



## CITY COUNCIL AGENDA ITEM

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Date: August 1, 2013

To: Brian Kischnick, City Manager

From: Mark F. Miller, Director of Economic & Community Development  
R. Brent Savidant, Planning Director

Subject: TERMINATION OF PLANNED UNIT DEVELOPMENT (PUD) AGREEMENT, TROY PLAZA PUD – West side of Crooks, North side of New King (5500 New King), Section 8, Presently Zoned OM (Office Mixed Use) and CB (Community Business) Districts

On October 8, 2012, City Council conditionally rezoned the subject property from PUD (Planned Unit Development) to OM (Office Mixed Use) and CB (Community Business) districts. The resolution which rezoned the property also rescinded and abandoned the Planned Unit Development and related plans and documents.

The title company has requested the recording of a formal document rescinding the Planned Unit Development, which would be filed with the Oakland County Register of Deeds and would provide clarity as to the status of the property. The developer's attorney has prepared the attached Termination of Troy Plaza Planned Unit Development Agreement, and has requested that City Council formally acknowledge receipt of this document. The October 8, 2012 City Council resolution approving the Conditional Rezoning Agreement and rescinding the Troy Plaza Planned Unit Development and related plans and agreements is attached to the Termination, and will also be recorded with the Oakland County Register of Deeds.

City Administration recommends approval of the proposed resolution.

\_\_\_\_\_  
City Attorney's Review as to Form and Legality

\_\_\_\_\_  
Date

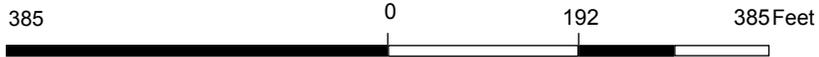
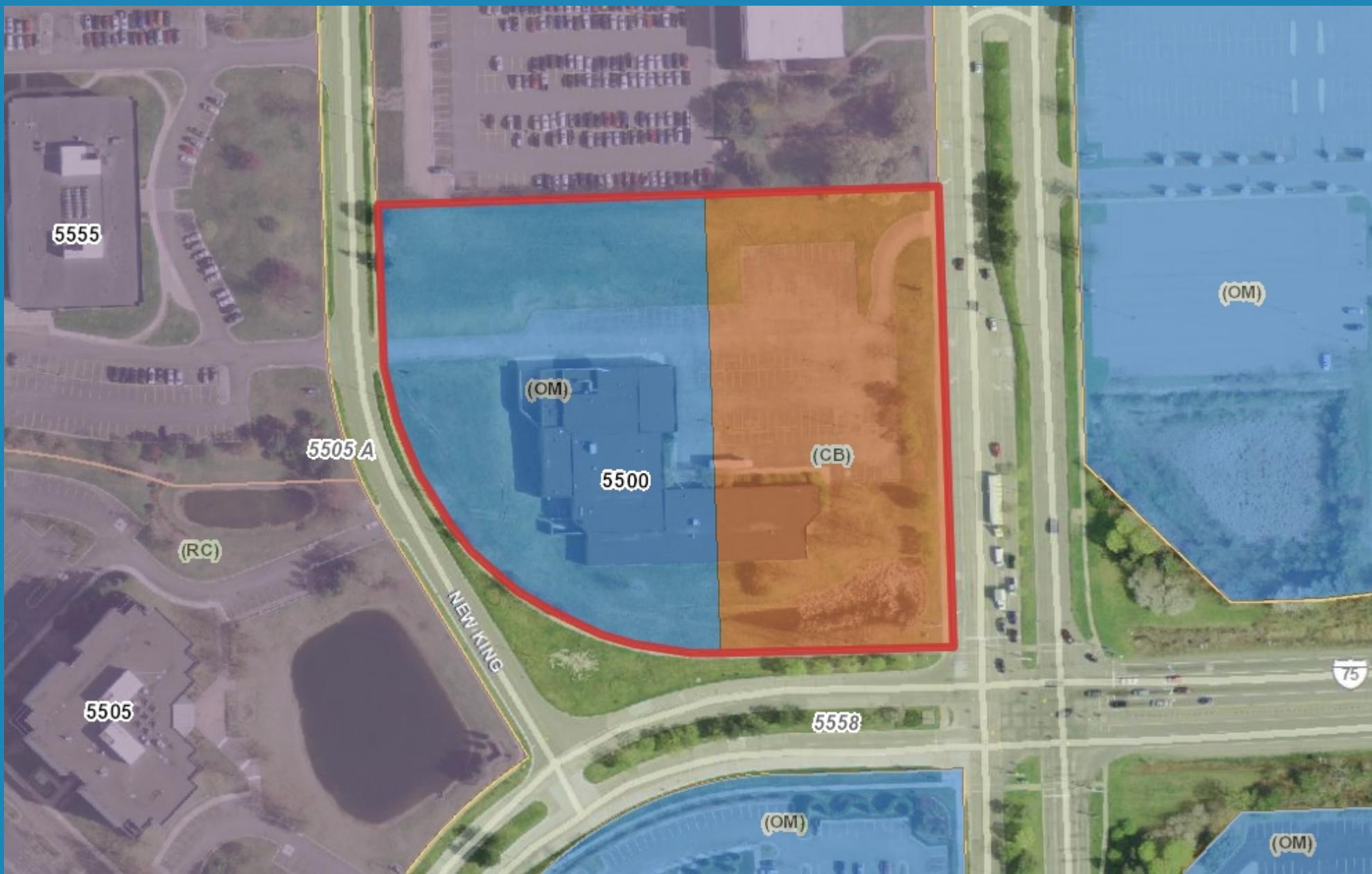
Attachments:

1. Maps
2. Termination of Troy Plaza Planned Unit Development Agreement
3. City Council Resolution #2012-10-188
4. Planned Unit Development Agreement (rescinded October 8, 2012)





Note: The information provided by this application has been compiled from recorded deeds, plats, tax maps, surveys, and other public records and data. It is not a legally recorded map survey. Users of this data are hereby notified that the source information represented should be consulted for verification.



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**TERMINATION OF  
TROY PLAZA PLANNED UNIT DEVELOPMENT AGREEMENT**

**KNOW ALL MEN BY THESE PRESENTS, THAT THE DEVELOPMENT AGREEMENT FOR "TROY PLAZA" PLANNED UNIT DEVELOPMENT, HERETOFORE EXECUTED ON THE 25<sup>TH</sup> DAY OF AUGUST, 2008, BETWEEN**

Tinelle Properties, LLC, a Michigan Limited Liability Company, "Developer", whose address is: 29850 Northwestern Highway, Suite 200, Southfield, MI 48034, and the City of Troy, a Michigan Municipal Corporation, "City", whose address is: 500 W. Big Beaver Road, Troy, Michigan 48084, and

Recorded in the Register of Deeds Office for the County of Oakland, State of Michigan, in Liber 40611, Page 50, on September 23, 2008,

**COVERING LAND SITUATED IN THE CITY OF TROY, COUNTY OF OAKLAND, STATE OF MICHIGAN AND DESCRIBED AS FOLLOWS:**

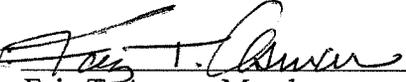
A parcel of land located in the northeast 1/4 of section 8, T-2-N, R-11-E, City of Troy, Oakland County, Michigan, described as: beginning at a point N.02° 30' 26" W., 224.14' feet along the section line in Crooks Road and S. 87° 29' 34" W., 90.00 feet to the west right of way line, from the east 1/4 corner of said section 8; thence S. 87° 29' 34" W., 248.90 feet; thence 554.06 feet along the arc of a curve to the right (chord bearing N. 47° 30' 51" W., 498.81 feet, radius 352.68 feet,) thence N. 02° 30' 26" W., 137.51 feet; thence N. 87° 29' 34" E., 601.65 feet; thence S. 02° 30' 26" E., 490.18 feet along the west right of way line of said Crooks Road (150' feet wide) to the point of beginning and containing 268.226 square feet or 6.16 acres.

Tax ID: Part of 20-08-276-002  
Commonly known as: 5500 New Kin

**IS HEREBY TERMINATED AS SET OUT IN TROY CITY COUNCIL RESOLUTION DATED OCTOBER 8, 2012 AND AUGUST 12, 2013 ATTACHED HERETO AS EXHIBIT A AND EXHIBIT B.**

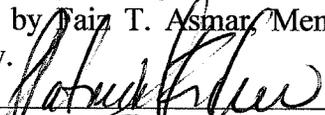
DATED THIS 29 DAY OF July, 2013

“Developer”  
Tinelle Properties, LLC  
a Michigan Limited Liability Company

By:   
Faiz T. Asmar, Member

STATE OF MICHIGAN     )  
  ) SS  
COUNTY OF OAKLAND    )

The foregoing termination of troy plaza planned unit development agreement was acknowledged before me this 29 DAY OF July, 2013 by Faiz T. Asmar, Member of Tinelle Properties, LLC, a Michigan Limited Liability Company.

  
NOTARY PUBLIC

Patrick J. Fisher  
Notary Public, State of Michigan  
County of Oakland  
My Commission Exp. April 21, 2018  
Acting in the County of \_\_\_\_\_

“City”  
  
CITY OF TROY,  
a Michigan Municipal Corporation

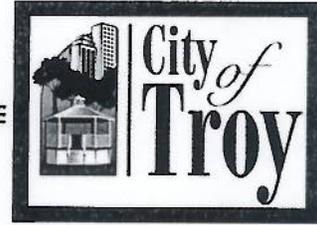
By: \_\_\_\_\_  
Its: \_\_\_\_\_  
  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF MICHIGAN     )  
  ) SS  
COUNTY OF OAKLAND    )

The foregoing Termination of Troy Plaza Planned Unit Development Agreement was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2013 by \_\_\_\_\_ and \_\_\_\_\_ of the City of Troy, a Michigan municipal Corporation, on behalf of the Corporation.

