

Duplicate Original

STATE OF MICHIGAN  
COUNTY OF LIVINGSTON  
TOWNSHIP OF GENOA

STONE EDGE POINTE PLANNED UNIT DEVELOPMENT AGREEMENT

THIS PLANNED UNIT DEVELOPMENT AGREEMENT is made and entered into on this \_\_\_\_ day of February, 2000, by ADLER ENTERPRISES COMPANY, L.L.C., 719 E. Grand River Avenue, Brighton, Michigan 48116 (referred to as "Owner") and the TOWNSHIP OF GENOA, a Michigan General Law Township, 2911 Dorr Road, Brighton, Michigan 48116 (referred to as the "Township").

**RECITATIONS:**

The Owner possesses fee title to certain real property situated in the Township of Genoa, County of Livingston, State of Michigan, more particularly described on attached Schedule A (referred to as the "Property").

The Owner has submitted a proposal for a site plan for the future development of the Property. The Township has reviewed and revised such plan.

The Township Planning Commission and Township Board, in strict compliance with the Township Zoning Ordinance and with Act 184 of the Public Acts of 1943, as amended, reclassified the Property as Residential Planned Unit Development District, finding that such reclassification properly achieved the purposes of Article 10 of the Genoa Township Zoning Ordinance, including the encouragement of innovation in land use, the preservation of open space, the promotion of efficient provision of public services and utilities, the reduction of adverse traffic impacts, and the provision of adequate housing and employment.

The Township has found and concluded that the uses and future development plans and conditions shown on the approved PUD Site Plan, attached as Schedule B ("PUD Plan"), are reasonable and promote the public health, safety and welfare of the Township, and that they are consistent with the plans and objectives of the Township and consistent with surrounding uses of land.

NOW, THEREFORE, OWNER AND TOWNSHIP, in consideration of the mutual promises contained in this Agreement, AGREE AS FOLLOWS:

ARTICLE I. GENERAL TERMS OF AGREEMENT

- 1.1 The Township and the Owner acknowledge and represent that the recitations set forth above are true, accurate and binding.
- 1.2 The Township acknowledges and represents that this Agreement may be relied upon for future land use and development of the Property by Owner and Owner's assigns and successors in interest.
- 1.3 The PUD Plan, attached as Schedule B, has been duly approved by the Township in accordance with all applicable Township ordinances, and depicts the land uses which will be permitted and which may be developed on the Property.

1.4 The PUD Plan complies with the Township Zoning Ordinance requirements, except as specifically provided otherwise within this Agreement.

1.5 The PUD Plan identifies the location and configuration of the authorized land uses that may be developed on the Property.

1.6 In those instances in which the Owner desires to obtain a modification of the PUD Plan, the Township shall review the proposed change for the purpose of determining whether the change would have a material adverse impact upon surrounding land uses, services, transportation systems and/or facilities, and if such adverse impact would result, the Township may deny or impose mitigating conditions upon the proposed modification.

1.7 This Agreement, including the uses approved on the PUD Plan, are for the benefit of the Property, and shall run with the Property, and shall bind and inure to the benefit of the heirs, successors, assigns and transferees of the parties to this Agreement.

## **ARTICLE II. LAND USE AUTHORIZATION AND STANDARDS**

2.1 The Planned Unit Development as set forth on the PUD Plan reflects the change in the zoning for the Property from Rural Residential to medium density residential (**MDR**) consisting of the following use:

Not more than 74 attached condominium units consisting of thirty seven (37), two (2) unit buildings with not less than one (1) side entry garage and one (1) front entry garage in each two unit building, and

Not more than 124 residential apartments.

2.2 The number of residential units and other components permitted on the Property are as follows:

**MDR/Medium Density Residential District** – 124 residential apartment units and 74 condominium duplex units, a clubhouse including an inground swimming pool.

2.3 Approved setbacks for the land uses are:

### **CONDOMINIUM DUPLEX UNITS**

<u>Perimeter Setback</u>	<u>Front Setback</u>	<u>Setback Between Buildings</u>	<u>Wetlands Setback</u>
Min. 100 ft.*	Min. 20 ft. from back of sidewalk to front of building.	Min. 30 ft.	Min. 25 ft.

