

**HARTLAND RAMCO HARTLAND
PLANNED DEVELOPMENT AGREEMENT**

TABLE OF CONTENTS

RECITALS:1

1. Legal Description.....2

2. Intent2

3. Permitted and Prohibited Uses3

4. Dimensional Standards12

5. Parking12

6. Site Design Standards13

7. Relocation of Sanitary Sewer.....28

8. Preparatory Work.....28

9. Divisions, Leasing, and Separation of Ownership.....29

10. Creation of the Meijer Property30

11. Monitoring Wells30

12. Off Site Improvements.....31

13. Clark Road Improvements and SAD31

14. Relocation of Hartland Road32

15. Off-Site Road Improvements for M-5933

16. Final Approval of PD.....35

17. Construction of Agreement With Zoning Ordinance.....36

18. Rezoning36

19. Compliance with Laws37

20. Effect of Breach37

21. Integration.....38

22. Severability38

23. Governing Law38

24.	Non-Waiver.....	38
25.	Authority.....	39
26.	Burdens and Benefits Appurtenant.....	39
27.	Owner Liable.....	39
28.	Termination.....	40
29.	Owners of the Land's Undertaking.....	40
30.	Undertakings Voluntary.....	41
31.	Benefits to Land.....	41
32.	Consideration and Binding Effect.....	41
33.	Legality.....	42

THIS AGREEMENT (the "Agreement") made by and between the Township of Hartland, a Michigan municipal corporation ("Township"), whose address is 2655 Clark Road, Hartland, Michigan and Ramco Hartland, LLC, a Delaware limited liability company ("Ramco Hartland"), with its principal address at 31500 Northwestern Highway, Suite 300, Farmington Hills, MI 48334-2501.

RECITALS:

A. Ramco Hartland has obtained final approval for a Planned Development (defined below) pursuant to Article 29 of the Township's Zoning Ordinance, subject to the execution and recording of this Agreement setting forth the conditions upon which such approval is based.

B. The Township desires to ensure that the Land (defined below) is developed and used in accordance with the approved Final Plan, which includes this Planned Development Agreement ("Agreement"), the Pattern Book dated March 19, 2008 and all plan sheets that comprise the Final Plan, and applicable laws and regulations. The "Final Plan" is the plan that the Township reviewed and approved pursuant to Article 29 (PD-Planned Development District), of the Township's Zoning Ordinance, revised November, 2003.

C. Ramco Hartland has represented to the Township that it owns or has the right to acquire all the fee ownership interest in the "Land" described in the attached *Exhibit A*, which is made a part of this Agreement.

D. The Planned Development provides Ramco Hartland with certain material development options for the Land not available under the existing zoning classification and would be a distinct and material benefit and advantage to Ramco Hartland and to the Township.

As used in this Agreement, "Owners of the Land" or "Owners" means Ramco Hartland and all current and future owners of legal and/or equitable title to all or any part of the Land.

NOW, THEREFORE, it is hereby agreed as follows:

1. **Legal Description.** The legal description of the real property (the "Land") that is subject to the Final Plan is set forth in the attached *Exhibit A* which is made a part of this Agreement.

2. **Intent.** The Land shall be developed, if it is developed at all, only in accordance with the Final Plan as a Planned Development ("PD"), which is a fully integrated development (the "Development") consisting of the uses provided herein and consisting of the improvements shown on the Final Plan that the Hartland Township Board approved on March 18, 2008, a copy of which is attached hereto as *Exhibit B* and incorporated herein by reference. All references to the Final Plan includes this Agreement, all the individual plan sheets, a list of which is attached under *Exhibit B*, and the Pattern Book dated March 19, 2008, which together comprise the entire Final Plan.

2.1 ***Density.*** The Final Plan includes approximately 619,075 square feet of "Permitted Uses," including the Meijer Center (defined below), the required parking spaces, and other related construction materials, features and improvements as depicted and described in the Final Plan.

2.2 ***Amendments.*** The Owners of the Land shall strictly adhere to the Final Plan, including the architectural features and materials used in construction, site layout and building sizes and location. However, it is recognized that there may be modifications to the Final Plan that are dependent on tenant needs, building sizes and shapes, uses, lot sizes, lot shapes and the like. Therefore, modifications to the Final Plan consistent with

the spirit of the PD may be permitted in accordance with Article 29, Section 29.08, of the Township's Zoning Ordinance.

2.3 *Phasing.* The Owners of the Land shall be entitled to develop the Land in more than one phase as detailed in the Final Plan. Nothing in this Agreement requires the development of the Land by the Owners of the Land, but where such development is undertaken, the same shall be in accordance with this Agreement and the Final Plan.

2.4 *Site Improvements.* Except as otherwise provided in this Agreement, site improvements, such as landscaping, parking, driveways and utilities, necessary to service a phase of the Development shall be constructed at the time the phase is constructed.

3. **Permitted Uses, Limitations and Prohibited Uses.**

3.1 *Permitted Uses.* The following uses are permitted by right within this PD District:

3.1.1 Professional offices of lawyers, engineers, architects, insurance and real estate agents, financial consultants and brokers, advertising firms, accounting and bookkeeping services, clerical and stenographic services, sales offices, mailing and copying centers, data processing centers other types of executive or administrative offices, and similar or allied professions.

3.1.2 Professional offices of physicians, dentists, optometrists, dermatologists, chiropractors, psychiatrists, psychologists and similar or allied professions, including, but not limited to, such types of offices within the Meijer Center.

- 3.1.3 Offices of non-profit professional, civic, social, fraternal, political and religious organizations.
- 3.1.4 Banks, credit unions, savings and loans, check cashing, and similar financial institution with or without drive-thru window service; however the total number of establishments using drive-thru window service in the Development shall be limited as set forth in Section 3.1.16 of this Agreement.
- 3.1.5 Research, vocational and technical training facilities that are operated completely within an enclosed building, and not including vocational automobile repair facilities.
- 3.1.6 Essential services such as a sanitary pump station and infrastructure, telephone exchange buildings, transformers substations, and public utility offices, but excluding storage yards, gas regulator stations or similar facilities.
- 3.1.7 Public and quasi-public buildings such as township/state/county offices, court buildings, post offices, public museums, libraries and community centers.
- 3.1.8 Public or private parks and open space.
- 3.1.9 A Meijer super center (“Meijer”) operated as a 24-hour facility, which includes accessory uses such as a pharmacy with drive-thru service, medical clinic, gas station, and convenience store. (The specific mention of operation of Meijer as a 24-hour facility does not exclude the operation of other 24 hour facilities within the Development.)

3.1.10 Retail establishments or retail centers with goods marketed to the surrounding neighborhood or region including but not limited to generally recognized retail businesses, excluding adult regulated uses, developed within a shopping center or in standalone buildings, which supply goods and services such as, but not limited to, groceries, gourmet markets, sales of bakery goods (including bakery items produced on the premises), meats (no slaughtering is permitted on the premises, but butchering is allowed), seafood, dairy products, drugs, hardware, greeting cards, furniture, clothing, flowers, books, antiques, art galleries, liquor sales, beer and wine sales, apparel, shoes, drugs, dry goods, beauty supplies, appliances, electronics, hardware store, dental clinic, optometry clinic, weight loss clinic, crafts, sporting goods, toys, home decoration and furnishings, office supplies, computer supplies, cellular phones, pet store or pet supplies with temporary pet boarding similar in concept to a PetsHotel[®], consignment shops and sales of pre-owned goods, including, but not limited to, sports equipment, electronics, clothing, collector items, such as baseball cards, comic books, other kinds of memorabilia, stamps and coins; department store, combination grocery and discount department store (e.g., a 24-hour Meijer super center), wholesale discount club (e.g., Costco), discount clubs and membership clubs, home improvement center, auto parts store (including rebuilt parts but not installation, repair or rebuilding of parts), similar to an "AutoZone," discount tire stores (e.g., Belle Tire), convenience stores (without gasoline sales and/or car wash as an accessory

use) except as provided in 3.1.9. A retail establishment may combine any number of the uses enumerated under this Section as a permitted use in the Development.

