

**MANCUSO & CAMERON, P.C.**

ATTORNEYS AND COUNSELORS

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FRANK J. MANCUSO, JR.

DOUGLAS D. CAMERON

VICTORIA L. LESNER

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January 26, 2015

Kelly VanMarter  
Genoa Township  
2911 Dorr Road  
Brighton, MI 48116

**RE: Planned Unit Development Agreement for  
Former Latson Elementary School Property**

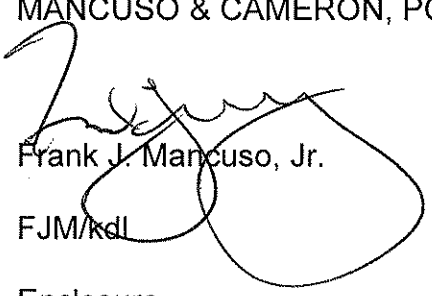
Dear Ms. VanMarter,

Enclosed please find the original above referenced document that has been recorded with the Livingston County Register of Deeds. This document was also sent to you via e-mail this date. We have retained a copy for our files.

If you have any questions or comments, please feel free to contact our office at any time.

Sincerely,

MANCUSO & CAMERON, PC



Frank J. Mancuso, Jr.

FJM/kdl

Enclosure

37



2015R-001603  
RECORDED ON  
01/15/2015 12:36:47 PM  
SALLY REYNOLDS  
REGISTER OF DEEDS  
LIVINGSTON COUNTY, MI 48843  
RECORDING: 118.00  
REMON: 4.00  
PAGES: 37

JAN 26 2015

STATE OF MICHIGAN  
COUNTY OF LIVINGSTON  
GENOA CHARTER TOWNSHIP

PLANNED UNIT DEVELOPMENT AGREEMENT FOR FORMER LATSON ELEMENTARY  
SCHOOL PROPERTY

THIS PLANNED UNIT DEVELOPMENT AGREEMENT is made and entered into on this 16<sup>th</sup> day of June, 2014, by **Howell Public Schools**, a Michigan general powers school district, whose address is 411 N. Highlander Way, Suite C, Howell Michigan 48843 (referred to as "HPS") and **Genoa Charter Township**, a Michigan municipal corporation, whose address is 2911 Dorr Road, Brighton, Michigan referred to as "Township").

RECITATIONS:

The HPS possesses fee title to certain real property situated in the Genoa Charter Township, County of Livingston, and State of Michigan, more particularly described in Exhibit A, (referred to as "Property").

The recent completion of the adjacent Latson Road interchange required a portion of the previous Latson Elementary School site, which was agreed upon by HPS and Township in a Real Property Benefits Agreement, dated April 10, 2012, (Exhibit F). In this agreement, the remainder of the parcel was agreed to by both parties to be developed as a Non-residential PUD. This follows the Master Plan future land use designation of this Property as regional commercial. These uses will complement nearby commercial uses and future uses that will arise from the newly created demand of the interchange.

HPS has a preferred concept plan (Exhibit B), but also includes two additional concepts that are variants of the preferred plan (Exhibits B-1 and B-2). Any of these three concepts may be considered upon securing a developer for the property.

The Township Planning Commission and Township Board, in strict compliance with the Township Zoning Ordinance and with Act 110 of the Public Acts of 2006, as amended, reclassified the Property as Non-Residential Planned Unit Development District, finding that such classification properly achieves the purpose of Article 10 of the Genoa Township Zoning Ordinance, including the encouragement of innovation in land use, the preservation of open space in areas adjacent to S. Latson Road and properties to the north and east in order to achieve compatibility with adjacent land uses, the promotion of efficient provision of public services and utilities, the reduction of adverse traffic impacts, and the provision of adequate employment. Further the Township Planning Commission and Township Board find the Non-Residential Planned Unit Development District and the PUD Plan are consistent with the Township Master Plan.

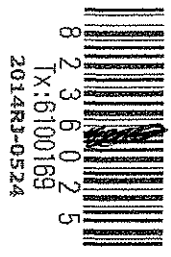
The Township has found and concluded that the uses and future development plans for the Property and conditions shown on the approved PUD Concept Plan, attached as Exhibit B ("PUD Plan"), are reasonable and promote the public health, safety, and welfare of the Township, and that they are consistent with the plans and objectives of the Township and consistent with surrounding uses of land.

NOW, THEREFORE, OWNER AND TOWNSHIP, in consideration of the mutual promises contained in the Agreement, HEREBY AGREE AS FOLLOWS:

ARTICLE I. GENERAL TERMS OF AGREEMENT

- 1.1 The Township and HPS acknowledge and represent that the recitations set forth above are true, accurate, and binding.

11-26-2014 A09:40



- 1.2 The Township acknowledges and represents that this Agreement may be relied upon for future land use and development of the Property by HPS's successors, assigns, and transferees.
- 1.3 The PUD Concept Plan, attached as Exhibit B, (or Exhibits B-1 and B-2), has been duly approved by the Township in accordance with all applicable Township ordinances, and depicts the land uses which will be permitted and which may be developed on the Property. All formal actions necessary or expedient to carry out this Agreement shall be taken by the parties without undue delay consistent with the Township's ordinances and policies.
- 1.4 Except as specifically provided for in this Agreement, final site plans will comply with applicable Zoning Ordinance requirements. However, at the time of review of respective site plans for the development of various portions of the Property, deviations from ordinance regulations may be agreed upon by the Township and HPS. Changes to the PUD Concept Plan or PUD Agreement will be processed as outlined in the Zoning Ordinance.
- 1.5 The PUD Plan identifies the location and configuration of the authorized land uses that may be developed on the Property, except as noted in 1.3 above.
  - A. All uses authorized as permitted or as may be authorized by special land use are defined in Exhibit C.
  - B. HPS shall be permitted to create parcels and to adjust the size and shape of such parcels, provided the creation or adjustment does not alter the land use designation for any area of the Property or increase the intensity and/or density of use. Modifications shall be comparable to the alternative Concept Plans (Exhibits B, B-1 and B-2). All development shall be subject to Final PUD Site Plan and land division (if necessary) approval. In addition:
    1. HPS shall not be entitled to make a modification which substantially increases the impact upon adjoining properties or facilities without the approval of Township.
    2. HPS may make other changes consistent with the provisions of Article 10 of the Township's Zoning Ordinance.
  - C. The sizes of the various parcels within the land use designations shall be subject to modification under the applicable regulations of the Zoning Ordinance and state law.
- 1.6 This Agreement, including the uses approved on the PUD Plan, are for the benefit of the Property, and shall run with the Property, and shall bind and inure to the benefit of the successors, assigns and transferees of the parties to this Agreement.

## **ARTICLE II. LAND USE AUTHORIZATION**

- 2.1 The Planned Unit Development shall include a land use authorization for the uses agreed upon by HPS and Township as listed in Exhibit C.
- 2.2 No construction shall be permitted until HPS has received final site plan approval in accordance with Genoa Township ordinances. If the Property is divided into parcels,

more detailed planning for the development of the Property may be undertaken on a parcel-by-parcel basis, subject to the intent and obligation to coordinate development of the Property as a whole, as specified hereinafter. HPS, as dictated by HPS's transferees, shall determine the timing and order of development subject to the Township's Zoning Ordinance. At the time HPS, and the HPS's assigns and transferees, are prepared to develop each portion or phase of the Property, a plan prepared in the form required by applicable ordinance and law, including impact assessments required by the Township, and consistent with this Agreement, shall be submitted for review and approval. The Township shall review each of such plans within a reasonable time. Site plan and other review requirements shall not be subject to any subsequent enactments or amendments of the Zoning Ordinance which are inconsistent with this Agreement unless the concept plan as set forth herein is materially altered at the request of HPS or its successors and assigns. Provided however, the PUD Concept Plan attached as Exhibit B is also approved as described herein.

- 2.3 If a use authorized under Exhibit C as a special land use is proposed on the Property, such use must be applied for and authorized as provided in the Zoning Ordinance. No storage of trucks, trailers or similar delivery vehicles or containers shall be stored on site for more than twenty-four (24) hours unless they are being actively loaded or unloaded.
- 2.5 A minimum 15% of the site shall be open space as agreed to in Exhibit D. This requires a deviation from 25% as defined in Article 10 of the Zoning Ordinance. Open space is defined as undisturbed areas of key natural features, detention ponds, landscaped areas or plazas. Detention areas shall comprise no more than 50% of the required open space.
- 2.7 Notwithstanding the current code, the principal structure and parking lot must be set back in accordance with Exhibit B. There shall be only one automobile service station allowed.

### **ARTICLE III. OFF-SITE TRANSPORTATION IMPROVEMENTS**

- 3.1 Off-Site Improvements in Public Right of Way.
  - A. Traffic Signal. The Township acknowledges that the Livingston County Road Commission ("LCRC") will provide, at its cost, a traffic signal which will permit the efficient flow of vehicular traffic to and from the Property and Latson Road. The Township will cooperate with the LCRC and HPS (or its successors, as applicable) for the installation of said traffic signal. The LCRC shall install the traffic signal as set forth in the Livingston County Road Commission - RGL Howell, LLC and GCG Howell, LLC Agreement to Transfer Property dated August 30, 2011 (the "Agreement to Transfer"), or at such time a site plan is approved for any portion of the Remaining Parcel provided that HPS, or its successors, reach an agreement with the LCRC.
  - B. Improvement of Intersection. The Parties agree that the costs of the acceleration and deceleration lanes are the obligation of MDOT up to the "spring lines" on the North side of the Interchange. The costs of the "extension" of these lanes will be subject to further negotiation between MDOT and LCRC. It is understood that although HPS and its successors and assigns will be permitted to have a voice at the preconstruction meetings, HPS will not be empowered to vote on any final decisions. It is further understood by the Parties that HPS, its successors and

assigns and/or other occupants of the Property will be required, at their expense, to perform a limited traffic study to determine the length of the acceleration/deceleration lanes.

- C. Entryway to Property. The Township represents and warrants that it will obtain LCRC's consent that the width of the entryway to the Property at the Latson Road intersection where the traffic signal is located not be less than the width of Grand Oaks Drive and the density of the Remaining Parcel will not be reduced by the width of the entryway drive.

#### **ARTICLE IV. INTERNAL ROAD NETWORK**

- 4.1 Internal access shall be established between the various uses and buildings as generally shown in Exhibit B (or B-1 or B-2, as applicable).

#### **ARTICLE V. DRAINAGE**

- 5.1 The on-site drainage system will be built by HPS or its assigns following review and approval by the Township Engineer and Livingston County Drain Commissioner.

