

AGREEMENT

THIS AGREEMENT is made as of this 1ST day of May, 1994, by and between Joseph Gerak and Genoa Township, Livingston County, Michigan (the "Township").

WHEREAS, the Township has held the necessary proceedings under Act No. 188, Public Acts of Michigan, 1954, as amended ("Act 188"), authorizing the design, installation, construction and financing the cost of a sanitary sewer system to be know as the Tri-Lakes Sewer System Improvement Project, including the establishment of the Tri-Lakes Sewer System Improvement Project Special Assessment District; and

Whereas, Joseph Gerak is the owner of certain real property located in the Township and further identified by the following real property sidwell numbers:

11-22-100-001
11-22-100-002
11-21-400-008
11-21-200-008
11-21-200-001

WHEREAS, the Township and Joseph Gerak desire to include the above-described properties in the Tri-Lakes Sewer System Improvement Project Special Assessment District;

NOW, THEREFORE, the parties agree as follows:

1. Waiver of Notice. Joseph Gerak hereby waives the requirement of receipt of any notice to which he is entitled to under Act 188 with regard to this matter, and acknowledges that all requirements of Act 188 have been satisfied.

2. Addition to Special Assessment District. The parties hereby agree that the above-described properties shall be added to the Tri-Lakes Sewer System Improvement Project Special Assessment District and included on the proposed special assessment roll for the Special Assessment District. The assessments for the parcels shall be as follows.

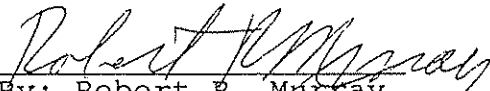
<u>Parcel Numbers</u>	<u>Amount of Assessment</u>
11-22-100-001	\$238,600.00
11-22-100-002	-0-
11-21-400-008	62,000.00
11-21-200-008	96,100.00
11-21-200-001	243,300.00

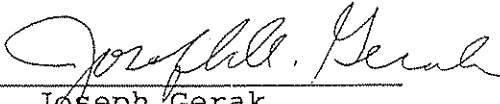
3. Entire Agreement. The parties hereto agree that this Agreement sets forth the entire understanding of the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by themselves or their duly authorized officers.

GENOA TOWNSHIP

JOSEPH GERAK


By: Robert R. Murray
Its: Supervisor


Joseph Gerak

9-24-94

PRELIMINARY PLANNED UNIT DEVELOPMENT AGREEMENT

This agreement, made this 16th day of September, 1994 by and between North Shore Land Development, LLC, whose address is 21611 E. Eleven Mile Road, St. Clair Shores, Michigan 48081 (hereafter "Developer") and the TOWNSHIP OF GENOA, a Michigan municipal corporation, whose address is 2980 Dorr Road, Brighton, Michigan 43116 (hereafter "Township").

WITNESSETH:

WHEREAS, Developer is the owner of certain real property located in the Township of Genoa, Livingston County, Michigan, which is more particularly described on Exhibit A attached hereto and incorporated by reference; and

WHEREAS, Developer desires to develop the property with various land uses under a comprehensive development plan as a planned unit development ("PUD" or "Planned Unit Development"); and

WHEREAS, the Township's Planning Commission, after giving proper notice, held a public hearing on March 11, 1991, at which Developer's Preliminary Application for a PUD was considered, comments and recommendations of the public were heard, and the Planning Commission recommendations were made to the Township Board; and

WHEREAS, on May 6, 1991, the Township Board reviewed the Preliminary Application and made recommendations to Developer concerning the Preliminary Application; and

WHEREAS, on July 7, 1991, Developer submitted to the Planning Commission an Application for Final Preliminary Approval of the PUD (hereafter "Final Application"), pursuant to the provisions of Article XXII of the Township's 1991 Zoning Ordinance (the "Zoning Ordinance"); and

WHEREAS, the Planning Commission, after giving proper notice, held a public hearing on August 7, 1991, as required by P.A. 184 of 1983, as amended, at which the Final Preliminary Application was approved and recommendations were made by the Planning Commission to the Township Board concerning the Final Application; and

WHEREAS, the Township Board did on October 7, 1991 approve the rezoning of the parcel described in Exhibit "A" to the PUD zone when it adopted the revised Master Zoning Map and Ordinance; and

WHEREAS, the uses to be permitted within a PUD will consist of residential single-family lots, single family clusters, and certain related recreational uses; and

WHEREAS, the Township Planning Commission and the Township Board have reviewed the conceptual Preliminary PUD Site Development Plan, attached hereto as Exhibit B, Plan "D" dated May 17, 1992 and have approved the Preliminary Site Development Plan as to 264 total acres under consideration for planned unit development; the general location, acreage and acres therein for specified zoning districts being 160 residential single-family lots and 125 single family units in clusters and certain related recreational uses; the number and general location of 285 dwelling units; the general location of the various land uses; and the general layout and types of road patterns; and

WHEREAS, the approved conceptual Preliminary Site Development Plan for the PUD is consistent with the purposes and objectives of the Township; and further, is consistent with the Township's Zoning Ordinance pertaining to permitted land uses, the intensity of such uses, the size and location of open space areas and the manner of use thereof; and

WHEREAS, the Developer recognizes that the success of the development of the PUD depends upon several important factors, including ease of access by hard surface streets and road, centralized water supply and centralized sewage disposal; and

WHEREAS, the Developer is cognizant that the Township does not have the present intention, plan or resources to hard surface any adjoining road; and

WHEREAS, the Developer desires, because of the benefit to be gained by Developer, at Developer's sole expense, and in cooperation with the Township and Livingston County Road Commission, to rebuild, construct and hard surface a portion of Crooked Lake Road at the west end of Developer's property, to be constructed in accordance with the standards as set forth by the Livingston County Road Commission; and

WHEREAS, the plans, as approved in the conceptual Preliminary Site Development Plan, providing for a centralized wastewater disposal system and a centralized water supply system for the PUD, are consistent with the purposes and objectives of the Township and with the Zoning Ordinance pertaining to permitted land uses, the intensity of such uses, the size and location of open space areas and the manner of the use thereof; and

WHEREAS, the Developer desires, because of the benefits to be gained by the Developer, at the Developer's expense and in cooperation with the Township and Oak Pointe Development Company, to add to a centralized wastewater disposal system and a centralized water supply system, upon the approval of Genoa

