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GTWP



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BRANDON DENBY
REGISTER OF DEEDS
LIVINGSTON COUNTY, MI 48843
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REMON: 4.00
PAGES: 10

**COVER SHEET FOR
SECOND AMENDMENT TO PLANNED UNIT DEVELOPMENT AGREEMENT
FOR PHASE I AND PHASE II LAND**

BETWEEN

RLG HOWELL LLC AND GCG HOWELL LLC

AND

GENOA PLAZA, LLC

AND

TOWNSHIP OF GENOA

DATED August 24, 2017

08-31-17P02:20 RCVD

Prepared By and After recording
Return to:
Karyn M. Klemptner, Esq.
31000 Northwestern Highway, Suite 100
Farmington Hills, Michigan 48334

**STATE OF MICHIGAN
COUNTY OF LIVINGSTON
GENOA CHARTER TOWNSHIP**

SECOND AMENDMENT TO PLANNED UNIT DEVELOPMENT AGREEMENT

This Second Amendment to Planned Unit Development Agreement (“Agreement”) is made and entered into this 24th day of August, 2017, by and between **RLG HOWELL LLC**, a Michigan limited liability company, **GCG HOWELL LLC**, a Michigan limited liability company, with offices at 10050 Innovation Drive, Suite 100, Dayton, Ohio 45342 (collectively, the “Owner”); **GENOA PLAZA, LLC**, a Michigan limited liability company, whose address is 28265 Beck Road, Suite C-2, Wixom, Michigan 48393 (“GP”), and **GENOA CHARTER TOWNSHIP**, a Michigan municipal corporation, whose address is 2911 Dorr Road, Brighton, Michigan 48116 (“Township”).

RECITATIONS

WHEREAS, Owner was the owner of certain real property situated in the Genoa Charter Township, Livingston County, and State of Michigan, more particularly 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”).

WHEREAS, Owner is the owner of certain adjacent real property situated in the Genoa Charter Township, Livingston County, and State of Michigan, more particularly described in 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”).

WHEREAS, the Phase I PUD and the Phase II PUD were amended by a certain Amendment to Planned Unit Development Agreement dated June 18, 2015, and recorded at 2015R-021742 with the records of Livingston County, Michigan (“First Amendment”).

WHEREAS, Owner has since sold to GP a portion of the real property located within Phase II PUD (referred to as Lot A and Lot A1 of the Phase II PUD) collectively the “GP Parcel”, as more particularly described in Exhibit A attached hereto.

WHEREAS, Owner, GP, and Township have agreed to amend Phase II PUD and First Amendment, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreement set forth herein, Owner, GP, and the Township hereby agree as follows:

1. Article I, General Terms of Agreement, subsection 1.3 of the Phase II PUD, shall be amended to add the following language:

“Notwithstanding anything to the contrary contained in the Phase II PUD, the land uses which will be permitted and which may be developed on Lot A under the Phase II PUD shall hereby amended to include any of permitted land uses identified for Lot A in the Phase II PUD as well as any of the land uses depicted on Exhibit B attached hereto.”

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

D. Notwithstanding anything to the contrary contained in the Phase II PUD, the configuration of Lot A under the Phase II PUD shall be as depicted on Exhibit B attached hereto. Township hereby approves the setbacks and the configuration of the improvements on Lot A as depicted on Exhibit B attached hereto.

3. Article I, General Terms of Agreement of the Phase II PUD, shall be amended to add the following additional subsection 1.9:

1.9 The GP Parcel shall be subject to the terms and conditions of the Phase II PUD, subject to the provisions of this Agreement.

4. Article II, Land Use Authorization, subsection 2.8 of the Phase II PUD, shall be amended to provide that Lot A may have a minimum Rear Yard drive aisle setback of 3 Feet.

5. Article III, Curb Cuts and Off-Site Transportation Improvements, subparagraph M of subsection 3.2 shall hereby be deleted in its entirety, and the following language shall be substituted in its stead:


M. Lot A shall have a restricted right-in/right out access to Grand Oaks as depicted on Exhibit B attached hereto. Moreover, Lowes shall be permitted to retain direct access to Grand Oaks as depicted on Exhibit B attached hereto.

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

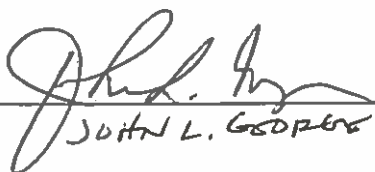
[SIGNATURES TO FOLLOW ON NEXT PAGE]

APPROVED by Owner and GP on this 24th day of August, 2017.

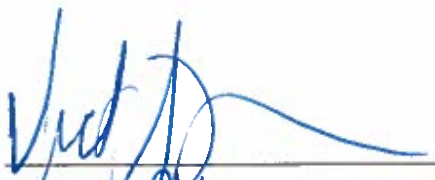
WITNESSES:



Paul Miller Jr.



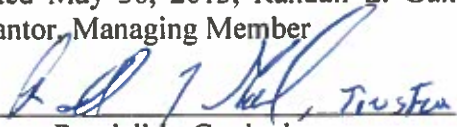
JOHN L. GEORGE



Vicki Dellinger

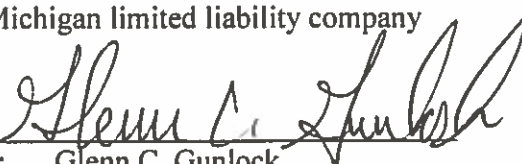
RLG HOWELL LLC,
a Michigan limited liability company

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



By: Glenn C. Gunlock
Its: Managing Member

GENOA PLAZA,LLC,
a Michigan limited liability company



By: Karam Bahnam
Its: Member

STATE OF OHIO)
) SS:
COUNTY OF MONTGOMERY)

The foregoing instrument was acknowledged before me this 8th day of August, 2017, by Randall L. Gunlock, the 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.