#### **ARTICLE VI. SITE IMPROVEMENTS**

- 6.1 There shall be a coordination of site improvements within the overall Property, with the objective of creating site improvements that are integrated and mutually supportive among the respective portions or phases of the development, including the utilities, landscaping and lighting.
- 6.2 A pedestrian network shall be constructed by HPS or its assigns on the east side of Latson, per Township standards.
- 6.3 Development shall be undertaken with underground electrical service to the buildings on the Property. Public utility lines in existing or future easements shall be permitted overhead so long as the buildings are serviced from underground.
- 6.4 The following site elements shall be provided:
  - A. Site design and landscaping shall diminish the prominence of parking lots as viewed from public streets.
  - B. Extensive greenways and tree-lined drives shall be within parking lots and throughout the site to improve traffic operations and views
  - C. Landscaping shall include all required plantings pursuant to section 12.02 of the Zoning Ordinance and as shown on the approved final PUD site plan.
  - E. Ornamental lighting shall be provided along Latson Road right of ways consistent with other recent developments along the roadway.
  - F. Ongoing maintenance and repair or replacement of site design elements, such as common landscaping, lighting, and joint freestanding signage shall be maintained by either the developer, or a lot owner, or association.

- G. The parking lot configuration, sizes and quantities of stalls, shall be accepted as shown on a final site plan as approved by the Township.

#### **ARTICLE VII. DESIGN OF BUILDING AND SIGNS**

- 7.1 The architecture, building materials, colors and shapes of all buildings shall be in substantial conformity with the guidelines set forth in the Genoa Township Zoning Ordinance, as adopted, and as it may be amended. It is the intention of the parties to promote and encourage a development that incorporates varying building lines, natural earth tone construction materials and other elements contemplated to upgrade the appearance of the development overall in the interest of making it aesthetically pleasing. Flat front roof facades shall be discouraged. Large walls shall include varying building lines, setbacks, color accents, windows or other elements to upgrade appearance. Each site plan will include a narrative or illustration(s) that demonstrates the design will be consistent with, or complement architecture of the other sites. Buildings shall utilize high quality architecture with variable building lines, peaked roofs and architectural accents. Brick facades or tilt up panels with brick shaped forms or other natural materials (i.e., brick, stone, etc.) shall be used for certain building faces.

Other materials may be used for architectural accents provided such materials shall have the appearance of cut or cast stone or stucco. Out parcel buildings shall have wall surfaces with at least eighty percent (80%) natural materials (i.e., brick, stone, etc.).

- 7.2 Signage: Freestanding signs for individual lots within the PUD shall be ground mounted (monument) signs. No pole signs shall be permitted. All freestanding signs shall have a base constructed of materials that coordinate and are not inconsistent with the building, and other signs within the PUD. In addition, there shall be permitted one highway sign, such sign shall be a maximum of 200 square feet, shall not exceed thirty (30) feet in height and shall be permitted to advertise users in the project. Each individual lot within the PUD shall be limited to monument signs no taller than 6 feet and no larger than 72 square feet in area. All wall signs shall have channel lettering or individual letters (not panels). All freestanding lighted signs shall be internally lit. Additional wall, highway and other signs shall be permitted as authorized in the Zoning Ordinance.
- 7.3 Landscaping and site lighting: The landscaping within the PUD shall demonstrate consistency in terms of design and materials. Generally, site lighting shall be a uniform type and color. All ornamental lighting shall be of the same style as nearby non-residential PUDs.

#### **ARTICLE VIII. UTILITIES**

- 8.1 Capacity. The Township represents and warrants that the capacity is available for water and sanitary sewer for any future development of the Property at no cost to HPS its successors and assigns.
- 8.2 Residential Equivalent Units ("REUs") for Sanitary Sewer and Water. The Township acknowledges that the Property currently has 22 residential equivalent units (REUs) for sanitary sewer and 20 REUs for water and may be utilized by the District, its successors and assigns, for the future development of the Property. In addition, the Township agrees to provide an additional five (5) REUs for sanitary sewer and seven (7) REU's for water, at no cost, which additional REUs can be utilized by HPS, its successors and assigns, for the future development of the Property. The Township represents and warrants that any

additional REUs needed by HPS, its successors and assigns, for the future development of the Property shall be priced at the current 2012 pricing of \$5,000 per REU for water and \$5,500 per REU for sanitary sewer. HPS agrees that all REUs described in this paragraph are only assignable to a successor in title or interest of the Property.

- 8.3 No Other Fees. Other than the REU fees stated above, there are currently no additional connection or capital fees charged by the Township. Other than the fees set forth in subparagraph 8.2 above, no other connection fees shall be imposed upon HPS, its successor and assigns with regard to the Property. In addition, the Township represents and agrees that the existing 15" gravity sewer on Grand River is at capacity and the Township shall not impose any additional costs on HPS related to increasing the capacity of the Grand River sewer to serve the Property and that the Grand River sewer is the only present sewer capacity constraint for the Property. Notwithstanding the above and except as provided in subparagraph 8.1 above, the Remaining Parcel shall not be exempted from charges for any sewer system upgrades that benefit the system and are borne on a pro-rata basis by the users of the system. Notwithstanding the foregoing, HPS, its successors and assigns will be subject to fees required for engineering, inspection and fees imposed by other local units of government for the Property.

#### **ARTICLE IX. MISCELLANEOUS**

- 9.1 This Agreement may not be modified, replaced, amended or terminated without the prior written consent of the parties to this Agreement, which consent shall not be unreasonably withheld. HPS and the Township shall be entitled to modify, replace or amend this Agreement without the consent of any other person or entity, regardless of whether such person or entity now or hereafter has any interest in any part of the Property, including subsequent purchasers, or their tenants' mortgagees, or others.
- 9.2 Reference in this Agreement to activities by HPS in relation to development is intended to include HPS's transferees and assigns unless context dictates to the contrary.
- 9.3 In the event of any direct conflict between the specific terms and provisions of this Agreement (including the attached PUD Plan), the provisions of the Real Property Benefits Agreement between the parties dated April 10, 2012, the Agreement to Transfer Real Property between the parties, dated March 26, 2012, the provisions of the Zoning Ordinance, or other Township ordinances, rules or regulations, order of priority shall be: (1) the terms of the Real Property Benefits Agreement; (2) this Agreement; (3) the Agreement to Transfer Real Property; and (4) the Township's Zoning Ordinance or other Township ordinances, rules or regulations.
- 9.4 In the event a portion of the Property is submitted for site plan approval, and such approval is denied, the party submitting such site plan shall be entitled to appeal such decision to the Zoning Board of Appeals as provided by law, and all parties shall agree to proceed expeditiously to final resolution.
- 9.5 The undersigned parties acknowledge that the conditions imposed upon the development of the property are reasonable conditions necessary to ensure that public services and facilities affected by the proposed land use or activity will be capable of accommodating increased service and facility loads caused by the land use or activity, to protect the natural environment and conserve natural resources and energy, to ensure compatibility with adjacent uses of land, and to promote the use of land in a socially and economically

desirable manner. Further, it is acknowledged that the conditions meet all of the requirements of MSA 5.2963(16d)(2)(a)(b) and (c).

- 9.6 Until the Property is fully developed, each site plan applicant shall be responsible following Township approval of the respective site plan, plat and/or site condominium presented to the Township to superimpose the approved plan of development upon the overall PUD plan to clearly illustrate the final development plan for each portion of the Property.
- 9.7 Minimum dimensional standards shall be as described in Exhibit C.

**Exhibit List**

- Exhibit A: Cover/Existing Conditions Sheet
- Exhibit B: PUD Concept Plan
- Exhibit B-1: Concept Plan Option B
- Exhibit B-2: Concept Plan Option C
- Exhibit B-3: Concept Plans Programming Detail
- Exhibit C: Use Table
- Exhibit D: Real Property Agreement (dated 4-10-12)
- Exhibit E: Survey (dated 4-25-12)
- Exhibit F: Design Guidelines for Interchange Commercial from Master Plan

*[SIGNATURES APPEAR ON THE FOLLOWING PAGE]*



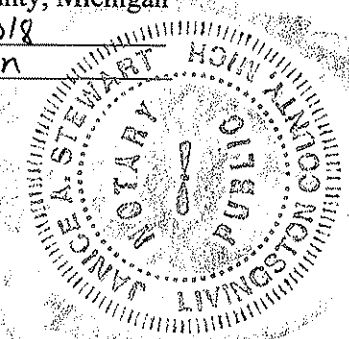
**HOWELL PUBLIC SCHOOLS,  
a Michigan general powers school district**

Dated: 7/7/14

By: Ronald C. Wilson  
Ronald Wilson  
Its: Superintendent of Schools

Acknowledged before me in Livingston County, Michigan, this 7<sup>th</sup> day of July, 2014, by Ronald Wilson, Superintendent of Schools, Howell Public Schools, a Michigan general powers school district.

Janice A. Stewart (signature)  
Janice A. Stewart (printed)  
Notary Public, Livingston County, Michigan  
My Commission Expires: 1/5/2018  
Acting in the County of Livingston



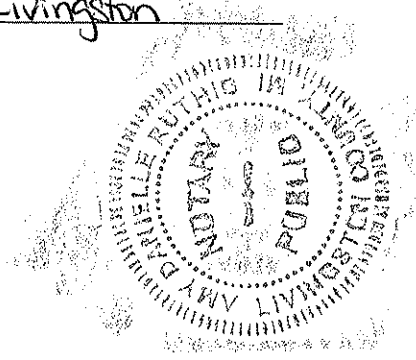
**GENOA CHARTER TOWNSHIP,  
a Michigan municipal corporation**

Dated: 6-24-14

By: [Signature]  
Gary McCririe  
Its: Supervisor

Acknowledged before me in Livingston County, Michigan, this 24<sup>th</sup> day of June, 2014, by Gary McCririe, Supervisor, Genoa Charter Township, a Michigan municipal corporation.

Amy Danielle Ruthig (signature)  
Amy Danielle Ruthig (printed)  
Notary Public, Livingston County, Michigan  
My Commission Expires: 3/29/2019  
Acting in the County of Livingston



Drafted by: (KDL)  
Mancuso + Cameron PC  
722 E. Grand River  
Brighton, MI 48116

SECTION 5 NW COR.



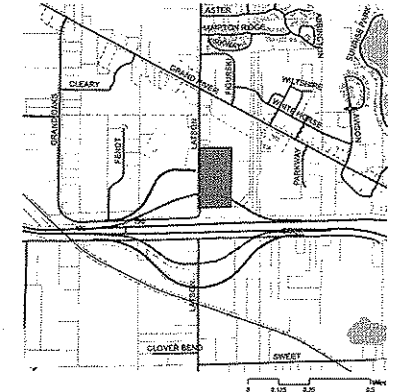
## Exhibit A: Sheet 1 of 2 Existing Site Conditions

Development:  
Former Latson Elementary School Site

Applicant:  
Howell School District and Charter Township of Genoa

Preparer:  
LSL Planning, a SAFEbuilt Company  
Rebekah Kik, BS Arch., M. Arch., M. Arch. Design & Urbanism  
Kathleen Duffy, AICP, BS Arch., M. Urban Planning  
Survey prepared by Boss Engineering

### Location Map



### Current Land Use

The property is currently a vacant school site. Existing structures, if it is directly abutting by multiple-family residential to the north and east, vacant lots are planned for commercial planned unit development in the near future on the west, and the new lotsoo flood interlunge to the south.