3.1.11 One (1) medical clinic in addition to the Meijer medical clinic for outpatient care.

3.1.12 Personal service establishments, excluding any and all Adult Regulated Uses, that perform services on the premises such as, but not limited to, dry-cleaning drop-off establishments with or without drive-thru service but without on-site processing, watch, radio, television or shoe repair, dress makers and tailor shops, beauty salons, or barbershops, nail salons, day spas, tanning salons, aestheticians, and other health and beauty-related establishments, pet grooming, veterinary hospital (excluding any outdoor kennels), photographic studios, self-service laundries, printing or copy centers and similar establishments, and dry-cleaning drop-off establishments with or without drive-thru service but without on-site processing; however the total number of establishments using drive-thru window service in the Development shall be limited as set forth in Section 3.1.16 of this Agreement.

3.1.13 Rental and sales of videos, compact discs, records, DVD's and similar items.

3.1.14 Any service establishments that require a retail adjunct, such as an office, showroom or workshop of an electrician, decorator, dressmaker, tailor, baker, painter, upholster or an establishment doing radio or home

appliance repair, photographic reproduction, and similar service establishments.

3.1.15 Restaurants, or coffee houses, with or without outdoor seating and dining areas and including establishments with drive-through service ; however the total number of establishments using drive-thru window service in the Development shall be limited as set forth in Section 3.1.16 of this Agreement. All outdoor seating and dining areas, if any, shall comply with the restrictions as detailed in the Final Plan and as follows:

3.1.15.1 Location. All outdoor seating and dining areas shall be located immediately adjacent to the establishment with which it is associated. Outdoor seating and dining areas shall not encroach upon any public right-of-way. A minimum of five (5) feet of sidewalk shall be maintained free of tables and other encumbrances.

3.1.15.2 Defined Area. If alcoholic beverages are to be served, outdoor seating and dining areas must be enclosed by a barrier a minimum of three and a half (3.5) feet above the ground. The barrier must be decorative and cannot restrict visibility in or out of the area. The barrier may be constructed of permanent or temporary materials, that are compatible with the architectural character of the main establishment, subject to approval by the Planning Commission. The required barrier must meet all current fire codes, subject to review and approval of the Fire Marshal and must conform to current Michigan Liquor Control Commission Rules and Regulations.

3.1.15.3 Capacity. Outdoor seating and dining areas shall not exceed twenty-five percent (25%) of the total seating for the establishment.

3.1.15.4 Screening. Appropriate screening or fencing complimentary and aesthetically pleasing to the site shall be provided as determined necessary by the Planning Commission.

- 3.1.15.5 Pedestrian Circulation. The seating arrangement of outdoor seating and dining areas must comply with the State of Michigan Building Code and is subject to review and approval by the Hartland Township Fire Marshal.
- 3.1.15.6 Parking Spaces. No additional parking spaces are required to accommodate outdoor seating and dining areas.
- 3.1.15.7 Furniture. Tables, chairs, table umbrellas, railings, planters, posts, and other items shall be of quality design, materials, and workmanship to ensure safety and convenience of users and to enhance the visual and aesthetic quality of the area. All furniture must be made primarily of wood, metal, or a material of comparable quality.
- 3.1.15.8 Waste Disposal. Appropriate waste disposal containers shall be provided for the convenience and sanitary disposal of garbage of waste within and around outdoor seating and dining areas. Containers shall be complimentary to the style of the provided furniture.
- 3.1.15.9 Hours of Operation. All outdoor seating and dining areas, except Outlots #14 and #15, shall be allowed to operate as regulated by the Michigan Liquor Control Commission. Outlots #14 and #15 shall be allowed to operate until 10:00 p.m. Sunday through Thursday and until 11:00 p.m. Friday and Saturday.
- 3.1.15.10 Furniture Storage. If the outdoor seating is closed for 30 days, all tables, chairs, table umbrellas, posts, and other furniture not fastened to the ground shall be removed and shall not be stored outside. It shall be the responsibility of the establishment to secure adequate storage of these items.
- 3.1.15.11 Lighting. Additional lighting on the property shall be designed and erected in accordance with Section 7.09 of the Zoning Ordinance. Lighting shall be reviewed and approved by the Planning Commission.

3.1.15.12 Noise. No music, intercom, or other noise shall be permitted that impacts adjacent properties (see Section 7 of Hartland Township Ordinance No. 49, Nuisances).

3.1.15.13 Patron Entrance and Exit. Patron entrance and exit from the enclosed outdoor seating and dining areas at establishments servicing alcohol may only occur through the main establishment or an approved fire exit, as determined by the Fire Marshal. The approved fire exit shall have an alarm to alert the establishment in the event of unauthorized use when no emergency exists.

3.1.15.14 Food and Beverage Service. All food and beverages shall be prepared within the main establishment. The service of alcoholic beverages is subject to the current Michigan Liquor Control Commission Rules and Regulations.

3.1.16 Drive through service shall be permitted for up to seven establishments within the Development including one drive through for Major A, one for Major B, two for non-restaurant uses, two for restaurants and one drive through for a bagel, donut or coffee shop.

3.1.17 Theaters, health or fitness clubs, including ancillary recreational amenities, indoor billiards/pool, indoor miniature golf, indoor amusement and entertainment establishments, but excluding any adult regulated use and bowling alleys, unless the bowling alley is ancillary to an establishment that includes other uses, such as a restaurant, bar, or other indoor amusement and entertainment facilities (e.g., Lucky Strike).

3.1.18 Banquet halls, hotels and motels.

3.1.19 Garden centers, lawn centers and similar uses that include open-air sales of plant material, lawn furniture, playground equipment and similar

equipment, provided such use meets the requirements of this Agreement and Section 10.02.JJ.7.c of the Hartland Township Zoning Ordinance. No merchandise, products or services may be stored, displayed, or sold from any open-air area other than the enclosed garden center and shall be kept in a manner so as not to exceed the height of the enclosure. Nothing in this subsection shall be construed to prevent the Owners of the Land from seeking a temporary accessory endeavor permit pursuant to the Township's ordinances or obligating the Township to grant such a permit.

3.1.20 Accessory uses, unless prohibited by Sections 3.2 and 3.3, which are clearly or customarily incidental or subordinate to the principal use of the Land, building or structure, to which it is exclusively related.

3.2 *Limitations.*

3.2.1 Delivery of products, goods or merchandise to the Development shall be limited to the period between 6:00 a.m. and 10:00 p.m with the exception that two trucks may deliver products, goods, or merchandise to the Meijer store between the hours of 10:00 p.m. and 6:00 a.m. so long as such trucks are promptly unloaded (i.e., within a maximum of two (2) hours each). Trucks shall not be permitted to idle for more than two (2) hours.

