

2014R-000721
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 SALLY REYNOLDS
 REGISTER OF DEEDS
 LIVINGSTON COUNTY, MI 48843
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 PAGES: 8

STATE OF MICHIGAN
 COUNTY OF LIVINGSTON
 TOWNSHIP OF GENOA

AMENDMENT TO PLANNED UNIT DEVELOPMENT AGREEMENT RELATIVE TO
 MEIJER OUTLOT

THIS AMENDMENT TO PLANNED UNIT DEVELOPMENT AGREEMENT is made and entered into on this 11th day of December, 2013, by **SOUTHWIND RESTAURANTS, LLC**, a Michigan limited liability company, having its principal office at 109 East Broadway, Mt. Pleasant, Michigan 48858 (the "Owner"), and the TOWNSHIP OF GENOA, a Michigan municipal corporation, whose address is 2911 Dorr Road, Brighton, Michigan 48116 (referred to as "Township").

RECITALS:

- A. The Township and Birgit Lorentzen entered into a Planned Unit Development Agreement on April 12, 1996 (the "PUD Agreement") which was recorded on May 9, 1996, in Liber 2038, Page 0039, Livingston County Records.
- B. The PUD Agreement was amended to redesignate industrial use to residential use consistent with MDR zoning and limiting the density to 264 units for property east of Latson Road. Said Amendment was approved by the Township Board on September 4, 2002.
- C. The PUD Agreement was further amended on May 27, 2004, to permit a change in the PUD Concept Plan to redesign the commercial use to be compatible with the residential use east of Latson Road.
- D. Article IX of the PUD Agreement provides that the PUD Agreement may be amended in writing by the parties to the Agreement and further provides that any reference in the PUD Agreement to the "owner" includes Birgit Lorentzen's transferees and assigns.
- E. Owner purchased from Meijer, Inc., a transferee of Brigit Lorentzen, the parcel of land described in Exhibit A (the "Property") formerly designated in the PUD Agreement as parcel GC-2 which is contained within the property designated in the PUD Agreement as Lorentzen property west of Latson Road.

F. Owner and the Township desire to further amend the PUD Agreement only as it pertains to the Property to permit certain exceptions to the required setback provisions.

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

1. The Property shall be developed in accordance with the PUD Agreement and all amendments to the PUD Agreement, if any, except for the following:

- a. The rear yard setback at the northwest corner of the building located on the Property shall be no less than 40' as depicted on the drawing attached as Exhibit B.
- b. Along the north property line, the four parking spaces shall be setback 5.8' and the dumpster enclosure shall be no less than 2.5' from the property line as shown on Exhibit B.
- c. The parking setback for the southerly two parking spaces along the western edge of the Property shall be no less than 7.5' as depicted on Exhibit B.
- d. The parking setback on the east side of the Property shall be no less than 7' as shown on Exhibit B.
- e. The building shall have two (2) exterior signs affixed to the south and west walls as depicted on Exhibit C.
- f. Along the south property line, the monument sign shall be setback 3.2'.
- g. Along the south property line, the parking setback for the westerly three parking spaces shall be 1.3'.
- h. The requirement for two on-site recreational vehicle parking spaces is waived.

2. This Amendment to Planned Unit Development Agreement was approved by the Township Board on the 2nd day of December, 2013, at a meeting duly called and held.

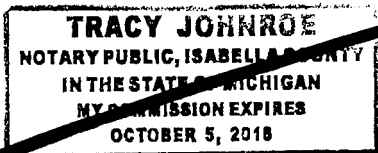
IN WITNESS WHEREOF, the undersigned have executed this Amendment to Planned Unit Development Agreement as of the day and year first above written.

~~OWNER:
Southwind Restaurants, LLC
By: [Signature]
Its: MEMBER~~

TOWNSHIP:
Township of Genoa
By: [Signature]
GARY T. MCCRIE
Its: Supervisor

STATE OF MICHIGAN)
) SS
COUNTY OF Isabella)

The foregoing instrument was acknowledged before me this 16th day of December, 2013, by Gregory Schaefer, the member of Southwind Restaurants, LLC, a Michigan limited liability company, on behalf of the company.