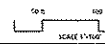


### Zoning

The property is currently zoned Rural Residential. The parcels to the north and east are zoned High-Density Residential. The parcels to the west are zoned Non-Residential PUD. The ROW to the south is zoned Public and Recreational Facilities.



2-13-14



1

**Exhibit A-2, Sheet 2 of 2:**

**Legal Description**

Part of the Northwest ¼ of Section 9, T2N-R5E, Genoa Township, Livingston County, Michigan, more particularly described as follows: Commencing at the Northwest Corner of Section 9; thence along the North line of Section 8, T2N-R5E, Genoa Township, Livingston County, Michigan, S 87°15'42" W, 3.27 feet; thence along the Proposed Latson Road construction centerline, the following three (3) courses: 1) southerly along an arc right, having a length of 159.72 feet, a radius of 10000.00 feet, a central angle of 00°54'55", and a long chord which bears S 00°40'20" W, 159.72 feet; 2) S 01°07'48" W, 913.15 feet; 3) southerly along an arc left, having a length of 273.34 feet, a radius of 10000.00 feet, a central angle of 01°33'58", and a long chord which bears S 00°20'49" W, 273.33 feet; thence N 89°34'04" E, 66.39 feet, to the POINT OF BEGINNING of the Parcel to be described; thence along the existing centerline of Latson Road & the West line of Section 9, N 01°46'12" W (recorded as N 02°33'37" W), 627.95 feet, said point being the following course from the Northwest Corner of Section 9; along the existing centerline of Latson Road and West line of Section 9, S 01°46'12" E (recorded as S 02°33'37" E), 718.36 feet; thence N 88°08'18" E (recorded as N 87°20'53" E), 700.00 feet; thence S 01°46'12" E (recorded as S 02°33'37" E), 995.34 feet; thence along the Proposed Limited Access Right of Way line, the following five (5) courses: 1) N 74°17'55" W, 134.50 feet (recorded as 134.45 feet); 2) N 80°34'02" W, 243.16 feet; 3) N 88°29'51" W, 222.00 feet; 4) N 45°07'09" W, 114.42 feet; 5) N 01°46'12" W, 182.00 feet; thence S 89°34'04" W, 33.00 feet, to the POINT OF BEGINNING, containing 14.57 acres, more or less, and including the use of Latson Road. Also subject to any other easements or restrictions of record.

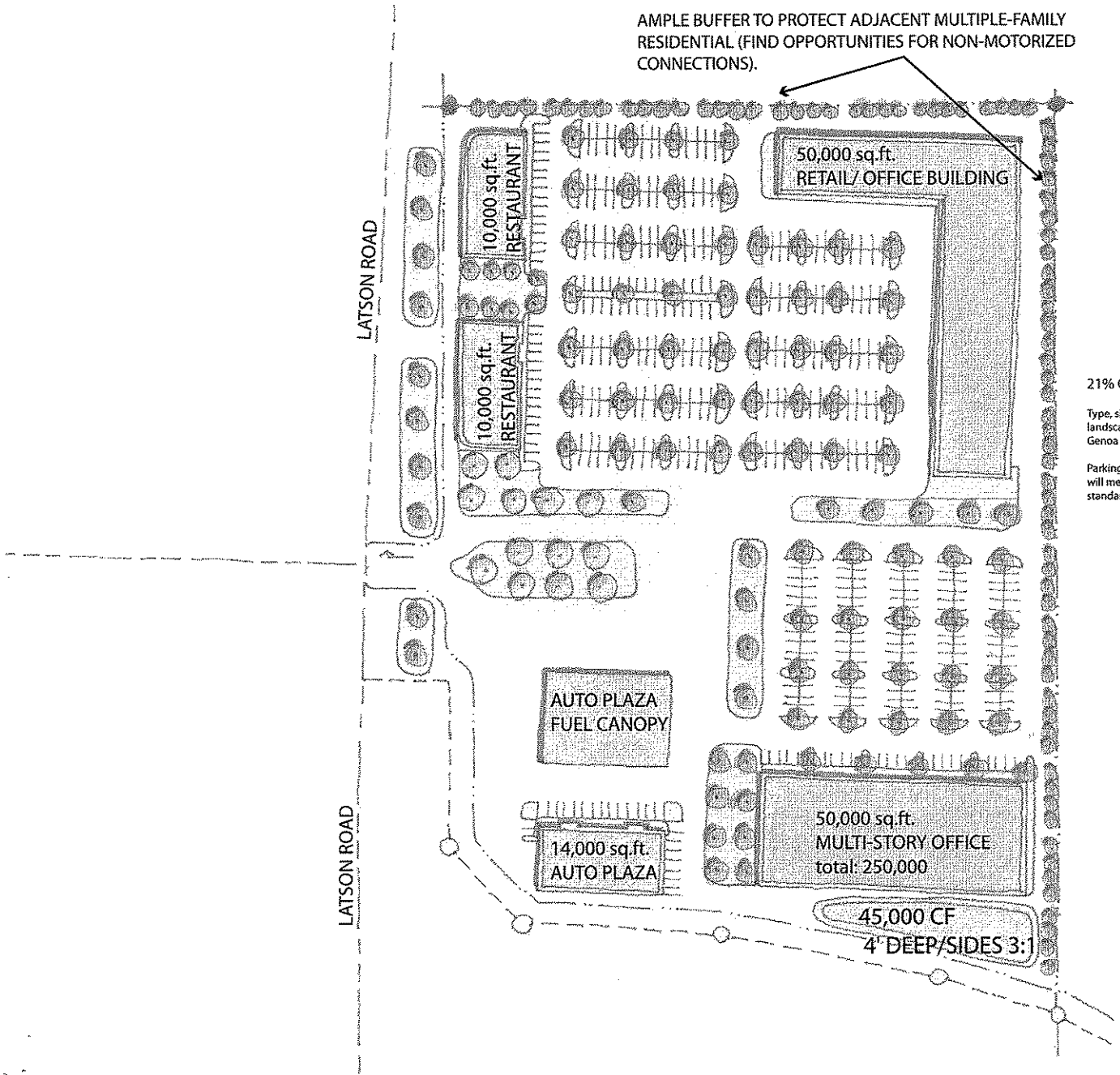


**Exhibit B: Concept Plan**

Development:  
Former Latson Elementary School Site

Applicant:  
Howell School District and Charter Township of Genoa

Preparer:  
LSL Planning, a SAFEbuilt Company  
Rebekah Kik, BS Arch., M. Arch., M. Arch. Design & Urbanism  
Kathleen Duffy, AICP, BS Arch., M. Urban Planning  
Survey prepared by Boss Engineering



21% OPEN SPACE

Type, size, and quantity of landscaping will comply with Genoa Township standards.

Parking and drive aisle dimensions will meet Genoa Township standards.

