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AMENDED AND RESTATED SUMMERFIELD POINTE PLANNED UNIT DEVELOPMENT AGREEMENT

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

RECITATIONS

ADLER ENTERPRISES COMPANY, L.L.C. of 719 E. Grand River, Brighton, Michigan 48116 ("MDR OWNER") possess fee title to certain real property situated in the Township of Genoa, County of Livingston, State of Michigan, more particularly described on attached *Schedule "A"* (referred to as the "MDR PROPERTY").

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

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

The Township Planning Commission and Township Board, in strict compliance with the Township Zoning Ordinance and with Act 184 of the Public Acts of 1943, as amended, reclassified the Property as Residential Planned Unit Development District, finding that such reclassification properly achieved the purposes of Article 10 of the Genoa Township Zoning Ordinance, including the encouragement of innovation in land use, the preservation of open space, the promotion of efficient provision of public services and utilities, the reduction of adverse traffic impacts, and the provision of adequate housing and employment.

The TOWNSHIP has found and concluded that the uses and future development plans and conditions for the LIC PROPERTY as shown on the approved PUD Site Plan, as amended, are reasonable and promote the public health, safety and welfare of the TOWNSHIP and they are consistent with the plans and objectives of the TOWNSHIP and consistent with surrounding uses of land.

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

ARTICLE I. GENERAL TERMS OF AGREEMENT

1.1 The **TOWNSHIP** and the **MDR OWNER** and **LIC OWNER** acknowledge and represent that the recitations set forth above are true, accurate and binding.

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- The TOWNSHIP acknowledges and represents that this Agreement may be relied upon for future land use and development of the MDR PROPERTY by MDR OWNER and LIC PROPERTY by the LIC OWNER and/or their respective assigns, successors in interest, or successors in title.
- The PUD Plan, as amended, and attached as *Schedule "D"*, has been duly approved by the **TOWNSHIP** in accordance with all applicable **TOWNSHIP** ordinances. The land uses which will be permitted and which may be developed on the **MDR PROPERTY** are as set forth below. The permitted land uses which may be developed on the **LIC PROPERTY** are attached as *Schedule "E"*.
- 1.4 The PUD Plan, as amended, complies with the Township Zoning Ordinance requirements, except as specifically provided otherwise within this Agreement.
- 1.5 The PUD Plan, as amended, identifies the location and configuration of the authorized land uses that may be developed, or must remain undeveloped, on the MDR PROPERTY and LIC PROPERTY.
- In those instances in which the MDR OWNER and/or the LIC OWNER desire to obtain a modification of the PUD Plan, as amended, the TOWNSHIP shall review the proposed change in accordance with the Township Zoning Ordinance in effect as of the date of this Agreement, for the purpose of determining whether the change would have a material adverse impact upon surrounding land uses, services, transportation systems and/or facilities, and if such adverse impact would result, the TOWNSHIP may deny or impose mitigating conditions upon the proposed modification.
- 1.7 This Agreement, including the uses approved on the PUD Plan, as amended, are for the benefit of the MDR PROPERTY and LIC PROPERTY and shall run with the land, and shall bind and inure to the benefit of the heirs, successors, assigns and/or transferees of the parties to this Agreement.

ARTICLE II. LAND USE AUTHORIZATION AND STANDARDS

MDR PROPERTY

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

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

- The number of residential units permitted on the Property are a maximum of 192 attached condominium units for occupancy as single family residences.
- 2.3 The approved setbacks for the condominium buildings are:

