GENOA CHARTER TOWNSHIP PLANNING COMMISSION PUBLIC HEARING MAY 13, 2024 MONDAY 6:30 P.M. AGENDA

CALL TO ORDER:

PLEDGE OF ALLEGIANCE:

APPROVAL OF AGENDA:

DECLARATION OF CONFLICT OF INTEREST:

CALL TO THE PUBLIC: (Note: The Board reserves the right to not begin new business after 10:00 p.m.)

OLD BUSINESS:

OPEN PUBLIC HEARING #1... (STAFF REQUESTS ITEM TO BE POSTPONED) Consideration of a special use application, environmental impact assessment and site plan to allow for commercial outdoor recreational events at the existing Mt. Brighton facility. The property is located at 4141 Bauer Road on the south-east corner of Bauer and Challis Roads. The request is petitioned by VR US Holdings, Inc.

- A. Recommendation of Special Use Application
- B. Recommendation of Environmental Impact Assessment (6-28-23)
- C. Recommendation of Sketch Plan (7-27-23)

OPEN PUBLIC HEARING #2...Consideration of a special land use application, environmental impact assessment and site plan to to allow for temporary boat sales and service at an existing commercial site located at 5776 Grand River Avenue, south side of Grand River Avenue, west of Dorr Road. The request is petitioned by Wonderland Marine West

- A. Recommendation of Special Use Application
- B. Recommendation of Environmental Impact Assessment (1-16-24)
- C. Recommendation of Site Plan (3-25-24)

NEW BUSINESS:

OPEN PUBLIC HEARING #3...Consideration of an environmental impact assessment and final site plan for a 2-unit nonresidential site condominium with contractor's offices and yards with outdoor storage and accessory fuel storage. The property is located at 2025 Euler Road, east side of Euler Road, north of Grand River Avenue. The request is petitioned by Desine, Inc.

- A. Recommendation of Environmental Impact Assessment (2-20-24)
- B. Recommendation of Final Site Plan (4-22-24)

OPEN PUBLIC HEARING #4...Consideration of a site plan application and environmental impact assessment for a proposed building and parking lot expansion for the existing Maxey Ford automobile dealership. The property is located at 2798 E. Grand River Avenue, south side of Grand River Avenue and east of Chilson Road. The request is petitioned by Michael Maxey.

- A. Recommendation of Environmental Impact Assessment (3-19-24)
- B. Recommendation of Site Plan (3-19-24)

ADMINISTRATIVE BUSINESS:

- Staff Report
- Approval of April 8, 2024 Planning Commission meeting minutes
- Member discussion
- Adjournment

*Citizen's Comments- In addition to providing the public with an opportunity to address the Township Board at the beginning of the meeting, opportunity to comment on individual agenda items may be offered by the Chairman as they are presented. Anyone speaking on an agenda item will be limited to 2 minutes.



GENOA CHARTER TOWNSHIP

Application for Site Plan Review

GENOA TOWNSHIP JAN 18 2024

RECEIVED

TO THE GENOA TOWNSHIP PLANNING COMMISSION AND TOWNSHIP BOARD:

APPLICANT NAME & ADDRESS: MITTS, LLC 5796 E. Grand River, Howell

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

OWNER'S NAME & ADDRESS: MITTS, LLC 5796 E. Grand River, Howell

SITE ADDRESS: ______ 5776 E. Grand River, Howell, MI. _____PARCEL #(s): _____ 4711-10-400-007

APPLICANT PHONE: (810) 923-8334 OWNER PHONE: (810) 923-8337

OWNER EMAIL: cjmitter@WonderlandMarineWest.com

LOCATION AND BRIEF DESCRIPTION OF SITE: _____South side of Grand River, West of Dorr Road. Existing commercial building with paved driveway.

BRIEF STATEMENT OF PROPOSED USE: Temporary Wonderland Marine West

showroom, sales center, offices and new boat display for use during

renovation of their adjacent existing showroom and sales center.

THE FOLLOWING BUILDINGS ARE PROPOSED: ______Existing building to remain. No new buildings are proposed.

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 BELIEFA

BY: Gary Mitter Jan & March.

ADDRESS: 5796 E. Grand River, Howell, MI.

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

1.) Gary Mitter, Sr.

Name

1.

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of_MITTS, LLC Business Affiliation

cjmitter@wonderlandmarinewest.com

E-mail Address

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:									
PRINT NAME:Gary MitterPHONE: 810 923-8334									
ADDRESS: 5796 E. Grand River, Howell, MI. 48843									



GENOA CHARTER TOWNSHIP Special Land Use Application

GENOA TOWNSHIP

JAN 18 2024

RECEIVED

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

APPLICANT NAME & ADDRESS: MITTS, LLC, 5796 E. Grand River, Howell, MI 48843 Submit a letter of Authorization from Property Owner if application is signed by Acting Agent.

	APPLICANT PHONE: (810)	923-8334	EMAIL:	cjmitter@WonderlandMarineWest.com
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OWNER NAME & ADDRESS: MITTS, LLC, 5796 E. Grand River, Howell, MI 48843

SITE ADDRESS: 5776 E. Grand River, Howell, MI PARCEL #(s): 4711-10-400-007

OWNER PHONE: (810) 923-8337

EMAIL: cjmitter@WonderlandMarineWest.com

Location and brief description of site and surroundings: South side of Grand River, West of Dorr Road. Existing commercial building and paved driveway.

Proposed Use:

Temporary Wonderland Marine West new and used boat sales and service showroom, sales center and offices

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

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

Proposed use of the site for new and used boat sales and service will remain the same as their current use of the adjacent site. The use as a retail business serving the requirements of the overall community. Future land use of the property, and the adjacent

parcel is anticipated to be Commercial.

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

Use of the existing building as a temporary showroom, sales center and offices is the same as the current use on the adjacent property. The proposed renovation of the existing building and site will provide a significant improvement to the area.

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

The existing building is currently served by public facilities and services. The proposed use of the building will not require any significant change in use of public services.

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

Proposed use as a showroom and sales offices for new and used boats is the same as the existing adjacent use.

The activities are not detrimental to the environment, public health, safety or welfare.

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

7.02.02(c) - Site is adjacent to the location of the existing showroom and sales offices for new and used boats, outdoor display areas on the parcel are paved and not within greenbelt areas, existing building is 7,124 sq.ft. in area, adequate truck maneuvering area is provided, and the parcel does not abut residentially zoned property.

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

THE UNDERSIGNED_Gary Mitter, MITTS, LLC	STATES THAT THEY ARE THE
FREE OWNER OF THE PROPERTY OF PROPERTIES DESCRIE	ED ABOVE AND MAKES
APPLICATION FOR THIS SPECIAL LAND USE PERMIT.	
P C mat	
BY: Gary Mitter Lour & Whitenh	

ADDRESS: 5796 E. Grand River, Howell, MI 48843

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

Gary Mitter, Sr.

Name

Business Affiliation

of MITTS, LLC

at cjmitter@wonderlandmarine.com

Email

Genoa Township Planning Commission March 11, 2024 Approved Minutes

outdoor seating restaurant located on vacant parcels#:4711-04-300-017 and 4711-09-100-017 004 Latson Road, east side of Latson Road, south side of Grand River Avenue. **The motion** carried unanimously.

Moved by Commissioner Chouinard, supported by Commissioner Rauch to recommend to the Township Board approval of the Site Plan dated January 16, 2024 to allow for a proposed multi-tenant commercial center including a drive through coffee shop and outdoor seating restaurant located on vacant parcels#:4711-04-300-017 and 4711-09-100-017-004 Latson Road, east side of Latson Road, south side of Grand River Avenue, with the following conditions:

- The color of the fencing shall be changed from blue to a dark bronze or black color.
- The ZBA's approval of the future drive thru uses.
- The required concrete pad at the Dumpster enclosure shall be installed.
- The property split of this parcel shall be approved.
- All conditions by other agencies shall be met.

The motion carried unanimously.

NEW BUSINESS:

OPEN PUBLIC HEARING #4..Consideration of a special land use application, environmental impact assessment and site plan to allow for temporary boat sales and service at an existing commercial site located at 5776 Grand River Avenue, south side of Grand River Avenue, west of Dorr Road. The request is petitioned by Wonderland Marine West.

- A. Recommendation of Special Use Application
- B. Recommendation of Environmental Impact Assessment (11-29-231-16-24)
- C. Recommendation of Site Plan (2-16-242-19-24)

Mr. Gary Mitter, Sr. stated they are in the process of renovating their existing building, and during construction, they need a temporary building. They purchased the building next to their business. They will be remodeling it and it will match the same style as their renovated existing building.

Mr. Borden reviewed his letter dated March 5, 2024.

- 1. Special Land Uses (Section 19.03):
 - a. The special land use standards of Section 19.03 are generally met.
 - b. In order to make favorable findings related to compatibility and impacts, the use requirements of Section 7.02.02(c) must be met to the Commission's satisfaction.
 - c. The applicant must address any comments provided by the Township Engineer or Brighton Area Fire Authority regarding public facilities and services.
- 2. Use Requirements (Section 7.02.02(c)):
 - a. The majority of the use conditions are met; however, the buffer zone/screen fence requirement for outdoor storage is not fully met at the rear of the site. They are proposing

Genoa Township Planning Commission March 11, 2024 Approved Minutes

> a six-foot-high decorative aluminum fence. He noted that the adjacent uses can be used as a reason to waive this requirement.

- 3. Site Plan Review:
 - a. The building front setback will no longer be compliant with the introduction of front yard parking. The applicant must either relocate the three front yard parking spaces or obtain a variance for the deficient building front setback. He suggested relocating the parking to the side of the building.
 - b. There are parking spaces located behind gates, so the applicant must explain how the rear parking spaces will be accessed or if they will be identified as employee parking.
 - c. Bumper blocks are prohibited unless deemed necessary by the Planning Commission.
 - d. The Commission may wish to require new/modified light fixtures that meet current standards.
 - e. The front yard greenbelt is deficient in tree plantings and a hedgerow/wall.
 - f. He encourages removal of the nonconforming pole sign and replaced with a ground sign.

Mr. Barber reviewed Ms. Byrne's letter dated February 23, 2024 states;

- 1. The existing parking lot does not include concrete curb and gutter as required by Genoa Township's Zoning Ordinance. The Township may wish to require the addition of curb and gutter as part of this project.
- 2. Bumper blocks are being proposed on the rear parking spaces, but Genoa Township's Zoning Ordinance does not allow bumper blocks unless the Planning Commission deems them necessary. It does not appear that the bumper blocks are necessary where proposed.
- 3. The petitioner is proposing a temporary access drive to the property to the east, which will be removed before either parcel is sold in the future. A note should be added to the site plan explaining that the drive will be removed prior to sale of the property for documentation, since there will be no shared use agreement in place.
- 4. The proposed improvements will increase the total impervious surface of the site. It appears that the existing site does not include any storm sewer, and all storm flow from the parking lot is conveyed as sheet flow across the site towards the Grand River Avenue right-of-way. Although the additional impervious surface and drainage pattern are not ideal, there does not appear to be a feasible alternative for stormwater management for the site.

The Brighton Area Fire Authority Fire Marshal's letter dated March 1, 2024 states all of his previous comments have been addressed.

Commissioner Rassel asked how long the building will be used and what will be done with it afterward. Mr. Mitter stated approximately one year. He is not sure what will be done with it when their new building is complete. Mr. Borden stated that a Special Land Use ties to the property, so if that is approved it will be permanent.

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Commissioner Dhaenens asked why they are proposing parking in the front. Mr. Mitter stated they need to have the spaces in the front for handicap access to enter the building. He added that there is front parking all along Grand River in this area.

Commissioner Rauch stated this shouldn't be reviewed by the Planning Commission until it has been before the ZBA. The site design could change depending on the outcome of that meeting. He is also concerned about the increased stormwater runoff as noted by the township engineer. He would not support approving this item without further information.

There was a discussion regarding moving the parking to the rear of the site. Mr. Mitter would consider that if it would meet the handicap requirements. This would eliminate the applicant needing to obtain a variance from the ZBA.

It was noted that a 30-foot drive is proposed from this property to the existing Wonderland site to the east, but there is not enough room because of the pole barn on that property. Mr. Mitter stated they removed part of the pole barn to accommodate that driveway. Ms. Ruthig stated that change to the pole barn was not included in the site plan approval for the existing Wonderland site.

The call to the public was made at 8:45 pm with no response.

Moved by Commissioner Dhaenens, supported by Commissioner Rassel, to table Open Public Hearing #4 of a special land use application, environmental impact assessment and site plan to allow for temporary boat sales and service at an existing commercial site located at 5776 Grand River Avenue until on or before the May 13, 2024 Planning Commission meeting. **The motion carried unanimously**.

The Planning Commission took a five-minute break from 8:50 pm - 8:55 pm.

OPEN PUBLIC HEARING #5...Consideration of a special land use application, environmental impact assessment and site plan to allow for outdoor RV/camper storage at 2630 Grand River Avenue, south side of Grand River Avenue, east of Chilson Road. The request is petitioned by Schafer Construction.

A. Recommendation of Special Use Application

- B. Recommendation of Environmental Impact Assessment (42-16-24)
- C. Recommendation of Site Plan (2-19-24)

Mr. Luke Wenger of Greentech Engineering stated they are requesting approval to allow for the storage of RV's and campers.

Mr. Borden reviewed his letter dated March 5, 2024.

- 1. Special Land Uses (Section 19.03):
 - a. The special land use standards of Section 19.03 are generally met.



Planning Commission Genoa Township 2911 Dorr Road Brighton, Michigan 48116

Attention:	Amy Ruthig, Planning Director
Subject:	Wonderland Marine West – Special Land Use and Site Plan Review #3
Location:	5776 Grand River Avenue – south side of Grand River, west of Dorr Road
Zoning:	GCD General Commercial District

Dear Commissioners:

At the Township's request, we have reviewed the revised submittal from Wonderland Marine to use the existing commercial site as a temporary location for boat sales (plans dated 3/25/24).

A. Summary

1. Special Land Uses (Section 19.03):

- a. The special land use standards of Section 19.03 are generally met.
- b. In order to make favorable findings related to compatibility and impacts, the use requirements of Section 7.02.02(c) must be met to the Commission's satisfaction.
- c. The applicant must address any comments provided by the Township Engineer or Brighton Area Fire Authority regarding public facilities and services.

2. Use Requirements (Section 7.02.02(c)):

a. The majority of the use conditions are met; however, the buffer zone/screen fence requirement for outdoor storage is not fully met at the rear of the site (6' decorative aluminum fence and 30-inch tall shrubs proposed).

3. Site Plan Review:

- a. Details must be provided for the proposed wall mounted light fixtures.
- b. The Commission may wish to require new/modified light fixtures that meet current standards.
- c. We encourage removal of the nonconforming pole sign.

B. Proposal/Process

The applicant proposes to use the previously developed commercial site, including the 7,124 square foot building, as a temporary location for boat sales and service with outdoor storage during redevelopment of their current operation on the adjacent property.

Table 7.02 lists boat sales as a special land use in the GCD. The request is also subject to the use requirements of Section 7.02.02(c).

It is important to note that, while the description of the project is for a "temporary" use, special land use approval runs with the land unless it is abandoned or a new use is approved in its place.

Procedurally, the Planning Commission is to review the special land use, site plan, and Environmental Impact Assessment, and put forth recommendations to the Township Board following a public hearing.



Aerial view of site and surroundings (looking south)

C. Special Land Use Review

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

1. Master Plan. The Township Master Plan identifies the subject site as Mixed-Use East Grand River. The intent of this category includes site elements such as walkability and districts of mutually supportive uses, in addition to a mixture of uses.

While the proposal does not entail a mixture of uses, it will improve an older commercial site with new landscaping, a public sidewalk, and a limited amount of parking.

The proposed use is also consistent with other uses along this portion of Grand River, which includes existing boat sales facilities.

2. Compatibility. This portion of Grand River is developed with a variety of office, service, and commercial uses, including the applicant's existing boat sales and service operation.

The intent of the project is to use this site while the adjacent property is under construction.

Given the nature of existing uses in the area, we anticipate that the proposal will be compatible; however, the use requirements of Section 7.02.02(c) must be met to the Commission's satisfaction.

3. Public Facilities and Services. The subject site fronts Grand River and was previously developed for commercial purposes.

As such, we anticipate that necessary public facilities and services are in place; however, the applicant must address any comments provided by the Township Engineer and/or Brighton Area Fire Authority.

4. Impacts. As a previously developed site on the main commercial corridor through the Township, additional impacts to the environment, public health, safety and welfare are not anticipated.

However, similar to previous comments, the use requirements of Section 7.02.02(c) must be met to the Commission's satisfaction.

5. Mitigation. If further land use concerns arise as part of the review process, the Township may require additional efforts to mitigate potential adverse impacts.

Genoa Township Planning Commission Wonderland Marine West Special Land Use and Site Plan Review #3 Page 3

D. Use Requirements

Boat sales are subject to the use requirements of Section 7.02.02(c), as follows:

1. Sale space for used mobile homes, recreational vehicles and boats may only be carried on in conjunction with a regularly authorized new mobile home, recreational vehicle or boat sales dealership on the same parcel of land.

The submittal materials identify the sale of new and used boats as part of a boat sales dealership.

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

The project includes a mix of existing and proposed pavement. The new boat display/storage area at the rear of the property will be on a paved surface.

3. No storage or display of vehicles shall be permitted in any landscape greenbelt area, provided the Township may permit a display pod for an automobile within the greenbelt area where it is integrated into the landscape design.

The outdoor display/storage area is at the rear of the site and not within a required greenbelt area.

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

The existing building contains 7,124 square feet of gross floor area.

5. All loading and truck maneuvering shall be accommodated on-site.

The project includes a new drive connection with the adjacent property to the east, which the applicant also owns. Aside from the drive connection, maneuvering will be accommodated on-site.

The revised submittal includes a note that the drive connection will be removed if the parcel is sold in the future.

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

The site contains existing fences of varying heights along both side lot lines.

The proposed site plan includes a 6-foot fence along the rear lot line; however, the detail depicts an ornamental aluminum fence that will not provide the screening required by this standard.

The landscape plan also includes 30-inch tall shrubs along the base of the fence.

The Commission may require a screen fence, per this requirement, or modify the landscaping/screening standards, per Section 12.02.13.

E. Site Plan Review

1. Dimensional Requirements. No changes are proposed to the existing building, which currently complies with the dimensional requirements of the GCD.

The only change related to a dimensional requirement is a slight increase in impervious surface area; however, the ratio remains compliant (68.3% proposed; 75% maximum allowed).

- 2. Building Design and Materials. No exterior changes are proposed to the existing building.
- 3. Pedestrian Circulation. Section 12.05 requires a 5-foot wide concrete sidewalk along Grand River.

The site plan includes the required public sidewalk, as well as a connection to the front of the building.

4. Vehicular Circulation. The site currently has two driveways to/from Grand River Avenue with no changes proposed.

As previously noted, the proposed also includes a driveway connection at the rear of the site with the adjacent property, which is also owned by the applicant. The applicant has stated that this drive will be removed if the property is sold in the future.

The applicant must address any comments provided by the Township Engineer and/or the Brighton Area Fire Authority with respect to vehicular circulation.

5. Parking. The calculations on Sheet SP note that 6 parking spaces are needed for the proposal. The revised plan includes 6 parking spaces at the rear of the building, including the required barrier-free space.

The design and dimensions of the parking spaces and drive aisles comply with current Ordinance standards.

6. Exterior Lighting. The building currently has 4 wall mounted light fixtures and 2 new fixtures are proposed on the west side of the building (though details are not provided).

Based on the photographs included in the submittal, the existing fixtures do not meet current Ordinance standards. The Commission may wish to require new/modified fixtures that meet current standards.

7. Landscaping. The landscape plan has been reviewed for compliance with the standards of Section 12.02, as follows:

Standard	Required	Proposed	Notes
Front yard	20' width	40' width	In compliance
greenbelt	4 canopy trees	4 canopy trees	
		12 shrubs	

The plan also includes several shrubs and decorative grasses around the building and along the rear lot line, as well as preservation of 7 mature evergreen trees along the west side lot line.

- 8. Waste Receptacle/Enclosure. The previous submittal stated that refuse will be transferred to the existing dumpster on the adjacent property, which the applicant also owns.
- **9.** Additional Considerations. We encourage removal of the nonconforming pole sign and replacement with a conforming monument sign as part of the project.

Genoa Township Planning Commission **Wonderland Marine West** Special Land Use and Site Plan Review #3 Page 5

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

Respectfully, **SAFEBUILT**

Brian V. Borden, AICP Michigan Planning Manager



May 6, 2024

Ms. Amy Ruthig Genoa Township 2911 Dorr Road Brighton, MI 48116

Re: Wonderland Marine Temporary Showroom Site Plan Review No. 3

Dear Ms. Ruthig:

Tetra Tech conducted a third review of the proposed Wonderland Marine West Temporary Showroom and Sales office site plan last dated March 25, 2024. The plan was prepared by Desine Inc. on behalf of MITTS, LLC. The development is located on the south side of Grand River Avenue, approximately 900 feet west of the Grand River Avenue and Dorr Road intersection. The Petitioner is proposing to use the existing building on site and proposed improvements include sidewalk, new fence and gates, and expansion of the existing parking lot. We offer the following comments for your consideration:

- 1. The parking for the site is shown behind the building and does include concrete curb and gutter as required by Genoa Township's Zoning Ordinance. A 5' wide striped barrier free access is provided from the barrier free space to the building entrance.
- 2. The Petitioner is proposing a temporary access drive to the property to the east, which will be removed before either parcel is sold in the future. A note has been added to sheet SP explaining that the drive will be removed prior to sale of either property.

The Petitioner has satisfactorily addressed our previous comments and we have no further engineering related concerns with the proposed site plan. Please call or email if you have any questions.

Sincerely,

Barber

John Y. Barber, P.E. Project Engineer

BRIGHTON AREA FIRE AUTHORITY



615 W. Grand River Ave. Brighton, MI 48116 0: 810-229-6640 f: 810-229-1619

April 17, 2024

Amy Ruthig Genoa Township 2911 Dorr Road Brighton, MI 48116

RE: Wonderland Marine Temporary Showroom & Sales Center 5776 E. Grand River Genoa Twp., MI

Dear Amy,

The Brighton Area Fire Department has reviewed the above-mentioned site plan. The plans were received for review on March 26, 2024 and the drawings are dated December 18, 2023 with latest revisions dated February 19, 2024 and March 25, 2024. The project is based on the re-occupancy of an approximately 7,000 square foot, existing non-separated mixed-use structure that will be renovated to be an open showroom/warehouse for boat sales. The use will be temporary during a project to construct a new facility on the neighboring property. The plan review is based on the requirements of the International Fire Code (IFC) 2021 edition.

All previous comments regarding access have been addressed. Use and vehicle storage will be verified at final occupancy inspection. The fire authority has no issues with the temporary use of the building as requested.

Additional comments will be given during the building plan review process (specific to the building plans and occupancy). The applicant is reminded that the fire authority must review the fire protection systems submittals (sprinkler & alarm) prior to permit issuance by the Building Department and that the authority will also review the building plans for life safety requirements in conjunction with the Building Department.

If you have any questions about the comments on this plan review please contact me at 810-229-6640.

Cordially,

Rick Boisvert, CFPS Fire Marshal

cc:Amy Ruthig amy@genoa.org

5776 EAST GRAND RIVER Genoa Township, Michigan Site Plan Application

IMPACT ASSESSMENT

Owner:

MITTS, L.L.C. 5796 East Grand River Howell, Michigan 48843

Prepared by:

DESINE INC. 2183 Pless Drive Brighton, Michigan 48114

A. INTRODUCTION (Sec. 18.07.01)

This impact assessment has been prepared pursuant to Article $18 - \underline{SITE PLAN REVIEW}$ of the Zoning Ordinance for the Township of Genoa, Livingston County, Michigan. This assessment addresses the impact of the proposed renovation of the site for use as the Wonderland Marine West temporary showroom and sales office building on the surrounding community and the economic condition and social environment of the Township.

This Impact Assessment has been prepared under the direction of Wayne Perry, P.E., DESINE INC., 2183 Pless Drive, Brighton, Michigan 48114. Mr. Perry is a licensed Civil Engineer, providing professional engineering services in Livingston County since 1988 with experience in private and municipal development including projects within Genoa Township and Livingston County.

B. SITE LOCATION / DESCRIPTION (Sec. 18.07.02)

The site is an existing parcel containing 0.74 acres of property, bordered on the North by Grand River Avenue, on the East by Wonderland Marine West, with Crystal Gardens banquet center to the South and West, as shown on Figure 1. Properties North of Grand River Avenue are zoned "Lakeshore Resort Residential" (LRR) district, to the East, West and South is zoned General Commercial (GCD).

The site is developed and contains an existing 7,124 square foot building with a bituminous driveway/parking surrounding the building. Wonderland Marine West is proposing to renovate the building and site to use as a temporary showroom, sales center and new boat display during the removal and reconstruction of their facility on the adjacent property to the East. The Site Plan depicts renovation of the site to include the addition of parking spaces conforming to the Township Zoning Ordinance, the addition of a barrier free parking space, an outdoor boat sales display area, and fencing with gates to secure the site. Improvements to the site will also include additional landscaping.

C. IMPACT ON NATURAL FEATURES (Sec. 18.07.03)

Existing soils on the property are Wawasee loam. These soils are well drained soils found in till plains and moraines, with slopes of 2%-18%. Surface runoff is medium, permeability is moderately low and the soil erosion hazard is light. The Soils Map, shown in Figure 3, shows the locations of specific soil types as classified.

Soil classifications are prepared by the United States Department of Agriculture, Soil Conservation Service, and "Soil Survey of Livingston County". On-site soils consist of the following:

WAWASEE LOAM (MoB): WAWASEE LOAMS are typically well drained soils found in till plains and moraines, with slopes of 2%-6%. Surface runoff is medium, permeability is moderately low and the soil erosion hazard is light.

The property is currently fully developed and paved. Existing topography of the site is

generally flat. Surface water drainage from the site is generally in a Northerly direction.

The proposed site improvements will not require any significant changes in grading of the property to construct the new parking spaces. Existing grades at the property lines will not be modified. The limits of disturbance are depicted as shaded areas on the grading plan.

Surface drainage characteristics on the property will not be significantly impacted by the proposed construction. Construction of the proposed parking spaces will not significantly change the permeable area on the property. The proposed changes and modifications to the surface drainage conditions will not have a negative impact on local aquifer characteristics or groundwater recharge capacity. Surface water runoff from the property will not have a significant impact on adjacent properties due to the proposed renovation.

Landscaping is proposed for the site to reduce the visual impact of the existing building and property. All proposed landscaping areas and plantings have been designed to improve the aesthetics of the property. Within the developed portion of the site, areas not otherwise covered, shall have lawn or other vegetative surface cover established.

No wildlife habitats currently exist on the property.

D. IMPACT ON STORM WATER MANAGEMENT (Sec. 18.07.04)

The property currently discharges surface water runoff to an existing storm sewer system along Grand River Avenue. Site grades mesh with existing grades on adjoining properties. No adverse impact to adjacent parcels is anticipated due to construction of the proposed parking spaces.

Soil erosion and sedimentation are controlled by the Soil Erosion Control Act No. 347 of the Public Acts of 1972, as amended and is administered by the Livingston County Drain Commissioner. Silt fencing will be installed around a majority of the site during construction. The Contractor shall comply with all regulations including control during and after construction.

Impact on adjoining properties due to the construction of this site will be minimized by implementing soil erosion control methods. No adverse impact to adjacent properties due to surface water runoff will be created as a result of the proposed improvements.

E. IMPACT ON SURROUNDING LAND USES (Sec. 18.07.05)

No adverse impact to adjacent properties is anticipated due to the renovation of the existing building, parking and site improvements.

Ambient noise levels on and around the property are largely generated by vehicular traffic on Grand River Avenue. Daily activities within the proposed buildings are not anticipated to create an increase in the sound level in the area.

All site lighting is existing building mounted fixtures.

The proposed use of the property does not create any significant emissions of smoke,

airborne solids, odors, gases, vibrations, noise or glare discernable and substantially annoying or injurious to person and/or property beyond the lot lines. No significant change in air pollution is anticipated.

The Contractor shall be responsible for initiating and maintaining adequate dust control measures during and after construction until the project site is fully stabilized and a vegetative cover established. Dust control measures used during construction may consist of site watering, mulching of completed areas, installation of windbreak fencing, and application of chemical dust control materials. The site will comply with the performance standards contained in Section 13.05 of the Township Zoning Ordinance.

Soil erosion control measures such as silt fence, geotextile silt sack filters and construction track mats will be used during construction to control siltation and sedimentation from entering the storm water system and have an adverse impact on adjacent properties.

F. IMPACT ON PUBLIC FACILITIES AND SERVICES (Sec. 18.07.06)

The Livingston County Sheriff and Michigan State Police will provide Police protection. Public safety services required to accommodate the proposed use are anticipated to be minor.

The Brighton Area Fire Department as a part of an existing governmental agreement will provide fire protection service. Existing fire hydrants are located along Grand River Avenue. The building address will be located at the front of the proposed building. No significant change in fire protection services are anticipated as a result of the proposed renovation of the property.

The proposed plan modifications will not create any direct adverse impact on the public schools.

G. IMPACT ON PUBLIC UTILITIES (Sec 18.07.07)

The property is presently within municipal sewer & water. Water service is available along Grand River. Capacity is available within the existing water system to provide adequate service to this site.

Capacity is available within the existing sanitary sewer system to provide adequate service for the site.

The site is currently serviced by electric, gas, phone and cable systems located along Grand River Avenue.

Delivery services are generally limited to parcel trucks, such as UPS, and similar single axle vehicles. These delivery service providers use available street parking temporarily while dropping off deliveries. Delivery of new boats will continue to be at the existing adjacent Wonderland Marine West property.

H. STORAGE AND HANDLING OF ANY HAZARDOUS MATERIALS (Sec. 18.07.08)

The showroom and sales center use within the existing building will not use, store, generate and/or discharge potentially polluting materials. Small quantities of material such as cleaning products and chemicals may be stored. No adverse effect is expected due to hazardous materials on-site.

I. TRAFFIC IMPACT STUDY (Sec. 18.07.09)

No change in traffic use to the site is anticipated by the renovation of the existing building for use as a temporary showroom and sales center building. No adverse impact on pedestrian traffic in the area is anticipated as a result of developing the proposed project.

J. HISTORIC AND CULTURAL RESOURCES (Sec. 18.07.10)

The existing building on the property does not have any major historic significance on a local, regional or state level.

K. SPECIAL PROVISIONS

No special provisions or requirements are currently proposed for this facility.

FIGURE 1

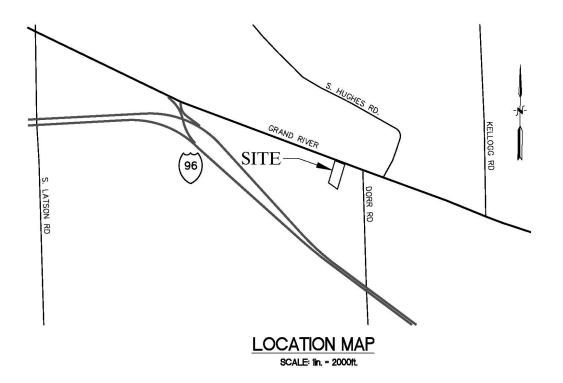


FIGURE 2

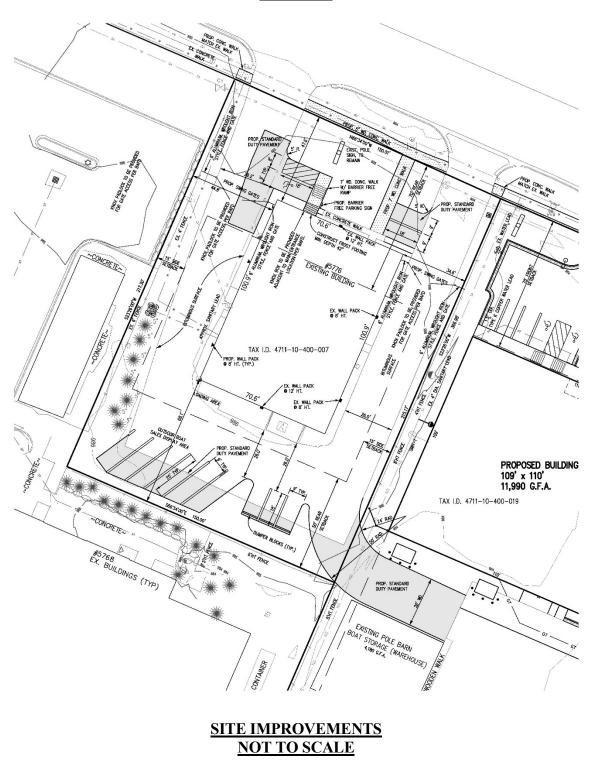


FIGURE 3



<u>SOILS MAP</u> (NOT TO SCALE)

LEGAL DESCRIPTION

Reference: Warranty Deed, 2023R-013314

Part of the Southeast 1/4 of Section 10, Town 2 North, Range 5 East, Genoa Township, Livingston County, Michigan, described as follows: Beginning on the Southerly Right of Way line of Grand River Road at a point 800 feet N 2 degrees 08 minutes East and 879 feet North 66 degrees 34 minutes West from the Southeast corner of said section 10: thence North 66 degrees 34 minutes West 150 feet along said Highway Right of Way; Thence South 23 degrees 26 minutes West 217.8 feet; thence south 66 degrees 34 minutes East 150 feet; thence North 23 degrees 26 minutes East 217.8 feet to the point of beginning. Tax ID No.: 4711-10-400-007

Also known as: 5776 E. Grand River, Howell, Michigan 48843

Refer to the current policy for title insurance for proof of ownership and all encumbrances affecting title to the described above parcel.

BENCHMARKS

DATUM BASED ON NGS OPUS SOLUTION REPORT, DATED MARCH 28, 2022 AT 11:26 AM. PREVIOUS DATUM FROM MARCH 1999 HAS A DIFFERENCE OF -0.76'.

BENCHMARK #201

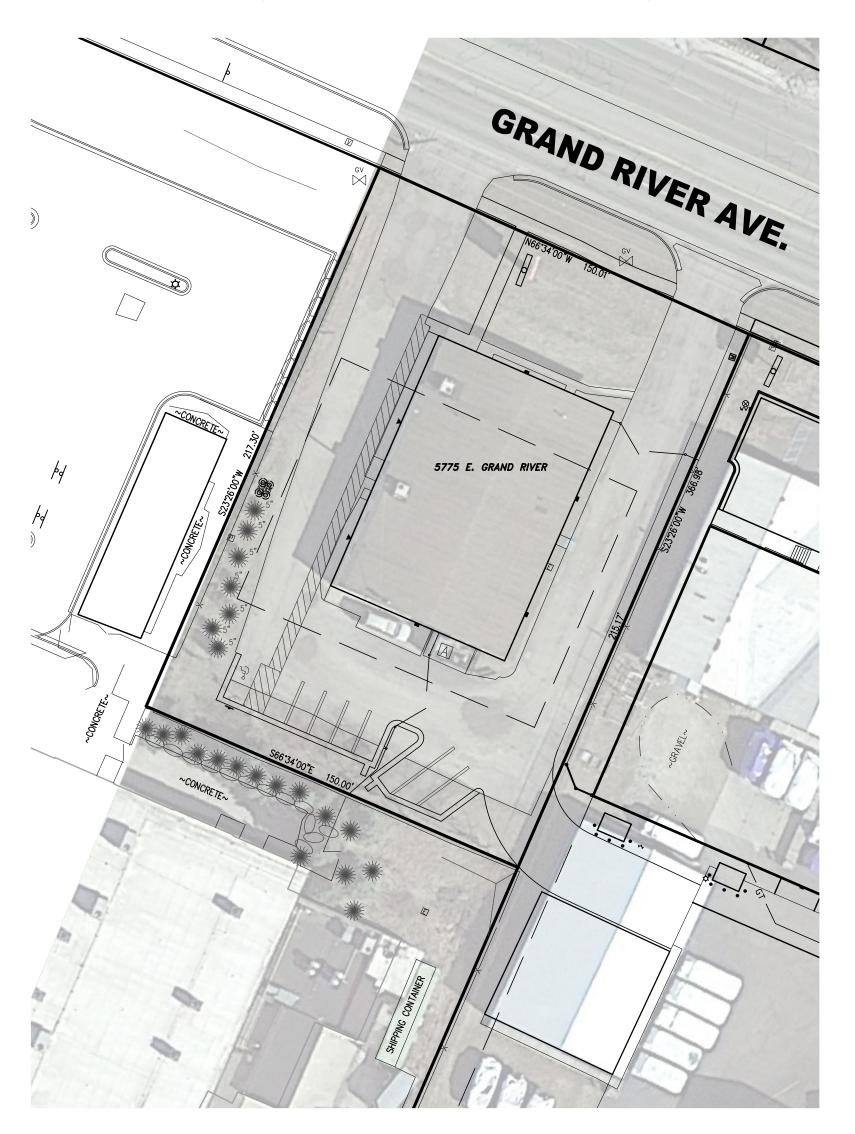
ARROW ON HYDRANT, LOCATED ON THE SOUTHERLY SIDE OF GRAND RIVER, NEAR THE NORTHWESTERLY CORNER OF #5796 PARCEL. ELEVATION = 986.63 (NAVD 88)

BENCHMARK #202 SOUTHEASTERLY CORNER OF CONCRETE PAD, LOCATED ON THE EASTERLY SIDE OF #5796 BUILDING.

ELEVATION = 983.53 (NAVD 88)

PROPOSED SITE PLAN FOR 5776 E. GRAND RIVER WONDERLAND MARINE WEST TEMPORARY SHOWROOM AND SALES OFFICE

A PART OF THE SE 1/4 OF SECTION 10, T 2 N, R 5 E, **GENOA TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN**

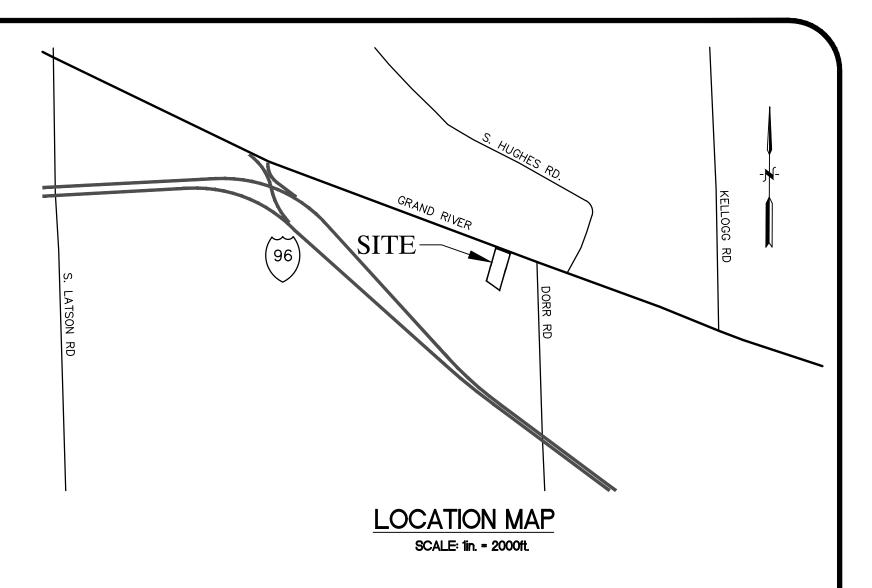


OWNER/DEVELOPER

MITTS LLC **5796 E. GRAND RIVER HOWELL, MICHIGAN 48843** (517) 548-5122

CIVIL ENGINEER/LAND SURVEYOR

DESINE INC. 2183 PLESS DRIVE BRIGHTON, MI. 48114 (810) 227-9533

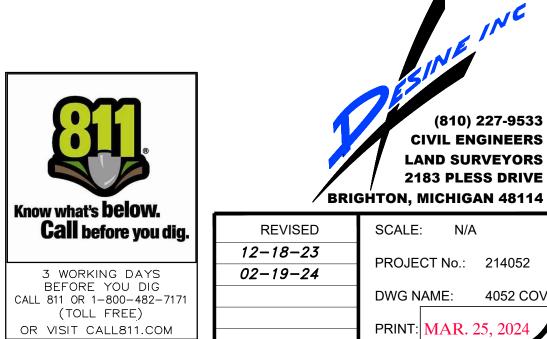


SHEET INDEX

EX	EXISTING CONDITIONS & DEMOLITION PLAN
SP	SITE PLAN
GR	GRADING PLAN
LA1	LANDSCAPE PLAN
LA2	LANDSCAPE NOTES & DETAILS
DT	GENERAL NOTES & DETAILS
Ε	BUILDING PHOTOGRAPHS

FLOOR PLAN





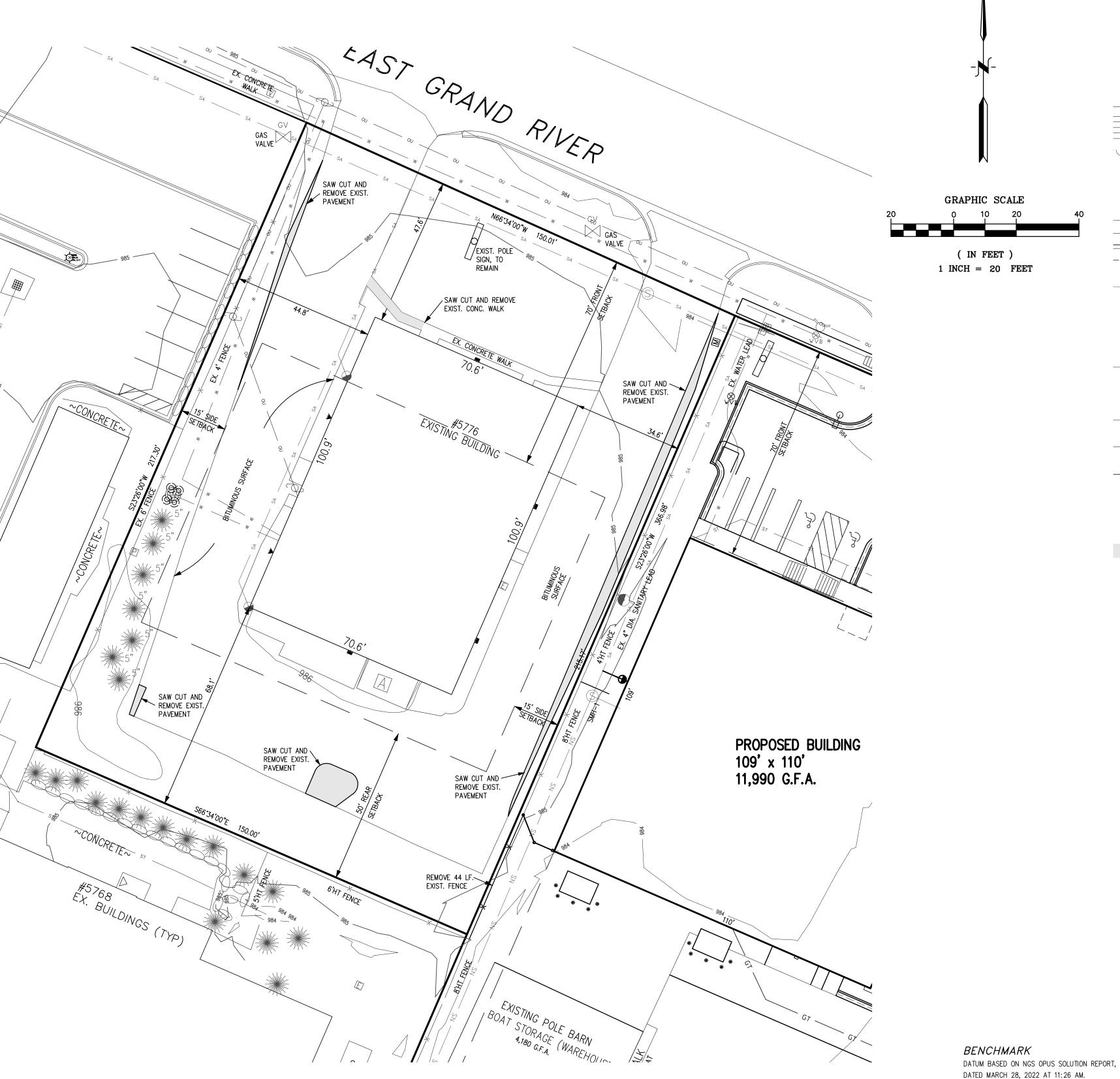
<u>DEMOLITION</u> NOTES:

- 1. The demolition specifications of the Local Municipality are a part of this work. Refer to the General Notes on the project plans for additional requirements.
- 2. Contractor shall contact the 811 Underground Public Utility Locating System or other appropriate local underground utility locating Agency, a minimum of three (3) working days prior to performing demolition work. Existing utility information on the project plans may be from information disclosed to this firm by the Utility Companies, Local, County or State Agencies, and/or various other sources. No guarantee is given as to the completeness or accuracy thereof. Prior to construction, locations and depths of all existing utilities (in possible conflict with the proposed improvements) shall be verified in the field.
- 3. Contractor shall contact the appropriate Agencies to coordinate disconnect of the electric, gas, phone, cable and other public utilities as necessary prior to performing demolition work.

15

- 4. Contractor shall contact the appropriate Agencies to coordinate removal and/or relocation of any underground and/or overhead public utility lines as necessary prior to performing demolition work.
- 5. Contractor shall recycle and/or dispose of all demolition material and debris in accordance with the appropriate Local, County, State and Federal regulations.
- 6. All bituminous and concrete pavement that is to be removed shall be saw cut at the limits of removal to provide for a clean straight edge for future abutment.
- 7. All existing irrigation lines that are to be removed shall be terminated at the limits of demolition or as necessary to allow for construction of the proposed site improvements. Ends of pipe shall be capped and the location of marked for future connection.
- 8. All existing water main and sanitary sewer that is to be removed shall be terminated at the limits of demolition or as indicated on the project plans. Temporary plugs shall be installed in the ends of pipe in accordance with the appropriate Agency and the locations of marked for future connection. Permanent plugs shall be installed in the ends of pipe in accordance with the appropriate Agency. The Contractor shall record the location of all permanent plugs and provide the location information to the appropriate Agency.
- 9. All existing storm sewer that is to be removed shall be terminated at the limits of demolition or as indicated on the project plans. Temporary plugs shall be installed in the ends of pipe in accordance with the appropriate Agency and the locations of marked for future connection. Permanent bulkheads shall be installed in the ends of pipe and/or openings in terminating structures in accordance with the appropriate Agency. The Contractor shall record the location of all permanent bulkheads and provide the location information to the appropriate Agency.
- 10. All existing light sources to be removed shall have their power cables removed up to the power source or properly terminated for future connection at the limits of demolition or as necessary to allow for construction of the proposed site improvements. Removal and termination of power cables shall be performed in accordance with local electric codes.
- 11. All existing utility meters that are to be removed shall be properly removed to allow for reuse. Any existing utility meters that are not to be reused as a part of this project shall be returned to the appropriate Agency.
- 12. All trenches and/or excavations resulting from the demolition of underground utilities, building foundations, etc., that are located within the 1 on 1 influence zone of proposed structures, paved areas and/or other areas subject to vehicular traffic shall be backfilled with MDOT Class III granular material (or better) to the proposed subgrade elevation. Backfill shall be shall be placed using the controlled density method (12" maximum lifts, compacted to 95% maximum unit weight, Modified Proctor).

	REVISION #	DATE	REVISION-DESCRIPTION	REVISION #	DATE	
DESIGN: JHG	1	03-25-24	REVISED PER REVIEW COMMENTS			
DRAFT: JHG						
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REVISION-DESCRIPTION	5776	F	GRAND	RIVER	EXISTING (
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					DEMOLITI



5796 E. GRAND RIVER HOWELL, MICHIGAN, 48843 517-548-5122

CLIENT:

MITTS LLC

PREVIOUS DATUM FROM MARCH 1999 HAS A

ARROW ON HYDRANT, LOCATED ON THE SOUTHERLY SIDE OF GRAND RIVER, NEAR THE

ELEVATION = 986.63 (NAVD 88)

ELEVATION = 983.53 (NAVD 88)

NORTHWESTERLY CORNER OF #5796 PARCEL.

SOUTHEASTERLY CORNER OF CONCRETE PAD,

LOCATED ON THE EASTERLY SIDE OF #5796

DIFFERENCE OF -0.76'.

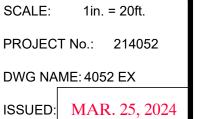
BENCHMARK #201

BENCHMARK #202

BUILDING.

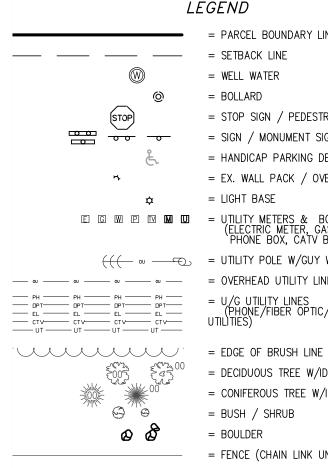
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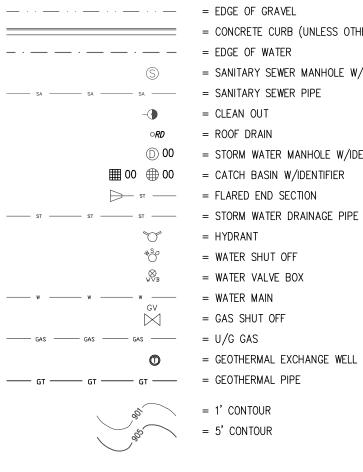
OR VISIT CALL811.COM





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LEGEND

- = PARCEL BOUNDARY LINE = SETBACK LINE
- = WELL WATER
- = BOLLARD
- = STOP SIGN / PEDESTRIAN CROSSING SIGN
- = SIGN / MONUMENT SIGN
- = HANDICAP PARKING DESIGNATION
- = EX. WALL PACK / OVERHEAD LIGHT
- = LIGHT BASE
- E CI WE PE MATCE = UTILITY METERS & BOXES (ELECTRIC METER, GAS METER, WATER METER, PHONE BOX, CATV BOX, MAIL BOX, UTIL. BOX)
- (((··· ··· ··· ··· ··· ··· ··· = UTILITY POLE W/GUY WIRE
- - = U/G UTILITY LINES (PHONE/FIBER OPTIC/ELECTRIC/CABLE TV/MISC UTILITIES)

- = DECIDUOUS TREE W/IDENTIFIER
- = CONIFEROUS TREE W/IDENTIFIER
- = BUSH / SHRUB
- = BOULDER = FENCE (CHAIN LINK UNLESS OTHERWISE STATED)
- = EDGE OF GRAVEL = CONCRETE CURB (UNLESS OTHERWISE STATED)
- ---- = EDGE OF WATER
 - = SANITARY SEWER MANHOLE W/IDENTIFIER

 - = CLEAN OUT
- $\circ RD$ = ROOF DRAIN
- \bigcirc 00 = STORM WATER MANHOLE W/IDENTIFIER
- $\blacksquare 00 \oplus 00 = CATCH BASIN W/IDENTIFIER$
- ⇒ st − = FLARED END SECTION

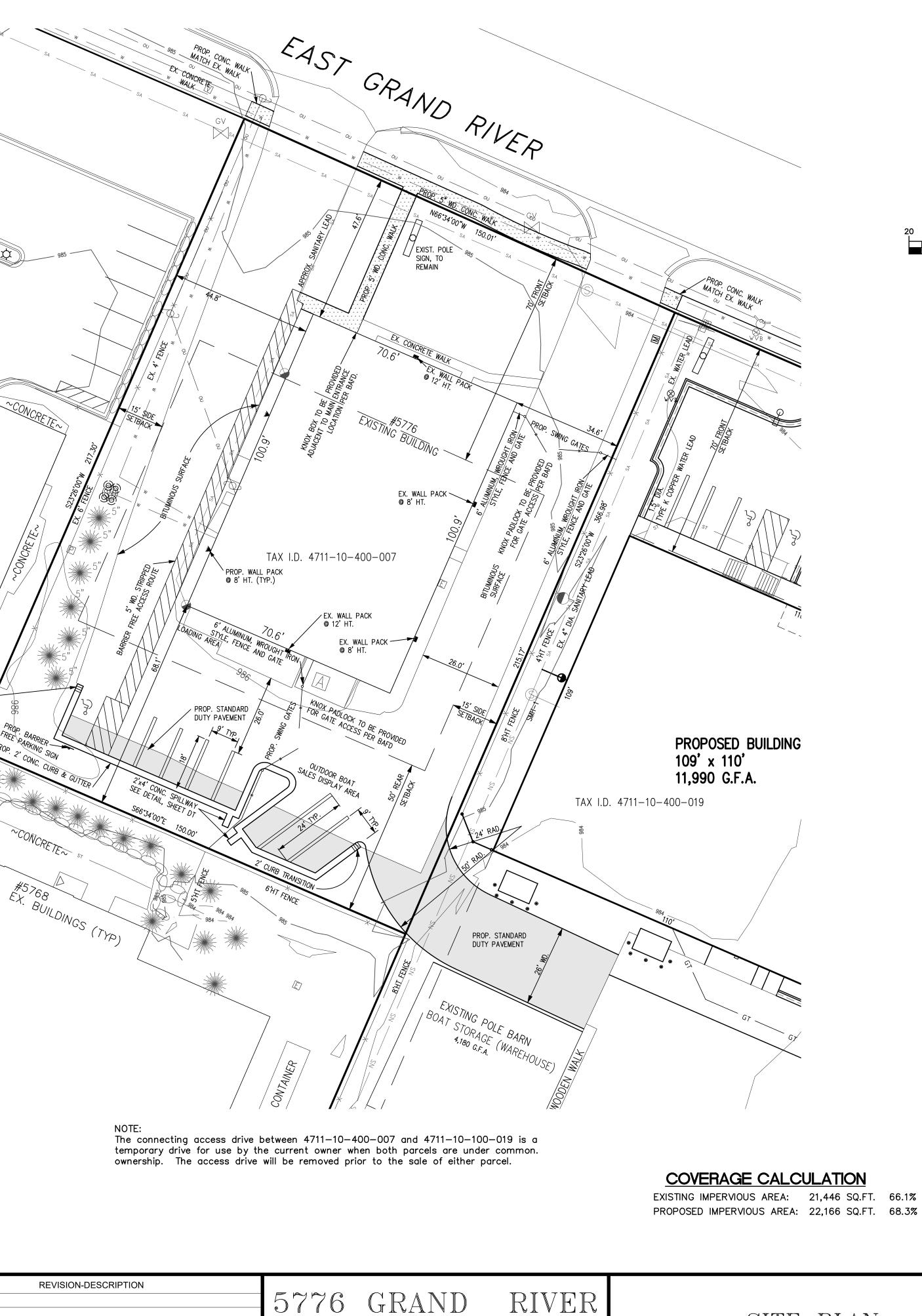
 - = HYDRANT
 - = WATER SHUT OFF
 - = WATER VALVE BOX
 - = GAS SHUT OFF

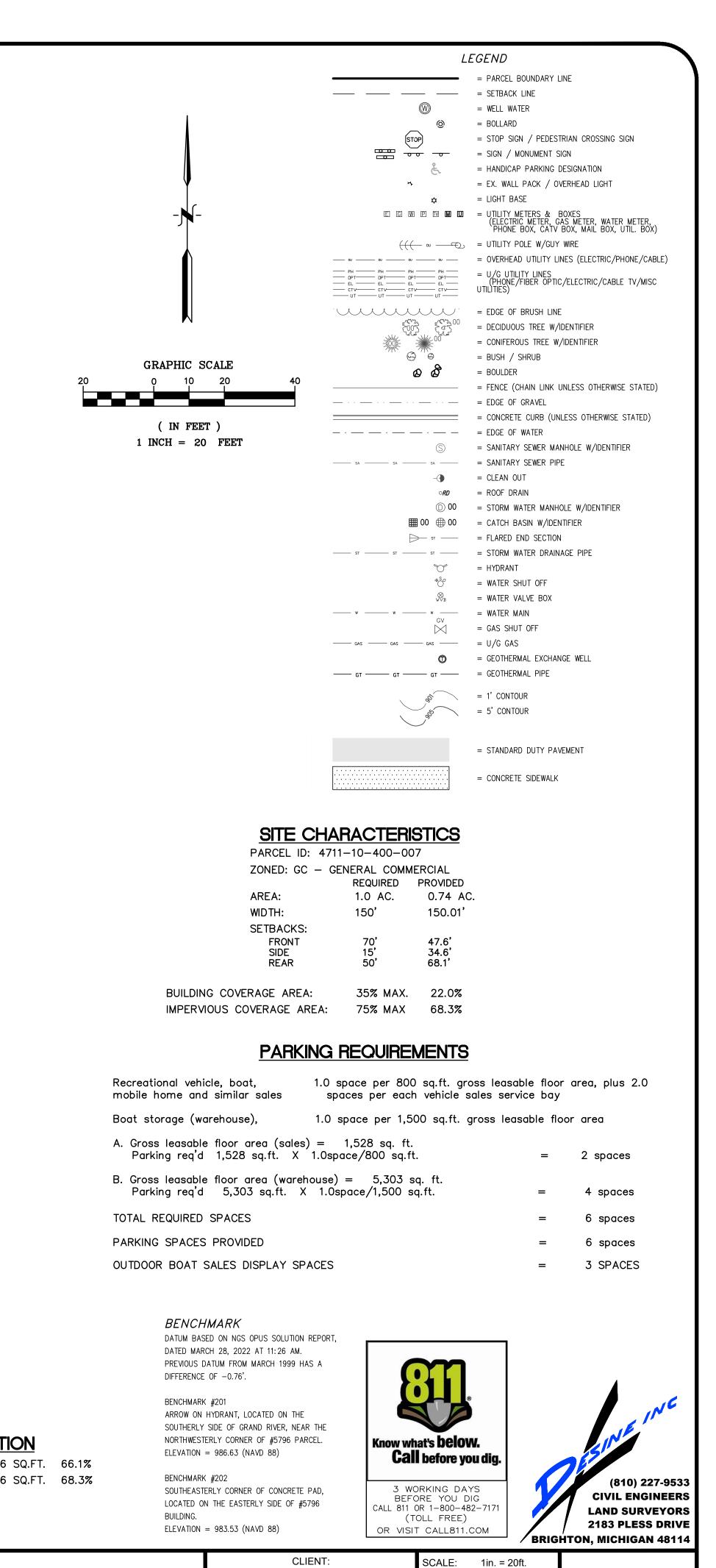
 - = GEOTHERMAL EXCHANGE WELL

 - = 1' CONTOUR
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 - = PAVEMENT REMOVAL AREA



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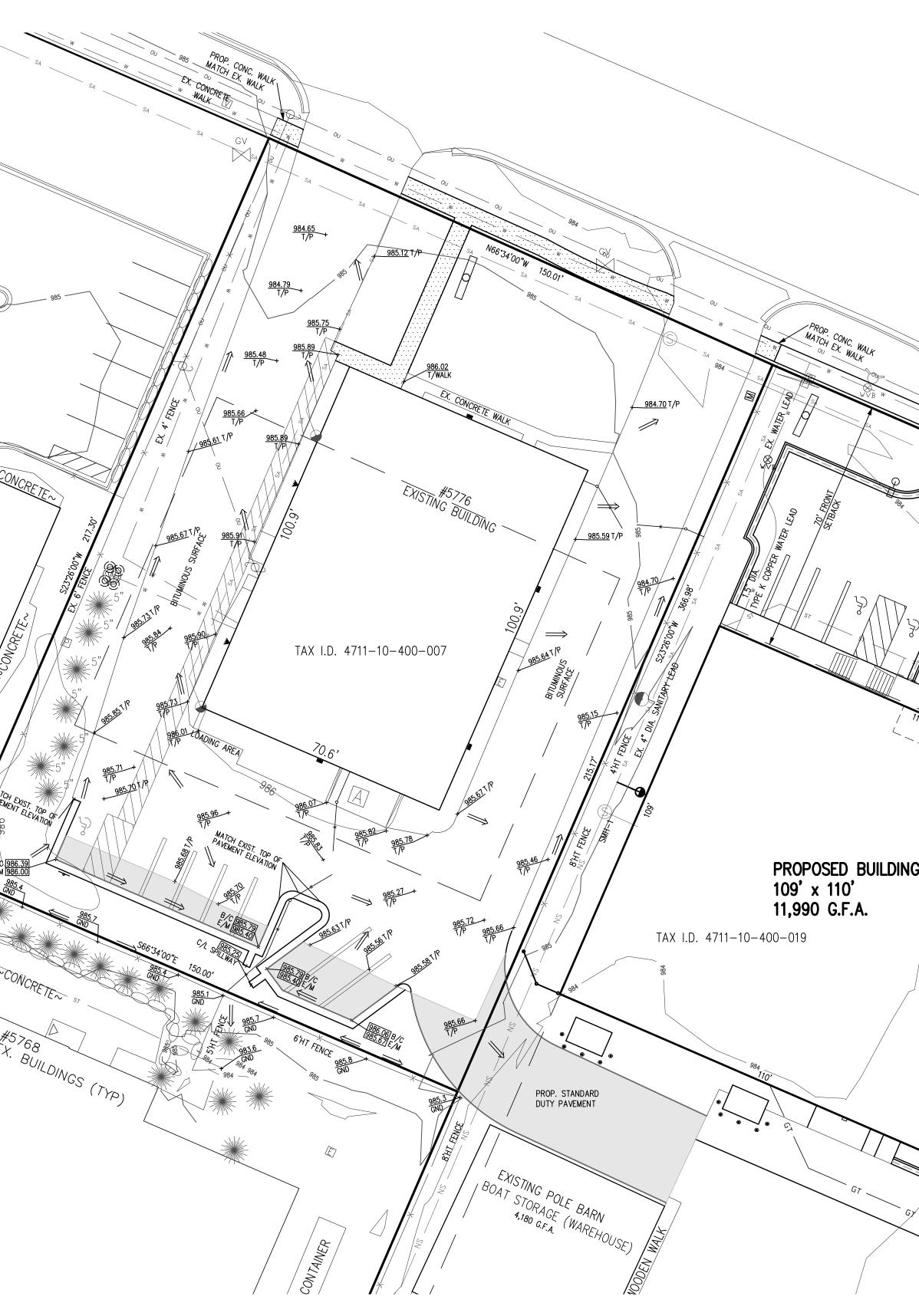


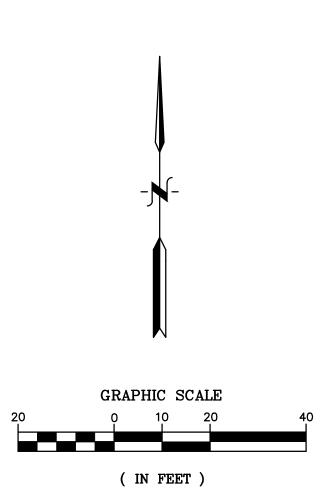
SITE PLAN

5796 E. GRAND RIVER HOWELL, MICHIGAN, 48843 517-548-5122

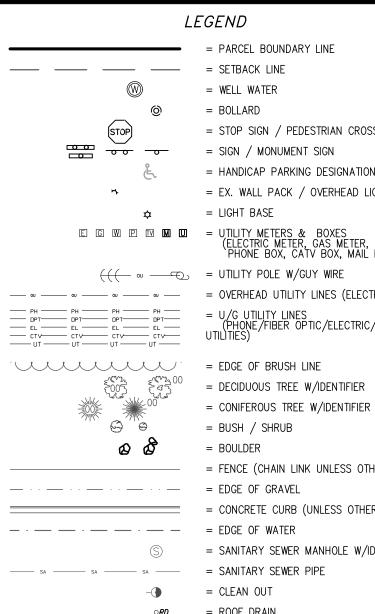
MITTS LLC

PROJECT No.: 214052 DWG NAME: 4052 SP ISSUED: MAR. 25, 2024 SP





1 INCH = 20 FEET



LEGEND

- = PARCEL BOUNDARY LINE
 - = WELL WATER
 - = BOLLARD
 - = STOP SIGN / PEDESTRIAN CROSSING SIGN
 - = HANDICAP PARKING DESIGNATION
 - = EX. WALL PACK / OVERHEAD LIGHT
 - = LIGHT BASE
- © ™ ™ ™ ™ © = UTILITY METERS & BOXES (ELECTRIC METER, GAS METER, WATER METER, PHONE BOX, CATV BOX, MAIL BOX, UTIL. BOX)

- = CONIFEROUS TREE W/IDENTIFIER
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 - S = SANITARY SEWER MANHOLE W/IDENTIFIER
 - CLEAN OUT
 - *⊳rd* = ROOF DRAIN D 00 = STORM WATER MANHOLE W/IDENTIFIER
 - $\blacksquare 00 \oplus 00 = CATCH BASIN W/IDENTIFIER$
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 - Solution SHUT OFF
 - \bigotimes_{B} = WATER VALVE BOX
- _____ w _____ w ____ = WATER MAIN = GAS SHUT OFF
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- - = 1' CONTOUR = 5' CONTOUR

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<u>985.12</u> 986.39

 \searrow

- = STANDARD DUTY PAVEMENT
- = CONCRETE PAVEMENT
- = CONCRETE SIDEWALK
- = EXISTING SPOT ELEVATION = PROPOSED SPOT ELEVATION
- = DRAINAGE FLOW ARROW

BENCHMARK

DATUM BASED ON NGS OPUS SOLUTION REPORT, DATED MARCH 28, 2022 AT 11:26 AM. PREVIOUS DATUM FROM MARCH 1999 HAS A DIFFERENCE OF -0.76'.

BENCHMARK #201

ARROW ON HYDRANT, LOCATED ON THE SOUTHERLY SIDE OF GRAND RIVER, NEAR THE NORTHWESTERLY CORNER OF #5796 PARCEL. ELEVATION = 986.63 (NAVD 88)

BENCHMARK #202 SOUTHEASTERLY CORNER OF CONCRETE PAD, LOCATED ON THE EASTERLY SIDE OF #5796 BUILDING. ELEVATION = 983.53 (NAVD 88)



3 WORKING DAYS BEFORE YOU DIG CALL 811 OR 1-800-482-7171 (TOLL FREE) OR VISIT CALL811.COM



CLIENT: MITTS LLC



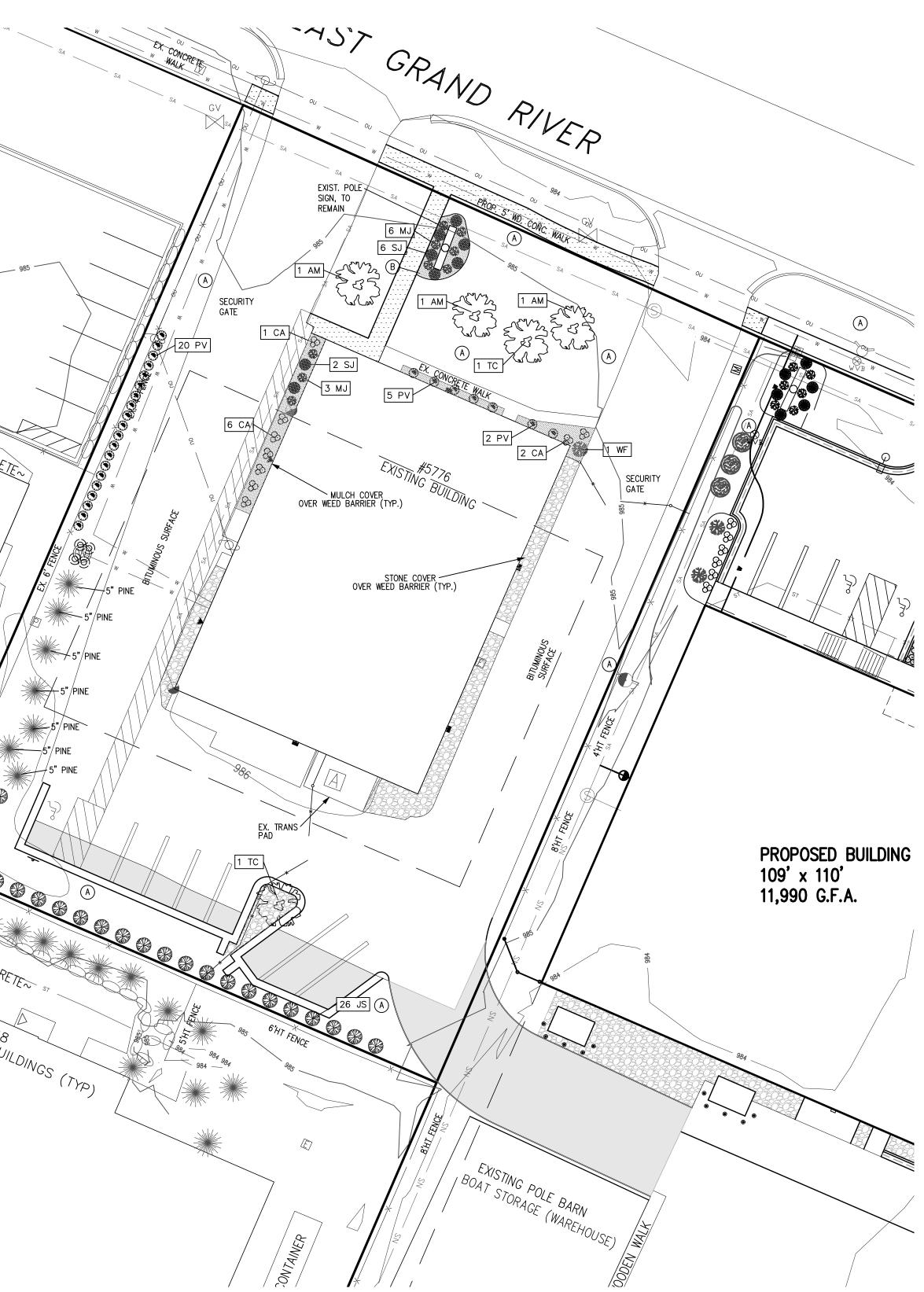
5796 E. GRAND RIVER HOWELL, MICHIGAN, 48843 517-548-5122

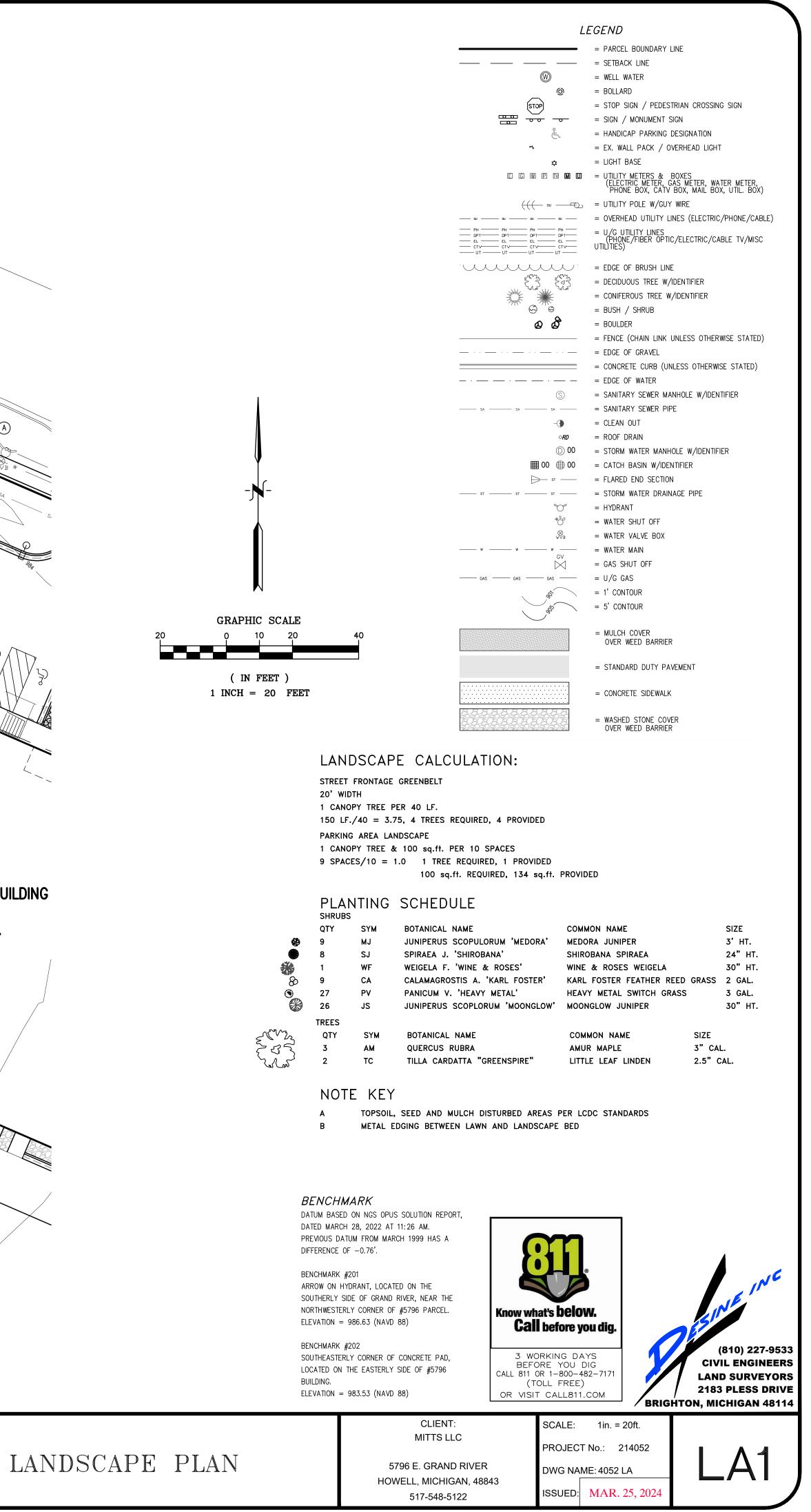
PROJECT No.: 214052 DWG NAME: 4052 GR ISSUED: MAR. 25, 2024

SCALE: 1in. = 20ft.



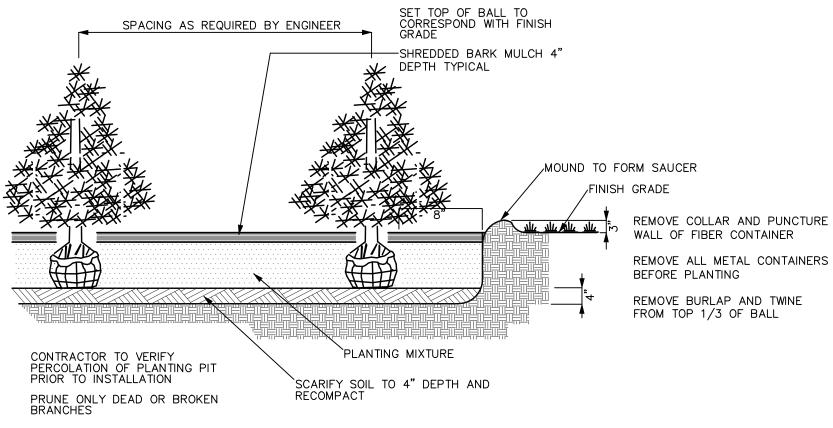
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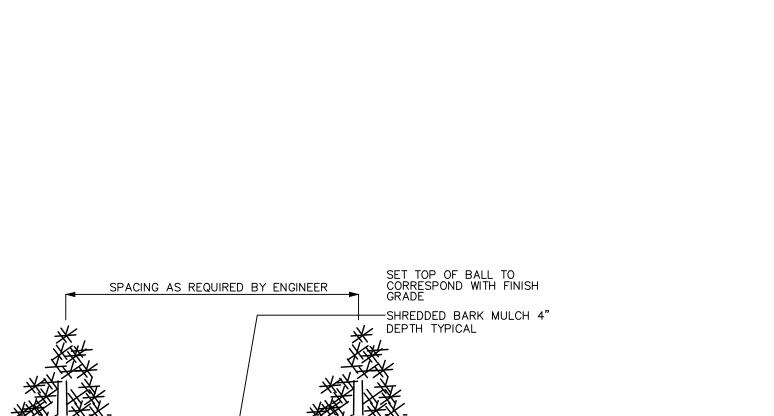


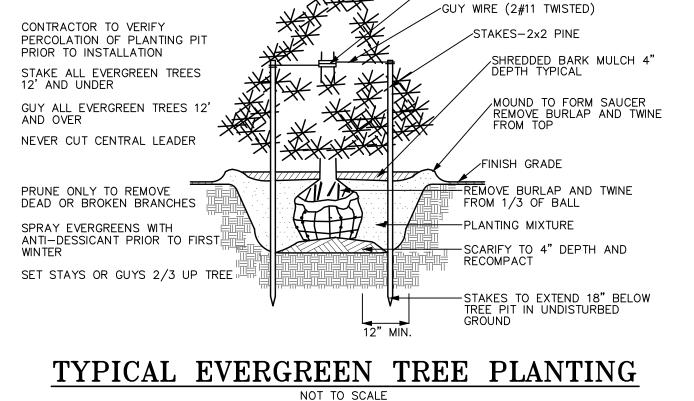


TYPIC				ENNIAL PI		2" X 2" 8'- TREES LESS 1 #12 WIRE TREE WRAP 3 1/2" X 7 1 EACH GUY 3-2" X 2" X FLUSH WITH 3" HIGH EAI TREE AND S 4" DEPTH S 4" DEPTH S PERENNIAL 1" DEPTH S	K 30" TREATED GRADE RTH SAUCER, T SHRUB BED TO HREDDED BARK RLAP & TIES FF BALLED TREES BED TO RECEIVI HREDDED BARK TOPSOIL MIXTUR	;2 OPPOSITE D ANCHING CKLES ES 3" CAL. & OVER STAKES; DRIVE YP. RECEIVE MULCH SOM AND SHRUBS E MULCH
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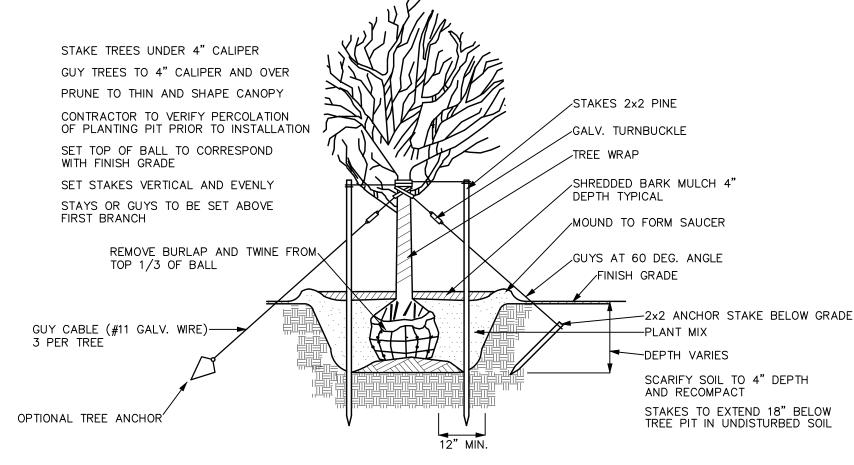
TYPICAL EVERGREEN SHRUB PLANTING NOT TO SCALE







-RUBBER HOSE



LANDSCAPING NOTES:

1. All minimum planting sizes specified on the Project Plans shall be at the time of planting.

2. All landscape materials shall be as specified on the Project Plans or approved equal. Substitutions shall not be made without prior written approval from the Project Engineer and receipt of the Owner's Authorization.

All plant material shall be free of disease and insects and shall conform to the American Standard of Nursery Stock of the American Association of Nurserymen.

4. All landscape plantings shall be planted and maintained in a healthy condition and shall be guaranteed by the Landscape Contractor and/or Supplier for a minimum period of 1 year from the time of planting. Any plantings that die or become diseased during the guarantee period shall be removed and replaced by the Landscape Contractor and/or Supplier at no cost to the Owner.

5. Excavations for container or balled plantings shall be no deeper than the root ball or container and shall be at least twice the diameter of the root ball or container.

6. Excavations for bare root plantings shall be no deeper than the longest roots and shall be at least twice the diameter of the root spread.

7. The sides of planting excavations in heavy and/or wet soils shall be scarified with a fork, pick or shovel to eliminate glazing.

8. Landscape planting backfill shall consist of a prepared mixture of peat moss, composted manure and topsoil or suitable excavated native soil material mixed with the appropriate soil conditioners that are compatible with the native soil and plant species. The type and mixture ratio of soil conditioners shall be in accordance with the Landscape Supplier's recommendations.

9. The Landscape Contractor shall stake and reinforce all trees to prevent wind damage. The Landscape Contractor shall remove all tree reinforcement and stakes upon expiration of the guarantee period.

10. Perennials shall be planted on a 3" minimum bed of prepared peat moss, composted manure and topsoil mixture.

11. Ground cover within landscape beds shall be decorative stone. Decorative stone shall be 2" to 4" diameter washed river rock placed 4" deep.

12. Ground cover within landscape beds shall be placed over a landscape fabric weed barrier. Landscape fabric shall be non-woven, 4 oz. per sq. yd. minimum weight, with UV protection. Landscape fabric shall be installed in strict accordance with the Manufacturer's specifications and recommendations. Landscape fabric shall not be installed over or within 12 inches of perennial plantings.

13. Lawn areas shall be established with 3" minimum depth of prepared topsoil and hydroseed. The Landscape Contractor shall guarantee all lawn areas for a minimum period of 1 year from time of seeding. All lawn areas that do not take root or die during the guarantee period shall be re-hydroseeded as appropriate by the Landscape Contractor at no cost to the Owner. All lawn areas that become diseased during the guarantee period shall be removed and re-hydroseeded as appropriate by the Landscape Contractor at no cost to the Owner.

