

2021R-046148  
RECORDED ON  
11/16/2021 08:31:01 AM  
BRANDON DENBY  
REGISTER OF DEEDS  
LIVINGSTON COUNTY, MI 48843  
RECORDING: 26.00  
REMON: 4.00  
PAGES: 8

**THIRD AMENDMENT TO THE PLANNED  
UNIT DEVELOPMENT AGREEMENT**

This Third Amendment to the Planned Unit Development Agreement ("Amendment") is entered into this 26 day of OCTOBER, 2021 by and between GRAND RIVER/LAWSON ASSOCIATES, LLC ("Owner"), GRAND RIVER/WHITEHORSE ASSOCIATES, LLC ("Whitehorse"), and the GENOA CHARTER TOWNSHIP, a Michigan Municipal Corporation ("Township") whose address is 2911 Dorr Road, Brighton, Michigan 48116.

RECITALS:

- A. Owner and Township entered into a certain Planned Unit Development Agreement on October 15, 2003, as amended by that certain First Amendment to the Planned Unit Development Agreement on June 20, 2005, and as further amended by that certain Amendment to the Planned Unit Development Agreement on October 12, 2016 (collectively, the "PUD") governing certain property as more particularly described on the attached Exhibit A ("Property");
- B. Owner and Township wish to further amend and modify the terms of the PUD under the terms and conditions provided for herein; and
- C. Whitehorse as owner of a portion of the Property hereby consents to and agrees to be bound by the terms and conditions of this Agreement.

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. Permitted Uses. Subsection r of Exhibit "B" of the PUD (entitled "Permitted Uses of the PUD") is hereby deleted and replaced in its entirety with the following:

r. Automatic automobile washes (provided (i) the same shall substantially conform to the site specifications as shown on Schedule 1 of the Third Amendment to the Planned Development Agreement; (ii) the same shall comply with the use requirements for automatic automobile washes as set forth in Section 7.02.02(l) of the Genoa Charter Township Zoning Code; and (iii) notwithstanding anything contained in the Zoning Ordinance, PUD, fee schedule, or any other similar regulation of Genoa Township to the contrary, the connection fees for automatic automobile washes located within the PUD shall be calculated at the then-prevailing rate of connection cost times 25.2 Residential Equivalent Units ("REUs") based upon the existing Equivalent User Table of Genoa Charter Township (provided that the automatic automobile wash utilizes an industry standard water reclamation system; otherwise the rate of connection shall be calculated at the then-prevailing rate of connection cost times 48.3 REUs), and auto repair establishments (provided that, unless part of an automobile dealership, the establishment shall be limited to maintenance and minor repairs only, including but not limited to oil change, tire and brake service audio, telephone and alarm installation, etc.).

2. **Connection Fees.** Article VIII, Section 8.4 of the PUD is hereby deleted and replaced in its entirety with the following:

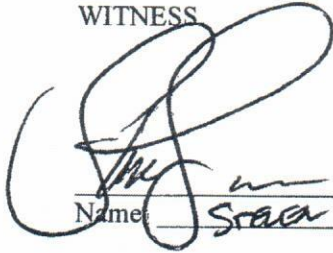
8.4 The cost for connection fees is as follows: the connection fee for both water and sanitary sewer shall be the then-prevailing rate of connection cost/REU, per connection, as set forth in the Equivalent User Table of the Genoa Charter Township as the same may be amended from time to time.

2. **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. The terms of the PUD, as hereby amended, shall run with the land and this Third Amendment shall be recorded on title to the Property with the local register of deeds.
3. **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.
4. **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.

*[Remainder of page intentionally left blank.]*  
*[Signatures and acknowledgements contained on the following page(s) hereof.]*

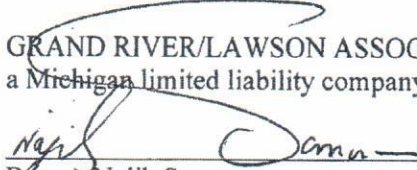
IN WITNESS WHEREOF, the parties have executed this Third Amendment on the dates indicated.

WITNESS

  
Name: Tracy Samona

OWNER

GRAND RIVER/LAWSON ASSOCIATES, LLC  
a Michigan limited liability company

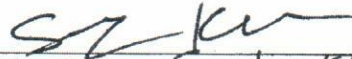
  
By: Najib Samona  
Its: Manager

CORPORATE ACKNOWLEDGEMENT

STATE OF MICHIGAN     )  
  ) ss:  
COUNTY OF OAKLAND    )

The foregoing instrument was acknowledged and executed before me this 19<sup>TH</sup> day of OCTOBER 2021 by Najib Somona, the Manager of GRAND RIVER/LAWSON ASSOCIATES, LLC, a Michigan limited liability company, on behalf of the Michigan limited liability company.



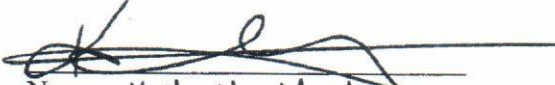
  
Printed Name: Sandy Khamerko  
Notary Public, Oakland County, MI  
My Commission Expires: Aug. 30, 2025


[Signatures and acknowledgements continue on following page(s) hereof.]

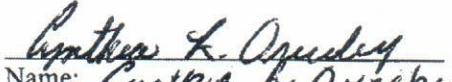
WITNESS

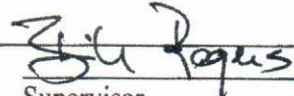
TOWNSHIP

GENOA CHARTER TOWNSHIP,  
a Michigan Municipal Corporation

  
Name: Kelly Van Marter

By:   
Its: PAULETTE SKOLARUS  
Clerk

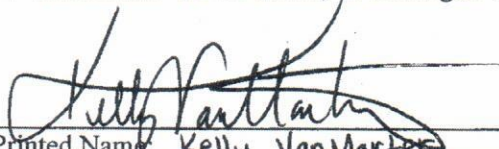
  
Name: Cynthia K. Overby

By:   
Its: BILL ROGERS  
Supervisor

ACKNOWLEDGEMENT

STATE OF MICHIGAN )  
                          ) LIVINGSTON ) ss:  
COUNTY OF ~~OAKLAND~~ )

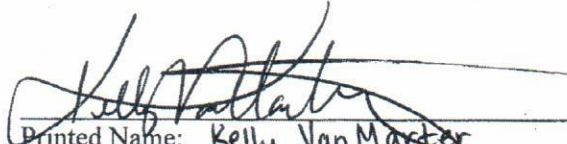
The foregoing instrument was acknowledged and executed before me this 26 day of OCTOBER 2021 by PAULETTE SKOLARUS, the Clerk of GENOA CHARTER TOWNSHIP, a Michigan Municipal Corporation, on behalf of said Corporation.

  
Printed Name: Kelly Van Marter  
Notary Public, LIVINGSTON County, MI  
My Commission Expires: 3/8/2027

ACKNOWLEDGEMENT

STATE OF MICHIGAN )  
                          ) LIVINGSTON ) ss:  
COUNTY OF ~~OAKLAND~~ )

The foregoing instrument was acknowledged and executed before me this 26 day of OCTOBER 2021 by BILL ROGERS, the Supervisor of GENOA CHARTER TOWNSHIP, a Michigan Municipal Corporation, on behalf of said Corporation.

