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AMENDED AND RESTATED SUMMERFIELD POINTE PLANNED UNIT DEVELOPMENT AGREEMENT

THE PLANNED UNIT DEVELOPMENT AGREEMENT for **SUMMERFIELD POINTE** dated April 19, 2002 between **ADLER ENTERPRISES COMPANY, L.L.C.**, 719 E. Grand River, Brighton, Michigan 48116 and the **TOWNSHIP OF GENOA**, a Michigan General Law Township, 2911 Dorr Road, Brighton, Michigan 48116 ("**TOWNSHIP**") is amended this 21st day of February, 2003, as follows:

RECITATIONS

ADLER ENTERPRISES COMPANY, L.L.C. of 719 E. Grand River, Brighton, Michigan 48116 ("**MDR OWNER**") possess 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 "**MDR PROPERTY**").

That **GARELD K. HEXIMER** and **JEANETTE K. HEXIMER**, of 3576 Brophy, Howell, Michigan 48843 ("**LIC OWNER**") possess fee title to certain real property situated in the Township of Genoa, County of Livingston, State of Michigan more particularly described on attached ***Schedule "B"*** (referred to as the "**LIC PROPERTY**").

The **MDR OWNER, LIC OWNER** and the **TOWNSHIP** have agreed to enlarge and expand the **SUMMERFIELD POINTE PLANNED UNIT DEVELOPMENT AGREEMENT** to include the **LIC PROPERTY** pursuant to the conditions set forth below for the uses and future development of the **LIC PROPERTY** and the uses and future development of the **TOWNSHIP**'s previous approval of the **MDR PROPERTY**, as set forth in the Planned Unit Development Agreement recorded at Liber 3533, Pages 0900 to 0906, Livingston County Records, and as depicted upon the site plan for the **MDR PROPERTY** attached as ***Schedule "C"***.

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 for the **LIC PROPERTY** as shown on the approved PUD Site Plan, as amended, are reasonable and promote the public health, safety and welfare of the **TOWNSHIP** and they are consistent with the plans and objectives of the **TOWNSHIP** and consistent with surrounding uses of land.

NOW, THEREFORE, **MDR OWNER, LIC OWNER** and the **TOWNSHIP**, in consideration of the mutual promises contained in this Agreement as amended and restated, agree as follows:

ARTICLE I.
GENERAL TERMS OF AGREEMENT

1.1 The **TOWNSHIP** and the **MDR OWNER** and **LIC 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 **MDR PROPERTY** by **MDR OWNER** and **LIC PROPERTY** by the **LIC OWNER** and/or their respective assigns, successors in interest, or successors in title.

1.3 The PUD Plan, as amended, and attached as *Schedule "D"*, has been duly approved by the **TOWNSHIP** in accordance with all applicable **TOWNSHIP** ordinances. The land uses which will be permitted and which may be developed on the **MDR PROPERTY** are as set forth below. The permitted land uses which may be developed on the **LIC PROPERTY** are attached as *Schedule "E"*.

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

1.5 The PUD Plan, as amended, identifies the location and configuration of the authorized land uses that may be developed, or must remain undeveloped, on the **MDR PROPERTY** and **LIC PROPERTY**.

1.6 In those instances in which the **MDR OWNER** and/or the **LIC OWNER** desire to obtain a modification of the PUD Plan, as amended, the **TOWNSHIP** shall review the proposed change in accordance with the Township Zoning Ordinance in effect as of the date of this Agreement, 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, as amended, are for the benefit of the **MDR PROPERTY** and **LIC PROPERTY** and shall run with the land, and shall bind and inure to the benefit of the heirs, successors, assigns and/or transferees of the parties to this Agreement.

ARTICLE II.
LAND USE AUTHORIZATION AND STANDARDS

MDR PROPERTY

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

Not more than 192 attached condominium units consisting of forty eight (48) four (4) unit buildings.

2.2 The number of residential units permitted on the Property are a maximum of 192 attached condominium units for occupancy as single family residences.

