

OCT 5 10 48 AM '93

PLANNED UNIT DEVELOPMENT AGREEMENT

This Planned Unit Development Agreement (NANCY HAVILAND Agreement) is entered into this 27 day of July, 1992, by and between Pasquale DelGiudice and Gina DelGiudice, his wife, Alexander DelGiudice, and Benedetta Burkowski, whose address is 3815 North Woodward Avenue, Royal Oak, Michigan 48073 (collectively "Developer") and The Township of Genoa, a Michigan municipal corporation, whose address is 2980 Dorr Road, Brighton, Michigan 48116 ("Township").

R E C I T A L S :

A. Developer owns certain real property located in Genoa Township, Livingston County, Michigan, which is more particularly described on Exhibit A attached hereto and made a part hereof (the "Property").

B. Developer desires to develop the Property with various residential land uses under a comprehensive development plan as a residential planned unit development ("PUD" or "Planned Unit Development").

C. The Township Planning Commission, after giving proper notice, held a public hearing on November 7, 1990, at which Developer's Preliminary Application and Conceptual Site Plan for a PUD were considered, comments and recommendations of the public were heard, and the Planning Commission's recommendations were made to the Township Board.

D. On February 19, 1991, the Township Board reviewed the Preliminary Application and Conceptual Site Plan and made recommendations to Developer concerning the PUD.

E. The Township Board, on its own initiative, rezoned the Property to a PUD Zoning District.

F. Developer submitted to the Township Planning Commission an Application for Final Approval to the PUD and Final Schematic Site Plan (collectively the "Final Application"), pursuant to the provisions of Article 10 of the Township's Zoning Ordinance (the "Zoning Ordinance").

G. The Planning Commission, after giving proper notice, held a public hearing, as required by Act No. 184 of Public Acts of 1943, as amended, at which the Final Application was considered, comments and recommendations of the public were heard, and a favorable recommendation was made by the Planning Commission to the Township Board concerning the Final Application.

LIBER 1744 PAGE 0698

LIBER 1744 PAGE 0699

H. The uses to be permitted within a PUD may consist of Single Family Residential, Condominium and Multiple Family Residential and certain related recreational uses.

I. The Township Planning Commission and Township Board have reviewed the Final Schematic Site Plan attached hereto as Exhibit B (the "Development Plan"), and have approved the Development Plan as to the general location and area of the specified Zoning Districts, the type, number and general location of dwelling units, the general location of open space areas, and the general layout and types of streets.

J. The Development Plan for the PUD is consistent with the purposes and objectives of the Township and is consistent with the Zoning Ordinance pertaining to permitted land uses, the intensity of such uses, the size and location of open space areas and the manner of their use.

K. Developer has made its application to the Township Board for final approval of the PUD, pursuant to and in accordance with the provisions of Article 10 of the Zoning Ordinance.

L. The Zoning Ordinance requires Township and Developer to enter into a Planned Unit Development Agreement in connection with the approval of the PUD.

NOW, THEREFORE, Developer and Township, in consideration of the mutual covenants of the parties described in this Agreement, and with the express understanding that this Agreement contains important and essential terms as part of the final approval of the PUD, agree as follows:

ARTICLE I

GENERAL TERMS OF AGREEMENT

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

1.2 Township acknowledges and represents that the Property has been rezoned to a residential PUD Zoning District.

1.3 The Development Plan is hereby approved in accordance with the authority granted to and vested in the Township under and pursuant to: Act No. 184, Public Acts of 1943, the Township Rural Zoning Act, and the Zoning Ordinance of Genoa Township, enacted September 8, 1981, as amended through November 6, 1991, except as modified in this Agreement. The approval of the Development Plan and/or this Agreement shall not relieve Developer from full compliance with the applicable provisions of Act No. 288, Public Acts of 1967, the Subdivision Control Act of 1967, Genoa Township Ordinance No. 74-00 in the form existing as of the date of

LIBER 1744 PAGE 0700

this Agreement, (the "Subdivision Regulations"), Act No. 59, Public Acts of 1978, the Condominium Act, and the Zoning Ordinance in the form existing as of the date of this Agreement, except as the requirements of the Zoning Ordinance are modified in this Agreement and/or the Development Plan. In addition, approval of the Development Plan shall not be deemed to confer any approval otherwise required by law.

