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SALLY REYNOLDS
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LIVINGSTON COUNTY, MI 48843
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**AMENDMENT TO THE PLANNED UNIT DEVELOPMENT AGREEMENT**

This Amendment to the Planned Unit Development ("Agreement") is entered into this 12th day of OCTOBER, 2016 by and between **GENOA OUTLOTS, LLC** ("Owner") and the **GENOA CHARTER TOWNSHIP,** a Michigan Municipal Corporatio ("Township") whose address is 2911 Dorr Road, Brighton, Michigan 48116.

**RECITALS:**

A. On May 4, 1992, Township entered into a certain Planned Unit Development with Genoa 24 Grand, LLC ("24 Grand") with respect to certain real property as more particularly described on the attached Exhibit A ("Property").

B. On August 21, 2000, the Township through its board at a properly noticed public hearing, in accordance with the zoning ordinance of the Township, approved modification to the development of the Property as a mixed use in the planned unit development zoning district, as further evidenced by a certain amendment to the Planned Unit Development entered into on October 31, 2000 by 24 Grand.

C. The Planned Unit Development was further amended on December 3, 2001 and April 8, 2002.

D. On October 24, 2002, 24 Grand and Township entered into an agreement that restated the PUD and consolidated the above referenced agreements, and incorporated additional modifications to the Planned Unit Development.

E. On June 20, 2005, the Township and 24 Grand entered into a First Amendment of the Planned Unit Development (the Planned Unit Development as amended and restated collectively shall be referred to as the "PUD").

F. Owner is a successor in interest to 24 Grand as the owner of certain real property that is part of the Property and subject to the PUD.

G. Owner and Township wish to further amend and modify the terms of the PUD under the terms and conditions provided for herein

**NOW, THEREFORE,** in consideration of the mutual covenants and promises as well as other valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. Exhibit C. Exhibit "C" entitled Permitted Uses of the PUD shall be deleted in its entirety and replaced with the following Exhibit C attached hereto. Any permitted use as provided in the attached Exhibit C shall be subject to specific requirements as to such use in the Zoning Ordinance of Genoa Township, where applicable.

2. Signage. Notwithstanding anything to the contrary, with respect to outlots #1, 2, 3, 4 and 5, in addition to all other permitted signage including signage facing Grand River Avenue and Lawson Drive, each tenant shall be permitted to install an additional sign on the south elevation of the building; provided however the foregoing shall be subject to Article 7.2 of the PUD. The attached Exhibit "B" shall be used for purposes of identifying each outlot as defined in this Agreement.

4. Amendment of PUD. The parties hereby expressly agree that in no event shall the PUD be amended without the consent of Genoa Outlots, LLC (or their successor or assigns), and in no event may any other party with an interest in or owning any portion of land on the Property be permitted to amend, modify or terminate the PUD with respect to the Property or any portion thereof without the prior written consent of Genoa Outlots, LLC (or their successor or assigns) in its sole and absolute discretion; provided however in no event shall the PUD be amended without the consent of Outlot #4 of the Property, not to be unreasonably withheld, conditioned or delayed, if such amendment would have a material and adverse affect upon Outlot #4. The terms of the PUD shall run with the land and shall be recorded on title to the Property with the local register of deeds.

5. Retention/Detention. Notwithstanding anything to the contrary, the parties acknowledge that detention/retention ponds and facilities have been completed with sufficient capacity for the entire development, including expansion thereof as contemplated under the PUD and site plan.

6. Ratification and Affirmation. Except as hereby amended, the PUD shall remain unmodified and in full force and effect. The PUD, as hereby amended, shall be binding upon and inure to the benefit of Township and Owner and their respective heirs, successors and assigns.

7. Conflict of Terms. In the event that there is any conflict or inconsistency between the terms and conditions of this Agreement and the PUD, the terms and conditions of this Agreement shall control and govern.

