

PLANNED UNIT DEVELOPMENT AGREEMENT

LUMBER YARD AT PAINT CREEK

215 South Broadway Street, Village of Lake Orion, Michigan

This Planned Unit Development Agreement (“Agreement”) is entered into by and between the **Village of Lake Orion**, a Michigan municipal corporation, whose address is 21 East Church Street, Lake Orion, Michigan 48362 (“Village”), and the **Lake Orion Downtown Development Authority**, a Michigan downtown development authority organized and existing pursuant to Michigan law, whose address is 118 North Broadway Street, Lake Orion, Michigan 48362 (“Developer” or “DDA”).

The Village and Developer may individually be referred to as a “Party” and collectively as the “Parties.”

RECITALS

A. Developer owns, controls, or is authorized to develop certain real property commonly known as 215 South Broadway Street, Lake Orion, Michigan, consisting of approximately 4.19 acres, as more particularly described in Exhibit A attached hereto (the “Property”).

B. The Property is the site of the historic Lake Orion lumber company and contains existing buildings and improvements associated with the former lumber-yard use.

C. Developer proposes to redevelop and reactivate the Property as the **Lumber Yard at Paint Creek**, a mixed-use development incorporating the adaptive reuse of existing structures, new commercial and mixed-use buildings, public gathering and event spaces, market and concession activities, trail-related amenities, public restrooms, parking, pedestrian improvements, landscaping, utilities and related improvements (collectively, the “Development”).

D. The Development is intended to preserve and interpret the historic character of the Property while establishing a unique community destination connecting downtown Lake Orion with Paint Creek and the surrounding trail and recreational network.

E. The Development is designed to accommodate a combination of public, commercial, recreational, community and event-oriented uses within an integrated site rather than as a collection of unrelated individual parcels or buildings.

F. The Parties acknowledge that the Development is anticipated to occur in phases over time, and that certain buildings and improvements depicted on the Approved Plans represent future development opportunities that may be constructed as funding, market conditions, public needs and other circumstances permit.

G. The Developer submitted final site plans prepared by PEA Group, PEA Job No. 20-0164, originally issued March 31, 2026 and bearing a Final Site Plan Approval revision date of July 28, 2026, together with related landscape, architectural and supporting materials (collectively, the “Approved Plans”).

H. The Approved Plans establish the overall development concept, site configuration, permitted improvements and principal development parameters for the Property, while recognizing that final construction details and certain building-specific requirements will be determined through subsequent engineering, building-permit and other applicable governmental review processes.

I. The Village has determined that the Development, subject to the terms and conditions of this Agreement, represents an appropriate planned development of the Property and advances the Village's objectives for economic development, downtown revitalization, recreation, historic preservation, public gathering space, pedestrian connectivity and community vitality.

J. The Parties desire to memorialize the conditions governing development and use of the Property and to establish a reasonable process through which the Development may be constructed, occupied, modified and completed in phases.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises contained herein, the Parties agree as follows:

SECTION 1 PROPERTY, PARTIES AND PURPOSE

1.1 Property.

This Agreement applies to the real property commonly known as 215 South Broadway Street, Lake Orion, Michigan, consisting of approximately 4.19 acres (182,516 square feet) and legally described in Exhibit A.

The Property is presently zoned MU – Mixed Use District and shall be developed and used in accordance with the PUD approval, this Agreement and the Approved Plans, subject to the flexibility and modification provisions expressly provided herein.

1.2 Developer.

The Lake Orion Downtown Development Authority is the owner, applicant and developer of the Development for purposes of this Agreement.

References to “Developer” shall include the DDA and, where applicable, its successors, assigns, lessees, tenants, licensees, operators and other parties acquiring an interest in all or any portion of the Property, subject to the provisions of this Agreement governing transfers and continuing obligations.

1.3 Development Name.

The Development shall be known as the “**Lumber Yard at Paint Creek**” or such substantially similar name as may subsequently be adopted by Developer.

A change in the marketing, branding or operating name of the Development shall not constitute an amendment to the PUD or this Agreement.

1.4 Purpose of Development.

The purpose of the Development is to create an integrated mixed-use and community-oriented destination incorporating adaptive reuse, commercial activity, recreation, public gathering spaces, events, market activities, pedestrian and trail connectivity and complementary uses within a coordinated development.

The Development is specifically intended to permit the Property to function as an integrated campus in which individual buildings, outdoor areas, parking facilities, pedestrian areas and public spaces may support and serve multiple uses throughout the Property.

1.5 Intent of Agreement.

This Agreement is intended to:

- a. establish the approved overall development concept and development parameters for the Property;
- b. identify the uses, buildings, site improvements and public amenities authorized as part of the Development;
- c. memorialize approved PUD development standards and deviations from otherwise applicable conventional zoning standards;
- d. permit the Development to proceed in reasonable phases;
- e. distinguish land-use and site-plan approvals from building-specific construction, fire, life-safety and other code approvals;
- f. provide reasonable administrative flexibility for modifications that do not materially alter the approved character or function of the Development; and
- g. establish the rights and obligations of the Village, Developer and future parties having an interest in the Property.

1.6 Integrated Planned Development.

The Property and all improvements located or constructed thereon are approved under this Agreement as a single, integrated planned development notwithstanding the existence or future creation of separate parcels, lots, condominium units, development parcels, pad sites, leasehold interests or other separate ownership or possessory interests within the Property.

The buildings, uses, parking facilities, drives, access points, pedestrian facilities, utilities, stormwater facilities, landscaping, open spaces, public spaces, event areas, trail connections and other improvements within the Development may serve, support and benefit the Development collectively and shall not be required to serve or relate exclusively to the particular parcel or portion of the Property upon which they are physically located.

Accordingly, unless expressly required by this Agreement or by applicable state or federal law, compliance with requirements relating to parking, access, vehicular circulation, emergency access, loading, pedestrian circulation, landscaping, open space, stormwater management, utilities and similar site-development standards may be demonstrated and maintained on a Development-wide basis rather than separately for each building, tenant, use, parcel or ownership interest.

Developer may, subject to the provisions of this Agreement, divide, condominiumize, ground lease, sell, convey, transfer or otherwise establish separate ownership or possessory interests in portions of the Property. The subsequent division, condominiumization, ground leasing, sale, conveyance, transfer or separate ownership of any portion of the Property shall not alter the treatment of the Property as an integrated planned development for purposes of this Agreement and shall not, by itself, require amendment, reconsideration or reapproval of the PUD.

No Development Parcel or other separately owned portion of the Property shall be required to independently satisfy otherwise applicable requirements concerning minimum lot area, lot width, building setbacks, parking, loading, access, landscaping, open space or similar site-development standards where the applicable requirement is satisfied by the Development as a whole in accordance with this Agreement and the Approved Plans.

Developer and subsequent owners may establish reciprocal easements, shared-access agreements, parking agreements, utility easements, stormwater agreements, maintenance agreements, declarations, condominium documents or other instruments reasonably necessary or appropriate to preserve the integrated operation of the Development. Such instruments may allocate among owners the use, maintenance, repair, replacement and cost of shared facilities without requiring amendment of the PUD.

The creation or transfer of separate ownership interests shall not eliminate, reduce or relocate any material Development-wide function required by the Approved Plans unless an equivalent arrangement is provided elsewhere within the Development or the change is otherwise authorized pursuant to the administrative-modification provisions of this Agreement.

Each separately owned or controlled portion of the Property shall remain subject to the provisions of this Agreement applicable to that portion of the Property, and the rights and benefits established by this Agreement, including the right to participate in and utilize shared Development facilities, shall run with the applicable portions of the Property as provided herein.

Nothing in this Section shall prohibit Developer or a subsequent owner from obtaining a separate tax parcel identification number, legal description, address, utility service, building permit, certificate of occupancy, financing or other separate governmental or private identification for an individual Development Parcel or building. The existence of any such separate identification shall not affect the status of the Property as an integrated planned development under this Agreement.

1.7 Affiliated Development Entity.

Developer may form, organize, sponsor or control one or more nonprofit corporations or other nonprofit entities for the purpose of owning, developing, financing, constructing, operating, maintaining or managing all or any portion of the Development (an “Affiliated Development Entity”).

Developer may assign, convey, delegate or otherwise transfer to an Affiliated Development Entity all or any portion of Developer's rights, interests, development rights, ownership interests and responsibilities arising under this Agreement or the Approved Plans, including the right to acquire, own, lease, finance, develop, construct, operate or manage all or any portion of the Property or Development.

Any such transfer to an Affiliated Development Entity shall be deemed an authorized implementation of the approved PUD and shall not constitute a change of developer, change of ownership requiring PUD approval, material amendment to the PUD, or other event requiring additional discretionary land-use approval by the Village.

For purposes of this Section, an “Affiliated Development Entity” means an entity organized for nonprofit purposes that is formed, sponsored or controlled by the Lake Orion Downtown Development Authority, including an entity for which the DDA possesses the right to appoint or approve a majority of its governing body.

The use of an Affiliated Development Entity shall not alter the permitted uses, development standards, development envelopes or other rights established by this Agreement.

SECTION 2 APPROVED PUD AND GOVERNING PLANS

2.1 Approval of Planned Unit Development.

The Village hereby recognizes and approves the Property for development as the **Lumber Yard at Paint Creek Planned Unit Development**, subject to this Agreement, the Approved Plans and applicable law.

The PUD approval authorizes the overall Development and the buildings, uses, infrastructure, public spaces and improvements described herein and depicted on the Approved Plans.

2.2 Approved Plans.

The Development shall be constructed, maintained, renovated, restored, occupied and developed in substantial conformity with the plans, drawings, materials and other documents approved by the Village and incorporated into or recognized by this Agreement, including, as applicable:

- a. the Final Site Plan set prepared by PEA Group, PEA Job No. 20-0164, bearing a Final Site Plan Approval revision date of July 28, 2026;

- b. the approved Landscape Plan;
- c. approved architectural plans, elevations, design materials and related building plans depicting proposed, future or subsequently constructed buildings and improvements within the Development;
- d. approved as-built plans, permit plans, restoration plans and related plans, drawings or documentation depicting existing buildings, previously approved improvements, restoration work, or improvements constructed, renovated or restored prior to or in connection with approval and implementation of this PUD, including, as applicable, plans relating to the existing barns, Bakery Building and other existing structures within the Development;
- e. approved utility, grading, drainage, stormwater, paving, parking, access and circulation plans;
- f. approved plans or documentation relating to site infrastructure, landscaping, lighting, signage, pedestrian improvements, trail connections and other site improvements; and
- g. such additional plans, drawings, specifications or documents as the Parties may specifically identify as exhibits to this Agreement or subsequently approve in accordance with the administrative-modification provisions of this Agreement.

The foregoing plans, drawings and materials are collectively referred to herein as the “Approved Plans.” The Parties acknowledge that the Approved Plans include documents serving different purposes and prepared at different stages of the Development. Architectural and related plans for proposed or future improvements establish the general design and development authorized by this PUD, while permit plans, restoration plans and as-built plans may document existing conditions, previously authorized work and improvements previously constructed, renovated or restored.

