

CONDITIONAL REZONING AGREEMENT

This Conditional Rezoning Agreement ("Agreement") is made and entered into this _____ day of _____, 2026, by and between the CITY OF GROSSE POINTE WOODS ("City"), a Michigan municipal corporation, with its office located at 20025 Mack Plaza, Grosse Pointe Woods MI 48236, and MACK & OXFORD, LLC ("Owner"), 20259 Mack Ave., Suite 2, Grosse Pointe Woods, MI 48236, BUCCELLATO DEVELOPMENT ("Co-Applicant" or "Buccellato"), a _____ company whose address is 20259 Mack Ave, Suite 2 Grosse Pointe Woods, MI 48236 and Oxford, LLC ("Co-Applicant" or "Oxford"), a _____ company whose address is 20259 Mack Ave., Suite 2, Grosse Pointe Woods, MI 48236.

RECITALS

A. Mack & Oxford, LLC has purchased the real property located at 20160 Mack Ave, Grosse Pointe Woods, MI 48236, Michigan, parcel number 009-01-0001-000, as more fully described below (the "Property").

LEGAL DESCRIPTION

Land situated in the City of Grosse Pointe Woods, County of Wayne, State of Michigan, described as follows:

All of Lot 1 and Lot 2, excepting therefrom the East 15.31 feet in Arthur J. Scully's Eastmoreland Park, being a subdivision of part of Private Claim 240, Village of Lochmoor, according to the plat thereof recorded in Liber 63, Page 42 of Plats. Also all that part of P.C. 611, Village of Grosse Pointe Woods, bounded and described as follows: Beginning at a point at the intersection of the East line of Mack Avenue, as widened, and the South line of said P.C. 611, said point being South 71 degrees East a distance of 104.43 feet from the middle line of Mack Avenue; thence along said South line of P.C. 611, South 71 degrees East a distance of 227.28 feet to the Southwest corner of Renmoor Park Subdivision; thence along the West line of said subdivision North 6 degrees, 37 minutes, 22 seconds East a distance of 124.37 feet to the South line of Renaud Road; thence along Renaud Road North 88 degrees, 22 minutes West a distance of 87.05 feet; thence turning to the left on a curve having a radius of 459.14 feet Westerly, 49.95 feet (chord bears South 88 degrees, 31 minutes West a distance of 49.93 feet); thence South 85 degrees, 24 minutes West a distance of 87.48 feet to the East side of Mack Avenue; thence along Mack Avenue South 6 degrees, 37 minutes, 22 seconds West 2 distance of 44.00 feet to the place of beginning.

B. Owner is the proposed developer for the Property and the authorized representative of Buccellato Development and Oxford, LLC with regard to the Property.

C. The Property consists of ____ acres of land with an existing medical office building zoned RO-1, Restricted Office District. Owner proposes to develop the Property by demolishing the existing medical office building and constructing a two-story, mixed-use building. The first floor will be approximately 8,800 sq. ft. for office, retail, food, or personal service establishments. The second floor will have up to seven (7) residential units. In order to facilitate the development of the Property, demolition of the existing medical office building, and development of the Property as a two-story, mixed-use building, Co-Applicants and Owner propose to have the Property rezoned to C. Commercial Business District.

D. The Zoning Ordinance of Grosse Pointe Woods, Section 50-7.14 (C), Conditional Rezoning, and the Michigan Zoning Enabling Act ("MZEA"), being Public Act 110 of 2006, MCL 125.3101 *et seq.*, provide authority for the rezoning of property in the City, and MZEA Section 405, being MCL 125.3405, provides for Owners to offer and authorizes the City to approve certain use and development of land as a condition to a rezoning of the land or an amendment to a zoning map.

E. Section 50-7.14 of the Zoning Ordinance recognizes that there are certain instances where it would be in the best interest of the City, as well as advantageous to the Co-Applicants, that certain conditions could be proposed as part of a request for rezoning.

F. On September 30, 2025, Buccellato submitted a Conditional Rezoning Application for the Property along with a Conditional Rezoning (CR) Plan (attached as **Exhibit A**) seeking to have the Property rezoned from RO-1 to C. The application was accompanied by a voluntary offer in writing setting forth conditions related to the use and/or development of the Property for which the rezoning was requested. The conditions apply to all portions of the Property.

