

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

Tuesday, January 24, 2017
7:00 PM

REVISED ON 01-22-17



CALL TO ORDER at _____ P.M.

A. ROLL CALL: Kurt Heise _____, Mark Clinton _____, Chuck Curmi _____,
Bob Doroshewitz _____, Jerry Vorva _____, Jack Dempsey _____,
Gary Heitman _____

B. PLEDGE OF ALLEGIANCE

C. APPROVAL OF AGENDA

Regular Meeting - Tuesday, January 24, 2017

D. APPROVAL OF CONSENT AGENDA

D.1 Approval of Minutes:

Regular Meeting - November 15, 2016 (Receive and File)

Regular Meeting – January 10, 2017

Study Session - January 17, 2017

D.2 Acceptance of Communications, Resolutions, Reports:

D.3 Approval of Township Bills:

		Year 2016
General Fund	(101)	336,338.20
Solid Waste Fund	(226)	1,843.79
Improvement Revolving Fund (Capital Projects)	(246)	--
Drug Forfeiture Fund	(265)	--
Golf Course Fund	(510)	86.59
Senior Transportation	(588)	3,498.09
Water and Sewer Fund	(592)	343,771.03
Trust and Agency Fund	(701)	--
Police Bond Fund	(702)	2,220.00
Tax Pool	(703)	--
Special Assessment Capital	(805)	29.65
Total:		\$687,787.35

E. PUBLIC COMMENTS AND QUESTIONS

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

Tuesday, January 24, 2017

7:00 PM

REVISED ON 01-22-17



F. NEW BUSINESS

- 1) Consider approval of the Storm Drain Agreement with Livonia Builders Grandover Park, LLC. Resolution #2017-01-24-02.
- 2) Consider approval of Sanitary Sewer and Water Main Easement for Ravines of Plymouth.
- 3) Consider approval of request for vacation of existing public utility easements at the Plymouth Square Shopping Center.
- 4) Approve the reappointment of Paul Fessler to the Downtown Development Authority (DDA) and the Brownfield Redevelopment Authority (BRA) for a four year term expiring on January 31, 2021.
- 5) Approve the reappointment of Ryan Kolb to the Downtown Development Authority (DDA) and the Brownfield Redevelopment Authority (BRA) for a four year term expiring on January 31, 2021.
- 6) Approve the appointment of Paul Garon to the Downtown Development Authority (DDA) and the Brownfield Redevelopment Authority (BRA) to complete the term of Michelle Ludtke, with a term expiring on January 31, 2019.
- 7) Request for Board Action –Approve 2% raises for Department Heads and other non-represented employees who worked all of 2016.
- 8) Establish the salary for the Deputy Clerk and establish the salary for the Deputy Treasurer in accordance with State Statute.
- 9) Approve Tolling Agreement between the City of Plymouth and the Charter Township of Plymouth, Resolution #2017-01-24-03.

G. SUPERVISOR AND TRUSTEE COMMENTS

H. PUBLIC COMMENTS AND QUESTIONS

I. 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)

**The Public Is Invited and Encouraged To Attend All Meetings of the Board
of Trustees of the Charter Township of Plymouth.**

D.1

CHARTER TOWNSHIP OF PLYMOUTH BOARD OF TRUSTEES MEETING

Tuesday, November 15, 2016
7:00 PM



- A. **CALL TO ORDER** at _____ P.M.
- B. **PLEDGE OF ALLEGIANCE TO THE FLAG**
- C. **ROLL CALL:** Steve Mann _____, Nancy Conzelman _____, Chuck Curmi _____,
Bob Doroshewitz _____, Ron Edwards _____, Mike Kelly _____,
Shannon Price _____
- D. **APPROVAL OF AGENDA**

Regular Meeting - Tuesday, November 15, 2016

E. APPROVAL OF CONSENT AGENDA

E.1 Approval of Minutes:

Regular Meeting - October 25, 2016
Special Meeting - November 3, 2016

E.2 Acceptance of Utility Easements:

E.3 Acceptance of Communications, Resolutions, Reports:

Fire Report - October 2016
Building Department - October 2016

E.4 Approval of Township Bills:

		Year 2016
General Fund	(101)	782,085.23
Solid Waste Fund	(226)	111,241.47
Improvement Revolving Fund (Capital Projects)	(246)	45,457.89
Drug Forfeiture Fund	(265)	-0-
Golf Course Fund	(510)	1,575.69
Senior Transportation	(588)	11,554.92
Water and Sewer Fund	(592)	935,618.99
Trust and Agency Fund	(701)	26,021.45
Police Bond Fund	(702)	11,451.00
Tax Fund	(703)	784,667.04
Special Assessment Fund	(805)	34,000.00
Total:		\$2,743,673.68

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

Tuesday, November 15, 2016
7:00 PM



F. PUBLIC COMMENTS AND QUESTIONS

G. PUBLIC HEARING

- 1) Request for Board Action - Transfer of IFTE Certificate from Westport Fuel Systems, Inc. to MAHLE Powertrain, LLC - **Resolution 2016-11-15-29**

H. COMMUNITY DEVELOPMENT

I. UNFINISHED BUSINESS

J. NEW BUSINESS

- 1) Request for Board Action - Deny Metro Act Application of Mobilitie, LLC
- 2) Request for Board Action - Memorandum of Understanding Between Plymouth Township and Regional Participating Partners for Grant Request
- 3) Request for Board Action - 2016 Financial Review/Audit
- 4) Request for Board Action - Senior Transportation - Discussion and report
- 5) Request for Board Action - Status of Equitable Sharing Audit Performed by the Department of Justice

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)

D.1

**CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES
REGULAR MEETING
TUESDAY, JANUARY 10, 2017**

PROPOSED MINUTES

Supervisor Heise called the meeting to order at 7:00 p.m. and Fire Chief Dan Phillips led in the Pledge of Allegiance to the Flag.

MEMBERS PRESENT: Kurt Heise, Supervisor
Jerry Vorva, Clerk
Mark Clinton, Treasurer
Charles Curmi, Trustee
Jack Dempsey, Trustee
Gary Heitman, Trustee

MEMBERS ABSENT: Robert Doroshewitz, Trustee, Excused

OTHERS PRESENT: Patrick Fellrath, Dir. of Public Utilities
Dan Phillips, Fire Chief
Thomas Tiderington, Police Chief
Kevin Bennett, Township Attorney
Sandra Groth, Deputy Clerk
Alice Geletzke, Recording Secretary
20 Members of the Public

C. APPROVAL OF AGENDA

Regular Meeting - Tuesday, January 10, 2017

Mr. Heise asked that the minutes of November 15, 2016 (receive and file) be removed from the consent agenda and noted that a resolution number was added to Item F.1, MDOT Right-of-Way Permit.

Moved by Mr. Dempsey and seconded by Mr. Heitman to approve the agenda for the Board of Trustees regular meeting of January 10, 2017 as amended. Ayes all on a roll call vote.

D. APPROVAL OF CONSENT AGENDA

E.1 Approval of Minutes:

Regular Meeting – December 13, 2016
Closed Session - December 13, 2016

E.2 Acceptance of Communications, Resolutions, Reports:

Building Department – December, 2016
Fire Department – December, 2016
Fire Department – Annual Report 2016
FOIA Reports – Clerk's Office and Police Department
Thank you letter from Northville Township Fire Department

**CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES
REGULAR MEETING
TUESDAY, JANUARY 10, 2017**

PROPOSED MINUTES

E.3 Approval of Township Bills:

		Year 2016
General Fund	(101)	1,581,644.47
Solid Waste Fund	(226)	130,371.58
Improvement Revolving Fund (Capital Projects)	(246)	131,746.31
Drug Forfeiture Fund	(265)	--
Golf Course Fund	(510)	36,904.30
Senior Transportation	(588)	17,238.79
Water and Sewer Fund	(592)	981,214.67
Trust and Agency Fund	(701)	1,000.00
Police Bond Fund	(702)	7,320.00
Tax Pool	(703)	42,249.04
Special Assessment Capital	(805)	1,003,779.19
Total:		\$3,933,468.35

Fire Chief Phillips updated the Board on the status of Fire Station No. 2 and the reimbursement of utilities by Northville Township.

Moved by Mr. Heitman and seconded by Mr. Clinton to approve the consent agenda for the Board of Trustees regular meeting of January 10, 2017. Ayes all on a roll call vote.

E. PUBLIC COMMENTS AND QUESTIONS – There were none.

F. NEW BUSINESS

- 1) Request for Board Action – Approve Annual MDOT Right-of-Way Permit and reserve Township's right to challenge indemnification provisions.

Moved by Mr. Heitman and supported by Mr. Dempsey to approve the attached performance resolution as offered by MDOT, and to authorize the Township Clerk to sign Resolution 2017-01-10-01 with the inclusion of the letter dated January 3, 2017 from Attorney Kevin L. Bennett, reserving the Township's right to challenge the indemnification provision of the permit as beyond the authority of the Township. Ayes all on a roll call vote.

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

- 2) Request for Board Action – Approve reappointment of Ed Snage to the Board of Review with a term expiring on December 31, 2018.

**CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES
REGULAR MEETING
TUESDAY, JANUARY 10, 2017**

PROPOSED MINUTES

Moved by Mr. Heitman and seconded by Mr. Clinton to approve the reappointment of Edward Snage to the Charter Township of Plymouth Board of Review for a two-year term beginning on January 1, 2017 and ending on December 31, 2018. Ayes all on a roll call vote.

- 3) Request for Board Action – Approve reappointment of Ann Bonnell to the Board of Review with a term expiring on December 31, 2018.

Deputy Clerk Groth noted that Ms. Bonnell's first name is Angela, not Ann as it appears on the agenda.

Moved by Mr. Curmi and seconded by Mr. Vorva to approve the reappointment of Angela Bonnell to the Charter Township of Plymouth Board of Review for a two-year term beginning on January 1, 2017 and ending on December 31, 2018. Ayes all on a roll call vote.

- 4) Request for Board Action – Approve reappointment of Stephanie Goecke to the Board of Review as an alternate with a term expiring on December 31, 2018.

Moved by Mr. Clinton and seconded by Mr. Vorva to approve the reappointment of Stephanie Goecke to the Charter Township of Plymouth Board of Review as an ALTERNATE for a two-year term beginning on January 1, 2017 and ending on December 31, 2018. Ayes all on a roll call vote.

- 5) Request for Board Action – Approve appointment of Joe VanEsley to the Board of Review with a term expiring on December 31, 2018.

Moved by Mr. Heitman and seconded by Mr. Curmi to approve the appointment of Joe VanEsley to the Charter Township of Plymouth Board of Review for a two-year term beginning on January 1, 2017 and ending on December 31, 2018. Ayes all on a roll call vote.

- 6) Request for Board Action – Approve appointment of Robert Doroshewitz to the Board representative position on the Planning Commission with a term expiring on November 20, 2020.

Moved by Mr. Dempsey and seconded by Mr. Vorva to approve the appointment of Trustee Robert Doroshewitz to the Board Representative position on the Charter Township of Plymouth Planning Commission for a term ending on November 20, 2020. Ayes all on a roll call vote.

- 7) Request for Board Action – Approve appointment of Jack Dempsey to the Board representative position on the Zoning Board of Appeals with a term expiring on November 20, 2020.

**CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES
REGULAR MEETING
TUESDAY, JANUARY 10, 2017**

PROPOSED MINUTES

Moved by Mr. Curmi and seconded by Mr. Vorva to approve the appointment of Trustee Jack Dempsey to the Board Representative position on the Charter Township of Plymouth Zoning Board of Appeals for a term ending on November 20, 2020. Ayes all on a roll call vote.

- 8) Request for Board Action – Approval to enter into an agreement with Plante/Moran for professional services to bring the Township records up to date in preparation for the 2016 Audit and to move forward with a set of municipal finance best practices.

Board members discussed the options for assistance in bringing Township financial records up to date in preparation for the 2016 audit and to move forward with establishing a set of municipal finance “best practices”.

Moved by Mr. Dempsey and seconded by Mr. Vorva to authorize the Township Supervisor and Clerk to sign the agreement between the Charter Township of Plymouth and Plante & Moran, PLLC, providing the services as outlined in the Scope of Services letter dated December 27, 2016, for a cost not to exceed \$40,000.

ROLL CALL:	AYES:	Dempsey, Vorva, Clinton, Heitman, Heise
	NAYS:	Curmi

Motion carried.

- 9) Request for Board Action - Approval to enter into an agreement with McKenna Associates for an Interim Township Community Development Director/Planner on a part time/as needed basis.

John Jackson, President of McKenna Associates, Laura Haw and Phil McKenna addressed the Board and answered questions regarding the interim arrangements needed because of the resignation of Jana Radtke as Community Dev. Dir./Planner.

Moved by Mr. Curmi and seconded by Mr. Heitman to authorize the Township Supervisor and Township Clerk to sign the agreement between the Charter Township of Plymouth and McKenna Associates to provide the planning and community development services as needed for the Township in accordance with the proposed fee schedule as contained in the letter from Phil McKenna dated January 4, 2017 and the additional 14-page fee schedule as required. Ayes all on a roll call vote.

G. SUPERVISOR AND TRUSTEE COMMENTS

Mr. Heitman said he understood the need for assistance in the Accounting Department and Treasurer’s Office from his attempt to obtain information.

**CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES
REGULAR MEETING
TUESDAY, JANUARY 10, 2017**

PROPOSED MINUTES

Mr. Heise indicated there will be a Study Session next Tuesday at 7 p.m. with an update on the WTUA situation; discussion on the ethics ordinance, board procedures and bidding for professional services. He will also announce the Citizens Advisory Council via press release, web site, and e-news.

Mr. Clinton expressed his appreciation for the discussion on the additional help, and noted the return of some monies from ADP and from non-vested retirement accounts. He also indicated Schoolcraft College will be returning \$188,000 over-payment made during the summer tax cycle. Also, \$105,000 has been collected of the \$155,000 billed for sidewalk repairs.

Mr. Dempsey explained his "yes" vote for the Plante & Moran item and that he really likes the study session approach. Given the realization that there is not an orderly situation in obtaining information in Township Hall and that the 2016 audit needs to be done on time, which is why he did vote yes. He would like to see all have the opportunity to become comfortable with something before a vote.

Mr. Curmi had questions regarding the Saw Grant, the authorization to the Fire Chief for preparing an eligibility list, and the collection of money. He also requested that the Trustees receive information prior to its release to the newspapers.

H. PUBLIC COMMENTS AND QUESTIONS

Susan Bondie had a question about whether the Plante & Moran contract was a one-time thing, Don Schnettler asked about bank reconciliations and the accuracy of the audits, and Duane Zantop had questions about negotiations with the City of Plymouth.

I. ADJOURNMENT

Moved by Mr. Heitman and seconded by Mr. Clinton to adjourn the meeting at 8:27 p.m. Ayes all.

Jerry Vorva, Township Clerk

**CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES
STUDY SESSION
TUESDAY, JANUARY 17, 2017
PROPOSED MINUTES**

D.1

Supervisor Heise called the meeting to order at 7:00 p.m.

MEMBERS PRESENT: Kurt Heise, Supervisor
Jerry Vorva, Clerk
Mark Clinton, Treasurer
Charles Curmi, Trustee
Jack Dempsey, Trustee
Robert Doroshewitz, Trustee
Gary Heitman, Trustee

MEMBERS ABSENT: None

OTHERS PRESENT: Patrick Fellrath, Dir. of Public Utilities
Dan Phillips, Fire Chief
Thomas Tiderington, Police Chief
David Richmond, Spalding DeDecker Associates
Sandra Groth, Deputy Clerk
Amy Hammye, Deputy Treasurer
Alice Geletzke, Recording Secretary
24 Members of the Public

B. APPROVAL OF AGENDA

Study Session - Tuesday, January 17, 2017

Moved by Mr. Heitman and seconded by Mr. Clinton to approve the agenda for the Board of Trustees study session of January 17, 2017. Ayes all

C. PUBLIC COMMENTS AND QUESTIONS – There were none.

D. WTUA UPDATE – Patrick Fellrath

Patrick Fellrath, Dir. of Public Utilities, gave a presentation on the analysis of alternatives for managing the City of Plymouth's sanitary flows tributary to the Plymouth Township and WTUA sanitary sewer systems. Possible alternatives are:

1. Separate from the City
2. Send City flow to YCUA
3. Send City flows to Wayne County

Michael McDonald, P.E., Vice President of Hubbell, Roth and Clark, and Aaron Sprague, WTUA Director of Operations also spoke at length on costs, time lines, and pros and cons of the various options. Mr. Heise indicated the next step would be communicating with the City.

**CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES
STUDY SESSION
TUESDAY, JANUARY 17, 2017
PROPOSED MINUTES**

E, DISCUSSION ON EASEMENT REQUESTS

1) Storm Drain Agreement and Resolution as Required by Wayne County

Dave Richmond explained that this agreement and resolution is required for the Ravines of Plymouth, a new multi-family residential development on Plymouth Road and Haggerty.

Patrick Fellrath also indicated that easements were not vacated on the Kroger property at Ann Arbor Road and Sheldon when improvements were made to the store and the gas station was built, and Kroger has now requested that they be formally vacated.

F. PROPOSED ETHICS ORDINANCE

Board members discussed with Mr. Dempsey the draft of the proposed Ethics Ordinance. It was agreed that suggestions could be made to Mr. Dempsey within the next two to three weeks.

G. BIDDING OUT OF PROFESSIONAL SERVICES

Board members discussed the possibility of bidding out professional services in the future, including auditing, legal and engineering services.

H. DDA APPOINTMENTS

Mr. Heise noted that the terms of Paul Fessler and Ryan Kolb are to expire on January 31, and they've agreed to continue to serve. He is considering the appointment of Paul Garon for an unexpired term caused by a resignation.

I. DEPARTMENT HEAD SALARIES/NON REPRESENTED EMPLOYEES

Mr. Heise indicated he intended to present a request for a 2% increase for department heads and non-represented employees at the next meeting, with the exception of the deputies. There was discussion with Attorney Bennett regarding the need for separate resolutions for the deputies.

J. BOARD PROCEDURES AND BILL REVIEW

Discussion was held on the draft of Board procedures presented.

K. SUPERVISOR AND TRUSTEE COMMENTS

Mr. Curmi had questions regarding broadcasting the meetings on cable and taping the meetings.

**CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES
STUDY SESSION
TUESDAY, JANUARY 17, 2017
PROPOSED MINUTES**

L. PUBLIC COMMENTS AND QUESTIONS

Sandra Groth, Deputy Clerk, had information regarding whether separate resolutions will be needed for the deputies, Susan Bondie had questions about the BSA system and Ed Haggerty recommended a time frame for notification on employment application status.

M. CLOSED SESSION

At 9:48 p.m. Mr. Curmi moved that a closed session be called for the purpose of discussing ongoing litigation pursuant to OMA Section 8e). Seconded by Mr. Heitman. Ayes all on a roll call vote.

The Board returned to open session at 10:37 p.m.

N. ADJOURNMENT

Moved by Mr. Heitman and seconded by Mr. Dempsey to adjourn the meeting at 10:38 p.m. Ayes all.

Jerry Vorva, Township Clerk

Charter Township of Plymouth
January 24, 2017
Board Meeting Date

D3

1/24/2017	
Batch ID	
Check Date	
	TOTAL
GENERAL FUND(101)	336,338.20
SWD(226)	1,843.79
IMPROV. REV.(246)	-
DRUG FORFEITURE(265)	-
GOLF COURSE FUND - (510)	86.59
SENIOR TRANSPORATION (588)	3,498.09
WATER/SEWER(592)	343,771.03
TRUST& AGENCY(701)	-
POLICE BOND FUND (702)	2,220.00
TAX POOL(703)	-
SPECIAL ASSESS CAPITAL (805)	29.65
	-
TOTAL	687,787.35

**Charter Township of Plymouth
AP Invoice Listing - Board Report**

Page: 1/1

VENDOR INFORMATION

INVOICE INFORMATION

B & R JANITORIAL SUPPLY			Invoice Amount:	\$69.86
JANITORIAL SUPPLY			Check Date:	01/26/2017
	101-265-776.000	INV 175292-1		31.42
	101-265-858.000	INV 175292-1		2.10
	101-305-776.000	INV 175292-1		17.47
	101-325-727.000	INV 175292-1		6.99
	101-336-776.000	INV 175292-1		1.40
	592-172-776.000	INV 175292-1		10.48
M A C E O			Invoice Amount:	\$42.00
MI cond Enforcement Officers			Check Date:	01/26/2017
	101-371-958.000	MEMBERSHIP DUES		42.00
SEHI COMPUTER PRODUCTS			Invoice Amount:	\$1,085.00
Quote Q00086266 VMware Support Renewal			Check Date:	01/26/2017
	101-290-941.000	VMware Support Renewal 1/13/17 -1/12/18		1,085.00
J & B MEDICAL SUPPLY INC			Invoice Amount:	\$782.97
medical supplies			Check Date:	01/26/2017
	101-336-836.000	airway sets		91.72
	101-336-836.000	defib elec		213.00
	101-336-836.000	ECG elec		0.68
	101-336-836.000	ekg paper		101.65
	101-336-836.000	lg gloves		75.70
	101-336-836.000	X-lg gloves		75.70
	101-336-836.000	blue gloves lg		67.50
	101-336-836.000	sod chl inj		89.28
	101-336-836.000	sod chl inj		21.84
	101-336-836.000	unistix		45.90
Total Amount to be Disbursed:				\$1,979.83

Charter Township of Plymouth AP Invoice Listing - Board Report

VENDOR INFORMATION**INVOICE INFORMATION**

ALLIE BROTHERS UNIFORMS			Invoice Amount:	\$105.49
Uniform Equip/P.S.A. Turley Inv. 63057 11/18/16			Check Date:	01/25/2017
	101-325-758.000	Uniform Belt		45.49
	101-325-758.000	Uniform Hancuff Key		60.00
CINTAS CORPORATION - 300			Invoice Amount:	\$164.33
Mat service for P.D. Inv. 300637274 11/29/2016			Check Date:	01/25/2017
	101-305-776.000	Mats for pd		164.33
CODE SAVVY CONSULTANTS LLC			Invoice Amount:	\$365.00
FIRE ALARM PLAN REVIEW TOWER AUTOMOTIVE			Check Date:	01/25/2017
	101-371-818.000	INV 1195		365.00
EHLERS HEATING & AIR CONDITIONING			Invoice Amount:	\$209.00
Furnace - Lake Pte Soccer			Check Date:	01/25/2017
	101-691-931.000	Furnace service call		209.00
HERSCH'S INC.			Invoice Amount:	\$4,773.36
Salt			Check Date:	01/25/2017
	592-172-776.000	Del Chg		69.36
	592-172-776.000	North American Salt 50#		4,704.00
NATIONAL BAND & TAG CO			Invoice Amount:	\$233.67
J17 Dog Tags			Check Date:	01/25/2017
	101-305-727.000	2017 Dog Tags		233.67
ODEN TRAINING			Invoice Amount:	\$330.00
Pump class tuition			Check Date:	01/25/2017
	592-172-818.000	Training - Randy Krueger		110.00
	592-172-818.000	Training - Jimmy Scholten		110.00
	592-172-818.000	Training - David Nelson		110.00
PLYMOUTH-CANTON COMMUNITY SCHOOLS			Invoice Amount:	\$395.27
NOVEMBER FUEL INVOICES			Check Date:	01/25/2017
	101-371-863.000	INV 001251		395.27
PLYMOUTH-CANTON COMMUNITY SCHOOLS			Invoice Amount:	\$3,505.60
November Fuel Inv. 001251 11/30/16			Check Date:	01/25/2017
	101-305-863.000	Patrol Vehicles		3,439.70
	101-325-963.000	PSA Vehicle		65.90
POWERPHONE INC.			Invoice Amount:	\$229.00
Stress Identification & Mgmt. Trg. - PSA Bosworth			Check Date:	01/25/2017
	101-325-960.000	Gibraltar Police Dept. on 11/17/16		229.00
POWERPHONE INC.			Invoice Amount:	\$229.00
911 Liability Risk Training - PSA Bosworth Inv. 52			Check Date:	01/25/2017
	101-325-960.000	Gibraltar Police Dept. on 11/18/16		229.00
SCHOOLCRAFT COLLEGE			Invoice Amount:	\$150.00
EVO Refresher Training Inv. 02746 10/31/16			Check Date:	01/25/2017
	101-305-960.000	Sgt. Kudra trg. 10/26/16		150.00
TACTICAL ENCOUNTERS INC.			Invoice Amount:	\$225.00
Patrol S.T.O.P.S Class - Ofc. Warring Inv. 193 10/			Check Date:	01/25/2017
	101-305-960.000	Trg. on 10/18/16		225.00

