

RECEIVED

APR 30 2007

PLANNED UNIT DEVELOPMENT AGREEMENT

GENOA TOWNSHIP

This Planned Unit Development Agreement is made on _____, 2007 by and between **JOHN S. SHERSTON**, whose address is c/o 213 E. Grand River, Howell, Michigan 48843 (the "Developer") and the **TOWNSHIP OF GENOA**, a Michigan municipal corporation, whose address is 2911 Dorr Road, Brighton, Michigan 48116 (the "Township").

RECITALS:

A. Developer is the owner of certain real property located in the Township of Genoa, Livingston County, Michigan, which is more particularly described on Exhibit "A" attached hereto incorporated herein by reference (the "Property").

B. On _____, 2007, the Township Board at a properly noticed public hearing, and in accordance with the current Zoning Ordinance of the Township (the "Zoning Ordinance") rezoned the Property as a Re-development Planned Unit Development Zoning District (the "PUD").

C. At a properly noticed public hearing held on _____, 2007, the Planning Commission, having reviewed the Conceptual PUD Site Plan prepared by William Colley Architect dated January 3, 2007, a copy of which is attached hereto as Exhibit "B" (the "PUD Plan" or the "Site Plan") and the Impact Statement prepared by William Colley Architect dated January 3, 2007, a copy of which is attached hereto as Exhibit "C" (the "Impact Assessment"), approved Developer's PUD Plan as Final in accordance with the applicable provisions of the Zoning Ordinance.

D. At a properly noticed public hearing held on _____, 2007, the Township Board, having reviewed the PUD Plan and the Impact Assessment, approved the Developer's PUD Plan as Final in accordance with the applicable provisions of the Zoning Ordinance.

E. The Township Planning Commission and Township Board, in strict compliance with the Zoning Ordinance and with Michigan Zoning Enabling Act (Act 110 of 2006), as amended, have reclassified the Property as a Re-development Planned Unit Development District, finding that such classification properly achieved the purpose of Article 10 of the Genoa Township Zoning Ordinance, as amended, including the encouragement of innovation in land use, the promotion of efficient provision of public services and utilities, and additional roadway improvements to mitigate traffic impact and the elimination of a existing blighted and non-conforming site. Further, the Township Planning Commission and Township Board find the Re-development Planned Unit Development District and the PUD Plan are consistent with the adopted Grand River Avenue Corridor Plan and Master Plan.

F. The Township has found and concluded that the uses and future development plans and conditions shown on the approved PUD Plan are reasonable and promote the public health, safety and welfare of the Township; are consistent with the plans and objectives of the Township and consistent with surrounding uses of land; and will allow the redevelopment of a nonconforming site with the use of creative design to address unique site constraints.

G. The Zoning Ordinance requires the execution of this Planned Unit Development Agreement, which Agreement shall be binding upon the Developer and Township.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Developer and the Township agree as follows:

ARTICLE I

General Terms of Agreement

1.1 The Township and Developer acknowledge and represent that the foregoing recitals are true and accurate and binding on the respective parties.

1.2 The Township acknowledges and represents that this Agreement may be relied upon for future land use and development of the Property by Developer's successors, assigns and transferees.

1.3 The PUD Plan is hereby approved, having 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. All formal actions necessary or expedient to carry out this Agreement shall be taken by the parties without undue delay.

1.4 Except as specifically provided for in this Agreement, the final site plan will comply with applicable Zoning Ordinance requirements. Changes to the PUD Plan or this Agreement shall be processed as set forth in the Ordinance.

1.5 The PUD Plan which is approved hereby includes the final approval of all of the following:

- (i) The Property description provided in Exhibit "A" attached hereto;
- (ii) The PUD Plan attached as Exhibit "B" hereto;
- (iii) The Impact Assessment attached as Exhibit "C" hereto; and
- (iv) The Easement Agreement and legal description attached hereto as Exhibit "D".

1.6 The approval of the PUD Plan described herein, and the terms, provisions and conditions of this Agreement, are and shall be deemed to be of benefit to the land described

on Exhibit "A" and shall run with and bind such land, and shall bind and inure to the benefit of the successors, assigns and transferees of the parties hereto.

ARTICLE II

Land Use Authorization

2.1 The Planned Unit Development shall include a land use authorization for use as an Office/Retail facility and all ancillary uses related thereto.

2.2 Developer shall determine the timing and order of development. Site plan and other review requirements shall not be subject to any subsequent enactments or amendments of the Zoning Ordinance which are inconsistent with this Agreement, unless the Site Plan as set forth herein is materially altered at the request of Developer or its successors and assigns.

2.3 A minimum of twenty-five percent (25%) of the area of the Property shall be open space as that term is defined in the Zoning Ordinance. If possible, such open space shall be dispersed throughout the Property such that the overall site approved for development contains approximately twenty-five percent (25%) open space. Open space is defined as undisturbed areas of key natural features, detention ponds, landscaped areas, plazas and the like. Detention areas shall comprise not more than fifty percent (50%) of the required open space.

2.4 Nothing whatsoever provided in this Agreement shall be construed so as to prevent Developer from seeking major and/or minor changes to the PUD Plan in accordance with the applicable provisions of the Zoning Ordinance.

2.5 For purposes of set backs, it is agreed that the Property has one (1) front yard, one (1) side yard and one (1) rear yard. The set back from Grand River Avenue shall be a minimum of ten feet (10'). The side yard setbacks shall be zero feet (0') and the rear yard setback shall be forty seven feet (47'). The parking lot setback from Grand River Avenue shall be a minimum of ten feet (10') and the rear and side yard parking lot setbacks shall be zero feet (0').