JENNIFER A CUNDIFF, Notary Public
In and for the State of Ohio
My Commission Expires March 23, 2021

Jennifer A Cundiff
Notary Public,
Montgomery, County, OH
Acting in Montgomery County, OH
My Commission Expires: March 23, 2021

SOUTH CAROLINA
STATE OF ~~OHIO~~)
) SS:
BERAUFORD
COUNTY OF MONTGOMERY)

The foregoing instrument was acknowledged before me this 28 day of JULY, 2017, by Glenn C. Gunlock, the Managing Member of GCG Howell LLC, a Michigan limited liability company, on behalf of the company.

[Signature]
Notary Public, JOHN L. GEORGE
BERAUFORD, County, OH SC
Acting in BERAUFORD County, OH SC
My Commission Expires:

John L. George
Notary Public for South Carolina
Commission Expires: April 13, 2027
John L. George
Notary Public for South Carolina
Commission Expires: April 13, 2027



STATE OF MICHIGAN)
COUNTY OF Oakland) SS:

The foregoing instrument was acknowledged before me the 22 day of August, 2017, by Karam Bahnam, as Member of Genoa Plaza, LLC, a Michigan limited liability company, on behalf of the company.

[Signature]
Notary Public, Vicki Dellinger
Oakland, County, MI
Acting in Oakland County, MI
My Commission Expires: 2/20/23

VICKI DELLINGER
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF OAKLAND
My Commission Expires February 20, 2023

APPROVED by the Township Board for the Township of Genoa on the 24th day of August, 2017.

WITNESSES:

Amy Ruthig
Amy Ruthig
Sharon Stone
Sharon Stone

TOWNSHIP OF GENOA

Bill Rogers
By: BILL ROGERS
Its: SUPERVISOR

Paulette A. Skolarus
By: PAULETTE A. SKOLARUS
Its: CLERK

STATE OF MICHIGAN)
) SS:
COUNTY OF LIVINGSTON)

The foregoing instrument was acknowledged before me the 24th day of August, 2017, by Bill Rogers, who was duly authorized by Genoa Township Board to sign this Second Amendment on behalf of Genoa Township and who acknowledged the same to be his/her free act and deed.

Kelly Van Marter
Notary Public, Kelly Van Marter
LIVINGSTON, County, MI
Acting in LIVINGSTON County, MI
My Commission Expires: 3/8/2020

STATE OF MICHIGAN)
) SS:
COUNTY OF LIVINGSTON)

The foregoing instrument was acknowledged before me the 24th day of August, 2017, by PAULETTE A. SKOLARUS who was duly authorized by Genoa Township Board to sign this Second Amendment on behalf of Genoa Township and who acknowledged the same to be his/her free act and deed.

Kelly Van Marter
Notary Public, Kelly Van Marter
Livingston, County, MI
Acting in Livingston County, MI
My Commission Expires: 3/8/2020