Township, on terms satisfactory to Developer to provide such service; and

WHEREAS, a tentative agreement has been entered into between the Township, Oak Pointe Development Company and the Developer, whereby the said parties will participate in the expansion of the Oak Pointe wastewater disposal system, construct a water tower or other water storage system and expand the Oak Pointe centralized water supply system, all of which shall be designed and built to Township specifications and approved by said body. As the phased development proceeds, the Township Board will review each of the development phases for compliance with the utility agreements to be negotiated between the parties; and

WHEREAS, Developer has made its application for final approval of the PUD to the Township Board pursuant to and in accordance with the provisions of Article 10 of the Township's 1991 Zoning Ordinance; and

WHEREAS, at a regular public meeting of the Township Board on October 7, 1991, the Township Board approved the Preliminary Application submitted by the Developer and rezoned the property to a PUD Zoning District; and

WHEREAS, at Public Hearing #3 of the Planning Commission on May 6, 1992, the Commission did recommend for approval the Final Preliminary Site Plan with stipulations, to the Township Board; and

WHEREAS, at the regular meeting of the Township Board on May 18, 1992 the Board did accept and approve the amended Environmental Impact Assessment as presented by the Developer; and

WHEREAS, the Township's Zoning Ordinance requires the execution of a Planned Unit Development Agreement in connection with the approval of a PUD, which Agreement shall be binding on Township and Developer;

NOW, THEREFORE, the Developer and the Township, in consideration of the mutual covenants of the parties described herein, and with the express understanding that this Agreement contains important and essential terms as part of Final Approval of the Final Application of the PUD, agree as follows:

I. GENERAL TERMS OF AGREEMENT

- A. Township and Developer acknowledge and represent that the foregoing recitals are true and accurate and binding on the respective parties.
- B. Township acknowledges and represents that the property has been rezoned to a Residential PUD with a Suburban Residential designation.

C. The land shown and described in Exhibit A (legal description) is hereby approved in accordance with the authority granted to and vested in Township under and pursuant to Act No. 184, Public Acts of 1943, the Township Rural Zoning Act; Act No. 285, Public Acts of 1931 and Act No. 168, Public Acts of 1945, relating to Municipal Planning; and in accordance with the Zoning Ordinance of Genoa Township, adopted October 7, 1991, except as modified herein; subject to the terms of this Agreement and in compliance with Exhibit B (preliminary site plan), Plan "D" dated May 7, 1992 and in compliance with the Subdivision Control Act of 1967 and Ordinance No. 74-00 of Genoa Township (hereafter "Subdivision Regulations"), according to the terms thereof as of the date of approval of the PUD. Further, the approval of the Preliminary Site Development Plan, attached as Exhibit B, Plan "D" dated May 7, 1992 hereto and/or this Agreement, shall neither relieve Developer from full compliance with applicable provisions of the Subdivision Control Act of 1967, the Subdivision Regulations, the Condominium Act and the Zoning Ordinance, except as requirements of the Zoning Ordinance are approved and modified herein, nor shall it be deemed to confer any approval otherwise required by law.

D. The Approved Plan for the PUD includes Exhibit A, Property Description, and Exhibit B, Plan "D" dated May 7, 1992, the Preliminary Site Development Plan. The Approved Plan was formulated by Developer and approved by Township based upon the material terms of the following documents, which were presented to the Township by the Developer:

1. Environmental Impact Statement, dated July 5, 1991, with all revisions;
2. Hydrologic Impact Assessment by NTH, dated December 22, 1988;
3. Traffic Impact Study by Birchler/Arroyo, dated February 26, 1991;
4. Water Distribution & Sewerage Disposal/System Preliminary Layout, dated May 9, 1990 and amendment in process February, 1992; and
5. Storm Water Master Plan, with revisions, by Boss Engineering dated March 16, 1992 and subsequent revisions.

Developer and Township acknowledge that the Approved Plan takes precedence over the terms of the foregoing documents.

E. Developer and Township acknowledge and agree that rezoning to Residential PUD of the property described in Exhibit A constitutes approval of Exhibit B, Plan "D" as amended dated May 7, 1992 as it sets forth the number of permitted

dwelling units and the general configuration of permitted land use clusters to be submitted for specific preliminary plat or site plan approval. Site plan review and plat review for the PUD described in Exhibits A and B are not subject to any subsequent amendments to the Zoning Ordinance or the Subdivision Regulations and shall be reviewed for conformity with the terms of this Agreement, the Zoning Ordinance and Subdivision Regulations as they existed on the date of the approval, June 15, 1992. Any subsequent zoning action by Township shall be taken in accordance with applicable constitutional law, the Township Rural Zoning Act and the Zoning Ordinance adopted October 7, 1991.

- F. The approval of the Residential PUD described herein and in Exhibit B, Plan "D" dated May 7, 1992 and the terms, provisions and conditions of this Agreement are and shall be deemed to be of benefit to the land described on Exhibit A and shall run with and bind such land, and shall bind and inure to the benefit of the successors and assigns of the parties hereto. Further, any modification during any phasing of the project shall occur only on review and approval of the Township Board according to established procedure.

II. SPECIFIC TERMS OF AGREEMENT REGARDING LAND USE AND LAND DEVELOPMENT

- A. In all districts designated for single-family residential use, the only permitted principal use shall be single-family dwellings; provided that the community, recreational and utility uses normally incident to the existence of a service building, recreational areas (both as defined in Section II.B below) and utility areas shown on Exhibit B shall be permitted uses.
- B. A community service building consisting of a structure no larger than one thousand (1,000) square feet shall be constructed and used solely for restrooms, service equipment storage area and an open deck/shelter for beach users. Developer shall build the building upon completion of the beach area. It shall be built to the Livingston County building code and conform to the zoning requirements. The structure shall have a minimum setback of fifty (50) feet from any private right-of-way and shall be set back a minimum of twenty (20) feet from any residential structure. A minimum parking area for not more than 15 vehicles shall be constructed to service the building.

The common recreational areas shown on the plan will consist of a common beach area and two boat docks serving only riparian owners on Crooked Lake as more specifically described in Section II.L below. In addition, a walking trail, a community held conservation area and access right-of-ways may be developed throughout the site. No

common walkways will be permitted in privately held preservation areas.

