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SALLY REYNOLDS
REGISTER OF DEEDS
LIVINGSTON COUNTY, MI 48843
RECORDING: 46.00
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PAGES: 13

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COVER SHEET FOR

AMENDMENT TO PLANNED UNIT DEVELOPMENT AGREEMENT

FOR PHASE I AND PHASE II LAND

BETWEEN

RLG HOWELL LLC AND GCG HOWELL LLC

AND

PKJJ, LLC

AND

TOWNSHIP OF GENOA

DATED June 14, 2015

06-29-15P12:25 RCVD

Prepared By and After Recording
Return To:
April Ann Jordan
Hedrick & Jordan Co., LPA
100 E. Third Street, Suite 500
Dayton, Ohio 45402
937-228-3889

2015RJ-0453

8270944
Tx:6118362

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 this 18th day of June, 2015, by **RLG HOWELL LLC**, a Michigan limited liability company, and **GCG HOWELL LLC**, a Michigan limited liability company, both of 10050 Innovation Drive, Suite 100, Dayton, Ohio 45342 (collectively, "Owner"); **PKJJ, LLC**, a Michigan limited liability company, of Michigan ("PKJJ); and **GENOA CHARTER TOWNSHIP**, a Michigan municipal corporation, 2911 Dorr Road, Brighton, Michigan 48116 ("Township").

RECITATIONS:

Owner possesses fee title to certain real property located in Genoa Charter Township, Livingston County, State of Michigan, described in that certain Planned Unit Development Agreement dated April 6, 1999, and recorded at Liber 2609, Page 0205 of the records of Livingston County, Michigan (the "Phase I PUD").

Subsequent to the Phase I PUD, Owner and Township entered into that certain Planned Unit Development Agreement for Phase II Land dated August 17, 2009, and recorded at 2009R-023916 of the records of Livingston County, Michigan (the "Phase II PUD"). The Phase I PUD applied to Phase I and Phase II land described therein, and the Phase II PUD modified provisions pertaining to Phase II.

In 2011 Owner and Township considered a further Amendment to the Phase I PUD Agreement that contemplated the reconfiguration of Lot #4 into two sub-lots; provided however the amendment was never finalized or executed, and as such is of no force or effect.

Pursuant to Article IV, Internal Road Network, subsection 4.1, the Phase 1 PUD contemplated that the property formerly owned by the Prairie House Restaurant and now owned by PKJJ (the "Red Olive Parcel") described on Exhibit A attached hereto could benefit from an easement established by Owner over and across the Red Olive Parcel.

Owner and PKJJ have agreed to amend Owner's existing Declaration of Restrictions and Easements for Outlots dated September 2, 1999, recorded September 10, 1999, at Liber 2652, Page 0082 of the records of Livingston County, Michigan (the "Declaration") to provide the Red Olive Parcel with access over the access ways on the adjacent lands of Owner and to subject the Red Olive Parcel to the terms of the Declaration.

Further, Owner and Township have agreed to amend the provisions of the Phase I PUD and Phase II PUD regarding pylon signage and the construction of a Township identification sign.

Further, Owner and Township have agreed to amend the provisions of the Phase I PUD and Phase II PUD regarding pylon signage and the construction of a Township identification sign.

Further, Owner and Township have now agreed to amend the provisions of the Phase I PUD Agreement to provide for the reconfiguration of Lot #4 into two (2) separate lots, to be known as Lot #4A and Lot #4B.

In connection therewith, Owner and PKJJ wish to amend the Phase I PUD and the Phase II PUD to subject the Red Olive Parcel thereto; to modify the signage provisions; and to reflect the reconfiguration of Lot #4 into two (2) separate lots, all pursuant to the terms contained herein.

NOW, THEREFORE, Owner, PKJJ and the Township, in consideration of the mutual promises contained in this Agreement, hereby agree as follows:

1. Article 1, General Terms of Agreement, subsection 1.5 of the Phase I PUD, shall be amended to add the following additional paragraph D:

D. The configuration of Lot #4 shall hereby be modified to divide Lot #4 into two (2) separate parcels for all purposes under the Phase I PUD, which shall be known as Lot #4A and Lot #4B respectively, and depicted on Exhibit B attached hereto. Township acknowledges that this modification does not substantially increase the impact on adjoining properties or facilities and that the Remote Parking Area is not required for the operation of the Wal-Mart on Lot #1. Township hereby agrees that the parking space contained in the Remote Parking Areas shall be counted as parking spaces for the use of Lot #4A and Lot #4B. Township hereby approves the setbacks and configuration of improvements on Lot #4A and Lot #4B as depicted on Exhibit B attached hereto. Owner acknowledges that Lot #4A and Lot #4B shall remain subject to the terms of the Phase I PUD except as otherwise set forth herein. Owner reserves the right to configure Lot #4A and Lot #4B further to include the Remote Parking Areas adjacent to said Lots. Township acknowledges that if such lots are incorporated into Lot #4A and Lot #4B, same shall not substantially increase the impact upon adjoining properties or facilities.

2. Article I, General Terms of Agreement of the Phase I PUD, shall be amended to add the following additional subsection:

1.7 The Red Olive Parcel shall be subject to the terms and conditions of the Phase I PUD, subject to the provisions of this Amendment.

3. Article II, Land Use Authorization, subsection 2.1 of the Phase I PUD, shall be amended to delete the sentence reading "Further, only one drive through restaurant facility shall be permitted and such use shall only be permitted on Lot #1." The following shall be placed in its stead:

Drive through restaurant facilities may be allowed on Lot #4A and Lot #4B as depicted on Exhibit B attached hereto. Additional drive through restaurant facilities may be allowed on all parcels within five hundred feet (500') of each other, subject to Special Land Use approval by Township, including the Special Use Requirements as outlined in the Special Land Use Regulations as they may exist from time to time. Township and Owner agree that this use shall be considered upon providing that the stacking or queuing of such drive through restaurant facilities shall be sufficient to accommodate expected peak volumes and to minimize conflict with the internal road network located on the Property, as well as any public roadways. Provided, however, no drive through shall be permitted on the Red Olive Parcel.

4. Article IV, Internal Road Network Subsection 4.1 of the Phase I PUD, shall be amended to add the following additional sentence:

Notwithstanding anything contained in the Phase I PUD to the contrary, the Red Olive Parcel shall be allowed to maintain access to the Grand River Avenue existing curb cut, provide such access shall be limited to "right-in, right-out" movement only.

5. Article VI, Site Improvements, subsection 6.5(a) of the Phase I PUD shall be amended to delete the second sentence reading: No parking in the front yard of Lot #4 shall be permitted except one row or less of "tease" parking, which shall be allowed.

6. Article VI, Site Improvements, subsection 6.5(b) of the Phase I PUD, and subsection 6.4(B) of the Phase II PUD, shall each be deleted, it being acknowledged that Owner shall have no obligation to Township to provide an entranceway landmark pursuant to the Phase I PUD or the Phase II PUD because such location or locations are not available for such signage. The following shall be inserted instead:

The Owner shall pay to Township the sum of Twenty-Five Thousand and 00/100 Dollars ($25,000.00) within forty-five (45) days after building permits are issued for the new improvements to be constructed on Lot #4A. In consideration of such payment, Owner shall have no obligation to install a Township identification sign and instead Township may install and maintain the Township identification sign at Township's expense on Owner's Lot A or at such other location outside of Owner's Property as the Township may decide. If installed on Owner's property, the Township identification sign shall be installed within the twenty foot (20') set back on Owner's Lot A, shall be constructed as depicted on Exhibit C attached hereto, shall be a maximum of six feet (6') in height and shall be oriented so as to be most visible from Latson Road. Easements for such construction and maintenance of a Township Identification sign shall be granted and accepted at the time that the Township notifies Owner that it wishes to place the Township identification sign on Lot A as depicted on Exhibit C.

7. Article VI, Design of Building and Signs, subsection 7.2, Signage of the Phase I PUD, shall be amended to add the following additional paragraph:

Lot #4A and Lot #4B shall be treated as separate parcels, and as such Lot #4A and Lot #4B shall each be entitled to separate signage as described herein. Lot #4A shall retain

the existing two (2) monument signs. Lot #4B shall be entitled to one (1) additional monument sign for business operations thereon comparable in size to the signs located on Lot #4A.

8. Article VII, Design of Building and Signs, subsection 7.2, Signage of the Phase II PUD, shall be amended to delete the fourth sentence regarding the highway signs and the following sentences shall be placed in its stead:

> There shall be permitted one (1) pylon sign of a maximum of three hundred (300) square feet, not to exceed 42' in height, advertising users in both Phase I and Phase II. The pylon sign shall be constructed as depicted on Exhibits C and D attached hereto Additionally, the owner of the Red Olive Parcel may install a monument sign abutting Grand River Avenue and other signs as may be permitted under the Declaration and the Township's ordinances.

9. In the event of a conflict in terms, the terms of this Amendment shall have priority over the terms of the Phase I PUD agreement and the Phase II PUD agreement.

APPROVED by Owner and PKJJ on this 11th day of JUNE, 2015.

WITNESSES:

KAREN RILEY

CHRISTINE OVERHOLSER

RLG HOWELL LLC, a Michigan limited liability company

By: Randall L. Gunlock, Trustee under the Amended Revocable Trust Agreement Dated May 30, 2013, Randall L. Gunlock, Grantor, Managing Member

By: Randall L. Gunlock
Its: Trustee

GCG HOWELL LLC, a Michigan limited liability company

KAREN RILEY

CHRISTINE OVERHOLSEY

By: Glenn C. Gunlock
Its: Managing Member

PKJJ, LLC, a Michigan limited liability company

KIM THOMAS CAPELLO

JODI CAPELLO

By: PETE GOUKAS
Its: MANAGING MEMBER

STATE OF OHIO)
) SS:
COUNTY OF MONTGOMERY)

The foregoing instrument was acknowledged before me the 12 day of JUNE, 2015, by Randall L. Gunlock, Trustee under the Amended Revocable Trust Agreement Dated May 30, 2013, Randall L. Gunlock, Grantor, Managing Member of RLG Howell LLC, a Michigan limited liability company, on behalf of the company.

NOTARIAL SEAL STATE OF OHIO

KAREN RILEY
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
August 04, 2018
Recorded in
Montgomery County

Notary Public

STATE OF OHIO)
) SS:
COUNTY OF MONTGOMERY)

The foregoing instrument was acknowledged before me the 11th day of JUNE, 2015, by Glenn C. Gunlock, Managing Member of GCG Howell LLC, a Michigan limited liability company, on behalf of the company.

NOTARIAL SEAL
STATE OF OHIO

KAREN RILEY
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
August 04, 2018
Recorded In
Montgomery County

Karen Riley
Notary Public

STATE OF MICHIGAN)
) SS:
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me the 10 day of JUNE, 2015, by PETE GOULAS, the MANAGING MEMBER of PKJJ, LLC, a Michigan limited liability company, on behalf of the company.

Jodi Capello
Notary Public Jodi Capello
Oakland County, MI
Acting in Oakland County MI
My commission expires: 8-29-20

APPROVED by the Township Board for the Township of Genoa on the 18th day of May, 2015, at a meeting duly called and held.

WITNESSES:

Kelly VanMarter

Ronald A. Akers.

