

LIBER 45856 PAGE 314
\$145.00 MISC RECORDING
\$4.00 REMONUMENTATION
05/30/2013 10:59:25 AM RECEIPT# 75707
PAID RECORDED - Oakland County, MI
Lisa Brown, Clerk/Register of Deeds

RECORDS
AND
REGISTER OF DEEDS

2013 MAY -6 AM 8:25

HARVARD PLACE

FIRST AMENDED AND RESTATED PLANNED UNIT DEVELOPMENT AGREEMENT

THIS FIRST AMENDED AND RESTATED PLANNED UNIT DEVELOPMENT AGREEMENT (together with its Exhibits, the "Agreement") is made as of APRIL 9, 2013, by and between MJC Harvard Place LLC, a Michigan limited liability company (the "Developer"), whose address is 46600 Romeo Plank Road, Suite 5, Macomb, Michigan 48044, and the City of Rochester Hills, a Michigan municipal corporation (the "City") whose address is 1000 Rochester Hills Drive, Rochester Hills, Michigan 48309.

RECITALS:

A. There was recorded in Liber 39658, Pages 225 et seq., Oakland County Register of Deeds, a certain Planned Unit Development Agreement (the "Original PUD Agreement") with respect to approximately 25.755 acres of property located north of School Road and east of John R Road in Rochester Hills, Michigan, which property is described on the attached Exhibit A ("Property"). The Property was to be developed as a Planned Unit Development known as Oakville Estates.

B. The Original PUD Agreement was fully approved by the City of Rochester Hills.

C. Oakville Estates was never constructed pursuant to the Original PUD Agreement and the Property was eventually acquired by the Developer, which desires to fully develop the Property in accordance with the Original PUD Agreement with certain changes outlined and agreed to herein (the "PUD").

D. The PUD for the Property is to be known as "Harvard Place" and is proposed to consist of the development a residential multi-family apartment complex consisting of 14 buildings, each containing 12 attached residential units of a minimum living area of 1,441 square feet per unit, for a total of 168 apartment units (the "Units") as shown on the Final PUD Plans (defined below), together with a natural area of open space along the north side of the Property and northeast corner preserved as a natural park 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 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 recommends, 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.

O.K. - RC

G. The Developer and the City believe that the development of the Project will provide affordable, high quality attached multi-family 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 residents of the City.

H. This Agreement, including the Final PUD Plans, comprise a PUD that satisfies the qualifying conditions of the Planned Unit Development Ordinance (the "PUD Ordinance") by providing the following benefits to the City that would not or may not result from a rezoning of the Property to RM-1:

(i) providing an 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 of the attached multi-family units in the Project, fulfilling in part, 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 existing wetlands within the Project;

(viii) contributing funds to the City for the future paving of School Road when deemed appropriate by the City;

(ix) donating right of way to the City along the John R Road and School Road frontage of the Property; and

(x) extending the pathway along the John R Road frontage of the Property south to School Road.

I. In March of 2012, the Developer submitted a PUD revision request to the City with preliminary revised PUD plans (as subsequently approved, the "Final PUD Plans") for the Property. The Rochester Hills Planning Commission (the "Planning

Commission") has reviewed the Final 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 September 10, 2012, and at its meeting of _____, 2013, the Final PUD Plans and this Agreement 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 _____, 2013, 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 Revised PUD Plans 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 in existence as of the date of

the Original PUD Agreement, 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 pursuant to Section 138-4.200 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 for the application of the PUD overlay zoning district, which is the zoning classification applicable to the attached multi-family rental 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 for the multi-family apartment development comprised of no more than 168 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 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 and landscaping, will be made at the time of construction of such particular building, as determined through the site plan process. The Project may be developed in multiple phases, as shown on the Final PUD Plans. Provided that the Developer is proceeding in good faith 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.

5. Inapplicability of Land Division Requirements. The City acknowledges that the Developer intends to develop the Property as an apartment complex 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 relating to the development of apartments.

6. 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 a residential multi-family apartment complex consisting of 14 buildings, each containing 12 attached residential units of a minimum living area of 1,441 square feet per unit, for a total of 168 apartment units.

b. Exterior elevations of the buildings shall be in substantial conformance with the elevations included as part of the Final PUD Plans and the Color Rendering of Sample Building Elevation attached hereto as Exhibit C.

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 parties agree that the Developer shall construct the access road from the Project to School Road at the time of construction of the other roads within the Project, but that the Developer shall install a break-away barrier upon such road at School Road, which barrier shall enable emergency vehicle access to the Project, and shall be constructed to standards approved by the City. At the time the City paves School Road, then upon the request of the City, the Developer or its successors and assigns shall remove such barrier at its expense, which shall open such road for normal access for vehicular traffic. The median island at the entrance for Academy Drive off John R Road as shown on the Final PUD Plans may be required to be modified in the future if the City reasonably determines that the proposed median island configuration causes material adverse ingress/egress traffic conflicts at such entrance.

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

e. The minimum setbacks along John R Road and School 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 Harvard Place 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 School Road entrance on the Final PUD Plans at

the time the entrance from the Project to School Road is opened for travel, 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 the well and water supply located at 1247 John R. Road, Rochester Hills, Michigan (the "neighbor"). The Developer shall be responsible for repairing or restoring the neighbor's well or water supply, or for costs associated with the neighbor connecting to the public water main, 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.

7. Dedication of Road Right of Way. Prior to any land improvement permits being issued for the Project, the Developer shall dedicate and convey to the City a right of way along the John R Road and School Road frontages of the Property, as shown on the Final PUD Plans.

8. Contribution for Paving of School Road. Prior to a land improvement permit being issued for the Project, the Developer shall make a cash contribution ("Contribution") to the City in an amount equal to the City's cost to pave that portion of School Road adjacent to the Project (the north half section of such adjacent portion of School Road only), per the City's standard detail pavement cross-section at the time of construction of the Project. Such Contribution shall also include a deposit into the City's pathway fund for a path to be constructed along School Road adjacent to the Project. The City shall hold the Contribution until such time as the City decides to pave School Road from Dequindre Road to John R Road, at which time the City may use the Contribution for such paving project. The City agrees not to use the Contribution for any other purpose.

9. Pathway Extension. An eight foot (8') wide asphalt pathway shall be installed by the Developer at its expense within the right of way of John R Road adjacent to the Property, from the northern boundary of the Property along John R Road to the corner of John R Road and School Road as shown on the Final PUD Plans, in accordance with City Ordinances, within the City right of way along John R Road. The Developer shall have no obligation to acquire additional right of way, or to construct the pathway along John R Road in any area where the City does not own such right of way or have an easement for the construction of the pathway in such area. In any such areas, the City will use commercially reasonable efforts to obtain such right of way, and if unsuccessful by the time the Developer is ready to construct the pathway along John R Road, then the Developer may either construct the pathway where the City has right of way or easements and contribute to the City's pathway fund for the future construction of all segments of pathway where the City does not have right of way or easements, or contribute into the pathway fund for all such parcels south of the Project to School Road.

10. Landscaping. The Developer shall install landscaping for the Project in substantial conformance with the 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 any applicable requirements of the City Code of Ordinances and of the Michigan Department of Environmental Quality ("MDEQ") relating to wetlands. The parties further acknowledge that the Developer may be required by Section 126.491 et seq., of the City Code of Ordinances to obtain a wetlands use permit from the City for the low quality wetland that exists at the northeast corner of the Property ("Wetland A") for the installation of an elevated pedestrian bridge to the natural open space area for the enjoyment of the residents of the Project, and the City agrees to diligently process and review such application in good faith.

b. Natural Features Setback. (i) The parties acknowledge that there is a low quality wetland area on the property adjacent to the detention basin proposed at the southwest corner of the Property ("Wetland B"). The Developer has agreed to construct a landscape buffer to segregate such Wetland B from the detention basin serving the Project as shown on the Final PUD Plans, which should enhance Wetland B. Therefore, the City agrees to waive the natural features setback on the Property adjacent to Wetland B as shown on the Final PUD Plans, in accordance with Section 138-9.103D of the Zoning Ordinance. (ii) The City also agrees to temporarily waive the natural features setback adjacent to Wetlands A as shown on the Final PUD Plans for the purposes of the development of the Project and construction of the Units. Upon completion of such development and construction activities, the Developer shall restore such natural features setbacks 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, 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 locations approved by the City in accordance with City requirements. 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 Final PUD Plan if such trees and other landscaping are damaged in connection with the repair of the storm drains.

d. **Fencing of Storm Water Detention/Retention Basins.** If the storm water detention/retention basins required for the Project cannot be reasonably designed and constructed in the area of the site set aside by the Developer for such detention/retention basins, with a slope of 1:6 or flatter, the Developer agrees to install a fence around the storm water detention/retentions basin in accordance with current City requirements and approved as part of final site plan review.

13. **Tree Conservation.** The Developer agrees to comply with the provisions of the City's Tree Conservation Ordinance, Section 126-261 et seq. of the City Code of Ordinances.

14. **Zoning Ordinance Requirements.** 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 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, regulations or design standards in existence on the date of the Original PUD 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 the Original PUD 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 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 ten percent (10%); (b) an increase in the footprint of any building of no more than twenty percent (20%) of the size of the building footprint as indicated on the Final PUD Plans, provided that the increase in the footprints of all buildings as shown on the Final PUD Plans are not increased by more than ten percent (10%) in the aggregate; (c)

relocations 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.

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 application fire department, engineering and floodplain rules, regulations and design standards of the City, except as modified hereby, and shall demonstrate that sufficient storm drainage and sanitary sewer capacity exists. The site plan shall be submitted and approved within two (2) years after execution of this Agreement. 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 application by the Developer. 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 PUD 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. 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.

19. 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, 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.

20. 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 PUD Agreement or the PUD Final Plans or written conditions, which rights are reserved to the City Council.

21. 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.

22. 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.

23. 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.

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

25. 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.

26. Inconsistency. To the extent that the Agreement or its Exhibits conflict with City 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 shall mean the existing Ordinances of the City as of the date of the Original PUD Agreement.

27. 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.

28. 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.

29. Binding Effect. This Agreement shall not be effective until the effective date of the City's Ordinance rezoning the Property to PUD, or until 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, whichever occurs later. 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 Appear on the Following Pages)

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

DEVELOPER:

MJC HARVARD PLACE LLC, a Michigan limited liability company

By:

Its:

[Handwritten Signature]
Managing Member
Luigi Chirco

State of Michigan)
) ss.
County of Macomb)

The foregoing was acknowledged before me on April 19th, 2013, by Luigi Chirco, Managing Member of MJC Harvard Place LLC, a Michigan limited liability company, on behalf of the company.

Josy A. Foisy

JOSY A FOISY
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Sep 23, 2019
ACTING IN COUNTY OF Oakland

_____, Notary Public
My Commission Expires: 9-23-2019
Acting in Oakland County, Michigan

EXHIBIT A

Legal Description of Property

PART OF THE NW 1/4 OF SECTION 24, T.3N., R.11E., ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS S87°37'27"E, 769.35 FEET; ALONG THE EAST-WEST 1/4 LINE OF SECTION 24 AND CENTERLINE OF SCHOOL ROAD (NORTH 43 FEET WIDE R.O.W.) AND N00°42'00"E, 43.02 FEET TO THE NORTH R.O.W. LINE OF SCHOOL ROAD (NORTH 43 FEET WIDE R.O.W.) FROM THE WEST 1/4 CORNER OF SECTION 24; THENCE CONTINUING N00°42'00"E, 833.35 FEET; THENCE S87°36'01"W, 720.03 FEET TO THE EAST 60 FEET R.O.W. LINE OF JOHN R. ROAD (EAST 60 FEET WIDE R.O.W.); THENCE N00°00'00"E, 149.99 FEET ALONG SAID EAST 60 FEET R.O.W. LINE OF JOHN R. ROAD (EAST 60 FEET WIDE R.O.W.); THENCE S87°36'24"W, 60.05 FEET TO THE WEST LINE OF SECTION 24 AND CENTERLINE OF JOHN R. ROAD (EAST 60 FEET WIDE R.O.W.); THENCE N00°00'00"E, 348.00 FEET ALONG SAID WEST LINE OF SECTION 24 AND CENTERLINE OF JOHN R. ROAD (EAST 60 FEET WIDE R.O.W.); THENCE N87°36'06"E, 1326.16 FEET TO THE 1/8 LINE OF SECTION 24; THENCE S00°01'42"W, 1377.16 FEET ALONG SAID 1/8 LINE OF SECTION 24 TO THE NORTH R.O.W. LINE OF SCHOOL ROAD (NORTH 43 FEET WIDE R.O.W.); THENCE N87°37'27"W, 555.59 FEET ALONG SAID NORTH R.O.W. LINE OF SCHOOL ROAD (NORTH 43 FEET WIDE R.O.W.) TO THE POINT OF BEGINNING. CONTAINING 25.755 ACRES.

