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SALLY REYNOLDS
REGISTER OF DEEDS
LIVINGSTON COUNTY, MI 48843
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STATE OF MICHIGAN
COUNTY OF LIVINGSTON
GENOA CHARTER TOWNSHIP

PLANNED UNIT DEVELOPMENT AGREEMENT

THIS PLANNED UNIT DEVELOPMENT AGREEMENT is made and entered into on this 20th day of October, 2015, by CLEARY UNIVERSITY, a Michigan non-profit corporation, 3750 Cleary Drive, Howell, Michigan 48843, (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 certain real property, identified by six (6) parcel identifications, situated in the Township of Genoa, County of Livingston, State of Michigan, more particularly described on Planned Unit Development Site Plan, Property Description (Exhibit A).

The Owner currently occupies 5 buildings on the Property and is constructing a sixth building to house student apartments.

The Township desires the establishment of a land use plan setting forth authorized land uses, and the Owner likewise desires to establish a plan setting forth the manner in which the Property may be developed in the future.

The Owner has submitted a proposal for a preliminary conceptual land use plan for the future development of the Property (Exhibit B). The Township has reviewed and recommended revisions, which have been incorporated in the general land use plan by Owner. The Township Planning Commission recommended approval of the preliminary conceptual land use plan on the 10th day of August, 2015. The Township Board approved the preliminary land use plan on the 21st day of September, 2015.

The Township Planning Commission and Township Board, in strict compliance with the Township Zoning Ordinance and with Act 184 of the Public Acts of 1943, as amended, reclassified the Property as a Mixed Use Planned Unit Development (MUPUD) District, finding that such classification properly achieved the purposes of Article 10 of the Township's Zoning Ordinance (as amended), including the encouragement of innovation in land use, the preservation of open space in areas in order to achieve compatibility with adjacent 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 Mixed Use Planned Unit Development District and the PUD Plan are consistent with the adopted Corridor Plan and Master Plan.

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

NOW, THEREFORE, OWNER AND TOWNSHIP, in consideration of the mutual promises contained in 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 Property by Owner's, successors, assigns and transferees as long as the Property remains a college or university.
- 1.3 The PUD Concept Plan, attached as Exhibit B, has been duly approved by the Township in accordance with all applicable Township ordinances, and depicts the land uses which will be permitted and which may be developed on the Property. All formal actions necessary or expedient to carry out this Agreement shall be taken by the parties without undue delay subject to Section 2.2 below.
- 1.4 Except as specifically provided for in this Agreement, final site plans shall 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 should be processed as outlined in the Ordinance.
- 1.5 The PUD Concept Plan attached as Exhibit B identifies the location and configuration of the authorized land uses that may be developed on the Property subject to the following:
 - A. All uses authorized in the respective zoning classifications of the Township Zoning Ordinance on the date of this Agreement set forth in the PUD plan and Exhibit C, entitled "Land Uses", are authorized.
 - 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 subject to Section 2.3 below. All development shall be subject to Final PUD Site Plan and land division approval. In addition:

1. The Owner shall not be entitled to any modification which substantially increases the impact upon adjoining properties or facilities without approval of the Township.
 2. The Owner shall not be entitled to make any other substantial changes without the approval of the Township.
- 1.6 This Agreement, including the uses approved on the PUD Plan, are for the benefit of the Property, and shall run with the Property, and shall bind and inure to the benefit of the successors, assigns and transferees of the parties to this Agreement. Zoning classifications provided for in this PUD are: PRF – Public & Recreational Facilities; HDR – Heavy Density Residential; OSD – Commercial and Service Districts; NSD – Neighborhood Services District; and GCD – General Commercial District.

ARTICLE II. LAND USE AUTHORIZATIONS

- 2.1 The Planned Unit Development shall include a land use authorization for the uses described in Exhibit C attached.
- 2.2 The Property is intended to be developed in stages or phases. The Owner shall determine the timing and order of development. At the time the Owner is 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 (including how traffic will differ from the original projected traffic) 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" (as defined in the Original Agreement) which are inconsistent with this Agreement unless the Concept Plan as set forth herein is materially altered at the request of the Owner.
- 2.3 A minimum twenty five percent (25%) of the site shall be open space. Such open space shall be dispersed throughout the site and linked through greenway or pedestrian corridors or located along road frontages. A minimum of 50% of the required open space shall be usable upland area. (Zoning Ordinance Section 10.03.03(b))
- 2.4 If a use authorized under the Township's Zoning Ordinance as a special land use is proposed on the Property, such use must be applied for and authorized as provided in the Zoning Ordinance.
- 2.5 Nothing whatsoever provided in the Agreement shall be constructed so as to prevent Owner from seeking major and/or minor changes to the PUD Plan in accordance with the applicable provisions of the Zoning Ordinance.

ARTICLE III. CURB CUTS AND OFF-SITE TRANSPORTATION IMPROVEMENTS

- 3.1 The establishment of curb cuts and driveways to public thoroughfares from the PUD Property shall be limited and restricted for the purpose of reducing the number of

turning movements to and from the Property. Therefore, the number and general location of entrances to the site from adjacent public thoroughfares shall be fixed in the manner specified on the PUD Plan unless property acquisition affords the opportunity for additional access points.

