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 RUTH JOHNSON, CLERK/REGISTER OF DEEDS

**PLANNED UNIT DEVELOPMENT AGREEMENT
 BETWEEN ROCHESTER COLLEGE AND
 THE CITY OF ROCHESTER HILLS**

This Planned Unit Development Agreement ("Agreement") is made this 30th day of January 2006, 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 Rochester College, a Michigan non-profit corporation ("College") whose address is 800 West Avon Road, Rochester Hills, Michigan 48307.

RECITALS:

A. Rochester College is a non-profit institution (former known as Michigan Christian College) that purchased its first property in Avon Township in 1958, and acquired the land that comprises the current College campus in 1964. The campus is legally described on Exhibit A attached hereto and incorporated herein by reference ("Campus").

B. Rochester College provides a liberal arts education to over 1,000 students, employs more than 200 full time and part time personnel, and serves numerous alumni, many of whom live in Rochester Hills.

C. Rochester College desires to increase student enrollment and attract a high caliber faculty, and wishes to expand its facilities to add additional academic and athletic buildings and facilities, as well as student housing, to accomplish these objectives.

D. The College Campus is over 80 acres in size, but approximately 30 acres, over 1/3 of the Campus, cannot be developed due to the presence of natural features on the Campus, such as the Clinton River, wetlands, flood plains, natural features setbacks, woodlands, steep terrain and other natural features.

E. The City has designated approximately 31.45 acres of the College Campus (Sidwell No. 15-15-451-006) as described on Exhibit B attached hereto and incorporated herein by reference ("Existing Historic District"), as a noncontiguous historic district pursuant to Sections 118-26 et. seq. of the Code of Ordinances of the City ("Historic Districts Ordinance"). The Existing Historic District includes a house

("House"), barn, silo, chicken coop, corn crib (collectively, the "Farm Buildings"), and further restricts the area of the College Campus that can be developed.

F. Pursuant to the request of the City several years ago, the College developed a master plan showing the intended location of all buildings anticipated to be developed on the College Campus. The master plan has been revised over time to reflect the anticipated development plans of the College. The master plan reflects the significant natural features of the Campus, and proposes efficient use of the buildable land on the Campus to accommodate the College's planned growth. The current master plan is attached hereto at Exhibit C and incorporated herein by reference, and shall be referred to herein as the "Master Plan" or the "Final PUD Plan." The Master Plan is intended to reflect the future growth and development of the Campus to accommodate approximately 2,000 students (including on-site living accommodations for approximately 900 students).

G. Over the past several years, the College has been constructing buildings and making other improvements on the Campus in accordance with its master plan.

H. Recognizing its need to develop the Campus within the Existing Historic District, in 1999 the College first petitioned the City's Historic Districts Commission ("HDC") to eliminate the Existing Historic District to accommodate the intended growth of the College, which was denied by the HDC.

I. On October 24, 2002, the College submitted a request to the HDC to permit the College to remove the white farm outbuilding in the Existing Historic District and construct improvements primarily consisting of a soccer field, a softball field and an internal roadway. On December 12, 2002, the HDC issued a Notice to Proceed, and such outbuilding was subsequently removed.

J. In order to facilitate its development needs, at the Rochester Hills City Council ("City Council") meeting on June 18, 2003, the College petitioned the City Council to eliminate the entire Existing Historic District pursuant to the discretion granted to City Council by Section 118-133 of the Historic Districts Ordinance.

K. At the June 18, 2003 City Council meeting, the City Council referred the College's request to the Historic District's Study Committee ("Study Committee") for investigation, public hearing and issuance of a report to City Council pursuant to City Ordinance.

L. The Study Committee subsequently prepared a report on the Historic District, and held a public hearing on September 25, 2003.

M. On December 10, 2003, City Council adopted a resolution to eliminate the Existing Historic District, but postponed a final decision until such time as the City Council President brings the proposed ordinance changes to City Council for a first reading at a date to be determined in the future.

N. On April 7, 2004, City Council adopted a resolution authorizing the Study Committee and staff to negotiate a planned unit development agreement with the College to address the needs and resolve the concerns of all parties involved.

O. This Agreement and the Master Plan comprise a planned unit development ("PUD") that satisfies the qualifying conditions of Sections 138-1001, et seq., at the Code of Ordinances of the City ("PUD Ordinance") by (i) encouraging the appropriate redevelopment of the Existing Historic District as part of the College Campus and the preservation of the Modified Historic District (as defined below), and (ii) preserving natural features or open space as a result of granting a conservation easement for land adjacent to the Clinton River

P. As part of the PUD, the College has agreed to retain and preserve the Existing Historic District as reduced in size to the boundaries depicted and described in Exhibit B attached hereto and incorporated herein by reference ("Modified Historic District"), which includes the Farm Buildings. As part of the PUD, the College will also agree to dedicate right of way along Avon Road to the public use, on the terms and conditions set forth herein.

Q. The City has agreed to modify the boundaries of the Existing Historic District to the boundaries of the Modified Historic District, and has agreed to modify building height restrictions, setbacks, parking requirements and natural feature setbacks, to work with the College in obtaining wetland use permits and meeting applicable tree conservation requirements, and to grant conditional land use approval, among other things, as set forth herein.

R. The PUD has undergone preliminary review by the Study Committee, the Rochester Hills Planning Commission ("Planning Commission") and City Council.

S. The Planning Commission, after giving proper notice, held a public hearing on April 19, 2005, at which the Final PUD Plan and this Agreement were considered, and comments and recommendations of the public were received and heard.

T. City Council, at a meeting duly held on June 22, 2005, adopted a resolution approving the Final PUD Plan and this Agreement.

U. The PUD Ordinance requires the execution and recording of this Agreement in connection with the final approval of the PUD, setting forth the conditions upon which such approval is based.

V. The City desires to ensure that the Campus is developed and used in accordance with the approved Master Plan and all applicable laws and regulations.

NOW THEREFORE, the College and the City, in consideration of the mutual covenants, promises, and conditions described herein, and with the express understanding that this Agreement contains important and essential terms as part of the final approval of the PUD, 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 Agreement to be binding upon the parties.

2. PUD Approval. The parties acknowledge and agree that the development of the Campus has been granted final PUD approval by the City Council in accordance with the PUD Ordinance for development subject to the terms of this Agreement and in general compliance with the Master Plan. Such approval includes approval of the Master Plan and this Agreement and all exhibits attached to this Agreement, which take precedence over and supersede any and all prior reports, agreements, plans and other submissions to and/or approvals by the City relative to the Campus. The College's rights to develop the Campus as provided for in this Agreement and the exhibits attached to this Agreement are fully vested upon the City's execution of this Agreement, subject only to the College obtaining any additional approvals as required in Section 17 of this Agreement. In the event that any part of this Agreement or the Master Plan are inconsistent in any way with the City Zoning Ordinance, now or in the future, then this Agreement and the Master Plan shall control. The City and the College acknowledge that the Master Plan proposes construction on slopes. City Council agrees to exempt the Campus from, or grant an exception or waiver to, the adoption or application, now or in the future, of any slope construction regulations that would have the effect of prohibiting construction on slopes as proposed in the Master Plan. Notwithstanding the foregoing to the contrary, the College shall have no obligation to further develop all or any portion of the Campus.

