

COUNTY OF Oakland)
STATE OF Michigan) ss.

On this 9 day - November, 1938, before me personally appeared Marshall R. Reed and President
known to be the person described in and who executed the foregoing instrument, and acknowledged
that He executed the same as His free act and deed.

C E Thorne
C E Thorne

Notary Public, Benzie County, Mich.
Acting in Oakland County

My commission expires April 18, 1942

RIGHT OF WAY

Elmer J. Weinberg & wife
to
Tri-Lakes Corporation

Register's Office
Washtenaw County ss.

Received for record this 18th day
of November A. D. 1938 at 2:45
o'clock P. M. and recorded in
Liber 334 of Deeds on page 425.

Katherine W. Skau, Register of Deeds

Ruth Otto Clerk

FOR AND IN CONSIDERATION of the sum of ONE DOLLAR, to them in hand paid, the receipt of which is hereby acknowledged, and the further consideration of \$250.00 Elmer J. Weinberg and Margaret Weinberg (his wife) (Hereinafter called the Grantor-) do hereby grant to Tri-Lakes Corporation (hereinafter called the Company) its successors or assigns, the right to lay a pipe line and maintain, operate, repair, replace and remove the same, and to erect, maintain, operate, and remove telegraph or telephone lines along said pipe line, if the same be found necessary, over and through said lands situate in Township of Sylvan Township Washtenaw County, State of Michigan, and described as follows:
Being pt. S.E. 1/4 of Section 11 Township Two South Range 3 E and
Being East Half of Section 14 Township two south Range 3 E and
Being - of Section - Township - Range - and
Being - of Section - Township - Range - and
being a line along the east side of the center line of said sections eleven and 14 lying south of D.U.R. right of way.
With the right of ingress and egress to, and from the same; the said Grantor to fully use and enjoy said premises, except for the purpose hereinbefore granted to the Company; Said pipe to be buried so as to not interfere with the cultivation of the land, and said Company to pay any damages which may arise to crops and fences from the laying, maintaining, replacing, repairing, operating and removing said pipe line, said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the said Grantor their heirs or assigns, one by the Company, assessors or assigns, and the third by the two appointed as aforesaid, and the award of such three persons shall be final and conclusive.
And it is hereby further agreed that the said Company, its successors or assigns, may at any time, lay, maintain, operate, relay, replace, repair and over the said premises upon the payment of a like consideration for each line and subject to the same conditions as above; and may also at any time change the size of its lines by paying the damages, if any, to growing crops and fences which may arise in making such change.

IN WITNESS WHEREOF, The parties have set their hands this 13th. day of October A.D.1938.

Elmer J. Weinberg (Seal)
Elmer J. Weinberg

Margaret Weinberg (Seal)
Margaret Weinberg

Signed and acknowledged in presence of
Jay E. Weinberg
Jay E. Weinberg

C E Thorne
C E Thorne

COUNTY OF Washtenaw)
STATE OF Michigan) ss

On this 13th. day of October, 1938, before me personally appeared Elmer J. Weinberg and Margaret Weinberg husband & wife, known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

C E Thorne
C.E.Thorne

Notary Public, Benzie County, Mich.
Acting in Washtenaw County

My commission expires April 18, 1942.

REGISTER OF DEEDS July 16th 1948 10:45
WASHTENAW COUNTY ss RECORDED

RIGHT OF WAY

Allan A. Seymour REGISTER

ALBERT J. FIELEMEIER, single, and LYDIA DAVIS, single, parties
of the first part, in consideration of One Dollar (\$1.00) to them paid
by the MICHIGAN GAS STORAGE COMPANY, a Michigan corporation,
Jackson, Michigan, party of the second part, receipt of which is hereby
acknowledged, Convey — and Warrant — to the party of the second part, its successors and
assigns, Forever, the easement and right to lay, construct and maintain one or more lines of gas
mains, with the usual connections and accessories, for the purpose of transmitting gas, in,
through and across the following described parcels of land, including all public highways upon
or adjacent to said parcel s, which parcel are situate in the Township
of Sylvan, County of Washtenaw, and State of

Michigan, to-wit:
West Half of the Southwest Quarter of Section Thirteen, excepting the
South seventeen acres thereof; also commencing at the center post of said Sec-
tion Thirteen and running thence South 88 degrees 50 minutes west 20 chains
and 40 links along the quarter line; thence southward along the half quarter
line 13 chains and 70 links; thence north 87 degrees east 20 chains and 52 links;
thence northward along the center line of said Section, 12 chains and 71 links
to the place of beginning, all in Township 2 South, Range 3 East, Michigan.

The route to be taken by said gas mains across said land being more specifically described as
follows:

Generally in a Northwesterly and Southeasterly direction in, under,
through and across said above described lands.

With full right and authority unto the party of the second part, its successors and assigns, and
its and their agents and employees, to enter at all times upon said premises for the purpose of
constructing, repairing, removing, replacing, and maintaining said gas mains, connections and
accessories. Not more than two lines of gas mains may be laid and constructed hereunder. Said
lines will not be constructed concurrently, and the second line may be commenced and completed
at any time subsequent to the completion of the initial line. Party of the second part shall pay
said part ias of the first part at the rate of One Hundred Sixty Dollars (\$160.00) per mile for
each line of mains laid on said premises, payable, as to each of said lines, on or before the date
on which the construction of such line commences. Party of the second part shall also pay for
damage to crops or fences in laying or maintaining said gas mains. Soil drainage systems, if
any, upon said premises, shall be left in as good condition as found.

WITNESS the hands and seals of the parties of the first part this 11th day
of May, 1948.

Signed, Sealed and Delivered
in the Presence of

Jesse Mapes
Jesse Mapes
Myrtle Mapes
Albert J. Fielemeier (L. S.)
Lydia Davis (L. S.)
Lydia Davis (L. S.)

STATE OF MICHIGAN

County of Washtenaw } ss.

On this 11th day of May, 1948, before me, a Notary
Public of Osceola County, Michigan, acting in Washtenaw
County, personally appeared ALBERT J. FIELEMEIER and LYDIA DAVIS
to me known to be the same persons named in and who executed the foregoing instrument,
and severally acknowledged the execution of the same to be their free act and deed.

Jesse Mapes
Jesse Mapes

My commission expires: Apr. 15, 1951 Notary Public, Osceola Co., Mich.

WASHTENAW #27

PARTIAL RELEASE OF EASEMENT

LIBER 2733 PAGE 743

THIS AGREEMENT, Made this 30th day of December, 1992, by and between MICHIGAN GAS STORAGE COMPANY, a Michigan corporation, 212 West Michigan Avenue, Jackson, Michigan, Grantor, for valuable consideration paid to it by JAMES K. DANIELS and ROBERT L. DANIELS, 665 Washington Street, Chelsea, Michigan, Grantee, receipt of which is hereby acknowledged, does hereby RELEASE and QUITCLAIM unto Grantee, its successors and assigns, Forever, all easements, rights and privileges as set forth in a conveyance recorded in Liber 490 at page 224 in Washtenaw County Records, except the rights more fully described below, as lie within the following described land located in the Township of Sylvan, County of Washtenaw and State of Michigan:

The West 1/2 of the Southwest 1/4 of Section 13, Township 2 South, Range 3 East, excepting 17 acres off the South end thereof. Also beginning at the center post of said Section 13; running thence S 88° 50' W, 20 chains and 40 links along the 1/4 line; thence Southward along the 1/2-quarter line, 13 chains and 70 links; thence N 87° E, 20 chains and 52 links; thence Northward along the center line of said section, 12 chains and 71 links to the place of beginning.

EXCEPT a strip of land within the above-described parcel more particularly described as follows: BEGINNING at the West 1/4 corner of Section 13, Township 2 South, Range 3 East; thence N 89° 38' 10" E, 17.93 feet; thence S 86° 39' 05" E, 1196.38 feet; thence N 89° 56' 05" E, 49.16 feet; thence S 54° 58' 45" E, 164.59 feet; thence S 56° 06' 15" E, 322.76 feet; thence S 00° 39' 10" W, 157.83 feet; thence N 56° 06' 15" W, 78.91 feet; thence N 00° 39' 10" E, 39.46 feet; thence N 56° 06' 15" W, 247.97 feet; thence N 89° 20' 50" W, 60.61 feet; thence N 54° 58' 45" W, 190.64 feet; thence N 46° 59' 05" W, 1172.28 feet; thence N 00° 58' 45" E, 116.71 feet to the Point of Beginning.

Except as herein expressly released, Grantor reserves all rights under and pursuant to the above-mentioned easement.

Grantee, as part of the consideration for the aforesaid release and quitclaim, covenants and agrees as follows:

1. Grantee will not install, construct or permit any buildings or other structures within the strip of land described above.
2. No utilities or roadways and the like will be constructed on or over the easement strip unless approval is granted by Grantor as to their location.
3. A maximum height of 7 feet will be allowed for shrubs and none will be located within 5 feet of either side of the edge of the existing pipeline. No trees are to be planted within the restricted easement area.
4. Due to the added encumbrance of any driveway crossings, parallel driveways, shrubs, sod, etc., any damages due to pipeline operation will be at Grantee's expense.

9:15 AM
 7-93
 EUGENE M. HARRIS
 Notary Public for Michigan

2

USE 2733 PAGE 744

5. Fences on or along the right of way should be kept to a minimum. If fencing is constructed, placement of the supports should be a minimum of 5 feet from Grantor's pipeline.

6. Slabbing or concrete poured in place may be required under main roads that cross Grantor's pipeline.

7. Foreign utilities crossing Grantor's pipeline will have a minimum clearance of 24 inches.

8. If heavy equipment is to cross Grantor's pipeline, a minimum of 5 feet cover shall be maintained over the pipeline or protective bridging shall be installed in accordance with Grantor's specifications at Grantor's expense.

9. No ground cover is to be removed from the excepted easement strip.

10. No septic systems or drain fields shall be placed on the defined right of way.

11. At least five working days prior to performing any excavation or construction within the strip of land, Grantee shall notify Grantor's Area Supervisor, Williamstown, Michigan at telephone number (517) 521-3040, and any such work shall be coordinated with and witnessed by and is subject to review and approval of Grantor's engineering personnel.

12. Grantee shall notify the Utility Communication System (MISS DIO), telephone number 1-800-482-7171, as required by law, at least 48 hours before performing any excavation or construction within the easement strip.

13. The benefits hereof shall accrue to and the obligations hereof shall bind the heirs, successors and assigns of the respective parties.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed in its corporate name and by its duly authorized representative as of the day and year first above written.

WITNESSES:

MICHIGAN GAS STORAGE COMPANY

B C Sosinski
B C Sosinski

By R J Odlevak
R J Odlevak

B A Avery
B A Avery

Its Vice President
Vice President

Michael Joseph Sosinski
MICHAEL JOSEPH SOSINSKI

James K. Daniels
JAMES K. DANIELS

John A. Porter
JOHN A. PORTER

Robert L. Daniels
ROBERT L. DANIELS

FILED IN ST 644

BCL

2

RIGHT OF WAY EASEMENT FOR DRAINAGE

For and in consideration of One Dollars (\$1.00) and other valuable considerations the parties hereto do hereby grant, convey, release and transfer an easement for drainage purposes unto the State Highway Department and the Washtenaw County Drain Commissioner, Ann Arbor, Michigan, for the purpose of draining of described premises along the southerly boundary lines of said properties and along the northerly line of I-94. All of said drainage shall run from an easterly to a westerly direction.

The respective parcels involved are as follows:

1. Albert H. Brown and Mabel E. Brown, husband and wife, 20098 U. S. 12, Chelsea, Michigan, are the owners of the following property to-wit:

Com at SW cor of Sec., Th North 85°52'30" E 523.03 ft in S line of Sec. For P1 of Beg., Th North 85°52'30" E 253.07 ft. in S line of Sec. Th N 1°18' W 398.1 Ft., Th S 85°52'30" W 22.03 ft. th North 1°18' W 20 Ft., Th S 85°52'30" W 225 ft. Th S 0°28'30" E 418.43 ft. to P1 of Beg. BEING PART of SW $\frac{1}{4}$ Sec. 13, Town 2 South, Range 3 East.

