

REDWOOD AT ROCHESTER HILLS
PLANNED UNIT DEVELOPMENT AGREEMENT

THIS PLANNED UNIT DEVELOPMENT AGREEMENT (together with its Exhibits, the "Agreement") is made as of _____, 2020, by and between Redwood USA LLC, an Ohio limited liability company, or its assigns, ("Developer") with offices located at 7510 East Pleasant Valley Road, Independence, Ohio 44131, and the City of Rochester Hills, a Michigan municipal corporation (the "City") whose address is 1000 Rochester Hills Drive, Rochester Hills, Michigan 48309.

R E C I T A L S:

A. Developer desires to construct a certain Planned Unit Development ("PUD"), consisting of approximately 29.95 acres of property located at the southwest quadrant of East Avon Road and Dequindre Road in Rochester Hills, Michigan, which property is described on the attached **Exhibit "A"** ("Property"). The Property is to be developed as a Planned Unit Development known as "Redwood at Rochester Hills", or such other name as determined by the Developer.

B. The preliminary PUD concept plans were approved by the City of Rochester Hills on _____. The Property is currently zoned R-3 (One Family Residential District) within the MR (Mixed Residential [Overlay] District).

C. Developer desires to fully develop the Property in accordance with the PUD Plans with certain changes outlined and agreed to herein.

D. The Property is proposed to be single-story attached apartment homes consisting of 121 residential units (the "Units") within 25 buildings, as shown on the Final PUD Plans (defined below), together with a natural area of wetlands and open space, for the use and enjoyment of the residents of the development ("Project").

E. The City has adopted a master land use plan ("Master Plan") to guide the future use and development and redevelopment of property within the City, which includes, among other things, goals relating to meeting the future housing needs of the residents of the City.

F. The Master Plan identifies, among other goals, that the City encourage the development of a diverse range of housing types to meet the needs of people of different ages, incomes and lifestyles within the City.

G. The Developer and the City believe that the development of the Project will provide affordable, high quality attached residential Units that will be mutually beneficial to the City, the Developer and the residents of the City by providing a needed type of housing for current and future residents of the City.

H. This Agreement, including the Final PUD Plans, describes and permits a PUD that satisfies the qualifying conditions of the City's Planned Unit Development Ordinance, Sections 138-7.100 *et seq.*, of the Rochester Hills Zoning Ordinance (the "PUD Ordinance") by providing the following benefits to the City:

- (i) providing innovative design attached multi-family housing within the community;
- (ii) redeveloping currently underutilized parcels of property;
- (iii) achieving economy and efficiency in the use of land in developing a high quality, compact residential development;
- (iv) preserving natural open space within the Project for the use and enjoyment of the residents;
- (v) meeting the housing needs of a particular group of citizens of the City, specifically empty nesters, senior citizens, young professionals and single parent households, who will be ideal prospective renters, tenants, or lessees of the Units in the Project, one of the continuing goals of the Master Plan, and thereby improving the public welfare of the community;
- (vi) ensuring City control over the density of the Project, the Project layout, the preservation of open space, the design of the housing units, and other aesthetic features of the Project;
- (vii) enhancing and/or preserving existing wetlands within the Project;
- (viii) installing a pressure reducing valve or offsite walking path or such other improvements which the City's engineering department determines will benefit the Project;
- (ix) public improvements that would not otherwise be required to further the public health, safety, or welfare and alleviate an existing or potential problem relating to public facilities.

I. The Rochester Hills Planning Commission (the "Planning Commission") reviewed and recommended to the City Council approval of the PUD Plans and has found the Final PUD Plans to be generally acceptable, subject to final review and approval as required under the City ordinances.

J. The Planning Commission, after giving proper notice, held a public hearing on _____, and at its meeting of _____, the Final PUD Plans were considered and comments and recommendations of the public were received and heard.

K. The Rochester Hills City Council (the "City Council") at a meeting duly held on _____, 2020, adopted a Resolution approving this Agreement and the Final PUD Plans.

L. The PUD Ordinance requires the execution and recording of this Agreement in connection with the final approval of the PUD, setting forth the conditions upon which such approval is based.

