

**MEYER, KIRK, SNYDER & SAFFORD, PLLC**

A PROFESSIONAL LIMITED LIABILITY COMPANY  
ATTORNEYS AND COUNSELLORS AT LAW

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DETROIT OFFICE  
615 GRISWOLD AVENUE, SUITE 1400  
DETROIT, MICHIGAN 48226  
(313) 961-1261

February 7, 2000

Bruce T. Wallace, Esq.  
Hooper, Hathaway, Price, Beuche & Wallace  
126 South Main Street  
Ann Arbor, Michigan 48104-1945

RE: Chem-Trend property

Dear Bruce:

Enclosed for your information is a copy of the Warranty Deed by which Mrs. Lorentzen acquired title to approximately 1.3 acres of the Dart Energy property. Also enclosed is a drawing of the two (2) parcels which combine to form the 1.3 acres Mrs. Lorentzen acquired. We are in the process of obtaining a lot reconfiguration for the Chem-Trend property which will have the effect of "marrying" these two new parcels into the Chem-Trend property description.

At your convenience, please give us a call to discuss the proposed Second Amendment to the Lease which we previously forwarded to you by letter of January 25, 2000.

We look forward to hearing from you in this regard.

Very truly yours,

  
John M. Kirk

JMK/kah  
Enclosures

cc: Mrs. Birgit S. Lorentzen (w/ encls)

## WARRANTY DEED

In consideration of the sum of Seven Thousand Dollars (\$7,000.00), the receipt and adequacy of which are hereby acknowledged, Dart Energy Corporation, a Michigan corporation, whose address is 600 Dart Road, Mason, MI 48854 ("Grantor"), hereby conveys and warrants to Birgit S. Lorentzen, a single woman, whose address is 388 Au Sable Place, Ann Arbor, Michigan 48104 ("Grantee"), the premises located in Genoa Township, Livingston County, Michigan described on Exhibit A attached hereto and made a part hereof (the "Subject Property"), subject to those matters of record, all special assessments and the following restrictions, covenants and easement:

1. Except as set forth in the following paragraph 2, neither Grantee nor anyone claiming an interest in the subject property through Grantee shall construct any improvements or conduct any commercial or industrial business purposes upon the subject property without the prior written approval of Ravines of Rolling Ridge, L.L.C., a Michigan limited liability company ("Ravines") which on or about the date hereof acquired from Grantor the property described on Exhibit B attached hereto, which approval may be withheld for any reason whatsoever or no reason. It is acknowledged that monitoring wells currently are located on the Subject Property and activities associated with maintaining and operating the monitoring wells, and other environmental response activities approved by the Michigan Department of Environmental Quality, shall not be limited by this paragraph.

2. Upon the prior written approval of Ravines, which approval shall not be unreasonably withheld or delayed, the owner of the Subject Property or a party which leases the subject property from owner of the Subject Property may construct a fence and landscaping on the subject property, provided that owner of the Subject Property shall be obligated to continually and perpetually maintain such fence and landscaping in a manner consistent with the structures and other improvements constructed from time to time upon the property described on Exhibit B.

3. Grantor hereby grants Ravines a temporary construction easement over, across and under the subject property for the purpose of the construction of roadways, utilities and other site improvements reasonably deemed necessary by Ravines in connection with the improvement of the property described on Exhibit B attached hereto. The temporary construction easement described herein shall expire on January 31, 2002, provided that if Ravines has not completed the improvements described in this paragraph 3 by such expiration date, upon written notice from Ravines to owner of the Subject Property, such temporary construction easement shall be extended until April 30, 2003. Ravines shall repair any damage caused by it or its contractors to the monitoring wells located on the Subject Property and restore the Subject Property to a reasonable condition upon completion of its activities.

The rights and benefits created hereunder in favor of Ravines are granted in consideration of certain agreements among Grantor, Grantee and Ravines. Such rights and benefits shall not run with the land described on Exhibit B attached hereto but may be assigned by Ravines, or its successors and assigns, to any person, including such association of condominium unit owners as may be established pursuant to the

Michigan Condominium Act, Act 59 of the Public Acts of 1978, in connection with the development of a condominium on the land described in Exhibit B and adjacent to the land conveyed by this Warranty Deed (the "Association"). If Ravines is no longer in existence and the rights hereunder have not been assigned by Ravines, then such rights shall be deemed without further action to be held by the Association.

The Grantor does not grant to the Grantee any right to make divisions under section 108 of the land division act, Act No. 288 of the Public Acts of 1967.

This property may be located within the vicinity of farm land or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan right to farm act.

Dated on January 28, 2000.

IN THE PRESENCE OF:

DART ENERGY CORPORATION,  
a Michigan corporation

By: [Signature]  
Charles E. Henderson  
Its: Secretary

[Signature]  
Janet Meisel-Voisine  
[Signature]  
Richard A. Barr

STATE OF MICHIGAN     )  
  ) ss.  
COUNTY OF OAKLAND    )

On January 28, 2000, before me personally appeared Charles E. Henderson, the Secretary of Dart Energy Corporation, a Michigan corporation, who executed the foregoing instrument on behalf of Dart Energy Corporation.