Charter Township of Plymouth AP Invoice Listing - Board Report

VENDOR INFORMATION**INVOICE INFORMATION**

TOWN LOCKSMITH			Invoice Amount:	\$25.50
Keys made by Sgt. Kudra for new hires Inv. 2238			Check Date:	01/25/2017
	101-305-727.000	Police Dept. keys made		25.50
TURLEY, MELANIE			Invoice Amount:	\$34.93
Meal Reimbursement - CTO Trg.			Check Date:	01/25/2017
	101-325-960.000	Trg. week of 12-12-16 - 12-16-16		34.93
APOLLO FIRE EQUIPMENT			Invoice Amount:	\$479.30
gas detectors			Check Date:	01/25/2017
	101-336-978.000	gas detectors per quote w/2yr maint		479.30
BIO-CARE INC			Invoice Amount:	\$2,160.00
FF Physicals			Check Date:	01/25/2017
	101-336-835.000	Physicals for FD personnel		2,160.00
BLOOM ROOFING SYSTEMS INC.			Invoice Amount:	\$294.50
ROOF LEAK			Check Date:	01/25/2017
	101-265-776.000	INV 11561		294.50
GENPOWER PRODUCTS INC.			Invoice Amount:	\$627.33
Generator work-quote dated 3/4/16 station #2			Check Date:	01/25/2017
	101-336-851.000	perform tuneup & repair kohler generator		627.33
NORTHVILLE CAR WASH, INC.			Invoice Amount:	\$29.00
Car Washes			Check Date:	01/25/2017
	101-371-863.000	DEC 2016 CAR WASH		29.00
OFFICE DEPOT			Invoice Amount:	\$357.85
office supplies			Check Date:	01/25/2017
	101-336-727.000	3 hole pencil pouches #465026 blue		3.99
	101-336-727.000	12 writing pads #963447		15.11
	101-336-727.000	12 writing pads #963454		15.27
	101-336-727.000	HP951XL CN048AN		89.94
	101-336-727.000	HP951XL CN046AN		89.94
	101-336-727.000	HP951XL CN047AN		89.94
	101-336-727.000	CLR LAMINATING POUCHES 389625		48.99
	101-336-727.000	10 BOXES LG PAPER CLIPS		4.67
PHYSIO-CONTROL, INC.			Invoice Amount:	\$1,953.96
Modems			Check Date:	01/25/2017
	101-336-727.000	3G modems 21996-000085 incl frgt		1,953.96
Total Amount to be Disbursed:				\$16,877.09

Charter Township of Plymouth AP Invoice Listing - Board Report

VENDOR INFORMATION

INVOICE INFORMATION

35TH DISTRICT COURT		Invoice Amount:	\$420.00
POLICE BOND 1/5/2017		Check Date:	01/10/2017
	702-100-087.000 6287		420.00
35TH DISTRICT COURT		Invoice Amount:	\$1,800.00
POLICE BOND 1/9/2017		Check Date:	01/10/2017
	702-100-087.000 6288		500.00
	702-100-087.000 6291		300.00
	702-100-087.000 6292		500.00
	702-100-087.000 6293		500.00
Total Amount to be Disbursed:			\$2,220.00

Charter Township of Plymouth AP Invoice Listing - Board Report

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VENDOR INFORMATION

INVOICE INFORMATION

A T & T			Invoice Amount:	\$30.31
FS#2 Meterline 12-25-16 through 1-24-17			Check Date:	01/11/2017
101-336-921.000	FS #2 - 12-25-16 thru 1-24-17			30.31
ANDERSON, ERIC			Invoice Amount:	\$3,900.00
2017 Opt out of retiree medical benefits			Check Date:	01/11/2017
101-305-714.000	2017 opt out of retiree medical benefits			3,900.00
ASSOCIATED NEWSPAPERS OF MICHIGAN			Invoice Amount:	\$156.50
Publications			Check Date:	01/11/2017
101-215-813.000	Public Notice - Special Land Use			78.25
101-215-813.000	Public Notice - Special Land Use			78.25
COMCAST			Invoice Amount:	\$124.40
Comcast High Speed Internet January 2017			Check Date:	01/11/2017
101-290-941.000	Comcast High Speed Internet			114.90
101-290-941.000	Late fee			9.50
COMCAST			Invoice Amount:	\$134.85
Comcast High Speed Internet 1-17 Port Street			Check Date:	01/11/2017
101-290-941.000	Comcast High Speed Internet Port Street			134.85
COMCAST			Invoice Amount:	\$154.65
Monthly Cable and Internet Township Hall - Janua			Check Date:	01/11/2017
101-290-941.000	Cable & Internet Township Hall Jan 2017			154.65
Dempsey, Jack			Invoice Amount:	\$149.00
Trustee Dempsey reimbursment for MTA meeting			Check Date:	01/11/2017
101-101-861.000	Dempsey reimbursment for MTA meeting			149.00
GAUTHIER, EDWARD			Invoice Amount:	\$3,900.00
2017 opt out of retiree benefits			Check Date:	01/11/2017
101-305-714.000	2017 opt out of retiree benefits			3,900.00
HAYES, DAVID			Invoice Amount:	\$3,900.00
2017 opt out retiree benefits			Check Date:	01/11/2017
101-305-714.000	2017 opt out retiree benefits			3,900.00
HONKE, ANITA			Invoice Amount:	\$105.80
Medicare Part B Jan 2017			Check Date:	01/11/2017
101-336-714.000	Medicare Part B Jan 2017			105.80
KNUPP, FRED L.			Invoice Amount:	\$104.90
Medicare Part B Jan 2017			Check Date:	01/11/2017
101-336-714.000	Jan 2017			104.90
KOZIAN, PHILIP			Invoice Amount:	\$3,900.00
2017 opt out retiree benefits			Check Date:	01/11/2017
101-691-714.000	2017 opt out retiree benefits			3,900.00
MARAS, CARLAS			Invoice Amount:	\$149.20
Medicare Part B Jan 2017			Check Date:	01/11/2017
101-336-714.000	Medicare Part B Jan 2017			149.20
SENKBEIL, JAMIE			Invoice Amount:	\$3,900.00
2017 opt out retiree benefits			Check Date:	01/11/2017

Charter Township of Plymouth **AP Invoice Listing - Board Report**

VENDOR INFORMATION**INVOICE INFORMATION****SMITH, ROBERT**

Opt out of retiree medical benefits 2017

101-305-714.000

Opt out of med benefits 2017

Invoice Amount:**\$3,900.00****Check Date:****01/11/2017**

3,900.00

TEAMSTER LOCAL # 214

Teamster Local #214 - January 2017

101-100-232.030

Bartlett, James

53.00

101-100-232.030

Krueger, Randy

56.00

101-100-232.030

Melow, Steven

56.00

101-100-232.030

Overaitis, Joseph

53.00

101-100-232.030

Scholten, James

53.00

101-100-232.030

Thomas, James

50.00

101-100-232.030

Nelson, David

40.00

101-100-232.030

Pumphrey, Zachary

40.00

101-100-232.030

Worth, Joshua

40.00

WCA ASSESSING

Appraisal Services Rendered January 2017

101-209-818.000

Appraisal Services Rendered

18,465.75

101-209-818.000

Co-Star Services

156.67

TECHNICAL, PROFESSIONAL AND OFFICE-

COAM Union Deductions - January 2017

101-100-232.060

Bonadeo, Karen E.

31.00

101-100-232.060

Bono, Jennifer A.

15.50

101-100-232.060

De Biasi, Lia M.

15.50

101-100-232.060

Devoto, Claudia P.

15.50

101-100-232.060

Glennie, Gail A.

15.50

101-100-232.060

Gordon, Cheryl

31.00

101-100-232.060

Haack, David

31.00

101-100-232.060

Jowsey, Nancy

31.00

101-100-232.060

Kline, Anne E.

15.50

101-100-232.060

Latawiec, Kelly

31.00

101-100-232.060

Leclair, Diane L.

31.00

101-100-232.060

MacDonald, Kenneth E.

15.50

101-100-232.060

MacDonell, Carol A.

15.50

101-100-232.060

Martin, Carol R.

31.00

101-100-232.060

Palmarchuk, Cheri

31.00

101-100-232.060

Pawlowski, Donna E.

31.00

101-100-232.060

Pumphrey, Kathryn

31.00

101-100-232.060

Snell, Donna Sue

31.00

101-100-232.060

Truesdell, Mary Ann

15.50

101-100-232.060

Visel, Sarah J.

31.00

101-100-232.060

Geletzke, Alice

15.50

101-100-232.060

Richardson, Michael

15.50

EDWARDS, RON TREASURER

2017 Opt out of Retiree Health Care Coverage

101-253-714.000

2017 Opt out of Retiree Health Care Cov.

Invoice Amount:**\$3,900.00****Check Date:****01/11/2017**

3,900.00

COAM - PLYMOUTH TOWNSHIP

COAM Union Deductions - Jan. 2017

101-100-232.050

Fetner, William J.

71.12

101-100-232.050

Krebs, Ryan

71.12

101-100-232.050

Kudra, Daniel J.

71.12

101-100-232.050

Seipenko, Todd A.

71.12

71.12

Charter Township of Plymouth AP Invoice Listing - Board Report

VENDOR INFORMATION**INVOICE INFORMATION**

Gongwer News Service, Inc.		Invoice Amount:	\$700.00
Gongwer News Service - 2017 On-line Subscriptio		Check Date:	01/11/2017
101-171-727.000	Gongwer News Service - 1yr (2017)		700.00
LAURIA, KEVIN		Invoice Amount:	\$5,665.54
2017 Opt of of Medical Benefits		Check Date:	01/11/2017
101-305-714.000	2017 Opt out of Medical Benefits		5,665.54
LifeGuide 360 LLC		Invoice Amount:	\$495.00
HR related guides and presentations - 2017		Check Date:	01/11/2017
101-171-960.000	16 Dec Pt guides and presentations2017		495.00
MI Info & Research Service, Inc.		Invoice Amount:	\$765.00
MIRS - 2017 1 year on line subscription		Check Date:	01/11/2017
101-171-727.000	MIRS 2017 on-line subscription		765.00
P.O.A.M. - PLYMOUTH TOWNSHIP		Invoice Amount:	\$1,789.90
POAM Union Deductions - jAN. 2017		Check Date:	01/11/2017
101-100-232.010	Bartram, Brad		66.12
101-100-232.040	Berezak, Jennifer		44.75
101-100-232.040	Bulmer, Cassandra M.		49.75
101-100-232.010	Cheston, Steven		66.12
101-100-232.010	Cioma, Bradley A.		66.12
101-100-232.040	Clark, Kristina R.		49.75
101-100-232.010	Coffell, Steven John		66.12
101-100-232.040	Fell, Cynthia		44.75
101-100-232.010	Fetter, Jeffery D.		66.12
101-100-232.010	Fritz, Michael		66.12
101-100-232.010	Hayes, Jason		66.12
101-100-232.010	Hinkle, Michael T.		66.12
101-100-232.040	Innes, Donna M.		49.75
101-100-232.010	King, Caitlin E.		66.12
101-100-232.010	Linton, Marcy Kay		66.12
101-100-232.010	McParland, Jeffrey K.		66.12
101-100-232.010	Ripp, Jason R.		66.12
101-100-232.040	Rodriguez, Tracy		44.75
101-100-232.010	Rozum, Charles J.		66.12
101-100-232.010	Rupard, Bryan J.		66.12
101-100-232.010	Schemanske, Jeremy		66.12
101-100-232.040	Smith, Stephanie		44.75
101-100-232.010	Smitherman, Joseph A.		66.12
101-100-232.010	Tiderington, Scott R.		66.12
101-100-232.040	Turley, Melanie A.		44.75
101-100-232.010	Warring, Aaron Thomas		66.12
101-100-232.040	Fitzgerald, James		49.75
101-100-232.040	Bosworth Andrea		44.75
101-100-232.010	Cox, John		66.12
101-100-232.010	Maples, Jeffry		66.12
Total Amount to be Disbursed:			\$57,771.07

Charter Township of Plymouth **AP Invoice Listing - Board Report**

VENDOR INFORMATION**INVOICE INFORMATION****ADP INC**

Payroll processing 12/18/16

101-290-941.000

Payroll processing 12/18/16

Invoice Amount:**\$726.66****Check Date:****01/12/2017**

726.66

DTE ENERGY

DTE Service - Municipal Street Light - Nov 2016

101-446-920.000

DTE - Nov 2016 Municipal Street Light

Invoice Amount:**\$5,795.84****Check Date:****01/12/2017**

5,795.84

CHARTER TWSP OF PLYMOUTH

Plymouth Township - Water/Sewer Oct.-Dec. 201

Invoice Amount:**\$1,230.39****Check Date:****01/12/2017**

101-171-921.000

Supervisor

34.82

101-201-921.000

Information Services

18.63

101-209-921.000

Assessors

9.97

101-215-921.000

Clerk

30.26

101-253-921.000

Treasurer

12.64

101-265-854.000

Senior Center

52.67

101-305-921.000

Police

100.01

101-325-921.000

Communications

41.63

101-336-921.000

Fire

326.19

101-371-921.000

Building

21.92

101-400-921.000

Community Development

12.28

101-691-921.000

Park

274.58

226-226-921.000

Solid Waste

2.89

592-172-921.000

Admin / General Expense

154.44

510-510-737.000

Golf Course

86.59

592-444-745.000

Power and Pumping

50.87

A T & T LONG DISTANCE

Nov 2016 Long Distance Allocation

Invoice Amount:**\$77.73****Check Date:****01/12/2017**

101-201-853.000

-info services

5.32

101-209-853.000

Assessing

3.17

101-371-853.000

Building

8.85

101-336-853.000

Fire

13.97

101-171-853.000

Supervisor

8.27

101-253-853.000

Treasurer

7.06

101-215-853.000

Clerk

4.12

101-400-853.000

Community Development

3.29

101-325-853.000

Dispatch

5.32

101-265-854.000

Township Hall

1.26

101-691-853.000

Park

1.01

226-226-853.000

Solid Waste

0.18

592-172-853.000

DPW

1.76

101-305-853.000

Police

14.15

VERIZON WIRELESS

Dec 2016 Wireless Bill (for Nov. usage)

Invoice Amount:**\$1,400.97****Check Date:****01/12/2017**

592-172-853.000

DPW

164.11

101-201-853.000

Info services

60.56

101-305-853.000

Police

550.13

101-336-853.000

Fire

300.61

101-691-853.000

Park

50.00

101-215-853.000

Clerk

(25.33)

101-371-853.000

Building

250.89

101-253-853.000

Treasurer

50.00

Great Lakes Water Authority

GLWA Nov 2016

Invoice Amount:**\$305,204.31****Check Date:****01/12/2017**

Charter Township of Plymouth

AP Invoice Listing - Board Report

VENDOR INFORMATION**INVOICE INFORMATION**

592-441-741.000

GLWA - Nov 2016

305,204.31

AT & T

ATT Bill- Nov 24 - Dec.25, 2016

Invoice Amount: \$1,171.96**Check Date: 01/12/2017**

101-201-853.000	Information Services	63.43
101-209-853.000	Assessing	39.53
101-371-853.000	Building	70.32
101-336-853.000	Fire	238.25
101-305-853.000	Police	186.48
101-171-853.000	Supervisor	84.64
101-253-853.000	Treasurer	54.87
101-215-853.000	Clerk	84.93
101-400-853.000	Community Development	102.15
101-325-853.000	Dispatch	90.33
226-226-853.000	Solid Waste	8.97
592-172-853.000	Water/Sewer	80.70
592-291-805.000	Water/Sewer	29.90
101-265-854.000	Twp Hall	10.72
101-691-853.000	Park	26.74

VERIZON WIRELESS

Verizon - Park Cell Phone Nov 21 - Dec 20

Invoice Amount: \$61.55**Check Date: 01/12/2017**

101-691-853.000	Park Cell phone 11/21.16--12./20/16	61.55
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VERIZON WIRELESS

Dec 2016 wireless bills

Invoice Amount: \$775.31**Check Date: 01/12/2017**

592-172-853.000	DPW wireless devices	349.99
101-201-853.000	Info services wireless devices	0.27
101-325-853.000	PD dispatch wireless devices	52.54
101-336-853.000	Fire wireless devices	120.09
101-691-853.000	Park foreman wireless device	40.01
805-805-970.005	Sidewalk Inspector wireless device	29.65
226-226-853.000	Solid waste wireless device	52.07
588-588-853.000	Senior Transportation wireless device	130.69

Royal Truck & Trailer Sales & Ser.

Repair to damaged mower trailer

Invoice Amount: \$3,530.87**Check Date: 01/12/2017**

101-691-931.000	Patch Aluminum Outer Panel of Trailer	2,385.00
101-691-931.000	Repair inner panels to trailer	1,145.87

Total Amount to be Disbursed: \$319,975.59

Charter Township of Plymouth
AP Invoice Listing - Board Report

VENDOR INFORMATION**INVOICE INFORMATION****RESERVE ACCOUNT**

Postage

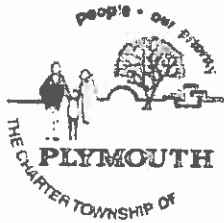
101-215-727.000

Postage - General Use

Invoice Amount:**\$6,000.00****Check Date:****01/05/2017**

6,000.00

Total Amount to be Disbursed:**\$6,000.00**



F.1

CHARTER TOWNSHIP OF PLYMOUTH REQUEST FOR BOARD ACTION

MEETING DATE: January 24, 2017

ITEM: Consider approval of the Storm Drain Agreement with Livonia Builders Grandover Park, LLC. , for vacant land located on Plymouth Road,
Resolution #2017-01-24-02

PRESENTER: Patrick Fellrath, P.E., Director of Public Utilities
David E Richmond, 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 Management Ordinance and Administrative Rules.

The Storm Drain Agreement passes this responsibility on to the owners of the property who benefit by the drainage improvements.

ACTION REQUESTED: Approve

RECOMMENDATION: Approve the recommendation as submitted.

MODEL RESOLUTION: I move to adopt Resolution #2017-01-24-02 authorizing the Township Supervisor and the Township Clerk to sign the Wayne County Permit M-47943 and approve the Storm Drain Agreement with Livonia Builders Grandover Park, LLC and authorize the Township Clerk to execute same.

Moved by: _____ Seconded by: _____

ROLL CALL:

CC _____, RD _____, GH _____, JV _____, KH _____, MC _____, JD _____

STATE OF MICHIGAN
COUNTY OF WAYNE
CHARTER TOWNSHIP OF PLYMOUTH

RESOLUTION 2014-01-24-02
STORM DRAIN AGREEMENT – _____

Whereas, the Plymouth Charter Township has been requested by Livonia Builders Grandover Park, LLC, a Michigan Corporation, 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-47943 to be entered into by said Wayne County Department of Public Services, the Plymouth Charter Township and Livonia Builders Grandover Park, 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 Livonia Builders Grandover Park, 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, Livonia Builders Grandover Park, LLC., has 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 afore described 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 15000 North Haggerty Rd., Plymouth Twp., MI. 48170 and owned by Livonia Builders Grandover Park, LLC.

FURTHER, BE IT RESOLVED that the Supervisor and Clerk of the Plymouth Charter Township are authorized and empowered to execute Permit No. M-47943 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 Livonia Builders Grandover Park, LLC. in the form and substance of the instrument presented to this Board.

Present: [Clinton, Curmi, Dempsey, Doroshewitz, Heise, Heitman, Vorva]

Absent: [None]

Moved by:

Supported by:

Roll Call Vote

Ayes: [All]

Nays: [None]

Adopted: Regular Meeting –

Resolution No:

Certification

STATE OF MICHIGAN)

)

COUNTY OF WAYNE)

I hereby certify that the foregoing is a true copy of the above Resolution, the original of which is on file in my office.

Jerry Vorva, Clerk
Charter Township of Plymouth

STORM DRAIN AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, A.D., 20____, by and between the PLYMOUTH CHARTER TOWNSHIP, a Municipal Corporation, 9955 North Haggerty Road, Plymouth, Michigan 48170, hereinafter referred to as "TOWNSHIP", and LIVONIA BUILDERS GRANDOVER PARK, LLC whose address is 4952 Dewitt Road, Canton, Michigan, 48188 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 I.D.: 78-029-99-0004-000

Property Address: Vacant Land Plymouth Road

Legal Description:

PART OF THE NORTHEAST 1/4 OF SECTION 26, T1S, R8E, PLYMOUTH TOWNSHIP, WAYNE COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE EAST 1/4 CORNER OF SECTION 26, T1S, R8E, PLYMOUTH TOWNSHIP, WAYNE COUNTY, MICHIGAN, AND PROCEEDING THENCE ALONG THE EAST LINE OF SAID SECTION 26, N01°03'04"W 699.60 FEET; THENCE ALONG THE NORTHERLY LINE OF PLYMOUTH ROAD THE FOLLOWING TWO COURSES: N75°43'00"W 229.42 FEET AND N74°55'00"W 260.79 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE NORTHERLY LINE OF PLYMOUTH ROAD N74°55'00"W 300.00 FEET; THENCE ALONG THE EASTERLY LINE OF THE MIDDLE ROUGE PARKWAY N04°41'46"E 621.89 FEET; THENCE S74°55'00"E 412.13 FEET; THENCE S15°05'00"W 611.70 FEET TO THE POINT OF BEGINNING. CONTAINING 217,806 SQ. FT. OR 5.00 ACRES.

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 January 24, 2017, between the PLYMOUTH CHARTER TOWNSHIP AND LIVONIA BUILDERS GRANDOVER PARK, 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 August 15, 2014.

(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.

PROPRIETER

LIVONIA BUILDERS GRANDOVER PARK, LLC

By: 
Danny Veri

Its: Partner

By: 
Michael Joss

Its: Partner

PLYMOUTH CHARTER TOWNSHIP

By: ~~Shannon Price~~ KURT HEISE

Its: Supervisor

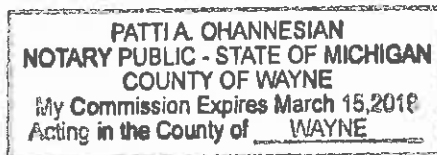
By: ~~Nancy Gonzelman~~ JERRY VORVA

Its: Clerk

STATE OF MICHIGAN)
)ss.
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me this 15th day of August, 2014,
by Danny Veri, Partner and Michael Joss, Partner

of Livonia Builders Grandover Park, LLC, a Michigan Corporation, on behalf
of the Corporation.



[Signature]

Notary Public
County, _____
My Commission Expires: _____

STATE OF MICHIGAN)
)ss.
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me this _____ day of _____
20 ____ by ~~Shannon Price~~, Supervisor of Plymouth Charter Township and ~~Nancy Conzelman~~, 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:

JERRY VORVA
~~Nancy Conzelman~~, 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

EASEMENT

Livonia Builders Grandover Park, LLC having an address of 4902 dewitt suite 101 canton mi 48188 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 in 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.

END OF PAGE

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

GRANTOR

[Signature]

(print or type name & title)

Danny Veri Partner

(print or type name & title)

State of MI)
County of Wayne) ss.

The foregoing instrument was acknowledged before me this 16 of Nov
2016, by Danny Veri, Partner
(print grantor names and titles, if any)

[Signature]
Notary Public, Wayne County, Michigan

My commission expires: 10-12-2019

This instrument drafted by:

Jerry Vorva
Nancy Conzelman, Clerk
Plymouth Charter Township
9955 North Haggerty Road
Plymouth, Michigan 48170

After recording return this instrument to:

Jerry Vorva
Nancy Conzelman, Clerk
Plymouth Charter Township
9955 North Haggerty Road
Plymouth, Michigan 48170

KELLY LATAWIEC
NOTARY PUBLIC, STATE OF MI
COUNTY OF WAYNE
MY COMMISSION EXPIRES Oct 12, 2019
ACTING IN COUNTY OF Wayne

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
_____, 20__.

Kevin Bennett, Township Attorney

The easement description is approved as to form only by Engineer for the Plymouth Charter Township on
_____, 20__.

David E. Richmond, P.E., Township Engineer

This instrument accepted by the Board of Trustees of the Plymouth Charter Township at its meeting of
_____, 20__, and directed to be recorded.

Nancy Conzelman, Plymouth Charter Township Clerk

Jerry Vorva,

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-47943

ISSUE DATE

5/19/2015

EXPIRES

REVIEW No

R 13-271

WORK ORDER

PROJECT NAME

MAINTENANCE PERMIT FOR THE RAVINES OF PLYMOUTH

LOCATION

PLYMOUTH (WEST OF HAGGERTY)

CITY/TWP

PLYMOUTH

PERMIT HOLDER

PLYMOUTH TOWNSHIP
9955 N. HAGGERTY ROAD
PLYMOUTH TWP, MI 481704673

CONTRACTOR

CONTACT

RICHARD REAUME

(734) 354-3200

CONTACT

<BLANK>

DESCRIPTION OF PERMITTED ACTIVIT

(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 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

LIVONIA BUILDERS GRANDOVER PARK

PLANS APPROVED BY

Razi, M.