2. Raymond Liebeck and Wilhelmina Liebeck, husband and wife, R #1, Chelsea, Michigan, are the owners of the following described property to-wit:

Beg. at NW cor of sec. Th N 86°37' E 300 ft in N line of Sec. Th S 38.26 ft. Th S 87°17' W 300 ft in N line of highway U.S. 12, Th N 34.77 ft in W line of Sec. To Place of Beginning, being a part of Northwest $\frac{1}{4}$ of NW $\frac{1}{4}$, Section 24, Town 2 South, Range 3 East.

The W 300 ft of S 17 AC of W $\frac{1}{2}$ of SW $\frac{1}{4}$ Sec. 13, Town 2 South, Range 3 East.

3. Albert J. Pielemeier, an unmarried man, 1420 Manchester Road, Chelsea, Michigan, is the owner of the following described property to wit:

The E 27.5 AC of E $\frac{1}{2}$ AC of SW $\frac{1}{4}$ Sec. 14 Town 2 South, Range 3 East.

Beg at the NE cor of Sec, Th W in N line of Sec. to the NW cor of E $\frac{1}{2}$ of SW $\frac{1}{4}$ of NW $\frac{1}{4}$, Th S to the N line of Highway U.S. 12, Th E in the N line of the HWY to the E line of Sec., Th N to the P1 of Beg., being a part of NE $\frac{1}{4}$ of NW $\frac{1}{4}$, Section 21, Town 2 South, Range 3 East.

4. J. Thomas Merkel and Jane Merkel, husband and wife, 20086

U. S. 12, Chelsea, Michigan, are the owners of the following described property to-wit:

Com at SW Cor of Sec. Th N 85°52'30" E 300 ft
in S line of Sec. for Pl of Beg., Th N 85°52'30"
East 223.03 ft in S line of Sec. Th N 0°28'30"
W 418.43 ft. Th N 1°18' W 130 ft. Th S 85°52'30"
West 229.10 ft. Th S 1°18' E 548.1 ft. to Pl of
Beg., being part of SW $\frac{1}{4}$ Section 13, Town 2 South,
Range 3 East.

Com at NW Cor of Sec. Th North 85° 52'30"
E 300 ft in N Line of Sec For Pl of Beg, Th N
85°52'30" E 223.03 ft in N line of Sec, Th
S 0°28'30" E 28.29 ft. th south 86°55' W 227.47
ft in N line of highway, th N 1°18' W 24.22 ft
to Pl of Beg., being part of NW $\frac{1}{4}$ Section 24,
Town 2 South, Range 3 East.

This drainage easement is for the purposes as previously stated to have
run off water from the highway and from the respective parties herein described
run along the southerly side thereof and on the northerly side of I-94 in a
westerly direction toward the natural drainage area.

Each of the parties do hereby agree and consent to the necessary
installation of said drainage by a ditch or culvert or pipes or tiles as may
be deemed advisable and expedient in the judgment of the grantees of this
easement. Said grantees shall have the right and privilege to enter upon
said premises for the proper construction, maintenance and repair of said
ditch in order to properly protect and preserve the various properties
described herein.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands
and seals on this 30th day of September 1961.

IN THE PRESENCE OF:

James C. Hendley
James C. Hendley
Marlene M. O'Connor
Marlene M. O'Connor

Albert H. Brown
Albert H. Brown
Mabel E. Brown
Mabel E. Brown
Raymond Liebeck
Raymond Liebeck

NOTARY PUBLIC

Wilhelmina Liebeck

Wilhelmina Liebeck

Albert J. Pielemeier

Albert J. Pielemeier

J. Thomas Merkel

J. Thomas Merkel

Jane Merkel

Jane Merkel

STATE OF MICHIGAN)
County of Washtenaw) ss.

On this 20 day of September, A.D., 1961, before me personally appeared Albert H. Brown and Mabel E. Brown, husband and wife, Raymond Liebeck and Wilhelmina Liebeck, husband and wife, Albert J. Pielemeier, an unmarried man, and J. Thomas Merkel and Jane Merkel, husband and wife, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they personally executed the same as their free act and deed.

Marlene M. O'Connor

Marlene M. O'Connor, Notary Public

Washtenaw County, Michigan

My commission expires: Sept. 21, 1963

RECEIVED
FOR RECORD

FEB 13 1 14 PM '62

PATRICIA NEWELL HARDY
REGISTER OF DEEDS
WASHTENAW COUNTY, MICH.

RECEIVED
FOR RECORD

FEB 13 1 14 PM '62

PATRICIA NEWELL HARDY
REGISTER OF DEEDS
WASHTENAW COUNTY, MICH.

RIGHT OF WAY

Recorded day of
A.D. 19..... M.
Liber..... Page.....

Register of Deeds

Albert J. Pielemeier, a single man;
Harold C. Davis a/k/a Harold Davis and his wife Louise Davis
First part i.e., in consideration of Dollars (\$1,000) to them,
paid by the CONSUMERS POWER COMPANY, a Maine corporation authorized to do business in Michigan, at 212 W. Michigan Ave.,
Jackson, Michigan, second party, receipt of which is hereby acknowledged, convey and warrant to the second party, its
successors and assigns, forever, the easement and right to erect, lay and maintain lines consisting of poles, wires, cables,
conduits and other fixtures and appurtenances for the purpose of transmitting and distributing electricity and/or conducting a com-
munication business on, over, under and across the following described parcels of land, including all public highways upon or
adjacent to said parcels of land, which parcels are, situate in the Township of Washtenaw, County
of Washtenaw, and State of Michigan, to-wit:
The West one-half (1/2) of the Southwest one-quarter (1/4) of Section thirteen (13), Township
two (2) South, Range three (3) East; excepting, therefrom, the South 17 acres, thereof. Also
a parcel of land described as beginning in the center of said Section thirteen (13), running
thence South 88° 50' West 20 chains 40 links to the West, North and South one-eighth (1/8)
line of said section, thence South 13 chains 70 links, thence North 87° East 20 chains 52
links, thence North 12 chains 71 links to the place of beginning.

The route to be taken by said lines of poles, wires, cables and conduits across, over and under said land being more specif-
ically described as follows:

Second party may locate one route along and not more than ten (10) feet from said one-eighth
(1/8) line and locate one route South of and not more than five (5) feet from the North line
of said land, and locate one route West of and not more than three hundred (300) feet from
the East line of said above described land in the East one-half (1/2) of the Southwest one-
quarter (1/4) of said section; also conveying the right to erect and maintain lines of poles
and wires leading laterally from said last described route to the East line of said land.

With full right and authority to the second party, its successors, licensees, lessees or assigns, and its and their agents and employees,
to enter at all times upon said premises for the purpose of constructing, repairing, removing, replacing, patrolling, improving,
enlarging and maintaining such cables, conduits and poles and other supports, with all necessary braces, guys, anchors,
manholes and transformers, and stringing thereon and supporting and suspending therefrom lines of wire, cables or other conductors
for the transmission of electrical energy and/or communication, and to trim, remove, destroy or otherwise control any trees and
brush which may, in the opinion of said second party, interfere or threaten to interfere with or be hazardous to the construction,
operation and maintenance of said lines. It is expressly understood that no buildings or other structures will be placed under such
wires and/or over such cables without the written consent of said second party. It is expressly understood that non-use or a limited
use of this easement by second party shall not prevent second party from later making use of the easement to the full extent herein
authorized.

Second party to pay first party for any damage to crops in erecting and maintaining said
line of poles and wires.

WITNESS the hands and seal of the parties of the first part, this 14th day of
June, 1953.

Signed, Sealed and Delivered in Presence of

Frederick L. Hill
Dorothea Pielemeier

Albert J. Pielemeier (L.S.)
Harold C. Davis (L.S.)
Louise Davis (L.S.)

STATE OF MICHIGAN)
County of Washtenaw) ss.

On this 14th day of June 1953,
before me, a Notary Public of Jackson County,
Michigan, acting in Washtenaw County, personally appeared

Albert J. Pielemeier; Harold C. Davis; and
Louise Davis

to me known to be the same person(s) named in and who executed the
foregoing instrument, and severally acknowledged the execution of the same
to be their free act and deed.

Frederick L. Hill
Notary Public, Jackson Co., Mich.
My commission expires 9/4/56

RECORDED
FOR DEED

JUL 23 11 00 AM '53

REGISTERED
DEEDS

1035 PAGE 447

EASEMENT

Recorded _____ day of _____ Parcel #5
A.D. 19 _____ at _____ Clock _____ M.
Lib _____ Page _____

Register of Deeds

James K. Daniels and Phyllis S. Daniels, his wife, 595 Glasier Rd., Chelsea, Michigan;
Robert L. Daniels and Marjorie J. Daniels, his wife, 665 Washington, Chelsea, Michigan
Grantor, in consideration of One and 00/100 Dollars (\$ 1.00) to him paid by CONSUMERS
POWER COMPANY, a Michigan corporation, 212 W. Michigan Avenue, Jackson, Michigan, receipt of which is hereby
acknowledged, Conveys and Warrants to Grantee, its successors and assigns, Forever, the easement and right to erect, lay and
maintain lines consisting of transmission poles, wires, cables, conduits and other fixtures and appurtenances for the purpose of transmitt-
ing and distributing electricity and/or conducting a communication business on, over, under and across the following described
land, including all public highways upon or adjacent to said land, which land is situate in the Township _____ of
Sitten _____ County of Washtenaw, and State of Michigan, to-wit:

The East 10 chains of the South 27½ chains of the Southeast ¼ of Section 14, Township 2
South, Range 3 East.

NOTARY OF DEEDS
Washtenaw County, Michigan
April 25 1968
Richard L. Schubert, Notary Public

The route to be taken by said lines of transmission poles, wires, cables and conduits across, over and under said land being more spe-
cifically described as follows:
The center line of said route being described as commencing on the North line of the above
described parcel at a point not more than 6 ft. East of the West line of said land, thence
running S'ly along and not more than 6 ft. East of the West line of said land, to a point
of intersection with a line, said line being described as commencing at a point, said point
being located 6 ft. West of the East line of said Section 14, at a point not more than
1050 ft. nor less than 950 ft. South of the East and West ½ line of said Section 14, and
running thence S'ly, to a point, said point being located not more than 6 ft. East of the
East, North and South 1/8 line, at a point not more than 140 ft. nor less than 130 ft.
South of the center line of Interstate Highway 94, thence S'ly along said line to the
W'ly line of said above described parcel.

Together with the full right and authority to Grantee, its successors, licensees or assigns, and in and their agents and em-
ployees, to enter at all times upon said premises for the purpose of constructing, repairing, removing, replacing, installing, im-
proving, enlarging and maintaining such cables and conduits and such transmission poles and other supports, with all necessary bases,
guy, anchors, manholes and transformers, and stringing thereon and supporting and suspending therefrom lines of wire, cables or
other conductors for the transmission of electrical energy and/or communication, and to trim, remove, destroy or otherwise con-
trol any trees and brush which may in the opinion of Grantee, interfere or threaten to interfere with or be hazardous to the con-
struction, operation and maintenance of said lines. Grantee agrees that no buildings or other structures will be placed under or over
said facilities or within such proximity thereto as to interfere with or threaten to interfere with the construction, operation or main-
tenance of said facilities. It is expressly understood that non-use or a limited use of this easement by Grantee shall not prevent
Grantee from later making use of the easement to the full extent herein authorized.

Where applicable, pronouns and relative words used herein shall be read as plural, feminine or neuter.

Second party to pay first party for any damage to crops in erecting and maintaining said
lines.

IN WITNESS WHEREOF, Grantee has executed this instrument this 10 day of December, 1968.

WITNESSES:

Donald C. Little
Donald C. Little
Richard L. Schubert
Richard L. Schubert

Robert L. Daniels
Robert L. Daniels
Marjorie J. Daniels
Marjorie J. Daniels
James K. Daniels
James K. Daniels
Phyllis S. Daniels
Phyllis S. Daniels

STATE OF MICHIGAN

County of Washtenaw

On this 10th day of December, 1968, before me, a Notary Public of Washtenaw
County, Michigan, acting in Washtenaw County, personally appeared
Robert L. Daniels, Marjorie J. Daniels, James K. Daniels and Phyllis S. Daniels
to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they
executed the same as their free act and deed.

