

**2021R-044103**  
**RECORDED ON**  
**11/01/2021 08:46:20 AM**  
**BRANDON DENBY**  
**REGISTER OF DEEDS**  
**LIVINGSTON COUNTY, MI 48843**  
**RECORDING: 26.00**  
**REMON: 4.00**  
**PAGES: 6**

STATE OF MICHIGAN  
COUNTY OF LIVINGSTON  
CHARTER TOWNSHIP OF GENOA

**AMENDMENT TO PLANNED UNIT DEVELOPMENT AGREEMENT**

THIS AMENDMENT TO PLANNED UNIT DEVELOPMENT AGREEMENT is made between and entered into on this 25<sup>th</sup> day of OCTOBER, 2021, by Keystone Commercial Real Estate, a Michigan limited liability company, having its principal office at 31000 Northwestern Hwy, Suite 200, Farmington Hills, MI 48334 (the "Owner") and Genoa, a Michigan municipal corporation, with its principal office at 2980 Dorr Road, Brighton, MI 48116 (the "Township").

R E C I T A L S:

The Township and Birgit Lorentzen entered into a Planned Unit Development Agreement (the "PUD Agreement") on April 12, 1996, which was recorded on May 9, 1996, Liber 2038, Page 039 of Livingston County Records an Amendment to Planned Unit Development Agreement on October 14, 2002 which was recorded on October 25, 2002, Liber 3580, Page 917 of Livingston County Records and an Amendment to Planned Unit Development Agreement Relative to "Shops of Westbury" in May 27, 2004 which was recorded on June 30, 2004, Liber 4502, Page 615 of the Livingston County Records.

The Owner has purchased a parcel of land situated in the Township of Genoa, Livingston County, Michigan, as more fully described in Exhibit "A" (the "Property") which is located within the Planned Unit Development. The property is designated in the PUD Agreement for retail commercial use, including a restaurant, but does not permit a drive-through for a restaurant.

Based on development patterns which have occurred surrounding the Property, the Township and the Owner have determined that a fast-casual restaurant with an

*BERKE 102921*

ancillary drive through would be compatible and harmonious with the existing and proposed development in the vicinity.

The Owner and Township desire to amend the PUD Agreement pursuant to Article IX, Section 9.1 of the PUD Agreement, to permit a change in the PUD Agreement to allow a fast-casual restaurant with an ancillary drive-through restaurant on the Property.

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

1. The Authorized Uses, which is attached to the PUD Agreement as Schedule C, is hereby amended to allow a fast-casual restaurant with an ancillary drive-through in the west end-cap unit identified as 4173 East Grand River. Such drive-through use shall be ancillary to the dine in, carryout and delivery use. Ancillary shall be defined as 20% of gross sales generated from the drive-through. and pursuant to all other applicable regulations for a Drive-through restaurant in the Genoa Township Zoning Ordinance excluding dimensional deviations enumerated below.
2. The Township shall permit the following dimensional deviations from the standards of Section 7.02.02j and Section 14.04:
  - a. Two driveway connections to Figurski Drive where one connection would be permitted under the Genoa Township Zoning Ordinance.
  - b. The principal building is permitted to be setback 44.2 FT from Figurski where 50 FT would be required by the Genoa Township Zoning Ordinance.
  - c. The principal building is permitted to be setback 20.0 FT from the East property line where 50 FT would be required by the Genoa Township Zoning Ordinance.
  - d. The drive-through shall be permitted to operate with four stacking spaces where ten are required by the Genoa Township Zoning Ordinance
3. All other provisions set forth in the PUD Agreement, except as indicated herein and amended, have not been amended and shall remain in full force and effect.
4. This Amendment to the PUD Agreement was approved by the Township Board on October 4, 2021 at a duly called and held meeting.

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

WITNESSES:

[Signature]

[Signature]

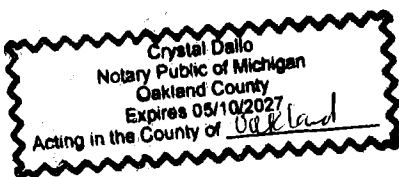
STATE OF MICHIGAN )  
COUNTY OF Oakland ) ss  
LIVINGSTON )

OWNER:

Howell Grand Plaza, LLC, a Michigan  
limited liability  
company

[Signature]  
Matt Berke  
Its Managing Member

The foregoing instrument was acknowledged before me this 15 day of  
October, 2021, by Matt Berke being the Managing Member of Howell  
Grand Plaza, LLC, a Michigan limited liability company.




[Signature]  
Notary Public, Oakland County

My Commission expires: May 10, 2021

TOWNSHIP:

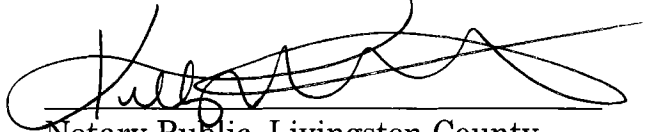
The Township of Genoa, a Michigan  
municipal corporation

  
\_\_\_\_\_  
Bill Rogers  
Its Supervisor

STATE OF MICHIGAN            )  
  ) ss  
COUNTY OF LIVINGSTON    )

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of  
OCTOBER, 2021, by Bill Rogers, being the Supervisor of Genoa Township, a  
Michigan municipal corporation.

**KELLY VANMARTER**  
**Notary Public, Livingston County, MI**  
**My Commission Expires March 8, 2027**

  
\_\_\_\_\_  
Notary Public, Livingston County

My Commission expires: 3/8/2027

Drafted by:

Bryan L Amann Esq., (P36631), 1777 Stonebridge Way Ct., Canton, MI 48188

When recorded return to:

Matt Berke, 31000 Northwestern Hwy, Suite 200, Farmington Hills, MI 48334

## EXHIBIT A

### LEGAL DESCRIPTION:

The land referred to in this Commitment, situated in the County of Livingston, Township of Genoa, State of Michigan, is described as follows: Part of the Southwest 1/4 of Section 4, Town 2 North, Range 5 East, Genoa Township, Livingston County, Michigan, more particularly described as follows: Commencing at the Southwest corner of said Section 4; thence along the West line of said Section 4 and the centerline of Latson Road, North 02 degrees 11 minutes 26 seconds East, 548.49 feet; thence along the centerline of Grand River Avenue (Business Loop 1-96) (100 foot wide Right of Way), South 60 degrees 51 minutes 00 seconds East, 565.97 feet; thence continuing along the centerline of said Grand River Avenue, South 60 degrees 42 minutes 38 seconds East 224.87 feet, to the point of beginning of the parcel to be described; thence along the East line of a 66 foot wide Private Easement for ingress, egress and public utilities, North 29 degrees 17 minutes 22 seconds East 75.00 feet; thence continuing along the East line of said easement, Northeasterly on an arc left, having a length of 125.21 feet, a radius of 263.00 feet, a central angle of 27 degrees 16 minutes 40 seconds and a long chord which bears North 15 degrees 39 minutes 02 seconds East 124.03 feet; thence continuing along the East line of said easement, North 02 degrees 00 minutes 42 seconds East 181.02 feet; thence South 87 degrees 59 minutes 18 seconds East 123.27 feet; thence Easterly on an arc right, having a length of 53.33 feet, a radius of 197.00 feet, a central angle of 15 degrees 30 minutes 39 seconds and a long chord which bears South 80 degrees 13 minutes 59 seconds East 53.17 feet; thence South 72 degrees 28 minutes 39 seconds East 159.84 feet; thence along the West line of the Detroit Edison Consumers Power Company Corridor, South 02 degrees 00 minutes 42 seconds West (recorded as South 02 degrees 00 minutes 42 seconds West), 481.44 feet; thence along the South line of said Section 4; North 89 degrees 14 minutes 45 seconds West 74.06 feet (recorded as 74.26 feet); thence along the centerline of said Grand River Avenue, North 60 degrees 42 minutes 38 seconds West 359.53 feet to the point of beginning.

Tax Item No. 11-04-300-020

### EASEMENT PARCEL:

A non-exclusive 66 foot wide easement for ingress, egress and public utilities described as: Part of the Southwest 1/4 of Section 4, Town 2 North, Range 5 East, Genoa Township, Livingston County, Michigan, more particularly described as follows: Commencing at the Southwest corner of Section 4; thence along the West line of the said Section and the centerline of Latson Road (66 foot wide right of way), North 02 degrees 11 minutes 26 seconds East, 1256.13 feet, to the POINT OF BEGINNING of the Easement described as; thence continuing along the West line of Section 4 and the centerline of Latson Road, North 02 degrees 11 minutes 26 seconds East, 66.06 feet; thence North 89 degrees 47 minutes 45 seconds East, 491.93 feet; thence Southeasterly on an arc right, having a length of 423.30 feet, a radius of 263.00 feet, a central angle of 92 degrees 12 minutes 57 seconds, and a long chord which bears South 44 degrees 05 minutes 44 seconds East, 379.06 feet; thence South 02 degrees 00 minutes 42 seconds West, 703.93 feet; thence Southwesterly on an arc right, having a length of 125.21 feet, a radius of 263.00 feet, a central angle of 27 degrees 16 minutes 40 seconds, and a long chord which bears South 15 degrees 39 minutes 02 seconds West, 124.03 feet; thence South 29 degrees 17 minutes 22 seconds West, 75.00 feet; thence along the centerline of Grand River Avenue (100 foot wide right of way), North 60 degrees 42 minutes 38 seconds West, 66.00 feet; thence North 29 degrees 17 minutes 22 seconds East, 75.00 feet; thence Northeasterly on an arc left, having a length of 93.79 feet, a radius of 197.00 feet, a central angle of 27 degrees 16 minutes 40 seconds, and a long chord which bears North 15

degrees 39 minutes 02 seconds East, 92.91 feet; thence North 02 degrees 00 minutes 42 seconds East, 703.93 feet; thence Northwesterly on an arc left, having a length of 317.07 feet, a radius of 197.00 feet, a central angle of 92 degrees 12 minutes 57 seconds, and a long chord which bears North 44 degrees 05 minutes 47 seconds West, 283.93 feet; thence South 89 degrees 47 minutes 45 seconds West, 494.69 feet, to the POINT OF BEGINNING.

**20 FOOT WIDE PRIVATE EASEMENT FOR SANITARY SEWER:**

Part of the Southwest 1/4 of Section 4, Town 2 North, Range 5 East, Genoa Township, Livingston County, Michigan, more particularly described as follows: Commencing at the Southwest corner of said Section 4; thence along the West line of said Section 4 and the centerline of Latson Road, North 02 degrees 11 minutes 26 seconds East 548.49 feet; thence along the centerline of Grand River Avenue (Business Loop 1-96) (100 foot wide Right-of-Way), South 60 degrees 51 minutes 00 seconds East 565.97 feet; thence continuing along the centerline of said Grand River Avenue, South 60 degrees 42 minutes 38 seconds East 224.87 feet; thence along the East line of a survey by Boss Engineering Company, Job No. 95458-A, dated June 5, 1996, on the following three (3) courses: 1) North 29 degrees 17 minutes 22 seconds East 75.00 feet; 2) Northeasterly on an arc left, having a length of 125.21 feet, a radius of 263.00 feet, a central angle of 27 degrees 16 minutes 40 seconds, and a long chord which bears North 15 degrees 39 minutes 02 seconds East 124.03 feet; 3) North 02 degrees 00 minutes 42 seconds East 198.38 feet, to the point of beginning of the Sanitary Sewer Easement to be described; thence continuing North 02 degrees 00 minutes 42 seconds East 20.60 feet; thence South 74 degrees 04 minutes 40 seconds East 141.23 feet; thence South 15 degrees 55 minutes 20 seconds West 4.56 feet; thence along the Northerly line of said Boss Engineering Company survey, on the following two (2) courses: 1) Westerly on an arc left, having a length of 12.73 feet, a radius of 197.00 feet, a central angle of 03 degrees 42 minutes 14 seconds and a long chord which bears North 86 degrees 08 minutes 11 seconds West 12.73 feet; 2) North 87 degrees 59 minutes 18 seconds West, 53.16 feet; thence North 74 degrees 04 minutes 40 seconds West 72.23 feet, to the point of beginning.

2002 OCT 25 A 10:55

NANCY HAVILAND  
REGISTER OF DEEDS  
LIVINGSTON COUNTY, MI.  
48843

13/2

## STATE OF MICHIGAN

## COUNTY OF LIVINGSTON

## TOWNSHIP OF GENOA

 AMENDMENT TO PLANNED UNIT DEVELOPMENT AGREEMENT

THIS AMENDMENT TO PLANNED UNIT DEVELOPMENT AGREEMENT is made and entered into on this 14th day of October, 2002, by SINGH IV LIMITED PARTNERSHIP, a Michigan limited partnership, having its principal office at 7125 Orchard Lake Road, Suite 200, West Bloomfield, Michigan 48322 (the "Owner"), and the TOWNSHIP OF GENOA, a Michigan municipal corporation, whose address is 2980 Dorr Road, Brighton, Michigan 48116 (referred to as "Township")

## R E C I T A L S:

The Township and Birgit Lorentzen entered into a Planned Unit Development Agreement (the "PUD Agreement") on April 12, 1996, which was recorded on May 9, 1996 in Liber 2038, Page 039 of Livingston County Records.