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)

(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 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 Attachments 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

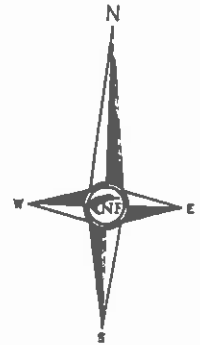
PERMIT HOLDER / AUTHORIZED AGENT

DATE

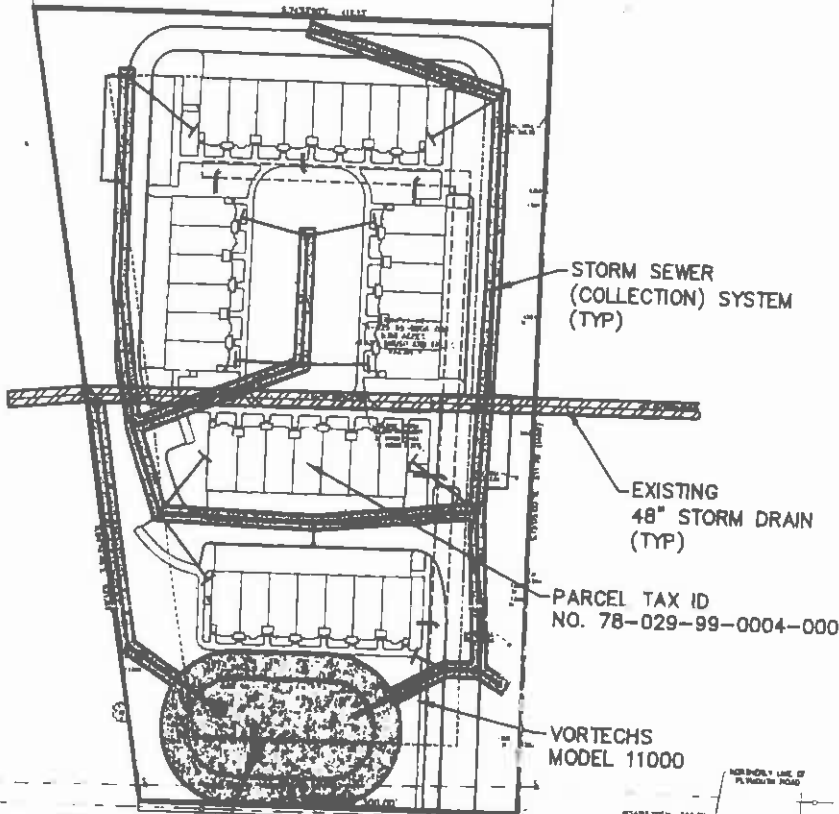
WAYNE COUNTY DEPARTMENT OF PUBLIC SERVICES

PREPARED BY

Exhibit A PHYSICAL LIMITS OF STORM WATER MANAGEMENT SYSTEM



Middle Rouge Parkway
(Wayne County Parks Property)



PARCEL TAX ID
NO. 78-029-99-0004-000

VORTECHS
MODEL 11000

TERRACED
DETENTION
BASIN

Plymouth Road
(120' wide)

CAUTIONS
OF THE ROAD

NORTH LINE OF
PLYMOUTH ROAD

775.33' 00" 0.00 79'

775.33' 00" 0.00 79'

775.33' 00" 0.00 79'

775.33' 00" 0.00 79'

LINE 1/4 CORNER
SEC. 26, T18, R10E
PLYMOUTH TWP.
WAYNE COUNTY

LINE 1/4 CORNER
SEC. 26, T18, R10E
PLYMOUTH TWP.
WAYNE COUNTY

Site

HAGGERTY RD
C-2
C-2

PLYMOUTH RD
CITY OF PLYMOUTH

MAIN ST

LILLEY RD

ROUGE RIVER

HAGGERTY RD

I-275

Location Map
N.T.S.

LEGEND



TOWNSHIP OF PLYMOUTH
MAINTENANCE RESPONSIBILITY



STORM SEWERS & STRUCTURES



ENGINEERS
NOWAK & FRAUS ENGINEERS
46777 WOODWARD AVE.
PONTIAC, MI 48342-5032
TEL (734) 377-7071

Exhibit B

STORM WATER MANAGEMENT SYSTEM LONG TERM MAINTENANCE PLAN

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, swales, manufactured treatment system, detention basin, buffer strips outlet control structure and outlet pipe that conveys flow from the detention basin to an existing storm manhole within Wayne County Parks property that discharges to the Middle Rouge River. For the purposes of this plan, this storm water management system (SWMS) and all of its components as shown in Exhibit A is referred to as the Ravines of Plymouth SWMS.

B. Time Frame for Long-Term Maintenance Responsibility

Charter Township of Plymouth is responsible for maintaining the Ravines of Plymouth 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 Ravines of Plymouth SWMS commences when defined by the maintenance permit issued by the County. Long-term maintenance continues in perpetuity.

C. Manner of Insuring Maintenance Responsibility

Charter Township of Plymouth has assumed responsibility for long-term maintenance of the Ravines of Plymouth SWMS. The resolution by which Charter Township of Plymouth has assumed maintenance responsibility is attached to the permit as Exhibit C. Livonia Builders Grandover Park, LLC through a maintenance agreement with Charter Township of Plymouth, has agreed to perform the maintenance activities required by this plan. Charter Township of Plymouth retains the right to enter the property and perform the necessary maintenance of the Ravines of Plymouth SWMS if Livonia Builders Grandover Park, LLC fails to perform the required maintenance activities. To ensure that the Ravines of Plymouth 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 Charter Township of Plymouth and the property owner will be recorded with the Wayne County Register of Deeds. Upon recording, a copy of the recorded documents 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/inspections, preventative maintenance and remedial actions). While performing maintenance, chemicals should not be applied to the forebay, detention basin, buffer strip, or watercourses. 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/Forebay	Inlets to Forebay & Detention Basin	Detention Basin	Outlet Control Structures & Outlet Pipe	Buffer Strip, Riprap	Pavement Areas	FREQUENCY
Monitoring/Inspection									
Inspect for Sediment Accumulation**/Clogging of lines		X	X	X	X	X			Annually
Inspect For Floatables, Dead Vegetation & Debris		X	X	X	X	X	X		Annually & After Major Events
Inspect For Erosion And Integrity of System		X		X	X	X	X		Annually & After Major Events
Inspect All Components During Wet weather & Compare to As-Built Plans		X	X	X	X	X	X		Annually
Ensure Maintenance Access Remain Open/Clear		X	X	X	X	X	X		Annually
Preventative Maintenance									
Mowing					X		X		As Needed, select areas only*
Remove Accumulated Sediments		X	X	X	X	X			As needed**
Remove Floatables, Invasive & Dead Vegetation & Debris		X	X	X	X	X	X		As Needed
Replace or Wash & Reuse Risers Stone Filters					X				Every 3 years, or as needed***
Sweeping of Paved Surfaces								X	As Needed
Remedial Actions									
Repair/Stabilize Areas of Erosion, Reseed Bare Areas		X					X		As Needed
Replace Dead Plantings, Invasive & Trees, Reseed Bare Areas		X							As needed
Structural Repairs		X	X	X	X	X	X		As Needed
Make Adjustments/Repairs to Ensure Proper Functioning		X	X	X	X	X	X		As Needed

NOTES: *Not to exceed the length allowed by local community ordinance **Manufactured Treatment System & detention basin to be cleaned whenever sediments accumulate to a depth of 6-12 inches, or if sediment resuspension is observed *** Replace stones if they cannot be adequately cleaned.

PROPERTY INFORMATION:
The Ravines of Plymouth
Plymouth Road
Plymouth Township, Wayne
County
Michigan

PROPERTY OWNER:
Livonia Builders Grandover Park, LLC
4062 Dewitt Road
Canton, MI 48108
Contact: Danny Veri
Phone: (734) 397-9140



ENGINEERS
NOWAK & FRAUS ENGINEERS
46777 WOODWARD AVE.
PONTIAC, MI 48342-5032
TEL: (248) 337-7000



F.2

CHARTER TOWNSHIP OF PLYMOUTH REQUEST FOR BOARD ACTION

MEETING DATE: January 24, 2017

ITEM: Consider approval of the water and sewer easement for Ravines of Plymouth.

PRESENTER: Patrick Fellrath, P.E., Director of Public Utilities
David E Richmond, P.E., Spalding DeDecker Associates

BACKGROUND:

The Board is required to approve the water and sewer easements for all projects within the Township of Plymouth.

Once approved by the Board, the Clerk, Township Attorney and Township Engineer sign the documents and forward them on to Wayne County for recording.

Once recorded, the original easement is returned to Plymouth Township.

ACTION REQUESTED: Approve

RECOMMENDATION: Approve the recommendation as submitted.

MODEL RESOLUTION: I move to approve the water and sewer easements for the Ravines of Plymouth and authorize the Township Clerk to sign same.

Moved by: _____ Seconded by: _____

ROLL CALL:

CC _____, RD _____, GH _____, JV _____, KH _____, MC _____, JD _____

EASEMENT

Livonia Builders Grandover Park, LLC having an address of 4902 dewitt suite 101 canton mi 48188 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 in 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.

END OF PAGE

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

GRANTOR

[Signature]

(print or type name & title)

Danny Veri, Partner

(print or type name & title)

State of MI
County of Wayne ss.

The foregoing instrument was acknowledged before me this 16 of Nov.
2016, by Danny Veri, Partner

(print grantor names and titles, if any)

Kelly Latawiec
Notary Public Wayne County, Michigan

My commission expires: 10-12-2019

After recording return this instrument to:

Jerry Vorva
Nancy Conzelman, Clerk
Plymouth Charter Township
9955 North Haggerty Road
Plymouth, Michigan 48170

This instrument drafted by:

Jerry Vorva
Nancy Conzelman, 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
_____, 20____.

Kevin Bennett, Township Attorney

The easement description is approved as to form only by Engineer for the Plymouth Charter Township on
_____, 20____.

David E. Richmond, P.E., Township Engineer

This instrument accepted by the Board of Trustees of the Plymouth Charter Township at its meeting of
_____, 20____, and directed to be recorded.

Nancy Conzelman, Plymouth Charter Township Clerk

Jerry Vorva

Exhibit A
WATER MAIN EASEMENT

LEGAL DESCRIPTION - PROPERTY

PART OF THE NORTHEAST 1/4 OF SECTION 26, TOWN 1 SOUTH, RANGE 8 EAST, PLYMOUTH TOWNSHIP, WAYNE COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 26; THENCE PROCEEDING ALONG THE EAST LINE OF SAID SECTION 26, N.01°03'04"W., 699.47 FEET (RECORDED AS 699.60 FEET); THENCE ALONG THE NORTHERLY LINE OF PLYMOUTH ROAD THE FOLLOWING TWO COURSES: 1) N.75°43'00"W., 229.42 FEET AND 2) N.74°55'00"W., 260.79 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE NORTHERLY LINE OF PLYMOUTH ROAD N.74°55'00"W., 300.00 FEET; THENCE ALONG THE EASTERLY LINE OF THE MIDDLE ROUGE PARKWAY N.04°41'46"E., 621.89 FEET; THENCE S.74°55'00"E., 412.13 FEET; THENCE S.15°05'00"W., 611.70 FEET TO THE POINT OF BEGINNING.

SIDWELL NO: 78-029-99-0004-000

CONTAINING 217,806 SQ. FT. OR 5.00 ACRES.

LEGAL DESCRIPTION - WATER MAIN EASEMENT

A TWELVE (12) FOOT WIDE EASEMENT FOR WATER MAIN BEING DESCRIBED ALONG ITS CENTERLINE AS: COMMENCING AT THE EAST 1/4 CORNER OF SECTION 26, TOWN 1 SOUTH, RANGE 8 EAST, PLYMOUTH TOWNSHIP, WAYNE COUNTY, MICHIGAN, THENCE PROCEEDING ALONG THE EAST LINE OF SAID SECTION 26, N.01°03'04"W., 699.47 FEET (RECORDED AS 699.60 FEET), THENCE ALONG THE NORTHERLY LINE OF PLYMOUTH ROAD THE FOLLOWING TWO COURSES: 1) N.75°43'00"W., 229.42 FEET AND 2) N.74°55'00"W., 288.05 FEET TO THE POINT OF BEGINNING; THENCE N.15°04'58"E., 183.91 FEET TO POINT 'A'; THENCE CONTINUING N.15°04'58"E., 264.82 FEET; THENCE N.29°02'14"W., 20.64 FEET TO POINT 'B'; THENCE CONTINUING N.29°02'14"W., 24.00 FEET; THENCE N.74°57'15"W., 261.00 FEET; THENCE S.60°04'41"W., 23.33 FEET TO POINT 'C'; THENCE CONTINUING S.60°04'41"W., 14.11 FEET; THENCE S.15°01'47"W., 109.05 FEET; THENCE S.04°41'46"W., 92.65 FEET TO POINT 'D'; THENCE CONTINUING S.04°41'46"W., 258.18 TO THE POINT OF ENDING; THENCE CONTINUING FROM SAID POINT 'A', N.74°51'21"W., 13.25 FEET TO A POINT OF ENDING; THENCE CONTINUING FROM SAID POINT 'B', N.60°04'41"E., 21.02 FEET TO A POINT OF ENDING; THENCE CONTINUING FROM SAID POINT 'C', N.29°55'19"W., 13.06 FEET TO A POINT OF ENDING; THENCE CONTINUING FROM SAID POINT 'D', S.85°18'14"E., 22.66 FEET TO A POINT OF ENDING.

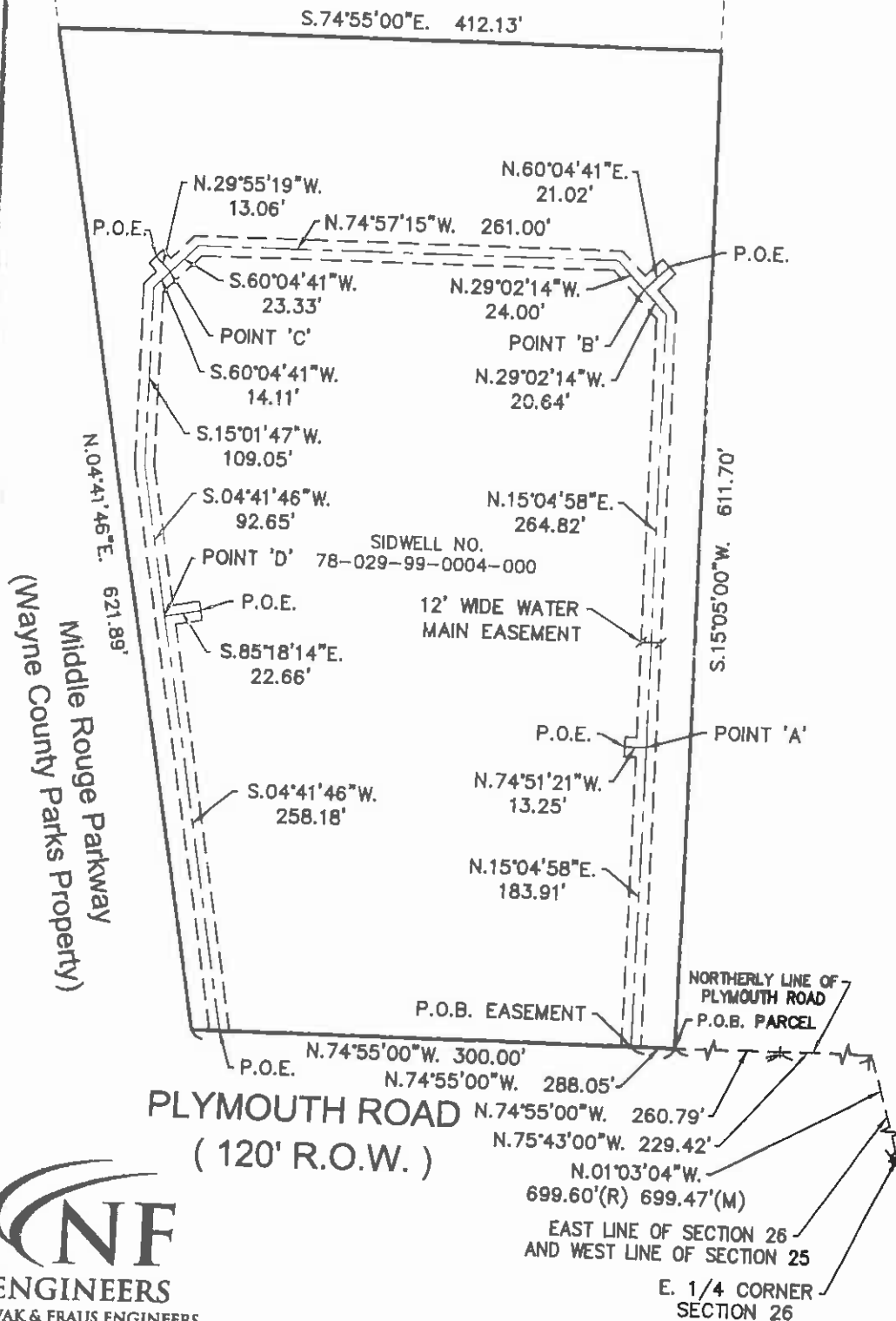


ENGINEERS

NOWAK & FRAUS ENGINEERS
46777 WOODWARD AVE

Exhibit A

WATER MAIN EASEMENT



ENGINEERS
 NOWAK & FRAUS ENGINEERS
 46777 WOODWARD AVE.
 PONTIAC, MI 48342-5032

EASEMENT

Livonia Builders Grandover Park, LLC having an address of 4902 dewitt suite 101 canton mi 48188 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 in 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.

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END OF PAGE

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

GRANTOR

[Signature]

(print or type name & title)

Danny Verzi Partner

(print or type name & title)

State of MI)
County of Wayne)ss.

The foregoing instrument was acknowledged before me this 16 of Nov
2016, by Danny Verzi, Partner

(print grantor names and titles, if any)

Kelly Latawiec
Notary Public, Wayne County, Michigan

My commission expires: 10-12-2019

This instrument drafted by:

Jerry Vorva
Nancy Conzelman, Clerk
Plymouth Charter Township
9955 North Haggerty Road
Plymouth, Michigan 48170

After recording return this instrument to:

Jerry Vorva
Nancy Conzelman, Clerk
Plymouth Charter Township
9955 North Haggerty Road
Plymouth, Michigan 48170

KELLY LATAWIEC
NOTARY PUBLIC, STATE OF MI
COUNTY OF WAYNE
MY COMMISSION EXPIRES Oct 12, 2019
ACTING IN COUNTY OF Wayne

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
_____, 20____.

Kevin Bennett, Township Attorney

The easement description is approved as to form only by Engineer for the Plymouth Charter Township on
_____, 20____.

David E. Richmond, P.E., Township Engineer

This instrument accepted by the Board of Trustees of the Plymouth Charter Township at its meeting of
_____, 20____, and directed to be recorded.

Nancy Conzelman, Plymouth Charter Township Clerk

Jerry Vorva

Exhibit A

SANITARY SEWER EASEMENT

LEGAL DESCRIPTION - PROPERTY

PART OF THE NORTHEAST 1/4 OF SECTION 26, TOWN 1 SOUTH, RANGE 8 EAST, PLYMOUTH TOWNSHIP, WAYNE COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 26; THENCE PROCEEDING ALONG THE EAST LINE OF SAID SECTION 26, N.01°03'04"W., 699.47 FEET (RECORDED AS 699.60 FEET); THENCE ALONG THE NORTHERLY LINE OF PLYMOUTH ROAD THE FOLLOWING TWO COURSES: 1) N.75°43'00"W., 229.42 FEET AND 2) N.74°55'00"W., 260.79 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE NORTHERLY LINE OF PLYMOUTH ROAD N.74°55'00"W., 300.00 FEET; THENCE ALONG THE EASTERLY LINE OF THE MIDDLE ROUGE PARKWAY N.04°41'46"E., 621.89 FEET; THENCE S.74°55'00"E., 412.13 FEET; THENCE S.15°05'00"W., 611.70 FEET TO THE POINT OF BEGINNING.

SIDWELL NO: 78-029-99-0004-000

CONTAINING 217,806 SQ. FT OR 5.00 ACRES.

LEGAL DESCRIPTION - SANITARY SEWER EASEMENT

A TWENTY (20) FOOT WIDE EASEMENT FOR SANITARY SEWER BEING DESCRIBED ALONG ITS CENTERLINE AS: COMMENCING AT THE EAST 1/4 CORNER OF SECTION 26, TOWN 1 SOUTH, RANGE 8 EAST, PLYMOUTH TOWNSHIP, WAYNE COUNTY, MICHIGAN; THENCE PROCEEDING ALONG THE EAST LINE OF SAID SECTION 26, N.01°03'04"W., 699.47 FEET (RECORDED AS 699.60 FEET); THENCE ALONG THE NORTHERLY LINE OF PLYMOUTH ROAD THE FOLLOWING TWO COURSES: 1) N.75°43'00"W., 229.42 FEET AND 2) N.74°55'00"W., 329.77 FEET TO THE POINT OF BEGINNING; THENCE N.15°38'44"E., 302.87 FEET; THENCE N.15°24'44"E., 187.92 FEET; THENCE N.74°54'48"W., 207.01 FEET TO THE POINT OF ENDING.



ENGINEERS

NOWAK & FRAUS ENGINEERS

46777 WOODWARD AVE.

PONTIAC, MI 48342-5032

TEL (248) 332-7931

FAX (248) 332-0055

PREPARED FOR:

DATE

DRAWN

JOB NO.

SHEET

Exhibit A

SANITARY SEWER EASEMENT



S.74°55'00"E. 412.13'

N.74°54'48"W. 207.01'

N.15°24'44"E. 187.92'

SIDWELL NO.
78-029-99-0004-000

20' WIDE SANITARY
SEWER EASEMENT

N.15°38'44"E. 302.87'

S.15°05'00"W. 611.70'

N.04°41'46"E. 621.89'

Middle Rouge Parkway
(Wayne County Parks Property)

P.O.B. EASEMENT

NORTHERLY LINE OF
PLYMOUTH ROAD

P.O.B. PARCEL

N.74°55'00"W. 300.00'

N.74°55'00"W. 329.77'

PLYMOUTH ROAD
(120' R.O.W.)

N.74°55'00"W. 260.79'

N.75°43'00"W. 229.42'

N.01°03'04"W.

699.60'(R) 699.47'(M)

EAST LINE OF SECTION 26
AND WEST LINE OF SECTION 25

E. 1/4 CORNER
SECTION 26



ENGINEERS

NOWAK & FRAUS ENGINEERS
46777 WOODWARD AVE.
BENTON, MI 48722-5522

F.3

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

Meeting Date: January 24, 2017

ITEM: Request for Vacation of Existing Public Utility Easements

PRESENTER: David Richmond PE, Township Engineer

OTHER INDIVIDUALS IN ATTENDANCE: Patrick Fellrath, Director of Public Services;
and Kevin Bennett, Township Attorney

BACKGROUND: The owner of Plymouth Square Shopping Center, Allstate Development Enterprises, L.L.C., has requested a portion of existing public utility easements, that no longer contain utility lines and are located within the existing Kroger Building envelope be vacated.

ACTION REQUESTED: Approve

BUDGET/ACCOUNT NUMBER: N/A

RECOMMENDATION: Approve

<p>MODEL RESOLUTION: I move to approve vacating the portion of the public utility easements on the subject property, as shown and described on the prepared Exhibits.</p>
--

December 29, 2016

Jana Radtke
Charter Township of Plymouth
9955 N. Haggerty Road,
Plymouth, Michigan 48170
jradtke@plymouthtp.org

Re: Release of municipal water and sewer utility easements at Plymouth Square Shopping Center, 44427-44525 Ann Arbor Road, Plymouth Township, Michigan 48170

Dear Ms. Radtke,

Our firm represents Allstate Development Enterprises, L.L.C., a Michigan limited liability company, which is the owner of Plymouth Square Shopping Center (the "Property"). We understand that you have been in communication with Greg Ash (the "Surveyor"), who surveyed the Property, regarding the termination and release of several right-of-way easements that pass under buildings located on the Property, but which do not contain any actual utility lines. We have prepared draft terminations for these easements which are described more particularly below and are attached to this letter for your review and approval. Also included with this letter are the supporting documents which are described below regarding these easements.

A. Easement granted to the Plymouth Charter Township for the construction and maintenance of municipally owned utilities, recorded July 2, 1984, in Liber 22063, Page 635.

The first right-of-way, which we are requesting be terminated and released, is a municipal easement which is highlighted in blue on the survey attached as **Exhibit A**. The original Easement document granting this right-of-way is attached as **Exhibit B**. Attached as **Exhibit C** is our draft Termination and Release of Easement for this right-of-way. Also attached as **Exhibit D** is a drawing prepared by the Surveyor of the right-of-way. There are no utility lines located in this right-of-way and the adjacent property to the west, known as the Plymouth Square Apartments, is served by a private 12 foot water main easement which is part of that certain First Amendment to Declaration of Easement and Use Restrictions dated April 6, 2012 (the "First Amendment"), and recorded June 6, 2012, in Liber 49881, Page 679. A copy of this First Amendment is attached as **Exhibit E**.