The incorporation or recognition of previously approved permit plans, restoration plans or as-built plans as Approved Plans shall recognize and document previously authorized or completed improvements and shall not, solely by reason of approval of this PUD, require such improvements to be redesigned, reconstructed, removed or otherwise modified to conform to subsequently adopted design standards or requirements, except to the extent modification is required by applicable law as a result of future construction, alteration or a future change in use or occupancy.

The inclusion of a plan or document within the Approved Plans shall not convert conceptual, architectural, engineering or as-built information contained therein into a separate construction obligation except where such obligation is expressly established by this Agreement, required as a condition of approval, or required by applicable law in connection with the particular improvement or phase being constructed. Where an existing building or improvement is depicted differently among an earlier permit or restoration plan, a subsequent approved as-built plan, and the Final Site Plan, the most recently approved document accurately depicting the completed improvement shall govern as to the existing physical condition, unless this Agreement or a subsequent Village approval expressly provides otherwise.

Nothing in this Section shall prevent the Approved Plans from being supplemented, refined or administratively modified as expressly permitted by this Agreement.

2.3 Function of Approved Plans.

The Approved Plans establish the overall development concept, general building locations, development envelopes, site circulation, parking arrangement, pedestrian connections, public spaces, landscaping concept, utility infrastructure and principal physical characteristics of the Development. Except where this Agreement expressly provides otherwise, the Approved Plans shall not be interpreted as requiring every depicted building or improvement to be constructed simultaneously or within a particular sequence.

The depiction of a future building or improvement on the Approved Plans constitutes approval of that building or improvement as part of the overall Development, subject to subsequent construction-document review and applicable permits when Developer elects to proceed with that building or improvement.

2.4 Substantial Conformity.

Developer shall maintain substantial conformity with the Approved Plans. “Substantial conformity” shall mean consistency with the overall character, use, function, circulation and development concept approved through the PUD and shall not require exact conformity with every dimension, utility location, landscape element, architectural detail or construction feature depicted on the Approved Plans. Minor field adjustments and administrative modifications authorized under this Agreement shall be considered consistent with the Approved Plans and shall not constitute amendments to the PUD.

2.5 Construction Documents.

The Parties acknowledge that the Approved Plans constitute land-use and site-development approval documents and are not intended to substitute for final construction documents. Final structural plans, mechanical systems, electrical systems, plumbing systems, fire-protection systems, interior layouts, tenant improvements, occupancy-specific improvements, foundation plans and similar construction details may be developed or modified following PUD approval and shall be reviewed through the applicable permitting process.

Nothing contained in the Approved Plans or this Agreement shall be interpreted as establishing final approval of such construction details prior to submission of the permits for which those details are required.

2.6 Conflict Among Documents.

In the event of a conflict between this Agreement and the Approved Plans, this Agreement shall control. In the event of a conflict among the Approved Plans, the more specifically applicable approved plan shall control; provided, however, that a later approved administrative modification shall control over the corresponding portion of an earlier plan.

2.7 No Implied Requirement to Construct.

Approval of a building, use, amenity or improvement as part of the PUD establishes the Developer's right to construct or establish that component subject to this Agreement and applicable permits, but shall not, standing alone, obligate Developer to construct every approved building or improvement.

Required site improvements expressly identified in this Agreement or required to support a particular phase shall be completed in accordance with the phasing provisions of this Agreement.

SECTION 3 PERMITTED USES AND DEVELOPMENT COMPONENTS

3.1 General Authorization.

The Property may be developed and used for the uses depicted on the Approved Plans, the uses expressly authorized by this Agreement, and customary accessory and incidental uses associated therewith. The uses permitted by this Section are intended to operate collectively within the Development and may occur within buildings, outdoor public spaces, market areas, decks, plazas and other appropriate portions of the Property.

3.2 Existing and Adaptive-Reuse Buildings.

The PUD authorizes the continued use, renovation, rehabilitation, adaptive reuse and improvement of existing structures within the Development, including:

- a. the existing Event Barn;
- b. the existing Market Shed;
- c. the existing Supply Shed (trail head);
- d. the existing Coal Office;
- e. existing retail structures; and
- f. other existing accessory structures or improvements depicted for preservation or reuse on the Approved Plans.

Such structures may be improved and adapted for permitted uses without requiring a PUD amendment, subject to applicable construction permits and the administrative-modification provisions of this Agreement.

3.3 Future Development Components.

The PUD further authorizes construction and occupancy of the future buildings and improvements generally depicted on the Approved Plans, including:

- a. proposed retail building or buildings;
- b. proposed mixed-use building or buildings;

- c. proposed bike shop, bicycle-oriented commercial use or trail-support use;
- d. public restroom facilities;
- e. market and concession facilities;
- f. decks, patios, plazas and outdoor seating areas;
- g. trailhead and trail-support improvements;
- h. public gathering and event spaces; and
- i. accessory structures and improvements reasonably related to the operation of the Development.

The location and footprint of a future building shown on the Approved Plans shall constitute an approved development envelope, subject to administrative adjustment as permitted under this Agreement.

3.4 Commercial and Mixed Uses.

Permitted commercial and mixed uses may include retail sales and services, food and beverage establishments, restaurants, cafés, bakeries, markets, professional or service businesses, bicycle and recreational businesses, artisan and maker uses, office uses, studios and other uses compatible with the character and purpose of the Development and permitted within the underlying district or determined by the Village to be substantially similar thereto.

3.5 Public, Community and Event Uses.

The Development is expressly intended to accommodate regular public and community programming.

Permitted activities include, without limitation:

- a. farmers markets and public markets;
- b. artisan, maker and vendor markets;
- c. concerts and live entertainment;
- d. festivals and community celebrations;
- e. public and private events;
- f. educational and cultural programming;
- g. recreational and trail-related programming;
- h. seasonal activities;
- i. temporary vendor activities;
- j. food and beverage service;
- k. outdoor dining and seating;
- l. community organization activities; and
- m. other substantially similar activities consistent with the purpose and character of the Development.

The occurrence of such activities within areas designed or reasonably suited for them shall be considered part of the approved operation of the Development and shall not constitute a change in use or require amendment of the PUD solely because programming, vendors, participants or event configurations change from time to time.

3.6 Temporary and Seasonal Activities.

Temporary tents, vendor booths, food service units, mobile concessions, temporary stages, event equipment, seasonal displays, temporary furnishings and similar items may be utilized in connection with authorized events and programming, subject to applicable fire, building, health and safety requirements. Such temporary or seasonal activities shall not constitute permanent modifications to the Approved Plans.

3.7 Outdoor Areas.

Outdoor public spaces, decks, plazas, lawn areas, market areas, pedestrian areas and similar spaces may be utilized flexibly for public gathering, dining, vending, recreation, entertainment and community activities. Furniture, tables, chairs, umbrellas, temporary shade structures, planters, event equipment and similar movable amenities may be installed, removed or relocated without amendment of the PUD.

3.8 Accessory Uses.

Customary accessory uses and improvements are permitted throughout the Development, including parking, loading, storage, refuse facilities, mechanical equipment, utility facilities, signage, lighting, landscaping, public art, bicycle parking and repair facilities, pedestrian amenities, information kiosks and similar improvements.

SECTION 4 DEVELOPMENT STANDARDS AND APPROVED PUD CONDITIONS

4.1 Approved Development Standards.

The Development shall be governed by the development standards established by this Agreement and the Approved Plans. Where a standard depicted on the Approved Plans differs from a dimensional or site-development standard otherwise applicable within the underlying zoning district, the standard approved as part of the PUD shall govern. Such approved conditions shall constitute components of the PUD approval and shall not require separate variances.

4.2 Site Area and Development Intensity.

The Approved Plans identify the Property as approximately 4.19 acres (182,516 square feet).

The Approved Plans presently identify approximately 17,524 square feet of building footprint, representing approximately 9.76 percent building lot coverage.

The foregoing building footprint and lot coverage figures describe the Development as presently depicted and shall not constitute maximum development limitations. Building footprint, lot coverage and development intensity may be increased within the approved development envelopes to the extent permitted by the Village Zoning Ordinance or other applicable regulations in effect at the time of development, subject to the administrative modification provisions of this Agreement.

4.3 Building Height.

The building heights depicted on the Approved Plans represent the buildings presently contemplated by Developer and shall not constitute maximum building heights or otherwise limit the height of future buildings authorized by this PUD.

Each existing, proposed or future building within the Development may be constructed, reconstructed, expanded or modified to a height not exceeding the maximum building height permitted by the Village Zoning Ordinance or other applicable Village ordinance or regulation in effect at the time the applicable zoning, site plan, building or construction approval is sought, including any greater height permitted by right or through an administrative, special land use, planned development or other approval procedure generally available under the Village's then-current ordinances.

No amendment to this Agreement or the PUD shall be required solely because the height of a building exceeds the height depicted on the Approved Plans, provided the proposed height does not exceed the maximum height then lawfully permitted or approved under applicable Village ordinances.

Nothing in this Agreement shall be construed to establish the building heights depicted on the Approved Plans, including the presently depicted maximum building height of approximately twenty-six and one-half (26.5) feet, as a permanent limitation upon development of the Property.

4.4 Building Setbacks and Locations.

The building locations and setbacks depicted on the Approved Plans are approved as part of the PUD notwithstanding any difference from otherwise applicable conventional zoning setbacks. The Parties specifically acknowledge that the integrated nature, historic development pattern, adaptive reuse objectives, public-space configuration and mixed-use character of the Development warrant the building locations shown on the Approved Plans.

No separate variance shall be required for an approved building location or setback depicted on the Approved Plans.

4.5 Parking.

The Approved Plans calculate a total conventional parking requirement of approximately **104 parking spaces** and depict approximately **123 parking spaces**, including six (6) barrier-free spaces, four (4) of which are identified as van accessible.

Parking within the Development shall be considered shared parking serving the Development as a whole. No particular parking space shall be permanently allocated to a particular building, tenant or use unless expressly required by the Approved Plans or subsequently agreed by Developer. Changes in tenants, programming or the internal allocation of uses among approved buildings shall not automatically require recalculation of parking or amendment of the PUD provided the overall parking supply remains reasonably adequate for the Development.

Parking spaces located anywhere within the Development may satisfy parking associated with any building, use or Development Parcel, regardless of ownership, provided appropriate parking rights are preserved by ownership, easement, agreement or other legally enforceable arrangement where necessary.

4.6 Barrier-Free Access.

Barrier-free parking, accessible routes and other accessibility improvements shall be provided in accordance with the Approved Plans and applicable law. Final building-specific accessibility requirements shall be determined through applicable building-permit review.