  
Printed Name: Kelly Van Marter  
Notary Public, LIVINGSTON County, MI  
My Commission Expires: 3/8/2027

{8629203: }

EXHIBIT A

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

Part of the Northeast ¼ of Section 9, Town 2 North, Range 5 East, Genoa Township, Livingston County, Michigan and described as follows: Commencing at the North 1/4 corner of Section 9; thence South 89 degrees 06 minutes 45 seconds East 1170.49 feet along the North line of Section 9 (as described); thence South 10 degrees 22 minutes 00 seconds East 225.24 feet; thence South 24 degrees 46 minutes 00 seconds East 217.75 feet to a point on the West line of Sunrise Park Subdivision (as recorded in Liber 2, Page 23 of Plans, Livingston County Records); thence South 02 degrees 06 minutes 05 seconds West 257.92 feet along said West line of Sunrise Park Subdivision to the point of beginning of this description; thence continuing South 02 degrees 06 minutes 05 seconds West 501.68 feet along said West line of Sunrise Park Subdivision to a point being North 02 degrees 06 minutes 05 seconds East 80.00 feet from a plat corner; thence South 89 degrees 23 minutes 30 seconds West 315.60 feet; thence South 20 degrees 44 minutes 00 seconds West 150.00 feet to a point on the Northerly right-of-way line of Grand River Avenue (100 feet wide); thence along said Northerly right-of-way line North 61 degrees 02 minutes 30 seconds West 432.24 feet to a point on the Easterly right-of-way line of Lawson Drive (66 feet wide); thence along said Easterly right-of-way line of Lawson Drive the following 2 courses, North 19 degrees 06 minutes 45 seconds East 253.11 feet; thence 184.54 feet along an arc of a curve to the left having a radius of 1059.63 feet, a central angle of 09 degrees 58 minutes 42 seconds and a long chord bearing and distance of North 14 degrees 07 minutes 25 seconds East 184.31 feet; thence North 88 degrees 24 minutes 00 seconds East 354.40 feet; thence South 01 degree 36 minutes 00 seconds East 29.00 feet; thence North 88 degrees 24 minutes 00 seconds East 63.60 feet; thence North 01 degree 36 minutes 00 seconds West 29.00 feet; thence North 88 degrees 24 minutes 00 seconds East 219.68 feet to the point of beginning.

Now Known as:

SEC 9 T2N R5E COMM AT N 1/4 COR TH S89°06'45"E 1170.49 FT TH S10°22'00"E 225.24 FT TH S24°46'00"E 217.75 FT TH S02°06'05"W 257.92 FT FOR POB TH S02°06'05"W 501.68 FT TH S89°23'30"W 315.60 FT TH S20°44'00"W 150 FT TH N61°02'30"W 57.09 FT TH N20°44'00"E 185.69 FT TH DUE NORTH 433.30 FT TH N88°24'00"E 88.16 FT TH S01°36'00"E 29 FT TH N88°24'00"E 63.60 FT TH N01°36'00"E 29 FT TH N88°24'00"E 219.68 FT TO POB

Parcel Number: 4711-09-200-038

SEC 9 T2N R5E COMM AT N 1/4 COR TH S89°06'45"E 1170.49 FT TH S10°22'00"E 225.24 FT TH S24°46'00"E 217.75 FT TH S02°06'05"W 257.92 FT TH S88°24'00"W 219.68 FT TH S01°36'00"E 29 FT TH S88°24'00"W 63.60 FT TH N01°36'00"W 29 FT TH S88°24'00"W 88.16 FT TH DUE SOUTH 214.13 FT TH DUE WEST 92.58 FT TO POB

Parcel Number: 4711-09-200-039

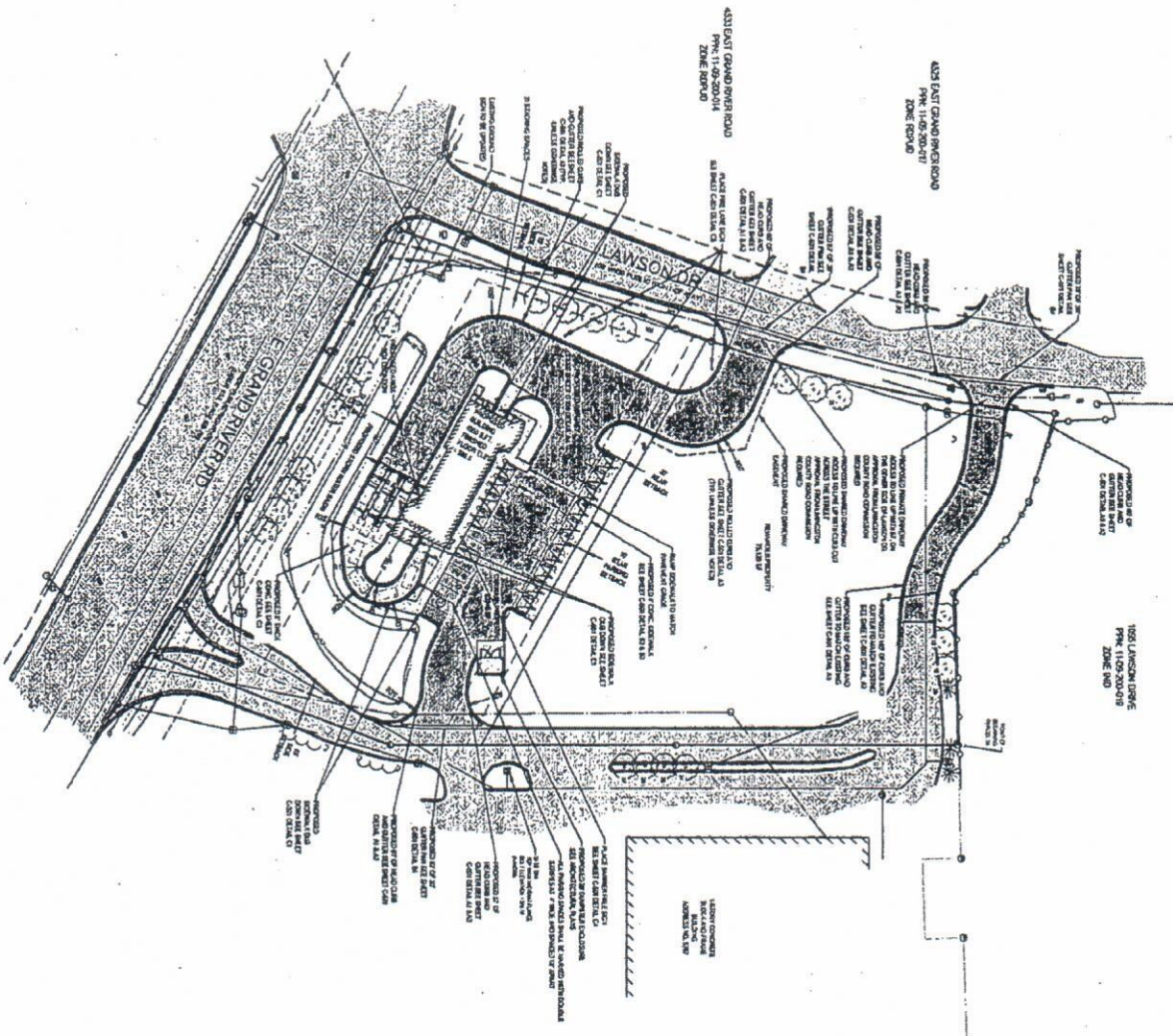
SEC 9 T2N R5E COMM AT N 1/4 COR TH S89°06'45"E 1170.49 FT TH S10°22'00"E 225.24 FT TH S24°46'00"E 217.75 FT TH S02°06'05"W 257.92 FT TH S88°24'00"W 219.68 FT TH S01°36'00"E 29 FT TH S88°24'00"W 63.60 FT TH N01°36'00"W 29 FT TH S88°24'00"W 88.16 FT TH DUE SOUTH 214.13 FT TO POB TH DUE SOUTH 219.17 FT TH S20°44'00"W 185.69 FT TH N61°02'30"W 213.69 FT TH N28°57'30"E 330.72 FT TH DUE EAST 92.58 FT TO POB