HONIGMAN

Jana Radtke
December 29, 2016
Page 2

B. Easement granted to the Plymouth Charter Township for the construction and maintenance of municipally owned utilities, recorded October 9, 2001, in Liber 34958, Page 671.

The second right-of-way, which we are requesting be released and terminated, is a municipal easement which is highlighted in yellow on the survey attached as Exhibit F. The original Easement document granting this right-of-way is attached as Exhibit G. Attached as Exhibit H is our draft Termination and Release of Easement for this right-of-way. There are no utility lines located in this right-of-way. The Plymouth Square Apartments to the west of the Property is serviced by the 12 foot water main easement granted by the First Amendment attached as Exhibit E discussed in Part A of this letter.

C. Easement granted to the Plymouth Charter Township for the construction and maintenance of a sanitary sewer, storm sewer and water main, recorded August 9, 1979, in Liber 20605, Page 751.

The third right-of-way, which we are requesting a partial release of to narrow the right-of-way, is a municipal utility easement which is outlined in green on the survey attached as Exhibit I. The portion of the right-of-way that is outlined but not shaded in is the portion of the easement that we are requesting be released. The original Easement document granting this right-of-way is attached as Exhibit J. This right-of-way currently is 36 feet wide, and the northern portion of this right-of-way overlaps with the southern boundary of the Kroger building. Attached as Exhibit K is our draft Partial Release of Easement for this right-of-way. This Partial Release of Easement would narrow the right-of-way so that it no longer overlaps with the Kroger building. The remaining right-of-way would be the area that is shaded in green in Exhibit I. We have not yet received the final legal descriptions for the area of the right-of-way to be released or the area of the resulting right-of-way because the Surveyor has been closed due to the holiday season, but we expect to have final legal descriptions early next week. We will provide you with the revised Partial Release of Easement with the final legal description as soon as possible. There is an existing 30 inch storm sewer line and an 8 inch water main located in the southern portion of this right-of-way, both of which would continue to be located within the narrowed right-of-way and would not be affected by this Partial Release of Easement. There are no utilities located in the portion of the right-of-way that we are requesting be released.

Please review the attached documents and let us know if our requested terminations and releases for the three easements (Exhibit C, Exhibit H, and Exhibit K) are approved or if you have any comments thereto. We need to have these documents finalized as soon as possible so please do not hesitate to contact me if you have any questions or comments regarding these easements or our draft releases.

HONIGMAN

Jana Radtke
December 29, 2016
Page 3

Very truly yours,

HONIGMAN MILLER SCHWARTZ AND COHN LLP
Attorneys for Allstate Development Enterprises,
L.L.C.



Bryan Coe

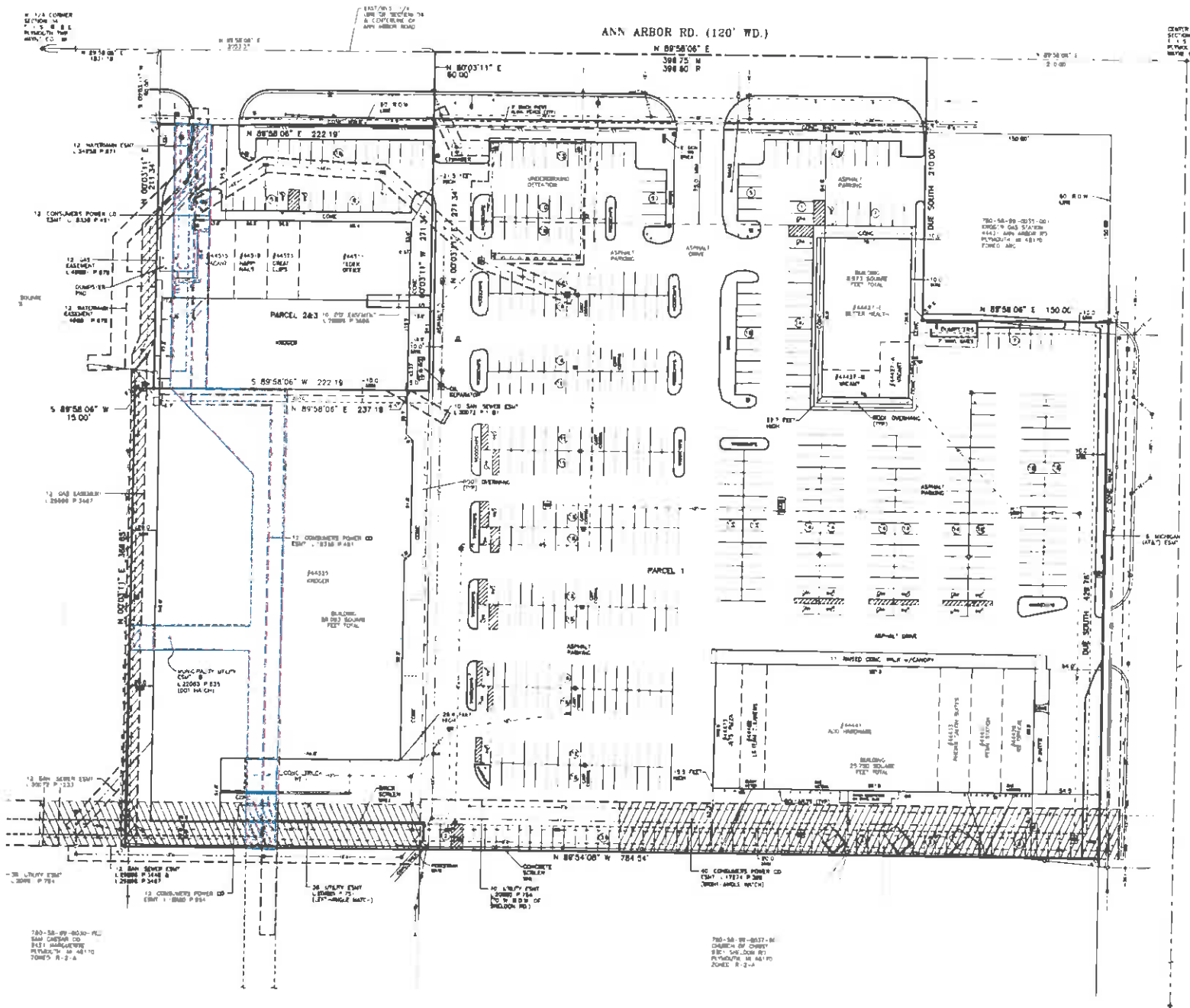
Enclosures

cc: John Breza, Esq.
Douglas Kelin, Esq.
Greg Ash

EXHIBIT A

**Survey Depiction of Easement recorded
July 2, 1984 in Liber 22063, Page 635**

(attached hereto)



ALTA/ACSM LAND TITLE SURVEY PLYMOUTH SQUARE PLAZA

PT. OF THE SW. 1/4 OF SEC. 34, T. 1 S., R. 8 E.,
PLYMOUTH TOWNSHIP, WAYNE COUNTY, MICHIGAN.

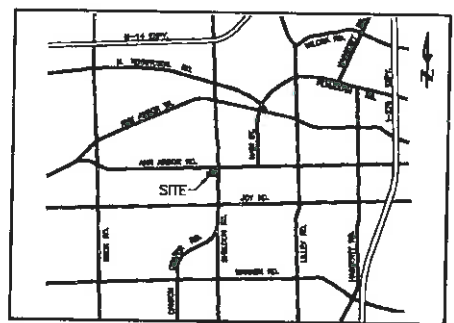


EXHIBIT B

Easement recorded July 2, 1984 in Liber 22063, Page 635

(attached hereto)

G846395

Utility Form
2-83

EASEMENT

U22063A635

J.B. Miller, General Partners for
Plymouth Multiple Partners a Michigan limited partnership
having an address of 42780 Ten Mile, Novi 48050, MI.

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, 42350 Ann Arbor 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 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. 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.

RECORDED JUL 2 1984
FOREST E. YOUNGBLOOD, Register of Deeds
WAYNE COUNTY, MICHIGAN 48226

G846395

1122063 PA 636

IN WITNESS WHEREOF, GRANTOR has executed this instrument on June 13, 1983.

In the presence of:

GRANTOR Plymouth Multiple Partners

Jerry Miller

Rosemary Gaines
Rosemary Gaines

J.B. Miller, General Partner

State of MICHIGAN
County of WAYNE } ss.

The foregoing instrument was acknowledged before me this June 13, 1983,
by J.B. Miller, general partner, Plymouth Multiple Partners

Richard J. Boyce
Notary Public, Wayne County, Michigan
Richard J. Boyce
My commission expires: March 2, 1985

This instrument drafted by:

Township Clerk
Plymouth Charter Township
42350 Ann Arbor 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 only by the Attorney for the Plymouth
Charter Township, on JUN 11 1984, 1984.

Donald C. Morgan, J.D.
Donald C. Morgan, J.D., Township Attorney
Attorney & Counselor at Law
915 WING STREET
Plymouth, Michigan 48170

This instrument approved as to form only by Engineer Michael J. Bailey
on MARCH 16, 1984.

Michael J. Bailey, P.E.
Michael J. Bailey, P.E., Township Engineer

This instrument accepted by the Board of Trustees of the Plymouth Charter Township at
its meeting of June 26, 1984, and directed to be recorded.

PLYMOUTH CHARTER TOWNSHIP

Esther Hulsing
Esther Hulsing, Clerk

This instrument after recording return to:

Township Clerk
Plymouth Charter Township
42350 Ann Arbor Road
Plymouth, Michigan 48170

UNDERNEATH ALL SIGNATURES, THE NAMES MUST BE PRINTED OR TYPED.

EXHIBIT A

SANITARY AND WATER EASEMENTS FOR
PLYMOUTH SQUARE APARTMENTS

LI 22063 PA 637

Sanitary and water easements in the SW $\frac{1}{4}$ of Section 34, T. 1 S., R. 8 E.,
Plymouth Township, Wayne County, Michigan, being more particularly described
as:

Easement 'A'

Commencing at the W. $\frac{1}{4}$ corner of said Section 34, thence N. $89^{\circ} 59' 40''$ E.
1562.10 feet along the E/W $\frac{1}{4}$ line of said Section 34; thence S. $00^{\circ} 01' 50''$ E.
355.00 feet to the point of beginning; thence N. $89^{\circ} 59' 40''$ E. 22.50 feet;
thence S. $00^{\circ} 01' 50''$ E. 75.00 feet; thence N. $89^{\circ} 59' 40''$ E. 22.50 feet;
thence S. $00^{\circ} 01' 50''$ E. 385.00 feet; thence S. $89^{\circ} 59' 40''$ W. 45.00 feet;
and thence N. $00^{\circ} 01' 50''$ W. 460.00 feet to the point of beginning.

Easement 'B'

Commencing at the W. $\frac{1}{4}$ corner of said Section 34; thence N. $89^{\circ} 59' 40''$ E.
1844.10 feet along the E/W $\frac{1}{4}$ line of said Section 34; thence S. $00^{\circ} 01' 40''$ E.
60.00 feet to the point of beginning; thence N. $89^{\circ} 59' 40''$ E. 30.17 feet;
thence S. $00^{\circ} 04' 45''$ W. 211.34 feet; thence N. $89^{\circ} 59' 40''$ E. 64.13 feet;
thence S. $00^{\circ} 01' 50''$ E. 590.00 feet; thence S. $89^{\circ} 59' 40''$ W. 25.30 feet;
thence N. $00^{\circ} 01' 50''$ W. 381.00 feet; thence S. $89^{\circ} 59' 40''$ W. 97.00 feet;
thence N. $00^{\circ} 01' 50''$ W. 20.00 feet; thence N. $89^{\circ} 59' 40''$ E. 97.00 feet;
thence N. $00^{\circ} 01' 50''$ W. 121.66 feet; thence N. $45^{\circ} 01' 50''$ W. 96.12 feet;
and thence N. $00^{\circ} 04' 45''$ E. 210.71 feet to the point of beginning.

EXHIBIT C

**Termination and Release of Easement recorded
July 2, 1984 in Liber 22063, Page 635**

(attached hereto)

TERMINATION AND RELEASE OF EASEMENT

THIS TERMINATION AND RELEASE OF EASEMENT is made this ____ day of _____, 201_ by Plymouth Charter Township, a Michigan municipal corporation, whose address is 42350 Ann Arbor Road, Plymouth, Michigan 48170 (the "Grantee") in favor of Allstate Development Enterprises, L.L.C, a Michigan limited liability company, whose address is 6960 Orchard Lake road, Suite 300, West Bloomfield, Michigan 48322 ("Owner").

RECITALS

A. J.B. Willer, General Partners for Plymouth Multiple Partners, a Michigan limited partnership ("Grantor") and Grantee entered into that certain Easement dated June 26, 1984 and recorded July 2, 1984 in Liber 22063, Page 635, Wayne County Register of Deeds (the "Easement"), whereby the Grantor granted to Grantee an easement and right of way for the purposes of installation, inspection, maintenance, repair, operation and removal of municipally owned utilities, including without limitation water, storm sewer and sanitary sewer and connections thereto (the "Easement Rights") in, upon and across certain lands now owned by Owner in Wayne County, Michigan, more particularly described on **Exhibit A** attached hereto and incorporated herein by this reference (the "Property").

B. The area of the Property affected by the Easement is more particularly described on **Exhibit B** attached hereto and incorporated herein by this reference.

C. Grantee desires to permanently release, vacate, discharge and terminate all of its right, title, interest and obligations in and to the Easement affecting the Property.

NOW, THEREFORE, Grantee hereby releases, vacates, discharges and terminates the Easement to the extent it affects the Property and quitclaims unto Owner, and its successors and assigns forever, all rights, title, interest and obligation that Grantee may have in and to the Easement Rights. From and after the date hereof, the Property shall not be burdened or encumbered by the Easement in any way whatsoever.

[Remainder of page intentionally left blank; signature page follows.]

**[SIGNATURE PAGE TO
TERMINATION AND RELEASE OF EASEMENT]**

IN WITNESS WHEREOF, the undersigned has caused this Termination and Release of Easement to be executed as of the day and at first above written.

PLYMOUTH CHARTER TOWNSHIP, a Michigan
municipal corporation

By: _____
Name: _____
Its: _____

STATE OF MICHIGAN)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 201_, by _____, the _____ of PLYMOUTH CHARTER TOWNSHIP, a Michigan municipal corporation, on behalf of the municipal corporation.

_____, Notary Public
Acting in and for _____ County, MI
My Commission Expires: _____

Prepared by and
when recorded return to:

Douglas Kelin, Esq.
Honigman Miller Schwartz and Cohn LLP
660 Woodward Avenue
2290 First National Building
Detroit, Michigan 48226-3506

EXHIBIT A

Legal Description

PARCEL 1:

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 396.60 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 SHELDON ROAD (120 FEET WIDE); THENCE DUE SOUTH 429.76 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. 237.19 FEET; THENCE N. 00°03'11" E. 271.34 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

THAT PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 34, TOWN 1 SOUTH, RANGE 8 EAST, PLYMOUTH TOWNSHIP, WAYNE COUNTY, MICHIGAN, DESCRIBED AS: BEGINNING AT A POINT ON THE SOUTH LINE OF ANN ARBOR ROAD, DISTANT WEST 606.60 FEET AND SOUTH 53.0 FEET FROM THE CENTER 1/4 CORNER OF SECTION 34; AND PROCEEDING THENCE WEST ALONG SAID SOUTH LINE 179.0 FEET; THENCE SOUTH 218.34 FEET; THENCE EAST 179.0 FEET; THENCE NORTH 218.34 FEET TO THE POINT OF BEGINNING.

PARCEL 3:

PART OF THE SOUTHWEST 1/4 OF SECTION 34, TOWN 1 SOUTH, RANGE 8 EAST, PLYMOUTH TOWNSHIP, WAYNE COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 34; THENCE NORTH 89 DEGREES 58 MINUTES 06 SECONDS EAST 1831.18 FEET ALONG THE EAST AND WEST 1/4 LINE OF SAID SECTION 34, SAID LINE ALSO BEING THE CENTERLINE OF ANN ARBOR ROAD (120 FEET WIDE); THENCE SOUTH 00 DEGREES 03 MINUTES 11 SECONDS WEST 60.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF SAID ANN ARBOR ROAD, SAID POINT BEING THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 58 MINUTES 06 SECONDS EAST 43.19 FEET ALONG SAID SOUTH RIGHT OF WAY LINE; THENCE SOUTH 00 DEGREES 03 MINUTES 11 SECONDS WEST 211.34 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 06 SECONDS WEST 43.19 FEET; AND THENCE NORTH 00 DEGREES 03 MINUTES 11 SECONDS EAST 211.34 FEET TO THE POINT OF BEGINNING

PARCELS 2 AND 3 NOW DESCRIBED ON TAX ROLL AS:

PART OF THE SOUTHWEST 1/4 OF SECTION 34, T. 1 S., R. 8 E., TOWNSHIP OF PLYMOUTH, WAYNE COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS:
COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 34; THENCE N. 89°58'06" E. 1831.18 FEET ALONG THE EAST/WEST 1/4 LINE, SAID LINE ALSO BEING THE CENTERLINE OF ANN ARBOR ROAD (120 FEET WIDE); THENCE S. 00°03'11" W. 60.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF SAID ANN ARBOR ROAD, SAID POINT BEING THE POINT OF BEGINNING; THENCE N. 89°58'06" E. 222.19 FEET ALONG SAID SOUTH RIGHT OF WAY LINE; THENCE S. 00°03'11" W. 211.34 FEET; THENCE S. 89°58'06" W. 222.19 FEET; THENCE N. 00°03'11" E. 211.34 FEET TO THE POINT OF BEGINNING.

ALSO DESCRIBED AS:

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 396.60 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 SHELDON ROAD (120 FEET WIDE); THENCE DUE SOUTH 429.76 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. 237.19 FEET; THENCE N. 00°03'11" E. 211.34 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF ANN ARBOR ROAD; THENCE N. 89°58'06" E. 222.19 FEET ALONG SAID SOUTH RIGHT OF WAY LINE OF ANN ARBOR ROAD; AND THENCE N. 00°03'11" E. 60.00 FEET TO THE POINT OF BEGINNING.

EXHIBIT B

Easement Area

Sanitary and water easements in the SW ¼ of Section 34, T. 1 S., R. 8 E., Plymouth Township, Wayne County, Michigan, being more particularly described as:

Easement 'A'

Commencing at the W. ¼ corner of said Section 34, thence N. 89° 59' 40" E. 1562.10 feet along the E/W ¼ line of said Section 34; thence S. 00° 01' 50" E. 355.00 feet to the point of beginning; thence N. 89° 59' 40" E. 22.50 feet; thence S. 00° 01' 50" E. 75.00 feet; thence N. 89° 59' 40" E. 22.50 feet; thence S. 00° 01' 50" E. 385.00 feet; thence S. 89° 59' 40" W. 45.00 feet; and thence N. 00° 01' 50" W. 460.00 feet to the point of beginning.

Easement 'B'

Commencing at the W. ¼ corner of said Section 34; thence N. 89° 59' 40" E. 1844.10 feet along the E/W ¼ line of said Section 34; thence S. 00° 01' 40" E. 60.00 feet to the point of beginning; thence N. 89° 59' 40" E. 30.17 feet; thence S. 00° 04' 45" W. 211.34 feet; thence N. 89° 59' 40" E. 64.13 feet; thence S. 00° 01' 50" E. 590.00 feet; thence S. 89° 59' 40" W. 25.30 feet; thence N. 00° 01' 50" W. 381.00 feet; thence S. 89° 59' 40" W. 97.00 feet; thence N. 00° 01' 50" W. 20.00 feet; thence N. 89° 59' 40" E. 97.00 feet; thence N. 00° 01' 50" W. 121.66 feet; thence N. 45° 01' 50" W. 96.17 feet; and thence N. 00° 04' 45" E. 210.71 feet to the point of beginning.

EXHIBIT D

**Drawing of Easement recorded
July 2, 1984 in Liber 22063, Page 635**

(attached hereto)



SKETCH OF EASEMENT



ANN ARBOR RD. (120' WD.)

W. 1/4 CORNER
SECTION 34,
T. 1 S., R. 8 E.,
PLYMOUTH TWP.,
WAYNE CO., MI

EAST/WEST 1/4
LINE OF SECTION 34
& CENTERLINE OF
ANN ARBOR ROAD

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

NORTH/SOUTH 1/4
LINE OF SECTION 34
& CENTERLINE OF
ANN ARBOR ROAD

SHELDON RD. (120' WD.)

KROGER SITE

TOWNSHIP EASEMENT
AS RECORDED IN LIBER
22063 PAGE 635 W.C.R.
(PORTION TO BE VACATED)

GLA SURVEYORS & ENGINEERS

8495 N. TERRITORIAL RD.
PLYMOUTH, MI 48170

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

CLIENT:

FIRST HOLDING MANAGEMENT COMPANY
6960 ORCHARD LKE ROAD, SUITE 300
WEST BLOOMFIELD, MI 48322

DATE: 12/13/16
JOB NO.: 1020-0003
FILE NO.: 1020-003

SCALE: 0' 100' 200'
1" = 100'

SHEET:
2 OF 2

DRAWN BY:
G.L.B.

NOTE: GLA SURVEYORS & ENGINEERS, INC. ASSUMES NO RESPONSIBILITY

EXHIBIT E

**First Amendment to Declaration of Easement
and Use Restrictions dated April 6, 2012**

(attached hereto)

2012 JUN -6 PM 3:13

Bernard J. Youngblood
Wayne County Register of Deeds

June 06, 2012 03:16 PM

Inst:2012255111 AND Pages:23

Liber:49881 Page:679



FIRST AMENDMENT TO DECLARATION
OF EASEMENTS AND USE RESTRICTIONS

COMMERCIAL
56243016 AE

This First Amendment to Declaration of Easements and Use Restrictions (this "Amendment"), made and entered into as of the 6th day of April, 2012, by and between Sam Cassar-Plymouth Square Apartments Limited Liability Company, a Michigan limited liability company, f/k/a PJD Realty Enterprises Limited Liability Company, a Michigan limited liability company, of 29226 Orchard Lake Road, Suite 200, Farmington Hills, Michigan 48334-2992 (hereinafter "Cassar"), and Allstate Development Enterprises, L.L.C., a Michigan limited liability company, of 6960 Orchard Lake Road, Suite 300, West Bloomfield, Michigan 48322 ("Allstate"), and The Kroger Co. of Michigan, a Michigan corporation, of 40399 Grand River Avenue, Suite 110, Novi, Michigan 48375 ("Kroger").

WITNESSETH:

WHEREAS, Cassar is the current fee owner of property located in the Township of Plymouth, Wayne County, Michigan, more particularly described in attached Exhibit A (the "PJD Parcel"); and

WHEREAS, Allstate is the current fee owner of property located in the Township of Plymouth, Wayne County, Michigan, more particularly described in attached Exhibit B (the "Original Allstate Parcel"); and

WHEREAS, both the PJD Parcel and Allstate Parcel are subject to a Declaration of Easements and Use Restrictions as recorded July 2, 1998, in Liber 29896, Page 3467, Wayne County Records (the "Declaration"), which includes, among other things, the establishment of a 12 foot wide water line easement (the "Water Line Easement") and a 12 foot wide gas easement (the "Gas Easement") across both parcels; and

WHEREAS, Allstate acquired certain property which is located adjacent to the Original Allstate Parcel and more particularly described in attached Exhibit B-1 (the "Big Boy Parcel"); and

WHEREAS, the parties desire that all references to the Allstate Parcel herein and in the Declaration include and comprise of the Original Allstate Parcel and the Big Boy Parcel, as such combined property is more particularly described in attached Exhibit B-2; and

WHEREAS, Kroger, as tenant of Allstate desires to expand the building in which it is currently located and as a part of such expansion and construction of improvements, Allstate and Kroger require the relocation of portions of the Water Line Easement and the Gas Easement on both the PJD Parcel and the Allstate Parcel; and

WHEREAS, the parties have agreed to the relocation of portions of the Water Line Easement and the Gas Easement in accordance with the terms and conditions hereinafter set forth.