TOWNSHIP OF GENOA:

By: GARY T. McCIRIRIE
Its: SUPERVISOR

By: Paulette A. Skolarus
Its: Clerk

STATE OF MICHIGAN)
) SS:
COUNTY OF LIVINGSTON)

The foregoing instrument was acknowledged before me the 18th day of June, 2015, by GARY T. McCRIRIE, who was duly authorized by the Genoa Township Board to sign this Amendment on behalf of Genoa Township and who acknowledged the same to be his/her free act and deed.

Notary Public, Kelly VanMarter
Livingston County, MI
My Commission expires: 3/8/2020
Acting in Livingston County, MI

STATE OF MICHIGAN)
) SS:
COUNTY OF LIVINGSTON)

The foregoing instrument was acknowledged before me the 18th day of June, 2015, by Paulette A. Skolarus, who was duly authorized by the Genoa Township Board to sign this Amendment on behalf of Genoa Township and who acknowledged the same to be his/her free act and deed.

Notary Public, Kelly VanMarter
Livingston County, MI
My Commission expires: 3/8/2020
ACTING IN LIVINGSTON COUNTY, MICHIGAN

EXHIBITS

Exhibit A	Legal Description of Red Olive Parcel
Exhibit B	Depiction of Lot #4A and Lot #4B
Exhibit C	Township Identification Sign
Exhibit D	Depiction of Pylon Sign

EXHIBIT A

LEGAL DESCRIPTION OF RED OLIVE PARCEL

PARCEL NO. 2:

Part of the Southeast ¼ of Section 5, T2N, R5E, Genoa Township, Livingston County, Michigan, described as follows: Commencing at the Southeast corner of said Section 5; thence North 02 degrees 11' 26" East 548.49 feet along the East line of said Section and the centerline of Latson Road; thence North 60 degrees 51' 00" West 982.34 feet along the centerline of Grand River Avenue to the Point of Beginning; thence South 01 degree 29' 10" West 456.45 feet; thence North 60 degrees 51' 00" West 120.00 feet; thence North 01 degree 29' 10" East 456.45 feet; thence South 60 degrees 51' 00" East 120.00 feet along said centerline of Grand River Avenue to the Point of Beginning.

EASEMENT PARCEL:

Together with an easement for ingress and egress over a 50 foot wide strip of land being more particularly described as follows: Commencing at the Southeast corner of Section 5, T2N, R5E, Genoa Township, Livingston County, Michigan; thence North 02 degrees 11' 26" East 548.49 feet along the East line of said Section and the centerline of Latson Road; thence North 60 degrees 51' 00" West 925.89 feet along the centerline of Grand River Avenue to the Point of Beginning; thence South 01 degree 29' 10" West 173.79 feet; thence North 88 degrees 30' 50" West 50.00 feet; thence North 01 degree 29' 10" East 200.00 feet; thence South 60 degrees 51' 00" East 56.45 feet along said centerline of Grand River Avenue to the Point of Beginning.

Commonly known as: 3838 E. Grand River
Tax No. 11-05-400-025

EXHIBIT B

DEPICTION OF LOT #4A AND LOT #4B

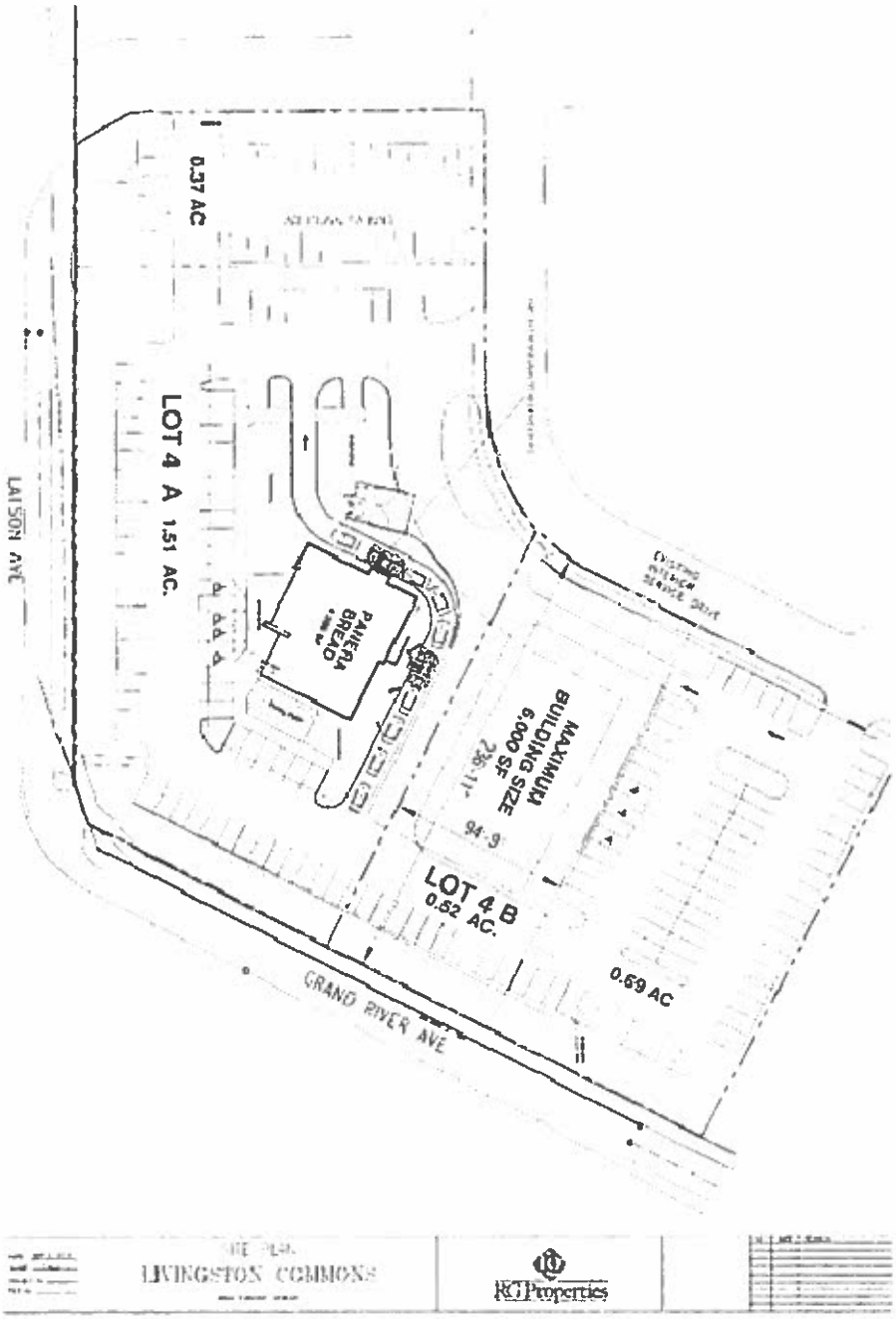


EXHIBIT C

TOWNSHIP IDENTIFICATION SIGN

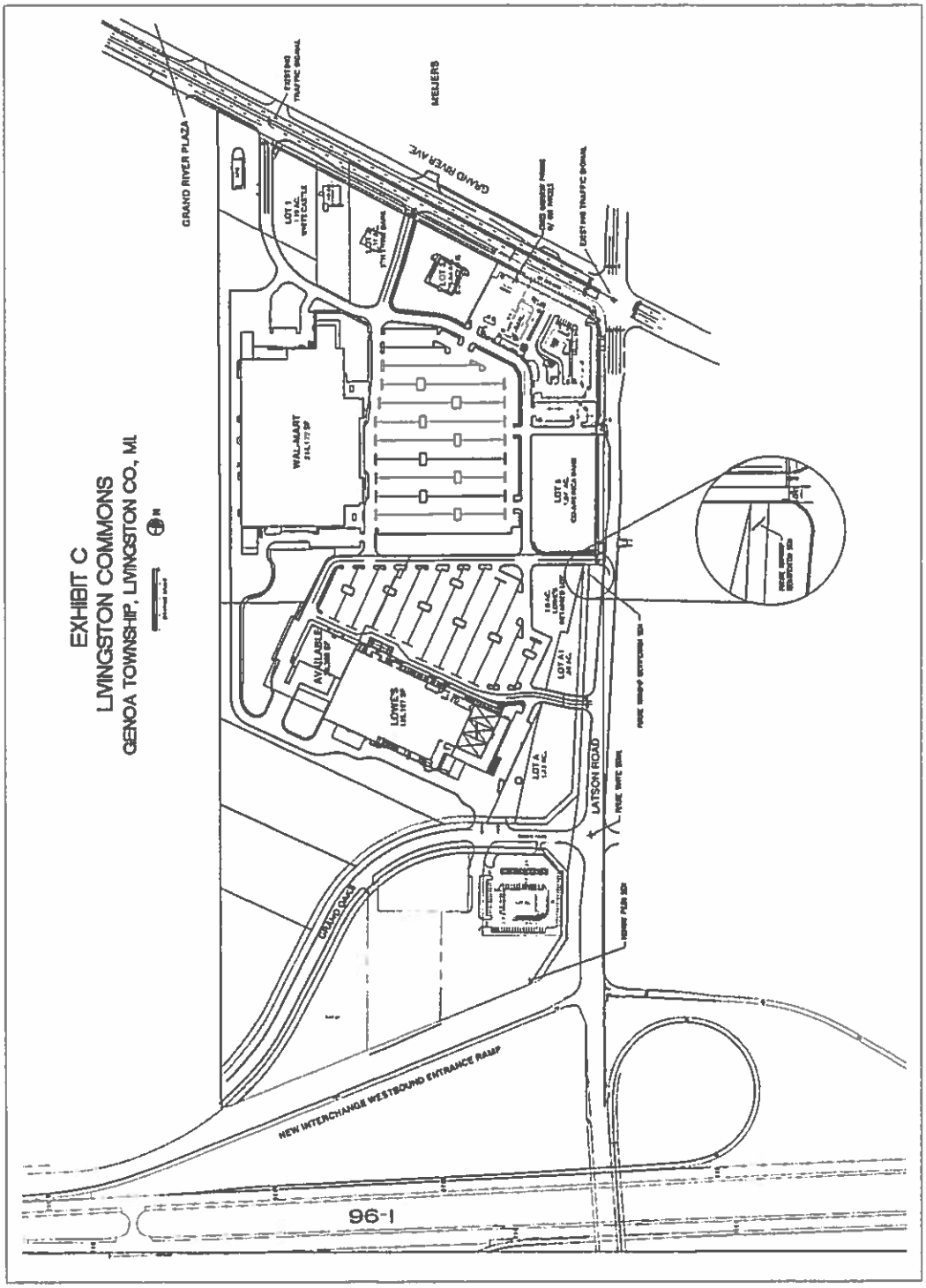
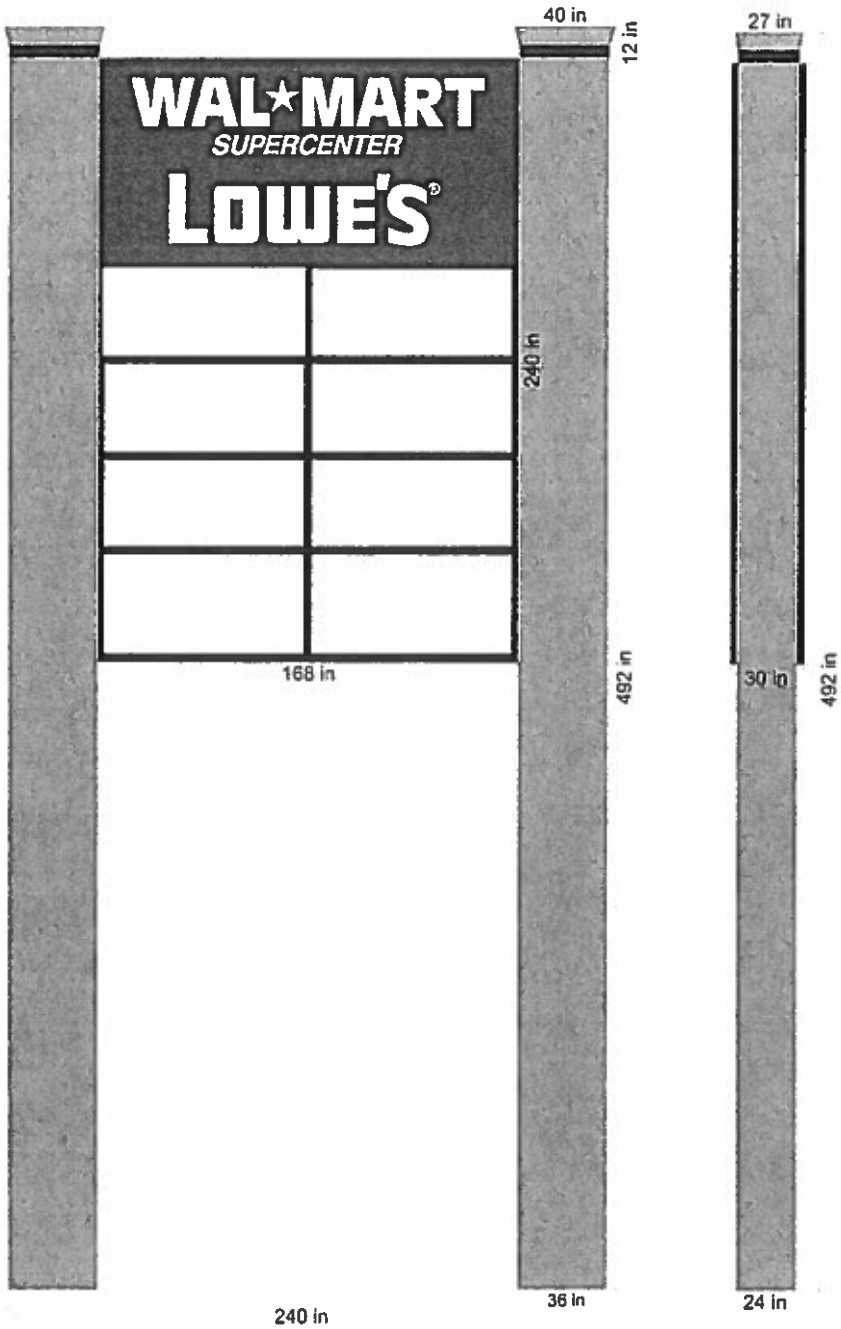


