer (please print): _____
 Signature and date of authorized clerk: _____
 Phone number and e-mail of authorized officer: _____



Michigan Department of Licensing and Regulatory Affairs
 Liquor Control Commission (MLCC)
 7150 Harris Drive, P.O. Box 30005 - Lansing, Michigan 48909-7505
 Toll Free (866) 813-0011 • www.michigan.gov/lcc

Business ID: 203817
 Request ID: _____
 (For MLCC use only)

Police Investigation Recommendation
 [Authorized by MCL 436.1217 and R 436.1105; MAC]

Instructions for Applicants:

- Provide a copy of your Application for New Licenses, Permits, or Transfer of Ownership or Interest in License (form LCC-3011 for Retail or form LCC-3015 for Manufacturers and Wholesalers) to the local law enforcement agency.
- Sign consent below.
- Administrative rule R 436.1115 provides that an applicant for a license shall submit fingerprints and undergo investigation by the Commission. Fingerprints are not required for an applicant previously fingerprinted for a license with the Commission. If your local police agency does not have paper fingerprint cards, please contact the MLCC today at (866) 813-0011 and we will send them to you right away.
- **Send your completed application, the police recommendation and local approval to the address listed at the top of this form. Do not mail separately as it may delay the processing of your application.**

Instructions for Law Enforcement Agency:

- Under the Michigan Liquor Control Code, local police agency approval is required only for permanent or temporary dance permits, entertainment permits, or topless activity permits; local police approval is also required for extended hours of dance permits and entertainment permits. However, administrative rule R 436.1105 requires the Commission to consider an opinion of the local police agency in regard to an application for a license or a permit if the opinion is submitted in writing.
- If applicant states they have never held a license, please attach the fingerprint card and \$30.00 fee payable (for each card) to the State of Michigan and return them to the Lansing office of the Michigan Liquor Control Commission. If your local police agency does not have paper fingerprint cards, please contact the MLCC today at (866) 813-0011 and we will send them to you right away.
- Fingerprint all individuals who hold 10% or more of the total stock or interest issued as stated in Part 8 of the Application for New Licenses, Permits, or Transfer of Ownership or Interest in License (form LCC-3011 for Retail or Part 9 in form LCC-3015 for Manufacturers and Wholesalers).
- Applicant will be required to advise you if they have been previously fingerprinted by the Commission for a license.

Part 1 - Consent for Investigation:

I hereby consent to an investigation by the local law enforcement.

_____/_____/2012 Applebee's Restaurants Mid-Atlantic, LLC _____ Scott Edwards, Authorized Agent
 Date Print name of applicant Signature of applicant

Business Phone: 248-816-3205 Cell Phone: _____ E-mail address: sedwards@cebhlaw.com

Part 2 - Applicant Investigation:

The application from Applebee's Restaurants Mid-Atlantic, LLC
 (name of applicant)

for the following license(s): n/a
 (e.g. Class C, Tavern, B-Hotel, Micro Brewer)

to be located at 3949 E. Grand River Ave., Howell (Genoa Twp.) MI

with the following permits, if applied for: Dance Permit Entertainment Permit Topless Activity Permit

Extended Hours Dance Permit Hours Required: _____

Extended Hours Entertainment Permit Hours Required: _____

Administrative rule R 436.1105(2) provides that the Commission shall consider all of the following factors in determining whether an applicant may be issued a license or permit:

- (a) The applicant's management experience in the alcoholic liquor business.
- (b) The applicant's general management experience.
- (c) The applicant's general business reputation.
- (d) The opinions of the local residents, local legislative body, or local law enforcement agency with regard to the proposed business.
- (e) The applicant's moral character.
- (f) The order in which the competing initial application forms are submitted to the commission; however, this subdivision shall not apply to an application for a resort license authorized by section 531 of 1998 PA 58, MCL 436.1531.
- (g) Past convictions of the applicant for any of the following:
 - (i) A felony.
 - (ii) A crime involving the excessive use of alcoholic liquor.
 - (iii) A crime involving any of the following:
 - (a) Gambling.
 - (b) Prostitution.
 - (c) Weapons.
 - (d) Violence.
 - (e) Tax evasion.
 - (f) Fraudulent activity.
 - (g) Controlled substances
 - (iv) A misdemeanor of such a nature that it may impair the ability of the applicant to operate a licensed business in a safe and competent manner.
 - (v) Sentencing for any of the offenses specified in this subrule after a plea of nolo contendere.
- (h) The applicant's excessive use of alcoholic liquor.
- (i) The effects that the issuance of a license would have on the economic development of the area.
- (j) The effects that the issuance of a license would have on the health, welfare, and safety of the general public.

