

**FIRST AMENDMENT TO BREWSTER VILLAGE
PLANNED UNIT DEVELOPMENT AGREEMENT**

This First Amendment of Brewster Village Planned Unit Development Agreement (“Amendment”) is made on this _____ day of _____, 2019, by Robertson Brewster Village, LLC, a Michigan limited liability company, whose address is 6905 Telegraph Road, Suite 200, Bloomfield Hills, Michigan 48301 (“Developer”) and The City of Rochester Hills, a Michigan municipal corporation, the address of which is 1000 Rochester Hills Drive, Rochester Hills, Michigan 48309 (the “City”).

RECITALS

A. Developer and the City entered into that certain Brewster Village Planned Unit Development Agreement dated June 12, 2019 (the “PUD Agreement”).

B. Among other things, the PUD Agreement provides for the development by Developer of approximately 7.3 acres of property located on the west side of Brewster Road north of Walton Road in the City (the “Property”). The Property is more particularly described in the PUD Agreement and on Exhibit A attached hereto and made a part hereof.

C. Developer and the City wish to amend the PUD Agreement to remove from the PUD Agreement the requirement to add a left turn lane in Brewster Road.

D. Capitalized terms used in this First Amendment and not defined shall have the meaning given such terms in the PUD Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, the City and Developer agree that the PUD Agreement, as previously adopted, is amended as follows:

1. Paragraph 9 c) of the PUD Agreement is replaced with the following:

c) In lieu of Developer installing a left turn lane to Brewster Road, the Developer shall, pursuant to the amounts set forth in the DPS Engineering letter attached as Exhibit C, pay the City’s portion of the cost of installing the following:

| | |
|----------|---|
| \$22,300 | Reduced School Speed Zone Flasher Signs |
| \$30,000 | Rapid Flashing Beacons |
| \$5,000 | LED street lighting at the mid-block crossing |
| \$10,000 | Pedestrian ADA compliant ramp upgrade work |
| \$ 2,500 | Special cross-walk markings |
| <hr/> | |
| \$69,800 | Total Payment to City for City's portions of traffic improvements |

The payment due the City under this sub-paragraph, which shall not under any circumstance exceed \$69,800.00, is to be paid by Developer no later than at the time the building permit is issued by the City for the first house to be constructed on the Property.

2. Except as modified by this Amendment, the terms and conditions of the PUD Agreement are hereby ratified and remain in full force and effect. In the event of any conflict between the terms of the PUD Agreement and the terms of this Amendment, the terms of this Amendment shall control.

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ROBERTSON BREWSTER VILLAGE, LLC,
a Michigan limited liability company

BY: ROBERTSON BROTHERS CO.,
a Michigan corporation, Manager

By: _____
James V. Clarke
Its: President

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

On this _____ day of _____, 2019, in Oakland County, Michigan, the foregoing First Amendment to Brewster Village Planned Unit Development Agreement was acknowledged before me by James V. Clarke, the President of Robertson Brothers Co., a Michigan corporation, Manager of Robertson Brewster Village, LLC, a Michigan limited liability company, on behalf of the corporation and company.

Notary Public, State of Michigan, Oakland County
My commission expires: _____
Acting in Oakland County, Michigan

[Signatures Continued on Following Page]

CITY OF ROCHESTER HILLS

By: _____
Bryan K. Barnett

Its: Mayor

By: _____
Tina Barton

Its: Clerk

Date executed: _____, 2011

STATE OF MICHIGAN)
)SS
COUNTY OF OAKLAND)

The foregoing First Amendment to Brewster Village Planned Unit Development Agreement was acknowledged before me by Bryan K. Barnett, the Mayor and Tina Barton , the Clerk of the City of Rochester hills, on the _____ day of _____, 2019.

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

Drafted by and when recorded return to:
C. Kim Shierk
Williams, Williams, Rattner & Plunkett, P.C.
380 North Old Woodward Avenue, Suite 300
Birmingham, Michigan 48009

EXHIBIT A

Legal Description

The land referred to in this Commitment, situated in the County of Oakland, City of Rochester Hills, State of Michigan, is described as follows:

PARCEL 1:

Part of the Southwest 1/4 of Section 8, Town 3 North, Range 11 East, City of Rochester Hills, Oakland County, Michigan, described as follows: Commencing at the South 1/4 line of Section 8, thence North 04 degrees 03 minutes 10 seconds West, along the centerline of Brewster Road and the North 1/4 line, 930.44 feet; thence North 89 degrees 44 minutes 02 seconds West, 43.12 feet to a point on the Westerly right-of-way line of Brewster Road and the point of beginning; thence South 04 degrees 03 minutes 10 seconds East, along said right-of-way line, 313.44 feet; thence South 85 degrees 56 minutes 50 seconds West, 228.50 feet, thence North 04 degrees 03 minutes 10 seconds West, 110 feet; thence South 85 degrees 56 minutes 50 seconds West, 460.00 feet; thence North 04 degrees 03 minutes 10 seconds West, 255.44 feet; thence South 89 degrees 44 minutes 02 seconds East, 690.46 ft. to the point of beginning.

PARCEL 2:

The South 300 feet of the East 500 feet of the following described parcel of land: That part of the Southwest 1/4 of Section 8, Town 3 North, Range 11 East, City of Rochester Hills, Oakland County, Michigan, described as follows: Beginning at a point on the North and South 1/4 line of Section 8, being the center line of Brewster Road (120 feet wide), distant North 04 degrees 03 minutes 10 seconds West 930.44 feet from the South 1/4 corner of Section 8; thence North 89 degrees 52 minutes 17 seconds West 2,278.52 feet; thence North 05 degrees 12 minutes 44 seconds West 1,188.86 feet; thence South 89 degrees 49 minutes 45 seconds East 1,568.09 feet; thence North 89 degrees 20 minutes 26 seconds East 733.97 feet to the North and South 1/4 line; thence South 04 degrees 03 minutes 10 seconds East 1,195.82 feet along said North and South 1/4 line to the point of beginning.

EXHIBIT B

Planning Commission Minutes

EXHIBIT C