EXHIBITS

Exhibit A Legal Description for GP Parcel

Exhibit B Depiction of Lot A

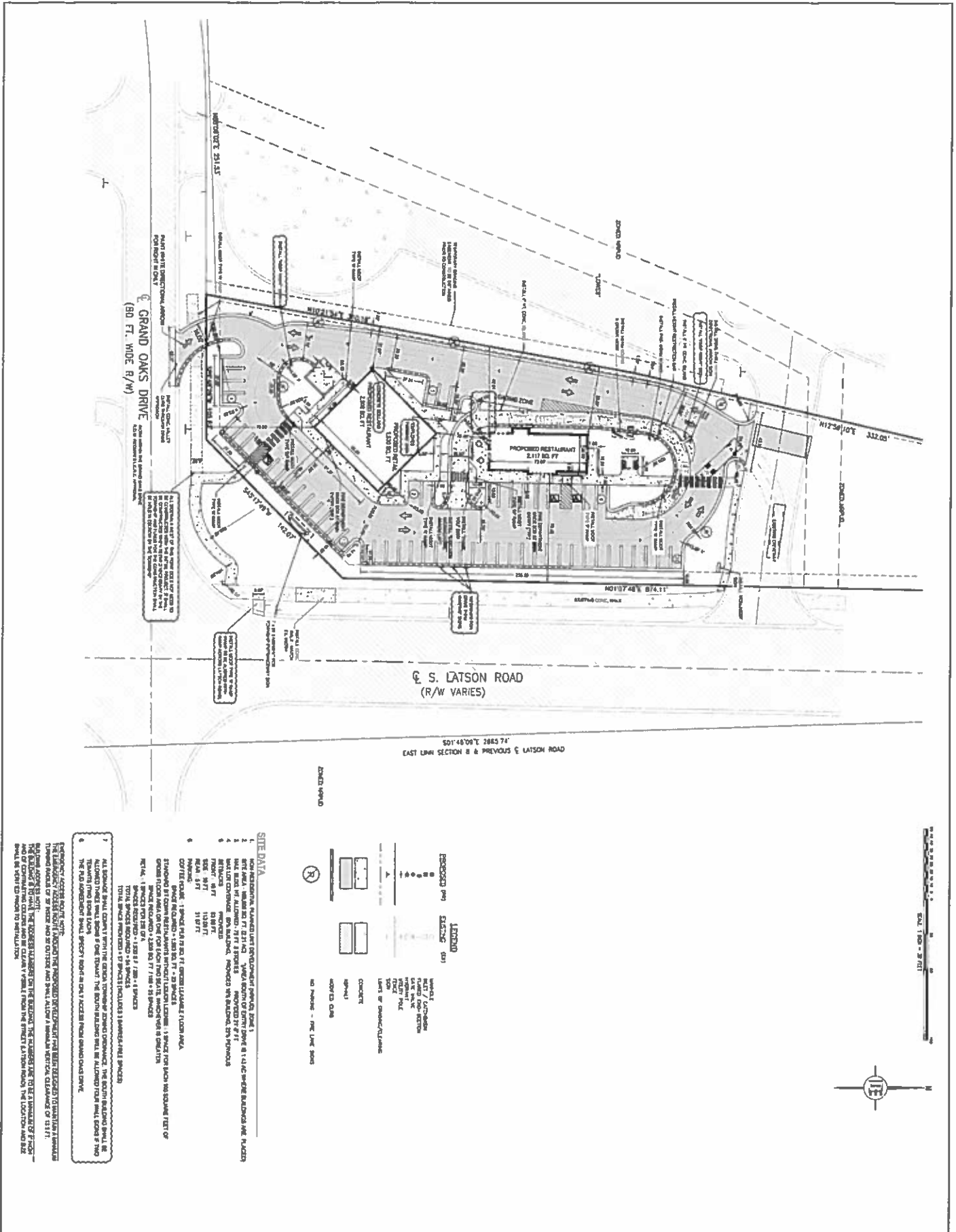
EXHIBIT A

LEGAL DESCRIPTION OF GP PARCEL

Part of the Northeast 1/4 of Section 8, T2N-R5E, Genoa Township, Livingston County, Michigan, more particularly described as follows: Commencing at the Northeast Corner of Section 8; thence along the North line of Section 8, S87°16'42"W, 3.27 feet, to the construction centerline of Latson Road; thence along the construction centerline of Latson Road, the following three (3) courses: 1) southerly along an arc right, having a length of 159.72 feet, a radius of 10000.00 feet, a central angle of 00°54'55", and a long chord which bears S00°40'20"W, 159.72 feet; 2) S01°07'48"W, 913.15 feet; 3) southerly along an arc left, having a length of 148.82 feet, a radius of 10000.00 feet, a central angle of 00°51'10", and a long chord which bears S00°42'13"W, 148.82 feet, to the Point of Intersection of the construction centerline of Latson Road and the construction centerline of Relocated Grand Oaks Drive; thence along the construction centerline of Relocated Grand Oaks Drive, S89°48'26"W, 159.53 feet; thence N00°15'45"E, 40.00 feet, to the POINT OF BEGINNING of the Parcel to be described; thence along the northerly Right of Way line of Relocated Grand Oaks Drive, S89°48'26"W, 105.82 feet; thence N10°21'54"E, 317.42 feet; thence N12°59'10"E, 332.05 feet; thence S79°09'02"E, 22.66 feet; thence N11°14'53"E, 360.22 feet; thence along the Westerly Right of Way line of Latson Road, the following two (2) courses: 1) S01°07'48"W, 874.11 feet; 2) southerly along an arc left, having a length of 10.59 feet, a radius of 10060.00 feet, a central angle of 00°03'37", and a long chord which bears S01°05'59"W, 10.59 feet; thence along a limited access right of way line, S45°17'49"W, 142.07 feet, to the POINT OF BEGINNING, containing 2.31 acres, more or less, and including the use of Latson Road and Grand Oaks Drive. Also subject to any other easements or restrictions of record.

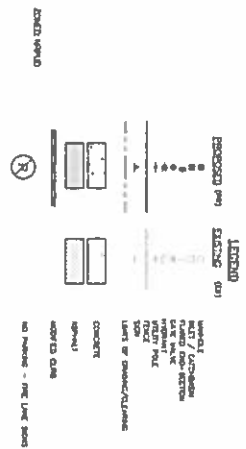
Parcel Identification No.: 11-08-200-018

**EXHIBIT B
DEPICTION OF LOT A**



S. LATSON ROAD
 (R/W VARIES)
 S01°48'00"E 2845.74'
 EAST LHM SECTION 8 & PREVIOUS S. LATSON ROAD

- SITE DATA**
- 1. ALL CONSTRUCTION, MATERIALS AND FINISHES SHALL BE AS SHOWN ON THESE PLANS.
 - 2. 8" DIA. VENT PIPES SHALL BE INSTALLED AT THE FOLLOWING LOCATIONS: 1. ON THE ROOF OF THE BUILDING AT THE LOCATION OF THE EXISTING VENT PIPES. 2. ON THE ROOF OF THE BUILDING AT THE LOCATION OF THE EXISTING VENT PIPES.
 - 3. ALL ROOFING SHALL BE AS SHOWN ON THESE PLANS. THE ROOFING SHALL BE INSTALLED ON THE ROOF OF THE BUILDING AT THE LOCATION OF THE EXISTING ROOFING.
 - 4. ALL ROOFING SHALL BE AS SHOWN ON THESE PLANS. THE ROOFING SHALL BE INSTALLED ON THE ROOF OF THE BUILDING AT THE LOCATION OF THE EXISTING ROOFING.
 - 5. ALL ROOFING SHALL BE AS SHOWN ON THESE PLANS. THE ROOFING SHALL BE INSTALLED ON THE ROOF OF THE BUILDING AT THE LOCATION OF THE EXISTING ROOFING.
 - 6. ALL ROOFING SHALL BE AS SHOWN ON THESE PLANS. THE ROOFING SHALL BE INSTALLED ON THE ROOF OF THE BUILDING AT THE LOCATION OF THE EXISTING ROOFING.
 - 7. ALL ROOFING SHALL BE AS SHOWN ON THESE PLANS. THE ROOFING SHALL BE INSTALLED ON THE ROOF OF THE BUILDING AT THE LOCATION OF THE EXISTING ROOFING.
 - 8. ALL ROOFING SHALL BE AS SHOWN ON THESE PLANS. THE ROOFING SHALL BE INSTALLED ON THE ROOF OF THE BUILDING AT THE LOCATION OF THE EXISTING ROOFING.
 - 9. ALL ROOFING SHALL BE AS SHOWN ON THESE PLANS. THE ROOFING SHALL BE INSTALLED ON THE ROOF OF THE BUILDING AT THE LOCATION OF THE EXISTING ROOFING.





