



# City of Plymouth

## City Commission Regular Meeting Minutes

### Monday, July 6, 2020 - 7:00 p.m.

City of Plymouth  
201 S. Main  
Plymouth, Michigan 48170-1637

www.plymouthmi.gov  
Phone 734-453-1234  
Fax 734-455-1892

#### Meeting was held Lions Park

#### 1. CALL TO ORDER

a. Mayor Wolcott called the meeting to order at 7:00 p.m., followed by the Pledge of Allegiance. The flag bearer for this meeting was Finance Director John Scanlon.

b. Roll call

Present: Mayor Oliver Wolcott, Mayor Pro Tem Nick Moroz, Commissioners Suzi Deal and Ed Krol

Excused: Commissioners Kelly O' Donnell, Marques Thomey, Tony Sebastian

Also present: City Manager Paul Sincock, Attorney Robert Marzano, Public Safety Director Al Cox and various City Department Heads

#### 2. CITIZENS COMMENTS

Vicki Nichol, 337 Joy St., thanked the Commission for action on the sign ordinance.

Ellen Elliott, 404 Irvin St, asked that items 4.c and 4.d be moved to the regular agenda

Bethany Bonwic, 400 Plymouth Rd., asked that smoking be banned in City parks.

#### 3. APPROVAL OF THE AGENDA

Mayor Pro Tem Moroz offered a motion, seconded by Commissioner Deal, to approve the agenda for July 6, 2020.

MOTION PASSED 4-0

#### 4. ENACTMENT OF THE CONSENT AGENDA

a. Approval of June 15, 2020 Regular Meeting Minutes

b. Approval of May 2020 Bills

c. Special Event: Bumpers, Bikes & Bands, Sunday July 19, 2020

d. Special Event: Synergy 2020 Recital- The Show Must Go On, Saturday, September 26, 2020

Items 4.c and 4.d were moved to the regular agenda as items 7.g and 7.h.

Mayor Pro Tem Moroz made a motion, seconded by Commissioner Deal to approve the consent agenda.

MOTION PASSED 4-0

#### 5. COMMISSION COMMENTS

Commissioner Krol mentioned there is a rat problem in the area of McKinley and Carol. He asked if the Police Department had seen any unusual activity as a result of the Fourth of July. Director of Public Safety Al Cox said there was nothing unusual. Commissioner Krol asked whether there will be any more virtual concerts, and DDA Director Tony Bruscatto said the DDA is looking at doing more because the event last week was very successful. Commissioner Deal said the house decorating contest was a success. Mayor Wolcott said he appreciated the great team effort by staff.

## **6. OLD BUSINESS**

### a. Jewell Maple (Saxton's) Development – Rezone to PUD – Final Reading

The following resolution was offered by Commissioner Deal and seconded by Mayor Pro Tem Moroz.

#### RESOLUTION # 2020-49

WHEREAS The City Commission of the City of Plymouth has complete a first and second reading and review of the final PUD plan and rezoning of the properties located at 583, 585 and 587 W. Ann Arbor Trail and 624,674 and 686 Maple St. from B-2 Central Business District, R-1 Single Family Residential and O-1 Office respectively from those zoning classifications to Planned Unit Development (PUD); and

WHEREAS The City Commission is aware that the Planning Commission held a Public Hearing at their September 2019 regular meeting, and approved the final site plan an PUD at their April 2020 meeting; and

WHEREAS The proposed rezoning is supported by the zoning ordinance and is in alignment with the future land use map in the City's Master Plan;

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby approve the rezoning of the properties located at 583, 585 and 587 W. Ann Arbor Trail and 624,674 and 686 Maple St. from their current zoning classifications to Planned Unit Development.

NOW BE IT FURTHER RESOLVED THAT the City Commission of the City of Plymouth does direct the administration to publicize the rezoning and corresponding amendment to the zoning map as required for the rezoning to take effect.

Mayor Pro Tem Moroz thanked the Planning Commission and the Historic District Commission for the work put into this project. Mayor Wolcott echoed his comments

MOTION PASSED 4-0

## **8. NEW BUSINESS**

### a. Lexipol Policy Subscription Service Renewal FY 2020-21

The following resolution was offered by Mayor Pro Tem Moroz and seconded by Commissioner Krol.

#### RESOLUTION # 2020-50

WHEREAS The City of Plymouth operates a Police Department to help protect the public health, safety, and welfare; and

WHEREAS There is a need to ensure that the Department's policies are current and in line with current law and best practices; and

WHEREAS The City Administration has requested the use of the Lexipol Subscription Service to assist with the review of Department policies and procedures and this expense has been budgeted by the City Commission;

NOW THEREFORE BE IT RESOLVED That the City Commission of the City of Plymouth does hereby authorize the purchase of the Lexipol Subscription Service in the amount of \$8,097.00 for the City of Plymouth Police Department. Lexipol Subscription Service is a sole vendor and is recommended by the City Administration.

Commsioner Krol asked if there is a limit of access to the system. Public Safety Director Al Cox said that it is a fixed cost. Mayor Pro Tem Moroz said this is an important tool for a small community like ours.

MOTION PASSED 4- 0

b. PUD Agreement Saxton's Property – Jewell Maple Development

The following resolution was offered by Mayor Pro Tem Moroz and seconded by Commissioner Krol.

RESOLUTION # 2020-51

WHEREAS The City Commission of the City of Plymouth has approved the Jewell Maple LLC Planned Unit Development Project rezoning and final site plan; and

WHEREAS The City Commission and Jewell Maple Development LLC, of Michigan have agreed on terms of the required Planned Unit Development Agreement associated with he project that memorializes the agreements made as part of the PUD proves; and

WHEREAS The City Attorney and legal team has extensively reviewed and approvedthe Planned Unit Development Agreementt and its exhibits including the access and easement agreements contained in the agreement;

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby approve the enclosed Planned Unit Development agreement and its exhibits including the access agreement and necessary easements; and

NOW THEREFORE BE IT FURTHER RESOLVED THAT the City Commission of the City of Plymouth authorizes the Mayor and City Clerk to execute the Planned Unit Development Agreement on behalf of the City.

Mayor Wolcott said the City Attorney's office did a great job with the agreement. Mayor Pro Tem Moroz said any changes have to come back to the City Commission and remarked that the easement maintenance section is very detailed.

**CITY OF PLYMOUTH, WAYNE COUNTY, MICHIGAN**  
**PLANNED UNIT DEVELOPMENT AGREEMENT**

THIS **PLANNED UNIT DEVELOPMENT AGREEMENT** (the "**PUD Agreement**" or "**Agreement**") is made and entered into on this \_\_\_\_ day of July, 2020, by **JEWELL MAPLE DEVELOPMENT, LLC**, a Michigan limited liability company, whose address is 101 N. Main Street, Suite 350, Ann Arbor, Michigan 48104 ("**Developer**"), and the **CITY OF PLYMOUTH**, a Michigan municipal corporation, with its principal address at 201 S. Main Street, Plymouth, Michigan 48170 (referred to as "**City**").

**RECITALS:**

A. Developer and City entered into a Purchase Agreement dated January 21, 2020, as amended (the "**Purchase Agreement**"), wherein Developer has the right to acquire certain real property consisting of approximately .83 acres situated in the City of Plymouth, County of Wayne, and State of Michigan, more particularly described as **Parcel 1 and Parcel 2** on attached **Exhibit A** and commonly known as 583 W. Ann Arbor Trail, 585 W. Ann Arbor Trail, 587 W. Ann Arbor Trail, 674 Maple, and 624 Maple (collectively the "**Purchased Property**") and together with part of the property located at 686 Maple, which approximately .12 acres, owned by an affiliate of Developer and described as **Parcel 3** on attached **Exhibit A**, the "**Property**").

B. Developer desires to (1) rehabilitate the exterior of the building located at 583 and 585 W. Ann Arbor Trail ("**Jewell Blaik Building**"), as approved by the Historic District Commission and (2) construct ten (10) attached, for sale, townhomes on the property now commonly known as 686 Maple, 674 Maple, and 624 Maple ("**Townhome Property**"), and (3) all related infrastructure improvements and amenities on the Property, all of the forgoing sometimes referred to as the "**Jewell Maple Development**" (collectively, the "**Project**").

C. Developer desires to develop the Property as a planned unit development ("**PUD**") in accordance with the provisions of the City's Zoning Ordinance (the "**Zoning Ordinance**") entitled "Planned Unit Development," being Article XXIV of the Zoning Ordinance.

D. Developer submitted a preliminary PUD plan (the "**Preliminary PUD Plan**") for review and approval by the City and its planner, Carlisle Wortman Associates, Inc. (the "**City Planner**"), which was reviewed by the Planning Commission at its meeting on August 14, 2019.

Planner”), which was reviewed by the Planning Commission at its meeting on August 14, 2019. Thereafter, on September 11, 2019, the City’s Planning Commission held a public hearing to discuss the Project. The Planning Commission approved the Preliminary PUD Plan on October 9, 2019.

E. On April 8, 2020 the Planning Commission, in strict compliance with the Zoning Ordinance and with Act 110 of the Public Acts of 2006, as amended, approved the final PUD plan, with conditions, as attached hereto as **Exhibit B** (as approved, the “Final PUD Plan”), finding that such approval properly achieved the purposes of the Zoning Ordinance, including the encouragement of innovation in land use, consistent with the goals and policies of the City’s Master Plan, the long-term protection of historic structures, the promotion of efficient provision of public services and utilities, is in harmony with the zoning district in which it is situated, and shall not be detrimental to the adjoining zoning districts, the reduction of adverse traffic impacts, and the provision of adequate housing and employment.

F. The City Commission has found and concluded that the uses and future development plans and conditions shown on the approved Final PUD Plan, with modifications as may be approved by the City Commission, for the Project are reasonable and promote the public health, safety and welfare of the City, and that they are consistent with the plans and objectives of the City and consistent with surrounding uses of land.

