

NORTHFIELD TOWNSHIP BOARD AGENDA

NOTICE OF SPECIAL MEETING

January 26, 2016 - - 6:30 PM
8350 Main Street, 2nd Floor

CALL TO ORDER
PLEDGE/INVOCATION
ROLL CALL
ADOPT BALANCE OF AGENDA
CALL TO THE PUBLIC

CLOSED SESSION PER MCL 15.268(8)(d) – To consider the purchase or lease of real property up to the time an option to purchase or lease that real property is obtained

2nd CALL TO THE PUBLIC
BOARD MEMBER COMMENTS
ADJOURNMENT

Regular Business Meeting Begins at 7:00 pm

* Denotes previous backup; + denotes no backup in package

This notice is posted in compliance with PA 267 of 1976 as amended (Open Meetings Act) MCLA 41.72A (2) (3) and the Americans with Disabilities Act. (ADA) individuals with disabilities requiring auxiliary aids or services should contact the Northfield Township Office, (734-449-2880) seven days in advance.

NORTHFIELD TOWNSHIP BOARD AGENDA
January 26, 2016 - - 7:00 PM
8350 Main Street, 2nd Floor

CALL TO ORDER
PLEDGE/INVOCATION
ROLL CALL
ADOPT BALANCE OF AGENDA
CALL TO THE PUBLIC
CORRESPONDENCE AND ANNOUNCEMENTS

AGENDA ITEMS:

1. Planning Commission Appointments
2. McKenna Contract

DISCUSSION ITEMS

1. Sewer Ordinance Memo
2. Verizon Cell Tower
3. Parks & Recreation Master Plan
4. Board Goals for Last Year of Current Term
5. Fund Balance policy +

2nd CALL TO THE PUBLIC
BOARD MEMBER COMMENTS
ADJOURNMENT

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Howard Fink

From: sjiaquinto@gmail.com on behalf of Sam Iaquinto [samiaquinto@charter.net]
Sent: Monday, November 23, 2015 3:47 PM
To: Marilyn Engstrom; Howard Fink
Subject: Planning Commission

Madam Supervisor,

I Samuel Iaquinto, have enjoyed serving Northfield Township as a Planning Commissioner for the last three years. I bring a balanced perspective to the board being a resident and business owner. I am asking to be reappointed to the Planning Commission for a three year term. I Thank you and the Township Board for the opportunity to serve on the PC board in the past and if allowed to continue I will be blessed.

Respectfully

Samuel J Iaquinto
9876 Main Street
Whitmore Lake Mi. 48189
734-323-0777

Howard Fink

From: Larry Roman [romanl@twp.northfield.mi.us]
Sent: Monday, November 16, 2015 2:19 PM
To: Marilyn Engstrom
Cc: Howard Fink
Subject: Planning Commission Term

Dear Marilyn,

I would like to formally request your consideration for reappointment to the Northfield Township Planning Commission as my current term expires December 2015. I feel my experience and familiarity with several critical upcoming topics facing the Planning Commission could benefit Northfield Township and its stakeholders, and help move our township in a positive direction. Being a Northfield resident for 20 years, a retired building official, plan reviewer, building inspector, and ordinance enforcement officer lends to a unique perspective on matters facing our township currently and in the future.

I also feel fortunate to have served two prior Planning Commission terms while also serving on the Zoning Board of Appeals, offering my honest opinions based on presented facts and common sense in lieu of emotional reaction and assumption. I look forward to further serving Northfield Township, residents, and businesses. Please feel free to contact me on my cell at 734-645-3932 if you have any questions.

Respectfully submitted,

Larry Roman

Udo O. J. Huff

January 07, 2016

6431 Whitmore Lake Road

Whitmore Lake, MI 48189

Northfield Township

Marilyn Engstrom

Supervisor

8350 Main Street

Whitmore Lake, MI 48189

Re.: Application for opening on the Planning Commission

Dear Madam Supervisor,

I am very interested to serve on the Northfield Township Planning Commission.

Living and raising my son for more than 20 years in Northfield Township now I would like to serve the public in the function of a Commissioner on the Planning Board.

My qualifications, for one I am serving the public since more than 18 years as a voluntary Mounted Reserves Deputy with Livingston County Sheriff's Office, and I am very familiar with working for the public.

My other qualification are, I am professional Engineer and technical Educator with national and international recognition of successful project accomplices'.

My interest is to serve for the public of Northfield Township because I am following the development with high interest and good contacts of attending the Township Board and Planning Commission meetings for many years. Now you are looking forward to find interested members of the community in

matters of planning and development of the community, prepare plans and make recommendations for land-use and the environment where I can be a successful support to Northfield Township.

Here will come also into place my agricultural experience of operating a horse farm since more than 20 years, and the knowledge that Township does exist of the Hamlet and Rural area.

I am looking to hearing from you.

Sincerely,


Udo O. J. Huff

Cell: 734-383-0870

Interested in Planning Commission Opening

Jennifer DeLisle [jennifer.n.delisle@gmail.com]

Sent: Tuesday, January 05, 2016 3:29 PM

To: Howard Fink; Marilyn Engstrom

Attachments: 2015 Resume.docx (22 KB)

Dear Marilyn and Howard,

I hereby submit my application for the Northfield Township Planning Commission.

I have lived in the township for 12 years. I previously served three years on the planning commission, during which time I attended a variety of training courses around the state at my own expense and worked on a number of sub-committees drafting new ordinances and an update to the master plan. I have since served on the Historical Advisory Commission, the Blue Skies Commission and the Parks and Recreation Commission. I am currently president of the Northfield Township Historical Society. I believe those with whom I have served would attest to my knowledge, dedication, and willingness to listen to all viewpoints.

I am applying because I am very concerned about the state of our township. We should be the jewel of Washtenaw County, and instead we seem to continue to be mired in anger and distrust. The only way I can see to move past this problem is to encourage difficult discussions, listen to and address people's concerns, and find consensus. I would love to help with this worthy project if I can, and to see Northfield Township residents move forward together towards a brighter, friendlier and more welcoming future for us all.

Thank you very much for your consideration.

Sincerely,

Jennifer DeLisle

Jennifer N. DeLisle

7441 Spencer Road
South Lyon, Michigan 48178
(734) 449-2188 (home)
(734) 545-3590 (cell)

Education

University of Michigan Law School

Ann Arbor, Michigan
Juris Doctor, 1992
Note Editor, Michigan Journal of International Law

Rackham School of Graduate Studies, University of Michigan

Ann Arbor, Michigan
Master of Arts, Russian & East European Studies, 1992

Michigan State University

East Lansing, Michigan
Bachelor of Arts with Honor, Humanities-Interdisciplinary, 1987
Phi Beta Kappa

Experience

Northfield Township Parks & Recreation Commission

2013-present

Northfield Township Historical Society

President, 2013-present
Board Member, 2010-present

Northfield Township Blue Skies Commission

2009-2012

Northfield Township Historical Commission

2009-2012

Northfield Township Planning Commission

2006-2008

Baker & McKenzie

Chicago, Illinois
Corporate & Securities and IT/C e-Commerce Groups
Associate 1998-2003; Staff Attorney 1996-1998

Wardynski & Partners

Warsaw, Poland
Foreign Legal Counsel 1992-1994; Summer Clerk 1991

Meklir, Schreier, Nolish & Friedman

Southfield, Michigan
Summer Clerk 1989

Renee Mulcrone
366 Glenmoor
Whitmore Lake, MI 48189

January 12, 2016

Dear Supervisor Engstrom and Northfield Township Board Members:

While I am unable to attend tonight's meeting, I encourage you to support Jennifer Delisle for the Planning Commission. Jennifer is a bright, even-keeled, objective person, and would be an excellent addition to the present group. Her dedication to the positive direction of the township is reflected in her continual involvement in the Historical Society and the Parks and Recreation Commission. I previously served with Jennifer on the Planning Commission. Her experience of being a member previously, as well as her passionate participation in our community makes her an excellent candidate.

Thank you for your time.

Regards,

A handwritten signature in cursive script, appearing to read "Renee Mulcrone".

Renee Mulcrone

RE: Planning Commission Vacancy

Craig Warburton [craig@bjwgroup.com]

Sent: Wednesday, January 06, 2016 5:34 PM

To: Marilyn Engstrom

Cc: Howard Fink

Attachments:Northfield PC app letter.pdf (333 KB)

Dear Supervisor Engstrom,

I have attached a letter requesting consideration for the planning commission vacancies being filled currently. It was also sent via USPS. The information was not specific as to form of delivery. With all colloquialisms about snowballs and hot places aside, I would be very excited to be considered. I so believe in what this Township is and what it can be without sacrificing the very characteristics that attract us. This is a pivotal point in the maturation of this community, I would so like to be part of the discussion.

Thank you in advance for any consideration,

Craig Warburton

Craig Warburton

450 West Joy Road

Ann Arbor, MI 48105

734-649-7110

January 5, 2016

NORTHFIELD TOWNSHIP

8650 Main Street

Whitmore Lake, MI 48169

Attn Ms. Marilyn Engstrom, Township Supervisor CC

Dear Ms. Engstrom,

It was with great excitement that I read of the upcoming vacancies on the Northfield Township Planning Commission. I wish very much to submit my name as a candidate for one of the available positions. I feel I could be a valuable participant, given the opportunity.

My Wife Brenda and I came to Northfield township in the very early 1990's. We built a house on land we cleared with our own hands and built a home, much with our own hands, while we lived on the property in a temporary dwelling. In 1991 we moved in and since we have raised 2 children, both born and raised in that house. Northfield Township has been the fulfillment of lifelong dreams for us.

I have a BA in Dramatic Arts from Eastern Michigan (Theatre Arts specifically) with a minors in Art and English. My early employment was a nine year period with The Marsh Plating Corporation in Ypsilanti, with duties starting as plant labor and ending in 1987 as General Manager. I left Marsh Plating to be self employed with my wife as BJW Group ,Inc, d.b.a. Austin and Warburton Jewelers in Ann Arbor from 1987 to today. While my childhood years were very transient and I lived in many different states and cities (including London, England), my entire adult life has been in Washtenaw County with Northfield Township at the very center.

My relevant experience is having grown a family in a township that at the same time grew from up from completely part time. Northfield Township is a sophisticated community with sophisticated and complicated wants, needs and desires. We have the unique combinations of woodland, wetland, lake and recreation property that make for very complicated relations. I wish to be part of those conversations and would give 100% if selected.

Thank you in advance for your consideration,



Craig Warburton

CC: Mr. Howard Fink, Township Manager

Planning Commission Vacancy

Ron Manley [rmanley@cbwm.com]

Sent: Wednesday, January 06, 2016 7:51 PM

To: Howard Fink

Attachments: Planning Commission.docx (16 KB) ; Ron Manley resume-Appraise~1.doc (71 KB)

Howard,

Please see attached letter and resume in regards to my interest in the Planning Commission vacancies.

Thanks,

--

Ron Manley

REALTOR | **Coldwell Banker Weir Manuel**

Office: 734-231-1468 | Fax: (248) 305-1298 | rmanley@cbwm.com

201 Cadycentre, Northville, MI 48167 |

TheRealEstateFamily.com

RON MANLEY

8690 Palma Lane South Lyon, Michigan 48178

Phone: (734) 395-3989

rmanley@cbwm.com

Mr. Fink

I am very interested in the Planning Commission Position opportunity within Northfield Township. I have resided in Northfield Township for almost 9 years. The integrity and development of the Township is very important to my family and me.

My professional experience as a Builder, Real Estate Manager, and Real Estate Broker includes a wide range of construction, real estate projects, and sales. I hold a Bachelor of Science in Construction Management, Real Estate Appraisal License, Real Estate Brokers License, and Builders License. I am also currently enrolled in the State Tax Commission MCAO Program.

