

APPENDIX “A”

CHARGES / FEES

Charges and fees for availability, frontage, trunkage, laterals, services, and inspection shall be paid in accordance with Jamestown Charter Township’s ordinance to administer, regulate, and provide for the connection to and use of the public water and sanitary sewer systems, and to provide for the setting and collection of rates and charges for the use of the water and sewer systems.

APPENDIX "B"

Public Utilities Easement
Parcel No.

EASEMENT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that _____
whose address is _____ (the "OWNER") a
(corporation) (partnership) (limited liability company) formed under the laws of the State of
Michigan, and the CHARTER TOWNSHIP OF JAMESTOWN whose address is 2380 RILEY
STREET, HUDSONVILLE, MI 49426, (the "GRANTEE"), agree as follows:

The Owner is the owner of real property as described below and Owner wishes to construct certain utilities in accordance with plans and specifications furnished by the Owner and approved by Grantee which shall become public utilities upon their construction and acceptance by Grantee, and Owner desires to convey all right, title and interest to the utilities constructed by Owner, as well as grant an easement to Grantee regarding such utilities and such future utilities as Grantee may construct within such easement.

The Owner, for and in consideration of the sum of One Dollar (\$1.00), receipt of which is acknowledged, does hereby convey, grant and release to the GRANTEE, its successors and assigns, a permanent easement and right-of-way in which to build, install, construct, inspect, operate, maintain, repair and replace public service or utility components consisting of water mains, sanitary sewer lines, force mains, drains, storm sewers, other public service or utility facilities, or any combinations thereof, and other related improvements necessary to provide such public services (the "Improvements") over, across, under, and through the following parcels of land situated in the TOWNSHIP OF JAMESTOWN in the County of Ottawa, State of Michigan, known as the parent parcel, and described as:

SEE ATTACHED EXHIBIT A

the "Property"), together with the right of ingress and egress to, from and over said lands.

The easement located on the Property shall consist of a Permanent Easement as more specifically described below.

SEE ATTACHED EXHIBIT A

The Grantee may remove pavement, fences, shrubs, trees, or other surface or subsurface landscaping or improvements if required for its exercise of the easement rights. This conveyance includes a release of any and all claims to damages arising from or incidental to the exercise of any of the rights granted herein, except that the Grantee will restore the surface of the Property to its original condition as near as may be reasonable for any activities Grantee conducts on the surface of the property. Such restoration shall include grading, seeding and repair of roadway, driveway, walkway and parking areas (paved and unpaved) but shall not include replacement of trees, shrubs, fences, or other landscaping or improvements.

The Owner shall not place, or permit to be placed, trees, major shrubbery, fences, buildings, structures or other construction of any kind or nature upon, over or under the above-described Permanent Easement without the prior written consent of the Grantee.

The Owner hereby agrees to save and hold Grantee harmless from any and all claims, debts, causes of action or judgments for any damage to property and/or injury to any person which may arise out of any construction within or use of easement areas by the Owner, its agents, employees, representatives, contractors, successors or assigns.

The Owner and its successors or assigns agree that if any buildings or other structures are constructed by it, its successors or assigns, near or adjacent to said Permanent Easement, and because of the construction of such buildings and other structures, it should become necessary to structurally support, shore, brace or otherwise provide for the stability of such buildings, surface or subsurface structures so that the Grantee may perform the work of constructing, maintaining, replacing and repairing the facilities installed within the easement, the Owner shall assume such expense for support, shoring and bracing; provided, however, that the Grantee shall consult with the Owner, its successors and assigns before performing the work with respect to alternative methods of construction, repair, improvement, maintenance or replacement. The Owner and the Grantee shall confer promptly and shall avoid jeopardizing the health, welfare and safety of the public by unnecessary delays in consultation.

The Owner reserves the right to grant to others additional easement rights, in the easement hereby being granted, for the installation and maintenance of gas, electric power, telephone structures and lines; said right being subject to approval by the Grantee as to location and size of the proposed easement and utilities. Said approval by the Grantee shall not be unreasonably withheld. All such additional easements shall be subject to the prior rights of the Grantee and additional expenses incurred in the construction maintenance, repair or replacing of the facilities owned by the Grantee resulting from these additional easements and the presence of gas, electric or telephone structures and lines, shall be assumed by the owners of the structures or lines causing such extra expense.