M. The City desires to ensure that the Property is developed and used in accordance with the approved Final PUD Plans and all applicable laws and regulations.

NOW, THEREFORE, the Developer and the City have, in consideration of the mutual covenants, promises and conditions described in this Agreement, and with the expressed understanding that this Agreement contains important and essential terms as part of the final approval of the Revised PUD, agree as follows:

1. Incorporation of Recitals. The parties acknowledge and represent that the foregoing recitals are true and accurate and binding upon the parties, and are incorporated into this Agreement.

2. PUD Approval.

a. The parties acknowledge and agree that the development of the Project has been granted final PUD approval by the City Council in accordance with the PUD Ordinance, subject to the terms of this Agreement and final site plan review required by the Rochester Hills Zoning Ordinance (the "Zoning Ordinance"). Approval of the PUD includes approval of the Final PUD Plans (**Exhibit "B"**) and this Agreement and all Exhibits attached to this Agreement, which take precedence over and supersede any and all prior reports, agreements, plans, and other submissions to and/or approvals by the City relative to the Project.

b. The Developer's right to develop the Property as provided for in this Agreement and the Exhibits attached to this Agreement are fully vested upon the City's execution of this Agreement and the granting of site plan approval for the Project from the Planning Commission, subject only to obtaining the required permits under City Ordinances. In the event that any part of this Agreement or the Final PUD Plans is inconsistent in any way with the City Code of Ordinances or the Zoning Ordinance in existence as of this date, or any City ordinance that is enacted at any future time, other than the PUD Ordinance, then this Agreement and the Final PUD Plans shall control. This Agreement shall not prevent the City from applying new or amended regulations that do not conflict with this Agreement. Notwithstanding anything

to the contrary herein, the Developer shall have no obligation to further develop all or any portion of the Property.

3. Zoning.

a. The parties acknowledge that the Property is currently zoned R-3 (One Family Residential District) within the MR (Mixed Residential [Overlay] District), pursuant to Section 138-4.200 *et seq.* and Section 138-4.204 *et seq.*, of the Zoning Ordinance, and that the PUD Ordinance does not require the rezoning of the underlying zoning classification of the Property to RM-1 (Multiple Family Residential District) for the application of the PUD overlay zoning district, which is the zoning classification applicable to the Units to be developed as part of the Project.

b. The City grants approval of the Project generally in accordance with the Final PUD Plans, comprised of no more than 121 Units for residential use, without any other use approval by the City being required. The parties further agree that development of the Project generally in accordance with the Final PUD Plans is permitted by the City, without any further review, recommendations or approval of the Planning Commission, City Council or any other person, board, committee or department of the City, except for final site plan review and approval by the Planning Commission and the issuance of required permits pursuant to City Ordinances. It has also been conclusively determined by the City that the Project meets all provisions of the PUD Ordinance.

4. Development Standards and Waivers.

Development Standards will generally conform to the Final PUD Plans in **Exhibit "B"**, attached hereto, and as established pursuant to the Schedule of Regulations and Modifications within the Zoning Ordinance and the PUD Ordinance. Specific waivers from the Zoning Ordinance and the PUD Ordinance provisions, and other applicable provisions of the City Ordinances, are accepted by City and are as follows:

a. Maximum Density: Four and 4/100 (4.04) Units per acre. (Section 138-6.502B.)

b. Perimeter Setbacks: Rear building setbacks of 35 feet. (Section 138-6.502C.)

c. Attached Unit Building Design Standards: The Project will include attached unit buildings and types consistent with the entrances, number of Units, floor area, elevations, design features, architectural features, and exterior finishes depicted in the Colored Rendering of Sample Building Elevation attached hereto as **Exhibit "C"**, understanding that modifications may be required to meet the conditions of final site plan and building permit approval (e.g., changes to the building exterior colors, textures, materials, floor plans, and accommodations of specific utility requirements for meter locations). All Units within the Project shall be single-story, attached apartment homes, with two bedrooms, two bathrooms, and an attached two car garage. (Section 138-6.503)

d. Maximum Number of Units: No more than one hundred nineteen (121) dwelling Units will be permitted at the Project. (Section 138-6.503B.)