3.2.2 For those deliveries between 10:00 p.m. and 6:00 a.m., the trucks must utilize only Hartland Road (not Rovey Drive) to access the Meijer Center site.

3.2.3 Except for the gas station permitted as part of the Meijer Center and as detailed on the Final Plan, no other gas stations shall be permitted in the Development.

3.3 ***Prohibited Uses.***

3.3.1 No part of the Development shall be used for camping or overnight visitor parking of vehicles, provided, however, that the overnight parking of merchandise delivery trailers in areas of the Development designated for merchandise delivery on the Final Plan or an approved site plan (such as loading dock areas) shall not be prohibited.

3.3.2 No part of the Development shall be used for Adult Regulated Uses as that term is defined by the Hartland Township Zoning Ordinance.

3.3.3 All other uses not expressly permitted by Section 3.1 of this Agreement, shall be prohibited unless first reviewed and approved by the Planning Commission and/or the Township Board as applicable.

3.3.4 Except as permitted either in connection with garden centers, lawn centers and other similar uses as provided under Section 3.1.19 of this Agreement, or as shown on the Final Plan in connection with the convenience store, or pursuant to a temporary accessory endeavor permit, no merchandise, products or services may be stored, displayed, or sold from any open air area in the Development.

3.4 All of the uses set forth in Section 3.1 of this Agreement for the Development on the Land are permitted and are lawful.

3.5 The Final Plan shall be a flexible plan in which the amount of any singular use may vary as the plan evolves at the sole discretion of Owners of the Land, limited to the Permitted Uses, Limitations and Prohibited Uses listed above.

4. **Dimensional Standards.** The Development shall comply with all dimensional, height, setback and bulk regulations of the approved Final Plan, unless amended under Article 29, Section 29.08. In developing the Land, the Owners shall adhere to all applicable building codes and Township ordinances, except as modified in this Agreement and the approved Final Plan. The set back from properties immediately east of the Development can remain as shown on the Final Plan, but the Owners shall provide additional screening in accordance with Article 10, Section 10.02jj of the Township's Zoning Ordinance when and if the adjacent properties are developed for residential purposes. In the event of a conflict between the codes and ordinances of the Township and this Agreement, the terms of this Agreement shall prevail. To the extent this Agreement or the Final Plan conflicts with the Township's Zoning Ordinance, it is understood that the traditional bulk requirements otherwise required by the Township's Zoning Ordinance, including lot coverage ratio and setbacks, shall be deemed to have been set aside in order to achieve certain design objectives pursuant to Article 29.

5. **Parking.**

5.1 The parties agree that paved and banked parking areas, if any, will be provided in accordance with the parking plan that is included in the approved Final Plan, which may be converted to and developed as parking spaces upon review and approval by the Township pursuant to Article 29, Section 29.08.

5.2 The Owners of the Land shall have the right, at their option, to convert a reasonable number of non-handicap parking spaces into additional handicap parking

spaces without requiring the Owners of the Land to obtain approval thereof by the Township.

5.3 Minimum parking requirements shall be as stated in Section 5.01 of the Hartland Township Zoning Ordinance (the "Parking Requirements"), except for the following:

5.3.1 *Shopping Center Cluster Commercial.* One space for each 250 sq. ft. of gross floor area shall be permitted.

5.3.2 *Restaurants.* One space for each 100 sq. ft. of gross floor area shall be permitted.

5.3.3 *Theaters.* One space for every four seats shall be permitted.

5.4 *Shared Parking.* For individual uses, which may own their sites in fee simple, parking may be provided "off-site" within the PD and may be shared with other uses, so long as the PD in its entirety provides sufficient parking for all proposed uses.

5.5 Nothing contained herein shall preclude the Township from amending the Parking Requirements, provided the Township reduces rather than increases the number of parking spaces required by this Agreement.

6. Site Design Standards

6.1 *Architecture & Screening.*

6.1.1 The architectural theme for the Development has been approved and shall be that architectural theme detailed in the Final Plan.

6.1.2 The predominant material of buildings in the Development shall be brick and/or other approved masonry materials on all sides of the building, as shown in the approved Final Plan. Material such as E.I.F.S shall be used sparingly and only as an accent material or where brick may be

impractical. Pilasters, dormer windows, and awnings, without names, logos, advertising or other identifying information of any tenants or owners in the Development, may be used to break up expansive walls. Where rear facades of buildings will be visible from major roadways or internal drives, enhanced architectural elements shall be added as shown in the approved Final Plan.

6.1.3 Spandrel glass may be used to break up long, expansive walls, as shown in the approved Final Plan.

6.1.4 Roofing materials shall be as shown in the approved Final Plan.

6.1.5 All areas identified for a garden center, lawn center or a similar use will be governed by this Agreement and the Site Development standards under Section 10.02.JJ.7.c and shall be constructed and enclosed in accordance with the approved Final Plan.

6.1.6 The development of all outlots will be consistent with the Final Plan. Materials will be similar to those of main structures, viz., primarily masonry, and less desirable materials such as E.I.F.S or rusticated/split face or decorative masonry block will be used sparingly and only to accent the building's facade. Pilasters, dormer windows, and awnings, without names, logos, advertising or other identifying information of any tenants or owners in the Development may be used to break up expansive walls. The placement of signs on outlot buildings shall conform to the Final Plan and this Agreement and shall be consistent with the placement of signs on

buildings Major “A” and Major “B” and on buildings located in Retail Area C and Retail Area D as depicted in the Final Plan.

6.1.7 All dumpsters will be screened from view of public roads by use of a screenwall constructed in accordance with the Final Plan.

6.1.8 Material, Cart Storage and Outdoor Displays. No materials or products stored in any outdoor storage areas, including the pallet and recycling area, if any, shall be stacked or kept so that they exceed the height of the screening walls. Shopping and other carts shall be kept indoors or in storage areas designated on the Final Plan.

6.1.9 In order to permit design of buildings with architectural interest by varying building height, the maximum building height permitted shall be as shown in the approved Final Plan.

6.2 ***Internal Traffic Circulation.*** The Development shall be served by an internal integrated drive, aisle, parking, and pedestrian network. The general alignment for the internal traffic system is specified in the Final Plan, but may be revised pursuant to Section 29.08, as amended, of the Hartland Township Zoning Ordinance depending upon the needs and timing of the uses developed at the time of final site plan approvals.

6.3 ***Pedestrian Circulation.*** Sidewalks will be provided and shall be designed to accommodate pedestrian movements as shown on the Final Plan.

6.4 ***Landscaping, Trees and Grading.*** There shall be unified landscaping throughout the Development designed and installed in accordance with the Final Plan. Substitution of plant materials may be permitted provided the changes are first administratively

reviewed and approved by the Township's planner or landscape architect. Grading shall be allowed in accordance with the Final Plan. The landscaping for outlots 1 through 15, proposed as Phase II in the Final Plan, shall be completed on or before November 30, 2010 regardless whether the outparcel is occupied by a building.

6.5 ***Offsite Landscaping.*** The offsite landscape areas include the M-59 road right of way the M-59 Boulevard; the MDOT storm water detention facility that is located immediately to the west of outlots 6 and 7 as depicted on the Final Plan; the Relocated Hartland Road right of way ("Relocated Hartland Road"), the Relocated Hartland Road Roundabout, as further described in Section 14 of this Agreement; and the 50 foot wide perimeter of the North and South Basins as depicted on the Final Plan, which are components of the Storm Water Maintenance Facilities that are located on the Township's land (the "Township Parcel") within the drainage easement area (the "Easement Area"). The Township Parcel and Easement Area are fully described in the Drainage Easement Agreement between the Township and the Owners of the Land, which is attached as *Exhibit C* and incorporated within this Agreement.