3. Zoning. The parties acknowledge that the Campus is zoned special purpose pursuant to Section 138-931 et. seq. of the City's Zoning Ordinance, and that the use of the Campus by the College as an institution of higher learning is a conditional use pursuant to Section 138-933(3) of the Zoning Ordinance. The City hereby grants conditional land use approval for the development of the Campus generally in accordance with the Master Plan for the following uses: administration, academic, athletic, housing, maintenance, worship or any other purpose related to an institution of higher education, without any other use approval by the City being required. The parties further agree that development of the Campus generally in accordance with the Master Plan is permitted by the City, subject to the requirements of Sections 13, 16, 17 and 18 of this Agreement. It has also been conclusively determined by the City that the development of the Campus generally in accordance with the Master Plan provides adequate protection to the neighborhood and to abutting properties. No subsequent zoning or other action by the City shall impair the rights of the College hereunder, and any further development of the Campus by the College generally in accordance with the Master Plan shall be deemed to be a lawful, conforming use. Notwithstanding the foregoing to the contrary, the College may develop any part of the Campus for a use

other than as set forth in this Section 3, provided that the College receives conditional land use approval from the City to do so. The designation of the use of any building on the Master Plan is for illustration purposes only, and the College shall have no obligation to use any building or improvement on the Master Plan for the use designated thereon.

4. Development Sequence. The parties agree and acknowledge that the Master Plan represents the intent of the College for the future development of its Campus over several years, and even decades, with the knowledge and information possessed by the College as of the present date, and that the circumstances and development needs of the College may change over time. The parties further acknowledge that the buildings and improvements as shown on the Master Plan may be constructed, if at all, at different dates in the future, and that the College may elect to develop such improvements in the order and at such times as it determines necessary and appropriate, in its discretion, if at all. Site improvements reasonably necessary or reasonably related to any particular building, including without limitation road improvements, storm drainage facilities, parking lots and/or structures, sidewalks and landscaping, will be made at the time of construction of such particular building, as determined through the site plan process.

5. Modification of Historic District. Contemporaneously with the approval of this Agreement, the City Council is enacting an ordinance to modify the boundaries of the Existing Historic District to the Modified Historic District as described in Exhibit B. The parties acknowledge that the House is presently located outside of the Modified Historic District, and the College agrees to relocate the House to the Modified Historic District where generally shown on the Master Plan within five (5) years from the date of this Agreement. Prior to relocating the House to the Modified Historic District, the College will obtain the approval of the HDC for the new location of the House. The City hereby eliminates all minimum yard setback requirements in Sections 138-933(3) and 138-1111 of the Zoning Ordinance for the Farm Buildings in the Modified Historic District, and the Front Yard Setback as defined in Section 15 below shall not apply to the Modified Historic District. In the event the College does not relocate the House to the Modified Historic District within such five (5) year period, the College agrees not to object to any action by the City to amend the boundaries of the Modified Historic District to include the House. The parties further intend that City Council will grant review rights to the HDC over the House pursuant to Section 118-35 of the City's Historic Districts Ordinance, until such time as the College relocates the House to the Modified Historic District, and the College agrees not to object to the granting of such review rights. The City also agrees to cooperate and provide assistance to the College in the event the College desires to obtain grant or other funding to maintain, repair, restore, preserve or adaptively reuse the Farm Buildings, which shall include the assistance of the City's personnel or consultants who write and submit grant and other funding applications.

6. Land Division. Upon application by the College to the City for a land division for the Modified Historic District, the City shall grant land division approval to

split the Modified Historic District from the parcel described by Sidwell No. 15-15-451-006.

7. Building Restriction. No building outside of the Modified Historic District shall be erected closer than 150 feet from the boundary of the Modified Historic District, provided, however, that the development of parking lots, roadways, walking paths, athletic fields with ancillary structures and improvements and other improvements which do not constitute buildings may be constructed within 150 feet of the boundary of the Modified Historic District, subject to the terms of this Agreement.

8. Dedication of Avon Road Right of Way. Within thirty (30) days after the recording of this Agreement, the College shall dedicate and convey by covenant deed subject to all encumbrances, restrictions and easements of record, the right of way for Avon Road as shown on the Master Plan to the City . The deed shall enable the College to continue to utilize and maintain the improvements currently located within such right of way until such time as the right of way is required for road improvements, and shall require that any new utilities installed within such right of way be installed underground.

9. Setbacks. The City hereby waives the minimum yard setback requirements in Sections 138-933(3) and 138-1111 of the Zoning Ordinance for the side and rear yards of any improvement constructed on the Campus generally in accordance with the Master Plan, and reduces the front yard setback, which shall be defined as the Campus frontage on Avon Road as measured from the northern edge of the new right of way conveyed by the College as set forth in Section 8 ("Front Yard Setback"), to thirty (30) feet. Notwithstanding anything herein to the contrary, the parties acknowledge that the Front Yard Setback is hereby waived for the existing Campus building labeled as E-3 on the Master Plan, which shall not be deemed to be an illegal non-conforming use.

10. Building Height. No buildings shall be constructed within the Front Yard Setback (as defined in Section 9), with the exception of the existing Campus building labeled as E-3 on the Master Plan, which shall be limited to thirty (30) feet in height. At the rear edge of the Front Yard Setback, the maximum height of any building shall not exceed thirty (30) feet. Beginning at the rear edge of the Front Yard Setback, for each one and one-half (1 1/2) foot of additional setback, the permissible height of a building shall increase by one (1) foot. It shall be permissible for a building to have a staggered roof line provided that the building complies with the foregoing height restrictions. Building height for purposes of this Agreement shall be calculated in accordance with current City Ordinances and standards. The requirements in this Section 10 shall apply to both existing buildings on the Campus so as to permit the vertical expansion of such buildings, and to any future buildings not yet developed on the Campus. Upon application by the College for good cause, City Staff shall have the authority to permit an increase in the height of any building by no more than one story. Upon the request of the College only, City Council may modify the foregoing height restrictions for any building. As used in this Section 10, the term "building" shall also include multi-level parking structures.

11. Dedication to Oakland County Land Conservancy. Within two hundred seventy (270) days after the date this Agreement is recorded, provided that the College obtains the concurrence of the Oakland County Land Conservancy ("Conservancy"), the College shall grant a conservation easement to the Conservancy which shall be substantially for the area labeled "Conservation Easement Area" on Exhibit D attached hereto and incorporated herein by reference, on terms that are mutually agreeable to the Conservancy and the College.

12. Wetland and Storm Drainage Requirements.

(a) Wetlands. The parties acknowledge that the College intends to apply to the Michigan Department of Environmental Quality ("MDEQ") for the issuance of wetlands use permits for the Campus for the areas shown on Exhibit D. The City agrees to cooperate and support the College's request to the MDEQ for wetlands use permits, which cooperation shall include delivering letters of support to the MDEQ that may be reasonably requested by the College, and by having the City's wetlands consultant communicate such support to the MDEQ and to otherwise reasonably cooperate with the College to facilitate the issuance of such wetlands use permits by the MDEQ. The parties also anticipate that the College will also be required by Section 126.491 et. seq., of the City Code of Ordinances to obtain a wetlands use permit from the City, and the City agrees to diligently process and review such applications in good faith

(b) Storm Drainage. The College agrees not to utilize any single point storm water discharge into the Clinton River in connection with any new construction on Campus. Upon the submittal of each site plan, the College agrees to investigate and consider the implementation of best management practices and alternative storm water distribution and infiltration systems and methods that differ from or exceed the requirements of City Ordinances, provided, however, that the College shall only be required to comply with the City Ordinance requirements and engineering design standards in effect at the time of such submittal.

