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**CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES MEETING**

Tuesday, January 08, 2013
7:00 PM



A. CALL TO ORDER at _____ P.M.

B. PLEDGE OF ALLEGIANCE TO THE FLAG

C. ROLL CALL: Kay Arnold _____, Nancy Conzelman _____, Chuck Curmi _____,
Bob Doroshewitz _____, Ron Edwards _____, Mike Kelly _____,
Richard Reaume _____

D. APPROVAL OF AGENDA

Regular Meeting - Tuesday, January 08, 2013

E. APPROVAL OF CONSENT AGENDA

E.1 Approval of Minutes:

Regular Meeting - Tuesday, December 11, 2012

E.2 Acceptance of Utility Easements:

Easement - Charter Development Co. - Plymouth Scholars Academy
Easement - Hines Park Lincoln
Storm Drain Agreement - Charter Development LLC
Storm Drain Agreement - Johnson Controls
Storm Drain Agreement #1 - Allstate Development - Kroger
Storm Drain Agreement #2 - Allstate Development - Kroger

E.3 Acceptance of Communications, Resolutions, Reports:

Building Department, December 2012
Fire Department, December 2012
FOIA, December 2012
Letter to Police and Fire
Letter to Fire Department

E.4 Approval of Township Bills:

		Year 2012
General Fund	(101)	
Solid Waste Fund	(226)	
Improvement Revolving Fund (Capital Projects)	(246)	
Drug Forfeiture Fund	(265)	
Golf Course Fund	(510)	

**CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES MEETING**

Tuesday, January 08, 2013
7:00 PM



Water and Sewer Fund	(592)	
Trust and Agency Fund	(701)	
Police Bond Fund	(702)	
Tax Fund	(703)	
Special Assessment Fund	(805)	
Total:		\$ 0.00

F. PUBLIC COMMENTS AND QUESTIONS

G. PUBLIC HEARING

H. COMMUNITY DEVELOPMENT

I. UNFINISHED BUSINESS

J. NEW BUSINESS

- 1) Lilley Road Right-of-Way
- 2) Downtown Development Authority Appointments - Joe Barone and Ken Trefilek
- 3) Special Assessment District - Ridgewood Drive - Preliminary Engineering
- 4) DWSD Water Service Contract - Amendment No. 3
- 5) Collective Bargaining Agreement - Teamsters Local 214
- 6) Non-Represented Wages
- 7) Audio Visual Digital Upgrade

K. SUPERVISOR AND TRUSTEE COMMENTS

L. PUBLIC COMMENTS

M. ADJOURNMENT

PLEASE TAKE NOTE: The Charter Township of Plymouth will provide necessary reasonable auxiliary aids and services, such as signers for the hearing impaired and audio tapes of printed materials being considered at all Township Meetings, to individuals with disabilities at the Meetings/Hearings upon two weeks notice to the Charter Township of Plymouth by writing or calling the following: Human Resource Office, 9955 N Haggerty Road, Plymouth, MI 48170. Phone number (734) 354-3202 TDD units: 1-800-649-3777 (Michigan Relay Services)

**CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES
REGULAR MEETING
TUESDAY, DECEMBER 11, 2012**

Supervisor Reaume called the meeting to order at 7:01 p.m. and led in the Pledge of Allegiance to the Flag.

MEMBERS PRESENT: Richard Reaume, Supervisor
Nancy Conzelman, Clerk
Ron Edwards, Treasurer
Kay Arnold, Trustee
Charles Curmi, Trustee
Robert Doroshewitz, Trustee
Michael Kelly, Trustee

ABSENT: None

OTHERS PRESENT: Patrick Fellrath, Director of Public Utilities
Mark Lewis, Building Official
Thomas Tiderington, Police Chief
Mark Wendel, Fire Chief
Timothy Cronin, Township Attorney
Thomas Dohr, Spalding, DeDecker Associates
Amy Hammye, Deputy Treasurer
Michelle Lozier, Deputy Clerk
Alice Geletzke, Recording Secretary
27 Members of the Public

D. APPROVAL OF AGENDA

Regular Meeting - Tuesday, December 11, 2012

Mr. Reaume added Item J.6 under New Business, Comcast PEG Fees, and switched the order of Item H, Community Development, and Item G, Public Hearing. He then moved to approve the agenda for the Board of Trustees regular meeting of December 11, 2012 as amended. Seconded by Mr. Edwards. Ayes all.

E. APPROVAL OF CONSENT AGENDA

E.1 Approval of Minutes:

Regular Meeting - Tuesday, November 13, 2012

E.2 Acceptance of Utility Easements:

**CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES
REGULAR MEETING
TUESDAY, DECEMBER 11, 2012**

E.3 Acceptance of Communications, Resolutions, Reports:

Fire Department, November 2012
Building Department, December 2012
FOIA Report, November 2012
3rd Quarter 2012 Financial Report

E.4 Approval of Township Bills:

		Year 2012
General Fund	(101)	\$1,205,822.31
Solid Waste Fund	(226)	104,904.72
Improvement Revolving Fund (Capital Projects)	(246)	177,524.19
Drug Forfeiture Fund	(265)	17,412.01
Golf Course Fund	(510)	2,905.96
Water and Sewer Fund	(592)	3,284,981.58
Trust and Agency Fund	(701)	2,086.62
Police Bond Fund	(702)	8,590.00
Tax Fund	(703)	561.76
Special Assessment Fund	(805)	73,689.49
Total:		\$4,878,478.64

Moved by Ms. Arnold, supported by Mr. Edwards, to approve the consent agenda for the Board of Trustees regular meeting of December 11, 2012 as presented. Ayes all.

F. PUBLIC COMMENTS AND QUESTIONS – There were none.

H. COMMUNITY DEVELOPMENT

- 1) Request for Board Action - Extension of Cluster Housing Option Approval for Edinburgh Estates

Moved by Ms. Arnold, seconded by Mr. Edwards, to approve the extension of the Cluster Housing Option approval for Edinburgh Estates to December 31, 2014. Ayes all.

G. PUBLIC HEARING

- 1) Amendment of 2012 General Fund Budget and Approval of 2013 General Fund Budget

Resolution No. 12-12-11-38

**CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES
REGULAR MEETING
TUESDAY, DECEMBER 11, 2012**

Mr. Edwards reviewed the Amended General Fund Budget for 2012 and the Recommended General Fund Budget for 2013 in detail.

Mr. Reaume opened the Public Hearing at 9:05 p.m. There being no public comment, the hearing was closed at 9:06 p.m.

The Board recessed briefly at 9:12 p.m. and resumed the meeting at 9:31 p.m.

Moved by Mr. Edwards, seconded by Ms. Arnold, to approve Resolution No. 12-12-11-38, adopting the Amended General Fund Budget for 2012 and the Recommended General Fund Budget for 2013. Ayes all on a roll call vote.

A copy of the Resolution is on file in the Clerk's office for public perusal.

Moved by Mr. Reaume, seconded by Ms. Arnold, to approve the annual salaries of the two Police Lieutenants at \$95,000 per year and to approve the annual salary of the Police Chief at \$106,000 per year in the Recommended General Fund Budget for 2013. Ayes all.

I. UNFINISHED BUSINESS

- 1) Medical Marihuana Act Moratorium Ordinance Number 1016 - Amendment 1, Second Reading

Moved by Mr. Reaume, seconded by Ms. Arnold, to approve the second reading of Ordinance 1016 – Amendment 1, the Medical Marihuana Act Moratorium, as corrected by spelling marihuana consistently with an “h”.

AYES: Reaume, Arnold, Conzelman, Curmi, Edwards, Kelly
NAYS: Doroshewitz

Motion carried.

A copy of the Ordinance is on file in the Clerk's office for public perusal.

J. NEW BUSINESS

- 1) Board of Review – Appointments

Moved by Mr. Doroshewitz, seconded by Mr. Edwards, to reappoint Stephanie Goecke, Jim Harb, Robert Harris, Michelle Ludtke and Ed Snage; and to appoint Pam Kosteva to the Board of Review for two-year terms beginning January 1, 2013 and expiring on December 31, 2014. Ayes all.

**CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES
REGULAR MEETING
TUESDAY, DECEMBER 11, 2012**

K. SUPERVISOR AND TRUSTEE COMMENTS

Mr. Reaume wished Happy Holidays to all.

L. PUBLIC COMMENTS

Mr. Reaume agreed to bring to MDOT's attention the concerns of a resident regarding the interference with Ann Arbor Road traffic because of the multiple curb cuts into the Kroger parking lot.

M. CLOSED SESSION

At 10:30 p.m. it was moved by Ms. Conzelman, seconded by Ms. Arnold, that a closed session be called for the purpose of discussing:

1) Contract negotiations

This is a permissible purpose under the Michigan Open Meetings Act, Public Act No.267, Article 15.268, Section 8, Paragraph (c)(e) and (h).

Ayes all on a roll call vote.

At 11:15 p.m. it was moved by Ms. Arnold, seconded by Mr. Doroshewitz, to return to open session.

Ayes all on a roll call vote.

N. ADJOURNMENT

Moved by Mr. Doroshewitz, seconded by Ms. Arnold, to adjourn the meeting at 11:17. Ayes all.

Nancy Conzelman
Township Clerk

PLEASE TAKE NOTE: The Charter Township of Plymouth will provide necessary reasonable auxiliary aids and services, such as signers for the hearing impaired and audio tapes of printed materials being considered at all Township Meetings, to individuals with disabilities at the Meetings/Hearings upon two weeks notice to the Charter Township of Plymouth by writing or calling the following: Human Resource Office, 9955 N Haggerty Road, Plymouth, MI 48170. Phone number (734) 354-3202 TDD units: 1-800-649-3777 (Michigan Relay Services)

EASEMENT

Utility Form
2-83 Rev. 1-87
4-97
9-02
7-08
11-08

CHARTER DEVELOPMENT COMPANY, L.L.C., a Michigan limited liability company, having an address of 3850 Broadmoor Avenue, SE, Suite 201, Grand Rapids, MI 49512, hereinafter designated "GRANTOR", in consideration of the sum of One Dollar, receipt of which is hereby acknowledged and determined to be fair and just compensation by GRANTOR, does by these presents covenant and warrant that GRANTOR is the fee simple owner of the property described below and does grant and convey to the Plymouth Charter Township, a Michigan municipal corporation, 9955 North Haggerty Road, Plymouth, Michigan 48170, hereinafter designated "GRANTEE", an easement and right of way for the purpose of installation, inspection, maintenance, repair, operation and removal of municipally owned water, sanitary sewer and storm mains and appurtenances, and connections thereto, in, upon and across that portion of the property owned by GRANTOR situated in the Plymouth Charter Township, Wayne County, Michigan and more particularly described on attached **Exhibit A**.

The GRANTEE, its employees, agents or independent contractors, shall have full right upon said property and ingress and egress thereto for the purpose of constructing, installing, maintaining, repairing, altering or removing the aforementioned facilities. Further, for the purpose of storing or moving machinery, materials or other incidentals in connection with and during the construction or maintenance of said work, GRANTEE, its employees, agents or independent contractors, shall have a right of access and use over and across adjoining lands of GRANTOR located within ten (10) feet of the above-described easement area or such wider area as is reasonable and necessary. Reasonable caution shall be observed by GRANTEE, its employees, agents and independent contractors, for the protection of trees, shrubs, fences and other improvements belonging to GRANTOR. All surplus earth shall be removed from the property or deposited on the property in a manner satisfactory to GRANTOR. Upon completion of installation, construction, maintenance, repairs, alteration or removal of said facilities, the premises shall be left as nearly as reasonably possible in the same condition as before such work began and all machinery, materials and equipment removed.

The granting of the easement as stated herein shall vest in the GRANTEE authority to use said property for the purposes herein designated. This grant of easement shall run with the land and be binding upon the heirs, successors and assigns of GRANTOR and GRANTEE. It is understood and agreed that any and all improvements or appurtenances of the municipally owned water mains and appurtenances in the easement premises shall become and remain at all times the property of the GRANTEE, its successors and assigns, and subject to the GRANTEE'S fees, rules, regulations and ordinances.

IN WITNESS WHEREOF, GRANTOR has executed this instrument on June 6, 2012

GRANTOR

CHARTER DEVELOPMENT COMPANY, L.L.C., a
Michigan limited liability company

By: [Signature]
Jack M. Chance, Manager (print or type
name and title)

State of Michigan)
County of Kent)ss.

The foregoing instrument was acknowledged before me this Wednesday June, 2012, by
Jack M. Chance, Manager of Charter Development Company, L.L.C., a Michigan limited liability company, for and on
behalf of the company.

[Signature]
Notary Public, Kent County, Michigan

My commission expires: 9-14-15
Acting In Kent County
After recording return this instrument to:

This instrument drafted by:

Joseph Bridgman, Clerk
Plymouth Charter Township
9955 North Haggerty Road
Plymouth, Michigan 48170

Joseph Bridgman, Clerk
Plymouth Charter Township
9955 North Haggerty Road
Plymouth, Michigan 48170

This instrument is exempt from the Michigan transfer tax pursuant to Section 5a, being MCLA 207.505a.

This instrument approved as to form and substance by the Attorney for the Plymouth Charter Township, on
Oct. 31, 2012.

[Signature]
Township Attorney

The easement description is approved as to form only by Engineer for the Plymouth Charter Township on
Oct 19, 2012.

[Signature]
Thomas J Dohr, Township Engineer

This instrument accepted by the Board of Trustees of the Plymouth Charter Township at its meeting of
Oct 19, 2012, and directed to be recorded.

, Plymouth Charter Township Clerk

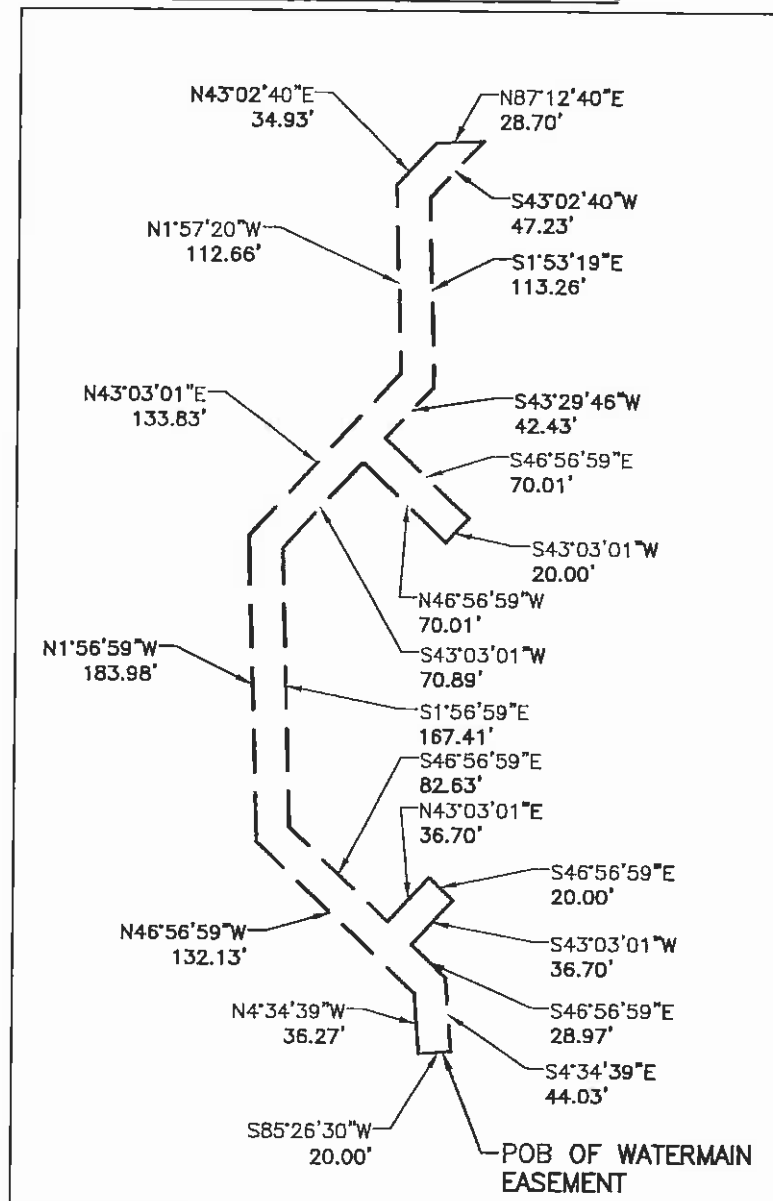
EXHIBIT A

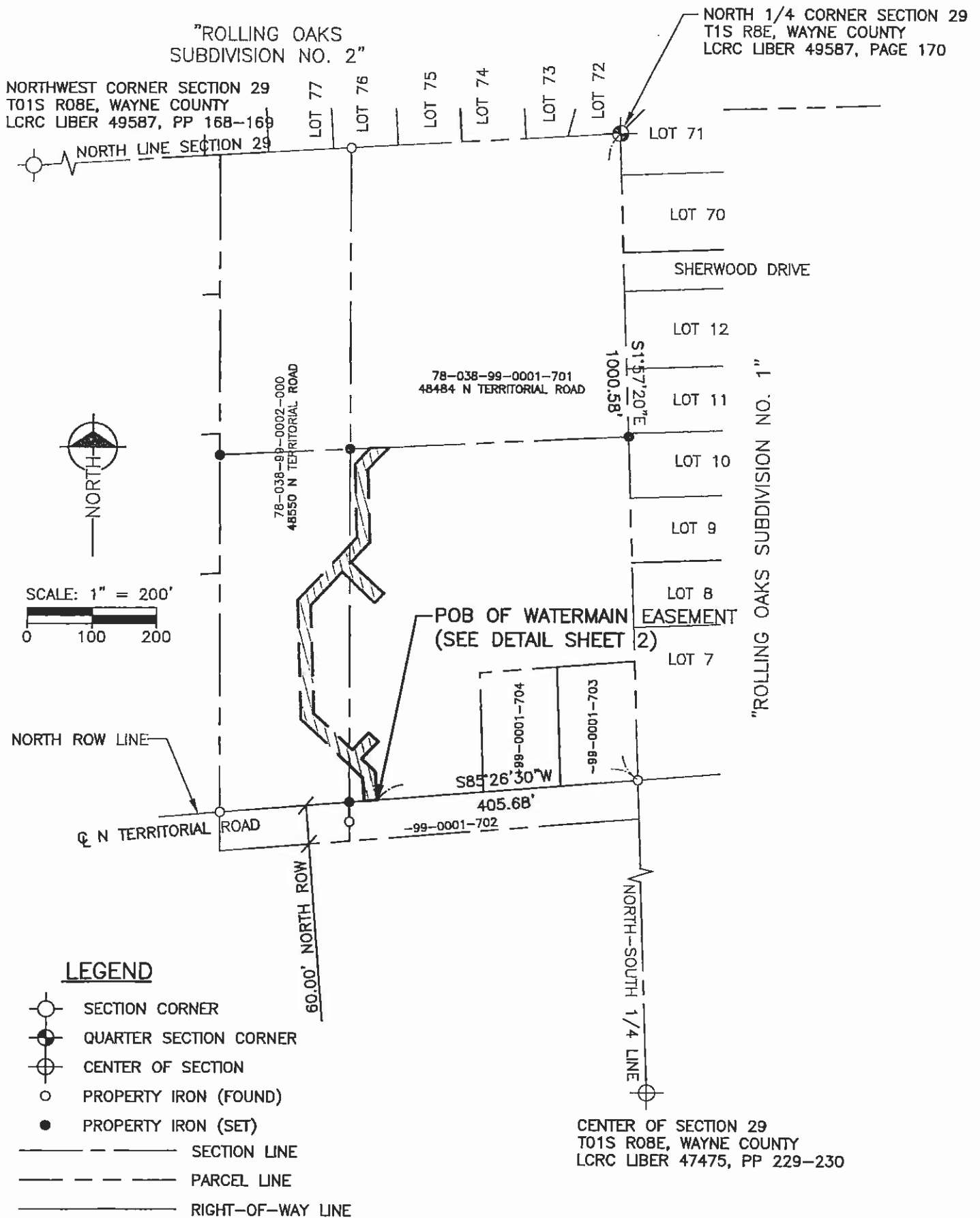
AN EASEMENT FOR WATERMAIN DESCRIBED AS:

COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 29, TOWN 1 SOUTH, RANGE 8 EAST, PLYMOUTH TOWNSHIP, WAYNE COUNTY, MICHIGAN; THENCE ALONG THE NORTH-SOUTH 1/4 LINE OF SAID SECTION, SOUTH 01 DEGREES 57 MINUTES 20 SECONDS EAST 1000.58 FEET TO THE NORTH RIGHT-OF-WAY LINE OF TERRITORIAL ROAD; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE, SOUTH 85 DEGREES 26 MINUTES 30 SECONDS WEST 405.68 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, SOUTH 85 DEGREES 26 MINUTES 30 SECONDS WEST 20.00 FEET; THENCE NORTH 04 DEGREES 34 MINUTES 39 SECONDS WEST 36.27 FEET; THENCE NORTH 46 DEGREES 56 MINUTES 59 SECONDS WEST 132.13 FEET; THENCE NORTH 01 DEGREES 56 MINUTES 59 SECONDS WEST 183.98 FEET; THENCE NORTH 43 DEGREES 03 MINUTES 01 SECONDS EAST 133.83 FEET; THENCE NORTH 01 DEGREES 57 MINUTES 20 SECONDS WEST 112.66 FEET; THENCE NORTH 43 DEGREES 02 MINUTES 40 SECONDS EAST 34.93 FEET; THENCE NORTH 87 DEGREES 12 MINUTES 40 SECONDS EAST 28.70 FEET; THENCE SOUTH 43 DEGREES 02 MINUTES 40 SECONDS WEST 47.23 FEET; THENCE SOUTH 01 DEGREES 53 MINUTES 19 SECONDS EAST 113.26 FEET; THENCE SOUTH 43 DEGREES 29 MINUTES 48 SECONDS WEST 42.43 FEET; THENCE SOUTH 46 DEGREES 56 MINUTES 59 SECONDS EAST 70.01 FEET; THENCE SOUTH 43 DEGREES 03 MINUTES 01 SECONDS WEST 20.00 FEET; THENCE NORTH 46 DEGREES 56 MINUTES 59 SECONDS WEST 70.01 FEET; THENCE SOUTH 43 DEGREES 03 MINUTES 01 SECONDS WEST 70.89 FEET; THENCE SOUTH 01 DEGREES 56 MINUTES 59 SECONDS EAST 167.41 FEET; THENCE SOUTH 46 DEGREES 56 MINUTES 59 SECONDS EAST 82.63 FEET; THENCE NORTH 43 DEGREES 03 MINUTES 01 SECONDS EAST 36.70 FEET; THENCE SOUTH 46 DEGREES 56 MINUTES 59 SECONDS EAST 20.00 FEET; THENCE SOUTH 43 DEGREES 03 MINUTES 01 SECONDS WEST 36.70 FEET; THENCE SOUTH 46 DEGREES 56 MINUTES 59 SECONDS EAST 28.97 FEET; THENCE SOUTH 04 DEGREES 34 MINUTES 39 SECONDS EAST 44.03 FEET TO THE POINT OF BEGINNING.

SAID PERMANENT EASEMENT CONTAINS 0.34 ACRES, MORE OR LESS.

WATERMAIN EASEMENT DETAIL





#270526 v5

EASEMENT

Hines Park Lincoln, Inc. , a Michigan Corporation having an address of 40601 Ann Arbor Road, Plymouth MI., 48170 hereinafter designated "GRANTOR", in consideration of the sum of One Dollar, receipt of which is hereby acknowledged and determined to be fair and just compensation by GRANTOR, does by these presents covenant and warrant that GRANTOR is the fee simple owner of the property described below and does grant and convey to the Plymouth Charter Township, a Michigan municipal corporation, 9955 North Haggerty Road, Plymouth, Michigan 48170, hereinafter designated "GRANTEE", an easement and right of way for the purpose of installation, inspection, maintenance, repair, operation and removal of municipally owned utilities, including without limitation water, storm sewer and sanitary sewer and connections thereto, in, upon and across the property owned by GRANTOR, situated in the Plymouth Charter Township, Wayne County, Michigan and more particularly described as:

See Exhibit "A"

The GRANTEE, its employees, agents or independent contractors, shall have full right upon said property and ingress and egress thereto for the purpose of constructing, installing, maintaining, repairing, altering or removing the aforementioned facilities. Further, for the purpose of storing or moving machinery, materials or other incidentals in connection with and during the construction or maintenance of said work, GRANTEE, its employees, agents or independent contractors, shall have a right of access and use over and across adjoining lands of GRANTOR. Reasonable caution shall be observed by GRANTEE, its employees, agents and independent contractors, for the protection of trees, shrubs, fences and other improvements belonging to GRANTOR. All surplus earth shall be removed from the property or deposited on the property in a manner satisfactory to GRANTOR. Upon completion of installation, construction, maintenance, repairs, alteration or removal of said facilities, the premises shall be left as nearly as reasonably possible in the same condition as before such work began and all machinery, materials and equipment removed.

The granting of the easement as stated herein shall vest in the GRANTEE authority to use said property for the purposes herein designated. This grant of easement shall run with the land and be binding upon the heirs, successors and assigns of GRANTOR and GRANTEE. It is understood and agreed that any and all improvements or appurtenances of the municipally owned utilities in the easement premises shall become and remain at all times the property of the GRANTEE, its successors and assigns, and subject to the GRANTEE'S fees, rules, regulations and ordinances.

IN WITNESS WHEREOF, GRANTOR has executed this instrument on _____, 20_____.

GRANTOR

[Signature]
Michael Kolb, President
Ryan M. Kolb, Secretary

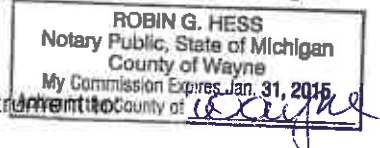
State of Mich)
County of Wayne)ss.

The foregoing instrument was acknowledged before me this 17th Day of Oct
2012, by Ryan M. Kolb, Secretary
(print grantor names and titles, if any)

Robin G. Hess

Notary Public, Wayne County, Michigan

My commission expires:



After recording return this instrument to the County of Wayne

This instrument drafted by:

Joseph Bridgman, Clerk
Plymouth Charter Township
9955 North Haggerty Road
Plymouth, Michigan 48170

Joseph Bridgman, Clerk
Plymouth Charter Township
9955 North Haggerty Road
Plymouth, Michigan 48170

This instrument is exempt from the Michigan transfer tax pursuant to Section 5a, being MCLA 207.505a.

This instrument approved as to form and substance by the Attorney for the Plymouth Charter Township, on
Oct. 18th 31, 2012.
TLC

[Signature]
Timothy Cronin, Township Attorney

The easement description is approved as to form only by Engineer for the Plymouth Charter Township on
October 19, 2012.

[Signature]
Thomas J. Dohr, Township Engineer

This instrument accepted by the Board of Trustees of the Plymouth Charter Township at its meeting of
October, 2012, and directed to be recorded.

, Plymouth Charter Township Clerk

EXHIBIT "A"



WEST 1/4 CORNER
SECTION 36,
T. 1 S., R. 8 E.,
PLYMOUTH TOWNSHIP,
WAYNE CO., MI

N 89°54'20" W
2643.09'
ANN ARBOR RD.-VARIABLE WIDTH

CENTER OF
SECTION 36,
T. 1 S., R. 8 E.,
PLYMOUTH TOWNSHIP
WAYNE CO., MI

N 88°54'20" W
325.45'

SOUTH RIGHT-OF-WAY
LINE OF ANN ARBOR ROAD
(VARIABLE WIDTH)

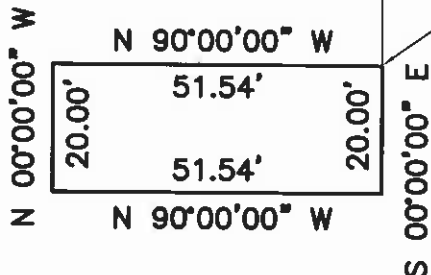
CENTERLINE OF MASSEY
DRIVE (66' WD.)

MASSEY DRIVE (66' WD.)
PRIVATE

188.58'

S 00°00'00" E

POINT OF
BEGINNING



EASEMENT DESCRIPTION

PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 36 T. 1 S., R. 8 E., PLYMOUTH TOWNSHIP, WAYNE COUNTY, MICHIGAN DESCRIBED AS;

COMMENCING AT THE CENTER POST OF SAID SECTION 36, THENCE S 00°00'00" E 53.00 FEET ALONG THE NORTH/SOUTH 1/4 LINE OF SAID SECTION 36 TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF ANN ARBOR ROAD (SOUTH 1/2 = 53'); THENCE N 88°54'20" W 325.45 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE TO A POINT ON THE CENTERLINE OF MASSEY DRIVE (60' WD.); THENCE S 00°00'00" E 188.58 FEET ALONG SAID CENTERLINE OF SAID MASSEY DRIVE TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID CENTERLINE S 00°00'00" E 20.00 FEET; THENCE N 90°00'00" W 51.54 FEET; THENCE N 00°00'00" W 20.00 FEET AND THENCE N 90°00'00" E 51.54 FEET TO THE POINT OF BEGINNING.



8495 NORTH TERRITORIAL RD.
PLYMOUTH, MI 48170

PHONE: (734) 416-9650
FAX: (734) 416-9657
www.glasurveyor.com

CLIENT:

HINES PARK LINCOLN
40601 ANN ARBOR ROAD
PLYMOUTH, MI 48170

DATE: 5/22/12
JOB NO.: 170-010

SCALE: 0 30 30
1" = 30'



SHEET:
1 OF 1

DRAWN BY:
S.A.S.

STORM DRAIN AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____ A.D., 2012, by and between the PLYMOUTH CHARTER TOWNSHIP, a Municipal Corporation, 9955 North Haggerty Road, Plymouth, Michigan 48170, hereinafter referred to as "TOWNSHIP", and Charter Development Company, L.L.C. whose address is 3850 Broadmoor Avenue, SE, Suite 201, Grand Rapids, MI 49512 hereinafter referred to as "PROPRIETOR", in consideration of the TOWNSHIP adopting a Resolution assuming jurisdiction and maintenance of a certain storm drain, a copy of which is attached as Exhibit A and incorporated by reference, and executing a certain Permit, a copy of which is attached as Exhibit B and incorporated by reference, with the WAYNE COUNTY DEPARTMENT OF PUBLIC SERVICES, COUNTY OF WAYNE, MICHIGAN, a public body corporate, providing certain duties and obligations undertaken by the TOWNSHIP in respect to a storm drain for the ultimate proximate benefit of PROPRIETOR and the special benefit of land within the PLYMOUTH CHARTER TOWNSHIP, County of Wayne and State of Michigan, hereinafter termed "SPECIALLY BENEFITED DISTRICT", described as:

Property Tax ID R-78-038-99-0001-705

Street Address 48484 N Territorial Rd; Plymouth, MI 48170

Legal Description

PARCEL ID. NO. R-78-038-99-0001-705 (RECORDED IN LIBER 49783 PAGE 634):
COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 29, T1S, R8E, PLYMOUTH TOWNSHIP, WAYNE COUNTY, MICHIGAN; THENCE ALONG THE NORTH-SOUTH 1/4 LINE OF SAID SECTION, SOUTH 01°57'20" EAST 468.44 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTH-SOUTH 1/4 LINE, SOUTH 01°57'20" EAST 532.14 FEET TO THE NORTH RIGHT-OF-WAY LINE OF NORTH TERRITORIAL ROAD; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE, SOUTH 85°26'30" WEST 651.50 FEET; THENCE NORTH 00°19'59" WEST 552.70 FEET; THENCE NORTH 87°12'40" EAST 635.24 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 8.0 ACRES, MORE OR LESS.

and said storm drain, or the portion thereof, being assumed for jurisdiction and maintenance, is pictorially set forth on attached Exhibit B, incorporated by reference.

NOW, THEREFORE, in consideration of the foregoing and of these presents, TOWNSHIP and PROPRIETOR agree as follows:

1. The PROPRIETOR shall prepare and submit to the TOWNSHIP for review and approval by the TOWNSHIP, in its sole discretion, all construction and as built plans and specifications for the storm drains as the TOWNSHIP may require.

2. Upon completion of the PROPRIETOR'S construction, payment by the PROPRIETOR of the TOWNSHIP'S inspection and review fees, and submission of approved as built plans and specifications, the TOWNSHIP shall assume jurisdiction of the storm drain and maintain the same at its own cost and expense, subject to complete reimbursement of the same by the owners (at any time hereafter) of all lands in the afore-described SPECIALLY BENEFITED DISTRICT and subject to such security and bonds as the TOWNSHIP may require of the PROPRIETOR.

3. The PROPRIETOR and the owners, their agents, heirs, successors and assigns, of all lands in the SPECIALLY BENEFITED DISTRICT shall defend, indemnify and save harmless from risk of loss and all expenses, costs, interest, actual attorneys' fees, settlement sums and judgments, if any, the TOWNSHIP from any claims, demands, actions, damages and injuries of any kind, nature or description which may hereafter at any time be made against the TOWNSHIP, whether directly or indirectly, on account of, arising from or occurring as a result of the design, construction, use, maintenance, repair, discharge to, violation of the Clean Water Act, or operation, or the omission of any of the same, of the storm drain and the appurtenances, connections, attachments and appliances thereof.

The PROPRIETOR and the owners, their agents, heirs, successors and assigns, shall be subject to the provisions of Ordinance No. 99, which provides, in pertinent part, for the creation of liens upon the SPECIALLY BENEFITED DISTRICT in favor of TOWNSHIP for any and all amounts unpaid by the SPECIALLY BENEFITED DISTRICT to the TOWNSHIP as a result of any claims, demands, actions, damages and injuries of any kind, nature or description which may hereafter at any time be made against the TOWNSHIP, whether directly or indirectly, on account of, arising from or occurring as a result of the design, construction, use, maintenance, repair or operation, or the omission of any of the same, of the storm drain and the appurtenances, connections, attachments and appliances thereof.

4. The PROPRIETOR, and the successors and assigns of same, and the owners of all lands in the SPECIALLY BENEFITED DISTRICT shall fully and faithfully perform each and all of the particular and the general conditions of the Permit, being Exhibit B.

5. PROPRIETOR shall constitute the following language as a restriction and covenant running with all of the land described as the SPECIALLY BENEFITED DISTRICT and binding upon all owners of said lands, and their agents, heirs, assigns and successors:

(a) The PLYMOUTH CHARTER TOWNSHIP, its successors, assigns, agents, independent contractors and employees, is hereby granted an irrevocable license to enter upon and across all land at any time for the purposes of inspecting, repairing, maintaining, removing, installing, reinstalling and constructing the storm drain which is the subject of a certain Storm Drain Agreement, dated _____, 2012, between the PLYMOUTH CHARTER TOWNSHIP AND Charter Development Company, L.L.C. therein referred to as PROPRIETOR, and which are subject to a Permit between the PLYMOUTH CHARTER TOWNSHIP and the WAYNE COUNTY DEPARTMENT OF PUBLIC SERVICES, WAYNE COUNTY, MICHIGAN dated June 19, 2012.

(b) The owner(s) of the land, and their agents, heirs, successors and assigns, shall be jointly and severally liable for all costs and expenses incurred by the PLYMOUTH CHARTER TOWNSHIP, together with reasonable charges for its administration, supervision and management, in inspecting, repairing, maintaining, removing, installing, reinstalling and constructing the storm drain which is the subject of paragraph (a), immediately hereinbefore set forth. Such costs, expenses and charges shall be due and owing upon the PLYMOUTH CHARTER TOWNSHIP communicating the same in writing to the last known address of said PROPRIETOR filed with the Township Clerk and to the address of owner(s) as set forth on the then existing tax roll by first class mail, postage prepaid, and a proof of service of said mailing shall be conclusive evidence of the fact of actual notice to all persons, firms, corporations, associations or entities to whom such mailing was addressed. The foregoing shall not be the exclusive right or remedy of the PLYMOUTH CHARTER TOWNSHIP, rather all rights and remedies otherwise provided to the PLYMOUTH CHARTER

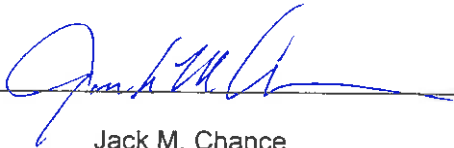
TOWNSHIP by statute, ordinance, agreement or other provisions of this instrument shall be available to the PLYMOUTH CHARTER TOWNSHIP.

Further, the PROPRIETOR shall forthwith record this Storm Drain Agreement with the Wayne County Register of Deeds at PROPRIETOR'S sole cost and expense and furnish to the TOWNSHIP satisfactory evidence of such recording.

Wherever in this instrument the term "storm drain" is utilized, it shall be read to mean the same as "storm sewer".