2-13-14

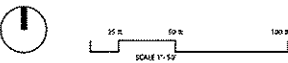


Exhibit B-1: Concept Plan Option B

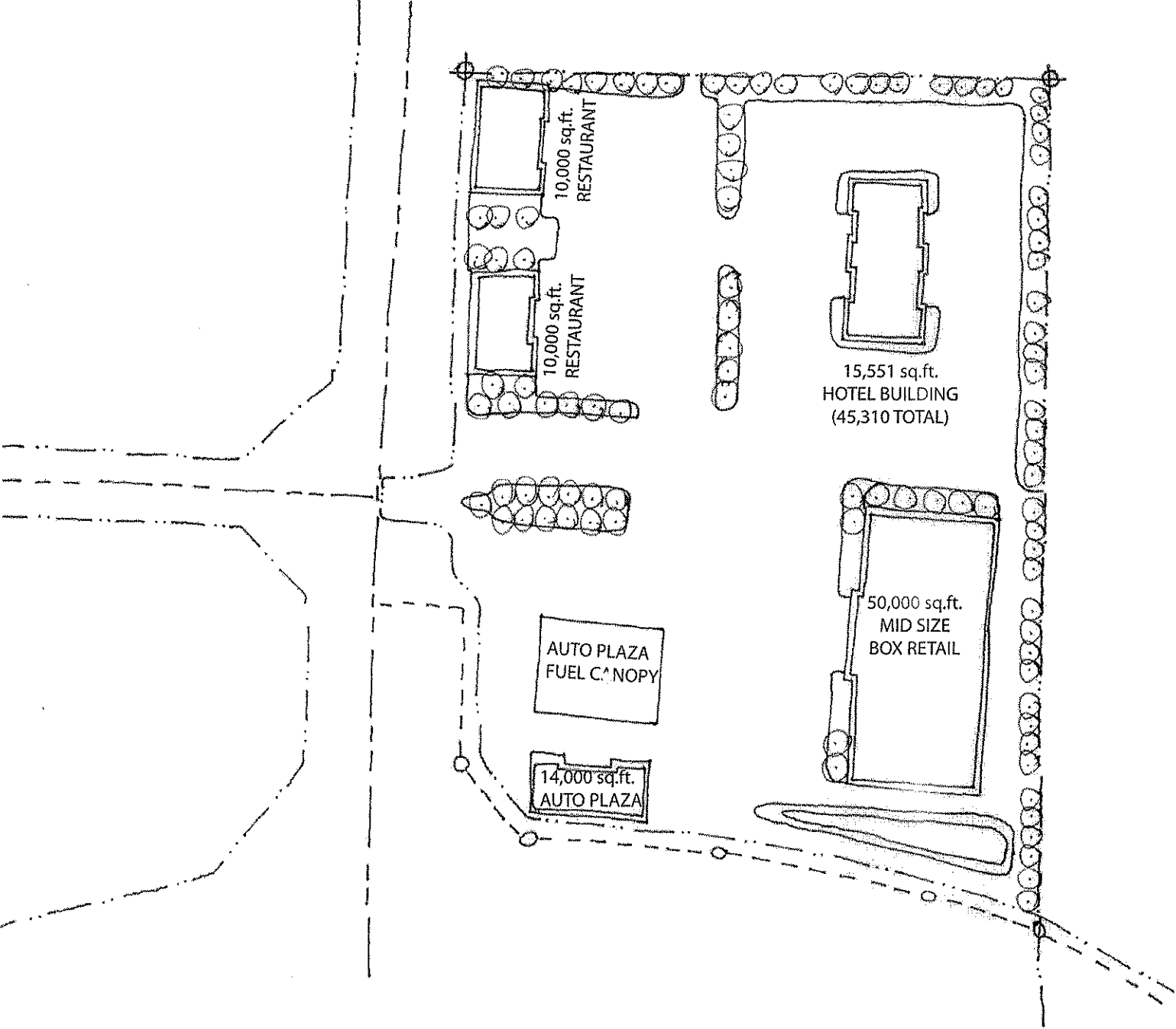
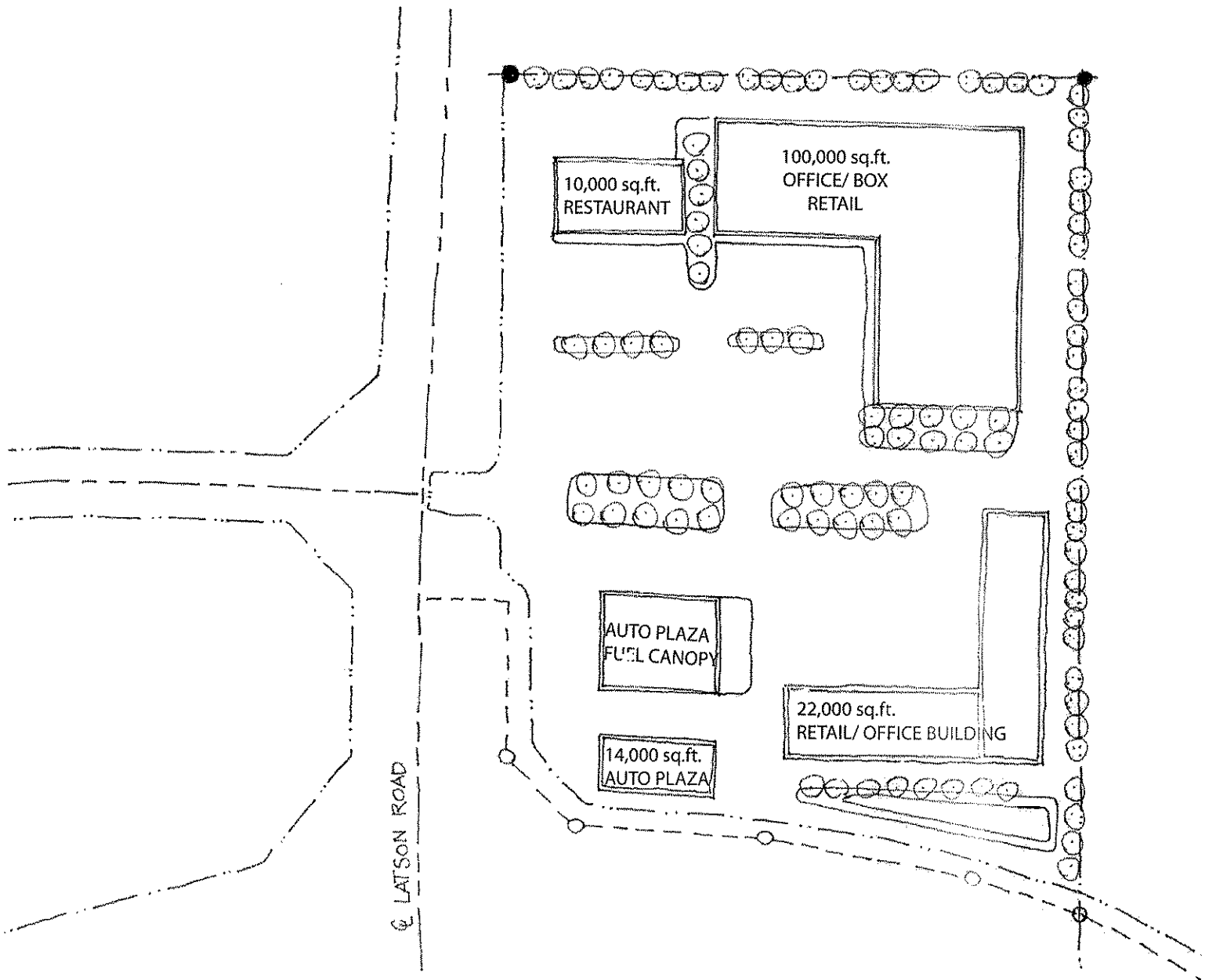


Exhibit B-2: Concept Plan Option C



### **Exhibit B-3: Concept Plan Programming Detail**

#### **Option A**

##### **4 Parcel Divisions**

**Total Buildout - 330,000 square feet**

**Parking Required - 1,126 spaces**

**Water - 164.5**

Office Complex 50,000 sqft building footprint

250,000 total with 5 floors

600 Max Parking\* (this is a low estimated figure. Developer will probably need to incorporate a parking deck to meet 300 foot rule as well)

Water – 100

Retail/ Office Building

50,000 sqft

200 Max Parking

Water - 7.5

Sit Down Restaurant Model (i.e. Olive Garden)

(2)10,000 sqft

142 Max Parking Each

284 Total Parking

Water – 50

Fuel Plaza\* (includes some kind of fast food service)

10,000 sqft

42 Max Parking

14,000 sqft estimated canopy for fuel pumps

\* automobile oriented - not semi-truck

Water - 7 (high estimate)

#### **Option B**

**4 Parcel Divisions at approx. 3.625 acres each**

**Total Buildout - 125,310 square feet**

**Parking Required - 617 spaces**

**Water - 89.5**

Typical Hotel Model (found on Best Western website)

Parking Req'd - 91 (80 ROOMS/ 5 EMPLOYEES/ 6 MEETING SPACE)

Building Footprint- 16,861 (TOTAL 45,310) - 80 ROOMS

Hardscape - 49,262

Softscape - 18,093

TOTAL 84,216

Water - 25 (high estimate - 80 Rooms+)

Mid Size Box Retail (i.e. Bed Bath & Beyond)

50,000 sqft

200 Max Parking

Water - 7.5



Sit Down Restaurant Models (i.e. Olive Garden)  
10,000 sqft  
142 Max Parking Each  
284 Max Parking  
Water - 50 Total

Fuel Plaza\* (includes some kind of fast food service)  
10,000 sqft  
42 Max Parking  
14,000 sqft estimated canopy for fuel pumps  
\* automobile oriented - not semi-truck  
Water - 7 (high estimate)

**Option C**  
**3 Parcel Divisions (1 at 7.25 acres; 2 at 3.625 acres)**  
**Total Buildout - 141,600 square feet**  
**Parking Required - 692 spaces**  
**Water - 55.64**

Large Box Retail (i.e. Target)  
100,000 sqft  
400 Max Parking  
Water - 15

Sit Down Restaurant Model (i.e. Olive Garden)  
10,000 sqft  
142 Max Parking  
Water - 25

Fuel Plaza\* (includes some kind of fast food service)  
10,000 sqft  
42 Max Parking  
14,000 sqft estimated canopy for fuel pumps  
\* automobile oriented - not semi-truck  
Water - 7 (high estimate)

Office/ Retail Strips (i.e. salons, insurance agency, sm. food establishment)  
(2) 10,800 sqft. (Each division 30 feet wide x 60 feet deep -1,800 sqft each space)  
Total 108 Max Parking  
Water - 8.64 (Total for both - estimated for the higher .40 water in Office use)

**Exhibit C: Zoning Concessions**  
*(from Real Property Agreement dated 4-10-12)*

		Howell Schools Latson Elementary Property Remainder
Minimum Lot Area		1 acre
Minimum Lot Width		120 feet
Front Yard Setback		20 feet
Side Yard Setback		10 feet
Rear Yard Setback		20 feet
Parking Lot Setback - front		10 feet
Parking Lot Setback - side/rear		5 feet
Maximum Lot Coverage		50% building / 85% impervious
Maximum Building Height		75 feet & 5 stories
Open Space		15%
Traffic Study		Limited Traffic Study
Signage		2 Highway Signs –200 sq. ft. & 30' tall
<b>Land Uses:</b>		
<i>("P" is permitted, "S" is Special Land Use. Unlisted uses are not permitted)</i>		<b>Howell Public Schools Remainder Parcel</b>
<b>Retail Uses</b>		
Retail establishments and shopping centers which provide goods such as bakery goods, including bakery items produced on the premises, groceries, produce, meats, provided no slaughtering shall take place on the premises, seafood; dairy products, beverages appliances, electronics, furniture, and home furnishings, apparel, jewelry, art, pharmaceuticals, home improvement supplies, hardware, and garden supplies, sporting goods, bicycles, toys, hobby crafts, videos (rental, and sales), music, musical instruments, books, computer hardware and software, antiques, flower shops, greeting card shops, auto parts and similar establishments not specifically addressed elsewhere	Uses up to 20,000 square feet gross floor area	P
	Uses 15,001 - 30,000 square feet of gross floor area	P 2 uses up to 40,000 sq. ft.
	Uses 30,000 - 60,000 square feet of gross floor area	P 2 uses up to 40,000 sq. ft.
	Uses over 60,000 square feet of gross floor area	S* *Except 1 retail use up to 300,000 sq. ft.. shall be permitted by right.
	Pharmacies with drive-up window	P, one only. Additional if Special Use Conditions are met.
Automobile, motorcycle, boat and recreational vehicle sales, new and used		S
Outdoor commercial display, sales or storage		S
<b>Service Uses</b>		
Banquet halls, assembly halls, dance halls, private clubs, fraternal order halls, lodge halls or other similar places of assembly		P
Business services such as mailing, copying, data processing and retail office supplies		P
Child care centers, preschool and commercial day care		P
Conference Centers		P

Bed and breakfast inns, hotels and motels with no more than 25 rooms not including accessory convention/meeting facilities or restaurants These uses may include the residence for the owner/manger's family		P
Hotels and motels with more than 25 rooms including accessory convention/meeting facilities and restaurants		P
Personal and business service establishments, performing services on the premises, including: dry cleaning drop-off stations (without on site processing), photographic studios, copy centers, mailing centers, data processing centers, dressmakers and tailors, shoe repair shops, tanning salons, beauty parlors, barber shops, and similar establishments		P
Dry cleaning drop-off stations with drive-through service		P, one only. Additional if Special Use Conditions are met.
Restaurants, taverns, bars, delicatessen, food carryout, and similar establishments serving food or beverages	Standard restaurants, except as provided below	P
	Restaurants and bars serving alcoholic beverages	P
	Bars providing dancing and live music	P
	Restaurants with open front windows	P, one only. Additional if Special Use Conditions are met.
	Restaurants with outdoor seating	P
	Drive-through restaurants	P, up to two. Additional if Special Use Conditions are met. 500' separation not required.
	Drive- in restaurants	S
	Carry-out restaurants	P
Studios of photographers and artists		P
Tattoo parlors		P
Tool and equipment rental, excluding vehicles		S
<b>Auto Service Uses</b>		
Minor auto repair establishment		P
Auto/gasoline service station		P, up to two. Additional if Special Use Conditions are met. 500' separation not required.
Automobile wash, automatic or self serve		P – w/conditions in PUD
<b>Office Service and Medical Uses</b>		
Banks, credit unions, savings and loan establishments and similar financial institutions	With up to 3 drive-through teller windows	P
	With more than 3 drive-through teller windows	P, one only with up to 5 drive-through. Additional if Special Use Conditions are met.
	Stand alone automatic drive-up teller machines	P, one only if a principle use. Additional if Special Use Conditions are met.
Hospitals		P