3.2 Off-Site Improvements in Public Right of Way.

The recently opened Latson Road interchange at I-96, the proposed rebuilding of Grand Oaks Drive and additional commercial development of properties adjacent to the Property may all have impact on traffic, access points and pedestrian access to and through the Property. Therefore,

- A. A traffic impact study shall be conducted prior to any proposed new construction beyond the two student apartment buildings, one of which is currently under construction, to evaluate the impact of construction within the scope of the campus master plan at each access point and existing adjacent major intersections. The traffic study shall include methods to mitigate impacts acceptable to the Township.
- B. Access shall be limited to the two existing major entrances on Grand River and Grand Oaks unless property acquisition affords the opportunity for additional access points .
- C. Interior drives shall provide circulation between the various uses.
- D. Stacking or queuing depth at site access points shall be sufficient to accommodate expected peak hour volumes to minimize conflict with inbound and internal circulation.
- E. An internal pedestrian circulation system shall be provided along internal road network within the PUD and along Grand River.

ARTICLE IV. INTERNAL ROAD NETWORK

- 4.1 An internal system of vehicular private roads shall be planned and established throughout the PUD as approval of the development of respective portions take place. Internal roads shall be designed to permit vehicular access between and among users of the Property and minimize traffic movements onto adjoining public roads. The precise location and design of the overall system of private roads shall be reviewed and authorized as each site plan for a portion of the overall PUD is proposed for development. Such review shall be based upon the objective of establishing a workable plan for the entire property.

ARTICLE V. DRAINAGE

- S.1 The system of drainage on the Property, including drainage detention, as applicable, shall be designed so as to be coordinated throughout the PUD and shall be subject to Township and Livingston County Drain Commissioner review and approval as each site plan for a portion of the overall PUD is proposed for development. Any ponds in view

from the public right-of-way shall be designed to have a naturalistic appearance or be enhanced to be maintained as ornamental ponds.

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 of the development, including the utilities, landscaping and lighting. Landscaping and signage at entry points shall be designed and maintained to present "gateway" entries to campus.
- 6.2 A pedestrian network shall be constructed as each phase of development on the Property is constructed, with the intent of connecting all pedestrian components of the PUD on the Property, and connecting walkways at the property line.
- 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 roads.
 - B. The parking lot configuration, sizes and quantities of stalls, shall be accepted as shown on the final site plan as approved by the Township.
 - C. Pedestrian pathways and open spaces shall incorporate ornamental lighting where appropriate and conducive to safety and security on campus.

ARTICLE VII. DESIGN OF BUILDING AND SIGNS

- 7.1 The architecture, building materials, colors and shapes of all buildings shall promote and encourage a development that incorporates varying building lines, natural earth tone construction materials and other elements to promote an aesthetically pleasing, cohesive environment and shall comply with zoning ordinance. Large walls shall include varying building lines, setbacks, color accents, windows or other elements. Each site plan will include a narrative or illustration(s) that demonstrate the design will be consistent with, or complement architecture of the other sites.
- 7.2 **Structure Height:** The campus Conceptual Plan includes construction of a central clock and/or bell tower that may exceed the current structure height limitation. Future administration and/or student housing structures may also be proposed to exceed current height limitations. These buildings will be located more than 500' from the two public roads adjacent to campus and set among tall, mature trees.

- 7.3 Signage: Wayfinding signage shall be uniformly designed and Cleary University branded, providing direction and information. Building signage shall have individual letters (not panels). To facilitate building recognition when there are multiple vehicle routes of approach to a building, appropriate building signage may be affixed to more than one façade. Signs on each façade will comply with zoning ordinance requirements relating to height, area and design.
- 7.4 Landscaping and site lighting: The landscaping within the PUD shall demonstrate consistency in terms of design and materials. Parking lot lighting shall be consistent throughout the PUD. Street and walkway lighting shall be consistent throughout the PUD and comply with zoning ordinance. Athletic field lighting will be designed and installed to light appropriate venues and limit spread of lighting beyond the athletic field venues.

ARTICLE VIII. UTILITIES

- 8.1 All buildings must connect to the community water system. The internal water main plan shall be completed prior to or concurrent with the approval of any site plan. The Township does not guarantee public utility availability without adequate planning and approval of the Township Engineer.
- 8.2 Future development of the PUD shall provide a looped connection with the existing water main to the East at the direction of the Township Engineer.
- 8.3 The Owner shall, at the Owner's expense, go through the Impact Determination Process, as set forth in the Township's MHOG Connection Manual, as part of the site plan approval for the second phase of student housing. The Owner acknowledges that impacts to the MHOG utility system may result in the requirement to install additional upgrades beyond the scope of the proposed project to ensure reliable service for the entire development.
- 8.4 Fees, charges and costs for utilities shall be as set forth in the Genoa Township Equivalent User Table as applicable and as may be amended 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 tenant, 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 the 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 Section S03 of Public Act 110 of 2006, MCL 12S.3503.

THE PARTIES have executed this Planned Unit Development Agreement on the dates set below their names, to be effective on the date set on the first page of this agreement.