Janet Meisel-Voisine  
Notary Public, Oakland County, MI  
My Commission Expires May 1 2001

[Signature]  
Notary Public, \_\_\_\_\_ County,  
State of Michigan  
My Commission Expires: \_\_\_\_\_

DRAFTED BY:

Richard A. Barr, Esq.  
Dean & Fulkerson, P.C.  
801 W. Big Beaver, Ste. 500  
Troy, MI 48084  
(248) 362-1300 -

WHEN RECORDED RETURN TO:

John M. Kirk, Esq.  
Meyer, Kirk, Synder & Safford, PLLC  
100 West Long Lake Road, Ste. 100  
Bloomfield Hills, MI 48304  
(248) 647-5111

EXHIBIT A

17346615098 # 5 8

Exhibit A

Legal Description of Subject Property

PARCEL 1: DESCRIPTION OF 1.03 ACRE PARCEL:

Part of the Northwest Fractional 1/4 of Section 5, T2N-R5E, Genoa Township, Livingston County, Michigan, more particularly described as follows: Commencing at the North 1/4 Corner of Section 5; thence along the North-South 1/4 line of Section 5, S 02°10'44" W, 2966.00 feet, to the Center of Section 5; thence along the East-West 1/4 line of said Section 5, N 88°35'24" W, 1402.96 feet, to the intersection with the centerline of Grand River Avenue; thence along said centerline, N 60°39'00" W, 103.71 feet, to the POINT OF BEGINNING of the Parcel to be described; thence continuing along said centerline N 60°39'00" W, 130.00 feet; thence N 16°55'53" E, 340.00 feet; thence S 73°04'07" E, 126.96 feet; thence S 16°55'53" W, 367.96 feet, to the POINT OF BEGINNING; containing 1.03 acres, more or less and subject to the rights of the public over the existing Grand River Avenue. Also subject to any other easements or restrictions of record.

PARCEL 2: DESCRIPTION OF 0.28 ACRE PARCEL:

Part of the Northwest Fractional 1/4 of Section 5, T2N-R5E, Genoa Township, Livingston County, Michigan, more particularly described as follows: Commencing at the North 1/4 Corner of Section 5; thence along the North-South 1/4 line of Section 5, S 02°10'44" W, 2966.00 feet, to the Center of Section 5; thence along the East-West 1/4 line of said Section 5, N 88°35'24" W, 1402.96 feet, to the intersection with the centerline of Grand River Avenue; thence along said centerline, N 60°39'00" W, 233.71 feet; thence N 16°55'53" E, 603.46 feet, to the POINT OF BEGINNING of the Parcel to be described; thence N 60°12'44" W, 250.00 feet; thence S 86°18'18" E, 221.42 feet; thence S 02°04'43" W, 110.00 feet, to the POINT OF BEGINNING; containing 0.28 acres, more or less and subject to any easements or restrictions of record.

Note: Parcel 2 has no access to a Public or Private Road.

Bearings were established from a survey by Boss Engineering Company, Job No. 92087, Liber 1569, Pages 895-898, Livingston County Records.

September 2, 1999

Exhibit B

Legal Description of Land Owned by Ravines of Rolling Ridge, L.L.C.

Part of the Northwest fractional 1/4 of Section 5, T2N-R5E, Genoa Township, Livingston County, Michigan, more particularly described as follows: Commencing at the North 1/4 Corner of said Section; thence along the North-South 1/4 line of Section 5, S 02°10'44" W (previously recorded as S 00°11" E), 990.40 feet, to the Point of Beginning of the Parcel to be described; thence continuing along said Section line S 02°10'44" W, 967.98 feet; thence N 88°44'39" W, 1147.21 feet (previously recorded as S 89°01" W, 1145.07 feet); thence along the centerline of an Easement for Ingress and Egress as recorded in Liber 595, Page 595, Livingston County Records, S 02°04'43" W (previously recorded as S 00°11" E), 528.61 feet; thence continuing along said Easement centerline S 19°19'37" W (previously recorded as S 17°04" W), 5.78 feet; thence S 88°44'42" E, 1148.00 feet (previously recorded as N 89°01" E, 1146.78 feet); thence along the aforementioned North-South 1/4 line of Section 5, S 02°10'44" W, 501.63 feet (previously recorded as S 00°11" E, 500.00 feet) to the Center of Section 5; thence along the East-West 1/4 line of said Section, N 88°35'24" W, 1402.96 feet (previously recorded as S 89°01" W, 1395.26 feet) to the intersection of said East-West 1/4 line with the centerline of Grand River Avenue; thence along said centerline N 60°39'00" W, 233.71 feet (previously recorded as 230.19 feet); thence N 16°55'53" E, 603.46 feet (previously recorded as N 13°05'43" E, 603.02 feet); thence N 60°12'44" W (previously recorded as N 64°03'15" W), 350.00 feet; thence N 60°14'12" W, 500.17 feet (previously recorded as N 62°23' W, 500.00 feet); thence N 02°20'19" E, (previously recorded as North) 1324.53 feet; to a Point later referred to as Traverse Point "A"; thence continuing N 02°20'19" E, 227 feet, more or less, to the southerly water's edge of Earl Lake; thence continuing N 02°20'19" E, 136 feet, more or less, thence S 86°50'24" E, 216 feet, more or less, to the Easterly water's edge of said Earl Lake; thence continuing S 86°50'24" E, 890 feet, more or less, to Traverse Point "B", which lies N 74°53'45" E, 1159.21 feet from Traverse Point "A"; thence continuing S 86°50'24" E, 100.00 feet; thence S 02°10'44" W (previously recorded as S 00°11" E), 728.40 feet; thence S 87°48'00" E (previously recorded as S 89°29" E), 1000.00 feet, to the Point of Beginning; Containing 94.53 acres, more or less, and subject to the rights of the public over the existing Grand River Avenue. Together with the use of a 66 foot wide Easement for Ingress and Egress as recorded in Liber 595, Page 595 and Page 599, Livingston County Records. Subject to easements and restrictions of record, if any.