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2009R-023916

RECORDED ON
08/20/2009 10:44:45AM

SALLY REYNOLDS
REGISTER OF DEEDS
LIVINGSTON COUNTY, MI 48843

RECORDING: 112.00
REMON: 4.00

PAGES: 35

35

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

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:

	<u>Zone 1</u>	<u>Zone 2</u>	<u>Zone 3</u>
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	20 feet	20 feet
	5 feet side and rear	10 feet side and rear	10 feet side and rear

	<u>Zone 1</u>	<u>Zone 2</u>	<u>Zone 3</u>
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:

Jennifer D Shields

Glenn C Gunlock

OWNER:

RLG Howell, Ltd, a Michigan
Limited Liability company

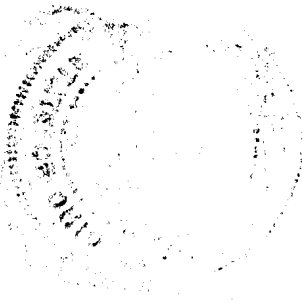
Randall L. Gunlock
Randall L. Gunlock (PSS)

GCG Howell Ltd., a Michigan
Limited Liability company

Glenn C. Gunlock
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.

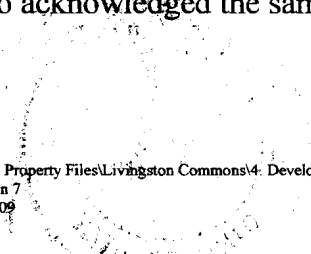


Jennifer D Shields
Notary Public

Jennifer D Shields, Notary Public
In and fo: 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.

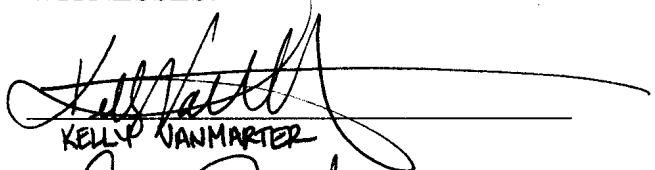
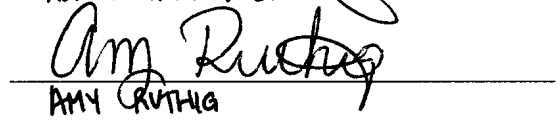


Jennifer D Shields
Notary Public

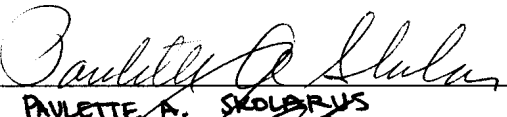
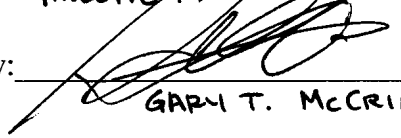
Jennifer D Shields, Notary Public
In and fo: the State of Ohio
My Commission Expires 4-21-10

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. MCCRIE

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. MCCRIE 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.

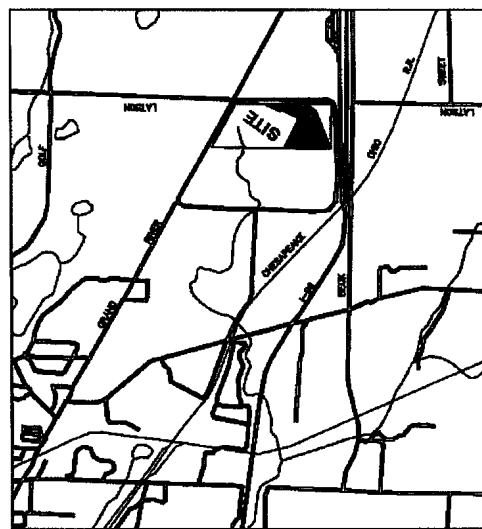
Said parcel contains 36.09 acres, more or less.

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

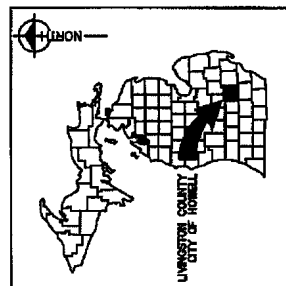
**APPLICANT NAME:
RLG Howell Ltd. and GCG Howell Ltd.**

