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BRANDON DENBY
REGISTER OF DEEDS
LIVINGSTON COUNTY, MI 48843
RECORDING: 26.00
REMON: 4.00
PAGES: 22

PLANNED UNIT DEVELOPMENT AGREEMENT

THE LEGACY APARTMENT HOMES

Entered into between:

Grantor: Grand River Dorr LLC, a Michigan limited liability company, whose address is 31550 Northwestern Hwy., Ste 220, Farmington Hills, Michigan 48334

and

Grantee: Genoa Charter Township, a Michigan Charter Township, whose address is 2911 Dorr Road, Brighton, Michigan 48116

Dated: September 24, 2024

Drafted by, but no opinion of title rendered, and
when record, return to:

Mark S. Kassab
M. Shapiro Real Estate Group
31550 Northwestern Highway, Suite 220
Farmington Hills, MI 48334

PLANNED UNIT DEVELOPMENT AGREEMENT

This Planned Unit Development Agreement **("Agreement")** is entered into as of September 24, 2024, by Grand River Dorr LLC, a Michigan liability company, whose address is 31550 Northwestern Hwy., Ste 220, Farmington Hills, MI 48334 **("Owner")** and Genoa Charter Township, a Michigan Charter Township, whose address is 2911 Dorr Road, Brighton, Michigan 48116 **("Township").**

RECITALS

A. Owners, own certain real property consisting of **52+/-** acres located in the Genoa Charter Township, Michigan which is more particularly described on **Exhibit A** attached hereto (the "**Property**"). The Property has been established as two (2) separate tax parcels consisting of 11-11-300-014 and 11-14-100-002.

B. Owner desires to develop the Property as a Planned Unit Development, which will consist of a development of **204** attached apartment units.

C. At a meeting held by the Township Planning Commission on July 11, 2022, the Township Planning Commission recommended approval of Owner's Conceptual Planned Unit Development Site Plan for the Project prepared by PEA Engineering – Job Number **2021-0578**, last revised **5/24/2022 ("Preliminary Site Plan")**, subject to certain conditions as more fully set forth in Section 2.3 below.

D. At a meeting held by the Township Board on November 21, 2022, the Township Board approved the Conceptual Planned Unit Development Site Plan, subject to certain conditions as more fully set forth in Section 2.3 below.

E. At a meeting held by the Township Planning Commission on June 12, 2023, the Township Planning Commission recommended approval of Owner's Final Site Plan for the Project subject to certain conditions as more fully set forth in Section 2.3 below. The Final Development Site Plan is attached as **Exhibit B** as is referred to herein as the **"PUD Plan."**

F. At a meeting held by the Township Board on July 17, 2023, the Township Board approved Owner's Planned Unit Development Agreement on the Project, subject to the conditions set forth in this Agreement, including without limitation Section 2.3 below.

G. The Township determined that the Property qualifies for development as a Residential Planned Unit Development (RPUD) under the Genoa Charter Township's Zoning Ordinance **("Zoning Ordinance")** because the Project will provide preservation of significant natural features and provide common open space for passive or active recreational use.

H. By entering in this Agreement, Owner, and the Township desire to set forth the parties' obligations with respect to the Property and the Project and the terms and requirements under which the Property and the Project shall be developed.

NOW, THEREFORE, in consideration of the premises and the mutual covenants of the parties described in this Agreement, the parties agree as follows:

ARTICLE I

DESCRIPTION OF THE PROJECT; PUD AND PUD PLANS

1.1 **Description of Project.** The overall project (**"Project"**) covers an area comprising **52 +/-** acres located along Grand River Road and Dorr in the Township. The project will contain **204** attached apartment units (each, a **"Project"**). The Project generally meets the requirement of the Zoning Ordinance and is consistent with the conditions imposed in the recommendation for approval by the Planning Commission. The Project shall include open space and other elements as set forth in this Agreement and the PUD Plan. The Project will also contain approximately **29** acres of total open space.

1.2 **Final PUD Plan Approval; Exhibits.** The PUD Final Site Plan was approved by the Township Planning Commission on June 12, 2023. The PUD Plan approval grants the Owner the right to improve as set forth in the PUD Plan, as the same may be modified and amended in accordance with the Township Zoning Ordinance are incorporated herein and made a part thereof by reference.