- C. Developer represents that Developer, or his assignee, presently intends to construct single-family residences for sale. Township recognizes Developer's possible need for temporary rental occupancy of the dwelling units during the development and marketing period due to conditions which make it difficult to sell dwelling units. Developer, therefore, shall be permitted to rent dwelling units within the Residential PUD during the period of development and marketing. Nothing in this paragraph shall be construed to prohibit any person or entity, other than Developer or its affiliates, from purchasing a dwelling unit with the intent to rent for profit, subject, however, to applicable laws, regulations, ordinances and building and use restrictions to be adopted.

- D. At the time of filing preliminary and final site plan, Developer shall indicate, for each lot, the proposed location for each building area which shall conform to zoning ordinance requirements for lot or condo site, with attention to preservation of natural features, such as trees, views, vistas, solar orientation and topography. Final approval of the plat or condo site plan shall constitute the Township's approval of the building area for the residence within each lot, and no residence shall be erected or placed other than within the confines of the approved building envelope area.

- E. Developer intends to develop the property in phases but wishes to obtain site plan approval for only a portion of the total area of a phase. The preliminary site plan shall include a drawing showing Developer's intended circulation, drainage, access, preservation areas and utility plan for the remaining unplatted portion of such phase. For purposes of this Agreement, a phase shall be defined as a separate area designated within the Residential PUD to be depicted on a separate exhibit. Subsequent site plans within such phase shall conform to the circulation, drainage, access and utility plans previously provided with changes that are not substantial and which do not adversely affect the environment or owners of property outside of the area to be developed. All changes are subject to review and approval by the Zoning Administrator. Each phase will conform to Township review and approval procedures. If substantive change occurs, the Township Board approval shall be required.

- F. Unit building sizes have been limited to the following areas with respect to housing types. Building sizes are based on finished living areas as calculated on exterior dimensions, exclusive of porches, patios, garages and basements: One story, no less than 1,500 square feet; One and one half story, no less than 1,700 square feet with minimum 1,200

square feet of ground coverage; Tri-Level, no less than 1,700 square feet with 1,200 square feet of ground coverage; Two story, no less than 2,000 square feet with minimum 1,200 square feet of ground coverage.

The minimum area requirements shall become a part of the building and use Restrictions of the development.

In addition to the standard restrictions, the building and use restrictions will include the creation of a "preservation area", that is, an area within a private lot or unit in which clearing, trimming, grubbing and tree removal are prohibited without the express written approval of the association review committee. This preservation area is in addition to the "common" area of the total development. No public access is permitted in said preservation areas and they are restricted use areas with each separate property owner having the responsibility to preserve and maintain the area located on their lot or unit.

Where common areas are adjacent to the cluster section, a building envelope and property line will be established and delineated on the site plan.

Where not otherwise specified herein, all lots and structures shall conform, as a minimum, with the following area and bulk requirements.

ZONE	Area	MIN LOT SIZE			MIN YARD SETBACK				MIN LIVING AREA SQ FT PER UNIT	
		Max. Dens	Wdt.	Stor.	Hgt.	Frnt	1S.- 2S.	Rr.		
Sub/Res	21,780*	2/ac	100	2	35	40	20	20	50	1,200

* Includes cluster plan & S.F. lots regulated by Suburban Residential Zoning District.

The Township Board, after review by the Planning Commission, may modify the foregoing minimum requirements at Developer's request.

Developer acknowledges that Township, in evaluating preliminary plats and site plans, may consider the effect of the plan on the natural environment and resources, the health, safety and welfare of the ultimate owners of the homes in the PUD and the plan's compatibility with adjacent uses of land, with regard to promoting the use of land in a socially and economically desirable manner. In considering all such items, Township shall act reasonably to effectuate the purposes of the Zoning Ordinance.

G. Residential lots that are contiguous with the Shoreline of Crooked Lake, as shown on Exhibit B, Plan "D" dated May 7,

1992 shall comply with the requirements of Section 3.40, Dimensional Exceptions - Required Setbacks from Shoreline and Wetlands, of the Township Zoning Ordinance. All accessory buildings and structures including decks shall be constructed according to the standards of the Township Zoning Ordinance. Notwithstanding the foregoing, the common and recreational areas permitted and limited in this Agreement which are contiguous to Crooked Lake may be used for the purposes and in the manner permitted in this Agreement.

- H. Complete building and use restrictions governing the use and enjoyment of the land described in Exhibit A shall be submitted at each phase for review and approval by the Township Board before any final approval is granted to start construction within the Residential PUD. The covenants and restrictions shall be binding on all successors in interest of the property. The covenants and deed restrictions shall not reduce minimum area and bulk requirements as stated in paragraph II.F, unless otherwise agreed upon in writing between Township and Developer. No changes subsequent to the Township Board's approval of each phase shall be made unless approved by the Board.
- I. In no event shall more than 285 dwelling units be permitted within the Residential PUD, as depicted on Exhibit B, without reapplication and the execution of a new PUD Agreement by the parties after application made in accordance with the procedures specified in Article 10 of the PUD Standards of the Zoning Ordinance.
- J. The PUD plan, as presented, may not be developed without a centralized wastewater collection and disposal system as approved by the Livingston County Health Department and the Michigan Department of Natural Resources, subject to applicable laws and regulations. Providing a written agreement is executed between the Developer, the Township and Oak Pointe Development Company to obtain capacity in the existing wastewater treatment disposal facility, the Township shall cooperate with the Developer in its efforts to obtain necessary approvals to connect the development to the existing wastewater collection disposal facility. If the required permission cannot be obtained, or can be obtained only on terms unacceptable to the Township or Developer, the Township agrees to cooperate with the Developer in its efforts to obtain necessary permits from the Department of Natural Resources for a wastewater collection disposal and treatment facility in a location agreeable to Township and the Developer. All actual and reasonable engineering and legal expenses necessarily incurred by the Township to secure the agreements, permits and approvals contemplated by this Section II.J shall be paid by Developer upon demand. When Township and Developer have agreed upon the method of supplying a centralized wastewater collection and disposal system to the Property,

the parties will negotiate a written agreement setting forth with particularity, the terms and conditions on which a centralized wastewater collection and disposal system will be provided to service the Property. Failure to obtain the necessary sewer connection approvals and necessary agreements shall be deemed a major change in the PUD.

- K. The PUD plan, as presented, will be developed only with a centralized water supply system approved by the Livingston County Health Department and the Michigan Department of Natural Resources, subject to applicable laws and regulations.

