

**STATE OF MICHIGAN
COUNTY OF WASHTENAW
CHARTER TOWNSHIP OF PITTSFIELD**

**DEVELOPMENT AGREEMENT
FOR
TOWNES on THE GREEN**

THIS DEVELOPMENT AGREEMENT (“Agreement”) is by and between **ROBERTSON TOWNES ON THE GREEN, LLC**, a Michigan limited liability company, whose address is 6905 Telegraph Road, Suite 200, Bloomfield Hills, MI 48301 (“Developer”), and the **CHARTER TOWNSHIP OF PITTSFIELD**, a Michigan municipal corporation whose address is 6201 West Michigan Avenue, Ann Arbor, Michigan 48108 (the “Township”).

Recitals

- A. Developer is the owner and developer of a multi-family residential project, known as the Townes on the Green (“Development”) located in the Township at 2105, 2135 and 2155 Waters Road, and more particularly described on Exhibit A attached hereto (the “Property”).
- B. As part of both the application and approval process, Developer has offered and agreed to make the on-site and off-site improvements depicted on the Townes on the Green Final Site Plan dated May 18, 2022, which the Parties agree are necessary and roughly proportional to the burden imposed in order to (i) ensure that public services and facilities affected by the Development will be capable of accommodating increased service and facility loads caused by the Development, (ii) protect the natural environment and conserve natural resources, (iii) ensure compatibility with adjacent uses of land, (iv) promote use of the Property in a socially and economically desirable manner, and (v) achieve other legitimate objectives authorized under the Michigan Zoning Enabling Act, MCL 125.3301 *et seq.*
- C. Developer has submitted to the Township and the Township has reviewed and approved the Final Site Plan prepared by Developer’s engineer, Livingston Engineering, last revised May 18, 2022, and the engineering plans for the Project (collectively, the “**Final Site Plan**”).

- D. In accordance with Section 40-3.10 and Section 40-9.14 of the Township's Zoning Ordinance, the parties desire to enter into this Agreement for the purpose of confirming the rights and obligations in connection with the improvements, development, and other obligations to be undertaken on the Property, which Agreement shall be effective as of the date both parties execute this Agreement.

Agreement

As part of approval of the Final Site Plan, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **IT IS AGREED as follows:**

1. **Definitions.** As used in this Agreement, the following terms shall have the meanings set forth below.
 - (A) **"Commencement Date"** means the date that building permits are first issued for any phase of the Project.
 - (B) **"Developer"** means Robertson Townes on the Greens LLC, a Michigan limited liability company, its successors, and assigns.
 - (C) **"Development"** means all components of the Townes on the Green project as shown on the Final Site Plan, including the infrastructure and all required infrastructure construction on each phase.
 - (D) **"Final Site Plan"** means the Final Site Plan prepared by Developer's engineer, Livingston Engineering, last revised May 18, 2022, and all associated plans that have been reviewed and approved by the Pittsfield Township Planning Commission, including final engineering plans.
2. **Compliance with Applicable Laws.** All development, use, and improvement of the Property shall be subject to and in accordance with all applicable Township ordinances and county, state, and federal laws, and shall also be subject to and in accordance with this Agreement, the Final Site Plan, and all other approvals and permits required under applicable Township ordinances and county, state, and federal laws. All references in this Agreement to Township zoning ordinances shall be deemed to refer to the zoning ordinances in effect as of the date of this Agreement. The Development shall not be subject to any additional zoning requirements contained in any amendment or additions to the zoning ordinances that conflict with the provisions of this Agreement and the Final Site Plan, provided that all construction and development is completed in compliance with this Agreement and the Final Site Plan.
3. **Compliance with Conditions of Approval.** All development, use and improvement of the Property shall be in conformance with any and all conditions

of approval of the Planning Commission pertaining to the Development as reflected in the official resolutions and/or minutes of such approvals. It is specifically agreed that Final Site Plan approval is contingent upon the execution of and compliance with this Agreement.