Less the property described on the following page

Description of property excluded from subject property:

PARCEL 1: DESCRIPTION OF 1.03 ACRE PARCEL:

Part of the Northwest Fractional 1/4 of Section 5, T2N-R5E, Genoa Township, Livingston County, Michigan, more particularly described as follows: Commencing at the North 1/4 Corner of Section 5; thence along the North-South 1/4 line of Section 5, S 02°10'44" W, 2966.00 feet, to the Center of Section 5; thence along the East-West 1/4 line of said Section 5, N 88°35'24" W, 1402.96 feet, to the intersection with the centerline of Grand River Avenue; thence along said centerline, N 60°39'00" W, 103.71 feet, to the POINT OF BEGINNING of the Parcel to be described; thence continuing along said centerline N 60°39'00" W, 130.00 feet; thence N 16°55'53" E, 340.00 feet; thence S 73°04'07" E, 126.96 feet; thence S 16°55'53" W, 367.96 feet, to the POINT OF BEGINNING; containing 1.03 acres, more or less and subject to the rights of the public over the existing Grand River Avenue. Also subject to any other easements or restrictions of record.

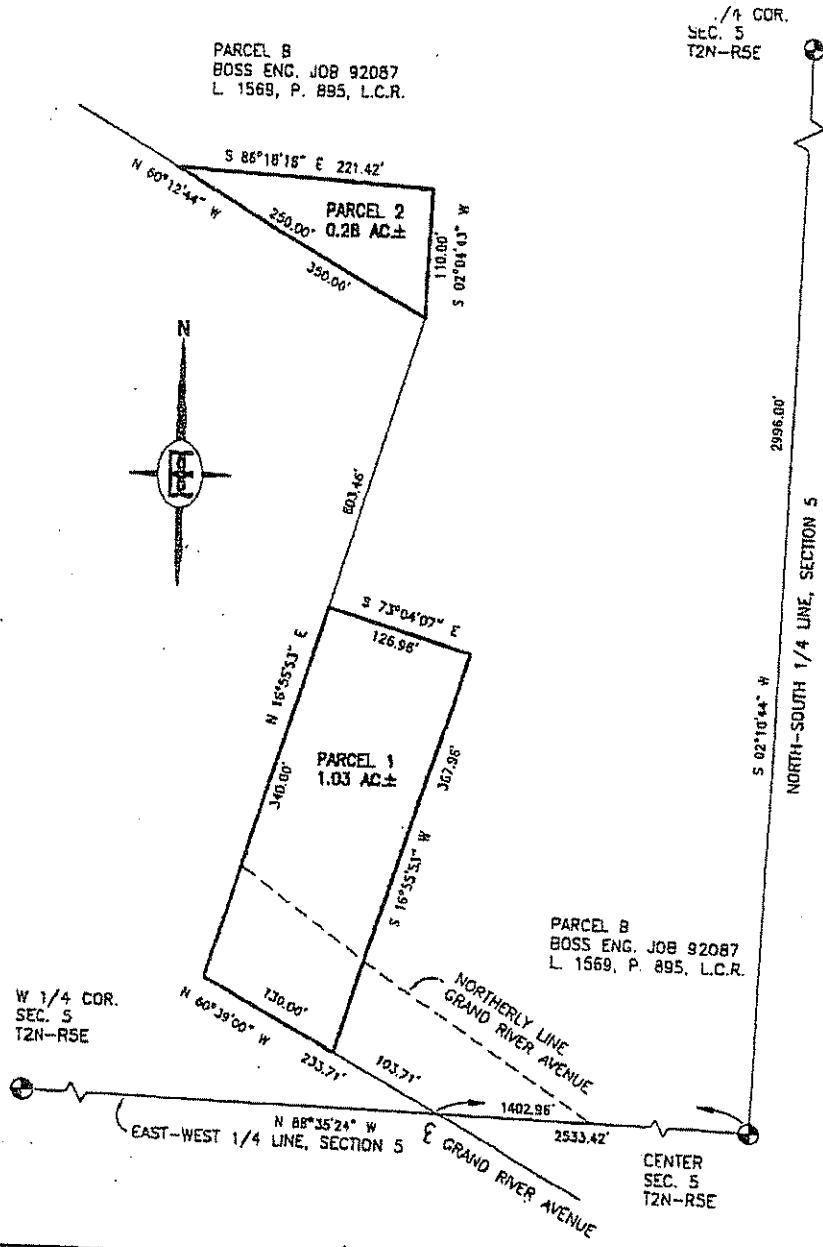
PARCEL 2: DESCRIPTION OF 0.28 ACRE PARCEL:

