

PINE RIVER TOWNSHIP

Gratiot County, Michigan

May 20, 2025

Agenda

1. Call to Order
2. Pledge to the Flag
3. Roll Call
4. Brief Public Comments (3 Minutes)
5. Approval of Agenda
6. Approval of Minutes – April 15, 2025
7. Approval to Pay Bills
8. Reports by Boards, Committees & Agents
 - a. Treasurer's Report
 - b. Budget Report
 - c. Zoning & Blight Report
 - d. Assessor's Report
 - e. Fire Board Report
9. Business before the Board
 - a. Land Division-12-007-018-50-Hazen
 - b. Community Clean Up Report
 - c. Computers/Printers
 - d. Community Benefit Agreement
10. Announcements and Upcoming Meetings
 - a. Kathy Vanderbeek- Letter of Resignation
 - b. Next Board Meeting – June 17, 2025
11. Adjournment

MINUTES OF THE PINE RIVER TOWNSHIP BOARD
MONTHLY MEETING
MAY 20, 2025

1. The regular monthly meeting of the Pine River Township Board was called to order at 7:00PM by Supervisor Beeson at the Township Hall.
2. Pledge to the Flag: The Board and the Public said the Pledge to the flag.
3. Roll Call: Best: present; Moeggenborg: present; Beeson: present; Whitmore: present; Baker: present. (5) Board members present, (0) absent.
4. Public Comments: Lee Aldrich (6675 N Winans Rd) asked for the Township Board to consider speed limit for Winans due to safety concern; cited Rail Trail, cyclists, and walkers along the road; Aldrich also referenced width of road compared to Luce and Luce's 50MPH versus Winans' 55MPH.
5. Approve the Agenda:
 - a. Motion made by Moeggenborg; second by Best: to approve the Agenda with addition of 9d. All present Board members approved. Motion carried 5-0.
7. Approval of Minutes:
 - a. Motion made by Baker: second by Moeggenborg: to approve the Minutes of the regular meeting of April 15, 2025. All present Board members approved. Motion carried 5-0.
8. Approval to Pay Bills:
 - a. Motion made by Moeggenborg; second by Whitmore: to approve the payment of bills for the total \$115,203.68. All present Board members approved. Motion carried 5-0.
9. Reports by Boards, Committees, and Agents:
 - a. Treasurer's Report: Discussion: Board reviewed, bank reconciliations have been received and reviewed by all present. Placed on file.
 - b. Budget Report: Discussion: report placed on file.
 - c. Zoning and Blight Officer: Discussion: report placed on file.
 - d. Assessor Report: no report
 - e. Fire Services: Beeson noted that expenses are up in St. Louis due to increase in fire rescue runs
10. Business before the Board:
 - a. Land Division 12-007-018-50
 1. Motion made by Baker: second by Moeggenborg: to approve the Land Division as presented to create Residual Parcel #2912-07-018-51 and Child Parcel #2912-007-018-55. All present Board members approved. Motion carried 5-0.
 - b. Community Clean Up Report
 1. Discussion of Saturday's Granger Trash truck at Township. Paid \$2461.37 for 14.27 tons. Positive report from residents and a great turn out. Discussion also included gratitude for DTE employee volunteers for supporting our event and helping.
 - c. Computers/Printers
 1. Motion made by Baker: second by Moeggenborg: to approve the cost of up to \$2000 for printers for Katie, Kathy, Doug, and Andi. All present Board members approved. Motion carried 5-0.
 - d. Community Benefit Agreement
 1. Motion made by Moeggenborg; second by Best: to approve the Agreement as presented. All present Board members approved. Motion carried 5-0.

11. Announcements and Upcoming Meetings

- a. Next Board Meeting – June 17, 2025
- b. K. Vanderbeek submitted resignation; discussion about her replacement

12. Adjournment:

- a. Motion made by Baker: second by Best: to adjourn the meeting at 8:00PM. All present Board members approved. Motion carried 5-0.