14. Topsoil shall be a dark, organic, natural surface soil free of clay lumps, peat, muck, subsoil, noxious weeds and other foreign material such as roots, sticks and rocks over 1/2" diameter. Topsoil shall not be frozen or muddy. All earthen areas to receive topsoil shall be finish graded and properly trimmed. Topsoil shall be spread on the prepared areas to a depth of 3 inches. After spreading, any large clods and lumps of topsoil shall be broken up and pulverized. Stones and rocks over 1/2" in diameter, roots, litter and all foreign matter shall be raked up and disposed of by the Landscape Contractor. Seed and mulch shall be placed within 5 days of topsoil placement.

15. Seed mixture for lawn areas shall consist of 10% Kentucky Blue Grass, 20% Perennial Rye Grass, 30% Hard Fescue and 40% Creeping Red Fescue. Hydroseed shall be placed within 5 days of topsoil placement and shall be placed to provide complete and uniform coverage. Fertilizer shall be placed at 80 pounds per acre, hydro mulch at 1,200 pounds per acre and water at 500 gallons per acre unless otherwise specified by the Seed Distributor/Manufacturer. All over spray areas shall be properly cleaned and restored at no expense to the contract.

16. Seed and mulch may be substituted for hydroseed when authorized by the Owner. Seed mixtures shall meet the requirements for lawn areas as outlined above. Seed shall be uniformly applied at a rate of 220 lbs per acre unless otherwise recommended by the seed Distributor/Manufacturer. Seed mixture shall be fertilized. Fertilizer shall be uniformly applied at of 240 pounds per acre of chemical fertilizer nutrients in equal portions (10-10-10) of Nitrogen, Phosphoric Acid and Potash.

17. All seeded areas with a slope less than 1:4 shall be stabilized with straw mulch placed at 2 tons per acre unless otherwise recommended by the seed Distributor/Manufacturer. Erosion control blankets shall be substituted for straw mulch in roadway greenbelts, lawn areas adjacent to heavy traffic, lawn areas subject to high winds, slopes of 1:4 or greater and within ditches, swales and other areas exposed to concentrated overland storm water flow. Erosion control blankets shall consist of 100% straw fiber matrix with photodegradable polypropylene netting and have a 12-month minimum longevity rating. Erosion control blankets shall be pinned with biodegradable pins and shall be installed in accordance with the Manufacturer's recommendations.

18. The Landscape Contractor shall be responsible for watering non-irrigated plantings and sod during dry weather conditions throughout the guarantee period as necessary to promote growth and establishment.





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TYPICAL DECIDUOUS TREE PLANTING NOT TO SCALE

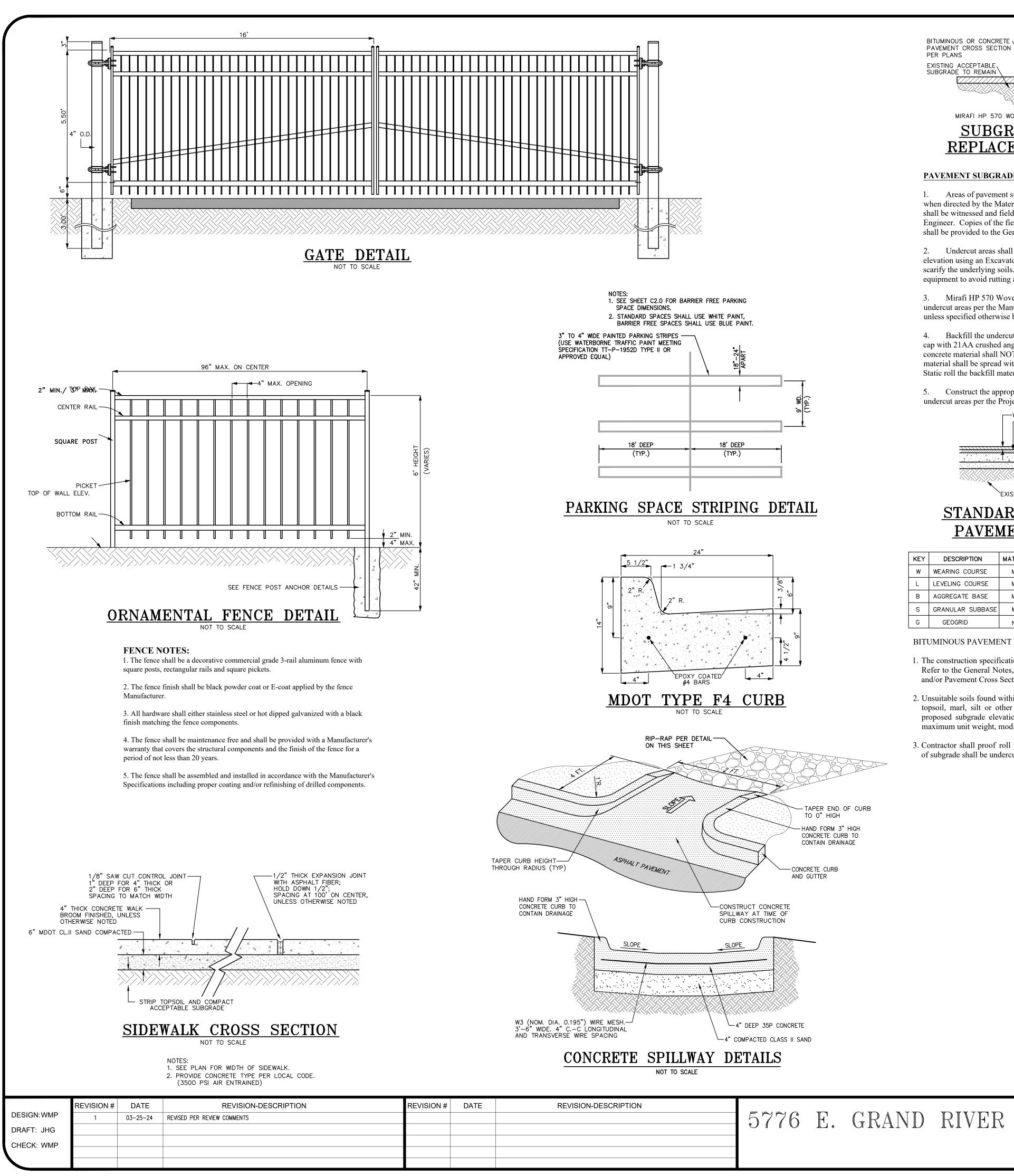
LANDSCAPE NOTES & DETAILS

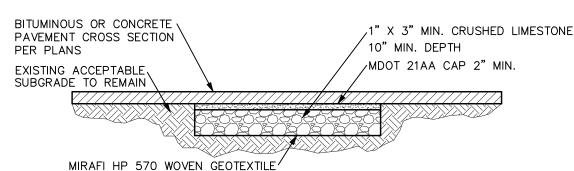
5796 E. GRAND RIVER HOWELL, MICHIGAN 48843 517-548-5122

CLIENT:

MITTS LLC PROJECT No.: 214052

DWG NAME: 4052 LA ISSUED: MAR. 25, 2024





SUBGRADE UNDERCUT AND **REPLACEMENT CROSS-SECTION**

PAVEMENT SUBGRADE UNDERCUT NOTES:

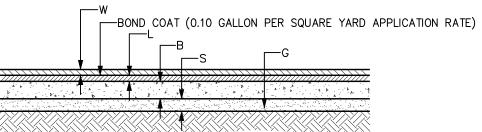
1. Areas of pavement subgrade that do not pass a proof roll inspection shall be undercut when directed by the Material Testing Engineer and/or Project Engineer. All undercut work shall be witnessed and field measured by the Material Testing Engineer and/or Project Engineer. Copies of the field notes depicting the field measurements of the undercut areas shall be provided to the General Contractor and/or Earthwork Subcontractor and Owner.

2. Undercut areas shall be excavated to a depth of 12" below the proposed subgrade elevation using an Excavator or Backhoe with a Smooth Edged Ditching Bucket so as not to scarify the underlying soils. Undercut areas shall remain free of all construction traffic and equipment to avoid rutting and/or tracking of the underlying soils.

3. Mirafi HP 570 Woven Geotextile Fabric (or approved equal) shall be placed over all undercut areas per the Manufacturer's specifications. Overlap all seams a minimum of 12" unless specified otherwise by the Manufacturer.

4. Backfill the undercut areas with 1" x 3" minimum size crushed angular limestone and cap with 21AA crushed angular limestone up to the proposed subgrade elevation. Crushed concrete material shall NOT be substituted for crushed limestone material. The backfill material shall be spread with a Wide Track Dozer to minimize loading on the underlying soils. Static roll the backfill material with a large smooth drum roller.

5. Construct the appropriate Bituminous or Concrete Pavement Cross Section over the undercut areas per the Project Plans.



EXISTING ACCEPTABLE SUBGRADE

STANDARD DUTY BITUMINOUS PAVEMENT CROSS SECTION

NOT TO SCALE

KEY	DESCRIPTION	MATERIAL SPECIFICATION	MINIMUM COMPACTED THICKNESS
w	WEARING COURSE	MDOT 36A	1.5"
L	LEVELING COURSE	MDOT 13A	1.5"
В	AGGREGATE BASE	MDOT 21AA	8"
S	GRANULAR SUBBASE	MDOT CLASS II	6"
G	GEOGRID	N/A	N/A

BITUMINOUS PAVEMENT NOTES:

- 1. The construction specifications of the appropriate Local Municipality are a part of this work. Refer to the General Notes, Road and/or Parking Lot Construction Notes and Typical Road and/or Pavement Cross Section details on the project plans for additional requirements.
- 2. Unsuitable soils found within the 1 on 1 influence zone of the pavement, such as muck, peat, topsoil, marl, silt or other unstable materials shall be excavated and replaced up to the proposed subgrade elevation with MDOT Class III granular material compacted to 95% maximum unit weight, modified proctor.
- 3. Contractor shall proof roll prepared subgrade as directed by Engineer. Unacceptable areas of subgrade shall be undercut and replaced as directed by Engineer.

GENERAL NOTES:

- 1. Contractor shall perform the work in accordance with the requirements of the appropriate Local, County and State Agencies and all other Government and Regulatory Agencies with jurisdiction over the project. Contractor shall notify the appropriate Agencies in advance of each stage of work in accordance with each Agency's requirements.
- 2. Contractor shall comply with all permit, insurance, licensing and inspection requirements associated with the work. Prior to construction, Contractor and Owner/Developer shall determine who is responsible for obtaining each required permit. Contractor shall verify that the each required permit has been obtained prior to commencement of the stage of work associated with the required permit(s).
- 3. Contractor shall furnish liability insurance and property damage insurance to save harmless the Owner, Developer, Architect, Engineer, Surveyor and Government Agencies for any accident occurring during the construction period. Refer to the appropriate Local, County and State Agencies for additional requirements. Copies of insurance certifications shall be made available to the Owner/Developer.
- 4. Contractor shall conduct and perform work in a safe and competent manner. Contractor shall perform all necessary measures to provide for traffic and pedestrian safety from the start of work and through substantial completion. Contractor shall determine procedures and provide safety equipment such as traffic controls, warning devices, temporary pavement markings and signs as needed. Contractor shall comply with the safety standards of the State Department of Labor, the occupational health standards of the State Department of Health and safety regulations of the appropriate Local, County, State and Federal Agencies. Refer to the safety specifications of the appropriate Regulatory Agencies. The Contractor shall designate a qualified employee with complete job site authority over the work and safety precautions; said designated employee shall be on site at all times during the work.
- 5. Contractor shall coordinate scheduling of all work in the proper sequence, including work by Subcontractors. Additional costs due to improper planning by Contractor or work done out of sequence as determined by standard acceptable construction practices, shall be Contractor's responsibility.
- 6. Contractor shall contact the 811 Underground Public Utility Locating System or other appropriate local underground utility locating Agency, a minimum of three (3) working days prior to construction. Existing utility information on the project plans may be from information disclosed to this firm by the Utility Companies, Local, County or State Agencies, and/or various other sources. No guarantee is given as to the completeness or accuracy thereof. Prior to construction, locations and depths of all existing utilities (in possible conflict with the proposed improvements) shall be verified in the field.
- 7. Contractor shall coordinate scheduling a Pre-Construction Meeting with Engineer prior to commencement of work.
- 8. The Local Municipality, County and/or State in which the project is located may require an Engineer's Certification of construction of the proposed site improvements. Contractor shall verify the certification requirements with Engineer prior to commencement of work. Contractor shall coordinate construction staking, testing, documentation submittal and observation with the appropriate Agency, Surveyor and/or Engineer as required for Engineer's Certification and Government Agency Acceptance. All materials used and work done shall meet or exceed the requirements of certification and acceptance, the contract documents and the material specifications noted on the project plans. Any materials used or work done that does not meet said requirements, contract documents and/or specifications shall be replaced and/or redone at Contractor's expense. The Owner/Developer may wait for test results, certifications and/or Agency reviews prior to accepting work.
- 9. Engineer may provide subsurface soil evaluation results, if available, to Contractor upon request. Subsurface soil evaluation results, soils maps and/or any other documentation does NOT guarantee existing soil conditions or that sufficient, acceptable on-site granular material is available for use as structural fill, pipe bedding, pipe backfill, road subbase or use as any other granular material specified on the project plans. On-site granular material that meets or exceeds the material specifications noted on the project plans may be used as structural fill, pipe bedding, pipe backfill and/or road subbase material. On-site granular material shall be stockpiled and tested as acceptable to the appropriate Agency and/or Engineer prior to use.
- 10. During the performance of their work, Contractor shall be solely responsible for determining soil conditions and appropriate construction methods based on the actual field conditions. Contractor shall furnish, install and maintain sheeting, shoring, bracing and/or other tools and equipment and/or construction technique as needed for the safety and protection of the workers, pedestrians and vehicular traffic and for protection of adjacent structures and site improvements.
- 11. Contractor shall install temporary and permanent soil erosion and sedimentation control devices at the appropriate stages of construction in accordance with the appropriate regulatory Agencies. Refer to Soil Erosion and Sedimentation Control Plans and Notes on the project plans.
- 12. Structural fill shall be placed as specified on the project plans and within the 1 on 1 influence zone of all structures, paved areas and other areas subject to vehicular traffic. Structural fill shall be placed using the controlled density method (12" maximum lifts, compacted to 95% maximum unit weight, modified proctor). Fill material shall meet or exceed the specifications noted on the project plans or as directed by Engineer when not specified on the project plans.
- 13. All existing monuments, property corners, ground control and benchmarks shall be protected and preserved; and if disturbed by Contractor, shall be restored at Contractor's expense. Contractor shall notify Surveyor of any conflicts between existing monuments, property corners, ground control and/or benchmarks and the proposed site improvements.
- 14. Contractor shall notify Owner/Developer and Engineer immediately upon encountering any field conditions, which are inconsistent with the project plans and/or specifications.
- 15. When noted on the project plans for demolition and/or removal, Contractor shall remove existing structures, building and debris and recycle and/or dispose of in accordance with Local, County, State and Federal regulations.
- 16. Contractor shall remove excess construction materials and debris from site and perform restoration in accordance with the project plans and specifications. Disposing of excess materials and debris shall be performed in accordance with Local, County, State and Federal regulations.
- 17. Construction access to the site shall be located as acceptable to the Owner/Developer and to the appropriate Local, County and/or State Agency with jurisdiction over the road(s) providing access to the site. Construction access shall be maintained and cleaned in accordance with the appropriate Local, County and/or State Agencies and as directed by Owner/Developer and/or Engineer.
- 18. Contractor shall take necessary precautions to protect all site improvements from heavy equipment and construction procedures. Damage resulting from Contractor actions shall be repaired at Contractor's expense.



SITE & PAVEMENT NOTES AND DETAILS

CLIENT: MITTS LLC

5796 E. GRAND RIVER HOWELL, MICHIGAN 48843 517-548-5122

SCALE: N/A PROJECT No.: 214052 DWG NAME: 4052 DT SSUED: MAR. 25, 2024



NORTH BUILDING ELEVATION NOT TO SCALE



SOUTH BUILDING ELEVATION





WEST BUILDING ELEVATION NORTH END

WEST BUILDING ELEVATION SOUTH END





EAST BUILD SOU	ST BUILDING E NORTH EN NOT TO SCALE				
REVISION-DESCRIPTION	5776	E.	GRAND	RIVER	BUILDING F

PHOTOGRAPHS



5796 E. GRAND RIVER HOWELL, MICHIGAN, 48843 517-548-5122

CLIENT: MITTS LLC

SCALE: NOT TO SCALE PROJECT No.: 214052 DWG NAME: 4052 ELEV ISSUED: MAR. 25, 2024

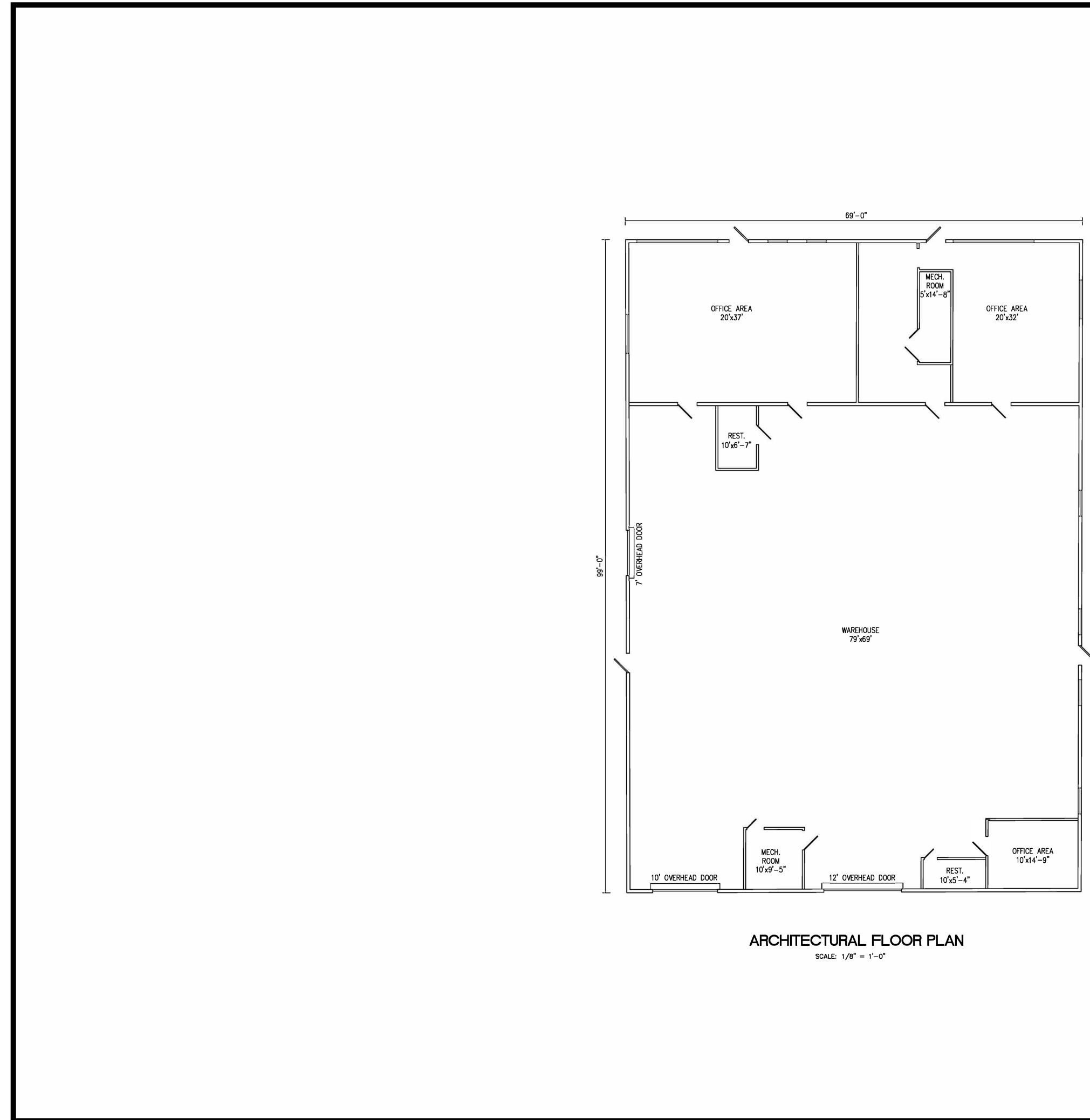
Know what's **below. Call** before you dig.

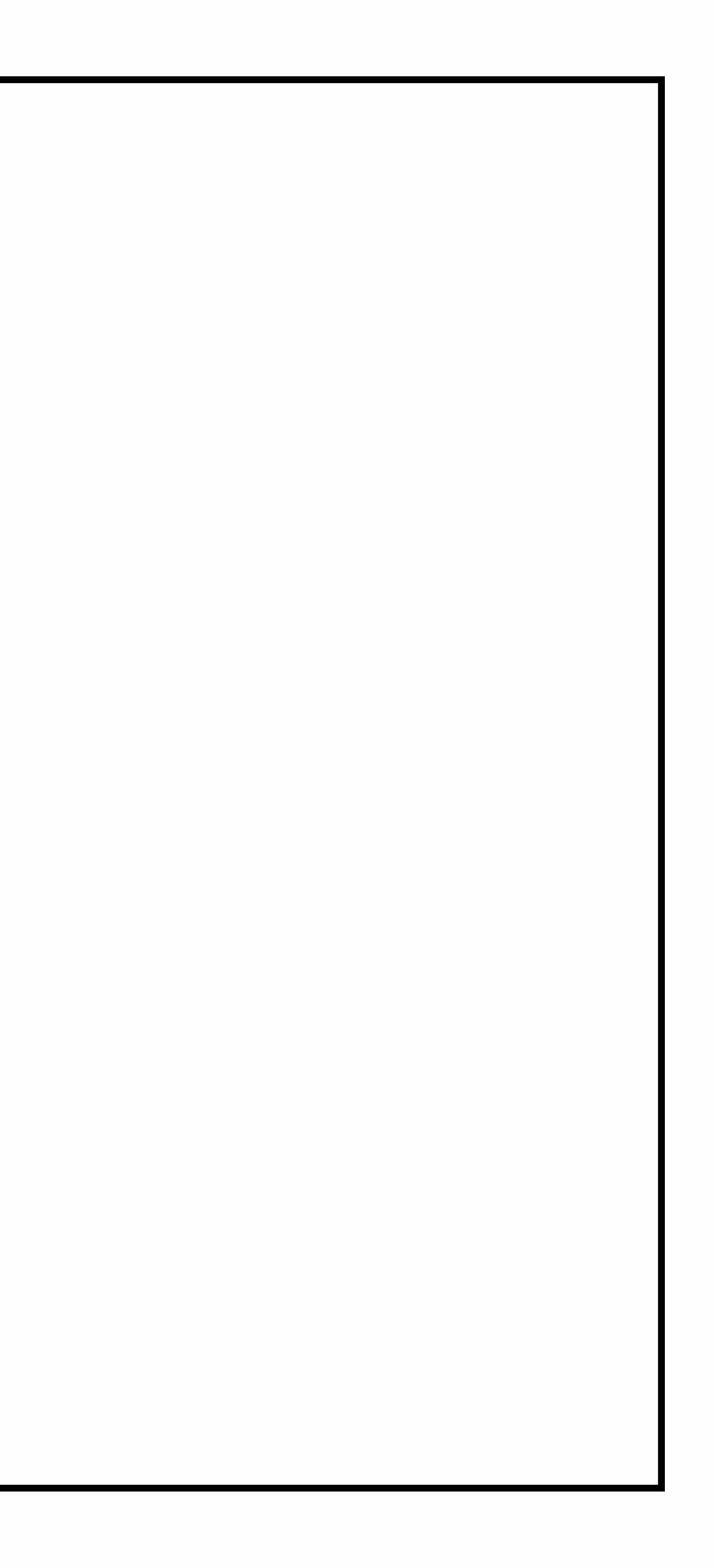
3 WORKING DAYS BEFORE YOU DIG CALL 811 OR 1-800-482-7171 (TOLL FREE) OR VISIT CALL811.COM

LAND SURVEYORS 2183 PLESS DRIVE BRIGHTON, MICHIGAN 48114

(810) 227-9533 CIVIL ENGINEERS









GENOA CHARTER TOWNSHIP Application for Site Plan Review

TO THE GENOA TOWNSHIP PLANNING COMMISSION AND TOWNSHIP BOARD:

APPLICANT NAME & ADDRESS: Desine Inc. (2183 Pless Dr., Brighton, MI 48114) If applicant is not the owner, a letter of Authorization from Property Owner is needed.

OWNER'S NAME & ADDRESS: 4M Genoa LLC (2244 Euler Rd., Ste. 102, Brighton, MI 48114)

SITE ADDRESS: 2025 Euler Road PARCEL #(s): 11-13-100-011

APPLICANT PHONE: (810) 227-9533 OWNER PHONE: (810) 217-7471

OWNER EMAIL: johnj@mrmconstruction.com

LOCATION AND BRIEF DESCRIPTION OF SITE: ______Site is just north of Grand River Ave, on

Euler Rd. Site is currently occupied by several accessory structures and a former home

that was being used as business. Site is mostly open with some trees and vegetation.

BRIEF STATEMENT OF PROPOSED USE: Proposed use is an industrial site condominium

that will contain two industrial buildings and a shared storage yard. The buildings will

house two separate construction firms and their equipment and staff.

THE FOLLOWING BUILDINGS ARE PROPOSED: Two industrial buildings, with office and warehouse spaces.

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.

ADDRESS: 2183 PLESS PRIVE BAILUTON MT 45149

BY: DIEVE BAIBOK A Finh

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

<u>1.) Steve Baibak</u> Name of Desine Inc.

at_____

E-mail Address

FEE EXCEEDANCE AGREEMENT				
As stated on the site plan review fee schedule, all site plans are allocated two (2) consultant reviews and one (1) Planning Commission meeting. If additional reviews or meetings are necessary, the applicant will be required to pay the actual incurred costs for the additional reviews. If applicable, additional review fee payment will be required concurrent with submittal to the Township Board. By signing below, applicant indicates agreement and full understanding of this policy.				
SIGNATURE: DATE: U/3/2023				
PRINT NAME: JOHN MOTORE: PHONE: 810-217-7471				
ADDRESS: 2344 EULER Rd Brighton MI				

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Robin Hunt asked if they are prepared to combine the property. Mr. Sheffer responded yes.

A. Disposition of Special Use Application

Moved by Paulette Skolarus, supported by Robin Hunt to approve the Special Use Permit to allow for a contractor's yard with outdoor storage, wetland buffer encroachment and accessory fuel storage located at 855 Victory Drive and parcel #4711-05-303-026. It is found that the requested use meets the standards of Section 19.03, 13.07 and 8.02.02(b) with the following condition:

- 1. Applicant must receive a variance from the Zoning Board of Appeals to allow for two 500gallon fuel storage tanks.
- 2. The two parcels must be combined into one parcel.

The motion carried unanimously.

B. Disposition of Environmental Impact Assessment (1-15-24)

Moved by Diana Lowe, supported by Terry Croft to approve the Environmental Impact Assessment dated 1-15-24 for a contractor's yard with outdoor storage located at 855 Victory Drive. **The motion carried unanimously.**

C. Disposition of Site Plan (1-26-24)

Moved by Jean Ledford, supported by Diana Lowe to approve the site plan dated 1-26-24 to allow for a contractor's office with outdoor storage yard at 855 Victory Drive, with the following conditions:

- 1. The two parcels must be combined into one parcel.
- 2. The wetland crossing shall be approved by EGLE and approval shall be submitted to the Township prior to land use permit issuance.
- 3. Applicant must receive a variance from the Zoning Board of Appeals to allow for two 500gallon fuel storage tanks.

The motion carried unanimously.

5. Consideration of a recommendation for approval of a special use application, preliminary site plan and environmental impact assessment for a 2-unit non-residential site condominium with contractor's offices and yards with outdoor storage. The property is located at 2025 Euler Road, east side of Euler Road, north of Grand River Avenue. The request is petitioned by Desine, Inc.

Wayne Perry, Design, Inc., Cathy Reisterer, and Brian Misaras are present on behalf of the petitioner. Wayne Perry reviewed the project and stated that the project will create two industrial sites on Euler Road with a common entrance. Each building will have 20,000 square feet building with municipal water and sanitary sewer. The existing buildings on the site will be demolished and stormwater management will be constructed with a basin on the east side of the property.

Robin Hunt asked if the area between the building will only be used for maneuvering into the bays. Wayne Perry responded yes.

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Paulette Skolarus loves the plan and has questions about the storage yard. She wants to see fencing across the front between the two buildings. She suggested they consider something similar to the WalMart store which has a stone or brick wall with wrought iron fence on the top to screen. Wayne Perry asked if her goal was to block the view from Euler Road. Ms. Skolarus responded yes and stated that it doesn't have to be opaque, just something to stop your eye.

Wayne Perry stated that there is a 50-foot-wide landscape buffer along the residential property line with landscaping that exceeds the ordinance requirements. Between the buildings is not storage and that area will be used as a truck turning area. The ability to see the storage area will be very diminished because it will be at least 410 feet off of Euler Road at a minimum. You will be able to see it but it will be 400-600 feet off of Euler Road.

A resident spoke up in concern for the large excavators which will be located right against the back of the building which is very near her home.

Cathy Riesterer responded that the property is zoned Industrial and she purchased her home in 2021. The Township ordinances requires buffering and screening. There is very limited to no Industrial land in Genoa Township to develop. The applicant has gone above and beyond to add landscaping and to make the building attractive.

Paulette Skolarus really appreciated the letter in the packet from the resident and thinks she should work at the Township. She wants to help this person by adding a fence between the two buildings to make it more attractive.

Robin Hunt is less concerned about the Euler Road view but is more concerned with the impacts to the abutting residential. She asked if any of the equipment that will be stored would be over 10 feet tall. Mr. Perry responded that nothing will be stored above that height.

Wayne Perry offered to add trees to the 50 feet buffer and said they could look to add height to the berm provided it is within the side slopes of the engineering standards.

Paulette Skolarus said on the picture you have all these beautiful green trees. Wayne Perry states that those trees along the lakeside will remain.

A. Disposition of Special Use Application

Moved by Robin Hunt, supported by Diana Lowe to approve the Special Use Permit for a twounit non-residential site condominium with contractor's offices and yards with outdoor storage at 2025 Euler Road. It is found that the requested use meets the standards of Section 19.03, 13.07 and 8.02.02(b). This approval is conditioned upon the following:

- 1. High quality building architecture and enhanced landscaping have been provided to ensure compatibility with the research and development future land use category. The final building architecture shall be reviewed by the Planning Commission to ensure that it meets the intent of the Master Plan and conveys a high-quality image.
- 2. The height of all material and equipment stored in an outdoor storage area shall not exceed the height of any landscape screening, wall or fence. Storage of materials up to the height of the adjacent building wall may be permitted in the rear yard of the south condominium unit if it is illustrated on the site plan because the rear yard does not abut a residential

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district or face an expressway, provided such storage is confined to within twenty (20) feet of the building.

- 3. The applicant shall address any comments provided in the January 3rd, 2024 letter from the Township Engineer.
- 4. The applicant shall address any comments provided in the December 26, 2023 letter from the Brighton Area Fire Authority.
- 5. Additional landscaping trees shall be added to the north property line and if possible additional berm height shall be added.

The motion carried unanimously.

B. Disposition of Environmental Impact Assessment. (1-26-24)

Moved by Robin Hunt, supported by Jean Ledford to APPROVE the Environmental Impact Assessment dated 1-26-24 for a two-unit non-residential site condominium with contractor's offices and yards with outdoor storage at 2025 Euler Road. **The motion carried unanimously.**

C. Disposition of Site Plan (dated 1-26-24)

Moved by Jean Ledford, supported by Terry Croft to approve the site plan dated 1-26-24 to allow for a two-unit non-residential site condominium with contractor's offices and yards with outdoor storage at 2025 Euler Road, with the following conditions:

- 1. The applicant is to review the tones and textures of the building and their ability to improve upon the landscaping as discussed.
- 2. The building materials do not meet the Zoning Ordinance. Building materials and colors will be reviewed at Final Site Plan submittal.
- 3. The Master Deed and Bylaws shall be amended per the comments provided by the Township Attorney and staff and exhibit B shall be provided for review at Final Site Plan submittal.
- 4. Site plan shall be revised to show storage of materials up to the height of building in an area 20 feet behind the building on south condominium unit.
- 5. Additional landscaping trees shall be added to the north property line and if possible, additional berm height shall be added.

The motion carried unanimously.

6. Request for approval of Resolution #5C, the third amendment to Resolution #5 for the Pine Creek Ridge Road Improvement Special Assessment District to extend the interest free pre-payment period from March 1, 2024 to June 1, 2024. (Roll Call)

Kelly VanMarter indicated the hearing before the Michigan Tax Tribunal is tomorrow and she hopes to have an answer by June 1st which will allow the project to move forward. This will change the no interest pre-payment date from March 1, 2024 to June 1, 2024.

Paulette Skolarus asked if there were time periods for the bids for this project. Kelly VanMarter responded that her cover letter in the packet addressed this issue. The County Road Commission has indicated that they will honor the pricing.

Moved by Diana Lowe, supported by Paulette Skolarus to approve Resolution #5C, the third amendment to Resolution #5 for the Pine Creek Ridge Road Improvement Special Assessment District to extend the interest free pre-payment period from March 1, 2024 to June 1, 2024. **The**

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OPEN PUBLIC HEARING # 2...Consideration of a special use application, environmental impact assessment and preliminary site plan for a 2-unit non-residential site condominium with contractor's offices and yards with outdoor storage and accessory fuel storage. The property is located at 2025 Euler Road, east side of Euler Road, north of Grand River Avenue. The request is petitioned by Desine, Inc.

- A. Recommendation of Special Use Application
- B. Recommendation of Environmental Impact Assessment (12-18-23)
- C. Recommendation of Preliminary Site Plan (12-19-23)

Mr. Steve Baibak of Desine, Inc. provided a review of the proposal. He showed the proposed site plan. Ms. Kathy Riesterer, representing the applicant stated this site is being developed as a condominium. The Master Deed and Bylaws have been reviewed to the Township Attorney and his comments have been incorporated into those documents.

Mr. Borden reviewed his letter dated January 2, 2024, noting this is preliminary approval.

- 1. Special Land Uses (Section 19.03):
 - a. In order to make a favorable finding related to the Master Plan, the Commission needs to deem the building architecture "high quality" and the site landscaping "enhanced."
 - b. In order to make favorable findings related to compatibility and impacts, the conditions of Section 8.02.02(b) and 13.07 need to be met to the Commission's satisfaction, with particular attention paid to protecting the adjacent residence.
 - c. The applicant must address any comments provided by the Township Engineer or Brighton Area Fire Authority regarding public facilities and services.
- 2. Outdoor Storage (Section 8.02.02(b)):
 - a. The use of gravel surfacing is allowed to be approved but requires a recommendation by the Township Engineer.
- 3. Site Plan Review:
 - a. The applicant must address any comments provided by the Township Attorney regarding the condominium documents. He noted that Ms. Riesterer has addressed this item.
 - b. Building materials and design, including color palette, are subject to review and approval by the Planning Commission.
 - c. The amount of metal as a building material exceeds that allowed.
 - d. The applicant should be prepared to present building material and color samples at the Planning Commission meeting. Mr. Baibak provided photographs of the proposed materials. There was a discussion regarding not allowing the red material being proposed. The Commissioners agree that the proposed materials are acceptable, but colored renderings must be provided for color palette review and approval.
 - e. Parking space depths may be reduced by 2 feet, if desired by the applicant.
 - f. The applicant must make arrangements for refuse removal since the receptacles are behind security gates.

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Ms. Byrne reviewed her letter dated January 3, 2024.

- 1. The Genoa Township Zoning Ordinance requires that the parking lot be hard surface with concrete curb and gutter. However, she does not have any objection to the use of gravel for the storage areas.
- 2. After final site plan approval, water main and sanitary sewer construction plans should be provided to MHOG Sewer and Water Authority for their review and approval and permitting with EGLE.
- 3. The domestic water lead should come off the fire suppression line closer to the proposed buildings per MHOG standard details. This can be revised as part of MHOG's construction plan review after final site plan approval.

The Brighton Area Fire Department Fire Marshal's letter dated December 26, 2023 states that two items are outstanding:

- 1. A minimum vertical clearance of 13½ feet shall be maintained along the length of all apparatus access drives. This includes but is not limited to porte-cocheres, lighting, and large canopy trees.
- 2. The shared drive to the storage yard shall be signed on both sides as a fire lane. Include the location of the proposed fire lane signage and a detail of the fire lane sign in the submittal. Access roads to the site shall be provided and maintained during construction. Access roads shall be constructed to be capable of supporting the imposed load of fire apparatus weighing at least 84,000 pounds.

Mr. Baibak stated he will address their Fire Marshal's concerns.

Commissioner McCreary questioned that the Master Deed and Bylaws state the use as "a medical and business office condominium". Ms. Riesterer stated this will be removed as there will be no medical uses here.

The call to the public was made at 7:42 pm.

Mr. Joe Lubig of 7576 Spring Trace, which is directly east of the property, would like to know what type of businesses will be here. He used to see the pond and the trees and now he sees the orange fencing. Will this affect his property values and what will he see from his windows? Will there be landscaping planted? He would like to keep the rural nature of the area.

Ms. Marie Parish of 1885 Euler has the same concerns as Mr. Lubig. She would like the applicant to consider a neutral palette. She is concerned about any fuel storage.

Mr. John Moretti, who owns the property at 2224 Euler Road, is happy with this proposed development. This property has been abandoned for many years. There has been debris, unsafe buildings, tires, etc. and has not been well maintained.

The call to the public was closed at 7:48 pm.

Genoa Township Planning Commission January 8, 2024 Approved Minutes

Vice Chairman Rauch asked the applicant to explain their proposed screening. Mr. Baibak showed the proposed landscaping plan. They will be keeping all of the existing major vegetation and they will be adding additional plantings around the detention basin. There will be more plantings on this site after it is developed than what is currently there.

Commissioner McBain would like to see additional plantings installed along the back of the property between this site and the residential neighbors abutting it. Mr. Baibak stated additional plantings can be added where there is a gap in the buffer on that side. He requested specific direction on what should be planted.

Moved by Commissioner Dhaenens, supported by Commissioner McCreary, to recommend to the Township Board approval of the Special Use Application for a two-unit non-residential site condominium with contractor's offices and yards with outdoor storage at 2025 Euler Road as this Planning Commission finds that the conditions of Sections 8.02.02(b), 13.07 and 19.03 of the zoning ordinance have been met. This approval is conditioned upon the applicant addressing any comments provided by the Township Engineer and Brighton Area Fire Authority regarding public facilities and services. **The motion carried unanimously.**

Moved by Commissioner Dhaenens, supported by Commissioner McCreary, to recommend to the Township Board approval of the Environmental Impact Assessment dated December 18, 2023 for a two-unit non-residential site condominium with contractor's offices and yards with outdoor storage at 2025 Euler Road. **The motion carried unanimously.**

Moved by Commissioner Dhaenens, supported by Commissioner Chouinard, to recommend to the Township Board approval of the Preliminary Site Plan dated December 19, 2023 for a twounit non-residential site condominium with contractor's offices at 2025 Euler Road, with the following conditions:

- The applicant is to review the tones and textures of the building and their ability to improve upon the landscaping as discussed this evening.
- The gravel parking lot is acceptable.
- The Dumpster screening is not required.
- The Master Deed and Bylaws shall be amended per the comments provided by the Township Attorney.

The motion carried unanimously.

OPEN PUBLIC HEARING #3.. Consideration of a sketch plan application and sketch plan for a proposed 1,704 sq. ft. addition for Michigan Rod Products located at 1326 Grand Oaks Drive. A. Disposition of Sketch Plan (11-28-23)

Mr. Raymond Embach of Asselin, McLane Architectural Group, LLC stated they are proposing to install a recycling bin enclosure. They have received the comments from the planner, engineer and fire marshal and will address their concerns, noting that he has spoken to the Fire Marshal and he has agreed to waive the requirement for the water main.



Planning Commission Genoa Township 2911 Dorr Road Brighton, Michigan 48116

Attention:	Amy Ruthig, Planning Director
Subject:	2025 Euler Road Business Park – Final Condominium Plan Review #2
Location:	2025 Euler Road – east side of Euler Road, north of Grand River Avenue
Zoning:	IND Industrial District

Dear Commissioners:

At the Township's request, we have reviewed the revised submittal from 4M Genoa, LLC for final condominium plan review for a 2-unit non-residential (industrial) development at 2025 Euler Road (cover sheet dated 4/22/24).

A. Summary

- 1. The applicant must provide copies of necessary permits from outside agencies.
- 2. The applicant must address comments from the Township Attorney and/or staff on the condominium documents.
- **3.** The final condominium plan is generally consistent with the approved preliminary plan (including conditions); however:
 - **a.** the applicant should be prepared to present building material and color samples at the upcoming meeting;
 - **b.** building elevations are subject to review and approval by the Planning Commission;
 - **c.** the applicany must address any comments provided by the Townhip engineering consultant and Brighton Area Fire Authority.

B. Proposal/Background/Process

The applicant seeks to create a 2-unit non-residential site condominium for use as contractor's offices and yards with outdoor storage.

The 13.33-acre site is zoned IND and currently contains several buildings and structures that will be removed to accommodate the project.

At their January 8, 2024 meeting, the Planning Commission put forth favorable recommendations on both the special land use request and preliminary condominium plan.

Subsequently, the Township Board approved the special land use request and preliminary condominium plan with conditions at their February 5, 2024 meeting.

At this time, the applicant requests review and approval of the final condominium plan.

Procedurally, the Planning Commission is to review the final condominium plan and revised Environmental Impact Assessment, and put forth recommendations to the Township Board.

Genoa Township Planning Commission 2025 Euler Road Business Park Final Condominium Plan Review #2 Page 2



Aerial view of site and surroundings (looking north)

C. Final Condominium Plan Review

1. Condominium Requirements. For consideration of final condominium plans, the Ordinance requires review of the site plan and Impact Assessment, necessary agency permits (county and state, as needed), and condominium documents (master deed and by-laws).

The applicant provided the required condominium documents, which are subject to review by the Township Attorney and staff.

The materials submitted to our office did not include permits from outside agencies. This information must be provided to the Township.

2. Dimensional Requirements. As shown in the table below, the proposed 2-unit condominium development complies with the dimensional requirements of the IND:

	Min. Lot Req.		Minimum Yard Setbacks (feet)				Max. Lot Coverage	Max.
	Area	Width	Front	Side	Rear	Parking	(%)	Height
	(acres)	(feet)	Yard	Yard	Yard	Lot		
IND	1	150	85	50 (N)	40	20 front	40% building	30'
	1	150	05	25 (S)	40	10 side/rear	85% impervious	2 stories
Proposal							11.1% building (1)	
_	4.15(1)	210(1)	153 (1)	50 (N)	435 (1)	85 front	64.4% impervious (1)	30'
	5.14 (2)	236 (2)	159 (2)	25 (S)	535 (2)	25 side (S)	8.9% building (2)	2 stories
							64.4% impervious (2)	

The dimensions noted above are also consistent with the approved preliminary condominium plan.

3. Building Design and Materials. Building materials and design, including color palette, are subject to review and approval by the Planning Commission.

The elevation drawings identify masonry veneer, masonry block, composite metal panels, and a decorative concrete base.

The applicant should be prepared to present material and color samples at the Planning Commission meeting.

4. Pedestrian Circulation. Public sidewalks are not provided, nor required, along Euler Road.

Internal sidewalks (7' wide) are proposed along the front and side of each building.

5. Vehicular Circulation. The plan includes a single driveway to/from Euler Road that will be shared by both Units.

As noted during review of the preliminary plan, we believe driveway spacing and offsets are met; however, the applicant must address any comments provided by the Township Engineer and/or the Brighton Area Fire Authority with respect to vehicular circulation.

6. Parking. Based on the proposed use, each Unit requires 28 parking spaces.

The plan complies with the total amount of parking required, including the number of barrier-free spaces (2 per Unit).

The design and dimensions of parking spaces and drive aisles also comply with current Ordinance standards.

7. Exterior Lighting. The lighting plan identifies 12 light poles and 6 wall mounted fixtures (3 on each building).

Details note the use of downward directed LED fixtures.

Pole heights and photometric readings (both on-site and along property lines) comply with Ordinance standards.

8. Landscaping. The landscape plan has been reviewed for compliance with the standards of Section 12.02, as follows:

Standard	Required	Proposed	Notes
Front yard	20' width	90' width	In compliance
greenbelt	12 canopy trees	12 canopy trees	_
Parking lot	6 canopy trees	6 canopy trees	In compliance
	560 SF landscaped area	560+ SF landscaped area	
Buffer Zone A (N)	50' width	50' width	In compliance
	6' wall or 4' berm	4' berm	_
	48 canopy trees	48+ canopy trees (new & exist)	
	96 evergreen trees	103 evergreen trees (new)	
	192 shrubs	192 shrubs	
Buffer Zone B (S)	20' width	25' width	In compliance
	6' wall or 3' berm	3' berm	
	29 canopy trees	29+ canopy trees (new & exist)	
	29 evergreen trees	29+ evergreen trees (new & exist)	
	116 shrubs	116 shrubs	
Detention pond	15 trees	10 new trees	In compliance
	150 shrubs	8 existing trees	
		153 shrubs	

Per a condition of the Board's approval, the applicant has included additional plantings beyond the minimum requirements for the northerly buffer zone to further protect the adjacent residential use.

- **9.** Waste Receptacle. Each Unit provides a compliant waste receptacle consistent with the approved preliminary condominium plan.
- **10. Outside Storage.** Per a condition of the Board's approval, the applicant has added a 20' area at the rear of the building on Unit 1 for storage of taller materials/equipment.

Genoa Township Planning Commission 2025 Euler Road Business Park Final Condominium Plan Review #2 Page 4

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

Respectfully, **SAFEBUILT**

.

Brian V. Borden, AICP Michigan Planning Manager



May 7, 2024

Ms. Amy Ruthig Genoa Township 2911 Dorr Road Brighton, MI 48116

Re: Euler Road Development Final Site Plan Review No. 2

Dear Ms. Ruthig:

Tetra Tech conducted a review of the proposed 2025 Euler Road revised final site plan last dated April 22, 2024. The plan was prepared by Desine, Inc. on behalf of 4M Genoa LLC. The development is located on the east side of Euler Road, approximately 1,200 feet north of Grand River Avenue. The Petitioner is proposing two 20,000 square foot industrial buildings. Improvements include storm sewer, detention, and public water main and sanitary sewer expansion.

The only change noted to the final site plan is on sheet LS1 where the petitioner revised the landscape plan so that the planting schedule matches the plan view.

We have reviewed the revised final site plan and the petitioner has satisfactorily addressed our previous comments and we have no further comments. Please call or email if you have any questions.

Sincerely,

John y Barber

John Y. Barber, PE Project Engineer

BRIGHTON AREA FIRE AUTHORITY



615 W. Grand River Ave. Brighton, MI 48116 o: 810-229-6640 f: 810-229-1619

May 7, 2024

Amy Ruthig/Sharon Stone Genoa Township 2911 Dorr Road Brighton, MI 48116

RE: Euler Road Development 2025 Euler Road Genoa Twp., MI

Dear Amy,

The Brighton Area Fire Department has reviewed the above-mentioned site plan. The plans were received for review on April 23, 2024, and the drawings are dated April 22, 2024. The project is based on the redevelopment of an existing 13.33-acre parcel into a site condominium development for commercial use. The parcel will be split into a 5.14-acre and a 4.15-acre parcel. The applicant proposes two, two-story, 20,000-square-foot mixed-use commercial structures and a shared outdoor storage yard. The plan review is based on the requirements of the International Fire Code (IFC) 2021 edition.

All previous comments regarding access and water supply for the proposed two unit development have been complied with or acknowledged by the applicant on the most recent submittal.

Additional comments will be given during the building plan review process (specific to the building plans and occupancy). The applicant is reminded that the fire authority must review the fire protection systems submittals (sprinkler & alarm) prior to permit issuance by the Building Department and that the authority will also review the building plans for life safety requirements in conjunction with the Building Department.

If you have any questions about the comments on this plan review please contact me at 810-229-6640.

Cordially,

Rick Boisvert, CFPS Fire Marshal

cc: Amy Ruthig <u>amy@genoa.org</u> Kelly VanMarter <u>kelly@genoa.org</u>

2025 EULER ROAD DEVELOPMENT Genoa Township, Michigan Site Plan Application

IMPACT ASSESSMENT

Owner:

4M Genoa, L.L.C. 2244 Euler Road, Suite 102 Brighton, MI 481144

Prepared by: DESINE INC.

2183 Pless Drive Brighton, Michigan 48114

2025 EULER ROAD DEVELOPMENT

A. INTRODUCTION

This impact assessment has been prepared pursuant to Article $18 - \underline{SITE PLAN REVIEW}$ of the Zoning Ordinance for the Township of Genoa, Livingston County, Michigan. This assessment addresses the impact of the proposed industrial site condominium including buildings, parking lot, storage yard, and utilities on the surrounding community and the economic condition and social environment of the Township.

This Impact Assessment has been prepared under the direction of Wayne Perry, P.E., DESINE INC., 2183 Pless Drive, Brighton, Michigan 48114. Mr. Perry is a licensed Civil Engineer, providing professional engineering services in Livingston County since 1988 with experience in private and municipal development including projects within Genoa Township and Livingston County.

B. SITE LOCATION / DESCRIPTION

The site is comprised of a single parcel, containing 13.33 acres of property, bordered on the North by a single family residence at 1885 Euler Road, a St. Joseph Mercy medical campus on the East, a parcel containing a commercial building and cell phone tower to the South, and Transtar Autobody Technologies, to the West across Euler Road, as shown on Figure 1. The parcel and the neighboring parcel to the south are zoned Industrial (IND). The parcel to the north is zoned Country Estate (CE). The parcel to the west is part of a Planned Industrial Park (PID). The parcel to the east is a Non-residential Planned Unit Development (NRPUD).

Adjacent uses include single family residential to the North, light industrial and commercial business to the West and South, a cell phone tower to the South, and the medical campus for St. Joseph Mercy to the East. The portion of the St. Joseph Mercy parcel that is bordering the subject parcel is almost entirely water along the shared boundary. The nearest structure on the St. Joseph Mercy parcel is approximately 900 feet from the subject parcel.

The property currently contains an existing residential structure, two existing out buildings, unpaved drive, and miscellaneous debris. Various trees and miscellaneous vegetation occupy the site throughout. A portion of a small pond with no outlet exists on the south property line. A portion of a larger lake exists at the northeast corner of the parcel. The existing structures were previously used by a septic system company for commercial purposes. The existing structures have fallen into disrepair and the site contains a multitude of debris and detritus. The Existing Conditions Plan provides a detailed overview of the existing site features.

The proposed development plan depicts site improvements to be constructed on the parcel. Improvements consist of demolishing the existing structures, clearing brush, debris, and dead trees, constructing a new paved driveway to Euler Road, constructing a parking lot, constructing two commercial buildings, installing sanitary sewer and water service leads, constructing a fenced gravel storage area, and constructing a stormwater management system consisting of runoff collection structures, underground conveyance, and a detention basin. Included in the construction is the installation of landscaping as required by the Township Zoning Ordinance.

Existing access to the property from is from Euler Road via a single unpaved access drive at the west end of the parcel. The existing approach will be replaced with a paved approach.

C. IMPACT ON NATURAL FEATURES

Natural features on the subject parcel are various existing trees scattered around the parcel with miscellaneous shrubs and vegetation mixed in, in addition to portions of two water bodies on site; a portion of small pond on the south parcel boundary and a portion of a larger lake at the northeastern corner of the parcel. Five wetland areas were identified on site by the wetland consulting firm, ASTI Environmental (see Figure 4). Wetland #1 is identified as an emergent wetland in the center of the parcel due to soil conditions. Wetland #2 is comprised of the pond and adjacent areas at the southern parcel boundary. Wetland #3 is comprised of the portion of the small lake and adjacent area at the northeastern corner of the parcel. Wetland #4 is comprised of areas adjacent to the offsite pond near the northern parcel boundary. Wetland #5 was identified in the western third of the parcel due to soil conditions. Wetlands #1 and #5 were identified to be unregulated by the Michigan Department of Environment, Great Lakes, and Energy (EGLE). Wetlands #2, #3, and #4 were identified as being regulated by EGLE.

Existing topography of the parcel is varied. The parcel is highest adjacent to Euler Road and its western boundary at an elevation of approximately 976. The parcel falls approximately 5 feet with in the westerly third of its depth, before becoming mostly flat through its center. The eastern third of the parcel is occupied by mounds of fill material, but otherwise drops approximately 10 feet moving eastward towards the small lake at the northeastern corner of the parcel. Runoff currently sheet flows from Euler Road and the adjacent parcel to the south, in northeasterly pattern to the small lake at the northeastern corner of the parcel.

Existing soils on the property are a mixture Boyer-Oshtemo loamy sand, Brady loamy sand, Fox sandy loam, Fox-Boyer complex, and Carlisle muck. These soils are generally moderately drained, moderately permeable sands and loams, with the exception of the Carlisle muck. Soil classifications were identified in the ASTI Environmental Wetland Delineation and Jurisdictional Assessment. The Soils Map, shown in Figure 3, shows the locations of specific soil types as classified.

The proposed construction and improvements will require filling and grading in the western portion of the property to raise the existing ground elevation to provide positive drainage away from the proposed structures and within proposed parking lots. Excavation will be required to construct the proposed storm water conveyance system and the proposed detention basin. Some excavation work will be done to remove various mounds of fill material scattered around the site.

The limits of disturbance for the project are the property boundaries and the right of way boundary with Euler Road. Grading for this project will maintain the general character of the existing site. Development of this project will require earthwork to modify site grades with useable materials from the site and import of any additional required structural fill material. The proposed elevations and grading of the site meet the existing grades at the property lines. Landscaping is proposed for the developed portion of the site to reduce the visual impact of the proposed project. All proposed landscaping areas are designed to meet or exceed Township standards and have been designed to improve the aesthetics of the property. Within the developed portion of the site, areas not otherwise covered, shall have lawn or other vegetative surface cover established.

Surface drainage characteristics on the property will be affected by construction of the proposed structures, parking lot, and storage yard. Construction of the proposed improvements will increase the impermeable area of the property resulting in an increase in the surface water runoff generated. A storm water conveyance system has been designed to collect and control the increased surface water runoff from the proposed structures and parking areas. The ultimate outlet of stormwater has not been changed in this transition from sheet flow to concentrated flow.

The proposed changes and modifications to the surface drainage conditions will not significantly impact local aquifer characteristics or groundwater recharge capacity. All surface water runoff from the improved areas of the site will be directed into the proposed stormwater conveyance system and detention basin, with an ultimate outlet of the small lake at the northeastern corner of the parcel. Unimproved areas will maintain their current drainage patterns; which are the small pond at the southern property boundary for its surrounding unimproved areas. No significant impact to adjacent properties is anticipated from storm water runoff from the site.

Upland wildlife habitats on the property consist of primarily field vegetation and scattered trees, mostly concentrated along the property boundaries. Wildlife supported in this area is generally smaller field animals and birds, but may include medium sized animals and deer due to the rural nature of nearby property. Previous development and use of the property, the adjoining commercial development to the south, and the proximity of roadways, limits the existing upland habitat.

The project site does not currently support any significant wildlife habitat and the proposed construction will not have a significant impact on overall habitat quality. No significant adverse impact to natural features is anticipated due to the proposed re-development of this property.

D. IMPACT ON STORM WATER MANAGEMENT

Excavation and grading will be undertaken to construct the proposed stormwater conveyance system and detention basin. The proposed buildings, parking lot, and storage yard are sloped to direct storm water flow into the storm water conveyance system. This system will discharge surface water runoff generated by development of the property to proposed detention basin at the eastern end of the parcel. A small portion of the storage yard will direct surface runoff to the detention basin via a vegetated swale. Site grading will meet existing grades on adjoining properties. No adverse impact to adjoining properties is anticipated due to the construction and grading of the property.

Soil erosion and sedimentation are controlled by the Soil Erosion Control Act No. 347 of the Public Acts of 1972, as amended and is administered by the Livingston County Drain Commissioner. Silt fencing will be installed around all disturbed areas of the site during construction. The Contractor shall comply with all regulations including control during and after construction.

Impact on adjoining properties due to the construction of this site will be minimized by implementing soil erosion control methods. No adverse impact to adjacent properties due to surface water runoff will be created as a result of the proposed improvements.

E. IMPACT ON SURROUNDING LAND USES

Land surrounding the subject parcel has a variety of zoning. The parcel to the north is zoned Country Estate (CE). The parcel to the east is zoned as a Non-Residential Planned Unit Development (NR-PUD). The parcel to the south is zoned Industrial (IND). The parcel to the west is zoned as part of a Planned Industrial Park (PID).

A newly constructed home occupies the parcel to the north. The majority of this parcel is vacant vegetated land. The parcel to the east is a large single parcel that contains a St. Joseph Mercy medical campus, with several buildings for various medical and related uses on site. The boundary shared with the subject parcel is mostly occupied by the shore of a small lake. The nearest building on this eastern parcel is approximately 900 feet from the subject parcel boundary. The parcel to the south is occupied by a small commercial structure, a cell phone tower, and miscellaneous vegetation. The parcel to the west is occupied by Transtar Autobody Technologies and is used as an industrial facility.

The Genoa Township Future Land Use Plan designates this property for Research and Development uses. The property to the north is designated as Agriculture/Country Estate. The property to the east is designated as Public/Institutional/Utilities. The properties to the south and west are also designated as Research and Development.

The proposed uses depicted on the development plan are consistent with existing development in the area and are generally consistent with the long-term planning within the Township.

The landscaping and architecture proposed will allow this site to be developed to compliment the surrounding properties. The impact of the improvements to the surrounding area has been minimized.

Ambient noise levels on and around the property are largely generated by Euler Road vehicle traffic. Daily activities within the proposed building are not anticipated to create an increase in the sound level in the area. Some noise may be generated by moving equipment when other equipment or materials are being on and offloaded in the proposed storage yard. Any generated noises will be during business hours and non-continuous.

All site lighting shall meet the requirements of the Genoa Township Zoning Ordinance. Proposed building mounted fixtures and pole mounted site lighting will be shielded and down directed on the site. General site lighting for other uses, excluding safety and emergency lighting, shall be energized between the times from dusk to 12:01 a.m. and from 5:00 a.m. to dawn.

The building façades along the building front (West side) is the most visible portion of the structure from Euler Road. The building front is designed to be the primary entry point for the majority of customers and employees. The south side of the southern building and north side of the northern building will be facade and not designed to function as an entrance or exit and has limited window space. The only means of ingress and egress from

these sides will be fire doors. The south wall of the northern building and the north wall of the southern building will contain the overhead doors for the purposes of delivery and pick up of materials and equipment stored in the building. The rear of both is solely façade and has no access points.

The proposed use of the property does not create any significant emissions of smoke, airborne solids, odors, gases, vibrations, noise, or glare discernable and substantially annoying or injurious to person and/or property beyond the lot lines. No significant change in air pollution is anticipated.

The Contractor shall be responsible for initiating and maintaining adequate dust control measures during and after construction until the project site is fully stabilized and a vegetative cover established. Dust control measures used during construction may consist of site watering, mulching of completed areas, installation of windbreak fencing, and application of chemical dust control materials. The site will comply with the performance standards contained in Section 13.05 of the Township Zoning Ordinance.

F. IMPACT ON PUBLIC FACILITIES AND SERVICES

The Livingston County Sheriff and Michigan State Police will provide Police protection. Public safety services required to accommodate the proposed use are anticipated to be minor.

The Brighton Area Fire Department as a part of an existing governmental agreement will provide fire protection service. Fire hydrants currently exist on the west side of Euler Road just south of the south property boundary and near the center of the subject parcel. Three new fire hydrants are proposed on site. One will be located between the two proposed structures, and two will be located at the rear of each structure. Knox Boxes will be located on the building and at the gate entrance. No significant increase in fire protection services are anticipated as a result of the proposed use.

The property is accessed from Euler Road via a proposed commercial driveway approach providing adequate access for emergency vehicles. The storage yard will provide space for emergency vehicle turn arounds.

The proposed uses will not create any direct adverse impact on the public schools.

G. IMPACT ON PUBLIC UTILITIES

The property is presently within municipal sewer and water districts and existing buildings are connected to the municipal utilities.

A new water main will be constructed on site, running between the two proposed buildings and terminating on hydrants at the rear of the buildings. Service and fire service leads will be connected to this new main. The new main will connect with the existing water main on the west side of Euler Road. Capacity is available within the existing water system to provide adequate service to this site, based on preliminary information from MHOG, the operator of the system.

An existing sanitary sewer main is located on the east side of Euler Road and currently terminated at the approximate center of the subject parcel. As part of this project, the sanitary sewer will be extended to the northern property border of the subject parcel. Proposed structures will be served by sanitary sewer lead. The southern building will connect to the existing sanitary sewer main and the northern building will connect to the newly constructed sanitary sewer extension. Capacity is available within the existing sanitary sewer system to provide adequate service for the site, based on preliminary information from MHOG, the operator of the system.

The site is currently serviced by electric, gas, phone and cable systems located Euler Road.

All solid wastes will be properly disposed of through a licensed disposal firm on a regular basis. A dumpster enclosure for each building is located at the at the rear of each building. The enclosures will be constructed with materials conforming to the Genoa Township Zoning Ordinance.

Vehicle movement across and around the site will include a wide variety of vehicles; from passenger cars and work trucks to box vans and full size semi trailers. Construction equipment will also be maneuvered

H. STORAGE AND HANDLING OF ANY HAZARDOUS MATERIALS

The proposed uses within the building will not use, store, generate and/or discharge potentially polluting materials.

I. TRAFFIC IMPACT STUDY

A traffic impact study for the development has not been performed for the site. The site will not generate a sufficient number of trips to warrant a traffic study and will not significantly impact traffic flow around the site.

There is currently no designated pedestrian path to the subject property. No sidewalk exists along Euler Road from the terminus with Grand River Avenue at the south to the terminus with McClements Road to the north. Sidewalks at the front and side of the buildings will provide access to the building and parking areas for most visitors and employees.

No adverse impact on pedestrian traffic in the area is anticipated as a result of developing the proposed project.

J. HISTORIC AND CULTURAL RESOURCES

The existing buildings on the property do not have any major historic significance on a local, regional or state level.

K. SPECIAL PROVISIONS

No special provisions or requirements are currently proposed for this facility.

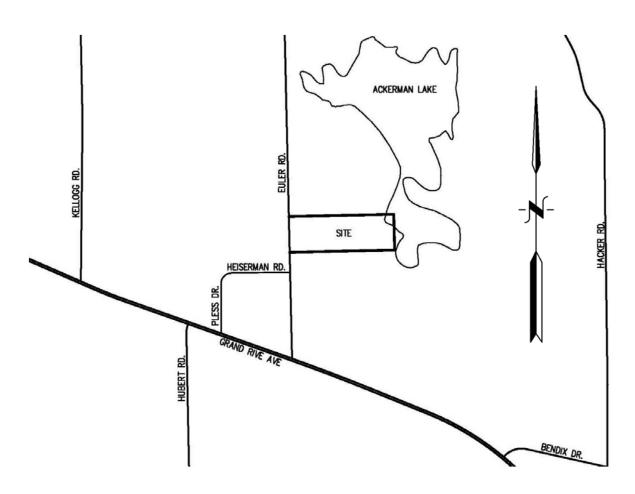
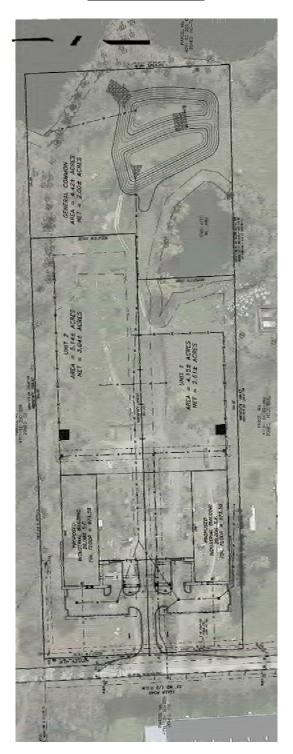


PHOTO DEPICTING SITE IMPROVEMENTS NOT TO SCALE



<u>SOILS MAP</u> (NOT TO SCALE)



Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
BtA	Boyer-Oshtemo loamy sands, 0 to 2 percent slopes	10.6	33.3%
BtB	Boyer-Oshtemo loamy sands, 2 to 6 percent slopes	8.7	27.3%
BtD	Boyer-Oshtemo loamy sands, 12 to 18 percent slopes	0.0	0.2%
BuA	Brady loamy sand, 0 to 2 percent slopes	2.1	6.7%
CarabA	Carlisle muck, 0 to 2 percent slopes	4.6	14.4%
FoB	Fox sandy loam, 2 to 6 percent slopes	3.0	9.4%
FrD	Fox-Boyer complex, 12 to 18 percent slopes	2.8	8.7%
Totals for Area of Interest		32.0	100.0%

-

WETLAND MAP



Staff did not get the review to the applicant in time to revise prior to the PC meeting.

MASTER DEED

<u>OF</u>

2025 EULER BUSINESS PARK

Livingston County Subdivision Plan No.

DEVELOPER: 4M GENOA, LLC 2244 Euler Road Brighton, Michigan 48114

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MASTER DEED

2025 EULER BUSINESS PARK

THIS MASTER DEED has been executed on this ____ day of ____, 2024, by 4M GENOA, a Michigan limited liability company, of 2244 Euler Road, Brighton, Michigan 48114 (hereinafter referred to as "Developer"), pursuant to the provisions of the Michigan Condominium Act, Act 59 of the Public Acts of 1978, as amended (hereinafter referred to as the "Act").

RECITALS:

A. The Developer is engaged in the development of an office business condominium project to be known as 2025 EULER BUSINESS PARK on a parcel of land located in the Genoa Charter Township, Livingston County, Michigan and described in Article II of this Master Deed (the "Real Property").

B. The Developer desires, by recording this Master Deed together with the Condominium Bylaws attached as Exhibit A and the Condominium Subdivision Plan attached as Exhibit B (both of which are hereby incorporated by reference and made a part hereon), to establish the Real Property, together with the improvements located and to be located thereon and the appurtenances thereto, as a condominium project under the provisions of the Act.

<u>ARTICLE I</u>

DEDICATION

By executing and recording this Master Deed, the Developer establishes 2025 EULER BUSINESS PARK (sometimes hereinafter referred to as the "Condominium Project") as a condominium project under the Act. After being so established, the Condominium Project shall be held, conveyed, encumbered, leased, rented, occupied, improved and in every manner utilized subject to the provisions of this Master Deed (including Exhibits A and B hereto), and the Act. The provisions of this Master Deed (including Exhibits A and B hereto) shall run with the real property included in the Condominium Project and shall burden and benefit the Developer and all persons acquiring or owning an interest in the Condominium Project, or in the real property hereby dedicated to the Condominium Project, and their grantees, successors, assigns, heirs and personal representatives. The Units and other improvements contained in the Condominium Project, including the number, boundaries, dimensions and area of each Unit, are set forth in the Condominium Subdivision Plan attached hereto as Exhibit B. The Condominium Project contains two separate Units. Each Unit is capable of individual utilization on account of having its own entrance from and exit to a Common Element. Each Co-Owner shall have the exclusive right to the occupancy of his or her Unit and, subject to easements and restrictions of record, shall have undivided and inseparable rights to share the General Common Elements of the Condominium Project with the other Co-Owners.

ARTICLE II LEGAL DESCRIPTION

The real property which is dedicated to the Condominium Project established hereby is legally described as follows:

Situated in the Township of Genoa, County of Livingston and State of Michigan,

Commencing at the Northwest Corner of Section 13, Town 2 North, Range 5 East, Genoa Township, Livingston County, Michigan; thence N88°06'58"E 1308.19 feet (recorded as N88°12'13" E 1305.90 feet) along the North line of said Section 13 to the nominal centerline of Euler Road (33-foot wide 1/2 Right-of-Way) and the PLACE OF BEGINNING; thence continuing N88°06'58"E (recorded as N88°47'01"E) 1220.41 feet along said North line to a Brass Cap stamped "Livingston Co. Remonumentation Witness" as recorded in L.C.R.C. Document No. 2021CR-0020; thence continuing N88°06'58"E (recorded as N88°47'01"E) 129.89 feet to the North 1/4 Corner (as calculated) of said Section 13, said Corner being under water; thence S02°37'00"E (recorded as S01°58'40"E) 129.95 feet (as calculated) along the North-South 1/4 line of said Section 13 to a Brass Cap stamped "Livingston Co. Remonumentation Witness" as recorded in said L.C.R.C.; thence continuing S02°37'00"E (recorded as S01°58'40"E) 330.10 feet along said North-South 1/4 line of said Section 13 to North line of the South 200 feet of the North 1/2 of the Northeast 1/4 of the Northwest 1/4 of said Section 13 as monumented; thence S88°40'22"W 1348.43 feet (recorded as S88°47'01"W 1348.63 feet) along said North line of the South 200 feet of the North 1/2 of the Northeast 1/4 of the Northwest 1/4 of Section 13 as monumented to said nominal centerline of Euler Road; thence N02°53'12"W 446.98 feet (recorded as N02°30'21"W 460.00 feet) to the Place of Beginning.

Being a part of the Northwest 1/4 of Section 13, Town 2 North, Range 5 East, Genoa Township, Livingston County, Michigan. Containing 14.05 acres of land, more or less (which includes the bottom lands of ponds). Subject to the rights of the public over the Westerly 33 feet thereof as occupied by Euler Road, also subject to and together with all easements and restrictions affecting title to the above described premises.

Parcel # 11-13-100-011

ARTICLE III DEFINITIONS

When used in any of the Condominium Documents (as hereinafter defined), or in any contract, deed, mortgage, lien, easement or other instrument affecting the Condominium Project or the establishment or transfer of any interest therein, the following terms shall carry the definitions which follow them unless the context clearly indicates to the contrary:

(a) "Act" means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended.

(b) "Association" means 2025 Euler Condominium Association, a not-for-profit corporation organized under the laws of the State of Michigan, of which all Co-Owners shall be

members and which shall administer, operate, manage and maintain the Condominium Project. Any action required of or permitted to the Association shall be exercisable by its Board of Directors unless explicitly reserved to the members by the Condominium Documents or the laws of the State of Michigan, and any reference to the Association shall, where appropriate, also constitute a reference to its Board of Directors.

(c) "Board of Directors" shall mean the board of directors of the Association. The Board of Directors will initially be those individuals selected by Developer and later it will be elected by Co-Owners as provided in the Condominium Bylaws.

(d) "Common Elements," where used without modification, means the General Common Elements, as defined in Article V hereof.

(e) "Condominium Bylaws" or "Bylaws" means Exhibit A hereto, being the bylaws setting forth the substantive rights and obligations of the Co-Owners and required by Section 53 of the Act to be recorded as part of the Master Deed. The Bylaws shall also constitute the corporate bylaws of the Association as provided for under the Michigan Nonprofit Corporation Act.

(f) "Condominium Documents" means and includes this Master Deed, Exhibits A and B hereto, and the Articles of Incorporation, Bylaws and the Rules and Regulations, if any, of the Association.

(g) "Condominium Premises" means and includes the land described in Article II hereof, and all buildings, improvements and structures thereon, and all easements, rights and appurtenances belonging to the Condominium Project.

(h) "Condominium Project", "Condominium" or "Project" means 2025 EULER BUSINESS PARK, a Condominium Project established pursuant to the Act.

(i) "Condominium Subdivision Plan" or "Plan" means the Plan attached to this Master Deed as Exhibit B. The Plan assigns a number to each Unit and includes a description of the nature, location and approximate size of certain Common Elements.

(j) "Condominium Unit" or "Unit" each means that portion of the Condominium Project designed and intended for separate ownership and use, as described on Exhibit B hereto.

(k) "Consolidating Master Deed" means the final amended Master Deed which shall describe 2025 EULER BUSINESS PARK as a completed Condominium Project and shall reflect the entire land area in the Condominium Project, and all Units and Common Elements therein, as constructed, and which shall express percentages of value pertinent to each Unit as finally readjusted. Such Consolidating Master Deed, if and when recorded in the office of the Livingston County Register of Deeds, shall supersede the previously recorded Master Deed for the Condominium and all amendments thereto.

(1) "Co-Owner," "Owner" or "Member" each means a person, firm, corporation, partnership, trust or other legal entity or any combination thereof who or which owns one or more Units in the Condominium Project. The term "Co-Owner" includes a land contract vendee unless the land contract provides otherwise and notice of such fact is of record with the Livingston County

Register of Deeds. However, a land contract vendor and vendee shall have joint and several liability for assessments levied by the Association under Article V of the Condominium Bylaws. The term "Owner," wherever used, shall be synonymous with the term "Co-Owner."

(m)"Development and Sales Period" means the period commencing with the recording of this Master Deed and continuing for so long as Developer owns any Unit.

(n) "Developer" means 4M GENOA, LLC, a Michigan limited liability company, which has prepared and executed this Master Deed, and shall include its successors and assigns.

(o) "First Annual Meeting means the initial meeting at which non-developer Co-owners are permitted to vote for the election of all Directors and upon all other matters which properly may be brought before the meeting. Such meeting is to be held (a) in the Developer's sole discretion after 50% of the Units that may be created are sold, or (b) mandatorily within (i) 54 months from the date of the first Unit conveyance, or (ii) 120 days after 75% of the Units that may be created are sold, whichever first occurs.

(p) "General Common Elements" means those Common Elements of the Condominium Project described in Article V, Section A of this Master Deed which are for the use and enjoyment of all Co-Owners, subject to such charges as may be assessed to defray the cost of the operation thereof.

(q) "Limited Common Elements" means those Common Elements of the Condominium Project, if any, which are reserved for the exclusive use of the Co-Owners of a specified Unit or Units.

(r) "Master Deed" means this Master Deed, including Exhibits A and B hereto, both of which are hereby incorporated by reference and made a part hereof.

(s) "Mortgagee(s)" means the named mortgagee or owner of any mortgage on all or any portion of the Condominium or any Unit therein.

(t) "Natural Features Buffer" means the 25-foot natural features buffer around the periphery of the Condominium Project as depicted on Exhibit B which area shall remain undisturbed pursuant to Genoa Township's zoning ordinance and which shall be marked by the Association with demarcation signs.

(u) "Percentage(s) of Value" means the percentage assigned to each Condominium Unit in Article VI of the Master Deed. Percentages of Value shall be determinative only with respect to those matters to which they are specifically deemed to relate either in the Condominium Documents or in the Act.

(v) The phrase "successors and assigns" means, when used in relationship to the Developer, (i) such person or persons, corporations, partnership, trusts or other legal entities as may, by way of merger, consolidation, acquisition, liquidation or otherwise, acquire all of the rights, duties and obligations which the Developer may have in or with respect to the Condominium Project at the time of such acquisition, whether voluntarily or by operation of law, and (ii) such person or persons, corporations, partnership, trusts or other legal entities to whom the

Developer may voluntarily transfer, by one or more duly recordable instruments in writing, any specific item of property, easement, right or power reserved to the Developer by the terms of this Master Deed or any other Condominium Document. Neither the Association nor any Co-Owner of a Unit shall be deemed to be or treated in any manner whatsoever as the successor or assign of the Developer with respect to any item of property, easement, right or power reserved to the Developer by the terms of this Master Deed or any other Condominium Document, in the absence of an instrument in writing in duly recordable form expressly providing to the contrary.

(w) "Transitional Control Date" means the date on which a Board of Directors for the Association takes office pursuant to an election in which the votes that may be cast by eligible Co-Owners unaffiliated with the Developer exceed the votes that may be cast by the Developer.

Terms not defined herein, but defined in the Act, shall carry the meanings given them in the Act unless the context clearly indicates to the contrary. Whenever any reference herein is made to one gender, the same shall include a reference to any and all genders where such a reference would be appropriate; similarly, whenever a reference is made herein to the singular, a reference shall also be included to the plural where such a reference would be appropriate, and vice versa.

ARTICLE IV TITLE AND NATURE

The Condominium Project shall be known as 2025 EULER BUSINESS PARK, Livingston County Subdivision Plan No. ______. The architectural plans for the Condominium Project have been filed with the Genoa Charter Township, Livingston County, Michigan. The improvements contained in the Condominium Project, including the number, boundaries, dimensions and area of each Unit, are set forth completely in the Condominium Subdivision Plan attached hereto as Exhibit B. Each Unit in the Condominium Project shall contain a building to be used for office or business purposes, and each Unit has been designed and intended for separate ownership and use, as evidenced by individual entrances from and exits to a Common Element of the Condominium Project. Each Co-Owner in the Condominium Project shall have an exclusive right to occupy his Unit, to lease space in the Unit to business tenants and shall have undivided and inseparable rights to share with other Co-Owners the use and enjoyment of Common Elements as more detailed below.

ARTICLE V COMMON ELEMENTS

The Common Elements of the Condominium Project as depicted on the Condominium Subdivision Plan and the respective responsibilities for maintenance, decoration, repair or replacement thereof are as follows:

A. <u>General Common Elements</u>. The General Common Elements are:

(1) The Real Property described in Article II hereof, including the open space, marked as General Common Elements on Exhibit B and all rights of each pertaining thereto;

(2) All utility rights-of-way as indicated on the Condominium Subdivision Plan or otherwise of record;

(3) The water distribution system, storm water discharge and detention system and sanitary sewer system throughout the Condominium Project; from the boundary of any Unit up to the point such systems are connected with their respective mains in the road right of way;

(4) The gas line network throughout the Condominium Project up to the point of connection to any Unit;

(5) Any network or telecommunications facilities that may from time to time be installed for the benefit of the entire Condominium Project and not an individual Unit;

(6) All sprinkler systems, if any, when installed by the Developer, to serve general common areas throughout the Condominium Project;

(7) The entryway or directional signage for the Condominium Project located along Euler Road, or placed upon any Common Element;

(8) Such other elements of the Condominium Project not herein designated as General which are not enclosed within the boundaries of any Unit, and which are intended for common use by all the Co-Owners or are necessary to the existence, upkeep and safety of the Condominium Project.

Some or all of the utility lines, systems (including mains and service leads) and equipment and the network or telecommunications systems described above may be owned by the local public authority or by the company that is providing the pertinent service. Accordingly, such utility lines, systems and equipment and systems shall be General Common Elements only to the extent of the Co-Owners' interest therein, if any, and Developer makes no warranty whatever with respect to the nature or extent of such interest, if any.

B. Limited Common Elements. The Project has no Limited Common Elements.

C. <u>Upkeep of Common Elements</u>; <u>Payment of Utility Bills</u>. The respective responsibilities for the maintenance, decoration, repair and replacement of the Common Elements and for the payment of utility bills are as follows:

(1) The cost of decorating, maintaining, repairing and replacing such items servicing a Unit that are not Common Elements, whether or not they are within the Unit they service, shall be the sole responsibility of the Co-Owner or Co-Owners whose Unit or Units are serviced by such items.

(2) Except as provided above, the Association shall be responsible for maintaining, decorating, repairing and replacing all General Common Elements to be assessed to all Co-Owners equally; unless, however, the need for maintenance, repair or replacement is due to the act or neglect of a Co-Owner or his agent, guest, invitee, for which such Co-Owner shall be wholly responsible. Except as otherwise provided herein or in the Condominium Bylaws, any damage caused to a Unit or its contents by the maintenance or by repair activities of the Association

with respect to the Common Elements shall be repaired at the expense of the Association. The obligation of the Association for the maintenance and repair of Common Elements, including but not limited to entryway and open space shall not be diminished or in any way altered by easements granted over such Common Elements to the Genoa Charter Township or any other party.

(3) Each Co-Owner shall be responsible for payment of the utilities and services attributable solely to its Unit.

(4) In the absence of performance of the above by the Co-owner involved, the Association may undertake the maintenance of such Unit after it has delivered written notice thereof at least fifteen (15) days prior to such work, except in the case of an emergency where no prior notice shall be required. If such work is performed upon a Unit by the Association, the individual Co-owner thereof shall reimburse the Association for all costs thereof within fifteen (15) days of billing or the Association shall have the right to recover its expenses in the same manner as established for the collection of assessments in Article V of the Bylaws.

D. <u>Use of Common Elements</u>. No Co-Owner shall use his Unit or the Common Elements in any manner inconsistent with the purposes of the Condominium Project or in any manner which will interfere with or impair the rights of any other Co-Owner in the use and enjoyment of his Unit or the Common Elements. The Natural Features Buffer shall remain undisturbed and shall have signs marking the area and indicating that they must remain undisturbed. No fuel storage tanks may be installed in the Condominium Project with the written approval of Genoa Township.

E. <u>Alterations</u>. Until the Developer has sold all of the Units in the Condominium Project, it may, in its discretion, with the approval of the Genoa Charter Township (1) modify the dimensions of unsold Units, and the General Common Elements, by enlargement, combination, division or reduction in size and (2) make such structural alterations as it deems necessary or appropriate to any unsold Units or Common Elements. However, no such modifications or alterations may be performed which would unreasonably impair or diminish the appearance of the Project or the view, privacy or other significant attribute or amenity of any Unit sold by Developer which adjoins or is proximate to the modified Unit. Such modifications may be made, in the Developer's sole discretion, subject to complying with Genoa Charter Township's ordinances as necessary and any new responsibility for maintenance, repair and replacement therefor must be assigned by an amendment to this Master Deed which may be effected solely by Developer without the consent of any other person. No Unit altered or modified in accordance with the provisions of this section shall be conveyed until an amendment to this Master Deed effectuating such modification is recorded. The Developer may, in connection with any such amendment, readjust Percentages of Value for all Units in a manner, which gives a reasonable recognition to such Unit or Common Element modifications based upon the method of original determination of Percentages of Value for the Condominium Project.