Part 3 - Recommendation

Do you have any concerns about the applicant, under this rule, at this time? Yes No

If you answered yes, please provide an explanation on this form, or attach a separate page if more space is needed.

Are the permits requested by the applicant recommended by your department at this time? Yes No

If you answered no, please provide an explanation as to why your department does not recommend this application.
(List your reasons on this form, or attach a separate sheet if more space is needed.)

Name of law enforcement agency: _____

Name and title of approving officer (please print): _____

Signature and date of approving officer: _____

Phone number and e-mail of approving officer: _____



To Board 8/6/12

Robin M. Gleason
Vice President - Regulatory
AT&T Michigan
221 N. Washington Sq.
First Floor
Lansing, MI 48933
Office: 517-334-3704
Fax: 517-334-3429

July 20, 2012

Ms. Mary Jo Kunkle
Executive Secretary
Michigan Public Service Commission
6545 Mercantile Way
P.O. Box 30221
Lansing, Michigan 48909-7721

Dear Ms. Kunkle:

Michigan Bell Telephone Company, doing business as AT&T Michigan ("AT&T"), submits its Fifth Annual Video Report to the Michigan Public Service Commission ("MPSC") and franchising entities in the State of Michigan regarding its deployment progress, as required by Michigan's Uniform Video Services Local Franchise Act (2006 Public Act 480, as amended) or "Video Act". AT&T is separately providing a copy to each Clerk in the Michigan Communities where AT&T has launched its U-verseSM TV service.

If you have any questions, please contact me on (517) 334-3704 or Yvette Collins on (517) 334-3708.

Sincerely,

Robin M. Gleason

Enclosures

cc: Clerks in Franchised Communities
Ms. Susan Corbin, Michigan Public Service Commission Staff
Ms. Christina Forist, Michigan Public Service Commission Staff
Ms. Yvette Collins, AT&T



AT&T Michigan
Annual Video Report

July 20, 2012

STATUS OF AT&T'S VIDEO SERVICE DEPLOYMENT IN MICHIGAN

Michigan Bell Telephone Company, doing business as AT&T Michigan ("AT&T"), submits its Fifth Annual Video Report to the Michigan Public Service Commission ("MPSC" or "Commission") and franchising entities in the State of Michigan regarding its deployment progress, as required by Michigan's Uniform Video Services Local Franchise Act (2006 Public Act 480, as amended) or "Video Act".¹

On January 1, 2007, Michigan's Video Act became effective. On January 31, 2007, as required by the Video Act, the MPSC approved the standardized form for the uniform video service local franchise agreement as developed by the MPSC Staff after soliciting input from all interested parties.

In March 2007, AT&T began submitting franchise agreements in accordance with the Video Act to local governments, using the form approved by the MPSC. After these initial agreements became effective, AT&T launched its Internet Protocol TV (IPTV) service called AT&T U-verse® TV on May 21, 2007 in parts of over 50 communities in the Detroit and Ann Arbor areas. AT&T has now obtained franchise agreements and launched its U-verse TV in parts of 262 communities, well beyond the Detroit and Ann Arbor areas, and across the state in Grand Rapids, Kalamazoo and Battle Creek to Flint and Saginaw, Lansing and Jackson and Benton Harbor and St. Joseph areas.

AT&T U-verse has been well-received by residents and consumers across the country and has received industry acclaim for service excellence and innovation, which echoes the positive feedback from our subscribers.

