April 27, 2016

Planning Commission Northfield Township 8350 Main St Whitmore Lake, MI 48189

Subject: Arvin Sango North American Technical Center, Jomar Drive/E. North Territorial Rd.; Site

Plan Review #1; Plans Dated 04/13/2016 and received 4/15/16

Dear Commissioners:

Arvin Sango, Inc. proposes to construct an approximately 37,590 sq. ft. testing, analysis and design facility for automotive exhaust systems. The 6.10 acre site (per the Alta survey) is located in the Jomar Technology Park at the northeast corner of North Territorial Rd. and Jomar Dr. Two future additions are labelled on the site plan, a 5,759 sq. ft. addition on the west side of the facility and an 8,642 sq. ft. addition to the east side of the facility. We have generally included the additions in our review; however detailed site plans will be required before they may be constructed.



Northfield Township Planning Commission Arvin Sango North American Technical Center SPR #1 April 27, 2016 Page | 2

COMMENTS

Our comments that follow are based upon the requirements of the Northfield Township Zoning Ordinance, observation of the site and principles of good planning.

- 1. Use. The property is zoned RTM, Research/Technology/Manufacturing District. This district is intended to promote and encourage uses which support research, technology and manufacturing. Industrial research, development, and testing laboratories are permitted uses. Permitted accessory uses include "prototype or pilot processing, manufacturing and/or assembly" if strictly incidental and subordinate to an activity permitted and located in the RTM district, and if such use does not occupy more than 25% of the total floor area of the permitted use." The Township is currently considering an amendment that would increase the allowed amount of floor area for these accessory uses to be up to 49%. A detailed description of the use and operations proposed to be conducted on the site, including identifying the percentage of the building/floor area to be used for prototype or pilot processing, manufacturing or assembly (if any).
- 2. Dimensional Requirements. The minimum lot area in the RTM district is 5 acres, and the site is 6.1 acres. The proposed building meets or exceeds the minimum required setbacks and is less than the maximum permitted building height.
- **3.** Access and Circulation. The site will have two driveways at Jomar Drive; there will be no direct access from N. Territorial Road. The layout of the proposed detention pond on the west side of the lot prevents the curb cuts from lining up with the driveway across Jomar Drive. According to the Institute of Transportation Engineers' Trip Generation Manual, 9th Edition, a research and development use of this size and with 30 employees would generate 13 trips during the a.m. peak hour, and the estimated traffic generated falls below the threshold to require a traffic study. While the low traffic volumes expected should minimize traffic conflicts, if feasible, we would recommend that one of the site's driveways line up with the curb cut on the opposite side of Jomar Drive to reduce potential traffic turning conflicts.

The south driveway serves the employee and visitor parking lots. The location of this driveway conflicts with the entrance island in Jomar Drive since the island in the road blocks straight traffic flow and effectively limits turns at the south driveway to right in, right out. We recommend the south driveway be relocated or combined with the north driveway into a single drive, shifting it to the north to avoid the island. If some or all of the main parking lot were relocated to the west (Jomar Drive) side of the building, there would be greater flexibility for the driveway to be located to avoid conflicts with the entrance island. An added benefit would be that the stormwater basin that must be relocated out of the N. Territorial Rd. ROW could be better accommodated.

4. Parking. Research and testing laboratories, and manufacturing and processing operations, require one parking space for each 1.5 employees on maximum shift. The plan states that Arvin Sango will initially have 15 employees, requiring 23 parking spaces. The plan notes that the intent is to ultimately have 30 employees during the maximum shift, requiring 45 spaces. 45 car parking spaces and five motorcycles parking spaces are provided.

Northfield Township Planning Commission Arvin Sango North American Technical Center SPR #1 April 27, 2016 Page | 3

5. Outdoor Equipment and Screening. Outdoor storage is prohibited both by the RTM District regulations and the Declaration of Covenants, Conditions, and Restrictions for Jomar Technology Park, and none is indicated on the plan.

A fenced "utility yard" is proposed on the north side of the building. It would contain two 1,000-gallon fuel tanks, several dry coolers, a generator and a transformer, surrounded by fencing. Sheet MP4-102 shows a generator in the utility yard; if this is proposed, the generator must be added to Sheet S.3 Site Plan and noise control specifications submitted. Any required permits and spillage protection must be noted on the plan. The type, height and details of the fence must be provided on the plan, and it must be sufficient to screen the tanks and equipment from view.

<u>Dumpster enclosure details must also be included and conform to Ordinance requirements [Section 36-701(3)].</u>

- **6. Stormwater Management.** Stormwater ponds are proposed on all sides of the site. The pond that parallels N. Territorial Rd. and some of its landscaping project into the road right-of-way. We recommend that the pond be reconfigured to be out of the road right-of way, which is under the jurisdiction of the Washtenaw County Road Commission. (See comment 3. above.)
- 7. Natural Features. The site is in an approved technology park, and appears to have been used for a farm dwelling and associated buildings before the technology park was built. The Topographic/Demo Plan sheet identifies existing natural features on the site. The site is flat, with two small pockets of wetlands, a brush line along the east and scattered trees (several of which appear to be evergreens planted in the past).

The wetlands noted are labelled "unregulated wetlands" and thus are not at the threshold where the Zoning Ordinance would require a Natural Features Impact Assessment. Although brush along the east lot line is proposed to be removed, it appears that approximately 10 trees in this area will be preserved. Five trees in other locations are proposed to be removed. The variety and size of the trees to be preserved and those requested to be removed must be identified on the plan. If any of the trees to be removed qualify as landmark trees, a Natural Features Impact Statement must be provided. The project involves development of the entire site.

8. Landscaping. The Zoning Ordinance requires 1 canopy tree per 8 parking spaces. There are 45 proposed parking spaces, requiring 6 canopy trees. Six red maple trees are proposed around the parking lot, meeting the minimum requirement. Additional trees, shrubs and perennials are proposed around the site. Underground irrigation will be provided for all landscaping.

Balance Technology Inc., located across Jomar Drive from the proposed development, has planted trees along its N. Territorial Road frontage. Because of space constraints, similar frontage trees may not be practical, but we encourage the applicant to install additional clusters of naturalized shrubs to soften the appearance of the pond and the parking lot behind it, from the road. When the pond location is adjusted, space for frontage trees may be possible. Existing and proposed topography, and proposed planting dates must be added to the landscape plan.

Northfield Township Planning Commission Arvin Sango North American Technical Center SPR #1 April 27, 2016 Page | 4

- **9. Lighting.** Exterior lighting may not exceed 16 feet in height in parking lots with fewer than 100 spaces, so the proposed 25 foot high pole-mounted lights must be shortened to conform. The proposed fixtures are downcast LED lights. The photometric plan complies.
- 10. Building Facades/ Floor Plans. The main building entrance faces N. Territorial Road. The entrance feature uses silver metallic colored metal panels. The remainder of the building is comprised of white precast concrete panels. The elevations visible from the roads contain windows to break up the appearance of the building. A double blue accent stripe is present along the top of the building. The building renderings illustrate the entrance feature projecting from the main building face but the site plan's building footprint shows the same wall with a flat face. This discrepancy must be corrected. We recommend that the entrance be designed with more depth to create greater variety and interest on the long south façade.

The rendering of the back of the building should be revised to show and dimension the proposed fence that screens the tanks and equipment. Please note whether there will be any rooftop mechanical equipment, and if there will be any, provide and dimension screening. The gross and usable floor area must be noted on the plan. The color and materials for all exterior façade elements must be labelled on the plan, including the windows and doors. Samples of the proposed façade materials and colors should be presented to the Planning Commission for approval.

11. Signs. Two wall signs are proposed. Sec. 36-793 allows only one wall sign for a business, <u>thus 1 of</u> the wall signs will have to be removed. The dimensions and details of the sign should be provided.

RECOMMENDATION

Most of the items noted above are relatively minor, therefore, subject to the applicant addressing relocation of the storm basin out of the N. Territorial Road ROW and adjusting the south driveway to avoid conflict with the Jomar Drive entrance island to the satisfaction of the Planning Commission, we could recommend that the Planning Commission grant site plan approval. Site plan approval should be subject to the following items being addressed on revised and dated plans:

- Detailed description of the use, including the gross and usable floor area of the building and percentage of the building to be used for prototype manufacturing, processing or assembly, confirming compliance with the Ordinance;
- 2. Relocation of the storm pond out of the N. Territorial Rd. ROW;
- 3. Relocation of the south driveway or consolidation of it into one with the north driveway, to allow two-way traffic movement, better line-up with the drive across the street, and eliminate the turning conflict;
- 4. Details for the dumpster enclosure, screen fence and generator specifications and location;
- 5. The type and size of the trees to be removed must be identified on the plan. If any of the trees to be removed qualify as landmark trees, a Natural Features Impact Statement must be provided.
- 6. Provide additional landscaping along N. Territorial Road;

- 7. Existing and proposed topography, and proposed planting dates on the landscape plan;
- 8. Reduce the height of light poles to 16 feet;
- 9. Building façade items must be addressed as follows:
 - a. Revise building entrance so the footprint and elevations match, and revise to create additional relief on the façade;
 - b. Revise the rear elevation to include the fence, add fence dimensions and details;
 - c. Label the color of all façade elements including windows and doors;
 - d. Note whether there will be any rooftop mechanical equipment, and if there will be any, provide and dimension screening.
 - e. Façade material and color samples should be presented to the Planning Commission for approval.
- 10. Removal of 1 wall sign, and note sign dimensions and details on the site plan in conformance to the Ordinance; and
- 11. Approval of the Township engineer; provision of permits and spill protection for the above ground tanks; and approval of all agencies with jurisdiction.

Respectfully submitted,

McKENNA ASSOCIATES

Sara J. Hodges, AICP

Senior Vice President



ARCHITECTS. ENGINEERS. PLANNERS.

April 27, 2016

Northfield Township Building & Zoning Department 8350 Main Street, Suite A Whitmore Lake, Michigan 48189

Regarding: Arvin Sango North American Technical Center

Site Plan Review #1 OHM Job #0151-16-1011

We have reviewed the plans, received by this office on April 19, 2016, for the proposed site plan for the Arvin Sango North American Technical Center located at North Territorial Road and Jomar Drive in accordance with Township Guidelines and General Engineering Standards. A brief description of the project has been provided below followed by our comments.

The applicant is proposing to construct a 35,561 square foot industrial building on 6.1 acres at 955 North Territorial Road. Associated parking areas and storm water management with three infiltration trenches flowing to a detention basin in the northeast corner of the site are also proposed. Additional site elements include designated motorcycle parking and landscaping. Site access is proposed with two new paved driveways to Jomar Drive. Water supply is proposed by a private on-site well. Public sanitary sewer service is available to the site and is proposed to connect to the existing Northfield Township sewer system.

General

1. The south parking lot entrance (nearest to North Territorial) is located across from the boulevard section of Jomar Drive. This entrance should be moved further North past the boulevard section, or it must be designated as a right-in/right-out entrance.

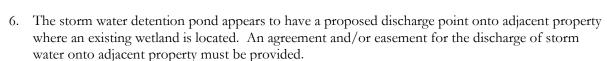
Paving and Grading

- 2. Designated fire lanes shall be indicated on the plans. Adequate turning space for a standard fire apparatus must be provided and will be subject to review and approval by the Northfield Township Fire Department.
- 3. It is recommended that the applicant consider grading the north parking lot to a single low area with a single spillway into the detention pond instead of the four (4) separate spillways. This will help with the requirement of providing storm water pre-treatment before the drainage area flows into the detention pond.

Drainage

- 4. Storm water pre-treatment (sediment forebay, infiltration trench, etc.) must be included for all drainage areas. Currently the north parking lot and building roof surface flow directly into the detention basin with no pre-treatment.
- 5. The infiltration trench on the south side of the property along North Territorial Road appears to be partially located within the Washtenaw County Road Commission Right-of-Way. This must be revised so that the storm water management system is completely within the applicant's property limits.

April 27, 2016 Northfield Township Arvin Sango North American Technical Center Site Plan Review #1 Page 2 of 3



Utilities

7. The property is proposed to be served by public sanitary sewer and an existing sanitary sewer service lead is identified for connection on the plans. An REU factor will need to be assigned for this facility based on the proposed use and building size in accordance with the Northfield Township Utility Ordinance. Once the proposed building use classification has been determined, the REU factor will be calculated during the detailed engineering review of the construction plans.

Permits and Other Agency Approvals

It should be noted that copies of all permits and permit applications shall be forwarded to this office. Before final engineering approval can be issued, the applicant must submit all necessary permits/approvals, including, but not limited to, the following agencies:

- Northfield Township Fire Department approval for fire code compliance.
- Northfield Township Building Department.
- Washtenaw County Water Resources Commission for soil erosion and sedimentation control.
- Washtenaw County Department of Public Health for well construction

Conclusion and Recommendations

As submitted, the site plan appears to be in substantial compliance with the Northfield Township Site Plan requirements. We take no exception to the proposed site plan and recommend the Planning Commission consider approval of the site plan conditional upon the above-mentioned comments being addressed administratively.

Additionally, in an effort to assist the applicant with preparation of construction plans, we are providing the following comments that should be considered prior to submittal of construction plans for detailed engineering review: Please note that these comments are not all inclusive and additional comments may be generated based on the construction plan information provided for review.

- 1. The north arrow is shown on the grading plan sheet location map but not on the actual grading plan.
- 2. A minimum of two (2) N.A.V.D. 88 benchmarks are required on, or within 200 feet of, the site. There is currently only one (1) benchmark shown on the plans.
- 3. Locations of light duty and heavy duty pavement sections shall be indicated on the plans.
- 4. Locations and a typical detail of the proposed curb and gutter shall be provided on the plans.
- 5. All existing contour lines shall be labeled with the corresponding elevation.
- 6. The angle of the proposed parking spaces shall be provided.
- 7. Proposed sidewalk and handicap parking spaces shall be ADA compliant. Additional spot grades and slopes are needed to verify compliance with ADA requirements.
- 8. Sidewalk widths shall be dimensioned on the plans.
- 9. All curve radii should be labeled on the plans.
- 8. Drainage flow arrows shall be shown on the plans. It is currently unclear which direction the culvert near the entrance of the property and the pipes connected to the proposed manhole are flowing.
- 9. Invert elevations shall be provided on the plans.
- 10. The following comments apply to the provided Detention Calculations on Sheet 6:
 - a. Areas for all impervious surfaces shall be provided in Worksheet 1 (W-1). This change shall apply to all of the worksheets. For example, the pond surface was not included in the calculations. As a result, the calculated volumes were greater.

April 27, 2016 Northfield Township Arvin Sango North American Technical Center Site Plan Review #1 Page 3 of 3



- b. The same areas and curve numbers in W-4 and W-5 shall be used in W-6 and W-7, respectively.
- c. The slope percentage for sheet flow should be 1.33% instead of 2% in W-8.
- d. The S^{0.5} column calculation in W-8 should be the square root of the slope not the square root of the slope percentage.
- e. The summary values in W-9 shall match the values in the previous worksheets.
- f. Infiltration trench storage volume calculations shall be completed and shall correctly correspond to the values in W-11.
- 11. The fire protection pond calculation tables should match on the utility plans sheet and the detention calculations sheet.
- 12. Individual drainage areas for each infiltration trench or for the detention basin shall be identified on the plans.
- 13. Soil erosion and sedimentation control measures shall be indicated on the plans

Please feel free to contact Jacob Rushlow at (734) 466-4517 or <u>jacob.rushlow@ohm-advisors.com</u> if you have any questions or concerns regarding this review.

Sincerely,

OHM ADVISORS

Jacob Rushlow, P.E. Township Engineer

cc: Howard Fink, Township Manager (via e-mail)

William Wagner, Public Safety Director (via e-mail)

Marlene Chockley, Planning Commission Chair (via e-mail)

Sally Hodges, AICP, McKenna Associates (via e-mail)

Kurt Weiland, Building Official (via e-mail)

Tim Hardesty, Northfield Township (via e-mail)

Matt Nyse, ACS (via e-mail)

Tim Currie, PE, PS, Civil Engineering Solutions, Inc. (via e-mail)

File

 $P:\ 0.126_0.165\ SITE_Northfield Twp\ 2016\ 0.151161010_955_N_Territorial\ Site\ Plan\ Arvin_Sango_North_American_Technical_Center_SP1.docx$



APR 1 4 2016

NORTHFIELD TOWNSHIP

Application #	
---------------	--

NORTHFIELD TOWNSHIP				
SITE PLAN REVIEW APPLICATION				
PROJECT NAME: Arvin Sango North American Technical Center				
PROJECT ADDRESS: Jomar Road, Whitmore Lake, Mi				
Applicant Information: Owner Information:				
Name: ACS, Inc. Attention Matt Nysse	Name: Arvin Sango, Inc. Thom Christen			
Address: 3330 University Avenue, Suite 200, Madison, WI 53705	Address: 2905 Wilson Avenue; Madison, IN 47250			
Phone: 608-663-1590 Phone: (248) 318-3262				
Email: mnysse@acscm.com	Email: thomas.christen@arvinsango.com			
If the applicant is not the property owner, then a statement f	rom the owner MUST be attached authorizing the application.			
Proof of ownership OR Statement if applicant is not owner is attach	red.			
If applicant is not the owner, describe applicant's interest in the pro- Developer and construction manager.	perty			
PROPERTY I	DESCRIPTION			
Legal Description: ☐ Attached ☑ On Site Plan	Parcel ID(s): 02-20-100-026			
Description of Proposed Use: Testing analysis and design of automotive exaust systems.				
Total Acreage of Site: Total Floor Area:				
6.02 Existing: 0				
Proposed: 37,590 Square Feet				
Height of Structure(s) (in stories & feet): Sanitary Facilities: ☒ Sewer ☐ Septic				
l story, with mezzanine, 24 feet	Water: ☐ Municipal 图 Private Well			
Zoning Classification(s):				
□ RC □ AR □ LR □SR1 □SR2 □MR □VC □LC □	IGC □ES □HC □GI □LI D¥Other RTM			
SITE PLAN REV	/IEW OPTIONS			
Administrative Site Plan Review: Site Plan Review:				
Expansion or reduction of an existing, conforming structure	New Construction			
less than 2,000 sq. ft. / 5% of floor area ☐ Additional parking, loading / unloading spaces and landscape improvements	☐ Building Addition			
Development Plan Review:	Amendment to Approved Site Plan or Development Plan:			
☐ Planned Unit Development	☐ Site Plan			
☐ Planned Residential Development	☐ Development Plan			
☐ Site Condominium Plan				
Site or Development Plan Review in conjunction with: Rezoni	ng Request			

Telephone: 734-497-5000 Facsimile: 734-497-0123

	Application #
AUTHORIZE	ED SIGNATURE
Applicant's Signature:	npanying information are true and correct. Date: 4/11/16
FOR OFFIC	CE USE ONLY
Application Received Date:	Planning Commission Received Date:
Planning Commission Action: Approved Date: Expiration Date:	☐ Denied Date:
Fee Received: Cash Check #	

HORIZON DEVELOPMENT COMPANY, LLC

50555 PONTIAC TRAIL WIXOM, MI 48393

PH: (248) 669-8800 FAX: (248) 669-0850

April 11, 2016

Northfield Township 8350 Main Street Whitmore Lake, MI 48189

Attn: Planning Commission Members

Re: Arvin Sango North American Technical Center

Owner consent for Site Plan Review Application

955 East Territorial Road, Whitmore Lake, MI (6.10 Acres, B-02-20-100-020

Dear Planning Commission Members:

Please allow this letter to serve as Horizon Development Company, LLC's ("Owner") authorization for Arvin Sango ("Applicant") to submit a Site Plan Review Application relative to the property located at 955 East Territorial Road, Whitmore Lake, MI (6.10 Acres, B-02-20-100-020).