1.3 **Deviations from and/or Modifications to Standard Zoning Requirements.** Except as otherwise provided in this Agreement and the PUD Plan attached hereto, Owner shall generally adhere to all Township Ordinances. Deviations from the Township Zoning Ordinance which the Township shall be deemed to have granted, and hereby grants, as well as modifications to standard zoning requirements which will be requested, if any, are as set forth on the PUD Plan. Deviations requested are as follows:

ZONING Deviations

3.05.02 (e)	Modification of the horizontal minimum curve radius from 150' to 100'
15.05.03	Road to garage and parking driveways less than 30' radius.
10.03.01(c)	The open space along the exterior public roads shall have a depth ranging from 100' to a minimum of 75' either landscaped or preserved in a natural wooded condition. Minimum open space from the existing public road rights of way is 75' wide.
12.01.03	Request for reduction in the percentage of brick required on building walls exposed to a public road to 54% and an increase in percentage of vinyl siding (or other materials outlined in 4.8(b) hereof) to 46%. Front facing elevations along Grand River and Dorr Road will contain a higher end material in addition to the enhanced frontage landscaping along both roads.
12.02.04	Garage access areas with parking allowed in front of garages will not provide interior landscaping.
13.02.04(d)	Request for grading up to 10' from regulated wetland.
14.02.06	Request to exceed parking space requirement more than 20%, to 75%

14.06.09 Parking lots and related maneuvering aisles shall meet minimum setbacks from adjacent street R.O.W. as shown in the schedule of regulations and have parking lot landscaping. The minimum distance to a parking space in front of a garage is 13' from the back of the curb of the site roadway.

14.06.10 Parking lots shall have minimum rear and side yard setbacks including berming and landscaping. Requesting deviation to a minimum of 11.9'.

11.04.03(j) Retaining wall in a front yard (Grand River Avenue and Dorr Road) at a height greater than 3 feet proposed to accommodate the north infiltration/detention basin

1.4 **Owner.** The obligations contained in this Agreement which apply to the Owner shall remain the responsibility of the Owner until such time as the Owner has assigned its obligations under this Agreement to a successor Owner who has assumed Owner's obligations under this Agreement in writing or to an association of owners that assume such obligations. Wherever the term "Owner" is used in this Agreement, it shall be deemed to include (i) the Owner named in this Agreement and the entity identified as the Owner (ii) the Owners of the Property.

1.5 **Name and Address of Owner.** The Owner of the Property described on Exhibit A is Grand River Dorr, LLC, whose address is c/o Mark Kassab, 31550 Northwestern Highway, Suite 220, Farmington Hills, MI 48334.

1.6 **Statement of Planning Objectives to Be Achieved by the Owner.** The primary planning objectives of this development is to provide Apartments for rent consisting of stacked ranch units.

1.7 **Statement of Applicant's Intention Regarding Leasing.** It is the intent of the Owner to develop the Project and to market for leasing of apartment homes.

ARTICLE II

REQUIREMENTS FOR DEVELOPMENTS

2.1 **Development Standards.** The Property shall be developed and improved compliance with the following:

(a) The Charter Township of Genoa Zoning Ordinance, as amended, except were modified by this Agreement and the Exhibits attached hereto;

(b) This Agreement;

(c) The PUD Plan;

(d) The conditions set forth in Section 2.3 below; and

(e) All Applicable federal, state and country laws, rules and regulations.

2.2 **Effect of PUD Approval.** To the extent that developing the Property in accordancewith this

Agreement and the PUD Plan will deviate from the Zoning Ordinance or any other Township ordinance or regulation, this Agreement and the PUD Plan shall control. To the extent this Agreement and PUD Plan attached hereto are silent on development issues, the Project shall comply with the Zoning Ordinance and other Township ordinances and regulations. All improvements constructed in accordance with this Agreement and the PUD Plan shall be deemed to be conforming under the Zoning Ordinance and in compliance with all ordinances of the Township. The Project shall not be subject to any additional requirements contained in any amendments or additions to Township Zoning Ordinance adopted subsequent to the date of this Agreement which conflict with the provisions of this Agreement, including the PUD Plan and/or any plans which are approved pursuant to this Agreement.

2.3 **Conditions to Approval.** Owner shall obtain all state, county, and federal permits for the development of the Project. Owner shall not install any site improvements within the Property, including without limitation, installation of roads and utilities, until the completion of such pre-construction meeting as required by the Township Engineer or Utility System Authorities (the "Site Improvement Pre-Con Meeting"). Notwithstanding the foregoing, Owner shall be entitled to obtain a grading permit from the Township and thereafter commence grading and clearing activities.

ARTICLE III

USES WITHIN THE PROJECT

3.1 **Approved Uses for the Project.** The Project will consist of a residential project containing **204** attached apartment units, with approximately **29 acres** of total open space, per the PUD Plan.

3.2 **Permitted Density.** The Project will have a density of approximately **6.18** residential units per acre based on the net acreage of the property.

ARTICLE IV

OWNER'S RIGHTS AND OBLIGATIONS

4.1 **Right to Develop; Phasing.** Owner shall develop the Property in accordance with the PUD Plan and this Agreement in a single phase.

4.2 **Development Schedule.** Owner shall commence development of Phase I on or about December 31, 2025.

4.3 **Internal Roads in the Project.** The internal roads within the Project will be private and asphalt or concrete. As such, internal circulation drives shall be built in conformance with the applicable requirements and standards of the Township for private roads.