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

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

LIC PROPERTY

- 2.5 The Planned Unit Development as set forth on the PUD Plan, as amended, is consistent with light industrial/commercial usage.
- The total number of light industrial/commercial parcels available on the LIC PROPERTY shall be not more than four (4) parcels. The existing Media One tower shall continue as an easement consisting of 0.23 acres +/-. The LIC OWNER retains the right to continue to receive rents for the tower site upon the easement, however, if the easement is abandoned such that it is no longer used for a tower, the land area comprising the easement parcel shall be joined to enlarge the land area for Parcel 3.
- 2.7 The uses allowed on any one of the four (4) parcels within the LIC PROPERTY, excepting the easement portion of Parcel 3 for the tower, shall be enumerated on *Schedule "D"* attached and as depicted on the PUD Plan, as amended (*Schedule "C"* attached), subject to the following conditions for outdoor storage:
 - a. The existing outdoor storage on **LIC PROPERTY** Parcel No. 1 shall be allowed to be maintained in its existing location and with no additional screening required;
 - b. All outdoor storage will be screened from adjoining residential property and from Lawson Drive by a masonry wall with a sufficient height to screen any and all materials being stored;
 - c. All outdoor storage must be set back a minimum of one hundred (100') feet from all residential property lines and/or Lawson Drive;
 - d. All outdoor storage areas shall be paved with asphalt or concrete;
 - e. All outdoor storage shall be limited to no more than twenty five (25%) percent of the parcel; and
 - f. All outdoor storage (including any modifications to the existing outdoor storage on Parcel No. 1) shall require prior special land use approval from the **TOWNSHIP**.
- 2.8 The approved set backs for the LIC PROPERTY are:
 - a. All parking will be set back ten (10') feet from the front lot line of the parcel with landscaping as required and depicted on the PUD Plan, as amended;
 - b. Except for Parcel 1, a fifty (50') foot wide greenbelt will be provided by the LIC OWNER or his successor in title along the north and west sides of the LIC PROPERTY as depicted on the PUD Plan, as amended, containing not less than one (1) canopy tree, two (2) evergreen trees and four (4) shrubs for each twenty (20) linear feet of the greenbelt;
 - c. The greenbelt for Parcel 1 shall be not less than forty (40') feet in width and shall contain not less than one (1) canopy tree, two (2) evergreen trees and four (4) shrubs per each twenty (20) linear feet, as well as a portion of any detention pond(s), if required.
 - d. If the existing structure on Parcel 1 is destroyed, relocated or removed, a minimum fifty (50') foot setback from the Parcel 1 perimeter property lines must be provided.
 - e. Parcels 2, 3 and 4 shall have a minimum fifty (50') foot front setback.
 - f. The internal setback for all parcels shall be a minimum of ten (10') feet with landscaping as required by the **TOWNSHIP**.
 - g. The front yard setback from Lawson Drive and the southern service road may be reduced to a minimum of twenty-five (25') feet, provided the parking for the improvements on the parcel will be in the rear or side yard areas and further requiring that the front façade of any building or structure will be primarily brick with architectural detailing.

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

ARTICLE III. TRANSPORTATION IMPROVEMENTS

MDR PROPERTY

- The MDR OWNER at its expense and subject to the approval from the Michigan Department of Transportation and the Livingston County Road Commission shall be required to improve the intersection of Lawson Drive and Grand River Avenue as follows: (i) Lawson Drive will be improved to accommodate three lanes of vehicular traffic which shall include one separate right turn lane and one separate left turn lane; (ii) The Grand River Avenue intersection with Lawson Drive shall include an acceleration lane for vehicles exiting Lawson Drive and a de-acceleration lane for vehicles entering Lawson Drive; (iii) at the north terminus of Lawson Drive a radial cul-de-sac will be constructed by MDR OWNER within the public right-of-way; and (iv) one-half of the cost of the purchase and initial installation of a traffic control device when approved by the Michigan Department of Transportation at the Lawson Drive and Grand River Avenue intersection.
- 3.2 The MDR OWNER and/or its successor in title will be required at a future date to grant a reciprocal easement, satisfactory to the Township Board, for a connection road between the Summerfield Pointe Planned Unit Development and the adjoining property located to the west, to allow ingress and egress from and to the Development from both Grand River Avenue and Latson Road.

LIC PROPERTY

- 3.3 The east-west service drive as depicted on the PUD Plan, as amended, shall be constructed in accordance with Livingston County Road Commission standards with a fifty (50') foot right-of-way and the service drive road width being thirty one (31') feet from back of curb to back of curb,
- 3.4 The construction cost for the east-west service drive shall be escrowed in advance with the **TOWNSHIP** in the amounts indicated and be shared by the percentage indicated, amongst the following parties, which have agreed to their proportionate responsibility by a separate written agreement with the **TOWNSHIP**:

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

- All of the above parties have contributed and deposited the monetary amounts set forth as the Amount Escrowed with the **TOWNSHIP** to be held in escrow to pay and satisfy the construction costs of the service drive. In the event that the **TOWNSHIP** has funds remaining after the payment of all construction costs for the service drive, any remaining funds from the escrow account will be returned to the parties in such amounts as determined by the parties respective percentage of contribution.
- The service drive will be dedicated by the LIC OWNER and any other required parties for acceptance as a public road by the Livingston County Road Commission. Upon acceptance of the service drive as a public road, all maintenance and

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

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

ARTICLE IV. INTERNAL ROAD NETWORK - MDR PROPERTY ONLY

- 4.1 The internal system of vehicular thoroughfares will be established throughout the development as shown on the PUD Plan, as amended.
- 4.2 The internal roads within the MDR PROPERTY are private roads and shall be maintained pursuant to the terms of the Master Deed and condominium documents which shall designate responsibility for maintenance, repair or replacement to the incorporated association of co-owners.
- 4.3 The internal roads within the MDR PROPERTY are 27 feet measured from back of curb to back of curb, excepting in the area provided with a landscaped boulevard in which the roadways on either side of the boulevard are 18 feet measured from back of curb to back of curb.

