

STATE OF MICHIGAN

COUNTY OF OAKLAND

CITY OF ROCHESTER HILLS

**AGREEMENT FOR THE ROCHESTER UNIVERSITY TOWNHOMES
PLANNED UNIT DEVELOPMENT**

This Planned Unit Development (PUD) Agreement (“Agreement”) is by and between Pulte Homes of Michigan LLC, a Michigan limited liability company (Developer), whose address is 2800 Livernois Road, Building D, Suite 320, Troy, Michigan 48083, and the City of Rochester Hills, a Michigan municipal corporation (City), whose address is 1000 Rochester Hills Drive, Rochester Hills, Michigan 48309.

RECITATIONS

A. Developer is under contract to become the fee owner of the property described on the attached and incorporated Exhibit A, Property Description Exhibit (the Property), located in Rochester Hills, Oakland County, Michigan.

B. Developer voluntarily proposed rezoning and development of the Property as a PUD. Accordingly, Developer has applied for approval of an amendment to the Rochester Hills Zoning Ordinance granting a rezoning of the Property to PUD, with the zoning on the Property to be known as the Rochester University Townhomes Planned Unit Development (the “Development”). Developer is the developer of the Development.

C. Developer intends to purchase and develop the Property into a residential condominium development (“Condominium”) in accordance with the terms and conditions of this Agreement

D. As part of the application and approval process, Developer has offered and agreed to make the improvements and to proceed with undertakings as described in the PUD Documents (as defined in Section A below), which Developer and City agree are necessary and roughly proportional to the burden imposed in order to (1) ensure that public services and facilities

affected by the Development will be capable of accommodating increased service and facility loads caused by the Development, (2) protect the natural environment and conserve natural resources, (3) ensure compatibility with adjacent uses of land, (4) promote use of the Property in a socially and economically desirable manner, and (5) achieve other legitimate objectives authorized under the Michigan Zoning Enabling Act, MCL 125.3101 et seq.

E. For the purpose of confirming the rights and obligations in connection with the improvements, development, and other obligations to be undertaken on the Property once it has been rezoned to the Rochester University Townhomes Planned Unit Development, the parties have entered into this Agreement to be effective on the Effective Date (as defined below).

Now, therefore, as an integral part of the grant of the rezoning of the Property and approval of the Development on the Property, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, it is agreed as follows:

A. **Development as PUD.** The Property shall be developed and improved only in accordance with the following (referred to collectively as the “PUD Documents”):

1. The City of Rochester Hills Zoning Ordinance, in the form and on the terms existing as of the Effective Date (defined below), except as amended by this Agreement (“Zoning Ordinance”), except for the following deviations from the Zoning Ordinance and engineering standards, which have been approved as part of the PUD Plan approval:

	Zoning Ordinance/Engineering Standard Requirements	Proposed Deviation
Maximum Density	10.3 Acres (6,400 sq. ft./Unit)	7.9 Acres
Minimum Side Perimeter Setback	East: 38 ft. West: 40 ft. South: 40 ft. North: 30 ft.	East: 30 ft. West 24 ft. South: 24 ft. North: 24 ft.
Minimum Building Separation Required	<ul style="list-style-type: none"> • Front to Side: 45 ft. • Front to Front: 50 ft. • Front to Rear: 60 ft. • Rear to Rear: 60ft. • Rear to Side: 45 ft. • Side to Side: 30 ft. • Corner to Corner: 30ft. 	<ul style="list-style-type: none"> • Front to Side: 66 ft. • Front to Front: 66 ft. • Rear to Rear: 38ft (Bldgs 39-42 & 23-27) • Rear to Side: 32 ft. (Bldgs. 33-38 & 28-32) • Side to Side: 30 ft. • Corner to Corner: 60ft.
Garage Orientation	<ul style="list-style-type: none"> • Maximum 25% of garage doors may be located at or in front of the front building wall of the building, with all other garage 	<ul style="list-style-type: none"> • 100% of garage doors are located in the front of the building.

	doors being located at least 10 ft. behind the front building wall of the unit of facing the side or rear of the unit.	
Front Door Orientation	<ul style="list-style-type: none"> Buildings shall include a front porch that is at least 6 ft. wide x 6ft. deep with a minimum area of 36 sq. ft. 	<ul style="list-style-type: none"> Front porch dimensions are 4'3" to 4'8" wide by 4'8" deep (approximately 19.8 sq.ft.-21.9 sq.ft.).
Access Road Width and Distance between Sidewalk and Internal Road Curbing	<ul style="list-style-type: none"> Access Road must be 60' wide and the distance between internal road curbing and sidewalks must be the minimum distance as set forth in engineering standards for the City. 	<ul style="list-style-type: none"> Access Road width varies from 57.5' to 60' as shown on the PUD Plans. <ul style="list-style-type: none"> Distance between sidewalk and internal road curbing shall be variable width from between 0' to 10' as shown on PUD Plans.