4.7 Vehicular Circulation.

Vehicular access and circulation shall generally conform to the Approved Plans, including internal drives, parking aisles, fire-access routes, loading areas and connections to the adjoining street system. Minor modifications required by final engineering, field conditions, emergency-access requirements or construction sequencing may be approved administratively where they do not materially impair overall site circulation.

4.8 Pedestrian and Trail Connectivity.

Pedestrian circulation and trail connectivity are fundamental elements of the Development. The Development may include sidewalks, crosswalks, paths, trail connections, bicycle facilities, pedestrian plazas, decks and other improvements intended to facilitate movement between the Development, downtown Lake Orion, Paint Creek and the surrounding trail system.

Minor modifications to pedestrian routes may be administratively approved where equivalent or improved connectivity is maintained.

4.9 Public and Common Areas.

Public gathering spaces, event areas, market areas, plazas, decks, landscaped areas, trailhead facilities and similar common areas depicted on the Approved Plans may serve the Development collectively and may be modified in their day-to-day configuration to accommodate programming and operations. Temporary changes in furniture, vendor layout, seating, event equipment or similar operational arrangements shall not constitute amendments to the PUD.

4.10 Landscaping.

Landscaping shall be installed generally in accordance with the Approved Landscape Plan. The Approved Landscape Plan presently includes preservation of existing trees, proposed trees, lawn areas, prairie or native seed areas, landscaped public spaces and related site improvements. Plant species, quantities and locations may be reasonably substituted or adjusted due to availability, site conditions, utility conflicts, survivability, maintenance considerations or equivalent landscape-design considerations, provided the overall quality and intent of the approved landscaping are maintained.

4.11 Site Lighting.

Site and building lighting shall be designed to support safe pedestrian and vehicular circulation, public use of the Development and the historic/industrial character of the Lumber Yard at Paint Creek. Fixture styles, locations and specifications may be refined through final design and construction without amendment of the PUD, provided lighting remains compatible with the overall Development and applicable Village requirements.

4.12 Signage.

The Development is intended to incorporate a coordinated signage and wayfinding program appropriate to its mixed-use, commercial, public, recreational and event-oriented character. Signage may identify the Lumber Yard at Paint Creek as a destination, identify individual buildings and tenants, direct vehicular and pedestrian circulation, identify public amenities and provide information concerning events, programming and the historic character of the Property.

Without limiting the foregoing, the PUD specifically authorizes the following general categories and locations of signage:

a. **Main Barn Signage.** One or more wall-mounted, projecting, dimensional-letter, logo or similar identification signs may be installed upon the existing Event Barn/Main Barn, including signage identifying the Lumber Yard at Paint Creek and signage associated with the use or operation of the building.

b. **West Entrance Monument Sign.** A monument or similar freestanding identification sign may be located at or near the principal west entrance to the Development from South Broadway Street for identification of the Lumber Yard at Paint Creek and, where appropriate, identification of tenants, businesses, activities or destinations located within the Development.

c. **Atwater Street Entrance Sign.** A monument, gateway or similar freestanding identification sign may be located at or near the Atwater Street entrance to the Development and may identify the Lumber Yard at Paint Creek and, where appropriate, tenants, businesses, activities or destinations within the Development.

d. **Tenant and Building Signage.** Each commercial, retail, restaurant, bakery, market, concession, recreational, office or other tenant or occupant within the Development may have signage identifying its business or use at the building or portion of a building occupied by that tenant. Such signage may include wall signs, projecting signs, awning signs, window signs, blade signs, entrance identification and other sign types otherwise appropriate to the architecture and character of the Development.

e. **Market and Concession Signage.** The Market Shed, market concession areas and individual vendors or operators may utilize permanent, temporary or changeable identification signage appropriate to their operations.

f. **Directional and Wayfinding Signage.** Vehicular and pedestrian directional signage may be located throughout the Property identifying parking areas, building entrances, public restrooms, the trailhead, Paint Creek Trail connections, public spaces, market areas, event areas, bicycle facilities and other destinations within or adjoining the Development.

g. **Event and Programming Signage.** Temporary, portable, changeable or seasonal signage may be utilized to advertise or identify concerts, markets, festivals, community events, private events, seasonal programming and other activities authorized within the Development.

h. **Historic, Interpretive and Public Information Signage.** Signs, plaques, displays and similar features may be installed to interpret the history of the lumber yard, Paint Creek, railroad or industrial heritage of the Property, public art, trail connections and other community or historic information.

i. **Regulatory and Operational Signage.** Parking, loading, fire-lane, accessibility, traffic-control, safety and other regulatory or operational signage may be installed as reasonably necessary or required by applicable authorities.

The general sign types and locations authorized by this Section constitute part of the approved PUD. The precise dimensions, materials, illumination, graphics, copy and final placement of individual signs may be determined through final design and applicable sign-permit review and shall not require amendment of the PUD.

Changes in tenant names, business names, logos, branding, event information or sign copy shall not require amendment of the PUD. Signs may be internally or externally illuminated where permitted by applicable ordinance. Architectural and decorative lighting associated with signs may also be utilized where consistent with the character of the Development. Minor relocation, replacement, redesign or modification of an approved sign or sign type shall not constitute a PUD amendment, provided the signage remains generally consistent with the coordinated signage program and applicable Village sign requirements.

Nothing in this Section shall be construed to require installation of every sign authorized herein or to require that all signage be installed simultaneously. Signage may be installed, replaced or

modified as individual buildings, tenants and phases of the Development are completed and occupied.

4.13 Public Art and Site Amenities.

Public art, historic interpretation, benches, bicycle racks, planters, decorative lighting, waste receptacles, bollards, informational displays and similar amenities may be installed or relocated throughout the Development without amendment of the PUD where consistent with the character and operation of the Development.

4.14 Site-Wide Compliance.

Because the Property constitutes an integrated planned development, compliance with parking, landscaping, circulation, open-space and similar requirements may be evaluated on a site-wide basis rather than separately for each building, tenant, phase or use, except where a specific code or law requires otherwise.

4.15 Effect of Approved PUD Standards.

The standards established by this Section and depicted on the Approved Plans constitute the approved development standards for the Property. Future review of individual buildings, tenants, phases or construction permits shall not be used to require modification of an approved PUD development standard unless:

- a. Developer proposes a material amendment to the PUD;
- b. modification is necessary to comply with a subsequently applicable state or federal law or mandatory code provision; or
- c. Developer voluntarily agrees to the modification.

Nothing herein shall prevent application of building, fire, accessibility, health or other codes properly applicable to the construction or occupancy of a particular building or improvement at the time the applicable permit is sought.

4.16 Development Parcels and Pad Sites.

The Parties acknowledge that the Development has been designed and approved as an integrated planned development but that Developer may determine that separate ownership, financing or development of certain building sites is appropriate or necessary to facilitate completion of the Development. Accordingly, Developer may, in its discretion and subject to applicable requirements governing the legal division or conveyance of real property, establish separate development parcels, condominium units, pad sites, ground lease areas or other legally recognized interests within the Property (collectively, "Development Parcels").

Without limiting the foregoing, Developer may establish Development Parcels corresponding generally to the approved development envelopes for the proposed commercial buildings and bakery building depicted or authorized as part of the Development.

Developer may sell, convey, lease, ground lease, finance or otherwise transfer a Development Parcel to a third-party developer, business, operator or other entity for development in accordance with this Agreement and the Approved Plans. The precise boundaries, dimensions and legal descriptions of Development Parcels may be established by Developer based upon financing, development, utility, access, operational and market considerations and shall not require amendment of the PUD, provided that:

- a. the resulting Development Parcels remain subject to this Agreement;
- b. the overall Development remains in substantial conformity with the Approved Plans;
- c. necessary access, parking, utilities, drainage, emergency access and pedestrian connections are preserved through ownership, easements, agreements or other legally enforceable arrangements as appropriate; and
- d. creation or transfer of a Development Parcel does not materially increase the overall intensity of development authorized by the PUD.

A Development Parcel shall not be required to independently satisfy lot area, lot width, setback, parking, open-space, landscaping, access or similar zoning or site-development requirements where such requirements are satisfied by the Development as a whole pursuant to this Agreement. The creation, sale, conveyance, lease or financing of a Development Parcel in accordance with this Section shall constitute implementation of the approved PUD and shall not, by itself, constitute a material amendment to the PUD or require additional discretionary land-use approval.

Nothing in this Section shall exempt a Development Parcel from applicable procedures required by state law for the creation, division, conveyance or recording of an interest in real property.

SECTION 5 PHASED DEVELOPMENT

5.1 Phased Development Authorized.

The Parties acknowledge and agree that the Development is intended and approved to be constructed, improved, occupied and operated in multiple phases over time. Developer shall have reasonable discretion to determine the timing, sequence, scope and combination of individual phases based upon funding availability, grants, financing, market conditions, tenant opportunities, construction considerations, public programming needs and other factors affecting implementation of the Development.

Except as expressly provided in this Agreement, no particular sequence of development shall be required.

5.2 No Requirement for Simultaneous Construction.

Approval of the PUD and Approved Plans shall not require Developer to construct all buildings, site improvements, public amenities or other components of the Development simultaneously. Developer may construct or complete individual buildings, Development Parcels, public spaces, infrastructure improvements or other components independently or in combination with other improvements.

The issuance of a permit or certificate of occupancy for one building, phase or portion of the Development shall not be conditioned upon construction or completion of a future building or improvement that is not reasonably necessary for the safe operation, access, utility service or code compliance of the building, phase or portion then being constructed or occupied.

5.3 Developer Determination of Phasing.

The precise composition of each phase need not be established at the time of PUD approval. Developer may determine or modify the composition and sequence of phases without amendment of the PUD, provided that each phase:

- a. remains consistent with the overall Development authorized by this Agreement;
- b. provides the access, emergency access, parking, utilities and other facilities reasonably necessary to support the improvements and uses included within that phase;
- c. does not materially interfere with the safe use and operation of previously completed portions of the Development; and
- d. does not materially prevent implementation of the remaining portions of the Approved Plans.

A modification in the timing, sequencing or composition of a phase shall not, by itself, constitute a material amendment to the PUD.

5.4 Infrastructure Serving Individual Phases.

Site infrastructure and improvements may be constructed incrementally as necessary to serve individual phases of the Development. Developer shall not be required to construct utility, parking, roadway, pedestrian, landscaping, stormwater or other infrastructure intended primarily to serve a future building or phase until such infrastructure is reasonably required to support the construction or occupancy of that building or phase, except where earlier installation is expressly required by the Approved Plans or this Agreement as part of a Development-wide improvement. Infrastructure may be sized and designed to accommodate future phases notwithstanding that the future phases are not constructed simultaneously.

5.5 Interim Conditions.

During phased construction, portions of the Property may temporarily remain vacant, unimproved, under construction or in an interim condition. Developer may establish temporary parking areas, construction access, staging areas, temporary pedestrian routes, temporary utility

arrangements, construction fencing and other temporary facilities reasonably necessary to facilitate phased construction, provided such conditions comply with applicable health and safety requirements and do not unreasonably interfere with occupied portions of the Development.