2.3 The approved setbacks for the condominium buildings are:

Perimeter Setbacks	Sidewalk Setback	Setback Between Buildings	Wetlands Setback
North (Rear) - Min. 50 ft. West (Side) - Min. 30 ft. East (Side) - Min. 75 ft. South (Front) – Min. 35 ft	Min. 20 ft. from back of sidewalk to front of building	Min. 30 ft.	Min. 25 ft.

2.4 The **MDR OWNER** and the **MDR OWNER**'s successors in interest shall preserve and protect the woodlands along the perimeter setback of the property on the east side and the PUD Plan, as amended, shall identify the area within the east side perimeter setback as a permanent conservation area. This permanent conservation area shall be preserved, protected and maintained by the Association of Co-Owners.

LIC PROPERTY

2.5 The Planned Unit Development as set forth on the PUD Plan, as amended, is consistent with light industrial/commercial usage.

2.6 The total number of light industrial/commercial parcels available on the **LIC PROPERTY** shall be not more than four (4) parcels. The existing Media One tower shall continue as an easement consisting of 0.23 acres +/-. The **LIC OWNER** retains the right to continue to receive rents for the tower site upon the easement, however, if the easement is abandoned such that it is no longer used for a tower, the land area comprising the easement parcel shall be joined to enlarge the land area for Parcel 3.

2.7 The uses allowed on any one of the four (4) parcels within the **LIC PROPERTY**, excepting the easement portion of Parcel 3 for the tower, shall be enumerated on ***Schedule "D"*** attached and as depicted on the PUD Plan, as amended (***Schedule "C"*** attached), subject to the following conditions for outdoor storage:

a. The existing outdoor storage on **LIC PROPERTY** Parcel No. 1 shall be allowed to be maintained in its existing location and with no additional screening required;

b. All outdoor storage will be screened from adjoining residential property and from Lawson Drive by a masonry wall with a sufficient height to screen any and all materials being stored;

c. All outdoor storage must be set back a minimum of one hundred (100') feet from all residential property lines and/or Lawson Drive;

d. All outdoor storage areas shall be paved with asphalt or concrete;

e. All outdoor storage shall be limited to no more than twenty five (25%) percent of the parcel; and

f. All outdoor storage (including any modifications to the existing outdoor storage on Parcel No. 1) shall require prior special land use approval from the **TOWNSHIP**.

2.8 The approved set backs for the **LIC PROPERTY** are:

a. All parking will be set back ten (10') feet from the front lot line of the parcel with landscaping as required and depicted on the PUD Plan, as amended;

b. Except for Parcel 1, a fifty (50') foot wide greenbelt will be provided by the **LIC OWNER** or his successor in title along the north and west sides of the **LIC PROPERTY** as depicted on the PUD Plan, as amended, containing not less than one (1) canopy tree, two (2) evergreen trees and four (4) shrubs for each twenty (20) linear feet of the greenbelt;

c. The greenbelt for Parcel 1 shall be not less than forty (40') feet in width and shall contain not less than one (1) canopy tree, two (2) evergreen trees and four (4) shrubs per each twenty (20) linear feet, as well as a portion of any detention pond(s), if required.

d. If the existing structure on Parcel 1 is destroyed, relocated or removed, a minimum fifty (50') foot setback from the Parcel 1 perimeter property lines must be provided.

e. Parcels 2, 3 and 4 shall have a minimum fifty (50') foot front setback.

f. The internal building setback for all parcels shall be a minimum of ten (10') feet with landscaping as required by the **TOWNSHIP**.

g. The front yard setback from Lawson Drive and the southern service road may be reduced to a minimum of twenty-five (25') feet, provided the parking for the improvements on the parcel will be in the rear or side yard areas and further requiring that the front façade of any building or structure will be primarily brick with architectural detailing.

(i) A permitted reduction of the front yard setback to a minimum of twenty-five (25') feet along Lawson Drive or the southern service drive shall require the parcel owner to provide a twenty (20') foot wide landscape buffer which shall include a three (3') foot high berm with not less than plantings of one (1) canopy tree, one (1) evergreen tree and four (4) shrubs for each thirty (30') feet along the property line, rounded upward.