SUBJECT TO THE RIGHTS OF THE PUBLIC AND ANY GOVERNMENTAL UNIT IN ANY PART THEREOF TAKEN, USED OR DEEDED FOR STREET, ROAD OR HIGHWAY PURPOSES.

- 15-24-100-009
- 010
- 018
- 019
- 028
- 029
- 037
- 038
- 040



LEGAL DESCRIPTION: PARCELS 15-31-109-040 (PARCELS 1)
 Part of the NW 1/4 of Section 24, 13N., 41E., Raccoon Twp., Oakland County, Michigan, being more particularly described as follows: 385.00 sq. ft. from the NW 1/4 corner, corner NE1/4 1175.00' feet, thence S89°07'31.5" W., 1175.00' feet, thence S20°00'00" W., 311.20' feet, thence S89°48'50" W., 311.20' feet, thence S20°00'00" W., 215.64' feet, thence N89°47'07" W., 311.20' feet to the Point of Beginning, total 1532.04 sq. ft.

LEGAL DESCRIPTION: PARCELS 15-31-109-041 (PARCELS 2)
 Part of the NW 1/4 of Section 24, 13N., 41E., Raccoon Twp., Oakland County, Michigan, being more particularly described as follows: 385.00 sq. ft. from the NW 1/4 corner, corner NE1/4 1175.00' feet, thence S89°07'31.5" W., 1175.00' feet, thence S20°00'00" W., 311.20' feet, thence S89°48'50" W., 311.20' feet, thence S20°00'00" W., 215.64' feet, thence N89°47'07" W., 311.20' feet to the Point of Beginning, total 1532.04 sq. ft.

LEGAL DESCRIPTION: PARCELS 15-31-109-042 (PARCELS 3)
 Part of the NW 1/4 of Section 24, 13N., 41E., Raccoon Twp., Oakland County, Michigan, being more particularly described as follows: 385.00 sq. ft. from the NW 1/4 corner, corner NE1/4 1175.00' feet, thence S89°07'31.5" W., 1175.00' feet, thence S20°00'00" W., 311.20' feet, thence S89°48'50" W., 311.20' feet, thence S20°00'00" W., 215.64' feet, thence N89°47'07" W., 311.20' feet to the Point of Beginning, total 1532.04 sq. ft.

LEGAL DESCRIPTION: PARCELS 15-31-109-043 (PARCELS 4)
 Part of the NW 1/4 of Section 24, 13N., 41E., Raccoon Twp., Oakland County, Michigan, being more particularly described as follows: 385.00 sq. ft. from the NW 1/4 corner, corner NE1/4 1175.00' feet, thence S89°07'31.5" W., 1175.00' feet, thence S20°00'00" W., 311.20' feet, thence S89°48'50" W., 311.20' feet, thence S20°00'00" W., 215.64' feet, thence N89°47'07" W., 311.20' feet to the Point of Beginning, total 1532.04 sq. ft.

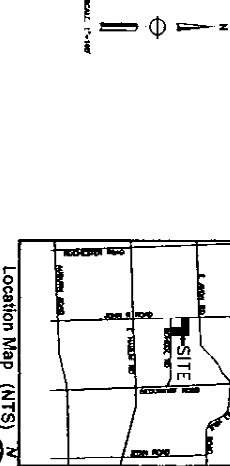
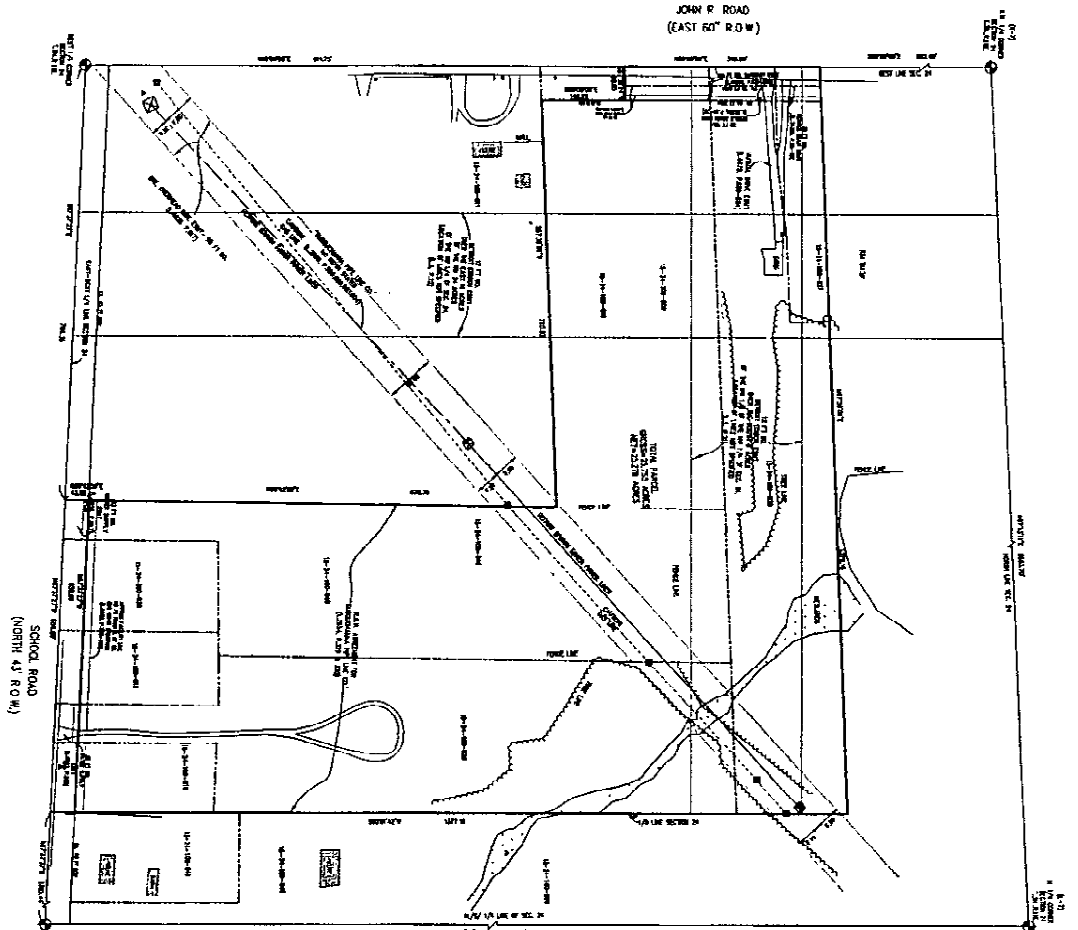
LEGAL DESCRIPTION: PARCELS 15-31-109-044 (PARCELS 5)
 Part of the NW 1/4 of Section 24, 13N., 41E., Raccoon Twp., Oakland County, Michigan, being more particularly described as follows: 385.00 sq. ft. from the NW 1/4 corner, corner NE1/4 1175.00' feet, thence S89°07'31.5" W., 1175.00' feet, thence S20°00'00" W., 311.20' feet, thence S89°48'50" W., 311.20' feet, thence S20°00'00" W., 215.64' feet, thence N89°47'07" W., 311.20' feet to the Point of Beginning, total 1532.04 sq. ft.

LEGAL DESCRIPTION: PARCELS 15-31-109-045 (PARCELS 6)
 Part of the NW 1/4 of Section 24, 13N., 41E., Raccoon Twp., Oakland County, Michigan, being more particularly described as follows: 385.00 sq. ft. from the NW 1/4 corner, corner NE1/4 1175.00' feet, thence S89°07'31.5" W., 1175.00' feet, thence S20°00'00" W., 311.20' feet, thence S89°48'50" W., 311.20' feet, thence S20°00'00" W., 215.64' feet, thence N89°47'07" W., 311.20' feet to the Point of Beginning, total 1532.04 sq. ft.

LEGAL DESCRIPTION: PARCELS 15-31-109-046 (PARCELS 7)
 Part of the NW 1/4 of Section 24, 13N., 41E., Raccoon Twp., Oakland County, Michigan, being more particularly described as follows: 385.00 sq. ft. from the NW 1/4 corner, corner NE1/4 1175.00' feet, thence S89°07'31.5" W., 1175.00' feet, thence S20°00'00" W., 311.20' feet, thence S89°48'50" W., 311.20' feet, thence S20°00'00" W., 215.64' feet, thence N89°47'07" W., 311.20' feet to the Point of Beginning, total 1532.04 sq. ft.

LEGAL DESCRIPTION: PARCELS 15-31-109-047 (PARCELS 8)
 Part of the NW 1/4 of Section 24, 13N., 41E., Raccoon Twp., Oakland County, Michigan, being more particularly described as follows: 385.00 sq. ft. from the NW 1/4 corner, corner NE1/4 1175.00' feet, thence S89°07'31.5" W., 1175.00' feet, thence S20°00'00" W., 311.20' feet, thence S89°48'50" W., 311.20' feet, thence S20°00'00" W., 215.64' feet, thence N89°47'07" W., 311.20' feet to the Point of Beginning, total 1532.04 sq. ft.

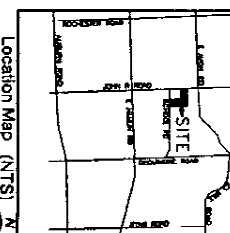
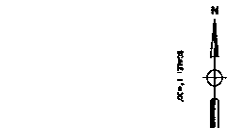
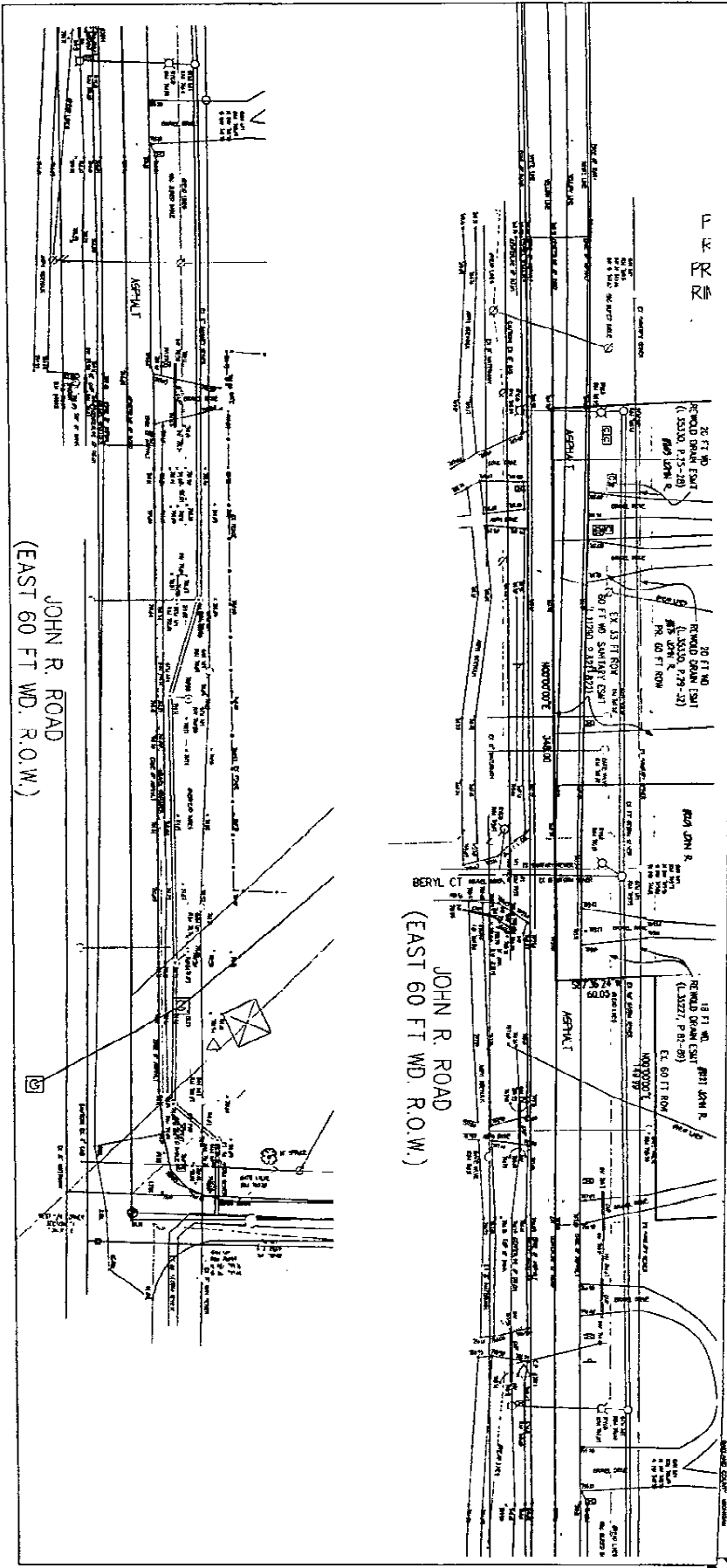
LEGAL DESCRIPTION: PARCELS 15-31-109-048 (PARCELS 9)
 Part of the NW 1/4 of Section 24, 13N., 41E., Raccoon Twp., Oakland County, Michigan, being more particularly described as follows: 385.00 sq. ft. from the NW 1/4 corner, corner NE1/4 1175.00' feet, thence S89°07'31.5" W., 1175.00' feet, thence S20°00'00" W., 311.20' feet, thence S89°48'50" W., 311.20' feet, thence S20°00'00" W., 215.64' feet, thence N89°47'07" W., 311.20' feet to the Point of Beginning, total 1532.04 sq. ft.