I am attaching my resume to provide you with additional details regarding my experience.

I offer quality experience and credentials in construction, project management, and real estate and believe these could benefit Northfield Township and its citizens in regards to the future of the Township. I am available for either a telephone conversation or a personal interview at your earliest convenience. I would welcome the opportunity to learn more about the Planning Commission position. I look forward to your response and our first meeting.

Sincerely,

Ron Manley

Planning Commission Vacancy

pete@peteszerszen.com

Sent: Thursday, December 31, 2015 9:59 AM

To: Howard Fink; Marilyn Engstrom

Attachments: PJSResume.pdf (61 KB)

Dear Sir and Madam:

I am writing to express an interest in the vacancy on the Northfield Township Planning Commission. I have multi-disciplinary experience including work in civil engineering, architecture, planning, management, and implementation of standard operating procedures. I have a passion for civic duty and serving the members of my community. As I live and work in Northfield Township, I have a great respect for the positive attributes that make this community livable and enjoyable and would greatly enjoy the opportunity to help guide responsible growth in the township.

Attached, please find my resume that summarizes my work experience. In addition, I have served on the Bond and Building Steering Committee for Howell Public Schools and as Secretary of the Howell Area Youth Assets Coalition.

Thank you for your review and consideration.

Best regards,

Peter Szerszen

Peter Szerszen

9145 Brookside Drive
Whitmore Lake, MI 48189

(810) 923-2145
pete@peteszerszen.com

Objective

To obtain a position with a growing firm that presents ongoing unique challenges and opportunity for growth in the rapidly evolving world of building systems management and energy efficiency design.
Willing to relocate for the right position.

Core Competencies

AutoCAD R14-2016
Bluebeam Revu
Microsoft Office Suite
Carrier Hourly Analysis Program
IT Systems Implementation and Repair
Energy Efficiency Engineering
Training and Development

Lighting Design and Retrofit
Traffic Engineering
Energy Modeling and Analysis
Fire Alarm and Life Safety
Architectural Facility Surveys
Building Management Systems
Facility Management

Experience

Energy Analyst / Engineer / IT Manager
2012-Present

Responsible for multiple roles pertaining to energy and lighting design, analysis, and consultation. Perform facility surveys and ASHRAE energy audits with an emphasis on lighting, HVAC, and building envelope. Assess and identify energy savings measures. Perform cost segregation studies. Create and maintain standard operating procedures for the company. Manage ancillary staff and projects. Implement, manage, and repair company information technology assets and backhaul. Manage the "lamp portal" consumer procurement system. Serve as the Facility Manager and oversee design and construction of new warehouse facility.

Energy Design Service Systems
Northfield Twp., MI

Training Manager
2010-2011

Responsible for the design, development, and implementation of a training program in accordance with City of Phoenix Aviation Department contract standards. Performed new-hire and remedial training for a system staff of more than 300 employees across three shifts in a facility that never closed. Acted as a member of management and assisted with operational tasks and emergency response. Provided coaching and performance assessment of existing employees and participated in the recruitment and evaluation of new-hires.

Phoenix Sky Harbor Int'l Airport Parking System
Phoenix, AZ

Branch Education Specialist
2007-2009

Facing a difficult recession in the Phoenix area, changed focus to provide training and development and assistant branch management of a main branch of this large credit union in the Phoenix area. Ensured compliance with federal regulations, provided new hire and remedial training, acted as a loan officer and assistant branch manager, performed merchant transactions and recruited new employees.

Arizona Federal Credit Union
Phoenix, AZ

Civil CAD Operator
2006-2007

Working in the highway and traffic division, responsible for the drafting and revision of civil engineering plans for new highway and highway improvement projects, including pavement design, curb and gutter, signage and striping. Adherence to strict MUTCD and ADOT standards. Introduced the "Michigan Turnaround" to the Phoenix area based on existing MDOT standards.

Kimley-Horn, Inc.
Phoenix, AZ

Energy Specialist - Natural Gas Distribution

2005-2006

Responsible for the design and crew deployment for new and replacement residential natural gas services within a six-township service area. Performed site surveys, analysis of existing underground plant, meter selection, service lead design, and scheduling of crews for installation of service.

Consumers Energy

Howell, MI

Civil CAD Operator

2001-2005

Working in the commercial land development division, responsible for the drafting and revision of civil engineering plans for land development projects, including platting, grading, profiling, storm and sanitary sewer, water main, utilities, and street design. Extensive use of AutoCAD 2000 and Land Development Desktop.

Atwell-Hicks, Inc.

Brighton, MI

Life Safety Intern

2002

Performed NFPA-certified fire alarm commissioning, testing, and troubleshooting services. Systems included digital and analog systems inclusive of pull stations, notification appliances, sprinkler waterflow alarms, smoke and heat detectors, and auto-dialers.

National Time & Signal Corp.

Wixom, MI

Architectural Intern/Assistant

2000

Participated in a summer internship and provided general assistance to a staff of commercial architects. Duties included the plotting and compiling of plan sets, submittals to AHJs, maintenance of the architectural samples library, and revisions of plans.

Lindhout & Associates Architects, A.I.A., P.C.

Brighton, MI

Education

Diploma (Summa Cum Laude)

2002

Howell High School

Howell, MI

Architectural Drafting & Design

2002

Livingston Applied Technology Consortium

Hartland, MI

B.S. Technology Management (102/128 Credits Completed)

2002 - Present

Eastern Michigan University

Ypsilanti, MI

References

AnneMarie Regnier

Program Director

(810) 227-3377

Jacob Liu
Lighting Designer

(734) 730-1830

John Naughton

CAD Instructor

(810) 626-2200

Michael Beaton
HVAC Technician
beaton8980@yahoo.com

Allison Cummings
Director of Marketing
(734) 645-4041

January 13, 2016

Howard Fink, Twp. Manager

Marilyn Engstrom, Twp. Supervisor

Northfield Township Offices

8350 Main Street

Whitmore Lake, MI 48189

To Whom it May Concern:

My name is Roger Paison and I am interested in the open position on the Northfield Township Planning Commission. My family (myself, wife & 2 daughters) have lived in Northfield Township since 1977.

I am retired from the Kroger Co, where I worked for 46 years – 41 of those years in store management. During my employment at Kroger, I served as Chair and/or board member of the Kemba (Kroger Employees) Credit Union for approx 20 years. I have experience working with local governments in planning & developing new supermarkets and credit union offices in their communities.

I feel my management and planning experience will be an asset to the Township Planning Commission.

Thank you for your consideration.

A handwritten signature in black ink, appearing to read "R. L. Paison". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Roger L Paison

7721 Earhart Rd.

South Lyon, MI 48178

248-437-5597

Planning Commission

secristj@aol.com

Sent: Thursday, January 07, 2016 10:16 AM

To: Howard Fink

Attachments: Secrist CV July 2015.docx (60 KB)

Mr. Fink:

I sent you a brief note last week indicating a willingness to serve on the PC, but also indicating that I had not previously served on any such body. I provide a CV here, to demonstrate that I have served on many other committees, from local to international. I do have sufficient time, since I am now retired from my scientific career, to devote to doing a proper and thorough job. As I noted last time, if there is any interest, I can come in just for a visit. Thanks.

Jack Secrist

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SECRIST, JOHN A., III

President and CEO, Emeritus
Southern Research Institute

Education

University of Michigan, Ann Arbor, MI	Chemistry, B.S., 1968
University of Illinois, Urbana, IL	Organic Chemistry, N. J. Leonard, Ph.D., 1972
Harvard University, Cambridge, MA	Postdoctoral, E. J. Corey, 1972-1973

Professional Positions

NIH Predoctoral Fellow, University of Illinois	1969-1972
NIH Postdoctoral Fellow, Harvard University	1972-1973
Ohio State University, Columbus, OH, Asst Professor of Chemistry	1973-1979
Southern Research Institute, Birmingham, AL	
Senior Chemist	1979-1980
Head, Bio-Organic Section	1980-1984
Associate Research Director	1984-1986
Research Director, Organic Chemistry Department	1986-1990
Vice President, Organic Chemistry Research	1990-1993
Executive Vice President	1990-1997
Chief Operating Officer	1992-1997
Vice President and Scientific Director, Life Sciences	1997-1998
Vice President, Drug Development Division	2000-2003
Vice President, Drug Discovery Division	1998-2007
President and CEO	2006-2013
President and CEO Emeritus	2013- date

Experience

Dr. Secrist is currently the President and Chief Executive Officer Emeritus of Southern Research Institute. Dr. Secrist joined the staff of Southern Research Institute in 1979, and he has been involved with drug discovery research since that time. He has focused mainly on the development of new anticancer, antiviral and antibacterial agents, largely through support from the National Institutes of Health. He has served on many NIH study sections, including serving as the chair of one of the AIDS-related panels for several years. He has also served regularly as a chair for Army prostate and breast cancer panels. He is on the Editorial Advisory Boards of several journals, is Executive Editor of *Nucleosides, Nucleotides & Nucleic Acids* and serves as a consultant or member of the Scientific Advisory Board of several companies. During 2003-2004 Dr. Secrist served as the President of the International Society for Nucleosides, Nucleotides & Nucleic Acids. During 2004-2006 Dr. Secrist served as the President of the International Society for Antiviral Research and served as the immediate Past-President of the Society during 2006-2008. At SRI, Dr. Secrist has been involved with the initiation of two startup companies derived from Institute technology. He has published over 160 papers and holds over 60 patents. He holds several appointments at the University of Alabama at Birmingham. He has been an invited lecturer at many universities, companies, and meetings around the world. The anti-cancer drug clofarabine, of which Dr. Secrist is co-inventor with Dr. John Montgomery, was approved by the FDA at the end of 2004.

Awards

Nominated for Alumni Awards for Distinguished Teaching several times, Ohio State University.
Finalist for the Colleges of the Arts and Sciences Distinguished Teaching Award, 1976, Ohio State University.
Recipient of the Colleges of the Arts and Sciences Distinguished Teaching Award, 1977, Ohio State University.
Sigma Xi Award, 1972, University of Illinois.
Recipient of the Montgomery Award from the International Society for Nucleosides, Nucleotides & Nucleic Acids, 2006.
AAAS Fellow, elected 2013.