**Name of Development:
LIVINGSTON COMMONS
GENOA TOWNSHIP, LIVINGSTON CO., MI.**

**PREPARER'S NAME:
Stanford R. Joseph, AIA Architect**



LOCATION MAP
NO SCALE



VICINITY MAP



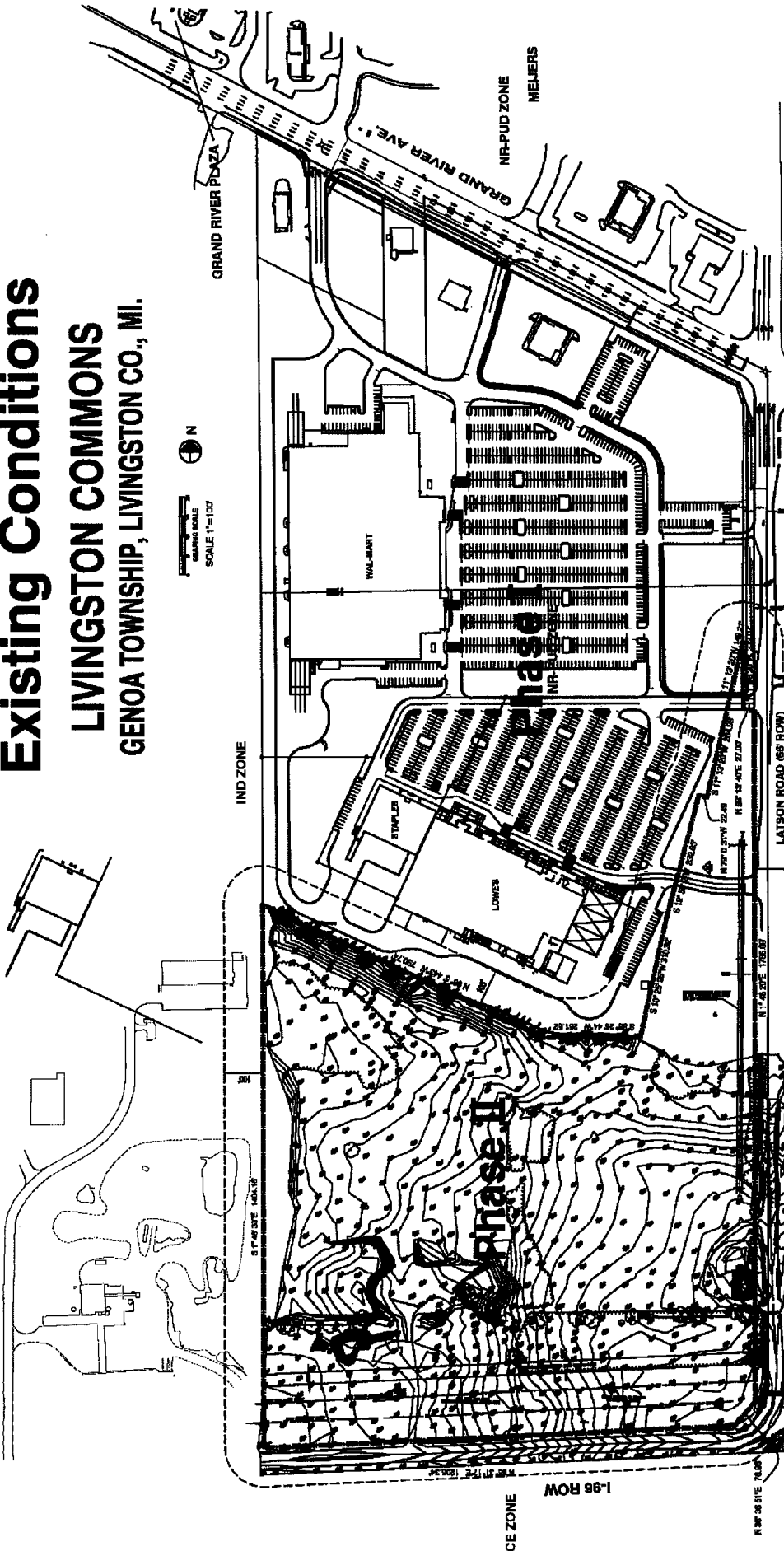
RG Properties

8185 OLD YANKEE ROAD, SUITE B
DAYTON, OHIO 45466
TEL 937/434-7218
FAX 937/434-0824



STANFORD R. JOSEPH, AIA ARCHITECT
MICHIGAN PROFESSIONAL ARCHITECT
NO. 13739

Existing Conditions
LIVINGSTON COMMONS
GENOA TOWNSHIP, LIVINGSTON CO., MI.



SCALE 1"=100'

IND ZONE

CE ZONE

1-98 ROW

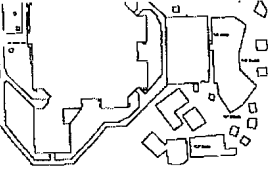
N 37' 12' 30" E 50.0' STIP 37' 00" X 100.0' 1989

N 88' 02' 40" E 37.00' 2000

N 17' 48' 00" E 1788.00' 1989

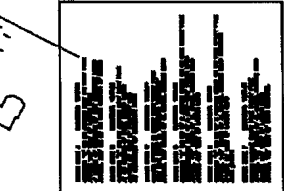
PRF ZONE

RR ZONE



LEGEND

	100' EASEMENT
	50' EASEMENT
	25' EASEMENT
	10' EASEMENT
	5' EASEMENT
	1' EASEMENT
	0.5' EASEMENT
	12' EASEMENT
	20' EASEMENT
	30' EASEMENT
	40' EASEMENT
	60' EASEMENT
	75' EASEMENT
	80' EASEMENT
	100' EASEMENT
	150' EASEMENT
	200' EASEMENT
	250' EASEMENT
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	3000' EASEMENT
	3100' EASEMENT
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	3600' EASEMENT
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	3800' EASEMENT
	3900' EASEMENT
	4000' EASEMENT
	4100' EASEMENT
	4200' EASEMENT
	4300' EASEMENT
	4400' EASEMENT
	4500' EASEMENT
	4600' EASEMENT
	4700' EASEMENT
	4800' EASEMENT
	4900' EASEMENT
	5000' EASEMENT