An interim condition resulting from authorized phased development shall not constitute a violation of the PUD solely because it differs from the ultimate condition depicted on the Approved Plans.

5.6 Landscaping and Site Improvements by Phase.

Landscaping and other site improvements associated primarily with a particular building, Development Parcel or phase may be installed in conjunction with completion of that building, Development Parcel or phase. Developer shall not be required to install landscaping or site improvements within an area reasonably expected to be disturbed by subsequent construction merely to satisfy an interim condition, provided the affected area is maintained in a safe and orderly condition until final improvements are installed.

5.7 Transfer or Development of Individual Phases.

A phase may be developed by the DDA, an Affiliated Development Entity, a purchaser or lessee of a Development Parcel, or another party authorized pursuant to this Agreement. Separate ownership or development of a phase shall not affect the validity or continuing approval of the remainder of the PUD.

5.8 No Expiration Based Upon Phasing.

The Parties acknowledge that the Development represents a significant long-term public redevelopment project and that completion may depend upon future public funding, grants, private investment, tenant commitments and other circumstances not entirely within Developer's control.

Accordingly, the failure to construct a particular future building, Development Parcel or phase within a particular period shall not, by itself, constitute abandonment of the PUD or cause the approval of the remaining unconstructed portions of the Development to expire, except to the extent expiration is expressly required by applicable law and cannot lawfully be modified by this Agreement.

SECTION 6 EXISTING IMPROVEMENTS AND FUTURE DEVELOPMENT

6.1 Existing Development Components.

The Parties acknowledge that the Property contains existing buildings and improvements that are intended to remain, be rehabilitated, be adaptively reused or be incorporated into the Development. Such improvements include, without limitation, the Event Barn/Main Barn,

Market Shed, Supply Shed/trailhead, Coal Office, existing retail structures and related site improvements identified in Section 3.2 and the Approved Plans.

These existing improvements may continue to be repaired, renovated, rehabilitated, altered, occupied and adaptively reused for uses authorized by this Agreement, subject to permits applicable to the particular work being undertaken.

6.2 Future Buildings and Improvements.

The Approved Plans identify future buildings and improvements that may be constructed as subsequent phases of the Development, including the proposed commercial, retail, mixed-use, bike-related, bakery and other improvements authorized by this Agreement. The depiction and authorization of such future buildings constitutes approval of their general use, location and development envelope as part of the PUD. The fact that a future building has not yet been constructed shall not affect the validity of the PUD approval applicable to that building or Development Parcel.

6.3 Approved Development Envelopes.

The building footprints depicted on the Approved Plans for future buildings shall constitute approved development envelopes rather than final construction footprints. A building may be designed and constructed within or generally corresponding to an approved development envelope without amendment of the PUD, subject to the administrative-modification provisions of this Agreement. Final building dimensions, internal configuration, entrances, service areas, architectural details and similar features may be established during final design and permitting.

6.4 Future Building Uses.

A future building or Development Parcel may be occupied by any use authorized by Section 3 of this Agreement that is reasonably compatible with the building, Development Parcel and surrounding portions of the Development. A change from one authorized commercial or mixed use to another authorized use shall not constitute a PUD amendment solely because the precise tenant or use differs from that contemplated when the Approved Plans were prepared.

6.5 Development by Third-Party Purchaser.

Where a Development Parcel is sold, conveyed, leased or otherwise transferred pursuant to Section 4.16, the purchaser, lessee or other transferee may construct the building and improvements authorized for that Development Parcel. Such purchaser, lessee or transferee shall receive the benefit of the development rights, permitted uses, approved development envelope, shared parking, access, signage rights and other PUD entitlements applicable to the Development Parcel, subject to the obligations of this Agreement applicable thereto.

The transfer of a Development Parcel shall not require the purchaser or transferee to obtain a new PUD approval solely because ownership or development responsibility has changed.

6.6 Final Architecture and Building Design.

Architectural elevations or building concepts included within the Approved Plans or supporting materials establish the general architectural intent and character of the Development but shall not require exact duplication in final construction. Final building architecture may be refined to accommodate tenant requirements, construction methods, available materials, building systems, financing, cost considerations and other reasonable design considerations, provided the resulting building remains generally compatible with the historic, commercial and industrial character intended for the Development. Changes in exterior materials, doors, windows, roof configuration, architectural detailing and similar features may be administratively approved and shall not require amendment of the PUD unless the change materially alters the overall character of the Development.

6.7 No Premature Construction Requirements.

Approval of a future building or Development Parcel as part of the PUD shall not require Developer or a subsequent owner to prepare final construction documents or install building-specific improvements before Developer or such owner elects to proceed with construction of that building. Without limiting the foregoing, final structural systems, foundations, mechanical systems, electrical systems, plumbing systems, fire-protection systems, utility connections, interior layouts, tenant improvements and occupancy-specific improvements may be determined at the time construction of the applicable building is proposed.

6.8 Preservation of Future Development Rights.

Construction or occupancy of one phase shall not reduce or eliminate the development rights associated with a future building or Development Parcel depicted or authorized by the PUD, provided that Developer maintains or provides the Development-wide facilities reasonably necessary to support the Development as contemplated by this Agreement.

Administrative modifications to an earlier phase shall not be interpreted to eliminate a future development envelope unless Developer expressly agrees in writing to such elimination. No certificate of occupancy, administrative approval, site modification, parcel transfer or other approval associated with an earlier phase shall be interpreted as a waiver, abandonment or relinquishment of an approved future development envelope or use unless Developer expressly agrees to such waiver, abandonment or relinquishment in writing.

SECTION 7

BUILDING PERMITS; FIRE PROTECTION; BUILDING AND LIFE-SAFETY CODE COMPLIANCE

7.1 Distinction Between PUD Approval and Construction-Code Approval.

The Parties acknowledge that this Agreement and the Approved Plans constitute zoning, land-use and site-development approvals and are not intended to constitute final building, construction, fire-code or occupancy approvals for buildings or improvements that have not yet

proceeded to final construction-document review. Each building or improvement shall be subject to the building, construction, fire, accessibility and other codes lawfully applicable to the particular work when the applicable permit or approval is sought.

7.2 Building-Specific Review at Time of Construction.

Final review of building-specific construction requirements shall occur when construction, alteration or occupancy of the particular building or improvement is proposed.

Such review may include, as applicable:

- a. building-code classification;
- b. use and occupancy classification;
- c. allowable area and construction type;
- d. occupant load and means of egress;
- e. structural design;
- f. accessibility requirements;
- g. mechanical, electrical and plumbing systems;
- h. fire alarm and detection systems;
- i. fire suppression or automatic sprinkler systems;
- j. emergency lighting and exit signage;
- k. kitchen, hood or specialized suppression systems;
- l. utility connections; and
- m. other construction or life-safety requirements applicable to the particular building or use.

The absence of final determinations concerning such matters at the time of PUD approval shall not prevent approval or continued validity of the PUD.

7.3 Fire Suppression and Automatic Sprinkler Systems.

The Parties acknowledge that the requirement for, design of and extent of any automatic sprinkler, fire suppression or other building-specific fire-protection system may depend upon the final use, occupancy classification, construction type, building area, building configuration and other conditions existing when construction or occupancy of a particular building is proposed.

Accordingly, except for a fire-protection improvement expressly identified on the Approved Plans as a site-wide improvement, final requirements for automatic sprinklers, fire suppression, fire alarms and similar building-specific systems shall be determined through review of the applicable building or construction permit under the codes then lawfully applicable to that building and proposed occupancy. The depiction or approval of a future building on the Approved Plans shall not, by itself, require installation of a fire-suppression system within that building before construction or occupancy of the building is otherwise proposed.

7.4 Existing Buildings.

Existing buildings may continue to be used, renovated, rehabilitated or adaptively reused in accordance with this Agreement. Alterations or changes in occupancy shall be reviewed under the codes and procedures legally applicable to the particular alteration or change in occupancy.

Nothing in this Agreement shall be construed as independently requiring an existing building to be upgraded to standards applicable to new construction except to the extent such upgrade is required by applicable law as a result of the work or change in occupancy actually proposed.

7.5 Site Fire Protection and Emergency Access.

Notwithstanding the building-specific review contemplated by this Section, Developer shall provide the site-wide fire-protection and emergency-access improvements required by the Approved Plans and necessary to serve completed and occupied phases of the Development. Such improvements may include fire lanes, emergency vehicle access, hydrants, water-main improvements, fire-lane signage and related site infrastructure.

Site-wide fire-protection improvements may be constructed in phases consistent with Section 5, provided completed and occupied portions of the Development have the emergency access and fire-protection infrastructure required by applicable law.

7.6 Future Changes in Codes.

Except where prohibited by law, a future amendment to a building, fire or construction code shall apply to a future building or improvement only to the extent that such code is legally applicable when the permit for that work is sought. A subsequent change in a construction or life-safety code shall not, by itself, constitute an amendment to the PUD or require reconsideration of the land-use approval granted by this Agreement.

Where compliance with a subsequently applicable mandatory code requires a reasonable modification to the design of a future building or related site improvement, such modification may be approved administratively to the maximum extent permitted by law.

7.7 Certificates of Occupancy.

A certificate of occupancy or other authorization for occupancy may be issued separately for each completed building, tenant space, Development Parcel or phase when the requirements applicable to that building, space, parcel or phase have been satisfied. Issuance of a certificate of occupancy shall not be conditioned upon completion of an unrelated future building or phase except where the incomplete improvement is reasonably necessary for the lawful and safe occupancy of the completed building or phase.

7.8 Tenant Improvements and Changes in Occupancy.

Tenant improvements, interior alterations and changes between uses authorized by this Agreement shall not require amendment of the PUD. Such work shall remain subject to building, fire, health and other permits legally applicable to the particular tenant improvement or occupancy.

7.9 Administrative Adjustments Required for Code Compliance.

Where final building, fire, accessibility or other code review requires modification of a building footprint, entrance, sidewalk, utility connection, fire-access feature, mechanical-equipment location or similar feature depicted on the Approved Plans, the modification may be approved administratively where it does not materially alter the overall Development concept. Developer shall not be required to obtain a PUD amendment solely to accommodate a modification reasonably necessary to comply with an applicable construction or life-safety code.

7.10 No Waiver of Applicable Codes.

Nothing in this Agreement is intended to waive or supersede a mandatory provision of the Michigan Building Code, Michigan Rehabilitation Code for Existing Buildings, Michigan Fire Code, applicable accessibility requirements or other state or federal law that the Village or other governmental authority is legally required to enforce. Rather, the intent of this Section is to establish the appropriate time and stage of review for building-specific construction and life-safety requirements and to distinguish such requirements from the zoning and site-development approvals granted through the PUD.