6.5.1 ***Timing.*** The 50 foot wide perimeter of the North and South Basins within the Easement Area and the MDOT storm water detention facility both shall be landscaped as part of Phase I in conformance with the Final Plan with the intention to complete the work by September of 2009. Except for the landscaping of the Boulevard, the landscaping in the M-59 road right of way shall be completed no later than November 30, 2010 in conformance with the Final Plan. The landscaping of the M-59 Boulevard shall be completed concurrently with the M-59 road improvements in

accordance with the Bowers & Rein conceptual landscaping plan attached as *Exhibit D* to this Agreement, which is subject to MDOT review and approval. In the event that MDOT requires changes to the conceptual landscaping plan, the Owners and the Township shall meet in good faith to address the changes required by MDOT, including the substitution, addition or deletion of landscape materials meeting MDOT's specifications.

6.5.2 *Maintenance.*

6.5.2.1. The Owners of the Land shall maintain, repair and replace the landscaping, including all plant materials and grass within the MDOT storm water detention facility area, but excluding the pond or basin, and the 50-foot perimeter of the North and South Basins in the Easement Area. The Owners of the Land will maintain, repair and replace the landscaping, including all plant materials, grass and automatic irrigation in the Relocated Hartland Road right of way and M-59 Road right of way, but excluding the M-59 Boulevard. The terms "maintain", "repair" and "replace", as used in Section 6.5, and all of its subsections, shall include without limitation, (i) weeding, (ii) fertilizing, (iii) mowing the grass, (iv) repair and/or replacement of all damaged, diseased or dead plant materials or grass and (v) repair and/or replacement of any nonfunctioning or damaged automatic irrigation where required by the Final Plan or this Agreement to be installed.

6.5.2.2. Upon completion and dedication of the landscaping improvements

in the Roundabout and the landscaping of the M-59 boulevard, the Owners of the Land shall have no responsibility for maintaining, repairing and replacing the landscaping within the M-59 Boulevard and the Relocated Hartland Road Roundabout. The Owners of the Land, however, shall install the automatic irrigation system and provide for the seasonal operation of the automatic irrigation system within the Roundabout, but the Township shall be responsible for the maintenance, repair and replacement of the landscaping and the automatic irrigation system exclusively serving the Roundabout.

6.6 **Signs.** The signage for the Development shall consist of Monument Signs, ground signs, and wall signs subject to the following:

6.6.1 **Monument Signs.** Up to three Monument Signs as depicted in the Final Plan, two of which may be double-faced, shall be permitted, located and constructed as detailed in the Final Plan.

6.6.2 **Ground Signs.** Ground signs shall be permitted, located and constructed as detailed on the Final Plan.

6.6.3 **Wall Signs.** Wall signs shall be constructed in accordance with the Final Plan and limited as follows:

6.6.3.1 One (1) wall sign per tenant space is permitted on retail sites D, E, F, G, H, I and Major 'C' subject to the following requirements

- (i) Tenants with 0 to 40 feet of building frontage may be permitted two (2) square feet for each lineal feet of building frontage, with a maximum of 60 square feet permitted.

- (ii) Tenants with greater than 40 feet of building frontage may be permitted two (2) square feet for each lineal foot of building frontage up to 40 feet of building frontage, plus 0.25 square feet for each lineal foot over 40 feet, with a maximum for 150 square feet permitted.
- (iii) Not more than two (2) tenants with a minimum of 100 feet of building frontage and a minimum of 15,000 square feet of building area, but less than 18,000 square feet, may install a sign with an area of 150 square feet by right.
- (iv) Tenants with a minimum of 100 feet of building frontage and a minimum of 18,000 square feet of building area, but less than 100,000 square feet may install a sign containing an area of 150 square feet by right.

6.6.3.2 The remaining major retail and outlot buildings may have signage on (2) sides of the building, as long as the total combined square footage of the signage does not exceed the following maximum areas :

- (i) Tenants with 0 to 40 feet of building frontage may be permitted two (2) square feet for each lineal foot of building frontage, with a maximum of 60 square feet permitted.
- (ii) Tenants with greater than 40 feet of building frontage may be permitted two (2) square feet for each lineal foot of building frontage up to 40 feet of building frontage, plus

0.25 square feet for each lineal foot over 40 feet, with a maximum for 150 square feet permitted.

- (iii) If either one or both tenants referenced under subsection 6.6.3.1(iii) do not exercise the right to install a sign with an area of 150 square feet by right, then those rights can be transferred to not more than two (2) tenants with a building containing at least 15,000 square feet, but less than 18,000 square feet of gross floor area, and having a minimum of 100 lineal feet of building frontage, which tenants otherwise have the right to install two (2) wall signs as provided under subsection 6.6.3.2 (ii).
- (iv) Any tenant that occupies a building containing a minimum of 18,000 square feet of gross floor area, but less than 100,000 square feet, and having a minimum of 100 lineal feet of building frontage, has the right to install no more than two (2) wall signs with a combined total face area not exceeding one hundred and fifty (150) square feet;
- (v) Any tenant that occupies a building containing a minimum of 100,000 square feet or more of gross floor area may have signage with an area up to and not exceeding 300 square feet, provided that such tenant shall not have more than eight (8) wall signs and no single wall sign (including the Meijer Store) shall have a face area greater than 150 square

feet, except that the total measurement for the Meijer sign does not include the face area required to dot the letters “i” and “j” and provide for the tail of the letter ‘j’ in Meijer’s name. Only one (1) wall sign may be internally illuminated.

6.6.4 ***Directional Signs.*** In addition to wall signs, Monument signs, and Ground signs, a coordinated system of traffic wayfinding or directional signs, as depicted in the Final Plan, shall be permitted throughout the Development. The traffic wayfinding or directional signs shall not include any names, logos or other identifying information of any tenants or owners in the Development, except for the “Big Boy” directional sign as shown in the Final Plan.

6.6.5 ***Construction Signs.*** During construction, the Owners of the Land may place a total of two temporary signs, one along M-59 and one along Hartland Road, advertising the Development. Each of those signs may not exceed 64 square feet in sign area per side and 10 feet in height. The signs shall otherwise comply with Article 9 of the Hartland Township Zoning Ordinance and shall be removed upon completion of that portion of the Development to which the signs relate or no later than April 30, 2011, whichever occurs sooner.

6.6.6 ***Lighting.*** All parking, accent, pedestrian, building-mounted and other lighting shall be constructed as shown on the Final Plan. Light fixtures shall not exceed 28 feet in height, measured from the immediately

adjacent grade, exclusive of any security cameras mounted on top of any lighting fixture.

6.7 **Storm Water Management Facilities and Best Management Practices.**

The Development is proposed to be serviced as detailed and shown in the Final Plan by certain Storm Water Management Facilities consisting of a forebay, detention pond, pipes, and associated facilities, which may be located above or below ground (collectively the "Storm Water Management Facilities"). The Storm Water Management Facilities are mostly located on the Township Parcel in the Easement Area as described in the Drainage Easement Agreement (*Exhibit C*) and depicted on the sketch of the Easement Area, which is attached as an exhibit to the Drainage Easement Agreement. Some components of the Storm Water Management Facilities, such as the pipes and catch basins that divert the water to the Easement Area, are located on the Land. The reference to Storm Water Maintenance Facilities means all the components of the system regardless of location. The Township has granted the Owners of the Land the easements required for the operation and maintenance of the Storm Water Management Facilities within the Easement Area.