Part of the Northwest Fractional 1/4 of Section 5, T2N-R5E, Genoa Township, Livingston County, Michigan, more particularly described as follows: Commencing at the North 1/4 Corner of Section 5; thence along the North-South 1/4 line of Section 5, S 02°10'44" W, 2966.00 feet, to the Center of Section 5; thence along the East-West 1/4 line of said Section 5, N 88°35'24" W, 1402.96 feet, to the intersection with the centerline of Grand River Avenue; thence along said centerline, N 60°39'00" W, 233.71 feet; thence N 16°55'53' E, 603.46 feet, to the POINT OF BEGINNING of the Parcel to be described; thence N 60°12'44' W, 250.00 feet; thence S 86°18'18" E, 221.42 feet; thence S 02°04'43" W, 110.00 feet, to the POINT OF BEGINNING; containing 0.28 acres, more or less and subject to any easements or restrictions of record.

Note: Parcel 2 has no access to a Public or Private Road.

Bearings were established from a survey by Boss Engineering Company, Job No. 92087, Liber 1569, Pages 895-898, Livingston County Records.

September 2, 1999

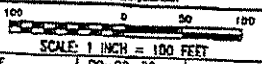


DESCRIPTION:  
PART OF THE NW 1/4  
SECTION 5, T2N-R5E  
GENDA TOWNSHIP  
LIVINGSTON COUNTY

**BOSS ENGINEERING**  
ENGINEERS • SURVEYORS • PLANNERS  
LANDSCAPE ARCHITECTS

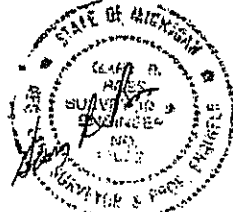
3121 E GRAND RIVER AVE. HOWELL, MI 48840  
517-544-1126 FAX 517-544-1770 (248)344-5728  
1-800-888-8888  
WEST BLOOMFIELD OFFICE  
7123 DEWAND LANE, SUITE 100  
WEST BLOOMFIELD, MI 48321  
(248)911-9055 FAX (248)911-1440

CLIENT:  
SELECTIVE



- LEGEND
- = IRON SET
  - ⊙ = IRON FOUND
  - ⊕ = MONUMENT FOUND
  - - - = FENCE
  - (R) = RECORDED
  - (M) = MEASURED

JOB NO. 98569	DATE	09-02-99
SHEET 1 OF 2	FB	CREW
K./ALLDRAW/98569S	DR. CSF	CHKD. /CS



JAN 25 2000 12:43

EXHIBIT F

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

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

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

March 18, 1996

VIA FACSIMILE AND REGULAR MAIL

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

RE: Genoa Township, Lorentzen PUD Agreement

Dear Mr. Heikkinen:

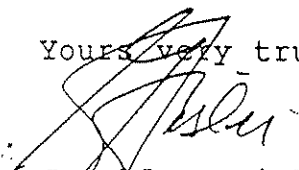
Consistent with your transmittal to me of this date, and my follow up telephone discussion with you, I have made the appropriate modifications of the Planned Unit Development Agreement. The final draft is enclosed.

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

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

Best regards.

Yours very truly,

  
Gerald A. Fisher

GAF/jah  
Enclosure

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

94 MACOMB PLACE  
MT CLEMENS, MI 48043-7903  
(810) 465-7180  
TELEFACSIMILE (810) 465-0673

7335 WESTSHIRE DR. SUITE 103  
LANSING, MI 48917-9764  
(517) 627-1881  
TELEFACSIMILE (517) 627-1887

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

3051 COMMERCE DRIVE  
P.O. BOX 611088  
PORT HURON, MI 48061-1088  
(810) 385-8888  
TELEFACSIMILE (810) 385-9593

5757 WHITMORE LAKE ROAD  
SUITE 1450  
BRIGHTON, MI 48116-1902  
(810) 229-2570  
TELEFACSIMILE (810) 229-5076



STATE OF MICHIGAN  
COUNTY OF LIVINGSTON  
TOWNSHIP OF GENOA

PLANNED UNIT DEVELOPMENT AGREEMENT

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

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

The Owner possesses fee title to certain real property situated in the Township of Genoa, County of Livingston, State of Michigan, more particularly described on attached Schedule A (referred to as the "Property"), some of which Property is currently under binding agreement of sale. At the closings on such agreements of sale, purchasers will acknowledge that their respective portions of the Property shall be bound by this Agreement.

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

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

The Township Planning Commission and Township Board, in strict compliance with the Township Zoning Ordinance and with Act 184 of the Public Acts of 1943, as amended, reclassified the Property as Mixed Use Planned Unit Development District, finding that such classification properly achieved the purposes of Article 10 of the Genoa Township Zoning Ordinance, including the encouragement of innovation in land use, the preservation of open space in areas adjacent to Latson Road in order to achieve compatibility with adjacent land uses, the promotion of efficient provision of public services and utilities, the reduction of adverse traffic impacts, and the provision of adequate housing and employment.

