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STATE OF MICHIGAN
IN THE CIRCUIT COURT FOR THE COUNTY OF OAKLAND

ADAMS/HAMLIN DEVELOPMENT
CO., LLC, HAMLIN REDEVELOPMENT
CO, LLC, and HAMLIN/ADAMS
PROPERTIES, LLC,

OAKLAND COUNTY 04-060730-CZ

JUDGE PHYLLIS C. MCMILLEN
ADAMS HAMLIN v ROCHESTER HIL

Plaintiffs,

v.


THE CITY OF ROCHESTER HILLS, a
Michigan municipal corporation,

Defendant.

_____ /

_____ /

AMENDED CONSENT JUDGMENT

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AMENDED CONSENT JUDGMENT

At a session of Court held in the
City of Pontiac, State of Michigan,
on _____

PRESENT: HONORABLE _____
Circuit Court Judge

Upon the Motion of Defendant, The City of Rochester Hills, a Michigan municipal corporation (the "City"), to reopen this matter, upon notice to the Plaintiffs, and upon the stipulation and consent of the City, by and through its attorneys, this Court finds:

1. Plaintiffs and the City stipulated to, and this Court approved, a Consent Judgment in this matter on April 20, 2006 the ("Consent Judgment") which was subsequently recorded in the Oakland County Register of Deeds against certain real property approximately twenty-eight (28) acres in size and located generally at the northeast corner of the intersection of Hamlin and Adams Roads in the City of Rochester Hills more fully described in **Exhibit A** attached hereto (the "Property").
2. Pursuant to the Zoning Act, the City has duly adopted a Zoning Ordinance ("Zoning Ordinance"), Chapter 138 of the City Code of Ordinances, which has been amended from time to time.
3. The Property is currently vacant land. The Property is zoned R-2, One-Family Residential, under the Zoning Ordinance. The Property is also Master Planned for single-family residential use.
4. The Property was the former location of the Christensen Dump which operated in the mid-1950's until the mid-1960's where illegal dumping activities occurred both during and after the operation of the Christensen Dump. The Property was and is contaminated with hazardous substances which causes the Property to be classified as a "facility" under Part 201 of the Michigan Natural Resources and Environmental Protection Act, Michigan Public Act 451, as amended, MCL 324.20101 et. seq. ("Part 201").
5. The Consent Judgment required Plaintiffs, if the Plaintiffs chose to redevelop the Property, to adequately address the environmental contamination at the Property

to reduce unacceptable exposures to the environmental contamination and otherwise comply with Part 201. The Consent Judgment also allowed the Plaintiffs to develop the Property into a mixed-use commercial and office development under the limitations and terms provided in the Consent Judgment. However, the Plaintiffs chose not to perform any of the development and improvements on the Property allowed under the Consent Judgment. Nor did the Plaintiffs address the environmental contamination on the Property, and the Property has remained vacant, undeveloped, and unremediated since the entry of the Consent Judgment.

6. DBB Hamlin, LLC and DBB Adams, LLC became the owners of the Property (the "Owner") and succeeded to and extinguished the legal interests of the Plaintiffs in the Property on September 13, 2016.
7. The Owner intends to transfer its interest in the West Property, as defined below, to GCI Acquisitions, LLC (or to an affiliated entity or entities) ("Developer") and the Owner will either transfer its interest in the East Property, as defined below, to the Developer, or to an affiliated entity or entities of the Developer to be designated by the Developer, or the Owner will allow the Developer to conduct specified activities on the East Property, as defined below, upon condition that this Court approve this Amended Consent Judgment. After the Effective Date, as defined in Section 4.10 of this Amended Consent Judgment, and after this Amended Consent Judgment is entered and recorded against the Property, the Developer, or an affiliated entity or entities designated by the Developer, intends to improve the Property in the manner described in this Amended Consent Judgment.
8. The entry of this Amended Consent Judgment will facilitate economic use of the Property and will allow Developer to improve the Property in a manner which will provide substantially more benefits than the development permitted under the Consent Judgment. Specifically, the additional benefits to the City, to the surrounding community, to the general public, and to the environment will include but are not limited to: (a) the removal of environmental contamination below the proposed multiple family residential development, to unrestricted

residential cleanup levels, on the western portion of the Property as depicted on the Conceptual Plans, as that term is defined below, ("West Property"); (b) environmental remediation, the installation of engineering controls, and the placement of use restrictions upon the eastern portion of the Property ("East Property"), as depicted on the Conceptual Plans; (c) the limitation of, and imposition of conditions for future development on the East Property through a recorded restrictive covenant required by the Michigan Department of Environmental Quality ("MDEQ"); and, (d) the development of the West Property under this Amended Consent Judgment as a multiple family residential development which is more consistent with the City's Master Plan and the current zoning of the Property than the commercial and office facility with associated parking which was previously permitted under the Consent Judgment in 2006.

9. This Amended Consent Judgment is presented to the Court pursuant to stipulation of the City, after notice to Plaintiffs, by and through the City's counsel, and the Court has determined that this proposed Amended Consent Judgment is reasonable and just.

IT IS HEREBY ORDERED THAT:

Section 1- Approvals

1.1 Zoning

The Property shall remain zoned R-2, One-Family Residential. Nothing in this Amended Consent Judgment shall prohibit or preclude the City from subsequently amending the zoning classification applicable to the Property or exercising its legislative discretion. Despite the residential or any amended zoning, the Property may be developed, constructed, and used in conformity with the terms of this Amended Consent Judgment (herein "Development"). All uses provided for in this Amended Consent Judgment shall be deemed legal conforming permitted uses. In the event any of the buildings or structures are destroyed or damaged by fire or other casualty, Developer may rebuild same in accordance with the terms of this Amended Consent Judgment.

1.2 Conceptual Plans

Developer shall be permitted to develop, construct, and use the Property in conformance with the Conceptual Plans (collectively "Conceptual Plans") attached hereto as **Exhibit B** and made a part of this Amended Consent Judgment. References to the Amended Consent Judgment shall be deemed to include the Conceptual Plans. The Conceptual Plans, prepared by PEA, Inc., divide the Property into two distinct areas; the West Property and the East Property. The West Property is intended to be the location of multi-family apartment buildings, various amenities, parking spaces, and attached/detached garages, as generally depicted on the Conceptual Plans. The East Property is intended to be an open area with limited uses, such as outdoor recreation trails, outdoor fitness, fences, parking, and other uses consistent with the requirements contained in a document entitled "Documentation of Due Care Compliance" to be approved by the MDEQ in accordance with MCL 324.20114g (the "DDCC"), as may be amended, which may include encapsulation and access controls, as generally depicted on the Conceptual Plans.