Membership, Professional Society

International Society for Nucleosides, Nucleotides & Nucleic Acids,	
Co-Founder, President-Elect	2000-2002
President	2003-2004
Past President	2005-2006
Board of Directors	2007-2008
Member, Advisory Committee	2008-2010
International Society for Antiviral Research,	
Treasurer	1994-2002
President-Elect	2002-2004
President	2004-2006
Past President	2006-2008
American Association for Cancer Research	
Member, Chemistry in Cancer Research Committee	2000-2008
Member, AACR Exhibit Committee	2001-2004
American Chemical Society	
<i>National Committees</i>	
Organic Subcommittee of the ACS Examinations	
Committee, Member	1975-77, 1979-81, 1983-86, 1989-91, 1992-94
Smismman Award Nominating Committee, Medicinal	
Chemistry Division, ACS, Member	1984
Awards Committee, Medicinal Chemistry Division,	
ACS, Member	1984-1985
ACS Nomenclature Committee, Member	1986- date
ACS Nomenclature Committee, Chairman	1994-1997
<i>Local Committees</i>	
Columbus, Ohio Section – served on or chaired several committees	1974-1978
Alabama Section – served on or chaired several committees	1981-1983
Royal Society of Chemistry	
American Association for the Advancement of Science	

Professional Activities

Executive Editor, <i>Nucleosides, Nucleotides & Nucleic Acids</i> ,	
(formerly <i>Nucleosides & Nucleotides</i>)	1982- date
NIH Bio-organic and Natural Products Study Section, Ad Hoc Member	1983
NIH Medicinal Chemistry Study Section, Ad Hoc Member	1986
NIH Experimental Therapeutics Study Section, AIDS & Related	
Research Group, Ad Hoc Member	1986-1990
NIH AIDS and Related Research Study Section, Member	1990-1994
NIH AIDS and Related Research Study Section, Chairman	1990-1992
NIH Review Panels, Frequent Ad Hoc Member	1992-2006
U.S. Army Breast Cancer Panel, Member	1996, 1997
U.S. Army Breast Cancer Panel, Chairman	2000, 2001, 2006, 2008, 2009
U.S. Army Prostate Cancer Panel, Chairman	1998, 1999, 2001
U.S. Army Prostate Cancer Panel, Member	2000
Editorial Advisory Board, <i>Journal of Medicinal Chemistry</i>	1990-1995
Editorial Advisory Board, <i>Antiviral Research</i>	1992- date
Editorial Advisory Board, <i>Antiviral Chemistry and Chemotherapy</i>	1995- date
Editorial Advisory Board, <i>Current Opinions in Oncologic, Endocrine, and Metabolic Drugs</i>	1998-2002
Editorial Advisory Board, <i>Future Virology</i>	2005- date
Board of Alabama Coalition for Mathematics	1992-1998
Member, Scientific Advisory Board, ViraChem, Inc.	1990-1994
Member, Scientific Advisory Board, Teknagen, Inc.	1995-2000

Member, Scientific Advisory Board, PNP Therapeutics, Inc.	2001- date
Member, Auburn University Research Advisory Board	2009- date
Consultant, Gensia Pharmaceuticals, Inc.	1992-1996
Consultant, BioCryst Pharmaceutical Co.	1997-2006
Consultant, Ash Stephens, Inc.	2014- date
Member, Board of Directors, Southern Biosystems, Inc.	1992-1997
Member, Board of Directors, Brookwood Pharmaceuticals, Inc.	2005-2007
Adjunct Scientist, University of Alabama at Birmingham Comprehensive Cancer Center	
Adjunct Scientist, University of Alabama at Birmingham Center for AIDS Research	
Adjunct Professor, University of Alabama at Birmingham Department of Chemistry	

U. S. and World Patents

1. Barrio, J. R.; Dammann, L. G.; Leonard, N. J.; **Secrist, J. A. III.** Fluorescent Derivatives of Cytosine-Containing Compounds. *U. S. Patent* 3,893,998 (1975).
2. Barrio, J. R.; Leonard, N. J.; **Secrist, J. A. III;** Weber, G. Fluorescent Derivatives of Adenine-Containing Compounds. *U. S. Patent* 3,960,840 (1976).
3. **Secrist, J. A. III.** New 5'-Deoxy-5'-Substituted Adenosine Compounds are Inhibitors of S-Adenosylmethionine Decarboxylase Useful as Antiviral, Antiparasitic and Anticancer Agents. *U. S. Patent* 4,794,174 (1988).
4. Ealick, S. E.; Erion, M. D.; Guida, W. C.; Montgomery, J. A.; Niwas, S.; **Secrist, J. A. III.** 2-Amino-7-(pyridinylmethyl)-3*H*,5*H*-pyrrolo[3,2-*d*]pyrimidin-4-ones – Derivatives as Purine Nucleoside Phosphorylase and T-cell Inhibitors and for Potentiator of Antiviral or Antitumor Nucleoside(s). *U. S. Patent* 4,985,433 (1991).
5. Ealick, S. E.; Erion, M. D.; Guida, W. C.; Montgomery, J. A.; Niwas, S.; **Secrist, J. A. III.** New 2-Amino-7-cyclohex(en)yl-3*H*,5*H*-pyrrolo (3,2-*d*)-pyrimidine-4-one(s) Used to Suppress T-cell Function Selectively Without Diminishing Humoral Immunity, for Treating Auto-immune Diseases and AIDS. *U. S. Patent* 4,985,434 (1991).
6. Ealick, S. E.; Erion, M. D.; Guida, W. C.; Montgomery, J. A.; Niwas, S.; **Secrist, J. A. III.** New 2-Amino-7-(alicyclomethyl)-3*H*,5*H*-pyrrolo[3,2-*d*]pyrimidin-4-one(s) are Purine Phosphorylase Inhibitors Which Selectively Suppress T-cell Function, for Treating Auto-immune Diseases, etc. *U. S. Patent* 5,008,265 (1991).
7. Ealick, S. E.; Erion, M. D.; Guida, W. C.; Montgomery, J. A.; Niwas, S.; **Secrist, J. A. III.** New 2-Amino-7-(heterocyclomethyl)-3*H*,5*H*-pyrrolo[3,2-*d*]pyrimidin-4-one(s) are Purine Nucleoside Phosphorylase Inhibitors Which Selectively Suppress T-cell function, for Treating Auto-immune Diseases. *U. S. Patent* 5,008,270 (1991).
8. Montgomery, J. A.; **Secrist, J. A. III.** New 2-Halo-9-(arabinofuranosyl)adenine Nucleoside Derivatives Having Anticancer Activity Used to Treat For Example Chronic Lymphocyte Leukemia. *World Patent* 9,014,352 (1990). *U. S. Patent* 5,034,518 (1991).
9. Montgomery, J. A.; **Secrist, J. A. III.** New 2'-Deoxy-4'-thio ribonucleoside(s) Useful as Antiviral and Anticancer Agents. *World Patent* 9,104,033 (1991).
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NORTHFIELD TOWNSHIP

MEMO

To: Northfield Township Board
From: Howard Fink
Date: 1/19/2016
Re: McKenna

Dear Township Board,

As I have stated previously, I am recommending moving forward with McKenna and Associates. Phil McKenna has suggested a senior vice president planner to work with the Planning Commission and Township. While there are times when a more junior associate will be working on our account, the hourly rate will generally be higher than in previous contracts. Also, Kurt Weiland has requested on multiple occasions that he does not have the staff to service the Township on the Zoning Administration piece, but would like to continue in the building arena. I recommend using McKenna for Zoning Administration and to make that switch now. Attached is the contract McKenna is proposing.

Sincerely,



Howard Fink, Township Manager

January 15, 2016

Mr. Howard Fink
Township Manager
Township of Northfield
8350 Main Street
Whitmore Lake, MI 48189

Subject: DRAFT - Professional Services Agreement

Dear Mr. Fink:

Enclosed you will find two copies of the DRAFT Professional Services Agreement for your review and approval. If you find these terms acceptable, please execute both copies and return one to us for our files.

We look forward to assisting you with this and future endeavors. Thank you.

Respectfully submitted,

McKENNA ASSOCIATES

Phillip C. McKenna, AICP, PCP
President

cc: Sarah J. Hodges, AICP, IAP2
Senior Vice President

**AGREEMENT FOR PROFESSIONAL AND
TECHNICAL PLANNING ADVISORY SERVICES**

THIS AGREEMENT, entered into this _____ day of January, 2016, by and between the NORTHFIELD TOWNSHIP, WASHTENAW COUNTY, State of Michigan, referred to as "Township" and McKENNA ASSOCIATES, INCORPORATED, a Michigan corporation of Northville, Michigan, referred to as "Consultant."

WITNESS:

SECTION 1 – AGREEMENT

For and in consideration of the faithful and workmanlike performance of the services described, the Township hereby hires the Consultant and shall pay the Consultant as described in Section 8. This agreement shall continue in effect from the date of execution until such time as there is a ninety (90) day notice of termination by either the Township or the Consultant.

SECTION 2 - RETAINER SERVICES

The Consultant for its part, hereby agrees to provide the following technical and planning advisory services:

- A. The Consultant shall attend up to twenty-four (24) regularly-scheduled Planning Commission, Zoning Board of Appeals, and Board of Trustees meetings per twelve (12) month period. At the regular meetings, the professional planner shall:
 - 1. Confer with the Chairperson and/or Township Manager regarding the agenda prior to the meeting.
 - 2. During the meeting provide guidance and assistance regarding local and State legislation, procedures, regulations and planning, zoning and design principles.
- B. On a day-to-day basis the Consultant shall provide telephone advice, assistance and coordination with Township officials, especially the Township Manager, and others doing business with the Township in all matters pertaining to administrative, advisory and legislative responsibilities, as applied to zoning, subdivision, commercial/industrial/multiple-family and other development issues, as requested by the Township.
- C. The Consultant shall make available its professional library of planning, design, development, housing, zoning and census information.
- D. The Consultant shall make the Township officials generally aware of the availability of sources of various funds and economic development mechanisms.

SECTION 3 - HOURLY RATED SERVICES

For services rendered pursuant to Section 3, the Township shall pay the Consultant at the hourly rate specified in Section 8.B., only upon request by the Township and a prior estimate from the Consultant:

- A. Provision of assistance on the Community Development Block Grant (CDBG) and Federal/State programs and assistance on other similar Federal, State and local programs which may be applicable.
- B. Preparation for and attendance at other meetings of a planning or coordinating nature, with other agencies or groups, as requested by authorized Township officials beyond those identified above in Section 2.
- C. Professional planning and related work in the maintenance of the Master Plan and interpretation and revision of the plan as required.
- D. Provision of verbal and/or written reports, reviews and recommendations or other services (e.g., extensive revisions of zoning ordinance, map and text) to the Township as specifically requested by authorized Township officials.
- E. The Consultant shall review potential land development proposals as to advisability and feasibility pursuant to the Township's land regulations and plans.
- F. Coordination of Township planning activities with other local, county, state, and regional agencies and authorities with jurisdiction, including but not limited to the Michigan Department of Natural Resources, and Michigan Department of Transportation, the Michigan State Housing Development Authority, when requested by the Township.
- G. Provision of other technical services related to planning, land use and spatial concerns, as may be requested by authorized Township officials.
- H. Sitting as expert witness in court cases involving the Township, for a fee equivalent to one hundred fifty percent (150%) of the hourly rate specified in Section 8.B.

- I. Preparation of grant applications for submission to federal, state, county or other agencies.
- J. Provision of on-site planning and zoning services as requested by authorized Township officials.
- K. Provision of other professional, technical and design services as may be requested by authorized Township officials.

SECTION 4 - REVIEW SERVICES

The Consultant shall provide written technical recommendations on site plans, special approvals, rezonings, variances, and lot splits (land divisions), in accordance with the Township Zoning Ordinance and subdivision reviews in accordance with the Township Subdivision Control Ordinance. All such work shall be paid by the Township in accordance with the schedule of fees included in Section 8.C., herein.

For each review, the Consultant shall undertake the following activities:

- A. Initially review the site using aerial photos.
- B. Discuss the case by telephone or in person with the applicant and Township officials regarding review issues.
- C. Review relevant planning issues (not including specific technical engineering issues).
- D. Prior to scheduled review by the Township (in time for inclusion with agenda packages), submission of a written review and recommendation to the Township.

SECTION 5 - COOPERATION

The Consultant shall have the cooperation of Township officials, including the Township Manager, Clerk/Treasurer, Attorney, Engineer, and other staff and consultants in the collection of data and other information for the agreed upon services.

SECTION 6 - CONSULTANT PROVISIONS

The Consultant agrees to furnish all materials and services including salaries of employees engaged by the Consultant and other overhead expenses necessary to undertake the above services for the Township and to assume all cost, except as otherwise provided in this agreement.

SECTION 7 - TOWNSHIP PROVISIONS

If requested by the Consultant and if available, the Township shall furnish the following in digital format, or paper format if no digital version is available, without charge to the Consultant:

- A. Up-to-date copies of Township code of ordinances, including zoning construction and land division ordinances, forms, guidelines and policies.
- B. Copies of previously prepared studies, plans, census and other available data.
- C. Aerial photographs with property lines as available from Washtenaw County; reproducible GIS or CAD maps of the Township, as available.
- D. Copies of the agenda and minutes for each Planning Commission meeting, and copies of site plans, documents, applications and related information for items on each Planning Commission agenda.

