AGENDA

Regular Meeting
Tuesday, November 21, 2017
7:00 p.m.

1. Call to Order
2. The Pledge to the Flag
3. Roll Call of the Board
4. Approval of the Agenda

5. ZBA Case 09-2017, Parcel # 4716-08-100-022, Located at 7202 Whitmore Lake Road, Brighton MI 48116. Request a variance from Sec. 38-409. Billboards; Setback to allow for a Billboard to be closer than the required 1000 feet from any residentially used or zoned property.
   a. Applicant’s Presentation of the Case – maximum of ten minutes
   b. Board members may question the Applicant
   c. Open Public Hearing – a maximum of three minutes shall be allotted to individuals, and a maximum of five minutes to a group representative
   d. Close Public Hearing
   e. Rebuttal by Applicant – a maximum of two minutes allotted
   f. Decision of the ZBA

   a. Applicant’s Presentation of the Case – maximum of ten minutes
   b. Board members may question the Applicant
   c. Open Public Hearing – a maximum of three minutes shall be allotted to individuals, and a maximum of five minutes to a group representative
   d. Close Public Hearing
   e. Rebuttal by Applicant – a maximum of two minutes allotted
   f. Decision of the ZBA

6. New Business
7. Old Business
8. Approval of September 19, 2017 Meeting Minutes
9. Correspondence
10. Call to the Public – maximum of three minutes shall be allotted to individuals, and a maximum of five minutes to a group representative
11. Adjournment

November 13, 2017

GREEN OAK CHARTER TOWNSHIP
Planning and Zoning Department
Zoning Board of Appeals

Joe Weinburger, Chairperson
Sarah Pearsall, Vice Chairperson
Wendy Hoover, Secretary

Deborah Yu, Member

10001 Silver Lake Road, Brighton, Michigan 48116-8361 (810) 231-1333 Fax (810) 231-5080
VARIANCE ANALYSIS
For
Green Oak Township, Michigan

| Applicant:         | Crossroads Outdoor LLC  
|                   | 724 Abbot Road  
|                   | East Lansing, Mi 48823  
| Location:         | 7202 Whitmore Lake Road  
| Property I.D. #:  | 4716-08-100-022  
| Zoning district:  | LI - Limited Industrial  
| Action Requested: | Variance  

**PROJECT AND SITE DESCRIPTION**

The applicant has applied for a permit to install a 25 foot tall, 672 square foot, LED electronic messaging sign (billboard) along the frontage of Whitmore Lake Road. The subject property is an undeveloped parcel within a LI- Limited Industrial district. The subject property is approximately 10 acres in size with 315 feet of frontage along Whitmore Lake Road. The property meets the minimum requirements for development. The parcel currently shares an address with the developed parcel immediately to the south. The property is owned by Barton-Clausnitzer, LLC., who owns both of the developed parcels south of the subject property along Whitmore Lake Road.

A billboard is permitted in a LI district along the US-23 right-or-way. The proposed sign meets the size, height, and setback requirements for a billboard except it does not meet the 1,000 foot setback requirement from a residential use or district. The proposed sign is located approximately 630 feet from a parcel used for residential purposes. Because the applicant is proposing a digital billboard the sign would be required to meet all other applicable standards from Section 38-409. (g) of the Zoning Ordinance.
VARIANCE REQUESTED

The applicant is requesting a variance from Section 38-409.(c) which states that No billboard shall be located within one thousand (1,000) feet of any residentially used or zoned property. The proposed sign is within approximately 630 feet of a parcel of land currently used for a single-family residence. The residentially used property is in a Local Business Zoning District, but the Township’s Master Plan calls for this property to be Subdivision Density Residential in the Future Land Use Plan.

VARIANCE CONSIDERATIONS

The Zoning Board of Appeals shall have the authority to authorize site variation or modification of the provisions of the Zoning Ordinance, with such conditions and safeguards as it may determine, as may be in harmony with the spirit of this Zoning Ordinance, and so that public safety and welfare will be secured and substantial justice done, where, owing to special conditions, a literal enforcement of the provisions of the Zoning Ordinance would involve practical difficulties or unnecessary hardship.

VARIANCE CONSIDERATIONS

According to the Zoning Ordinance, no such variance or modification of the provisions of the Zoning Ordinance shall be granted unless it appears that, at a minimum, all the facts and conditions listed in
Section 38-95. of the Zoning Ordinance exist. We have provided suggested findings after to each of the considerations below.

a. *There are exceptional or extraordinary circumstances or conditions applicable to the property involved that do not apply generally to other properties in the same district or zone.*

The property is an existing parcel of record located in a LI – Limited Industrial Zoning District. This property meets the minimum size requirements for development in the LI district. Other immediately adjacent properties in the same district with the same or similar dimensions have been developed for permitted uses in the LI district.

b. *Such variance is necessary for the preservation and enjoyment of a substantial property right possessed by other property in the same zone and vicinity. The possibility of increased financial return shall not of itself be deemed sufficient to warrant a variance.*

While the proposed location for a billboard on the subject property does not meet the necessary setback requirements due to the proximity to a residential property, there are numerous uses permitted by right for which the property that could be developed listed in Section 38-135. (10) of the Zoning Ordinance. The fact that a billboard would not be permitted in the proposed location does not deprive the property owner the rights to develop and realize the benefit of their land.

c. *The granting of such variance or modification will not be materially detrimental to the public welfare or materially injurious to the property or improvements in such zone or district in which the property is located.*

Granting of a variance to allow for the installation of a billboard would not be detrimental to the public welfare or materially injurious to the property in the zone in which the subject property is located. However, the variance being requested relates to the proximity of a billboard to residentially use land uses in another district. The setback requirement from residential land uses for billboards was established to protect the welfare of residential uses. Therefore, the granting of a variance to the established required distance to a residentially used property would be detrimental.

d. *The granting of such variance will not adversely affect the purpose or objectives of the Master Plan of the Township.*

The established setback distance is intended to protect residential property from nuisance associated with light pollution from billboards. The residential property within the 1,000 foot setback is currently zoned local Business, however, the parcel of land is planned for Suburban Density Residential in the Township Master Plan. The parcel is 8.97 acres and could be developed in the future for up to 17 single-family residential homes.

e. *The condition or situation of the specific piece of property, or the intended use of such property, for which the variance is sought is not of so a general or recurrent a nature.*
Billboards are only permitted in the LI - Light Industrial district and the GI General Industrial District abutting the right-of-way of M-36 between Whitmore Lake Road and Leman Road or US-23.

f. The practical difficulty causing the need for the variance request was not self-created by the applicant.

The request for a variance on this site is not based on practical difficulty, therefore this consideration does not apply.

RECOMMENDATIONS

We recommend that the Zoning Board evaluate the applicant’s requests based on the considerations in Section 38-95. of the Zoning Ordinance, listed above. If the Zoning Board cannot find in favor of the applicant for each of the consideration listed in the Zoning Ordinance the Board should deny the request.

CARLISLE/WORTMAN ASSOC., INC.
Paul Montagno, AICP
Planner

# 175-1708

cc: Mark St. Charles, Supervisor
Debra McKenzie, Planning & Zoning Administrator
John Enos, Principle
Applicant: Crossroads Outdoor LLC  
Date: August 22, 2017  
Address: 7202 Whitmore Lake Rd., Brighton MI 48116  
Permit Request: Billboard sign  
Parcel #: 4716-08-100-023

### Sec. 38-409. Billboards.

<table>
<thead>
<tr>
<th>Required</th>
<th>Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Zoning District</strong></td>
<td>Light Industrial and General Industrial abutting the M-36 or US-23 rights-of-way</td>
</tr>
<tr>
<td><strong>Sign Area</strong></td>
<td>The total sign area shall not exceed 672 square feet</td>
</tr>
<tr>
<td><strong>Setback</strong></td>
<td><em>Setback.</em> No billboard shall project over public property. No billboard shall be located closer than twenty-five (25) feet to any property line. <strong>No billboard shall be located within one thousand (1,000) feet of any residentially used or zoned property.</strong> Billboards shall be set back a minimum of twenty-five (25) feet from any other structure on or off the same premise upon which the billboard is located.</td>
</tr>
<tr>
<td><strong>Billboard Spacing</strong></td>
<td><em>Distance from other signs.</em> Billboards shall be spaced no closer than one thousand five hundred (1,500) feet from another billboard.</td>
</tr>
</tbody>
</table>

**Interchange Distance** - A sign structure shall not be permitted adjacent to or within five hundred (500) feet of an interchange, an intersection at grade, or any highway pull off including MDOT facilities. The five hundred (500) feet shall be measured from the point of beginning or ending of pavement widening at the exit from or entrance to the main traveled way.

**Sign Height** - The top of any billboard, including the structure and the display area, shall not be higher than twenty-five 25ft.
(25) feet above average preexisting normal grade at any point beneath the sign.

**Illumination.** A billboard may be either externally or internally illuminated subject to section 38-405 (b), or may utilize digital technology subject to the following:

1. A billboard shall not display light of such intensity or brilliance to cause glare, impair the vision of an ordinary driver, or constitute a nuisance. In order to reduce glare, no design shall have a white or near white background.

2. The digital billboard sign shall operate at a brightness level not to exceed 6000 cd/m² (candels per square meter) between sunrise and sunset, and a maximum brightness of 300 cd/m² between sunset and sunrise. Sunrise and sunset times shall be determined according to the National Institute of Standards and Technology (NIST"http://www.nist.gov"). In addition to the above maximum day/night brightness thresholds, the digital billboard sign shall be equipped with ambient light sensors that automatically adjust the brightness levels to no more than 0.3 foot candles above ambient light conditions.

3. Sign Owner shall provide written certification from the sign manufacturer or company furnishing the sign display system, that the above requirements have been pre-set at the factory or other facility. The sign owner shall separately certify that the above requirements setting will not be adjusted.

4. The brightness of the sign shall be measured by a certified individual, other than the Sign Owner or an employee of the Sign Owner, who is qualified to make such measurement using a handheld luminance meter e.g., "nit gun." The required operation/level of ambient light sensors shall be measured using a handheld illuminance meter. The timing for each message change shall be verified by use of a stop watch, video camera or other appropriate measuring device. The Sign Owner shall certify in writing to the Township Planning and Zoning Administrator before final construction inspection, and twice annually from the Sign Owner's initial certification date thereafter, that the sign has been field tested by a certified individual, other than the Sign Owner or employee of the Sign
Owner, and the sign is operating in compliance with the requirements in this section. The cost of all certification shall be the responsibility of the Sign Owner.

(5) The digital billboard sign display system shall be configured with a self-diagnostics program that will notify the Sign Owner's technical support team in the event of a malfunction of the sign. In the event of a display failure resulting in a flashing or intermittent light change, or a failure resulting in the display exceeding the brightness level or image dwell standard stated in subsection (f)(2) above, the display shall be automatically shut-off or steps shall be taken immediately by the Sign Owner's technical support team to shut-off the sign remotely. Additionally, should more than one individual display panel comprising the total sign display area not function as engineered, the display shall be immediately shut-off remotely.

(6) All displayed images must be static.

(7) No flashing, animation, scrolling, blinking, or intermittent lights, or lights with changing colors or levels of light intensity shall be permitted.

(8) The use of video on signs is expressly prohibited.

(9) The transition time between images shall be instantaneous (less than one second), with no transition effects between images.

(10) The minimum dwell time (time an image is displayed) of each and any image will be exactly 9 seconds. Emergency messages may exceed this dwell time if deemed appropriate.

(11) Sequential images or messages (e.g. back-to-back, 9 second images that form one continual advertisement), are prohibited.

(12) The digital billboard screen shall be allowed to operate 24 hours per day, seven days per week, unless a malfunction occurs.

**Construction**

**Construction.** A billboard shall be self-supported and pole-mounted. The materials used for the construction of the billboard structure will be metal, stone, brick or similar materials. The support structures for billboards shall be covered in brick or stone substantially similar to the example in figure 409-1.
Maintenance Bond  | Township Board required to set bond amount
---|---
**Guarantee.** Prior to the issuance of a sign permit for construction of a billboard, a performance guarantee in the form of cash or an automatically renewing irrevocable letter of credit in an amount established by the Township shall be deposited with the Township to guaranty completion of the project and cost for sign removal should its removal be required in the future. The amount of the guaranty shall be reduced in proportion to the amount of project work completed provided the amount of guarantee remaining shall not be less than an amount equal to the cost to remove the sign, related ground structure and landscape should the sign be abandoned or fall into a state of disrepair. Should it be found that the guarantee is insufficient to cover said cost, any additional cost will be assessed to the property owner and become a lean on the property if not paid.

**Landscaping.**

*a Landscaping.* A landscape plan shall be submitted in conjunction with the sign permit application for a billboard. A landscape buffer a minimum of 15 feet wide shall be provided at the base of all billboards. Such landscaped area should be enhanced with a decretive wall. Trees and shrubbery, including evergreen and flowering trees, of sufficient size and quantity shall be used to achieve the effect of making the base of the structure blend with the surroundings. The proposed landscaping plan shall be substantially similar to the example in figure 409-1. An irrigation system shall be installed for the landscaping area.

Plan provided landscaping

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**Application does not meet zoning compliance**

Sec. 38-94. Appeals.