G. Thereafter, on October 30, 2025, Buccellato submitted revised conditions which were also dated September 30, 2025. It is the second submission of voluntary conditions on October 30, 2025 which is the subject of this Agreement.

H. On December 9, 2025, the Planning Commission, after a public hearing held on October 28, 2025, recommended approval of the request for conditional rezoning based upon the conditions voluntarily offered by Co-Applicants in writing, which are set forth in this Agreement and the attached **Exhibit A**.

I. On _____, 2026, the Grosse Pointe Woods City Council, after a public hearing was held, approved the request for Conditional Rezoning based upon the conditions voluntarily offered by Co-Applicants in writing on behalf of which are set forth in this Agreement and the attached **Exhibit A**, and subject to completion of construction within eighteen (18) months after

the building permit is approved, including landscaping. The minutes of the City Council meeting are attached as **Exhibit B**.

J. Pursuant to Section 50-7.14 (C) of the Zoning Ordinance, this Agreement incorporates the CR Plan and sets forth the rezoning conditions, together with any other terms mutually agreed upon by the parties and shall be approved by the Grosse Pointe Woods City Council. This Agreement shall be signed by Co-Applicants, who are the proposed developer(s) and future owner(s) of the Property, and by the City.

NOW, THEREFORE, the Co-Applicants agree:

1. Conditions running with the property. This Agreement covers the Property described herein. The terms and conditions of this Agreement shall be binding upon and inure to the benefit of the Co-Applicants, and the City, and their respective heirs, successors, assigns, and transferees, and shall run with the Property.

2. List of conditions. The conditional rezoning was granted based upon conditions which were voluntarily offered by the Co-Applicants. The conditions and limitations on use of the Property which formed the basis for the City's grant of the conditional rezoning are as follows:

- a. Limitation on type of occupancy – The property shall be limited to one potential “quick service restaurant” with no drive-thru and shall not exceed 3,200 square feet.
- b. Residential Use – Co-applicants and Owner are committed to constructing a second story residential use consisting of up to seven (7) apartment units.
- c. Hours of Operation – The restaurant shall operate approximately between the hours of 6:00 a.m. and 10:00 p.m. Hard liquor sales or service shall not be permitted.
- d. Setbacks – Setbacks shall be shown on Site Plan A-1.
- e. Co-Applicants will provide a Dust Mitigation Plan at time of construction.
- f. Construction Hours per City of Grosse Pointe Woods Ordinance will be followed.
- g. In accordance with Zoning Ordinance Section 50-7.14 (C) (f) and (g), unless extended by the City for good cause, the rezoning with rezoning conditions shall expire following a period of 12 months from the effective date of the rezoning unless a building permit is obtained for the project. Construction and development of the Property pursuant to the required permits issued by the City must commence within such 12-month period and proceed diligently and in good faith. The 12-month period may be extended by the City Council for an additional 6-month period upon application of the Co-Applicant(s) and following a public hearing conducted by the City Council. Construction of the entire project, including all landscaping, must be completed within eighteen (18) months from the date a building permit is approved.

3. Acknowledgments. Co-Applicants acknowledge that they voluntarily offered and consented to the conditions contained in this Agreement in connection with the conditional rezoning and future development and use of the Property, and that such conditions were offered in writing. Co-Applicants agree that the conditions contained herein are fair, reasonable, and equitable requirements and conditions; agree that the terms and conditions herein do not constitute a taking of property for any purpose or a violation of any constitutional right; and agree

to be bound by each and every provision and condition of this Agreement. Furthermore, it is agreed and acknowledged that the terms and conditions of this Agreement are necessary and roughly proportional to the burdens imposed by the conditional rezoning of the Property, and are necessary to ensure that public services and facilities will be capable of accommodating the development and use and the increased service or facility loads caused by the development and use of the Property; to protect the natural environment and conserve natural resources; to ensure compatibility with adjacent uses of land; to promote use of the Property in a socially responsible and economically feasible manner; and to achieve other legitimate objectives authorized by law.

4. Authority to execute. The parties each represent and state that the individuals signing this Agreement are fully authorized to execute this document and bind their respective parties to the terms and conditions contained herein.