2. The approved PUD plans for the Rochester University Townhomes Planned Unit Development, as attached to the Permit Conditions, and as approved by the Rochester Hills City Council ("PUD Plans") attached as Exhibit B to this Agreement.

3. The Permit Conditions for the Rochester University Townhomes Planned Unit Development as described in the in the PUD Plans.

4. This Agreement.

5. Recorded restrictions covering all the Property, recorded in the Oakland County Records as of the Effective Date.

6. The Conservation Easement for the Rochester University Planned Unit Development, to be approved and recorded in the manner set forth in this Agreement.

7. Any and all conditions of the approval of the City Council and Planning Commission pertaining to the Development as reflected in the official minutes of such meetings and approved prior to the recording of this Agreement.

8. Recordation with the Oakland County Register of Deeds office of an affidavit by the owner of the Property, if different than the Developer, on the effective date of the rezoning, approved by the City Attorney, containing the legal description of the Property, specifying the date of approval of the Rochester University Townhomes Planned Unit Development, and declaring that all future development of the Property has been authorized, restricted, and required to be carried out only in accordance this Agreement.

9. The Ordinance approving the Rochester University Townhomes Planned Unit Development.

- B. Effect of PUD Approval; Commencement Date and Completion Date.** The Ordinance Granting the Rochester University Townhomes Planned Unit Development reclassifying the zoning of the Property to PUD and constitutes the land use authorization for the Property, and all use and improvement of the Property shall be in conformity with such ordinance and the PUD Documents referenced in the ordinance. To the extent that Developer requires minor modifications to the PUD Documents, the City building official shall be permitted to approve such minor modifications administratively. The current name of the Development is not necessarily intended to be the formal name of the actual residential condominium project, the condominium project name may be changed with the consent of the City via administrative approval.

Developer shall commence construction of the Development after approval of this Agreement by City Council and by the later of (i) December 15, 2020, or (ii) upon issuance of all necessary permits (“Commencement Date”). The Development shall be completed within five (5) years of the Commencement Date.

- C. Land Use.** Within the Development, all buildings and site amenities shall be laid out, situated, and designed as described on the approved PUD Plan and corresponding site plans upon approval. The permitted density and land use mix shall be as described in detail in the permit conditions in the ordinance granting approval for or approving the Rochester University Townhomes Planned Unit Development (Permit Conditions).
- D. Phasing of PUD.** In accordance with, and as more particularly described in, the Permit Conditions, Developer shall develop the Property in one phase. However, there may be separate so called “legal” phases under the Act (defined below) to facilitate conventional mortgage financing approval for undeveloped condominium unit purchasers. In addition to the requirements set forth in the Zoning Ordinance with respect to site plan reviews and approvals, site plan reviews and approvals for all or any portion of the Development shall be based on the Planning Commission’s determining, in its discretion, that the proposed use and the proposed structure are in compliance with the minimum standards set forth in the approved PUD Plans, the Permit Conditions, and in the other PUD Documents. The general layout, configuration, and location of structures shall be generally consistent with those depicted on the approved PUD Plans and in the PUD Documents, and shall be designed and constructed in such a manner as to provide and promote a consistent character and an architecturally superior and harmonious design and appearance with all other portions of the Rochester University Townhomes Planned Unit Development, as well as with the regulations and design standards set forth in the Zoning Ordinance.

