

PLANNED UNIT DEVELOPMENT AGREEMENT

This Planned Unit Development Agreement (“**Agreement**”) is made and entered into on _____, 2025 (“**Effective Date**”), by and between STONECREST OF WASHINGTON, LLC, a Michigan limited liability company (“**Developer**”), whose address is 5827 Van Dyke Avenue, Washington Township, Michigan, 48094 and the CHARTER TOWNSHIP OF WASHINGTON a Michigan municipal corporation (“**Township**”), whose address is 57900 Van Dyke Avenue, Washington Township, Michigan 48094 (Township and Developer may be referred to singularly as a “**Party**” and collectively as the “**Parties**”).

RECITALS

A. Developer is the purchaser of approximately 45.827 acres of real property in the Township more particularly described in the attached legal description marked as **Exhibit A** (“**Property**”), that is currently zoned as Agricultural Residential (“A-1”).

B. Developer desires to develop the Property as a Planned Unit Development (“**PUD**”) under the provisions of Section 3.17 of Township’s Zoning Ordinance (“**Zoning Ordinance**”).

C. Developer has submitted a Planned Unit Development Application (“**PUD Application**”) and a Planned Unit Development Plan (“**PUD Plan**”) prepared by John Dell’Isola, P.E., of Nowak & Fraus Engineers for the Property. In its application, Developer has requested Township to approve a Planned Unit Development in order to develop the property with a maximum of 69 detached single family units, approximately 6.15 acres of preserved land as Open Space, and the variations and deviations stated in this Agreement (the “**Development**”).

D. On March 13, 2025, the Washington Township Planning Commission (“**Planning Commission**”) conducted a Concept Review of Developer’s concept design plan and provided comments and suggestions to the concept design plan as required pursuant to Article 3, Section 3.17 (C) (1) of the Zoning Ordinance.

E. After the Concept Review, Developer formally submitted the PUD Application, including the proposed PUD Plan for the Development, and a proposed development agreement, as required pursuant to Article 3, Section 3.17 (C)(2) of the Zoning Ordinance.

F. On _____ 2025, the Planning Commission reviewed Developer’s PUD Application, proposed PUD Plan and proposed development agreement and determined that (i) the proposed PUD for the Property meets the eight (8) standards for special land use outlined in Section 6.4(A) of the Zoning Ordinance, and that (ii) a suitable PUD Plan and development agreement was provided, and recommended approval of the PUD for the Property to the Washington Township Board (“**Township Board**”) pursuant to the Article 3, Section 3.17(C)(4) the Zoning Ordinance.

G. At a regular meeting of the Township Board held on _____ 2025 (“**Township Hearing**”), the Township Board approved the PUD for the Property to be developed in accordance with the approved PUD Plan attached as **Exhibit B** (“**General Design Plan**”) as

required pursuant to Article 3, Section 3.17(C)(4) of the Zoning Ordinance and approved this agreement as the final development agreement (“Agreement”).

H. Township and Developer wish to establish the terms and conditions under which the Property will be developed, owned, and maintained as a PUD by Developer and its successors and assigns as required by the Zoning Ordinance.

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

1. **Description of Development.** The Development pertains to the Property consisting of approximately 45.827 acres of land located generally at the northeast corner of 28 Mile Road and Jewell Road in Macomb Township, Michigan. The Development meets the requirements for a PUD under the Zoning Ordinance and the permitted uses for the Development are more fully described in Section 12 below and shown on the General Design Plan attached as **Exhibit B.**

2. **Development of PUD Property.** Township has approved the PUD to develop the Property and Developer is hereby authorized to develop the Property in accordance with the General Design Plan, with the following proposed features and variations from the existing A-1 Agriculture zoning requirements stated in Section 3.1.1, as depicted and described on the General Design Plan attached as **Exhibit B:**

- (a) Approximately 6.15 acres of preserved land as Open Space;
- (b) A maximum of 69 detached single-family residential units;
- (c) Density of 1.58 single family residential units per acre (variance from 1.06 units per acre (estimated yield under current A-1 zoning)– increase of 0.52 dwellings per acre);
- (d) Minimum Lot Area - 11,418 SF /Average Lot Area - 13,905 SF (variance from 40,000 SF – reduction of up to 28,585 SF);
- (e) Minimum Lot Width – 85 FT (variance from 120 FT minimum width – reduction of up to 35 feet);
- (f) Minimum Side Yard Setback – 10 FT /20 FT Total (variance from minimum 30 FT/60 FT Total – reduction of up to 20 FT/40 FT Total);
- (g) Minimum Rear Yard Setback – 40 FT (variance from 50 FT – reduction of up to 10 feet);
- (h) Zero (0) street trees per lot (variance from 1 tree per lot).