SECTION 8 SITE INFRASTRUCTURE AND UTILITIES

8.1 General Infrastructure.

The Development shall be served by the public and private infrastructure and utility systems generally depicted on the Approved Plans, including, as applicable, water, sanitary sewer, stormwater management and drainage facilities, electrical service, natural gas, telecommunications, site lighting, paving, parking, sidewalks, pedestrian facilities and related improvements. The Approved Plans establish the general location, configuration and intent of such infrastructure. Final locations, dimensions, materials, connections, elevations and engineering details may be refined through final engineering, permitting and construction in accordance with this Agreement.

8.2 Phased Installation of Infrastructure.

Consistent with Section 5, infrastructure and utility improvements may be constructed and placed into service in phases. Developer shall be required to construct only those infrastructure and utility improvements reasonably necessary to serve, support and provide safe operation of the building, Development Parcel, use or phase then being constructed or occupied, together with

any Development-wide improvement expressly required by the Approved Plans to be completed in connection with that phase.

Infrastructure intended primarily to serve a future building, Development Parcel or phase shall not be required to be constructed solely because the future building or improvement is depicted on the Approved Plans. Nothing herein shall prevent Developer from constructing infrastructure in advance of the phase it is ultimately intended to serve where Developer determines that doing so is efficient, economical or otherwise desirable.

8.3 Water System.

Water mains, service lines, hydrants and related improvements shall be installed generally in accordance with the Approved Plans and applicable requirements of the governmental or utility authority having jurisdiction. Water infrastructure may be installed, extended or modified incrementally as individual phases or Development Parcels are developed. Final building service sizes, meter locations, connections and similar building-specific details shall be determined in connection with the design and permitting of the building or use to be served.

8.4 Sanitary Sewer.

Sanitary sewer mains, laterals, service connections and related facilities shall be installed generally in accordance with the Approved Plans and applicable requirements of the governmental or utility authority having jurisdiction. Final service locations, sizes and connections may be modified to accommodate final building design, Development Parcel boundaries, tenant requirements, field conditions or other engineering considerations without amendment of the PUD.

8.5 Stormwater Management; MDOT Spillway.

The Parties acknowledge and agree that stormwater management for the Development is proposed to be accomplished through the collection and conveyance of stormwater from the Property to and through the existing Michigan Department of Transportation (“MDOT”) spillway and associated drainage infrastructure (the “Stormwater System”).

The Stormwater System shall be designed, permitted, constructed and operated in accordance with the permits, approvals and requirements of MDOT, the State of Michigan and any other state agency possessing jurisdiction over the use of the MDOT spillway or associated State drainage infrastructure. The Parties specifically acknowledge that the technical design and engineering review of the Stormwater System, including the means and location of discharge, connection to or use of the MDOT spillway, conveyance facilities, pipe sizes, elevations, structures, outlet conditions, flow requirements and other engineering criteria regulated as part of the State permitting process, shall be determined through the applicable State of Michigan and MDOT permitting and approval process.

To the fullest extent permitted by law, technical review and approval by the Village or its consulting engineer shall not be required for those components of the Stormwater System that

are reviewed, regulated and approved by MDOT or another State of Michigan agency having jurisdiction. The Village shall not require duplicative engineering review, separate technical approval, or modification of an engineering design that has been approved by the State or MDOT solely for purposes of obtaining or maintaining approval under this PUD.

The Village's review of the Stormwater System shall be limited to confirming that:

- a. the required State or MDOT permit or approval has been obtained before construction, connection or discharge where such permit or approval is legally required;
- b. the Stormwater System does not materially alter the building locations, Development Parcels, access, circulation or other principal land-use elements approved by this Agreement; and
- c. any requirement imposed by the Village is within the Village's jurisdiction and is not preempted, superseded or otherwise committed to the jurisdiction of MDOT or another State agency.

The Village shall not condition PUD approval, site-plan approval, issuance of a building permit, approval of a Development Parcel, or other Village approval upon separate approval of the technical design of the Stormwater System by the Village engineer where the applicable design or component has been approved by MDOT or another State agency having jurisdiction, except to the extent such additional review or approval is expressly required by applicable law and may not lawfully be waived or addressed through this Agreement.

Approval of this PUD shall not be conditioned upon completion of the MDOT or State stormwater permitting process. Developer shall instead obtain the State or MDOT permits and approvals legally required for the Stormwater System before construction, connection, discharge or operation of the applicable regulated improvements, at the time required by the issuing agency. Any Stormwater System design, plan or engineering modification required or approved by MDOT or another State agency having jurisdiction shall be deemed consistent with this Agreement and the Approved Plans and shall not require a PUD amendment, amended site-plan approval, or separate discretionary approval by the Village, provided the modification does not materially alter the overall land-use and development concept established by this Agreement.

Developer may make engineering modifications to the Stormwater System in response to State or MDOT review, permitting requirements, field conditions, construction conditions or coordination with the State drainage infrastructure without Village engineering approval to the extent such matters are within the jurisdiction of MDOT or another State agency and the resulting Stormwater System remains authorized by the applicable State permit or approval.

If MDOT or another State agency requires an alternative means, location, configuration or method of stormwater conveyance or discharge as a condition of approval, Developer may implement the State-approved alternative without amendment of the PUD or further discretionary Village approval, provided the alternative:

- a. complies with the applicable State permit or approval;
- b. does not materially interfere with the approved building locations, Development Parcels, vehicular access or principal public spaces; and

c. does not materially alter the overall development concept established by this Agreement.

The Stormwater System may serve the Property as a single integrated system notwithstanding the future creation, sale, conveyance, lease or separate ownership of Development Parcels. No Development Parcel shall be required to construct a separate stormwater detention, retention, treatment or discharge system where stormwater from that Development Parcel is lawfully accommodated by the Development-wide Stormwater System. Developer and subsequent owners may establish such drainage easements, rights of discharge, access rights, maintenance agreements, cost-sharing agreements, declarations or other instruments as are reasonably necessary to preserve the collection, conveyance, discharge, maintenance, repair and continued operation of the Stormwater System following creation or transfer of Development Parcels.

Nothing in this Agreement grants Developer the right to use MDOT property, the MDOT spillway or other State infrastructure without obtaining any permit or authorization required by the State of Michigan. Nothing herein shall prevent the Village from exercising authority that is expressly conferred upon it by applicable law and that cannot lawfully be limited by this Agreement.

8.6 Utility Easements.

Developer may grant, relocate, modify, expand or establish public or private utility easements reasonably necessary to serve the Development. The precise location or dimensions of an easement may be modified from those depicted on the Approved Plans where necessary to accommodate final engineering, utility-provider requirements, Development Parcel boundaries or field conditions, provided the modification does not materially impair the overall Development. Such modifications shall not require amendment of the PUD.

8.7 Shared Utility Infrastructure.

Utility infrastructure may serve multiple buildings, Development Parcels, tenants or ownership interests within the Development. The subsequent division, sale, lease or separate ownership of a Development Parcel shall not require otherwise functional Development-wide utility infrastructure to be duplicated solely to provide an independent system for each Development Parcel, except where separate facilities are required by applicable law or the utility provider having jurisdiction. Developer and subsequent owners may establish reciprocal easements, utility agreements, maintenance agreements, cost-sharing agreements or other instruments reasonably necessary to provide and maintain shared utility service.

8.8 Utility Service to Development Parcels.

Each Development Parcel may receive separate or shared water, sanitary sewer, electrical, natural gas, telecommunications or other utility service as determined through final design and coordination with the applicable utility provider. A Development Parcel may have separate meters, service connections, accounts or other utility arrangements without affecting the treatment of the Property as an integrated planned development.

8.9 Private and Public Infrastructure.

Nothing in this Agreement shall require the Village to accept ownership or maintenance responsibility for a private drive, utility, stormwater facility, parking facility, sidewalk, landscaping area or other improvement unless the Village separately and expressly accepts such improvement in accordance with applicable law and Village procedures. Likewise, depiction of an improvement on the Approved Plans shall not, standing alone, constitute dedication or acceptance of that improvement by the Village.

8.10 Final Engineering Adjustments.

Developer may make reasonable modifications to utility locations, pipe sizes, structures, grades, drainage facilities, pavement sections, connections, easements and similar engineering details where necessary or desirable due to final engineering, field conditions, utility-provider requirements, construction methods, Development Parcel boundaries or applicable governmental requirements. Such modifications may be approved administratively and shall not require amendment of the PUD where they do not materially alter the overall Development concept or materially impair the functionality of the approved infrastructure. Notwithstanding the foregoing, modifications to the Stormwater System governed by Section 8.5 that are within the jurisdiction of and approved or authorized by MDOT or another State agency shall be governed exclusively by Section 8.5 and shall not require separate administrative engineering approval by the Village except to the extent expressly required by applicable law.

8.11 Existing Infrastructure and Previously Completed Work.

Existing utility and infrastructure improvements that have previously been constructed, restored, relocated, repaired or approved may remain and be incorporated into the Development. Approval of this PUD shall not, solely by reason of such approval, require previously approved or completed infrastructure to be reconstructed or relocated unless modification is required by applicable law as a result of subsequent development or is reasonably necessary to serve a later phase.

8.12 Development Parcel Transfers.

Where a Development Parcel is sold, conveyed, leased or otherwise transferred, the parties to the transfer may allocate responsibility for construction, connection, operation, maintenance, repair and replacement of infrastructure serving that Development Parcel. Such allocation shall not require amendment of the PUD. Where infrastructure serves more than one Development Parcel or the Development as a whole, appropriate easements, agreements, declarations or other legally enforceable arrangements may be established to preserve continued service and access.

8.13 Outside Agency and Utility Approvals.

Nothing in this Section eliminates permits or approvals legally required from a county, state agency, utility provider or other governmental authority having jurisdiction over a particular infrastructure improvement. A modification required by such authority may be approved

administratively under this Agreement where the modification does not materially alter the overall Development concept. The requirement for such outside approval shall not, by itself, reopen or require reconsideration of the underlying PUD approval. With respect to the Stormwater System described in Section 8.5, the specific provisions of Section 8.5 shall control over any inconsistent or additional review requirement contained in this Section.

SECTION 9 FIRE DEPARTMENT ACCESS AND EMERGENCY SERVICES

9.1 Purpose and Relationship to Section 7.

This Section governs site-wide fire department access, emergency circulation, hydrants and related site infrastructure serving the Development. Building-specific fire protection, automatic sprinkler systems, fire suppression systems, fire alarm systems, occupancy classifications, occupant loads, means of egress and other building or life-safety requirements shall be governed by Section 7 and determined in connection with the applicable building, construction or occupancy review.

Nothing in this Section shall be interpreted to accelerate or otherwise alter the timing of building-specific review established by Section 7.

9.2 Emergency Vehicle Access.

The Development shall provide fire department and emergency vehicle access generally in accordance with the Approved Plans and applicable requirements for the buildings, uses and phases actually constructed and occupied. Emergency access may utilize internal drives, parking aisles, designated fire lanes and other paved or approved access areas within the Development.

