

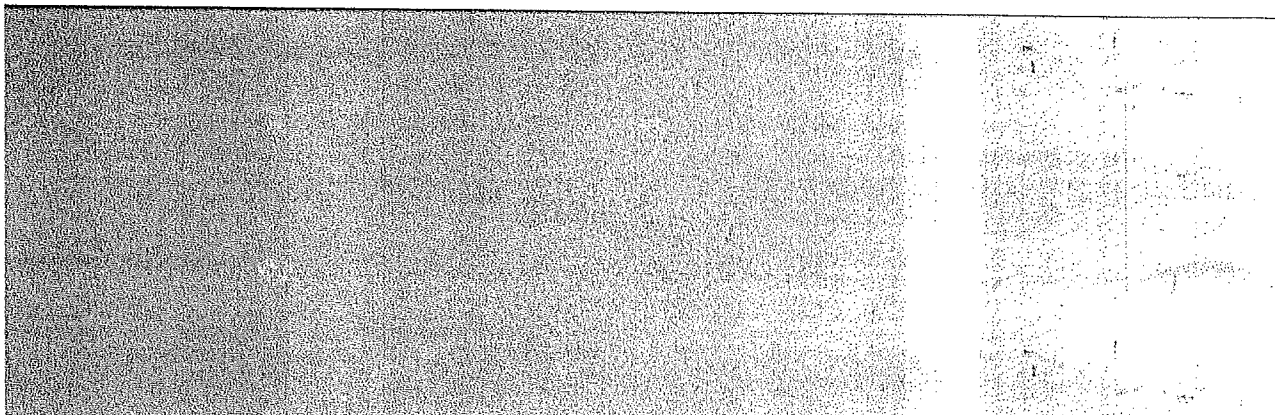
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LIBER 40224 PAGE 415  
\$34.00 MISC RECORDING  
\$4.00 REINDEMENTATION  
04/17/2008 09:14:13 A.M. RECEIPT# 34901

**CONDITIONAL REZONING AGREEMENT** RECORDED - OAKLAND COUNTY  
**(SPECIAL PURPOSE)** RUTH JOHNSON, CLERK/REGISTER OF DEEDS

THIS CONDITIONAL REZONING AGREEMENT ("Agreement"), is made as of March 25, 2008, by and between the CITY OF ROCHESTER HILLS, a Michigan municipal corporation ("City"), whose address is 1000 Rochester Hills Drive, Rochester Hills, Michigan 48309, and CROOKS MANGLA, LLC, a Michigan limited liability company ("Owner"), whose address is 1052 Oaktree Lane, Bloomfield Hills, Michigan 48304.