Parcel Number: 4711-09-200-040

SEC 9 T2N R5E COMM AT N1/4 COR TH S89°06'45"E 1170.49 FT TH S10°22'00"E 225.24 FT TH S24°46'00"E 217.75 FT TH S02°06'05"W 257.92 FT TH S88°24'00"W 219.68 FT TH S01°36'00"E 29 FT TH S88°24'00"W 63.60 FT TH N01°36'00"W 29 FT TH S88°24'00"W 88.16 FT TO POB TH DUE SOUTH 214.13 FT TH DUE WEST 320.80 FT TH N19°06'45"E 29.60 FT TH 184.54 FT ALNG ARC OF A CURVE LEFT CHORD BEARING N14°07'25"E 184.31 FT TH N88°24'00"E 266.24 FT TO POB ALSO COMM AT N1/4 COR TH S89°06'45"E 654.21 FT TH S89°06'45"E 516.28 FT TH S10°22'00"E 225.24 FT TH S24°46'00"E 217.75 FT TH S02°06'05"W 257.92 FT TH S88°24'00"W 219.68 FT TH S01°36'00"E 29 FT TH S88°24'00"W 63.60 FT TH N01°36'00"W 29 FT TH S88°24'00"W 204.26 FT TO POB TH N46°15'18"W 57.43 FT TH N59°59'29"W 34.69 FT TH N73°43'39"W 71.55 FT TH ALONG ARC OF A CURVE RIGHT CHORD BEARING S06°55'12"W 81.90 FT TH N88°24'00"E 150.14 FT TO POB EXCLUDING THE FOLLOWING

PART OF THE NORTHWEST 1/4 OF SECTION 9, T2N-R5E, GENOA TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN. COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 9; THENCE S89°08'45"E, 1170.45 FEET ALONG THE NORTH LINE OF SECTION 9 (AS RECORDED); THENCE S10°22'00"E, 225.24 FEET; THENCE S24°46'00"E, 217.75 FEET TO A POINT ON THE WEST LINE OF "SUNRISE PARK SUBDIVISION" (AS RECORDED IN LIBER 2 OF PLATS, PAGE 23, LIVINGSTON COUNTY RECORDS); THENCE S02°06'05"W, 257.92 FEET ALONG SAID WEST LINE OF "SUNRISE PARK SUBDIVISION"; THENCE S88°24'00"W, 219.68 FEET; THENCE S01°36'00"E, 29.00 FEET; THENCE S88°24'00"W, 63.60 FEET; THENCE N01°36'00"W, 29.00 FEET; THENCE S88°24'00"W, 116.16 FEET TO THE PLACE OF BEGINNING; THENCE CONTINUING S88°24'00"W 150.08 FEET, TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF LAWSON DRIVE (66 FEET WIDE); THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF LAWSON DRIVE ALONG AN ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1059.63 FEET, A CENTRAL ANGLE OF 04°25'45" AND A LONG CHORD BEARING AND DISTANCE OF N06°55'10"E, 81.90 FEET; THENCE S73°43'39"E, 71.55 FEET; THENCE S59°59'29"E, 34.69 FEET; S46°15'18"E, 57.43 FEET THENCE TO THE PLACE OF BEGINNING, CONTAINING 7518 SQUARE FEET OF LAND, MORE OR LESS.

# SCHEDULE 1



**NOTES:**

1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
2. ALL CONCRETE SHALL BE 3000 PSI STRENGTH.
3. ALL ASPHALT SHALL BE 1 1/2" THICK.
4. ALL UTILITIES SHALL BE DEPTH TO CENTER UNLESS OTHERWISE NOTED.
5. ALL ERECTION SHALL BE IN ACCORDANCE WITH THE 2012 INTERNATIONAL RESIDENTIAL CODE BOOK.
6. ALL ELECTRICAL SHALL BE IN ACCORDANCE WITH THE 2012 NATIONAL ELECTRICAL CODE.
7. ALL MECHANICAL SHALL BE IN ACCORDANCE WITH THE 2012 INTERNATIONAL MECHANICAL CODE.
8. ALL PLUMBING SHALL BE IN ACCORDANCE WITH THE 2012 INTERNATIONAL PLUMBING CODE.
9. ALL FIRE PROTECTION SHALL BE IN ACCORDANCE WITH THE 2012 INTERNATIONAL FIRE CODE.
10. ALL SIGNAGE SHALL BE IN ACCORDANCE WITH THE 2012 INTERNATIONAL SIGNAGE CODE.
11. ALL LANDSCAPING SHALL BE IN ACCORDANCE WITH THE 2012 INTERNATIONAL LANDSCAPING CODE.
12. ALL SITEWORK SHALL BE IN ACCORDANCE WITH THE 2012 INTERNATIONAL SITEWORK CODE.
13. ALL UTILITIES SHALL BE DEPTH TO CENTER UNLESS OTHERWISE NOTED.
14. ALL ERECTION SHALL BE IN ACCORDANCE WITH THE 2012 INTERNATIONAL RESIDENTIAL CODE BOOK.
15. ALL ELECTRICAL SHALL BE IN ACCORDANCE WITH THE 2012 NATIONAL ELECTRICAL CODE.
16. ALL MECHANICAL SHALL BE IN ACCORDANCE WITH THE 2012 INTERNATIONAL MECHANICAL CODE.
17. ALL PLUMBING SHALL BE IN ACCORDANCE WITH THE 2012 INTERNATIONAL PLUMBING CODE.
18. ALL FIRE PROTECTION SHALL BE IN ACCORDANCE WITH THE 2012 INTERNATIONAL FIRE CODE.
19. ALL SIGNAGE SHALL BE IN ACCORDANCE WITH THE 2012 INTERNATIONAL SIGNAGE CODE.
20. ALL LANDSCAPING SHALL BE IN ACCORDANCE WITH THE 2012 INTERNATIONAL LANDSCAPING CODE.
21. ALL SITEWORK SHALL BE IN ACCORDANCE WITH THE 2012 INTERNATIONAL SITEWORK CODE.