9.3 Phased Emergency Access.

Fire department access and emergency-service infrastructure may be provided in phases consistent with the phased development authorized by Section 5. Before occupancy of a building or phase, Developer or the owner of the applicable Development Parcel shall provide the emergency vehicle access and site fire-protection infrastructure legally required to serve that building or phase. Developer shall not be required to construct emergency-access improvements intended solely to serve an unconstructed future building or Development Parcel until such improvements are reasonably required for construction or occupancy of that future building or Development Parcel.

9.4 Fire Lanes.

Fire lanes and other designated emergency-access areas shall be established generally in accordance with the Approved Plans and applicable fire-code requirements. Required fire-lane signage, pavement markings or other identification may be installed as individual phases are completed. The precise configuration, alignment or designation of a fire lane may be modified in response to final site design, field conditions, building configuration, Development Parcel

boundaries, construction sequencing or requirements of the fire authority having jurisdiction, provided legally required emergency access is maintained. Such modifications may be approved administratively and shall not require amendment of the PUD where they do not materially alter the overall Development concept or materially impair emergency access to completed and occupied portions of the Development.

Nothing in this Section shall be construed to require separate engineering approval by the Village or its consulting engineer for a fire-lane modification where the applicable configuration is otherwise approved by the fire authority having jurisdiction and no separate Village engineering approval is expressly required by applicable law.

9.5 Hydrants and Water Supply.

Fire hydrants, water mains and other site-wide fire-water infrastructure shall be provided generally in accordance with the Approved Plans and applicable requirements of the fire authority, water-system authority or other governmental authority having jurisdiction. Hydrant locations, water-main connections and related fire-water improvements may be adjusted through final design and review by the fire authority or water-system authority having jurisdiction without amendment of the PUD, provided legally required fire protection is maintained for completed and occupied portions of the Development. Such adjustments may include changes in location, spacing, connection point, service configuration or other related design details reasonably required by final building design, Development Parcel boundaries, field conditions, construction sequencing or requirements of the applicable authority.

Nothing in this Section shall be construed to require separate technical or engineering approval by the Village or its consulting engineer where the applicable hydrant or fire-water improvement has been approved by the authority having jurisdiction and no separate Village engineering approval is expressly required by applicable law.

Nothing in this Section shall establish or determine whether a particular building requires an automatic sprinkler, standpipe, fire-suppression or other building-specific fire-protection system. Any such determination shall be made pursuant to Section 7 in connection with the construction or occupancy of the particular building or improvement.

9.6 Access Across Development Parcels.

Emergency vehicle access, fire lanes, hydrants and related facilities may serve multiple buildings or Development Parcels and may cross separately owned portions of the Property. The subsequent creation or transfer of a Development Parcel shall not terminate, obstruct or materially impair emergency access required to serve another portion of the Development. Where necessary following separate ownership, Developer and subsequent owners shall establish appropriate access easements, emergency-access easements or other legally enforceable rights sufficient to preserve required emergency access throughout the Development.

9.7 Temporary Emergency Access During Construction.

During phased construction, Developer may establish temporary emergency access routes or make temporary modifications to permanent access routes where necessary to accommodate construction. Any temporary arrangement shall provide the access legally required for buildings and portions of the Development that remain occupied during construction. Temporary construction conditions shall not constitute a PUD amendment merely because the temporary emergency-access configuration differs from the ultimate Approved Plans.

9.8 Gates, Bollards and Access-Control Devices.

Bollards, gates, removable barriers or other access-control devices may be installed where appropriate for pedestrian safety, event operations, traffic management or protection of public spaces, provided required emergency access is maintained. Where an access-control device is located within a required emergency route, it shall incorporate such emergency-access capability as may be required by the authority having jurisdiction.

9.9 Event Operations and Emergency Access.

Temporary events, markets, concerts, festivals, vendor activities and other programming authorized by this Agreement may temporarily modify ordinary vehicular circulation, parking or use of outdoor areas. Temporary event layouts shall maintain such fire lanes, emergency routes and emergency access as are legally required for the event and occupied portions of the Development. The use of temporary tents, stages, vendor booths, seating, food-service units or similar event equipment shall not require amendment of the PUD merely because the arrangement differs from ordinary day-to-day site configuration.

9.10 Fire Department Review of Individual Buildings.

Review by the fire authority in connection with construction or occupancy of an individual building shall be limited to matters within that authority's jurisdiction and applicable to the building, use, Development Parcel or phase then proposed. Such review shall not, solely because an individual building proceeds to construction, require completion of unrelated future buildings or improvements except where a particular improvement is legally necessary to provide required emergency access or fire protection to the building or phase under review.

9.11 Modifications Required for Emergency Access.

If final building design, construction conditions or applicable fire-code review requires a reasonable modification to a drive, fire lane, hydrant, sidewalk, parking area, building entrance or similar site feature, such modification may be approved administratively where it does not materially alter the overall Development concept. A PUD amendment shall not be required solely to accommodate a site modification reasonably necessary to provide legally required emergency access or fire protection.

9.12 No Waiver of Applicable Fire Requirements.

Nothing in this Section is intended to waive a mandatory fire-code requirement or prevent the fire authority having jurisdiction from enforcing a requirement legally applicable to a building, use, event or phase. The purpose of this Section is to establish that site-wide emergency access and fire-protection infrastructure may be implemented in coordination with phased development, while building-specific fire and life-safety requirements remain subject to the review process established in Section 7.

SECTION 10 OWNERSHIP, TRANSFERS, SUCCESSORS AND ALLOCATION OF RESPONSIBILITY

10.1 Transfers Permitted.

Developer may sell, convey, assign, lease, ground lease, finance, mortgage or otherwise transfer all or any portion of the Property, any Development Parcel, building, leasehold interest, development right or other interest within the Development, subject to the terms of this Agreement. Except as otherwise expressly provided herein, no such transfer shall constitute an amendment to the PUD, change in developer requiring approval, or other event requiring additional discretionary land-use approval by the Village.

Nothing in this Section shall eliminate any approval, recording, land-division, condominium or other procedure expressly required by applicable law for the legal creation or transfer of the particular real-property interest.

10.2 Transfer to Affiliated Development Entity.

Without limiting Section 1.7, Developer may transfer all or any portion of the Property, Development, development rights or responsibilities under this Agreement to an Affiliated Development Entity. Such transfer shall constitute an authorized implementation of the PUD and shall not require amendment, reconsideration or reapproval of the PUD. An Affiliated Development Entity may thereafter exercise the rights of Developer applicable to the property or responsibilities transferred to it, including the right to own, develop, finance, construct, operate, lease, sell or otherwise transfer Development Parcels or other portions of the Development in accordance with this Agreement.

10.3 Development Parcel Transfers.

Developer or an Affiliated Development Entity may establish and transfer Development Parcels in accordance with Sections 1.6 and 4.16. A purchaser, lessee or other transferee of a Development Parcel shall be entitled to the benefit of the development rights established by this Agreement and the Approved Plans that are applicable to the transferred property, including, as applicable:

- a. the approved development envelope;

- b. permitted uses;
- c. building-height and development standards;
- d. shared parking rights;
- e. vehicular and pedestrian access;
- f. utility and stormwater rights;
- g. signage rights;
- h. rights to participate in or utilize shared Development facilities; and
- i. administrative-modification and other development rights established by this Agreement.

A transferee shall not be required to obtain a new PUD approval solely because ownership, development responsibility, financing or occupancy of a Development Parcel has changed.

10.4 Agreement Runs With the Land.

The provisions of this Agreement that relate to the use, development, operation or maintenance of the Property shall run with the land to the extent permitted by law and shall bind and benefit the Parties and their respective successors and assigns. Following the lawful creation or transfer of a Development Parcel, the rights and obligations of this Agreement applicable specifically to that Development Parcel shall run with and benefit that Development Parcel.

The creation of separate ownership interests shall not terminate or diminish Development-wide rights expressly established by this Agreement, including shared parking, access, circulation, utility, drainage, stormwater, emergency-access and similar rights necessary for continued operation of the integrated Development.

10.5 Assumption of Parcel-Specific Obligations.

Upon transfer of a Development Parcel, the transferee shall assume responsibility for compliance with those obligations under this Agreement that are specifically attributable to the ownership, development, construction, occupancy, operation or maintenance of the transferred Development Parcel from and after the effective date of the transfer. Such obligations may include, as applicable, construction of the building and parcel-specific improvements, building and fire-code compliance, maintenance, landscaping, snow removal, signage, utility connections and other obligations arising from the transferee's ownership or use of the Development Parcel.

Except as otherwise expressly agreed in writing, a transferee shall not assume obligations attributable exclusively to another Development Parcel or to portions of the Development that it does not own or control.

10.6 Release of Developer From Transferred Parcel Obligations.

Upon transfer of a Development Parcel and assumption by the transferee of the obligations applicable to that Development Parcel, Developer shall be released from responsibility under this

Agreement for acts, omissions, construction obligations, maintenance obligations, code compliance, operational requirements and other obligations arising exclusively from the ownership, development, construction, occupancy or use of the transferred Development Parcel occurring after the effective date of the transfer. Developer shall not be responsible for a subsequent owner's failure to construct an approved building, complete parcel-specific improvements, maintain the transferred property, comply with permits or codes, maintain signage or landscaping, or otherwise perform an obligation attributable exclusively to the transferred Development Parcel.

Nothing herein shall release Developer from an obligation attributable to Developer's ownership or conduct occurring before the effective date of the transfer or from a Development-wide obligation that Developer expressly retains following the transfer.

10.7 Retained Development-Wide Responsibilities.

Following transfer of one or more Development Parcels, Developer or an Affiliated Development Entity may continue to own, operate and maintain common or Development-wide facilities, including parking areas, drives, pedestrian areas, public spaces, landscaping, stormwater facilities, utilities, event areas, trail facilities and other common improvements. Responsibility for such facilities may be allocated or transferred through deeds, easements, declarations, reciprocal easement agreements, maintenance agreements, condominium documents or other legally enforceable instruments.

Nothing in this Agreement requires the DDA to retain permanent ownership or maintenance responsibility for a Development-wide facility where responsibility is lawfully transferred or otherwise allocated to another party.

10.8 Shared Facilities and Reciprocal Rights.

Developer, an Affiliated Development Entity and subsequent owners may establish reciprocal easements, cross-access agreements, shared-parking agreements, utility easements, stormwater and drainage easements, emergency-access easements, maintenance agreements, declarations, cost-sharing arrangements and other instruments reasonably necessary or desirable to implement and preserve the integrated Development. Such instruments may establish rights and obligations concerning:

- a. shared parking;
- b. vehicular and pedestrian access;
- c. emergency access and fire lanes;
- d. utilities;
- e. stormwater collection and conveyance;
- f. landscaping and common areas;
- g. snow and ice removal;
- h. lighting and signage;
- i. maintenance, repair and replacement of shared facilities; and

j. allocation of costs associated with shared facilities.