The parties acknowledge that the Conceptual Plans do not include final building elevations and such elevations shall be prepared by the Developer and approved by City staff, the Planning Commission and the City Council during the Site Plan Review process described below. However, the City shall approve final building elevations which are generally consistent with the surrounding neighborhood and provide for a Tudor style with a partial fieldstone front façade, unless the Developer and City agree on other forms of elevations generally consistent with the Zoning Ordinance.

1.3 Site Plan Approval

This Amended Consent Judgment shall constitute conceptual site plan approval for the Development and all permitted uses of the Property, as reflected in the Conceptual Plans and this Amended Consent Judgment. Prior to commencement of any physical development of the Property, Developer shall apply for site plan approval pursuant to Article 2, Chapter 2 (Site Plan Review); Article 4, Section 138-4.202 (Purpose of RM-1 Multiple Family Residential District); and Article 6, Chapter 1 (Supplemental District Standards for RM-1 Multiple Family Districts), and other applicable provisions of the Zoning Ordinance applicable to the Development, and proceed as provided for herein. Prior to receiving site plan approval for any portion of the Property, the Developer shall prepare an Act 381 work plan ("Work Plan"), as defined in the

Brownfield Redevelopment Financing Act, Michigan Public Act 381 of 1996, as amended ("Act 381") to be submitted to the MDEQ by the City's Brownfield Redevelopment Authority for the approval of the MDEQ. Developer shall submit a technically-compliant site plan package to the Planning Commission, in accordance with Article 2, Chapter 2, Site Plan Review, of the Zoning Ordinance and this Amended Consent Judgment, which body shall have the right to review and recommend approval or modification to the City Council. In the event the site plan submittal is not technically compliant, Developer shall be notified of same within twenty-one (21) days of submittal, along with what additional items are necessary for submittal, to make the site plan technically compliant. The Planning Commission review shall be limited to determining whether the site plan package submitted is consistent and in substantial compliance with the Conceptual Plans and the terms of this Amended Consent Judgment. The Planning Commission shall not have the right to make any recommendation or modification which is inconsistent with the Conceptual Plans and the terms of this Amended Consent Judgment. The City Council's decision for approval of the final site plan shall be given within forty-five (45) days of submission of a technically-compliant site plan package to the Planning Commission. Notwithstanding the foregoing and anything to the contrary herein contained, and upon receiving all necessary approvals for same, Developer may commence activities identified in the Brownfield Plan approved by the City's Brownfield Redevelopment Authority (the "Brownfield Plan") at the Property prior to receiving final site plan approval.

Except as otherwise restricted in Section 2.2 C., Developer shall be allowed only those uses permitted as principal uses in RM-1 (Multiple Family Residential District) for the West Property shown on the Conceptual Plans, not to exceed three hundred sixty-eight (368) apartment units, with a mix of standard parking spaces, attached garages, detached garages (carriage buildings), and related amenities. The final site plan shall adhere to the general plan reflected in the Conceptual Plans relative to building location, parking, buffering, ingress/egress, road pattern and building layout.

The Conceptual Plans approved under this Amended Consent Judgment depict, and the chart prepared by PEA, Inc. (attached hereto as Exhibit C) identifies, the acceptable variances, exceptions, and deviations from the City's Zoning Ordinance for the RM-1 (Multiple Family Residential District) zoning district for the Development.

1.4 Building and other Permits

The City will issue building permits and all other permits necessary to enable Developer to construct the improvements shown on the final site plan, and contemplated by this Amended Consent Judgment, after proper application by Developer and the payment of all applicable application and permit fees, and compliance with all applicable building codes and engineering and zoning requirements. Issuance of permits shall not be unreasonably delayed or withheld, time being of the essence.

1.5 Separate Tax Parcel Identification

Developer shall furnish the City Assessor with a legal description for each parcel (or condominium unit), for which Developer wants to divide as a separate parcel or unit, or combine as a single parcel, or change lot lines of the existing parcels, and obtain a separate tax bill, as long as Developer records a Declaration of Easements and/or Restrictions for ingress/egress and parking, or a Master Deed, the form of which shall be reviewed and approved by the City Attorney. Developer may apply for any number of parcel divisions as may be permitted under the Michigan Land Division Act, and the City Assessor shall provide a separate Parcel Identification Number for each description or condominium unit. The City shall allow the boundary of any proposed land division or lot line adjustment proposed by the Developer to correspond with the boundary of the proposed restrictive covenant as referenced in 2.3 B. of this Amended Consent Judgment. The City and Assessor shall cooperate with Developer to approve any land division/combination or lot line adjustment necessary to effectuate the Development if such proposed land division/combination or lot line adjustment complies with all applicable ordinances. The Developer currently contemplates that the boundary line between the two existing tax parcels comprising the Property shall be adjusted and relocated to reflect the intended development areas shown on the Conceptual Plans as the West Property and the East Property.

Section 2 - Conditions

2.1 Applicability

The conditions listed in this Section 2 shall apply to the Conceptual Plans and the development of the Property.

2.2 Features of Development

A. Permitted Buildings

(i) Developer shall be permitted to construct the buildings and improvements on the Property as shown on the Conceptual Plans. Parking spaces and configuration shall be as depicted on the Conceptual Plans. Building configurations and parking may be altered when necessary, due to topography and other practical considerations, as long as total allowable number of multi-family residential units is not increased, and setbacks of buildings along Adams Road and Hamlin Road and the northern property line are not decreased.

(ii) The multi-family apartment buildings are depicted on the Conceptual Plans. Buildings 1, 2, 3, and 4 shall be no greater than two (2) stories or thirty (30) feet in height), and Buildings 5, 6, and 7 along the southern boundary of the West Property and parallel to Hamlin Road shall be no greater than four (4) stories in height (60 feet). The main entrances to the buildings shall not be required to adhere to the requirements of the Zoning Ordinance relating to the front facades, orientation, location, front porches, stoops, and other dimensional or location requirements and shall be permitted to be built and located as generally depicted on the Conceptual Plans. All carriage buildings shall be no greater than two and one half (2.5) stories in height (35 feet) and shall not be required to be at or in front of the front building, or as may be required by the Zoning Ordinance, and shall be permitted to be built and located as generally depicted in the Conceptual Plans. Building height, except as provided for herein, shall be measured in accordance with the applicable RM-1 (Multiple Family Districts) zoning district criteria.

B. Setbacks

All buildings and structures on the West Property, as herein defined, shall be setback at least one hundred (100) feet from the northern Property line, at least fifty (50) feet from the west and south Property lines, and zero (0) feet from any easterly lot line. All parking, if any, on the East Property, as herein defined, shall be setback at least one hundred (100) feet from the northern Property line. There is no setback requirement for the lot line between the West Property and East Property, because the East Property will be encumbered with a restrictive covenant as described in Section 2.3 B. of this Amended Consent Judgment. Encroachments will be allowed within the setback areas, to accommodate retention/detention areas, walkways,

landscaping, underground utilities, courtyards, mechanical apparatus with brick or masonry retaining wall and landscape screening, as shown on the Conceptual Plans, and as may necessary or permitted under Part 201 or under the DDCC for activities on the East Property.