[Signature]
Notary Public, State of Michigan,
County of Isabella
My Commission Expires: 10/5/2018

STATE OF MICHIGAN)
) SS
COUNTY OF LIVINGSTON)

The foregoing instrument was acknowledged before me this 11th day of December, 2013, by GARY T. McCRIE, the SUPERVISOR of the Township of Genoa, a Michigan municipal corporation, on behalf of the company.

[Signature]
Kelly VanMarter
Notary Public, State of MICHIGAN,
County of LIVINGSTON
My Commission Expires: 03/08/2020

Drafted by, and when
Recorded return to:

Steven J. Morren
Varnum LLP
Bridgewater Place
P.O. Box 352
Grand Rapids, MI 49501-0352
6499392_2.DOCX

OWNER:
Southwind Restaurants, LLC

By: *Gregory Johnroe*
Gregory Johnroe
Its: Member

STATE OF MICHIGAN)
) SS
COUNTY OF ISABELLA)

The foregoing instrument was acknowledged before me this 7TH day of January, 2014, by Gregory Johnroe, the Member of Southwind Restaurants, LLC, a Michigan limited liability company, on behalf of the company.

BARBARA K. FRIBLEY
Notary Public, State of Michigan
County of Isabella
My Commission Expires Aug. 16, 2014
Acting in the County of ISABELLA

Barbara K. Fribley
BARBARA K. FRIBLEY
Notary Public, State of MICHIGAN
County of ISABELLA
My Commission Expires: AUGUST 16, 2014

EXHIBIT A

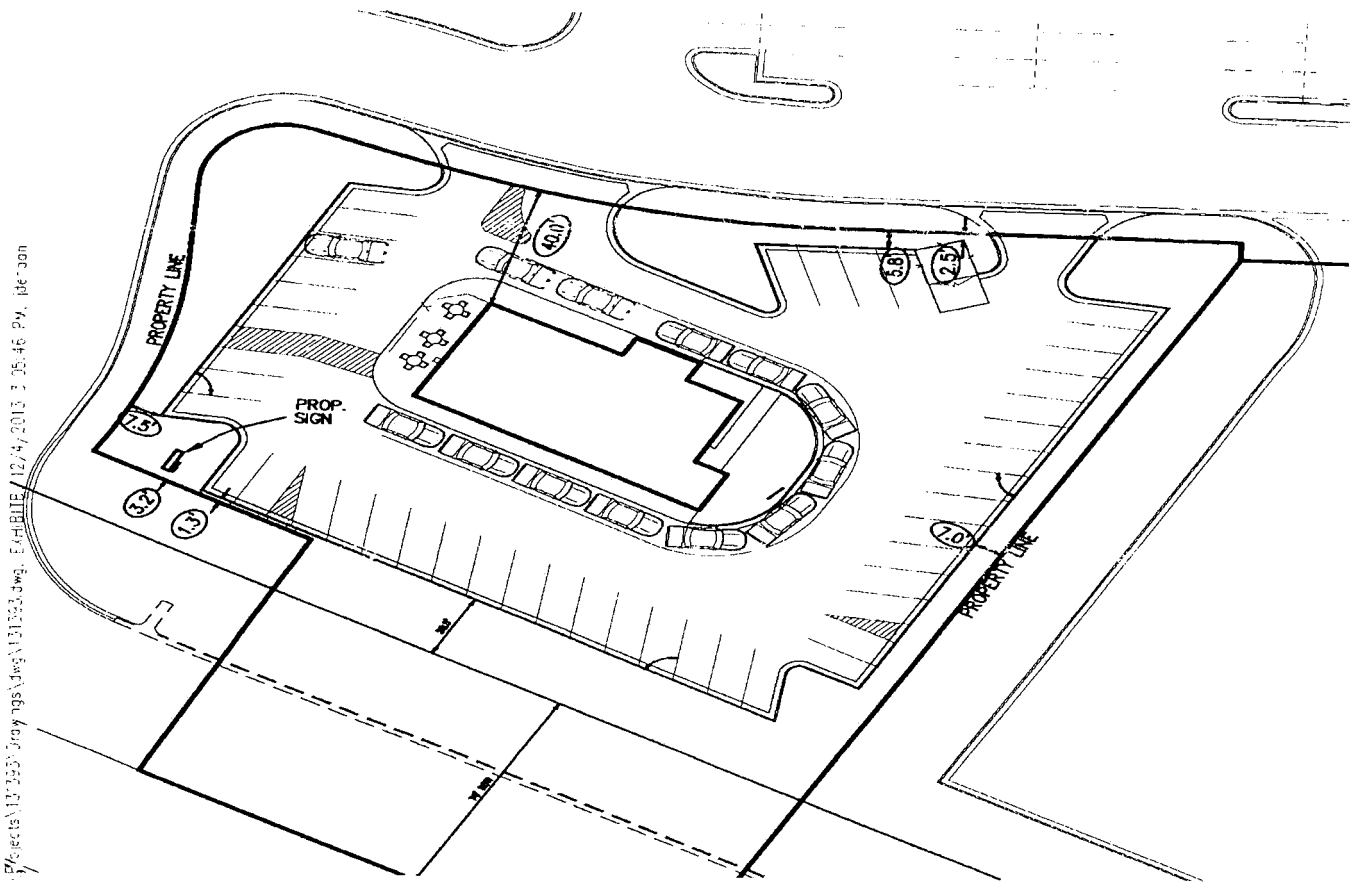
(the Property)