81.00

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

I. Relocation of Water Line and Gas Easements.

- a. Relocation of Water Line Easement. Cassar and Allstate hereby agree to the relocation of a portion of the Water Line Easement as depicted on attached Exhibit C and more particularly described in attached Exhibit D (the "Relocated Water Line Easement"); provided, however, that the relocated Water Line must be completed and operational on or before December 31, 2012.
 - b. Relocation of Gas Easement. Cassar and Allstate hereby agree to the relocation of a portion of the Gas Easement as depicted on attached Exhibit E and more particularly described in attached Exhibit F (the "Relocated Gas Easement"); provided, however, that the relocated Gas Line must be completed and operational on or before December 31, 2012.
 - c. Termination of Existing Easements. As part of the relocation of the Water Line Easement and Gas Easement, the parties agree and acknowledge that upon completion of construction and commencement of the operation of the Water Line and the Gas Line included within the Relocated Water Line Easement and Relocated Gas Easement: (i) the portion(s) of all existing easements located within the Big Boy Parcel are hereby terminated and replaced by the portions of the Relocated Water Line Easement and Relocated Gas Easement that are located on the Big Boy Parcel; and (ii) the relocated portions of the existing Water Line Easement and Gas Line Easement which no longer contain the Water Line and Gas Line, respectively, are hereby terminated and replaced by the portions of the Relocated Water Line Easement and Relocated Gas Easement that are located on the PJD Parcel.
 - d. Definitions and Effect.
 - (i) The parties acknowledge and agree that the Relocated Water Line Easement shall hereafter be deemed part of the "Water Line Easement" and the water lines installed thereunder shall be deemed part of the "Water Lines," as defined in paragraph 1.B. of the Declaration, and the Relocated Gas Easement shall hereafter be deemed part of the "Gas Line Easement" and the gas lines installed thereunder shall be deemed part of the "Gas Lines," as defined in paragraph 1.C. of the Declaration; and
 - (ii) The portions of the Relocated Water Line Easement and the Relocated Gas Easement located on the Allstate Parcel shall hereafter be deemed part of the "PJD Parcel Easement" and the lines installed thereunder shall hereafter be deemed part of the "PJD Parcel Lines," as defined in paragraph 2.A. of the Declaration; and
 - (iii) As a result of all of the foregoing, by way of example and not limitation, the Relocated Water Line Easement and the Relocated Gas Easement shall each be deemed a part of a perpetual underground easement to (i) construct, install, repair, maintain, and replace underground Water Lines and Gas Lines, as the case may be, for the benefit of the Allstate Parcel described in the Declaration and (ii) inspect, operate, maintain, repair, replace and remove the PJD Parcel Lines for the benefit of the PJD Parcel described in the Declaration.
2. Exhibit B. Exhibit B of the Declaration is deleted in its entirety and replaced with Exhibit B-2 attached hereto, and all references to the Allstate Parcel herein and in the Declaration include and comprise of the Allstate Parcel as described in Exhibit B-2 attached hereto.
 3. Remaining Terms of Declaration. Except as expressly set forth above, all of the terms, conditions, covenants and agreements set forth in the Declaration shall remain in full force and effect.

4. Other Easements. Except as they might be expressly affected by the amendments and terminations set forth above, any and all other easements and restrictions of record affecting the PJD Parcel and the Allstate Parcel, including, but not limited to, those contained in the Declaration, shall remain in full force and effect.
5. Miscellaneous.
- a. Governing Law. This Amendment shall be governed by and construed according to the laws of the State of Michigan.
 - b. Entire Agreement and Severability. This Amendment constitutes the entire agreement of the parties as to the subject matter contained herein. Wherever possible, each provision of this Amendment shall be interpreted in such manner as to be effective and valid under applicable law, and should any portion of this Amendment be declared invalid for any reason, such declaration shall have no effect on the remaining portions of this Amendment.
 - c. Amendment. This Amendment shall not be amended or modified except by written instrument signed by the parties hereto.
 - d. Binding Agreement. The terms, conditions and covenants contained in this Amendment shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.
 - e. Construction of Terms. The terms and conditions of this Amendment have been negotiated by the parties, each of whom has conferred with or had the opportunity to confer with legal counsel, and none of the terms and conditions contained herein shall be construed either for or against any party.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

2012255111 Page 4 of 23

IN WITNESS WHEREOF, the parties have executed this First Amendment to Declaration of Easements and Use Restrictions as of April 6, 2012.

**SAM CASSAR-PLYMOUTH SQUARE
APARTMENTS LIMITED LIABILITY COMPANY**
a Michigan limited liability company f/k/a
PJD Realty Enterprises Limited Liability Company

By: Sam Cassar Company, a Michigan
limited partnership
Its: Sole Member

By:

Charles E. Cassar
Charles E. Cassar, as Trustee of the
Charles E. Cassar Revocable Living
Trust u/a/d September 4, 1992

Its:

General Partner

STATE OF MICHIGAN, COUNTY OF Oakland

The foregoing instrument was acknowledged before me this 9 day of April, 2012, by Charles E. Cassar, Trustee of the Charles E. Cassar Revocable Living Trust u/a/d September 4, 1992, General Partner of Sam Cassar Company, a Michigan limited partnership, sole member of Sam Cassar-Plymouth Square Apartments Limited Liability Company, a Michigan limited liability company, f/k/a PJD Realty Enterprises Limited Liability Company, on behalf of said company.

Margaret Gauchenzor
Wayne, Notary Public
County, Michigan
Acting in Oakland County
My commission expires: 9-20-14

MARGARET GAUCHENZOR
NOTARY PUBLIC, STATE OF MI
COUNTY OF WAYNE
MY COMMISSION EXPIRES 9-20-2014
ACTING IN COUNTY OF Oakland

IN WITNESS WHEREOF, the parties have executed this First Amendment to Declaration of Easements and Use Restrictions as of April 2, 2012.

ALLSTATE DEVELOPMENT ENTERPRISES,
L.L.C., a Michigan limited liability company

By: Marsha Kifferstein
Name: Marsha Kifferstein
Its: Authorized Representative

STATE OF MICHIGAN, COUNTY OF Oakland

The foregoing instrument was acknowledged before me this 2nd day of April, 2012, by Marsha Kifferstein, Authorized Representative of Allstate Development Enterprises, L.L.C., a Michigan limited liability company, on behalf of said limited liability company.

Kimberley T. Meyers
Macomb County, Michigan
Acting in Oakland County
My commission expires: 9/10/2014

KIMBERLEY T. MEYERS
Notary Public, Macomb County, Michigan
My Commission Expires September 10, 2014

2012255111 Page 6 of 23

IN WITNESS WHEREOF, the parties have executed this First Amendment to Declaration of Easements and Use Restrictions as of April 9, 2012.

THE KROGER CO. OF MICHIGAN,
a Michigan corporation

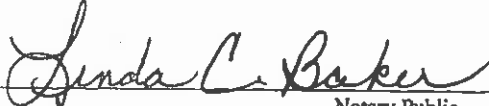
By: 

Richard L. Goings

Its PresidentSTATE OF MICHIGAN, COUNTY OF Oakland

The foregoing instrument was acknowledged before me this 9th day of April, 2012, by Richard L. Goings, President of The Kroger Co. of Michigan, a Michigan corporation, on behalf of said corporation.

LINDA C. BAKER
Notary Public, State of Michigan
County of Wayne
My Commission Expires Dec. 17, 2017
Acting in the County of


_____, Notary Public
Wayne County, Michigan
Acting in Oakland County
My commission expires: Dec. 17, 2017

This Instrument Prepared By
And When Recorded Return to:

Bruce N. Elliott
Conlin, McKenney & Philbrick, P.C.
350 S. Main Street, Suite 400
Ann Arbor, Michigan 48104-2131
(734) 761-9000

Title Source Inc.
1450 W Long Lake Rd.
Suite 400
Troy, MI 48098

* Hold for Pickup

2012255111 Page 7 of 23

EXHIBIT A

PJD Parcel

See attached

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

Commencing at the West one-quarter corner of said Section 34; thence North 89 degrees 58 minutes 06 seconds East 1562.10 feet along the East and West one-quarter line of said Section 34, said line also being the centerline of Ann Arbor Road (120 feet wide); thence South 00 degrees 03 minutes 24 seconds East 60.00 feet to a point on the South right of way line of Ann Arbor Road, said point being the point of beginning; thence North 89 degrees 58 minutes 06 seconds East 268.97 feet along said South right of way line; thence South 00 degrees 03 minutes 11 seconds West 211.34 feet; thence South 89 degrees 58 minutes 06 seconds West 15.00 feet; thence South 00 degrees 03 minutes 11 seconds West 366.65 feet; thence South 89 degrees 54 minutes 08 seconds East 237.19 feet; thence South 00 degrees 03 minutes 11 seconds West 300.25 feet; thence North 89 degrees 55 minutes 34 seconds West 489.49 feet; and thence North 00 degrees 03 minutes 24 seconds West 877.88 feet to the point of beginning.

EASEMENT PARCEL:

Non-exclusive easements as created, limited and defined in Declaration of Easements and Use Restrictions recorded in Liber 29896, Page 3467.

Commonly known as 9421 Marguerite, Plymouth, Michigan

Tax I.D. # 78-058-99-0030-702

2012255111 Page 9 of 23

EXHIBIT D

Original Allstate Parcel

See attached

Part of the Southwest $\frac{1}{4}$ of Section 34, Town 1 South, Range 8 East, Plymouth Township, Wayne County, Michigan, described as:

Commencing at the West $\frac{1}{4}$ corner of said Section 34; thence North 89 degrees 58 minutes 06 seconds East 2053.37 feet along the East and West $\frac{1}{4}$ 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 North 89 degrees 58 minutes 06 seconds East 396.75 feet (described as 396.60 feet) along said centerline; thence Due South 210.00 feet; thence North 89 degrees 58 minutes 06 seconds East 150.00 feet to a point on the West right of way line of Sheldon Road (120 feet wide); thence Due South 429.78 feet along said West right of way line; thence North 89 degrees 54 minutes 08 seconds West 784.54 feet; thence North 00 degrees 03 minutes 11 seconds East 366.65 feet; thence North 89 degrees 58 minutes 06 seconds East 237.19 feet; and thence North 00 degrees 03 minutes 11 seconds East 271.34 feet to the POINT OF BEGINNING. Containing 9.30 acres of land, more or less. Subject to the rights of the public over the North 80 feet for Ann Arbor Road (120 feet wide). Also subject to any and all other easements or rights of way of record, if any.

EXHIBIT B-1**Big Boy Parcel****PARCEL 1:**

Part of the East 1/2 of the Southwest 1/4 of Section 34, Town 1 South, Range 8 East, Township of Plymouth, Wayne County, Michigan, described as follows: Beginning at a point on the South line of Ann Arbor Road, distant West 606.60 feet, and South 53.0 feet from the Center 1/4 corner of Section 34; thence West along said South line 179.00 feet; thence South 218.34 feet; thence East 179.0 feet; thence North 218.34 feet to the point of beginning.

PARCEL 2:

Part of the Southwest 1/4 of Section 34, Town 1 South, Range 8 East, Township of Plymouth, Wayne County, Michigan, described as follows: Commencing at the West 1/4 corner of said Section 34; thence North 89 degrees 58 minutes 06 seconds East 1831.18 feet along the East and West 1/4 line, said line also being the centerline of Ann Arbor Road (120 feet wide); thence South 00 degrees 03 minutes 11 seconds West 60.00 feet to a point on the South right of way line of said Ann Arbor Road, said point being the point of beginning; thence North 89 degrees 58 minutes 06 seconds East 43.19 feet along said South right of way line; thence South 00 degrees 03 minutes 11 seconds West 211.34 feet; thence South 89 degrees 58 minutes 06 seconds West 43.19 feet; thence North 00 degrees 03 minutes 11 seconds East 211.34 feet to the point of beginning.

EXHIBIT B-2**Allstate Parcel****LEGAL DESCRIPTION OF COMBINED PLYMOUTH SQUARE PLAZA AND BIG BOY RESTAURANT PARCELS**

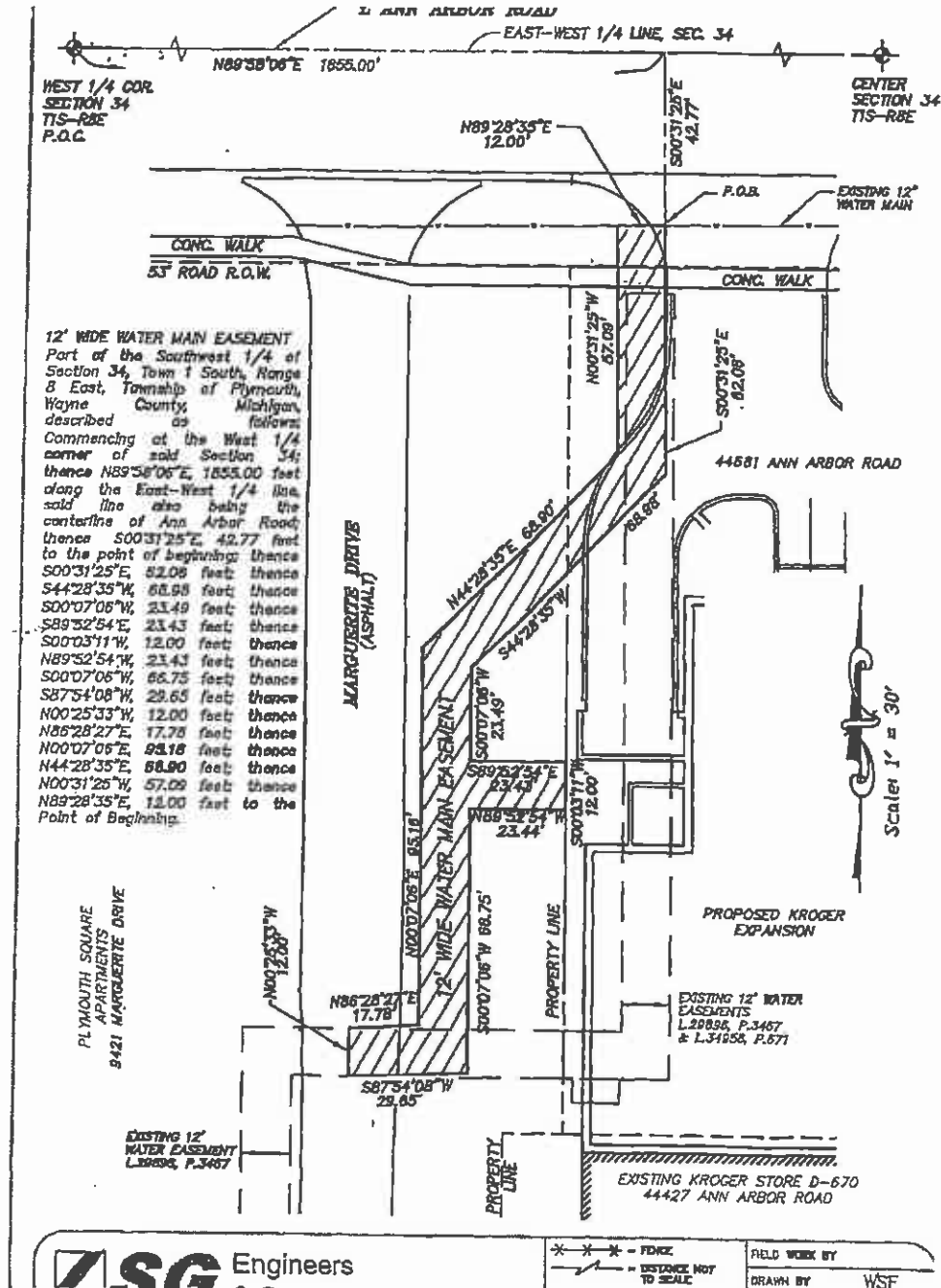
PART OF THE SOUTHWEST 1/4 OF SECTION 34, T. 1 S., R. 8 E., PLYMOUTH TOWNSHIP, WAYNE COUNTY, MICHIGAN, DESCRIBED AS:
COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 34; THENCE N. 89°58'06" E. 2053.37 FEET ALONG THE EAST/WEST 1/4 LINE OF SAID SECTION 34, SAID LINE ALSO BEING THE CENTERLINE OF ANN ARBOR ROAD TO THE POINT OF BEGINNING; THENCE CONTINUING N. 89°58'06" E. 396.75 FEET (DESCRIBED AS 396.60 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 (60 FEET FROM CENTERLINE); THENCE DUE SOUTH 429.76 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. 211.34 FEET; THENCE N. 89°58'06" E. 43.19 FEET; THENCE N. 00°03'11" E. 7.00 FEET; THENCE N. 89°58'06" E. 179.00 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.

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EXHIBIT C

Relocated Water Line Easement Depiction

See attached



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EXHIBIT D

Relocated Water Line Easement Description

See attached

12' WIDE WATER MAIN EASEMENT

Part of the Southwest 1/4 of Section 34, Town 1 South, Range 8 East, Township of Plymouth, Wayne County, Michigan, described as follows; Commencing at the West 1/4 corner of said Section 34; thence N89°58'06"E, 1855.00 feet along the East-West 1/4 line, said line also being the centerline of Ann Arbor Road; thence S00°31'25"E, 42.77 feet to the point of beginning; thence S00°31'25"E, 62.06 feet; thence S44°28'35"W, 68.98 feet; thence S00°07'06"W, 23.48 feet; thence S89°52'54"E, 23.43 feet; thence S00°03'11"W, 12.00 feet; thence N89°52'54"W, 23.44 feet; thence S00°07'06"W, 66.75 feet; thence S87°54'08"W, 29.85 feet; thence N00°25'33"W, 12.00 feet; thence N86°28'27"E, 17.78 feet; thence N00°07'06"E, 95.16 feet; thence N44°28'35"E, 68.90 feet; thence N00°31'25"W, 57.09 feet; thence N89°28'35"E, 12.00 feet to the Point of Beginning.

2012255111 Page 17 of 23

EXHIBIT E

Relocated Gas Easement Depletion

See attached

EXHIBIT F

Relocated Gas Easement Description

See attached

2012255111 Page 20 of 23

12' WIDE GAS MAIN EASEMENT

Part of the Southwest 1/4 of Section 34, Town 1 South, Range 8 East, Township of Plymouth, Wayne County, Michigan, described as follows; Commencing at the West 1/4 corner of said Section 34; thence N89°58'06"E, 1871.91 feet along the East-West 1/4 line, said line also being the centerline of Ann Arbor Road; thence S01°20'37"W, 46.97 feet to the point of beginning; thence S01°20'37"W, 58.44 feet; thence S44°28'35"W, 54.80 feet; thence S00°03'11"W, 86.77 feet; thence S21°16'59"W, 16.64 feet; thence S00°00'09"W, 26.78 feet; thence N89°59'51"W, 12.00 feet; thence N00°00'09"E, 29.04 feet; thence N21°16'59"E, 16.64 feet; thence N00°03'11"E, 89.42 feet; thence N44°28'35"E, 54.96 feet; thence N01°20'37"E, 53.32 feet; thence N89°31'39"E, 12.01 feet to the Point of Beginning.

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LENDER'S CONSENT

TCF NATIONAL BANK, a national banking association, of 17440 College Parkway, Livonia, Michigan 48152 ("Lender"), being the current holder and mortgagee under that certain Mortgage on the PJD Parcel given by Sam Cassar-Plymouth Square Apartments Limited Liability Company, a Michigan limited liability company, f/k/a PJD Realty Enterprises Limited Liability Company, dated as of June 30, 2011 and recorded July 8, 2011, in Liber 49268, Pages 434-448, Wayne County Records ("Mortgage"), hereby joins in this Amendment in order to evidence its consent thereto.

Lender further subordinates its rights under the above-described Mortgage to the rights granted by this Amendment.

LENDER:

TCF NATIONAL BANK, a national banking
association

By: 

Name: Andrew C. Helmuth

Its: Vice President

STATE OF MICHIGAN, COUNTY OF Wayne

The foregoing instrument was acknowledged before me this 19 day of April, 2012,
by Andrew C. Helmuth, Vice President of TCF National Bank, a national banking association, on behalf of said
national banking association.



, Notary Public

MARY E. MCQUOWN
Notary Public, Washtenaw County, Michigan
Acting in Wayne County, Michigan
My Commission Expires May 26, 2013

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

LENDER'S CONSENT

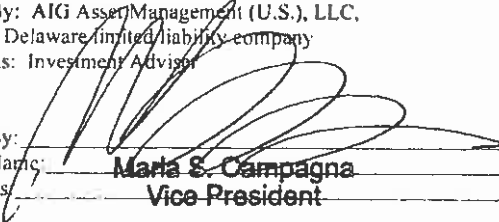
AMERICAN GENERAL LIFE AND ACCIDENT INSURANCE COMPANY, a Tennessee corporation, of c/o AIG Asset Management, 1999 Avenue of the Stars, 38th Floor, Los Angeles, CA 90067 ("Lender"), being the current holder and mortgagee under that certain Mortgage on a portion of the Allstate Parcel given by Allstate Development Enterprises, L.L.C., a Michigan limited liability company, dated as of January 4, 2007 and recorded January 18, 2007, as Instrument No. 207030973 in Liber 45858, Pages 379, Wayne County Records ("Mortgage"), hereby joins in this Amendment in order to evidence its consent thereto.

Lender further subordinates its rights under the above-described Mortgage to the rights granted by this Amendment.

LENDER:

AMERICAN GENERAL LIFE AND ACCIDENT
INSURANCE COMPANY, a Tennessee corporation

By: AIG Asset Management (U.S.), LLC,
a Delaware limited liability company
Its: Investment Advisor

By: 
Name: Maria S. Campagna
Its: Vice President

STATE OF _____, COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2012,
by _____, the _____ of AIG Asset Management (U.S.), LLC, a
Delaware limited liability company, the investment adviser of American General Life and Accident Insurance
Company, a Tennessee corporation, on behalf of said corporation.

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

H:\BNE\F\C\Sam Cassar Company\2012\First Amendment to Declaration-BNE 3.13.12.doc

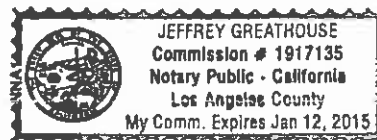
See attached

ACKNOWLEDGMENT

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

On APRIL 3, 2012 before me, JEFFREY GREATHOUSE, Notary Public, personally appeared MARLA S. CAMPAGNA, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing is true and correct.



Witness my hand and official seal.

Signature [Handwritten Signature] (Seal)

EXHIBIT F

**Survey Depiction of Easement recorded
October 9, 2001 in Liber 34958, Page 671**

(attached hereto)

EXHIBIT G

Easement recorded October 9, 2001 in Liber 34958, Page 671

(attached hereto

Liber-34958 Page-671

201477053 10/09/2001

Bernard J. Youngblood, Wayne Co. Register of Deeds

EASEMENTUtility Form
2-83 Rev. 1-87
4-87Plymouth Big Boy Corporation, a Michigan Corporation

(print or type name of person(s) or organization granting easement)

having an address of 44681 Ann Arbor Road, Plymouth, Michigan, 48170 (Big Boy)

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, 42350 Ann Arbor 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 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. 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.

EAS 3P (A)

221440 1305

Liber-34958 Page-672

IN WITNESS WHEREOF, GRANTOR has executed this instrument on October 14, 1998.

In the presence of:

Susan Grayson
SUSAN GRAYSON (print or type name)Eric Kubiak
ERIC KUBIAK (print or type name)State of Michigan)
County of Oakland)ss.

GRANTOR

Plymouth Big Boy Corporation

By:

Its:

President

Imad Hakkani (print or type name)
IMAD HAKKANI

(print or type name)

The foregoing instrument was acknowledged before me this 14 day of October
1998, by Imad Hakkani of Plymouth Big Boy Corporation, a Michigan Corporation.
(print grantor names and titles, if any)AMY E. MOUCH
NOTARY PUBLIC - WAYNE COUNTY, MI
MY COMMISSION EXP. 07/15/2001Amy E. Mouch
Notary Public, Wayne County, MichiganMy commission expires: 7/15/01

This instrument drafted by:

Township Clerk
Plymouth Charter Township
42350 Ann Arbor Road
Plymouth, Michigan 48170

After recording return this instrument to:

Township Clerk
Plymouth Charter Township
42350 Ann Arbor 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
October 27, 1998.Ronald E. Wittbitt
RONALD E. WITTBITT, Township AttorneyThe easement description is approved as to form only by Engineer for the Plymouth Charter Township on
Aug. 9, 2001Michael J. Bauer
MICHAEL J. BAUER, Township EngineerThis instrument accepted by the Board of Trustees of the Plymouth Charter Township at its meeting of
September 25, 1998, and directed to be recorded.Marilyn Massena
MARILYN MASSENA, Plymouth Charter Township Clerk

Liber-34958

Page-673

EXHIBIT A**ELIAS BROTHER'S WATERMAIN EASEMENT**

Part of the Southwest $\frac{1}{4}$ of Section 34, T. 1 S., R. 8 E., Plymouth Township, Wayne County, Michigan, described as:

A twelve-foot wide easement for watermain being 6 feet either side of a line described as:

Commencing at the West $\frac{1}{4}$ corner of said Section 34; thence N. $89^{\circ} 58' 06''$ E. 1851.88 feet along the East/West $\frac{1}{4}$ line of said Section 34 said line also being the centerline of Ann Arbor Road (120 feet wide); thence S. $00^{\circ} 03' 11''$ W. 60.00 feet to the POINT OF BEGINNING; thence continuing S. $00^{\circ} 03' 11''$ W. 191.34 feet; thence S. $89^{\circ} 58' 06''$ W. 12.33 feet to a point "A"; thence continuing S. $89^{\circ} 58' 06''$ W. 8.37 feet to the POINT OF ENDING; thence returning to point "A" as a new POINT OF BEGINNING; thence S. $00^{\circ} 03' 11''$ W. 12.08 feet to the POINT OF ENDING.