The Owner has purchased from Birgit Lorentzen a parcel of land situated in the Township of Genoa, Livingston County, Michigan, as more fully described in Exhibit "A" (the "Property"). The Property is designated by the PUD Agreement for Industrial and Neighborhood Commercial Use.

Based on the development patterns which have occurred surrounding the Property, the Township and the Owner have determined that a residential use of the Property is more compatible and harmonious with the existing and proposed development in the vicinity.

The Owner and Township desires to amend the PUD Agreement to permit a change in the PUD Concept Plan to redesignate the Property for residential use.

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

1. The PUD Plan, which is attached to the PUD Agreement as Schedule B, is hereby amended as it pertains to the Property by substituting Exhibit B attached hereto as the new PUD Plan for the Property.

2. The Property shall be developed in accordance with the MDR zoning requirements of the Township's zoning ordinance, except that the required front yard distance from the back of the curb from any internal (private) street to any building shall be not be less

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RETURN  
TO: The Heikkinen Law Firm, P.C.  
110 North Michigan Avenue  
Howell, MI 48843

than twenty (20) feet, and the front yard requirement with respect to any public right-of-way shall remain as indicated in the zoning ordinance.

3. The total number of units permitted in the Property shall not exceed 264 units. Supporting amenity areas shall also be allowed, including a clubhouse, swimming pool, play area, basketball court, tennis court, maintenance building and related ancillary facilities.

4. Owner, at its own cost, shall install all roadway and utility extensions to be located on the Property as shown by Exhibit "B" attached hereto, and Owner shall have no obligation to install roadway or utility extensions on adjacent properties. The roadway connections shall include the construction of Whitehorse Drive to the east/west boundary lines of the Property, as reflected on Exhibit B. Access easements shall be provided over Whitehorse Drive and the connector roads running between Whitehorse Drive and Grand River Avenue for use by adjoining developments within the PUD area.

5. The woodland area designated on the approved conceptual PUD Site Plan for the MDR East property, comprising approximately 8 acres, shall be designated as a natural preservation area in perpetuity and shall be conveyed by the Owner to the Township.

6. All provisions set forth in the PUD Plan, except as indicated herein, have not been amended and shall remain in full force and effect.

7. This Amendment to Planned Unit Development Agreement was approved by the Township Board on the 4<sup>th</sup> day of September, 2002, at a meeting duly called and held.

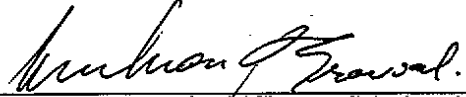
IN WITNESS WHEREOF, the undersigned have executed this Amendment to Planned Unit Development Agreement as of the day and year first above written.

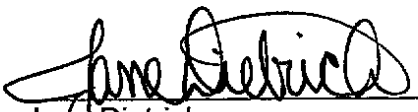
WITNESSES:

OWNER:

Singh IV Limited Partnership, a Michigan limited partnership, by its sole general partner, Singh General Corp., a Michigan corporation

  
David Zaitchik

By:   
Lushman S. Grewal, Vice President

  
Jane Dietrich

## TOWNSHIP:

The Township of Genoa, a Michigan municipal corporation

Michael Archinal  
MICHAEL ARCHINAL  
Lillian E. Turbs  
LILLIAN E. TURBS

By: Paulette A. Skolarus  
PAULETTE A. SKOLARUS

STATE OF MICHIGAN     )  
                                      ) SS  
COUNTY OF OAKLAND    )

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of October, 2002, by Lushman S. Grewal, the Vice President of Singh General Corp., a Michigan corporation, which is the sole general partner of Singh IV Limited Partnership, a Michigan limited partnership, on behalf of the said limited partnership.

James E. Dietrich  
Notary Public, Oakland County, Michigan

My commission expires: 06-08-2005

STATE OF MICHIGAN     )  
                                      ) SS  
COUNTY OF LIVINGSTON )

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of October, 2002, by Paulette A. Skolarus and being the Supervisor and Clerk, respectively, of Genoa Township, a Michigan municipal corporation.

Renee M. Gray  
Notary Public, Livingston County, Michigan

My commission expires: 7-19-2005

Drafted by, and when  
recorded return to:

The Heikinen Law Firm, P.C.  
110 North Michigan Avenue  
Howell, MI 48843

Richard Heikinen

**Exhibit "A" – Parcel 1 (46.66 Acres)****Legal Description**

A parcel of land situated in the Township of Genoa, Livingston County, Michigan, described as:

Part of the Southwest ¼ of Section 4 and part of the Northwest ¼ 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, also being the South ¼ corner of said Section 4; thence along the North-South ¼ line of said Section 9, South 01°39'41" West, 457.93 feet; thence North 60°42'38" West, 401.36 feet; thence South 29°17'22" West, 310.09 feet; thence along the Northerly line of Grand River Avenue (100 ft. wide), North 60°42'38" West, 66.00 feet; thence North 29°17'22" East, 310.09 feet; thence North 60°42'38" West, 320.00 feet; thence South 29°17'22" West, 310.09 feet; thence along said Northerly line of Grand River Avenue, North 60°42'38" West, 316.43 feet; thence North 29°17'22" East, 310.09 feet; thence North 60°42'38" West, 273.51 feet; thence Northwesterly on an arc right, having a length of 116.72 feet, a radius of 333.00 feet, a central angle of 20°04'58", and a long chord which bears North 50°40'09" West, 116.12 feet; thence along the Easterly line of the Detroit Edison-Consumers Power Corridor, North 02°00'42" East, 1071.48 feet; thence North 89°47'45" East, 1310.81 feet; thence along the North-South ¼ line of said Section 4, South 01°50'59" West, 1365.88 feet to the POINT OF BEGINNING; Containing 46.66 acres, more or less, and subject to the rights of the public over the existing Grand River Avenue (100 Ft. wide). Also subject to and including the use of Easements "A" and "B" (66 foot wide Private Easements for Ingress, Egress and Public Utilities) as recorded in Liber 2580 of Deeds on pages 194-205 of the Livingston County Records. Also subject to an including use of a Private Easement for Storm Water Detention as recorded in Liber 2528 of Deeds on Pages 0908-0915 of the Livingston County Records. Also subject to a 19.69 foot Wide Permanent Easement for drainage and Road Widening as recorded in Liber 2257 of Deeds on Page 0259-0262 of the Livingston County Records. Also subject to any other easements or restrictions of record.