(a) An appeal may be taken to the ZBA by any person, firm or corporation, or any officer, department, board or bureau affected by a decision of any body charged with enforcement of this chapter or of an administrative official of the department of building and zoning concerning the administering and enforcing of the provisions of this chapter. Such appeal shall be taken within such time as prescribed by the ZBA by general rule, but in no event later than 30 days after the date of the decision from which the appeal is taken, by filing with the building administrator and the ZBA a notice of appeal, specifying the grounds thereof. The building administrator shall forthwith transmit to the ZBA all of the papers constituting the record upon which the action appealed from was taken.
(b) An appeal shall stay all proceedings in furtherance of the action appealed from, unless the building administrator certifies to the ZBA after the notice of appeal has been filed with him that, by reason of facts stated in the certificate, a stay would, in his opinion, cause imminent peril to life or property, in which case, the proceedings shall not be stayed other than by a restraining order which may be granted by the ZBA or the circuit court, on application and due cause shown.

(c) The ZBA shall select a reasonable time and place for the hearing of the appeal and give notice thereof to the parties, and shall render a decision on the appeal without unreasonable delay. The ZBA shall state the grounds of each determination. Any person may appear and testify at the hearing, either in person or by duly authorized agent or attorney.
(Ord. eff. 1-31-1993, § 11.4; Ord. eff. 7-18-1998)
State law references: Appeals, MCL 125.290.

Do not hesitate to call if you have any questions.

Debra McKenzie,
Zoning Administrator,
810 231-1333 ext. 104
# Green Oak Charter Township

**10001 SILVER LAKE ROAD**  
**BRITTON MI 48116**  
**OFFICE: 810-231-1333**  
**FAX: 810-231-5090**  
**Application for Building Permit**

**GREEN OAK CHARTER TOWNSHIP**  
**BUILDING DEPARTMENT**

Applicant to Complete All Items in Sections I, II, III, IV, V and VI  
Note: Separate Applications Must Be Completed for Plumbing, Mechanical, and Electrical Work Permits

## I. PROJECT INFORMATION

<table>
<thead>
<tr>
<th>PROJECT NAME</th>
<th>ADDRESS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sign</td>
<td>7202 Whitmore Lake Rd.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>TOWNSHIP</th>
<th>PARCEL ID #</th>
<th>LOT #/SUBDIVISION</th>
<th>COUNTY</th>
<th>ZIP CODE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Green Oak Charter Township</td>
<td>16-08-100-023</td>
<td></td>
<td>Livingston</td>
<td>48116</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>BETWEEN</th>
<th>AND</th>
<th>ZONING</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maltby Rd.</td>
<td>Baytes Dr.</td>
<td>L1 (Light Industrial)</td>
</tr>
</tbody>
</table>

## II. IDENTIFICATION

### A. OWNER OR LESSEE

<table>
<thead>
<tr>
<th>NAME</th>
<th>ADDRESS</th>
<th>CITY</th>
<th>STATE</th>
<th>ZIP CODE</th>
<th>TELEPHONE NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td>Crossroads Outdoor LLC</td>
<td>724 Abbot Rd</td>
<td>East Lansing</td>
<td>MI</td>
<td>48823</td>
<td>727.415.4332</td>
</tr>
</tbody>
</table>

### B. ARCHITECT OR ENGINEER

<table>
<thead>
<tr>
<th>NAME</th>
<th>ADDRESS</th>
<th>CITY</th>
<th>STATE</th>
<th>ZIP CODE</th>
<th>TELEPHONE NUMBER</th>
<th>LICENSE NUMBER</th>
<th>EXPIRATION DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>GRC Engineering</td>
<td>5544 W. 147th St</td>
<td>Oak Forest</td>
<td>IL</td>
<td>60452</td>
<td>708.489.0400</td>
<td>21192</td>
<td>10/31/2018</td>
</tr>
</tbody>
</table>

### C. CONTRACTOR

<table>
<thead>
<tr>
<th>NAME</th>
<th>ADDRESS</th>
<th>CITY</th>
<th>STATE</th>
<th>ZIP CODE</th>
<th>TELEPHONE NUMBER</th>
<th>LICENSE NUMBER</th>
<th>EXPIRATION DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Higgins Electric Sign Co.</td>
<td>4100 A Hunsaker St.</td>
<td>East Lansing</td>
<td>MI</td>
<td>48823</td>
<td>724-650-2927</td>
<td>5306160</td>
<td>12/31/17</td>
</tr>
</tbody>
</table>

**FEDERAL EMPLOYER ID NUMBER OR REASON FOR EXEMPTION:** 38-3606527  
**WORKERS COMP INSURANCE CARRIER OR REASON FOR EXEMPTION:** Farm Bureau  
**MESC EMPLOYER NUMBER OR REASON FOR EXEMPTION:** 141-0400

## III. TYPE OF IMPROVEMENT AND PLAN REVIEW

### A. TYPE OF IMPROVEMENT

- **Sign**

<table>
<thead>
<tr>
<th>NEW BUILDING</th>
<th>ALTERATION</th>
<th>DEMOLITION</th>
<th>FOUNDATION ONLY</th>
<th>RELOCATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. <strong>X</strong></td>
<td>3.</td>
<td>5.</td>
<td>7.</td>
<td>9.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ADDITION</th>
<th>REPAIR</th>
<th>MOBILE HOME SET-UP</th>
<th>PREMANUFACTURE</th>
<th>SPECIAL INSPECTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.</td>
<td>4.</td>
<td>6.</td>
<td>8.</td>
<td>10.</td>
</tr>
</tbody>
</table>

### B. PLAN REVIEW REQUIRED

Plans must be submitted with an Application for Plan Examination and the appropriate fee before a permit can be issued, except as listed below. Plans are not required for alterations and repair work determined by the building official to be of a minor nature. Plans and specifications are required for all other building types and shall be prepared by or under the direct supervision of an architect or engineer licensed pursuant to 1980 PA 299 and shall bear that architect's or engineer's seal and signature.

Plan Review Submission No. J0PA17-0206

***Incomplete applications will not be processed***
### IV. PROPOSED USE OF BUILDING

<table>
<thead>
<tr>
<th>A. RESIDENTIAL</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1. ☐ ONE FAMILY</td>
<td>3. ☐ HOTEL, MOTEL, NO. OF UNITS</td>
</tr>
<tr>
<td>2. ☐ TWO OR MORE FAMILY NO. OF UNITS</td>
<td>4. ☐ ATTACHED GARAGE</td>
</tr>
<tr>
<td>5. ☐ DETACHED GARAGE</td>
<td>6. ☐ OTHER</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>B. NON-RESIDENTIAL</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>7. ☐ AMUSEMENT</td>
<td>11. ☐ SERVICE STATION</td>
</tr>
<tr>
<td>8. ☐ CHURCH, RELIGION</td>
<td>12. ☐ HOSPITAL, INSTITUTIONAL</td>
</tr>
<tr>
<td>9. ☐ INDUSTRIAL</td>
<td>13. ☐ OFFICE, BANK, PROFESSIONAL</td>
</tr>
<tr>
<td>10. ☐ PARKING GARAGE</td>
<td>14. ☐ PUBLIC UTILITY</td>
</tr>
<tr>
<td>15. ☐ SCHOOL, LIBRARY, EDUCATIONAL</td>
<td></td>
</tr>
<tr>
<td>16. ☐ STORE, MERCANTILE</td>
<td></td>
</tr>
<tr>
<td>17. ☐ TANKS, TOWERS</td>
<td></td>
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<tr>
<td>18. ☒ OTHER</td>
<td></td>
</tr>
</tbody>
</table>

**COMPLETE DESCRIPTION OF PROJECT:** RESIDENTIAL AND NONRESIDENTIAL-DISCRIBE IN DETAIL PROPOSED BUILDING IF RESIDENTIAL OR FOR NON-RESIDENTIAL USE OF BUILDING, E.G. FOOD PROCESSING PLANT, MACHINE SHOP, LAUNDRY BUILDING AT HOSPITAL, ELEMENTARY SCHOOL, SECONDARY SCHOOL, COLLEGE, PAROCHIAL SCHOOL, PARKING GARAGE FOR DEPARTMENT STORE, RENTAL OFFICE BUILDING, OFFICE BUILDING AT INDUSTRIAL PLANT. IF USE OF EXISTING BUILDING IS BEING CHANGED, ENTER PROPOSED USE.

Digital LED advertising sign - 14'x48' - Built to specifications in code including 25' max height, stone and masonry to cover steel structure, landscaping around sign.

### V. SELECTED CHARACTERISTICS OF BUILDING

<table>
<thead>
<tr>
<th>A. PRINCIPAL TYPE OF FRAME</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1. ☒ Masonry, Wall Bearing</td>
<td>2. ☐ Wood Frame</td>
</tr>
<tr>
<td>3. ☒ Structural Steel</td>
<td>4. ☐ Reinforced Concrete</td>
</tr>
<tr>
<td>5. ☐ Other</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>B. PRINCIPAL TYPE OF HEATING FUEL</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>6. ☐ Gas</td>
<td>7. ☐ Oil</td>
</tr>
<tr>
<td>8. ☐ Electricity</td>
<td>9. ☐ Coal</td>
</tr>
<tr>
<td>10. ☐ Other</td>
<td></td>
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<table>
<thead>
<tr>
<th>C. TYPE OF SEWAGE DISPOSAL</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>11. ☐ Public or Private Company</td>
<td>12. ☐ Septic System</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>D. TYPE OF WATER SUPPLY</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>13. ☐ Public or Private Company</td>
<td>14. ☐ Private Well or Cistern</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>E. TYPE OF MECHANICAL</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>15. WILL THERE BE AIR CONDITIONING?</td>
<td>☐ YES</td>
</tr>
<tr>
<td>16a. WILL THERE BE A FIREPLACE?</td>
<td>☐ YES</td>
</tr>
<tr>
<td>16. WILL THERE BE FIRE SUPPRESSION?</td>
<td>☒ NO</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>F. DIMENSIONS/DATA</th>
<th>SEE ATTACHED SITE PLAN FOR ___________ DIMENSIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td>17. NUMBER OF STORIES</td>
<td>na</td>
</tr>
<tr>
<td>18. USE GROUP</td>
<td>sign</td>
</tr>
<tr>
<td>19. CONST. TYPE</td>
<td>na</td>
</tr>
<tr>
<td>20. NO. OF OCCUPANTS</td>
<td>na</td>
</tr>
<tr>
<td>NUMBER OF FIREPLACES</td>
<td>na</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>21. DIMENSIONS:</th>
<th>WIDTH</th>
<th>LENGTH</th>
<th>HEIGHT</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. BASEMENT</td>
<td>EXISTING SF</td>
<td>ALTERATIONS SF</td>
<td>NEW SF</td>
</tr>
<tr>
<td>b. 1st FLOOR</td>
<td>SF</td>
<td>SF</td>
<td>SF</td>
</tr>
<tr>
<td>c. 2nd FLOOR</td>
<td>SF</td>
<td>SF</td>
<td>SF</td>
</tr>
<tr>
<td>d. 3rd FLOOR</td>
<td>SF</td>
<td>SF</td>
<td>SF</td>
</tr>
<tr>
<td>e. GARAGE</td>
<td>TOTAL AREA SF</td>
<td>SF</td>
<td>SF</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>G. NUMBER OF OFF STREET PARKING SPACES</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>22. ENCLOSED</td>
<td>na</td>
</tr>
<tr>
<td>23. OUTDOORS</td>
<td>na</td>
</tr>
</tbody>
</table>
VI. APPLICANT INFORMATION

APPLICANT IS RESPONSIBLE FOR THE PAYMENT OF ALL FEES AND CHARGES APPLICABLE TO THIS APPLICATION AND MUST PROVIDE THE FOLLOWING INFORMATION.

<table>
<thead>
<tr>
<th>NAME</th>
<th>Contact: Tony Lockridge</th>
<th>TELEPHONE NO.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Crossroads Outdoor, LLC</td>
<td></td>
<td>727.415.4332</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ADDRESS</th>
<th>CITY</th>
<th>STATE</th>
<th>ZIP CODE</th>
</tr>
</thead>
<tbody>
<tr>
<td>724 Abbot Road</td>
<td>East Lansing</td>
<td>MI</td>
<td>48823</td>
</tr>
</tbody>
</table>

| FEDERAL ID. NUMBER | 32-0373190 |

I HEREBY CERTIFY THAT THE PROPOSED WORK IS AUTHORIZED BY THE OWNER OF RECORD AND THAT I HAVE BEEN AUTHORIZED BY THE OWNER TO MAKE THIS APPLICATION AS HIS/HER AUTHORIZED AGENT, AND WE AGREE TO CONFORM TO ALL APPLICABLE LAWS OF THE STATE OF MICHIGAN. ALL INFORMATION SUBMITTED ON THIS APPLICATION IS ACCURATE TO THE BEST OF MY KNOWLEDGE.

Section 23a of the state construction code act of 1972, 1972 PA 230, MCL 125.1623A, prohibits a person from conspiring to circumvent the licensing requirements of this state relating to persons who are to perform work on a residential building or a residential structure. Violators of section 23a are subjected to civil fines.