1020-0001/4-26-00

EXHIBIT H

**Termination and Release of Easement recorded
October 9, 2001 in Liber 34958, Page 671**

(attached hereto)

TERMINATION AND RELEASE OF EASEMENT

THIS TERMINATION AND RELEASE OF EASEMENT is made this ____ day of _____, 201_ by Plymouth Charter Township, a Michigan municipal corporation, whose address is 42350 Ann Arbor Road, Plymouth, Michigan 48170 (the "Grantee") in favor of Allstate Development Enterprises, L.L.C, a Michigan limited liability company, whose address is 6960 Orchard Lake road, Suite 300, West Bloomfield, Michigan 48322 ("Owner").

RECITALS

A. Plymouth Big Boy Corporation, a Michigan corporation ("Grantor") and Grantee entered into that certain Easement dated October 14, 1998 and recorded October 9, 2001 in Liber 34958, Page 671, Wayne County Register of Deeds (the "Easement"), whereby the Grantor granted to 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 (the "Easement Rights") in, upon and across certain lands now owned by Owner in Wayne County, Michigan, more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "Property").

B. The area of the Property affected by the Easement is more particularly described on Exhibit B attached hereto and incorporated herein by this reference.

C. Grantee desires to permanently release, vacate, discharge and terminate all of its right, title, interest and obligations in and to the Easement affecting the Property.

NOW, THEREFORE, Grantee hereby releases, vacates, discharges and terminates the Easement to the extent it affects the Property and quitclaims unto Owner, and its successors and assigns forever, all rights, title, interest and obligation that Grantee may have in and to the Easement Rights. From and after the date hereof, the Property shall not be burdened or encumbered by the Easement in any way whatsoever.

[Remainder of page intentionally left blank; signature page follows.]

**[SIGNATURE PAGE TO
TERMINATION AND RELEASE OF EASEMENT]**

IN WITNESS WHEREOF, the undersigned has caused this Termination and Release of Easement to be executed as of the day and at first above written.

PLYMOUTH CHARTER TOWNSHIP, a Michigan
municipal corporation

By: _____

Name: _____

Its: _____

STATE OF MICHIGAN)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 201_, by _____, the _____ of PLYMOUTH CHARTER TOWNSHIP, a Michigan municipal corporation, on behalf of the municipal corporation.

_____, Notary Public
Acting in and for _____ County, MI
My Commission Expires: _____

Prepared by and
when recorded return to:

Douglas Kelin, Esq.
Honigman Miller Schwartz and Cohn LLP
660 Woodward Avenue
2290 First National Building
Detroit, Michigan 48226-3506

EXHIBIT A

Legal Description

PARCEL 1:

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 396.60 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 SHELDON ROAD (120 FEET WIDE); THENCE DUE SOUTH 429.76 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. 237.19 FEET; THENCE N. 00°03'11" E. 271.34 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

THAT PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 34, TOWN 1 SOUTH, RANGE 8 EAST, PLYMOUTH TOWNSHIP, WAYNE COUNTY, MICHIGAN, DESCRIBED AS: BEGINNING AT A POINT ON THE SOUTH LINE OF ANN ARBOR ROAD, DISTANT WEST 606.60 FEET AND SOUTH 53.0 FEET FROM THE CENTER 1/4 CORNER OF SECTION 34; AND PROCEEDING THENCE WEST ALONG SAID SOUTH LINE 179.0 FEET; THENCE SOUTH 218.34 FEET; THENCE EAST 179.0 FEET; THENCE NORTH 218.34 FEET TO THE POINT OF BEGINNING.

PARCEL 3:

PART OF THE SOUTHWEST 1/4 OF SECTION 34, TOWN 1 SOUTH, RANGE 8 EAST, PLYMOUTH TOWNSHIP, WAYNE COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 34; THENCE NORTH 89 DEGREES 58 MINUTES 06 SECONDS EAST 1831.18 FEET ALONG THE EAST AND WEST 1/4 LINE OF SAID SECTION 34, SAID LINE ALSO BEING THE CENTERLINE OF ANN ARBOR ROAD (120 FEET WIDE); THENCE SOUTH 00 DEGREES 03 MINUTES 11 SECONDS WEST 60.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF SAID ANN ARBOR ROAD, SAID POINT BEING THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 58 MINUTES 06 SECONDS EAST 43.19 FEET ALONG SAID SOUTH RIGHT OF WAY LINE; THENCE SOUTH 00 DEGREES 03 MINUTES 11 SECONDS WEST 211.34 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 06 SECONDS WEST 43.19 FEET; AND THENCE NORTH 00 DEGREES 03 MINUTES 11 SECONDS EAST 211.34 FEET TO THE POINT OF BEGINNING

PARCELS 2 AND 3 NOW DESCRIBED ON TAX ROLL AS:

PART OF THE SOUTHWEST 1/4 OF SECTION 34, T. 1 S., R. 8 E., TOWNSHIP OF PLYMOUTH, WAYNE COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS:
COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 34; THENCE N. 89°58'06" E. 1831.18 FEET ALONG THE EAST/WEST 1/4 LINE, SAID LINE ALSO BEING THE CENTERLINE OF ANN ARBOR ROAD (120 FEET WIDE); THENCE S. 00°03'11" W. 60.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF SAID ANN ARBOR ROAD, SAID POINT BEING THE POINT OF BEGINNING; THENCE N. 89°58'06" E. 222.19 FEET ALONG SAID SOUTH RIGHT OF WAY LINE; THENCE S. 00°03'11" W. 211.34 FEET; THENCE S. 89°58'06" W. 222.19 FEET; THENCE N. 00°03'11" E. 211.34 FEET TO THE POINT OF BEGINNING.

ALSO DESCRIBED AS:

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 396.60 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 SHELDON ROAD (120 FEET WIDE); THENCE DUE SOUTH 429.76 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. 237.19 FEET; THENCE N. 00°03'11" E. 211.34 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF ANN ARBOR ROAD; THENCE N. 89°58'06" E. 222.19 FEET ALONG SAID SOUTH RIGHT OF WAY LINE OF ANN ARBOR ROAD; AND THENCE N. 00°03'11" E. 60.00 FEET TO THE POINT OF BEGINNING.

EXHIBIT B

Easement Area

Part of the Southwest $\frac{1}{4}$ of Section 14, T. 1 S., R. 8 E., Plymouth Township, Wayne County, Michigan, described as:

A twelve-foot wide easement for watermain being 6 feet either side of a line described as

Commencing at the West $\frac{1}{4}$ corner of said Section 34; thence N. $89^{\circ} 58' 06''$ E. 1851.99 feet along the East/West $\frac{1}{4}$ line of said Section 34 said line also being the centerline of Ann Arbor Road (120 feet wide); thence S. $00^{\circ} 03' 11''$ W. 60.00 feet to the POINT OF BEGINNING; thence continuing S. $00^{\circ} 3' 11''$ W. 191.34 feet; thence S. $89^{\circ} 58' 06''$ W. 12.33 feet to a point "A"; thence continuing S. $89^{\circ} 58' 06''$ W. 8.37 feet to the POINT OF ENDING; thence returning to Point "A" as a new POINT OF BEGINNING; thence S. $00^{\circ} 03' 11''$ W. 12.08 feet to the POINT OF ENDING.

EXHIBIT I

**Survey Depiction of Easement recorded
August 9, 1979 in Liber 20605, Page 751**

(attached hereto)

EXHIBIT J

Easement recorded August 9, 1979 in Liber 20605, Page 751

(attached hereto)

G434091

L120605 PA751

EASEMENT

THIS INDENTURE, made this 7 day of Aug, 1979,
by and between PLYMOUTH MULTIPLE PARTNERS, a Michigan Limited
Partnership, of 42780 Ten Mile Road, Novi, Michigan 48050, herein-
after designated "Grantor" and the Township of Plymouth, a
municipal corporation, of the County of Wayne, State of Michigan,
hereinafter designated "Grantee".

WITNESSETH, that the Grantor being the owner of the land
hereinafter described does for and in consideration of the payment
by said Grantor of the sum of One Dollar (\$1.00) and other
valuable considerations, the receipt whereof is hereby acknowledged
by said Grantor, grants unto said Grantee, its successors and
assigns an easement and right-of-way for the purpose of constructing,
installing, servicing and maintaining a sanitary sewer, storm
sewer and water main and connections thereto, in, upon and across
the property described as follows:

An easement for utilities over the North 36 feet
of the South 336 feet of a parcel of land described
as being a part of the S.W. 1/4 of Section 34, T. 1 S.,
R. 8 E., Plymouth Township, Wayne County, Michigan,
beginning at a point distant North 89 degrees 59
minutes 40 seconds East 1747.87 feet from the W.
1/4 corner of Section 34, proceeding thence North
89 degrees 59 minutes 40 seconds East 126.52 feet;
thence South 00 degrees 04 minutes 45 seconds
West 271.34 feet; thence North 89 degrees 59
minutes 40 seconds East 179 feet; thence South
00 degrees 04 minutes 45 seconds West 667.44 feet;
thence North 89 degrees 54 minutes 00 seconds
West 303.72 feet; thence North 00 degrees 01
minute 50 seconds West 938.22 feet to the point
of beginning except the Northerly 60 feet for
road right of way.

The Grantee, through its employees, agents or contractors,
shall have full right upon said property and ingress and egress
thereto for the purpose of construction, installation, maintaining,
repairing, altering or removing the aforementioned facilities, also
the right over and across adjoining lands of Grantor during the
construction period, for the purpose of storing machinery, materials,
or other incidentals in connection with the construction or

G434091

RECORDED AUG 9 1979
FOREST E. YOUNGBLOOD, Register of Deeds
WAYNE COUNTY, MICHIGAN 48220

LI20605 PA 752

maintenance of said work.

Reasonable caution shall be observed by Grantee, its employees, agents and contractors for the protection of trees, shrubs, fences and other improvements belonging to Grantor.

All surplus earth, materials or equipment shall be removed from the premises or deposited on the premises in a manner satisfactory to Grantor. Upon completion of installation, construction, maintenance, 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.

The granting of the easement as stated herein shall not vest to the Grantee, its successors or assigns, any authority to use said property for any other purposes than herein designated.

IN WITNESS WHEREOF, the Grantor has for itself, its personal representatives and assigns sets its hands and seals on this 7 day of Aug, 1979.

WITNESSES:

PLYMOUTH MULTIPLE PARTNERS

Richard J. Joyce
Richard J. Joyce
Jeanette H. Krettmeyer
Jeanette H. Krettmeyer

By: *B. Willer*
B. WILLER, General Partner

Grantor's Address:

42780 Ten Mile Road
Novi, Michigan 48050

Grantee:

Township of Plymouth
42350 Ann Arbor Road
Plymouth, Michigan
48170

L120605 PA 753

STATE OF MICHIGAN)

S.S.

COUNTY OF Wayne

On this 7th day of August, 1979, before me personally appeared J. B. MILLER who being first duly sworn did say that he is a General Partner of PLYMOUTH MULTIPLE PARTNERS, and that the said instrument was signed and sealed in behalf of said limited partnership, and said J. B. MILLER acknowledged the said instrument to be the free act and deed of said limited partnership.

Richard L. Anderson

Richard J. Anderson

Notary Public, WAYNE County
Michigan

My Commission Expires: 1-3-83.

RETURN TO

Drafted By:

Thomas H. Billingslea, Jr., of
Bassey, Selesko, Couzens and Murphy P.C.
1400 American Center
Southfield, Michigan 48034

EXHIBIT K

**Partial Release of Easement recorded
August 9, 1979 in Liber 20605, Page 751**

(attached hereto)

PARTIAL RELEASE OF EASEMENT

THIS PARTIAL RELEASE OF EASEMENT is made this ____ day of _____, 201__ by Plymouth Charter Township, a Michigan municipal corporation, whose address is 42350 Ann Arbor Road, Plymouth, Michigan 48170 (the "Grantee") in favor of Allstate Development Enterprises, L.L.C, a Michigan limited liability company, whose address is 6960 Orchard Lake road, Suite 300, West Bloomfield, Michigan 48322 ("Owner").

RECITALS

A. Plymouth Big Boy Corporation, a Michigan corporation ("Grantor") and Grantee entered into that certain Easement dated August 7, 1979 and recorded August 9, 1979 in Liber 20605, Page 751, Wayne County Register of Deeds (the "Easement"), whereby the Grantor granted to Grantee an easement and right of way for the purpose of constructing, installing servicing and maintaining a sanitary sewer, storm sewer and water main and connections thereto (the "Easement Rights") in, upon and across certain lands now owned by Owner in Wayne County, Michigan, more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "Property").

B. The area of the Property affected by the Easement is more particularly described on Exhibit B attached hereto and incorporated herein by this reference.

C. Grantee desires to permanently release, vacate, discharge and terminate all of its right, title, interest and obligations in and to that portion of the Easement more particularly described on Exhibit C attached hereto and incorporated herein by this reference (the "Easement Release Area").

NOW, THEREFORE, Grantee hereby releases, vacates, discharges and terminates the Easement to the extent it affects the Easement Release Area and quitclaims unto Owner, and its successors and assigns forever, all rights, title, interest and obligation that Grantee may have in and to the Easement Rights. From and after the date hereof, that portion of the Property within the Easement Release Area shall not be burdened or encumbered by the Easement in any way whatsoever.

[Remainder of page intentionally left blank; signature page follows.]

**[SIGNATURE PAGE TO
PARTIAL RELEASE OF EASEMENT]**

IN WITNESS WHEREOF, the undersigned has caused this Partial Release of Easement to be executed as of the day and at first above written.

PLYMOUTH CHARTER TOWNSHIP, a Michigan
municipal corporation

By: _____
Name: _____
Its: _____

STATE OF MICHIGAN)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 201_, by _____, the _____ of PLYMOUTH CHARTER TOWNSHIP, a Michigan municipal corporation, on behalf of the municipal corporation.

_____, Notary Public
Acting in and for _____ County, MI
My Commission Expires: _____

Prepared by and
when recorded return to:

Douglas Kelin, Esq.
Honigman Miller Schwartz and Cohn LLP
660 Woodward Avenue
2290 First National Building
Detroit, Michigan 48226-3506

EXHIBIT A

Legal Description

PARCEL 1:

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 396.60 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 SHELDON ROAD (120 FEET WIDE); THENCE DUE SOUTH 429.76 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. 237.19 FEET; THENCE N. 00°03'11" E. 271.34 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

THAT PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 34, TOWN 1 SOUTH, RANGE 8 EAST, PLYMOUTH TOWNSHIP, WAYNE COUNTY, MICHIGAN, DESCRIBED AS: BEGINNING AT A POINT ON THE SOUTH LINE OF ANN ARBOR ROAD, DISTANT WEST 606.60 FEET AND SOUTH 53.0 FEET FROM THE CENTER 1/4 CORNER OF SECTION 34; AND PROCEEDING THENCE WEST ALONG SAID SOUTH LINE 179.0 FEET; THENCE SOUTH 218.34 FEET; THENCE EAST 179.0 FEET; THENCE NORTH 218.34 FEET TO THE POINT OF BEGINNING.

PARCEL 3:

PART OF THE SOUTHWEST 1/4 OF SECTION 34, TOWN 1 SOUTH, RANGE 8 EAST, PLYMOUTH TOWNSHIP, WAYNE COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 34; THENCE NORTH 89 DEGREES 58 MINUTES 06 SECONDS EAST 1831.18 FEET ALONG THE EAST AND WEST 1/4 LINE OF SAID SECTION 34, SAID LINE ALSO BEING THE CENTERLINE OF ANN ARBOR ROAD (120 FEET WIDE); THENCE SOUTH 00 DEGREES 03 MINUTES 11 SECONDS WEST 60.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF SAID ANN ARBOR ROAD, SAID POINT BEING THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 58 MINUTES 06 SECONDS EAST 43.19 FEET ALONG SAID SOUTH RIGHT OF WAY LINE; THENCE SOUTH 00 DEGREES 03 MINUTES 11 SECONDS WEST 211.34 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 06 SECONDS WEST 43.19 FEET; AND THENCE NORTH 00 DEGREES 03 MINUTES 11 SECONDS EAST 211.34 FEET TO THE POINT OF BEGINNING

PARCELS 2 AND 3 NOW DESCRIBED ON TAX ROLL AS:

PART OF THE SOUTHWEST 1/4 OF SECTION 34, T. 1 S., R. 8 E., TOWNSHIP OF PLYMOUTH, WAYNE COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS:
COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 34; THENCE N. 89°58'06" E. 1831.18 FEET ALONG THE EAST/WEST 1/4 LINE, SAID LINE ALSO BEING THE CENTERLINE OF ANN ARBOR ROAD (120 FEET WIDE); THENCE S. 00°03'11" W. 60.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF SAID ANN ARBOR ROAD, SAID POINT BEING THE POINT OF BEGINNING; THENCE N. 89°58'06" E. 222.19 FEET ALONG SAID SOUTH RIGHT OF WAY LINE; THENCE S. 00°03'11" W. 211.34 FEET; THENCE S. 89°58'06" W. 222.19 FEET; THENCE N. 00°03'11" E. 211.34 FEET TO THE POINT OF BEGINNING.

ALSO DESCRIBED AS:

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 396.60 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 SHELDON ROAD (120 FEET WIDE); THENCE DUE SOUTH 429.76 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. 237.19 FEET; THENCE N. 00°03'11" E. 211.34 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF ANN ARBOR ROAD; THENCE N. 89°58'06" E. 222.19 FEET ALONG SAID SOUTH RIGHT OF WAY LINE OF ANN ARBOR ROAD; AND THENCE N. 00°03'11" E. 60.00 FEET TO THE POINT OF BEGINNING.

EXHIBIT B

Easement Area

An easement for utilities over the North 36 feet of the South 336 feet of a parcel of land described as being a part of the S. W. $\frac{1}{4}$ of Section 34, T. 1 S., R 8 E., Plymouth Township, Wayne County, Michigan, beginning at a point distant North 89 degrees 59 minutes 40 second East 1747.87 feet from the W. $\frac{1}{4}$ corner of Section 34, proceeding thence north 89 degrees 59 minutes 40 seconds East 126.52 feet; thence South 00 degrees 04 minutes 45 seconds West 271.134 feet; thence North 89 degrees 59 minutes 40 seconds East 179 feet; thence South 00 degrees 04 minutes 45 seconds West 667.44 feet thence North 89 degrees 54 minutes 00 seconds West 303.72 feet; thence North 00 degrees 01 minute 50 seconds West 938.22 feet to the point of beginning except the northerly 60 feet for road right of way.

EXHIBIT C

Easement Release Area

[legal description of easement release area (i.e. northern 16 feet of easement) to be inserted]



SKETCH OF EASEMENT



ANN ARBOR RD. (120' WD.)

W. 1/4 CORNER
SECTION 34,
T. 1 S., R. 8 E.,
PLYMOUTH TWP.,
WAYNE CO., MI

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

EAST/WEST 1/4
LINE OF SECTION 34
& CENTERLINE OF
ANN ARBOR ROAD

NORTH/SOUTH 1/4
LINE OF SECTION 34
& CENTERLINE OF
ANN ARBOR ROAD

SHELDON RD. (120' WD.)

KROGER SITE

NORTH 16 FEET OF THE 36
FOOT UTILITY EASEMENT
RECORDED IN LIBER 20605
PAGE 751 TO BE VACATED.

20'

60'

GLA
SURVEYORS &
ENGINEERS

8495 N. TERRITORIAL RD.
PLYMOUTH, MI 48170

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

CLIENT:

FIRST HOLDING MANAGEMENT COMPANY
6960 ORCHARD LKE ROAD, SUITE 300
WEST BLOOMFIELD, MI 48322

DATE: 01/06/17
JOB NO.: 1020-0003
FILE NO.: 1020-003

SCALE:
NOT TO SCALE

SHEET:
1 OF 2

DRAWN BY:
G.L.B.



SKETCH OF EASEMENT



ANN ARBOR RD. (120' WD.)

W. 1/4 CORNER
SECTION 34,
T. 1 S., R. 8 E.,
PLYMOUTH TWP.,
WAYNE CO., MI

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

EAST/WEST 1/4
LINE OF SECTION 34
& CENTERLINE OF
ANN ARBOR ROAD

NORTH/SOUTH 1/4
LINE OF SECTION 34
& CENTERLINE OF
ANN ARBOR ROAD

SHELDON RD. (120' WD.)

KROGER SITE

60'

20 FOOT UTILITY EASEMENT
RECORDED IN LIBER 20605
PAGE 751 TO REMAIN.

20'



8495 N. TERRITORIAL RD.
PLYMOUTH, MI 48170

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

CLIENT:

FIRST HOLDING MANAGEMENT COMPANY
6960 ORCHARD LKE ROAD, SUITE 300
WEST BLOOMFIELD, MI 48322

DATE: 01/06/17
JOB NO.: 1020-0003
FILE NO.: 1020-003

SCALE:
NOT TO SCALE

SHEET:
1 OF 2

DRAWN BY:
G.L.B.

16 Foot Easement To Be Released

Part of the Southwest $\frac{1}{4}$ of Section 34, T. 1 S., R. 8 E., Plymouth Township, Wayne County, Michigan, described as:

Commencing at the West $\frac{1}{4}$ corner of said Section 34; thence N. $89^{\circ} 58' 06''$ E. 1831.18 feet along the East/West $\frac{1}{4}$ line of said section also being the centerline of Ann Arbor Road (120 feet wide); thence S. $00^{\circ} 03' 11''$ W. 271.34 feet; thence S. $89^{\circ} 58' 06''$ W. 15.00 feet; thence S. $00^{\circ} 03' 11''$ W. 330.64 feet to the POINT OF BEGINNING; thence S. $89^{\circ} 54' 00''$ E. 236.86 feet; thence S. $00^{\circ} 06' 00''$ W. 16.00 feet; thence N. $89^{\circ} 54' 00''$ W. 236.84 feet; and thence N. $00^{\circ} 03' 11''$ E. 16.00 feet to the POINT OF BEGINNING.

20 Foot Easement To Be Retained

Part of the Southwest $\frac{1}{4}$ of Section 34, T. 1 S., R. 8 E., Plymouth Township, Wayne County, Michigan, described as:

Commencing at the West $\frac{1}{4}$ corner of said Section 34; thence N. $89^{\circ} 58' 06''$ E. 1831.18 feet along the East/West $\frac{1}{4}$ line of said section also being the centerline of Ann Arbor Road (120 feet wide); thence S. $00^{\circ} 03' 11''$ W. 271.34 feet; thence S. $89^{\circ} 58' 06''$ W. 15.00 feet; thence S. $00^{\circ} 03' 11''$ W. 346.64 feet to the POINT OF BEGINNING; thence S. $89^{\circ} 54' 00''$ E. 236.84 feet; thence S. $00^{\circ} 06' 00''$ W. 20.00 feet; thence N. $89^{\circ} 54' 00''$ W. 236.84 feet; and thence N. $00^{\circ} 03' 11''$ E. 20.00 feet to the POINT OF BEGINNING.

TERMINATION AND RELEASE OF EASEMENT

THIS TERMINATION AND RELEASE OF EASEMENT is made this ____ day of _____, 201_ by Plymouth Charter Township, a Michigan municipal corporation, whose address is 42350 Ann Arbor Road, Plymouth, Michigan 48170 (the "Grantee") in favor of Allstate Development Enterprises, L.L.C., a Michigan limited liability company, whose address is 6960 Orchard Lake road, Suite 300, West Bloomfield, Michigan 48322 ("Owner").

RECITALS

A. J.B. Willer, General Partners for Plymouth Multiple Partners, a Michigan limited partnership ("Grantor") and Grantee entered into that certain Easement dated June 26, 1984 and recorded July 2, 1984 in Liber 22063, Page 635, Wayne County Register of Deeds (the "Easement"), whereby the Grantor granted to Grantee an easement and right of way for the purposes of installation, inspection, maintenance, repair, operation and removal of municipally owned utilities, including without limitation water, storm sewer and sanitary sewer and connections thereto (the "Easement Rights") in, upon and across certain lands now owned by Owner in Wayne County, Michigan, more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "Property").

B. The area of the Property affected by the Easement is more particularly described on Exhibit B attached hereto and incorporated herein by this reference.

C. Grantee desires to permanently release, vacate, discharge and terminate all of its right, title, interest and obligations in and to the Easement affecting the Property.