LEGAL DESCRIPTION: TOTAL PARCELS
 PART OF THE NW 1/4 OF SECTION 24, 13N., 41E., RACCOON TWP., OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: 385.00 SQ. FT. FROM THE NW 1/4 CORNER, CORNER NE1/4 1175.00' FEET, THENCE S89°07'31.5" W., 1175.00' FEET, ALONG THE EAST-WEST 1/4 LINE OF SECTION 24 TO THE CENTERLINE OF SCHOOL ROAD (NORTH 43 FEET WIDE EAST-WEST 1/4 LINE OF SECTION 24), THENCE S89°07'31.5" W., 1175.00' FEET, THENCE S20°00'00" W., 311.20' FEET, THENCE S89°48'50" W., 311.20' FEET, THENCE S20°00'00" W., 215.64' FEET, THENCE N89°47'07" W., 311.20' FEET TO THE POINT OF BEGINNING, TOTAL 1532.04 SQ. FT.

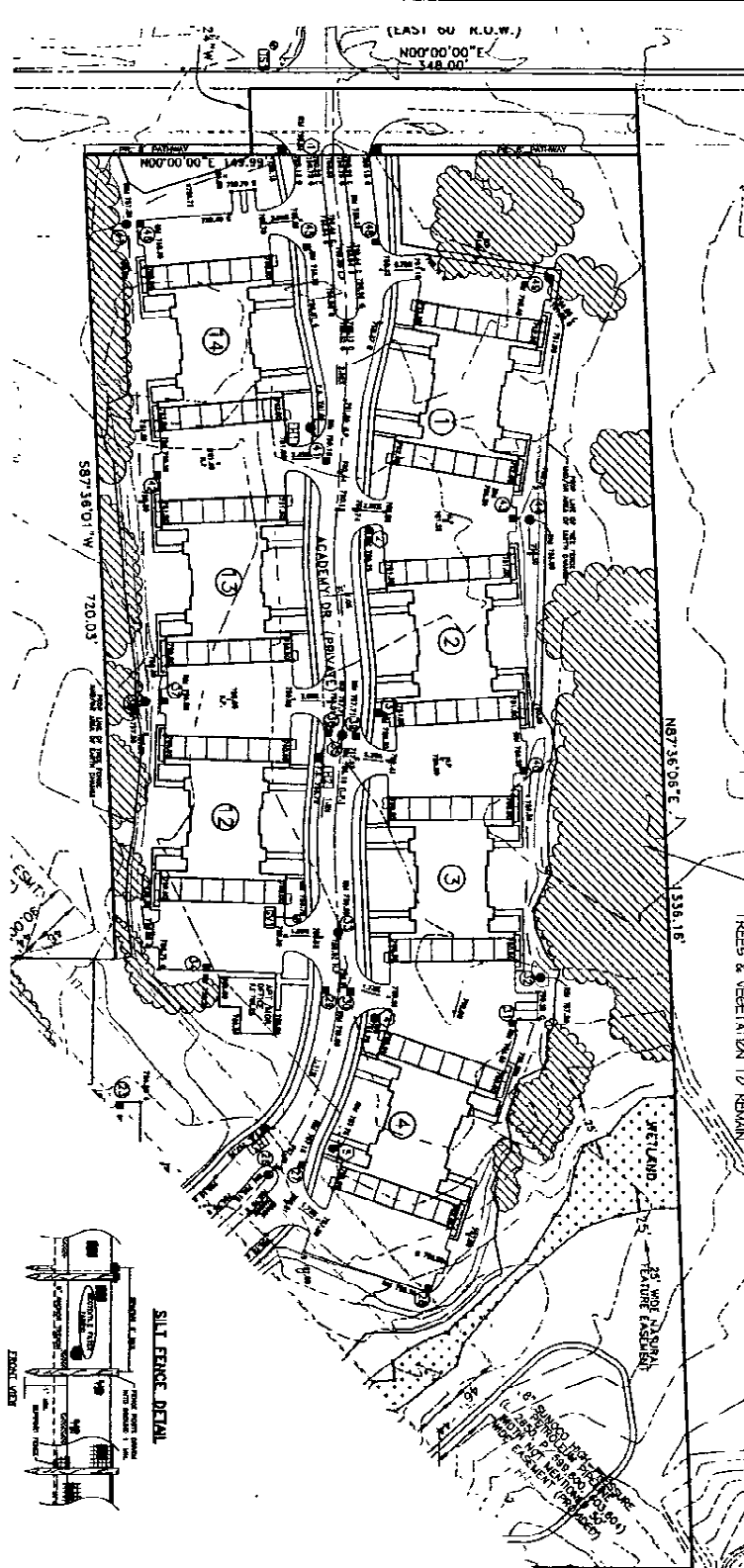
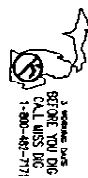
ENV FILE # 04-0372
 LAND DEVELOPMENT CONSULTING SERVICES, INC.
 4800 NORTH PARKWAY, SUITE 2
 ANN ARBOR, MI 48106
 PHONE (734) 963-2200
 FAX (734) 963-2201
 E-MAIL: INFO@LDCS.COM

DATE: 06/20/2006
 DRAWN BY: J. W. BROWN
 CHECKED BY: J. W. BROWN
 SCALE: AS SHOWN
 SHEET NO. 18 OF 20



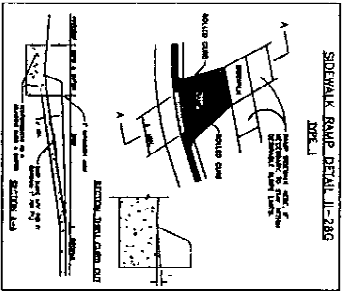
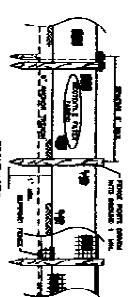
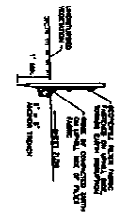
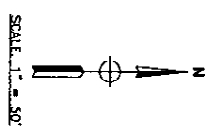
CITY FILE # 04-0172

LAND DEVELOPMENT CONSULTING SERVICES, INC.	PROJECT NO.	04-0172
1400 WEST MAIN ST. #2	DATE	10/15/03
WACO, TEXAS 76798	SCALE	AS SHOWN
PROJECT NO.	DATE	10/15/03
1400 WEST MAIN ST. #2	PROJECT NO.	04-0172
WACO, TEXAS 76798	DATE	10/15/03
PROJECT NO.	DATE	10/15/03
1400 WEST MAIN ST. #2	PROJECT NO.	04-0172
WACO, TEXAS 76798	DATE	10/15/03

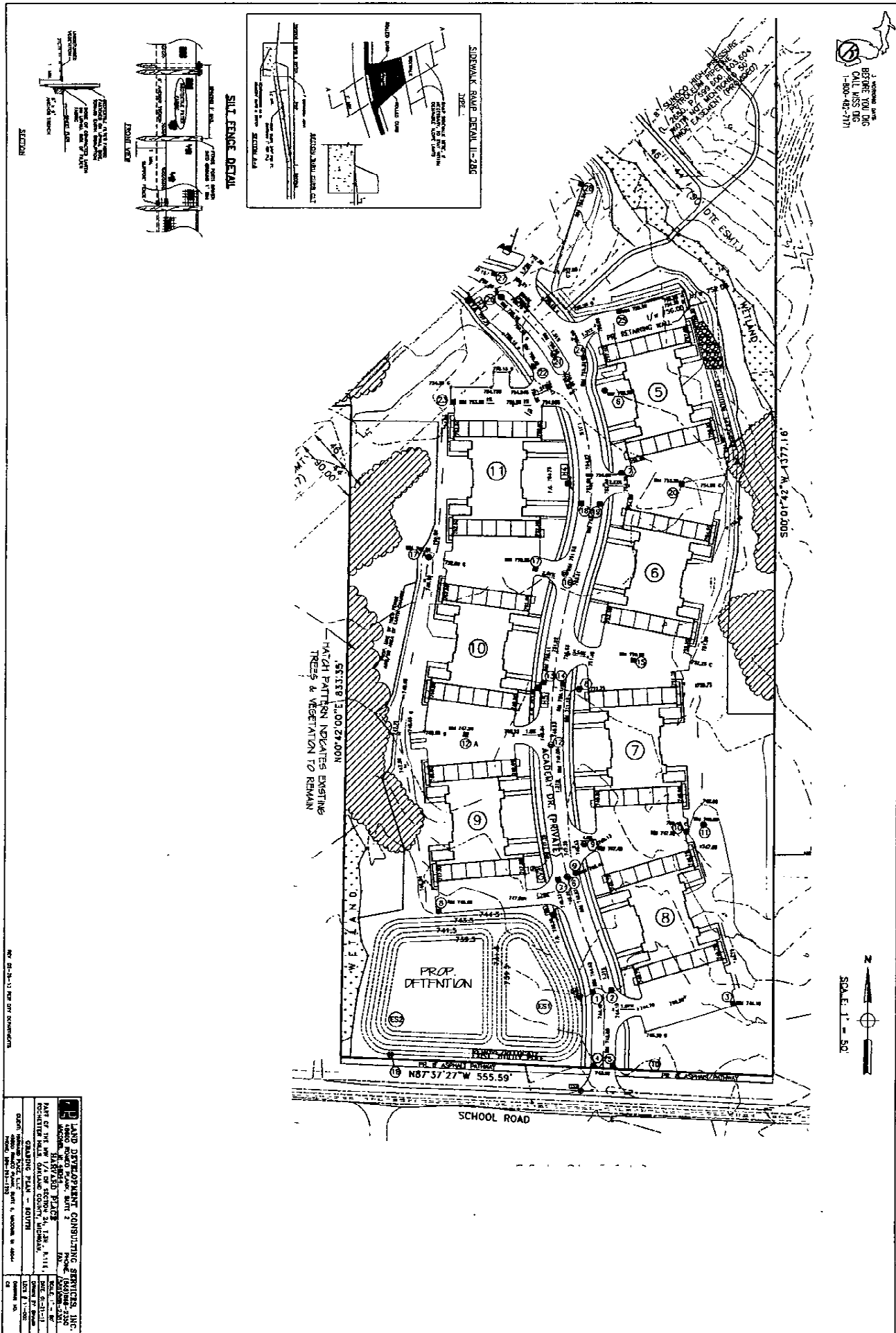


TREES & VEGETATION TO REMAIN

WETLAND

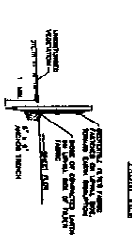
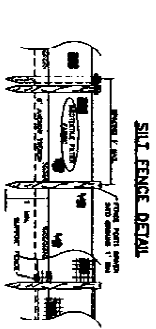
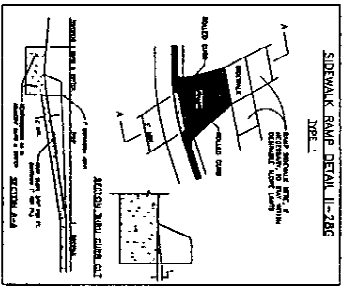