KOHL, SECREST, WARDLE, LYNCH, CLARK AND HAMPTON

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

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

ARTICLE I. GENERAL TERMS OF AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

D. In those instances in which the Owner desires to obtain a modification of the PUD Plan, Township shall review the proposed change for the purpose of determining whether the change would have a material adverse impact upon surrounding land uses, services, transportation systems and/or facilities, and if such adverse impact would result, the Township may deny or impose mitigating conditions upon the proposed modification.

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

ARTICLE II. LAND USE AUTHORIZATION

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

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

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

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

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

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

ARTICLE III. CURB CUTS AND OFF-SITE TRANSPORTATION IMPROVEMENTS

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

3.2 Off-site Improvements in Public Right of Way.

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

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

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

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

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

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

KOHL, SECRET, WARDLE, LYNCH, CLARK AND HAMPTON

ARTICLE IV. INTERNAL ROAD NETWORK

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

4.2 In residential areas:

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

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

4.3 Permission for shared access east of Latson Road.

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

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

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

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

#### ARTICLE V. DRAINAGE

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

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

#### ARTICLE VI. SITE IMPROVEMENTS

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

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

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

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

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

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

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

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

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



ARTICLE VIII. UTILITIES

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

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

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

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

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

ARTICLE IX. MISCELLANEOUS

9.1 This Agreement may not be modified, replaced, amended or terminated without the prior written consent of the parties to this Agreement. The Owner and the Township shall be entitled to modify, replace or amend this Agreement without the consent of any other person or entity, regardless of whether such person or entity now or hereafter has any interest in any part of the Property, including subsequent purchasers, or their tenants, mortgagees, or others.

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

KOHL, SECRET, WARDLE, LYNCH, CLARK AND HAMPTON

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

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

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

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

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

WITNESSES:

OWNER:

[Signature]  
TODD SMITH  
[Signature]  
Terri R. Campbell

[Signature]  
BIRGIT LORENTZEN

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

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

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

WITNESSES:

TOWNSHIP OF GENOA:

Mary Krenicki

BY: Robert P Murray

Mary Krenicki

BY: Paulette A Skolarski

On this 2 day of May, 1996, before me, a notary public in and for Livingston County, personally appeared Robert P Murray and Paulette A Skolarski to me known to be the Supervisor and Clerk, respectively, who were duly authorized by the Genoa Township Board to sign this Agreement on behalf of Genoa Township and who acknowledged the same to be their free act and deed.

Ann Spiroff  
Notary Public  
ANN Spiroff  
Livingston Co.  
expires 9/6/99

5114/JATWORK3

KOHL, SECREST, WARDLE, LYNCH, CLARK AND HAMPTON

INDEX OF EXHIBITS

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


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

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

File No. 94192d10

SCHEDULE B

(PUD Concept Plan)

KOHL, SECREST, WARDLE, LYNCH, CLARK AND HAMPTON

SCHEDULE "C"

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

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

Video Rental

Convenience Stores without gas

Lodging: Bed and Breakfast

Lodging: Hotel, Motel

Retail Indoor Business

Lawn and Garden Centers

Print Shops and Publishing

Research and Testing Laboratories and Facilities



SCHEDULE D

(Landscape Plan)

"SCHEDULE E"

LORENTZEN PUD AGREEMENT

GENOA/OCEOLA PHASE I  
SEWER ASSESSMENT FORMULA

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

GENOA/OCEOLA PH I WATER  
WATER ASSESSMENT FORMULA

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

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

EXHIBIT F

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

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

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

94 MACOMB PLACE  
MT. CLEMENS, MI 48043-7903  
(810) 465-7180  
TELEFACSIMILE (810) 465-0673

7335 WESTSHIRE DR., SUITE 103  
LANSING, MI 48917-9764  
(517) 627-1881  
TELEFACSIMILE (517) 627-1887

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

3051 COMMERCE DRIVE  
P.O. BOX 611088  
PORT HURON, MI 48061-1088  
(810) 385-8888  
TELEFACSIMILE (810) 385-9593

5757 WHITMORE LAKE ROAD  
SUITE 1450  
BRIGHTON, MI 48116-1902  
(810) 229-2570  
TELEFACSIMILE (810) 229-5076

March 18, 1996

VIA FACSIMILE AND REGULAR MAIL

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

RE: Genoa Township, Lorentzen PUD Agreement

Dear Mr. Heikkinen:

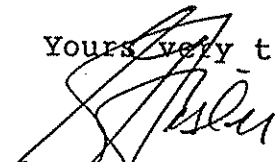
Consistent with your transmittal to me of this date, and my follow up telephone discussion with you, I have made the appropriate modifications of the Planned Unit Development Agreement. The final draft is enclosed.

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

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

Best regards.

