

## CITY OF ROCHESTER HILLS

### **THIRD AMENDMENT TO PLANNED UNIT DEVELOPMENT AGREEMENT**

**THIS THIRD AMENDMENT TO PLANNED UNIT DEVELOPMENT AGREEMENT**, is made and entered into effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and among the City of Rochester Hills, a Michigan municipal corporation ("City"), whose address is 1000 Rochester Hills Drive, Rochester Hills, Michigan 48309, and CW Owner, LLC, a Michigan limited liability company ("Developer") as successor in interest to City Walk, LLC, a Michigan limited liability company) whose address is 37020 Garfield, Suite T-1, Clinton Township, Michigan 48036.

#### **RECITALS**

A. **WHEREAS**, the Developer has developed property which constitutes approximately 12.4 acres of neighborhood retail shopping at the southeast corner of Rochester Road and Tienken Roads in the City ("Property"), as described on Exhibit A attached hereto;

B. **WHEREAS**, the Planned Unit Development Agreement dated June 29<sup>th</sup>, 2005 by Developer and City ("Agreement"), as recorded in Liber 37059 Page 719, as amended, Developer and City desire to alter the accessory structure layout at the Property as outlined herein;

**NOW, THEREFORE**, the Developer and the City agree as follows:

1. Incorporation of Recitals. The parties acknowledge and represent that the foregoing recitals are true and accurate and are hereby incorporated into this Third Amendment To Planned Unit Development Agreement.

2. The Final PUD site plan ("Exhibit B") of the Agreement is deleted in its entirety and the Exhibit B attached hereto shall be substituted in its place:

3. No Prior Defaults. Developer and City hereby acknowledge and warrant that no prior default (or defaults) presently exists under the Agreement and each party is presently in good standing with respect to the Agreement. Furthermore, the Agreement is in full force and effect and hereby ratified.

4. Conflict: In the event of conflict, between the Agreement, the First Amendment to Planned Unit Development Agreement, the Second Amendment to Planned Unit Development Agreement, and this Third Amendment to the Planned Unit Development Agreement, the later shall prevail.

IN WITNESS WHEREOF, the parties hereto by and through their duly authorized representatives have executed this Agreement as of the day and year first above written.

In the Witness of:

**DEVELOPER:**

CW Owner, LLC, a Michigan limited liability company

\_\_\_\_\_

By: \_\_\_\_\_  
Paul Aragona,

\_\_\_\_\_

Its: Manager

**CITY:**

CITY OF ROCHESTER HILLS, a Michigan Municipal corporation

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

Its: \_\_\_\_\_

STATE OF MICHIGAN    )  
                                          ) SS.  
COUNTY OF \_\_\_\_\_)

The foregoing Agreement was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2019, by \_\_\_\_\_, the \_\_\_\_\_ of CW Owner, LLC, a Michigan limited liability company, on behalf of said limited liability company.

\_\_\_\_\_  
Notary Public  
\_\_\_\_\_  
County, MI  
My Commission Expires: \_\_\_\_\_

STATE OF MICHIGAN    )  
                                          ) SS.  
COUNTY OF \_\_\_\_\_)

The foregoing Agreement was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2019, by \_\_\_\_\_, the \_\_\_\_\_ and \_\_\_\_\_, the \_\_\_\_\_ of the City of Rochester Hills, a Michigan municipal corporation, on behalf of said municipal corporation.

\_\_\_\_\_  
Notary Public  
\_\_\_\_\_  
County, MI  
My Commission Expires: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

Drafted by and after recording, return to:  
Frank S. Aragona  
37020 Garfield, Suite T-1  
Clinton Township, MI 48036

**EXHIBIT A**  
Legal Description of Property

**PARCEL A:**

A parcel of Land in the Northwest  $\frac{1}{4}$  of Section 11, Town 3 North, Range 11 East, City of Rochester Hills, Oakland County, Michigan, described as: Commencing at the Northwest Corner of said Section 11; thence East 150.00 feet along the North Line of said Section 11 and along the Centerline of Tienken Road (variable width) for a PLACE OF BEGINNING; thence continuing East 505.93 feet along said North Line and along said Centerline; thence South 327.25 feet; thence N89°40'00"W 596.49 feet; thence N00° 05'51 "E 174.11 feet; thence N31 °05'32"E 174.78 feet to the North Line of said Section 11 and the said Centerline of Tienken Road and to the Place of Beginning, containing 4.30 acres of land, more or less, subject to easements, exceptions, conditions and requirements, if any.

