

Setbacks shall meet GCD requirements

PLANNED UNIT DEVELOPMENT AGREEMENT

THIS AGREEMENT made this 24th day of October, 2002, by and between Genoa 24 Grand, L.L.C., a Michigan limited liability company, whose address is 16445 W. 12 Mile Road, Suite 206, Southfield, MI 48076 ("Owner"), and the TOWNSHIP OF GENOA, a Michigan municipal corporation, whose address is 2911 Dorr Road, Brighton, Michigan 48116 ("Township").

RECITATIONS:

Owner 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 incorporated herein by reference ("Property").

On August 12, 2002, the Township Planning Commission, at a properly noticed public hearing and in accordance with the Zoning Ordinance of the Township, held a meeting at which the Owner's Overall Concept PUD Plan, the Final Site Plan for the 89,000 square foot department store and the Environmental Impact Statement were approved, and are attached as Exhibit "B".

On September 4, 2002, the Township Board, at a properly noticed public hearing and in accordance with the Zoning Ordinance of the Township, held a meeting at which the Owner's Overall Concept PUD Plan, the Final Site Plan for the 89,000 square foot department store and the Environmental Impact Statement were approved, and are attached as Exhibit "B".

Owner and Township acknowledge that the development project contemplated by the PUD Plan may occur in phases over time as market conditions permit.

The Owner does have a site-specific development plan for a portion of the Property. However, in view of the size and strategic location of the Property, Township desires the establishment of a land use plan setting forth authorized land uses, and Owner likewise desires to establish a plan setting forth the manner in which the Property may be developed in the future.

The Owner has submitted a revised proposal for a general land use plan for the future development of the Property, as depicted on the Amended Site Plan. The Township has reviewed and revised such plan, requiring, among other things, reduced intensity of land uses, smaller shopping center commercial buildings and fewer access points along Grand River Avenue.

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 Commercial Planned Unit Development District, finding that such classification properly achieved the purposes of Article 10 of the Genoa Township Zoning Ordinance (as amended), including the encouragement of innovation in land use, the promotion of efficient provision of public services and utilities, additional roadway improvements to mitigate traffic impact (i.e., a traffic signal, if warranted by the Michigan Department of Transportation), limitations on curb cuts, and the provision of adequate employment. Further, the Township

Planning Commission and Township Board find the Commercial Planned Unit Development District and the PUD Plan are consistent with the adopted Corridor Plan and Master Plan.

The Township has found and concluded that the uses and future development plans and conditions shown on the approved Amended PUD Site Plan are reasonable and promote the public health, safety and welfare of the Township, and that they are consistent with the plans and objectives of the Township and consistent with surrounding uses of land.

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

ARTICLE I. GENERAL TERMS OF AGREEMENT

1.1 Township and Owner acknowledge and represent that the recitations set forth above, which are incorporated into this Agreement and made a part hereof, are true, accurate and binding.

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

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

1.4 Except as specifically provided for in this Agreement, final site plans will comply with applicable Zoning Ordinance requirements. However, at the time of review of respective site plans for the development of various portions of the Property, deviations from ordinance regulations may be agreed upon by the Township and the Owner. Changes to the PUD Plan or PUD Agreement shall be processed as outlined in the Ordinance.

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

A. The uses described in the attached Exhibit "C" are authorized for development.

B. The Owner shall be permitted to adjust the size or shape of the various parcels, provided the adjustment does not alter the land use designation for any area of the Property or increase the intensity and/or density of use. All development shall be subject to Final PUD Site Plan and land division approval in addition:

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

2. The Owner shall not be entitled to make other substantial changes without the approval of Township, which approval shall not be unreasonably withheld, delayed or denied.

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

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

ARTICLE II. LAND USE AUTHORIZATION

2.1 The Planned Unit Development shall include a land use authorization for the uses described on Exhibit "C" attached:

2.2 The Property is intended to be developed in stages or phases. 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 (including how the traffic will differ from the original projected traffic) required by the Township, and consistent with this Agreement, shall be submitted for review and approval. The Township shall review each of such plans within a reasonable time. Site Plan and other review requirements shall not be subject to any subsequent enactments or amendments of the "Zoning Ordinance" (as defined in the Original Agreement) which are inconsistent with this Agreement unless the concept plan as set forth herein is materially altered at the request of the Owner or its successors and assigns.

2.3 A minimum 20% of the Property shall be open space as defined in the Zoning Ordinance. Such open space shall be dispersed throughout the Property such that the overall Site approved for development contains approximately 20% open space. Open space is defined as undisturbed areas of key natural features, detention ponds, landscaped areas, plazas and the like. Detention areas shall comprise no more than 50% of the required open space. All woodlands in setback areas will be preserved to the extent practical.

2.4 Nothing whatsoever provided in this Agreement shall be constructed so as to prevent Owner from seeking major and/or minor changes to the PUD Plan in accordance with the applicable provisions of the Zoning Ordinance.

2.5 A shopping Center consisting of an anchor department store, smaller stores and outlots shall be constructed on this property. The anchor department store will be 89,000 square feet in size. Brick and decorative block shall be applied to all sides of this building, as shown on the Conceptual PUD Plan. Any expansion to this building must be approved by the Planning Commission and Township Board. The smaller stores collectively will total no more than 60,000 square feet in size (excluding the outlots), with no one store having a square footage in excess of

40,000 square feet. The shopping center will be constructed in accordance with the Conceptual Plan. It shall be designed with varying facade setbacks and shall include amenities such as brick pavers and integrated into walkways, planters, benches and decorative lighting. In addition, as a part of the Phase II construction, a landmark architectural feature shall be constructed adjacent to the East entrance along Grand River, as shown on the Conceptual PUD Plan. Three (3) ornamental lights consistent with those installed along Grand River shall also be installed into these plaza areas.

2.6 As shown on the Conceptual Plan, the Property will be developed with varying setbacks along the I-96 right of way. This right of way provides a substantial landscaped buffer zone. In consideration of this, the 20-foot setback will be reduced to 10 feet in certain areas along I-96. In any area where the setback is reduced, the landscaping (trees and shrubs) will be increased by 50%. At the Southeast corner of the site adjacent to the detention pond, an additional landscape buffer shall be constructed as shown on the PUD Concept Plan to further enhance the view of the development along the I-96 Freeway. In addition to the above, at various locations along the front of the buildings, planters shall be constructed and irrigated to provide additional landscaping to the overall development.