The Township Board agrees that Developer's proposal for the PUD on the Property meets Township's eight (8) standards for special land use and the other general design criteria set forth in the Zoning Ordinance. The Development includes constructing an access approach from 28 Mile, and connecting access to Jewell through the Powell Ridge residential development, together with the site utilities, detention ponds, pedestrian walkways, landscaping and other improvements for the Development in the locations as shown on the General Design Plan. The General Design Plan reflects that the Development will be constructed in up to two (2) phases, pursuant to one site plan (collectively, the "**Development Phases**"). Phase I of the Development will include construction of the detention basins for the entire Development, the 28 Mile Road approach, interior roads, and drives necessary for Phase I, utilities and other site improvements as generally shown on the General Design Plan and specifically set forth on the site plan.

3. **Site plan Approvals and Changes.**

a. As of the Effective Date, Developer has not obtained site plan approval for the Development. Pursuant to the Zoning Ordinance, Developer shall submit for site plan approval by the Planning Commission.

b. Developer acknowledges that the site plan will be approved under Township's standard applicable review procedures as referenced in the Zoning Ordinance which may require Developer to satisfy additional conditions that are consistently applied by Township or other applicable governmental agencies for similar developments within the Township as part of its site plan approval process. Developer agrees that any additional condition which is made a part of any site plan approval by the Planning Commission shall be incorporated into and made a part of this Agreement and shall be enforceable against Developer.

Proposed amendments or changes to the PUD Plan shall be submitted to the Washington Township Planning Commission and processed in accordance with Section 3.17.C.6 of the Washington Township Zoning Ordinance.

4. **Compliance with all Laws, Ordinances, Approvals, and Permits.** Developer agrees to construct, install and operate the Development in accordance with the approvals granted by Township and all other applicable governmental entities that have jurisdiction over the Property, including, but not limited to, the Macomb County Department of Public Works, Macomb County Department of Roads, the Michigan Department of Transportation and the Michigan Department of Environment, Great Lakes & Energy ("**Public Agencies**"), and all applicable public utilities for the Property, including, but not limited to electricity, telephone, gas, cable television, water, storm and sanitary sewer ("**Public Utilities**"). Developer also agrees to comply with all applicable state and local laws, ordinances and regulations as well as the terms of this Agreement and the Zoning Ordinance in constructing and operating the Development. Except as otherwise provided by this Agreement, all regulations governing the uses of land, density, design, improvement and construction standards and specifications applicable to the Development of the Property shall be the regulation in force at the time of Development. All future owner(s) and developers of the Property shall be bound by the terms of this Agreement and Developer's authority and responsibilities stated herein. Developer shall provide notice of Developer's requirements under this Agreement to all future owner(s), successor developers of any portion or

phase of the Property. Township shall require that all developers, contractors, and fee simple title owners, present or future, and their respective successors in title, of any portion of the Property shall comply with this Agreement and the Zoning Ordinance.

5. **Compliance with all Township Approvals.** Developer will design, develop, construct and operate the Development in accordance with all approvals and permits granted by Township and all other applicable and required Public Agencies and Public Utilities, including the site plan for the Development to be approved by Township in accordance with the Zoning Ordinance and this Agreement. The Parties agree that no variances from the Zoning Board of Appeals may be sought to the General Design Plan or conditions imposed in the approval granted by Township, without amending this Agreement.

6. **Permits and Authorizations.** Township shall grant to Developer and its contractors and subcontractors all Township permits and authorizations necessary to install all approved Public Utilities to be used for the Development, and to otherwise develop and improve the Property in accordance with the General Design Plan and the site plan for each phase, provided Developer has first made all requisite applications for permits with Township and other applicable Public Agencies and Public Utilities, complied with the requirements for said permits, and paid all required fees. The Public Utilities shall be installed and maintained as required by Township. Developer shall provide all public easements necessary, in such locations approved in advance by the relevant utility service provider and Township. Township shall approve and issue up to four (4) building permits for model units in the Development. Applications for any other permits from Township will be processed in the customary manner.