C. Multiple Family Uses Permitted

The West Property may be used, except as otherwise provided herein, for those uses permitted as of right in the RM-1 district (Multiple Family Residential District) as shown on the Conceptual Plans. The East Property shall remain vacant, except for, outdoor recreation, trails, outdoor fitness, fences, and other access controls shown on the Conceptual Plans or with such features as may be approved in a final site plan, or required by applicable law and regulations, and the Developer intends to install on the East Property a hydraulic barrier, a liner and cap, and a passive methane venting system, all as approved by the MDEQ in the Work Plan. The East Property may also be used for parking upon approval of the City and if such use is consistent with the DDCC. The East Property shall not be used for any activity which is not consistent with the DDCC.

D. Building Design

Due to the proximity of the Property to residential uses on the north and west, the elevations and appearance of all buildings on the Property shall be residential in design and character.

F. Performance Standards

Except as otherwise modified by the terms of this Amended Consent Judgment, development and use of the Property shall conform with the performance standards set forth in Article 6, Chapter 1 (RM-1, Multiple Family Residential Districts) of the Zoning Ordinance.

G. Landscaping

Because of the uncertainty of the extent of environmental cleanup/remediation within the 100-foot buffer area on the north side of the Property ("Northern Buffer Area"), it is mutually agreed that the landscaping plan for the Northern Buffer Area will be designed and submitted for review and approval during the Site Plan Review process outlined in Section 1.3. Landscaping plans for the entire Property shall be approved by the City's Landscape Architect for type and size of material prior to or simultaneous with the Site Plan Review process. Developer shall not

be required to have manicured landscaping in the Northern Buffer Area; instead, it is intended that Developer shall supplement the existing landscaping in the bare areas, to provide coverage to the residences to the north during all seasons of the year. The landscaping plan shall be designed to provide adequate screening while still accounting for the normal and expected growth of the species. The landscaping plan shall incorporate a staggered planting which is intended to result in a visual overlapping of the trees' branching. Developer shall provide warranties and performance guarantees in accordance with City ordinance.

The landscaping along the northern property line shall be completely installed prior to issuance of a final certificate of occupancy for any building in the Development. If such landscaping is not completed due to weather or seasonal delays, unavailability of materials and the like, temporary certificates of occupancy shall be issued for building(s) in the Development, with the condition that final certificates of occupancy shall not be issued until such landscaping is completed.

H. Tree Installation and Replacement

Developer shall comply with the City's Tree Conservation Ordinance. Such Ordinance shall not interfere with the building site and parking layout. In recognition that existing trees will need to be removed to perform the proposed cleanup of the West Property and the remediation activities on the East Property, the City shall give the Developer a credit for each tree removed from the Property towards compliance with the City's Tree Conservation Ordinance. The Developer will preserve trees on the Property to the extent reasonably feasible and no trees will be removed within the Northern Buffer Area unless absolutely necessary to construct and maintain the Development, to comply with the DDCC, or to comply with the Work Plan.

I. Wetlands

There are no regulated wetlands on the Property.

J. Signs

Signs for the buildings and uses shall be permitted in accordance with the City's Sign Ordinance relative to such uses, in effect at the time of site plan approval. The Developer and the City shall cooperate to include a gateway feature on the Property at the intersection of

Hamlin Road and Adams Road, as generally depicted on the Conceptual Plans, during the site plan approval process.

K. Outside Storage Prohibited

No outdoor storage shall be permitted on the Property after completion of the Project.

L. Storm Water Detention/Retention

Developer shall provide storm water drainage and storm water retention/detention on the West Property in conformance with the storm water management plan documents to be submitted by Developer's engineers, provided that such plans do not exceed the requirements, standards, or calculations of the City ordinance for storm water run-off in effect during the year 2005. The storm water detention system shall only be designed for the storm water generated on the Property. The Developer intends to utilize an underground and/or above ground storm water detention/retention system, and to utilize its best efforts to keep any above ground detention/retention, outside of the Northern Buffer Area. Developer may use the Northern Buffer Area for any underground storm water detention/retention facilities if such does not interfere with the landscaping required in Section 2.2 G. above. Further, if any above ground detention/retention is necessary in the Northern Buffer Area, Developer will locate such detention/retention as far east on the West Property as practically possible, so as to keep the detention/retention away from the residential homes to the north. In no event shall above-ground detention/retention be permitted directly abutting any of the existing residential homes. The storm water detention/retention system will be subject to a storm water retention/detention maintenance and construction agreement in accordance with normal City practices which will provide for the maintenance of such storm water retention/detention system by Developer or by any association(s) formed to maintain the storm water retention/ detention system; and for the purpose of providing the City with the right to perform any required maintenance to the storm water retention/detention system which is not performed by Developer or by the such association(s), if established, as the case may be. In areas outside the Northern Buffer Area, Developer shall not install or be required to install, any landscaping on the Property that will impede the flow of the storm water drainage and the proper functioning of storm water detention/retention system. If necessary and without cost to Developer for such access, the City shall cooperate with Developer and grant all easements necessary for access, construction, and

discharge of storm water through City-owned properties or easements. Due to the topography of the Property and anticipated environmental response activities, the parties acknowledge that storm water management/detention/retention for the Property may be difficult. Therefore, the City agrees to work with Developer in good faith and with due diligence in achieving the necessary storm water management for the Property, including drainage to natural drains or City or County facilities capable of receiving same. The storm water detention/retention system or drainage from the Property shall not have any long-term detrimental effect on the City land and park located to the east of the Property. Developer shall minimize any disturbance to the City land and park, and if such disturbance is necessary to accommodate Developer's storm water management plan, then Developer shall reasonably restore these areas to their original condition, after implementation of the plan.

M. Water and Sewer

Developer shall, at its sole expense, construct and install improvements and/or connections tying into the municipal water and sewage systems. Such improvements shall be designed and constructed in accordance with the final site plan and engineering construction plan, and all applicable city, state, and county standards, codes, regulations, ordinances, and laws. Such water and sanitary sewer service facilities, including any on-site and off-site facilities, extensions, and easements to reach the area to be served, shall be provided by the Developer, as further explained below, and at the sole expense of Developer, and shall be completed, approved and dedicated to the City to the extent necessary to fully service all proposed and existing facilities, structures and uses to be served thereby, prior to issuance of any building permits.

The Development shall connect to the existing City sanitary sewer lines and water lines. Developer shall pay the connection fees and tap-in charges in effect at the time of such connections and/or tap-ins. Developer shall be provided with use of existing easements, gravity sewer, force main and lift stations, as applicable, for transport of sewage from the Development to the facility servicing the Property. The City will not unreasonably withhold capacity and taps available in the sewer district servicing the Property.