Prepared by Charles E. Henry
Consumers Power Company
212 West Michigan Avenue
Jackson, Michigan

Richard L. Schubert
Richard L. Schubert
Notary Public, Washtenaw County, Michigan
My commission expires January 7, 1972

LIBER 1285 PAGE 08

APR 25 1969

RECORDED

POSTING & FILING CODE

POSTED

SE 1/2 Sec 14 - easement - over 17
SPLDUBA

LIBER 3831 PAGE 0580

RECORDED
WASHTENAW COUNTY, MI

Dec 9 3 28 PM '98

PEGGY M. HANES
COUNTY CLERK/REGISTER

DEED C

NUMB 316	DEED	2.00
8333 0333003 1686	3:24PM	12/09/98
	SERF	2.00
8333 0333003 1686	3:24PM	12/09/98

KNOW ALL MEN BY THESE PRESENTS, that DANIELS ENTERPRISES, a dissolved Michigan co-partnership, whose address is One Old Barn Circle, Chelsea, Michigan 48118, conveys to ROBERT L. DANIELS, Trustee of the Robert L. Daniels Trust, U/A dated 7/21/92, whose address is One Old Barn Circle, Chelsea, Michigan 48118, the following described premises situated in the Township of Sylvan, County C. Washtenaw and State of Michigan, to-wit:

Beginning at the West 1/4 corner of Section 13, T2S, R3E, Sylvan Township, Washtenaw County, Michigan; thence N89°38'10"E 1367.22 feet along the East and West 1/4 line of said Section; thence S01°17'50"W 900.19 feet; thence S00°39'10"W 433.35 feet along the East line of the West 1/2 of the Southwest 1/4 of said Section; thence N89°20'50"W 412.22 feet to a point on the centerline of Pielmeier Drive; thence S00°39'10"W 88.91 feet along said centerline; thence continuing along said centerline Southerly 312.49 feet along the arc of a 800.00 foot radius circular curve to the left, through a central angle of 22°22'50", having a chord which bears S10°32'15"E 310.51 feet; thence S87°50'55"W 1016.13 feet to a point on the East line of Section 14, T2S, R3E, Sylvan Township; thence S00°58'45"W 930.10 feet along said East line to the Southeast corner of said Section 14; thence S89°14'45"W 658.22 feet along the South line of said Section to the West line of the East 1/2 of the East 1/2 of the Southeast 1/4 of said Section; thence N00°53'20"E 1866.56 feet along said West line, thence N89°56'05"E 660.97 feet to a point on the West line of aforesaid Section 13; thence N00°58'45"E 823.90 feet along said West line to the Point of Beginning. Being a part of the Southwest 1/4 of Section 13 and a part of the East 1/2 of the East 1/2 of the Southeast 1/4 of Section 14, T2S, R3E, Sylvan Township, Washtenaw County, Michigan and containing 78.90 acres of land, more or less. Being subject to the rights of the public over that portion of Pielmeier Drive, as occupied. Also being subject to and together with an easement for the purposes of ingress and egress over the I-94 Service Drive (Brown Drive) as occupied. Also being subject to easements and restrictions of record, if any,

for the consideration of \$1.00, subject to easements and restrictions of record, and further subject to liens for real property taxes which are not yet due and payable. The Grantor covenants that it has not committed or failed to perform any act which would encumber the title of the estate so granted. The grantor grants to the grantee the right to make ten (10) divisions under section 108 of the land division act, Act No. 288 of the Public Acts of 1967. This property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan right to farm act.

Dated this 2 day of November, 1998.

WITNESSES:

FIRST NATIONAL BANK OF MOUNT DORA,
a national banking association,
as Trustee of the James K.
Daniels Trust, U/A dated 2/24/89

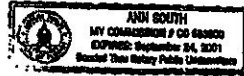
By: C. Edward Brooks, III
Its: Senior Vice President
and Trust Officer

Ann South
Elizabeth B. Pelfrey

LIBER3831 PAGE0581

STATE OF FLORIDA, COUNTY OF LAKE

The foregoing document was acknowledged before me this 2 day of November, 1998, by C. Edward Brooks, III, Senior Vice President and Trust Officer, of First National Bank of Mount Dora, a national banking association, on behalf of the bank.



Ann South
Notary Public
Lake County, Florida
My commission expires:

[SEAL]

WITNESSES:

Kevin L. Kunzelman
Kevin L. Kunzelman
EVAN L. COLE

Robert Lee Daniels
Robert Lee Daniels
Marjorie J. Daniels
Marjorie J. Daniels

STATE OF MICHIGAN, COUNTY OF WASHTENAW

The foregoing document was acknowledged before me this 2nd day of November, 1998, by Robert Lee Daniels and Marjorie J. Daniels, his wife.

JEAN M. BUST
Notary Public, Washtenaw County, MI
My Commission Expires July 2, 2000

Jean M. Bust
Jean M. Bust, Notary Public
Washtenaw County, Michigan
My commission expires: July 2, 2000

This instrument prepared by:
Karl R. Frankens
Conlin, McKenney & Philbrick, P.C.
350 S. Main Street, Suite 400
Ann Arbor, Michigan 48104-2131
(734) 761-9000

When recorded return to and
send subsequent tax bills to:
Robert L. Daniels, Trustee
One Old Bank Circle
Chelsea, Michigan 48118

Recording fee: \$11.00

Transfer Tax: \$ -0-

Tax Code #: 81-06-13-300-024
81-06-13-400-001

H:\KRF\PIELMEIER\DEED C.WFO

-2-



530

**DEVELOPMENT AGREEMENT BETWEEN
CHELSEA LAND COMPANY,
MAGELLAN PROPERTIES, LLC, AND SYLVAN TOWNSHIP**

THIS DEVELOPMENT AGREEMENT is made as of the 5th day of Sept. 2000, between **CHELSEA LAND COMPANY**, a Michigan corporation, and **MAGELLAN PROPERTIES, LLC**, a Michigan Limited Liability Company, whose address is 206 South Fifth Avenue, Suite 500, Ann Arbor, Michigan 48104 (collectively the "Company"), and the **TOWNSHIP OF SYLVAN**, a Michigan Municipal Corporation, whose address is 18027 Old U.S. 12, Chelsea, Michigan 48118 (the "Township").

PREMISES

WHEREAS, on March 29, 2000, the Company requested the Township's approval of certain rezonings under the Sylvan Township Zoning Ordinance. The Company requests the rezoning of certain parcels identified as Parcels C through G on the attached Exhibit A (such Parcels C through G are hereinafter referred to as the "Subject Property").

WHEREAS, in order to protect the public health, safety and welfare, to establish the quality and timing of development on the Subject Property, and to facilitate the financing and construction of public water, sewer and road improvements to serve the Subject Property, the Company and the Township are each willing to enter into this Development Agreement.



WHEREAS, in consideration of the undertakings of the Company set forth herein, the Township is willing to undertake the construction of certain public improvements hereinafter identified, utilizing Township special assessment funds and tap fees, in order to accommodate development of the Subject Property.

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

OBLIGATIONS OF THE COMPANY

1. **Special Assessment Petitions for Public Sewer, Water and Road Improvements.** In consideration of the obligations and promises of the Township, and subject to the conditions precedent and subsequent to such obligations and promises contained in this Development Agreement, the Company agrees to petition the Township to approve and establish one or more Special Assessment Districts, consisting of the Subject Property and the additional property described in the attached Exhibit A, in order to finance the construction of public sanitary sewer, water and road improvements to serve the Subject Property.

- A. On or before the execution of this Development Agreement, the Company shall furnish the Township evidence of title, sufficient to the Township Attorney, showing that the Company is the fee simple owner of the Subject Property, holding the same free and clear of any liens and encumbrances except those approved by the Township, demonstrating that the Company has full authority to commit the Subject Property to a Special Assessment District.
- B. On or before the execution of this Development Agreement, the Company shall execute one or more petitions legally sufficient for the establishment of (1) a Sanitary Sewer Special Assessment District, (2) a Water Special Assessment District, and (3) a Road Special Assessment District, using petition forms acceptable to the Township, in order to allow for the financing, acquisition and construction of sanitary sewer, water, and public road improvements to serve the Subject Property.



- C. The Company shall dedicate to the Township, or to such public agency designated by the Township, all public utility easements necessary for the construction, installation, maintenance and repair of any sanitary sewer and water improvements on the Subject Property, as well as any necessary rights-of-way for the construction, maintenance and repair of all public roads on the Subject Property, including right-of-way for a road between Cavanaugh Road and Sibley Road along a route to be approved by the Township.
- D. The Company acknowledges and agrees that all costs related to the acquisition, construction and financing of public roads on the Subject Property shall be assessed against and collected from the Special Assessment District comprised of the property described in the attached Exhibit A, in phases as those roads are necessary for development of the Subject Property.
- E. The Company acknowledges and agrees that all costs related to the acquisition, construction and financing of the sanitary sewer system and water system to be constructed by or on behalf of the Township under this Development Agreement shall be assessed against and collected from the Special Assessment District comprised of the Subject Property and the additional property described in the attached Exhibit A, such costs to include the construction, acquisition and financing of the sanitary sewer treatment plant, water treatment plant, and all transmission, distribution, collection and related facilities necessary to bring such systems to a point at the outside boundary of the Subject Property.
- F. The sanitary sewer and water special assessments shall be allocated among the parcels in the Special Assessment District in proportion to the number of residential equivalent units allocated to each parcel. The first annual installment of sanitary sewer special assessment payments shall not be due until the sanitary sewer system is operational, and the first annual installment of water special assessment payments shall not be due until the water system is operational. For purposes of this paragraph, "operational" shall mean that all governmental requirements have been satisfied and the systems are ready to accept sewage and ready to provide water at a point at the outside boundary of the Subject Property.



- G. As the Township collects tap fees for connections to such sewer and water systems within the Subject Property, such tap fees collected by the Township will be credited to the next due annual installment of sewer and water special assessment payments due with respect to the Subject Property. If the Company pays the tap fees in full for any portion of the Subject Property, the Township shall release that portion of the Subject Property from the lien of the special assessments. If the Township collects tap fees for connections to such sewer and water systems from outside the Special Assessment District, such tap fees collected by the Township will be credited *pro rata* to the sewer and water special assessment payments due with respect to each parcel within the Special Assessment District, in proportion to the unused residential equivalent units allocated to each parcel.
- H. The Township may permit connections to such sewer and water systems for users outside the Special Assessment District in an amount not to exceed thirty-five (35) residential equivalent units per year, unless the Company waives this requirement. This requirement shall not apply to any proposed mobile home park, Cassidy Lake Technical School, or to property on Cavanaugh Lake, Cedar Lake, Spring Lake, Crooked Lake, Sugar Loaf Lake, or Winnewana Lake.
- I. In the event that the Township's total sewer and water special assessments on the property described in the attached Exhibit A exceed a principal amount of \$8 million (\$4 million if water service is provided by the Village of Chelsea) exclusive of interest, or the Township's tap fees for sewer and water service exceed \$8,000 (\$4,000 if water service is provided by the Village of Chelsea) per residential equivalent unit, exclusive of interest, the Company or the Township may rescind this Development Agreement within thirty (30) days after the approval of such assessments or tap fees.
- J. Tap fees collected by the Township for connection to the Township's sewer or water systems shall be computed by dividing the total cost of the system by the total capacity (in residential equivalent units) of the system, plus accrued interest at the rate of the bonds plus .25% for the Township's administrative expenses.
- K. Any sewer or water special assessments paid by the Company with respect to Parcels C through G shall be treated as tap fees prepaid.



2. Land Use Restrictions. In addition to any stricter requirements imposed by the Sylvan Township Zoning Ordinance or other applicable ordinances or regulations, the Company agrees to comply with the land use restrictions set forth in this Agreement.

A. Parcels C, D, E, F & G. Although the Company only owns Parcels C through G, it acknowledges and agrees that development approval for Parcels A, B, C, D, E, F & G identified in the attached Exhibit A shall be granted by the Township for a single, unified Planned Unit Development ("PUD"), consisting of single-family residential units, multi-family residential units, and related commercial and industrial uses constructed in phases, as permitted by Article 33.0 of the Sylvan Township Zoning Ordinance. If Parcels A, B, C, D, E, F and G are under separate ownership, those parcels may be developed independently, provided that such development is consistent with the approved PUD. In addition to the requirements of the Sylvan Township Zoning Ordinance, the PUD with respect to Parcels C through G, shall meet the following requirements and conditions:

- i. The total number of residential units shall be not more than 400 units or the number of units permitted under proposed Article 33.0 of the Sylvan Township Zoning Ordinance, whichever is less.
- ii. The residential units may be single family or multi-family units.
- iii. Any single-family detached units shall be located on lots that are at least 60 feet and not more than 80 feet in width and at least 7,200 square feet and not more than 10,000 square feet in area.
- iv. The General Commercial buildings on Parcels C, D, E, and F shall be limited to not more than 25,000 square feet of ground floor building area, minus any portion of that amount that may be approved by the Township for Parcels A and B, and shall be limited to the General Commercial uses listed on the attached Exhibit B. If Parcels C, D, E and F are under separate ownership from Parcels A and B, then all 25,000 square feet of General Commercial buildings shall be utilized in Parcels A and B, unless the owner of Parcels A and B waives this condition.