RG Properties
 8155 OLD YANKEE ROAD, SUITE B
 DAYTON OHIO 45468
 TEL 937/434-7318
 FAX 937/434-0824



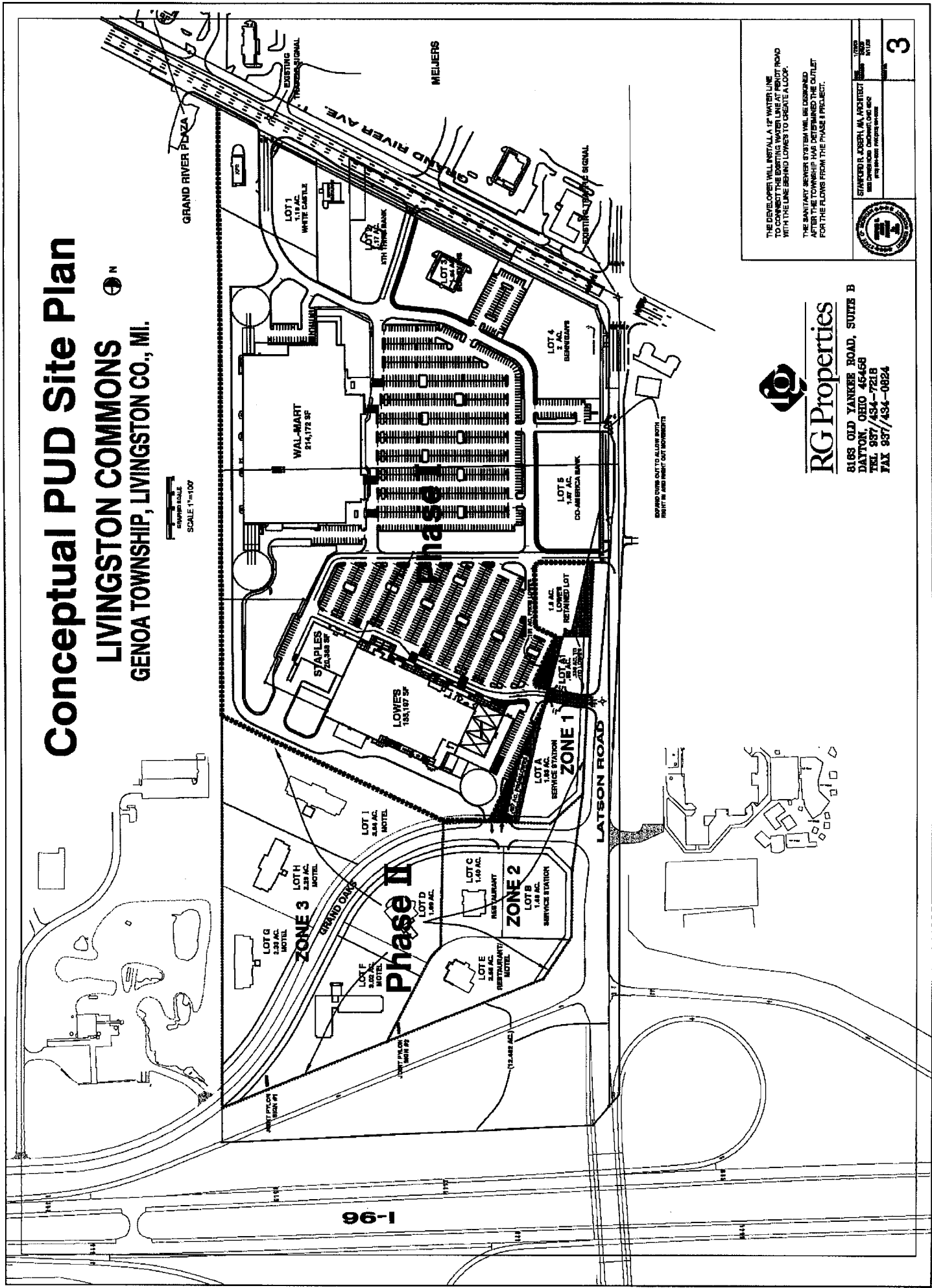
STYFORD L. JOSEPH, AN ARCHITECT
 REGISTERED PROFESSIONAL SURVEYOR
 1989 **2**

Conceptual PUD Site Plan

LIVINGSTON COMMONS

GENOA TOWNSHIP, LIVINGSTON CO., MI.

GRAPHIC SCALE
SCALE 1"=100'



RG Properties
 8165 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 FRONT ROAD WITH THE LINE BEHIND LOWES TO CREATE A LOOP.
 THE SANITARY SERVICES SYSTEM WILL BE DESIGNED AND CONSTRUCTED TO PROVIDE A SANITARY OUTLET FOR THE FLOWS FROM THE PHASE I PROJECT.