EXHIBIT D

DEPICTION OF PYLON SIGN



SGN THE SIGN GROUP INC. ©2015 5370 WEST 84TH STREET INDIANAPOLIS, IN 46268. PH: (317)875-6969 FAX:(317)875-6644	SIGNATURE FOR APPROVAL SALESMAN: _____ DATE: _____ CLIENT: _____ DATE: _____	NOTICE: ALL ARTWORK AND DESIGN IS PROPERTY OF THE SIGN GROUP INC. ANY REPRODUCTION IS STRICTLY PROHIBITED, UNLESS AUTHORIZED BY THE SIGN GROUP. TP-1-22-15-730 c1 LIVINGSTON COMMONS

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08/20/2009 10:44:45AM
SALLY REYNOLDS
REGISTER OF DEEDS
LIVINGSTON COUNTY, MI 48843
RECORDING: 112.00
REMON: 4.00
PAGES: 35

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PLANNED UNIT DEVELOPMENT AGREEMENT FOR PHASE II LAND

COVER PAGE

08-20-09 10:34 RCVD

Prepared By and After Recording
Return To:

Glenn C. Gunlock
RG Properties, Inc.
8163 Old Yankee Road, Suite B
Dayton, Ohio 45458

STATE OF MICHIGAN
COUNTY OF LIVINGSTON
GENOA CHARTER TOWNSHIP

PLANNED UNIT DEVELOPMENT AGREEMENT FOR PHASE II LAND

THIS PLANNED UNIT DEVELOPMENT AGREEMENT is made and entered into on this 17th day of AUGUST, 2009, by **RLG Howell Ltd, a Michigan Limited Liability Company and GCG Howell Ltd, a Michigan Limited Liability Company**, 8163 Old Yankee Road, Dayton, Ohio 45458 (referred to as "Owner"), and the **GENOA CHARTER TOWNSHIP**, a Michigan municipal corporation, 2911 Dorr Road, Brighton, Michigan 48116 (referred to as "Township").

RECITATIONS:

The Owner possesses fee title to certain real property situated in the Genoa Charter Township, County of Livingston, and State of Michigan, more particularly described on attached Exhibit A (referred to as the "Property".

The State of Michigan and the Livingston County Road Commission have been developing plans to construct a new full-service interchange with Latson/Nixon Road at the southern edge of the Property. The Township believes that this is in the best interest of the Township and the County. The public investment will significantly enhance access to the Property from the south and enhance the future desirability and value for certain types of development. Recognizing the potential future uses of this Property in the event that the Interchange is constructed in the future, the Township has amended the Master Plan for the Property.

The Owner does have a site specific development plan for a portion of the Property and that project has been built. It is open and on even date hereof is known as Livingston Commons Shopping Center and is generally depicted on Exhibit B as "Phase I". The original Planned Unit Development Agreement recorded in Liber 2609, page 0205 of the Livingston County records for all Phase I land applies to the Phase II Land unless specifically modified herein.

The Township Planning Commission and Township Board, in strict compliance with the Township Zoning Ordinance and with Act 110 of the Public Acts of 2006, as amended, reclassified the Property as Non-Residential Planned Unit Development District, finding that such classification properly achieved the purposes of Article 10 of the Genoa Township Zoning Ordinance (as amended), 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 employment. Further, the Township

Livingston County Register of Deeds. 2009R-023916

Planning Commission and Township Board find the Non-Residential Planned Unit Development District and the PUD Plan are consistent with the adopted Corridor Plan and Master Plan.

The Township has found and concluded that the uses and future development plans for Phase II lands and conditions shown on the approved PUD Concept Plan, attached as Exhibit 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 the 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 Phase II land by Owner's, successors, assigns and transferees.

1.3 The PUD Concept Plan, attached as Exhibit B, or as Exhibit B-1 (B-1), as the case may be, 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 Phase II land. All formal actions necessary or expedient to carry out this Agreement shall be taken by the parties without undue delay. Provided Grand Oaks is constructed to County standard at three (3) lanes wide, the only Owner funded road improvement may be acceleration or deceleration lane(s) as described and defined herein.

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 Owner. Changes to the PUD Concept Plan or PUD Agreement will be processed as outlined in the Ordinance.

1.5 The PUD Plan identifies the location and configuration of the authorized land uses that may be developed on the Property, except as noted in 1.3 above.

A. All uses authorized as permitted or as may be authorized by special land use are defined on Exhibit C.

B. The Owner shall be permitted 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. 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 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.

1.6 The Parties to this agreement acknowledge and agree that the PUD Concept Plan attached as Exhibit B contemplates certain property exchanges between the Owner of the Phase II Land and the owner of the Lowe's property. The Parties further acknowledge and agree that, in the event such "swaps" do not take place, the PUD Concept Plan necessarily must be different than that depicted on Exhibit B. In such instance, the alternate plan attached as Exhibit B-1 shall supersede Exhibit B. Such action was approved by the Genoa Township Planning Commission to be handled administratively, by the Genoa Township Staff. The Parties agree to document such change, if necessitated, in writing at a later date, but prior to use of the Exhibit B-1 plan for the development of Lot A or Lot 1A depicted thereon.

1.7 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 successors, assigns and transferees of the parties to this Agreement.

1.8 The Conceptual PUD Site Plan submitted concurrently with this Agreement shall expire two (2) years from the completion of the interchange at Latson and I-96, rather than two (2) years from the plan's approval.

ARTICLE II. LAND USE AUTHORIZATION

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

RCD Regional Commercial District

and as further modified on Exhibit C Phase II of the PUD shall include a variety of uses permitted within the Regional Commercial District (RCD) including those uses listed in Exhibit C.

2.2 No construction shall be permitted until Owner has received final site plan approval in accordance with Genoa Township ordinances. 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 its successors and assigns. Provided however, the PUD Concept Plan attached as Exhibit B-1 is also approved as described herein. Notwithstanding the above, the Freestanding Signs described in Section 7.2 and shown on Exhibit E may be constructed after final execution of this Agreement by the Owner and the Township.

2.3 If a use authorized under Exhibit C as a special land use is proposed on the Property, such use must be applied for and authorized as provided in the Zoning Ordinance. This shall include outdoor sales. Further storage or staging of materials shall be limited to those areas designated on the final site plan, which areas shall be striped and signed for clear identification. No storage of trucks, trailers or similar delivery vehicles or containers shall be stored on site for more than twenty-four (24) hours unless they are being actively loaded or unloaded.

2.4 Intentionally Omitted

2.5 A minimum 10% of the site shall be open space as defined in the Zoning Ordinance in the Zone 1 area and 15% in the Zone 2 and Zone 3 area. Such open space shall be dispersed throughout the site. Open space is defined as undisturbed areas of key natural features, detention ponds, landscaped areas or plazas. Detention areas shall comprise no more than 50% of the required open space.

2.7 Notwithstanding the current code, the principal structure and parking lot must be set back in accordance with Exhibit B, including restaurants with drive through facilities. There shall be no prohibition against multiple drive through restaurants or automobile service station except as detailed on Exhibit C. Further, although only one individually dedicated curb cut per lot is permitted, additional access points are permitted if shared by adjacent users. Notwithstanding restrictions noted in section 7.02.02(k), as long as the underground tanks for gas stations are double walled and MDEQ requirements distance from wells, churches and schools will not be considered.

2.8 The dimensional standards in Section 7.03 for the Regional Commercial District to read as follows:

Livingston County Register of Deeds. 2009R-023916

	Zone 1	Zone 2	Zone 3
Minimum lot area	1 Acre*	1 Acre	1 Acre
Minimum lot width	120 feet	120 feet	175 feet
Front Yard	10 feet	20 feet	50 feet
Side Yard	10 feet	10 feet	20 feet
Rear Yard	5 feet	20 feet	20 feet
Parking Lot	10 feet 5 feet side and rear	20 feet 10 feet side and rear	20 feet 10 feet side and rear

	Zone 1	Zone 2	Zone 3
Max lot coverage	50% building, 90% impervious	35% building 85% impervious	35% building 85% impervious
Maximum height	75 feet, 5 stories	75 feet, 5 stories	75 feet, 5 stories

* Except Lot A1 in the case of Exhibit B, or Lot 1A in the case of Exhibit B-1, which may be as small as 0.60 acres

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.

3.2 Off-Site Improvements in Public Right of Way.

Provided Grand Oaks is constructed at a County standard three (3) lane road section, no Off-Site road improvements shall be required of the Owner or occupants for the development of the Phase II property; provided, however, Owner may be required to construct acceleration or deceleration lanes as deemed necessary by sub-paragraph A below.