Offices of non-profit professional, civic, social, political and religious organizations		P
Medical urgent care facilities, medical centers and clinics		P
Medical offices of doctors, dentists, optometrists, chiropractors, psychiatrists, psychologists and similar or allied professions, excluding clinics, and urgent care centers	Buildings up to 15,000 square feet of gross floor area	P
	Buildings over 15,000 square feet of gross floor area	P
Offices of lawyers, engineers, architects, insurance, and real estate agents, financial consultants, and brokers, advertising offices, accounting, and bookkeeping services, clerical, and stenographic services, sales offices, other types of executive, or administrative offices and similar or allied professions	Buildings up to 15,000 square feet of gross floor area	P
	Buildings between 15,000 and 55,000 square feet of gross floor area	P
	Buildings over 55,000 square feet of gross floor area	P
<b>Recreation</b>		
Motion picture theaters		P
Public parks and open space		P
Miniature golf courses and driving ranges		S
Recreation (indoor) such as bowling alleys, skating rinks, arcades, archery indoor golf or softball		S
Health clubs, fitness centers, gyms and aerobic clubs		P
<b>Education</b>		
Commercial schools and studios for teaching photography, art, music, theater, dance, martial arts, ballet, etc		P
Vocational and technical training facilities		P
<b>Public/Institutional</b>		
Bus passenger stations		S
Churches, temples and similar places of worship and related facilities		S, no facility shall occupy more than 4 acres of land.
Essential public services and structures, not including buildings and storage yards		S
Public/government buildings such as; township/state/county offices, public museums, libraries and community centers		S
<b>Accessory Uses</b>		
Accessory temporary outdoor sales and events		P
Accessory drive-through service not listed above		P, one only. Additional if Special Use Conditions are met.
Accessory uses, buildings and structures customarily incidental to any of the above		P
Accessory fuel storage and use or storage of hazardous materials		S

Exhibit D



2012R-020056  
RECORDED ON  
06/11/2012 08:17:56 AM  
SALLY REYNOLDS  
REGISTER OF DEEDS  
LIVINGSTON COUNTY, MI 48843  
RECORDING: 40.00  
REMON: 4.00  
PAGES: 11

**REAL PROPERTY BENEFITS AGREEMENT**

This Real Property Benefits Agreement is entered into on this 10<sup>th</sup> day of April, 2012, by and between Howell Public Schools, a Michigan general powers school district, whose address is 411 N. Highlander Way, Suite C, Howell, Michigan 48843 ("HPS" or the "District") and Genoa Charter Township, a Michigan municipal corporation organized under the laws and statutes of the State of Michigan, whose address is 2911 Dorr Road, Brighton, Michigan (the "Township") (individually a "Party" and collectively, the "Parties") upon the terms and conditions set forth below:

**WHEREAS**, HPS is the owner of a parcel of real property located in the Charter Township of Genoa, Livingston County, Michigan, as described and shown on **Exhibit A** (the "Property"), which is presently the location of the Latson Road Elementary School consisting of 20.52 acres of land, more or less commonly known 1201 S. Latson Road, Charter Township of Genoa, Michigan.

**WHEREAS**, the Michigan Department of Transportation ("MDOT") has proposed to construct a new interchange at Latson Road providing ingress and egress to eastbound and westbound Interstate 96 (the "Interchange").

**WHEREAS**, the Township has assisted MDOT and the Livingston County Road Commission in acquiring parcels of land necessary for the construction of the Interchange and related improvements.

**WHEREAS**, a portion of the Property consisting of 5.95 acres, more or less (including 5.45+/- acres net of existing MDOT right-of-way) (the "Acquired Parcel") as described in **Exhibit B** is necessary for the construction of the Interchange.

**WHEREAS**, on the date stated above, HPS is selling to, via Warranty Deed of even date herewith, and the Township is acquiring the Acquired Parcel.

**WHEREAS**, as consideration for the transfer of the Acquired Parcel, the Township has paid a monetary sum of Three Hundred Fifteen Thousand and 00/100 Dollars (\$315,000.00) and has agreed to provide certain benefits to the Property that will remain in effect after the transfer of the Acquired Parcel, which remaining property will consist of approximately 14.5 acres (the "Remaining Parcel"), which Remaining Parcel is described in **Exhibit C**.

**WHEREAS**, in the event that the construction of the Interchange has not commenced within three (3) years of the date of the Warranty Deed, then the Acquired Parcel will revert to HPS pursuant to the terms and conditions set forth in below.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises the Parties acknowledge and agree that a substantial portion of the consideration for the transfer of the Acquired Parcel are the following benefits to be provided by the Township to the Remaining Parcel and the Parties wish to memorialize the following benefits:

a. Traffic Light and Latson Road Intersection.

(1) Traffic Signal. The Township acknowledges that the Livingston County Road Commission ("LCRC") will provide, at its cost, a traffic signal which will permit the efficient flow of vehicular traffic to and from the Remaining Parcel and Latson Road. The traffic signal will be required only if the Interchange is constructed. The Township will cooperate with the LCRC and HPS for the installation of said traffic signal. In the event that the Interchange is constructed, LCRC shall install the traffic signal at such time as set forth in the Livingston County Road Commission - RGL Howell, LLC and GCG Howell, LLC Agreement to Transfer Property dated August 30, 2011 (the "Agreement to Transfer"), or at such time a site plan is approved for any portion of the Remaining Parcel provided that HPS, or its successors, reach an agreement with the LCRC.

(2) Improvement of Intersection. The Parties agree that the costs of the acceleration and deceleration lanes be the obligation of MDOT up to the "spring lines" on the North side of the Interchange. The costs of the "extension" of these lanes will be subject to further negotiation between MDOT and LCRC. The LCRC agrees to provide advance written notice to HPS, its successors and assigns, of any and all planned and preconstruction meetings and to invite HPS, its successors and assigns, to participate and influence decisions with regards to the Interchange. However, it is understood that although HPS and its successors and assigns will be permitted to have a voice at these meetings, they will not be empowered to vote on any final decisions. It is further understood by the Parties that HPS, its successors and assigns and/or other occupants of the Remaining Parcel will be required, at their expense, to perform a limited traffic study to determine the length of the acceleration/deceleration lanes.

(3) Entryway to Remaining Parcel. The Township represents and warrants that it will obtain LCRC's consent that the width of the entryway to the Remaining Parcel at the Latson Road intersection where the traffic signal is located not be less than the width of Grand Oaks Drive and the density of the Remaining Parcel will not be reduced by the width of the entryway drive.

b. Water and Sanitary Sewer for Remaining Parcel.

(1) Capacity. The Township represents and warrants that the capacity is available for water and sanitary sewer for any future development of the Remaining Parcel at no cost to HPS its successors and assigns.

(2) Residential Equivalent Units ("REUs") for Sanitary Sewer and Water. The Township acknowledges that the Remaining Parcel currently has 22 residential equivalent units (REUs) for sanitary sewer and 20 REUs for water and may be utilized by the District, its successors and assigns, for the future development of the Remaining Parcel. In addition, the Township agrees to provide an additional five (5) REUs for sanitary sewer and seven (7) REU's for water, at no cost, which additional REUs can be utilized by HPS, its successors and assigns, for the future development of the Property. The Township represents and warrants that any additional REUs needed by HPS, its successors and assigns, for the future development of the Property shall be priced at the current 2012 pricing of \$5,000 per REU for water and \$5,500 per REU for sanitary sewer. HPS agrees that all REUs described in this paragraph are only assignable to a successor in title or interest of the Remaining Parcel.

(3) No Other Fees. Other than the REU fees stated above, there are currently no additional connection or capital fees charged by the Township. Other than the fees set forth in subparagraph (2) above, no other connection fees shall be imposed upon HPS, its successor and assigns with regard to the Remaining Parcel. In addition, the Township represents and agrees that the existing 15" gravity sewer on Grand River is at capacity and the Township shall not impose any additional costs on HPS related to increasing the capacity of the Grand River sewer to serve the Remaining Parcel and that the Grand River sewer is the only present sewer capacity constraint for the Remaining Parcel. Notwithstanding the above and except as provided in subparagraph (1) above, the Remaining Parcel shall not be exempted from charges for any sewer system upgrades that benefit the system and are borne on a pro-rata basis by the users of the system. Notwithstanding the foregoing, HPS, its successors and assigns will be subject to fees required for engineering, inspection and fees imposed by other local units of government for the Remaining Parcel.

c. Zoning Concessions. The Township and HPS agree to the following land use concessions for the Remaining Parcel:

	<u>Minimum Allowed Lot Dimensions, Property Dimensions</u>
<u>Minimum Lot Area</u>	1 acre
<u>Minimum Lot Width</u>	120 feet
<u>Front Yard Setback</u>	20 feet
<u>Side Yard Setback</u>	10 feet
<u>Rear Yard Setback</u>	20 feet

		10 feet
		5 feet
		50% building / 85% impervious
		75 feet & 5 stories
		15%
		Limited Traffic Study (see paragraph a(2) above)
		2 Highway Signs -200 sq. ft. & 30' tall
<i>("P" is permitted, "S" is Special Land Use. Unlisted uses are not permitted)</i>		<b>Howell Public Schools Remainder Parcel</b>
<b>Retail Uses</b>		
Retail establishments and shopping centers which provide goods such as bakery goods, including bakery items produced on the premises, groceries, produce, meats, provided no slaughtering shall take place on the premises, seafood; dairy products, beverages appliances, electronics, furniture, and home furnishings, apparel, jewelry, art, pharmaceuticals, home improvement supplies, hardware, and garden supplies, sporting goods, bicycles, toys, hobby crafts, videos (rental, and sales), music, musical instruments, books, computer hardware and software, antiques, flower shops, greeting card shops, auto parts and similar establishments not specifically addressed elsewhere	Uses up to 20,000 square feet gross floor area	P
	Uses 15,001 - 30,000 square feet of gross floor area	P 2 uses up to 40,000 sq. ft.
	Uses 30,000 - 60,000 square feet of gross floor area	P 2 uses up to 40,000 sq. ft.
	Uses over 60,000 square feet of gross floor area	S* *Except 1 retail use up to 300,000 sq. ft. shall be permitted by right.
	Pharmacies with drive-up window	P, one only. Additional if Special Use Conditions are met.
Automobile, motorcycle, boat and recreational vehicle sales, new and used		S
Outdoor commercial display, sales or storage		S
<b>Service Uses</b>		
Banquet halls, assembly halls, dance halls, private clubs, fraternal order halls, lodge halls or other similar places of assembly		P
Business services such as mailing, copying, data processing and retail office supplies		P
Child care centers, preschool and commercial day care		P
Conference Centers		P
Bed and breakfast inns, hotels and motels with no more than 25 rooms not including accessory convention/meeting facilities or restaurants These uses may include the residence for the owner/manger's family		P
Hotels and motels with more than 25 rooms including accessory convention/meeting facilities and restaurants		P
Personal and business service establishments, performing services on the premises, including: dry cleaning drop-off stations (without on site processing), photographic studios, copy centers, mailing centers, data processing centers, dressmakers and tailors, shoe repair shops, tanning salons, beauty parlors, barber shops, and similar establishments		P
Dry cleaning drop-off stations with drive-through service		P, one only. Additional if Special Use Conditions are met.
Restaurants, taverns, bars, delicatessen, food	Standard restaurants, except as provided below	P