G. The City Commission approved the Final PUD Plan on July \_\_\_\_\_, 2020 (the “Effective Date”).

**NOW, THEREFORE**, Developer and City, for valuable consideration acknowledged between the parties and the mutual promises and covenants contained in this PUD Agreement, **HEREBY AGREE AS FOLLOWS:**

#### **ARTICLE I GENERAL TERMS OF AGREEMENT**

- 1.1 The City and Developer acknowledge and represent that the recitations set forth above are true, accurate and binding.
- 1.2 The City acknowledges and represents that this Agreement may be relied upon for future land use and development of the Property by Developer’s successors, assigns and transferees, as allowed by law and so long as the Developer is in compliance with the terms and conditions of this Agreement and no Developer Default (as defined) is continuing beyond any applicable notice and cure period.
- 1.3 The Final PUD Plan for the Property has been duly approved by the City in accordance with all applicable City ordinances, and depicts the land uses which will be permitted and which may be developed on the Property. All formal actions necessary or expedient to carry out this Agreement shall be taken by the parties without undue delay.

- 1.4 Except as specifically provided for in this Agreement, all development and improvement of the Property shall be subject to and in accordance with all applicable Zoning Ordinance requirements. However, at the time of review of respective site plans for the development of various phases of the Project, deviations or modifications from ordinance regulations have, or may be, agreed upon, subject to the terms and conditions of this PUD Agreement and the City of Plymouth Zoning Ordinances, including, but not limited to, Section 78-318, in which event, such approved deviations shall control.
- 1.5 The Preliminary PUD Plan and the Final PUD Plan shall collectively be referred to herein as the “PUD Plan.” All references in this Agreement to zoning ordinances shall be deemed to refer to the zoning ordinances in effect as of the date of this Agreement. The Project shall not be subject to any additional zoning requirements contained in any amendment or additions to the zoning ordinances that conflict with the provisions of this Agreement and the PUD Plan, provided that all construction and development is completed in compliance with this PUD Agreement and the PUD Plan. For the avoidance of doubt, in the event of any conflict between the Preliminary and Final PUD Plan, the Final PUD is deemed to control. For further avoidance of doubt and notwithstanding that the City owned parking lot is depicted on the PUD Plan, the City owned parking lot is not part of the PUD Plan and Developer and its successors and assigns have no rights or obligations established under this Agreement with respect to such parking lot, except with respect to the access drive in accordance with the Deer Street Access and Maintenance Easement (as herein defined in Section 5.1).
- 1.6 The PUD Plan for the Property identifies the location and configuration of the authorized land-uses that may be developed on the Property, or those that must remain undeveloped.
- 1.6.1 Developer shall not be entitled to make a modification which increases the impact upon adjoining properties or facilities without the approval of City as provided by City Ordinance Sec. 78-318.
- 1.6.2 In those instances in which Developer desires to obtain a modification of the PUD Plan for the Property, any such modification or deviation must be done in accordance with the City of Plymouth Zoning Ordinances, including, but not limited to, Section 78-318. Minor modifications of the PUD Plan may be approved administratively in accordance with Section 78-318 of the Zoning Ordinance.
- 1.7 Notwithstanding the execution and delivery of this Agreement, the parties acknowledge and agree that (a) the City and the Developer’s rights, duties, obligations, and liabilities are contingent upon the Developer purchasing the Purchased Property from the City at the closing under the Purchase Agreement (the “Closing”) notwithstanding the “Effective Date” provided for in this Agreement, (b) if the Closing does not occur under the Purchase Agreement for any reason, other than a default by the City under the terms of the Purchase Agreement, then this Agreement will be null and void and of no further force and effect and (c) in such event, at the request of either party, the other party will

join in the execution and delivery of a written acknowledgment confirming the termination of this Agreement.

**ARTICLE II  
LAND USE AUTHORIZATION AND STANDARDS FOR THE PROPERTY**

- 2.1 The PUD Plan reflects the change in the zoning for the Property from B-2 Central Business District, O-1 Office 1, and R-1 Single Family Residential to Planned Unit Development and constitutes a land use authorization for the following uses, as set forth on the PUD Plan for the Property:
- MU- Mixed Use Including Commercial and Residential
- 2.2 The number of residential units to be permitted on the Townhome Property shall be as follows (all as shown on the PUD Plan for the Property):
- Ten (10) Attached Single-Family Condominium Townhomes
- 2.3 The Property shall only be used for the purposes stated in Sections 2.1 and 2.2 above, including such amenities as may be constructed by Developer in accordance with the Final PUD Plan, including but not limited to, (a) demolish and remove the structure commonly known as the Saxton's Building and located adjacent to the Jewell Blaich Building; (b) refurbish the exterior of the Jewell Blaich Building in accordance with approvals given by the City of Plymouth Historic District Commission; (c) demolish and remove the single family residences located at 686 Maple and 674 Maple; (d) construct ten (10) single-family attached residential dwellings along Maple St.; and (e) construct and install storm water detention; landscaping; lighting; and related infrastructure and utilities as depicted on the PUD Plan.
- 2.4 Additional specifications applicable to the Project, as approved in the PUD Plan, and to be provided by the Developer are:

**ENTIRE PROJECT**

Site Area	.97 +/- acres
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**SINGLE FAMILY ATTACHED RESIDENTIAL**

Setbacks:	Front	33 feet (Maple Street) 23.5 feet (Deer Street)
	Side (least one)	10 feet (east property line)
	Rear	+50 feet
Parking	Regular	6 Spaces for Jewell Blaich Building
	Barrier-free	1 Space
	Town Houses	20 Garage Spaces

- 2.5 The PUD Plan approved by the City permits the following deviations from the Zoning Ordinance:

- (a) Provides density of ten (10) units (nine (9) allowed by Zoning Ordinance);
- (b) Provides a two and one-half foot (2.5') side yard setback on the east property line (ten foot (10') setback required by Zoning Ordinance);
- (c) Provides 1,800 square feet of greenspace (4,500 square feet of green space required by Zoning Ordinance);
- (d) Provides a ten foot (10') landscape strip provided on northern townhome boundaries (fifteen foot (15') landscape strip required by Zoning Ordinance); and
- (e) Allows a clear vision deviation on the southeast corner of Townhome Property (to be addressed through Developer's submitted landscape plan), as approved by the City Engineer.

The above deviations have been approved the City and are permitted as shown by the Developer on the PUD Plan.

### **ARTICLE III LANDSCAPING AND BUILDING IMPROVEMENTS**

- 3.1 Developer shall be responsible for installing and maintaining all landscaping on the Project in accordance with the approved PUD Plan (recognizing that the construction of the Project may occur in phases). Developer shall also be responsible for removing any debris that is deposited in the landscape areas of the Project and shall maintain such areas to ensure that they are free of trash, rubbish or unsightly weeds.
- 3.2 City acknowledges that the landscaping plan shown and included in the PUD Plan is acceptable and considered approved, subject to approval by City Engineer, for clear vision area at the southwest corner of the Townhome Property.
- 3.3 Trash, yard waste and recycling removal shall be handled pursuant to private collection for both the Jewell Blaich Building and the Townhome Property and emptied and disposed of at the responsibility and expense of the Developer.
- 3.4 At the time the Developer has commenced construction and prior to the acquisition of building permits for the Townhome Property the following must be completed and/or provided by the Developer:
  - (a) The Warranty Deed from Developer (or its affiliates) to the City in the form attached hereto as Exhibit C (the "686 Maple Deed") for that portion of property currently part of 686 Maple comprising approximately .02 acres that is needed, pursuant to the approved PUD Plan, for the Deer Street Access and Maintenance Easement (as herein defined in Section 5.1). The 686 Maple Deed will be executed and delivered to the title company conducting the Closing in escrow and

such conveyance by the Developer (or its affiliates) shall be in a form acceptable to the City and at no cost to the City (including survey and title insurance), except the City agrees to process the lot division request of Developer, without charge, upon submission of the required application and surveys by Developer);

- (b) The Deer Street Access and Maintenance Easement (as herein defined in Section 5.1 and attached as **Exhibit D** and executed and delivered to the title company conducting the Closing in escrow) must be recorded with the Wayne County Register of Deeds;
- (c) Jewell Blain Building to pass all required final inspections on the exterior including inspections to confirm adherence to historic rehabilitation work as presented and approved by the City of Plymouth Historic District Commission;
- (d) Posting and keeping in effect all guarantees (bond, letter of credit, cash or certified check) as requested by the City to cover all improvements not normally covered by the building permit and as stated in Section 78-374(a)(4); and
- (e) Proof of execution of any easements necessary for operation of the Project with the City of Plymouth and, if necessary, Wayne County.

Notwithstanding the foregoing, the site improvements, infrastructure and public amenities may be constructed in phases as shown on the PUD Plan. Accordingly, the issuance of building permits, construction of buildings, and issuance of individual certificates of occupancy for each building or townhome on the Townhome Property may occur in sub-phases allowing for staged sequencing, and allowing for the Developer to sell individual townhome units of the Townhome Property and allowing for residents to move in and occupy townhomes as such townhomes are completed. Any guarantees as required under Section 78-374(a)(4) or other bonds required by the City for the Townhome Property construction shall not be released, at the option of City, until all construction is completed, inspections completed, and Developer obtains City certificates of occupancy for each and every townhome unit constructed on the Townhome Property.

#### **ARTICLE IV UTILITIES AND SITE IMPROVEMENTS**

- 4.1 The Developer acknowledges that development of the Townhome Property will require a storm water facilities sufficient to handle storm water drainage in accordance with all City Ordinances, policies and/or requirements. The Developer agrees, at its sole cost and expense, to perform all engineering work, prepare all engineering plans and, as part of the construction of the site improvements, construct all storm water lines, facilities and all sanitary sewer lines, connectors, interceptors and facilities necessary to facilitate development of the site improvements by the Developer. The Developer shall be financially responsible for the design and construction of the stormwater detention facilities within the Townhome Property as shown on the PUD Plan. Developer, its successors and assigns (including the Association with respect to the Townhome

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E. On April 8, 2020 the Planning Commission, in strict compliance with the Zoning Ordinance and with Act 110 of the Public Acts of 2006, as amended, approved the final PUD plan, with conditions, as attached hereto as **Exhibit B** (as approved, the “Final PUD Plan”), finding that such approval properly achieved the purposes of the Zoning Ordinance, including the encouragement of innovation in land use, consistent with the goals and policies of the City’s Master Plan, the long-term protection of historic structures, the promotion of efficient provision of public services and utilities, is in harmony with the zoning district in which it is situated, and shall not be detrimental to the adjoining zoning districts, the reduction of adverse traffic impacts, and the provision of adequate housing and employment.