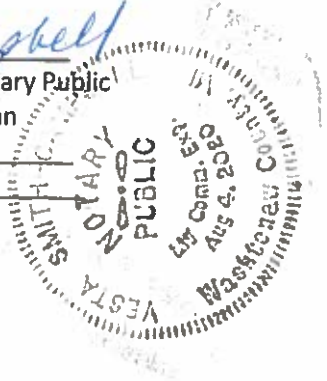
CLEARY UNIVERSITY
 A Michigan non-profit corporation
 By Jayson Boyers
 It's PRESIDENT
 Date: 10/2/15

STATE OF MICHIGAN)
)SS
 COUNTY OF Livingson)

This Agreement was acknowledged before me in Livingson County, Michigan, this 2 day of October, 2015, by JAYSON BOYERS, the PRESIDENT of Cleary University, a Michigan nonprofit corporation, on behalf of the corporation.

VESTA SMITH-CAMPBELL
 Notary Public - Michigan
 Washtenaw County
 My Commission Expires Aug 4, 2020
 Acting in the County of Livingson

Vesta Smith-Campbell
 _____, Notary Public
 _____ County, Michigan
 My Commission Expires: _____
 Acting in the County of _____




GENOA CHARTER TOWNSHIP
a Michigan municipal corporation

By: 
Its: Supervisor GARY MCCRIRE Ti (Jed)

Date: 10/5/15

STATE OF MICHIGAN)
)SS
COUNTY OF LIVINGSTON)

This Amendment was acknowledged before me in LIVINGSTON County, Michigan, this 5th day of October, 2015, by GARY T. MCCRIRE, the SUPERVISOR of Genoa Charter Township, a Michigan municipal corporation, on behalf of the corporation.


Kelly VanMarter, Notary Public
LIVINGSTON County, Michigan
My Commission Expires: 3/8/2020
Acting in the County of LIVINGSTON

DRAFTED BY AND WHEN RECORDED
RETURN TO:


 Frank J. Mancuso, Jr., Esq.
Mancuso & Cameron, PC
722 E. Grand River Ave.
Brighton, Michigan 48116

Exhibit A
Property Description

4711-05-301-004 (vacant Grand Oaks Drive - 2.24 acres, zoned IND): Lot 4 of the Grand Oaks Commercial Park

4711-05-302-005 (vacant Grand Oaks Drive - 1.51 acres, zoned IND): Lot 5 of the Amended Plat for the Grand Oaks Commercial Park

4711-05-302-011 (955 Grand Oaks Drive – 2.54 acres, zoned IND): Lots 6 and 7 of the Amended Plat for the Grand Oaks Commercial Park

T2N
R5E

4711-05-400-012 (3768 Grand River Avenue – 0.69 acres, zoned OSD): Commencing at the southeast corner of Section 5 thence north 583.87 feet thence north $64^{\circ}04'39''$ west along the southerly right of way line for Grand River Avenue 1422.26 feet to the point of beginning thence south 210 feet thence north $60^{\circ}51'00''$ west 193.36 feet northeasterly on an arc right, arc length of 56.19 feet with a radius of 230 feet and central angle of $13^{\circ}59'53''$ and chord bears north $13^{\circ}49'02''$ east, 56.05 feet thence north $20^{\circ}49'00''$ east 133.33 feet to the southerly right of way line of Grand River Avenue thence south $60^{\circ}41'00''$ east 130 feet to the point of beginning.