5. Development Sequence. The parties agree and acknowledge that the Final PUD Plans represent the current intent of the Developer to develop the Property, with the knowledge and market condition information possessed by the Developer as of the present date. The parties acknowledge that housing market conditions may change over time, which could cause the Developer to change its plans or timing with respect to the development of the Project. The parties further acknowledge that the buildings and improvements as shown on the Final PUD Plans may be constructed, if at all, at different dates in the future, and that the Developer may elect to develop such improvements in the order and at such times as it determines necessary and appropriate in its discretion, if at all. Site improvements reasonably necessary or reasonably related to any particular building, including without limitation road improvements, storm drainage facilities, sidewalks, paths, and landscaping, will be made at the time of construction of such particular building, as determined through the site plan process. Provided that the Developer is proceeding in good faith and with due diligence to develop the Project in light of existing economic conditions, and is otherwise in compliance with this Agreement and City ordinances, the City will not unreasonably refuse to extend any time periods for Project completion for a reasonable time to enable the Developer to complete the Project. The Developer shall provide City Staff with a written report of the status of the development of the Project on an annual basis commencing one year from the date of this Agreement until Project development is completed. The Developer shall complete the Project within five (5) years from the date building permits are issued. Any delay or failure of Developer to perform its obligations in this Agreement shall be excused to the extent that it is caused by an unforeseen, unpreventable event or occurrence beyond its reasonable control such as, by way of example and not by way of limitation, acts of God, actions by governmental authority (whether valid or invalid), fires, floods, riot, natural disasters, wars, economic downturn, loss of funding, diminished funding, terroristic threat or action, or sabotage (collectively, "Force Majeure"); provided the Developer promptly notifies the City of the event of Force Majeure, the anticipated duration of the event of Force Majeure, and the steps taken to remedy the failure; and provided further that commercially reasonable efforts shall be used to minimize the extent and effect of the Force Majeure event.

6. Inapplicability of Land Division Requirements. The City acknowledges that the Developer intends to develop the Property for a residential use, which will not require separate land division approval. The granting of approval of the Final PUD Plans under this Agreement and securing of final site plan approval shall be deemed to satisfy any additional requirements under the Zoning Ordinance or City Code of Ordinances relating to the development of the Property and proposed use.

7. General Requirements of the Project. The Developer agrees that the Project will be developed in accordance with the following requirements:

a. The development shall be single-story attached apartment homes consisting of 121 Units within 25 buildings.

b. Exterior elevations of the buildings shall be in substantial conformance with the elevations included as part of the Final PUD Plans and the Colored Rendering of

Sample Building Elevation attached hereto as Exhibit "C", subject to the provisions of Section 4.c. hereof.

c. The Project shall have paved private roads as shown on the Final PUD Plans, which shall be maintained by the Developer or its successors and assigns. The Developer acknowledges that the road does not meet public road standards and may not be dedicated to the public unless it is first brought into compliance with public road standards by the Developer or the subsequent owner(s) of the Project.

d. The Project shall have sections of concrete sidewalks as shown on the Final PUD Plans.

e. The minimum setbacks along Dequindre Road and the minimum front yard setbacks, rear yard setbacks, and side yard setbacks between buildings shall be as shown on the Final PUD Plans.

f. Identification signage for Redwood at Rochester Hills will be installed in compliance with applicable City Codes and maintained by the Developer or its successors and assigns. The Developer shall have the right, but not the obligation, to erect an identification sign near the Dequindre Road entrance on the Final PUD Plans, as permitted by applicable City Codes.

g. The Project, including underground construction, installation of utilities and dewatering, shall not cause damage to or interfere with abutting properties. The Developer shall be responsible for repairing such damage, if that becomes necessary due to any such damage or interference occurring during or within one (1) year after completion of the Project's underground development activities.

8. Dedication of Road Right of Way. No later than November 1, 2020, the Developer shall dedicate and convey to the Road Commission for Oakland County a right of way along Dequindre Road which fronts the Property and a right of way along Avon Road, if both are accepted by the Road Commission for Oakland County, as both are shown on the Final PUD Plans (if the same has not already occurred).