Part of the SE 1/4, Section 5, T2N, R5E, Genoa Township, Livingston County, Michigan, described as: Commencing at the SE corner of said Section 5; thence N02°11'26"E 548.49 feet along the East line of said SE 1/4 to the centerline of Grand River Avenue; thence N60°51'00"W 1027.33 feet along said centerline to the PLACE OF BEGINNING of this description; thence N60°51'00"W 143.92 feet along said centerline; thence N27°11'01"E 89.24 feet; thence N60°51'00"W 60.77 feet; thence Northeasterly 70.50 feet along a 138.35 foot radius curve to the left, the chord of which bears N19°10'54"E 69.74 feet; thence N04°34'53"E 27.58 feet; thence Northeasterly 38.18 feet along a 20.35 foot radius curve to the right, the chord of which bears N58°20'33"E 32.82 feet; thence S67°53'47"E 30.53 feet; thence Southeasterly 103.15 feet along a 300.00 foot radius curve to the left, the chord of which bears S77°44'46"E 102.64 feet; thence S87°35'46"E 94.20 feet; thence S02°24'14"W 5.92 feet; thence S29°09'00"W 282.30 feet to the place of beginning.

EXHIBIT B

(Drawing depicting location of revised setback requirements)

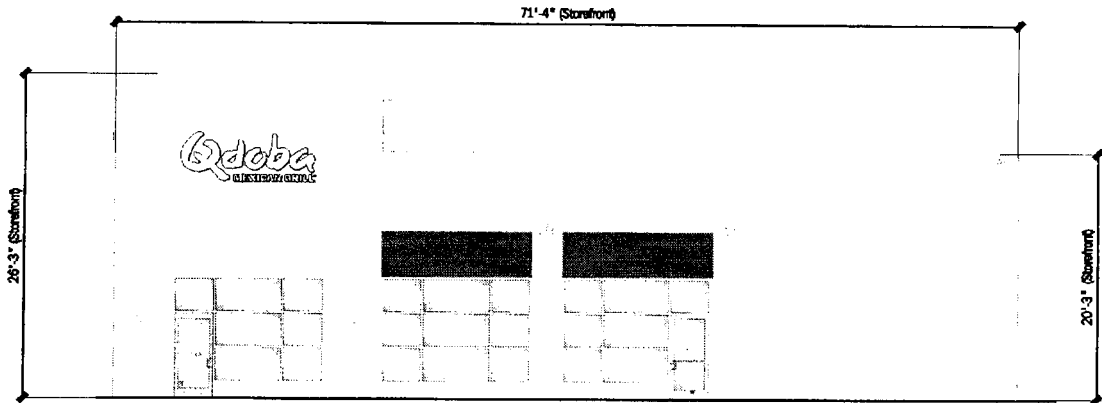
EXHIBIT B
(DRAWING DEPICTING LOCATION OF REVISED SETBACK REQUIREMENTS)