**PROPOSED LOT DIMENSIONS:**

PROPOSED LOT DIMENSIONS: 150' X 150'

PROPOSED LOT DIMENSIONS: 150' X 150'

PROPOSED LOT DIMENSIONS: 150' X 150'

<b>Issued for:</b> <b>TOMMY'S EXPRESS CARWASH</b> 4514 E GRAND RIVER AVE HOWELL, MICHIGAN 48843 PT. OF THE NE 1/4 SEC. 9, T2N, R5E GENOA TWP, LIVINGSTON CO, MICHIGAN	<b>ROC WASH HOLDINGS, INC</b> ATTN: MR. BLAKE PETERSON 240 E 8TH STREET HOLLAND, MI 48423	<b>HOLLAND ENGINEERING</b> 2100 Hoover Highway Holland, Michigan 48423 www.hollandengineering.com T: 616-291-1111 F: 616-291-1110

2016R-033718  
RECORDED ON  
11/01/2016 1:51:14 PM  
SALLY REYNOLDS  
REGISTER OF DEEDS  
LIVINGSTON COUNTY, MI 48843  
RECORDING: 26.00  
REMON: 4.00  
PAGES: 10



**AMENDMENT TO THE PLANNED  
UNIT DEVELOPMENT AGREEMENT**

This Amendment to the Planned Unit Development ("Agreement") is entered into this 12<sup>th</sup> day of OCTOBER, 2016 by and between GRAND RIVER/LAWSON ASSOCIATES, LLC ("Owner"), GRAND RIVER/WHITEHORSE ASSOCIATES, LLC, ("Whitehorse") and the GENOA CHARTER TOWNSHIP, a Michigan Municipal Corporation ("Township") whose address is 2911 Dorr Road, Brighton, Michigan 48116.

**RECITALS:**

- A. Owner and Township entered into a certain Planned Unit Development Agreement ("PUD") on October 15, 2003 as amended on June 20, 2005, governing certain property as more particularly described on the attached Exhibit A ("Property").
- B. Owner and Township wish to further amend and modify the terms of the PUD under the terms and conditions provided for herein.
- C. Whitehorse as owner of a portion of the Property hereby consents to and agrees to be bound by the terms and conditions of this Agreement.

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. The parties further acknowledge that additional property ("Additional Property") described on the attached Exhibit "C" was acquired at the request of the Township by the Owner which and is currently zoned industrial but is not included in PUD. Owner acknowledges that Township may adjust the zoning to the Additional Property so that it is zoned the same as the Property.
- 2. Exhibit B. Exhibit "B" entitled Permitted Uses of the PUD shall be deleted in its entirety and replaced with the following Exhibit B attached hereto. Any permitted use as provided in the attached Exhibit shall be subject to specific requirements as to such use in the Zoning Ordinance of Genoa Township, where applicable.

- 3. Section 3.3. The following sentence shall be added to the end of Section 3.3 of the PUD:

In consideration of the installation of the traffic light at the main entrance of the Property as provided for above and at the intersection of the I-96 West exit 141 exit ramp and Grand River Avenue, Owner shall be permitted to modify the limited access drive to function as a full unrestricted point of ingress and egress subject to MDOT approval and accompanying traffic study.

- 4. Retention/Detention. Notwithstanding anything to the contrary, in the event the Property lacks detention and/or retention facilities to accommodate further development of the Property, Owner and/or Whitehorse (or their



successor or assigns) shall be permitted to create additional detention/retention ponds upon the Property (including underground facilities), subject to proper governmental approval, not to be unreasonably withheld, conditioned or delayed. The Owner/Whitehorse may propose underground stormwater detention /retention in combination with or in lieu of detention/retention ponds subject to the provisions of Genoa Ordinance 13.08.02. Stormwater facilities shall be subject to Article V of the PUD

5. Amendment of PUD. The parties hereby expressly agree that in no event shall the PUD be amended without the consent of Grand River/Lawson, 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 Grand/River Lawson, LLC (or their successor or assigns) in its sole and absolute discretion. 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.

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.





WITNESS:

Township:

GENOA CHARTER TOWNSHIP,  
a Michigan Municipal Corporation

Amy Rothig  
Print Name: Amy Rothig

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 12<sup>th</sup> 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  
Notary Public, Livingston County, MI  
My Commission Expires March 8, 2020

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 12<sup>th</sup> 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

KELLY VANMARTER  
Notary Public, Livingston County, MI  
My Commission Expires March 8, 2020



EXHIBIT A

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

Part of the Northeast ¼ of Section 9, Town 2 North, Range 5 East, Genoa Township, Livingston County, Michigan and described as follows: Commencing at the North 1/4 corner of Section 9; thence South 89 degrees 06 minutes 45 seconds East 1170.49 feet along the North line of Section 9 (as described); thence South 10 degrees 22 minutes 00 seconds East 225.24 feet; thence South 24 degrees 46 minutes 00 seconds East 217.75 feet to a point on the West line of Sunrise Park Subdivision (as recorded in Liber 2, Page 23 of Plats, Livingston County Records); thence South 02 degrees 06 minutes 05 seconds West 257.92 feet along said West line of Sunrise Park Subdivision to the point of beginning of this description; thence continuing South 02 degrees 06 minutes 05 seconds West 501.68 feet along said West line of Sunrise Park Subdivision to a point being North 02 degrees 06 minutes 05 seconds East 80.00 feet from a plat corner; thence South 89 degrees 23 minutes 30 seconds West 315.60 feet; thence South 20 degrees 44 minutes 00 seconds West 150.00 feet to a point on the Northerly right-of-way line of Grand River Avenue (100 feet wide); thence along said Northerly right-of-way line North 61 degrees 02 minutes 30 seconds West 432.24 feet to a point on the Easterly right-of-way line of Lawson Drive (66 feet wide); thence along said Easterly right-of-way line of Lawson Drive the following 2 courses, North 19 degrees 06 minutes 45 seconds East 253.11 feet; thence 184.54 feet along an arc of a curve to the left having a radius of 1059.63 feet, a central angle of 09 degrees 58 minutes 42 seconds and a long chord bearing and distance of North 14 degrees 07 minutes 25 seconds East 184.31 feet; thence North 88 degrees 24 minutes 00 seconds East 354.40 feet; thence South 01 degree 36 minutes 00 seconds East 29.00 feet; thence North 88 degrees 24 minutes 00 seconds East 63.60 feet; thence North 01 degree 36 minutes 00 seconds West 29.00 feet; thence North 88 degrees 24 minutes 00 seconds East 219.68 feet to the point of beginning.