4.4 **Landscape Plan**. The Landscape Plan which is part of the PUD Plan attached hereto as Exhibit B identifies the landscaping to be installed within the Project.

4.5 Utilities.

(a) **Sanitary Sewer System.** Sanitary sewers are available to the site and the Owner must connect to the Township's sanitary sewer system. Connection to the sanitary sewer system shall require payment of all applicable fees, charges, and assessments, in accordance with the Township's Ordinance. The PUD Plan identifies the sewer lines and related sanitary sewer easements to be dedicated to the Township.

(b) **Water System.** Water service sewers is available to the site and the Owner must connect to the Township' s water system. Connection to the water system shall require payment of all applicable fees, charges, and assessments, in accordance with the Township's Ordinance. The PUD Plan identifies the water lines and related water easements to be dedicated to the Township.

4.6 Storm Water Detention. Storm water shall be conveyed by a storm sewer system to a storm water detention basin located within the Project. All such storm water drainage facilities, including the detention basin and all related improvements shall be designed in accordance with all applicable ordinances in addition to the Livingston County Drain Commission engineering regulations and standards.

4.7 Signs and Entryway Features. The PUD Plan attached hereto includes an entry wall monument, signage, stone, piers and decorative fencing, which is approved. Demarcation signs shall be installed along the natural features' 25-foot setback to ensure that encroachment does not take place. The landscape plan for the corner of Grand River and Dorr Road, in addition to the signage, stone, piers and decorative fencing is attached hereto as **Exhibit D**. Owner shall otherwise comply with all the sign regulations in the Township's sign ordinance, as amended.

4.8 Architectural and Site Design Guidelines. The Project shall be developed in conformance with the following architectural and site minimum standards:

(a) **Minimum Setbacks.** Setback's requirements shall be as specified in the PUD Plan.

(b) **Exterior Materials.** The materials used on the exterior of the attached units shall consist of any of the following materials: brick, vinyl, or similar siding, or stone. Elevations of buildings that directly front along Grand River and Dorr Road will contain a material other than horizontal vinyl siding. Alternatives to horizontal siding may be LP siding, decorative shakes (vinyl or wood). This will only be applicable to the frontage on the building elevation along Grand River and Dorr Road.

(c) **Driveway and Sidewalks**. Curbs, gutters, and sidewalks shall be constructed of concrete. Parking lots and interior driveways will be constructed of asphalt or concrete.

(d) **Garages.** All dwellings shall have an attached garage.

(e)

ARTICLE V

PERFORMANCE GUARANTEE REQUIREMENTS

5.1 **Performance Guaranties.** Performance guarantees covering the estimated cost of improvements for the applicable phase being developed shall be provided to the extent required by and in accordance with the Township's Ordinances. The Owner shall place a bond, cash, or other form of financial instrument for any such performance guarantees required by the Township.

5.2 **Escrow for Offsite Sanitary Upgrade:** The Developer has agreed to assist the Township with an upgrade to an off-site pump station (Pump Station 10). The Developer shall place in escrow an amount equivalent to the cost of its proportionate share of its impact to the pump station. As a condition of approvals, the Owner and Township shall enter into a Utility Pump Station Escrow Agreement in the form substantially similar to the version shown on Exhibit C.

ARTICLE VI

MAINTENANCE OF OPEN SPACE AND COMMON AREAS

6.1 **Common Elements and Common Facilities.** The Owner shall be responsible for the maintenance and repair of all roads, utilities that are not dedicated to the Township, storm drainage facilities, existing common areas and features (e.g., walkways, signs, retaining walls, lighting, and landscaping) and open space. The use and access of the wetlands will be established as a conservation easement over the regulated wetlands in a form to be agreed upon with EGLE (and the Township, if required).

ARTICLE VII

TOWNSHIP'S RIGHTS AND OBLIGATIONS

7.1 **Permits and Authorizations.** The Township shall grant to Owner and its contractors and subcontractors all Township permits and authorizations necessary to bring and/or construct all utilities necessary to service the Property and to otherwise develop and improve the Property in accordance with the PUD Plan, provided the Owner has first made all requisite filings and submissions for permits, complied with the requirements for said permits or authorizations, submissions and paid all required fees in accordance with the Township's Ordinances in addition to the agencies having authority over such. The Owner will be responsible for obtaining all required approvals and necessary permits or authorizations from the appropriate agencies, including but not limited to approvals and/or permits from the Utility Authority.

7.2 **Township Action for Failure to Maintain Property.** In the event the Owner defaults in its obligation to maintain the Property in a reasonable condition, using reasonable standards, and consistent with and as required under the PUD Plan and this Agreement, the Township may seek such remedies as provided by Section 21.04 of the zoning ordinance. The cost and expense of such curative action, including the cost of notices by the Township and the reasonable legal, planning, and engineering fees and cost incurred by the Township shall be paid by the Owner. Such amount shall constitute a lien on the property and the Township may require such costs and expenses to be paid prior to the commencement of work.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

8.1 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

8.2 **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one agreement. The signature of any party to any counterpart shall be deemed to be a signature to, and may be appended to, any other counterpart.