- AT&T U-verse TV outperformed competitors in customer satisfaction in the North Central, South and West regions, according to the J.D. Power and Associates 2011 Residential Television Service Provider Satisfaction StudySM released in October 2011. Since its premiere on the J.D. Power and Associates rankings in 2008, this is the third time that U-verse TV has received the highest results in all three regions where it is ranked and the fourth consecutive year that AT&T U-Verse topped the South and West regions. Customers ranked AT&T highest in overall satisfaction in a study that evaluated performance and reliability, customer service, cost of service, billing, programming and offerings and promotions. The annual study measured customer satisfaction with residential TV providers, including IPTV, cable and satellite services.

- The IP&TV World Forum once again recognized AT&T in March 2012, this time with two IPTV Industry Awards for AT&T U-verse® TV. The service won IP&TV Industry Awards for "Best TV App" for the U-verse App for Tablet and "Best Consumer Device" for the Wireless Receiver. These awards honor service providers for their innovation, excellence and achievement in the IPTV industry. "We're thrilled to receive this recognition in innovation and excellence for Wireless Receiver and the U-verse app for tablet," said Jeff Weber, vice president of U-verse video services, AT&T Home Solutions. "These two awards reflect our ongoing commitment to delivering the best entertainment experience for customers, virtually anywhere they are, on any device. We look forward to bringing even more advanced apps and services to our customers this year."

¹ See Section 9. (4) of the Video Act: "Each provider shall file an annual report with the franchising entity and the commission regarding the progress that has been made toward compliance."

STATUS OF AT&T'S VIDEO SERVICE DEPLOYMENT IN MICHIGAN – continued

As a provider of over 1 million telecommunications access lines in Michigan, AT&T is required under the Video Act to provide access to its video service to a number of households equal to at least 25% of the households in AT&T's telecommunications service area within three years of the date AT&T began offering video service. Additional levels of deployment may become applicable within 6 years, but only if certain percentages of households with access consistently subscribe to the provider's video service.²

AT&T recently completed its fifth year of providing video service in the state, and the progress of the deployment of the service to date has been significant. In Michigan, AT&T currently provides access to its video service to over 45% of the households in its telecommunications service area. Of these households with access to AT&T's video service in Michigan, over 30% are low-income households as defined by the Video Act. AT&T does not deny access to services to any potential residential subscribers because of race, income, or other factors that service providers should not use for determining service eligibility.

Since its launch in 2007 through the end of the 1st quarter of 2012, AT&T collected on behalf of and has paid over \$50 million to the local governments made up of over \$38.7 million in video franchise fees and almost \$11.6 million in public, education and government (PEG) fees.

During the past year, no formal video complaint was filed against AT&T with the MPSC. In its Status of Competition for Video Services in Michigan Report published on February 1, 2012, the Commission reported that 757 informal complaints and inquiries were filed at the Commission in 2011, a 30% decrease from the number of complaints and inquiries filed in 2010.

² See Section 9. (3) of the Video Act: "If a video service provider is using telecommunication facilities to provide video services and has more than 1,000,000 telecommunication access lines in this state, the provider shall provide access to its video service to a number of households equal to at least 25% of the households in the provider's telecommunication service area in the state within 3 years of the date it began providing video service under this act and to a number not less than 50% of these households within 6 years. A video service provider is not required to meet the 50% requirement in this subsection until 2 years after at least 30% of the households with access to the provider's video service subscribe to the service for 6 consecutive months."

AT&T'S INVESTMENT IN MICHIGAN'S WORKFORCE AND INFRASTRUCTURE

AT&T invests billions to build the advanced networks that create jobs and fuel economic growth. From 2009 through 2011, AT&T invested more than \$1.5 billion in its Michigan wireless and wireline networks.

AT&T invests significant resources to advance education, strengthen communities and improve lives. Through philanthropic initiatives and collaboration, AT&T and the AT&T Foundation support projects that create opportunities and address the needs of the communities it serves. In Michigan from 2008 through 2011, AT&T and its employees contributed approximately \$17.4 million through corporate, employee and AT&T Foundation giving programs.

Installing AT&T U-verse TV is labor intensive and requires highly-skilled workers. Since the passage of Michigan's Video Act, the Company continues to fill high-tech positions across the State. In addition, Michigan is the home to a large AT&T U-verse dispatch center that serves 21 additional states within the footprint of AT&T.

