

ADDENDUM TO PLANNED UNIT DEVELOPMENT AGREEMENT

This Addendum is entered and made currently upon the effective date of the Planned Unit Development Agreement (“PUD Agreement”), by and between WEST VILLAGE 55, LLC, a Michigan limited liability company whose address is 79 Oakland Ave, Pontiac, MI 48342 (Developer), and The Village of Lake Orion 21 East Church Street, Lake Orion, MI 48362-3212, a Michigan municipal corporation (Village).

RECITALS

Whereas, the Village Council has approved by Resolution the PUD Plan and Agreement, subject to certain conditions, including that all property described as the Development Parcel shall be under common interest and control of the Developer; and

Whereas, the described Development Parcel, set forth in the approved PUD Agreement, includes a described forty-foot lot, that at the time of Village Council approval was noted as being subject to a title dispute, resulting in the Council’s conditional approval; and

Whereas, to affirm unified control, and to meet or exceed the measured size of the Development Parcel, such being an underlying basis of the approved use, density, and other elements of the PUD Plan, the Developer has entered into a Purchase Agreement for a newly included 1.61 acres of land abutting the Development Parcel on its southerly border, as well as, the Developer has agreed to enter and record any required easement for Stormwater Detention, the dimensions of which benefit the Development Parcel and the two areas of land will exceed the measurements of the disputed area included in the Development Parcel; and

Whereas, the Developer and the Village mutually intend to substitute the original forty-foot lot and now approve the new additional land area defined in the Purchase Agreement, and/or the Easement Agreement, upon closing or recording, as satisfaction of the dimensional and control conditions of the PUD Agreement, subject to the terms of this Addendum.

NOW THEREFORE, the parties agree to the following terms and conditions as an addendum to the PUD Agreement, and hereby incorporate it therein by reference:

1. Recitals Incorporated. The Recitals set forth above are hereby incorporated by reference as if the same were fully set forth herein.
2. Acknowledgment of Exercisable Control. The Developer has provided evidence of its exercisable control over certain property abutting the Development Parcel, that upon closing of sale, or recordable grant, will satisfy both the dimensional support of the Village Council’s approval of the PUD Plan and the required elements of common control.
3. Incorporation of Additional Described Property. The Development Parcel description, as set forth in the PUD Agreement, shall be amended to include the following real property situated in the Village of Lake Orion, Oakland County, Michigan, described as follows:

1.61 +/- acres of real property containing a 6,800 +/- square foot building, commonly known as 315 N. Lapeer Street, Lake Orion Michigan 48362, Sidwell Number 09-02-403-020 and described as

follows: Part of Lot 10 and all of Lot 11 of Supervisor's Plat No. 8, according to the Plat thereof as recorded in Liber 14 of Plats, Page 58, which is described as beginning at the Southeast corner of said Lot 11, thence North 89 degrees, 15 minutes, 57 seconds West 438.53 feet, thence North 00 degrees, 02 minutes, 14 seconds East 161.78 feet, thence South 89 degrees, 15 minutes, 57 seconds East 438.88 feet, thence South 00 degrees, 02 minutes, 49 seconds West 161.78 feet to the point of beginning (the "Premises"), subject to existing building and use restrictions and easements, if any.

4. Limited Authority and Assumption of Risk. The execution of the PUD Agreement, and this Addendum, affirm the approved PUD Plan and all terms of the PUD Agreement not otherwise amended herein, subject to the following:
 - a. Developer shall provide recorded evidence of common ownership and control within twelve (12) months of the effective date of the PUD Agreement and this Addendum, in the form of either a closing of sale for the property incorporated herein in favor of Developer, or its commonly affiliated entity, resolution of the development Parcel title dispute, and/or recording of a permanent stormwater easement in favor of Developer, and/or its commonly affiliated entity, in form and language acceptable to the Village.
 - b. Prior to the issuance of foundation or new construction permitting for any phase of the Project (and prior to any construction of any new improvement, building, or structure commencing on the Property), the Developer shall submit for the review and approval of the Village any required final engineering, site plan(s), or permit related plan documents for the relevant phase, and approved by the necessary ordinance and administrative requirements.
 - c. Developer assumes all risk of loss or damage arising out of any act or omission under the terms of the PUD Agreement or this Addendum, expressly acknowledging that Developer's application and commencement of any site preparation, interior demolition, remediation, or other activity, as lawfully applied for and permitted under the PUD Agreement, is subject to the time period in section 4.a., above, and the Default provisions of the PUD Agreement.
 - d. Developer acknowledges that the Village makes no representation or warranty as to any application for future amendment to the PUD Agreement, or this Addendum, which seeks to either; (1) cure any noticed default, or (2) amend, add to, or modify the PUD Plan.
5. Miscellaneous.
 - a. The covenants, conditions and entitlements provided for in the PUD Agreement and this Addendum shall be binding upon the parties and their successors or assigns with expiration unless provided for by operation of law.
 - b. Except as provided for in this Addendum, the PUD Agreement shall remain in full force and effect and shall be binding upon the parties.

ACKNOWLEDGEMENTS ON FOLLOWING PAGE(S)

IN WITNESS WHEREOF, the parties hereto, through their duly authorized representatives, have executed this Addendum on the date and concurrently with the Planned Unit Development Agreement.

WITNESS:

Name:

DEVELOPER:

WEST VILLAGE 55, LLC, a Michigan
limited liability company

Kyle Westberg
Its: Manager

STATE OF MICHIGAN)
OAKLAND COUNTY)

Acknowledged before me on this _____ day of _____, 2024, in Oakland County, Michigan, by Kyle Westberg, the Manager of WEST VILLAGE 55, LLC, a Michigan limited liability company, on behalf of the company.

Notary public, State of Michigan, County of _____.
My commission expires _____.
Acting in the County of _____.

WITNESS:

Name:

VILLAGE:

Village of Lake Orion, a Michigan
municipal corporation

Darwin McClary
Its: Manager

WITNESS:

Name:

Sonja Stout
Its: Clerk

STATE OF MICHIGAN)
OAKLAND COUNTY)

Acknowledged before me on this _____ day of _____, 2024, by Darwin McClary in Oakland County, Michigan, of Village of Lake Orion, a Michigan municipal corporation, on behalf of the corporation.

Notary public, State of Michigan, County of _____.
My commission expires _____.
Acting in the County of _____.

STATE OF MICHIGAN)
OAKLAND COUNTY)

Acknowledged before me on this _____ day of _____, 2024, by Sonja Stout in Oakland County, Michigan, of Village of Lake Orion, a Michigan municipal corporation, on behalf of the corporation.

Notary public, State of Michigan, County of _____.
My commission expires _____.
Acting in the County of _____.

LIST OF EXHIBITS

A PURCHASE AGREEMENT W/ ALTERNATE EASEMENT

Drafted by:
CHARTER COURSE LEGAL, P.C.
Matthew A Gibb (P52812)
930 Lakewood Dr Lake Orion MI 48362
gibb@chartercourse.com

When recorded return to:
Sonja Stout, Clerk
Village of Lake Orion
21 E Church St
Lake Orion MI 48362