NOW, THEREFORE, Grantee hereby releases, vacates, discharges and terminates the Easement to the extent it affects the Property and quitclaims unto Owner, and its successors and assigns forever, all rights, title, interest and obligation that Grantee may have in and to the Easement Rights. From and after the date hereof, the Property shall not be burdened or encumbered by the Easement in any way whatsoever.

[Remainder of page intentionally left blank; signature page follows.]

**[SIGNATURE PAGE TO
TERMINATION AND RELEASE OF EASEMENT]**

IN WITNESS WHEREOF, the undersigned has caused this Termination and Release of Easement to be executed as of the day and at first above written.

PLYMOUTH CHARTER TOWNSHIP, a Michigan
municipal corporation

By: _____
Name: _____
Its: _____

STATE OF MICHIGAN)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 201_, by _____, the _____ of PLYMOUTH CHARTER TOWNSHIP, a Michigan municipal corporation, on behalf of the municipal corporation.

_____, Notary Public
Acting in and for _____ County, MI
My Commission Expires: _____

Prepared by and
when recorded return to:

Douglas Kelin, Esq.
Honigman Miller Schwartz and Cohn LLP
660 Woodward Avenue
2290 First National Building
Detroit, Michigan 48226-3506

EXHIBIT A

Legal Description

PARCEL 1:

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 396.60 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 SHELDON ROAD (120 FEET WIDE); THENCE DUE SOUTH 429.76 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. 237.19 FEET; THENCE N. 00°03'11" E. 271.34 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

THAT PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 34, TOWN 1 SOUTH, RANGE 8 EAST, PLYMOUTH TOWNSHIP, WAYNE COUNTY, MICHIGAN, DESCRIBED AS: BEGINNING AT A POINT ON THE SOUTH LINE OF ANN ARBOR ROAD, DISTANT WEST 606.60 FEET AND SOUTH 53.0 FEET FROM THE CENTER 1/4 CORNER OF SECTION 34; AND PROCEEDING THENCE WEST ALONG SAID SOUTH LINE 179.0 FEET; THENCE SOUTH 218.34 FEET; THENCE EAST 179.0 FEET; THENCE NORTH 218.34 FEET TO THE POINT OF BEGINNING.

PARCEL 3:

PART OF THE SOUTHWEST 1/4 OF SECTION 34, TOWN 1 SOUTH, RANGE 8 EAST, PLYMOUTH TOWNSHIP, WAYNE COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 34; THENCE NORTH 89 DEGREES 58 MINUTES 06 SECONDS EAST 1831.18 FEET ALONG THE EAST AND WEST 1/4 LINE OF SAID SECTION 34, SAID LINE ALSO BEING THE CENTERLINE OF ANN ARBOR ROAD (120 FEET WIDE); THENCE SOUTH 00 DEGREES 03 MINUTES 11 SECONDS WEST 60.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF SAID ANN ARBOR ROAD, SAID POINT BEING THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 58 MINUTES 06 SECONDS EAST 43.19 FEET ALONG SAID SOUTH RIGHT OF WAY LINE; THENCE SOUTH 00 DEGREES 03 MINUTES 11 SECONDS WEST 211.34 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 06 SECONDS WEST 43.19 FEET; AND THENCE NORTH 00 DEGREES 03 MINUTES 11 SECONDS EAST 211.34 FEET TO THE POINT OF BEGINNING

PARCELS 2 AND 3 NOW DESCRIBED ON TAX ROLL AS:

PART OF THE SOUTHWEST 1/4 OF SECTION 34, T. 1 S., R. 8 E., TOWNSHIP OF PLYMOUTH, WAYNE COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS:
COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 34; THENCE N. 89°58'06" E. 1831.18 FEET ALONG THE EAST/WEST 1/4 LINE, SAID LINE ALSO BEING THE CENTERLINE OF ANN ARBOR ROAD (120 FEET WIDE); THENCE S. 00°03'11" W. 60.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF SAID ANN ARBOR ROAD, SAID POINT BEING THE POINT OF BEGINNING; THENCE N. 89°58'06" E. 222.19 FEET ALONG SAID SOUTH RIGHT OF WAY LINE; THENCE S. 00°03'11" W. 211.34 FEET; THENCE S. 89°58'06" W. 222.19 FEET; THENCE N. 00°03'11" E. 211.34 FEET TO THE POINT OF BEGINNING.

ALSO DESCRIBED AS:

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 396.60 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 SHELDON ROAD (120 FEET WIDE); THENCE DUE SOUTH 429.76 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. 211.34 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF ANN ARBOR ROAD; THENCE N. 89°58'06" E. 222.19 FEET ALONG SAID SOUTH RIGHT OF WAY LINE OF ANN ARBOR ROAD; AND THENCE N. 00°03'11" E. 60.00 FEET TO THE POINT OF BEGINNING.

EXHIBIT B

Easement Area

Sanitary and water easements in the SW ¼ of Section 34, T. 1 S., R. 8 E., Plymouth Township, Wayne County, Michigan, being more particularly described as:

Easement 'A'

Commencing at the W. ¼ corner of said Section 34, thence N. 89° 59' 40" E. 1562.10 feet along the E/W ¼ line of said Section 34; thence S. 00° 01' 50" E. 355.00 feet to the point of beginning; thence N. 89° 59' 40" E. 22.50 feet; thence S. 00° 01' 50" E. 75.00 feet; thence N. 89° 59' 40" E. 22.50 feet; thence S. 00° 01' 50" E. 385.00 feet; thence S. 89° 59' 40" W. 45.00 feet; and thence N. 00° 01' 50" W. 460.00 feet to the point of beginning.

Easement 'B'

Commencing at the W. ¼ corner of said Section 34; thence N. 89° 59' 40" E. 1844.10 feet along the E/W ¼ line of said Section 34; thence S. 00° 01' 40" E. 60.00 feet to the point of beginning; thence N. 89° 59' 40" E. 30.17 feet; thence S. 00° 04' 45" W. 211.34 feet; thence N. 89° 59' 40" E. 64.13 feet; thence S. 00° 01' 50" E. 590.00 feet; thence S. 89° 59' 40" W. 25.30 feet; thence N. 00° 01' 50" W. 381.00 feet; thence S. 89° 59' 40" W. 97.00 feet; thence N. 00° 01' 50" W. 20.00 feet; thence N. 89° 59' 40" E. 97.00 feet; thence N. 00° 01' 50" W. 121.66 feet; thence N. 45° 01' 50" W. 96.17 feet; and thence N. 00° 04' 45" E. 210.71 feet to the point of beginning.

TERMINATION AND RELEASE OF EASEMENT

THIS TERMINATION AND RELEASE OF EASEMENT is made this ____ day of _____, 201_ by Plymouth Charter Township, a Michigan municipal corporation, whose address is 42350 Ann Arbor Road, Plymouth, Michigan 48170 (the "Grantee") in favor of Allstate Development Enterprises, L.L.C., a Michigan limited liability company, whose address is 6960 Orchard Lake road, Suite 300, West Bloomfield, Michigan 48322 ("Owner").

RECITALS

A. Plymouth Big Boy Corporation, a Michigan corporation ("Grantor") and Grantee entered into that certain Easement dated October 14, 1998 and recorded October 9, 2001 in Liber 34958, Page 671, Wayne County Register of Deeds (the "Easement"), whereby the Grantor granted to 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 (the "Easement Rights") in, upon and across certain lands now owned by Owner in Wayne County, Michigan, more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "Property").

B. The area of the Property affected by the Easement is more particularly described on Exhibit B attached hereto and incorporated herein by this reference.

C. Grantee desires to permanently release, vacate, discharge and terminate all of its right, title, interest and obligations in and to the Easement affecting the Property.

NOW, THEREFORE, Grantee hereby releases, vacates, discharges and terminates the Easement to the extent it affects the Property and quitclaims unto Owner, and its successors and assigns forever, all rights, title, interest and obligation that Grantee may have in and to the Easement Rights. From and after the date hereof, the Property shall not be burdened or encumbered by the Easement in any way whatsoever.

[Remainder of page intentionally left blank; signature page follows.]

**[SIGNATURE PAGE TO
TERMINATION AND RELEASE OF EASEMENT]**

IN WITNESS WHEREOF, the undersigned has caused this Termination and Release of Easement to be executed as of the day and at first above written.

PLYMOUTH CHARTER TOWNSHIP, a Michigan
municipal corporation

By: _____
Name: _____
Its: _____

STATE OF MICHIGAN)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 201_, by _____, the _____ of PLYMOUTH CHARTER TOWNSHIP, a Michigan municipal corporation, on behalf of the municipal corporation.

_____, Notary Public
Acting in and for _____ County, MI
My Commission Expires: _____

Prepared by and
when recorded return to:

Douglas Kelin, Esq.
Honigman Miller Schwartz and Cohn LLP
660 Woodward Avenue
2290 First National Building
Detroit, Michigan 48226-3506

EXHIBIT A

Legal Description

PARCEL 1:

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 396.60 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 429.76 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. 237.19 FEET; THENCE N. 00°03'11" E. 271.34 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

THAT PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 34, TOWN 1 SOUTH, RANGE 8 EAST, PLYMOUTH TOWNSHIP, WAYNE COUNTY, MICHIGAN, DESCRIBED AS: BEGINNING AT A POINT ON THE SOUTH LINE OF ANN ARBOR ROAD, DISTANT WEST 606.60 FEET AND SOUTH 53.0 FEET FROM THE CENTER 1/4 CORNER OF SECTION 34; AND PROCEEDING THENCE WEST ALONG SAID SOUTH LINE 179.0 FEET; THENCE SOUTH 218.34 FEET; THENCE EAST 179.0 FEET; THENCE NORTH 218.34 FEET TO THE POINT OF BEGINNING.

PARCEL 3:

PART OF THE SOUTHWEST 1/4 OF SECTION 34, TOWN 1 SOUTH, RANGE 8 EAST, PLYMOUTH TOWNSHIP, WAYNE COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 34; THENCE NORTH 89 DEGREES 58 MINUTES 06 SECONDS EAST 1831.18 FEET ALONG THE EAST AND WEST 1/4 LINE OF SAID SECTION 34, SAID LINE ALSO BEING THE CENTERLINE OF ANN ARBOR ROAD (120 FEET WIDE); THENCE SOUTH 00 DEGREES 03 MINUTES 11 SECONDS WEST 60.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF SAID ANN ARBOR ROAD, SAID POINT BEING THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 58 MINUTES 06 SECONDS EAST 43.19 FEET ALONG SAID SOUTH RIGHT OF WAY LINE; THENCE SOUTH 00 DEGREES 03 MINUTES 11 SECONDS WEST 211.34 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 06 SECONDS WEST 43.19 FEET; AND THENCE NORTH 00 DEGREES 03 MINUTES 11 SECONDS EAST 211.34 FEET TO THE POINT OF BEGINNING

PARCELS 2 AND 3 NOW DESCRIBED ON TAX ROLL AS:

PART OF THE SOUTHWEST 1/4 OF SECTION 34, T. 1 S., R. 8 E., TOWNSHIP OF PLYMOUTH, WAYNE COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS:
COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 34; THENCE N. 89°58'06" E. 1831.18 FEET ALONG THE EAST/WEST 1/4 LINE, SAID LINE ALSO BEING THE CENTERLINE OF ANN ARBOR ROAD (120 FEET WIDE); THENCE S. 00°03'11" W. 60.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF SAID ANN ARBOR ROAD, SAID POINT BEING THE POINT OF BEGINNING; THENCE N. 89°58'06" E. 222.19 FEET ALONG SAID SOUTH RIGHT OF WAY LINE; THENCE S. 00°03'11" W. 211.34 FEET; THENCE S. 89°58'06" W. 222.19 FEET; THENCE N. 00°03'11" E. 211.34 FEET TO THE POINT OF BEGINNING.

ALSO DESCRIBED AS:

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 396.60 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 SHELDON ROAD (120 FEET WIDE); THENCE DUE SOUTH 429.76 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. 211.34 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF ANN ARBOR ROAD; THENCE N. 89°58'06" E. 222.19 FEET ALONG SAID SOUTH RIGHT OF WAY LINE OF ANN ARBOR ROAD; AND THENCE N. 00°03'11" E. 60.00 FEET TO THE POINT OF BEGINNING.

EXHIBIT B

Easement Area

Part of the Southwest $\frac{1}{4}$ of Section 14, T. 1 S., R. 8 E., Plymouth Township, Wayne County, Michigan, described as:

A twelve-foot wide easement for watermain being 6 feet either side of a line described as

Commencing at the West $\frac{1}{4}$ corner of said Section 34; thence N. $89^{\circ} 58' 06''$ E. 1851.99 feet along the East/West $\frac{1}{4}$ line of said Section 34 said line also being the centerline of Ann Arbor Road (120 feet wide); thence S. $00^{\circ} 03' 11''$ W. 60.00 feet to the POINT OF BEGINNING; thence continuing S. $00^{\circ} 03' 11''$ W. 191.34 feet; thence S. $89^{\circ} 58' 06''$ W. 12.33 feet to a point "A"; thence continuing S. $89^{\circ} 58' 06''$ W. 8.37 feet to the POINT OF ENDING; thence returning to Point "A" as a new POINT OF BEGINNING; thence S. $00^{\circ} 03' 11''$ W. 12.08 feet to the POINT OF ENDING.

PARTIAL RELEASE OF EASEMENT

THIS PARTIAL RELEASE OF EASEMENT is made this ____ day of _____, 201__ by Plymouth Charter Township, a Michigan municipal corporation, whose address is 42350 Ann Arbor Road, Plymouth, Michigan 48170 (the "Grantee") in favor of Allstate Development Enterprises, L.L.C., a Michigan limited liability company, whose address is 6960 Orchard Lake road, Suite 300, West Bloomfield, Michigan 48322 ("Owner").

RECITALS

A. Plymouth Big Boy Corporation, a Michigan corporation ("Grantor") and Grantee entered into that certain Easement dated August 7, 1979 and recorded August 9, 1979 in Liber 20605, Page 751, Wayne County Register of Deeds (the "Easement"), whereby the Grantor granted to Grantee an easement and right of way for the purpose of constructing, installing servicing and maintaining a sanitary sewer, storm sewer and water main and connections thereto (the "Easement Rights") in, upon and across certain lands now owned by Owner in Wayne County, Michigan, more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "Property").

B. The area of the Property affected by the Easement is more particularly described on Exhibit B attached hereto and incorporated herein by this reference.

C. Grantee desires to permanently release, vacate, discharge and terminate all of its right, title, interest and obligations in and to the northern sixteen (16) feet of the right of way granted in the Easement as more particularly described on Exhibit C attached hereto and incorporated herein by this reference (the "Easement Release Area").

NOW, THEREFORE, Grantee hereby releases, vacates, discharges and terminates the Easement to the extent it affects the Easement Release Area and quitclaims unto Owner, and its successors and assigns forever, all rights, title, interest and obligation that Grantee may have in and to the Easement Rights. From and after the date hereof, that portion of the Property within the Easement Release Area shall not be burdened or encumbered by the Easement in any way whatsoever.

[Remainder of page intentionally left blank; signature page follows.]

PART OF THE SOUTHWEST 1/4 OF SECTION 34, T. 1 S., R. 8 E., TOWNSHIP OF PLYMOUTH, WAYNE COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS:
COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 34; THENCE N. 89°58'06" E. 1831.18 FEET ALONG THE EAST/WEST 1/4 LINE, SAID LINE ALSO BEING THE CENTERLINE OF ANN ARBOR ROAD (120 FEET WIDE); THENCE S. 00°03'11" W. 60.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF SAID ANN ARBOR ROAD, SAID POINT BEING THE POINT OF BEGINNING; THENCE N. 89°58'06" E. 222.19 FEET ALONG SAID SOUTH RIGHT OF WAY LINE; THENCE S. 00°03'11" W. 211.34 FEET; THENCE S. 89°58'06" W. 222.19 FEET; THENCE N. 00°03'11" E. 211.34 FEET TO THE POINT OF BEGINNING.

ALSO DESCRIBED AS:

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 396.60 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 SHELDON ROAD (120 FEET WIDE); THENCE DUE SOUTH 429.76 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. 211.34 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF ANN ARBOR ROAD; THENCE N. 89°58'06" E. 222.19 FEET ALONG SAID SOUTH RIGHT OF WAY LINE OF ANN ARBOR ROAD; AND THENCE N. 00°03'11" E. 60.00 FEET TO THE POINT OF BEGINNING.

EXHIBIT B

Easement Area

An easement for utilities over the North 36 feet of the South 336 feet of a parcel of land described as being a part of the S. W. $\frac{1}{4}$ of Section 34, T. 1 S., R 8 E., Plymouth Township, Wayne County, Michigan, beginning at a point distant North 89 degrees 59 minutes 40 second East 1747.87 feet from the W. $\frac{1}{4}$ corner of Section 34, proceeding thence north 89 degrees 59 minutes 40 seconds East 126.52 feet; thence South 00 degrees 04 minutes 45 seconds West 271.134 feet; thence North 89 degrees 59 minutes 40 seconds East 179 feet; thence South 00 degrees 04 minutes 45 seconds West 667.44 feet thence North 89 degrees 54 minutes 00 seconds West 303.72 feet; thence North 00 degrees 01 minute 50 seconds West 938.22 feet to the point of beginning except the northerly 60 feet for road right of way.

EXHIBIT C

Easement Release Area

Part of the Southwest $\frac{1}{4}$ of Section 34, T. 1 S., R. 8 E., Plymouth Township, Wayne County, Michigan, described as:

Commencing at the West $\frac{1}{4}$ corner of said Section 34; thence N. $89^{\circ} 58' 06''$ E. 1831.18 feet along the East/West $\frac{1}{4}$ line of said section also being the centerline of Ann Arbor Road (120 feet wide); thence S. $00^{\circ} 03' 11''$ W. 271.34 feet; thence S. $89^{\circ} 58' 06''$ W. 15.00 feet; thence S. $00^{\circ} 03' 11''$ W. 330.64 feet to the POINT OF BEGINNING; thence S. $89^{\circ} 54' 00''$ E. 236.86 feet; thence S. $00^{\circ} 06' 00''$ W. 16.00 feet; thence N. $89^{\circ} 54' 00''$ W. 236.84 feet; and thence N. $00^{\circ} 03' 11''$ E. 16.00 feet to the POINT OF BEGINNING.



F.4

CHARTER TOWNSHIP OF PLYMOUTH REQUEST FOR BOARD ACTION

MEETING DATE: January 24, 2017

ITEM: Reappointment of Paul Fessler to the Downtown Development Authority (DDA) and the Brownfield Redevelopment Authority (BRA) for a four year term expiring on January 31, 2021.

PRESENTER: Kurt Heise, Supervisor

BACKGROUND:

It is customary for the Township to appoint individuals to the Downtown Development Authority (DDA) who also serve at the same time on the Brownfield Redevelopment Authority (BRA).

Paul Fessler has served on these Boards and has expressed his desire to continue to serve in this capacity.

ACTION REQUESTED: Approve

RECOMMENDATION: Approve the recommendation as submitted.

MODEL RESOLUTION: I move to approve the reappointment of Paul Fessler to the Downtown Development Authority and the Brownfield Redevelopment Authority for a four year term expiring on January 31, 2021.

Moved by: _____ Seconded by: _____

ROLL CALL:

CC _____, RD _____, GH _____, JV _____, KH _____, MC _____, JD _____



F.5

CHARTER TOWNSHIP OF PLYMOUTH REQUEST FOR BOARD ACTION

MEETING DATE: January 24, 2017

ITEM: Reappointment of Ryan Kolb to the Downtown Development Authority (DDA) and the Brownfield Redevelopment Authority (BRA) for a four year term expiring on January 31, 2021.

PRESENTER: Kurt Heise, Supervisor

BACKGROUND:

It is customary for the Township to appoint individuals to the Downtown Development Authority (DDA) who also serve at the same time on the Brownfield Redevelopment Authority (BRA).

Ryan Kolb has served on these Boards and has expressed his desire to continue to serve in this capacity.

ACTION REQUESTED: Approve

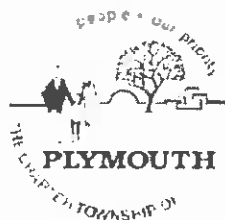
RECOMMENDATION: Approve the recommendation as submitted.

MODEL RESOLUTION: I move to approve the reappointment of Ryan Kolb to the Downtown Development Authority and the Brownfield Redevelopment Authority for a four year term expiring on January 31, 2021.

Moved by: _____ Seconded by: _____

ROLL CALL:

CC _____, RD _____, GH _____, JV _____, KH _____, MC _____, JD _____



F.6

CHARTER TOWNSHIP OF PLYMOUTH REQUEST FOR BOARD ACTION

MEETING DATE: January 24, 2017

ITEM: Appointment of Paul Garon to the Downtown Development Authority (DDA) and the Brownfield Redevelopment Authority to complete the term of Michelle Ludtke for a term expiring on January 31, 2019.

PRESENTER: Kurt Heise, Supervisor

BACKGROUND:

It is customary for the Township to appoint individuals to the Downtown Development Authority (DDA) who also serve at the same time on the Brownfield Redevelopment Authority (BRA).

In October of 2016, Michelle Ludtke resigned from these Boards, so we need to appoint a replacement to complete her term.

ACTION REQUESTED: Approve

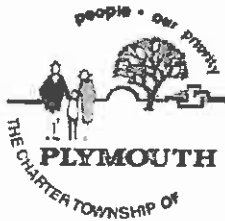
RECOMMENDATION: Approve the recommendation as submitted.

MODEL RESOLUTION: I move to approve the appointment of Township Resident Paul Garon to the Downtown Development Authority and the Brownfield Redevelopment Authority for a term expiring on January 31, 2019.

Moved by: _____ Seconded by: _____

ROLL CALL:

CC _____, RD _____, GH _____, JV _____, KH _____, MC _____, JD _____



CHARTER TOWNSHIP OF PLYMOUTH REQUEST FOR BOARD ACTION

MEETING DATE: January 24, 2017

ITEM: Non represented employee compensation

PRESENTER: Kurt Heise, Supervisor

BACKGROUND:

The Board has historically provided wage adjustments on an annual basis that are in accordance with and/or comparable to those provided to other Union groups within the Township.

The last raise that was granted was January 2016 and it was for a 2% across the Board increase.

ACTION REQUESTED: Approve

RECOMMENDATION: Approve the recommendation as submitted.

MODEL RESOLUTION: I move to approve a 2% increase for Department Heads and other non represented employees who remain active employees as of this date and who were on the payroll for all of calendar year 2016, except for the Deputy Clerk and the Deputy Treasurer. Raise to be effective January 30, 2017.

Moved by: _____ Seconded by: _____

ROLL CALL:

CC _____, RD _____, GH _____, JV _____, KH _____, MC _____, JD _____



F.8

CHARTER TOWNSHIP OF PLYMOUTH REQUEST FOR BOARD ACTION

MEETING DATE: January 24, 2017

ITEM: Compensation for the Deputy Clerk and Deputy Treasurer

PRESENTER: Jerry Vorva, Clerk
Mark Clinton, Treasurer

BACKGROUND:

The Board has historically provided wage adjustments for the Deputy positions on an annual basis; once with a resolution, other times without a resolution, sometimes with a percentage increase like the other employees and then an additional dollar amount. The wage decisions have not followed any particular pattern.

State of Michigan law MCL 41.69 and MCL 41.77 (5) speak to the requirement that the Clerk and Treasurer each appoint a Deputy and state that "The Deputy shall be paid by salary or otherwise as the township board determines."

ACTION REQUESTED: Approve

RECOMMENDATION: Approve the salary recommendations as submitted.

PROPOSED RESOLUTION: I move to approve the establishment of the salary for Deputy Clerk at \$68,900.00 annually with all benefits afforded other full-time employees and to establish the salary for Deputy Treasurer at \$64,000.00 with all benefits afforded other full time employees in accordance with established Township practices.

Moved by: _____ Seconded by: _____

ROLL CALL:

CC _____, RD _____, GH _____, JV _____, KH _____, MC _____, JD _____

Revised Statutes of 1846 (EXCERPT)
Township Clerk.

41.69 Township clerk; bond; deputy.

Sec. 69. Each township clerk, within the time limited for filing the oath of office and before entering upon the duties of the office, shall give a bond to the township in the sum and with sureties that the township board requires and approves, conditioned for the faithful discharge of the duties of the office according to law, including the safekeeping of the records, books, and papers of the township in the manner required by law, and for their delivery on demand to the township clerk's successor in office. The bond shall be filed in the office of the supervisor. The township clerk shall appoint a deputy, who shall serve at the pleasure of the clerk. The deputy shall take an oath of office and file the oath with the clerk. In case of the absence, sickness, death, or other disability of the clerk, the deputy shall possess the powers and perform the duties of the clerk, except the deputy shall not have a vote on the township board. The deputy shall be paid by salary or otherwise as the township board determines. With the approval of the township clerk, the deputy may assist the township clerk in the performance of the township clerk's duties at any additional times agreed upon between the board and the clerk, except the deputy shall not have a vote on the township board.