The Storm Water Control Master Plan will be a coordinated plan which will be integrated into the phased program and approved, in sections, by the Township Board. The purpose of the plan is to upgrade and enhance the quality of site preservation and prevent any further deterioration of the site due to unauthorized and abusive use of the property.

- L. Developer shall impose a comprehensive approach to lake management within the development by restricting access to the lake in the development as provided in this paragraph II.L. Except as provided in paragraph II.M below:

1. Non-lakefront residents of this development will have access to Crooked Lake only in the designated common beach area.
2. Lakefront lot owners will have access to the common beach area as well as their own lot frontage.
3. Common beach area will allow swimming, fishing and picnicing pursuant to the rules that are developed for the Subdivision Association by Developer and association members.
4. No more than one hundred (100) feet of beach frontage will be made available for swimming and fishing. No more than fifteen (15) individual and twenty (20) common dock facilities for thirty-five (35) lakefront property owners will be permitted. A service building containing a storage area, toilet and covered deck facility will be constructed within the common area of the beach for use by residents of the development.
5. Boats and dock spaces owned by residents or controlled and maintained by the dock owners or the dock Condominium Association shall not be used or rented to non-riparian residents or non-residents of the development. No residents of the development will be permitted to moor watercraft in the portion of the lake which is within the development except as described in paragraph II.M.

6. No man-made structures will be placed or built within any channel or boatway which might hinder navigation.

M. No persons other than the residents owning lots or units abutting Crooked Lake, specifically identified on Exhibit B, will be allowed access to the lake through the lands abutting Crooked Lake excepting common areas. At the time of site plan review for each phase of the development, the Developer shall clearly identify lakefront lots. Riparian property owners with direct access to the lake will be allowed to own, use and store a maximum of two (2) watercraft for each residential lot. One of the two authorized watercraft may be a power boat and the other a limited power unit, (maximum of 35 h.p.) such as a pontoon, sailboat or rowboat. Property owners with sensitive waterfront shores shall attain boat access only via one of two shared docks and use will be limited to one boat per slip in each of the two dock locations. The specific dock location shall be determined by the township engineer with the review of the MDNR.

The common dock may contain double boat slips not exceeding 20 feet in width and contain a four foot walkway. The maximum extension into the water will be determined by the water depth but shall at no time exceed 120 feet.

The launching and removal of boats will be limited to the existing public launch area. Further, outdoor storage of watercraft will not be permitted anywhere in the development. The architectural control guidelines shall provide owners with information and restrictions regarding the construction of an approved dock structure and its placement on the lake lots. The boats permitted in this paragraph II.M shall not be in addition to the total of boats permitted in paragraph II.L.

N. Common areas committed to the use of residents of the Property pursuant to the Township Zoning Ordinance are the service building area, common beach area, and designated paths throughout the project area. The developer (ultimately the Association) will establish, submit and record a Master Deed and Association By-Laws describing the Covenants and Restrictions for ongoing maintenance of common areas, all common facilities including landscaping, signs, lighting, entryways, roads, paths and joint docks. A conceptual landscape and pathway plan, as required by the zoning ordinance, will be presented prior to approval of the final first phase plan.

O. The roads may be internal and private and owned by the Developer and, ultimately, the Condominium Association, or be public roads dedicated to the Livingston County Road Commission. All roads within the PUD shall be hard surfaced and constructed with the specifications which comply with Livingston County Road Commission standards. However, with

approval of the Township, according to the procedures and standards of Section 15.10 of the Township Zoning Ordinance, the design of private roads may deviate from County Road Commission standards as to degree of slope, size of turning radius, width of clearances, roadside plantings, and such other design features as are necessary to preserve the desirable vegetation and unique topography of the development. Should private roads be constructed, the Township shall not be responsible for any future maintenance or improvement and no special assessment district shall be established by the Township for such purposes. The Township shall not oppose any public road design approved by the Livingston County Road Commission. Ingress and egress to and from the development shall be limited to entrances from Crooked Lake Road.

- P. The PUD will be developed in several phases, subject, however, to Developer's compliance with Article 10 of the Zoning Ordinance. The adequacy of Developer's assurances of payment of the cost of installing roads and necessary utilities, including water supply and wastewater collection and treatment for each stage of the development will be reviewed at the time Township grants each final site plan approval for that phase of the development. The Developer may construct roads and utilities in more than one phase simultaneously, providing assurances of completion have been properly delivered to the Township.
- Q. Developer intends to develop the project by establishing a site condominium in conjunction with plats to be approved under the Subdivision Control Act of 1967 as amended. Developer agrees to abide by Township requirements for the review of site condominiums and the required approvals of the Subdivision Control Act, as amended.
- R. Should Developer be aggrieved by Township's denial of a site plan or other approval required for the development, Developer shall appeal to the Township Zoning Board of Appeals.
- S. Any violation of the terms of this Agreement shall be a violation of the Zoning Ordinance. The remedies of Township for a violation shall be such remedies as are provided by and for violation of a zoning ordinance.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the day and year first above written.

North Shore Land Development, L.L.C.

WITNESSES:

David Cracchiolo
David Cracchiolo

By: CFS Equities, L.L.C.
Its: Manager
Anthony J. Ferlito
By: Anthony J. Ferlito, Manager

Joseph A. Gerak
JOSEPH A. GERAK

Eric R. Small
By: Eric R. Small, Manager

WITNESSES:

TOWNSHIP OF GENOA, a Michigan
Municipal Corporation

Daniel S. Zemaitis
DANIEL S. ZEMAITIS

Robert P. Murray
By:

STATE OF MICHIGAN)
)SS
COUNTY OF ~~OAKLAND~~ ^{WAYNE})

The foregoing was acknowledged before me this 16 day of September, 1994, by Anthony J. Ferlito and Eric R. Small, Managers of CFS Equities, L.L.C., Manager of North Shore Land Development, L.L.C., on behalf of the Company.

Michael A. Luberto, Jr.

Notary Public, County, MI
My Commission Expires:

MICHAEL A. LUBERTO, JR.
Notary Public, Wayne Co., MI
My Comm. Expires June 1, 1998

a matter of convenience and time. Pobuda - Are the utilities buried? McGivney - Yes. Pobuda - What about other restrictions? McGivney - We require three car garages and no fences will be allowed within the development.

Robertson - Item C should be corrected with regard to the wetlands in your impact assessment. McGivney - The whole 21 acre parcel is addressed in the impact assessment and there is one regulated wetland and three unregulated wetland. We may excavate one wetland area but we will not fill-in any wetlands.