ARTICLE III.
TRANSPORTATION IMPROVEMENTS

MDR PROPERTY

3.1 The **MDR OWNER** at its expense and subject to the approval from the Michigan Department of Transportation and the Livingston County Road Commission shall 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 **MDR OWNER** within the public right-of-way; and (iv) one-half of the cost of the purchase and initial installation of a traffic control device when approved by the Michigan Department of Transportation at the Lawson Drive and Grand River Avenue intersection.

3.2 The **MDR OWNER** and/or its successor in title will be required at a future date to grant a reciprocal easement, satisfactory to the Township Board, for a connection road between the Summerfield 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.

LIC PROPERTY

3.3 The east-west service drive as depicted on the PUD Plan, as amended, shall be constructed in accordance with Livingston County Road Commission standards with a fifty (50') foot right-of-way and the service drive road width being thirty one (31') feet from back of curb to back of curb,

3.4 The construction cost for the east-west service drive shall be escrowed in advance with the **TOWNSHIP** in the amounts indicated and be shared by the percentage indicated, amongst the following parties, which have agreed to their proportionate responsibility by a separate written agreement with the **TOWNSHIP**:

	CONTRIBUTOR	PERCENTAGE OF CONTRIBUTION	AMOUNT ESCROWED
a.	**TOWNSHIP**	25%	$31,000.00
b.	Singh Development Company	12.5%	$15,500.00
c.	Corrigan Oil Company	31.25%	$38,625.00
d.	**LIC OWNER**	31.25%	$38,625.00
	Total	100%	$123,750.00

3.5 All of the above parties have contributed and deposited the monetary amounts set forth as the Amount Escrowed with the **TOWNSHIP** to be held in escrow to pay and satisfy the construction costs of the service drive. In the event that the **TOWNSHIP** has funds remaining after the payment of all construction costs for the service drive, any remaining funds from the escrow account will be returned to the parties in such amounts as determined by the parties respective percentage of contribution.

3.6 The service drive will be dedicated by the **LIC OWNER** and any other required parties for acceptance as a public road by the Livingston County Road Commission. Upon acceptance of the service drive as a public road, all maintenance and

repairs to the service drive will thereafter be the responsibility of the Livingston County Road Commission the entire length of the southern service drive between Lawson Road and Latson Road shall have one (1) name to be approved by the **TOWNSHIP** and the Livingston County Road Commission.

3.7 The service drive shall be constructed, completed and dedicated by the **LIC OWNER** and any other required parties to the dedication not later than October 15, 2003.

ARTICLE IV.
INTERNAL ROAD NETWORK – MDR PROPERTY ONLY

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

4.2 The internal roads within the **MDR PROPERTY** are private roads and shall be maintained pursuant to the terms of the Master Deed and condominium documents which shall designate responsibility for maintenance, repair or replacement to the incorporated association of co-owners.

4.3 The internal roads within the **MDR PROPERTY** 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

MDR PROPERTY

5.1 The system of drainage on the **MDR 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 on the **MDR PROPERTY** within the development is private and shall be maintained pursuant to the terms of the Master Deed and condominium documents which shall designate responsibility for maintenance, repair or replacement to the incorporated association of co-owners.

LIC PROPERTY

5.3 The drainage system on the **LIC PROPERTY** shall be private and the responsibility of the **LIC OWNER**, and his successors in title with annual assessments for maintenance of the drainage system as set forth within a Private Storm Water Drainage Easement, to be recorded by the **LIC OWNER** contemporaneously with the recording of this PUD Agreement, as amended.

ARTICLE VI.
SITE IMPROVEMENTS

MDR PROPERTY

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

6.2 All pedestrian walkways to be constructed within the **MDR PROPERTY** shall be five (5') feet wide and constructed of concrete.

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

6.4 There will be no site lighting by the **MDR OWNER** within the common elements or limited common elements of the **MDR PROPERTY**, except ground lighting for the development signage. Decorative lighting shall be low wattage fixtures attached to each side of the garage door of every unit within the development. Maintenance of the decorative lighting shall be the responsibility of each unit co-owner.