SECTION 8 - COMPENSATION

For and in consideration of the faithful and professional performance and delivery of the above services as set forth herein, the Township shall pay the Consultant monthly for services pursuant to this agreement within a period of thirty (30) days after receipt from the Consultant of an itemized voucher describing services performed, and when applicable, the time spent in rendering such services at the agreed upon hourly rate, per the schedule below:

- A. Retainer under Section 2
For services rendered pursuant to Section 2, the Township shall pay the Consultant a retainer of Six Hundred Ninety-Five Dollars (\$695.00 per month).
- B. Hourly Rated Services under Section 3
For services rendered pursuant to Sections 3 above, the Township shall pay the Consultant at the hourly rate specified in the following schedule, including mileage at the rate of \$.50 per mile and one half of the travel time to Township offices, upon request by the Township:

<u>Professional Classification</u>	<u>Rate Per Hour</u>
President	\$135.00
Executive or Senior Vice President	\$130.00
Vice President	\$125.00
Director	\$120.00
Senior Principal or Manager	\$110.00
Principal	\$97.00
Senior	\$78.00
Associate	\$68.00
Zoning Building Administrator	\$60.00
Building Inspector	\$58.00
Assistant	\$55.00
Aide	\$44.00
Administrative Assistant	\$42.00

* Rates include the following overhead:

Accounting	Legal
Advertising and Promotion	Licenses
Books, Publications and Maps	Meals
Business Entertainment	Memberships and Subscriptions
Computers	Office Space and Parking
Charitable Contributions	Office Equipment
Professional Dues	Office Supplies
Furniture and Fixtures	Postage (Except Overnight)
Graphics Supplies and General	Software
Insurance	Taxes
Interest	Telephone

C. Compensation for Services Under Section 4 Review Services

For the following reviews, fees shall be paid by the Township to the Consultant for services rendered per Section 4. of this Agreement, in accordance with the following schedule. Payment of the following fees shall not be contingent upon Township's receipt of payment from applicants. Where fees are based on hourly rates, upon request Consultant shall provide cost estimate to the Township for review services prior to commencing work.

1. **Subdivision (plat) Review** (for conventional subdivision and cluster subdivision):
 - a. Sketch Plan Review (not required, but desirable) – \$30.00 per lot with \$300.00 minimum charge.
 - b. Preliminary Plat Review for Tentative Approval – \$700.00 plus \$20.00 per lot.
 - c. Final Plat Review - \$300.00 plus \$10.00 per lot, \$350.00 minimum charge.
 - d. Review of Covenants and Restrictions: Consultant shall be paid at hourly rates.
2. **Site Plan Review (Each Review)** - The fees specified below are for review for the initial plan or proposal. The Consultant shall be paid one half (1/2) of the fee specified for review of each revision of a site plan and/or for each final review phase, except where the review fee is based on an hourly rate. In the case of fees which are based on acreage, the fee shall be based on the portion of the parcel to be developed. If the Consultant determines that the revisions are significant enough to warrant a second full review, a full review fee shall be charged.
 - a. Site Condominium Developments - \$400.00 plus \$5.00 per site condominium lot or unit; plus the fee for review of the condominium Master Deed and Bylaws and other documents (subsection 7. below).
 - b. Multiple-Family Uses or Attached Condominium Developments - \$600.00 plus \$10.00 per unit; plus the fee for review of the condominium Master Deed and Bylaws and other documents.
 - c. Rural Residential Open Space Developments or Cluster Housing - \$650.00 plus \$10.00 per unit.
 - d. Manufactured Housing Parks - \$600.00 plus \$10.00 per manufactured home site.
 - e. Commercial Uses - \$650.00 plus \$75.00 per acre or fraction thereof.
 - f. Industrial, Research or Office Uses - \$650.00 plus \$75.00 per acre or fraction thereof.
 - g. Public, Institutional or Semi-Public Uses - \$600.00 plus \$50.00 per acre or fraction thereof.
 - h. Private Roads - \$485.00 plus \$5.00 per abutting lot.
 - i. Planned Unit Development (PUD):
 - 1) Initial Review of PUD Plans and PUD Rezoning Application – Same as the Rezoning Review fee described in item 3. below, plus the applicable Subdivision Plat, Condominium or Site Plan Review fee described in subsection 1. or 2.
 - 2) Review of Revised PUD Site Plans – Same as the applicable Subdivision Plat, Condominium or Site Plan Review fee described in subsection 1. or 2. above.
3. **Zoning Amendment Review (Map or Text)** - \$700.00 plus \$50.00 per acre or fraction thereof.
4. **Special Use** - \$600.00, plus \$25.00 per acre in addition to applicable site plan review fee (2., above).

5. **Land Division, Transfer, or Combination** - \$350.00 plus \$50.00 for each lot resulting or included in the combination, whichever is greater.
6. **Appeals, Interpretations, and Variances** – \$300.00 per variance.
7. **Condominium Developments** - Consultant shall be paid an additional fee of \$275.00 for review of master deed and other condominium documents, in addition to applicable rates for review services above.
8. **Alley or ROW Vacations** - \$400 plus \$25.00 for each abutting lot.
9. **Landscape Review** – plan not included on or with a site plan:
 - a. Plan - \$300.00 plus \$30.00 per acre or fraction thereof.
 - b. Compliance Inspection – Hourly, not to exceed 3% of approved landscape cost estimate without prior Township authorization.
10. **Expedited Reviews** - If the Township requests a review to be completed within five (5) days (120 hours) after receipt by the Consultant, the Consultant shall be paid a fee equal to one hundred fifty percent (150%) of the above fees for written reports sent via facsimile or electronic mail to the Township within 120 hours.
11. **Court Witnessing** – For preparation for and sitting as expert witness in court cases involving the Township, the Consultant shall be compensated at an hourly rate of one hundred forty percent (140%) of the normal hourly rates below.
12. **Other** – Other services will be invoiced hourly or as mutually agreed upon between the Township and Consultant.

The retainer, hourly rates, and review fees in Section 8 are valid through March 1, 2017 after which the Consultant may increase its retainer, hourly rate, and review fees per classification by a percentage equal to the Consumer Price Index for the Detroit Metro Area as reported by the U.S. Department of Labor, Bureau of Labor Statistics.

SECTION 9 - ADDITIONAL SERVICES

For services requiring additional time or meetings beyond the scope identified in this agreement and as requested by the Township, the Consultant shall be compensated by the Township at the rate set forth in Section 8.B., herein. It is expressly understood and agreed that the compensation provided herein shall not cover the following services:

- A. Preparation of applications for submission to federal, State or County agencies;
- B. Traveling expenses outside Wayne and Washtenaw Counties;
- C. Preparation of area plans, tax increment financing and development plans, project management, capital improvement programs, building inspections, corridor studies, recreation plans, public relations, environmental studies, market studies, municipal department administration, program development and similar plans, programs and studies.
- D. Documented cost of printing and copying, photography, purchased maps, agency materials, and other materials for Consultant's review (Township approval prior to occurring costs).

The Consultant shall provide the above services for a separately negotiated fee.

SECTION 10 - EQUAL EMPLOYMENT OPPORTUNITY

There shall be no discrimination against any employee who is employed in the work covered by this Agreement or against any applicant for such employment because of race, color, religion, sex or nation origin. This provision shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training.

SECTION 11 - OWNERSHIP OF DATA

All reports, charts, maps, and graphics shall become the property of the Township, and shall not be furnished to any other party without written permission of the Township.

SECTION 12 - COMPLIANCE WITH ALL LAWS

In performance of this agreement, the Consultant agrees to comply with all applicable federal, State and local statutes, ordinances and regulations, when applicable, including minimum wages, Social Security, unemployment compensation insurance, and Worker's Compensation, and to obtain any and all permits applicable to the performance of this agreement.

SECTION 13 - NO CONFLICT OF INTEREST

During the term of this Agreement, the Consultant agrees that it shall not accept employment, nor shall it perform services for or on behalf of any client whose interests are adverse to that of the Township, or for which a conflict between the Township and Consultant would be created, without the prior written consent of the Township.

SECTION 14 - COMPLIANCE WITH CODE OF ETHICS.

The consultant agrees it shall be bound by the American Planning Association Code of Professional Ethics.

IN WITNESS WHEREOF, the Township and Consultant have executed this Agreement the day and year first above written.

WITNESS:

**NORTHFIELD TOWNSHIP,
WASHTENAW COUNTY, MICHIGAN**

By: _____

By: _____

McKENNA ASSOCIATES

By: _____
Phillip C. McKenna, AICP, PCP, President



TETRA TECH, INC.

INTEROFFICE MEMORANDUM

TO: Howard Fink, Northfield Township Manager
FROM: Brian Rubel
DATE: January 20, 2016
SUBJECT: Potential Sewer Use Ordinance Revisions

On January 12, 2016, Tetra Tech participated in a conference call with the Township Manager, Township WWTP Superintendent and Township legal counsel. During this call, potential revisions to the Township's ordinances were discussed. Most of these items are relate to the Whitmore Lake Road Special Assessment District sewer project although two items (prohibited items and fats, oils and grease) were being discussed prior to the SAD establishment.

We agreed to present these items for further discussion to the Board of Trustees at the January 26, 2016 workshop meeting. Tetra Tech prepared this memo to summarize the content of the January 12 conference call.

POTENTIAL SEWER USE ORDINANCE REVISIONS

GRINDER PUMP STANDARDS

- Modify the ordinance to require a standardized grinder pump (to assist Township in stocking parts and maintenance)
- Modify the ordinance to require grinder pumps be installed by contractors prequalified by Northfield Township (so only contractors with proven workmanship complete work)

FUTURE CONNECTIONS

- Require a unique fee to the Whitmore Lake SAD for future connections made outside the SAD
- Fee likely would be \$3,000/REU in addition to the prevailing system development charge (i.e. the Township's existing connection fee)
- Collected funds would go to pay SAD debt and not deposited to the Township's sewer fund
- Connections would likely be restricted to gravity portion of system

CONNECTION TIMELINE

- The current ordinance requires connection to new systems within 90 days of notification by Township
- Consider modifying this to 1 year
 - Justifications for both a firm timeline and the 1-year duration:
 - 1 year is a standard timeline in other communities and projects
 - 1 year gives property owners more time than current ordinance
 - A timeline ensures users connect and more connections generates the revenue needed for the Township to operate and maintain the system. More connections also reduces the O&M.
 - A timeline provides justification that the sewer is needed to support the assessed funds

PROHIBITED ITEMS

- Modify the ordinance to more specifically prohibit disposing of wipes in sewer (this is a national problem, a Northfield Township problem and will be an even larger problem if not controlled in grinder pump customers)

FATS, OILS AND GREASE CONTROL

- Modify the ordinance to more specifically require grease traps at large food preparation facilities
- Require traps to be maintained, inspected and sampled (sampling performed to verify their effectiveness)

NORTHFIELD TOWNSHIP

MEMO

To: Northfield Township Board
From: Howard Fink
Date: 1/19/2016
Re: Verizon Wireless Cell Phone Tower

Dear Township Board,

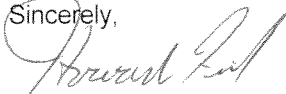
A few months ago, the Verizon Cell Phone tower contract was on a Workshop agenda. The board chose not to put this on as an Agenda item. Verizon has since returned and altered the contract terms, providing the township some potential for additional revenue (although has lowered the annual rent escalator). Verizon is proposing to require that any companies wishing to co-locate on the tower must negotiate a new land lease with the Township Directly. This change also allows us to have a bit more control over any co-locators.