Figurski - We need a date on your impact assessment. Schrauben - It should be dated 12-08-95.

A call to the public was made with no response.

* PLANNING COMMISSION DISPOSITION OF MR. MCGIVNEY'S PETITION.

A. RECOMMENDATION OF IMPACT ASSESSMENT.

Moved by Litogot, supported by Figurski, to recommend approval of the impact assessment as presented. The motion carried unanimously.

B. DISPOSITION OF SITE PLAN.

Moved by McCririe, supported by Litogot, to approve the site plan with the following conditions:

- Township board approval of the impact assessment.
- The petitioner will add a stop sign at the end of the road prior to the issuance of a land use permit.
- Township engineers review and approval of the site plan and supporting documents.
- Attaching this condominium to the private road maintenance agreement already in place for Timberridge. Further, the attachment of the building and use restrictions dated 01-31-94 to this site condominium.

The motion carried unanimously.

3. OPEN PUBLIC HEARING #4...REVIEW OF A SITE PLAN AND CORRESPONDING IMPACT ASSESSMENT FOR A PROPOSED PHASE 3 TO THE NORTH SHORE SUBDIVISION. PHASE 3 WILL INCLUDE 79 DETACHED SITE CONDOMINIUM SINGLE FAMILY HOMES. APPROXIMATELY 117 ACRES. LOCATED IN THE NORTH SHORE SUBDIVISION. SECTION 21 & 22: ANTHONY FERLITO/BOSS ENGINEERING. (Tabled from 1/8/96: please pull related material from previous packet)

LeClaire - This development was initially approved in 1992. This phase of the development will contain 78 lots. A variance from the LCRC was required - a copy of the letter dated 12-12-96 from Robert Dibble was provided granting conceptual approval. There will be 8 direct access lake lots in this phase. Also included will be 14 indirect access lake lots. This phase will

include a 14 slip marina facility. We did get a permit from the Department of Environmental Quality. A pedestrian path is included in the phase. The marina will be installed with no dredging or filling.

Purdy - The plans do comply with the ordinance. The change in location of the Marina will have less impact on the site. Across from lot 112 a pedestrian walk site should be provided. In addition, the applicant should place some type of ornamental fence where the trail comes between two adjacent lots. Just south of the marina there is a small peninsula that juts out into the lake, we would like to know the ownership of that parcel. Ferlito - We became aware of that parcel just recently and we have asked the title company to find out who owns that property. Metro Title did identify the owners. There is no tax number associated with that piece of property. The property is under water. We will not encroach on that parcel. With regard to lot 112, we would go along with the planners recommendation, however, if we should put a bike path on Lakewood Shore Drive, we may not need a pathway in that location, so we would like some flexibility in this area. The split rail fence is also a good idea and we will incorporate it into our plan.

Ferlito - In our previous approvals we asked for a modification to the agreement with regard to the sizes of the homes. We would again like to make that request. We now have 13 homes under construction with an average square footage of 2200 square feet. Many home owners would like to have side entrances into the garage. We would like to propose a reduction to 10' which would allow the side entrance garage. Strader - That would make the project more aesthetically pleasing. We have no objection.

Robertson - How could we handle this? Strader - We are proponents of the side entrance garage and would ask the board to be flexible. Ferlito - We are requesting 10' and 20' for a total of 30' between houses and we would like that modification to be incorporated in the previous phases. Stornant - If we were to modify the PUD agreement, it would be for all phases. Ferlito - The minimum square footage would still remain 2200' square feet but with the 950 on the main floor (as previously approved).

McCririe - The lot numbering on the different pages seems to be incorrect. LeClaire - the total for phase III goes up to lot 132 and we lost one lot. Our numbering appears to be off.

Robertson - The wood chip parking lot for the boat dock - is that still okay. Ferlito - We do have an association that will maintain the site and it appears to be working and looks very nice.

A call to the public was made with the following response: A letter was received from Robert Zdziebko in opposition to the boat slip being placed in the lagoon area. Jim Wolzak - Will

the parking lot be lighted or the walkway? Ferlito - No there will be no lighting. Wolzak - What is the opening between lots 67 and 68? Ferlito - That will provide access to the area to the south. There will be a wood chip construction to the docks.

Robertson - The impact assessment includes a written description of the 14 slip facility. LeClaire - The lake access information is also included in the drawing. Robertson - The lot numbers should be included in the by-laws. Ferlito - They will be included in the master deed and the by-laws. Robertson - With regard to natural features you refer to 20 boats and that should be 14 slips. The impact assessment can be changed.

Wolzak - Will there be water or sewer hook up in that area?
Ferlito - No.

* PLANNING COMMISSION DISPOSITION OF MR. FERLITO'S PETITION.

Moved by Pobuda, supported Litogot, by to recommend approval of an amendment to the PUD agreement with the changing in the side yard setback for homes being built with a side entrance garage with the following conditions:

1. The abutting side yard is 20' so there is a minimum of 30' between buildings.
2. The reduction is to accommodate a side entry garage on the lot with the 10' side yard.

The motion carried unanimously.

Moved by Litogot, supported by Pobuda, to recommend approval of an amendment to the PUD agreement to allow homes with areas of 950 square feet on first floor and a total of 2000 square feet in area in Phase III of the development. The motion carried unanimously.

as long as there 30' between each Building

A. RECOMMENDATION REGARDING IMPACT ASSESSMENT.

Moved by Litogot, supported by Pobuda, to recommend approval of the impact assessment with a revised date 01-25-96, further, correcting item letter C paraphrasing under natural features changing the number of slips from 20 to 14. The motion carried unanimously.

B. DISPOSITION OF SITE PLAN.

Moved by McCririe, supported by Litogot, to approve the site plan conditional upon the following:

- the petitioner will renumber the lots on page 3.
- That split rail fences will be provided at the entries to the walking paths from the roadways.
- That an easement be provided between lots 113 and 112 for a pedestrian path which may be eliminated should a bike trail be provided along the road right-of-way.
- Township Board approval of impact assessment.

The motion carried unanimously.

It was requested that the petitioner contact the township and set up a meeting so that the plan could be reviewed by Robertson with regard to the tree inventory.