2.6 Any violation of the terms of this Agreement shall be a violation of the Zoning Ordinance. The remedies of Township for a violation shall be such remedies as are provided by and for a violation of the Zoning Ordinance. Nothing contained herein shall in any way diminish and rights Developer may have at law or in equity with respect to a breach of this Agreement by Township.

ARTICLE III

Transportation Improvements

3.1 Access to and from the property shall be accomplished pursuant to the Plan and also through an Easement across the abutting property. The Easement Agreement is attached hereto and incorporated herein as Exhibit "E". The Easement Agreement has been reviewed and approved by the parties hereto. The Michigan Department of Transportation has also approved the location of the drive access where it intersects Grand River Avenue.

ARTICLE IV

Drainage

4.1 The drainage system on the Property shall be designed to be coordinated throughout the Property and shall be subject to Township review and approval.

ARTICLE V

Site Improvements

5.1 The site improvements shall be coordinated throughout the Property, with the objective of creating site improvements that are integrated and mutually supportive among the development, including the utilities and landscaping.

5.2 The architecture, building materials, colors and shapes of the building shall be in substantial conformity with the guidelines set forth in the Grand River Avenue Corridor Plan. It is the intention of the parties to promote and encourage a development that incorporates varying building lines, natural earth tone construction materials and other elements contemplated to upgrade the appearance of the development overall in the interest of making it aesthetically pleasing. Large walls shall include varying building lines, setbacks, color accents, windows or other elements to upgrade appearance. The building shall utilize quality architecture with variable building lines and architectural accents. Brick facades or brick face panels or other natural materials (i.e., brick, stone, decorative block, etc.) shall be used for the building faces.

5.3 The landscaping within the PUD shall demonstrate consistency in terms of design and materials. Generally, site lighting shall be a uniform type and color. Tree removal is authorized throughout the Property.

5.4 All signs shall be permitted as shown on the Site Plan or as otherwise authorized in the Zoning Ordinance. Any permitted sign shall have a base constructed of materials that coordinate with and are consistent with the architecture of the building.

ARTICLE VI

Utilities

6.1 Development shall be undertaken with underground electrical service to the buildings on the Property. Public utility lines in existing or future easements shall be permitted overhead so long as the building is serviced from underground.

6.2 All the property is located within the water special assessment district. The building must connect to the community water system and the developer shall pay the associated connection and use fees.

6.3 The building shall be connected to and served by public sanitary sewer and the Developer shall pay the associated connection and use fees. The Township represents that there has been reserved for Developer adequate municipal wastewater treatment capacity to service the approved use of the Property, and the adequacy of wastewater treatment capacity shall not limit the type of use or density of the development.

6.4 Neither floor drains nor water softener backwash drains shall be connected to the sanitary sewer system.

ARTICLE VII

Miscellaneous Provisions

~~7.1~~ The article headings contained in this Agreement have been inserted only as a matter of convenience and for reference and in no way shall be construed to define, limit, or describe the scope or intent of any provision of this Agreements.

7.2 This Agreement may not be amended or revoked at any time except by a written agreement executed by all of the parties to this Agreement.

7.3 The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

7.4 Reference in this Agreement to activities by Developer in relation to development is intended to include Developer's successors, assigns and transferees, unless context dictates to the contrary.

7.5 The undersigned parties acknowledge that the conditions imposed upon the development of the Property are reasonable conditions necessary to ensure that public services and facilities affected by the proposed 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. Further, it is acknowledged that the conditions meet all of the requirements of MSA 5.2963(16d)(2)(a), (b) and (c).

7.6 The signers of this Agreement warrant and represent that they have the authority to sign this Agreement on behalf of their respective principals and the authority to bind each party to this Agreement according to its terms. Further, each of the parties represents that the execution of this Agreement has been duly authorized and is binding on such party.

7.7 Whenever the consent or approval of either of the parties hereto or their agencies, commission, departments, representatives or successors is required, such consent or approval shall not be unreasonably delayed, conditioned or withheld.

7.8 This Agreement shall bind the Developers/Owners of the real property, their successors and assigns.

7.9 This Agreement shall bind the parties and shall run with the land. The provisions of this instrument may be amended, but only with the consent of the Developers of the real property and the appropriate Genoa Township authority.

TOWNSHIP OF GENOA

by: Gary T. McCririe
its: Supervisor

by: Paulette A. Skolarus
its: Clerk

John S. Sherston
Developer

STATE OF MICHIGAN)

COUNTY OF LIVINGSTON)

On this _____ day of _____, 2007, personally appeared before me Gary T. McCririe, Supervisor and Paulette A. Skolarus, Clerk and duly authorized representatives of the Township of Genoa and known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

_____, Notary Public
Livingston County, Michigan
Acting in Livingston County, Michigan
My Commission Expires:

STATE OF MICHIGAN)

COUNTY OF LIVINGSTON)

On this _____ day of _____, 2007, personally appeared before me John S. Sherston known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

David T. Bittner, Notary Public
Livingston County, Michigan
Acting in Livingston County, Michigan
My Commission Expires: 10/01/07

Drafted by and After Recording Return to:
BARLEY & BITTNER, P. C., David T. Bittner 213 E. Grand River, Howell, MI 48843