carryout, and similar establishments serving food or beverages	Restaurants and bars serving alcoholic beverages	P
	Bars providing dancing and live music	P
	Restaurants with open front windows	P, one only. Additional if Special Use Conditions are met.
	Restaurants with outdoor seating	P
	Drive-through restaurants	P, up to two. Additional if Special Use Conditions are met. 500' separation not required.
	Drive- in restaurants	S
	Carry-out restaurants	P
Studios of photographers and artists		P
Tattoo parlors		P
Tool and equipment rental, excluding vehicles		S
<b>Auto Service Uses</b>		
Minor auto repair establishment		P
Auto/gasoline service station		P, up to two. Additional if Special Use Conditions are met. 500' separation not required.
Automobile wash, automatic or self serve		P – w/conditions in PUD
<b>Office Service and Medical Uses</b>		
Banks, credit unions, savings and loan establishments and similar financial institutions	With up to 3 drive-through teller windows	P
	With more than 3 drive-through teller windows	P, one only with up to 5 drive-through. Additional if Special Use Conditions are met.
	Stand alone automatic drive-up teller machines	P, one only if a principle use. Additional if Special Use Conditions are met.
Hospitals		P
Offices of non-profit professional, civic, social, political and religious organizations		P
Medical urgent care facilities, medical centers and clinics		P
Medical offices of doctors, dentists, optometrists, chiropractors, psychiatrists, psychologists and similar or allied professions, excluding clinics, and urgent care centers	Buildings up to 15,000 square feet of gross floor area	P
	Buildings over 15,000 square feet of gross floor area	P
Offices of lawyers, engineers, architects, insurance, and real estate agents, financial consultants, and brokers, advertising offices, accounting, and bookkeeping services, clerical, and stenographic services, sales offices, other types of executive, or administrative offices and similar or allied professions	Buildings up to 15,000 square feet of gross floor area	P
	Buildings between 15,000 and 55,000 square feet of gross floor area	P
	Buildings over 55,000 square feet of gross floor area	P
<b>Recreation</b>		
Motion picture theaters		P

Public parks and open space	P
Miniature golf courses and driving ranges	S
Recreation (indoor) such as bowling alleys, skating rinks, arcades, archery indoor golf or softball	S
Health clubs, fitness centers, gyms and aerobic clubs	P
<b>Education</b>	
Commercial schools and studios for teaching photography, art, music, theater, dance, martial arts, ballet, etc	P
Vocational and technical training facilities	P
<b>Public/Institutional</b>	
Bus passenger stations	S
Churches, temples and similar places of worship and related facilities	S, no facility shall occupy more than 4 acres of land.
Essential public services and structures, not including buildings and storage yards	S
Public/government buildings such as; township/state/county offices, public museums, libraries and community centers	S
<b>Accessory Uses</b>	
Accessory temporary outdoor sales and events	P
Accessory drive-through service not listed above	P, one only. Additional if Special Use Conditions are met.
Accessory uses, buildings and structures customarily incidental to any of the above	P
Accessory fuel storage and use or storage of hazardous materials	S

The Township shall amend its Master Plan and to take any other action necessary to comply with the land use concession described in this Paragraph 8.

d. Conceptual Planned Unit Development Plan.

(1) Preparation of Conceptual Planned Unit Development Plan. The Parties agree to work cooperatively to prepare a Conceptual Planned Unit Development Plan (the "Conceptual PUD Plan") for the Remaining Parcel. The Township agrees to waive its administration fees, including without limitation any planning commission fees. However, the Parties acknowledge any third party engineering and planning and consulting fees will be charged for the development and preparation of the Conceptual PUD Plan, which amounts will be shared equally by the Parties.

(2) Submission of Conceptual PUD Plan. The Parties agree to work cooperatively to submit a joint petition for the Conceptual PUD Plan. The Parties shall equally share the costs of any third party consulting fees. The Township will amend its Master Plan to accommodate the expected future use of the Remaining Parcel with a designation for the Remaining Parcel of NR/PUD. Any requested "adjustment(s)" for the Remaining Parcel must be reviewed and approved by the Township prior to any such adjustment(s) being made. All such adjustment(s) shall be approved provided that the adjustment(s) will not alter the land use designation or increase the intensity and/or

density of use. All development of the Remaining Parcel shall be subject to final PUD site plan and land division approval. After the Conceptual PUD Plan is developed, no modifications of the Conceptual PUD Plan will be permitted which will substantially increase the impact upon adjoining properties or facilities without Township approval, which approval shall not be unreasonably withheld.

(3) Livingston County Planning Commission Approval. The Parties agree to work cooperatively to jointly submit and obtain a recommendation for the Conceptual PUD Plan for the Remaining Parcel from the Livingston County Planning Commission.

e. Communications Tower.

The Township acknowledges that there is a communications tower currently located on the Remaining Parcel. The Township agrees that the use of the communications tower can continue and the District, its successors and assigns may locate the communications tower with the Remaining Parcel. However, in no event shall the height of the communications tower be increased above its current height of one hundred (100) feet.

f. Demolition of School Building and Related Structures.

The Township acknowledges that there is a school building and related structures currently located on the Remaining Parcel. The Township agrees that the demolition of the school building, in whole or in part, and the demolition of related structures on the Remaining Parcel may proceed by HPS, its successors and assigns without the consent or approval of the Township.

g. Termination. in the event that the construction of the Interchange has not commenced within three (3) years of the date of the Warranty Deed, then the Acquired Parcel will revert to HPS pursuant to the terms and conditions set forth in the Warranty Deed and this Agreement shall terminate.

*[SIGNATURES APPEAR ON THE FOLLOWING PAGE]*

**HOWELL PUBLIC SCHOOLS,  
a Michigan general powers school district**

Dated: 5/10/12

By: Ronald C. Wilson  
Ronald Wilson  
Its: Superintendent of Schools

Acknowledged before me in LIVINGSTONE County, Michigan, this 10<sup>th</sup> day of May, 2012, by Ronald Wilson, Superintendent of Schools, Howell Public Schools, a Michigan general powers school district.

Carole A. Bullion (signature)  
\_\_\_\_\_  
(printed)  
Notary Public, \_\_\_\_\_ County, Michigan  
My Commission Expires: \_\_\_\_\_  
Acting in the County of \_\_\_\_\_

**CAROLE A. BULLION  
NOTARY PUBLIC, LIVINGSTON CO.  
My commission expires 03-08-2013  
Acting in LIVINGSTONE**

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

Dated: 5/10/12

By: Gary McCrie  
Gary McCrie  
Its: Supervisor

Acknowledged before me in LIVINGSTONE County, Michigan, this 10<sup>th</sup> day of May, 2012, by Gary McCrie, Supervisor, Genoa Charter Township, a Michigan municipal corporation.

Carole A. Bullion (signature)  
\_\_\_\_\_  
(printed)  
Notary Public, \_\_\_\_\_ County, Michigan  
My Commission Expires: \_\_\_\_\_  
Acting in the County of \_\_\_\_\_

**CAROLE A. BULLION  
NOTARY PUBLIC, LIVINGSTON CO.  
My commission expires 03-08-2013  
Acting in LIVINGSTONE**

***Prepared By and After  
Recording Return To:***

Gordon W. VanWieren, Jr., Esq.  
Thrun Law Firm, P.C.  
P.O. Box 2575  
East Lansing, Michigan 48826-2575

w:\wdsystem\wddocs\cliedoc\73\189\00755199.docx

**Exhibit A**

**Legal Description for Entire Parcel of Property**

Part of the Northwest 1/4 of Section 9, Town 2 North, Range 5 East, Genoa Township, Livingston County, Michigan, described as follows: Commencing at the Northwest corner of Section 9; thence South 02 degrees 33'37" East, along the West line of said Section and the centerline of Latson Road, 718.36 feet; to the point of beginning of the parcel to be described; thence North 87 degrees 20'53" East, 700.00 feet; thence South 02 degrees 33'37" East, 1260.92 feet; thence South 84 degrees 45'08" West, along the Northerly line of Detroit Edison Right of Way, 700.77 feet, to the West line of said Section and the centerline of Latson Road; thence North 02 degrees 33'37" West, along said line 1292.66 feet, to the point of beginning.

**Exhibit B**

**Legal Description for the Acquired Parcel**

Part of the Northwest 1/4 of Section 9, T2N-R5E, Genoa Township, Livingston County, Michigan, more particularly described as follows: Commencing at the Northwest Corner of Section 9; thence along the North line of Section 8, T2N-R5E, Genoa Township, Livingston County, Michigan, S 87°15'42" W, 3.27 feet; thence along the Proposed Latson Road construction centerline, the following three (3) courses: 1) southerly along an arc right, having a length of 159.72 feet, a radius of 10000.00 feet, a central angle of 00°54'55", and a long chord which bears S 00°40'20" W, 159.72 feet; 2) S 01°07'48" W, 913.15 feet; 3) southerly along an arc left, having a length of 273.34 feet, a radius of 10000.00 feet, a central angle of 01°33'58", and a long chord which bears S 00°20'49" W, 273.33 feet; thence N 89°34'04" E, 66.39 feet, to the POINT OF BEGINNING of the Parcel to be described; thence continuing N 89°34'04" E, 33.00 feet, to the existing Easterly Right of Way line of Latson Road; thence along the Proposed Limited Access Right of Way line, the following five (5) courses: 1) S 01°46'12" E, 182.00 feet; 2) S 45°07'09" E, 114.42 feet; 3) S 88°29'51" E, 222.00 feet; 4) S 80°34'02" E, 243.16 feet; 5) S 74°17'55" E, 134.50 feet (recorded as 134.45 feet); thence S 01°46'12" E (recorded as S 02°33'37" E), 265.58 feet; thence along the North line of Detroit Edison Right of Way, S 85°32'33" W (recorded as S 84°45'08" W), 700.77 feet; thence along the existing centerline of Latson Road & the West line of Section 9, N 01°46'12" W (recorded as N 02°33'37" W), 664.71 feet, to the POINT OF BEGINNING, containing 5.95 acres, more or less, and including the use of Latson Road. Also subject to any other easements or restrictions of record.