SIGNATURE OF APPLICANT:

ESTIMATED CONSTRUCTION VALUE: $450,000.00

VII. LOCAL GOVERNMENTAL AGENCY TO COMPLETE THIS SECTION

<table>
<thead>
<tr>
<th>ENVIRONMENTAL CONTROL APPROVALS</th>
</tr>
</thead>
<tbody>
<tr>
<td>REQUIRED? APPROVED DATE NUMBER BY</td>
</tr>
<tr>
<td>A - ZONING  □ YES □ NO  LI 9.76 acres</td>
</tr>
<tr>
<td>B - FIRE DISTRICT  □ YES □ NO</td>
</tr>
<tr>
<td>C - POLLUTION CONTROL  □ YES □ NO</td>
</tr>
<tr>
<td>D - NOISE CONTROL  □ YES □ NO</td>
</tr>
<tr>
<td>E - SOIL EROSION  □ YES □ NO  Emailed - COIC</td>
</tr>
<tr>
<td>F - FLOOD ZONE  □ YES □ NO  X 2609300457D</td>
</tr>
<tr>
<td>G - WATER SUPPLY  □ YES □ NO</td>
</tr>
<tr>
<td>H - SEPTIC SYSTEM  □ YES □ NO</td>
</tr>
<tr>
<td>I - VARIANCE GRANTED  □ YES □ NO</td>
</tr>
<tr>
<td>J - OTHER  □ YES □ NO</td>
</tr>
</tbody>
</table>

VII. VALIDATION - FOR DEPARTMENT USE ONLY

<table>
<thead>
<tr>
<th>USE GROUP</th>
<th>BASE FEE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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</table>

<table>
<thead>
<tr>
<th>TYPE OF CONSTRUCTION</th>
<th>NUMBER OF INSPECTIONS</th>
</tr>
</thead>
<tbody>
<tr>
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<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>SQUARE FEET</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>APPROVAL SIGNATURE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>TITLE</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Homeowner Affidavit

I hereby certify the electrical work described on this permit application shall be installed by myself in my own home in which I am living or about to occupy. All work shall be installed in accordance with the State Electrical Code and shall not be enclosed, covered up, or put into operation until it has been inspected and approved by the Electrical Inspector. I will cooperate with the Electrical Inspector and assume the responsibility to arrange for necessary inspections.

The Department will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, marital status, disability or political beliefs. If you need help with reading, writing, hearing, etc., under the Americans with Disabilities Act, you may make your needs known to this agency.

Página 4
12/16/2010
Bryan,

Higgins Electric Sign has applied for a building permit for a digital LED monument sign. I've attached the plan for the footings, etc. Will they be required to obtain anything from your office? Thank you!

Cyndi Dean
Cyndi Dean
Building Department
10001 Silver Lake Road
Brighton MI 48116
810-231-1333 ext. 111
June 5, 2017

Subject: LED Billboard Sign Brightness & Capabilities

Brightness Levels: The brightness level of all Watchfire digital billboards is pre-set at the factory not to exceed 6,000 NITS(cd/m²) during daytime operation and 300 NITS(cd/m²) during nighttime operation. These settings are compliant with standards as established by the Outdoor Advertising Association of America (OAAA). Both day-and-night maximum brightness is capped via software and cannot be brightened in the field.

A NIT is a measure of luminance and normally used to express the brightness of LEDs. LED sign brightness is commonly converted from NITs to foot-candles. Foot-candle measurements are generally taken at night from a distance of 100 feet or more. Watchfire billboard displays will not illuminate more than 0.3 foot-candles above ambient light when measured at night at a specified distance.

Automatic Dimming Capability: All Watchfire digital billboards automatically adjust their brightness as ambient light levels change. A 100-step photocell automatically and immediately adjusts the sign’s light levels during storms and at dusk. At night, the LED operates at approximately 4% of its’ daytime maximum brightness. The night time percentage varies based on ambient light conditions. A billboard operator can adjust the billboard to run dimmer than the standard established by the factory, but not brighter.

Hold Time: The hold time for an advertisement is controlled by the billboard operator and can be adjusted to standards established by local regulation. Most require an ad to hold for a minimum of 6-8 seconds. Tests run by the OAAA indicate a dwell time of 8 seconds is optimum for conveying the information in an advertisement in a safe manner. Watchfire billboards have no animation, flashing, or scintillating capabilities and can only display static messages at the preset dwell times.

Transition settings: All Watchfire billboards are designed to change from one ad to the next instantaneously. This cannot be changed by the billboard operator. The boards have no transition capabilities between slides such as slide-ins or slide outs similar to PowerPoint type presentations.

I hope this information has been of assistance. If you have questions or need more information please do not hesitate to contact me.

Thank you,

Ray Digby
ray.digest@watchfiresigns.com
Phone: (800) 637-2645
Fax: (217) 442-1020 | watchfiresigns.com
Sign Site Plan - Site 11379
Address: 7202 Whitmore Lake Rd Brighton, MI
Landowner: Barton-Clausnitzer LLC - APN: 16-08-100-022
Property Zoning: LI  Build Setbacks: 25' front
Sign Dimensions: 14' x 48' face x 25' total height

Legend
- Property Line
- New Sign Pole
- Sign Structure
- 30' ROW Setback

1 inch = 108 feet  Map Coordinate System: NAD 1983 HARN StatePlane Michigan South FIPS 2113 Feet Intl
Scale reference is approximate for print on 8.5" x 11" paper

Print Date: 2/14/2017

Crossroads Outdoor
Brad Holstad - (O) 231.683.4224 ext. 102
bradholstad@crossroadsootdoor.com

2487 S. Michigan Road
Suite E
Eaton Rapids, MI 48827

© 2016 - Lockridge Outdoor Advertising, LLC - All Rights Reserved. Unauthorized use or distribution is strictly prohibited
Sign Site Plan - Site 11379  Address: 7202 Whitmore Lake Rd Brighton, MI
Landowner: Barton-Clausnitzer LLC - APN: 16-08-100-022
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Scale reference is approximate for print on 8.5" x 11" paper

Print Date: 2/14/2017

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Brad Holstad - (O) 231.683.4224 ext. 102
bradholstad@crossroadsoutdoor.com
2487 S. Michigan Road
Eaton Rapids, MI 48827

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SIGN LOCATION LEASE

THIS LEASE AGREEMENT is made this _____ day of 2017 (the “Lease Date”), by and between BARTON-CLAUSNITZER LLC (hereinafter referred to as “LESSOR”) and CROSSROADS OUTDOOR, LLC (hereinafter referred to as “LESSEE”).

1. LESSOR hereby Leases to LESSEE and LESSEE hereby leases from LESSOR that portion of the Property (as defined below) more particularly described in Exhibit A-1 attached hereto and identified as the “Premises” on the site plan attached hereto Exhibit B (the “Premises”) upon the terms and conditions set forth in this Lease for the sole purpose (“LESSEE’S Use”) of constructing, installing, repairing, replacing, operating, and maintaining a sign structure, appurtenances, and ancillary equipment, not to exceed the lesser of 25 feet in height or the maximum height permitted by applicable “Laws,” as hereinafter defined (collectively, the “Sign”). During the Term (as hereinafter defined), LESSEE shall have (i) the non-exclusive right, in common with LESSOR and any others legally entitled thereto, to install and arrange for utility service, power poles, communications devices and connections in the location more particularly described in Exhibit A-2 attached hereto and identified as the “Utility Area” on Exhibit B hereto (the “Utility Easement Area”); (ii) the right to survey, post, illuminate and maintain advertisements on the Sign, modify the Sign to have up to two (2) advertising faces, including changeable copy faces or electronic faces, as are allowed by applicable Laws (without variance), and to maintain telecommunications devices or other activities reasonably required in LESSEE’S use of the Sign, and (iii) the non-exclusive right, in common with LESSOR and any others entitled to the use thereof from time to time, to use that portion of the Property more particularly described on Exhibit A-3 attached hereto and identified as the “Access Area” on Exhibit B hereto (the “Access Area”) for purposes of ingress to and egress from the Premises, from time to time, by LESSEE, as reasonably required in connection with LESSEE’S exercise of its rights and performance of its obligations under this Lease. Notwithstanding the foregoing, LESSEE shall present its proposed plans and specifications for the Sign and any appurtenant improvements, modifications or replacements thereto, including, without limitation, any utility and lighting installations, for LESSOR’S prior written approval, which approval shall not be unreasonably withheld conditioned or delayed.

The Property consists of that certain real property located at 7202 Whitmore Lake Road, Livingston County, Michigan, parcel number 16-08-100-022 and is more particularly described in Exhibit A attached hereto (the “Property”).

2. This Lease shall be for a term of ____ years commencing on the Lease Date and expiring on the date which is ___ years from the Lease Date (the “Original Term”). Provided that LESSEE is not in default under this Lease at the time of exercise or at the commencement of the Renewal Term, LESSEE may renew this Lease, for an additional term, of FIFTEEN (15) years commencing upon the expiration of the Original Term (the “Renewal Term”), on the same terms and conditions (other than the annual rental rate, which shall be adjusted pursuant to Section 3 below), by giving written notice of such renewal at least sixty (60) days prior to the expiration of the Original Term (the Original Term, as it may be extended by the Renewal Term, being herein called the “Term”).

3. During the Term, LESSEE shall pay to LESSOR annual base rental (the “Base Rent”) of ____ payable yearly in advance,
except that: (a) the first installment in the amount of $0.00 shall all be due on the first day of the month following the Lease Date, to be applied to Base Rent for first two (2) “Lease Years” (as hereinafter defined) of the Original Term, (b) commencing in the second year and for each year thereafter, the annual Base Rent shall increase Base Rent. LESSEE also agrees to pay a bonus of to LESSOR immediately prior to commencement of construction of the Sign, but only after LESSEE has obtained all necessary approvals.

Base Rent shall be paid to LESSOR without notice or demand and without deduction or offset, in lawful money of the United States of America at LESSOR’S address for notices hereunder or to such other person or at such other place as LESSOR may time to time designate in writing. As used herein, “Lease Year” shall mean the twelve (12) month period commencing on the Lease Date and each consecutive twelve (12) months thereafter during the Term. Base Rent, together with any other sums payable by LESSEE to LESSOR under this Lease (“Additional Rent”) are herein referred to as “Rent” or “rent”.

4. LESSEE shall be in “Default” under this Lease if (a) LESSEE shall fail to pay any installment of Rent when due and such failure shall continue for a period of seven (7) days following written notice to LESSEE from LESSOR (which notice may be in the form of the statutory 7-day notice to quit for non-payment of rent) or (b) LESSEE shall fail to perform any other obligation of LESSEE under this Lease and such failure shall continue for a period of thirty (30) days following notice to LESSEE from LESSOR. If payment of any overdue Rent is not made within seven (7) days of receiving written notice, LESSEE shall be charged a late payment penalty of three percent (3%) of the unpaid amount. Following a Default by LESSEE, in addition to all other rights and remedies available to LESSOR, at law and/or in equity, LESSOR shall have the right to (i) terminate this Lease by giving written notice to LESSEE, in which event LESSEE shall surrender the Premises within 120 days of the termination date set forth in the written Notice and shall pay to LESSOR within 120 days of the termination date set forth in the written Notice the amount an amount equal to the next twelve (12) months base rent as liquidated damages, (ii) commence dispossessor proceedings with or without the termination of this Lease, (iii) enter the Premises, after obtaining a proper order of a court of competent jurisdiction, and remove the Signs, and all other installations and improvements made by LESSEE and relet the Premises on behalf of LESSEE for such term and on such terms and conditions as LESSOR, in its reasonable discretion may determine and receive directly the rent by reason of the reletting, (iv) enforce LESSEE’S obligations hereunder by injunction or other equitable relief and/or (v) cure LESSEE’S Default and recover from LESSEE, within thirty (30) days after written notice to LESSEE, reimbursement for all sums incurred by LESSOR for or in connection with such cure. Whether or not Lessor removes the Sign and or improvements, the Sign and its physical components shall remain the personal property of the LESSEE.

5. Any and all real property taxes and assessments (general and special) attributable to the Premises shall be the responsibility of the LESSOR, unless the taxing authority for said property treats the Sign as a fixture for taxation purposes, in which case any additional real estate taxes incurred due to the installation of the Sign or other improvements made by LESSEE on the Premises shall be paid by LESSEE within ten (10) days after written demand from LESSOR, accompanied by reasonable supporting documentation. LESSEE shall pay all personal property taxes on “LESSEE’S Property” (as hereinafter defined) on the Premises on or before the same bear interest or penalty. In addition, LESSEE, at its sole cost and expense, shall (i) cause all utilities provided to the Premises to be separately metered and (ii) pay all charges for such utilities directly to the utility provider on or before the same bear interest or penalty. To the
extent LESSEE is notified of an assessment or real property tax that LESSOR deems to be the result of the installation of the Sign and improvements made by LESSEE, LESSOR hereby delegates to LESSEE the right to appeal any such assessment or tax related to the Sign or the improvements made by LESSEE.

6. LESSOR shall, at any time after the first five years of Term of this Lease, but before the expiration of the initial Term of this Lease, shall have the right to relocate the Premises, the Access Area and the Easement Area to other portion(s) of the Property, in which event, LESSEE shall relocate the Sign and all related installations and improvements to the new premises and areas designated by LESSOR and all references to “Premises”, “Access Area” and “Easement Area” contained in this Lease shall be deemed to mean such relocated premises and areas so designated by LESSOR. Notwithstanding the foregoing, LESSOR and LESSEE agree that LESSOR may relocate the Sign only once during the Term of this Lease, and the following conditions must be satisfied prior to any relocation:

a. LESSOR’S relocation shall be in connection with LESSOR’S redevelopment of all or any material portion of the Property. LESSOR shall use commercially reasonable efforts to design and redevelop around the Sign, and only in the event that LESSOR’s proposed site plan cannot be reasonably designed and positioned to avoid the Sign shall this relocation right be in effect.

b. LESSOR has received, and provided copies to LESSEE, all required permits and final approvals (including issued building permits) required to develop and construct LESSOR’S proposed redevelopment.

c. LESSOR shall provide LESSEE not less than 180 days’ prior written notice of the proposed relocation.

d. LESSEE has received all required permits and approvals, federal, state, and local, including zoning, to relocate the Sign (provided that LESSEE shall use commercially reasonable efforts to obtain such permits and approvals). In the event LESSEE cannot secure the required permits and approvals to relocate, LESSEE shall have the option to terminate this Lease without objection of the LESSOR.

e. The exact location of the relocated Sign shall be mutually agreed by LESSOR and LESSEE in the exercise of their reasonable discretion.