### **APARTMENT UNITS**

<u>Perimeter Setback</u>	<u>Front Setback</u>	<u>Setback Between Buildings</u>	<u>Setback from Parking Area</u>	<u>Rear Setback</u>	<u>Wetlands Setback</u>
Min. 75ft.	20ft. from back of sidewalk to front of building	Min. 30ft.	Min. 20ft.	Min. 25ft.	Min. 25ft.

\* Excepting Building 25 as designated on the PUD Plan shall have a perimeter setback of not less than 65ft. and Buildings 32 and 33 as designated on the PUD Plan shall have a perimeter setback of not less than 75ft.

### **ARTICLE III. OFF-SITE TRANSPORTATION IMPROVEMENTS**

3.1 The Owner at its expense and subject to the approval from the Michigan Department of Transportation and the Livingston County Road Commission may be required to improve the intersection of Lawson Drive and Grand River Avenue as follows: (i) Lawson Drive will be improved to accommodate three lanes of vehicular traffic which shall include one separate right turn lane and one separate left turn lane; (ii) The Grand River Avenue intersection with Lawson Drive shall include an acceleration lane for vehicles exiting Lawson Drive and a de-acceleration lane for vehicles entering Lawson Drive; (iii) at the north terminus of Lawson Drive a radial cul-de-sac will be constructed by Owner within the public right-of-way.

3.2 The Owner and/or its successor in title will be required at a future date to permit a reciprocal easement, satisfactory to the Township Board, for a connection road between the Stone Edge Pointe Planned Unit Development and the adjoining property located to the west, to allow ingress and egress from and to the Development from both Grand River Avenue and Latson Road.

### **ARTICLE IV. INTERNAL ROAD NETWORK**

4.1 The internal system of vehicular thoroughfares will be established throughout the development as shown on the PUD Plan.

4.2 The internal roads within the development are private roads and shall be maintained pursuant to the terms of a separate written agreement between the Property owner's association for the attached condominium units and the management company for the apartments.

4.3 The internal roads are 27 feet measured from back of curb to back of curb, excepting in the area provided with a landscaped boulevard in which the roadways on either side of the boulevard are 18 feet measured from back of curb to back of curb.

### **ARTICLE V. DRAINAGE**

5.1 The system of drainage on the Property within the development, including drainage sedimentation and detention, as applicable, is coordinated throughout the development and has been approved by the Township and its engineering consultants.

5.2 The drainage system shall be maintained pursuant to the terms of a separate written agreement between the Property owner's association for the attached condominium units and the management company for the apartments.

### **ARTICLE VI. SITE IMPROVEMENTS**

6.1 The site improvements upon the Property have been created to accomplish the objective of providing accommodations for vehicular traffic, parking, and pedestrian traffic as depicted upon the PUD Plan.

6.2 All pedestrian walkways to be constructed within the residential portion of the development shall be 5 feet wide and constructed of concrete. The walkways in the open space area shall be of a pervious surface, but not asphalt and/or concrete.

6.3 The development is serviced with underground utilities, including electrical, natural gas, telephone, and cable television, providing utility services to all buildings within the development with easements reserved to the utility providers for repair, maintenance and improvements.

6.4 Site lighting has been provided within the development as depicted on the PUD Plan. Maintenance of the lighting including poles, stanchions and illumination devices is set forth in a separate written agreement between the Property owner's association for the attached condominium units, and the management company for the apartments, and providing for equal sharing of expenses for all site lighting located along and within the roadways along the boulevard and further providing that units within the condominium duplex units shall be responsible for site lighting within that district, and the apartment management company being responsible for the site lighting within the apartment unit area.

6.5 The club house, inground swimming pool and open play area servicing the apartments within the apartment units, as depicted on the PUD Plan, shall be maintained, repaired and improved in accordance with the terms and conditions of a separate written agreement between the apartment management company and the Owner.

6.6 Gazebos have been constructed throughout the development as depicted upon the PUD Plan. Maintenance of the gazebos is set forth in a separate written agreement between the Property owner's association for the attached condominium units and the management company for the apartments.

#### **ARTICLE VII. LANDSCAPING**

7.1 The landscaping shall be planted as designated on the PUD Plan and as required by the Township. Maintenance of landscaping is set forth in a separate written agreement between the Property owner's association for the attached condominium units and the management company for the apartments.

#### **ARTICLE VIII. UTILITIES**

8.1 Public sanitary sewer and public water are provided to the development by the Township and/or the responsible governmental authority.