7. **Conflicting Requirements or Ordinances.** In the event any provision, requirement or specification in this Agreement or any of the Exhibits attached hereto conflict with, change or appear to change the requirements set forth in the Zoning Ordinance in effect as of the Effective Date, including the provisions governing the PUD, or in effect at the time of development of the Property, the requirements of this Agreement shall govern and control. Insofar as possible, an interpretation of the provisions, requirements or specifications avoiding conflict shall be used by the Parties.

8. **Developer and Successor Developers.** Developer may at any time during the existence of this Agreement sell or otherwise convey all or any part of the Property to any person or entity who will succeed to and be responsible for complying with the obligations of Developer as to those portions of the Property purchased from Developer (each, a “**Permitted Transferee**”), none of which shall be prohibited by this Agreement or otherwise. However, this Agreement shall be recorded on the title of the Property, and the obligations contained in this Agreement shall and must be assumed by any Permitted Transferee or successor in interest and shall constitute a restrictive covenant upon the Property and run with the land. After conveyance of any portion of the Property, the term “**Developer**” shall include Developer and such persons who are successor fee simple title owners and successor developers of the Property, as applicable.

9. **Condominiums and Restrictive Covenants.** Developer intends to operate the Single-Family Residential Development as a site condominium. The Township hereby approves and authorizes Developer to develop the Development as a Condominium (“**Condominium**”)

that include the construction of a maximum of 69 site condominium units (“**Units**”), and the general and limited common elements as generally shown on the General Design Plan, as may be modified by the final Exhibit B condominium plans, if approved by the Township Board or through the Township’s engineering process (“**Site Condominium Subdivision Plans**”).

Developer shall comply with the Land Division Ordinance in obtaining the Township’s approval for Site Condominium Subdivision Plan as well as providing detailed engineering plans, master deed, bylaws, reciprocal easement agreements, restrictive covenants, if applicable, and related condominium association documents (“**Condominium Documents**”).

As part of such Condominium Documents, there shall be provisions obligating Developer and all future successor owners of the Property to maintain and preserve all roads, drives, entranceways, signage, greenbelts, open areas, pedestrian walkways and open area amenities (including the proposed open space), setbacks, storm drainage, detention facilities and easements, and any other private common elements and improvements for or within the Development in good working order and appearance at all times and in accordance with the PUD Documents. Additionally, the Condominium Documents shall identify and refer to the PUD Documents and the regulations of the land provided in the PUD Documents. Developer reserves the right to convert, contract, modify or otherwise amend any condominium established in connection with the Development pursuant to the rights contained within the Condominium Documents establishing and governing such condominium subject to Township review of any amendment to such Condominium Documents; provided, however, Township agrees that it will not deny any such amendment that legally complies with Township Ordinances and is consistent with the General Design Plan or site plan for the different phases of the Development.

10. **PUD Documents.** The Property shall be developed and improved only in accordance with the following (collectively, the “**PUD Documents**”):

a. The Zoning Ordinance, except for those items approved as part of this Agreement, the General Design Plan, Condominium Documents and/or site plan for the Property, which include, without limitation: (1) the variations to the A-1 standards, as described in Paragraph 2 of this Agreement, and as shown on the General Design Plan, Condominium Documents and/or any subsequent site plan approved for the Development; and (2) all design and layout plans to be approved as part of the site plan for the Development.

b. The General Design Plan as approved by the Township Board and attached as **Exhibit B** and Development Phases may be amended or modified in accordance with the approved Condominium Documents and site plan for the Development and the terms of this Agreement.

c. This Agreement, as may be amended or modified in accordance with the terms of this Agreement.

11. **Modifications of General Design Plan.** Any and all proposed modifications of the General Design Plan shall be brought before the Planning Commission for review consistent with the requirements of the Zoning Ordinance. In the event Developer disagrees with any

amendments or modifications required by Township that will substantially impact, alter or modify the General Design Plan, Developer shall have the right to submit alternatives to the General Design Plan for further consideration and approval by Township.

12. **Permitted Land Uses.**

a. Within the Development, all buildings and site amenities shall be laid out, situated and designed as described on the approved General Design Plan and corresponding site plan approved for each Development Phase. The permitted uses of the Development shall be limited to a maximum of 69 single family residential units.