8.3 **Successors and Assigns.** The terms, provisions and conditions of this Agreement are and shall be deemed to be of benefit to the Property and shall run with and bind the Property, and shall bind and inure to the benefit of the successors and assigns of the parties to this Agreement.

8.4 **Amendment.** This Agreement may only be modified by written agreement of the Township and Owner or any successor in title who assumes Owner's rights and obligations hereunder. Notwithstanding, any amendments to this Agreement shall also requirethe written consent of Owners if Owners continue to hold title to any portion of the Property.

8.5 **Authority.** This Agreement has been duly authorized by all necessary action of Owner and the Township, through the approval of the Township Board at a meeting in accordance with the laws of the State of Michigan, and the ordinances of the Township. By the execution of this Agreement, the parties each warrant that they have the authority to execute this Agreement and bind the Property in its respective entities to its terms and conditions.

8.6 **Partial Invalidity.** Invalidation of any of the provisions contained in this Agreement or of the application thereof to any person by judgment or court order shall in no way affect any of the other provisions hereof or the application thereof to any other person and the same shall remain in full force and effect.

8.7 **No Partnership.** None of the terms or provisions of this Agreement shall be deemed to create a partnership or joint venture between Owner and the Township.

8.8 **Incorporation of Documents.** The recitals contained in this Agreement, the introductory paragraph, and all exhibits attached to this Agreement and referred to herein shallfor all purposes be deemed to be incorporated in this Agreement by this reference and made apart of this Agreement.

8.9 **Integration Clause.** This Agreement is intended as the complete integration of all understandings between the parties related to the subject matter herein. No prior contemporaneous addition, deletion or other amendment shall have any force or effect whatsoever, unless referenced in this Agreement.

8.10 **Incorporation of Owner's Representations, Warranties and Information.** All representations, warranties and information previously provided by Owner in any submission by the Owner to the Township are hereby incorporated in this Agreement by reference.

8.11 **Recording.** This Agreement, or a notice of its existence, shall be executed by the Owner and Owners and recorded by the Owner in the office of the Livingston County Register of Deeds, and may be recorded by any of the undersigned parties following the execution of this Agreement prior to land use permit issuance.

8.12 **Waiver.** Failure of either party to insist upon strict performance of any of the terms, conditions or covenants hereof shall not be deemed to be a waiver of any rights or remedies that such party may have hereunder, at law or in equity, and shall not be deemed a waiver of any subsequent breach or default under this Agreement. No waiver by either party of any default under this Agreement shall be effective or binding unless made in writing and no such waiver shall be implied from any omission by the party to take an action with respect to the default. No express written waiver of any default shall affect any other default or cover any other period of time, and one or more written waivers of any default shall not be deemed to be a waiver of any subsequent default in performance of the same or any other term or provision contained in this Agreement.

8.13 **Violations.** Violations of the provisions of this Agreement shall be deemed to be violations of the Township Zoning Ordinance and shall entitle the Township to all the rights and remedies provided by the Zoning Ordinance or any other applicable law for such violation.

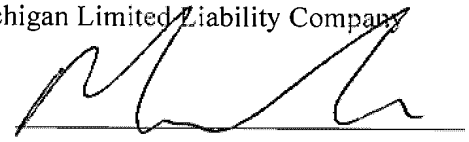
[Signatures and notarization are contained on the following pages]

[Signature page to Planned Unit Development Agreement]

The parties hereto have executed this Agreement as of the year and date set forth above.

"OWNER"

Grand River Dorr, LLC,
A Michigan Limited Liability Company

By: 

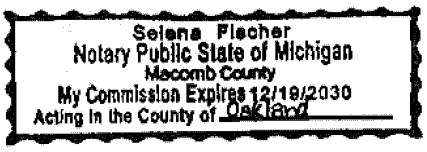
Mark Kassab

Its: Authorized Agent

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing Planned Unit Development Agreement was acknowledged before me on this day of October 2nd 2024, by Mark Kassab, Authorized Agent of Grand River Dorr LLC, A Michigan Limited Liability Company.





[Signatures and notarization are continued on the following page)

[Signature page to Planned Unit Development Agreement)

"TOWNSHIP"

Genoa Charter Township, Livingston County
A Michigan Charter Township

By: Bill Rogers
Its: Bill Rogers
SUPERVISOR

STATE OF MICHIGAN)
) ss.
COUNTY OF LIVINGSTON)

The foregoing PUD Agreement was acknowledged before me on this day of ~~September 24~~ October 2, 2024, by Bill Rogers, Township Supervisor of Genoa Charter Township, a Michigan Charter Township, on behalf of the Township.