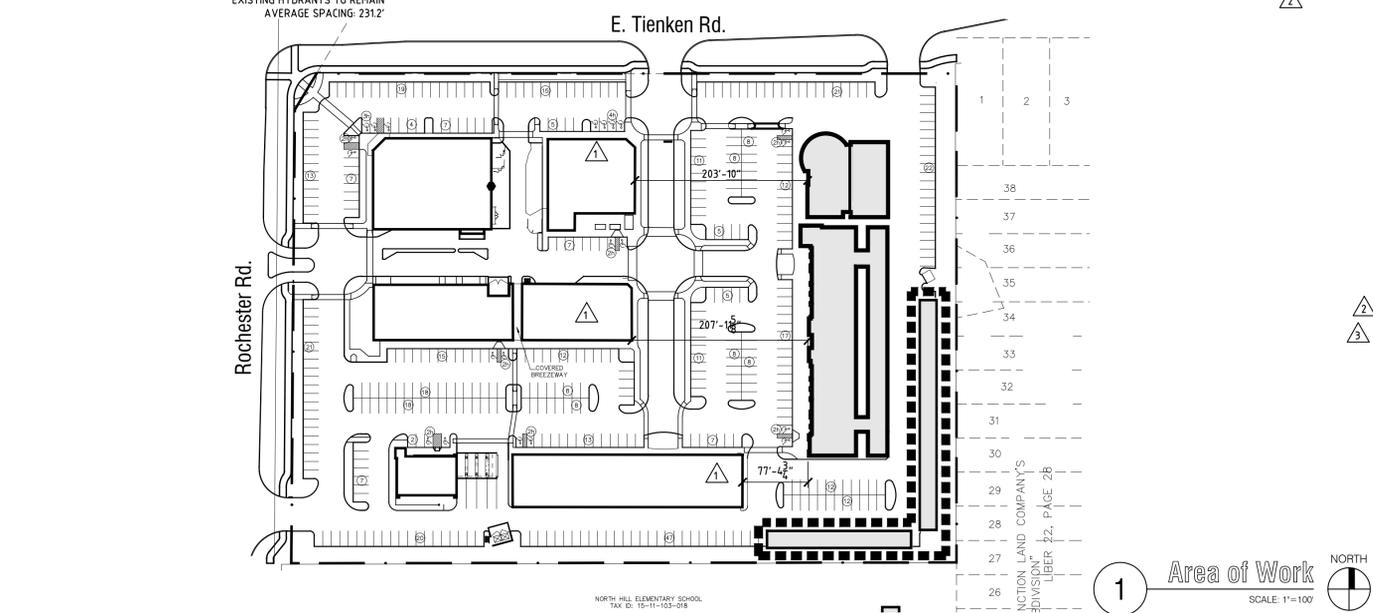
