

**DEVELOPMENT AGREEMENT**  
Centerpoint Parkway 3

By and between:

**GRANTOR:** CITY OF PONTIAC, a Michigan municipal corporation

and

**GRANTEES:** Peter Harrop / HB Dynamics or Company to be named

Effective as of the date of

March 16, 2016

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## DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") is executed as of this 16 day of March, 2016 ("Effective Date"), by and between the CITY OF PONTIAC, a municipal corporation ("City"), and Peter Harrop / HB Dynamics or Company to be named with Peter Harrop as President, the "Grantee"):

### Purpose of Project and Agreement

WHEREAS, Grantee acquired the property located at 642/652 Meadow Drive plus adjoining tax parcel 14-34-451-015, Pontiac, Oakland County, Michigan (the "**Meadow Property**") from the Revitalizing Auto Communities Environmental Response Trust ("**RACER**") for construction of an office and warehouse; and

WHEREAS, the Meadow Property is located in the City of Pontiac and the City and Grantee recognize that the development of the Property will contribute significantly to the economy of the City of Pontiac; and

WHEREAS, these restrictions are imposed upon the Property to ensure the use and development under a common plan; to protect the owners and occupants of the Property against the improper use of surrounding building sites that will depreciate the value of the Property; to guard against the erection thereon of structures built from improper or unsuitable material; to ensure timely, adequate, and reasonable development of the Property; to prevent haphazard and inharmonious improvements on the Property; and in general to provide the orderly development and efficient maintenance thereof consistent with the intent and objective of these restrictions.

### Terms

In consideration of the foregoing, Grantee hereby agrees as follows:

1. No Preemption. Unless otherwise provided for specifically herein, this Agreement shall not be deemed to waive, preempt or make unnecessary any applicable municipal or governmental process, including but not limited to zoning, variances, brownfield and economic incentives, assessments or fees and that Grantee and/or any user will be required to submit and participate in any appropriate process as provided in the City's ordinances, rules and/or regulations, including all applicable commissions and City Council matters and processes.
2. Michigan Works! Grantee intends to use the Michigan Works! on a non-exclusive basis to advertise job opportunities, and will encourage contractors to participate with Michigan Works!.
3. Zoning. The new construction for an office and warehouse will be in accordance with the applicable portions of the City's zoning ordinances..

4. Jobs. Grantee acknowledges that this is a family-run business and expects to create three jobs which will be filled by family members. Should Grantee seek to offer employment outside of the family, Grantee will advise Michigan Works!.
5. Compliance with Applicable Regulations. Grantee hereby agrees to cause its respective Property to comply with all local, State, and Federal regulations applicable to such Property, as may be amended.
6. Term. This Agreement shall terminate and be of no further force or effect five (5) years from the Effective Date.
7. Effect of Invalidation. If any declaration is held to be invalid by any Court, the invalidity of such provision shall not affect the validity of the remaining provisions hereof.
8. Stipulation of Consideration. The parties of the Agreement hereby acknowledge and stipulate to the consideration set forth herein.
9. Filing with City Clerk. Upon execution of the Agreement, the City will file same with the City Clerk.
10. Force Majeure. Grantees shall neither be liable for loss, damage, detention or delay nor be deemed to be in default for failure to comply with this Development Agreement when prevented from doing so by causes beyond is reasonable control including but not limited to acts of war (declared or undeclared), Act of God, Fire, strike, labor difficulties, acts or omissions of any governmental authority, compliance with government regulations, insurrection or riot, embargo, delay or shortages in transportation or inability to obtain necessary labor, materials, or manufacturing facilities from usual sources or from usual sources or from defects or delays in the performance of its suppliers or subcontractors due to any of the foregoing enumerated causes. In the event of delay due to any such cause, the date of performance will be extended by period equal to the delay plus a reasonable time to resume performance.

*[Signatures are on the Following Page]*



IN WITNESS WHEREOF, The parties have caused this Development Agreement to be executed by affixing their signatures below.

**CITY OF PONTIAC**

Joseph M. Sobota, M.P.A.  
Joseph M. Sobota, M.P.A., City Administrator

3/16/16  
Date

John R. Baker  
Witness

**HB Dynamics**

By: Peter Harrop

3-17-16  
Date

Miriam Coy  
Witness

John R. Baker