F. The City Commission has found and concluded that the uses and future development plans and conditions shown on the approved Final PUD Plan, with modifications as may be approved by the City Commission, for the Project are reasonable and promote the public health, safety and welfare of the City, and that they are consistent with the plans and objectives of the City and consistent with surrounding uses of land.

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ENTIRE PROJECT		
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SINGLE FAMILY ATTACHED RESIDENTIAL		
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  - (a) The Warranty Deed from Developer (or its affiliates) to the City in the form attached hereto as Exhibit C (the "686 Maple Deed") for that portion of property currently part of 686 Maple comprising approximately .02 acres that is needed, pursuant to the approved PUD Plan, for the Deer Street Access and Maintenance Easement (as herein defined in Section 5.1). The 686 Maple Deed will be executed and delivered to the title company conducting the Closing in escrow and

such conveyance by the Developer (or its affiliates) shall be in a form acceptable to the City and at no cost to the City (including survey and title insurance), except the City agrees to process the lot division request of Developer, without charge, upon submission of the required application and surveys by Developer);

- (b) The Deer Street Access and Maintenance Easement (as herein defined in Section 5.1 and attached as **Exhibit D** and executed and delivered to the title company conducting the Closing in escrow) must be recorded with the Wayne County Register of Deeds;
- (c) Jewell Blaiçh Building to pass all required final inspections on the exterior including inspections to confirm adherence to historic rehabilitation work as presented and approved by the City of Plymouth Historic District Commission;
- (d) Posting and keeping in effect all guarantees (bond, letter of credit, cash or certified check) as requested by the City to cover all improvements not normally covered by the building permit and as stated in Section 78-374(a)(4); and
- (e) Proof of execution of any easements necessary for operation of the Project with the City of Plymouth and, if necessary, Wayne County.

Notwithstanding the foregoing, the site improvements, infrastructure and public amenities may be constructed in phases as shown on the PUD Plan. Accordingly, the issuance of building permits, construction of buildings, and issuance of individual certificates of occupancy for each building or townhome on the Townhome Property may occur in sub-phases allowing for staged sequencing, and allowing for the Developer to sell individual townhome units of the Townhome Property and allowing for residents to move in and occupy townhomes as such townhomes are completed. Any guarantees as required under Section 78-374(a)(4) or other bonds required by the City for the Townhome Property construction shall not be released, at the option of City, until all construction is completed, inspections completed, and Developer obtains City certificates of occupancy for each and every townhome unit constructed on the Townhome Property.

#### **ARTICLE IV UTILITIES AND SITE IMPROVEMENTS**

- 4.1 The Developer acknowledges that development of the Townhome Property will require a storm water facilities sufficient to handle storm water drainage in accordance with all City Ordinances, policies and/or requirements. The Developer agrees, at its sole cost and expense, to perform all engineering work, prepare all engineering plans and, as part of the construction of the site improvements, construct all storm water lines, facilities and all sanitary sewer lines, connectors, interceptors and facilities necessary to facilitate development of the site improvements by the Developer. The Developer shall be financially responsible for the design and construction of the stormwater detention facilities within the Townhome Property as shown on the PUD Plan. Developer, its successors and assigns (including the Association with respect to the Townhome

Property), shall have the obligation of maintaining the internal stormwater drainage system and provide proof of the same to the City and/or County, as applicable, annually upon request. To evidence such maintenance obligations, Developer shall execute and deliver a separate Stormwater Maintenance Agreement, in mutually acceptable recordable form to be approved and accepted by the City. Should the Developer, its successors, and assigns fail to maintain the system as required by the Stormwater Maintenance Agreement, the City shall have the rights and remedies set forth in the Stormwater Maintenance Agreement. The provisions of the Stormwater Maintenance Agreement may be incorporated in the master deed or other condominium documents for the Townhome Property.

- 4.2 Each principal and accessory building within the Project intended for occupancy shall be connected to public water and sanitary sewer systems, subject to applicable government approvals. Easements for maintenance, repair and replacement shall be granted by the Developer to the appropriate agencies as necessary, and the water and sanitary sewer systems shall be accessible for such purposes, including the provision of ingress and egress. Necessary restoration of the common areas, internal drives, sidewalks etc. resulting from repair of any public utility shall be the responsibility of the Developer, its successors and assigns (including, without limitation, the Association with respect to the Townhome Property). Failure to complete such restoration shall be addressed by the City in the manner provided in Section 5.4 of this Agreement. The fees for water connection and sewer connection shall be paid by the Developer at the prevailing rate and in the customary manner, at the time of application for a building permit(s) for each building shown on the PUD Plan with respect to the Townhome Property.
- 4.3 The Developer shall determine whether all lines, systems and facilities for water, storm water, sanitary sewer, gas, electricity, telephone, cable, communications and all other utilities (collectively "Utility Lines") are of sufficient size and capacity for the development of the Project. During the construction of the Project, the Developer shall construct, improve, expand or otherwise install all Utility Lines of sufficient and adequate size and capacity at the sole cost and expense of the Developer, subject to approval by the City. To the extent practicable and/or as approved by the City, all electric, natural gas, telephone, cable, water, sewer and other utility and communication systems shall be placed underground in accordance with the requirements of the applicable utility provider and applicable State, local and Federal laws. Easements for maintenance, repair and replacement shall be granted by the Developer as requested or as necessary to the appropriate utility providers, including the provision of ingress and egress.
- 4.4 Developer shall provide a complete exterior lighting system for the Project, including and wall-mounted fixtures, in the size, location and type as shown on the PUD Plan. Developer shall also provide a photometric analysis of all property lines to ensure reasonable light levels at the Property lines. This exterior lighting plan and analysis has already been approved by the City (or its consultants).

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- 4.5 Project signage was not provided on the PUD Plan. Any identification and building signs for the Project must be applied for and approved by the City or the City Planner, in the usual manner, and must meet the requirements of the applicable Zoning Ordinances.
- 4.6 Developer shall acquire and pay for all necessary building permits required by the City for development of the Townhome Property and renovation of the Jewell-Blaich Building. The Developer's construction drawings and plans shall comply with all City ordinances and requirements including, but not limited to, review and approval by the City's Engineer and Building Departments.

#### **ARTICLE V ROADS, DRIVES AND SIDEWALKS**

- 5.1 Upon ten (10) days prior written notice from the Developer to the City (the "Easement Notice"), the City and the Developer will execute and deliver that certain access easements with respect to access to the Townhome Property from Deer Street in the form attached hereto as **Exhibit D** (the "Deer Street Access and Maintenance Easement"). The Developer acknowledges and agrees that the City's obligation to execute and deliver the Access Easement is conditioned upon (a) the Developer causing 686 Maple, LLC to deliver to the City the 686 Maple Deed (the "Deeded Land") and (b) evidence that the Deeded Land has been split from the 686 Maple tax parcel and combined with the parking lot parcel owned by the City as reflected in the PUD Plan. The Developer shall submit a complete application and pay to the City the appropriate fee for said tax/parcel split and comply with Ordinance requirements. The City agrees to reasonably cooperate with such tax/parcel split and combination, without charge to process the application only. The Developer agrees to provide the Easement Notice no later than thirty (30) days prior to the anticipated commencement of physical construction of townhome building to be located on the Townhome Property and/or issuance of building permits, which, for avoidance of doubt, the "physical construction of townhome building" does not include taking any actions described in Section 6.1.4 (a), (b) or (c) or creating "green space" on the Townhome Property.
- 5.2 A system of private internal drives and sidewalks shall be established on the Townhome Property as shown on the PUD Plan. Except as otherwise provided in the Access Easement, maintenance and repair of all internal drives, and sidewalks shall be the obligation of the Developer or its successors or assigns. All internal private drives, and sidewalks located within the Townhome Property shall meet the requirements of the PUD Plan and this Agreement. All internal drives and sidewalks located within the Townhome Property shall be maintained, by the Developer or its successors or assigns, in good condition on a regular basis to maximize the useful life of the drives and sidewalks, and to minimize repair and replacement costs.
- 5.3 Developer, or its successor or assigns, shall be subject to the enforcement rights of the City as described in Section 5.4 herein, to assure that the Developer or its successor or assigns, carries out its responsibilities with regard to ongoing maintenance, repair and replacement of the sidewalks and drives within the Townhome Property. The layout,

configuration and geometrics of the internal drives and sidewalks shall be shown on the PUD Plan located within the Townhome Property. Such internal drives, sidewalks, and pathways located within the Townhome Property shall not be considered public roads and/or sidewalks and pathways as defined in the Zoning Ordinances and shall not be designated Rights-of-Way.

- 5.4 In the event that the Developer or its successor or assigns, at any time fail to carry out its responsibilities in regard to restoration, maintenance, repair, and replacement of the private internal drives and sidewalks within the Townhome Property, the City may serve written notice upon the Developer, its successor or assigns (including the Association after the transitional control date), as applicable, setting forth the deficiencies in maintenance, repair or replacement. The notice shall also set forth any demand that the deficiencies be cured within a stated reasonable time period and the date, time, and place for a hearing before the City Commission, or such other board, body, or official delegated by the City Commission, for the purpose of allowing the violating party an opportunity to be heard as to why the City should not proceed with the correction of the deficiency or obligation which has not been undertaken. At any such hearing, the time for curing and the hearing itself may be extended and/or continued to a date certain. If, following the hearing described above, the City Commission, or such other board, body, or official designated to conduct the hearing, determines that the maintenance, repair or replacement have not been undertaken within the time specified in the notice, the City shall thereupon have the power and authority, but not the obligation, to enter upon the Townhome Property, or cause its agents or contractors to enter upon the Townhome Property, and perform such maintenance, repair or replacement as reasonably found by the City to be appropriate in accordance with the terms of this Agreement. The City's costs of performing any such maintenance or cure, together with a surcharge equal to twenty-five percent (25%) to cover administrative costs, shall be assessed to the owner of the Townhome Property at the time such maintenance or cure is performed, placed on the next City tax roll as a special assessment, and collected in the same manner as general property taxes.
- 5.5 Developer, its successors and assigns, hereby irrevocably waive any and all claims of interest, entitlement or right or ability to use the municipal parking lot owned by City adjacent to the Jewell-Blaich Building and the Townhome Property provided the invitees and patrons of the Jewell-Blaich Building can use the municipal parking lot for parking purposes in common with other users, subject to observance of all City ordinances, rules and regulations concerning said parking lot, as well as payment of all charges or fees for usage of the parking lot (applicable to all users), so long the City continues to use such property as a municipal parking lot. Developer, its successors and assigns, acknowledge that the City has the right, in its sole discretion, to change the use, reduce the size, or sell all or part of the municipal parking lot in the future, as well as any other actions within its authority and as owner, and hereby releases and holds harmless the City from any aforementioned claims and any claims for damages or loss related thereto.