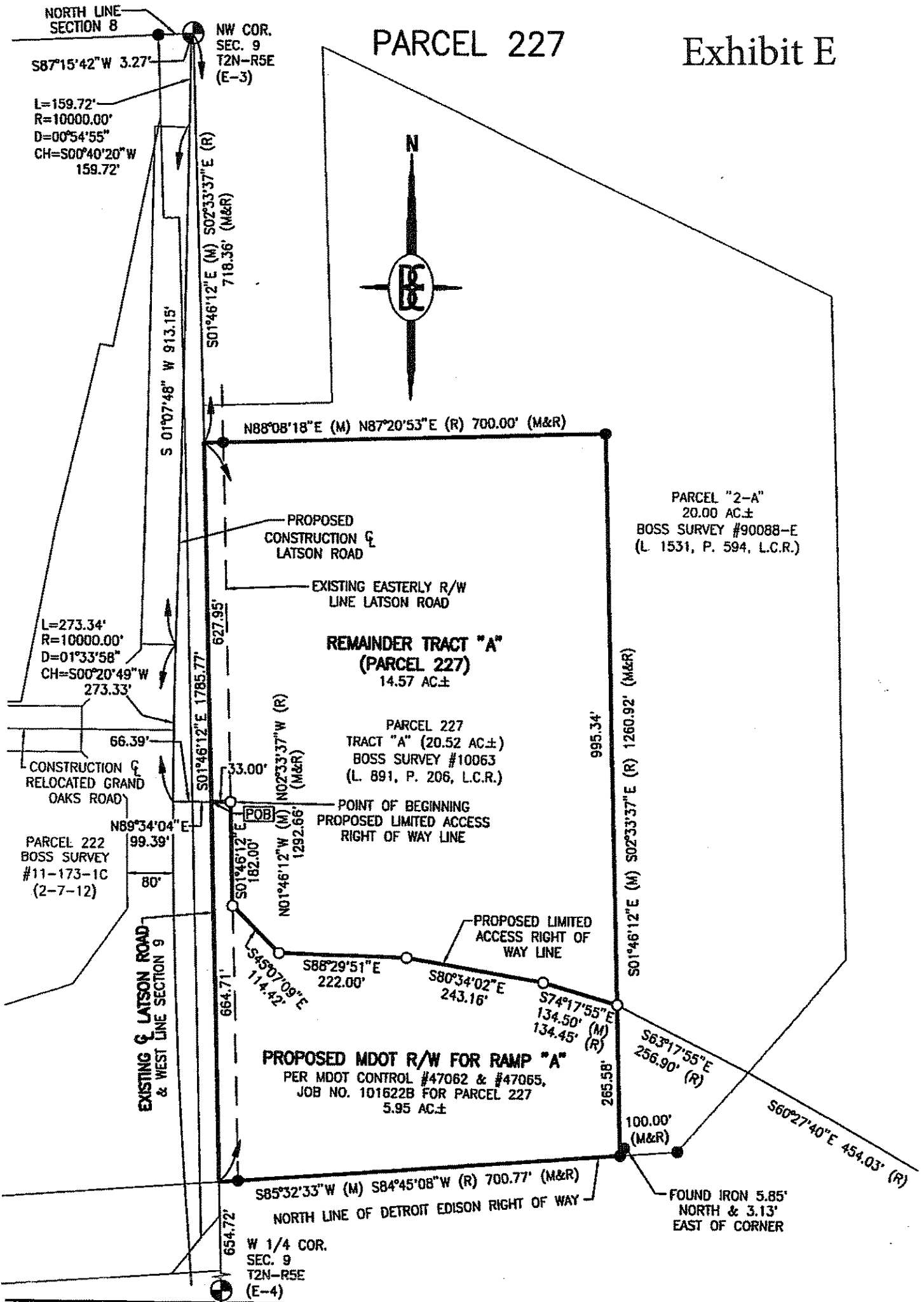
**Exhibit C**

**Legal Description of Remaining Parcel**

Part of the Northwest 1/4 of Section 9, T2N-R5E, Genoa Township, Livingston County, Michigan, more particularly described as follows: Commencing at the Northwest Corner of Section 9; thence along the North line of Section 8, T2N-R5E, Genoa Township, Livingston County, Michigan, S 87°15'42" W, 3.27 feet; thence along the Proposed Latson Road construction centerline, the following three (3) courses: 1) southerly along an arc right, having a length of 159.72 feet, a radius of 10000.00 feet, a central angle of 00°54'55", and a long chord which bears S 00°40'20" W, 159.72 feet; 2) S 01°07'48" W, 913.15 feet; 3) southerly along an arc left, having a length of 273.34 feet, a radius of 10000.00 feet, a central angle of 01°33'58", and a long chord which bears S 00°20'49" W, 273.33 feet; thence N 89°34'04" E, 66.39 feet, to the POINT OF BEGINNING of the Parcel to be described; thence along the existing centerline of Latson Road & the West line of Section 9, N 01°46'12" W (recorded as N 02°33'37" W), 627.95 feet, said point being the following course from the Northwest Corner of Section 9; along the existing centerline of Latson Road and West line of Section 9, S 01°46'12" E (recorded as S 02°33'37" E), 718.36 feet; thence N 88°08'18" E (recorded as N 87°20'53" E), 706.00 feet; thence S 01°46'12" E (recorded as S 02°33'37" E), 995.34 feet; thence along the Proposed Limited Access Right of Way line, the following five (5) courses: 1) N 74°17'55" W, 134.50 feet (recorded as 134.45 feet); 2) N 80°34'02" W, 243.16 feet; 3) N 88°29'51" W, 222.00 feet; 4) N 45°07'09" W, 114.42 feet; 5) N 01°46'12" W, 182.00 feet; thence S 89°34'04" W, 33.00 feet, to the POINT OF BEGINNING, containing 14.57 acres, more or less, and including the use of Latson Road. Also subject to any other easements or restrictions of record.

# Exhibit E

## PARCEL 227



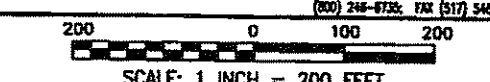
I HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THE RATIO OF CLOSURE ON THE UNADJUSTED FIELD OBSERVATIONS OF SUCH SURVEY WAS 1/10,000 AND THAT SAID SURVEY FULLY COMPLIES WITH THE REQUIREMENTS OF PUBLIC ACT NUMBER 132 OF 1970, AS AMENDED.

**DESCRIPTION:**  
PART OF THE NORTHWEST  
1/4, SEC. 9, T2N-R5E,  
GENOA TOWNSHIP,  
LIVINGSTON COUNTY,  
MICHIGAN

**BOSS ENGINEERING**  
ENGINEERS • SURVEYORS • PLANNERS  
LANDSCAPE ARCHITECTS  
[E-MAIL: info@bosseng.com]  
3121 E. GRAND RIVER AVE., HOWELL, MI 48843  
(800) 248-8733; FAX (517) 546-1670



**CLIENT:**  
GENOA CHARTER  
TOWNSHIP



**JOB NO.** 11-173-2  
**DATE** 4-25-12  
**SHEET** 1 OF 3

**FB 505 CREW BP/EB DR. AEB CK. CJP**

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TRACT "A" (PARCEL 227), AS PROVIDED, PER MDOT TECHNICIAN'S WORK SHEET, CONTROL NO. 47065, JOB NO. 101622B, DATED MAY 14, 2009 AND ALSO DESCRIBED IN SURVEY BY BOSS ENGINEERING, JOB NO. 10063, DATED 7-19-78, AS RECORDED IN LIBER 891, PAGE 206, LIVINGSTON COUNTY RECORDS:

Part of the Northwest 1/4 of Section 9, Town 2 North, Range 5 East, Genoa Township, Livingston County, Michigan, described as follows: Commencing at the Northwest corner of Section 9; thence South 02 degrees 33'37" East, along the West line of said Section and the centerline of Latson Road, 718.36 feet; to the point of beginning of the parcel to be described; thence North 87 degrees 20'53" East, 700.00 feet; thence South 02 degrees 33'37" East, 1260.92 feet; thence South 84 degrees 45'08" West, along the Northerly line of Detroit Edison Right of Way, 700.77 feet, to the West line of said Section and the centerline of Latson Road; thence North 02 degrees 33'37" West, along said line 1292.66 feet, to the point of beginning.

**PROPOSED MDOT RIGHT OF WAY FOR RAMP "A":**

Part of the Northwest 1/4 of Section 9, T2N-R5E, Genoa Township, Livingston County, Michigan, more particularly described as follows: Commencing at the Northwest Corner of Section 9; thence along the North line of Section 8, T2N-R5E, Genoa Township, Livingston County, Michigan, S 87°15'42" W, 3.27 feet; thence along the Proposed Latson Road construction centerline, the following three (3) courses: 1) southerly along an arc right, having a length of 159.72 feet, a radius of 10000.00 feet, a central angle of 00°54'55", and a long chord which bears S 00°40'20" W, 159.72 feet; 2) S 01°07'48" W, 913.15 feet; 3) southerly along an arc left, having a length of 273.34 feet, a radius of 10000.00 feet, a central angle of 01°33'58", and a long chord which bears S 00°20'49" W, 273.33 feet; thence N 89°34'04" E, 66.39 feet, to the POINT OF BEGINNING of the Parcel to be described; thence continuing N 89°34'04" E, 33.00 feet, to the existing Easterly Right of Way line of Latson Road; thence along the Proposed Limited Access Right of Way line, the following five (5) courses: 1) S 01°46'12" E, 182.00 feet; 2) S 45°07'09" E, 114.42 feet; 3) S 88°29'51" E, 222.00 feet; 4) S 80°34'02" E, 243.16 feet; 5) S 74°17'55" E, 134.50 feet (recorded as 134.45 feet); thence S 01°46'12" E (recorded as S 02°33'37" E), 265.58 feet; thence along the North line of Detroit Edison Right of Way, S 85°32'33" W (recorded as S 84°45'08" W), 700.77 feet; thence along the existing centerline of Latson Road & the West line of Section 9, N 01°46'12" W (recorded as N 02°33'37" W), 664.71 feet, to the POINT OF BEGINNING, containing 5.95 acres, more or less, and including the use of Latson Road. Also subject to any other easements or restrictions of record.