All of the Co-Owners and Mortgagees of Units and other persons interested or to become interested in the Condominium Project from time to time shall be deemed to have unanimously consented to such amendment or amendments to this Master Deed to effectuate the foregoing and subject to the limitations set forth herein, proportionate reallocation of Percentages of Value of existing Units which Developer may determine necessary in conjunction with such amendment or

suggest this be cleaned up because as I read this the Developer could add to maintenance responsibility of the sold units without their consent. I'm sure that is not the intent of this amendments. All such interested persons irrevocably appoint Developer as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing.

ARTICLE VI UNIT DESCRIPTION AND PERCENTAGE OF VALUE

A. <u>Description</u>. A complete description of each Unit, with elevations therein referenced to an official benchmark of the United States Geological Survey sufficient to relocate accurately the space enclosed by the description without reference to the structure itself, is set forth in the Condominium Subdivision Plan. Units 1 and 2 in the Condominium Project, as described in the Condominium Subdivision Plan, shall include all structures and appurtenances contained within such Unit. Detailed architectural plans for the Condominium Project will be placed on file with the Genoa Charter Township, Livingston County, Michigan.

B. <u>Percentages of Value</u>. The total value of the project is one hundred percent (100%). Unit 1 and Unit 2 shall each be determined to have fifty percent (50%) value.

ARTICLE VII EASEMENTS

A. Easements for Maintenance and Related Matters.

(1) <u>Encroachments</u>. If all or any portion of a Unit or Common Element encroaches upon another Unit or Common Element due to shifting, settling or moving of a building, or of a foundation or support, or due to survey errors, construction deviations, reconstruction, replacement, renovation or repair, reciprocal easements, respectively benefiting and burdening each such Unit or Common Element, shall exist for the maintenance of such encroachment for so long as such encroachment exists, and for maintenance thereof after rebuilding in the event of any partial or total destruction.

(2) <u>Maintenance and Utilities</u>. Perpetual easements shall also exist and are hereby granted to, through, over, under and across the Condominium Premises, including all Units and interior walls, (a) in favor of the Developer, the Association and all Co-Owners for the maintenance and repair (including replacement) of Common Elements and Units, and (b) in favor of the various utility companies providing service and the Genoa Charter Township, as may be reasonable for the installation and continuing maintenance and repair (including replacement) of all utilities in the Condominium Project, including, but not necessarily limited to, light, heat, power, sewer, water, security system, cable TV system, storm water discharge and detention and communications, which utilities are sometimes collectively referred to in this Article VII as "utilities" or "utility services." These easements include, without limitation, the right to obtain access to Common Elements located within any Unit, during reasonable hours and upon reasonable notice, except in cases of emergency where no prior notice is required.

(3) <u>Structural Support</u>. Every portion of a Unit that contributes to the structural support of a Unit or Common Element shall be burdened with an easement of structural support for the benefit of the Common Elements.

B. (4) Access Easements. Each Unit has its own parking and entry areas for its structures. The entryway for the Condominium Premises, however, is located on both Units as depicted on Exhibit B attached hereto (the "Shared Access"). Each Unit has a perpetual easement over and across the other Unit to access the Shared Access for purposes of ingress and egress to and from Euler Road. The cost of the maintenance and repair of the Shared Access shall be borne by the Association. Easements Retained by Developer.

(1) <u>Repair and Replacement</u>. The Developer retains for the benefit of itself and to all assigns or designated representatives and any utility company and the Genéra Charter Township, and to the burden of the Condominium Premises, the right to enter the Condominium Project for the purpose of exercising any of the Developer's rights described herein, including the right to and do all the things necessary to install, maintain, repair, replace or inspect facilities within the purview of their responsibilities. Such right shall include the right granted to the Genoa Charter Township to maintain, repair, replace or inspect any Common Elements that are the responsibility of the Developer or the Association under the Condominium Documents in the event, in the reasonable opinion of the Genoa Charter Township, such responsibility is not being maintained by the Developer or the Association and is causing a potential threat to the health, welfare or safety of the public or the Members. No actions taken by the Genoa Charter Township shall in any respect be deemed to create any Township obligation or liability for the Common Elements. The Association shall be deemed to hold the Genoa Charter Township harmless from any and all liabilities, claims, costs, or expenses that may arise as a result of claims filed against the Genoa Charter Township by third parties which result specifically from the failure of the Developer or Association to repair, maintain or replace any Common Elements. In the event the Genoa Charter Township takes any action under this section to repair, maintain or replace any Common Elements, the Association shall reimburse the Genoa Charter Township for all costs thereof within fifteen (15) days of billing or the same shall become a lien upon the Condominium Premises.

(2) <u>Hook-Up of Utilities</u>. The Developer reserves for the benefit of itself, its agents, employees, independent contractors, successors and assigns, and hereby grants for the benefit of any appropriate utility company and the Genoa Charter Township, perpetual easements to enter upon and across the Condominium Premises and lay pipes and cables and do all other things reasonably necessary to utilize, tap and tie into, and to construct, extend and enlarge, all utility services or systems now or hereafter located on the Real Property described in Article II hereof, or as indicated on Exhibit B to this master Deed, to service all or any portion of the condominium project or other property outside the Condominium Project.

(3) Future Utility Easements. The Developer further reserves the right at any time to grant easements for utilities over, under and across the Common Elements to (i) appropriate governmental agencies, including the Genoa Charter Township or public utility companies, (ii) any property hereafter contracted out of the Condominium, the Contraction Property, or any other land adjacent to or in the vicinity of the Condominium Project now owned or hereinafter acquired by Developer, and to transfer title to utilities to governmental agencies or to utility companies, provided such easements do not disturb, or interfere with the use of, any Unit. Any such easement or transfer of title may be made by the Developer without the consent of any Co-owner, Mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and to the Plan, which amendment shall be recorded in the Livingston County Records. All of the Co-owners and Mortgagees of Units and other persons interested or to become

I suggest this be limited to the time the Developer owns property in the project

interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed as may be required to effectuate the foregoing grant of easement or transfer of title.

(4) <u>Future Easements, Licenses and Rights-of-Way</u>. With the prior written consent of the Developer, the Association, acting through its lawfully constituted Board of Directors (including any Board of Directors acting prior to the Transitional Control Date) shall be empowered and obligated to grant such easements, licenses, rights-of entry and rights-of-way over, under and across the Common Elements of the Condominium for utility purposes, access purposes or other lawful purposes as may be necessary for the benefit of the Condominium. The Association shall not grant any such right that materially adversely affects any Co-owner without the consent of such Co-owner.

(5) <u>Modification of Easements</u>. No easements or right established pursuant to this Article may be modified or terminated, nor may any of the obligations relating thereto be varied, except as provided in the separate instrument creating such easement or right or, if no such separate instrument exists, without the consent of the Developer, the Association, and each Co-owner and Mortgagee benefiting from such easement or right.

C. <u>Reserved Easements</u>.

(1) <u>Dedication of Certain Utilities</u>. The Developer or the Association as the case may be shall dedicate to the public all such sanitary sewer and water mains or storm drainage system that are within the road right of way and that are not defined as general common elements herein.

(2) <u>Storm Sewer and Detention Basin Easement</u>. The Developer reserves the right, at any time during the Development and Sales Period, to grant easements to the Genoa Charter Township for the maintenance, inspection, testing and repair of the storm sewer system and detention basin constituting General Common Elements and located within and serving the Condominium Project. The Association shall be responsible for repair and maintenance of the storm sewer and detention basin. In the event the Association fails to properly maintain or repair those portions of the storm sewer and detention basin that are identified as general common elements, the Township shall have the right, but not the responsibility, to enter onto the Condominium Premises and conduct needed repairs and/or maintenance. In such event, the Association shall be responsible for reimbursing the Genoa Charter Township for the costs and expenses incurred in connection with such maintenance and repair, which costs and expenses shall be assessed to all Co-Owners according to their Percentages of Value.

(3) <u>Emergency Vehicle and Public Services Access Easement.</u> There shall exist for the benefit of the Genoa Charter Township, any emergency service agency and the United States Postal Service ("USPS"), an easement over all drives in the Condominium for use by the Genoa Charter Township service providers, USPS, garbage collection and/or emergency vehicles. Said easement shall be for purposes of ingress and egress to provide, without limitation, fire and police protection, ambulance and rescue services and other lawful governmental or private emergency services to the Condominium Project and Co-owners thereof.

D. <u>Termination of Easements</u>. Developer reserves the right with the prior written approval of the Genoa Charter Township to terminate and revoke any utility or other easement granted in this Master Deed at such time as the particular easement has become unnecessary. No easement for a utility may be terminated or revoked unless and until all Units served by it are adequately served by an appropriate substitute or replacement utility on a shared-maintenance basis. Any termination or revocation of any such easement shall be effected by the recordation of an appropriate amendment to this Master Deed in accordance with the requirements of the Act.

ARTICLE VIII AMENDMENT AND TERMINATION

Except as otherwise expressly provided in this Master Deed or in the Act, the Condominium Project shall not be terminated, vacated, revoked or abandoned except as provided in the Act, nor may any of the provisions of this Master Deed or Exhibit B be amended (but Exhibit A hereto may be amended as therein provided) except as follows:

A. <u>Amendments</u>.

(1) <u>Without Co-Owner and Mortgagee Consent</u>. The Condominium Documents may be amended by the Developer or the Association without the consent of Co-Owners or Mortgagees for any purpose if the amendment does not materially alter or change the rights of a Co-Owner or Mortgagee. Amendments modifying the types and sizes of unsold Units and their appurtenant Common Elements, showing minor architectural variances and modifications to a Unit, correcting survey or other errors made in the Condominium Documents, or for the purpose of facilitating mortgage loan financing for existing or prospective Co-Owners and to enable the purchase or insurance of such mortgage loans by any institutional participant, shall be examples of amendments which do not materially alter or change the rights of a Co-Owner or Mortgagee.

(2) <u>With Co-Owner and Mortgagee Consent</u>. An amendment may be made, even if it will materially alter or change the rights of the Co-owners or Mortgagees, with the consent of not less than two-thirds (2/3) of the votes of the Co-owners entitled to vote as of the record date of such vote and two-thirds (2/3) of the votes of the Mortgagees; provided, that a Co-owner's Unit dimensions may not be modified without his consent, nor may the formula used to determine Percentages of Value for the Project or provisions relating to the purpose of usage, ability or terms under which a Unit currently is leased or may be rented be modified without the consent of the Developer and each affected Co-owner and Mortgagee. Rights reserved by the Developer herein, including without limitation rights to amend for purposes of expansion and/or modification of Units, shall not be amended without the written consent of the Developer so long as the Developer or its successors or assigns continue to own or to offer for sale any Unit in the Project, have the right to create one or more additional Units, or continues to own any interest in the Real Property. For purposes of this subsection, a Mortgagee shall have one vote for each mortgage held.

(3) <u>Material Amendment By</u> Developer. A material amendment may also be made unilaterally by the Developer without the consent of any Co-owner or Mortgagee for the specific purpose(s) reserved by the Developer in this Master Deed. During the Development and Sales Period, this Master Deed shall not be amended nor shall the provisions of this Master Deed be modified in any way without the written consent of the Developer or its successors or assigns. (4) <u>Developer's Reserved Amendments</u>. Notwithstanding any contrary provision of the Condominium Documents, Developer reserves the right to amend materially this Master Deed or any of its exhibits for any of the following purposes:

(a) To amend the Condominium Bylaws, subject to any restrictions on amendments stated therein;

(b) To correct arithmetic errors, typographical errors, survey or plan errors, deviations in construction or any similar errors in the Master Deed, Condominium Subdivision Plan or Condominium Bylaws, or to correct errors in the boundaries or locations of improvements including revising the Subdivision Plan to fully comply with the applicable regulations;

(c) To clarify or explain the provisions of this Master Deed or its

exhibits;

(d) To comply with the Act or rules promulgated thereunder or with any requirements of any governmental or quasi-governmental agency or any financing institution providing mortgages on units in the Condominium Premises;

Condominium Premises;

(e) To create, grant, make, define or limit easements affecting the

(f) To record an "as built" Condominium Subdivision Plan and/or consolidating Master Deed and/or to designate any improvements shown on the Plan as "must be built," subject to any limitations or obligations imposed by the Act;

(g) To terminate or eliminate reference to any right which Developer has reserved to itself herein; and

(h) To make alterations described in Article V, Section E, Article VI, Section B and Article VIII above, even if the number of Units in the Condominium Project would thereby be increased or reduced.

Amendments of the type described in this subsection (4) may be made by the Developer without the consent of Co-owners or Mortgagees, and any Co-owner or Mortgagee having an interest in a Unit affected by such an amendment shall join with the Developer in amending this Master Deed.

(5) <u>Costs and Expenses; Notice</u>. A person causing or requesting an amendment to the Condominium Documents shall be responsible for costs and expenses of the amendment, except for amendments based upon a vote of the prescribed majority of Co-owners and Mortgagees, the costs of which are expenses of administration. The Co-owners and Mortgagees of record shall be notified of proposed amendments under this Section not less than ten (10) days before the amendment is recorded.

(6) <u>Developer Consent Required</u>. Articles II, V, VI, VII, VIII, IX and X shall not be amended, nor shall the provisions thereof be modified by any other amendment to this Master Deed, without the written consent of the Developer, so long as the Developer owns any Unit

If developer no longer owns any property or is no longer living, thow does the Developer still has the right to consent to easements? is that intended and does that violate the rule against perpetuity?

in the Condominium. Developer's reservation of easement rights for adjacent property and Developer's right to consent to all easements affecting the Project, shall be perpetual and cannot be amended.

(7) <u>Genoa Charter Township Consent Required.</u> No amendment of this Master Deed or the Condominium documents may be made without the prior written consent of the Genoa Charter Township, if such amendment would affect a right of the Genoa Charter Township set forth or reserved with in this Master Deed or in the condominium documents, and any amendment must comply with the then existing applicable Township ordinances.

B. <u>Termination</u>. If there is a Co-Owner other than the Developer, the Project may be terminated only with consent of the Developer and not less than 80% of the Co-Owners and Mortgagees, as follows:

(1) <u>Execution of Agreement</u>. Agreement of the required number of Co-owners and Mortgagees to termination of the Project shall be evidenced by their execution of the termination agreement or of ratifications thereof, and the termination shall become effective only when the agreement is so evidenced of record.

(2) <u>Ownership of Project</u>. Upon recordation of an instrument terminating the Project, the property constituting the Condominium shall be owned by the Co-owners as tenants in common in proportion to their respective undivided interests in the Common Elements immediately before recordation. As long as the tenancy in common lasts, each Co-owner or the heirs, successors, or assigns thereof shall have an exclusive right of occupancy of that portion of the property, which formerly constituted the Condominium Unit.

(3) <u>Ownership of Association Assets</u>. Upon recordation of an instrument terminating the Project, any rights the Co-owners may have to the assets of the Association shall be in proportion to their respective undivided interests in the Common Elements immediately before recordation. Any common profits shall be distributed in the same proportions except as otherwise required under the Condominium Documents and the Act.

(4) <u>Notice of Termination</u>. Notification of termination by first class mail shall be made to all parties interested in the Project, including escrow agents, land contract vendors, creditors, lienholders, and prospective purchasers who deposited funds.

ARTICLE IX

ASSIGNMENT

Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the power to approve or disapprove any act, use or proposed action or any other matter or thing, may be assigned by Developer to any other entity or to the Association. Any such assignment or transfer shall be made by appropriate instrument in writing duly recorded in the Office of the Livingston County Register of Deeds.

ARTICLE X SEVERABILITY

If any provision of this Master Deed shall be determined to be invalid or unenforceable by a court of competent jurisdiction, such determination shall not render this entire Master Deed invalid or unenforceable, and the provisions of this Master Deed not subject to such determination shall survive, unaffected thereby.

ARTICLE XI CONTROLLING LAW

The provisions of the Act, and of the other laws of the State of Michigan, shall be applicable to and govern this Master Deed and all activities related hereto.

SIGNATURES NEXT PAGE The undersigned has executed this Master Deed as of the date first written above.

4M GENOA, LLC

By:

John J. Moretti

Its: Manager

STATE OF MICHIGAN)) SS. COUNTY OF LIVINGSTON)

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by John J. Moretti, the Manager of 2025 EULER, LLC, a Michigan limited liability company, on behalf of said company.

Notary Public Livingston County, Michigan My Commission Expires:

THIS MASTER DEED WAS PREPARED BY:

COOPER & RIESTERER, PLC. Catherine A. Riesterer 7900 Grand River Road Brighton, MI 48814 810-227-3103

WHEN RECORDED, RETURN TO PREPARER

EXHIBIT A CONDOMINIUM BYLAWS

EXHIBIT A

CONDOMINIUM BYLAWS

<u>OF</u>

2025 EULER ROAD BUSINESS PARK

DEVELOPER: 4M GENOA, LLC 2244 Euler Road Brighton, Michigan 48114

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CONDOMINIUM BYLAWS

<u>OF</u>

2025 EULER BUSINESS PARK

ARTICLE I THE CONDOMINIUM

Section 1. <u>Organization</u>. 2025 Euler Business Park, a medical and business office condominium located in the Genoa Charter Township, Livingston County, Michigan (the "Condominium"), shall be administered by an association of Co-Owners (the "Association"), which shall be organized as a nonprofit corporation under the laws of the State of Michigan. The Association will be responsible for the management, maintenance, operation and administration of the Common Elements, easements and, generally, the affairs of the Condominium in accordance with the Master Deed, these Condominium Bylaws, the Articles of Incorporation, Rules and Regulations of the Association, and the laws of the State of Michigan.

Section 2. <u>Compliance</u>. All present and future Co-Owners (who shall be "Members" of the Association as provided in Article II, Section 1, below; the terms "Member" and "Co-Owner" are used interchangeably herein), Mortgagees, tenants and all other persons who may in any manner use, enter upon or acquire any interest in the Condominium Premises, or any Condominium Unit, shall be subject to and comply with the provisions of the Act, the Master Deed, these Condominium Bylaws, and the Articles of Incorporation, Rules and Regulations of the Association including, without limitation, any provision thereof pertaining to the use and operation of the Condominium Premises and the Condominium. The acceptance of a deed or conveyance, the taking of a mortgage, the execution of a lease, the act of occupying a Unit, or presence in the Condominium shall constitute an acceptance of the provisions of these documents and an agreement to comply therewith.

Section 3. <u>Purpose of Bylaws</u>. These Condominium Bylaws govern the general operation, maintenance, administration, use and occupancy of the Condominium, and all such activities shall be performed in accordance with the provisions hereof. Capitalized terms used herein and not defined to the contrary shall have the meanings set forth in the Master Deed.

ARTICLE II MEMBERSHIP AND VOTING

Section 1. <u>Membership</u>. Each Co-Owner of a Condominium Unit, present and future, shall be a Member of the Association during the terms of such ownership, and no other person or entity shall be entitled to Membership. Neither Association Membership nor the share of a Member in the Association funds and assets shall be assigned, pledged or transferred in any manner, except as an appurtenance to a Condominium Unit, and any attempted assignment, pledge or transfer in violation of this provision shall be wholly void.

Section 2. <u>Voting Rights</u>. Except as limited in the Master Deed and in these Condominium Bylaws, the Members owning each Unit shall collectively be entitled to one vote, the value of which shall equal the total Percentage of Value assigned to the Unit or Units owned by them in Article VI, Section B of the Master Deed. Voting shall be by value, except in those instances where voting is specifically required to be by number, or both by value and by number, and no accumulation of votes shall be permitted.

Section 3. <u>Persons Entitled to Vote</u>. If one person owns a Unit, it shall establish its Membership in the Association and its right to vote by presenting evidence of its ownership. If more than one person owns a Unit, or the Unit is leased, all of the record owners of the Unit shall sign and file with the Secretary of the Association a certificate designating the person entitled to exercise the Unit's Membership in the Association, to cast the vote for the Unit and to receive all notices and other communications from the Association. Such certificate shall state the name and address of the individual representative designated, the number or numbers of the Unit or Units owned, the name and address of the person or persons, firm, corporation, partnership, association, trust or other legal entity who is the Co-Owner thereof, and shall be signed and dated by all Co-Owners of record. All certificates shall be valid until revoked, until superseded by a subsequent certificate, or until a change occurs in the record ownership of the Unit concerned. The Developer shall, at any meeting, be entitled to cast a vote on behalf of each Unit it owns without submitting any proof of ownership.

Section 4. <u>Method of Voting</u>. Votes on a specific issue may be cast in person. In addition, any person entitled to vote at any meeting may also appear and vote via telecommunications equipment by which all persons participating in the meeting may hear each other; provided that all participants are advised of the communications equipment and the names of the participants in the conference are divulged to all participants, or appear and vote (either specifically on an issue or by the general designation of a person to cast a vote) by written proxy. Proxies may be made by any person entitled to vote. They shall be valid only for the particular meeting designated, and any adjournment thereof, and must be filed with the Association before the appointed time of the meeting.

Section 5. <u>Majority</u>. At any meeting of the Members at which a quorum is present, fifty-one percent (51%) in value of the Members voting, whether in person, by telecommunications or by proxy, on any particular matter, shall constitute a majority for the approval of such matter, except as otherwise required herein, by the Master Deed or by law.

ARTICLE III MEETINGS AND QUORUM

Section 1. <u>First Meeting of Members</u>. The first meeting of the Members of the Association may be convened only by the Board of Directors and may be called at any time upon ten (10) days' written notice to all Members. In no event, however, shall the first meeting be held later than: (a) one hundred twenty (120) days after legal or equitable title to seventy-five percent (75%) of the Condominium Units in the Condominium Project that may be created has been conveyed to non-Developer Co-Owners; or (b) fifty-four (54) months after the first conveyance of legal or equitable title to a Condominium Unit to a non-Developer Co-Owner, whichever first occurs. The Board of Directors may call meetings of Members of the Association for informational

or other appropriate purposes prior to the first meeting of Members, but no such meeting shall be construed as the first meeting of Members.

Advisory Committee. The Board of Directors shall establish an Advisory Section 2. Committee of non-Developer Members upon the passage of: (a) one hundred twenty (120) days after legal or equitable title to thirty-three and one-third percent (33 1/3 %) of Condominium Units in the Condominium Project that may be created have been conveyed to non-Developer Co-Owners; or (b) one (1) year after the initial conveyance of legal or equitable title to a Condominium Unit to a non-Developer Co-Owner, whichever first occurs. The Advisory Committee shall meet with the Board of Directors to facilitate communication with the non-Developer Members and to aid in transferring control from the Developer to non-developer Members. The Advisory Committee shall be composed of not less than one (1) nor more than three (3) non-Developer Members, who shall be appointed by the Board of Directors in any manner it selects, and who shall serve at the pleasure of the Board of Directors. The Advisory Committee shall automatically dissolve following the election of a majority of the Board of Directors by non-Developer Co-Owners. The Advisory Committee shall meet at least semiannually with the Board of Directors. Reasonable notice of such meetings shall be provided to all Members of the Advisory Committee, and such meetings may be open or closed, in the discretion of the Board of Directors.

Section 3. <u>Annual Meeting of Members</u>. Following the first meeting of Members, and in addition to subsequent meetings called for the purpose of electing Directors, as provided in Article IV, Section 1, below, an annual meeting of the Members shall be held each year on September 15 and at such place as determined by the Board of Directors. At least ten (10) days but not more than sixty (60) days prior to the date of an annual meeting, written notice of the time, place and purpose of such meeting shall be sent by first-class mail, postage prepaid, to each person entitled to vote at the meeting.

Section 4. <u>Special Meetings of Members</u>. It shall be the duty of the President to call a special meeting of the Members upon a petition of one of the Members and presented to the Secretary of the Association or upon the direction of a majority of the Board of Directors. Notice of any special meeting shall state the time and place of such meeting and the purposes thereof and shall be given at least ten (10) days but not more than sixty (60) days prior to the date of such meeting. No business shall be transacted at a special meeting except as stated in the notice.

Section 5. <u>Quorum of Members</u>. Unless otherwise provided herein, the presence, in person or by proxy, of fifty-five percent (55%) in number and value of the Members entitled to vote shall constitute a quorum of Members. If a quorum shall not be present at any meeting, the Members present may adjourn the meeting for not more than thirty (30) days.

ARTICLE IV ADMINISTRATION

yet Article II section 5 says 51%

Section 1. <u>Board of Directors</u>. The affairs of the Association shall be governed by a Board of Directors all of whom must be Members of the Association or Officers, partners, trustees, employees, agents or spouses of Members of the Association except for the first Board of Directors and any Directors thereafter designated to the Board of Directors by the Developer as hereinbelow provided in this Article IV. Directors shall serve without compensation; provided, however, that Directors may be reimbursed for reasonable travel and other expenses incurred in discharging their duties pursuant to and in accordance with such reimbursement policies as may be from time to time established by the Board of Directors or by the Members of the Association. The Board of Directors shall be established and selected in the following manner:

(a) The First Board of Directors shall be composed of those three (3) persons selected by the incorporator of the Association and such first Board of Directors shall manage the affairs of the Association until a successor Board of Directors is established as provided by this Article IV. Each subsequent Board of Directors shall be composed of not less than three (3) nor more than five (5) persons. The number of persons comprising each such subsequent Board of Directors shall be determined by the Developer until the earlier of such date as (i) legal or equitable title to seventy-five (75%) percent of the Units in the Condominium Project that may be created are conveyed to non-Developer Co-Owners, or (ii) shall be fifty-four (54) months after the date of the first conveyance of legal or equitable title of a Unit to a non-Developer Co-Owner. Thereafter, the number of persons comprising each subsequent Board of Directors; provided, however, that if a motion is not made and carried to increase or decrease the number of Directors, then the Board of Directors shall consist of the same number of persons as theretofore comprised the full Board of Directors.

(b) Not later than one hundred twenty (120) days after such date as legal or equitable title to twenty-five (25%) percent of the Units in the Condominium Project that may be created are conveyed to non-Developer Co-Owners, a special meeting of Members shall be held for the purpose of selecting a Board of Directors to replace the First Board of Directors. It shall be the duty of the President to call such meeting, and the duty of the Secretary to provide notice thereof to each Co-Owner, as otherwise provided by these Condominium Bylaws. At such meeting, the non-Developer Co-Owners shall elect at least one (1) Director and not less than twenty-five (25%) percent of all Members of the full Board of Directors being established, in accordance with the other applicable provisions of these Condominium Bylaws. The Developer shall be entitled to appoint all other persons to serve as Directors on such Board of Directors.

(c) Unless the Board of Directors shall already contain the number of non-Developer Co-Owner elected Directors hereinbelow set forth, then not later than one hundred twenty (120) days after such date as legal or equitable title to fifty (50%) percent of the Units in the Condominium Project that may be created are conveyed to non-Developer Co-Owners, a special meeting of Members shall be held for the purpose of selecting a Board of Directors to replace the Second Board of Directors. It shall be the duty of the President to call such meeting, if necessary, and the duty of the Secretary to provide notice thereof to each Co-Owner, if such meeting is called, as otherwise provided by these Condominium Bylaws. At such meeting, if any, the non-Developer Co-Owners shall elect at least one (1) Director and not less than thirty-three and one-third (33-1/3%) percent of all Members of the full Board of Directors being established, in accordance with the other applicable provisions of these Condominium Bylaws. The Developer shall be entitled to appoint all other persons to serve as Directors on such Board of Directors.

(d) Notwithstanding anything in subsections (b) and (c) of this Article IV to the contrary, except as otherwise provided by Subsection (e) below, not later than one hundred twenty (120) days after such date as legal or equitable title to seventy-five (75%) percent of the Units in

the Condominium Project that may be created are conveyed to non-Developer Co-Owners, and before conveyance of ninety (90%) percent of such Units, a special meeting of Members shall be held for the purpose of selecting a new Board of Directors, all the Members of which shall be elected by majority vote of the non-Developer Co-Owners. It shall be the duty of the President to call such meeting, and the duty of the Secretary to provide notice thereof to each Co-Owner, as otherwise provided by these Condominium Bylaws.

(e) Notwithstanding anything in this Article IV to the contrary, the Developer shall be entitled to appoint one (1) Director to the Board of Directors each and every time a new Board of Directors is established so long as, at the time any such new Board of Directors is created, the Developer owns and offers for sale ten (10%) percent or more of the Units in the Condominium Project or owns ten (10%) percent or more of the remaining Units that may be created.

(f) In lieu of holding any special meeting of Members for the purpose of establishing a new Board of Directors containing the number of non-Developer Co-Owners elected Directors required by subsections (b), (c), (d) or (g) of this Section, such new Board of Directors may be established, and non-Developer Co-Owner elected Directors may be elected, at the First or any subsequent annual meeting of Members held on or before such date as may be the latest date permitted by such provisions for reconstituting the Board of Directors as thereby required. Notice of the fact that a new Board of Directors will be established, and non-Developer Co-Owner elected Directors will be elected, at any such annual meeting need not be specified in the notice of such meeting given to Co-Owners as required by these Condominium Bylaws. Except as may be otherwise required by subsections (c), (d), and (g) of this Section, a Board of Directors established at any annual or special meeting of Members shall hold office and manage the affairs of the Association until the election of successor Directors at the next annual meeting of Members.

(g) Except as otherwise provided by subsection (e) of this Section, fifty-four (54) months from and after such date as legal or equitable title to a Unit in the Condominium Project is conveyed to a non-Developer Co-Owner, the non-Developer Co-Owners shall have the right to elect such number of Members of the Board of Directors as shall be equal to the Percentage of Units they hold, and the Developer shall be entitled to appoint such number of Members of the Board of Directors as shall be equal to the Percentage of Units owned by the Developer and for which all assessments are payable by the Developer. In addition, the Developer shall have the right to appoint one Member of the Board of Directors as provided by subsection (e) of this Section. Any Director or non-Developer Co-Owner may request a special meeting of the Members of the Association for the purpose of electing Directors as provided by this subsection (g) by giving written notice of such person's desire for such meeting to the President. Upon receipt of any such notice, it shall be the duty of the President to call such meeting for such a date as shall be no later than sixty (60) days subsequent to the date of its receipt of such request, and the duty of the Secretary to provide notice thereof to each Co-Owner, as otherwise provided by these Condominium Bylaws. Absent a special meeting of Members of the Association for purposes of electing Directors as provided by this Section, the Board of Directors then in office shall continue to serve until the next annual meeting of Members, at which time Directors shall be elected as provided by this or the then applicable subsection of this Section.

(h) As used in subsections (a) through (g) of this Section, and Sections 1 and 2 of Article III, the phrase "Units in the Condominium Project that may be created" means the

maximum number of Units stated in the Master Deed that may be built by the Developer in all phases of the Condominium Project assuming the Developer fully exercises its right to expand the Condominium Project by adding additional land thereto or converting convertible areas as permitted thereby.

(i) For clarity since this is intended to be a Project containing two Units, with each Unit comprising fifty percent (50%), the Board of Directors shall consist of three members, one each elected by Units 1 and 2 and one member elected by the Developer, as long as the Developer owns a Unit. After the Developer no longer owns a Unit, the Members may jointly agree upon a third member. In the event they cannot agree upon a third member or, if while operating they reach an impasse that prevents the reasonable operation of the Project, one or both may petition the then President of the Livingston County Association of Realtors for the appointment of a professional management agent, as defined in Section 3 below, to be appointed to the Board of Directors to assist with the Project. Such appointment shall be entitled to reasonable compensation for their services and shall be held harmless for all actions and decisions made in good faith and constitute reasonable business decisions.

Section 2. <u>Powers and Duties</u>. The Association shall have all powers and duties necessary for the administration of the affairs of the Condominium and may do all things which are not prohibited by law or the Condominium Documents or required thereby to be done by the Co-Owners. The powers and duties to be exercised by the Association through the Board shall include, but shall not be limited to, the power and duty:

(a) To manage and administer the affairs of and to maintain the Condominium, all appurtenances thereto and the Common Elements, property and easements thereof;

(b) To levy and collect assessments against and from the Members of the Association and to use the proceeds therefrom for the purposes of the Association, and to enforce assessments through liens and foreclosure proceedings where, in the judgment of the Directors, appropriate;

(c) To carry insurance and to collect and allocate the proceeds thereof;

(d) To restore, repair or rebuild the Common Elements of the Condominium, or any portion thereof, and any improvements located thereon, after the occurrence of a casualty and to negotiate on behalf of Co-Owners in connection with the taking of the Condominium, or any portion thereof, by eminent domain;

(e) To contract for and employ, supervise, and discharge, persons or business entities to assist in the management, operation, maintenance and administration of the Condominium;

(f) To make and amend reasonable rules and regulations consistent with the Michigan Condominium Act, the Master Deed and these Condominium Bylaws affecting Co-Owners and their tenants, guests, employees and invitees concerning the use and enjoyment of the Condominium and to enforce such regulations by all legal methods, including, but not limited, the imposition of fines and late payment charges, eviction proceedings or legal proceedings (copies of all such regulations and amendments thereto shall be furnished to all Members and shall become

effective ten (10) days after mailing or delivery thereof to the designated voting representative, as provided for in Article II, Section 3 above, of each Member, and any such regulation or amendment may be revoked at any time at any duly convened meeting of the Association by the affirmative vote of more than fifty (50%) percent of all Members in number and in value, except that the Members may not revoke any regulation or amendment prior to the first meeting of the Association;

(g) To own, maintain and improve, and to buy, sell, convey, assign, mortgage, license, rent or lease (as landlord or tenant) any real or personal property, including, but not limited to, any Common Elements or Unit in the Condominium, easements, rights-of-way or licenses or any other real property, whether or not contiguous to the Condominium, for the purpose of generating revenues, providing benefit to the Members of the Association or in furtherance of any other appropriate purposes of the Association;

(h) To borrow money and issue evidences of indebtedness in furtherance of any and all of the purposes of the business of the Association, and to secure the same by mortgage, pledge or other lien on property owned by the Association; provided, however, that any such action shall first be approved by the affirmative vote of all of the Members of the Association in value at a meeting of the Members duly called;

(i) To establish such committees as it deems necessary, convenient or desirable and to appoint persons thereto, for the purpose of implementing the administration of the Condominium and to delegate such committees any functions or responsibilities which are not by law or the Condominium Documents required to be performed by the Board;

(j) To enforce the provisions of the Master Deed and Bylaws of the Condominium, the Articles of Incorporation, and the Rules and Regulations of the Association as may hereafter be adopted, and to sue on behalf of the Condominium or the Members and to assert, defend or settle claims on behalf of the Members with respect to the Condominium;

(k) To do anything required of or permitted by it as administrator of said Condominium by the Master Deed, the Condominium Bylaws or the Michigan Condominium Act, as amended;

(l) To provide services to Co-Owners;

(m) In general, to enter into any kind of activity; to make and perform any contract and to exercise all powers necessary, incidental or convenient to the administration, management, maintenance, repair, replacement and operation of the Condominium and to the accomplishment of any of the purposes thereof not forbidden, and with all powers conferred upon nonprofit corporations by the laws of the State of Michigan.

Provided, however, that, except in the cases of licenses, leases or rental arrangements having a duration of one (1) year or less, neither the Board nor the Association shall, by act or omission, abandon, partition, subdivide, encumber, sell or transfer the Common Elements, or any of them, unless at least one (1) of the first Mortgagees (based upon one (1) vote for each mortgage owned) and all of the Members in number and value have consented thereto. The Board may, however, grant easements for public utilities or other public purposes consistent with the intended use of the

Common Elements by the Condominium, and no such grant shall be deemed a transfer for the purposes hereof.

Section 3. Managing Agent. The Board may employ, at a compensation established by it, a professional management agent for the Condominium to perform such duties and services as the Board shall authorize, including, but not limited to, the powers and duties set forth in Section 2 of this Article. A "professional management agent" shall mean a person or organization having proven expertise, either from prior experience or by education, in the operation and management of real property. Prior to the Transitional Control Date, the Developer, or any related person or entity, may serve as professional managing agent if so appointed. In no event shall the Board be authorized to enter into any contract with a professional management agent, or any contract providing for services by the Developer or its affiliates, in which the maximum term is greater than three (3) years or which is not terminable by the Association upon the Transitional Control Date or within ninety (90) days thereafter and upon thirty (30) days' written notice for cause. Upon the Transitional Control Date, or within ninety (90) days thereafter, the Board of Directors may terminate a service or management contract with the Developer or its affiliates. In addition, the Board of Directors may terminate any management contract which extends beyond one (1) year after the Transitional Control Date by providing notice of termination to the management agent at least thirty (30) days before the expiration of the one (1) year.

Section 4. Officers.

(a) The Officers of the Association ("Officers") shall be a President, Secretary and a Treasurer, who shall all be members of the Board of Directors. The Secretary and Treasurer may be held by the same Board member.

(b) The Officers of the Association shall be elected annually by the Board of Directors at the organization meeting of each new Board and shall hold office at the pleasure of the Board.

(c) Upon affirmative vote of a majority of the members of the Board of Directors, any officer may be removed either with or without cause, and their successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called in whole or in part for such purpose.

(d) The President shall be the chief executive officer of the Association. They shall preside at meetings of the Association and of the Board of Directors. They shall have all of the general powers and duties which are usually vested in the office of the president of a corporation, including, but not limited to, the power to appoint committees from among the members of the Association from time-to-time as they may in their discretion deem appropriate to assist in the conduct of the affairs of the Association.

(e) The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the members of the Association; they shall have charge of the corporate seal and of such books and papers as the Board of Directors may direct; and they shall, in general, perform all duties incident to the office of the Secretary. (f) The Treasurer shall have responsibility for the Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements, specifying the operating expenses clearly, in books belonging to the Association. They shall be responsible for the deposit of all moneys and other valuable effects in the name and to the credit of the Association, in such depositories as may, from time-to-time, be designated by the Board of directors. They shall ensure that expenditures for the maintenance and repair of common elements and any other expenses incurred by or on behalf of the Condominium are properly recorded. In accordance with Article V, Section 3, of the Condominium Bylaws, the Treasurer shall prepare and distribute to each member at least once per year the Association financial statement.

(g) The Officers shall have such other duties, powers and responsibilities as shall, from time-to-time, be authorized by the Board of Directors.

Section 5. <u>Actions Prior to First Meeting</u>. Subject to the provisions of Section 2 of this Article IV, all of the actions (including, without limitation, the adoption of these Condominium Bylaws, any Rules and Regulations for the Association, and any undertakings or contracts entered into with others on behalf of the Association) of the first Board of Directors of the Association designated by its Incorporator, or their appointed successors, before the first meeting of Members, shall be binding upon the Association in the same manner as though such actions had been authorized by a Board of Directors duly elected by the Members of the Association at the first or any subsequent meeting of Members so long as such actions are within the scope of the powers and duties which may be exercised by any Board of Directors as provided in the Condominium Documents.

Section 6. Indemnification of Officers and Directors. The Association shall indemnify every Association Director and officer against all expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by them as a consequence of their being made a party to or being threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of their being or having been a Director or officer of the Association, except in such cases wherein they are adjudged guilty of willful and wanton misconduct or gross negligence in the performance of their duties or adjudged to have not acted in good faith and in a manner they reasonably believed to be in or not opposed to the best interests of the Association and its Members, and with respect to any criminal action or proceeding, they are adjudged to have had no reasonable cause to believe that their conduct was unlawful; provided that, if a Director or officer claims reimbursement or indemnification hereunder based upon their settlement of a matter, they shall be indemnified only if the Board of Directors (with any director seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interests of the Association and, if a majority of the Members request it, such approval is based on an opinion of independent counsel supporting the propriety of such indemnification and reimbursement. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights such director or officer may have. The Board of Directors shall notify all Members that it has approved an indemnification payment at least ten (10) days prior to making such payment.

ARTICLE V OPERATION OF THE PROPERTY

Section 1. <u>Personal Property</u>. The Association shall be assessed as the person or entity in possession of any tangible personal property of the Condominium owned or possessed in common by the Co-Owners, and personal property taxes based thereon shall be treated as Expenses of Administration.

Section 2. <u>Costs and Receipts to be Common</u>. All costs incurred by the Association in satisfaction of any liability arising within, or caused by or in connection with, the Common Elements or the administration of the Condominium shall be Expenses of Administration (as defined in subsection 4 below). All sums received as proceeds of, or pursuant to, any policy of insurance carried by the Association securing the interests of the Co-Owners against liabilities or losses arising within, caused by or connected with the General Common Elements or the administration of the Condominium shall be receipts of administration.

Section 3. <u>Books of Account</u>. The Association shall keep or cause to be kept detailed books of account showing all expenditures and receipts affecting administration of the Condominium. Such books of account shall specify the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Association of Co-Owners and shall be open for inspection by the Co-Owners and their Mortgagees during reasonable working hours in normal working days at a place to be designated by the Association. The books of account shall be audited at least annually by independent accountants, but such audit need not be a certified audit, nor must the accountants be certified public accountants. The cost of such audit, and all accounting expenses, shall be an Expense of Administration. Any institutional holder of a first mortgage lien on any Unit in the Condominium shall be entitled to receive a copy of the audit report within ninety (90) days following the end of the Association's fiscal year upon request therefor. At least once a year, the Association shall prepare and distribute to each Co-Owner a statement of its financial condition, the contents of which shall be defined by the Association.

Section 4. Regular Assessments. The Board of Directors shall establish an annual budget in advance for each fiscal year for the Condominium, and such budget shall contain a statement of the estimated funds required to defray the Expenses of Administration for the forthcoming year, which shall mean all items specifically defined as such in these Condominium Bylaws and all other common expenses. The common expenses shall consist, among other things, of such amounts as the Board may deem proper for the operation, management and maintenance of the Condominium Project to the extent of the powers and duties delegated to it hereunder, and in the Master Deed, and shall include, without limitation, amounts to be set aside for working capital of the Condominium, the cost of fulfilling the Association's maintenance, repair and replacement responsibilities, management wages, fees and salaries, common area utilities, common area landscaping maintenance and replacement, common area cleaning, supplies, snow removal, licenses and permits, banking, legal and accounting fees, insurance, and creation and maintenance of a an appropriate reserve fund. Each purchaser of a Unit in the Condominium is required to pay the Association an amount equal to two (2) months' assessment as a non-refundable working capital contribution. As provided in Section 11 below, an adequate reserve fund for maintenance, repair and replacement of the General Common Elements must be established in the budget and must be funded by regular assessments rather than by special assessments. The budget shall also allocate and assess all Expenses of Administration against all Co-Owners in accordance with the Percentage of Value allocated to each Unit by the Master Deed, without increase or decrease for the existence of any rights to the use of the Common Elements.

The Board shall advise each non-Developer Co-Owner in writing of the amount of assessment payable by him and shall furnish copies of each budget on which such assessments are based to all Co-Owners, although failure to deliver a copy of the budget to each Co-Owner shall not affect the liability of any Co-Owner for any existing or future assessments. A Co-Owner shall be responsible for payment of the assessment commencing with the acquisition of legal or equitable title to a Unit by any means. If the closing occurs at a time other than the commencement of the fiscal year, the Co-Owner shall only be responsible for paying that prorated portion of the annual assessment attributable to the remaining portion of the fiscal year. Should the Board at any time determine, in its sole discretion, that the assessments levied are or may prove to be insufficient (1) to pay the cost of operation and management of the Condominium, (2) to provide for the maintenance, repair or replacement of existing Common Elements, (3) to provide additions to the General Common Elements not exceeding Ten Thousand Dollars (\$10,000) annually, or (4) to provide for emergencies not exceeding Ten Thousand Dollars (\$10,000) annually, the Board shall have the authority to increase the general assessments or to levy such additional assessment or assessments as it shall deem be necessary. Such assessments shall be payable when and as the Board shall determine. Members shall pay all assessments levied in accordance with this Section 4 in twelve (12) equal monthly installments, commencing with acquisition of title to a Unit by any means.

Any sums owed to the Association by any individual Co-Owner may be assessed to and collected from the responsible Co-Owner as an addition to the monthly assessment installment next coming due. The discretionary authority of the Board to levy assessments pursuant to this Section will rest solely with the Board for the benefit of the Association and the Members thereof and will not be enforceable by any creditors of the Association or its Members.

Section 5. <u>Special Assessments</u>. Special assessments, in addition to those provided for in Section 4 above, may be levied by the Board from time to time, following approval by the Co-Owners as hereinafter provided, to meet other needs, requirements or desires of the Association, including, but not limited to, (1) assessments for capital improvements for additions to the General Common Elements at a cost exceeding Five Thousand Dollars (\$5,000) per year, (2) assessments to purchase a Unit upon foreclosure of the lien for assessments as described in Section 6 hereof, or (3) assessments for any other appropriate purpose not elsewhere herein described. Special assessments referred to in this Section 5 (but not including regular assessments referred to in Section 4 above, which shall be levied in the sole discretion of the Board) shall not be levied without the prior approval of all Members in value and in number, which approval shall be granted only by a vote of the Co-Owners taken at a meeting of the Co-Owners called in accordance with the provisions of Article III hereof. The discretionary authority of the Board to levy assessments pursuant to this Section will rest solely with the Board for the benefit of the Association and the Members thereof and will not be enforceable by any creditors of the Association or its Members.

Section 6. <u>Collection of Assessments</u>. When used in this Section 6 and Section 11 below, and wherever else appropriate in these Condominium Bylaws, the term "assessment" shall include all regular and special assessments referred to in Sections 4 and 5 above and, in addition, all other charges whatsoever levied by the Association against any Co-Owner. This Section 6 is designed to provide the Association with a vehicle for collection.

Each Co-Owner, whether one or more persons, shall be and shall remain personally obligated for the payment of all assessments, or a prorated portion thereof, levied with regard to its Unit during the time that it is the owner thereof, and no Member may exempt himself from liability for its contribution toward the Expenses of Administration by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of its Unit. If any Co-Owner defaults in paying an assessment, interest at the maximum legal rate shall be charged on such assessment from the due date and further penalties or proceedings may be instituted by the Board in its discretion. The payment of an assessment shall be in default if such assessment is not paid in full on or before the due date established by the Board for such payment. In the event of default by any Co-Owner in the payment of any installment of the annual assessment levied against its Unit, the Association shall have the right to declare all unpaid installments of the annual assessment for the pertinent fiscal year immediately due and payable. The Association may also discontinue the furnishing of any services to a Co-Owner if default upon seven (7) days' written notice to such Co-Owner of its intent to do so. A Co-Owner in default on the payment of any assessment shall not be entitled to vote at any meeting of the Association so long as such default continues. The Board may, but need not, report such a default to any first Mortgagee of record; provided, however, that if such default is not cured within sixty (60) days, the Association shall give the notice required by Section 2 of Article IX of these Condominium Bylaws. Any first Mortgagee of a Unit in the Condominium may consider a default in the payment of any assessment a default in the payment of its mortgage. When a Co-Owner is in arrearage to the Association for assessments, the Association may give written notice of arrearage to any person occupying its Unit under a lease or rental agreement, and such person, after receiving the notice, shall deduct from rental payments due the Co-Owner the arrearage and future assessments as they fall due and pay them to the Association. The deductions shall not be a breach of the rental agreement or lease by the occupant. in ????

Unpaid assessments shall constitute a lien upon the Unit prior to all other liens except unpaid ad valorem real estate taxes and special assessments imposed by a governmental entity and sums unpaid on a first mortgage of record. The Association may enforce collection of delinquent assessments by a suit at law for a money judgment or by foreclosure of the lien that secures payment of assessments. Each Co-Owner, and every other person, except a first Mortgagee, who from time to time has any interest in the Condominium, shall be deemed to have granted to the Association the unqualified right to elect to foreclose such lien either by judicial action or by advertisement (in accordance with the provisions of Chapter 32 of the Michigan Revised Judicature Act, as amended). The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. The Association is hereby granted what is commonly known as a "power of sale." Further, each Co-Owner and every other person, except a first Mortgagee, who from time to time has any interest in the Condominium shall be deemed to have authorized and empowered the Association to sell or to cause to be sold the Unit with respect to which the assessment is delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law. Each Co-Owner acknowledges that at the time of acquiring title to its Unit, it was notified of the provisions of this section and that it voluntarily, intelligently and knowingly waived notice of any proceedings brought by the Association to foreclose by

advertisement the lien for nonpayment of assessments and a hearing on the same prior to the sale of the subject Unit.

Notwithstanding the foregoing, neither a judicial foreclosure action nor a suit at law for money judgment shall be commenced, nor shall any notice of foreclosure by advertisement be published, until the expiration of ten (10) days after mailing of a written notice that an assessment, or any part thereof, levied against its Unit is delinquent, and the Association may invoke any of its remedies hereunder if the default is not cured within ten (10) days after the date of mailing. Such notice shall be mailed by certified mail, return receipt requested, and postage prepaid, and shall be addressed to the individual representative of the delinquent Co-Owner designated in the certificate filed with the Association pursuant to Section 3 of Article II above, at the address set forth in such certificate or at its last known address. Such written notice shall be accompanied by a written affidavit of an authorized representative of the Association that sets forth (i) the affiant's capacity to make the affidavit, (ii) the statutory and other authority for the lien, (iii) the amount outstanding (exclusive of interest, costs, attorneys' fees and future assessments), (iv) the legal description of the subject Unit, and (v) the name of the Co-Owner of record. Such affidavit shall be recorded in the Office of the Livingston County Register of Deeds prior to the commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing. If the delinquency is not cured within the ten (10) day period, the Association may take such remedial action as may be available to it hereunder or under Michigan law. In the event the Association elects to foreclose the lien by advertisement, the Association shall so notify the individual representative designated above and shall inform such representative that it may request a judicial hearing by bringing suit against the Association. The expenses incurred in collecting unpaid assessments, including interest, costs, actual attorneys' fees (not limited to statutory fees) and advances for taxes or other liens paid by the Association to protect its lien, shall be chargeable to the Co-Owner in default and shall be secured by the lien on its Unit. If any Member defaults in the payment of any installment of the annual assessment levied against its Unit, the Association shall have the right to declare all unpaid installments of the annual assessment for the pertinent fiscal year immediately due and payable. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the Unit from the Co-Owner thereof or any persons claiming under him, and each Co-Owner hereby consents to the appointment of such a receiver. The Association may purchase a Unit at any foreclosure sale hereunder.

If the holder of a first mortgage on a Unit in the Condominium obtains title to the Unit as a result of foreclosure of the mortgage, deed in lieu of foreclosure or similar remedy, or any other remedy provided in the mortgage, such person, and its successors and assigns, or other purchaser at a foreclosure sale shall not be liable for unpaid assessments chargeable to the Unit which became due prior to the acquisition of title to the Unit by such person; provided, however, that all assessments chargeable to the Unit subsequent to the acquisition of title shall be the responsibility of such person as hereinbefore provided with respect to all Co-Owners.

Section 7. <u>Maintenance and Repair</u>. As provided in the Master Deed, the Association shall maintain and repair the General Common Elements, to the extent set forth in the Master Deed. The costs thereof shall be charged to all the Members as a common expense, unless necessitated by the negligence, misuse or neglect of a Member, in which case such expense shall be charged to such Member. The Association or its agent shall have access to each Unit at all times without

notice for making emergency repairs necessary to prevent damage to the other Unit, the Common Elements, or both.

The obligation to maintain and repair the General Common Elements shall specifically include the landscaping at the Condominium. Unless otherwise approved by the Genoa Charter Township, the landscaping shall be maintained at a level consistent with or better than the landscaping plan included with the Site Plan for the Condominium. Prior to the first meeting of the Members as described in Article III hereof, the Developer shall have the responsibility to maintain the landscaping in the area designated as General Common Element. After the first meeting of the Members, the responsibility shall be transferred to the Association.

Each Member shall provide the Association means of access to its Unit during all periods of absence, and if such Member fails to provide a means of access, the Association may gain access in such manner as may be reasonable under the circumstances and shall not be liable to such Member for any necessary damage to its Unit caused thereby or for the repair or replacement of any doors or windows damaged in gaining such access, the costs of which damage shall be borne by such Member. Unless otherwise provided herein or in the Master Deed, damage to a Unit or its contents caused by the repair or maintenance activities of the Association, or by the Common Elements, shall be repaired at the expense of the Association.

All other maintenance and repair obligations, with the exception of the Shared Entryway, shall, as provided in the Master Deed, rest on the individual Member. Each Member shall maintain its Unit in a safe, clean and sanitary condition. Each Member shall also use due care to avoid damaging any of the Common Elements, including, but not limited to, the telephone, water, gas, or other utility conduits and systems and any other Common Elements in any Unit which are appurtenant to or which may affect any other Unit. Each Member shall be responsible for damages or costs to the Association resulting from negligent damage to or misuse of any of the Common Elements by it, its guests, tenants, agents or invitees, unless such damages or costs are actually reimbursed from insurance carried by the Association, in which case there shall be no such responsibile Member shall bear the expense to the extent of the deductible amount, anything else in these Condominium Bylaws to the contrary notwithstanding). Any costs or damages to the individual Member may be assessed to and collected from the responsible Member in the manner provided for regular assessments in Article V, Section 4, hereof.

The provisions of this Section 7 shall be subject to those of Article VI, Sections 1-3, in the event of repair or replacement on account of a casualty loss.

Section 8. <u>Taxes</u>. Subsequent to the year in which the Condominium is established, all special assessments and property taxes shall be assessed against the individual Units and not upon the total property of the Condominium or any part thereof. Taxes and special assessments which have become a lien against the property of the Condominium in the year of its establishment (as provided in Section 231 of the Act) shall be Expenses of Administration and shall be paid by the Association. Each Unit shall be assessed a percentage of the total bill for such taxes and assessments equal to the Percentage of Value allocated to it in the Master Deed, and the Members

owning those Units shall reimburse the Association for their Unit's share of such bill within ten (10) days after they have been tendered a statement therefor.

Section 9. <u>Documents to Be Kept</u>. The Association shall keep current copies of the approved Master Deed, all amendments thereto, and all other Condominium Documents available for inspection at reasonable hours by Members, prospective purchasers and prospective Mortgagees of Condominium Units.

Section 10. <u>Reserve for Major Repairs and Replacement</u>. The Association shall maintain a reserve fund for major repairs and replacement of Common Elements in an amount equal to at least ten percent (10%) of the Association's current annual budget on a noncumulative basis. Moneys in the reserve fund shall be used only for major repairs and replacement of Common Elements. THE MINIMUM STANDARDS REQUIRED BY THIS SECTION MAY PROVE INADEQUATE FOR A PARTICULAR PROJECT. The Association of Members should carefully analyze the Condominium Project to determine if a greater amount should be set aside, or if additional reserve funds should be established for other purposes.

Section 11. <u>Statement of Unpaid Assessments</u>. Pursuant to the provisions of the Act, the purchaser of any Unit may request a statement from the Association as to the outstanding amount of any unpaid assessments thereon, whether regular or special. Upon written request to the Association accompanied by a copy of the executed purchase agreement pursuant to which the purchaser holds a right to acquire a Unit, the Association shall provide a written statement of such unpaid assessments as may exist or a statement that none exist, which statement shall be binding upon the Association for the period stated therein. Upon the payment of that sum within the period stated, the Association's lien for assessments as to such Unit shall be deemed satisfied; provided, however, that the failure of a purchaser to request such statement at least five (5) days prior to the closing of the purchase of such Unit shall render any unpaid assessments and the lien securing the same fully enforceable against such purchaser and the Unit itself.

<u>ARTICLE VI</u> INSURANCE; REPAIR OR REPLACEMENT

Section 1. <u>Insurance</u>. The Association shall carry all-risk property coverage and liability insurance (including, without limitation, Directors' and Officers' coverage), workers' compensation insurance, if applicable, and such other insurance coverage as the Board may determine to be appropriate with respect to the ownership, use and maintenance of the Common Elements of the Condominium and the administration of Condominium affairs. Such insurance shall be carried and administered in accordance with the following provisions:

(a) All such insurance shall be purchased by the Association for the benefit of the Association, the Members and their Mortgagees, as their interests may appear, and provision shall be made for the issuance of certificates of insurance with Mortgagee endorsements to the Mortgagees of Members' Units. It shall be each Member's responsibility to obtain insurance coverage for the Unit, all related appurtenances and structures against fire and other perils covered by a standard all-perils coverage endorsement in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, and to insure its personal property located within the Unit or elsewhere in the Condominium and for its personal liability for

occurrences within its Unit or upon Common Elements appurtenant to its Unit. The Association shall have absolutely no responsibility for obtaining such coverage. The Association and all Members shall use their best efforts to see that all property and liability insurance carried by the Association or any Member shall contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any Member, the Association or the Developer, and, subject to the provisions of Article V, Section 7, hereof, the Association and each Member hereby waive, each as to the other, any right of recovery for losses covered by insurance. The liability of carriers issuing insurance obtained by the Association shall not, unless otherwise required by law, be affected or diminished on account of any additional insurance carried by any Member, and vice versa.

(b) Public liability insurance shall be carried in such limits as the Board may from time to time determine to be appropriate, and shall cover the Association, each Member, Director and officer thereof, and any managing agent. The policy shall name the Developer as an additional insured.

(c) All premiums upon insurance policies purchased by the Association pursuant to these Condominium Bylaws shall be Expenses of Administration, except as otherwise provided in subsection (b) above.

(d) Proceeds of all insurance policies owned by the Association shall be received by the Association, held in a separate account, and distributed to the Association, the Members and their Mortgagees as their interests may appear; provided, however, whenever Section 3 of this Article requires the repair or reconstruction of the Condominium, any insurance proceeds received by the Association as a result of any loss requiring repair or reconstruction shall be applied for such purpose. Hazard insurance proceeds shall never be used for any purpose other than for repair, replacement or reconstruction of the Project unless all of the Mortgagees in the Condominium have given their prior written approval.

(e) All insurance carried by the Association shall, to the extent possible, provide for cross-coverage of claims by one insured against another.

(f) Fidelity bonds may be required by the Board of Directors from all persons handling or responsible for Association funds, the amount of such bonds shall be determined by the Board in its sole discretion, and the premium for such bonds shall be a common expense of the Association.

Section 2. <u>Appointment of Association</u>. Each Member, by ownership of a Unit in the Condominium, shall be deemed to appoint the Association as its true and lawful attorney-in-fact to act in connection with all matters concerning insurance pertinent to the Condominium and the Common Elements thereof. Without limitation on the generality of the foregoing, the Association as said attorney shall have full power and authority to purchase and maintain such insurance to collect and remit premiums therefor, to collect proceeds and to distribute the same to the Association, the Members and respective Mortgagees, as their interests may appear (subject always to the Condominium Documents), to execute releases of liability, and to execute all documents and to do all things on behalf of such Members and the Condominium as shall be necessary or convenient to accomplish the foregoing.

Section 3. <u>Reconstruction or Repair</u>. If any part of the Condominium shall be damaged, the determination of whether or not, and how, it shall be reconstructed or repaired shall be made in the following manner:

(a) If a Common Element or a Unit is damaged, such property shall be rebuilt or repaired if any Condominium Unit is tenantable, unless the Members unanimously vote that the Condominium shall be terminated and each Mortgagee of a Condominium Unit has given its prior written approval of such termination.

(b) If the Condominium is so damaged that one or both Units are not tenantable, and if each Mortgagee of a Condominium Unit has given its prior written approval to the termination of the Condominium, the damaged, property shall not be rebuilt and the Condominium shall be terminated, unless all the Members in value and in number agree to reconstruction by vote or in writing within ninety (90) days after the destruction.

(c) Subject to complying with the applicable requirements of Genoa Charter Township and all other applicable laws and regulations, any reconstruction or repair shall be performed substantially in accordance with the Master Deed and the plans and specifications for the Condominium to a condition as similar as possible to the condition existing prior to damage, unless the Members and each Mortgagee of a Condominium Unit shall unanimously decide otherwise.

(d) Each Member shall be responsible for the reconstruction and repair of its own Unit, including all related appurtenances, (but not any Common Elements).

(e) The Association shall be responsible for the reconstruction and repair of the Common Elements, and for any incidental damage to a Unit and the contents thereof caused by such Common Elements or the reconstruction or repair thereof. Immediately after a casualty occurs causing damage to property for which the Association has the responsibility of maintenance, repair and reconstruction, the Association shall obtain reliable and detailed estimates of the cost to return the damaged property to a condition as good as that existing before the damage.

(f) Any insurance proceeds received, whether by the Association or a Member, shall be used for reconstruction or repair when reconstruction or repair is required by these Condominium Bylaws. If the insurance proceeds are not sufficient to pay the estimated costs of reconstruction or repair required to be performed by the Association, or if at any time during such reconstruction or repair, or upon completion of such reconstruction or repair, the funds for the payment of the costs thereof are insufficient, assessments shall be made against all Members for the cost of reconstruction or repair of the damaged property in sufficient amounts to provide funds to pay the estimated or actual cost of repair. Such assessments shall be levied in the same manner as the regular monthly assessments, as set forth in Article V, Section 4, hereof.

Section 4. <u>Eminent Domain</u>. The following provisions shall control upon any taking by eminent domain:

(a) The Association, acting through its Board of Directors, may negotiate on behalf of all Members for any taking of Common Elements. Any negotiated settlement shall be subject

to the approval of all of the Members in number and in value and shall thereupon be binding on all Members.

(b) If an entire Unit is taken by eminent domain, the award for such taking shall be paid to the Member whose Unit has been taken. After acceptance of such award by the Member and its Mortgagee, they shall be divested of all interest in the Condominium. The undivided interest in the Common Elements belonging to the Member whose Unit has been taken shall thereafter appertain to the remaining Unit, including those restored or reconstructed under the provisions of this section.

(c) If any condemnation award shall become payable to any Member whose Unit is not wholly taken by eminent domain, then such award shall be paid by the condemning authority to the Member and its Mortgagee, as their interests may appear. If only a part of any Unit is taken, the Member shall, if practical, use the award to rebuild the same to the extent necessary to make it habitable.

(d) If any portion of the Condominium other than any Unit is taken, the condemnation proceeds relative to such taking shall be paid to the Association, and the affirmative vote of more than fifty (50%) percent of the Members in number and in value at a meeting duly called shall determine whether to rebuild, repair or replace the portion so taken or to take such other action as they deem appropriate. If no such affirmative vote is obtained, such condemnation proceeds shall be remitted to the Members and their respective Mortgagees, as their interests may appear, in accordance with their respective Percentages of Value set forth in Article VI of the Master Deed.

(e) If the Condominium Project continues after a taking by eminent domain, then the remaining portion of the Condominium Project shall be resurveyed and the Master Deed amended accordingly, subject to complying with the applicable requirements of Genoa Charter Township and all other applicable laws and regulations, and, if any Unit shall have been taken, then Article VI of the Master Deed shall be amended to reflect such taking and to proportionately readjust the Percentages of Value of the remaining Members based upon a continuing value for the Condominium of one hundred (100%) percent. Such amendment may be effected by an officer of the Association duly authorized by the Board of Directors without the necessity of execution or specific approval thereof by any Members, but only with the prior written approval of all Mortgagees of individual Units in the Project.

(f) If any Condominium Unit, or any portion thereof, or the Common Elements or any portion thereof, is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the Association promptly shall so notify each mortgagee of the Condominium Units.

(g) If the taking of a portion of a Condominium Unit makes it impractical to rebuild the partially taken Unit to make it habitable, then the entire undivided interest in the Common Elements appertaining to that Condominium Unit shall thenceforth appertain to the remaining Condominium Units, and shall be allocated to them in proportion to their respective undivided interests in the Common Elements. The remaining portion of that Condominium Unit shall thenceforth be a Common Element. (h) Votes in the Association of Members and liability for future Expenses of Administration appertaining to a Condominium Unit taken or partially taken (as provided in subsection (g) hereof) by eminent domain shall thenceforth appertain to the remaining Condominium Units, and shall be allocated to them in proportion to their relative voting strength by value in the Association.

Section 5. <u>Construction Liens</u>. The following provisions shall control the circumstances under which construction liens may be applied against the Condominium or any Unit thereof:

(a) Except as provided below, a construction lien for work performed on a Condominium Unit may attach only to the Unit upon or for the benefit of which the work was performed.

(b) A construction lien for work authorized by the Developer and performed upon the Common Elements may attach only to Units owned by the Developer at the time of recording of the claim of lien.

(c) A construction lien for work authorized by the Association may attach to each Unit only to the proportional extent that the Member owning the Unit is required to contribute to the Expenses of Administration as provided by the Condominium Documents.

(d) A construction lien may not arise or attach to a Unit for work performed on the Common Elements not contracted for by the Developer or the Association.

If a Member is advised or otherwise learns of a purported construction lien contrary to the foregoing, it shall immediately notify the Board of Directors. Upon learning of the purported construction lien, the Board shall take appropriate measures to remove any cloud on the title of Units improperly affected thereby.

Section 6. <u>Mortgages</u>. Nothing contained in the Condominium Documents shall be construed to give a Condominium Unit Co-Owner, or any other party, priority over any rights of Mortgagees of Condominium Units pursuant to their mortgages in the case of a distribution to a Condominium Unit Co-Owner of insurance proceeds or condemnation awards for losses to or a taking of Condominium Units, Common Elements or both.

ARTICLE VII USE AND OCCUPANCY RESTRICTIONS; ENFORCEMENT

Section 1. <u>Establishment of Restrictions</u>. In order to provide for congenial occupancy of the Condominium, and for the protection of the value of the Units, the use of Condominium property shall be subject to the following limitations:

(a) <u>Property Subject to These Restrictions</u>. All of the Units in the Condominium Project shall be subject to these restrictions.

(b) Building and Use Restrictions.

Modification or Alteration. No Member shall alter the (i) exterior appearance or structurally modify its Unit or change the configuration of the limited or General Common Elements from the way it or they were originally constructed by the Developer, including, without limitation, location of sidewalk or parking areas, nor shall any Member damage, modify or make attachments to Common Elements, which alterations in any way impair the overall use of the Project, without the express written approval of the Board of Directors, and subject to complying with the applicable requirements of Genoa Charter Township and all other applicable laws and regulations. The Board of Directors, in its sole discretion, may disapprove any such request. However, it may only approve such alterations as do not impair the structural soundness, safety, utility, integrity or appearance of the Condominium. The Board of Directors may appoint an Environmental Control Committee and may delegate to it the responsibility for establishing rules relating to the appearance of Units and common areas, and the approval of the construction, maintenance and repair thereof. Even after approval, a Member shall be responsible for all damages to any other Units and their contents or to the Common Elements resulting from any such alteration.

(ii) <u>Nuisance</u>. No immoral, improper, unlawful or offensive activity shall be carried on in any Unit or upon the limited or General Common Elements, nor shall anything be done which may be or become an annoyance or a nuisance to the Members or their business tenants, nor shall any unreasonably noisy activity be carried on in any Unit or on the Common Elements. No Member owning any Unit shall do or permit anything to be done to keep or permit to be kept in its Unit or on the Common Elements anything that will increase the insurance rate on the Condominium or any Unit without the written approval of the Association. Each Member who is the cause thereof shall pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition.

(iii) <u>Trash</u>. Neither the limited nor General Common Elements shall be used to store supplies, materials, personal property, trash or refuse of any kind, except as designated by the Association. Trash receptacles shall be maintained in areas designated therefor at all times and shall not be permitted elsewhere on the Common Elements except for such short period of time as may be reasonably necessary to permit the periodic collection of trash.

(iv) <u>Common Elements</u>. The use of Common Elements shall be limited to such times and in such manner as the Association shall determine by duly adopted regulations. In general, no activity shall be carried on nor condition maintained by a Member, either in its Unit or upon the Common Elements, which unreasonably spoils the appearance of the Condominium. Sidewalks, yards, landscaped areas, roads, parking areas, and, in general, all of the Common Elements, shall not be obstructed in any way nor shall they be used for purposes other than for which they are reasonably and obviously intended.

(v) <u>Advertising</u>. No signs or other advertising devices shall be displayed which are visible from the exterior of a Unit or on the Common Elements, including "For Rent" signs, without written permission from the Association, which permission shall not be unreasonably withheld. It being understood that the Members may desire to advertise office space

for lease in a Unit, the Board shall endeavor to develop guidelines for such advertising that is aesthetically pleasing and that complies with applicable Township ordinances.

(vi) <u>Rules</u>. Reasonable regulations consistent with the Act, the Master Deed and these Condominium Bylaws concerning the use of the Common Elements may be made and amended from time to time by any Board of Directors of the Association, including the Board of Directors appointed by the Incorporator and its successors. Copies of all such regulations and amendments thereto shall be furnished to all Members and shall become effective ten (10) days after mailing or delivery thereof to the designated voting representative of each Member. Any such regulation or amendment may be revoked at any time by the affirmative vote of more than fifty (50%) percent of all Members in number and in value at any duly convened meeting of the Association, except that the Members may not revoke any regulation or amendment prior to the first meeting of the Association.

(vii) <u>Landscaping</u>. No Member shall perform any landscaping or plant any trees, shrubs or flowers or place any ornamental materials upon the Common Elements without the express written approval of the Board of Directors.

Section 2. Enforcement. Developer shall have the right to enforce these restrictions. Developer may assign, in whole or in part, its rights and responsibilities hereunder to the Association, and when the last Unit in the Condominium Project has been conveyed, this assignment shall occur automatically. The Association's cost of exercising its rights and administering its responsibilities hereunder shall be Expenses of Administration (as defined in Article V above), provided that the Association shall be entitled to recover its cost of proceeding against a breach by a Co-Owner as provided in Article XII below. All present and future Co-Owners, tenants and any other persons or occupants using the facilities of the Condominium in any manner are subject to and shall comply with the Act, the Master Deed, these Condominium Bylaws, the Articles of Incorporation, and Rules and Regulations of the Association. Failure to comply with any of the terms of the Act, the Master Deed, these Condominium Bylaws, the Articles of Incorporation, or Rules and Regulations of the Association, shall be grounds for relief, which may include, without limitation, an action to recover sums due for such damages, injunctive relief, and any other remedy that may be appropriate to the nature of the breach. The failure of the Association to enforce any right, provision, covenant or condition which may be granted by the Act, the Master Deed, these Condominium Bylaws, the Articles of Incorporation, or Rules and Regulations of the Association shall not constitute a waiver of the right of the Association to enforce such right, provision, covenant or condition in the future.

ARTICLE VIII APPROVAL OF LEASE

Section 1. <u>Notice of Desire and Intent</u>. If a Unit has been occupied exclusively by a Co-Owner with no rentals in its Unit for over 12 months, a Co-Owner who desires to rent or lease its Condominium Unit or any portion thereof for any term shall provide notice of its intent to the Board of Directors at least ten (10) days prior to presenting a lease form to a potential lessee. All leases must be in writing, and the Member shall provide the Board a copy of the lease upon request. Tenants and non-Co-Owner occupants shall comply with all of the conditions of the Condominium Documents and all of the provisions of the Act, and all leases and rental agreements shall so state.

Section 2. <u>Non-Co-Owner Compliance</u>.

(a) All non-Co-Owner occupants shall comply with all of the terms and conditions of the Condominium Documents and the provisions of the Act, as well as complying with the applicable requirements of Genoa Charter Township and all other applicable laws and regulations.

(b) If the Association determines that a non-Co-Owner occupant has failed to comply with the conditions of the Condominium Documents, the provisions of the Act, or the applicable requirements of Genoa Charter Township and all other applicable laws and regulations the Association shall take the following action:

(i) The Association shall advise the appropriate Member by certified mail of the alleged violation by a person occupying its Unit.

(ii) The Member shall have fifteen (15) days after receipt of the notice to investigate and correct the alleged breach or advise the Association that a violation has not occurred.

(iii) If after fifteen (15) days the Association believes that the alleged breach has not been cured or may be repeated, it may institute on its behalf, or derivatively by the Members on behalf of the Association if it is under the control of the Developer, an action for eviction against the non-Co-Owner occupant and simultaneously, for money damages against the Member and non-Co-Owner occupant for breach of the conditions of the Condominium Documents or of the Act. The relief set forth in this section may be by any appropriate proceeding. The Association may hold both the non-Co-Owner occupant and the Member liable for any damages caused to the Condominium.

ARTICLE IX MORTGAGES

Section 1. <u>Notice of Mortgage</u>. A Member who mortgages a Unit shall notify the Association of the name and address of its Mortgagee and shall file a conformed copy of the note and mortgage with the Association, which shall maintain such information in a book entitled "Mortgages of Units."

Section 2. <u>Notice of Default</u>. The Association shall give to the holder of any mortgage covering any Unit in the Project written notification of any default in the performance of the obligations of the Member owning such Unit that is not cured within sixty (60) days.

Section 3. <u>Acquisition of Title by Mortgagee</u>. As provided in Article V, Section 6, any first Mortgagee who obtains title to a Unit pursuant to the remedies provided in the mortgage, or a deed in lieu thereof, shall not be liable for such Unit's unpaid assessments which accrue prior to acquisition of title by the first Mortgagee.

ARTICLE X AMENDMENTS

Section 1. <u>Proposal</u>. Amendments to these Condominium Bylaws may be proposed by the Board of Directors of the Association acting upon the vote of a majority of the Directors or by one of the Members by an instrument in writing signed by them.

Section 2. <u>Meeting to Be Held</u>. If such an amendment is proposed, a meeting for consideration of the same shall be duly called in accordance with the provisions of the Condominium Documents.

Section 3. <u>Vote Required</u>. These Condominium Bylaws may be amended by an affirmative vote of all Members in number and in value and one-half (1/2) of all Mortgagees at any regular meeting, or at a special meeting called for such purpose. For purposes of such voting, each Mortgagee shall have one (1) vote for each mortgage held. Notwithstanding the foregoing, no amendment of these Bylaws or any related condominium documents may be made without the prior written consent of the Genoa Charter Township, if such amendment would affect a right of the Genoa Charter Township set forth or reserved within these Bylaws or in the condominium documents.

Section 4. <u>Amendments Not Materially Changing Condominium Bylaws</u>. The Board of Directors may enact amendments to these Condominium Bylaws without the approval of any Member or Mortgagee, provided that such amendments shall not materially alter or change the rights of a Member or Mortgagee, subject to obtaining the prior written consent of the Genoa Charter Township, if such amendment would affect a right of the Genoa Charter Township set forth or reserved within these Bylaws or in the condominium documents.

Section 5. <u>Amendments Concerning Leases</u>. Provisions in these Condominium Bylaws relating to the ability or terms under which a Member may rent its Unit may not be modified and amended without the consent of each affected Member and Mortgagee and, prior to the Transitional Control Date, without the consent of the Developer.

Section 6. <u>Effective Date</u>. Any amendment to these Condominium Bylaws shall become effective upon the recording of such amendment in the Office of the Register of Deeds in the county where the Condominium is located. Without the prior written approval of all holders of mortgage liens on any Unit in the Condominium, no amendment to these Condominium Bylaws shall become effective which involves any change, direct or indirect, any provision hereof that alters or changes materially the rights of any Member or Mortgagee.

Section 7. <u>Costs of Amendment</u>. Any person causing or requesting an amendment to these Condominium Bylaws shall be responsible for the costs and expenses of considering, adopting, preparing and recording such amendment; provided, however, that such costs and expenses relating to amendments adopted pursuant to Article X, Section 3, or pursuant to a decision of the Advisory Committee shall be Expenses of Administration.

Section 8. <u>Notice; Copies of Amendment</u>. Members and Mortgagees of record of Condominium Units shall be notified of proposed amendments not less than ten (10) days before the amendment is recorded. A copy of each amendment to these Condominium Bylaws shall be

furnished to every Member after recording; provided, however, that any amendment to these Condominium Bylaws that is adopted in accordance with this Article or the Act shall be binding upon all persons who have an interest in the Project irrespective of whether such persons actually receive a copy of the amendment.

ARTICLE XI DEFINITIONS

All terms used herein shall have the same meanings as set forth in the Act or as set forth in the Master Deed to which these Condominium Bylaws are attached as an exhibit.

ARTICLE XII REMEDIES FOR DEFAULT

Section 1. <u>Relief Available</u>. Any default by a Member shall entitle the Association or another Member or Members to the following relief:

(a) Failure to comply with any of the terms or conditions of the Condominium Documents shall be grounds for relief, which may include, without limitation, an action to recover sums due for damages, for injunctive relief, for foreclosure of lien (if in default in payment of an assessment) or any combination thereof, and such relief may be sought by the Association, or, if appropriate, by an aggrieved Member or Members.

(b) In any proceeding arising because of an alleged default by any Member, the Association, if successful, shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees (not limited to statutory fees) as may be determined by the Court, but in no event shall any Member be entitled to recover such attorneys' fees.

(c) Such other reasonable remedies as provided in the rules and regulations promulgated by the Board of Directors, including, without limitation, the levying of fines against Members after notice and opportunity for hearing, as provided in the Association rules and regulations, and the imposition of late charges for nonpayment of assessments.

(d) The violation of any of the provisions of the Condominium Documents shall also give the Association or its duly authorized agents the rights set forth above, to enter, where reasonably necessary, upon the limited or General Common Elements, or into any Unit, and summarily remove and abate, at the expense of the violating Member, any structure, thing or condition existing or maintained contrary to the provisions of the Condominium Documents.

Section 2. <u>Failure to Enforce</u>. The failure of the Association or of any Member to enforce any right, provision, covenant or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association or of any such Member to enforce such right, provision, covenant or condition in the future.

Section 3. <u>Rights Cumulative; Governing Law; Jurisdiction</u>. All rights, remedies and privileges granted to the Association or any Member or Members pursuant to any terms, provisions, covenants or conditions of the Condominium Documents shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of

remedies, nor shall it preclude the party exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party at law or in equity. These Condominium Bylaws shall be governed by and construed in accordance with the laws of the State of Michigan without regard to conflicts of laws provisions. The state courts located in Livingston County, Michigan or the appropriate federal courts located in the Eastern District of Michigan shall have exclusive jurisdiction for the enforcement and interpretation of this Agreement.

ARTICLE XIII SEVERABILITY

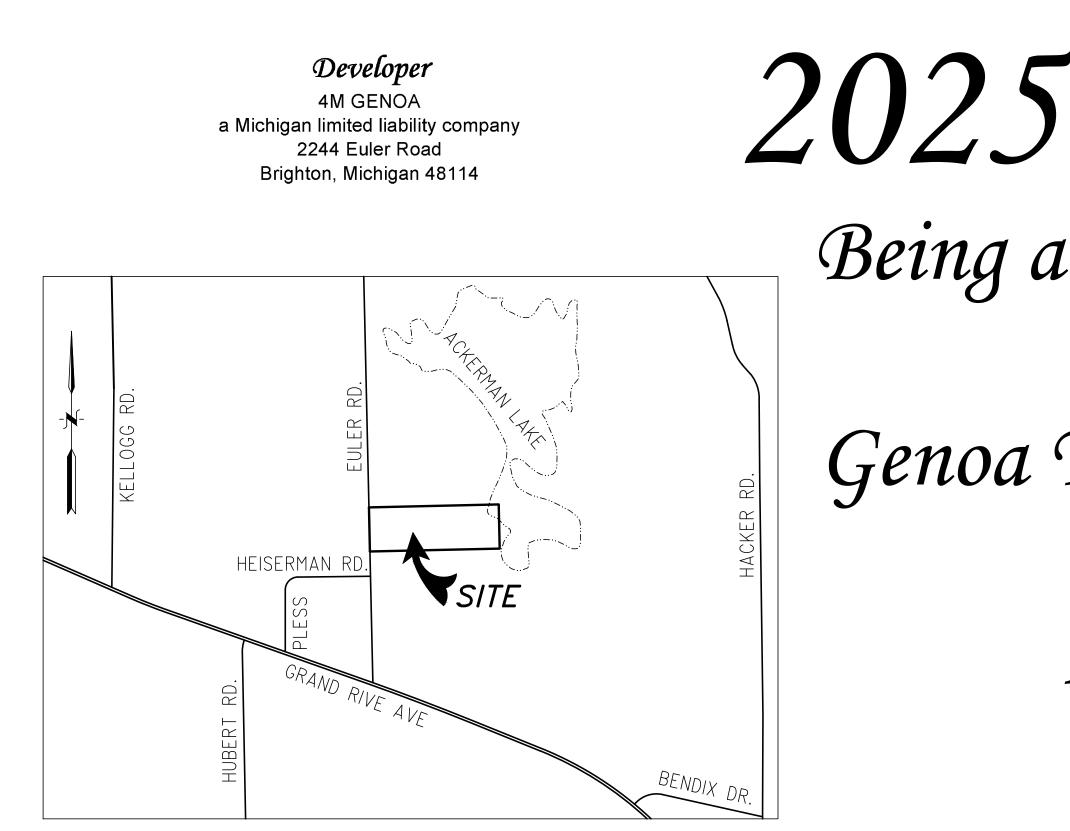
If any of the terms, provisions or covenants of these Condominium Bylaws or the Condominium Documents are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding shall not affect, alter, modify or impair in any manner whatsoever any of the other terms, provisions or covenants of such documents or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable.

ARTICLE XIV CONFLICTING PROVISIONS

In the event of a conflict between the provisions of the Act (or other laws of the State of Michigan) and any Condominium Document, the Act (or other laws of the State of Michigan) shall govern. In the event of any conflict between the provisions of any one or more Condominium Documents, the following order of priority shall prevail, and the provisions of the Condominium Document having the highest priority shall govern:

- (1) the Master Deed, including the Condominium Subdivision Plan;
- (2) these Condominium Bylaws;
- (3) the Articles of Incorporation of the Association; and
- (4) the Rules and Regulations of the Association.