**ARTICLE VI  
DEVELOPMENT AND CONSTRUCTION OF THE PROJECT**

- 6.1 Commencement of Construction. Developer shall commence construction and related improvements for the two (2) primary components of the Project being the Jewell Blaich Building and Townhome Property, pursuant to the PUD Plan and all City approved construction plans and subject to issuance of building permits, as follows:
- (a) With respect to the Jewell Blaich Building, no later than one (1) year from the Effective Date of this PUD Agreement; and
  - (b) With respect to the development of the Townhome Property, no later than the eighteen (18) months from the Effective Date of this PUD Agreement.
- 6.1.1 If the Developer fails to commence construction on the Jewell Blaich Building by the deadline stated in Section 6.1(a) above, the Developer may request an extension for a specified period of time, not to exceed one (1) year, to the Planning Commission, pursuant to Section 78-316(b).
- 6.1.2 If the Developer fails to commence construction on the Townhome Property by the deadline stated in Section 6.1(a) above, the Developer may request an extension of time, not to exceed one (1) year, from the City Commission. Such request of the Developer shall be made in writing prior to the deadline. In order for the City Commission to consider and approve the extension request for the Townhome Property, the following conditions shall exist:
- (a) The Developer shall have commenced construction of the Jewell Blaich Building and shall have completed or be diligently pursuing completion thereof;
  - (b) The Developer is not in default under the PUD Agreement;
  - (c) The Developer shall pay the City an extension fee of Ten Thousand and 00/100 Dollars (\$10,000.00);
  - (d) The Developer shall state, in writing, the reasons and good cause for the City granting the extension request; and
  - (e) The existing homes at 686 Maple and 674 Maple have been previously demolished, lots cleared, and areas have been seeded.

- 6.1.3 The commencement of construction for the Jewell Blaich Building means the date on which construction of exterior improvements to the Jewell Blaich Building are actually commenced.
- 6.1.4 The commencement of construction on the Townhome Property means the date the last of the following is actually commenced:
- (a) Demolishing the existing homes at 686 Maple and 674 Maple, clearing such lots and seeding such areas;
  - (b) Fencing and other security measures required by this PUD Agreement;
  - (c) Clearing, grading, land balancing and staking for building foundation; or
  - (d) Actual construction of the site improvements.
- 6.1.5 Upon verification the construction of the Jewell Blaich Building has commenced, upon application by the Developer, the City shall issue a certificate of construction commencement for the Jewell Blaich Building only (a "Jewell Blaich Building Commencement Certificate").
- 6.1.6 Upon verification the construction on the Townhome Property has commenced, the City, upon application by the Developer, shall issue a certificate of construction commencement for the Townhome Property only (a "Townhome Property Commencement Certificate").
- 6.1.7 Upon commencement of construction for each of the two (2) phases of the Project, the Developer shall prosecute construction of that phase with due diligence and shall not permit construction to cease or be halted for more than fifteen (15) consecutive days unless due to an "event of force majeure" (as herein defined).
- 6.2 Construction Quality and Construction Liens. The Developer shall construct all improvements on the Property in a good and workmanlike manner. The improvements shall be constructed free of all liens, except the lien of any lender provided construction financing to the Project to the Developer (the "Construction Lender"), any lender providing permanent financing to the Developer or to any individual owner of a townhome unit in the Townhome Property (a "Permanent Lender"), current taxes and special assessments ("Permitted Liens"). Any construction liens or other liens (other than Permitted Liens) shall be released or discharged by the Developer, or its successors or assigns within thirty (30) days of the date filed by either recording a discharge of lien, filing a statutory bond for the removal of the lien, or insuring over the lien with a title company reasonably acceptable to the City or otherwise addressed in a manner reasonably acceptable to the City.
- 6.3 Construction Schedule and Progress Reports. Prior to the commencement of construction

on the Jewell Blain Building or the Townhome Property respectively, the Developer shall submit a construction schedule to the City, and shall obtain necessary approvals from the City relative to Developer's plans to provide temporary protective measures for surrounding properties, enclosure of the Property for construction activities, usage, staging any request for closure of any roads adjacent to the Property, and similar construction matters as reasonably requested by the City to the extent not otherwise included in the PUD Plan or this Agreement. The Developer shall provide the City, as appropriate, with any modifications or changes to the foregoing, which changes and modifications shall be subject to the reasonable approval of the City, as appropriate.

6.4 Insurance. Until the completion of construction of the Jewell Blain Building and the Townhome Property, the Developer shall procure and maintain in full force and effect the insurance coverages specified in this Section, provide the City with certificates of insurance and upon written request of the City, copies of all policies, amendments and renewals, and include the City, elected and appointed officers/officials, its employees and representatives as additional insureds, and require that all policies not be cancelled, modified or reduced without at least thirty (30) days prior written notice to the City, with deductibles and amounts reasonably approved by the City, if such deductibles and amounts satisfy the requirements of the Construction Lender, and issued by insurance companies licensed to do business in the State of Michigan reasonably approved by the City. All certificates of insurance and requested policies of insurance required under this Section shall be supplied to the City at least fifteen (15) days prior to the commencement of construction and all renewal policies shall be provided to the City fifteen (15) days prior to the expiration of the current policies.

6.4.1 During the construction period and until completion of construction, the Developer shall carry Commercial General Liability insurance on an "Occurrence Basis" with limits of liability of not less than Three Million (\$3,000,000) Dollars (including any umbrella coverage) per occurrence and/or aggregate combined single limit, for personal injury, death, bodily injury or property damage. Such insurance shall cover both on-site and offsite areas, including any construction staging or material storage areas. The insurance coverage shall include subsequent claims based upon events occurring during the construction period. The insurance coverage may be provided by blanket insurance provided such insurance provides for the payment of a scheduled amount of insurance for the Project which cannot be reduced or affected by losses in connection with other properties and the terms and conditions for such blanket insurance are reasonably acceptable to the City. The Developer shall provide the City with copies of all relevant portions of such blanket insurance applicable to the Project, including provisions regarding coverage and exclusions of coverage for the insurance initially procured and all renewals thereof, such blanket insurance shall name the City as additional insured and otherwise comply with the requirements of this Section. The insurance coverage shall include, by way of extension or endorsements, the following: (a) Contractual Liability, (b) Products and Completed Operations, (c) Independent Contractors Covered, (d) Form General Liability extensions or equivalent, and (e) deletion of all Explosion, Collapse and

Underground Exclusions.

- 6.4.2 The Developer shall carry, and shall require all contractors and subcontractors to carry, Workers Compensation insurance, including Employer's Liability coverage in the statutory amounts required under Michigan law.
- 6.4.3 At all times during the construction of the Project, the Developer shall carry a Builder's Risk policy, the Developer shall maintain in full force and effect an "All Risk of Physical Loss" policy insuring the Project against fire, vandalism, malicious mischief, earthquake, and such other perils covered by the broadest form of extended coverage available in the amount of the full replacement value of the improvements for any such component and such insurance policy shall include an endorsement naming the City as an additional insured, as its interest may appear. It is the intent of the Parties that the City shall be entitled to the benefit of such insurance in the event the Property reverts to the City pursuant to ARTICLE VII hereunder. The Developer shall use commercially reasonable efforts to obtain the agreement of any Construction Lender or Permanent Lender to use the proceeds of such insurance for rebuilding subject to normal and customary provisions.
- 6.4.4 The Developer or the Developer's contractor operating motor vehicles in connection with the Project shall carry Motor Vehicle Liability insurance, including Michigan no-fault coverages with minimum limits of Two Million (\$2,000,000) Dollars per occurrence, combined single-limit for bodily injury and property damage. The insurance coverage shall include all owned, non-owned and hired vehicles.
- 6.6 Bonds. The Developer shall secure and deliver to the City all bonds required by the City Ordinances for the issuance of building permits for such improvements, which bonds will be under terms and amounts consistent with the City Ordinances.
- 6.7 Construction Traffic. The Developer shall route all construction traffic to and from the Project along routes set forth in the staging plan (including any modifications) reasonably approved from time to time by the City, and shall abide by all requirements imposed by the City with regard to construction traffic and use commercially reasonable efforts to require all parties involved in construction activities to obey all posted speed limits, warning signs and all traffic and safety laws, ordinances and regulations.
- 6.8 Compliance with Laws. The Developer shall comply with all Laws and all City Ordinances applicable to the construction, ownership, maintenance, operation and use of the Project.
- 6.9 Site Security. During the course of any construction, the Developer shall adequately secure the Property twenty-four (24) hours a day to safeguard and protect the Property from theft and damage and persons from personal injury or death. After commencement of construction and during any active period of construction, the Developer shall fence

the entire perimeter of the Jewell Blain Building or Townhome Property with chain link fencing with a height of six (6) feet as required by the approved staging plan. The Developer shall use commercially reasonable efforts to minimize and control dust and blowing debris from being generated at the Property. The Developer shall periodically remove refuse from and maintain the Property in sanitary and sightly condition. The Developer shall not permit grass and weeds to grow more than six inches in height. The Developer shall maintain, repair and clean all private walkways and areas open to the public on the Property.