- v. The development of multi-family land uses on Parcels C, D and E shall be limited to uses as permitted in the MR multi-family residential district under Article 22.0 of the Sylvan Township Zoning Ordinance. The density of multi-family units shall not exceed eight (8) units per buildable acre.
 - vi. The development of Parcel F shall be limited to the uses listed in Exhibit B in the General Commercial District or listed in Exhibit C in the Industrial District.
 - vii. The development of Parcel G shall be limited to the uses listed in Exhibit B in the Highway Commercial District.
- B. Phasing of Development. In order to promote orderly development of the Subject Property, the Company agrees to phase the development of the Subject Property in accordance with the following schedule:
- i. Residential units on Parcels C, D and E (including single family units and multi-family units) shall be limited to not more than fifty (50) units in the first year after the commencement of development upon final approval of the PUD for the Subject Property, not more than forty (40) units in the second year, and not more than seventeen (17) units in each succeeding year, with a goal of completing the entire residential development within twenty (20) years after the commencement of development. Allowed units not constructed in any year may be constructed in succeeding years, provided that the cumulative total is not exceeded. This schedule shall apply collectively to Parcels C, D and E.
 - ii. Commercial development on Parcels C, D, E, and F, shall be phased in over ten (10) years from the commencement of development upon final approval of the PUD for the Subject Property, with not more than one-fifth in years one and two, one-fifth in years three and four, one-fifth in years five and six, one-fifth in years seven and eight, and one-fifth in years nine and ten. Allowed development not constructed in any year may be constructed in succeeding years, provided the combined total is not exceeded.
 - iii. Industrial development on Parcel F shall be phased in over ten (10) years from the commencement of development, with not more than fifty (50%) percent of the development phased in during the first five years and the balance of the development phased in over the second five years.



OBLIGATIONS OF THE TOWNSHIP

3. **Rezoning Proceedings.** The Township shall conduct the proceedings required by the Township Zoning Act and the Sylvan Township Zoning Ordinance in order to adopt the proposed rezonings as described in the attached Exhibit A. The Company's obligations hereunder shall be conditioned upon the Township's adoption thereof, and the proposed rezonings shall be conditioned upon the completion of the necessary sewer, water and road improvements referenced in paragraph 1 above and upon the Company's satisfaction of its obligations hereunder.

4. **PUD Amendment.** The Township shall conduct the proceedings required by the Township Zoning Act and the Sylvan Township Zoning Ordinance in order to adopt Article 33 of the Township Zoning Ordinance. The Company's obligations hereunder shall be conditioned upon the Township's adoption thereof.

5. **Special Assessment Proceedings.** To the extent it is authorized to do so by law, and subject to approval by bond counsel, the Township shall establish one or more Special Assessment Districts, each consisting of the Subject Property and the other property described in the attached Exhibit A, in order to finance the acquisition and construction of the necessary sanitary sewer, water and public road improvements to serve the Subject Property. The proceedings to establish the water special assessment district shall not commence for sixty (60) days following the execution of this Agreement, to give the Township an opportunity to negotiate with the Village of Chelsea for the provision of water service to the Subject Property.

6. **Bonds.** To the extent that it is authorized to do so by law, and subject to the approval of bond counsel, the Township shall issue or cause to be issued



bonds in the name of the Township or in the name of Washtenaw County or other public agency in an amount sufficient to acquire and construct the sanitary sewer, water and road improvements necessary to serve the Subject Property, and shall thereupon cause the acquisition and construction of the necessary sewer, water and road improvements. The bonds shall be repayable in annual installments for a period of twenty (20) years, at an annual interest rate not to exceed eight (8%) percent, unless the Company and the Township each approve different financing terms. The Company and the Township each acknowledge that the funds necessary to repay the bonds shall be derived solely from special assessments against the Subject Property and the other property described in the attached Exhibit A, and from tap fees collected for connections to the sewer and water systems, as provided in paragraph 1 above. In the event that the sanitary sewer or water system financed hereunder proves to be insufficient to serve the development approved for the Subject Property, because of the sale of taps to users outside the area described in the attached Exhibit A, the Township shall expand the system in the same manner as the original system was constructed and financed, to the extent permitted by law and subject to approval by bond counsel.

7. Evidence of Binding Commitment. As a condition precedent to the Township's obligation to issue bonds and make improvements as provided hereunder, the Company shall provide the Township evidence of a binding commitment to finance the development of the Subject Property for the uses specified in paragraph 2 above, in a form and amount that is reasonably acceptable to the bond counsel.

8. Insurance and Indemnification.

- A. Insurance. The Company shall obtain, and keep in full force and effect until the completion of development, a policy of builders' risk insurance, effective as of the date of commencement of construction, naming the Township as a co-insured party. The Company shall also



obtain, and keep in full force and effect throughout the period of construction, a policy of public liability insurance in single limit form, with a limit of not less than 3 million dollars, naming the Township as a co-insured party. The cost of the insurance premiums shall be borne by the Company.

- B. General Indemnification. To the extent not covered by the proceeds from the insurance policies required to be carried hereunder, the Company agrees to indemnify and hold the Township harmless against and from any loss, damage, claim of damage, liability or expense, to or for any person or property, whether based on contract, tort, negligence or otherwise, arising directly or indirectly out of or in connection with the acts or omissions in conjunction with the performance of this Development Agreement by the Company, his agents, servants, employees, or contractors. Likewise, the Township shall indemnify the Company for claims arising out of the acts of the Township's agents and employees.

9. Entire Agreement. This Development Agreement, the Exhibits attached hereto, and the instruments that are to be executed in accordance with the requirements hereof, set forth all of the covenants, agreements, stipulations, promises, conditions, and understandings between the Company and the Township concerning the development of the Subject Property, and there are no covenants, agreements, stipulations, promises, conditions or understandings, either oral or written, between them other than as set forth herein.

10. Modification. This Development Agreement can be modified or amended only by a written instrument expressly referring hereto and executed by the Company and the Township.

11. Michigan Law to Control. This Development Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with Michigan Law. This Development Agreement is to be executed and performed in Washtenaw County, Michigan, and Washtenaw County shall be the venue for any actions arising out of this Development Agreement or the transactions described hereunder.



12. **Due Authorization.** The Township and the Company each warrant and represent to the other that this Development Agreement and the terms and conditions hereof have been duly authorized and approved by, in the case of the Township, its Township Board and all other governmental agencies whose approval may be required as a condition to the effectiveness hereof, and as to the Company, by the respective Directors, Members, or Authorized Representatives thereof, and that the persons who have executed this Development Agreement have been duly authorized to do so. The parties hereto agree to provide such opinions of counsel as to the due authorization and binding effect of this Development Agreement and the collateral documents contemplated hereby as the other party shall reasonably request.

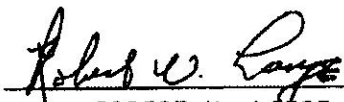
13. **Assignment.** Except as otherwise stated above, no assignment by either party of its rights and duties hereunder shall be effective unless approved in writing by the other party.

14. **Binding Effect.** This Development Agreement shall be binding upon the parties hereto and their successors and assigns.

15. **Corresponding Development Agreement.** The Company and the Township each acknowledge that this Development Agreement is intended to be read, administered and applied together with another similar Development Agreement between the Township and Warren Hamill, covering Parcels A and B described in the attached Exhibit A.

IN WITNESS WHEREOF, the undersigned have executed and delivered this Development Agreement as of the date stated above.

WITNESSES


ROBERT W. LANGE

TOWNSHIP OF SYLVAN,
a Michigan Municipal Corporation

By: 
Gerald Dresselhouse, Supervisor



5133836
Page: 11 of 23
09/08/2006 09:38A
L-3967 P-32

Peggy H. Haines - Washtenaw Co. #0

Robert W. Louys

Beth A. Redmond CB 9/6/2000 By: LuAnn S. Koch

BETH A. REDMOND

STATE OF MICHIGAN)

) ss

COUNTY OF WASHTENAW)

On this 6 day of Sept, 2000, before me, a Notary Public in and for said State, personally appeared Gerald Dresselhouse, Supervisor of Sylvan Township, and LuAnn S. Koch, Clerk of Sylvan Township, known to me to be the persons who executed the within Development Agreement and acknowledged to me that they executed the same for the purposes therein stated.

CHARLES H. BURGESS
NOTARY PUBLIC WASHTENAW CO., MI
MY COMMISSION EXPIRES Jul 6, 2003

Charles H. Burgess
Notary Public Charles H. Burgess
County of Washtenaw
My Commission Expires: 7-6-2003

CHELSEA LAND COMPANY

By: Rene Papo

Rene Papo, President

Rebecca R. Barkley
REBECCA R. BARKLEY
Tom Bareis
TOM BAREIS

STATE OF MICHIGAN)

) ss

COUNTY OF WASHTENAW)

On this 31 day of August, 2000, before me, a Notary Public in and for said State, personally appeared Rene Papo, on behalf of Chelsea Land Company, known to me to be the person who executed the within Development Agreement and acknowledged to me that he/she executed the same for the purposes therein stated.

Rebecca R. Barkley
Notary Public
County of Washtenaw
My Commission Expires: 7-2-2004

REBECCA R. BARKLEY
Notary Public, Washtenaw County, MI
My Commission Expires Jul 2, 2004



MAGELLAN PROPERTIES, L.L.C.

By: [Signature]
Rene Papo, Member

[Signature]
REBECCA R. BARKLEY
[Signature]
TOM BAREIS

STATE OF MICHIGAN)
) ss
COUNTY OF WASHTENAW)

On this 31 day of August, 2000, before me, a Notary Public in and for said State, personally appeared Rene Papo, on behalf of Magellan Properties, L.L.C., known to me to be the person who executed the within Development Agreement and acknowledged to me that he executed the same for the purposes therein stated.

[Signature]
Notary Public
County of Washtenaw
My Commission Expires: 7-2-2004

Drafted by:
William K. Fahey (P27745)
Foster, Swift, Collins & Smith, P.C.
313 S. Washington Square
Lansing, MI 48933
(517) 371-8100

S:\1511\TWP\SYLVAN\DEVEL\AGR.CLC

5133836
Page: 13 of 23
09/08/2008 09:30A
L-3967 P-32

EXHIBIT A
SYLVAN TOWNSHIP BOARD
RESOLUTION REZONING LAND
CONDITIONED ON APPROVAL OF PUD

At a regular meeting of the Sylvan Township Board, Washtenaw County, Michigan, held at the Sylvan Township Hall, on the 5 day of Sept., 2000, at 7:30 p.m., Eastern Standard Time.

PRESENT: Dresselhouse, Koch, Shaw, Heller, Lesser

ABSENT: None

The following resolution was offered by Justice Heller

and

supported by Measurer Shaw:

WHEREAS, Chelsea Land Company has requested the rezoning of certain parcels located within the Urban Area as designated in the Township's Comprehensive Plan; and

WHEREAS, the Chelsea Land Company proposes to develop such parcels as part of a PUD, subject to approval under Article 33.0 of the Sylvan Township Zoning Ordinance; and

WHEREAS, notice of a public hearing on the proposed rezonings was given as required by law, a public hearing on the proposed rezonings was conducted by the Planning Commission on April 27, 2000, and the Planning Commission recommended the rezonings on May 25, 2000; and

WHEREAS, the Township Board deems that it would be in the best interest of the public health, safety and welfare of Sylvan Township to rezone all but one of the subject parcels as indicated below, conditioned upon approval of a PUD including those parcels pursuant to Article 33.0.



NOW, THEREFORE, BE IT RESOLVED by the Sylvan Township Board as follows:

1. The following parcel, which was originally requested for rezoning from Ag to MHP Mobile Home Residential, conditioned on the approval of a PUD including this parcel pursuant to Article 33.0, is hereby remanded to the Planning Commission for further review and a report to the Township Board, no later than September 15, 2000. The property owner now requests that the Planning Commission consider the rezoning of this parcel to MR Multifamily Residential, and the Township Board concurs in this request.