Acknowledged before me, this 2nd day of October 2024, a Notary Public in and for Livingston County, Michigan.
Kathleen R. Murphy
(Signature)
NOTARY PUBLIC
My Commission Expires June 30 2024 28

KATHLEEN R. MURPHY
Notary Public, Livingston County, MI
My Commission Expires June 30, 2028

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

PROPERTY DESCRIPTION:

BEING A PART OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 11, AND A PART OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 14, TOWN 2 NORTH, RANGE 5 EAST, GENOA TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN, DESCRIBED AS:

BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 11 SAME BEING THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 14; THENCE, ALONG THE WEST LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 14, SAME BEING THE CENTERLINE OF DORR ROAD (66 FOOT RIGHT OF WAY), SOUTH 00 DEGREES 15 MINUTES 00 SECONDS EAST, A DISTANCE OF 1340.74 FEET TO THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 14; THENCE ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 14, NORTH 89 DEGREES 50 MINUTES 12 SECONDS EAST, A DISTANCE OF 1335.60 FEET TO THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 14; THENCE ALONG THE EAST LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 14, NORTH 00 DEGREES 02 MINUTES 14 SECONDS WEST, A DISTANCE OF 1029.24 FEET TO THE SOUTHEAST CORNER OF A PARCEL DESCRIBED IN WARRANTY DEED RECORDED IN LIBER 777, PAGE 269, LIVINGSTON COUNTY RECORDS; THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL, SOUTH 86 DEGREES 34 MINUTES 33 SECONDS WEST, A DISTANCE OF 140.24 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL; THENCE ALONG THE SOUTHERLY LINE OF S PARCEL DESCRIBED IN WARRANTY DEED RECORDED IN LIBER 2443, PAGE 454, LIVINGSTON COUNTY RECORDS, NORTH 89 DEGREES 56 MINUTES 58 SECONDS WEST, A DISTANCE OF 235.00 FEET TO A POINT BEING 375.00 FEET WEST OF THE EAST LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 14; THENCE ALONG A LINE BEING 375.00 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 14, NORTH 00 DEGREES 02 MINUTES 14 SECONDS WEST, A DISTANCE OF 315.00 FEET TO A POINTON THE NORTH LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 14 SAME BEING THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 11; THENCE ALONG A LINE BEING 375.00 WEST AND PARALLEL TO THE EAST LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 11, NORTH 00 DEGREES 07 MINUTES 24 SECONDS EAST, A DISTANCE OF 420.56 FEET TO THE SOUTHERLY LINE OF GRAND RIVER AVENUE (100 FOOT RIGHT OF WAY); THENCE ALONG SAID SOUTHERLY LINE, NORTH 68 DEGREES 30 MINUTES 00 SECONDS WEST, A DISTANCE OF 1037.63 FEET TO A POINT ON THE WEST LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 11 SAME BEING THE CENTERLINE OF SAID DORR ROAD; THENCE ALONG SAID WEST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 11, SOUTH 00 DEGREES 04 MINUTES 32 SECONDS WEST A DISTANCE OF 800.00 FEET TO THE POINT OF BEGINNING. CONTAINING 2,262,563 +– SQUARE FEET OR 51.941 +– ACRES OF LAND.