History: R.S. 1846, Ch. 16;—CL 1857, 561;—CL 1871, 705;—Am. 1875, Act 178, Imd. Eff. May 1, 1875;—How. 743;—CL 1897, 2342;—CL 1915, 2121;—CL 1929, 1009;—CL 1948, 41.69;—Am. 1977, Act 33, Imd. Eff. June 22, 1977;—Am. 1982, Act 230, Imd. Eff. Sept. 16, 1982;—Am. 1989, Act 77, Imd. Eff. June 20, 1989.

Revised Statutes of 1846 (EXCERPT)
Treasurer.

41.77 Township treasurer; bond; deposit of funds; limitation as to assets; deputy; "financial institution" defined.

Sec. 77. (1) A township treasurer, within the time limited for filing the oath of office and before entering upon the duties of the office, shall give a bond to the township in the sum and with the sureties as the township board shall require and approve, conditioned on the faithful discharge of the duties of the office and that the treasurer will account for and pay over according to law, all money that comes into the treasurer's hands as treasurer, and the supervisor shall indorse approval on the bond. The treasurer shall file, within the time above mentioned, the bond with the township clerk of the township, who shall record the bond in a book to be provided for that purpose. The township clerk, after recording the bond, shall deliver it to the supervisor, who shall file it in the supervisor's office.

(2) The township board of a township may provide by resolution for the depositing of money coming into the hands of the treasurer of the township, and the treasurer shall deposit the money in the financial institution the township board may direct, subject to this act. Interest that accrues upon the deposit shall be paid into the general fund of the township. The township board of a township shall determine in the resolution the time for which the deposits shall be made and all details for carrying into effect the authority given in this act, but proceedings in connection with the deposit of money shall be conducted in a manner to ensure full publicity and shall be open at all times to public inspection.

(3) If a financial institution is provided as authorized in this act, and the funds are deposited as directed, the treasurer of the township and the treasurer's bondsmen are relieved of liability occasioned by the failure of the financial institution of deposit or the sureties for the financial institution, or by the failure of either of them to safely keep and repay the funds.

(4) Assets acceptable for pledging to secure deposits of township funds are limited to any of the following:

(a) Assets considered acceptable to the state treasurer under section 3 of 1855 PA 105, MCL 21.143, to secure deposits of state surplus funds.

(b) Any of the following:

(i) Securities issued by the federal home loan mortgage corporation.

(ii) Securities issued by the federal national mortgage association.

(iii) Securities issued by the government national mortgage association.

(c) Other securities considered acceptable to the township and the financial institution.

(5) The treasurer shall appoint a deputy, who shall serve at the pleasure of the treasurer. The deputy shall file an oath of office with the township clerk and shall give a bond to the township as required by the township board. The deputy, in case of the absence, sickness, death, or other disability of the treasurer, shall possess the powers and perform the duties of the treasurer, except the deputy shall not have a vote on the township board. The deputy shall be paid as the township board determines. With the approval of the township treasurer, the deputy may assist the treasurer in the performance of the treasurer's duties at any additional times agreed upon between the board and the treasurer, except the deputy shall not have a vote on the township board.

(6) As used in this section, "financial institution" means a state or nationally chartered bank or a state or federally chartered savings and loan association, savings bank, or credit union whose deposits are insured by an agency of the United States government and which maintains a principal office or branch office located in this state under the laws of this state or the United States.

History: R.S. 1846, Ch. 16;—CL 1857, 569;—Am. 1869, Act 90, Eff. July 5, 1869;—CL 1871, 713;—How. 752;—CL 1897, 2354;—Am. 1903, Act 29, Imd. Eff. Apr. 9, 1903;—Am. 1909, Act 305, Eff. Sept. 1, 1909;—CL 1915, 2134;—CL 1929, 1017;—CL 1948, 41.77;—Am. 1962, Act 30, Eff. Mar. 28, 1963;—Am. 1964, Act 35, Imd. Eff. May 4, 1964;—Am. 1973, Act 170, Imd. Eff. Dec. 14, 1973;—Am. 1977, Act 33, Imd. Eff. June 22, 1977;—Am. 1982, Act 230, Imd. Eff. Sept. 16, 1982;—Am. 1989, Act 77, Imd. Eff. June 20, 1989;—Am. 1997, Act 22, Imd. Eff. June 12, 1997.

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

Tuesday, July 23, 2013
7:00 PM



E.4 Approval of Township Bills:

		Year 2013
General Fund	(101)	\$910,419.94
Solid Waste Fund	(226)	104,473.28
Improvement Revolving Fund (Capital Projects)	(246)	535,204.58
Drug Forfeiture Fund	(265)	8,474.68
Golf Course Fund	(510)	8,596.87
Water and Sewer Fund	(592)	1,373,615.69
Trust and Agency Fund	(701)	46,630.75
Police Bond Fund	(702)	11,777.00
Tax Fund	(703)	-0-
Special Assessment Fund	(805)	9,394.90
Total:		\$3,068,587.69

F. PUBLIC COMMENTS

G. PUBLIC HEARING

- 1) Hearing of Necessity for 2013 Sidewalk Repair Program

H. COMMUNITY DEVELOPMENT

I. UNFINISHED BUSINESS

J. NEW BUSINESS

- 1) Request for Board Action - Bid Award Sidewalk Repair Program to Rhino Contracting
- 2) Request for Board Action - Approve Multiyear Plan for The Senior Alliance - Resolution 2013-07-23-21
- 3) Request for Board Action - Amend 2013 Water and Sewer Fund Budget – Resolution 2013-07-23-22
- 4) Request for Board Action - Approve Revised Comprehensive Fee Schedule – Resolution 2013-07-23-23
- 5) Request for Board Action - Approve Amended 2013 Improvement Revolving Fund Budget – Resolution 2013-07-23-24
- 6) **Request for Board Action - Approve Amended 2013 General Fund Budget – Resolution 2013-07-23-25**
- 7) 2012 Comprehensive Annual Financial Report - Plante Moran

**CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES
REGULAR MEETING
TUESDAY, JULY 23, 2013**

Budget – Resolution 2013-07-23-24

Mr. Reaume and Mr. Edwards reviewed the plans for the park, soccer field, golf course improvements, and equipment purchases contemplated, using the bonds sold along with grants and contributions received. It was noted that all items have to return to the Board for approval with the exception of the street sweeper and easement machine purchases because they're part of the State bidding process, and the sprinkler radio control which has already been purchased through the state bidding process in order to avoid fines and comply with changes in the law regarding radio frequencies. Costs are spread over three funds, just under \$1.2 million to the Improvement Revolving Fund, \$335,000 to the Golf Course Fund and \$340,000 to the Water and Sewer Fund.

A lengthy discussion ensued regarding various facets of the proposed plans, including the rise in costs and scope for the pavilion and the need for recreation facilities for residents.

The public was invited to come forward and comments were made regarding making sure the amphitheater is handicapped accessible and shaded; Woodlore residents again expressed concerns regarding residents use of the golf course, the curb cut, and they recommended the projects be voted on an individual basis with public input; another resident had concerns about building and creating additional maintenance costs; and a resident who said he was familiar with recreation asked that more research be done as to the money-making aspects of the facilities such as the golf course.

Moved by Mr. Reaume, seconded by Mr. Edwards, to approve Resolution No. 2013-07-23-24 adopting the Amended Improvement Revolving Fund Budget for 2013 as presented.

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

Motion carried.

The Board recessed briefly at 10:04 p.m. and returned at 10:15 p.m.

**6) Request for Board Action - Approve Amended 2013 General Fund Budget –
Resolution 2013-07-23-25**

Mr. Edwards reviewed the proposed changes such as anticipated increases and decreases in revenue and expenditures, including recommended raises for the Executive Aide, Deputy Clerk, Deputy Treasurer and Community Planner to make their pay comparable with salaries in other communities as has been done for other non-represented employees.

Mr. Doroshewitz asked that the recommended raises not be embedded in the Amended General Fund Budget request and that it be a separate motion. Mr. Kelly agreed that it would make for greater transparency. Mr. Edwards directed the trustees to the detailed information included in their board packets.

Moved by Mr. Edwards, seconded by Ms. Conzelman, to approve Resolution 2013-07-23-25 adopting the Amended General Fund Budget for 2013 as presented, including the following raises:

**CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES
REGULAR MEETING
TUESDAY, JULY 23, 2013**

\$5,000 for the Executive Aide to the Supervisor
\$6,000 for the Deputy Clerk
\$6,000 for the Deputy Treasurer
\$7,000 for the Community Dev. Director/Planner

The motion was withdrawn by the maker after discussion regarding the merits of increasing further the salary of the Community Dev. Director/Planner in light of market rates of pay for comparable positions.

Moved by Ms. Conzelman, supported by Ms. Arnold, to approve Resolution 2013-07-23-25 adopting the Amended General Fund Budget for 2013 as presented, including the following raises:

\$5,000 for the Executive Aide to the Supervisor
\$6,000 for the Deputy Clerk
\$6,000 for the Deputy Treasurer
\$15,860 for the Community Dev. Director/Planner

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

Motion defeated.

Moved by Mr. Edwards, supported by Mr. Reaume, to approve Resolution 2013-07-23-25 adopting the Amended General Fund Budget for 2013 as presented, including the following raises:

\$5,000 for the Executive Aide to the Supervisor
\$6,000 for the Deputy Clerk
\$6,000 for the Deputy Treasurer
\$10,860 for the Community Dev. Director/Planner

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

Moved by Mr. Kelly, seconded by Mr. Reaume, to approve Resolution 2013-07-23-25 adopting the Amended General Fund Budget for 2013 as presented, including the following raises as originally presented:

Executive Aide to the Supervisor from \$53,096 to \$58,096 (\$5,000 increase)
Deputy Clerk from \$46,350 to \$52,350 (\$6,000)
Deputy Treasurer from \$46,350 to \$52,350 (\$6,000)
Community Dev. Director/Planner from \$39,140 to \$46,140 (\$7,000)

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

STATE OF MICHIGAN
COUNTY OF WAYNE
CHARTER TOWNSHIP OF PLYMOUTH

AMENDED 2013
GENERAL FUND BUDGET

RESOLUTION NUMBER 2013-07-23-25

At a regular meeting of the Charter Township of Plymouth Board of Trustees, Wayne County, Michigan, held at the Township Hall located at 9955 N. Haggerty Road, Plymouth, Michigan on July 23, 2013 at 7:00 p.m.

WHEREAS, the Supervisor has presented the Amended 2013 General Fund Budget

WHEREAS, The Board of Trustees has been advised of the contents of said budget;

NOW, THEREFORE, BE IT RESOLVED, that the aforementioned Budget be Adopted at the functional level as presented.

Present: Arnold, Conzelman, Curmi, Doroshewitz, Edwards, Kelly, Reaume
Absent: None
Moved by: Kelly
Supported by: Reaume


Roll Call Vote

Ayes: Reaume, Edwards, Doroshewitz, Kelly
Nays: Arnold, Conzelman, Curmi
Adopted: July 23, 2013
Resolution: 2013-7-23-25

Certification

STATE OF MICHIGAN)
)
COUNTY OF WAYNE)

I hereby certify that the foregoing is a true copy of the above Resolution, the original of which is on file in my office.


Nancy C. Conzelman, Clerk
Charter Township of Plymouth

**CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES
REGULAR MEETING
TUESDAY, JANUARY 8, 2013**

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.

Ayes all.

4) DWSD Water Service Contract - Amendment No. 3

Mr. Reaume explained the amendments to the contract to be executed between Plymouth Township and the Board of Water Commissioners, though the title of the amendment specifies the City of Detroit, as a result of a court order by the Federal Judge involved in the case.

Moved by Mr. Doroshewitz, seconded by Ms. Arnold, to approve Amendment No. 3 to the Water Service Contract between the City of Detroit and the Charter Township of Plymouth, and authorize the Supervisor and Clerk to sign the Amendment. Ayes all.

5) Collective Bargaining Agreement - Teamsters Local 214

Mr. Reaume indicated this agreement covers the Township DPW technicians.

Moved by Ms. Arnold, seconded by Mr. Edwards, to approve the Collective Bargaining Agreement between the Charter Township of Plymouth and Teamsters Local 214 effective January 1, 2013 through December 31, 2015. Ayes all.

6) Non-Represented Wages

Moved by Mr. Edwards, seconded by Ms. Arnold, to approve a 3% wage increase for non-represented employees, excluding public safety non-represented employees. Ayes all.

7) Audio Visual Digital Upgrade

Mr. Reaume indicated the current analog audio-video equipment will be replaced with high definition cameras, and digital recording equipment. The tabletop boundary microphones will be replaced with lapel style wireless microphones, so the public may better hear the proceedings. Meetings also can then be available on-line. Board members discussed whether or not to attempt to continue broadcasting them on cable TV. Costs are to be paid out of Cable Company PEG fees.

**CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES
REGULAR MEETING
TUESDAY, JANUARY 12, 2016**

PROPOSED MINUTES

5) Request for Board Action - METRO Act Application - RAM Construction Services

Moved by Mr. Kelly and seconded by Ms. Conzelman to deny the METRO Act Application as submitted by RAM Construction Services on December 9, 2015 for the reasons cited in the attached memo dated January 6, 2016 from the Township Attorney. The denial shall not preclude applicant from resubmitting a revised application for consideration. Ayes all.

6) Request for Board Action - Non Represented Employees Compensation

Moved by Mr. Doroshewitz and seconded by Mr. Curmi to approve a 2% raise for all non-represented Township employees, excluding the recently hired Manager of Accounting and Financial Reporting.

AYES: Doroshewitz, Curmi, Conzelman, Edwards, Mann, Price

NAYS: Kelly

Motion carried.

7) Request for Board Action – METRO Act Application – 123.NET, Inc.

Moved by Mr. Curmi and seconded by Mr. Mann to approve the METRO Act Application as submitted by 123.NET, Inc. Ayes all.

K. SUPERVISOR AND TRUSTEE COMMENTS

Mr. Doroshewitz had questions about additional bills for the snow-making machine and whether decreased liability for non-supervision of the sled hill is in the best interests of members of the community. Mr. Edwards answered questions regarding the snow-making machine and updated Board members on getting the BS&A software online. Ms. Conzelman discussed that under state law, voters must indicate whether they wish to receive a Republican ballot or a Democratic ballot for the upcoming March 8, 2016, party presidential primary election. Mr. Price noted the opening of LA Fitness, discussed the snow-making machine, indicated the marijuana task force has met, and mentioned the possibility of a work session on February 2. Mr. Curmi had questions on several subjects, among them the roof-painting RFP, sidewalk plan review, road crack sealing plan, pavilion rental policy, capital project status and parking lot drainage.

L. PUBLIC COMMENTS

J.9



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

MEETING DATE: January 24, 2017

ITEM: Tolling Agreement between the City of Plymouth and the Charter Township of Plymouth.

PRESENTER: Kurt Heise, Supervisor

BACKGROUND:
See the enclosed resolution

ACTION REQUESTED: Approve

RECOMMENDATION: Approve the recommendation as submitted.

PROPOSED RESOLUTION: I move to approve Resolution #2017-01-24-03 authorizing the Township Supervisor to sign the Tolling Agreement between the Charter Township of Plymouth and the City of Plymouth tolling the statute of limitations with regards to the legal rights of the Township to any and all claims or causes of action regarding outstanding financial liabilities as a result of the previous fire merger agreement.

Moved by: _____ Seconded by: _____

ROLL CALL:

CC _____, RD _____, GH _____, JV _____, KH _____, MC _____, JD _____

TOLLING AGREEMENT

THIS TOLLING AGREEMENT ("Tolling Agreement") is made and entered into as of January ____, 2017 (the "Effective Date"), by and between the City of Plymouth ("City") and the Charter Township of Plymouth ("Township"), (collectively the "Parties").

Recitals

WHEREAS, on or about November 22, 1994, the Township and the City entered into an Intergovernmental Fire Services Agreement ("IGA"); and,

WHEREAS, on or about September 14, 1999, the City and Township executed the 1st Modified Intergovernmental Fire Service Agreement Between The Charter Township of Plymouth and The City of Plymouth ("Amended IGA"); and,

WHEREAS, on October 6, 2010, the City gave formal notice to the Township that the City wished to terminate its participation in the Amended IGA, effective December 31, 2011;

WHEREAS, in June and/or July of 2016, the parties entered into an "Agreement Between the Charter Township of Plymouth and the City of Plymouth Regarding Post-Termination Health Care Costs Through December 31, 2015" ("Agreement"), and such Agreement provides that the City will pay the Township \$330,558.22 to pay in full firefighter health care costs (only) related to the Amended IGA that accrued prior to January 1, 2016; and,

WHEREAS, the Agreement specifically provides that "health care costs" as contemplated therein includes both health care costs and medical benefits as stated in the Amended IGA; and,

WHEREAS, the Agreement did not include health care costs (including medical benefits) that have accrued since and will continue to accrue after December 31, 2015; and,

WHEREAS, the Agreement further specifically provides that that the Township and the City continue to negotiate as to "health care costs related to the Amended IGA beyond December 31, 2015"; and,

WHEREAS, the Agreement is silent with respect to "retirement related costs," e.g., pension payments that accrued before January 1, 2016 and that have and will continue to accrue after that date; and,

WHEREAS, on November 3, 2016, the Township filed a Complaint in the 3rd Judicial Circuit Court for the State of Michigan, being Case No. 16-014345-CK; and,

WHEREAS, the Township and the City wish to continue voluntary negotiations to resolve the dispute regarding the payment by the City to the Township of health care costs related to the Amended IGA beyond December 31, 2015, and retirement related costs that accrued before January 1, 2016, and that have and will continue to accrue after that date, as well as to explore other potential options of resolution, such as mediation and/or arbitration; and,

WHEREAS, the Parties wish to postpone or avoid the inconvenience, expense, and distraction of litigation while they pursue voluntary negotiations, and potentially some other form of alternative dispute resolution, such as mediation and/or arbitration, while still fully preserving the Township rights that existed as of November 3, 2016 to commence legal action against the City for the alleged breach of the Amended IGA, which rights may at a future date, but for this Tolling Agreement, be time-barred by any applicable statute(s) of limitations, laches, and other possible time-bars and defenses based in whole or in part on the time which may elapse from the accrual of such claims to the filing of an action (all of which time-bars and defenses, including, the statute(s) of limitations and laches, are referred to as "Time Defenses"); and,

WHEREAS, in *Pitsch v Blandford*, 474 Mich 879; 704 NW2d 695 the Michigan Supreme Court ruled that unambiguous agreements to toll the statutes of limitations are to be enforced as written if such agreements do not violate any established public policy; and,

WHEREAS, the Parties agree that this Tolling Agreement does not violate any established public policies, and;

NOW THEREFORE, in consideration of the Township's dismissal without prejudice of Case No. 16-014345-CK in the 3rd Judicial Circuit Court for the State of Michigan, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Terms and Conditions

1. All of the foregoing Recitals are incorporated herein as part of the Tolling Agreement.
2. With respect to any and all claims or causes of action, known or unknown, relating to, arising out of, or in connection with, the Amended IGA, including but not limited to claims for alleged breach of contract, violation of Article IX, § 24 of the Constitution of Michigan, quantum meruit, unjust enrichment, promissory estoppel, declaratory relief, or any other claims or causes of action whatsoever (collectively, the "Tolled Claims"), the Parties hereby stipulate that any applicable statute(s) of limitations or other Time Defenses applicable to the Tolled Claims shall be deemed tolled from November 3, 2016 until the later of: (a) December 31, 2017; or (b) if the parties decide to submit the case to binding arbitration before December 31, 2017, six months after the arbitrator(s) render(s) his/her/their written award.
3. The period of time during which any applicable statute(s) of limitations or other Time Defenses applicable to the Tolled Claims shall be deemed tolled is hereinafter referred to as the "Tolling Period." The Tolling Period shall run from November 3, 2016 until the time listed in paragraph 1 or the termination of this Tolling Agreement as provided herein. For purposes of clarity, the tolling of the statute(s) of limitations and other Time Defenses during the Tolling Period shall survive any termination of this Tolling Agreement, such that any Tolled Claim which would have been barred as a result of the expiration of the statute(s) of limitations

or other Time Defense with respect to such Tolled Claims at any time during the Tolling Period may be brought by the Township at any time prior to the termination of the Tolling Period, and the City may not assert the expiration of the statute(s) of limitation any other Time Defense during such period as a defense to any such Tolled Claims brought by the Township.

4. The City further agrees that it shall not interpose in any lawsuit or action between the Parties related to the Tolled Claims: (a) a defense that the applicable statute(s) of limitations shall have expired during the Tolling Period and/or (b) any Time Defenses based on the passage of time during the Tolling Period. This paragraph 4 shall survive the termination of this Tolling Agreement.

5. This Tolling Agreement may not be used or relied upon for any purpose other than the enforcement of its terms. This Tolling Agreement shall not be admissible in any proceeding and shall not be used by either party in any proceeding, except solely for the purpose of establishing, if the matter is contested, the tolling of any statute(s) of limitations or other Time Defenses for the specific and limited period of time under such terms as are set forth in this Tolling Agreement.

6. Nothing in this Tolling Agreement shall be construed as an admission of any fault, liability or wrongdoing by either Party.

7. This Tolling Agreement may be signed in counterparts, each of which shall be deemed an original, and all such counterparts constituting one Tolling Agreement. The exchange of copies of this Tolling Agreement and of signature pages by facsimile transmission shall constitute effective execution and delivery of this Tolling Agreement as to the parties and may be used in lieu of the original Tolling Agreement for all purposes. Signatures of the parties transmitted by facsimile shall be deemed to be their original signatures for all purposes. Each party signing this Tolling Agreement represents that she or it has read the Tolling Agreement, understands it, and intends to be legally bound by all of its terms.

8. Any and all notices under this Tolling Agreement shall be in writing, sent by certified mail, receipt return requested, and shall be addressed and provided to the Parties as follows:

To the Township: Kurt Heise, Supervisor
9955 N. Haggerty Road
Plymouth, MI 48170

To the City: Dan Dwyer, Mayor
201 S. Main
Plymouth, MI 48170

9. Each Party hereby acknowledges and agrees: (a) that in the negotiation and drafting of this Tolling Agreement she or it has had the opportunity to consult with counsel of her or its choice; (b) that her or its counsel has had an opportunity to contribute to the negotiation and drafting of this Tolling Agreement; and (c) that the principle of construing a document most

strictly against its drafter shall not apply with respect to the interpretation of this Tolling Agreement.

10. The signatories to this Tolling Agreement represent and warrant that they each Party's Board or Commission have approved this Tolling Agreement, and that such signatories have the authorization and power to bind the Party on whose behalf they are signing.

11. If one or more provisions of this Tolling Agreement shall be invalid, illegal, or unenforceable in any respect under any applicable law or decision, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired in any way. Each party shall, in any such event, execute such additional documents as the other party may reasonably request to give valid, legal, and enforceable effect to any provision of this Tolling Agreement that is determined to be invalid, illegal, or unenforceable as written in this Tolling Agreement.

12. This Tolling Agreement may only be amended, modified, or supplemented by an agreement in writing approved by each Party's respective Board or Commission and signed by an authorized representative of each party.

13. No party may assign any of its rights or delegate any of its obligations under this Tolling Agreement without the prior written consent of the other parties. Any purported assignment in violation of this Section shall be void.

14. This Tolling Agreement is for the sole benefit of the parties and their respective successors and permitted assigns, and nothing in this Tolling Agreement, express or implied, is intended to or shall confer on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Tolling Agreement.

15. All matters arising out of or relating to this Tolling Agreement, are governed by, and construed in accordance with, the laws of the state of Michigan. Each party agrees that it will not bring any action, litigation, or proceeding against any other party in any way arising from or relating to this Agreement in any forum other than the courts of the state of Michigan sitting in Wayne and any applicable Michigan appellate court. Each party submits to the exclusive jurisdiction of those courts and agrees to bring any such action, litigation, or proceeding only in those courts.

16. This Tolling Agreement constitutes the full and complete agreement of the parties concerning the subject matter of the Tolling Agreement, and there are no covenants, conditions, or terms other than those expressly set forth in this Tolling Agreement.

[The remainder of this page is intentionally blank, signature page to follow.]

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals as of the date first hereinabove written.

The Charter Township of Plymouth

By: _____
Kurt L. Heise, Supervisor

Date: _____, 2016

STATE OF MICHIGAN)
COUNTY OF WAYNE)

Acknowledged before me in Wayne County, Michigan, on _____ by Kurt L. Heise.

/s/ _____
(Notary public's name)
Notary public, State of Michigan, County of Wayne.
My commission expires _____.

The City of Plymouth

By: _____
Dan Dwyer, Mayor

Date: _____, 2016

Acknowledged before me in Wayne County, Michigan, on _____ by Dan Dwyer.

/s/ _____
(Notary public's name)
Notary public, State of Michigan, County of Wayne.
My commission expires _____.