\_\_\_\_\_  
NOTARY PUBLIC

When recorded return to:  
City of Troy Clerk  
500 W. Big Beaver Road  
Troy, MI 48084  
248-524-3388



**CITY OF TROY  
OAKLAND COUNTY, MICHIGAN  
RESOLUTION**

At a Regular meeting of the Troy City Council held on Monday, October 8, 2012, the following Resolution was passed:

**E-1 Public Hearing - Conditional Rezoning Application (File Number CR 006) – Proposed Troy Plaza Development, West Side of Crooks, North Side of New King (5550 New King), Section 8, From PUD (Planned Unit Development) to OM (Office Mixed Use) and CB (Community Business) Districts**

The Mayor **OPENED** the Public Hearing. The Mayor **CLOSED** the Public Hearing after hearing public comment from Tom Gergich.

Resolution #2012-10-188  
Moved by Fleming  
Seconded by McGinnis

WHEREAS, The City is in receipt of a proposed rezoning request from PUD (Planned Unit Development) to OM (Office Mixed Use) and CB (Community Business) Districts; and

WHEREAS, The applicant voluntarily offered a number of conditions, as described in the Conditional Rezoning Agreement and related attachments, as per Section 16.04 of the City of Troy Zoning Ordinance; and

WHEREAS, The subject property, located on the west side of Crooks, north side of New King (5500 New King), parcel 88-20-08-276-002, being approximately 6 acres in size, is described and illustrated on the attached legal description drawing; and

WHEREAS, The conditional rezoning was recommended for approval by the Planning Commission; and

WHEREAS, The proposed rezoning is supported by the Master Plan and advances the general and specific development policies of the Master Plan; and

WHEREAS, The proposed rezoning would be consistent and non-disruptive to the surrounding land use pattern; and

WHEREAS, The proposed rezoning will facilitate redevelopment of the site.

THEREFORE BE IT RESOLVED, City Council hereby **RESCINDS** and **ABANDONS** the Troy Plaza Planned Unit Development and related plans and agreements.

BE IT FURTHER RESOLVED, City Council hereby **APPROVES** the PUD to OM and CB Rezoning, including the Conditional Rezoning Agreement and related attachments.

BE IT FURTHER RESOLVED, City Council hereby **APPROVES** the Preliminary Site Plan and **GRANTS** Special Use Approval for the two proposed drive-throughs.

BE IT FURTHER RESOLVED, City Council **AUTHORIZES** the Mayor and City Clerk to sign the Conditional Rezoning Agreement on behalf of the City of Troy.

BE IT FINALLY RESOLVED, The City of Troy Zoning District Map is hereby **AMENDED**.

Yes: All-7  
No: None

**MOTION CARRIED**

I, M. Aileen Bittner, duly appointed City Clerk of the City of Troy; do hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the Troy City Council at a Regular Meeting duly called and held on Monday, the Eighth day of October, 2012.

  
M. Aileen Bittner, CMC  
City Clerk

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Yes: All-7  
No: None

**MOTION CARRIED**

STATE OF MICHIGAN  
COUNTY OF OAKLAND  
CITY OF TROY

CONDITIONAL REZONING AGREEMENT

This Development Agreement ("Agreement"), dated October 8, 2012 is entered into by and between Tinelle Properties, LLC, a Michigan Limited Liability Company, whose address is 29850 Northwestern Hwy., Suite 200, Southfield, MI 48034 ("Developer"), and the City of Troy, a Michigan municipal corporation, having its principal offices at 500 W. Big Beaver Road, Troy, Michigan 48084 ("City").

RECITALS:

A. Developer is the owner of certain real property located in the City of Troy, Oakland County, Michigan, containing approximately 6.157 acres, as more particularly described on Exhibit A attached hereto (the "Property").

B. Developer has applied for Conditional Rezoning pursuant to Troy's Zoning Ordinance, Chapter 39, Section 16.04 from Planned Unit Development ("PUD") district to one section, designated as Phase I in the attached Exhibit B, as a Community Business ("CB") district and one section, designated Phase II in the attached Exhibit B, as a Office Mixed Use ("OM"),. (See attached Exhibit B for details of split.) That Ordinance requires that an applicant for conditional rezoning prepare a Conditional Rezoning Agreement ("Agreement") which requires that specific provisions be included in the Agreement.

C. As part of approval of this Agreement, which will result in a rezoning of the Property from PUD district to an CB and a OM district, Developer has offered and agrees to make the improvements, proceed with the project and comply with any document submission dates and/or project completion dates, as described in this Agreement and any incorporated documents. Any conditions, representations or promises included in the Agreement have been voluntarily offered by the Developer to induce the City to rezone the land to the proposed classifications. The Developer and the City agree that the rezoning and the terms of this Agreement provides for: (i) the promotion of the public health, safety and welfare; (ii) compatibility with the Master Plan; (iii) compliance with all terms and conditions of the zoning district to which the land is to

be rezoned, except as otherwise allowed in the Agreement; (iv) the accommodation of service and facility loads for public services and facilities affected by the proposed development; (v) compatibility with adjacent uses of land; and (vi) other legitimate objectives authorized under the Michigan Municipal Planning Act, MCL 125.3101, et. seq. and Chapter 39, Section 16.04 of the City of Troy Zoning Ordinance. The burden of the conditions on the Developer is roughly proportionate to the burdens being created by the development, and to the benefit which will accrue to Property as a result of the requirements represented in the project and/or development.