IN WITNESS WHEREOF, the parties hereto have caused this Storm Drain Agreement to be executed by their respective, duly-authorized officers and their seals to be affixed hereto all as of the day and year first above written.

Charter Development Company, L.L.C
PROPRIETOR



By: Jack M. Chance

Its: Manager

PLYMOUTH CHARTER TOWNSHIP

By: Richard M. Reaume,

Its: Supervisor of Plymouth Charter Township

By: Joseph Bridgeman

Its: Clerk of Plymouth Charter Township

STATE OF MICHIGAN)
 Kent)ss.
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me this 27 day of September, 2012,
by Jack M. Chance
Individual Name(s) and Office Held
of Charter Development Company, L.L.C., a Michigan Corporation, on behalf of the Corporation.
Corporate Name State of Incorporation

Dani A. Phillips
Dani A. Phillips Notary Public
Kent County, Michigan
My Commission Expires PHILLIPS 8-2-2013
Dani A. Phillips
Notary Public-State of Michigan
County of Kent
My Commission Expires August 2, 2013
Acting in the county of Kent

STATE OF MICHIGAN)
)ss.
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me this ____ day of _____ 20 ____ by
Richard M. Reaume, Supervisor of Plymouth Charter Township and Joseph Bridgman, Clerk of Plymouth Charter
Township, a Michigan municipal corporation, on behalf of the Plymouth Charter Township.

Notary Public

Wayne County, Michigan
My Commission Expires: _____

When recorded, return to:

Joseph Bridgman, Clerk
Plymouth Charter Township
9955 North Haggerty Road
Plymouth, MI 48170

Drafted by:

Ronald E. Witthoff, Esq.
Hemming, Polaczyk, Cronin,
Smith, Witthoff & Bennett, P.C.
217 W. Ann Arbor Road, Suite 302
Plymouth, MI 48170

PLYMOUTH CHARTER TOWNSHIP
RESOLUTION _____

Whereas, the Plymouth Charter Township has been requested by Charter Development L.L.C. to assume jurisdiction and maintenance of a certain storm drain (or storm sewer, as the case may be); and

Whereas, the Wayne County Department of Public Services for the County of Wayne is agreeable to such request and has prepared a Permit No. M-46777 to be entered into by said Wayne County Department of Public Services, the Plymouth Charter Township and Charter Development L.L.C. for the purposes therein stated; and

Whereas, the Plymouth Charter Township us under no legal duty to assume such jurisdiction and maintenance or to enter into the aforesaid Permit for the particular benefit of Charter Development L.L.C. and the property served by the storm drain and it is necessary for the public health, safety and welfare that said storm drain be maintained and such maintenance be without cost or expense to the Plymouth Charter Township; and

Whereas, Charter Development L.L.C. as willingly and freely affirmed the desire and intent to execute and record instruments for the purpose of insuring that the Plymouth Charter Township will be held harmless from all costs and expenses in ay way pertaining to the Plymouth Charter Township assuming the aforescribed maintenance and jurisdiction or to the aforesaid Permit being executed by the Plymouth Charter Township.

NOW, THEREFORE, BE IT RESOLVED that the Plymouth Charter Township shall assume jurisdiction and maintenance of the storm drain servicing the premises at the street address of 48484 North Territorial Rd., Plymouth, MI. 48170 and owned by Charter Development L.L.C..

FURTHER, BE IT RESOLVED that the Supervisor and Clerk of the Plymouth Charter Township are authorized and empowered to execute Permit No. M-46777 of the Wayne County Department of Public Services in behalf of the Plymouth Charter Township; and

FURTHER, BE IT RESOLVED that the Supervisor and Clerk of the Plymouth Charter Township are authorized and empowered to execute the Storm Drain Agreement in behalf of the Plymouth Charter Township together with Charter Development L.L.C. in the form and substance of the instrument presented to this Board.

Moved by:
Supported by:
Yes:
No:

The foregoing Resolution was adopted by the Board of Trustees of the Plymouth Charter Township at their meeting of _____ 20____, and I, the Clerk of the Plymouth Charter Township, do hereby certify that the foregoing Resolution is a true and genuine copy of the original Resolution which is in my keeping in the official records of the Plymouth Charter Township.

PLYMOUTH CHARTER TOWNSHIP

Joseph Bridgman, Clerk

Dated: _____ 20__

PERMIT OFFICE

33809 MICHIGAN AVE

WAYNE, MI 48184,

PHONE (734) 595-6504

FAX (734) 595-6356

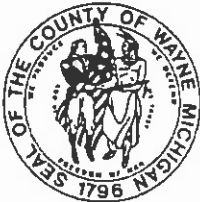
72 HOURS BEFORE ANY

CONSTRUCTION. CALL

Eileen Gardenhire

(734) 595-6504, Ext 2030

FOR INSPECTION



WAYNE COUNTY

DEPARTMENT OF PUBLIC SERVICES

PERMIT TO CONSTRUCT, OPERATE, USE AND/OR MAINTAIN

PERMIT No	
M-46777	
ISSUE DATE	EXPIRES
6/14/2012	
REVIEW No	WORK ORDER
R 12-044	

PROJECT NAME	
MAINTENANCE PERMIT FOR PLYMOUTH SCHOLARS CHARTER ACADEMY	
LOCATION	CITY/TWP
BECK (ROLSTON DRIVE, WEST TO APPLE CREST COURT)	PLYMOUTH TWP
PERMIT HOLDER	CONTRACTOR
PLYMOUTH TOWNSHIP	FISHBECK, THOMPSON, CARR & HUBER, INC.
9955 N HAGGERTY RD	39255 COUNTRY CLUB DRIVE, SUITE B-28
PLYMOUTH, MI 48170-4673	GRAND RAPIDS MI 49546
CONTACT	CONTACT
RICHARD RESUME	JASON T VANDER KODDE
(734) 354-3200	(616) 464-3938
DESCRIPTION OF PERMITTED ACTIVITY	
(72 HOURS BEFORE YOU DIG, CALL MISS DIG 1-800-482-7161, www.missdig.org)	

PERMIT TO MAINTAIN THE STORM WATER MANAGEMENT SYSTEM IN ACCORDANCE WITH THE DRAWING ATTACHED AS EXHIBIT "A", THE TERMS OF THE LONG-TERM MAINTENANCE PLAN ATTACHED AS EXHIBIT "B" AND THE WAYNE COUNTY STORM WATER ORDINANCE AND ADMINISTRATIVE RULES. A RESOLUTION FROM THE LOCAL MUNICIPALITY TO MAINTAIN THE PROPOSED STORM WATER MANAGEMENT SYSTEM AND ITS FACILITIES IS REQUIRED.

THE TOWNSHIP OF PLYMOUTH SHALL ASSUME JURISDICTION OVER AND ACCEPT RESPONSIBILITY FOR MAINTENANCE OF THE STORM WATER MANAGEMENT SYSTEM(S) TO ENSURE THAT THE STORM WATER MANAGEMENT SYSTEM FUNCTIONS PROPERLY AS DESIGNED AND CONSTRUCTED. THE PERMIT HOLDER'S RESPONSIBILITIES UNDER THIS PERMIT SHALL INCLUDE, WITHOUT LIMITATIONS, (A) ANY MONITORING AND PREVENTIVE MAINTENANCE ACTIVITIES SET FORTH IN THE PLAN; (B) ANY AND ALL REMEDIAL ACTIONS NECESSARY TO REPAIR, MODIFY OR RECONSTRUCT THE SYSTEM AND (C) OTHER ACTIVITIES OR RESPONSIBILITIES FOR MAINTENANCE OF THE STORM WATER MANAGEMENT SYSTEM AS MAY BE SET FORTH IN THE ORDINANCE, ADMINISTRATIVE RULES, THE PLAN OR THIS PERMIT.

THE TOWNSHIP OF PLYMOUTH SHALL PERFORM ALL MONITORING, MAINTENANCE, REMEDIAL AND OTHER RESPONSIBILITIES REQUIRED BY THE WAYNE COUNTY ORDINANCE, ADMINISTRATIVE RULES, THE PLAN AND THIS PERMIT, IN PERPETUITY AND AT ITS SOLE COST EXPENSE.

THE TOWNSHIP OF PLYMOUTH SHALL PREPARE, EXECUTE AND (IF NECESSARY) RECORD ANY AND ALL AGREEMENTS, CONTRACTS AND OTHER DOCUMENTS THAT MAY BE REQUIRED TO PERFORM ITS OBLIGATIONS HEREUNDER AND ENSURE MAINTENANCE OF THE STORM WATER MANAGEMENT SYSTEM IN PERPETUITY.

IF WAYNE COUNTY FINDS IT NECESSARY TO ADJUST OR RELOCATE ALL OR ANY PORTION OF THE PERMITTED STORM WATER MANAGEMENT SYSTEM, THE PERMIT HOLDER SHALL CAUSE THIS ADJUSTMENT OR RELOCATION TO BE ACCOMPLISHED AT NO EXPENSE TO THE COUNTY. PRIOR TO ANY WORK BEING PERFORMED IN THE RIGHT-OF-WAY, A PERMIT SHALL BE SECURED FROM THE WAYNE COUNTY DEPARTMENT OF PUBLIC SERVICES PERMIT OFFICE.

APPROVED PLANS PREPARED BY	REQUIRED ATTACHMENTS
Fishbeck, Thompson, Carr & Huber, Inc.	EXHIBIT 'A' MAP DEPICTING PHYSICAL LIMITS OF STORM WATER MGT SYSTEM
PLANS APPROVED BY	EXHIBIT 'B' LONG TERM MAINTENANCE PLAN
Kassem, H.	EXHIBIT 'C' BINDING AGREEMENT (COMMUNITY RESOLUTION)
(PERMIT VALID ONLY IF ACCOMPANIED BY ABOVE ATTACHMENTS)	

In consideration of the Permit Holder and Contractor agreeing to abide and conform with all the terms and conditions herein, a Permit is hereby issued to the above named to Construct, Operate, Use and/or Maintain within the Road Right of Way, County Easement, and/or County Property. The permitted work described above shall be accomplished in accordance with the Approved Plans, Maps, Specifications and Statements filed with the Permit Office which are integral to and made part of this Permit. The General Conditions as well as any Required Attachments are incorporated as part of this Permit

PERMIT HOLDER NAME	DATE	WAYNE COUNTY DEPARTMENT OF PUBLIC SERVICES	PREPARED BY
PERMIT HOLDER / AUTHORIZED AGENT			
		VALIDATED BY Ms Tawny Barnes Permit Coordinator	DATE

SYMBOL LEGEND

- PLYMOUTH TOWNSHIP
MAINTENANCE
RESPONSIBILITY
- 1

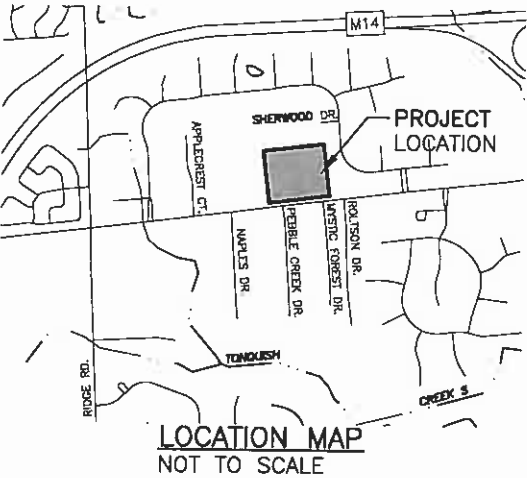
BIORETENTION
- 2

STORM SEWER (TYPICAL)
- 3

BUFFER MAINTENANCE STRIP
- 4

DETENTION AND FOREBAY
- 5

RISER OUTLET

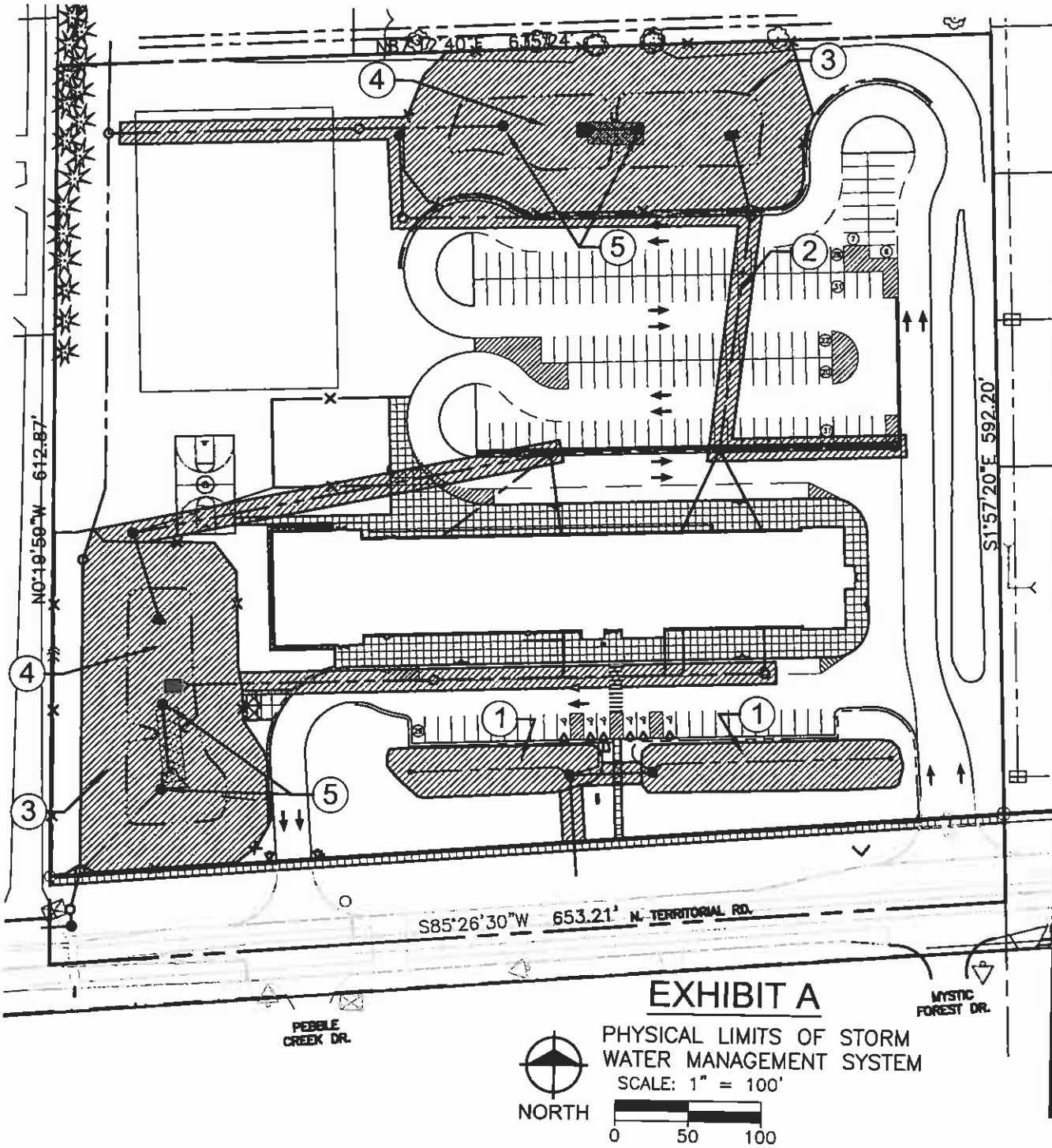


LEGAL DESCRIPTION (AS FURNISHED BY TITLE COMMITMENT NO. CEN76614-FAT
REVISION NO. 1
BY FIRST CENTENNIAL TITLE AGENCY INC. OF MID-AMERICA DATED FEBRUARY 6, 2012):

COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 29, T1S, R8E, PLYMOUTH TOWNSHIP, WAYNE COUNTY, MICHIGAN; THENCE ALONG THE NORTH-SOUTH 1/4 LINE OF SAID SECTION, SOUTH 01°57'20" EAST 468.44 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTH-SOUTH 1/4 LINE, SOUTH 01°57'20" EAST 592.20 FEET TO THE CENTERLINE OF NORTH TERRITORIAL ROAD; THENCE ALONG SAID CENTERLINE, SOUTH 85°26'30" WEST 653.21 FEET; THENCE NORTH 00°19'59" WEST 612.87 FEET; THENCE NORTH 87°12'40" EAST 635.24 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 8.9 ACRES, MORE OR LESS, INCLUDING THE SOUTH 60 FEET FOR ROAD PURPOSES.

PARCEL ID. NO. R-78-038-99-0001-705 (RECORDED IN LIBER 49783 PAGE 634).



PROJECT:	PLYMOUTH SCHOLARS CHARTER ACADEMY	OWNER:	CHARTER DEVELOPMENT COMPANY, LLC	ENGINEER/ PREPARED BY:	fitch	engineers scientists architects constructors	PROJECT NO.	
							FIGURE NO	
							6/13/2012	A
							6/1/2012	
Hand copy is intended to be 8.5" x 11" when plotted. Scale(s) indicated and graphic quality may not be accurate for any other size.								
©Copyright 2012 All Rights Reserved NOT INFO U:\CADD\110620\CD\3E\H181-A.DWG								

EXHIBIT B
Long-Term Maintenance Plan
For On-Site Storm Water Management System
June 13, 2012

Property Information: Plymouth Scholars Charter Academy
48484 N Territorial Road
Plymouth, MI 48170

Applicant: Charter Development Company, L.L.C.
3850 Broadmoor Avenue SE, Suite 201
Grand Rapids, Michigan, 49512

Property Owner: Charter Development Company, L.L.C.
3850 Broadmoor Avenue SE, Suite 201
Grand Rapids, Michigan, 49512

Review Number: Wayne County Permit Review Number R12-044
Permit Number:

A. Physical Limits of the Storm Water Management System

The storm water management system (SWMS) subject to this long-term maintenance plan (Plan) is depicted on Exhibit A and includes without limitations the storm sewers, swales, manholes, catch basins, storm water inlets, bioretention basins, forebays and detention systems that detain and convey site flow to a storm sewer system in North Territorial Road.

For the purposes of this Plan, this storm water management system and all of its components as illustrated on Exhibit A are referred to as Plymouth Scholars SWMS.

B. Time Frame for Long-Term Maintenance Responsibility

Charter Development Company, L.L.C. is responsible for maintaining the Plymouth Scholars SWMS, including complying with applicable requirements of the local or Wayne County soil erosion and sedimentation control program, until Wayne County releases the construction permit. Long-term maintenance responsibility for the Plymouth Scholars SWMS commences when defined by the maintenance permit issued by the county. Long-term maintenance continues in perpetuity.

C. Manner of Ensuring Maintenance Responsibility

Plymouth Township has assumed responsibility for long-term maintenance of the Plymouth Scholars SWMS. The resolution by which Plymouth Township has assumed maintenance responsibility is attached to the permit as Exhibit C. Charter Development Company, L.L.C., through a maintenance agreement with Plymouth Township, has agreed to perform the necessary maintenance activities required by this Plan. Plymouth Township retains the right to enter the property and perform the necessary maintenance of the Plymouth Scholars SWMS if Charter Development Company, L.L.C. fails to perform the required maintenance activities.

To ensure that Plymouth Scholars SWMS is maintained in perpetuity, the map of the physical limits of the storm water management system (Exhibit A), this Plan (Exhibit B), the resolution attached as Exhibit C, and the maintenance agreement between the Township and the Property Owner will be recorded with the Wayne County Register of Deeds. Upon recording, a copy of the recorded document will be provided to the County.

D. Long-Term Maintenance Plan and Schedule

Table 1 identifies the maintenance activities to be performed, organized by category, as well as the recommended frequency of each activity. Table 1 also identifies the site-specific work needed to ensure the SWMS functions properly.

Table 1 – Long-Term Maintenance Schedule

Plymouth Scholars Charter Academy, 48484 N Territorial Road, Plymouth, MI 48170

System Component								
Maintenance Activities	Catch Basins, Inlets & Storm Sewers	Channels & Swales	Basin Inlets, Outlets & Gratings	Forebay & Bio-swale	Detention Basin	Outlet Control Structures	Riprap	Buffer Strip
MONITORING/INSPECTION								
• Inspect for sediment accumulation**/Clogging of stone filter	X	X		X	X	X		
• Inspect for floatables, dead vegetation and debris	X	X	X	X	X			
• Inspect for erosion and integrity of banks and berms		X	X	X	X		X	X
• Inspect all components during wet weather and compare to as-built plans	X	X	X	X	X	X	X	X
• Monitor plantings/vegetation		X		X	X			X
• Ensure means of access for maintenance remain clear/open	X	X	X	X	X	X	X	X
PREVENTATIVE MAINTENANCE								
• Mowing		X						X
• Remove accumulated sediment	X	X		X	X	X		
• Remove floatables, dead vegetation and debris	X	X	X	X	X	X		
• Replace or wash/reuse stone riser filters						X	X	
• Re-apply/replace mulch layer				X				
• Replace subsurface components (e.g., soil, underdrain, etc.)				X				
• Remove invasive plant species		X		X	X			X
• Sweeping of paved surfaces (street and parking lots)								
REMEDIAL ACTIONS								
• Repair/stabilize areas of erosion		X	X	X	X		X	X
• Replace dead plantings, bushes, trees		X		X	X			X
• Reseed bare areas		X		X	X			X
• Structural repairs	X	X	X	X		X	X	
• Make adjustments/repairs to ensure proper functioning	X	X	X	X	X	X	X	X

* not to exceed the length allowed by local community ordinance.

** forebays and detention basins to be cleared whenever sediments accumulate to a depth of 6-12 inches or if sediment resuspension is observed.

*** replace stone if it cannot be adequately cleared.

**CHARTER TOWNSHIP OF PLYMOUTH
STAFF REQUEST FOR BOARD ACTION**

Meeting Date: _____

**ITEM: Johnson Controls Inc
Storm Drain Agreement and Resolution**

ACTION: Consider Storm Drain Agreement and Resolution as required by Wayne County

DEPARTMENT/PRESENTER(S): Patrick Fellrath, P.E., Director of Public Utilities
Thomas Dohr, P.E., Spalding DeDecker Associates

BACKGROUND: Wayne County requires the Township to accept jurisdiction of storm water management systems constructed to comply with the Wayne County Storm Water Managmeent Ordinance and Administrative Rules. The Storm Drain Agreement passes this responsibility on to the owners of the property benefitted by the drainage improvements.

BUDGET/TIME LINE: Final project close out is subject to approval of agreement by the Township.

RECOMMENDATION: Approval

<p>PROPOSED MOTION: Move to adopt Resoultion _____ authorizing the Township Supervisor to sign the Wayne County Permit M-46586 and approve the Storm Drain Agreement with Johnson Controls, Inc., and authorize the Township Supervisor and Clerk to execute same.</p>

RECOMMENDATION: Moved by: _____ Seconded by: _____

VOTE: ___ **RR** ___ **RE** ___ **JB** ___ **KA** ___ **MK** ___ **RD** ___ **SM**

MOTION CARRIED _____

MOTION DEFEATED _____

STORM DRAIN AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, A.D., 201__ by and between the PLYMOUTH CHARTER TOWNSHIP, a Municipal Corporation, 9955 North Haggerty Road, Plymouth, Michigan 48170, hereinafter referred to as "TOWNSHIP", and Johnson Control Inc. whose address is 47700 Halyard Drive; Plymouth Township, MI. 48170 hereinafter referred to as "PROPRIETOR", in consideration of the TOWNSHIP adopting a Resolution assuming jurisdiction and maintenance of a certain storm drain, a copy of which is attached as Exhibit A and incorporated by reference, and executing a certain Permit, a copy of which is attached as Exhibit B and incorporated by reference, with the WAYNE COUNTY DEPARTMENT OF PUBLIC SERVICES, COUNTY OF WAYNE, MICHIGAN, a public body corporate, providing certain duties and obligations undertaken by the TOWNSHIP in respect to a storm drain for the ultimate proximate benefit of PROPRIETOR and the special benefit of land within the PLYMOUTH CHARTER TOWNSHIP, County of Wayne and State of Michigan, hereinafter termed "SPECIALLY BENEFITED DISTRICT", described as:

LOT 9 EXCEPT THAT PART THEREOF DESCRIBED AS BEGINNING AT THE S.E. CORNER OF SAID LOT 9, THENCE S. 89~20'00" W. 28.86 FEET; THENCE N. 00~00'31" E. 340.03 FEET; THENCE N. 89~20'00" E. 24.85 FEET; THENCE S. 00~40'00" E. 340.00 FEET TO THE POINT OF BEGINNING ALSO LOTS 10 TO 12 OF METRO WEST TECHNOLOGY PARK, AS RECORDED IN LIBOR 102 OF PLATS ON PAGES 8 TO 13, WAYNE COUNTY, MICHIGAN RECORDS

Property Address: 47700 Halyard Drive; Plymouth Township, MI. 48170

Property Tax Identification: R-78-008-01-0009-000,
R-78-008-01-0010-000,
R-78-008-01-0011-000
R-78-008-01-0012-000

and said storm drain, or the portion thereof, being assumed for jurisdiction and maintenance, is pictorially set forth on attached Exhibit B, incorporated by reference.

NOW, THEREFORE, in consideration of the foregoing and of these presents, TOWNSHIP and PROPRIETOR agree as follows:

1. The PROPRIETOR shall prepare and submit to the TOWNSHIP for review and approval by the TOWNSHIP, in its sole discretion, all construction and as built plans and specifications for the storm drains as the TOWNSHIP may require.
2. Upon completion of the PROPRIETOR'S construction, payment by the PROPRIETOR of the TOWNSHIP'S inspection and review fees, and submission of approved as built plans and specifications, the TOWNSHIP shall assume jurisdiction of the storm drain and maintain the same at its own cost and expense, subject to complete reimbursement of the same by the owners (at any time hereafter) of all lands in the aforescribed SPECIALLY BENEFITED DISTRICT and subject to such security and bonds as the TOWNSHIP may require of the PROPRIETOR.
3. The PROPRIETOR and the owners, their agents, heirs, successors and assigns, of all lands in the SPECIALLY BENEFITED DISTRICT shall defend, indemnify and save harmless from risk of loss and all expenses, costs, interest, actual attorneys' fees, settlement sums and judgments, if any, the TOWNSHIP from any claims, demands, actions, damages and injuries of any kind, nature or description which may hereafter at any time be made against the TOWNSHIP, whether directly or indirectly, on account of, arising from or occurring as a result of the design, construction, use, maintenance, repair, discharge to, violation of the Clean Water Act, or operation, or the omission of any of the same, of the storm drain and the appurtenances, connections, attachments and appliances thereof.

The PROPRIETOR and the owners, their agents, heirs, successors and assigns, shall be subject to the provisions of Ordinance No. 99, which provides, in pertinent part, for the creation of liens upon the SPECIALLY BENEFITED DISTRICT in favor of TOWNSHIP for any and all amounts unpaid by the SPECIALLY BENEFITED DISTRICT to the TOWNSHIP as a result of any claims, demands, actions, damages and injuries of any kind, nature or description which may hereafter at any time be made against the TOWNSHIP, whether directly or indirectly, on account of, arising from or occurring as a result of the design, construction, use, maintenance, repair or operation, or the omission of any of the same, of the storm drain and the appurtenances, connections, attachments and appliances thereof.

4. The PROPRIETOR, and the successors and assigns of same, and the owners of all lands in the SPECIALLY BENEFITED DISTRICT shall fully and faithfully perform each and all of the particular and the general conditions of the Permit, being Exhibit B.
5. PROPRIETOR shall constitute the following language as a restriction and covenant running with all of the land described as the SPECIALLY BENEFITED DISTRICT and binding upon all owners of said lands, and their agents, heirs, assigns and successors:

- (a) The PLYMOUTH CHARTER TOWNSHIP, its successors, assigns, agents, independent contractors and employees, is hereby granted an irrevocable license to enter upon and across all land at any time for the purposes of inspecting, repairing,

maintaining, removing, installing, reinstalling and constructing the storm drain which is the subject of a certain Storm Drain Agreement, dated _____, 20____, between the PLYMOUTH CHARTER TOWNSHIP AND Johnson Control Inc. therein referred to as PROPRIETOR, and which are subject to a Permit between the PLYMOUTH CHARTER TOWNSHIP and the WAYNE COUNTY DEPARTMENT OF PUBLIC SERVICES, WAYNE COUNTY, MICHIGAN dated November 07, 2012.


(b) The owner(s) of the land, and their agents, heirs, successors and assigns, shall be jointly and severally liable for all costs and expenses incurred by the PLYMOUTH CHARTER TOWNSHIP, together with reasonable charges for its administration, supervision and management, in inspecting, repairing, maintaining, removing, installing, reinstalling and constructing the storm drain which is the subject of paragraph (a), immediately hereinbefore set forth. Such costs, expenses and charges shall be due and owing upon the PLYMOUTH CHARTER TOWNSHIP communicating the same in writing to the last known address of said PROPRIETOR filed with the Township Clerk and to the address of owner(s) as set forth on the then existing tax roll by first class mail, postage prepaid, and a proof of service of said mailing shall be conclusive evidence of the fact of actual notice to all persons, firms, corporations, associations or entities to whom such mailing was addressed. The foregoing shall not be the exclusive right or remedy of the PLYMOUTH CHARTER TOWNSHIP, rather all rights and remedies otherwise provided to the PLYMOUTH CHARTER TOWNSHIP by statute, ordinance, agreement or other provisions of this instrument shall be available to the PLYMOUTH CHARTER TOWNSHIP.

Further, the PROPRIETOR shall forthwith record this Storm Drain Agreement with the Wayne County Register of Deeds at PROPRIETOR'S sole cost and expense and furnish to the TOWNSHIP satisfactory evidence of such recording.

Wherever in this instrument the term "storm drain" is utilized, it shall be read to mean the same as "storm sewer".

IN WITNESS WHEREOF, the parties hereto have caused this Storm Drain Agreement to be executed by their respective, duly-authorized officers and their seals to be affixed hereto all as of the day and year first above written.

Johnson Control, Inc
PROPRIETOR

By: 
Michael Collins
Its: Director of Global Real Estate – Americas

PLYMOUTH CHARTER TOWNSHIP

By: _____
Richard M. Reaume

Its: _____
Supervisor

By: _____
Nancy Conzelman

Its: _____
Clerk

PLYMOUTH CHARTER TOWNSHIP
RESOLUTION _____

Whereas, the Plymouth Charter Township has been requested by Johnson Control Inc. to assume jurisdiction and maintenance of a certain storm drain (or storm sewer, as the case may be); and

Whereas, the Wayne County Department of Public Services for the County of Wayne is agreeable to such request and has prepared a Permit No. M-46586 to be entered into by said Wayne County Department of Public Services, the Plymouth Charter Township and Johnson Control Inc. for the purposes therein stated; and

Whereas, the Plymouth Charter Township us under no legal duty to assume such jurisdiction and maintenance or to enter into the aforesaid Permit for the particular benefit of Johnson Control Inc. and the property served by the storm drain and it is necessary for the public health, safety and welfare that said storm drain be maintained and such maintenance be without cost or expense to the Plymouth Charter Township; and

Whereas, Charter Development L.L.C. as willingly and freely affirmed the desire and intent to execute and record instruments for the purpose of insuring that the Plymouth Charter Township will be held harmless from all costs and expenses in ay way pertaining to the Plymouth Charter Township assuming the aforescribed maintenance and jurisdiction or to the aforesaid Permit being executed by the Plymouth Charter Township.

NOW, THEREFORE, BE IT RESOLVED that the Plymouth Charter Township shall assume jurisdiction and maintenance of the storm drain servicing the premises at the street address of 47700 Halyard Drive; Plymouth Township, MI. 48170 and owned by Johnson Control Inc.

FURTHER, BE IT RESOLVED that the Supervisor and Clerk of the Plymouth Charter Township are authorized and empowered to execute Permit No. M-46586 of the Wayne County Department of Public Services in behalf of the Plymouth Charter Township; and

FURTHER, BE IT RESOLVED that the Supervisor and Clerk of the Plymouth Charter Township are authorized and empowered to execute the Storm Drain Agreement in behalf of the Plymouth Charter Township together with Johnson Control Inc. in the form and substance of the instrument presented to this Board.

Moved by:
Supported by:
Yes:
No:

The foregoing Resolution was adopted by the Board of Trustees of the Plymouth Charter Township at their meeting of _____ 20____, and I, the Clerk of the Plymouth Charter Township, do hereby certify that the foregoing Resolution is a true and genuine copy of the original Resolution which is in my keeping in the official records of the Plymouth Charter Township.

PLYMOUTH CHARTER TOWNSHIP

Nancy Conzelman, Clerk

Dated: _____ 20__

PERMIT OFFICE
33809 MICHIGAN AVE
WAYNE, MI 48184,
PHONE (734) 595-6504
FAX (734) 595-6356

72 HOURS BEFORE ANY
CONSTRUCTION. CALL
Eileen Gardenhire
(734) 595-6504, Ext: 2030
FOR INSPECTION



WAYNE COUNTY
DEPARTMENT OF PUBLIC SERVICES
PERMIT TO CONSTRUCT, OPERATE, USE AND/OR MAINTAIN

PERMIT No. M-46586	
ISSUE DATE 11/18/2011	EXPIRES
REVIEW No. R 11-233	WORK ORDER

PROJECT NAME
MAINTENANCE PERMIT FOR JOHNSON CONTROLS SITE REDEVELOPMENT

LOCATION
47700 HALYARD DRIVE (WEST OF BECK ROAD NORTH SIDE OF HALYARD)

CITY/TWP
PLYMOUTH TWP

PERMIT HOLDER CHARTER TOWNSHIP OF PLYMOUTH 9955 N. HAGGERTY ROAD PLYMOUTH, MI 48170	CONTRACTOR
CONTACT RICHARD REAUME (734) 414-1444	CONTACT <BLANK>

DESCRIPTION OF PERMITTED ACTIVITY
(72 HOURS BEFORE YOU DIG, CALL MISS DIG 1-800-482-7161, www.missdig.org)

PERMIT TO MAINTAIN THE STORM WATER MANAGEMENT SYSTEM IN ACCORDANCE WITH THE DRAWING ATTACHED AS EXHIBIT "A", THE TERMS OF THE LONG-TERM MAINTENANCE PLAN ATTACHED AS EXHIBIT "B" AND THE WAYNE COUNTY STORM WATER ORDINANCE AND ADMINISTRATIVE RULES. A RESOLUTION FROM THE LOCAL MUNICIPALITY TO MAINTAIN THE PROPOSED STORM WATER MANAGEMENT SYSTEM AND ITS FACILITIES IS REQUIRED.

THE TOWNSHIP OF PLYMOUTH SHALL ASSUME JURISDICTION OVER AND ACCEPT RESPONSIBILITY FOR MAINTENANCE OF THE STORM WATER MANAGEMENT SYSTEM(S) TO ENSURE THAT THE STORM WATER MANAGEMENT SYSTEM FUNCTIONS PROPERLY AS DESIGNED AND CONSTRUCTED. THE PERMIT HOLDER'S RESPONSIBILITIES UNDER THIS PERMIT SHALL INCLUDE, WITHOUT LIMITATIONS, (A) ANY MONITORING AND PREVENTIVE MAINTENANCE ACTIVITIES SET FORTH IN THE PLAN; (B) ANY AND ALL REMEDIAL ACTIONS NECESSARY TO REPAIR, MODIFY OR RECONSTRUCT THE SYSTEM AND (C) OTHER ACTIVITIES OR RESPONSIBILITIES FOR MAINTENANCE OF THE STORM WATER MANAGEMENT SYSTEM AS MAY BE SET FORTH IN THE ORDINANCE, ADMINISTRATIVE RULES, THE PLAN OR THIS PERMIT.

THE TOWNSHIP OF PLYMOUTH SHALL PERFORM ALL MONITORING, MAINTENANCE, REMEDIAL AND OTHER RESPONSIBILITIES REQUIRED BY THE WAYNE COUNTY ORDINANCE, ADMINISTRATIVE RULES, THE PLAN AND THIS PERMIT, IN PERPETUITY AND AT ITS SOLE COST EXPENSE.

THE TOWNSHIP OF PLYMOUTH SHALL PREPARE, EXECUTE AND (IF NECESSARY) RECORD ANY AND ALL AGREEMENTS, CONTRACTS AND OTHER DOCUMENTS THAT MAY BE REQUIRED TO PERFORM ITS OBLIGATIONS HEREUNDER AND ENSURE MAINTENANCE OF THE STORM WATER MANAGEMENT SYSTEM IN PERPETUITY.