13. Natural Feature Setbacks. As shown on Exhibit D, all natural feature setbacks surrounding wetlands areas on Campus that are not adjacent to the Clinton River shall be deemed waived by the City in compliance with Section 138-1076(d) of the Zoning Ordinance. All natural feature setbacks adjacent to the Clinton River as shown on the Master Plan shall remain, but are hereby deemed waived by the City solely for the purpose of the construction of any building or other improvement by the College generally in accordance with the Master Plan. Within a reasonable time after the completion of such construction activities, the College shall restore the natural feature setback to substantially the same condition that existed prior to the commencement of construction activities, and all regulations set forth in Section 138-1076 shall continue to apply following such restoration. In the event the College desires to build any building within the preserved natural feature setbacks adjacent to the Clinton River, the College must obtain a waiver to do so from the Planning Commission.

In granting these waivers, the City has determined that the proposed development of improvements and construction of the same, generally in accordance with the Master Plan, are not likely to endanger or materially and adversely affect the natural features adjacent to such setbacks.

14. Tree Conservation. The parties acknowledge and agree that the City's Tree Conservation Ordinance, Section 126-261 et. seq. of the City Code of Ordinances ("Tree Conservation Ordinance") does not apply to that portion of the College Campus that is presently part of Sidwell No. 15-15-376-001 pursuant to Section 126-264(b) of the Tree Conservation Ordinance, for the reason that site plans for such parcel had received final approval from the City prior to August 3, 1988. With respect to the balance of the Campus, the College shall comply with the Tree Conservation Ordinance.

15. Parking.

(a) The City acknowledges that the College currently provides in excess of the number of parking spaces required by Sections 138-1266 and 138-1267 of the Zoning Ordinance ("Parking Ordinances"). The City further acknowledges that the number of parking spaces provided as shown on the Master Plan satisfies the City's Parking Ordinances for the development of the Campus, as shown by the calculations on Exhibit E attached hereto and incorporated herein by reference.

(b) The College shall satisfy the parking requirements of the Parking Ordinances with respect to the number of parking spaces required in connection with the construction of any buildings on the Campus, provided, however, that in the event the College submits a parking study reasonably acceptable to the Planning Commission that concludes the number of parking spaces required by Section 138-1266 is in excess of the number of parking spaces actually needed for the improvements proposed to be developed, then the City shall reduce the number of parking spaces required to the number of parking spaces proposed by the College for such improvements. The City further agrees that the College shall be permitted to erect parking structures in the location for parking structures generally specified on the Master Plan.

(c) In the event the College either is unable to satisfy the requirements of the Parking Ordinances with respect to the development of any particular building or improvement on the Campus within the parking areas as shown on the Master Plan for such building or improvement, or the College has determined that to adequately service its students, faculty and staff that it requires more parking spaces than are shown on the Master Plan, then the College shall be entitled to reduce the dimensions of the parking spaces proposed to nine (9) feet in width and eighteen (18) feet in depth for each parking space to satisfy the Parking Ordinances.

(d) In the event the number of parking spaces provided on Campus are inadequate, such that the College and the City receive repeated legitimate complaints of an insufficient number of parking spaces on Campus, City Staff shall notify the College of such deficiency in writing, and the College shall take one of the following actions to remedy the deficiency: (i) enter into shared parking arrangements with adjacent property owners, (ii) within a reasonable time develop all or parts of other undeveloped parking fields where shown on the Master Plan as either temporary gravel parking fields (for a period not to exceed two (2) years, subject to extension by the Planning Commission for good cause) or completed parking lots in accordance with the Master Plan, or (iii) within two (2) years following such notice, the College shall commence construction of a multi-level parking structure on Campus in the location generally specified on the Master Plan, and shall diligently proceed to completion. Notwithstanding the foregoing to the contrary, in the event the College disagrees with such notice, the College may appeal such notice or request relief for good cause from City Council.

16. Minor Modifications. Due to the evolving needs of the College and the expectancy of the parties that the Master Plan will remain in effect for many years, modifications to the Master Plan may be required based on many factors, which may include, without limitation, building sizes, locations, shapes, height and elevations. Minor changes to the Master Plan requested by the College shall be reviewed and approved by City Staff. The following are examples only of minor changes that may be approved by City Staff, and are not an exclusive list: (a) reduction in the footprint or height of any building; (b) an increase in the footprint of any building of no more than thirty percent (30%) of the size of the building footprint as indicated on the Master Plan, provided that the increase in the footprints of all buildings as shown on the Master Plan are not increased by more than ten percent (10%) in the aggregate; (c) relocations of any building such that the relocation is in the general vicinity of the footprint of such building as shown on the Master Plan; and (d) internal rearrangement of parking lots, roadways, walkways, athletic fields, storm drainage facilities and other utilities. Any modification sought by the College that exceeds the authority granted to City Staff in this section, in the judgment of City Staff, shall be submitted to the Planning Commission for review and approval, with the College having the right to appeal the Planning Commission's determination to City Council.

17. Site Plan Review. Site plan review for any new improvements to be constructed on the Campus or the addition to or modification of any buildings or improvements shall be submitted to the Planning Commission for review and approval pursuant to the normal process set forth in the Zoning Ordinance. The College shall have the right to appeal the Planning Commission's determination to City Council. Any site plan submitted by the College shall comply with all applicable fire, engineering and floodplain rules, regulations and design standards of the City and shall demonstrate that sufficient storm drainage and sanitary sewer capacity exists. The College will submit traffic studies to the City with a site plan submittal when requested by the City in accordance with its normal standards and procedures. Prior to any construction

approvals, the College will also submit any information reasonably required by City Staff for verification of slope stability. The College will also comply with the City's engineering rules, regulations and design standards for the protection of steep slopes. The City and the College agree to work together in good faith with respect to the foregoing requirements so as to both accommodate the policies of the City and implement the intent of the Master Plan and PUD Agreement.

18. Architectural Control. Upon the submittal of a site plan by the College for the development, addition or modification of any building on the Campus, if the Planning Commission determines, in the exercise of its reasonable discretion, that the architectural character of the new building or existing building addition or modification being proposed to be constructed is generally harmonious, consistent and compatible with either the existing buildings on the Campus or the architectural theme of the Campus, then the Planning Commission shall approve such elevations of the proposed building, addition or modification. The College shall have the right to appeal the Planning Commission's determination to City Council.

19. Building Permits. The procedure for the City to review plans and construction drawings for demolition, clearing, grading, utilities, landscaping, building and related approvals and permits requested by the College for the construction of any improvement on the Campus, shall be performed as follows:

(a) The City shall review and approve construction drawings and plans submitted by the College to the City for review and issue the required land improvement permits, building permits and other permits and approvals in an expedient manner, provided that said plans and drawings comply with the Master Plan, this Agreement, and the City's rules and design standards to the extent such rules and design standards are not inconsistent with the Master Plan or this Agreement, otherwise this Agreement and the Master Plan shall control.