N. Parking and Loading

Parking areas and loading zones shall be installed and located in accordance with the Conceptual Plans. The Development shall meet the parking and loading requirements of the

applicable Zoning Ordinance provisions for RM-1 (Multiple Family Districts), except as modified in this Amended Consent Judgment.

O. Dumpsters and Truck Delivery

The dumpsters shown on the Conceptual Plans or final site plan, if any, shall be enclosed on three sides by brick or stone facade, or may be inset into the building design. The brick or stone shall be the same as that used on the building that the dumpster serves. Developer agrees to contract with a private trash disposal company to regularly pick up the trash. The contract shall contain a provision prohibiting the picking up of trash before 7 a.m. or after 7 p.m. In addition, truck deliveries to all buildings in the Development shall be prohibited prior to 7:00 a.m. and after 7:00 p.m.

P. Lighting

Developer agrees that no exterior light source on the Property shall be higher than fifteen (15) feet, as measured from ground to top of fixture and that such lights, which may be decorative, shall be of such design to limit the illumination of neighboring properties. All exterior light fixtures attached to the buildings shall be installed in such a manner as to limit illumination of neighboring properties. At no time shall lighting exceed zero (0) foot candle light at the northern Property line or abutting any residential zoning. Photometric plans for the Property shall be supplied by the Developer and approved by the City staff and/or consultants during the Site Plan Review process.

Q. Road Improvements

All required road improvements associated with the development shall be included in the submission for site plan approval. All roads within the Development shall be constructed with road geometric and rights-of-way, and in accordance with the applicable City ordinance requirements. The Road Commission for Oakland County ("RCOC") has jurisdiction over Adams Road and any work required within the public right-of-way or public road easement shall require a permit from the RCOC. Any road connection to Rapids Way is expressly prohibited based on the request of the residents. Sufficient road, utility, and pedestrian pathway easements, in accordance with existing widths and right-of way for the pedestrian pathways and roads, shall be provided by Developer at no cost to the City. In accordance with applicable City ordinance

requirements, Developer shall post the required performance and other bonds necessary to cover the road improvements, easements, and approvals. The City may withhold release of up to two hundred and fifty thousand dollars (\$250,000) of financial security until approval of the DDCC by the MDEQ. The City shall not prohibit direct connection of the private roads within the Development to either Adams Road or Hamlin Road as long as such connections are in accordance with all applicable City and County road design standards. With respect to the off-site road improvements, Developer shall only be responsible for improvements necessary to the ingress/egress point of the Development (such as acceleration/deceleration lanes), except that Developer shall reimburse the City up to twenty thousand dollars (\$20,000) for the City's actual construction costs of a right turn lane off of northbound Adams Road onto Portage Trail Drive if such improvement is completed within ten (10) years from the Effective Date of this Amended Consent Judgment. Developer shall commence the road improvements necessary to the ingress/egress point of the Development (such as acceleration/deceleration lanes), assuming all engineering and other approvals have been received for construction of the road improvements. All costs incurred for the road improvements, tree removal or replacement, engineering, permits and other items associated with the contemplated road improvements identified in this Amended Consent Judgment, shall be the responsibility of Developer. The roads within the Property shall be private roads.

R. Utilities for Internal Roads

All roadways in the Development shall be constructed in such a manner that underground utilities can be accommodated within the right-of-way, private road easements, or other private easements, as approved by the City Engineer. Installation of water and sanitary sewer lines under pavement within the boundaries of the Property, shall be permitted; provided, however, wherever possible and practical, Developer may propose water main utility construction within a greenbelt to avoid the limits of the pavement. Water mains constructed within a greenbelt shall also be positioned so that they are not underneath landscaping berms, trees, and shrubs. Under no circumstances shall utilities be installed under the pavement of public roads, unless approved by the City Engineer or governmental authority having jurisdiction over same. Developer may dedicate the utilities within the Property to the City in accordance with the typical process of such dedication.

S. Phasing

Phasing of the Development shall be at the discretion of Developer. The City shall cooperate to issue approvals for any phase consistent with this Amended Consent Judgment.

T. Engineering Review

Developer shall submit to the City engineering plans for the Development (including road, utility, and storm drainage plans) which shall be comprehensively reviewed and approved, or comments provided by the City Engineer, within forty-five (45) days of submittal. Developer shall submit revised engineering plans within thirty (30) days thereafter, and review comments or approval shall be made by the City Engineer within fourteen (14) days after re-submission. The procedure set forth herein shall be followed until the engineering plans are approved. Approvals by the City or the City Engineer, consistent with this Amended Consent Judgment, shall not be unreasonably delayed or withheld.

U. Construction of Utilities, Pathway and work within the Hamlin or Adams Road right-of-ways

The installation of public utilities within the Hamlin or Adams Road right-of-ways shall not commence until the construction plans therefore have been approved by the City Engineer and the required permits have been obtained. In addition, no utility construction shall be permitted until all items on the engineering project checklist have been reasonably and substantially completed and a pre-construction meeting has been held with the City's engineering department. The design of such utilities shall comply with City and Oakland County applicable standards in effect at the time of submittal of such plans, except as modified herein. The City engineering standards shall apply to the construction and inspection of the storm, water and sanitary sewers servicing the Property within the Hamlin or Adams Road right-of-ways. However, the year 2005 City design and construction criteria shall be applicable to stormwater management, as long as engineering plans for the stormwater management are submitted to the City for consideration within twenty-four (24) months of the Effective Date of this Amended Consent Judgment with the Court.

The City shall also review, approve, and inspect pathways and work within the Hamlin and Adams Road rights-of-way. Work within the Hamlin Road right-of-way shall not proceed

until the City has issued a right-of-way use permit to the Developer. No pedestrian pathways on the Property shall connect to the residential subdivision abutting the Property to the north.

V. Construction Commencement

Developer may commence the construction of structures above the level of the ground and slabs within the West Property immediately following: (1) approval of a Brownfield Plan for the West Property by the City; (2) approval by the MDEQ of a Work Plan for the West Property; (3) review and approval of the engineering plans by the City Engineer for the West Property; and, (4) issuance of the necessary permits, licenses and approvals by the City and other governmental entities having jurisdiction over the West Property, except as otherwise modified by this Amended Consent Judgment. The Developer may commence the work intended within the East Property, as shown on the Conceptual Plans, immediately following: (1) approval of a Brownfield Plan for the Property by the City; (2) review and approval of the engineering plans by the City Engineer; (3) approval by the MDEQ of a Work Plan for the West Property and for the East Property; and, (4) issuance of the necessary permits, licenses and approvals by the City and other governmental entities having jurisdiction over the East Property, except as otherwise modified by this Amended Consent Judgment. If any governmental or regulatory entity with jurisdiction over the Development requires minor modification of any plans before issuance of any approvals, permits or licenses, Developer shall notify the City Engineer of any proposed minor modification (as defined in Section 2.4 below) which, for purposes of this Amended Consent Judgment, shall be considered an approved minor modification. The plans, including engineering plans and any plans with revisions showing a technical change, shall be filed with the City. The City shall extend any final site plan expiration date as requested by Developer if reasonably necessary to accommodate the phasing schedule of Developer.