Property Tax ID Number: 11-04-300-022

STATE OF MICHIGAN  
COUNTY OF LIVINGSTON  
TOWNSHIP OF GENOA

PLANNED UNIT DEVELOPMENT AGREEMENT

THIS PLANNED UNIT DEVELOPMENT AGREEMENT is made and entered into on this 12<sup>th</sup> day of April, 1996, by BIRGIT LORENTZEN, 388 Au Sable Place, Ann Arbor, Michigan 48104 (referred to as "Owner"), and the TOWNSHIP OF GENOA, a Michigan municipal corporation, 2980 Dorr Road, Brighton, Michigan 48116 (referred to as "Township").

R E C I T A T I O N S:

The Owner possesses 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 "Property"), some of which Property is currently under binding agreement of sale. At the closings on such agreements of sale, purchasers will acknowledge that their respective portions of the Property shall be bound by this Agreement.

The Owner does not have a site specific development plan for the Property. However, in view of the size and strategic location of the Property, Township desires the establishment of a general land use plan setting forth authorized land uses, and Owner likewise desires to establish a plan setting forth the manner in which Owner's transferees are entitled to develop the Property at such time in the future as they are ready to proceed with development.

The Owner has submitted a proposal for a general land use plan for the future development of the Property. Township has reviewed and revised such plan, requiring, among other things, reduced intensity of land uses, reduced residential use density and fewer access points along Grand River Avenue and Latson Road.

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 Mixed Use Planned Unit Development District, finding that such classification 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 in areas adjacent to Latson Road in order to achieve compatibility with adjacent land uses, the promotion of efficient provision of public services and utilities, the reduction of adverse traffic impacts, and the provision of adequate housing and employment.

RETURN TO: ✓ GENOA TOWNSHIP 2980 DORR ROAD BRIGHTON, MICH. 48116

KOHL, SECREST, WARDLE, LYNCH, CLARK AND HAMPTON

RECORDED  
MAY 9 3 53 PM '96  
TOWNSHIP OF GENOA  
LIVINGSTON COUNTY  
MICHIGAN

The Township has found and concluded that the uses and future development plans and conditions shown on the approved PUD Concept Plan, attached as Schedule B ("PUD Plan"), are reasonable and promote the public health, safety and welfare of the Township, and that they are consistent with the plans and objectives of the Township and consistent with surrounding uses of land.

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

#### ARTICLE I. GENERAL TERMS OF AGREEMENT

1.1 The Township and the Owner acknowledge and represent that the recitations set forth above are true, accurate and binding.

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

1.3 The PUD Plan, attached as Schedule B, has been duly approved by Township in accordance with all applicable Township ordinances, and depicts the land uses which will be permitted and which may be developed on the Property. All formal actions necessary or expedient to carry out this Agreement shall be taken by the parties without undue delay.

1.4 Except as specifically provided for in this Agreement, final site plans will comply with applicable Zoning Ordinance requirements. However, at the time of review of respective site plans for the development of various portions of the Property, deviations from ordinance regulations may be agreed upon by the Township and the ultimate developers of the Property.

1.5 The PUD Plan identifies the location and configuration of the authorized land uses that may be developed on the Property.

A. All uses authorized in the respective zoning classifications of the Genoa Township Zoning Ordinance on the date of this Agreement are authorized, provided, however, that east of Latson Road, between Latson Road and the Detroit Edison/Consumer's Power Corridor, in the areas which are designated GC\*, the uses specified on attached Schedule C are authorized.

B. The Owner shall be permitted without further approval of Township to adjust the size or shape of the various parcels provided the adjustment does not alter the land use

designation for any area of the Property or increase the intensity and/or density of use, provided, all development shall be subject to Final PUD Site Plan and land division approval. In addition:

1. The Owner shall not be entitled to make a modification which substantially increases the impact upon adjoining properties or facilities without the approval of Township.

2. The size, shape, entrance location and open space/buffer with respect to the 25.5 acre GC - Retail parcel shall not be modified without the approval of Township.

3. The Owner shall not be entitled to make other substantial changes without the approval of Township.

C. The sizes of the various parcels within the land use designations shall be subject to modification under the applicable regulations of the Zoning Ordinance and state law.

D. In those instances in which the Owner desires to obtain a modification of the PUD Plan, Township shall review the proposed change 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.

1.6 This Agreement, including the uses approved on the PUD Plan, are for the benefit of the Property, and shall run with the Property, and shall bind and inure to the benefit of the heirs, successors, assigns and transferees of the parties to this Agreement.

## ARTICLE II. LAND USE AUTHORIZATION

2.1 The Planned Unit Development shall include a land use authorization for the following uses, as set forth on the PUD Zoning Plan:

GC	General Commercial
NSD	Neighborhood Service District
OSD	Office Service District
HDR	High Density Residential
IND	Light Industrial
MDR	Medium Density Residential

KOHL, SECRET, WARDLE, LYNCH, CLARK AND HAMPTON

2.2 The Property is intended to be developed in stages or phases. More detailed planning for the development of the Property shall be undertaken on a parcel-by-parcel basis, subject to the intent and obligation to coordinate development of the Property as a whole, as specified hereinafter. The Owner, as dictated by the Owner's transferees, shall determine the timing and order of development. At the time the Owner, and the Owner's assigns and transferees, are prepared to develop each portion or phase of the Property, a plan prepared in the form required by applicable ordinance and law, including impact assessments required by the Township, and consistent with this Agreement, shall be submitted for review and approval. The Township shall review each of such plans within a reasonable time. Site plan and other review requirements shall not be subject to any subsequent enactments or amendments of the Zoning Ordinance which are inconsistent with this Agreement unless the concept plan as set forth herein is materially altered at the request of the Owner or her successors and assigns.

2.3 The number of residential units to be permitted on the residential component of the Property shall be as specified on the PUD Plan. Single family subdivision and site condominium lots, with detached housing, shall be a minimum of 18,000 square feet in area. The number of residential units shown on the PUD Plan may be reduced if required due to wetland considerations.

2.4 The Industrial use authorization shown on Schedule B shall include all permitted uses in the industrial district, however, the only special land uses which shall be permitted are for urgent care and day care uses.

2.5 If a use authorized under the Genoa Township Zoning Ordinance as a special land use is proposed on the Property, such use must be applied for and authorized as provided in the Zoning Ordinance.

### ARTICLE III. CURB CUTS AND OFF-SITE TRANSPORTATION IMPROVEMENTS

3.1 The establishment of curb cuts and driveways to public thoroughfares from the PUD property shall be limited and restricted for the purpose of reducing the number of turning movements to and from the property. Therefore, the number and general location of entrances to the site from adjacent public thoroughfares shall be fixed in the manner specified on the PUD Plan.