6.7.1 The Owners of the Land shall construct, operate, maintain, repair and replace the Storm Water Management Facilities at their sole cost and expense. In performing such construction, operation, maintenance, repair and replacement, the Owners of the Land shall provide the Township with reasonable notice of any activity on the Township Parcel and shall

reasonably restore the Township Parcel to substantially the condition in which it existed prior to such construction, maintenance, repair or replacement.

6.7.2 The Township has the right to relocate the Easement Area and the Storm Water Management Facilities located within the Easement Area, as fully provided in the Drainage Easement Agreement. In the event the Storm Water Management Facilities and/or the Easement Area is relocated, the obligation of the Owners of the Land to operate, maintain, repair and replace the Storm Water Management Facilities, including those in the relocated Easement Area, shall continue in the same manner as set forth in this Agreement. The right to relocate the Easement Area does not apply to the 20 foot strip of land depicted and described in the Final Plan as the “No Build Area,” and more fully described and depicted in the Drainage Easement Agreement, but the Township shall have the right to relocate the Storm Water Management Facilities, if any, located within the No Build Area under the same conditions set forth in this section and the Drainage Easement Agreement.

6.7.3 The Owners of the Land shall perform reasonable and ordinary maintenance, repair, and/or replacement of the Storm Water Management Facilities, including both components and appurtenant land, necessary to ensure that they continuously perform their designed function as part of the storm water drainage system for the Development and in accordance with the manufacturer’s recommended maintenance schedule. Without

limitation, the Owners of the Land shall ensure that the Storm Water Management Facilities above and below ground: (i) are kept clear and clean; (ii) do not become a public nuisance; (iii) are maintained in a structurally sound condition; (iv) are adequately vegetated and free of significant erosion as applicable; and (v) shall be kept free of woody vegetation and invasive species as further described under Section 6.7.4(i).

In addition the Owners of the Land shall:

- a. limit the use of salt or other deicing practices on the Land to that which is reasonable and customary with due regard for the health, safety and welfare of the public and the environmental impact of such practices.
- b. prohibit the use of phosphorous fertilizer to minimize the impact on near by water courses or impoundments.
- c. ensure that the parking lots located on the Land are swept on a monthly basis and provide proof on an annual basis to the Township.
- d. on an annual basis, inspect inlet and other pipes and inspect rip rap and pipes into the detention basins.
- e. on an annual basis, evaluate sediment accumulation in the forebays. If sediment is over twelve (12) inches, the forebays must be dredged.
- f. on an annual basis, inspect outlets from detention basin for any erosion into the wetland.

- g. on a bi-annual basis, and after a precipitation event, inspect the infiltration basin to ensure the water is percolating through the storm water system.
- h. on a monthly basis, check for trash and debris blocking the inlets and outlets and remove if present.
- i. on a regular basis, check the vegetation in and around the wetland forebay and basin for invasive species, particularly Phragmites and Purple Loosestrife. If invasive species exist, they must be removed immediately, subject to MDEQ or other necessary approvals- to ensure that a minimum of 60% cover of non-invasive wetland vegetation is present. If the cover of non-invasive wetland vegetation or species falls below the 60% minimum, then the area must be reseeded or planted, subject to MDEQ or other necessary approvals.

6.7.4 Any retention and/or detention ponds, basins or structures, either above or below ground shall not be filled, or otherwise altered in a manner, which would reduce their capacity without the consent of the Township.

6.7.5 In the event the Owners of the Land or the “Operator” (as defined in that certain Operation and Easement Agreement by and between Ramco Hartland and Meijer (attached hereto as *Exhibit E*) fail to maintain, repair or replace the Storm Water Management Facilities, the Township shall notify the Owners of the Land, or their successors and assigns, of its

findings, and the Owners of the Land, or their successors or assigns, shall make or cause the Operator to make the required repairs, maintenance, and replacement within the cure period set forth in Section 20 of this Agreement. In the event of an emergency situation, the Township shall not be required to provide the notice and opportunity to cure as provided in this paragraph, and may exercise the rights provided in paragraph 6.7.7 without notice.

6.7.6 If the deficiencies set forth in the notice are not cured within the stated time period, or by any extension granted by the Township, or if an emergency situation exists, the Township may enter onto any portion of the land as necessary and undertake any required maintenance, repair, or replacement of the Storm Water Management Facilities and the cost thereof, plus a reasonable administrative fee, may be assessed against the Owners of the Land or against the Land and collected as a special assessment on the next annual Township tax roll; or may be collected by the Township in accordance with any statutory remedy authorized by law; or by suit initiated against the Owners of the Land. The selection of remedy shall be at the sole determination of the Township and the election of one remedy shall not be a waiver of any other remedy.

6.7.7 The Owners of the Land grant to the Township, a license to enter onto any portion of the Land as necessary to undertake any inspection, required maintenance, repair, or replacement of the Storm Water Management Facilities.

6.7.8 In the event the Land, or any part thereof, is owned by more than one person or entity, any breach of the provisions of this Section 6.7 and its various subparagraphs will be the sole responsibility and liability of the person or entity who or which owns that part of the Land on which the breach or violation occurs, except that all of the Owners of the Land shall be jointly and proportionately responsible and liable, based upon the square footage of land and building that they own, for the construction, operation, maintenance, repair and replacement of the Storm Water Facilities, as set forth in this Agreement and located on the Township Parcel. The mere possession of an ownership interest in a part of the Land shall not, by virtue of such ownership interest alone, subject the non-breaching Owners of the Land or other portions of the Land to penalty, remedy, action or proceeding for such breach or violation.

6.7.9 The Owners of the Land each shall indemnify the Township, and its officers, agents and employees, for any claims for injuries or damages to persons or property or both arising directly or indirectly out of the use of the Easement Area by each of the Owners of the Land, its officers, agents, employees, contractors, lessees or licensees, except to the extent that any such claims arise from the negligent, grossly negligent, or intentional acts or omissions of the Township, its officers, agents or employees or other third parties to whom the Township has granted access to the Easement Area.

7. **Relocation of Sanitary Sewer.** The Owners of the Land will relocate, remove, and demolish the existing sanitary sewer facilities.

7.1 The Owners of the Land will construct a new service building, at its sole cost and expense, to the satisfaction of Livingston County that will be used in conjunction with the relocated sanitary sewer pump station. The new service building will be constructed as detailed on the Final Plan on approximately two (2) acres of the Township Parcel and as described in the Purchase Agreement and collateral documents. Upon completion of the construction and acceptance by Livingston County, the Township will convey the two (2) acres of the Township Parcel and improvements to Livingston County.

7.2 The details concerning the relocation and construction of the new facility, including the granting of access or easement rights is more fully described in the Purchase Agreement and collateral documents.