4. **Permitted Development.** The Property shall be used, developed, and improved only in accordance with the following (collectively, the “Conditions of Approval”):
 - (A) The Final Site Plan.
 - (B) The Final Site Plan includes 64-residential dwelling units. The Final Site Plan was approved by the Township Planning Commission on June 16, 2022, and shall be maintained on file in the offices of the Township.
 - (C) The wetland permit granted on June 16, 2022. The wetland permit was granted based on the Wetland Mitigation Plan dated December 3, 2021, as developed by ASTI Environmental.
 - (D) The Planning Commission found that the Development met the required site plan standards for a development in the FB, Form Based District as set forth in Article 5 of the Zoning Ordinance.
 - (E) All applicable Township ordinances and design standards, except for those deviations which have been approved as part of the Final Site Plan approval.
 - (F) Any and all conditions of approval of the Township Board and Planning Commission pertaining to the Development as reflected in the resolutions adopted by the Planning Commission and Township Board, as set forth in the official minutes and in this Agreement.
 - (G) The construction plans for the Development as approved by the Township.
5. **Effect of Site Plan Development Approval.** Approval of the Final Site Plan constitutes the land use authorization for the Property, and all use and improvement of the Property shall be in conformity with the Final Site Plan, the Conditions of Approval, and this Agreement.
6. **Density, Land Use Area, Setbacks, Building Height, and other Regulations.** Within the Property, all buildings and site amenities shall be laid out, situated, and designed in accordance with the Conditions of Approval and as shown on the approved Final Site Plan.
7. **Wetland Permit**
 - (A) Developer shall comply with all requirements set forth in the Wetland Permit and consistent with the Wetland Mitigation Plan dated December 3,

2021, as developed by ASTI Environmental, and shown on the final site plan.

8. Water and Sanitary Sewer Systems.

- (A) Developer shall, at its sole expense, construct and install on-site and off-site improvements to and connections tying into the municipal water and sewage systems in accordance with and as set forth in detail with the Final Site Plan.
- (B) Developer shall dedicate all necessary easements and conveyances for, and shall post financial security relating to, the completion of construction and dedication of, all such water and sewer system improvements in accordance with and as set forth in this Agreement.

9. Storm Water Drainage.

- (A) Developer, at its sole expense, shall construct an on-site storm water drainage system, in accordance with the Final Site Plan, and all applicable ordinances, laws, codes, standards, and regulations, as well as the approved site plan for each phase and sub-phase.
- (B) Developer shall maintain the on-site storm water management system in accordance with the standard form of Storm Water Management and Maintenance Agreement and Plan (“Storm Water Agreement”), which is entered into between Developer and the Township, until such obligation is automatically transferred to the Townes on the Green Association as is provided for in the Storm Water Agreement.
- (C) No certificates of occupancy shall be issued for any phase or sub-phase in the Development prior to completion and approval of the primary on-site storm water drainage and detention system for the Development in accordance with the Storm Water Agreement.
- (D) Developer shall acquire necessary easements over adjoining properties to accommodate storm water management prior to construction of any components of the storm water system, if needed.
- (E) Notwithstanding any of the provisions of this Section 9 to the contrary, in the event that Developer enters into a so-called 433 Agreement for the Development with the Washtenaw County Water Resources Commissioner pursuant to Section 433 of Act No. 40 of the Public Acts of 1956, Developer: (i) shall not be required to enter into the Storm Water Agreement, (ii) shall construct the drainage facilities in accordance with such 433 Agreement and the Water Resources Commissioner’s applicable standards and specifications, (iii) once the drainage facilities for the

Development are accepted by the County Water Resources Commissioner, Developer and the Townes on the Green Association shall no longer have any maintenance responsibilities for such facilities, and (iv) no building permits shall be issued for any sub-phase of the Development prior to completion of the on-site storm water drainage system for such phase, in accordance with the 433 Agreement.

10. **Landscaping.** Internal landscaping and landscaping amenities on the Property shall be completed and maintained as shown and described in the landscape plans, details, and information that are part of the approved Final Site Plan, being sheets 24 L-1, 25 L-2, 26 L-3, 27 L-4, 28 L-5, 29 L-6, 30 L-7, and 31 L-8 prepared by Land Design Studio, which landscaping may be installed on a phased basis, consistent with the development of phases of the project.