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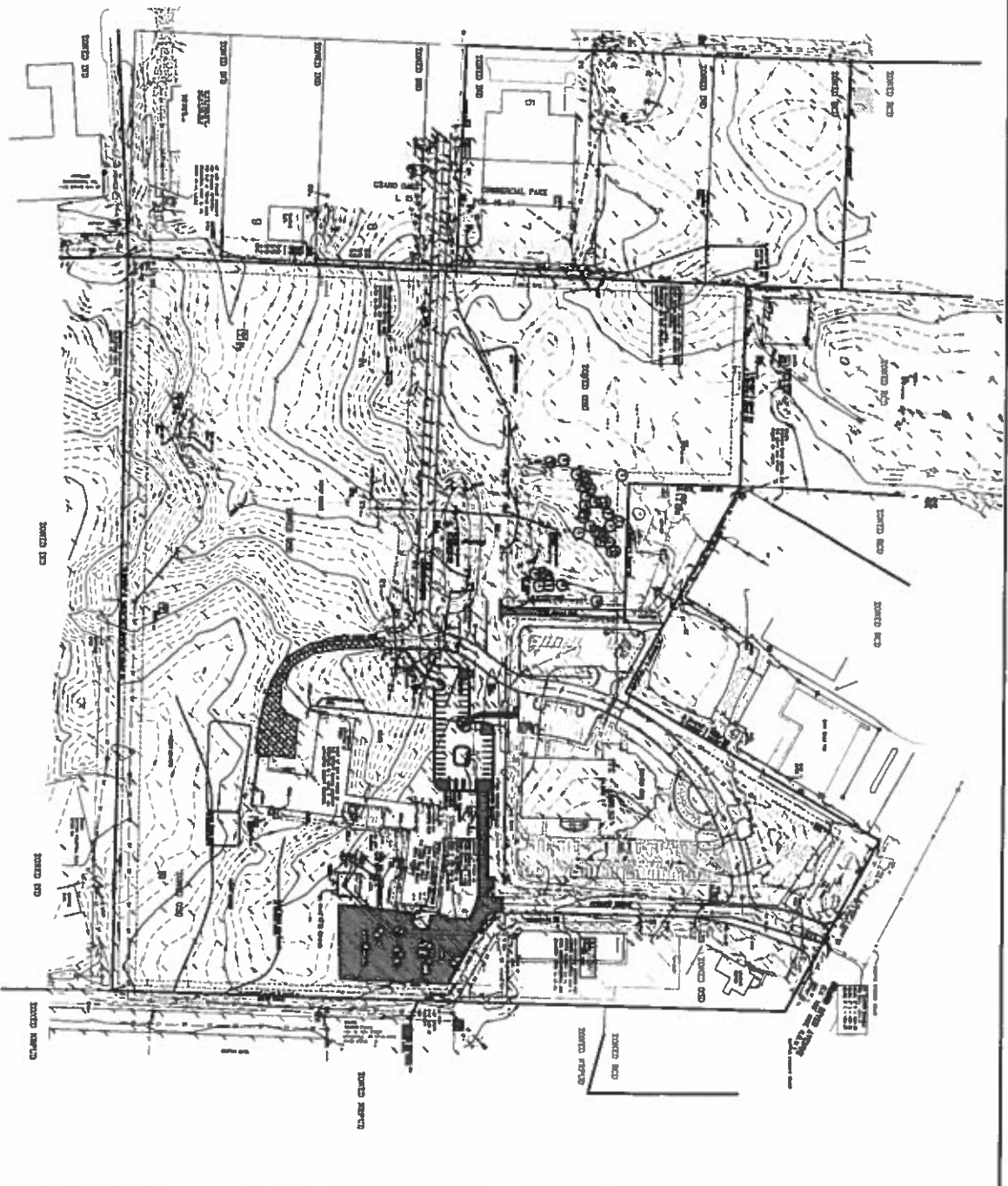
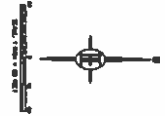
4711-05-400-024 (3760 Cleary Drive – 1.4 acres, zoned OSD): Commencing at the southeast corner of Section 5 thence north 1° east 583.87 feet, thence north 64° west 1422.26 feet thence south 1° west 209.94 feet to the point of beginning, thence south 1° west 380.84 feet, thence north 60° west 194.49 feet, thence north 1° east 358.12 feet, thence north 4° east 22.18 feet, thence south 60° east 193.63 feet to the point of beginning.

T2N
R5E

(kd)

4711-05-400-062 (3700, 3725, 3728, 3730, 3744, 3750, 3752 Cleary Drive – 29.60 acres, zoned OSD): Commencing at the south quarter corner of Section 5 thence North $02^{\circ}17'10''$ east 1094.27 feet thence south $88^{\circ}40'22''$ east 352.37 feet thence south $01^{\circ}15'00''$ west 200 feet thence south $88^{\circ}31'00''$ east 243.35 feet thence north $01^{\circ}27'55''$ east 72 feet thence south $60^{\circ}51'00''$ east 137.35 feet thence north $29^{\circ}12'13''$ east 522.97 feet thence south $60^{\circ}48'55''$ east 215.44 feet thence south $20^{\circ}42'05''$ west 133.37 feet thence southerly on an arc left with chord bearing south $11^{\circ}02'04''$ west 77.24 feet thence south $01^{\circ}22'04''$ west 358.87 feet thence south $60^{\circ}51'00''$ east 193.29 feet thence south $01^{\circ}32'54''$ west 598.48 feet thence north $89^{\circ}16'17''$ west 1282.22 feet to the point of beginning.