E. Water and Sanitary Sewer Systems. Developer shall, at its sole expense, construct and install improvements and/or connections tying into the municipal water and sewage systems as described in the PUD Documents. All of the foregoing improvements shall be designed and constructed in accordance with the approved PUD Plan and all applicable City, state, and county standards, codes, regulations, Zoning Ordinance and laws, in effect as the Effective Date, except as modified by this Agreement. Such water and sanitary sewer service facilities (including any on, and easements to reach the area to be served) and designated as “must be built” components in accordance with the Michigan Condominium Act, Act 59 of 1978, as amended (the “Act”), shall be provided by and at the sole expense of Developer, and all improvements shall be completed, approved, and dedicated to City (as required by City in its discretion) to the extent necessary to fully service all proposed and existing facilities, structures, and uses within the Development to be served by those facilities, extensions, and easements, prior to issuance of any building permits for any building in such phase of the Development, other than building permits issued prior to the date of this Agreement. Developer shall be entitled to post security in the form of cash or an irrevocable and automatically renewing letter of credit approved by City, in an amount equal to 25 percent of the cost of construction and maintenance determined by the Developer’s engineering consultants and acceptable to the City Engineer, for the completion of such water and sanitary sewer system improvements to serve the Development. The estimate for the completion of such work, which has been approved by the City Engineer, together with an agreement to be entered into between the City and Developer, approved by the City Attorney, authorizing, but not obligating the City, at its option, to install the water system and/or sanitary sewer system for such phase if Developer has failed to do so within the time specified in the agreement, but in no event sooner than two (2) years after the issuance of the initial permit. Developer shall assume all risks associated with any nonavailability of water and/or sanitary sewers to serve the structures within the Development, including, without limitation, uninhabitable buildings and fire protection risks, and shall release, indemnify, and hold harmless City from and against any claims arising by reason of any such nonavailability. Developer shall, upon completion of installation and testing of the public water and sanitary sewer improvements for the single phase of the Development, convey and dedicate all interest in such facilities to City by providing and executing documents in a form acceptable to the City, and an updated title commitment showing title in the Developer, and otherwise in accordance with all the Zoning Ordinance and this Agreement.

F. Drives and Parking Lots; Access

1. All drives and parking lots within and for the Development shall be designed, situated, and constructed in accordance with all requirements of the Zoning Ordinance, the PUD Documents, and the approved PUD Plan.
2. Developer shall obtain the necessary easements over adjoining properties in order to provide access to the Development. The requirements of

Section 28-41 of the Zoning Ordinance regarding access in relation to parcel splitting have been met.

3. All roads, drives, and parking lots depicted on the approved PUD Plan and designated as “must be built” components in accordance with the Act, within or necessary to serve all or any part of the Development shall be completed and approved (except top coat) prior to issuance of building permits for the construction of any building or structure to be served by them or to benefit from them. However, Developer shall be entitled, in its sole discretion, to post security in the form of cash or an irrevocable and automatically renewing letter of credit approved by City, in an amount equal to 25 percent of the estimated cost of construction and maintenance determined by the Developer’s engineering consultants and acceptable to the City Engineer, together with an agreement between the Developer and the City, approved by the City Attorney, authorizing, but not obligating, the City, at its option, to install the improvements in question if Developer has failed to do so within the time specified in the agreement. In such case, building permits shall be issued subject to installation and maintenance of an adequate gravel subsurface base for all entranceways and internal drive areas to provide access for construction traffic, City personnel, and emergency and fire fighting equipment; and further, the agreement for completion shall provide that the paving of all areas referenced in this paragraph shall be completed and approved (including topcoat and parking lot striping) prior to issuance of any certificate of occupancy within the portion of the Development to be served by them, but in any event such paving shall be completed within 12 months of issuance of the first building permit for a building of the Development. In the event a structure is entirely eligible otherwise for issuance of a certificate of occupancy and the top coat of paving cannot be installed due to the onset of winter and the resulting closing of asphalt plants, the City may issue a temporary certificate of occupancy subject to the previously mentioned financial guarantee remaining in place with a firm commitment by Developer for completion within twelve (12) months of issuance of such temporary certificate of occupancy.
4. Developer and any assigns and transferees of Developer shall be responsible for maintenance and repairs of the drives, entranceways, and parking lots during the period of construction and, except for any drives that have been dedicated to City or to the Road Commission for Oakland County at the time of recording of the respective deed restrictions, Developer shall incorporate provisions in the deed restrictions providing for perpetual maintenance obligations by the owners of the Property in the manner more particularly set forth in the Permit Conditions.
5. Prior to completion of the paving of the roads, drives, and parking lots, Developer shall apply dust palliative to and otherwise maintain such areas

as necessary to keep them in good repair and minimize problems for adjacent property owners and the motoring public at large. Developer shall also keep Avon Road free of debris and repair any damage (subject to Road Commission requirements) caused by construction activities on or for the Property and use of such roads for construction purposes. If Developer fails to maintain and repair the roads, drives, parking lots, as required by this Section G, in addition to any enforcement authorization or remedy provided in the deed restrictions or any other agreement, City may issue stop work orders and/or withhold issuance of further approvals, permits, and occupancy certificates for the Development until such failure is cured to the reasonable satisfaction of City.