5. Obligation to obtain other approvals. Co-Applicants and Owner acknowledge that any use or development approved by the conditional rezoning that may require a special approval land use, a variance, or site plan approval under the terms of the Zoning Ordinance, may only be commenced if such special land use permit, variance, and/or site plan approval is ultimately granted in accordance with the terms of the Zoning Ordinance. Proof of a valid, executed deed conveying ownership to Owner and approval of a site plan shall be required before any improvements to the Property may be undertaken.

6. Amendment. The terms of this Agreement may be amended, changed, or modified only in writing in the same manner as required to obtain the review and approval of a new rezoning with rezoning conditions.

7. Compliance with the CR Agreement. Once commenced and established, development and use of the Property must remain in compliance with the conditions of rezoning and this Agreement. Any failure to comply with a condition contained herein shall constitute a violation of the Grosse Pointe Woods Zoning Ordinance and shall be punishable as provided for therein. Additionally, any such violation shall be deemed a nuisance per se and be subject to abatement as provided by law.

8. City right to rezone. Co-Applicants acknowledge that nothing in this Agreement shall be deemed to prohibit the City from rezoning all or a portion of the Property to another zoning classification.

9. Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with Michigan law.

10. Joint Drafting. No provision of this Agreement shall be construed against or interpreted to the disadvantage of one party against any other party by any court or other governmental authority by reason of any determination or assertion that one party was chiefly or primarily responsible for having drafted this Agreement.

11. Entire Agreement. This Agreement together with any agreements referenced herein, constitutes the entire agreement between the parties with respect to the subject of this Agreement.

12. Conflicts. In the event of conflict between the provisions of this Agreement and the provisions of another applicable ordinance, code, regulation, requirement, standard, or policy, the provisions of this Agreement shall prevail.

13. Severability. The invalidity of any provision of this Agreement shall not affect the validity of the remaining provisions, which shall remain valid and enforceable to the fullest extent permitted by law.

14. Recording. This Agreement shall be binding on the parties and the Property and shall be recorded with the Wayne County Register of Deeds.

15. Counterparts. This Agreement and any amendments to it 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.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year recited above.

PAGE INTENTIONALLY ENDS HERE
SIGNATURES FOLLOW

SIGNATURE PAGE OF CO-APPLICANT BUCCELLATO

BUCCELLATO DEVELOPMENT

By: Justin Buccellato
Its: _____

STATE OF MICHIGAN)
) ss
COUNTY OF WAYNE)

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me this _____ day of
_____, 2026, by _____, as _____ of
Buccellato Development.

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

SIGNATURE PAGE OF CO-APPLICANT OXFORD, LLC

Oxford, LLC

By: Justin Buccellato

Its: _____

STATE OF MICHIGAN)
) ss
COUNTY OF WAYNE)

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me this _____ day of
_____, 2026, by _____, as _____
of Oxford, LLC.

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

SIGNATURE PAGE OF OWNER MACK & OXFORD, LLC

Mack & Oxford, LLC

By: Justin Buccellato
Its: _____

STATE OF MICHIGAN)
) ss
COUNTY OF WAYNE)

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me this _____ day of
_____, 2026, by _____, as _____ of
Mack & Oxford, LLC.

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

SIGNATURE PAGE OF CITY

GROSSE POINTE WOODS

By: Arthur W. Bryant
Its: Mayor

By: Paul Antolin
Its: City Clerk

ACKNOWLEDGEMENT

STATE OF MICHIGAN)
) ss
COUNTY OF WAYNE)

The foregoing Conditional Rezoning Statement of Conditions was acknowledged before me by Arthur W. Bryant, Mayor, and Paul Antolin, City Clerk, on behalf of the City of Grosse Pointe Woods on the _____ day of _____, 2026.

Notary Public
State of Michigan, County of _____
My Commission Expires: _____
Acting in the County of _____

Prepared by:

Debra A. Walling
ROSATI, SCHULTZ, JOPPICH and AMTSBUECHLER
27555 Executive Drive, Ste. 250
Farmington Hills, MI 48331

When recorded, return to:

Paul Antolin
City Clerk
City of Grosse Pointe Woods
20025 Mack Plaza
Grosse Pointe Woods, MI 48236