EXHIBIT B CONDOMINIUM PLANS



Location Map - Not To Scale

Legal Description 14.05 ± Acres

Situated in the Township of Genoa, County of Livingston and State of Michigan, as described as follows: Commencing at the Northwest Corner of Section 13, Town 2 North, Range 5 East, Genoa Township, Livingston County, Michigan; thence N88°06'58"E 1308.19 feet (recorded as N88°12'13"E 1305.90 feet) along the North line of said Section 13 to the nominal centerline of Euler Road (33-foot wide 1/2 Right-of-Way) and the **PLACE OF BEGINNING**; thence continuing N88°06'58"E (recorded as N88°47'01"E) 1220.41 feet along said North line to a Brass Cap stamped "Livingston Co. Remonumentation Witness" as recorded in L.C.R.C. Document No. 2021CR-0020; thence continuing N88°06'58"E (recorded as N88°47'01"E) 129.89 feet to the North 1/4 Corner (as calculated) of said Section 13, said Corner being under water;

thence S02°37'00"E (recorded as S01°58'40"E) 129.95 feet (as calculated) along the North-South 1/4 line of said Section 13 to a Brass Cap stamped "Livingston Co. Remonumentation Witness" as recorded in said L.C.R.C.; thence continuing S02°37'00"E (recorded as S01°58'40"E) 330.10 feet along said North-South 1/4 line of said Section 13 to North line of the South 200 feet of the North 1/2 of the Northeast 1/4 of the Northwest 1/4 of said Section 13 as monumented; thence S88°40'22"W 1348.43 feet (recorded as S88°47'01"W 1348.63 feet) along said North line of the South 200 feet of the North 1/2 of the Northeast 1/4 of the Northwest 1/4 of Section 13 as monumented to said nominal centerline of Euler Road; thence N02°53'12"W 446.98 feet (recorded as N02°30'21"W 460.00 feet) to the Place of Beginning. Being a part of the Northwest 1/4 of Section 13, Town 2 North, Range 5 East, Genoa Township, Livingston County, Michigan. Containing 14.05 acres of land, more or less (which includes the bottom lands of ponds). Subject to the rights of the public over the Westerly 33 feet thereof as occupied by Euler Road, also subject to and together with all easements and restrictions affecting title to the above described premises.

2025 Euler Business Park

Being a Part of the Northwest 1/4 of Section 13 Town 2 North, Range 5 East Genoa Township, Livingston County, Michigan

Livingston County Condominium Subdivision Plan No.

Attention: Livingston County Register of Deeds THE CONDOMINIUM PLAN NUMBER MUST BE ASSIGNED IN CONSECUTIVE SEQUENCE. WHEN A NUMBER HAS BEEN ASSIGNED TO THE PROJECT, IT MUST BE PROPERLY SHOWN IN THE TITLE OF THIS SHEET AND IN THE SURVEYOR'S

Note:

CERTIFICATE ON SHEET 1

THIS CONDOMINIUM SUBDIVISION PLAN IS NOT REQUIRED TO CONTAIN DETAILED PROJECT DESIGN PLANS PREPARED BY THE APPROPRIATE LICENSED DESIGN PROFESSIONAL. SUCH PROJECT DESIGN PLANS ARE FILED, AS PART OF THE CONSTRUCTION PERMIT APPLICATION. WITH THE ENFORCING AGENCY FOR THE STATE CONSTRUCTION CODE IN THE RELEVANT GOVERNMENTAL SUBDIVISION. THE ENFORCING AGENCY MAY BE A LOCAL BUILDING DEPARTMENT OR THE STATE DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS

Sheet Index

No.	Description
1	COVER

SURVEY PLAN SITE PLAN

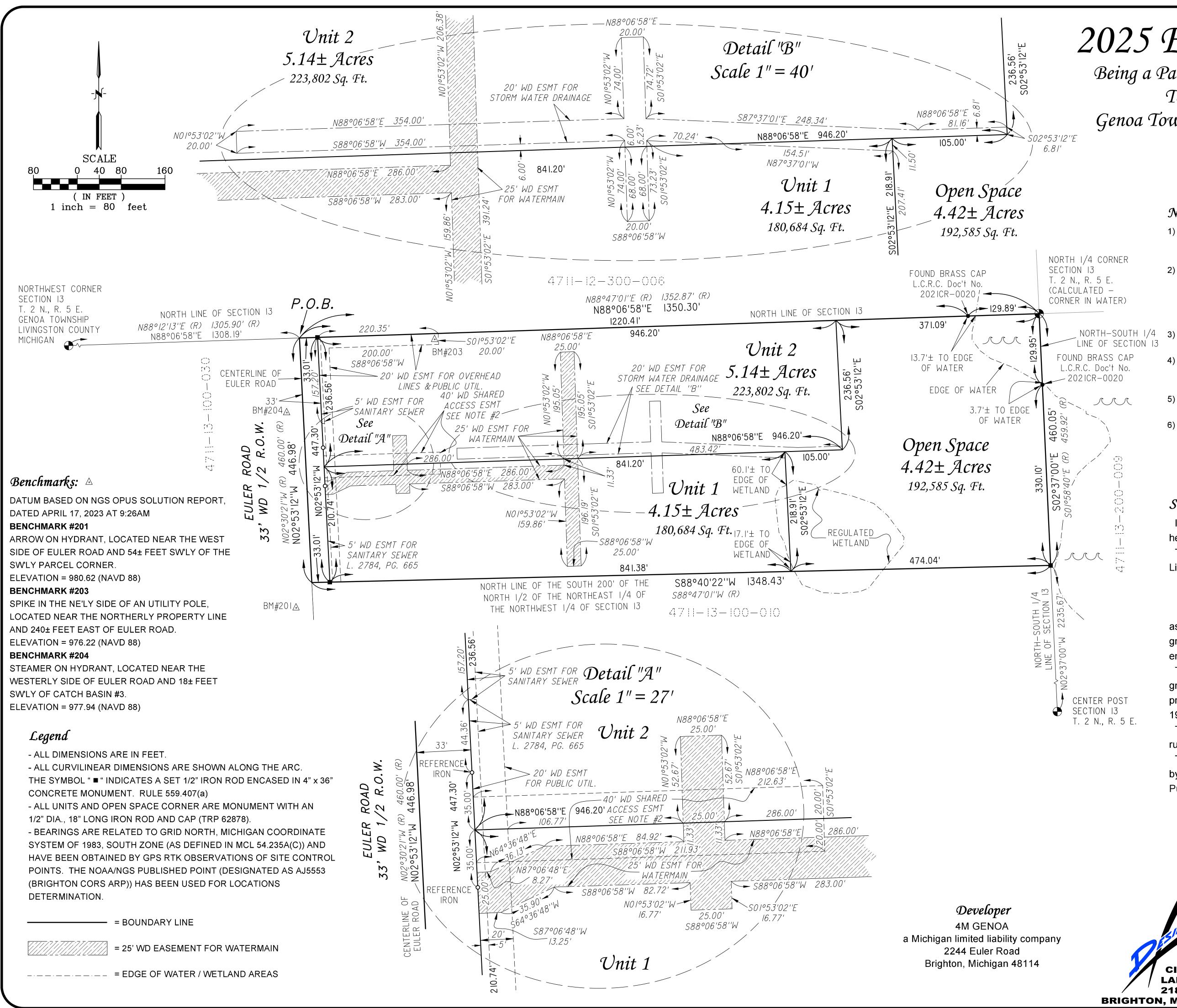


TRAVIS R. PRATT PROFESSIONAL SURVEYOR No. 4001062878

MARCH 12, 2024

PROPOSED DATED JOB No. 1-10-13-234463 EULER-COVER SHEET I





2025 Euler Business Park.

Being a Part of the Northwest 1/4 of Section 13 Town 2 North, Range 5 East Genoa Township, Livingston County, Michigan

Survey Plan

Notes:

- 1) ARTICLE VII. SECTION C. ITEM 3 OF MASTER DEED: PRIVATE EASEMENT FOR STORM SEWER AND DETENTION BASIN OVER THE ENTIRE AREA OF "OPEN SPACE" (GENERAL COMMON AREA).
- 2) ARTICLE VII, SECTION A (4) OF MASTER DEED, ACCESS EASEMENTS. "EACH UNIT HAS A PERPETUAL EASEMENT OVER AND ACROSS THE OTHER UNIT TO ACCESS THE SHARED ACCESS DRIVE FOR PURPOSES OF INGRESS AND EGRESS TO AND FROM EULER ROAD.'
- SEE ARTICLE VII OF MASTER DEED FOR ADDITIONAL EASEMENT
- DESCRIPTIONS THAT AFFECT THIS CONDOMINIUM PROJECT REFERENCE: COMMITMENT FOR TITLE INSURANCE ISSUED BY FIRST AMERICAN TITLE INSURANCE COMPANY, FILE No. 927841, DATE OF POLICY: OCTOBER 28, 2022 AT 8:32 AM
- DEVELOPER, BY EXECUTING THE MASTER DEED, GRANTS ALL HEREON DEPICTED PROPOSED EASEMENTS.
- PROPERTY LIES WITHIN FLOOD ZONE "X" OF FLOOD HAZARD AREA, AS DEPICTED ON FLOOD INSURANCE RATE MAP ISSUED BY FEDERAL EMERGENCY MANAGEMENT AGENCY. MAP No. 26093C0335D, EFFECTIVE DATE: SEPTEMBER 17, 2008.

Surveyor's Certificate

I, Travis R. Pratt, registered land surveyor of the state of Michigan, hereby certify:

That the subdivision plan known as "2025 Euler Business Center" Livingston County Condominium Subdivision Plan No.

as shown on the accompanying drawings, represent a survey on the ground made under my direction that there are no existing encroachments upon the lands and property herein described.

That the required monuments and iron markers will be located in ground within one year of Proposed Date as required by rules promulgated under Section 142 of Act No. 59 of the Public Acts of 1978.

That the accuracy of this survey is within the limits required by the rules promulgated under Section 142 of Acts of 1978.

That the bearings, as shown, are noted on Survey Plan as required by the rules promulgated under Section 142 of Act No. 59 of the Public Acts of 1978.

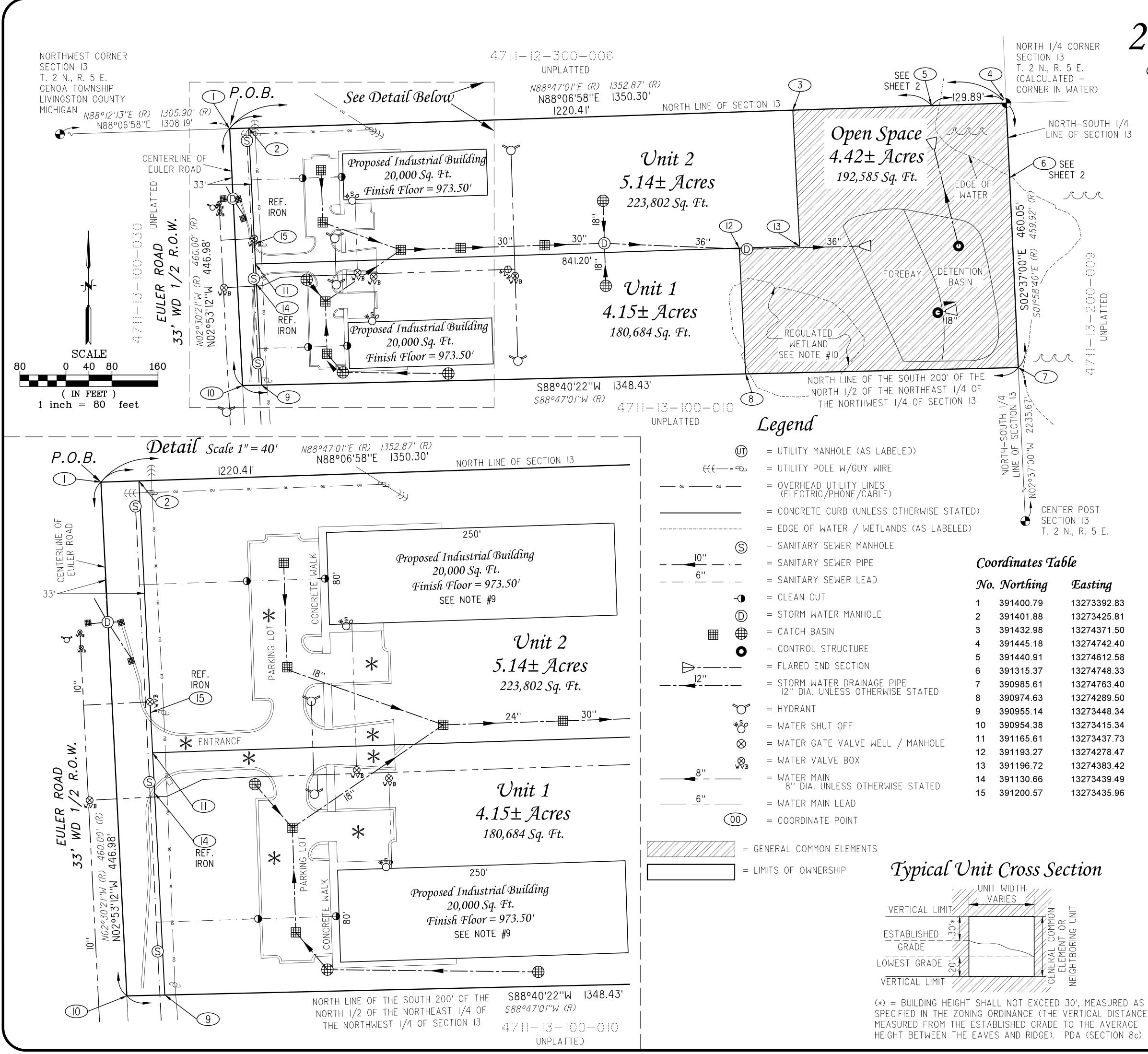
(810) 227-9533 **CIVIL ENGINEERS** LAND SURVEYORS 2183 PLESS DRIVE **BRIGHTON, MICHIGAN 48114**

PRELIMINARY

TRAVIS R. PRATT PROFESSIONAL SURVEYOR No. 4001062878

MARCH 12, 2024

PROPOSED DATED JOB No. 1-10-13-234463 SHEET 2 EULER-SURVEY



13273392.83 13273425.81 13274371.50 13274742.40 13274612.58 13274748.33 13274763.40 13274289.50 13273448.34 13273415.34 13273437.73 13274278.47 13274383.42 13273439.49

2025 Euler Business Park.

Being a Part of the Northwest 1/4 of Section 13 Town 2 North, Range 5 East Genoa Township, Livingston County, Michigan

Site & Utility Plan

Developer 4M GENOA a Michigan limited liability company 2244 Euler Road Brighton, Michigan 48114

Notes:

- 1) ALL ROADS, PARKING AREAS, SANITARY SEWERS, WATER MAINS AND STORM SEWERS MUST BY BUILT
- SITE PLANS DEPICTING ACCESS, PARKING AREAS, SANITARY LEADS, WATER MAIN AND STORM SEWER AS PREPARED BY DESINE INC., ARE ON FILE WITH GENOA TOWNSHIP.
- 3) LOCATION OF ELECTRIC, TELEPHONE, CABLE T.V. AND NATURAL GAS UTILITY LINES ON FILE WITH APPROPRIATE UTILITY COMPANIES. THE ACTUAL LOCATION OF THESE LINES WILL BE SHOWN ON AS-BUILT PLANS.
- 4) SEE ARTICLE V, SECTION A OF MASTER DEED, FOR ADDITIONAL GENERAL COMMON ELEMENT DESCRIPTIONS.
- 5) ALL UNITS AND COMMON AREAS INCLUDING OR BORDERING ON WETLAND OR FLOOPLAIN AREAS ARE SUBJECT TO PROVISIONS OF "NATURAL RESOURCES AND ENVIRONMENTAL PROTECTION ACT" (ACT 451 OF 1994).
- 6) ARTICLE IV OF MASTER DEED: "THE ARCHITECTURAL PLANS FOR THE CONDOMINIUM PROJECT HAVE BEEN FILED WITH THE GENOA CHARTER TOWNSHIP."
- 7) WETLAND DELINEATION PREPARED BY ASTI ENVIRONMENTAL, FILE No. 12744, DATED: APRIL 3, 2023



PRELIMINARY

TRAVIS R. PRATT PROFESSIONAL SURVEYOR No. 4001062878

MARCH 12, 2024

PROPOSED DATED JOB No. 1-10-13-234463 EULER-SITE/UTIL SHEET 3

LEGAL DESCRIPTION SUBSQUENT TO SURVEY

Also described as related to the Grid North of State Plane Coordinated System as defined in Michigan Coordinate System Act 9 of 1964, Section 5a(c) as follows:

Situated in the Township of Genoa, County of Livingston and State of Michigan,

as described as follows:

Commencing at the Northwest Corner of Section 13, Town 2 North, Range 5 East, Genoa Township, Livingston County, Michigan;

thence N88°06'58"E 1308.19 feet (recorded as N88°12'13"E 1305.90 feet) along the North line of said Section 13 to the nominal centerline of Euler Road (33-foot wide 1/2 Right-of-Way) and the **PLACE OF BEGINNING**; thence continuing N88°06'58"E (recorded as N88°47'01"E) 1220.41 feet along

said North line to a Brass Cap stamped "Livingston Co. Remonumentation Witness" as recorded in L.C.R.C. Document No. 2021CR-0020;

thence continuing N88°06'58"E (recorded as N88°47'01"E) 129.89 feet to the North 1/4 Corner (as calculated) of said Section 13, said Corner being under water;

thence S02°37'00"E (recorded as S01°58'40"E) 129.95 feet (as calculated) along the North-South 1/4 line of said Section 13 to a Brass Cap stamped "Livingston Co. Remonumentation Witness" as recorded in said L.C.R.C.;

thence continuing S02°37'00"E (recorded as S01°58'40"E) 330.10 feet along said North-South 1/4 line of said Section 13 to North line of the South 200 feet of the North 1/2 of the Northeast 1/4 of the Northwest 1/4 of said Section 13 as monumented;

thence S88°40'22"W 1348.43 feet (recorded as S88°47'01"W 1348.63 feet) along said North line of the South 200 feet of the North 1/2 of the Northeast 1/4 of the Northwest 1/4 of Section 13 as monumented to said

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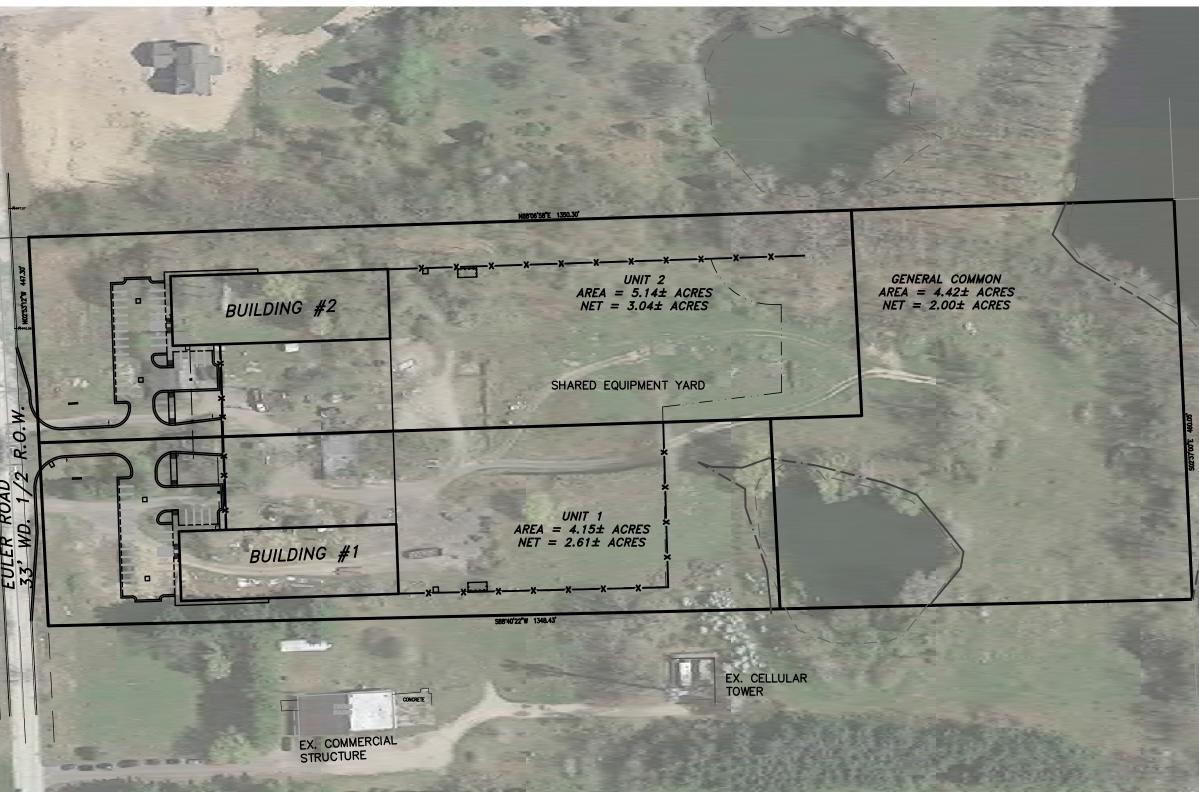
Being a part of the Northwest 1/4 of Section 13, Town 2 North, Range 5 East, Genoa Township, Livingston County, Michigan. Containing 14.05 acres of land, more or less (which includes the bottom lands of ponds). Subject to the rights of the public over the Westerly 33 feet thereof as occupied by Euler Road, also subject to and together with all easements and restrictions affecting title to the above described premises.

Tax ID No.: 4711-13-100-011 Also known as: 2025 Euler Road, Brighton, Michigan 48114



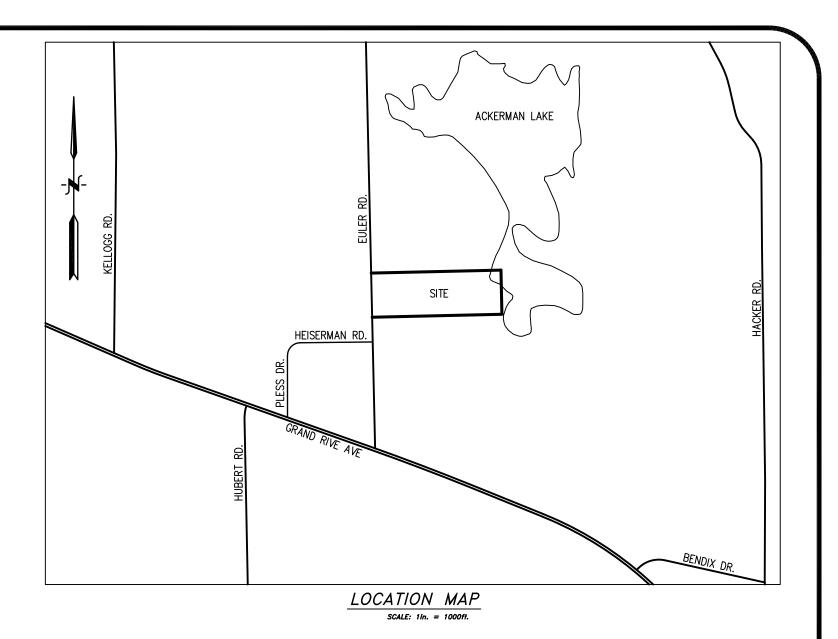


LIVINGSTON COUNTY, MICHIGAN



OWNER/DEVELOPER 4M GENOA LLC 2244 EULER ROD BRIGHTON, MICHIGAN 48114

CIVIL ENGINEER / LAND SURVEYOR DESINE, INC. 2183 PLESS DRIVE **BRIGHTON, MICHIGAN 48114** 810-227-9533



SHEET INDEX

- EXISTING CONDITIONS AND EX
- DEMOLITION PLAN
- SITE PLAN SP
- SPD SITE PLAN DETAIL
- UT1 UTILITY PLAN
- UT2 WATERMAIN & SANITARY SEWER PROFILES
- UT3 DETENTION BASIN AND CONTROL STRUCTURE
 - **PROFILE & CALCULATIONS**
- UT4 STORM SEWER PROFILES
- GR1 **GRADING PLAN**
- GR2 **GRADING PLAN**
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- LS1 LANDSCAPE PLAN
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- DT1 SITE & PAVEMENT NOTES & DETAILS
- DT2 STORM SEWER NOTES & DETAILS
- DT3 FENCING NOTES & DETAILS MHOG STANDARD SANITARY SEWER AND

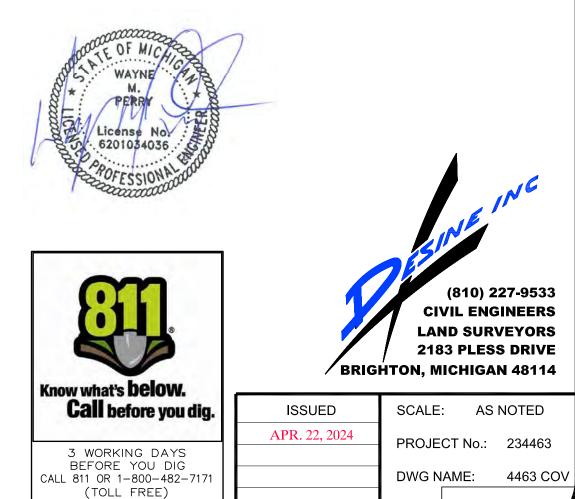
WATERMAIN DETAILS

PHOTOMETRIC SITE PLAN

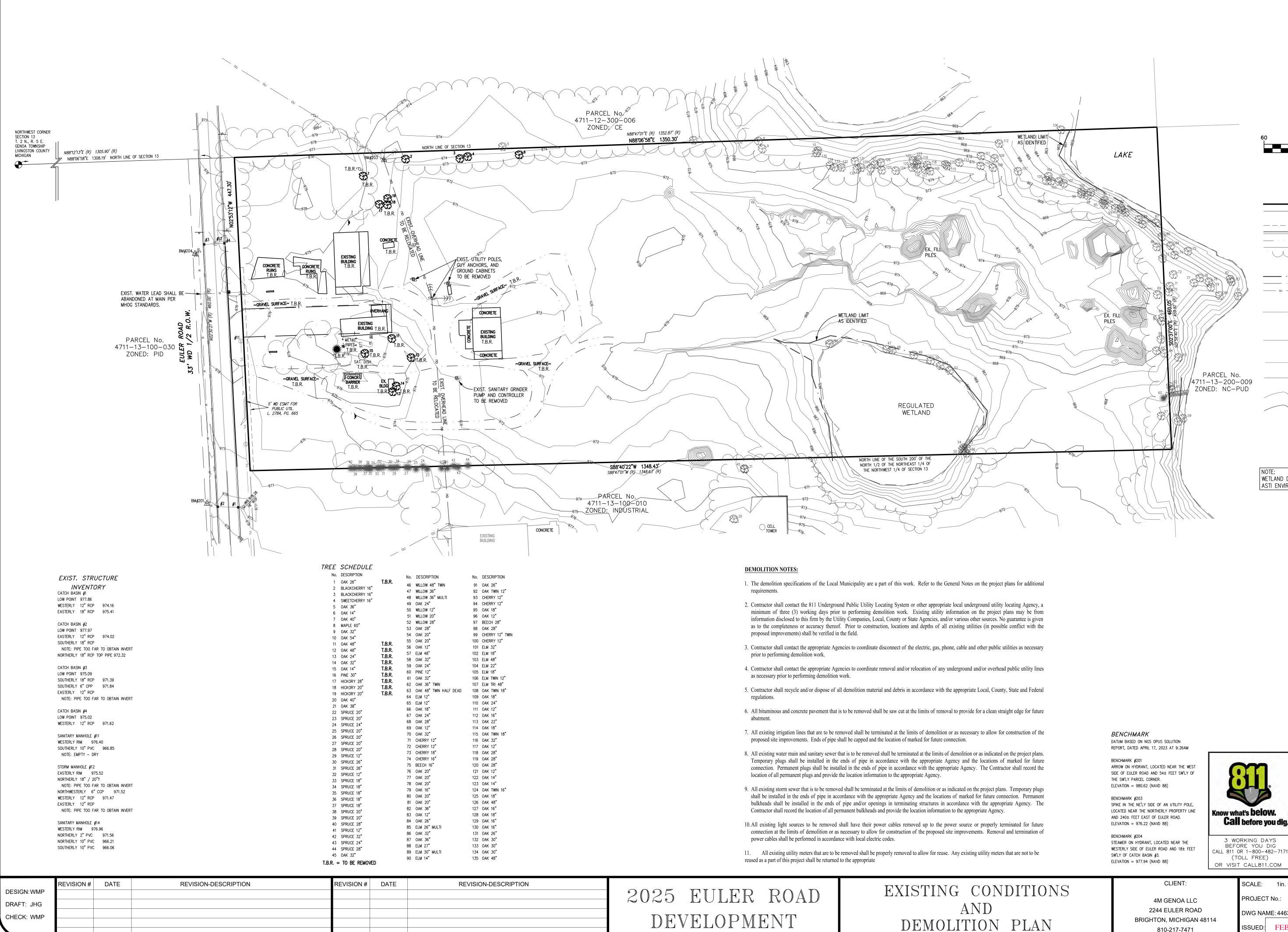
ARCHITECTURAL PLANS

- A01.01A LOWER LEVEL FLOOR PLAN UNIT #1 A01.01B LOWER LEVEL FLOOR PLAN - UNIT #2
- A01.02A UPPER LEVEL FLOOR PLAN UNIT #1
- A01.02B UPPER LEVEL FLOOR PLAN UNIT #2
- A02.01A EXTERIOR ELEVATIONS UNIT #1
- A02.01B EXTERIOR ELEVATIONS UNIT #2

OR VISIT CALL811.COM



PRINT: APR. 22, 2024



810-217-7471

SCALE: 1in. = 60ft. PROJECT No.: 234463 DWG NAME: 4463 EX ISSUED: FEB. 9, 2024

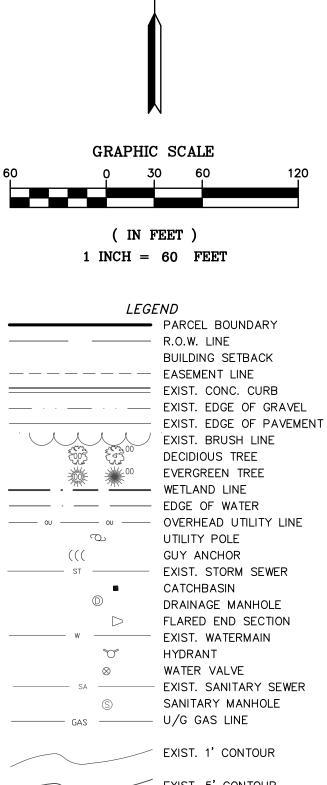


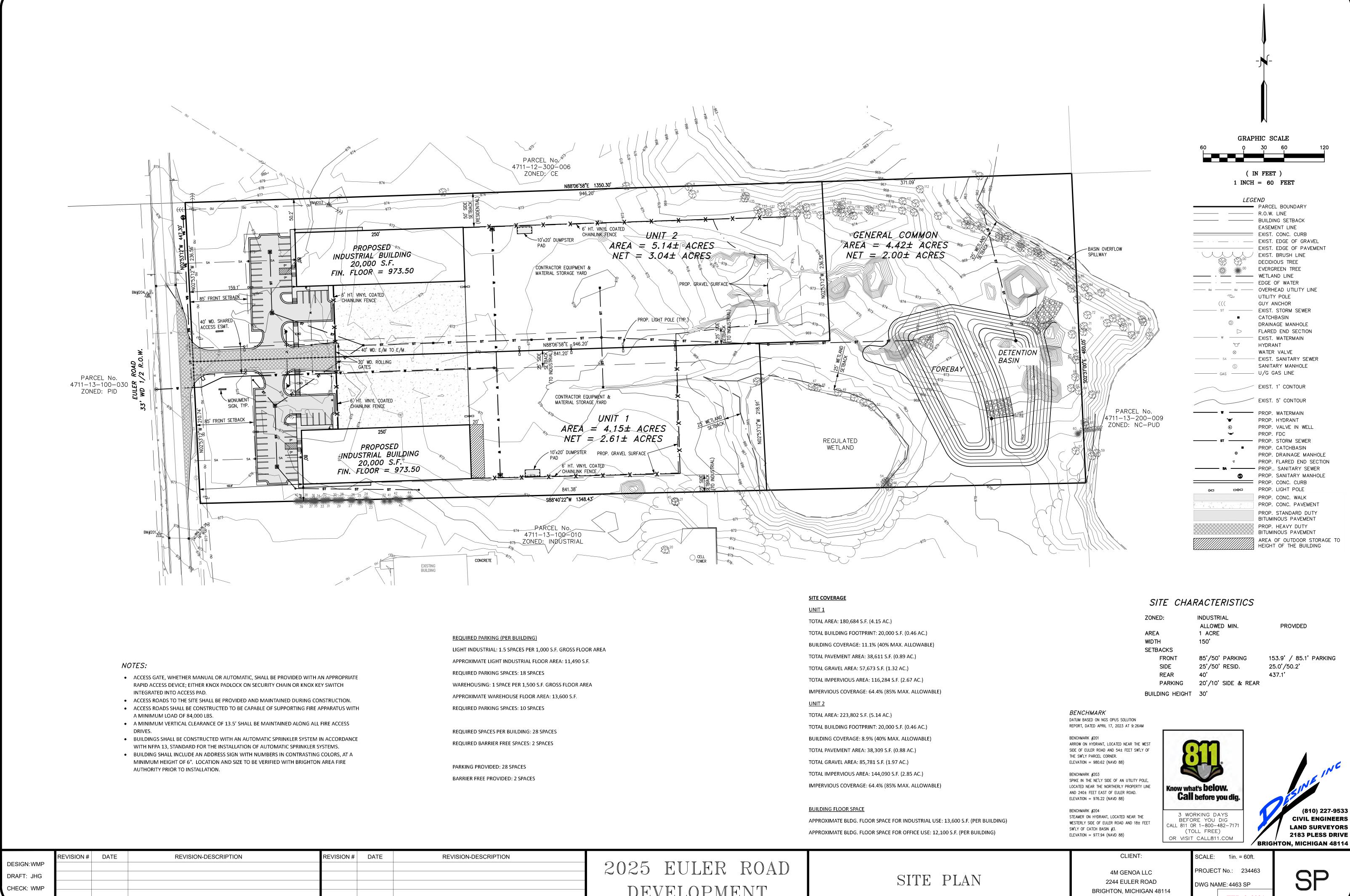
(810) 227-9533 **CIVIL ENGINEERS** LAND SURVEYORS 2183 PLESS DRIVE

ЕX

EXIST. 1' CONTOUR EXIST. 5' CONTOUR WETLAND DELINEATION PREPARED BY: ASTI ENVIRONMENTAL

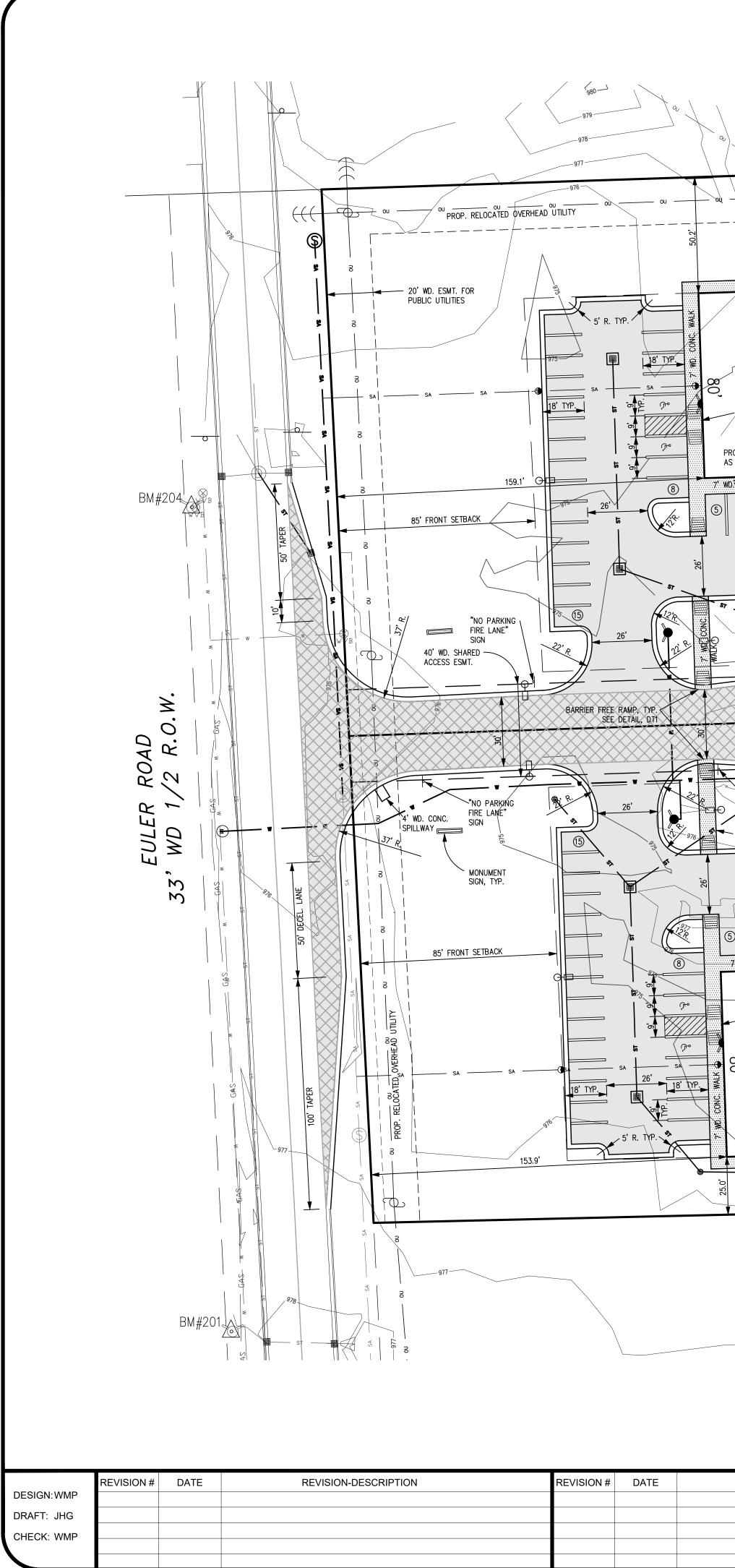
NOTE:





DEVELOPMENT

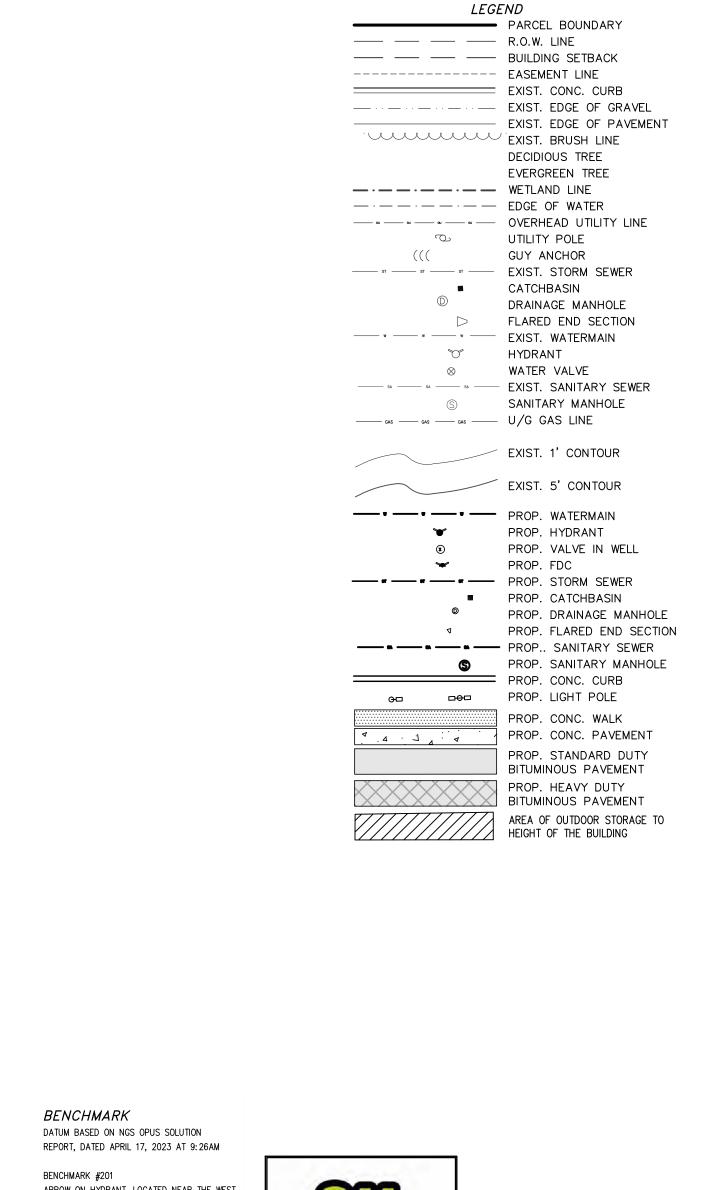
ISSUED: FEB. 9, 2024 810-217-7471



	974		
_∞ BM #203	974	974 X	
	973	50' SIDE SETBACK (RESIDENTIAL)	973972
	⁹⁷² 250'	PROP. HYDRANT WITH PAD AND	6' HT. VINYL COATED CHAINLINK FENCE 10'x20' DUMPSTER
	PROPOSED	BOLLARDS, SEE DETAIL, DT3	PAD PROP. GRAVEL SURFACE
BARRIER FREE RAMP, TYP. SEE DETAIL, DT1	FIN. $FLOOR = 9/3.50$		PROP. GRAVEL SURFACE
DVIDE A KNOX BOX AT MAI ACCEPTABLE TO B.A.F.A.	N ENTRANCE	PROPOSED LIGHT POLE TYP.	
₩ ₩ ₩ ₩			
E ST "NO PARKING FIRE LANE" SIGN	$ \begin{array}{cccccccccccccccccccccccccccccccccccc$	st	
	A 40' MD. E/M 4 A J 4 A	4 	
	A GALES A G		
NO PARKING FIRE LANE" SIGN 7' WD. CONC. WALK	ACCESS KNÖX DEVICE FOR GATE, A WHETHER MANUAL OR AUTOMATED, A AS ACCEPTABLE TO B.A.F.A.		
	6' HT. VINVL COATED CHAINLINK FENCE		S.O. 970
WD CONC WALK	MAIN ENTRANCE 250'	20'	
PROVIDE A KNOX BOX AT AS ACCEPTABLE TO B.A.F./ BARRIER FREE RAMP SEE DETAIL, DT1	A.		
۵ ر	$\frac{1}{20,000} = 973.50$		PROP. GRAVEL SURFACE
	FIN. FLOOR = 973.50	×××	PROP. HYDRANT WITH PAD AND BOLLARDS, SEE DETAIL, DT3
- sī — sī —	st s	27.4' 25' SIDE SETBACK	
			974
			975

2025	EULER	ROAD
DEV	ELOPMI	ENT

REVISION-DESCRIPTION



GRAPHIC SCALE

(IN FEET)

1 INCH = 30 FEET

ARROW ON HYDRANT, LOCATED NEAR THE WEST SIDE OF EULER ROAD AND 54± FEET SW'LY OF THE SW'LY PARCEL CORNER. ELEVATION = 980.62 (NAVD 88)

BENCHMARK #203 SPIKE IN THE NE'LY SIDE OF AN UTILITY POLE, LOCATED NEAR THE NORTHERLY PROPERTY LINE AND 240± FEET EAST OF EULER ROAD. ELEVATION = 976.22 (NAVD 88)

BENCHMARK #204 STEAMER ON HYDRANT, LOCATED NEAR THE WESTERLY SIDE OF EULER ROAD AND 18± FEET SW'LY OF CATCH BASIN #3. ELEVATION = 977.94 (NAVD 88)

now what's below. Call before you dig.

3 WORKING DAYS BEFORE YOU DIG CALL 811 OR 1-800-482-7171 (TOLL FREE) OR VISIT CALL811.COM



SPE

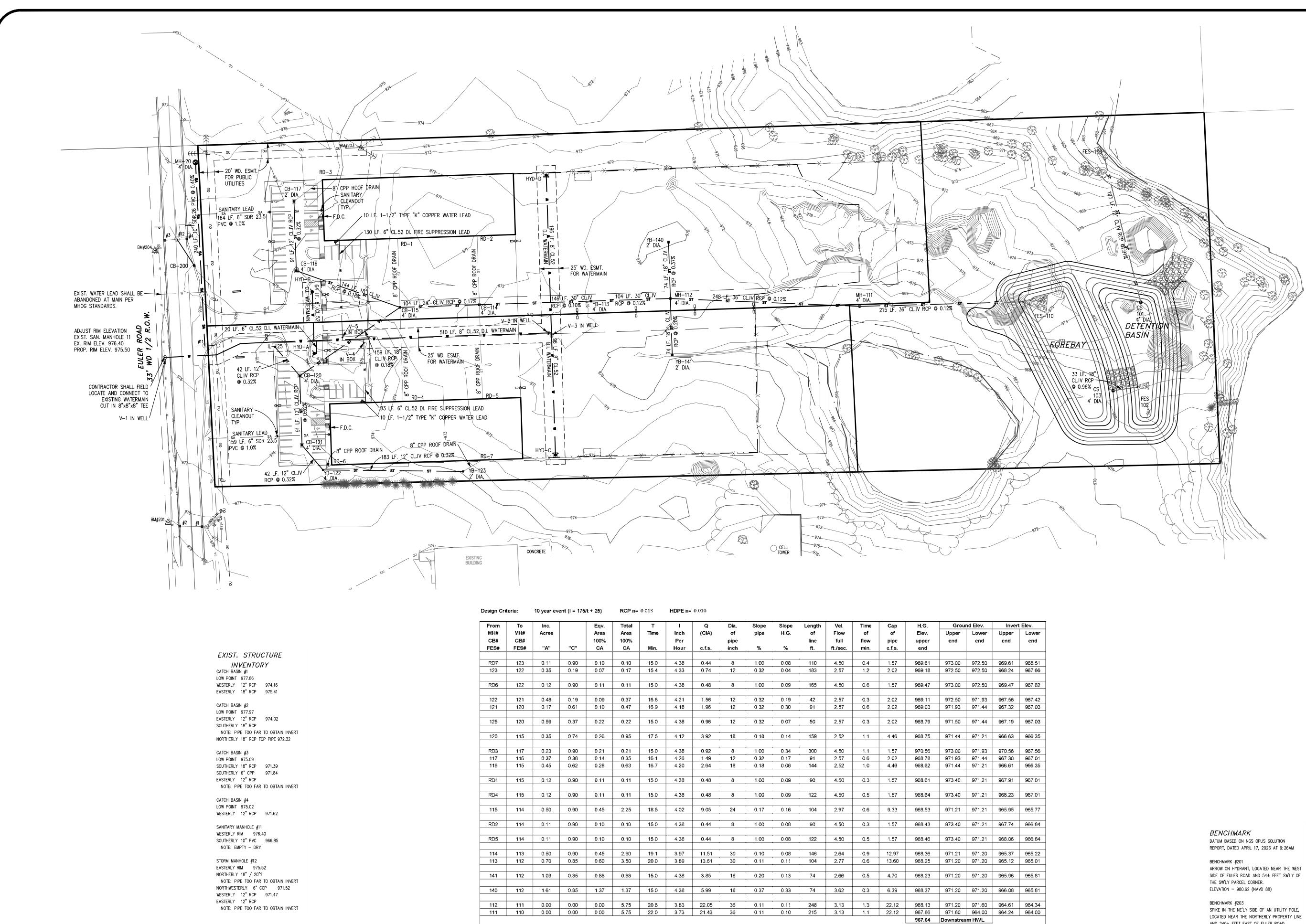
SITE PLAN DETAIL

4M GENOA LLC 2244 EULER ROAD BRIGHTON, MICHIGAN 48114 810-217-7471

CLIENT:

PROJECT No.: 234463 DWG NAME: 4463 SP ISSUED: FEB. 9, 2024

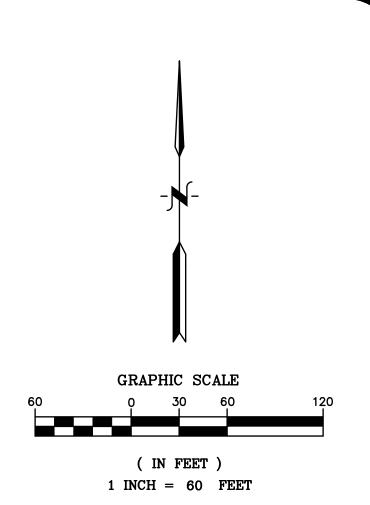
SCALE: 1in. = 30ft.



REVISION # DATE **REVISION-DESCRIPTION** REVISION # DATE DESIGN: WMP DRAFT: JHG CHECK: WMP

2025 EULER ROAD DEVELOPMENT

MH# CB# FES# RD7	МН# СВ#	Acres			-							Length								
ES#	CB#			Area	Area	Time	Inch	(CIA)	of	pipe	H.G.	of	Flow	of	of	Elev.	Upper	Lower	Upper	Lowe
				100%	100%		Per		pipe			line	full	flow	pipe	upper	end	end	end	end
RD7	FES#	"A"	"C"	CA	CA	Min.	Hour	c.f.s.	inch	%	%	ft.	ft./sec.	min.	c.f.s.	end				
RD7										-	•									
	123	0.11	0.90	0.10	0.10	15.0	4.38	0.44	8	1.00	0.08	110	4.50	0.4	1.57	969.61	973.00	972.50	969.61	968.5
123	122	0.35	0.19	0.07	0.17	15.4	4.33	0.74	12	0.32	0.04	183	2.57	1.2	2.02	969.18	972.50	972.50	968.24	967.6
										<u> </u>										
RD6	122	0.12	0.90	0.11	0.11	15.0	4.38	0.48	8	1.00	0.09	. 165	4.50	0.6	1.57	969.47	973.00	972.50	969.47	967.8
400	404	0.49	0.10	0.00	0.07	46.6	4.04	4.50	10		0.40		0.67	0.0	0.00	000.44	070.50	074.00	007.50	007.4
122 121	121 120	0.48	0.19	0.09	0.37	16.6 16.9	4.21	1.56	<u>12</u> 12	0.32	0.19	. <u>42</u> 91	2.57 2.57	0.3 0.6	2.02	969.11 969.03	972.50 971.93	971.93 971.44	967.56 967.32	967.4 967.0
121	120	0.17	0.01	0.10	0.47	10.9	4.10	1.50	12	0.32	0.30	. 31	2.51	0.0	2.02	303.03	0/1.00	271.44	001.02	507.0
125	120	0.59	0.37	0.22	0.22	15.0	4.38	0.96	12	0.32	0.07	. 50	2.57	0.3	2.02	968.79	971.50	971.44	967.19	967.0
								•												
120	115	0.35	0.74	0.26	0.95	17.5	4.12	3.92	18	0.18	0.14	159	2.52	1.1	4.46	968.75	971.44	971.21	966.63	966.3
RD3	117	0.23	0.90	0.21	0.21	15.0	4.38	0.92	8	1.00	0.34	300	4.50	1.1	1.57	970.56	973.00	971.93	970.56	967.5
117	116	0.37	0.38	0.14	0.35	16.1	4.26	1.49	12	0.32	0.17	91	2.57	0.6	2.02	968.78	971.93	971.44	967.30	967.0
116	115	0.45	0.62	0.28	0.63	16.7	4.20	2.64	18	0.18	0.06	144	2.52	1.0	4.46	968.62	971.44	971.21	966.61	966.3
						15.0	1.5.5													
RD1	115	0.12	0.90	0.11	0.11	15.0	4.38	0.48	8	1.00	0.09	90	4.50	0.3	1.57	968.61	973.40	971.21	967.91	967.0
RD4	115	0.12	0.90	0.11	0.11	15.0	4.38	0.48	8	1.00	0.09	122	4.50	0.5	1.57	968.64	973.40	971.21	968.23	967.0
	115	0.12	0.50	0.11	0.11	10.0	4.50	0.40	0	1.00	0.03	. 122	4.00	0.0	1.07	300.04	5/ 5.40	211.21	500.23	507.0
115	114	0.50	0.90	0.45	2.25	18.5	4.02	9.05	24	0.17	0.16	104	2.97	0.6	9.33	968.53	971.21	971.21	965.95	965.7
										•	• • • • •									
RD2	114	0.11	0.90	0.10	0.10	15.0	4.38	0.44	8	1.00	0.08	90	4.50	0.3	1.57	968.43	973.40	971.21	967.74	966.8
RD5	114	0.11	0.90	0.10	0.10	15.0	4.38	0.44	8	1.00	0.08	122	4.50	0.5	1.57	968.46	973.40	971.21	968.06	966.8
										-										
114	113	0.50	0.90	0.45	2.90	19.1	3.97	11.51	30	0.10	0.08	146	2.64	0.9	12.97	968.36	971.21	971.20	965.37	965.2
113	112	0.70	0.85	0.60	3.50	20.0	3.89	13.61	30	0.11	0.11	. 104	2.77	0.6	13.60	968.25	971.20	971.20	965.12	965.0
141	112	1.03	0.85	0.88	0.88	15.0	4.38	3.85	18	0.20	0.13	74	2.66	0.5	4.70	968.23	971.20	971.20	965.96	965.8
141	TIZ	1.05	0.00	0.00	0.00	15.0	4.30	3.00	IQ	0.20	0.13		2.00	0.5	4.70	900.23	971.20	971.20	903.90	905.0
140	112	1.61	0.85	1.37	1.37	15.0	4.38	5.99	18	0.37	0.33	74	3.62	0.3	6.39	968.37	971.20	971.20	966.08	965.8
			0.00	1.07	1.07	10.0	1.00						0.02	0.0	0.04	000.07	071120	0.1.20	000.00	000.0
112	111	0.00	0.00	0.00	5.75	20.6	3.83	22.05	36	0.11	0.11	248	3.13	1.3	22.12	968.13	971.20	971.60	964.61	964.3
111	110	0.00	0.00	0.00	5.75	22.0	3.73	21.43	36	0.11	0.10	215	3.13	1.1	22.12	967.86	971.60	964.00	964.24	964.0
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																963.00	Downstrea	am Pipe Cro	own Elevati	วท
103	102							6.29	18	1.00	0.21	33	7.73	0.1	13.66	964.57	966.98	963.00	963.33	963.0
100	192	I	1	1	1	1	1	0.23	10	1.00	V. Z1	د.	<i></i>	0.1	10,00	964.50		am Pipe Cro		
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LEGEND

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	EXIST. EDGE OF PAV
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	PROP. CONC. CURB

R.O.W. LINE BUILDING SETBACK EASEMENT LINE EXIST. CONC. CURB EXIST. EDGE OF GRAVEL EXIST. EDGE OF PAVEMENT EXIST. BRUSH LINE DECIDIOUS TREE EVERGREEN TREE WETLAND LINE EDGE OF WATER OVERHEAD UTILITY LINE UTILITY POLE GUY ANCHOR EXIST. STORM SEWER CATCHBASIN DRAINAGE MANHOLE FLARED END SECTION EXIST. WATERMAIN HYDRANT WATER VALVE EXIST. SANITARY SEWER SANITARY MANHOLE U/G GAS LINE EXIST. 1' CONTOUR EXIST. 5' CONTOUR PROP. WATERMAIN PROP. HYDRANT PROP. VALVE IN WELL PROP. FDC

PROP. STORM SEWER PROP. CATCHBASIN PROP. DRAINAGE MANHOLE PROP. FLARED END SECTION PROP.. SANITARY SEWER PROP. SANITARY MANHOLE PROP. CONC. CURB

AND 240± FEET EAST OF EULER ROAD. ELEVATION = 976.22 (NAVD 88)

BENCHMARK #204 STEAMER ON HYDRANT, LOCATED NEAR THE WESTERLY SIDE OF EULER ROAD AND 18± FEET SW'LY OF CATCH BASIN #3. ELEVATION = 977.94 (NAVD 88)



3 WORKING DAYS BEFORE YOU DIG CALL 811 OR 1-800-482-7171 (TOLL FREE) OR VISIT CALL811.COM

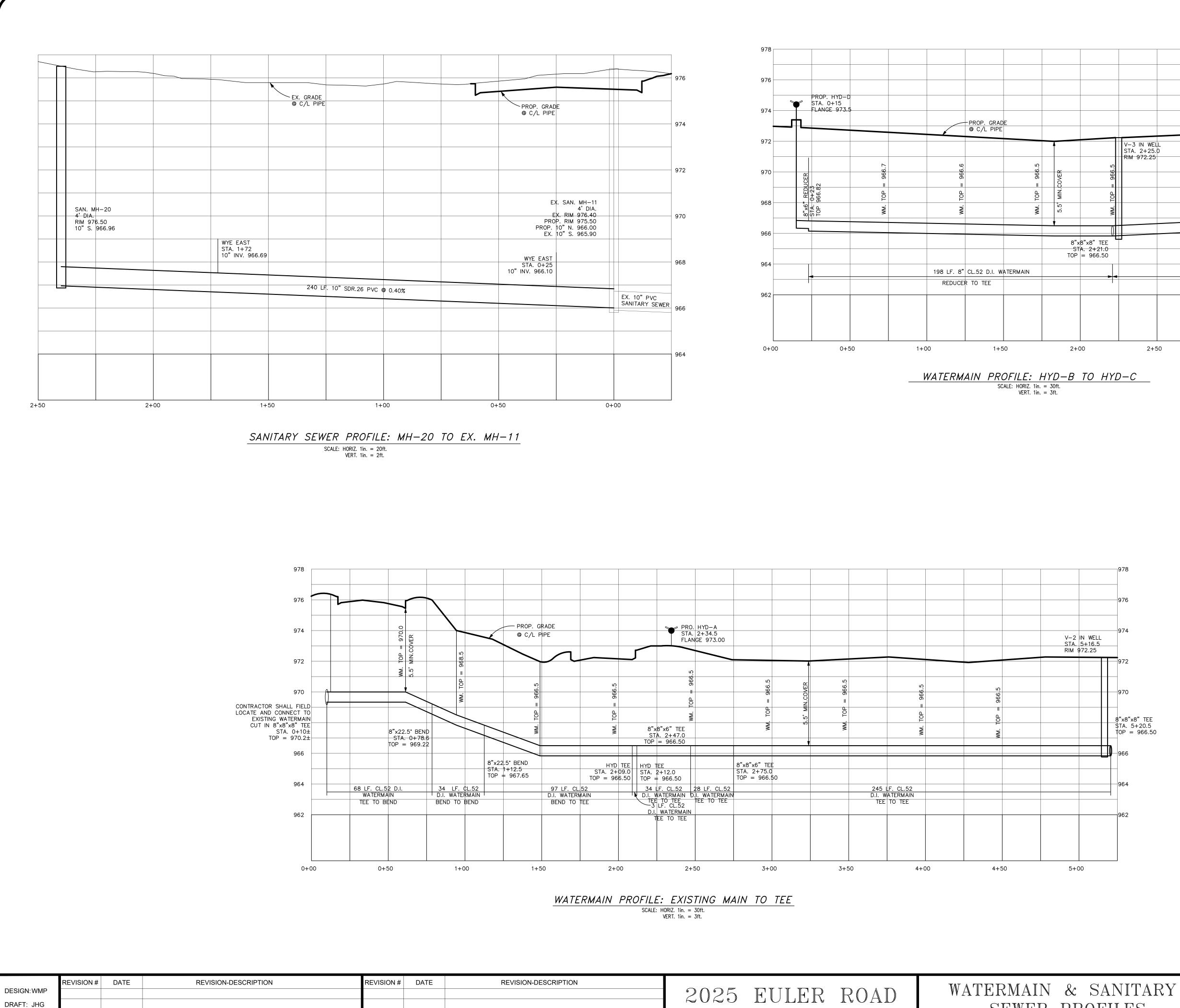


CLIENT:



4M GENOA LLC 2244 EULER ROAD BRIGHTON, MICHIGAN 48114 810-217-7471

SCALE: 1in. = 60ft. PROJECT No.: 234463 DWG NAME: 4463 UT ISSUED: FEB. 9, 2024



REVISION-DESCRIPTION	

CHECK: WMP

2025 EULER ROAD DEVELOPMENT

					1	1		97
								97
						PR	OP. HYD-C A. 3+81.0	
						FL/	ANGE 973.50	*
								97
								97
		V-3 IN WEL STA. 2+25.	L 0					
		RIM 972.25	m					
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2+0	0	2+5	0	3+0	00	3+5		4+00

BENCHMARK DATUM BASED ON NGS OPUS SOLUTION REPORT, DATED APRIL 17, 2023 AT 9:26AM BENCHMARK #201

SPIKE IN THE NE'LY SIDE OF AN UTILITY POLE,

AND 240± FEET EAST OF EULER ROAD.

STEAMER ON HYDRANT, LOCATED NEAR THE

WESTERLY SIDE OF EULER ROAD AND 18± FEET

LOCATED NEAR THE NORTHERLY PROPERTY LINE

THE SW'LY PARCEL CORNER.

BENCHMARK #203

BENCHMARK #204

ELEVATION = 980.62 (NAVD 88)

ELEVATION = 976.22 (NAVD 88)

SW'LY OF CATCH BASIN #3.

ELEVATION = 977.94 (NAVD 88)

ARROW ON HYDRANT, LOCATED NEAR THE WEST SIDE OF EULER ROAD AND $54\pm$ FEET SW'LY OF

> Know what's **below**. Call before you dig.

> 3 WORKING DAYS BEFORE YOU DIG CALL 811 OR 1-800-482-7171 (TOLL FREE) OR VISIT CALL811.COM

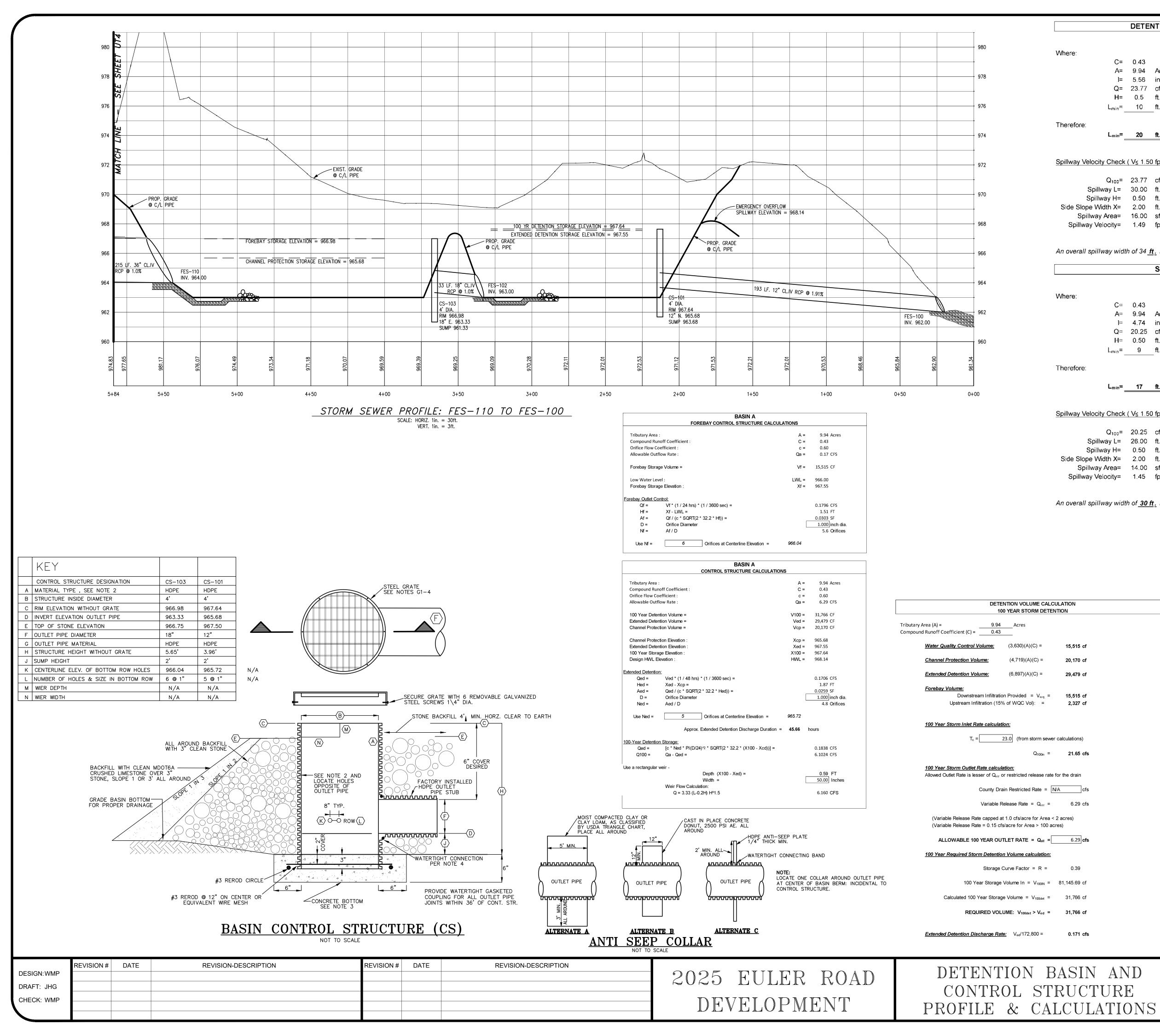


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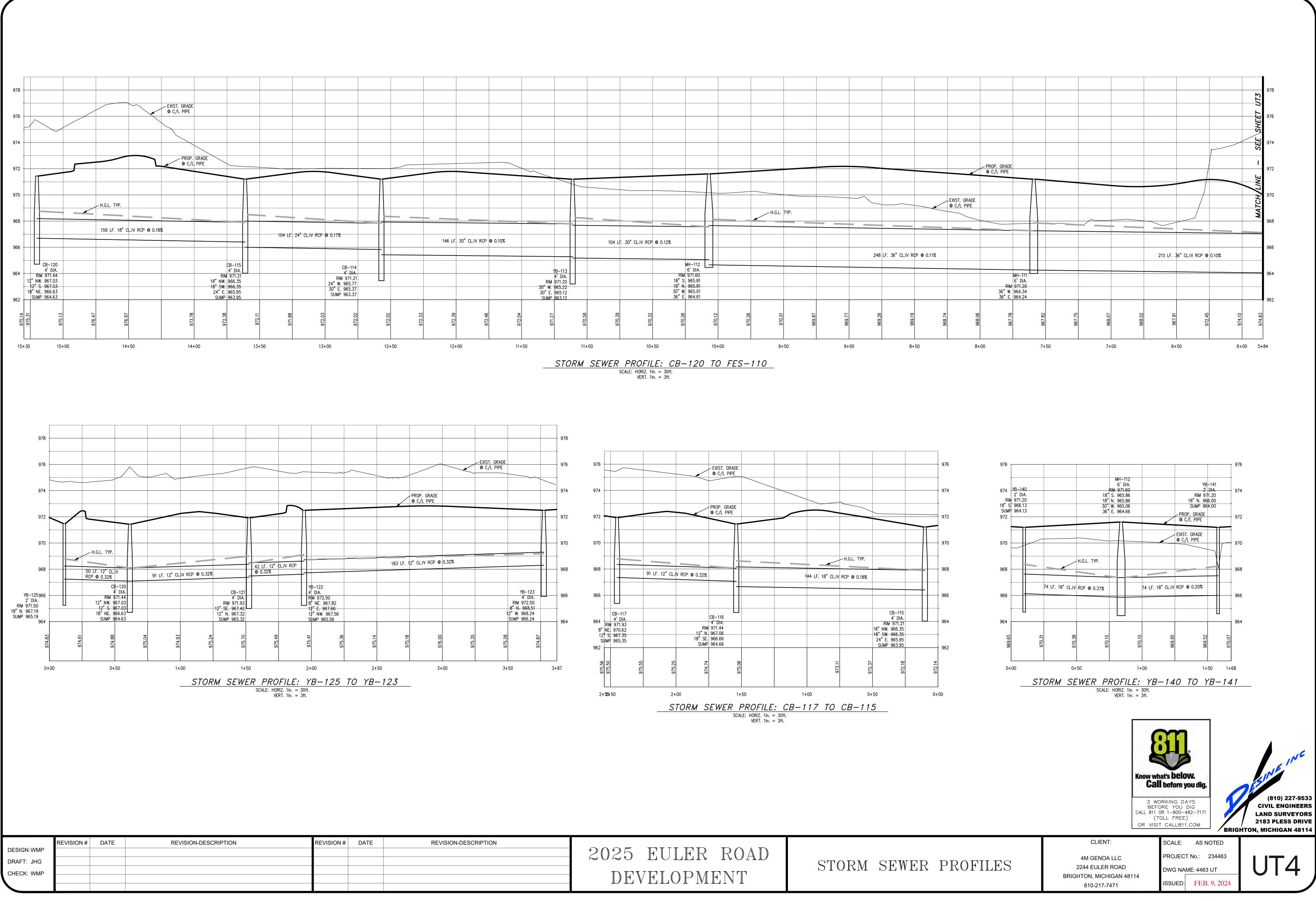
4M GENOA LLC 2244 EULER ROAD BRIGHTON, MICHIGAN 48114 810-217-7471

CLIENT:

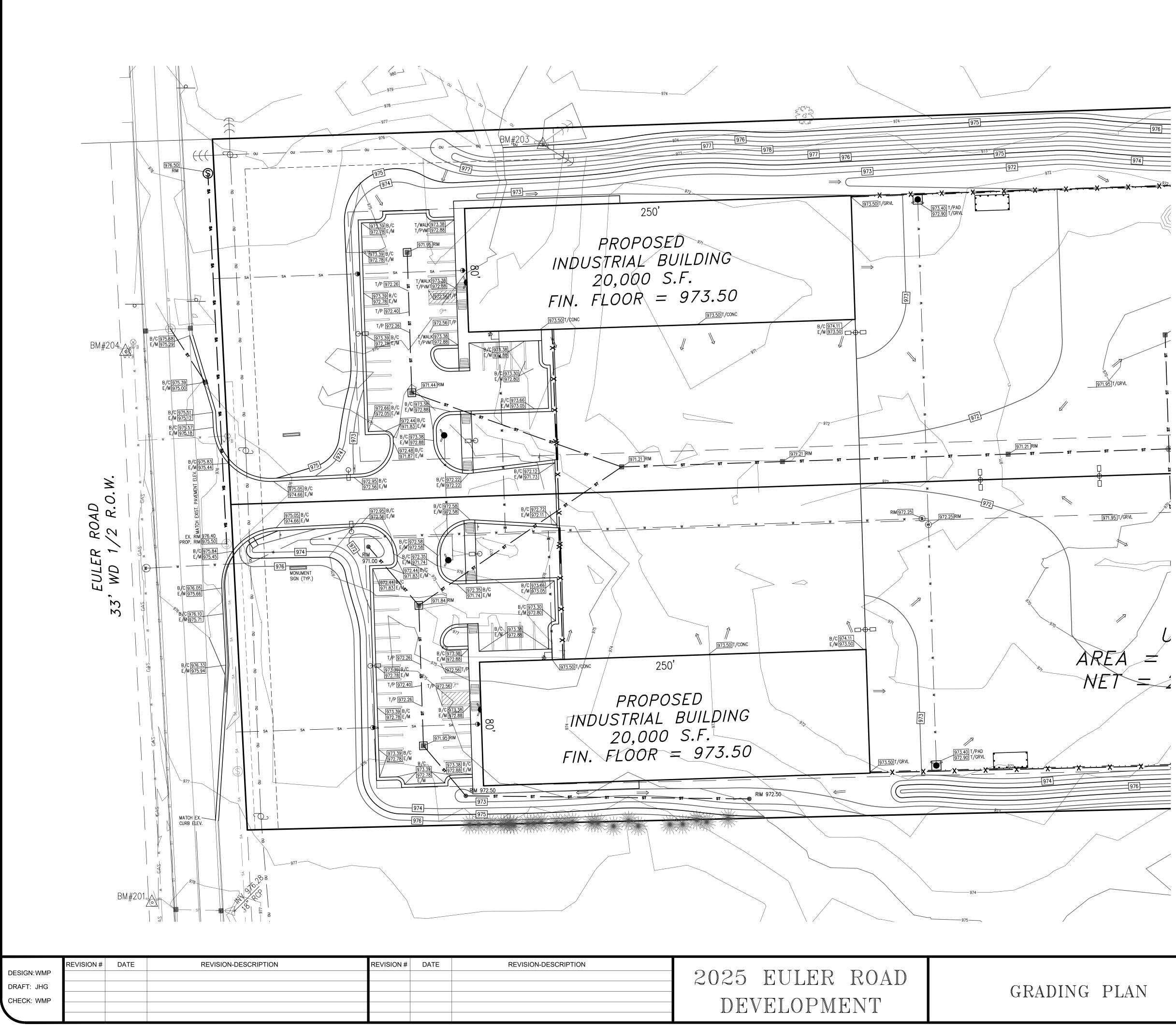
SCALE: AS NOTED PROJECT No.: 234463 DWG NAME: 4463 UT ISSUED: FEB. 9, 2024



D	ETENTION B	ASIN OVERFL	.OW SF	PILLWAY C	ALCULATIO)N			
).43								
l= 5 Q= 2 H=	3.77 cfs (0.5 ft. ((100 Yr. Intensi (Computed flow (Spillway Heigh (Required Minii	per rationt))			
Therefore: L _{min} =	20 ft.	SPILLWAY SIDE SLOPE – WIDTH	x		SPILLV HEICHT		- PROPOSED		
Spillway Velocity Check (V	<u>′≤ 1.50 fps):</u>	-		(TYP.)			PROPOSED BERM TOP NONWOVEN CEDTEXTILE	:	
Spillway L= 3 Spillway H= 0 Side Slope Width X= 2 Spillway Area= 1	3.77 cfs 0.00 ft. 0.50 ft. 2.00 ft. 6.00 sf. 1.49 fps		<u>TY</u>]		STO B' COBBLE				
An overall spillway width o		g proposed for c			ATION				
\									
A= 9 = 4 Q= 2	0.25 cfs ().50 ft. ((10 Yr. Intensity (Computed flow (Spillway Heigh (Required Minii	, per rationt))			
Therefore: L _{min} =	<u>17 ft.</u>	SPILLWAY SIDE S. CPF W DTH	×.	•	L				
Spillway Velocity Check (V	<u>′≤ 1.50 fps):</u>			TON 4 SLOPE	HEICH T			N	
Spillway L= 2	0.25 cfs 6.00 ft. 0.50 ft.		TY		SPILLWA				
Spillway Area= 1	2.00 ft. 4.00 sf. 1.45 fps				NOT TO SCALE	Ξ			
An overall spillway width o	f <u>30 ft.</u> is being	g proposed for c	onstruct	ion.					
			PROPO			- PROTECTION	VOLUME		
		POND DEPTH (FT) 0.0	ELEV. 963.00	CONTOUR AREA (SF) 4,605	A BASIN VOLUME (CF) 0	CONTOUR AREA (SF)	FOREBAY BASIN VOLUME (CF)	VOLUME (CF) 0	
		1.0 2.0 3.0	964.00 965.00 966.00	6,614 8,874 11,334	5,579 13,296 23,375	14,537	0	5,579 13,296 23,375	
		4.0 5.0 6.0	967.00 968.00 969.00	14,007 36,813 40,570	36,022 60,531 99,207	17,329	15,913	51,934 85,972 124,648	
DLUME CALCULATION TORM DETENTION		Forebay Storage E	ELEV.	VOLUME	VOLUME REQ.	ELEVATION			
5		Lower Higher	966.00 967.00	0 15,913	15,515	966.98			
(A)(C) = 15,515 cf		Channel Protection	ELEV. 965.00	VOLUME 13,296	ation: VOLUME REQ. 20,170	ELEVATION 965.68			
A(A)(C) = 20,170 cf (A)(C) = 29,479 cf		Higher	966.00	23,375 PROPOSE		ASIN VOLUME			
				DETENTION CONTOUR ARE/					
d = V _{wq} = 15,515 cf Vol): = 2,327 cf		POND DEPTH (FT) 1.3	ELEV. 965.68 967.00	(SF) 10,461 14,007	(CF) 0 16,067	0 0	0	0 16,067	
		2.3 3.3	968.00 969.00	36,813 40,570	40,576 79,253	0 0	0 0	40,576 79,253	
m storm sewer calculations) Q _{100in} = 21.65 cfs		100 Yr. Detention S Lower Higher	Storage Ele ELEV. 967.00 968.00	vation Calculat VOLUME 16,067 40,576	ion: VOLUME REQ. 31,766	ELEVATION 967.64			
d release rate for the drain		Extended Detentic	ELEV. 967.00 968.00	Elevation Calcu VOLUME 16,067 40,576	lation: VOLUME REQ. 29,479	ELEVATION 967.55			
ted Rate = N/A cfs te = Q _{vrr} = 6.29 cfs									
cre for Area < 2 acres)	ſ	<i>BENCHMARK</i> DATUM BASED ON NGS (REPORT, DATED APRIL 13							
Area > 100 acres) E = Q _{all} =6.29 cfs		BENCHMARK #201 ARROW ON HYDRANT, LC	CATED NEAR	THE WEST	~	20	1		
calculation:	-	SIDE OF EULER ROAD AN THE SW'LY PARCEL CORN ELEVATION = 980.62 (N	ID 54± FEET IER.						
$rac{1}{2}$ row = 0.39	ſ	BENCHMARK #203			4				EINC
= V_{100IN} = 81,145.69 cf = V_{100det} = 31,766 cf	l	SPIKE IN THE NE'LY SIDE LOCATED NEAR THE NOR AND 240± FEET EAST O	THERLY PROP F EULER ROA	ERTY LINE	Know what's	below. fore you dig		SIN	
$v_{det} > V_{ed} = 31,766 \text{ cf}$	ł	ELEVATION = 976.22 (N BENCHMARK #204		Ļ					10) 227-9533
72,800 = 0.171 cfs		STEAMER ON HYDRANT, I WESTERLY SIDE OF EULE SW'LY OF CATCH BASIN ELEVATION = 977.94 (N	R ROAD AND #3.	194 5557	BEFORE CALL 811 OR 1-	FREE)		CIVIL LAND 2183 I	ENGINEERS SURVEYORS PLESS DRIVE
			CLIE	NT:	SC	ALE: AS	NOTED	UN, MICI	HIGAN 48114
N BASIN ANI			4M GEN		PR	OJECT No.:	234463		
STRUCTURE				ER ROAD CHIGAN 4811		/G NAME: 446	53 UT		T3
CALCULATIO	NS	2.401	810-217			SUED: FEI	3. 9, 2024		



975.1	976.0	975.2	974.8	SUMP 965.35 962	SUMP S	966.66		
3	3+00	3+50	3+87	975.56 975.50	975.25 974.74	975.06	973.11	
				2+ 5 50	2+00	1+50	1+00	O
					<u>STORM SE</u>	EWER PROFILE: SCALE: HORIZ. 1in. = 30 VERT. 1in. = 31	Oft.	<u>CB—11</u>
	REVISION-DESCRIP	PTION		2025] DEV]	EULER Elopm		STO	ORM



BENCHMARK DATUM BASED ON NGS OPUS SOLUTION REPORT, DATED APRIL 17, 2023 AT 9:26AM BENCHMARK #201

ARROW ON HYDRANT, LOCATED NEAR THE WEST SIDE OF EULER ROAD AND 54± FEET SW'LY OF THE SW'LY PARCEL CORNER. ELEVATION = 980.62 (NAVD 88)

BENCHMARK #203 SPIKE IN THE NE'LY SIDE OF AN UTILITY POLE, LOCATED NEAR THE NORTHERLY PROPERTY LINE AND 240± FEET EAST OF EULER ROAD. ELEVATION = 976.22 (NAVD 88)

BENCHMARK #204 STEAMER ON HYDRANT, LOCATED NEAR THE WESTERLY SIDE OF EULER ROAD AND $18\pm$ FEET SW'LY OF CATCH BASIN #3. ELEVATION = 977.94 (NAVD 88)



3 WORKING DAYS BEFORE YOU DIG CALL 811 OR 1-800-482-717 (TOLL FREE) OR VISIT CALL811.COM



4M GENOA LLC 2244 EULER ROAD BRIGHTON, MICHIGAN 48114 810-217-7471

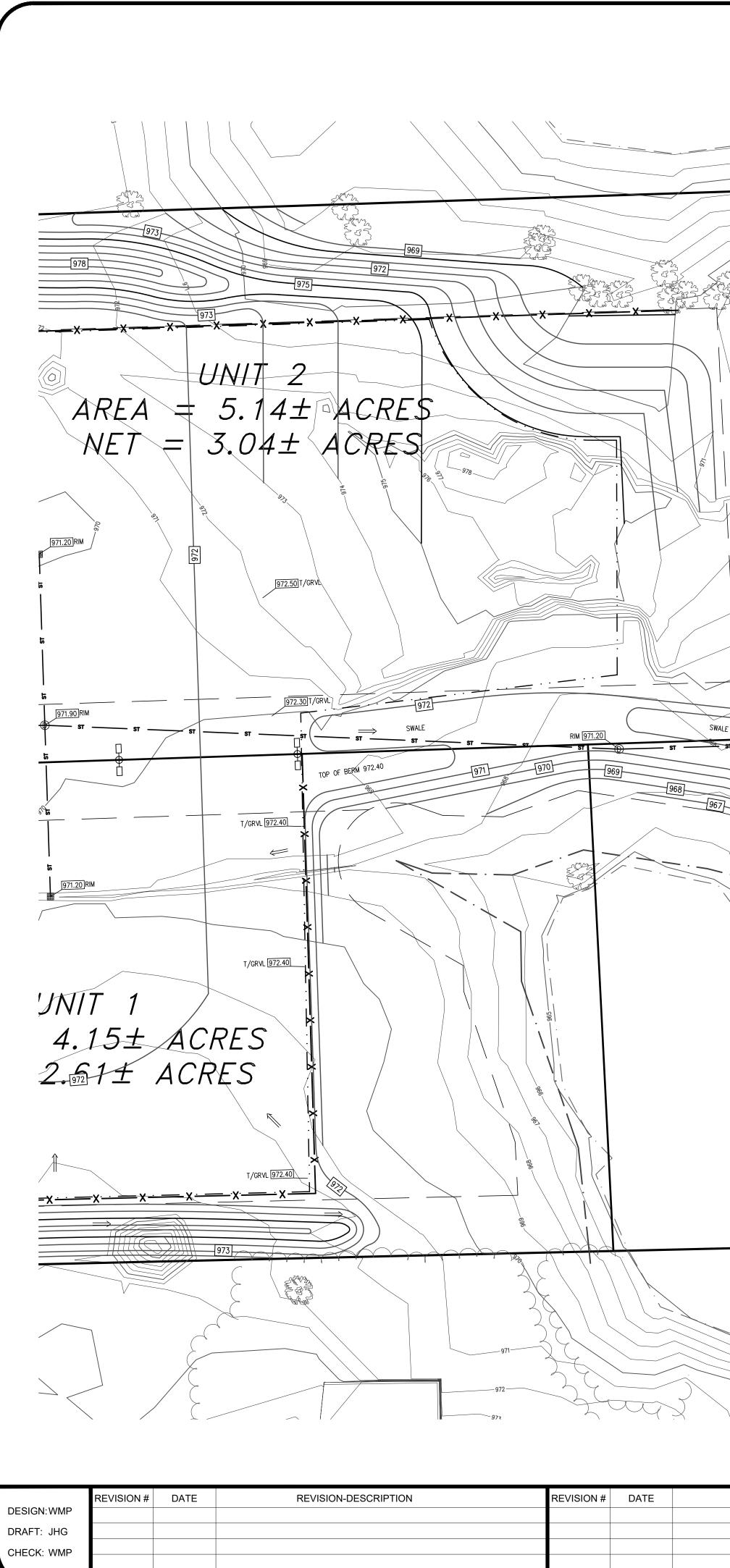
CLIENT:

SCALE: 1in. = 30ft. PROJECT No.: 234463 DWG NAME: 4463 GRD ISSUED: FEB. 9, 2024



GRAF	PHIC SCALE
30 Q	15 30 60
•	IN FEET) [= 30 FEET
LEGE	<i>ND</i> PARCEL BOUNDARY
	R.O.W. LINE
	BUILDING SETBACK
	EASEMENT LINE
	EXIST. CONC. CURB
· · · · · · ·	EXIST. EDGE OF GRAVEL
	EXIST. EDGE OF PAVEMENT
	EXIST. BRUSH LINE
	DECIDIOUS TREE
	EVERGREEN TREE
	WETLAND LINE
	EDGE OF WATER
	OVERHEAD UTILITY LINE UTILITY POLE
(((GUY ANCHOR
st st st	EXIST. STORM SEWER
	CATCHBASIN
\bigcirc	DRAINAGE MANHOLE
\triangleright	FLARED END SECTION
w w w	EXIST. WATERMAIN
V	HYDRANT
\otimes	WATER VALVE
— sa sa sa	EXIST. SANITARY SEWER
S	SANITARY MANHOLE
— GAS GAS	U/G GAS LINE
	EXIST. 1' CONTOUR
	EXIST. 5' CONTOUR
w w w	PROP. WATERMAIN
*	PROP. HYDRANT
۲	PROP. VALVE IN WELL
*	PROP. FDC
# <u> </u>	PROP. STORM SEWER
■ ©	PROP. CATCHBASIN
4	PROP. DRAINAGE MANHOLE PROP. FLARED END SECTION
- • •	PROP. FLARED END SECTION PROP SANITARY SEWER
S	PROP. SANITARY MANHOLE
¥	PROP. CONC. CURB

PROP. CONC. CURB

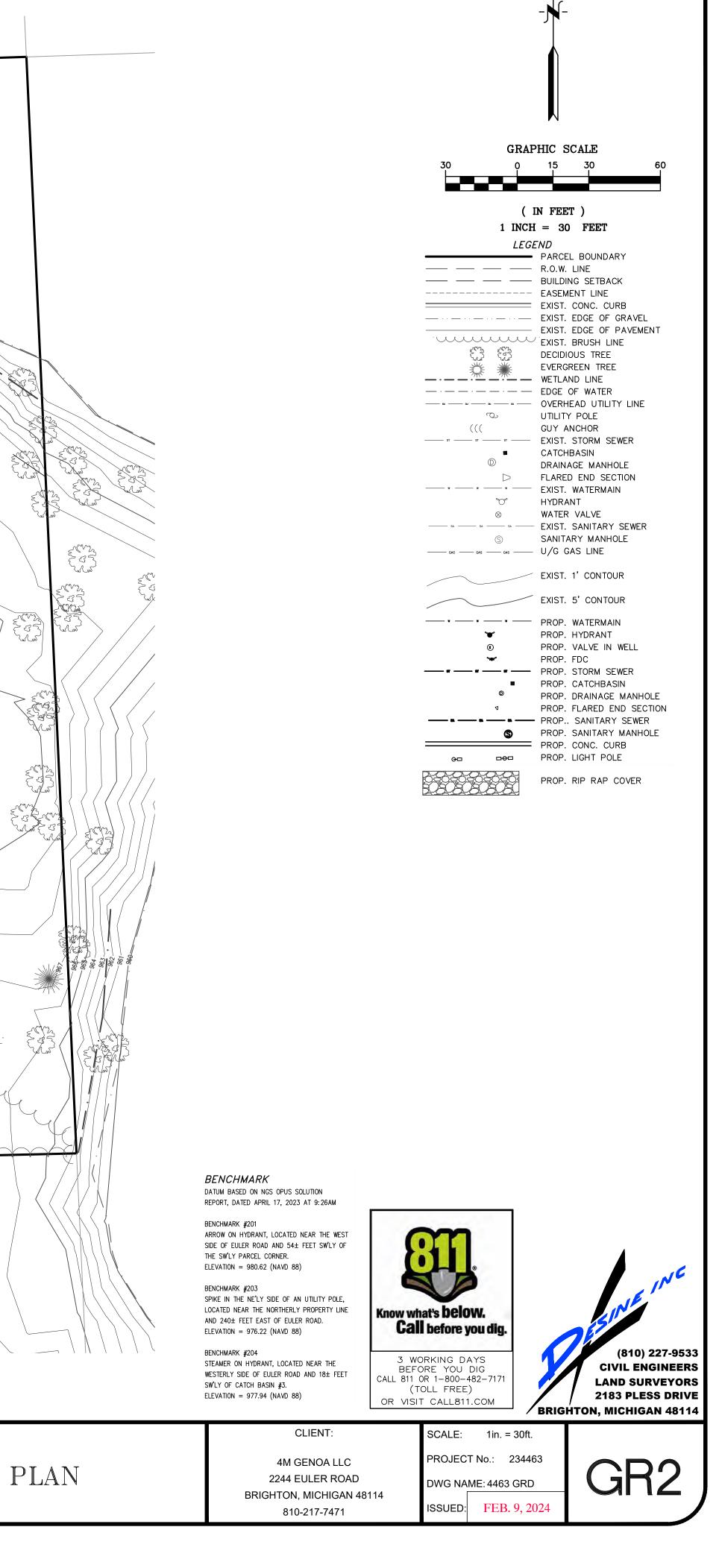


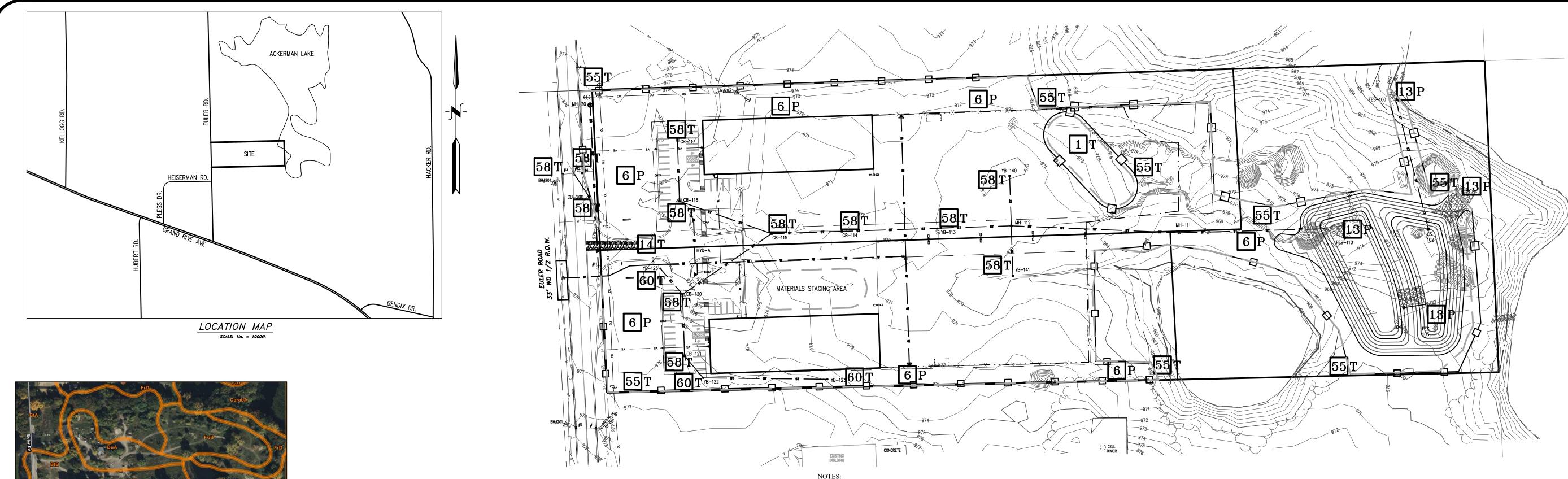
	E STANDA (MARKA)	963 963 963 963		
STA STA	COMMON	963	EDGE OF WATER WETLANDS	
⁵⁷³ GENERAL ⁵⁷³ AREA = 4.4 NET = 2.00	$2\pm ACRE.$ $2\pm ACRES$	S 968	a a	
973	973	970 970	g 97]	
970 970 970 952 970 970 970 970 970 970 970 970 970 970	967 966 965 964 963 963	$\Box \Box $	969 967 966 965 965 964 963 963 963	SPILLWAY EL 968.14
TOP OF BERM = 971.40 971 970 970 970 970	972-	PEBAY -973 STORAGE ELEV. = 966.98 CHANEL PROTECTION ELEV. 965.68	DETENTION BASIN 110 YR STORAGE ELEV 967.64 EXTENDED STORAGE ELEV. 967.55	
EDGE OF WATER		SPILLWAY ELEV. 966.98		
			970	
		970	970	
		2		

2025	EULER	ROAD
DEV	ELOPMI	ENT

REVISION-DESCRIPTION

GRADING PLAN







SOILS MAP NOT TO SCALE

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
BtA	Boyer-Oshtemo loamy sands, 0 to 2 percent slopes	10.6	33.3%
BtB	Boyer-Oshtemo loamy sands, 2 to 6 percent slopes	8.7	27.3%
BtD	Boyer-Oshtemo loamy sands, 12 to 18 percent slopes	0.0	0.2%
BuA	Brady loamy sand, 0 to 2 percent slopes	2.1	6.7%
CarabA	Carlisle muck, 0 to 2 percent slopes	4.6	14.4%
FoB	Fox sandy loam, 2 to 6 percent slopes	3.0	9.4%
FrD	Fox-Boyer complex, 12 to 18 percent slopes	2.8	8.7%
Totals for Area of Interest		32.0	100.0%

MAINTENANCE NOTES FOR SOIL EROSION CONTROL MEASURES:

The Construction Site and all Soil Erosion Control Measures shall be inspected periodically in accordance with the appropriate local municipality/authority and the Michigan EGLE NPDES rules and regulations. At a MINIMUM, inspections shall be performed once a week and within 24 hours following a storm event resulting in 1" of rainfall or greater. Inspections shall be performed throughout the duration of the construction process and until the site is completely stabilized. Following construction, the owner (or its assignee) shall periodically inspect all permanent soil erosion control measures to ensure proper operation.