LESSOR shall pay 50% of all reasonable costs and expenses of such relocation, including but not limited to the reasonable cost of construction, engineering, plans, permits, fees, and utility costs. LESSOR’s share of such relocation costs shall not exceed FIFTEEN THOUSAND DOLLARS ($15,000.00). LESSEE shall pay all costs of such relocation that are not allocated to LESSOR pursuant to the preceding two sentences.

7. Following the initial ten (10) years of the Lease Term, if a relocation described and defined above does not occur due to a failure of any of the conditions described above, or the presence of the Sign on the Premises prevents redevelopment as permitted, or the presence of the Sign on the Property (regardless of relocation efforts) prevents the sale of the Property, LESSOR may terminate this Lease and require that LESSOR remove the Sign upon 180 days’ written notice from LESSOR to LESSEE. Upon the removal of the Sign from the Property, LESSOR
8. LESSOR further agrees not to erect on the Property any obstruction of highway view or any vegetation that may obstruct the highway view of the Sign; provided, LESSOR shall have no obligation to control the growth of existing vegetation, which shall be controlled by LESSEE, at LESSEE’S sole cost and expense. LESSEE is hereby authorized to remove any such other obstruction or vegetation at LESSEE’S option. In the event of condemnation of the Premises or any part thereof by proper authorities, or relocation of the highway, the LESSOR, in its sole discretion, may (but shall not be obligated to) lease to LESSEE a different portion of the Property, subject to the mutual agreement of the parties as to the relocation site. Any condemnation award for the Premises, Access Area, Utility Area or any portion thereof shall belong to LESSOR; provided, LESSEE shall be entitled to any amount separately awarded to LESSEE for the Sign and any moving costs from the condemning authority.

9. Notwithstanding anything contained herein to the contrary, the Premises and/or the Sign shall not be used to advertise for or display images which resemble or promote: a business competing with LESSOR or any tenant or subtenant of the Property or portion thereof, politically sensitive messages that tend to be polarized emotional social issues (e.g. abortion for/against), unwelcomes messages considered such by most members of most diverse large populations, liquor brands or the consumption of the same not to include any form of stores that sell alcoholic beverages including but not limited to restaurants, bars, grocery stores, convenience stores, hotels, massage parlors, cigarettes but not including stores that sell cigarettes, including but not limited to grocery and convenient stores, smoke shops i.e. "Head Shops" selling primarily drug paraphernalia relating to marijuana, specifically not including and excluding prohibition on pharmacies, stores primarily selling adult toys, any obscene or pornographic material for distribution to adults or minors (not including convenience stores, groceries or retail chains or similar), any obscene nude or semi-nude live performances or nude modeling. LESSOR retains the right to require immediate removal of any such ad that is clearly determined by LESSOR and LESSEE to be in violation of this policy.

10. LESSER may terminate this Lease upon giving thirty (30) days’ written notice in the event that the sign becomes entirely or materially obstructed in any way by LESSOR or any persons claiming by or through LESSOR and LESSOR has failed to remedy such obstruction within 30 days following written notice from LESSEE. If LESSEE is prevented from constructing or maintaining a sign at the Premises by reason of any final governmental law, regulation, administrative action, subdivision or building restriction, order or other action, LESSEE or LESSOR may elect to terminate this Lease. Additionally, if the Sign becomes economically untenable in the determination of the LESSEE, the LESSEE may terminate this Lease upon giving thirty (30) days’ written notice to the LESSOR, and any unearned rentals paid shall be forfeited by LESSEE.

11. The Sign and all structures, sign panels, equipment, personal property and materials placed upon the Premises by the LESSEE (collectively the “LESSEE’S Property”) shall remain the property of LESSEE and may be removed by LESSEE at any time on or before the expiration of the Term of this Lease. At the expiration or earlier termination of this Lease, LESSEE must (i) remove the Sign and all other LESSEE’S Property and restore the Premises, to the condition existing prior to this Lease and repair any damage to the Easement Area and the Access Area caused by LESSEE, its agents contractors or employees, including, without limitation, the restoration of the surface of the Premises to its original condition on or before
such expiration or earlier termination. The LESSEE shall have the obligation, at its sole cost and expense, to obtain (including making all necessary applications therefor) all permits and approvals from, applicable governmental bodies for the construction, maintenance, operation and repair of LESSEE’S Sign and LESSEE’S Property in accordance with (and without variance from) all applicable Laws. All such permits shall be the property of LESSEE. The LESSEE shall have 120 days to complete the removal process without penalty prescribed herein.

12. LESSOR represents that it is the owner of the Premises. As of the Lease Date, LESSOR has no actual knowledge (without any duty of inquiry or investigation) of any unrecorded rights, servitudes, easements or agreements affecting the Premises that prohibit the erection, posting, painting, illumination or maintenance of the Sign. This Lease is not binding until accepted and executed and delivered by an authorized officer or member of LESSOR and LESSOR. Except as expressly provided in this Section 12, LESSOR makes no representations or warranties to LESSEE regarding the condition of the Premises, the Access Areas, the Utility Areas or the Property, LESSEE’S Use, or the availability of permits for LESSEE’S Use, and LESSOR shall have no obligation to make any alterations or improvements to the Premises or the Property for or in connection with LESSEE’S Use. LESSEE accepts the Premises, its rights to use the Access Areas and Utility Areas in their current AS-IS, WHERE-AS PHYSICAL, TITLE, AND ENVIRONMENTAL CONDITION, subject to all applicable Laws. LESSOR and LESSEE acknowledge that the economic terms and conditions of this agreement are confidential and proprietary and shall not be disclosed to any third-party without the written consent of the other party, except to any prospective purchaser, lender or LESSEE of LESSOR and as may be required to be disclosed by law or in any legal proceedings between LESSOR and LESSEE.

13. In the event of any change of ownership of the Property, LESSOR agrees to notify LESSEE promptly of the name, address, and phone number of the new owner and LESSOR further agrees to give the new owner formal written notice of the existence of this Lease and to deliver a copy thereof to such new owner at or before closing. This Lease is assignable by LESSEE to a similar entity or person providing similar services as LESSEE, without the prior written consent of LESSOR. Upon lawful assignment of the terms of this Lease to a third party, LESSEE shall not remain liable for all of the obligations under this Lease. Subject to the terms of this Section 13, this Lease is binding upon the personal representatives, heirs, executors, successors, and assigns of LESSEE and LESSOR.

14. LESSEE agrees to indemnify, defend and hold LESSOR harmless from and against any and all claims, losses, damages, liabilities, and costs and expenses, including reasonable attorneys’ fees, caused by or arising out of or in connection with (a) the ownership, installation, operation, maintenance, or dismantling of the Sign and/or LESSEE’S Property, LESSEE’S operations on the Premises, and/or the content of any advertising copy placed upon the Sign, including, without limitation, any third party claims for personal injury (including death), libel, advertising injury, trademark infringement, or property damage, (b) any violation of applicable Laws (including, but not limited to, any laws pertaining to the environment and/or hazardous or toxic materials or substances) arising out of the acts or omissions of LESSEE, its agents, employees or contractors; and (iii) any breach by LESSEE of any provision of this Lease; which indemnities shall survive the expiration or earlier termination of this Lease.

LESSOR agrees to indemnify, protect, defend, and hold LESSEE harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable Attorney fees, arising out of or in connection with, (i) any production, storage, transportation, treatment, spilling, infiltration, or disposal upon the Property of any hazardous substance,
hazardous waste, or other material now or in the future regulated by state or federal law, including, without limitation, the federal Comprehensive Environmental Response, Compensation and Liability Act and the Michigan Natural Resources and Environmental Protection Act, Act 457 of the Michigan Public Acts of 1994, as such legislation currently exists or is later amended or replaced ("Environmental Contamination"), except to the extent caused by the negligence or intentional acts of LESSEE, its agents, employees, or contractors; (ii) the ownership, operation, or use of the Premises by LESSOR or anyone claiming by, though, or under LESSOR, except to the extent caused by the negligence or intentional acts of LESSEE, its agents, employees, or contractors; and (iii) any breach by LESSOR of any provision of this Agreement. The indemnity provided for above by LESSOR shall apply to any Environmental Contamination in whatever amount and however caused, except Environmental contamination caused solely by the negligence or intentional acts of LESSEE, its agents, employees, and contractors.

15. LESSEE may not record this Lease, but at LESSEE'S request, LESSOR and LESSEE will enter into a memorandum of this Lease in form reasonably satisfactory to the parties, which LESSEE, at its discretion and at its sole cost and expense, may cause to be recorded in the applicable public records.

16. During the term of this Lease, LESSEE shall maintain in effect (i) commercial general liability insurance insuring LESSEE against liability for bodily injury, property damage (including loss of use of property) and personal injury at the Premises, including contractual liability, naming LESSOR as an additional insured and (ii) property damage insurance on the Signs and LESSEE'S Property in the amount of the full replacement cost value thereof. The initial amount of the commercial general liability insurance shall be One Million Dollars ($1,000,000) per occurrence and shall be subject to periodic reasonable increases specified by LESSOR based upon inflation, recommendation of LESSOR'S professional insurance advisers, and other relevant factors. LESSOR and any contractor retained by LESSOR in connection with the construction or dismantling of the Sign shall maintain equivalent coverage during the entire process of construction or dismantling, as applicable. LESSEE hereby waives and will cause its insurers to waive all rights of subrogation or recovery against LESSOR and its respective employees, officers, directors, agents and representatives as respects to all insurance maintained (or required to be maintained) by the LESSEE hereunder. LESSEE shall be solely responsible for its own deductibles, self-insured retentions and uninsured amounts.

17. LESSEE, at its sole cost and expense, will at all times during Term perform all maintenance, repairs and replacements so as to maintain in good condition and repair: (i) the Sign and for any other appurtenances thereto reasonably necessary to maintain the same in good condition and repair, and (ii) the Premises, including, without limitation, mowing, snow and ice removal, landscape maintenance and weed removal and control of vegetation. In addition, LESSEE, at its sole cost and expense, shall repair any damage to the Premises, Utility Areas, and Access Areas caused by LESSEE, its agents, contractors and employees and any other parties claiming by through or under LESSEE, and shall restore such Premises and other defined Areas to the condition existing prior to such damage.

18. This Lease may be modified, terminated, or canceled only by the written consent of the parties.
19. Nothing construed in this Lease will be deemed or construed by either party, or by any third party, to create the relationship of agent or principal, or limited or general partner, or joint ventures, or any other association between the parties other than LESSOR or LESSEE.

20. This Lease shall at all times be subject and subordinate to the lien of any mortgage, deed of trust, ground lease or other security instrument now or hereafter affecting the Property or any portion thereof (collectively, “Security Instruments”) and LESSEE shall attorn to the holder of any Security Instruments or any other such owner as its LESSOR, said attornment to be effective and self-operative without the execution of any further instruments.

21. All notices or other communications that may be given or are required to be given by either party to the other party must be in writing and must be sent by certified U.S. Mail, postage prepaid and return receipt requested, or nationally recognized overnight courier as follows:

**LESSOR:** Barton-Clausnitzer LLC  
7300 Whitmore Lake Rd.  
Brighton, MI 48116  
Attn: CFO

**LESSEE:** Crossroads Outdoor LLC  
2487 S. Michigan Rd., Suite E  
East Lansing, MI 48823  
Attn: ________________________________________

All notices that are sent by mail will be deemed effective on the third business day after the date of posting by certified mail and on the first business day after the date of depositing for delivery by a nationally recognized overnight courier. From time to time the parties may, by written notice in the manner set forth above, change their address for purpose of receiving further notice.

22. Each and every one of the exhibits called for by this Lease or referred to or otherwise mentioned in this Lease is attached or will be attached to this Lease prior to the signing of this Lease and is and will be construed to be made a part of this Lease by such reference or other mention in the same manner and with the same effect as if each exhibit was set forth in full and at length each time it is referred to or otherwise mentioned.

23. In all instances where either party is required under this Lease to pay any amount or do any act at a particular indicated time or within any indicated period of time, it is understood that time is of the essence. If the last day of any time period stated in this Lease falls on either a Saturday or Sunday or falls on a legal holiday recognized by the United States Postal Service, then the duration of such time period will be extended so that it ends on the next succeeding day that is not a Saturday, Sunday, or legal holiday recognized by the United States Postal Service.

24. This Lease may be signed in multiple counterparts, each of which will be in recordable form and be an original, and all such counterparts together will represent but one and the same instrument.

25. Each individual executing this Lease on behalf of an entity represents and warrants that he is duly authorized to sign and deliver this Lease on behalf of such entity, and that this Lease is binding on such entity in accordance with its terms.