6. For purposes of the maintenance obligations set forth in this Section F, the terms *maintenance*, *maintain*, and *maintained* shall mean and include regular inspections; grading and other earth-moving; removing dirt, debris, and any obstacles; repairing potholes and cracks; adding new materials; providing for drainage; constructing any needed structures (e.g., without limitation, to provide lateral support, curbing, drainage, etc.); graveling; sealing; resurfacing; and such other action as necessary or expedient to provide structural integrity and substantially continuous, unobstructed, and safe vehicular passage, and providing unobstructed drainage as necessary and required.

G. Storm Water Drainage. Developer, at its sole expense, shall construct and maintain an on-site storm water drainage system, in accordance with the PUD Plans, PUD Documents, and all applicable ordinances, laws, codes, standards, and regulations, in effect as the Effective Date, except as modified by this Agreement.

H. Completion of Improvements; Financial Assurances. All on-site and off-site improvements of the Development identified as “must be built” improvements under the Act and as described and shown on the PUD Plans for the Development shall be completely constructed and provided to all buildings and facilities within the Development as required and as set forth in the PUD Documents, the approved PUD Plans, any other approvals or permits granted by City, and all applicable laws, ordinances, standards, and regulations, in effect as the Effective Date, except as modified by this Agreement. and the Zoning Ordinance. During the construction of the Development, Developer shall be obligated to maintain the above improvements and amenities and, at City’s request, Developer shall provide reasonable financial assurances satisfactory to City for completion, preservation, and maintenance of such improvements such that the Development will be capable of standing on its own in terms of the presence of services, facilities, and open space, and shall contain the necessary components to ensure the protection of natural resources and the health, safety, and welfare of the users of the Development and the residents of the surrounding area. Such financial assurances shall be in the form of cash or irrevocable and automatically renewing letter of credit, approved by City, in an amount equal to 25 percent of the cost of

completing the improvements as determined by the Developer's engineering consultants and acceptable to the City Engineer, together with an agreement between the Developer and the City, approved by the City Attorney, authorizing, but not obligating the City, at its option, to complete and maintain such improvements using the funds from the letter of credit or cash posted by Developer, if Developer has failed to complete and/or maintain the improvements within the time specified in the agreement.

- I. **Condominium Documents.** Developer shall submit to City proposed master deed, bylaws and condominium subdivision plan (the "Condominium Documents"). The Condominium Documents shall be subject to review and approval by the City Attorney prior to recording. As part of such deed restrictions, there shall be provisions obligating Developer, prior to the Transitional Control Date, and the Association thereafter, to maintain and preserve all General Common Elements of the Development identified in the Condominium Documents in good working order and appearance at all times and in accordance with the PUD Documents. Additionally, the deed restrictions shall identify and make reference to the PUD Documents and the regulations of the land provided in the Documents. The deed restrictions shall additionally include the following provision: "In the event Developer or the condominium association created to manage and administer the affairs of the Condominium (the "Association") (if after the Transitional Control Date) at any time fail to carry out the responsibilities and obligations pertaining to any such areas, facilities, or improvements for or within the Rochester University Townhomes, City shall have the right to serve written notice on Developer or Association setting forth the deficiencies in maintenance, repair, and/or preservation." The notice shall also set forth a demand that such deficiencies be cured within a stated reasonable time period, but in no event less than thirty (30) days, and the subsequent date, time, and place of hearing for the City Council, or such other body or official delegated by the City Council, to allow Developer or Association to be heard as to why City should not proceed with the maintenance, repairs, and/or preservation that had not been undertaken. At the hearing, the City Council may take action to extend the time for curing the deficiencies, and the date of the hearing itself may be extended and/or continued to a date certain. If, following the hearing, the City Council or the other body or official designated to conduct the hearing determines that the maintenance, repairs, and/or preservation have not been completed within the time specified in the notice, City shall then have the power and authority, but not the obligation, to enter the applicable portion of the Property, or cause its agents or contractors to enter the applicable portion of the Property, and perform such maintenance, repairs, and/or preservation as reasonably found by City to be appropriate. The cost and expense of making and financing such maintenance, repairs, and/or preservation, including the cost of notices by City and reasonable legal fees incurred by City, plus an administrative fee in the amount of 25 percent of the total of all costs and expenses incurred, shall be paid by the Developer and/or Association, and such amount shall constitute a lien on an equal pro rata basis as to all of the Units located in the Condominium. The City may require the