#### 3.2 Off-site Improvements in Public Right of Way.

It has been determined that certain off-site improvements to the adjoining state highway, Grand River Avenue and Latson Road, would be desirable at such time as more

intense development occurs on the Property, as specified in the following subparagraphs. Identification of the entity undertaking the surveying, engineering and construction with regard to Grand River Avenue improvements shall be determined by MDOT in the future based upon the MDOT access permit process. Identification of the entity undertaking the surveying, engineering and construction with regard to Latson Road improvements shall be determined by the Livingston County Road Commission, or MDOT, in the future. Owner's transferees shall participate financially in the improvements outlined herein, however, the extent of such financial participation shall take into consideration applicable law, and, such participation shall not be required if and to the extent the Michigan Department of Transportation and/or the Livingston County Road Commission has scheduled such improvements using other funding.

A. Grand River west of Latson: A center turn lane shall be constructed along Grand River Avenue to complete a continuous center turn lane from the western end of the Property to the Latson Road intersection approach. It is contemplated that such improvements, including traffic signal(s), will be constructed at such time in the future as more than fifty percent of the Grand River frontage on the Property, west of Latson Road, is developed or seeking development approval, or upon the development of the larger GC-Retail area, whichever occurs first in time.

B. Grand River Avenue east of Latson: A center turn lane must be constructed according to the plans and specifications, including length, established by the Michigan Department of Transportation. It is contemplated that such improvements would be undertaken at such time as: (1) the users on the Grand River frontage on the Property, east of Latson Road, would be reasonably anticipated to generate at least fifty peak hour left turns from Grand River into such portion of the Property; or (2) 50% of the acreage or frontage on the Property east of Latson Road is approved for development and is reasonably anticipated to begin generating traffic; whichever occurs first in time.

C. Latson Road, adjacent to non-residential: Turning lanes, mutually agreeable right-of-way and other improvements, as may be required by the Livingston County Road Commission, are to be constructed.

D. Latson Road, adjacent to residential: A turning lane for any access point from Latson Road is to be constructed prior to the occupancy of the twentieth unit to be served primarily by that access point, or as required by the Livingston County Road Commission. Passing lanes shall be constructed when a sufficient number of units are developed to warrant the requirement of a passing lane based upon Livingston County Road Commission standards.

ARTICLE IV. INTERNAL ROAD NETWORK

4.1 An internal system of vehicular thoroughfares shall be planned and established throughout the PUD as approval of the development on respective portions or phases of the Property takes place. Internal roads shall be designed to permit vehicular access between and among users of the Property, as ultimately developed, with the view and intent of minimizing the number of traffic movements onto adjoining public roads. The precise location and design of the overall system of thoroughfares shall be reviewed and authorized as each site plan for a portion of the overall PUD is proposed for development. Such review shall be based upon the objective of establishing a workable plan for the entire property, taking into consideration the uncertainty of the future development of the remainder of the undeveloped property.

4.2 In residential areas:

A. The Owner's transferees shall have the right to determine whether roads shall be public or private, provided applicable ordinances are met. If private roads are constructed, a private road maintenance agreement, subject to approval by the Township, providing for ongoing maintenance shall be adopted.

B. In the interest of efficient circulation and adequate access for emergency vehicles, the Township may as part of site plan approval, require street connections with land to the west or north of the residential component of the PUD on the Property, provided all rights relating to private streets shall be respected and observed. Owner's transferees shall construct such streets as reasonably required by the Township and/or the Board of Road Commissioners of Livingston County.

4.3 Permission for shared access east of Latson Road.

It is anticipated that Owner's transferees shall ultimately develop a vehicular traffic lane or road providing access to Latson Road at the northern end of the property on the east side of Latson Road. Immediately north of Owner's Property, the Township has approved a planned unit development which includes a multiple family residential component not yet constructed. Owner shall authorize the developer of the multiple family project to have common use of the traffic lane or road on the north end of Owner's Property following construction of the traffic lane or road so as to allow access from the multiple family residential component to Latson Road, provided that Owner and the developer of the multiple family property reach a mutually satisfactory agreement with respect to the use, location of connection, construction and maintenance of the traffic lane or road providing access to Latson Road, and providing to Owner and Owner's transferees a release with respect to liability in connection with the design

and use thereof. The Owner and Owner's transferees shall not unreasonably negotiate relative to this right of access.

4.4 The developer of the Retail portion of the Property shall construct a service drive or traffic lane to the west Property line and provide a shared access easement for the connection to the adjacent property on which there are currently Kroger's and Walmart shopping facilities. This service drive shall be designed at a grade to allow eventual connection, however, the developer of such Retail area shall not be required to complete any service drive construction or provide any easement off of the Property.

4.5 If the then owner of the eastern portion of the Property and the developer of the land to the immediate east of the Property reach a mutually satisfactory agreement with respect to such things as construction, use, maintenance and liability, a service drive or traffic lane intersecting the east boundary of the Property, in the location determined in the discretion of the Owner (as dictated by Owner's transferees), shall be constructed to provide a vehicular connection between the properties. The Owner shall not be required to undertake construction or provide an easement off of the Property.

#### ARTICLE V. DRAINAGE

5.1 The system of drainage on the Property, including drainage retention and detention, as applicable, shall be designed so as to be coordinated throughout the PUD and shall be subject to Township review and approval.

5.2 It is acknowledged by the Township that there is a cross-easement with the property to the west (which includes the WalMart store) for storm drainage purposes.

#### ARTICLE VI. SITE IMPROVEMENTS

6.1 There shall be a coordination of site improvements within the overall Property, with the objective of creating site improvements that are integrated and mutually supportive among the respective portions or phases of the development, including the utilities, landscaping and lighting.

6.2 The bermed buffer area adjacent to Latson Road on the GC-Retail parcel shall be landscaped as shown on attached Schedule D.

6.3 The PUD Plan shows a Connection to Existing Parking on the west of the site in the area of the existing Wendy's and Kroger uses on adjoining property. Such connection is intended to make available a connection for vehicles and pedestrians. Owner shall not be required to acquire an easement or make improvements in any area not on the Property.

6.4 A pedestrian network shall be constructed as each phase of development on the Property is constructed, with the intent of connecting all pedestrian components of the Planned Unit Development on the Property, and connecting pedestrian walkways at the property line.

6.5 Unless the Township reasonably determines that it is not physically or economically feasible, development shall be undertaken with underground electrical service to the buildings on the Property.