PARCEL A
East ByPass

Tax Parcel: F-06-11-480-010

Land situated East of the centerline of the proposed M-52 ByPass of the following described parcel:

Land situated in the Township of Sylvan, Washtenaw County, Michigan, to-wit:

Beginning at the Northeast corner of Section 11, T2S, R3E, Sylvan Township, Washtenaw County, Michigan; thence along the East line of said Section 11, 2683.47 feet to the East 1/4 corner of said Section 11; thence along the East and West 1/4 line of said Section 11, S 88° 48' 33" W 2675.24 feet to the Center of said Section 11; thence along the North and South 1/4 line of said Section 11, N 00° 38' 37" W 2680.76 feet to the North 1/4 corner of said Section 11; thence along the North line of said Section 11 and along the centerline of Sibley Road, N 88° 45' 00" E 1400.75 feet; thence S 01° 15' 00" E 660.00 feet; thence N 88° 45' 00" E 713.93 feet to a point on the centerline of Letts Creek; thence along said centerline in the following six (6) courses: (1) N 14° 47' 47" E 42.07 feet, (2) N 33° 25' 34" E 330.38 feet, (3) N 20° 25' 56" E 58.70 feet, (4) N 15° 10' 00" E 72.19 feet, (5) N 18° 05' 51" W 44.79 feet and (6) N 39° 27' 50" W 230.62 feet to a point on the North line of said Section 11 and the centerline of Sibley Road; thence along said North line and along said centerline N 88° 45' 00" E 468.97 feet to the Point of Beginning, being a part of the Northeast 1/4 of said Section 11. Subject to the rights of the public over the Southerly 33 feet of Sibley Road.



2. The Township Board hereby amends Sylvan Township Zoning Ordinance, Ordinance No. 1, and approves the following rezonings recommended by the Planning Commission, conditioned upon approval of a PUD including all of the following combined rezoned properties.

THE TOWNSHIP OF SYLVAN ORDAINS:

Section 1: The following parcel is rezoned from Ag to SR1 Single Family Residential, conditioned on the approval of a PUD including this parcel and the parcels described in Sections 2, 3, 4, 5 and 6, pursuant to Article 33.0:

PARCEL B
West ByPass

Tax Parcel: Part of F-06-11-480-010

Land situated West of the centerline of the proposed M-52 ByPass of the following described parcel:

Land situated in the Township of Sylvan, Washtenaw County, Michigan, to-wit:

Beginning at the Northeast corner of Section 11, T2S, R3E, Sylvan Township, Washtenaw County, Michigan; thence along the East line of said Section 11, 2683.47 feet to the East 1/4 corner of said Section 11; thence along the East and West 1/4 line of said Section 11, S 88° 48' 33" W 2675.24 feet to the Center of said Section 11; thence along the North and South 1/4 line of said Section 11, N 00° 38' 37" W 2680.76 feet to the North 1/4 corner of said Section 11; thence along the North line of said Section 11 and along the centerline of Sibley Road, N 88° 45' 00" E 1400.75 feet; thence S 01° 15' 00" E 660.00 feet; thence N 88° 45' 00" E 713.93 feet to a point on the centerline of Letts Creek; thence along said centerline in the following six (6) courses: (1) N 14° 47' 47" E 42.07 feet, (2) N 33° 25' 34" E 330.38 feet, (3) N 20° 25' 56" E 58.70 feet, (4) N 15° 10' 00" E 72.19 feet, (5) N 18° 05' 51" W 44.79 feet and (6) N 39° 27' 50" W 230.62 feet to a point on the North line of said Section 11 and the centerline of Sibley Road; thence along said North line and along said centerline N 88° 45' 00" E 468.97 feet to the Point of Beginning, being a part of the Northeast 1/4 of said Section 11. Subject to the rights of the public over the Southerly 33 feet of Sibley Road.



Section 2: The following parcel is rezoned from AG to MR Multifamily Residential, conditioned on the approval of a PUD including this parcel and the parcels described in Sections 1, 3, 4, 5 and 6, pursuant to Article 33.0:

PARCEL C
Cavanaugh Res.

Tax Parcel: Part of F-06-11-100-005

Commencing at the East 1/4 corner of Section 11, T2S, R3E, Village of Chelsea, Washtenaw County, Michigan; thence along the East and West 1/4 line of said Section 11, South 88°48' 33" West 1287.00 feet from the East 1/4 corner of said Section 11 for a POINT OF BEGINNING; THENCE South 00°24' 32" East 924.72 feet to a point on the Southerly line of Cavanaugh Lake Road; thence along said Southerly line, South 70°04' 22" West 867.75 feet; thence North 19°54' 38" West 501.60 feet; thence South 70°04' 22" West 200.00 feet; thence South 19°54' 38" East 60.09 feet; thence South 70°04' 22" West 244.63 feet to a point on the North and South 1/4 line of said Section 11; thence along said 1/4 line North 00°38' 27" West 928.08 feet to the Center of said Section 11; thence along the East and West 1/4 line of Section 11, North 88°48' 33" East 1388.24 feet to the Point of Beginning, being a part of the west 1/2 of the Southeast 1/4 of said Section 11.

Excluding the Southeast parcel comprising of 300 feet deep by 600 feet along Cavanaugh Lake Road of the above described parcel.

Section 3: The following parcel is rezoned from Ag to GC General Commercial, conditioned on the approval of a PUD including this parcel and the parcels described in Sections 1, 2, 4, 5 and 6, pursuant to Article 33.0:

PARCEL D
Cavanaugh Comm.

Tax Parcel: Part of F-06-11-100-005

The Southeast parcel comprising of 300 feet deep by 600 feet along Cavanaugh Lake Road of the following described parcel:

Commencing at the East 1/4 corner of Section 11, T2S, R3E, Village of Chelsea, Washtenaw County, Michigan; thence along the East and West 1/4 line of said Section 11, South 88°48' 33" West 1287.00 feet from the East 1/4 corner of said Section 11 for a POINT OF BEGINNING; thence South 00°24' 32" East 924.72 feet



to a point on the Southerly line of Cavanaugh Lake Road; thence along said Southerly line, South 70°04' 22" West 867.75 feet; thence North 19°54' 38" West 501.60 feet; thence South 70°04' 22" West 200.00 feet; thence South 19°54' 38" East 60.09 feet; thence South 70°04' 22" West 244.63 feet to a point on the North and South 1/4 line of said Section 11; thence along said 1/4 line North 00°38' 27" West, 928.08 feet to the Center of said Section 11; thence along the East and West 1/4 line of Section 11, North 88°48' 33" East 1388.24 feet to the Point of Beginning, being a part of the West 1/2 of the Southeast 1/4 of said Section 11.

Section 4: The following parcel is rezoned from Ag to MR Multifamily Residential, conditioned on the approval of a PUD including this parcel, and the parcels described in Sections 1, 2, 3, 5 and 6, pursuant to Article 33.0:

PARCEL E
Brown Drive

Tax Parcel: F-06-14-400-001

The South 27.5 acres of the East 40 acres of the Southeast 1/4 of Section 14, T2S, R3E, Sylvan Township, Washtenaw County, Michigan.

Section 5: The following parcel is rezoned from Ag and I to Industrial, conditioned on the approval of a PUD including this parcel and the parcels described in Sections 1, 2, 3, 4 and 6, pursuant to Article 33.0:

PARCEL F
Pielemeler Dr. #1

Tax Parcel: Part of F-06-13-300-024

THOSE LANDS IN W 1/2 OF SW 1/4 OF SEC 13 N OF FOLLOWING LINE: COM AT SW COR SEC 13, TH N 0-58-45 E 930.1 FT TO POB; TH N 87-50-55 E 1016.13 FT, TH 99.99 FT ALG ARC TO RR=800 FT, TH S 89-20-50 E 384.16 FT TO POE, ALSO EXC COM AT SW COR SEC 13 TH N 00-58-45 E 547.00 FT, TH N 87-50-55 E 1325.24 FT, TH N 35-33-50 W 573.34 FT TO POB, TH CONT 212.50 FT ALNG ARC OF CURV RT-RAD 800.00 FT - CH N 06-57-25 W 211.87 FT, TH N 00-39-10 E 88.91 FT, TH S 89-20-50 E 412.22 FT, TH S 00-39-10 W 298.91 FT, TH N 89-20-50 W 384.16 FT TO POB. 47.46 AC.

Excepting the following described parcel:



Commencing at the Southwest corner of Section 13, T2S, R3E, Sylvan Township, Washtenaw County, Michigan; thence N 00°58' 45" E 930.10 feet along the West line of said Section; thence N 87°50' 55" E 416.13 feet; thence N 27°25' 47" W 165.88 feet; thence N 05°07' 32" W 150.20 feet; thence N 08°58' 59" E 287.32 feet; thence N 17°50' 55" E 349.56 feet; thence N 89°56' 05" E 520.31 feet to the POINT OF BEGINNING thence N 00°39' 10" E 900.19 feet; thence N 89°38' 10" E 380.02 feet; thence S 01°17' 50" W 900.19 feet; thence S 01°17' 50" W 69.08 feet to a point on the East line of the West ½ of the Southwest 1/4 of said Section; thence S 00°39' 10" W 433.35 feet along said East line; thence N 89°20' 50" W 379.22 feet to a point on the Easterly right of way line of Pielemeier Drive; thence along said Easterly right-of-way line N 00°39' 10" E 24.88 feet; thence continuing N 00°39' 10" E 472.79 feet to the Point of Beginning. Being a part of the Southwest 1/4 of Section 13, T2S, R3E, Sylvan Township, Washtenaw County, Michigan and containing 12.2 acres of land, more or less. Being subject to easements and restrictions of record, if any.

Section 6: The following parcel is rezoned from Industrial to NC Highway Commercial, conditioned on the approval of a PUD including this parcel, and the parcels described in Sections 1, 2, 3, 4 and 5, pursuant to Article 33.0:

PARCEL G
Pielemeier Dr. #2

Tax Parcel: Part of F-06-13-300-024

Commencing at the Southwest corner of Section 13, T2S, R3E, Sylvan Township, Washtenaw County, Michigan; thence N 00°58' 45" E 930.10 feet along the West line of said Section; thence N 87°50' 55" E 416.13 feet; thence N 27°25' 47" W 165.88 feet; thence N 05°07' 32" W 150.20 feet; thence N 08°58' 59" E 287.32 feet; thence N 17°50' 55" E 349.56 feet; thence N 89°56' 05" E 520.31 feet to the POINT OF BEGINNING thence N 00°39' 10" E 900.19 feet; thence N 89°38' 10" E 380.02 feet; thence S 01°17' 50" W 900.19 feet; thence S 01°17' 50" W 69.08 feet to a point on the East line of the West ½ of the Southwest 1/4 of said Section; thence S 00°39' 10" W 433.35 feet along said East line; thence N 89°0' 50" W 379.22 feet to a point on the Easterly right-of-way line of Pielemeier Drive; thence along said Easterly right-of-way line N 00°39' 10" E 24.88 feet; thence continuing N 00°39' 10" E 472.79 feet to the Point of Beginning. Being a part of the Southwest 1/4 of Section 13, T2S, R3E, Sylvan Township, Washtenaw County, Michigan and containing 12.2 acres of land, more or less. Being subject to easements and restrictions of record, if any.



Section 7: This ordinance amendment shall be effective seven (7) days after its publication or as otherwise required by law.

3. All prior resolutions in whole or part inconsistent with this resolution are hereby rescinded.

Yeas: 4
Nays: 0
Abstained: 1
RESOLUTION DECLARED ADOPTED.

STATE OF MICHIGAN)
) ss
COUNTY OF WASHTENAW)

I, the undersigned, the duly qualified and acting Township Clerk for Sylvan Township, Washtenaw County, Michigan, DO HEREBY CERTIFY that the foregoing is a true and complete copy of certain proceedings taken by the Sylvan Township Board at a regular meeting held on the 5 day of Sept., 2000, and further certify that the above Resolution was adopted at said meeting.