CROSSROADS OUTDOOR, LLC 724 Abbot Road, East Lansing, MI 48823 Leasing Agent - Kyle Martin, Lockridge Outdoor (512) 777-1677
26. This Lease will not be strictly construed either for or against either party, but this Lease will be interpreted in accordance with the general tenor of the language of this Lease in an effort to reach an equitable result. The parties acknowledge that this Lease has been freely negotiated by both parties and that each party (and its counsel, if any) has had the opportunity to review and revise this Lease and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Lease or any amendments or exhibits to this Lease.

27. If any one or more of the provisions contained in this Lease is for any reason held to be invalid, illegal, or unenforceable under present or future laws effective during the Term in any respect, and the basis of the bargain between the parties is not destroyed or rendered ineffective thereby, such invalidity, illegality, or unenforceability, to the extent possible, will not affect any other provision of this Lease.

28. This Lease is to be construed under and in accordance with the internal laws of the State of Michigan for contracts made or to be performed therein, without giving effect to the principles of conflicts of law thereof.

29. If either party employs attorneys to protect or enforce its rights under this Lease and prevails, the non-prevailing party agrees to pay the prevailing party’s reasonable costs so incurred (including, but not limited to attorney’s fees, and all other litigation costs and expenses, including, but not limited to, deposition costs, travel, and expert witness fees, incident to any suit, action, proceeding, threatened suit or action, inquiry, or investigation or the defense of any claim), in addition to any other relief to which the prevailing party may be entitled.

30. This Lease contains the complete and final statement of the understanding between all parties with respect to the subject matter hereof, and supersedes any and all prior or contemporaneous negotiations, agreements or communications, whether written or oral with respect to the subject matter hereof.

31. LESSEE shall occupy and use the Premises only for the purposes of LESSEE’S Use as set forth in Section 1 hereof. LESSEE may use all Access Areas and Easement Areas only for their intended purposes. LESSEE shall, at its sole cost and expense, install, operate, maintain, repair and replace the Signs and the Premises in compliance with all applicable “Laws” now or subsequently pertaining to the Premises or LESSEE’S use or occupancy thereof, and otherwise in a manner which minimizes to the extent reasonably practicable, any interference with the use of the remainder of the Property by LESSOR or any tenant’s subtenants or occupants thereof. As used herein, the term “Laws” shall mean all applicable laws, ordinances, rules, orders, regulations, guidelines and other requirements of federal, state or local governmental authorities and all covenants, restrictions and title matters, including, without limitation, covenants, easements and restrictions of record and any matters which would be disclosed by an accurate survey of the Property. LESSEE agrees not to do anything or fail to do anything which will prevent LESSOR from procuring, or directly increase the cost of any insurance maintained by LESSOR.

32. LESSEE shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for LESSEE at or for use in the Premises, which claims are or may be secured by any mechanic’s or materialmen’s lien against the Property or any portion thereof, including the Premises. If any mechanic's or other lien or any notice of intention to file
a lien shall be filed or delivered with respect to the Property or any portion thereof, including the Premises, based upon any act of LESSEE or of anyone claiming through LESSEE, or based upon work performed or materials allegedly supplied for LESSEE, LESSEE shall cause the same to be canceled and discharged of record or bonded over within thirty (30) days after the filing or delivery thereof.

33. Subject to all other provisions of this Lease, the term "LESSOR" as used herein shall mean only the owner or owners at the time in question of the fee title to, or a LESSEE'S interest in, a ground lease of, the Premises. In the event of any transfer of such title or interest, LESSOR herein named (and in case of any subsequent transfers the then owner or owners thereof), shall be relieved from and after the date of such transfer of all liability for LESSOR'S obligations thereafter to be performed. The obligations contained in this Lease to be performed by LESSOR shall, except as aforesaid, be binding on LESSOR’S successors and assigns only during their respective periods of ownership. If LESSOR shall fail to perform any covenant, term or condition of this Lease upon LESSOR’S part to be performed, and, if as a consequence of such default, LESSEE shall recover a money judgment against LESSOR, such judgment shall be satisfied only against the right, title and interest of LESSOR in the Premises.

34. LESSEE agrees to furnish, from time to time, within ten (10) days after receipt of a written request from LESSOR, a statement certifying, if applicable and to the extent valid, the following: that LESSEE is in possession of the Premises; the Premises are acceptable; the Lease is in full force and effect; the Lease is unmodified; LESSEE claims no present charge, lien, or claim of offset against rent; the rent is paid for the current month, but is not prepaid for more than one month and will not be prepaid for more than one month in advance; there is no existing default by reason of some act or omission by LESSOR; and such other matters as may be reasonably required by LESSOR. Any such estoppel certificate may be relied upon by any party reasonably requested by LESSOR, including, without limitation, a prospective purchaser, mortgagee or beneficiary under any deed of trust of the Property of which the Premises are a part.

35. It is hereby agreed that in the event of LESSEE holding over after the termination of this Lease, thereafter the tenancy shall be at sufferance and, in the absence of a written agreement to the contrary, and LESSEE shall otherwise be subject to all the covenants and provisions of this Lease, except that the monthly Base Rent applicable to such hold over period shall be equal to 110% of the monthly Base Rent for the month immediately preceding the hold over period and LESSEE shall be liable to LESSOR for any damages incurred by LESSOR by reason of or in connection with such holding over.

[Signature page follows.]
LESSOR and LESSEE have executed this Lease as of the dates set forth below.

**LESSOR: BARTON-CLAUSNITZER LLC**

Print Name: Jack Clausnitzer  
Title: Managing Member

Signature:  
Date: 3-10-17

Mailing Address: 7300 Whitmore Lake Rd.  
BRIGHTON, MI 48116

Phone: 810-227-6190  Email: JACk@BRIGHTONNC.COM

Print Name: Shirley Barton  
Title: Managing Member

Signature:  
Date: 3-10-17

Mailing Address: 7300 Whitmore Lake Rd.  
BRIGHTON, MI 48116

Phone: 810-227-6190  Email: Shirley@BRIGHTONNC.COM

State of Michigan, County of **LIVINGSTON**.

The foregoing instrument was acknowledged before me this 10th day of March, 2017.

By **Laura Barton**.  
Notary Public

County of  
My Commission Expires  
8/14/2019
EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

SEC 8 T1N R6E COMM N 1/4 COR OF SEC, TH S 01*W 667.32 FT FOR POB, TH S 01*W 326.80 FT, TH N 89*W 1334.10 FT, TH N 01*E 326.80 FT, TH S 89*E 1334.67 FT TO POB, 10.01AC, SPLIT FROM 001, 10-81, PARCEL F

EXHIBIT A-1
LEGAL DESCRIPTION OF PREMISES

From the southeast corner of the property West along the South property line for approximately 90 feet, continuing North perpendicular from South property line for approximately 70 feet, continuing East parallel to South property line for approximately 90 feet, ending at the East property line, then continuing South to the southeast corner of the property approximately 70 feet.

EXHIBIT A-2
LEGAL DESCRIPTION OF UTILITY EASEMENT AREA

All area extending from the Eastern property line to a depth of approximately 20 feet including all area within premises

EXHIBIT A-3
LEGAL DESCRIPTION OF ACCESS AREA

From the Southeast corner of the property West along the South property line for approximately 300 feet, continuing North perpendicular from South property line for approximately 120 feet, continuing East parallel to South property line for approximately 300 feet, ending at the East property line, then continuing South to the Southeast corner of the property approximately 120 feet. Driveway and parking lot to the south may be utilized for entrance to access area.

EXHIBIT B
SITE PLAN DEPICTING PREMISES, EASEMENT AREA AND ACCESS AREA

[See attached.]

COLUMBUS 58746-1 61479v3
GREEN OAK CHARTER TOWNSHIP
PLANNING AND ZONING DEPARTMENT
10001 Silver Lake Road, Brighton, MI 48116
Phone: 810–231-1333 ext.104 Fax: 810-231-5080

ZONING BOARD OF APPEALS
APPLICATION

DATE: 09/07/2017 CASE NUMBER: Office will fill in

INSTRUCTIONS:

Prior to any appeal being filed with the Green Oak Charter Township Zoning Board of Appeals (ZBA), an applicant must have first applied for a building permit from the Green Oak Charter Township Building Department. The building permit must have had an administrative review conducted by a designated Building and Zoning Official and subsequently be denied if it is to be later considered by the Zoning Board of Appeals. This denial must be obtained in writing and copies submitted with the appeal application form, in no event should the denial letter be older than 30 days after the date of the decision from which the appeal is taken. The ZBA appeal application costs are not refundable.

If an appeal is filed with the ZBA, the following application form and a site layout must be completed. ELEVEN COPIES of the application, site layout and any additional pages or documents that the applicant desires the ZBA to consider must be provided prior to the application form being accepted by the Zoning Administrator. All appeals must be filed by noon the third Wednesday (one month prior) to the scheduled meeting date, in order to be considered for that month’s meeting. There is a limit of five cases per monthly agenda, and applications are taken in order of submission. If more than five applications are received, the additional applications will be scheduled for the following meeting. The applicant or authorized representative must appear in person on their scheduled date. If an authorized representative is designated, the applicant must designate their authority in writing prior to the ZBA hearing being conducted. All costs exceeding the application fee are the responsibility of the applicant and must be paid in full prior to any building permits being issued.

All property owners and occupants within 300 feet of the petitioner's property will be notified by first class mail not less than 15 days prior to the public hearing.

While there is not a prescribed method to a presentation to the ZBA, the applicant should be prepared to provide all available proofs, documents, evidence, etcetera to support their request for a variance at the time of the
hearing. Witnesses and/or any other tangible evidence to support the validity of the request for variance will be accepted and considered by the ZBA.

Applicant Information

Name: Crossroads Outdoor LLC
Address: 724 Abbot Rd
City/State/Zip: East Lansing, MI 48823
Phone: (231) 683-4224
Fax: 
E-Mail: bradjolstad@crossroadsoutdoor.com

Property Owner Information

Name: Barton-Clausnitzer LLC
Address: 7300 Whitmore Lake Rd.
City/State/Zip: Brighton, MI 48116
Phone: (810) 227-6190
Fax: 
E-Mail: ejboylbrite@gmail.com

Location of Property for which the variance requested

Address 7202 Whitmore Lake Rd
Cross Streets south of Whitmore Lake Rd. and Maltby Rd.
Tax Identification # 16-08-100-022
Information available from the Green Oak Charter Township Assessing
Dept. Zoning District LI (Light Industrial)
Lot Size/Acreage 10.01
Current Use undeveloped

Variance Request: Permit the sign to be erected within 1,000' of a residentially used property line

Total Number of Variances Requested 1

List the applicable Code Section Name, Section Number, and Subsection to be considered by the ZBA, ___38-409. Billboards; (c) Setback. No billboard shall be located within one thousand (1,000) feet of any residentially used or zoned property.

This information is contained in the Green Oak Charter Township Zoning Code Book

Describe Request ___Permit the sign to be located within 1,000' of a large commercial property with a residence setback over 200' from the street frontage behind numerous trees and located over 850' from the proposed sign location
Criteria for a Dimensional Variance- Please respond to the following statements. The application must meet all criteria in order to obtain a variance. 38-95 (8)

What are the exceptional or extraordinary circumstances or conditions applicable to the property involved that do not apply generally to other properties in the same district or zone: This property is located within an industrial zone in a predominantly commercial/industrial area with related uses to each side and across the street. There happens to be a non-conforming residential structure built upon a commercially zoned property across the street, although the house is set back far behind the road frontage and behind numerous trees. The subject property is also not conducive to many uses allowed in an industrial district due to its much narrower than average lot width for others within the area, also offering much less room for alternate sign placement, and the western portion of the property would not support a sign due to its proximity to a freeway interchange ramp. Additionally, the photosensor controlled digital sign’s luminance is far less obtrusive to the residential use than that which would be produced by most activities permitted by right which may be developed on the actual property with the residence or the undeveloped commercial property directly across Bishop street from the residence.

Such variance is necessary for the preservation and enjoyment of a substantial property right possessed by other property in the same zone and vicinity. The possibility of increased financial return shall not of itself be deemed sufficient to warrant a variance: We are unable to exercise the right to display off-premise advertising content on a digital sign due to the proximity of the commercial property across the street which also contains a setback residence, while a similar property also within the LI district located approximately 2,000’ to the south was recently permitted to erect an identical sign, despite also being within 1,000’ of the same commercial property with a residential use and in fact, being much closer to actual residentially zoned properties directly across from the sign, fronting the same highway. Furthermore, this sign was erected at a time when electronic message signs were prohibited within the LI zoning district, was allowed to be full size (50% of max permitted signage permitted for EMS signs) and was permitted without a required 25’ side setback.

The granting of such variance or modification will not be materially detrimental to the public welfare or materially injurious to the property or improvements in such zone or district in which the property is located: This sign is a permitted use in the Light Industrial zoning district and by definition is not a material detriment to public welfare. The sign is compliant with all size, height and other regulations and will have no impact on the residence located on the commercial property across the street within 1,000’ of the sign location because the home is well setback within the property and is buffered by multiple layers of trees, and we have obtained a letter from the landowner stating no objection to the sign.

The granting of such variance will not adversely affect the purpose or objectives of the master plan of the township: Upon reviewing the master plan and found the sign would have no adverse effect. The sign is fully in compliance with every aspect of the sign regulations for the commercial and industrial area it is within, other than the onerous 1,000’ spacing requirement from a commercially zoned property with a non-conforming residential use. The sign complies with the intent of the ordinance as it is in no way visible from the residential use.