(b) The City shall, in an expedient manner after City review and approval, promptly and diligently transmit to appropriate agencies the plans for water, and sanitary sewer for permit processing. Once the College has obtained all pertinent approvals and permits and a pre-construction meeting is held with the City, the College may commence construction of the public utilities.

(c) It is the intent of the parties that review comments for resubmission shall be made by the City and its planning and engineering departments within two (2) weeks after submission of all documents normally required. Any review required pursuant to this Agreement by the Planning Commission or City Council shall be placed on the next available agenda of the Planning Commission or City Council after review is completed by the City Staff.

(d) So long as the College is acting with due diligence, makes an initial submission of "as built" plans for site improvements completed at the time of submission, and the College's escrow account with the City for the payment of

review and inspection fees is current, the City shall not deny the College the right for temporary occupancy permits for the reasons that improvements are not completed, if such do not relate to health or safety concerns such as lack of water mains, sanitary sewers, or access.

(e) The College, and its agents, employees and contractors shall have the right to enter upon all dedicated easements, right of ways, and lands conveyed to the City in order to construct, inspect, repair and replace improvements for which the College is permitted or is obligated to construct pursuant to any approved site plan. This subsection (e) shall be included within any dedication or conveyance to the City or the Road Commission for Oakland County.

(f) The City agrees to cooperate with and support requests by the College to any governmental agency or authority with jurisdiction over the Campus, for permits, approvals or consents to facilitate the development and construction of the Campus generally in accordance with this Agreement and the Master Plan. The City agrees to execute and deliver letters of support that may be reasonably requested by the College for such permits, approvals or consents, and to cooperate with the College by having the applicable City staff or consultants communicate such support to such governmental agency or authority.

20. Consents/Approvals. Whenever the consent, approval or permit issuance of the City Council, Planning Commission or any City commission, department, staff, attorney or representative is required, such consent, approval or permit issuance shall not be unreasonably delayed, conditioned or withheld.

21. Sale of Property. The College shall have the right to sell, transfer, assign and/or mortgage all or any portion of the Campus. In the event all or any portion of the Campus changes ownership or control, the terms and conditions of this Agreement shall be binding on any successor owner of all or any portion of the Campus. In connection therewith, the College agrees to provide appropriate reciprocal easements for access, ingress and egress to and from any portion of the Campus and public roads adjacent to the Campus. In the event the Campus, or any part thereof, is transferred so that the Campus, in its entirety, is owned by more than one person or entity, any breach of this Agreement or violation of any applicable provision of the City Code of Ordinances occurring on any part of the Campus will be the sole responsibility and liability of the person or entity who or which owns that part of the Campus on which the breach or violation occurs and will have no effect whatsoever on the other portions of the Campus or the owners of such other portions. The City acknowledges and represents that this Agreement may be relied upon for the future land use and development of the Campus by the College and its successors, assigns, and transferees. The College agrees that the Property shall be used only as set forth in this Agreement and the Master Plan.

22. Zoning Board of Appeals. The Zoning Board of Appeals shall have the authority to hear and decide appeals by the College for variances from the Zoning Ordinance. However, the Zoning Board of Appeals shall not have the authority to change conditions, or make interpretations or amendments to the PUD Agreement or the Master Plan or written conditions, which rights are reserved to the City Council.

23. 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. Amendments to the Master Plan may be submitted by the College for review and recommendation by the Planning Commission and approval by City Council.

24. Severability. It is understood and agreed by the parties that if any part, term or provision of this Agreement is finally held by the courts to be illegal or in conflict with any statute, ordinance, rule, regulation or other applicable law, the validity of the remaining portions or provisions of this Agreement shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term or provision held to be invalid.

25. 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.

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

27. 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 immediately available for a hearing on a date to be set by the Court. In the event that the Court finds that party has not acted in good faith or in conformity with this Agreement, then the Court may order reasonable costs and attorney fees incurred to the prevailing party. All remedies afforded in this Agreement shall be taken and construed as cumulative, that is, in addition to every other remedy provided by law.

28. Inconsistency. To the extent that the Agreement and/or its exhibits conflict with City Ordinance requirements, the terms of this Agreement and its exhibits will control. Any clerical errors or mistakes in this Agreement or its exhibits may be corrected by any of the parties, and all parties agree to cooperate in making such corrections in order to effectuate the intent of the parties in entering into this Agreement. Remedial amendments to correct errors and omissions may be approved and executed by the Mayor so long as they are consistent with the spirit and intent of this Agreement,

in the Mayor's reasonable judgment. In all events any reference to the City Code of Ordinances shall mean the existing Ordinances of the City at time of execution of this Agreement.

29. Authority. The signers of this Agreement warrant and represent that they have the authority to sign this Agreement on behalf of their respective principals and the authority to bind each party to this Agreement according to its terms. Further, each of the parties represents that the execution of this Agreement has been duly authorized and is binding on such party.

30. Limitation of City's Liability. This PUD is a private undertaking, and the parties understand and agree that: (a) this PUD is private development; (b) the City has no interest or responsibilities for or duty to third parties concerning any improvements on the Campus except and only until such time that the City accepts any public improvements pursuant to this Agreement and the Master Plan; (c) the College shall have full and exclusive control of the Campus subject to the limitations and obligations of the College under this Agreement; and (d) the contractual relationship between the City and the College is such that the College is an independent contractor and not an agent, partner or joint venturer of or with the City.

31. Binding Effect. This Agreement shall not be effective until the effective date of the City's Ordinance rezoning the Property to PUD, or until the Agreement is recorded in the office of the Oakland County Register of Deeds and a certified copy of the recorded Agreement has been delivered to the City, whichever occurs later. This Agreement shall run with the land and bind the parties, their heirs, successors, and assigns. It is also understood that the members of the City Council and/or the City Administration and/or its departments may change, but the City shall nonetheless remain bound by this Agreement.

[signatures on following pages]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the day and year first above written.

ROCHESTER COLLEGE, a Michigan non-profit corporation

By: Alan B. Waites

Its: Executive Vice President/CFO

ALAN B. WAITES
Executive Vice President/
Chief Financial Officer

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

⁵ The foregoing was acknowledged before me this 28 day of September 2004, by Alan B. Waites, Exec VP & CFO of Rochester College, a Michigan non-profit corporation on behalf of the corporation.