8.2 Owner shall provide and dedicate easements to the Township and/or the responsible governmental authority to allow for ingress, egress maintenance, repair and improvements of the public sanitary and public water systems.

8.3 Owner shall construct the infrastructure required by the Township and the Township's consulting engineers to connect the property to the public sanitary system and the public water system.

8.4 The Township has water supply capacity and sewage disposal capacity as well as the capacity necessary to provide public sanitary and public water to the pool, clubhouse and water for open space irrigation. The cost of water supply to be paid by Owner shall be \$3,000.00 for each residential equivalent unit (R.E.U) as determined by the Township. The cost of wastewater disposal service to be paid by Owner shall be \$3,100.00 for each residential equivalent unit (R.E.U).

8.5 Upon completion of construction of the above infrastructure and approval by the Township, the Owner shall convey the infrastructure components (the sewer, water mains and their appurtenant components) to the Township and thereafter the Township shall be responsible for maintenance, repair and replacement of the same.

#### **ARTICLE IX. SITE PRESERVATION**

9.1 The PUD Plan incorporates a Preservation Zone of open space which is as depicted on the PUD Plan. Restrictions imposed by the Owner on the open space Preservation Zone and as set forth within the Covenants, Conditions and Restrictions recorded with the Livingston County Register of Deeds provide the following restrictions on rights and usage: (i) the Preservation Zone and open space is outside of all building areas, excepting for the gazebos and five (5') foot wide walkways as depicted on the PUD Plan; (ii) the Preservation Zone and open space cannot be cleared, trimmed, mined, or have existing vegetation removed (except as needed to keep walkways and gazebos clear) unless prior approval is obtained from the appropriate governmental authority upon a showing that there is a clear and present danger to the health, safety and/or welfare of persons or property to not do so; (iii) there are no riparian rights from the Preservation Zone and open space, or from any other point within the development to Lake Chemung; and, (iv) no motor vehicles, off-road vehicles, snowmobiles, mini bikes, motorcycles, all terrain vehicles, canoes, watercraft, or floatation devices are permitted access to any wetland area within the Preservation Zone and open space area.

#### **ARTICLE X. MISCELLANEOUS**

10.1 This Agreement may not be modified, replaced, amended or terminated without the prior written consent of the Owner and the Township or their respective assigns and successors in interest. The Owner and the Township shall be entitled to modify, replace or amend this Agreement without the consent of any other person or entity, regardless of whether such person or entity now or hereafter has any interest in any part of the Property, including subsequent purchasers, or their tenants, mortgagees, or others.

10.2 In the event of any direct conflict between the terms and provisions of this Agreement (including the attached PUD Plan) and the provisions of the Zoning Ordinance, or other township ordinances, rules or regulations, the provisions of this Agreement shall control.

10.3 The undersigned parties acknowledge that the conditions imposed are reasonable conditions necessary to ensure that public services and facilities affected by the land use or activity will be capable of accommodating increased service and facility loads caused by the land use or activity, to protect the natural environment and conserve natural resources and energy, to ensure compatibility with adjacent uses of land, and to promote the use of land in a socially and economically desirable manner.

APPROVED by Owner on this 11th day of February, 2000.

WITNESSES:

OWNER:

ADLER ENTERPRISES COMPANY, L.L.C.

By: Tom Adler, Member

Paula K. Hepp  
Paula K. Hepp  
Kenneth E. Burchfield  
Kenneth E. Burchfield

On this 11th day of February, 2000, before me, a notary public in and for Livingston County, personally appeared Adler Enterprises Company, L.L.C. by Tom Adler, Member, known to be the person(s) described in and who executed the Planned Unit Development Agreement, set forth above, and who acknowledged the same to be of his free act and deed.

Kenneth E. Burchfield  
Kenneth E. Burchfield, Notary Public  
Livingston County, Michigan  
My Commission Expires: 01/10/02

APPROVED BY THE TOWNSHIP BOARD FOR THE TOWNSHIP OF GENOA on the \_\_\_\_ day of February, 2000, at a meeting duly called and held.

WITNESSES:

TOWNSHIP OF GENOA:

By: Robert R. Murray, Supervisor

By: Paulette A. Skolarus, Clerk

On this \_\_\_\_ day of February, 2000 before me, a notary public in and for Livingston County, personally appeared Robert R. Murray and Paulette A. Skolarus to me known to be the Supervisor and Clerk, respectively, who were duly authorized by the Genoa Township Board to sign this Agreement on behalf of Genoa Township and who acknowledged the same to be their free act and deed.