13. **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. All of the foregoing improvements shall be designed and constructed in accordance with the approved General Design Plan, site plan and all applicable Township, state, and county standards, codes, regulations, ordinances, and laws. Such water and sanitary sewer service facilities (including any on-site and off-site facilities), extensions, and easements to reach the area to be served shall be provided by and at the sole expense of Developer, and shall be completed, approved, and dedicated to Township (as required by Township 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. Developer shall, upon completion of installation, inspection and testing of the public water and sanitary sewer improvements for each phase of the Development, convey and dedicate all interests in such facilities to Township by providing and executing documents and title work in accordance with all applicable Zoning Ordinance and regulations, and the area dedicated shall include any easements which may be required to access such improvements for maintenance and repair purposes.

14. **Roads and Drives.** All roads, drives, approaches, and curb cuts within and for the Development shall be designed, situated and constructed in accordance with all applicable Township Engineering Design Standards and all applicable Zoning Ordinances, Macomb County Department of Roads standards, and the approved site plan. All roads and drives shall be dedicated by quit claim deed to the Macomb County upon final approval. Developer further agrees to make the following improvements for the Development Phases as follows:

a. As part of Phase 1, Developer agrees to (i) install all new approved curb cuts and paved access 28 Mile Road, and (ii) construct all detention basins, walkways, interior drives/roadways and utilities necessary to serve Phase 1.

b. Developer and any assigns and transferees of Developer shall be responsible for maintenance and repairs of the drives, and entranceways, during the period of construction. Developer shall incorporate provisions in the Condominium Documents providing perpetual maintenance obligations by the owners of the Property.

15. **Storm Water Drainage.** Developer, at its sole expense, shall construct and maintain an on-site storm water drainage system, including the detention ponds in accordance with the approved engineering plans for the Development (“**Engineering Plans**”), PUD Documents,

and all applicable ordinances, laws, codes, standards, and regulations, as well as the approved site plan for the Development.

16. **Safety Paths and Walkways.** The 8-foot-wide safety paths along 28 Mile Road and Jewell Road within the open space areas shall be constructed during Phase I and connect to an internal privately owned system of walkways and related amenities as depicted on the General Design Plan and as laid out in the approved site plan and PUD Documents for the Development. The safety paths along 28 Mile Road and Jewell Road shall be dedicated to Washington Township by easement. As a public benefit, the Developer will pay for the cost of concrete material for the future extension of the pathway adjacent to the east side of Jewell Road that will connect the Development and the nearby Powell Ridge residential development.

17. **Natural Features.** Any open spaces shall be designed and landscaped to create natural areas that add to the overall aesthetics of the Development. For the purpose of ensuring long-term preservation of open space and natural features within the Development, all open space and storm water drainage and detention areas and facilities, shall be perpetually preserved as unimproved areas by way of provisions of the Condominium Documents for all parts of the Development.

18. **Landscaping, Lighting, and Architectural Standards.** Developer shall construct the Development in full compliance with the PUD Documents and approved site plan for the Development, which shall govern the landscaping, lighting, signs, architectural and other standards applicable to the Development in the event of a conflict with the General Design Plan.

19. **Commencement and Completion of Improvements.** All proposed public infrastructure, improvements and internal site improvements, including roadways, walkways, retention/detention basins, open space, landscaping, amenities, and associated structures, within Phase 1 must have been issued a valid construction permit and commenced within one (1) year following the date of issuance of such permit, and, except as otherwise provided, work must be begin by May, 2026 and continued in a reasonably diligent manner and completed by May, 2028. This time period may be extended if applied for by Developer and granted at the sole discretion of the Township's Board in writing. Failure on the part of Developer to secure the written extension provided for in this paragraph shall result in the stoppage of all construction on the Property. The Township Board shall reasonably consider Developer's request for an extension based on reasonable circumstances or a Force Majeure Event for a period of time equal to the time period that Developer was precluded from performing work on the Property due to the Force Majeure Event. "Force Majeure Event" means any of the following events affecting the Development and the Property: (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law not caused by Developer; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any Public Agency, Public Utility or governmental authority not caused by Developer; (g) outbreak of infectious diseases, viruses or other health hazards classified by governmental authorities as an epidemic or pandemic; (h) national or regional emergency; (i) strikes, labor stoppages or slowdowns or other industrial disturbances; (j) shortage of adequate power; and (k) other events beyond the control or acts of Developer impacted by the Force Majeure Event.