D. For the purpose of confirming the rights, obligations and restrictions in connection with the improvements and development to be undertaken on the Property, the parties have entered into this Agreement. The rezoning of the Property to CB and OM district shall become effective as set out in Section 3.1 of this Agreement. Once this Agreement is approved by the Troy City Council, it shall be binding upon the City, the Developer, the owner, the owner of units within the Development, any owners associations, and their agents, successors and assigns. The City's Zoning District Map shall be updated to reflect the amendment to the Zoning Ordinance and the District Map within a reasonable period of time after the effective date of the rezoning.

NOW, THEREFORE, the Developer and the City, for the good and valuable consideration outlined in this Agreement, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

## ARTICLE I

### GENERAL TERMS

1.1 This Agreement, including all incorporated documents, shall run with the land. The land is the Property described in the attached Exhibit A. Reference to "Developer" in this Agreement, and/or any incorporated documents, shall include the owner of the Property, Developer's agents, successors and assigns. It is the intent of Developer and the City to put all future owners of the Property, all future leaseholders and/or all parties in interest on notice of the rights, obligations and restrictions contained herein by recording this Agreement, including the site plan(s), if any, and any incorporated documents with the Oakland County Register of Deeds. If the project or development plan includes any type of condominium element, any termination of any condominium community or association shall not nullify or void this Agreement. As part of this Agreement and pursuant to State statute, if a Master Deed is not controlling for all or any portion of a condominium project, the terms and conditions of this Agreement shall be considered "Deed Restrictions" for any successors or assigns of the Property.

1.2 The Property shall be developed and improved in accordance with the following which shall be referred to herein as the "Conditional Rezoning Agreement Documents":

- A. Chapter 39, Section 16.04 of the City's Zoning Ordinance, and amendments, if any.
- B. This Conditional Rezoning Agreement.
- C. Chapter 39, Section 4.13, which set out the requirements for development in a CB district classification, and Chapter 39, Section 4.17 which sets out the requirements for development in a OM district classification, unless those requirements are amended by the Conditional Rezoning Agreement.
- D. Any other documents that are incorporated into this Agreement as Exhibit C.
- E. The site plan, as approved by the Planning Commission, attached as Exhibit D, is incorporated herein by reference.

1.3 The Ordinance amendment granting the conditional rezoning reclassifies the zoning of the Property to CB and OM districts and constitutes the land use authorization for the Property, and all use improvement of the Property shall be in substantial conformity with the provisions of the Zoning Ordinance applicable to the zoning district and this Agreement.

## ARTICLE II

### CONDITIONS FOR REZONING

2.1 In consideration for the City's rezoning of the Property from its current classification of PUD district to a future classifications of CB and OM districts, the Developer agrees to be bound by the following conditions:

- A. The development of the first two buildings of Phase I, (CB district), within six (6) months of obtaining building permits; including the parking, drive-aisles and building pad for corner building.
- B. The Future Restaurant Building Pad of Phase I will not be marketed to a bank, a chain drug store or any other vehicular intensive use; but will be considered for all uses permitted in a CB district.

- C. The details of the Future Restaurant Building Pad of Phase I shall be subject to planning approval and be modified by administrative approval with-in their jurisdiction;
- D. The OM parcel (designated as Phase II) will be limited to and developed as either an office building or a hotel as presented in the approval package;
- E. Prior to the development of Phase II, Developer shall provide the City with a traffic and parking study analysis.
- F. The 25'0" high standard light poles will be turned off and/or reduced after 11:00 p.m. until sunrise. As to Phase I, no additional lighting is proposed to be building mounted to illuminate the site.

2.2 Developer represents and confirms that the Property shall not be used or developed in a manner that is inconsistent with conditions placed on rezoning as set out in this Agreement.

2.3 Developer shall be subject to the expiration provisions of Section 16.04. E. of the Zoning Ordinance and Section 5.2 of this Agreement.

### ARTICLE III

#### REZONING

3.1 Directly after approval of this Agreement, City Council shall pass a Resolution rezoning the Property from PUD district zoning classification to an CB and a OM district classifications. That Resolution shall also state that the Zoning Map shall be amended to reflect a new zoning classification. The Planning Director shall take necessary action to amend the Zoning Map to the new classification along with a relevant designation that will provide reasonable notice of the Conditional Rezoning Agreement. The Conditional Rezoning Approval and the amendment to Zoning Map shall not become effective until the Conditional Rezoning Agreement is recorded with the Oakland County Register of Deeds and a certified copy of the Agreement is filed with the City Clerk.

## ARTICLE IV

### DEVELOPER'S RIGHTS, OBLIGATIONS AND PROPERTY RESTRICTIONS

4.1 Developer shall have the right to develop the Property in accordance with the Conditional Rezoning Agreement Documents and shall receive Preliminary and Final approval in accordance with the City's Zoning Ordinance and this Agreement. If development and/or actions are undertaken on or with respect to the Property in violation of the Conditional Rezoning Agreement, such development and/or actions shall constitute a violation of the City of Troy Code of Ordinances and deemed a nuisance per se. In such cases the City may issue a stop work order relative to the property and seek any other lawful remedies. Until curative action is taken to bring the Property into compliance with the Conditional Rezoning Agreement, the City may withhold, or, following notice and an opportunity to be heard revoke permits and certificates, in addition to or in lieu of such other lawful action to achieve compliance.