Exhibit B
PUD Concept Plan



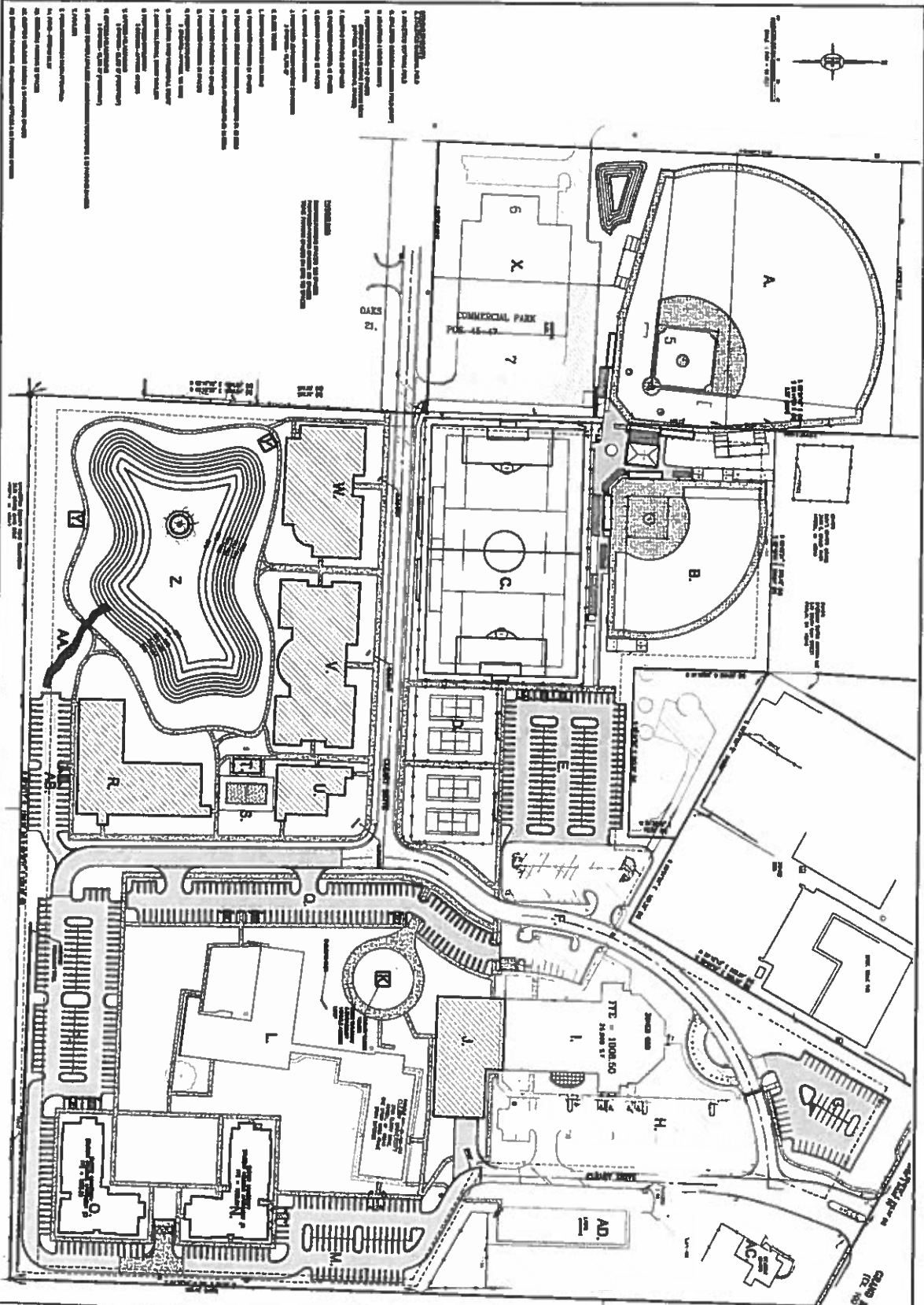
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CLEARY UNIVERSITY MIXED USE P.U.D.
 PROJECT NO. 11-0001
CLEARY UNIVERSITY
 3700 BILLYE ROAD
 HOWELL, NJ 08854
 (732) 717-1000

EXISTING CONDITIONS & DEMOLITION PLAN

BEBOSS
Engineering
 2121 E. GRAND ROAD AVE.
 HOWELL, NJ, 08842
 TEL: 732-748-1478 FAX: 732-748-1479