A. No developer or occupant sponsored traffic impact study shall be required except, at the discretion of the Township, the Owner/occupant of an individual lot may be required to perform a limited traffic study which would determine the need for and the length of an acceleration, deceleration or right turn lane based upon speed limits and background traffic.

B. Access shall be limited, to the lots through entrances along the relocated Grand Oaks. No direct access will be permitted to any Phase II lots from

Latson Road if the interchange and Grand Oaks are built as shown, with the possible exception of Lot B at the discretion of the Township.

C. Main access points shall be spaced from existing signalized intersections to ensure sound traffic operations. The site design shall direct traffic flow to use the main access points.

D. Interior drives shall provide circulation between the various uses, where feasible and appropriate as determined by the Township.

E. Stacking or queuing depth at site access points shall be sufficient to accommodate expected peak hour volumes to minimize conflict with inbound or internal circulation as determined by the traffic study required by 3.2A above.

F. Additional right-of-way shall be provided as agreed to separately by the Owner and the Michigan Department of Transportation and/or the Livingston County Road Commission.

G. A pedestrian walkway will be constructed along the north side of Grand Oaks and the west side of Latson as each lot develops by the party developing such lot. Such walkway will be eight feet (8') wide and built to Township standards. In addition, if MDOT constructs a pedestrian walkway as part of the bridge over I-96 and connects the walkway to the southeast corner of Lot B, the lot owner of Lot B shall construct a walkway from that corner to the relocated Grand Oaks.

H Intentionally Omitted

I. Intentionally Omitted

J. Intentionally Omitted

K. In Phase I, the northern access point to Latson Road between lots four and five shall have limited movements. Initially, it was constructed as a "right-in only" drive for southbound traffic. If the interchange is constructed in the future as contemplated by this Agreement, the access point may be expanded to allow both "right-in" and "right-out" turning movements. This area is actually part of the Phase I Property.

L. Intentionally Omitted

M. If the PUD Concept Plan depicted on Exhibit B-1 is utilized in the development of the property, access to Grand Oaks will be limited to a right in/right out access point and no access to Grand Oaks from the Lowe's lot will be permitted.

ARTICLE IV. INTERNAL ROAD NETWORK

4.1 Access shall be established between Phase I and Phase II as shown on Exhibit B

ARTICLE V. DRAINAGE

5.1 The system of drainage on the Phase II Property is planned currently to be constructed by MDOT as part of the Interchange project. So long as the total discharge does not exceed the rates described on Exhibit F and MDOT agrees to provide storm water management for such water rates and flows, the Township will agree to waive on-site storm water management requirements. The on-site drainage conveyance system will be built by Owner or its assigns. In the event MDOT does not provide detention as planned Owner is required to meet the Township's drainage requirement on the Phase II land.

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 in Phase I area adjacent to Latson Road required for the Original PUD can be eliminated.

A pedestrian network shall be constructed on the north side of Grand Oaks and the west side of Latson, as each lot develops per Township standards, in accordance with Article III, 3.2, G.

6.3 Development shall be undertaken with underground electrical service to the buildings on the Property. Public utility lines in existing or future easements shall be permitted overhead so long as the buildings are serviced from underground.

6.4 The following site elements shall be provided:

A. Site design and landscaping shall diminish the prominence of parking lots as viewed from public streets.

B. A Township entranceway landmark shall be provided near the intersection of the expressway ramp. A rendering is attached as Exhibit D. The flag and pole, lighting and landscaping shall be maintained by the Township. A sample maintenance agreement is attached as Exhibit H.

C. Extensive greenways and tree-lined drives shall be within parking lots and throughout the site to improve traffic operations and views, with particular emphasis on the Zone 1 lands.

D. One parking lot tree shall be provided for each 2,000 square feet of paved parking, excluding aisles, public service areas, non-service driveways and drives. All landscaping shall include all required landscaping pursuant to section 12.02.04

E. Ornamental lighting shall be provided along Latson Road right of ways consistent with other recent developments at the same intersection.

F. Ongoing maintenance and repair or replacement of site design elements, such as common landscaping, lighting, joint freestanding signage shall be maintained by either the developer, or a lot owner, or association.

G. The parking lot configuration, sizes and quantities of stalls, shall be accepted as shown on a final site plan as approved by the Township.

ARTICLE VII. DESIGN OF BUILDING 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 Genoa Township Zoning Ordinance, 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. Buildings shall utilize high quality architecture with variable building lines, peaked roofs and architectural accents. Brick facades or tilt up panels with brick shaped forms or other natural materials (i.e., brick, stone, etc.) shall be used for certain building faces.

Other materials may be used for architectural accents provided such materials shall have the appearance of cut or cast stone or stucco. Out parcel buildings shall treat all wall surfaces with at least eighty percent (80%) natural materials.

7.2 Signage: Freestanding signs for individual lots within the Phase II PUD shall be ground mounted (monument) signs. No pole signs shall be permitted. All freestanding signs shall have a base constructed of materials that coordinate and are not inconsistent with the building, and other signs within the PUD. In addition, there shall be permitted two highway signs, such signs shall be a

maximum of 200 square feet each, shall not exceed thirty (30) feet in height and shall be permitted to advertise users in both Phase I and Phase II of the project with designs (but not necessarily content) as shown on Exhibit E. Each individual lot within the PUD shall be limited to monument signs no taller than 6 feet and no larger than 72 square feet in area. All wall signs shall have channel lettering or individual letters (not panels). All freestanding lighted signs shall be internally lit. Additional wall, highway 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. All ornamental lighting shall be of the same style as Phase 1.

ARTICLE VIII. UTILITIES

8.1 All of the Property is located within the water special assessment district. Each commercial and residential parcel/use must connect to the community water system. A minimum twelve inch (12") water line will be constructed by Owner to connect an existing 12" water main on Fendt Road and Grand Oaks to the west and to the Phase I water line to the north. Final design plans will be required to determine the specific lay-out of the water main.

8.2 All buildings constructed on the Property shall, as developed, be connected to and served by public sanitary sewer. Owner shall be responsible for the construction of the on-site sanitary sewer collection system and final design plans will be required. The Township represents that there has been reserved for owner adequate municipal wastewater treatment capacity to service the approved use of the Phase II Property, and the adequacy of wastewater treatment capacity shall not limit the type of use or density of the development based upon the Concept Plan attached hereto. Owner acknowledges that the final design and location of the sanitary outlet may not have been determined. The Township acknowledges and agrees that no additional costs or assessments shall be levied against the Phase II Property or any of its owners to establish or relocate this outlet.

8.3 Fees, charges and costs for utilities shall be as set forth on attached Schedule G, 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 Reference in this Agreement to activities by the Owner in relation to development is intended to include Owner's transferees and assigns unless context dictates to the contrary.

9.3 In the event of any direct conflict between the specific 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. Each site shall superimpose the approved plan of development upon the overall PUD plan to clearly illustrate the final development plan for each portion of the Property. The Developer shall provide an overall site plan which incorporates general site plan for detail of all of the site plans upon completion of the entire development.

APPROVED by Owner on this 17th day of August, 2009.
(PSS)

WITNESSES:
AS TO BOTH:

OWNER:

RLG Howell, Ltd, a Michigan
Limited Liability company

Randall L. Gunlock (PSS)

GCG Howell Ltd., a Michigan
Limited Liability company

Glenn C. Gunlock (PSS)

STATE OF OHIO)
) SS:
COUNTY OF MONTGOMERY)

On this 3rd day of August, 2009, before me, a notary public in and for Montgomery County, personally appeared RANDALL L. GUNLOCK, managing member of RLG Howell Ltd, a Michigan Limited Liability company to me known to be the persons described in and who executed the Planned Unit Development Agreement, set forth above, and who acknowledged the same to be his free act and deed.

Notary Public

Jennifer D Shields, Notary Public
In and for the State of Ohio
My Commission Expires 4-21-10

STATE OF OHIO)
) SS:
COUNTY OF MONTGOMERY)

On this 3rd day of August, 2009, before me, a notary public in and for Montgomery County, personally appeared GLENN C. GUNLOCK, managing member of GCG Howell Ltd, a Michigan Limited Liability company to me known to be the persons described in and who executed the Planned Unit Development Agreement, set forth above, and who acknowledged the same to be his free act and deed.

Notary Public

Jennifer D Shields, Notary Public
In and for the State of Ohio
My Commission Expires 4-21-10

APPROVED by the Township Board for the Township of Genoa on the 6th day of APRIL, 2009, at a meeting duly called and held.

WITNESSES:

KELLY VANMARTER

AMY RUTHIG

TOWNSHIP OF GENOA:

By: PAULETTE A. SKOLARUS

By: GARY T. McCRIRIE

STATE OF MICHIGAN)
) SS:
COUNTY LIVINGSTON)

On this 17th day of AUGUST, 2009, before me, a notary public in and for Livingston County, personally appeared GARY T. 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 Planned Unit Development Agreement on behalf of Genoa Township and who acknowledged the same to be their free act and deed.

Notary Public KELLY VANMARTER
COMMISSION EXPIRES: 3/8/13
Co. of Livingston (PSS)

EXHIBIT LIST

Exhibit A	Legal Description
Exhibit B	PUD Concept Plan
Exhibit B-1	Alternate PUD Concept Plan
Exhibit C	Schedule of Permitted Uses
Exhibit D	Rendering of Entranceway Landmark
Exhibit E	Rendering of Highway Signs
Exhibit F	Stormwater Drainage Calculations
Exhibit G	Connection Fee Charges
Exhibit H	Sample Maintenance Agreement

Exhibit A

LEGAL DESCRIPTION
PHASE 2

11-08-200-009

Parcel of land situated in the Township of Genoa, County of Livingston, State of Michigan, described as follows:

Commencing at the Northeast corner of Section 8, Town 2 North, Range 5 East;

Thence South 87 degrees 37 minutes 12 seconds West, along the North line of said section, 60.02 feet to a point on the westerly right-of-way line of Latson Road;
Thence South 01 degrees 25 minutes 15 seconds East, along said right-of-way line, 142.85 feet; to the Point of Beginning;

Thence South 01 degrees 25 minutes 15 seconds East, 179.22 feet;
Thence North 88 degrees 34 minutes 35 seconds East, 27.00 feet;
Thence South 01 degrees 25 minutes 15 seconds East, 1,785.77 feet;
Thence South 38 degrees 57 minutes 56 seconds West, 79.13 feet;
Thence South 85 degrees 52 minutes 22 seconds West, 1,205.34 feet;
Thence North 01 degrees 27 minutes 28 seconds West, 1,404.16 feet;
Thence South 66 degrees 33 minutes 32 seconds East, 785.43 feet;
Thence North 88 degrees 26 minutes 59 seconds East, 251.53 feet;
Thence North 10 degrees 46 minutes 30 seconds East, 310.32 feet;
Thence North 13 degrees 20 minutes 07 seconds East, 332.05 feet;
Thence South 78 degrees 39 minutes 26 seconds East, 22.50 feet;
Thence North 11 degrees 34 minutes 25 seconds East, 413.23 feet; to the Point of Beginning.

Said parcel contains 36.09 acres, more or less.

G:\RG Property Files\Livingston Commons\Dev-Con\Legal Description for Phase 2.doc

Livingston County Register of Deeds. 2009R-023916

APPLICANT NAME:

RLG Howell Ltd. and GCG Howell Ltd.