Yours very truly,

  
Gerald A. Fisher

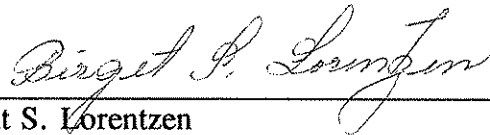
GAF/jah  
Enclosure

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

**BILL OF SALE**

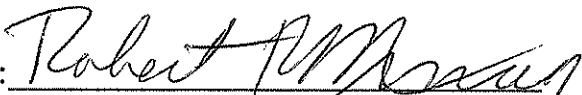
FOR AND IN CONSIDERATION OF ONE (\$1.00) DOLLAR, the receipt and sufficiency of which is hereby acknowledged, BIRGIT S. LORENTZEN, an individual residing at 388 Au Sable Place, Ann Arbor, Michigan 48104 ("Grantor"), does hereby grant, bargain, sell, transfer, assign and convey to the TOWNSHIP OF GENOA, a general law Township, with offices at 2980 Dorr Road, Brighton, Michigan 48116 ("Grantee"), all of the Grantor's right, title and interest in and to all sanitary sewer pipe, leads, manholes and drop connections forming the sanitary sewer main and appurtenances thereto located in the easements whose legal description is attached as Exhibit A hereto and by this reference made a part hereof.

This Bill of Sale is executed as of the 12<sup>th</sup> day of May, 1997.

  
\_\_\_\_\_  
Birgit S. Lorentzen

The foregoing conveyance of the above described sanitary sewer main and appurtenances is accepted by the Township of Genoa, and the said Township agrees to repair, replace and maintain the same as necessary, this \_\_\_\_\_ day of \_\_\_\_\_, 1997.

The Township of Genoa

By:   
\_\_\_\_\_  
Robert R. Murray,  
Supervisor

**EXHIBIT A**  
**TO**  
**BILL OF SALE**

Description of 50 foot wide easement for sanitary sewer on the Del Giudice Parcel:

Part of the Southwest 1/4 of Section 4, T2N-R5E, Genoa Township, Livingston County, Michigan, more particularly described as follows: Commencing at the West 1/4 Corner of Section 4; thence along the West line of Section 4, S 02°11'26" W (recorded as S 02°11'47" W), 762.32 feet; thence along the South line of "Lakewood Knoll", a Subdivision as recorded in Liber 31 of Plats, Pages 29-30, Livingston County Records, S 89°27'12" E, 680.29 feet, to the POINT OF BEGINNING of the Easement to be described; thence continuing along the the South line of "Lakewood Knoll" on the following two (2) courses: 1) S 89°27'12" E, 20.00 feet, 2) N 83°33'49" E), 445.12 feet; thence along the West line of the Detroit Edison-Consumers Power Co. Corridor on the following two (2) courses: 1) S 06°38'55" W, 586.32 feet, 2) S 02°00'42" W, 16.40 feet; thence S 89°47'45" W, 50.04 feet; thence N 02°00'42" E, 20.36 feet; thence N 06°38'55" E, 525.39 feet; thence S 83°33'49" W, 408.44 feet; N 00°32'48" E, 52.82 feet, to the POINT OF BEGINNING; Subject to any easements or restrictions of record.

Description of a variable width easement for sanitary sewer on the Lorentzen Parcel:

Part of the Southwest 1/4 of Section 4, T2N-R5E, Genoa Township, Livingston County, Michigan, more particularly described as follows: Commencing at the Southwest Corner of Section 4; thence along the West line of Section 4 and the centerline of Latson Road, N 02°11'26" E, 1322.19 feet; thence N 89°47'45" E, 687.24 feet, to the POINT OF BEGINNING of the Easement to be described; thence continuing N 89°47'45" E, 408.27 feet; thence along the West line of the Detroit Edison-Consumers Power Co. Corridor, S 02°00'42" W, 50.04 feet; thence S 89°47'45" W, 368.24 feet; thence S 02°00'42" W, 726.51 feet; thence N 87°59'18" W, 40.00 feet; thence N 02°00'42" E, 775.00 feet, to the POINT OF BEGINNING.

MEYER, KIRK, SNYDER & SAFFORD, PLLC

A PROFESSIONAL LIMITED LIABILITY COMPANY  
ATTORNEYS AND COUNSELLORS AT LAW

GEORGE H. MEYER  
JOHN M. KIRK  
GEORGE E. SNYDER  
RALPH R. SAFFORD  
PATRICK K. RODE  
DONALD H. BAKER, JR.  
BOYD C. FARNAM  
DEBRA S. MEIER  
  
MARK R. SOLOMON  
OF COUNSEL IN TAX MATTERS

100 WEST LONG LAKE ROAD, SUITE 100  
BLOOMFIELD HILLS, MICHIGAN 48304

TELEPHONE: (810) 647-5111  
TELECOPIER: (810) 647-6079

DETROIT OFFICE  
2500 PENOBSCOT BUILDING  
DETROIT, MICHIGAN 48226  
(313) 961-1261

May 14, 1997

Richard A. Heikkinen, Esq.  
The Heikkinen Law Firm, P.C.  
110 North Michigan Avenue  
Howell, MI 48843

RE: Lorentzen Sanitary Sewer

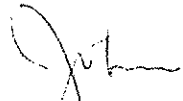
Dear Rick:

Pursuant to our recent discussions, enclosed is the original of the Bill Of Sale which has been signed by Mrs. Lorentzen in connection with the above-captioned project. It would be appreciated if you will send us a copy of the Bill Of Sale once it has been signed on behalf of Genoa Township by Bob Murray so our file will be complete.