- 6.10 Protection of Neighboring Properties. The Developer shall use commercially reasonable efforts to conduct construction activities with minimal disruption to residents and owners of property neighboring the Project including, but not limited to, damage or injury, restriction or limitations of access, noise, vibration, interruption of utilities and related matters. Prior to commencing such construction, the Developer shall take commercially reasonable efforts to cause the construction activities to be adequately and continuously screened from neighboring properties so that the movement of wind-blown debris, dust and soil onto neighboring properties is minimized and controlled. During all periods of construction of the Project, Developer shall "street sweep" the adjacent streets to the Project, as needed to keep such streets clear of debris and dirt. Public sidewalks adjacent to or within the Project shall remain open and free of debris and dirt; provided temporary closures, as approved by the City, will be permitted solely as necessary to protect the pedestrians on such sidewalks..
- 6.11 Indemnity. The Developer hereby indemnifies, defends and holds the City and its elected and appointed officials, employees and volunteers, attorneys, consultants and advisors, agents and representatives ("Indemnified Parties") harmless from and against any and all claims, causes of action, in law or in equity, suits, arbitrations, administrative or governmental proceedings, demands, rights, contracts, agreements, promises, liens, encumbrances, liabilities, personal injuries and deaths, damages, losses, costs or expenses of any nature whatsoever (collectively "Indemnified Claims") which may be imposed upon, incurred by or asserted against the Indemnified Parties arising out of the construction, ownership, maintenance and operation of the Project by the Developer, any violations of Laws or City Ordinances by the Developer or any failure of the Developer to comply with the provisions of this PUD Agreement. Notwithstanding the foregoing, this Indemnity shall not apply to Indemnified Claims resulting from the ultra vires acts of City officials and employees based on willful and intentional conduct, which is arbitrary and capricious and constitutes bad faith.
- 6.12 Streetscape Improvements. The Developer, at its sole cost and expense, shall repair (mill and cap) any areas of Maple Street adjacent to the Townhome Property and the sidewalk adjacent to the Townhome Property that, in each case, are damaged by Developer in connection with its construction activities. Developer shall fully restore any damage to Maple Street and all sidewalks adjacent to the Project to the satisfaction of City, as a result of any work of the Developer in connection with the Project.

- 6.13 Taxes and Assessments. From and after the Closing, the Developer, its successors and assigns, shall pay on or before the date by which penalties are assessed, all real estate taxes and special assessments levied against those portions of the Property owned respectively, by the Developer, its successors and assigns.
- 6.14 Developer Obligations. All obligations of the Developer under this Article VI shall remain in full force and effect concerning the Project during any period in which any phase of the Project is under construction.
- 6.15 Temporary Construction Easement. The City grants Developer a temporary construction easement (the "Temporary Construction Easement") in, under, over and across that portion of the City's property described and defined as the "Temporary Easement Area" (as defined below) for the purpose of providing access to the Developer and its contractors, consultants, subcontractors, subconsultants, materialmen, suppliers, and workers in connection the construction of the townhomes on the Townhome Property, including the staging, storage, transport, and stockpiling of construction materials, soil, equipment and vehicles. The Temporary Construction Easement shall commence upon written request of the Developer to the City at such time as the Developer is ready to commence with construction of the townhomes on the Townhome Property and will continue for so long as construction is actively progressing, but in no event will the Temporary Construction Easement continue for a period in excess of ninety (90) days. Developer shall fence the Temporary Easement Area in a manner consistent with Section 6.9 of this Agreement during the period the Temporary Construction Easement is used and at the expiration of the Temporary Construction Easement shall restore the Construction Easement Area, as required by the City, such Construction Easement Area. City may require issuance of a guarantee pursuant to Section 78-374(a)(4) for such restoration. The Temporary Easement Area is subject to the terms and conditions of this Agreement including, but not limited to, the insurance coverage (Section 6.4) and site security (Section 6.9) and indemnification (Section 6.11). For the purposes of this Agreement, "Temporary Easement Area" means that area depicted on **Exhibit E**.

## **ARTICLE VII EVENTS OF DEFAULT AND REMEDIES**

- 7.1 Default by Developer. Each of the following shall constitute a default ("Developer Default") of the Developer under this PUD Agreement, after giving effect to any applicable notice and cure periods identified:
- 7.1.1 Subject to a force majeure event after the commencement of construction, if the Developer fails, following written notice from the City, to adequately address delays in the Construction Schedule set forth in Section 6.1, as the same may be modified pursuant to Section 6.4.
- 7.1.2 The Developer fails to discharge or address any lien as required by Section 6.2 (which, for avoidance of doubt does not include a Permitted Lien) and such failure remains uncured for thirty (30) days following written notice by the City.

- 7.1.3 The Developer fails to procure and maintain in full force and effect the insurance required by Section 6.5, unless such failure involves only terms and conditions of the policies (other than required insurance amounts, deductibles and coverages) to which the City have provided written objection, in which event the Developer has failed to cure such objections within thirty (30) days after written notice by the City.
- 7.1.4 The Developer fails to pay all real estate taxes and special assessments as required by Section 6.13, defaults on payment to the City of any invoice fees, permit fees, guarantees or bonds for a period of thirty (30) days after written notice from the City, or defaults under of this Agreement or any other contract with the City entered into pursuant to City Charter Section 5.17(a) for a period of thirty (30) days after written notice from the City.
- 7.1.5 In the event the Developer makes any assignment or transfer in violation of ARTICLE VIII.
- 7.1.6 The Developer ceases doing business, makes a general assignment for the benefit of creditors, files a voluntary petition in bankruptcy or for reorganization, files an answer admitting the allegations in any creditor-filed petition for bankruptcy or reorganization, applies for or permits the appointment of a receiver, fails to have any bankruptcy, reorganization or liquidation proceedings instituted against it dismissed within sixty (60) days of filing, is unable to meet its obligations as they become due or otherwise seeks the relief of any federal or state bankruptcy or insolvency laws.
- 7.1.7 The Developer's failure, other than as set forth in subsections 7.1.1 through 7.1.6, to perform any of its obligations under this PUD Agreement, which remain uncured for a period of thirty (30) days following written notice by the City, unless the default cannot be cured through the exercise of good faith and due diligence (including the expenditure of necessary funds), in which event the Developer shall be entitled to an additional period of time to cure as reasonably determined by the City provided and so long as the Developer has diligently commenced the cure within such thirty (30) day period, completion of the cure within the thirty (30) days was not avoidable by the exercise of due diligence, and the Developer continues to prosecute the cure with due diligence and in good faith.
- 7.2 Default Remedies of the City. Upon an occurrence of a Developer Default, the City shall be entitled to the rights and remedies provided by Sections 7.2.1, 7.2.2, or 7.2.3. The rights and remedies under each of Sections 7.2.1, 7.2.2, and 7.2.3 shall be the sole and exclusive remedies of the City for each Developer Default expressly specified in such sections.

7.2.1 Failure to Commence Required Construction. If the basis of a Developer Default is the failure to commence construction of either phase of the Project as described in Section 6.1.3 or 6.1.4(a), then the City shall be entitled to the following remedies, as its sole and exclusive remedies for such Developer Default:

- (a) Specifically enforce the obligations of the Developer under this PUD Agreement.
- (b) Terminate the Developer's rights under this PUD Agreement, without releasing the Developer of its obligations under this PUD Agreement required to be performed prior to and including the date of termination, which shall survive such termination.
- (c) To effect a Reversion Event under Section 7.3.
- (d) Recover all damages to the City resulting from such Developer's Default subject to this Section 7.2.1.
- (e) Withhold the performance of any obligations of the City under this PUD Agreement.
- (f) Be entitled to all other remedies available at law or in equity.
- (g) The foregoing remedies of the City shall be cumulative and the exercise of any one or more remedies shall not preclude the exercise of any other remedies.

7.2.2 Failure to Commence Construction of the Townhomes. If the basis of a Developer Default is the failure to commence construction of the townhomes under Section 6.1.4(b), (c) or (d), then the City shall be entitled to effect a Reversion Event under Section 7.3 with respect to the Townhome Property as its sole and exclusive remedy for such Developer Default.

7.2.3 Other Developer Defaults. If the basis of the Developer Default is the occurrence of an event not covered by Sections 7.2.1 or 7.2.2, then the City shall be entitled to the following remedies, as its sole and exclusive remedies for such Developer Default:

- (a) Specifically enforce the obligations of the Developer under this PUD Agreement.
- (b) Terminate the Developer's rights under this PUD Agreement, without releasing the Developer of its obligations under this PUD Agreement required to be performed prior to and including the date of termination, which shall survive such termination.

- (c) Recover all damages to the City resulting from such Developer's Default subject to this Section 7.2.3.
- (d) Withhold the performance of any obligations of the City under this PUD Agreement.
- (e) Be entitled to all other remedies available at law or in equity.
- (f) The foregoing remedies of the City shall be cumulative and the exercise of any one or more remedies shall not preclude the exercise of any other remedies.