LIC PROPERTY

6.5 Individual site plans shall be submitted by the owner/developer of each parcel to the **TOWNSHIP** for approval prior to any development, with the exception of Parcel 1. In the event that the existing building upon Parcel 1 is destroyed, relocated or removed, then in that event, a site plan shall be prepared and submitted by the owner/developer for approval by the **TOWNSHIP** prior to development.

6.6 As a condition for approval of site plans for the development of Parcels 2, 3 and 4, the **LIC OWNER** or his successors in title shall be responsible for the construction of a five (5') foot wide concrete sidewalk along the parcel frontages as depicted on the PUD Plan, as amended. Maintenance and repair of the sidewalk shall be the responsibility of the adjoining parcel owner having sidewalk frontage, with the owner of Parcel 2 being also responsible for the maintenance and repair of the sidewalk crossing the proposed forty (40') foot wide access easement.

6.7 All lighting for the **LIC PROPERTY** shall be as set forth on the PUD Plan, as amended with all maintenance costs to be the responsibility of the **LIC OWNER** or his successors in title.

ARTICLE VII.
LANDSCAPING

MDR PROPERTY

7.1 The landscaping shall be planted as designated on the PUD Plan, as amended, and as required by the **TOWNSHIP**. Landscape maintenance and replacement shall be pursuant to the terms of the Master Deed and condominium documents which shall designate responsibility for maintenance, repair or replacement to the incorporated association of co-owners.

LIC PROPERTY

7.2 The landscaping shall be planted as required by the **TOWNSHIP**. Landscape maintenance and replacement shall be the responsibility of the **LIC OWNER** or his successors in title.

ARTICLE VIII.
UTILITIES

MDR PROPERTY

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

8.2 **MDR 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 **MDR OWNER** shall construct and pay the cost of the infrastructure required by the **TOWNSHIP** and the **TOWNSHIP**'s consulting engineers to connect the **MDR PROPERTY** to the public sanitary system and the public water system.

8.4 The **TOWNSHIP** has water supply capacity and sewage disposal capacity to provide public sanitary and public water to the **MDR PROPERTY**. The cost of water supply and sewage disposal to be paid by **MDR OWNER** will be:

a. Forty Four Thousand One Hundred Sixty and No/100 ($44,160.00) Dollars due upon issuance of the grading permit;

b. Sixteen Thousand and No/100 ($16,000.00) Dollars for sewer payable upon issuance of each land use permit for the construction of each building; and

c. Twelve Thousand Eight Hundred and No/100 ($12,800.00) Dollars for water payable upon issuance of each land use permit for the construction of each building.

The **MDR OWNER** and the **TOWNSHIP** agree that the costs imposed upon the **MDR OWNER** by the **TOWNSHIP** represents the amount due the **TOWNSHIP** for the acreage assessment at 38.48 acres of developable land (excluding the Nature Preserve), 150 front feet (the front footage assessment for sewer) and 192 attached condominium units.

8.5 Upon completion of construction of the above infrastructure and approval by the **TOWNSHIP**, the **MDR 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. The **MDR OWNER** and its successors and assigns shall be responsible for the maintenance repair and replacement of:

a. The water supply leads extending from the curb stops to the buildings; and

b. The sanitary sewer leads from the main to the buildings.

LIC PROPERTY

8.6 Public sanitary sewer and public water are provided to the development by the **TOWNSHIP** and/or the responsible governmental authority.

8.7 **LIC 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.

8.8 **LIC OWNER** shall construct and pay the cost of the infrastructure required by the **TOWNSHIP** and the **TOWNSHIP**'s consulting engineers to connect the **LIC PROPERTY** to the public sanitary system and the public water system.

8.9 Upon completion of construction of the above infrastructure and approval by the **TOWNSHIP**, the **LIC 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. The **LIC OWNER** and its successors and assigns shall be responsible for the maintenance repair and replacement of:

a. The water supply leads extending from the **LIC PROPERTY** line to the individual parcels; and

b. The sanitary sewer leads from the **LIC PROPERTY** line to the individual parcels.