IF WAYNE COUNTY FINDS IT NECESSARY TO ADJUST OR RELOCATE ALL OR ANY PORTION OF THE PERMITTED STORM WATER MANAGEMENT SYSTEM, THE PERMIT HOLDER SHALL CAUSE THIS ADJUSTMENT OR RELOCATION TO BE ACCOMPLISHED AT NO EXPENSE TO THE COUNTY. PRIOR TO ANY WORK BEING PERFORMED IN THE RIGHT-OF-WAY, A PERMIT SHALL BE SECURED FROM THE WAYNE COUNTY DEPARTMENT OF PUBLIC SERVICES PERMIT OFFICE.

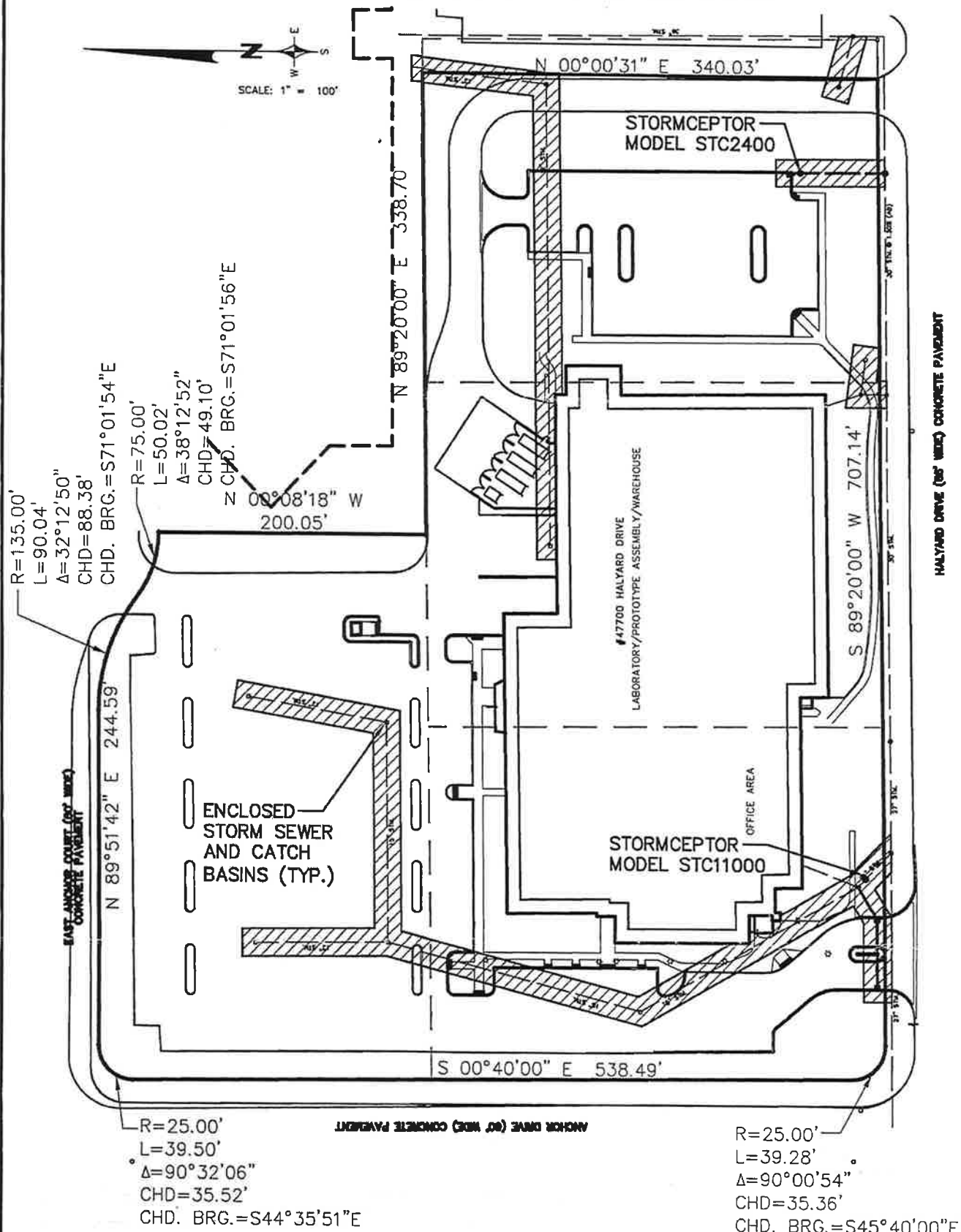
APPROVED PLANS PREPARED BY Johnson Controls	REQUIRED ATTACHMENTS EXHIBIT A: MAP DEPICTING PHYSICAL LIMITS OF STORM WATER MGT SYSTEM EXHIBIT 'B': LONG TERM MAINTENANCE PLAN EXHIBIT 'C': BINDING AGREEMENT (COMMUNITY RESOLUTION)
PLANS APPROVED BY Razi, M.	

(PERMIT VALID ONLY IF ACCOMPANIED BY ABOVE ATTACHMENTS)

In consideration of the Permit Holder and Contractor agreeing to abide and conform with all the terms and conditions herein, a Permit is hereby issued to the above named to Construct, Operate, Use and/or Maintain within the Road Right of Way, County Easement, and/or County Property. The permitted work described above shall be accomplished in accordance with the Approved Plans, Maps, Specifications and Statements filed with the Permit Office which are integral to and made part of this Permit. The General Conditions as well as any Required Attachments are incorporated as part of this Permit.

PERMIT HOLDER NAME PERMIT HOLDER / AUTHORIZED AGENT	DATE	WAYNE COUNTY DEPARTMENT OF PUBLIC SERVICES	PREPARED BY
		VALIDATED BY Mr. Sami H. Khaldi Division Permit Engineer	DATE

EXHIBIT A PHYSICAL LIMITS OF STORMWATER MANAGEMENT SYSTEM



LEGEND

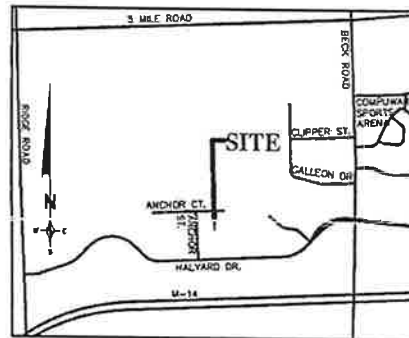
 PLYMOUTH TOWNSHIP
MAINTENANCE
RESPONSIBILITY

LEGAL DESCRIPTION:

LOT 9 EXCEPT THAT PART THEREOF DESCRIBED AS BEGINNING AT THE S.E. CORNER OF SAID LOT 9, THENCE S. 89°20'00\" W. 28.86 FEET; THENCE N. 00°00'31\" E. 340.03 FEET; THENCE N. 89°20'00\" E. 24.85 FEET; THENCE S. 00°40'00\" E. 340.00 FEET TO THE POINT OF BEGINNING ALSO LOTS 10 TO 12 OF METRO WEST TECHNOLOGY PARK, AS RECORDED IN LIBER 102 OF PLATS, ON PAGES 8 TO 13, WAYNE COUNTY RECORDS.

VICINITY MAP

SECTION 20, T.1S.,
R.8E., PLYMOUTH
TOWNSHIP, WAYNE
COUNTY, MICHIGAN



REVISIONS

ITEM	DATE	BY
PER WCDPS	10/14/11	SRB

STORMWATER MAINTENANCE AGREEMENT JOHNSON CONTROLS COE BUILDING PLYMOUTH TOWNSHIP, MICHIGAN

ZEIMET WOZNAK
& ASSOCIATES

Civil Engineers & Land Surveyors
55800 GRAND RIVER AVE, SUITE 100
NEW HUDSON, MICHIGAN 48165
P: (248) 437-5099 F: (248) 437-5222 www.zeimetwozniak.com

DATE

10/5/11

SCALE
HOR: 1" = 100'
FIELD BOOK NO.

DESIGNED BY
JJW

JOB NO.
11130

DRAWN BY
SRB

SHEET NO.
1/1

© COPYRIGHT 2009

EXHIBIT B
STORMWATER MANAGEMENT SYSTEM LONG-TERM MAINTENANCE PLAN

PROPERTY INFORMATION: LOT 9 METRO WEST TECHNOLOGY PARK
47700 HALYARD DRIVE
PLYMOUTH, MICHIGAN 48170

PROPERTY OWNER: JOHNSON CONTROLS
47700 HALYARD DRIVE
PLYMOUTH, MICHIGAN 48170

PERMIT NO. / REVIEW NO.: _____ / **R11-233**

A. PHYSICAL LIMITS OF THE STORMWATER MANAGEMENT SYSTEM

THE STORMWATER MANAGEMENT SYSTEM (SWMS) SUBJECT TO THIS LONG-TERM MAINTENANCE PLAN (PLAN) IS DEPICTED ON EXHIBIT A TO THE PERMIT AND INCLUDES WITHOUT LIMITATION THE STORM SEWERS, SWALES, MANHOLES, CATCH BASINS, STORMWATER INLETS, MANUFACTURED TREATMENT SYSTEMS, AND CLOSED CONDUITS THAT CONVEY FLOW FROM THE SITE STORM SYSTEM INTO MANHOLES WITHIN THE HALYARD DRIVE RIGHT-OF-WAY.

FOR PURPOSES OF THIS PLAN, THIS STORMWATER MANAGEMENT SYSTEM AND ALL OF ITS COMPONENTS AS SHOWN ON EXHIBIT A IS REFERED TO AS THE "JOHNSON CONTROLS COE SWMS".

B. TIME FRAME FOR LONG-TERM MAINTENANCE RESPONSIBILITY

THE PROPERTY OWNER IS RESPONSIBLE FOR MAINTAINING THE JOHNSON CONTROLS COE SWMS, INCLUDING COMPLYING WITH APPLICABLE REQUIREMENTS OF THE LOCAL OR WAYNE COUNTY SOIL EROSION AND SEDIMENTATION CONTROL PROGRAM, UNTIL WAYNE COUNTY RELEASES THE CONSTRUCTION PERMIT. LONG-TERM MAINTENANCE CONTINUES IN PERPETUITY.

C. MANNER OF ENSURING MAINTENANCE RESPONSIBILITY

THE LONG-TERM MAINTENANCE RESPONSIBILITY OF THE JOHNSON CONTROLS COE SWMS IS STRICTLY THE RESPONSIBILITY OF THE OWNER OF THE PROPERTY, WITHIN WHICH THE JOHNSON CONTROLS COE SWMS HAS BEEN BUILT (PROPERTY OWNER).

THE TOWNSHIP OF PLYMOUTH, THROUGH A MAINTENANCE AGREEMENT WITH THE PROPERTY OWNER, REQUIRES ACTUAL MAINTENANCE TO BE PERFORMED BY THE PROPERTY OWNER. IF THE PROPERTY OWNER FAILS TO PERFORM THE NEEDED MAINTENANCE, THE TOWNSHIP WILL BE ALLOWED TO ENTER THE PROPERTY, PERFORM THE NECESSARY MAINTENANCE AND RECOVER THE COSTS AS ALLOWED FOR IN THE MAINTENANCE AGREEMENT. THE MAINTENANCE AGREEMENT WILL BE RECORDED WITH THE WAYNE COUNTY REGISTER OF DEEDS SUCH THAT THE REQUIREMENTS FOR MAINTENANCE WILL BE PASSED ONTO FUTURE OWNERS.

THE TOWNSHIP OF PLYMOUTH ASSUMES JURISDICTION OVER AND ACCEPTS ULTIMATE RESPONSIBILITY FOR MAINTENANCE OF THE JOHNSON CONTROLS COE SWMS SET FORTH IN EXHIBIT A, TO ENSURE THAT THE STORMWATER MANAGEMENT SYSTEM FUNCTIONS PROPERLY AS DESIGNED AND CONSTRUCTED. THE TOWNSHIP OF PLYMOUTH'S RESPONSIBILITIES ENSURE THIS PERMIT SHALL INCLUDE THOSE ITEMS IDENTIFIED IN TABLE 1 HEREIN, AND ANY OTHER ACTIVITIES OR RESPONSIBILITIES FOR MAINTENANCE OF THE STORMWATER MANAGEMENT SYSTEM AS MAY BE SET FORTH IN THE ORDINANCE, ADMINISTRATIVE RULES, THE PLAN, OR THIS PERMIT.

TO ENSURE THAT THE JOHNSON CONTROLS COE SWMS IS MAINTAINED IN PERPETUITY, THE MAP OF THE PHYSICAL LIMITS OF THE STORMWATER MANAGEMENT SYSTEM (EXHIBIT A), THIS PLAN (EXHIBIT B), AND THE MAINTENANCE AGREEMENT BETWEEN THE TOWNSHIP AND THE PROPERTY OWNER WILL BE RECORDED WITH THE WAYNE COUNTY REGISTER OF DEEDS. UPON RECORDING, A COPY OF THE RECORDED DOCUMENT WILL BE PROVIDED TO THE COUNTY.

D. LONG-TERM MAINTENANCE PLAN AND SCHEDULE

TABLE 1 IDENTIFIES THE MAINTENANCE ACTIVITIES TO BE PERFORMED, ORGANIZED BY CATEGORY (MONITORING/INSPECTION ACTIVITIES, PREVENTATIVE MAINTENANCE, AND REMEDIAL ACTIONS). TABLE 1 ALSO IDENTIFIES SITE SPECIFIC WORK NEEDED TO ENSURE THAT THE STORMWATER MANAGEMENT SYSTEM FUNCTIONS PROPERLY.

REVISIONS			STORMWATER MAINTENANCE AGREEMENT JOHNSON CONTROLS COE BUILDING PLYMOUTH TOWNSHIP, MICHIGAN	DATE	SCALE HOR: 1" =	
ITEM	DATE	BY		10/5/11	FIELD BOOK NO.	
PER SCDPS	10/14/11	SRB	Z E I M E T W O Z N I A K & ASSOCIATES Civil Engineers & Land Surveyors 55800 GRAND RIVER AVE, SUITE 100 NEW HUDSON, MICHIGAN 48165 P: (248) 437-5099 F: (248) 437-5222 www.zeimetwozniak.com	DESIGNED BY	JOB NO.	© COPYRIGHT 2009
				JJW	11130	
				DRAWN BY	SHEET NO.	
				SRB	1/2	

H:\Projects\11130\dwg\11130 srm maint exhibit.dwg, Layout1 (2), 10/14/2011 11:26:04 AM, SBiasczyk

EXHIBIT B
STORMWATER MANAGEMENT SYSTEM LONG-TERM MAINTENANCE PLAN

TABLE 1

Long-Term Maintenance Schedule
Johnson Controls COE SWMS, Plymouth Township, Michigan

Maintenance Activities	System Components					Frequency
	Catch Basins, Inlets & Storm Sewers	Channels & Vegetated Swales	Manufactured Treatment Systems and Detention/Retention Systems	Flow Restrictors, Overflow Structures & Outlet Pipes	Pavement Areas	
Monitoring/Inspection						
• Inspect for sediment accumulation *	X		X	X		Annually
• Inspect for floatables, dead vegetation and debris	X		X			Annually and after major events
• Inspect all components during wet weather and compare to as-built plans	X		X	X	X	Annually
• Monitor plantings/vegetation						2 times per year
• Ensure means of access for maintenance remain clear/open	X		X	X	X	Annually
Preventative Maintenance						
• Remove accumulated sediment	X		X	X		As needed *
• Remove floatables, dead vegetation and debris	X		X	X		As needed
• Sweeping of Pavement Surfaces (street and parking areas)					X	As needed
Remedial Actions						
• Structural repairs	X		X	X		As needed
• Make adjustments/repairs to ensure proper functioning	X		X	X	X	As needed

* Manufactured treatment systems should be cleaned according to manufacturer's recommendations; At a minimum, whenever sediment accumulates to a depth of 6-12 inches or if sediment resuspension is observed.

REVISIONS			STORMWATER MAINTENANCE AGREEMENT JOHNSON CONTROLS COE BUILDING PLYMOUTH TOWNSHIP, MICHIGAN		DATE	SCALE	
ITEM	DATE	BY			10/5/11	HOR: 1" =	
PER	WCDPS	10/14/11	SRB			FIELD BOOK NO.	
					DESIGNED BY	JOB NO.	© COPYRIGHT 2009
					JJW	11130	
					DRAWN BY	SHEET NO.	
					SRB	2/2	

ZEIMET WOZNIAK
& ASSOCIATES
Civil Engineers & Land Surveyors
55800 GRAND RIVER AVE, SUITE 100
NEW HUDSON, MICHIGAN 48165
P: (248) 437-5099 F: (248) 437-5222 www.zeimetwozniak.com

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STORM DRAIN AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, A.D., 2012, by and between the PLYMOUTH CHARTER TOWNSHIP, a Municipal Corporation, 9955 North Haggerty Road, Plymouth, Michigan 48170, hereinafter referred to as "TOWNSHIP", and Allstate Development Enterprises Outlot LLC whose address is 6960 Orchard Lake Road, Suite 300; West Bloomfield, Michigan hereinafter referred to as "PROPRIETOR", in consideration of the TOWNSHIP adopting a Resolution assuming jurisdiction and maintenance of a certain storm drain, a copy of which is attached as Exhibit A and incorporated by reference, and executing a certain Permit, a copy of which is attached as Exhibit B and incorporated by reference, with the WAYNE COUNTY DEPARTMENT OF PUBLIC SERVICES, COUNTY OF WAYNE, MICHIGAN, a public body corporate, providing certain duties and obligations undertaken by the TOWNSHIP in respect to a storm drain for the ultimate proximate benefit of PROPRIETOR and the special benefit of land within the PLYMOUTH CHARTER TOWNSHIP, County of Wayne and State of Michigan, hereinafter termed "SPECIALLY BENEFITED DISTRICT", described as:

STREET ADDRESS: 44525 ANN ARBOR ROAD, PLYMOUTH TOWNSHIP, MICHIGAN

TAX IDENTIFICATION NUMBER R78-058-99-0035-001

LEGAL DESCRIPTION:

TOWNSHIP OF PLYMOUTH, WAYNE COUNTY, MICHIGAN. LAND BEING IN THE SOUTHWEST 1/2 SECTION 34, PLYMOUTH TOWNSHIP, TOWN 1 SOUTH, RANGE 8 EAST, WAYNE COUNTY, MICHIGAN BEING MORE PARTICULARLY DESCRIBED AS THAT PART OF EAST 1/2 OF SOUTHWEST 1/4 OF SECTION 34 BEGINNING AT CENTER 1/4 CORNER OF SECTION 34 AND PROCEEDING DUE SOUTH ALONG NORTH AND SOUTH 1/4 LINE 210 FEET THENCE WEST 210 FEET THENCE NORTH 210 FEET TO EAST AND WEST 1/4 LINE OF SECTION 34 THENCE EAST ALONG SAID LINE 210 FEET TO POINT OF BEGINNING, EXCEPT THAT PART TAKEN FOR SHELDON ROAD.

and said storm drain, or the portion thereof, being assumed for jurisdiction and maintenance, is pictorially set forth on attached Exhibit B, incorporated by reference.

NOW, THEREFORE, in consideration of the foregoing and of these presents, TOWNSHIP and PROPRIETOR agree as follows:

1. The PROPRIETOR shall prepare and submit to the TOWNSHIP for review and approval by the TOWNSHIP, in its sole discretion, all construction and as built plans and specifications for the storm drains as the TOWNSHIP may require.
2. Upon completion of the PROPRIETOR'S construction, payment by the PROPRIETOR of the TOWNSHIP'S inspection and review fees, and submission of approved as built plans and specifications, the TOWNSHIP shall assume jurisdiction of the storm drain and maintain the same at its own cost and expense,

subject to complete reimbursement of the same by the owners (at any time hereafter) of all lands in the aforescribed SPECIALLY BENEFITED DISTRICT and subject to such security and bonds as the TOWNSHIP may require of the PROPRIETOR.

3. The PROPRIETOR and the owners, their agents, heirs, successors and assigns, of all lands in the SPECIALLY BENEFITED DISTRICT shall defend, indemnify and save harmless from risk of loss and all expenses, costs, interest, actual attorneys' fees, settlement sums and judgments, if any, the TOWNSHIP from any claims,

demands, actions, damages and injuries of any kind, nature or description which may hereafter at any time be made against the TOWNSHIP, whether directly or indirectly, on account of, arising from or occurring as a result of the design, construction, use, maintenance, repair, discharge to, violation of the Clean Water Act, or operation, or the omission of any of the same, of the storm drain and the appurtenances, connections, attachments and appliances thereof.

The PROPRIETOR and the owners, their agents, heirs, successors and assigns, shall be subject to the provisions of Ordinance No. 99, which provides, in pertinent part, for the creation of liens upon the SPECIALLY BENEFITED DISTRICT in favor of TOWNSHIP for any and all amounts unpaid by the SPECIALLY BENEFITED DISTRICT to the TOWNSHIP as a result of any claims, demands, actions, damages and injuries of any kind, nature or description which may hereafter at any time be made against the TOWNSHIP, whether directly or indirectly, on account of, arising from or occurring as a result of the design, construction, use, maintenance, repair or operation, or the omission of any of the same, of the storm drain and the appurtenances, connections, attachments and appliances thereof.

4. The PROPRIETOR, and the successors and assigns of same, and the owners of all lands in the SPECIALLY BENEFITED DISTRICT shall fully and faithfully perform each and all of the particular and the general conditions of the Permit, being Exhibit B.

5. PROPRIETOR shall constitute the following language as a restriction and covenant running with all of the land described as the SPECIALLY BENEFITED DISTRICT and binding upon all owners of said lands, and their agents, heirs, assigns and successors:

(a) The PLYMOUTH CHARTER TOWNSHIP, its successors, assigns, agents, independent contractors and employees, is hereby granted an irrevocable license to enter upon and across all land at any time for the purposes of inspecting, repairing, maintaining, removing, installing, reinstalling and constructing the storm drain which is the subject of a certain Storm Drain Agreement, dated _____, 2012, between the PLYMOUTH CHARTER TOWNSHIP AND Allstate Development Enterprises Outlot LLC. therein referred to as PROPRIETOR, and which are subject to a Permit between the PLYMOUTH CHARTER TOWNSHIP and the WAYNE COUNTY DEPARTMENT OF PUBLIC SERVICES, WAYNE COUNTY, MICHIGAN dated June 7, 2012.

(b) The owner(s) of the land, and their agents, heirs, successors and assigns, shall be jointly and severally liable for all costs and expenses incurred by the PLYMOUTH CHARTER TOWNSHIP, together with reasonable charges for its administration, supervision and management, in inspecting, repairing, maintaining, removing, installing, reinstalling and constructing the storm drain which is the subject of paragraph (a), immediately hereinbefore set forth. Such costs, expenses and charges shall be due and owing upon the PLYMOUTH CHARTER TOWNSHIP communicating the same in writing to the last known address of said PROPRIETOR filed with the Township Clerk and to the address of owner(s) as set forth on the then existing tax roll by first class mail, postage prepaid, and a proof of service of said mailing shall be conclusive evidence of the fact of actual notice to all persons, firms, corporations, associations or entities to whom such mailing was addressed. The foregoing shall not be the exclusive right or remedy of the PLYMOUTH CHARTER TOWNSHIP, rather all rights and remedies otherwise provided to the PLYMOUTH CHARTER TOWNSHIP by statute, ordinance, agreement or other provisions of this instrument shall be available to the PLYMOUTH CHARTER TOWNSHIP.

Wherever in this instrument the term "storm drain" is utilized, it shall be read to mean the same as "storm sewer".

IN WITNESS WHEREOF, the parties hereto have caused this Storm Drain Agreement to be executed by their respective, duly-authorized officers and their seals to be affixed hereto all as of the day and year first above written.

Allstate Development Enterprises Outlot LLC
PROPRIETOR

By: Marsha Kifferstein
Marsha Kifferstein

Its: Authorized Representative

PLYMOUTH CHARTER TOWNSHIP

By: Richard M. Reaume
Richard M. Reaume

Its: Supervisor

By: Joseph Bridgeman
Joseph Bridgeman

Its: Clerk

STATE OF MICHIGAN)
)ss.
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me this 30th day of August, 2012,
by Marsha Kifferstein, Authorized Representative of Allstate Development Enterprises Outlot LLC.,
Individual Name(s) and Office Held Corporate Name
a Michigan Corporation, on behalf of the Corporation.
State of Incorporation

Czacharek
C. Zacharek Notary Public
Macomb County, Michigan
My Commission Expires: 05/21/2014
acting in Oakland County

STATE OF MICHIGAN)
)ss.
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me this __ day of _____ 20 ____ by
Richard M. Reaume, Supervisor of Plymouth Charter Township and Joseph Bridgman, Clerk of Plymouth Charter
Township, a Michigan municipal corporation, on behalf of the Plymouth Charter Township.

Notary Public

Wayne County, Michigan
My Commission Expires: _____

When recorded, return to:

Joseph Bridgman, Clerk
Plymouth Charter Township
9955 North Haggerty Road
Plymouth, MI 48170

Drafted by:

Ronald E. Witthoff, Esq.
Hemming, Polaczyk, Cronin,
Smith, Witthoff & Bennett, P.C.
217 W. Ann Arbor Road, Suite 302
Plymouth, MI 48170

PLYMOUTH CHARTER TOWNSHIP
RESOLUTION _____

Whereas, the Plymouth Charter Township has been requested by Allstate Development Enterprises Outlot L.L.C. to assume jurisdiction and maintenance of a certain storm drain (or storm sewer, as the case may be); and

Whereas, the Wayne County Department of Public Services for the County of Wayne is agreeable to such request and has prepared a Permit No. M-46733 to be entered into by said Wayne County Department of Public Services, the Plymouth Charter Township and Allstate Development Enterprises Outlot L.L.C. for the purposes therein stated; and

Whereas, the Plymouth Charter Township is under no legal duty to assume such jurisdiction and maintenance or to enter into the aforesaid Permit for the particular benefit of Allstate Development Enterprises Outlot LLC and the property served by the storm drain and it is necessary for the public health, safety and welfare that said storm drain be maintained and such maintenance be without cost or expense to the Plymouth Charter Township; and

Whereas, Allstate Development Enterprises Outlot L.L.C. as willingly and freely affirmed the desire and intent to execute and record instruments for the purpose of insuring that the Plymouth Charter Township will be held harmless from all costs and expenses in any way pertaining to the Plymouth Charter Township assuming the aforescribed maintenance and jurisdiction or to the aforesaid Permit being executed by the Plymouth Charter Township.

NOW, THEREFORE, BE IT RESOLVED that the Plymouth Charter Township shall assume jurisdiction and maintenance of the storm drain servicing the premises at the street address of 44525 Ann Arbor Road, Plymouth Township, Michigan and owned by Allstate Development Enterprises Outlot L.L.C.

FURTHER, BE IT RESOLVED that the Supervisor and Clerk of the Plymouth Charter Township are authorized and empowered to execute Permit No. M-46733 of the Wayne County Department of Public Services in behalf of the Plymouth Charter Township; and

FURTHER, BE IT RESOLVED that the Supervisor and Clerk of the Plymouth Charter Township are authorized and empowered to execute the Storm Drain Agreement in behalf of the Plymouth Charter Township together with Allstate Development Enterprises Outlot L.L.C. in the form and substance of the instrument presented to this Board.

Moved By:

Supported By:

Yes:

No:

The foregoing Resolution was adopted by the Board of Trustees of the Plymouth Charter Township at their meeting of _____, 20____, and I, the Clerk of the Plymouth Charter Township, do hereby certify that the foregoing Resolution is a true and genuine copy of the original Resolution which is in my keeping in the official records of the Plymouth Charter Township.

PLYMOUTH CHARTER TOWNSHIP

Joseph Bridgman, Clerk

Dated: _____ 20, ____.

PERMIT OFFICE
33809 MICHIGAN AVE
WAYNE, MI 48184,
PHONE (734) 595-6504
FAX (734) 595-6356

72 HOURS BEFORE ANY
CONSTRUCTION. CALL

FOR INSPECTION



WAYNE COUNTY
DEPARTMENT OF PUBLIC SERVICES
PERMIT TO CONSTRUCT, OPERATE, USE AND/OR MAINTAIN

PERMIT No. M-46733	
ISSUE DATE 5/7/2012	EXPIRES
REVIEW No. R 12-066	WORK ORDER

PROJECT NAME MAINTENANCE PERMIT FOR KROGER FUEL STATION	
LOCATION 44421 ANN ARBOR (ANN ARBOR ROAD @ SHELDON ROAD)	CITY/TWP PLYMOUTH TOWNSHIP
PERMIT HOLDER PLYMOUTH TOWNSHIP 9955 N HAGGERTY RD PLYMOUTH, MI 48170-4673	CONTRACTOR THE KROGER COMPANY 40393 GRAND RIVER AVENUE NOVI MI 48375
CONTACT RICHARD RESUME (734) 354-3200	CONTACT JOHN G DAMRATH (248) 987-4011
DESCRIPTION OF PERMITTED ACTIVITY (72 HOURS BEFORE YOU DIG, CALL MISS DIG 1-800-482-7161, www.missdig.org)	

PERMIT TO MAINTAIN THE STORM WATER MANAGEMENT SYSTEM IN ACCORDANCE WITH THE DRAWING ATTACHED AS EXHIBIT "A", THE TERMS OF THE LONG-TERM MAINTENANCE PLAN ATTACHED AS EXHIBIT "B" AND THE WAYNE COUNTY STORM WATER ORDINANCE AND ADMINISTRATIVE RULES. A RESOLUTION FROM THE LOCAL MUNICIPALITY TO MAINTAIN THE PROPOSED STORM WATER MANAGEMENT SYSTEM AND ITS FACILITIES IS REQUIRED.

THE TOWNSHIP OF PLYMOUTH SHALL ASSUME JURISDICTION OVER AND ACCEPT RESPONSIBILITY FOR MAINTENANCE OF THE STORM WATER MANAGEMENT SYSTEM(S) TO ENSURE THAT THE STORM WATER MANAGEMENT SYSTEM FUNCTIONS PROPERLY AS DESIGNED AND CONSTRUCTED. THE PERMIT HOLDER'S RESPONSIBILITIES UNDER THIS PERMIT SHALL INCLUDE, WITHOUT LIMITATIONS, (A) ANY MONITORING AND PREVENTIVE MAINTENANCE ACTIVITIES SET FORTH IN THE PLAN; (B) ANY AND ALL REMEDIAL ACTIONS NECESSARY TO REPAIR, MODIFY OR RECONSTRUCT THE SYSTEM AND (C) OTHER ACTIVITIES OR RESPONSIBILITIES FOR MAINTENANCE OF THE STORM WATER MANAGEMENT SYSTEM AS MAY BE SET FORTH IN THE ORDINANCE, ADMINISTRATIVE RULES, THE PLAN OR THIS PERMIT.

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THE TOWNSHIP OF PLYMOUTH SHALL PREPARE, EXECUTE AND (IF NECESSARY) RECORD ANY AND ALL AGREEMENTS, CONTRACTS AND OTHER DOCUMENTS THAT MAY BE REQUIRED TO PERFORM ITS OBLIGATIONS HEREUNDER AND ENSURE MAINTENANCE OF THE STORM WATER MANAGEMENT SYSTEM IN PERPETUITY.

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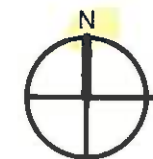
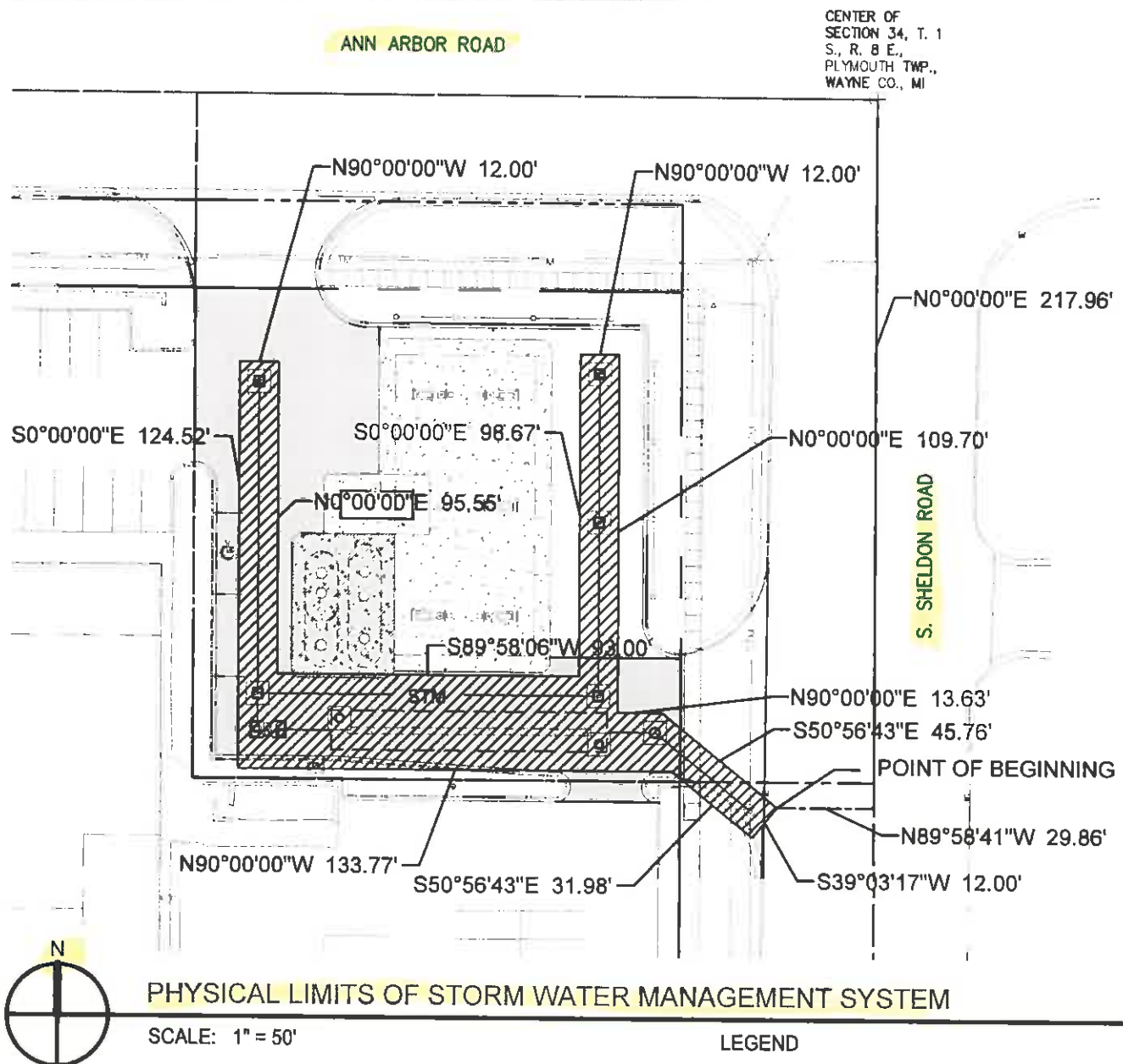
APPROVED PLANS PREPARED BY The Kroger Company	REQUIRED ATTACHMENTS EXHIBIT A: MAP DEPICTING PHYSICAL LIMITS OF STORM WATER MGT SYSTEM EXHIBIT 'B': LONG TERM MAINTENANCE PLAN EXHIBIT 'C': BINDING AGREEMENT (COMMUNITY RESOLUTION)
PLANS APPROVED BY Razi, M.	(PERMIT VALID ONLY IF ACCOMPANIED BY ABOVE ATTACHMENTS)

In consideration of the Permit Holder and Contractor agreeing to abide and conform with all the terms and conditions herein, a Permit is hereby issued to the above named to Construct, Operate, Use and/or Maintain within the Road Right of Way, County Easement, and/or County Property. The permitted work described above shall be accomplished in accordance with the Approved Plans, Maps, Specifications and Statements filed with the Permit Office which are integral to and made part of this Permit. The General Conditions as well as any Required Attachments are incorporated as part of this Permit.