Should you require additional information, please don't hesitate to contact me.

Regards,

HORIZON DEVELOPMENT COMPANY, LLC

Kevin J. Schonsheck Authorized Representative

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR JOMAR TECHNOLOGY PARK

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR JOMAR TECHNOLOGY PARK is made as of the _____ day of August, 2000, by JEM CONSTRUCTION, LLC, a Michigan limited liability company ("Developer") which does hereby declare that the real property owned by Developer and the persons identified in Article XI Consent set forth below, and located in the Township of Northfield, County of Washtenaw, State of Michigan, commonly known as JOMAR TECHNOLOGY PARK and more specifically described herein, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth.

ARTICLE I DEFINITIONS

Unless otherwise defined or unless the context otherwise requires, the following capitalized terms, when used in this Declaration, shall have the following meanings:

"Annual Assessment" means the aggregate of all assessments levied annually by the Association on all Owners for the purpose of paying expenses of the Association, other than any Special Assessments or any Parcel Assessments.

"Articles" means the articles of incorporation of the Association to be filed with the Michigan Department of Consumer and Industry Services as they may be amended from time to time.

"Assessment" means, the Annual Assessment, any Special Assessment or any Parcel Assessment levied by the Association, without distinction among them.

"Association" means Jomar Technology Park Association, a Michigan nonprofit corporation.

"Board" means the Board of Directors of the Association.

"Bylaws" means the corporate bylaws of the Association, as they may be amended from time to time.

"Common Area" means all real and/or personal property which the Association and/or the Developer now or hereafter owns for the common use and enjoyment of the Owners, and all real and/or personal property within or in the vicinity of the Park in which the Association and/or the Developer has an interest for the common use and enjoyment of the Owners, including, without limitation, a right of use, but shall not include any real or personal property contained within the boundaries of any Parcel except as provided herein. Initially, the Common Area shall consist of Jomar Drive, and the signage island located in the middle of Jomar Drive at the Park entrance.

"Construction Noise" means noise resulting from the construction of improvements on any Parcel.

"Declaration" means this Declaration of Covenants, Conditions and Restrictions for Jomar Technology Park,

"<u>Developer</u>" means JEM Construction, LLC, a Michigan limited liability company, or any of its successors or assigns who or which shall acquire all or any portion of the undeveloped portion of the Property from the Developer for development purposes.

"Member(s)" means a member or members of the Association, consisting of all of the Owners.

"Mortgagee" means any person or entity holding a mortgage or security interest on any Parcel or on all or any portion of the Property.

"Owner" means the Developer (for so long as it owns all or any portion of the Property) and any record holder, whether one or more persons or entities, of the fee simple title to any Parcel, including, without limitation, the Developer and land contract vendors (but not land contract vendees) of Parcels.

"Parcel" means any portion of the Property now or hereafter constituting a separate legally existing parcel. Upon the execution of this Declaration, the Park consists of the following six Parcels: Parcel A, Parcel B, Parcel C, Parcel D, Parcel E and Parcel F.

*Parcel Assessment" means any assessment levied by the Association pursuant to Section 7.05 hereof.

"Park" means the research, technology and manufacturing park located within the Property and commonly known as Jomar Technology Park.

"Property" means all or any portion of the real property which is subject to this Declaration, which real property is specifically described in Section 2.01 hereof.

"Proportionate Share" means the percentage allocated to each Parcel, as designated below:

Parcel A - 15.6%

Parcel B - 10.0%

Parcel C - 10.6%

Parcel D - 31.2%

Parcel E - 17.0%

Parcel F - 15.6%

In the event any Parcel is divided into two or more resulting parcels, the above percentage applicable to such Parcel shall be allocated between or among the resulting new parcels in a manner determined jointly by the Owner seeking to divide such parcel and the Association.

"Public Assessment" shall mean any special assessment for roads, sanitary sewers, water mains or similar public improvements which are levied and assessed by a governmental entity against all or any part of the Property.

"Special Assessment" shall mean any assessment levied by the Association on all or any portion of the Parcels pursuant to Section 7.04 hereof.

"Township" means the Charter Township of Northfield, County of Washtenaw, State of Michigan.

"Transient Noise" means noise occurring for a period of less than thirty (30) seconds and emanating from intermittent, irregularly timed sources, e.g. passing vehicles.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION; WITHDRAWALS AND ADDITIONS

Section 2.01 <u>Legal Description of the Property.</u> The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in the Township and is legally described on the attached Exhibit A.

Section 2.02 <u>Initial Parcel Designation</u>. The Property currently contains six (6) separate Parcels, designated Parcel A. Parcel B. Parcel C. Parcel D. Parcel E and Parcel F on the attached Exhibit B.

Section 2.03 <u>Land Division and Restrictions</u>. The Developer shall be entitled at any time and from time to time, at its sole cost and expense, if in compliance with Section 8.01 of this Declaration and any applicable Township ordinances and State laws, to divide, subdivide, split, plat and/or replat all or any portion of the Property if then owned by Developer, and to fite covenants, conditions and restrictions and/or amendments thereto with respect to any such portion or portions of the Property; provided, however, all such Property shall remain subject to the terms and conditions of this Declaration.

ARTICLE III

PURPOSE

The purpose of this Declaration is to:

- (a) establish uniform standards for the development, operation and use of the Park for the benefit of all the Owners;
- (b) ensure development of the Park as a totally supported work facility with the physical setting and environment conducive to attracting technology oriented firms which are at the forefront of local, national, and international economic growth;
- (c) ensure development of each Parcel in a manner consistent with the overall focus and development of the Park:
- (d) encourage environmentally conscientious development of the Park and the individual Parcels within the Park:
- (e) protect the Owners and occupants of the Park against improper and undesirable use of any individual Parcel within the Park;
- (f) encourage the erection of attractive, high quality improvements located on the most desirable and appropriate areas within the Park and each individual Parcel;
- (g) ensure and provide professional, conscientious, and consistent management of the Park during its growth and development; and
- (h) generally provide for the creation and continuing maintenance of a facility that can successfully attract established and emerging local, national, and international firms.

ARTICLE IV

PERMITTED USES

Section 4.01 <u>Use of Parcels</u>. The use of the Parcels shall be restricted to uses permitted by the applicable zoning classification under the Township Zoning Ordinance then in effect with respect to any given Parcel. No Owner shall use such Owner's Parcel in any manner inconsistent with the purposes of the Park or this Declaration or in any manner which will interfere with or impair the rights of any other Owner in the use and enjoyment of such Owner's Parcel or the Common Area.

Section 4.02 <u>Use of Common Area</u>. The use of the Common Area shall be restricted to park landscape, entry features and signs, directional graphics systems, drainage, landscape medians, security, safety, bicycle and pedestrian paths, roads, utilities, project lighting or any other use to which Owners holding an aggregate Proportionate Share greater than one-half (1/2) may approve in writing, subject to any applicable limitations set forth in the By-Laws.

Section 4.03 Extension Agreement, KX Investments, LLC ("KX Investments") shall install a sign reasonably acceptable to Developer and Balance Technology, Inc. within the signage island located at the entrance to Jomar Drive

ARTICLE VII

ASSESSMENTS

Section 7.01 <u>Creation of the Lien and Obligation of Assessments.</u> Each Owner of a Parcel (by execution of this Declaration if a signatory hereto, or by acceptance of a deed for such Owner's Parcel, whether or not it shall be so expressed in any such deed or other conveyance) covenants and agrees to pay to the Association any Assessments to expressed in any such Parcel and collected from time to time as hereinafter provide. All Assessments, together with be fixed or levied on such Parcel and collected from time to time as hereinafter provide. All Assessments, together with interest thereon as provided in Section 7.08 and costs of collection thereof (including reasonable attorneys' fees and interest thereon as provided in Section 7.08 and costs of collection thereof (including reasonable attorneys' fees and interest thereon as provided in Section 7.08 and costs of collection thereof. No Owner of a Parcel may waive disbursements), shall be a charge on any such Parcel and shall be a continuing lien upon the Parcel may waive each such Assessment is made, and shall also be the obligation of the Owner thereof. No Owner of a Parcel may waive each such Assessment is made, and shall also be the obligation of the Common Area or by abandonment. Neither the or otherwise escape fiability for any Assessment by non-use of the Common Area or by abandonment. Neither the Common Area nor any portion of the Property which does not constitute a Parcel shall be liable for any Assessment.

Section 7.02 <u>Purpose of Assessments</u>. The Association shall use the proceeds of the Annual Assessments and any Special Assessments levied on all the Parcels exclusively for the purpose of promoting the health, safety, security and welfare of the Owners and, in particular, for the improvements and maintenance of the Common Areas and of any easement in favor of the Association, including, without limitation, the cost of taxes, insurance, labor, equipment, easement in favor of the Association, including, without limitation, the cost of taxes, insurance, labor, equipment, materials, management, maintenance and supervision thereof, as well as for such purposes as are permissible activities materials, management, maintenance and supervision thereof, as well as for such purposes as are permissible activities of, and are undertaken by, the Association. Replacement of Common Area improvements in the normal course and of, and are undertaken by, the Association. Replacement of Common Area improvements in the normal course and of onormal wear and tear shall be deemed to constitute maintenance and not capital replacement, e.g., replacement of dead landscaping and worn mechanical parts.

Section 7.03 Annual Assessments. Commencing with calendar year 2000 (or the remaining portion thereof following the date upon which this Declaration is recorded in the Washtenaw County Records), each Owner shall pay the Association the product of such Owner's Proportionate Share applicable to such Owner's Parcel and the Annual Assessment fixed by the Board, for each calendar year or applicable prorated portion thereof. The Board shall determine Assessment fixed by the Board, for each calendar year or applicable prorated portion thereof. The Board shall determine the Annual Assessment on the basis of the projected financial needs of the Association, not less than thirty (30) days prior to the commencement of the calendar year to which such Annual Assessment shall apply, or in the case of a partial to the commencement of the calendar year to which such Annual Assessment in respect thereof is due. Within ten (10) days calendar year, not less than thirty (30) days prior to the date upon payment in respect thereof is due. Within ten (10) days calendar year, not less than thirty (30) days prior to the date upon payment in respect thereof is due. Within ten (10) days calendar year, not less than thirty (30) days prior to the date upon payment in respect thereof is due. Within ten (10) days calendar year, not less than thirty (30) days prior to the date upon payment in respect thereof is due. Within ten (10) days calendar year, not less than thirty (30) days prior to the date upon payment in respect thereof is due. Within ten (10) days calendar year, not less than thirty (30) days prior to the date upon payment in respect thereof is due. Within ten (10) days calendar year, not less than thirty (30) days prior to the date upon payment in respect thereof is due. Within ten (10) days calendar year, not less than thirty (30) days prior to the date upon payment in respect thereof is due. Within ten (10) days calendar year, not less than thirty (30) days prior to the date upon payment in respect thereof is due. Within ten (1

Section 7.04 <u>Special Assessments.</u> In addition to the Annual Assessment, the Association may levy in any calendar year a Special Assessment, applicable to that year only, for the purpose of defraying, in whole, or in part, the cost of any construction, reconstruction, unexpected repair or replacement of a capital improvement for the benefit of all of the Parcels or any Common Area, as approved by the Board, including the necessary fixtures and personal property related thereto; provided, however, that the Association may not levy any Special Assessment without the written consent of the Owners holding an aggregate Proportionate Share greater than or equal to two-thirds (2/3rds), voting in person or by proxy at a special meeting of the Association called by the Board in accordance with the Bylaws for such purpose, or by proxy at a special meeting of the Association called by the Board in accordance with the Bylaws for such purpose. In the event the Association so consents to any Special Assessment, the Board shall, within ten (10) days after the date of the special meeting held therefor, give each Owner of a Parcel written notice of the Special Assessment. The Special Assessment shall be levied upon all of the Parcels, and such notice shall set forth (i) the amount of the Special Assessment, (ii) such Owner's Proportionate Share, (iii) the total amount due from such Owner, which shall equal the product of the foregoing clauses (i) and (ii), and (iv) the times and manner for payment thereof.

Section 7.05 <u>Parcel Assessments</u>. The costs of maintenance, replacement or repair required by Section 9.02(b) hereof, and/or the cost of enforcement of this Declaration pursuant to Section 9.02 hereof, incurred by the Association shall be assessed against the Parcel(s) upon which such maintenance, replacement or repair, or against the Parcel(s) reasonable discretion of the Board, benefitting from such maintenance, replacement or repair, or against the Parcel(s) against which such enforcement is sought, as the case may be. Any such Parcel Assessment shall be apportioned among the Parcel(s) involved in the manner determined appropriate by the Board in its sole discretion. If no allocation among the Parcel(s) involved in the manner determined appropriate by the Board in its sole discretion. If no allocation is made, such Assessment shall be uniformly assessed against all of such Parcel(s). The Board shall send the Owner(s) is made, such Assessment shall be uniformly assessed against all of such Parcel(s). The Board shall send the Owner(s) for such of any Parcel(s) subject to a Parcel Assessment written notice thereof, which notice shall set forth the reasons(s) for such parcel Assessment, the amount of such Parcel Assessment applicable to such Owner's Parcel and the time and manner payment thereof. Any such Parcel Assessment shall not constitute either an Annual Assessment or a Special

Assessment, but shall be a lien on such Parcel(s) and the obligation of the Owner(s) thereof and shall become due and payable in all respects, together with interest and fees for the cost of collection, as provided in Sections 7.07 and 7.08 hereof, and shall be subordinate to mortgage liens to the extent provided by Section 7.11 hereof.

- Section 7.06 <u>Board Discretion.</u> Subject to any Member approvals required hereunder, the Board shall fix any Assessment in its reasonable discretion, and the decision of the Board regarding any Assessment shall be dispositive.
- Section 7.07 Payment of Assessments. Each Owner shall pay any Annual Assessment, Special Assessment or Parcel Assessment levied against such Owner's Parcel commencing on the date or dates fixed by the Board, and in advance in installments, as determined by the Board and set forth in the written notice to the Owners announcing such Annual Assessment, Special Assessment or Parcel Assessment.

Section 7.08 Non-Payment of Assessments.