STAFFORD R. JORBER, MA, ARCHITECT
 1200 N. WILSON
 DAYTON, OHIO 45415
 3

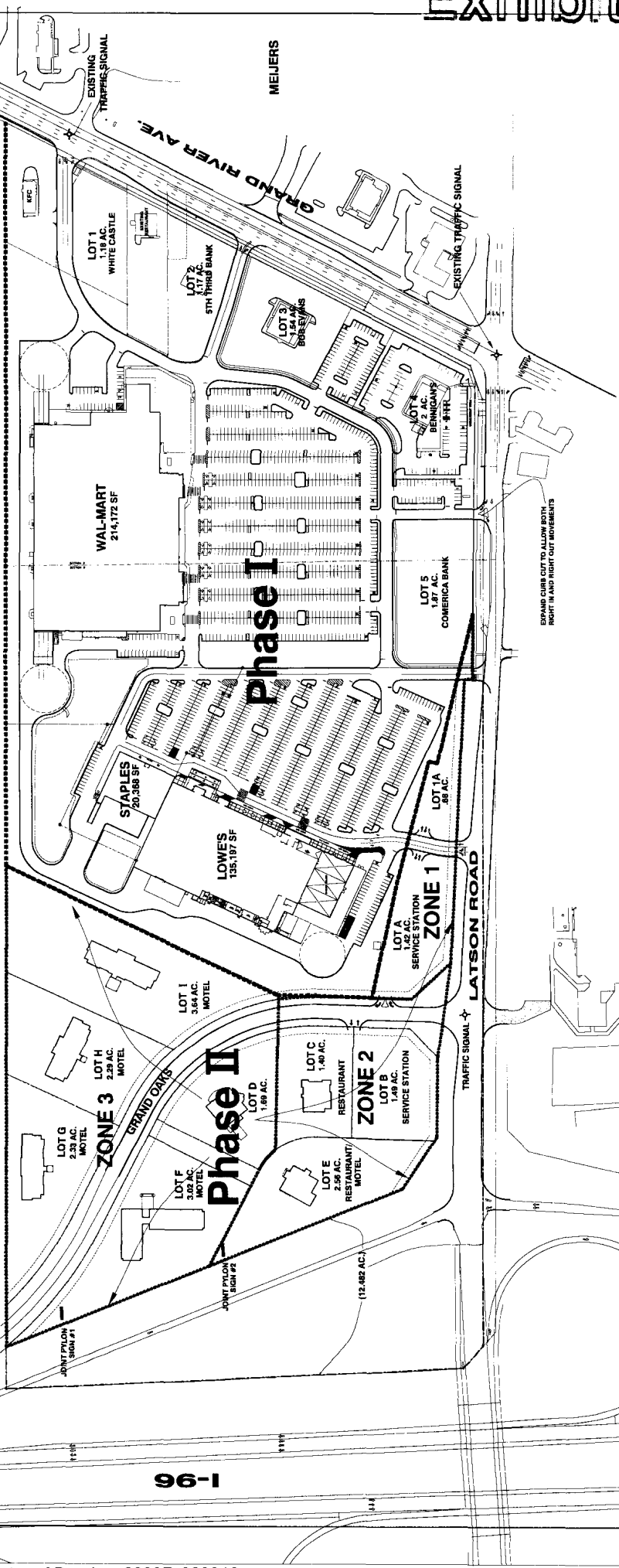
Conceptual PUD Site Plan

LIVINGSTON COMMONS

GENOA TOWNSHIP, LIVINGSTON CO., MI.



GRAPHIC SCALE
SCALE 1"=100'



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 LOWES 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.