8. Authority. Each person executing this Agreement on behalf of a party represents and warrants that it has the full power, authority, and legal right to execute and deliver this Agreement on behalf of such party and that this Agreement constitutes the legal, valid, and binding obligations of such party, its heirs, representatives, successors and assigns, enforceable against such party or parties in accordance with its terms.

IN WITNESS whereof, the parties have executed this Agreement on the dates indicated.

WITNESS:

Print Name: STEVE SAMONA

Owner :

**GENOA OUTLOTS, LLC**
a Michigan limited liability company

By: NAJIB SAMONA
Its: MANAGER

**CORPORATE ACKNOWLEDGEMENT**

**STATE OF MICHIGAN** )
) **ss.**
**COUNTY OF OAKLAND** )

The foregoing instrument was acknowledged and executed before me this 7TH day of OCTOBER, 2016, by NAJIB SAMONA the MANAGER of **GENOA OUTLOTS, LLC,** a Michigan limited company on behalf of the Michigan limited liability company.

Printed Name: DEREK ANTHONY PUTRUS
Notary Public, OAKLAND County, MI
My Commission Expires: 9/29/19

DEREK ANTHONY PUTRUS
Notary Public - Michigan
Oakland County
My Comm. Expires 9/29/19

WITNESS:

Print Name: Amy Rutkig

Print Name: Kathleen Murphy

Township:

**GENOA CHARTER TOWNSHIP,**
a Michigan Municipal Corporation

By: Paulette A. Skolarus
Its: Clerk

By: Gary T. McCririe
Its: Supervisor

**ACKNOWLEDGEMENT**

**STATE OF MICHIGAN** )
) **ss.**
**COUNTY OF LIVINGSTON** )

The foregoing instrument was acknowledged and executed before me this 12th day of OCTOBER, 2016, by PAULETTE A. SKOLARUS the CLERK of **GENOA CHARTER TOWNSHIP,** a Michigan Municipal Corporation on behalf of said corporation.

Printed Name: Kelly VanMarter
Notary Public, Livingston County, MI
My Commission Expires: 3/8/2020

KELLY VANMARTER NOTARY PUBLIC LIVINGSTON COUNTY, MI

**ACKNOWLEDGEMENT**

**STATE OF MICHIGAN** )
) **ss.**
**COUNTY OF LIVINGSTON** )

The foregoing instrument was acknowledged and executed before me this 12th day of OCTOBER, 2016, by GARY T. MCCRIRIE the SUPERVISOR of **GENOA CHARTER TOWNSHIP,** a Michigan Municipal Corporation on behalf of said corporation.

Printed Name: Kelly VanMarter
Notary Public, Livingston County, MI
My Commission Expires: 3/8/2020

KELLY VANMARTER NOTARY PUBLIC LIVINGSTON COUNTY, MI

Prepared By and After Recording Return To:
Steven Samona, Esq.
Law Office of Steven Samona
32820 Woodward Ave, Ste 240
Royal Oak, MI 48073
248-565-8582

## EXHIBIT A

## LEGAL DESCRIPTION OF PROPERTY

Real property located in the Township of Genoa, County of Livingston, State of Michigan, described as follows:

PARCEL 1: Part of the Northeast 1/4 of Section 9, Town 2 North, Range 5 East, Genoa Township, Livingston County, Michigan, more particularly described as follows: Commencing at the North 1/4 corner of said Section 9; thence along the North-South 1/4 line of said Section 9, South 01 degrees 30 minutes 57 seconds East, 921.86 feet; thence along the South line of Grand River Avenue (Business Loop I-96) (100 foot wide Right of Way), South 63 degrees 53 minutes 30 seconds East, 351.73 feet, to the point of beginning of the parcel to be described; thence along the South line of Grand River Avenue (Business Loop I-96), South 63 degrees 53 minutes 30 seconds East 374.03 feet; thence along the South line of Grand River Avenue (Business Loop I-96), South 64 degrees 41 minutes 00 seconds East, 882.50 feet; thence South 25 degrees 19 minutes 00 seconds West, 1.00 foot; thence along the Southwesterly line of the East bound "On Ramp" for I-96, Southeast on an arc right, having a length of 167.92 feet, a radius of 1243.24 feet, a central angle of 07 degrees 44 minutes 19 seconds and a long chord which bears South 60 degrees 48 minutes 50 seconds East, 167.79 feet; thence continuing along the Westerly line of said "On Ramp", South 01 degrees 26 minutes 10 seconds East, 61.23 feet; thence continuing along the Westerly line of said "On Ramp", Southeast on an arc right, having a length of 626.34 feet, a radius of 1193.24 feet, a central angle of 30 degrees 04 minutes 30 seconds and a long chord which bears South 40 degrees 14 minutes 27 seconds East, 619.18 feet; thence along the Northerly line of I-96 Expressway, West on an arc left, having a length of 969.46 feet, a radius of 2967.79 feet, a central angle of 18 degrees 42 minutes 59 seconds and a long chord which bears North 83 degrees 53 minutes 06 seconds West, 965.16 feet; thence continuing along the North line of I-96 Expressway, South 86 degrees 45 minutes 25 seconds West, 693.66 feet; thence along the East line of the West 12 acres of the Southwest 1/4 of the Northeast 1/4 of said Section 9, lying South of Grand River Avenue, North 01 degrees 30 minutes 57 seconds West, 1095

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Now Known as:

SEC 9 T2N R5E COMM N 1/4 COR TH S01*30'57"E 921.86 FT TH S63*53'30"E 351.79 FT TO POB TH S63*53'30"E 201.15 FT TH S26*06'30"W 47.03 FT TH ALONG A CURVE LEFT S09*25'46"E 235.33 FT TH S45*07'03"W 75.49 FT TH S88*29'03"W 133.93 FT TH N01*31'W 419.86 FT TO POB

Parcel No: 4711-09-200-020

SEC 9 T2N R5E COMM AT N 1/4 COR TH S01*30'57"E 921.86 FT TH S63*53'30"E 552.94 FT TO POB TH S63*53'30"E 172.88 FT TH S64*41'00"E 80.40 FT TH S25*29'18"W 275.40 FT TH N47*14'03"W 124.70 FT TH ALONG ARC OF A CURVE RIGHT CHORD BEARING N09*25'46"W 235.33 FT TH N26*06'30"E N47.03 FT TO POB

Parcel No: 4711-09-200-025

SEC 9 T2N R5E COMM AT N 1/4 COR TH S01*30'57"E 921.86 FT TH S63*53'30"E 725.82 FT TH S64*41'00"E 80.40 FT TO POB TH S64*41'00"E 149.98 FT TH S25*29'21"W 322.50 FT TH N47*14'03"W 157.06 FT TH N25*29'18"E 275.04 FT TO POB

Parcel No: 4711-09-200-026

SEC 9 T2N R5E COMM AT N 1/4 COR TH S01*30'57"E 921.86 FT TH S63*53'30"E 725.82 FT TH S64*41'00"E 230.86 FT TO POB TH S64*41'00"E 148.03 FT TH S25*19'00"W 348.40 FT TH ALONG AN ARC OF A CURVE RIGHT CHORD BEARING N56*29'09"W 125.21 FT TH

N47*14'03"W 26.28 FT TH N25*29'21"E 322.05 FT TO POB

Parcel No: 4711-09-200-027

SEC 9 T2N R5E COMM AT N 1/4 COR TH S01*30'57"E 921.86 FT TH S63*53'30"E 725.82 FT TH S64*41'00"E 378.41 FT TO POB TH S64*41'00"E 226.83 FT TH S25*19'00"W 71.98 FT TH S40*07'33"W 226.01 FT TH S15.97 FT TH N89*56'16"W 11.60 FT TH ALONG ARC OF A CURVE RIGHT CHORD BEARING N77*44'37"W 169.78 FT TH N25*19'00"E 348.40 FT TO POB