2.7 Exterior PA systems shall be prohibited within the PUD, and no outdoor storage shall be permitted in the outlots along Grand River Avenue.

2.8 For purposes of yard setbacks and other Zoning Ordinance dimensional requirements, Grand River Avenue shall be the front yard for the outlot(s) located between Grand River Avenue and the service drive. For these outlot(s) the service drive shall be the rear (and, as to the end lot(s), the side yard).

2.9 The drive-through car wash and oil change as shown on the Conceptual Plan shall be developed with the building setbacks and greenbelts shown on that Plan. For all future development sites, a 20-foot wide greenbelt shall be required between the service drive curbing and the parking lot on the site. Underground utilities may be placed in this greenbelt. The front and rear yard building setbacks for the sites shall be calculated from the curb and not the right-of-way. The car wash site is approved with varying greenbelt widths of 15 feet or greater.

2.10 No automobile dealerships that sell new or used cars shall be permitted within the PUD.

2.11 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 a violation of the Zoning Ordinance. Nothing contained herein shall in any way diminish any rights Owner may have at law or in equity with respect to a breach of this Agreement by Township.

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 general location of entrances to the site from adjacent public thoroughfares shall be fixed in the manner specified on the PUD Plan.

3.2 Interior drives shall provide circulation between the various uses. Stacking or queuing depth at site access points shall be sufficient to accommodate expected peak hour volumes to minimize conflict with inbound or internal circulation. Additional right-of-way shall be provided to accommodate improvements to the existing arterial roadway system that are required to mitigate traffic associated with the PUD.

3.3 The primary access for this PUD shall be along a private road at the intersection of Grand River at Lawson Drive. As a condition of this approval, the Owner agrees to make the recommended changes to this entrance as outlined in the traffic study prepared by Progressive AE. The Owner shall construct a second limited access entrance along Grand River at Sunrise Boulevard. This entrance shall be constructed in accordance with the recommendations made by the traffic study prepared by Progressive AE and approved by the Township Engineer. The Owner shall pay all costs associated with these improvements, including 50% of the cost of the traffic signal at Lawson when approved by MDOT.

3.4 Owner has petitioned MDOT for approval of a traffic signal (the "Signal") at Lawson Road and Grand River. MDOT has not approved the installation of the traffic signal at this time. Owner agrees to continue to make reasonable efforts for the installation of this traffic signal, including all required additional studies that MDOT may require. If approved by MDOT, Owner shall fund (50%) of the installation of such signal. The Township will assist and support the Owner in its efforts with MDOT.

ARTICLE IV. INTERNAL ROAD NETWORK

4.1 An internal system of vehicular private access drives (easements) shall be planned and established throughout the PUD as approval of the development on respective portions or phases of the Property takes place. Internal private access drives (easements) 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 private access drives (easements) shall be reviewed and approved 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 of the uncertainty of the future development of the remainder of the undeveloped property.

4.2 The Property is adjacent to Reuland Electric, an existing industrial use. The Conceptual Plan provides for a future private access drive connection between the two parcels, for use at such time, if ever, as the Reuland Electric parcel is redeveloped with a commercial or office use. The terms and conditions of such connection shall be negotiated between Owner and the owner of the Reuland Electric parcel.

ARTICLE V. DRAINAGE

5.1 The system of drainage on the Property, including drainage detention, as applicable, shall be designed so as to be coordinated throughout the PUD and shall be subject to Township review and approval. Any detention basins in view from the public right-of-way shall be designed to have a naturalistic appearance or be enhanced to be maintained as ornamental ponds.

ARTICLE VI. SITE IMPROVEMENTS

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

6.2 Sidewalks (bike paths) shall be constructed in the Grand River right-of-way in conformance with the Township Zoning Ordinance and the Grand River Corridor Plan and approved Site Plan, as required by the Township. Sidewalks (bike paths) shall not be required within the Property.

6.3 Development shall be undertaken with underground electrical service to the buildings on the Property. Public utility lines in existing or future easements shall be permitted overhead so long as the buildings are serviced from underground.

6.4 No cyclone fencing shall be permitted on the Property and all curb cuts off the proposed service road must be at least 150 feet from Grand River Avenue.

ARTICLE VII. DESIGN OF BUILDING AND SIGNS

7.1 The architecture, building materials, colors and shapes of all non-residential buildings shall be in substantial conformity with the guidelines set forth in the 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. Large walls shall include varying building lines, setbacks, color accents, windows or other elements to varying building lines, setbacks, color accents, windows or other elements to upgrade appearance. Each site plan will include a narrative or illustration(s) that demonstrate the design will be consistent with, or complement, architecture of the other sites. Buildings shall utilize quality architecture with variable building lines and architectural accents. Brick facades or brick face panels or other natural materials (i.e., brick, stone, decorative block, etc.) shall be used for certain building faces.

7.2 Signage: Freestanding signs within the PUD shall be permitted. No pole signs shall be permitted. The users with frontage on the I-96 Freeway shall collectively be permitted to erect one monument sign along the Freeway, provided that such sign shall not exceed 20 feet in height and 200 square feet of area per sign face. The arch along the top of the sign as shown on the PUD Concept Plan is in addition to these dimensions, however, it may be a maximum of 3 additional feet. In addition to such freeway sign and store front signs facing Grand River Avenue, any user with I-96 frontage shall each be allowed an additional 100 square feet of building signage oriented toward the I-96 Freeway. These signs must be constructed of channel letters. Box signs shall not

be permitted. All building and monument signage facing the Grand River frontage shall conform with the Zoning Ordinance. Notwithstanding the foregoing, the Conceptual Plan includes detailed specifications for two permitted signs for the department store with a size of 195 square feet each on the 89,000 square foot building. These specifications are hereby approved by the Township and incorporated by reference into this PUD.