PERMIT HOLDER NAME PERMIT HOLDER / AUTHORIZED AGENT	DATE	WAYNE COUNTY DEPARTMENT OF PUBLIC SERVICES	PREPARED BY
		VALIDATED BY Ms. Tawny Barnes Permit Coordinator	DATE

EXHIBIT A

CENTER OF SECTION 34, T. 1 S., R. 8 E.,
PLYMOUTH TWP., WAYNE CO., MI



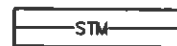
PHYSICAL LIMITS OF STORM WATER MANAGEMENT SYSTEM

SCALE: 1" = 50'

LEGEND



~~OWNER~~ PLYMOUTH TOWNSHIP
MAINTENANCE RESPONSIBILITY



STM STORM SEWER

PARCELS LEGAL DESCRIPTION

TAX ID NUMBER(S): 780-058-99-0035-001

LAND SITUATED IN THE TOWNSHIP OF PLYMOUTH IN THE COUNTY OF WAYNE IN THE STATE OF MI

TOWNSHIP OF PLYMOUTH, WAYNE COUNTY, MICHIGAN. LAND BEING IN THE SOUTHWEST 1/4 SECTION 34, PLYMOUTH TOWNSHIP, TOWN 1 SOUTH, RANGE 8 EAST, WAYNE COUNTY, MICHIGAN BEING MORE PARTICULARLY DESCRIBED AS THAT PART OF EAST 1/2 OF SOUTHWEST 1/4 OF SECTION 34 BEGINNING AT CENTER 1/4 CORNER OF SECTION 34 AND PROCEEDING DUE SOUTH ALONG NORTH AND SOUTH 1/4 LINE 210 FEET THENCE WEST 210 FEET THENCE NORTH 210 FEET TO EAST AND WEST 1/4 LINE OF SECTION 34 THENCE EAST ALONG SAID LINE 210 FEET TO POINT OF BEGINNING, EXCEPT THAT PART TAKEN FOR ROAD.

CONTAINING 0.52 ACRES, MORE OR LESS.

WAYNE COUNTY DPS

APR 25 2012

PERMIT OFFICE

PROJECT:

KROGER D-670

RETAIL FUEL CENTER
SWC SHELDON ROAD at W. ANN ARBOR ROAD
PLYMOUTH TOWNSHIP, MI 48170

Landplan Engineering

37740 Hills Tech Dr.
Farmington Hills, MI 48331
tele (248)987-4011

DATE: APRIL 13, 2012

EXHIBIT B **STORM WATER MANAGEMENT SYSTEM LONG-TERM MAINTENANCE PLAN**

Property Information: Kroger Fuel Station
44525 Ann Arbor Road
Plymouth Township, Michigan

Property Owner: All State Development Enterprises Outlot, LLC
6960 Orchard Lake Road
West Bloomfield, MI 48322

Permit No. / Review No. C - / R12-066

A. Physical Limits of the Storm Water Management System

The storm water management system (SWMS) subject to this long-term maintenance plan (Plan) is depicted on Exhibit A to the permit and includes without limitation the storm sewers, catch basins, manholes, inlets, manufactured treatment system, underground detention system, flow restrictor structure and outlet pipe that conveys flow from the underground detention system to a Wayne County storm manhole within the right-of-way of Sheldon Road. For the purposes of this plan, this storm water management system and all of its components as shown in Exhibit A is referred to as Kroger Fuel Station SWMS.

B. Time Frame for Long-Term Maintenance Responsibility

All State Development Enterprises Outlot, LLC is responsible for maintaining the Kroger Fuel Station SWMS including complying with applicable requirements of the local or Wayne County soil erosion and sedimentation control program until Wayne County releases the construction permit. Long term maintenance responsibility for the Kroger Fuel Station SWMS commences when defined by the maintenance permit issued by the County. Long-term maintenance continues in perpetuity.

C. Manner of Insuring Maintenance Responsibility

The Township of Plymouth has assumed responsibility for long-term maintenance of Kroger Fuel Station SWMS. The resolution by which Plymouth Township has assumed maintenance responsibility is attached to the permit as Exhibit C. All State Development Enterprises Outlot, LLC through a maintenance agreement with the Plymouth Township, has agreed to perform the maintenance activities required by this plan. Plymouth Township retains the right to enter the property and perform the necessary maintenance of the Kroger Fuel Station SWMS if the All State Development Enterprises Outlot, LLC fails to perform the required maintenance activities.

To ensure that the Kroger Fuel Station SWMS is maintained in perpetuity, the map of the physical limits of the storm water management system (Exhibit A), this plan (Exhibit B), the resolution attached as Exhibit C, and the maintenance agreement between the Plymouth Township and the property owner will be recorded with the Wayne County Register of Deeds. A copy of the recorded documents shall be provided to the County.

D. Long-Term Maintenance Plan and Schedule

Table 1 identifies the maintenance activities to be performed, organized by category (monitoring/inspections, preventative maintenance and remedial actions). Table 1 also identifies site-specific work needed to ensure that the storm water management system functions properly as designed.

TABLE 1
STORM WATER MANAGEMENT SYSTEM LONG-TERM MAINTENANCE SCHEDULE

MAINTENANCE ACTIVITIES	SYSTEM COMPONENTS	Storm Collection System (Sewers, Swales, Catch Basins, Manholes)	Manufactured Treatment System	Underground Detention System	Flow Restrictor Structure & Outlet Pipe	Pavement Areas	FREQUENCY
Monitoring/Inspection							
Inspect for Sediment Accumulation/Clogging		X	X	X	X	X	Annually
Inspect For Floatables, Dead Vegetation & Debris		X	X	X	X	X	Annually & After Major Events
Inspect For Erosion And Integrity of System		X				X	Annually & After Major Events
Inspect All Components During Wet weather & Compare		X	X	X	X	X	Annually
Ensure Maintenance Access Remain Open/Clear		X	X	X	X	X	Annually
Preventative Maintenance							
Remove Accumulated sediments		X	X	X	X	X	As Needed (See Note Below)
Remove Floatables, Dead Vegetation & Debris		X				X	As Needed
Sweeping of Paved Surfaces						X	As Needed
Remedial Actions							
Repair/Stabilize Areas of Erosion		X				X	As Needed
Replace Dead Plantings & Reseed Bare Areas		X					As needed
Structural Repairs		X	X	X	X	X	As Needed
Make Adjustments/Repairs to Ensure Proper Functioning		X	X	X	X	X	As Needed

NOTE: Manufactured treatment system and underground detention system to be cleaned according to the manufacturer's recommendations; at a minimum, whenever sediments accumulate to a depth of 6-12 inches, or if sediment resuspension is observed.

PROJECT:	OWNER:	ENGINEER:	DATE: 4/ 13 /2012
Kroger Fuel Station 44525 Ann Arbor road Plymouth, MI 48170	All State Development Enterprises Outlot, LLC 6960 Orchard Lake Road West Bloomfield, MI 48322 Telephone: (248) 855 - 3330	Land Plan Engineering, P.A. 37740 Hills Tech Drive Farmington Hills, MI 48331 Phone: (248) 987 - 4011 Fax: (248) -3741	
			SHEET 1 OF 1

STORM DRAIN AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____ A.D., 2012, by and between the PLYMOUTH CHARTER TOWNSHIP, a Municipal Corporation, 9955 North Haggerty Road, Plymouth, Michigan 48170, hereinafter referred to as "TOWNSHIP", and Allstate Development Enterprises LLC whose address is 6960 Orchard Lake Road, Suite 300; West Bloomfield, Michigan hereinafter referred to as "PROPRIETOR", in consideration of the TOWNSHIP adopting a Resolution assuming jurisdiction and maintenance of a certain storm drain, a copy of which is attached as Exhibit A and incorporated by reference, and executing a certain Permit, a copy of which is attached as Exhibit B and incorporated by reference, with the WAYNE COUNTY DEPARTMENT OF PUBLIC SERVICES, COUNTY OF WAYNE, MICHIGAN, a public body corporate, providing certain duties and obligations undertaken by the TOWNSHIP in respect to a storm drain for the ultimate proximate benefit of PROPRIETOR and the special benefit of land within the PLYMOUTH CHARTER TOWNSHIP, County of Wayne and State of Michigan, hereinafter termed "SPECIALLY BENEFITED DISTRICT", described as:

STREET ADDRESS: 44525 ANN ARBOR ROAD WEST, PLYMOUTH TOWNSHIP, MICHIGAN

TAX IDENTIFICATION NUMBER: R78-058-99-0030-701
R78-058-99-0030-703

LEGAL DESCRIPTION:

LAND SITUATED IN THE TOWNSHIP OF PLYMOUTH IN THE COUNTY OF WAYNE IN THE STATE OF MICHIGAN

PART OF THE SOUTHWEST 1/4 OF SECTION 34, T. 1 S., R. 8.E., PLYMOUTH TOWNSHIP, WAYNE COUNTY, MICHIGAN, DESCRIBED AS; COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 34; THENCE N. 89°58'06" E. 2053.37 FEET ALONG THE EAST/WEST 1/4 LINE OF SAID SECTION 34, SAID LINE ALSO BEING THE CENTERLINE OF ANN ARBOR ROAD TO THE POINT OF BEGINNING; THENCE CONTINUING N. 89°58'06" E. 546.6 FEET ALONG SAID CENTERLINE TO A POINT ON THE WEST RIGHT OF WAY LINE OF SHELDON ROAD (60 FEET FROM CENTERLINE); THENCE DUE SOUTH 639.76 FEET ALONG SAID WEST RIGHT OF WAY LINE; THENCE N. 89°54'08" W. 784.54 FEET; THENCE N. 00°03'11" E. 366.65 FEET; THENCE N. 89°58'06" E. 15.00 FEET; THENCE N. 00°03'11" E. 218.34 FEET; THENCE N. 89°58'06" E. 222.19 FEET ALONG THE SOUTH RIGHT OF WAY LINE OF ANN ARBOR ROAD; THENCE N. 00°03'11" E. 53.00 FEET TO THE POINT OF BEGINNING. CONTAINING 11.14 ACRES OF LAND, MORE OR LESS.

and said storm drain, or the portion thereof, being assumed for jurisdiction and maintenance, is pictorially set forth on attached Exhibit B, incorporated by reference.

NOW, THEREFORE, in consideration of the foregoing and of these presents, TOWNSHIP and PROPRIETOR agree as follows:

1. The PROPRIETOR shall prepare and submit to the TOWNSHIP for review and approval by the TOWNSHIP, in its sole discretion, all construction and as built plans and specifications for the storm drains as the TOWNSHIP may require.

2. Upon completion of the PROPRIETOR'S construction, payment by the PROPRIETOR of the TOWNSHIP'S inspection and review fees, and submission of approved as built plans and specifications, the TOWNSHIP shall assume jurisdiction of the storm drain and maintain the same at its own cost and expense, subject to complete reimbursement of the same by the owners (at any time hereafter) of all lands in the aforescribed SPECIALLY BENEFITED DISTRICT and subject to such security and bonds as the TOWNSHIP may require of the PROPRIETOR.

3. The PROPRIETOR and the owners, their agents, heirs, successors and assigns, of all lands in the SPECIALLY BENEFITED DISTRICT shall defend, indemnify and save harmless from risk of loss and all expenses, costs, interest, actual attorneys' fees, settlement sums and judgments, if any, the TOWNSHIP from any claims,

demands, actions, damages and injuries of any kind, nature or description which may hereafter at any time be made against the TOWNSHIP, whether directly or indirectly, on account of, arising from or occurring as a result of

the design, construction, use, maintenance, repair, discharge to, violation of the Clean Water Act, or operation, or the omission of any of the same, of the storm drain and the appurtenances, connections, attachments and appliances thereof.

The PROPRIETOR and the owners, their agents, heirs, successors and assigns, shall be subject to the provisions of Ordinance No. 99, which provides, in pertinent part, for the creation of liens upon the SPECIALLY BENEFITED DISTRICT in favor of TOWNSHIP for any and all amounts unpaid by the SPECIALLY BENEFITED DISTRICT to the TOWNSHIP as a result of any claims, demands, actions, damages and injuries of any kind, nature or description which may hereafter at any time be made against the TOWNSHIP, whether directly or indirectly, on account of, arising from or occurring as a result of the design, construction, use, maintenance, repair or operation, or the omission of any of the same, of the storm drain and the appurtenances, connections, attachments and appliances thereof.

4. The PROPRIETOR, and the successors and assigns of same, and the owners of all lands in the SPECIALLY BENEFITED DISTRICT shall fully and faithfully perform each and all of the particular and the general conditions of the Permit, being Exhibit B.

5. PROPRIETOR shall constitute the following language as a restriction and covenant running with all of the land described as the SPECIALLY BENEFITED DISTRICT and binding upon all owners of said lands, and their agents, heirs, assigns and successors:

(a) The PLYMOUTH CHARTER TOWNSHIP, its successors, assigns, agents, independent contractors and employees, is hereby granted an irrevocable license to enter upon and across all land at any time for the purposes of inspecting, repairing, maintaining, removing, installing, reinstalling and constructing the storm drain which is the subject of a certain Storm Drain Agreement, dated _____, 2012, between the PLYMOUTH CHARTER TOWNSHIP AND Allstate Development Enterprises LLC. therein referred to as PROPRIETOR, and which are subject to a Permit between the PLYMOUTH CHARTER TOWNSHIP and the WAYNE COUNTY DEPARTMENT OF PUBLIC SERVICES, WAYNE COUNTY, MICHIGAN dated March 1, 2012.

(b) The owner(s) of the land, and their agents, heirs, successors and assigns, shall be jointly and severally liable for all costs and expenses incurred by the PLYMOUTH CHARTER TOWNSHIP, together with reasonable charges for its administration, supervision and management, in inspecting, repairing, maintaining, removing, installing, reinstalling and constructing the storm drain which is the subject of paragraph (a), immediately hereinbefore set forth. Such costs, expenses and charges shall be due and owing upon the PLYMOUTH CHARTER TOWNSHIP communicating the same in writing to the last known address of said PROPRIETOR filed with the Township Clerk and to the address of owner(s) as set forth on the then existing tax roll by first class mail, postage prepaid, and a proof of service of said mailing shall be conclusive evidence of the

fact of actual notice to all persons, firms, corporations, associations or entities to whom such mailing was addressed. The foregoing shall not be the exclusive right or remedy of the PLYMOUTH CHARTER TOWNSHIP, rather all rights and remedies otherwise provided to the PLYMOUTH CHARTER TOWNSHIP by statute, ordinance, agreement or other provisions of this instrument shall be available to the PLYMOUTH CHARTER TOWNSHIP.

Further, the PROPRIETOR shall forthwith record this Storm Drain Agreement with the Wayne County Register of Deeds at PROPRIETOR'S sole cost and expense and furnish to the TOWNSHIP satisfactory evidence of such recording.

Wherever in this instrument the term "storm drain" is utilized, it shall be read to mean the same as "storm sewer".

IN WITNESS WHEREOF, the parties hereto have caused this Storm Drain Agreement to be executed by their respective, duly-authorized officers and their seals to be affixed hereto all as of the day and year first above written.

Allstate Development Enterprises LLC
PROPRIETOR

By: 
Marsha Kifferstein

Its: Authorized Representative

PLYMOUTH CHARTER TOWNSHIP

By: _____
Richard M. Reaume

Its: Supervisor

By: _____
Joseph Bridgeman

Its: Clerk

STATE OF MICHIGAN)
)ss.
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me this 30th day of August, 20 12,
by Marsha Kifferstein, Authorized Representative of Allstate Development Enterprises LLC.,
Individual Name(s) and Office Held Corporate Name
a Michigan Corporation, on behalf of the Corporation.
State of Incorporation

C. Zacharek
C. Zacharek Notary Public
Macomb County, Michigan
My Commission Expires: 05/21/2014
acting in Oakland County

STATE OF MICHIGAN)
)ss.
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me this ___ day of _____ 20 ____ by
Richard M. Reaume, Supervisor of Plymouth Charter Township and Joseph Bridgman, Clerk of Plymouth Charter
Township, a Michigan municipal corporation, on behalf of the Plymouth Charter Township.

Notary Public

Wayne County, Michigan
My Commission Expires: _____

When recorded, return to:

Joseph Bridgman, Clerk
Plymouth Charter Township
9955 North Haggerty Road
Plymouth, MI 48170

Drafted by:

Ronald E. Witthoff, Esq.
Hemming, Polaczyk, Cronin,
Smith, Witthoff & Bennett, P.C.
217 W. Ann Arbor Road, Suite 302
Plymouth, MI 48170

PLYMOUTH CHARTER TOWNSHIP
RESOLUTION

Whereas, the Plymouth Charter Township has been requested by Allstate Development Enterprises LLC to assume jurisdiction and maintenance of a certain storm drain (or storm sewer, as the case may be); and

Whereas, the Wayne County Department of Public Services for the County of Wayne is agreeable to such request and has prepared a Permit No. C-46659 to be entered into by said Wayne County Department of Public Services, the Plymouth Charter Township and Allstate Development Enterprises LLC for the purposes therein stated; and

Whereas, the Plymouth Charter Township is under no legal duty to assume such jurisdiction and maintenance or to enter into the aforesaid Permit for the particular benefit of Allstate Development Enterprises LLC and the property served by the storm drain and it is necessary for the public health, safety and welfare that said storm drain be maintained and such maintenance be without cost or expense to the Plymouth Charter Township; and

Whereas, Allstate Development Enterprises LLC as willingly and freely affirmed the desire and intent to execute and record instruments for the purpose of insuring that the Plymouth Charter Township will be held harmless from all costs and expenses in any way pertaining to the Plymouth Charter Township assuming the aforescribed maintenance and jurisdiction or to the aforesaid Permit being executed by the Plymouth Charter Township.

NOW, THEREFORE, BE IT RESOLVED that the Plymouth Charter Township shall assume jurisdiction and maintenance of the storm drain servicing the premises at the street address of 44525 Ann Arbor Road, Plymouth Township, Michigan and owned by Allstate Development Enterprises LLC.

FURTHER, BE IT RESOLVED that the Supervisor and Clerk of the Plymouth Charter Township are authorized and empowered to execute Permit No. C-46659 of the Wayne County Department of Public Services in behalf of the Plymouth Charter Township; and

FURTHER, BE IT RESOLVED that the Supervisor and Clerk of the Plymouth Charter Township are authorized and empowered to execute the Storm Drain Agreement in behalf of the Plymouth Charter Township together with Allstate Development Enterprises LLC in the form and substance of the instrument presented to this Board.

Moved By:
Supported By:
Yes:
No:

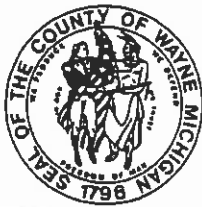
The foregoing Resolution was adopted by the Board of Trustees of the Plymouth Charter Township at their meeting of _____, 20____, and I, the Clerk of the Plymouth Charter Township, do hereby certify that the foregoing Resolution is a true and genuine copy of the original Resolution which is in my keeping in the official records of the Plymouth Charter Township.

PLYMOUTH CHARTER TOWNSHIP

Joseph Bridgman, Clerk

Dated: _____20,____.

PERMIT OFFICE 33809 MICHIGAN AVE WAYNE, MI 48184, PHONE (734) 595-6504 FAX (734) 595-6356
72 HOURS BEFORE ANY CONSTRUCTION. CALL
FOR INSPECTION



WAYNE COUNTY
DEPARTMENT OF PUBLIC SERVICES
PERMIT TO CONSTRUCT, OPERATE, USE AND/OR MAINTAIN

PERMIT No. M-46659	
ISSUE DATE 3/1/2012	EXPIRES
REVIEW No. R 11-270	WORK ORDER

PROJECT NAME MAINTENANCE PERMIT FOR KROGER/ RETAIL EXPANSION	
LOCATION SHELDON ROAD (SOUTHWEST CORNER OF ANN ARBOR RD. & SHELDON RD.)	CITY/TWP PLYMOUTH TWP.
PERMIT HOLDER PLYMOUTH TOWNSHIP 9955 N HAGGERTY RD PLYMOUTH, MI 48170-4673	CONTRACTOR
CONTACT RICHARD RESUME (734) 354-3200	CONTACT <BLANK>
DESCRIPTION OF PERMITTED ACTIVITY (72 HOURS BEFORE YOU DIG, CALL MISS DIG 1-800-482-7161, www.missdig.org)	

PERMIT TO MAINTAIN THE STORM WATER MANAGEMENT SYSTEM IN ACCORDANCE WITH THE DRAWING ATTACHED AS EXHIBIT "A", THE TERMS OF THE LONG-TERM MAINTENANCE PLAN ATTACHED AS EXHIBIT "B" AND THE WAYNE COUNTY STORM WATER ORDINANCE AND ADMINISTRATIVE RULES. A RESOLUTION FROM THE LOCAL MUNICIPALITY TO MAINTAIN THE PROPOSED STORM WATER MANAGEMENT SYSTEM AND ITS FACILITIES IS REQUIRED.

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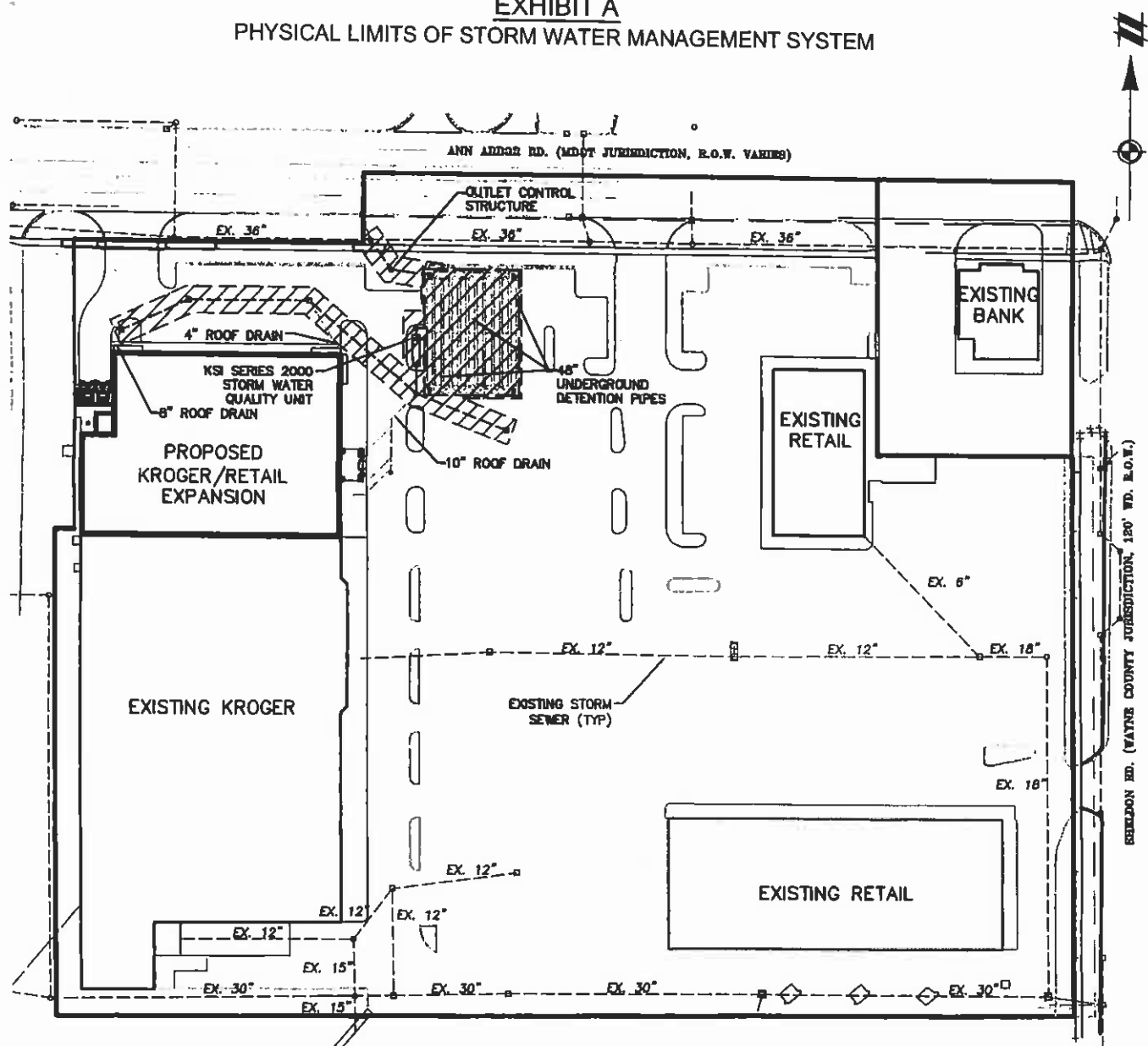
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APPROVED PLANS PREPARED BY The Kroger Company	REQUIRED ATTACHMENTS EXHIBIT A: MAP DEPICTING PHYSICAL LIMITS OF STORM WATER MGT SYSTEM EXHIBIT 'B': LONG TERM MAINTENANCE PLAN EXHIBIT 'C': BINDING AGREEMENT (COMMUNITY RESOLUTION)
PLANS APPROVED BY Razi, M.	(PERMIT VALID ONLY IF ACCOMPANIED BY ABOVE ATTACHMENTS)

In consideration of the Permit Holder and Contractor agreeing to abide and conform with all the terms and conditions herein, a Permit is hereby issued to the above named to Construct, Operate, Use and/or Maintain within the Road Right of Way, County Easement, and/or County Property. The permitted work described above shall be accomplished in accordance with the Approved Plans, Maps, Specifications and Statements filed with the Permit Office which are integral to and made part of this Permit. The General Conditions as well as any Required Attachments are incorporated as part of this Permit.

PERMIT HOLDER NAME PERMIT HOLDER / AUTHORIZED AGENT	DATE	WAYNE COUNTY DEPARTMENT OF PUBLIC SERVICES	PREPARED BY
		VALIDATED BY Mr. Sami H. Khalid Division Permit Engineer	DATE

EXHIBIT A
PHYSICAL LIMITS OF STORM WATER MANAGEMENT SYSTEM



- LEGEND**
- PROPERTY BOUNDARY
 - EX. STORM SEWER
 - PROP. STORM SEWER
 - PROP. ROOF DRAIN
 - EX. / PROP. CATCH BASIN
 - EX. STORM STRUCTURE
 - PROP. STORM MANHOLE
 - PLYMOUTH TOWNSHIP MAINTENANCE RESPONSIBILITY

LEGAL DESCRIPTION:

COMBINED PLYMOUTH SQUARE PLAZA & BIG BOY RESTAURANT PARCELS

PART OF THE SOUTHWEST 1/4 OF SECTION 34, T. 1 S., R. 8 E., PLYMOUTH TOWNSHIP, WAYNE COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 34; THENCE N. 89°58'06" E. 2053.37 FEET ALONG THE EAST/WEST 1/4 LINE OF SAID SECTION 34, SAID LINE ALSO BEING THE CENTERLINE OF ANN ARBOR ROAD (120 FEET WIDE) TO THE POINT OF BEGINNING; THENCE CONTINUING N. 89°58'06" E. 396.75 FEET (DESCRIBED AS 396.80 FEET) ALONG SAID CENTERLINE; THENCE DUE SOUTH 210.00 FEET; THENCE N. 89°58'06" E. 150.00 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF SHELTON ROAD (120 FEET WIDE); THENCE DUE SOUTH 429.70 FEET ALONG SAID WEST RIGHT OF WAY LINE; THENCE N. 89°54'06" W. 784.54 FEET; THENCE N. 00°03'11" E. 366.65 FEET; THENCE N. 89°58'06" E. 15.00 FEET; THENCE N. 00°03'11" E. 211.34 FEET; THENCE N. 89°58'06" E. 222.18 FEET ALONG THE SOUTH RIGHT OF WAY LINE OF ANN ARBOR ROAD; THENCE N. 00°03'11" E. 60.00 FEET TO THE POINT OF BEGINNING, CONTAINING 10.38 ACRES OF LAND, MORE OR LESS.


CLIENT KROGER KROGER/RETAIL EXPANSION PHYSICAL LIMITS OF STORM WATER MANAGEMENT SYSTEM	JOB: 1100734	CAD GT
	DR. CP-7.4	CH. XXX
	BOOK XX	PG. XX
	SHEET XX OF XX	DATE: 11-07-11
	FILE CODE: XX	
SECTION 34 TOWN 1 SOUTH, RANGE 8 EAST PLYMOUTH TOWNSHIP WAYNE COUNTY	 ATWELL 666.650.4280 | www.atwellgroup.com OFFICES IN NORTH AMERICA AND ASIA	
SCALE: 1 INCH = 120 FEET 0 60 120		

EXHIBIT B
STORM WATER MANAGEMENT SYSTEM LONG-TERM
MAINTENANCE PLAN

PROPERTY INFORMATION:

PROPERTY LOCATED IN SECTION 34, T1S, R8E, CHARTER TOWNSHIP OF PLYMOUTH, WAYNE COUNTY, MICHIGAN - SEE LEGAL DESCRIPTION ON EXHIBIT "A".

PROPERTY OWNER:

ALLSTATE DEVELOPMENT ENTERPRISES
6980 ORCHARD LAKE ROAD
SUITE 300
WEST BLOOMFIELD, MI 48322

PERMIT NO. / REVIEW NO.: /R11-270

A. PHYSICAL LIMITS OF THE STORM WATER MANAGEMENT SYSTEM

THE STORM WATER MANAGEMENT SYSTEM (SWMS) SUBJECT TO THIS LONG-TERM MAINTENANCE PLAN (PLAN) IS DEPICTED ON EXHIBIT "A" TO THE PERMIT AND INCLUDES WITHOUT LIMITATION THE STORM SEWERS, MANHOLES, CATCH BASINS, MANUFACTURED TREATMENT SYSTEM, UNDERGROUND DETENTION SYSTEM, OUTLET STRUCTURE AND CLOSED CONDUITS THAT CONVEY FLOW FROM THE UNDERGROUND DETENTION SYSTEM INTO A STORM STRUCTURE WITHIN ANN ARBOR RD. STORM SEWER SYSTEM THAT OUTLETS INTO THE WAYNE COUNTY DRAIN SYSTEM.

FOR THE PURPOSES OF THIS PLAN, THIS STORM WATER MANAGEMENT SYSTEM AND ALL OF ITS COMPONENTS AS SHOWN ON THE EXHIBIT "A" IS REFERRED TO AS KROGER RETAIL EXPANSION DEVELOPMENT.

B. TIME FRAME FOR LONG-TERM MAINTENANCE RESPONSIBILITY

ALLSTATE DEVELOPMENT ENTERPRISES IS RESPONSIBLE FOR MAINTAINING THE KROGER RETAIL EXPANSION DEVELOPMENT INCLUDING COMPLYING WITH APPLICABLE REQUIREMENTS OF THE LOCAL OR WAYNE COUNTY SOIL EROSION AND SEDIMENTATION CONTROL PROGRAM, UNTIL WAYNE COUNTY RELEASES THE CONSTRUCTION PERMIT. LONG-TERM MAINTENANCE RESPONSIBILITY FOR THE KROGER RETAIL EXPANSION DEVELOPMENT COMMENCES WHEN DEFINES BY THE MAINTENANCE PERMIT ISSUED BY WAYNE COUNTY. LONG-TERM MAINTENANCE CONTINUES IN PERPETUITY.


C. MANNER OF ENSURING MAINTENANCE RESPONSIBILITY

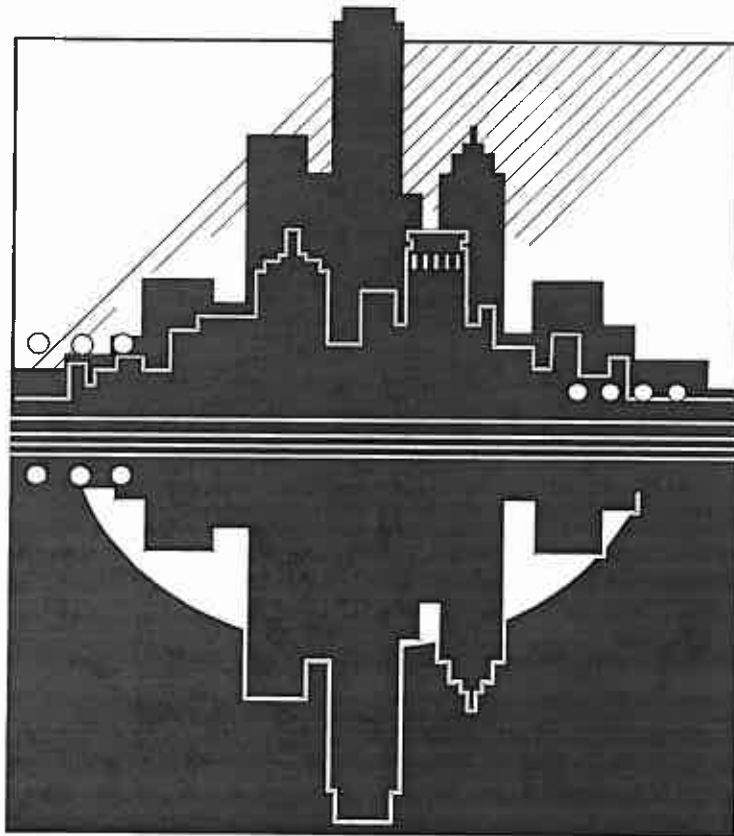
PLYMOUTH CHARTER TOWNSHIP HAS ASSUMED RESPONSIBILITY FOR LONG-TERM MAINTENANCE OF THE KROGER RETAIL EXPANSION DEVELOPMENT. THE RESOLUTION BY WHICH PLYMOUTH CHARTER TOWNSHIP HAS ASSUMED MAINTENANCE RESPONSIBILITY IS ATTACHED TO THE PERMIT AS EXHIBIT "C". ALLSTATE DEVELOPMENT ENTERPRISES THROUGH AN AGREEMENT TO REIMBURSE FOR MAINTENANCE REPAIRS, RESTORATION AND ANY NECESSARY CONSTRUCTION OF THE STORM WATER MAINTENANCE SYSTEM (THE "MAINTENANCE AGREEMENT") WITH PLYMOUTH CHARTER TOWNSHIP, HAS AGREED TO PERFORM THE MAINTENANCE ACTIVITIES REQUIRED BY THE PLAN. PLYMOUTH CHARTER TOWNSHIP RETAINS THE RIGHT TO ENTER THE PROPERTY TO PERFORM THE NECESSARY MAINTENANCE OF THE KROGER RETAIL EXPANSION DEVELOPMENT IF THE ALLSTATE DEVELOPMENT ENTERPRISES FAILS TO PERFORM THE REQUIRED MAINTENANCE ACTIVITIES.

D. LONG TERM MAINTENANCE PLAN AND SCHEDULE

TABLE 1. IDENTIFIES THE MAINTENANCE ACTIVITIES TO BE PERFORMED, ORGANIZED BY CATEGORY (MONITORING/INSPECTION, PREVENTATIVE, MAINTENANCE AND REMEDIAL ACTIONS). TABLE 1 ALSO IDENTIFIES SITE-SPECIFIC WORK NEEDED TO ENSURE THAT THE STORM WATER MANAGEMENT SYSTEM FUNCTIONS PROPERLY.