ARTICLE IX.
NATURE PRESERVE – MDR PROPERTY ONLY

9.1 The PUD Plan, as amended incorporates a Nature Preserve of open and undeveloped land which is legally described as follows:

> Part of the Southeast ¼ of Section 4, T2N-R5E, Genoa **TOWNSHIP**, Livingston County, Michigan, more particularly described as follows: Commencing at the South ¼ corner of said Section 4; thence along the North-South ¼ line of said Section 4, N 01°50'51" E, 1936.02 feet to the Point of Beginning of the parcel to be described; thence continuing along said North-South ¼ line, N 01°50'51" E, 954.63 feet to the center of said Section 4; thence along said East-West ¼ line as previously surveyed and monumented S 87°40'06" E, 1300.46 feet; thence S 01°53'15" W, 482.55 feet (previously recorded as South 492.5 feet) 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° W, 686 feet); thence S01°26'28" W, 400.04 feet to a found iron rod; thence S 01°17'41" W, 132.62 feet; thence N 88°42'19" W, 144.66 feet; thence N 50°36'28" W, 244.39 feet; thence S 85°31'06" W, 285.32 feet to the Point of Beginning, containing 21.95 acres, more or less.

9.2 The restrictions imposed by the **MDR OWNER** on the open space and Nature Preserve shall be set forth within the Covenants, Conditions and Restrictions recorded with the Livingston County Register of Deeds and shall provide the following restrictions on rights and usage (i) there are no riparian rights from the Nature Preserve (or from any other point within the development) to Lake Chemung; (ii) no motor vehicles, off-road vehicles, snowmobiles, mini bikes, motorcycles, all terrain vehicles, canoes, watercraft, or floatation devises are permitted access to any wetland area within the Nature Preserve; (iii) recreational use shall be semi-passive activities such as walking, bird watching, but no overnight camping shall be permitted; and (iv) any and all changes and/or improvements to the Nature Preserve shall require prior approval of the **TOWNSHIP**.

9.3 Notwithstanding the open space requirement and the restriction on development within the Nature Preserve, **MDR OWNER** shall construct in compliance with the requirements and regulations of the Livingston County Drain Commission, a storm water detention pond within the Nature Preserve as depicted upon the PUD Plan.

9.4 In the event that the **TOWNSHIP** accepts **MDR OWNER**'s conveyance of the Nature Preserve, such conveyance is conditioned upon the prior approval by the **TOWNSHIP** of the condition of the title to the Nature Preserve, the recorded use restrictions, preservation and maintenance requirements for the Nature Preserve, and a non-exclusive access easement granted by the **MDR OWNER** over, upon and across the most direct established internal road or roads within the development, by the most direct route from the southerly most boundary of the Property northerly to the Nature Preserve.

9.5 The **TOWNSHIP** and **MDR OWNER** agree that the **MDR OWNER** will escrow with Metropolitan Title Company, Howell, Michigan, a warranty deed conveying legal title to the Nature Preserve to the **TOWNSHIP** and the non-exclusive access easement to the Nature Preserve. The escrowed warranty deed and non-exclusive access easement shall be released to the **TOWNSHIP** upon the **TOWNSHIP**'s acceptance of the Nature Preserve conveyance, but in no event shall the release occur earlier than either: (i) the completion of the build out of the 192 condominium units by **MDR OWNER**; or (ii) sixty (60) months from the date of this Agreement.

9.6 In the event that the **TOWNSHIP** does not accept the conveyance from the **MDR OWNER** of the Nature Preserve, **MDR OWNER** reserves the right to convey the Nature Preserve in fee title or as a conservation easement to an established land conservancy which conservancy maintains as an organizational purpose the acquisition, maintenance and protection of nature sanctuaries, and/or preserves natural areas, and/or the preservation of Michigan flora and fauna.