### 7.3 Reversion Event

- 7.3.1 If the Developer fails to timely cure a Developer Default covered by Section 7.2.1 or 7.2.2 of this Agreement (a "Reversion Default") for which the City intends to seek a reversion, then the City shall provide the Developer with written notice (a "Reversion Default Notice") that the City intends to record a notice with the Wayne County Register of Deeds (which notice shall be in accordance with MCL § 565.451a), confirming the reversion of the either or both (as further provided in this Agreement) of the Jewell Blain Building or the Townhome Property (such portion of or both being the Property subject to reversion, the "Reversion Property") to the City due to a Reversion Default ("Reversion Notice"), unless the Reversion Default is cured within ten (10) business days after the Developer's receipt of a Reversion Default Notice. The recorded Reversion Notice shall provide evidence that fee simple title to the Reversion Property has automatically reverted to the City pursuant to the fee simple determinable conveyance by the City to the Developer. As further evidence of the reversion of title to the City, the City shall be entitled to exercise the irrevocable power of attorney provided by the Developer to the City in the form attached as **Exhibit F** to execute on behalf of the Developer the Covenant Deed in the form attached as **Exhibit G** for purposes of confirming the reversion of the Reversion Property to the City.
- 7.3.2 In the event of a reversion of the Reversion Property pursuant to Section 7.3, the Developer shall deliver possession of the Reversion Property to the City, free and clear of all tenancies, rights of occupancy, or other rights of possession created by or resulting from the acts or omissions of the Developer or the Developer's interest in the Reversion Property. The Developer shall, at its sole cost and expense, clear title to the Reversion Property of all delinquent real estate taxes and special assessments, liens and mortgages, security interests or any other adverse interest, whether voluntary or involuntary other than those set forth in the title insurance policy for the Property obtained by the Developer as part of the Closing (the "Existing Encumbrances") so that title is in the same condition as when conveyed by the City to the Developer. The Developer, at its sole cost and expense, shall provide the City with an Owner's Title Insurance Policy issued by

a title company satisfactory to the City insuring marketable, insurable, fee simple title to the Reversion Property in the same condition as when conveyed to the Developer, subject to the Existing Encumbrances and any easements granted by the Developer as required or contemplated herein. In the event the Developer fails to provide such Owner's Title Insurance Policy, the City shall obtain such at the cost of the Developer and the Developer shall immediately reimburse the City for the cost thereof upon written request. In the event the Developer fails to clear title as required by this Section, or pay any other amounts, costs and expenses required of Developer hereunder, the City may pay or escrow all such amounts, expenses and costs necessary to clear such title and pay any other amounts, costs and expenses required of Developer hereunder and the Developer shall immediately reimburse the City for all such amounts incurred in connection therewith upon written request. The Developer shall indemnify, defend and hold the City harmless from and against any and all mortgages, liens, encumbrances (other than Existing Encumbrances and any easements granted by the Developer as required or contemplated herein), claims and liabilities (including claims for personal injury, death and property damage) against the Reversion Property subject to reversion created or arising from and after the Closing Date. The Developer shall execute any and all reasonable documents, perform all reasonable obligations and take all other reasonable actions necessary to effect the reversion and fulfill the intent of this Section. Any unsatisfied obligations of the Developer under the prior sentence this Section shall survive the reversion of title to the City and the termination of this Agreement. If the City exercises its reversion right, the City shall refund to the Developer within ten (10) days after recording the Reversion Notice the net amount of the purchase price under the Purchase Agreement allocated to the Purchased Property subject to the reversion less the reasonable costs incurred by the City in securing and readying (including demolition of site improvements if appropriate) the Property for sale and those amounts and expenses either paid or escrowed, as provided hereunder.

- 7.3.3 The City acknowledges and agrees that, notwithstanding anything contained in this Agreement to the contrary, the City's exercise of the right of reversion is subject to the following: (i) in the event the City invokes the right of reversion for failure of the Developer to commence construction as to the Jewell Blaich Building, the City, at its option, may take action against both the Jewell Blaich Building and the Townhome Property; (ii) however, in the event the Developer has commenced construction as to the Jewell Blaich Building, but defaults on its obligation to commence construction as to the Townhome Property, pursuant to Section 6.1.4, the City's right to exercise the right of reversion shall only apply against the Townhome Property and not the Jewell Blaich Building. The City further acknowledges and agrees that its right of reversion with respect to the Townhome Property does not include the real property commonly known as 686 Maple, Plymouth MI (being property not acquired by the Developer from the City), any reversion of the Townhome Property will specifically exclude the real property commonly known as 686 Maple, Plymouth MI, and for the purposes of this Section 7.3 any reference to the Townhome Property will exclude the real

property commonly known as 686 Maple, Plymouth MI. The City further agrees that upon the written request of the Developer in connection with, or following the delivery of, a Townhome Property Commencement Certificate or Jewell Blairoh Building Commencement Certificate, the City will execute and deliver an acknowledgment in recordable form that indicates the Jewell Blairoh Building or the Townhome Property, as applicable, are no longer subject to the right of reversion contained in this Agreement.

- 7.4 Default Remedies of the Developer. If the City fails or neglects to perform a covenant or obligation on its part to be performed under this PUD Agreement after the notice and opportunity to cure required by this Section 7.4 has been given to the City, the Developer's sole and exclusive remedies shall be as follows: (a) if the default involves the failure to provide consents or approvals, then an extension of the construction commencement dates pursuant to Section 6.1 and the right to seek specific performance of the issuance of such consents or approvals as permitted in this Section 7.4, and (b) if the default involves a failure other than providing consents and approvals, then (i) the right to seek the recovery of Damages (as defined herein). The City shall not be in default in any term or condition of this PUD Agreement, unless and until, the Developer has provided the City with written notice that the City has failed to comply with an obligation of the City under this PUD Agreement and the City has failed to cure such within thirty (30) days of written notice, unless the nature of the noncompliance is such that it cannot be cured with due diligence within such thirty (30) day period, in which event the City has failed to commence the cure within such thirty (30) day period and thereafter diligently pursue the cure. The Developer shall be entitled to (i) specifically enforce this PUD Agreement only with respect to approvals, consents and issuance of permits or certificates contemplated herein or the execution (or release from escrow) of any documents required hereunder or (ii) recovery of Damages (as defined herein), but will not be entitled to pursue any other remedy available at law or in. Damages shall mean only the reasonable, direct third party expenses actually paid by the Developer from and after the Effective Date until the date of default for the survey, architectural fees and expenses, consulting fees and expenses, title costs, reasonable legal fees and application and loan commitment fees, but in no event in excess of the amount of Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) together with all losses, costs, expenses and damages available under applicable law. The following shall be conditions precedent to the Developer's right to seek recovery of Damages against the City: (aa) all of the conditions precedent in Section 6 required by the Developer to be completed at such time have been satisfied or tendered, and (bb) the default by the City must have been based upon willful and intentional conduct which is arbitrary and capricious or constitutes bad faith, unless the City's default prevents these conditions from being satisfied. The Developer acknowledges its understanding that the City, and its boards and commissions are separate entities and the City has no authority over such boards and commissions in the granting of approvals, permits or other functions and the Developer waives any claims, damages or disputes against the City arising out of any City board or commission refusal or failure to issue any approval or permit required for the Development of the Project that conforms with applicable law.

- 7.5 Conveyance of Plans. If any Reversion Property reverts to the City, the Developer shall, within five (5) business days of written request by the City, without any charge to the City convey, without any representation or warranty, including, without limitation, as to completeness or accuracy, all plans, and all other studies, reports, tests, engineering work, surveys, design and construction plans, working drawings and all other materials pertaining to the component of the Reversion Property in the possession of or owned by the Developer.
- 7.6 Non-Liability of City Officials and Employees. No City or City official, officer, employee, board member, council member, elected or appointed official, attorney, consultant, advisor, agent or representative, shall be personally liable to the Developer for any default or breach by the City of any obligation under this PUD Agreement or in any manner arising out of the performance of this PUD Agreement by any Party or the Project.

#### ARTICLE VIII TRANSFER OR ASSIGNMENT

- 8.1 Transfer Restrictions. Prior to the first to occur of: (i) completion of construction of the Project in accordance with this PUD Agreement, or (ii) reversion of the Townhome Property, the Developer shall not transfer the Property or any portion thereof, including the improvements constructed or being constructed or any interest therein, without the prior written consent of the City, which consent may be withheld at the sole and absolute discretion of the City, except, however, that the Developer may transfer the Property and assign its rights and obligations hereunder upon written notice to the City to an entity affiliated with the Developer named herein and controlled by Michael Ferrantino (a "Related Party"). The Developer will also be entitled to (a) grant a mortgage lien and provide an assignment of the Developer's interest in this PUD Agreement for security purposes only to a Construction Lender or Permanent Lender, which such assignments will be expressly subject to Section 11.3 hereunder and (b) convey individual units of the townhomes constructed on the Townhome Property to purchasers as and when such individual units are completed. Upon any transfer of either the Jewell Blaich Building or the Townhome Property to such Related Party, the Related Party will execute and deliver a joinder to this Agreement in the form attached hereto as **Exhibit H** and upon such execution and delivery, the Related Party will assume the Developer's further liabilities and obligations under this Agreement with respect to either the Jewell Blaich Building or the Townhome Property, as applicable, transferred to such Related Party. Furthermore, for avoidance of doubt, (a) upon the Jewell Blaich Completion (as defined in Section 11.3) the restrictions or limitations contained in this Section 8.1 will not apply and (b) a upon completion of the construction of the townhome units on the Townhome Property and the occurrence of the transitional control date under the Michigan Condominium Act, the Developer will be entitled to assign and the Association shall be entitled to, and/or be deemed to have, assumed any remaining obligations and liabilities of the Developer under this Agreement with respect to the Townhome Property, as provided under law.

- 8.2 Responsibility for Completing Project. Consistent with Plymouth Ordinance Section 78-311(6), the Developer identified herein shall be the entity having responsibility for completing the Project in compliance with Article XXIV (Planned Unit Development) of the Plymouth Zoning Ordinance and until such time as the sooner of completion of construction of the Project in accordance with this PUD Agreement, or (ii) reversion of the Townhome Property, the Developer named herein shall remain under the ownership and control of Michael Ferrantino.

## ARTICLE IX NOTICES

- 9.1 All notices, consents, approvals, requests and other communications, herein collectively called "Notices," required or permitted under this PUD Agreement shall be given in writing, signed by an authorized representative of the City or Developer and mailed by certified or registered mail, return receipt requested, personally delivered, sent by overnight courier or sent by facsimile transmission to a Party as follows:

To City:                    Paul Sincock  
                                  City Manager  
                                  City of Plymouth  
                                  201 S. Main St.  
                                  Plymouth, MI 48170

With copies to:        Dennis G. Cowan, Esq.  
                                  Plunkett Cooney  
                                  38505 Woodward Ave., Suite 100  
                                  Bloomfield Hills, MI 48304

and

                                  City Attorney  
                                  City of Plymouth  
                                  201 S. Main St.  
                                  Plymouth, MI 48170

To Developer:         Jewell Maple Development  
                                  Attn.: Michael Ferrantino  
                                  101 N. Main St., Suite 350  
                                  Ann Arbor, MI 48104

With copies to: Kevin T. Block, Esq.  
Kerr, Russell and Weber, PLC  
500 Woodward Ave., Suite 2500  
Detroit, MI 48226

All such notices, certificates or other communications shall be deemed served upon the date of personal delivery, the day after delivery to a recognized overnight courier or two days after mailing by registered or certified mail. Any Party may by notice given under this PUD Agreement designate any further or different addresses or recipients to which subsequent notices, certificates or communications hereunder shall be sent.