payment of such monies prior to the commencement of work. If such costs and expenses have not been paid within 30 days of a billing to the Developer or Association, all unpaid amounts may be placed on the delinquent tax roll of the City, pro rata, as to each Unit, and shall accrue interest and penalties, and shall be deemed and collected, as delinquent real property taxes, according to the laws made and provided for the collection of delinquent real property taxes. In the discretion of City, such costs and expenses may also be collected by suit initiated against Developer or Association.

- J. **Conservation Easement; Nature Path; Tree Replacement.** In connection with Pulte's obligation to replace or relocate regulated trees under the Zoning Ordinance, a conservation easement shall be granted to City for certain offsite property owned by Rochester University, a Michigan nonprofit corporation (the "University"), as shown on the approved PUD Plans (the "Conservation Easement"), which Conservation Easement shall be recorded prior to the issuance of any building permits. The Conservation Easement shall be submitted to City for review and approval by the City Attorney. In connection with the Conservation Easement, Pulte shall install a woodchip pathway (the "Nature Path") for the benefit of the community within the Conservation Easement as shown on the PUD Plans. The Association shall maintain and repair the Nature Path, the cost of which shall be an expense of administration of the Condominium. Pulte's obligation to install and maintain the Nature Path shall be subject to, and contingent upon the Pulte and the City obtaining and recording the Conservation Easement from the University in a form reasonably acceptable to the City Attorney and Pulte, which such Conservation Easement must include provisions granting Pulte and the Association, and their successors and assigns, a perpetual right and exclusive easement, for the installation, maintenance and repair of the Nature Path, together with a nonexclusive easement over and across only those portions of the Conservation Easement area which are reasonably necessary for the use of, maintenance and repair of the Woodchip Path.

In addition to the Conservation Easement, Pulte shall install additional replacement trees both onsite and offsite in locations to be administratively approved by the City, subject to the consent of the University in relation to trees to be located on the University's property. Pulte and the City acknowledge and agree that by recording the Conservation Easement and planting the replacement tree onsite and offsite, the requirements of the City's Tree Conservation Ordinance, in the form and on the terms existing as of the Effective Date, in relation to the tree removal permit have been satisfied.

- K. **Pedestrian Connectivity.** In order to promote increased pedestrian circulation, the City has requested, and Pulte has agreed to install a sidewalk along Avon Road, which extends from the existing sidewalk to the Clinton River trail ("Proposed Sidewalk"), as shown on the PUD Plans. The Proposed Sidewalk shall be dedicated to the City upon completion. Additionally, Pulte has agreed to install a sidewalk located on University property for pedestrian connectivity between

Avon Road and the Property (the “Internal Sidewalk”). The City acknowledges and agrees that portions of the Proposed Sidewalk are located on property owned by the University. Pulte’s obligation to install the Proposed Sidewalk shall be subject to, and contingent upon Pulte (i) receiving the required easement from the University for the installation, of the proposed sidewalk, together with a nonexclusive easement over and across only those portions of the University’s property which are reasonably necessary for the installation of the Proposed Sidewalk, and (ii) the University agreeing to dedicate, or otherwise grant an easement to the City for the Proposed Sidewalk upon completion, or otherwise grant an easement to the City.. Pulte, the Association, and their successors and assigns, shall have no maintenance, repair or replacement obligations in relation to the Proposed Sidewalk. The Proposed Sidewalk and Internal Sidewalk shall be constructed in accordance with the requirements and standards of the City, Road Commission, and all applicable laws.