ARTICLE X.
MISCELLANEOUS

10.1 The **MDR OWNER**. the **LIC OWNER** and the **TOWNSHIP**, upon mutual agreement, 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 **MDR PROPERTY** or **LIC PROPERTY**, including co-owners, tenants of co-owners, mortgagees, land conservancies, or others.

10.2 In the event of any direct conflict between the terms and provisions of this Agreement (including the attached PUD Plan, as amended) 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 **MDR OWNER** on this 17th day of January, 2003.

WITNESSES:

Kenneth E. Burchfield

Lori Anne Stankiewicz

MDR OWNER:

ADLER ENTERPRISES COMPANY, L.L.C.

By: _____
Tom Adler, Member

On this 17th day of January, 2003, 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 Amended Summerfield Pointe Planned Unit Development Agreement, set forth above, and who acknowledged the same to be of his free act and deed.

Kenneth E. Burchfield, Notary Public
Livingston County, Michigan
My Commission Expires: 01/10/06

APPROVED BY **LIC OWNER** on this 31st day of January, 2003

WITNESSES:

Lori Anne Stankiewicz

Kenneth E. Burchfield

LIC OWNER:

By: _____
Gareld K. Heximer

By: _____
Jeanette K. Heximer

On this 31st day of January, 2003, before me, a notary public in and for Livingston County, personally appeared **GARELD K. HEXIMER** and **JEANETTE K. HEXIMER**, known to be the persons described in and who executed the Amended Summerfield Pointe Planned Unit Development Agreement, set forth above, and who acknowledged the same to be of his free act and deed.

Kenneth E. Burchfield, Notary Public
Livingston County, Michigan
My Commission Expires: 01/10/06

APPROVED BY THE TOWNSHIP BOARD FOR THE TOWNSHIP OF GENOA on the 3rd day of February, 2003, at a meeting duly called and held.

WITNESSES:

Michael Archinal

Lillian E. Tubbs

TOWNSHIP OF GENOA:

By: _____
Gary McCririe, Supervisor

By: _____
Paulette A. Skolarus, Clerk

On this 24th day of February, 2003 before me, a notary public in and for Livingston County, personally appeared **GARY MCCRIRIE** 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 Amended Summerfield Pointe Planned Unit Development 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: 10-4-05

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

SCHEDULE A

MDR PROPERTY

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 ¼ Corner of said Section 4; thence along the North-South ¼ 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 ¼ 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 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 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 ¼ 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 ¼ Cor. Sec. 33 T3N-R5E

S ¼ 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

SCHEDULE B

LIC PROPERTY

Part of the Northeast 1/4 of Section 9, T2N-R5E, Genoa Township, Livingston County, Michigan, more particularly described as follows: Beginning at the North ¼ Corner of said Section 9; thence along the North Line of said Section 4, S 89°43'06" E, 621.16 feet (previously described as S 89°06'45" E, 660.80 feet); thence along the centerline of Lawson Road (66 foot wide Right of Way), S 02°10'22" E (previously described as S 01°36' E), 506.63 feet; thence continuing along said centerline, southerly on an arc right, having a length of 178.58 feet, a radius of 1026.63 feet, a central angle of 09°58'00", and a long chord which bears S 02°48'38" W, 178.36 feet (previously described as S 03°23' W, 178.37 feet); thence N 89°55'37" W, 78.37 feet (previously described as N 89°06'45" W, 78.16 feet); thence N 68°02'22" W, 610.87 feet (previously described as N 67°30' E, 612.00 feet); thence along the North-South ¼ Line of said Section 9, N 01°39'41" E (previously described as N 02°24' E), 459.11 feet, to the POINT OF BEGINNING, containing 8.62 acres, more or less, and subject to the rights of the public over the existing Lawson Road. Also subject to any other easements or restrictions of record.

Bearings were established from a previous survey by Boss Engineering as recorded in Liber 2747, Page 0238, Livingston County records.