W. Easements

To the extent that access to existing City sanitary sewer lines, water lines, detention or other utilities as required through property or easements owned by the City, onto which the City is entitled or may have access (including off-site), Developer shall be permitted to use the easements (to the extent the easements allow such use) for the purpose of constructing and connecting to the existing sanitary sewer lines, water lines, detention or other utilities as is contemplated for the Development. To the extent that access to existing City sanitary sewer

lines, water lines, detention or other utilities, including roads, is required through easements not owned or otherwise available to the City, the City will assist in securing the necessary easements at Developer's cost. Developer shall pay for the actual physical improvements to these utilities as provided for in this Amended Consent Judgment.

X. Fire Department Approval

All Fire Department requirements shall be met and approved by the City during the Site Plan Review process, unless modified by this Amended Consent Judgment.

Y. Maintenance Agreement

With respect to each of the components of the Development, a Declaration of Easements, Covenants, Conditions, and Restrictions, Master Deed or similar document will be executed and recorded by Developer to ensure the continued maintenance of certain aspects of the Development, applicable to the entire Property, including drainage facilities, storm water retention/detention system, greenbelts, pathways, buffer areas and/or parking areas within the Development. Such documents shall be first reviewed and approved by the City Attorney, which approval will not be unreasonably withheld.

Z. Landscape Allowance

The Developer shall cooperate with each of the property owners who have homes adjacent to the north side of the Property (corresponding to the parcel identification numbers listed below), if requested by any of the property owners for their respective owned properties, to arrange for the purchase and installation of additional landscaping on such properties to provide additional landscape screening, if practical, subject to the following terms:

- (1) The obligations of the Developer under this Section 2.2.Z. shall remain in effect until September 1, 2020.
- (2) The owners of the following thirteen (13) tax parcels are eligible for the benefits of this Section 2.2.Z.: 15-20-356-015; 15-20-356-016; 15-20-356-017; 15-20-356-018; 15-20-356-019; 15-20-356-020; 15-29-101-013 ;15-29-101-012 ;15-29-101-014; 15-29-101-015; 15-29-101-016; 15-29-101-017; and, 15-29-101-018.

- (3) This Section 2.2.Z. is for the benefit of the owners of each of the parcels listed above who may take advantage of this provision by making arrangements with the Developer directly without the City's involvement.
- (4) The Developer shall create an escrow fund for the benefit of the thirteen (13) owners in the total amount of thirty-six thousand dollars (\$36,000), provided, however, that a maximum of three thousand dollars (\$3,000) of the escrow fund will be available for each of the thirteen (13) tax parcel owners to use as herein provided.
- (5) Any amount in the escrow fund not disbursed by September 1, 2020 shall be used by the Developer to provide further screening within the Northern Buffer Area.
- (6) The Developer shall provide a statement to the thirteen (13) owners and to the City of the actual disbursements from the escrow fund on or about September 1, 2020.
- (7) Any dispute between the Developer and any owner of the thirteen (13) tax parcels as to the use of the escrow fund for such properties shall be submitted to and decided by the Planning Director of the City.
- (8) City Council Member Stephanie Morita advised the parties that she and her husband own a home along the northern boundary of the Development (such property is listed above as tax parcel number 15-20-356-017) and that they do not want to receive any benefit from the escrow fund to avoid any appearance of impropriety. So long as City Council Member Stephanie Morita and her husband own such tax parcel, no amounts from the escrow fund shall be paid to them under this Section 2.2.Z. for landscaping on such property. If City Council Member Stephanie Morita and her husband transfer their fee interest in such property prior to September 1, 2020, then the fee owner or owners of such tax parcel shall be allowed access to up to three thousand (\$3,000) from the escrow fund under terms and conditions of this Section 2.2.Z.

aa. Exercise Equipment

Developer shall install outdoor exercise equipment for public use on the East Property in the location depicted on the Conceptual Plans after recording of the restrictive covenant on the East Property, as referenced below, and as may be approved by the City and allowed by applicable law and regulations, consistent with the DDCC.

2.3 Environmental Protection

A. Work Plan.

The parties acknowledge that the remediation of the Property and/or the reduction of environmental risks associated with the contamination at the Property, through an MDEQ approved Work Plan, is a material and significant inducement to the City to approve the entry of this Amended Consent Judgment. The City agrees to the uses permitted in this Amended Consent Judgment to ensure the remediation of the environmental contamination on the Property in accordance with an MDEQ approved Work Plan. The City and its counsel must be presented with the copies of all reports and specifications outlining the proposed Work Plan and the City's environmental consultant may peer review and comment on the work contemplated to verify that the environmental activities conducted in support of the Development will protect the users and occupants from exposure to contamination. The City shall be permitted to provide comments of any kind to the MDEQ relative to the proposed environmental activities. However, the MDEQ shall make the final determination as to whether any Work Plan is consistent with existing law. The concurrence of the City is required for any significant or material deviation, change, or amendment to the Work Plan or the proposed remediation scope and activity.

An MDEQ approved Work Plan shall describe the activities necessary under MCL 324.20120a to meet the unrestricted residential cleanup criteria standard in MCL 324.20120a(1)(a) for the West Property and the activities necessary to meet the limited non-residential cleanup criteria standard for the East Property, as described in the Brownfield Plan. The Developer shall comply with the applicable portions of the Work Plan and of the Brownfield Plan, as they may be amended, when it conducts any development work on the Property.

An environmental consultant, selected by the City, and the City, will be notified in writing three (3) days in advance of activities under the MDEQ approved Work Plan at the Property and the environmental consultant, selected by the City, and the City are permitted to be present on the Property at all times during the performance of such activities. Additionally, at reasonable intervals as requested by the City, Developer shall meet with the City and/or its consultant, and if necessary other regulatory agencies, as needed, to review the progress. Routine status updates will allow the City to monitor the Developer's progress.

Developer may submit amended Work Plan(s) consistent with the requirements of this Amended Consent Judgment, to the MDEQ, and will submit the same to the City. Developer may submit amendments to a Brownfield Plan to the City. Any amendment to a Brownfield Plan will incorporate additional costs as needed to meet the terms and intent of this Amended Consent Judgment. The City may approve any Brownfield Plan(s), and any amendments thereto, if they comply with all the requirements of this Amended Consent Judgment. The MDEQ will approve any Work Plan(s), and any amendments thereto, if they comply with all of the requirements of this Amended Consent Judgment. The parties intend that the Work Plan(s) and Brownfield Plan(s), as amended, shall be consistent with each other.