Name of Development:

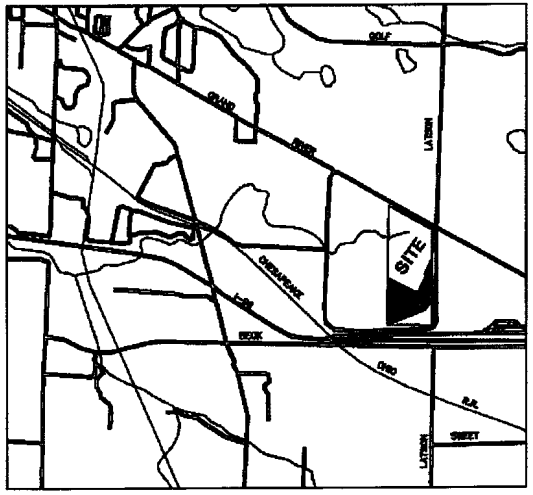
LIVINGSTON COMMONS

GENOA TOWNSHIP, LIVINGSTON CO., MI.

PREPARER'S NAME:

Stanford R. Joseph, AIA Architect

VICINITY MAP



NORTH

LOCATION MAP
NO SCALE

RG Properties
8163 OLD YANKEE ROAD, SUITE B
DAYTON, OHIO 45458
TEL 937/434-7218
FAX 937/434-0824

STANFORD R. JOSEPH, AIA, ARCHITECT

1

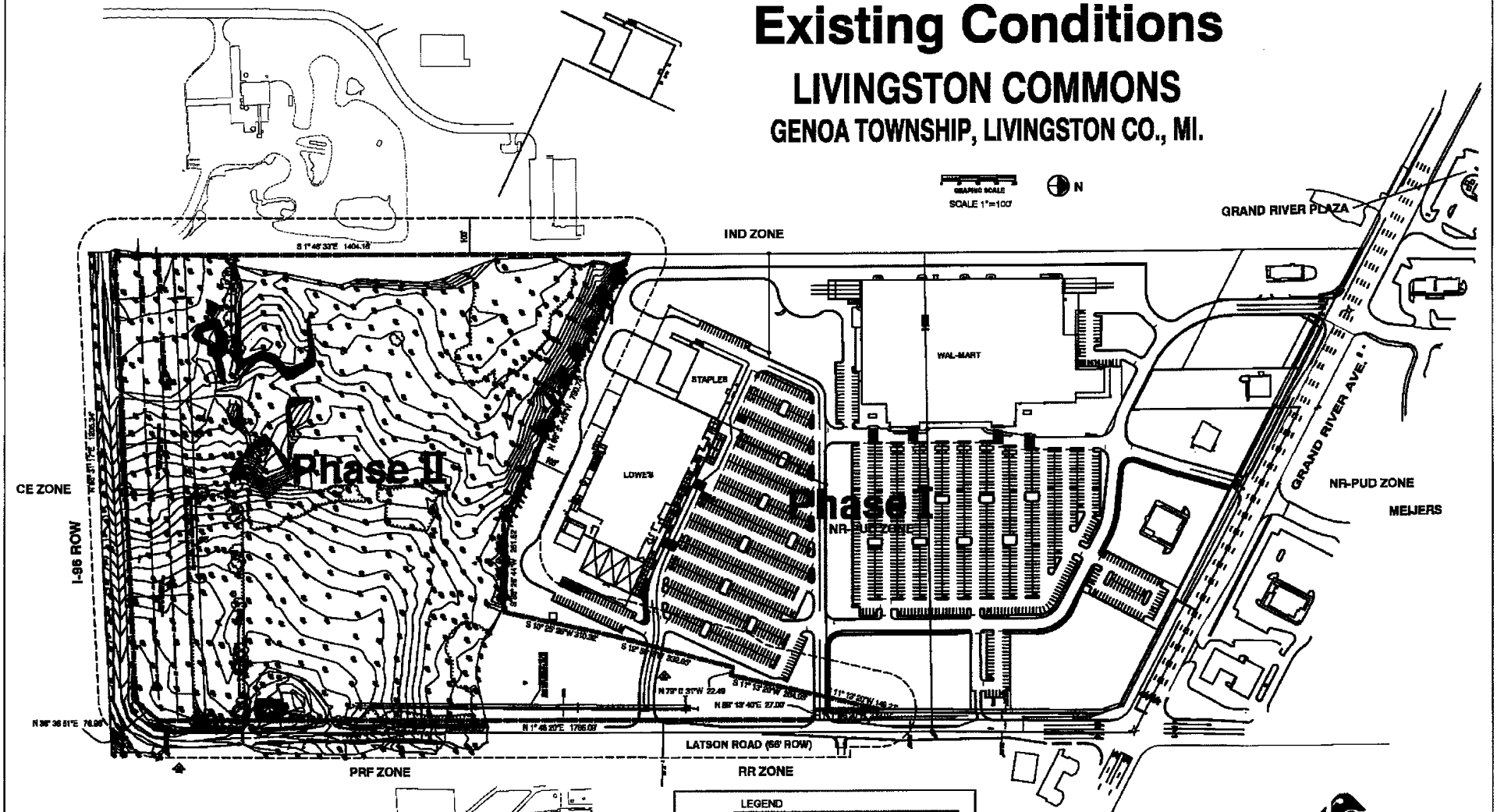
Exhibit B

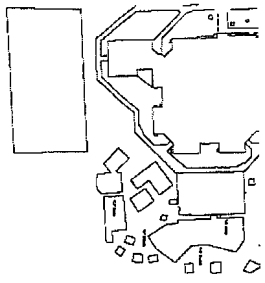
Livingston County Register of Deeds. 2009R-023916

Existing Conditions

LIVINGSTON COMMONS

GENOA TOWNSHIP, LIVINGSTON CO., MI.





LEGEND

RG Properties
8163 OLD YANKEE ROAD, SUITE B
DAYTON, OHIO 45458
TEL 937/434-7218
FAX 937/434-0824

STANFORD R. JOSEPH, AIA, ARCHITECT

2

Livingston County Register of Deeds. 2009R-023916

Conceptual PUD Site Plan

LIVINGSTON COMMONS

GENOA TOWNSHIP, LIVINGSTON CO., MI.

N

GRAPHIC SCALE
SCALE 1"=100'

I-96

GRAND RIVER PLAZA

EXISTING TRAFFIC SIGNAL

GRAND RIVER AVE.

MEIJERS

LATSON ROAD

GRAND OAKS

JOINT PYLON SIGN #1

JOINT PYLON SIGN #2

ZONE 3

LOT G
2.33 AC.
MOTEL

LOT H
2.29 AC.
MOTEL

LOT F
3.02 AC.
MOTEL

LOT I
2.84 AC.
MOTEL

Phase II

LOT D
1.69 AC.

LOT E
2.56 AC.
RESTAURANT/ MOTEL

LOT C
1.40 AC.
RESTAURANT

(12.482 AC.)

ZONE 2

LOT B
1.48 AC.
SERVICE STATION

LOT A
1.93 AC.
SERVICE STATION

ZONE 1

LOWE'S
135,197 SF

STAPLES
20,368 SF

Phase I

WAL-MART
214,172 SF

LOT 1
1.18 AC.
WHITE CASTLE

LOT 2
1.17 AC.
5TH THIRD BANK

LOT 3
1.44 AC.

LOT 4
2 AC.
BENNIGAN'S

LOT 5
1.87 AC.
CO-AMERICA BANK

LOT B1
.99 AC.
.334 AC. TO LOWE'S

1.8 AC.
LOWE'S
RETAINED LOT

EXPAND CURB CUT TO ALLOW BOTH RIGHT IN AND RIGHT OUT MOVEMENTS

EXISTING TRAFFIC SIGNAL

RG Properties

8163 OLD YANKEE ROAD, SUITE B
DAYTON, OHIO 45458
TEL 937/434-7218
FAX 937/434-0824

THE DEVELOPER WILL INSTALL A 12" WATER LINE TO CONNECT THE EXISTING WATER LINE AT RENDT ROAD WITH THE LINE BEHIND LOWE'S TO CREATE A LOOP.

THE SANITARY SEWER SYSTEM WILL BE DESIGNED AFTER THE TOWNSHIP HAS DETERMINED THE OUTLET FOR THE FLOWS FROM THE PHASE II PROJECT.

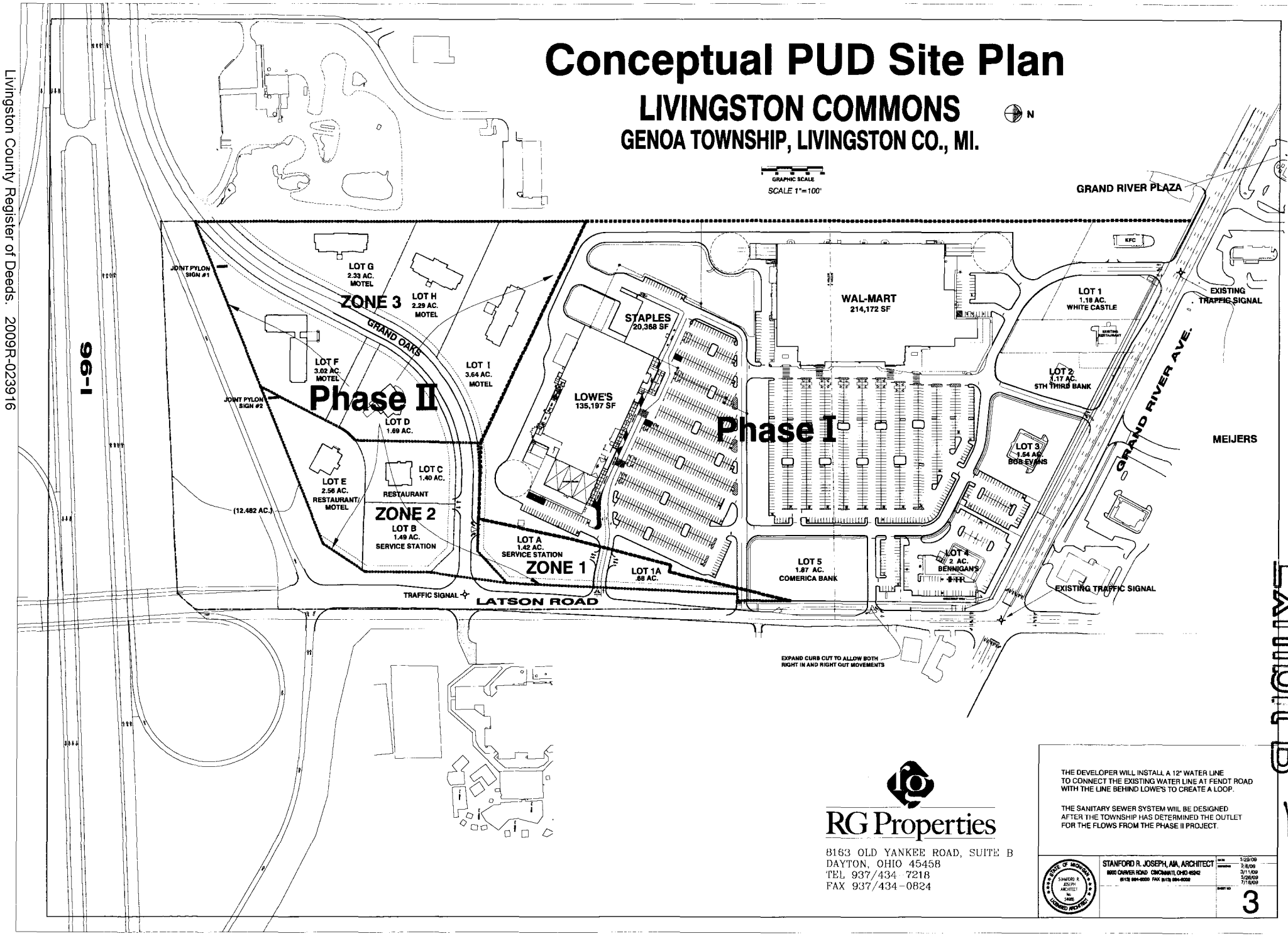
STANFORD R. JOSEPH, AIA, ARCHITECT

3

Conceptual PUD Site Plan

LIVINGSTON COMMONS

GENOA TOWNSHIP, LIVINGSTON CO., MI.