4. OPEN PUBLIC HEARING #5...REVIEW OF A SITE PLAN AND CORRESPONDING IMPACT ASSESSMENT FOR A PROPOSED ADDITION TO THE BRIGHTON CHURCH OF THE NAZARENE. LOCATED AT 7679 BRIGHTON ROAD. SECTION 25: MR. WALLS/BOSS ENGINEERING.

Henry Cornell, chairman of building committee - The site plan has been revised according to the township engineers request. The new plan is dated 02-01-96. A plan of the addition to the existing building was presented. A new gymnasium and fellowship hall will be added. We need a little more space for our congregation. Copies of the floor plan were provided to the commission. We expect to have a capacity of 350 persons when complete.

Strader - Most of our comments were addressed. Any action should acknowledge the architecture of the site. The evergreens should be 6' with the species identified. The evergreens should be 2 1/2 inches in caliper and the species identified. They should submit an as built landscape plan to see if changes need to be made or they could agree to have the planners go out and inventory the site. Ramps for the handicapped spaces are necessary. The Health Dept. should review the plans. The two remaining engineering issues should be reviewed and addressed.

Cornell - We plan to do some landscaping in the front.

Litogot - will there be any roof top mechanical equipment?
Cornell - No. The building materials will complement the building.

Newman - This building needs some enhancement. Cornell - That is why we proposed the elevation and the offsets so that we would add to the character. Newman - With regard to the detention pond - Is there a pipe or only a ditch? Cornell - There is a ditch and then it goes into a 16" culvert. Newman - There is some erosion near that pipe. I would like that addressed in this plan. McCririe - I agree there has to be a better way to design that pond. Strader - Approval could be conditional upon the township engineers review and approval.

Pobuda - Where does the existing dirt road go? Cornell - To the parsonage behind the church.

Strader - Will there be a waste receptacle? Cornell - There is one on the site already.

A call to the public was made with no response.

* PLANNING COMMISSION DISPOSITION OF MR. WALLS PETITION.

AGREEMENT REGARDING OAK POINTE
WATER AND SEWER SYSTEM

This Agreement Regarding Oak Pointe Water and Sewer System ("Agreement") is entered into as of the 4 day of May, 1995, by and between Oak Pointe Development Company, a Michigan corporation ("OPDC"), 856 Featherstone Road, Pontiac, Michigan 48342, and North Shore Land Development, LLC., a Michigan limited liability company ("NSD"), 21611 East Eleven Mile Road, St. Clair Shores, Michigan 48081.

The circumstances pursuant to which this Agreement is made are as follows:

A. OPDC and/or one or more of its affiliates have constructed a centralized water supply system pursuant to a certain Oak Pointe Water System Development Agreement dated October 21, 1985 ("Water System Development Agreement"), as amended by the First Amendment to the Oak Pointe Water System Development Agreement dated May 1, 1991 ("First Amendment to Water System Development Agreement").

B. OPDC and/or one or more of its affiliates have constructed a centralized wastewater collection, treatment and disposal system pursuant to a certain Oak Pointe Wastewater Treatment Facility Development Agreement dated October 21, 1985 ("Wastewater System Development Agreement"), as amended by the First Amendment to the Oak Pointe Wastewater Treatment Facility Development Agreement dated May 1, 1991 ("First Amendment to Wastewater System Development Agreement").

C. The Water System (as defined in the First Amendment to Water System Development Agreement) and the Sewer System (as defined in the First Amendment to Wastewater System Development Agreement) serve only the Oak Pointe Service Area, as defined in the Water System Development Agreement and Wastewater System Development Agreement, as amended (collectively, the "Development Agreements"), and certain other properties specifically designated in the Development Agreements.

D. NSD has requested that the property described in Exhibit A attached hereto and incorporated herein ("North Shore Property Service Area") be included in the area which may be served by the Water System and Sewer System.

E. OPDC is willing to expand the area which may be served by the Water System and Sewer System to include the North Shore Property Service Area and to supply NSD with water taps and sewer taps, subject to the terms and conditions set forth below:

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Capitalized Terms. Capitalized terms used herein and not otherwise defined shall have the same meaning ascribed to them in the Development Agreements.

2. Expansion of Service Area.

(a) Subject to Paragraph 6, below, OPDC agrees to expand the area which may be served by the Water System and Sewer System to include the North Shore Property Service Area; provided, however, the North Shore Property Service Area shall be limited to a total of 285 Water System Tap Units (as defined in the First Amendment to Water System Development Agreement") and 285 Sewer System Tap Units (as defined in the First Amendment to the Wastewater System Development Agreement"), and only single family residential dwellings in the North Shore Property Service Area and a beach house for use by residents within the North Shore Property Service Area shall be served by the Water System and Sewer System.

(b) Subject to Paragraph 6, below, OPDC shall cause the Development Agreements to be amended to provide that the area which may be served by the Water System and Sewer System is expanded to include the North Shore Property Service Area.

(c) All water and sewer service to the North Shore Property Service Area shall be subject to the terms, conditions and restrictions contained in the Development Agreements, as amended.

3. Water System Taps.

(a) Contemporaneous with the execution of this Agreement, NSD shall pay to OPDC the sum of Two Hundred Seventy Five Thousand Two Hundred Fifty Dollars (\$275,250), in immediately available funds, in full and final payment of NSD's share of the development and construction costs in connection with expanding the Water System as provided in that certain letter agreement dated September 8, 1994 from OPDC to NSD; provided, however, if the total of such development and construction costs, as certified in writing by the Township of Genoa or its engineer, exceeds \$550,500, NSD shall pay to OPDC one-half of such excess costs, provided the total amount to be paid by NSD pursuant to this Paragraph 3(a) shall not exceed \$294,250. If NSD fails to pay such excess amount to OPDC within ten (10) days after receipt of such certification from the Township or its engineer, OPDC shall be entitled to exercise the same rights and remedies it has pursuant to Paragraph 4(c).

(b) In consideration of the amount paid by NSD in accordance with paragraph (a) above, but subject to Paragraph 4(b) below, NSD shall be entitled to 285 Water System Tap Units (as defined in the First Amendment to the Water System Development Agreement). NSD shall not be required to pay a Tap Fee (as defined in the First Amendment to the Water System Development Agreement) for the privilege of tapping into the Water System.