The parties shall cooperate and work together to seek the consent of the MDEQ to meet the intent of this Amended Consent Judgment. However, in the event a Work Plan is not accepted by the MDEQ, the Work Plan will be amended to reflect activities which will be approved by the MDEQ.

B. Restrictive Covenant

The Developer shall execute and record a restrictive covenant, approved by the MDEQ, for the East Property upon the completion of all environmental work on the East Property contemplated under this Amended Consent Judgment. The restrictive covenant shall prohibit any invasive activity, non-residential use, and development on the East Property, except for outdoor recreation, parking, trails, fences, and other access controls shown on the Conceptual Plans or with such features as may be approved in a final site plan, or allowed by applicable law and regulations, consistent with the DDCC. The City Assessor shall place an assessed valuation of the East Property at one dollar (\$1.00) or some other nominal value, to acknowledge that the East Property is incapable of any economic value after the recording of the restrictive covenant. The City shall be under no obligation to own or maintain the East Property.

C. Baseline Environmental Assessment/ Due Care Plan

The Developer shall prepare one or more baseline environmental assessments to reflect conditions of the Property and shall submit copies to the City. The Developer shall prepare and follow all due care plans required under Part 201 (including environmental construction management plans), as applicable for the Property, and shall submit copies to the City. All due care plans and environmental construction management plans, including the DDCC, will contain,

as attachments, a soil erosion and sedimentation control plan and a fugitive dust emission control and contingency plan.

D. Brownfield Plan Duration

The period of time to fully reimburse Developer for eligible expenses shall not exceed twenty-four (24) years from the completion of all site improvements and all buildings comprising the Development. However, if the costs for reimbursement exceed the amount authorized in the Brownfield Plan, or any amendment thereto, the parties shall negotiate in good faith an extension of the repayment period in the Brownfield Plan as necessary.

2.4 Other Governmental Approvals

The parties are aware that some minor modifications to the Conceptual Plans may result from further engineering or regulatory requirements of other governmental agencies. Such minor modifications shall be deemed approved by the City if the changes are substantially in compliance with this Amended Consent Judgment, the intent of the parties; the Conceptual Plans, and the final site plan. For purposes of this Amended Consent Judgment, the term "minor modifications " shall be those minor changes that do not affect the residential design character of the Development; do not violate the setback and buffer area distances depicted on the Conceptual Plans; do not substantially affect the required landscaping; do not increase the permitted height of the buildings; do not affect easement descriptions; do not substantially impact the required engineering approval; and do not substantially impact the required environmental response activities.

2.5 Other Applicable Laws

Nothing contained in this Amended Consent Judgment shall be construed to relieve Developer of the obligation to comply with the provisions of state law or obtain the approvals of other governmental or regulatory entities when needed.

2.6 Variances

Except as specifically provided in this Amended Consent Judgment, no variances from the City's Zoning Ordinance or other codes or regulations may be applied for or granted for the development of the Property. However, the City's Zoning Board of Appeals shall be bound by

the terms of this Amended Consent Judgment to effectuate any variances authorized by this Amended Consent Judgment.

2.7 Certificates of Occupancy

Any requested certificate of occupancy shall not be issued by the City for any portion of the West Property until: (a) the MDEQ issues a “no further action letter” for the West Property under MCL 234.20114d related to the attainment of the unrestricted residential cleanup criteria standard; and, (b) the Developer commences work on the East Property.

Section 3 – Enforcement and Attorney Fees

3.1 Attorney Fees. In the event of a proceeding to enforce any term or provision of this Amended Consent Judgment, either party may seek to recover costs and attorney fees in addition to any other applicable and available relief.

Section 4 - Additional Provisions

4.1 Good Faith. The parties and their respective successors and assigns shall treat each other in good faith and shall neither take any action which is contrary to or interferes with the spirit of this Amended Consent Judgment, nor omit any action which is necessary or convenient to or consistent with the spirit and intent of this Amended Consent Judgment.

4.2 Recordation. This Amended Consent Judgment shall be recorded with the Oakland County Register of Deeds, and the covenants contained herein are declared to be covenants running with the land and all portions or divisions thereof, and the obligations, duties and rights herein shall be binding on the parties, their respective heirs, successors, grantees, assigns and transferees, upon the owners of the Property and their respective heirs, successors, grantees, assigns and transferees, including the Developer, and the Oakland County Register of Deeds is ordered to record a true copy of this Amended Consent Judgment in the land records of Oakland County.

4.3 Authority. By its execution of this Amended Consent Judgment, the City warrants that it has the authority to execute this Amended Consent Judgment and bind its respective entities, successors and assigns to its terms and conditions.

4.4 Conflicting Provisions. To the extent that this Amended Consent Judgment conflicts with any City Ordinance or regulation, or the Conceptual Plans, the terms of this Amended Consent Judgment shall control. To the extent that the Amended Consent Judgment is silent on issues regulated by City Ordinances or regulations, then the City Ordinances and regulation shall control.

4.5 Amendment. The terms of this Amended Consent Judgment may be amended, changed, or modified but only by written agreement executed by the parties hereto, or upon motion by the City for good cause, and later as approved and ordered by this Court. Minor modifications to the Conceptual Plans, as previously described in Section 2.4, may be done administratively, without having to amend this Amended Consent Judgment.

4.6 Severability. Each restriction and clause is intended to be severable and in the event that any restriction is for any reason held void, it shall not affect the validity of the remainder of this Amended Consent Judgment.

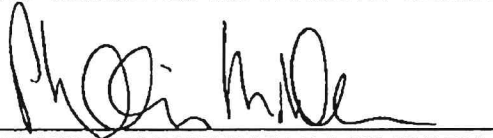
4.7 Clerical Errors. Any clerical errors or mistakes in document or exhibit descriptions contained in this Judgment may be corrected by the parties, and all parties agree to cooperate in making such corrections in order to effectuate the spirit and intent of the parties in entering into this Amended Consent Judgment.

4.8 Judgment and Exhibits. This Amended Consent Judgment is hereby deemed to include all exhibits attached hereto and the Conceptual Plans referenced herein, said exhibits and Conceptual Plans being incorporated herein and made a part hereof as fully and to the same extent as if the contents of the exhibits and the Conceptual Plans were set out in their entirety in the body of this Amended Consent Judgment. All references to this Amended Consent Judgment are deemed to be a reference to the body of this Judgment and to the exhibits and the Conceptual Plans. All terms of the Consent Judgment entered with this Court on April 20, 2006 are hereby vacated, are replaced by the terms of this Amended Consent Judgment which shall supersede the Consent Judgment, and shall be of no further effect, except relating to the mutual release of the parties contained in the Consent Judgment.

4.9 Continuing Jurisdiction. This Court retains continuing jurisdiction to assure enforcement and compliance with the terms of this Amended Consent Judgment.

4.10 Effective Date. This Amended Consent Judgment shall only become effective and enforceable upon the date that Developer, or its affiliated entity or entities designated by the Developer, becomes the fee owner of the Property (the "Effective Date").