11. **Lighting and Signs:**

- (A) Lighting on the Property shall be completed and maintained as shown and described in the lighting and photometrics plans that are part of the approved Final Site Plan, or as amended by Developer and approved by Township Staff.
- (B) Any future lighting not shown in the Final Site Plan shall comply with all applicable Township ordinances. All lighting components, including Kelvin ratings, require Township approval prior to installation. This provision may be enforced by the Township at any time.
- (C) Any future signage not shown in the Final Site Plan shall comply with all applicable Township ordinances and shall require Township approval prior to installation.

12. **Open Space and Natural Features.**

- (A) To ensure long-term preservation of open space and natural features within the Development, all open space and storm water drainage and detention areas and facilities shall be perpetually preserved, including the establishment of any conservation areas by way of a Conservation Easement, or by recorded Master Deed and Bylaws, all in such form as approved by the Township.

Developer and, for all times in the future, all future owners and Townes on the Green Association on behalf of the co-owners shall be required to maintain and preserve all of the aforementioned open space and common areas as protected open space, drainage courses, and natural preserves in accordance with the terms and provisions of all the aforementioned agreements, easements, and deed restrictions that have been or are to be recorded in connection with such areas within the Development.

Developer, and all of its successors in ownership of any portion or all of the Property, shall at all times comply with any permits issued by the Township, the Michigan Department of Environment, Great Lakes, and Energy (EGLE), and any other governmental unit relative to such areas located on the Property.

13. Tree Preservation, Protection and Mitigation

All tree preservation, protection, and mitigation on the Property shall be completed and maintained as shown and described in the tree preservation plan, details, and information that are part of the approved Final Site Plan.

14. Traffic and Pedestrian Circulation.

- (A) Developer shall design, situate, construct, maintain, and repair all roads, entranceways, drives, safety paths, walkways, and traffic circulation signage within and for the Development, at its sole expense, in accordance with as set forth in detail in the Permit Conditions and Final Site Plan and otherwise in accordance with all applicable statutes, ordinances, regulations, and approvals, or County right-of-way requirements, except that the maintenance of the private roads shall automatically transfer to the Townes on the Green Association as is set forth in Section 25 below and the public right-of-way in Waters Road shall be the responsibility of the Washtenaw County Road Commission.
- (B) Developer shall post financial security relating to the phased construction of drives, and parking lots within and for the Development, in accordance with and as set forth in detail in the Permit Conditions and this Agreement.

15. Construction Debris.

Developer shall regularly remove all discarded building-materials and rubbish as necessary during installation and construction of site improvements on said site.

16. Completion of Improvements; Financial Assurances.

- (A) All on-site and off-site improvements of the Development required in the Final Site Plan, including without limitation, all roads, drives, entranceways, parking lots, sanitary sewer service system, water service system, storm water drainage system, detention and retention facilities, gas and electric utilities, lighting, signage, landscaping, landscaping amenities, public safety path, internal private pedestrian walkways with related amenities and improvements, barrier or screening walls, sidewalks, retaining walls, soil erosion and sedimentation controls, and any other improvements within or for the Development shall be completely constructed and provided to all buildings and facilities within the Development as required and as set forth in the approved Final Site Plan,

any other approvals or permits granted by the Township, and all applicable ordinances, laws, standards, and regulations.