The monument entry sign at the West entrance shall be a maximum of 15 feet high, and 16 feet wide, with the arch being a maximum of an additional 3 feet (as shown on the Concept PUD Plan).

All freestanding signs shall have a base constructed of materials that coordinate and are not inconsistent with the building, and other signs within the PUD. All other lots within the PUD shall be limited to monument signs no taller than 6 feet and no larger than 72 square feet in area. All freestanding, lighted signs shall be internally lit. All other wall, highway and other signs shall be permitted over any customer entrance as authorized in the Zoning Ordinance. Exterior banners or other temporary exterior advertising signs shall be prohibited except for occasional temporary promotions or events may be approved by the Township Manager, subject to Section 8.0602 of 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. Tree removal is authorized throughout the Property, provided, however, that Owner shall work to preserve existing trees that are located in landscaped setback areas, if practicable given the scope of construction.

7.4 Rooftop Screening: As buildings are constructed, any roof top HVAC units will be screened with parapet walls to minimize views of such units from adjacent property, roadways and the I-96 freeway. Where parapet walls are impractical due to topography along the Freeway, penthouse screening shall be provided.

7.5 Ornamental Lighting: As the three (3) remaining outlots along Grand River receive site plan approval and are developed, ornamental lighting consistent with those along Grand River will be installed.

ARTICLE VIII. UTILITIES

8.1 All of the Property is located within the water special assessment district. Each parcel/use must connect to the community water system.

8.2 All of the 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 approved use of the Property, and the adequacy of wastewater treatment capacity shall not limit the type of use or density of the development based upon the Concept Plan attached hereto.

8.3 Neither floor drains nor water softener backwash drains shall be connected to the sanitary sewer system. To protect the ground water and safe drinking water, all water softeners shall utilize a potassium based regenerant. The car wash will be required to recycle its rinse water to limit the sodium released to meet Township and State (MDEQ/MDNR) standards.

8.4 The Property is comprised of two separate parcels in one sanitary sewer district and two water districts. The breakdown for connection fees is as follows:

	Acreage	Sewer District	Sewer conn. Fee	REU's Pd.	Water District	Water conn. Fee	REU's Pd.
11-09-200-003	17.62	89G/0 Sewer	\$3,500/REU	0	94 Genoa I	\$3,175/REU	21
11-09-200-002	6.49	89G/0 Sewer	\$3,500/REU	1	00 LE/MHOG	\$3,175/REU	4

ARTICLE IX. MISCELLANEOUS

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

9.2 Reference in this Agreement to activities by the Owner in relation to development is intended to include Owner's transferees and assigns unless context dictates to the contrary.

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

9.4 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).

9.5 Each site shall superimpose the approved plan of development upon the overall PUD plan to clearly illustrate the final development plan for each portion of the Property. The Developer shall provide an overall site plan, which incorporates general site plan for detail of all of the site plans upon completion of the entire development.

9.6 No storage or parking of semi-trailers shall be permitted for a period of greater than 24 hours within the PUD.



Weiss Properties

October 18, 2002

GENOA TOWNSHIP

Mr. Michael Archinal
Genoa Township
2911 Dorr Road
Brighton, MI 48116

OCT 23 2002

RECEIVED

Re: ~~Amendment to PUD~~
Genoa Square

Site Plan File

Dear Mr. Archinal:

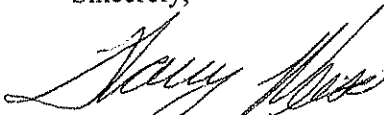
In keeping with our discussion of last week, I contacted Mr. Richard Heikkinen and asked him if he thought it would be more appropriate to execute the Fourth Amendment to PUD, or the new Planned Unit Development Agreement that has the original PUD and amendments one thru four incorporated into it. Mr. Heikkinen thought it would be best if both were executed. He believes that it is best to have one agreement that is current, however, he thought it would be appropriate if the fourth amendment was also executed.

Enclosed please find four (4) Fourth Amendment to Planned Unit Development Agreements and four (4) Planned Unit Development Agreements that are signed by Mr. Samona, Manager of Genoa 24 Grand, LLC. After the Township executes these, I would appreciate if you could return two originals of each to my office that are executed by both Genoa 24 Grand LLC and Genoa Township.

In the Planned Unit Development Agreement, I have also modified the cost for each water REU to be \$3,175.00. This is consistent with your memo, dated, October 16, 2002. It can be found on Page 8 in Section 8.4.

After having the opportunity to review the enclosed, please call me if you should have any questions.

Sincerely,



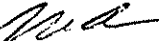
Harvey Weiss

Enclosure

cc: Richard Heikkinen

MEMORANDUM

TO: File

FROM: Mike Archinal; Township Manager 

DATE: 10/16/02

RE: Genoa "24" Connection Fees

Two parent parcels were assigned a total of 1 sewer REU and 25 water REU. The property has been approved for five outlots, an 88,000 square foot Kohl's and 60,000 square feet of unspecified retail. Sewer will be assessed at \$3,500 per REU. This property is in two separate water districts. The Grand River Water District charged \$3,000 per REU. The Lake Edgewood West District charged \$3,650 per REU. A proration of the property based on acreage yields a per water REU charge of \$3,175.


Kohl's

88,000 sq. ft. @ .15/1,000 = 13 REU

The developer will assign 13 of his vested water REU to Kohl's.
The developer will assign his 1 vested sewer REU to Kohl's

Upon Land Use Permit issuance for Kohl's, the developer will pay for 12 sewer REU for a total sewer connection charge of \$42,000.

The remaining 12 water REU will be assigned to the 60,000 square feet of unspecified retail. If this 60,000 square feet does not utilize all 12 REU they can be assigned to the outlots at the developer's discretion.

Cc:  Harvey Weiss
Deb Huntley; TTMPs
Gary McCririe; Township Supervisor
Correspondence File

Allocation of Special Assessment REU's

Genoa Square PUD

Sewer - 3,500

Water - ~~3,150~~ 3175.⁰⁰

Property was assessed 1 REU for Sewer and 25 REU's for water
 Sewer credit was paid with the kohls
 All additional sewer taps must be paid with land use permit.