**EXHIBIT A
TO EASEMENT AGREEMENT**

PARCEL NO.:

PROPERTY DESCRIPTION:

PERMANENT EASEMENT DESCRIPTION:

APPENDIX "C"
WATER AND/OR SEWER
DEVELOPMENT CONTRACT
CONTRACT FACE PAGES

I. **PARTIES**

A. **DEVELOPER** (the "Developer"):

Name

Address

Type of legal entity, i.e. corporation, partnership, limited liability
Company, individual, etc.

B. **JAMESTOWN CHARTER TOWNSHIP** (the "Township"),
whose address is: 2380 Riley Street, Hudsonville, MI 49426

II. **DESCRIPTION OF DEVELOPER'S DEVELOPMENT** (the "Development").

III. **DESCRIPTION OF WATER AND/OR SEWER**
EXTENSIONS/IMPROVEMENTS TO BE CONSTRUCTED BY DEVELOPER IN
ACCORDANCE WITH THIS DEVELOPMENT CONTRACT (the "Project").

See Attached Exhibit A

IV. **DESCRIPTION OF PUBLIC SIDEWALK AND/OR BICYCLE PATHWAY**
EXTENSIONS/IMPROVEMENTS TO BE CONSTRUCTED BY DEVELOPER IN
ACCORDANCE WITH THIS DEVELOPMENT CONTRACT (the "Project").

See Attached Exhibit A

V. **DESCRIPTION OF STREET LIGHTING TO BE INSTALLED BY DEVELOPER**
IN ACCORDANCE WITH THIS DEVELOPMENT CONTRACT (the "Project").

Note: A map showing the location of the Development and the Project, which separately identifies all sidewalk, non-motorized path, watermain and/or sanitary sewer extensions/improvements, must be attached to this Development Contract.

VI. **PROJECT COMPLETION DATE** (the “Completion Date”): _____

VII. **IRREVOCABLE LETTER OF CREDIT**

A. Required prior to commencement of construction:

YES XX NO _____

B. Amount of letter of credit: \$X,XXX.XX

VIII. **WATER AVAILABILITY FRONTAGE FEES**

A. Basis of Water Availability Frontage: _____

B. Amount of Water Availability Frontage Fee: \$ _____

C. Payment Terms: _____

IX. **WATER TRUNKAGE FEE**

A. Basis of Water Trunkage Fee: _____

B. Amount of Water Trunkage Fee: \$ _____

C. Payment Terms: _____

X. **WATERMAIN PAYBACK ARRANGEMENTS**

A. Basis of Payback Arrangements for Watermain: _____

B. Maximum Amount of Watermain Payback Payments to the Developer:
\$ _____

C. Payment Terms:

D. Expiration Date of Payback Arrangements: _____

E. The Developer acknowledges that the obligation of the Township to make payback payments is contingent upon future events (i.e., water and/or sewer connections) which are not within the control of the Township and therefore the Developer further acknowledges that the amount and frequency of payback payments is not guaranteed by the Township.