#### **ARTICLE X MODIFICATION**

10.1 Neither this Agreement nor the PUD Plan (except for minor modification pursuant to Section 78-318 of the Zoning Ordinance) may be modified, replaced, amended or terminated without the prior written consent of the parties to this Agreement, or any successors of the parties hereto. However, except as otherwise expressly modified by this Agreement, the City retains all rights set forth in its Zoning Ordinances, including, but not limited to, those set forth in Article XXIV, Section 78-318. Developer and City shall together be entitled to modify, replace or amend this Agreement, with the consent of Developer's mortgagee (if any), but without the consent of any other person or entity, regardless of whether such person or entity now or hereafter has any interest in any part of the Property, including subsequent purchasers, or their tenants, their mortgagees or others. Any such amendment or modification shall be approved by resolution of the City Commission, memorialized by written instrument executed by the Mayor, City Clerk and Developer, and recorded with the Wayne County Register of Deeds. If the Developer desires to obtain a modification of the Final PUD Plan, any such modification or deviation must be done in conformance with the City of Plymouth Zoning Ordinances, including but not limited to, Section 78-318.

#### **ARTICLE XI MISCELLANEOUS**

- 11.1 In the event of any conflict between the terms and provisions of this Agreement (including the attached PUD Plan for the Project) and the provisions of the Zoning Ordinance, or other City ordinances, rules or regulations, the provisions of this Agreement shall control. In the event of a conflict between the Preliminary PUD Plan and the Final PUD Plan, the Final PUD Plan shall control. In the event of a conflict between the terms of this PUD Agreement and the Final PUD Plan, the Final PUD Plan shall control.
- 11.2 The undersigned parties acknowledge that the conditions imposed upon the development of the Property are reasonable and necessary to ensure that public services and facilities affected by the proposed land use or activity will be capable to accommodating increased service and facility loads caused by the land use or activity, to protect the natural

environment and conserve natural resources and energy, to ensure compatibility with adjacent uses of land, and to promote the use of land in a socially and economically desirable manner.

- 11.3 This PUD Agreement, including the uses approved on the PUD Plan for the Project, are for the benefit of the Project, shall run with the land, and be binding on, and inure to the benefit of, any successors or assigns of the parties to this Agreement. All obligations of the Developer under this PUD Agreement and any subsequent obligations created as a result of approvals by the City shall survive and no obligation of the Developer shall be considered waived by the City unless expressly done so in writing. Furthermore, once Developer has completed the construction of the improvements to the Jewell Blaich Building in accordance with this Agreement and received any required certificate of occupancy (the "Jewell Blaich Completion"), the Developer, inclusive of any Related Party will be entitled to assign, sell, transfer or encumber the Jewell Blaich Building without restriction imposed by this Agreement, provided: (a) the Developer is not in default under any term or condition of this Agreement with respect to the Jewell Blaich Building; (b) the Developer has timely paid all real estate taxes and other obligations to the City; and (c) any indemnification or other obligation of, or restriction imposed on, the Developer under this Agreement with respect to the Jewell Blaich Building which by their terms are continuing obligations shall continue with respect to the Developer including, but not limited to, Sections 5.5, 6.11, 7.4 and 7.6. Upon written request of the Developer, the City will join in the execution of an acknowledgment, in recordable form, confirming the foregoing. Notwithstanding the foregoing, the Developer, its successors and assigns, are bound to observe all requirements of the Historic District Commission and the local Historic District Act and any City of Plymouth Codes or ordinances dealing with the City of Plymouth Historic District with respect to the Jewell-Blaich Building.
- 11.4 Unless this Agreement specifically provides to the contrary, the Developer (or the Association, if applicable and subject to Section 11.12 hereunder) is responsible for paying all costs associated with any of its obligations specified in this Agreement and all aspects of the Project.
- 11.5 Prior to commencing construction on any phase of the Project, Developer shall obtain and pay for all necessary permits and approvals from all applicable municipal, state or federal authorities with jurisdiction over the Project or any aspect thereof, which are necessary to undertake that particular phase of the Project.
- 11.6 The signers below on behalf of Developer represent by their signatures that they represent and have authority to bind all owners of legal and equitable title to the Property (subject to Closing and Developer receiving title to the Purchased Property from the City in accordance with the terms of the Purchase Agreement).
- 11.7 The City represents and warrants that signers below on behalf of the City have the authority to bind the City to the terms of this Agreement.

- 11.8 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.
- 11.9 It is the parties' intent that this Agreement shall be recorded with the Wayne County Register of Deeds. The Developer is responsible for recording this Agreement with the Wayne County Register of Deeds and shall pay all costs associated with the recording of this Agreement.
- 11.10 The City shall reasonably cooperate with prompt issuance of building permits after all the requirements for the issuance of building permits have been met and the City of Plymouth agrees to assist and facilitate the issuing the permits even if tax parcel numbers have not necessarily been assigned to all proposed units at the time requested.
- 11.11 For the purposes of this Agreement, a force majeure event, event of force majeure or words of similar import means an event that prevents a party performance hereunder as a result of any acts of God, governmental action (including any so called "stay at home" or quarantine orders, which prohibit construction as contemplated and under this Agreement), riots, war (whether by formal declaration or informal action), strikes, lockouts, terrorism, fire, flood, hurricane, typhoon, earthquake, or lightning.
- 11.12 Developer will be entitled to assign to the condominium association established for the Townhome Property (the "Association") any continuing obligations and liabilities of the Developer under this Agreement with respect to the Townhome Property, including, without limitation, landscaping of common areas, trash, yard waste and recycling responsibilities, maintaining the internal stormwater drainage system, and maintaining internal drives and sidewalks, subject to satisfaction of each of the following conditions (a) the Developer has completed the construction of the townhome units on the Townhome Property and obtained a certificate of occupancy for each of the units, (b) no Developer Default has occurred that has not been cured or waived in accordance with the terms of this Agreement, (c) provided that any covenants or agreements limiting Developer's actions against the City, and any restrictions imposed on the Developer under this Agreement, shall be continuing obligations with respect to the Developer including, but not limited to, Sections 5.5, 6.11, 7.4 and 7.6; (d) Developer has paid and is not in default of all real property taxes due and any and all other obligations due to the City (whether or not declared as a default by the City); (e) the transitional control date under the Michigan Condominium Act with respect to the condominium development on the Townhome Property has occurred, and (f) the Association has expressly assumed the continuing obligations and liabilities of the Developer with respect to the Townhome Property under this Agreement in a writing reasonably acceptable to the City, which is executed and delivered prior to any assignment.

*Signatures begin on Page 26.*

APPROVED by Developer and City this \_\_\_\_ day of \_\_\_\_\_, 2020.


**"DEVELOPER"**

**JEWELL MAPLE DEVELOPMENT,**  
a Michigan limited liability company

By:   
Michael Ferrantino  
Its: Manager

STATE OF MICHIGAN     )  
COUNTY OF WAYNE    )

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of June, 2020  
by Michael Ferrantino, Manager of Jewell Maple Development, a Michigan limited liability  
company.

  
Printed Name: Laura M. Roulier  
Notary Public: Wayne County, Michigan  
My commission expires: 2-6-2025  
Acting in Wayne County, Michigan

Laura M. Roulier  
NOTARY PUBLIC - STATE OF MICHIGAN  
County of Wayne  
My Commission Expires 2/6/2025  
Acting in the County of Wayne

*Signatures continued on Page 27.*

*Signatures continued from Page 26.*

**CITY OF PLYMOUTH,**  
a Michigan municipal corporation

By: \_\_\_\_\_  
Oliver Wolcott  
Its: Mayor

and

By: \_\_\_\_\_  
Maureen Brodie  
Its: Clerk

STATE OF MICHIGAN     )  
COUNTY OF WAYNE     )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of July, 2020 by Oliver Wolcott, Mayor, and Maureen Brodie, City Clerk, of the City of Plymouth, a Michigan municipal corporation, for and on behalf of such municipal corporation.

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Notary Public: \_\_\_\_\_ County, Michigan  
My commission expires: \_\_\_\_\_  
Acting in \_\_\_\_\_ County, Michigan

This document prepared by:

Dennis G. Cowan, Esq.  
Plunkett Cooney  
38505 Woodward Ave., Suite 100  
Bloomfield Hills, MI 48304

When recorded return to:

Robert Marzano, Esq.  
City Attorney  
City of Plymouth  
201 S. Main St.  
Plymouth, MI 48170

MOTION PASSED 4 – 0

c. Amendment to Purchase Agreement for Saxton's Property

The following resolution was offered by Commissioner Krol and seconded by Mayor Pro Tem Moroz.

RESOLUTION # 2020-52

WHEREAS The City owns certain property for public parking that is commonly known as the Saxton's Property; and

WHEREAS There have been a number of proposals and plans for the property from those proposed by the City and those proposed by private developers; and

WHEREAS The City, after seeking proposals and developing their own proposals did enter into an exclusive Letter of Intent with a single developer; and

WHEREAS That developer has expended considerable funds for the development of the site; and

WHEREAS The developer has achieved required approvals from the City's Planning Commission, Historical District Commission and the City Commission; and

WHEREAS The developer and City are now at a point to move to amend the purchase agreement between the City and Jewell Maple Development, LLC;

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby authorize and amend to the purchase agreement between the City of Plymouth (seller) and Jewell Maple Development, LLC (buyer) that is attached and made part of this resolution.