ARTICLE V. DRAINAGE

MDR PROPERTY

- The system of drainage on the MDR PROPERTY within the development, including drainage sedimentation and detention, as applicable, is coordinated throughout the development and has been approved by the TOWNSHIP and its engineering consultants.
- 5.2 The drainage system on the MDR PROPERTY within the development is private and shall be maintained pursuant to the terms of the Master Deed and condominium documents which shall designate responsibility for maintenance, repair or replacement to the incorporated association of co-owners.

LIC PROPERTY

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

ARTICLE VI. SITE IMPROVEMENTS

MDR PROPERTY

- The site improvements upon the MDR PROPERTY have been created to accomplish the objective of providing accommodations for vehicular traffic, parking, and pedestrian traffic as depicted upon the PUD Plan, as amended.
- 6.2 All pedestrian walkways to be constructed within the MDR PROPERTY shall be five (5') feet wide and constructed of concrete.
- The MDR PROPERTY is serviced with underground utilities, including electrical, natural gas, telephone, and cable television, providing utility services to all buildings within the improved portion of the MDR PROPERTY with easements reserved to the utility providers for repair, maintenance and improvements.

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

LIC PROPERTY

- Individual site plans shall be submitted by the owner/developer of each parcel to the **TOWNSHIP** for approval prior to any development, with the exception of Parcel 1. In the event that the existing building upon Parcel 1 is destroyed, relocated or removed, then in that event, a site plan shall be prepared and submitted by the owner/developer for approval by the **TOWNSHIP** prior to development.
- As a condition for approval of site plans for the development of Parcels 2, 3 and 4, the LIC OWNER or his successors in title shall be responsible for the construction of a five (5') foot wide concrete sidewalk along the parcel frontages as depicted on the PUD Plan, as amended. Maintenance and repair of the sidewalk shall be the responsibility of the adjoining parcel owner having sidewalk frontage, with the owner of Parcel 2 being also responsible for the maintenance and repair of the sidewalk crossing the proposed forty (40') foot wide access easement.
- 6.7 All lighting for the **LIC PROPERTY** shall be as set forth on the PUD Plan, as amended with all maintenance costs to be the responsibility of the **LIC OWNER** or his successors in title.

ARTICLE VII. LANDSCAPING

MOR PROPERTY

7.1 The landscaping shall be planted as designated on the PUD Plan, as amended, and as required by the **TOWNSHIP**.

Landscape maintenance and replacement shall be pursuant to the terms of the Master Deed and condominium documents which shall designate responsibility for maintenance, repair or replacement to the incorporated association of co-owners.

LIC PROPERTY

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

ARTICLE VIII. UTILITIES

MOR PROPERTY

- Public sanitary sewer and public water are provided to the development by the **TOWNSHIP** and/or the responsible governmental authority.
- 8.2 MDR OWNER shall provide and dedicate easements to the TOWNSHIP and/or the responsible governmental authority to allow for ingress, egress maintenance, repair and improvements of the public sanitary and public water systems.
- 8.3 MDR OWNER shall construct and pay the cost of the infrastructure required by the TOWNSHIP's consulting engineers to connect the MDR PROPERTY to the public sanitary system and the public water system.
- The **TOWNSHIP** has water supply capacity and sewage disposal capacity to provide public sanitary and public water to the **MDR PROPERTY**. The cost of water supply and sewage disposal to be paid by **MDR OWNER** will be:
 - a. Forty Four Thousand One Hundred Sixty and No/100 (\$44,160.00) Dollars due upon issuance of the grading permit;

- b. Sixteen Thousand and No/100 (\$16,000.00) Dollars for sewer payable upon issuance of each land use permit for the construction of each building; and
- c. Twelve Thousand Eight Hundred and No/100 (\$12,800.00) Dollars for water payable upon issuance of each land use permit for the construction of each building.

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

- Upon completion of construction of the above infrastructure and approval by the **TOWNSHIP**, the **MDR OWNER** shall convey the infrastructure components (the sewer, water mains and their appurtenant components) to the **TOWNSHIP** and thereafter the **TOWNSHIP** shall be responsible for maintenance, repair and replacement of the same. The **MDR**OWNER and its successors and assigns shall be responsible for the maintenance repair and replacement of:
 - a. The water supply leads extending from the curb stops to the buildings; and
 - b. The sanitary sewer leads from the main to the buildings.