1.4 The approved Development Plan for the PUD includes Exhibits A and B. The Development Plan was formulated by Developer and approved by Township, based upon the material terms of the following documents, which were presented to Township by Developer:

(a) Impact Assessment dated September 28, 1990, revised December 6, 1990, further revised January 23, 1992, prepared by Boss Engineering Company, which includes a vegetative evaluation, topographical evaluation, subsurface soils evaluation, and utility and facility impact assessment;

(b) Wetland Determination, prepared by Resources Management Group and dated July 12, 1990; and

(c) Traffic Impact Study dated December 11, 1990, prepared by Reid, Cool & Michalski, Inc.

1.5 Developer and Township acknowledge and agree that the approved Development Plan identifies the type, number and general configuration of permitted dwelling units and permitted land use clusters, to be submitted for specific preliminary plat or site plan approval. Site plan and plat review for the PUD will not be subject to any subsequent enactments or amendments to the Zoning Ordinance, the Subdivision Regulations or any other ordinances, rules and regulations of the Township which affect the development of the Property; site plans and plats will be reviewed and approved in light of this Agreement (including the Development Plan attached to this Agreement), the Zoning Ordinance and Subdivision Regulations and other applicable Township ordinances, rules and regulations, as they exist as of the date of this Agreement. Developer shall comply with Section 10.10 of the Zoning Ordinance, as modified in this Agreement, with respect to each preliminary plat and site plan approved by Township at Developer's request.

1.6 The approval of the Development Plan and the terms, provisions and conditions of this Agreement are for the benefit of the Property and shall run with the Property, and shall bind and inure to the benefit of the successors and assigns of the parties to this Agreement.

ARTICLE II

SPECIFIC TERMS OF AGREEMENT
REGARDING LAND USE AND LAND DEVELOPMENT

2.1 In the portion of the PUD designated for (S-R) Single Family Residential Use, the only permitted principal uses shall be single family dwellings, recreational and utility uses normally incident to the existence of open space recreational areas, and wells, wellhouses and similar water supply facilities.

2.2 In the portion of the PUD designated for (MDR) Medium Density Residential use, the only permitted principal uses shall be two or more attached or detached self contained dwelling units, each having its own front entrance and recreational and utility uses normally incident to the existence of open space recreational areas.

2.3 In the portion of the PUD designated for (HDR) High Density Multi-Family Residential Use, the only permitted principal uses shall be multiple family dwellings comprising efficiency units and apartment units having one or more bedrooms.

2.4 The PUD may be developed only with a comprehensive sewer system serving all the residential units within the PUD, which is reviewed, inspected and approved by the Township Engineer and all other governmental agencies having jurisdiction thereover, and which complies with all applicable laws and regulations. Developer shall be responsible for the design and construction of a centralized sewer collection system located within the PUD. All plans, specifications and construction of the sewer facilities shall be reviewed and approved by the Township Engineer at Developer's cost. Developer shall cause a registered professional engineer to design all facilities necessary to connect the sewer system within the PUD to Township's sewer system. Township agrees that Developer shall be entitled to connect the sewer system to a pump station which shall be designed, constructed, owned, operated and provided by the Genoa-Oceola Sewer District, said station being located at the low point along Latson Road on the Property or any other mutually agreeable location along Latson Road. All forcemain extensions to connect said pump station to the existing sanitary sewer system shall be provided by the Genoa-Oceola Sewer District. Township further agrees that said pump station shall be available for connection and operable at such time as Developer has constructed its sewer system within its first phase of development, and is ready to connect. Upon completion of the sewer collection facilities within the PUD and the inspection, approval and acceptance of such facilities by the Township Engineer, Developer shall convey to Township, and Township shall accept the components of the system including, but not limited to, all pipes, connections, lift stations and other collection facilities. Developer shall also assign all construction warranties Developer has obtained with respect to the sewer system, if any, to Township. Developer may construct the sewer collection system within the PUD