Cathrine L. Ries
Notary Public
Oakland County, Michigan
Acting in Oakland County, Michigan
My commission expires: 8-1-08

Cathrine L. Ries
Notary Public
Oakland County, Michigan
My Commission Expires 8/1/08

INDEX OF EXHIBITS

- Exhibit A - Legal Description of Campus
- Exhibit B - Legal Description of Existing Historic District and Modified Historic District
- Exhibit C - Master Plan
- Exhibit D - Master Plan Natural Features Exhibit
- Exhibit E - Parking Space Requirements

LIBER 37065 #0195

EXHIBIT A

PARCEL NO. (15-15-376-001)

LAND IN THE COUNTY OF OAKLAND, STATE OF MICHIGAN, IS DESCRIBED AS FOLLOWS:

CITY OF ROCHESTER HILLS

PART OF THE SOUTHWEST 1/4, SECTION 15, TOWN 3 NORTH, RANGE 11 EAST, BEGINNING AT SOUTH 1/4 SECTION CORNER; THENCE WEST 1770.5 FEET TO EASTERLY RIGHT OF WAY LINE OF GRAND TRUNK RAILROAD; THENCE NORTH 41 DEGREES 53 MINUTES 30 SECONDS EAST, 692.82 FEET AND NORTH 49 DEGREES 33 MINUTES 30 SECONDS EAST, 1427.3 FEET ALONG SAID RIGHT OF WAY LINE, THENCE SOUTH 89 DEGREES 20 MINUTES 00 SECONDS EAST, 300.9 FEET; THENCE SOUTH 03 DEGREES 04 MINUTES 30 SECONDS WEST ALONG NORTH AND SOUTH 1/4 LINE TO BEGINNING. (APPROXIMATELY 36.35 ACRES OF LAND PER TAX MAPS)

PT 15-15-451-010
PT 15-15-451-008

PARCEL NO. (15-15-451-003)

(USING WARRANTY DEED LIBER 4657, PAGE 557 AS BASIS FOR DESCRIPTION)
LAND IN THE TOWNSHIP OF AVON (NOW CITY OF ROCHESTER HILLS), COUNTY OF OAKLAND AND STATE OF MICHIGAN TO-WIT:

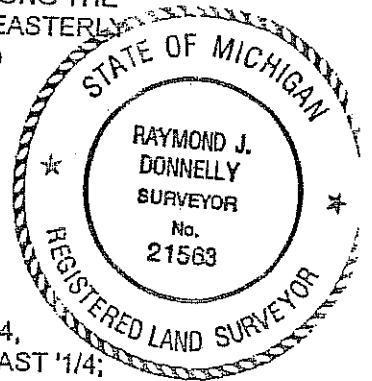
THAT PART OF THE WEST 1/2 OF THE SOUTHEAST QUARTER OF SECTION 15, TOWN 3 NORTH, RANGE 11 EAST, MICHIGAN, DESCRIBED AS COMMENCING AT THE SOUTHEAST CORNER THEREOF; THENCE NORTH 1637 FEET TO A POINT ON THE EAST LINE THEREOF; THENCE NORTH 78 DEGREES 18 MINUTES WEST 610 FEET; THENCE NORTH 28 DEGREES 34 MINUTES WEST TO CENTER OF CLINTON RIVER; THENCE ALONG CENTER OF SAID RIVER TO WEST LINE OF WEST HALF OF SOUTHEAST QUARTER; THENCE SOUTH TO THE SOUTHWEST CORNER THEREOF; THENCE EAST ALONG THE SOUTH LINE OF SAID SECTION TO THE POINT OF BEGINNING. EXCEPT THE EASTERLY 1000 FT THEREOF. (APPROXIMATELY 13.52 ACRES OF LAND PER TAX MAPS)

PT 15-15-451-008
PT 15-15-451-010

PARCEL NO. (15-15-451-006)

LAND IN THE CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EASTERLY 1000 FEET OF PART OF THE WEST 1/2 OF THE SOUTHEAST 1/4, BEGINNING AT THE SOUTHEAST CORNER OF THE WEST 1/2 OF THE SOUTHEAST 1/4; THENCE DUE NORTH 1637 FEET; THENCE NORTH 78°18' 00" WEST 610 FEET; THENCE NORTH 28°34' 00" WEST TO THE CENTERLINE OF CLINTON RIVER; THENCE SOUTHWESTERLY ALONG SAID CENTERLINE, TO THE WEST LINE OF THE WEST 1/2 OF THE SOUTHEAST 1/4; THENCE SOUTH TO THE SOUTHWEST CORNER OF THE WEST 1/2 OF THE SOUTHEAST 1/4; THENCE EAST ALONG THE SOUTH LINE OF SECTION 15 TO THE POINT OF BEGINNING. EXCEPT, BEGINNING AT A POINT DISTANT EAST 1003.13 FEET FROM THE SOUTH 1/4 CORNER, THENCE NORTH 01°40' 04" EAST 887.19 FEET; THENCE DUE EAST 393.37 FEET; THENCE SOUTH 01°50' 10" WEST 260.31 FEET; THENCE SOUTH 01°35' 20" WEST 626.88 FEET; THENCE DUE WEST 393.47 FEET TO THE POINT OF BEGINNING; AND ALSO EXCEPT, COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 15; THENCE DUE EAST ALONG THE SOUTH LINE OF SECTION 15, 1003.13 FEET; THENCE NORTH 01°40' 04" EAST 600.00 FEET; THENCE DUE WEST 2.50 FEET; THENCE SOUTH 01°40' 04" WEST 600.00 FEET TO THE SOUTH LINE OF SECTION 15; THENCE DUE EAST 2.50 FEET BACK TO THE POINT OF BEGINNING.



*TO P.O.B. 08

PT 15-15-451-008

15-15-451-009

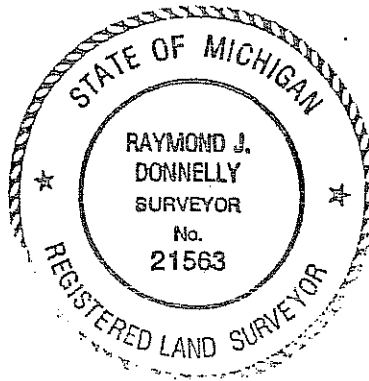
NEW HISTORICAL DISTRICT PARCEL DESCRIPTION
LAND IN THE CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN, MORE
PARTICULARLY DESCRIBED AS:

COMMENCING AT THE SOUTH 1/4 CORNER OF SECTION 15, TOWN 3 NORTH, RANGE 11
EAST; THENCE ALONG THE SOUTH LINE OF SAID SECTION 15, DUE EAST 756.99 FEET;
THENCE DUE NORTH 33.00 FEET TO THE POINT OF BEGINNING; THENCE DUE NORTH
240.00 FEET; THENCE DUE EAST 212.24 FEET; THENCE SOUTH 01° 40' 04" WEST, 240.10
FEET; THENCE ALONG THE EXISTING NORTHERLY 33 FT. RIGHT-OF-WAY LINE OF AVON
ROAD, DUE WEST 205.25 FEET BACK TO THE POINT OF BEGINNING.

CONTAINING 1.15 ACRES OF LAND SUBJECT TO AND TOGETHER WITH ANY
EASEMENTS, RESTRICTIONS, OR RESERVATIONS AFFECTING THIS DESCRIBED
PARCEL.