User's REU's Credit Remaining

Kohls	13 REUs	12
Outlot 1	1 REUs	11
Bo Rics Hair Salon	2.15 REUs	9.85
6750 Retail	1.8 REU'S	8.05
30,750 Retail	4.58 REU'S	4.35
5000 Secretary of State	1.25 REU'S	3.1 REU

11/3/10 (WV)

* Water Credits must be authorized by Harvey Weiss

MEMORANDUM

TO: Harvey Weiss
FROM: Kelly VanMarter, Genoa Township Planning Director
DATE: November 2, 2010
RE: Secretary of State Water and Sewer Tap Fees
Genoa Square Retail Building
11-09-200-031 (south bldg)

This memo will describe the connection fees required for a 5,000 sq. ft. Secretary of State office located at the Genoa Square Retail Shops.

5000 sq. ft. @ 0.40 REU per 1,000 sq. ft.	2.0 REU
Less previously paid: (0.15 per 1,000 sq. ft.)	
# of REU's previously paid	0.75 REU
New Connection Charge	1.25 REU

Water	1.25 REU @ \$3,175	\$ 3,968.75
Sewer	1.25 REU @ \$3,500	\$ 4,375.00
	Total Due:	\$ 8,343.75
	LESS PREPAID WATER REU'S	- 3,968.75
	AMT DUE	4,375.00

Connection Fees must be paid at time of land use permit issuance.

TAP FEES	4375.00
WATER METER	620.00
	<hr/>
	4,995.00

MEMORANDUM

TO: Tim Schenk, Elder-Jones Permit Service
Harvey Weiss, Weiss Development

FROM: Kelly Kolakowski, Genoa Township Planning Director

DATE: September 20, 2005

RE: Sewer & Water Tap Fees

This memo will describe the connection fees required for a 1,350 sq. ft. BoRics Haircare Salon located at 1263 Lawson Drive on outlot one of the Genoa Square (Kohl's) PUD development.

Assuming a 1350 sq. ft. salon with capacity for 9 hair cutting stations:

Beauty Salons (9 stations @ 1 REU per shop plus 0.15 REU per booth)	2.35 REU's
Less previously paid:	
<u># of REU's previously paid (.15 per 1000 sq. ft)</u>	<u>0.2 REU's</u>
New Connection Charge	2.15 REU

Sewer	2.15 REU @ \$3,500.00	\$ 7,525.00
Connection Fee Due:		\$ 7,525.00

Connection Fees must be paid at time of land use permit issuance.

A meter package may also need to be purchased including the appropriate sized meter(s) and a MIU (meter interface unit). Please contact our Utility Department prior to land use permit issuance I trust this satisfies your request. Should you have any questions please feel free to contact me at 227-5225.

MEMORANDUM

TO: Ed Dunn
FROM: Kelly Kolakowski, Genoa Township Planning Director
DATE: June 8, 2005
RE: Sewer & Water Tap Fees

Per your request, this memo will describe the connection fees required for the Multi-Tenant retail building located on outlot one of the Genoa Square (Kohl's) PUD development.

Assuming a 6,750 sq. ft. of retail stores*:

Retail (6750 sq. ft. @ .15 REU per 1,000 sq. ft.)	1 REU
Less previously paid:	
# of REU's previously paid	<u>12 Water / 0 Sewer REU</u>
New Connection Charge	1 Sewer REU

Water	1 REU @ \$3,175.00	\$0*
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*-At the Direction of Mr. Weiss- credited REU's can be applied to this project.

Sewer	1 REU @ \$3,500.00	\$ 3,500
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Connection Fee Due:	\$ 3,500
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***NOTICE – As tenant spaces become leased, additional tap fees for non-retail businesses may be required.**

Connection Fees must be paid at time of land use permit issuance.

A meter package may also need to be purchased including the appropriate sized meter(s) and a MIU (meter interface unit). Please contact our Utility Department prior to land use permit issuance I trust this satisfies your request. Should you have any questions please feel free to contact me at 227-5225.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

WITNESSES:

[Handwritten Signature]

Lucan E. Jaffe
Lucan E. Jaffe

WITNESSES:

Lorraine Korja
Lorraine Korja

Nadine Samona

GENOA TOWNSHIP

By: [Handwritten Signature]
Gary T. McCririe

It's Supervisor

By: [Handwritten Signature]
Paulette A. Skolarus

It's Clerk

GENOA 24 GRAND, L.L.C.

By: [Handwritten Signature]
Najib Samona

It's Manager

STATE OF MICHIGAN]
]ss
COUNTY OF LIVINGSTON]

The foregoing instrument was acknowledged before me this _____ day of October 2002, by Gary T. McCririe, Supervisor and Paulette A. Skolarus, Clerk of Genoa Township, a general law township, on behalf of said township.

Notary Public
Livingston County, Michigan
My commission expires:_____

STATE OF MICHIGAN]
]ss
COUNTY OF LIVINGSTON]

The foregoing instrument was acknowledged before me this 21 day of October 2002, by Najib Samona, the Manager of Genoa 24 Grand, L.L.C., a Michigan Limited Liability, on behalf of said company.

Acting In

Notary Public
Livingston County, Michigan
My commission expires: 9/15/05

DRAFTED BY:

Harvey Weiss
Weiss Properties
525 E. Big Beaver, Suite 100
Troy, MI 48083

CRAIG P BOOGREN
Notary Public, Oakland County, MI
My Commission Expires Sep 15, 2005

EXHIBIT "C"

PERMITTED USES

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

b. Personal and business service establishments, performing services on the premises, including: flower shops, greeting card shops, photographic studios dry cleaning drop-off stations (without on site processing); fitness centers; copy centers; mailing centers, data processing centers, dressmakers and tailors; shoe repair shops; tanning salons; beauty parlors; barber shops, and similar establishments.

c. Banks, credit unions, savings and loan establishments and similar financial institutions with up to three (3) drive-through teller windows and two automated teller machine windows.

d. Banquet/assembly halls or other similar places of assembly.

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

f. Business services such as mailing, copying and data processing.

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

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

i. Convenience stores without gasoline sales.