LuAnn S. Koch
LuAnn S. Koch, Township Clerk

S:\151\TW\PSYLVAN\RESOL.J28

**EXHIBIT B****LC – LOCAL COMMERCIAL DISTRICT****I. PERMITTED USES**

- A. Clothing and apparel services, including laundry pickup, automatic laundry, dressmaking, millinery, tailor shop and shoe repair shop.
- B. Food services including grocery, meat market, bakery, restaurant, delicatessen and fruit market, Iced-mats and similar self-serve units but not including any business of a drive-in type.
- C. Personal services, including barber shop and beauty salon, medical and dental clinics, music studios, banks and savings and loan associations and other similar uses.
- D. Retail services, including drug store, hardware, gift shop, and dry goods and notions store.
- E. Essential services, except those provided for elsewhere in this district, provided that electrical substations shall be enclosed on all sides in a manner in keeping with the character of the surrounding area.
- F. A sign, only in accordance with the regulations specified in Article 53.0.
- G. An accessory use, building or structure.

II. SPECIAL USES

- A. Lines and structures of essential services as provided in Section 10.03 D herein.

GC – GENERAL COMMERCIAL DISTRICT**I. PERMITTED USES**

- A. All permitted uses allowed in LC - LOCAL COMMERCIAL DISTRICT as described above.
- B. Retail services, including department stores, furniture stores, appliance stores, and supermarkets.
- C. Business and professional office, such as legal, engineering, accounting, financial and insurance.



- D. Equipment services, including repair; radio and television, electrical appliance shop, plumber, electrician and other similar services and trades.
- E. A sign, only in accordance with the regulations specified in Article 53.0.
- F. An accessory use, building or structure.

II. SPECIAL USES

- A. Lines and structures of essential services, as provided in Section 10.03 D.

NC HIGHWAY COMMERCIAL DISTRICT

I. PERMITTED USES

- A. Gasoline service station, including minor repair service, where not more than two (2) such stations shall exist at an intersection.
- B. Motel, hotel, restaurants.
- C. Drive-ins, including restaurants, banks, laundries.
- D. Essential services, as provided in Section 30.02 E.
- E. A sign, only in accordance with the regulations specified in Article 53.0.
- F. Accessory use, building or structure.

II. SPECIAL USES

- A. Retail, sporting goods sales, souvenir and gift shop, public information booth.
- B. Places of amusement, entertainment or recreation such as dance hall, bowling alley, miniature golf, commercial swimming pool, skating rinks, trampolines.
- C. Lines and structures of essential services, as provided in Section 10.03 D.

S:\151\TWPS\SYLVAN\EXHIBIT.B

**EXHIBIT C****INDUSTRIAL DISTRICT****I. PERMITTED USES**

- A. Research and development testing.
- B. Manufacturing, compounding, processing or treatment of such products as bakery goods, candy, cosmetics, dairy products, food products, drugs, perfumes, pharmaceutical products, toiletries, and frozen foods.
- C. Assembly of merchandise such as electrical appliances, electronic or precision instruments.
- D. Packaging of previously prepared materials, but not including the bailing of discards, old iron or other metal, wood, lumber, glass, paper, rags, cloth or similar materials.
- E. Printing, lithographic, blueprinting and similar operations.
- F. Light manufacturing, industrial use which by nature of the materials, equipment and processes utilized are to a considerable extent clean, quiet and free from any objectionable or dangerous nuisance or hazard.
- G. Warehousing, wholesale establishments and material distribution centers, provided all products, materials, and equipment are stored within enclosed buildings.
- H. Signs in accordance with Article 53.0.
- I. Accessory uses, buildings, and structures.
- J. Essential services, as provided in Section 30.02 E.

II. SPECIAL USES

- A. Food services for employees on site.
- B. Bus, truck, taxi and rail terminals, trucking and cartage facilities; storage of trucks and industrial equipment.
- C. Contractor's establishment, including outdoor storage of equipment, but not including any retail sales on the site.



- D. Auto and truck repair; body and paint shops for autos, trucks, and other vehicles; washing facilities for vehicles if part of a repair facility.
- E. Commercial laundries; dry cleaning plants.
- F. Lines and structures of essential services, as provided in Section 10.03 D.

S:\151\TWPI\SYLVAN\EXHIBIT.C

✓ RETURN TO:
LUANN S. KOCH
SYLVAN TOWNSHIP CLERK
18027 OLD US 12
CHELSEA, MI 48118



**FIRST AMENDED DEVELOPMENT AGREEMENT BETWEEN
MAGELLAN PROPERTIES, LLC, AND SYLVAN TOWNSHIP**

THIS AGREEMENT is made as of the 26th day of August, 2003, between **MAGELLAN PROPERTIES, LLC**, a Michigan Limited Liability Company, whose address is 206 South Fifth Avenue, Suite 175, Ann Arbor, Michigan 48104 (the "Company"), and the **TOWNSHIP OF SYLVAN**, a Michigan Municipal Corporation, whose address is 18027 Old U.S. 12, Chelsea, Michigan 48118 (the "Township"). ✓

PREMISES

WHEREAS, on September 5, 2000, the Company and the Township entered into a certain Development Agreement, which is recorded with the Washtenaw County Register of Deeds at Liber 3967, Page 32; and

WHEREAS, the Company and the Township each wish to amend the Development Agreement in certain respects, and hereby enter into this First Amended Development Agreement for that purpose; and

WHEREAS, in order to protect the public health, safety and welfare, to establish the quality and timing of development on the Subject Property, legally described in the attached Exhibit A, and to facilitate the financing and construction of public water and sewer improvements to serve the Subject Property, the Company and the Township are each willing to enter into this First Amended Development Agreement.



NOW THEREFORE, IT IS AGREED AS FOLLOWS:

OBLIGATIONS OF THE COMPANY

1. **Special Assessment Petitions for Public Sewer and Water Improvements.** In consideration of the obligations and promises of the Township, and subject to the conditions precedent and subsequent to such obligations and promises contained in this First Amended Development Agreement, the Company has petitioned for and the Township has established Special Assessment Districts, consisting of the Subject Property described in the attached Exhibit A, in order to finance the construction of public sanitary sewer and water improvements to serve the Subject Property.

- A. On or before the execution of this First Amended Development Agreement, the Company shall furnish the Township evidence of title, sufficient to the Township Attorney, showing that the Company is the fee simple owner of Parcels C, D, E, F and G described in the attached Exhibit A, holding the same free and clear of any liens and encumbrances except those approved by the Township, demonstrating that the Company had and still has full authority to commit said Parcels C, D, E, F and G to the Special Assessment Districts.
- B. The Company has previously executed and filed petitions legally sufficient for the establishment of (1) a Sanitary Sewer Special Assessment District, and (2) a Water Special Assessment District, using petition forms acceptable to the Township, in order to allow for the financing, acquisition and construction of sanitary sewer and water improvements to serve the Subject Property.
- C. The Company shall dedicate to the Township, or to such public agency designated by the Township, all public utility easements necessary for the construction, installation, maintenance and repair of any sanitary sewer and water improvements on the Subject Property, as well as any necessary rights-of-way for the construction, maintenance and repair of all public roads on the Subject Property, including a 120 foot-wide right-of-way for a major bypass road between Cavanaugh Road and Sibley Road along a route to be selected by the Township in its sole discretion.



- D. The Company acknowledges and agrees that all costs related to the acquisition, construction and financing of public roads on the Subject Property, except for the costs of constructing the major bypass road, shall be the sole responsibility of the Company. Provided, the Company agrees that, if it decides to build any roads within the 120 foot-wide right-of-way for the major bypass road, it shall construct and bear the cost of such construction to the Michigan Department of Transportation Class A standards.
- E. The Company acknowledges and agrees that all costs related to the acquisition, construction and financing of the portion of the sanitary sewer system and water system constructed to provide service to the Subject Property by or on behalf of the Township for the Company's benefit under this First Amended Development Agreement have been specially assessed against and shall be collected from the Township's Sanitary Sewer District No. 1 and Water District No. 1, comprised of the Subject Property described in the attached Exhibit A, such costs to include the construction, acquisition and financing of the portion of the sanitary sewer system, the portion of the water treatment system, and all transmission and interceptor sewers, transmission water mains, and related facilities necessary to bring such systems to a point at the outside boundary of the Subject Property. Such costs were originally assessed against the Subject Property in the principal amount of \$8 million. Upon execution of this First Amended Development Agreement, the Township will amend and reduce the total special assessments against Parcels C, D, E, F and G in Sanitary Sewer District No. 1 and Water District No. 1 to the principal amount of \$3.2 million.
- F. For purposes of the amended and reduced special assessments referred to in paragraph E above, the sanitary sewer and water special assessments have been allocated among the parcels in the Special Assessment Districts in proportion to the number of residential equivalent units allocated to each parcel, with interest at the annual rate of 5.81% payable from September 1, 2001. The first annual installment of sanitary sewer special assessment payments was due on December 1, 2002, and the first annual installment of water special assessment payments was due December 1, 2002. The sanitary sewer and water special assessment payments due, including both principal payments and interest payments, are shown on the attached Exhibit B. The number of residential equivalent units assigned to each Parcel owned by the Company described in the attached Exhibit A is as follows: 135 units to Parcels C and D together; 82 units to Parcel E; and 183 units to Parcels F and G together. The Company agrees to pay all installments of principal and interest on the special assessments promptly when they are due. After the Company has paid in full the special assessments for



sanitary sewer and water against any tax parcel within the above-mentioned special assessment districts, including all payments of principal and interest, the Company may transfer or assign any remaining and unused residential equivalent units that were allocated to that tax parcel under subparagraph F above to properties owned by the Company located in the sanitary sewer and water service districts located within Lima and Sylvan Townships.

- G. In consideration for the levy and payment of the special assessments against the Subject Property, the Company shall not be required to pay sanitary sewer or water tap fees with respect to the Subject Property, provided that if the Company uses more residential equivalent units than are allocated, unused, available, and remaining to any tax parcel under subparagraph F above, it shall pay sanitary sewer and water tap fees for such additional units at the rates prevailing at the time of such connections. Provided further, the parties agree that, before purchasing any additional sanitary sewer or water connections for Parcels A, B, C, D, F, or G, the Company shall first satisfy such need for additional connections by transferring all or a portion of the balance of any unused and available sanitary sewer and water connections and special assessments allocated to Parcel E, subject to the Township's approval.
- H. When the Washtenaw County bonds referred to in paragraph 6 have been paid in full and retired, including any refunding bonds, and the entire \$12.5 million debt underlying these bonds has been retired and extinguished in its entirety ("Debt Retirement"), there will be a refund or partial refund of the interest portion of the sanitary sewer and water assessments actually paid by the Company on the Subject Property ("Interest Amount"). The Interest Amount will be refunded to the Company, with interest at 4.81% compounded annually, out of the sewer and water tap fees collected by the Township after the Debt Retirement, in the following manner: Following the Debt Retirement, as the Township collects tap fees from new sanitary sewer and water customers connecting to the sanitary sewer and water systems, the Township shall annually pay to the Company twenty-five (25%) percent of such annual tap fees collected, until 1) ten (10) years after the Debt Retirement, or 2) the Township has reimbursed the Company for the entire Interest Amount, whichever occurs first.
- I. In order to sell or develop a portion of the Subject Property, the Company may obtain a release of that property from the lien of the sanitary sewer and water special assessments by paying a pro rata portion of the outstanding principal as approved by the Township Board, and by paying all due and unpaid special assessment installments against that portion of the Subject Property as allocated under subparagraph F above.

Page: 5 of 18
08/28/2003 12:46P
L-4304 P-885

Peggy M. Haines, Washtenaw MI 48106

2. **Land Use Restrictions.** In addition to any stricter requirements imposed by the Sylvan Township Zoning Ordinance or other applicable ordinances or regulations, the Company agrees to comply with the land use restrictions set forth in this Agreement.

- A. **Parcels C, D, E, F & G.** Although the Company only owns Parcels C through G, it acknowledges and agrees that development approval for Parcels A, B, C, D, E, F & G identified in the attached Exhibit A shall be granted by the Township for a single, unified Planned Unit Development ("PUD"), consisting of single-family residential units, multi-family residential units, and related commercial and industrial uses constructed in phases, as permitted by Article 33.0 of the Sylvan Township Zoning Ordinance. If Parcels A, B, C, D, E, F and G are under separate ownership, those parcels may be developed independently, provided that such development is consistent with the approved PUD. In addition to the requirements of the Sylvan Township Zoning Ordinance, the PUD with respect to Parcels C through G, shall meet the following requirements and conditions:
- i. The residential units may be single family or multi-family units.
 - ii. Any single-family detached units shall be located on lots that are at least 60 feet and not more than 80 feet in width and at least 7,200 square feet and not more than 10,000 square feet in area.
 - iii. The General Commercial buildings on Parcels C, D, E, and F shall be limited to not more than 25,000 square feet of ground floor building area, minus any portion of that amount that may be approved by the Township for Parcels A and B, and shall be limited to the General Commercial uses listed on the attached Exhibit C. If Parcels C, D, E and F are under separate ownership from Parcels A and B, then all 25,000 square feet of General Commercial buildings shall be utilized in Parcels A and B, unless the owner of Parcels A and B waives this condition.
 - iv. The development of multi-family land uses on Parcels C, D, E, F and G shall be limited to uses as permitted in the MR multi-family residential district under Article 22.0 of the Sylvan Township Zoning Ordinance. The density of multi-family units shall not exceed eight (8) units per buildable acre.