XI. **PAYMENT TO THE DEVELOPER FOR OVERSIZING WATERMAIN**

A. Basis of Oversizing Payment for Watermain: _____

B. Amount of Oversizing Payment to the Developer: \$ _____

C. Payment Terms: _____

XII. **SEWER AVAILABILITY FRONTAGE FEE**

A. Basis of Sewer Availability Fee: _____

B. Amount of Sewer Availability Fee: \$ _____

C. Payment Terms: _____

_____ 1

XIII. SEWER TRUNKAGE FEE

A. Basis of Sewer Trunkage Fee: _____

B. Amount of Sewer Trunkage Fee: \$ _____

C. Payment Terms: _____

XIV. SEWER PLANT CONNECTION FEE

A. Basis of Sewer Plant Connection Fee: _____

B. Amount of Sewer Plant Connection Fee: \$ _____

C. Payment Terms: _____

XV. SANITARY SEWER PAYBACK ARRANGEMENTS

A. Basis of Payback Arrangements for Sanitary Sewer: _____

B. Maximum Amount of Sanitary Sewer Payback Payments to the Developer:
\$ _____

C. Payment Terms: _____

D. Expiration Date of Payback Arrangements: _____

E. The Developer acknowledges that the obligation of the Township to make payback payments is contingent upon future events (i.e., water and/or sewer connections) which are not within the control of the Township and therefore the Developer further acknowledges that the amount and frequency of payback payments is not guaranteed by the Township.

XVI. PAYMENT TO THE DEVELOPER FOR OVERSIZING SANITARY SEWER

A. Basis of Oversizing Payment for Sanitary Sewer: _____

B. Amount of Oversizing Payment to the Developer: \$ _____

C. Payment Terms: _____

XVII. PAYMENT OF PROJECT COSTS

Subject to oversizing payments as summarized above, if any, the Developer shall pay all costs of the Project, including without limitation all costs related to construction of the public water main and/or public sewer main, water services, sewer laterals and related improvements and appurtenances, the cost of acquiring necessary interests in land and right of ways, engineering, restoration and replacement, the cost of connecting the Project to the existing water or sewer system, the cost of connecting the Development to the Project and the Permit, Plan Review and Construction Inspection Costs identified in XVII below.

XVIII. PERMIT, PLAN REVIEW, AND CONSTRUCTION INSPECTION COSTS:

In addition to the payment of Project costs and applicable availability fees, trunkage fees and all other rates, charges and costs imposed by applicable Township ordinance, the Developer shall reimburse the Township for costs of (a) sanitary sewer and watermain construction permit submittals, (b) Township Engineer and staff review of plans, and (c) construction inspection performed by the Township or the Township's duly authorized representatives.

**XIX. INSTALLATION, OPERATION AND MAINTENANCE OF STREETLIGHTING;
CONSENT TO SPECIAL ASSESSMENT:**

A. Developer has agreed to install, or cause to be installed at Developer's sole cost, the Street Lighting as specified in this Contract and other Township approvals for the Development. Developer agrees that the Street Lighting is necessary for the Development.

- B. By this Contract, Developer petitions the Township for the establishment of a special assessment district, to be known as the “_____ Street Lighting Special Assessment District No. 1” (the “District”). The District consists of the Development and the lots or units therein (as more particularly described in this Contract). The District shall remain in existence for as long as the Street Lighting is maintained within the Development in accordance with the Streetlighting Contract and the Development continues to be used for residential purposes. Developer acknowledges that the Township will, in reliance on this Contract, undertake proceedings to establish a special assessment district for the Street Lighting and Developer enters this Contract to induce the Township to do so.
- C. The cost to operate and maintain the Street Lighting shall be specially assessed to the Development (and the lots or units within the Development) in accordance with Act 188 of the Public Acts of Michigan of 1954, as amended (“Act 188”) (or such other statute utilized by the Township, in its sole discretion), the provisions of this Contract, and the special assessment proceedings approved by the Township Board. The special assessment to be levied on the Development (and the lots and units therein) shall be set forth on a special assessment roll (the “Roll”) to be prepared by the Township Supervisor in accordance with Act 188, this Contract, and the Township’s special assessment proceedings. Developer agrees that the nature of the Street Lighting is such that a periodic redetermination of costs may be necessary without a change in the District’s boundaries in accordance with Act 188. The Street Lighting shall be operated and maintained by Consumers Energy (or its successor) in accordance with the Standard Streetlighting Contract by and between the Township and Consumers Energy (the “Streetlighting Contract”).
- D. Developer consents to the use by the Township of this Contract in any manner relating to the Street Lighting, the District, the Roll, and the periodic redetermination of the special assessment, including the admission of this Contract into evidence in any judicial or administrative proceeding relating to the Street Lighting (including any action filed by Developer to challenge the validity of the special assessments or the benefits accruing to the Development from the Street Lighting).
- E. Developer hereby waives its right to formal special assessment proceedings of the type required by Act 188 absent this Contract, waives notice, the right to receive notice and any irregularities in any special assessment proceedings, including public hearings, if any, undertaken by the Township with respect to the special assessments levied in accordance with this Contract, waives the right to any and all public hearings concerning the District and the confirmation of the Roll, and waives the right to challenge in a court of competent jurisdiction any and all of the following: the need for the Street Lighting, the boundaries of the District, the cost of the Street Lighting (including any periodic redetermination thereof), the plans and specifications for the Street Lighting, the amount of the special assessment and the Roll (including any periodic redetermination thereof), the benefit conferred by the Street Lighting, the validity of this Contract and the use of this Contract to establish the District, impose the special assessment and confirm the Roll.
- F. Developer further agrees that:
1. The Development and any individual lots or units now located or hereinafter created or sold within the Development are benefitted by the Street Lighting and

