

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

THIS FIRST AMENDMENT TO PLANNED UNIT DEVELOPMENT AGREEMENT BETWEEN ROCHESTER COLLEGE AND THE CITY OF ROCHESTER HILLS ("First Amendment") is made and entered into as of _____, 2020, 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 UNIVERSITY**, f/k/a Rochester College, a Michigan non-profit corporation ("**College**"), whose address is 800 West Avon Road, Rochester Hills, Michigan 48307.

RECITALS:

A. The City and the College entered into a certain Planned Unit Development Agreement dated January 30, 2006, recorded in Liber 37065, Page 179, Oakland County Records ("**PUD Agreement**"), relative to the land that comprised the College campus, as legally described on **Exhibit A** attached to the PUD Agreement ("**Campus**").

B. The College is selling approximately 7.9 acres of land within the Campus described on **Exhibit B** attached hereto and incorporated herein by reference ("**Pulte Land**") to Pulte Homes of Michigan LLC, a Michigan limited liability company ("**Pulte**"), for multiple family residential purposes.

C. The City has approved a new planned unit development for the Pulte Land, which requires that the Pulte Land be removed from the PUD Agreement.

D. The parties desire to amend the PUD Agreement to remove the Pulte Land from the PUD Agreement, on the terms and conditions set forth below.

E. The City's Planning Commission, after giving proper notice, held a public hearing on _____, 2020, at which it recommended approval of this First Amendment to the City Council.

F. The City Council, at a meeting duly held on _____, 2020, adopted a resolution approving the removal of the Pulte Land from the PUD Agreement and the amendment of the PUD Agreement.

NOW, THEREFORE, the City and the College, in consideration One Dollar (\$1.00) and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, agree as follows:

1. The legal descriptions of the Campus originally attached as Exhibit A to the PUD Agreement are hereby deleted in their entirety and replaced with Exhibit A attached hereto and incorporated herein by reference. The Pulte Land shall not be subject to the terms and conditions of the PUD Agreement and Pulte shall have no obligations under, nor be required to comply with the PUD Agreement.

2. The Master Plan for the Campus originally attached as Exhibit C to the PUD Agreement is hereby deleted in its entirety and replaced with Exhibit C attached hereto and incorporated herein by reference.

3. The Parking Space Requirements originally attached as Exhibit E to the PUD Agreement are hereby deleted in their entirety and replaced with Exhibit E attached hereto and incorporated herein by reference.

4. The parties hereby confirm and ratify all provisions of the PUD Agreement as amended hereby, which shall and do remain in full force and effect. All capitalized, undefined terms in this First Amendment shall have the meaning ascribed to them in the PUD Agreement. The terms of this First Amendment supersede any contrary provisions of the PUD Agreement.

5. This First Amendment may be signed in two or more counterparts, each of which will be deemed an original document, but all of which together will constitute one and the same document.

[Signatures on Next Pages.]

IN WITNESS WHEREOF, the parties hereto have set their hands on the day and year set forth with the notarization of their signatures.

ROCHESTER UNIVERSITY, f/k/a Rochester College, a Michigan non-profit corporation

By: Thomas Rellingner

Name: Thomas Rellingner

Title: Executive VP & CFO

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before this 3 day of April 2020, by Thomas Rellingner, the Executive VP & CFO of Rochester University, f/k/a Rochester College, a Michigan non-profit corporation, on behalf of the corporation.

Catherine L. Rios
Notary Public
Oakland County, Michigan
Acting in Oakland County, Michigan
My Commission Expires: 8/1/2020

CITY OF ROCHESTER HILLS,
a Michigan municipal corporation

By: _____
Bryan K. Barnett, Mayor

By: _____
Tina Barton, City Clerk

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before this ____ day of _____, 2020, by Bryan K. Barnett as Mayor, and Tina Barton as City Clerk, for the City of Rochester Hills, a Michigan municipal corporation, on behalf of the corporation.