The condition or situation of the specific piece of property, or the intended use of such property, for which the variance is sought is not of so general or recurrent a nature: The subject property and the adjacent parcel under common ownership are the only conforming properties within the township that are compliant for a billboard sign outside of their proximity to the commercial property with a residential use, as we were unable to locate ANY other conforming within the Township, effectively making the revised sign regulations a de facto ban after permitting the “test subject” to the south.
You must provide the following information as part of your application:

1) Site Plan layout drawn to scale, which details the following:
   - Show all adjoining property setbacks and structures
   - Show existing and proposed setbacks from road right-of-ways
   - Show existing and proposed structures
   - Show required and existing setbacks by noting it on the site plan
   - Show NORTH arrow

2) Photographs of property in relation to roads and existing structures, when appropriate, to properly depict the reason for the appeal.

3) Written denial from the Planning and Zoning Administrator denying a building permit for this original request. **38-94 Appeal shall be taken within such time as prescribed by the ZBA by general rule, but in no event later than 30 days after the date of the decision from which the appeal is taken.**

4) Eleven copies of the application, site layout and any additional pages or documents.

5) A completed application. Incomplete applications with missing information will be returned and not placed on the ZBA agenda until complete.

I hereby affirm that the above information is correct to the best of my knowledge and grant permission for Township officials, employees, consultants and members of the Zoning Board of Appeals to conduct an on-site inspection.

Signature of Applicant

Signature of Owner, if different

Date: 20 Sep 2017

Date: 5 Sep 2017
Zoning Compliance

Applicant: Crossroads Outdoor LLC
Date: August 22, 2017
Address: 7202 Whitmore Lake Rd., Brighton MI 48116
Permit Request: Billboard sign
Parcel #: 4716-08-100-023

Sec. 38-409. Billboards.

<table>
<thead>
<tr>
<th>Required</th>
<th>Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Zoning District</td>
<td>Light Industrial and General Industrial abutting the M-36 or US-23 rights-of-way</td>
</tr>
<tr>
<td>Sign Area</td>
<td>The total sign area shall not exceed 672 square feet</td>
</tr>
<tr>
<td>Setback</td>
<td><strong>Setback.</strong> No billboard shall project over public property. No billboard shall be located closer than twenty-five (25) feet to any property line. <strong>No billboard shall be located within one thousand (1,000) feet of any residually used or zoned property.</strong> Billboards shall be set back a minimum of twenty-five (25) feet from any other structure on or off the same premise upon which the billboard is located.</td>
</tr>
<tr>
<td>Billboard Spacing</td>
<td><strong>Distance from other signs.</strong> Billboards shall be spaced no closer than one thousand five hundred (1,500) feet from another billboard.</td>
</tr>
<tr>
<td>Interchange Distance</td>
<td><strong>Interchange Distance.</strong> A sign structure shall not be permitted adjacent to or within five hundred (500) feet of an interchange, an intersection at grade, or any highway pull off including MDOT facilities. The five hundred (500) feet shall be measured from the point of beginning or ending of pavement widening at the exit from or entrance to the main traveled way.</td>
</tr>
<tr>
<td>Sign Height</td>
<td>The top of any billboard, including the structure and the display area, shall not be higher than twenty-five</td>
</tr>
</tbody>
</table>
Owner, and the sign is operating in compliance with the requirements in this section. The cost of all certification shall be the responsibility of the Sign Owner.

(5) The digital billboard sign display system shall be configured with a self-diagnostics program that will notify the Sign Owner's technical support team in the event of a malfunction of the sign. In the event of a display failure resulting in a flashing or intermittent light change, or a failure resulting in the display exceeding the brightness level or image dwell standard stated in subsection (f)(2) above, the display shall be automatically shut-off or steps shall be taken immediately by the Sign Owner's technical support team to shut-off the sign remotely. Additionally, should more than one individual display panel comprising the total sign display area not function as engineered, the display shall be immediately shut-off remotely.

(6) All displayed images must be static.

(7) No flashing, animation, scrolling, blinking, or intermittent lights, or lights with changing colors or levels of light intensity shall be permitted.

(8) The use of video on signs is expressly prohibited.

(9) The transition time between images shall be instantaneous (less than one second), with no transition effects between images.

(10) The minimum dwell time (time an image is displayed) of each and any image will be exactly 9 seconds. Emergency messages may exceed this dwell time if deemed appropriate.

(11) Sequential images or messages (e.g. back-to-back, 9 second images that form one continual advertisement), are prohibited.

(12) The digital billboard screen shall be allowed to operate 24 hours per day, seven days per week, unless a malfunction occurs.

**Construction**

*Construction.* A billboard shall be self-supported and pole-mounted. The materials used for the construction of the billboard structure will be metal, stone, brick or similar materials. The support structures for billboards shall be covered in brick or stone substantially similar to the example in figure 409-1.
(b) An appeal shall stay all proceedings in furtherance of the action appealed from, unless the building administrator certifies to the ZBA after the notice of appeal has been filed with him that, by reason of facts stated in the certificate, a stay would, in his opinion, cause imminent peril to life or property, in which case, the proceedings shall not be stayed other than by a restraining order which may be granted by the ZBA or the circuit court, on application and due cause shown.

(c) The ZBA shall select a reasonable time and place for the hearing of the appeal and give notice thereof to the parties, and shall render a decision on the appeal without unreasonable delay. The ZBA shall state the grounds of each determination. Any person may appear and testify at the hearing, either in person or by duly authorized agent or attorney.
(Ord. eff. 1-31-1993, § 11.4; Ord. eff. 7-18-1998)
State law references: Appeals, MCL 125.290.

Do not hesitate to call if you have any questions.

Debra McKenzie,
Zoning Administrator,
810 231-1333 ext. 104
Exhibit "C" - Residential Proximity Map Address: 7540 Whitmore Lake Rd Brighton, MI
Sign is located within 1,000' of nine residentially zoned properties
and only 406' from an adjacent residential property across street, directly facing the sign
Zoning: LI (EMS signs previously not permitted in LI) 5' side setback, 25' P/L setback required
Sign is 672 sq. ft. Digital sign face, 25' total height with landscaping (identical to proposed sign)
(3) **Limitation of number of freestanding/ground signs.** The common signage plan for all zone lots with multiple uses or multiple users shall limit the number of freestanding/ground signs to a total of one (1) for each street on which the zone lots included in the plan have frontage and shall provide for shared or common usage of such signs.

(4) **Miscellaneous restrictions.** The master signage plan or common signage plan may contain such other restrictions as the Township may reasonably determine.

(5) **Signatures required.** The master signage plan or common signage plan shall be signed by all owners or their authorized agents in such form as the building official shall require.

(6) **Inclusions.** A master signage plan or common signage plan shall be included in any development plan, site plan, planned unit development plan, or other official plan required by the Township for the proposed development and shall be processed simultaneously with such other plan.

(7) **Amendments.** A master signage plan or common signage plan may be requested for amendment by filing a new master signage plan or common signage plan with the Township that conforms with all requirements of the ordinance then in effect.

(8) **Nonconforming existing signs.** If any new or amended common signage plan is filed for a property on which existing signs are located, such plan shall include a schedule for bringing into conformance, within three (3) years, all signs not conforming to the proposed amended plan or to the requirements of this section in effect on the date of submission.

(9) **Binding effect.** After approval of a master signage plan or common signage plan, no sign shall be erected, placed, painted, or maintained, except in conformance with such plan, and such plan may be enforced in the same way as any provision of this article. In case of any conflict between the provisions of such a plan and any other provision of this article, the plan which has been approved by the Township shall control.

**Sec. 38-409. Billboards.**

(a) **Districts.** Billboards shall be allowed in the LI Light Industrial district and the GI General Industrial District abutting the M-36 or US-23 rights-of-way only.

(b) **Area.** The total sign area of any billboard shall not exceed six hundred and seventy-two (672) square feet per face. A triangular or “V”-shaped billboard shall not have more than two (2) sign faces.

(c) **Setback.** No billboard shall be located closer than twenty-five (25) feet to a non-right-of-way property line. No billboard shall project over public property. Billboard signs shall be no closer than five hundred (500) feet to any adjacent residential property line. Billboards shall be set back a minimum of twenty-five (25) feet from any other structure on or off the same premise upon which the billboard is located.

(d) **Distance from other signs.** Billboards shall be spaced no closer than one thousand two hundred and fifty (1,250) feet between other billboard signs on the same side of the right-of-way.

(e) **Height.** The top of any billboard shall not be higher than twenty-five (25) feet above normal grade.

(f) **Illumination.** A billboard shall possess automatic dimming capabilities so that the maximum luminescence level is not more than three-tenths (0.3) footcandles over ambient light levels measured at a distance of one hundred and fifty (150) feet for those sign faces less than or equal to three hundred (300) square feet, measured at a distance of two hundred (200) feet for those sign faces greater than three hundred (300) square feet but less than or equal to three hundred and seventy-eight (378) square feet, measured at a distance of two hundred and fifty (250) feet for those sign faces greater than three hundred and seventy-eight (378) square feet and less than six hundred and seventy-two (672) square feet, and measured at a distance of three hundred and fifty (350) feet for those sign faces equal to or greater than six hundred and seventy-two (672) square feet and in accordance with the
Michigan Highway Advertising Act, Public Act No. 86 of 2009, as amended. Prior to the issuance of a sign permit, the applicant shall provide written certification from the sign manufacturer that the light intensity has been factory-programmed not to exceed the above-listed light levels, and that the intensity level is protected from end-user manipulation by password-protected software or other method satisfactory to the Green Oak Charter Township Zoning Administrator.

(g) **Construction.** A billboard shall be self-supported and pole-mounted.

(h) An irrevocable, automatically renewing letter of credit from a bank chartered and located in the United States of America in an amount established by the Township Board shall be required for continued maintenance. In the event that a billboard is vacated, the cost of removal, if that burden is placed on the Township, shall be assessed to the property owner.

**Sec. 38-410. Electronic message signs.**

Electronic Message Signs (LED) shall be permitted only within the LB, RO, GB, and HC zoning districts, as either a freestanding or wall-mounted sign or window sign. This shall exclude electronic message signs for non-profit organizations such as churches, schools, libraries, etc. in accordance with Section 38-404. It shall also exclude electronic restaurant menu boards for drive-through restaurants. Such signs shall be allowed subject to the sign regulations for each zoning district and subject to the following additional regulations:

(a) The electronic display shall not be animated, flashing, multi-colored, or scrolling.

(b) The frequency of the message change shall be restricted to no more than once every six (6) seconds.

(c) The maximum area of an electronic message board shall be considered a part of a wall or freestanding sign and shall not exceed fifty percent (50%) of the total sign area as allowed per zoning district and sign regulations of this article.

(d) The maximum height of an electronic message board shall conform to the height regulations for signs allowed in each zoning district.

(e) The electronic message sign may not display light of such intensity or brilliance to cause glare, impair the vision of an ordinary driver, or constitute a nuisance. An electronic message sign shall possess automatic dimming capabilities so that the maximum luminescence level is not more than fifteen (15) foot-candles measured four (4) feet perpendicular to any surface. This shall exclude billboards, which are subject to Section 38-409.

(f) Prior to the issuance of a sign permit, the applicant shall provide written certification from the sign manufacturer that the light intensity has been factory-programmed not to exceed the above listed light levels, and that the intensity level is protected from end-user manipulation by password-protected software or other method satisfactory to Green Oak Charter Township.

**Sec. 38-411. Election Signs / Free Expression Signs.**

(a) A sign whose message relates to a candidate for election, political office, or to a political party, is permitted in all zoning districts, subject to the following conditions:

1. Each sign shall have a maximum height of forty-eight (48) inches from the ground and a maximum width of ninety-six (96) inches, including the support structure.
2. Such signs shall be set back at least fifteen (15) feet from the road right-of-way. Permission to locate such signs on private property shall be obtained from the owner or occupant of the property on which such signs are located.
Background on Optical Measurements and Calculations

Watchfire Signs has manufactured outdoor electric signs since 1932 and led signs since 1996. We have more than 50,000 led signs in operation worldwide.

Incandescent signs were commonly measured using illuminance measurements, partly because the light bulb is ideally a point source of light, illuminating equally in all directions, and illuminance meters are commonly available and inexpensive. Foot-candle measurements are made at a defined distance from the sign and the magnitude depends on the physical size of the sign.

LED signs are highly directional however, which is an advantage in an urban setting since the light can be directed more precisely to the intended audience. Luminance measurements have been used to specify LED signs by the industry. The candela per square meter (NITs) unit allows a specification that does not depend on size or viewing distance.

The study done on the sign adjacent to a residential area used actual lab measurements made on modules using an illuminance meter. These measurements and extrapolations are then scaled up to the size of the sign and the distance corrections are made using the inverse square law.

Watchfire adopted brightness standards set forth by both the ISA (International Sign Association) and OAAA (Outdoor Advertising Association of America). The standards used are based on the studies of Dr. Lewin and the IESNA (Illuminating Engineering Society of North America).

Below is a list of some of the measurement equipment used by Watchfire engineers.

**Equipment used by Watchfire engineers to make lighting measurements:**
- Foot-candles/Lux - Minolta Illuminance Meter T-10
- NITs/candela/sq. m – Minolta Luminance Meter LS-100
- Sign Calibration – Minolta CS-1000 Spectra radiometer
SIGN LIGHTING STUDY

Sign Details

Size: 14x48 Digital Billboard
Location: 7202 Whitmore Lake Road

Light measurements are completed in foot-candles. A foot-candle is the amount of light produced by a single candle when measured from 1 foot away. For reference, a 100-watt light bulb produces 137 foot-candles at 1 foot away, .0548 foot-candles at 50 feet and .0137 foot-candles at 100 feet.