RG Properties

8163 OLD YANKEE ROAD, SUITE B
DAYTON, OHIO 45458
TEL 937/434-7218
FAX 937/434-0824

THE DEVELOPER WILL INSTALL A 12" WATER LINE TO CONNECT THE EXISTING WATER LINE AT FENDT ROAD WITH THE LINE BEHIND LOWE'S TO CREATE A LOOP.

THE SANITARY SEWER SYSTEM WIIL BE DESIGNED AFTER THE TOWNSHIP HAS DETERMINED THE OUTLET FOR THE FLOWS FROM THE PHASE II PROJECT.

STANFORD R. JOSEPH, AIA, ARCHITECT
8900 CARVER ROAD CINCINNATI, OHIO 45242
(513) 984-6000 FAX (513) 984-6002

DATE	1/29/09
REVISIONS	2/6/09
	3/11/09
	5/26/09
	7/16/09
SHEET NO.	3

PLOT AT 1"=100 30 x 42

Exhibit B-1

Livingston County Register of Deeds. 2009R-023916

Exhibit C

Exhibit C Schedule of Commercial Uses				
		LIVINGSTON COMMONS PHASE 2 PUD AMENDMENT	RCD	Req.
Retail Uses				
Retail establishments and shopping centers 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, seafood; dairy products, beverages appliances, electronics, furniture, and home furnishings, apparel, jewelry, art, pharmaceuticals, home improvement supplies, hardware, and garden supplies, sporting goods, bicycles, toys, hobby crafts, videos (rental, and sales), music, musical instruments, books, computer hardware and software, antiques, flower shops, greeting card shops, auto parts and similar establishments not specifically addressed elsewhere	Uses up to 15,000 square feet gross floor area	P Up to 20,000 sq. ft.	P	
	Uses 15,001 - 30,000 square feet of gross floor area	P 2 uses up to 40,000 sq. ft.	P	7.02.02(a)
	Uses 30,000 - 60,000 square feet of gross floor area	P 2 uses up to 40,000 sq. ft.	P	7.02.02(a)
	Uses over 60,000 square feet of gross floor area		S	7.02.02(a)
	Pharmacies with drive-up window	P, one only. Additional if Special Use Conditions are met.	S	7.02.02(b)
Automobile, motorcycle, boat and recreational vehicle sales, new and used		S	S	7.02.02(c)
Outdoor commercial display, sales or storage		S	S	7.02.02(d)
Service Uses				
Banquet halls, assembly halls, dance halls, private clubs, fraternal order halls, lodge halls or other similar places of assembly		P	P	
Business services such as mailing, copying, data processing and retail office supplies		P	P	
Child care centers, preschool and commercial day care		P	- -	7.02.02(e)
Conference Centers		P	P	7.02.02(f)
Funeral home or mortuary		- -	- -	7.02.02(g)
Bed and breakfast inns, 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/manger's family		P	P	
Hotels and motels with more than 25 rooms including accessory convention/meeting facilities and restaurants		P	P	
Kennels, commercial		- -	- -	7.02.02(h)
Laundromats		- -	- -	

Exhibit C Schedule of Commercial Uses				
		LIVINGSTON COMMONS PHASE 2 PUD AMENDMENT	RCD	Req.
Personal and business service establishments, performing services on the premises, including: dry cleaning drop-off stations (without on site processing), photographic studios, copy centers, mailing centers, data processing centers, dressmakers and tailors, shoe repair shops, tanning salons, beauty parlors, barber shops, and similar establishments		P	P	
Dry cleaning drop-off stations with drive-through service		P, one only. Additional if Special Use Conditions are met.	S	7.02.02(b)
Restaurants, taverns, bars, delicatessen, food carryout, and similar establishments serving food or beverages	Standard restaurants, except as provided below	P	P	
	Restaurants and bars serving alcoholic beverages	P	P	
	Bars providing dancing and live music	P	P	
	Restaurants with open front windows	P, one only. Additional if Special Use Conditions met.	S	7.02.02(i)
	Restaurants with outdoor seating	P	P	7.02.02(i)
	Drive-through restaurants	P, up to two. Additional if Special Use Conditions are met. 500' separation not required	S	7.02.02(j)
	Drive- in restaurants	S	S	7.02.02(j)
	Carry-out restaurants	P	P	
Studios of photographers and artists		P	P	
Tattoo parlors		P	P	
Tool and equipment rental, excluding vehicles		S	P	
Auto Service Uses				
Minor auto repair establishment		P	S	7.02.02(k)
Auto/gasoline service station		P, up to two. Additional if Special Use Conditions are met. 500' separation not required	S	7.02.02(k)
Automobile wash, automatic or self serve		P – w/conditions in PUD	S	7.02.02(l)
Leasing and rental of automobiles, trucks and trailers		- -	- -	
Truck Stops		--	S	
Office Service and Medical Uses				
Adult day care facilities		- -	- -	

Exhibit C Schedule of Commercial Uses				
		LIVINGSTON COMMONS PHASE 2 PUD AMENDMENT	RCD	Req.
Banks, credit unions, savings and loan establishments and similar financial institutions	With up to 3 drive-through teller windows	P	P	7.02.02(m)
	With more than 3 drive-through teller windows	P, one only with Up to 5 drive-through. Additional if Special Use Conditions are met.	S	7.02.02(m)
	Stand alone automatic drive-up teller machines	P, one only if a principal use. Additional if Special Use Conditions met.	S	
Hospitals		P	- -	7.02.02(n)
Offices of non-profit professional, civic, social, political and religious organizations		P	- -	
Medical urgent care facilities, medical centers and clinics		P	- -	
Medical offices of doctors, dentists, optometrists, chiropractors, psychiatrists, psychologists and similar or allied professions, excluding clinics, and urgent care centers	Buildings up to 15,000 square feet of gross floor area	P	P	
	Buildings over 15,000 square feet of gross floor area	P	P	
Offices of lawyers, engineers, architects, insurance, and real estate agents, financial consultants, and brokers, advertising offices, accounting, and bookkeeping services, clerical, and stenographic services, sales offices, other types of executive, or administrative offices and similar or allied professions	Buildings up to 15,000 square feet of gross floor area	P	P	
	Buildings between 15,000 and 55,000 square feet of gross floor area	P	P	
	Buildings over 55,000 square feet of gross floor area	P	P	
Veterinary clinics, veterinary hospitals and related offices		- -	- -	7.02.02(o)
Recreation				
Carnivals, fairs, commercial cider mills and amusement parks		- -	- -	7.02.02(p)
Leasing and rental of recreational equipment, including but not limited to boats, canoes, motor homes and jet skis, when accessory to a permitted use		- -	- -	
Marinas without boat storage or repair		- -	- -	
Motion picture theaters		P	P	
Public parks and open space		P	P	
Recreation (outdoor) commercial or private, recreation centers, including children's amusement parks, batting cages, and go-cart tracks		- -	S	7.02.02(q)

Exhibit C Schedule of Commercial Uses			
	LIVINGSTON COMMONS PHASE 2 PUD AMENDMENT	RCD	Req.
Miniature golf courses and driving ranges	S	S	7.02.02(r)
Recreation (indoor) such as bowling alleys, skating rinks, arcades, archery indoor golf or softball	S	S	7.02.02(s)
Health clubs, fitness centers, gyms and aerobic clubs	P	P	
Education			
Commercial schools and studios for teaching photography, art, music, theater, dance, martial arts, ballet, etc	P	P	
Elementary schools, junior and senior high schools and colleges	- -	- -	
Dormitories or student apartments accessory to a college	- -	- -	
Vocational and technical training facilities	P	P	
Public/Institutional			
Animal Shelters	- -		7.02.02(t)
Bus passenger stations	S	S	
Churches, temples and similar places of worship and related facilities	S, no facility shall occupy more than 4 acres of land		
Shelters and rehabilitation centers for philanthropic or non-profit institutions	- -	S	7.02.02(u)
Essential public services and structures, not including buildings and storage yards	S	P	
Essential public buildings	- -	- -	
Public/government buildings such as; township/state/county offices, public museums, libraries and community centers	S	- -	
Accessory Uses			
Accessory temporary outdoor sales and events	P	P	7.02.02(v)
Accessory drive-through service not listed above	P, one only. Additional if Special Use Conditions are met.	S	7.02.02(b)
Accessory uses, buildings and structures customarily incidental to any of the above	P	P	
Accessory fuel storage and use or storage of hazardous materials	S	S	13.07