**REMAINDER TRACT "A" (PARCEL 227):**

Part of the Northwest 1/4 of Section 9, T2N-R5E, Genoa Township, Livingston County, Michigan, more particularly described as follows: Commencing at the Northwest Corner of Section 9; thence along the North line of Section 8, T2N-R5E, Genoa Township, Livingston County, Michigan, S 87°15'42" W, 3.27 feet; thence along the Proposed Latson Road construction centerline, the following three (3) courses: 1) southerly along an arc right, having a length of 159.72 feet, a radius of 10000.00 feet, a central angle of 00°54'55", and a long chord which bears S 00°40'20" W, 159.72 feet; 2) S 01°07'48" W, 913.15 feet; 3) southerly along an arc left, having a length of 273.34 feet, a radius of 10000.00 feet, a central angle of 01°33'58", and a long chord which bears S 00°20'49" W, 273.33 feet; thence N 89°34'04" E, 66.39 feet, to the POINT OF BEGINNING of the Parcel to be described; thence along the existing centerline of Latson Road & the West line of Section 9, N 01°46'12" W (recorded as N 02°33'37" W), 627.95 feet, said point being the following course from the Northwest Corner of Section 9; along the existing centerline of Latson Road and West line of Section 9, S 01°46'12" E (recorded as S 02°33'37" E), 718.36 feet; thence N 88°08'18" E (recorded as N 87°20'53" E), 700.00 feet; thence S 01°46'12" E (recorded as S 02°33'37" E), 995.34 feet; thence along the Proposed Limited Access Right of Way line, the following five (5) courses: 1) N 74°17'55" W, 134.50 feet (recorded as 134.45 feet); 2) N 80°34'02" W, 243.16 feet; 3) N 88°29'51" W, 222.00 feet; 4) N 45°07'09" W, 114.42 feet; 5) N 01°46'12" W, 182.00 feet; thence S 89°34'04" W, 33.00 feet, to the POINT OF BEGINNING, containing 14.57 acres, more or less, and including the use of Latson Road. Also subject to any other easements or restrictions of record.

Bearings were established from descriptions provided by MDOT, Control No. 47062 & Control No. 47065, Job No. 101622B, for Parcel 227 & Survey by Boss Engineering, Job No. 10063, dated 7-19-78, as recorded in Liber 891, Page 206, Livingston County Records.

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April 25, 2012

Job Number: 11-173-2  
Sheet: 2 of 3

*Csf*  
**BOSS ENGINEERING**  
**ENGINEERS & SURVEYORS**

3121 E. Grand River Ave. Howell, MI 48843  
Phone (517)546-4836 • Fax (517)548-1670



CHRISTOPHER S. FERGUS, P.S.

**REFERENCES:**

1. Warranty Deed as recorded in Liber 890, Page 548, Livingston County Records.
2. Survey by Boss Engineering, Job No. 10063, dated 7-19-78, as recorded in Liber 891, Page 206, Livingston County Records.
3. Survey by Boss Engineering, Job No. 90088-E, dated 12-24-91, as recorded in Liber 1531, Page 594, Livingston County Records.
4. MDOT Right of Way Maps for proposed I-96 at Latson Road Interchange, Sheets 173-178, dated 05/19/11.

**WITNESSES:**

Northwest Corner, Section 9, T2N-R5E (E-03) LSC#1718m  
Livingston County Remon Brass Cap  
N 65° 62.21' Remon N/T NW/S Utility Pole  
S 50° E 33.38' Remon N/T N/S 24" Oak  
S 30° E 93.80' Remon N/T W/S Utility Pole  
S 10° E 113.34' Remon N/T W/S 24" Oak

West 1/4 Corner, Section 9, T2N-R5E (E-04) LSC#1719m  
Livingston County Remon Brass Cap  
N 75° E 86.53' Remon N/T S/S 18" Oak  
S 75° E 69.75' Remon N/T S/S 18" Oak  
N 75° W 159.30' Remon N/T S/S 15" Oak  
S 40° W 72.13' Remon N/T NW/S 30" Hickory

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April 25, 2012

Job Number: 11-173-2  
Sheet: 3 of 3

*CJF*

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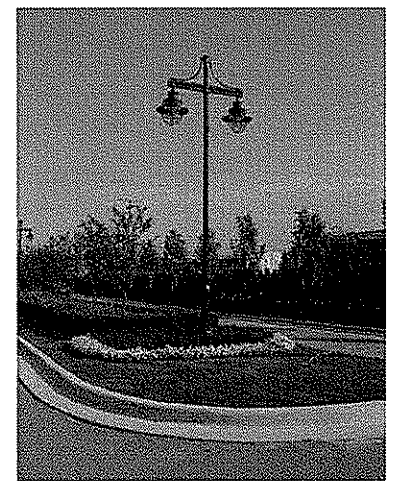


CHRISTOPHER S. FERGUS, P.S.

## Exhibit F

### *Interchange Commercial Examples*

- Access management that will minimize the number of driveways and protect the efficiency of traffic flow along Latson Road between the interchange and Grand River Avenue.
- Distinct and prominent architectural features of enhanced character, which reflect the importance of the site's location and create a positive visual landmark for this gateway to the community.
- Extensive landscaping along Latson Road and Grand River Avenue to enhance the appearance of these corridors and the gateway to the community.
- Uniformity in design through coordination of architectural styles, landscaping, ornamental lighting, pedestrian circulation and vehicular access.
- The areas immediately south of the interchange along S. Latson Road are planned for Interchange Commercial, as described in Section B above. This area is intended to accommodate the needs of interstate traffic and should complement, not duplicate the commercial areas north along Latson and Grand River.
- The areas adjacent to the Interchange Commercial area as depicted on the map are planned for Interchange Campus uses. This area can be served by utility extensions and is intended to be a well-planned, campus setting.
- Residential development along S. Latson Road south of the Interchange Campus area will remain at large lot residential densities. The intent is to protect the residential character and natural features through lower density development (Future Transition Area on Map X).
- As the areas designated for Interchange Commercial and Campus are approved for significant development, areas south currently planned residential should be reevaluated for potential supporting uses, conditional upon the utility and roadway capacities, as shown as Future Transition Area on Map 10. This plan is intended to be flexible, balancing the impacts of new development on the infrastructure system, accommodating new uses dependent on surrounding uses, and limiting the negative impacts on existing nearby uses.



### South Latson Interchange Design Guidelines

#### ***Streetscape***

Streetscape improvements, such as street lights, landscaping, wayfinding signage, and pathways, should be integrated into the interchange commercial and campus developments. This will contribute to the unified, high-quality development the Township would like to project at the new interchange.

- As part of the development of the South Latson campus, a landscaped median should be installed south of the railroad. This will not only help beautify the corridor but improve safety by restricting left-turns.

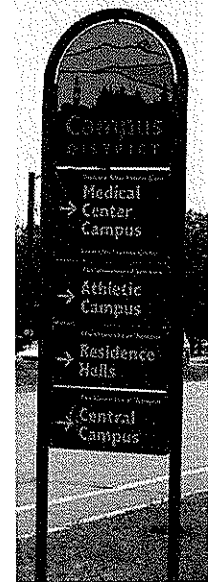
- Ornamental street lighting should be included along South Latson and within the new development itself to contribute toward the site's unified design.
- South Latson should be well landscaped, not only in the median, but along the frontage, with street trees and knee walls or hedgerows screening parking.
- Gateway and wayfinding signs should be installed at the interchange welcoming visitors to the Township and directing them to major landmarks. This signage should be consistent with that proposed along Grand River and for the Town Center. Elements of a gateway entrance sign should include lighting, landscaping, and masonry material.
- Pathways should be installed on both sides of South Latson and connect to the interior of the site. Buildings and parking should all have pedestrian connections to the pathway network.



### ***Access and Circulation***

In order to efficiently accommodate new traffic that is likely to result from new development, having a coordinated circulation and access plan is essential.

- A signalized intersection should be located approximately ¼ mile south of the railroad at Sweet Road. This should be the primary entrance to campus Area A as identified on the Subarea Map.
- An additional entrance to Area A should be located halfway between the signalized intersection and the railroad tracks and be right-in/right-out.
- Area A's ring road should be sensitive of the wetland/wooded area in its southeast corner and provide stub roads for future connections to the south.
- Area B should be accessed via the newly realigned Beck Road which can be extended and configured into a loop road.
- Area B's loop road should be sensitive to the wetland/natural areas at the south of the site.
- Auxiliary campus uses on the east side of South Latson across from Area A should be primarily accessed via the signalized intersection. Additional access points north and south of the signalized intersection should be right-in/right-out. A frontage road will help provide convenient access for these businesses and should continue south for future connections.
- No access points other than Beck Road should be allowed on South Latson at the interchange north of the railroad tracks. Businesses fronting South Latson at this location should share access off Beck Road.

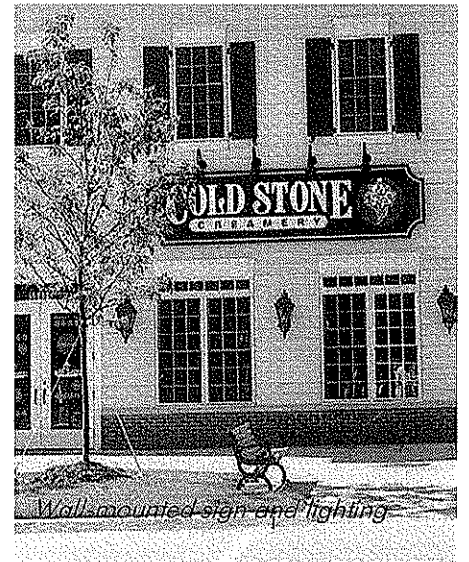


- Access to the Future Transition Area should be integrated into the overall circulation plan for Areas A and B.
- Further access management standards are included in the Township's zoning ordinance and MDOT's Access Management Manual

### ***Building and Site Design***

In order to establish a cohesive, high-quality campus at the South Latson interchange, it will be important to have consistent building and site design features.

- Entrances should be well defined and easily accessible by pedestrians.
- Buildings should orient toward South Latson where possible with parking given a less dominant presence along the corridor.
- Parking should be buffered with landscaping or decorative fencing.
- Understanding that a user like a hospital may need several stories for its patient wings, this plan seeks not to require a maximum building height. More importantly, any new building built along South Latson fronting the corridor should be built at a pedestrian scale at its Latson frontage.
- Stormwater should be consolidated and treated through low-impact design and retention ponds that contribute to the existing natural character of the site.
- Building orientation should be sensitive to wetlands and existing natural features and be situated to maximize the sight lines and pedestrian access to enjoy them.
- Materials should be of high quality brick, stone, glass, or similar, reflective of a well-designed modern research park or medical campus.
- Loading zones and waste receptacles should be well delineated and appropriately screened (see zoning ordinance).
- Lighting should be directed downward and fully shielded to eliminate an outward or upward glare, providing for adequate public safety without overly illuminating a site or building.
- Site lighting should consist of decorative fixtures, such as goose neck fixtures, and be architecturally integrated with the building style, materials and color. Pole fixtures should be located within landscaped islands or behind the curb or sidewalk.
- Monument signs should be well landscaped and have masonry bases.



- Signs should be comprised of an interesting design that adds interest to the business and the streetscape. Signs that have the appearance of a box sign are discouraged.
- Signs should be architecturally integrated with their surroundings in terms of size, shape, color, texture and lighting and not promote visual competition with other signs in the area.