- (a) In the event any Owner shall fail to pay-all or any portion of any Assessment within ten (10) days after the due date for such payment established by the Board, the Association shall send such Owner written notice of such failure. In the event such Owner shall continue to fail to pay any Assessment within ten (10) days of the date of such notice, the Association shall have a lien on the Parcel owned by such Owner for the amount of any such deficiency. After the expiration of such ten (10) day period, the Association may file a claim of such lien in the Washtenaw County Records. Such claim shall be executed by an officer or duly designated agent of the Association, and shall set forth a legal description of the encumbered Parcel, the name of the Owner(s) of such Parcel and, amount of the deficiency, the date when due and a statement that such lien shall apply to the interest and other sums specified in Section 7.08(b) hereof. Upon full payment of all sums secured by such claim of lien, including any such interest or other sums, the Association shall, within five (5) days thereafter, record a discharge of such lien.
- (b) If the deficient portion of such Assessment is not paid within thirty (30) days after the date when due, such deficiency shall bear interest from the date due at the rate of ten percent (10%) per annum, and the Association may at any time thereafter bring an action to foreclose the lien against the Parcel(s) in like manner as a foreclosure of a mortgage on real property, and/or a suit on the obligation against the Owner(s) of such Parcel(s). For purposes of any such action or suit, such deficiency shall include such interest at such rate through the date of any judgment and the cost of preparing and filing and pursuing the complaint in such action or suit, including, without limitation, reasonable attorneys fees and disbursements.
- Section 7.09 <u>Allocation of Assessments</u>. All Annual Assessments and Special Assessments shall be allocated among the Parcels in accordance with each Parcel's Proportionate Share.
- Section 7.10 <u>Duties of the Board</u>. Upon the determination of the amount of any Assessment, the Board shall prepare a roster of the Parcels and the portion of such Assessment applicable thereto, which roster shall be kept in the office of the Association and shall be open to inspection by any Owner. The Association shall, upon demand at any time, furnish to any Owner liable for any Assessment a certificate signed by an officer of the Association, setting forth the amount of such Assessment applicable to the Parcel of such Owner and whether such Owner has paid such Assessment.
- Section 7.11 <u>Subordination to Lien of Mortgages.</u> The lien for any past due Assessment shall be subordinate to the lien of any first mortgage to a federal or state chartered bank, life insurance company, federal or state savings and loan association, licensed mortgage company or real estate investment trust. Such subordination shall apply only to past due Assessments payable prior to a sale or transfer of such Parcel pursuant to a decree of foreclosure of such mortgage. No sale or other transfer shall relieve any Parcel from liability for any Assessment thereafter becoming due, nor from the lien arising out of the failure of any Owner to timely pay any such subsequent Assessment.
- Section 7.12 <u>Public Assessment</u>. With respect to any Public Assessment imposed on all Owners of Parcels in the Park for improvements within, or on behalf of, the Park, the portion of such Public Assessment applicable to each Owner shall be based upon the Proportionate Share for such Owner's Parcel. With respect to Public Assessments imposed on the Owners of Parcels in the Park by any governmental authority contrary to such manner of allocation, the Owners shall pay the Public Assessments imposed on them or their respective Parcels and submit evidence of payment of the same to the Association. The Association shall total the amount paid by all of the Owners of the Property for the Public Assessment and allocate such total among all the Owners based on each Owner's Proportionate Share. If such reallocation requires an Owner to pay more than the amount which was assessed against and paid by said Owner to a governmental entity pursuant to the Public Assessment, the Association shall assess a Parcel Assessment against such

Owner in the amount of such difference. From the Parcel Assessments collected from such Owners, the Association shall pay amounts due to any Owner based on the reallocation described herein. This reallocation shall not apply to charges, assessments or taxes other than Public Assessments.

ARTICLE VIII

RESTRICTIONS

Section 8.01 <u>Parcel Size.</u> No building or structure shall be established on any Parcel less than five (5) acres in area. No Parcel or other parcel on the Property shall be divided or subdivided without the prior written approval of the Board; provided, however, Developer shall have the right to divide any Parcel owned by Developer without Board approval. Developer approval shall not be required to combine existing Parcel E and Parcel F into a single Parcel.

Section 8.02 <u>General Restrictions.</u> All Parcel coverage ratios, setback and height requirements, signage, landscaping and similar building restrictions shall be the same as those contained in the Township zoning ordinance then in effect, unless a variance or other necessary Township approval is obtained.

Section 8.03 <u>Outdoor Storage</u>. No outdoor storage of materials and equipment (excepting passenger vehicles and light trucks) to be used in the principal business conducted by any Owner on its Parcel, or products resulting from business is permitted. All such materials, equipment, and products for any permitted use shall be stored entirely within closed buildings or other approved structures.

Section 8.04 <u>Nondisturbance</u>. Excepting Transient Noise and Construction Noise, no buildings or structures on any Parcel, or the use of any such Parcels are permitted which will produce sound at a level in excess of fifty-five (55) decibels (as measured at any Parcel line) as determined by instruments, or lint, glare, odor, fumes, or vibration which are discernible at a lot line without the aid of instruments. Uses which have the potential of producing any of the above disturbances may be permitted if adequate measures are taken within the buildings or structures located on any such disturbances may potential disturbances to levels which are not discernible at a lot line without the aid of instruments.

Section 8.05 <u>Drainage and Water Retention.</u> All improvements within the Park shall comply with the all applicable governmental storm drainage and storm water retention requirements. For purposes of drainage, water retention and groundwater recharge, each Parcel or group of Parcels shall be developed with a drainage basin, a water retention pond or lake as required by the jurisdiction or governmental agency governing drainage. If planned as a unit, two or more or lake as required by the jurisdiction or governmental agency governing drainage basins is encouraged. No Parcels may be combined into a single drainage basin. The practice of combining drainage basins is encouraged. No Owner of a Parcel shall be required to submit any drainage or water retention plans to the Board or Developer for approval.

Section 8.06 <u>Utilities.</u> All electrical and telecommunication transmission lines within the Park, other than those existing as of the date of this Declaration, shall be installed and maintained underground to the extent practicable, as determined by the Board.

Section 8.07 Restrictions and Covenants Running with the Property. The foregoing agreements, covenants, conditions and restrictions shall constitute a servitude in and upon the Property and every part thereof, shall run with the Property and inure to the benefit of and be enforceable by the Developer, its successors and assigns, the Association, and any Owner (including the Developer); provided, however, once the Developer is no longer an Owner, the Developer may maintain an action to enforce this Declaration in its capacity as Developer only if the Developer reasonably believes may maintain an action to enforce this Declaration in its capacity as Developer only with applicable legal requirements, or to that it is necessary to do so to protect itself from possible liability, to compty with applicable legal requirements, or to further a purpose relating to the development and sale of Parcels within the Park. The failure by any eligible person or further a purpose relating to the development and sale of Parcels within the Park. The failure by any eligible person or further a purpose relating to the development, condition, obligation, reservation, right, power or charge herein contained shall entity to enforce any restriction, covenant, condition, obligation, reservation, right, power or charge.

ARTICLE IX

MAINTENANCE; ENFORCEMENT

Section 9.01 Owner Maintenance Responsibilities. Each Owner shall be responsible, at such Owner's sole cost and expense, for maintenance, repair and replacement of the interior and exterior of the building or buildings and all other

structures and improvements located on such Owner's Parcel, including, without limitation, the complete obligation to maintain all buildings, landscaping, parking areas, site lighting within parking areas, wells, water lines, sanitary disposal systems or other structures located on each Parcel in good and sufficient repair, in accordance with the maintenance standards set forth in Section 9.03 hereof, and shall keep the exterior of any such building or other structures properly maintained and in well-kept and aesthetically pleasing condition at all times. Maintenance, repair and replacement of shared access drives and shared parking areas shall be apportioned between or among the benefitted Parcel Owners, in proportion to the areas of their respective Parcels. The maintenance and enforcement functions of the Association set forth in Section 9.03 hereof shall be administered and performed by the Association acting through its Board.

Section 9.02 Association Maintenance Responsibilities.

- (a) The Association shall be responsible, at its sole cost and expense, for maintenance, repair and replacement of all improvements located within the Common Area, including, without limitation, roads, landscaping, footpaths and bike paths, private rights-of-way and utilities not maintained by any governmental agency or public utility. The Association's expenses shall not include the costs incurred by the Developer for extending connections for certain utility services along Jomar Drive as provided in Section 5.02(a) or for providing the sign at the entrance of Jomar Drive as provided in Section 4.02, but the Association's expenses shall include the cost for all other Common Area improvements not in existence upon the execution of this Declaration by the Developer including, without limitation, installation of lighting along Jomar Drive if required by the Township or agreed to by the Board.
- (b) The Association shall not be initially responsible for performing any maintenance, repair or replacement of the buildings, structures or other improvements on any Parcel which is not part of a Common Area, or for trash removal from any Parcel. The Association, however, by acting through the Board and in order to avoid blight and preserve the beauty, value and quality of the Park, shall have the right to assume the exterior maintenance, repair and replacement responsibilities of any Owner failing to comply with Section 9.01 hereof, including, without limitation, painting, roof repair and replacement, repair or replacement of gutters and/or down spouts, repair of exterior building surfaces, and yard cleanup, landscaping and/or maintenance; provided, however, the Owner shall be notified and given an opportunity to cure the alleged nonconformance as provided herein. The members of the Board shall from time to time observe site and landscape maintenance within the Park. In the event that the Board determines, in the exercise of reasonable discretion and by majority vote of members of the Board in attendance at a meeting thereof specifically called for such purpose, that the maintenance of a Parcel does not conform to the standards set forth in Section 9.03 hereof, the Board shall send written notice to the Owner of such Parcel setting forth the nature of the nonconformance and requesting a plan for remediation of such nonconformance. In the event such Owner fails to commence such remediation within fifteen (15) days after the date of such notice, the Board may, on behalf of the Association, cause such remediation to occur at such Owner's expense and may treat the charge as a Parcel Assessment.

Section 9.03 Maintenance Standards. The Board shall have the responsibility to administer and enforce the following maintenance standards:

- (a) All trash and garbage shall be placed in designated containers, or within each Owner's Parcel contained service area and all trash areas shall be screened and properly landscaped. The size of containers shall be set by the Board and any schedule for trash removal shall reflect the capacity of the local agencies for trash removal. Yards and landscape areas shall be kept free of trash, leaves and dead landscaping materials.
- (b) All landscaped areas, including, without limitation, sodden areas, shall be regularly irrigated, as required, and shall receive regular maintenance including trimming, fertifization, mowing and replacement of diseased plant materials, as required. All irrigation systems shall be underground, automatic, kept in good repair. Perimeter landscaping shall be maintained so as to avoid blight and preserve the beauty, quality and value of the Park and to maintain a uniform and sightly appearance.
- (c) All parking lots, sidewalks, and other hard surface areas shall be swept and cleaned regularly and cracks and damaged areas of sidewalks shall be repaired or replaced as required by the Parcel Owner. Damaged or eroding areas of any parking surface shall be replaced as required and an overall resurfacing of any parking area shall be done as necessary. Broken bumper stops and/or curbing shall be replaced as required and drainage inlets, storm sewers and any surface drainage facilities shall be maintained in good repair and shall remain clear of debris so as to enable the proper flow of water.

- (d) Levels of light intensity in the parking areas of all exterior walkways shall be maintained at safe levels and bulbs shall be replaced expeditiously as failure occurs. Light standards shall be maintained in good repair and shall be kept functional at all times.
- (e) All exterior surfaces shall be maintained (including, without limitation, painting, where appropriate) on a regular schedule as required, to maintain exterior appearance in a clean, neat and orderly manner.
 - (f) All signs shall be maintained in good repair so as to be clear and legible.
- The Ponds and any fountains, pumps and other structures located within the Ponds shall be repaired and maintained by the Owners of any Parcel containing the Ponds in good condition and in accordance with any Township requirements and in a manner necessary to satisfy minimum fire suppression requirements of all Parcels within the Park. Any decision regarding the Ponds shall be made by the Owner of any Parcel within which all or part of the affected Pond is located. The Owner of any Parcel containing a Pond shall have the right to make decisions and take action at such Owner's expense concerning any matters pertaining to said Ponds, including the selection and installation of fountains in such Ponds. All Owners agree to pay upon demand their Proportionate Share of any costs or expenses incurred by any Owner whose Parcel includes all or part of a Pond, if such costs or expenses are incurred solely for Pond maintenance or upkeep relating to fire suppression or fire suppression preparedness. If an Owner whose Parcel contains a Pond fails or refuses to maintain the Ponds in accordance with applicable legal requirements and/or in a manner necessary to satisfy minimum fire suppression requirements for all Parcels within the Park, the Association shall do so, then assess the cost thereof to all Owners based upon their respective Proportionate Shares; provided, however, the affected Owner shall receive prior written notice of the Association's proposed action and shall have the right to approve such action, which approval shall not be unreasonably withheld, conditioned or delayed. Except for payment of their Proportionate Share as provided herein, the Owner of a Parcel containing a Pond shall in no event be liable to the Developer, the Association, any other Owner, or any other party, for any failure to maintain any Pond on its Parcel in accordance with applicable legal requirements and/or in a manner necessary to satisfy minimum fire suppression requirements for any Parcels within the Park. Fire suppression shall have the definition set forth in Section 5.07.

Section 9.04 <u>Enforcement of Declaration</u>. The Association shall, by acting through the Board, have the right to take any action accessary to ensure and enforce compliance by each Owner with the covenants and restrictions contained in this Declaration.

Section 9.05 <u>Inaction</u>; <u>Easement</u>. The Association shall not be compelled to take any action pursuant to either Section 9.02(b) or 9.04 hereof, and the failure of the Association to take any such action shall not be deemed a waiver of the Association's right to take any such action at a future time nor shall the Association be liable to any Owner or any other person or entity for failure to take any such action. The Association shall have the easements in furtherance of such other person or entity for failure to take any such action. The Association shall have the easements in furtherance of such right established in Section 5.04 hereof and no exercise of such right shall be deemed to be a trespass or other infringement of the rights of any Owner, lessee or other person or entity and shall not render the Association liable to any person or entity whatsoever on account of such exercise.

ARTICLE X

GENERAL PROVISIONS

Section 10.01 <u>Duration</u>. The Covenants, Conditions and Restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and be enforceable by the Developer (as provided in Section 8.07 herein), the Association or the Owner of any Parcel subject to this Declaration, their respective legal representatives, heirs, the Association or the Owner of any Parcel subject to this Declaration, their respective legal representatives, heirs, the Association or the Owner of any Parcel subject to this Declaration is received, after which time the successors and assigns, for a term of lifty (50) years from the date this Declaration is received, after which time the successors and restrictions of this Declaration shall automatically be extended for successive ten (10) year periods unless an instrument signed by the the Owners holding an aggregate Proportionate Share of greater than or equal to two-thirds an instrument signed by the the Owners holding an aggregate Proportionate Share of greater than or equal to two-thirds (2/3rds) shall have been recorded, agreeing to change or terminate this Declaration in whole or in part.

Section 10.02 <u>Remedies for Violation</u>. Except as otherwise provided herein, violation or breach of any condition, covenant or restriction herein contained shall give the Developer (as provided in Section 8.07 herein), the Association or any Owner, in addition to all other available remedies, the right to proceed at law or in equity to compel compliance with the terms of the Declaration, and to prevent the violation or breach of any of the covenants and restrictions contained

herein, and the expense of such litigation (including, without limitation, reasonable attorneys' fees and disbursements) shall be borne by the losing party.

Section 10.03 Notices. Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed by first class mail, postage prepaid, to the last known address of the person or entity who or which appears as the Owner on the records of the Association at the time of such mailing.

Section 10.04 <u>Severability</u>. Invalidation of any of the provisions of this Declaration by operation of law, the judgment of any court having jurisdiction or any other reason shall in no way affect the validity or enforceability of any other provision of this Declaration.

Section 10.05 <u>Conflicts</u>. To the extent that there is any conflict between this Declaration and the zoning ordinance for the Township, the more restrictive of this Declaration or such ordinance shall control.

Section 10.06 <u>Amendment.</u> This Declaration may be amended at any time and from time to time with the consent of Owners having an aggregate Proportionate Share of two-thirds (2/3rds) or greater. Any such amendment shall be effected by execution and recordation of an instrument setting forth such amendment, executed by an officer of the Association authorized by the Board to do so.

Section 10.07 <u>Usage.</u> Whenever used, the singular shall include the plural and the singular, and the use of any gender shall include all genders.

Section 10.08 <u>Effective Date.</u> This Declaration shall become effective upon its recordation in the Washtenaw County Records.

Section 10.09 <u>Counterparts</u>. This Declaration may be executed in one or more counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument.

ARTICLE XI

CONSENT

Each individual and entity whose name appears below owns an interest in the Property, and each is executing this Declaration to confirm their acknowledgment, consent and agreement to all agreements, covenants, restrictions, terms and conditions contained in this Declaration, and to subject and burden that portion of the Property which they own to this Declaration in all respects. Each such individual and entity represents and warrants that their interest in the Property is not subject to any mortgage or similar lien or encumbrance.

IN WITNESS WHERE OF, the record fee simple title holders of the Property on the date hereof have executed this Declaration as of the day and year first above written.