Exhibit D

Livingston County Register of Deeds: 800

Exhibit E

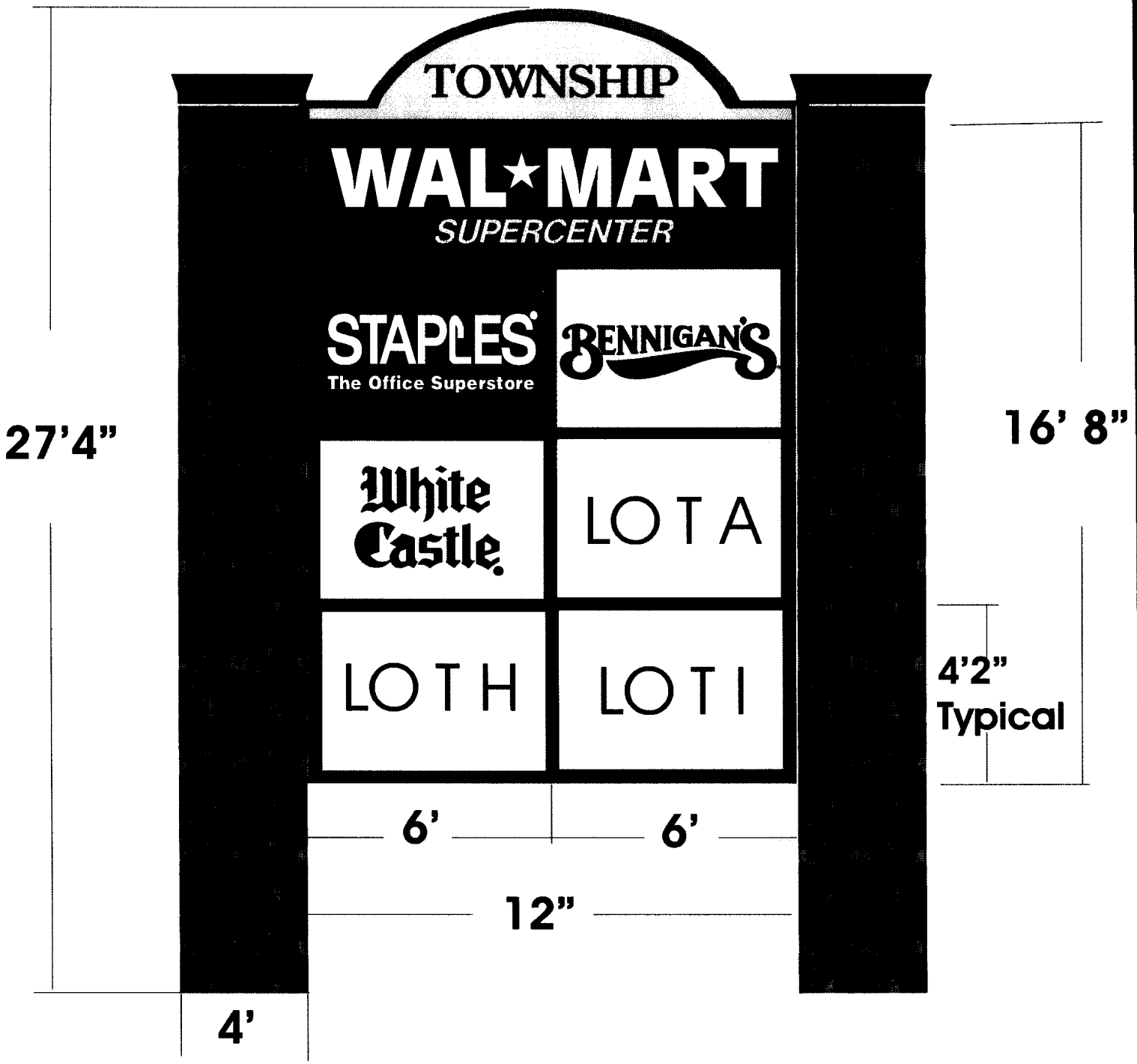

TOWNSHIP
WAL★MART
SUPERCENTER
STAPLES
The Office Superstore
BENNIGAN'S
White Castle
LOTA
LOTH
LOTI
27'4"
16' 8"
4'2"
Typical
6'
6'
12"
4'

Exhibit E

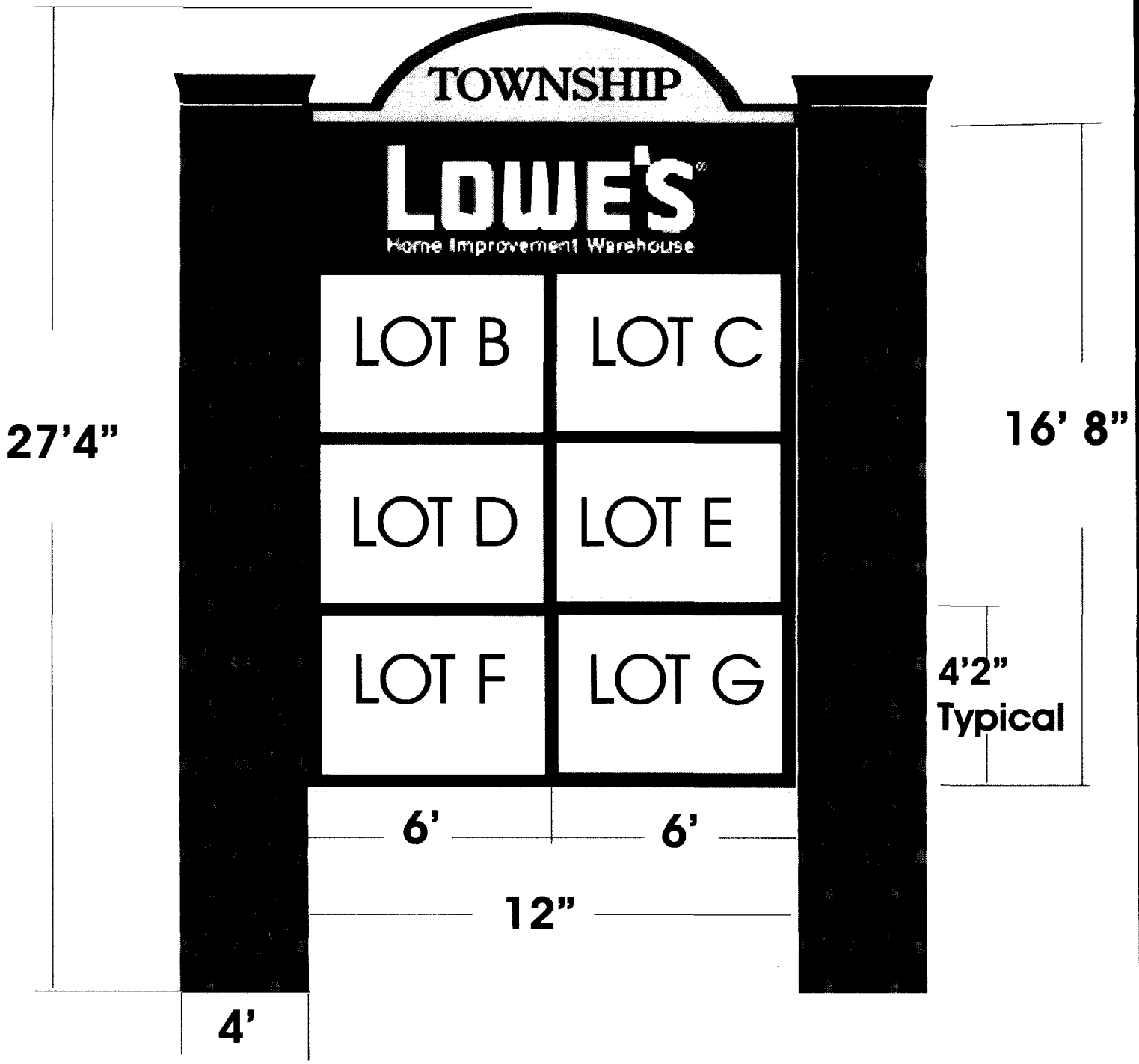

TOWNSHIP
LOWE'S
Home Improvement Warehouse
LOT B
LOT C
LOT D
LOT E
LOT F
LOT G
27'4"
16' 8"
4'2"
Typical
6'
6'
12"
4'

Exhibit F

ftc&h
engineers
scientists
architects
constructors

7402 Westshire Dr.
Suite 110
Lansing, MI
48917
ph: 517.627.1141
fax: 517.627.1433
www.ftch.com

December 4, 2008
Project No. G080578

Mr. Bo Gunlock
R.G. Properties
8163 Old Yankee Road
Suite B
Dayton, OH 45458

Re: Livingston Commons at Latson Road – Storm Drainage

Dear Mr. Gunlock:

As requested, Fishbeck, Thompson, Carr & Huber, Inc. (FTC&H) completed preliminary drainage calculations for the remaining undeveloped property adjacent to the proposed Latson Road/I-96 interchange.

The remaining 32 undeveloped acres of this site naturally drains to the southeast corner of the property. The proposed Michigan Department of Transportation (MDOT) ramp embankment will trap this natural watercourse. Of the remaining undeveloped 32 acres, approximately 10.1 acres is proposed MDOT right-of-way (ROW) and 3.1 acres is proposed for relocated Grand Oaks Road.

The storm drainage design for the MDOT project should take into account the runoff from the future developed site. FTC&H estimates an approximate unrestricted peak flow of 48 cubic feet per second (cfs) for a 10-year, 1-hour storm. A culvert to serve the development should be placed at an approximate invert of 1,003.0 feet, or deeper, to adequately serve the undeveloped parcel along the embankment north ROW line.

Enclosed for your reference is a detention calculation for the undeveloped portion of the site for a 100-year event indicating an approximate storage requirement of 4.8 acre-feet.

As the project design moves forward, FTC&H would be happy to assist RG Properties in evaluating further details of the project.

Sincerely,

FISHBECK, THOMPSON, CARR & HUBER, INC.

John R. LeFevre, P.E.

pmb
Enclosure (spreadsheet)
By e-mail

VOLUME CALCULATION FOR DETENTION BASIN

LIVINGSTON COUNTY DRAIN COMMISSIONER

2300 E. GRAND RIVER AVE., HOWELL, MICHIGAN 48843
(517) 546-0040

PROJECT INFORMATION

PROJECT: Livingston Commons Phase II (RG Properties)
PROJECT NO.: 80578
DATE: 11/12/2008
BY: SLF

CONSULTING ENGINEER

FISHBECK, THOMPSON, CARR, & HUBER, INC.
7402 WESTSHIRE DRIVE, SUITE 110
LANSING, MI 48917
(517) 627-1141

TRIBUTARY AREA (A) = 22 ACRES
COMPOUND RUNOFF COEFFICIENT C = 0.80
DESIGN CONSTANT (K1) = A * C = 17.6468
ALLOWABLE OUTFLOW RATE (Qo)* = 4.4 CFS

DURATION (MIN)	DURATION (SEC)	INTENSITY 100 YR STORM (IN/HR)	Col. #2 x Col. #3 (IN)	INFLOW VOL. $= Col.\#4 x K_1$ (Cu. Ft.)	OUTFLOW VOL. $= Col.\#2 x Q_o$ (Cu. Ft,)	STORAGE VOLUME Col. 5 - Col. 6 (Cu. Ft.)
5	300	9.17	2751	48546	1320	47226
10	600	7.86	4716	83222	2640	80582
15	900	6.88	6192	109269	3960	105309
20	1200	6.11	7332	129386	5280	124106
30	1800	5.00	9000	158821	7920	150901
60	3600	3.24	11664	205832	15840	189992
90	5400	2.39	12906	227750	23760	203990
120	7200	1.90	13680	241408	31680	209728
180	10800	1.34	14472	255384	47520	207864

Calculation cell based on data in Tab "Compound C"

NOTES: Figures in Columns (3) and (4) are valid where the intensity is computed by the formula I=(275/ t+25) (i.e., 100-yr. curve, appropriate revisions shall be made for geographical areas where this formula does not apply.

* Allowable outflow rate was calculated using Case 2 Qo= q x A where q = permissible discharge rate per acre of tributary area . (q = 0.20 cfs/acre)

Livingston County Register of Deeds. 2009R-023916

Exhibit G

Genoa Township

The following equivalent user factors will be used to assess tap-in fees. For purposes of this table, an equivalent user is defined as that quantity of wastewater discharged from an ordinary single family dwelling. The volume of wastewater generated by an equivalent user is defined in each sanitary sewer district. In computing charges for commercial, industrial, or multiple residences, the number of units for which charges are made shall be determined from the following equivalent user factors. Where square footage is used in the calculation of equivalent users, it shall mean the entire square footage inside the building. When the use of a building changes substantially the number of equivalent users for the new use, a supplemental tap-in fee will be assessed for the increased use.

