

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF OAKLAND

JAMES DAHLINE

Appellant,

v.

CITY OF ROCHESTER HILLS,
a Michigan Municipal Corporation,

Appellee.

BENJAMIN J. ALOIA (P54424)
AARON M. KEYES (P P68757)
ALOIA & ASSOCIATES, P.C.
Attorneys for Appellant
49206 Van Dyke
Shelby Township, MI 48317
(586) 803-0505

JOHN D. STARAN (P35649)
HAFELI STARAN HALLAHAN
CHRIST & DUDEK, P.C.
Attorneys for Appellee
4190 Telegraph Road, Suite 3000
Bloomfield Hills, MI 48302
(248) 731-3080

CONSENT JUDGMENT

At a session of said Court, held in the
Oakland County Court Building, located in
the City of Pontiac,
Oakland County, Michigan.

PRESENT: HONORABLE _____
Circuit Court Judge

WHEREAS, this matter is now before the Court upon Appellant James Dahline's Appeal of the City of Rochester Hills Zoning Board of Appeals' Denial of his Petition for Non-Use Variance on March 13, 2006,

WHEREAS, the parties have reached a resolution of the issues pertinent to this Appeal, and the parties wish to compromise, resolve and put to rest all controversies, claims and disputes contained in this Appeal, this being the intent and purpose of this Consent Judgment, and the Court is otherwise advised of the premises.

NOW THEREFORE IT IS HEREBY ORDERED:

1. The City shall immediately complete its processing and approval of a land division of Lot 136 of Stratford Knolls No. 5, creating two separate parcels as depicted on the revised plot plan attached as Exhibit A, to this Consent Judgment.
2. The new second lot will be commonly referred to as Lot 138 of Stratford Knolls No. 5, and will be assigned a new tax identification number.
3. Lot 138 is hereby granted a 2' variance from Rochester Hills Schedule of Regulations 138-1111 minimum lot width requirement of 100', as this second parcel will have a lot width of 98' at the front setback line.
4. Any residential home built on Lot 138 shall have and maintain an enhanced minimum side-yard setback of not less than 17 feet from the south side lot line, and a setback of no less than 15 feet on the north side lot line. No additional side yard setback variance shall be requested.
5. When new Lot 138 is improved with a residential home, a hedge row or other landscaping acceptable to the City must be installed by Appellant inside and along the south side property line between Lot 137 and Lot 138.
6. The lot line separating proposed Lots 136 and 138 shall be re-drawn to correspond to the existing fence line, as depicted in attached Exhibit A, This lot line will be as close as possible to the rear fence line for Lot 136, allowing for more property for Lot 138
7. That as part of this Consent Judgment the Appellant hereby covenants that the wooded area spanning through the western 141 feet of the Lot 138, as generally depicted in Exhibit A, will not be disturbed during any future development or use of the lot. This express restrictive covenant, shall bind all subsequent owners of title of Lot 138 and shall run with the land.
8. Except as modified herein relative to minimum lot width and side yard setback, any residential home and accessory structures to be built on Lot 138 must meet all other City of Rochester Hills building codes and ordinance requirements.
9. That this Consent Judgment shall be filed on the title of the new Lot 138, legally described as "Parcel 2" in Exhibit A attached to this Document.

IT IS FURTHER ORDERED AND ADJUDGED that Appellant shall pay the attorney fees of the City of Rochester Hills, not to exceed \$1,000.00, within sixty (60) days of the entry of this Consent Judgment.

IT IS FURTHER ORDERED AND ADJUDGED that this Consent Judgment is a compromise of a disputed claim and shall not be treated as an admission of liability by any party for any purpose.

IT IS FURTHER ORDERED AND ADJUDGED THAT:

- a. Each party acknowledges that each has signed this Consent Judgment knowingly and voluntarily without duress, undue influence or oppression and that this Consent Judgment has been executed with the advice of counsel;
- b. This Consent Judgment contains the entire understanding between the parties with respect to the subject matter of this Appeal, and supersedes all existing agreements between the parties respecting the subject matter and this Consent Judgment. The terms of this Consent Judgment are contractual and not merely recital. Any representation, promise or condition in connection with this Consent Judgment that is not incorporated herein shall not be binding on any party. The parties agree and acknowledge that the terms of this Consent Judgment constitute a full and complete compromise of all matters involving disputed issues between the parties. Modifications to this Consent Judgment shall not be effective unless set forth in writing, signed by an authorized representative and approved by the Court.
- c. In the event that for any reason any provision or portion of this Consent Judgment shall be found to be void, unenforceable or invalid by a Court of competent jurisdiction, then such provision or portion shall be deemed to be severed from the remaining provisions or portions of this Consent Judgment, and it shall not affect the validity of the remaining portions, which portions shall be given full effect as if the void, unenforceable or invalid provisions or portion had not been included in this Consent Judgment.
- d. Other than for the purpose of the enforcing the terms of this Consent Judgment the parties, their successors, assigns, heirs, agents, and attorneys hereby release and forever discharge one another, and all of their respective predecessors, successors, assigns, and agents from and against all actions, claims, suits, debts, damages, judgments, causes of action,