L. City Enforcement. In the event there is a failure to timely perform any obligation or undertaking required under or in accordance with the PUD Documents, City may serve written notice on Developer setting forth such deficiencies and a demand that the deficiencies be cured within a stated reasonable time period, but in no event less than thirty (30) days, and the date, time, and place for a hearing before the City Council, or such other Council, body, or official delegated by the City Council, to allow Developer an opportunity to be heard as to why City should not proceed with the correction of the deficiency or obligation that has not been undertaken or properly fulfilled. At any such hearing, the time for curing and the hearing itself may be extended and/or continued to a date certain. The foregoing notice and hearing requirements shall not be necessary in the event City determines in its discretion that an emergency situation exists requiring immediate action. For the purposes of this paragraph, an emergency situation is one in which the immediate health and safety of the community are at risk. If, following the hearing described above, the City Council, or the other Council, body, or official designated to conduct the hearing, determines that the obligation has not been fulfilled or failure corrected within the time specified in the notice, or if an emergency circumstance exists as determined by City in its discretion, City shall then have the power and authority, but not the obligation, to take any or all of the following actions, in addition to any actions authorized under City ordinances and/or state laws:

7. Enter the Property, or cause its agents or contractors to enter the Property, and perform such obligation or take such corrective measures as reasonably found by City to be appropriate. The cost and expense of making and financing such actions by City, including notices by City and legal fees incurred by City, plus an administrative fee in an amount equivalent to 25 percent of the total of all such costs and expenses incurred, shall be paid by Developer within 30 days of a billing to Developer. The payment obligation under this Section shall be secured by

a lien against the Property within which the deficiency exists, which lien shall be deemed effective as of the date of the initial written notice of deficiency provided to Developer pursuant to this Section or, in emergency circumstances, the date at which City incurred its first cost or expense in taking corrective action. Such security shall be realized by placing a billing that has been unpaid by Developer for more than 30 days on the delinquent tax rolls of City relative to such portion of the Property, to accumulate interest and penalties, and to be deemed and collected, in the same manner as for collection of delinquent real property taxes. In the discretion of City, such costs and expenses may be collected by suit initiated against Developer and, in such event, Developer shall pay all court costs and attorney fees incurred by City in connection with such suit if City prevails in collecting funds.

8. Initiate legal action for the enforcement of any of the provisions, requirements, or obligations set forth in the PUD Documents. Except in emergency circumstances, Developer shall be provided notice of the deficiencies from City and shall be afforded an opportunity to timely correct. In the event City obtains any relief as a result of such litigation, Developer shall pay all court costs and attorney fees incurred by City in connection with such suit.
9. Issue a stop work order as to any or all aspects of the Development, deny the issuance of any requested building permit or certificate of occupancy within any part or all of the Development, regardless of whether Developer is the named applicant for such permit or certificate of occupancy, and suspend further inspections of any or all aspects of the Development.

M. Enforcement; Severability. Any failure or delay by City to enforce any provision contained in this Agreement shall in no event be deemed, construed, or relied on as a waiver or estoppel of the right to eventually do so in the future. Each provision and obligation contained in this Agreement shall be considered to be an independent and separate covenant and agreement and, in the event one or more of the provisions and/or obligations shall for any reason be held to be invalid or unenforceable by a court of competent jurisdiction, all remaining provisions and/or obligations shall nevertheless remain in full force and effect. If changes in federal or state laws or regulations enacted after this Agreement has been executed, operate to prevent compliance with parts of this 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.

N. Access to Property. In all instances in which City utilizes the proceeds of a financial assurance given to ensure completion or maintenance of improvements as provided in this Agreement, and at any time throughout the period of development and construction of any part of the Development in accordance with this Agreement, City and its contractors, representatives, consultants, and agents

shall be permitted, and are granted authority, to enter all or any portion of the Property for the purpose of inspecting and/or completing the respective improvements and for purposes of inspecting for compliance with and enforcing the PUD Documents.