Now Known as:

SEC 9 T2N R5E COMM AT N 1/4 COR TH S89\*06'45"E 1170.49 FT TH S10\*22'00"E 225.24 FT TH S24\*46'00"E 217.75 FT TH S02\*06'05"W 257.92 FT FOR POB TH S02\*06'05"W 501.68 FT TH S89\*23'30"W 315.60 FT TH S20\*44'00"W 150 FT TH N61\*02'30"W 57.09 FT TH N20\*44'00"E 185.69 FT TH DUE NORTH 433.30 FT TH N88\*24'00"E 88.16 FT TH S01\*36'00"E 29 FT TH N88\*24'00"E 63.60 FT TH N01\*36'00"E 29 FT TH N88\*24'00"E 219.68 FT TO POB

Parcel Number: 4711-09-200-038

SEC 9 T2N R5E COMM AT N 1/4 COR TH S89\*06'45"E 1170.49 FT TH S10\*22'00"E 225.24 FT TH S24\*46'00"E 217.75 FT TH S02\*06'05"W 257.92 FT TH S88\*24'00"W 219.68 FT TH S01\*36'00"E 29 FT TH S88\*24'00"W 63.60 FT TH N01\*36'00"W 29 FT TH S88\*24'00"W 88.16 FT TH DUE SOUTH 214.13 FT TH DUE WEST 92.58 FT TO POB

Parcel Number: 4711-09-200-039

SEC 9 T2N R5E COMM AT N 1/4 COR TH S89\*06'45"E 1170.49 FT TH S10\*22'00"E 225.24 FT TH S24\*46'00"E 217.75 FT TH S02\*06'05"W 257.92 FT TH S88\*24'00"W 219.68 FT TH S01\*36'00"E 29 FT TH S88\*24'00"W 63.60 FT TH N01\*36'00"W 29 FT TH S88\*24'00"W 88.16 FT TH DUE SOUTH 214.13 FT TO POB TH DUE SOUTH 219.17 FT TH S20\*44'00"W 185.69 FT TH N61\*02'30"W 213.69 FT TH N28\*57'30"E 330.72 FT TH DUE EAST 92.58 FT TO POB

Parcel Number: 4711-09-200-040

SEC 9 T2N R5E COMM AT N1/4 COR TH S89°06'45"E 1170.49 FT TH S10°22'00"E 225.24 FT TH S24°46'00"E 217.75 FT TH S02°06'05"W 257.92 FT TH S88°24'00"W 219.68 FT TH S01°36'00"E 29 FT TH S88°24'00"W 63.60 FT TH N01°36'00"W 29 FT TH S88°24'00"W 88.16 FT TO POB TH DUE SOUTH 214.13 FT TH DUE WEST 320.80 FT TH N19°06'45"E 29.60 FT TH 184.54 FT ALNG ARC OF A CURVE LEFT CHORD BEARING N14°07'25"E 184.31 FT TH N88°24'00"E 266.24 FT TO POB ALSO COMM AT N1/4 COR TH S89°06'45"E 654.21 FT TH S89°06'45"E 516.28 FT TH S10°22'00"E 225.24 FT TH S24°46'00"E 217.75 FT TH S02°06'05"W 257.92 FT TH S88°24'00"W 219.68 FT TH S01°36'00"E 29 FT TH S88°24'00"W 63.60 FT TH N01°36'00"W 29 FT TH S88°24'00"W 204.26 FT TO POB TH N46°15'18"W 57.43 FT TH N59°59'29"W 34.69 FT TH N73°43'39"W 71.55 FT TH ALONG ARC OF A CURVE RIGHT CHORD BEARING S06°55'12"W 81.90 FT TH N88°24'00"E 150.14 FT TO POB EXCLUDING THE FOLLOWING

PART OF THE NORTHWEST 1/4 OF SECTION 9, T2N-R5E, GENOA TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN. COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 9; THENCE S89°06'45"E, 1170.45 FEET ALONG THE NORTH LINE OF SECTION 9 (AS RECORDED); THENCE S10°22'00"E, 225.24 FEET; THENCE S24°46'00"E, 217.75 FEET TO A POINT ON THE WEST LINE OF "SUNRISE PARK SUBDIVISION" (AS RECORDED IN LIBER 2 OF PLATS, PAGE 23, LIVINGSTON COUNTY RECORDS); THENCE S02°06'05"W, 257.92 FEET ALONG SAID WEST LINE OF "SUNRISE PARK SUBDIVISION"; THENCE S88°24'00"W, 219.68 FEET; THENCE S01°36'00"E, 29.00 FEET; THENCE S88°24'00"W, 63.60 FEET; THENCE N01°36'00"W, 29.00 FEET; THENCE S88°24'00"W, 116.16 FEET TO THE PLACE OF BEGINNING; THENCE CONTINUING S88°24'00"W 150.08 FEET, TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF LAWSON DRIVE (66 FEET WIDE); THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF LAWSON DRIVE ALONG AN ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1059.63 FEET, A CENTRAL ANGLE OF 04°25'45" AND A LONG CHORD BEARING AND DISTANCE OF N06°55'10"E, 81.90 FEET; THENCE S73°43'39"E, 71.55 FEET; THENCE S59°59'29"E, 34.69 FEET; S46°15'18"E, 57.43 FEET THENCE TO THE PLACE OF BEGINNING, CONTAINING 7516 SQUARE FEET OF LAND, MORE OR LESS.

**EXHIBIT B**  
**PERMITTED USES**

**Subject to paragraph aa below, the permitted uses are:**

a. Retail establishments and shopping centers (subject to Section 2.5 of this Agreement to which this Exhibit "B" 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 and credit unions, savings and loan establishments and similar financial institutions with up to Four (4) drive through teller windows and/or 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 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 plat 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 with or without gasoline sales, which may include the sale of beer, wine, and/or liquor, provided a high quality gasoline service station is permitted subject to special land use approval.

j. Health clubs, fitness centers, gyms, and aerobic clubs.

k. Public/government buildings.

l. Professional offices or medical offices of doctors, dentists, optometrists, chiropractors, psychiatrists, psychologists, and similar professions including clinics, medical care centers and urgent care stations.

m. Professional offices of including lawyers, architects, engineers, insurance agents, real estate agents, financial consultants, accountants, bookkeepers, and similar or allied professions.

n. Restaurants, taverns and other places servicing food or beverages including those providing live entertainment restaurants (provided the foregoing shall not permit concerts, or regular live entertainment as a primary business but only be incidental part of a business), outdoor seating and drive up windows.

- 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.
- r. Auto repair establishments (provided unless part of an automobile dealership, the establishment shall be limited to maintenance and minor repairs only, including but not limited to oil change, tire and brake service audio, telephone and alarm installation, etc.).
- s. Conference Centers.
- t. Professional offices over 55,000 square feet of gross floor area and medical offices over 40,000 square feet of gross floor area.
- u. Recreational (indoor) such as bowling alleys skating rinks, arcades, archery, indoor golf or softball, and any combination of the foregoing which may include restaurant, bars, concession stands, games, etc.
- v. Pharmacy, drug store or convenience store which may or may not sell beer, wine, and/or liquor; provided alcoholic beverages shall not be delivered to customers through drive through facilities, provided such drive through facilities provide adequate stacking within the development site (including internal roads within said development) subject to item (aa) below.
- w. Internal, climate controlled Mini and/or self storage warehouse - indoors, subject to subject to special land use approval with respect to Parcels 1, 2 and 3 provided the south elevation of any building shall not extend beyond a line extending across the parcels heading west that is parallel to the building located on Parcel 4 at the time of this Agreement.
- x. Automobile (including motorcycle) sales and lease, new and used, and car rental with automobile (including motorcycle) sales and leasing subject to special land use approval.
- y. Accessory uses, building, 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 the accessory storage of hazardous materials shall require a separate Special Land use permit.
- z. 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.
- aa. Provided such drive through facilities provide adequate stacking within the development site (including internal roads within said development), Two (2) drive through users of any kind (including a restaurants, taverns and other places servicing food or beverages with drive through facilities and/or pick up window), shall be permitted by right and additional drive facilities may be permitted in the Development upon special land use approval. The provisions of this item (aa) shall control over any provision to the contrary.