- justify the imposition of the special assessment against the Development and lots and units within the Development in an amount equal to the special assessment;
2. The special assessment to be levied against the Development is proportionate to the benefit received by the Development and lots within the Development from the Street Lighting;
 3. There is a reasonable relationship between the total amount of the special assessment levied against the Development and the enhanced fair market value of the Development and lots and units within the Development due to the Street Lighting , and the amount of the special assessment to be levied against the Development is reasonably proportionate to the amount of such enhanced fair market value of the Development due to the Street Lighting;
 4. To the extent that any lots or units within the Development are not sold, Developer agrees to pay the special assessment imposed on any such lots or units.

XX. MISCELLANEOUS

XXI. AGREEMENT OF THE PARTIES:

In consideration of the mutual covenants and agreements contained in the attached Contract Terms, the parties mutually agree that the Developer will acquire and construct the Project at Developer's sole expense, that after completion of the Project ownership of the Project shall be transferred by the Developer to the Township in accordance with the Contract Terms, and that all aspects of the acquisition, construction, completion, and transfer of the Project shall be governed by the Contract Terms, attached hereto.

IN WITNESS WHEREOF, the parties have executed this Contract.

Witnesses:

DEVELOPER:

(1) _____

By: _____

Its: _____

(2) _____

Dated: _____, 20__

Witnesses:

CHARTER TOWNSHIP OF JAMESTOWN:

(1) _____

By: _____

Its: Supervisor

(2) _____

Dated: _____, 20__

WATER AND/OR SEWER DEVELOPMENT CONTRACT

CONTRACT TERMS

Section 1. **PRECONSTRUCTION MATTERS.** Before commencing construction of the Project, the Developer shall complete all of the following:

(a) Obtain all necessary permits for the installation and construction of the Project from all state and county agencies having jurisdiction and all necessary permission to work in the public right-of-way from the Township, County Road Commission, Michigan Department of Transportation, and other public bodies.

(b) Submit to the Township for approval detailed plans and specifications for the Project prepared by a professional engineer licensed in Michigan. The plans and specifications are to be provided in a format acceptable to the Township. Construction of the Project shall not commence unless and until the Township reviews and approves these plans and specifications in writing. As part of the approval of the plans and specifications, the Township Engineer shall determine the location of the public water main or public sewer, and approve the construction methods and materials used in the construction, including in the case of a public water main extension, the installation of fire hydrant markers. The extension shall cover the entire road or public right of way frontage of the Development to be served by the extension. If the Township requests changes in the plans and specifications for the Project, the Developer agrees to make such changes as shall be requested by the Township provided, however, the Township shall not withhold its approval of the plans and specifications unreasonably and, further, that if Township requirements with respect to the plans and specifications are in conflict with those of the state or any county agency having jurisdiction, the requirements of the state or county agency shall control. The fact that the Township may require higher quality materials or better construction practices than a state or county agency shall not be deemed a conflict and Township requirements shall control. The plans and specifications shall provide for complete restoration to original condition of all paved street surfaces and bicycle paths as well as replacement of all driveways and landscaping disturbed or damaged in the course of the construction of the Project;