EXHIBIT B

PUD PLAN

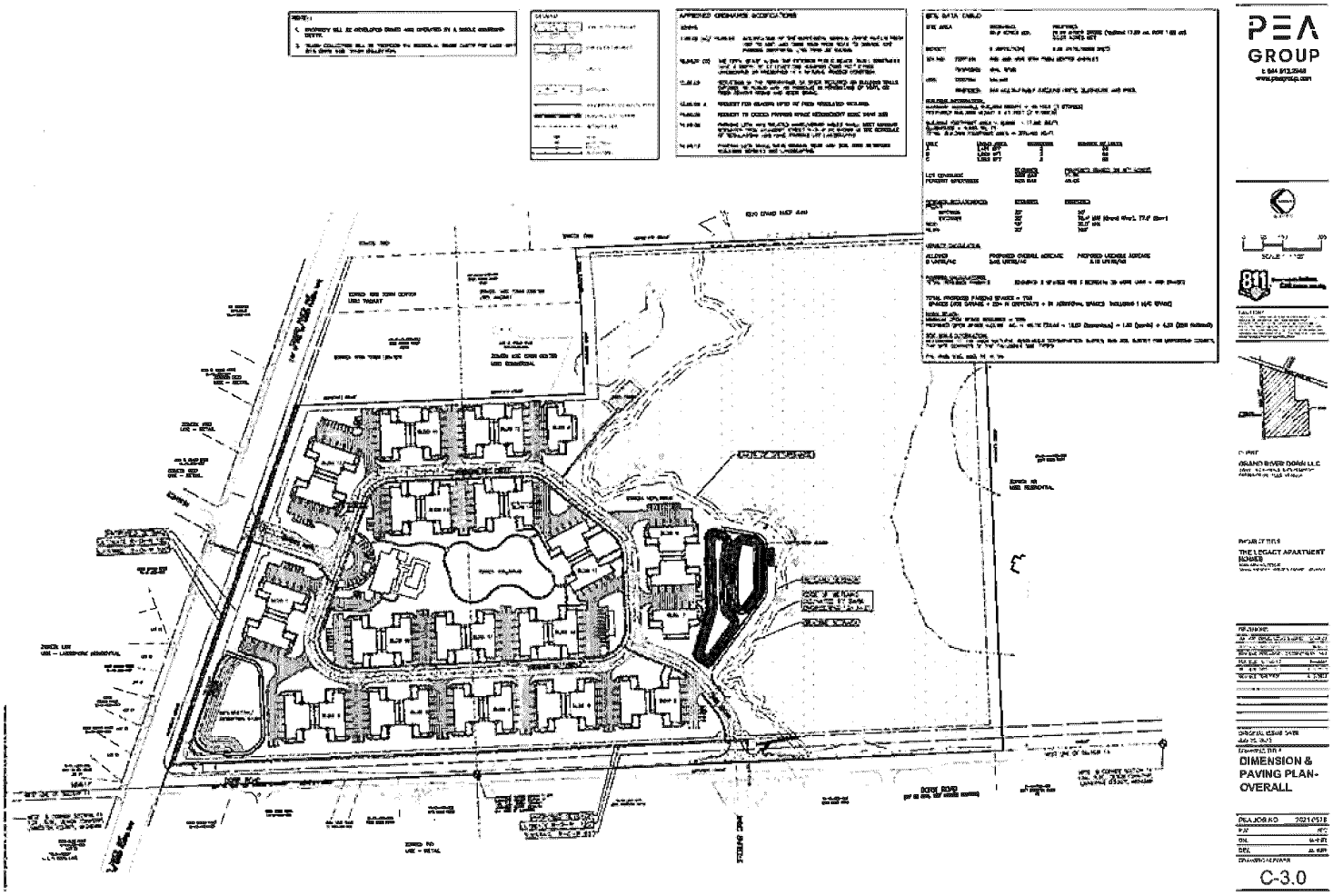


EXHIBIT C

UTILITY PUMP STATION ESCROW AGREEMENT

(to be attached)

UTILITY PUMP STATION ESCROW AGREEMENT

THIS UTILITY PUMP STATION ESCROW AGREEMENT (this "Agreement") is entered into effective this 2nd day of October, 2024 (the "Effective Date") by and between Grand River Dorr, LLC, a Michigan limited liability company with an address of 31550 Northwestern Hwy., Ste 220, Farmington Hills, MI 48334 ("Developer"), and Genoa Charter Township, a Michigan Charter Township with an address of 2911 Dorr Road, Brighton, Michigan 48116 (the "Township").

RECITALS

A. Developer owns property located in Genoa Township consisting of 52+/- acres located in the Genoa Charter Township, Michigan which is more particularly described on **Exhibit A** attached hereto (the "Property"). The Property has been established as two (2) separate tax parcels consisting of parcel numbers 11-11-300-014 and 11-14-100-002.

B. Developer has requested that the Property be served by the existing sanitary sewer offsite pump station, which pump station is known as Pump Station 10 (the "Pump Station").

C. In order to serve the Property via the Pump Station, the Township is required to perform certain upgrades to the Pump Station (the "Pump Station Upgrades").

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Developer and Township agree as follows:

AGREEMENT

1. The Township has obtained a bid for the construction of the Pump Station Upgrades, which is attached to this Agreement as **Exhibit B** (the "Pump Station Upgrades Bid").

2. The Developer agrees that it shall pay its proportionate share of the cost of the Pump Station Upgrades, as shown on the Pump Station Upgrades Bid, (the "Developer's Cost"). The Township and the Developer acknowledge and agree that the Developer's Cost is forty-two thousand two hundred and 00/100 Dollars ($42,200.00). The Developer's Cost shall be placed in escrow with the Genoa Charter Township (the "Escrow Authority") in accordance with the following procedure:

   (a) Developer shall place fifty percent (50%) of the Developer's Cost in escrow with the Escrow Authority upon the issuance of the first (1st) building permit for the Project (as that term is defined in the PUD Agreement between Developer and Township entered into on even date herewith).

   (b) Developer shall place the remaining fifty percent (50%) of the Developer's Cost in escrow with the Escrow Authority upon the issuance of any permit applicable to the second fifty percent (50%) of the entire Project.

3. Upon Utility Department acceptance of onsite utilities, the Township shall sign the Pump Station Upgrades Bid and commence work on the Pump Station Upgrades. The Township shall oversee the installation, testing, and operation of the Pump Station Upgrades and pay the balance of the costs for the Pump Station Upgrades. The Township's acceptance of any portion of the Developer's Cost shall be evidence of the Township's binding commitment to complete the Pump System Upgrades.