20. **Developer Representations and Warranties.** Developer makes the following representations and warranties to Township, which representations and warranties shall be true and correct as of the Effective Date, and shall survive and shall continue as long as Developer is completing its obligations under this Agreement:

a. **Organization.** Developer is duly organized and validly existing, in good standing under the laws of the State of Michigan and has all requisite power and authority to own and operate its assets and properties, to carry on its business as now being conducted, and to enter into and perform the terms of the Agreement.

b. **Authorization.** The execution and delivery of this Agreement and consummation of the transactions contemplated hereby have been duly authorized by Developer.

c. **Restraints.** Neither the execution nor delivery of this Agreement nor the consummation of the transaction contemplated hereby is in violation of any provision of any existing law or regulation, order or decree of any court or governmental entity, Developer's organizational documents, or any agreement to which Developer is a party or by which either of them is bound.

d. **Disclosure.** No representation or warranty by Developer, or any statement or certificate furnished to Township pursuant hereto or in connection with the transactions contemplated hereby, contains, or will contain any untrue statement of a material fact or will omit to state any fact necessary to make the statements contained herein or therein not misleading.

e. **Litigation.** Developer does not have any notice of and there is no pending or threatened litigation, administrative action, or examination, claim or demand before any court or any federal, state, or municipal governmental department, commission, board, bureau, agency, or instrumentality thereof which would affect Developer or its principals from carrying out the covenants and promises made herein.

f. **Financial.** Developer is financially able to develop the Property in accordance with the General Design Plan.

g. **Utilities and Public Rights of Way.** Developer has either (a) determined that all lines, systems and facilities for storm water, sanitary sewer, gas, electricity, telephone, cable, and all other utilities (collectively "**Utility Lines**") are of sufficient size and capacity for the development of the Property, or (b) committed to construct, improve, expand, or otherwise install sufficient and adequate Utility Lines to serve the Property at the sole cost and expense of Developer. Developer acknowledges and agrees that, to the extent that any Utility Lines must be relocated in order to develop the Project, then Developer shall relocate all such Utility Lines and refurbish same, as deemed desirable by the Township's Engineering Division at Developer's sole cost and expense.

21. **Township's Representations and Warranties.** Township makes the following representations and warranties to Developer, which representations and warranties shall be true

and correct as of the Effective Date, and shall survive and shall continue as long as Township is a party to this Agreement:

a. Authority. Township has the authority to enter into this Agreement and to perform and carry out all obligations, covenants, and provisions hereof. Township's authority shall be evidenced by appropriate resolution(s) made at the Township Board meetings.

b. Zoning Compliance. The Agreement complies with the requirements of the Zoning Ordinance.

c. Sole Body. The Township Board is the sole and appropriate municipal body to enter into this PUD Agreement with Developer.

d. Review of Plans. Township will provide review and approval, if appropriate, of the site plan for the Development in its customary manner, and all amendments and additional matters submitted by Developer or Permitted Transferees, and/or any of their successors and assigns, to achieve the purposes of this Agreement.

e. Land Use. The intended land uses set forth herein are permissible under the Zoning Ordinance.

f. Use Approval. The uses approved by the Township Board under this Agreement shall be valid for as long as Developer, Permitted Transferees, and/or any of their successors and assigns, utilize the Property for the approved uses pursuant to this Agreement and the General Design Plan and in accordance with the approved site plan for the Development.

g. Restraints. To the Township Board's knowledge, neither the execution nor delivery of this Agreement nor the consummation of the transaction contemplated hereby is in violation of any provision of any existing law or regulation, order or decree of any court or governmental entity, the Zoning Ordinance, or any agreement to which Township is a party or by which it is bound.

h. Disclosure. No representation or warranty by Township, or any statement or certificate furnished to Developer pursuant hereto or in connection with the transactions contemplated hereby contains any untrue statement of a material fact or will omit to state any fact necessary to make the statements contained herein or therein not misleading.

i. Litigation. Township has no notice of and there is no pending or threatened litigation, administrative action, or examination, claim or demand before any court or any federal, state, or municipal governmental department, commission, board, bureau, agency, or instrumentality thereof which would affect Township or its principals from carrying out the covenants and promises made herein.

22. **Enforcement and Remedies**. In the event Developer fails to timely perform any of its obligations under this Agreement, Township shall serve written notice upon Developer setting forth in detail such failure to perform and demand that such non-performance be cured

within thirty (30) days following Developer's receipt of Township's notice (or such additional time as agreed to by Township if such failure cannot reasonably be cured within such 30-day period).