4. Water System Upgrade.

(a) If the existing facilities comprising the Water System are not adequate, as reasonably determined by the engineer for the Township of Genoa ("Township"), to service the Oak Pointe Service Area, the North Shore Property Service Area, and any other areas presently served by the Water System, including any future development within such service areas in accordance with density limitations set forth in existing planned unit development agreements pertaining to such service areas, NSD shall be obligated, at its sole cost and expense, to upgrade the Water System to the extent required, as reasonably determined by the Township's engineer, to adequately service such service areas. Such upgrades may include, without limitation, increasing the height of the elevated water storage facility (water towers), adding wells with iron removal, piping, and connections. Any such upgrade shall be in accordance with plans and specifications approved by the Township's engineer, and in accordance with the Water System Development Agreement, as amended. NSD shall be responsible for all costs and expenses in connection with such upgrades, including, without limitation, engineering and inspection fees. NSD shall promptly notify OPDC in writing if NSD receives notice, written or verbal, from the Township or its engineers, that upgrades are required.

(b) In the event NSD is required to upgrade the Water System, no land use permits or Sewer or Water System Tap Units shall be issued for construction of residential units or a beach house within the North Shore Property Service Area until such upgrades are completed and all costs and expenses in connection with such upgrades are paid. The foregoing shall not be deemed to preclude issuance of land use permits or taps for construction or use within any service area other than the North Shore Property Service Area before or during any period of upgrading.

(c) In the event NSD is so required to upgrade the Water System and fails to promptly commence such upgrade and complete the same within 270 days after receipt of notice from the Township that upgrading is required (subject to delays caused by inclement weather, labor strikes, unavailability of materials, acts of God and other causes beyond NSD's control), the Township or OPDC may, at their option without obligation to do so, complete such upgrade and NSD shall reimburse the party performing such work for all reasonable costs and expenses in connection with such upgrade within 10 days after receipt of written demand. In the event of NSD's failure to perform such upgrade as required hereunder, the Township and OPDC shall have the right to place a

lien against that portion of the North Shore Property Service Area then owned by NSD, which lien shall constitute a mortgage lien securing performance of NSD's obligation hereunder to upgrade the Water System and any costs and expenses incurred by the Township or OPDC in connection with upgrading the Water System, enforcing the terms hereof, or otherwise exercising any of their rights or remedies hereunder, including, without limitation, reasonable attorney fees. Such lien may be foreclosed by judicial suit or by advertisement as permitted by law or statute for the foreclosure of mortgage liens.

(d) OPDC shall not add additional service areas which may be supplied with water from the Water System without NSD's written consent. Such consent shall not be unreasonably withheld, delayed or conditioned if such additional service areas will not cause NSD to be required to upgrade the Water System pursuant to subparagraph 4(a).

5. Sanitary Sewer Taps.

(a) NSD agrees to purchase, and OPDC agrees to sell to NSD, 125 Sewer System Tap Units.

(b) The Tap Fee shall be Five Thousand Five Hundred Dollars (\$5,500) for each Sewer System Tap Unit purchased and paid for in cash during the calendar year 1995. The Tap Fee shall be increased by \$500 at the beginning of each calendar year thereafter (i.e. \$6,000 per Sewer System Tap Unit purchased and paid for in cash during 1996, \$6,500 during 1997). NSD has previously paid Ten Thousand Dollars (\$10,000) to OPDC as a non-refundable down payment toward the Sewer System Tap Fees. Upon execution of this Agreement, NSD shall pay an additional non-refundable down payment of Twenty Five Thousand Dollars (\$25,000), for a total down payment of Thirty Five Thousand Dollars (\$35,000). Such down payment shall be applied toward the Sewer System Tap Fees on a pro rata basis based on 125 Sewer System Tap Units (\$280 per Tap Unit). Any unused portion of the down payment shall be forfeited to OPDC.

(c) NSD is required to purchase and pay for a minimum of 20 Sewer System Tap Units during each of the calendar years 1995 and 1996 and is required to purchase the remaining 85 Sewer System Tap Units by December 31, 1997.

(d) OPDC agrees that the Township may sell up to 160 Sewer System Tap Units to NSD; provided, however, NSD is obligated to purchase a minimum of 125 Sewer System Tap Units from OPDC before it can acquire any Sewer System Tap Units from the Township.

(e) In the event NSD fails to purchase the minimum number of Sewer System Tap Units required to be purchased within the time required under subparagraph (c) above, or if NSD acquires any Sewer System Tap Units from the Township before it

purchases and pays for a minimum of 125 Sewer System Tap Units from OPDC, NSD shall be obligated, immediately upon written demand from OPDC, to pay to OPDC an amount equal to the total purchase price for all remaining Sewer System Tap Units required to be purchased by NSD pursuant to subparagraph (a) above, regardless of whether the time within which NSD is required to purchase such tap units has expired (such purchase price to be \$6,500 per Sewer System Tap Unit), together with interest thereon at fifteen percent (15%) per annum accruing from the date of such written demand until such amount is paid in full.

(f) As security for payment of the amount set forth in subparagraph (e) above, upon execution of this Agreement, NSD shall grant to OPDC a first mortgage lien against approximately 29 acres of land located in the Township of Genoa, Livingston County, Michigan, as more particularly described in the attached Exhibit A ("Mortgaged Property"), which mortgage shall include all necessary easements for development of the Mortgaged Property, together with a collateral assignment of all contracts, agreements and licenses; developer rights under any master deeds, declarations or restrictions; tap rights; plans, drawings, surveys and specifications; and local, state or federal authorizations, consents, permits and approvals; and other rights or benefits NSD may now have or in the future acquire and which may be useful or necessary for the development of the Mortgaged Property. Such mortgage and collateral assignment shall be substantially similar to the Mortgage, Security Agreement, Collateral Assignment and Financing Statement ("Mortgage") attached hereto as Exhibit B. The rights and remedies afforded OPDC pursuant to the Mortgage shall be in addition to any rights or remedies OPDC may be entitled under this Agreement, at law or in equity. Provided NSD is not otherwise in default hereunder, as a condition to the purchase of the 125th Sewer System Tap Unit from OPDC, OPDC agrees to provide NSD with a fully executed discharge of the Mortgage in recordable form.

(g) NSD shall be responsible for connecting the Sewer System to the North Shore Property Service Area, including, without limitation, obtaining any necessary easements and paying all costs in connection with connecting with the Sewer System, and OPDC shall have no obligations or responsibilities in connection therewith.