- O. **Model Homes.** Developer may erect and maintain models on the Subject Property in furtherance of the sales activities of the Developer in relation to the Condominium, and in accordance with the terms and conditions of this Agreement. Notwithstanding anything to the contrary contained elsewhere in this Agreement, until all Units in the entire Condominium are sold by Developer, Developer shall have the right to maintain a sales office, a business office, a construction office, models units, storage areas and reasonable parking incident to the foregoing, and such access to, from and over the Condominium as may be reasonable to enable development and sale of Units or the entire Condominium by the Developer
- P. **Signage.** Pulte shall have the right to erect temporary signage at the entrance to the Condominium on Avon Road in furtherance of its development and sale of the units in the Condominium, in accordance with the terms and conditions of this Agreement which may be maintained for period ending on the earlier of three (3) years from the Effective Date or upon the sale of the last Unit, whichever occurs first; provided that the signage rights may be extended by Pulte for an additional two (2) years if (i) Units are still being offered for sale, and (ii) subject to the approval of the City. Additionally, Pulte shall have the right to erect a permanent monument sign at the entrance on Avon Road on property owned by the University to locate and direct individuals to the Condominium. The University, as provided below, hereby grants Pulte a perpetual and exclusive easement to Pulte and the Association, and their successors and assigns, the perpetual right and easement for the installation, display, replacements, maintenance and repair of an identification sign, as well as related easements for utilities to service and operate the sign, together with a nonexclusive easement over and across only those portions of the property owned by the University which are reasonably necessary for the use of such display, replacement, maintenance and repair of the sign. All signage located on City owned property shall be constructed in accordance with City and Road Commission engineering and design standards and the Zoning Ordinance.
- Q. **Agreement Jointly Drafted.** Developer has negotiated with City the terms of the PUD Documents and such documentation represents the product of the joint efforts and mutual agreements of Developer and City. Developer fully accepts and agrees to the final terms, conditions, requirements, and obligations of the PUD Documents, and Developer shall not be permitted in the future to claim that the effect of the PUD Documents results in an unreasonable limitation on uses of all or a portion of the Property or claim that enforcement of the PUD Documents causes an inverse condemnation, other condemnation, or taking of all or any portion of the Property. Furthermore, it is agreed that the improvements and

undertakings described in the PUD Documents are necessary and roughly proportional to the burden imposed, and are necessary in order to (1) ensure that public services and facilities necessary for and affected by the Development will be capable of accommodating the development on the Property and the increased service and facility loads caused by the Development; (2) protect the natural environment and conserve natural resources; (3) ensure compatibility with adjacent uses of land; (4) promote use of the Property in a socially, environmentally, and economically desirable manner; and (5) achieve other legitimate objectives authorized under the Michigan Zoning Enabling Act, MCL 125.3101 et seq. It is further agreed and acknowledged that all such improvements, both on-site and off-site, are clearly and substantially related to the burdens to be created by the development of the Property and all such improvements without exception are clearly and substantially related to City's legitimate interests in protecting the public health, safety, and general welfare.

- R. **Ambiguities and Inconsistencies.** Where there is a question with regard to applicable regulations for a particular aspect of the Development or with regard to clarification, interpretation, or definition of terms or regulations, and there are no apparent express provisions of the PUD Documents that apply, City, in the reasonable exercise of its discretion, shall determine the regulations of the Zoning Ordinance, or other City ordinances that are applicable, provided such determination is not inconsistent with the nature and intent of the PUD Documents and this Agreement. In the event of a conflict or inconsistency between two or more provisions of the PUD Documents, or between the PUD Documents and applicable Zoning Ordinance, the terms and conditions of this Agreement shall prevail.
- S. **Running with the Land; Governing Law.** This Agreement shall run with the land constituting the Property and shall be binding on and inure to the benefit of City and its successors, Developer, all future owners, developers, and builders of any part of the Development, all undersigned parties, and all of their respective heirs, successors, assigns, and transferees. This Agreement shall become effective when recorded with the Oakland County Register of Deeds. This Agreement shall be interpreted and construed in accordance with Michigan law and shall be subject to enforcement only in Michigan courts. City acknowledges and agrees that once Developer, or its successors or its assigns has completed the common improvements and turned over the Property to the Association, Developer shall have no further obligation or liability under this Agreement with respect to the obligations or liability first arising under this Agreement after the effective date of such assignment.
- T. **Single Ownership and/or Control of PUD Property.** Developer represents and warrants to City that the single ownership and/or control of the Property has been vested solely in Developer, or will be vested in Developer prior to the construction activities, and Developer is fully authorized and empowered to rezone and develop the Property in accordance with and pursuant to the PUD

Documents and all other documents, agreements, plans, dedications, ordinances, and recordings applicable to the Rochester University Townhomes Planned Unit Development as submitted to and as approved by the City Council of Trustees. This representation may be relied on and enforced by the City. The University is executing this Agreement for the sole purpose of authorizing rezoning of the Property and otherwise consenting to the development of the Property, including, but not limited to Pulte's signage rights as set forth in Section P above, if this Agreement is recorded prior to Developer acquiring the Property. In the event that Developer does not acquire the Property by January 1, 2021, the University or the City may terminate this Agreement upon written notice to the other, and this Agreement shall be of no further force and effect.