LIBER 1744 PAGE 0702

in phases, to correspond to those portions of the PUD which have received site plan or plat approval by Township. If Developer carries out the construction in phases, at Township's request the conveyance of the sewer system shall occur in phases, promptly upon completion of each phase and the review, inspection and approval of the sewer system within such phase by Township's Engineer. Township will reserve for Developer, for use in the PUD, sewer connection permits, determined on a Residential Equivalent Unit ("REU") basis, equal to 377.25 REU's. The sewer connection fees shall be as follows:

Single Family & Condominium Units	1.0 REU = \$3,100
One Bedroom Apartments	0.5 REU = \$1,500
Two Bedroom Apartments	0.75 REU = \$2,325
Three of More Bedroom Apartments	1.0 REU = \$3,100

Payment of the applicable sewer connection fees for the applicable residential units within the PUD that are being constructed shall be made to Township at the time a Certificate of Occupancy is requested from the Livingston County Building Department. Township shall not increase the above-referenced sewer connection fees. The PUD shall be subject to Township's ordinances regulating the use of sewers by Township residents, generally.

2.5 The Property is within the Genoa-Oceola sewer special assessment district. Each time Developer receives final site plan or plat approval for a portion of the PUD, a portion of the sewer special assessment shall be allocated to the applicable portion of the PUD, by using the following formula:

$$\frac{A}{B} \times C + D = \text{per unit assessment}$$

A = gross acreage included in the applicable site plan or plat for which the allocation is to be made

B = gross acreage of the portion of the PUD which is not subject to a previously approved site plan or plat

C = remaining portion of special assessment that has not been previously allocated to units covered by approved site plans or plats

D = number of units in the applicable site plan or plat.

Upon Township's final approval of the applicable site plan or plat, Township shall cause the appropriate Township officer to amend the Township's special assessment roll to describe the parcels to be included within the sewer special assessment district and the amount assessed against each approved unit and remaining portion of the PUD, based on the foregoing formula. Upon the amendment of the roll, the applicable portions of the PUD shall be

separately assessed for the appropriate amount, as referenced in Township's special assessment roll.

2.6 The PUD Plan may be developed only with a comprehensive water supply system designed to distribute water to the individual residential units within the PUD from either an off-site public water system, if available, or one or more community wells, reviewed, inspected and approved by the Township Engineer, and all other governmental agencies having jurisdiction thereover. Developer may build a permanent public well or wells and water distribution system within the PUD, in accordance with all applicable laws, the rules and regulations of the governmental agencies having jurisdiction thereover, and all applicable Township engineering standards. If an off-site public water system of sufficient capacity to serve the PUD becomes available after Developer has commenced construction of the production well, Developer may, but shall not be obligated to, design and construct a comprehensive water distribution system within the PUD which connects to Township's public water system. All plans and specifications for the water distribution system within the PUD, and the construction thereof shall be subject to the review, inspection and approval of Township's Engineer, at Developer's cost. At Township's request, upon completion of the water supply system within the PUD and the review, inspection and approval of the improvements by Township's Engineer, Developer shall convey to Township, and Township shall accept, the components of the system including but not limited to all wells, pipes, lines and other distribution facilities and shall grant Township the necessary easements to maintain and repair the system. Developer may construct the water distribution system within the PUD in phases, to correspond to those portions of the PUD which have received site plan or plat approval by Township. If Developer carries out the construction of the water distribution system in phases, at Township's request, Developer shall convey to Township the water distribution system in phases, promptly upon completion of each phase, and the review, inspection and approval of the water distribution improvements in such phase by Township's Engineer. If Township requests Developer to design the water supply system to have excess capacity for the purpose of serving properties outside of the PUD, Developer and Township shall, prior to the commencement of construction of the water supply system, enter into an agreement that provides for the reimbursement by the Township of the additional costs incurred by Developer to provide such excess capacity within the water supply system, on terms mutually satisfactory to the parties.