- j. Health clubs, fitness centers, gyms and aerobic clubs.
- k. Public/government buildings.
- l. Professional offices of medical offices of doctors, dentists, optometrists, chiropractors, psychiatrists, psychologists and similar professions including clinics, medical care centers and urgent care stations with a maximum size of 40,000 square feet.
- m. Professional offices of lawyers, architects, engineers, insurance agents, real estate agents, financial consultants, accountants and similar or allied professions with a maximum size of 55,000 square feet.
- n. Restaurants, taverns and other places serving food or beverages, including those providing live entertainment restaurants, but excluding restaurants with drive-through facilities.
- o. Vocational and technical training facilities.
- p. Essential public services and buildings.
- q. All uses permitted by right or special land use in the Neighborhood Services District and the Office Services District.
- r. Auto sales, new and used.
- s. Adjacent to the automobile wash there shall be allowed one additional minor automobile maintenance establishment for vehicle fluid replacements, including oil, transmission fluid, radiator fluid, windshield washer fluid and excluding gasoline and/or diesel fuel sales.
- t. Automobile wash, automatic or self-serve.
- u. Conference Centers.
- v. Professional offices over 55,000 square feet of gross floor area and medical offices over 40,000 square feet of gross floor area.
- w. Recreational (indoor) such as bowling alleys, skating rinks, arcades, archery, indoor golf or softball.
- x. Restaurants with pick-up window or outdoor seating.
- y. Similar uses of the same nature or class as those listed herein as determined by the Planning Commission based on the Standards of Section 3.05.

z. Accessory uses, buildings and structures customarily incidental to any of the above uses, and defined in Article 3, General Provisions, Sections 3.31-3.36 shall be permitted except: accessory storage of hazardous materials shall require a separate Special Land use permit.

RECORDED

2005 NOV 18 P 2:49

SALLY REYNOLDS
REGISTER OF DEEDS
LIVINGSTON COUNTY, MI
45843

22/4

FIRST AMENDMENT TO THE CONSOLIDATED
PLANNED UNIT DEVELOPMENT AGREEMENT

AMENDMENT TO PLANNED UNIT DEVELOPMENT AGREEMENT

This Agreement made this ^{9th} day of June, 2005, by and between Genoa 24 Grand, L.L.C., a Michigan limited liability company whose address is 16445 West 12 Mile Road, Suite 206, Southfield, Michigan 48076 ("Owner") and the Township of Genoa, a general law township corporation whose address is 2911 Dorr Road, Brighton, Michigan 48116 ("Township").

RECITATIONS:

Owner is the owner of a certain parcel of 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 ("Property").

On May 4, 1992, the Township and the predecessor in interest to the Owner executed a Planned Unit Development Agreement ("the Original Agreement") with respect to the property.

On August 21, 2000, the Township Board at a properly noticed public hearing, in accordance with the zoning ordinance of the Township approved modifications to the development of the Property as a mixed use in the Planned Unit Development zoning district ("PUD") as set forth on the Owner's PUD conceptual site plan is designated as Exhibit "B" ("PUD Plan"), to a certain Amendment to the PUD dated October 31, 2000.

On October 31, 2000, the Owner's predecessor in interest and Township executed an Amendment to the Planned Unit Development Agreement which amendment included an Exhibit "C", setting forth the specific uses permitted within the PUD.

On December 3, 2001, the Owner and Township executed an Amendment to Exhibit "C" of the Planned Unit Development Agreement further amending the permitted uses.

On April 8, 2002, the Owner and Township executed an Amendment Exhibit "C" of the Planned Unit Development Agreement further amending the permitted uses.

On October 22, 2002, the Owner and Township executed a Planned Unit Development Agreement that restates and consolidates the above Agreements and also incorporates additional modifications to allow for the construction of a department store and other modifications to the Planned Unit Development Agreement and Exhibit "C" (Permitted Uses).

Owner and Township now wish to amend the last paragraph of Section 7.2 (Signage) and paragraph (n) of Exhibit "C" as follows:

The last paragraph of Section 7.2 shall be amended as follows:

All freestanding signs shall have a base constructed of materials that coordinate with and are not inconsistent with the building and other signs within the PUD. All other parcels within the PUD shall be limited to monument signs not taller than 6 feet in height and no larger than 72 square feet in area. All freestanding, lighted signs shall be internally illuminated. All wall, highway and

other signs shall be permitted over any customer entrance as authorized in the Zoning Ordinance. Notwithstanding the foregoing, all occupants of buildings constructed on the outlots within this development that have frontage on both Grand River Avenue and Lawson Drive shall not be permitted to install exterior building signage on both building elevations without obtaining Planning Commission approval. This provision shall apply to all outlots under the control of the Owner at the time of execution of this Amendment. Exterior banners or other temporary exterior advertising signs shall be prohibited except for occasional temporary promotions or events approved by the Township Manager, subject to Section 16.07.06 of the Zoning Ordinance.

Exhibit "C" (n) and (r) shall be amended as follows:

n. Restaurants, taverns and other places serving food and beverages, including those providing live entertainment, but excluding restaurants with drive-thru facilities. Notwithstanding the foregoing, a coffee shop with a drive thru customer service window shall be authorized to be constructed on East wall of the 6,750 sq. ft. multi tenant building the property commonly known as Outlot "1" of the development, as shown on the approved site plan containing approximately 1.28 acres. The customer drive-thru facility shall only be permitted for the sale of doughnuts, bagels, pastries, beverages, coffee and related similar beverages. If the occupant of this tenant space shall ever expand its menu to include meals or food similar to "fast food", it is agreed that the drive thru customer service window will be closed and not operated unless otherwise approved by the Township.

r. Auto sales, new and used shall be deleted and excluded from the Permitted Uses (Exhibit "C").

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

WITNESSES:

Angela Williams
Anegata Williams

Angela Williams
Anegata Williams

GENOA TOWNSHIP

By: [Signature]
Gary T. McCririe
Its Supervisor

By: [Signature]
Paulette A. Skolarus
Its Clerk

WITNESSES:

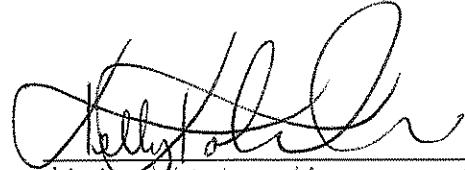
[Signature]
HARVEY WIS

GENOA 24 GRAND, L.L.C.