4.2 All development, use, and improvement of the Property shall be subject to and in accordance with this Agreement, the Conditional Rezoning Agreement Documents, all applicable City Ordinances, and shall also be subject to and in accordance with all other approvals and permits required under applicable City Ordinances and State law.

4.3 Developer shall comply with the City Code of Ordinances, make any necessary application for permits and obtain any necessary permits for the development of the property including signage.

## ARTICLE V

### THE CITY'S RIGHTS AND OBLIGATIONS

5.1 The action of the City in entering into this Conditional Rezoning Agreement is based upon the understanding that the intent and spirit of the police power objectives of the City relative to the Property are embodied in the Conditional Rezoning Agreement Documents and those powers are assured based upon the development and/or undertakings on the Property. The City is thus achieving its police power objective and has not, by this Agreement, bargained away or otherwise compromised any of its police power objectives.

5.2 Conditional Rezoning Approval shall expire following a period of two (2) years from the effective date of the rezoning as set out above unless progress has been diligently pursued and substantial completion has occurred in accordance with permits issued by the City. The City shall have the sole discretion to determine if progress has been diligently pursued by the Developer of the Property. The City, through its employees and agents, shall at all times be allowed to enter onto the Property to determine if the progress of the development.

5.3 The City may initiate legal action for the enforcement of any of the provisions, requirements, and obligations set forth in the Conditional Rezoning Agreement. In the event the City obtains any relief as a result of such litigation, Developer shall pay all court costs and attorney fees incurred by the City in connection with such suit;

5.4 If the Developer is developing the Property in non-compliance with the Conditional Rezoning Agreement, the City may issue a stop work order as to any or all aspects of the Development, may deny the issuance of any requested building permit or certificate of occupancy within any part or all of the Development regardless of whether the Developer is the named applicant for such permit or certificate of occupancy, and may suspend further inspections of any or all aspects of the Development.

5.5 To the extent the Conditional Rezoning Agreement Documents deviate from the City of Troy Development Standards, Zoning Ordinance or other City ordinances, or any amendments thereto, the Conditional Rezoning Agreement Documents shall control. All improvements constructed in accordance with the Conditional Rezoning Agreement Documents shall be deemed to be conforming under the Zoning Ordinance and in compliance with all ordinances of the City.

## ARTICLE VI

### MISCELLANEOUS PROVISIONS

6.1 This Agreement may not be modified, replaced, amended or terminated except as provided for in this Agreement.

6.2 This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

6.3 If there is a conflict between the terms of any of the Conditional Rezoning Agreement Documents, such documents shall control in the following order: (a) Chapter 39, Section 16.04 of the City's Zoning Ordinance, and amendments, if any (b) this Agreement and any Conditional Rezoning Agreement Documents. Where there is a question with regard to applicable regulations for a particular aspect of the Development, or with regard to clarification, interpretation, or definition of terms or regulations, and there are no apparent express provisions of the Conditional Rezoning Agreement Documents which apply, the City in the reasonable exercise of its discretion, shall determine the regulations of the City's Zoning Ordinance, as that Ordinance may have been amended, or other Ordinances which shall be applicable provided such

through its employees and agents, shall at all times be allowed to enter onto the Property to determine if the progress of the development.

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determination is not inconsistent with the nature and intent of the Conditional Rezoning Agreement Documents.

6.4 After consulting with their respective attorneys, Developer and City confirm that this Agreement is authorized by and consistent with all applicable state and federal law and the United States and Michigan Constitutions, that the terms of this Agreement are reasonable, that they shall be estopped from taking a contrary position in the future, and that each shall be entitled to injunctive relief to prohibit any actions by the other inconsistent with the terms of this Agreement. Developer and the City fully accept and agree to the final terms, conditions, requirements and obligations of the Agreement and all Conditional Rezoning Agreement Documents, and shall not be permitted in the future to claim that the effect of the Agreement and the Conditional Rezoning Agreement Documents result in an unreasonable limitation upon uses of all or a portion of the Property, or claim that enforcement of any of the Agreement and the Conditional Rezoning Agreement Documents causes an inverse condemnation or taking of all or a portion of the Property. Furthermore, it is agreed that the improvements and undertakings set forth in the Agreement and the Conditional Rezoning Agreement Documents are roughly proportional to the burden being created by the development, and to the benefit which will accrue to the Property as a result of the requirements represented by the development.

6.5 This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one agreement. The signature of any party to any counterpart shall be deemed to be a signature to, and may be appended to, any other counterpart.

6.6 This Agreement shall be binding on, and shall inure to the benefit of the parties and their respective successors and assigns.

6.7 Developer acknowledges that if Troy City Council does not pass a resolution authorizing the rezoning of the property and/or approving the Conditional Rezoning Agreement, then the Troy Planning Commission's approval of the site plan and/or special use or conditional rezoning becomes null and void.

THIS AGREEMENT was executed by the respective parties on the date specified with the notarization of their name.