[Signatures begin on the next page]

WITNESSES:	DEVELOPER:		
Plaine M. Kavida ELAINE M. KAVIDA Datricia tellous Potricia Fellous	By: JOSEPH MARTIN, Trustee Authorized Member		
STATE OF MICHIGAN)SS COUNTY OF On this day of August 2000, before me pers sworn, did say that he is the Authorized Member of J the company named in and which executed the within company.	onally appeared JOSEPH MARTIN, Trustee, who being by me duly EM CONSTRUCTION, LLC, a Michigan limited liability company, instrument, and that said instrument was signed on behalf of said		
ELAINE M. RAVIDA Notary Public, Wayne County, MI My Commission Expires 03/15/2004	County, Michigan My Commission Expires:		
WITNESSES:	LAND CONTRACT PURCHASER OF PARCEL A: HORIZON DEVELOPMENT COMPANY, LLC, a Michigan limited liability company		
·	By: Name: Title:		
STATE OF MICHIGAN)SS COUNTY OF) On this day of August 2000, before me per by me duly sworn, did say that he is the LLC, a Michigan limited fiability company, the compa instrument was signed on behalf of said company.	ny named in and which executed the within instrument, and that said		
	, Notary Public County, Michigan My Commission Expires:		

WITNESSES:	OWNER OF PARCEL B:
	KATHERINE NOHR
STATE OF MICHIGAN) SS	
COUNTY OF	and the second s
On this day of August 2000, be same person described in and who executed and deed.	efore me personally appeared KATHERINE NOHR, to me known to be the d the within instrument, and who acknowledged the same to be her free act
	Notary Public,
	My Commission Expires:
WITNESSES:	OWNER OF PARCELS E and F:
Williams.	BALANCE TECHNOLOGY, INC., a Michigan corporation
	By: THOMAS PLUNKETT Its: President
STATE OF MICHIGAN)	
COUNTY OF	
On this day of August 2000, be same person described in and who execute and deed.	efore me personally appeared THOMAS PLUNKETT, to me known to be the ed the within instrument, and who acknowledged the same to be his free act
	Notary Public,
	My Commission Expires:
	tri Commission - In the

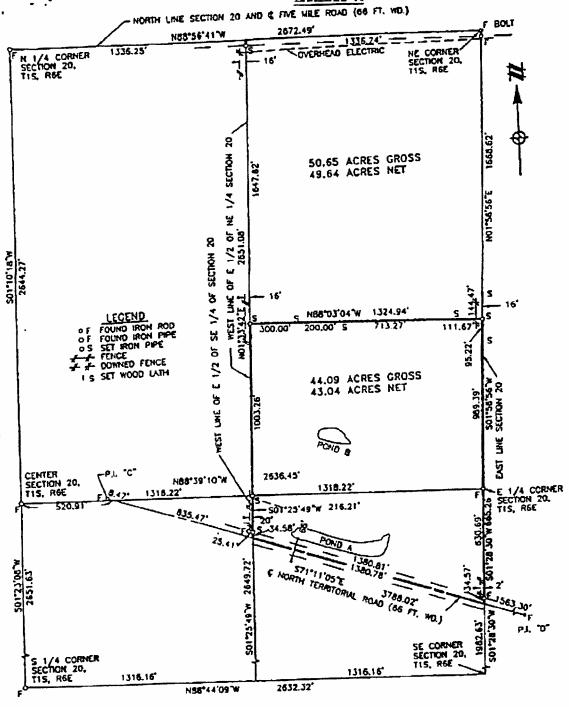
WITNESSES:	PROSPECTIVE OWNER OF PARCEL C
Patricia Follows	By: THOMAS M. BLOOM Its: Manager
STATE OF MICHIGAN	
) \$5 	
	ersonally appeared THOMAS M. BLOOM, to me known to be the n instrument, and who acknowledged the same to be his free act
	Notary Public Notary Public Notary Public
	My Commission Expires:

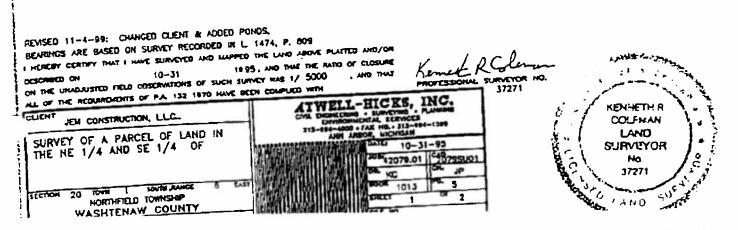
Drafted by and when recorded return to:

Gregg A. Nathanson, Esq. Couzens, Lansky, Fealk, Ellis, Roeder & Lazar, P.C. 39395 W. Twelve Mile Road, Suite 200 P.O. Box 9057 Farmington Hills, Michigan 48333-9057

O:\BMB\jomaridc.wbp

ELAINE M. RAVIDA Notary Public, Wayne County, MI My Commission Expires 03/15/2004 EXHIBIT A





BEGINNING at the E 1/4 corner of Section 20, IIS, R6E, Northfield Township, Washtenow County, Michigan; thence S01*28'30'W 665.26 feet along the east line of said Section; thence N71*11'05'W feet along the centerline of North Territorial Road; thence 1380.78 feet along the west line of the E 1/2 of the SE N01*25'49'E 250.79 feet along the west line of the E 1/2 of the SE 1/4 of said Section to the E-W 1/4 line of said Section; thence 1/4 of said Section to the E-W 1/4 line of said Section thence N01*33'42'E 1003.26 feet; thence S88'03'04"E 1324.94 feet; thence S01*56'55'W 989.39 feet along the east line of said Section to the S01*56'55'W 989.39 feet along the east line of said Section to the Place of Beginning, being a part of the E 1/2 of the NE 1/4 and Place of Beginning, being a part of the E 1/2 of the NE 1/4 and the Place of the E 1/2 of the SE 1/4 of said Section 20, containing port of the E 1/2 of the SE 1/4 of said Section 20, containing to the rights of the public over the southwesterly 33.00 feet to the rights of the public over the southwesterly 33.00 feet thereof as accupied by North Territorial Road, lagether with and subject to easements and restrictions of record, if any. subject to easements and restrictions of record, if any.

DESCRIPTION OF 33' ROAD R.O.W. (NORTH 1/2 OF N. TERRITORIAL ROAD)

COMMENCING at the East 1/4 corner of Section 20, T1S, R6E, Northfield Township, Washtenow County, Michigan; thence S01°28'30"W 630.69 feet along the East line of said Section for a PLACE OF BEGINNING; thence continuing 'S01°28'30"W 34.57 feet along soid East tine; thence N71°11'05"W 1380.78 feet along the centerline of North tine; thence N71°11'05"W 1380.78 feet along the West line Territorial Road; thence N01°25'49"E 34.58 feet along the West line of the East 1/2 of the Southeast 1/4 of said Section; thence of the East 1/2 of the Southeast 1/4 of said Section; thence of the Place of Beginning, being a part of the Northeast 1/4 Road to the Place of Beginning, being a part of the Northeast 1/4 of the Southeast 1/4 of said Section 20, containing 1.05 acres of land, more or less, tagether with and subject to easements and restrictions of record, if any.

WITHESSES

N 1/4 CORNER SECTION 20

FOUND 1" IRON PIPE WITH PIECES OF BRICK ARGUND IT
32" OAK 33.60 SET PK IN W. FACE
16" PINE 540"W 30.24 SET PK N. FACE
26" WILLOW 520"E 29.88 SET PK W. FACE
4" ELM N45"E 30.31 FO. HAR & BOSS WASHER NW FACE

FOUND 1/2" IRON BAR 6" BELOW BITUMINOUS SURFACE NORTH 1.2
FOUND 1/2" ROO HORTH 1.2
FOUND 1/2" ROO NGO"E 51.95 PK
42" OAK SSO"E 70.25 PK
ITELITY POLE NE CORNER OF CONC. HEADWALL N75"N 45.90
S. LEG OF "ARRON" SICN N65"W 31.69 17.49 51.95 PK S. SIDE 70.25 PK NE SIDE

HE CORNER SECTION 20

FOUND BOLT 10" HICKORY 24" CHERRY MULTIPLE WILLOW N75°E 3"X8" 33.00 CAPPED REBAR

34.37 FD HAIL HE FACE 59.42 FD HAIL S. FACE 48.34 FD HAIL & WASHER

E 1/4 CORNER SECTION 20

FOUND 1 1/2" RON PIPE 9.75 SET PK E. FACE 57.51 SET PK E. FACE 65.04 FD PK S. FACE 71" CHERRY HON PIPE 14' TRIPLE CHERRY SOS'E 8. LAIN ETM 15.80 FD NAIL E FACE SUGE E

P.L. "D"

FOUND 3/4" IRON BAR UTBUTY POLE SJ5"E 67,74 SET PK N, FACE 1.4 SOUTH S'LY EDGE OF BITULINOUS CENTERLINE N'LY RR CROSSING POST 104.5 43.0 580W STEEL FENCE CORNER

CENTER SECTION 20

50.20 FD PK N, FACE 38.12 FD PK NE FACE 57.20 FD PK E. FACE 28.38 FD PK E. FACE FOUND 1/2" IRON PIPE 20" OAK \$50"# 73" OAK \$40"E 20" OAK 32" OAK 12" CHERKY 10" ELM N65 W

S 1/4 CORNER SECTION 20

FOUND 6" X 1/2" IRON PIPE STUCK 2 1/2" IN GROUND IN OLD E-N FENCE ON EAST SIDE OF CREEK. PULLED PIPE AND FOUND NOTHING METALIC BUT BITS OF FENCE WIRE IN AREA. REPLACED PIPE.

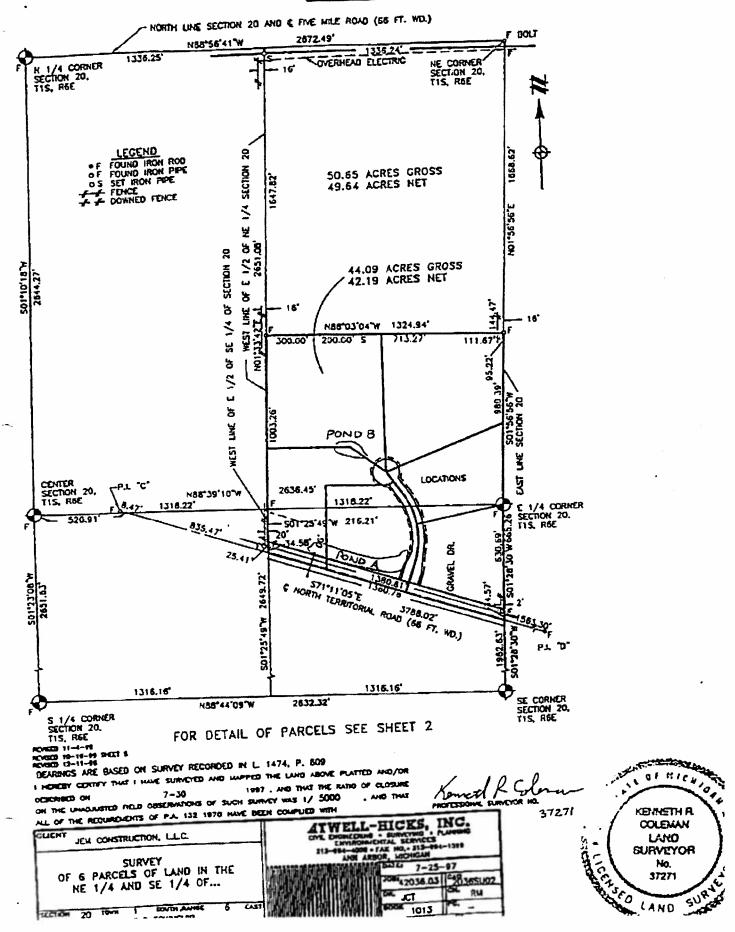
14"X16" TWIN COTTONWOOD HORTH HSO'E

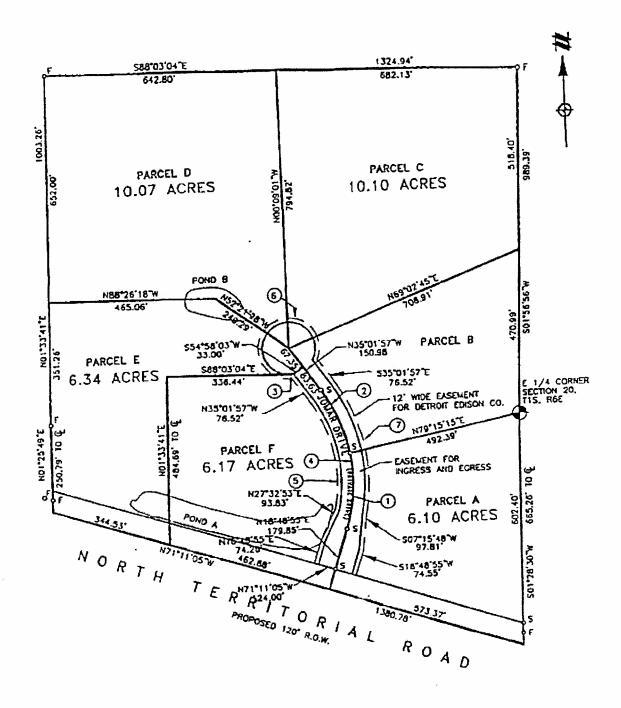
22.20 FD PK SE SIDE 16.28 FD PK N. SIDE 11.78 FD PK SE SIDE 15 ELM 6 ELM 48 WILLOW NEO E 17.08 SET DOL HEAD HAR N. SIDE VI.6

N-5 HIGHWAY FENCE WEST FOUND IRON PIPE IN FENCE EAST

OCHO MISILI I III	TOTAL THEY INC.
LIENT JEW CONSTRUCTION, LLC	ATWELL-HICKS, INC.
SURVEY OF 2 PARCELS OF LAND IN	213-014-000 - FAX NO. 213-014-1300 ANN ARROW, WICHGAM
THE NE 1/4 AND SE 1/4 OF	42079 15879SUD
E W	1 100K 1013 Pa. 5
HORTHFIELD TOWNSHIP	ANTIQUALITY 2 00 2
WASHTENAW COUNTY	FRE HO. 503-267A

EXHIBIT B





			CHORD	BEARING	DELT
	RADIUS	LENGTH	218.82	NO4"44"35"E	28.08.33
CUINE	450.00	221.03	200,20	N72"10"45"W	25*42 8
	450.00	201.69		N86'30'37'E	10.25,38
	75.00	14.24	.22	508'06'31 E	53'50'51
	430.00	422.92	407.52	N11727'05 W	7'09'
4	405.00	333.37	324.04	N54"58"03"E	297'42'19
5	87.00	452.05	90.00	511702'17'E	47'59'19"
6	493.00	414,59	402.58	311.04	
			CIVIL DIS		
	SURVEY) E	AND ARBOR, MICHIGAN	
0F 6 PA	SURVEY RCELS OF LANG 4 AND SE 1/4	IN THE) E	AND ARBOR, MICHIGAN	25-97

DESCRIPTION OF A 6.10 ACRE PARCEL OF LAND (PARCEL A)

DESCRIPTION OF A 6.10 ACRE PARCEL OF LAND (PARCEL A)

BEGINNING at the East 1/4 comer of Section 20. T1S, RGE, Northfield Township, Wonthermore SO1728 30°W 655.26 feet along the East Line of soid Section 20; thence N1711105W 5172.85 feet along the centerine of Morth Terriforial Road [20] feet propagat]; thence R181487357 173.85 feet along the centerine of Jamor Driver; thence continuing 221.03 thence R181487357 173.85 feet along the centerine of Jamor Driver; thence continuing 221.03 thence R181487357 173.85 feet along the centerine of Jamor Driver; thence continuing 221.03 thence R181487357 173.85 feet along the centerine of Line of Section 20, containing 6.10 acres of Beginning, being real stong soid centerine with a 12 foot experient in fever of Detroit Edison Company, described 35: Dorth of the Southerst with a 12 foot experient in fever of Detroit Edison Company, described 35: Commencing at the East 1/4 center of Section 20, containing 6.10 acres of land, more of less, being subject to and together with a 12 foot experient in fever of Detroit Edison Company, described 35: Commencing at the East 1/4 center of Section 20; TS REF. Northfield formation, Westheraw Strong County, Lichigary thence S017237W 602.0 feet along the feat the control of the County of the County the County there is 1/4 center of Section 20; TS REF. Northfield formation 20; Terriforial Road for a PULCE OF BEGINNING; thence H1874855E 7.42.26 feet; thence so soil feet thence 333.37 feet along the arc of a northfield formation circular curve to the right, radius 37.00 feet, thence 452.05 feet along the arc of a northfield formation circular curve to the right, radius 38.00 feet, chard become SOT 1548487 97.81 feet; thence 352.01 feet; thence 3527154835E 77.4.25 feet; thence 3527154835E 77.4.25 feet; thence SOT 154848 97.81 feet; thence SOT 154848 97.81 feet along the arc of a northfield formation curve to the right, radius 38.00 feet, chard bearing 18.00 feet, thence NSO13737W 33.51; feet thence SOT 15484W 97.81 feet thence SOT 15484W 97.81

DESCRIPTION OF A 5.31 ACRE PARCEL OF LAND (PARCEL B)

DESCRIPTION OF A 5.31 ACRE PARCEL OF LAND (PARCEL B)

BEGINNING at the East 1/4 corner of Section 20, 113, R6E, Northfield Township, Washkerner Courty, Michigen thence 579713/15/W 492.39 feet; thence 201.89 feet along the conterfine of Jones Drive and the ore of a circular curve to the left, radius 450.00 feet; chard bearing of Jones Drive and feet thence \$30715/W 190.38 feet; thence M69702457 for 10.38 feet for 10.38 fee

edecinents and	
REVISED 11-4-99 REVISED 12-11-98	ATWELL-HICKS, INC.
JEM CONSTRUCTION, LLC.	CIVE ENGINEERING - SURVEYERS LOVINGORACINIAL SERVICES 313-454-4000 - FAX NG 315-454-1316
SURVEY OF 6 PARCELS OF LAND IN THE NE 1/4 AND SE 1/4 OF	7-23-97 2036.03 203659102 58 JCT CK RM
SECTION 20 TOWN SOUTH AMOST & EAST	1013 11 J

DESCRIPTION OF A 10.10 ACRE PARCEL OF LAND (PARCEL C)

DESCRIPTION OF A 10.07 ACRE PARCEL OF LAND (PARCEL D)

DESCRIPTION OF A 10.07 ACRE PARCEL OF LAND (PARCEL D)

Commy, hickingon; thence NO1756'56' 983.39 feet along the East line of said Section 20; thence NO2704' 682.13 feet for a PALCE OF BECRNANC, thence SCO0701'E NO2721'28' ACRE SCO0701'E NO2721'28' ACRE SCO0701'E NO2721'28' ACRE SCO0701'E NO77334' 652.00 feet doing the West fine of the East 174 of Social Feet; thence NO3736' 672.00 feet doing the West fine of the East 174 of the Northcost 174 of soid Section 20; thence S80'0'0'4E 642.80 feet to the Place of Beginning, being part of the Northcost 174 of soid Section 20, containing 10.00 cores of land, mare or less, being part of the Northcost 174 of soid Section 20, containing 10.00 cores of land, mare or less, being part of the Northcost 174 of soid Section 20, containing 10.00 cores of land, mare or less, being part of the Northcost 174 of soid Section 20, containing 10.00 cores of land, mare or less, being part of the Northcost 174 of soid Section 20, containing 10.00 cores of land, mare or less, being part of the Northcost 174 of Section 20, containing 10.00 cores of land, mare or less, being containing the land of the Section 20, the Section 20

REVISED 11-4-99 REVISED 12-11-98

REVISED 12-11-98	ATWELL-HICKS, INC.
THENT JEM CONSTRUCTION, LLC.	CIVE ENCHAPERING - SURVEYING - PLANNING ENVIRONMENTAL SERVICES 100 - 113 - 114 - 114 - 115
SURVEY OF 6 PARCELS OF LAND IN THE NE 1/4 AND SE 1/4 OF SECTION 20 TOWN 1 SOUTH ANDE 6 EAST NORTH-PELD TOWNSHIP	ANN ARSON, MICHELIA 3 DATE 7-23-97 308-42036.03 C46365U02 SE JCT OF RM