AT&T'S U-verse® TV PRODUCT

AT&T's U-verse TV network architecture and technology is fundamentally different from a legacy cable TV system. AT&T U-verse TV is Internet Protocol TV (IPTV), which is based on the common language of the Internet. AT&T is the only nationwide provider to offer a 100% IP-based television service, giving U-verse a significant advantage over older, cable-based platforms. AT&T is utilizing the U-verse IP technology to deliver more integration, more convenience and more value to its customers. AT&T's U-verse is building a network for the future, bringing fiber closer to customers' homes using fiber-to-the-node and fiber-to-the-premises technologies.

Today, U-verse is positioned to deliver the ideal combination of real-time, high-quality content and the on-demand and interactive content that IPTV makes possible. Customers are enjoying many benefits of the platform, like Total Home DVR³ and multi-screen⁴ content. In addition, AT&T extends its U-verse TV brand across screens with U-verse® Online.⁵

Over the last four years AT&T has highlighted in this Annual Video Report the many enhancements made to the U-verse TV service. Since the issuance of last year's Annual Video Report, AT&T announced several recent updates to U-verse TV innovative features and offerings, including:

- * Michigan U-verse TV customers can enjoy access to more than 155 HD channels. All U-verse customers received HD-ready equipment, and most packages include an HD-ready DVR.

- * One of the innovative enhancements added in the last year is the introduction of the AT&T U-verse TV Wireless Receiver. The wireless receiver is the first fully integrated wireless receiver available from any TV provider, and gives U-verse TV customers even more freedom to watch TV when and where they want, including rooms without an existing U-verse outlet.

- * The U-verse App for smartphones and tablets allows customers to schedule DVR recordings and, with qualifying U-verse TV packages, watch hit TV shows on more than 20 devices and four major operating systems. With IP, AT&T can rollout apps easily to its customers overnight.

³ Total Home DVR (Digital Video Recorder). See: <http://www.att.com/u-verse/explore/total-home-dvr.jsp> for more details. An AT&T U-verse customer may record 4 shows at once on a single DVR, record and play back shows from any room in the home, pause a recorded show in one room and pick it up in another and program the DVR remotely from the computer or wireless phone.

⁴ See: <http://www.att.com/u-verse/explore/multiview-landing.jsp#fbid=xR4vb9Z0oxH> for more details. This innovative feature allows the viewer to track four shows all at one time, on one screen. A customer may access Multiviews for Sports, News and Kids, etc., depending upon the programming purchased.

⁵ AT&T's entertainment website lets the customer watch and stream more than 170,000 titles of TV shows, movies and video clips on a personal computer. U-verse Online is available at: <http://uverseonline.att.net/home>.

AT&T'S U-verse® TV PRODUCT - continued

- AT&T extended TV watching with its launch of the U-verse app for the iPad which is available to all U-verse TV customers at no extra charge. It is possible to link the iPad to any U-verse TV receiver in the home to access several interactive features, including: the ability to access extra content and information on TV shows while they are being viewed, a full-featured, intuitive U-verse remote control, recommendations about what to watch based on ratings and the ability to share information about what the viewer is watching with friends on Facebook. The AT&T U-verse for iPad app is available for free from the App Store.

- AT&T introduced a service we call the U-verse video bill to new U-verse Voice®, TV and Internet customers, as well as existing customers who change or upgrade their service. This is an automatically-generated, customized video with computer animation and voice narration that explains the elements of a customer's bill. The video bill is not merely a generic overview, but a line-by-line visual and audio tour of the customer's actual bill, emailed directly to the customer also provided upon logon to the customer's myAT&T account online. The positive feedback AT&T has received via customer surveys shows this was a positive change, since about 90 percent said in a survey that they find the videos helpful.

- For true golf fans, AT&T provided coverage of the 2011 Masters tournaments through its Masters Multiview by allowing customers the ability to browse four channels at once and get lots of tournament extras. The U-verse Multiview option is also offered for subscribers of ESPN GamePlan and ESPN Full Court and will be available for seasonal events like the Summer and Winter Olympics.

- AT&T enhanced its AT&T U-verse Online, which includes the ability to schedule DVR recordings directly from the website and to easily see which of the DVR recordings are also available to view on U-verse Online, by making more than 170,000 videos available for viewing for free. Customers logged into the site can browse titles and instantly schedule recordings for any TV shows or movies that are available for recording on their U-verse DVR at home.