LIC PROPERTY

- Public sanitary sewer and public water are provided to the development by the **TOWNSHIP** and/or the responsible governmental authority.
- 8.7 **LIC OWNER** shall provide and dedicate easements to the **TOWNSHIP** and/or the responsible governmental authority to allow for ingress, egress maintenance, repair and improvements of the public sanitary and public water systems.
- 8.8 **LIC OWNER** shall construct and pay the cost of the infrastructure required by the **TOWNSHIP** and the **TOWNSHIP**'s consulting engineers to connect the **LIC PROPERTY** to the public sanitary system and the public water system.
- Upon completion of construction of the above infrastructure and approval by the **TOWNSHIP**, the **LIC OWNER** shall convey the infrastructure components (the sewer, water mains and their appurtenant components) to the **TOWNSHIP** and thereafter the **TOWNSHIP** shall be responsible for maintenance, repair and replacement of the same. The **LIC OWNER** and its successors and assigns shall be responsible for the maintenance repair and replacement of:
 - a. The water supply leads extending from the LIC PROPERTY line to the individual parcels; and
 - b. The sanitary sewer leads from the LIC PROPERTY line to the individual parcels.

ARTICLE IX. NATURE PRESERVE – MDR PROPERTY ONLY

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

Part of the Southeast ¼ of Section 4, T2N-R5E, Genoa **TOWNSHIP**, Livingston County, Michigan, more particularly described as follows: Commencing at the South ¼ corner of said Section 4; thence along the North-South ¼ line of said Section 4, N 01°50′51" E, 1936.02 feet to the Point of Beginning of the parcel to be described; thence continuing along said North-South ¼ line, N 01°50′51" E, 954.63 feet to the center of said Section 4; thence along said East-West ¼ line as previously surveyed and monumented S 87°40′06" E, 1300.46 feet; thence S 01°53′15" W, 482.55 feet (previously recorded as South 492.5 feet) to a found iron pipe; thence along a previously surveyed and monumented line, S 88°06′46" W, 683.63 feet (previously recorded as S 86° W, 686 feet); thence S 01°26′28" W, 400.04 feet to a found iron rod; thence S 01°17′41" W, 132.62 feet; thence N 88°42′19" W, 144.66 feet; thence N 50°36′28" W, 244.39 feet; thence S 85°31′06" W, 285.32 feet to the Point of Beginning, containing 21.95 acres, more or less.

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

 OWNER shall construct in compliance with the requirements and regulations of the Livingston County Drain

 Commission, a storm water detention pond within the Nature Preserve as depicted upon the PUD Plan.
- In the event that the **TOWNSHIP** accepts **MDR OWNER**'s conveyance of the Nature Preserve, such conveyance is conditioned upon the prior approval by the **TOWNSHIP** of the condition of the title to the Nature Preserve, the recorded use restrictions, preservation and maintenance requirements for the Nature Preserve, and a non-exclusive access easement granted by the **MDR OWNER** over, upon and across the most direct established internal road or roads within the development, by the most direct route from the southerly most boundary of the Property northerly to the Nature Preserve.
- 9.5 The TOWNSHIP and MDR OWNER agree that the MDR OWNER will escrow with Metropolitan Title Company, Howell, Michigan, a warranty deed conveying legal title to the Nature Preserve to the TOWNSHIP and the non-exclusive access easement to the Nature Preserve. The escrowed warranty deed and non-exclusive access easement shall be released to the TOWNSHIP upon the TOWNSHIP's acceptance of the Nature Preserve conveyance, but in no event shall the release occur earlier than either: (i) the completion of the build out of the 192 condominium units by MDR OWNER; or (ii) sixty (60) months from the date of this Agreement.
- 9.6 In the event that the TOWNSHIP does not accept the conveyance from the MDR OWNER of the Nature Preserve, MDR OWNER reserves the right to convey the Nature Preserve in fee title or as a conservation easement to an established land conservancy which conservancy maintains as an organizational purpose the acquisition, maintenance and protection of nature sanctuaries, and/or preserves natural areas, and/or the preservation of Michigan flora and fauna.

ARTICLE X. MISCELLANEOUS

- The MDR OWNER. the LIC OWNER and the TOWNSHIP, upon mutual agreement, shall be entitled to modify, replace or amend this Agreement without the consent of any other person or entity, regardless of whether such person or entity now or hereafter has any interest in any part of the MDR PROPERTY or LIC PROPERTY, including co-owners, tenants of co-owners, mortgagees, land conservancies, or others.
- In the event of any direct conflict between the terms and provisions of this Agreement (including the attached PUD Plan, as amended) and the provisions of the Zoning Ordinance, or other township ordinances, rules or regulations, the provisions of this Agreement shall control.
- The undersigned parties acknowledge that the conditions imposed are reasonable conditions necessary to ensure that public services and facilities affected by the land use or activity will be capable of accommodating increased service and facility loads caused by the land use or activity, to protect the natural environment and conserve natural resources and energy, to ensure compatibility with adjacent uses of land, and to promote the use of land in a socially and economically desirable manner.