9. Dedication to City of Infrastructure Improvements. Upon completion by Developer of any portion of the sanitary sewer, water mains (and associated lines, laterals, and the like), sidewalks and paths ("Infrastructure Improvements") in accordance with the City's applicable standards and specifications, Purchaser shall dedicate any Infrastructure Improvements as agreed upon with the City to the City and the City shall accept dedication, possession, and title to such Infrastructure Improvements on an "as is" basis with no warranties except those as may be provided by Developer's contractors. In addition to the Infrastructure Improvements, Developer shall pay the City One Hundred Thousand Dollars (\$100,000) for installation of a pressure reducing valve or offsite walking path or such other improvements which the City's engineering department determines will benefit the Project, such amount to be paid to the City by the Developer no later than the date of the pre-construction meeting between the Developer and the City. After the acceptance of such agreed upon Infrastructure Improvements, the City shall operate, maintain, repair, and replace such improvements in

accordance with applicable laws and the Developer shall no longer have any responsibility for such operation, maintenance, repair and/or replacement.

10. Landscaping. The Developer shall install landscaping for the Project in substantial conformance with the Landscape Plan ("Landscape Plan") included as part of the Final PUD Plans.

11. Open Space. The Project shall have such open space as depicted on the Final PUD Plans.

12. Wetland, Natural Features Setback and Storm Drainage Requirements.

a. Wetlands. The Developer shall comply with all applicable requirements of the City Code of Ordinances and of the Michigan Department of Environment, Great Lakes, and Energy ("MDEGLE") relating to wetlands and securing necessary permits for the Project, and the City agrees to diligently process and review such application in good faith and not unreasonably deny, condition, or withhold approval of such permits and approvals.

b. Natural Features Setback. The parties acknowledge that there may be State and City regulated wetland areas on the Property. Upon completion of the development and construction activities, the Developer shall restore natural features setbacks in those areas not permanently impacted to substantially the same condition that existed prior to any activity by the Developer in such areas. In granting these waivers, the City has determined that the proposed development of improvements and construction of the same at the Project, in accordance with the Final PUD Plans, are not likely to endanger or materially and adversely affect any natural features adjacent to such setbacks.

c. Storm Water/Retention System. The Developer agrees to construct the storm water detention/retention system in the location approved by the City in accordance with City requirements and the City approves the use of the wetlands on the Property as part of the storm water detention/retention system. The Developer or its successors and assigns shall maintain the storm water detention/retention system in compliance with applicable standards. The Developer shall enter into a storm water detention/retention basin maintenance agreement with the City, which shall be satisfactory to the City and which shall be recorded. In the event the storm drains in the Project require repair in the future, it will be the responsibility of the Developer or its successors and assigns to remove and restore the trees and other landscaping within any required buffers as shown on the Final PUD Plans if such trees and other landscaping are damaged in connection with the repair of the storm drains.

13. Tree Conservation. The Final PUD Plans conform to the Tree Conservation ordinance, Section 126-326 et seq. of the City Code of Ordinances.

14. Zoning Ordinance Requirements. Except as allowed herein, the height, bulk, density, and area requirements of the Project shall be as shown on the Final PUD Plans, and if not on the Final PUD Plans shall be as set forth in the current Zoning Ordinance. No subsequent zoning or other action by the City shall impair the rights of the Developer hereunder, and any further development of the Property by the Developer generally consistent with the Final PUD Plans that does not increase the approved density of the Property shall be deemed to be a lawful,

conforming use. In the event this Agreement or the Final PUD Plans are inconsistent with the City Code of Ordinances, Zoning Ordinances, regulations, or design standards in existence on the date of this Agreement, then this Agreement and the Final PUD Plans shall control. Except for any such conflict, the provisions of the Zoning Ordinance through the date of this Agreement shall apply. To the extent that the City enacts any new regulations governing permitted uses of land, density, design, improvement, and construction standards and specifications applicable to the development of the Property, such new regulations shall apply to the Property only to the extent they do not conflict with the Agreement and Final PUD Plans, in which case the Agreement and Final PUD Plans shall control. In the event changes in federal or state laws or regulations enacted after the date of this Agreement operate to prevent compliance with parts of the Agreement, or render compliance impractical or unreasonably difficult, the inconsistent provisions of the Agreement shall be modified, deleted or suspended as necessary to conform to such changes in federal or state law. The parties acknowledge and understand that modifications may be requested by the Developer to vary the strict requirements of City ordinances and design standards.