(h) OPDC represents and warrants to NSD that pursuant to the Wastewater System Development Agreement, as amended, OPDC was allocated 312,500 gallons per day of flow of the treatment capacity of the Sewer System, and that OPDC has and will retain sufficient amounts of such capacity to enable OPDC to sell 125 Sewer System Tap Units to NSD in accordance with the terms of this Agreement.

6. Consents. Notwithstanding anything contained herein to the contrary, this Agreement and all of the terms, conditions and covenants contained herein shall be subject to OPDC obtaining the written consents of Genoa Township ("Township") and Old

Kent Bank to OPDC entering into this Agreement and performing the terms, conditions and covenants hereof.

7. Miscellaneous.

(a) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

(b) This Agreement and the exhibits attached hereto embody the entire agreement between the parties in connection with this transaction and there are no oral agreements existing between the parties relating to this transaction which are not expressly set forth herein and covered hereby. This Agreement may not be modified except in writing signed by all parties.

(c) The captions and paragraph numbers appearing in this Agreement are inserted only as a matter of convenience, and do not define, limit, construe or describe the scope or intent of such paragraphs of this Agreement nor in any way affect this Agreement.

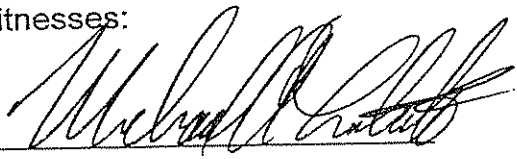
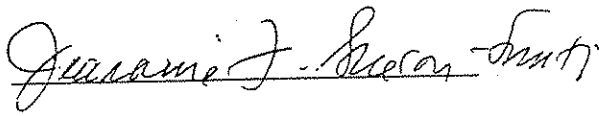
(d) Notice shall be deemed as given hereunder upon personal delivery to the addresses set forth at the beginning of this Agreement or, if properly addressed, one (1) day after depositing such notice with postage prepaid in a United States mailbox or depositing such notice in the custody of a nationally recognized overnight delivery service.

(e) This Agreement shall be governed by the laws of the State of Michigan.

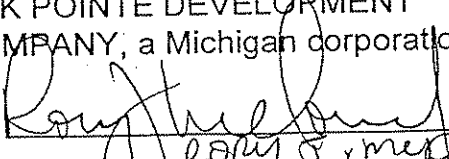
(f) Each and every one of the rights, remedies and benefits provided to OPDC herein shall be cumulative and shall not be exclusive of any other of said rights, remedies or benefits, or of any other rights, remedies or benefits allowed by law. Any waiver by OPDC of any default shall not constitute a waiver of any similar or other default.

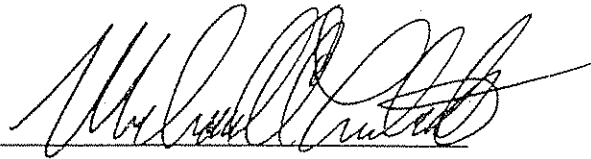
IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Witnesses:

OAK POINTE DEVELOPMENT COMPANY, a Michigan corporation


By: 
Its: Romy J. Medina A.W.
VICE PRES.



Jeanne J. Suter-Simki

NORTH SHORE LAND DEVELOPMENT,
LLC., a Michigan limited liability company

By: CFS Equities, LLC, a Michigan limited
liability company, its Manager

By: 

Its: Manager

EXHIBIT A

NORTH SHORE PROPERTY SERVICE AREA

A part of the Northeast 1/4 and Southeast 1/4 of Section 21 and part of the Northwest 1/4 of Section 22, T2N-R5E, Genoa Township, Livingston County, Michigan, more particularly described as follows: Beginning at the Northwest corner of said Section 22, also being the Northeast corner of said Section 21; thence along the North line of said Section 22 and the centerline of Crooked Lake Road (66 foot wide Right-of-Way) N 87°52'02" E (previously recorded as N 89°53'30" E), 2669.81 feet to the North 1/4 corner of said Section 22; thence along the North-South 1/4 line of said Section (as monumented) and the East line of Sharp Drive (33 foot wide Private Road Easement) S 02°21'54" E, 1279.35 feet (previously recorded as S 00°20'45" E, 1278.98 feet); thence along the North line of said Sharp Drive, S 87°58'08" W, 1338.72 feet (previously recorded as S 89°48'00" W, 1338.72 feet); thence S 02°11'42" E, 1416.94 feet (previously recorded as S 00°10'30" E, 1412.70 feet); thence along the East-West 1/4 line of said Section 22, S 87°40'28" W, 1342.94 feet (previously recorded as S 89°41'40" W, 1342.94 feet) to the West 1/4 corner of said Section 22, also being the East 1/4 corner of said Section 21; thence along the East-West 1/4 line of said Section 21, S 86°20'38" W, 1323.64 feet (previously recorded as S 88°21'50" W, 1323.64 feet); thence S 02°06'02" E (previously recorded as S 00°04'50" E), 1343.80 feet; thence S 86°34'33" W (previously recorded as S 88°35'45" W), 660.86 feet; thence N 02°08'22" W (previously recorded as N 00°07'10" W), 1341.10 feet; thence along the East-West 1/4 line of said Section 21, N 86°20'38" E, 68.77 feet; thence along the East line of the West 1/2 of the West 1/2 of the Northeast 1/4 of said Section 21 as previously surveyed and monumented, N 03°56'00" W, 2022.31 feet; thence N 85°54'18" E, 754.53 feet (previously recorded as N 87°55'30" E, 763.51 feet); thence N 02°10'02" W, 659.92 feet (previously recorded as N 00°08'50" W, 660.00 feet); thence along the North line of said Section 21 and the centerline of Crooked Lake Road, N 85°53'54" E, 1231.71 feet (previously recorded as N 87°55'30" E, 1213.79 feet) to the POINT OF BEGINNING; containing 252.01 acres, more or less, and subject to the rights of the public over the existing Crooked Lake Road, also subject to Sharp Drive, a 33 foot wide Private Road Easement as recorded in Liber 189 of Deeds on Page 19 of the Livingston County Records, also subject to a pipeline easement in favor of Panhandle Eastern Pipeline Company, as recorded in Liber 559 of Deeds on Pages 600-603 of the Livingston County Records, also subject to any other easements or restrictions of record.

Bearings were established in relation to a previous survey by Boss Engineering Company, Job No. 89258, Dated June 1, 1989, as recorded in Liber 1346, Page 0141-0144, Livingston County Records.