Submitted by Andi Whitmore, Clerk

PINE RIVER TOWNSHIP

1495 W. MONROE ROAD
ST. LOUIS, MICHIGAN 48880

PHONE 989-681-5523

Date: May 8, 2025

FROM: Douglas Merchant
Pine River Township Assessor

TO: Pine River Township Board

RE: Application for Land Division
Filed by: Theodore D. & Caprice L. Hazen

Regarding parcel number: 12-007-018-50

I have reviewed the request to split a parcel of land referenced above and researched title history and maps of township and would recommend that the Township grant this application with the following Exceptions and/ or stipulations:

Taxes: Summer 24 pd_ & Winter 24 pd_ Tax Cert. Attached from County

Maximum divisions allowed---5

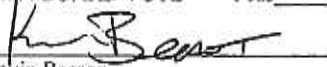
Splits applied for in this application: 1

Summary: Splitting off 1.03A for family to build home

Stipulations: If parcel is enrolled in Public Act 116 it will be the Owners responsibility to make sure that all corrections have been made and approved by State of Michigan.
Must meet all other Zoning guide lines for any new construction


Douglas Merchant
Pine River Township Assessor

TWP. BOARD VOTE Yeas 5 Nays 0 Dated: 5/20/25


Kevin Beeson
Supervisor

If approved new Parcel #'s will be

Residual # 2912-007-018-51

Child # 2912-007-018-55

RECEIVED
MAY 01 2008

Doug Merchant
BY Pine River Township Assessor

TOWNSHIP PARCEL DIVISION APPLICATION

Pine River Township

1495 W. Monroe Road, St. Louis, MI 48880

(989) 681-5523

You **MUST** answer all questions **and** include all attachments, or **this will be returned to you.** Bring or mail to Pine River Township at the above address.

Approval of a division of land is required before it is sold, when a new parcel is less than 40 acres and not just a property line adjustment (Sect 102 e & f)

This form is designed to comply with Sec. 108 and 109 of the Michigan Land Division Act (formerly the subdivision control act, P.A. 288 of 1967 as amended, particularly by P.A. 591 of 1996 and P.A. 87 of 1997, MCL 560 et.seq.) (**Approval of a division is not a determination that the resulting parcels comply with other ordinances or regulations.**)

1. **LOCATION of PARENT** to be split: Address: 10355 N. REID RD

Road Name: N. REID RD

PARENT PARCEL IDENTIFICATION NUMBER: 12-007-018-50

Parent Parcel Legal Description (DESCRIBE OR ATTACH) ATTACHED

2. **PROPERTY OWNER INFORMATION:**

Name: Theodore D. + Caprice L. Hazen

Address: 10355 N. REID RD, ALMA MI

Phone: (989) 513-3126 Zip Code: 48801

3. **PROPOSED DIVISION(S) TO INCLUDE THE FOLLOWING**

a. Number of new Parcels: 1

b. Intended use (residential, commercial, etc.) RESIDENTIAL

c. Each proposed parcel if 10 acres or less, has a depth to width ratio of 4 to 1 or _____ to _____ as provided by ordinance.

d. Each parcel has a width of 150' (not less than required by ordinance).

e. Each parcel has an area of 1.03 (not less than required by ordinance).

f. The division of each parcel provides access as follows: (check one)

i. Each new division has frontage on an existing public road.
Road name N. REID RD

ii. _____ A new public road,
proposed road name: _____

iii. _____ A new private road,
proposed road name: _____

g. Describe or attach a legal description of proposed new road, easement or shared driveway:

N/A

h. Describe or attach a legal description for each proposed new parcel: _____

ATTACHED

4. **FUTURE DIVISIONS** being transferred from the parent parcel to another parcel. Indicate number transferred 0 (Sec section 109 (2) of the Statute. Make sure your deed includes both statements as required in 109 (3 & 4) of the Statute.