DESCRIPTION OF A 6.34 ACRE PARCEL OF LAND (PARCEL E)

DESCRIPTION OF A 6.34 ACRE PARCEL OF LAND (PARCEL E)

Commencing of the East 1/4 cerner of Section 20, 115, R6E, Northfield Township, Weatherner

County, Weatherner

10 (1909) The County of Section 20, 115, R6E, Northfield Township, Weatherner

11 (1909) The County of Section 20, 115, R6E, Northfield Township, Weatherner

12 (1909) The County of Section 20, 115, R6E, Northfield 20, 120 (seet proposed)

12 (1909) The County of Section 20, 115, R6E, Northfield 20, 120 (seet proposed)

12 (1909) The County of Section 20, 115, R6E, Northfield 21, 120 (seet proposed)

12 (1909) The County of Section 20, 115, R6E, Northfield 21, 120 (seet proposed)

13 (1909) The County of Section 20, 115, R6E, Northfield 21, 120 (seet proposed)

14 (1909) The County of Section 20, 115, R6E, Northfield 21, 120 (seet proposed)

15 (1909) The County of Section 20, 115, R6E, Northfield 21, 120 (seet proposed)

16 (1909) The County of Section 20, 115, R6E, Northfield 21, 120 (seet proposed)

17 (1909) The County of Section 20, 115, R6E, Northfield 20, 115,

REVISED 11-4-99 REVISED 12-11-98 ATWELL-HICKS, INC. CHIL ENGINEERING . SURVIVING . CHANGEMENTAL SERVICES JEM CONSTRUCTION, LLC. CUENT ANN AREOR MCHEGAN SURVEY 7-23-97 OF 6 PARCELS OF LAND IN THE 42036.03 70369.002 NE 1/4 AND SE 1/4 OF ... SE JCT 1013 MANUEL MENOL 20 FOR 1 PAL HORTHFIELD TOWNSHIP WITCHING COUNTY

DESCRIPTION OF A 6.17 ACRE PARCEL OF LAND (PARCEL F)

DESCRIPTION OF A 6.17 ACRE PARCEL OF LAND (PARCEL F)

Commencing at the Cost 1/4 corner of Section 20, 11s, R66, Northfield Township, Washtenow

County, Michigaet, Iheres \$11728'SOT 683.26 feet along the East line of soid Section 20;

thence N711'10'SN \$73,371est along the centerine of North Territorion Good (120 feet proposed)

thence N711'10'SN \$73,371est along the centerine of North Territorion Good (120 feet proposed)

thence N711'10'SN \$73,371est along the centerine of North Territorion Good (120 feet proposed)

to PLACE OF BECHNING; thence continuing N105'N 482.88 feet along \$100.01

318.44 feet; there Territorion Rood; thence R013'S14TE 48.69 feet; thence \$150'15'TE

318.53 feet; thence 11st 14.22 feet thence 815'35'N 178.35'STE 48.69 feet; thence \$150'15'TE

33.53 feet; thence 22.92 feet along the ord of a circular curve to the light, radius \$50.00 feet; chard

33.53 feet; thence 47.292 feet along the ord of a circular curve to the right, radius \$50.00 feet; chard

33.53 feet; thence 47.292 feet along the ord of a circular curve to the right, radius \$50.00 feet; chard

35.63 feet; thence of the East 172 of soid Section 20, containing 8.17 occas of land, more or less,

Beginning, being part of the East 172 of soid Section 20, containing 8.17 occas of land, more or less,

Beginning, being part of the East 172 of soid Section 20, containing 8.17 occas of land, more or less,

Beginning, being part of the East 90.00 feet; thence 180.71 occas of Section 20, 11s, R6. Northfield of soid

described or County, Lichigant thence \$9.72 feet doing the ord of a containing 8.77 occas of land,

washienary County, Lichigant thence \$9.72 feet doing the ord of a northogonade of foot right-ord-way fine of soid

washienary County, Lichigant thence \$9.72 feet doing the ord of a containing curve to

North Section 20, 11s, R6.

Northfield thence \$9.72 feet doing the ord of a northogonade of feet thence \$135'01'57'N

NORTH Section 20, 11s, R6.

Northfield thence \$0.72 feet doing the ord of a northogonade circular curve to

North

DESCRIPTION OF 60' ROAD R.O.W. (NORTH 1/2 OF N. TERRITORIAL ROAD)

Commencing at the East 1/4 corner of Section 20, T15, R6E, Northfield Township, Washlenow County, Michigan; thence \$01*28'30'W 602.40 feet along the East line of said Section 20 for PLACE OF BECHNING; thence continuing \$01*28'30'W 62.86 feet along wold East line of Section 20; thence N71*11'05'W 1380.78 feet along the centerline of North Territorial Road, of Section 20; thence N71*11'05'W 1380.78 feet along the west line of the East 1/2, of the Southeast 120 feet proposed; thence N01*25'48'E 62.87 along the West line of the East 1/2, of the Southeast 1/4 of soid Section 20; thence \$71*11'03'E 1380.83 feet to the Place of Beginning, being part 1/4 of soid Section 20, and being subject to conserved and restrictions if any.

REVISED 11-4-99 TVISED 12-11-98	ATWELL-HICKS, INC.
JEM CONSTRUCTION, LLC.	CHYPEDHALDITAL SERVICES
OF 6 PARCELS OF LAND IN THE	AN ASSOC SECRETAL 7-23-97
NE 1/4 AND SE 1/4 OF	37 JCY RM

WITNESSES

TEVISED LIENT	12-11-96	1	ATWELL-HI	CKS, INC.
	FIL 'U' FOURD 3/4" IRON BAR UTILITY POLE S'LY EDGE OF BITUMINOUS CENTERUNE N'LY RR CROS OST STEEL FENCE CORNER	535; 50U; 5800 N80 580°	TH 1.4	
	FOUND 1/2" MON BAR 6" NORTH EDGE OF BITUALNOU FOUND 1/2" ROB 42" OAK UTILITY POLE NE CORNER OF CONC. HEAS, LEG OF "ARROW" SIGN	HAST NGO'S	51.95 PK S. SIDE 70.25 PK NE SIDE	
	FOUND 6' X 1/2" IRON PAPE ON EAST SIDE OF CREEK. PA OF FENCE WIRE IN AREA. RE 14"X16" TWIN COTTONWOOD 15" ELM 48" WILLOW N-5 HIGHWAY FENCE FOUND IRON PAPE IN FENCE	HORTH HSO'E HSO'E SSS'W WEST	/2' IN CROUND IN OLD E- IND FOUND NOTIGING METAL 22.20 FD PK SE SIDE 16.28 FD PK N. SIDE 11.78 FD PK SE SIDE 17.08 SET OBL HEAD (30.5 50 1/2'	
	F 1/4 CORNER SECTION 20 FOUND 1 1/2" IRON PIPE 21" CHERRY 14" TRIPLE CHERRY 36" OAK 6" TWIN ELM	NO8"E 508"E NB2"E S06"E	9.75 SET PK E. FACE 57.51 SET PK E. FACE 65.04 FD PK S. FACE 15.80 FD NAZ. E FACE	
	CENTER SECTION 20 FOUND 1/2" IRON PIPE 20" OAK 32" OAK 12" CHERRY 10" ELM	550°W 540°E N65°W N40°W	50.20 FD PK N. FACE 38.12 FD PK NE FACE 57.20 FD PK E. FACE 28.38 FD PK E. FACE	
F 1	CORNER SECTION 20. OURD BOLT OF HICKORY 14° CHERRY UNITIPLE WILLOW 3"X8° CAPPED REBAR	5357E N75°E N357W SOUTH	34.37 FD HAIL NE FACE 59.42 FD NAIL S. FACE 48.34 FO NAIL & BOSS V 33.00	iasher
FO 32 16	1/4 CORNER SECTION 20 UND 1" IRON PIPE WITH PIECES " OAK " PINE 5" WILLOW " ELW	OF BRICK A N15W S40W S20°E N45°E	ROUMD IT 33.60 SET PK IN W. FACE 30.24 SET PK N. FACE 29.85 SET PK W. FACE 30.31 FD. NAIL & BOSS	

WENT JEW CONSTRUCTION, LLC.

SECTION 20 TOWN 1

SURVEY

OF 6 PARCELS OF LAND IN THE

NE 1/4 AND SE 1/4 OF...

DESCRIPTION OF A VARIABLE WIDTH EASEMENT FOR INGRESS, EGRESS AND PUBLIC UTILITY (JOMAR DRIVE)

Commencing at the East 1/4 corner of Section 20. T1S, R6E, Northfield Township, Washtenaw County, Michigant thence S01°28'30'W 602.40 feel along the East Line of said Section 20; thance N11°11'05'W 504.64 feet along the North proposed 60 foot right-of-way line of North Territorial N71°11'05'W 504.64 feet along the North proposed 60 foot right-of-way line of North Territorial Road (120 feet proposed) for a PLACE OF BECINNING; thence continuing N71°11'05'W 100.00 feet; thence N18°48'55'E 73.34 feet; thence N27°32'53'E 94.53 feet; thence 344.88 feet along the arc of nontangential circular curve to the left, radius 417.00 feet, chord bearing N11°20'20'W 335.14 a nontangential circular curve feet; thence N35°01'57'W 83.63; thence 402.90 feet along the arc of a nontangential circular curve to the right, radius 483.00 feet, thence 405.13 feet along the arc of a nontangential circular curve to the right, radius 483.00 feet, thence 405.13 feet along the arc of a nontangential circular curve to the right, radius 483.00 feet, thence 405.13 feet along the arc of a nontangential circular curve to the right, radius 483.00 feet, thence 405.13 feet along the arc of a nontangential circular curve to the right, radius 483.00 feet, thence 405.13 feet along the arc of a nontangential circular curve to the right, radius 483.00 feet, thence 405.13 feet along the arc of a nontangential circular curve to the right, radius 483.00 feet, thence 405.13 feet along the arc of a nontangential circular curve to the right, radius 483.00 feet, thence 405.13 feet along the arc of a nontangential circular curve to the right, radius 483.00 feet, thence 405.13 feet along the arc of a nontangential circular curve to the right, radius 483.00 feet, thence 405.13 feet along the arc of a nontangential circular curve to the right, radius 483.00 feet, thence 405.13 feet along the arc of a nontangential circular curve to the right.

DESCRIPTION OF A 12' WIDE UTILITY EASEMENT

Commencing at the East 1/4 corner of Section 20, T1S, R8E, Northfield Township, Washtenow County, Michigan; thence \$01°28'30'W 602.40 feet along the East Line of said Section 20; thence \$171°11'05'W 616.64 feet along the North proposed 60 foot right—of—way line of North Territorial Road (120 feet proposed) for a PLACE OF BEGINNING; thence N18°48'55'E 74.26 feet; thence N27°32'53'E 93.83 feet; thence 333.37 feet along the arc of a nontangential circular curve to the 127°32'53'E 93.83 feet; thence 333.37 feet along the arc of a nontangential circular curve to the right, radius 87.00 feet, chard bearing N11°27'05'W 324.04 feet; thence N35°01'57'W 76.52; thence 452.05 feet along the arc of a non-tangential circular curve to the right, radius 495.00 feet, chard bearing \$11°02'17'E 402.58 feet; thence circular curve to the right, radius 495.00 feet, chard bearing \$11°02'17'E 402.58 feet; thence 518'48'55'W 74.55 feet; thence N71°11'05'W 12.00 feet along the feet; thence \$18'48'55'W 74.55 feet; thence N71°11'05'W 12.00 feet along the feet; thence N07°15'48'E 97.19 feet; thence 405.13 feet along the arc of a nontangential circular curve to the left, radius 483.00 feet, chard bearing N11°00'11'W 393.36 feet; thence N35°01'57'W curve to the left, radius 483.00 feet; thence 405.13 feet along the arc of a nontangential circular curve to the left, radius 73.00 feet; thence \$35°01'37'E 83.63; thence 344.88 feet along feet, chard bearing \$11°20'20'E 335.14 feet; thence 527°32'53'W 94.53 feet; thence \$18*48'55'W 73.34 feet; thence N71°11'05'W 12.00 feet thence \$27°32'53'W 94.53 feet; thence \$18*48'55'W 73.34 feet; thence N71°11'05'W 12.00 feet thence \$27°32'53'W 94.53 feet; thence \$18*48'55'W 73.34 feet; thence N71°11'05'W 12.00 feet thence \$27°32'53'W 94.53 feet; thence \$18*48'55'W 73.34 feet; thence N71°11'05'W 12.00 feet thence \$27°32'53'W 94.53 feet; thence \$18*48'55'W 73.34 feet; thence N71°11'05'W 12.00 feet thence \$27°32'53'W 94.53 feet; thence \$18*48'55'W 73.34 feet; thence N71°11'05'W 12.00 feet thence \$27°32'53'W 94.

REVISED 11-4-99 REVISED 10-19-99 REVISED 12-11-98

ATWELL-HICKS, INC. CHICANA - SURVICTME - PLANMIN HYPROMICOTAL SURVICES 14-4000 - FAX 100.4 313-494-1319 ANN ASSOR, MICHIGAN CUENT JEM CONSTRUCTION, LLC. SURVEY 12-11-95 OF 6 PARCELS OF LAND IN THE 42035.03 C48355U02 NE 1/4 AND SE 1/4 OF ... JCT LOUTH RANCE 1013 HOOF T 70 NORTHFIELD TOWNSHIP HE COUNTY

SITE PLAN FOR:

ARVIN SANGO NORTH AMERICAN TECHNICAL CENTER

ARVIN SANGO, INC.

NORTHFIELD TOWNSHIP, WASHTENAW COUNTY, MICHIGAN

PROJECT CONTACTS

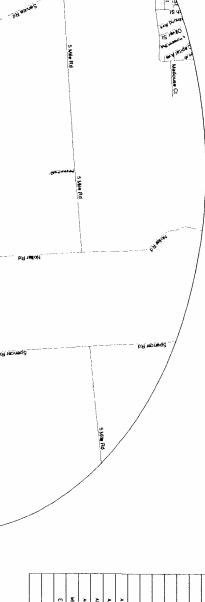
OWNER
ARVIN SANGO
CONTACT: THOMAS CHRISTEN
1308 BEDLER CT.
0XFORD, MICHIGAN, -8371
PH: (248)318-3252 DEVELOPER

ACS
CONTACT: MATT NYSSE
3330 UNIVERSITY AVENUE
SUITE 200
MADISON MI, 53705-2167
PH: (608)683 1590

ENGINEER

CONTACT: TIM CURRIE PE CIVIL ENGINEERING SOLUTIONS, INC P.O. 80X 243 NEW HUDSON, MI 48165 PH: (248)264-6906 FAX: (810)448-5903

3118



LANDSCAPE DETAILS	L 2
LANDSCAPE PLAN	6.1
SITE LICHTING CALCULATIONS	ES1-001
ENLARGED PLUMBING PLAN	MP4-102
BUILDING ELEVATIONS	AE2-001
EXTERIOR RENDERINGS	AE1-802
EXTERIOR RENDERINGS	AE1-801
FIRST FLOOR PLAN	AE1-100
SESC PLAN	\$.7
DETENTION CALCULATIONS	5.8
GRADING PLAN	5.5
UTILITY PLAN	5.4
SITE PLAN	5.3
TOPOGRAPHIC / DEMO PLAN	5.2
COVER SHEET	\$1
SHEET TITLE	SHEET NUMBER
סחבבו ואטבא	SILIC

CIVIL ENGINEERING SOLUTIONS, Inc.