MUD TRACKING CONTROL DEVICE / CONSTRUCTION ACCESS: Mud tracking control devices shall be inspected for significant mud accumulation and to ensure the access is not eroding into public rights of way or drainage features. Add additional layers of stone or remove and replace stone each time the stone becomes covered with mud. All sediment dropped or eroded onto public rights of way shall be removed immediately. Sweeping of the public rights or way and/or paved access route shall be performed as necessary to maintain the access route free of sediment and debris.

SEEDING: Newly seeded areas shall be inspected until substantial vegetative growth is obtained. Seeded areas shall be inspected to ensure erosion is not occurring in the seeded area and vegetative growth is promoted. Eroded areas shall be finish graded as necessary to removal erosion channels or gulleys and new seed placed as soon as weather permits.

SILT FENCE: Silt fencing shall be inspected for soil accumulation/clogging, undercutting, overtopping and sagging. Soil accumulation shall be removed from the face of the silt fence each time it reaches half the height of the fence. Removed sediment shall be disposed of in a stable upland site or added to a spoils stockpile. When undercutting occurs, grade out areas of concentrated flow upstream of the silt fence to remove channels and/or gulleys and repair or replace silt fence ensuring proper trenching techniques are utilized. Silt fencing, which sags, falls over or is not staked in shall be repaired or replaced immediately. Silt fencing fabric, which decomposes or becomes ineffective, shall be removed and replaced with new fabric immediately. Silt fencing shall be removed once vegetation is well established and the up-slope area is fully stabilized.

STOCKPILES: Temporary and permanent topsoil and spoils stockpiles shall be seeded to promote vegetative growth. Stockpiles shall be inspected to ensure excessive erosion has not occurred. When runoff or wind erosion is evident, reduce the side slopes of the stockpile or stabilize the stockpile with pieces of staked sod laid perpendicular to the slope. When filter fencing is used around a stockpile, the fencing shall be inspected to ensure piping has not occurred under the fencing and to ensure the fencing has not collapsed due to soil slippage or access by construction equipment. Repair or replace damaged fencing immediately. Berms at the base of stockpiles, which become damaged, shall be replaced.

STORM STRUCTURE INLET FILTER: Inlet filters shall be inspected for sediment accumulation, clogging and damage. When stone is used in conjunction with inlet filter fabric, replace the stone each time it becomes clogged with sediment. Clean or replace the inlet filter fabric each time it becomes clogged with sediment. Reinstall or replace fallen filter fabrics immediately. Replace damaged filter fabrics immediately.

SOIL EROSION AND SEDIMENTATION CONTROL NOTES:

- 2. The Soil Erosion and Sedimentation Control (SESC) Permit Holder shall be responsible for compliance with the SESC Permit requirements for the duration of the project and until receipt of final approval from the Permitting Agency. For any site with an earth disturbance area of 1 acre or greater, the SESC Permit Holder shall retain a Certified Storm Water Operator in accordance with the SESC Permit requirements. The Certified Storm Water Operator shall perform routine inspections of the site and the SESC measures and file inspection reports in accordance with the SESC permit requirements. For any site with an earth disturbance area of 5 acres or greater, the SESC Permit Holder shall file a National Pollutant Discharge Elimination System (NPDES) Notice of Coverage Form with the State DEQ prior to any earth disruption.
- prior to massive earth disruption, including but not limited to; silt fence, mud tracking control mats and sediment filters on existing storm sewer structures. Demolition work may be necessary prior to installation of some soil erosion control measures. In such cases, postpone installation of affected soil erosion control measures until immediately following demolition work. Refer to the Project Plans and the Soil Erosion Control and Construction Sequence for additional requirements.
- 4. The Contractor shall schedule work so as to minimize the period of time that an area is exposed and disturbed. The Contractor shall observe the grading limits and limits of disturbance in accordance with the Project Plans. The Contractor shall maintain an undisturbed vegetative buffer around the work when shown on the Project Plans.
- 5. The Contractor shall install and maintain Soil Erosion Control Measures in accordance with the Project Plans during the appropriate phases of construction. The Project Plans show the minimum requirements for Soil Erosion Control Measures. The Contractor shall install additional Soil Erosion Control Measures as necessary due to site conditions and as directed by the Permitting Agency and/or Engineer. The Contractor shall perform routine inspection and maintenance of all Soil Erosion Control Measures to ensure compliance with the permit requirements and proper operation of the Soil Erosion Control Measures.
- 6. The Contractor shall strip and stockpile topsoil from all areas of proposed disturbance. Topsoil stockpiles shall be located in accordance with the Project Plans. Topsoil stockpiles shall be stabilized with vegetative growth (or matted with straw during the non-growing season) to prevent wind and water erosion. A temporary diversion berm and/or silt fence shall encompass all earthen material stockpiles, including but not limited to topsoil, sand and gravel.
- 7. The Contractor shall install Soil Erosion Control Measures associated with the proposed storm sewer system during storm sewer construction. Inlet structure filters shall be installed immediately following completion of each storm inlet structure. Riprap shall be installed immediately following the installation of each flared end section with the following exception: Storm drain outlets that do NOT empty into a Retention, Detention or Sedimentation Basin shall have a temporary 5' wide x 10' long x 3' deep sump installed at the termination of the storm sewer. Upon completion of the stabilization work, the sump area shall be filled and riprap shall be installed in accordance with the Project Plans.
- Plans immediately following installation of the control structure(s). The filter stone shall be monitored for sediment build up. The filter stone may need to be cleaned and/or replaced as site conditions require and as directed by the Permitting Agency and/or the Engineer.
- areas shall be restored with a minimum of 3-inches of topsoil, then seeded and mulched, unless noted otherwise on the Project Plans. During the non-growing season, temporary stabilization shall be provided using straw matting or as directed by the Permitting Agency and/or the Engineer.

Seeding, Fertilizer and Mulch Bare Ground Ratio: This information is provided as minimum guidance for acceptable application rates. Actual amounts depending on soil conditions and site topography shall be detailed on the construction plans.

- **Top-Soil** 3 inches in depth. Grass Seed 210 lbs. per acre. **Fertilizer** 150 lbs. per acre.
- **Straw Mulch** 3" in depth 1.5 to 2 tons per acre (All mulch must have a tie down, such as tackifier, net binding, etc.) Hydro-Seeding: Hydro-seeding is not acceptable for slopes exceeding 1%, in such cases; stabilization shall be
- done with seed and straw mulch with a tackifier. 10. Following complete site restoration and stabilization; sediment shall be removed from all storm sewer
- structures, paved areas and storm basins. The SESC Permit Holder shall contact the Permitting Agency to request closure of the SESC Permit. For any site with an earth disturbance area of 5 acres or greater, the SESC Permit Holder shall file a NPDES Notice of Termination Form with the State DEQ.

	REVISION #	DATE	REVISION-DESCRIPTION	REVISION #	DATE
DESIGN:WMP					
DRAFT: JHG					
CHECK: WMP					

1. The Soil Erosion and Sedimentation Control Specifications of the appropriate Local, County and/or State Agencies are a part of this work. Refer to the General Notes on the Project Plans for additional requirements.

3. The Contractor shall install the appropriate Soil Erosion Control Measures in accordance with the Project Plans

8. The Contractor shall install filter stone around the storm basin control structure(s) in accordance with the Project

9. All disturbed areas outside of paved areas shall be restored within 15 days of finish grading. Proposed vegetative

1. The permit is not for individual building units, It is required that temoprary stabilization of the entire site be completed and approval from the Livingston County Drain Commissioner's office be obtained prior to the issuance of permits for individual building units.

2. Any dewatering required shall have a dewatering plan submitted prior to starting any activity that may require EGLE approval

3. Construct Retention/Detention and Sedimentation Basins, including associated spillways, in accordance with the project plans. Finish grade, top soil, seed and mulch in Retention/Detention and Sedimentation Basins, tacked and ringed with silt fence prior to massive earth disruption. Install temporary Soil Erosion Control Measures as necessary to stabilize Retention/Detention and Sedimentation Basins.

DISTANCE TO NEAREST WATER = ON-SITEAREA OF DISTURBANCE = 10.10 ac.

SOIL EROSION CONTROL AND CONSTRUCTION SEQUENCE:

1. Obtain all necessary Soil Erosion and Sedimentation Control related permits from the appropriate Local, County and/or State Agencies. Refer to the General Notes on the project plans for additional requirements

- 2. Prior to commencement of any earth disruption, install Silt Fence, Tree Protection, Mud Tracking Control Devices, Culvert Sediment Traps on existing culvert inlets and Inlet Sediment Filters at existing storm sewer catch basins in accordance with the Soil Erosion and Sedimentation Control Plan and the Soil Erosion and Sedimentation Control Permit.
- 3. Inspect and maintain all Soil Erosion Control Measures daily. Maintain all Soil Erosion Control Measures as necessary and as directed by the Engineer and/or the Permitting Agency.
- 4. Perform demolition and tree clearing work. Install appropriate Soil Erosion Control Measures in accordance with the Soil Erosion and Sedimentation Control Plan
- and/or as directed by the Engineer and/or the Permitting Agency. 5. Strip and stockpile topsoil. Dispose of excess topsoil offsite. Perform mass grading and land balancing. Install appropriate Soil Erosion Control Measures in accordance with the Soil Erosion and Sedimentation Control Plan and/or as directed by the Engineer and/or the Permitting Agency.
- 6. Construct building in accordance with the Project Plans. Install appropriate Soil Erosion Control Measures in accordance with the Soil Erosion and Sedimentation Control Plan and/or as directed by the Engineer and/or the Permitting Agency.
- 7. Construct underground utilities including sanitary sewer lead, sanitary sewer main, water leads, water main, storm sewer, and conduit for underground public utilities. Install appropriate Soil Erosion Control Measures, including Inlet Sediment Filters on new catch basins and Culvert Sediment Traps on new culverts, in accordance with the Soil Erosion and Sedimentation Control Plan and/or as directed by the Engineer and/or the Permitting Agency.
- 8. Install light pole bases and fixtures and underground electric. Install appropriate Soil Erosion Control Measures in accordance with the Soil Erosion and Sedimentation Control Plan and/or as directed by the Engineer and/or the Permitting Agency.
- 9. Construct curb & gutter, sidewalk and paved parking and roadway areas. Install appropriate Soil Erosion Control Measures in accordance with the Soil Erosion and Sedimentation Control Plan and/or as directed by the Engineer and/or the Permitting Agency.
- 10. Backfill curb and sidewalks and finish grade all disturbed areas outside of pavement areas. Install appropriate Soil Erosion Control Measures in accordance with the Soil Erosion and Sedimentation Control Plan and/or as directed by the Engineer and/or the Permitting Agency. 11. Place sod / topsoil / hydroseed / seed & mulch within 5 days of finish grade for establishment of vegetative ground cover outside of pavement and mulched
- landscape bed areas. Install appropriate Soil Erosion Control Measures in accordance with the Soil Erosion and Sedimentation Control Plan and/or as directed by the Engineer and/or the Permitting Agency.
- 12. Landscape site in accordance with the Project Landscape Plan. Install appropriate Soil Erosion Control Measures in accordance with the Soil Erosion and Sedimentation Control Plan and/or as directed by the Engineer and/or the Permitting Agency.

13. Following establishment of sufficient vegetative ground cover and receipt of approval from the Permitting Agency, remove all *temporary* Soil Erosion Control Measures, clean all storm sewer structures, and repair any permanent Soil Erosion Control Measures as directed by the Engineer and/or the Permitting Agency.

TIME LINE OF SOIL EROSION CONTROL AND CONSTRUCTION SEQUENCE

CONSTRUCTION & WORK											С	DN:	STI	RU	ст	101	N P	ΡEF	RIC	D										_	_	_	
CATEGORIES*	Month			1				2			3	3			- 4				5 6				7				8						
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1. OBTAIN PERMITS																																	
2. INSTALL INITIAL SESC MEASURES																																	
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4. DEMOLITION WORK																																	
5. EARTH WORK																																	
6. BUILDING CONSTRUCTION																																	
7. UNDERGROUND UTILITY WORK																																	
8. SITE LIGHTING WORK																																	
9. CURB, SIDEWALK & PAVEMENT W	ORK																																
10. BACKFILL & FINISH GRADE WORK	<																																
11. TOPSOIL, SEED & MULCH																																	
12. LANDSCAPE WORK																																	
13. REMOVE TEMPORARY SESC MEAS	SURES																																

*REFER TO THE MAJOR WORK ITEMS OUTLINED IN THE SOIL EROSION CONTROL AND

CONSTRUCTION SEQUENCE NOTES.

REVISION-DESCRIPTION	

2025 EULER ROAD DEVELOPMENT

SOIL EROSION CONTROL LEGEND

1	STRIPPING & STOCKPILING TOPSOIL	TOPSOIL MAY BE STOCKPILED ABOVE BORROW AREAS TO ACT AS A DIVERSION STOCKPILE SHOULD BE TEMPORARILY SEEDED
6	SEEDING WITH MULCH AND/OR MATTING	Facilitates establishment of vegetative cover EFFECTIVE FOR DRAINAGEWAYS WITH LOW VELOCITY EASILY PLACED IN SMALL QUANTITIES BY INEXPERIENCED PERSONNEL SHOULD INCLUDE PREPARED TOPSOIL BED
13	RIPRAP, RUBBLE, GABIONS	USED WHERE VEGETATION IS NOT EASILY ESTABLISHED EFFECTIVE FOR HIGH VELOCITIOS OR HIGH CONCENTRATION PERMITS RUNOFF TO INFILTRATE SOIL DISSIPATES ENERGY FLOW AT SYSTEM OUTLETS
14	AGGREGATE COVER	STABILIZES SOIL SURFACE, THUS MINIMIZING EROSION PERMITS CONSTRUCTION TRAFFIC IN ADVERSE WEATHER MAY BE USED AS PART OF PERMANENT BASE CONSTRUCTION OF PAVED AREAS
55	GEOTEXTILE SILT FENCE	USES GEOTEXTILE AND POSTS OR POLES MAY BE CONSTRUCTED OR PREPACKAGED EASY TO CONSTRUCT AND LOCATE AS NECESSARY
58	inlet sediment filter	USES PREPACKAGED GEOTEXTILE SACKS FILTERS SEDIMENT FROM RUNOFF AT CATCH BASIN INLET EASY TO INSTALL AND MAINTAIN
60	INLET FILTER CAGE	PREVENTS SEDIMENT FROM ENTERING STORM SYSTEM AT STRUCTURES USES GEOTEXTILE FABRIC AND PREFABED WIRE CAGE SILT FENCE CAN NOT BE USED

LEGAL DESCRIPTION SUBSQUENT TO SURVEY Also described as related to the Grid North of State Plane Coordinated System as defined in Michigan Coordinate System Act 9 of 1964, Section 5a(c) as follows:

Situated in the Township of Genoa, County of Livingston and State of Michigan,

as described as follows:

Commencing at the Northwest Corner of Section 13, Town 2 North, Range 5 East, Genoa Township, Livingston County, Michigan; thence N88°06'58"E 1308.19 feet (recorded as N88°12'13"E 1305.90 feet) along the North line of said Section 13 to the nominal centerline of Euler Road (33-foot wide 1/2 Right-of-Way) and the **PLACE OF BEGINNING**; thence continuing N88°06'58"E (recorded as N88°47'01"E) 1220.41 feet along said North line to a Brass Cap stamped "Livingston Co. Remonumentation Witness" as recorded in L.C.R.C. Document No. 2021CR-0020;

thence continuing N88°06'58"E (recorded as N88°47'01"E) 129.89 feet to the North 1/4 Corner (as calculated) of said Section 13, said Corner being under water:

thence S02°37'00"E (recorded as S01°58'40"E) 129.95 feet (as calculated) along the North-South 1/4 line of said Section 13 to a Brass Cap stamped "Livingston Co. Remonumentation Witness" as recorded in said L.C.R.C.; thence continuing S02°37'00"E (recorded as S01°58'40"E) 330.10 feet along said North-South 1/4 line of said Section 13 to North line of the South 200 feet of the North 1/2 of the Northeast 1/4 of the Northwest 1/4 of said Section 13 as monumented;

thence S88*40'22"W 1348.43 feet (recorded as S88*47'01"W 1348.63 feet) along said North line of the South 200 feet of the North 1/2 of the Northeast 1/4 of the Northwest 1/4 of Section 13 as monumented to said nominal centerline of Euler Road; thence N02°53'12"W 446.98 feet (recorded as N02°30'21"W 460.00 feet) to

the Place of Beginning. Being a part of the Northwest 1/4 of Section 13, Town 2 North, Range 5 East, Genoa Township, Livingston County, Michigan. Containing 14.05 acres of

land, more or less (which includes the bottom lands of ponds). Subject to the rights of the public over the Westerly 33 feet thereof as occupied by Euler Road, also subject to and together with all easements and restrictions affecting title to the above described premises.

-	
30 O 	IC SCALE 40 80 160 FEET) = 80 FEET
	DECIDIOUS TREE EVERGREEN TREE WETLAND LINE EDGE OF WATER OVERHEAD UTILITY LINE UTILITY POLE GUY ANCHOR EXIST. STORM SEWER CATCHBASIN DRAINAGE MANHOLE FLARED END SECTION EXIST. WATERMAIN HYDRANT WATER VALVE EXIST. SANITARY SEWER SANITARY MANHOLE U/G GAS LINE
ST ST ST ST ST ST ST ST	EXIST. 1' CONTOUR EXIST. 5' CONTOUR PROP. WATERMAIN PROP. HYDRANT PROP. VALVE IN WELL PROP. FDC PROP. STORM SEWER PROP. CATCHBASIN PROP. DRAINAGE MANHOLE PROP. FLARED END SECTION PROP SANITARY SEWER PROP. SANITARY MANHOLE PROP. CONC. CURB
DATU	NCHMARK M BASED ON NGS OPUS SOLUTION RT, DATED APRIL 17, 2023 AT 9:26AM

BENCHMARK #201 ARROW ON HYDRANT, LOCATED NEAR THE WEST SIDE OF EULER ROAD AND 54± FEET SW'LY OF THE SW'LY PARCEL CORNER. ELEVATION = 980.62 (NAVD 88)

BENCHMARK #203

SPIKE IN THE NE'LY SIDE OF AN UTILITY POLE, LOCATED NEAR THE NORTHERLY PROPERTY LINE AND 240± FEET EAST OF EULER ROAD. ELEVATION = 976.22 (NAVD 88)

BENCHMARK #204

STEAMER ON HYDRANT, LOCATED NEAR THE WESTERLY SIDE OF EULER ROAD AND 18± FEET SW'LY OF CATCH BASIN #3. ELEVATION = 977.94 (NAVD 88)



(810) 227-9533 **CIVIL ENGINEERS** LAND SURVEYORS 2183 PLESS DRIVE

BRIGHTON, MICHIGAN 48114

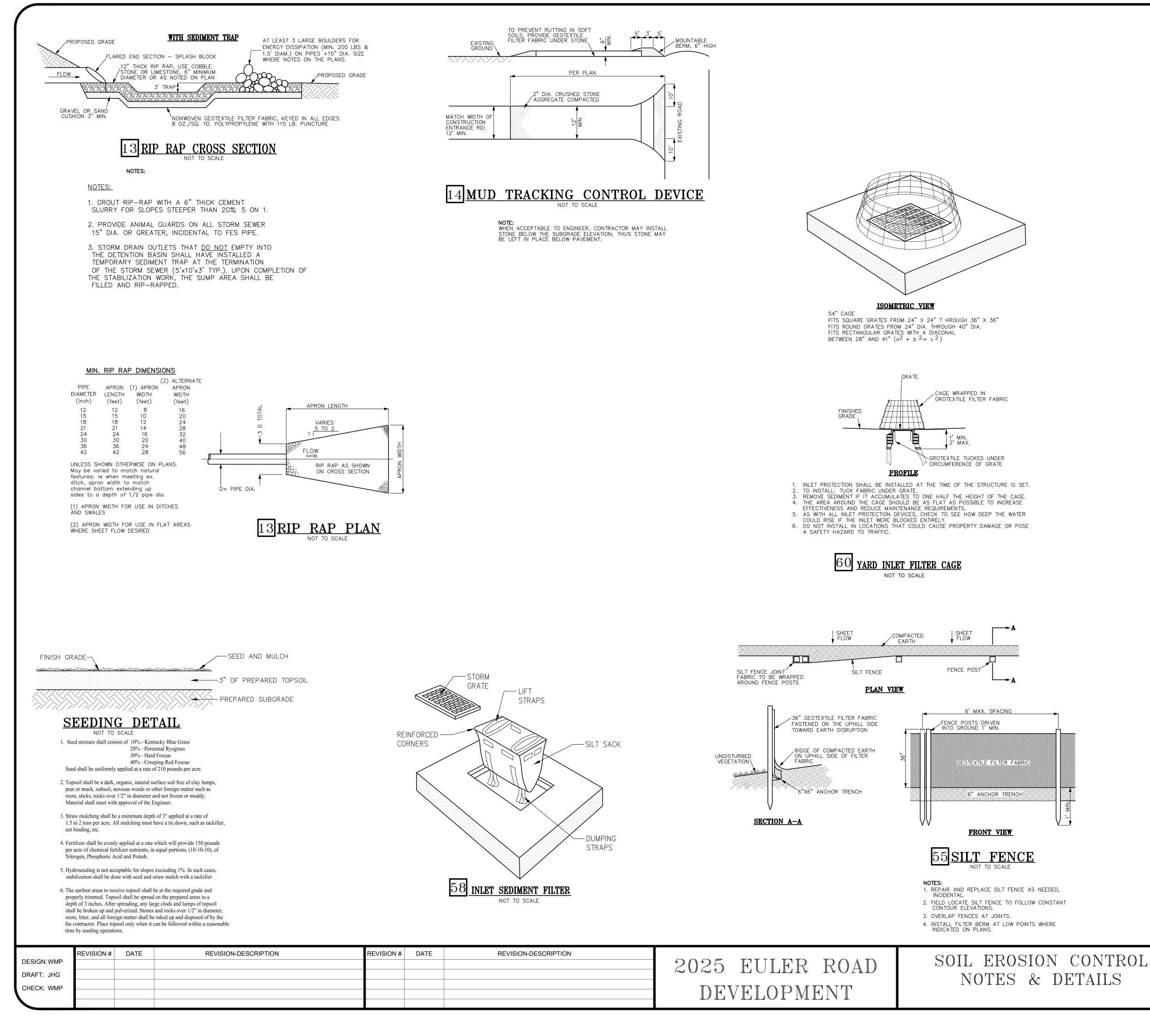
SOIL EROSION CONTROL PLAN

4M GENOA LLC 2244 EULER ROAD BRIGHTON, MICHIGAN 48114 810-217-7471

CLIENT:

PROJEC	T No.:	234463
DWG NA	ME: 446	33 SE
ISSUED:	FE	B. 9, 2024

SCALE: 1in. = 80ft.



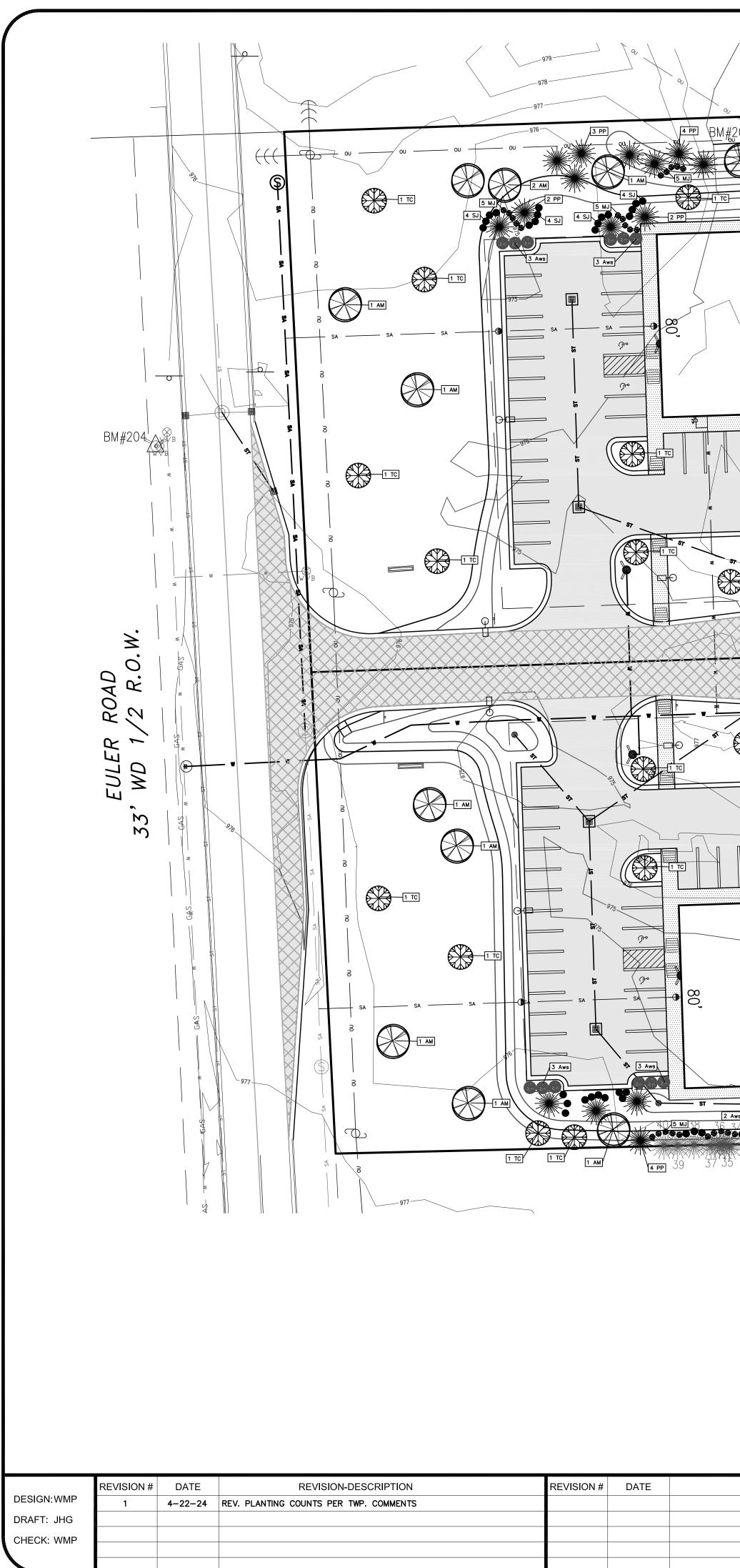
CLIENT:

4M GENOA LLC 2244 EULER ROAD BRIGHTON, MICHIGAN 48114 810-217-7471

SCALE: AS NOTED PROJECT No.: 234463 DWG NAME: 4463 SE ISSUED: FEB. 9, 2024



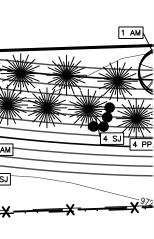
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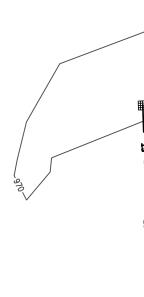
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			SCHEDULE		
		TREES QTY SYM 21 AM	BOTANICAL NAME QUERCUS RUBRA	COMMON NAME AMUR MAPLE	SIZE 3"CAL.
		21 AM 26 TC 83 PP	QUERCUS RUBRA TILLA CARDATTA "GREENSPIRE" PICEA PUNGENS	AMUR MAPLE LITTLE LEAF LINDEN COLORADO SPRUCE	3 CAL. 2.5" CAL. 6'HT.
		SHRUBS			
	- #	QTY SYM 92 MJ	BOTANICAL NAME JUNIPERUS SCOPULORUM 'MEDORA'	COMMON NAME MEDORA JUNIPER	SIZE 3'HT.
		56 Aws 100 SJ	SPIRAEA BUMALDA 'AWS' SPIRAEA J. 'SHIROBANA'	ANTHONY WATERER SPIREA SHIROBANA SPIRAEA	24"HT. 24"HT.

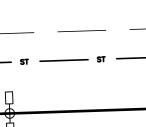
REVISION-DESCRIPTION

2025 EULER ROAD DEVELOPMENT







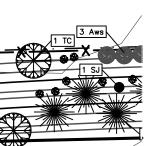


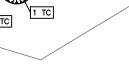








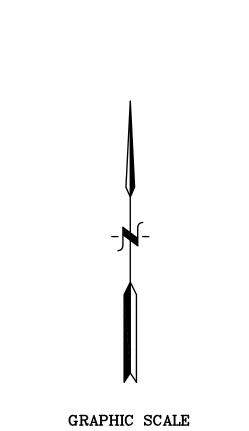




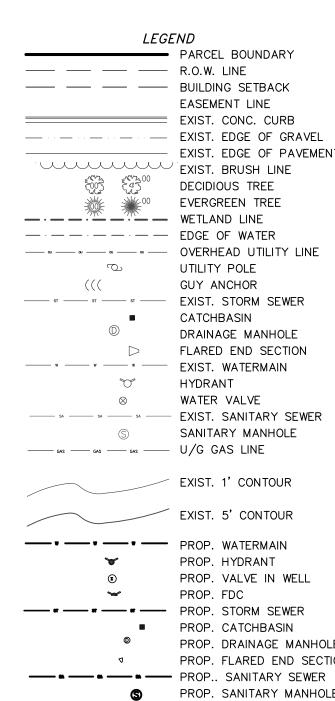




'НТ. ' HT.



(IN FEET) 1 INCH = 60 FEET



PARCEL BOUNDARY EASEMENT LINE EXIST. CONC. CURB EXIST. EDGE OF PAVEMENT GUY ANCHOR CATCHBASIN DRAINAGE MANHOLE ▷ FLARED END SECTION WATER VALVE S SANITARY MANHOLE EXIST. 1' CONTOUR EXIST. 5' CONTOUR PROP. HYDRANT PROP. VALVE IN WELL

PROP. FDC PROP. CATCHBASIN PROP. DRAINAGE MANHOLE S PROP. SANITARY MANHOLE PROP. CONC. CURB □→□ PROP. LIGHT POLE

REQUIRED LANDSCAPING CALCULATIONS

DETENTION BASIN LANDSCAPING

1 CANOPY TREE & 10 SHRUBS PER 50 L.F. OF PERIMETER

736 L.F. DETENTION BASIN PERIMETER

15 REQUIRED TREES

150 REQUIRED SHRUBS

15 PROVIDED TREES

150 PROVIDED SHRUBS

ROAD FRONTAGE LANDSCAPING

1 CANOPY TREE PER 40 L.F. OF ROAD FRONTAGE

447 L.F. OF ROAD FRONTAGE

12 REQUIRED CANOPY TREES

12 PROVIDED CANOPY TREES

NORTH PROPERTY LINE LANDSCAPING

REQUIRED BUFFER ZONE A LANDSCAPING

50 FOOT WIDE WITH 4 FOOT HIGH BERM

1 CANOPY TREE, 2 EVERGREEN TREES, & 4 SHRUBS PER 20 L.F. OF BOUNDARY

946.20 L.F. OF PROPERTY LINE

48 CANOPY TREES, 96 EVERGREEN TREES, & 192 SHRUBS REQUIRED

17 EXISTING TREES ALONG NORTH PROPERTY LINE TO REMAIN FOR A CREDIT OF 34 TREES

48 EQUIVALENT CANOPY TREES, 96 EVERGREEN TREES, & 192 SHRUBS PROVIDED

SOUTH PROPERTY LINE LANDSCAPING

REQUIRED BUFFER ZONE B LANDSCAPING

20 FOOT WIDE WITH 3 FOOT HIGH BERM

1 CANOPY TREE, 1 EVERGREEN TREES, & 4 SHRUBS PER 30 L.F. OF BOUNDARY

841.38 L.F. OF PROPERTY LINE

29 CANOPY TREES, 29 EVERGREEN TREES, & 116 SHRUBS REQUIRED 29 CANOPY TREES, 29 EVERGREEN TREES, & 116 SHRUBS PROVIDED

BENCHMARK DATUM BASED ON NGS OPUS SOLUTION REPORT, DATED APRIL 17, 2023 AT 9:26AM

BENCHMARK #201 ARROW ON HYDRANT, LOCATED NEAR THE WEST SIDE OF EULER ROAD AND 54± FEET SW'LY OF THE SW'LY PARCEL CORNER. ELEVATION = 980.62 (NAVD 88)

BENCHMARK #203 SPIKE IN THE NE'LY SIDE OF AN UTILITY POLE, LOCATED NEAR THE NORTHERLY PROPERTY LINE AND 240± FEET EAST OF EULER ROAD. ELEVATION = 976.22 (NAVD 88)

BENCHMARK #204 STEAMER ON HYDRANT, LOCATED NEAR THE WESTERLY SIDE OF EULER ROAD AND $18\pm$ FEET SW'LY OF CATCH BASIN #3. ELEVATION = 977.94 (NAVD 88)



3 WORKING DAYS BEFORE YOU DIG CALL 811 OR 1-800-482-7171 (TOLL FREE) OR VISIT CALL811.COM



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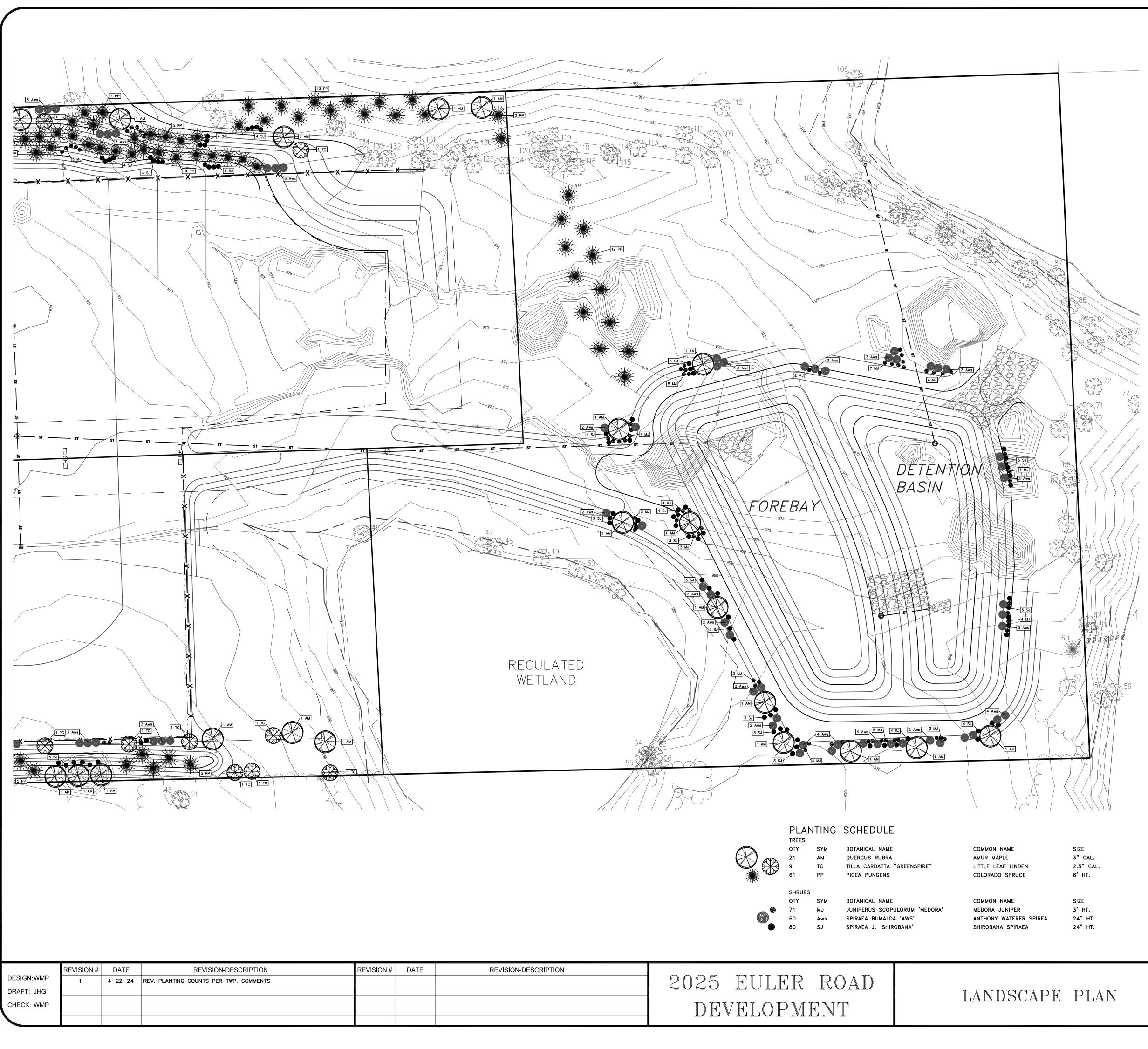
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LANDSCAPE PLAN

4M GENOA LLC 2244 EULER ROAD BRIGHTON, MICHIGAN 48114 810-217-7471

CLIENT:

SCALE: 1in. = 60ft. PROJECT No.: 234463 DWG NAME: 4463 LS ISSUED: APR. 22, 2024



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1 INCH =	= 60 FEET
LEGE	- הח
	PARCEL BOUNDARY
	R.O.W. LINE
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	EXIST. EDGE OF GRAVEL
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SPROP. SANITARY MANHOLEPROP. CONC. CURB



3 WORKING DAYS BEFORE YOU DIG CALL 811 OR 1-800-482-7171 (TOLL FREE) OR VISIT CALL811.COM



_S2

CLIENT:

BENCHMARK

BENCHMARK #201

BENCHMARK #203

DATUM BASED ON NGS OPUS SOLUTION REPORT, DATED APRIL 17, 2023 AT 9:26AM

ARROW ON HYDRANT, LOCATED NEAR THE WEST

SIDE OF EULER ROAD AND 54± FEET SW'LY OF THE SW'LY PARCEL CORNER. ELEVATION = 980.62 (NAVD 88)

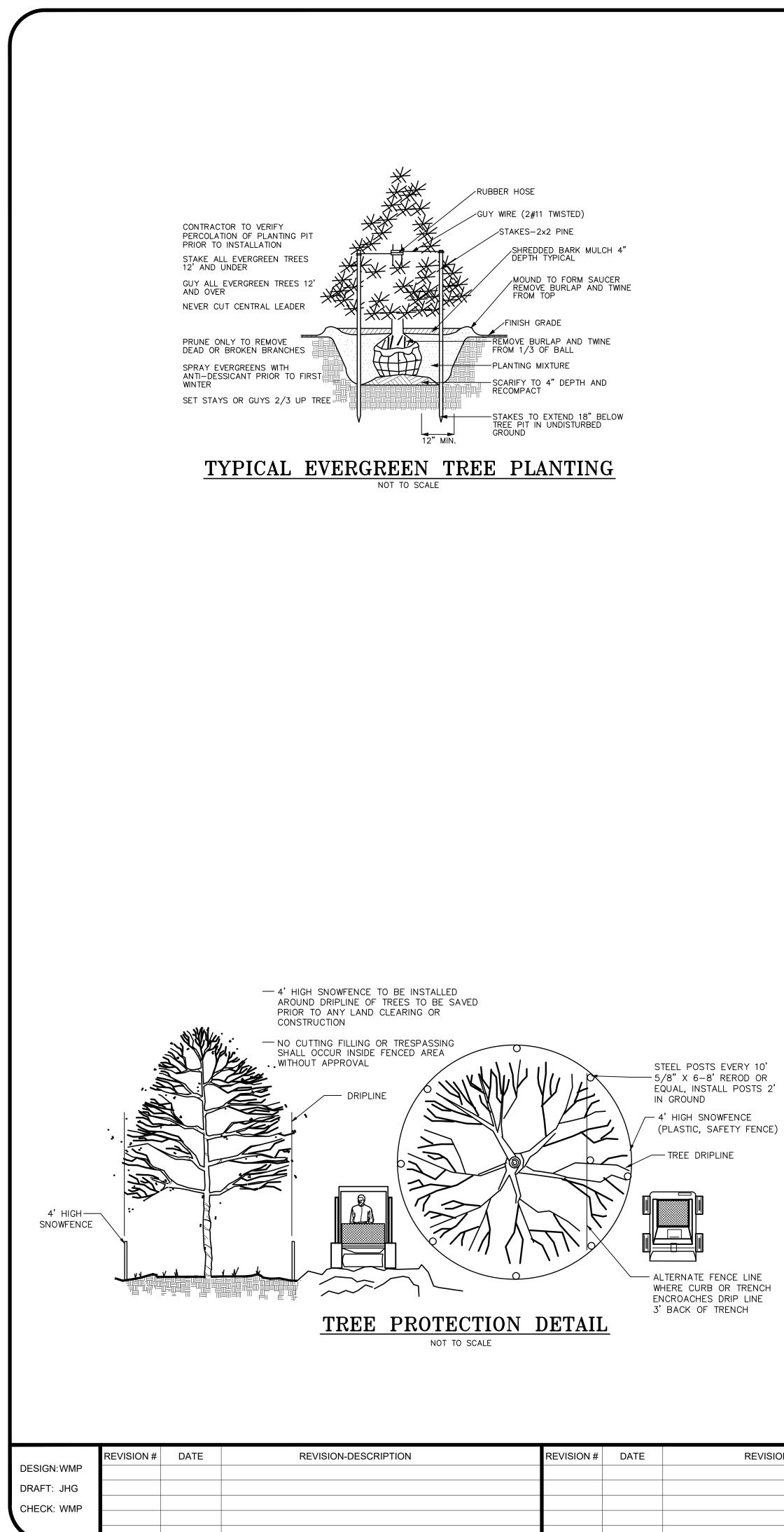
SPIKE IN THE NE'LY SIDE OF AN UTILITY POLE, LOCATED NEAR THE NORTHERLY PROPERTY LINE

BENCHMARK #204 STEAMER ON HYDRANT, LOCATED NEAR THE WESTERLY SIDE OF EULER ROAD AND 18± FEET SW'LY OF CATCH BASIN #3. ELEVATION = 977.94 (NAVD 88)

AND 240 \pm FEET EAST OF EULER ROAD. ELEVATION = 976.22 (NAVD 88)

4M GENOA LLC 2244 EULER ROAD BRIGHTON, MICHIGAN 48114 810-217-7471

SCALE: 1in. = 60ft. PROJECT No.: 234463 DWG NAME: 4463 LS ISSUED: APR. 22, 2024



REINFORCED RUBBER HOSE AT FIRST BRANCHING 2" X 2" 8'-0" TREATED STAKE FOR TREES LESS THAN 3" CAL. ;2 OPPOSITE ------ TREE WRAP TO SECOND BRANCHING 3 1/2" X 7 GALV. TURNBUCKLES —— 1 EACH GUY WIRE FOR TREES 3" CAL. & OVER ------ 3-2" X 2" X 30" TREATED STAKES; DRIVE FLUSH WITH GRADE —— 3" HIGH EARTH SAUCER, TYP. ------ TREE AND SHRUB BED TO RECEIVE 4" DEPTH SHREDDED BARK MULCH TOP 1/3 OF BALLED TREES AND SHRUBS

- PERENNIAL BED TO RECEIVE 1" DEPTH SHREDDED BARK MULCH PREPARED TOPSOIL MIXTURE UNDISTURBED EARTH

TYPICAL TREE/SHRUB/PERENNIAL PLANTING

NOT TO SCALE

REVISION-DESCRIPTION

2025 EULER ROAD DEVELOPMENT

GENERAL NOTES:

•ALL PLANTING SIZES SHOWN SHALL BE AT TIME OF PLANTING.

•ALL PLANT MATERIAL SHALL BE FREE OF DISEASE AND INSECTS AND SHALL CONFORM TO THE AMERICAN STANDARD FOR NURSERY STOCK OF THE AMERICAN ASSOCIATION OF NURSERYMEN.

•ALL LANDSCAPING SHALL BE MAINTAINED A HEALTHY CONDITION, ANY DEAD OR DISEASED PLANTINGS SHALL BE REMOVED AND REPLACED WITHIN 1 YEAR.

•ALL LANDSCAPE BEDS TO BE MULCHED WILL HAVE CYPRESS MULCH UNLESS OTHERWISE NOTED.

•ALL PLANT MATERIAL TO BE USED SHALL BE AS SPECIFIED OR APPROVED EQUAL.

•ALL UNPAVED AREAS AND AREAS NOT OTHERWISE PROPOSED AS A LANDSCAPE BED OR AN AREA TO BE CYPRESS MULCHED SHALL BE SEEDED TO ESTABLISH A VEGETATIVE LAWN COVER. NOTE: TREES WITH (TBR) ARE TO BE REMOVED,

UNLESS OTHERWISE SPECIFIED ALL OTHER TREES ARE TO REMAIN.

BENCHMARK DATUM BASED ON NGS OPUS SOLUTION REPORT, DATED APRIL 17, 2023 AT 9:26AM

BENCHMARK #201 ARROW ON HYDRANT, LOCATED NEAR THE WEST SIDE OF EULER ROAD AND 54± FEET SW'LY OF THE SW'LY PARCEL CORNER. ELEVATION = 980.62 (NAVD 88)

BENCHMARK #203 SPIKE IN THE NE'LY SIDE OF AN UTILITY POLE, LOCATED NEAR THE NORTHERLY PROPERTY LINE AND 240± FEET EAST OF EULER ROAD. ELEVATION = 976.22 (NAVD 88)

BENCHMARK #204 STEAMER ON HYDRANT, LOCATED NEAR THE WESTERLY SIDE OF EULER ROAD AND 18± FEET SW'LY OF CATCH BASIN #3. ELEVATION = 977.94 (NAVD 88)



3 WORKING DAYS BEFORE YOU DIG CALL 811 OR 1-800-482-7171 (TOLL FREE) OR VISIT CALL811.COM



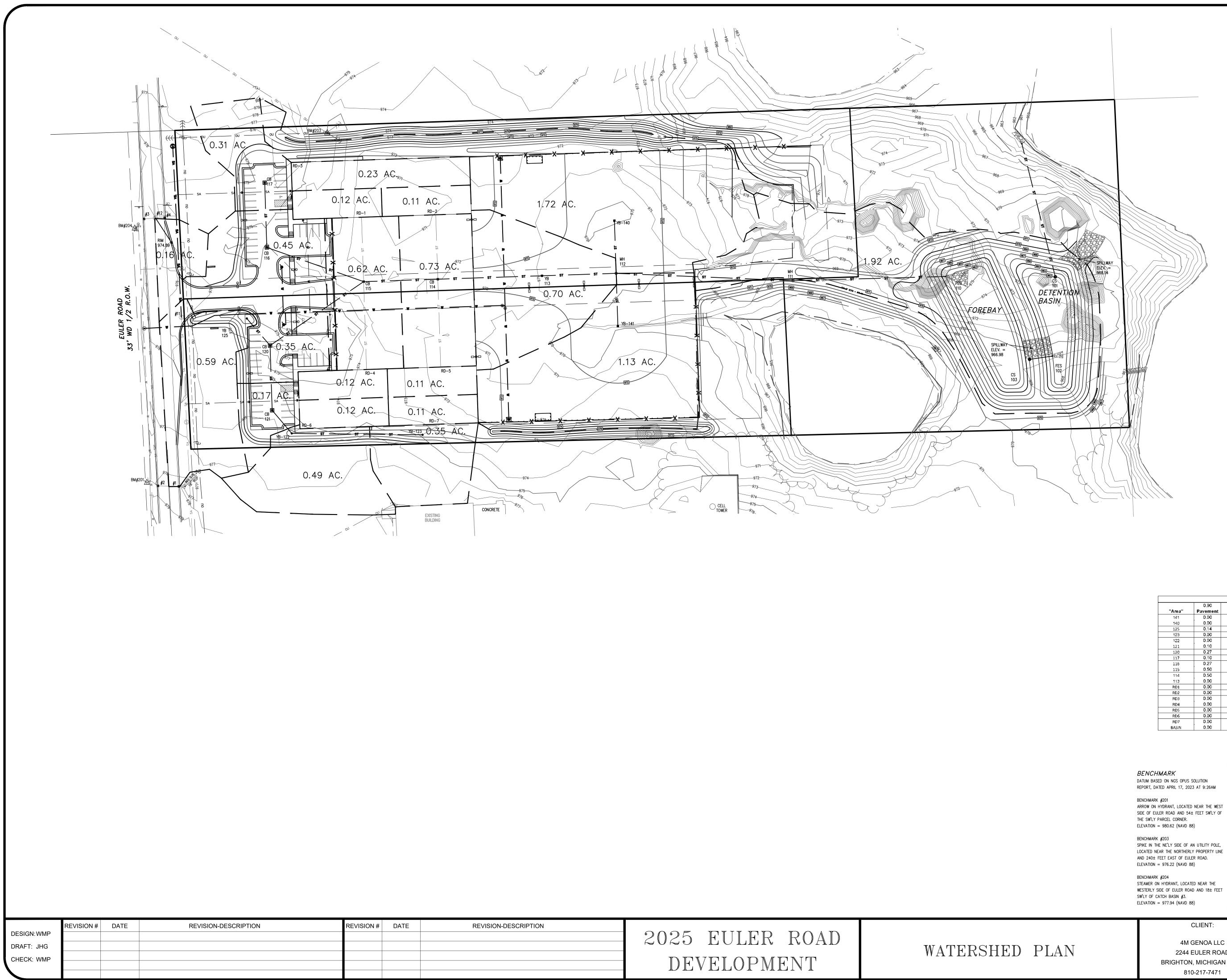
<u>_S3</u>

LANDSCAPE NOTES & DETAILS

4M GENOA LLC 2244 EULER ROAD BRIGHTON, MICHIGAN 48114 810-217-7471

CLIENT:

SCALE: AS BNOTED PROJECT No.: 234463 DWG NAME: 4463 LS ISSUED: FEB. 9, 2024



2025	EULER	ROAD
DEV	ELOPM	ENT

4M GENOA LLC 2244 EULER ROAD BRIGHTON, MICHIGAN 48114 810-217-7471

Know what's below.

Call before you dig.

3 WORKING DAYS

BEFORE YOU DIG CALL 811 OR 1-800-482-7171

(TOLL FREE)

OR VISIT CALL811.COM

SCALE: 1in. = 60ft. PROJECT No.: 234463 DWG NAME: 4463 WS ISSUED: FEB. 9, 2024

CLIENT:

LOCATED NEAR THE NORTHERLY PROPERTY LINE AND 240± FEET EAST OF EULER ROAD.

SPIKE IN THE NE'LY SIDE OF AN UTILITY POLE,

ARROW ON HYDRANT, LOCATED NEAR THE WEST SIDE OF EULER ROAD AND $54\pm$ FEET SWLY OF

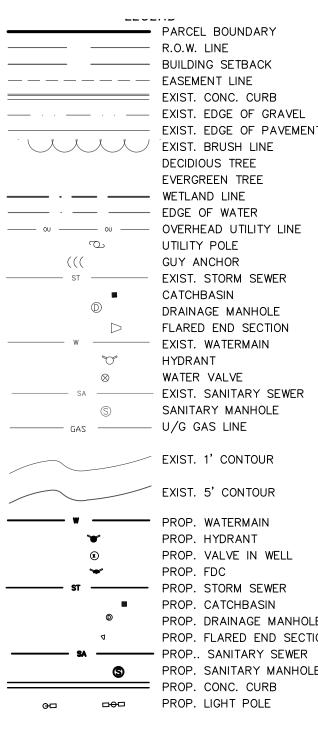
REPORT, DATED APRIL 17, 2023 AT 9:26AM

DATUM BASED ON NGS OPUS SOLUTION

RENCHMARK		

	0.90	0.85	0.90	0.20	0.18	1.00	(ACRES)	
"Area"	Pavement	Gravel	Building	Lawn	Open Field	Water	Area	"C" Facto
141	0.00	1.03	0.00	0.00	0.00	0.00	1.03	0.85
140	0.00	1.61	0.00	0.00	0.00	0.00	1.61	0.85
125	0.14	0.00	0.00	0.45	0.00	0.00	0.59	0.37
123	0.00	0.00	0.00	0.14	0.21	0.00	0.35	0.19
122	0.00	0.00	0.00	0.14	0.34	0.00	0.48	0.19
121	0.10	0.00	0.00	0.07	0.00	0.00	0.17	0.61
120	0.27	0.00	0.00	0.08	0.00	0.00	0.35	0.74
117	0.10	0.00	0.00	0.08	0.19	0.00	0.37	0.38
116	0.27	0.00	0.00	0.18	0.00	0.00	0.45	0.62
115	0.50	0.00	0.00	0.00	0.00	0.00	0.50	0.90
114	0.50	0.00	0.00	0.00	0.00	0.00	0.50	0.90
113	0.00	0.70	0.00	0.00	0.00	0.00	0.70	0.85
RD1	0.00	0.00	0.12	0.00	0.00	0.00	0.12	0.90
RD2	0.00	0.00	0.11	0.00	0.00	0.00	0.11	0.90
RD3	0.00	0.00	0.23	0.00	0.00	0.00	0.23	0.90
RD4	0.00	0.00	0.12	0.00	0.00	0.00	0.12	0.90
RD5	0.00	0.00	0.11	0.00	0.00	0.00	0.11	0.90
RD6	0.00	0.00	0.12	0.00	0.00	0.00	0.12	0.90
RD7	0.00	0.00	0.11	0.00	0.00	0.00	0.11	0.90
BASIN	0.00	0.19	0.00	0.00	1.40	0.33	1.92	0.39
			•				9.94	ACRES
						"C" =	0.43	1

	PROPOSED STORM WATER RUN-OFF										
	0.90	0.85	0.90	0.20	0.18	1.00	(ACRES)				
"Area"	Pavement	Gravel	Building	Lawn	Open Field	Water	Area	"C" Factor			
141	0.00	1.03	0.00	0.00	0.00	0.00	1.03	0.85			
140	0.00	1.61	0.00	0.00	0.00	0.00	1.61	0.85			
125	0.14	0.00	0.00	0.45	0.00	0.00	0.59	0.37			
123	0.00	0.00	0.00	0.14	0.21	0.00	0.35	0.19			
122	0.00	0.00	0.00	0.14	0.34	0.00	0.48	0.19			
121	0.10	0.00	0.00	0.07	0.00	0.00	0.17	0.61			
120	0.27	0.00	0.00	0.08	0.00	0.00	0.35	0.74			
117	0.10	0.00	0.00	0.08	0.19	0.00	0.37	0.38			
116	0.27	0.00	0.00	0.18	0.00	0.00	0.45	0.62			
115	0.50	0.00	0.00	0.00	0.00	0.00	0.50	0.90			
114	0.50	0.00	0.00	0.00	0.00	0.00	0.50	0.90			
113	0.00	0.70	0.00	0.00	0.00	0.00	0.70	0.85			
RD1	0.00	0.00	0.12	0.00	0.00	0.00	0.12	0.90			
RD2	0.00	0.00	0.11	0.00	0.00	0.00	0.11	0.90			
RD3	0.00	0.00	0.23	0.00	0.00	0.00	0.23	0.90			
RD4	0.00	0.00	0.12	0.00	0.00	0.00	0.12	0.90			
RD5	0.00	0.00	0.11	0.00	0.00	0.00	0.11	0.90			
RD6	0.00	0.00	0.12	0.00	0.00	0.00	0.12	0.90			



PARCEL BOUNDARY EXIST. CONC. CURB EXIST. EDGE OF PAVEMENT DECIDIOUS TREE EVERGREEN TREE ----- EDGE OF WATER ─── ··· OVERHEAD UTILITY LINE GUY ANCHOR CATCHBASIN DRAINAGE MANHOLE ▷ FLARED END SECTION EXIST. WATERMAIN HYDRANT WATER VALVE SA _____ EXIST. SANITARY SEWER S SANITARY MANHOLE

GRAPHIC SCALE

(IN FEET)

1 INCH = 60 FEET

SPROP. SANITARY MANHOLEPROP. CONC. CURB

EXIST. 1' CONTOUR EXIST. 5' CONTOUR - PROP. WATERMAIN PROP. HYDRANT PROP. VALVE IN WELL PROP. FDC T ----- PROP. STORM SEWER PROP. CATCHBASIN ♥ PROP. DRAINAGE MANHOLE

WS

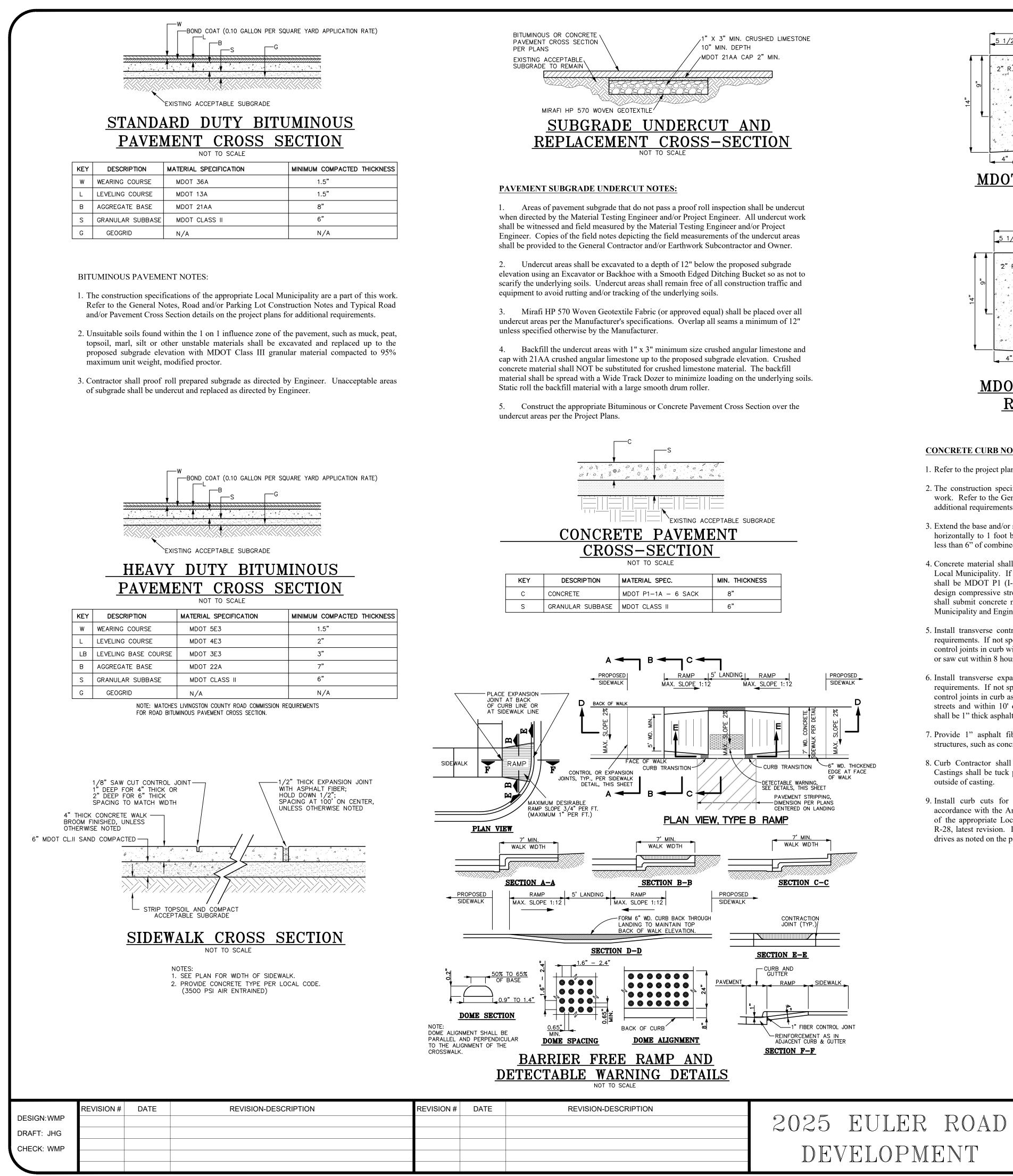
(810) 227-9533

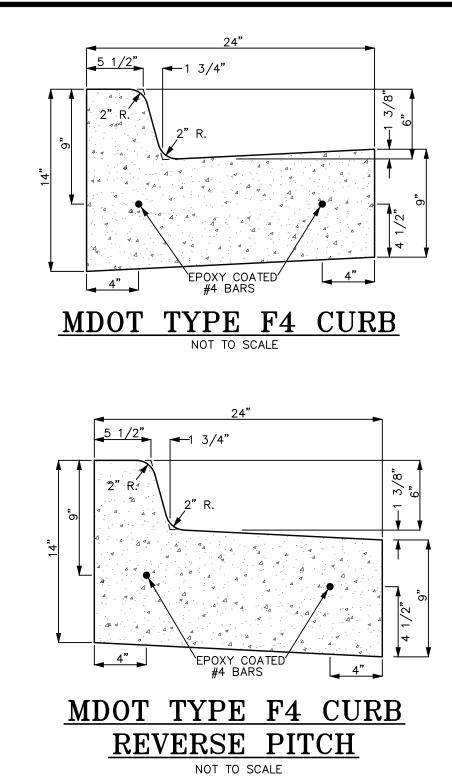
CIVIL ENGINEERS

LAND SURVEYORS

2183 PLESS DRIVE

BRIGHTON, MICHIGAN 48114





CONCRETE CURB NOTES:

- 1. Refer to the project plans for the proposed locations of the specific curb types.
- 2. The construction specifications of the appropriate Local Municipality are a part of this work. Refer to the General Notes and Curb Cross Section Details on the project plans for additional requirements.
- 3. Extend the base and/or subbase material of the appropriate adjacent pavement cross-section horizontally to 1 foot behind the back of curb. Concrete curb shall be constructed on no less than 6" of combined depth of compacted base/subbase material.
- 4. Concrete material shall meet or exceed the specification requirements of the appropriate Local Municipality. If not specified by the Local Municipality, then the concrete material shall be MDOT P1 (I-A) 6.0 sack concrete pavement mixture with a minimum 28 day design compressive strength of 4,000 PSI and 6.5% (+/-1.5%) entrained air. Contractor shall submit concrete mix design and aggregate mechanical analysis report to the Local Municipality and Engineer for review and approval prior to use.
- 5. Install transverse contraction control joints in accordance with the Local Municipality requirements. If not specified by the Local Municipality, then install transverse contraction control joints in curb with 1" minimum depth at 10' on center. Tool joints in fresh concrete or saw cut within 8 hours.
- 6. Install transverse expansion control joints in accordance with the Local Municipality requirements. If not specified by the Local Municipality, then install transverse expansion control joints in curb as follows: 400' maximum on center, at spring points of intersecting streets and within 10' on each side of catch basins. Transverse expansion control joints shall be 1" thick asphalt fiber joint filler matching entire curb cross section.
- 7. Provide 1" asphalt fiber control joint between back of curb and all other concrete structures, such as concrete sidewalks and concrete driveways.
- 8. Curb Contractor shall provide final adjustment of catch basin castings in curb line. Castings shall be tuck pointed to structure water tight with concrete or mortar inside and outside of casting.
- 9. Install curb cuts for all existing and proposed sidewalks and pedestrian ramps in accordance with the American Disabilities Act and the Barrier Free Design requirements of the appropriate Local, County and/or State Agency. Refer to MDOT Standard Plan R-28, latest revision. Install curb cuts for all existing and proposed vehicular ramps and drives as noted on the project plans.

GENERAL NOTES:

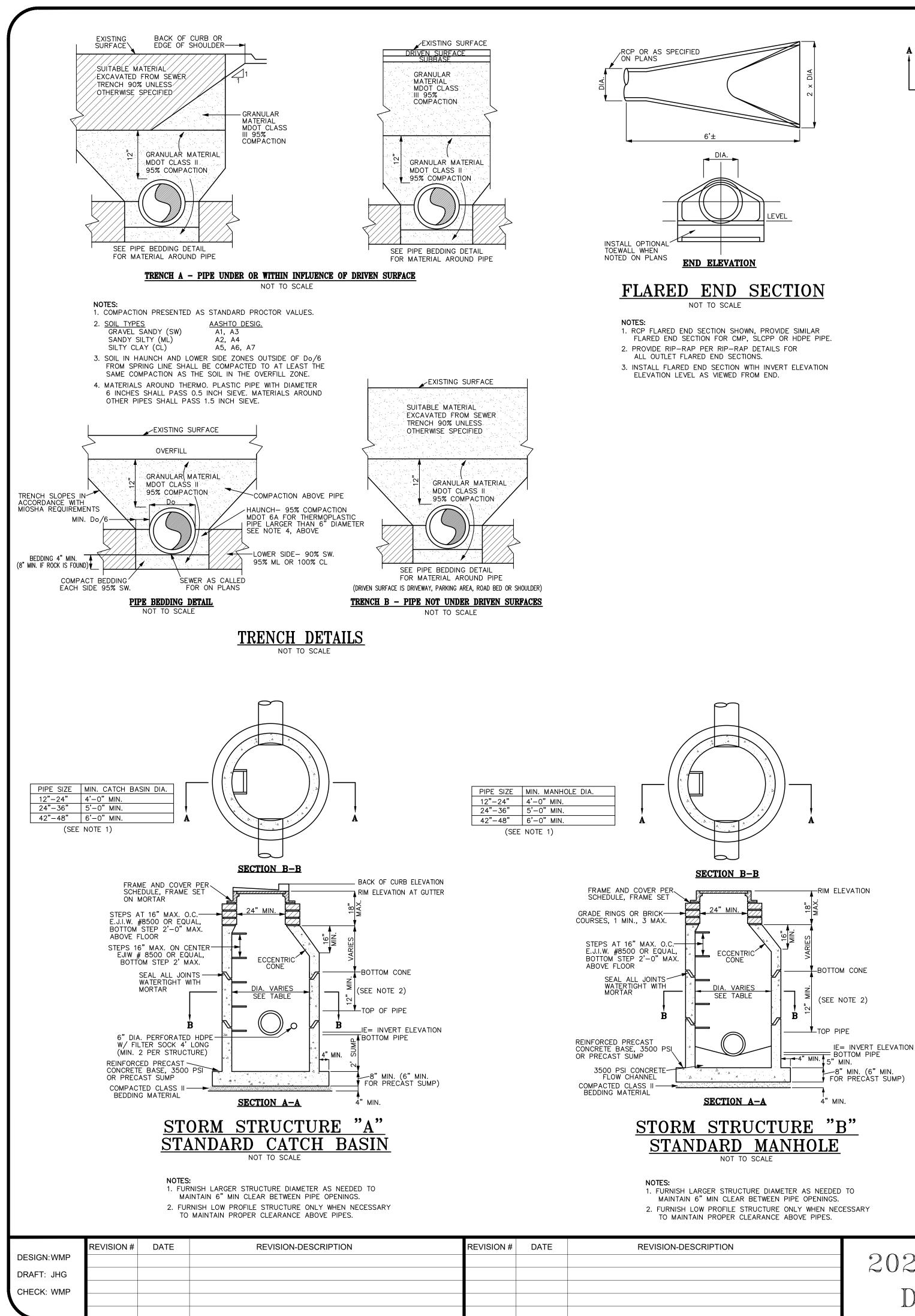
- 1. Contractor shall perform the work in accordance with the requirements of the appropriate Local, County and State Agencies and all other Government and Regulatory Agencies with jurisdiction over the project. Contractor shall notify the appropriate Agencies in advance of each stage of work in accordance with each Agency's requirements.
- 2. Contractor shall comply with all permit, insurance, licensing and inspection requirements associated with the work. Prior to construction, Contractor and Owner/Developer shall determine who is responsible for obtaining each required permit. Contractor shall verify that the each required permit has been obtained prior to commencement of the stage of work associated with the required permit(s).
- 3. Contractor shall furnish liability insurance and property damage insurance to save harmless the Owner, Developer, Architect, Engineer, Surveyor and Government Agencies for any accident occurring during the construction period. Refer to the appropriate Local, County and State Agencies for additional requirements. Copies of insurance certifications shall be made available to the Owner/Developer.
- 4. Contractor shall conduct and perform work in a safe and competent manner. Contractor shall perform all necessary measures to provide for traffic and pedestrian safety from the start of work and through substantial completion. Contractor shall determine procedures and provide safety equipment such as traffic controls, warning devices, temporary pavement markings and signs as needed. Contractor shall comply with the safety standards of the State Department of Labor, the occupational health standards of the State Department of Health and safety regulations of the appropriate Local, County, State and Federal Agencies. Refer to the safety specifications of the appropriate Regulatory Agencies. The Contractor shall designate a qualified employee with complete job site authority over the work and safety precautions; said designated employee shall be on site at all times during the work.
- 5. Contractor shall coordinate scheduling of all work in the proper sequence, including work by Subcontractors. Additional costs due to improper planning by Contractor or work done out of sequence as determined by standard acceptable construction practices, shall be Contractor's responsibility.
- 6. Contractor shall contact the 811 Underground Public Utility Locating System or other appropriate local underground utility locating Agency, a minimum of three (3) working days prior to construction. Existing utility information on the project plans may be from information disclosed to this firm by the Utility Companies, Local, County or State Agencies, and/or various other sources. No guarantee is given as to the completeness or accuracy thereof. Prior to construction, locations and depths of all existing utilities (in possible conflict with the proposed improvements) shall be verified in the field.
- 7. Contractor shall coordinate scheduling a Pre-Construction Meeting with Engineer prior to commencement of work.
- 8. The Local Municipality, County and/or State in which the project is located may require an Engineer's Certification of construction of the proposed site improvements. Contractor shall verify the certification requirements with Engineer prior to commencement of work. Contractor shall coordinate construction staking, testing, documentation submittal and observation with the appropriate Agency, Surveyor and/or Engineer as required for Engineer's Certification and Government Agency Acceptance. All materials used and work done shall meet or exceed the requirements of certification and acceptance, the contract documents and the material specifications noted on the project plans. Any materials used or work done that does not meet said requirements, contract documents and/or specifications shall be replaced and/or redone at Contractor's expense. The Owner/Developer may wait for test results, certifications and/or Agency reviews prior to accepting work.
- 9. Engineer may provide subsurface soil evaluation results, if available, to Contractor upon request. Subsurface soil evaluation results, soils maps and/or any other documentation does NOT guarantee existing soil conditions or that sufficient, acceptable on-site granular material is available for use as structural fill, pipe bedding, pipe backfill, road subbase or use as any other granular material specified on the project plans. On-site granular material that meets or exceeds the material specifications noted on the project plans may be used as structural fill, pipe bedding, pipe backfill and/or road subbase material. On-site granular material shall be stockpiled and tested as acceptable to the appropriate Agency and/or Engineer prior to use.
- 10. During the performance of their work, Contractor shall be solely responsible for determining soil conditions and appropriate construction methods based on the actual field conditions. Contractor shall furnish, install and maintain sheeting, shoring, bracing and/or other tools and equipment and/or construction techniques as needed for the safety and protection of the workers, pedestrians and vehicular traffic and for protection of adjacent structures and site improvements.
- 11. Contractor shall install temporary and permanent soil erosion and sedimentation control devices at the appropriate stages of construction in accordance with the appropriate regulatory Agencies. Refer to Soil Erosion and Sedimentation Control Plans and Notes on the project plans.
- 12. Structural fill shall be placed as specified on the project plans and within the 1 on 1 influence zone of all structures, paved areas and other areas subject to vehicular traffic. Structural fill shall be placed using the controlled density method (12" maximum lifts, compacted to 95% maximum unit weight, modified proctor). Fill material shall meet or exceed the specifications noted on the project plans or as directed by Engineer when not specified on the project plans.
- 13. All existing monuments, property corners, ground control and benchmarks shall be protected and preserved; and if disturbed by Contractor, shall be restored at Contractor's expense. Contractor shall notify Surveyor of any conflicts between existing monuments, property corners, ground control and/or benchmarks and the proposed site improvements.
- 14. Contractor shall notify Owner/Developer and Engineer immediately upon encountering any field conditions, which are inconsistent with the project plans and/or specifications.
- 15. When noted on the project plans for demolition and/or removal, Contractor shall remove existing structures, building and debris and recycle and/or dispose of in accordance with Local, County, State and Federal regulations.
- 16. Contractor shall remove excess construction materials and debris from site and perform restoration in accordance with the project plans and specifications. Disposing of excess materials and debris shall be performed in accordance with Local, County, State and Federal regulations.
- 17. Construction access to the site shall be located as acceptable to the Owner/Developer and to the appropriate Local, County and/or State Agency with jurisdiction over the road(s) providing access to the site. Construction access shall be maintained and cleaned in accordance with the appropriate Local, County and/or State Agencies and as directed by Owner/Developer and/or Engineer.
- 18. Contractor shall take necessary precautions to protect all site improvements from heavy equipment and construction procedures. Damage resulting from Contractor actions shall be repaired at Contractor's expense.