"Developer"  
Tinelle Properties, LLC

By:

  
Amer Asmar

Its: Managing Member



PREPARED BY:

Ira S. Auslander\_  
26261 Evergreen  
Suite 130  
Southfield, Michigan, 48076

WHEN RECORDED RETURN TO:

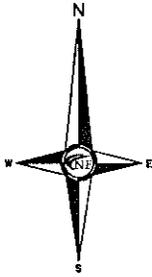
City Clerk  
City of Troy  
500 W. Big Beaver Road  
Troy, Michigan 48084

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

# Exhibit A

PARENT PARCEL



N.E. CORNER  
SECTION 8  
T.2N., R.11E.  
CITY OF TROY  
OAKLAND COUNTY, MI

N87°29'34"E 601.65'

N02°30'26"W 137.51'

## Parent Parcel

TAX ID NO.  
20-08-276-002  
(5500 NEW KING STREET)

EAST LINE SECTION 8

S02°30'26"E 490.18'

Crooks Road (150' wide)

N02°30'26"W 2661.22'

New King St.  
(70' wide)

P.O.B.

S87°29'34"W 248.90'

S87°29'34"W  
90.00'

Corporate Drive  
(120' R.O.W.)

N02°30'26"W  
225.27' (R&M)

EAST 1/4 CORNER  
SECTION 8  
T.2N., R.11E.  
CITY OF TROY  
OAKLAND COUNTY, MI

$\Delta = 90^{\circ}00'40''$   
 $R = 352.68'$   
 $T = 352.75'$   
 $L = 554.06'$   
CHD. BRG =  
N 47°30'51"W  
C = 498.81'

### LEGAL DESCRIPTION - PARENT PARCEL

A PARCEL OF LAND LOCATED IN THE NORTHEAST 1/4 OF SECTION 8, TOWN 2 NORTH, RANGE 11 EAST, CITY OF TROY, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: BEGINNING AT A POINT DISTANT N.02°30'26"W., 225.27' FEET ALONG THE EAST LINE OF SECTION 8 AND S.87°29'34"W., 90.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF CROOKS ROAD (150' WIDE) FROM THE EAST 1/4 CORNER OF SAID SECTION 8; THENCE S.87°29'34"W., 248.90 FEET; THENCE 554.06 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 352.68 FEET, CHORD BEARING N.47°30'51"W., 498.81 FEET; THENCE N.02°30'26"W., 137.51 FEET; THENCE N.87°29'34"E., 601.65 FEET; THENCE S.02°30'26"E., 490.18 FEET ALONG THE WEST RIGHT-OF-WAY LINE OF SAID CROOKS ROAD TO THE POINT OF BEGINNING.  
CONTAINING 268,226.44 SQUARE FEET OR 6.157 ACRES.  
TAX ID NO. 20-08-276-002 (5500 NEW KING STREET)

NOWAK & FRAUS ENGINEERS  
46777 WOODWARD AVE.  
PONTIAC, MI 48342-5032  
TEL. (248) 332-7931  
FAX. (248) 332-8257

PREPARED FOR:  
TINELLE  
PROPERTIES, LLC

SCALE  
1" = 100'

REVISED  
10-01-12

DRAWN  
MRC

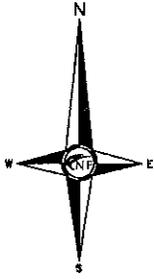
JOB NO.  
C380-02

SHEET  
1 of 3

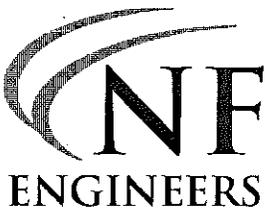
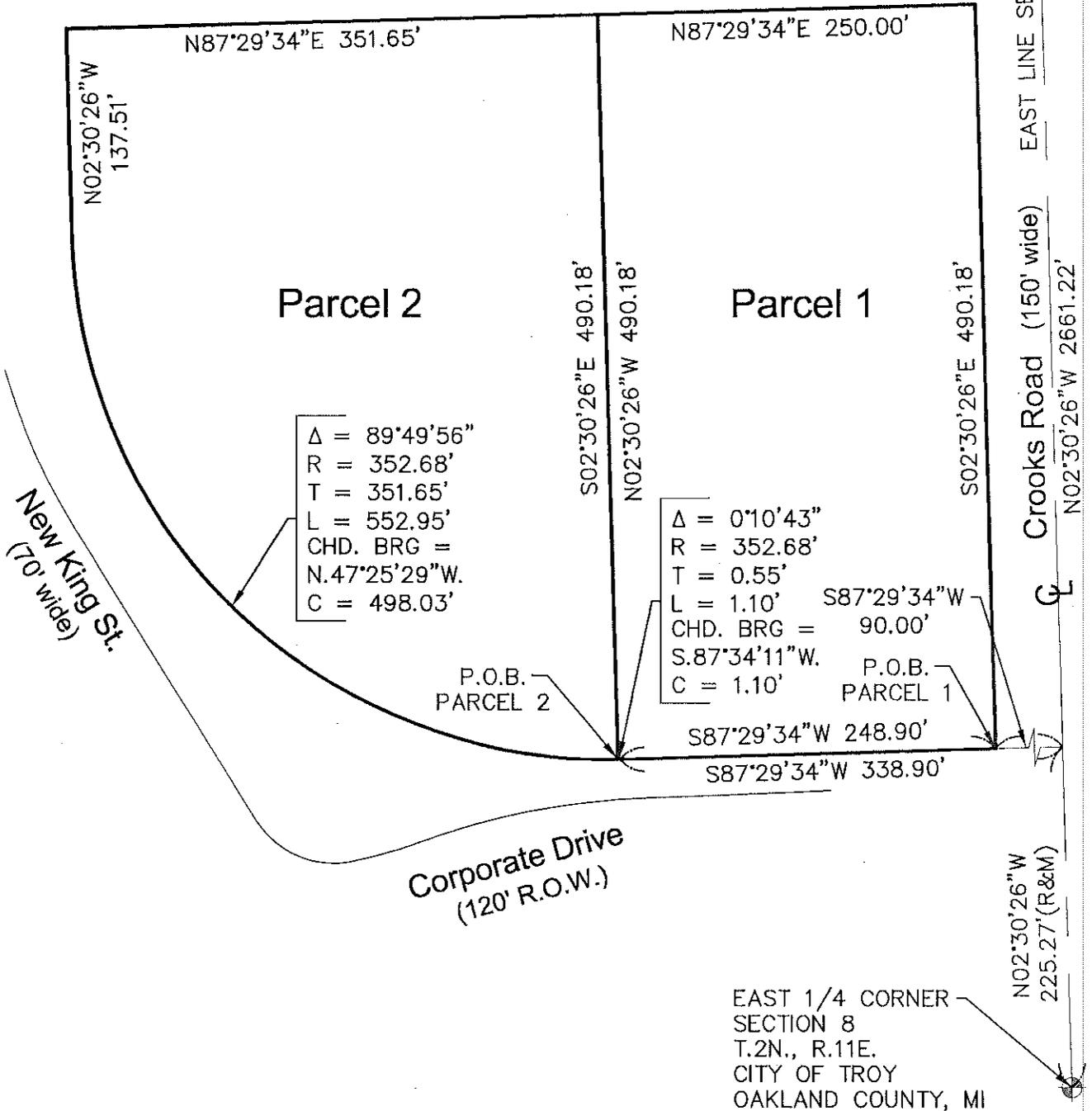