LAND DEVELOPMENT CONSULTING SERVICES, INC. 14000 ROAD 2000, SUITE 200 HANFORD, CALIF. 91707 PHONE (818) 838-2200 FAX (818) 838-2201 WWW.LDCS.COM	
PROJECT NO. 14-001 SHEET NO. 22 OF 22 DATE: 05-21-18 DRAWN BY: JH CHECKED BY: JH	CLIENT: LAND DEVELOPMENT CONSULTING SERVICES, INC. PROJECT: ROAD 2000, SUITE 200 LOCATION: HANFORD, CALIF. SHEET NO. 22 OF 22 DATE: 05-21-18 DRAWN BY: JH CHECKED BY: JH

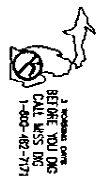


J. ROBERTS, INC.
 1400 N. 10TH ST.
 MILWAUKEE, WI 53233
 TEL: 414-381-2771

N
 SCALE: 1" = 50'

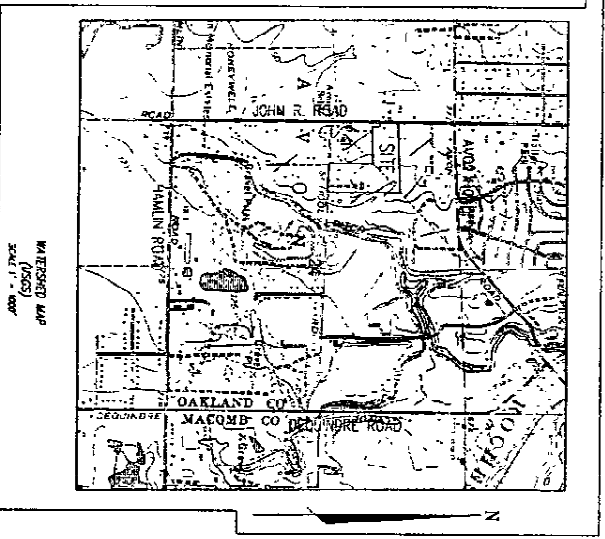
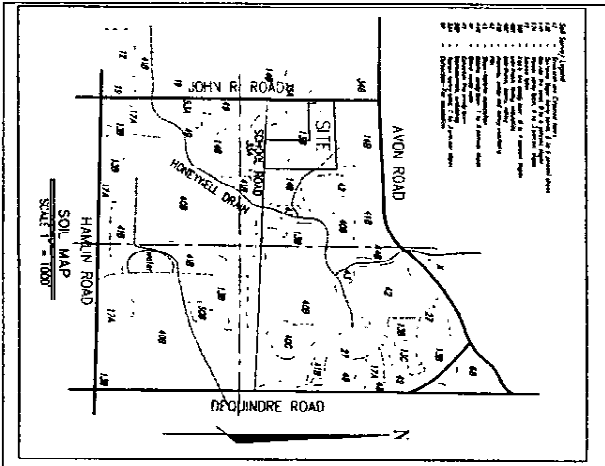
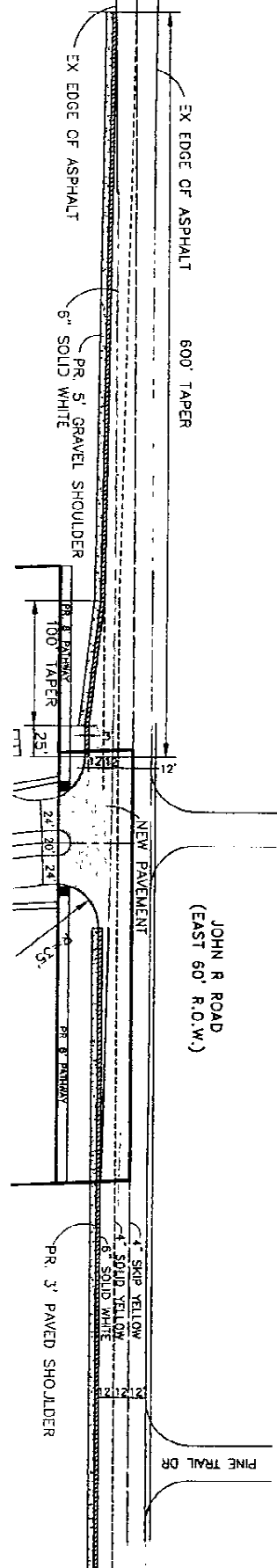


<p>LAND DEVELOPMENT CONSULTING SERVICES, INC. 1400 N. 10TH ST. MILWAUKEE, WI 53233 TEL: 414-381-2771</p>	<p>HARVARD BLUES 1400 N. 10TH ST. MILWAUKEE, WI 53233 TEL: 414-381-2771</p>
<p>CHANGING PLANS - SOUTH 1400 N. 10TH ST. MILWAUKEE, WI 53233 TEL: 414-381-2771</p>	<p>CHANGING PLANS - NORTH 1400 N. 10TH ST. MILWAUKEE, WI 53233 TEL: 414-381-2771</p>



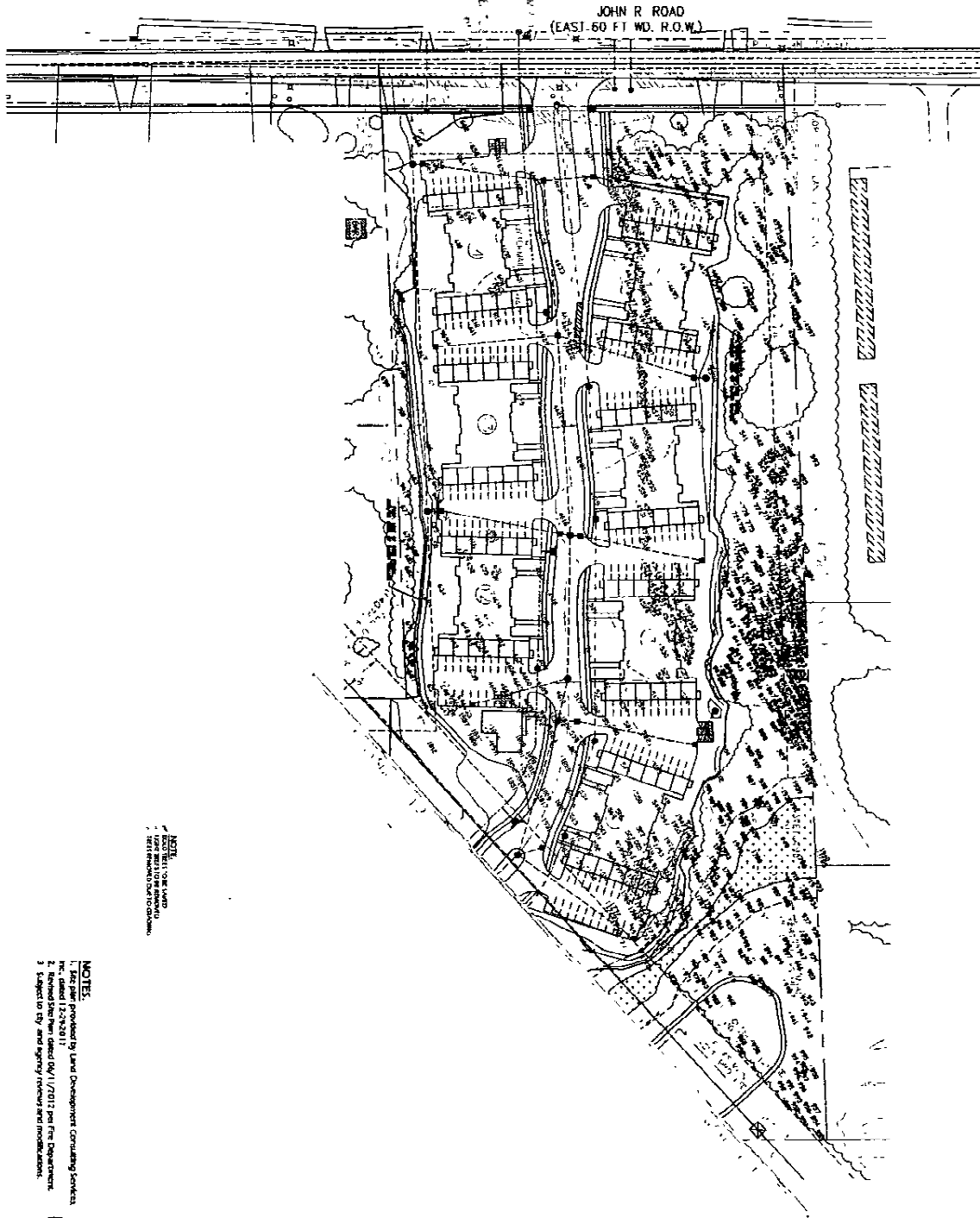
1. REVISIONS
 RETAIN YOURS
 CALL 753-0100
 1-800-422-7171

NOTES:
 1. THIS PLAN HAS BEEN PREPARED FOR THE CITY OF HOUSTON AND IS SUBJECT TO THE CITY'S STANDARD SPECIFICATIONS FOR PAVEMENT CONSTRUCTION AND TO THE CITY'S STANDARD SPECIFICATIONS FOR ROADWAY CONSTRUCTION.
 2. ALL DIMENSIONS ARE IN FEET AND INCHES.
 3. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
 4. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
 5. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.

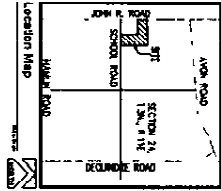


LAND DEVELOPMENT CONSULTING SERVICES, INC.
 14000 HOUSTON ROAD, SUITE 200
 HOUSTON, TEXAS 77060
 PHONE (281) 416-2100
 FAX (281) 416-2101
 WWW.LDCS.COM

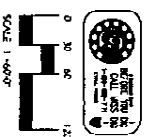
DATE OF THE PLAN: 1/14/08
 DATE OF THE LAST REVISION: 1/14/08
 PROJECT NO.: 08-001
 SHEET NO.: 11 OF 11



NOTE:
 1. EXISTING LAND
 2. EXISTING BUILDINGS
 3. EXISTING UTILITIES



- NOTES:
1. Site provided by Land Development Consulting Services
 2. Revised drawings dated 04/11/2012 per Fire Department
 3. Subject to City and Agency reviews and modifications.



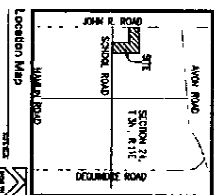
Tree Preservation Plan - North

Design Team
 121 East Main Street, 4th Floor
 Ann Arbor, Michigan 48106
 P: 734.763.1833
 www.design-team.com

ALCO CONSULTING
 4825 West River Road, Suite 400
 Livonia, Michigan 48150
 P: 734.937.0200
 F: 734.937.0200

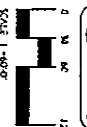
Harvard Place
 Rochester Hills, Michigan
 Oakland County, Michigan





NOTES:
 1. CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF ANN ARBOR TREE PRESERVATION PLAN.

