



2022R-007916  
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 03/16/2022 11:30:47 AM  
 BRANDON DENBY  
 REGISTER OF DEEDS  
 LIVINGSTON COUNTY, MI 48843  
 RECORDING: 26.00  
 REMON: 4.00  
 PAGES: 7

**SECOND AMENDMENT TO PLANNED UNIT  
 DEVELOPMENT AGREEMENT  
 SUNRIDGE COMMUNITY**

THIS SECOND AMENDMENT TO PLANNED UNIT DEVELOPMENT AGREEMENT (“**Amendment**”) is entered into by the **Township of Marion**, a Michigan municipal corporation (the “**Township**”), having an address of 2877 West Coon Lake Road, Howell, Michigan 48843 (✓), **Blue Sunridge LLC**, a Michigan limited liability company (“**Blue Sunridge**”), having an address of 32400 Telegraph Road, Suite 100, Bingham Farms, Michigan 48025, and the **Sunridge Condominium Homeowners Association**, a Michigan non-profit corporation (the “**Association**”), having an address of 39525 Thirteen Mile Road, Suite 250, Novi, Michigan 48377.

**RECITALS:**

A. The Township, Mitch Harris Building Company, Inc. (“**Original Developer**”), and the Association entered into a Planned Unit Agreement dated July 28, 2003, and recorded in Liber 4055, Page 723, Livingston County Records (the “**PUD Agreement**”) for the development of a three phase condominium project to be known as Sunridge Condominium. The property subject to the PUD Agreement is described on **Exhibit A** attached hereto. The project was approved by the Township Board as a Planned Unit Development under the Township’s Zoning Ordinance. Capitalized terms used in this Amendment and not otherwise defined herein shall have the meanings given to such terms in the PUD Agreement.

B. The Original Developer obtained Township approval of the site plan for the development of the Planned Unit Development (the “**Site Plan**”) and thereafter developed Phase I as Sunridge Condominium, pursuant to the Master Deed recorded in Liber 4055, Liber 626, Livingston County Records, Subdivision Plan No. 279. Sunridge Condominium is administered by the Association.

C. In 2015, Blue Sunridge requested an amendment to the PUD Agreement, which was approved and signed by the Township and thereafter Phase II of the Sunridge Condominium (a/k/a “**Marion Creek**”) was developed pursuant to the PUD Agreement, as amended, and the approved site plan for Phase II (hereinafter collectively referred to as the “**PUD Agreement**”).

D. Blue Sunridge desires to develop Phase III of the Sunridge Condominium (a/k/a “**Tamarack Place**”), and submitted a revised site plan for Phase III to the Township (the “**Revised Site Plan**”) which has been approved by the Township.

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E. Based on the Township's approval of the Revised Site Plan and the modifications agreed to by the Township on January 26, 2021, the PUD Agreement requires a Second Amendment to ensure consistency between the requirements of the PUD Agreement and development as proposed in the Revised Site Plan.

D. The parties hereto desire to amend the PUD Agreement in the manner set forth below regarding the development of Phase III of the Planned Unit Development.

Therefore, in consideration of the mutual covenants of the parties set forth below, the parties hereto agree to amend the PUD Agreement as follows:

1. **Park Amenities.** Phase III of the Sunridge Condominium shall not require the installation of any park amenities (e.g. athletic field, pavilion, playscape and parking area), as required by the PUD Agreement. In lieu thereof, Phase III shall be developed with a network of paved and natural trails throughout the open spaces, all as more particularly shown on the Revised Site Plan by Design, Inc. dated June 25, 2021, including all Plan Sheets attached thereto.

2. **Offsite Roadway Improvements.** In lieu of any offsite roadway improvements required by the PUD Agreement, Blue Sunridge shall make a voluntary payment in the amount of One Hundred Fifty Thousand (\$150,000.00) Dollars to the Township, which the Township may use for any offsite roadway improvements or otherwise, in its sole discretion (the "**Offsite Roadway Improvement Payment**"). The Offsite Roadway Improvement Payment shall be made prior, and shall be a condition precedent, to the issuance of any Land Use Permit for the first of any structures to be constructed upon the Phase III property. Upon making the Offsite Roadway Improvement Payment, Blue Sunridge, including its successors and assigns, shall be released from any and all obligations to make, or to contribute towards, any offsite roadway improvement requirements contained in the PUD Agreement. The parties acknowledge that the Offsite Roadway Improvement Payment reasonably addresses the impacts of Phase III on the road network and intersections in the vicinity of Sunridge Condominium, as required by Section 3(g) of Amendment to the PUD Agreement.

3. **Timing and Requirements for Construction of Improvements.** Phase III of the Sunridge Condominium shall be completed in a total of four (4) phases. With respect to each of the four (4) phases included within Phase III of the Sunridge Condominium, street and utility improvements for each phase shall be completed within twelve (12) months from the approval of the final site plan for such phase, or, if a final site plan is approved for multiple phases, within twelve (12) months from the commencement of construction of such phase.