- (B) During the construction of the Development, Developer shall be obligated to maintain the above improvements and amenities, and as required by the Township's Performance Guarantees ordinance, Developer shall provide financial assurances satisfactory to the Township for completion, preservation, and maintenance of such improvements on a phase-by-phase basis such that, upon completion, each sub-phase will be capable of standing on its own in terms of the presence of services, facilities, and open space, and shall contain the necessary components to ensure the protection of natural resources and the health, safety, and welfare of the users of the Development.
- (C) Such financial assurances shall be in the form as set forth in Section 3.09, Performance Guarantees, of the Zoning Ordinance, which financial assurances may be utilized by the Township, at its option, to complete and maintain such improvements using the funds from the security posted by the Developer, in accordance with Section 16 of this Agreement if Developer has failed to complete and/or maintain the improvements within the time specified therein. If Developer proceeds with any sub-phase within the development of the Property, Developer shall be obligated to design and completely construct all of the improvements and amenities required for said sub-phase.
- (D) Upon completion of each building within the Development and the corresponding successful inspections, the Township shall issue a Certificate of Occupancy for such building(s). The Developer may request and receive a Certificate of Occupancy for a building or buildings within a sub-phase prior to completion of that sub-phase if 1) a majority of the work, especially that work essential for ensuring the health, safety and welfare of the residents within that sub-phase is completed, and the remaining sub-phase work is minor and incidental to the occupancy of that sub-phase, and 2) site conditions at that time preclude completion of the work in a timely manner (e.g. installing landscaping in the winter) and 3) if financial sureties of a sufficient amount to complete the uncompleted work are provided or remain in place with the Township.
- (E) Upon issuance of a Certificate of Occupancy for a building, and also upon completion and dedication of primary utility lines (storm, water, sanitary), the appropriate bond(s), letter(s) of credit or monies held in escrow by the Township shall be released to the Developer or issuing entity.
- (F) It is anticipated that construction will begin with the mass grading, storm sewer and detention system, water main and sanitary sewer, and wetland mitigation areas.

17. **Township Enforcement.** In the event there is a failure to timely perform any obligation or undertaking required under or in accordance with the Final Site Plan or this Agreement, the Township may serve written notice upon Developer and/or the owner of the portion of the Property with respect to which the obligation or undertaking is required (the “violating party”) setting forth such deficiencies and a demand that the deficiencies be cured within a stated reasonable time period, and if not cured, the date, time, and place for a hearing before the Township Board, or such other board, body, or official delegated by the Township Board, for the purpose of allowing the violating party an opportunity to be heard as to why the Township should not proceed with the correction of the deficiency or obligation which has not been undertaken or properly fulfilled. At any such hearing, the time for curing and the hearing itself may be extended and/or continued to a date certain at the discretion of the Township Board. The foregoing notice and hearing requirements shall not be necessary in the event the Township determines in its discretion that an emergency exists requiring immediate action. If, following the hearing described above, the Township Board, or such other board, body, or official designated to conduct the hearing, shall determine that the obligation has not been fulfilled or failure corrected within the time specified in the notice, or if an emergency circumstance exists as determined by the Township in its discretion, the Township shall thereupon have the power and authority, but not the obligation, to take any or all of the following actions, in addition to any actions authorized under Township ordinances and/or State laws:

- (A) Enter upon the Property or cause its agents or contractors to enter the Property and perform such obligation or take such corrective measures as reasonably found by the Township to be appropriate. The cost and expense of making and financing such actions by the Township, including notices by the Township and legal fees incurred by the Township, plus an administrative fee in an amount equivalent to twenty-five percent (25%) of the total of all such costs and expenses incurred, shall be paid by the violating party within thirty (30) days of a billing to the violating party. The payment obligation under this paragraph shall be secured by a lien against the phase or phases of the Property within which the deficiency exists, which lien shall be deemed effective as of the date of the initial written notice of deficiency provided to the violating party pursuant to this paragraph, or in emergency circumstances, the date at which the Township incurred its first cost or expense in taking corrective action. Such security shall be realized by placing a billing which has been unpaid by the violating party for more than thirty (30) days on the delinquent tax rolls of the Township relative to such portion of the Property, to accumulate interest and penalties, and to be deemed and collected, as and in the same manner as made and provided for collection of delinquent real property taxes. In the discretion of the Township, such costs and expenses may be collected by suit initiated against the violating party, and, in such event, the violating party shall pay all court costs and attorney fees incurred by the Township in connection with such suit if the Township prevails in collecting funds

thereby. This provision does not preclude the Township from exercising its rights under other sections of this Agreement.