# Exhibit A

## PROPERTY SKETCH – PARCELS 1 AND 2



N.E. CORNER  
SECTION 8  
T.2N., R.11E.  
CITY OF TROY  
OAKLAND COUNTY, MI



**NOWAK & FRAUS ENGINEERS**  
 46777 WOODWARD AVE.  
 PONTIAC, MI 48342-5032  
 TEL (248) 332-7931  
 FAX (248) 332-8257

PREPARED FOR:  
 TINELLE  
 PROPERTIES, LLC

SCALE  
 1" = 100'

REVISED  
 10-01-12

DRAWN  
 MRC

JOB NO.  
 C380-02

SHEET  
 3 of 3

# Exhibit A

## LEGAL DESCRIPTION – PARCELS 1 AND 2

### LEGAL DESCRIPTION - PARCEL 1

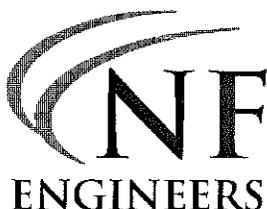
A PARCEL OF LAND LOCATED IN THE NORTHEAST 1/4 OF SECTION 8, TOWN 2 NORTH, RANGE 11 EAST, CITY OF TROY, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: BEGINNING AT A POINT DISTANT N.02°30'26"W., 225.27' FEET ALONG THE EAST LINE OF SECTION 8 AND S.87°29'34"W., 90.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF CROOKS ROAD (150' WIDE) FROM THE EAST 1/4 CORNER OF SAID SECTION 8; THENCE S.87°29'34"W., 248.90 FEET; THENCE 1.10 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 352.68 FEET, CHORD BEARING S.87°34'11"W., 1.10 FEET; THENCE N.02°30'26"W., 490.18 FEET; THENCE N.87°29'34"E., 250.00 FEET; THENCE S.02°30'26"E., 490.18 FEET ALONG THE WEST RIGHT-OF-WAY LINE OF SAID CROOKS ROAD TO THE POINT OF BEGINNING.

CONTAINING 122,545.00 SQUARE FEET OR 2.813 ACRES.

### LEGAL DESCRIPTION - PARCEL 2

A PARCEL OF LAND LOCATED IN THE NORTHEAST 1/4 OF SECTION 8, TOWN 2 NORTH, RANGE 11 EAST, CITY OF TROY, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 8; THENCE N.02°30'26"W., 225.27' FEET ALONG THE EAST LINE OF SECTION 8; THENCE S.87°29'34"W., 338.90 FEET; THENCE 1.10 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 352.68 FEET, CHORD BEARING S.87°34'11"W.; 1.10 FEET TO THE POINT OF BEGINNING; THENCE 552.95 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 352.68 FEET, CHORD BEARING N.47°25'29"W., 498.03 FEET; THENCE N.02°30'26"W., 137.51 FEET; THENCE N.87°29'34"E., 351.65 FEET; THENCE S.02°30'26"E., 490.18 FEET TO THE POINT OF BEGINNING.

CONTAINING 145,681.45 SQUARE FEET OR 3.344 ACRES.