(c) Submit to the Township the names of the proposed general contractor and all subcontractors who will be constructing and completing the Project on behalf of the Developer. Construction of the Project shall not commence unless and until the Township has approved in writing the Developer's general contractor and all subcontractors, such approval not to be withheld unreasonably. On request, the Developer shall submit to the Township such additional information concerning the Developer's proposed contractors as the Township shall reasonably request;

(d) Submit to the Township a copy of a proposed written contract between the Developer and its general contractor. The Developer may remove from this contract price information. This contract shall not be signed until approved in writing by the Township. A

copy of the final signed contract shall be provided to the Township. This contract shall contain the following provisions: “The construction project to be completed pursuant to this contract shall be completed in all respects in accordance with the current Jamestown Charter Township Standard Construction Requirements (together, the “Specifications”), and all terms and provisions of this contract and all plans and specifications and other documentation incorporated by reference in this contract or applicable to the construction project provided for in this contract shall be subordinate to the provisions of the Specifications.

(e) Transfer, in consideration of this Development Contract, to the Charter Township of Jamestown, all easements required to construct the Project. All easements shall be in such form and substance as shall be required by the Township. All easements shall be perpetual and shall be at least as wide as required by the Township but no less than twenty (20) feet in width in any event. The Developer shall provide to the Township such proof of title and other title documentation as the Township shall reasonably require in order to verify that the Township is receiving good title to all easements being transferred to the Township by the Developer.

Section 2. **PROJECT CONSTRUCTION.** The Developer shall cause the Project to be constructed in accordance with the approved plans and specifications in a good and workmanlike manner and so as to meet all quality standards and tests which would apply and be conducted if the Township itself constructed and acquired the Project. During construction of the Project, the Township shall have the right, at the cost of the Developer, to undertake with Township employees or third party contractors such inspection of the Project as the Township shall deem appropriate. No change order shall be issued with respect to the approved plans and specifications without prior written approval of the Township, such approval not to be withheld unreasonably.

Section 3. **DEWATERING.** If the Project requires dewatering, the Developer agrees that the Developer alone, at the Developer’s sole cost, is responsible for any negative impact caused by Project dewatering including, but without limitation, the drying of lakes, streams, or ponds or the quantity, quality and taste of the well water supply of any lands. No Project shall be transferred to the Township, and the Township will not approve any Project or accept ownership thereof, unless and until the Township is satisfied that all negative impact to well water supplies, or bodies of water, caused by the Project have been fully and satisfactorily corrected. The Township may require written documentation from the owner of lands whose well water supply, or body of water, has been affected by Project dewatering that such land owner is satisfied with his/her/their well water supply, or body of water, if the lands have not been connected to the public water system. In the event of a disagreement between the Township and the Developer as to whether a particular well or body of water has been adversely affected by the Project, the Township’s engineer shall make a written determination and this determination shall be final and binding on the Township and the Developer.

Section 4. **COMPLETION OF THE PROJECT.** The Project shall be completed and made available to the Township for final inspection and approval no later than the Completion Date. Upon completion of the Project and after final inspection and written approval by the Township, such approval not to be withheld unreasonably, the Project shall be transferred by the Developer, in consideration of this Development Contract, to the Charter Township of Jamestown pursuant to the Township's standard form Warranty Bill of Sale.

The Township shall not be obligated to approve the Project or accept ownership thereof unless and until the Township is satisfied the Project has been constructed in accordance with the approved plans and specifications and in a good and workmanlike manner and, further, that the Project meets all quality standards and tests which would apply and be conducted if the Township itself acquired and constructed the Project. In addition, the Township shall not be obligated to approve the Project and accept ownership thereof unless and until all of the restoration has been fully completed.

Prior to approval of the Project and acceptance of ownership thereof, the Township shall receive from the Developer such waivers of lien, affidavits and other documentation as the Township shall reasonably deem necessary to be assured that all contractor(s) and all pipe, equipment and other suppliers in connection with the Project have been paid in full and that there are no liens or other unpaid obligations outstanding with respect to the Project.