liabilities, and demands whatsoever, whether matured or unmatured, whether at law or in equity, whether before a local, state or federal court or state or federal administrative agency or commission, and whether now known or unknown, liquidated or unliquidated, that the parties now have or may have had, or hereafter claims to have on behalf of themselves, or any other person or entity, at any time prior to and including the date of this Agreement, arising only out of the issues in controversy in this Appeal.

- e. The enforceability of this Consent Judgment shall remain under the jurisdiction of this Court.

IT IS FURTHER ORDERED AND ADJUDGED that this Consent Judgment addresses the last pending claim and closes this case.

CIRCUIT COURT JUDGE

Approved as to form and Substance:

JAMES DAHLINE, Appellant

BENJAMIN J. ALOIA (P54424)
Attorney for Appellant

JOHN D. STARAN (P35649)
Attorney for Appellee

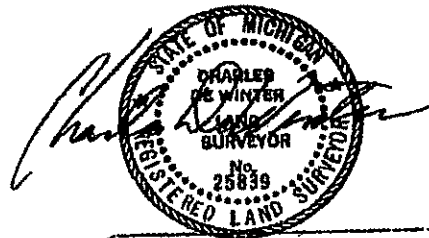
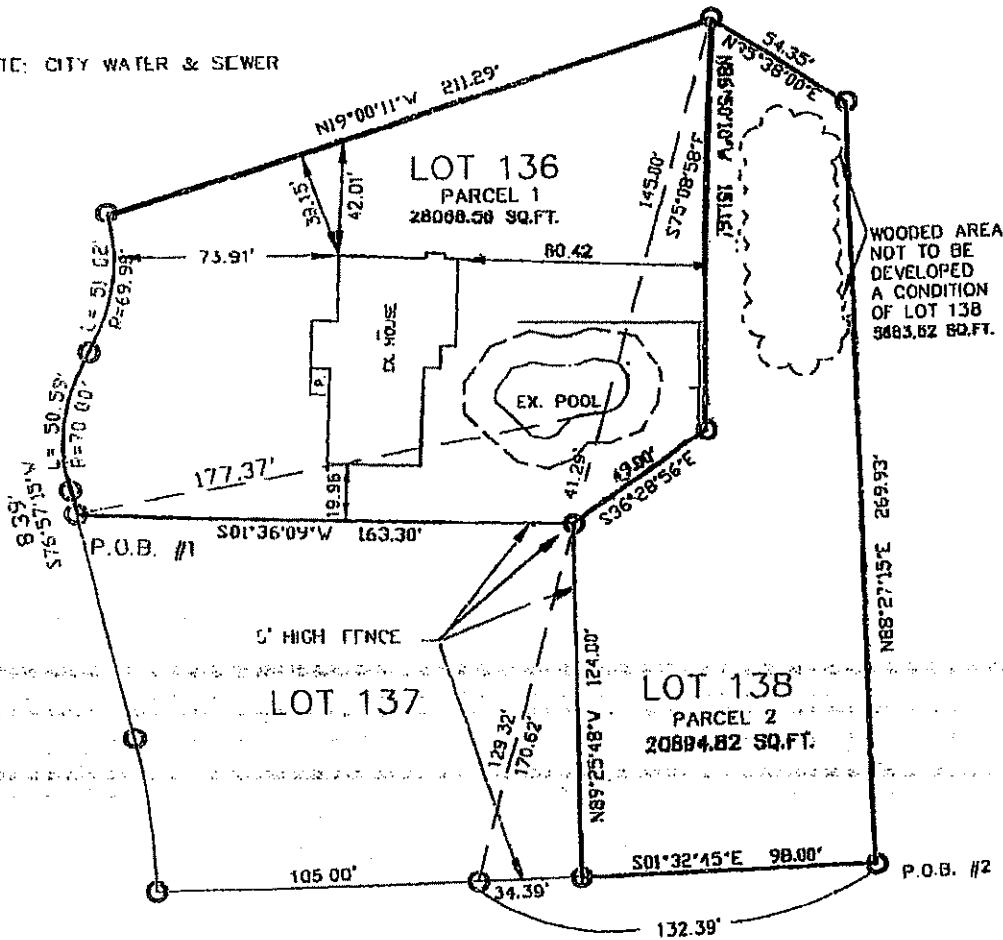
BRYAN K. BARNETT
Mayor, City of Rochester Hills