2.7 Developer shall have the right, prior to the installation of the water and sewer systems referenced in Sections 2.4 and 2.6 above, to construct up to two model single family homes per phase, utilizing separate septic systems and wells within the (SR) portion of the PUD. Developer shall, prior to commencing the construction of any subsequent phases within the (SR) portion of the PUD, connect any existing single family model within the prior phase to the public sanitary sewer and water systems within

the PUD. In addition, if Developer has elected to design and construct a water distribution system which connects to Township's off-site public water system, but the off-site public water system is not available at the time Developer desires to commence the development of one or more phases within the PUD, Developer may install one or more temporary community well systems within the PUD in accordance with all applicable laws, rules and regulations of the governmental agencies having jurisdiction, that will be disconnected in a manner approved by Township's Engineer, at the time the water distribution system within the PUD is connected to the off-site public water system; provided, however, that Developer shall be entitled to continue to utilize any such wells for the irrigation of landscaped areas within the PUD.

2.8 The various use districts within the PUD may be developed in stages. To the extent the PUD will be developed in stages, Developer shall comply with Section 10.1104 of the Zoning Ordinance in effect as of the date of this Agreement. For purposes of Section 11.1104 of the Zoning Ordinance, one-family dwelling units shall include dwelling units constructed within the (MDR) portion of the PUD. Developer may construct roads and utilities in more than one phase simultaneously, provided that assurances of completion have been properly delivered to Township. In the event Developer desires to develop a use district within the PUD in stages, the preliminary plat or site plan shall include a drawing showing Developer's intended circulation, drainage, access and tentative utility layout for the remaining portion of the applicable use district. Subsequent plats or site plans within that use district shall generally conform to the circulation, drainage, access and utility drawings previously provided by Developer in connection with the prior site plans and plats, subject to modifications that are not substantial.

[THIS SPACE INTENTIONALLY LEFT BLANK]

2.9 All lots and structures shall conform, as a minimum, with the following area and bulk requirements:

USE DISTRICT	MINIMUM LOT SIZE		MAXIMUM BLDG HGT		MIN. YARD SETBACK ¹				MINIMUM LIVING AREA PER UNIT
	Area	Width	Stories	Feet	Front	Sides Least	Total of	Rear	
(SR) 18,000 sf		100f	2	35	40	10	20	50	900sf
(MDR) 21,780sf ²		165f	3	40	35	15 ³	30 ³	30	800sf
(HDR) 21,780sf ⁴		165f	3	40	35	15	30	30	5

LIBER 1744 PAGE 0705

¹ No structure may be located within 25 feet from the boundary of any wetland as depicted on Exhibit B.

² 8 Units per acre, minimum 21,780 square foot per building.

³ Side yard setbacks shall be measured from the exterior wall of the principal structure.

⁴ Maximum 12 units per acre, minimum 21,780 square foot per building.

⁵ Minimum living area for each dwelling unit shall be as follows:

Efficiency Unit	450 sf
One Bedroom Unit	600 sf
Two Bedroom Unit	750 sf
Three Bedroom Unit	900 sf
Additional Bedrooms	150 sf/add'l bdrm

Based upon Developer's preliminary plat or site plan application, or on a lot-by-lot basis, the Township Board, after review and recommendation by the Planning Commission, may modify the foregoing minimum requirements at Developer's request as to one or more portions of the PUD, which request for modification shall not be unreasonably withheld or delayed. Developer acknowledges that Township, in evaluating preliminary plats and site plans, may consider the effect of the plan on the natural environment and resources, the health, safety and welfare of the ultimate owners of the residential units in the PUD and the plans' compatibility with adjacent uses of land, with regard to promoting the use of land in a socially and economically desirable manner. In considering all such items, the Township Board shall act reasonably to effectuate the purposes of the Zoning Ordinance and this Agreement. Township acknowledges that the Development Plan is only intended to identify the general configuration and layout of single family lots, condominium units, multiple family buildings and the other improvements shown on the Development Plan. Accordingly, Developer may, in its preliminary plats and site plans, alter the location of the lots, condominium units, multiple family buildings and other improvements shown on the Development Plan and such alterations shall be deemed to be a minor change of the PUD, for purposes of Section 10.1406 of the Zoning Ordinance, provided the alterations substantially conform to the Development Plan.