PART OF TAX 1 D. (#15-15-451-006)

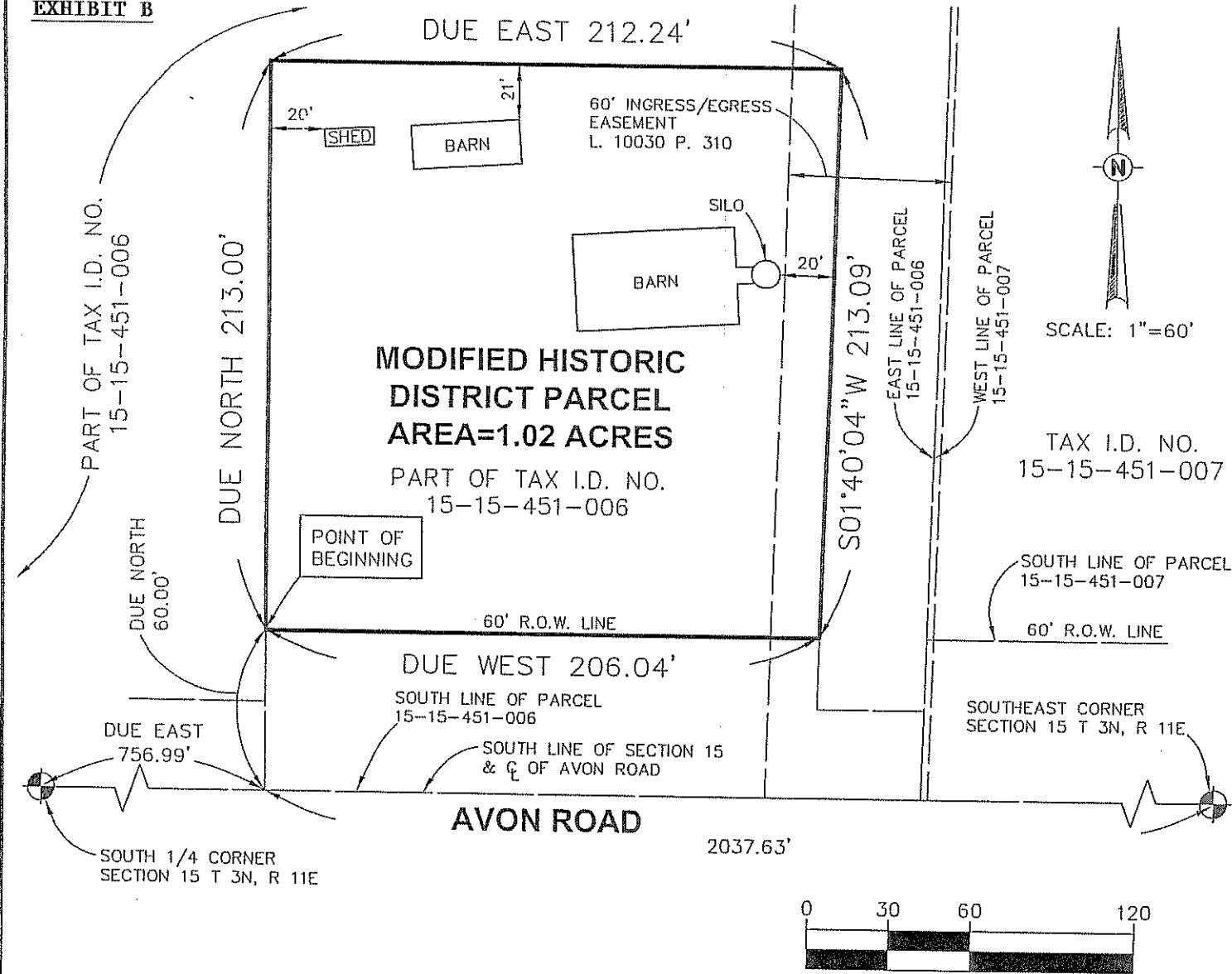
15-15-451-009



MODIFIED HISTORIC DISTRICT PARCEL SKETCH & LEGAL DESCRIPTION

17055-199

EXHIBIT B



DESCRIPTION FOR THE EXISTING HISTORIC DISTRICT ROCHESTER COLLEGE PARCEL NO. (15-15-451-006)

LAND IN THE CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EASTERLY 1000 FEET OF PART OF THE WEST 1/2 OF THE SOUTHEAST 1/4, BEGINNING AT THE SOUTHEAST CORNER OF THE WEST 1/2 OF THE SOUTHEAST 1/4; THENCE DUE NORTH 1637 FEET; THENCE NORTH 78° 18' 00" WEST 610 FEET; THENCE NORTH 28° 34' 00" WEST TO THE CENTERLINE OF CLINTON RIVER; THENCE SOUTHWESTERLY ALONG SAID CENTERLINE, TO THE WEST LINE OF THE WEST 1/2 OF THE SOUTHEAST 1/4; THENCE SOUTH TO THE SOUTHWEST CORNER OF THE WEST 1/2 OF THE SOUTHEAST 1/4; THENCE EAST ALONG THE SOUTH LINE OF SECTION 15 TO THE POINT OF BEGINNING. EXCEPT, BEGINNING AT A POINT DISTANT EAST 1003.13 FEET FROM THE SOUTH 1/4 CORNER, THENCE NORTH 01° 40' 04" EAST 887.19 FEET; THENCE DUE EAST 393.37 FEET; THENCE SOUTH 01° 50' 10" WEST 260.31 FEET; THENCE SOUTH 01° 35' 20" WEST 626.88 FEET; THENCE DUE WEST 393.47 FEET TO THE POINT OF BEGINNING; AND ALSO EXCEPT, COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 15; THENCE DUE EAST ALONG THE SOUTH LINE OF SECTION 15, 1003.13 FEET; THENCE NORTH 01° 40' 04" EAST 600.00 FEET; THENCE DUE WEST 2.50 FEET; THENCE SOUTH 01° 40' 04" WEST 600.00 FEET TO THE SOUTH LINE OF SECTION 15; THENCE DUE EAST 2.50 FEET BACK TO THE POINT OF BEGINNING.

PT 15-15-451-008
15-15-451-009

X TO P.O.B.C.

MODIFIED HISTORIC DISTRICT PARCEL DESCRIPTION

LAND IN THE CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE SOUTH 1/4 CORNER OF SECTION 15, TOWN 3 NORTH, RANGE 11 EAST; THENCE DUE EAST 756.99 FEET; THENCE DUE NORTH 60.00 FEET TO THE POINT OF BEGINNING; THENCE DUE NORTH 213.00 FEET; THENCE DUE EAST 212.24 FEET; THENCE SOUTH 01° 40' 04" WEST, 213.09 FEET; THENCE ALONG THE NORTHERLY 60 FT. RIGHT-OF-WAY LINE OF AVON ROAD, DUE WEST 206.04 FEET BACK TO THE POINT OF BEGINNING. CONTAINING 1.02 ACRES OF LAND SUBJECT TO AND TOGETHER WITH ANY EASEMENTS, RESTRICTIONS, OR RESERVATIONS AFFECTING THIS DESCRIBED PARCEL.