In total, Verizon has changed the following items in the proposed lease:

1. Lease area reduced to 40' x 50' (from 50' x 50')
2. Section 22: Any additional co-locators will be required to obtain a ground lease from the township.
3. Section 5: Annual rent escalator changed to 2% (this was decreased from 3%).

I, along with Chief Wagner, am recommending approval of this lease, as the fire department would greatly benefit from the lease revenue. I have invited Verizon to be at this workshop if there are any questions.

Sincerely,



Howard Fink, Township Manager



LAW OFFICE OF PAUL E. BURNS

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Paul E. Burns
Bradford L. Maynes

ATTORNEY-CLIENT PRIVILEGED CONFIDENTIAL COMMUNICATION

September 17, 2015

VIA ELECTRONIC MAIL

Northfield Township Board of Trustees
Township of Northfield
8350 Main Street
Whitmore Lake, Michigan 48189

Re: Proposed Lease Agreement with New Par, d/b/a Verizon Wireless

Dear Trustees,

Our office, along with the Township Manager, has been negotiating with New Par regarding a lease proposed for a cell tower facility to be located on a portion of the Fire Station property located at 2727 E. North Territorial Road. The attached, proposed lease represents a long period of negotiation, and it is our understanding that it is not likely that New Par will further negotiate the relevant terms of the lease. The Township Manager has requested that our office prepare a legal review of the proposed lease. Please find that review below.

The proposed lease with New Par is for a 50' by 50' parcel of land located roughly northwest of the existing fire station on North Territorial Road, along with easement rights to access the parcel and bring utilities to it. Rent will be paid in monthly installments, for a total of \$16,800 annually, with an annual rent escalator of 3%. The term of the lease is for five years, with four automatic five-year extensions, unless New Par elects not to exercise the extensions. Our legal review has disclosed three paragraphs of the proposed lease that are not in keeping with our typical legal recommendations, but are not legally prohibited. Accordingly, it is a business decision for the Township as to whether these terms are acceptable given the income to be received by the Township.

Paragraph 4 – Extensions

Paragraph 4 of the proposed lease provides as follows:

4. EXTENSIONS.

- a. Subject to the provisions of Paragraph 4(b), below, this Agreement shall automatically be extended for four (4) additional five (5) year terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term.
- b. LESSOR may terminate the agreement, effective eighteen months after the end of the second renewal term, by giving LESSEE written notice of its intention to terminate the agreement no later than the end of the second renewal term.

It is generally our recommendation that the Township should have, at least, an equal right to terminate an agreement as New Par does. New Par is unwilling to agree to offer an identical right to terminate to the Township, but has agreed to allow the Township the ability to terminate the lease after the second five-year extension – effectively after a total of 15 years of the lease.

Paragraph 16 – Limited Right of First Refusal

Paragraph 16 of the proposed lease provides, in relevant part, as follows:

16. LIMITED RIGHT OF FIRST REFUSAL. If LESSOR elects, during the Term to grant to a **non-governmental third party**, by easement or other legal instrument, an interest in and to the Premises, **for the purpose of operating and maintaining communications facilities or the management thereof**, with or without an assignment of this Agreement to such third party, LESSEE shall have the right of first refusal to meet any bona fide offer of transfer on the same terms and conditions of such offer. If LESSEE fails to meet such bona fide offer within thirty (30) days after written notice thereof from LESSOR, LESSOR may grant the easement or interest in the Premises to such non-governmental third person in accordance with the terms and conditions of such third party offer...

(emphasis added). Broad rights of first refusal are generally disfavored, as they greatly limit the marketability of real estate. Additionally, a broad right of first refusal can have substantial value in addition to the value of a lease. In the present instance, our office and the Township Manager have negotiated with New Par to greatly limit the scope of the Limited Right of First Refusal by adding the emphasized language, above, to minimize the above concerns.

Paragraph 22 – Assignment

Paragraph 22 of the proposed lease provides, in relevant part, as follows:

22. ASSIGNMENT. This Agreement may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market ... As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned...

Generally, it is our recommendation that leases contain very limited ability for the lessee to assign the lease without the unilateral approval of the Township, so that the Township may maintain entire control over who it has business relationships with.

Subject to the concerns set forth above, if the Township makes the business decision to accept the above terms in exchange for the negotiated lease payments, the proposed lease is in a legally acceptable form for adoption.

Please contact our office if you have any questions in this regard.

Very truly yours,



Bradford L. Maynes

cc: Mr. Howard Fink

LAND LEASE AGREEMENT

This Agreement, made this _____ day of _____, 20____ between **Northfield Township, a Michigan municipal corporation**, with its principal mailing address of **8350 Main Street, Whitmore Lake, Michigan 48189**, hereinafter designated LESSOR and **New Par, a Delaware partnership d/b/a Verizon Wireless**, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the “Parties” or individually as the “Party”.

1. PREMISES. LESSOR hereby leases to LESSEE a portion of that certain parcel of property (the entirety of LESSOR’s property is referred to hereinafter as the Property), located at **2727 E. North Territorial Road, Whitmore Lake, Washtenaw County, Michigan 48189**, and being described as an **50' by 40' parcel containing approximately two thousand square feet** (the “Land Space”), together with the non-exclusive right (the “Rights of Way”) for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks over or along a **thirty (30') foot wide right-of-way and a ten (10') foot wide right-of-way** extending from the nearest public right-of-way, **North Territorial Road**, to the Land Space, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along one or more rights of way from the Land Space, said Land Space and Rights of Way (hereinafter collectively referred to as the “Premises”) being substantially as described herein in Exhibit "A" attached hereto and made a part hereof. The Property is also shown on the Tax Map of the **Township of Northfield as Tax Parcel Id No: B-02-27-100-003** and is further described in **Liber 1542, Page 137 of the Washtenaw County Register of Deeds.**

In the event any public utility is unable to use the Rights of Way, the LESSOR hereby agrees to grant an additional right-of-way either to the LESSEE or to the public utility at no cost to the LESSEE, provided, however, that the location of the additional rights-of-way, if any, shall be as reasonably designated by LESSOR.

2. SURVEY. LESSOR also hereby grants to LESSEE the right to survey the Property and the Premises, and said survey shall then become Exhibit "B" which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit "A". Cost for such work shall be borne by the LESSEE.

3. TERM; RENTAL.

a. This Agreement shall be effective as of the date of execution by both Parties, provided, however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments shall commence and be due at a total annual rental of **Sixteen Thousand Eight Hundred Dollars (\$16,800.00)** to be paid in equal monthly installments on the first day of the month, in advance, to **LESSOR at the notice address below** or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 23 below. The Agreement shall commence based upon the date LESSEE commences installation of the equipment on the Premises, or on the first day of January, 2017, whichever occurs first. In the event the date of commencing installation of equipment is determinative and such date falls between the 1st and 15th of the month, the Agreement shall commence on the 1st of that month and if such date falls between the 16th and 31st of the month, then the Agreement shall commence on the 1st day of the following month (either of the foregoing or January 1, 2017, if applicable, being the "Commencement Date"). LESSOR and LESSEE agree that they shall acknowledge in writing the Commencement Date in the event the Commencement Date is based upon the date LESSEE commences installation of the equipment on the Premises. In the event the Commencement Date is the fixed date set forth above, there shall be no written acknowledgement required. LESSOR and LESSEE acknowledge and agree that initial rental payment(s) shall not actually be sent by LESSEE until forty-five (45) days after the Commencement Date or after a written acknowledgement confirming the Commencement Date, if such an acknowledgement is required. By way of illustration of the preceding sentence, if the Commencement Date is January 1 and no written acknowledgement confirming the Commencement Date is required, LESSEE shall send to the LESSOR the rental payments for January 1 and February 1 by February 15, and if the Commencement Date is

January 1 and a required written acknowledgement confirming the Commencement Date is dated January 14, LESSEE shall send to the LESSOR the rental payments for January 1 and February 1 by February 28.

Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

b. LESSOR hereby agrees to provide to LESSEE certain documentation (the "Rental Documentation") evidencing LESSOR's interest in, and right to receive payments under, this Agreement, including without limitation: (i) documentation, acceptable to LESSEE in LESSEE's reasonable discretion, evidencing LESSOR's good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits hereunder; (ii) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to LESSEE, for any party to whom rental payments are to be made pursuant to this Agreement; and (iii) other documentation requested by LESSEE in LESSEE's reasonable discretion. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. The Rental Documentation shall be provided to LESSEE in accordance with the provisions of and at the address given in Paragraph 23. Delivery of Rental Documentation to LESSEE shall be a prerequisite for the payment of any rent by LESSEE and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments until Rental Documentation has been supplied to LESSEE as provided herein.

Within fifteen (15) days of obtaining an interest in the Property or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall provide to LESSEE Rental Documentation in the manner set forth in the preceding paragraph. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, any assignee(s) or transferee(s) of LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. Delivery of Rental Documentation to LESSEE by any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall be a prerequisite for the payment of any rent by LESSEE to such party and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments to any assignee(s), transferee(s) or other successor(s) in interest of LESSOR until Rental Documentation has been supplied to LESSEE as provided herein.

4. EXTENSIONS.

a. Subject to the provisions of Paragraph 4(b), below, this Agreement shall automatically be extended for four (4) additional five (5) year terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term.

b. LESSOR may terminate the agreement, effective eighteen months after the end of the second renewal term, by giving LESSEE written notice of its intention to terminate the agreement no later than the end of the second renewal term.

5. RENTAL INCREASES. The annual rental throughout the initial term described in Paragraph 3 and any Extensions described in Paragraph 4 shall increase at a rate of **2% annually**.

6. ADDITIONAL EXTENSIONS. If at the end of the fourth (4th) five (5) year extension term this Agreement has not been terminated by either Party by giving to the other written notice of an intention to terminate it at least three (3) months prior to the end of such term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of five (5) years and for five (5) year terms thereafter until terminated by either Party by giving to the other written notice of its intention to so terminate at least three (3) months prior to the end of such term. Annual rental for each such additional five (5) year term shall be equal to the annual rental payable with respect to the immediately preceding five (5) year term. The initial term and all extensions shall be collectively referred to herein as the "Term".

7. TAXES. LESSEE shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property which LESSOR demonstrates is the result of LESSEE's use of the

Premises and/or the installation, maintenance, and operation of the LESSEE's improvements, and any sales tax imposed on the rent (except to the extent that LESSEE is or may become exempt from the payment of sales tax in the jurisdiction in which the Property is located), including any increase in real estate taxes on the Property which LESSOR demonstrates arises from the LESSEE's improvements and/or LESSEE's use of the Premises. LESSOR and LESSEE shall each be responsible for the payment of any taxes, levies, assessments and other charges imposed including franchise and similar taxes imposed upon the business conducted by LESSOR or LESSEE at the Property.

Notwithstanding the foregoing, LESSEE shall not have the obligation to pay any tax, assessment, or charge that LESSEE is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed provided that no lien attaches to the Property. Nothing in this Paragraph shall be construed as making LESSEE liable for any portion of LESSOR's income taxes in connection with any Property or otherwise. Except as set forth in this Paragraph, LESSOR shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property and shall do so prior to the imposition of any lien on the Property.

LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment. LESSOR shall reasonably cooperate with LESSEE at LESSEE's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that, as a result of any appeal or challenge by LESSEE, there is a reduction, credit or repayment received by the LESSOR for any taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment. In the event that LESSEE does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this paragraph, LESSOR will pursue such dispute at LESSEE's sole cost and expense upon written request of LESSEE.

8. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. A security fence consisting of chain link construction or similar but comparable construction may be placed around the perimeter of the Premises at the discretion of LESSEE (not including the access easement). All improvements, equipment, antennas and conduits shall be at LESSEE's expense and their installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon it obtaining, after the execution date of this Agreement, all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests which will permit LESSEE's use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE. In the event that: (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner; (iv) LESSEE determines that any soil boring tests are unsatisfactory; (v) LESSEE determines that the Premises is no longer technically compatible for its use; or (vi) LESSEE, in its sole discretion, determines that the use the Premises is obsolete or unnecessary, LESSEE shall have the right to terminate this Agreement. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, the LESSEE shall have no further obligations for the payment of rent to LESSOR.

9. INDEMNIFICATION. Subject to Paragraph 10 below, LESSEE shall indemnify and hold LESSOR harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of LESSEE, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents.

10. INSURANCE.

a. The Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to the Property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts such insurance is now or hereafter carried by the Parties, or either of them. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

b. LESSOR and LESSEE each agree that, at its own cost and expense, each will maintain commercial general liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence. LESSOR and LESSEE each agree that it will include the other Party as an additional insured.

11. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 9 and 29, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

12. INTENTIONALLY OMITTED.

13. INTERFERENCE. LESSEE agrees to install equipment of the type and frequency which will not cause harmful interference, which is measurable in accordance with then existing industry standards, to any equipment of LESSOR or other lessees of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LESSOR be entitled to terminate this Agreement or relocate the equipment as long as LESSEE is making a good faith effort to remedy the interference issue. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference, which is measurable in accordance with then existing industry standards, to the then existing equipment of LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and, therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

14. REMOVAL AT END OF TERM. LESSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of this Agreement, remove its building(s), antenna structure(s) (except footings), equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws (as defined in Paragraph 33 below). If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

15. HOLDOVER. LESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in Paragraph 14 herein, unless the Parties are negotiating a new lease or lease extension in good faith. In the event that the Parties are not in the process of negotiating a new lease or lease

extension in good faith, LESSEE holds over in violation of Paragraph 14 and this Paragraph 15, then the rent then in effect payable from and after the time of the expiration or earlier removal period set forth in Paragraph 14 shall equal to the rent applicable during the month immediately preceding such expiration or earlier termination.

16. LIMITED RIGHT OF FIRST REFUSAL. If LESSOR elects, during the Term to grant to a non-governmental third party, by easement or other legal instrument, an interest in and to the Premises, for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of this Agreement to such third party, LESSEE shall have the right of first refusal to meet any bona fide offer of transfer on the same terms and conditions of such offer. If LESSEE fails to meet such bona fide offer within thirty (30) days after written notice thereof from LESSOR, LESSOR may grant the easement or interest in the Premises to such non-governmental third person in accordance with the terms and conditions of such third party offer. For purposes of this Paragraph, any transfer, bequest or devise of LESSOR's interest in the Property as a result of the death of LESSOR, whether by will or intestate succession, or any conveyance to LESSOR's family members by direct conveyance or by conveyance to a trust for the benefit of family members shall not be considered a transfer of the Property for which LESSEE has any right of first refusal. For the purposes of this Paragraph, any transfers to governmental entities shall not be considered a transfer of the Property for which LESSEE has any right of first refusal.

17. RIGHTS UPON SALE. Should LESSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Property to a purchaser other than LESSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder under the terms of this Agreement. To the extent that LESSOR grants to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE for the purpose of operating and maintaining communications facilities or the management thereof and in conjunction therewith, assigns this Agreement to said third party, LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of this Agreement.

18. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.

19. TITLE. LESSOR represents and warrants to LESSEE, as of the execution date of this Agreement, and covenants during the Term that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants, during the Term, that there are no liens, judgments or impediments of title on the Property or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LESSEE as set forth above.

20. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties or in a written acknowledgment in the case provided in Paragraph 3. In the event any provision of this Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under this Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

21. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the State in which the Property is located.

22. ASSIGNMENT. This Agreement may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder. LESSEE reserves all rights to lease, sublease, or license space on the tower to third party additional users. All future third party additional users shall seek ground space from LESSOR in a separate agreement and pay LESSOR directly for such ground space, whether or not the collocation would physically require additional ground space or not. Utility providers are not considered additional users under this paragraph. Ground layout and space to such third party additional users requires LESSEE's consent, not to be unreasonably withheld, conditioned or delayed. Any sublease that is entered into by LESSEE shall be subject to the provisions of this Agreement and shall be binding upon the successors, assigns, heirs and legal representatives of the respective Parties hereto.

23. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR:	Northfield Township 8350 Main Street Whitmore, Michigan 48189
LESSEE:	New Par, a Delaware partnership d/b/a Verizon Wireless 180 Washington Valley Road Bedminster, New Jersey 07921 Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

24. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.

25. SUBORDINATION AND NON-DISTURBANCE. LESSOR shall obtain, not later than fifteen (15) days following the execution of this Agreement, a Non-Disturbance Agreement, as defined below, from its existing mortgagee(s), ground lessors and master lessors, if any, of the Property. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property or right-of-way; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Property, LESSOR shall obtain a non-disturbance and attornment agreement for LESSEE's benefit in the form reasonably satisfactory to LESSEE, containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Agreement beyond applicable notice and cure periods. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Property, Lender or such successor-in-interest or Purchaser will (1) honor all of the terms of this Agreement, (2) fulfill LESSOR's obligations under this Agreement, and (3) promptly cure all of the then-existing LESSOR defaults under this Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all

Purchasers. In return for such Non-Disturbance Agreement, LESSEE will execute an agreement, for Lender's benefit, in which LESSEE (1) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Property and (3) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. In the event LESSOR defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, LESSEE may, at its sole option and without obligation, cure or correct LESSOR's default and, upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

26. RECORDING. LESSOR agrees to execute a Memorandum of this Agreement which LESSEE may record with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or rent payments.

27. DEFAULT.

a. In the event there is a breach by LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, LESSOR shall give LESSEE written notice of such breach. After receipt of such written notice, LESSEE shall have fifteen (15) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSOR may not maintain any action or effect any remedies for default against LESSEE unless and until LESSEE has failed to cure the breach within the time periods provided in this Paragraph.

b. In the event there is a breach by LESSOR with respect to any of the provisions of this Agreement or its obligations under it, LESSEE shall give LESSOR written notice of such breach. After receipt of such written notice, LESSOR shall have thirty (30) days in which to cure any such breach, provided LESSOR shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSOR commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSEE may not maintain any action or effect any remedies for default against LESSOR unless and until LESSOR has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if LESSOR fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by LESSOR if the failure to perform such an obligation interferes with LESSEE's ability to conduct its business on the Property; provided, however, that if the nature of LESSOR's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion.

28. REMEDIES. Upon a default, the non-defaulting Party may, at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate this Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises is located; provided, however, LESSOR shall use reasonable efforts to mitigate its damages in connection with a default by LESSEE. If LESSEE so performs any of LESSOR's obligations hereunder, the full amount of the reasonable and actual cost and expense incurred by LESSEE shall immediately be owing by LESSOR to LESSEE, and LESSOR shall pay to LESSEE, upon demand, the full undisputed amount thereof with interest thereon from the date of payment at the

greater of (i) ten percent (10%) per annum, or (ii) the highest rate permitted by applicable Laws. Notwithstanding the foregoing, if LESSOR does not pay LESSEE the full undisputed amount within thirty (30) days of its receipt of an invoice setting forth the amount due from LESSOR, LESSEE may offset the full undisputed amount due, including all accrued interest, against all fees due and owing to LESSOR until the full undisputed amount, including all accrued interest, is fully reimbursed to LESSEE.

29. ENVIRONMENTAL. LESSEE shall hold LESSOR harmless and indemnify LESSOR from and assume all duties, responsibility and liability, at LESSEE's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to any environmental or industrial hygiene conditions arising out of or in any way related to the activities of LESSEE conducted on the Property, unless such environmental conditions are not caused or contributed to by LESSEE, or its agents or contractors.

30. CASUALTY. In the event of damage by fire or other casualty to the Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may, at any time following such fire or other casualty and provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days prior written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice was the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE's use of the Premises is impaired.

31. CONDEMNATION. In the event of any condemnation of all or any portion of the Property, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If, as a result of a partial condemnation of the Premises or Property, LESSEE, in LESSEE's sole discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, LESSEE may, at LESSEE's option to be exercised in writing within fifteen (15) days after LESSOR shall have given LESSEE written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession), terminate this Agreement as of the date the condemning authority takes such possession. LESSEE may, on its own behalf, make a claim in any condemnation proceeding involving the Premises for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice was the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. If LESSEE does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the same proportion as the rentable area of the Premises taken bears to the total rentable area of the Premises. In the event that this Agreement is not terminated by reason of such condemnation, LESSOR shall promptly repair any damage to the Premises caused by such condemning authority.

32. SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/AUTHORITY. The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

33. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively “Laws”). LESSEE shall, in respect to the condition of the Premises and at LESSEE’s sole cost and expense, comply with: (a) all Laws relating solely to LESSEE’s specific and unique nature of use of the Premises (other than general office use); and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE on the Premises.

34. SURVIVAL. The provisions of this Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

35. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

[remainder of this page intentionally blank; signatures appear on following page]

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

LESSOR: Northfield Township

WITNESS

By: _____

Its: _____

Date: _____

**LESSEE: New Par, a Delaware partnership
d/b/a Verizon Wireless
By: Verizon Wireless (VAW) LLC, its general
partner**

WITNESS

By: _____

Lynn Ramsey
Its: Vice President – Field Network

Date: _____

Site # 144 – North Territorial & Spencer
JC3666-13
Draft Date: January 11, 2016

Exhibit "A"

(Legal Description of Property and Premises)

Legal Description of Property (taken from title commitment)

Real property in the Township of Northfield, County of Washtenaw, State of Michigan, described as follows:

Beginning at the North 1/4 corner of Section 27, Town 1 South, Range 6 East, Northfield Township, Washtenaw County, Michigan; thence North 85°42'40" East, 356.79 feet along the North line of said Section; thence along the center line of O'Connor Drain, South 64°38' East, 52.36 feet, South 59°51'30" East 265.75 feet, South 66°38'30" East 103.83 feet, South 60°30' East 157.64 feet, South 80°13' East 134.15 feet, South 85°27' East 84.46 feet, South 87°41' East 124.11 feet and South 79°23' East 140.80 feet; thence South 1°43'30" East 747.00 feet along the East line of the West 1/2 of the Northeast 1/4 of said Section; thence North 64°22'50" West 1502.41 feet along the centerline of N. Territorial Road; thence North 1°41'40" West 405.61 feet along the North-South 1/4 line of said Section, being part of the West 1/2 of the Northeast 1/4 of said Section 27.