If the deficiency set forth in the notice is not cured within the thirty (30) day period (of such other agreed upon time period), the notice shall set forth a date, time, and place for a hearing before the Township Board for the purpose of allowing Developer an opportunity to be heard as to the reasons for the deficiency, and what actions will be taken to correct the deficiency. At any such hearing, the time for curing and the hearing itself may be extended and/or continued to a certain date. If, following the hearing, the Township Board determines that the obligation has not been fulfilled or has not been corrected within the time specified in the notice, or if an emergency situation exists (i.e. an imminent threat to public health and safety), as determined by Township in its discretion, Township shall 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 this Agreement, Zoning Ordinance or state law:

a. Initiate legal action for the enforcement of any of the provisions set forth in the PUD Documents. In the event Township obtains any relief as a result of litigation, Developer shall pay all actual and reasonable court costs and attorney fees incurred by Township in connection with such legal action.

b. Township may issue a stop work order with cause as to any or all aspects of the Phase of the Development affected by such failure/deficiency, may deny issuance of any requested building permit or certificate of occupancy within such Phase regardless of whether Developer is the named applicant for such permit or certificate of occupancy, and may suspend further inspections of any or all aspects of such Phase pending a cure of any such non-performance.

c. Township may terminate this Agreement with respect to any uncompleted Development Phases. In the event this Agreement is terminated by Township, Township may, at its option and within its sole discretion, terminate the approval of any site plan for the uncompleted Development Phases.

The rights and remedies of the Township pursuant to this Agreement, the Zoning Ordinance and/or applicable law are cumulative and not exclusive, and may be exercised in any order, without precluding the right of Township to exercise any other right or remedy available at law. Any failure or delay by Township 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.

23. **Developer Acknowledgment.** By executing this Agreement, Developer agrees to be bound by each and every provision of this Agreement. Developer further agrees that (a) the conditions contained herein are fair, reasonable and equitable; (b) this Agreement does not constitute a taking of property for any purpose and is not a violation of any of Developer's constitutional rights; (c) the improvements and undertakings described in this Agreement are (i) necessary and roughly proportional to the burden imposed; (ii) necessary to ensure that public services and facilities will be capable of accommodating the Development and the increased

service and facility loads caused by the Development; (iii) necessary to protect the natural environment and conserve natural resources; (iv) necessary to ensure compatibility with adjacent uses of land; (v) necessary to promote use of the Property in a socially and economically desirable manner; and (vi) necessary to achieve other legitimate objectives authorized by law. It is further agreed and acknowledged that all required improvements, both on-site and off-site, are clearly related to the burdens created by the Development, and all such improvements are clearly and substantially related to Township's legitimate interests in protecting the public health, safety, and welfare.

24. **Right of Termination.** Notwithstanding anything to the contrary stated in this Agreement or the Zoning Ordinance and provided there is no uncured event of default by Developer under this Agreement, Developer shall have the right to voluntarily terminate this Agreement before construction commences on Phase 1 by delivering written notice thereof to Township. In such event, the Parties will record a Notice of Termination and Discharge of the PUD Agreement recorded on title of the Property. In the event Developer is in default under this Agreement after construction commences on any phase of this PUD, this Agreement shall not be terminated but the enforcement remedies stated in Paragraph 22, shall apply.

25. **Interpretation.** This Agreement represents the product of joint efforts and mutual drafting of Developer and Township and should be construed accordingly. Each party has had the opportunity to have this Agreement reviewed by legal counsel of their choosing prior to execution. 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, Township, in the reasonable exercise of its discretion, shall determine the regulations of the Zoning Ordinance, as the Zoning Ordinance may have been amended, or Zoning Ordinance that are applicable, provided such determination is not inconsistent with the nature and intent of the PUD Documents.

26. **Recording; Covenant Running with the Land.** This Agreement shall be recorded by Developer, at its sole cost, within thirty (30) days of execution with the Macomb County Register of Deeds. Developer shall provide a recorded copy to Township as soon as a recorded copy is returned to Developer by the Macomb County Register of Deeds. This Agreement is a covenant that shall run with the land constituting the Property and shall be binding on and inure to the benefit of Township 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.

27. **Entire Agreement.** The PUD Documents, including this Agreement and the attached Exhibits, set forth all of the covenants, agreements, stipulations, promises, conditions and understandings between Developer and Township concerning the PUD for the Property and all such documents are intended as the complete integration of all understandings between the Parties. No prior or contemporaneous addition, deletion or other amendment shall have any force or effect unless embodied herein in writing. No subsequent notation, renewal, addition, deletion, or other amendment shall have any force or effect unless embodied in a written amendment or other agreement executed by the Parties, other than additional conditions which may be attached to the approved site plan for the Development.