2.10 At the time Developer files a preliminary plat application, Developer shall, for lots containing wooded areas, wetlands and other natural features requiring protection from construction activity, indicate the proposed location for the building area within each such lot, in order to preserve natural features, such as trees, views, vistas, solar orientation and topography. Final approval of the plat shall constitute Township's approval of the building area for the residence within each lot, and no residence and related improvements shall be erected or placed other than within the confines of the approved building area, without the prior approval of the Township Board. Any request by a lot owner to the Township for modification of the building area of a lot for which a building envelope has been established, shall be submitted to the Township Zoning Board of Appeals for review and approval pursuant to Article 23 of the Zoning Ordinance.

2.11 No principal structure located within the (MDR) portion of the PUD shall be located within 125 feet from the lake located in the eastern portion of the PUD, as it currently exists, measured on a horizontal plane from the existing water's edge (elevation 963.8, April 18, 1990) to the nearest point of the structure.

2.12 The Development Plan contains a total of 467 residential units which are allocated as follows:

LIBER 1744 PAGE 0707

Single Family Residential	92 Units
Condominium	99 Units
Multi-Family	<u>276</u> Units
Total	467

Developer shall select the mix of efficiency, one bedroom, two bedroom, three bedroom or additional bedroom units within the (HDR) portion of the PUD at the time it submits a site plan for the (HDR) portion of the PUD, which unit mix shall be approved by Township, provided that the total mix of units within the (HDR) portion of the PUD, when combined with the total number of units within the (SR) and (MDR) portions of the PUD do not exceed a total of 377.25 REUs for the PUD. In addition, Developer may amend its Development Plan in accordance with the procedures described in Section 10.14 of the Zoning Ordinance to provide for the reduction of dwelling units within one use district and a corresponding increase of dwelling units within another use district within the PUD, and Township shall not unreasonably withhold its approval of such amendment provided that the total number of units within the PUD do not exceed 377.25 REUs. Developer shall not increase the number of total dwelling units permitted within the PUD beyond the number of units shown on the Development Plan, unless Developer has obtained Township approval following submittal and review of a revised PUD Development Plan in accordance with the procedures specified in Section 10.14 of the Zoning Ordinance and the execution of a revised PUD Agreement by Developer and Township. Except as requested by Developer in an amended Development Plan, Township shall not reduce the total number of dwelling units permitted within the PUD below that indicated in the approved Development Plan, without Developer's prior written consent.

2.13 Covenants and restrictions governing the use and enjoyment of the Single Family Residential portion shall be submitted by Developer to Township for its review and approval, prior to obtaining final plat approval for the applicable phase of the Single Family Residential portion of the PUD. A master deed(s) governing the use and enjoyment of the (MDR) Condominium portion of the PUD shall be submitted by Developer to Township for its review and approval, prior to obtaining final site plan approval for the applicable phase of the (MDR) portion of the PUD. The covenants and restrictions and the master deed(s) shall not reduce the minimum bulk and area requirements described in Section 2.9 of this Agreement, unless otherwise agreed in writing between Township and Developer.

2.14 Open space within the PUD shall be retained as open space and natural areas and will include only limited improvements, such as a gazebo, foot trails and boardwalks within the open space areas, subject to DNR approval, if required by law. Developer shall have the right to reserve, dedicate and/or grant public or private easements within the open space areas for the construction, installation, repair, maintenance and replacement of rights-of-way, walkways, bicycle paths, water mains, sewers, drains, retention

basins, water wells, electric lines, telephone lines, gas mains, cable television and other telecommunication lines and other public and private utilities, including all equipment, facilities and appurtenances relating thereto. Any improvements within DNR regulated wetlands shall only be installed or constructed upon receiving the necessary approvals of the DNR and in accordance with all applicable DNR rules and regulations. The rights of owners, residents and their guests and invitees to use and enjoy the open space areas within the PUD shall be governed by covenants and restrictions and/or master deed(s) recorded with respect to the portion of the PUD which includes the open space areas in question. A single family homeowner's association will be created through the covenants and restrictions recorded with respect to the Single Family Residential portion of the PUD, for the purpose of, among other things, maintaining and regulating the use of the open space areas which are located within the Single Family Residential portion of the PUD. The condominium association that will be created through the master deed(s) recorded with respect to the (MDR) Condominium portion of the PUD shall be responsible for maintaining and regulating the use of any open spaces and other common areas located within the (MDR) portion of the PUD. If the use and enjoyment of one or more open spaces or other common areas within the PUD are to be shared by the owners of the single family homes, the condominium units and/or the tenants of multiple family units within the PUD, Developer shall record covenants and restrictions governing the manner in which the use, enjoyment of, and maintenance responsibilities for, the applicable open spaces or other common areas shall be shared by the respective owners, and their tenants, invitees and guests. If open spaces or other common areas are to be shared in this manner, Developer may, at its election, form a maintenance association, whose members shall be those owners within the PUD who are entitled to use the applicable open spaces or other common areas. The maintenance association shall be responsible for regulating and maintaining the use and enjoyment of the applicable open space or other common areas. The right of owners, and their respective tenants, invitees and guests to use and enjoy open space and other common areas within the PUD shall be solely governed by and derived from the covenants and restrictions recorded with respect to the PUD; this Agreement is not intended to confer any rights or privileges to any owners or their respective tenants, invitees or guests with respect to the open spaces or other common areas within the PUD.