Page: 6 of 18
08/28/2003 12:46P
L-4304 P-885

Peggy R Haines, Washtenaw MI 6471050

- B. **Phasing of Residential Development.** In order to promote orderly development of the Subject Property, the Company agrees to phase the residential development of the Subject Property in accordance with the following schedule: Residential units on Parcels C, D, E, F and G (including single family units and multi-family units) shall be limited to not more than fifty (50) units for each phase, unless the Township Planning Commission approves a larger number of units for any phase. Each successive phase shall not be submitted to the Township Board for final Site Plan approval until 60% of the units in the immediately prior phase have been sold to owner-occupants under bonafide purchase agreements.

OBLIGATIONS OF THE TOWNSHIP

3. **Rezoning Proceedings.** The Township has conducted the proceedings required by the Township Zoning Act and the Sylvan Township Zoning Ordinance and has adopted the proposed rezonings as described in the attached Exhibit A.

4. **PUD Amendment.** The Township has conducted the proceedings required by the Township Zoning Act and the Sylvan Township Zoning Ordinance and has adopted Article 33 of the Township Zoning Ordinance.

5. **Special Assessment Proceedings.** The Township has established Special Assessment Districts, consisting of the Subject Property described in the attached Exhibit A, in order to finance the acquisition and construction of the necessary sanitary sewer and water improvements to serve the Subject Property. The special assessment payments due from the Subject Property, including both principal payments and interest payments, are shown on the attached Exhibit B. In addition, the Company acknowledges that there are presently past due installments of principal, interest and penalties which the Company shall pay immediately.

6. **Bonds.** The Township has caused to be issued bonds in the name of Washtenaw County in a principal amount of \$12.5 million, to acquire and construct the



sanitary sewer and water improvements necessary to serve the Subject Property, as well as other benefitting properties, and has thereupon caused the acquisition and construction of the necessary sewer and water improvements. The Company acknowledges that the construction of the sanitary sewer and water improvements necessary to serve the Subject Property, as well as other benefitting property, has been completed, and such improvements are ready to accept sanitary sewage from and provide water to the Subject Property. The bonds are repayable in annual installments for a period of twenty (20) years, at an average annual interest rate of 4.81%. The Company and the Township each acknowledge that the funds necessary to repay the bonds shall be derived from special assessments against the Subject Property and the other property described in the attached Exhibit A, from special assessments against other benefitting properties, from tap fees collected for connections to the sewer and water systems, and from payments in aid of construction from any other public agency.

7. **Evidence of Binding Commitment.** The Company shall provide the Township evidence of a binding commitment to finance the development of the Subject Property for the uses specified in paragraph 2 above, in a form and amount that is reasonably acceptable to the bond counsel.

8. **Insurance and Indemnification.**

- A. **Insurance.** The Company shall obtain, and keep in full force and effect until the completion of development, a policy of builders' risk insurance, effective as of the date of commencement of construction, naming the Township as a co-insured party. The Company shall also obtain, and keep in full force and effect throughout the period of construction, a policy of public liability insurance in single limit form, with a limit of not less than 3 million dollars, naming the Township as a co-insured party. The cost of the insurance premiums shall be borne by the Company.

Page: 8 of 18
08/28/2003 12:46P
L-4304 P-885

Peggy H Haines, Washtenaw MI 5471058

- B. **General Indemnification.** To the extent not covered by the proceeds from the insurance policies required to be carried hereunder, the Company agrees to indemnify and hold the Township harmless against and from any loss, damage, claim of damage, liability or expense, to or for any person or property, whether based on contract, tort, negligence or otherwise, arising directly or indirectly out of or in connection with the acts or omissions in conjunction with the performance of this First Amended Development Agreement by the Company, its agents, servants, employees, or contractors. Likewise, the Township shall indemnify the Company for claims arising out of the acts of the Township's agents and employees.

9. **Entire Agreement.** This First Amended Development Agreement, the Exhibits attached hereto, and the instruments that are to be executed in accordance with the requirements hereof, set forth all of the covenants, agreements, stipulations, promises, conditions, and understandings between the Company and the Township concerning the development of the Subject Property, and there are no covenants, agreements, stipulations, promises, conditions or understandings, either oral or written, between them other than as set forth herein. This First Amended Development Agreement supersedes and replaces the Development Agreement dated September 5, 2000, which is hereby rescinded.

10. **Modification.** This First Amended Development Agreement can be modified or amended only by a written instrument expressly referring hereto and executed by the Company and the Township.

11. **Michigan Law to Control.** This First Amended Development Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with Michigan Law. This First Amended Development Agreement is to be executed and performed in Washtenaw County, Michigan, and Washtenaw County shall be the venue for any actions arising out of this First Amended Development Agreement or the



transactions described hereunder.

12. **Due Authorization.** The Township and the Company each warrant and represent to the other that this First Amended Development Agreement and the terms and conditions hereof have been duly authorized and approved by, in the case of the Township, its Township Board and all other governmental agencies whose approval may be required as a condition to the effectiveness hereof, and as to the Company, by the respective Directors, Members, or Authorized Representatives thereof, and that the persons who have executed this First Amended Development Agreement have been duly authorized to do so. The parties hereto agree to provide such opinions of counsel as to the due authorization and binding effect of this First Amended Development Agreement and the collateral documents contemplated hereby as the other party shall reasonably request.

13. **Assignment.** Except as otherwise stated above, no assignment by either party of its rights and duties hereunder shall be effective unless approved in writing by the other party, which approval shall not be unreasonably withheld.

14. **Binding Effect.** This First Amended Development Agreement shall be binding upon the parties hereto and their successors and assigns, and shall run with the land described in the attached Exhibit A.

15. **Corresponding First Amended Development Agreement.** The Company and the Township each acknowledge that this First Amended Development Agreement is intended to be read, administered and applied together with the Development Agreement (or First Amended Development Agreement, if executed) between the Township and Warren Hamill, covering Parcels A and B described in the attached Exhibit A.



IN WITNESS WHEREOF, the undersigned have executed and delivered this First

Amended Development Agreement as of the date stated above.

WITNESSES

TOWNSHIP OF SYLVAN,
a Michigan Municipal Corporation

Elena J. Hellen
Arlene J. Graw

By: Charles H. Burgess
Charles H. Burgess
Supervisor
By: LuAnn S. Koch
LuAnn S. Koch
Clerk

STATE OF MICHIGAN)
COUNTY OF WASHTENAW) ss

On this 26 day of August, 2003, before me, a Notary Public in and for said State, personally appeared Charles H. Burgess, Supervisor of Sylvan Township, and LuAnn S. Koch, Clerk of Sylvan Township, known to me to be the persons who executed the within First Amended Development Agreement and acknowledged to me that they executed the same for the purposes therein stated.

ROBERT W. LANGE
Notary Public, Washtenaw County, Mich.
My Commission Expires November 07, 2005

Robert W. Lange
Notary Public
County of Washtenaw
My Commission Expires: 11/7/05

Elyse Reardon
Elyse Reardon
Gabriela Fiserova
Gabriela Fiserova

MAGELLAN PROPERTIES, L.L.C.

By: Rene Papo
Rene Papo
Its: Member



Page: 11 of 18
08/28/2003 12:46P
L-4304 P-885

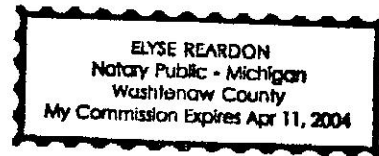
STATE OF MICHIGAN)
COUNTY OF WASHTENAW) ss

On this 26th day of August, 2003, before me, a Notary Public in and for said State, personally appeared Rene Papo, on behalf of Magellan Properties, L.L.C., known to me to be the person who executed the within First Amended Development Agreement and acknowledged to me that he/she executed the same for the purposes therein stated.

Elyse Reardon
Notary Public

County of Washtenaw
My Commission Expires: _____

Drafted by:
William K. Fahey (P27745)
Foster, Swift, Collins & Smith, P.C.
313 S. Washington Square
Lansing, MI 48933
(517) 371-8100



S:\1511\TWPS\SYLVAN\Devel\AgreeFirstAmend-H.wpd

Page: 12 of 18
08/28/2003 12:46P
L-4304 P-005**EXHIBIT A****PARCEL A
East ByPass****Tax Parcel: F-06-11-100-005**

Land situated East of the centerline of the proposed M-52 ByPass of the following described parcel:

Land situated in the Township of Sylvan, Washtenaw County, Michigan, to-wit:

Beginning at the Northeast corner of Section 11, T2S, R3E, Sylvan Township, Washtenaw County, Michigan; thence along the East line of said Section 11, 2683.47 feet to the East 1/4 corner of said Section 11; thence along the East and West 1/4 line of said Section 11, S 88° 48' 33" W 2675.24 feet to the Center of said Section 11; thence along the North and South 1/4 line of said Section 11, N 00° 38' 37" W 2680.76 feet to the North 1/4 corner of said Section 11; thence along the North line of said Section 11 and along the centerline of Sibley Road, N 88° 45' 00" E 1400.75 feet; thence S 01° 15' 00" E 660.00 feet; thence N 88° 45' 00" E 713.93 feet to a point on the centerline of Letts Creek; thence along said centerline in the following six (6) courses: (1) N 14° 47' 47" E 42.07 feet, (2) N 33° 25' 34" E 330.38 feet, (3) N 20° 25' 56" E 58.70 feet, (4) N 15° 10' 00" E 72.19 feet, (5) N 18° 05' 51" W 44.79 feet and (6) N 39° 27' 50" W 230.62 feet to a point on the North line of said Section 11 and the centerline of Sibley Road; thence along said North line and along said centerline N 88° 45' 00" E 468.97 feet to the Point of Beginning, being a part of the Northeast 1/4 of said Section 11. Subject to the rights of the public over the Southerly 33 feet of Sibley Road.

**PARCEL B
West ByPass****Tax Parcel: Part of F-06-11-100-005**

Land situated West of the centerline of the proposed M-52 ByPass of the following described parcel:

Land situated in the Township of Sylvan, Washtenaw County, Michigan, to-wit:

Beginning at the Northeast corner of Section 11, T2S, R3E, Sylvan Township, Washtenaw County, Michigan; thence along the East line of said Section 11, 2683.47 feet to the East 1/4 corner of said Section 11; thence along the East and West 1/4 line of said Section 11, S 88° 48' 33" W 2675.24 feet to the Center of said Section 11; thence along the North and South 1/4 line of said Section 11, N 00° 38' 37" W 2680.76 feet to the North 1/4 corner of said Section 11; thence along the North line of said Section 11 and along the centerline of Sibley Road, N 88° 45' 00" E 1400.75 feet; thence S 01° 15' 00" E 660.00 feet; thence N 88° 45' 00" E 713.93 feet to a point on the centerline of Letts Creek; thence along said



centerline in the following six (6) courses: (1) N 14° 47' 47" E 42.07 feet, (2) N 33° 25' 34" E 330.38 feet, (3) N 20° 25' 56" E 58.70 feet, (4) N 15° 10' 00" E 72.19 feet, (5) N 18° 05' 51" W 44.79 feet and (6) N 39° 27' 50" W 230.62 feet to a point on the North line of said Section 11 and the centerline of Sibley Road; thence along said North line and along said centerline N 88° 45' 00" E 468.97 feet to the Point of Beginning, being a part of the Northeast 1/4 of said Section 11. Subject to the rights of the public over the Southerly 33 feet of Sibley Road.

PARCEL C
Cavanaugh Res.