TABLE 1						
	SYSTEM COMPONENTS	MANUFACTURED TREATMENT SYSTEM*	UNDERGROUND DETENTION SYSTEM*	STORM STRUCTURES (CATCH BASINS & MANHOLES)	STORM SEWER (COLLECTION SYSTEMS)	OUTLET CONTROL STRUCTURE
						PAVEMENT AREAS
MAINTENANCE ACTIVITIES		X	X	X	X	X
INSPECTION FOR SEDIMENT ACCUMULATION		X	X	X	X	X
INSPECT FOR FLOATABLES, DEAD VEGETATION AND DEBRIS		X	X	X	X	X
INSPECT ALL COMPONENTS DURING WET WEATHER AND COMPARE TO AS BUILT PLANS		X	X	X	X	X
PREVENTATIVE MAINTENANCE						
REMOVE ACCUMULATED SEDIMENT		X	X	X	X	X
REMOVE FOR FLOATABLES, DEAD VEGETATION AND DEBRIS		X	X	X		X
SWEEPING OF PARKING LOT SURFACES (STREET AND PARKING AREAS)						X
REMEDIAL ACTIONS						
STRUCTURAL REPAIRS OR REPLACEMENT IN KIND		X	X	X	X	X
MAKE ADJUSTMENTS, REPAIRS TO ENSURE PROPER FUNCTIONING		X	X	X	X	X
OIL LAND GASOLINE SPILLS						X
NOTES	*INSPECT AND MAINTAIN THE MANUFACTURED TREATMENT STRUCTURE AND DETENTION SYSTEM PER MANUFACTURER'S RECOMMENDATIONS AT A MINIMUM WHEN SEDIMENT ACCUMULATES TO A DEPTH OF 6-12 INCHES OR IF SEDIMENT RESUSPENSION IS OBSERVED.					
						FREQUENCY
						ANNUALLY
						ANNUALLY & AFTER MAJOR EVENTS
						ANNUALLY
						AS NEEDED*
						AS NEEDED
						AS NEEDED
						AS NEEDED
						AS NEEDED
						CLEAN OUT IMMEDIATELY

CLIENT	KROGER	JOB: 1100734	CAD GT
KROGER/RETAIL EXPANSION STORM WATER MANAGEMENT SYSTEM LONG-TERM MAINTENANCE PLAN	SECTION 34 TOWN 1 SOUTH, RANGE 8 EAST PLYMOUTH TOWNSHIP WAYNE COUNTY	DR. CP-7.4	CH. XXX
		BOOK XX	PG. XX
		SHEET XX OF XX	DATE: 11-07-11
		FILE CODE: XX	
		SCALE: NONE	
		 ATWELL 866.850.4200 | www.atwellgroup.com OFFICES IN NORTH AMERICA AND ASIA	



CHARTER TOWNSHIP OF PLYMOUTH
DEPARTMENT OF BUILDING & CODE ENFORCEMENT
MONTHLY REPORT
DECEMBER
2012

<u>Classification</u>	January	February	March	April	May	June	July	August	September	October	November	December	2012 Totals
Total Building Permits	36	39	72	106	96	96	103	99	101	90	72	45	955
<u>Trade Permits</u>													
Electrical	20	19	16	19	20	27	33	38	26	40	29	27	314
Mechanical	33	26	34	28	42	62	61	44	39	56	47	33	505
Plumbing	13	14	21	18	13	19	19	19	18	15	7	11	187
Total Trade Permits	102	98	143	171	171	204	216	200	184	201	155	116	1961
<u>Miscellaneous</u>													
Special Inspections	0	0	1	0	1	0	0	0	0	0	0	0	2
Temp Certificate of Occupancy	0	0	1	1	0	0	0	0	2	0	0	1	5
Re-Occupancy	1	3	5	2	1	2	1	7	1	4	1	3	31
Plan Review	7	5	10	23	12	13	30	17	26	10	15	9	177
ZBA	2	0	1	1	2	2	1	3	2	0	2	0	16
Re-inspection fees	5	6	6	4	3	3	5	7	8	12	6	5	70
Vacant Land Resigtration	7	7	12	5	4	1	2	9	4	5	4	2	62
Total Miscellaneous	22	21	36	36	23	21	39	43	43	31	28	20	363
<u>Application Fee's</u>													
Electrical	13	17	13	18	18	25	30	36	27	32	27	26	282
Mechanical	29	20	32	28	42	59	59	38	39	22	43	31	442
Plumbing	1	11	16	18	13	17	16	18	14	12	5	9	150
<u>License & Registration</u>													
Builders	3	5	12	16	23	13	13	10	13	7	5	5	125
Electrical	6	10	4	11	5	10	9	16	9	12	6	7	105
Mechanical	5	8	10	7	4	12	5	9	3	14	6	2	85
Plumbing	0	3	7	6	5	8	2	5	3	3	1	3	46
Total Misc/License/Application	79	95	130	140	133	165	173	175	151	133	121	103	1598
Grand Total	181	193	273	311	304	369	389	375	335	334	276	219	3559
<u>Staffing Levels</u>													
Chief Building Official	1	1	1	1	1	1	1	1	1	1	1	1	
Part Time Building Inspector	1	0	1	1	1	1	1	1	1	1	1	1	
Full Time Ordinance Officer	1	1	1	1	1	1	1	1	1	1	1	1	
Full Time Admin Assistant	1	1	1	1	1	1	1	1	1	1	1	1	

New Commerical Building for 2012

Company Name	Property Address	Type of Work	Construction Value	Status	Month
Bosch Inc	15000 Haggerty	Modular Office	622,000	Issued	February
Kroger Fuel Station	44421 Ann Arbor RD	Gas station	1,000,000	Issued	June
Total Construction Value			1,622,000		

New Commercial Additions/Alterations for 2012

Company Name	Property Address	Type of Work	Construction Value	Status	Month
Global Tower Inc	5770 Napier	Generator	20,000	Issued	January
Absopure Water Company	8835 General	Concrete	2,500	Issued	January
Johnson Controls	47700 Halyard	Foyer bumpout	25,000	Issued	January
Toyota Tech	14655 Jib	Breakroom	38,000	Issued	January
Johnson Controls	45000 Helm	Interior remodel	125,000	Issued	January
Absopure Water Company	41600 Joy RD	Warehouse office	85,000	Issued	February
Don Massey Cadillac	40475 Ann Arbor RD	Exterior/interior	2,000,000	Issued	February
Kroger	44525 Ann Arbor RD	/Addition/exterior/interior	3,988,000	Issued	March
JAW Trading Company (E&E)	40300 Plymouth RD	Exterior remodel	199,000	Issued	March
Bosch	15000 Haggerty	Covered walkway	40,000	Issued	March
Frito Lay	45325 Polaris CT	Riser room	5,000	Issued	April
Plymouth Professionals	9416 Main	Lobby remodel	45,000	Issued	April
Johnson Controls	45000 Helm	Block wall	5,000	Issued	April
Seven Eleven	1545 Ann Arbor	Tenant Finish	150,000	Issued	April
ADVICS	45300 Polaris	Interior remodel	25,000	Issued	May
Hines Park Lincoln	40601 Ann Arbor RD	Interior/exterior remodel	1,500,000	Issued	May
Dunkin Donuts	39600 Ann Arbor RD	Addition drive-thru	300,000	Issued	May
Comfort Inn	40455 Ann Arbor RD	Interior remodel	125,000	Issued	May
Absopure Water Company	41600 Joy RD	Loading dock	110,000	Issued	June
Metaldyn	47659 Halyard	steps	9,000	Issued	June
Amtex Inc	14328 Genoa Ct	Interior remodel	22,000	Issued	June
Shell Gas Station/Subway	47373 Five Mile	Tenant Finish	38,000	Issued	June
St John's	44011 Five Mile	Cell tower antenna's	10,000	Issued	June

Company Name	Property Address	Type of Work	Construction Value	Status	Month
Ominipoint	39425 Schoolcraft	Cell tower antenna's	10,000	Issued	June
Vacant space	45801 Mast	Interior remodel	35,000	Issued	July
Vacant space	44433 Ann Arbor RD	White box	40,000	Issued	July
Penn Station	44431 Ann Arbor RD	White box	22,000	Issued	July
RX-Optical	44427 Ann Arbor RD	White box	18,000	Issued	July
Kroger Plaza	99999 Ann Arbor RD	Façade remodel	300,000	Issued	July
Telgian Corporation	14500 Sheldon #120	Tenant Finish	40,000	Issued	July
Charter One Bank	44815 Five Mile	Repair	10,000	Issued	July
T-Mobile	335 W Pearl ST	Antenna's	10,000	Issued	July
Westport Fuel LLC	14900 Galleon CT	Interior remodel	1,100,000	Issued	July
Progressive Insurance	46333 Five Mile	Interior remodel	25,000	Issued	July
Dunkin Donuts	39600 Ann Arbor RD	Awnings	4,214	Issued	July
Visteon ACH	14425 Sheldon RD	K3 Market	20,000	Issued	July
St. Kenneth's Church	14951 Haggerty	Parking Lot	425,000	Issued	August
Comcast Corp	41112 Concept	Interior remodel	30,000	Issued	August
Moody Theological Seminary	41550 Ann Arbor TR	Bathroom remodel	35,000	Issued	August
Intertek	45000 Helm	Interior remodel	55,000	Issued	August
Penn Station	44431 Ann Arbor RD	Tenant Finish	180,000	Issued	August
Tri-Cap Holdings	14500 Sheldon #140	Interior remodel	5,000	Issued	August
Happy Nails	44519 Ann Arbor RD	Tenant Finish	50,000	Issued	August
Great Clips	44523 Ann Arbor RD	Tenant Finish	50,000	Issued	August
Bush's	15185 Sheldon RD	Interior remodel	79,000	Issued	August
Fedex	44511 Ann Arbor RD	Tenant Finish	40,000	Issued	August
CVS Pharmacy	1400 Sheldon	Interior remodel	50,000	Issued	August
Little Caesars Pizza	1494 Sheldon RD	Lobby remodel	15,000	Issued	August
West Side Fabricating	12801 Eckles	Oxygen Tank	1,000	Issued	August
Thai Tanee	525 Ann Arbor RD	Interior remodel	1,000	Issued	September
Salvation Army	9451 Main	Interior elevator	165,000	Issued	September
AVL North America	46097 Commerce Center	Interior remodel	35,000	Issued	October
Johnson Controls	49200 Halyard	Remodel trim office	32,000	Issued	October
Intertek	45000 Helm	Product Testing	225,000	Issued	October
Little Caesars Pizza	1494 Sheldon RD	Lobby remodel	15,000	Issued	October
McDonald's	15110 Beck Rd	Drive through/parking lot	25,000	Issued	October
Metro Consulting	45345 Five Mile	Tenant Finish	100,000	Issued	November
Bosch	15000 Haggerty	Solar Panels	86,000	Issued	November
VJV Group	39500 Ann Arbor RD	Interior demo	5,000	Issued	November

Company Name	Property Address	Type of Work	Construction Value	Status	Month
Quick Pick	9450 Lilley	Façade remodel	11,000	Issued	November
St. Kenneth's Church	14951 Haggerty	Canopy system	9,000	Issued	November
RX-Optical	44427 Ann Arbor RD	Tenant Finish	122,880	Issued	November
SSI Technologies	44736 Helm	Tenant Finish	60,000	Issued	November
Hines Park Lincoln	40601 Ann Arbor RD	Gas tanks	62,655	Issued	December
Independence Village	14707 Northville RD	Generators	6,000	Issued	December
Ilmore Engineering	43939 Plymouth Oaks	Storage expansion	40,000	Issued	December
Interek	45000 Helm	Test Room	45,000	Issued	December
Rudolph/Libbe	47461 Clipper	Interior remodel	30,000	Issued	December
Independence Village	14707 Northville RD	Remodel 2 room	7,000	Issued	December
Varroc Lighting Systems	47828 Halyard	Tenant Finish	200,000	Issued	December
Chase Bank	235 Sheldon	Interior remodel	218,000	Issued	December
Total Construction Value			13,016,249		
Grand Total Construction Value			<u>14,638,249</u>		

Revenue Report

From: 12/01/2012 To: 12/31/2012

Generated: 01/02/2013

Unit Totals	Records	Revenue
Total	118	27,933.00

Record Type Total	Records	Revenue
Enforcement	2	200.00
Permit	116	27,733.00
Total	118	27,933.00

Enforcement Record Type Totals	Records	Revenue
vacant bld - res	2	200.00
Total	2	200.00

Permit Record Type Totals	Records	Revenue
Building	45	17,575.00
Electrical	27	4,762.00
Mechanical	33	4,254.00
Plumbing	11	1,142.00
Total	116	27,733.00

Enforcement Category Totals		
Type -> vacant bld - res		
Category	Records	Revenue
Total	2	200.00

No new residential for December 2012

Certificates of Occupancy Issued for the Month of December 2012

01/02/13

Date Issued	Address		Owner Name		Permit #
Dec 10, 2012	9075	HAGGERTY	E. L. Hollingsworth & Co Inc	Spartan Stores	PB12-0810
Dec 12, 2012	47584	GALLEON DR	Humanetics Innovatied Solutions		PB12-0851
Dec 18, 2012	44736	HELM ST	SSI Technologies Inc		PB12-0777
Dec 19, 2012	47828	HALYARD	Varroc Lighting Systems		PB12-0733

Occupancies Found: 4

Temporary Certificates of Occupancy

Date	Address	Occupant	Category	Permit
December 21, 2012	14900 Galleon	Westport Fuel	Remodel	PB12-0438

Certificates of Occupancy and Re-Occupancy
Plymouth Township
December 2012*
WUTA

Address	Business Name	Business	Type of work	Business Forms Given Out
41632 Ann Arbor RD	DMC Physical Therapy		Physical therapy	Yes
9075 Haggerty RD	EL Hollingsworth & Co		Freight warehouse	Yes
47584 Galleon DR	Humanetics Innovaited Solutions		Design/manufact test devices	Yes
44736 Helms ST	SSI Technologies Inc		Office/research	Yes
47828 Halyard	Varroc Lighting Systems		Office/research	Yes

ZBA Requests January 2012 - December 2012

Meeting Date	Variance #	Type of Variance	Variance Requested	Address	Decision
January 5 2012	1483 (tabled from 10/6/10)	Window signage	percent of window coverage	15175 Sheldon RD	Granted
February 2, 2012	1487	Rear yard setback	11.8 foot rear yard setback	39600 Ann Arbor RD	Granted
March 1, 2012	1488	Signage on mansard	panel sign on mansard roof	40522 Ann Arbor RD	Granted
April 5, 2012	1489	Voided	ZBA not required		w/conditions
May 3, 2012	1490	Accessory building height	4 foot height	15237 Lakeland	Granted
June 7, 2012	1491	Accessory structure height & sideyard	2 foot height and 2.7 feet sideyard	42435 Hammill	Granted
	1492	Voided	ZBA not required		
July 12, 2012	1493	Drive thru stacking spaces	1 less stacking space	42370 Ann Arbor RD	Granted
	1494	Rear yard setback	10 foot requested	46200 Forestwood	Granted
August 2, 2012	1495	Fence height	1 foot requested & 2 feet	9448 Corinne	Granted
	1496	rear yard & side yard & width	45 feet rear yard, 7 feet side yard 10 feet lot width	11636 Francis	Granted
September 6, 2012	1497	wall sign placement no egress & monument painted base	placement with no egress/ingress Painted aluminum base	14975 Cleat St	Granted
	1498	monument painted base	Painted aluminum base	47519 Halyard	Granted
	1499	monument painted base	Painted aluminum base	47603 Halyard	Granted
Special meeting September 27, 2012	1500	1 wall sign on each façade	2 walls signs same façade	46247 Five Mile	Granted
	1501	1 wall sign with egress	1 wall sign no egress	46201 Five Mile	Granted
October 4, 2012	No meeting				

ZBA Requests January 2012 - December 2012

Meeting Date	Variance #	Type of Variance	Variance Requested	Address	Decision
November 1, 2012	No meeting				
December 6, 2012	1502	Minimun lot area	800 square feet	9209 Corrine	Granted
		house abutting street sideyard	11 feet		Granted
		minimum lot width	10 feet		Granted
		Maximum lot coverage	6.70%		Granted
		garage abutting street sideyard	11 feet		Granted

01/02/13

Enforcement List Vacant Properties**VACANT BLD - RES**

Address	Sid-well Number	Responsible Party	Date of Enforcement Action	Status Of Enforcement	Date Enforcement Closed
41681 ANN ARBOR TR	R-78-060-99-0005-000		07/08/09	Insp. Scheduled	
43916 JOY RD	R-78-059-03-0216-000		07/07/09	Recv'd Registration	
11677 FRANCIS	R-78-027-01-0129-000	Westfall, Carolyn	04/09/10	Insp. Completed	09/20/10
8815 MARLOWE	R-78-059-03-0406-002	Morris, Arthur	06/10/10	Recv'd Registration	
47111 ANN ARBOR TR	R-78-054-99-0020-002		07/02/10	Recv'd Registration	
42405 HAMMILL	R-78-017-03-0048-301		08/05/10	Recv'd Registration	
14648 GARLAND	R-78-018-02-0031-000	Safegurad Properties	12/22/10	Recv'd Registration	
46770 DANBRIDGE RD	R-78-034-01-0065-000	BAC Field Services Corp	05/03/11	Recv'd Registration	
42035 CLEMONS	R-78-020-02-0078-000	Chase Home Finance LLC	05/31/11	2nd Notice	
42036 MICOL	R-78-060-01-0029-700	Dennis Eaton	06/09/11	Violation Issued	
12395 WHITE TAIL CT	R-78-039-03-0060-000		06/10/11	Recv'd Registration	
49471 PINE RIDGE CT	R-78-045-01-0015-000		07/14/11	1st Reg ltr sent	
40225 GILBERT	R-78-028-02-0001-000		07/25/11	Recv'd Registration	
44442 ALBERT DR	R-78-058-02-0074-000		08/12/11	Recv'd Registration	04/23/12
9464 ELMHURST	R-78-059-03-0459-000	BAC Field Services Corp	09/15/11	Recv'd Registration	
9223 BROOKLINE	R-78-059-03-0576-000		10/07/11	Recv'd Registration	
42024 CLEMONS	R-78-020-02-0084-000		10/25/11	1st Reg ltr sent	

01/02/13

Enforcement List Vacant Properties**VACANT BLD - RES**

Address	Sid-well Number	Responsible Party	Date of Enforcement Action	Status Of Enforcement	Date Enforcement Closed
41443 ANN ARBOR TR	R-78-060-02-0004-000	Barraco TTEE, Frank	10/26/11	Resolved	11/01/11
11626 BUTTERNUT	R-78-027-01-0160-002		10/26/11	Recv'd Registration	
8855 BALL	R-78-059-02-0058-001		12/05/11	Insp. Scheduled	01/13/12
13925 RIDGEWOOD	R-78-015-99-0003-000		12/05/11	2nd Notice	01/19/12
40744 GILBERT	R-78-027-01-0043-000		12/06/11	Recv'd Registration	
8890 NORTHERN	R-78-059-03-0136-000	Rowe, Kimberly W	01/13/12	Recv'd Registration	
42604 JOY RD	R-78-061-99-0028-000	Century 21 ROW	02/06/12	Resolved	03/15/12
44601 ALBERT DR	R-78-058-02-0125-000		02/10/12	Recv'd Registration	
46021 ANN ARBOR TR	R-78-036-99-0011-000	Ritchie, Craig & Joyce	03/09/12	Recv'd Registration	
14156 MEADOW HILL LN	R-78-023-01-0012-000	BAC Field Services Corp	03/19/12	Recv'd Registration	
9024 TAVISTOCK	R-78-066-01-0111-000	BAC Field Services Corp	04/06/12	Recv'd Registration	
14916 FARMBROOK	R-78-017-07-0484-000	Century 21 Premier	04/13/12	Recv'd Registration	
41171 MICOL	R-78-064-02-0034-000	National Field Network	04/20/12	Recv'd Registration	
8816 BROOKLINE	R-78-059-03-0510-003	Five Brothers	04/27/12	Recv'd Registration	09/12/12
11666 HAGGERTY	R-78-027-01-0012-000	National Field Services	05/07/12	Recv'd Registration	
48610 QUAIL RUN DR	R-78-051-01-0051-000	Coldwell Banker Preferred	07/11/12	Recv'd Registration	
11836 HAGGERTY	R-78-027-01-0003-002	JP Morgan Chase	07/12/12	2nd Notice	
46821 STRATHMORE	R-78-055-02-0007-000		07/19/12	Recv'd Registration	

01/02/13

Enforcement List Vacant Properties
VACANT BLD - RES

Address	Sid-well Number	Responsible Party	Date of Enforcement Action	Status Of Enforcement	Date Enforcement Closed
9400 S MAIN	R-78-061-01-0003-000		08/07/12	2nd Notice	
42435 FIVE MILE	R-78-018-01-0033-002		08/20/12	Recv'd Registration	
8816 BROOKLINE	R-78-059-03-0510-003	Five Brothers	08/22/12	Recv'd Registration	
41462 ANN ARBOR TR	R-78-030-99-0028-000	McMichael, Carol	08/22/12	Recv'd Registration	
11367 HILLCREST	R-78-050-01-0120-000	Coldwell Banker Preferred	08/24/12	Recv'd Registration	
10496 CHESTNUT CT	R-78-063-05-0033-000	Coldwell Banker Preferred	08/28/12	Recv'd Registration	
11437 ASPEN DR	R-78-063-02-0077-000		08/31/12	Insp. Scheduled	
11576 BROWNELL	R-78-064-04-0200-000	HUD c/o A-Son's Contruction In	09/11/12	Recv'd Registration	
42681 FIVE MILE	R-78-018-01-0134-000		09/11/12	1st Reg ltr sent	
51076 WEST HILLS DR	R-78-043-01-0036-000	Century 21 ROW	09/18/12	Recv'd Registration	
9095 MARLOWE	R-78-059-03-0387-002	Real Estate One Dearborn Height	09/18/12	Recv'd Registration	
14433 OXFORD	R-78-017-05-0167-002	Keller Williams Northville	09/20/12	Recv'd Registration	
9277 ELMHURST	R-78-059-03-0475-000	Fannie Mae	09/28/12		
11849 SYCAMORE	R-78-027-03-0041-000	Century 21 MJL Corporate Trans	10/04/12		
9444 ELMHURST	R-78-059-03-0457-002	Cyprex Services LLC	10/16/12	Recv'd Registration	
8830 ROCKER	R-78-061-02-0073-001	Real Estate One Dearborn Height	10/17/12	Recv'd Registration	
11864 DEER CREEK CIR	R-78-039-01-0044-000	Century 21 Premier	11/13/12	Recv'd Registration	
14900 PLYMOUTH CROSSING	R-78-017-09-0036-000	Michigan REO Depot LLC	11/13/12	Recv'd Registration	

01/02/13

Enforcement List Vacant Properties

VACANT BLD - RES

Address	Sid-well Number	Responsible Party	Date of Enforcement Action	Status Of Enforcement	Date Enforcement Closed
47111 ANN ARBOR TR	R-78-054-99-0020-002		11/19/12	Recv'd Registration	
44444 JOHN ALDEN	R-78-032-01-0002-000	Century 21 ROW	11/27/12	Recv'd Registration	
11576 BROWNELL	R-78-064-04-0200-000	HUD c/o A-Son's Contruction In	12/04/12	Recv'd Registration	
42604 JOY RD	R-78-061-99-0028-000	Century 21 ROW	12/26/12	Recv'd Registration	

Records: 57

Page: 4

01/02/13

Enforcement List Vacant Properties

VACANT BLD- COM

Address	Sid-well Number	Responsible Party	Date of Enforcement Action	Status Of Enforcement	Date Enforcement Closed
1303 ANN ARBOR RD	R-78-059-03-0042-000	Gregg Shoner (Trustee)	07/07/09	Recv'd Registration	01/04/12
40347 ANN ARBOR RD	R-78-066-99-0001-001	Newman Family Trust	07/07/09	Violation Issued	
14556 JIB	R-78-009-03-0096-002	Elizabeth Stanaj	07/07/09	Recv'd Registration	
9075 HAGGERTY	R-78-065-99-0008-000	Stag II Plymouth, LLC	05/02/11	Recv'd Registration	
41220 JOY RD	R-78-065-99-0011-005	Cassidy Turly Midwest INC	02/10/12	Recv'd Registration	

Records: 5

Page: 1

01/02/13

Enforcement List Vacant Properties

VACANT PROP - COM

Address	Sid-well Number	Responsible Party	Date of Enforcement Action	Status Of Enforcement	Date Enforcement Closed
0 JOY RD	R-78-061-99-0026-001	Bruce Gould	07/07/09	Recv'd Registration	05/07/10
0 JOY RD	R-78-061-99-0027-001	Bruce Gould	07/07/09	Violation Issued	06/14/11
0 ANN ARBOR RD	R-78-054-99-0015-000	Shari Lightston, Trustee	07/07/09	Recv'd Registration	

Records: 3

Page: 1

01/02/13

Enforcement List Vacant Properties

VACANT PROP - RES

Address	Sid-well Number	Responsible Party	Date of Enforcement Action	Status Of Enforcement	Date Enforcement Closed
0 Greystone Blvd	R-78-064-99-0022-701	Biondo Design & Building LLC	07/07/09	1st Reg ltr sent	
0 BECK RD	R-78-040-99-0008-000	Marcus Raymond	07/07/09	1st Reg ltr sent	06/14/11
45275 ANN ARBOR RD	R-78-058-99-0003-000	Suzann Lucking	12/01/10	Recv'd Registration	
39564 ANN ARBOR TR	R-78-063-02-0014-000	Allen, Justin	05/09/12	1st Reg ltr sent	
11677 FRANCIS	R-78-027-01-0129-000	Westfall, Carolyn	08/06/12	Recv'd Registration	

Records: 5

Page: 1

Plymouth Community

Fire Department

December 2012

PLYMOUTH COMMUNITY FIRE DEPT, PLYMOUTH, MICHIGAN 48170

Monthly Report

C1 - Incident Type Codes Range from 100 to 911

12/01/2012 through 12/31/2012

Filter/Sort Field 1 begins with "200" and Exposure Number is less than or equal to 000

Printed: 01/03/2013

Incident Type Codes	Count	% of Total
111 Building fire	1	0.48
113 Cooking fire, confined to container	1	0.48
114 Chimney or flue fire, confined to chimney or flue	2	0.96
131 Passenger vehicle fire	3	1.44
321 EMS call, excluding vehicle accident with injury	137	65.87
322 Motor vehicle accident with injuries	15	7.21
323 Motor vehicle/pedestrian accident (MV Ped)	1	0.48
324 Motor vehicle accident with no injuries	7	3.37
342 Search for person in water	1	0.48
411 Gasoline or other flammable liquid spill	1	0.48
424 Carbon monoxide incident	2	0.96
440 Electrical wiring/equipment problem, other	1	0.48
444 Power line down	1	0.48
510 Person in distress, other	1	0.48
550 Public service assistance, other	1	0.48
551 Assist police or other governmental agency	1	0.48
552 Police matter	1	0.48
554 Assist invalid	4	1.92
600 Good intent call, other	9	4.33
611 Dispatched & canceled en route	4	1.92
622 No incident found on arrival at dispatch address	4	1.92
700 False alarm or false call, other	2	0.96
730 System malfunction, other	4	1.92
735 Alarm system sounded due to malfunction	1	0.48
743 Smoke detector activation, no fire - unintentional	1	0.48
745 Alarm system activation, no fire - unintentional	2	0.96
Total:	208	99.98

PLYMOUTH COMMUNITY FIRE DEPT, PLYMOUTH, MICHIGAN 48170

Monthly Report

C1 - Incident Type Codes Range from 100 to 911

12/01/2012 through 12/31/2012

Filter/Sort Field 1 begins with "300" and Exposure Number is less than or equal to 000

Printed: 01/03/2013

Incident Type Codes	Count	% of Total
111 Building fire	1	16.67
321 EMS call, excluding vehicle accident with injury	4	66.67
622 No incident found on arrival at dispatch address	1	16.67
Total:	6	100.01

PLYMOUTH COMMUNITY FIRE DEPT. PLYMOUTH, MICHIGAN 48170

FireTools Summary Standard Report
For the Year of 2012

Printed: 01/03/2013

Summary of Items in Sort Field Lists

Sort Field 1

100	2
200	2506
300	70

Sort Field 2

HELICOPTER	0
HVA TRANSPORT- ALS	933
HVA TRANSPORT- BLS	262
MUTUAL AID- ALS	8
N/A	699
NO TRANSPORT	452
PCFD TRANSPORT- ALS	152
PCFD TRANSPORT- BLS	54

Sort Field 3

Emergent	2111
Non-Emergent	416

Printed: 01/03/2013

Incident Responses

Number of Incidents Without Exposures	2581
Number of Exposures	2
Number of Incidents - Station	48
Number of Incidents - Station 1	1315
Number of Incidents - Station 2	116
Number of Incidents - Station 3	1011
Number of Incidents - Station 03	1
Number of Incidents - Station 11	10
Number of Incidents - Station 12	13
Number of Incidents - Station 13	54
Number of Incidents - Station 21	1
Number of Incidents - Station 23	2
Number of Incidents - Station 31	6
Number of Incidents - Station 33	1
Number of Incidents - Station 123	2
Number of Incidents - Station 213	1

Number of Incidents by Shift

Number of Incidents - Shift 0	0
Number of Incidents - Shift 1	854
Number of Incidents - Shift 2	869
Number of Incidents - Shift 3	858

Number of Alarms	2580
----------------------------	------

Number of Alarms - Station	48
Number of Alarms - Station 1	1315
Number of Alarms - Station 2	116
Number of Alarms - Station 3	1011
Number of Alarms - Station 03	1
Number of Alarms - Station 11	10
Number of Alarms - Station 12	13
Number of Alarms - Station 13	53
Number of Alarms - Station 21	1
Number of Alarms - Station 23	2
Number of Alarms - Station 31	6
Number of Alarms - Station 33	1
Number of Alarms - Station 123	2
Number of Alarms - Station 213	1

Aid Given or Received

Given	59
Received	67

Number of Casualties

Incident Responses

Injuries, Fire Service	0
Injuries, Civilian	2
Fatalities, Fire Service	0
Fatalities, Civilian	0

Printed: 01/03/2013

Personnel Responses

Total Personnel Responses	6449
Personnel Responses - Station	119
Personnel Responses - Station 1	3236
Personnel Responses - Station 2	247
Personnel Responses - Station 3	2490
Personnel Responses - Station 03	3
Personnel Responses - Station 11	6
Personnel Responses - Station 12	56
Personnel Responses - Station 13	238
Personnel Responses - Station 21	0
Personnel Responses - Station 23	8
Personnel Responses - Station 31	26
Personnel Responses - Station 33	2
Personnel Responses - Station 123	11
Personnel Responses - Station 213	7

Average Response Time (Minutes) 10.25

Average Response Time - Station	4.35
Average Response Time - Station 1	12.17
Average Response Time - Station 2	15.97
Average Response Time - Station 3	6.47
Average Response Time - Station 03	2.00
Average Response Time - Station 11	1.10
Average Response Time - Station 12	4.23
Average Response Time - Station 13	31.31
Average Response Time - Station 21	8.00
Average Response Time - Station 23	7.00
Average Response Time - Station 31	4.83
Average Response Time - Station 33	5.00
Average Response Time - Station 123	4.00
Average Response Time - Station 213	10.00

Average Response Time by Shift (Minutes)

Average Response Time - Shift 1	14.76
Average Response Time - Shift 2	6.32
Average Response Time - Shift 3	9.72

Average Dispatch to Enroute Time (Minutes) 0.00

Average Dispatch to Enroute Time - Station	0.00
Average Dispatch to Enroute Time - Station 1	0.00
Average Dispatch to Enroute Time - Station 2	0.00
Average Dispatch to Enroute Time - Station 3	0.00
Average Dispatch to Enroute Time - Station 03	0.00
Average Dispatch to Enroute Time - Station 11	0.00
Average Dispatch to Enroute Time - Station 12	0.00
Average Dispatch to Enroute Time - Station 13	0.00

Printed: 01/03/2013

Personnel Responses

Average Dispatch to Enroute Time - Station 21	. . . . .	0.00
Average Dispatch to Enroute Time - Station 23	. . . . .	0.00
Average Dispatch to Enroute Time - Station 31	. . . . .	0.00
Average Dispatch to Enroute Time - Station 33	. . . . .	0.00
Average Dispatch to Enroute Time - Station 123	. . . . .	0.00
Average Dispatch to Enroute Time - Station 213	. . . . .	0.00

Printed: 01/03/2013

Resources

Average Distance, Station to Scene (Miles)	0
Average Distance, Station to Scene - Station	0
Average Distance, Station to Scene - Station 1	0
Average Distance, Station to Scene - Station 2	0
Average Distance, Station to Scene - Station 3	0
Average Distance, Station to Scene - Station 03	0
Average Distance, Station to Scene - Station 11	0
Average Distance, Station to Scene - Station 12	0
Average Distance, Station to Scene - Station 13	0
Average Distance, Station to Scene - Station 21	0
Average Distance, Station to Scene - Station 23	0
Average Distance, Station to Scene - Station 31	0
Average Distance, Station to Scene - Station 33	0
Average Distance, Station to Scene - Station 123	0
Average Distance, Station to Scene - Station 213	0

Gallons of Water Used 5950

Gallons of Water Used - Station	0
Gallons of Water Used - Station 1	1875
Gallons of Water Used - Station 2	0
Gallons of Water Used - Station 3	3475
Gallons of Water Used - Station 03	0
Gallons of Water Used - Station 11	0
Gallons of Water Used - Station 12	0
Gallons of Water Used - Station 13	600
Gallons of Water Used - Station 21	0
Gallons of Water Used - Station 23	0
Gallons of Water Used - Station 31	0
Gallons of Water Used - Station 33	0
Gallons of Water Used - Station 123	0
Gallons of Water Used - Station 213	0

Apparatus Used

	<u>Miles</u>	<u>Hrs:Min Times Used</u>
ALPH1 ADVANCED LIFE SUPPORT	0:00	1073
ALPH2 ADVANCED LIFE SUPPORT	0:00	143
ALPH3 ADVANCED LIFE SUPPORT	0:00	812
ALPH4 ADVANCED LIFE SUPPORT (RESERVE)	0:00	45
E1 ENGINE 1	0:00	293
E2 ENGINE 2	0:00	16
E3 ENGINE 3	0:00	288
E4 ENGINE 4 (RESERVE)	0:00	3
HAZ2 HAZARDOUS MATERIAL TRUCK	0:00	0
OTHER OTHER APPARATUS	0:00	2
PERS PERSONAL VEHICLE	0:00	2
T3 TOWER 3	0:00	0
UTLI1 UTILITY 1	0:00	215
UTLT3 UTILITY 3	0:00	4

Resources		Times Used		
		<u>Miles</u>	<u>Hrs:Min</u>	<u>Times Used</u>
VEH1	CHIEF CAR		0:00	7
VEH2	ASSIST. CHIEF CAR		0:00	0
VEH3	INSPECTOR CAR		0:00	2
VEH4	LT/EM CAR		0:00	1

Printed: 01/03/2013

Property and Contents Report**Property Value**

<u>Value Range</u>	<u>Number of Incidents</u>
\$0	2563
\$1 - \$5,000	9
\$5,001 - \$10,000.	1
\$10,001 - \$20,000.	0
\$20,001 - \$50,000.	0
\$50,001 - \$100,000	0
\$100,001 - \$200,000	0
\$200,001 - \$500,000	8
\$500,001 - \$1,000,000	0
\$1,000,001 - up	2

Property Value \$6,332,410

Property Loss

<u>Value Range</u>	<u>Number of Incidents</u>
\$0	2564
\$1 - \$5,000	15
\$5,001 - \$10,000.	1
\$10,001 - \$20,000.	0
\$20,001 - \$50,000.	1
\$50,001 - \$100,000	0
\$100,001 - \$200,000	2
\$200,001 - \$500,000	0
\$500,001 - \$1,000,000	0
\$1,000,001 - up	0

Property Loss \$361,550

Contents Value

<u>Value Range</u>	<u>Number of Incidents</u>
\$0	2569
\$1 - \$5,000	4
\$5,001 - \$10,000.	0
\$10,001 - \$20,000.	0
\$20,001 - \$50,000.	0
\$50,001 - \$100,000	3
\$100,001 - \$200,000	4
\$200,001 - \$500,000	1
\$500,001 - \$1,000,000	2
\$1,000,001 - up	0


Contents Value \$3,197,300

Contents Loss

<u>Value Range</u>	<u>Number of Incidents</u>
\$0	2571
\$1 - \$5,000	8
\$5,001 - \$10,000.	2
\$10,001 - \$20,000.	0
\$20,001 - \$50,000.	1
\$50,001 - \$100,000	0
\$100,001 - \$200,000	0
\$200,001 - \$500,000	0
\$500,001 - \$1,000,000	1
\$1,000,001 - up	0

Contents Loss \$857,800

	January	February	March	April	May	June	July	August	Sept	October	November	December	Year-to-date
FIRE PREVENTION	TWP	TWP	TWP	TWP	TWP	TWP	TWP	TWP	TWP	TWP	TWP	TWP	TWP
INSPECTIONS	78	42	85	51	70	64	95	61	58	51	56	12	723
RE-INSPECTIONS		2	3	2	1	5	3	8	7	12	4	3	50
CERTIFICATE OF OCCUPANCY	1	3	6	2	2	2	3	4	8	7	1	4	43
CITATION REPORT						0						0	0
FIRE ALARM TESTS	49	35	45	38	58	21	36	35	32	43	17	14	423
HOOD SYSTEM INSPECTION	11	6	8	6	8	12	5	6	1	9	4	8	84
SUPPRESSION SYSTEM TEST	37	12	17	20	19	14	15	21	6	31	16	11	219
SPRINK FLUSH, HYDRO TEST, ETC.	1	1	2		2	0	1	1	2	7	1	2	20
PLAN REVIEWS AND OTHER ACTIVITIES	9	9	8	5	2	3	10	10	15	11	15	4	101
TOTAL INSP	186	110	174	124	162	121	168	146	129	171	114	58	1663
FIRE STATION TOURS	1	1		2	1	1	1	2	7		3		19
PROGRAMS/DEMO'S			3										3
OTHER PUBLIC RELATIONS				1									1
TOTAL PUBLIC RELATIONS	1	1	3	3	1	1	1	2	7	0	3	0	23

 1-3-2013
 Mark S. Wendel, Fire Chief

FOIA Monthly Report

Run Date: 1/4/2013 3:19:58 PM

Create Date	Company Name	Customer Full Name	Type of Information Requested	Amount of Payment
12/7/2012	PM Environmental	Staff Researcher A.M. Turse	Fire Report	
12/10/2012	Applied Environmental, Inc.	Mr. Craig Willey	Fire Report	
12/5/2012	Plymouth-Canton Patch	Local Editor John McKay	Other	
12/13/2012		Carol LeRoue	Accounting Records	
12/19/2012	Certified Investigations International	Gary Mihalek	Fire Report	
12/21/2012	Code Violations Services	Antoinette Alirez	Code of Ordinance Records	
12/31/2012	First American CDS	Mrs. Jennifer Brooks	Planning	
12/31/2012	First American CDS	Mrs. Jennifer Brooks	Planning	
12/31/2012	First American CDS	Mrs. Jennifer Brooks	Planning	
12/31/2012	First American CDS	Mrs. Jennifer Brooks	Planning	
12/31/2012	First American CDS	Mrs. Jennifer Brooks	Planning	
12/31/2012	First American CDS	Mrs. Jennifer Brooks	Planning	
12/31/2012	First American CDS	Mrs. Jennifer Brooks	Planning	
12/31/2012	First American CDS	Mrs. Jennifer Brooks	Planning	

Total Requests: 14

Total Dollars: 0



Thank You!