U. **Amendment.** This Agreement shall only be modified, replaced, amended or terminated by written agreement of the City and Developer, which such agreement shall be recorded in the Register of Deeds for Oakland County.

This Agreement was executed by the respective parties on the date specified with the notarization of their signatures and shall be considered to be dated on the date of the City Council's adoption of the Ordinance Granting the Rochester University Townhomes Planned Unit Development. This Agreement shall become effective when recorded with the Oakland County Register of Deeds (the "Effective Date").

[Intentionally blank. Signatures continued on next page.]

DEVELOPER:

**PULTE HOMES OF MICHIGAN LLC,
a Michigan limited liability company**

By: _____

Joe Skore

Its: Vice President of Land Acquisition

STATE OF MICHIGAN)
OAKLAND COUNTY)

Acknowledged before me in Oakland County, Michigan, on _____ by Joe Skore, the Vice President of Land Acquisition of Pulte Homes of Michigan LLC, a Michigan limited liability company on behalf of the company.

/s/ _____

_____, Notary Public

Notary public, State of Michigan, County of

_____.

My commission expires _____

Acting in the County of _____

[Intentionally blank. Signatures continued on next page.]

CITY:

**CITY OF ROCHESTER HILLS,
a Michigan municipal corporation**

By: _____

Name: _____

Its: _____

STATE OF MICHIGAN)

OAKLAND COUNTY)

Acknowledged before me in Oakland County, Michigan, on _____ by
_____, the _____ of the City of Rochester
Hills, a Michigan municipal corporation on behalf of the corporation.

/s/ _____

_____, Notary Public

Notary public, State of Michigan, County of

_____.

My commission expires _____

Acting in the County of _____

CONSENT OF ROCHESTER UNIVERSITY TO RECORDING OF THIS AGREEMENT

UNIVERSITY:

**ROCHESTER UNIVERSITY,
a Michigan nonprofit corporation**

By: _____
Name: _____
Its: _____

STATE OF MICHIGAN)
OAKLAND COUNTY)

Acknowledged before me in Oakland County, Michigan, on _____ by _____, the _____ of the Rochester University, a Michigan nonprofit corporation, on behalf of the corporation.

/s/ _____
_____, Notary Public
Notary public, State of Michigan, County of _____
My commission expires _____
Acting in the County of _____

**DRAFTED BY AND WHEN
RECORDED RETURN TO:**
Alexandra E. Dieck
Bodman PLC
201 S. Division Street, Suite 400
Ann Arbor, Michigan 48103

EXHIBIT A
PROPERTY DESCRIPTION EXHIBIT

LAND SITUATED IN THE CITY OF ROCHESTER HILLS, COUNTY OF OAKLAND STATE OF MICHIGAN, DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LOCATED IN THE SOUTHEAST 1/4 OF SECTION 15, TOWN 3 NORTH, RANGE 11 EAST, CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 15, THENCE ALONG THE SOUTH LINE OF SAID SECTION 15, DUE WEST 1793.79 FEET; THENCE NORTH 01°40'04" EAST 600.00 FEET; THENCE DUE EAST 2.50 FEET; THENCE NORTH 01°40'04" EAST 272.83 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 53°54'10" WEST 179.32 FEET; THENCE NORTH 36°05'50" WEST 60.00 FEET; THENCE NORTH 53°54'10" EAST 81.99 FEET; THENCE NORTH 52°53'14" WEST 202.49 FEET; THENCE NORTH 28°45'21" EAST 508.13 FEET; THENCE NORTH 57°20'54" EAST 128.22 FEET; THENCE SOUTH 88°21'57" EAST 336.59 FEET; THENCE SOUTH 01°51'27" WEST 604.32 FEET; THENCE DUE WEST 393.37 FEET; THENCE SOUTH 01°40'04" WEST 14.36 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 7.90 ACRES OF LAND.

Tax Parcel: part of 15-15-451-008
(future _____)

**EXHIBIT B
PUD PLANS**