Notary Public
Oakland County, Michigan
Acting in Oakland County, Michigan
My Commission Expires: _____

Drafted By and When Recorded Return to:

John D. Gaber, Esq.
Williams, Williams, Rattner & Plunkett, P.C.
380 N. Old Woodward Ave., Suite 300
Birmingham, MI 4800927555 Executive

EXHIBIT A

Campus Legal Description

A PARCEL OF LAND LOCATED IN THE WEST 1/2 OF THE SOUTHEAST 1/4 AND PART OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 15, T3N-R11E, CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS: BEGINNING AT THE SOUTH 1/4 CORNER OF SAID SECTION 15, THENCE NORTH 89°47'56" WEST, ALONG THE SOUTH LINE OF SAID SECTION 15 AND THE CENTERLINE OF AVON ROAD, 1310.42 FEET AND NORTH 88°26'03" WEST 443.91 FEET TO THE SOUTHEASTERLY LINE OF THE CLINTON RIVER "TRAIL" (FORMALLY KNOWN AS THE GRAND TRUNK WESTERN RAILROAD); THENCE, ALONG THE SOUTHEASTERLY LINE OF SAID "TRAIL", NORTH 42°34'57" EAST 332.22 FEET; THENCE CONTINUING ALONG THE SOUTHEASTERLY LINE OF SAID "TRAIL", NORTHEASTERLY 797.44 FEET ON THE ARC OF A 5524.16 FOOT RADIUS CURVE TO THE RIGHT, WITH A DELTA ANGLE OF 08°16'15" AND CHORD BEARING AND DISTANCE OF NORTH 46°42'59" EAST 796.75 FEET; THENCE, CONTINUING ALONG THE SOUTHEASTERLY LINE OF SAID "TRAIL", NORTH 50°51'00" EAST 1021.05 TO THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 15; THENCE, ALONG SAID SOUTH LINE, NORTH 89°38'14" EAST 244.84 FEET TO THE EAST 1/8 CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 15; THENCE, ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 15, NORTH 89°45'33" EAST 27 FEET, MORE OR LESS, TO A POINT ON THE CENTER OF THE CLINTON RIVER; THENCE FOLLOWING ALONG THE CENTER OF THE CLINTON RIVER IN MEANDERING DIRECTIONS, BUT GENERALLY NORTHEASTERLY, A DISTANCE OF 1740 FEET, MORE OR LESS, DOWNSTREAM; THENCE LEAVING THE CENTER OF THE CLINTON RIVER, SOUTH 59°41'28" EAST 25 FEET, MORE OR LESS; THENCE SOUTH 22°04'32" EAST 226.40 FEET; THENCE SOUTH 71°53'04" EAST 609.74 FEET; THENCE SOUTH 02°10'13" WEST 118.12 FEET; THENCE SOUTH 01°51'27" WEST 19.46 FEET; THENCE NORTH 88°21'57" WEST 336.59 FEET; THENCE SOUTH 57°20'54" WEST 128.22 FEET; THENCE SOUTH 28°45'21" WEST 508.13 FEET; SOUTH 52°53'14" EAST 202.49 FEET; THENCE SOUTH 53°54'10" WEST 81.99 FEET; THENCE SOUTH 36°05'50" EAST 60.00 FEET; THENCE NORTH 53°54'10" EAST 179.32 FEET TO A POINT ON THE WEST BOUNDARY OF THE ROCHESTER CHURCH OF CHRIST PARCEL AS SURVEYED BY BUCKERFIELD ENGINEERING, RECORDED IN LIBER 10030, PAGES 313 & 314, OAKLAND COUNTY RECORDS; THENCE, ALONG SAID WEST BOUNDARY LINE, SOUTH 01°40'04" WEST 272.83 FEET; THENCE DUE WEST 2.50 FEET; THENCE SOUTH 01°40'04" WEST 600.00 FEET TO THE SOUTH LINE OF SAID SECTION 15 AND THE CENTERLINE OF AVON ROAD; THENCE DUE WEST, ALONG SAID SOUTH LINE OF SAID SECTION 15 AND THE CENTERLINE OF AVON ROAD, 1000.63 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 73.14 ACRES OF LAND AND IS SUBJECT TO THAT PART NOW USED AS AVON ROAD AND SUBJECT TO ANY AND ALL EASEMENTS AND RESTRICTIONS WHICH MAY OR MAY NOT BE OF RECORD.

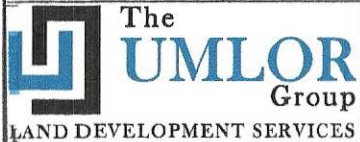
Tax Id Parcels: 15-15-451-008; 15-15-451-009; 15-15-451-101

AMENDED PUD AREA

FOR: ROCHESTER COLLEGE
CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN

The Umlor Group
49287 West Road
Wixom, Michigan 48393
Tel. (248) 773-7656
Fax. (866) 690-4307

DRAWN BY: JOC
CHKD BY: TPO
DATE: 04-06-2020
SHT. NO.: 1 OF 2



0 100 200 400
(IN FEET)
1 inch = 400 ft.