28. **Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect the enforceability or validity of the remaining provisions and this Agreement shall be construed in all respects as if any invalid or unenforceable provision were omitted.

29. **Notices.** All notices, consents and other instruments given pursuant to this Agreement shall be deemed sufficient notice and validly delivered if such notice is in writing and will be deemed given (i) when personally delivered to the party to be given such notice or other communication, (ii) if by e-mail with confirmation of a “read” receipt, on the date sent (or the next business day after the date of transmission if the transmission day is not a business day), (iii) on the third business day following the date of deposit in the United States mail if such notice or other communication is sent by certified or registered mail with return receipt requested and postage thereon fully prepaid to the recipient (if any) and address below, or (iv) on the business day following the day such notice or other communication is sent by reputable overnight courier. Notices shall be delivered to the Parties at the following addresses and/or email addresses:

To Township:

***[INSERT TOWNSHIP NOTICE ADDRESS/EMAIL]**

To Developer:

***[INSERT DEVELOPER NOTICE ADDRESS/EMAIL]**

The Parties may amend their notification information at any time by delivery of a written notice to the other Party setting forth their change of address or email address in the manner set forth above. If there is a newly elected Township Supervisor, then notice shall be sent to the successor Township Supervisor at the contact information available on the Macomb Township website.

30. **Waiver.** No failure or delay on the part of any party in exercising any right, power, or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege under this Agreement preclude further exercise thereof or the exercise of any other right, power, or privilege. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights and remedies provided by law.

31. **Governing Law.** This Agreement shall be governed by, construed, and enforced in accordance with, the laws of the State of Michigan. Developer agrees, consents, and submits to the personal jurisdiction of any competent court of jurisdiction in Macomb County, Michigan for any action brought against it arising out of this Agreement. Developer also agrees that it will not

commence an action against Township because of any matter arising out of, or relating to, the validity, construction, interpretation, or enforcement of this Agreement in any courts other than those in Macomb County, Michigan.

32. **Authorization.** Township affirms that this Agreement has been duly authorized by Township, through the approval of the Township Board at a meeting in accordance with the laws of the State of Michigan and the Zoning Ordinance, and all resolutions or similar actions necessary to approve this Agreement have been adopted and approved authorizing the Township Supervisor and Township Clerk to sign this Agreement on behalf of Township. By the execution of this Agreement, Developer warrants that this Agreement has been adopted and approved by a resolution of its necessary corporate managers, members, directors and/or shareholders, authorizing the signatory to this Agreement execute this Agreement, and bind Developer. Developer further affirms that it is not in default under the terms of any purchase agreement for the Property.

33. **Counterparts.** This Agreement may be executed on one or more original copies, each of which shall constitute one and the same instrument. This Agreement may be signed in any number of counterparts with the same effect as if the signature to each counterpart were deemed a single instrument and all such counterparts together shall be deemed an original of this Agreement.

34. **Captions.** The captions in this Agreement are inserted only as a matter of convenience and for reference only and shall not be deemed part of the context of this Agreement.

35. **Successors and Assigns.** The covenants, conditions and agreements in this Agreement shall be binding upon and inure to the benefit of Developer and Township, and their respective successors and assigns. Developer and its successors agree that this Agreement shall not be assigned except in accordance with the provisions of this Agreement. The obligations under this Agreement are covenants that permanently run with the land and shall bind all successors in title as to the Property, including, but not limited to, successor developer(s) and the purchasers and owners of any individual lot, parcel, or unit within the Property.

[Signature page immediately follows]

IN WITNESS WHEREOF, Developer and Township have executed this Agreement as of the Effective Date.

DEVELOPER:

STONECREST OF WASHINGTON, LLC a
Michigan limited liability company

By: MICHAEL A. MAGNOLI

Its: Sole Member

STATE OF MICHIGAN)
) ss
COUNTY OF MACOMB)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Michael A. Magnoli, the sole member of Stonecrest of Washington, a Michigan limited liability company.

_____, Notary Public

State of Michigan, County of _____

My commission expires: _____

Acting in the County of _____

[SIGNATURES CONTINUE ON NEXT PAGE]

TOWNSHIP:

CHATER TOWNSHIP OF
WASHINTGON, a Michigan charter
township.