The Township also reserves the right to require, prior to approval of the Township and acceptance of ownership thereof and at the cost of the Developer, a written opinion from the Developer's consulting engineer that the Project has been constructed and completed in accordance with the approved plans and specifications.

If the Contract Face Pages require that the Developer provide an irrevocable letter of credit prior to commencement of construction in order to guarantee completion of the Project by the Completion Date, this irrevocable letter of credit shall be issued by a bank having an office in Ottawa County in favor of the Township in the amount shown on the Contract Face Pages. The letter of credit to be provided shall be in such form and with such provisions as the Township shall reasonably require.

The Project shall not be connected to the Township's sewer and/or water systems unless and until the Township has completed its final inspection and approved the Project in writing. If the Developer desires to connect the Project to the water and/or sewer systems in advance of this final inspection and written approval, the Developer shall provide to the Township an irrevocable letter of credit issued by a bank having an office in Ottawa County in favor of the Township in such amount as the Township shall reasonably determine is necessary to pay all costs and expenses related to completing the Project. The letter of credit to be provided shall be in such form and with such provisions as the Township shall reasonably require.

No portion of the Development shall be connected to the Project until the Project has been approved by the Township and the ownership of the Project has been dedicated and conveyed jointly to the Charter Township of Jamestown in the manner provided by these Contract Terms.

The Developer shall cooperate with the Township at all times, whether before or after the conveyance of the Project to the Township, and to the fullest extent with all Project contract and warranty claims deemed necessary by the Township to be made or filed against the Developer's contractor.

If the Project is not completed by the Completion Date, the Township shall have the right to complete the Project at the Developer's expense and to pay the full cost of such completion by making a draw or draws against the Developer's letter of credit. The Developer shall reimburse the Township for all costs incurred in completing the Project including, but without limitation, engineering, third party contractors and the charges of Township personnel necessary to supervise the completion of the Project. To the extent the Township costs to complete the Project are not fully paid by a draw or draws on a letter of credit, the Developer shall pay such amounts to the Township on demand. Amounts not paid on demand shall bear interest at a rate of 1% per month or fraction of a month that the amount remains unpaid.

Section 5. **INSURANCE**. Beginning as and when construction of the Project is commenced, and continuing at all times while the Project or any part thereof is under construction, the Developer and/or its contractor(s) shall continuously carry and maintain the same insurance coverage which is routinely required by the Township with respect to the construction of its own water and sewer projects. The Charter Township Jamestown and its respective Township Board members, officers, agents, employees and Township engineers (together, the "Additional Insureds") shall all be named as additional insured under such insurance, and such insurance shall also provide that it is the primary source of coverage for all such parties named as additional insureds with respect to the Project and the acts of omission of the Developer and its contractor(s) related thereto.

Certificates evidencing the acquisition of all insurance required by this section and that such insurance is in full force and effect shall be deposited with the Township before construction of the Project is commenced. The Developer shall furnish, or cause to be furnished, upon request of the Township, certified copies of all policies required pursuant to this section as well as all amendments and renewals. All insurance policies required pursuant to this section shall contain a provision that they are non-cancelable and not subject to material modification by the insurer except upon 30 days' prior written notice to the Township. At least 30 days prior to the expiration or cancellation of any such insurance policy, there shall be furnished to the Township evidence satisfactory to it that the policy has been renewed or replaced by another policy. Construction of the Project shall not commence unless and until the Township has approved the insurance required to be provided by the Developer and its contractor(s) pursuant to this section in writing, such approval not be withheld unreasonably.

With respect to the Project, the Developer agrees to indemnify the Township and all of the other Additional Insureds named in the first paragraph of this section, from and against any and all claims, costs, actions, causes of action, liability, judgments, losses, or expenses (including reasonable attorney's fees and other expense of defense) resulting from or caused by the acts or omissions of Developer or its contractor(s) in acquiring, constructing and completing the Project or with respect to the legal title to the Project, including all necessary easements, rights of way and interests in land required for the Project.