NORTH

- = FOUND & VERIFIED IRON OR MONUMENT
- ⊕ = FOUND & VERIFIED SECTION CORNER
- △ = CENTRAL ANGLE

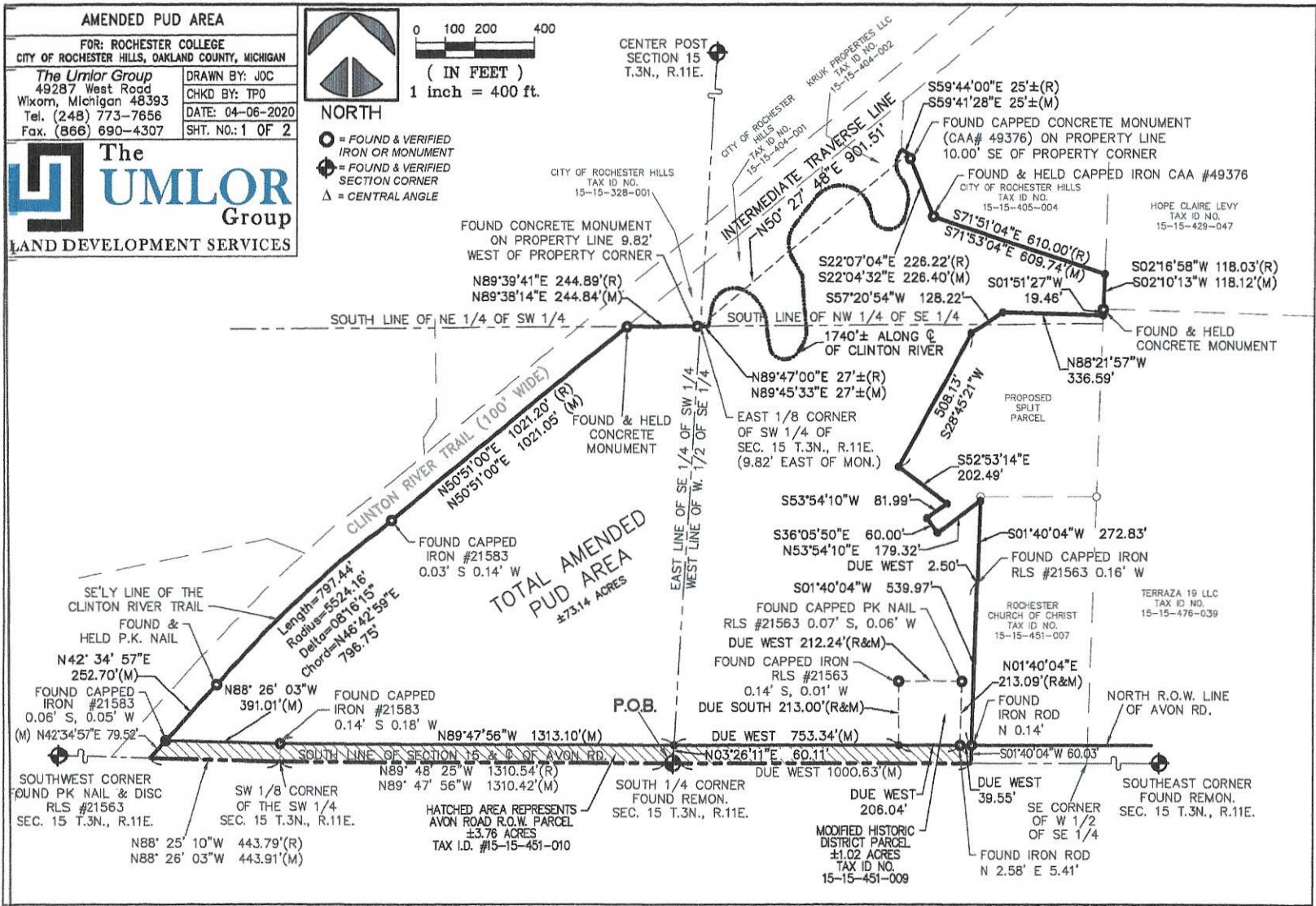


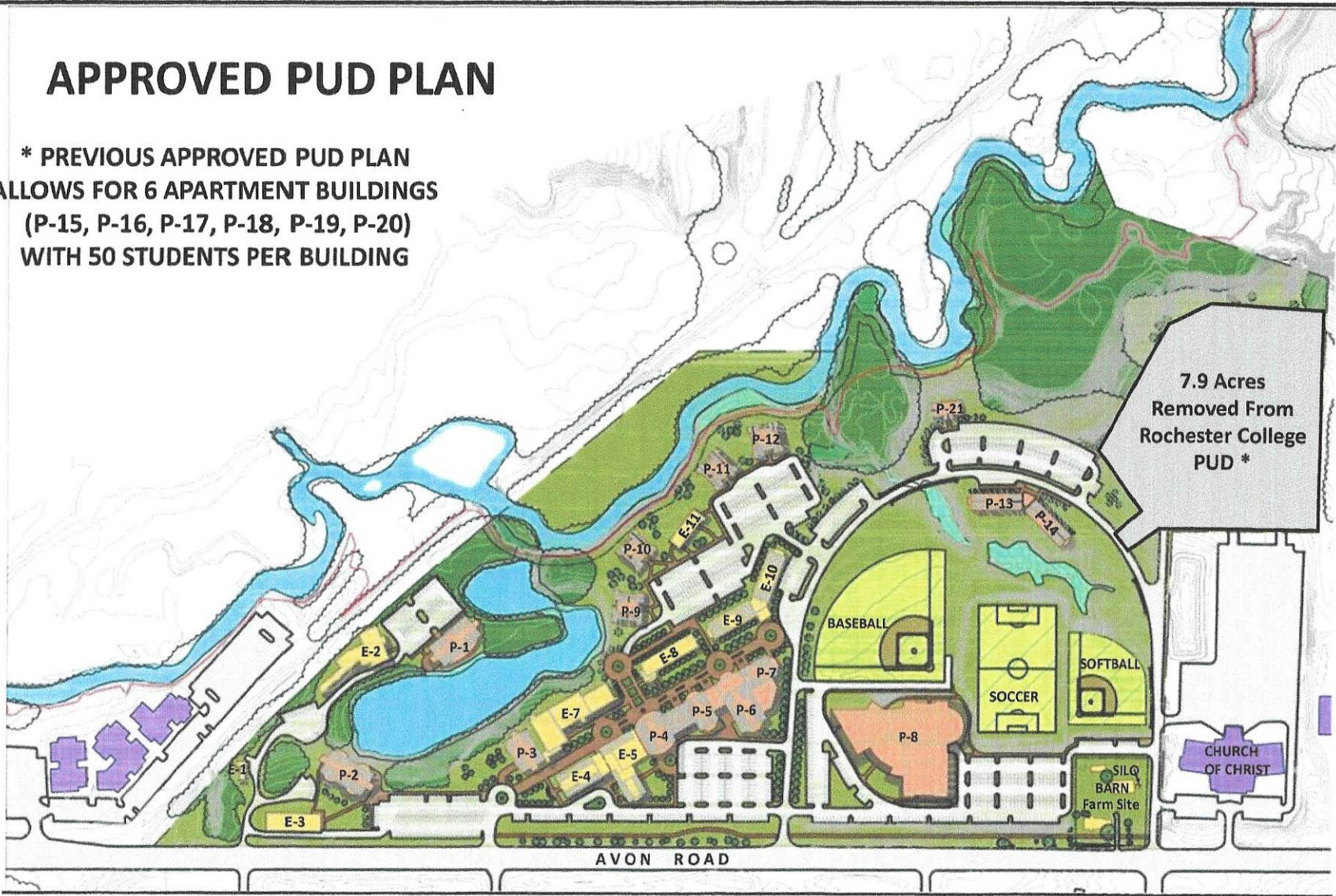
EXHIBIT C

Master Plan

See Attached.

APPROVED PUD PLAN

* PREVIOUS APPROVED PUD PLAN
ALLOWS FOR 6 APARTMENT BUILDINGS
(P-15, P-16, P-17, P-18, P-19, P-20)
WITH 50 STUDENTS PER BUILDING



ROCHESTER COLLEGE MASTER PLAN



EXHIBIT E

Rochester College Master Plan

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
P21. Proposed Housing (4 beds) @ 1 space per 2 beds	2
Total Parking Required	910
Total Parking Provided	1208