,WI 53705 663-1590 Fax: (608) 663-1591

LANDSCAPE DETAILS	L 2
LANDSCAPE PLAN	E-1
SITE LIGHTING CALCULATIONS	ES1-001
ENLARGED PLUMBING PLAN	MP4-102
BUILDING ELEVATIONS	AE2-001
EXTERIOR RENDERINGS	AE1-802
EXTERIOR RENDERINGS	AE1-801
FIRST FLOOR PLAN	AE1-100
SESC PLAN	\$.7
DETENTION CALCULATIONS	S.6
GRADING PLAN	5.5
UTILITY PLAN	5.4
SITE PLAN	5.3
TOPOGRAPHIC / DEMO PLAN	5.2
COVER SHEET	51

P.O. BOX 243
5671 GRAND RIVER AVE.
NEW HUDSON, MI 48165
PH: (248)264-6506
FAX: (819)448-5903
Izawadd@civilengineeringsolutions.us

San Brand San	

2 SITE PLAN SUBMITTAL 4-13-2010 1 OWNER REVIEW 2-22-2010

GOVERNMENT AGENCY PERMITS

	IP OF NORTHFIELD, COUNTY OF WASHTENAW, STATE OF MICHIGAN
	Ó
	Ŧ
	**
	ਨ
	ži.
	I
	77
	Æ
	-
	Þ
	`~
	2
	o
	_
	7
	===
	2
	_
	0
	¥5.
	>
	~
	-
	₩.
	٠.
	===
	<u>m</u>
	2
	20-
	~
	<
	•
	S
	➣
	etti
	^
	~
	71
	7
	-
	7
	144
	#
	0
1	5.
	~
	4

EXHIBIT A LEGAL DESCRIPTION (SURVEYED LAND):

LEGAL DESCRIPTION

Per 1884 policy

OVERALL AREA MAP

WASHTENAW COUNTY, MCHIGAN, THENCE SOT 28 30 W, 665.36 PEET ALONG THE EAST LINE OF SALD SECTION 20; THENCE RIST 28 52 EET, ALONG THE CONTRIBUTION AD SALD SECTION 20; THENCE RIST 28 52 EET, ALONG THE CENTERLINE OF MORTH TERRITORIAL ROAD (120 FEET PROPOSED); THENCE RIST 28 SEET ALONG THE CENTERLINE OF MORTH TERRITORIAL ROAD (120 FEET PROPOSED); THENCE RIST 28 SEET ALONG THE CENTRULINE OF MORTH TERRITORIAL ROAD (120 FEET PROPOSED); THENCE RIST 28 SEET ALONG THE CENTRULINE OF MORAD BRIVE, THENCE CONTRIBUTION 22 SEET ALONG THE ARC OF A CIRCULAR CURVE TO THE PLACE OF BEGINNING, BEING PART OF THE SOUTHEAST QUARTER OF SALD SECTION 20 SEBJECT TO AND TOGETHER WITH A PRIVATE ROAD BASEAVERI DESCRIBED AS COMMERCING AT THE EAST QUARTER CORRESPONDED SECTION 20, THENCE AND SECTION 20, THE ARC DISTANCE AND SECTION 20, THE ARC DISTANCE SECTION 20, THE ARC DISTANCE AND SECTION 20, THE ARC DISTANCE SECTION 20, THE ARC DISTANCE AND SECTION 20, THE ARC DISTANCE