THIS AMENDED CONSENT JUDGMENT RESOLVES ALL PENDING CLAIMS AND CLOSSES THIS CASE.


HONORABLE PHYLLIS C. MCMILLEN
Circuit Court Judge

STATE OF MICHIGAN } ss.
COUNTY OF OAKLAND }

I LISA BROWN, County Clerk for the County of Oakland, Clerk of the Circuit Court thereof, the same being a Court of Record and having a Seal, hereby certify that the attached is a true copy.

In Testimony whereof, I have hereunto set my hand and placed the Seal of said Court this MAY 31 2018

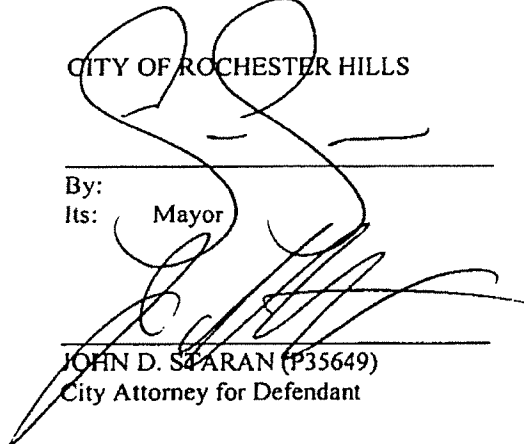
LISA BROWN - Clerk / Register of Deeds
 Deputy Clerk

Stipulated and Approved by:

CITY OF ROCHESTER HILLS

By:


Its: Mayor



JOHN D. SPARAN (P35649)
City Attorney for Defendant

Stipulated and Approved by:

GCI ACQUISITIONS, LLC,
for itself and on behalf of the entity or entities designated by GCI Acquisitions, LLC, as successors in
interest to the ownership of the Property, only, and not as parties



By: Eric Bell

Its: Manager

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

PARCEL I:

Part of the West 1/2 of the Northwest 1/4 Section 29, Town 3 North, Range 11 East, City of Rochester Hills, Oakland County, Michigan, described as follows: Beginning at a point distant South 00 degrees 33 minutes 37 seconds East, 120.85 feet from the Northwest section corner; thence North 88 degrees 30 minutes 46 seconds East, 836.53 feet; thence South 38 degrees 06 minutes 17 seconds East, 750.59 feet; thence South 76 degrees 30 minutes 50 seconds West, 1327.14 feet; thence North 00 degrees 33 minutes 37 seconds West, 878.45 feet to the beginning.

Tax identification number: 15-29-101(023)022

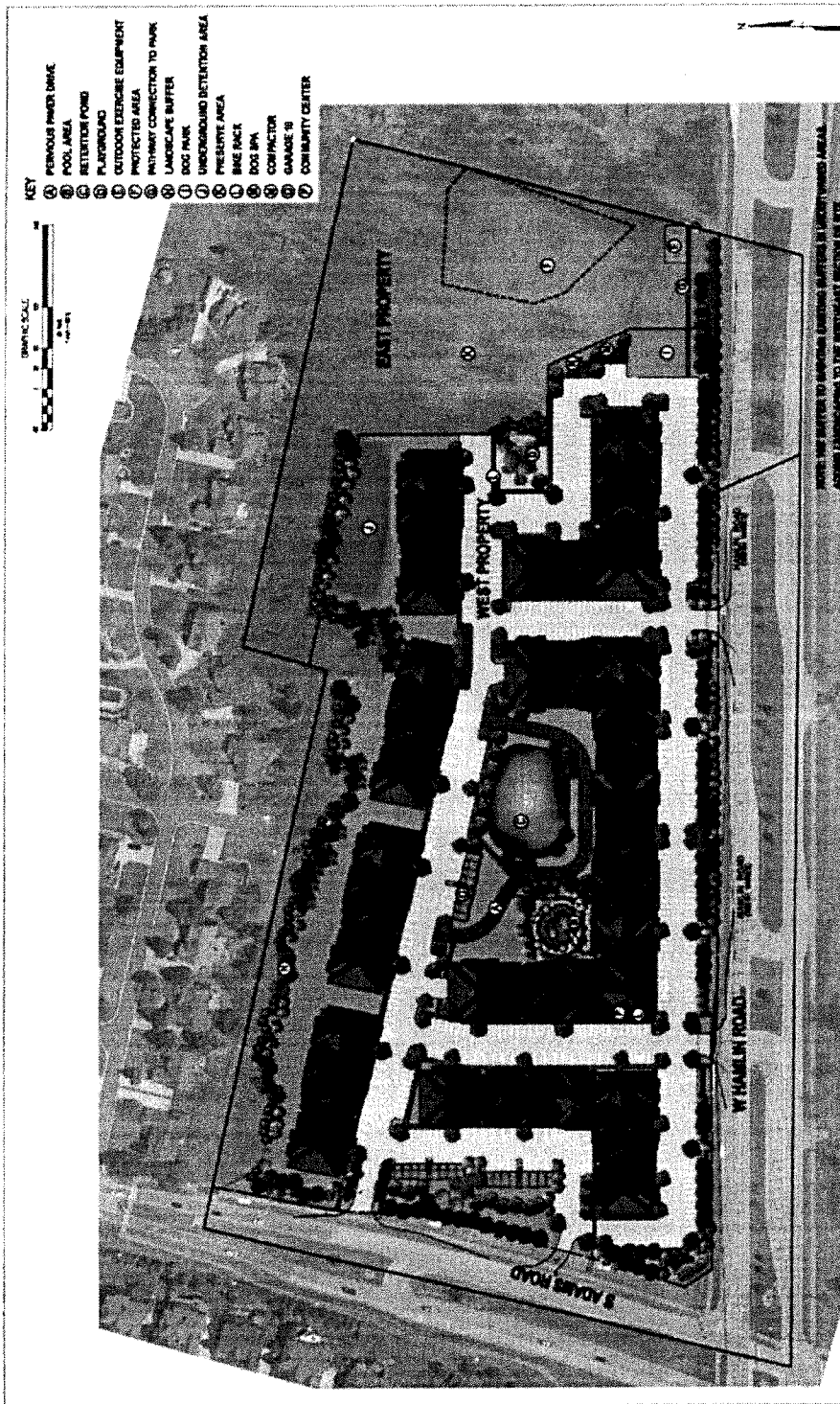
PARCEL II:

Part of the West 1/2 of the Northwest 1/4 Section 29, Town 3 North, Range 11 East, City of Rochester Hills, Oakland County, Michigan, described as follows: Beginning at a point distant North 88 degrees 07 minutes 26 seconds East, 841-94 feet from the Northwest section corner; thence north 88 degrees 07 minutes 26 seconds East, 759 feet; thence South 01 degrees 26 minutes 07 seconds West, 674.52 feet; thence South 76 degrees 30 minutes 50 seconds West, 291 feet; thence North 38 degrees 06 minutes 17 seconds West, 750.509 feet;

