



HAFELI  
STARAN  
HALLAHAN  
& CHRIST, P.C.

Attorneys at Law

4190 Telegraph Road, Suite 3000  
Bloomfield Hills, Michigan 48302-2082

Main (248) 731-3080  
Fax (248) 731-3081

John D. Staran  
Direct (248) 731-3088  
jstaran@hshclaw.com

July 22, 2010

VIA E-MAIL & U.S. MAIL

Mr. Ed Anzek, Director  
Planning Department  
City of Rochester Hills  
1000 Rochester Hills Drive  
Rochester Hills, MI 48309

Re: ***City Place PUD***

Dear Ed:

I have reviewed the latest, revised (07-20-10) version of the City Place Amended and Restated Planned Unit Development Agreement, after having seen prior versions as well. I am satisfied with the form of the agreement and believe that it complies with legal requirements and will be enforceable. Expanding on that last point, the PUD designation, just like any other zoning designation, zoning approval or variance, is not just personal to the developer, but rather, it runs with the land and is binding on the developer's successors, assigns and grantees.

I also take this opportunity to address a question that came to my attention about bankruptcy, and what happens if the developer goes bankrupt? In the event of bankruptcy of the developer or owner of property, federal bankruptcy law would govern just as it does with any other developer, owner or user of land. One cannot draft a bankruptcy-proof PUD agreement. However, it is my opinion that in the event a developer under bankruptcy protection is able to set aside a PUD agreement, that would apply to the rights as well as the burdens under the agreement and the municipality could thereafter revisit the planning and zoning of the property.

Very truly yours,



John D. Staran

JDS/ijj