8. **Preparatory Work.** The parties recognize that the Land requires mass grading, balancing and other preparatory work prior to completing the development and construction of buildings. Therefore, Ramco Hartland and/or the Owners of the Land and/or their agents and contractors, individually and/or collectively referred to herein as "applicant," may apply for and obtain permits for: (a) grading, partial infrastructure construction, water, sanitary sewer and/or other work on all or a portion of the Land to prepare the Land for future development (which future development will be subject to site plan approval), (b) relocation of the cellular tower, but only if the Owner is responsible for the relocation, and (c) removal and demolition of the existing waste water treatment facilities, without the necessity of obtaining preliminary or final site plan approval for that portion of the Land, and, if permitted by Livingston County, without

the necessity of applying for or obtaining building permits. The Township shall review the application and construction/engineering plans and issue the permits for the preparatory work if:

8.1 the proposed preparatory work complies with all applicable Township ordinances and federal and state laws, and

8.2 the applicant submits a complete engineering plan for the work showing the preparatory work for which the applicant seeks the permit, and the Township's engineer approves the plan.

9. **Divisions, Leasing, and Separation of Ownership.** The Owners of the Land shall have the right to sell, lease, ground lease, transfer, assign and/or mortgage all or any parts of the Land. Owners of the Land shall have the right to divide and subdivide the Land and obtain the maximum number of land divisions or subdivisions pursuant to the Michigan Land Division Act and the Hartland Township Land Division Ordinance and to subdivide it, replat it, or subject it to a condominium in accordance with the Michigan Condominium Act, in whole or in part. All such conveyances, divisions, subdivisions, plats and replats and condominium review and approval, shall be in accordance with state law and local ordinances and shall be approved by the Township if they are in accordance with applicable law. In the event that the Owners of the Land shall sell, lease, ground lease, transfer, assign, mortgage, divide and/or subdivide all or any portion of the Development, the terms and conditions of this Agreement shall benefit, be enforceable by, and shall be binding on the successors in title, vendees, lessee, transferees, assignees, mortgages, and beneficiaries of divisions or subdivisions. In such event, this Agreement shall run with the Land and shall be binding upon the Owners of the Land pursuant to Section 26 of this Agreement. All easements that are necessary or reasonably desirable for the Development shall be approved by the Township and shall be recorded at the expense of the

Owners of the Land. At a minimum the Township shall approve, and by execution of this Agreement hereby approves, the easements shown on the attached *Exhibit F*, which is incorporated in this Agreement. The Owners of the Land shall be required, at their expense, to submit an application in accordance with the Township's Ordinances for all such divisions, subdivisions, plats and replats and condominium review and approval.

10. **Creation of the Meijer Property.** The portion of the Land that will be developed as a Meijer store is depicted as Major 'B' in the Final Plan and consists of approximately 20.77 acres of the Land, as more particularly described in the attached *Exhibit G* (the "Meijer Property").

10.1 The Owners of the Land have an easement in the strip of land that is shown and described on the Final Plan as the No Build Area and previously referenced under subparagraph 6.7.3 of this Agreement and in Drainage Easement Agreement attached as *Exhibit C*. The No Build Area is located on the Township's Parcel and is more fully described in *Exhibit C*. No buildings or other structures, except roads, guy wires, or facilities for pedestrian access may be erected in the No Build Area. The Owner's easement in the No Build Area is perpetual and cannot be terminated, modified or relocated without the consent of the easement holders or their successors and assigns.

10.2 The Owners of the Land may, in the exercise of their discretion, request that the Meijer Property be incorporated into one or more tax parcels.

11. **Monitoring Wells.** Subject to permission from the Michigan Department of Environmental Quality ("MDEQ"), the Owners of the Land will close fourteen (14) of the groundwater monitoring wells currently installed on the Land. The Owner of the Land shall

grant a license to the Township to access the remaining monitoring well located on the Land to perform groundwater monitoring required by the Consent Order dated March 14, 2000 and identified as document no: WMD-31-03-00, between the Township and MDEQ.

12. **Off-Site Improvements.** The Owners of the Land have agreed to contribute substantial sums of money to pay for off-site improvements related to the Development and shall not be responsible for any off-site improvements to public roads, public utilities or other public facilities or any costs related to such improvements, unless specifically set forth and agreed to in this or any other governing Agreement signed by all the Owners of the Land. This provision does not limit the Township's otherwise lawful authority to establish any future special assessment districts for public improvements. Likewise, if, in the future, the Township exercises its special assessment authority, the Owners of the Land have not waived any right to object to, or in any manner, challenge any future special assessment district that includes any portion of the Land or to object to, challenge or appeal, the amount of any future special assessment tax.

13. **Clark Road and Dunham Road Improvements.** In order to provide enhanced and adequate traffic circulation around and adjacent to the Development as shown in the traffic impact study submitted in support of PD approval, the Township and Owners of the Land have agreed to improve Clark Road and Dunham Road upon the happening of certain conditions as fully described in the Second Amended and Restated Purchase Agreement, which is attached as *Exhibit H* and incorporated within this Agreement (the "Purchase Agreement"). The Township intends to fund the improvement of Clark Road and Dunham Road in accordance with the Purchase Agreement, but those improvements must take place before the road improvements contemplated under Sections 14 and 15 of this Agreement. Despite any conditions, terms or provisions in the Purchase Agreement to the contrary, if the Township funds the improvements

to Clark Road and Dunham Road, the Owners will participate in the consensual special assessment district described in the Purchase Agreement to reimburse the Township for the improvements. Notwithstanding any conditions or terms of any other agreement, the Owners will reimburse the Township for \$550,000.00 to pay for the improvements to Clark Road and Dunham Road even without the formation of the consensual special assessment district.

14. **Relocation of Hartland Road.** The Owners of the Land will relocate Hartland Road as shown on the Final Plan subject to, and dependent upon, the fulfillment of the “Road Relocation Conditions” contained in the Purchase Agreement. The relocation of Hartland Road will result in a newly configured road (“Relocated Hartland Road”) that runs through the Development and the abandonment and vacation of a portion of the existing Hartland Road that the appropriate authority will convey to the Owners of the Land. If Hartland Road is relocated, the following provisions shall apply to Relocated Hartland Road:

14.1 The Owners of the Land will incorporate in the Development the vacated portion of the existing Hartland Road that the appropriate authority has conveyed to the Owners of the Land.

14.2 The Owners of the Land will install, repair, or replace the landscaping in the right of way of Relocated Hartland Road, and maintain the landscaping by underground automatic irrigation, weeding, fertilizing and mowing the grass. The Owners of the Land also will maintain, repair and replace the portion of the sidewalk appurtenant to the Relocated Hartland Road right of way that they are required to install under the Final Plan. As previously referenced under Section 6.5.2, although the Owners will install the landscaping in the Roundabout, the Township is responsible for the maintenance and

replacement of landscaping and any components of the irrigation system located within and exclusively servicing the Roundabout.

14.3 If the conditions for relocating Hartland Road are fulfilled, the Owners of the Land will dedicate those portions of Relocated Hartland Road that occupy the Land to the Livingston County Road Commission. The Owners of the Land will also dedicate to the County the sidewalk located on the North side of Relocated Hartland Road.

15. **Off-Site Road Improvements for M-59.**

15.1 The Owners of the Land shall contribute money for certain off-site road improvements in order to meet the "recognizable benefit" qualifying criterion for establishment of the Development as a Planned Development ("PD") under Article 29 of the Hartland Township Zoning Ordinance. This is not an offer by the Owners or Developer for conditional rezoning.