**EXHIBIT C**  
**ADDITIONAL PROPERTY**

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

PART OF THE NORTHWEST 1/4 OF SECTION 9, T2N-R5E, GENOA TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN. COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 9; THENCE S89°06'45"E, 1170.45 FEET ALONG THE NORTH LINE OF SECTION 9 (AS RECORDED); THENCE S10°22'00"E, 225.24 FEET; THENCE S24°46'00"E, 217.75 FEET TO A POINT ON THE WEST LINE OF "SUNRISE PARK SUBDIVISION" (AS RECORDED IN LIBER 2 OF PLATS, PAGE 23, LIVINGSTON COUNTY RECORDS); THENCE S02°06'05"W, 257.92 FEET ALONG SAID WEST LINE OF "SUNRISE PARK SUBDIVISION"; THENCE S88°24'00"W, 219.68 FEET; THENCE S01°36'00"E, 29.00 FEET; THENCE S88°24'00"W, 63.60 FEET; THENCE N01°36'00"W, 29.00 FEET; THENCE S88°24'00"W, 116.16 FEET TO THE PLACE OF BEGINNING; THENCE CONTINUING S88°24'00"W 150.08 FEET, TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF LAWSON DRIVE (66 FEET WIDE); THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF LAWSON DRIVE ALONG AN ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1059.63 FEET, A CENTRAL ANGLE OF 04°25'45" AND A LONG CHORD BEARING AND DISTANCE OF N06°55'10"E, 81.90 FEET; THENCE S73°43'39"E, 71.55 FEET; THENCE S59°59'29"E, 34.69 FEET; S46°15'18"E, 57.43 FEET THENCE TO THE PLACE OF BEGINNING, CONTAINING 7516 SQUARE FEET OF LAND, MORE OR LESS.

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**FIRST AMENDMENT TO THE  
PLANNED UNIT DEVELOPMENT AGREEMENT**

RETURN TO:

Richard A. Heikkinen  
THE HEIKKINEN LAW FIRM, P.C.  
110 North Michigan Avenue  
Howell MI 48843

## AMENDMENT TO PLANNED UNIT DEVELOPMENT AGREEMENT

This Agreement made this 20<sup>th</sup> day of June, 2005, by and between Grand River/Lawson Associates LLC, 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 June 23, 2003 and July 28, 2003, the Township Planning Commission, at a properly noticed public hearings and in accordance with the Zoning Ordinance of the Township, held a meeting at which the Owner's PUD Agreement and Permitted Uses (Exhibit "B") were reviewed and recommended for approval to the Township Board.

On September 22, 2003, 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 PUD Agreement and Permitted Uses (Exhibit "B") were reviewed and approved.

Owner and Township now wish to incorporate Section 3.5 into Article III of the PUD Agreement.

### **Section 3.5 shall be incorporated into ARTICLE III. CURB CUTS AND OFF-SITE TRANSPORTATION IMPROVEMENTS:**

3.5 As the properties along the North side of Grand River Avenue, West of Lawson Drive develop and/or redevelop a new road is intended to be constructed that will run from the East side of Latson Road to the West side of Lawson Drive ("Whitehorse Drive"). When Whitehorse Drive is constructed, the Township would like the curb cut shown at Lawson Drive located at the Northwest corner of Owners development to align with Whitehorse Drive. Whitehorse Drive is currently planned to be constructed approximately 20-30 feet North of Owners Northern property boundary. Therefore, Owner agrees that if the Township is able to secure an easement for access from the property to the North after the Owner commences construction of its development, the Owner agrees (at Owners expense) to relocate its Northern curb cut into the development so that it aligns with Whitehorse Drive. The design and location of this new curb cut shall not interfere with the requirement of providing safe, convenient and reasonable access to and from the site. The Township further agrees to allow the construction of the temporary curb cut without meeting the current "Township standards for construction" recognizing that it will be removed and relocated in the future. Owner agrees that any design and change of a road within the PUD Site will be done at the owner's expense.

Section 7.3 shall be amended as follows:

7.3 Landscaping and Site Lighting: The landscaping within the PUD shall demonstrate consistency in terms of design and materials. The detention pond for TSC shall be designed and constructed as a landscape amenity. The Owner agrees to cut and maintain the lawn and all other plantings in and around it. Generally, site lighting shall be of uniform type and color.

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

WITNESSES:

Angela Williams

Angela Williams

GENOA TOWNSHIP

By: [Signature]  
Gary T. McCririe  
Its Supervisor

By: [Signature]  
Paulette A. Skolarus  
Its Clerk

WITNESSES:

[Signature]  
HARVEY WEISS

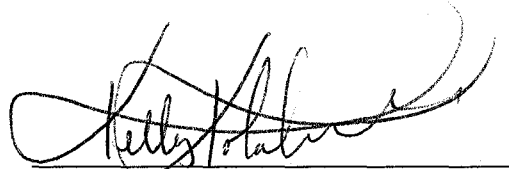
[Signature]  
EUGENE WEISS

GRAND RIVER/LAWSON  
ASSOCIATES, LLC

By: [Signature]  
Najib Samona  
Its Manager

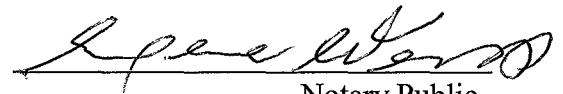
STATE OF MICHIGAN            ]  
  ]ss  
COUNTY OF LIVINGSTON        ]

The foregoing instrument was acknowledged before me this 20<sup>th</sup> 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

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 Grand River/Lawson Associates, 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**

DRAFTED BY:

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



# Weiss Properties

September 23, 2003

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

**Re: Syndeco Property (8.248 acres) located on Grand River Avenue at Lawson Drive.**

Dear Mr. Archinal:

Enclosed please find four (4) Planned Unit Development Agreements that were modified to reflect the comments discussed at the Township Board meeting on September 22, 2003. The changes made are as follows:

- 1) In Section 6.2 the word "concrete" was added in front of sidewalk in 2 locations.
- 2) In section 7.2 the following words were deleted "Section 8.0602 of".
- 3) In Exhibit "B", section (c) was modified to allow up to four (4) drive-thru teller windows and/or automated teller machines windows.
- 4) In Exhibit "B", section (n) the following sentence was added. " Businesses providing live entertainment and/or outdoor seating shall be subject to the special use provisions of the zoning ordinance."
- 5) On Exhibit "C", page 1 of 2, the words "Proposed J.C. Penney" were removed.

After having the opportunity to review the enclosed, please forward them to the Township Supervisor and Clerk for their final review, and request that they execute them on behalf of Genoa Township if everything appears to be in accordance with the meeting discussions. Afterwards, I would appreciate if you could forward them to me and I will ask Mr. Samona to execute them on behalf of Grand River / Lawson Associates, LLC. Once they are fully executed, I will immediately forward two (2) original documents to you for your file.

If you should have any questions, please do not hesitate to call me.