The table represents the total increase in ambient light produced by the sign under normal or typical operation at night. The ambient light increases will be less than shown in the chart since they fail to consider any objects blocking the line of site to the sign. Obstructions such as trees would further reduce real world overall ambient light increases. In addition to obstructions any existing light within the viewing cone will further diminish any light increase.

<table>
<thead>
<tr>
<th></th>
<th>0 degrees</th>
<th>20 degrees</th>
<th>40 degrees</th>
<th>60 degrees</th>
<th>90 degrees</th>
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<tbody>
<tr>
<td>100'</td>
<td>0.5110</td>
<td>0.4216</td>
<td>0.2846</td>
<td>0.1288</td>
<td>0.0256</td>
</tr>
<tr>
<td>200'</td>
<td>0.1278</td>
<td>0.1054</td>
<td>0.0712</td>
<td>0.0322</td>
<td>0.0064</td>
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<tr>
<td>300'</td>
<td>0.0568</td>
<td>0.0468</td>
<td>0.0316</td>
<td>0.0143</td>
<td>0.0028</td>
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<tr>
<td>400'</td>
<td>0.0319</td>
<td>0.0264</td>
<td>0.0178</td>
<td>0.0080</td>
<td>0.0016</td>
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<tr>
<td>500'</td>
<td>0.0204</td>
<td>0.0169</td>
<td>0.0114</td>
<td>0.0052</td>
<td>0.0010</td>
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</tbody>
</table>

Light values in foot-candles at night under typical operation
Conclusion

Given the above comparisons and measurements, the area will see an almost undetectable difference in ambient light after installation of a billboard. Ambient light levels are more heavily impacted by street, building, and landscape lights than the increases produced by a billboard.

Ray Digby

office 800-637-2645 x3006  Fax 217-442-1020
ray.digby@watchfiresigns.com
Dear Green Oak ZBA,

My name is Peter Greenfield, and I own and live on the commercial property at 7100 Bishop Rd. in Brighton, MI. Crossroads Outdoor LLC has brought it to my attention that they have applied for and have subsequently been denied a building permit for an LED advertising sign across Hwy 23 from my property. As it has been explained to me, the sole reason for the denial is that my house happens to reside just inside the 1000’ spacing buffer required for billboards in relation to residences even when they are on commercial or industrial zoned properties.

Due to distance, topography and existing vegetation, the sign will have no negative impact on my residence or property, visually or otherwise. Please consider this letter as a formal statement that I am fully accepting and agreeable to the placement of the new billboard proposed by Crossroads Outdoor, and I approve the motion from the ZBA to grant a variance.

Best regards,

Peter Greenfield
ZONING COMPLIANCE

Property Owner: Ronald Allen  
Date: October 20, 2017  
Address: 6228 Mirror Lake Dr., Brighton, MI 48116  
Property ID: 4716-05-202-007  
Permit Request: 2nd Detached accessory building

PROJECT DESCRIPTION:
The applicant is requesting a permit to construct a leave the existing 120 SF shed. The subject site is .220 acres in size, zoned LA, Single Family and located south of Grand River east of US-23 in the Lake View Acres.

LA Setbacks

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
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<tr>
<td>Waterfront</td>
<td>30 feet</td>
</tr>
<tr>
<td>Front</td>
<td>30 feet</td>
</tr>
<tr>
<td>Rear</td>
<td>30 feet</td>
</tr>
<tr>
<td>Sides</td>
<td>7 feet</td>
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Ordinance Number: 38-171 Accessory Building, Structure and Uses

<table>
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<tr>
<th>Required</th>
<th>Proposed</th>
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<tr>
<td>Setbacks - Waterfront</td>
<td>Shed does not encroach upon required setbacks</td>
</tr>
<tr>
<td>Detached accessory buildings and structures shall not encroach upon required waterfront yard setbacks on waterfront lots, except in the following circumstances:</td>
<td></td>
</tr>
<tr>
<td>* Boat lifts/hoists may be located anywhere within a required waterfront yard setback.</td>
<td></td>
</tr>
<tr>
<td>* No greater than one utility shed or similar structure, not to exceed one hundred (100) square feet in area, may encroach up to twenty (20) feet into the required waterfront yard setback.</td>
<td></td>
</tr>
<tr>
<td>Front</td>
<td>Nct applicable</td>
</tr>
<tr>
<td>Detached accessory buildings shall not be allowed in the front yard except for lots bordering on water.</td>
<td></td>
</tr>
<tr>
<td>Rear</td>
<td>10 feet</td>
</tr>
<tr>
<td>5 feet (see waterfront requirements)</td>
<td></td>
</tr>
<tr>
<td>Sides</td>
<td>More than 5 feet</td>
</tr>
<tr>
<td>5 feet</td>
<td></td>
</tr>
<tr>
<td>Number of buildings</td>
<td></td>
</tr>
<tr>
<td>For less than 10 acres 1 accessory building allowed</td>
<td>Two detached building</td>
</tr>
<tr>
<td>Building Height</td>
<td></td>
</tr>
<tr>
<td>For lots or parcels with a net lot area less than one (1) acre, accessory buildings shall not exceed fourteen (14) feet in height.</td>
<td>12 feet in height</td>
</tr>
<tr>
<td>Easements</td>
<td></td>
</tr>
<tr>
<td>Shall not be located in or on any utility or private road easement.</td>
<td>Shed is not located in an easement</td>
</tr>
<tr>
<td>Building size</td>
<td>A detached accessory building to a residential</td>
</tr>
</tbody>
</table>
| Building may occupy not more than 25 percent of a required rear yard and/or 20 percent of any non-required rear yard. On parcels up to and including two (2) acres the accessory building shall not exceed fifty (50%) percent of the gross floor area of the principal building. | Home = 1404 sq. feet  
Total accessory Building =  
573 sq. feet  
Shed 120 sq ft |
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<tr>
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<tbody>
<tr>
<td><strong>Maximum lot coverage</strong></td>
<td><strong>30% maximum lot coverage</strong></td>
</tr>
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</table>

Note: 38-171 (8) Buildings erected as garages or accessory buildings shall not be occupied for dwelling purposes.

Application does not meet zoning compliance

Debra McKenzie,  
Zoning Administrator,  
810 231-1333 ext 104
**Green Oak Charter Township**

10001 SILVER LAKE ROAD  
BRIGHTON MI 48118  

**Application for Land Use**

### I. PROJECT INFORMATION

<table>
<thead>
<tr>
<th>PROPERTY OWNER</th>
<th>ADDRESS</th>
<th>ZIP CODE</th>
<th>PHONE NUMBER</th>
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<tbody>
<tr>
<td>Ronald Allen</td>
<td>6028 Mirror Lake</td>
<td>48116</td>
<td>810-360-0928</td>
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<table>
<thead>
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<th>CITY/STATE</th>
<th>ADDRESS</th>
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<table>
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<tr>
<th>JOB ADDRESS</th>
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<th>SUBDIVISION</th>
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<tr>
<td></td>
<td>4116-05-202-007</td>
<td>Lot 7</td>
<td>Lake View Acres</td>
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<table>
<thead>
<tr>
<th>SIGNATURE</th>
<th>DATE</th>
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<tbody>
<tr>
<td>Ronald W. Allen</td>
<td>10-10-2017</td>
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### II. TYPE OF IMPROVEMENT

<table>
<thead>
<tr>
<th>ADDRESS</th>
<th>SHED &lt; 200 SF</th>
<th>TREE REMOVAL</th>
<th>OTHER</th>
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<tbody>
<tr>
<td>FENCE</td>
<td>RE-CONTOURING OF LAND</td>
<td>GRADING</td>
<td></td>
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</tbody>
</table>

### III. INFORMATION REQUIRED

Two copies of a drawing, drawn to scale, showing the following:

1. Location, shape, area and dimensions for the lot or acreage.
2. Location of the proposed construction, alteration or repair upon the lot or acreage affected, along with existing structures, wells and disposal systems.
3. Dimensions, height, bulk of structures and setback lines.
4. Nature of the proposed construction, alteration or repair and the intended uses.
5. Present use being made of any existing structure affected and any proposed change in the use thereof.
6. Show ownership of property affected by the permit.

### IV. INSPECTION REQUIRED

Inspection to be scheduled by:

1. Date which job will be completed: ___________________________ DATE
2. Schedule final inspection for: ___________________________ DATE

### ZONING ADMINISTRATOR APPROVAL:

<table>
<thead>
<tr>
<th>DATE:</th>
</tr>
</thead>
</table>
GREEN OAK CHARTER TOWNSHIP
PLANNING AND ZONING DEPARTMENT
10001 Silver Lake Road, Brighton MI 48116
Phone: 810-231-1333 ext.104  Fax: 810-231-5080

ZONING BOARD OF APPEALS
APPLICATION

DATE: NOV. 21
CASE NUMBER: Office will fill in

INSTRUCTIONS:

Prior to any appeal being filed with the Green Oak Charter Township Zoning Board of Appeals (ZBA), an applicant must have first applied for a building permit from the Green Oak Charter Township Building Department. The building permit must have had an administrative review conducted by a designated Building and Zoning Official and subsequently be denied if it is to be later considered by the Zoning Board of Appeals. This denial must be obtained in writing and copies submitted with the appeal application form, in no event should the denial letter be older than 30 days after the date of the decision from which the appeal is taken. The ZBA appeal application costs are not refundable.

If an appeal is filed with the ZBA, the following application form and a site layout must be completed. ELEVEN COPIES of the application, site layout and any additional pages or documents that the applicant desires the ZBA to consider must be provided prior to the application form being accepted by the Zoning Administrator. All appeals must be filed by noon the third Wednesday (one month prior) to the scheduled meeting date, in order to be considered for that month’s meeting. There is a limit of five cases per monthly agenda, and applications are taken in order of submission. If more than five applications are received, the additional applications will be scheduled for the following meeting. The applicant or authorized representative must appear in person on their scheduled date. If an authorized representative is designated, the applicant must designate their authority in writing prior to the ZBA hearing being conducted. All costs exceeding the application fee are the responsibility of the applicant and must be paid in full prior to any building permits being issued.

All property owners and occupants within 300 feet of the petitioner’s property will be notified by first class mail not less than 15 days prior to the public hearing.

While there is not a prescribed method to a presentation to the ZBA, the applicant should be prepared to provide all available proofs, documents, evidence, etcetera to support their request for a variance at the time of the
Criteria for a Dimensional Variance

Please respond to the following statements. The application must meet all criteria in order to obtain a variance. 38-95 (8)

What are the exceptional or extraordinary circumstances or conditions applicable to the property involved that do not apply generally to other properties in the same district or zone

*Cannot remove the shed it can't be seen by other neighbors beside one.*

Such variance is necessary for the preservation and enjoyment of a substantial property right possessed by other property in the same zone and vicinity. The possibility of increased financial return shall not of itself be deemed sufficient to warrant a variance.

*Shed is too heavy to move.*

The granting of such variance or modification will not be materially detrimental to the public welfare or materially injurious to the property or improvements in such zone or district in which the property is located.

*Keeping the shed does not affect neighbors.*

The granting of such variance will not adversely affect the purpose or objectives of the master plan of the township.

*Keeping the shed does not affect master plan.*

The condition or situation of the specific piece of property, or the intended use of such property, for which the variance is sought is not of so general or recurrent a nature

*Can not get shed past house.*
hearing. Witnesses and/or any other tangible evidence to support the validity of the request for variance will be accepted and considered by the ZBA.

**Applicant Information**

Name: Ronald W. Allen
Address: 6238 Mirror Lake
City/State/Zip: Brighton, Mich., 48116
Phone: 810-360-0928  Fax:

**Property Owner Information**

Name: Ronald W. Allen
Address: 6238 Mirror Lake
City/State/Zip: Brighton, Mich., 48116
Phone: 810-360-0928  Fax:

Location of Property for which the variance requested
Address: 6238 Mirror Lake
Cross Streets
Tax Identification #: 4716 05202 007 Information available from the Green Oak Charter Township Assessing Dept.
Zoning District
Lot Size/Acreage: 0.27
Current Use: Residential

Variance Request: 38-171

Total Number of Variances Requested: 1

List the applicable Code Section Name, Section Number, and Subsection to be considered by the ZBA. 38-171
This information is contained in the Green Oak Charter Township Zoning Code Book

Describe Request: To be allow to keep shed on property
<table>
<thead>
<tr>
<th>Address 1</th>
<th>Address 2</th>
<th>Address 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>4716-05-200-005</td>
<td>4716-05-201-029</td>
<td>4716-05-201-030</td>
</tr>
<tr>
<td>THE DETROIT EDISON COMPANY PROPERTY TAX</td>
<td>TREMBRATH, CAROL</td>
<td>CLEVELAND, MATTHEW &amp; LAURA</td>
</tr>
<tr>
<td>P.O BOX 33017</td>
<td>6175 KINNON DR</td>
<td>6193 KINNON DR</td>
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<td>DETROIT MI 48232</td>
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<td>Company/Individual</td>
<td>Address</td>
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<td>TRAPP, SPENCER &amp; LAUREN</td>
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</table>

Proportunities for address
4716-05-200-005
THE DETROIT EDISON COMPANY
PROPERTY TAX
KINYON DR
BRIGHTON MI 48116

4716-05-200-005
CHOPP, LARRY A & MARION D
6205 KINYON DR
BRIGHTON MI 48116

4716-05-200-005
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BRIGHTON MI 48116

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4716-05-201-093
SKRENT, JERRY & JANE
6195 KINYON DR
BRIGHTON MI 48116

4716-05-202-007
ALLEN, RONALD & VANCOUPE, TRICIA
6228 MIRROR LAKE DR
BRIGHTON MI 48116

4716-05-202-009
HERREN, RICHARD
6248 MIRROR LAKE DR
BRIGHTON MI 48116

4716-05-202-011
BRUSH, NIKOLAS & CATHY
6262 GLENWOOD DR
BRIGHTON MI 48116

4716-05-202-016
CARLESENO, JOSEPHINE
6210 KINYON DR
BRIGHTON MI 48116

4716-05-202-041
ARTISAN BUILDERS CO
6216 MIRROR LAKE DR
BRIGHTON MI 48116

4716-05-202-043
RICHMOND, ROBERT & MARY
6160 KINYON DR
BRIGHTON MI 48116

4716-05-202-046
FELDER, BRADLEY D
6212 KINYON DR
BRIGHTON MI 48116

4716-05-202-048
DRAZGA, MICHAEL E
6196 KINYON DR
BRIGHTON MI 48116

4716-05-203-001
TRAPP, SPENCER & LAUREN
9717 BROOKFIELD DR
BRIGHTON MI 48116
Roll Call: Wendy Hoover
Adele Neindorf, Alternate
Sarah Pearsall
Jim Tuthill
Deborah Yu
Joe Weinburger

Absent: Deborah Yu
Joe Weinburger

Guests: 6

Also Present: Debra McKenzie, Zoning Administrator

APPROVAL OF AGENDA

Motion by Tuthill, second by Hoover
To approve the agenda as presented.