The establishment, amendment or replacement of such private agreements shall not require amendment of the PUD provided the resulting arrangements continue to preserve the Development-wide functions required by this Agreement.

10.9 Separate Responsibility for Violations and Defaults.

A violation, default, code violation, permit violation or failure to perform attributable exclusively to a particular Development Parcel, owner, tenant or operator shall be enforced against the responsible owner, tenant, operator or Development Parcel and shall not constitute a default by Developer, an Affiliated Development Entity, another Development Parcel owner, or the Development as a whole. The Village shall not suspend, revoke, withhold or condition a permit, certificate of occupancy, approval or other entitlement relating to an otherwise compliant portion of the Development solely because of an unrelated violation or default occurring upon another separately owned Development Parcel.

Nothing herein shall prevent the Village from taking enforcement action against a shared or Development-wide facility where the violation actually affects that facility or against another portion of the Development to the extent necessary to address an immediate threat to public health or safety.

10.10 No Cross-Default.

There shall be no cross-default among separately owned Development Parcels solely by virtue of their inclusion within the same PUD. A default by the owner or operator of one Development Parcel shall not:

- a. constitute a default by the owner or operator of another Development Parcel;
- b. constitute abandonment or default of the PUD as a whole;
- c. terminate or impair the development rights applicable to another Development Parcel;
- d. prevent issuance of otherwise available permits or certificates of occupancy for another Development Parcel; or
- e. require another owner to cure the default,

unless the default concerns a shared facility or obligation for which that other owner has expressly assumed responsibility.

10.11 Enforcement Following Transfer.

Following transfer of a Development Parcel, notices concerning an alleged violation or default attributable exclusively to that Development Parcel shall be directed to the then-current owner or responsible party for that Development Parcel. Developer shall not be required to enforce this Agreement against a subsequent owner on behalf of the Village, nor shall Developer be required to cure a subsequent owner's parcel-specific default as a condition of maintaining the PUD approval applicable to the remainder of the Development.

10.12 Transfer of Unconstructed Development Parcels.

A Development Parcel may be transferred before construction of the building or improvements authorized for that parcel. The transferee may thereafter proceed with design, permitting and construction in accordance with the Approved Plans, approved development envelope and this Agreement. The fact that Developer does not itself construct the building depicted or authorized for a Development Parcel shall not constitute abandonment of that building, Development Parcel or the applicable development rights.

10.13 Financing and Security Interests.

Developer, an Affiliated Development Entity and subsequent Development Parcel owners may mortgage, pledge, encumber or otherwise use their respective interests in the Property or Development as security for financing. The granting, modification, refinancing or enforcement of a mortgage or other security interest shall not, by itself, constitute an amendment to or termination of the PUD. A lender, mortgagee or other secured party acquiring title through foreclosure, deed in lieu of foreclosure or similar proceeding shall succeed to the PUD rights applicable to the acquired property, subject to the obligations of this Agreement applicable to such property from and after acquisition.

10.14 No Village Approval of Private Transfer Terms.

Except for approvals expressly required by applicable law, the Village shall have no approval authority over the purchase price, financing terms, lease terms, ground-lease terms, ownership structure or other private economic terms associated with a transfer authorized by this Agreement. The Village shall not condition recognition of a transfer or continued exercise of PUD rights upon approval of such private economic terms.

10.15 Notice of Transfer.

Developer shall provide the Village reasonable written notice following a transfer of fee ownership of a Development Parcel identifying the transferred property and the name and notice address of the transferee. Such notice shall be for administrative and enforcement purposes only and shall not constitute a request for Village consent or approval of the transfer. Failure to provide such notice shall not invalidate the conveyance or terminate the development rights applicable to the transferred property, provided Developer or the transferee supplies the information following written request by the Village.

10.16 Continuing Effect of Integrated PUD.

Notwithstanding any transfer, subdivision, condominiumization, ground lease, separate financing or creation of multiple ownership interests, the Development shall continue to constitute the integrated planned development established by Section 1.6. Separate ownership shall not require recalculation or independent satisfaction of Development-wide parking, access, circulation, landscaping, open-space, stormwater, utility or similar standards except where expressly required by this Agreement or applicable law.

10.17 No Modification of PUD Rights Through Transfer Review.

No administrative process associated solely with a transfer, parcel identification, addressing, utility account, land division, condominium document, deed, mortgage or similar instrument shall be used to impose new land-use conditions, reduce an approved development envelope, eliminate an authorized use or otherwise modify the substantive PUD rights established by this Agreement, except to the extent expressly required by applicable law or agreed to in writing by the affected property owner.

SECTION 11 PUBLIC SPACES, EVENTS AND OUTDOOR OPERATIONS

11.1 Approved Event Operations.

The Parties acknowledge that recurring public and private events, markets, concerts, festivals, community programming, recreational activities and similar uses are intended and approved components of the Lumber Yard at Paint Creek. Such activities may occur within the Event Barn/Main Barn, Market Shed, outdoor gathering areas, lawns, plazas, decks, market and concession areas, trail-related areas, parking or circulation areas temporarily devoted to event use, and other portions of the Development reasonably suited to such activities. The occurrence of such activities shall not constitute a change in use or require amendment of the PUD solely because the event type, operator, sponsor, vendor composition, attendance, admission structure or configuration changes from time to time.

The operation and programming of such spaces for the uses authorized by this Agreement constitutes an approved principal function of the Development and not a series of temporary or special land uses requiring recurring Village authorization.

11.2 Event Frequency and Configuration.

Events and programming may occur on a recurring, seasonal or occasional basis as determined by Developer or the applicable owner or operator. Unless a specific limitation is expressly established by this Agreement, approval of the PUD shall not establish a separate limitation upon the number or frequency of events conducted within the Development. Event layouts may be modified from time to time, including changes in vendor locations, seating, stages, tents, temporary structures, pedestrian areas and similar operational features, provided legally required emergency access and accessibility are maintained. Such temporary configurations shall not constitute amendments to the Approved Plans or the PUD.

11.3 Alcoholic Beverage Service.

Alcoholic beverages may be sold, served, consumed or otherwise provided within authorized portions of the Development in connection with restaurants, tenants, concessions, public or private events, or other activities authorized by this Agreement, subject to all licenses, permits and approvals required by the Michigan Liquor Control Commission or other authority having

jurisdiction. Nothing in this Agreement independently authorizes the sale or service of alcoholic beverages without a license or permit otherwise required by law.

The issuance, transfer, modification or renewal of an alcoholic beverage license applicable to an otherwise authorized use or activity shall not, by itself, require amendment of the PUD.

11.4 Event-Related Parking and Circulation.

In connection with events and programming authorized by this Agreement, Developer or the applicable owner or operator may temporarily close, reserve, reconfigure or utilize parking spaces, internal drives, circulation areas, loading areas, lawns, plazas or other portions of the Development for event operations, vendors, stages, pedestrian areas, public safety, loading or similar purposes. Such temporary arrangements shall maintain legally required emergency access and accessibility. Temporary event-related parking and circulation arrangements shall not constitute amendments to the Approved Plans or require amendment of the PUD.

The issuance of a certificate of occupancy or other approval for a particular building, tenant or Development Parcel shall not permanently allocate Development-wide parking spaces to that building, tenant or Development Parcel or otherwise prevent those spaces from being used as part of the shared parking system or for temporary event operations authorized by this Agreement.

11.5 Operation of Public Spaces; No Event Approval Required.

The operation, management and programming of the public spaces, market areas, Event Barn/Main Barn, Market Shed and other event and gathering areas within the Development for the uses and activities authorized by this Agreement are hereby approved as part of the PUD. Developer shall have discretion to schedule, organize, sponsor, produce, manage and operate events, markets, concerts, festivals, community activities, recreational programming, private events and other activities authorized by this Agreement, and to determine the frequency, duration, attendance, vendors, participants, sponsors, programming and operational configuration thereof.

No separate Village event permit, special-event approval, site-plan approval, land-use approval or other discretionary Village review shall be required solely because Developer conducts, sponsors, authorizes or permits an event, market, program or activity that is within the uses and operations authorized by this Agreement. The Village shall not require Developer to obtain recurring or event-by-event approval for the ordinary operation or programming of the Development, nor shall the Village condition the occurrence of an otherwise authorized event upon discretionary review of its programming, vendors, participants, sponsorship, attendance, layout, frequency or similar operational matters.

For purposes of this Section, activities conducted directly by Developer, or conducted by another person or entity with Developer's authorization as part of the operation, programming or intended use of the Development, shall constitute activities of the Development and shall be entitled to the protections of this Section.

11.6 Independently Required Permits and Legal Requirements.

Notwithstanding Section 11.5, an event or activity shall remain subject to a permit, license, inspection or approval only to the extent that the particular event or activity includes a component, condition or operation for which such permit, license, inspection or approval is independently required by applicable law. Such requirements may include, by way of example, a liquor license or permit, food-service license, permit for a temporary structure where legally required, closure or use of a public street or right-of-way outside the Property, or a building, fire, health or life-safety requirement specifically applicable to the particular condition or activity proposed.

Any such review shall be limited to the specific matter giving rise to the independent legal requirement and shall not constitute or be administered as reconsideration, approval or review of the event itself, the authorized use of the Property, the frequency or nature of programming, or the land-use and operational rights granted by this Agreement. The existence of an independently required permit, license or approval shall not authorize the Village to impose additional event conditions unrelated to the legal requirement giving rise to such permit, license or approval or to require modification of an activity otherwise authorized by this Agreement.

Nothing in this Section shall waive a mandatory requirement of state or federal law or a Village requirement that is independently applicable to the specific regulated component, condition or operation of the particular event or activity and that cannot lawfully be modified, satisfied or addressed through this Agreement.

SECTION 12 ADMINISTRATIVE MODIFICATIONS AND AMENDMENTS

12.1 Purpose.

The Parties acknowledge that the Development will be implemented over time and that reasonable changes in design, engineering, construction, tenants, uses, ownership, operations and field conditions may occur. The purpose of this Section is to distinguish changes that are already authorized by this Agreement, changes that may be approved administratively, and changes that constitute material amendments to the PUD.

12.2 Changes Requiring No Additional PUD Approval.

A change expressly authorized by this Agreement or identified herein as not requiring amendment of the PUD shall require no additional discretionary PUD, site-plan, Planning Commission or Village Council approval solely because the change differs from a detail depicted on an Approved Plan.

Nothing in this Section shall require administrative approval for an activity or modification that another provision of this Agreement expressly authorizes without Village approval.

12.3 Administrative Modifications.

Where this Agreement provides that a modification may be approved administratively, such modification may be reviewed and approved by the Village official charged with administration of the Village zoning ordinance or such other Village administrative employee designated to perform that function, without Planning Commission or Village Council review. Administrative approval under this Section shall not require review or approval by the Village consulting engineer unless the particular modification involves a technical matter for which such engineering review is expressly required by applicable law or another provision of this Agreement.