## AMENDMENT TO PURCHASE AGREEMENT

This Amendment to Purchase Agreement is entered into the 10th day of June, 2020 (the "Amendment") by and between the **CITY OF PLYMOUTH**, a Michigan municipal corporation, with an address of 201 S. Main St., Plymouth Michigan 48170 ("City") and **JEWELL MAPLE DEVELOPMENT, LLC**, a Michigan limited liability company, with an address of 101 N. Main St., Suite 350, Ann Arbor, Michigan 48104 ("Buyer")

### **RECITALS**

WHEREAS, the City and Buyer entered into a Purchase Agreement dated January 21, 2020 (the "Agreement");

WHEREAS, the City and Buyer have determined that several amendments to the Agreement are required to reflect agreements between the parties subsequent to the execution of the Agreement.

### **AGREEMENT**

NOW THEREFORE, in consideration of mutual covenants and agreements contained herein, the Parties agree to this Amendment as follows:

1. Defined Terms. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement.

2. Lot Split and Combinations. The following sentence is added to Section 7(d) of the Agreement, as follows:

The lot split of the property at 686 Maple Street that is owned by an affiliate of the Buyer and the combining of a portion of such lot with (a) the Residential Property and with (b) the City owned parking lot, as in each case depicted on the PUD Plans shall not be required as a condition of Closing, but shall be executed at Closing, held in escrow by the Title Company, but not recorded until the Commencement of Construction of the townhomes at the Residential Property and issuance of building permits, as is stated and provided for in the Planned Unit Development Agreement.

3. Conditions to Closing. Section 11(a)(vi) (Permits, Plans and Construction Documents) is deleted, in full, and replaced, as follows:

Buyer shall have obtained any and all licenses, approvals and permits, it deems necessary in order to close on the Properties. Buyer acknowledges that it shall be required to acquire, pay for all requisite permits and provide all plans and construction documents in order to effect the Commencement of Construction on the Properties after Closing, pursuant to the terms of the Planned Unit Development and as required under City codes and ordinances.

4. Development Agreement. The following section shall be added to Sections 11(a)(viii) and 11(b)(iv), as follows:

The City and the Buyer have agreed on the general form of Planned Unit Development Agreement, the final form of which will be mutually agreed upon and subject to the approval by the City at two City Commission meetings. The parties agree to execute the Planned Unit Development Agreement prior to Closing, provided the Planned Unit Development Agreement will only be effective as further provided under the terms of the Planned Unit Development Agreement.

5. Ann Arbor Trail Access Easement. The City and the Buyer have agreed on the general form of Access Easement providing access to the Jewell Building Property from Ann Arbor Trail and across the City owned parking lot, which is attached hereto as Exhibit A (the "Ann Arbor Trail Access Easement"). The parties agree to execute and deliver the Ann Arbor Trail Access Easement at Closing.

6. Post-Closing Actions. Section 11(c) is added to the Agreement, as follows:

The parties have agreed that the following actions shall take place post-Closing, subject to terms and conditions of the Planned Unit Development Agreement:

- (i) The City and Buyer have agreed on the general form of the Deer Street Access and Maintenance Agreement provided for in Section 7(c) of the Agreement with respect to access to the Residential Property from Deer Street (the "Deer Street Access Easement"). The Deer Street Access Easement will be executed, delivered at Closing and recorded, subject to, and in accordance with, the terms of the Planned Unit Development Agreement.
- (ii) The lot splits and combinations described in Section 2 of this Amendment will take place at such time as provided for in the Planned Unit Development Agreement; and
- (iii) The form of covenant deed for the conveyance of portion of the Buyer's affiliate's property located at 686 Maple as provided for by Section 2 of this Amendment has been generally agreed

to by the Buyer and City (the "686 Maple Deed"). The 686 Maple Deed will be executed and delivered subject to, and in accordance, with the terms of the Planned Unit Development Agreement.

7. All other terms and conditions of the Agreement remain unchanged and are in full force and effect.

8. This Amendment may be executed in counterparts and signed copy of this Amendment delivered by facsimile, email, PDF or other means of electronic submission shall have the same legal effect as delivery of an original signed copy of this Amendment.

IN WITNESS WHEREOF, this Amendment shall be deemed entered into and effective as of the date of the last signature below.

WITNESS:

CITY:

CITY OF PLYMOUTH,  
a Michigan municipal corporation

\_\_\_\_\_

By: \_\_\_\_\_

Oliver J. Wolcott

Its: Mayor

Dated: \_\_\_\_\_

WITNESS:

BUYER:

JEWELL MAPLE DEVELOPMENT, LLC,  
a Michigan limited liability company

\_\_\_\_\_

By: \_\_\_\_\_

Michael Ferrantino

Its: Manager

Dated: \_\_\_\_\_

MOTION PASSED 4 – 0

d. Multi-Modal Transportation Policy Adoption

The following resolution was offered by Mayor Pro Tem Moroz and seconded by Commissioner Deal.

RESOLUTION # 2020-53

WHEREAS

The City of Plymouth has identified the development and adoption of a multi-modal/complete streets policy in their 2020 Strategic Plan; and

WHEREAS The administration has developed a draft multi-modal/complete streets policy;  
and

WHEREAS The City of Plymouth Planning Commission has reviewed and approved the enclosed multi-modal /complete streets policy at their June 10, 2020 regular meeting;

NOW THEREFORE BE IT RESOLVED THAT the City Commission does hereby approve and adopt the enclosed Multi-Modal/Complete Streets Policy.

#### CITY OF PLYMOUTH DRAFT MULTI-MODAL/COMPLETE STREETS POLICY

For purposes of this section, "complete streets" are streets that safely accommodate all users of the right-of-way, including pedestrians, people requiring mobility aids, bicyclists and motorists.

In order to promote safe and efficient network of public streets for access by pedestrians, bicyclists, and motorists of all ages and abilities the City of Plymouth shall approach each transportation project and program as an opportunity to implement complete streets, especially in planning, design, and construction of public streets and sidewalks.

When planning various elements of transportation design, zoning ordinances, land uses, and improvements of existing city roadways, pathways, and parks the City shall give priority to the following:

- Safety of pedestrians, people requiring mobility aids, bicyclists, and motorists
- Street design elements that safely encourage and support walking, biking, and other modes of non-motorized transportation
- Context of the surrounding community as well as the broader needs of the City

Elements of complete streets to be incorporated into the design of infrastructure projects, where practical and appropriate, include but are not limited to:

- Sidewalk access and Continuity Improvements
- On-Street Bike Lanes
- Pedestrian Refuge Islands
- Street Trees
- Installation of Pedestrian Crossing Signals
- On-Street Shared Lane Markings
- On-Road Paved Shoulders
- Bicycle Features (bike repair stations, rest-areas, water fountains etc.)
- Pedestrian and Bicycle connections with adjacent communities

The City recognizes that not all modes of transportation can receive the same degree of accommodations on every street; however, the goal is for users of all ages and abilities to safely, comfortably, and conveniently travel across and through the community

Mayor Wolcott thanked the Planning Commission for their hard work on this project.

MOTION PASSED 3-1 Commissioner Krol voted no.

e. Redevelopment Ready Community (RRC) Public Participation Plan

The following resolution was offered by Commissioner Krol and seconded by Mayor Pro Tem Moroz.

## RESOLUTION # 2020-54

WHEREAS The City of Plymouth has been engaged in the Redevelopment Ready Communities (RRC) certification process since 2017; and

WHEREAS RRC Best Practice #1 requires the City of Plymouth to adopt a Public Participation Plan and to evaluate its outcomes; and

WHEREAS The Public Participation Plan was reviewed and approved by the Planning Commission on June 10, 2020; and

WHEREAS The City Commission has reviewed the Public Participation Plan;

NOW THEREFORE BE IT RESOLVED THAT the City Commission does hereby approve and adopt the Public Participation Plan.

NOW BE IT FURTHER RESOLVED THAT the City Commission directs staff to submit the approved Public Participation Plan to the MEDC to fulfill this requirement of the RRC Program.

Mayor Pro Tem Moroz thanked the team for their hard work on this part of the Strategic Plan. Commissioner Krol asked if staff is attending RRC workshops and Community Development Director Buzuvis confirmed that they are, along with some board and commission members.

MOTION PASSED 4-0

f. Amendment to Telephone Services

The following motion was made by Mayor Pro Tem Moroz and seconded by Commissioner Krol.

## RESOLUTION # 2020-55

WHEREAS The City of Plymouth operates a variety of communication systems throughout all facilities and was informed the telephone system at City Hall is no longer supported; and

WHEREAS The administration has reviewed alternatives and believes the best course of action is to amend the current lease agreement that covers DMS, Cultural Center and DDA to include the equipment at City Hall;

NOW THEREFORE BE IT RESOLVED that the City of Plymouth amend the current telephone lease to include the City Hall facility to Zultys in the amount not to exceed \$6985 initially and \$1,970.50/monthly recurring expenses. The funds will be drawn from multiple accounts across multiple funds including the General Fund, the Community Development Fund, the Recreation Fund, the Water Fund, Street Funds, the Cemetery Fund and the Waste/Recycling Fund.

Mayor Wolcott asked whether there will be down time when the system is changed over. IT Director Tom Alexandris said there may be a short period of down time.

MOTION PASSED 4-0

g. Special Event: Bumpers, Bikes & Bands, Sunday July 19, 2020  
City Manager Paul Sincock reported that organizers have canceled this event.

h. Special Event: Synergy 2020 Recital- The Show Must Go On, Saturday, September 26, 2020  
A motion was made by Commissioner Deal and seconded by Mayor Pro Tem Moroz to approve the event pending social distancing requirements at that time.

MOTION PASSED 4-0

**9. REPORTS AND CORRESPONDENCE**

a. Liaison Reports

Commissioner Krol reported the ZBA approved a request for a variance at 235 Adams.

**10. ADJOURNMENT**

Hearing no further discussion, Mayor Wolcott asked for a motion to adjourn. A motion to adjourn was made by Mayor Pro Tem Moroz and seconded by Commissioner Deal.

ROLL CALL VOTE - MOTION PASSED 4 – 0

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OLIVER WOLCOTT  
MAYOR

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MAUREEN A. BRODIE, CMC, MiPMC  
CITY CLERK