SHEET TITLE	DATE	SCALE	DRAWNBY		KEY PLAN	
				. 1		

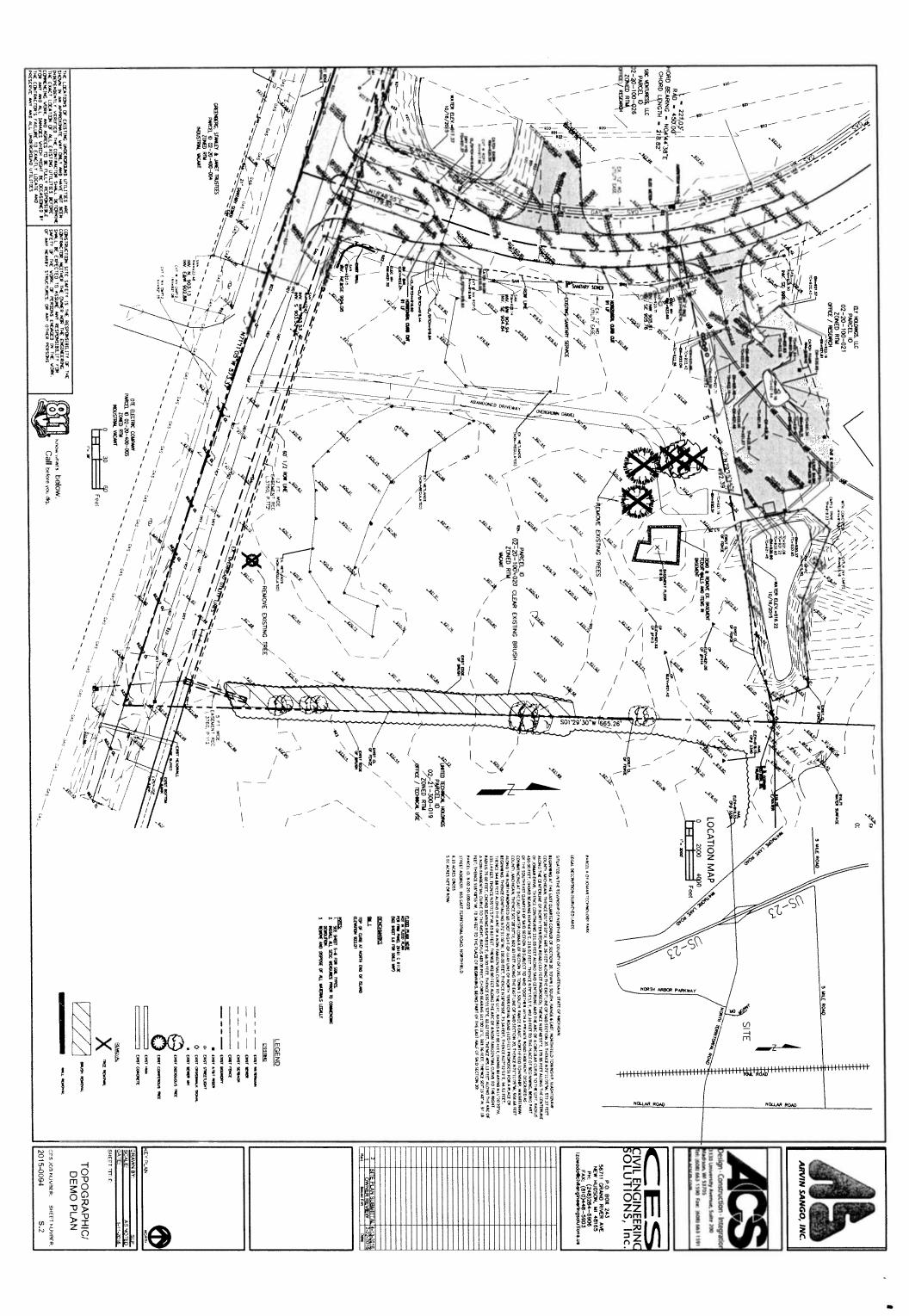


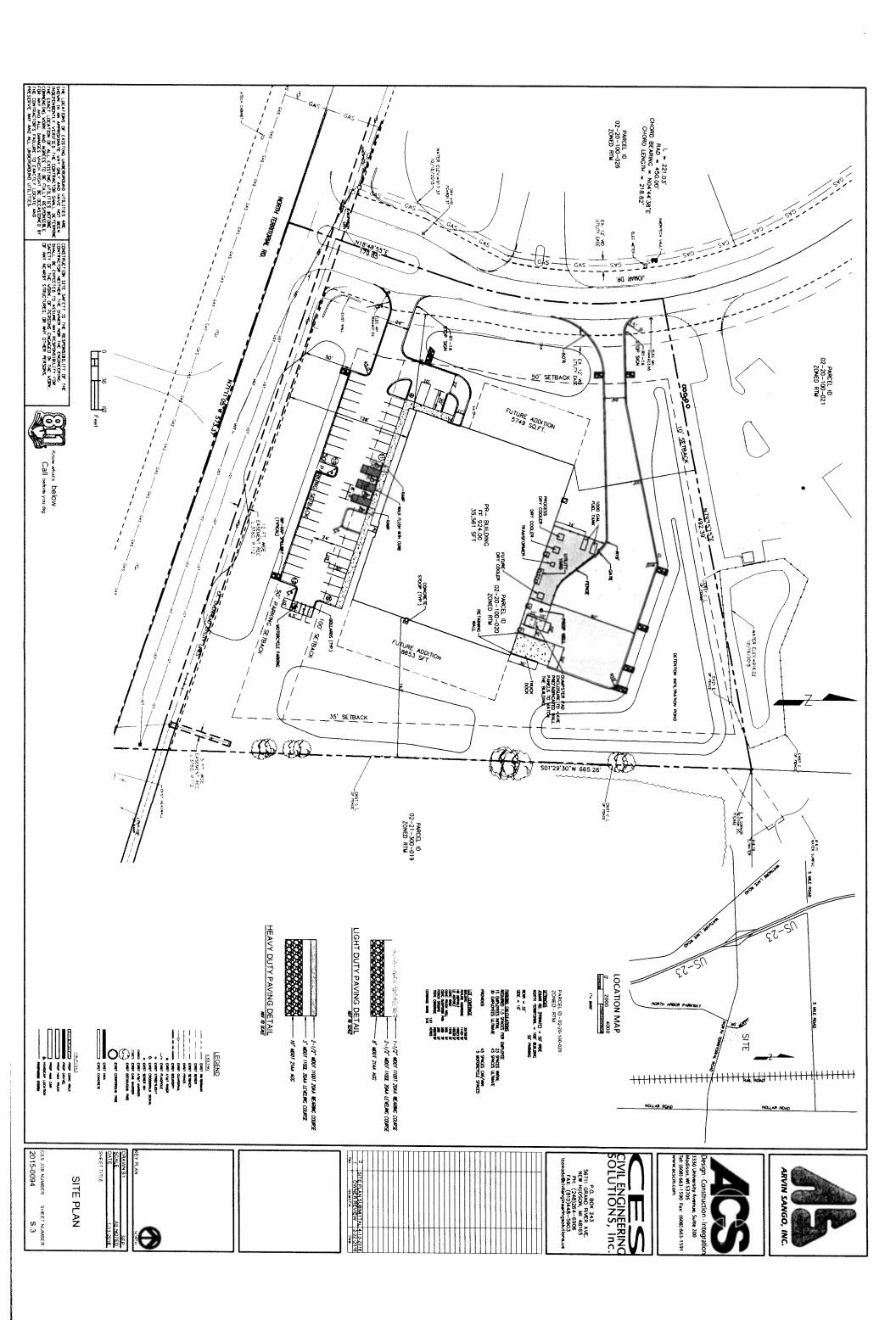


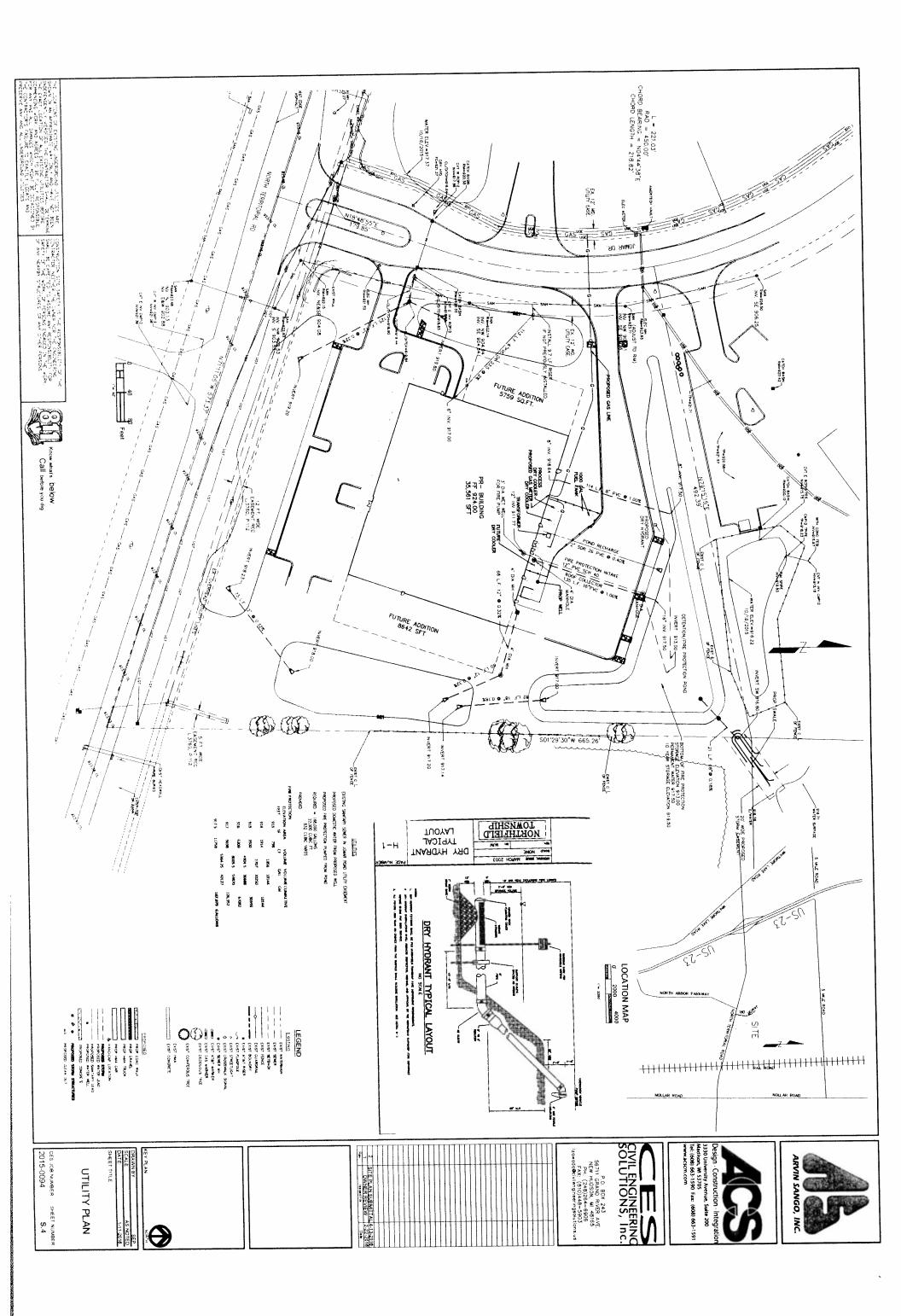
COVER

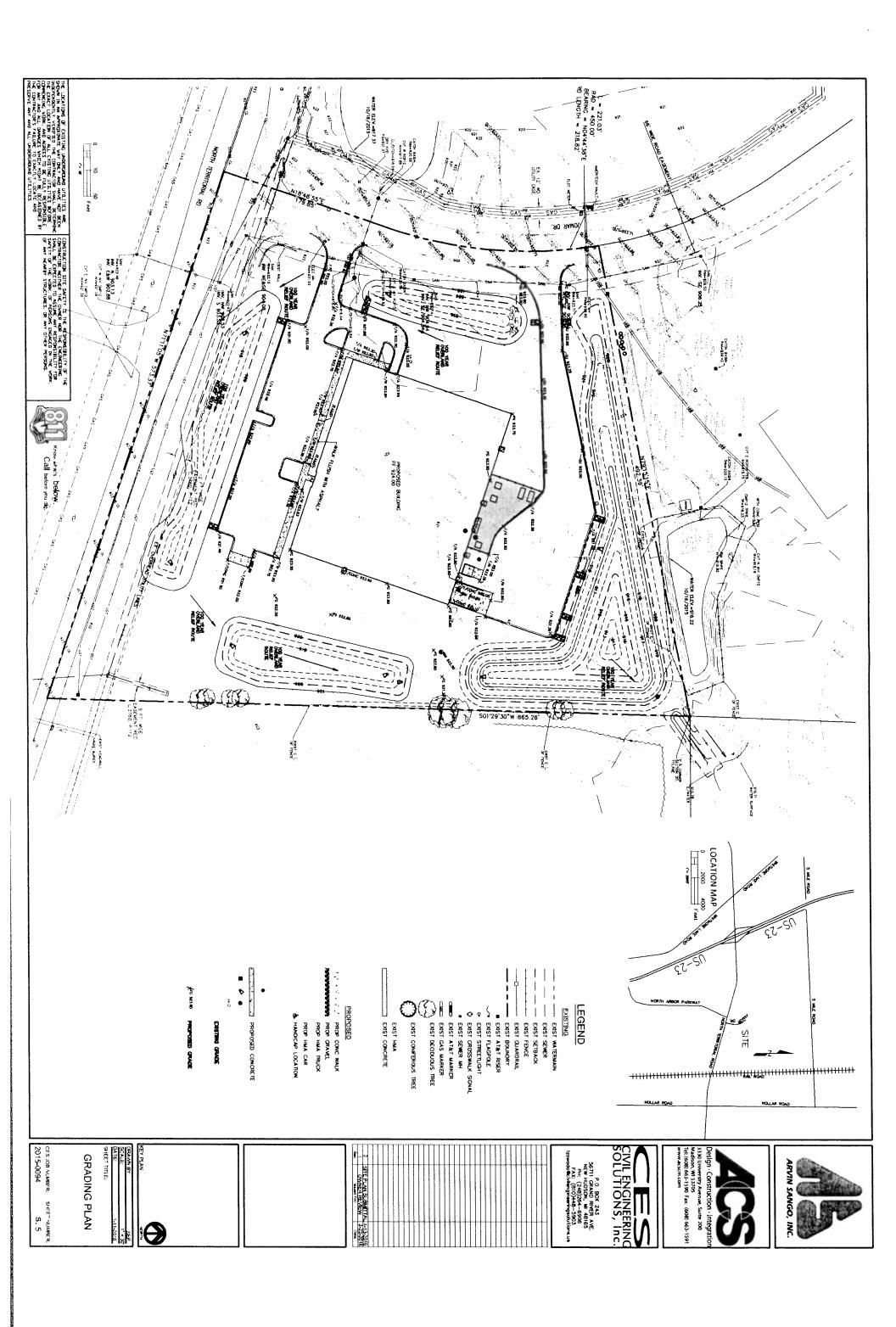
SHEET NUMBER
S. 1

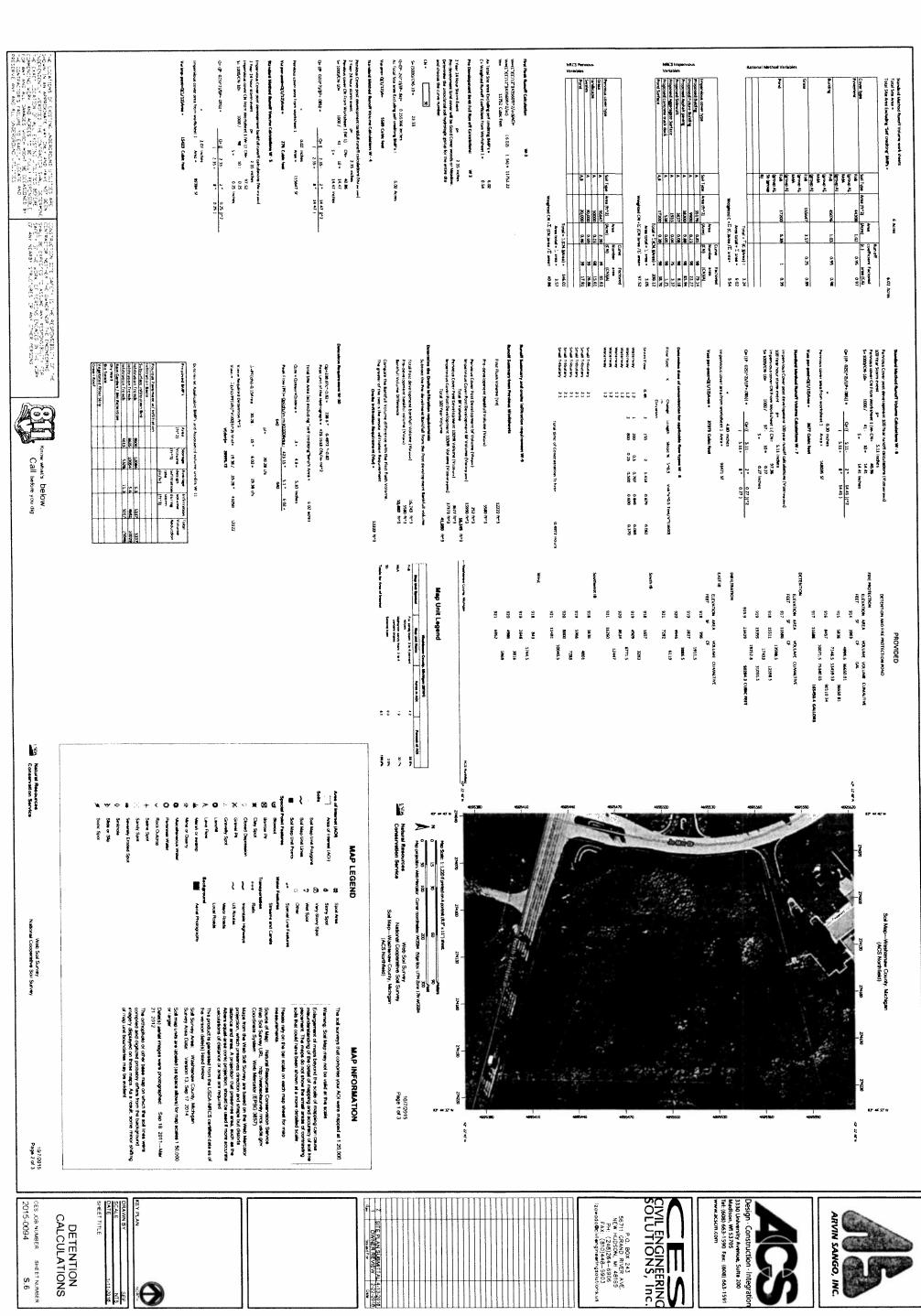
CES JOB NUMBER 2015-0094







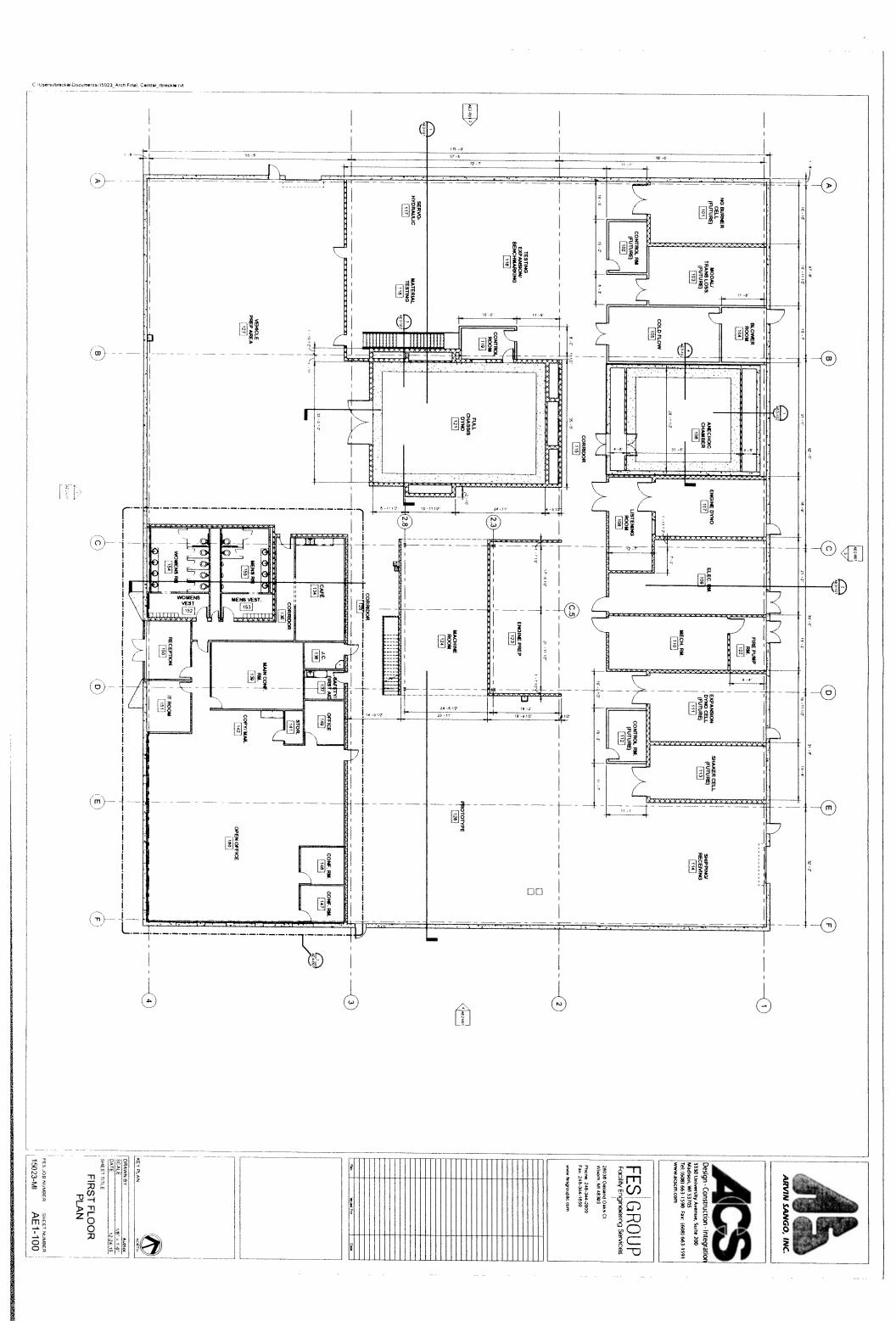


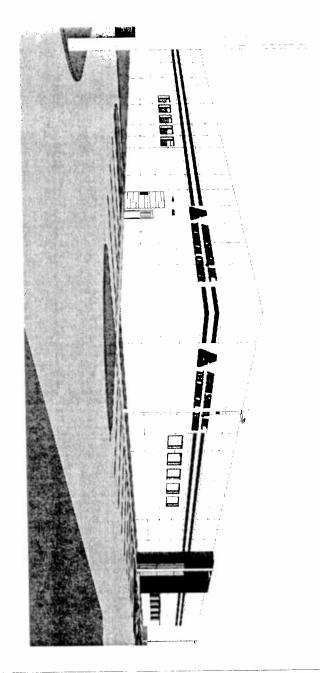


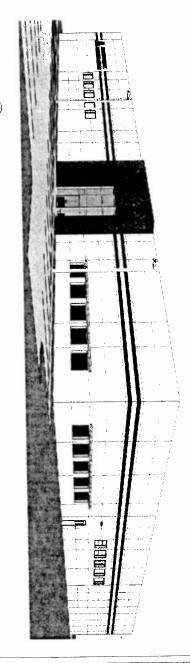












15023-MI AE1-801





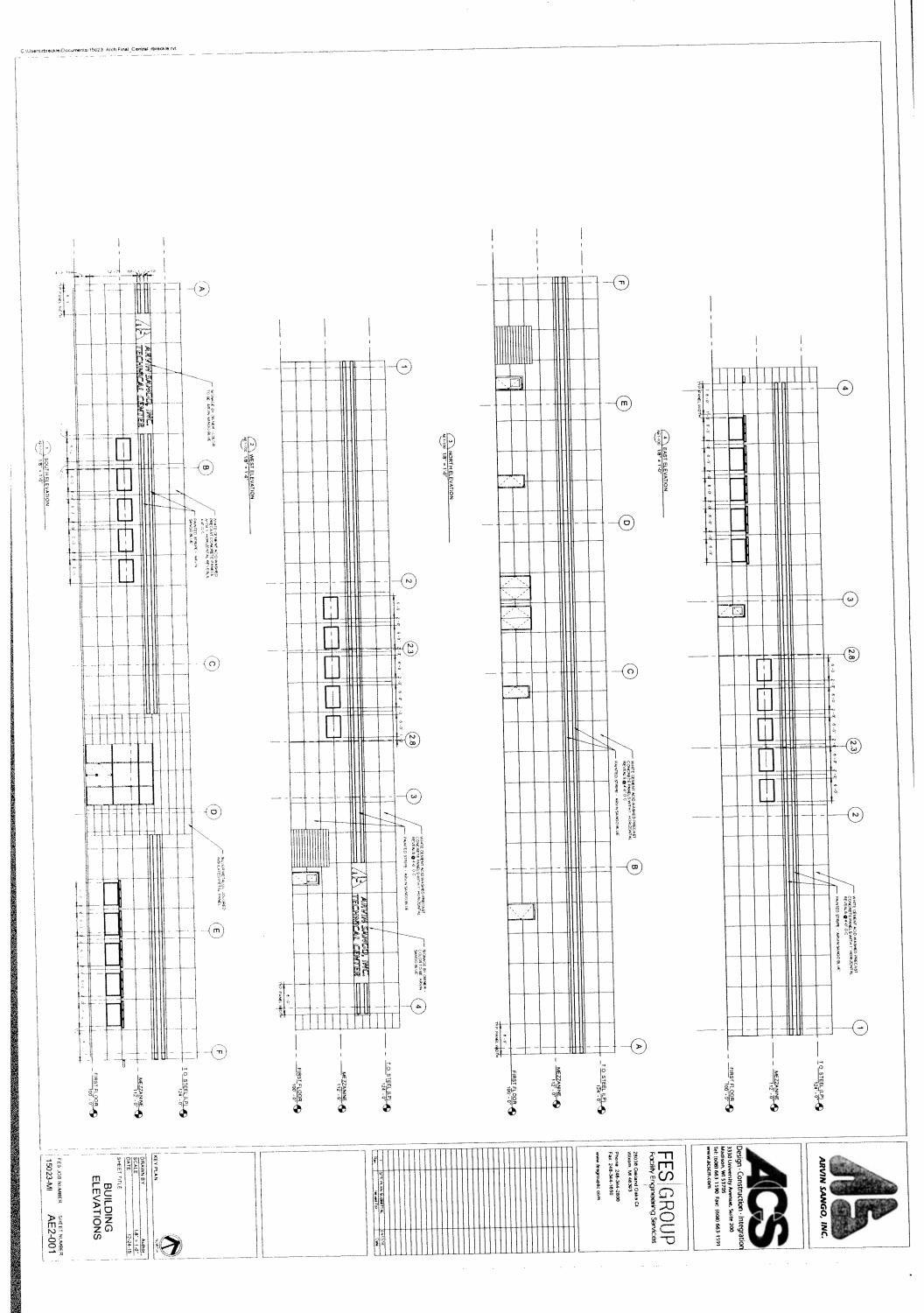
280.36 Oakland Oaks Cl. Wisom, M. 48.393 Phone 248-344-2800 Fax. 248-344-1050 www.fesgroupilc.com