#### ARTICLE VII. DESIGN OF BUILDINGS AND SIGNS

7.1 The architecture, building materials, colors and shapes of all non-residential buildings shall be in substantial conformity with the guidelines set forth in the Grand River Avenue Corridor Plan, as adopted, and as it may be reasonably amended. It is the intention of the parties to promote and encourage a development that incorporates varying building lines, natural earth tone construction materials and other elements contemplated to upgrade the appearance of the development overall in the interest of making it aesthetically pleasing. Flat front roof facades shall be discouraged. Large walls shall include varying building lines, setbacks, color accents, windows or other elements to upgrade appearance. Each site plan will include a narrative or illustration(s) that demonstrate the design will be consistent with, or complement, architecture of the other sites.

7.2 Signage: Free standing signs within the PUD shall be ground mounted (monument) signs. No pole signs shall be permitted. All free standing signs shall have a base constructed of materials that coordinate and are not inconsistent with the building, and other signs within the PUD. With regard to the area referenced on Schedule B as GC-Retail, there shall be not more than one free standing sign along Grand River Avenue and not more than one free standing sign along Latson Road advertising the uses on such property. The two signs for the GC-Retail area (one per frontage) shall be no taller than 15 feet and no larger than 72 square feet in area. All other lots within the PUD shall be limited to monument signs no taller than 6 feet and no larger than 60 square feet in area. All wall signs shall have channel lettering (not panels). All free standing lighted signs shall be internally lit. Wall and other signs shall be permitted as authorized in the zoning ordinance.

7.3 Landscaping and site lighting: The landscaping within the PUD shall demonstrate consistency in terms of design and materials. Generally, site lighting shall be a uniform type and color.

ARTICLE VIII. UTILITIES

8.1 All of the Property is located within the community water district area but is not included in the water special assessment district. Each commercial and residential parcel/uses must connect to the community water system if such system is available at the time of development. Such connection shall require payment of all proportionate and applicable fees, charges and assessments.

A. On the approximately 65 acres east of Latson Road designated for Industrial and NSD on Schedule B, connection to the public water system shall be made if a water main has been extended to and is available at the site, or, if a land area greater than 15 acres in size is proposed for development, connection shall be made to the system, provided that all off-site easements necessary for extension of the main have been provided by the Township.

B. On the balance of the property, connection to the municipal water system shall be made at the time of construction of buildings.

8.2 All of the commercial, industrial and residential buildings constructed on the Property shall, as developed, be connected to and served by public sanitary sewer. The Township represents that there has been reserved for owner adequate municipal wastewater treatment capacity to service the reasonable development of the Property, and the adequacy of wastewater treatment capacity shall not limit the type of use or density of the reasonable development of the Property.

8.3 Fees, charges and costs for utilities shall be as set forth on attached Schedule E, which may be amended on a district-wide basis from time-to-time.

ARTICLE IX. MISCELLANEOUS

9.1 This Agreement may not be modified, replaced, amended or terminated without the prior written consent of the parties to this Agreement. The Owner and the Township 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 Property, including subsequent purchasers, or their tenants, mortgagees, or others.

9.2 While Owner possesses legal title to the Property, Owner does not intend to develop it. Rather, Owner intends to sell the Property in various parcels to others to develop. Accordingly, reference in this Agreement to activities by the Owner in relation to development is intended to mean Owner's transferees and assigns unless context dictates to the contrary.

9.3 In the event of any direct conflict between the terms and provisions of this Agreement (including the attached PUD Plan) and the provisions of the Zoning Ordinance, or other Township ordinances, rules or regulations, the provisions of this Agreement shall control.

9.4 In the event a portion of the Property is submitted for site plan approval, and such approval is denied, the party submitting such site plan shall be entitled to appeal such decision to the Zoning Board of Appeals as provided by law, and all parties shall agree to proceed expeditiously to final resolution.

9.5 The undersigned parties acknowledge that the conditions imposed upon the development of the property are reasonable conditions necessary to ensure that public services and facilities affected by the proposed land use or activity will be capable of accommodating increased service and facility loads caused by the land use or activity, to protect the natural environment and conserve natural resources and energy, to ensure compatibility with adjacent uses of land, and to promote the use of land in a socially and economically desirable manner. Further, it is acknowledged that the conditions meet all of the requirements of MSA 5.2963(16d)(2)(a)(b) and (c).

9.6 Until the Property is fully developed, each site plan applicant shall be responsible following Township approval of the respective site plan, plat and/or site condominium presented to the Township, to superimpose the approved plan of development upon the overall PUD plan to clearly illustrate the final development plan for each portion of the Property.

APPROVED by Owner on this 12<sup>th</sup> day of April, 1996.

WITNESSES:

OWNER:

Todd Smith  
TODD SMITH  
Terri K. Campan  
Terri K. Campan

Birgit Lorentzen  
BIRGIT LORENTZEN

On this 12<sup>th</sup> day of April, 1996, before me, a notary public in and for Livingston County, personally appeared BIRGIT LORENTZEN to me known to be the person described in and who executed the Planned Unit Development Agreement, set forth above, and who acknowledged the same to be her free act and deed.

Joanne B. Hanton  
Notary Public

JOANNE B. HANTON  
Notary Public, Oakland County, MI  
My Commission Expires June 21, 1997

APPROVED BY THE TOWNSHIP BOARD FOR THE TOWNSHIP OF  
GENOA on the 18 day of March, 1996, at a meeting duly  
called and held.

WITNESSES:

TOWNSHIP OF GENOA:

Mary Krenicki  
Mary Krenicki

BY: Robert R. Murray  
Robert R. Murray

Mary Krenicki  
Mary Krenicki

BY: Paulette A. Skolarus  
Paulette A. Skolarus

On this 2 day of May, 1996, before me, a  
notary public in and for Livingston County, personally  
appeared Robert R. Murray 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 Agreement  
on behalf of Genoa Township and who acknowledged the same to be  
their free act and deed.

Ann Spiroff  
Notary Public also a witness

ANN SPIROFF  
Livingston Co.  
expres 9/6/99

5114/JATWORK3

Drafted by:  
Gerald L. Fisher  
30903 Northwestern Hwy.  
PO Box 3040  
Farmington Hills MI 48333-3040

INDEX OF EXHIBITS

Schedule A	Property Description
Schedule B	PUD Concept Plan
Schedule C	Authorized Uses
Schedule D	Landscape Plan
Schedule E	Fees, Charges and Costs for Utilities
Schedule F	Letter of March 18, 1996