We reviewed the easements you sent us with Mrs. Lorentzen. She had no problem with the concept. We have sent copies of the easements to Boss Engineering and expect to hear from them later this week or early next week. As soon as we hear from Boss Engineering, I will let you know.

Thank you very much for your continuing cooperation in these matters.

Very truly yours,



John M. Kirk

JMK:ra

Enclosure

cc: Mrs. Birgit S. Lorentzen (w/o encl.)

RECORDED

2002 OCT 25 A 10:55

NANCY HAVILAND  
REGISTER OF DEEDS  
LIVINGSTON COUNTY, MI.  
48843

COPY

STATE OF MICHIGAN  
COUNTY OF LIVINGSTON  
TOWNSHIP OF GENOA

AMENDMENT TO PLANNED UNIT DEVELOPMENT AGREEMENT

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

RECITALS:

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

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

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

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

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

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

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

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

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

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

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

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

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

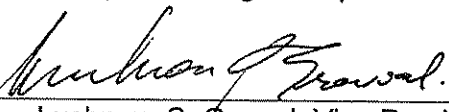
IN WITNESS WHEREOF, the undersigned have executed this Amendment to Planned Unit Development Agreement as of the day and year first above written.

WITNESSES:

OWNER:

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

  
\_\_\_\_\_  
David Zaitchik

By:   
\_\_\_\_\_  
Lushman S. Grewal, Vice President

  
\_\_\_\_\_  
Jare Dietrich



TOWNSHIP:

The Township of Genoa, a Michigan municipal corporation

*Michael Archival*

MICHAEL ARCHIVAL

*Lillian E. Turbbs*

LILLIAN E. TURBBS

By: *Paulette A. Skolarus*

PAULETTE A. SKOLARUS

STATE OF MICHIGAN )  
 ) SS  
COUNTY OF OAKLAND )

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

*Jane E. Diebel*

Notary Public, Oakland County, Michigan

My commission expires: 06-08-2005

STATE OF MICHIGAN )  
 ) SS  
COUNTY OF LIVINGSTON )

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

*Renee M. Gray*

Notary Public, Livingston County, Michigan

My commission expires: 7-19-2005

Drafted by, and when recorded return to:

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

## Exhibit "A" – Parcel 1 (46.66 Acres)

### Legal Description

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

Part of the Southwest  $\frac{1}{4}$  of Section 4 and part of the Northwest  $\frac{1}{4}$  of Section 9, T2N-R5E, Genoa Township, Livingston County, Michigan, more particularly described as follows: BEGINNING at the North  $\frac{1}{4}$  Corner of said Section 9, also being the South  $\frac{1}{4}$  corner of said Section 4; thence along the North-South  $\frac{1}{4}$  line of said Section 9, South  $01^{\circ}39'41''$  West, 457.93 feet; thence North  $60^{\circ}42'38''$  West, 401.36 feet; thence South  $29^{\circ}17'22''$  West, 310.09 feet; thence along the Northerly line of Grand River Avenue (100 ft. wide), North  $60^{\circ}42'38''$  West, 66.00 feet; thence North  $29^{\circ}17'22''$  East, 310.09 feet; thence North  $60^{\circ}42'38''$  West, 320.00 feet; thence South  $29^{\circ}17'22''$  West, 310.09 feet; thence along said Northerly line of Grand River Avenue, North  $60^{\circ}42'38''$  West, 316.43 feet; thence North  $29^{\circ}17'22''$  East, 310.09 feet; thence North  $60^{\circ}42'38''$  West, 273.51 feet; thence Northwesterly on an arc right, having a length of 116.72 feet, a radius of 333.00 feet, a central angle of  $20^{\circ}04'58''$ , and a long chord which bears North  $50^{\circ}40'09''$  West, 116.12 feet; thence along the Easterly line of the Detroit Edison-Consumers Power Corridor, North  $02^{\circ}00'42''$  East, 1071.48 feet; thence North  $89^{\circ}47'45''$  East, 1310.81 feet; thence along the North-South  $\frac{1}{4}$  line of said Section 4, South  $01^{\circ}50'59''$  West, 1365.88 feet to the POINT OF BEGINNING; Containing 46.66 acres, more or less, and subject to the rights of the public over the existing Grand River Avenue (100 Ft. wide). Also subject to and including the use of Easements "A" and "B" (66 foot wide Private Easements for Ingress, Egress and Public Utilities) as recorded in Liber 2580 of Deeds on pages 194-205 of the Livingston County Records. Also subject to an including use of a Private Easement for Storm Water Detention as recorded in Liber 2528 of Deeds on Pages 0908-0915 of the Livingston County Records. Also subject to a 19.69 foot Wide Permanent Easement for drainage and Road Widening as recorded in Liber 2257 of Deeds on Page 0259-0262 of the Livingston County Records. Also subject to any other easements or restrictions of record.