Sincerely,

Harvey Weiss

Enclosure

cc: Najib Samona

Facsimile Cover Sheet

**Weiss Properties, LLC  
6960 Orchard Lake Road, Suite 234  
West Bloomfield, MI 48322  
(248) 932-4100  
(248) 932-4101 Fax**

**Date: September 23, 2003**

**To: Mike Archinal**

**Fax Number: (810) 227-3420**

**From: Harvey Weiss (extension 14)**

**Re: Syndeco Property**

**Number of Pages (including cover): 16**

**Message: The originals are being sent by Federal Express for a Wednesday delivery.**

**Notice: This is a confidential message, intended solely for the person to whom it is addressed. If you receive this message in error, please forward it to the correct person, or contact the sender immediately. Thank you.**



# Weiss Properties

October 17, 2003

**GENOA TOWNSHIP**

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

**OCT 20 2003**

**RECEIVED**

**Re: Syndeco Property (8.248 acres) located on Grand River Avenue at  
Lawson Drive.**

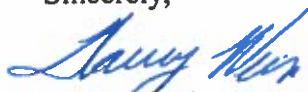
Dear Mr. Archinal:

Enclosed please find four (4) fully executed Planned Unit Development Agreements, for the above referenced property. While reviewing these documents, I noticed that the signatures of both Gary McCririe and Paulette Skolarus are not notarized. I would appreciate if you could have these signatures notarized and return two (2) fully executed and notarized PUD Agreements to me as soon as possible.

Please contact me and let me know if the Township is planning to record this document or if you would like me to do so. If you should have any questions, please do not hesitate to call me.

I thank you for your cooperation with this matter.

Sincerely,

  
Harvey Weiss

Enclosure

cc: Najib Samona



## PLANNED UNIT DEVELOPMENT AGREEMENT

THIS AGREEMENT made this 20<sup>th</sup> day of October, 2003, by and between Grand River / Lawson Associates, LLC, a Michigan limited liability company, whose address is 16445 West 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 June 23, 2003 and July 28, 2003, the Township Planning Commission, at a properly noticed public hearings and in accordance with the Zoning Ordinance of the Township, held a meeting at which the Owner's PUD Agreement and Permitted Uses (Exhibit "B") were reviewed and recommended for approval to the Township Board.

On September 22, 2003, 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 PUD Agreement and Permitted Uses (Exhibit "B") were reviewed and approved.

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 not have a site-specific development plan for the Property. However, in view of the size and strategic location of the Property, the Township desires to set forth authorized permitted uses that will assist in establishing the manner in which the Property may be developed in the future.

The Owner has submitted preliminary concept development plans (Exhibit "C") for the future development of the Property. Recognizing that these plans are only conceptual and that the final site plans submitted in the future will differ, the Township has reviewed such plans, requiring, among other things, reduced intensity of land uses, upgraded building design including additional landscape amenities, fewer access points along Grand River Avenue and future connections for drives (easements) to properties to the East with the intention of providing access to and from these properties to the proposed traffic signal at Grand River and Lawson Drive.

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, 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 in this PUD Agreement 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 Agreement 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 in effect at the time of execution of this Agreement. 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 Agreement shall be processed as outlined in this Agreement and 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 "B" 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 in Exhibit "B", 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 "B" attached:

2.2 The Property may be developed in a single phase or in multiple 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" which are inconsistent with this Agreement unless the concept plans as set forth herein is materially altered at the request of the Owner or its successors and assigns.

2.3 A minimum 25% 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 25% 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.

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 Agreement in accordance with the applicable provisions of the Zoning Ordinance.

2.5 The total gross floor area of the building(s) to be constructed on this site shall not be more than 81,000 square feet.

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

2.7 For purposes of yard setbacks and other Zoning Ordinance dimensional requirements, Grand River Avenue shall be the front yard, the West and East property lines shall be the side yards, and the South property line shall be the rear yard. As shown on the Conceptual Plan, the Property will be developing with varying setbacks along the rear property line because of existing DTE tower. In consideration of this and because this site abuts Industrial zoned and developed property, the rear yard building setback will be reduced in this area from the required 50 feet to 30 feet.

2.8 When designing the final site plan, the Owner agrees to make its best efforts to install a 20-foot greenbelt buffer along the East (side yard) property line where the building(s) being constructed abut single-family homes that are within 100 feet of the property East property line. In addition, the Owner further agrees to attempt to design the site so that no truck loading docks will be located on the East side of the building. In the event that the Owner is not able to comply with these requirements due to building and site constraints, the Owner agrees to install additional plantings and/or a masonry wall to provide a substantial buffer to the adjacent single family homes.

2.9 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. The Property will be permitted curb cuts on Lawson Drive and one on limited access drive (right in / right out only) on Grand River Avenue. The exact location shall be determined as the site develops; however it shall be constructed along the Eastern portion of the frontage so that as the property to the East of this site redevelops, this curb cut will also serve as access to this neighboring site. The terms and conditions of such connection(s) shall be negotiated between the Owner and adjacent property owner(s). Owner agrees to be reasonable and negotiate in good faith.

3.2 Interior drives and easements 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.

3.3 Owner has petitioned MDOT for approval of a traffic signal at Lawson Road and Grand River. Owner agrees to continue to make reasonable and diligent efforts for the installation of such traffic signal. The Township will assist and support the Owner in its efforts with MDOT.

3.4 In the event that additional road modifications and/or improvements are necessary to Lawson Drive due to the development of this property, in addition to the improvements that are agreed to in the PUD Agreement between Adler Homes and Genoa Township, the Owner agrees to install such improvements and/or modifications. If the Owner installs or constructs improvements

and/or modifications to Lawson Road (the “Public Improvements”) pursuant to this paragraph that will also benefit other property owners along Lawson Road (i.e. DTE, Heximer, Adler, etc.) the Township shall endeavor to charge, to the extent of the Township’s legal authority and power (i.e., if and when the property owner seeks zoning, site plan or other municipal approvals for development or re-development of their properties), each such property owner a fair share of the cost of the Public Improvements and shall remit said funds to the Owner, less 10% for the Township’s administrative expenses. The Owner does hereby acknowledge that it has not been promised that it would receive from other benefited property owners any reimbursement of costs expended by Owner.

**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. In addition, access drives (easements) shall be planned to connect and service the properties to the East as they redevelop in the future with the intention of providing access to and from the proposed traffic signal at Grand River and Lawson Road to these property owners. The terms and conditions of such connection(s) shall be negotiated between the Owner and adjacent property owner(s). Owner agrees to be reasonable and negotiate in good faith. Such review shall be based upon the objective of establishing a workable plan for the entire property and adjacent properties, taking into consideration of the uncertainty of the future development of the remainder of the undeveloped and adjacent properties. If Owner is unable to reach an agreement with the adjacent property owner(s) in the exercise of the Owner’s reasonable discretion, the Owner agrees to enter into an agreement with the adjacent property owner(s) to mediate or arbitrate the matter on such terms and conditions as the parties may mutually agree.

**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. The Owner agrees to provide substantial landscaping along the Grand River frontage that may include more plantings than are typically required by the Township ordinance.

6.2 An 8-foot wide concrete sidewalk (bike path) shall be constructed in the Grand River right-of-way in conformance with the Township Zoning Ordinance, the Grand River Corridor Plan and the approved Site Plan. The required concrete sidewalk (bike path) constructed in the Lawson Road right-of-way shall only be 5-feet wide. 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 The Owner will make efforts to attempt to bank 10% (or more if practical and possible) of the required parking spaces and increase and enhance the landscaping along Grand River and Lawson Drive. This requirement will only be enforced and required if the user(s) who will occupy space in this development agree that their businesses can function properly and efficiently with this reduction in parking spaces.