KOHL, SECREST, WARDLE, LYNCH, CLARK AND HAMPTON

**BOSS ENGINEERING**  
**ENGINEERS & SURVEYORS**LORENTZEN PROPERTY WEST OF LATSON ROAD:

Part of the Southeast 1/4 of Section 5, T2N-R5E, Genoa Township, Livingston County, Michigan, more particularly described as follows: Commencing at the Southeast Corner of Section 5; thence along the East line of Section 5 and being the centerline of Latson Road (66 foot wide Right of Way), N 02°11'26" E, 854.58 feet, to the POINT OF BEGINNING of the Parcel to be described; thence N 60°51'00" W, 287.02 feet; thence S 02°11'26" W, 306.09 feet; thence along the centerline of Grand River Avenue (100 foot wide right of Way), N 60°51'00" W, 950.60 feet; thence along the easterly property line, of a parcel as recorded in Livingston County Records, at Liber 1800 of Deeds, pages 81-83, N 02°11'32" E, 420.61 feet; thence N 89°59'52" W, 181.99 feet; thence along the North-South 1/8 line, of Section 5, N 02°12'56" E, 1101.46 feet; thence along the East-West 1/4 line of Section 5, N 88°41'15" W, 1284.64 feet; thence along the North-South 1/4 line of Section 5, N 02°08'46" E, 1325.47 feet; thence S 89°09'44" E, 1286.03 feet; thence S 88°44'51" E, 1284.51 feet; thence along the centerline of Latson Road and the East line of Section 5, S 02°11'26" W, 1337.49 feet to the East 1/4 Corner of said Section; thence continuing along the centerline of Latson Road and the East line of Section 5, S 02°11'26" W, 1789.80 feet, to the POINT OF BEGINNING; Containing 127.22 acres, more or less, and subject to the rights of the public over the existing GRAND RIVER AVENUE & LATSON ROAD. Also subject to any other easements or restrictions of record.

File No. 94192d10

CERTIFICATE OF SURVEY

Part of the South  $\frac{1}{2}$  of the Southwest  $\frac{1}{4}$  of Section 4, T2N-R5E Genoa Township, Livingston County, Michigan, described as follows: Beginning at the intersection of centerlines of Grand River Ave. and Latson Road and on the West line of Section 4, N02°11'26"E 548.49 feet from the Southwest corner of said Section 4; running thence N02°11'26"E 773.70 feet along the centerline of Latson Road and the Section line; thence N89°47'23"E 1095.65 feet; thence S02°01'03"W 1340.43 feet; thence N89°15'06"W 74.26 feet along the Section line; thence N60°42'38"W 584.16 feet along the centerline of Grand River Ave. (a 100 ft. wide R.O.W.); thence N60°51'00"W 565.97 feet along the centerline of Grand River Ave. (a 100 ft. wide R.O.W.) to the point of beginning. Containing 27.061 acres more or less, subject to highway easements and easements of record.

Part of the South  $\frac{1}{2}$  of the Southwest  $\frac{1}{4}$  of Section 4 and that part of the East  $\frac{1}{2}$  of the Northwest  $\frac{1}{4}$  of Section 9 lying Northerly of the centerline of Grand River Ave., all in T2N-R5E, Genoa Township, Livingston County, Michigan, described as follows: Beginning at the South  $\frac{1}{2}$  corner of said Section 4; running thence S01°39'41"W 864.72 feet along the North-South  $\frac{1}{2}$  line; thence N60°42'38"W 1483.05 feet along the centerline of Grand River Ave. (a 100 ft. wide R.O.W.); thence N01°39'09"E 156.04 feet along the West line of said East  $\frac{1}{2}$  of the Northwest  $\frac{1}{4}$  of Section 9; thence N02°01'03"E 1344.03 feet along the West line of the Southeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 4; thence N89°47'23"E 1310.81 feet along the North line of the Southeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 4; thence S01°50'59"W 1365.88 feet along the North-South  $\frac{1}{2}$  line of said Section 4 to the point of beginning. Containing 56.201 acres more or less, subject to highway easements and easements of record.

West  $\frac{1}{2}$  corner Sec. 4, T2N-R5E. Set PK spike on straight line between SW cor. and NW cor. of Sec. 4 at a record distance, N2°11'26"E 2644.38 feet from the SW cor., Sec. 4. No witness points available.

Ctr. Sec. 4, T2N-R5E, Comp-uted intersection of 1/4 lines

Southwest corner Sec. 4, T2N-R5E, Fd. PK spike  
N45°E-48.58'-I. Pipe  
West-21.85'-ctr. 12" Oak  
S20°E-41.85'-ctr. 12" oak  
N54°W-27.60'-ctr. 11" Oak  
S55°W-31.68'-ctr. 8" Hick

South  $\frac{1}{2}$  corner Sec. 4, T2N-R5E  
Fd. "t" iron  
East-4.7'-ctr. 48" oak  
East-59.4'-ctr. 15" Hick  
North-88.3'-ctr. 36" Oak  
S2W-28.2'-ctr. 5" hick  
S30E-59.0'-NW cor. Pole Barn

Ctr. Sec. 9, T2N-R5E  
Fd. Boat Spike  
N10°E-27.18'-ctr. 30" Oak  
S45°W-37.64'-ctr. 18" Hick

I HEREBY CERTIFY THAT I HAVE SURVEYED AND MAPPED THE LAND ABOVE PLATTED AND/OR DESCRIBED AND THAT THE SURVEY COMPILES WITH THE REQUIREMENTS OF PUBLIC ACT NUMBER 132 -- 1970

CHARLES E. GARLOCK  
RLS NO. 14762

LEGEND:

O-IRON SET, ●-IRON FOUND, ■-CORNER POST, -X--FENCE, R-RECORD, M-MEASURED

CLIENT: Lorentzen	CLOSURE: 1:65,700	CHARLES E. GARLOCK	
BEARINGS: Grand River	ROW plans	REGISTERED LAND SURVEYOR	
SECTION 4 & 9 T2N-R5E	SCALE: 1" = 400'	840 EAST DAVIS ROAD	
GENOA TOWNSHIP	BOOK: 162 pg 20	HOWELL, MICHIGAN 48843	
LIVINGSTON COUNTY MICHIGAN		(517) 546-3340	
		* Ccg	DRN. Ccg CKD.
		DATE: Sept. 29, 1989	

SCHEDULE B

(PUD Concept Plan)

On Record at the Offices  
of

Genoa Township  
2980 Dorr Road  
Brighton, MI 48116

KOHL, SECREST, WARDLE, LYNCH, CLARK AND HAMPTON

SCHEDULE "C"

LIST OF PERMITTED USES EAST OF LATSON ROAD  
Between Latson & Power Lines

Child Care Center/Preschool  
Churches, Places of Worship  
Bed and Breakfast Inns  
Banks, S & L, Credit Unions  
Business Services  
Commercial Schools and Studios  
Dry Cleaners/Laundry  
Funeral Homes/Mortuary  
Hospitals  
Medical Offices  
Medical Centers/Urgent  
Personal Service Establishments  
Personal Service/Retail  
Photographic/Art Studios  
Professional and Corporate Offices  
Vocational/Technical Training Facilities  
Health Clubs, Gyms, Fitness Centers  
Bakeries  
Banquet Halls  
Food Establishment  
Restaurant or Deli, Sit Down, no Drive Thru  
Taverns and Bars Without Dancing  
Taverns and Bars With Dancing