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PREPARED FOR:  
TINELLE  
PROPERTIES, LLC

REVISED  
10-01-12

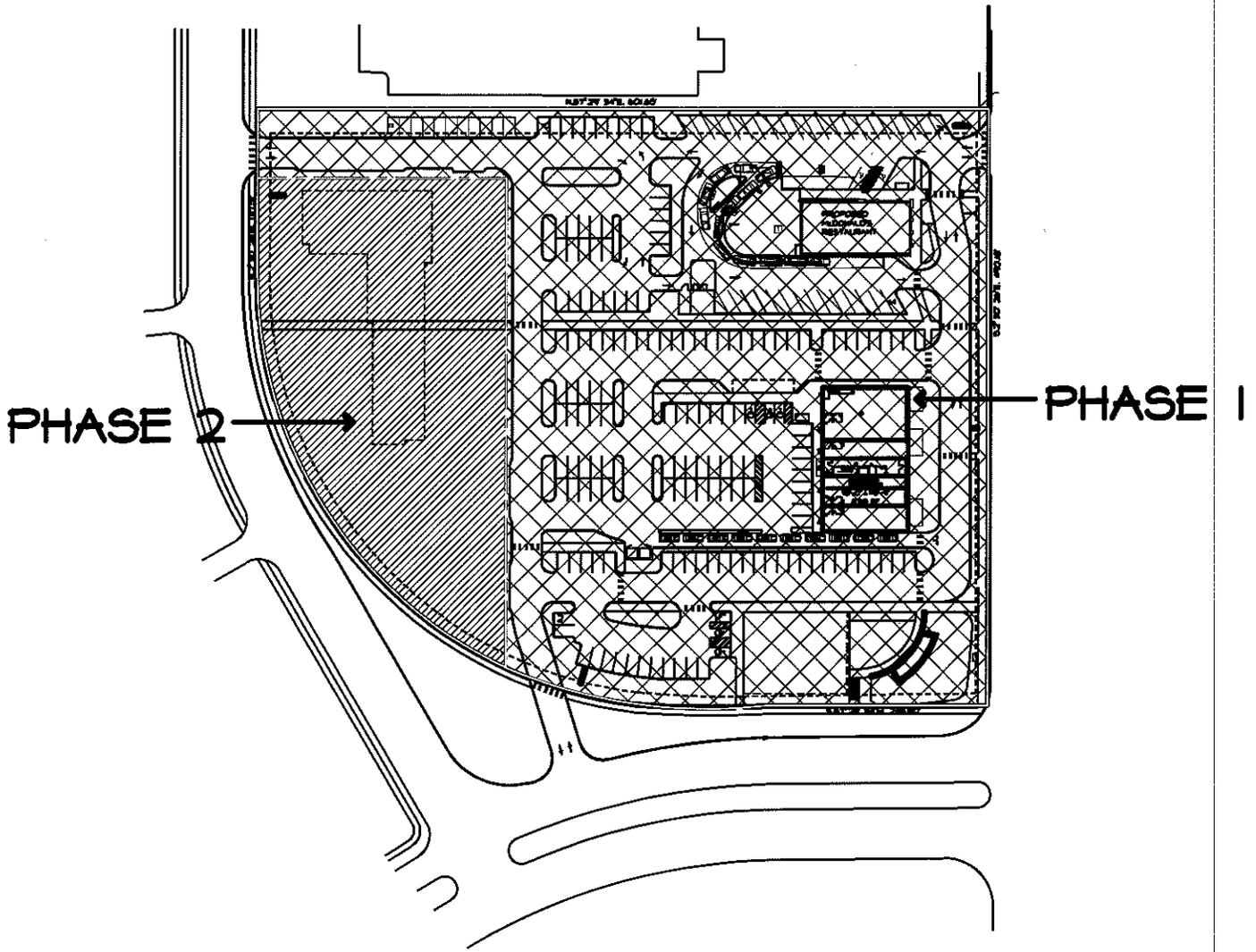
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MRC

JOB NO.  
C380-02

SHEET  
2 of 3

EXHIBIT B

DESIGNATIONS OF PHASE I and PHASE II



**TROY PLAZA PHASING PLAN**  
NO SCALE

EXHIBIT C

ALL CONDITIONS AS REQUIRED BY CHAPTER 39, SECTION 16.04 OF THE  
ZONING ORDINANCE AND THE CITY OF TROY

- A. The development of the first two buildings of Phase I, (CB district), within six (6) months of obtaining building permits; including the parking, drive-aisles and building pad for corner building.
- B. The Future Restaurant Building Pad of Phase I will not be marketed to a bank, a chain drug store or any other vehicular intensive use; but will be considered for all uses permitted in a CB district.
- C. The details of the Future Restaurant Building Pad of Phase I shall be subject to Planning Department approval and be modified by administrative approval with-in their jurisdiction;
- D. The OM parcel (designated as Phase II) will be limited to and developed as either an office building or a hotel as presented in the approval package;
- E. Prior to the development of Phase II, Developer shall provide the City with a traffic and parking study analysis.
- F. The 25'0" high standard light poles will be turned off and/or reduced after 11:00 p.m. until sunrise. As to phase I, no additional lighting is proposed to be building mounted to illuminate the site.

EXHIBIT D

SITE PLAN APPROVED BY CITY OF TROY PLANNING COMMISSION