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- CONSTRUCTION NOTES:**
1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE IBC AND ALL APPLICABLE LOCAL ORDINANCES.
 2. ALL UTILITIES SHALL BE DEPTH MARKED AND PROTECTED.
 3. ALL EXISTING UTILITIES SHALL BE MAINTAINED AND PROTECTED.
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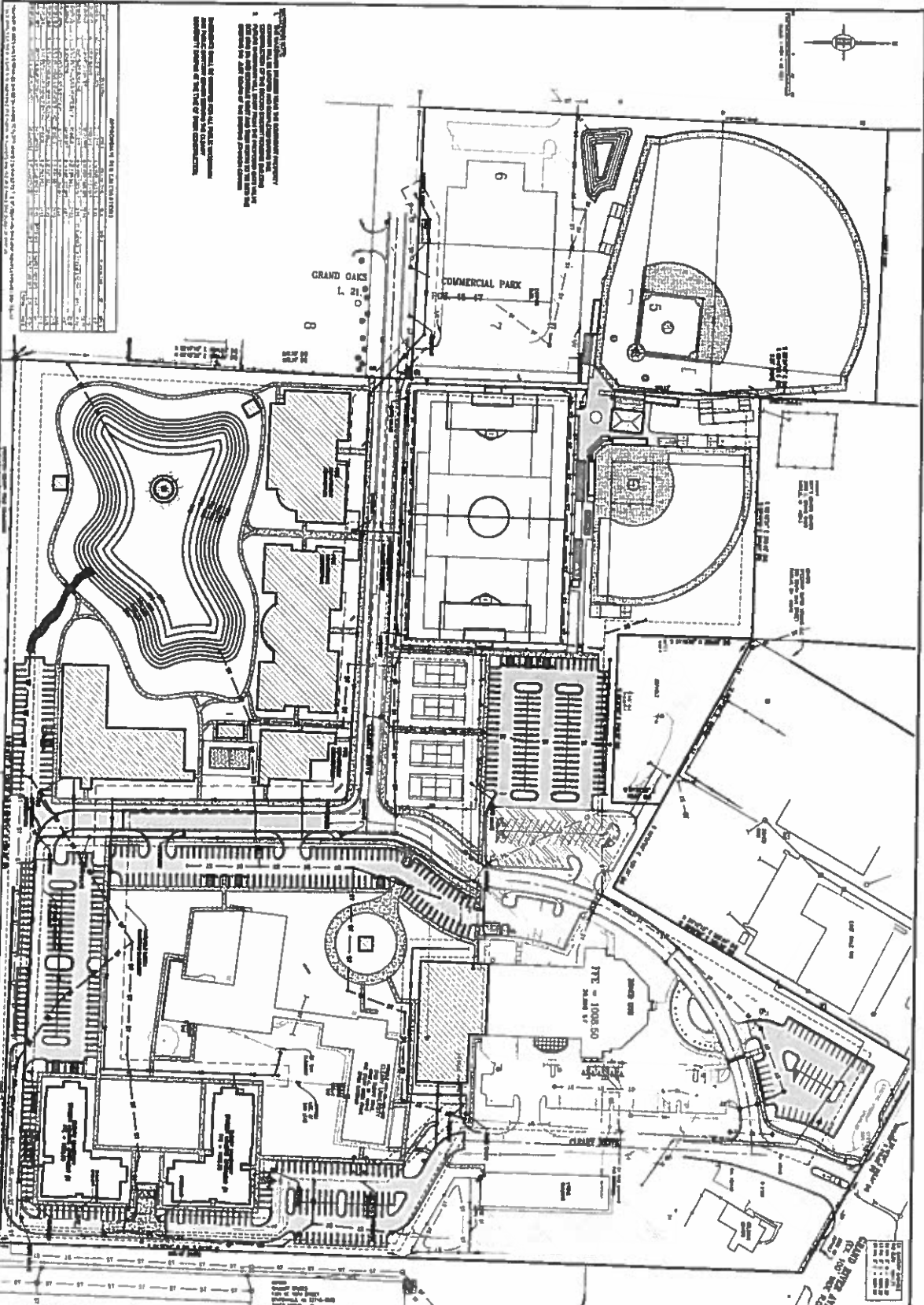
CLEARY UNIVERSITY MIXED USE P.U.D.
CLEARY UNIVERSITY
 1000 S. GRAND AVENUE
 HOWELL, MI 48843
 (517) 524-2000

OVERALL SITE PLAN

BEBOSS
 Engineering
 3121 S. GRAND RIVER AVE.
 HOWELL, MI 48843
 517.341.6726 FAX 517.648.1670

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100	REVISION	11/20/2014	REB

ALL UTILITIES SHOWN ARE BASED ON RECORD DRAWINGS AND FIELD SURVEY. THE DESIGNER ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF THE UTILITIES SHOWN. THE USER OF THIS PLAN SHALL VERIFY THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION.



NO.	DESCRIPTION	DATE	BY
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CLEARY UNIVERSITY MIXED USE P.U.D.
 11/20/2014
CLEARY UNIVERSITY
 3150 CLEARY DRIVE
 HOWELL, MI 48843
 (734) 717-8200