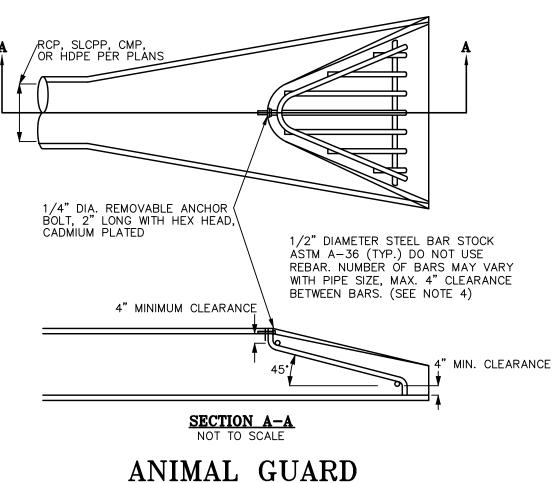
SITE & PAVEMENT NOTES AND DETAILS

CLIENT:

4M GENOA 2244 EULER ROAD BRIGHTON, MICHIGAN 48114 810-217-7471

SCALE: N/A PROJECT No.: 234463 DWG NAME: 4463 DT SSUED: FEB. 9, 2024



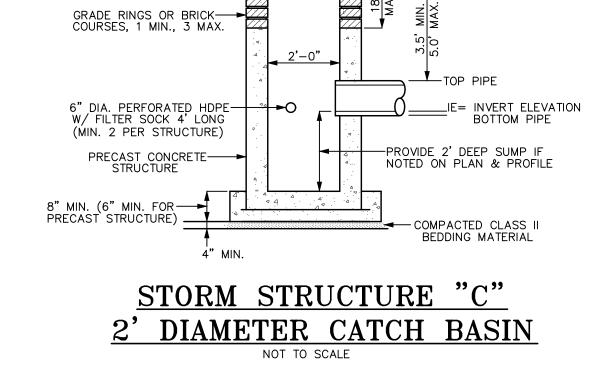


NOTES: 1. ANIMAL GUARD REQUIRED ON ALL FLARED END SECTIONS OF 15" DIAMETER PIPE OR GREATER.

NOT TO SCALE

- 2. CONTRACTOR MAY SUBSTITUTE ALTERNATE GRATING LAYOUT AS APPROVED
- BY OWNER/ENGINEER/AGENCY PRIOR TO INSTALLATION. 3. DETAIL SHOWN FOR RCP FLARED END SECTION. PROVIDE SIMILIAR ANIMAL
- GUARD FOR FLARED END SECTIONS ON CMP, HDPE, AND SLCPP. 4. WELD ALL CONNECTIONS FULL STRENGTH PER AMERICAN WELDING SOCIETY

STANDARDS



2025 EULER ROAD DEVELOPMENT

FRAME & COVER PER SCHEDULE FRAME SET ON MORTAR BED

STORM SEWER NOTES AND DETAILS

-BACK OF CURB ELEVATION -RIM ELEVATION AT GUTTER

STORM SEWER NOTES:

- 1. The storm sewer and stormwater management specifications of the Local Municipality are a part of this work. Refer to the General Notes on the project plans for additional requirements.
- 2. Storm sewer work shall include clearing of vegetation and tree stumps, stripping and stockpiling of topsoil for reuse, excavation of pipe trench, placement of pipe bedding, placement of pipe and structures including castings, connection to existing structures, tuck pointing of structures, backfill of pipe trench, compaction of backfill, finish grading to provide positive drainage to structures, adjustment of castings to match finish grade, topsoil placement, seed & mulch, site cleanup and restoration, and other work as shown on the project plans and specifications.
- 3. Existing and proposed grades shown in profile view, when provided on the project plans, may be in relation to the centerline of road or item other than the centerline of pipe. The pipe lengths and grades shown in profile view on the project plans may not be to scale.
- 4. RCP when shown on the project plans shall be reinforced concrete pipe and shall conform to the specifications for reinforced concrete pipe per ASTM C76. RCP pipe joints shall be bell-and-spigot with rubber gaskets conforming to ASTM C433. Non-gasketed joints shall only be utilized when authorized by the Owner, Engineer AND Municipality. Non-gasketed joints of pipe having a diameter of 30 inches or greater shall be tuck-pointed on the inside with cement mortar after the backfill process is complete. Install reinforced concrete end sections incidental to work. Saw cut pipes to length as needed. When pipe class is not shown on the project plans, provide the following: Pipe cover to proposed grade:

0 to 4 feet	Class V
4.1 to 10 feet	Class III*
10.1 to 18 feet	Class I
18.1 feet and greater	Class V

* Use Class IV under paved surfaces

- 5. CMP when shown on the project plans shall be corrugated metal pipe and shall conform to the specifications for corrugated metal pipe per AASHTO Designation M36. CMP shall be 16-guage steel minimum for 24 inch diameter or smaller and 14-guage steel minimum for 30 inch diameter or greater. Install galvanized steel end sections and connection bands, incidental to work. Connection bands for CMP pipe joints located under paved surfaces shall be gasketed couplers. Saw cut pipes to length as needed.
- 6. HDPE Type S when shown on the project plans shall be high density polyethylene pipe with a smooth interior and shall conform to the specifications for high density polyethylene pipe per AASHTO Designation M252 Type S for pipes of 3" to 10" diameter and per AASHTO Designation M294 Type S for pipes of 12" to 60" diameter. HDPE -Type S pipe joints shall be bell-and-spigot type conforming to ASTM D3212 with rubber gaskets conforming to ASTM F477. Tamp backfill at spring line of HDPE - Type S pipe. Install high density polyethylene end sections incidental to work. Saw cut pipes to length as needed.
- 7. HDPE Type C when shown on the project plans shall be high density polyethylene pipe with a corrugated interior and shall conform to the specifications for high density polyethylene pipe per AASHTO Designation M252 for pipes of 3" to 10" diameter and per AASHTO Designation M294 for pipes of 12" to 60" diameter. HDPE - Type C pipe joints shall be bell-and-spigot type conforming to ASTM D3212 with rubber gaskets conforming to ASTM F477. Tamp backfill at spring line of HDPE - Type C pipe. Install high density polyethylene end sections incidental to work. Saw cut pipes to length as needed.
- 8. CPVC when shown on the project plans shall be corrugated polyvinyl chloride pipe and shall conform to the specifications for corrugated polyvinyl chloride pipe per ASTM F794 and F949. CPVC pipe joints shall be bell-and-spigot type conforming to ASTM D3212 with rubber gaskets conforming to ASTM F477. Tamp backfill at spring line of CPVC pipe. Install high density polyethylene end sections incidental to work. Saw cut pipes to length as needed.
- 9. PVC when shown on the project plans shall be polyvinyl chloride pipe and shall conform to the specifications for polyvinyl chloride pipe per ASTM D2751, maximum SDR of 26. PVC pipe joints shall be bell-and-spigot type conforming to ASTM D3212 with rubber gaskets conforming to ASTM F477 or solvent welded type conforming to ASTM D2564. Tamp backfill at spring line of PVC pipe. Saw cut pipes to length as needed.
- 10. Concrete storm structures shall be pre-cast and shall conform to the specification of pre-cast concrete structures per ASTM C478. Joints of concrete storm structure sections shall be bell-and-spigot with rubber gaskets conforming to ASTM C433. Brick, concrete block or cast in place storm structures may be substituted for pre-cast storm structures ONLY when authorized by the Owner, Engineer AND Municipality; refer to MDOT standard plan R-1, latest revision. Pipe openings in pre-cast structures shall be factory installed. All temporary openings in storm structures shall be tuck-pointed watertight with cement mortar. Refer to MDOT standard plan R-2, latest revision, for alternate on-line storm structure details when pipe exceeds 42 inch diameter.
- 11. Tap existing structures as acceptable to the Engineer and Municipality, incidental to work. All temporary openings in storm structures shall be tuck-pointed watertight with cement mortar.
- 12. Backfill all storm sewer in accordance with the Pipe Trench details provided on the project plans. Provide pipe bedding that meets or exceeds both the specifications of the Pipe Trench details on the project plans and the recommendation of the pipe manufacturer, incidental to work.
- 13. When edge drains and/or under drains are shown on the project plans, connection to storm structures is incidental to work. During storm sewer construction, install first 10 linear feet of edge drain and/or under drain from the storm structures in each specified direction and install temporary cap at end. Complete installation of edge drain following preparation of the subgrade when under paved surface or following finish grade when not under paved surface.
- 14. Install removable plugs in storm sewer stubs as acceptable to Engineer and Municipality, incidental to work. Mark the end of all storm sewer stubs with a 2" x 4" wooden stake extending a minimum of 12" above finish grade, incidental to work.
- 15. Storm structure castings shall be coated with water based asphaltic paint by the manufacturer. Seams and temporary openings between storm structures and castings shall be tuck-pointed water tight with cement mortar. Coordinate correct curb box / hood / "T" back as needed to match curb profile. See casting schedule on project plans for additional requirements.
- 16. Provide 3.5' minimum cover from the top of pipe of all roof drain pipes to the proposed finish grade when site conditions allow. When pipe cover is less than 3.5', install 2" thick by 24" wide Styrofoam insulation centered over the top of pipe at 12" above top of pipe or as required by the Local Municipality.



3 WORKING DAYS

BEFORE YOU DIG

CALL 811 OR 1-800-482-717

(TOLL FREE)

OR VISIT CALL811.COM

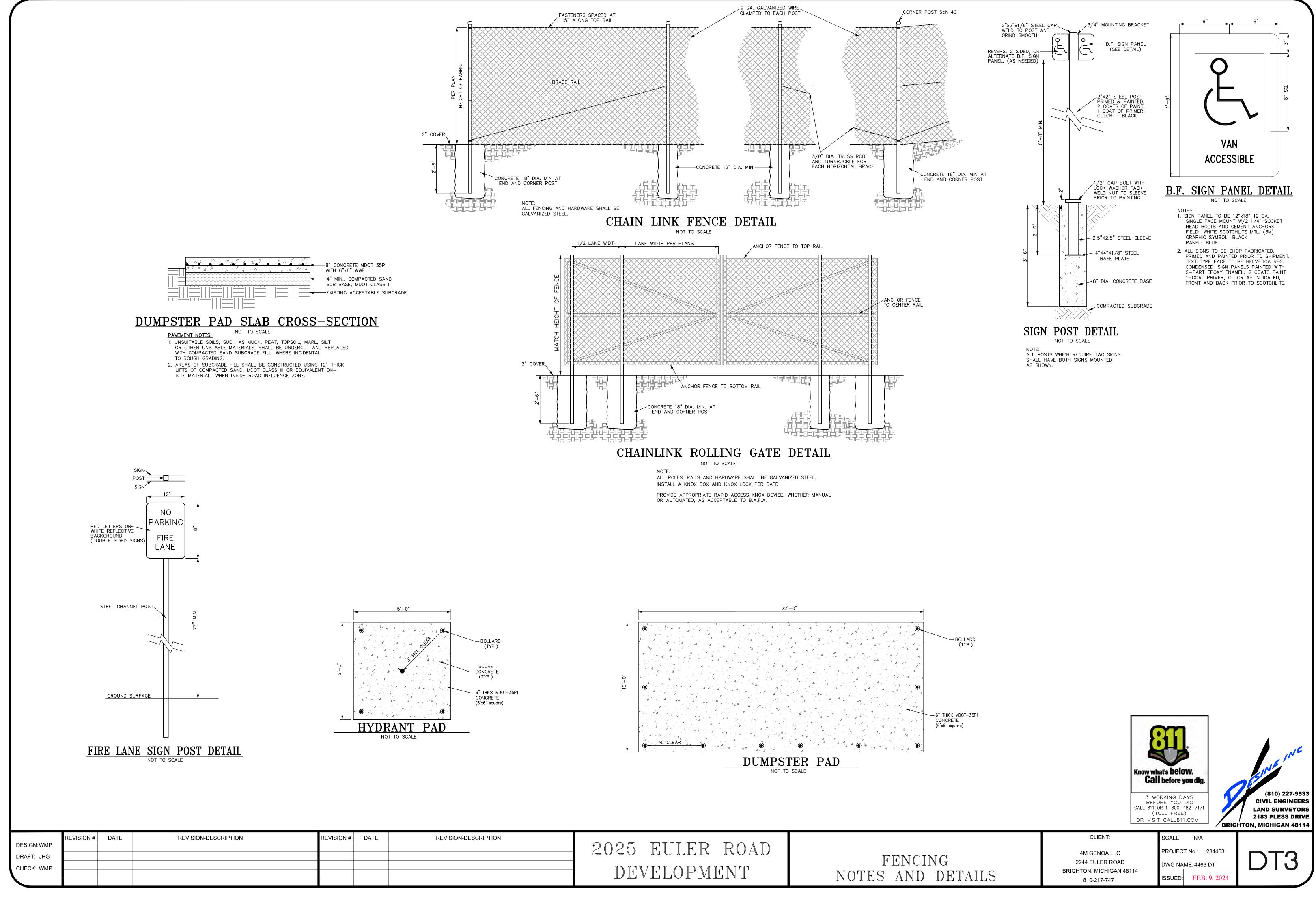


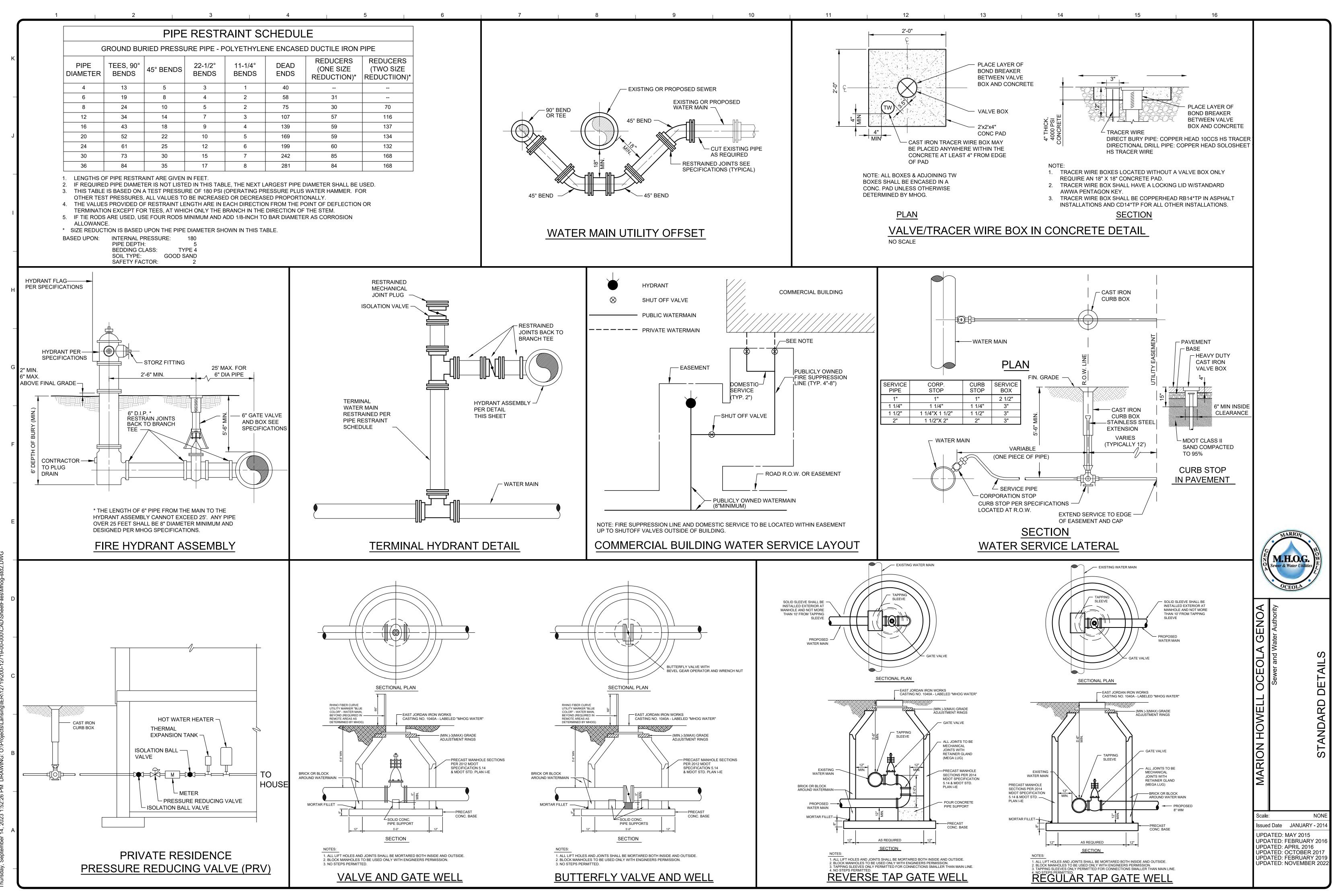
CLIENT:

4M GENOA LLC 2244 EULER ROAD BRIGHTON, MICHIGAN 48114 810-217-7471

PROJECT No.: 234463 DWG NAME: 4463 DT SSUED: FEB. 9, 2024

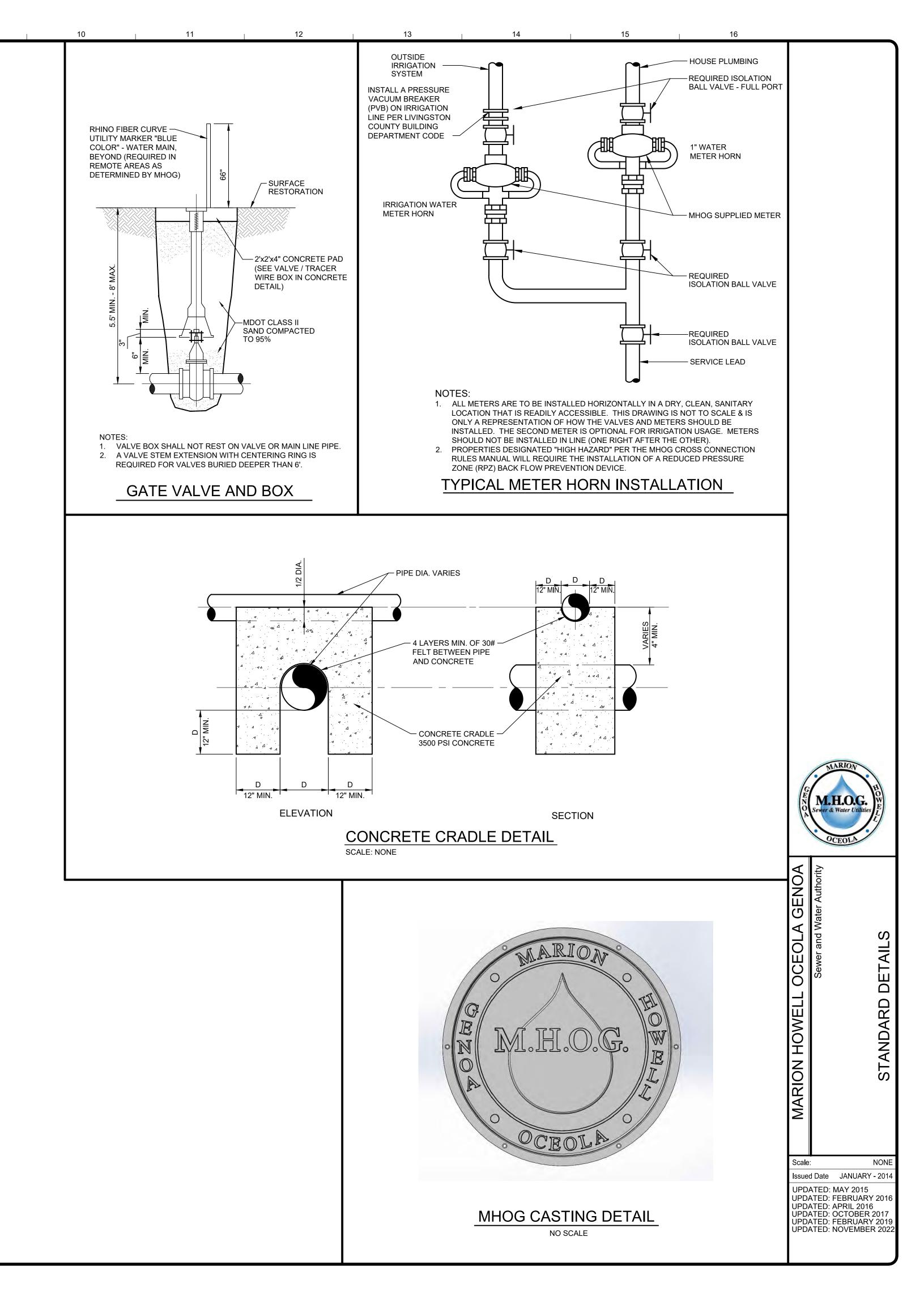
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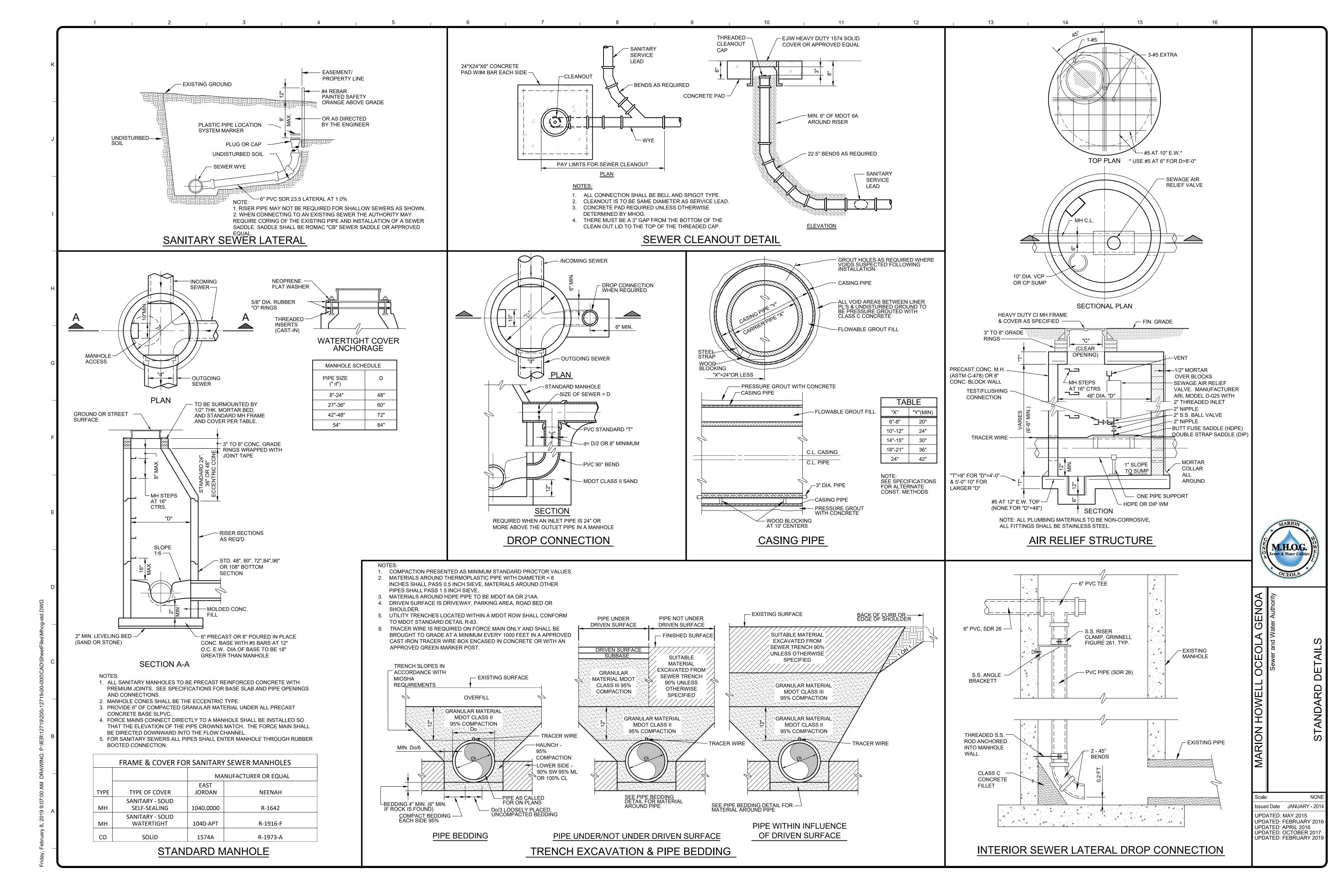


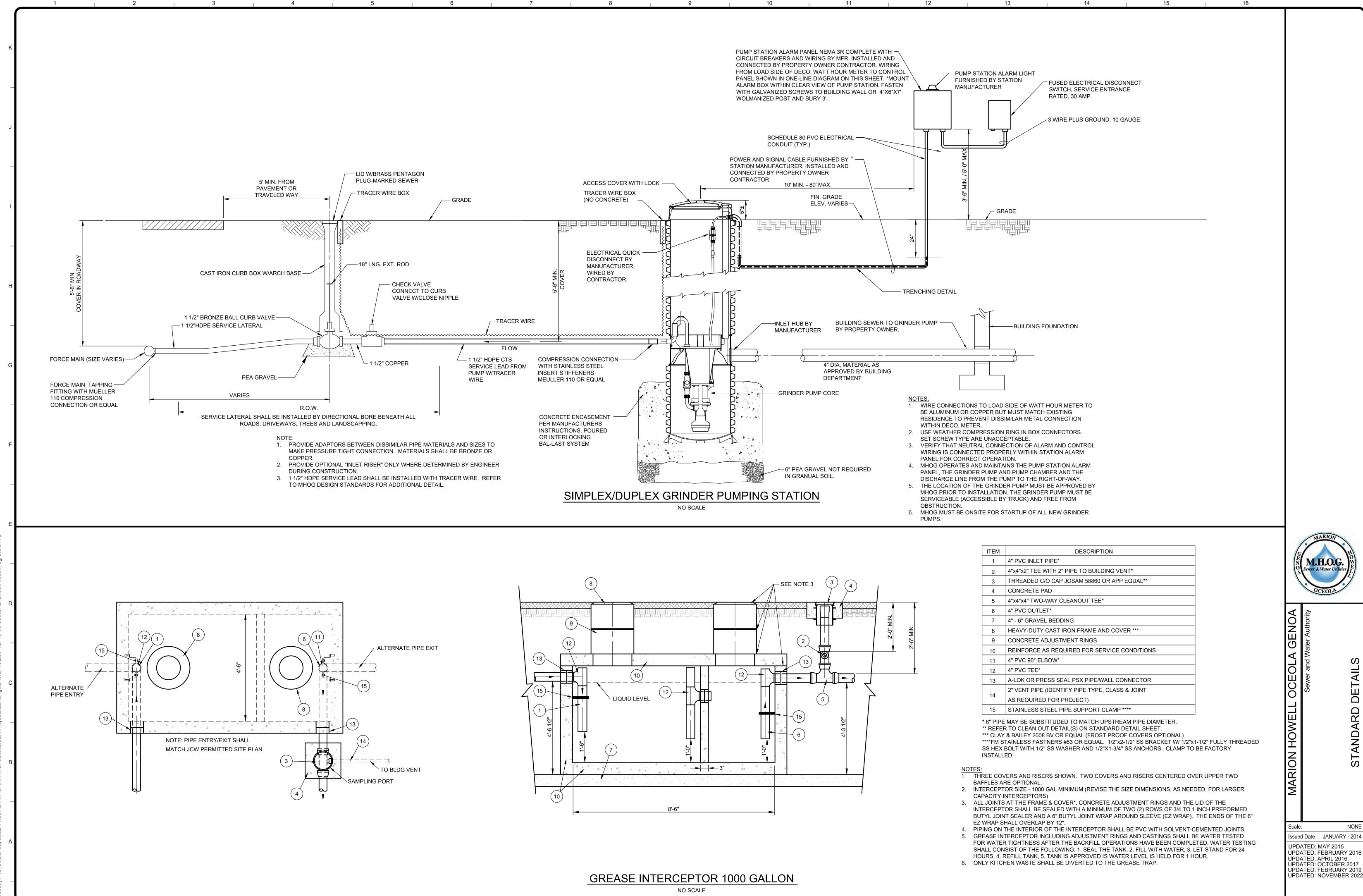


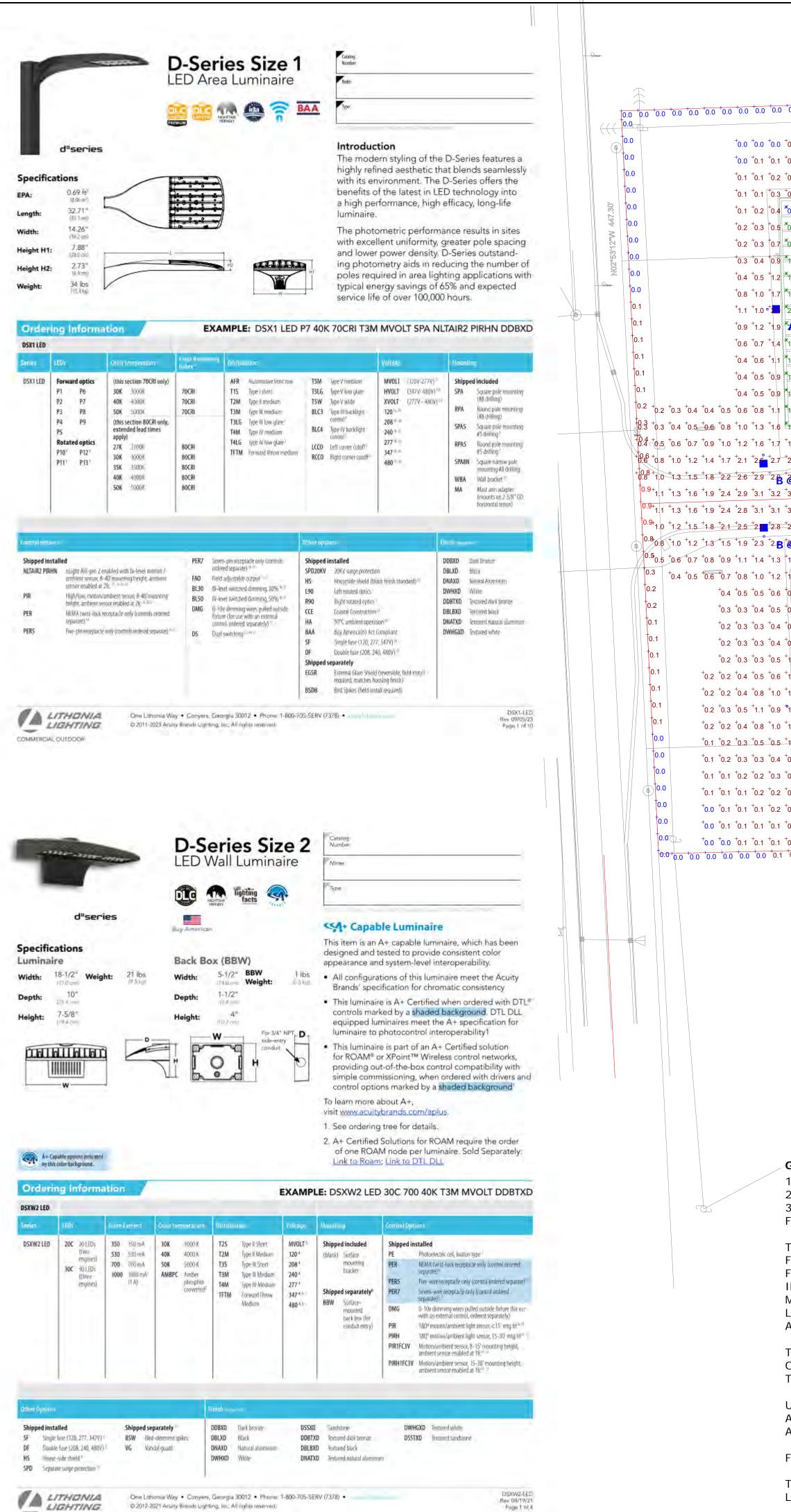
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	2 *4.8 *3.7 * 2.5 * 1.7 * 1.2 * 0.9 * 1.0 * 1.4 * 1.8 * 3.0 * 3.8 * 2.6 *	<u>+1.7</u> +1.4 +1.1 +1.1 +1.6 +2.1 +2.8 +3 + +3.7 +3.2 +2.7 +2.5 +1.9 +1.5 +1.3 +1.2 +1.1 +1.0 +0.9 +0.7 +0.6 +0.5 +0.4 +0.4 +0.4 +0.4 +0.4 +0.4 +0.4 +0.4
⁺ 0.2 ⁺ 0.2 ⁺ 0.4 ⁺ 0.5 ⁺ 0.6 ⁺ 1.2 [*] 1.7 [*] 1.6 [*] 1.5 [*] 1.5 [*] 1.6 ⁺ 119 ⁺ 2.1	D@20' 250' D@2	
⁺ 0.2 ⁺ 0.2 ⁺ 0.4 ⁺ 0.8 ⁺ 1.0 ⁺ 1.7 *1.9 * 1.9 *1.7 *1.5 *1.2 *1.1 +0		⁺ 1.3 ⁺ 1.2 ⁺ 1.1 ⁺ 1.0 ⁺ 0.9 ⁺ 0.9 ⁺ 0.8 ⁺ 0.7 ⁺ 0.5 ⁺ 0.4 ⁺ 0.3 ⁺ 0.2 ⁺ 0.1 ⁺
⁺ 0.2 ⁺ 0.3 ⁺ 0.5 ⁺ 1.1 ⁺ 0.9 ⁺ 1.7 [*] 2.0 [*] 2.0 [*] 1.7 [*] 1.5 [*] 1.7 [*] 1.6 ⁺ 0.8	PROPOSED	⁺ 1.1 ⁺ 1.1 ⁺ 1.0 ⁺ 0.9 ⁺ 0.8 ⁺ 0.7 ⁺ 0.6 ⁺ 0.5 ⁺ 0.4 ⁺ 0.3 ⁺ 0.2 ⁺ 0.2 ⁺ 0.1 ⁺
⁺ 0.2 ⁺ 0.2 ⁺ 0.4 ⁺ 0.8 ⁺ 1.0 ⁺ 1.7 ^{**} 19 @ 8 30 6 ^{**} 1.4 ^{**} 1.17 ** 0.9 ** 0.7	INDUSTRIAL BUILDING	⁺ 1.0 ⁺ 0.9 ⁺ 0.9 ⁺ 0.9 ⁺ 0.8 ⁺ 0.7 ⁺ 0.7 ⁺ 0.6 ⁺ 0.5 ⁺ 0.4 ⁺ 0.3 ⁺ 0.2 ⁺ 0.1 ⁺
+0.1 +0.2 +0.3 +0.5 +0.5 +1.3 +1.5 +1.4 +1.2 +1.0 +0.8 +0.7	20,000 S.F.	⁺ 0.8 ⁺ 0.8 ⁺ 0.7 ⁺ 0.7 ⁺ 0.7 ⁺ 0.6 ⁺ 0.5 ⁺ 0.4 ⁺ 0.4 ⁺ 0.3 ⁺ 0.2 ⁺ 0.1 ⁺ 0.1 ⁺ 0.1 ⁺ 0.1 ⁺ 0.0 ⁺
⁺ 0.1 ⁺ 0.2 ⁺ 0.3 ⁺ 0.3 ⁺ 0.4 ⁺ 0.8 ^{**} 1.1 ^{**} 1.2 ^{**} 1.1 ^{**} 1.0 ^{**} 0.9 ^{**} 0.7 ⁺ 0.6		$\begin{array}{c} +0.7 & +0.6 & +0.6 & +0.6 & +0.5 & +0.5 & +0.4 & +0.3 \\ +0.4 & +0.3 & +0.2 & +0.1 & +0.1 & +0.1 & +0.0 & +0$
⁺ 0.1 ⁺ 0.1 ⁺ 0.2 ⁺ 0.2 ⁺ 0.3 ⁺ 0.6 [*] 0.9 [*] 0.9 [*] 0.9 [*] 0.8 [*] 0.7 [*] 0.6 ⁺ 0.5	FIN. FLOOR = 973.50	⁺ 0.5 ⁺ 0.5 ⁺ 0.5 ⁺ 0.4 ⁺ 0.4 ⁺ 0.4 ⁺ 0.4 ⁺ 0.2 ⁺ 0.2 ⁺ 0.1 ⁺ 0.1 ⁺ 0.1 ⁺ 0.1 ⁺ 0.0 ⁺
⁺ 0.1 ⁺ 0.1 ⁺ 0.2 ⁺ 0.2 ⁺ 0.4 * 0.7 * 0.7 * 0.7 * 0.7 * 0.6 * 0.6 † 0.5	- + + + + + + + + + + + + + + + + + + +	+0.3 +0.3 +0.3 +0.3 +0.3 +0.3 +0.3 +0.3
+0.0 $+0.1$ $+0.1$ $+0.1$ $+0.2$ $+0.3$ $+0.5$ $+0.5$ $+0.5$ $+0.5$ $+0.5$ $+0.5$ $+0.4$ $+0.4$ $+0.4$	<u>.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0 </u>	+0.0 +0.0 +0.0 +0.0 +0.0 +0.0 +0.0 +0.0

 $\begin{array}{|} 0.0 \\ 0.0$

EXISTING

BUILDING

General Note

- 1. SEE SCHEDULE FOR LUMINAIRE MOUNTING HEIGHT.
- 2. CALCULATIONS ARE SHOWN IN FOOTCANDLES AT: 0' 0"

3. LIGHTING ALTERNATES REQUIRE NEW PHOTOMETRIC CALCULATION AND RESUBMISSION TO CITY FOR APPROVAL.

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.

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.

UNLESS EXEMPT, PROJECT MUST COMPLY WITH LIGHTING CONTROLS REQUIRMENTS DEFINED IN ASHRAE 90.1 2013. FOR SPECIFIC INFORMATION CONTACT GBA CONTROLS GROUP AT ASG@GASSERBUSH.COM OR 734-266-6705.

FOR ORDERING INQUIRIES CONTACT GASSER BUSH AT QUOTES@GASSERBUSH.COM OR 734-266-6705.

THIS DRAWING WAS GENERATED FROM AN ELECTRONIC IMAGE FOR ESTIMATION PURPOSE ONLY. LAYOUT TO BE VERIFIED IN FIELD BY OTHERS.

MOUNTING HEIGHT IS MEASURED FROM GRADE TO FACE OF FIXTURE. POLE HEIGHT SHOULD BE CALCULATED AS THE MOUNTING HEIGHT LESS BASE HEIGHT.

Statistics

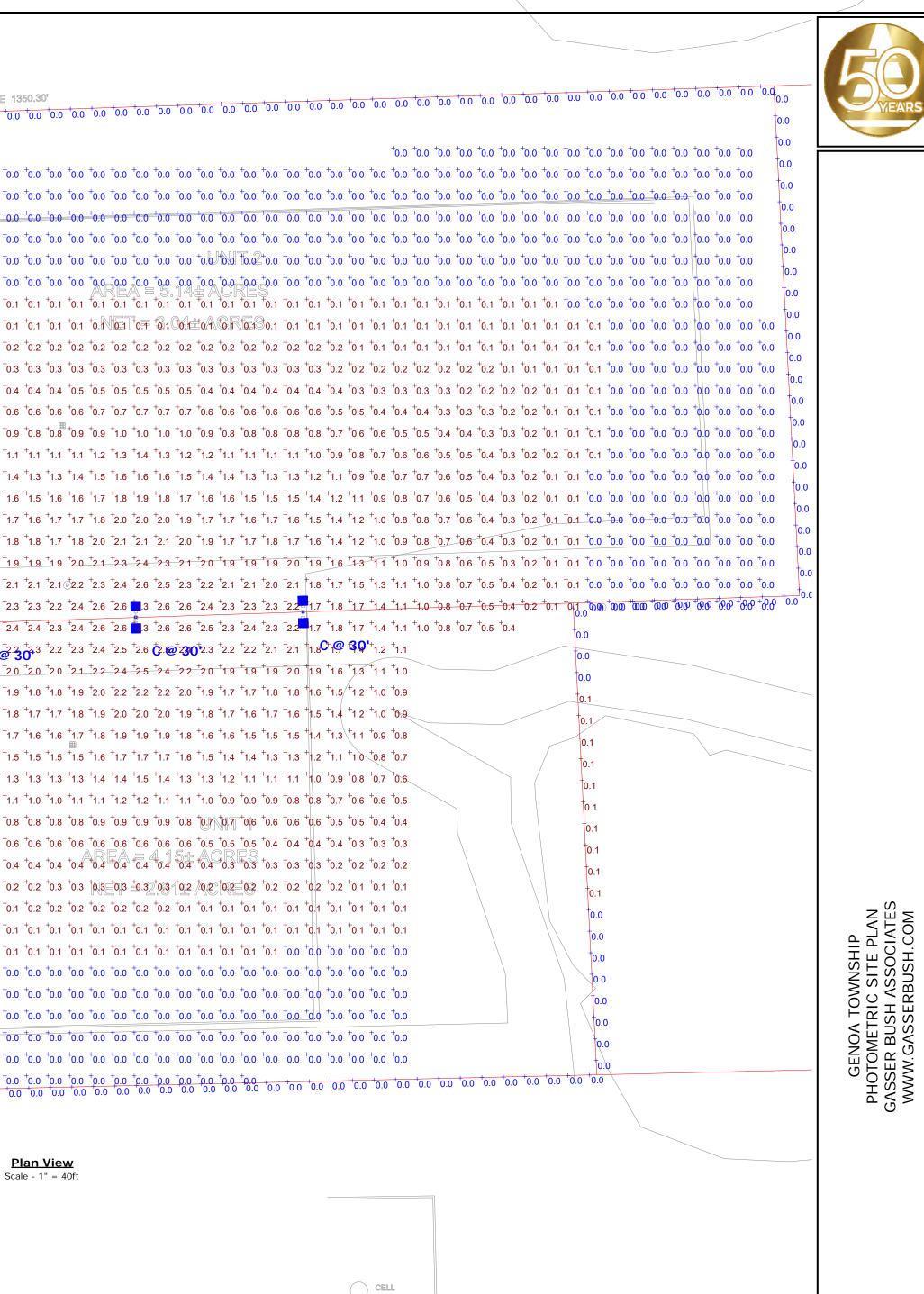
CONCRETE

Description

North Parking Lot					
Property Line					
South Darking Lat					

South Parking Lot Grade

Schedule								
Symbol	Label	Quantity	Manufacturer	Catalog Number	Description	Lumens Per Lamp	Light Loss Factor	Wattage
	А	4	Lithonia Lighting	DSX1 LED P4 40K 70CRI TFTM	D-Series Size 1 Area Luminaire P4 Performance Package 4000K CCT 70 CRI Forward Throw	16384	0.9	123.94
	В	2	Lithonia Lighting	DSX1 LED P4 40K 70CRI T3M	D-Series Size 1 Area Luminaire P4 Performance Package 4000K CCT 70 CRI Type 3 Medium	16032	0.9	123.94
	С	6	Lithonia Lighting	DSX1 LED P4 40K 70CRI T5W	D-Series Size 1 Area Luminaire P4 Performance Package 4000K CCT 70 CRI Type 5 Wide	17013	0.9	247.88
	D	6	Lithonia Lighting	DSXW2 LED 30C 1000 40K TFTM MVOLT	DSXW2 LED WITH 3 LIGHT ENGINES, 30 LED's, 1000mA DRIVER, 4000K LED, TYPE FORWARD THROW MEDIUM OPTIC	11120	0.9	109
	Е	0	Lithonia Lighting	DSX1 LED P4 40K 70CRI T5W	D-Series Size 1 Area Luminaire P4 Performance Package 4000K CCT 70 CRI Type 5 Wide	17013	0.9	123.94

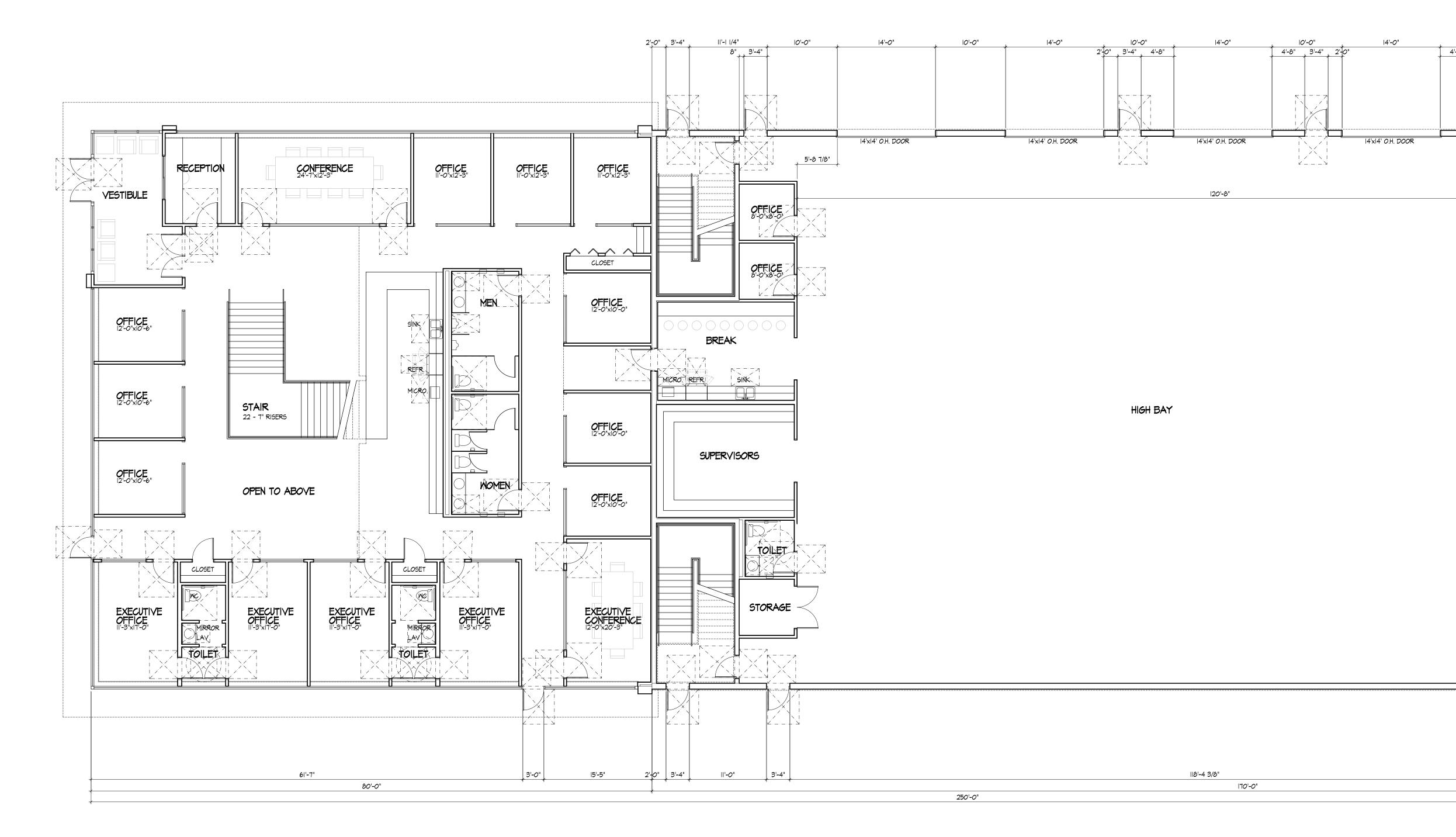


Symbol	Avg	Max	Min	Max/Min	Avg/Min	Avg/Max
Ж	1.7 fc	4.4 fc	0.5 fc	8.8:1	3.4:1	0.4:1
+	0.0 fc	0.9 fc	0.0 fc	N/A	N/A	0.0:1
Ж	1.7 fc	4.8 fc	0.5 fc	9.6:1	3.4:1	0.4:1
+	0.9 fc	5.0 fc	0.0 fc	N/A	N/A	0.2:1

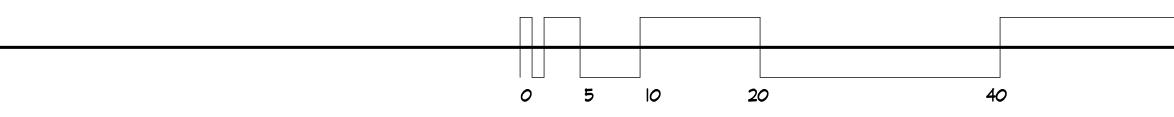
TOWER

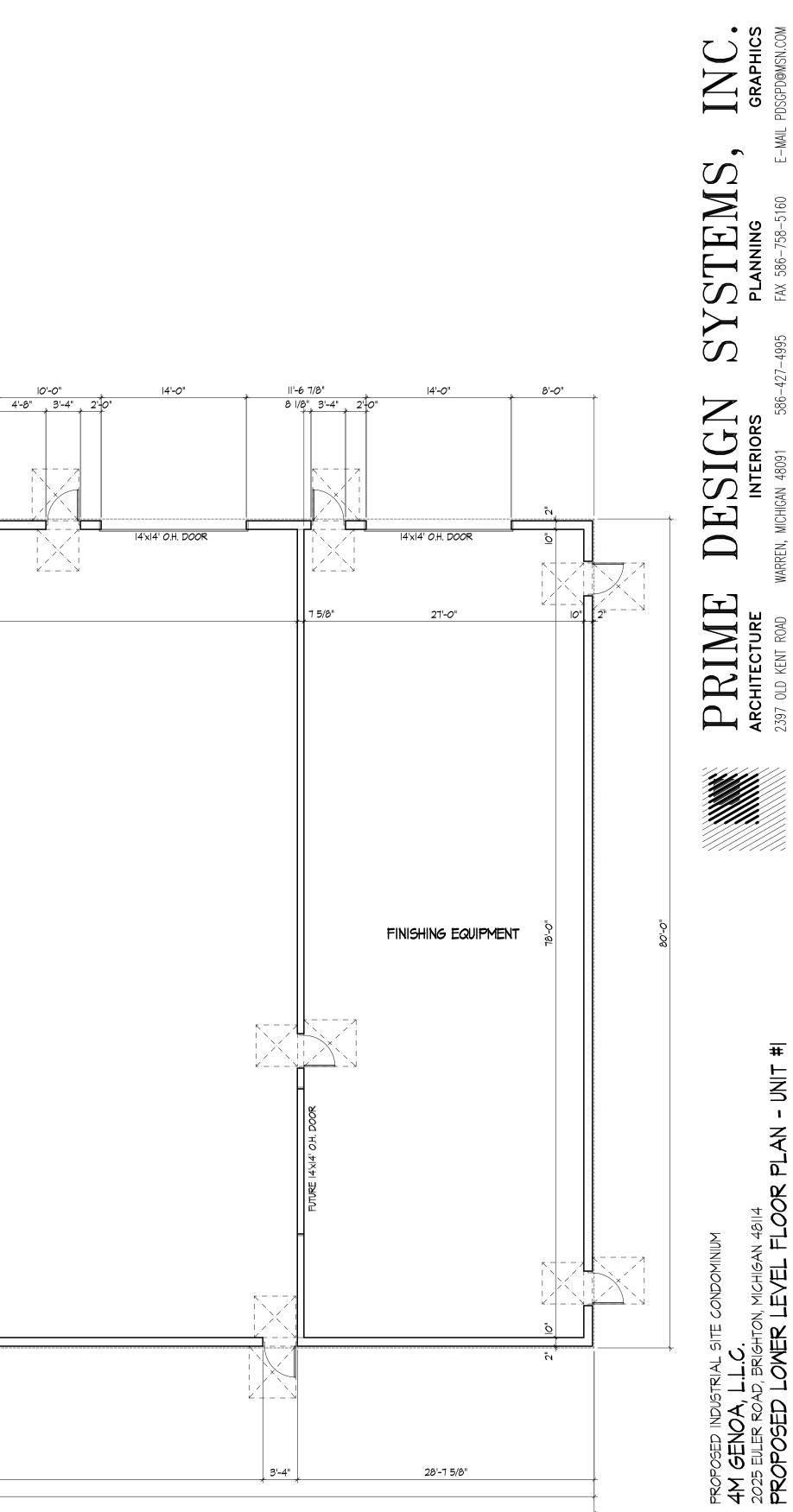
A TOWNSHIP TRIC SITE PLAN JSH ASSOCIATES SSERBUSH.COM ENOA FOMET ER BUS

Designer DR Date 11/30/2023 Scale Not to Scale Drawing No. QUICK CALC V1 1 of 1



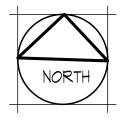
UNIT #1 - MRM CONSTRUCTION PROPOSED LOWER LEVEL PLAN SCALE: |/8'' = |'=0''





28'-7 5/8"

REVISIONS 10/03/2023 10/26/2023 · Massime. IO/27/2023 I2/20/2023 OI/I7/2024 O2/20/2024 O4/22/2024 TATE OF MIC. GLENN PETER De SIMONE ARCHITECT No. ↓ ↓ ↓ ↓ ENSED ARCH LICENSE NUMBER: 1301030329 SIGNED & SEALED: 04/22/2024 EXPIRES: 10/31/2025



3'-4"

80



PROJECT 23/1751

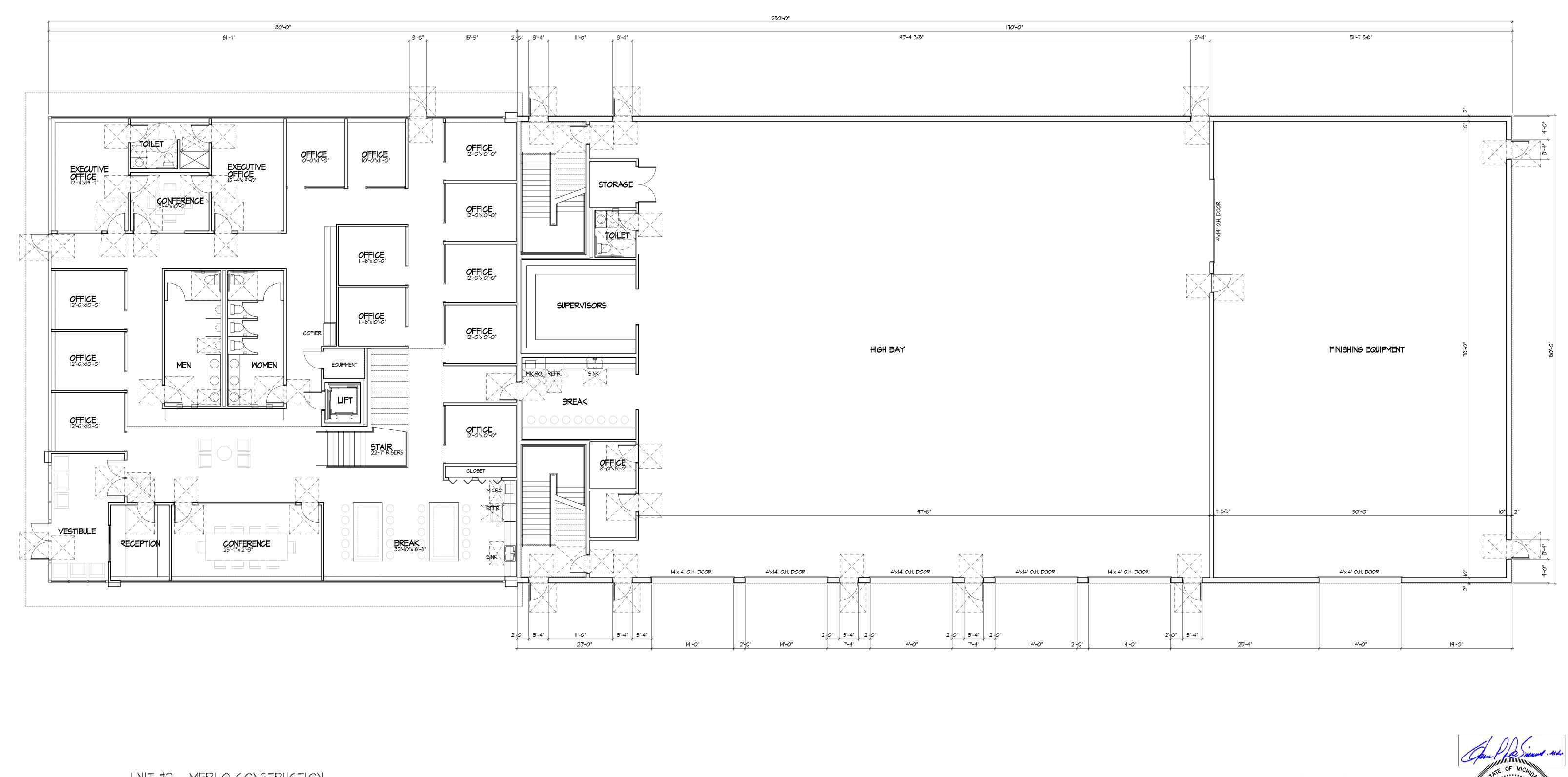
DATE 09/18/2023

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UNIT

A N

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UNIT #2 - MERLO CONSTRUCTION PROPOSED LOWER LEVEL PLAN

SCALE: |/8'' = |'-0''

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Ц # UNIT 1 A N Q $\frac{1}{2} \frac{1}{2}$ ÷ □ ; MICHIG NOL N. – PROPOSEI 4M GEN 2025 EULE PROPO **PROJECT** 23/1751 **DATE** 09/18/2023

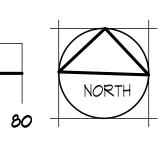
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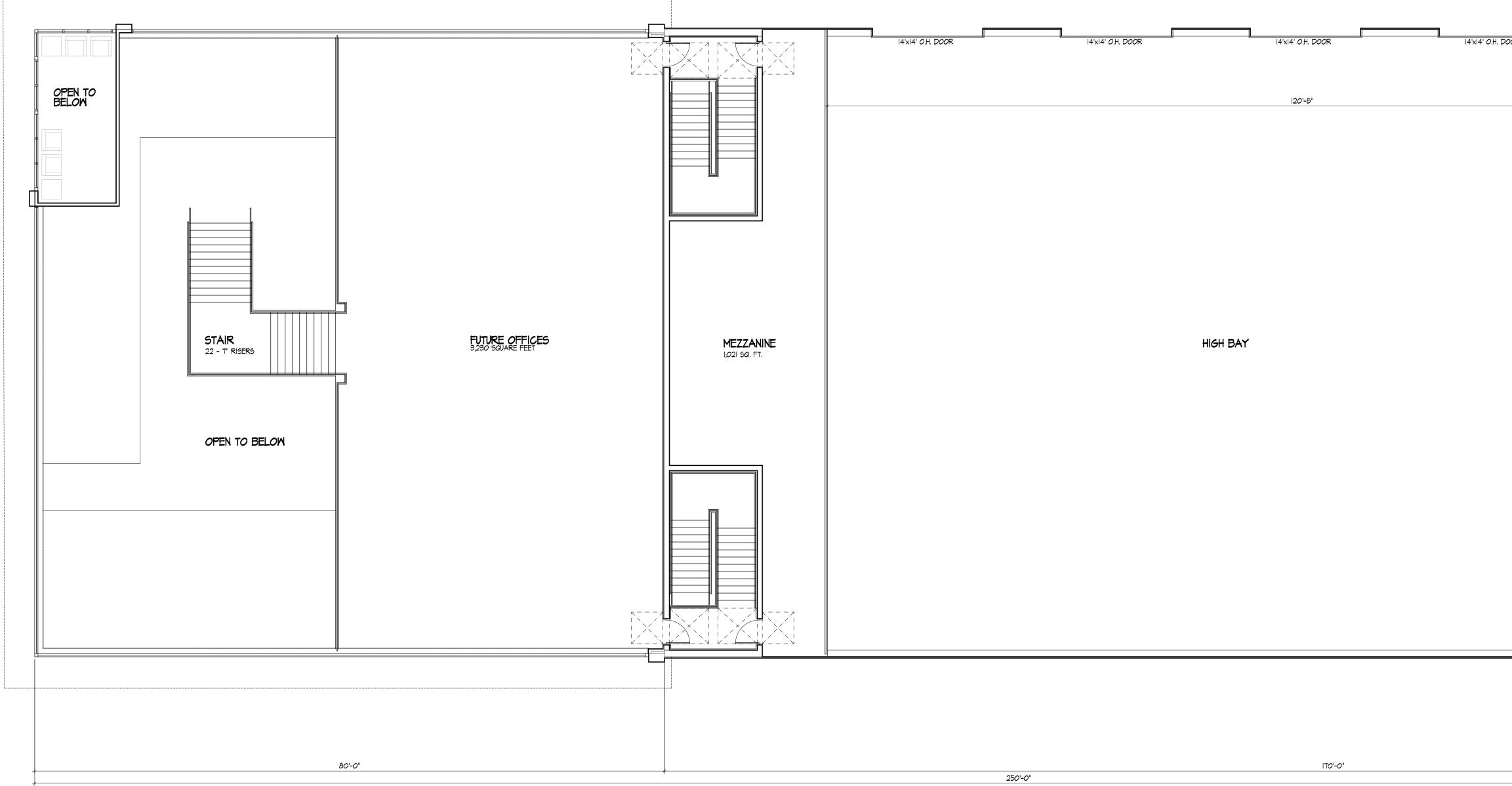


GLENN PETER De SIMONE ARCHITECT No. ↓ ↓ ↓ ↓

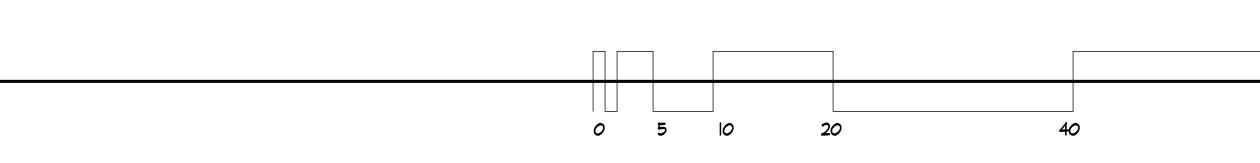
"ENSED ARCH"

LICENSE NUMBER: 1301030329 SIGNED & SEALED: 04/22/2024 EXPIRES: 10/31/2025





UNIT #1 - MRM CONSTRUCTION **PROPOSED UPPER LEVEL PLAN** SCALE: 1/8" = 1'-0"



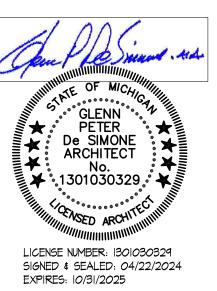


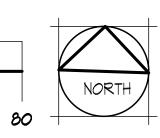
UNI⊤ I Z ▼ <u>ה</u> Q $\frac{\overline{a}}{\overline{0}}$ <u>N</u> \mathbf{N} \mathbf{O} įΦč 1079 12025 12025 12025 **PROJECT** 23/1751 **DATE** 09/18/2023

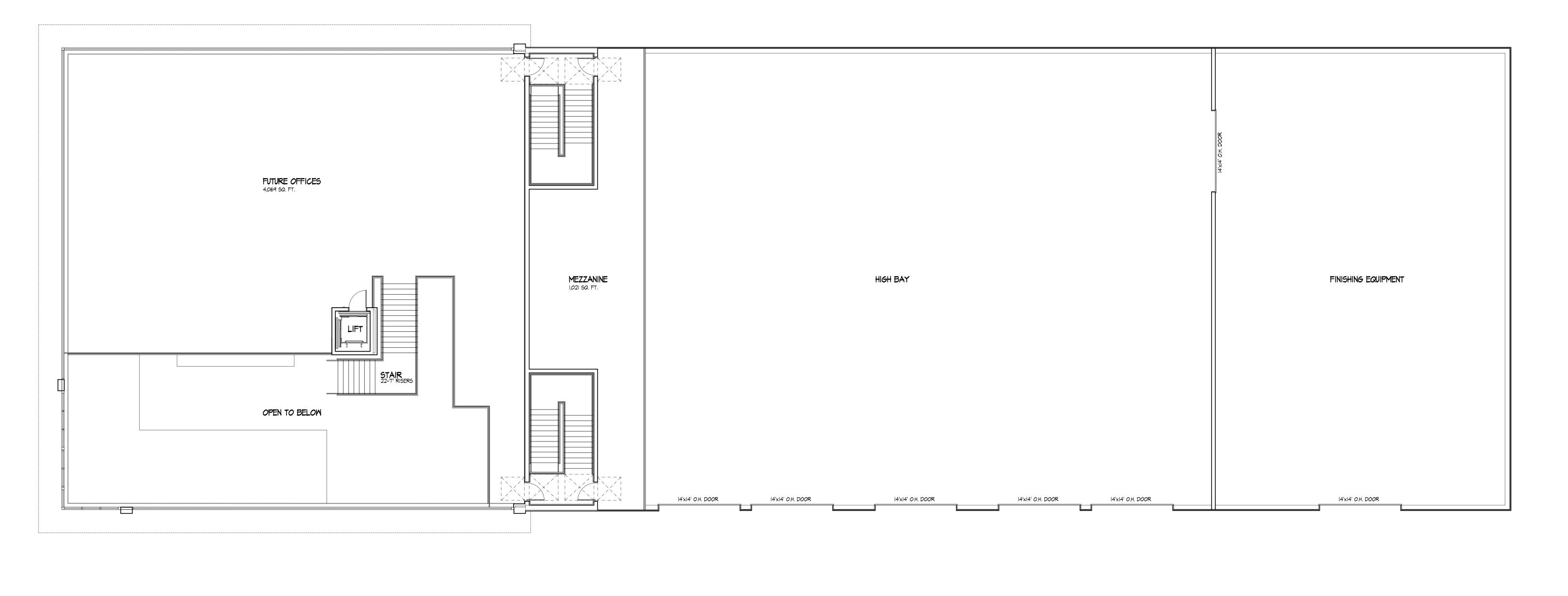
REVISIONS 10/03/2023 10/26/2023 10/27/2023 12/20/2023 01/17/2024 02/20/2024 02/20/2024



	r				
DOOR	14'x14' O.H. DOOR		14'x14' O.H. DOOR	1	
			7 5/8"27'-0"	10"	2"
			ř	2	
		_			
		DOOR			
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		FUTURE 14'x14' O.H. DOOR			
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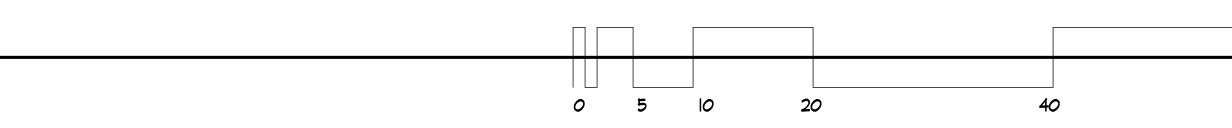






UNIT #2 - MERLO CONSTRUCTION PROPOSED LOWER LEVEL PLAN

SCALE: |/8'' = |'-0''





UNIT Z ▼ ב 8||4 000 HTON, MICHIG, S Ш PROPOSED INDUSTRIAL SI 4M GENOA, L.L.C. 2025 EULER ROAD, BRIGH PROPOSED UPPER **PROJECT** 23/1751 **DATE** 09/18/2023

REVISIONS 10/03/2023 10/26/2023 10/21/2023 12/20/2023 01/17/2024 02/20/2024 02/20/2024

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GLENN → PETER → De SIMONE ARCHITECT No. → 1301030329

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LICENSE NUMBER: 1301030329 SIGNED & SEALED: 04/22/2024 EXPIRES: 10/31/2025

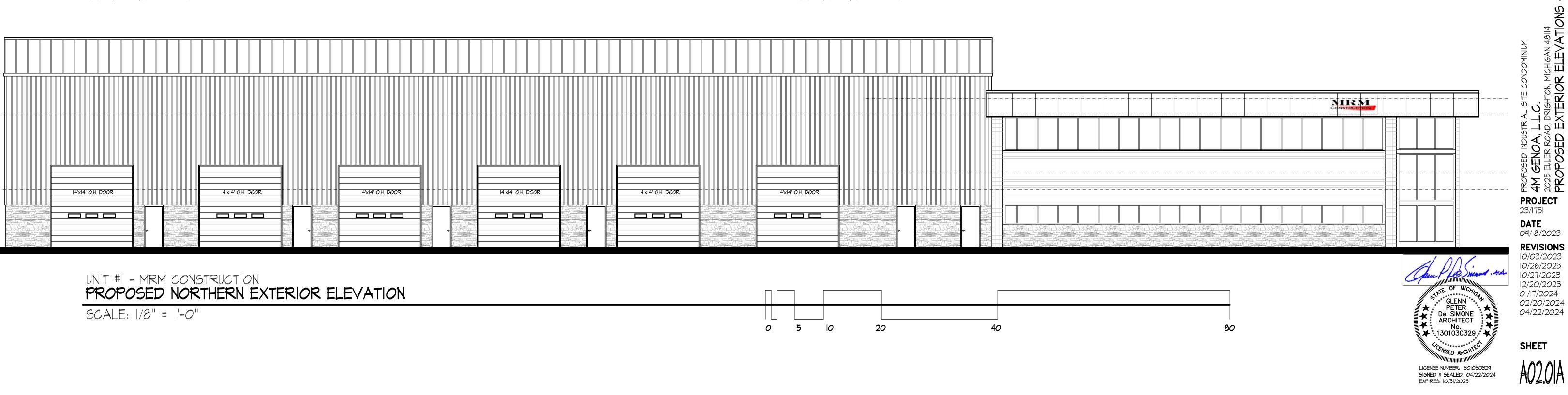
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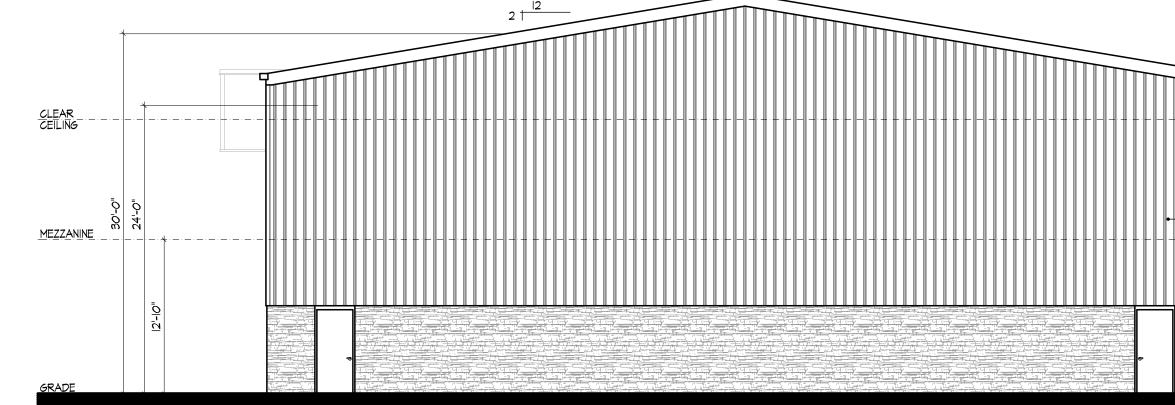


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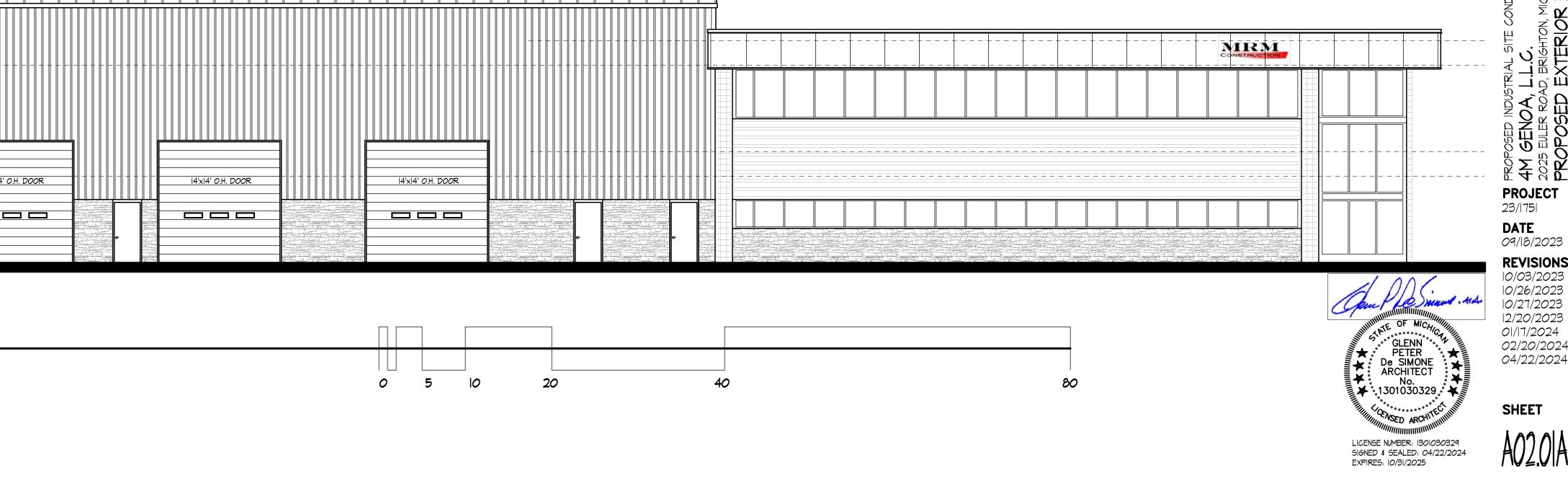


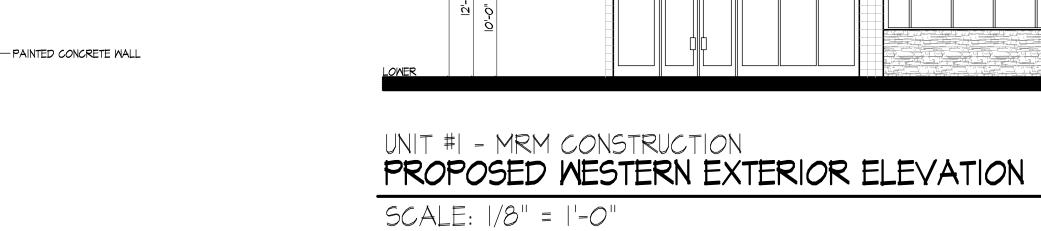


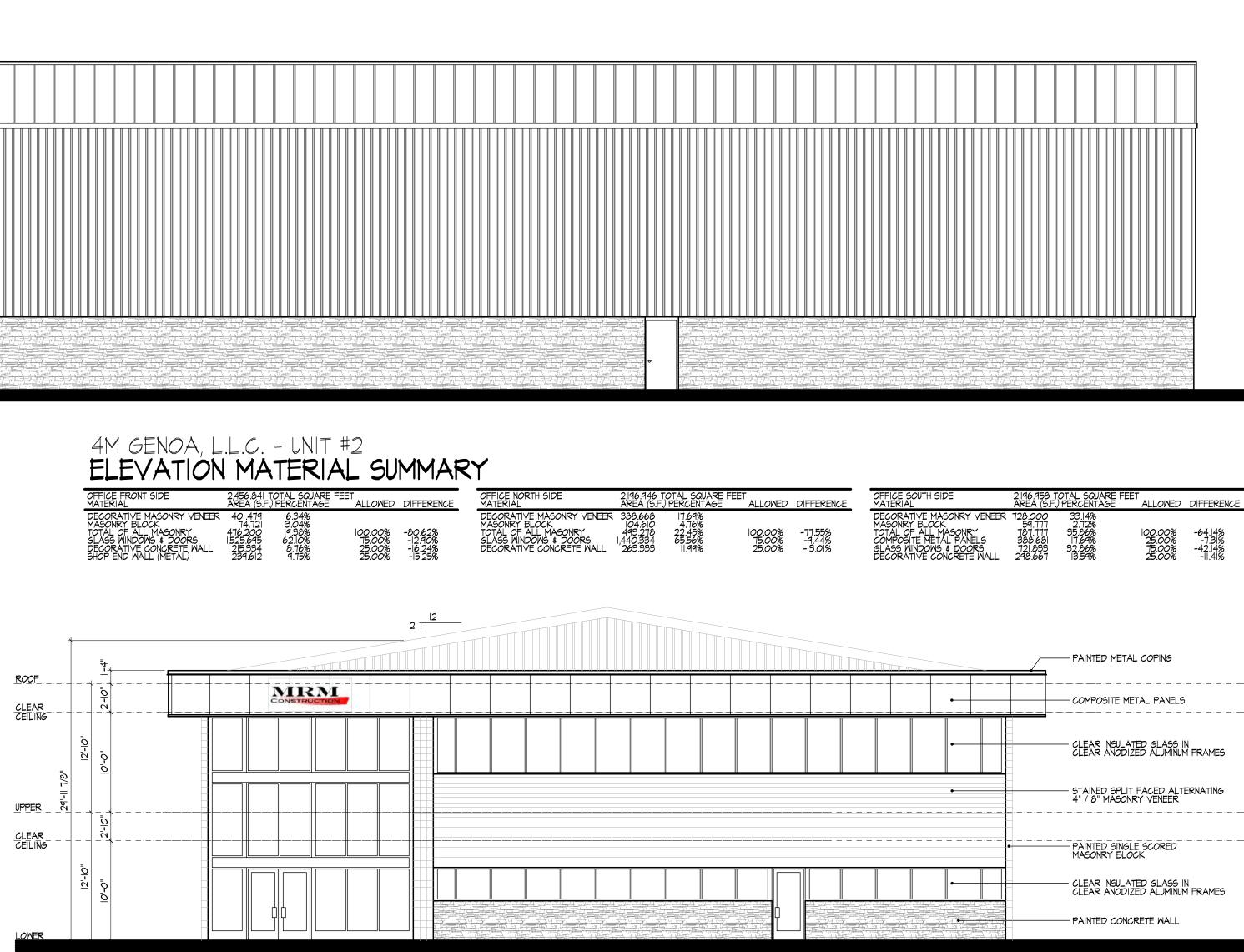
UNIT #1 - MRM CONSTRUCTION PROPOSED SOUTHERN EXTERIOR ELEVATION SCALE: |/8'' = |'-0''



INSULATED METAL SIDING







ΗTON, Δ L.L.C. D, BRIG ₹^S A 4M GENO, 2025 EULER R PROPOSE

INC

SYSTEMS, Planning

DESIGN

PRIME

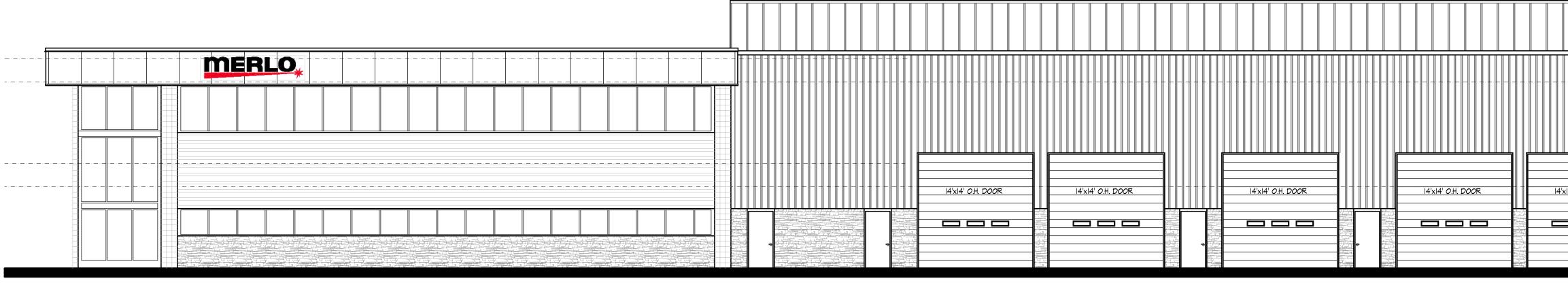
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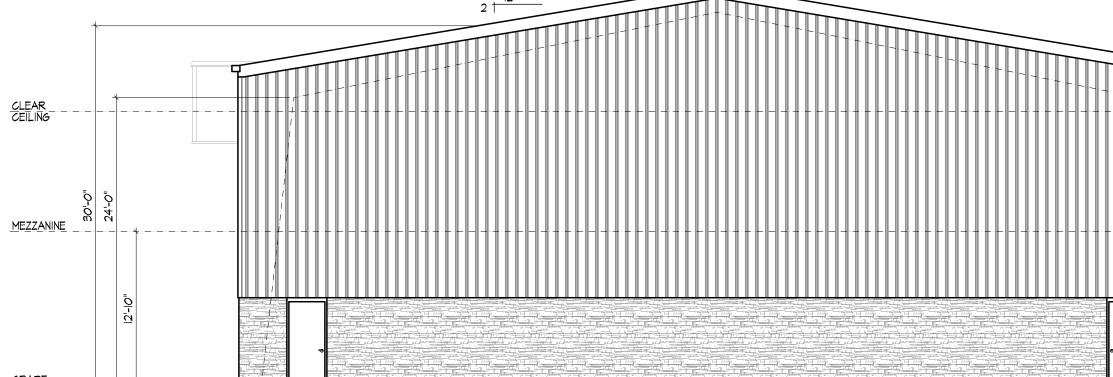
UNIT