Commonly Known As: 2727 East North Territorial Road, Whitmore Lake, Michigan 48189

Tax Parcel Id No: B-02-27-100-003

Legal Description of Premises

Commencing at the North 1/4 corner of Section 27, T1S, R6E, Northfield Township, Washtenaw County, Michigan, said corner being located S 85°42'40" W 2671.22 feet from the Northeast corner of said Section 27; thence S 01°41'40" E 405.61 feet along the North-South 1/4 line of said Section 27; thence S 64°22'50" E 927.50 feet (also being the centerline of East North Territorial Road, 66 feet wide); thence N 25°37'10" E 115.00 feet; thence N 08°40'07" E 75.00 feet; thence N 25°37'10" E 168.26 feet to the POINT OF BEGINNING:

thence N 64°22'50" W 22.50 feet;

thence N 25°37'10" E 40.00 feet;

thence S 64°22'50" E 50.00 feet;

thence S 25°37'10" W 40.00 feet;

thence N 64°22'50" W 27.50 feet to the POINT OF BEGINNING; being a part of the Northeast 1/4 of Section 27, T1S, R6E, Northfield Township, Washtenaw County, Michigan; and containing 2,000 sq. ft. or 0.046 acres, more or less; subject to easements and restrictions of record, if any;

[continued on following page]

Site # 144 – North Territorial & Spencer
JC3666-13
Draft Date: January 11, 2016

Exhibit "A" – continued from previous page

Together with a 30 foot wide easement for ingress, egress and public utilities, the centerline of said easement is described as follows:

Commencing at the North 1/4 corner of Section 27, T1S, R6E, Northfield Township, Washtenaw County, Michigan, said corner being located S 85°42'40" W 2671.22 feet from the Northeast corner of said Section 27; thence S 01°41'40" E 405.61 feet along the North-South 1/4 line of said Section 27; thence S 64°22'50" E 927.50 feet (being the centerline of East North Territorial Road, 66 feet wide) to the POINT OF BEGINNING:

thence N 25°37'10" E 115.00 feet;

thence N 08°40'07" E 75.00 feet;

thence continuing N 25°37'10" E 168.26 feet to the POINT OF ENDING; being a part of the Northeast 1/4 of Section 27, T1S, R6E, Northfield Township, Washtenaw County, Michigan; except any part taken, deeded or used for public road purposes; and subject to easements and restrictions of record, if any;

Together with a 10 foot wide easement for public utilities, the centerline of said easement is described as follows:

Commencing at the North 1/4 corner of Section 27, T1S, R6E, Northfield Township, Washtenaw County, Michigan, said corner being located S 85°42'40" W 2671.22 feet from the Northeast corner of said Section 27; thence S 01°41'40" E 405.61 feet along the North-South 1/4 line of said Section 27; thence S 64°22'50" E 927.50 feet (also being the centerline of East North Territorial Road, 66 feet wide); thence N 25°37'10" E 115.00 feet; thence N 08°40'07" E 75.00 feet; thence N 25°37'10" E 60.00 feet to the POINT OF BEGINNING:

thence S 64°22'50 W 87.00 feet to the POINT OF ENDING; being a part of the Northeast 1/4 of Section 27, T1S, R6E, Northfield Township, Washtenaw County, Michigan; subject to easements and restrictions of record, if any.

Site # 144 – North Territorial & Spencer
JC3666-13
Draft Date: January 11, 2016

Exhibit “B”

(See attached Survey)

MEMORANDUM OF LEASE AGREEMENT

This Memorandum of LEASE AGREEMENT is made this _____ day of _____, 20__, between **Northfield Township, a Michigan municipal corporation**, with a mailing address of **8350 Main Street, Whitmore Lake, Michigan 48189**, hereinafter collectively referred to as "LESSOR", and **NEW PAR, a Delaware partnership** d/b/a Verizon Wireless, with its principal office located at One Verizon Way, Mailstop 4AW100, Basking Ridge, New Jersey 07920, hereinafter referred to as "LESSEE". LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

1. LESSOR and LESSEE entered into a LEASE AGREEMENT (the "Agreement") on _____, 20__ for an initial term of five (5) years, commencing on the Commencement Date. The Lease Agreement shall automatically be extended for four (4) additional five (5) year terms unless the LESSEE terminates it at the end of the then current term by giving the LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term. LESSOR may terminate the agreement, effective eighteen months after the end of the second renewal term, by giving LESSEE written notice of its intention to terminate the agreement no later than the end of the second renewal term. If at the end of the fourth (4th) five (5) year extension term the Agreement has not been terminated by either Party by giving to the other written notice of an intention to terminate it at least three (3) months prior to the end of such term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of five (5) years and for five (5) year terms thereafter until terminated by either Party by giving to the other written notice of its intention to so terminate at least three (3) months prior to the end of such term.
2. LESSOR hereby leases to LESSEE a portion of that certain parcel of property (the entirety of LESSOR's property is referred to hereinafter as the "Property"), located at **2727 E. North Territorial Road, Whitmore Lake, Washtenaw County, Michigan 48189**, and being described as a **two thousand (2,000) square foot parcel, more or less**, located as shown on the Tax Map of the **Township of Northfield** as a portion of **Tax Parcel No. B-02-27-100-003**, and being part of that real property further described in **Liber 1542, Page 137 of the Washtenaw**

County Register of Deeds, together with the non-exclusive right for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along a **Thirty (30') foot wide right-of-way and a ten (10') foot wide right-of-way** extending from the nearest public right-of-way, **North Territorial Road**, to the demised premises. The demised premises and right-of-way are hereinafter collectively referred to as the "Premises". The Premises are described in Exhibit A attached hereto and made a part hereof. In the event any public utility is unable to use the aforementioned right-of-way, LESSOR has agreed to grant an additional right-of-way either to the LESSEE or to the public utility at no cost to the LESSEE, using a route as agreed to by LESSOR.

3. The Commencement Date of the Agreement, of which this is a Memorandum, is _____.
4. If LESSOR elects, during the Term to grant to a third party by easement or other legal instrument an interest in and to that portion of the Premises, for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of this Agreement to such third party, LESSEE shall have the right of first refusal to meet any bona fide offer of sale or transfer on the same terms and conditions of such offer.
5. The terms, covenants and provisions of the Agreement, the terms of which are hereby incorporated by reference into this Memorandum, shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of LESSOR and LESSEE.

IN WITNESS WHEREOF, hereunto and to a duplicate hereof, LESSOR and LESSEE have caused this Memorandum to be duly executed on the date first written hereinabove.

**LESSOR: Northfield Township, a Michigan
municipal corporation**

BY: _____(SEAL)

ITS:

LESSEE:

**New Par, a Delaware Partnership
D/B/A VERIZON WIRELESS
By: Verizon Wireless (VAW) LLC, its general
partner**

BY: _____(SEAL)

Lynn Ramsey
Vice President – Field Network

This instrument prepared by
and when recorded return to:

**Benjamin S. Herrick, Esq.
Jonathan R. Crane, P.C.
1126 N. Main
Rochester, MI 48307**

STATE OF _____)
)
COUNTY OF _____) **ACKNOWLEDGEMENT**

I, _____, a Notary Public for said County and State, do hereby certify that _____, the _____ of **Northfield Township, a Michigan municipal corporation**, personally came before me this day and acknowledged that s/he executed the foregoing **MEMORANDUM OF LEASE AGREEMENT** as his/her own act and deed on behalf of said Township.

WITNESS my hand and official Notarial Seal, this ____ day of _____, 20__.

Notary Public

My Commission Expires:

STATE OF Illinois)
)
COUNTY OF Cook) **ACKNOWLEDGMENT**

I, _____, a Notary Public for said County and State, do hereby certify that Lynn Ramsey personally came before me this day and acknowledged that she is the Vice President – Field Network, of **New Par, a Delaware partnership** d/b/a Verizon Wireless, By: Verizon Wireless (VAW) LLC, its general partner, and that she, as Vice President – Field Network, being authorized to do so, executed the foregoing **MEMORANDUM OF LEASE AGREEMENT** on behalf of **New Par** d/b/a Verizon Wireless.

WITNESS my hand and official Notarial Seal, this ____ day of _____, 20__.

Notary Public

My Commission Expires:

EXHIBIT A

Legal Description of Property (taken from title commitment)

Real property in the Township of Northfield, County of Washtenaw, State of Michigan, described as follows:

Beginning at the North 1/4 corner of Section 27, Town 1 South, Range 6 East, Northfield Township, Washtenaw County, Michigan; thence North 85°42'40" East, 356.79 feet along the North line of said Section; thence along the center line of O'Connor Drain, South 64°38' East, 52.36 feet, South 59°51'30" East 265.75 feet, South 66°38'30" East 103.83 feet, South 60°30' East 157.64 feet, South 80°13' East 134.15 feet, South 85°27' East 84.46 feet, South 87°41' East 124.11 feet and South 79°23' East 140.80 feet; thence South 1°43'30" East 747.00 feet along the East line of the West 1/2 of the Northeast 1/4 of said Section; thence North 64°22'50" West 1502.41 feet along the centerline of N. Territorial Road; thence North 1°41'40" West 405.61 feet along the North-South 1/4 line of said Section, being part of the West 1/2 of the Northeast 1/4 of said Section 27.

Commonly Known As: 2727 East North Territorial Road, Whitmore Lake, Michigan 48189

Tax Parcel Id No: B-02-27-100-003

Legal Description of Premises

Commencing at the North 1/4 corner of Section 27, T1S, R6E, Northfield Township, Washtenaw County, Michigan, said corner being located S 85°42'40" W 2671.22 feet from the Northeast corner of said Section 27; thence S 01°41'40" E 405.61 feet along the North-South 1/4 line of said Section 27; thence S 64°22'50" E 927.50 feet (also being the centerline of East North Territorial Road, 66 feet wide); thence N 25°37'10" E 115.00 feet; thence N 08°40'07" E 75.00 feet; thence N 25°37'10" E 168.26 feet to the POINT OF BEGINNING:

thence N 64°22'50" W 22.50 feet;
thence N 25°37'10" E 40.00 feet;
thence S 64°22'50" E 50.00 feet;
thence S 25°37'10" W 40.00 feet;
thence N 64°22'50" W 27.50 feet to the POINT OF BEGINNING; being a part of the Northeast 1/4 of Section 27, T1S, R6E, Northfield Township, Washtenaw County, Michigan; and containing 2,000 sq. ft. or 0.046 acres, more or less; subject to easements and restrictions of record, if any;

[continued on following page]

EXHIBIT A – Continued from previous page

Together with a 30 foot wide easement for ingress, egress and public utilities, the centerline of said easement is described as follows:

Commencing at the North 1/4 corner of Section 27, T1S, R6E, Northfield Township, Washtenaw County, Michigan, said corner being located S 85°42'40" W 2671.22 feet from the Northeast corner of said Section 27; thence S 01°41'40" E 405.61 feet along the North-South 1/4 line of said Section 27; thence S 64°22'50" E 927.50 feet (being the centerline of East North Territorial Road, 66 feet wide) to the POINT OF BEGINNING:

thence N 25°37'10" E 115.00 feet;

thence N 08°40'07" E 75.00 feet;

thence continuing N 25°37'10" E 168.26 feet to the POINT OF ENDING; being a part of the Northeast 1/4 of Section 27, T1S, R6E, Northfield Township, Washtenaw County, Michigan; except any part taken, deeded or used for public road purposes; and subject to easements and restrictions of record, if any;

Together with a 10 foot wide easement for public utilities, the centerline of said easement is described as follows:

Commencing at the North 1/4 corner of Section 27, T1S, R6E, Northfield Township, Washtenaw County, Michigan, said corner being located S 85°42'40" W 2671.22 feet from the Northeast corner of said Section 27; thence S 01°41'40" E 405.61 feet along the North-South 1/4 line of said Section 27; thence S 64°22'50" E 927.50 feet (also being the centerline of East North Territorial Road, 66 feet wide); thence N 25°37'10" E 115.00 feet; thence N 08°40'07" E 75.00 feet; thence N 25°37'10" E 60.00 feet to the POINT OF BEGINNING:

thence S 64°22'50 W 87.00 feet to the POINT OF ENDING; being a part of the Northeast 1/4 of Section 27, T1S, R6E, Northfield Township, Washtenaw County, Michigan; subject to easements and restrictions of record, if any.