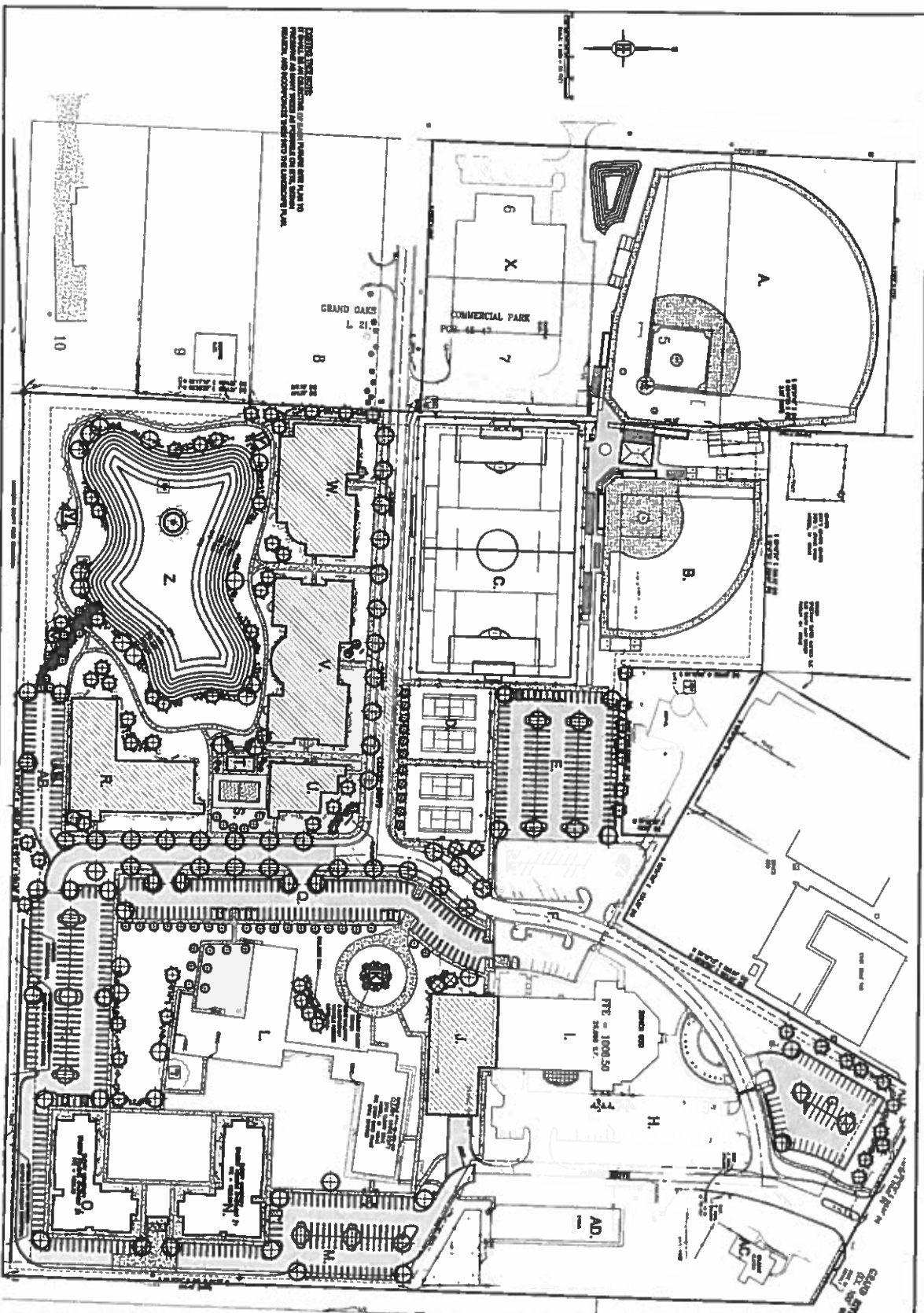
UTILITY PLAN

REBOSS
Engineering
 Michigan Computer Planning Landscape-Architecture
 3151 S. GRAND KINGS AVE.
 HOWELL, MI 48843
 500.248.6726 FAX 517.248.1679

THE USER OF THIS PLAN SHALL VERIFY THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION. THE DESIGNER ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF THE UTILITIES SHOWN.

11/20/2014 11:00 AM
 REB

10/11/2010 10:00 AM



NOT TO SCALE
 THIS PLAN IS A PRELIMINARY DESIGN AND IS SUBJECT TO CHANGE WITHOUT NOTICE.
 ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.

NO.	DATE	DESCRIPTION	BY	CHKD.
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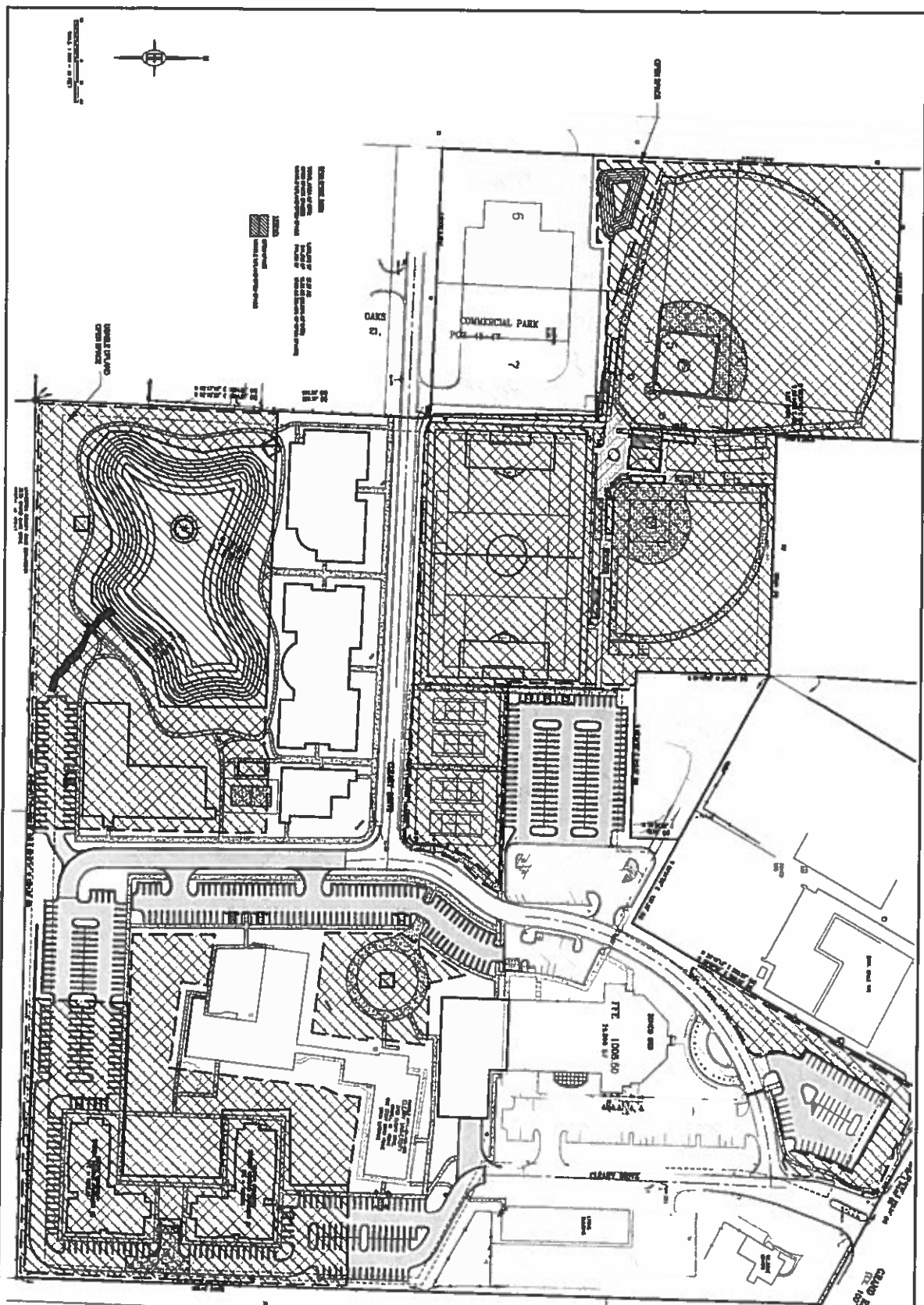
CLEARY UNIVERSITY MIXED USE P.U.D.
 CLEARY UNIVERSITY
 2100 GRAND OAKS
 FOWLER, MI 49731
 (734) 747-0000