4. **Construction Access.** The parties acknowledge that construction access to Phase III is currently limited to access from the south via Peavy Road and Keddle Road. The parties hereby agree that such restriction shall cease to be effective once the Peavy Road bridge replacement project has been completed (estimated completion to occur in 2023).

5. **Effect of Amendment.** Except as set forth in this Amendment, the terms and provisions of the PUD Agreement shall remain in full force and are ratified by the parties. In the event of any conflict between the terms and provisions of the PUD Agreement, as amended by this

Amendment, and the provisions of the Township's Zoning Ordinance or any other Township ordinances, rules or regulations or any amendments thereto, the provisions of the PUD Agreement, as amended by this Amendment, shall control.

6. **Authority.** Each party represents that the person executing this Amendment on behalf of such party has the requisite authority to do so and that the execution of this Amendment has been authorized by all necessary action and is therefore binding on such party.

7. **Counterparts.** This Amendment may be executed in counterparts and all such counterparts, taken together, shall constitute one and the same Amendment.

8. **Effective Date.** The Effective Date of this Amendment shall be the last date on which all of the parties hereto have executed this Agreement.

The parties have executed this Amendment to Planned Unit Development Agreement, effective as of the Effective Date provided herein.

**TOWNSHIP**

Township of Marion,  
a Michigan municipal corporation

By: Robert W. Hanvey  
Robert W. Hanvey

Its: Supervisor

By: Tammy E. Beal  
Tammy E. Beal

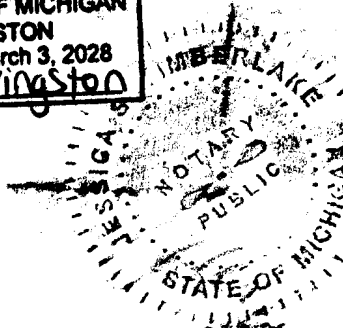
Its: Clerk

STATE OF MICHIGAN )  
 ) ss.  
COUNTY OF Livingston )

The foregoing instrument was acknowledged before me this 3 day of March, 2021, by Robert Hanvey, Supervisor and Tammy Beal, Clerk of the Township of Marion, a Michigan municipal corporation, on behalf of the Corporation.

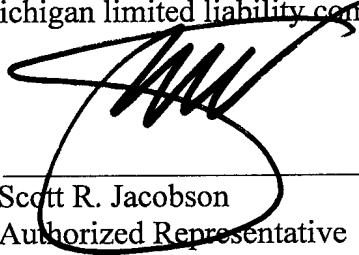
Jessica S. Timberlake  
Notary Public  
Acting in Livingston County, Michigan  
My Commission Expires: 3/3/2028

JESSICA S. TIMBERLAKE  
NOTARY PUBLIC - STATE OF MICHIGAN  
COUNTY OF LIVINGSTON  
My Commission Expires March 3, 2028  
Acting in the County of Livingston



**BLUE SUNRIDGE**

Blue Sunridge LLC,  
a Michigan limited liability company



By: \_\_\_\_\_  
Scott R. Jacobson  
Its: Authorized Representative

STATE OF MICHIGAN     )  
  ) ss.  
COUNTY OF Oakland     )

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of March, 2021, by Scott Jacobson, Authorized Representative of Blue Sunridge LLC, a Michigan limited liability company, on behalf of the Company.

Pamla B. Vanloozen  
Notary Public  
Acting in Oakland County, Michigan  
My Commission Expires: 10/15/2025

PAMYLA B. VANLOOZEN  
Notary Public, State of Michigan  
County of Oakland  
My Commission Expires Oct. 15, 2025  
Acting in the County of Oakland

DRAFTED BY AND WHEN RECORDED RETURN TO:  
Bradley F. Scobel, Esq.  
Seyburn Kahn  
2000 Town Center, Suite 1500  
Southfield, Michigan 48075  
(248) 353-7620