6.4 No cyclone fencing shall be permitted on the Property without approval from the Planning Commission.

6.5 Owner agrees to provide ornamental street lighting along Grand River Avenue consistent with other properties recently constructed.

## **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. All building signage facing the Grand River frontage shall conform with the Zoning Ordinance. In addition, all building signs must be constructed of backlit, individual channel letters. No box signs shall be permitted. All other wall 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 the Zoning Ordinance.

In addition to the above, a monument entry sign at the West end of the site shall be permitted. This sign box shall be internally lit shall be a maximum of 90 square feet, not including the architectural features. The overall size of the monument sign including all architectural features shall be a maximum of 12 feet high and 15 feet wide and shall be constructed of materials that are consistent and coordinate with the building(s).

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

## **ARTICLE VIII. UTILITIES**

8.1 All of the Property is serviced by public water system. 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.

8.4 The cost for connection fees is as follows: The sanitary sewer connection fee is \$3,500.00/REU and the water connection fee is \$3,000.00/REU.

## **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 and the provisions of the Zoning Ordinance, or other Township ordinances, rules or regulations, the provisions of this Agreement shall control.

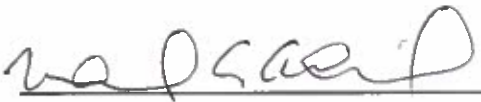

9.4 The undersigned parties acknowledge that the conditions imposed upon the development of the property are reasonable conditions necessary to ensure that public services and facilities affected by the proposed land use or activity will be capable of accommodating increased

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).

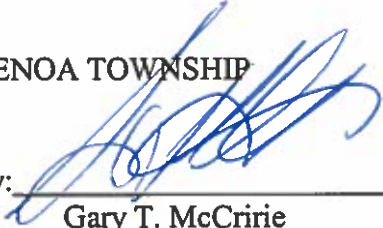
9.5 Each site shall superimpose the approved plan of development upon the overall PUD plan to clearly illustrate the final development plan for each portion of the Property. The Developer shall provide an overall site plan, which incorporates general site plan for detail of all of the site plans upon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


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

WITNESSES:

  
\_\_\_\_\_  
  
\_\_\_\_\_

GENOA TOWNSHIP

By:   
\_\_\_\_\_  
Gary T. McCrie  
It's Supervisor

By:   
\_\_\_\_\_  
Paulette A. Skolarus  
It's Clerk

WITNESSES:

  
\_\_\_\_\_  
HARVEY WEISS

Grand River / Lawson Associates, LLC

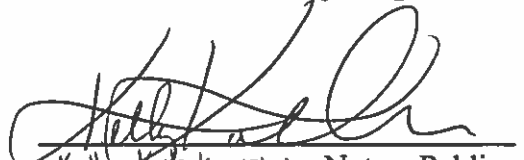
By:   
\_\_\_\_\_  
Najib Samona  
It's Manager

SEE ATTACHED ACKNOWLEDGEMENT PAGE



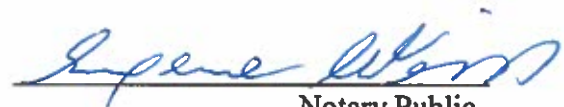
STATE OF MICHIGAN ]  
 ]ss  
COUNTY OF LIVINGSTON ]

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of October 2003, by Gary T. McCririe, Supervisor and Paulette A. Skolarus, Clerk of Genoa Township, a general law township, on behalf of said township.

  
Kelly Kofakowski Notary Public  
Livingston County, Michigan  
My commission expires: 3/8/06

STATE OF MICHIGAN ]  
 ]ss  
COUNTY OF LIVINGSTON ]

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of October 2003, by Najib Samona, the Manager of Grand River / Lawson Associates LLC, a Michigan Limited Liability, on behalf of said company.

  
Eugene Weiss Notary Public  
Oakland County, Michigan  
My commission expires: \_\_\_\_\_

## EXHIBIT "A"

Part of the Northeast ¼ of Section 9, Town 2 North, Range 5 East, Genoa Township, Livingston County, Michigan and described as follows: Commencing at the North 1/4 corner of Section 9; thence South 89 degrees 06 minutes 45 seconds East 1170.49 feet along the North line of Section 9 (as described); thence South 10 degrees 22 minutes 00 seconds East 225.24 feet; thence South 24 degrees 46 minutes 00 seconds East 217.75 feet to a point on the West line of Sunrise Park Subdivision (as recorded in Liber 2, Page 23 of Plats, Livingston County Records); thence South 02 degrees 06 minutes 05 seconds West 257.92 feet along said West line of Sunrise Park Subdivision to the point of beginning of this description; thence continuing South 02 degrees 06 minutes 05 seconds West 501.68 feet along said West line of Sunrise Park Subdivision to a point being North 02 degrees 06 minutes 05 seconds East 80.00 feet from a plat corner; thence South 89 degrees 23 minutes 30 seconds West 315.60 feet; thence South 20 degrees 44 minutes 00 seconds West 150.00 feet to a point on the Northerly right-of-way line of Grand River Avenue (100 feet wide); thence along said Northerly right-of-way line North 61 degrees 02 minutes 30 seconds West 432.24 feet to a point on the Easterly right-of-way line of Lawson Drive (66 feet wide); thence along said Easterly right-of-way line of Lawson Drive the following 2 courses, North 19 degrees 06 minutes 45 seconds East 253.11 feet; thence 184.54 feet along an arc of a curve to the left having a radius of 1059.63 feet, a central angle of 09 degrees 58 minutes 42 seconds and a long chord bearing and distance of North 14 degrees 07 minutes 25 seconds East 184.31 feet; thence North 88 degrees 24 minutes 00 seconds East 354.40 feet; thence South 01 degree 36 minutes 00 seconds East 29.00 feet; thence North 88 degrees 24 minutes 00 seconds East 63.60 feet; thence North 01 degree 36 minutes 00 seconds West 29.00 feet; thence North 88 degrees 24 minutes 00 seconds East 219.68 feet to the point of beginning.

# **EXHIBIT "B"**

## **PERMITTED USES**

a. Retail establishments and shopping centers (subject to Section 2.5 of the Agreement to which this Exhibit "B" 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 four (4) drive-through teller windows and/or 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 c linics, m edical c are centers and urgent care stations.
- m. Professional offices of lawyers, architects, engineers, insurance agents, real estate agents, financial consultants, accountants and similar or allied professions.
- n. Restaurants, taverns and other places serving food or beverages, including those providing live entertainment, outdoor seating and drive up windows (drive through windows are not permitted). Businesses providing live entertainment and/or outdoor seating shall be subject to the special use provisions of the zoning ordinance.
- 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 repair establishments (maintenance and minor repairs only, including, but not limited to, oil change, tire and brake service, audio, telephone and alarm installation, etc.)
- s. Conference Centers.
- t. Professional offices over 55,000 square feet of gross floor area and medical offices over 40,000 square feet of gross floor area.
- u. Recreational (indoor) such as bowling alleys, skating rinks, arcades, archery, indoor golf or softball.
- v. 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.
- w. 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.