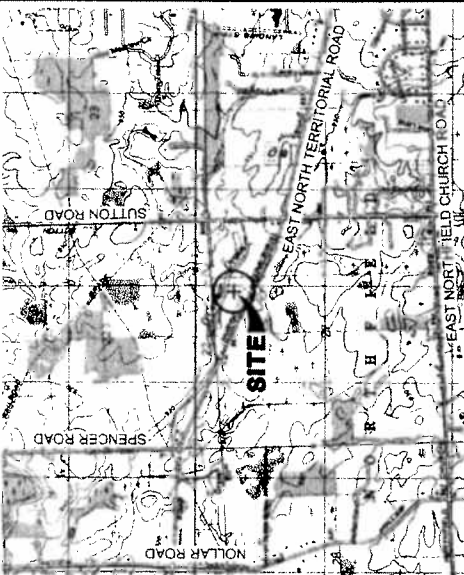
JOB No.	94044-144
REVISION:	1. CHANGE LEASE PARCEL SIZE
REV. DATE	1/11/18
SHEET	1 OF 1
DATE: 4/13/15	
TECH: KRM	
DWG: JAF	
CADD: JAF	
34044-144-SP1	

1

NORTHFIELD TOWNSHIP, WASHTENAW COUNTY, MICHIGAN
SITE #144 - "N TERRITORIAL SPENCER"
COMMUNICATION SITE

APPLICANT/LESSEE:
NEW PAR. A DELAWARE PARTNERSHIP
480 WESTON WARELESS
24242 NORTHWESTERN HIGHWAY
WASHTENAW, MICHIGAN 48075
PHONE: (248) 915-3000

MIDWESTERN
CONSULTING
3815 Plaza Drive Ann Arbor, Michigan 48106
(734) 995-0700 • www.midwesternconsulting.com
Wireless Communications • Transportation • Institutional • Municipal
Land Development • Land Survey • Institutional • Municipal



VICINITY SKETCH
SCALE: 1"=200'

LOCATION
LONGITUDE 83° 42' 31.5"
LATITUDE 42° 22' 21.2"

LEGAL DESCRIPTION OF LEASE PARCEL

Commencing at the North 1/4 corner of Section 27, T1S, R6E, Northfield Township, Washtenaw County, Michigan, said corner being located S 85°42'40" W 2671.22 feet from the Northeast corner of said Section 27; thence S 01°41'40" E 405.61 feet along the North-South 1/4 line of said Section 27; thence S 64°22'50" E 927.50 feet (also being the centerline of East North Territorial Road, 66 feet wide); thence N 25°37'10" E 115.00 feet; thence N 08°40'07" E 75.00 feet; thence N 25°37'10" E 168.26 feet to the POINT OF BEGINNING.

thence N 64°22'50" W 22.50 feet;
thence S 64°22'50" E 40.00 feet;
thence N 25°37'10" W 40.00 feet;
thence N 64°22'50" W 27.50 feet to the POINT OF BEGINNING; being a part of the Northeast 1/4 of Section 27, T1S, R6E, Northfield Township, Washtenaw County, Michigan, and containing 2.000 sq. ft. or 0.046 acres, more or less, subject to easements and restrictions of record, if any;

Together with a 30 foot wide easement for ingress, egress and public utilities, the centerline of said easement is described as follows:

Commencing at the North 1/4 corner of Section 27, T1S, R6E, Northfield Township, Washtenaw County, Michigan, said corner being located S 85°42'40" W 2671.22 feet from the Northeast corner of said Section 27; thence S 01°41'40" E 405.61 feet along the North-South 1/4 line of said Section 27; thence S 64°22'50" E 927.50 feet (also being the centerline of East North Territorial Road, 66 feet wide); thence N 25°37'10" E 115.00 feet; thence N 08°40'07" E 75.00 feet; thence N 25°37'10" E 168.26 feet to the POINT OF BEGINNING.

thence N 25°37'10" E 115.00 feet;
thence N 08°40'07" E 75.00 feet;
thence continuing N 25°37'10" E 168.26 feet to the POINT OF ENDING;
being a part of the Northeast 1/4 of Section 27, T1S, R6E, Northfield Township, Washtenaw County, Michigan, except any part taken, deeded or used for public road purposes, and subject to easements and restrictions of record, if any;

Together with a 10 foot wide easement for public utilities, the centerline of said easement is described as follows:

Commencing at the North 1/4 corner of Section 27, T1S, R6E, Northfield Township, Washtenaw County, Michigan, said corner being located S 85°42'40" W 2671.22 feet from the Northeast corner of said Section 27; thence S 01°41'40" E 405.61 feet along the North-South 1/4 line of said Section 27; thence S 64°22'50" E 927.50 feet (also being the centerline of East North Territorial Road, 66 feet wide); thence N 25°37'10" E 115.00 feet; thence N 08°40'07" E 75.00 feet; thence N 25°37'10" E 168.26 feet to the POINT OF BEGINNING.

thence S 64°22'50" W 87.00 feet to the POINT OF ENDING, being a part of the Northeast 1/4 of Section 27, T1S, R6E, Northfield Township, Washtenaw County, Michigan, subject to easements and restrictions of record, if any.

NOTE

Rotate all bearings 00°01'44" clockwise to obtain bearings based on True North as determined from global positioning system (GPS).

PREPARED BY:
MIDWESTERN CONSULTING, L.L.C.

JAMES A. FISHER P.E. #24260



SCALE: 1" = 30'



Know what's below.
Call before you dig.

LEGEND

- EXST. UTILITY POLE
- GUY WIRE
- EXST. OVERHEAD UTILITY LINE
- EXST. LIGHT POLE
- EXST. FIBER OPTIC LINE
- TELEPHONE RISER
- MAILBOX
- POST
- FENCE
- SECTION CORNER
- FOUND MONUMENT
- CONTROL PT.

LEGAL DESCRIPTION OF OVERALL PARCEL

(Taken from Title Commitment)

Real property in the Township of Northfield, County of Washtenaw, State of Michigan, described as follows:

Beginning at the North 1/4 corner of Section 27, Town 1 South, Range 6 East, Northfield Township, Washtenaw County, Michigan; thence North 85°42'40" East, 368.78 feet along the North line of said Section; thence along the center line of C/Connor Drain, South 64°38' East, 52.36 feet, South 59°51'30" East 265.75 feet, South 68°36'30" East 192.83 feet, South 60°30' East 157.64 feet, South 60°13' East 134.16 feet, South 68°14' East 161.61 feet, South 64°22'50" East 747.00 feet, South 79°23' East 140.80 feet, South 1°43'30" East 747.00 feet, South 1°41'40" West of the West 1/2 of the Northeast 1/4 of said Section; thence North 64°22'50" West 1502.41 feet along the centerline of N. Territorial Road; thence North 1°41'40" West 405.61 feet along the North-South 1/4 line of said Section, being part of the West 1/2 of the Northeast 1/4 of said Section 27.

PROPERTY INFORMATION

TAX PARCEL: #B-02-27-100-003

OWNER: TOWNSHIP OF NORTHFIELD

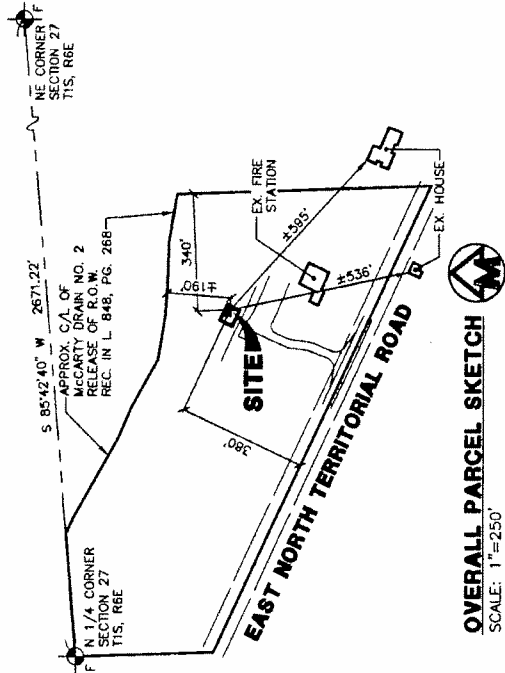
8350 MAIN STREET

WHITMORE LAKE, MICHIGAN 48189

CELL SITE ADDRESS:

EAST NORTH TERRITORIAL ROAD

WHITMORE LAKE, MICHIGAN 48189



OVERALL PARCEL SKETCH

SCALE: 1"=250'

NORTHFIELD TOWNSHIP

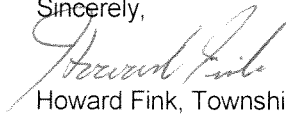
MEMO

To: Northfield Township Board
From: Howard Fink
Date: 1/19/2016
Re: Parks and Recreation Master Plan

Dear Township Board,

At the next meeting, we will be holding our Public Hearing for the Parks and Recreation Master Plan. I was hoping that at this workshop, the board of trustees could review the plan and debate / discuss if there are any issues, concerns, questions, or suggestions to incorporate. If you need a copy of the plan, please let us know. It is online, linked from our homepage.

Sincerely,



Howard Fink, Township Manager

NORTHFIELD TOWNSHIP

Memo

To: Northfield Township Board
From: Howard Fink
Date: 1/22/2016
Re: Goals for Boards Last Year in Office

Dear Township Board,

At the last workshop, we discussed what the goals would be for the final year of your terms. The following is a breakdown of many of the issues that have been discussed over the last few years.

Goals for last year of current term from 11/24/15 meeting:

- Sidewalks/bike paths around lake for safety
- Extend 7 Mile Rd to Donna Ln.
- Complete the sewer capacity study
- Completion of the Barker Rd Non-Motorized Path

Goals/Priorities from Board Retreat

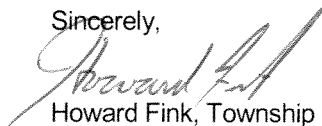
- Highest Priorities
 - Appropriate fiscal priorities (listed by greatest number of votes):
 - Parking lot for Community Center (6)
 - Board Room Construction (5)
 - General Parks & Rec (5)
 - Property Acquisition (4)
 - Buying down debt (1)
 - Community Garden (0)
 - Roads (0)
 - Salaries of Elected Officials (put in budget)
 - Downtown Development incentives
 - Framing the Development debate more concretely
 - More residential & shopping opportunities for the people that are already here
 - The Township is too spread out – bring people together
 - Action Items
 - Legal analysis of Master Plan amendment request
 - Prepare land conditions map showing large parkable parcels
 - Research models of good development following community disagreements about growth
 - Consider allocating funds for full review of Master Plan

- Mid-level priorities
 - Schools
 - Economic Development
 - Foundation for infrastructure
- Low level priorities
 - Administrative
 - Consolidation of services
 - Regulatory priorities
 - Maintain existing facilities (Public Safety Building, etc.)
 - Ensure necessary infrastructure is in place
 - Review Police & Fire

Other Topics Discussed

- Roads
 - Additional funding for repairs
 - Options for residents: community SAD; petition; Millage; etc
 - Repair focus: East Shore & North Territorial followed by Whitmore Lake Rd and Barker Rd; maintaining current roads that are in good condition
 - Create a "Roads Reserve"
- Land Acquisition
 - Lakeside park property
- Sewer Capacity/Storage tanks
 - Determine appropriate sewer connection fees
 - Determine costs for potential development infrastructure, sewer expansion, collection fees
- Investigate infrastructure needs (community water, sewer districts, roads, etc.) and options for paying for them
- Projects for DDA:
 - Set up a small business development planning group
 - Look into streetscape grants
 - Corridor development
 - Walkable downtown
- Fund Balance Priority list
- Create a development vision for the Township as a guide for the Planning Commission
- CIP
- Master Plan Survey
- Code Enforcement priorities
 - Allowance for temporary Front yard car sales
 - Follow up with Kurt on commercial sign inventory & violations
- Create overlay districts for Horseshoe Lake & Whitmore Lake to allow construction without variances

Sincerely,



Howard Fink, Township Manager