DATE	1/20/09
BY	STANFORD L. JOSEPH, AN ARCHITECT
PROJECT NO.	24009
CLIENT	GENOA TOWNSHIP
SCALE	1"=100'
NO.	3

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



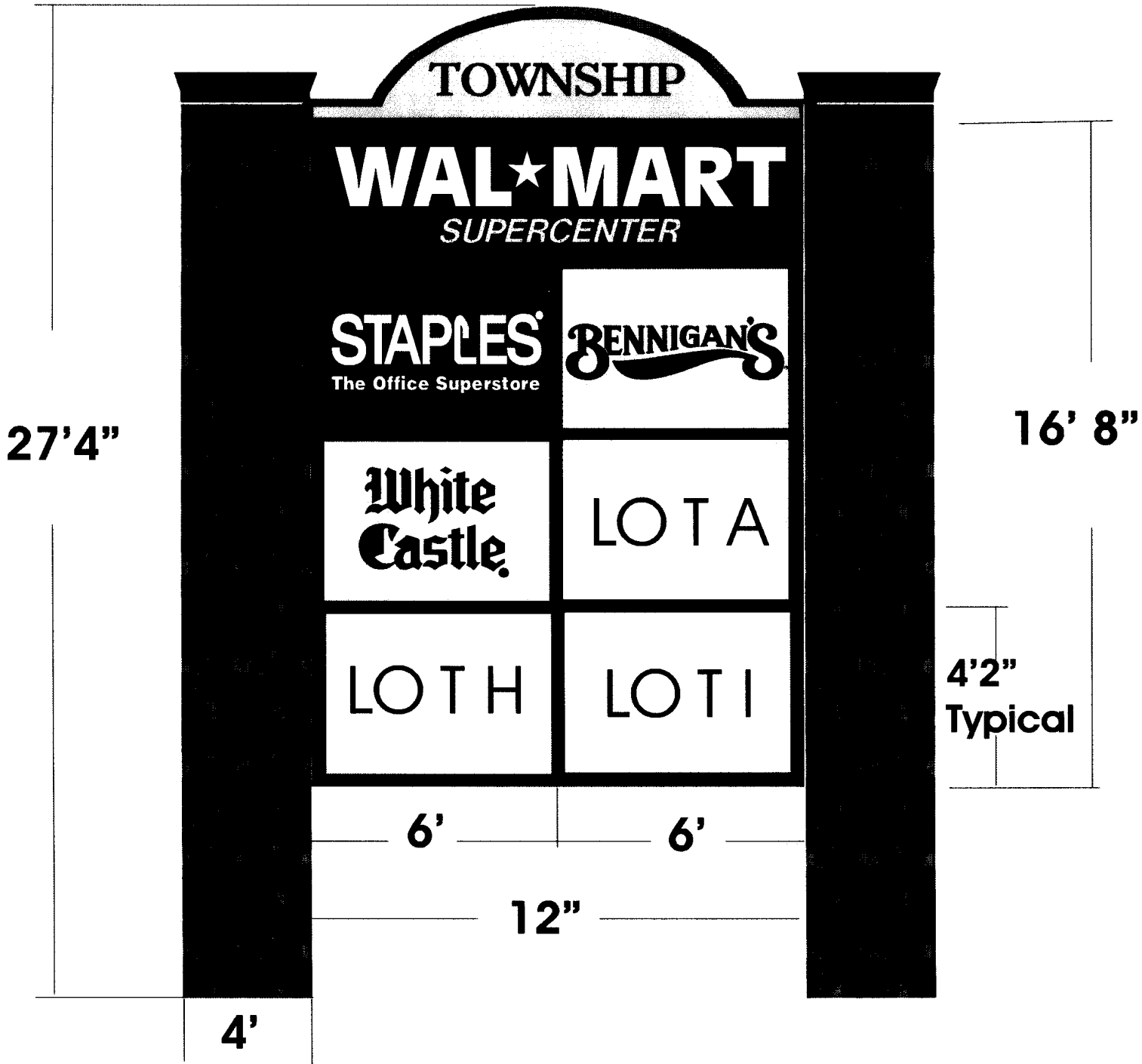
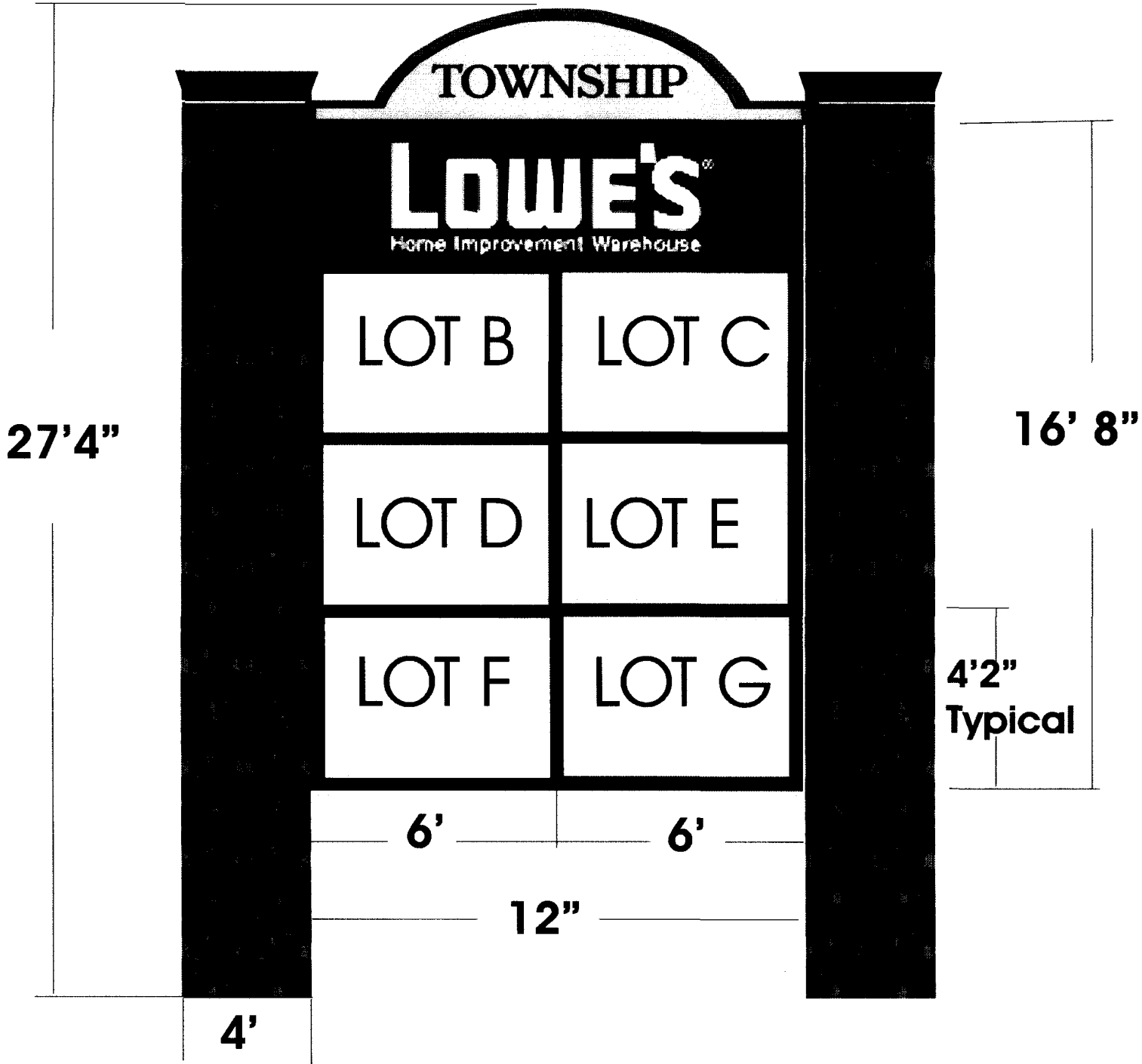


Exhibit E



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

7402 Westshire Dr.
Suite 110
Lansing, MI
48917
ph: 517.627.1441
fax: 517.627.1433
www.ftch.com

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) = 27 ACRES
 COMPOUND RUNOFF COEFFICIENT C = 0.30
 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	48548	1320	47228
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 $Q_o = q \times A$ where q = permissible discharge rate per acre of tributary area . ($q = 0.20$ cfs/acre)

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.

02/21/05

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 agrees and undertakes, at its own cost and expense, to construct and erect the original Entrance Landmark in the Landmark Area in accordance with the design and appearance set forth in EXHIBIT C. Temporary access and construction easements as needed to permit Developer to construct the Entrance Landmark in ROW Parcel as

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,

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 WITNESS 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

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

By: _____
Randall L. Gunlock
Its: Managing Member

By: _____
Name: _____
Its: _____

GCG HOWELL, LLC
a Michigan limited liability company

By: _____
Glenn C. Gunlock
Its: Managing Member

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

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