5. **DEVELOPMENT SITE LIMITS** (Check each which represent a condition which exists on the parent parcel). NONE

- Waterfront property (river, lake, pond, etc.)
- Is within a flood plain
- Includes wet lands
- Includes a beach
- Is on muck soils or soils known to have severe limitations for on site sewage system

6. **ATTACHMENTS** - All the following attachments MUST be included. Letter each attachment as shown:

- a. A scale drawing (survey that complies with the requirement of P.A. 132 of 1970 as amended for the proposed division(s) of the parent parcel showing:
 - (1) Current boundaries (as of March 31, 1997), and
 - (2) All previous divisions made after March 31, 1997 (indicate when made or none, and
 - (3) The proposed division(s), and
 - (4) Dimensions of the proposed divisions, and
 - (5) Existing and proposed road/easement right-of-way(s), and
 - (6) Easements for public utilities from each parcel that is a development site to Existing public utility facilities, and
 - (7) Any existing improvements (building, wells, septic system, driveways, etc.), and
 - (8) Any of the features checked in question number 5.

- b. If the splits will necessarily involve construction of a private road or drive for ingress and egress:
 - (1) Indication of approval or permit from the Gratiot County Road Commission that a proposed easement to provide vehicular access to an existing road or street and meets applicable location standards, and further that said road or drive to be constructed will comport with current Gratiot County Road Commission guidelines for road construction.
 - (2) A document acceptable to the Township which shall be recorded with the County Register of Deeds Office and filed with the assessor or designee, specifying the method of private financing of all maintenance, improvements, and snow removal, the apportionment of these costs among those benefited, and the right of the Township to assess such costs against those properties benefited, plus a 25% administrative fee, and to perform such improvements in the event of a failure of those benefited to privately perform these duties for the health safety and general welfare of the area.

c. A copy of any reserved division rights (sec. 109(4) of the act) in the parent parcel.

d. A fee of \$ 275.00 per division.

7. **IMPROVEMENTS** - Describe any existing improvements (buildings, well, septic, etc. which are on the parent parcel or indicate none): _____

8. **AFFIDAVIT** and permission for municipal and state officials to enter the property for inspections:

I agree the statements made above are true, and if found no to be true, this application, and any approval will be void. Further, I agree to comply with the conditions and regulations provided with this parent parcel division. Further, I agree to give permission for officials of the municipality, county and the State of Michigan to enter the property where this parcel division is proposed for purposes of inspection. Finally, I understand this is only a parcel division which conveys only certain rights under the applicable local land division ordinance and the State Land Division Act (formerly the subdivision control act P.A. 288 of 1967. as amended (particularly by P.A. 592 of 1996 and P.A. 87 of 1997, MCL 560.101 et seq.) and does not include any representation or conveyance of rights in any other stature, building code, zoning ordinance, deed restrictions or other property rights.

Finally, even if this division is approved. I understand local ordinances and State Acts change from time to time, and if changed, the divisions made here must comply with the new requirements (apply for division approval again) unless deeds representing the approved divisions are recorded with the Register of Deeds or the division is built upon before the changes to laws are made.

PROPERTY OWNER'S SIGNATURE 
DATE: 4/29/25

FOR OFFICE USE ONLY - Reviewer's action: Total Fee \$ _____

Check # _____

Signature: _____

Application Completion Date: _____

Approval Date: _____

Parent Parcel Number (to be retired): _____

New Parent (Residual) Parcel Number: _____

Child/Children Parcel Number(s): _____

COMMUNITY BENEFIT AGREEMENT

This Community Benefit Agreement (this "Agreement") is made to be effective as of the 20th day of May, 2025 (the "Effective Date"), between Pine River Township, in Gratiot County, Michigan ("Township"), a Michigan general law township of 1495 W. Monroe Road, Saint Louis, Michigan 48880, and Detroit Electric Company, a Michigan corporation, of 1 Energy Plaza, Detroit, MI 48226 ("Developer"). The Township and Developer are sometimes referred to together as the "Parties."

RECITALS

A. The Township is a host community to Pine River Solar Park (the "Project") to be located on lands within the Township ("the Property") and the Parties desire to enter into this Agreement to best facilitate use of the Property for the Project, to mitigate any impact from the Project upon the community, and to facilitate efficient development, operation, and maintenance of the Project in a manner beneficial to the Township and its residents.

B. Through this Agreement the Parties intend to establish a manner of proceeding with the Project which best protects the Township, its residents, the public.