Parcel No: 4711-09-200-028

EC 9 T2N R5E COMM AT N 1/4 COR TH S01*30'57"E 921.86 FT TH S63*53'30"E 351.79 FT TO POB TH S01*31'00"E 419.86 FT TH N88*29'03"E 133.93 FT TH N45*07'03"E 75.49 FT TH S47*14'03"E 308.04 FT TH SE ON AN ARC LEFT CHORD BEARING S68*44'20"E 290.05 FT TH S89*56'16"E 96.42 FT TH S01*30'57"E 375.13 FT TH ALONG TH N'LY LINE OF I-96 EXPRESSWAY WEST ON AN ARC LEFT CHORD BEARING S87*31'39"W 79.83 FT TH S86*45'25"W 693.66 FT TH N01*31'00"W 675.55 FT TO POB

Parcel No: 4711-09-200-030

Units 1, 2, 3, 4 and 5 Genoa Shoppes Condominium, according to the Master Deed recorded in Instrument No. 2009R-024302, Livingston County Records, and amendments thereto, and designated as Livingston County Condominium Subdivision Plan No. 383, together with rights in the general common elements and the limited common elements as shown on the Master Deed and as described in Act 59 of the Public Acts of 1978, as amended.

Parcel Nos: 4711-09-203-001
4711-09-203-002
4711-09-203-003
4711-09-203-004
4711-09-203-005

**EXHIBIT B**

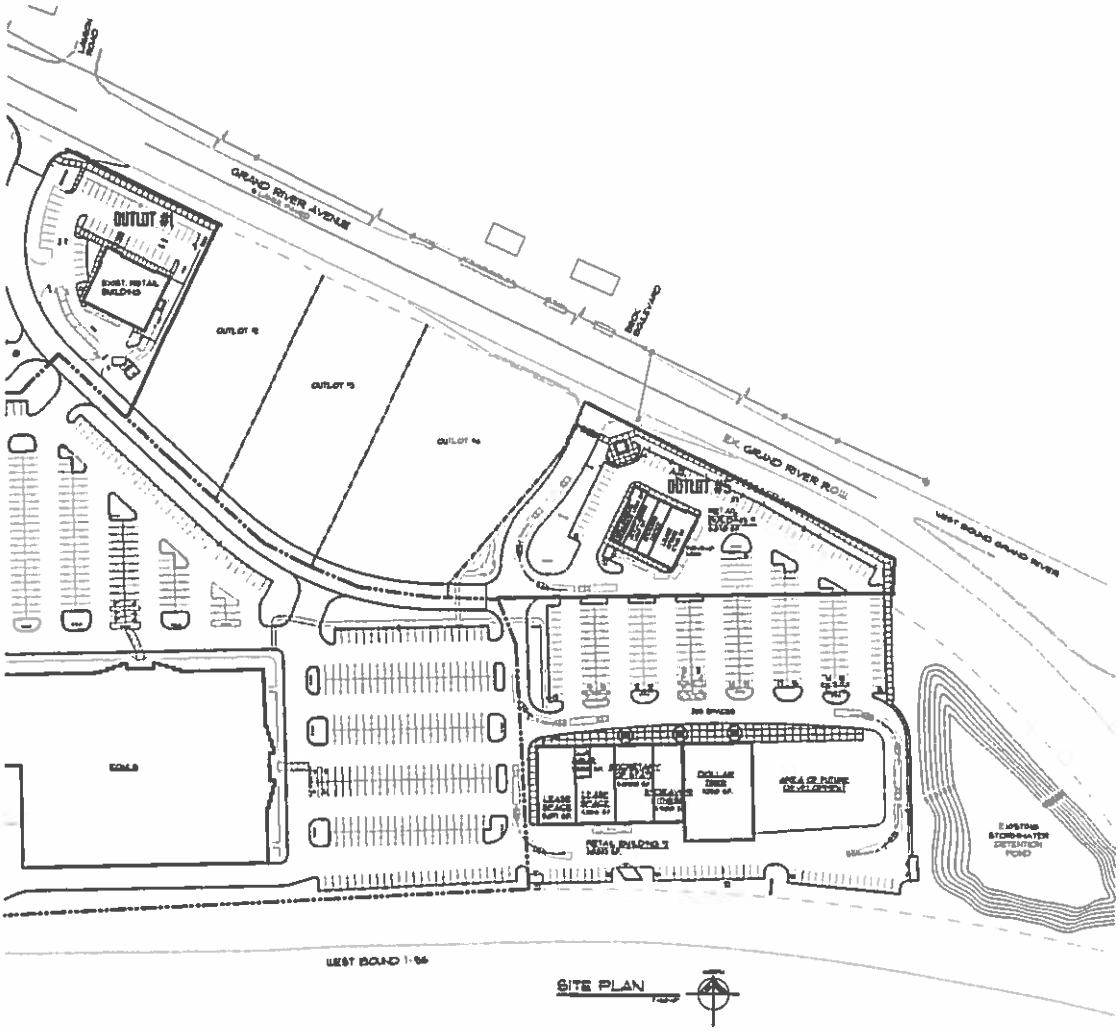
GRAND RIVER AVENUE
OUTLOT #1
EXIST. RETAIL BUILDING
OUTLOT 2
OUTLOT 3
OUTLOT 4
OUTLOT #5
EX. GRAND RIVER ROW
WEST BOUND GRAND RIVER
DOLLAR TREE
AREA OF FUTURE DEVELOPMENT
EXISTING STORM-WATER DETENTION POND
WEST BOUND I-96
SITE PLAN