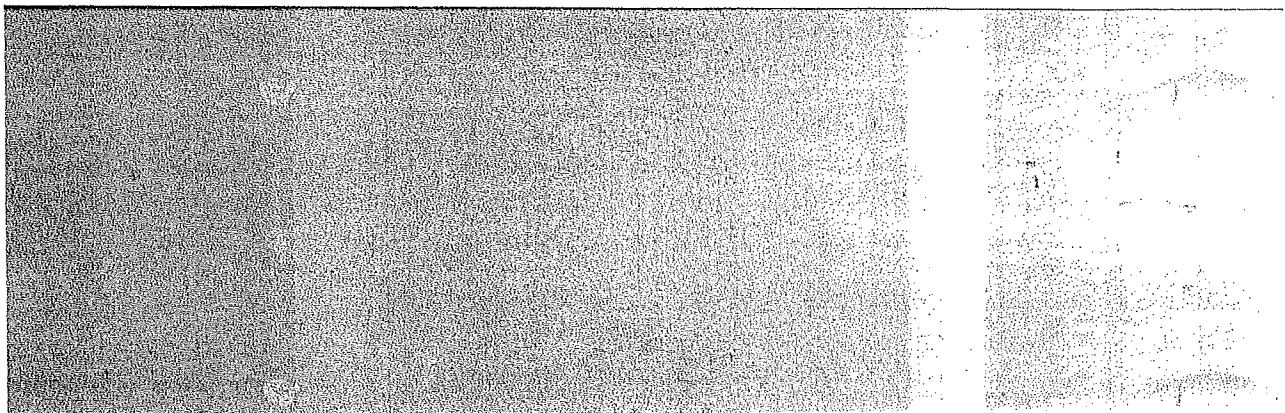
**RECITALS**

- A. Owner is the fee simple title holder of certain real property located in the City consisting of a 3.28 acre vacant parcel, more or less, located on the east side of Crooks Road, north of South Boulevard, identified as Parcel I.D. No. 70-15-33-351-003, 70-15-33-351-004, 70-15-33-351-005, 70-15-33-351-006, 70-15-33-351-007, and part of 70-15-33-351-019, as legally described on Exhibit A attached hereto ("Property").
- B. The Property is currently zoned R-4, Single Family Residential, and Owners desire to rezone the property to SP, Special Purpose.
- C. MJMS LLC, a Michigan limited liability company ("Applicant") has entered into a purchase agreement with Owner to purchase the Property.
- D. Applicant has submitted a conditional rezoning application with attachments to the City, seeking to rezone the Property from its current R-4 designation to SP, with Owner's consent.
- E. Owner and Applicant are also each the owners of portions of certain real property located in the City consisting of a 1.62 acre vacant parcel, more or less, and located on the north side of South Boulevard and the east side of Crooks Road, adjacent to the south boundary of the Property, identified as Parcel I.D. No. 70-15-33-351-008, 70-15-33-351-009, 70-15-33-351-018, and part of 70-15-33-351-019 ("Adjacent Property").



3. **Rezoning Conditions.** The rezoning of the Property is granted subject to the following conditions:

- a. **Building Materials.** The elevations of the building on the Property shall substantially consist of brick, stone or similar materials approved by the Planning Commission as part of site plan approval for the Property, unless otherwise approved by City Council after recommendation from the Planning Commission.
- b. **Compatible Architecture and Building Materials.** The architecture and surface materials of the buildings on the Property and the Adjacent Property shall be complementary and compatible to each other as approved by the Planning Commission as part of site plan approval for the Property and the Adjacent Property, unless otherwise approved by City Council after recommendation from the Planning Commission.
- c. **Shared Access Drive.** There shall be only a single access drive from South Blvd. to both the Property and the Adjacent Property, as approved by the Planning Commission as part of site plan approval for the Property and the Adjacent Property, unless otherwise approved by City Council after recommendation from the Planning Commission.
- d. **Cross Access Drive.** There shall be a cross access drive(s) between the Property and the Adjacent Property for vehicular access, at a location(s) to be determined on the site plan for the Property and the site plan for the Adjacent Property approved by the Planning Commission, unless otherwise approved by City Council after recommendation from the Planning Commission.
- e. **Pedestrian Walkways.** There shall be a sidewalk(s) or other pathway(s) between the Property and the Adjacent Property for pedestrian access, at a location(s) to be determined on the site plan for the Property and the site plan for the Adjacent Property approved by the Planning Commission, unless otherwise approved by City Council after recommendation from the Planning Commission.
- f. **Cross Easements.** There shall be cross easements granted for vehicular and pedestrian access between the Property and the Adjacent Property, unless otherwise approved by City Council after recommendation from the Planning Commission.



4. **Zoning Expiration.** The zoning conditions contained in this Agreement shall apply to the Property for a period of four (4) years from and after receiving final Site Plan approval from the City for the Property, provided, however, that upon application of the Owners, their successors or assigns, the City may extend the time period during which the conditions of this Agreement apply to the Property. In the event the conditions are not satisfied within the time specified herein, and any extension thereof, or in the event Owners, or their successors or assigns, notify the City of their abandonment of their development of the Property, the Property shall revert to its former zoning classification of R-4, Single Family Residential, without any rezoning action being required by the City. Notwithstanding the foregoing, Owners, for themselves and their successors and assigns, retain the right at any time prior to the commencement of construction of the improvements contemplated herein, to terminate this Agreement, and the Property shall revert to its former R-4 zoning classification.

5. **Integration/Amendments.** This Agreement and its exhibits set forth the entire agreement between the parties relative to the subject matter hereof. No prior or contemporaneous oral or written representations, statements, promises, agreements, or undertakings made by either party or agent of either party that are not contained in this Agreement shall be valid or binding. This Agreement may not be amended except in writing signed by the parties and recorded in the same manner as this Agreement. Remedial amendments to correct errors and omissions, as well as minor technical changes to the development, may be approved and executed by the parties, as long as they are consistent with the spirit and intent of this Agreement.

6. **Governing Law.** This Agreement shall be governed by the laws of the State of Michigan, both as to interpretation and performance. Any and all suits for any and every breach of this Agreement may be instituted and maintained in any court of competent jurisdiction in the County of Oakland, State of Michigan.

7. **Waiver.** No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach.

8. **Remedies.** In the event that a party believes that the other party is not acting reasonably, or in conformity with this Agreement, then the aggrieved party may petition the Oakland County Circuit Court to resolve such dispute and the parties shall make themselves available for a hearing on a date to be set by the Court. All remedies afforded in this Agreement shall be taken and construed as cumulative, being in addition to every other remedy provided by law and/or equity.