C. Developer has obtained all necessary Township zoning permits and approvals for the construction and operation of the Project as evidenced in resolutions approved by the Pine River Township Planning Commission on May 24, 2023 and November 14, 2022. To the best of the Township's knowledge, Developer is in full compliance with and has obtained all other necessary permits and permissions under other local, state, and federal laws and regulations.

D. To facilitate development of the Project and timely enhancement of the electrical grid, both Parties recognized the value of timely and open communication and cooperation to prioritize completion and operation of the Project in an efficient manner designed to enhance the local electrical grid and to provide a valuable addition to infrastructure which serves the public.

E. Developer is willing to, and commits to, as stated herein, pay to the Township funds to benefit the community in a manner designed to ensure that the public continues to benefit and to enhance the services that the Township may provide to the public in such regard as further provided herein. Such payment under this Agreement is in addition to any required tax or payment in lieu of tax payments owed under the law and is an ordinary and necessary business expense of Developer.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the Parties mutually agree as set forth in this Agreement, and the Recitals set forth above are incorporated into and made a part of the Parties' Agreement:

1. Cooperation Between the Township and Developer

The Township and Developer have entered into this Agreement to foster a cooperative working relationship with respect to the Project. Both Parties agree to work constructively and in good faith with the other to promote their mutual interests and further agree to cooperate to the maximum extent consistent with their respective activities and responsibilities. The rights, duties and obligations of the Parties hereunder shall be exercised in good faith and in a commercially reasonable manner.

2. Term

This Agreement shall commence on the Effective Date hereof and, except as otherwise provided herein, shall continue until the Township receives the twentieth payment of the Annual Community Benefit Payment. If the Project is re-constructed following the expiration of the useful life of the initial project construction the Parties may re-negotiate this Agreement. This Agreement shall remain in full force and effect regardless of the standing and status of any other agreement and remains enforceable in full by the Parties hereto. The Term is subject to the provisions set forth below regarding Termination.

3. Community Benefit Payment

The Developer desires to assist the Township with its public services such as, but not limited to, law enforcement, fire protection services, inspectional services, improved roads, parks and recreation, and permitting and consulting services. Accordingly, the Developer agrees to pay an annual community payment to the Township, in the amount and under the terms provided herein.

A. Annual Community Benefit Payments, for the Term, the Developer shall pay to the Township the sum of \$3,000 per megawatt of the nameplate capacity of the Project (the "Community Payment") which shall be made on October 15th of each year (with payments occurring on the next business day if October 15th falls on a weekend or recognized holiday) and continue for the Term ("Community Payment Date"). The Community Payment shall constitute a contribution by Developer to the furtherance of public services and/or other economic development in the Township. The Community Payment shall be used by the Township for any of the following: (a) local police, fire, or other emergency services; (b) construction, repair, or maintenance of infrastructure; (c) the improvement of the park systems, economic development projects or other services provided in the Township, or (d) any other permissible public purposes which improve the quality of life in the Township and/or foster economic development, all which shall be determined by the discretion of the Township Board.

Developer shall have the right, but is not obligated to, once a year to examine Township public records including financial statements and required audits which may involve administration of the Community Payment as provided in this Agreement. Upon reasonable advance notice by Developer, the Township, related to an annual inspection of public records, will provide Developer

or its authorized representatives with access to all personnel, property, books, and records necessary to effectuate an internal audit by Developer if so desired. The facilitation of such an internal audit and inspection/production of Township public records shall follow, to the extent reasonably possible, record production procedures within the Michigan Freedom of Information Act, Act 442 of 1976, MCL 15.231 *et seq.*, In lieu of an annual inspection of public records, Developer may alternatively request certification annually of the Township Supervisor that funds provided under this Agreement are being utilized consistent with this Agreement.

Further, despite any permissions to review financial records, this Agreement shall not be construed to impose any more comprehensive financial reporting obligation on the Township than what is required under state law. The Township shall expressly not be required to create additional financial documents for this Agreement and may deposit and account for Community Payment funds in a lawfully compliant manner that it chooses. Moreover, it is expressly understood and recognized that the Township may save Community Payment funds in its accounts to accumulate necessary funds that can pay for projects which have costs that exceed an annual deposit amount.