Tax Parcel: Part of F-06-11-400-010

Commencing at the East 1/4 corner of Section 11, T2S, R3E, Village of Chelsea, Washtenaw County, Michigan; thence along the East and West 1/4 line of said Section 11, South 88° 48' 33" West 1287.00 feet from the East 1/4 corner of said Section 11 for a POINT OF BEGINNING; THENCE South 00° 24' 32" East 924.72 feet to a point on the Southerly line of Cavanaugh Lake Road; thence along said Southerly line, South 70° 04' 22" West 867.75 feet; thence North 19° 54' 38" West 501.60 feet; thence South 70° 04' 22" West 200.00 feet; thence South 19° 54' 38" East 60.09 feet; thence South 70° 04' 22" West 244.63 feet to a point on the North and South 1/4 line of said Section 11; thence along said 1/4 line North 00° 38' 27" West 928.08 feet to the Center of said Section 11; thence along the East and West 1/4 line of Section 11, North 88° 48' 33" East 1388.24 feet to the Point of Beginning, being a part of the west 1/2 of the Southeast 1/4 of said Section 11.

Excluding the Southeast parcel comprising of 300 feet deep by 600 feet along Cavanaugh Lake Road of the above described parcel.

PARCEL D
Cavanaugh Comm.

Tax Parcel: Part of F-06-11-400-010

The Southeast parcel comprising of 300 feet deep by 600 feet along Cavanaugh Lake Road of the following described parcel:

Commencing at the East 1/4 corner of Section 11, T2S, R3E, Village of Chelsea, Washtenaw County, Michigan; thence along the East and West 1/4 line of said Section 11, South 88° 48' 33" West 1287.00 feet from the East 1/4 corner of said Section 11 for a POINT OF BEGINNING; thence South 00° 24' 32" East 924.72 feet to a point on the Southerly line of Cavanaugh Lake Road; thence along said Southerly line, South 70° 04' 22" West 867.75 feet; thence North 19° 54' 38" West 501.60 feet; thence South 70° 04' 22" West 200.00 feet; thence South 19° 54' 38" East 60.09 feet; thence South 70° 04' 22" West 244.63 feet to a point on the North and South 1/4 line of said Section 11; thence along said 1/4 line North 00° 38' 27" West, 928.08 feet to the Center of said Section 11;



Page: 14 of 18
08/28/2003 12:46P
L-4304 P-005

Peggy R Haines, Washtenaw MI 5471000

thence along the East and West 1/4 line of Section 11, North 88° 48' 33" East 1388.24 feet to the Point of Beginning, being a part of the West 1/2 of the Southeast 1/4 of said Section 11.

PARCEL E
Brown Drive

Tax Parcel: F-06-14-400-001

The South 27.5 acres of the East 40 acres of the Southeast 1/4 of Section 14, T2S, R3E, Sylvan Township, Washtenaw County, Michigan.

PARCEL F
Pielemeier Dr. #1

Tax Parcel: Part of F-06-13-300-024

THOSE LANDS IN W 1/2 OF SW 1/4 OF SEC 13 N OF FOLLOWING LINE: COM AT SW COR SEC 13, TH N 0-58-45 E 930.1 FT TO POB; TH N 87-50-55 E 1016.13 FT, TH 99.99 FT ALG ARC TO RR=800 FT, TH S 89-20-50 E 384.16 FT TO POE, ALSO EXC COM AT SW COR SEC 13 TH N 00-58-45 E 547.00 FT, TH N 87-50-55 E 1325.24 FT, TH N 35-33-50 W 573.34 FT TO POB, TH CONT 212.50 FT ALNG ARC OF CURV RT-RAD 800.00 FT - CH N 06-57-25 W 211.87 FT, TH N 00-39-10 E 88.91 FT, TH S 89-20-50 E 412.22 FT, TH S 00-39-10 W 298.91 FT, TH N 89-20-50 W 384.16 FT TO POB. 47.46 AC.

Excepting the following described parcel:

Commencing at the Southwest corner of Section 13, T2S, R3E, Sylvan Township, Washtenaw County, Michigan; thence N 00° 58' 45" E 930.10 feet along the West line of said Section; thence N 87° 50' 55" E 416.13 feet; thence N 27° 25' 47" W 165.88 feet; thence N 05° 07' 32" W 150.20 feet; thence N 08° 58' 59" E 287.32 feet; thence N 17° 50' 55" E 349.56 feet; thence N 89° 56' 05" E 520.31 feet to the POINT OF BEGINNING thence N 00° 39' 10" E 900.19 feet; thence N 89° 38' 10" E 380.02 feet; thence S 01° 17' 50" W 900.19 feet; thence S 01° 17' 50" W 69.08 feet to a point on the East line of the West 1/2 of the Southwest 1/4 of said Section; thence S 00° 39' 10" W 433.35 feet along said East line; thence N 89° 20' 50" W 379.22 feet to a point on the Easterly right of way line of Pielemeier Drive; thence along said Easterly right-of-way line N 00° 39' 10" E 24.88 feet; thence continuing N 00° 39' 10" E 472.79 feet to the Point of Beginning. Being a part of the Southwest 1/4 of Section 13, T2S, R3E, Sylvan Township, Washtenaw County, Michigan and containing 12.2 acres of land, more or less. Being subject to easements and restrictions of record, if any.



PARCEL G
Pielemeler Dr. #2

Tax Parcel: Part of F-06-13-300-024

Commencing at the Southwest corner of Section 13, T2S, R3E, Sylvan Township, Washtenaw County, Michigan; thence N 00° 58' 45" E 930.10 feet along the West line of said Section; thence N 87° 50' 55" E 416.13 feet; thence N 27° 25' 47" W 165.88 feet; thence N 05° 07' 32" W 150.20 feet; thence N 08° 58' 59" E 287.32 feet; thence N 17° 50' 55" E 349.56 feet; thence N 89° 56' 05" E 520.31 feet to the POINT OF BEGINNING thence N 00° 39' 10" E 900.19 feet; thence N 89° 38' 10" E 380.02 feet; thence S 01° 17' 50" W 900.19 feet; thence S 01° 17' 50" W 69.08 feet to a point on the East line of the West ½ of the Southwest 1/4 of said Section; thence S 00° 39' 10" W 433.35 feet along said East line; thence N 89° 20' 50" W 379.22 feet to a point on the Easterly right-of-way line of Pielemeler Drive; thence along said Easterly right-of-way line N 00° 39' 10" E 24.88 feet; thence continuing N 00° 39' 10" E 472.79 feet to the Point of Beginning. Being a part of the Southwest 1/4 of Section 13, T2S, R3E, Sylvan Township, Washtenaw County, Michigan and containing 12.2 acres of land, more or less. Being subject to easements and restrictions of record, if any.

S:\151\TWP\SYLVAN\EXHIBIT.A



Page: 16 of 18
08/28/2003 12:45P
L-4304 P-885

Peggy M Haines, Washnetaw RM 5471858

EXHIBIT B

SCHEDULE OF ANTICIPATED ASSESSMENTS DUE								
Chelsea & Magellan Water				Chelsea & Magellan Sewer				CHELSEA & MAGELLAN PROPERTY ASSESSMENT
Year	Installment No.	Principal Due December 1	Interest @ 5.81%	Total	Principal Due December 1	Interest @ 5.81%	Total	
2002	1	\$115,000.00	\$167,164.58	\$282,164.58	\$115,000.00	\$167,164.58	\$282,164.58	\$584,329.16
2003	2	78,157.89	86,344.14	164,502.03	78,157.89	86,344.14	164,502.03	329,004.06
2004	3	78,157.89	81,799.71	159,957.60	78,157.89	81,799.71	159,957.60	319,915.21
2005	4	78,157.89	77,255.28	155,413.18	78,157.89	77,255.28	155,413.18	310,826.35
2006	5	78,157.89	72,710.85	150,868.75	78,157.89	72,710.85	150,868.75	301,737.49
2007	6	78,157.89	68,166.42	146,324.32	78,157.89	68,166.42	146,324.32	292,648.64
2008	7	78,157.89	63,622.00	141,779.89	78,157.89	63,622.00	141,779.89	283,559.78
2009	8	78,157.89	59,077.57	137,235.46	78,157.89	59,077.57	137,235.46	274,470.92
2010	9	78,157.89	54,533.14	132,691.03	78,157.89	54,533.14	132,691.03	265,382.07
2011	10	78,157.89	49,988.71	128,146.61	78,157.89	49,988.71	128,146.61	256,293.21
2012	11	78,157.89	45,444.28	123,602.18	78,157.89	45,444.28	123,602.18	247,204.35
2013	12	78,157.89	40,899.85	119,057.75	78,157.89	40,899.85	119,057.75	238,115.50
2014	13	78,157.89	36,355.43	114,513.32	78,157.89	36,355.43	114,513.32	229,026.64
2015	14	78,157.89	31,811.00	109,968.89	78,157.89	31,811.00	109,968.89	219,937.79
2016	15	78,157.89	27,266.57	105,424.46	78,157.89	27,266.57	105,424.46	210,848.93
2017	16	78,157.89	22,722.14	100,880.04	78,157.89	22,722.14	100,880.04	201,760.07
2018	17	78,157.89	18,177.71	96,335.61	78,157.89	18,177.71	96,335.61	192,671.22
2019	18	78,157.89	13,633.28	91,791.18	78,157.89	13,633.28	91,791.18	183,582.36
2020	19	78,157.89	9,088.86	87,246.75	78,157.89	9,088.86	87,246.75	174,493.50
2021	20	78,157.89	4,544.43	82,702.32	78,157.89	4,544.43	82,702.32	165,404.65
		<u>\$1,600,000.00</u>	<u>\$1,030,605.95</u>	<u>\$2,630,605.95</u>	<u>\$1,600,000.00</u>	<u>\$1,030,605.95</u>	<u>\$2,630,605.95</u>	<u>\$5,261,211.90</u>
		400			400			



Peggy M Haines, Washlenseu

AM

8471058

Page: 17 of 18
08/28/2003 12:46P

L-4304 P-005

EXHIBIT C**LC - LOCAL COMMERCIAL DISTRICT****I. PERMITTED USES**

- A. Clothing and apparel services, including laundry pickup, automatic laundry, dressmaking, millinery, tailor shop and shoe repair shop.
- B. Food services including grocery, meat market, bakery, restaurant, delicatessen and fruit market, iced-mats and similar self-serve units but not including any business of a drive-in type.
- C. Personal services, including barber shop and beauty salon, medical and dental clinics, music studios, banks and savings and loan associations and other similar uses.
- D. Retail services, including drug store, hardware, gift shop, and dry goods and notions store.
- E. Essential services, except those provided for elsewhere in this district, provided that electrical substations shall be enclosed on all sides in a manner in keeping with the character of the surrounding area.
- F. A sign, only in accordance with the regulations specified in Article 53.0.
- G. An accessory use, building or structure.

II. SPECIAL USES

- A. Lines and structures of essential services as provided in Section 10.03 D herein.

GC - GENERAL COMMERCIAL DISTRICT**I. PERMITTED USES**

- A. All permitted uses allowed in LC - LOCAL COMMERCIAL DISTRICT as described above.
- B. Retail services, including department stores, furniture stores, appliance stores, and supermarkets.
- C. Business and professional office, such as legal, engineering, accounting, financial and insurance.

08/25/2003 16:48 FAX 517 371 8200

FSC&S



Peggy M Haines, Washtenaw MI 5471850

Page: 18 of 18

08/28/2003 12:46P

L-4304 P-885

- D. Equipment services, including repair; radio and television, electrical appliance shop, plumber, electrician and other similar services and trades.
- E. A sign, only in accordance with the regulations specified in Article 53.0.
- F. An accessory use, building or structure.

II. SPECIAL USES

- A. Lines and structures of essential services, as provided in Section 10.03 D.

NC HIGHWAY COMMERCIAL DISTRICT

I. PERMITTED USES

- A. Gasoline service station, including minor repair service, where not more than two (2) such stations shall exist at an intersection.
- B. Motel, hotel, restaurants.
- C. Drive-ins, including restaurants, banks, laundries.
- D. Essential services, as provided in Section 30.02 E.
- E. A sign, only in accordance with the regulations specified in Article 53.0.
- F. Accessory use, building or structure.

II. SPECIAL USES

- A. Retail, sporting goods sales, souvenir and gift shop, public information booth.
- B. Places of amusement, entertainment or recreation such as dance hall, bowling alley, miniature golf, commercial swimming pool, skating rinks, trampolines.
- C. Lines and structures of essential services, as provided in Section 10.03 D.

S:\151\TWP\SYLVANIA\EXHIBIT-NewC.wpd