By: [Signature]
Najib Samona
Its Manager

STATE OF MICHIGAN]
]ss
COUNTY OF LIVINGSTON]

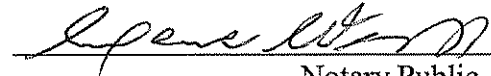
The foregoing instrument was acknowledged before me this 20th of June, 2005, by Gary T. McCririe, Supervisor and Paulette A. Skolarus, Clerk of Genoa Township, a general law township, on behalf of said township.



Kelly Kolakowski Notary Public
Livingston County, Michigan
My commission expires: 3/8/06
Acting in County of Livingston

STATE OF MICHIGAN]
]ss
COUNTY OF OAKLAND]

The foregoing instrument was acknowledged before me this 14 of June, 2005, by Najib Samona, the Manager of Genoa 24 Grand, a Michigan Limited liability, on behalf of said company.



Notary Public
Livingston County, Michigan
My commission expires: _____

EUGENE WEISS
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES May 20, 2011
ACTING IN COUNTY OF Oakland

DRAFTED BY:

Harvey Weiss
Weiss Properties
6960 Orchard Lake Road, Suite 234
West Bloomfield, MI 48322

Return to: Genoa Twp. ✓
2911 Dorff Rd
Brighton, MI 48116

LEGAL DESCRIPTION

A PART OF THE NORTHEAST 1/4 OF SECTION 9, T2N-R5E, GENOA TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 9; THENCE S 01°30'57" E 921.86 FEET ALONG THE NORTH AND SOUTH 1/4 LINE OF SAID SECTION 9, TO THE SOUTH LINE OF GRAND RIVER AVENUE; THENCE S 63°53'30" E 552.94 FEET ALONG THE SOUTH LINE OF SAID GRAND RIVER AVENUE TO THE POINT OF BEGINNING; THENCE S 63°53'30" E 172.88 FEET ALONG THE SOUTH LINE OF SAID GRAND RIVER AVENUE; THENCE S 64°41'00" E 80.40 FEET ALONG THE SOUTH LINE OF GRAND RIVER AVENUE; THENCE S 25°29'18" W 275.40 FEET; THENCE N 47°14'03" W 124.70 FEET; THENCE 251.05 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 202.87 FEET AND A CHORD BEARING AND DISTANCE OF N 09°25'46" W 235.33 FEET; THENCE N 26°06'30" E 47.03 FEET TO THE POINT OF BEGINNING. ALL OF THE ABOVE CONTAINING 1.28 ACRES.

ALL OF THE ABOVE ALONG WITH AND BEING SUBJECT TO A 50 FOOT WIDE PRIVATE ROAD ACCESS EASEMENT, THE CENTERLINE OF SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE N 1/4 CORNER OF SAID SECTION 9; THENCE S 01°30'57" E 921.86 FEET ALONG THE N AND S 1/4 LINE OF SAID SECTION 9, TO THE S LINE OF GRAND RIVER AVENUE; THENCE S 63°53'30" E 552.94 FEET ALONG THE S LINE OF SAID GRAND RIVER AVENUE, TO A POINT OF BEGINNING; THENCE S 26°06'30" W 47.03 FEET; THENCE 251.05 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 202.87 FEET AND A CHORD BEARING AND DISTANCE OF S 09°25'46" E 235.33 FEET; THENCE S 47°14'03" E 308.04 FEET; THENCE 296.81 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 400.00 FEET AND A CHORD BEARING AND DISTANCE OF S 68°44'20" E 290.05 FEET; THENCE S 89°56'16" E 11.60 FEET TO A POINT OF ENDING. THE ABOVE EASEMENT CONTAINING 1.05 ACRES. ALL OF THE ABOVE BEING SUBJECT TO EASEMENTS, RESTRICTIONS AND RIGHT-OF-WAYS OF RECORD.



**AMENDMENT TO THE PLANNED
UNIT DEVELOPMENT AGREEMENT**

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

RECITALS:

- A. On May 4, 1992, Township entered into a certain Planned Unit Development with Genoa 24 Grand, LLC ("24 Grand") with respect to certain real property as more particularly described on the attached Exhibit A ("Property").
- B. On August 21, 2000, the Township through its board at a properly noticed public hearing, in accordance with the zoning ordinance of the Township, approved modification to the development of the Property as a mixed use in the planned unit development zoning district, as further evidenced by a certain amendment to the Planned Unit Development entered into on October 31, 2000 by 24 Grand.
- C. The Planned Unit Development was further amended on December 3, 2001 and April 8, 2002.
- D. On October 24, 2002, 24 Grand and Township entered into an agreement that restated the PUD and consolidated the above referenced agreements, and incorporated additional modifications to the Planned Unit Development.
- E. On June 20, 2005, the Township and 24 Grand entered into a First Amendment of the Planned Unit Development (the Planned Unit Development as amended and restated collectively shall be referred to as the "PUD").
- F. Owner is a successor in interest to 24 Grand as the owner of certain real property that is part of the Property and subject to the PUD.
- G. Owner and Township wish to further amend and modify the terms of the PUD under the terms and conditions provided for herein

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

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

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

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

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

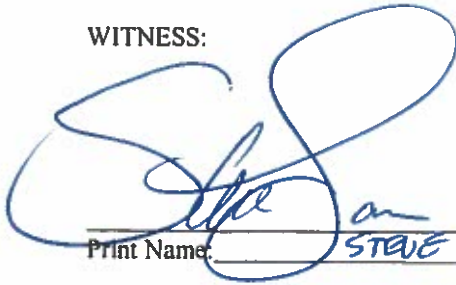
6. Ratification and Affirmation. Except as hereby amended, the PUD shall remain unmodified and in full force and effect. The PUD, as hereby amended, shall be binding upon and inure to the benefit of Township and Owner and their respective heirs, successors and assigns.