15. Minor/Major Modifications. The Project may be developed over a period of time during which there may arise a need to make minor changes to the Final PUD Plans. The City hereby delegates to City Staff the right to review and approve the following minor changes to the Final PUD Plans that may be requested by Developer: (a) reduction in the height of any building, or the footprint of any building by no more than five percent (5%); (b) an increase in the footprint of any building of no more than five percent (5%) of the size of the building footprint as indicated on the Final PUD Plans; (c) relocation of any building such that the relocation is in the general vicinity of the footprint of such building as shown on the Final PUD Plans; and (d) internal rearrangement of parking areas, roads, sidewalks, storm drainage facilities and other utilities, such that the area and density requirements and the overall character of the Final PUD Plans are not materially affected. Any other minor modification sought by Developer that exceeds the authority granted to City Staff in this Section shall be submitted to the Planning Commission for review and approval, with Developer having the right to appeal the Planning Commission's determination to City Council. Proposed modifications of a major material nature must be reviewed by the Planning Commission and approved by the City Council in accordance with the procedures applicable to final approval of the PUD.

16. Site Plan Review. Site plan review for all improvements to be constructed on the Property or the addition to or modification of any buildings or improvements shall be submitted to the Planning Commission for review pursuant to the normal process set forth in the Zoning Ordinance. Developer shall have the right to appeal the Planning Commission's determination to City Council. Any site plan submitted by the Developer shall comply with all applicable fire department, engineering and floodplain rules, regulations and design standards of the City, except as modified herein, and shall demonstrate that sufficient storm drainage and sanitary sewer capacity exists. The site plan shall be submitted and approved within sixty (60) days after execution of this Agreement. However, provided that the Developer is proceeding diligently and in good faith and is otherwise in compliance with this Agreement and City Ordinances, the City will not unreasonably refuse to extend the site plan approval for the Project upon written request from the Developer (herein "extension period"). If the site plan has not been submitted and approved within the time period prescribed above, including any extension period, then the right of the Developer to develop the Project under the PUD Plans may be terminated. The City and

the Developer agree to work together in good faith with respect to the foregoing requirements so as to both accommodate the policies of the City and implement the intent of the Final PUD Plans and Agreement.

17. Building Permits. The procedure for the City to review plans and construction drawings for clearing, grading, utilities, landscaping, building, and related approvals and permits requested by the Developer for the construction of any improvement on the Property, shall be performed as follows:

a. The City shall review and approve construction drawings and plans submitted by the Developer to the City for review and issue the required land improvement permits, building permits and other permits and approvals in the ordinary course, provided that said plans and drawings comply with the Final PUD Plans, this Agreement, and the City's rules and design standards to the extent such rules and design standards are not inconsistent with the Final PUD Plans or this Agreement, otherwise this Agreement and the Final PUD Plans shall control.

b. The City shall, in the ordinary course, promptly and diligently transmit to appropriate agencies the plans for water and sanitary sewer for permit processing. Once the Developer has obtained all pertinent approvals and permits and a pre-construction meeting is held with the City, the Developer may commence construction of the public utilities.

c. It is the intent of the parties that review comments for resubmission shall be made by the City and its planning and engineering departments in the ordinary course. Any review required pursuant to this Agreement by the Planning Commission or City Council shall be placed on the next available agenda of the Planning Commission or City Council as determined by City Staff after review is completed by the City Staff.

d. So long as the Developer is acting with due diligence, makes an initial submission of "as built" plans for site improvements completed at the time of submission, and the Developer's escrow account with the City for the payment of review and inspection fees is current, the City shall not deny the Developer the right for temporary occupancy permits for the reasons that minor improvements are not completed, if such do not relate to health or safety concerns such as lack of water mains, sanitary sewers, or access.

e. The City agrees to cooperate with and support requests by the Developer to any governmental agency or authority with jurisdiction over the Project, for permits, approvals or consents to facilitate the development and construction of the Project generally in accordance with this Agreement and the Final PUD Plans.