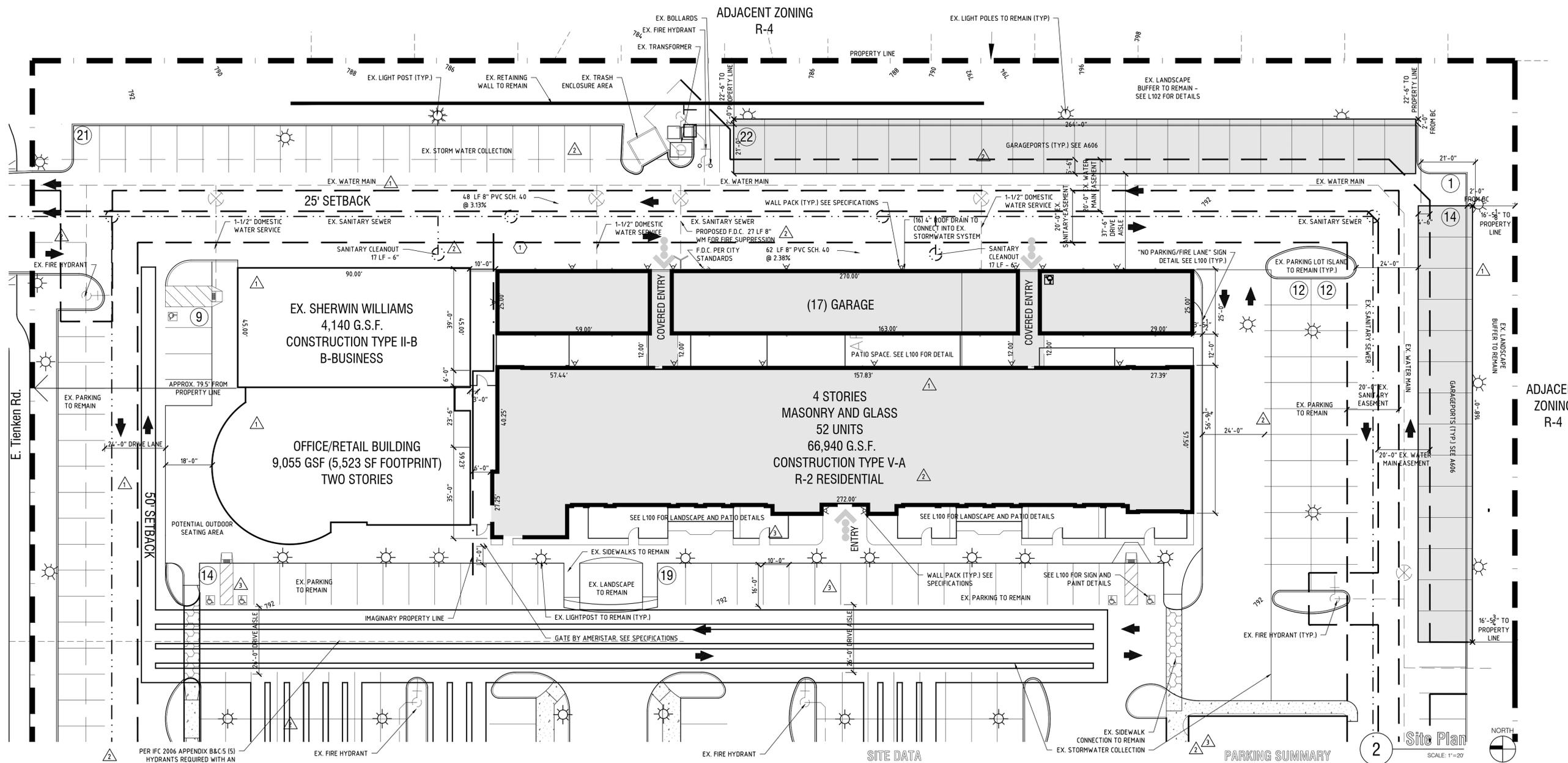
**PARCEL B:**