Section 6. **CONNECTION CHARGES/RATES.** The Developer shall pay all availability fees and trunkage fees in the amounts and in the manner set forth on the Contract Face Pages. The Developer shall pay all rates and charges imposed by the Township pursuant to the applicable rate ordinance or rate resolution with respect to the Project on such terms and provisions as are provided in that rate ordinance or rate resolution. The Township shall be entitled to establish such water rates and/or sewer usage rates as the Township deems appropriate. The Developer will reimburse the Township for the costs of sanitary sewer and watermain construction permit submittals, Township Engineer and staff review of plans, and construction inspection and preparation of Record Plans performed by the Township or the Township's duly authorized representative. The fact the Developer has installed the Project at its expense shall not excuse the Developer or any party owning or utilizing lands and premises within the Development served by the Project or any part thereof from being obligated to pay water and sewer rates and charges or any other charges levied by the Township generally against water and/or sanitary sewer customers.

Section 7. **TOWNSHIPS' UTILIZATION OF THE PROJECT.** As and when the Project has been transferred to the Townships pursuant to the Warranty Bill of Sale referred to in Section 4 above, the Project shall become part of the Townships' water and/or sewer system, as the case may be, and may be utilized by the Townships in such manner as the Townships utilize other portions of their water and sewer systems. Without limiting the generality of the preceding sentence, the Township may connect other water and/or sewer customers to the Project and may also connect water and/or sewer extensions to the Project and connect additional customers to those extensions, all without any obligation to make any payment or reimbursement to the Developer on account of the Developer having constructed the Project at the Developer's expense, unless there is a written agreement to the contrary set forth in the Contract Face Pages or otherwise.

Section 8. **ZONING AND OTHER APPROVALS.** Approval and execution of this Development Contract by the Township does not constitute or imply that the Developer has received or will receive from the Township or any other applicable governmental entity any or all land use, zoning and/or any other approvals from the Township which are required for or applicable to the Development under applicable Township ordinance or law and the Township makes no guarantee to the Developer that any of such approvals will be granted by the Township. The Developer at Developer's sole risk and expense is required to obtain from the Township or other applicable governmental entity all such applicable land use, zoning and/or other approvals for the Development before proceeding with the construction of the Project.

Section 9. **DEFINED TERMS.** All capitalized terms not otherwise defined in these Contract Terms shall have the meanings assigned thereto in the Contract Face Pages.

Section 10. **MISCELLANEOUS.** Neither this Contract nor any rights under it may be assigned nor may any duty be delegated without the prior written consent of the non-assigning or non-delegating party. Any attempt to assign or delegate rights or duties without prior written consent shall be void. This Contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

All notices and other documents to be served and transmitted hereunder shall be in writing and addressed to the respective parties hereto at the addresses stated on the Contract Face Pages or such other address or addresses as shall be specified by the parties hereto from time to time and may be served or transmitted in person or by ordinary or certified mail properly addressed with sufficient postage. This is an integrated contract. It contains the full understanding of the parties and supersedes all other understandings, agreements or conditions, written or oral, regarding the subject matter of this Contract. This Contract has been executed in the State of Michigan and shall be governed by Michigan law, except as to matters pertaining to choice of law. The waiver by any party hereto of a breach or violation of any provision of this Contract shall not be a waiver of any subsequent breach of the same or any other provision of this Contract. If any section or provision of this Contract is unenforceable for any reason, the unenforceability thereof shall not impair the remainder of this Contract, which shall remain in full force and effect. It is contemplated that this Contract will be executed in multiple counterparts, all of which together shall be deemed to be one contract. The captions in this Contract are for convenience only and shall not be considered as part of this Contract or in any way to amplify or modify the terms and provisions hereof. This Contract shall be enforceable only by the parties hereto and their successors in interest by virtue of an assignment which is not prohibited under the terms of this Contract and, with the exception of specified third party beneficiaries, no other person shall have the right to enforce any of the provisions contained herein. No amendment, modification or waiver shall be effective unless in writing and signed by both parties. All rights and remedies set forth in this Contract are cumulative and are in addition to any other legal or equitable rights and remedies.

[END OF CONTRACT TERMS]