KOHL, SECREST, WARDLE, LYNCH, CLARK AND HAMPTON

Video Rental

Convenience Stores without gas

Lodging: Bed and Breakfast

Lodging: Hotel, Motel

Retail Indoor Business

Lawn and Garden Centers

Print Shops and Publishing

Research and Testing Laboratories and Facilities

SCHEDULE D

(Landscape Plan)

On Record at the Offices  
of

Genoa Township  
2980 Dorr Road  
Brighton, MI 48116

"SCHEDULE E"

LORENTZEN PUD AGREEMENT

GENOA/OCEOLA PHASE I  
SEWER ASSESSMENT FORMULA

<u>UNDEVELOPED</u>			<u>SEWER FEE</u>		
<u>FRONT FOOTAGE</u>	<u>ACRE</u>	<u>R.E.U.</u>	<u>FRONT FOOTAGE</u>	<u>ACRE</u>	<u>R.E.U.</u>
\$36.00	\$3,200	\$3,100	0	0	\$3,100

GENOA/OCEOLA PH I WATER  
WATER ASSESSMENT FORMULA

<u>UNDEVELOPED</u>	<u>R.E.U.</u>
\$1,300. PER ACRE	1.2 R.E.U.'s PER ACRE AT \$3,000.

When property develops, if the use exceeds the R.E.U per acre formula, an additional \$3,000. per R.E.U. will be charged.

EXHIBIT F

LIBER 2038 PAGE 0058

KOHL, SECREST, WARDLE, LYNCH,  
CLARK AND HAMPTON  
COUNSELORS AT LAW  
30903 NORTHWESTERN HIGHWAY  
P.O. BOX 3040  
FARMINGTON HILLS, MICHIGAN 48333-3040

GERALD A. FISHER  
DIRECT DIAL NO. (810) 539-2818

TELEPHONE (810) 851-9500  
TELEFACSIMILE (810) 851-2158

94 MACOMB PLACE  
MT. CLEMENS, MI 48043-7903  
(810) 465-7100  
TELEFACSIMILE (810) 465-0673

7335 WESTSHIRE DR., SUITE 103  
LANSING, MI 48017-9764  
(517) 627-1861  
TELEFACSIMILE (517) 627-1867

833 KENMOOR DRIVE, S.E.  
GRAND RAPIDS, MI 49546-2373  
(616) 285-0143  
TELEFACSIMILE (616) 285-0145

3051 COMMERCE DRIVE  
P.O. BOX 61088  
PORT HURON, MI 48061-0888  
(810) 385-8888  
TELEFACSIMILE (810) 385-9593

5757 WHITMORE LAKE ROAD  
SUITE 1450  
BRIGHTON, MI 48116-1902  
(810) 229-2370  
TELEFACSIMILE (810) 229-5076

March 18, 1996

VIA FACSIMILE AND REGULAR MAIL

Richard A. Heikkinen, Esq.  
110 North Michigan Avenue  
Howell, MI 48843

RE: Genoa Township, Lorentzen PUD Agreement

Dear Mr. Heikkinen:

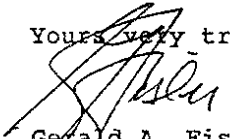
Consistent with your transmittal to me of this date, and my follow up telephone discussion with you, I have made the appropriate modifications of the Planned Unit Development Agreement. The final draft is enclosed.

You have provided language for an "Acknowledgement and Acceptance" of the PUD Agreement to be executed by all of the purchasers of the various parcels of property. This letter will confirm our understanding that this Acknowledgement and Acceptance will be executed by the respective purchasers at the time of closing on the respective sales of the parcels.

Finally, this letter will confirm that I will transmit a copy of this Agreement directly to the Township at your request.

Best regards.

Yours very truly,

  
Gerald A. Fisher

GAF/jah  
Enclosure

cc: Birgit Lorentzen  
Jim Stornant, Township Manager  
John Kirk, Esq.  
Todd Smith



LOCATION MAP  
NO SCALE

➔ MAIN ENTRANCE  
➔ SECONDARY ENTRANCE

**LEGEND**

- GC** GENERAL COMMERCIAL
- NSD** NEIGHBORHOOD SERVICE DISTRICT
- OSD** OFFICE SERVICE DISTRICT
- HDR** HIGH DENSITY RESIDENTIAL  
MAX. 8.0 D.U. PER ACRE
- IND** LIGHT INDUSTRIAL
- MDR** MEDIUM DENSITY RESIDENTIAL  
MAX. 3.5 D.U. PER ACRE

**LAND USE DISTRIBUTION**

GENERAL COMMERCIAL		57.9 ACRES
GC-1	1.6 ACRES (NOTE: GC-1 MCDONALDS RESTAURANT SITE IS NOT PART OF THE P.U.D.)	
GC-2	2.3 ACRES	
GC-3	2.4 ACRES	
GC-4	3.4 ACRES	
GC-5	2.6 ACRES	
GC-6	1.6 ACRES (NOTE: GC-6 AUTO CITY SERVICE SITE IS NOT PART OF THE P.U.D.)	
GC *	18.5 ACRES	
(* = WITH DEFINED USES ONLY)		
GC-RETAIL	25.5 ACRES	
NEIGHBORHOOD SERVICE DISTRICT		11.7 ACRES
OFFICE SERVICE DISTRICT		8.5 ACRES
FAMILY RESIDENTIAL		91.2 ACRES/374 D.U.
HDR	23.0 ACRES @ 7 D.U./ACRE = 161 D.U.	
MDR	68.2 ACRES @ 3.12 D.U./ACRE = 213 D.U.	
LIGHT INDUSTRIAL		44.5 ACRES
TOTAL ACREAGE = 213.8 ACRES		
(EXCLUDES EDISON/CONSUMER'S CORRIDOR = 7.1 AC.)		
(INCLUDES ROAD RIGHTS-OF-WAY)		

OWNER: MS. BIRGIT LORENTZEN  
388 AUSABLE PLACE  
ANN ARBOR, MI  
(313) 662-3882



PREPARED BY:  
BOSS ENGINEERING COMPANY  
3121 E. GRAND RIVER  
HOWELL, MICHIGAN 48843  
(517) 546-4836

REV. 03-05-96  
REV. 10-04-95  
REV. 8-01-95  
2-10-95  
94192PUD

MAR 22 1996

R:\41037010 The Map 5 11:46:45 1996