Notary Public  
Livingston County, Michigan  
My Commission Expires:

Instrument Prepared and Drafted by:  
Kenneth E. Burchfield, Attorney at Law  
Burchfield, Park & Heddon, P.C.  
225 E Grand River, Suite 203  
Brighton, MI 48116  
(810) 227-3100

SCHEDULE A

TOTAL PARCEL

Part of the Southeast 1/4 of Section 4, T2N-R5E, Genoa Township, Livingston County, Michigan, more particularly described as follows: Beginning at the South 1/4 Corner of said Section 4; thence along the North-South 1/4 line of said Section 4, N 01°50'51"E, 2890.65 feet to the Center of said Section 4; thence along the East-West 1/4 line of said Section 4 as previously surveyed and monumented, S 87°40'06"E, 1162.17 feet; thence N 02°19'54"E, 16.05 feet; thence along an existing chain link fence line, S 84°42'06"E, 140.66 feet; thence continuing along an existing chain link fence line, S 13°29'03"W, 81.90 feet; thence S 19°08'24"E, 39.61 feet; thence S 01°53'15"W, 374.11 feet (previously recorded as South) to a found iron pipe; thence along a previously surveyed and monumented line, S 88°06'46"W, 683.63 feet (previously recorded as S 86°00'00"W 686 feet); thence S 01°26'28"W, 400.04 feet to a found iron rod; thence S 01°17'41"W, 510.39 feet to a found iron pipe; thence N 87°29'24"E, 79.92 feet (previously recorded as East 78.00 feet); thence along a line 10 feet west of and parallel to the West line of "SUNRISE PARK" a subdivision as recorded in Liber 2 of Plats on Page 23 of the Livingston County Records, S 02°21'39"W, 243.95 feet; thence S 01°45'17"W, 227.42 feet to a found iron rod; thence, S 87°01'22"E, 186.47 feet (previously recorded as East 167.00 feet); thence along the West line of said "SUNRISE PARK" S 48°20'08"E, (previously recorded as S 51°35'00"E) 240.00 feet; thence continuing along said West line, S 37°37'38"E, 146.14 feet (previously recorded as S 37°34'00"E, 148.00 feet); thence continuing along said West line, S 01°42'54"W (previously recorded as South, 386.00 feet); thence N 88°17'06"W (previously recorded as West), 10.00 feet; thence along a line 10.00 feet west of and parallel to the West line of said "SUNRISE PARK", S 01°42'54"W (previously recorded as South), 241.14 feet; thence continuing along a line 10 feet west of and parallel to said "SUNRISE PARK" S 11°13'33"E, 48.86 feet; thence along the South line of said Section 4 as monumented, N 89°43'06"W, 473.99 feet; thence along the East line of Lawson Drive, N 02°12'21"W, 150.00 feet; thence along the North line of Lawson Drive, N 89°43'06"W, 150.00 feet; thence along the West line of Lawson Drive, S 02°12'21"E, 150.00 feet; thence along the South line of said Section 4, as monumented, N 89°43'06"W, 546.16 feet; to the Point of Beginning; containing 60.49 acres more or less and subject to the rights of the Public over Lawson Drive. Also subject to Sanitary Sewer Easements as recorded in Liber 1346, Page 644 of the Livingston County Records. Also subject to any other easements or restrictions of record.

Bearings were established from the Plat of "LAKEWOOD KNOLL No.2" as recorded in Liber 35 of Plats on Pages 20 and 21 of the Livingston County Records.

N 1/4 Cor. Sec. 4 T2N-R5E  
Fd. Iron rod in monument box  
SW 71.10' nail in N/S 10" Oak  
SE 74.05' nail in N/S Twin 3" Ash  
West 178.25' nail in S/S Power Pole  
East 53.10' S 1/4 Cor. Sec. 33 T3N-R5E

S 1/4 Cor. Sec. 4, T2N-R5E  
Fd. "T" iron  
N30E 4.35' Fd N/T N/S 40" Oak  
South 28.22' Fd. N/T W/S 10" Hickory  
North 88.14' Fd. N/T W/S 42" Oak  
S45E 58.88' Corner of Building