- AT&T's deployment of Public, Educational, and Government (PEG) continues. We work closely with all communities who have requested AT&T to carry their PEG programming. Communities have partnered with AT&T such that there are 61 communities across Michigan, up 12 from the 49 communities last year at this time, who have already implemented their PEG channels on AT&T U-verse TV. These 61 communities provide 77 channels of PEG programming via AT&T, up 14 channels from last year.

AT&T'S U-verse® TV PRODUCT - continued

AT&T U-verse TV offers multiple combinations of TV, Internet and Voice packages to customize the customer's experience. U-verse TV offers several programming packages including U-basic, U-100, U-200, U-200 Latino, U-300 and U-450 packages, plus U-family, a market-leading family-friendly programming option. The customer may choose from a variety of subscription options that feature a wide variety of channels, including music, local, movie and sports programming, as well as premium Spanish-language and international packages.

All packages include high definition or HD-capable equipment, and most packages include an HD digital video recorder (DVR), easy to use parental controls, built-in picture-in-picture, video on demand, games like sudoku and solitaire. In addition, customers may use the voice mail viewer, weather on demand, caller id and message waiting indicator, YP.COM or YELLOWPAGES.COM search and the U-bar. For a summary of all of the interactive applications, go to:

<http://www.att.com/u-verse/explore/uverse-applications.jsp?wtSlotClick=1-0047WP-0-4#fbid=xR4vb9Z0oxH>

Professional standard installation is included with most packages. Most customers may terminate his or her U-verse TV services at any time by calling 1-800-ATT-2020 and paying service fees and other charges incurred through the termination date. No cancellation or disconnect fee will apply to most customers, but AT&T may charge the value of any equipment that is not returned in accordance with the Terms of Service. Finally, AT&T offers a 30-day money back guarantee.

Nationally, at the close of the 1st quarter 2012, AT&T had over 4.0 million AT&T U-verse TV customers, with 30 million living units passed by AT&T's advanced fiber networks and continued expansion.

COMPETITION CONTINUES TO GROW

Video competition is vibrant as a result of the Michigan Video Act that opened the doors to video choice for consumers and encourages investment in communities and jobs for the state. AT&T is building its IPTV network to serve even more customers. We are expanding U-verse TV services on an ongoing basis and we continue to take advantage of our IP platform by rolling out new enhancements to our customers. There is better service, better products and competitive pricing, all welcomed by consumers.

AT&T has launched its U-verse TV in parts of 262 communities across the state, helping to develop competition much faster than many critics anticipated. With the enactment of the dispute resolution legislation, disputes may be handled more expeditiously, allowing competition to thrive even more.

On February 1, 2012, the Commission issued its 5th annual report, Status of Competition for Video Services in Michigan to the Governor and the Legislature in accordance with the Video Act. The Press Release accompanying the report quoted MPSC Chairman John D. Quackenbush, as follows: "Statewide, Michigan's video/cable market showed positive signs of growth. This is noteworthy since eight out of nine cable providers on a national level reported subscriber losses." Additionally as the report highlights, "During 2011, providers reported 2,314,081 video/cable customers in Michigan, an increase of 7,698 over what was reported the previous year. Providers reported investing \$400 million in the video/cable market in Michigan in 2011. Since the Act became effective on Jan. 1, 2007, providers report having invested over \$2.2 billion in the Michigan video/cable market."

ADDITIONAL AT&T U-verse® TV INFORMATION

For additional information on AT&T U-verse TV, to see a demonstration of how it works or to see the popular bundles, visit the website below. Customers may also call 800-ATT-2020 or visit a local AT&T location in Michigan.

<http://www.att.com/u-verse/>

Customers may find the following AT&T websites helpful for further information regarding channel line up, availability of AT&T U-verse TV or to check the status of their installation or repair order:

- * AT&T U-verse TV channel line up:

<http://www.att.com/u-verse/shop/channel-lineup.jsp>

- * AT&T U-verse TV availability:

<http://www.att.com/u-verse/availability/>

- * U-verse TV Customers have the ability to check status of their installation or repair order via an online tool called, "Where's My Tech" at:

<http://www.att.com/u-verse/appointmentstatus/>

To Board
8/6/12

Polly

From: Coral Adas <coraladas@yahoo.com>
Sent: Wednesday, July 18, 2012 9:17 PM
To: Polly
Subject: Re: signs in Genoa Township

Thank you for the explanation, Polly!