- NOTES:**
1. See plan provided by Land Development Consulting Services, Inc. dated 1/27/2011
 2. Revised the plan dated 04/11/2012 per Fire Department
 3. Subject to city and agency review and modifications



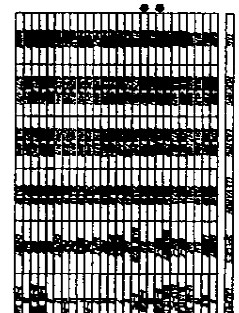
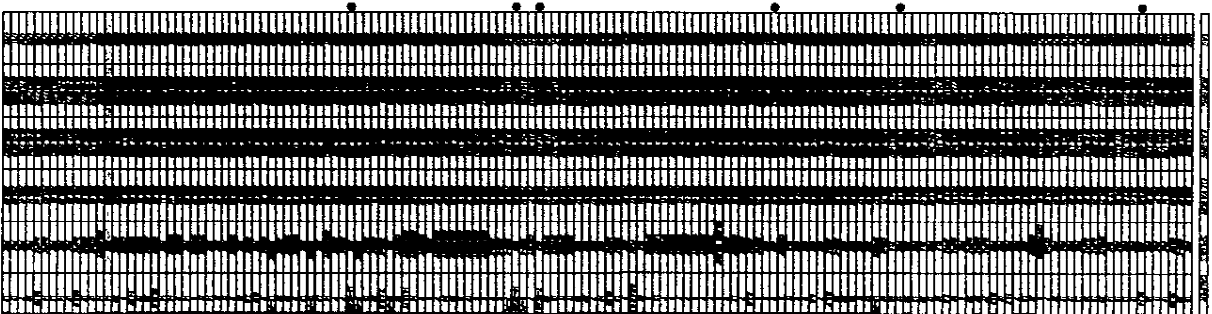
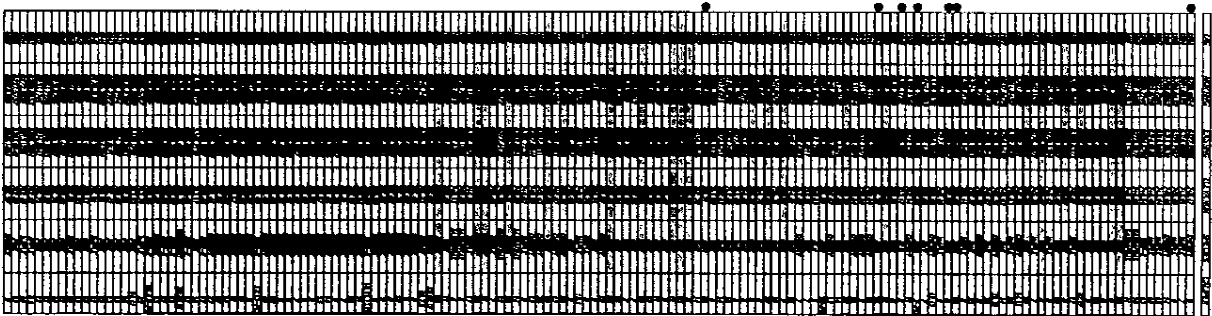
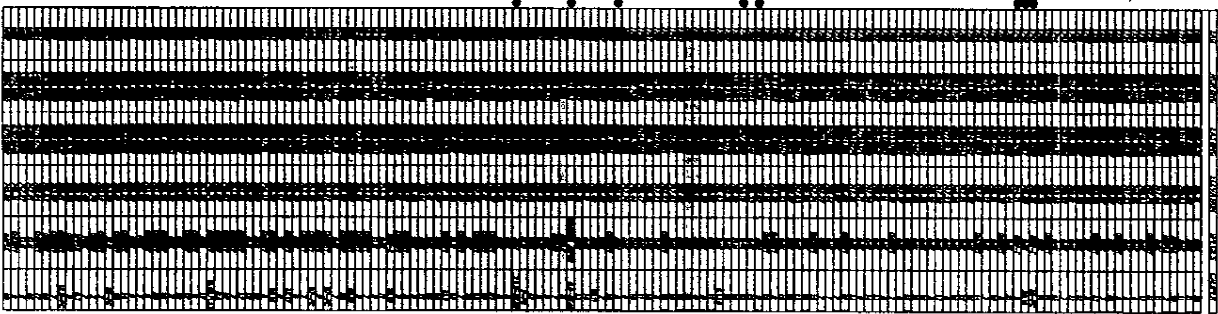
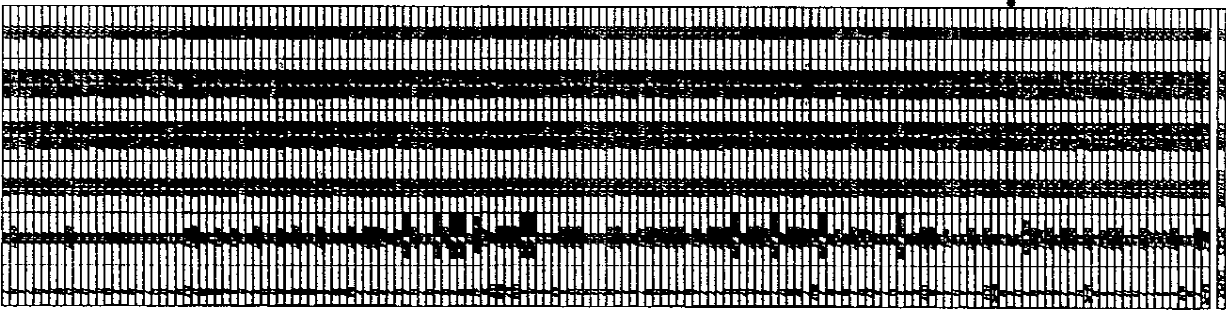
Tree Preservation Plan - South



Design Team
 205 South State Street
 Ann Arbor, MI 48106
 P: 734.769.4433
 F: 734.769.4433
 www.designteaminc.com

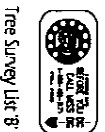
MDC Company
 6000 River Road, Suite 3
 Ann Arbor, MI 48106
 P: 734.769.4433
 F: 734.769.4433

NO.	DATE	DESCRIPTION
1	11/27/2011	ISSUED FOR PERMITS
2	04/11/2012	REVISED PER FIRE DEPARTMENT
3	04/11/2012	REVISED PER FIRE DEPARTMENT
4	04/11/2012	REVISED PER FIRE DEPARTMENT
5	04/11/2012	REVISED PER FIRE DEPARTMENT
6	04/11/2012	REVISED PER FIRE DEPARTMENT
7	04/11/2012	REVISED PER FIRE DEPARTMENT
8	04/11/2012	REVISED PER FIRE DEPARTMENT
9	04/11/2012	REVISED PER FIRE DEPARTMENT
10	04/11/2012	REVISED PER FIRE DEPARTMENT



LEGEND	
	UNSHADED AREA TO BE REMOVED TO BE OPEN TO THE PUBLIC TO BE REMOVED.
	SHADED AREA TO BE REMOVED TO BE OPEN TO THE PUBLIC TO BE REMOVED.
	WETLAND TO BE REMOVED TO BE OPEN TO THE PUBLIC TO BE REMOVED.

NOTES:
 1. The plan provided by Land Development
 2. The plan provided by 1/21/2012
 3. Shading by survey review and
 modification.
 4. 1/21 Total trees this sheet
 5. 1/21 Total trees
 6. 24 trees have been registered

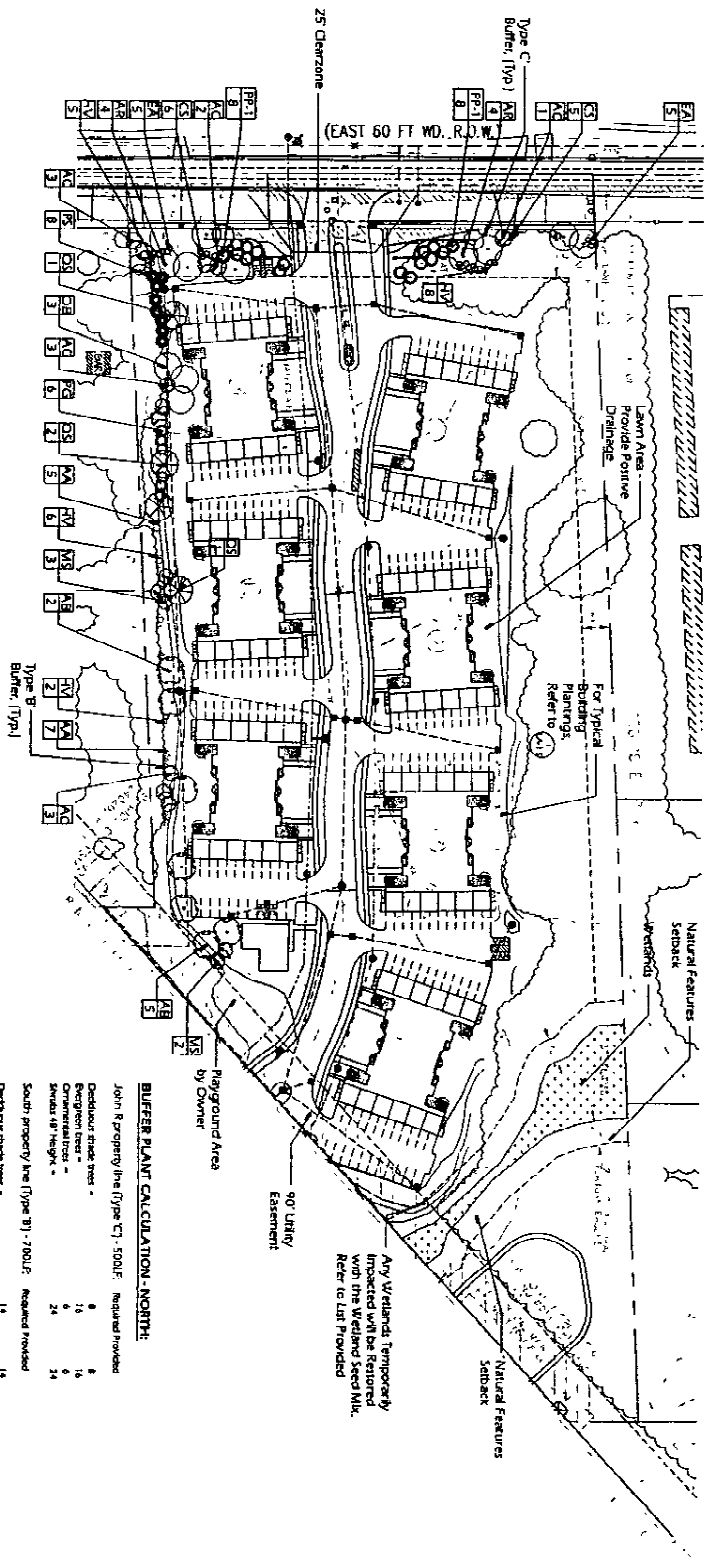


Design Team
 Design Team Limited
 10000 West Lake Road
 Bloomington, IN 47408
 P: 317.334.8888
 F: 317.334.8888
 www.designteamlimited.com

MJC Consulting
 4000 West Lake Road
 Bloomington, IN 47408
 P: 317.334.8888
 F: 317.334.8888

Harvard Place
 Rochester Hills,
 Oakland County,
 Michigan

Project: 10000 West Lake Road
 Date: 1/21/2012
 Scale: 1" = 100'
 Author: MJC Consulting
 Checker: MJC Consulting
 Date: 1/21/2012
 Title: Tree Survey List B

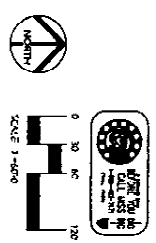
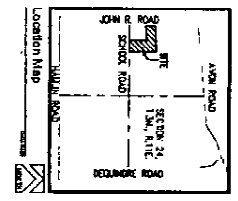


PRELIMINARY BUFFER - NORTH PLANT MATERIAL SCHEDULE:

SIT. DET.	BOTANICAL NAME	COMMON NAME	SIZE	NO. OF
7	Asplenium Platyneuron	Asplenium Platyneuron	2' CA.	8
8	Asplenium Platyneuron	Asplenium Platyneuron	2' CA.	8
9	Asplenium Platyneuron	Asplenium Platyneuron	2' CA.	8
10	Asplenium Platyneuron	Asplenium Platyneuron	2' CA.	8
11	Asplenium Platyneuron	Asplenium Platyneuron	2' CA.	8
12	Asplenium Platyneuron	Asplenium Platyneuron	2' CA.	8
13	Asplenium Platyneuron	Asplenium Platyneuron	2' CA.	8
14	Asplenium Platyneuron	Asplenium Platyneuron	2' CA.	8
15	Asplenium Platyneuron	Asplenium Platyneuron	2' CA.	8
16	Asplenium Platyneuron	Asplenium Platyneuron	2' CA.	8
17	Asplenium Platyneuron	Asplenium Platyneuron	2' CA.	8
18	Asplenium Platyneuron	Asplenium Platyneuron	2' CA.	8
19	Asplenium Platyneuron	Asplenium Platyneuron	2' CA.	8
20	Asplenium Platyneuron	Asplenium Platyneuron	2' CA.	8
21	Asplenium Platyneuron	Asplenium Platyneuron	2' CA.	8
22	Asplenium Platyneuron	Asplenium Platyneuron	2' CA.	8
23	Asplenium Platyneuron	Asplenium Platyneuron	2' CA.	8
24	Asplenium Platyneuron	Asplenium Platyneuron	2' CA.	8
25	Asplenium Platyneuron	Asplenium Platyneuron	2' CA.	8
26	Asplenium Platyneuron	Asplenium Platyneuron	2' CA.	8
27	Asplenium Platyneuron	Asplenium Platyneuron	2' CA.	8
28	Asplenium Platyneuron	Asplenium Platyneuron	2' CA.	8
29	Asplenium Platyneuron	Asplenium Platyneuron	2' CA.	8
30	Asplenium Platyneuron	Asplenium Platyneuron	2' CA.	8
31	Asplenium Platyneuron	Asplenium Platyneuron	2' CA.	8
32	Asplenium Platyneuron	Asplenium Platyneuron	2' CA.	8
33	Asplenium Platyneuron	Asplenium Platyneuron	2' CA.	8
34	Asplenium Platyneuron	Asplenium Platyneuron	2' CA.	8
35	Asplenium Platyneuron	Asplenium Platyneuron	2' CA.	8
36	Asplenium Platyneuron	Asplenium Platyneuron	2' CA.	8
37	Asplenium Platyneuron	Asplenium Platyneuron	2' CA.	8
38	Asplenium Platyneuron	Asplenium Platyneuron	2' CA.	8
39	Asplenium Platyneuron	Asplenium Platyneuron	2' CA.	8
40	Asplenium Platyneuron	Asplenium Platyneuron	2' CA.	8
41	Asplenium Platyneuron	Asplenium Platyneuron	2' CA.	8
42	Asplenium Platyneuron	Asplenium Platyneuron	2' CA.	8
43	Asplenium Platyneuron	Asplenium Platyneuron	2' CA.	8
44	Asplenium Platyneuron	Asplenium Platyneuron	2' CA.	8
45	Asplenium Platyneuron	Asplenium Platyneuron	2' CA.	8
46	Asplenium Platyneuron	Asplenium Platyneuron	2' CA.	8
47	Asplenium Platyneuron	Asplenium Platyneuron	2' CA.	8
48	Asplenium Platyneuron	Asplenium Platyneuron	2' CA.	8
49	Asplenium Platyneuron	Asplenium Platyneuron	2' CA.	8
50	Asplenium Platyneuron	Asplenium Platyneuron	2' CA.	8

WETLAND SEED MIX:
 1. 100% of seed 1.000 sq. ft. @ 1.000 seeds per sq. ft.
 2. 100% of seed 1.000 sq. ft. @ 1.000 seeds per sq. ft.
 3. 100% of seed 1.000 sq. ft. @ 1.000 seeds per sq. ft.
 4. 100% of seed 1.000 sq. ft. @ 1.000 seeds per sq. ft.
 5. 100% of seed 1.000 sq. ft. @ 1.000 seeds per sq. ft.
 6. 100% of seed 1.000 sq. ft. @ 1.000 seeds per sq. ft.
 7. 100% of seed 1.000 sq. ft. @ 1.000 seeds per sq. ft.
 8. 100% of seed 1.000 sq. ft. @ 1.000 seeds per sq. ft.
 9. 100% of seed 1.000 sq. ft. @ 1.000 seeds per sq. ft.
 10. 100% of seed 1.000 sq. ft. @ 1.000 seeds per sq. ft.
 11. 100% of seed 1.000 sq. ft. @ 1.000 seeds per sq. ft.
 12. 100% of seed 1.000 sq. ft. @ 1.000 seeds per sq. ft.
 13. 100% of seed 1.000 sq. ft. @ 1.000 seeds per sq. ft.
 14. 100% of seed 1.000 sq. ft. @ 1.000 seeds per sq. ft.
 15. 100% of seed 1.000 sq. ft. @ 1.000 seeds per sq. ft.
 16. 100% of seed 1.000 sq. ft. @ 1.000 seeds per sq. ft.
 17. 100% of seed 1.000 sq. ft. @ 1.000 seeds per sq. ft.
 18. 100% of seed 1.000 sq. ft. @ 1.000 seeds per sq. ft.
 19. 100% of seed 1.000 sq. ft. @ 1.000 seeds per sq. ft.
 20. 100% of seed 1.000 sq. ft. @ 1.000 seeds per sq. ft.
 21. 100% of seed 1.000 sq. ft. @ 1.000 seeds per sq. ft.
 22. 100% of seed 1.000 sq. ft. @ 1.000 seeds per sq. ft.
 23. 100% of seed 1.000 sq. ft. @ 1.000 seeds per sq. ft.
 24. 100% of seed 1.000 sq. ft. @ 1.000 seeds per sq. ft.
 25. 100% of seed 1.000 sq. ft. @ 1.000 seeds per sq. ft.
 26. 100% of seed 1.000 sq. ft. @ 1.000 seeds per sq. ft.
 27. 100% of seed 1.000 sq. ft. @ 1.000 seeds per sq. ft.
 28. 100% of seed 1.000 sq. ft. @ 1.000 seeds per sq. ft.
 29. 100% of seed 1.000 sq. ft. @ 1.000 seeds per sq. ft.
 30. 100% of seed 1.000 sq. ft. @ 1.000 seeds per sq. ft.
 31. 100% of seed 1.000 sq. ft. @ 1.000 seeds per sq. ft.
 32. 100% of seed 1.000 sq. ft. @ 1.000 seeds per sq. ft.
 33. 100% of seed 1.000 sq. ft. @ 1.000 seeds per sq. ft.
 34. 100% of seed 1.000 sq. ft. @ 1.000 seeds per sq. ft.
 35. 100% of seed 1.000 sq. ft. @ 1.000 seeds per sq. ft.
 36. 100% of seed 1.000 sq. ft. @ 1.000 seeds per sq. ft.
 37. 100% of seed 1.000 sq. ft. @ 1.000 seeds per sq. ft.
 38. 100% of seed 1.000 sq. ft. @ 1.000 seeds per sq. ft.
 39. 100% of seed 1.000 sq. ft. @ 1.000 seeds per sq. ft.
 40. 100% of seed 1.000 sq. ft. @ 1.000 seeds per sq. ft.
 41. 100% of seed 1.000 sq. ft. @ 1.000 seeds per sq. ft.
 42. 100% of seed 1.000 sq. ft. @ 1.000 seeds per sq. ft.
 43. 100% of seed 1.000 sq. ft. @ 1.000 seeds per sq. ft.
 44. 100% of seed 1.000 sq. ft. @ 1.000 seeds per sq. ft.
 45. 100% of seed 1.000 sq. ft. @ 1.000 seeds per sq. ft.
 46. 100% of seed 1.000 sq. ft. @ 1.000 seeds per sq. ft.
 47. 100% of seed 1.000 sq. ft. @ 1.000 seeds per sq. ft.
 48. 100% of seed 1.000 sq. ft. @ 1.000 seeds per sq. ft.
 49. 100% of seed 1.000 sq. ft. @ 1.000 seeds per sq. ft.
 50. 100% of seed 1.000 sq. ft. @ 1.000 seeds per sq. ft.

BUFFER PLANT CALCULATION - NORTH:
 John R property line (Type C) - 500LF Required provided
 Deciduous shade trees - 8
 Evergreen trees - 16
 Ornamental trees - 16
 Shrubs 4' height - 24
 Shrubs 6' height - 24
 South property line (Type B) - 700LF Required provided
 Deciduous shade trees - 14
 Evergreen trees - 14
 Ornamental trees - 14
 Shrubs 4' height - 28
 Shrubs 6' height - 28
 Total 121 123



Landscape Buffer Plan - North

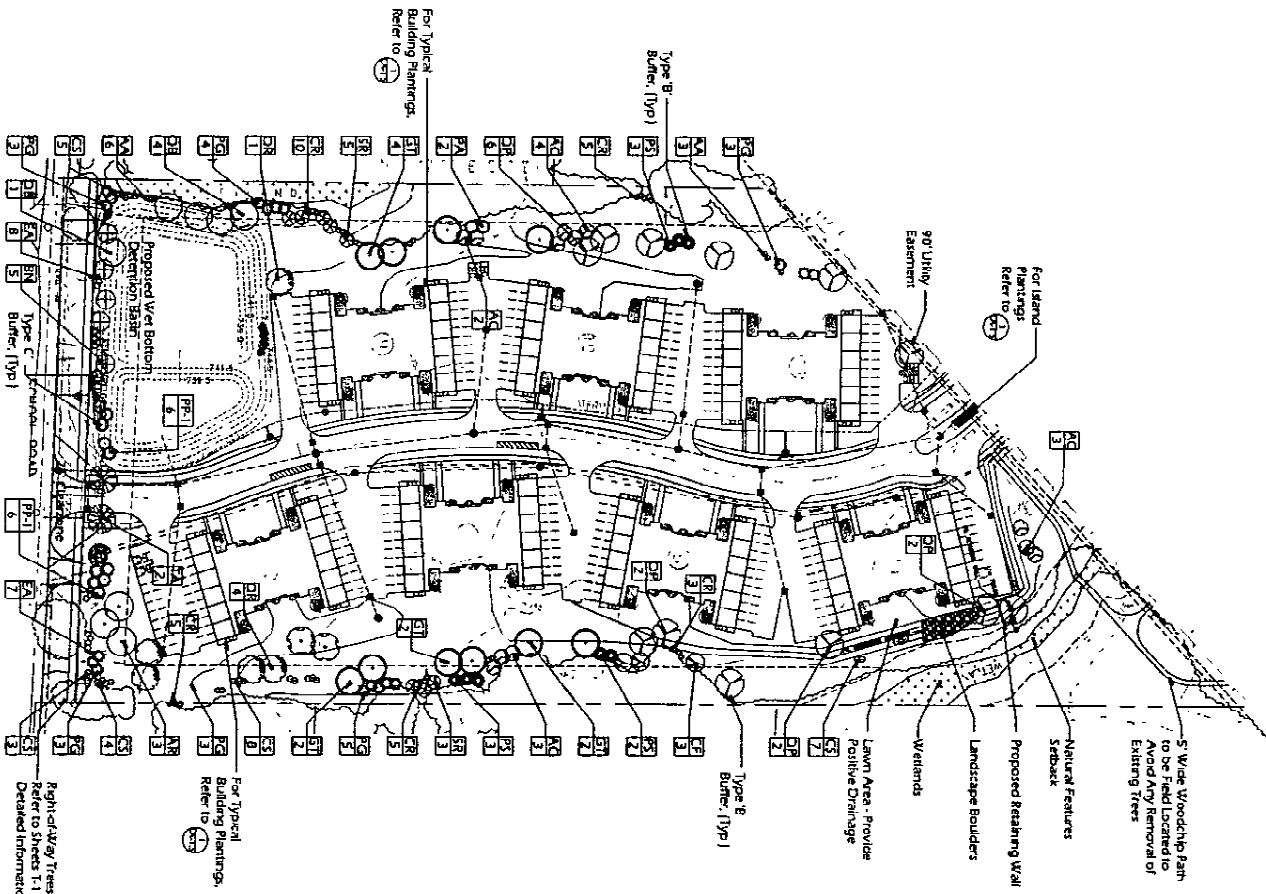
LA-12



Design Team Limited
 4600 Southfield Road, Suite 100
 Southfield, Michigan 48034
 Tel: 248.348.8800
 Fax: 248.348.8801