15.2 The maximum amount payable ("Maximum Recognizable Benefit Contribution") by the Owners of the Land for improvements to M-59 shall not exceed the lesser of: (a) \$2,600,000.00 or (b) 65% of the estimated cost of the total improvements, including landscaping as contemplated by the Township and as permitted by the Michigan Department of Transportation ("MDOT"), contemplated for M-59 (excluding any present or future improvements to Hartland Road, Dunham Road and Clark Road; and including any costs for design, engineering or similar preparatory costs for the road improvements to M-59 but only to the extent that such inclusion does not cause the Maximum Recognizable Benefit Contribution to exceed Two Million Six Hundred Thousand Dollars [\$2,600,000.00] or such greater number as may be agreed upon by all parties to the special assessment district). The Maximum Recognizable Benefit Contribution shall

include those costs incurred by the Owner as set forth in *Exhibit I*. The Township currently estimates the total cost of improvements to M-59 to be \$4,000,000.00, plus the cost of issuance of the municipal financing. The actual Maximum Recognizable Benefit Contribution payable by the Owners of the Land may be reduced if the final actual cost of improvements to M-59 and the cost of municipal financing is less than \$4,000,000.00.

15.3 The Owners of the Land shall not be required to pay any part of the Maximum Recognizable Benefit Contribution until Livingston County Road Commission (the "Road Commission"), the Township and all other public agencies having jurisdiction, award(s) a contract for the road improvements to M-59 located east of U.S. 23 to approximately Clark Rd. , including landscaping, as approved by the Township and permitted by MDOT, to achieve a total and final traffic solution in accordance with MDOT and Road Commission approval. The Owners of the Land shall not be required to pay any money if the contracts are awarded but road improvements are not thereafter made.

15.4 If the Township, in its sole discretion, determines that the final traffic solution is in the best interest of the public health, safety and welfare, and the Township determines to undertake the final traffic solution to M-59 contemplated by MDOT and the Township, the Township shall finance the Maximum Recognizable Benefit Contribution and establish a special assessment district to spread the Maximum Recognizable Benefit Contribution over a minimum period of 20 years. The Owners of the Land agree to be specially assessed in an amount not to exceed the Maximum Recognizable Benefit Contribution as described and limited herein and shall execute any and all documents necessary to establish a special assessment in accordance with the terms of this

Agreement. The Owners of the Land may, if they so choose, pay such assessment in advance and/or early, without penalty.

15.5 The Maximum Recognizable Benefit Contribution and associated terms and conditions shall be considered separate from and shall not affect or modify any existing special assessments or agreements applicable to the Land, including, but not limited to, existing or future sewer or water special assessments. Except as otherwise specifically described or contemplated herein, nothing in this Agreement shall be construed to prevent the Township from subjecting the parcels to additional special or other assessments as permitted by law, provided however, that there shall be no other or additional special assessments against the Land or Development for the off-site road improvements described in this Agreement for which the Maximum Recognizable Benefit Contribution is being or will be paid.

15.6 The Township and the Owners of the Land acknowledge and agree that the total and final traffic solution is a collaborative endeavor by the Township, the Owners of the Land and developers currently proposing a development on the South side of M-59 known as the "Hartland Marketplace". As part of that collaborative endeavor, the Township intends to enter into a similar agreement with the owners of the Hartland Marketplace parcel for a financial contribution to the total and final traffic solution as contemplated by this Agreement and the Township agrees to use its best efforts to ensure that the Owners of the Land and the owners of the Hartland Marketplace parcel are treated substantially similar.

16. Final Approval of PD. By executing this Agreement, the Township acknowledges that it has granted Ramco Hartland final site plan approval for the Land and

Development, as shown in the attached Final Plan, *Exhibit B*. The grant of final site plan approval applies to the Pattern Book and any other plan, which requires approval as part of the site planning process to move forward with the Development.

17. **Construction of Agreement With Zoning Ordinance.** For purposes of this Agreement and construction, interpretation and application of this Agreement and the Zoning Ordinance to this Planned Development, the provisions of the Hartland Township Zoning Ordinance as they exist on the date of this Agreement shall apply to this Planned Development. If an amendment to the Final Plan is sought, then only the amended portion of the Final Plan shall be required to conform with the Hartland Township Zoning Ordinance existing at the time of that proposed amendment to the Final Plan; portions of the Final Plan that are not being amended shall not be required to conform to the changes in the Hartland Township Zoning Ordinance that are amended or adopted after the date of this Agreement. A copy of the Township's Zoning Ordinance, is attached to and made a part of this Agreement as *Exhibit J*. Whenever the consent or approval of either of the parties hereto is required, such consent or approval shall not be unreasonably delayed, conditioned or withheld. Any subsequent petitions or requests for amendments to this Agreement or the Final Plan shall be processed in accordance with Section 29.08 of the Hartland Township Zoning Ordinance, unless subject to administrative review and approval as specified in the Agreement, and shall not be unreasonably delayed by the Township.

18. **Rezoning.** Rezoning is required to establish a PD District. By granting final approval of the Final Plan and executing the Agreement with the Owners of the Land, the Township will be approving an amendment to the Hartland Township Zoning Ordinance and Zoning Map. Upon execution of the Agreement, it shall be recorded in the office of the

Livingston County Register of Deeds. The Township shall rezone the land in accordance with the rezoning procedures set forth in the Zoning Ordinance and the Amendment establishing the PD shall become effective as provided by law.

19. **Compliance with Laws.** In developing the Land, except as otherwise provided above, Owners of the Land, and/or its successors in title, shall adhere to all other codes, ordinances and design standards not in conflict with this Agreement or any site plan heretofore or hereafter approved. It is understood that modifications, deviations, and variances may be requested pursuant to Section 29.08 of the Hartland Township Zoning Ordinance, as amended, by Owners of the Land, and/or its successors in title, to revise the Final Plan.

20. **Effect of Breach.** A material breach of this Agreement by Owners of the Land shall constitute a nuisance per se. In the event of a breach of this Agreement by Owners of the Land, the Township shall notify Owners of the Land of the occurrence of the breach and issue a written notice requiring the breach be cured within thirty (30) days; provided, however, that if the breach, by its nature, cannot be cured within thirty (30) days, Owners of the Land shall not be in breach hereunder if Owners of the Land commences the cure within the thirty (30) day period and/or provides adequate assurances of cure, and thereafter diligently pursues the cure to completion. Failure to cure the breach shall render Owners of the Land liable to the Township in any suit for enforcement for actual costs and damages incurred by the Township including, but not limited to attorneys' fees, expert witness fees and the like. Breach of this Agreement by the Township shall entitle Owners of the Land and/or its successors in interest to immediate injunctive relief, and/ or all other remedies as may be available in law or in equity, including but not limited to mandamus and/or superintending control. The remedies available to Owners of

the Land and/or its successors in interest shall be cumulative, and shall include but shall not be limited to attorneys' fees, expert witness fees and the like.

21. **Integration.** This Agreement, and the provisions of the Purchase Agreement that survive closing, contain the entire agreement between the parties. No statements, promises or endorsements made by either party or agent of either party that are not contained in this Agreement or the Purchase Agreement shall be valid or binding. This Agreement may not be amended except in writing signed by the Owners of the Land or their successors or assigns and recorded in the same manner as this Agreement. Amendment to this Agreement and the Development may be made only as provided by the Township's Planned Development ordinance provisions. Amendments shall become effective only when recorded in the office of the Livingston County Register of Deeds.

