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NANCY HAVILAND  
REGISTER OF DEEDS  
LIVINGSTON COUNTY, MI.  
48843

GENOA TOWNSHIP

AUG 21 2003

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COPY

**WATERS EDGE PLANNED UNIT DEVELOPMENT AGREEMENT**

**A PLANNED UNIT DEVELOPMENT FOR THE STATE OF MICHIGAN,  
COUNTY OF LIVINGSTON, TOWNSHIP OF GENOA**

**THIS PLANNED UNIT DEVELOPMENT AGREEMENT** is made and entered into on this 20th day of May 2003, by **WATERS EDGE DEVELOPMENT GROUP, LLC** whose address is 2337 Hunter Rd., Brighton, MI 48114 hereafter referred to as "Owner" and the **TOWNSHIP OF GENOA**, a Michigan Township, whose address is 2911 Dorr Rd., Brighton, MI 48116 hereafter referred to as "Township".

**GENERAL:**

The Owner has title to real property situated in the Township of Genoa, County of Livingston, State of Michigan. Attached Schedule A is a legal description of this property and includes the Westerly 8/10 of an acre that is currently owned by the Township of Genoa.

The Owner has submitted a proposed site plan for the future development of the Property described in Schedule A.

The Township Planning Commission and the Township Board agree to reclassify the Property as a Residential Planned Unit Development District by finding that the reclassification of the Property is in compliance with the purpose of Article 10 of the Genoa Township Zoning Ordinance, and that the reclassification would encourage and allow for an innovative use of the land, preserve and enhance the natural pond central to the property, add no adverse impact to the surrounding area including traffic conditions, promote efficient use of public services and utilities, and provide upscale affordable housing in the area.

The Township has found and concluded that the site plan and conditions shown on the approved Planned Unit Development District are reasonable in promoting public health, safety and welfare of the Township, consistent with the objective of the Township to provide upscale but affordable housing, consistent with the surrounding land use and an enhancement to the looks and use of the land.

RETURN TO: The Heikkinen Law Firm, P.C.  
110 N. Michigan Avenue  
Howell, MI 48843

**THEREFORE**, considering that the Planned Unit Development District is mutually beneficial to both the Owner and the Township and complies with the purpose for which it is intended, the OWNER AND THE TOWNSHIP AGREE AS FOLLOWS:

#### **GENERAL TERMS OF AGREEMENT**

1. The Township and Owner acknowledge that the conditions and statement above are true and binding.
2. The Township and Owner acknowledge that this Agreement is intended to be binding for all future land use and development of the Property by the Owner or the Owner's assigns, heirs, or successors in interest.
3. The PUD Plan, attached as Schedule B, has been duly approved by the Township and property shows the land use, which has been approved and permitted to be developed on the Property.
4. The PUD Plan complies with the Township Zoning Ordinance requirements, except as specifically stated and depicted in this Agreement.
5. The PUD Plan lays out the exact location and footprint of all structures allowed on the Property, shows the exact enhancements to be made to the pond area, shows the layout of all impervious materials such as roads, sidewalks, and parking lots, and defines all specific land uses.
6. This PUD Plan is binding on the Township and the Owner. If the Owner requests a change or modification of this PUD Plan, the Township will review the requested change or modification and make a determination based on the Township Ordinances in effect at the time of the request and also based on the impact that the change will have on the property and surrounding area. Any adverse request may be denied but the enhancements to the Property and favorable to the Township may be submitted to the Township Board for the approval process.

#### **GENERAL LAND USE CONDITIONS**

1. The Property is being changed from a Medium Density Residential (MDR) to a Planned Unit Development (PUD) allowing for three apartment buildings and a total of 48 apartment units.
2. The number of residential apartment units allowed on the Property is a maximum of 56 units based on the size of the Property.
3. The setbacks are as follows:
  - a. 35 ft. front setback
  - b. 15 ft. side yard setback (minimum of 30 ft. both sides)
  - c. 30 ft. rear yard setback
  - d. 25 ft. shoreline setback for buildings
  - e. 25 ft. shoreline setback for parking lots
4. The Owner and its heirs or successors in interest shall preserve the pond as a natural open space.
5. Building 1 will be allowed to encroach on the open space front setback.

## DRAINAGE

1. The system of drainage on the Property will be a natural flow to the retention pond. Storm drains on the road will also outlet at the pond. The system of drainage sedimentation and retention is coordinated throughout the development and has been approved by the consulting engineers for the Township.
2. The drainage system on the Property is private and will be maintained by the Owner.