Harvard Place
 Rochester Hills, Michigan
 Oakland County

NO.	DATE	DESCRIPTION
1	10/15/11	Initial Design
2	11/15/11	Revised Design
3	12/15/11	Final Design
4	01/15/12	Construction Documents
5	02/15/12	Construction Documents
6	03/15/12	Construction Documents
7	04/15/12	Construction Documents
8	05/15/12	Construction Documents
9	06/15/12	Construction Documents
10	07/15/12	Construction Documents
11	08/15/12	Construction Documents
12	09/15/12	Construction Documents
13	10/15/12	Construction Documents
14	11/15/12	Construction Documents
15	12/15/12	Construction Documents
16	01/15/13	Construction Documents
17	02/15/13	Construction Documents
18	03/15/13	Construction Documents
19	04/15/13	Construction Documents
20	05/15/13	Construction Documents
21	06/15/13	Construction Documents
22	07/15/13	Construction Documents
23	08/15/13	Construction Documents
24	09/15/13	Construction Documents
25	10/15/13	Construction Documents
26	11/15/13	Construction Documents
27	12/15/13	Construction Documents
28	01/15/14	Construction Documents
29	02/15/14	Construction Documents
30	03/15/14	Construction Documents
31	04/15/14	Construction Documents
32	05/15/14	Construction Documents
33	06/15/14	Construction Documents
34	07/15/14	Construction Documents
35	08/15/14	Construction Documents
36	09/15/14	Construction Documents
37	10/15/14	Construction Documents
38	11/15/14	Construction Documents
39	12/15/14	Construction Documents
40	01/15/15	Construction Documents
41	02/15/15	Construction Documents
42	03/15/15	Construction Documents
43	04/15/15	Construction Documents
44	05/15/15	Construction Documents
45	06/15/15	Construction Documents
46	07/15/15	Construction Documents
47	08/15/15	Construction Documents
48	09/15/15	Construction Documents
49	10/15/15	Construction Documents
50	11/15/15	Construction Documents
51	12/15/15	Construction Documents
52	01/15/16	Construction Documents
53	02/15/16	Construction Documents
54	03/15/16	Construction Documents
55	04/15/16	Construction Documents
56	05/15/16	Construction Documents
57	06/15/16	Construction Documents
58	07/15/16	Construction Documents
59	08/15/16	Construction Documents
60	09/15/16	Construction Documents
61	10/15/16	Construction Documents
62	11/15/16	Construction Documents
63	12/15/16	Construction Documents
64	01/15/17	Construction Documents
65	02/15/17	Construction Documents
66	03/15/17	Construction Documents
67	04/15/17	Construction Documents
68	05/15/17	Construction Documents
69	06/15/17	Construction Documents
70	07/15/17	Construction Documents
71	08/15/17	Construction Documents
72	09/15/17	Construction Documents
73	10/15/17	Construction Documents
74	11/15/17	Construction Documents
75	12/15/17	Construction Documents
76	01/15/18	Construction Documents
77	02/15/18	Construction Documents
78	03/15/18	Construction Documents
79	04/15/18	Construction Documents
80	05/15/18	Construction Documents
81	06/15/18	Construction Documents
82	07/15/18	Construction Documents
83	08/15/18	Construction Documents
84	09/15/18	Construction Documents
85	10/15/18	Construction Documents
86	11/15/18	Construction Documents
87	12/15/18	Construction Documents
88	01/15/19	Construction Documents
89	02/15/19	Construction Documents
90	03/15/19	Construction Documents
91	04/15/19	Construction Documents
92	05/15/19	Construction Documents
93	06/15/19	Construction Documents
94	07/15/19	Construction Documents
95	08/15/19	Construction Documents
96	09/15/19	Construction Documents
97	10/15/19	Construction Documents
98	11/15/19	Construction Documents
99	12/15/19	Construction Documents
100	01/15/20	Construction Documents



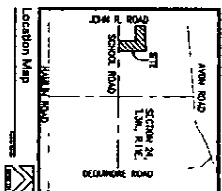
PRELIMINARY BUFFER - SOUTH PLANT MATERIAL SCHEDULE:

QTY	REV.	BOTANICAL NAME	COMMON NAME	SIZE	ROOT
3	AP	Aster ruber 'Fountain'	Red Flowered Aster	7" Cal.	648
5	BN	Salix nigra 'Pendula'	Willow River Birch	7" Cal.	648
10	DT	Quercus bicolor var. 'laevis' 'Stoph'	White Barked Oak	7" Cal.	648
5	QB	Quercus bicolor	Common White Oak	7" Cal.	648
12	QP	Quercus prinus	Red Oak	7" Cal.	648
5	QR	Quercus rubra	Red Oak	7" Cal.	648
2	1A	Thuja occidentalis 'Goldspire'	Green Cedar	7" Cal.	648
PROPAGATED TREE					
7	1	Thuja occidentalis	Green Cedar	7" Cal.	648
11	10	Prunella virginiana	Black Cherry	7" Cal.	648
12	10	Prunella virginiana	Black Cherry	7" Cal.	648
9	10	Prunella virginiana	Black Cherry	7" Cal.	648
CASUALTUAL TREE					
12	AC	Aster multiflorus 'Autumn Blush'	Autumn Blush Aster	7" Cal.	648
3	CF	Cornus stolonifera	Water Planting Dogwood	7" Cal.	648
4	AM	Asplenium platyneuron 'Very Big'	Japanese Tree Fern	7" Cal.	648
SHRUBS					
8	AA	Asplenium platyneuron	Red Caneberry	7" Cal.	648
25	OR	Cornus stolonifera	Dry Dogwood	7" Cal.	648
7	OR	Cornus stolonifera	Dry Dogwood	7" Cal.	648
18	8A	Erigeron philadelphicus	White Daisy	7" Cal.	648
MATERIAL					
4	MULCH	(To be Determined by Contractor)			648
4	PLANT MAT.	(To be Determined by Contractor)			648
4	PLANT MAT.	(To be Determined by Contractor)			648

Plants counted toward replacement tree requirements = 26 Credits

BUFFER PLANT CALCULATION - SOUTH:

Wet property line (Type B) - 720LF	Required	Provided
Decorative shrub trees -	15	15
Evergreen trees -	15	15
Conventional trees -	11	11
Shrub 4' Height -	20	20
School field property line (Type C) - 300LF	Required	Provided
Decorative shrub trees -	4	4
Conventional trees -	7	7
Shrub 4' Height -	5	5
Est. property line (Type B) - 800LF	Required	Provided
Decorative shrub trees -	14	14
Evergreen trees -	14	14
Conventional trees -	12	12
Shrub 4' Height -	32	32
Total	187	187



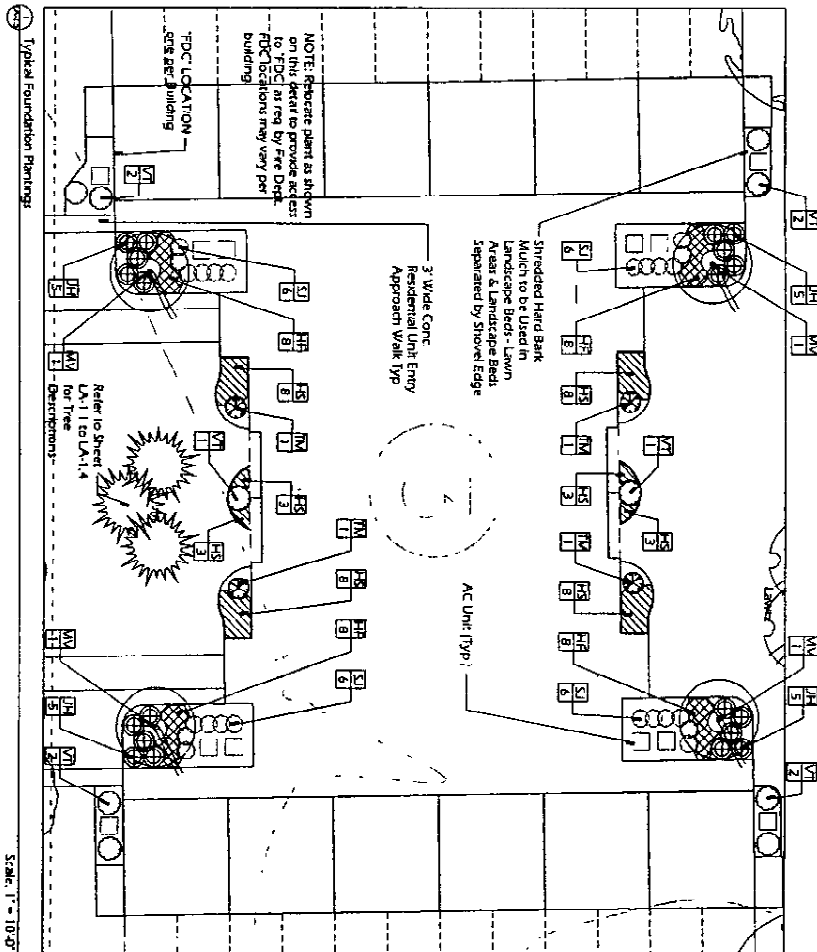
Design Team
 Design Team Limited
 4800 Eastman Street, Suite 5
 Northbrook, Illinois 60062
 Tel: (847) 480-1000
 Fax: (847) 480-1001

Landscape Buffer Plan - South

Scale: 1" = 40'-0"

North Arrow

LA-14



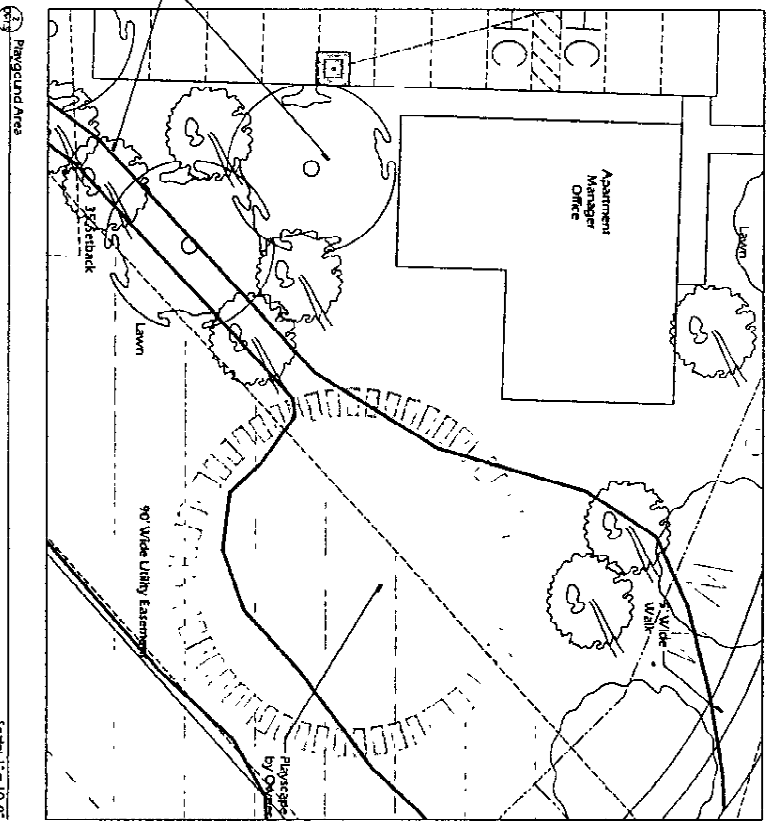
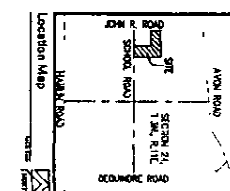
IRRIGATION SYSTEM
The irrigation will be designed for each building with the adjacent common area. Contractor is responsible to provide irrigation for all landscape areas.

IRIGATION
All landscape areas to have an automatic irrigation system. Irrigation Plan will be provided by John Deere Irrigation Contractor for the final FDC approval. Irrigation will occur from the front of buildings and 3 ft. irrigation of all landscape areas including buffer areas and street trees.

TYPICAL BUILDING PRELIMINARY PLANT MATERIAL SCHEDULE

TOI	QTY	REV	COMMON NAME	COMMON NAME	SIZE	ROOT
01	4	1	Male 'Pine Spire'	Five Star Pine	7' Cal.	BA3
02	20	2	Female 'Pine Spire'	Five Star Pine	7' Cal.	BA3
03	24	3	Amelanchier 'Little Snowflake'	Blue Chip Juniper	24" Ht.	Cal.
04	24	4	Amelanchier 'Little Snowflake'	Little Prince Spirea	24" Ht.	Cal.
05	4	5	Amelanchier 'Little Snowflake'	Delaware Yellow	24" Ht.	Cal.
06	10	6	Amelanchier 'Little Snowflake'	Camelot American Crabapple	24" Ht.	Cal.
07	10	7	Amelanchier 'Little Snowflake'	Camelot American Crabapple	24" Ht.	Cal.
08	22	8	Amelanchier 'Little Snowflake'	Finch Pine	18" Cal.	Cal.
09	24	9	Amelanchier 'Little Snowflake'	Steele Oak Drift	18" Cal.	Cal.
10	24	10	Amelanchier 'Little Snowflake'	Steele Oak Drift	18" Cal.	Cal.
11	24	11	Amelanchier 'Little Snowflake'	Steele Oak Drift	18" Cal.	Cal.
12	24	12	Amelanchier 'Little Snowflake'	Steele Oak Drift	18" Cal.	Cal.
13	24	13	Amelanchier 'Little Snowflake'	Steele Oak Drift	18" Cal.	Cal.
14	24	14	Amelanchier 'Little Snowflake'	Steele Oak Drift	18" Cal.	Cal.
15	24	15	Amelanchier 'Little Snowflake'	Steele Oak Drift	18" Cal.	Cal.
16	24	16	Amelanchier 'Little Snowflake'	Steele Oak Drift	18" Cal.	Cal.
17	24	17	Amelanchier 'Little Snowflake'	Steele Oak Drift	18" Cal.	Cal.
18	24	18	Amelanchier 'Little Snowflake'	Steele Oak Drift	18" Cal.	Cal.
19	24	19	Amelanchier 'Little Snowflake'	Steele Oak Drift	18" Cal.	Cal.
20	24	20	Amelanchier 'Little Snowflake'	Steele Oak Drift	18" Cal.	Cal.
21	24	21	Amelanchier 'Little Snowflake'	Steele Oak Drift	18" Cal.	Cal.
22	24	22	Amelanchier 'Little Snowflake'	Steele Oak Drift	18" Cal.	Cal.
23	24	23	Amelanchier 'Little Snowflake'	Steele Oak Drift	18" Cal.	Cal.
24	24	24	Amelanchier 'Little Snowflake'	Steele Oak Drift	18" Cal.	Cal.