4. Representations of the Parties

A. The Parties to this Agreement each warrant that they have all of the necessary power and authority to enter into and execute this Agreement and to fully and timely perform under this Agreement, and no other consents are required by any other person or entity in order for each Party to enter into this Agreement or perform its obligations hereunder, and once executed this Agreement shall constitute a valid and binding obligation of the Parties. The Township is a duly organized unit of government organized under Michigan law with full power and authority to execute this Agreement. No officer, member, or employee of the Township has any ownership or other interest in Developer, or any personal pecuniary interest or conflict of interest in or regarding the subject matter of this Agreement, the Project, or payments to be made pursuant to the Agreement, and no payment under this Agreement will be applied in a manner inconsistent with any applicable law, including but not limited to any anti-bribery or anti-corruption laws. Developer is a Michigan corporation duly organized under the laws of the State of Michigan with full power and authority to execute this Agreement. No officer, member or employee of Developer holds any position as an officer, official, inspector or employee of or with the Township. This Agreement has been duly approved by each of the respective Parties. The Parties know of no agreement or provision, or any pending or threatened action, suit, proceeding, inquiry, or investigation before or by any judicial court or administrative or law enforcement agency against or affecting the Parties or properties under their control or jurisdiction wherein any unfavorable decision, ruling, or finding would materially and adversely affect the validity or enforceability of the Agreement or the Project or the Parties' ability to carry out their obligations under the Agreement. Should it be determined that any provision in this Agreement is contrary to any applicable law, whether referenced herein or otherwise, or whether local, state, federal or otherwise, or whether the

said law(s) shall hereafter be enacted and found to be applicable so as to affect any obligations under, or provisions in, this Agreement, the Parties shall modify or terminate this Agreement so as to be in compliance with said law(s), consistent with the section regarding Severability.

B. The Parties mutually acknowledge and agree that they have completely read the terms of this Agreement, and that they fully understand and voluntarily accept its terms.

C. The Parties mutually acknowledge and agree that they have decided to enter into this Agreement based upon their own judgment, belief and knowledge, and that they have executed this Agreement voluntarily and without reliance upon any representations or statements that have induced them to accept this Agreement contrary to their determination and their own judgment, belief and interest.

D. Each of the Parties hereby agrees to take all actions reasonably necessary to effectuate this Agreement.

E. This Agreement may only be amended with prior written approval from both Parties.

F. The Parties agree that this Agreement was mutually drafted and cannot be construed against any party upon the basis that one was the scrivener of this Agreement.

5. Assignment

This Agreement shall be binding upon and inure to the benefit of successor owners and operators of the Project. It is agreed that Developer may grant, assign, sell, lease, convey or otherwise dispose of the Project and its rights and obligations under this Agreement (each a "Transfer") to one or more persons or entities ("a Transferee"). No Township consent shall be required for a Transfer or for any change in ownership of Developer. Developer shall also have the right to collaterally assign, encumber, hypothecate, mortgage or pledge (including by mortgage, deed of trust, or personal property security instrument) all or any portion of Developer' right, title or interest under this Agreement and/or in all or any part of the Project to any persons or entities ("Mortgagee"). All Transferees shall be subject to all of the obligations, covenants and conditions applicable to Developer under this Agreement assumed by such Transferees. Upon Developer' Transfer of its entire interest under this Agreement as to all or any portion of the Project, the Township shall recognize the Transferee as Developer's proper successor as to such interest, the Transferee shall have all of the assigned rights, benefits and obligations of Developer under and pursuant to this Agreement, and Developer shall be relieved of all of its obligations relating to the assigned interests that occur or accrue following a Transfer. If a Transfer occurs, Developer will inform the Township.

6. Termination

This Agreement shall not be subject to termination, except for the following events of termination, and in the event an event of termination occurs as set forth herein, Notice of termination shall be provided, and shall be effective, as set forth in the Notice provisions in this Agreement:

1. By mutual agreement of the Township and Developer; or
2. Upon completion of decommissioning of the Project by Developer or successor Project owner.