- (B) Initiate legal action for the enforcement of any of the provisions, requirements, or obligations set forth in the Final Site Plan. Except in emergency circumstances, the violating party shall be provided notice of the deficiencies from the Township and shall be afforded an opportunity to timely correct. In the event the Township obtains any relief as a result of such litigation, the violating party shall pay all court costs and attorney fees incurred by the Township in connection with such suit.
- (C) The Township may issue a stop work order as to any or all aspects of the Development, may deny the issuance of any requested building permit or certificate of occupancy within any part or all of the Development regardless of whether the violating party is the named applicant for such permit or certificate of occupancy, and may suspend further inspections of any or all aspects of the Development.

18. **Delay in Enforcement; Severability.** Any failure or delay by the Township to enforce any provision herein contained shall in no event be deemed, construed, or relied upon as a waiver or estoppel of the right to eventually do so thereafter. Each provision and obligation contained herein shall be considered to be an independent and separate covenant and agreement, and in the event one or more of the provisions and/or obligations shall for any reason be held to be invalid or unenforceable by a court of competent jurisdiction, all remaining provisions and/or obligations shall nevertheless remain in full force and effect.

19. **Access to Property.** In all instances in which the Township utilizes the proceeds of a financial assurance given to ensure completion or maintenance of improvements, and at any time throughout the period of development and construction of any part of the Development, the Township and its contractors, representatives, consultants, and agents shall be permitted and are hereby granted authority to enter upon all or any portion of the Property for the purpose of inspecting and/or completing the respective improvements and for the purposes of inspecting for compliance with and enforcing the Site Plan Documents.

20. **Agreement Jointly Drafted.**

- (A) The Parties have negotiated the terms of this Agreement, the Final Site Plan, and Conditions of Approval which represent the product of the joint efforts and mutual agreements of the Parties. Developer fully accepts and agrees to the final terms, conditions, requirements, and obligations of the Final Site Plan and Conditions of Approval, and it shall not be permitted in the future to claim that the effect of the Final Site Plan or Conditions of Approval results in an unreasonable limitation upon uses of all or a portion of the Property, or claim that enforcement of the Final Site Plan or Conditions of

Approval causes an inverse condemnation, other condemnation or taking of all or any portion of the Property.

- (B) Furthermore, it is agreed that the improvements and undertakings described in the Final Site Plan and Conditions of Approval are necessary and roughly proportional to the burden imposed and are necessary in order to: (i) ensure that public services and facilities necessary for and affected by the Development will be capable of accommodating the development on the Property and the increased service and facility loads caused by the Development; (ii) protect the natural environment and conserve natural resources; (iii) ensure compatibility with adjacent uses of land; (iv) promote use of the Property in a socially, environmentally, and economically desirable manner; and (v) achieve other legitimate objectives authorized under the Michigan Zoning Enabling Act, MCL 125.3301 *et seq.*
- (C) It is further agreed and acknowledged hereby that all such improvements, both on-site and off-site, are clearly and substantially related to the burdens to be created by the development of the Property, and all such improvements without exception are clearly and substantially related to the Township's legitimate interests in protecting the public health, safety, and general welfare.
- (D) The Parties acknowledge and agree that such improvements, both on-site and off-site, have been found to be necessary and constitute a recognizable and material benefit to the ultimate users of the Development and to the community, which benefit would otherwise be unlikely to be achieved without the Development and is an important component of the Development upon which the Township relied in its consideration and approval of the Development.

21. **Ambiguities and Inconsistencies.** Where there is a question with regard to applicable regulations for a particular aspect of the Development, or with regard to clarification, interpretation, or definition of terms or regulations, and there are no apparent express provisions of the Final Site Plan and Conditions of Approval which apply, the Township, in the reasonable exercise of its discretion, shall determine whether the regulations of the Township's Zoning Ordinance, as that Ordinance may have been amended, or other Township Ordinances shall be applicable provided such determination is not inconsistent with the nature and intent of the Final Site Plan and Conditions of Approval. Whenever possible under the laws of the State and ordinances of the Township, the approval of the Final Site Plan shall be determined to be a reasonable and minor waiver or modification to the applicable Township regulation or Ordinance, so that the particular aspect of the Development that is in question shall be deemed acceptable. In the event of a conflict or inconsistency between two or more provisions of the Final Site Plan and Conditions of Approval, the more restrictive provision, as determined in the reasonable discretion of the Township, shall apply. In addition, if there is a conflict or inconsistency between this Agreement, the Final Site Plan and Conditions of