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APPROVED by MDR OWNER on this 1 day of Janu	lary, 2003.
WITNESSES:	MDR OWNER:
	ADLER ENTERPRISES COMPANY, L.L.
	By:
Kenneth E. Burchfield	Forn Adler, Member
Fire miller	
Lorf Anne Stankiewicz	
On this day of January, 2003, before me,	a notary public in and for Livingston County, personally appeared Adler own to be the person(s) described in and who executed the Amended
Summerfield Pointe Planned Unit Development Agreement	, set forth above, and who acknowledged the same to be of his free act
and deed.	1 EPS
	Kenneth E. Burchfield, Notary Public
	Livingston County, Michigan My Commission Expires: 01/10/06
APPROVED BY LIC OWNER on this 31st day of January	y, 2003
WITNESSES:	LIC OWNER:
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Lori Anne Stankiewicz	By: Gareld K. Feximer
Lon Anne Stanklewicz	() 40 V/10)
Kenneth E. Burchfield	By: Meanette K. Heximer
	notary public in and for Livingston County, personally appeared
GARELD K. HEXIMER and JEANETTE K. HEXIMER Summerfield Pointe Planned Unit Development Agreement.	, known to be the persons described in and who executed the Amended set forth above, and who acknowledged the same to be of his free act
and deed.	à
	Kenneth E. Burchfiel Atary Public Livingston County, Michigan
	Livingston County, Michigan My Commission Expires: 01/10/06
	Fobmiaer
APPROVED BY THE TOWNSHIP BOARD FOR THE TO meeting duly called and held.	WNSHIP OF GENOA on the Alfa day of 2003, at a
WITNESSES:	TOWNSHIP OF GENOAL
and the same of	
Michael Archinal	By: Afford McGrinic Supervices
Michael Archinal	Gary McCririe, Supervisor
Lucy E. Tulan	By X and the a X led
Lillian E. Tubbs	Paulette A. Skolarus, Clerk

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On this day of February, 2003 before me, a notary public in and for Livingston County, personally appeared GARY MCCRIRIE and PAULETTE A. SKOLARUS to me known to be the Supervisor and Clerk, respectively, who were duly authorized by the Genoa Township Board to sign this Amended Summerfield Pointe Planned Unit Development Agreement on behalf of Genoa Township and who acknowledged the same to be their free act and deed.

Livingston County, Michigan

My Commission Expires: 10 - 4 - 05

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

SCHEDULE A

MDR PROPERTY

Part of the Southeast 1/4 of Section 4, T2N-R5E, Genoa Township, Livingston County, Michigan, more particularly described as follows: Beginning at the South 1/4 Corner of said Section 4; thence along the North-South 1/4 line of said Section 4, N 01°50'51" E, 2890.65 feet to the Center of said Section 4; thence along the East-West 1/4 line of said Section 4 as previously surveyed and monumented, S 87°40'06" E, 1162.17 feet; thence N 02°19'54" E, 16.05 feet; thence along an existing chain link fence line, S 84°42'06" E, 140.66 feet; thence continuing along an existing chain link fence line, \$ 1329'03" W, 81.90 feet; thence S 19 08 24" E, 39.61 feet; thence S 01 53 15" W, 374.11 feet (previously recorded as South) to a found iron pipe; thence along a previously surveyed and monumented line, S 88 06 46 W. 683.63 feet (previously recorded as S 86°00'00" W 686 feet); thence S 01°26'28" W, 400.04 feet to a found iron rod; thence S O1 917'41" W, 510.39 feet to a found iron pipe; thence N 87'29'24" E, 79.92 feet (previously recorded as East 78.00 feet); thence along a line 10 feet west of and parallel to the West line of "SUNRISE PARK" a subdivision as recorded in Liber 2 of Plats on Page 23 of the Livingston County Records, S 02°21'39" W, 243.95 feet; thence S 01 45'17" W, 227.42 feet to a found iron rod; thence S 87 01'22" E, 186.47 feet (previously recorded as East 167.00 feet); thence along the West line of said "SUNRISE PARK" S 48°20'08" E, (previously recorded as S 51°35'00" E) 240.00 feet; thence continuing along said West line, \$ 37°37'38" E, 146.14 feet (previously recorded as \$ 37°34'00" E, 148.00 feet); thence continuing along said West line, S 01°42'54" W (previously recorded as South, 386.00 feet); thence N 88°17'06" W (previously recorded as West), 10.00 feet; thence along a line 10.00 west of and parallel to the West line of S 01°42'54" W (previously recorded as South), 241.14 feet; thence continuing said "SUNRISE PARK", along a line 10 west of and parallel to said "SUNRISE PARK" S 11°13'33" E, 48.86 feet; thence along the South line of said Section 4 as monumented, N 89°43'06" W, 473,99 feet; thence along the East line of Lawson Drive, N 02°12'21" W, 150:00 feet; thence along the North line of Lawson Drive, N 89°43'06" W, 150.00 feet; thence along the West line of Lawson Drive, S 02°12'21" E, 150.00 feet; thence along the South line of said Section 4, as monumented, N 89°43'06" W, 546.16 feet; to the Point of Beginning; containing 60.49 acres more or less and subject to the rights of the Public over Lawson Drive. Also subject to Sanitary Sewer Easements as recorded in Liber 1346, Page 644 of the Livingston County Records. Also subject to any other easements or restrictions of record.