**EXHIBIT A**  
**THE PROPERTY**

## EXHIBIT A

### THE PROPERTY

#### AREA OF PHASE I OF SUNRIDGE CONDOMINIUM

Commencing at the West 1/4 corner of fractional Section 2, T2N, R4E, Marion Township, Livingston County, Michigan; thence North 02°01'07" West 1320.00 feet along the West line of said Section; thence North 88°43'58" East 663.62 feet to the Place of Beginning; thence North 02°01'12" West 484.88 feet; thence continuing North 02°01'12" West (recorded as North 02°00'13" West) 980.01 feet along the East line of "FOXCHOFF" a subdivision as recorded in Liber 23 of Plats, pages 24 through 27, Livingston County Records; thence North 89°21'30" East 632.05 feet; thence North 49°33'12" East 819.45 feet; thence South 44°04'19" East 898.56 feet along the Southerly Right-of-Way of Peavy Road; thence South 01°26'06" East 509.23 feet along the Westerly Right-of-Way of Peavy Road; thence South 88°35'33" West 250.85 feet; thence South 01°24'27" East 150.00 feet; thence North 88°35'33" East 250.92 feet; thence South 01°26'06" East 913.60 feet along said Westerly Right-of-Way of Peavy Road; thence North 83°25'41" West 1880.74 feet to the Place of Beginning. Being a part of the Northwest 1/4 of Fractional Section 2, Town 2 North, Range 4 East, Marion Township, Livingston County, Michigan. Containing 73.66 acres of land, more or less. (Symbol \* = degrees)

#### AREA OF FUTURE EXPANSION: (Phase II)

Commencing at the West 1/4 corner of fractional Section 2, T2N, R4E, Marion Township, Livingston County, Michigan; thence North 02°01'00" West 33.00 feet along the West line of said Section to the Place of Beginning; thence continuing North 02°01'00" West 1287.00 feet along said Section line; thence North 88°43'58" East 663.62 feet; thence South 83°25'41" East 1880.74 feet; thence South 01°26'06" East 1030.90 feet along the Westerly Right-of-Way of Peavy Road; thence South 88°44'42" West 2512.93 feet on a line parallel with and 33.00 feet North of the East-West 1/4 line of said Section to the Place of Beginning. Being a part of the Northwest 1/4 of fractional Section 2, T2N, R4E, Marion Township, Livingston County, Michigan. Containing 68.96 acres of land, more or less. Subject to and/or together with easements and restrictions of record, if any. (Symbol \* = degrees)

AREA OF FUTURE EXPANSION: (Phase III)

Beginning at the Southwest corner of fractional Section 2, T2N, R4E, Marion Township, Livingston County, Michigan; thence North 01°57'50" West 2145.88 feet along the West line of said Section; thence along the Southerly line(s) of "PEAVY ROAD ESTATES NO. 2" as recorded in Liber 14 of Plats, pages 43 through 45, Livingston County Records the following eight courses: North 83°49'44" East, 216.82 feet (recorded as North 83°53' East 216.69 feet), Southeasterly, non-tangentially, 253.62 feet along the arc of a 251.00 foot radius curve to the left, having a central angle of 57°53'35" and a long chord which bears South 35°09'09" East 242.96 feet (recorded as Southeasterly, 254.53 feet along the arc of a 251.00 foot radius curve to the left, having a central angle of 58°06'15" and a long chord which bears South 35°10' East 243.78 feet), South 01°22'05" East 212.90 feet (recorded as South 01°15' East 212.42 feet), North 88°44'55" East 959.61 feet (recorded as North 88°45' East 950.00 feet), South 62°30'59" East 175.08 (recorded as South 62°30' East 175.00 feet), North 47°15'37" East 226.52 feet (recorded as North 47°17'40" East 226.54 feet), Southeasterly, non-tangentially, 307.12 feet along the arc of a 438.33 foot radius curve to the left, having a central angle of 40°08'40" and a long chord which bears South 71°16'24" East 300.87 feet (recorded as Easterly, 306.94 feet along the arc of a 483.33 foot radius curve to the left, having a central angle of 40°07'15" and a long chord which bears South 71°18'20" East 300.71 feet) and North 88°36'13" East (recorded as North 88°38" East) 350.95 feet; thence South 01°22'00" East 1350.00 feet along the Westerly line of "PEAVY ROAD ESTATES NO. 1" as recorded in Liber 13 of Plats, pages 24 and 25, Livingston County Records; thence around the perimeter of "OUTLOT B" as recorded in said plat of "PEAVY ROAD ESTATES NO. 1" the following five courses: North 88°38'00" East 210.00 feet; Northeasterly 47.12 feet along the arc of a 30.00 foot radius curve to the left, having a central angle of 90°00'00" and along chord which bears North 43°38'00" East 42.43 feet, non-tangentially, South 01°22'00" East 126.00 feet along the Westerly right-of-way of Peavy Road, Northwesterly, non-tangentially, 47.12 feet along the arc of a 30.00 foot radius curve to the left, having a central angle of 90°00'00" and along chord which bears North 46°22'00" West 42.43 feet and South 88°38'00" West 210.00 feet; thence South 01°22'00" East 299.22 feet along said Westerly line of "PEAVY ROAD ESTATES NO. 1"; thence South 88°47'11" West 2245.26 feet along the South line of said section to the Place of Beginning. Being a part of the Southwest 1/4 of Fractional Section 2, Town 2 North, Range 4 East, Marion Township, Livingston County, Michigan. Containing 93.31 acres of land, more or less. Subject to easements and restriction of record, if any. (Symbol \* = degrees)