By: Sebastian Previti
Its: Supervisor

By: Audrey Brown
Its: Township Clerk

STATE OF MICHIGAN)
) ss
COUNTY OF MACOMB)

The foregoing instrument was acknowledged before me this _____ day of _____,
20____, by Sebatian Previti, Supervisor of the Charter Township of Washington, a Michigan charter
township.

_____, Notary Public
State of Michigan, County of _____
My commission expires: _____
Acting in the County of _____

STATE OF MICHIGAN)
) ss
COUNTY OF MACOMB)

The foregoing instrument was acknowledged
before me this me this _____ day of _____, 20____, by Audrey Brown, Township Clerk
of the Charter Township of Washington, a Michigan charter township.

_____, Notary Public
State of Michigan, County of _____
My commission expires: _____
Acting in the County of _____

When recorded return to:

EXHIBIT A

LEGAL DESCRIPTION

(BASED ON A FIELD SURVEY)

PART OF THE SOUTHWEST 1/4 OF SECTION 23, TOWN 4 NORTH, RANGE 12 EAST, WASHINGTON TOWNSHIP, MACOMB COUNTY, MICHIGAN BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 23; THENCE NORTH 00 DEGREES 39 MINUTES 00 SECONDS EAST ALONG THE WEST LINE OF SAID SECTION 23, 177.74 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID WEST LINE NORTH 00 DEGREES 39 MINUTES 00 SECONDS EAST, 757.86 FEET; THENCE SOUTH 89 DEGREES 15 MINUTES 15 SECONDS EAST, 350.00 FEET; THENCE NORTH 00 DEGREES 39 MINUTES 00 SECONDS EAST, 250.00 FEET; THENCE SOUTH 89 DEGREES 15 MINUTES 15 SECONDS EAST ALONG THE SOUTH LINE OF POWELL RIDGE, MACOMB COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 1239, AS EXTENDED, 1033.99 FEET; THENCE CONTINUING ALONG SAID SOUTH LINE OF POWELL RIDGE SOUTH 88 DEGREES 10 MINUTES 55 SECONDS EAST, 660.55 FEET TO THE SOUTHEAST CORNER OF SAID POWELL RIDGE; THENCE SOUTH 00 DEGREES 22 MINUTES 43 SECONDS WEST, 823.41 FEET; THENCE NORTH 88 DEGREES 20 MINUTES 21 SECONDS WEST, 668.31 FEET; THENCE SOUTH 00 DEGREES 55 MINUTES 08 SECONDS WEST, 369.90 FEET; THENCE NORTH 88 DEGREES 51 MINUTES 52 SECONDS WEST ALONG THE SOUTH LINE OF SAID SECTION 23, 354.69 FEET; THENCE NORTH 00 DEGREES 07 MINUTES 08 SECONDS EAST, 400.00 FEET; THENCE NORTH 88 DEGREES 51 MINUTES 52 SECONDS WEST, 200.00 FEET; THENCE SOUTH 00 DEGREES 07 MINUTES 08 SECONDS WEST, 400.00 FEET; THENCE NORTH 88 DEGREES 51 MINUTES 52 SECONDS WEST ALONG SAID SOUTH LINE OF SECTION 23, 511.63 FEET; THENCE THE FOLLOWING FOUR (4) COURSES ALONG LAND DEED TO MICHIGAN DEPARTMENT OF TRANSPORTATION AS RECORDED IN LIBER 18882, PAGE 775, MACOMB COUNTY RECORDS: 1) NORTH 01 DEGREES 01 MINUTES 02 SECONDS EAST, 65.86 FEET; THENCE NORTH 88 DEGREES 58 MINUTES 58 SECONDS WEST, 246.89 FEET; THENCE NORTH 00 DEGREES 39 MINUTES 00 SECONDS EAST, 112.95 FEET; THENCE NORTH 89 DEGREES 21 MINUTES 00 SECONDS WEST, 65.62 FEET TO THE POINT OF BEGINNING.

CONTAINING: 1,996,217 SQUARE FEET OR 45.827 ACRES (GROSS)
 1,942,621 SQUARE FEET OR 44.596 ACRES (NET)

TAX ID NUMBER: 04-23-300-027

ADDRESS: 61170 JEWELL ROAD, WASHINGTON TWP., MI 48094

EXHIBIT B
GENERAL DESIGN PLAN OF PROPERTY

[SEE ATTACHED]