Approval and applicable Township ordinances, this Agreement, the Final Site Plan and Conditions of Approval shall apply. In no event shall the Township applying the more restrictive provision result in loss of Development density, impair the operations of the Development, or otherwise negate the general intent of the Developer and the acceptance of the Planning Commission demonstrated by their approval of the Final Site Plan.

22. **Warranty of Ownership.** Developer hereby warrants that it is the owner of the Property and that Developer has all requisite authority to develop the Property and to enter into and perform its obligations under this Agreement.
23. **Running with the Land; Governing Law.** This Development Agreement shall run with the land constituting the Property and shall be binding upon and inure to the benefit of the Parties and all of their respective heirs, successors, assigns, and transferees. This Agreement shall be recorded by any of the Parties following the execution of this Agreement. This Development Agreement shall be interpreted and construed in accordance with Michigan law and shall be subject to enforcement only in Michigan courts. The parties understand and agree that this Development Agreement is consistent with the intent and provisions of the Michigan and U.S. Constitutions and all applicable law.
24. **Assignment.** Developer may not assign its rights under this Agreement without the prior written agreement of the Township, which shall not be unreasonably withheld. No assignment shall be effective unless all financial assurances for the Development or applicable sub-phase have been posted with the Township and the assignee has agreed to be fully bound to each and every term hereof including but not limited to, the financial assurances required by Paragraph 14 of this Agreement and Section 3.09 of the Pittsfield Charter Township Zoning Ordinance. Notwithstanding the foregoing, Developer may collaterally assign its rights under this Agreement to a mortgagee that provides construction financing for the Project, without requiring the consent of the Township.
25. **Association.** The Developer shall have the responsibility to establish a condominium association for the Development. The Master Deeds and Bylaws for the condominium shall set forth a reference to this Agreement; prescribe the responsibilities of the condominium association; and, provide a feasible method of funding maintenance activities, such as annual dues and/or assessments.

The Developer shall be responsible initially for the maintenance obligations provide in this Agreement which have not been assumed by the Township or other governmental agency, until the date of transitional control of the association at which time the maintenance responsibilities set forth in this Agreement shall automatically transfer to the association. Following the transfer of such maintenance responsibilities to the association, the Developer shall have no further maintenance obligations under this Agreement.

26. **Recording.** This Agreement may be recorded with the Washtenaw County Register of Deeds. If this Agreement is not recorded in its entirety, an Affidavit may be recorded, upon approval by the Township Attorney, containing the legal description of the entire project, specifying the dates of approval and all amendments of the Final Site Plan, and declaring that all future development of the Property has been authorized, restricted, and required to be carried out only in accordance with the Final Site Plan and this Agreement.
27. **Amendments and Modifications.** The provisions of this Agreement may be amended or modified, but only with the prior written consent of the Township and the Developer. Any amendment or modification to this agreement shall be recorded in the Washtenaw County Records. Any portion of this instrument not otherwise amended or modified, shall remain in full effect.
28. **Estoppels.** Upon request by Developer, its mortgagee or any successor in title, the Township shall confirm in writing that, to the knowledge of the Township, Developer is not in breach of its obligations under this Agreement (or if there is a known breach, specifying the nature of such breach) and this Agreement remains in full force and effect.

THIS DEVELOPMENT AGREEMENT was executed by the respective Parties on the date specified with the notarization of their signatures and shall be considered to be dated on August ____, 2022, and shall take effect immediately.

[Intentionally blank. Signatures commence on next page.]