P:\Projects\12-253\Drawings\dwg\121253.dwg, EXHIBIT B / 12/4/2013 3:05:46 PM, jle-jon

EXHIBIT C

(Depiction of Three Exterior Building Signs)



Building Elevation - South - Facing Grand River

Scale: 1/8"=1'-0"

City allows:
 Monument: 72 sq. ft. max, 6' tall max, 10' setback
 1 wall sign allowed on 10% of facade or 164 sq. ft. max.
 2nd sign allowed if located on a corner facing a street
 3rd A variance would be required, city stated there may not be too much resistance as there have been other variances granted in this corridor



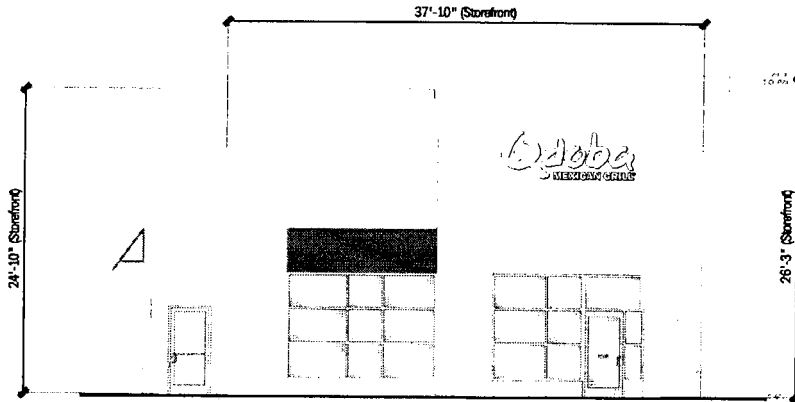
Design No.: 13-0117-10
 Date: October 25, 2013
 Sheet: 2 of 6
 Location: 3883 E. Grand River Ave
 City/State: Howell, MI

Contact Information:
 Salesman: Todd Hefner
 Designer: Trent Schultz
 8817.625.4323 8817.625.2123
 www.awningandsign.com

Final electrical connection note:
 Customer is responsible for retaining a licensed electrician to complete final connection.
 Printing Note: Illustration to be printed on 8 1/2" x 14" Legal paper.

The information contained in this Document and the Design work are the sole Property of National Awning & Sign, LLC and may not be copied, distributed or made available to others without expressed written consent of National Awning & Sign, LLC.

Final Approvals
 Customer:
 Salesman:
 Project Manager:



Building Elevation - West - Facing Meijer Entry way

Scale: 1/8"=1'-0"

City allows:
 Monument: 72 sq. ft. max, 6' tall max, 10' setback
 1 wall sign allowed at 10% of facade or 100 sq. ft. max
 2nd sign allowed if located on a corner facing a street
 3rd A variance would be required, city stated there may not be too much resistance as there have been other variances granted in this corridor



Design No.: 13-0127r104
 Date: October 25, 2013
 Sheet: 1 of 6
 Location: 3883 E. Grand River Ave
 City/State: Howell, MI

Contact Information:
 Salesman: Todd Hefner
 Designer: Trent Schütz
 PB: 7.625.4323 FB: 7.625.2123
 www.awningandsign.com

Final electrical connection note:
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