Voice Vote: Ayes: Unanimous
Nays: None

MOTION APPROVED

1. ZBA Case 07-2017, Parcel #4716-04-203-254 located at 6526 Edgewood Drive, Brighton MI 48116. Request a variance from Section 38-171 to allow a property to have two sheds.

Representing ZBA Case 07-2017: Danny & Donna Threet

Ms. Threet explained they would like to build a second out building. They purchased the lot 138 which adjoined their property in order to prevent further legal problems. They had some legal problems since the grinder pump was located on that lot. They would be entitled to build an outbuilding on lot 138 if they tore down the outbuilding on lot 139. It causes a great hardship because of the topography between lot 138 and 139 due to a 16’ drop. The only other access would be to take their equipment down the road which is hilly. They are requesting a 2nd outbuilding so that they can safely maintain the property on 138 and maintain their other property at 139.

Mr. Tuthill stated he understood, it doesn’t look like an easy thing.
Ms. Pearsall opened the public hearing at 7:07 p.m. and closed it due to no one wishing to speak.

**Motion by Tuthill, second by Hoover**
To approve ZBA Case 08-2017 because the applicant has shown a practical difficulty and there are extraordinary circumstances with the topography of the lot. The variance is necessary for the preservation and enjoyment of their property. It will not be materially detrimental to the public welfare, and not adversely affect the purpose or objectives of the Township Master Plan and it's not self-created.

**Roll Call Vote: Ayes: Unanimous**
**Nays: None**

**MOTION APPROVED**

**2. ZBA Case 08-2017, Parcel #4716-28-300-008. Located in the Upper Peninsula Club 10820 Houghton Road, Whitmore Lake, MI 48189. Request a variance from 38-494 to rebuild cottage on old footings. Non-Conforming Uses.**

Representing ZBA Case 08-2017: James Lyon

Mr. Lyon explained there was an existing cottage that was destroyed by a fallen tree. He got bad advice from people who told him he didn’t have to have a permit to re-build the building on the existing foundation, if he stayed within the original footprint. The had been building for 4 months once it got red tagged. He immediately started working with the Township. He explained it was originally built in 1941 and added onto in 1968. According to Livingston County there was no record of a record septic system. The cottage is a little smaller than the original because it doesn’t have the addition on it. The variance would create the official record since there were none. It is a one-bedroom cottage.

Ms. Hoover confirmed the cottage is now smaller. Mr. Lyon stated yes. There will be a new septic and well. The Health Department did a perk test and he has a contractor doing the septic system. Mr. Lyon stated he thought he was preparing an existing building, he fully admitted he made a mistake as far as not getting a permit. The cottages can only be sold to another member of the Upper Peninsula Club who is in good standing.

Ms. Pearsall opened the public hearing at 7:17 p.m. and closed it due to no one wishing to comment.

**Motion by Pearsall, second by Neindorf**
To approve a variance to Section 38-494 of the Zoning Ordinance to permit a newly-constructed, nonconforming structure to remain, subject to the following conditions:
1. Applicant shall apply for all necessary permits within five (5) business days from today, including, but not limited to, all building, electrical and mechanical permits.

2. The applicant shall pay double the permit applications fees for all after-the-fact permits.

3. The Township shall inspect the structure for compliance with all applicable codes.

4. Applicant shall not be permitted to occupy the structure until such time as all final inspections have been received, and a certificate of occupancy is issued.

5. Applicant shall permit the Township Assessor to enter the property and the structures to take photographs and measurements for assessment purposes, as necessary.

6. Applicant shall obtain all other permits required from other governmental agencies, including, but not limited to, the Livingston County Health Department.

7. Applicant is prohibited from erecting or applying for any further expansion of the structure or any other accessory structures on the property.

It will not be detrimental to the Township’s Master Plan.

Roll Call Vote: Ayes: Unanimous
Nays: None

MOTION APPROVED

NEW BUSINESS – None

OLD BUSINESS - None

APPROVAL OF THE Meeting Minutes

Motion by Hoover, second by Tuthill
To approve the minutes of July 18, 2017 as presented.

Voice Vote: Ayes: Unanimous
Nays: None

MOTION APPROVED

CORRESPONDENCE - None

CALL TO THE PUBLIC - None

ADJOURNMENT

The Zoning Board of Appeals meeting was adjourned at 7:19 p.m. due to no further business.
Respectfully Submitted,

Kellie Angelosanto

Kellie Angelosanto
Recording Secretary
AGENDA

Regular Meeting
Tuesday, November 21, 2017
7:00 p.m.

1. Call to Order
2. The Pledge to the Flag
3. Roll Call of the Board
4. Approval of the Agenda
5. ZBA Case 09-2017, Parcel # 4716-08-100-022, Located at 7202 Whitmore Lake Road, Brighton MI 48116. Request a variance from Sec. 38-409. Billboards; Setback to allow for a Billboard to be closer than the required 1000 feet from any residentially used or zoned property.
   a. Applicant’s Presentation of the Case – maximum of ten minutes
   b. Board members may question the Applicant
   c. Open Public Hearing – a maximum of three minutes shall be allotted to individuals, and a maximum of five minutes to a group representative
   d. Close Public Hearing
   e. Rebuttal by Applicant – a maximum of two minutes allotted
   f. Decision of the ZBA
   a. Applicant’s Presentation of the Case – maximum of ten minutes
   b. Board members may question the Applicant
   c. Open Public Hearing – a maximum of three minutes shall be allotted to individuals, and a maximum of five minutes to a group representative
   d. Close Public Hearing
   e. Rebuttal by Applicant – a maximum of two minutes allotted
   f. Decision of the ZBA
6. New Business
7. Old Business
8. Approval of September 19, 2017 Meeting Minutes
9. Correspondence
10. Call to the Public – maximum of three minutes shall be allotted to individuals, and a maximum of five minutes to a group representative
11. Adjournment

November 13, 2017
Roll Call:  Wendy Hoover  
Jim Tuthill  
Joe Weinburger  

Absent:  Deborah Yu  
Sarah Pearsall  

Guests:   4  

Also Present:  Debra McKenzie, Zoning Administrator  

APPROVAL OF AGENDZA  

Motion by Tuthill, second by Hoover  
To approve the agenda as presented.  

Voice Vote:  Ayes: Unanimous  
Nays: None  

MOTION APPROVED  

1.  ZBA Case 09-2017, Parcel #4716-08-100-022, Located at 7202 Whitmore Lake Road, Brighton MI 48116.  Request a variance from Section 38-409 Billboards; Setback to allow for a Billboard to be closer than the required 1000 feet from any residentially used or zoned property.  

Representing ZBA Case 09-2017:  Tony Lockridge  
Justin Hill  

Mr. Lockridge explained they are working with a local company in Michigan to help them obtain a location in the township. They read the code and they submitted the application assuming they met all of the regulations of the code. They have built 2500 of these signs in the history of their company. They were surprised there was a hidden residence on the property. They reached out to the land owner and the response was that the sign will not be an issue whatsoever and a letter was provided stating that.  

Mr. Lockridge explained a lighting study was completed to ensure they meet the lamp rules for light. They meet the threshold before even getting over the roadway. The light from a gas station is about 15 x’s more than this project. Everywhere around their property is commercial. They looked at the other billboard nearby and they spoke with the residences there that are 1000 feet away. Mr. Hill stated the resident by the test
billboard has no issue with this site, in the test case all the factors with the residents was taken into consideration.

Mr. Lockridge stated if this site was permitted, theirs has zero residential area as close as the other sign where there are 9 properties within 1000 feet. They feel very strongly this should be an easy hardship situation. He noted they are 1300’ from the nearest residential district.

Mr. Hill commented that they created 1000 buffer ring around the billboard and the residential properties are well away from the 1000 ft. area and facing the other direction. The other sign was approved and there were no variances given.

Mr. Lockridge explained the billboard will tie into amber alerts and do community messages. They would be very excited to have the opportunity to do business here.

Mr. Hill stated the hardship is that there are no properties anywhere along the permitted zone that is legal, this is the only one that appeared legal except for the single residence, it is on a commercially zoned property and the setback so far away from their site and the homeowner had no issue. The properties to the west should not be in consideration because they are so far away.

Ms. Hoover confirmed it could be used for residential down the road if it’s rezoned.

Mr. Weinburger does not meet the 1000 setback from a residential use or district.

Mr. Weinburger opened the public hearing at 7:25 p.m. and closed it due to no one wishing to speak.

Mr. Hill stated the practical difficulty is being able to exercise the same commercial expression on a digital billboard sign which the township changed the code to permit it in this zone. There is not a single legal property that they can enact that provision on except for this one with the single residential use on the property and the inability to enact commercial expression.

**Motion by Hoover, second by Tuthill**

To approve ZBA Case 09-2017, Parcel #4716-08-100-022, Located at 7202 Whitmore Lake Road, Brighton MI 48116 for the variance from Section 38-409 Billboards, the established 1000 foot setback distance is intended to protect the residential property from nuisance associated with the billboard light pollution. The applicant has shown a practical difficulty for the following reasons:

1. This the only location in the township that this billboard can go with the least amount of nuisance to the other residential properties
2. The only issue with the setbacks is the single residential home that is located across the freeway and not affected by this billboard.
There are exceptional or extraordinary circumstances or conditions applicable to the property that do not generally apply to other properties in the area or district. This property meets the minimum size requirements for development in the L1 district, other immediate adjacent properties in the same district in the same or similar dimensions have been developed for permitted uses in the L-1 district.

The variance is necessary for the preservation and enjoyment of a substantial property right possessed by other property in the same district or surrounding area.

The granting of the variance to allow the installation of a billboard would not be detrimental to the public welfare or materially injurious to the property in the zone in which the subject property is located. Also, the one resident did express his approval for the project and the granting of the variance will not adversely affect the purpose or objectives of the Township’s Master Plan. The practical difficulty is not self-created.

Roll Call Vote: Ayes: Hoover, Tuthill, Weinburger
Nays: None

MOTION APPROVED


Ronald Allen
Trisha Van Camp

Mr. Allen explained a year ago he bought a house and there was a storage shed behind the house, since then he built a garage. He was told he can’t have two outbuildings. Since he built the garage the shed won’t fit through, so he has no way of getting rid of it. He explained the shed can’t be seen from the road. Ms. Van Camp explained when the permits were pulled for building the garage the builder mis-informed them.

Ms. Van Camp stated there are homes in the community that have two outbuildings, their neighbors on either side have no issues with the shed.

Mr. Allen stated he didn’t know how to get the out of there, that is his practical difficulty.

Mr. Weinburger stated that they are only allowed one out building and they can take the shed apart and remove it, so there is no practical difficulty.

Ms. McKenzie explained the building permit states the shed will be taken down. Mr. Allen stated he didn’t ever see a permit.
Mr. Weinburger explained since the permit does say they have to remove the shed it will need to be removed. Mr. Weinburger stated he doesn’t even see a case for the ZBA. He suggested they could move the shed up and attach it to the garage and that would be ok, but if they can't do that it has to be removed.

There was no action taken on this case since it is noted on the building permit that the shed needs to be removed.

**NEW BUSINESS** – None

**OLD BUSINESS** - None

**APPROVAL OF THE MEETING MINUTES**

Motion by Hoover, second by Tuthill
To approve the minutes of September 19, 2017 as presented.

Voice Vote: Ayes: Unanimous
Nays: None

**MOTION APPROVED**

**CORRESPONDENCE** - None

**CALL TO THE PUBLIC** - None

**ADJOURNMENT**

The Zoning Board of Appeals meeting was adjourned at 7:43 p.m. due to no further business.

Respectfully Submitted,

Kellie Angelosanto

Kellie Angelosanto

Recording Secretary