## SITE IMPROVEMENTS

1. The site improvements on the Property are intended to create a development that provides for the safety and welfare of the residents and provide adequate parking, traffic flow and walkways as shown on the PUD Plan.
2. All sidewalks are to be of hard surface material and will be 4 feet wide and will extend to Grand River Ave.
3. The property will be serviced by utilities including electric, natural gas, telephone, and cable television. All services will be provided to each building and easements will be provided for the sewer to provide proper maintenance, repair and improvements.
4. The lighting will be in the parking areas and at the building entrances. The design is designated on the PUD Plan and approved by the Township. The lighting will allow the residents to walk from the building to their cars with adequate lighting for safety. The lighting will be of decorative pole construction in the parking lots and walkways and will be mounted on the buildings. Maintenance of this lighting will be the responsibility of the Owner. The detail is designated on the site plan.
5. The Property is bordered on the south side by a dirt road owned and utilized by the Township to access the Waste Water Treatment Plant. The Township will convey the land described in attachment B to the Owner to enhance as part of the walking path accessing the Grand River walkway and to provide an improved turn-around for the Property roadway to better meet the needs of emergency vehicles.
6. The Owner agrees to give an easement to the Township to provide access to the Township Waste Water Treatment Plant vehicles through the property and to build the roadway as shown in this PUD Agreement from the Property to the Waste Water Treatment Plant. This road will provide an improved access to the treatment plant. The road shall be constructed according to the site plan and at the same time that the road into the property is constructed.

7. The Owner, designee or his assigns, agrees to perpetually maintain the portion of the road that is part of the Property and to provide for continual ease of access to the Plant.
8. The Owner will grant and convey to the Township an easement for the repair and maintenance of the underground utilities that run from Bendix Drive to the Waste Water Treatment Plant. This easement will be recorded and made part of this PUD Agreement.

### LIGHTING

1. The lighting on the property shall be consistent with the Township lighting ordinance and as shown on the approved site plans. The lighting will provide for acorn pole fixtures that provide for the minimum grid lighting required to allow visibility from the parking area to the buildings.
2. The entrance sign will have non-glaring ground lighting that provides only enough lighting to allow the sign to be read at night.
3. The pond will have fountain lighting that will be low lighting in nature to allow the fountain to be seen at night and will be enough to minimally define the parameter of the pond edge.

### LANDSCAPING

1. The landscaping shall be planted as shown on the PUD Plan and approved by the Township. The maintenance and replacement of landscaping will be the perpetual responsibility of the Owner or its heirs or successors in interest.

### UTILITIES

1. Public sewer and public water are provided to the Property by the Township or the authority designated by the Township.
2. The Owner will grant and convey easements on the property for the Township or the authority designated by the Township to allow for the ingress and egress for the maintenance, repair, or improvement of the public sewer and water system.
3. The Owner will construct and pay the cost of the infrastructure required by the Township and its consulting engineers to make the connection between the development and the public water and sewer systems.
4. The cost of the water and sewer system will be paid by the Owner on the following basis:
  - a. \$4800.00 due per unit for the sewer upon issuance of each land use permit.
  - b. \$3650.00 due per unit for the water upon issuance of each land use permit.

5. Upon completion of the infrastructure and the approval of the Township, the Owner will convey the infrastructure excluding the leads to the Township. The Township will then be responsible for the maintenance, repair, improvement and replacement of the infrastructure. The Owner and its heirs and successors in interest will be responsible for the perpetual maintenance, repair, improvement and replacement of the leads for both the water and the sewer extending from the curb to the buildings. Any warranties made by the Owner or his contractors for materials and installation shall be conveyed to the Township.

#### **PRESERVATION AND IMPROVEMENT OF THE POND**

1. The pond will be preserved as a natural open space.
2. The Owner will add boulders to the edge of the pond to preserve the edges of the pond and to deter residents from entering the pond.
3. The Owner will add an aeration system to the pond to enhance the natural beauty of the pond and to keep water movement in the pond to prevent algae build-up on the surface. This aeration system may include minimal lighting.
4. The Owner, at its discretion, may add minimal plant life that is specific to pond environments to enhance the beauty of the pond.

#### **MISCELLANEOUS**

1. The Owner and the Township agree that this PUD Agreement is in the best interest of the Owner's project to protect the natural pond conditions and to enhance the property in a manner that is compatible with the surrounding land uses.
2. The Owner and the Township agree that this PUD Agreement may be modified or replaced only upon mutual agreement of both parties and without the consent of any other person regardless of that person's interest in the Property including tenants, co-owners, and mortgages.
3. This PUD Agreement shall control over all conflicts that may arise between the various rules and regulations of the township ordinances.
4. This PUD Agreement is of mutual benefit to the Owner and the Township and is the most desired course of development of the Property consistent with the surrounding land use.

APPROVED

OWNER:

Waters Edge Development Group, L.L.C.

Mary Mitchell  
By: Mary Mitchell, Member/Manager  
Dated: MAY 20, 2003

On this 20<sup>th</sup> day of May, 2003, before me, a notary public in and for Livingston County, personally appeared

Kelly S. Miller by Mary Mitchell, Member/Manager, known to be the person 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.