SCALE: |/8'' = |'=0''

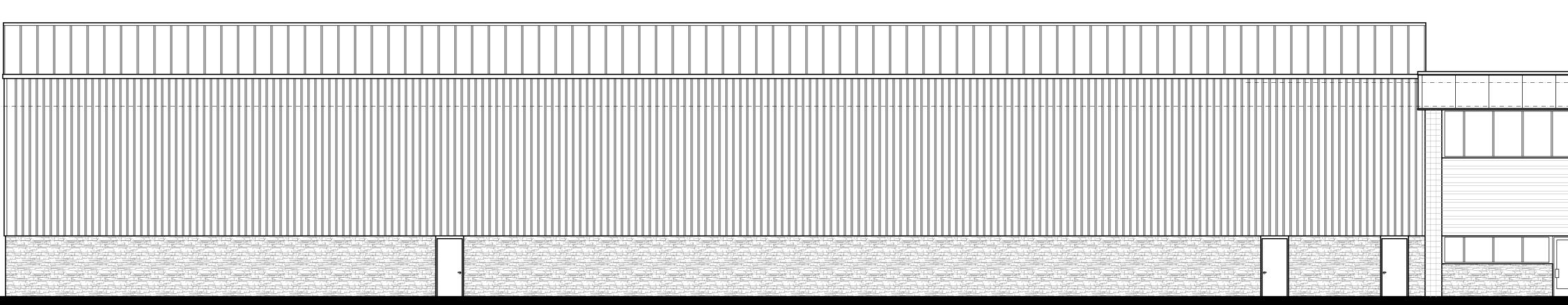
UNIT #2 - MERLO CONSTRUCTION PROPOSED SOUTHERN EXTERIOR ELEVATION

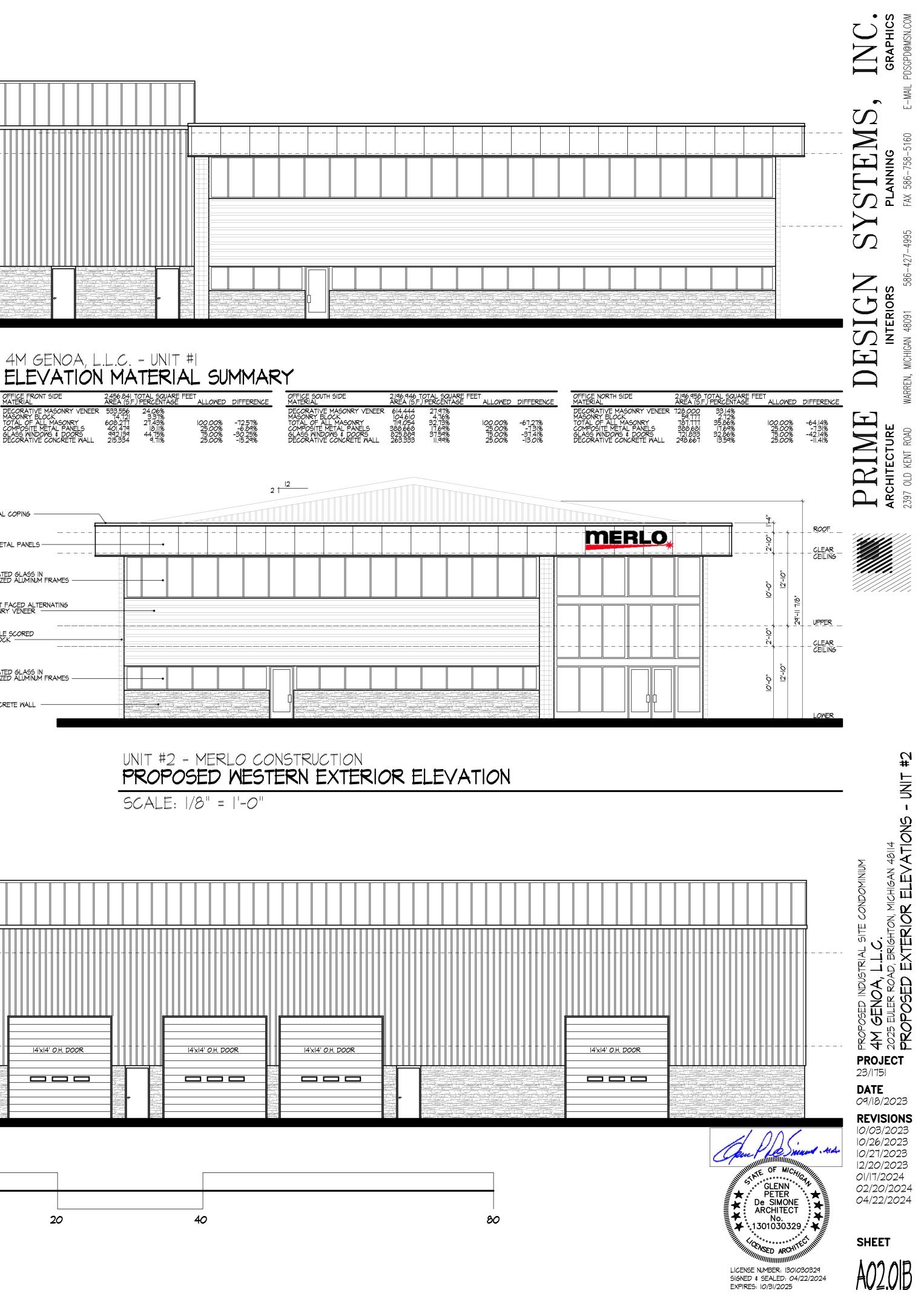


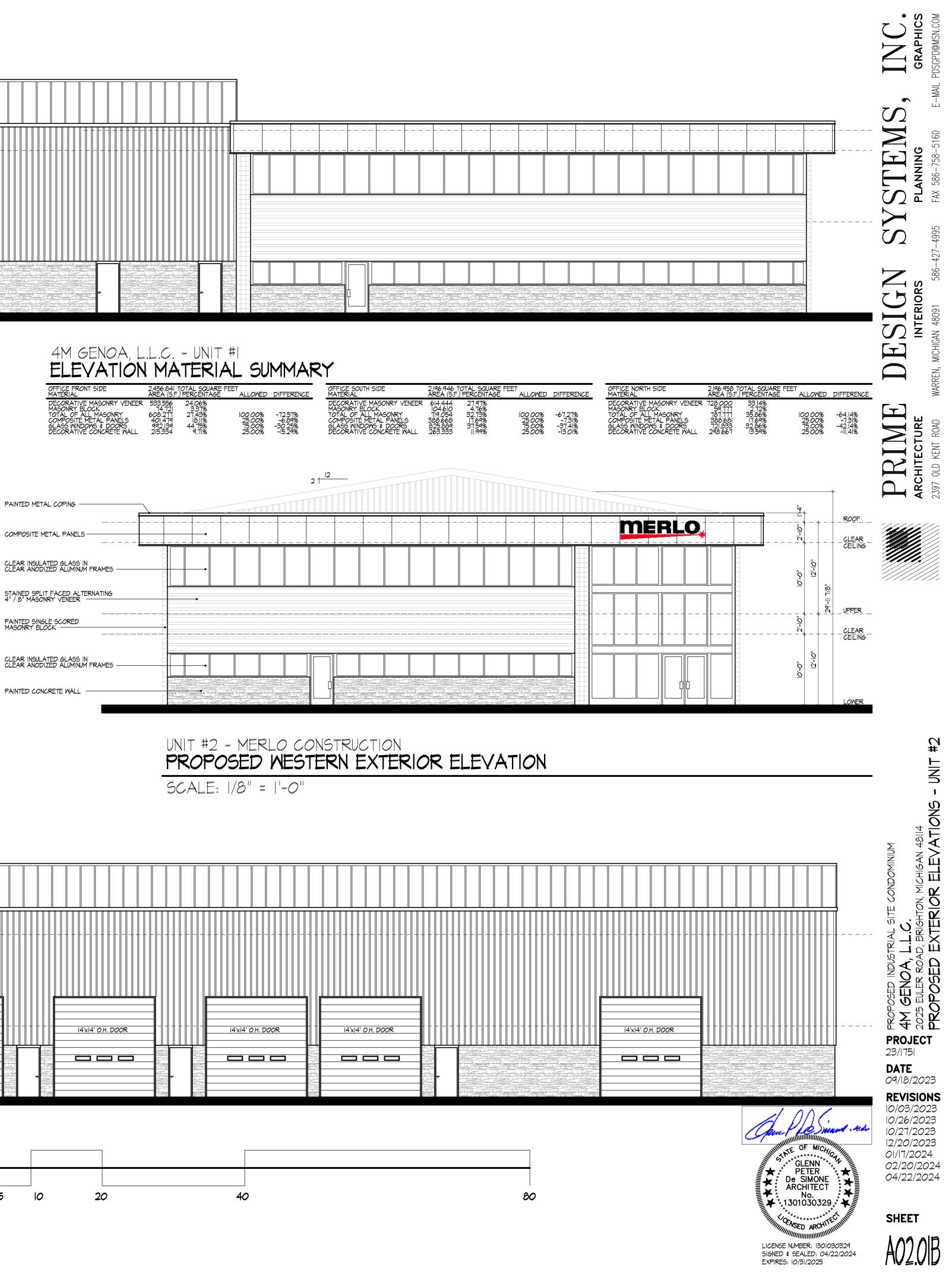


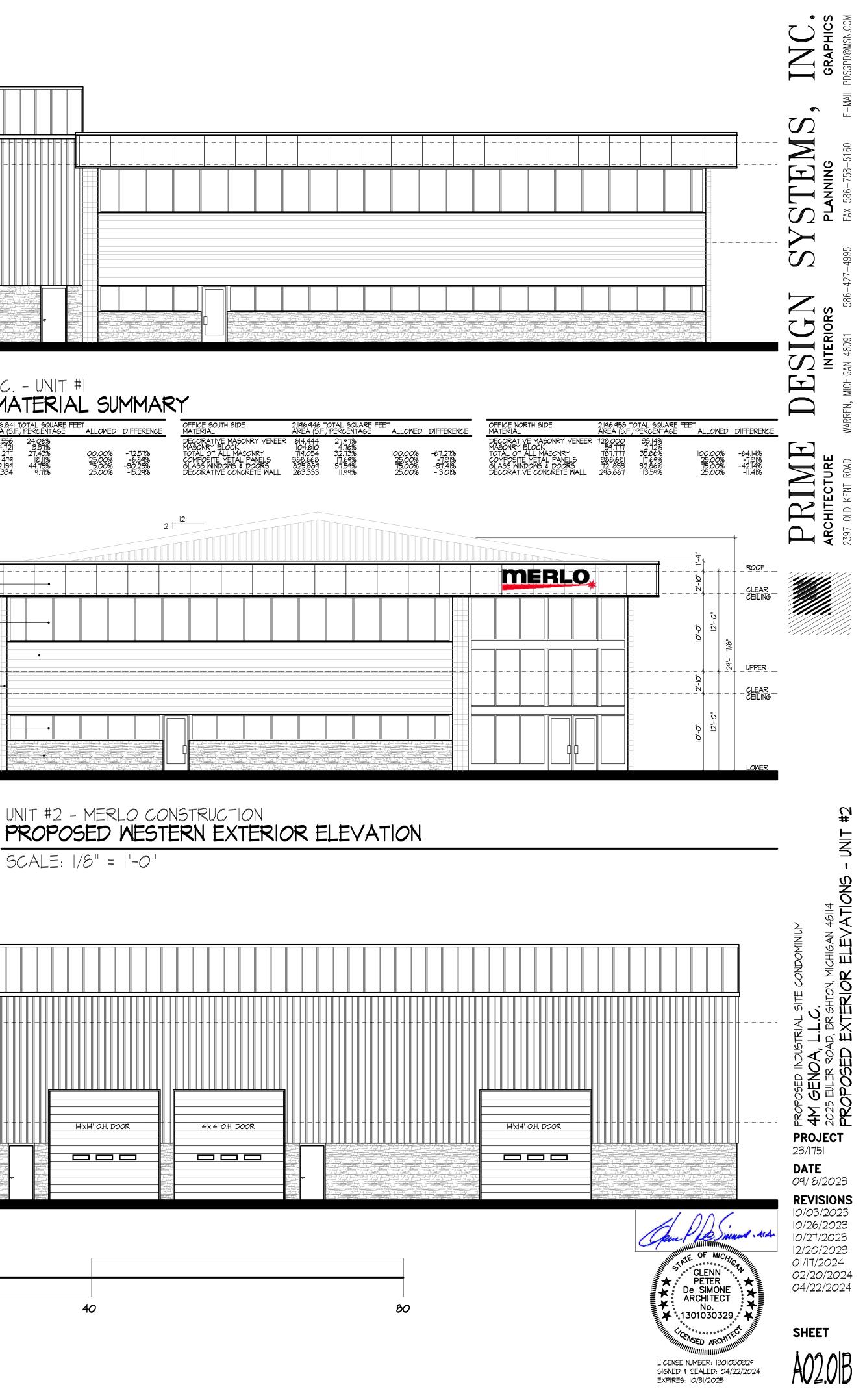


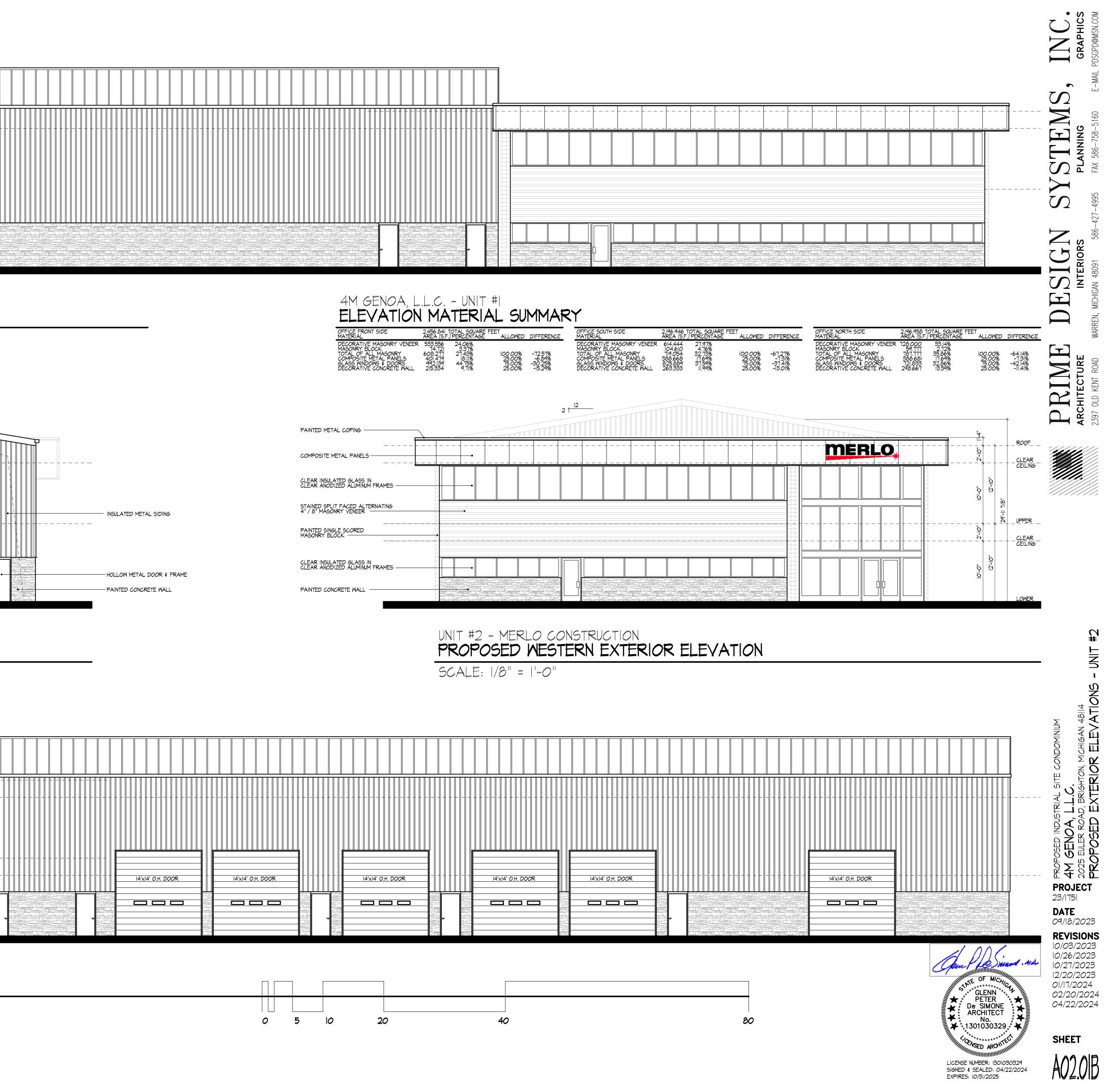






















GENOA CHARTER TOWNSHIP Application for Site Plan Review

TO THE GENOA TOWNSHIP PLANNING COMMISSION AND TOWNSHIP BOARD:

APPLICANT NAME & ADDRESS: Michael Maxey, 2798 E. Grand River Ave.

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

OWNER'S NAME & ADDRESS: Bob Maxey Ford of Howell

SITE ADDRESS: 2798 E. Grand River Ave. PARCEL #(s): 11-06-200-113

APPLICANT PHONE: (517) 338-0201 OWNER PHONE: ()

OWNER EMAIL: mmaxey@bobmaxey.com

LOCATION AND BRIEF DESCRIPTION OF SITE: _____Existing Car Dealership

Approximately 0.40 miles east of intersection of E. Grand Rive Avenue

and Chilson Road.

BRIEF STATEMENT OF PROPOSED USE: _____

The property will maintain it's existing use of New & Pre-Owned Auto

Sales & Service and Body Shop

THE FOLLOWING BUILDINGS ARE PROPOSED: Expansion to the vehicle service building to add four new service areas.

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: Michael Maxey ADDRESS: 2798 E. Grand River Howell MI 48843

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

1.) Hugo Ceron Name

of Livingston Engineering Business Affiliation ahugo@livingstoneng.com

E-mail Address

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 The D Vicefung	DATE: 3-26-24
PRINT NAME: Michael Maxey	PHONE: 517-338-0201
ADDRESS: 2798 E. Grand River	Howell MI 48843



Planning Commission Genoa Township 2911 Dorr Road Brighton, Michigan 48116

Attention:	Amy Ruthig, Planning Director
Subject:	Bob Maxey Ford – Site Plan Review #2
Location:	2798 E. Grand River Avenue – south side of Grand River Avenue, east of Chilson Road
Zoning:	GCD General Commercial District

Dear Commissioners:

At the Township's request, we have reviewed the revised site plan submittal to expand the existing building and parking lot for the existing automobile dealership at 2798 E. Grand River Avenue (plans dated 4/23/24).

A. Summary

- 1. The proposed expansion areas are mostly compliant with the use requirements for auto sales; however, the following requirements are not met/warrant additional discussion:
 - Existing vehicle storage/display along Grand River occupies the area required for a 20' landscaped greenbelt.
 - Improvements may be required if there are current issues with off-site vehicle un/loading.
 - The proposed vehicle storage area does not fully provide a buffer zone B.
- 2. The amount of metal siding on the building exceeds that allowed by Section 12.01; however, it matches the existing building.
- 3. Building design, including materials and color, are subject to review and approval by the Planning Commission.
- 4. In our opinion, the Commission may allow single striping for the spaces in the proposed expansion area since it is intended for vehicle storage and not customer or employee parking.
- 5. We suggest the new pole mounted light fixtures be reduced in height to 20', since the property abuts residential uses to the south.
- 6. The Commission may modify landscaping/screening requirements, per Section 12.02.13.
- 7. The applicant must replace any plantings on the approved landscape plan that have been removed or are in poor condition.
- 8. The applicant must address any comments provided by the Township Engineer or Brighton Area Fire Authority.



Aerial view of site and surroundings (looking north)

B. Proposal/Process

The applicant proposes expansion of the building (4,420 square feet) and parking/storage area (for 70 additional vehicles) for an existing automobile dealership. The proposed building expansion includes a relocated auto wash.

Table 7.02 allows automobile sales (new and used) and auto washes with special land use approval in the GCD. As a previously approved special land use, the proposal is deemed a minor amendment, per Section 19.06.

As such, site plan review is the only development review process required at this time. Planning Commission has review and approval authority over the site plan.

With that being said, the applicant should be aware that any additional expansion in the future will likely result in a major amendment/expansion.

C. Use Requirements (Auto Sales)

We have reviewed the auto sales component of the project for compliance with the use requirements of Section 7.02.02(c), as follows:

1. Sale space for used mobile homes, recreational vehicles and boats may only be carried on in conjunction with a regularly authorized new mobile home, recreational vehicle or boat sales dealership on the same parcel of land.

The site is an existing new and used automobile dealership.

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

The proposed vehicle storage area is paved.

3. No storage or display of vehicles shall be permitted in any landscape greenbelt area, provided the Township may permit a display pod for an automobile within the greenbelt area where it is integrated into the landscape design.

The proposed vehicle storage area is not within a required landscape greenbelt area.

However, based on review of aerial photos, much of the existing storage/display area along the Grand River frontage is within the required 20-foot wide greenbelt.

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

The existing dealership contains multiple buildings with more than 500 square feet of floor area for office use.

5. All loading and truck maneuvering shall be accommodated on-site.

No changes are proposed to existing ingress/egress. We are under the impression that loading and maneuvering are accommodated on-site (i.e., trailers are not being un/loaded in the right-of-way). If this is not the case, improvements may be required as part of this project.

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

The rear of the subject site abuts existing residential. Based on review of aerial photos, it does not appear that a buffer zone A is provided along the rear lot line; however, there is an existing 6-foot tall masonry wall.

The west side of the proposed vehicle storage area contains existing mature vegetation that will be preserved, and the revised plans include plantings along the proposed vehicle storage lot, though the new plantings do not constitute a buffer zone B.

D. Use Requirements (Auto Wash)

We have reviewed the relocated car wash for compliance with the use requirements of Section 7.02.02(l), as follows:

1. Only one (1) ingress/egress driveway shall be permitted on any single street.

The site currently has 3 drives with access to/from Grand River Avenue. However, this is an existing condition, and the proposed relocation is not impacted.

2. Where adjoining a residential district, a solid fence or wall six (6) feet in height shall be erected along any common lot line. Such fence or wall shall be continuously maintained in good condition. The Planning Commission may require landscaping, including a berm, as an alternative.

The revised submittal includes photos of existing conditions (Sheet C5.1). The rear of the property contains an existing 6-foot tall screen wall, per this requirement.

3. All washing facilities shall be within a completely enclosed building.

This standard is met.

4. Vacuuming and drying may be located outside the building, but shall not be in the required front yard and shall be set back at least fifty (50) feet from any residential district.

The site plan does not identify vacuuming or drying locations, though the building itself is more than 100' from the adjacent residential to the south.

5. All cars required to wait for access to the facilities shall be provided stacking spaces fully off the street right-of-way which does not conflict with vehicle maneuvering areas to access gasoline pumps or vacuums, and as required Article 14, Parking and Loading/Unloading Standards.

Since the car wash is an accessory component of the auto dealership, and not one for public use, we do not feel that this standard is applicable.

E. Site Plan Review

- 1. **Dimensional Requirements.** The proposed building and parking lot/vehicle storage area expansion comply with setback and lot coverage requirements of the GCD. The building expansion also complies with the maximum height allowance.
- 2. Building Design and Materials. The proposed building expansion includes metal siding and concrete block base, both of which are intended to match the existing building.

Though the amount of metal siding exceeds the maximum allowed by Section 12.01, the Commission may allow additions that match existing building materials.

Building materials and colors are subject to review and approval by the Planning Commission. The applicant should be prepared to present material and color samples at the Commission meeting.

- **3.** Pedestrian Circulation. There is an existing sidewalk/pathway along the site's Grand River frontage.
- 4. Vehicular Circulation. The existing site has 3 drive connections to/from Grand River (one of which appears to be shared with the property to the west). No changes are proposed to the existing drives.

Internally, the drive aisles in the proposed expansion area meet the minimum width for two-way travel.

The applicant must address any comments provided by the Township Engineer and/or the Brighton Area Fire Authority with respect to vehicular circulation.

5. Parking. In total, the site will provide 601 parking/storage spaces. The majority (490) are for vehicle storage and not actual employee or customer parking spaces.

The proposed storage area complies with the dimensional requirements of Section 14.06.04, though looped striping is not provided.

Since this area is intended for storage/display and not employee/customer parking, we are of the opinion that the Commission may allow single striping.

6. Exterior Lighting. The revised submittal does not include a lighting plan, though the initial submittal identified 5 light poles and 7 wall mounted fixtures for the proposed expansion areas.

Details on the initial plan noted the use of downward directed, cut-off LED fixtures, per Ordinance requirements.

Mounting heights were noted as 10' (wall) and 25' (pole). Per Section 12.03.03, mounting height cannot exceed 20' where adjacent to residential.

Though there is a relatively large separation between the proposed vehicle storage area and the adjacent residential to the south, we suggest the applicant reduce the mounting height of the light poles to 20'.

Maximum photometric readings (both on-site and along property lines) complied with Ordinance standards.

7. Landscaping. The revised submittal includes a landscape plan depicting new plantings around the proposed vehicle storage lot and photos demonstrating existing conditions.

New plantings include 14 trees and 59 shrubs along the north and south sides of the proposed vehicle storage lot. While this does not constitute a full buffer zone B, it will be an improvement for this area of the property, which is not highly visible.

The Commission may modify landscaping/screening requirements, per Section 12.02.13.

Additionally, the applicant must replace any plantings on the previously approved landscape plan that have been removed or are in poor condition.

8. Waste Receptacle. The revised plan identifies an existing waste receptacle and enclosure in the southeast corner of the property.

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

Respectfully, **SAFEBUILT**

Brian V. Borden, AICP Michigan Planning Manager



May 6, 2024

Ms. Amy Ruthig Genoa Township 2911 Dorr Road Brighton, MI 48116

Re: Bob Maxey Ford Parking Lot Addition and Building Expansion Site Plan Review No. 2

Dear Ms. Ruthig:

Tetra Tech has conducted a second review of the Bob Maxey Ford Parking Lot Addition and Building Expansion site plan last dated April 23, 2024. The impact assessment and site plan documents were prepared by Livingston Engineering. The site is located on an 11.27 acre parcel on the south side of Grand River Avenue and the petitioner is proposing to build an approximately 4,420 sq.ft. expansion to the south of the existing building and construct a new 70 car parking lot on the west side of the property. Tetra Tech has reviewed the documents and offers the following comments.

PAVEMENT/PARKING LOT

1. The comments from our April 16, 2024, on the parking layout have been addressed.

DRAINAGE/GRADING

2. The petitioner has indicated that the detention basin in the southwest corner of the site is under Livingston County Drain Commissioner jurisdiction and the construction plans will be submitted for their review and approval.

UTILITIES

- 3. The petitioner has indicated that the existing valves to isolate the water main during construction will be shown on the construction drawings.
- 4. Connection of the new trench drains in the building expansion to the sanitary sewer will be shown on the construction drawings.
- 5. Storm sewer calculations will be provided in the construction drawings indicating the existing 30" storm sewer has adequate capacity for receiving runoff from the new parking lot.

The Petitioner has satisfactorily addressed our previous comments and we have no further engineering related concerns with the proposed site plan. Please call or email if you have any questions.

Sincerely,

Barker

John Y. Barber, P.E. Project Engineer

BRIGHTON AREA FIRE AUTHORITY



615 W. Grand River Ave. Brighton, MI 48116 o: 810-229-6640 f: 810-229-1619

May 7, 2024

Amy Ruthig/Sharon Stone Genoa Township 2911 Dorr Road Brighton, MI 48116

RE: Bob Maxey Ford Parking Lot and Building Expansion 2798 E Grand River Genoa Twp., MI

Dear Amy,

The Brighton Area Fire Authority has reviewed the above-mentioned site plan. The plans were received for review on April 23, 2024, and the drawings are dated March 26, 2024 with latest revisions dated April 23, 2024. The project is based on the proposed 4,420 square foot service addition to the existing service building. The plan review is based on the requirements of the International Fire Code (IFC) 2021 edition.

- 1. The existing fire hydrant and transformer pad must be relocated as they are an obstruction to the access drive. The hydrant needs to be moved to the end of the angle-parking aisle approximately 55' to the South, and provided with impact protection. The transformer relocation is to be determined by others but is recommended to be relocated to the East closer to the existing building and capable of providing proper clear access. (There are significant concerns with the flow and circulation throughout this site based on experiential vehicle traffic not reflected by the site plan and circulation drawing. This site is frequently overfilled with vehicles in various levels of repair, storage, spare parts, dumpsters, etc. If relocation of the transformer and fire hydrant is the objection, then the applicant and or the facility owner shall provide a resolution to this concern, guaranteeing that all access drives will remain from any obstruction at all times. For this addition, it would be especially critical not to park in front of the overhead doors as well given the proposed circulation.)
- The building sprinkler system is required to extend into the addition. If the carwash addition is provided with a proper fire-separation from the service building it is exempt from protection. (The existing building and addition will be modified to include a new NFPA-13 Fire Suppression system. This referenced note can also be found on sheet A1)

IFC 903

- 3. Two-way emergency vehicle access roads shall be a minimum of 26 feet wide clear width. This includes circulation around the new parking area addition and on the South side of the new building addition. The West face of the existing building to the East needs to be marked as a fire lane. Provide locations of signage and provide a detail of the fire lane sign in the submittal. Access roads to the site shall be provided and maintained during construction. New access roads shall be constructed to be capable of supporting the imposed load of fire apparatus weighing at least 84,000 pounds. (Refer to the site layout plan for revised drive isles. The northern curb and gutter are now shown as mountable curb to accommodate the fire lane without encroaching the existing rip rap any more than already shown..)
 - IFC D 103.6 IFC D 103.1 IFC D 102.1 IFC D 103.3

BRIGHTON AREA FIRE AUTHORITY



May 7, 2024 Page 2 Bob Maxey Ford Parking Lot and Building Expansion 2798 E Grand River Ave Site Plan Review

4. Access around the building shall provide emergency vehicles with a turning radius of 50-feet outside and 30-feet inside. Vehicle circulation shall account for non-emergency traffic and maintain the vehicle within the boundary of lanes of travel. Provide an emergency vehicle circulation plan. (Radii meet the requirements based on the circulation plan provided)

IFC 503.2.4

5. The location of existing Knox Boxes shall be indicated on future submittals. If a knox box is not provided, one shall be added to the building, located adjacent to the main entrance of the structure, in a location coordinated with the fire authority. (The existing Knox Box location is shown and labeled on the cover sheet map.)

IFC 506.1

6. During the construction process, the building will be evaluated for emergency responder radio signal strength. If coverage is found to be questionable or inadequate; the contractor or the building owner shall hire an approved contractor to conduct a grid test of the facility. If the signal strength coverage is found to be non-compliant, an approved emergency responder radio coverage system shall be provided in the building. (Noted, the contractor will coordinate with the Fire Marshal prior to commencing construction.)

IFC 510

Additional comments will be given during the building plan review process (specific to the building plans and occupancy). The applicant is reminded that the fire authority must review the fire protection systems submittals (sprinkler & alarm) prior to permit issuance by the Building Department and that the authority will also review the building plans for life safety requirements in conjunction with the Building Department.

If you have any questions about the comments on this plan review please contact me at 810-229-6640.

Cordially,

Rick Boisvert, CFPS Fire Marshal

cc:Amy Ruthig <u>amy@genoa.org</u>

Impact Assessment For Bob Maxey Ford Dealership Parking Lot Addition and Building Expansion 2798 Grand River Avenue Genoa Township Livingston County, Michigan

Prepared By

Livingston Engineering 3300 S. Old US-23 Brighton, MI 48114 (810) 225-7100 March 25, 2024 This impact assessment has been prepared in accordance with section 18.07 of the Genoa Township, Livingston County, Michigan Zoning Ordinance. This section states that developments of this nature shall include such a report for review as part of the site plan review and approval process. As such, this report has been prepared to provide the required information and project overview of the development, in accordance with current township requirements.

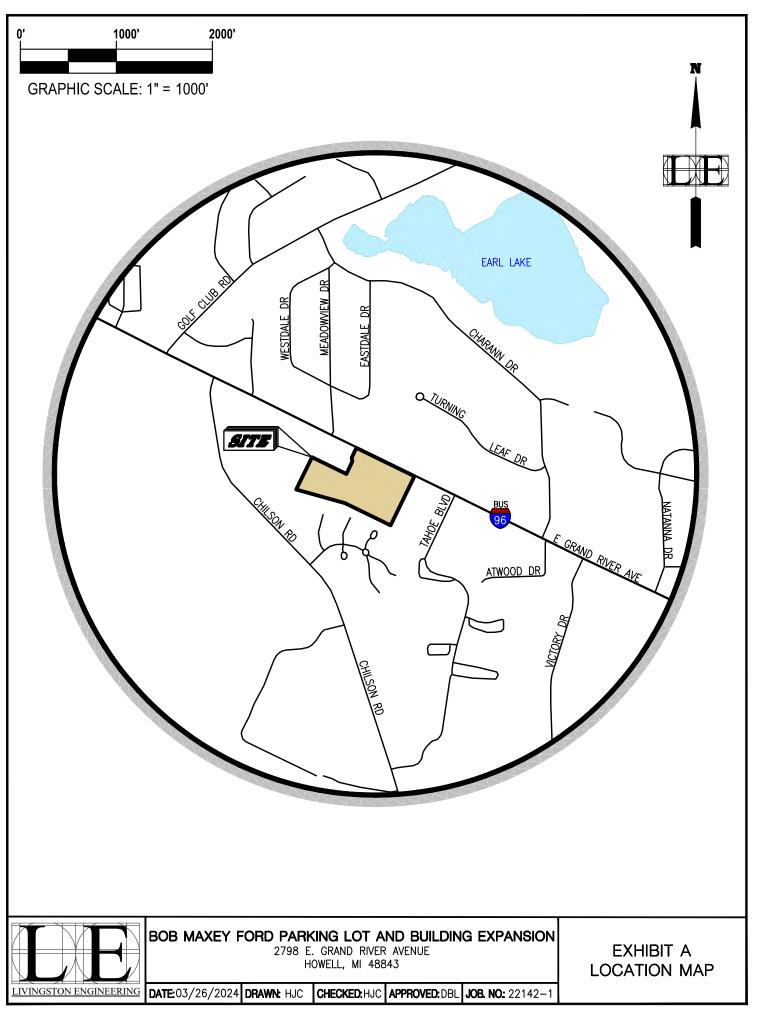
I. Party Responsible for preparation of Impact Statement

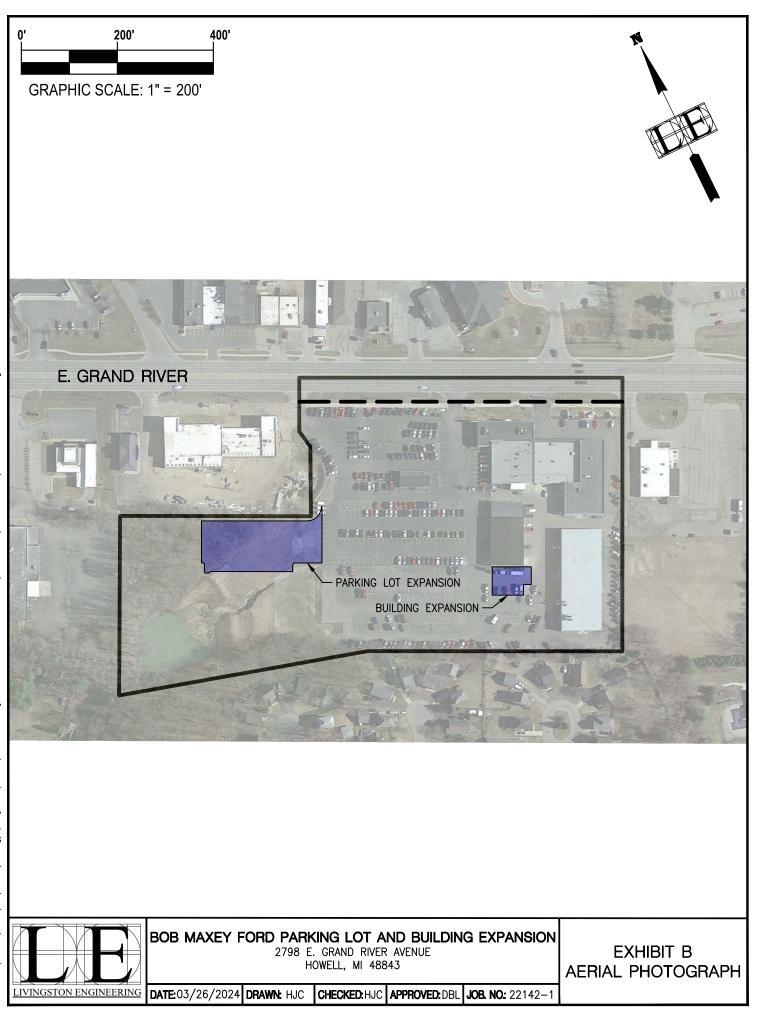
This impact assessment has been prepared by Livingston Engineering, a professional services company offering civil engineering, land surveying, and site planning services throughout southeast Michigan. Livingston Engineering is licensed to provide engineering and surveying services in Michigan, as well as engineering licenses in the states of Arizona, Colorado, New Mexico, Tennessee, and Utah.

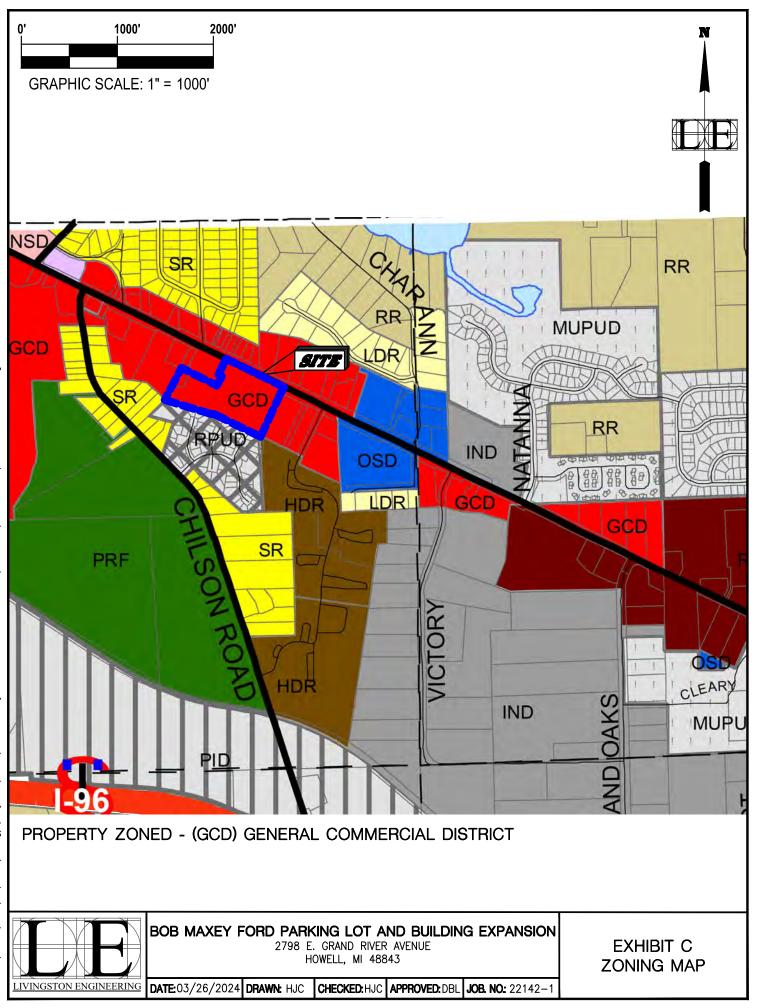
II. Site Location

The subject site contains 11.7 acres located in the northeast ¹/₄ of section 6, town 2 North, Range 5 East, Genoa Township, Livingston County, Michigan. This parcel is located on the south side of Grand River Avenue, east of Chilson Road and is currently developed into an auto dealership. The parcel is designated by the Genoa Township zoning district as General Commercial (GCD). The existing use of the parcel is noted as "New & Pre-Owned Auto Sales & Service, and Body Shop". The proposed scope of work will not impact the existing use of the site.

The existing dealership lies between a mattress shop and a fraternal organization by the name of Elks Lodge. Across the street from the subject property is a chiropractic office, animal hospital, dentist office, an insurance agency, and an auto parts store. Directly south of the property is a residential community named Chilson Hills zoned RPUD.







III. Parking Expansion

This improvement on the site will add 70 parking spaces to the site by expanding the existing parking in a westerly direction. The additional parking is necessitated more space for vehicle storage. The revised parking lot calculations are included on the cover sheet of the site plan drawings.

IV. Building Expansion

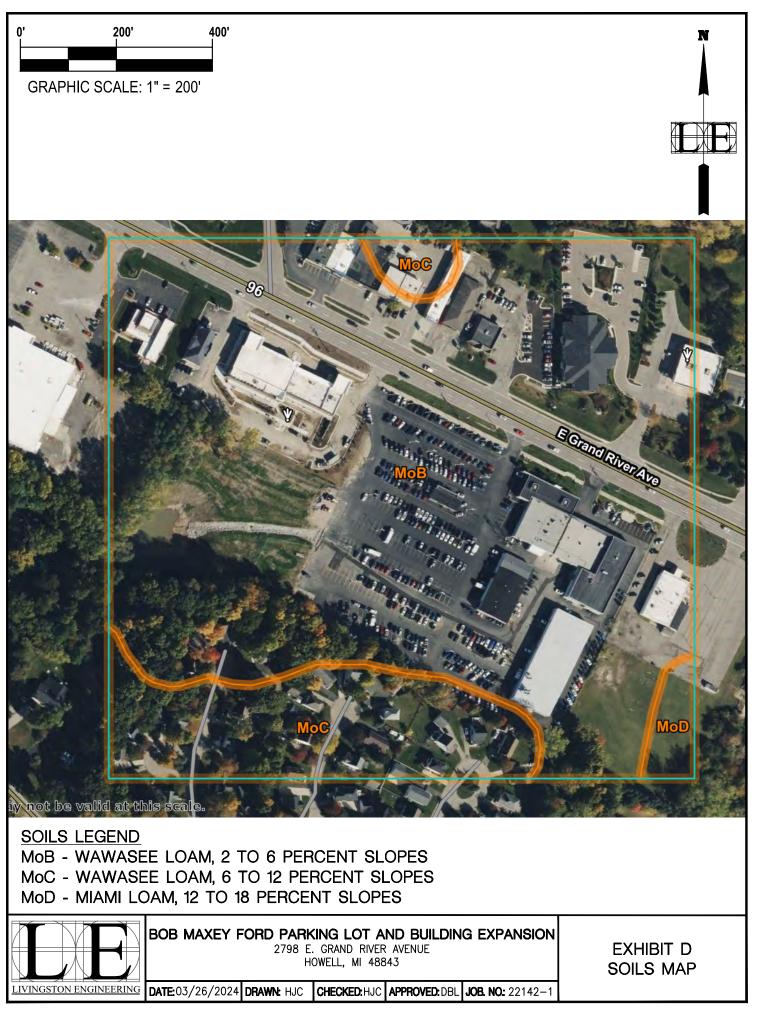
This improvement on the site will add 4 new service area and relocate an existing car wash to the southern end of the building. The relocation of the car wash is made to consolidate the new and existing service areas.

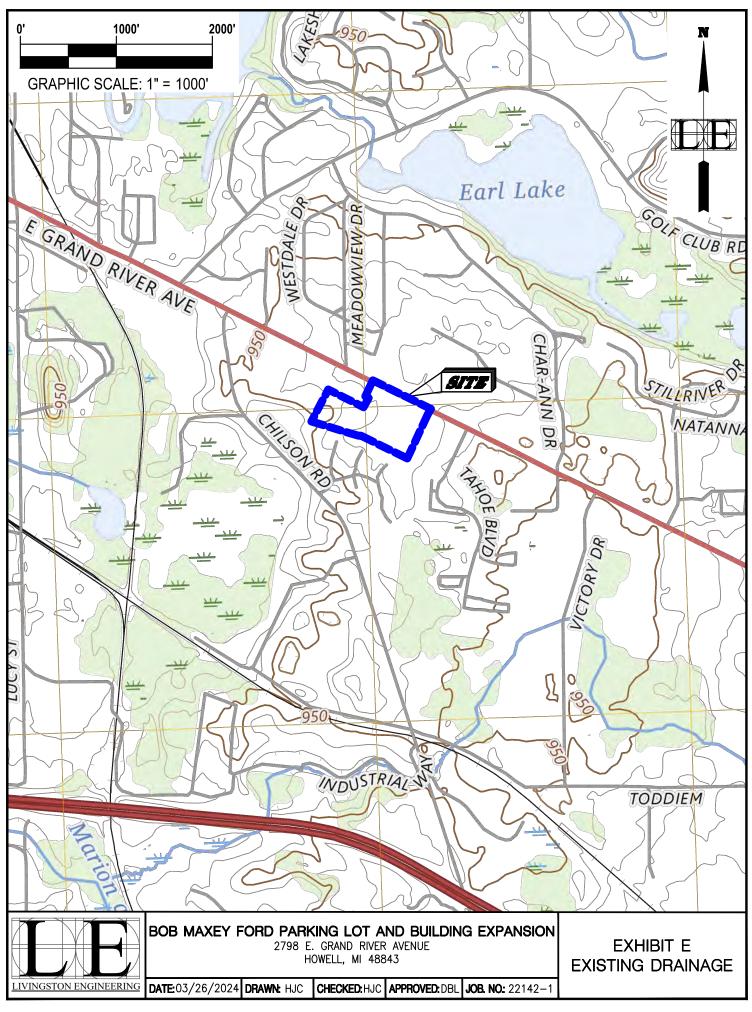
V. Natural Features

Currently, the site is developed and occupied by a car dealership. The site is gently rolling, sloping downward to the southwest. There are three buildings currently laid out within the parcel. The main dealership building, a service center building and a collision center building. Storm water runoff is collected and directed into an on-site detention area and discharged in its southwest corner to maintaining the existing drainage patterns.

Soils on the site consist Wawasee Loam (MoB). Wawasee Loams are typically well-drained soils found on till plains and moraines, with soil slopes of 2-6% (MoB). A soils map of the subject site is included as Exhibit "D".

The National Wetlands Inventory Plan prepared by the United States Department of Interior, Fish and Wildlife Service indicates that there are no wetlands or lowlands located on the site.





VI. Impact on Storm Water Management.

As previously described, the site drains to the southwest portion of the site to an existing detention facility. The existing detention pond is designed to account for a fully-developed site. As part of the detention pond, an above ground forebay is used for water quality. For the parking lot expansion, additional structures are proposed to convey the runoff into the detention pond. For the building expansion, the storm sewer is rerouted around the proposed addition with the appropriate minimum separations. The detention pond ultimately drains south into Hilltop Drain.

During construction, soil erosion and dust control measure will be implemented. Best management practices including silt fence and inlet filter mechanisms will be utilized during this time. For dust control, soil watering to keep the site in a moisture optimum condition will be performed with a water truck on an as-needed basis. Upon completion of mass grading and earthmoving operations, permanent restoration including topsoil, seed and mulch installation will be performed.

A soil erosion and sedimentation control permit will be required prior to the start of any site grading or construction.

VII. Impact to Site Lighting

Additional site lighting has been added to provide lighting to the expanded parking area. For such, a photometric plan is being developed as required by current Township ordinances and will be included in the site plan resubmittal package for review and approval. For the building expansion, additional wall packs matching the rest of the building, will be installed in accordance to the township requirements.

VIII. Impact on Surrounding Land Uses

The applicant is proposing to continue utilizing the General Commercial (GCD) zoning as designated by Genoa Township. The surrounding establishments along Grand River Avenue share the same GCD zoning. Directly south of the subject parcel, the property is zoned Residential Planned Unit Development (RPUD). This scope of work is anticipated to have minimal impacts to the surrounding land uses. An existing six-foot tall precast concrete wall is used as a buffer between the property and residential subdivision by the name of Chilson Hills. The proposed light poles will be designed to have a shield and directed downward as required to eliminate off-site illumination.

IX. Impact on Public Facilities and Services

As this project consists of a parking lot addition and a building expansion, it is not anticipated that it will adversely affect emergency services such as fire and police. Additionally, as the project is not a residential site, undesirable effects on local schools or recreation facilities is not expected.

X. Impact on Public Utilities

As this project consists of a parking lot addition and a building expansion, it is not anticipated that it will adversely affect any public utilities that service the areas surrounding the parcel. No additional water or sewer taps will be needed to support this project, nor will any additional traffic be generated by its addition. Storm sewer runoff will be collected via sheet flow into an existing on-site detention system. Traffic to the Grand River Avenue or surrounding roadways will not be impacted.

XI. Storage and Handling of any Hazardous Material

There is no plan for storage or handling of any hazardous materials on this site.

XII. Impact on Traffic

Considering the dealership is already developed, the proposed expansions won't have significant impact to Grand River Avenue. The parking lot expansion is anticipated to be used for vehicle storage and not open to the public.

XIII. Historic and Cultural Resources

It is not believed that this addition will have any impact on any historic and/or cultural resources pertaining to the subject parcel and no know historic and/or cultural resources exist on this site that will be affected by this development.

XIV. Special Provisions

No special provisions are part of this project.

XV. Other Items

• The subject site contains an existing dumpster enclosure located on the southernmost corner of the property near the collision center.

PRELIMINARY SITE PLAN FOR **BOB MAXEY FORD PARKING LOT AND BUILDING EXPANSION** PARCEL ID# 11-06-200-113 GENOA TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN

ADJACENT PROPERTY TABLE

Lot	Zoning	Use
4711-06-201-072	GCD	Chiropractic Office
4711-06-201-073	GCD	Animal Hospital
4711-06-201-077	GCD	Dental Office
4711-06-200-109	GCD	Autoparts Store
4711-06-200-102	GCD	Mattress Store
4711-06-202-024	RPUD	Chilson Hills
4711-06-200-116	HDR	Lakeshore Village Apts
4711-06-200-011	GCD	Elks Lodge
	4711-06-201-072 4711-06-201-073 4711-06-201-077 4711-06-200-109 4711-06-200-102 4711-06-202-024 4711-06-200-116	4711-06-201-072GCD4711-06-201-073GCD4711-06-201-077GCD4711-06-200-109GCD4711-06-200-102GCD4711-06-202-024RPUD4711-06-200-116HDR

SITE DATA TABLE

<u>REQUIRED</u>

35% MAX

<u>REQUIRED</u> 70 FT*

<u>REQUIRED</u>

<u>REQUIRED</u>

2 MAX

20 FT

10 FT

15 FT

50 FT

75% MAX

150 FT

SUBJECT SITE DATA: LOT AREA

LOT WIDTH LOT COVERAGE BUILDING % IMPERVIOUS SURFACE BUILDING SETBACKS: FRONT SIDE REAR *35 FT IF NO PARKING IN THE FRONT YARD. PARKING SETBACKS:

FRONT SIDE & REAR BUILDING DATA: FLOORS BUILDING HEIGHT 35 FT MAX

<u>PROVIDED</u> 1.00 AC. (MIN) 11.7 AC. GROSS (10.91 AC. NET) 964.07 FT 1.34 AC = 13.2% 7.74 AC/10.91 SF = 70.9%<u>PROVIDEI</u> 344.2 F 189.9 FT 117 1 FT

> <u>PROVIDED</u> 16 FT (EXISTING) 10 FT



PARKING CALCULATIONS

REQUIRED PARKING PER ORDINANCE	
AUTOMOBILE AND MOTOR CYCLE SALES: 6,517 S.F. @ 1 SP. PER 200 S.F.	= 6,517/200 = 33 SPACES
54 SERVICE BAYS @ 3 SP. PER AUTO S	ERVICE BAY = 54X3 = 162 SPACES
	TOTAL = 195 SPACES
ADA REQUIRED SPACES FOR 151 TO 200 TOTAL SPACES	= 6 BARRIER FREE SPACES
REQUIRED PARKING PER ORDINANCE	
TOTAL SPACES PROPOSED:	= 601 = INCL/ 6 BARRIER FREE SPACES

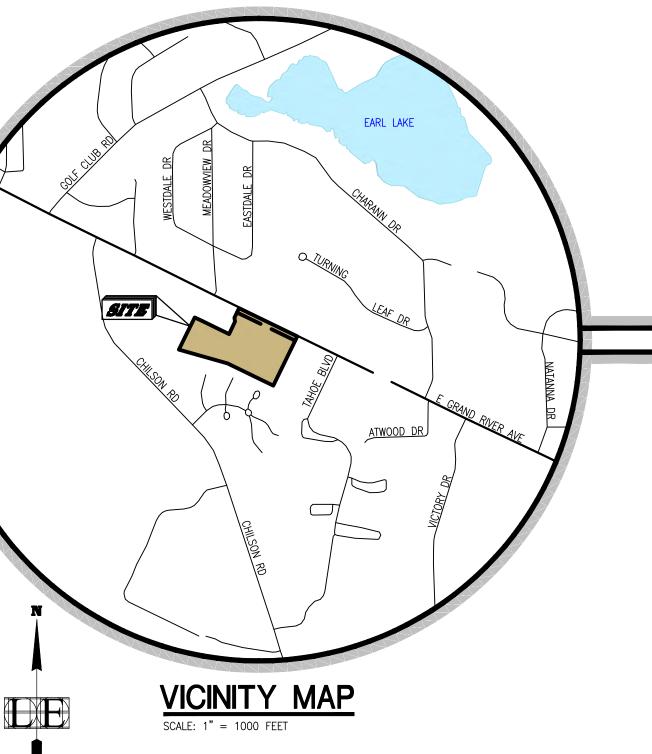
PARKING LOT PARKING BREAKDOWN



UTILITY DISCLAIMER



Utilities as shown indicate approximate location of facilities only, as described by the various companies and no guarantee is given either as to the completeness or accuracy thereof. Contractor shall call "MISS DIG" 1-800-482-7171 prior to the start of construction. Electric, gas, phone and television companies should be contacted prior to the commencement of field activities.



LEGAL DESCRIPTIONS:

LAND IN THE TOWNSHIP OF GENOA, LIVINGSTON COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS: PARCEL 1/4 OF SECTION 6, TOWN 2 NORTH, RANGE 5 EAST, DESCRIBED AS FOLLOWS: COMMENCING AT THE THENCE N 87*31'15" W 804.54 FEET; THENCE N 1*34'30" E 1022.16 FEET; THENCE N 60*06'45" W 61 GRAND RIVER AVENUE TO THE POINT OF BEGINNING OF THE LAND TO BE DESCRIBED; CENTERLINE OF GRAND RIVER AVENUE; THENCE S 29'53'15" W 570.00 FEET: THENCE S 60'06'45" E POINT OF BEGINNING. PARCEL 2: PART OF THE NORTHEAST 1/4 OF SECTION 6. TOWN LIVINGSTON COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE EAST 1/4 CORNER OF 1616.81 FEET ALONG THE EAST-WEST 1/4 LINE TO A FOUND IRON ROD; THENCE N 01'33'53" E 796.77 THENCE N 60'06'45" 2 531.00 FEET TO A FOUND CONCRETE MONUMENT AND TO THE POINT OF BEGINN RUNNING THENCE N 70°11'20" W 525 21 FEET (RECORDED AS N 70°16'30" W 525 00 FEET) TO A FOUN 30°12'43" E 166.40 FEET (RECORDED AS N 29°41'36" E 166.45 FEET) TO A FOUND 1/2 INCH IRON RO (RECORDED AS S 78'38'13" E 114.55 FEET) TO A FOUND 1/2 INCH IRON ROD; THENCE N 21'31'08" E 173.06 FEET) TO A FOUND 1/2 INCH IRON ROD; THENCE S 60'01'58" E 326.49 FEET (RECORDED AS S ROD; THENCE N 29'52'49" E 105.14 FEET TO A SET 1/2 INCH IRON ROD; THENCE N 60'01'58" W 35.4 THENCE N 29'52'49" E 183.46 FEET AND PASSING THROUGH THE CENTERLINE OF A CURB CUT TO THE THENCE S 60°01'58" E 141.66 FEET (RECORDED AS S 60°06'45" E) ALONG THE CENTERLINE OF GRAND 570.00 FEET (RECORDED AS S 29'53'15" W 570.00 FEET) TO THE POINT OF BEGINNING.

(PER METROPOLITAN TITLE COMPANY, COMMITMENT NO. NU-412578, EFFECTIVE DATE MARCH 28, 2002

EASEMENT PARCEL: EASEMENT FOR COMMON DRIVEWAY AS CREATED, LIMITED AND DEFINED IN THE DOCUMENT ENTITLED GRAND OF COMMON DRIVEWAY EASEMENT DATED JANUARY, 15, 1997, RECORDED IN LIBER 2147, PAGE 719, LIVINGSTON COUNTY RECORDS.

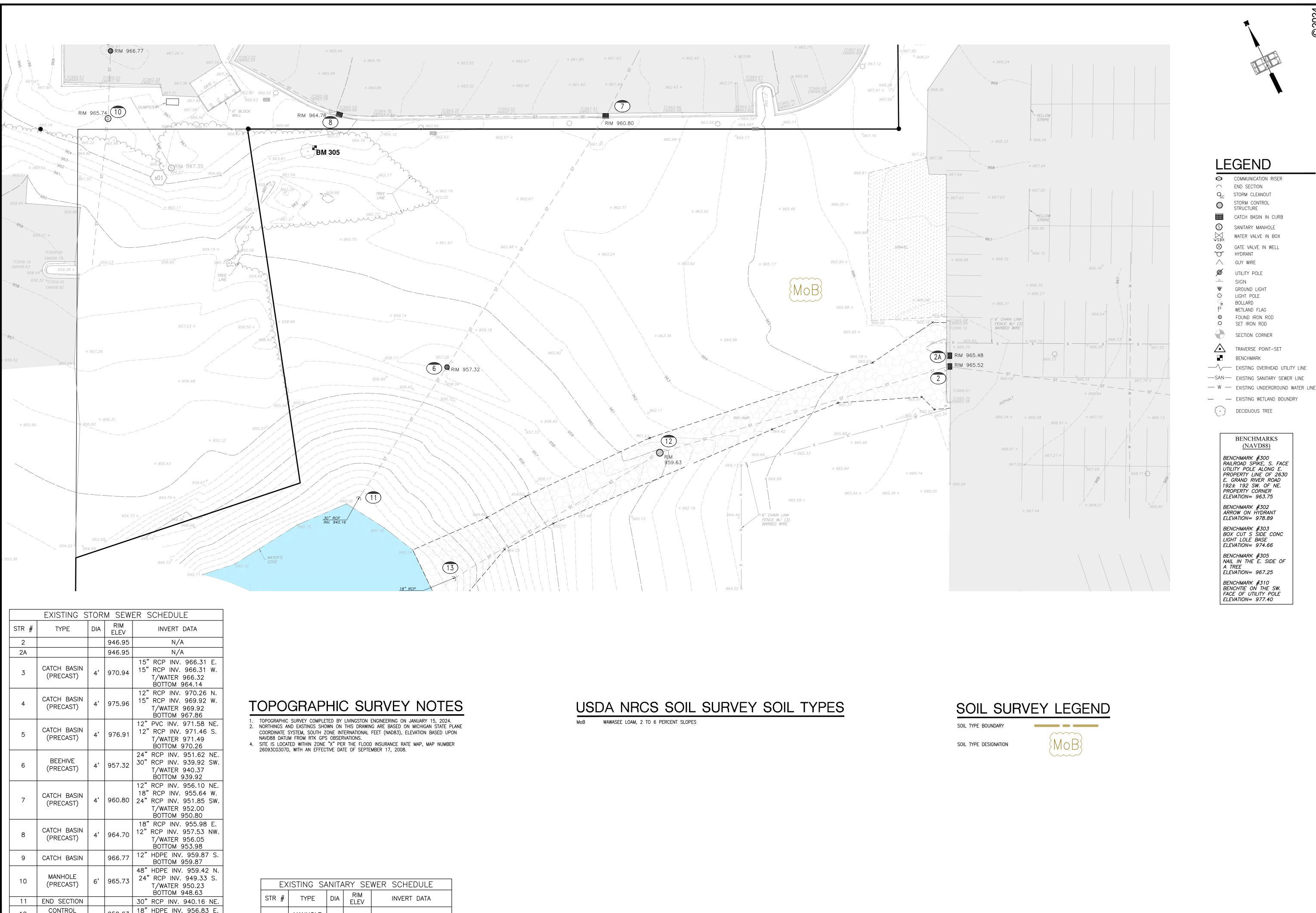
TAX ITEM NO. 11-06-200-058 TAX ITEM NO. 11-06-200-103 TAX ITEM NO. 11-06-200-066

SITE DATA & GENERAL NO

- PROPERTY IS ZONED: GCD (GENERAL COMMERCIAL CONTRACTOR IS RESPONSIBLE FOR PROTECTING AI
- UTILITIES FROM DAMAGE DURING ALL STAGES OF
- 3. THE ENGINEER AND APPLICABLE AGENCY MUST AP CONSTRUCTION, ANY ALTERATION, OR VARIANCE F
- UNDERGROUND DRY UTILITIES SHALL BE EXTENDED TO SERVICE THIS SITE AS REQUIRED BY UTILITY (
- 7. ALL CONSTRUCTION SHALL BE PERFORMED IN ACC STANDARDS AND SPECIFICATIONS OF GENOA TOWN
- 8. THREE WORKING DAYS PRIOR TO ANY EXCAVATION TELEPHONE MISS DIG (800-482-7171) FOR THE UTILITIES AND SHALL ALSO NOTIFY REPRESENTATIV LOCATED IN THE VICINITY OF THE WORK. IT SHAL RESPONSIBILITY TO VERIFY AND/OR OBTAIN ANY I REGARDING THE PRESENCE OF UNDERGROUND UTI THIS JOB.
- 9. SITE PLAN USE: NEW & PRE-OWNED AUTO SALES
- 10. SITE STORM DRAINAGE TO OUTLET TO EXISTING DE DRAIN.

LOCATION MAP NOT TO SCALE

	SITE SHEET I	NDEX		
	C2.1 BUILDING EXPAI C3.0 PARKING LOT E C3.1 BUILDING EXPAI C4.0 PARKING LOT E C4.1 BUILDING EXPAI C4.2 SESC NOTES &	NSION — EXISTIN IXPANSION — SIT NSION — SITE L IXPANSION — SITE G NSION — SITE G IXPANSION — LA	ISTING CONDITIONS NG CONDITIONS & REMOVALS TE LAYOUT & UTILITY PLAN AYOUT & UTILITY PLAN TE GRADING & SESC PLAN RADING & SESC PLAN NDSCAPE PLAN	5
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N 60°06'45" W 531.00 FEET ALONG THE .00 FEET; THENCE N 29°53'15" E 570.00 NORTH, RANGE 5 EAST, GENOA TOWNSHIP,	GAS ELECTRIC	G E	G G E E	G Е
AID SECTION 6; THENCE N 87'24'40" W FEET TO A FOUND CONCRETE MONUMENT; NG OF THE LAND TO BE DESCRIBED;	DRAINAGE AREA BOUNDARY	_		
D 1/2 INCH IRON ROD; THENCE N D; THENCE S 78'31'03" E 114.50 FEET 173.16 FEET (RECORDED AS N 21'26'18" E	LIMITS OF DISTURBANCE RIDGE LINE			
60°06'45" E) TO A SET 1/2 INCH IRON 6 FEET TO A SET 1/2 INCH IRON ROD; CENTERLINE OF GRAND RIVER AVENUE; RIVER AVENUE; THENCE S 29°52'49" W	SWALE LINE LIGHT POLE		¢	>>
	UTILITY POLE		Ø	
	DECIDUOUS TREE GATE VALVE IN WELL		€) ⊗	G
	OWNER/DEVEL			
	BOB MAXEY 2798 E. GRAND RIVE HOWELL, MI 48843 PHONE: (517) 545-57	R		
DTES	ARCHITECT			
-7 LL EXISTING AND PROPOSED CONSTRUCTION. PPROVE, PRIOR TO ROM THESE PLANS.	PUCCI + VOL 508 E. GRAND RIVER BRIGHTON, MI 48116- PHONE: (810) 225-29	8 AVE., SUIT 1566	•	PC
D FROM EXISTING LOCATIONS COMPANIES.	ENGINEER			
CORDANCE WITH THE CURRENT ISHIP AND LIVINGSTON COUNTY.			NGSTON	ENGINEERING
I, THE CONTRACTOR SHALL LOCATION OF UNDERGROUND			GINEERING S	URVEYING PLANNING
'ES OF OTHER UTILITIES LL BE THE CONTRACTOR'S NFORMATION NECESSARY	www.livingstoneng.com		LD U.S. 23, BRIGHTON 310) 225-7100	I, MI 48114 FAX: (810) 225-7699
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S & SERVICE AND BODY SHOP ETENTION POND TO HILLTOP	AND BUILDING			OF MICHING
	GENOA TOWNSHIP LIVINGSTON COUNTY,	MICHIGAN		HUGO J.
	PRELIMINARY SITE PL	DATE	JECT NO. 22142-1	HUGO J. S. HUGO J. ENGINEER No. No. No. No. No. No. No. No.
	SUBMITTED FOR SITE PLAN APPROVAL REVISED PER TOWNSHIP REVIEW	04/23/2024	ET C1.0	- ROFESSIONA
		DAT	E: 03/26/2024	_ Jugo Javier Coron

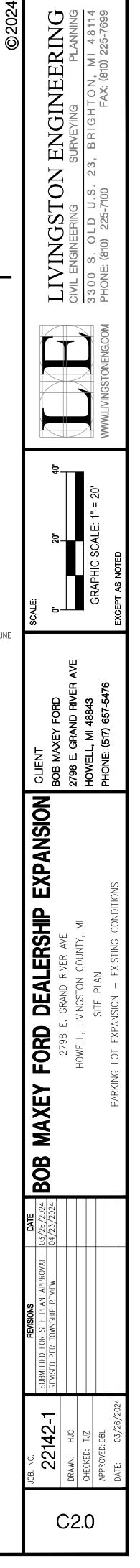


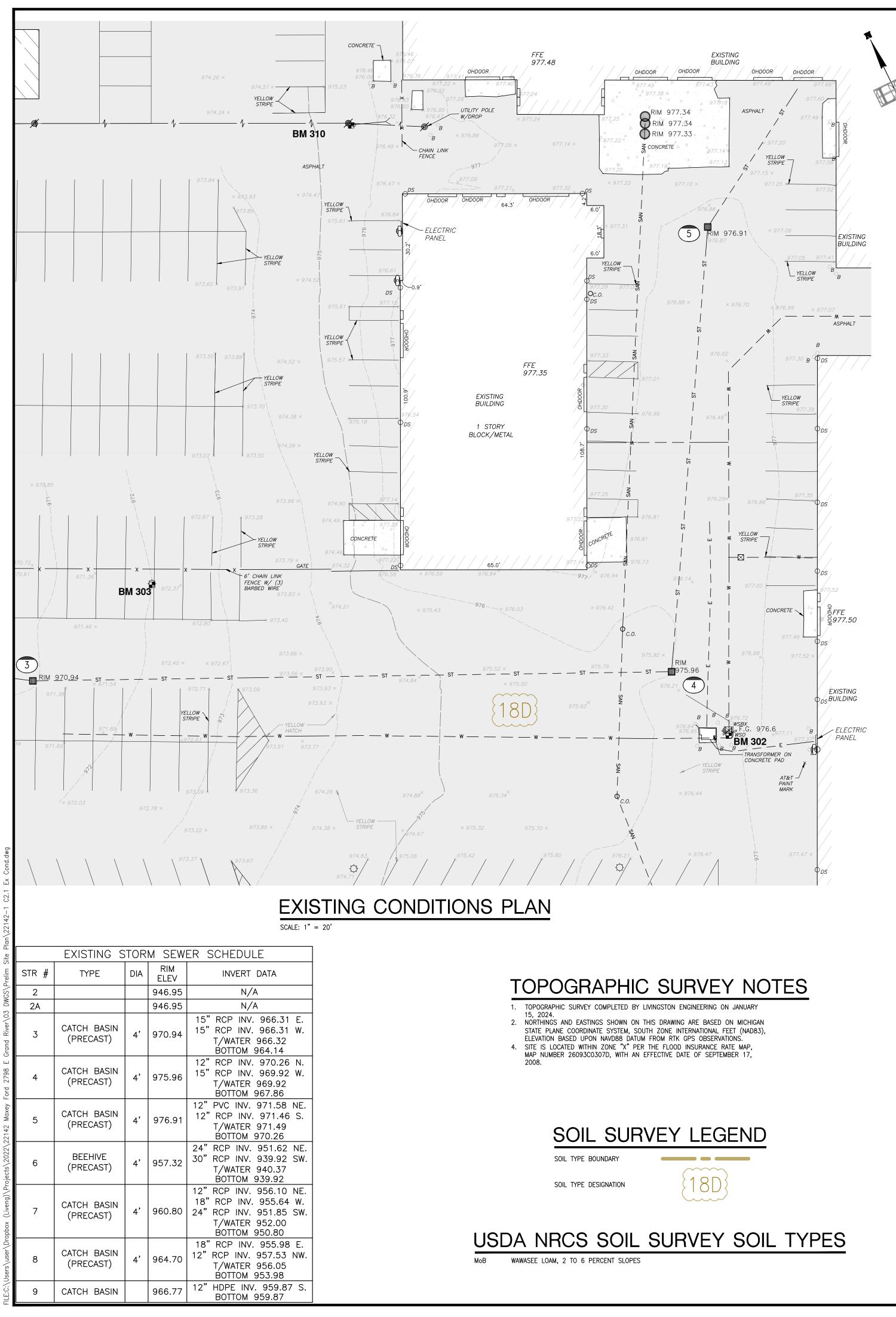
"			RIM	ER SCHEDULE
STR #	TYPE	DIA	ELEV	INVERT DATA
2			946.95	N/A
2A			946.95	N/A
3	CATCH BASIN (PRECAST)	4'	970.94	15" RCP INV. 966.31 E 15" RCP INV. 966.31 V T/WATER 966.32 BOTTOM 964.14
4	CATCH BASIN (PRECAST)	4'	975.96	12" RCP INV. 970.26 N 15" RCP INV. 969.92 V T/WATER 969.92 BOTTOM 967.86
5	CATCH BASIN (PRECAST)	4'	976.91	12" PVC INV. 971.58 N 12" RCP INV. 971.46 S T/WATER 971.49 BOTTOM 970.26
6	BEEHIVE (PRECAST)	4'	957.32	24" RCP INV. 951.62 N 30" RCP INV. 939.92 S T/WATER 940.37 BOTTOM 939.92
7	CATCH BASIN (PRECAST)	4'	960.80	12" RCP INV. 956.10 N 18" RCP INV. 955.64 V 24" RCP INV. 951.85 S T/WATER 952.00 BOTTOM 950.80
8	CATCH BASIN (PRECAST)	4'	964.70	18" RCP INV. 955.98 E 12" RCP INV. 957.53 N T/WATER 956.05 BOTTOM 953.98
9	CATCH BASIN		966.77	12"HDPE INV. 959.87 BOTTOM 959.87
10	MANHOLE (PRECAST)	6'	965.73	48" HDPE INV. 959.42 24" RCP INV. 949.33 S T/WATER 950.23 BOTTOM 948.63
11	END SECTION			30" RCP INV. 940.16 N
12	CONTROL STRUCTURE		959.63	18"HDPE INV. 956.83 18"RCP INV. 942.83 V
13	END SECTION			18" RCP INV. 941.69 E

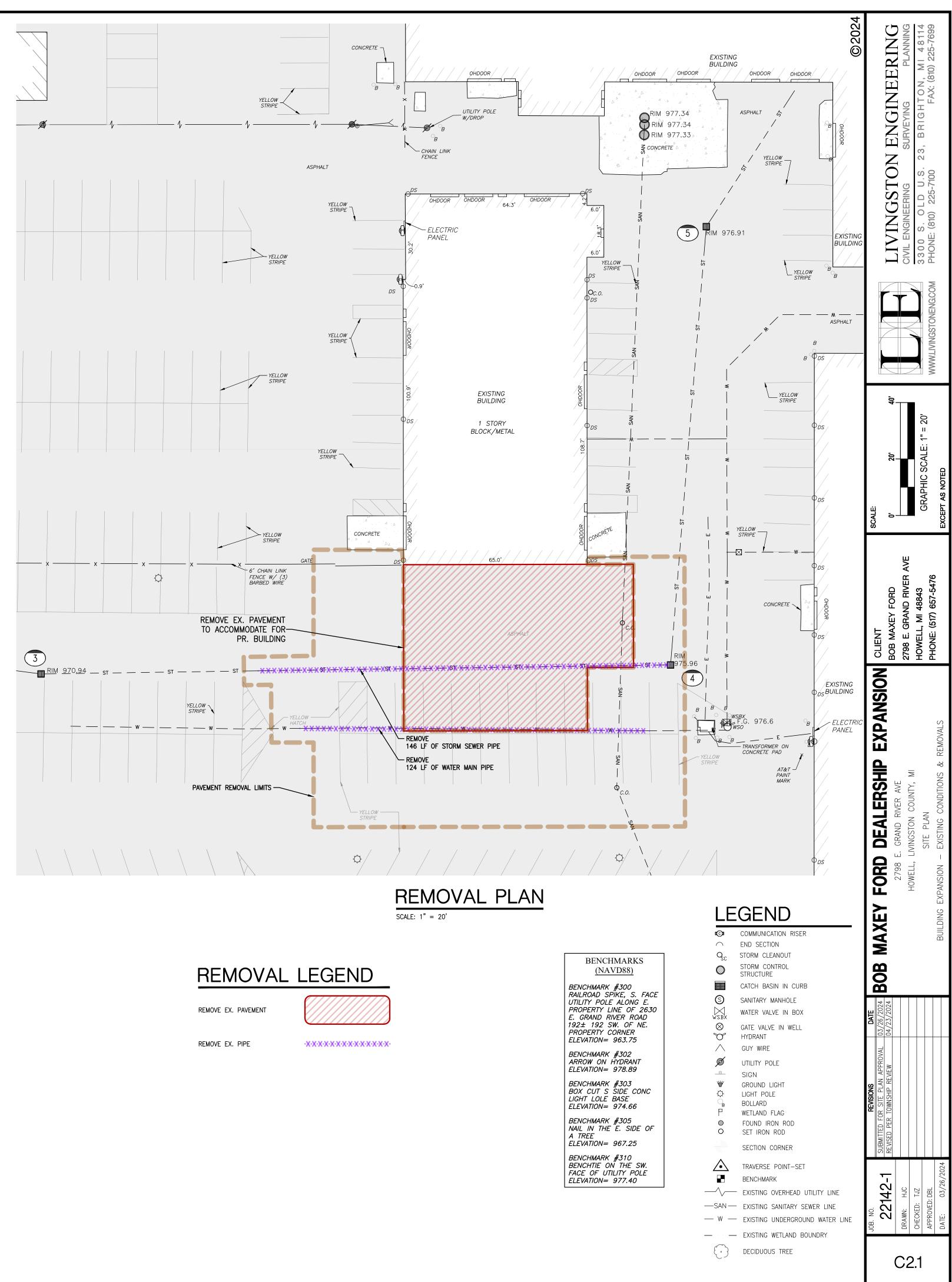
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	STR #	TYPE	DIA	RIM ELEV	INVERT DATA
	s01	MANHOLE (PRECAST)	4'	967.35	10" PVC INV. 957.65