LANDSCAPE PLAN

BEBOSSEngineering
 2121 S. GRAND RIVER AVE.
 HOWELL, MI 48840
 517.946.6736 FAX 517.946.1670

THIS PLAN IS A PRELIMINARY DESIGN AND IS SUBJECT TO CHANGE WITHOUT NOTICE.
 ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE AND FEDERAL AUTHORITIES.
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10/11/11 through the use of the computer program



NO.	DATE	DESCRIPTION
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CLEARY UNIVERSITY MIXED USE P.U.D.
 REVISED PLAN
CLEARY UNIVERSITY
 2700 CLEARY DRIVE
 HOWELL, MI 48843
 (517) 933-8200

BEBOSS
Engineering
 Michigan Registered Professional Land Surveyors
 3121 S. GRAND RIVER AVE.
 HOWELL, MI 48843
 810.346.6735 Fax 810.346.1870

THIS PLAN IS THE PROPERTY OF BEBOSS ENGINEERING AND SURVEYING, INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF BEBOSS ENGINEERING AND SURVEYING, INC. THE USER OF THIS PLAN AGREES TO HOLD BEBOSS ENGINEERING AND SURVEYING, INC. HARMLESS FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, THAT MAY BE ASSERTED AGAINST BEBOSS ENGINEERING AND SURVEYING, INC. BY ANY THIRD PARTY AS A RESULT OF THE USER'S USE OF THIS PLAN.

DATE: 10/11/11
 DRAWN BY: J. BEBOSS
 CHECKED BY: J. BEBOSS
 APPROVED BY: J. BEBOSS

Exhibit C:
Land Uses

Cleary University
PUD Agreement

Description	Zoning
Multiple Family Residential	HRD
Child Care Centers	OSD
Commercial Indoor recreational facilities	PRF
Recreation indoor golf or softball	GCD
Health clubs, fitness centered, gyms and aerobic clubs	GCD
Parks, common greens, plazas, public gathering places and open space	OSD
Private non-commercial institutional or community recreation facilities	PRF
Public Arenas, stadiums and skating rinks	PRF
Art galleries, libraries, museums, memorials and monuments	PRF
Colleges	PRF
Dormitories or student apartments accessory to a college	PRF
Offices up to 55,000 square feet of gross floor space	OSD
Retail uses up to 15,000 square feet gross floor area	NSD
Banquet halls, assembly halls	GCD
Conference Centers	RCD
Restaurants with outdoor seating	GCD
Standard restaurants and coffee shops	NSD

LAW OFFICES OF
MANCUSO & CAMERON, P.C.
ATTORNEYS AND COUNSELORS

FRANK J. MANCUSO, JR.
DOUGLAS D. CAMERON

VICTORIA L. LESNER
BRUCE A. MAYRAND, JR., of Counsel

November 10, 2015

Kelly VanMarter
Genoa Township
2911 Dorr Road
Brighton, MI 48116

RE: Cleary University PUD

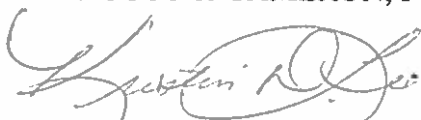
Dear Ms. VanMarter,

Enclosed please find the Planned Unit Development Agreement signed on October 2nd, 2015 and recorded with the Livingston County Register of Deeds on October 19, 2015. We are sending you the original for your files and have kept a copy of the document for our files.

Please feel free to contact our office if you should have any questions. Enjoy your day!

Sincerely,

MANCUSO & CAMERON, PC



Kristin D. Lee

KDL

Enclosure