MATERIALS
MATERIALS TO BE OBTAINED BY CONTRACTOR
MATERIALS TO BE OBTAINED BY CONTRACTOR
MATERIALS TO BE OBTAINED BY CONTRACTOR



Unit 6 Playground Landscape Plan

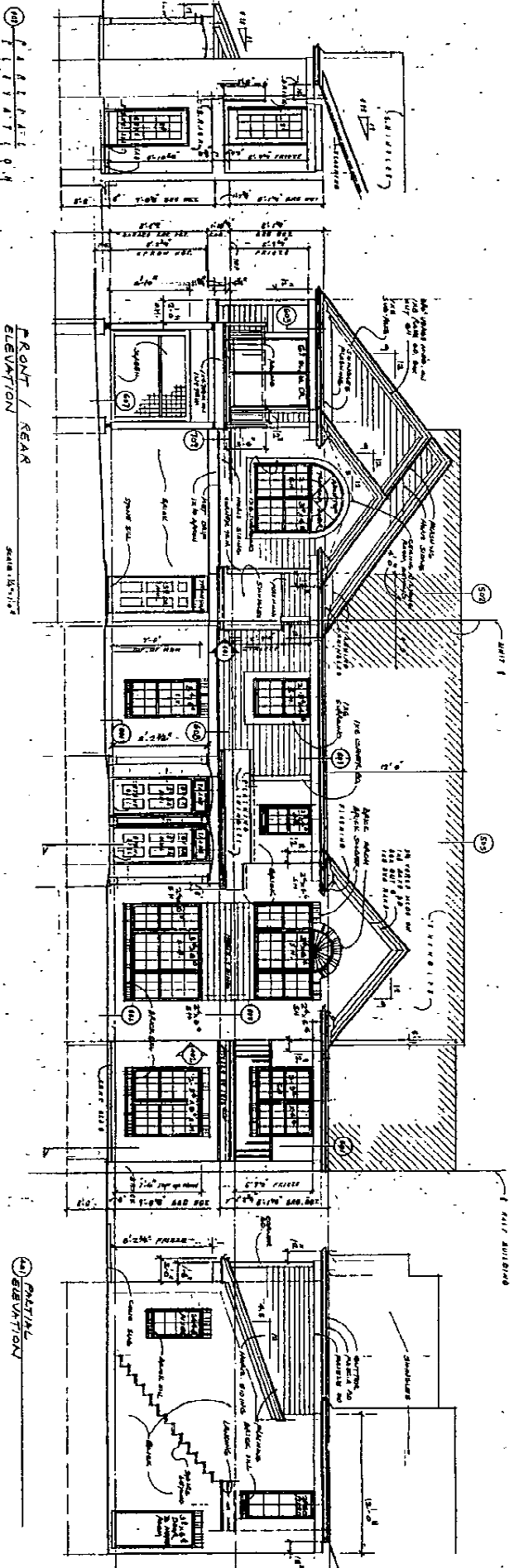
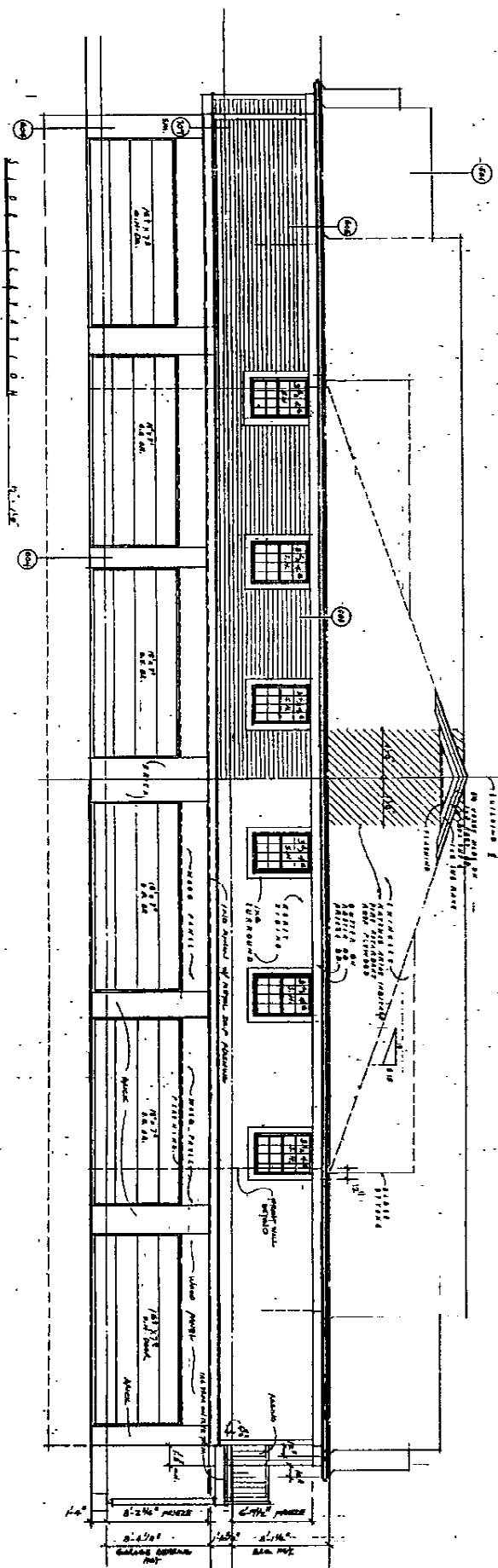
Design Team

Harvard Place
Rochester Hill,
Oakland County,
Michigan

MAC Companies
14000 W. 14th Street
Farmington Hills, MI 48334
Tel: 248.851.1100
Fax: 248.851.1100

Harvard Place
14000 W. 14th Street
Farmington Hills, MI 48334
Tel: 248.851.1100
Fax: 248.851.1100

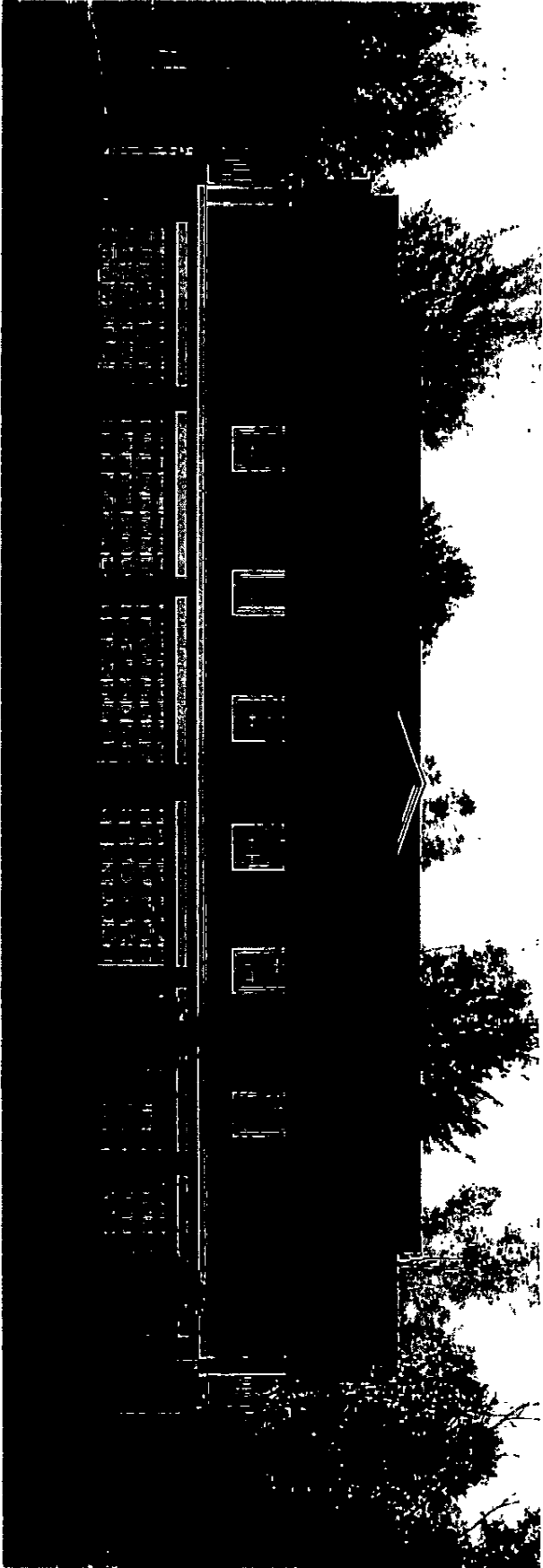
LA-15



DATE	11-28-71
BY	4
CHECKED	
APPROVED	
PROJECT	
NO.	
DATE	

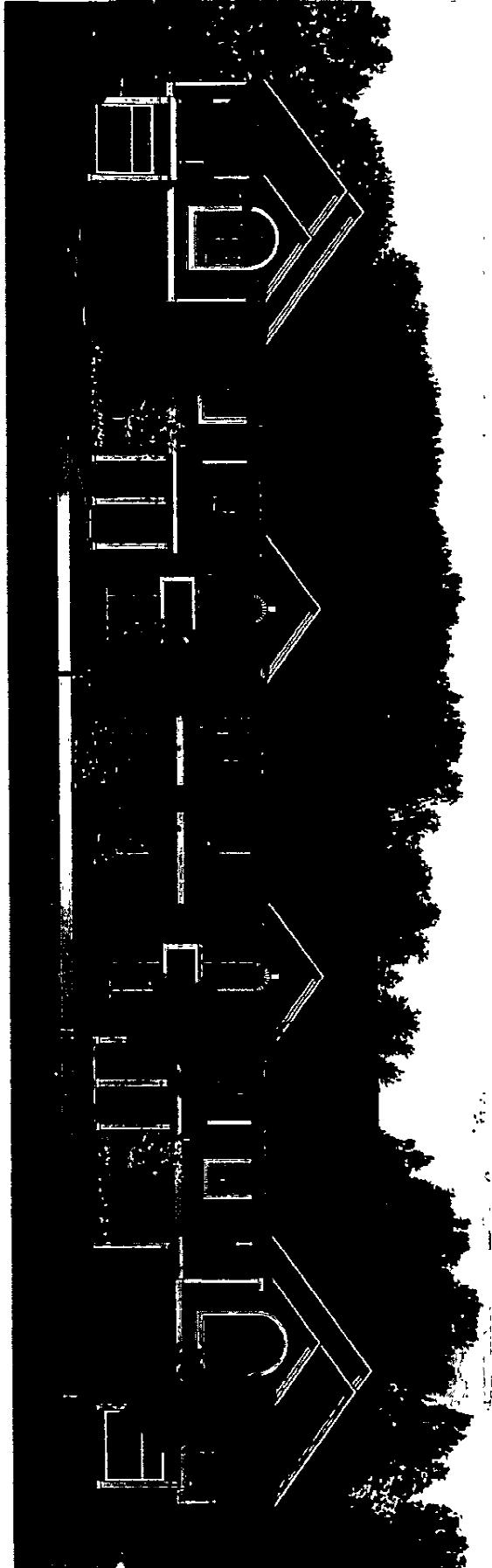
EXHIBIT C

Color Rendering of Sample Building Elevation



H A R V A R D P L A C E
S I D E E L E V A T I O N

H A R V A R D P L A C E



5