9. **Inconsistency.** Except as otherwise stated in this Agreement, regulations governing permitted uses of land, density, design, improvement and construction standards and specifications applicable to the development of the Property and the Adjacent Property shall be the current regulations in force at the time. This Agreement shall not prevent the City from applying new or amended regulations that do not conflict with this Agreement. In the event of a conflict with City regulations, the terms of this Agreement shall control. Any clerical errors or mistakes in this Agreement or its exhibits

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

"OWNER"

CROOKS MANGLA, LLC, a Michigan limited liability company

By: [Signature]  
MUKESH MANGLA  
Its: MEMBER [Signature]

COUNTY OF OAKLAND )  
  ) SS  
STATE OF MICHIGAN )

The foregoing instrument was acknowledged before me this 18th day of March 2008, by Mukesh Mangla, Member of CROOKS MANGLA, LLC, a Michigan limited liability company, on behalf of the company.

[Signature]  
Notary Public  
My Commission Expires: \_\_\_\_\_  
County, Michigan.  
Acting in the County of OAKLAND

DONNA J. QUENNEVILLE  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF OAKLAND  
MY COMMISSION EXPIRES Oct 20, 2014  
ACTING IN COUNTY OF OAKLAND

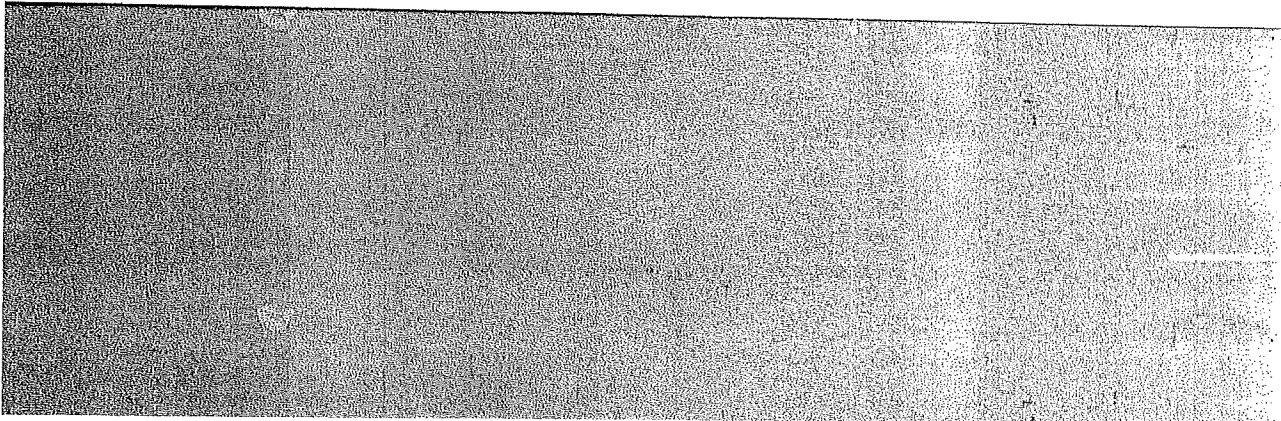


EXHIBIT A

Legal Description of Property

**DESCRIPTION OF A 3.28 ACRE PARCEL OF LAND LOCATED IN THE  
SOUTHWEST CORNER OF SECTION 33, T3N, R11E, CITY OF ROCHESTER HILLS,  
OAKLAND COUNTY, MICHIGAN.**

All of Lots 105 through 109 and the Northerly 80.00 feet of Lot 114 of "Sunnydale Gardens No. 2", as recorded in Liber 64, Page 19, of Plats, Oakland County Records, located in the Southwest corner of Section 33, T3N, R11E, City of Rochester Hills, Oakland County, Michigan, also described as: Commencing at the Southwest corner of Lot 112 of said "Sunnydale Gardens No. 2"; thence S89°45'00"E 15.00 feet along the North Right-of-Way line of South Boulevard (120.00 foot wide); thence N00°33'30"E 240.00 feet along the 75' East Right-of-Way line of Crooks Road (variable width) for a **PLACE OF BEGINNING**; thence continuing N00°33'30"E 390.00 feet along said East line; thence S89°45'00"E 385.00 feet along the North line of lot 105; thence S00°33'30"W 310.00 feet along the East line of lots 105, 106, 107, and 108; thence N89°45'00"W 90.00 feet along the North line of lots 115 and 116; thence S00°33'30"W 80.00 feet along the East line of lot 114; thence N89°45'00"W 295.00 feet to the Place of Beginning, containing 3.28 acres of land, more or less.

Pt 15-33-351-003 Lot 105

004 Lot 106

005 Lot 107

006 Lot 108

007 Lot 109

019-Lot 114

66/019