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

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


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

WITNESS:


Print Name: STEVE SAMONKA

Owner :


GENOA OUTLOTS, LLC
a Michigan limited liability company


By: NATAS SAMONKA
Its: MANAGER

CORPORATE ACKNOWLEDGEMENT

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

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


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

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

WITNESS:

Township:

GENOA CHARTER TOWNSHIP,
a Michigan Municipal Corporation

Amy Rudwig
Print Name: Amy Rudwig

Paulette A. Skolarus
By: Paulette A. Skolarus
Its: clerk

Kathleen Murphy
Print Name: Kathleen Murphy

Gary T. McCririe
By: Gary T. McCririe
Its: Supervisor

ACKNOWLEDGEMENT

STATE OF MICHIGAN)
) ss.
COUNTY OF LIVINGSTON)

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



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

ACKNOWLEDGEMENT

STATE OF MICHIGAN)
) ss.
COUNTY OF LIVINGSTON)

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

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

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



EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

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

PARCEL 1: Part of the Northeast 1/4 of Section 9, Town 2 North, Range 5 East, Genoa Township, Livingston County, Michigan, more particularly described as follows: Commencing at the North 1/4 corner of said Section 9; thence along the North-South 1/4 line of said Section 9, South 01 degrees 30 minutes 57 seconds East, 921.86 feet; thence along the South line of Grand River Avenue (Business Loop I-96) (100 foot wide Right of Way), South 63 degrees 53 minutes 30 seconds East, 351.73 feet, to the point of beginning of the parcel to be described; thence along the South line of Grand River Avenue (Business Loop I-96), South 63 degrees 53 minutes 30 seconds East 374.03 feet; thence along the South line of Grand River Avenue (Business Loop I-96), South 64 degrees 41 minutes 00 seconds East, 882.50 feet; thence South 23 degrees 19 minutes 00 seconds West, 1.00 foot; thence along the Southwesterly line of the East bound "On Ramp" for I-96, Southeast on an arc right, having a length of 167.92 feet, a radius of 1243.24 feet, a central angle of 07 degrees 44 minutes 19 seconds and a long chord which bears South 60 degrees 48 minutes 50 seconds East, 167.79 feet; thence continuing along the Westerly line of said "On Ramp", South 01 degrees 26 minutes 10 seconds East, 61.23 feet; thence continuing along the Westerly line of said "On Ramp", Southeast on an arc right, having a length of 626.34 feet, a radius of 1193.24 feet, a central angle of 30 degrees 04 minutes 30 seconds and a long chord which bears South 40 degrees 14 minutes 27 seconds East, 619.18 feet; thence along the Northerly line of I-96 Expressway, West on an arc left, having a length of 969.46 feet, a radius of 2567.79 feet, a central angle of 18 degrees 42 minutes 59 seconds and a long chord which bears North 83 degrees 53 minutes 06 seconds West, 965.16 feet; thence continuing along the North line of I-96 Expressway, South 86 degrees 45 minutes 25 seconds West, 693.66 feet; thence along the East line of the West 12 acres of the Southwest 1/4 of the Northeast 1/4 of said Section 9, lying South of Grand River Avenue, North 01 degrees 30 minutes 57 seconds West, 1095

Now Known as:

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

Parcel No: 4711-09-200-020

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

Parcel No: 4711-09-200-025

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

Parcel No: 4711-09-200-026

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

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

Parcel No: 4711-09-200-027

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

Parcel No: 4711-09-200-028

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

Parcel No: 4711-09-200-030

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

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

EXHIBIT B

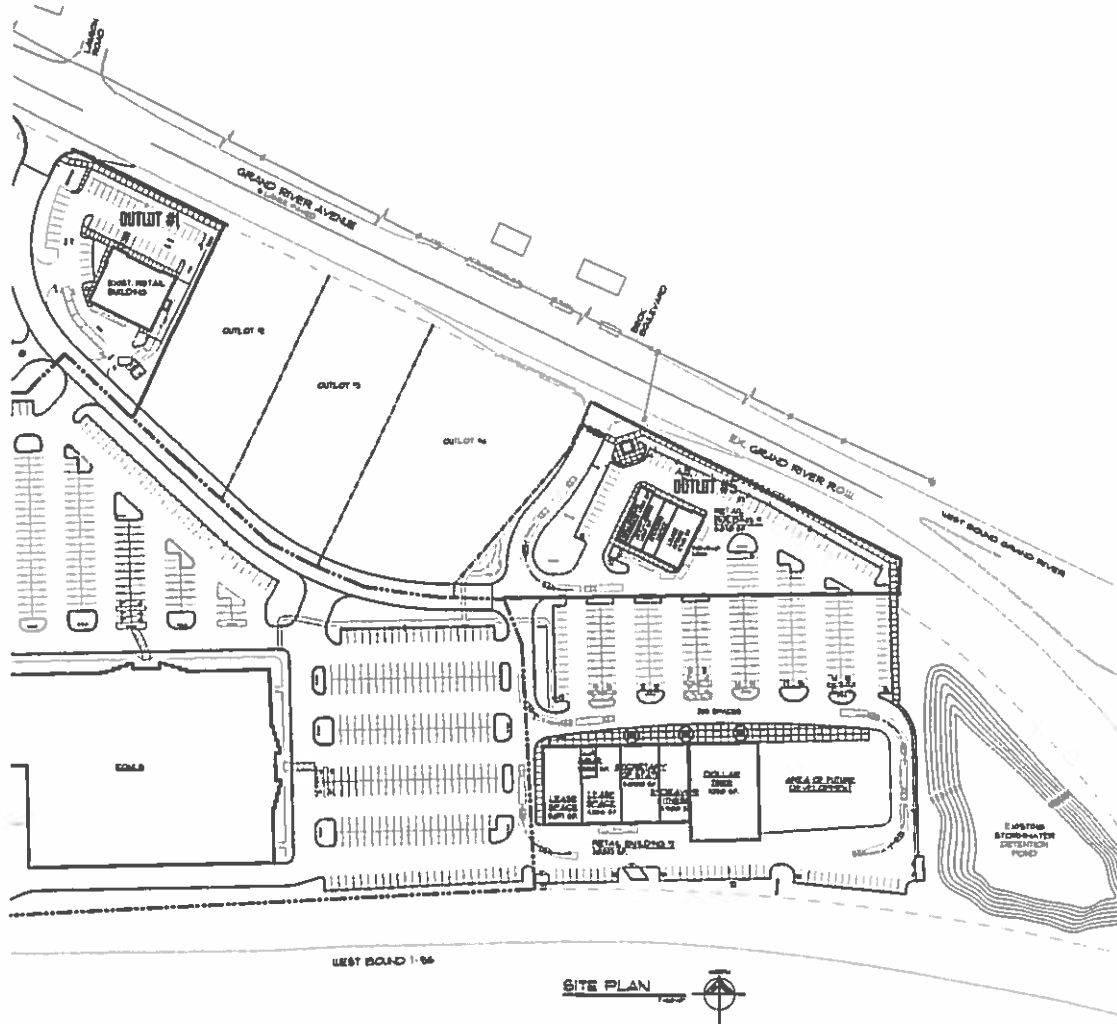


EXHIBIT C
PERMITTED USES

Subject to paragraph cc below, the permitted uses are:

- a. A shopping center consisting of an anchor department store, smaller stores and outlots shall be constructed on this property (subject to Section 2.5 of this Agreement to which this Exhibit "C" is attached) which may provide goods and services such as but not limited to fruit markets; bakery goods, including bakery items produced on the premises; groceries; meats, provided no slaughtering shall take place on the premises; auto parts; seafood; dairy products; appliances; furniture and home furnishings; apparel; art galleries; drugs and pharmacy products; home improvement items; hardware and garden supplies; sporting goods; bicycles; toys; hobby crafts; rental and sales of videos; music; musical instruments; movie theaters; recorded music; books; computer and software sales, and similar establishments not specifically addressed elsewhere.
- b. Personal and business service establishments performing services on the premises, including but not limited to: flower shops, greeting card shops, photographic studios, dry cleaning drop off stations (without on site processing); fitness centers; copy centers; mailing centers; data processing centers; dressmakers and tailors; shoe repair shops; tanning salons; beauty parlors; barber shops; and similar establishments.
- c. Banks, credit unions, savings and loan establishments and similar financial institutions with up to Four (4) drive through teller windows and/or up to two automated teller machine windows
- d. Banquet/assembly halls or other similar places of assembly including but not limited to private clubs, fraternal order halls, lodge halls or similar.
- e. Hotels/motels including accessory convention/meeting facilities and restaurants. Hotels/motels not to exceed 125 rooms each.
- f. Business services such as but not limited to mailing, copying, and data processing.
- g. Child Care centers, preschool and commercial day care centers provided that for each child cared for, there shall be provided and maintained a minimum of thirty-five (35) square feet of building area per child and fifty (50) square feet of building area per infant or as shall be required by the licensing rules of the State of Michigan for child care centers now in effect. In addition, there shall be an outdoor play area with a minimum play area of six thousand (6,000) square feet. The required play area shall be fenced and screened from any abutting residential district. The Planning Commission may reduce the required play area in consideration of care denoted to infants.
- h. Commercial schools and studios for photography, beauty and hair care, art, dance, music, theater, ballet, martial arts, etc.
- i. Convenience stores without gasoline sales, which may include the sale of beer, wine, and liquor s.
- j. Health clubs, fitness centers, gyms, and aerobic clubs.
- k. Public/government buildings.
- l. Professional offices or medical offices including doctors, dentists, optometrists, chiropractors, psychiatrists, psychologists, and similar professions including clinics, medical care centers and urgent care stations with a maximum size of 40,000 square feet.
- m. Professional offices including lawyers, architects, engineers, insurance agents, real estate agents, financial consultants, accountants, bookkeepers and similar or allied professions with a maximum size of 55,000 square feet per user..
- n. Restaurants, taverns and other places serving food or beverages including those providing live entertainment restaurants but not entertainment commonly known as "adult entertainment" (provided the foregoing

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

- o. Vocational and technical training facilities.
- p. Essential public services and buildings.
- q. All uses permitted by right or special land use in the Neighborhood Services District and/or the Office Services District s.
- r. Automobile (including motorcycle) sales and lease, new and used, and car rental.
- s. Minor automobile maintenance and/or repair establishment including but limited to ~~for~~ vehicles fluid replacements, including oil, transmission fluid, radiator fluid, windshield washer fluid and excluding gasoline and/or diesel fuel sales.
- t. Automobile wash, automatic or self service.
- u. Conference Centers.
- v. Professional offices over 55,000 square feet of gross floor area and medical offices over 40,000 square feet of gross floor area.
- w. Recreational (indoor) such as bowling alleys, skating rinks, arcades, archery, indoor golf or softball, and any combination of the foregoing which may include accessory indoor restaurant, bars, concession stands, games, etc.
- x. Restaurants with pick up window and/or outdoor seating subject to item (cc) below.
- y. Pharmacy, drug store or convenience store which may contain drive through facilities which may or may not sell beer, wine, and/or liquor provided alcoholic beverages shall not be delivered to customers through drive through facilities subject to item (aa) below.
- z. Internal, climate controlled, self-storage and/or Mini storage – indoors, with limited overhead doors excluding Outlots # 1, 2, 3, 4 and 5, subject to special land use approval.
- aa. Accessory uses, buildings, and structures customarily incidental to any of the above uses as defined in Section 25.02 of the Genoa Township Zoning Ordinance shall be permitted except: accessory storage of hazardous materials shall require a separate Special Land use permit.
- bb. Similar uses of the same nature or class as these listed herein as reasonably determined by the Planning Commission based on the standards of Section 11.02 of the Genoa Township Zoning Ordinance.
- cc. Provided such drive through facilities provide adequate stacking within the development site (including internal roads within said development), a single drive through user of any kind (including a restaurants, taverns and other places servicing food or beverages with drive through facilities and/or pick up window) per outlot, shall be permitted for Outlot # 2, 3, 4 and 5 (the northeasterly outlot building) by right, and additional drive facilities may be provided in the Development upon special land use approval. The provisions of this item (cc) shall control

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