Dear Lieutenant Gross, Fireman Jeff and Fireman John,
Thank you for teaching our den about First Aid and helping us earn
our Webelos Readyman Badge. We appreciate the time and effort
you spent helping us. And, we enjoyed our evening visiting the
Plymouth Township Fire Station.

Sincerely,
Pack 293, Den 6
Bird Elementary School

Trevor Eliot L.
Ethan
Ben
Sam

Stephen Barry

Tyler

Joseph

Dean Felling
Gabe

Conzelman, Nancy

From: Wendel, Mark
Sent: Thursday, December 27, 2012 9:33 AM
To: Group-Board of Trustees; Group-Fire
Subject: FW: Thank you

From: Afshin Baghaie [<mailto:Afshin.Baghaie@us.yazaki.com>]
Sent: Thursday, December 27, 2012 9:20 AM
To: Wendel, Mark
Cc: afshinmichigan@yahoo.com
Subject: Thank you

Dear Chief Wendel, good morning:

I am sending this thank you note to you and your staff.

I called 911 in the afternoon of 11/27 since my father was not feeling well. The response time was superb and the team that came over were very helpful.

As a resident of Plymouth Township for 11 years, I always have believed that our public safety personnel (Fire, Police, and others) were top notch. Now that my family experienced it first hand, I am very happy to know that my belief was fully correct. I am very happy that I am resident of our community.

Thank you again and your staff.

Afshin Baghaie

10945 Pinehurst Rd., Plymouth, MI 48170

(734) 459-6856

Yazaki North America, Inc. - Confidentiality & Security Notice

**CHARTER TOWNSHIP OF PLYMOUTH
STAFF REQUEST FOR BOARD ACTION**

Meeting date: January 8, 2013

ITEM: Downtown Development Authority Appointments

BRIEF:

ACTION: Reappoint Joseph Barone and Ken Trefilek to four (4) year terms on the DDA - Downtown Development Authority. Since the DDA has also been designated as the BRA - Brownfield Redevelopment Authority this action has the effect of appointment to both the DDA and the BRA.

DEPARTMENT/PRESENTER(S): Supervisor Richard M. Reaume

BACKGROUND: Our nine (9) member DDA - Downtown Development Authority includes the Township Supervisor and eight other members who serve four year terms, staggered so that two of the members terms expire each year. The DDA is required to have a minimum of nine members with a majority (5) of those members required to hold a property interest within the DDA.

Joe Barone serves as a community member while Ken Trefilek has a property interest within the DDA. The four-year terms for Joseph Barone and Ken Trefilek expire January 31, 2013.

Both members are willing to continue serving the community on the DDA. The Annual Meeting of the DDA is held in February of each year and includes the election of officers.

BUDGET/TIME LINE: Service on the DDA and BRA is without compensation.

RECOMMENDATION: Approve

PROPOSED MOTION:

I move to appoint Joseph Barone and Ken Trefilek to the Downtown Development Authority with four year terms beginning February 1, 2013 and expiring on January 31, 2017.

RECOMMENDATION: Moved by: _____ Seconded by: _____

VOTE: ___ KA ___ CC ___ RD ___ MK ___ RE ___ NC ___ RR

MOTION CARRIED _____ **MOTION DEFEATED** _____

**CHARTER TOWNSHIP OF PLYMOUTH
STAFF REQUEST FOR BOARD ACTION**

ITEM: Special Assessment District for Ridgewood Drive

BRIEF:

Township Clerk has validated the signatures on petitions received for a proposed Special Assessment District (S.A.D.) for rehabilitation of Ridgewood Drive. The petitions demonstrate adequate support for the project to allow the Board to authorize the preliminary engineering phase of the project.

ACTION:

The Board is being asked to authorize Orchard, Hiltz & McCliment, Inc., consulting engineers for road paving projects to prepare a plan showing the improvement, location and estimated cost for S.A.D. paving of Ridgewood Drive.

DEPARTMENT / PRESENTER(S):

Patrick Fellrath, P.E., Director of Public Utilities
Rhett Gronevelt, P.E., Orchard, Hiltz & McCliment, Inc.

BACKGROUND:

Steps A-G of the existing Summary of Events for Special Assessment has been completed. Based on Frontage (the legal requirement) 70.1% have petitioned, beyond the 51% required. Based on the number of units, 72.4% have petitioned, which is greater than the 51% requirement established by the Board. The residents have requested that the Township proceed with the preliminary engineering based on the current support.

BUDGET / TIME LINE:

Approval at this time will include engineering cost of \$7,000.00 only.

RECOMMENDATION:

Based on the percentage of properties involved, we recommend proceeding to the next phase.

I move to authorize the engineering firm of Orchard, Hiltz & McCliment, Inc. to prepare plans showing the improvement, location and estimate of cost for the paving of Ridgewood Drive as submitted and described on the received petitions for a cost not to exceed Seven Thousand Dollars (\$7,000.00). The scope of work for the above shall include:

1. Procure a qualified agent to conduct the necessary geotechnical engineering study for the project.
2. Take preliminary grade shots and prepare preliminary cross section or rehabilitation method showing improvement location and proposed SAD.
3. Meetings with Wayne County to review preliminary plan, cross sections and other information.
4. Prepare preliminary cost estimates for project (revised scope and district limits).
5. Any and all activities needed to proceed with the Public Hearing of Necessity.

RECOMMENDATION:

Moved by: _____ Seconded by: _____

VOTE: ___KA___ ___CC___ ___RD___ ___MK___ ___RE___ ___NC___ ___RR___

MOTION CARRIED _____ MOTION DEFEATED _____

PROJECT DESCRIPTION
FOR
RIDGEWOOD DRIVE
S.A.D. PAVING PROGRAM

The proposed improvements shall consist of milling, and/or pulverization, and/or removal of the existing bituminous road with the placement of a new bituminous pavement surface and/or cross section, as well as miscellaneous driveway and drainage work, which may be needed to facilitate the replacement of the asphalt road pavement. It is understood that this is primarily a road improvement project and therefore any drainage problems existing prior to the project will not be corrected except where said modification is necessary to protect the life of the road pavement. Existing water problems, such as standing water, etc., outside of the roadway will not be resolved by this program. It is further understood that this alternate, if permitted by the County of Wayne, could be subject to special conditions dependent upon the findings of the soils investigation report, existing subsurface conditions, etc. The project commences at the north right-of-way line of North Territorial Road and proceeds northward on Ridgewood Drive for approximately 2130 feet to the south right-of-way line of M-14 Expressway.

The district limit for frontage along Ridgewood Drive consists of parcels numbered R-78-031-99-0001-000, R-78-031-99-0002-000, R-78-031-99-0003-702, R-78-031-99-0003-701, R-78-031-99-0004-000, R-78-031-99-0005-004, R-78-031-99-0008-000, R-78-031-99-0009-001, R-78-031-99-0009-002, R-78-031-99-0010-000, R-78-031-99-0011-000, R-78-031-99-0012-000, R-78-031-99-0013-000, R-78-031-99-0014-000, R-78-031-99-0016-000, R-78-031-99-0018-000, and R-78-031-99-0019-000 located in the Northwest ¼ of Section 27, T.1S, R.8E, and R-78-015-99-0002-000, R-78-015-99-0003-000, R-78-015-99-0004-000, R-78-015-99-0005-000, R-78-015-99-0006-000, R-78-015-99-0007-000, R-78-015-99-0008-000, R-78-015-99-0009-000, R-78-015-99-0011-001, R-78-015-99-0015-001, R-78-015-99-0016-000, and R-78-015-99-0017-000 located in the Southwest ¼ of Section 22, T.1S, R.8E of Plymouth Township, Wayne County, Michigan.

SPECIAL ASSESSMENT DISTRICT TENTATIVE ASSESSMENT ROLL RIDGEWOOD DRIVE

Assumptions:

1. Frontage is defined by properties abutting Ridgewood Drive. Parcels with no frontage will split the frontage with the parcel abutting Ridgewood Drive.

2) In the event that conservation easements are filed with the Township, these numbers may change.

SIDWELL/LOT #	FRONTAGE	SIGNED	UNITS	SIGNED	ADDRESS
R-78-031-99-0014-000	185.00 Ft.	185.00 Ft.	1	1	45260 North Territorial
R-78-031-99-0013-000	192.00 Ft.	192.00 Ft.	1	1	13573 Ridgewood Drive
R-78-031-99-0012-000	137.00 Ft.	137.00 Ft.	1	1	13705 Ridgewood Drive
R-78-031-99-0008-000	139.00 Ft.	139.00 Ft.	1	1	13725 Ridgewood Drive
R-78-031-99-0009-001	194.00 Ft.	194.00 Ft.	1	1	13775 Ridgewood Drive
R-78-031-99-0009-002	131.00 Ft.	-	1		Vacant Parcel
R-78-031-99-0010-000	184.00 Ft.	184.00 Ft.	1	1	13827 Ridgewood Drive
R-78-031-99-0011-000	165.00 Ft.	165.00 Ft.	1	1	13861 Ridgewood Drive
R-78-015-99-0002-000	170.00 Ft.	170.00 Ft.	1	1	13887 Ridgewood Drive
R-78-015-99-0003-001	159.00 Ft.	-	1		13925 Ridgewood Drive
R-78-015-99-0017-000	170.00 Ft.	170.00 Ft.	1	1	13961 Ridgewood Drive
R-78-015-99-0016-000	171.00 Ft.	171.00 Ft.	1	1	13991 Ridgewood Drive
R-78-015-99-0015-001	107.00 Ft.	107.00 Ft.	1	1	14015 Ridgewood Drive
R-78-015-99-0011-001	106.00 Ft.	106.00 Ft.	1	1	14000 Ridgewood Drive
R-78-015-99-0008-000	83.50 Ft.	83.50 Ft.	1	1	13980 Ridgewood Drive
R-78-015-99-0009-000	83.50 Ft.	83.50 Ft.	1	1	13970 Ridgewood Drive
R-78-015-99-0006-000	83.50 Ft.	-	1		13960 Ridgewood Drive
R-78-015-99-0007-000	83.50 Ft.	83.50 Ft.	1	1	13966 Ridgewood Drive
R-78-015-99-0005-000	159.00 Ft.	-	1		13928 Ridgewood Drive
R-78-015-99-0004-000	149.00 Ft.	-	1		13900 Ridgewood Drive
R-78-031-99-0001-000	151.00 Ft.	151.00 Ft.	1	1	13872 Ridgewood Drive
R-78-031-99-0002-000	150.00 Ft.	150.00 Ft.	1	1	13840 Ridgewood Drive
R-78-031-99-0003-702	76.00 Ft.	76.00 Ft.	1	1	13808 Ridgewood Drive
R-78-031-99-0003-701	76.00 Ft.	76.00 Ft.	1	1	13824 Ridgewood Drive
R-78-031-99-0004-000	155.00 Ft.	-	1		13766 Ridgewood Drive
R-78-031-99-0005-004	180.00 Ft.	180.00 Ft.	1	1	13740 Ridgewood Drive
R-78-031-99-0019-000	165.00 Ft.	165.00 Ft.	1	1	13700 Ridgewood Drive
R-78-031-99-0018-000	163.00 Ft.	-	1		13580 Ridgewood Drive
R-78-031-99-0016-000	256.00 Ft.	-	1		45180 North Territorial
TOTAL	4,204.00 Ft.	2,948.50 Ft.	29.00	21	

Note: Shading Indicates that resident has signed petition.

I. PERCENTAGE BASED ON FRONTAGE (50% = 11,140.03 Ft.)

SIGNED PETITION	2,948.50	=	70.1%
TOTAL FRONTAGE	4,204.00		

II. PERCENTAGE BASED ON UNITS (50% = 93.25 UNITS)

SIGNED PETITION	21.00	=	72.4%
TOTAL UNITS	29.00		

95

**CHARTER TOWNSHIP OF PLYMOUTH
STAFF REQUEST FOR BOARD ACTION**

Meeting date: January 8, 2013

ITEM: DWSD Amendment No. 3 to Water Service Contract

BRIEF:

ACTION: Approve Amendment No. 3 to the Water Service Contract between the City of Detroit and the Charter Township. While the title of the Amendment specifies the City of Detroit this new Amendment will be executed between the BOWC - Board of Water Commissioners and Plymouth Township as the recent court order by the Federal Judge involved with the legal Case provides full and final authority to approve contracts with the BOWC.

DEPARTMENT/PRESENTER(S): Supervisor - Richard M. Reaume
Director of Public Utilities - Patrick Fellrath

BACKGROUND: See attached

BUDGET/TIME LINE: Water and Sewer Fund/2013

RECOMMENDATION: Approve

PROPOSED MOTION:

I move to approve Amendment No. 3 to the Water Service Contract between the City of Detroit and the Charter Township of Plymouth and authorize the Clerk and Supervisor to sign the Amendment.

RECOMMENDATION: Moved by: _____ Seconded by: _____

VOTE: ___KA ___CC ___RD ___MK ___RE ___NC ___RR

MOTION CARRIED _____ **MOTION DEFEATED** _____

BACKGROUND

The Water Service Contract Amendment No.2 was approved by our Board and DWSD and was in effective during 2012. The Agreement required the Township and DWSD to review the water tank pump house CAP – Corrective Action Plan and water system statistical data on an annual basis. In addition the numeric factors related to our water rates, as specified in the Agreement, also required a review by DWSD and their Wholesale Customer TAC – Technical Advisory Committee if Plymouth Township experienced an exceedance to the Agreement factors. Exhibit B factors pertain to the Township's total Annual Volume, Max Day and Peak Hour.

Plymouth Township, along with six other communities, was notified in October 2012 that an Agreement exceedance occurred during the summer of 2012. Representatives from the Township meet with DWSD staff regarding Plymouth Township water system improvements, the construction situation at the time of the exceedance and our water system usage. The outcome from that initial meeting was a contract induced 20% penalty increase in our cost of water from DWSD. This proposed penalty increase did not include the annual DWSD capital improvement increase, expected to be 4% this year. The anticipated impact at that time would have been an increase of 24% (20% + 4%).

Additional meetings were held in November and December between DWSD staff, the TAC and the Plymouth Township team comprised of elected officials, technical staff and legal representation. The result of the meetings was an offer by DWSD that will result in an increase but does eliminate the 20% penalty.

OFFER

DWSD has extended an offer that will modify the enacted Exhibit B factors by:

- revising Annual Volume down from 200,000 Mcf to 193,000 Mcf
- lowering the Max Day Demand rate from 10.66 mgd to 10.00 mgd and
- increasing the Peak Hour Demand from 10.76 mgd to 12.40 mgd.

The offer and impact to our cost of water would be effective July 1, 2013 with DWSD and the Township to meet again in the 4th Quarter of 2013. The purpose of the 4th Quarter meeting would be to review performance of the water tank after the improvements are implemented and new Township water system statistical data is available for analysis. At that time, the parties will negotiate revised volume, max day and peak hour factors for an Amendment No.4 To Water Service Contract.

IMPACT ON WATER RATES

The offer to adjust the annual volume, max day and peak hour will eliminate the proposed 20% penalty increase but would increase our water cost to DWSD by an estimated 9%. When added to the anticipated 4% capital improvement request the rate impact would be an increase of 13% to be effective on or after July 1, 2013.

Through meetings and negotiations Plymouth Township was able to reduce our penalty induced 24% increase down to an anticipated 13% increase. The final percentage increase will be known when DWSD officially releases their capital improvement revenue numbers in late January 2013. The Amendment has been reviewed by our legal counsel, Beth Saarela of law firm Johnson Rosati, and is in appropriate order for signature.

In addition, DWSD and Plymouth Township will meet in the 4th Quarter to review both the CAP – Corrective Action Plan results and our summer's statistical data that include our summer 2013 demonstrated annual volume, Max Day and Peak Hour. It is anticipated during those meetings, it may be possible for Plymouth Township to request changes in the Water Service Contract that could lower our cost of water.

FEDERAL OVERSIGHT

Federal Judge Sean Cox has issued an order that provides the Board of Water Commissioners full and final authority to approve contracts and amendments with its wholesale customers such that approval of the Detroit City Council is no longer legally required. This new Amendment No. 3 will be executed under that new Federal order.

**AMENDMENT NO. 3 TO WATER SERVICE CONTRACT
BETWEEN
CITY OF DETROIT
AND
CHARTER TOWNSHIP OF PLYMOUTH**

This Amendment Agreement No. 3 ("Amendment") is made between the City of Detroit, a municipal corporation, by its Water and Sewerage Department and Board of Water Commissioners (the "Board"), and the Charter Township of Plymouth, a municipal corporation ("Customer"). The Board and Customer are collectively referred to as the "Parties".

Whereas, the City of Detroit owns a public water supply system ("System") operated by the Board; and

Whereas, on May 19, 2009, the Parties entered into a Water Service Contract ("Contract") reflecting the terms and conditions governing the delivery and purchase of potable water, as subsequently amended on November 1, 2011 and March 7, 2012; and

Whereas, the purpose of the Contract is to provide for the long-term service of potable water to Customer; and

Whereas, Article 15 of the Contract permits the Parties to amend the Contract by mutual agreement; and

Whereas, on November 4, 2011, the United States District Court, Eastern District of Michigan, issued an order in Case No. 77-71100 that provides the Board full and final authority to approve contracts with its wholesale customers such that the approval of the Detroit City Council is no longer legally required; and

Whereas, it is the mutual desire of the Parties to enter into this Amendment to amend the Contract as set out in detail in the following sections; and

ACCORDINGLY, THE PARTIES AGREE AS FOLLOWS:

1. Section 1.01 of the Contract is amended by deleting the existing definition of "Contract" in its entirety and substituting the following definition in its place:

"Contract" shall mean each of the various provisions and parts of this document, including all attached Exhibits and any amendments thereto, as may be executed and approved by Customer's governing body and the Board.

2. Section 2.01 of the Contract is amended by deleting in its entirety the existing language and substituting the following language in its place:

Term. The Board shall sell and supply water to Customer from the System in accordance with the terms of this Contract for a period of thirty years from the effective date of this Contract and any ten-year renewal terms (collectively the

“Contract Term”), subject to Article 3 herein. The effective date of this Contract shall be the date that this Contract is approved by Customer’s governing body or the Board whichever is later. This Contract replaces and supersedes any prior water service contracts between the Parties.

3. Section 3.04 of the Contract is amended by deleting in its entirety the existing language and substituting the following language in its place:

Formation of Water Authority. Customer may join with another authority, city, township, village or other municipal corporation recognized by the State of Michigan to form a water authority for the sole purpose of collectively contracting for water service from the Board. The exercise of this right shall not be construed as an early termination of this Contract and this Contract shall be voided upon the approval of a new water service contract by Customer’s governing body and the Board.

4. Section 15.02 of the Contract is amended by deleting in its entirety the existing language and substituting the following language in its place:

No amendment to this Contract shall be effective and binding upon the Parties unless it expressly makes reference to this Contract, is in writing, is signed and acknowledged by duly authorized representatives of both Parties, and is approved by Customer’s governing body and the Board.

5. Exhibit A of the Contract is amended by deleting in its entirety the existing Exhibit A and substituting the attached Second Amended Exhibit A in its place.
6. Exhibit B of the Contract is amended by deleting in its entirety the existing Second Amended Exhibit B and substituting the attached Third Amended Exhibit B in its place.
7. With the exception of the provisions of the Contract specifically contained in this Amendment, all other terms, conditions and covenants contained in the Contract and any amendments thereto shall remain in full force and effect.
8. This Amendment to the Contract shall be effective and binding upon the Parties when it is signed and acknowledged by the duly authorized representatives of both Parties, and is approved by Customer’s governing body and the Board.

(Signatures appear on next page)

In Witness Whereof, the City and Customer, by and through their duly authorized officers and representatives, have executed this Amendment.

Charter Township of Plymouth:

By: _____
Richard M. Reaume
Its: Supervisor

By: _____
Nancy Conzelman
Its: Clerk

City of Detroit:

By: _____
Sue F. McCormick
Its: Director, Water and Sewerage Department

APPROVED BY
PLYMOUTH TOWNSHIP BOARD ON:

Date

APPROVED BY DETROIT
BOARD OF WATER COMMISSIONERS ON:

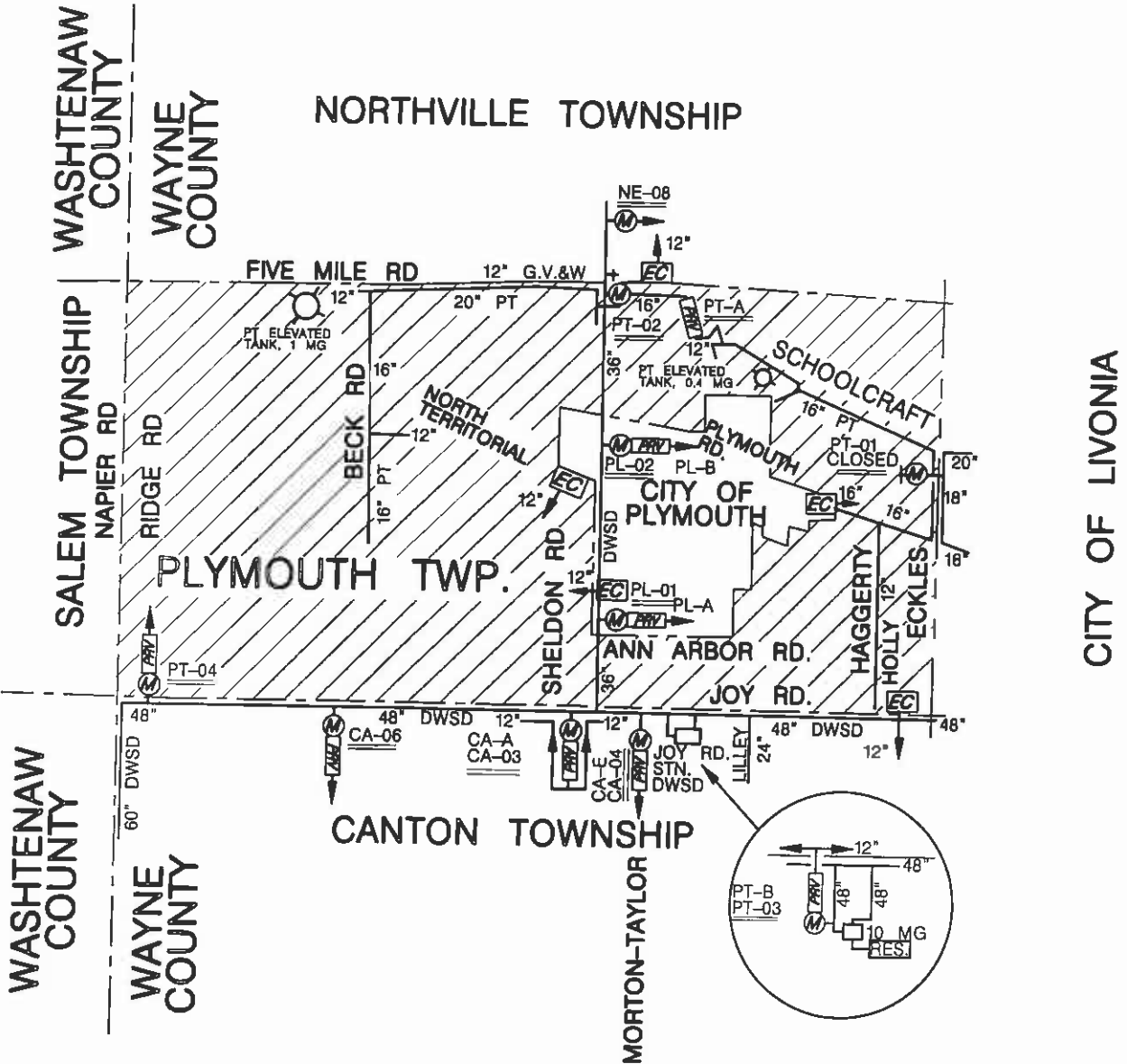
Date

SECOND AMENDED EXHIBIT A

Customer's Water Distribution Points

This Exhibit contains the following information:

1. The corporate limits of Customer;
2. The agreed upon water Service Area of Customer which (a) may or may not be entirely within the corporate limits of Customer and (b) which may or may not include the entire area within the Customer's corporate limits;
3. The specific location of the Water Distribution Points, including any Board approved emergency connections;
4. The designation of appurtenances to be maintained by Customer and those to be maintained by the Board; and
5. A list of any closed meter locations.



SYMBOL	DESCRIPTION
	DWSD METER PIT
	COMM METER PIT
	EMERGENCY CONNECTION

SYMBOL	DESCRIPTION
	PRV
	SERVICE AREA
	CITY-TWP LINE
	CITY OR TWP LINE

G.A.KENDRA	18 OCT 71
D. WATT	7 OCT 73
A.C.	JULY 90

SERVICE AREA LOCATION MAP
PLYMOUTH TOWNSHIP
EXHIBIT-A

EXHIBIT A

Plymouth Township Emergency Connections:

Connections to City of Plymouth

16" GV&W at the intersection of Haggerty and Plymouth Roads
12" GV&W at the intersection of North Territorial, west of Sheldon Road
12" GV&W at the intersection of Sheldon and Ann Arbor Roads

Connections to Canton Township

12" GV&W at the intersection of Joy Road and Holly

Connections to Northville Township

12" GV&W near 44110 Five Mile Road

Plymouth Township Water Customers Outside Corporate Limits:

None.

Plymouth Township Master Meter(s) Not In Service:

PT-01

FIVE MILE ROAD & SHELDON
PLYMOUTH TOWNSHIP

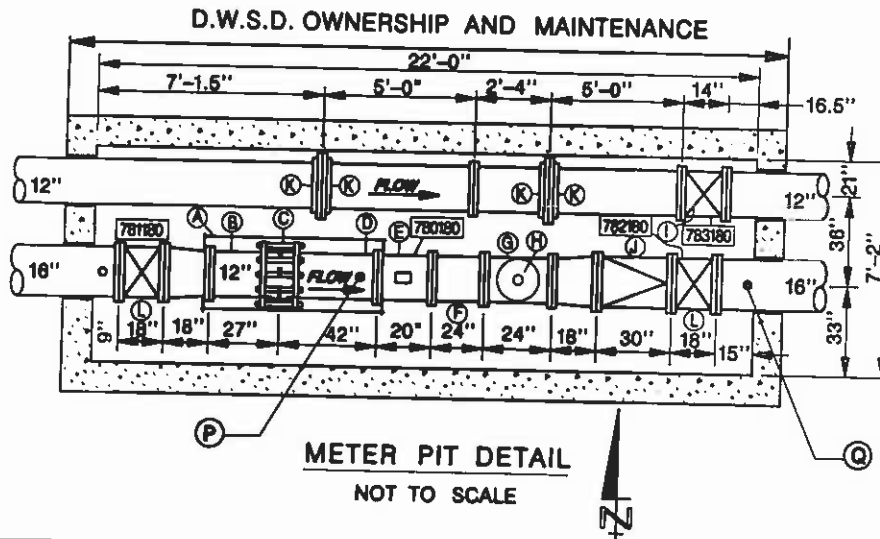


PT
02

EXHIBIT-A PT-02

FIVE MILE ROAD & SHELDON

PLYMOUTH TOWNSHIP



LEGEND			
TAG	QTY.	DESCRIPTION	SIZE
A	LOT	COUPLING RESTRAINTS: (4) 78" LONG THRD ROOS(B) EAR PLATES	1" DIA.
B	1	F-PE, GADR, D.I.	12"x2'-2.5"
C	1	'DRESSER STYLE' PIPE COUPLING	12"
D	1	F-PE PIPE w/ TAP FOR CORP. STOP, GADR, D.I.	12"x3'-8.5"
E	1	FLGD. MAGNETIC FLOWMETER, 19.75" F-F	12"
F	1	F-F PIPE, D.I.	12"x2'
G	1	FLGD. TEST TEE, D.I., 12" C-F	12"x4"
H	1	TEST TEE ASSEMBLY w/ 3/8" O.D. COMPANION FLANGE	-
I	1	FLGD. GATE VALVE, RESILIENT SEAT, 14" F-F, 'A.F.C.'	12"
J	1	CHECK VALVE, TILTED DISC	12"
K	4	'MEGALUG' FLANGE ADAPTERS	12"
L	2	GATE VALVE	18"

PLYMOUTH TWP. O&M

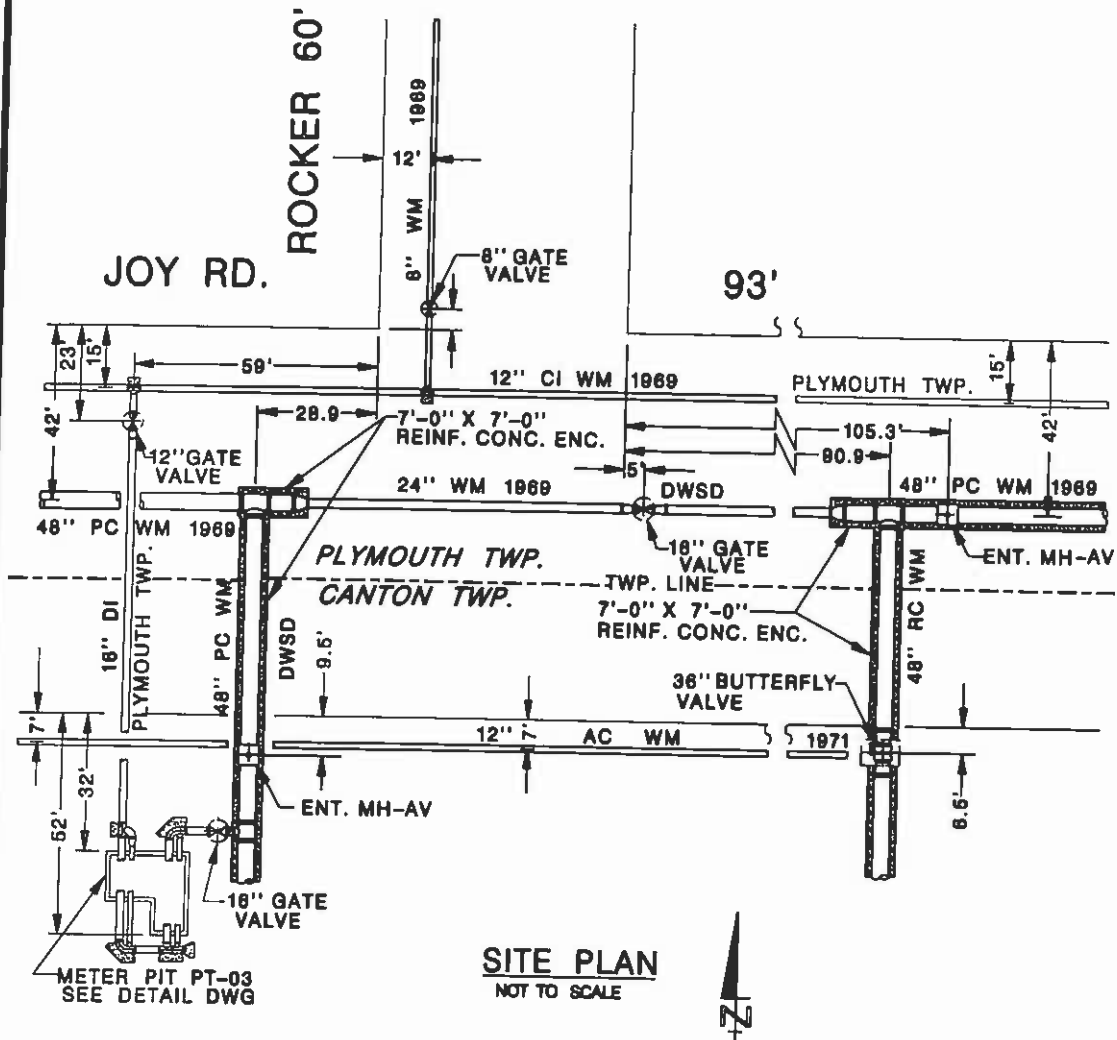
TYPICAL PRESSURE LOSS THRU METER	
METER TYPE	P.S.I. LOSS
VENTURI	1 TO 2
MAG	0
TURBINE	4 - 6

(P) - UPSTREAM PRESSURE DEVICE, DWSD OWNERSHIP AND MAINTENANCE
(Q) - DOWNSTREAM PRESSURE DEVICE, DWSD OWNERSHIP AND MAINTENANCE

ADDRESS.....44297 FIVE MILE ROAD
FEED TO.....PLYMOUTH TOWNSHIP
FEED FROM.....24" D.W.S.D. TRANS. MAIN
TYPE OF METER.....ABB MAG
SIZE OF METER.....12"
METER NUMBER.....V / 34928 / 1 / 2
DATE METER SET.....7 / 3 / 2000
METER PIT CONST & SIZE.....22' x 7'-2" I.D. REINF. CONC.
GATE BOOK.....W-1396
FIELD BOOK.....1966-B-3
REMARKS.....NONE

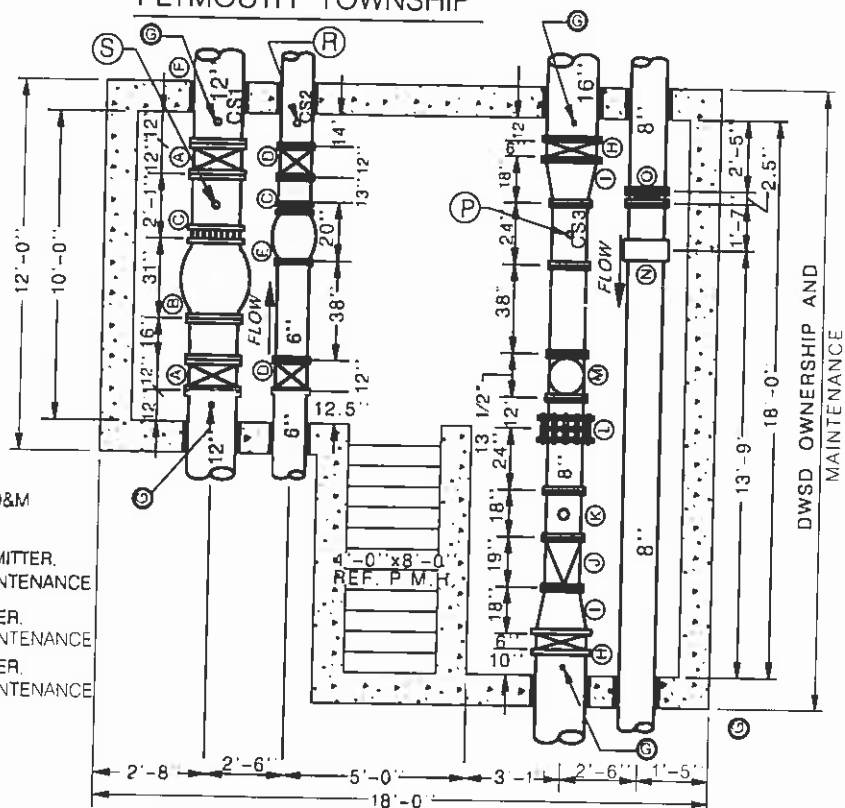
PT
02

EXHIBIT-A
PT-03
 JOY AND ROCKER
 PLYMOUTH TOWNSHIP



LOCATIONS SUBJECT
 TO VERIFICATION IN
 THE FIELD.