Livingston County Register of Deeds. 2024R-018399

4. Following completion of the Pump System Upgrades, the Township shall promptly reimburse the Developer for its proportionate share of any remaining funds held in escrow for the Pump System Upgrades.

5. No failure or delay in the performance of this Agreement by either party shall be deemed to be a breach when such failure or delay is occasioned by or due to any act of god, strikes, lockouts, wars, riots, epidemics, explosions, sabotage, breakage, accidents to machinery or lines of pipe, the binding order of any court or governmental authority, or any other cause, whether of the kind herein enumerated, or otherwise not in control of the party claiming suspension, provided that no cause or contingency shall relieve the Developer of its obligation to make payment.

6. This Agreement represents the entire agreement between the parties related to the Pump System Upgrades and supersedes all prior representations, negotiations, or agreements regarding the same, whether written or oral.

7. Should any provisions of this Agreement be found by a Court to be invalid for any reason, it shall be severed from the Agreement and the remaining provisions shall remain in full force and effect.

8. The parties, through their authorized representatives, have executed this Agreement as of the Effective Date.

DEVELOPER:
Grand River Dorr LLC,
a Michigan limited liability company

By: _____
Name: James M. Galbraith
Its: Authorized Agent

TOWNSHIP:
Genoa Charter Township,
a Michigan charter township

By: _____
Name: Bill Rogers
Its: Supervisor

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

PROPERTY DESCRIPTION:

BEING A PART OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 11, AND A PART OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 14, TOWN 2 NORTH, RANGE 5 EAST, GENOA TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN, DESCRIBED AS:

BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 11 SAME BEING THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 14; THENCE, ALONG THE WEST LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 14, SAME BEING THE CENTERLINE OF DORR ROAD (66 FOOT RIGHT OF WAY), SOUTH 00 DEGREES 15 MINUTES 00 SECONDS EAST, A DISTANCE OF 1340.74 FEET TO THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 14; THENCE ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 14, NORTH 89 DEGREES 50 MINUTES 12 SECONDS EAST, A DISTANCE OF 1335.60 FEET TO THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 14; THENCE ALONG THE EAST LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 14, NORTH 00 DEGREES 02 MINUTES 14 SECONDS WEST, A DISTANCE OF 1029.24 FEET TO THE SOUTHEAST CORNER OF A PARCEL DESCRIBED IN WARRANTY DEED RECORDED IN LIBER 777, PAGE 269, LIVINGSTON COUNTY RECORDS; THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL, SOUTH 86 DEGREES 34 MINUTES 33 SECONDS WEST, A DISTANCE OF 140.24 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL; THENCE ALONG THE SOUTHERLY LINE OF S PARCEL DESCRIBED IN WARRANTY DEED RECORDED IN LIBER 2443, PAGE 454, LIVINGSTON COUNTY RECORDS, NORTH 89 DEGREES 56 MINUTES 58 SECONDS WEST, A DISTANCE OF 235.00 FEET TO A POINT BEING 375.00 FEET WEST OF THE EAST LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 14; THENCE ALONG A LINE BEING 375.00 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 14, NORTH 00 DEGREES 02 MINUTES 14 SECONDS WEST, A DISTANCE OF 315.00 FEET TO A POINTON THE NORTH LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 14 SAME BEING THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 11; THENCE ALONG A LINE BEING 375.00 WEST AND PARALLEL TO THE EAST LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 11, NORTH 00 DEGREES 07 MINUTES 24 SECONDS EAST, A DISTANCE OF 420.56 FEET TO THE SOUTHERLY LINE OF GRAND RIVER AVENUE (100 FOOT RIGHT OF WAY); THENCE ALONG SAID SOUTHERLY LINE, NORTH 68 DEGREES 30 MINUTES 00 SECONDS WEST, A DISTANCE OF 1037.63 FEET TO A POINT ON THE WEST LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 11 SAME BEING THE CENTERLINE OF SAID DORR ROAD; THENCE ALONG SAID WEST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 11, SOUTH 00 DEGREES 04 MINUTES 32 SECONDS WEST A DISTANCE OF 800.00 FEET TO THE POINT OF BEGINNING. CONTAINING 2,262,563 +- SQUARE FEET OR 51.941 +- ACRES OF LAND.