**EXHIBIT C**
**PERMITTED USES**

**Subject to paragraph cc below, the permitted uses are:**

a. A shopping center consisting of an anchor department store, smaller stores and outlots shall be constructed on this property (subject to Section 2.5 of this Agreement to which this Exhibit "C" is attached) which may provide goods and services such as but not limited to fruit markets; bakery goods, including bakery items produced on the premises; groceries; meats, provided no slaughtering shall take place on the premises; auto parts; seafood; dairy products; appliances; furniture and home furnishings; apparel; art galleries; drugs and pharmacy products; home improvement items; hardware and garden supplies; sporting goods; bicycles; toys; hobby crafts; rental and sales of videos; music; musical instruments; movie theaters; recorded music; books; computer and software sales, and similar establishments not specifically addressed elsewhere.

b. Personal and business service establishments performing services on the premises, including but not limited to: flower shops, greeting card shops, photographic studios, dry cleaning drop off stations (without on site processing); fitness centers; copy centers; mailing centers; data processing centers; dressmakers and tailors; shoe repair shops; tanning salons; beauty parlors; barber shops; and similar establishments.

c. Banks, credit unions, savings and loan establishments and similar financial institutions with up to Four (4) drive through teller windows and/or up to two automated teller machine windows

d. Banquet/assembly halls or other similar places of assembly including but not limited to private clubs, fraternal order halls, lodge halls or similar.

e. Hotels/motels including accessory convention/meeting facilities and restaurants. Hotels/motels not to exceed 125 rooms each.

f. Business services such as but not limited to mailing, copying, and data processing.

g. Child Care centers, preschool and commercial day care centers provided that for each child cared for, there shall be provided and maintained a minimum of thirty-five (35) square feet of building area per child and fifty (50) square feet of building area per infant or as shall be required by the licensing rules of the State of Michigan for child care centers now in effect. In addition, there shall be an outdoor play area with a minimum play area of six thousand (6,000) square feet. The required play area shall be fenced and screened from any abutting residential district. The Planning Commission may reduce the required play area in consideration of care denoted to infants.