EXHIBIT "A"

PARCEL SPLIT

SCALE: 1"=50'

NOTE: CITY WATER & SEWER



PROJECT:	JIM DAHLINE
LOCATION:	2024 PEDAL CT, ROCHESTER HILLS, MI.
TITLE:	PARCEL SPLIT
CLIENT:	
JOB #:	3081
DRAWN BY:	F.H.
SHEET:	1/2 - II
DATE:	SEP. 12/06

FIELD MEASUREMENTS, INC.

18001 14 MILE ROAD
CLINTON TWP, MI 48028
PH. (810) 782-1800
FAX (810) 782-3000

PARCEL SPLIT

LEGAL DESCRIPTION OF PARENT PARCEL (AS FURNISHED):

LOT 136, AND PART OF LOT 137 AND 138, OF STRATFORD KNOLLS NO. 6
 A SUBDIVISION OF PART OF THE S.E. 1/4 OF SECTION 17, T3N., R11E.,
 ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN; AS RECORDED IN
 LIBER 113 PAGE 2. MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 LOT 136 AND PART OF LOT 137 DESCRIBED AS BEGINNING AT THE SW
 CORNER OF LOT 137, THENCE N11°28'34"W 177.37 FEET;
 THENCE S78°08'58"E 41.29 FEET, THENCE S01°36'05"W 103.30 FEET
 TO POINT OF BEGINNING.
 ALSO LOT 138 EXCLUDING BEGINNING AT THE SE. CORNER OF SAID LOT 138,
 THENCE N75°08'58"W 128.32 FEET, THENCE N89°25'48"E 124.08 FEET,
 THENCE S01°32'48"E 34.38 FEET TO POINT OF BEGINNING.

LEGAL DESCRIPTION PARCEL 1

LOT 136, AND PART OF LOT 137 AND 138, OF STRATFORD KNOLLS NO. 6
 A SUBDIVISION OF PART OF THE S.E. 1/4 OF SECTION 17, T3N., R11E.,
 ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN; AS RECORDED IN
 LIBER 113 PAGE 2. MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 BEGINNING AT THE SE. CORNER OF LOT 138, THENCE S76°57'15"W, 8.39 FEET,
 THENCE 60.89 FEET ALONG A CURVE TO THE RIGHT, WITH CHORD BEARING OF
 N82°20'30"W 48.60 FEET, RADIUS 70.00 FEET;
 THENCE 51.02 FEET ALONG A CURVE TO THE LEFT, WITH CHORD BEARING
 OF N82°31'25"W 49.90 FEET, RADIUS 69.88 FEET;
 THENCE N16°00'11"W 211.29 FEET;
 THENCE S88°50'10"W 151.18 FEET;
 THENCE S38°26'56"E 49.00 FEET;
 THENCE S01°36'04"E 103.29 FEET TO P.O.B. #1

CONTAINING 28068.48 SQ. FT. OF LAND.
 SUBJECT TO RIGHT OF WAY AND ALL EASEMENTS OR RECORDS IF ANY.

LEGAL DESCRIPTION PARCEL 2

PART OF LOT 138, OF STRATFORD KNOLLS NO. 6
 A SUBDIVISION OF PART OF THE S.E. 1/4 OF SECTION 17, T3N., R11E.,
 ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN; AS RECORDED IN
 LIBER 113 PAGE 2. MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 BEGINNING AT THE NE. CORNER OF LOT 138,
 THENCE S01°32'48"E 88.00 FEET;
 THENCE S88°25'54"W 124.01 FEET;
 THENCE N36°28'56"W 49.00 FEET;
 THENCE N66°50'10"W 151.18 FEET;
 THENCE N38°36'00"E 54.35 FEET;
 THENCE N88°27'18"E 268.88 FEET TO P.O.B. # 2.

CONTAINING 20894.82 SQ. FT. OF LAND.
 SUBJECT TO RIGHT OF WAY AND ALL EASEMENTS OR RECORDS IF ANY.



DRAWING NO. 2 OF 2	PROJECT 2024 PEDAL CT.	FIELD MEASUREMENTS, INC. 18501 14 MILE ROAD CLAYTON TOWNSHIP, MI 48068				
	LOCATION ROCHESTER HILLS, MI		TEL (980) 768-6980 FAX (980) 768-6980	A	GJ	SEPT. 12/06
	CLIENT JM DANLINE			NUMBER	BY	DATE
	DESCRIPTION PARCEL SPLIT					