12.4 Standard for Administrative Review.

Administrative review shall be limited to determining whether the proposed modification:

- a. remains substantially consistent with the uses, character and overall development concept authorized by this Agreement;
- b. does not materially impair required Development-wide access, parking, emergency access, utilities or other shared functions;
- c. does not create a use prohibited by this Agreement; and
- d. does not constitute a Material PUD Amendment under Section 12.6.

Administrative review shall not be used to reconsider the desirability of the Development, impose new discretionary conditions unrelated to the proposed modification, or modify a development right previously granted by this Agreement.

12.5 Outside-Agency and Code-Required Modifications.

A modification required by a governmental agency, utility provider, building official, fire authority or other authority having lawful jurisdiction may be approved administratively where approval is required under this Agreement. Where another provision of this Agreement provides that such modification requires no Village approval, including applicable modifications governed by Section 8.5, that more specific provision shall control.

12.6 Material PUD Amendment.

For purposes of this Agreement, a “**Material PUD Amendment**” means a proposed modification that would materially alter the overall land-use character or principal development concept approved by this Agreement.

A Material PUD Amendment may include:

- a. introduction of a principal use not authorized by this Agreement and materially inconsistent with the approved mixed-use, commercial, public, recreational or community character of the Development;

- b. a material relocation or elimination of a principal Development-wide access point or public-space component without an equivalent replacement;
- c. a material increase in development intensity that cannot be accommodated within the rights and development standards otherwise authorized by this Agreement; or
- d. another modification that substantially changes the overall nature or function of the Development rather than merely refining its implementation.

A modification shall not constitute a Material PUD Amendment merely because it changes a dimension, building design, tenant, Development Parcel boundary, construction sequence, engineering detail, event configuration or other matter otherwise authorized by this Agreement.

12.7 Formal Amendment.

A Material PUD Amendment shall be processed in accordance with the Village procedure legally applicable to amendment of a PUD at the time the amendment is requested. Review of a Material PUD Amendment shall be limited to the portion or subject matter proposed to be amended and shall not reopen portions of this Agreement or the Approved Plans unaffected by the proposed amendment except to the extent required by applicable law.

SECTION 13 DEFAULT, NOTICE AND ENFORCEMENT

13.1 Default.

A Party, Development Parcel owner or other person or entity subject to an obligation under this Agreement shall be considered in default only upon failure to perform a material obligation expressly applicable to that person or entity under this Agreement. A disagreement concerning interpretation of this Agreement or a good-faith dispute concerning the applicability of a requirement shall not, by itself, constitute a default.

13.2 Notice and Opportunity to Cure.

Except in the case of an immediate threat to public health or safety, no enforcement action based upon an alleged default under this Agreement shall be commenced until written notice has been provided to the responsible Party or property owner describing the alleged default with reasonable specificity. The responsible Party shall have thirty (30) days after receipt of notice to cure the default. If the nature of the default reasonably requires more than thirty (30) days to cure, no default shall be deemed continuing if the responsible Party commences corrective action within the thirty-day period and thereafter proceeds with reasonable diligence toward completion.

13.3 Parcel-Specific Enforcement.

Enforcement shall be directed against the owner, operator, tenant, Development Parcel or other party responsible for the alleged violation. Nothing in this Section shall create cross-default liability among separate Development Parcels or expand the obligations of Developer beyond those otherwise established by Section 10.

13.4 No Withholding of Unrelated Approvals.

The Village shall not withhold, suspend or condition an otherwise available permit, certificate of occupancy or approval for a compliant building, Development Parcel or portion of the Development solely as leverage to obtain correction of an unrelated default attributable to another separately responsible party or parcel.

13.5 Emergency Conditions.

Nothing in this Agreement shall prevent the Village or another governmental authority from taking action authorized by law to address an actual and immediate threat to public health or safety. Emergency action shall be limited to the condition giving rise to the immediate threat and shall not constitute reconsideration or suspension of the PUD as a whole.

13.6 Remedies.

Subject to the notice and cure provisions above, the Parties may pursue remedies available under applicable law or this Agreement. Any remedy shall, to the extent practicable, be directed toward curing the specific violation and shall not impair unrelated development rights established by this Agreement.

SECTION 14 TERM AND CONTINUING EFFECT OF PUD APPROVAL

14.1 Effective Date.

This Agreement shall become effective upon approval and execution by the Parties and shall remain effective as provided herein.

14.2 Continuing PUD Approval.

The PUD approval and development rights established by this Agreement shall continue in effect notwithstanding phased construction, changes in ownership, transfer of Development Parcels, changes in tenants or operators, or the passage of time, subject to applicable law. Nothing in this Section shall alter the specific protections concerning phasing and future development rights established elsewhere in this Agreement.

14.3 Completed Improvements and Exercised Rights.

A building, improvement, Development Parcel, use or phase lawfully constructed, established, transferred or occupied pursuant to this Agreement shall remain entitled to the benefit of the PUD rights applicable thereto notwithstanding later changes elsewhere within the Development.

14.4 Subsequent Ordinance Changes.

A subsequent amendment to the Village Zoning Ordinance or other Village regulation shall not retroactively eliminate or reduce a development right, permitted use, approved development envelope, PUD standard or other entitlement expressly established by this Agreement, except to the extent application of the subsequent requirement is mandated by law.

Nothing herein shall prevent Developer from electing to utilize a later ordinance provision that provides greater development flexibility or rights where this Agreement expressly permits such use.

14.5 No Abandonment by Nonuse.

Nonconstruction or nonuse of an approved future building, Development Parcel, use or improvement shall not constitute abandonment or relinquishment of the applicable PUD entitlement unless Developer or the owner of the affected Development Parcel expressly agrees in writing to such abandonment or relinquishment or applicable law mandates otherwise.

14.6 Survival of Agreement.

This Agreement shall remain binding upon the Property and applicable Development Parcels until amended or terminated in accordance with its terms and applicable law. Termination or amendment affecting one Development Parcel shall not terminate rights applicable to another Development Parcel unless expressly stated.

SECTION 15 GENERAL PROVISIONS

15.1 Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

15.2 Notices.

Any notice required under this Agreement shall be in writing and delivered personally, by nationally recognized overnight delivery service, or by certified United States mail, return receipt requested, to the addresses stated in this Agreement or to such other address as a Party may designate by written notice. Notice to the owner of a Development Parcel may be directed to the address identified in the Village property records or in a notice of transfer provided pursuant to Section 10.

15.3 Entire Agreement.

This Agreement, together with the Approved Plans and exhibits incorporated herein, constitutes the agreement of the Parties concerning the PUD and supersedes prior understandings concerning the matters expressly governed hereby. Previously issued permits, approvals, restoration plans, as-built plans and other approvals recognized by this Agreement shall not be extinguished merely because they predate execution of this Agreement.

15.4 Conflict.

In the event of conflict between this Agreement and an Approved Plan, Section 2.6 shall control.

15.5 Severability.

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions shall remain in effect to the fullest extent permitted by law. The Parties intend that any invalid provision be limited or severed rather than causing invalidation of the Agreement as a whole.

15.6 Waiver.

Failure of a Party to enforce a provision of this Agreement on one occasion shall not constitute a waiver of that provision or the right to enforce it on a later occasion. No waiver shall be effective unless in writing by the Party against whom the waiver is asserted.

15.7 Amendment.

Except for modifications expressly authorized without formal amendment pursuant to this Agreement, this Agreement may be amended only in accordance with Section 12 and applicable law.

15.8 Successors and Assigns.

This Agreement shall bind and benefit the Parties and their respective successors and assigns as provided in Section 10.

15.9 No Third-Party Beneficiaries.

Except for successors, assigns, Development Parcel owners and other parties expressly granted rights under this Agreement, nothing herein is intended to create enforceable rights in any person or entity that is not a Party or successor to a Party's rights or obligations hereunder.

15.10 Authority.

Each person executing this Agreement represents that he or she is duly authorized to execute the Agreement on behalf of the entity identified in the applicable signature block.

15.11 Headings.

Section and subsection headings are for convenience only and shall not limit or expand the substantive provisions of this Agreement.

15.12 Interpretation.

This Agreement shall be interpreted as a whole and in a manner that gives effect to each provision. Specific provisions governing a particular subject shall control over more general provisions addressing the same subject.

15.13 Counterparts and Electronic Signatures.

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. Electronic or reproduced signatures may be accepted to the extent permitted by law.

SECTION 16 EXECUTION AND RECORDING

16.1 Approval and Execution.

This Agreement is executed pursuant to approval of the Lumber Yard at Paint Creek Planned Unit Development by the Village and authorization by the Lake Orion Downtown Development Authority.

16.2 Recording.

Following execution, this Agreement, or a memorandum of this Agreement sufficient to provide record notice of the PUD and the continuing rights and obligations established herein, shall be recorded with the Oakland County Register of Deeds so that the existence and effect of the PUD are reflected in the chain of title to the Property.

16.3 Effect of Recording.

Recording shall provide notice of the rights and obligations established by this Agreement but shall not alter the allocation of obligations among Developer, Development Parcel owners, tenants, operators or other parties established herein.

16.4 Future Development Parcels.

Following creation or conveyance of a Development Parcel, Developer may record deeds, easements, declarations, reciprocal easement agreements, maintenance agreements or other instruments necessary to implement the multi-owner Development authorized by this Agreement. No amendment of this Agreement shall be required solely to record such instruments where they are consistent with the rights and obligations established herein.

16.5 Exhibits.

The exhibits attached to and incorporated into this Agreement shall include, as applicable:

Exhibit A – Legal Description of the Property

Exhibit B – Approved Final Site Plan

Exhibit C – Such other plans or documents expressly identified by the Parties as incorporated exhibits.

The absence of a historical permit, restoration or as-built document shall not invalidate a prior governmental approval otherwise recognized under Section 2.2.

SIGNATURES AND ACKNOWLEDGEMENT ON FOLLOWING PAGE

**VILLAGE OF LAKE ORION,
a Michigan municipal corporation**

By: _____
Name: _____
Title: _____

Date: _____

**LAKE ORION DOWNTOWN DEVELOPMENT AUTHORITY,
a Michigan downtown development authority**

By: _____
Name: _____
Title: _____

Date: _____

**STATE OF MICHIGAN)
COUNTY OF OAKLAND)**

The foregoing instrument was acknowledged before me on _____, 2026, by
_____, as _____ of the Village of Lake
Orion, a Michigan municipal corporation, on behalf of the Village.

Notary Public, State of Michigan
County of _____
My Commission Expires: _____
Acting in the County of _____

**STATE OF MICHIGAN)
COUNTY OF OAKLAND)**

The foregoing instrument was acknowledged before me on _____, 2026, by
_____, as _____ of the Lake Orion
Downtown Development Authority, on behalf of the Authority.

Notary Public, State of Michigan
County of _____
My Commission Expires: _____
Acting in the County of _____