h. Commercial schools and studios for photography, beauty and hair care, art, dance, music, theater, ballet, martial arts, etc.

i. Convenience stores without gasoline sales, which may include the sale of beer, wine, and liquor s.

j. Health clubs, fitness centers, gyms, and aerobic clubs.

k. Public/government buildings.

l. Professional offices or medical offices including doctors, dentists, optometrists, chiropractors, psychiatrists, psychologists, and similar professions including clinics, medical care centers and urgent care stations with a maximum size of 40,000 square feet.

m. Professional offices including lawyers, architects, engineers, insurance agents, real estate agents, financial consultants, accountants, bookkeepers and similar or allied professions with a maximum size of 55,000 square feet per user..

n. Restaurants, taverns and other places serving food or beverages including those providing live entertainment restaurants but not entertainment commonly known as "adult entertainment" (provided the foregoing

shall not permit concerts, or regular live entertainment as a primary business but only be incidental part of a business). Notwithstanding the foregoing, a drive thru customer service window shall be authorized to be constructed on the East wall of the 6750 sq. ft. multi-tenant building the property commonly known as Outlot "1" of the development, as shown on the approved site plan containing approximately 1.28 acres. The customer drive-thru facility shall only be permitted for the sale of doughnuts, bagels, pastries, beverages, coffee and related similar beverages, provided however the facility may be used for other purposes subject to special land use approval. If the occupant of this tenant space shall ever expand its menu to include meals or food similar to "fast food", it is agreed that the drive thru customer service window will be closed and not operated unless otherwise approved by the Township including through special land use approval.

o. Vocational and technical training facilities.

p. Essential public services and buildings.

q. All uses permitted by right or special land use in the Neighborhood Services District and/or the Office Services District s.

r. Automobile (including motorcycle) sales and lease, new and used, and car rental.

s. Minor automobile maintenance and/or repair establishment including but limited to ~~for~~ vehicles fluid replacements, including oil, transmission fluid, radiator fluid, windshield washer fluid and excluding gasoline and/or diesel fuel sales.

t. Automobile wash, automatic or self service.

u. Conference Centers.

v. Professional offices over 55,000 square feet of gross floor area and medical offices over 40,000 square feet of gross floor area.

w. Recreational (indoor) such as bowling alleys, skating rinks, arcades, archery, indoor golf or softball, and any combination of the foregoing which may include accessory indoor restaurant, bars, concession stands, games, etc.

x. Restaurants with pick up window and/or outdoor seating subject to item (cc) below.

y. Pharmacy, drug store or convenience store which may contain drive through facilities which may or may not sell beer, wine, and/or liquor provided alcoholic beverages shall not be delivered to customers through drive through facilities subject to item (aa) below.

z. Internal, climate controlled, self-storage and/or Mini storage – indoors, with limited overhead doors excluding Outlots # 1, 2, 3, 4 and 5, subject to special land use approval.

aa. Accessory uses, buildings, and structures customarily incidental to any of the above uses as defined in Section 25.02 of the Genoa Township Zoning Ordinance shall be permitted except: accessory storage of hazardous materials shall require a separate Special Land use permit.

bb. Similar uses of the same nature or class as these listed herein as reasonably determined by the Planning Commission based on the standards of Section 11.02 of the Genoa Township Zoning Ordinance.

cc. Provided such drive through facilities provide adequate stacking within the development site (including internal roads within said development), a single drive through user of any kind (including a restaurants, taverns and other places servicing food or beverages with drive through facilities and/or pick up window) per outlot, shall be permitted for Outlot # 2, 3, 4 and 5 (the northeasterly outlot building) by right, and additional drive facilities may be provided in the Development upon special land use approval. The provisions of this item (cc) shall control

over any provision to the contrary excepting any restrictions or rights with respect to drive through facilities on Outlot #1 provided for in item n above.