Bearings were established from the Plat of "LAKEWOOD KNOLL No.2" as recorded in Liber 35 of Plats on Pages 20 and 21 of the Livingston County Records.

N ¼ Cor. Sec. 4 T2N-R5E Fd. Iron rod in monument box SW 71.10' nail in N/S 10" Oak SE 74.05' nail in N/S Twin 3" Ash West 178.25' nail in S/S Power Pole East 53.10' S ¼ Cor. Sec. 33 T3N-R5E

S ¼ Cor. Sec. 4, T2N-R5E Fd. "T" iron. N30E 4.35' Fd N/T N\S 40" Oak South 28.22' Fd. N/T W/S 10" Hickory North 88.14' Fd. N/T W/S 42" Oak S45E 58.88' Corner of Building

SCHEDULE B

LIC PROPERTY

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

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

SCHEDULE "E"

LIST OF USES - LIC PROPERTY

INDUSTRIAL - Principal Uses Permitted

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

<u>INDUSTRIAL</u> – Special Land Uses

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

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- building, and any exterior sign shall have a maximum size of ten (10) square feet;
- e. Urgent care, medical centers/clinics;
- f. Indoor commercial recreation (skating, bowling, arcades);
- g. Brew pubs;
- h. Freezer locker plants and cold storage;
- i. Retail sales or goods assembled, manufactured, compounded, processed, packaged or treated from previously prepared materials, or repaired or stored, on the premises, provided the building floor area devoted to retain sales comprises no more than 25 percent of principal building floor area and the outdoor sales area comprises no more than 25 percent of the minimum required lot area:
- j. Child care centers, preschool, commercial day care;
- k. Similar uses of the same nature or class as those listed as either a Principal Use or Special Land Use in this district as determined by the Planning Commission based on the Standards of Section 3.05;
- 1. Accessory uses, buildings and structures customarily incidental to any of the above uses, as defined in Article 3, General Provisions, Sections 3.31-3.36 shall be permitted with the Special Land Use except accessory fuel storage use or storage of hazardous materials, commercial outdoor display, sales or storage and open air business activities shall require a separate Special Land Use Permit.

NEIGHBORHOOD SERVICE – Permitted Uses

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

- and urgent care centers; within buildings up to 15,000 square feet of gross floor area (as amended 4/15/95);
- e. Professional offices of lawyers, architects, engineers, insurance agents, real estate agents, financial consultants, accountants and similar or allied professions within buildings up to 15,000 square feet of gross floor area (as amended 4/15/95);
- f. Churches, temples and similar places of worship and related facilities (as amended 4/15/95);
- g. Child care centers, preschool and commercial day care provided that for each child cared for, there shall be provided and maintained a minimum of two hundred and fifty (250) square feet of indoor play area an done hundred and fifty (150) square feet of outdoor play area with a minimum play area of one thousand (1,000) square feet. The required play area shall be fenced and screened from any abutting residential district. The Planning Commission may reduce the required play area in consideration of the number of infants which care is devoted (as amended 4/15/95);
- h. Bed and breakfast inns (as amended 4/15/95);
- i. Hotels and motels with no more than 25 rooms not including accessory convention/meeting facilities or restaurants. These uses may include the residence for the owner/manager's family (as amended 4/15/95)
- j. Public/government buildings.

NEIGHBORHOOD SERVICE - Special Land Uses

- a. Retail establishments and shopping centers as listed in Section 8.202 (a) with 15,001 30,000 square feet of gross floor area (as amended 4/15/95);
- b. Banks, savings and loan, credit unions and similar financial institutions with up to three (3) drive-through teller windows including any automated teller windows. All drive-through facilities shall be within the principal building or attached by a canopy;
- c. Convenience stores and beer/wine/liquor stores, provided there is no gasoline sales or automobile service (as amended 4/15/95);
- d. Laundromats (as amended 4/15/95);
- e. Restaurants and open front windows;
- f. Professional offices and medical offices with over 15,000 square feet of gross floor area (as amended 4/15/95);
- g. Restaurants, taverns and bars serving alcoholic beverages but without live entertainment or dancing (as amended 4/15/95);
- h. Studios of photographers and artists;
- i. Similar uses of the same nature or class as those listed as either a Principal Use or Special Land Use in this district as determined by the Planning Commission based on the Standards of Section 3.05;
- j. Accessory uses, buildings and structures customarily incidental to any of the above uses, as defined in Article 3, General Provisions, Sections 3.31-3.36,

except accessory uses listed in Article 12 as Special Land Uses require an additional Special Land Use Permit. Accessory uses requiring a Special Land Use Permit include fuel storage, use or storage of hazardous materials, commercial outdoor display or sales or storage and open air business activities.