PT
03



PLYMOUTH TWP. O&M

- (P) UPSTREAM PRESSURE TRANSMITTER.
DWSO OWNERSHIP AND MAINTENANCE
- (R) OTHER PRESSURE TRANSMITTER.
DWSO OWNERSHIP AND MAINTENANCE
- (S) OTHER PRESSURE TRANSMITTER.
DWSO OWNERSHIP AND MAINTENANCE

TYPICAL PRESSURE LOSS THRU METER	
METER TYPE	P.S.I. LOSS
VENTURI	1 TO 2
MAG	0
TURBINE	4 - 6

METER PIT DETAIL

NOT TO SCALE

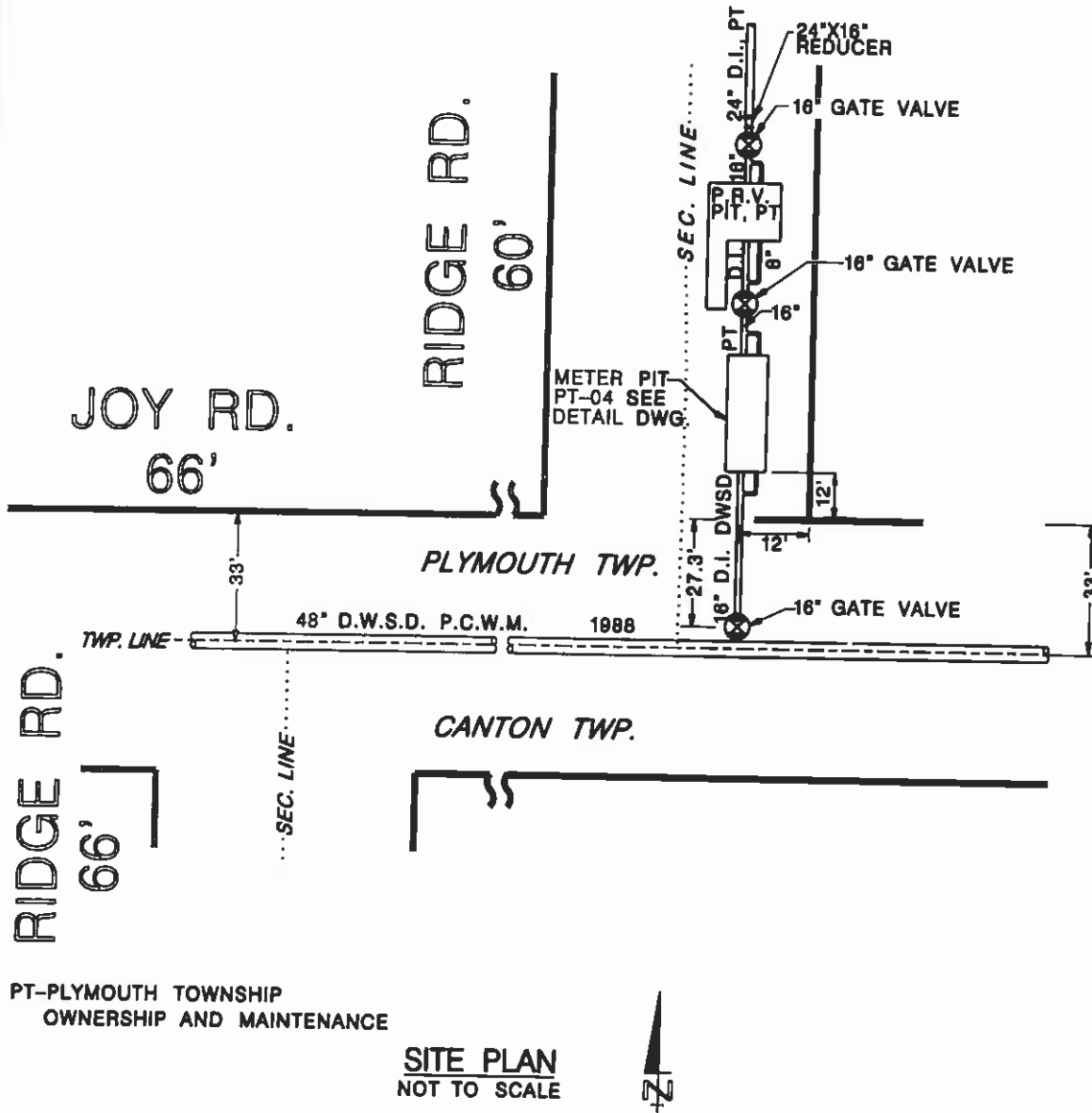
LEGEND			
TAG	QTY	DESCRIPTION	SIZE
A	2	GATE VALVE	12"
B	1	GOLDEN ANDERSON PRV 48-D	12"
C	2	FLG ADAPTORS	12" & 6"
D	2	GATE VALVE	6"
E	1	GOLDEN ANDERSON PRV 48-D	6"
F	-	SLEEVE (TYP)	-
G	4	CORP STOP	1"

LEGEND			
TAG	QTY	DESCRIPTION	SIZE
H	2	GATE VALVE	16"
I	2	DUCTILE IRON REDUCER	16" x 8"
J	1	TILTED DISC CHECK VALVE	8"
K	1	DUCTILE IRON TEE	8" x 4"
L	1	DRESSER STYLE 38 COUPLING	8"
M	1	ABB MAG METER	8"
N	1	RESTRAINING STRAPS	8" x 4"
O	1	GATE VALVE	8"

ADDRESS	43135 JOY ROAD
FEED TO	PLYMOUTH TOWNSHIP
FEED FROM	JOY ROAD STATION
TYPE OF METER	ABB MAG
SIZE OF METER	8"
METER NUMBER	08W018725
DATE METER SET	AUGUST 12, 2011
TYPE OF PRV	GOLDEN ANDERSON 48-D
SIZE OF PRV	6" & 12"
METER PIT CONST & SIZE	18'-0" X 18'-0" ID REINF. CONC.
GATE BOOK	W-2089
FIELD BOOK	
REMARKS	

PT
03

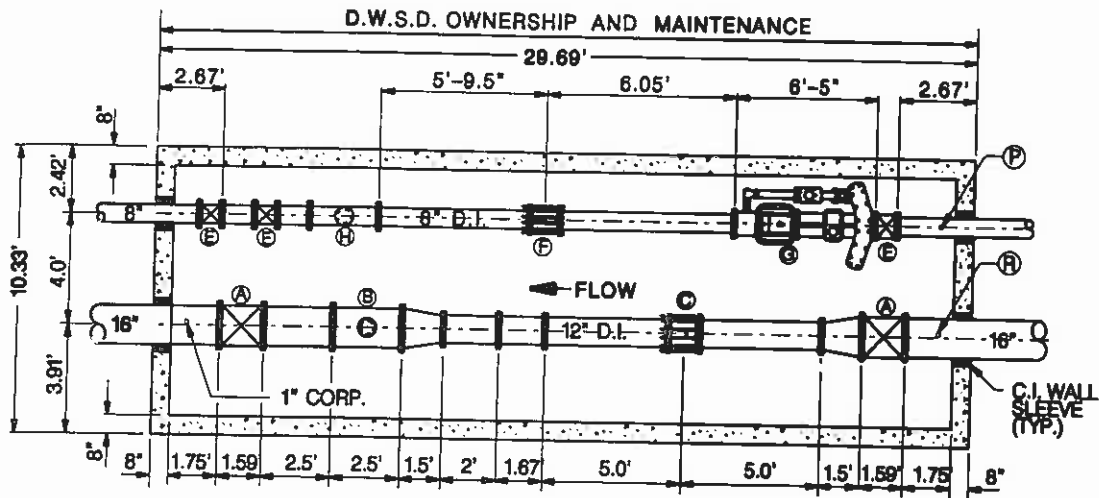
EXHIBIT-A
PT-04
JOY AND RIDGE RD.
PLYMOUTH TOWNSHIP



LOCATIONS SUBJECT TO VERIFICATION IN THE FIELD.

PT
04

EXHIBIT-A
PT-04
JOY AND RIDGE RD.
PLYMOUTH TOWNSHIP



METER PIT DETAIL
NOT TO SCALE



LEGEND			
TAG	QTY.	DESCRIPTION	SIZE
A	2	GATE VALVE	16"
B	1	TEST TEE W/FLANGE	16"X16"
C	1	DRESSER COUPLING	12"
D	2	REDUCER (TYP.)	16" X 12"
E	3	GATE VALVE	8"
F	1	DRESSER COUPLING	8"
G	1	SENSUS TURBO FIRELINE METER	8"
H	1	TEST TEE W/FLANGE	8"

PLYMOUTH TWP. O&M

TYPICAL PRESSURE LOSS THRU METER	
METER TYPE	P.S.I. LOSS
VENTURI	1 TO 2
MAG	0
TURBINE	4 - 6

- Ⓐ-UPSTREAM PRESSURE DEVICE, DWSD OWNERSHIP AND MAINTENANCE
Ⓑ-OTHER PRESSURE DEVICE, DWSD OWNERSHIP AND MAINTENANCE

FEED TO _____ PLYMOUTH TOWNSHIP
FEED FROM _____ D.W.S.D. 48" P.C.W.M.
TYPE OF METER _____ SENSUS TURBO FIRELINE METER
SIZE OF METER _____ 8"x 2"
METER NUMBER _____ 8")1450891, 2")1450668
METER PIT CONST.& SIZE _____ CONCRETE 29.69'X10.33' O.D.
DATE METER SET _____ NOVEMBER 15, 1995
GATE BOOK NO. _____ W-2130
REMARKS _____ DWS-800

PT
04

THIRD AMENDED EXHIBIT B

Projected Annual Volume and Minimum Annual Volume (Table 1)
Pressure Range and Maximum Flow Rate (Table 2)
Flow Split Assumptions (Table 3)
Addresses for Notice (Table 4)

Table 1 and Table 2 set forth the agreed upon Projected Annual Volumes, Minimum Annual Volumes, Pressure Ranges and Maximum Flow Rates for the term of this Contract provided that figures in bold type face are immediately enforceable pursuant to the terms of Section 5.07 and italicized figures are contained for planning purposes only but will become effective absent the negotiated replacements anticipated in Section 5.07.

The approximate rate of flow by individual meter set forth in Table 3 is the assumption upon which the Pressure Range commitments established in Table 2 have been devised. Should Customer deviate from these assumptions at any meter(s), the Board may be unable to meet the stated Pressure Range commitments in this Contract or in the contract of another customer of the Board and Section 5.08 of this Contract may be invoked.

THIRD AMENDED EXHIBIT B

Table 1
Projected Annual Volume and Minimum Annual Volume

Fiscal Year Ending June 30	Projected Annual Volume (Mcf)	Minimum Annual Volume (Mcf)
2009	165,000	82,500
2010	165,000	82,500
2011	200,000	100,000
2012	200,000	100,000
2013	189,000	94,500
2014	<i>189,000</i>	<i>94,500</i>
2015	<i>189,000</i>	<i>94,500</i>
2016	<i>189,000</i>	<i>94,500</i>
2017	<i>189,000</i>	<i>94,500</i>
2018	<i>189,000</i>	<i>94,500</i>
2019	<i>189,000</i>	<i>94,500</i>
2020	<i>189,000</i>	<i>94,500</i>
2021	<i>189,000</i>	<i>94,500</i>
2022	<i>189,000</i>	<i>94,500</i>
2023	<i>189,000</i>	<i>94,500</i>
2024	<i>189,000</i>	<i>94,500</i>
2025	<i>189,000</i>	<i>94,500</i>
2026	<i>189,000</i>	<i>94,500</i>
2027	<i>189,000</i>	<i>94,500</i>
2028	<i>189,000</i>	<i>94,500</i>
2029	<i>189,000</i>	<i>94,500</i>
2030	<i>189,000</i>	<i>94,500</i>
2031	<i>189,000</i>	<i>94,500</i>
2032	<i>189,000</i>	<i>94,500</i>
2033	<i>189,000</i>	<i>94,500</i>
2034	<i>189,000</i>	<i>94,500</i>
2035	<i>189,000</i>	<i>94,500</i>
2036	<i>189,000</i>	<i>94,500</i>
2037	<i>189,000</i>	<i>94,500</i>
2038	<i>189,000</i>	<i>94,500</i>

THIRD AMENDED EXHIBIT B

Table 2
Pressure Range and Maximum Flow Rate

Calendar Year	Pressure Range (psi)		Pressure Range (psi)		Pressure Range (psi)		Maximum Flow Rate (mgd)	
	Meter PT-02		Meter PT-03		Meter PT-04		Max Day	Peak Hour
	<u>Min</u>	<u>Max</u>	<u>Min</u>	<u>Max</u>	<u>Min</u>	<u>Max</u>		
2009	65	94	125	150	75	100	10.66	10.76
2010	65	94	125	150	75	100	10.66	10.76
2011	65	94	125	150	75	100	10.66	14.89
2012	65	94	125	150	75	100	10.66	10.76
2013	65	94	125	150	75	100	10.3	12.4
2014	65	94	125	150	75	100	10.3	12.4
2015	65	94	125	150	75	100	10.3	12.4
2016	65	94	125	150	75	100	10.3	12.4
2017	65	94	125	150	75	100	10.3	12.4
2018	65	94	125	150	75	100	10.3	12.4
2019	65	94	125	150	75	100	10.3	12.4
2020	65	94	125	150	75	100	10.3	12.4
2021	65	94	125	150	75	100	10.3	12.4
2022	65	94	125	150	75	100	10.3	12.4
2023	65	94	125	150	75	100	10.3	12.4
2024	65	94	125	150	75	100	10.3	12.4
2025	65	94	125	150	75	100	10.3	12.4
2026	65	94	125	150	75	100	10.3	12.4
2027	65	94	125	150	75	100	10.3	12.4
2028	65	94	125	150	75	100	10.3	12.4
2029	65	94	125	150	75	100	10.3	12.4
2030	65	94	125	150	75	100	10.3	12.4
2031	65	94	125	150	75	100	10.3	12.4
2032	65	94	125	150	75	100	10.3	12.4
2033	65	94	125	150	75	100	10.3	12.4
2034	65	94	125	150	75	100	10.3	12.4
2035	65	94	125	150	75	100	10.3	12.4
2036	65	94	125	150	75	100	10.3	12.4
2037	65	94	125	150	75	100	10.3	12.4
2038	65	94	125	150	75	100	10.3	12.4

THIRD AMENDED EXHIBIT B

Table 3
Flow Split Assumptions

Meter	Assumed Flow Split (2011-2013)
PT-02	49%
PT-03	33%
PT-04	18%

Table 4
Addresses for Notice

If to the Board: Director Detroit Water and Sewerage Department 735 Randolph Detroit, Michigan 48226 Attention: General Counsel	If to Customer: Township Clerk Charter Township of Plymouth 9955 N. Haggerty Road Plymouth, Michigan 48170-4673 Cc: Director of Public Utilities
-----------------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

**CHARTER TOWNSHIP OF PLYMOUTH
STAFF REQUEST FOR BOARD ACTION**

Meeting date: January 8, 2013

ITEM: Teamsters Collective Bargaining Agreement

BRIEF:

ACTION: Approve a new three year Teamsters CBA – Collective Bargaining Agreement effective January 1, 2013 – December 31, 2015. This collective bargaining agreement covers the township DPW technician employees.

DEPARTMENT/PRESENTER(S): Supervisor Richard M. Reaume
Treasurer Ron Edwards

BACKGROUND: Board of Trustees met in closed session Tuesday, December 11, 2012 to review the outstanding issues regarding the Teamsters CBA - Collective Bargaining Agreement. The outstanding issues have been resolved at the negotiation table, the agreement has been ratified by the Teamsters bargaining unit and is being presented to the Board for their approval. See attached listing of noteworthy changes to this CBA.

BUDGET/TIME LINE: Water and Sewer Budget / 2013 - 2015

RECOMMENDATION: Approve

PROPOSED MOTION:

I move to approve the Collective Bargaining Agreement between The Charter Township of Plymouth and Teamsters Local 214 effective January 1, 2013 through December 31, 2015.

RECOMMENDATION: Moved by: _____ Seconded by: _____

VOTE: __KA __CC __RD __SM __RE __NC __RR

MOTION CARRIED _____ **MOTION DEFEATED** _____

**Negotiations between
The Charter Township of Plymouth
-and-
Teamsters**

*Executive Summary of Tentative Agreement
January 8, 2012*

1. Effective Dates of CBA - January 1, 2013 through December 31, 2015
2. Wages:
 - 2013: 2% increase (above 2009 rate)
 - 2014: 2% increase
 - 2015: 2% increase
3. Creation of new Service Tech II classifications (2 positions) which shall have a base rate of 5% above the rate of the Service Tech I classification. Management to select employees to fill the position. All employees selected to fill the Service Tech II position shall have a six month probationary period during which the Township may remove the employee from the position.
4. Water Certification Testing – As a condition of continued employment, employees who are eligible to obtain Certification are required to take training and test at least once per year for the S-4 certification, and put forth effort toward obtaining certification. The Township will pay for one training class and one test per year. Employee can pay for additional training and tests.
5. Water Certification Bonus:
 - S-4 Certification: \$500
 - S-3 Certification: \$750
 - S-2 Certification: \$1,000
 - S-1 Certification: \$1,500
6. Retiree Health Insurance – Add additional retirement qualification at 60 years of age with 20 years of service, but Township only pays 4% for each year of service. Employee must pay remaining amount plus the difference between cost for active health insurance and cost for retiree health insurance. The maximum amount the Township will pay for retiree health insurance is 80%.
7. Health Insurance – Incorporate Act 152 20% employee premium sharing language
8. New Service Tech I Step Schedule:
 - Start: 75%
 - After 1 Year: 83%
 - After 2 Years: 91%
 - After 3 Years: 100%

9. DOT Drug Testing – Any employee who tests positive for drugs or alcohol will be subject to discipline up to termination of employment based upon the Charter Township of Plymouth Department of Transportation/Federal Highway Administration Drug and Alcohol Testing Policy, which has been incorporated into the Agreement.

**CHARTER TOWNSHIP OF PLYMOUTH
STAFF REQUEST FOR BOARD ACTION**

Meeting date: January 8, 2013

ITEM: Non-Represented Wages

BRIEF:

ACTION: To approve a wage increase for the non-represented employees, excluding public safety.

DEPARTMENT/PRESENTER(S): Supervisor Richard M. Reaume

BACKGROUND: See attached

BUDGET/TIME LINE: 2013 General Fund & Water and Sewer Fund

RECOMMENDATION: Approve

PROPOSED MOTION:

I move to approve a 3% wage increase for non-represented employees, excluding public safety non-represented employees.

RECOMMENDATION: Moved by: _____ Seconded by: _____

VOTE: ___ KA ___ CC ___ RD ___ MK ___ RE ___ CC ___ RR

MOTION CARRIED _____ **MOTION DEFEATED** _____

Non-Represented Employee Compensation

January 8, 2013

Background

Non-represented employees have shared in employee concession the past four years. Wages were frozen for 2009, 2010, 2011 and 2012 with a wages reduction of 5% in 2011 through furlough days. Non-represented employees were one of the first groups to pay a 10% medical premium sharing payment and recently that amount was increased to 20% of the premium on September 1, 2012.

Non-Represented Numbers and Payroll

At the beginning of 2009 there were seventeen (17) full time non-represented employees. Over the last four years due to attrition and department reorganization the number of full time non-represented employees is now at fourteen (14). The annual payroll for this non-represented group has been reduced by \$240,000 per year.

Proposed Wage Increase

Proposal is to provide a 3% wage increase for the following non-represented positions, public safety is excluded:

- | | |
|-----------------------------|--------------------------------|
| - Chief Building Official | - Director of Public Utilities |
| - DPW Administrator | - DPW Forman |
| - Deputy Clerk | - Deputy Treasurer |
| - Human Resources Director | - Information Systems Director |
| - Planner/Community Dev Dir | - Supervisors Aide |

**CHARTER TOWNSHIP OF PLYMOUTH
STAFF REQUEST FOR BOARD ACTION**

Meeting date: January 8, 2013

ITEM: Audio/Visual Digital Upgrade

BRIEF:

ACTION: Upgrade the township analog audio video equipment with high definition cameras, digital recording equipment and replace the existing table-top boundary microphones with lapel style wireless microphones.

DEPARTMENT/PRESENTER(S): Supervisor Richard M. Reaume
Clerk Nancy Conzelman

BACKGROUND: Sere attached.

BUDGET/TIME LINE: Approximately \$42,000 in new digital equipment plus \$4,500 to \$5,000 in installation costs paid for by Cable Company PEG Fees

RECOMMENDATION: **Approve**

PROPOSED MOTION:

I move to authorize the installation of new audio visual equipment as presented by Phillips Pro Systems, Temperance, MI.

RECOMMENDATION: Moved by: _____ Seconded by: _____

VOTE: ___ KA ___ CC ___ RD ___ MK ___ RE ___ NC ___ RR

MOTION CARRIED _____ **MOTION DEFEATED** _____

Audio/Visual Upgrade Plymouth Township Town Hall Meeting Room

Audio

The audio system is a major concern of the Township. After consulting with three audio visual providers the recommendation was to change the microphones from table-top Boundary mics to either gooseneck microphones, lapel style microphones with a wire to a belt pack or wearable lapel style wireless microphones.

The recommendation is for the wearable lapel style wireless microphones. The benefits for this new technology microphone is high definition audio delivering spoken word clarity, picks up your voice if looking left, right or sitting back away from the dais, no belt pack and allows you sit anywhere within the room. With the table-top Boundary microphones removed from the dais tabletop, board and commission members can freely shuffle papers including large 2' by 3' drawings without generating paper noise.

Cameras, Production and Recording

To exceed the quality of the current cameras, video room monitors and video equipment in standard definition the recommendation is to replace them with HD high definition components. The three existing cameras will be replaced with high definition cameras. Also, switch out the existing pre view and post view monitors in the recording room with high definition monitors. Recordings (video/audio) of meetings will be captured on a HDR – hard drive recorder – format MPEG. Recordings can be downloaded to PCs, MAC's or placed on the township web site as a MPEG file that is playable via the internet by almost every available personal computer software. Video will also be recorded to DVD as backup. The audio will be written in a digital format to a Compact Flash or SD Card. Recording Secretary will use the high definition MPEG or digital audio file for preparing meeting minutes.

Graphics

The current graphics computer will be integrated into the new production system by TEL Systems and National Communications. A new HD digital character generator is recommended in the proposed HD recording and production solution from Phillips Pro Systems.

Hardware and Software:

TEL Systems	\$ 40,106
National Communications	\$ 40,500
Phillips Pro Systems	\$ 41,912

Installation and Labor

The installation of the new digital equipment will hopefully use existing and hidden cable paths with reasonable accessibility. Based upon the three quotes installation and labor is estimated between \$4,500 and \$5,000. Longer installation times or if additional conduit/cable path work is required, installation and labor costs will increase.



**Thalner
Electronic
Laboratories**

7235 Jackson Road 1
Ann Arbor, MI 48103
734-761-4506
1-800-686-7235
Fax 734-761-9776
www.thalner.com

Customer Proposal

Proposal #: 34-042012-1

Customer:

Plymouth Township

Eric Bacyinski

Quote Date: 4/20/2012
Terms: Net 30
Account Manager: Bizer

F.O.B.: Destination
Delivery:
Ship Via: TeL

Item	Qty.	Description	Unit	Amount
1	3	Sony/Vaddio 3CCD Standard Definition Pan/Tilt/Zoom Cameras.	4,692.00	14,076.00
2	1	Vaddio Camera control and switching console	3,102.00	3,102.00
3	1	Vaddio Triple Rackmount monitor	1,027.00	1,027.00
4	10	Shure 15" Inch Gooseneck mics with supercardioid pickup pattern. Includes built in configurable mute button.	245.00	2,450.00
5	1	Crown Amplifier	595.00	595.00
6	2	BSS DSP	1,685.00	3,370.00
7	1	Toshiba DVD recorder	104.00	104.00
8	1	Crestron Digital Media Matrix switching system	10,839.00	10,839.00
9	1	Crestron Wireless Touchpanel, Processor and Docking Station	4,543.00	4,543.00
10	1	TeL Systems Delivery and Installation	4,500.00	4,500.00
11	1	TeL Systems Programming	3,024.00	3,024.00
12	1	TeL Systems Materials	1,440.00	1,440.00
Total:				49,070.00

Please see the accompanying narrative for a full system upgrade description.

This quote assumes that all cable paths will be in place and reasonably accessible at the time of installation. Additional conduit/cable path work required (if any) for system functionality is not included and must be provided by others. Sales tax is not included in this pricing.

Thank you for this opportunity to quote!

Please see next page for terms and conditions.

Terms and Conditions:

- (1) All prices good up to 30 days after quote date*
- (2) This proposal does not include sales tax or freight, unless otherwise noted in the quotation.*
- (3) All 120VAC facilities and renovations provided by others.*
- (4) All conduits, raceways, and wirepaths provided by others*
- (5) All building renovations, structural, aesthetic, or otherwise, are not included in our pricing.*
- (6) All necessary trim and finish work provided by others*
- (7) Installation price reflects work performed during normal business hours only, unless specified in writing.*
- (8) All Sales Are Considered Final*
- 9) Payment accepted in the form of cash, cleared business or personal check, or funds transfer. Credit card payments are not accepted without prior approval from TeL Systems and cannot be applied against account balances*
- (10) Please reference the Thalner Electronic Labs (TeL Systems) proposal number on purchase orders or correspondence*
- (11) Equipment returns must be authorized in writing by TeL Systems and may incur a re-stocking fee plus total freight.*
- (12) Changes to item quantity or specifications may result in a price change*
- (13) Financing Options are available through TeL Systems and must be agreed upon before the sale.*
- (14) TeL Systems makes no implied or assumed claims regarding performance, capabilities or interface compatibility of the equipment listed unless otherwise noted*
- (15) This proposal may include a limited one year, on-site parts and labor warranty against defective workmanship on the installation and on the products included in the system. The system warranty is initiated at the time of substantial system completion. See TeL Systems Warranty/Implementation Agreement.*
- (16) The material contained in this proposal has been assembled by Thalner Electronics for the sole benefit of the customer listed and TeL Systems only, and is confidential. This material cannot be distributed to others without the prior written consent of TeL Systems and the customer.*



NATIONAL COMMUNICATIONS
CORPORATION

Quotation

1463 Premier Troy MI 48064
Prepared by: Robert Murray
Work: 248 816 1100
Fax: 248 816 1105
Cell: 248 765 9336

Plymouth Conference Room

Line Item	Quantity	Manufacture	Part Number	Description	Cost	Ext. Cost
1	1	ClearOne	930-151-882	ClearOne 16TA Audio Processor	\$8,931.94	\$8,931.94
2	2	Revolabs	01-HDEXEC-NM-3Y	Microphone receiving Base	\$6,361.80	\$12,723.60
3	12	Revolabs	01-HDEXEMIC-11	Wearable Microphone	\$346.77	\$4,161.20
4	2	Revolabs	01-ANTEXEC8-KIT	Remote Antenna Kit	\$396.45	\$792.89
5	1	Extron	60-190-01	RSU129	\$89.70	\$89.70
6	1	Extron	60-734-03	DVI over UTP Tx/Rx	\$670.68	\$670.68
7	1	Extron	60-835-01	DVS510 Switcher Scaler	\$3,303.72	\$3,303.72
8	1	Sharp	TBD	80" Display	\$5,503.44	\$5,503.44
9	1	Chief Mfg	XSM	Display Mount	\$345.00	\$345.00
10	1	Sony	PCM-M10R	Solid State Audio Recorder	\$281.52	\$281.52
11	1	Tascam	BD-R2000	HDD Blu-Ray/DVD/SD Recorder	\$3,034.62	\$3,034.62
12	1	Bose	40166	302 White	\$661.50	\$661.50
13	1	NCC		Misc. Cables and Connectors	\$750.00	\$750.00
14						
15						
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30						

Notes: Power to be provided at Display location by the Township, Drywall repair from relocation to be fixed my the township.
Reusing some of the previous equipment. 1 Year parts and service included as well as training.

Sub Total	\$41,249.81
Labor	\$4,800.00
Tax	
Grand Total	\$46,049.81



Audio • Video • Lighting

7425 S Telegraph Rd.
Temperance Mi. 48182



Quote

PPA11599-Q

734-847-5105

Fax 734-847-4974

Richard Reaume
C/O Plymouth Township
9955 N Haggerty
Plymouth M Mi48170

Hd Pzt Camera/ Switcher

Date 9/12/2012

734-788-7373

Fax 734-453-5680

We here by submit specifications and estimates for:

Qty	Product ID	Manufacture	Description
1	ALTV244	Altronics	Camera Power Supplys
1	40287	Cables To Go	Div To Hdmi
1	HDR-40	Data Video	Hdv Recorder Dv/hdv Recorder/player
1	SDI-AVR 100	Extron	60-400-01 Sdi To Rgbhv Converter
1	DA2-RGBHV	Extron	60-488-01rgbhv 1 In Two Out Da
1	RGB-DVi300	Extron	60-906-01 Rgbhv To Dvi
3	5B-5B-6	Mono Price	Rgbhc 3 Ft Cables
1	UN32EH4000	Samsung	32" Lcd Monitor
3	EVI-H100S/W	Sony	Pzt Hd 1080p Camera
1	RMBR300	Sony	Camera Controller
1	MCS-8M	Sony	Video Mixer
1	SS-CDR200	Tascam	Audio Flash Recorder
1	DR430 Dvd	Toshiba	Dvd Recorder - Black
1	HD825	West Penn	Sdi Camera Wire 500 Ft
250	4246	West Penn Wire	Cat 5 Control Cable

Total Investment Installed \$30,595.00

Rate of Taxable Amount 0.00%

Additional

Conduit/ raceway provided by owner, Use of existing DVD and VCR recorders/Monitors
Amx Control programming is not part of this bid.

Sign For Additional Equipment _____

All electrical high voltage distribution and termination shall be the responsibility of the owner

Payment to be made as follows: Cash, Company check, Money order or C.O.D. Per AIA Document

50% down 50% upon completion (Past Due 30 Days Additional 5%); (Past Due 60 Days Additional 10%); (Past Due 90 Days Additional 15%) All interest fees will be legally enforced All Equipment installed is the property of Phillips Pro Audio until payment is complete and in full. Phillips Pro Audio has the right to remove all unpaid equipment in the event payment is incomplete after 90 days of finish date. A 20% restocking fee will be charged on any item not returned within 7 days of purchase. A shipping charge shall be enforced on all returned items. If you do not see an item on this proposal it is not part of the bid price. Any additional items to this proposal will have an additional cost. PPS reserves the right to correct errors made in quotation. This quote is good for 30 days after that there may be additional cost.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado

and other necessary insurance.

Authorized Signature _____

This Proposal may be withdrawn by us at any time.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Tax exempt Number If Applicable _____



Audio • Video • Lighting

7425 S Telegraph Rd.
Temperance Mi. 48182



Quote
PPA11579-Q

734-847-5105
Fax 734-847-4974

Richard Reaume
C/O Plymouth Township
9955 N Haggerty
Plymouth M Mi 48170

Revolab Quote 8 Wireless Mics 3 Goose Neck

Date 9/6/2012

734-788-7373
Fax 734-453-5680

We hereby submit specifications and estimates for:

Qty	Product ID	Manufacture	Description
1	01-HDEXEC-NM	Revolabs	Executive Hd 8-channel System Without Mics
8	01-HDEXEMIC-1	Revolabs	Hd Wearable / Lapel Style Microphone
3	MX418D/C	Shure	Goose Neck Mics

Total Investment Installed \$8,458.00

Rate of Taxable Amount 0.00%

Additional

Sign For Additional Equipment

All electrical high voltage distribution and termination shall be the responsibility of the owner

Payment to be made as follows: Cash, Company check, Money order or C.O.D. Per AIA Document

50% down 50% upon completion (Past Due 30 Days Additional 5%:) (Past Due 60 Days Additional 10%): (Past Due 90 Days Additional 15%) All interest fees will be legally enforced All Equipment installed is the property of Phillips Pro Audio until payment is complete and in full. Phillips Pro Audio has the right to remove all unpaid equipment in the event payment is incomplete after 90 days of finish date. A 20% restocking fee will be charged on any item not returned within 7 days of purchase. A shipping charge shall be enforced on all returned items. If you do not see an item on this proposal it is not part of the bid price, Any additional items to this proposal will have an additional cost. PPS reserves the right to correct errors made in quotation. This quote is good for 30 days after that there may be additional cost.

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and other necessary insurance.

Authorized Signature

This Proposal may be withdrawn by us at any time.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature

Tax exempt Number If Applicable



Richard Reaume
C/O Plymouth Township
9955 N Haggerty
Plymouth M Mi 48170

Character Generator Software

Date 6/18/2012
734-788-7373
Fax 734-453-5680

We hereby submit specifications and estimates for:

Qty	Product ID	Manufacture	Description
1	CG-300Kit	Data Video	Owner Provided Hdmi /laptop No Dell Computer Character Generator For Sd & Hd

Total Investment Installed \$2,859.00

Rate of Taxable Amount 0.00%

Additional

PC Desk Top computer, Provided by owner

Sign For Additional Equipment _____

All electrical high voltage distribution and termination shall be the responsibility of the owner
Payment to be made as follows: Cash, Company check, Money order or C.O.D. Per AIA Document
50% down 50% upon completion (Past Due 30 Days Additional 5%:) (Past Due 60 Days Additional 10%): (Past Due 90 Days
Additional 15%) All interest fees will be legally enforced All Equipment installed is the property of Phillips Pro Audio until payment is
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proposal will have an additional cost. PPS reserves the right to correct errors made in quotation. This quote is good for 30 days after
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or deviation from above specifications involving extra costs will be
executed only upon written orders, and will become an extra charge
over and above the estimate. All agreements contingent upon strikes,
accidents or delays beyond our control. Owner to carry fire, tornado

and other necessary insurance.

Authorized Signature _____

This Proposal may be withdrawn by us at any time.

Acceptance of Proposal - The above prices, specifications
and conditions are satisfactory and are hereby accepted. You are authorized
to do the work as specified. Payment will be made as outlined above.

Signature _____

Tax exempt Number If Applicable _____

BENEFITS

Superior Audio Quality

Wideband frequency response provides high definition audio delivering spoken word clarity

Wireless Freedom

Lets you sit anywhere within a conference room or walk around freely

Support for Multiple Microphones

Wearable, tabletop boundary and handheld

No More Cell Phone Buzz

RF Armor technology lets microphones operate even when in direct contact with other wireless electronic devices

Secure

128-bit encryption prevents people from listening in

Network Software

Allows remote monitoring and control of systems



AUDIO		
	Channels	4 or 8 channels per system 32 channels maximum (4 systems) North and South America and Japan 40 channels maximum (5 systems) Africa, Asia, Australia and Europe
	Radio Frequency	North and South America: 1920 to 1930 MHz Africa, Asia, Australia and Europe: 1880 to 1900 MHz (DECT EU) Mainland China: 1900 to 1920 MHz Japan: 1893.5 to 1906.1 MHz
	Range	300 feet (90 meters) approx. (no obstruction) Out-of-range alarm
	Bandwidth	50-14,000 Hz
BASE STATION		
	Power	100-240V, 50-60 Hz, 20W
	Connector/Interfaces	IEC Universal power connector Channel LED indicators Pairing Push Buttons Configuration DIP Switches (8) 3.5 mm Mini Phoenix Line Level Inputs and Line/Mic Level outputs per channel DB9 RS-232 serial RJ45 LAN
		3.5 Mini Phoenix serial bus
	Display	High resolution LCD display
CHARGER BASE		
	Power	24V DC, 1A
		100-240V, 50-60 Hz; Power supply included
	Connector/Interfaces	4 or 8 proprietary 4 pin microphone charge jacks USB port for firmware update only

RSS-H48-0911

HEAR EVERY WORD



Revolabs HQ
144 North Road
Sudbury, MA 01776
USA
800-326-1088

Revolabs EMEA
+33-1-6459-8904

Revolabs APAC
+852-92297743

Revolabs India-Middle East
+91-124-4711630

Info@revolabs.com
www.revolabs.com

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**CHARTER TOWNSHIP OF PLYMOUTH
STAFF REQUEST FOR BOARD ACTION**

Meeting date: January 8, 2013

ITEM: Lilley Road Right-of-Way

BRIEF:

ACTION: Amend the cross-access agreement between Fifth Third Bank and the Charter Township of Plymouth as a result of Fifth Third Bank donating their Lilley Road right-of-way property to the County of Wayne.

DEPARTMENT/PRESENTER(S): Supervisor Richard M. Reaume
Township Attorney Tim Cronin

BACKGROUND: When the Township sold the 1.03 acres on the corner of Ann Arbor Road and Lilley, the old Clerks office, to Fifth Third Bank in December 2006 the two parties entered into a cross-access agreement. The parties desired to create driveways that would allow easement on, over, through and across the two adjacent parcels for commerce and traffic flow.

Fifth Third Bank has site plan approval from the Planning Commission and as part of their construction has executed a Quit Claim Deed to transfer the 27 foot wide Lilley Road right-of-way to the County of Wayne. As a result of that transfer in ownership, the original agreement with Fifth Third needs to be amended to remove the 27 foot wide property it donated to the County from the original Agreement.

BUDGET/TIME LINE: N/A

RECOMMENDATION: **Approve**

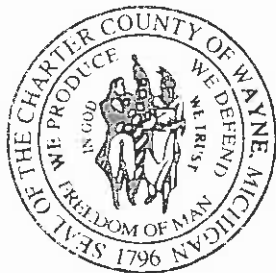
PROPOSED MOTION:

I move to approve the Reciprocal Easement and Operating Agreement Amendment between the Charter Township of Plymouth and Fifth Third Bank and authorize the Supervisor to sign the Amendment.