Developer:

ROBERTSON TOWNES ON THE GREEN, LLC, a Michigan
limited liability company

By: Robertson Brothers Co.
a Michigan corporation, Manger

By: _____
James V. Clarke

Its: President

STATE OF MICHIGAN)
) ss.
COUNTY OF _____)

Subscribed and sworn to before me this _____ day of August 2022 by James V. Clarke
president of Robertson Brothers Co., a Michigan corporation, Manager of Robertson Townes on
the Green, LLC, a Michigan limited liability company, on behalf of said corporation and company.

Notary Public
_____ County, Michigan
My Commission Expires: _____

[Intentionally blank. Signatures continued on next page.]

Township:

CHARTER TOWNSHIP OF PITTSFIELD,
a Michigan municipal corporation

By: _____
Mandy Grewal, Supervisor

By: _____
Michelle L. Anzaldi, Clerk

STATE OF MICHIGAN)
) ss.
COUNTY OF WASHTENAW)

Subscribed and sworn to before me this _____ day of August 2022 by Mandy Grewal, Supervisor, and Michelle L. Anzaldi, Clerk of the Charter Township of Pittsfield, a Michigan municipal corporation.

Notary Public
_____ County, Michigan
My Commission Expires: _____

Prepared by (for purposes of recording only):

James A. Fink
Fink & Fink, PLLC
320 N. Main St., Ste. 420
Ann Arbor, MI 48104

When Recorded, Return to:

Clerk of the Charter Township of Pittsfield
6201 West Michigan Avenue
Ann Arbor, Michigan 48108

EXHIBIT A
Legal Description

Land in the Township of Pittsfield, Washtenaw County, MI, described as follows:

PARCEL 1:

Part of the Northwest 1/4 of Section 7, Town 3 South, Range 6 East, Pittsfield Township, Washtenaw County, Michigan, being more particularly described as follows: Commencing at the North 1/4 corner of said Section 7; thence along the North line of said Section 7, Due West, 941.99 feet (previously recorded as 941.95 feet) to the Point of Beginning of the parcel to be described; thence South 00 degrees 17 minutes 56 seconds West, 593.95 feet (previously recorded as 594.00 feet); thence South 89 degrees 59 minutes 34 seconds West, 153.33 feet (previously recorded as 153.50 feet); thence North 00 degrees 17 minutes 51 seconds East, 593.97 feet (previously recorded as 594.00 feet) to a point on the North line of said Section 7; thence along the North line of said Section 7, Due East, 153.35 feet (previously recorded as 153.50 feet) to the Point of Beginning.

PARCEL 2:

Part of the Northwest 1/4 of Section 7, Town 3 South, Range 6 East, Pittsfield Township, Washtenaw County, Michigan, being more particularly described as follows: Commencing at the North 1/4 corner of said Section 7; thence along the North line of said Section 7, Due West, 1095.34 feet to the Point of Beginning of the parcel to be described; thence South 00 degrees 17 minutes 51 seconds West, 593.97 feet (previously recorded as 594.00 feet); thence South 89 degrees 59 minutes 34 seconds West, 148.34 feet (previously recorded as 148.50 feet); thence North 00 degrees 17 minutes 02 seconds East, 593.99 feet (previously recorded as 594.00 feet) to a point in the North line of said Section 7; thence along the North line of said Section 7, Due East, 148.48 feet (previously recorded as 148.50 feet) to the Point of Beginning.

PARCEL 3:

Part of the Northwest 1/4 of Section 7, Town 3 South, Range 6 East, Pittsfield Township, Washtenaw County, Michigan, being more particularly described as follows: Commencing at the North 1/4 corner of said Section 7; thence along the North line of said Section 7, Due West, 1243.82 feet to the Point of Beginning of the parcel to be described; thence South 00 degrees 17 minutes 02 seconds West, 593.99 feet (previously recorded as 594.00 feet); thence South 89 degrees 59 minutes 34 seconds West, 148.59 feet (previously recorded as 148.50 feet); thence North 00 degrees 18 minutes 05 seconds East 594.01 feet (previously recorded as 594.00 feet) to a point on the North line of said Section 7; thence along the North line of said Section 7, Due East, 148.41 feet (previously recorded as 148.50 feet) to the Point of Beginning.