18. Fees. The City shall permit the Project, and each unit within the Project, to connect to the City's water main and sanitary sewer system. The fees for such connections, including the tap-in and meter fees, shall be charged to Developer by the City in an amount not to exceed the applicable fees identified in the "Procedures & Costs For Connection To Municipal Water System" and in the "Sanitary Sewer Connection Information" attached hereto as **Exhibit "D"**; provided, however, that if the City reduces such fees, then the fees charged shall be the reduced amount in existence at the time of such connection.

19. Consents/Approvals. Whenever the consent, approval or permit issuance of the City Council, Planning Commission or any City commission, department, staff, attorney, or representative is required, such consent, approval or permit issuance shall be processed in accordance with the City's standard operating procedures.

20. Sale of Property. The Developer shall have the right to sell, transfer, assign, or mortgage all or any portion of the Property. In the event all or any portion of the Property changes ownership or control prior to completion of the Project, the terms and conditions of this Agreement shall be binding on any successor owner of all or any portion of the Property. In the event the Property, or any part, is transferred so that the Property, in its entirety, is owned by more than one person or entity, any breach of this Agreement or violation of any applicable provisions of the City Code of Ordinances occurring on any part of the Property will be the sole responsibility and liability of the person or entity who or which owns that part of the Property on which the breach or violation occurs and will have no effect whatsoever on the other portions of the Property or the owners of such other portions. The City acknowledges and represents that this Agreement may be relied upon for the future land use and development of the Property by the Developer and its successors, assigns, mortgagees, and transferees. The Developer agrees that the Property shall be used only as set forth in this Agreement and the Final PUD Plans. Notwithstanding anything in this Agreement to the contrary, the Developer shall have no obligation to develop the Property.

21. Zoning Board of Appeals. The Zoning Board of Appeals shall have the authority to hear and decide appeals by the Developer for variances from the Zoning Ordinance. However, the Zoning Board of Appeals shall not have the authority to change conditions, or make interpretations or amendments to the Agreement or the PUD Final Plans or written conditions, which rights are reserved to the City Council.

22. Integration/Amendments. This Agreement and its Exhibits set forth the entire agreement between the parties relative to the subject matter hereof. No prior or contemporaneous oral or written representations, statements, promises, agreements or undertakings made by either party or agent of either party that are not contained in this Agreement shall be valid or binding. This Agreement may not be amended except in writing signed by the parties and recorded in the same manner as this Agreement. Amendments to the Final PUD Plans may be submitted by the Developer for review and recommendation by the Planning Commission and approval by City Council.

23. Severability. It is understood and agreed by the parties that if any part, term or provision of this Agreement is finally held by the courts to be illegal or in conflict with any statute, ordinance, rule, regulation, or other applicable law, the validity of the remaining portions or provisions of this Agreement shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term or provisions held to be invalid. In the event any changes in applicable federal or state laws or regulations enacted after the date of this Agreement operate to prevent compliance with parts of the Agreement, or render compliance impractical or unreasonably difficult, the inconsistent provisions of this Agreement shall be modified, deleted, or suspended as necessary to conform to such changes in federal or state law.

24. Governing Law. This Agreement shall be governed by the laws of the State of Michigan, both as to interpretation and performance. Any and all suits for any and every breach of this Agreement may be instituted and maintained in any court of competent jurisdiction in the County of Oakland, State of Michigan.

25. Waiver. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach.

26. Remedies. In the event that a party believes that the other party is not acting reasonably or in conformity with this Agreement, then the aggrieved party may petition the Oakland County Circuit Court to resolve such dispute and the parties shall make themselves immediately available for a hearing on a date to be set by the Court. In the event that the Court finds that party has not acted in good faith or in conformity with this Agreement, then the Court may order reasonable costs and attorney fees incurred to the prevailing party. All remedies afforded in this Agreement shall be taken and construed as cumulative, that is, in addition to every other remedy provided by law and in equity.