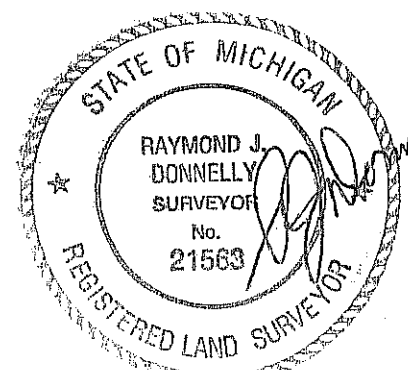
PART OF TAX I.D. (#15-15-451-006)

15-15-451-009

RAYMOND J. DONNELLY R.L.S. NO. 21563

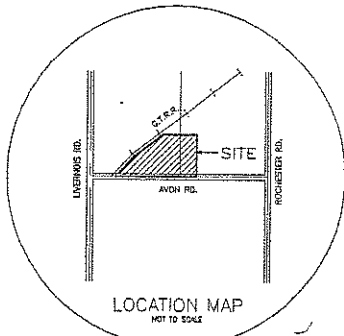
CLIENT: ROCHESTER COLLEGE 800 W. AVON ROCHESTER HILLS, MI 48307	
REV. 04-25-05 PER CLIENT ATTY.	DRWN. BY GLB
DATE 10-26-04	FIELD BOOK
SHEET NO. 1 OF 1	PROJECT NO. 2001-036

SURVEYORS
Raymond J. Donnelly & Associates, Inc.
Land Surveying • Mapping • Site Development Consultants
1853 E. Maple Road
Troy, MI 48083-4207
TEL (248) 689-5555
FAX (248) 689-5677



- PHASE I (WITHIN 5 YEARS)**
- P-8 ATHLETIC/STUDENT ACTIVITIES BUILDING (64,000 S.F. FOOTPRINT)
 - P-4 ACADEMIC BUILDING (14,300 S.F. FOOTPRINT)
 - P-9 STUDENT HOUSING (5,900 S.F. FOOTPRINT)
 - P-10 STUDENT HOUSING (5,900 S.F. FOOTPRINT)
 - P-11 STUDENT HOUSING (5,900 S.F. FOOTPRINT)
 - P-12 STUDENT HOUSING (5,900 S.F. FOOTPRINT)

- E-1 SCIENCE/GYM/MAINT. BUILDING
- E-2 GATE HOUSE
- E-3 ADMINISTRATION BUILDING
- E-4 LIBRARY
- E-5 ACADEMIC BUILDING
- E-6 ACADEMIC BUILDING
- E-7 STUDENT HOUSING
- E-8 STUDENT HOUSING
- E-9 STUDENT HOUSING
- E-10 STUDENT HOUSING
- E-11 STUDENT HOUSING



- EXHIBIT C**
- FLOOD PLAIN
 - RIVER/LAKE
 - WETLAND

PHASE II (5 TO 15 YEARS FROM NOW)

- P-5 ACADEMIC BUILDING (8,700 S.F. FOOTPRINT)
- P-6 ACADEMIC BUILDING (13,300 S.F. FOOTPRINT)
- P-7 ACADEMIC BUILDING (9,900 S.F. FOOTPRINT)
- P-15 STUDENT HOUSING (5,900 S.F. FOOTPRINT)
- P-16 STUDENT HOUSING (5,900 S.F. FOOTPRINT)
- P-17 STUDENT HOUSING (5,900 S.F. FOOTPRINT)
- P-18 STUDENT HOUSING (5,900 S.F. FOOTPRINT)
- P-19 STUDENT HOUSING (5,900 S.F. FOOTPRINT)
- P-20 STUDENT HOUSING (5,900 S.F. FOOTPRINT)
- P-21 HOUSING / CONFERENCE (3,500 S.F. FOOTPRINT)

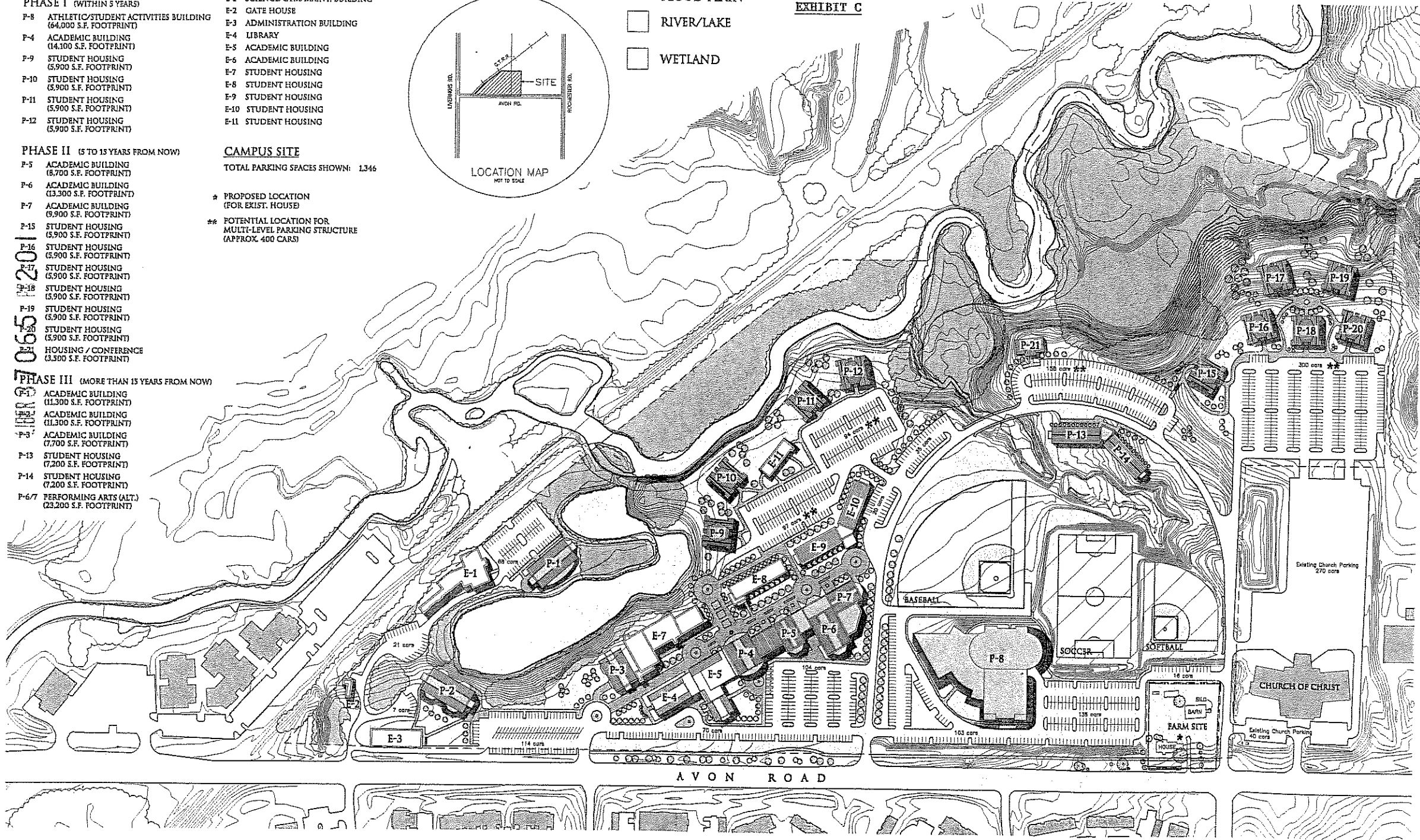
CAMPUS SITE

TOTAL PARKING SPACES SHOWN: 1,346

- * PROPOSED LOCATION (FOR EXIST. HOUSE)
- ** POTENTIAL LOCATION FOR MULTI-LEVEL PARKING STRUCTURE (APPROX. 400 CARS)