MEMORANDUM

To:

Summerfield Pointe File

From:

Kelly Kolakowski

Date:

November 30, 2004

Re:

Decks



The PUD plan, site plan, and Exhibit B to the Master Deed for the Summerfield Pointe development indicated the location of 12 x 8 decks as close as 3'7" from the unit line. The deck locations do not comply with the zoning ordinance required 4' setback from the halfway point between two units but because the decks are shown on the aforementioned plans, the decks are permitted.

HEXIMER PUD SETBACKS (vacant lots)

PARCEL 2

North property line:

50' parking and building setback with required greenbelt

East property line (Lawson Drive):

10' parking setback; 50' building setback (see PUD, sec. 2.8, item g & i.)

South property line (40' access easement):

10' parking and building setback measured from edge of access easement.

West property line:

10' parking and building setback.

PARCEL 3

North property line & around cell tower:

10' parking and building setback

East property line (Lawson Drive):

10' parking setback; 50' building setback (see PUD, sec. 2.8, item g & i.)

South property line (Whitehorse Drive)

10' parking setback; 50' building setback (see PUD, sec. 2.8, item g & i.)

West property line

10' parking and building setback.

PARCEL 4

North property line:

10' parking and building setback

East property line:

10' parking and building setback

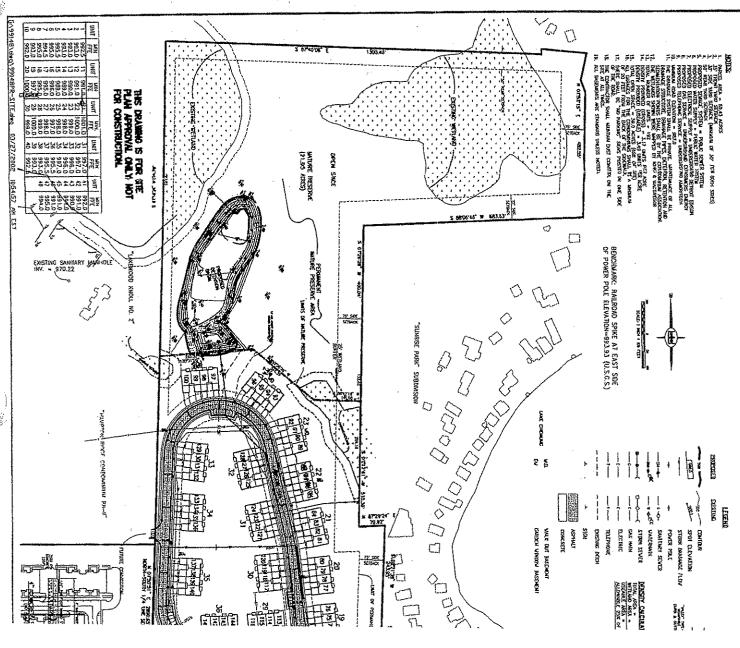
South property line (Whitehorse Drive) - note: varying ROW

10' parking setback; 50' building setback (see PUD, sec. 2.8, item g & i.)

West property line

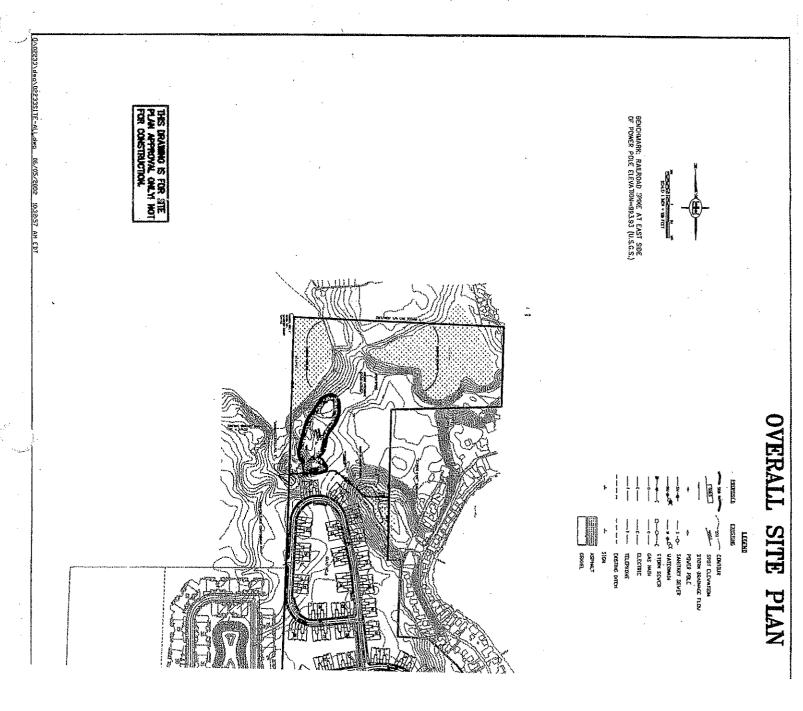
50' parking and building setback with required greenbelt