7. Force Majeure

Notwithstanding other provisions in this Agreement, the performance of either Party may be excused by, and such party shall not be considered to be in breach of this Agreement due to, a force majeure event. For the purposes of this Agreement, "*Force Majeure*" means any cause not within the reasonable control of a Party to this Agreement which precludes it from carrying out, in whole or in part, its obligations under this Agreement, or from operating the Project as designed or as required by any interconnection agreement, including, but not limited to, Acts of God; winds; hurricanes; tornadoes; extreme weather; hail; lightning and/or fires; pandemics; epidemics; landslides; earthquakes; floods; other natural catastrophes; national or local disasters or emergency, strikes; lock-outs or other industrial disturbances; embargoes, blockades, or events or actions preventing shipment of equipment or involving suppliers or labor (whether due to pandemic, health issues, or otherwise) whereby fuel, labor, materials, equipment such as transformers, or telecommunications services or power are unavailable beyond that Party's reasonable ability to control; serial defects in equipment and infrastructure comprising the Project and preventing full and proper operation; curtailment by the electrical system operator or transmission organization or failure of the interconnected electricity transmission or distribution system; acts of public enemies; acts of terrorism or vandalism; acts, failures to act or orders of any kind of any Governmental Authority acting in its regulatory or judicial capacity; insurrections; military action; war, whether or not it is declared; sabotage; riots; civil disturbances or explosions. Nothing in this provision is intended to excuse a Party from performing due to any governmental act, failure to act, or order, where it was reasonably within that Party's power to prevent such act, failure to act, or order. Any Party affected by a Force Majeure event shall provide Notice to the other Party in the manner set forth in this Agreement, and shall use diligent efforts to minimize the effects of the Force Majeure event. Any Party affected by a Force Majeure event shall resume performance of its obligations as soon as reasonably practicable after removal of the Force Majeure event.

8. Notices

All notices, demands, requests, consents or other communications required or permitted to be given or made under the Agreement shall be in writing and addressed to the following:

If to Township:

ATTN: Pine River Township Supervisor
1495 W Monroe Rd
Saint Louis, Michigan 48880
supervisor@pinerivermi.gov

If to Developer:

Attn: Renewable Energy Development – Community Engagement Manager
DTE Electric Company
One Energy Plaza
Detroit, MI 48226

Notices hereunder shall be deemed properly served: (a) by hand delivery, on the day and at the time on which delivered to the intended recipient at the address set forth in the Agreement; (b) if sent by mail, on the third business day after the day on which deposited in the United States certified or registered mail, postage prepaid, return receipt requested, addressed to the intended recipient at its address set forth in the Agreement; or (c) if by Federal Express or other reputable express mail service, on the next business day after delivery to such express mail service, addressed to the intended recipient at its address set forth in the Agreement. Notices may also be transmitted by electronic mail, provided that any notice transmitted solely by electronic mail which is not confirmed as received by the receiving Party shall be followed up by personal delivery or overnight delivery within forty-eight (48) hours. Either Party may change its address and contact person for the purposes of this Section by promptly giving notice thereof in the manner required herein.

9. Entire and Complete Agreement; Binding Effect

This Agreement, along with the Exhibit(s) attached (or to be attached) hereto, or referenced herein, constitutes the entire and complete agreement of the Parties with respect to the subject matter hereof, exclusive of all prior understandings, arrangements and commitments, all of which, whether oral or written, having been merged herein, except for contemporaneous or subsequent written understandings, arrangements, or commitments

signed by the Parties intended to be bound thereby. This Agreement shall bind and inure to the benefit of the Parties to this Agreement and any successor or assignee acquiring an interest hereunder.

10. Survival

Termination of this Agreement for any reason shall not relieve a party of any obligation accrued or accruing prior to such termination, nor shall termination negate prior approvals or permits.

11. Other Documents

Each Party promises and agrees to execute and deliver any instruments and to perform any acts which may be necessary or reasonably requested by the other party in order to give full effect to this Agreement, including but not limited to financing, construction and/or operation of the Project.