EXHIBIT B

Pump Station Upgrades Bid

OPINION OF PROBABLE CONSTRUCTION COST

TETRA TECH

3497 Coolidge Road, East Lansing, MI 48823 Telephone: (517) 316-3930

PROJECT:	Legacy Apartments Utility Study	DATE:	3.9.2023
LOCATION:	Genoa Township	PROJECT NO.	200-12736-23008
BASIS FOR ESTIMATE:	[X] CONCEPTUAL [ ] PRELIMINARY [ ] FINAL	ESTIMATOR:	S.Byrne
WORK:	Pump Station 10 Improvements	CHECKED BY:	G Markstrom
	Including new pumps and elecrical upgrades	CURRENT ENR:	13176

ITEM NO.	DESCRIPTION	QUANT.	UNIT	UNIT AMOUNT	TOTAL AMOUNT
1	General				
6	Utility Allowance (2% of Construction Cost)	1	LS	-	$3,000
7	General Conditions (2% of Construction Cost)	1	LS	-	$3,000
8					
9	Pump Station Upgrades				
10	New Pumps (600 gpm at 72' TDH)	2	EA	$40,000.00	$80,000.00
11	Pump Station Electrical Upgrades	1	LS	$50,000.00	$50,000.00
12					
13					
14					
15					
16					
22					
23	Project Subtotal				$136,000.00
24					
25	Engineering, Legal, Administration, and Financing (25% Construction Total)				$34,000.00
26	Contingency (30% Construction Total)				$41,000.00
27					
28					
	TOTAL CONSTRUCTION COST				$211,000.00

EXHIBIT D

Corner Landscape Features

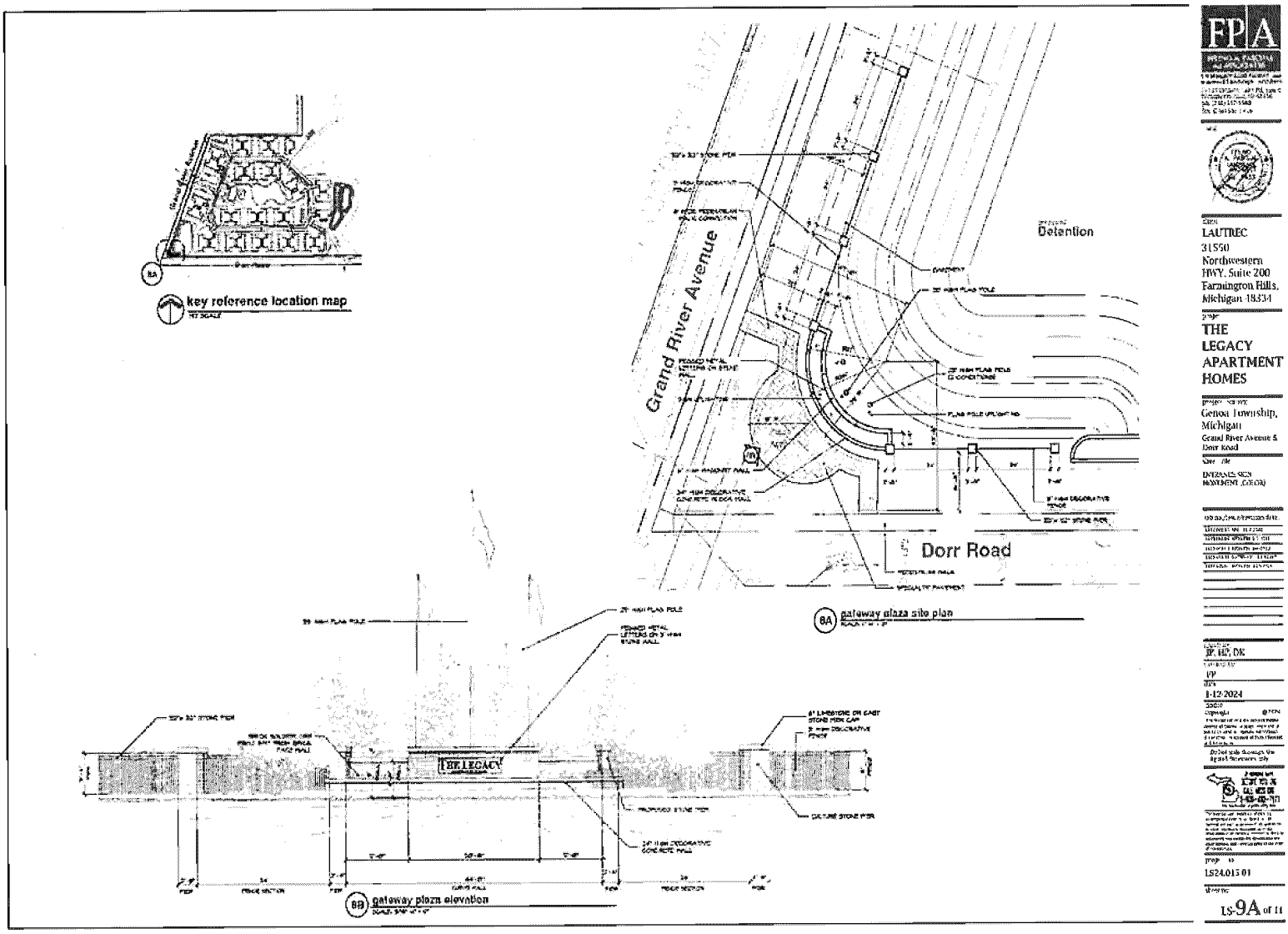


EXHIBIT D

Corner Landscape Features

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