2.15 The covenants and restrictions which will regulate the use and enjoyment of the lake located within the (MDR) portion of the PUD shall, at a minimum, restrict the use of the lake for swimming, fishing and non-motorized boating. Developer intends to access the lake area through one or more boardwalks, subject to DNR approval, if required by law.

2.16 The single family subdivision within the (SR) portion of the PUD shall contain public roads. In addition, at the time Developer files its application for site plan approval for the first phase of the (MDR) portion or the first phase of the (HDR)

portion of the PUD, Developer shall indicate in its application whether the roads within the applicable use district shall be public or private, or shall be a combination of public and private roads. In the event Developer desires to develop a use district within the PUD in stages, the preliminary plat or site plan, whichever is applicable, shall include a drawing showing Developer's intended road layout for the remaining portion of the applicable use district. Subsequent plats or site plans within that use district shall generally conform to the road layout previously provided by Developer in connection with the prior site plans and plats, subject to modifications that are not substantial. Any private roads shall be constructed pursuant to Article 15 of the Zoning Ordinance, and all roads shall be hard surfaced. The design of the roads, however, may, with Township's approval, which shall not be unreasonably withheld, deviate from county road commission standards as to degree of slope, size of turning radius, width of clearances, width of pavement, roadside plantings and such other design features that are necessary to preserve the desirable vegetation, unique topography and natural features of the PUD Development. In addition, Township agrees that in order to preserve valuable natural features, Developer shall be entitled to construct the northern cul de sac within the (MDR) portion of the PUD as depicted in the Development Plan. At the time of review of any final site plan for the (MDR) or (HDR) portions of the PUD, Developer shall provide the assurances required under Section 10.1012e of the Zoning Ordinance.

2.17 Developer presently intends to develop the (SR) portion of the PUD as a platted subdivision, not as a site condominium. In the event that Developer decides to develop this portion of Property as a site condominium, Developer agrees to abide by Township's requirements for the review of site condominiums as such requirements may exist at the time of Developer's application for approval of a site condominium.

2.18 This Agreement may not be modified, replaced, amended or terminated without the prior written consent of the parties to this Agreement. Developer and Township shall be entitled to modify, replace, amend or terminate this Agreement, in accordance with the procedures outlined within the PUD Ordinance, without the consent of any other person or entity whatsoever, regardless of whether such person or entity now or hereafter has any interest in the Property, including residential lot or condominium unit owners, mortgagees, tenants, and others. In the event there exists any conflict between the terms and provisions of this Agreement (including the attached Development Plan) and the provisions of the Zoning Ordinance or other Township ordinances, rules or regulations, the provisions of this Agreement, and if applicable, the Development Plan, shall control. Any violation of the terms of this Agreement shall be a violation of the Zoning Ordinance. The remedies of the Township for a violation shall be such remedies as are provided by and for a violation of a zoning ordinance.