PHASE III (MORE THAN 15 YEARS FROM NOW)

- P-3 ACADEMIC BUILDING (11,300 S.F. FOOTPRINT)
- P-3 ACADEMIC BUILDING (11,300 S.F. FOOTPRINT)
- P-3 ACADEMIC BUILDING (7,700 S.F. FOOTPRINT)
- P-13 STUDENT HOUSING (7,200 S.F. FOOTPRINT)
- P-14 STUDENT HOUSING (7,200 S.F. FOOTPRINT)
- P-6/7 PERFORMING ARTS (ALT.) (23,200 S.F. FOOTPRINT)



ROCHESTER COLLEGE MASTER PLAN

MAY 26, 2005
 N
 SCALE 1" = 250' - 0"
 0 50 100 200

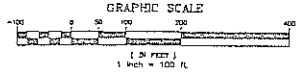


LIBER 37065 PG 203

EXHIBIT D

LEGEND

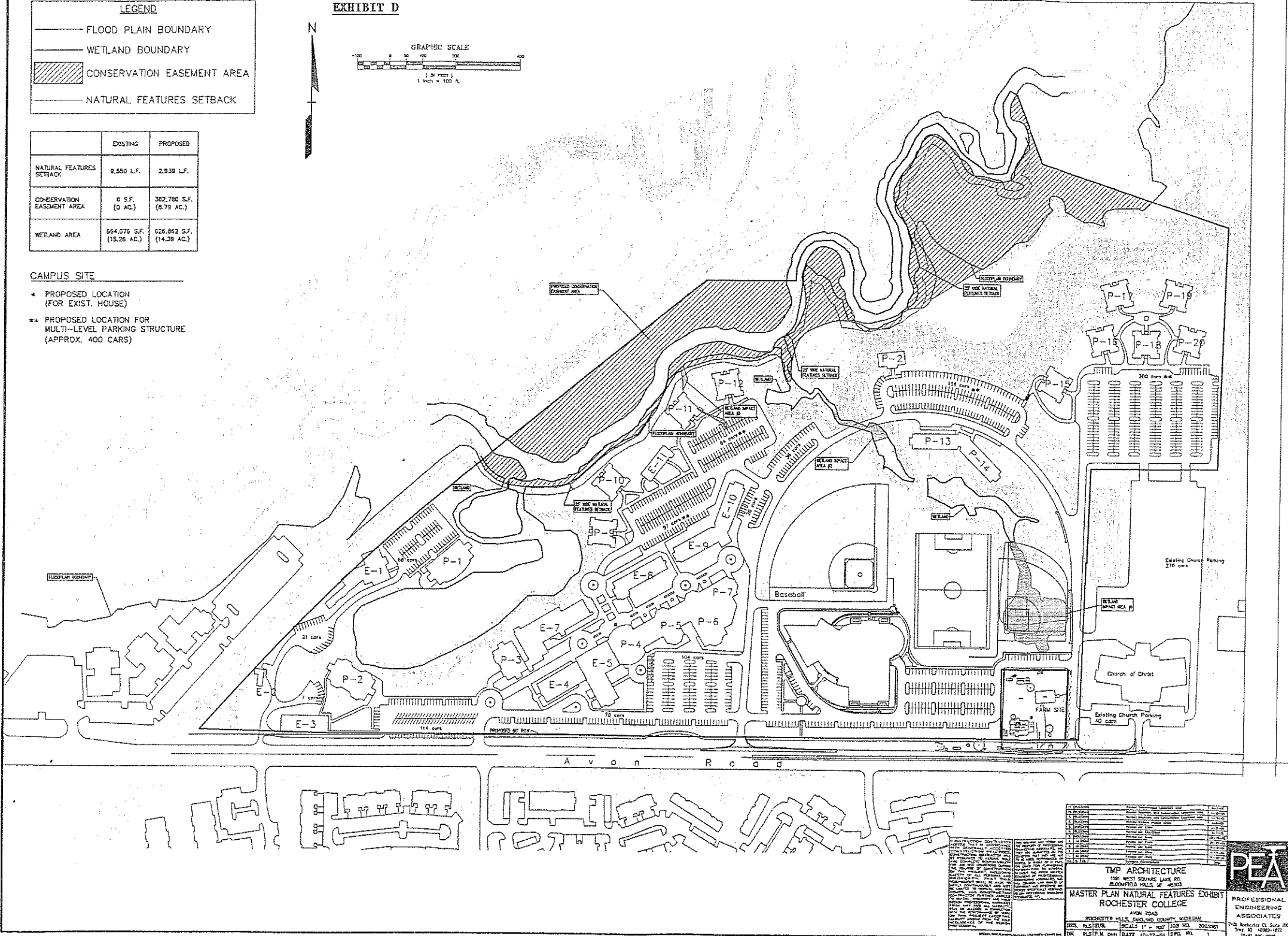
- FLOOD PLAIN BOUNDARY
- WETLAND BOUNDARY
- ▨ CONSERVATION EASEMENT AREA
- NATURAL FEATURES SETBACK



	EXISTING	PROPOSED
NATURAL FEATURES SETBACK	9,556 L.F.	2,939 L.F.
CONSERVATION EASEMENT AREA	0 S.F. (0 AC.)	382,780 S.F. (8.79 AC.)
WETLAND AREA	854,675 S.F. (19.26 AC.)	626,882 S.F. (14.39 AC.)

CAMPUS SITE

- PROPOSED LOCATION (FOR EXIST. HOUSE)
- ** PROPOSED LOCATION FOR MULTI-LEVEL PARKING STRUCTURE (APPROX. 400 CARS)



<p>TMP ARCHITECTURE 179 WEST SQUARES LANE 601 ROCHESTER, MISS. 38203</p>		<p>PROFESSIONAL ENGINEERING ASSOCIATES 2424 Rochester Dr. Suite 100 Rochester, MS 38203 Tel: 601-988-1872 Fax: 601-988-9993</p>
<p>MASTER PLAN NATURAL FEATURES EXHIBIT ROCHESTER COLLEGE AVON ROAD ROCHESTER MISS. 38203 DATE: 12-27-04</p>		

Parking Space Requirements:

Spaces:

E7. Exist. Chapel (210 seats) @ 1 space per 3 seats	70
2 Chapel Staff @ 1 space per 2 staff	1
E5. Theatre (200 seats) @ 1 space per 3 seats	67
2 Theatre staff @ 1 space per 2 staff	1
P8. Proposed Gym (1,000 seats) @ 1 space per 3 seats	333
E8. Exist. Student Housing (140 beds) @ 1 space per 2 beds	70
E9/10. Exist. Student Housing (145 beds) @ 1 space per 2 beds	73
E11. Exist. Student Housing (40 beds) @ 1 space per 2 beds	20
P9/10/11/12. Proposed Student Housing (184 beds) @ 1 space per 2 beds	92
P13/14. Proposed Student Housing (362 beds) @ 1 space per 2 beds	181
P15/16/17/18/19/20. Proposed Student Housing (276 beds) @ 1 space per 2 beds	138
P21. Proposed Housing (4 beds) @ 1 space per 2 beds	2
Total Parking Required:	1048
Total Parking Provided:	1346