A parcel of Land in the Northwest $\frac{1}{4}$  of Section 11, Town 3 North, Range 11 East, City of Rochester Hills, Oakland County, Michigan, described as: Commencing at the Northwest Corner of said Section 11; thence East 655.93 feet along the North Line of said Section 11 and along the Centerline of Tienken Road (variable width) for a PLACE OF BEGINNING; thence continuing East 203.57 feet along said North Line and along said Centerline to the Northwest Corner of "Junction Land Company's Subdivision" as recorded in Uber 22, Page 28, Oakland County Records; thence South 328.43 feet along the West Line of said Subdivision; thence N89°40'00"W 203.59 feet; thence North 327 .25 feet to the North Line of said Section 11 and the said Centerline of Tienken Road and to the Place of Beginning, containing 1.53 acres of land, more or less, subject to easements, exceptions, conditions and requirements, if any.

**PARCEL C:**

A parcel of Land in the Northwest $\frac{1}{4}$  of Section 11, Town 3 North, Range 11 East, City of Rochester Hills, Oakland County, Michigan, described as: Commencing at the Northwest Corner of said Section 11; thence East 859.50 feet along the North Line of said Section 11 and along the Centerline of Tienken Road (variable width) to the Northwest Corner of "Junction Land Company's Subdivision" as recorded in Uber 22, Page 28, Oakland County Records; thence South 328.43 feet along the West Line of said Subdivision for a PLACE OF BEGINNING, thence continuing South 320.49 feet along the West Line of said Subdivision; thence S89°55'43"W 864.641 feet to the West Line of Section 11; thence N00°27'00"E 397.99 feet along said West Line; thence N31°05'32"E 119.53 feet; thence S00°05'51"W 174.11 feet; thence S89° 40'00"E 800.06 feet to the North Line of said Section 11 and the said Centerline of Tienken Road and to the Place of Beginning, containing 6.59 acres of land, more or less, subject to easements, exceptions, conditions and requirements, if any.

## EXHIBIT B



### SITE DATA

Regulation	Information
Parcel I.D.	# 15-11-103-009
Zoning	B2 w/ FB-2 Overlay
Parcel Area	43,560 Sq.Ft. (0.84 Acres)

### ZONING SCHEDULE OF REGULATIONS

Regulation	Required	Provided
Setbacks	Per PUD Exhibit B: Front: 50' Sides: 25' min/50' total Rear: 50'	Front: 79.5' Side: 126' Rear: 78'
Building Height	Per Section 14 (6) of P.U.D.: 70' max. (All parts of Building)	60'

### FIRE HYDRANT NOTES

Per IFC 2006 Appendix B&C: 5 (5) Hydrants required with an average spacing of 300'  
5 Existing Hydrants to remain average spacing: 231.20'  
Minimum Spacing on East Fire Apparatus Access Road: 26' Proposed Distance: 37.50'

### SITE NOTES

Use of common areas shall be available from 6:00 AM until midnight.  
Hold harmless agreement to be finalized w/ engineering for garageports inside water main easement.

### PARKING SUMMARY

Regulation	Required	Provided/Existing
Parking	Multi-Family: 1.5 Spaces per two or fewer beds + 0.2 visitor spots. 60 Unit (max.)  Retail/Office/Commercial: 5 spaces per 1,000 sq.ft. for first 50,000 sq.ft. plus 4.5 spaces per 1,000 sq.ft. in excess of 50,000 sq.ft.	Existing to remain: 444 Spaces (21 handicap)  New: 17 Spaces (Garage) 36 Garage Port Spaces  TOTAL PROPOSED & EXISTING: 490  (REDUCTION OF 7 SPACES)
	Ex. Apartments= 113 Retail (Ex.) 74,611+(Pr.) 9,055=74,611 SF of Retail= 361  TOTAL REQUIRED ON SITE: 474	

### FIRE DEPARTMENT NOTES

The existing FDC supplying Sherwin Williams will interconnect into the proposed one-story retail building.  
A Knox Key System shall be installed, in a location approved by Fire Code Official. Ordering information is available from the Knox Company at knoxbox.com.  
Fire lanes shall be designated by the Fire Code Official, and shall be conspicuously posted on both sides of the fire lane, with fire lane signs, spaced not more than 100 feet apart. Fire lane signs shall read "No Stopping, Standing, Parking, Fire Lane", and shall conform to the Michigan Manual of Uniform Traffic Control Devices.  
Construction sites shall be safeguarded in accordance with IFC 2006 Chapter 14  
Open burning is not permitted including the burning of trash, debris, or land clearing materials. Open burning for warming of sand and/or water for the preparation of mortar shall be within the City of Rochester Hills Burn Permit Guidelines.  
If the Fire Department connection is not located on the street front of the building, a white/clear strobe light shall be tied into the fire alarm system and installed over the Fire Department connection.

No.	Revision/Issue	Date
1	SPA for Garageports	7.3.19
	Addendum #1	2.29.2016
	Permit	12.10.2015
	Owner Review	11.10.2015
	Site Plan Approval Revision #3	7.7.2015
	Site Plan Approval Revision #2	6.11.15
	Site Plan Approval Revision #1	5.15.15
	Site Plan Approval	3.31.15

**City Apartments**  
1454 N Rochester Rd  
Rochester Hills, MI 48307

Site Plan

**S100** #98-047.3 014189