RECOMMENDATION: Moved by: _____ Seconded by: _____

VOTE: ___ KA ___ CC ___ RD ___ MK ___ RE ___ NC ___ RR

MOTION CARRIED _____ **MOTION DEFEATED** _____



Robert A. Ficano
County Executive

November 2, 2012

The Honorable Richard Reaume
Supervisor
Charter Township of Plymouth
9955 N. Haggerty Road
Plymouth, Michigan 48170

**Re: Lilley Road Right-of-Way Donation
North of Ann Arbor Road
Township of Plymouth
Tax Id No. 78-060-99-0027-002**

Dear Supervisor Reaume:

The County of Wayne ("County") recently acquired title to a portion of the above referenced property for use as part of the Lilley Road right-of-way. It has come to our attention that your community and the property owner of the above referenced property, Fifth Third Bank, previously entered into a Reciprocal Easement and Operating Agreement ("Agreement") which includes property now owned by the County. The County made a request to Fifth Third Bank to amend the Agreement to would remove the property it donated to the County. Fifth Third Bank has complied and executed the attached Amendment to the Reciprocal Easement and Operating Agreement ("Amendment"). Therefore, the County is asking that the Township execute the Amendment to remove property now owned by the County and used as road right-of-way.

If this is acceptable, please have the document executed, witnessed, and notarized. Please type or print names under all signatures with black ink; you may use black or blue ink for signature. Return the original executed document in the enclosed self-addressed envelope.

Please direct questions to me at 313.224.7775 between the hours of 7:30 a.m. and 4:00 p.m. If I am unavailable, contact Sandra Martin at 313.224.7772. Your assistance in finalizing this matter is most appreciated.

Respectfully,

Ronald P. Agacinski
County Highway Engineer
Director of Engineering

RPA:mmm
Attachments

NOV 7 2012

Wayne County Department of Public Services



QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS: That
whose street number and post office address
QUIT CLAIMS to the
whose street number and post office address is
the following described premises situated in the Township of Plymouth, County of Wayne, and State of Michigan, to wit

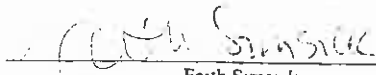
FIFTH THIRD BANK, an Ohio banking corporation
38 Fountain Square Plaza, MD 10ATAJ Cincinnati, Ohio 45263
COUNTY OF WAYNE, a Michigan home rule charter county
500 Griswold, Detroit, Michigan 48226

The West 27.00 feet of part of the Northeast 1/4 of Section 35, T.1S., R.8E., Plymouth Township, Wayne County, Michigan, being more particularly described as follows: Commencing at the North 1/4 corner of said Section 35, thence S00°00'00"W, 2327.20 feet along the North and South 1/4 line of said Section and the centerline of Lilley Road (66 feet wide); thence S89°47'22"E, 33.00 feet for a Place of Beginning; thence S89°47'22"E, 165.00 feet; thence S00°00'00"W, 275.00 feet; thence N89°47'22"W, 135.47 feet along the North Right-of-Way line of Ann Arbor Road (106 feet wide); thence N44°53'40"W, 41.84 feet along said line; thence N00°00'00"E 245.47 feet along the East Right-of-Way line of said Lilley Road to the Place of Beginning. Containing 6980 Sq. Ft. (0.160 Acres) more or less.

together with all improvements located thereon and therein, if any, all and singular, the tenements, hereditaments, and appurtenances thereunto belonging or in any way appertaining thereto and for the full consideration of One (\$1.00) Dollar Exempt from Real Estate Transfer Tax pursuant to M S A 207 505, ss 7 456(5), Section 5(a), M C L A 207 526, Section 6(a), Public Acts 1966, No. 134, Michigan, as amended.

Dated this 30th day of October, 2012

Signed and Sealed in presence of:


Faith Simsick

STATE OF MICHIGAN
COUNTY OF OAKLAND

(ss.)

(ss.)

SEAL

By

Its

By

Its

Signed and Sealed:

Fifth Third Bank, an Ohio banking corporation

Jeffrey Wagner
Vice President

Bradley M. Newman
Vice President

On this (1) 30th day of October, 2012 before me personally appeared and is known to me or satisfactorily proven to be (2) Jeffrey Wagner and Bradley M. Newman and acknowledged themselves to be the (3) Vice Presidents of (4-5) of Fifth Third Bank, an Ohio banking corporation, and on behalf of the said corporation that they, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by themselves as (3) Vice Presidents of Fifth Third Bank, an Ohio banking corporation. In witness whereof I hereunto set my hand and official seal

My commission expires: May 2, 2013
Acting in the County of Oakland

(6)

Faith Simsick

Notary Public, County of Oakland, State of Michigan

Note: Insert at (1) date (2) names of officer(s) (3) titles(s) of officer(s) (4) name of (corporation / company / association / trust / limited liability company / partnership / co partnership) acknowledging (5) state or place of incorporation/organization (6) signature of person taking acknowledgment

Please Note: (1) The name of each person who signs this instrument shall be legibly printed typewritten or stamped upon such instrument immediately beneath the signature of such person. (2) If the notarial act is performed outside the State of Michigan, the acknowledgment must show the rank or title and serial number, if any, of the person taking the acknowledgment. The official seal of the person performing the notarial act outside the State of Michigan should be affixed to the deed

Plan Review No. R12-188

Address: Vacant Land, E/S Lilley, N of Ann Arbor Road

Tax ID No. (part of) 78-060-99-0027-002

Instrument drafted by, without opinion of title, when recorded return to and send real estate taxes to:

S M Martin, Wayne County DPS, Real Estate, 400 Monroe Street, 3rd Floor, Detroit, Michigan 48226

RECIPROCAL EASEMENT AND OPERATING AGREEMENT AMENDMENT

THIS RECIPROCAL EASEMENT AND OPERATING AGREEMENT AMENDMENT ("Amendment") is made this _____ day of _____, 20____ by and between the CHARTER TOWNSHIP OF PLYMOUTH, A Michigan municipal corporation, ("Township") and FIFTH THIRD BANK, an Ohio banking corporation, ("Fifth Third").

WHEREAS, on December 19, 2006, Township and Fifth Third entered into a Reciprocal Easement and Operating Agreement ("Original Agreement") covering real property in the Township of Plymouth, Wayne County, Michigan, as cited in **Liber 45792 Page 988** of Wayne County Records ("WCR").

WHEREAS, Fifth Third has donated a portion of the property cited in Exhibit B of the Original Agreement to the County of Wayne, Michigan, ("County") for expansion of the Lilley Road right-of-way as recorded in Liber 50249 on Page 1298 of WCR.

WHEREAS, Fifth Third and the Township desire to amend the legal description cited in Exhibit B of the Original Agreement to remove the property donated to the County as referenced above.

NOW, THEREFORE, it is agreed as follows:

1. The following section of the Original Agreement, which in turn modifies the Original Agreement, is amended and restated as follows:


Exhibit B Legal Description of the Fifth Third Parcel

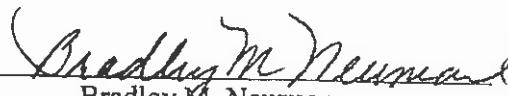
A parcel of land located in the Northeast 1/4 of Section 35, T.1S., R.8E., Plymouth Township, Wayne County, Michigan, being more particularly described as follows: Commencing at the North 1/4 corner of said Section 35, thence S00°00'00"W, 2327.20 feet along the North and South 1/4 line of said Section and the centerline of Lilley Road (66 feet wide); thence S89°47'22"E, 33.00 feet for a Place of Beginning; thence S89°47'22"E, 165.00 feet; thence S00°00'00"W, 275.00 feet; thence N89°47'22"W, 135.47 feet along the North Right-of-Way line of Ann Arbor Road (106 feet wide); thence N44°53'40"W, 41.84 feet along said line; thence N00°00'00"E 245.47 feet along the East Right-of-Way line of said Lilley Road to the Place of Beginning, EXCEPTING THEREFROM the West 27.00 feet.

2. Effect: All terms and conditions of the Original Agreement, except as modified herein, shall remain in full force and effect.

3. Authority: The parties warrant that all persons executing this Amendment are duly authorized to so bind their principals.

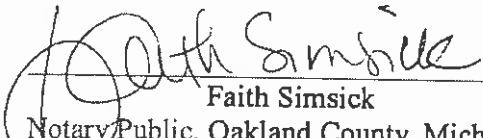
FIFTH THIRD BANK,
An Ohio banking corporation

By:  (L.S.)
Jeffrey Wagner
Its: Vice President

By:  (L.S.)
Bradley M. Newman
Its: Vice President

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

This document was acknowledged before me on 30th day of October, 2012 by Jeffrey Wagner and Bradley M Newman, both Vice Presidents of Fifth Third Bank, an Ohio banking corporation.

 (L.S.)
Faith Simsick
Notary Public, Oakland County, Michigan
My Commission Expires: May 2, 2013
Acting in Oakland County

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SIGNATURES CONTINUED ON NEXT PAGE

RECIPROCAL EASEMENT AGREEMENT AMENDMENT

CHARTER TOWNSHIP OF PLYMOUTH

a Michigan municipal corporation

By: _____ (L.S.)

Its: _____

STATE OF _____)

)

ss

COUNTY OF _____)

This document was acknowledged before me on ____ day of _____, 20__ by
_____, the _____
of the Charter Township of Plymouth, a Michigan municipal corporation

_____ (L.S.)

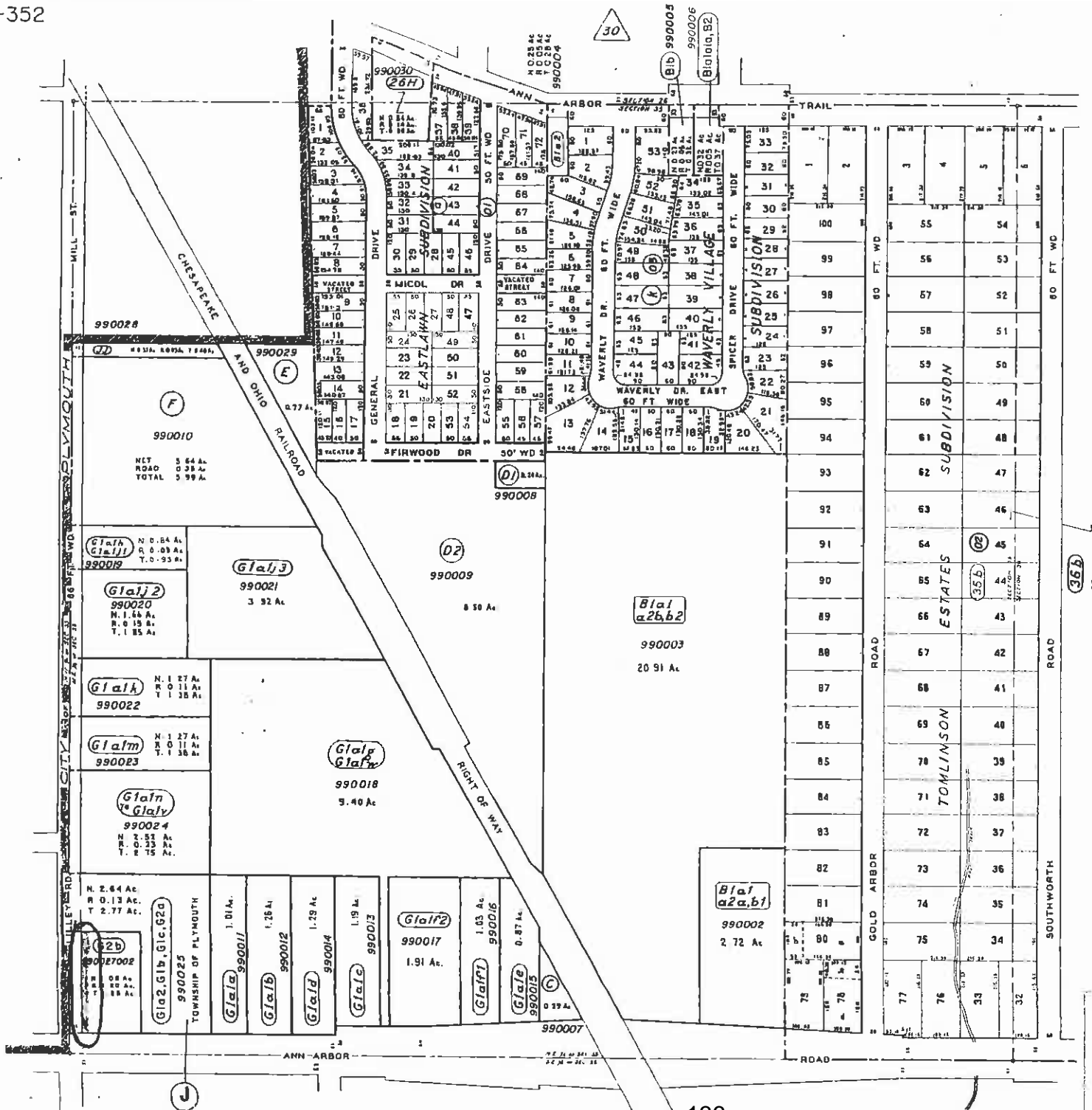
Notary Public, _____ County, _____

My Commission Expires: _____

Acting in _____ County

Address: Vacant Land, E/S Lilley Road Right-of-Way, North of Ann Arbor Road
Tax ID No. part of 78-060-99-0027-002

Instrument drafted by, without opinion of title, and when recorded return to:
S.M. Martin, Wayne County, DPS, Real Estate, 400 Monroe, 3rd Floor, Detroit, Michigan 48226



J MUNICIPAL OFFICE
 PLYMOUTH TOWNSHIP
 42350 ANN ARBOR ROAD
 PLYMOUTH MI 48170
 (734) 453-3840 OFFICE
 (734) 453-2046 FAX

N.E. 1/4 SECTION 35
PLYMOUTH TOWNSHIP
 T. 1 S. R. 8 E.
 WAYNE COUNTY, MICHIGAN

SCALE 1 INCH = 200 FEET

DEPARTMENT of MANAGEMENT and BUDGET
 ASSESSMENT and EQUALIZATION DIVISION

METROPOLITAN

2007 JAN -2 AM 9:38

Li-45792 Pa-988
207011548 1/02/2007 09:38AM
Bernard J. Youngblood
Wayne Co. Register of Deeds

RECIPROCAL EASEMENT AND OPERATING AGREEMENT

THIS RECIPROCAL EASEMENT AND OPERATING AGREEMENT (this "Agreement") is entered into as of December 19, 2006 (the "Effective Date"), by and between the CHARTER TOWNSHIP OF PLYMOUTH, a Michigan municipal corporation, whose address is 9955 North Haggerty Road, Plymouth, Michigan 48170 (the "Township"), and FIFTH THIRD BANK, a Michigan banking corporation, whose address is Fifth Third Center, MD10ATA1, Cincinnati, Ohio 45263, Attention: Property Management Department ("Fifth Third").

RECITALS:

A. The Township is the owner of certain real property located in the Township of Plymouth, Wayne County, Michigan, which is described on the attached Exhibit A (the "Township Parcel").

B. Fifth Third is the owner of certain real property located in the Township of Plymouth, Wayne County, Michigan, which is adjacent to the Township Parcel and is described on the attached Exhibit B (the "Fifth Third Parcel").

C. The Township and Fifth Third desire to create driveways on, over, through, and across the Parcels (defined in Section 2d below), as hereinafter set forth.

D. This Agreement is exempt from real estate transfer taxes pursuant to MCLA §207.505(a) and §207.526(a), where the value of the consideration is less than \$100.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties, as defined in Section 2e below, agree as follows:

1. Recitals. The recitals set forth above are hereby incorporated by reference as though set forth fully herein.

193995

R Agr 39 6R 11 pgs A Cj

2. Definitions.

a. Applicable Rate of Interest. The term "Applicable Rate of Interest" means the lesser of: (i) the highest rate permitted by law to be paid on such type of obligation by the Party, as defined in Section 2f below, obligated to make such payment; and (ii) the per annum rate of four (4%) percent in excess of the prime rate announced from time to time by the *Wall Street Journal* (or similar business journal if the *Wall Street Journal* is no longer in existence).

b. Driveway Improvements. The term "Driveway Improvements" means the Fifth Third Driveway Improvements and/or the Township Driveway Improvements, as those terms are defined in Sections 3a and 3b below.

c. Parcel. The term "Parcel" means the Township Parcel and/or the Fifth Third Parcel.

d. Parcels. The term "Parcels" means the plural of the term Parcel.

e. Parties. The term "Parties" means the plural of the term Party.

f. Party. The term "Party" means the Township and/or Fifth Third and any successor or assign acquiring a fee interest in and to any portion of such Party's Parcel, in all cases such reference shall be only during a Party's term of ownership of a Parcel.

g. Permittees. The term "Permittees" means the officers, employees, agents, contractors, customers, tenants, licensees, invitees, and mortgagees of a Party or its permittees.

3. Grant of Easements.

a. By Fifth Third. Fifth Third hereby grants to the Township and the Township's Permittees, successors and assigns, for the benefit of the Township Parcel, a perpetual non-exclusive easement on, over, through, and across the driveways, roadways, parking aisles, paths, curb cuts, sidewalks and entranceway improvements (collectively, the "Fifth Third Driveway Improvements") now located or located in the future on the Fifth Third Parcel for the purpose of vehicular and pedestrian ingress and egress to and from the Township Parcel and Lilley Road and Ann Arbor Road. Fifth Third shall have the right, at its sole cost and subject to applicable governmental approvals, to relocate/reconfigure the Fifth Third Driveway Improvements with the prior written consent of the Township, which consent shall not be unreasonably withheld, delayed or conditioned. Fifth Third agrees to coordinate any such relocation/reconfiguration with the Township so as to minimize any interference with the operations on the Township Parcel.

b. By the Township. The Township hereby grants to Fifth Third and Fifth Third's Permittees, successors and assigns, for the benefit of the Fifth Third Parcel, a perpetual non-exclusive easement on, over, through, and across those driveways, roadways, parking aisles, paths, curb cuts, sidewalks and entranceway improvements (collectively, the "Township Driveway Improvements") now located or located in the future on the Township Parcel for the purpose of

vehicular and pedestrian ingress and egress to and from the Fifth Third Parcel and Lilley Road and Ann Arbor Road. The Township shall have the right, at its sole cost and subject to applicable governmental approvals, to relocate/reconfigure the Township Driveway Improvements with the prior written consent of Fifth Third, which consent shall not be unreasonably withheld, delayed or conditioned. The Township agrees to coordinate any such relocation/reconfiguration with Fifth Third so as to minimize any interference with the operations on the Fifth Third Parcel.

4. Installation of Easements.

a. Installation of the Fifth Third Driveway Improvements. Simultaneously with the initial construction of its improvements on the Fifth Third Parcel ("Fifth Third Project"), Fifth Third shall install, at its sole cost and expense, the Fifth Third Driveway Improvements in a first class manner and in accordance with plans and specifications that have been mutually approved by the Parties and all applicable governmental authorities. Fifth Third may elect to commence construction of the Fifth Third Project at any time after the Effective Date in its sole discretion; provided, however, after commencement of the construction of the Fifth Third Project, Fifth Third shall diligently work toward completion of the Fifth Third Driveway Improvements thereafter.

b. Installation of the Township Driveway Improvements. Simultaneously with the initial construction of its improvements on the Township Parcel ("Township Project"), the Township shall install, at its sole cost and expense, the Township Driveway Improvements in a first class manner and in accordance with plans and specifications that have been mutually approved by the Parties and all applicable governmental authorities. The Township may elect to commence construction of the Township Project at any time after the Effective Date in its sole discretion; provided, however, after commencement of the construction of the Township Project, the Township shall diligently work toward completion of the Township Driveway Improvements thereafter.

c. Workmanship. Each Party agrees that the construction of the Driveway Improvements shall be performed in a good and workmanlike manner, with first-class materials and in accordance with all applicable laws, rules, ordinances and regulations. Each Party shall use commercially reasonable efforts to minimize the disruption of the operations on the other Party's Parcel during the construction of the Driveway Improvements. Each Party agrees that there shall be no interruption whatsoever of the utility services provided by the existing utility lines as a result of any construction activities by the other Party and its contractors or subcontractors.

d. Construction Liens. In the event any construction liens are filed against a Parcel, or any part thereof, in connection with any work performed by or on behalf of the other Party, then the contracting Party shall, within twenty (20) business days after receipt of notice, discharge such lien(s) by payment of the indebtedness or by filing a bond (as provided by statute) as security therefor. In the event the contracting Party fails to comply with the terms of this Paragraph 4d, then the other Party shall have the right to pay-off said construction liens, whereupon the contracting Party shall, within twenty (20) days of the receipt of written demand therefor, reimburse the other Party for the entire cost of paying said liens, together with interest on such amount computed at the Applicable Rate of Interest (calculated from the date of any such expenditure by the other Party to the date of payment).

5. Maintenance, Repair, and Replacement of the Easements.

a. Maintenance, Repair, and Replacement of the Fifth Third Driveway Improvements.

(i) Fifth Third shall, at its sole cost and expense, maintain, repair, and replace the Fifth Third Driveway Improvements in a manner consistent with other similar projects in the area, which work shall include the removal of snow, ice, and debris from the Fifth Third Driveway Improvements.

(ii) If Fifth Third fails to maintain, repair, and/or replace the Fifth Third Driveway Improvements as required under this Section 5a and such failure is not cured within forty-five (45) days from Fifth Third's receipt of written notice from the Township (provided, however, that no notice and cure period shall be required in the event of an emergency endangering persons or property), the Township shall have the right to perform such maintenance, repair, and/or replacement, on Fifth Third's behalf. In such event, the Township is hereby granted an easement on, over, through, and across the Fifth Third Parcel for the performance of such obligations by the Township hereunder. In addition, Fifth Third shall reimburse the Township for the costs thereof incurred by the Township, together with interest at the Applicable Rate of Interest (calculated from the statement date until the date such amounts are paid in full), within ten (10) days after Fifth Third's receipt of a statement, which reasonably identifies the total amount of the maintenance, repair, and replacement costs.

b. Maintenance, Repair, and Replacement of the Township Driveway Improvements.

(i) The Township shall, at its sole cost and expense, maintain, repair, and replace the Township Driveway Improvements, in a manner consistent with other similar projects in the area, which work shall include the removal of snow, ice, and debris from the Township Driveway Improvements.

(ii) If the Township fails to maintain, repair, and/or replace the Township Driveway Improvements as required under this Section 5b and such failure is not cured within forty-five (45) days from the Township's receipt of written notice from Fifth Third (provided, however, that no notice and cure period shall be required in the event of an emergency endangering persons or property), Fifth Third shall have the right to perform such maintenance, repair, and/or replacement, on the Township's behalf. In such event, Fifth Third is hereby granted an easement on, over, through, and across the Township Parcel for the performance of such obligations by Fifth Third hereunder. In addition, the Township shall reimburse Fifth Third for the costs thereof incurred by Fifth Third, together with interest at the Applicable Rate of Interest (calculated from the statement date until the date such amounts are paid in full), within ten (10) days after the Township's receipt of a statement, which reasonably identifies the total amount of the maintenance, repair, and replacement costs.

c. Maintenance, Repair, and Replacement Resulting from Wrongful/Negligent Acts or Omissions. Notwithstanding anything contained herein to the contrary, each Party shall be responsible, at its sole cost and expense, for any maintenance to and/or repair and replacement of the Fifth Third Driveway Improvements and/or the Township Driveway Improvements required as a result of the wrongful or negligent acts or omissions of such Party and/or its Permittees.

6. Signage. Subject to applicable governmental approvals, each Party may, at its own cost and expense, install and maintain one (1) entranceway/directional sign for its respective development on the other Party's Parcel. The location, type, and design of such sign shall be subject to the mutual consent of the Parties. Each Party shall, at its own cost and expense, maintain its sign in good order, condition, and repair and replace such sign as necessary. Each Party is hereby granted an easement on, over, through, and across the other Party's Parcel for the purpose of installing, maintaining, repairing, and replacing its respective sign hereunder. Nothing stated herein shall preclude either Party from installing entranceway/directional or other signs on its respective Parcel, subject to applicable governmental approvals.

7. Failure to Make Reimbursement Payment; Remedies. If a Party fails to make any reimbursement payment as required by this Agreement and such failure is not cured within thirty (30) days, the unpaid reimbursement obligation shall accrue interest from the date such payment is due until the date it is paid in full at the Applicable Rate of Interest. Payments to satisfy unpaid reimbursement obligations under this Agreement shall be applied as follows: (i) first, to the costs of collection and enforcement of payment; (ii) second, to any interest charges on such unpaid reimbursement obligations; and (iii) third, to unpaid reimbursement obligations in the order of their due dates. All unpaid amounts under this Agreement shall constitute a lien on the defaulting Party's Parcel; provided, however, if the defaulting Party is a governmental entity, then the non-defaulting Party shall not be permitted to file a lien on the defaulting Party's Parcel. The Parties agree, for themselves and their successors and assigns, that the foregoing lien provided (if applicable) is a consensual agreement to encumber real property pursuant to MCL §565.25(3)(c), and the aggrieved Party may enforce collection by foreclosure of the lien, securing payment by the means set forth in the Michigan Foreclosure by Advertisement Statute, being MCL §600.3201, et seq., as amended. Furthermore, the non-defaulting Party hereunder is hereby granted the power to grant, bargain, sell, release, and convey the defaulting Party's Parcel, or any portion thereof, at public auction or venue, and upon such sale to execute and deliver to the purchaser(s) instruments of conveyance pursuant to the terms hereof and to the applicable laws, provided, however, if the defaulting Party is a governmental entity, then the non-defaulting Parties shall not be granted said power. All rights and remedies of an aggrieved Party under this Agreement are in addition to, and not in lieu of, any other rights and remedies that the aggrieved Party has against the defaulting Party.

8. Legal Fees. The prevailing Party in any legal proceeding instituted in connection with a Party's enforcement of its rights under this Agreement shall be entitled to recover litigation expenses, court costs, and reasonable attorneys' fees from the non-prevailing Party.

9. Insurance. Upon execution of this Agreement, the Township shall provide Fifth Third with a Certificate of Insurance evidencing that Fifth Third has been added to the Township's general liability insurance policy as an additional insured for the term of this Agreement, and Fifth Third

shall provide the Township with a Certificate of Insurance evidencing that the Township has been added to Fifth Third's general liability insurance policy as an additional insured for the term of this Agreement. The Certificates of Insurance provided hereunder shall evidence comprehensive general liability insurance on an occurrence basis with a minimum combined limit of liability in no event less than Three Million Dollars (\$3,000,000.00) or, if higher, such other minimum limit that is then the industry standard. The insurance policies evidenced by the Certificates of Insurance provided hereunder shall provide that such insurance policies may not be materially changed, amended, or canceled without the insurance company giving the Party named as an additional insured thereon no less than thirty (30) days' prior written notice sent to such Party at the address referenced in the introductory paragraph above (or to such other address as such Party shall have specified by written notice in advance thereof). Notwithstanding anything contained herein to the contrary, a Party may self insure with respect to its insurance obligations hereunder provided that its net worth is at least One Hundred Million Dollars (\$100,000,000.00).

10. Indemnification. To the extent allowed by law, each Party shall indemnify and hold harmless the other Party from any and all liability, damage, expense, including reasonable attorneys' fees, causes of action, suits, claims, or judgments arising from bodily injury, death, or property damage in, under, or on the indemnifying Party's Parcel arising out of or relating to the maintenance or failure to maintain such Driveway Improvements where maintenance is the obligation of the indemnifying Party under this Agreement. Nothing herein shall be construed as indemnifying any Party against its own negligent or willful acts or failure to comply with its obligations under this Agreement. The indemnification obligations set forth in this Section shall survive the termination of this Agreement.

11. No Public Dedication. Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of the Parcels to the general public or for any public use or purpose whatsoever, it being the intention of the Parties that this Agreement be for the exclusive benefit of the Parties and their respective successors and assigns.

12. Non-Obstruction. The Parties and their respective successors and assigns shall not, in the exercise of their respective rights and/or the performance of their respective obligations under this Agreement, obstruct, block, or otherwise unreasonably interfere with the reasonable use of the Driveway Improvements by the other Party or their respective Permittees, successors, or assigns.

13. Term. The provisions hereof shall be perpetual and shall not terminate, except upon the written agreement of the Parties.

14. Mortgages. Each Party shall have the right to encumber its respective Parcel by mortgage and to assign its interest in this Agreement to a mortgagee as collateral security therefor. Any and all mortgages shall at all times be subject and subordinate in all respects to the provisions of this Agreement with the singular exception that any mortgage (or mortgagee) shall be deemed superior to liens arising in favor of any Party pursuant to the terms of this Agreement; provided, however, that, except as otherwise provided herein, the easements, restrictions, and covenants contained in this Agreement shall not be deemed to be liens for purposes of this Agreement.

15. Notice. Every notice or demand desired or required to be given or served upon any of the Parties hereto shall be in writing and shall be sent by certified mail, postage prepaid, return receipt requested or by any recognized overnight delivery service, addressed to the Party at the address stated in the introductory paragraph on the first (1st) page of this Agreement or at the last changed address given by the Party to be notified in the manner above provided.

16. Covenants Running With Land. All the covenants, agreements, conditions and restrictions set forth in this Agreement are intended to be and shall be construed as covenants running with the land, binding upon, inuring to the benefit of and enforceable against the Parcels by the Parties and their respective successors and assigns, upon the terms, provisions and conditions hereinabove set forth, subject to Section 17 below.

17. Assignment. The Parties shall have the right to sell, convey, assign or transfer (whether by operation of law or otherwise) (collectively, "Transfer") all or any part of their interest in their respective Parcels. Upon any such Transfer, the rights and obligations of this Agreement shall automatically pass to the transferee (to the extent of the Parties' interests in the applicable Parcel).

18. Restrictions on Operations. For so long as Fifth Third or its successors or assigns is operating a full-service financial institution on the Fifth Third Parcel, no portion of the Township Parcel shall be used: (a) as a full service financial institution; (b) for a business that provides the principal services provided by a full-service financial institution as its primary use; or (c) as the location for an automated teller machine ("ATM"), except for one (1) ATM that is ancillary to a retail business, such as Walgreen. The term "financial institution," as used herein, shall include a bank, credit union, and savings and loan institution but shall not include a tax preparation service, such as H&R Block, mortgage loan origination companies/brokerages, such as Quicken Loans, or stock broker, such as Schwab, or other similar business.

19. Miscellaneous.

a. Force Majeure. In the event any Party shall be delayed in the performance of any obligations hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, weather conditions, restrictive governmental laws or reasons of a similar nature not the fault of such Party, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. The provisions of this Section 19a shall not excuse the payment of any amounts due and payable hereunder.

b. Governing Law; Severability. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan. If any provision of this Agreement or portion thereof or the application thereof to any person or circumstance shall to any extent be in violation or unenforceable, the remainder of this Agreement shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

c. No Presumption Against Drafter. Each Party represents and warrants that such Party, with the advice of its respective counsel, has participated in the negotiations concerning the drafting of this Agreement. Therefore, each Party further agrees that this Agreement is not to be construed against the drafter of this Agreement.

d. Further Assurances. The Parties shall execute such additional documents and instruments and take such further action as may be reasonably necessary to further the purpose of this Agreement.

e. Recording. The Parties agree that they will record this Agreement in its entirety. The fees of such recording shall be borne equally by the Parties.

f. Amendment. The terms of this Agreement shall not be altered, modified or changed, except as reasonably necessary and then, and only then, upon the mutual, written agreement of the owner of each of the Parcels. Such written agreement shall be signed by all of the then-current Parties and shall be effective only when recorded with the Wayne County Register of Deeds.

g. Entire Agreement. This Agreement constitutes the entire understanding and agreement between the Parties with respect to the subject matter contained herein. All other prior agreements between the Parties, whether written or oral with respect to the subject matter of this Agreement are void and of no further force or effect.

h. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one agreement. The signature of a Party to any counterpart shall be deemed to be a signature to, and may be appended to, any other counterpart.

i. Authority. The execution and delivery of this Agreement by the undersigned and the performance of this Agreement by the Parties, have been duly authorized by each Party, and this Agreement is binding on each Party and enforceable against each Party in accordance with its terms.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

The Parties have executed and delivered this Agreement as of the day and year first above written.

CHARTER TOWNSHIP OF PLYMOUTH,
a Michigan municipal corporation

By: Richard M. ReaumeRICHARD M. REAUME
SUPERVISOR

Its:

STATE OF MICHIGAN)

COUNTY OF Wayne)

The foregoing instrument was acknowledged before me this 19 day of December, 2006, by Richard M. Reaume who is the Supervisor of the Charter Township of Plymouth, a Michigan municipal corporation, on behalf of said entity.

DONNA LIPINSKI

Notary Public, Genesee County, MI

My Commission Expires October 6, 2011

Acting in County of Wayne

Donna Lipinski
Notary Public
County, Michigan

My commission expires: _____

FIFTH THIRD BANK,
a Michigan banking corporation

By: Jeffrey Wagner

Its:

Jeffrey Wagner
Vice President

STATE OF MICHIGAN)

COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 18th day of December, 2006, by Jeffrey Wagner, who is the Vice President of Fifth Third Bank, a Michigan banking corporation, on behalf of said entity.

BRADLEY M. NEWMAN

Notary Public, Oakland County, MI

My Commission Expires Apr. 27, 2007

Acting in Oakland

Bradley M. Newman
Bradley M. Newman

Notary Public

Oakland County, Michigan

My commission expires: 04/27/2006

This Instrument Drafted By and When Recorded Return To:

Joseph W. Lash, Esq.

Seyburn, Kahn, Ginn, Bess and Serlin, P.C.

2000 Town Center, Suite 1500

Southfield, Michigan 48075-1195

(248) 353-7620

Exhibit ALegal Description of the Township Parcel

Land situated in the Township of Plymouth, County of Wayne, State of Michigan, described as follows:

Part of the Northeast $\frac{1}{4}$ of Section 35, T. 1 S., R. 8 E., Plymouth Township, Wayne County, Michigan, described as:

Commencing at the Center of said Section 35, said point being Due South 2655.20 feet from the North $\frac{1}{4}$ corner of said Section 35; thence Due North 328.00 feet along the North/South $\frac{1}{4}$ line of said Section 35, said line also being the centerline of Lilley Road (66 feet wide) to the POINT OF BEGINNING; thence continuing along said North/South $\frac{1}{4}$ line of Section 35 Due North 165.00 feet; thence S. $89^{\circ}47'22''$ E. 400.00 feet; thence S. $00^{\circ}13'56''$ W. 440.00 feet to a point on the North line of Ann Arbor Road (106 feet wide); thence N. $89^{\circ}47'22''$ W. 200.22 feet (recorded as: N. $89^{\circ}47'34''$ W. 200.22 feet) along said North line; thence Due North 275.00 feet; and thence N. $89^{\circ}47'22''$ W. 198.00 feet (recorded as: N. $89^{\circ}47'34''$ W. 198.00 feet) to a point on said North/South $\frac{1}{4}$ line of Section 35, said point also being the POINT OF BEGINNING. Containing 2.78 acres of land, more or less. Subject to the rights of the public over the West 33 feet for Lilley Road (66 feet wide). Also subject to any and all easements or rights of way of record, if any.

JP Rmt
Commonly known as: 42390 Ann Arbor Road, Plymouth, Michigan
Tax Parcel ID No.: 78-060-99-0025-000

Exhibit B**Legal Description of the Fifth Third Parcel**

Land situated in the Township of Plymouth, County of Wayne, State of Michigan, described as follows:

A parcel of land located in the Northeast 1/4 of Section 35, T1S, R8E, Plymouth Township, Wayne County, Michigan, described as: Commencing at the North 1/4 corner of said Section 35; thence S00°00'00"W 2327.20 feet along the North-South 1/4 line of said Section and the centerline of Lilley Road (66 feet wide); thence S89°47'22"E (recorded as S89°47'34"E) 33.00 feet for a PLACE OF BEGINNING; thence continuing S89°47'22"E (recorded as S89°47'34"E) 165.00 feet; thence S00°00'00"W 275.00 feet; thence N89°47'22"W (recorded as N89°47'34"W) 135.47 feet along the North Right-of-Way line of Ann Arbor Road (106.00 feet wide); thence N44°53'40"W 41.84 feet along said line; thence N00°00'00"E 245.47 feet along the East Right-of-way line of said Lilley Road to the Place of Beginning, containing 1.03 acres of land, more or less, subject to easements and restrictions of record, if any.

Commonly known as 42370 Ann Arbor Road, Plymouth, Michigan
Tax Parcel Identification Number: 78-060-99-0027-002