12. Governing Law

This Agreement and the rights and duties of the Parties hereunder shall be governed by and shall be construed, enforced and performed in accordance with the laws of the State of Michigan without regard to principles of conflicts of law.

13. Dispute Resolution and Venue. Waiver of Jury Trial

Unless otherwise expressly provided for in this Agreement, the dispute resolution procedures of this Section shall be the exclusive mechanism to resolve disputes arising under this Agreement between the Township and Developer. The Township and Developer agree to use their respective best efforts to resolve any dispute(s) that may arise regarding this Agreement.

Any dispute that arises under or with respect to this Agreement that cannot be resolved in the daily management and implementation of this Agreement shall in the first instance be the subject of informal negotiations between management personnel from the Township and Developer as the case may be, who shall use their respective best efforts to resolve such dispute. The period for informal negotiations shall not exceed thirty days from the time the dispute arises, unless it is modified by written agreement of the Parties. The dispute shall be considered to have arisen when one Party sends the other Party a written notice of dispute.

If the Parties cannot resolve a dispute by informal negotiations, venue for judicial enforcement shall be the Circuit Court for Gratiot County, Michigan. After consultation with their respective legal counsel, the Parties each clearly, voluntarily, knowingly and for their mutual benefit WAIVE THEIR RIGHT TO A TRIAL BY JURY regarding any dispute related to or arising from any provisions, rights or obligations in this Agreement.

Notwithstanding the foregoing, injunctive relief may be sought without resorting to alternative dispute resolution to prevent irreparable harm that would be caused by a breach of this Agreement.

14. Amendments

This Agreement may only be amended or modified by a written amendment to the Agreement signed by both Parties hereto.

15. Severability

If any Section, phrase or portion of the Agreement is, for any reason, held or adjudged to be invalid, illegal or unenforceable by any court of competent jurisdiction, such Section, phrase, or portion so adjudged will be deemed separate, severable and independent and the remainder of the Agreement will be and remain in full force and effect and will not be invalidated or rendered illegal or unenforceable or otherwise affected by such adjudication, provided the basic purpose of the Agreement and the benefits to the Parties are not substantially impaired.

16. Headings and Captions

The headings and captions appearing in this Agreement are intended for reference only and are not to be considered in construing the Agreement.

17. Counterparts; Scanned Copies

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument. The Parties agree that a scanned or electronically reproduced copy or image of this Agreement bearing the signatures of the Parties hereto shall be deemed an original and may be introduced or submitted in any action or proceeding as competent evidence of the execution, terms and existence of this Agreement notwithstanding the failure or inability to produce or tender an original, executed counterpart of this Agreement and without the requirement that the unavailability of such original, executed counterpart of this Agreement first be proven.

18. Waiver

No waiver by either Party hereto of any one or more defaults by the other Party in the performance of any provision of the Agreement shall operate or be construed as a waiver of any future default, whether of like or different character. No failure on the part of either Party hereto to complain of any action or non-action on the part of the other Party, no matter how long the same may continue, shall be deemed to be a waiver of any right hereunder by the Party so failing. A waiver of any of the provisions of the Agreement shall only be effective if made in writing and signed by the Party who is making such waiver.

19. Joint Work Product

This Agreement shall be considered the work product of both Parties hereto, and, therefore, no rule of strict construction shall be applied against either Party.

20. Successors and Assigns

This Agreement shall be binding upon the Township and each of Developer' affiliates, successors and assigns and inure to the benefit of and be enforceable by the Township, Developer and Developer' successors and assigns.

21. No Joint Venture

Nothing herein contained shall be deemed to constitute either Party a partner, agent or legal representative of the other Party or to create a joint venture, partnership, agency or any relationship between the Parties. The obligations of the Parties are individual and not collective in nature. This Agreement is made and entered into for the sole protection and benefit of the Parties, and no other party shall have any right to any cause of action arising from this Agreement.

22. Further Assurances

From time to time and at any time at and after the execution of the Agreement, each Party shall execute, acknowledge and deliver such documents and assurances, reasonably requested by the other and shall take any other action consistent with the terms of the Agreement that may be reasonably requested by the other for the purpose of effecting or confirming any of the transactions contemplated by the Agreement.