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

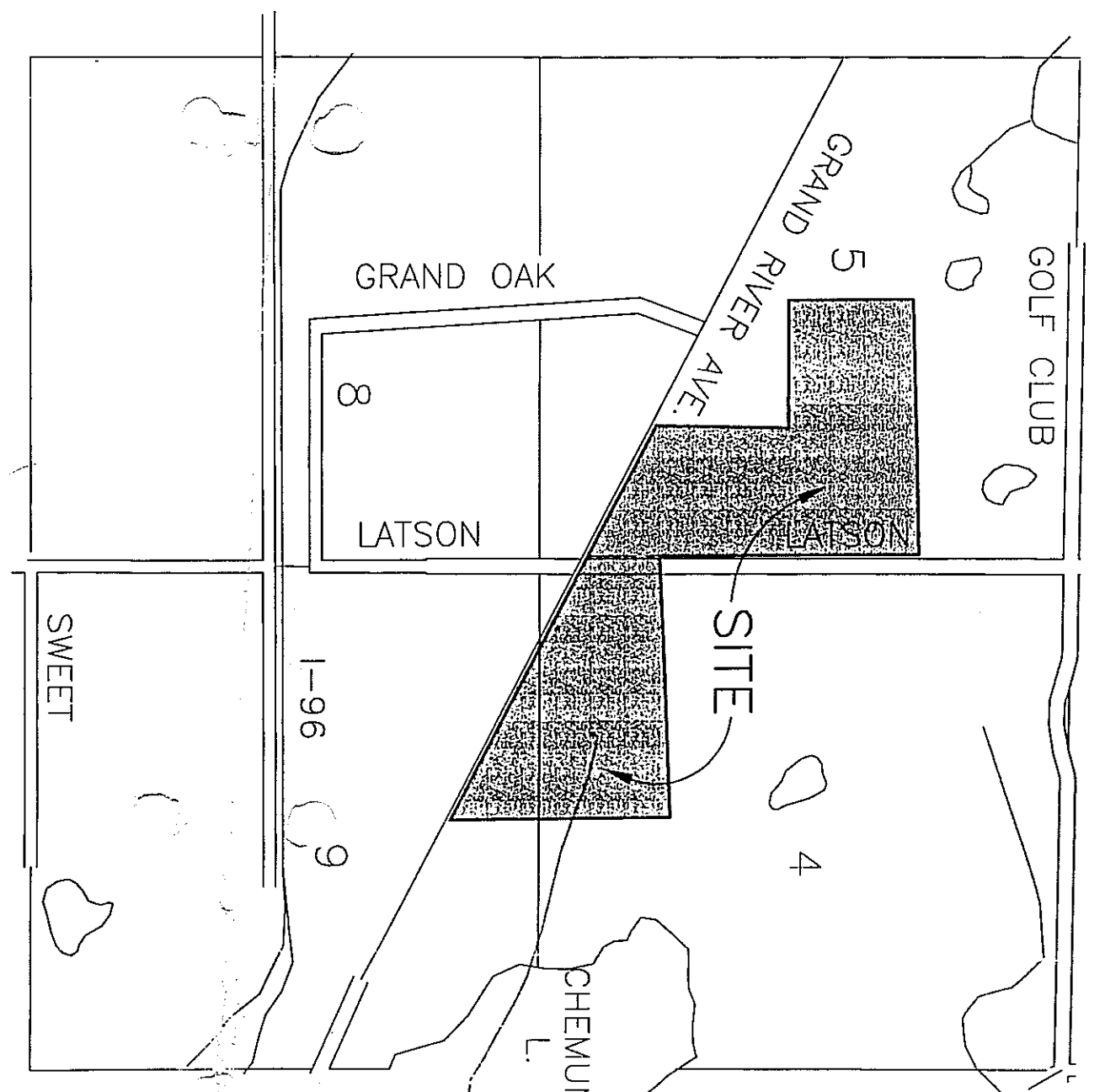


# P.U.D. ZONING PLAN

## LORENTZEN PLANNED UNIT DEVELOPMENT

GENOA TOWNSHIP, MICHIGAN

LOCATION MAP  
NO SCALE



**LEGEND**

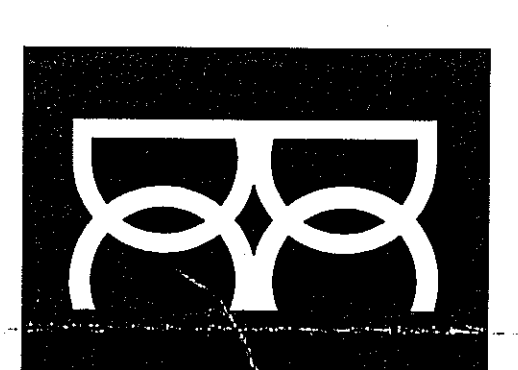
GC	GENERAL COMMERCIAL
NSD	NEIGHBORHOOD SERVICE DISTRICT
OSD	OFFICE SERVICE DISTRICT
HDR	HIGH DENSITY RESIDENTIAL MAX. 80 D.U. PER ACRE
IND	LIGHT INDUSTRIAL
MDR	MEDIUM DENSITY RESIDENTIAL MAX. 35 D.U. PER ACRE

**LAND USE DISTRIBUTION**

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

EXHIBIT 'B'

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



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

REV. 03-03-96  
REV. 10-04-95  
REV. 2-10-95  
34192700