22. **Severability.** If any part, term or provision of this Agreement is finally held by the courts to be illegal or in conflict with any law of the State of Michigan or the United States, the validity of the remaining portions or provisions 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 provision held to be invalid.

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 Livingston, State of Michigan.

24. **Non-Waiver.** No waiver of any breach of this Agreement shall be held to be a waiver of any other subsequent breach. All remedies afforded in this Agreement shall be cumulative and in addition to every other remedy provided by law.

25. **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. This Agreement shall bind the heirs, successors, successors-in-title, and assigns of the parties.

26. **Burdens and Benefits Appurtenant.** This Agreement shall run with the Land and bind the parties, their heirs, successors, and assigns. The Owners of the Land shall record this Agreement in the office of the Livingston County Register of Deeds and shall deliver a recorded copy to the Township forthwith. It is understood that the Land is subject to changes in ownership and/or control at any time, but that successors shall take their interest subject to the terms of this Agreement. In the event that the Owners of the Land shall sell, lease, ground lease, transfer, assign, mortgage, divide and/or subdivide all or any portion of the Development, the terms and conditions of this Agreement shall benefit, be enforceable by, and shall be binding on the successors in title, vendees, lessee, transferees, assignees, mortgages, and beneficiaries of divisions or subdivisions. In such event, the Agreement may continue to be binding upon the Owners of the Land, as may be applicable as a matter of law.

27. **Owner Liable.** Except as otherwise provided in this Agreement, in the event the Land, or any part thereof, is owned by more than one person or entity, any breach of this Agreement or violation of any applicable provision of the Ordinances of the Township occurring on any part of the Land will be the responsibility and liability of the person or entity who or which owns that part of the Land on which the breach or violation occurs, and/or the person or entity responsible for the breach or violation, and the mere possession of an ownership interest in the Land or any part of it shall not, by virtue of such ownership interest alone, subject the non-

breaching owners of the Land or other portions of the Land to penalty, remedy, action or proceeding for such breach of violation.

28. **Termination.** Notwithstanding the foregoing, Owners of the Land, for itself and its successors and assigns, retains and reserves the right, at any time prior to the commencement of any grading activities or demolition activities on any portion of the Land, to terminate this Agreement by notifying the Township Clerk in writing. Upon receipt of notice of termination from the Owners of the Land, the Township Board may resolve, at its discretion, to set-aside the approval of the Planned Development and rezoning for this Land, in which event the Planned Development and the rezoning of the Land as provided in this Agreement shall be deemed never to have been approved by the Township.

29. **Owners of the Land's Undertaking.** In applying for the PD zoning classification to the Township, Owners of the Land have stated that Owners of the Land will develop and use the Land in conformance with the provisions set forth in this Agreement, including Voluntary undertakings by Owners of the Land as set forth in this Agreement. Despite any provision in this Agreement to the contrary that imposes any obligation on the successors or assigns of the Owners of the Land, the successors and assigns of the Owners of the Land will not be responsible for the Owners' conformance with Section 6.5.1; Section 6.5.2; Section 6.7.1, as it applies to the initial construction of the Storm Water Management Facilities; Section 8 and Section 11 of this Agreement. The successors and assigns of the Owners of the Land also have no obligation to make any of the construction improvements provided under Sections 13, 14, and 15, and all relevant subparts of those sections, but the successors and assigns will participate in the Special Assessment Districts that will pay for those construction improvements. Nothing herein creates any mandatory obligation to construct the Development.

30. **Undertakings Voluntary.** It is acknowledged and agreed that the Township has not required the proposal and voluntary undertakings and improvements set forth in this Agreement. The Final Plan has been voluntarily offered by Owners of the Land in order to provide an enhanced use and value of the Land, and to protect the public safety and welfare, and, to induce the Township to rezone the Land to the PD zoning classification so as to provide material advantages and development options for the Owners of the Land and its successors in title.

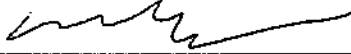
31. **Benefits to Land.** The Final Plan and all of the voluntary undertakings represent actions, improvements and/or forbearances that are directly beneficial to the Land and/or to the development of and/or marketing of development of the Land. The burden of the Final Plan and voluntary undertakings on the Owners of the Land is roughly proportionate to the burdens being created by the Development, and to the benefit which will accrue to the Land as a result of the requirements represented in the Final Plan.


32. **Consideration and Binding Effect.** By execution of this Agreement, Owners of the Land acknowledges that it has acted in consideration of the Township rezoning of the Land to PD, and Owners of the Land agrees to be bound by the provisions of the Final Plan in consideration of the Township rezoning of the Land to PD and its approval of the Final Plan. The action of the Township in entering into this Agreement is based upon the understanding that the intent and spirit of the police power objectives of the Township relative to the Land are embodied in the Development with the undertakings, and would be assured based upon the undertakings, and the Township is thus achieving its police power objectives and has not, by this Agreement, bargained away or otherwise compromised any of its police power objectives. The Township and Owners of the Land acknowledge that they are bound by the terms of this

Agreement. By the execution and performance of this Agreement, the parties to this Agreement do not intend to confer any rights under this Agreement to any third parties that those parties may enforce under this Agreement, or to incur any obligation to any third party, unless the Owners of the Land have a direct contractual relationship with that third party. When such a direct contractual relationship exists, however, the direct and written agreement between the third party and the Owners of the Land shall control their mutual rights and obligations.

33. **Legality.** After consulting with their respective attorneys, Owners of the Land and Township confirm that this Agreement is authorized by and consistent with all applicable state and federal law constitutions, that the terms of this Agreement are reasonable, that they shall be estopped from taking a contrary position in the future, and, that each shall be entitled to injunctive relief to prohibit any actions by the other inconsistent with the terms of this Agreement.

HARTLAND TOWNSHIP, a Michigan
Municipal Corporation

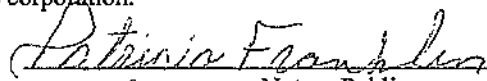
By: 
William J. Fountain
Its: Supervisor

By: 
Ann Ulrich
Its: Clerk

STATE OF MICHIGAN)
) SS
COUNTY OF Livingsston)

The foregoing instrument was acknowledged before me this 23 day of March, 2008,
by William J. Fountain, Supervisor and Ann Ulrich, Clerk of the Township of Hartland, a
Michigan Municipal Corporation, on behalf of the corporation.

PATRICIA FRANKLIN
NOTARY PUBLIC
Oakland County, MI
My Commission Expires
07/31/2012


Notary Public
Oakland County, Michigan
My commission expires: 7-31-2012
Acting in Livingston County

RAMCO HARTLAND, LLC

By: Thomas W. Litzler
THOMAS W. LITZLER
EXECUTIVE VICE PRESIDENT DEVELOPMENT
AND NEW BUSINESS INITIATIVES
Its: _____

STATE OF MICHIGAN)
) SS
COUNTY OF Oakland)

The foregoing instrument was acknowledged before me on March 28, 2008, by Thomas W. Litzler, the authorized representative of Ramco Hartland, LLC, on behalf of the company.

Janet K. Wittich
Notary Public, Macomb County
Acting in Oakland County, Michigan
My commission expires: 2-23-2011

When Recorded, Return To:

Susan K. Friedlaender, Esq.
Honigman Miller Schwartz & Cohn LLP
38500 Woodward Ave., Ste 100
Bloomfield Hills, MI 48304
(248) 566-8448