Kelly J Nicholls  
KELLY J NICHOLLS  
Notary Public, Livingston County, MI  
My Commission Expires May 2, 2005

Gary McCrie  
By: Gary McCrie  
Dated: MAY 20, 2003

Paulette A Skolarus  
By: Paulette Skolarus  
Dated: MAY 20, 2003

On this 20<sup>th</sup> day of MAY, 2003, before me, a notary public in and for Livingston County, personally appeared KELLY KOLAKOWSKI by Gary McCrie and Paulette Skolarus, Genoa Township representatives, known to be the persons described in and who executed the Planned Unit Development Agreement, set forth above, and who acknowledged the same to be of their free act and deed.

Kelly Miller  
MY COMMISSION EXPIRES 3/8/06

Drafted By: Mary Mitchell  
Waters Edge Development Group, LLC  
2337 Hunter, Brighton MI 48114

## SCHEDULE A

### COMBINED PARCEL

Part of the Northeast 1/4 and part of the Southeast 1/4 of Section 13, T2N-R5E, Genoa Township, Livingston County, Michigan, more particularly described as follows: Commencing at the East 1/4 Corner of said Section 13; thence along the East line of said Section 13 (said line being the East line of Genoa Township) and the centerline of Hacker Road (66 foot wide Right of Way), S 00°20'54" W, 480.31 feet; thence along the centerline of Bendix Road (66 foot wide Right of Way), N 76°22'40" W, 702.00 feet, to the POINT OF BEGINNING of the Parcel to be described; thence continuing along said line, N 76°22'40" W, 602.45 feet; thence N 08°45'52" E (previously described as N 08°51'11" E), 208.12 feet; thence N 04°22'04" E (previously described as N 04°27'27" E), 164.15 feet; thence S 89°09'56" W (previously described as S 89°15'19" W), 107.80 feet; thence N 00°15'08" E (previously described as N 00°20'31" E), 257.58 feet; thence N 89°33'08" E, 277.01 feet; thence S 65°06'01" E, 288.83 feet; thence S 10°05'23" E, 330.87 feet; thence S 76°17'40" E, 56.30 feet; thence S 00°41'14" W, 308.75 feet; to the POINT OF BEGINNING, containing 8.28 acres, more or less, and subject to the rights of the public over the existing said Bendix Road. Also subject to any other easements or restrictions of record.

Bearings were established from a survey by Boss Engineering, Job #97376, as recorded in Liber 2484, Page 569, Livingston County Records.

### REFERENCES:

1. Survey by Boss Engineering, Job #97376, as recorded in Liber 2484, Page 569, Livingston County Records.
2. Survey by Boss Engineering, Job #86258-B, dated November 30, 1989.

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January 31, 2003 *W*

## SCHEDULE B

The Final Site Plan prepared by Boss Engineering for Waters Edge Apartments last dated May 28, 2003, is on file with the Genoa Township Clerk located at 2911 Dorr Road, Brighton, Michigan 48116.

ATTACHMENT "B"

TOWNSHIP PARCEL

Part of the Northeast 1/4 and Part of the Southeast 1/4 of Section 13, T2N-R5E, Genoa Township, Livingston County, Michigan, more particularly described as follows: Commencing at the East 1/4 Corner of said Section 13; thence along the East line of said Section 13 (said line being the East line of Genoa Township) and the centerline of Hacker Road (66 foot wide Right of Way), S 00°20'54" W, 480.31 feet; thence along the centerline of Bendix Road (66 foot wide Right of Way), N 76°22'40" W, 1289.39 feet, to the POINT OF BEGINNING of the Parcel to be described; thence continuing along said line, N 76°22'40" W, 15.06 feet; thence N 08°45'52" E (previously described as N 08°51'11" E), 208.12 feet; thence N 04°22'04" E (previously described as N 04°27'27" E), 164.15 feet; thence S 89°09'56" W (previously described as S 89°15'19" W), 107.80 feet; thence N 00°15'08" E (previously described as N 00°20'31" E), 257.58 feet; thence N 89°33'08" E, 92.80 feet; thence S 00°15'08" E, 235.17 feet; thence N 89°09'56" E, 15.00 feet; thence S 43°00'15" E, 70.49 feet; thence S 18°24'37" W, 58.00 feet; thence S 19°54'37" W, 60.00 feet; thence S 10°57'26" W, 85.00 feet; thence S 08°45'48" W, 150.00 feet, to the POINT OF BEGINNING, containing 0.76 acres, more or less, and subject to the rights of the public over the existing said Bendix Road. Also subject to any other easements or restrictions of record.

Bearings were established from a survey by Boss Engineering, Job #97376, as recorded in Liber 2484, Page 569, Livingston County Records.

REFERENCES:

1. Survey by Boss Engineering, Job #97376, as recorded in Liber 2484, Page 569, Livingston County Records.
2. Survey by Boss Engineering, Job #86258-B, dated November 30, 1989.

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January 31, 2003

Job Number: 02597

SI. 1 OF 1

**BOSS ENGINEERING**  
**ENGINEERS & SURVEYORS**

3121 E. Grand River Ave. Howell, MI 48843  
Phone (517) 546-4836 • Fax (517) 548-1670



CHRISTOPHER S. FERGUS P.S.