SCHEDULE "E"

LIST OF USES - LIC PROPERTY

INDUSTRIAL – *Principal Uses Permitted*

a. Contractors' offices and building with only indoor storage of equipment and machinery (as amended 4/15/95);
b. Indoor commercial storage (including boat storage);
c. Indoor mini-storage;
d. Health clubs/fitness centers accessory to industrial use either within the same building or within one-quarter (1/4) mile of the industrial building;
e. Manufacturing, fabricating, processing, packaging and/or assembling of products indoors from previously prepared materials, such as: bone, canvas, cellophane, cloth, cork, feathers, felt, fibre, fur glass, hair, horn, paper, plastics, rubber, precious or semiprecious metal or stones, sheet metal, shell, textiles, tobacco, wax, wire, wood (excluding saw and planing mills) and yarns, excluding leather and food processing, and producing no external smoke, airborne solids, odors, gases, vibrations and noise;
f. Print shops and book publishing that produce no external smoke, airborne solids, odors, gases, vibrations and noise;
g. Professional or corporate offices;
h. Radio and television studios;
i. Research and development facilities, testing laboratories that produce no external smoke, airborne solids, odors, gases, vibrations and noise;
j. Warehousing establishments;
k. Business services (mailing, copying, data processing, etc.);
l. Essential public services, public service buildings (excluding public service storage yards);
m. Vocational/technical training facilities;
n. Accessory uses, buildings and structures customarily incidental to any of the above uses, as defined in Article 3, General Provisions, Sections 3.31-3.36, except commercial outdoor display, sales or storage and open air business activities shall require a Special Land Use Permit as listed in Article 12.

INDUSTRIAL – *Special Land Uses*

a. Any permitted use involving wet processes or the use of water in processing;
b. Any permitted use of 20,000 square feet of total floor area;
c. Bottling and packaging except canning (as amended 4/15/95);
d. Personal service, retail and restaurants within office or industrial building provided the combined floor area is a minimum twenty-five percent (25%) of the building's gross floor area and all pedestrian access is from inside the

building, and any exterior sign shall have a maximum size of ten (10) square feet;

e. Urgent care, medical centers/clinics;
f. Indoor commercial recreation (skating, bowling, arcades);
g. Brew pubs;
h. Freezer locker plants and cold storage;
i. Retail sales or goods assembled, manufactured, compounded, processed, packaged or treated from previously prepared materials, or repaired or stored, on the premises, provided the building floor area devoted to retain sales comprises no more than 25 percent of principal building floor area and the outdoor sales area comprises no more than 25 percent of the minimum required lot area;
j. Child care centers, preschool, commercial day care;
k. Similar uses of the same nature or class as those listed as either a Principal Use or Special Land Use in this district as determined by the Planning Commission based on the Standards of Section 3.05;
l. Accessory uses, buildings and structures customarily incidental to any of the above uses, as defined in Article 3, General Provisions, Sections 3.31-3.36 shall be permitted with the Special Land Use except accessory fuel storage use or storage of hazardous materials, commercial outdoor display, sales or storage and open air business activities shall require a separate Special Land Use Permit.

NEIGHBORHOOD SERVICE – *Permitted Uses*

a. Retail establishments and shopping centers with up to 15,000 square feet gross floor area which provide goods such as: bakery goods, including bakery items produced on the premises; groceries; produce; meats; provided no slaughtering shall take place on the premises; auto parts; seafood; dairy products; appliances; furniture and home furnishings; apparel; art galleries; drugs; home improvement items; hardware and garden supplies; sporting goods; rental and sales of videos; recorded music, bookstores; computer and software sales; flower shops, greeting card shops, and similar establishments no specifically addressed elsewhere (as amended 4/15/95).
b. Personal and business service establishments, which perform services on the premises, including: photographic studios drying cleaning drop-off stations (without on-site processing); fitness centers; copy centers; mailing centers; data processing centers; dressmakers and tailors; shoe repair shops; tanning salons; beauty parlors; barber shops; and similar establishments (as amended 4/15/95);
c. Restaurants, delicatessen and similar establishments serving food or beverages, excluding restaurants which provide drive-up or drive-through service (as amended 4/15/95);
d. Professional offices of doctors, dentists, optometrists, chiropractors, psychiatrists, psychologists and similar or allied professions; excluding clinics