27. Inconsistency. To the extent that the Agreement or its Exhibits conflict with City Ordinance or Zoning Ordinance requirements, the terms of this Agreement and its Exhibits will control. Any clerical errors or mistakes in this Agreement or its Exhibits may be corrected by any of the parties, and all parties agree to cooperate in making such corrections in order to effectuate the intent of the parties in entering into this Agreement. Remedial amendments to correct errors and omissions may be approved and executed by the Mayor so long as they are consistent with the spirit and intent of this Agreement, in the Mayor's reasonable judgment. In all events any reference to the City Code of Ordinances, Zoning Ordinances and PUD Ordinance shall mean the existing Ordinances of the City as of the date of this Agreement.

28. Authority. The signers of this Agreement warrant and represent that they have the authority to sign this Agreement on behalf of their respective principals and the authority to bind each party to this Agreement according to its terms. Further, each of the parties represents that the execution of this Agreement has been duly authorized and is binding on such party.

29. Limitation of City's Liability. This PUD is a private undertaking, and the parties understand and agree that: (a) this PUD is a private development; (b) the City has no interest or responsibilities for or duty to third parties concerning any improvements on the Property except and only until such time that the City accepts any public improvements pursuant to this Agreement and the Final PUD Plans; (c) the Developer shall have full and exclusive control of the Property subject to the limitations and obligations of the Developer under this Agreement; and (d) the contractual relationship between the City and the Developer is such that the Developer is an independent contractor and not an agent, partner or joint venture of or with the City.

30. Binding Effect. This Agreement shall become effective upon execution by all parties and when the Agreement is recorded in the office of the Oakland County Register of Deeds and a certified copy of the recorded Agreement has been delivered to the City. This Agreement shall run with the land and bind the parties, their heirs, successors, and assigns. It is also understood that the members of the City Council or the City Administration or its departments may change, but the City shall nonetheless remain bound by this Agreement.

[Signatures begin on the following page]

This Agreement has been executed on the later of the signature dates set forth below.

DEVELOPER:

Redwood USA LLC,
an Ohio limited liability

By: _____

Its: _____

State of Michigan)
)
County of Macomb)

The foregoing was acknowledged before me on _____, 2020, by
_____, Managing Member of Redwood USA LLC, an Ohio limited
liability, on behalf of the company.

_____, Notary Public
_____, County, Michigan
Acting in _____ County, Michigan
My Commission Expires: _____

(Signatures continued on following page)

CITY:

CITY OF ROCHESTER HILLS,
a Michigan municipal corporation

By: _____

Bryan K. Barnett

Its: Mayor

State of Michigan)

)

County of Oakland)

The foregoing was acknowledged before me on _____, 2020, by Bryan K. Barnett, the Mayor of the City of Rochester Hills, a Michigan municipal corporation, on behalf of the corporation.

_____, Notary Public

_____ County, Michigan

Acting in _____ County, Michigan

My Commission Expires: _____

Table of Exhibits:

Exhibit A – Legal Description of Property

Exhibit B – Final PUD Plans

Exhibit C – Color Rendering of Sample Building Elevation

Exhibit D – Publications entitled "Procedures & Costs For Connection To Municipal Water System" and "Sanitary Sewer Connection Information"

Drafted by:

Tyler D. Tennent, Esq.

Dawda Mann

Dawda Mann Building

39533 Woodward, Suite 200

Bloomfield Hills, MI 48304

When Recorded Return to:

City of Rochester Hills

1000 Rochester Hills Drive

Rochester Hills, MI 48309

EXHIBIT A

Legal Description of Property

EXHIBIT B

Final PUD Plans

EXHIBIT C

Color Rendering of Sample Building Elevation

EXHIBIT D

**Publications entitled "Procedures & Costs For Connection To Municipal Water System"
and "Sanitary Sewer Connection Information"**