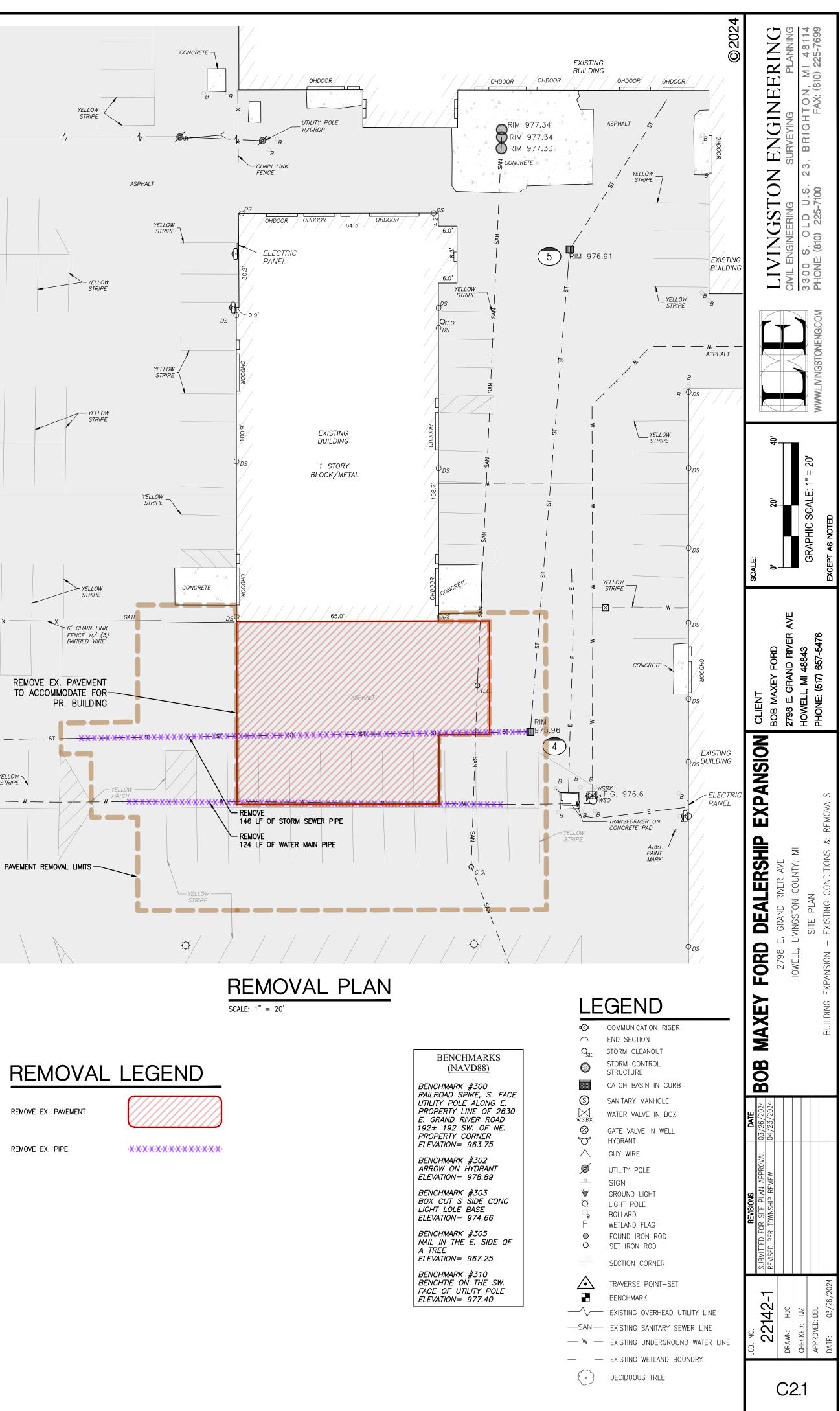


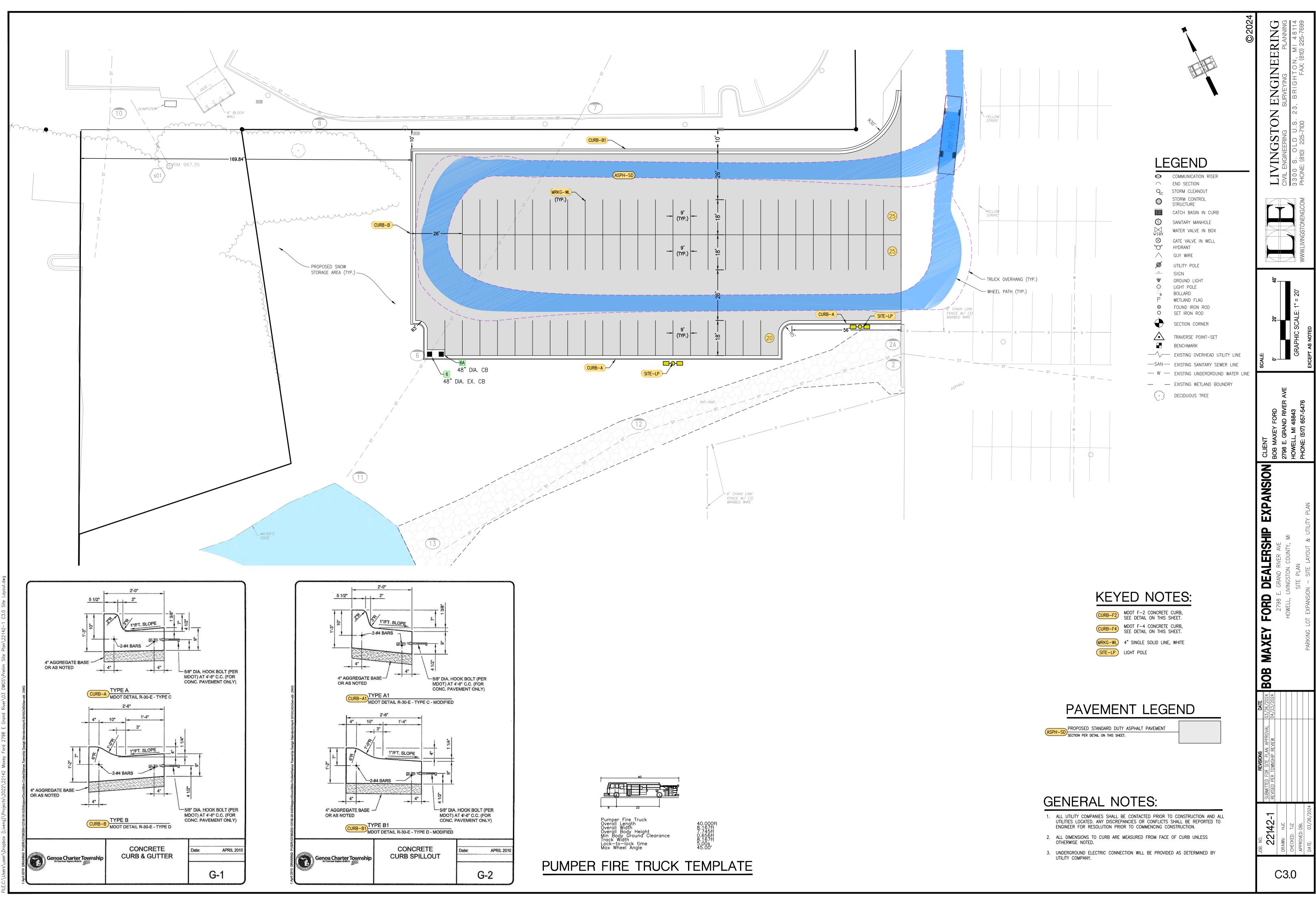
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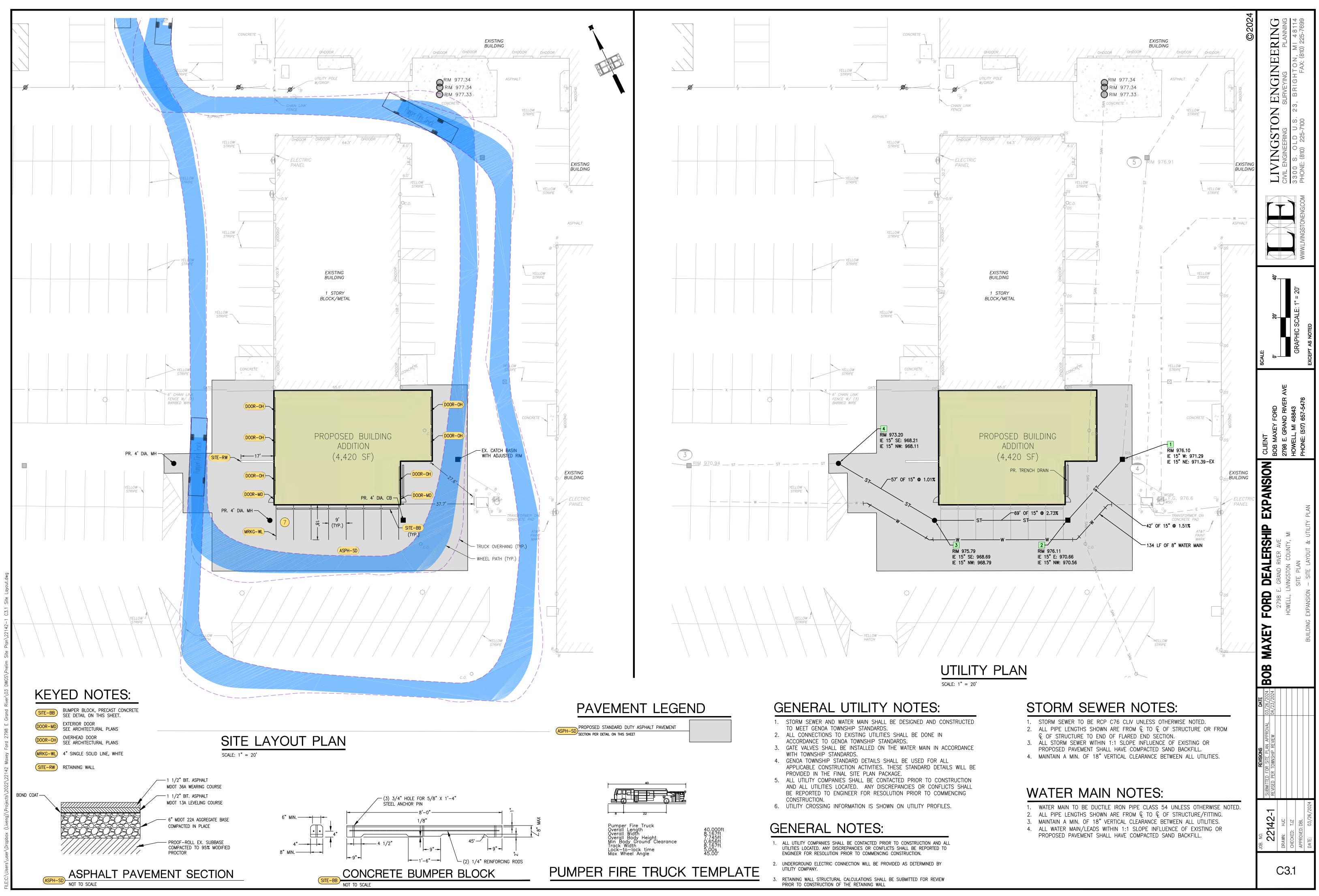


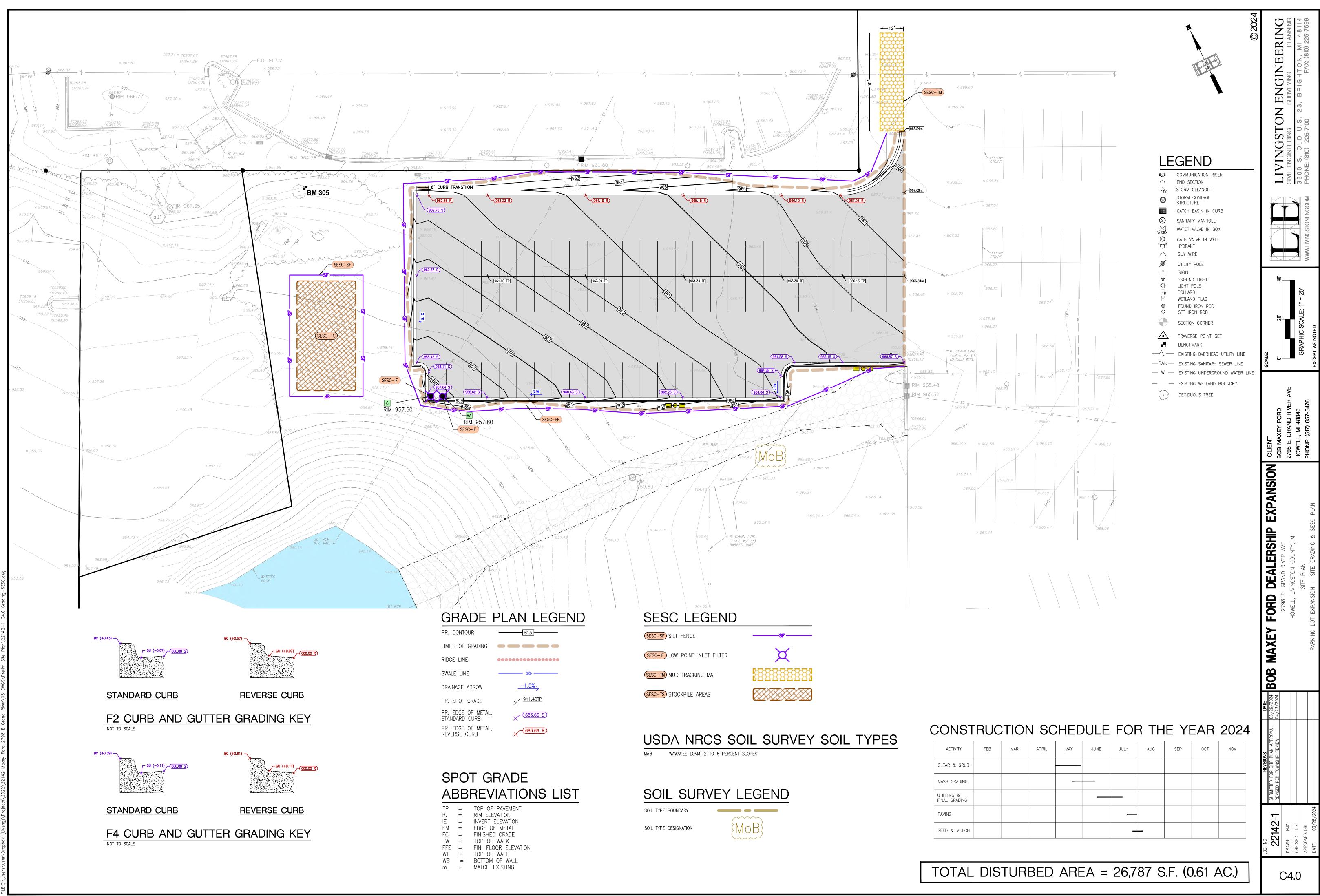


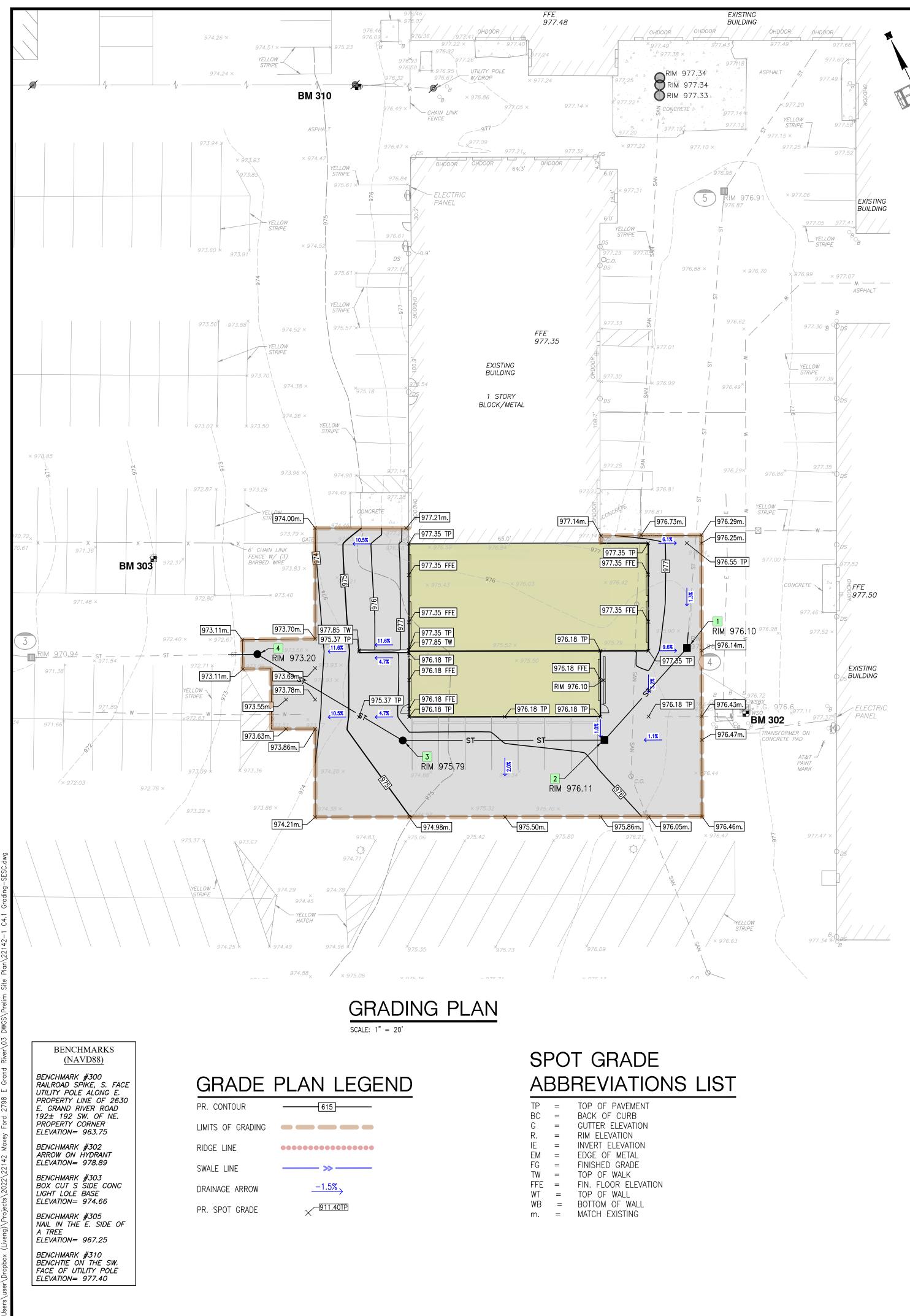


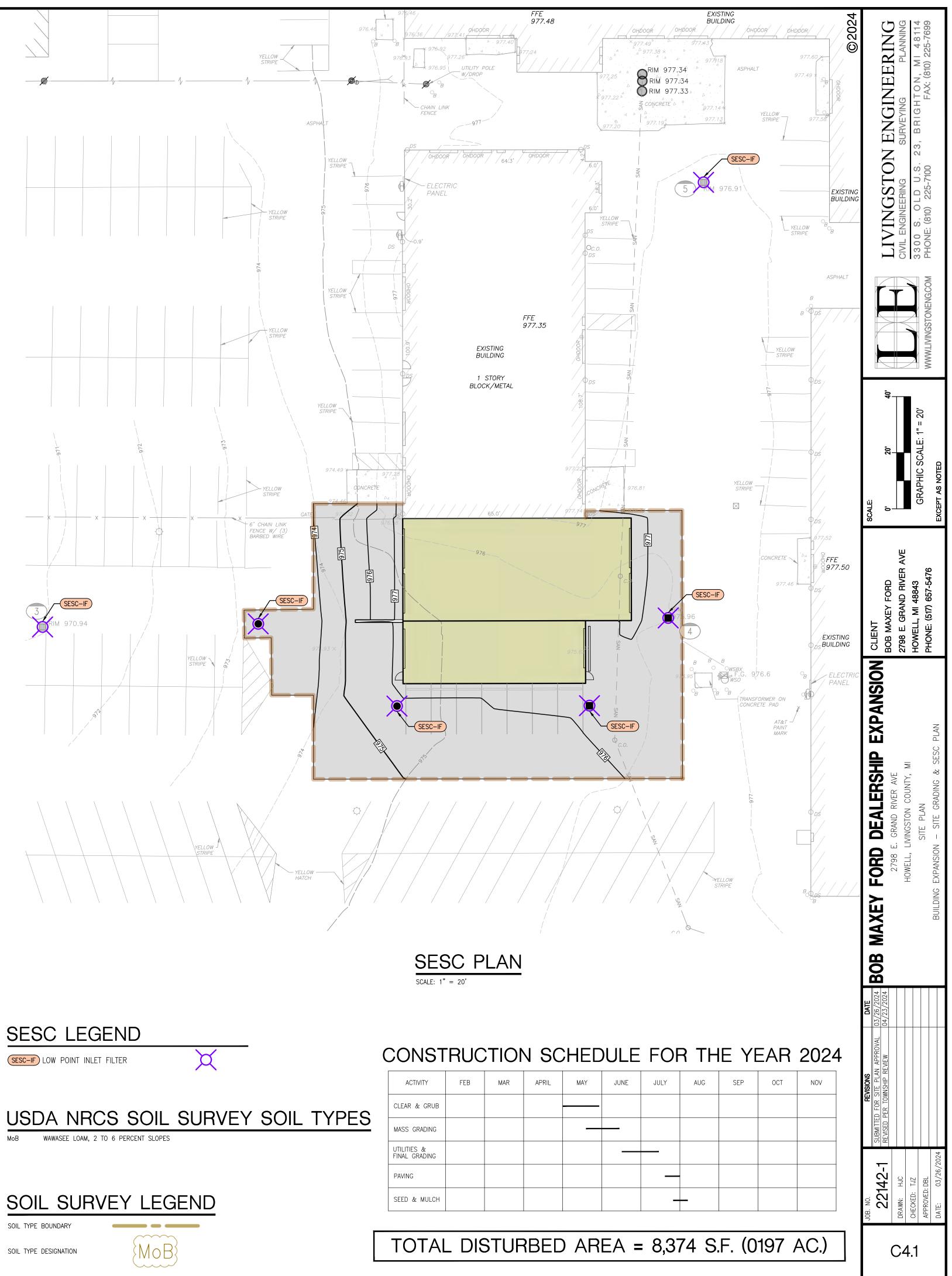




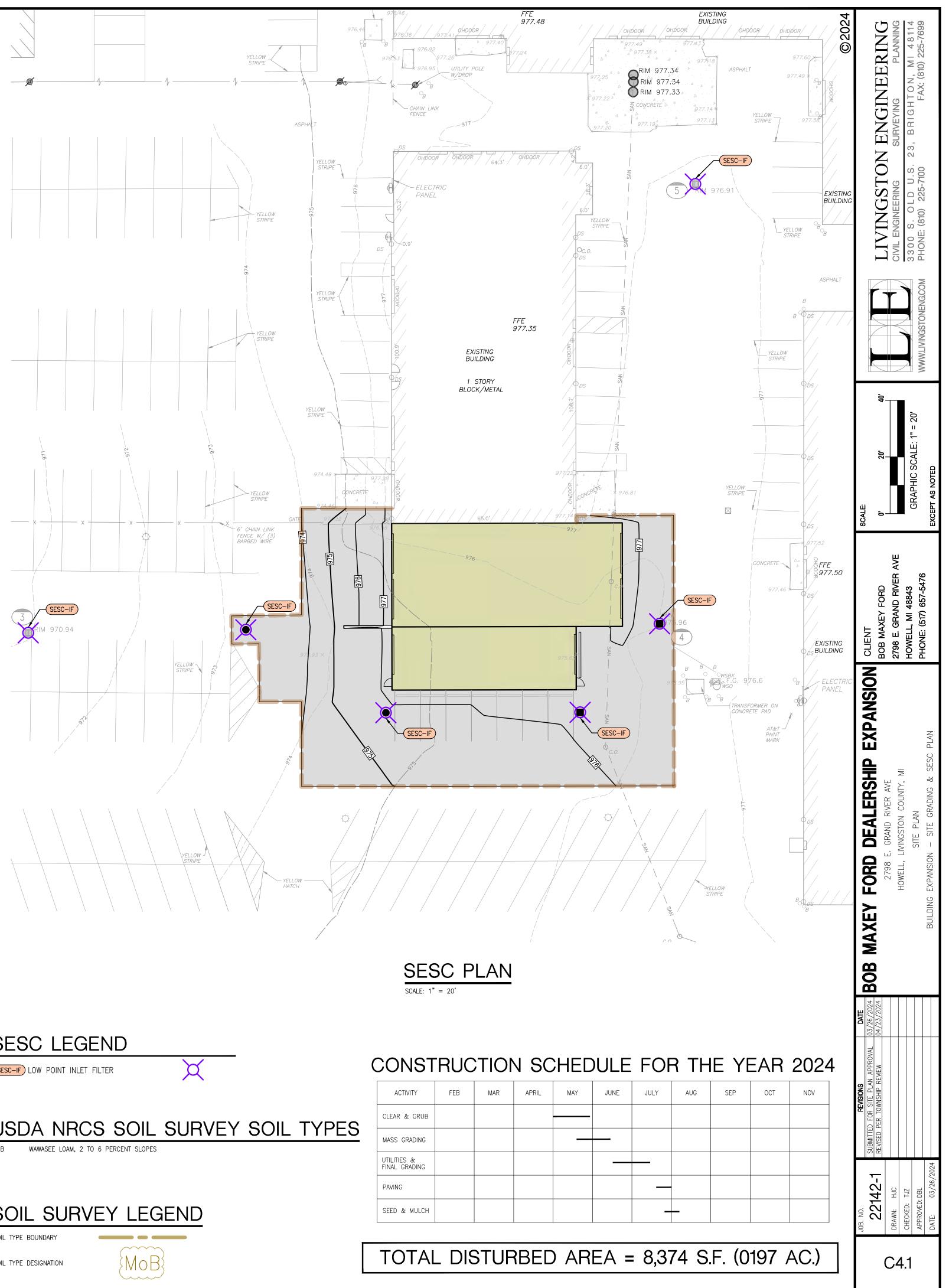








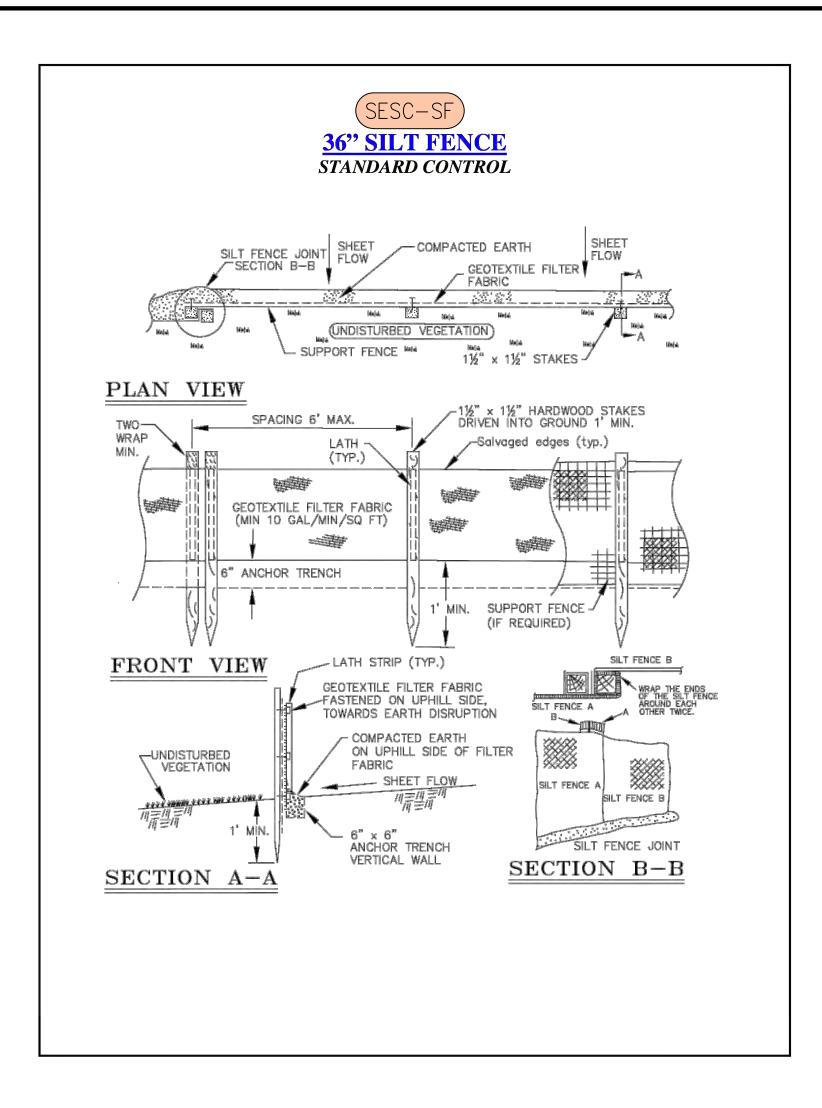
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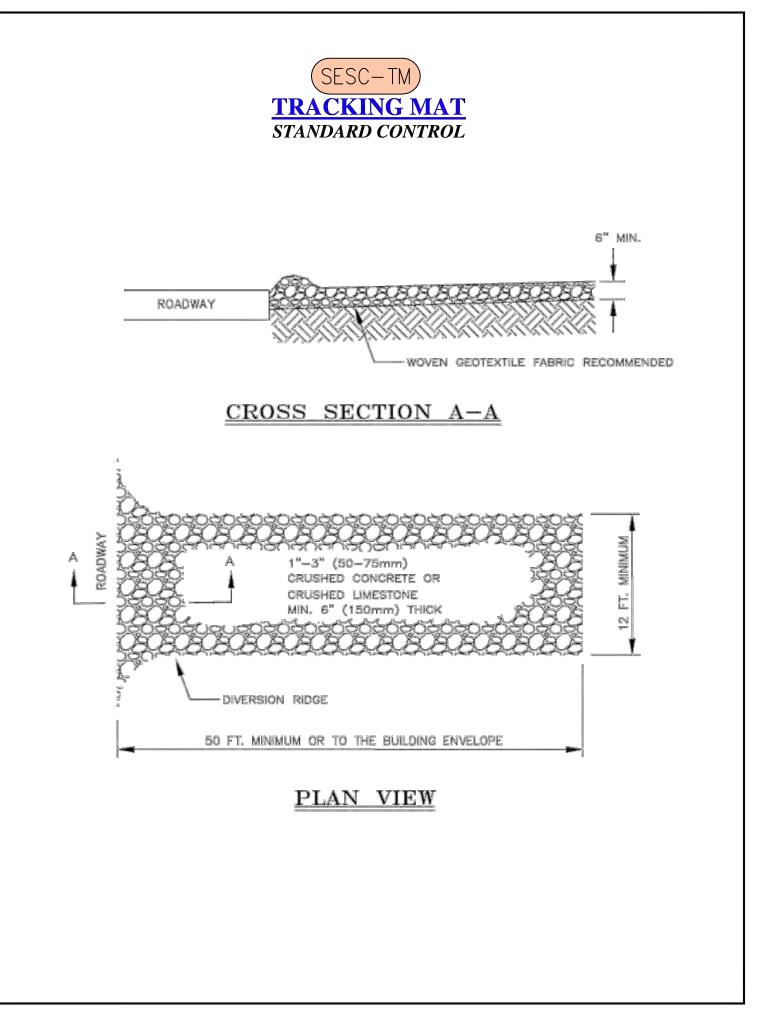


MoB



	MPORARY CONTROLS AND SEQUENCE OF CONSTRUCTION NOTIFY THE LIVINGSTON COUNTY DRAIN COMMISSIONER'S OFFICE 24 HOURS PRIOR TO THE START OF GRADE WORK.
	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
	(IMPORTANT NOTICE) DETENTION PONDS SHALL BE EXCAVATED, TOPSOILED, SEEDED, MULCHED AND TACKED PRIOR TO THE START OF MASSIVE EARTH DISRUPTION. INGRESS/EGRESS MUST HAVE LARGE CRUSHED ROCK TO REDUCE THE TRACKING OF SOIL ONTO THE PUBLIC TRAFFIC AREAS. SEE DETAIL ITEMS BELOW. SILT FABRIC FENCE AS SHOWN ON PLANS SHALL BE PLACED ALONG PERIMETER ON ALL LOW LYING AREAS OF THE CONSTRUCTION SITE TO
5.	FILTER RUNOFF BEFORE LEAVING PROJECT SITE. ALL TEMPORARY EROSION CONTROL DEVISES AS NOTED ON PLANS SHALL BE INSTALLED PRIOR TO START OF MASSIVE EARTH DISRUPTION. PLAN DOES DENOTE A DETAILED EROSION CONTROL DEVICE TO RESTRICT TRACKING OF MATERIAL ONTO THE HIGHWAY. STONE DIAPERS SHAL
•	BE INSTALLED AT ALL INGRESS/EGRESS AREAS OF THE SITE PRIOR TO THE START OF MASSIVE EARTH DISRUPTION. DIAPERS SHALL BE OF CRUSHED STONE AND SHALL HAVE A MINIMUM LENGTH OF 75 LINEAR FEET. TOPSOIL OR SOIL STORAGE AREAS SHALL BE SEEDED AND MULCHED OR MATTED WITH STRAW, IMMEDIATELY AFTER THE STRIPPING PROCESS COMPLETED, TO PREVENT WIND AND WATER EROSION
5.	<u>ENTION PONDS</u> DETENTION PONDS SHALL BE EXCAVATED, TOPSOILED, SEEDED, MULCHED AND TACKED PRIOR TO THE START OF MASSIVE EARTH DISRUPTION DETENTION POND OUTLETS SHALL BE OF THE STANDPIPE AND STONE FILTER SYSTEM, WITH TRASH SCREEN. OUTLET FLOW SHALL NOT EXCE 0.20 CUBIC FEET OF WATER PER SECOND/PER ACRE. POND DIKES SHALL HAVE A MINIMUM OF ONE (1) FOOT OF FREEBOARD.
	DIKES AND BERMS SHALL BE FREE OF ALL ORGANIC MATTER. ALL UNIMPROVED DISTURBED AREAS SHALL BE STRIPPED OF TOPSOIL WHICH WILL BE STORED ONSITE FOR THE EXCAVATION STAGE. TOPSOI PILES SHALL BE SEEDED AND MULCHED, OR MATTED WITH STRAW IN THE NON GROWING SEASON, IMMEDIATELY AFTER THE STRIPPING PROC
3.	IS COMPLETED, TO PREVENT WIND AND WATER EROSION. SOIL EROSION CONTROLS SHALL BE MONITORED DAILY BY THE ON-SITE ENGINEER, OR CONTRACTOR, WHICHEVER CASE APPLIES. PRIOR TO COMPLETION OF THE PROJECT, STONE AROUND OUTLET STANDPIPE SHALL BE REFRESHED WITH CLEAN STONE.
	D <u>PES</u> SLOPES IN EXCESS OF 3 HORIZONTAL TO 1 VERTICAL SHALL NOT BE USED EXCEPT WITH A MECHANICAL DEVICE SUCH AS A RETAINING WA TERRACING, OR OTHER PRIOR APPROVED DEVICE. SLOPES STEEPER THAN 4 HORIZONTAL TO 1 VERTICAL SHALL HAVE STAKED MULCH BLANKETS OR SOD TO MINIMIZE THE CHANGE FOR EROSION.
	I <u>RM DRAINS</u> ALL STORM WATER STRUCTURES, CATCH BASINS AND/OR MANHOLES, IF BLOCK, SHALL BE PLASTERED ON BOTH THE INSIDE AND OUTSIDE 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. PAVEMENT ADJACENT TO STREET STORMWATER INLET STRUCTURES SHALL BE CUT OUT AFTER THE FIRST COAT OF PAVING, CONCRETE SHALL BE POURED AND A SECOND LAYER OF ASPHALT LAID OVER THE CONCRETE CUT. RINGS AND CASTINGS SHALL BE CENTERED AT THIS TIME, GROUTING AND POINTING SHALL ALSO BE DONE AT THIS TIME TO PREVENT LEAKAGE INTO THE STRUCTURES AND THE RESULTING SOIL
7.	MOVEMENT. STORM WATER INLETS SHALL HAVE AS A TEMPORARY CONTROL A STRAW BALE BARRIER AND A 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 LAYE OF BURLAP FIBER AND A FILTER OF PEA STONE MINIMUM 1 FT. DEPTH CAN BE USED. DUE TO THE POROSITY OF THE BURLAP FILTER THE
	FT OF STONE IS VERY IMPORTANT. THE CONTROL SHALL BE INSTALLED AS SOON AS THE STRUCTURE IS BUILT AND INSPECTED DAILY. BURLAP AND PEA STONE FILTERS WILL NEED TO BE CHANGED AFTER EACH RAINFALL. COUNTY CODE REQUIRES A MINIMUM PIPE SIZE OF 12" IN DIAMETER. IF SMALLER PIPE IS NEEDED FOR OUTLET PURPOSES THE 12"CAN BE
	BAFFLED TO THE CORRECT SIZE. ALL PIPE SHALL MEET THE 12" DIAMETER CODE SIZE. ALL STORM DRAIN OUTLETS 15" IN DIAMETER OR LARGER SHALL HAVE ANIMAL GUARDS INSTALLED TO PREVENT ENTRANCE TO THE SYSTEM. ALL STORM DRAINAGE PIPE 30" IN DIAMETER OR LARGER SHALL BE POINTED AT THE JOINTS ON THE INSIDE WITH MORTAR, AFTER
22.	BACKFILLING. ALL STORM DRAIN OUTLETS THAT DO NOT EMPTY INTO THE DETENTION POND SHALL HAVE A TEMPORARY 5'X10'X3' SUMP INSTALLED AT THI TERMINATION OF THE STORM SEWER. UPON COMPLETION OF THE STABILIZATION WORK THE SUMP AREA SHALL BE FILLED AND RIP RAPPED WITH COBBLE STONE. SILT TRAPS SHALL BE INSPECTED AFTER EACH STORM.
24.	ALL OUTLETS SHALL BE RIP RAPPED OVER KEYED FILTER FABRIC WITH A MINIMUM OF 15 SQ. YARDS OF 6" OR LARGER COBBLE STONE. RIP RAP AS NOTED ON THE PLAN SHALL BE OF A FUNNEL SHAPE CONSTRUCTION, WIDTH SHALL INCREASE AS THE DISTANCE FROM THE OUTLET POINT INCREASES AT A 3:1 RATIO.
	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 SET IN THE CEMENT SLURRY. IT WILL BE NECESSARY FOR THE DEVELOPER TO HAVE THE STORM DRAINAGE LINES CLEANED PRIOR TO FINAL INSPECTION BY THE LIVINGST 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. BILIZATION ALL UNIMPROVED DISTURBED AREAS SHALL BE RE-TOPSOILED 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. EXTREM CARE SHOULD BE EXERCISED IN SPRING AND FALL PERIODS AS A FROST WILL BREAK THE BIND OF THE HYDROSEEDING, WHICH WILL AFFECT THE HYDROSEEDING, WHICH WILL AFFECT THE EFFECTIVENESS OF THIS PROCEDURE. IN THE NON-GROWING SEASON, TEMPORARY STABILIZATION OF MASSIVELY EXPOSED AREAS FOR WINTER STABILIZATION SHALL BE DONE WITH STRAW MATTING.
	PERIODIC INSPECTIONS WILL BE MADE THROUGHOUT THE COURSE OF THE PROJECT. IT WILL BE THE RESPONSIBILITY OF THE MANAGERS OF THE PROJECT TO CONTACT THIS OFFICE FOR THE FINAL INSPECTION AT THE END OF THE PROJECT. THIS COMMERCIAL PERMIT IS VALID FOR THE MASS EARTH MOVEMENT, THE INSTALLATION OF ROADS, DRAINS, AND UTILITIES, AND IS NOT FOR ANY SINGLE FAMILY RESIDENCE. RESIDENTIAL BUILDERS WILL NEED TO SECURE WAIVERS AND/OR PERMITS AS NECESSARY FOR EACH LOT IN THIS DEVELOPMENT AT THE TIME APPLICATION FOR SINGLE FAMILY
31.	RESIDENCE IS MADE. THE ISSUING BUILDING DEPARTMENT SHALL NOT ISSUE THE CERTIFICATE OF OCCUPANCY UNTIL THE FINAL LETTER FROM THE LIVINGSTON COUNTY DRAIN COMMISSIONER'S OFFI- HAS BEEN RECEIVED.
	<u>QUENCE OF CONSTRUCTION:</u> INSTALL EROSION AND SEDIMENT CONTROL MEASURES PER PLAN. PERFORM SITE DEMOLITION REQUIRED.
2. 3. 4. 5.	INSTALL STORM DRAINAGE SYSTEM INCLUDING DETENTION BASINS; INSTALL INLET FILTERS. ROUGH GRADE SITE & STORE SOIL. MAINTAIN EROSION AND SEDIMENT CONTROL MEASURES, AS REQUIRED.
5. 6. 7. 8.	BRING PAVEMENT AREAS TO SUB-BASE; PLACE SUB-BASE; REMOVE PARKING LOT INLET FILTER AND PLACE ASPHALT PAVEMENT. FINISH GRADE, REDISTRIBUTE TOPSOIL, SEED & MULCH ALL DISTURBED AREAS. REMOVE ALL EROSION & SEDIMENT CONTROL MEASURES;SEED AND MULCH ALL REMAINING UNSTABILIZED AREAS.
<u>SEE</u> •	DING, FERTILIZER AND MULCH BARE GROUND RATIO: TOP-SOIL 3" IN DEPTH
•	GRASS SEED 217.84 LBS./AC. FERTILIZER 150 LBS./AC. STRAW MULCH 3" IN DEPTH, 1.5 TO 2 TONS / AC. (ALL MULCHING MUST HAVE A TIE DOWN – ASPHALT
•	TACKIFIER, NET BINDING, ETC.) HYDROSEEDING IS NOT ACCEPTABLE FOR SLOPES EXCEEDING 1%, IN SUCH CASES STABILIZATION SHALL BE DONE WITH SEED AND STRAW MULCH WITH A TACKIFIER.
	NTENANCE SCHEDULE FOR SOIL EROSION CONTROLS SILT FENCE SHALL BE INSPECTED WEEKLY AND AFTER EACH MAJOR STORM EVENT. MAINTENANCE SHALL INCLUDE REMOVAL OF ACCUMULATE
••	SILT AND REPLACEMENT OF TORN SECTIONS. SILT FENCE SHALL BE REMOVED WHEN ALL CONTRIBUTING AREAS HAVE BEEN STABILIZED. TRACKING PAD SHALL BE INSPECTED MONTHLY FOR ACCUMULATED DIRT. TRACKING PAD SHALL BE REPLACED WHEN THE STONES ARE CHOCKED WITH DIRT. TRACKING PAD SHALL BE REMOVED IMMEDIATELY PRIOR TO THE FIRST COURSE OF ASPHALT BEING LAID. DETENTION POND SHALL BE INSPECTED QUARTERLY ON A PERMANENT BASIS. MAINTENANCE SHALL INCLUDE SEDIMENT REMOVAL, EMBANKME
2.	
2. 3.	STABILIZATION AND MAINTAINING THE OUTLET STRUCTURE IN GOOD CONDITION. NO TREES SHALL BE ALLOWED TO GROW ON THE EMBANKMENT. CATCH BASINS SHALL BE INSPECTED ANNUALLY FOR ACCUMULATION OF SEDIMENT. ALL SEDIMENT MUST BE REMOVED AND DISPOSED OF PROPERLY WHEN THE SUMP IS FULL.

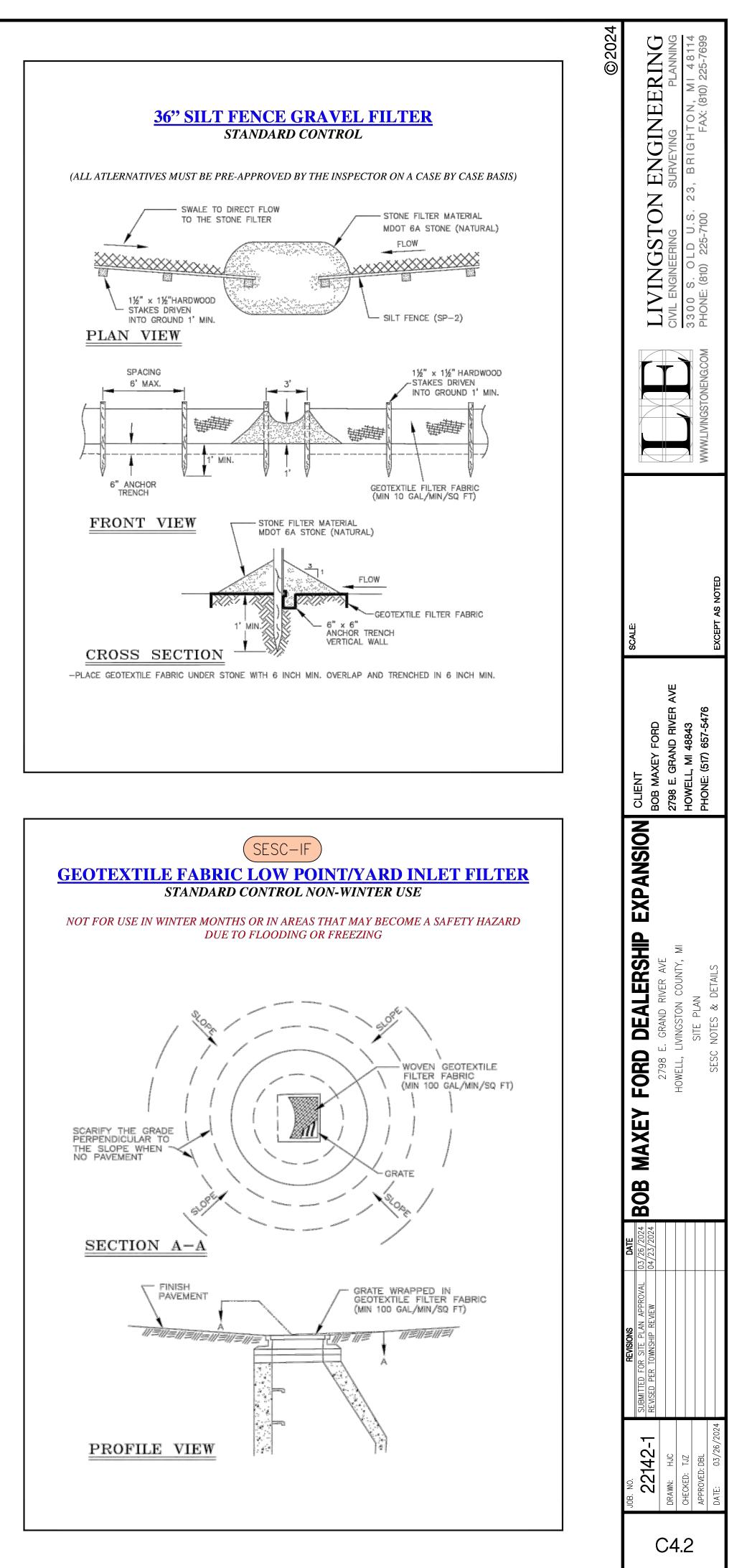


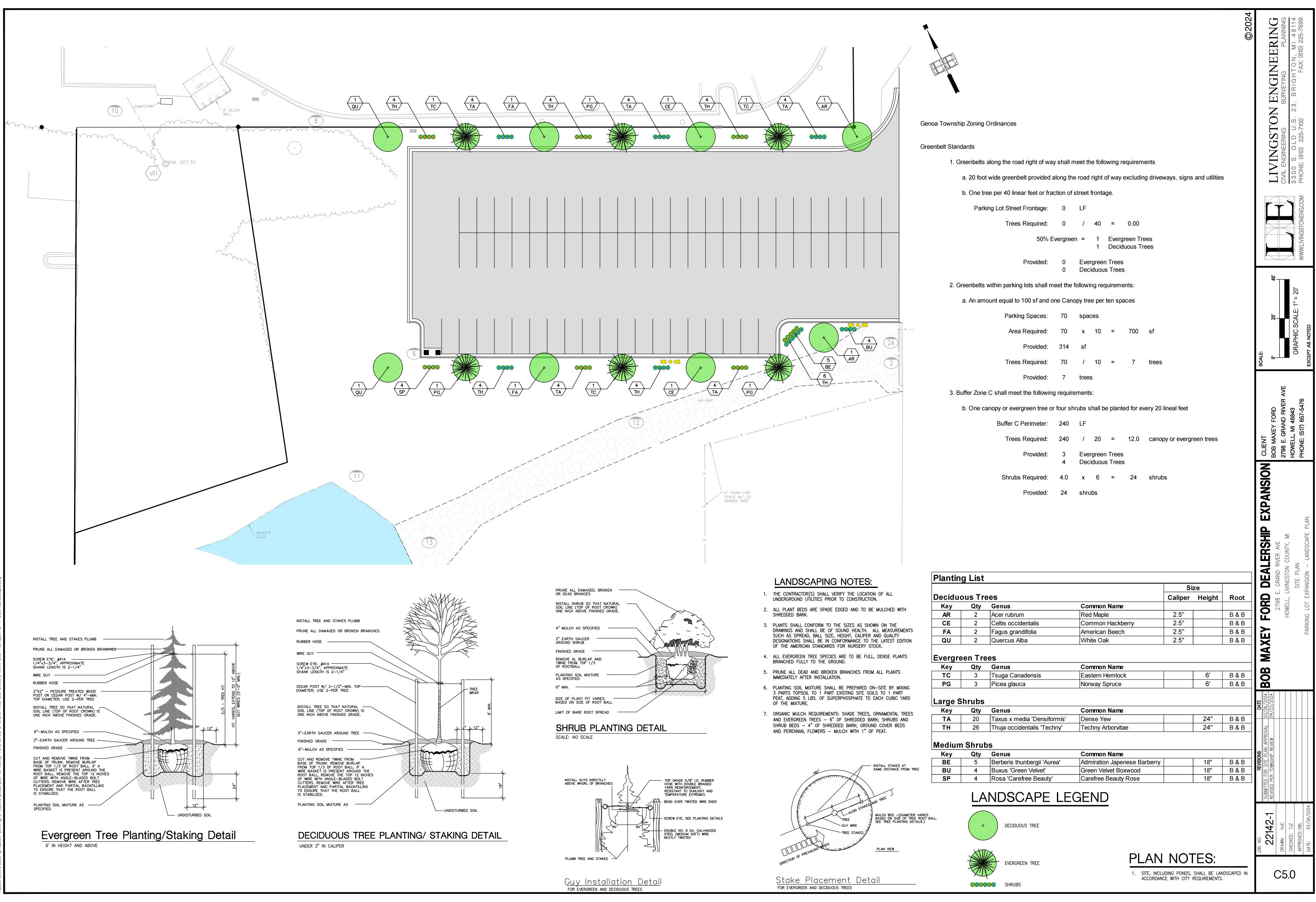


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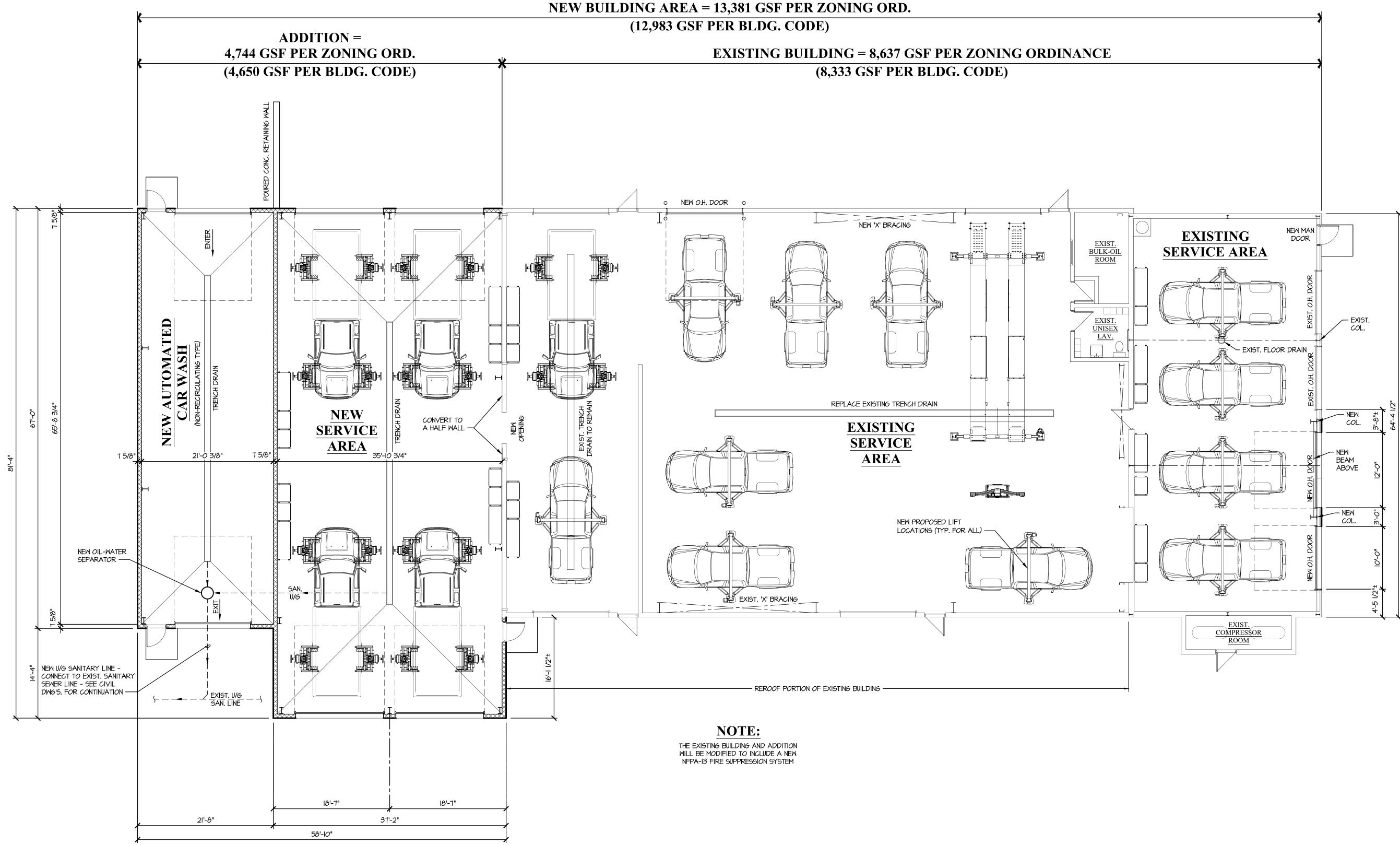
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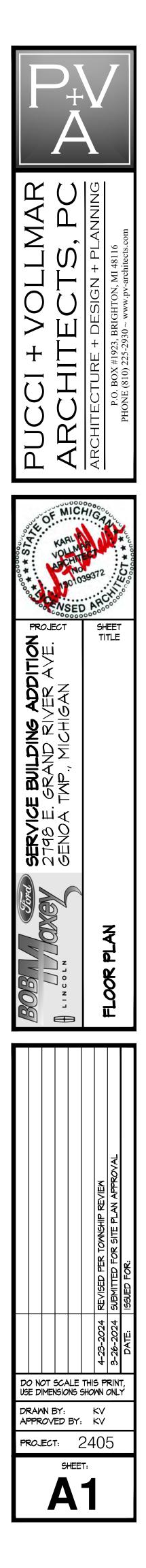


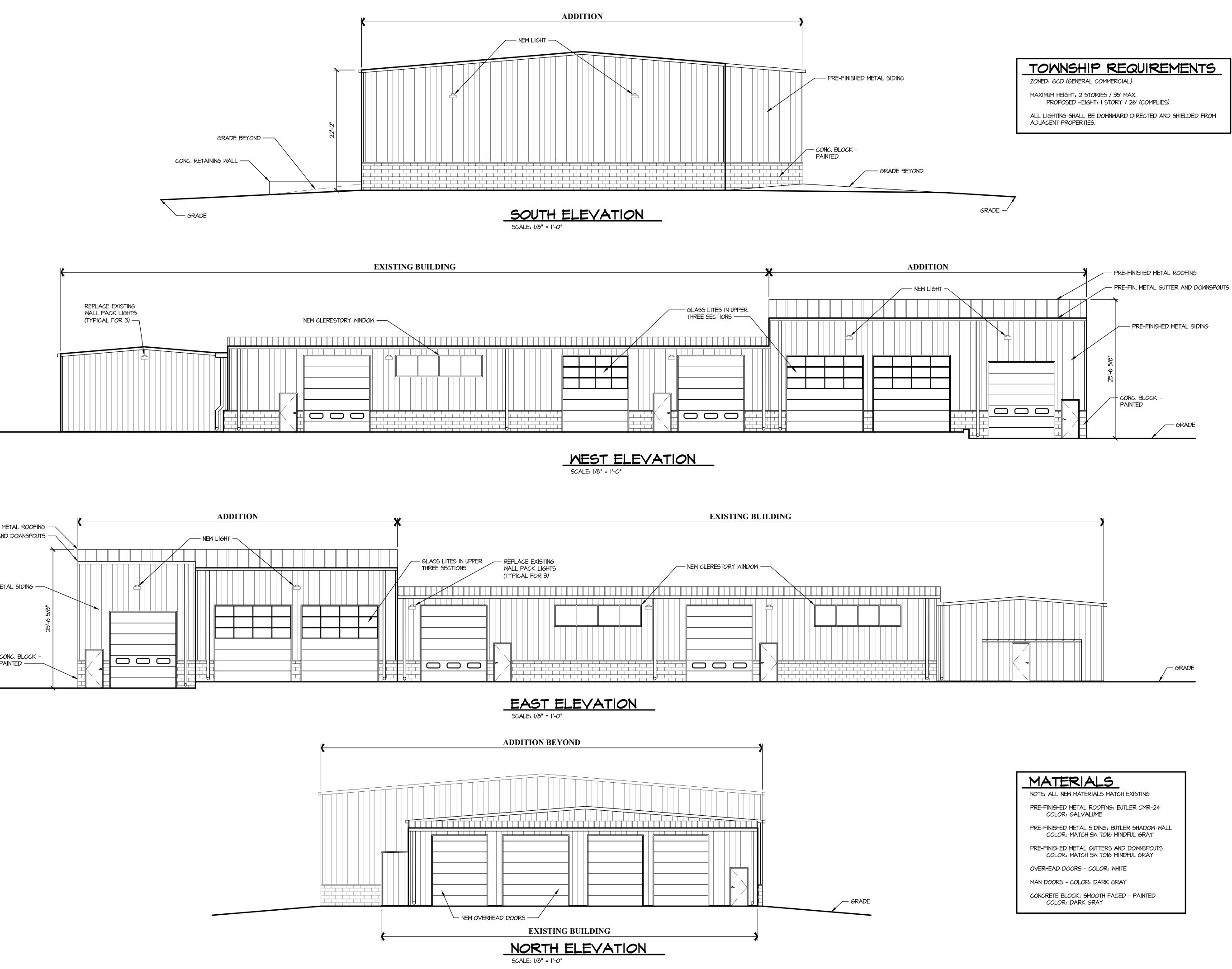


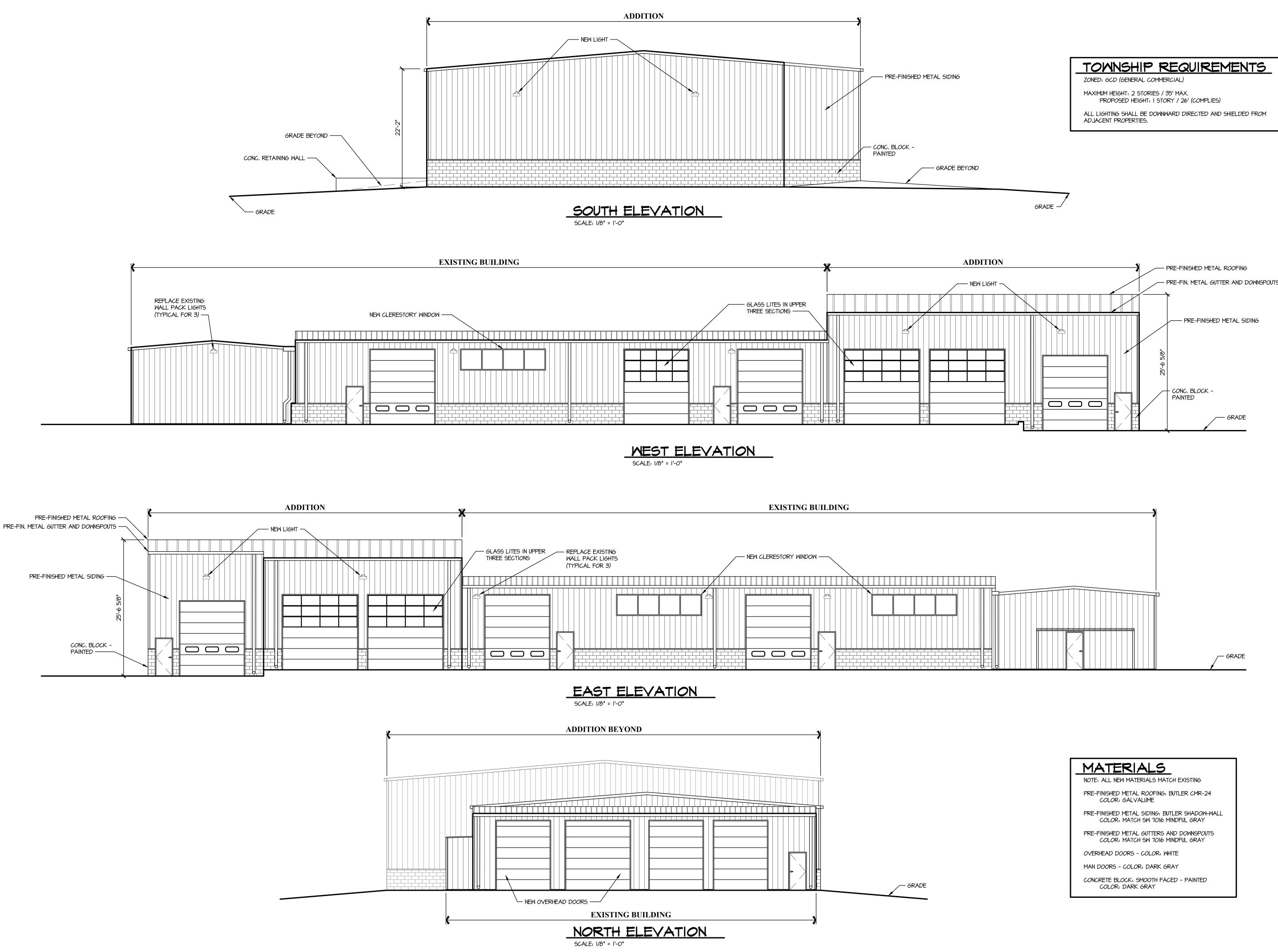


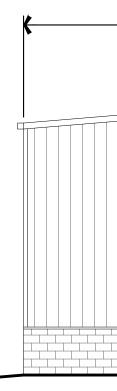


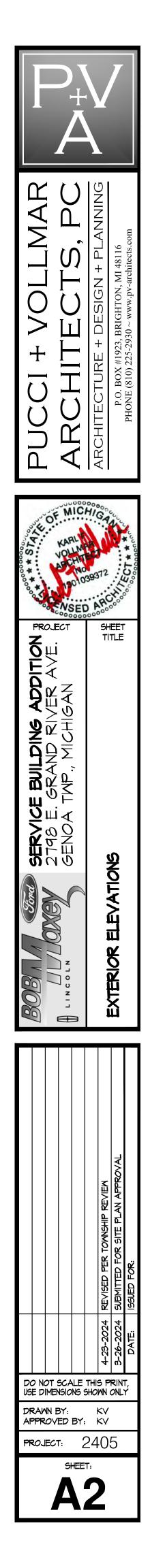
NORTH FLOOR PLAN SCALE: 1/8" = 1'-0"











GENOA CHARTER TOWNSHIP PLANNING COMMISSION PUBLIC HEARING April 8, 2024

MINUTES

<u>CALL TO ORDER</u>: Chairman Grajek called the meeting of the Genoa Charter Township Planning Commission to order at 6:33 p.m. Present were Chris Grajek, Marianne McCreary, Greg Rassel, Glynis McBain, and Jeff Dhaenens. Absent were Tim Chouinard and Eric Rauch. Also present were Planning Director Amy Ruthig, Brian Borden of Safebuilt, and John Barber of Tetra Tech.

PLEDGE OF ALLEGIANCE: The pledge of allegiance was recited.

APPROVAL OF AGENDA:

Moved by Commissioner McCreary, seconded by Commissioner Dhaenens, to approve the agenda as presented. **The motion carried unanimously**.

DECLARATION OF CONFLICT OF INTEREST:

None

CALL TO THE PUBLIC:

The call to the public was made at 6:34 pm.

Ms. Tracey Pardiac stated that the planning commission went through each detail of the car wash last month to make sure it did not negatively affect the residents in the adjacent apartment building, but that was not done for the 45 residents who live near the Latson PUD.

Ms. Susan Nickels of 4935 Fairways Drive spoke about the Latson PUD. Todd Wyatt is a builder with large scale profit for him. There are 50 buildings empty along Grand River in Genoa Township. These are eyesores and we do not need to develop everything. The developer wants to develop the east side of Latson Road. There is an advertisement for commercial development on the northwest corner of Crooked Lake and Chilson. We are losing the community of country living to corporate greed. She and her husband moved from Farmington Hills to escape the urban sprawl.

Ms. Melanie Johnson of 3990 Chilson Road is confused with the information that was submitted by the developer of the Latson PUD. She questioned the term "innovation park" that is used throughout the submittal and stated that is not defined in the zoning ordinance. The language is very open. She would like each section to be defined and to state how each of them are going to be zoned.

The call to the public was closed at 6:43 pm.

OLD BUSINESS:

OPEN PUBLIC HEARING #1...Consideration of special land use application, environmental impact assessment and site plan to convert the use and expand an existing building for an office use and event facility with outdoor entertainment. The property is located at 5311 Brighton Road, north side of Brighton Road, between Clifford Road and Oak Pointe Drive. The request is petitioned by David Richardson, Lindhout Associates.

- A. Recommendation of Special Use.
- B. Recommendation of Environmental Impact Assessment (3-10-24)
- C. Recommendation of Site Plan (3-12-24)

Mr. Dave Richardson of Lindhout Associates, Mr. Andrew Perri and Ms. Sherry Young of Pinnacle Wealth, and Mr. Josh Holowicki of E2i Design were present.

Mr. Richardson provided a history of the property. The applicant would like to restore the building so it will look like the original farmhouse and remove the commercial kitchen equipment from the rear of the roof. There will be a small bar and restroom addition.

They will comply with the concerns of the township planner and engineer. They have made those changes and are also reducing the number of people allowed on the patio to 130. They will turn off the sound and lights at 10 pm.

Mr. Holowicki provided a review of the audio system, which will retain the sound on the patio area. They have provided documentation of the sound as it reaches the lot lines, which is well under the limits of decimal levels allowed. This is for voices and music. All of the audio equipment will be owned by the applicant and kept on site. There will not be any outside audio systems brought into the facility.

Mr. Borden reviewed his letter dated April 4, 2024.

- 1. Special Land Uses (Section 19.03):
 - A. In order to make favorable findings related to compatibility and impacts, mitigation of offsite impacts and the use conditions of Section 7.02.02(q) need to be met to the Commission's satisfaction.
 - B. The applicant must address any comments provided by the Township Engineer or Brighton Area Fire Authority regarding public facilities and services.
- 2. Use Conditions (Section 7.02.02(q)):
 - A. Most of the conditions of this section have been met.
 - B. The Procedures Manual must be completed and inconsistencies corrected with respect to allowable times for outdoor events (in the Manual and on the site plan). There are sections that are blank and others that are inconsistent.
 - C. Variances from the ZBA have been granted for the setback deficiencies.
 - D. Clean-up provisions for public access events need to be added to the Procedures Manual.

- 3. Site Plan Review:
 - A. Building materials and design are subject to review and approval by the Planning Commission.
 - B. The site plan and floor plan drawings note different square footage for the building additions and should be corrected for consistency.
 - C. The applicant has indicated that they will provide a performance guarantee for future pathway construction.
 - D. He suggests the applicant relocate barrier-free parking spaces for better access to and from their building.
 - E. While parallel parking spaces comply with the ordinance, he advises against the use of them in a commercial lot for circulation purposes; however, he does not want the site to lose three parking spaces.
 - F. He requests the applicant confirm that the parking lot light fixtures are downward directed and cut-off.
 - G. If lighting is proposed for the outdoor patio area, details must be added to the lighting plan.
 - H. Ornamental wall mounted fixtures noted in the Impact Assessment must be added to the lighting plan.
 - I. There are inconsistencies between the landscape plan and plant list that need to be corrected.
 - J. He suggests the applicant provide additional landscaping around the waste receptacle enclosure.

Mr. Barber reviewed his letter dated March 18, 2024.

- 1. The petitioner should obtain approval from the Brighton Area Fire Authority prior to Township Approval.
- 2. A new fence is shown north of the proposed dumpster location. The fence detail provided on Sheet 7 does not appear to meet the existing fence type.
- 3. The Site Data on Sheet 5 has the same data as in the submittal dated August 1, 2023. The site data should be updated to show the bathrooms and surrounding concrete pavement, the new pavement in the boulevard, the removal of the pavement at the southwest corner of the site (which does not appear to be existing on Google Earth), the dumpster pad, the proposed landscape island, and addition C (the proposed new bar).
- 4. As stated in his August 16, 2023, letter, the petitioner should offset any increase in impervious area by decreasing the amount of pavement/impervious area on the site. The Site Data should be updated to reflect this
- 5. Additional silt fence should be shown on the SESC plan where pavement is to be removed and new pavement is proposed.
- 6. The architectural drawings should be revised to show the additional concrete pavement to access the bathrooms.

The Brighton Area Fire Marshal's letter dated March 27, 2024 states that all of his previous concerns have been addressed.

Commissioner Dhaenens stated that residents in the area have concerns regarding the noise. He wants to ensure that the applicant will stay within the audio limits that have been submitted. Mr. Perri stated they will comply with what was submitted. He knows it is important to the community so it is important to him. Commissioner Dhaenens would like the parallel parking to remain for larger vehicles, and Mr. Perri agrees. He will also comply with the request for additional plantings around the Dumpster enclosure.

Commissioner McCreary questioned why the sound decimal map does not show the sound south of Brighton Road. Mr. Holowicki stated that there are no speakers that point toward that direction. The sound is very isolated to the patio. The decibel level falloff is below the maximum requirement at the lot line. The requirement is 80 and it is at 74.8 at the lot line. It is approximately 64 decibels on the south side of Brighton Road. He also noted that there will be landscaping installed behind the music area, so that, and the trees on the south side of Brighton Road, will act as a small sound barrier. He noted these levels are what would be the maximum. When they install the system, they will set it so the volume could not be increased. He can also program it to shut off at 10 pm. Commissioner McCreary would like to see the sound levels at the homes south of Brighton Road.

Commissioner McCreary asked if there is a different location for the Dumpster. Mr. Richardson stated there are easements through this property for the golf course so there is no other location for it to be placed.

She asked for clarification on how the public will know when they will be able to come to an event there. Mr. Perri stated that during the season, which is from May 1 to September 15, it would be open to the public Thursday through Sunday, but if there is a private event scheduled on one of those days, then it would be closed to the public.

Commissioner McBain asked if there will be a way to prohibit golf carts from accessing the parking lot when there is event traffic. Mr. Perri stated that there is an existing path delineated along the edge of the parking lot.

The call to the public was made at 7:34 pm.

Mr. Dennis Howie of 5189 Ashton Court submitted a letter today. He reiterated his concerns regarding the Procedures Manual. There are 22 instances of incomplete information and 4 discrepancies. If the applicant is not able to submit complete and correct documents, how is the township to know they will comply with the requirements. He had nine additional questions regarding parking, maximum occupancy, adult entertainment, alcohol and marijuana use.

Mr. Nick Agnetti of 5100 Milroy Lane is not against improving buildings. He is concerned how this will affect his way of life with his three children. He is concerned with the amount of traffic. What is the construction impact of the installation of the sidewalk? This is going to be very impactful to the residents. He is not sure if this is the right location.

Ms. Catherine Dhulster of 5236 Ashton Court stated she heard every lyric, every crowd, and every motorcycle when the previous owner had events here. She could feel the thump from the music. There were vehicles and motorcycles that came down their street and there were fights. She noted that the Operations Manual states they can have events throughout the year because they will be allowed to use heaters. She asked if there will be a limit put on when the residents would be exposed to the noise.

Ms. Evelyn Dionise of 5038 Ashton Court would hear the music with her windows closed. Her meditative lifestyle will be decimated if this is allowed. The state police and the sheriff do not have the ability to enforce the sound ordinance. She has lived here for 19 years and she is the number one person impacted by this. She did not receive any help from the township until she hired a lawyer. This will ruin the lives of the people in the area. They will not be able to go outside.

Ms. Tracey Pardiac thanked the board for making sure they ask the developer to put additional shrubs around a Dumpster. This wouldn't be like living in an industrial area. She feels for the people who live here. It will be worse to live where there will be semi-trucks.

Ms. Kristy Hill of 5139 Milroy stated they moved here for the peace and serenity of the neighborhood. This is for profit that will benefit a few people. Enforcement is difficult since the township is not open when they are having their events. Eighty decibels is excessively loud and there will be noise pollution four days a week. This will destroy their home values.

Mr. Jim Stosik of 5112 Ashton Court is concerned with the noise pollution. He noted that the location of the Dumpster will be in view whenever they leave their street. He would like to have no parking signs placed on their court. There will be drunk people leaving the property. This is not good for their community and the residents.

Mr. Michael Hill of 5139 Milroy agrees with what was said previously about noise pollution. He is concerned with enforcement. If this is approved, he will sell his home and will have to tell any potential buyers about the noise and he will have trouble selling his home.

Mr. Agnetti stated that his Apple watch notifies him when he is in a loud environment. He was notified three times that they were above 95 decibels at his daughter's sports game outdoors.

Ms. Kimberly Mansfield of 5115 Ashton Court stated that the sewer line going from the building to the port-a-potties will not be approved. It is a terrible idea.

Ms. Dionise stated that no one has said anything positive about this project. There will be noise, traffic, and their property values will plummet. If this is approved, it will ruin the lives of the people who live here.

The call to the public was closed at 8:02 pm.

Commissioner McBain asked if the stage could be put inside the building to lessen the amount of sound. Mr. Holowicki stated that if the source is inside, it would have to be amplified to reach the patio.

Commissioner McCreary stated that when a Special Land Use is granted, it has to meet certain requirements. The compatibility of the use, the impacts on the surrounding area, etc. She is in favor of this type of use, but not in this location.

Commissioner Dhaenens understands the changes that are being made with regard to the sound from the last two owners, but based on the public's comments, they are not convinced that it will be different than in the past.

Commissioner McBain wants to ensure the protection of the residents' use of their properties.

Mr. Perri does not want the township or the residents to be biased based on the previous owners. They are the owners and operators of the building and business, he lives within 500 yards of the site, and outdoor events will only occur from May 1 through September 15. There will be no outdoor events outside of those times. They will not be having concerts or parties. He would be willing to meet with the neighbors as well as receive feedback from them during the event season.

Commissioner McBain suggested the township visit the site and have a demo of the decibel levels. Mr. Holowicki stated they have met the ordinance limitations and can lock it so that it cannot be exceeded. He can guarantee that they would never exceed the limitations.

Moved by Commissioner Dhaenens, supported by Commissioner McBain to table to a future Planning Commission meeting, the Environmental Impact Assessment and site plan to convert the use and expand an existing building for an office use and event facility with outdoor entertainment at 5311 Brighton Road, north side of Brighton Road, between Clifford Road and Road and Oak Pointe Drive, noting that the petition shall provide firm use dates and times. **The motion carried unanimously**.

OPEN PUBLIC HEARING #2...Consideration of a site plan amendment for revisions to the previously approved site grading on a 4.32-acre parcel (4711-06-200-101) on the north side of Grand River Avenue, just west of Char-Ann Drive. The request is petitioned by Chestnut Development.

A. Recommendation of Environmental Impact Assessment (9-20-23)

B. Disposition of Amended Site Plan (10-17-23)

Mr. Alan Pruss with Monument Engineering and Brad of Chestnut Development were present. Mr. Pruss stated they would like to prepare the site for sale; however, there is no use for the site at this time. They would like to remove the existing trees at the back of the site along Char Ann, put up a berm, and then plant trees on the berm. They have received the planner's and engineer's letters and they have made their requested changes and submitted new plans.

Ms. Ruthig stated the new plan was not put in the packet because when it was published, the plan had not been reviewed. Mr. Borden stated he was able to review the revised plans today.

The applicant has addressed all but one of his concerns from his previous review letter. He suggested that if this item is recommended for approval this evening, it should be conditioned upon engineering review and approval and that an updated Environmental Impact Assessment be submitted that shows the changes that were made on the site plan. His outstanding concern is:

1. 45 new evergreen trees are proposed along the northerly property line atop a landscaped berm. The proposal includes four types of evergreen trees (Norway Spruce, Black Hill Spruce, Colorado Blue Spruce, and Eastern White Pine).

Commissioner Rassel wants to ensure that all of the trees that are to remain are marked. Brad stated they are; however, he can confirm that tomorrow.

Mr. Barber reviewed his email dated Monday, April 1, 2024. Storm water runoff from the site into the Turning Leaf Drive right-of-way will be increased. No calculations are provided. The petitioner should verify that runoff will not be increased. Mr. Pruss stated their post development runoff is 10 percent less than prior to the development. Mr. Barber disagreed. He asked Mr. Pruss to review it again.

The Brighton Area Fire Marshal's email from Friday, November 3, states that he has no new comments regarding this item.

The call to the public was made at 8:47 pm.

Mr. Dan Hassett of 2955 Turning Leaf asked for confirmation of what was going to be put in place.

Mr. Jeff Hudson of 2897 Turning Leaf confirmed that all of the existing trees are going to be removed, then a berm would be installed, and six foot trees will be planted on top of that. He noted that the trees that are going to be removed were forty feet high. He asked if the existing trees could remain. Mr. Pruss stated this was requested by the Planning Commission at their last meeting. Mr. Hudson stated that their property values have been affected by the trees being removed.

Mr. Scott Runyon of 3141 Char Ann Drive asked for clarification on which trees were going to be removed and what ones were going to stay.

The call to the public was closed at 8:54 pm.

There was a discussion regarding when the berm and plantings would occur. It was decided to have the berm and plantings done before the site grading.

Moved by Commissioner Rassel, supported by Commissioner McCreary, to recommend to the Township Board approval of the Environmental Impact Assessment to be submitted for revisions to the previously approved site grading on a 4.32-acre parcel (4711-06-200-101) on the north side of Grand River Avenue, just west of Char-Ann Drive, with the following conditions:

- The township engineer shall review and approve the plans.
- The Impact Assessment shall be reviewed for the corrections and approved by township staff.
- The project shall be completed from north to south
- A performance guarantee shall be submitted prior to land use permit issuance.

The motion carried unanimously.

Moved by Commissioner Rassel, supported by Commissioner McCreary, to approve the Amended Site Plan dated April 3, 2024 for revisions to the previously approved site grading on a 4.32-acre parcel (4711-06-200-101) on the north side of Grand River Avenue, just west of Char-Ann Drive, with the following conditions:

• Review by staff prior to submission to the Township Board.

The motion carried unanimously.

NEW BUSINESS:

OPEN PUBLIC HEARING #3...Consideration of a site plan application and environmental impact assessment for a proposed façade improvement and addition to an existing multi-tenant shopping center. The property is located at 3599 and 3669 Grand River Avenue, north side of Grand River Avenue, west of Latson Road. The request is petitioned by Symmetry Management.

- A. Recommendation of Environmental Impact Assessment (3-19-24)
- B. Recommendation of Site Plan (3-19-24)

Mr. Brent Lavanway of Boss Engineering; Mr. Frank Jarbou of Symmetry Management, the property owner; and Mr. Robert Jordan from Serenity Architecture were present.

Mr. LaVanway provided a review of the proposal. They will be adding landscape islands and landscaping, adding a boulevard entrance where the current traffic signal is located, adding a 20,000 building addition on the far west portion of the site, expanding the detention basin, planting an addition 90 trees and 200 shrubs, adding a paved driveway to connect the two parcels, and adding two out lots. They are reducing the number of parking spaces from 900 to 680, which must be approved by the Planning Commission; however, the ordinance does allow for shared parking.

Mr. Jarbou provided a history of his company. They are a redevelopment company that transforms and adds value to existing properties. They have secured a large tenant and have serious interests in the other locations. He reviewed the updates that will be made to the building and the site.

Black and white elevations and colored material example photos were presented. Commissioner McCreary would like to see sample materials and not a photograph.

Mr. Borden stated that the Planning Commission can approve the site plan. It does not have to go before the Township Board. He reviewed his letter dated April 2, 2024.

- The two separate parcels should be combined as part of this project; however, the applicant seeks to keep them separate. Mr. Jarbou stated they can have two different debts if the parcels are separate and shared access and parking can be accomplished with easements. Ms. Ruthig noted keeping the properties separate could affect the setbacks for the two proposed out lots.
- 2. The façade improvements do not include three of the existing tenant spaces. Future changes to these spaces will be subject to review and approval by the Township.
- 3. Building design, including materials and color, are subject to review and approval by the Planning Commission.
- 4. Crosswalk striping should be added across the drive aisle connection to Dave's Hot Chicken. Mr. Jarbou agreed to add this.
- 5. The Commission may reduce the amount of parking required based on different peak usage for the variety of businesses included in the development. He noted that they are not asking for the largest amount of parking reduction as is allowed.
- 6. The three light poles in the northwest corner of the property must be reduced in height to not more than 20 feet high. They are currently 30 feet.
- 7. The landscape plan is slightly deficient in greenbelt and buffer zone plantings; however, the Commission may modify requirements since numerous existing, mature trees are being preserved. He noted that it has four separate frontages so it is difficult to identify locations for additional plantings.
- 8. There are three evergreen trees on the landscape plan that are unaccounted for in the plant list.
- 9. The gate on the waste receptacle enclosure must be changed from chain link fencing to wood per the ordinance.
- 10. The applicant must address any comments provided by the Township Engineer or Brighton Area Fire Authority, including any comments on the traffic study.

Mr. Barber reviewed his letter dated April 1, 2024.

They have addressed his previous concerns, but he noted that after final site plan approval, the water main and sanitary sewer construction plans must be provided to MHOG Sewer and Water Authority for their review and approval and permitting with EGLE.

He reviewed the Traffic Impact Study, although the pass-by rates used in the trip generation forecast are not the latest information available from ITE (pass-by rates within the 11th edition of Trip Generation should be used, not those from the Handbook which is older information), the trip generation forecast for the site would be considered conservative, as it does not consider internal capture reductions. He does not see much gain from a corrected report and finds this to be acceptable.

The Brighton Area Fire Marshal's letter dated March 27, 2024 states, "Based on the submitted documents, all required revisions have been corrected for compliance except for the clear width dimension of the rear access drive. The applicant is field verifying the bollard and transformer pad locations along with drive dimensions. They have committed to making the appropriate revisions to provide the proper clear 20' width along the rear."

Mr. Jarbou believes that the amount of parking they are proposing is sufficient for the types of tenants they anticipate occupying these spaces.

Commissioner Dhaenens asked why the applicant did not agree to the shared access agreement with the owner of Arby's. Mr. Jarbou stated that when his company first purchased this property, he reached out to the Arby's owners on many occasions to work on the shared parking agreement and they never responded. Those owners then needed the agreement so they contacted him, but he did not want to help.

The call to the public was made at 9:39 pm.

Ms. Amy Sheehy of 3560 Snowden Lane stated her property backs up to the old Elder Beerman building. She would like the drainage to be repaired. Their property gets flooded. She is happy with the plans.

The call to the public was closed at 9:41 pm.

Mr. Jarbou stated he has spoken to Ms. Sheehy regarding the drainage. He advised Ms. Ruthig that they purchased the property so they own it and they own the drainage problem.

There was a discussion regarding the proposed nine-foot- high retaining wall on the rear of the site. The maximum height allowed is six feet, so a variance is going to be needed.

Moved by Commissioner Dhaenens, supported by Commissioner Rassel, to approve the Site Plan dated March 19, 2024 for Symmetry Management for proposed façade improvement and addition to an existing multi-tenant shopping center. The property located at 3599 and 3669 Grand River Avenue, north side of Grand River Avenue, west of Latson Road, based on the following conditions:

- The drive aisle parking and runoff easements between the two properties shall be put in place and shared with the township
- Crosswalk striping shall be added on the Dave's Hot Chicken Driveway
- Three light poles on the northwest side of the site are to be compliant with the township ordinance
- The discrepancy of three evergreens shall be corrected and approved by staff
- The waste receptacle gate shall be updated to comply with the township ordinance
- The applicant shall obtain a variance from the ZBA for the nine-foot high retaining wall.
- Township staff shall be given physical samples of material samples vs. photographs.

The motion carried unanimously.

Moved by Commissioner Dhaenens, supported by Commissioner Rassel to recommend to the Township Board approval of the Environmental Impact Assessment dated March 19, 2024 for Symmetry Management for proposed façade improvement and addition to an existing multi-tenant shopping center. The property located at 3599 and 3669 Grand River Avenue, north side of Grand River Avenue, west of Latson Road, based on the following condition:

• The applicant shall comply with the township engineer's concerns.

The motion carried unanimously.

ADMINISTRATIVE BUSINESS:

Staff Report

Ms. Ruthig stated there will be five cases on the May meeting agenda.

The developer of the Latson PUD is requesting to amend the uses proposed. The township and the consultants are reviewing the proposal.

Approval of the March 11, 2024 Planning Commission meeting minutes

Needed changes were noted.

Moved by Commissioner McCreary, seconded by Commissioner Rassel, to approve the minutes of the March 11, 2024 Planning Commission Meeting as amended. **The motion carried unanimously.**

Member Discussion

Commissioner McCreary stated that planning training says the site plan approval should be obtained prior to seeking a variance. Mr. Borden said that a site plan review should be done prior to obtaining a variance; it does not need to be approved, just reviewed.

Adjournment

Moved by Commissioner Rassel, seconded by Commissioner McCreary, to adjourn the meeting at 10:04 pm. **The motion carried unanimously.**

Respectfully Submitted,

Patty Thomas, Recording Secretary