LIBER 1744 PAGE 0710

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

WITNESSES:

"DEVELOPER"

Pasquale DelGiudice and Gina DelGiudice, his wife, Alexander DelGiudice and Benedetta Burkowski

Jean Prach
Jean Prach
Hector Boltynch
Hector Boltynch

By: Pasquale DelGiudice
Pasquale DelGiudice, as attorney in fact

"TOWNSHIP"

The Township of Genoa, a Michigan municipal corporation

Ranea Carrigan
RANEA CARRIGAN
Robin Lynn Hunt
ROBIN LYNN HUNT

By: Robert R. Murray
Robert R. Murray
Its: Supervisor

STATE OF MICHIGAN)
)SS:
COUNTY OF OAKLAND)

The foregoing Planned Unit Development Agreement was acknowledged before me this 23rd day of July, 1992, by Pasquale DelGiudice, as attorney in fact.

Gail M. Hodge
Notary Public

GAIL M. HODGE
Notary Public, Oakland County, MI
My Commission Expires April 17, 1994

STATE OF MICHIGAN)
)SS:
COUNTY OF LIVINGSTON)

The foregoing Planned Unit Development Agreement was acknowledged before me this 27 day of July, 1992, by ROBERT R. MURRAY, its SUPERVISOR, on behalf of The Township of Genoa, a Michigan municipal corporation.

Hilda Kirsch
Notary Public
Commission Expires 7-5-93

EXHIBIT A

Land in the Township of Genoa, Livingston County, Michigan, described as follows:

PARCEL NO. 1:

A part of the Northwest fractional 1/4 and Southwest 1/4 of Section 4, Town 2 North, Range 5 East, Genoa Township, Livingston County, Michigan, more particularly described as follows: Beginning at the West 1/4 corner of said Section 4; thence along the West line of said Section and the centerline of Latson Road (66 foot wide right-of-way) North 00 degrees 00 minutes 19 seconds West 1901.36 feet; thence North 87 degrees 34 minutes 46 seconds East 1300.65 feet (previously recorded as North 87 degrees 34 minutes 55 seconds East 1301.09 feet) to a found 1/2" iron rod; thence along the West line of the Detroit Edison Corridor as recorded in Liber 562 of Deeds on pages 226 and 227 of the Livingston County Records, South 00 degrees 09 minutes 44 seconds East 566.49 feet to a found "T" iron; thence continuing along said Corridor South 00 degrees 10 minutes 32 seconds East 2.72 feet; thence continuing along said Corridor South 04 degrees 27 minutes 31 seconds West 2655.39 feet; thence continuing along said Corridor South 00 degrees 10 minutes 32 seconds East 16.40 feet to a found 1/2" iron rod; thence along a line previously surveyed and monumented by Charles E. Garlock, R.L.S. #14762 (shown on a drawing dated September 29, 1989) South 87 degrees 36 minutes 20 seconds West 1095.65 feet (shown as South 89 degrees 47 minutes 23 seconds West 1095.65 feet); thence along the West line of said Section 4 and the centerline of Latson Road, North 00 degrees 00 minutes 23 seconds West 1322.19 feet to the point of beginning.

PARCEL NO. 2:

A part of the Northwest fractional 1/4 of Section 4, Town 2 North, Range 5 East, Genoa Township, Livingston County, Michigan, more particularly described as follows: Commencing at the West 1/4 corner of said Section; thence South 00 degrees 00 minutes 23 seconds East 1322.19 feet; thence North 87 degrees 36 minutes 20 seconds East (shown as South 89 degrees 47 minutes 23 seconds West) 1310.81 feet to the point of beginning of the parcel to be described; thence North 04 degrees 27 minutes 31 seconds East 2654.61 feet; thence North 00 degrees 10 minutes 32 seconds West 22.72 feet; thence North 88 degrees 00 minutes 40 seconds East 395.38 feet (previously recorded as North 88 degrees 00 minutes 08 seconds East 395.38 feet); thence North 86 degrees 14 minutes 55 seconds East 685.07 feet; thence South 00 degrees 00 minutes 43 seconds East 1148.30 feet to a "T" fence post; thence South 00 degrees 54 minutes 58 seconds East 1524.98 feet to a found iron rod; thence along a line previously surveyed and monumented by Charles E. Garlock, R.L.S. #14762 (shown on a drawing dated September 29, 1989) South 87 degrees 36 minutes 20 seconds West (shown as South 89 degrees 47 minutes 23 seconds West) 1310.81 feet to the point of beginning.