Equivalent User Table

USER	UNIT FACTOR	
Auto Dealers	0.40	per 1,000 sq. ft.
Auto Repair/Collision – Body Shop	1.00	per shop plus 0.5 per 1,000 sq. ft.
Banks	0.25	per employee station
Banquet Hall	1.8	per 1,000 sq.ft.
Barber Shops	1.00	per shop plus 0.1 per chair after 2
Bars (including bars within restaurants)	4.00	per 1,000 sq. ft.
Beauty Shops	1.00	per shop plus 0.15 per booth
Bed & Breakfast Establishments	1.0	per building plus 0.2 per guest room
Boarding Houses	1.00	per building plus 0.2 per bedroom
Boarding Schools	0.27	per bed
Bowling Alleys (w/o bars or lunch)	0.16	per alley
Bowling Alleys (with bar and/or lunch)	0.60	per alley
Car Wash (production line w/o recycle)	10.00	per single production line
Car Wash (production line with recycle)	5.00	per single production line
Car Wash (self service)	1.25	per stall
Child Care Centers	1.00	per premise plus 0.05 per person
Churches	0.25	per 1,000 sq. ft.(minimum 1.0 unit)
Cleaners (pick-up only)	1.00	per shop
Cleaners (pressing facilities)	1.25	per press
Clinics	0.50	per doctor (minimum 1.0 unit)
Convalescent Homes	1.00	per premise plus 0.5 per bedroom
Convents	1.0	per premise plus 0.25 per bedroom
Country Clubs & Athletic Clubs	1.50	per 1,000 sq. ft.
Doctor's Office	1.0	per premise plus 0.5 per exam

02/21/05

		room
Drug Stores	0.40	per 1,000 sq. ft. (minimum 1.0 unit)
Factories (exclusive of industrial flow)	0.50	per 1,000 sq. ft.
Fire Stations	0.20	per stationed firefighter/ 24 hours
Fire Stations (Volunteer)	1.00	per premise
Florist	1.10	per 1,000 sq. ft.
Fraternal Organizations (members only)	1.00	per hall
Fraternal Organizations (members/rentals)	2.00	per hall plus bar, restaurant, etc.
Funeral Homes	1.50	per 1,000 sq. ft. plus residence
Garden Center (nursery)	1.0	per premise plus 0.5 per employee
Government Office	0.40	per 1,000 sq. ft.
Grocery Stores & Markets	1.10	per 1,000 sq. ft.
Hospitals	1.09	per bed
Hotels & Motels (private baths)	0.25	per bedroom plus bar, restaurant, etc.
Industrial Buildings (exclusive of wet process)	0.50	per 1,000 sq. ft.
Laundry (self service)	0.54	per washer
Lumber Yard	1.00	per each 15 employees
Mobile Homes	1.00	per pad
Multiple Family Residence	1.00	per dwelling unit
Office Building	0.40	per 1,000 sq. ft.
Pet Shops	1.10	per 1,000 sq. ft.
Pool Halls	0.10	per table
Post Office	1.00	per 1,000 sq. ft.
Printing Shop	0.50	per 1,000 sq. ft.
Public Institutions (other than hospitals)	0.75	per 1,000 sq. ft.
Research & Testing Laboratories	0.75	per 1,000 sq. ft.
Restaurants (fast food)	10.00	per restaurant
Restaurants (meals w/service & dishes)	2.50	per 1,000 sq. ft.
Restaurants (take out)	1.50	per 1,000 sq. ft.
Retail Stores	0.15	per 1,000 sq. ft.
Rooming Houses (no meals)	0.25	per room
Schools (w/o showers and/or pool)	1.00	per classroom
Schools (with showers and/or pool)	1.50	per classroom
Senior Citizen Apartments	0.33	per apartment unit
Service Station – Gas Service	0.50	per pump
Service Station – with auto repair	1.00	per premise plus .15 per stall
Service Station – with mini mart	1.0	per premise plus .5 per 1,000 sq. ft. of building
Skating Rinks	0.40	per 1,000 sq. ft.
Snack Bar (drive-in)	2.50	per 1,000 sq. ft.
Swimming Pools	3.00	per 1,000 sq. ft.

02/21/05

Single Family Residence	1.00	per residence
Sport Centers	0.05	per employee
Stores (other than specifically listed)	0.25	per 1,000 sq. ft.
Tennis Clubs	0.08	per member
Tennis or Handball (indoor club)	0.50	per court
Theaters (drive-in)	0.03	per car space
Theaters	0.01	per seat
Tourist Courts (individual bath units)	0.27	per cubicle
Trailer Parks (central bath units)	0.40	per trailer
Veterinary Facility	2.00	per veterinarian
Veterinary Facility with kennel	1.50	per facility plus 0.1 per kennel
Warehouse & Storage	0.10	per 1,000 sq. ft.

Where building size and number of employees are both known, the equivalent water factors shall be based on the highest projected flow factor.

Classifications not specifically listed shall be assigned values as determined by the Township, but no facility shall be assigned less than one unit.

Where multiple businesses exist at one location (shopping centers, hotels with restaurant and or bar facilities, etc.) the various businesses will be combined for equivalents.

In cases of expansion or change of existing water/sewer uses, connection fees shall be levied in accordance with the current connection fee schedule based upon the difference in the current and expanded or changed use.

In cases where an application for water and/or sewer service has been made for property which is contiguous to an existing water and/or sewer special assessment district such water and or sewer service may be granted ***only after the following fees have been paid:***

1. All Connection Fees.
2. An up-front lump-sum capital charge equivalent to the pro-rata share of what would have been the property's assessment costs if the property were in the district, for the remaining term of the assessment. The capital charge will be placed in the debt service fund for future debt service payments on the special assessment. The properties in the SAD (Special Assessment District) will have their remaining assessments reduced by their pro-rata share of the capital share.

Livingston County Register of Deeds. 2009R-023916

Exhibit H

ENTRANCE HALLMARK AGREEMENT

AGREEMENT ("Agreement") entered into this ___ day of _____, 2009, by and between THE TOWNSHIP OF GENOA in Livingston County, Michigan, of 2911 Dorr Road, Brighton, MI 48116 ("Township") and RLG HOWELL LLC, a Michigan limited liability company ("RLG") and GCG HOWELL LLC, a Michigan limited liability company ("GCG"), both of 8163 Old Yankee Road, Suite B, Dayton, OH 45458 (RLG and GCG are collectively referred to as "Developer").

RECITALS

A. Developer is the owner of certain real property located immediately south and east of the Livingston Commons Shopping Center in Genoa Township, Livingston County, Michigan as depicted on **EXHIBIT A** attached hereto and described more particularly in **EXHIBIT B** attached hereto ("Phase II Tract").

B. Developer has agreed to convey to Livingston County ("County") or the Michigan Department of Transportation ("MDOT") a portion of the Phase II Tract necessary for right of way purposes ("ROW Parcel") for the construction of the new proposed interchange on I-96 at Latson Road ("Interchange").

C. In the event that the Interchange is constructed, Township desires to have a Township entranceway hallmark sign and flagpole as depicted on **EXHIBIT C** attached hereto ("Entrance Landmark") constructed and erected in the right of way of the Interchange at the location depicted as Township Entrance Landmark Area in **EXHIBIT A** ("Landmark Area").

D. As part of its conveyance of the ROW Parcel to the County or to MDOT as the case may be, Developer shall reserve in its conveyance deed a permanent sign easement for the sole benefit of the Township for the Landmark Area at such location as shall be mutually agreeable to the parties for the construction, installation, maintenance, repair, replacement, illumination of the monument sign and flagpole and to provide electrical services thereto, together with ingress and egress thereto.

E. Developer is willing to construct and erect the Entrance Landmark for the benefit of the Township in accordance with the provisions of this Agreement.

TERMS OF AGREEMENT

1. In the event that Developer conveys the ROW Parcel to the County or MDOT for the Interchange and MDOT proceeds with the construction of the Interchange, Developer hereby aggress and undertakes, at its own cost and expense, to construct and erect the original Entrance Landmark n the Landmark Area in accordance with the design and appearance set fort in **EXHIBIT C**. Temporary access and construction easements as needed to permit Developer to construct the Entrance Landmark in ROW Parcel as

Livingston County Register of Deeds. 2009R-023916

provided herein shall be reserved by Developer in its deed conveying the ROW Parcel or shall be separately granted by the County or MDOT, as the case may be. Such original construction shall include the Entrance Landmark sign structure, the flag pole, the wiring for electricity to illuminate to the sign hooked up to a separate meter for the Township and initial landscaping including trees and ground cover as depicted on **EXHIBIT C**.

2. Construction of the Entrance Landmark shall be completed by Developer to coincide no later than the opening of the new Interchange for public use.

3. Any changes made by the Township to the plans for the Entrance Landmark as set forth in **EXHIBIT C** after the date of this Agreement that increase the cost of construction or erection of the Entrance Landmark shall be at the sole cost and expense of the Township and shall be reimbursed to Developer by the Township prior to Developer's commencement of construction of the Entrance Landmark, or Developer shall not be obligated to implement such changes and may complete the Entrance Landmark in accordance with the original plans contained in **EXHIBIT C.**

4. Following completion of construction of the Entrance Landmark, the Township shall have ten (10) days following Developer's written notice of such completion to inspect and accept the completed Entrance Landmark or to issue within said ten (10) day period its punch-list of unfinished items or items requiring additional work before acceptance as being in compliance with the provisions of **EXHIBIT C**. Developer shall have the punch-list items completed within twenty (20) days of receipt of said punch-list, whereupon the Township shall be deemed to have accepted the completed Entrance Hallmark for all purposes hereunder. After acceptance of the Entrance Landmark by the Township as provided above, Developer shall have no further obligations with respect to the Entrance Landmark whatsoever and the Township thereafter shall be solely responsible, at its own cost and expense, for all maintenance, repairs and replacements with respect to the Entrance Landmark. This obligation of the Township shall include, but is not limited to, maintaining, repairing and replacing the Township's signage and sign panels on the Entrance Landmark and the flag displayed on the flagpole, maintaining the Entrance Hallmark sign, flagpole, flag and landscaping in good condition at all times, including structural repairs of for the foundation, structural components, flagpole, painting, braces, sign face components, all wiring and non-structural elements, including ballasts, bulbs and wiring necessary to illuminate the sign, electricity to illuminate the sign, mowing and other general up-keep of the Landmark Area.

5. This Agreement may be executed simultaneously in two (2) or more counterparts and by facsimile signature, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

6. The easements, agreements, restrictions and covenants contained herein shall be deemed easements, agreements, restrictions and covenants running with the land only with respect to the Township's obligation with respect to the Entrance Landmark and the Landmark Area and shall inure to the benefit of and be binding upon the parties, their heirs,

Livingston County Register of Deeds. 2009R-023916

successors and assigns, including without limitation any subsequent owners of the Land affected and persons claiming through them.

7. The "Recitals" set forth at the beginning of this Agreement are incorporated herein and made a part of this Agreement by this reference.

IN WITHESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

"DEVELOPER"
RLG HOWELL, LLC
a Michigan limited liability company

By:_____
Randall L. Gunlock
Its: Managing Member

GCG HOWELL, LLC
a Michigan limited liability company

By:_____
Glenn C. Gunlock
Its: Managing Member

"TOWNSHIP"
GENOA TOWNSHIP
a political subdivision of the
State of Michigan

By:_____
Name:_____
Its:_____

STATE OF OHIO)
) SS
COUNTY OF MONTGOMERY)

The foregoing instrument was acknowledged before me this _____ day of _____, 2009, by Randall L. Gunlock, Managing Member of RLG HOWELL, LLC., a Michigan limited liability company, on behalf of the company.

_____
Notary Public

Livingston County Register of Deeds. 2009R-023916

STATE OF OHIO)
) SS
COUNTY OF MONTGOMERY)

The foregoing instrument was acknowledged before me this _____ day of _____, 2009, by Glenn C. Gunlock, Managing Member of GCG HOWELL, LLC., a Michigan limited liability company, on behalf of the company.

_____
Notary Public

STATE OF MICHIGAN)
) SS
COUNTY OF LIVINGSTON)

The foregoing instrument was acknowledged before me the _____ day of _____, 2009, by _____, the _____ of Genoa Township, MI, a political subdivision of the State of Michigan, on behalf of said Township.

_____
Notary Public

Livingston County Register of Deeds. 2009R-023916