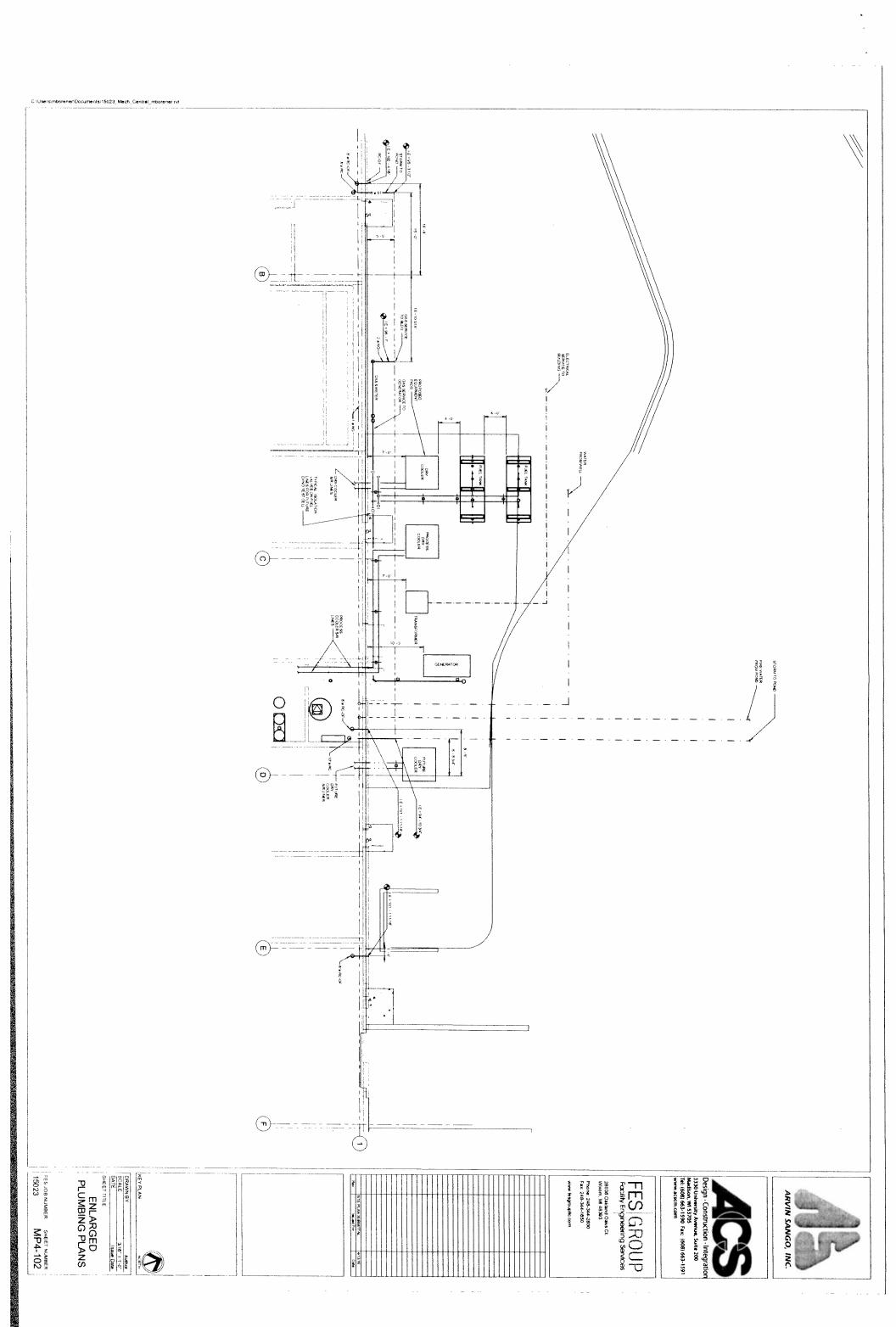
FES GROUP

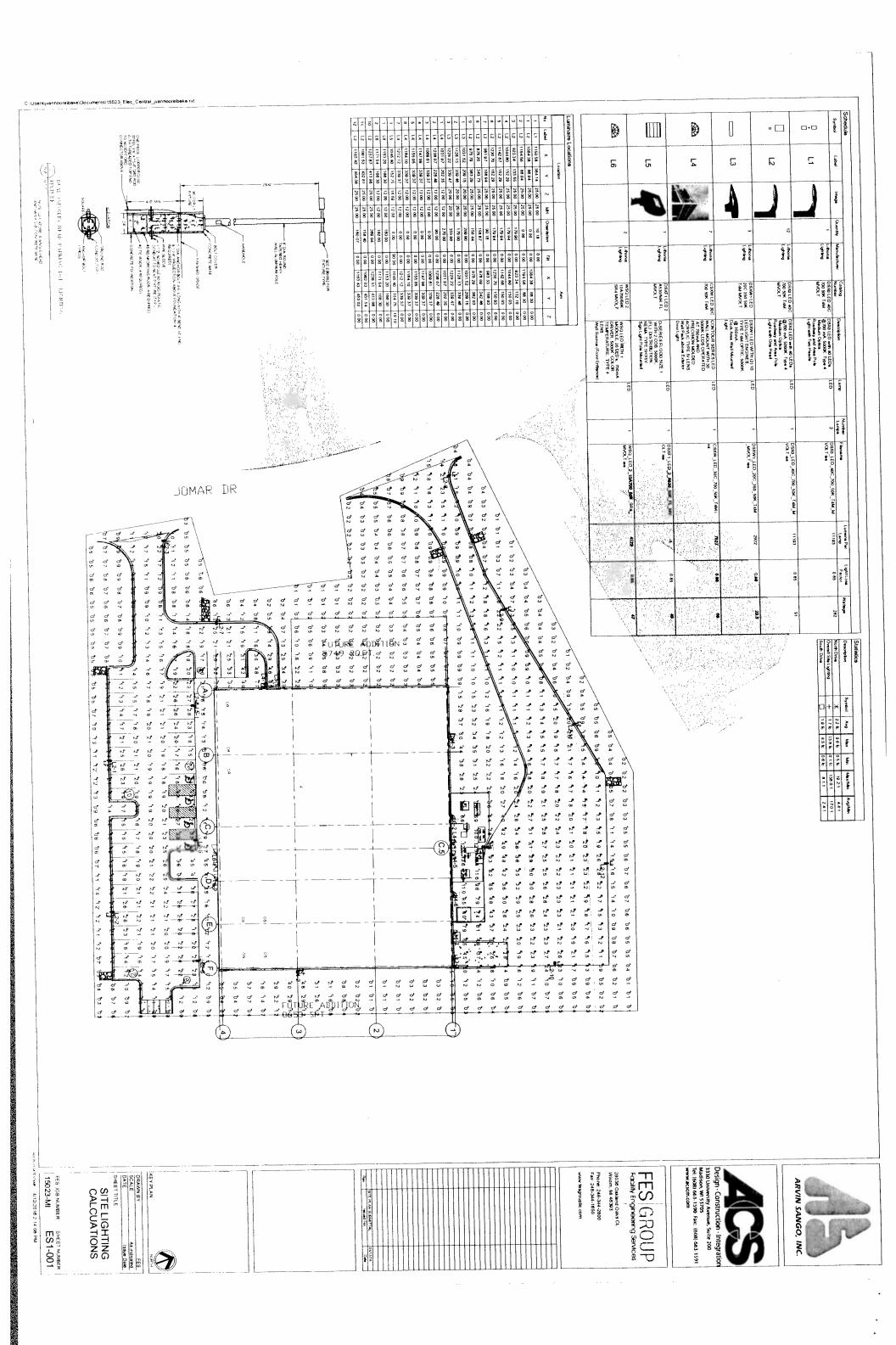


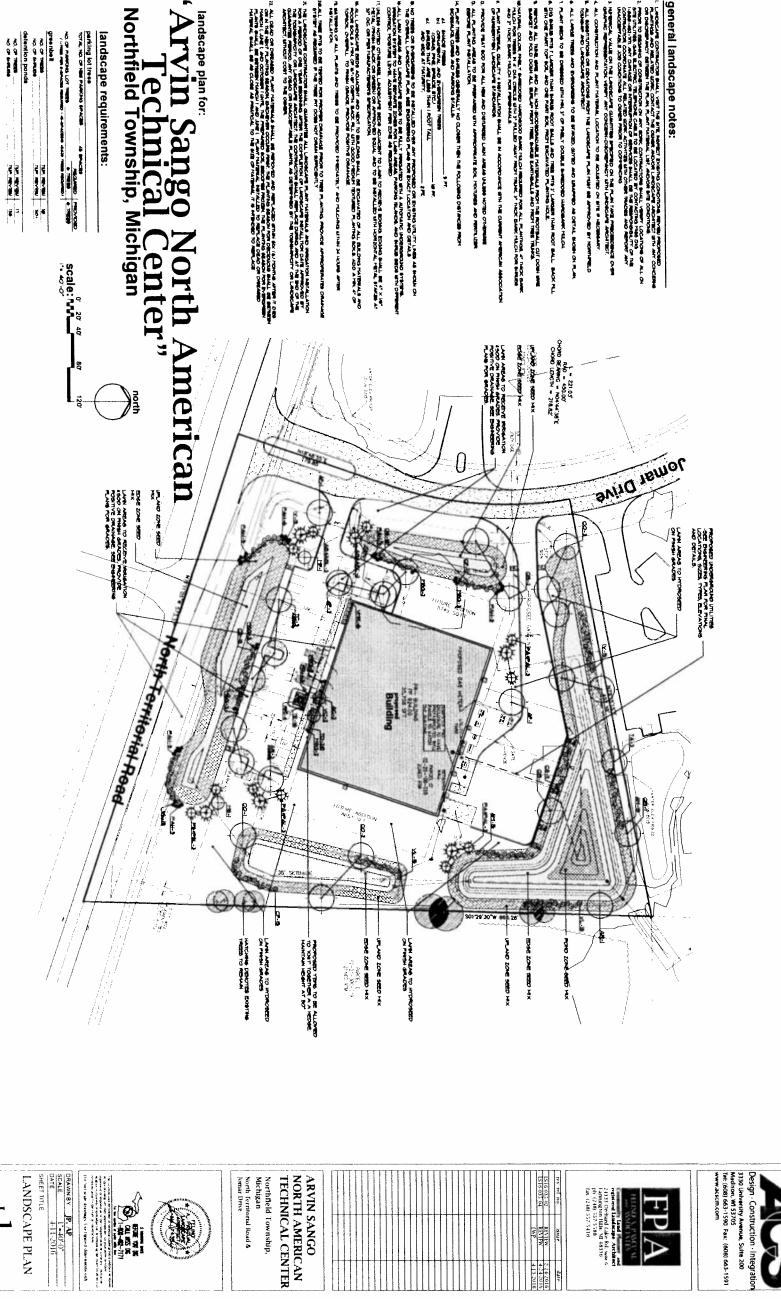


TECHNICAL CENTER VIEW FROM N TERRITORIAL FROM SOUTHWEST BUILDING CORNER VIEW FROM JOMAR DRIVE 3 VIEW FROM BACK OF BUILDING No. AN THE SANCAL CENTER DRAWNEY
DRAWNEY
DRAWNEY
DATE
DATE
DATE
SHEET ITLE
SHEET ITLE
RENDERINGS 15023-MI AE 1-802 28036 Oskland Osks Cl. Witcom. MI 48393 Phone: 248-344-2800 Fax: 248-344-1850 www.fesgrouplic.com 3330 University Avenue, Suite 200 Madison, W1 53705 Tel: (608) 663-1590 Fax: (608) 663-1591 www.acscm.com FES GROUP Facility Engineering Services ARVIN SANGO, INC. Author









LS16.035.02

SHEET NUMBER

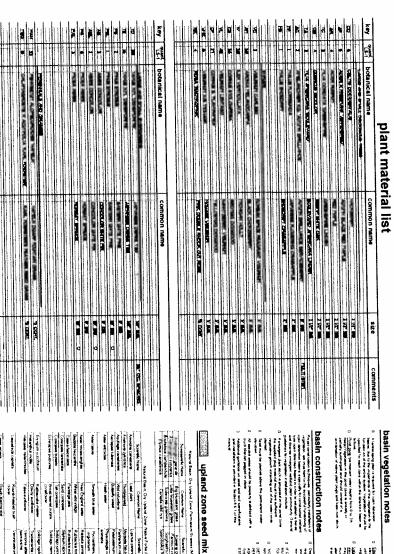
1 OF 2

T-1



H

Versity Avenue, Suite 200 , W1 53705 | 663-1590 Fax: (608) 663-1591



			- Control of the cont	THYRON COM	Published substantial Co.	The sand in fact, the course
			Constant (artist)	Sard company	Septem Continue	Company plans
			Carolina Diplores	all corrections		Early guidersod
			Estimates purports	Broad-leasered purple	Solidago ramonia	Clid-field guiderroot
		A STATE OF THE PARTY OF THE PAR		considerat		
			Ennoun yucofolum	Rational America	Soldingo ogde	Self griderens
STATE OF TAXABLE ADMINISTRATION OF TAXABLE PARTY.	1000			Conty outdown	THE PERSON OF THE PERSON	Common spowerent
CAR ADMINISTRAÇÃO PARA PROPERTO ANAL	A COM		Hanges relactivates	F miss surfaces	Vernorie altitutina	Hary all pormed
			Chicken strength	Round-Named and bush	Verceitanten verfetten	Colored's FORE
			1	ci (pre		
	-			Donald Married Mar		
			Table State	Contract Contract		
			No. of Contract of	The second of the second second	New These pastra cares are appropriate by areas surrounding beauty designated as regard beauty and	A CANADA PROPERTY AND
			consent of thy-th-mass or	and base prate and loss	recommended within areas that have severall highly than the (Chyste fice) tolkistic the team service consens of thy-th-mass prains bean prains and tolking the prains prains as the consensual control of the control of the consensual control of the	AND INC.
do not stake meet unless in heavy			-		approved equal driven of 8" outside	en of er outside
			pà l		of rootball loosely stake tree trunk to	lake tree trunk to
greener distributer tree trunk of large	do not po	do not price arrivate	*		allow for trunk flexing stake trees just	g. stoke trees just
	990er or	Seattle or District the			below first branch with 2"-3" wide belt	181 2":3" wide best
these conditions: stake with 272	para series	pruhe meray awar or	13	\	fabric straps (2 per tree on opposite	tree on opposite
naconoca contra di propinsi di		The second		`	sides of tree, connect from tree to str	ct from trae to sta
Charles of company of the party		many applied	1 - X		horizontally, do not use rope wire say	me rope wire an
strates trade just below first branch with		tree wristo, table or string	リイヤー		remove at staking removed area in y	Competition accounts to
2".3" wide belf-like, bibric straps (2 per		from tree trunk and crown.	1		set top of rootbell level with grade	vei with grade
tree on opposite sides of tree, comment	4		スード	•	or slightly above grade if in day soil	action of any soul
and the state of t	.		20.00	3		
staking masenale after 1 year		`		,	mulch 2"-3" depth with shredded	rate shreeded
The second secon			7		hardwood bask mulch shall be	ich shall be
Grande municipal years of the winds			1	1	neutral in color leave 3" circle of	# 3" circle of
Separation of the section of the section		,	12	2	bere soil at bese of tree trunk	tree trunk
			ロンバン	k		
The state of the case with a transference		`	1	7	fold down or put back string	KCK STITING

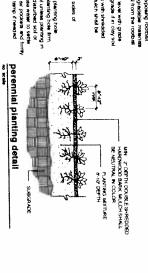
ıx X		edge zone seed mixtures	zone seed		res			
es (Minumum 6 specere	DB (18 e)	900	SASYB NOUNZLING NGCO	2002	COCK ZONE VECETATION	TATION		
areto Name	Common Name	of Columbia basing A	books a notice extend with or notice sade meeter seek in	9 100	-	1		1
-	June grass		Edge Zone	Edge Zone Hathe Sold Mikes	Mikes			
Cum ve cum	Switch grane		Grander Seden effuntes (Maneum en 6 apront)	dian part	ALCOHOL S WA			
sedum nikare	and the same			Supratic Name	2	Common Name	4	
Owner, and other	Prede drops and	SCHOOL STREET	1					
		Can have	Botte tauar sedge	Treche emerge	5	Comment of		
		Care a sulpara lidera	•	Casming on yourse		Ace out grants	1	
orbe (Minmum D species)	*Dec-sel	E drivourible countries	Corriginal prison	Serger and un	•		THE SHADOURING	
Swelle Name	Common Name	C. C.	Canada with res	Scripes arrovers	1	Date green rush	9 25	
ļ	Abd upma			Serious purgent	2	Charge	Charles and Charles	
	Wild bergeroot		-	Service and a contract		0.00	Grand Bulevark (spoll mark)	
5	Wild queries							
arrendend umum	Purple prairie dover		Negve Forter (Minumum & age des)	Minum um 8 a	200			
age will read	Prome chedent dans	Sugratic Name	Common Name		Scientific Home		Common Name	
		ACM AND COM OTHER	Year tag					
3	Common mountain mint	Actions in alternations	Wagelen		Budder annual	l	Monthly Towns	
3	-	Alasma subsorderum	Common water planter		Permitte vegetos	Ĺ	Value states	
a prveta	Yelowcondiower	A SCHOOL SECTION A	Security Security		Contract of		Putament	
10.75	Ciliaration arrange	X		-	Ordenda co.	Ì	Charge second	
THOMPSON BY	NIL SUBSTITUTE STATE STATE STATE OF THE PARTY OF THE PART		Book variety	-	House passante		-	
2 College	Consultant of the Consultant o	C apple to Declaring	Wild mees	-	Rudoschia lucerale		Wild galden gibw	
2000	Early guidlerroad	Elpator on perbalan	Common borist of		Souther is in Mode	i	Common arrow/ward	
a ramonala	Old-Reid guiderend	Training agricumate	Separation		Special alle	ĺ	No activities of	
		SE VINDENCE BY ONE	Bue fing	-	Vertical Political	ì	Great services	
no ngula	Self picture at	Luchage sesendole			Vernous Secuciona	Ĺ	Common monated	
cardin of terms	Common spokement	the state of the s	A HANNE OF DAY	multiple statement	re-different per	-	eron will provide the	
to address on	Haby all somess	permanent cover (e.g. meet ones) should also be included in all Edge Lone send moses	ed own) would die to	ACCOUNT OF	Edge Zone M	3		
7			ï	T T T	ī			
and a subsequent	Colored's FORE						-	1
		Scarate vane	Convior Name	1	Scandle have	i	Consensor Named	
		Arrow regress	Specified with?		-		Witnesstarry (M. 1964)	
	M CHANGE CHANGE AND	Appeals makes carps	But a deletery		Potentia fruitzea	Ĭ	Secuply andustria	
100-year flood at	a 100-year floor servision. The seed selection	Shruke pramitie	log land		Sambucus Cenadeness	-	r Carriery	
wife plant species		-	Special street or state (5				
		Company amonum	Selly degenood		Viburget lexitage	8	· Name County	
	unand officers of	Comus statistics	Resident degree of	٠	Villanua Idolus	Ş	College of the Colleg	
1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	The party of the p							
and equal dry	red equal drivers of a countries							
theil loosely s	thail loosely stake tree trunk to							

		basin maintenance notes	
1	C SCALL TOTAL (District Control Control of the Cont	2	
Ť	aboution) vagatation is the edge term must	1	C STREET
	regarded at so it about the time acts stopes of the facility	Additionally provision for maintenance excess should be	
-	C Updated some Damin (set apprending to 100) peak band are apprend to the apprendix of the particular or the upward to the	wheat on the tasts is a decommended track the free commended to the storm when mentagement to a page the commended to the free commended to the commended to the free commended	Ensure that he money of enucy application of congruptions have occurred in the buffer strip
,	the property of the same of the system. The sequential of the system of the system of the system.		(activately) (b) Indiped distances begin and buller step zero for
	to sering buffer stop has within the upland zone	0 Inspect and clear the storm sever system and catch basing approach from the describion forms (avery firm years of se needed)	
9			
0,0	C Departing on the type of regulation. Democrat may be manually for one and to prefet the plantings to o	pages and remove sediment desprishing to implicing the logical pages and editor can exercise.	
Ž	snow know or raising to despressible prevent	D Inspect wints outliets and apparatoments in g	seed production just plant removal may be achieved if
1	- Charton	Constitute without additional by configuration and control	would dishes a out the out should be four soften
š	III FORTENTION BASINAME COMPACTED THE NOTES MUST BE ROTOTILLED AT IFOUNT OF COMPOST OR TOPSICH, MUST BE ADDED		Legazed with hardstade state-damely after cutting Lieuwor by auches growth
•	O NO MOW ZONE: SIGNS MUST BE PLACED JAPOUND THE BASIN	activities of the control of the con	Playing must be increased for two paint steet equalisations of Replacement with three consideration determined by the approxy increal paradiction over the determined by the approxy increasing paradiction.
•	DETERTION BASH NATIVE SEEDING TO RE	and of the party of integration were the second product the replaced	17.00.0
:	AGUATIC PLANTS SHOULD BE INSTALLED IN	 Chack for fourables and deliver and remove an involvement 	During the feet two growing seasons of school planted acts native present and mix should be moved stress
. 3	ESTABLISHED	B. Ramova depai veget gan trid old nucle for (early)	Congruency in the most year is burning a montaing argument
		B. Chack banks and bettom for entation and contact as	spring or once in the let
		THE PARTY IN THE P	

8) 663-1590 Fax: (608) 663-1591 tscm.com

Ngree Pie	the by Pand	ore (evenes) 4 spece	-
Conson Name	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	Scientic Name	Common Hame
Super Tag	2	anghanum Panghanum	Water to greated
Common whe	14	Portediena conten	Project week
D. Mondayah	ŝ	Potentigrion	Canasas
		2	pordused
	2	Polamoderan	Segr ponovered
Locatedido		ponen	
Commen	×	Sagitaria lastida	Commen
Adding line			
Halberd to south	24	Sorger source	adinah meneral
100			X
natou	:		3
De lagra	ő	Scotter observed	Wool grass
Name and Com	í	Scottage Boomands	Phone buleum
i de	*	Scripe veloca	Great but num
Yelow pand life	н	Spaganum	American tur
lithing seems left	×	Specimen	Common &
Angue arum	2	V-000-4-10	Tapa grave
	Legal Inc. Common Nature Common Na	New Brighty & Park. Committee Service	The state of the s

no scale	shrub planting detail	3 x eacth of moditual				
	soi and remove or pockets and tirrry set shrub gently temp if needed	leave bottom of planting troe arm, do not emend soil unless planting in poor or severely disturbed soil or building rubble use where to settle	break up (acarify) sides of planting hole center rootball in planting hole	muich 2*3" depth with shradded hardwood bailt mulch shall be neutral in color	set top of rootball level with grade or slightly above grade if in clay soil	fold down or pull back sting. builtap or pleasic exposing rootball remove all non-degrabable materials do not remove soal from the rootball
1	perennial planting detail	SOVEDBOIL THE STATE OF THE STAT	少年 东京 天	PLANTAG MATTARE #10 CEPTH	BE NEUTRAL IN COLOR BE NEUTRAL IN COLOR BE NEUTRAL IN COLOR BE NEUTRAL IN COLOR	





ARVIN SANGO NORTH AMERICAN TECHNICAL CENTER

North Territorial Road & Jomas Drive Northfield Township, Michigan

LANDS	SHEET TITLE	DATE	SCALE	DRAWN BY
CAPEPI	m	4-11-2016	0.1.0	JP, AP
Z				

tree planting detail

much 2*3' depth with shredded hardwood bak much shall be neural in ooder leare 3' oncide of loade soil at bear of the trunk break up (scarify) sides of planning hole

Plant Material List, Planting Details and Notes

evergreen planting detail

center rootbelf in plenting hole leave bottom of plenting hole firm, do not entend sold university better to not or sewanely desurched soil or building rubble use water to seffe soil and encrows as pookets and firmly set tree gently lamp if needed

fold down or pull back stiffig, burdap or plastic exposing rootball remove all non-degradable materials do not remove soil from the football

break up (scarity) sides of planting hole

JOB NUMBER LS16.035.02 SHEET NUMBER 2 of 2

1.2