I hope the current board is reelected, too. I'm very happy with the attention to all the details you all have taken care of in our township over the years. Thank you for your service.

Sincerely,

Coral

From: Polly <pskolarus@genoa.org>
To: Coral Adas <coraladas@yahoo.com>
Sent: Wednesday, July 18, 2012 5:34 PM
Subject: Re: signs in Genoa Township

Coral, Thanks for writing. Unfortunately, there is little that can be done. The State of Michigan allows all campaign signs for as long as a person chooses. The difference with Brighton Township is that they have no opposition. The township does have a strict sign ordinance but it cannot apply to election campaigning. I am hopeful that our entire board will be re-elected since we work so hard for the township. I hope all is well with you and your family. Take care and thanks for writing. Just wish I could get rid of the signs too. Polly

Sent from my iPad

On Jul 17, 2012, at 2:38 PM, "Coral Adas" <coraladas@yahoo.com> wrote:

Hi Polly-

I'm not sure who to contact about this so I would appreciate any help you can provide. I think there are way too many signs posted in our area due to the upcoming election. These distract and detract from the beauty that we work so hard to preserve. I recently drove through Brighton Township and did not notice any signs...what a breathe of beauty. Is there any reason why Genoa Township cannot have the same policy as Brighton Township about not putting up signs or at least limiting the number of signs?? I would vote for none. They don't help me make up my mind about who I'm going to vote for.

Sincerely,

*Coral Adas
4554 Kingswood Drive
Brighton, MI 48116*

To Board/Alan/8/6/12



RICK SNYDER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF ENVIRONMENTAL QUALITY
LANSING DISTRICT OFFICE



DAN WYANT
DIRECTOR

July 17, 2012

Mr. Glenn Waggoner
6495 Forest Beach Drive
Brighton, Michigan 48116

Dear Mr. Waggoner:

SUBJECT: VIOLATION NOTICE
Civil Liability
Complaint File Number: 12-47-0015-V
Property Location: Livingston County, Genoa Township, T2N, R5E, Section 26

The Department of Environment Quality (DEQ), Water Resources Division (WRD), recently met with you on July 5, 2012 to review and discuss recent unauthorized activity on the above referenced parcel of property. You have been identified as the landowner (or contractor) who placed a plywood "L" extension on the end of the wall that extends into the lake along your south property line.

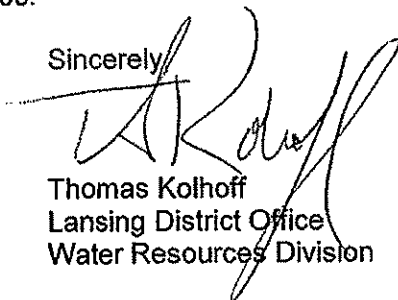
A permit is required prior to the start of this type of activity. A review of the WRD's files indicates that no permits have been issued for the activity at this property. The DEQ has, therefore, determined that this activity is in violation of Part 301, Inland Lakes and Streams, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA).

The DEQ advises all unauthorized activities occurring within regulated areas on this property stop. As we discussed at the meeting, you agreed to remove the plywood "L" within 2 weeks. Once removed, the DEQ will consider the matter resolved and we will close our complaint file.

We also discussed that should you desire to do additional regulated work on this property or in other regulated areas, it will be necessary to obtain a permit from the DEQ and follow the conditions of the permit prior to commencement of any work. You agreed to obtain the necessary permits, or check with the DEQ for permit requirements. Permit applications and copies of parts of the NREPA may be obtained from this office, or from our Web site at <http://www.michigan.gov/deq>.

We appreciate your cooperation in resolving this matter. If you have any questions you may contact me at 517-335-6270; kolhofft@michigan.gov; or DEQ, WRD, Lansing District Office, P.O. Box 30242, Lansing, Michigan, 48909.

Sincerely,



Thomas Kolhoff
Lansing District Office
Water Resources Division

cc: Genoa Township Clerk