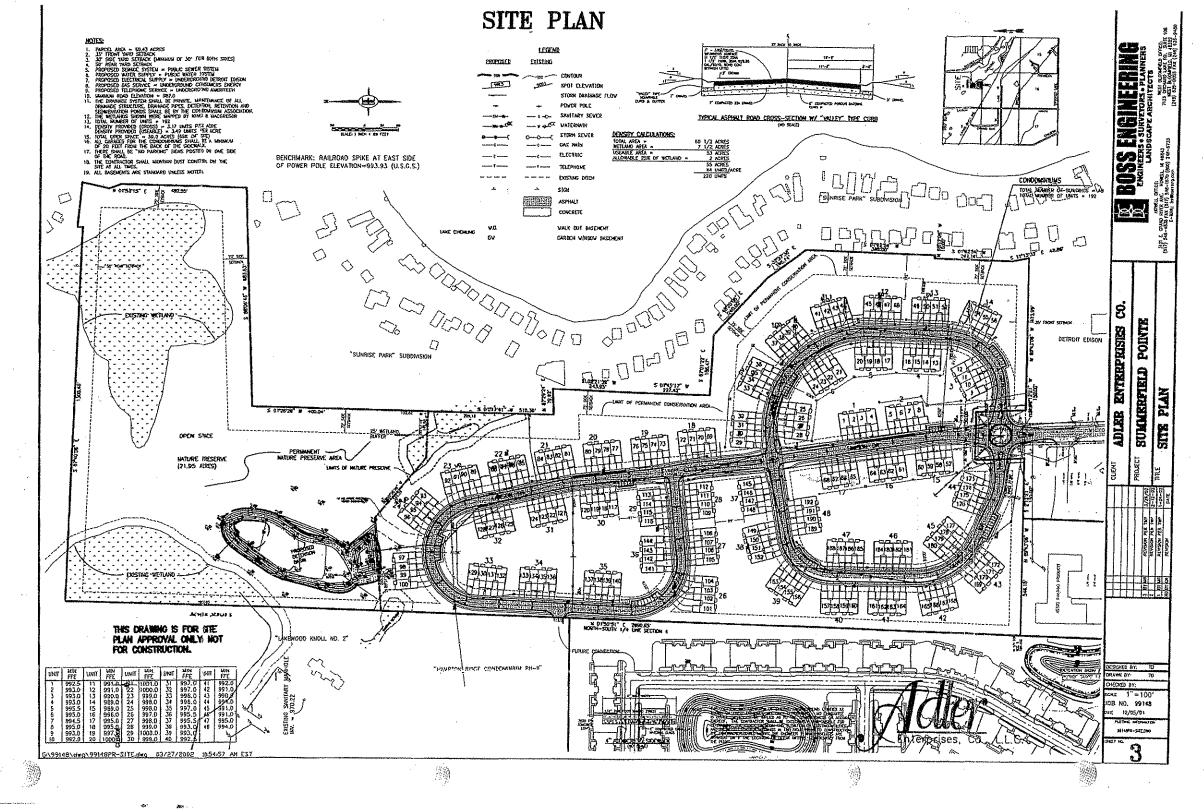
SCHEDULE "C"



SITE PLAN

SCHEDULE "D"





r C

SCHEDULE "D"

OVERALL SITE PLAN

GENCHMARK: RAILROAD SPIKE AT EAST SIDE OF POWER POLE ELEVATION=993.93 (U.S.C.S.) PERCOSCIO

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THIS DRAWING IS FOR SITE PLAN APPROVAL ONLY! HOT FOR CONSTRUCTION.

TO HA TECES 5005/20/20 Qxb.JA-3712EE550/0+b/

ORANN BY: MR OKECKED BY: EME 1"=200" JOB NO. 02233

GERALD HEXIMER SUMMERFIELD POINTE/HEXIMER ADDITION OVERALL SITE PLAN

KOTTHE MONAGES

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