Tax identification number. 15-29-101(022)023

EXHIBIT B
CONCEPTUAL PLANS

[See attached]



Legacy Rochester Hills Conceptual Landscape Plan
Rochester Hills, Michigan

January 2016



LEGACY | ROCHESTER HILLS



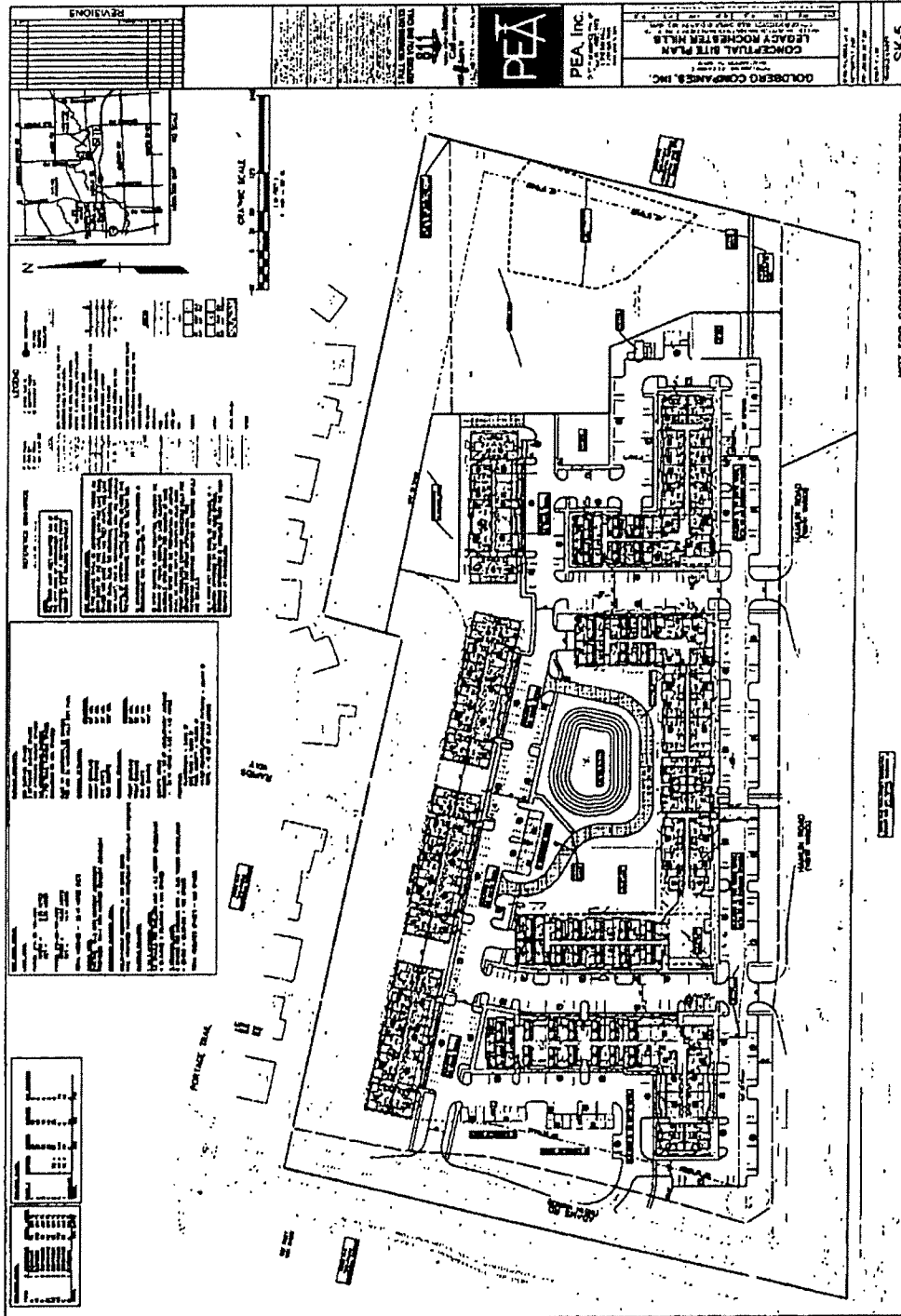


EXHIBIT C

Chart prepared by PEA, Inc.

[See attached]



Civil Engineers | Land Surveyors | Landscape Architects

experienced, responsive, passion for quality

Washington Township Office, 59255 Van Dyke • Washington Twp, MI 48094
 t 844 813 2949 • www.peainc.com

RE: Hamlin and Adams Apartments
NEC Hamlin and Adams
Rochester Hills, Oakland County, Michigan
List of deviations from RM-1 Zoning Ordinance

Below is a list of requirements from the RM-1 zoning district per the current zoning Ordinance dated August 15, 2016 that cannot be achieved with the proposed development. Waivers for these requirements are requested to be granted and included as part of the amended consent judgment.

Requirement of Ordinance	Proposed by Developer	Reason
Max. Density: 3 bedroom: 6,400 sf/unit = 6,400 * 56 = 8.2 acres 2 bedroom: 6,000 sf/unit = 6,000 * 172 = 23.7 acres 1 bedroom: 5,600 sf/unit = 5,600 * 140 = 18.0 acres Total area required = 49.9 acres	368 units on 22.49 acres (net) = = 16.4 units / acre = 2,663 sf / unit 368 units on 28.23 acres (gross) = = 13.0 units / acre = 3,340 sf / unit	The project needs enough units to help cover the environmental cost.
Min. Building Separation: Front to Rear = 60' Rear to Rear = 60' Side to Side = 30' Corner to Corner = 30'	Proposed: Front to Rear = 50' min. Rear to Rear = 50' min. Side to Side = 10' min. Corner to Corner = 10' min.	So much of the land is not usable since we have large buffers to the north and environmental area that cannot be built on.
Max. Height: 2.5 stories/30 feet	2 stories/30 feet along North property line 4 stories/60 feet remainder of property	The northern buildings will be only 2 stories to satisfy neighbor concerns. The southern buildings need to be four-story because so much of the land is not usable (buffers and environmental).
Garage Orientation: Max. 25% of garage doors may be located at or in front of the front building wall of the building with all other garage doors being located at least 10 feet behind the front building wall of the unit or facing the side or rear of the unit	Garage door locations vary on each building. Maximum of 100% of doors located at or in front of the front building wall.	Some buildings may not have any garage doors, others will have the door locations staggered to provide architectural detail to the buildings and to limit impact on neighbors.

<p>Front Door Orientation: Min. 75% of the main entrances to the individual dwellings shall be located on the front façade of the building & shall include a front porch or stoop that is at least 6 feet in width & depth with a min. area of 36 s.f.</p>	<p>Main building entrances will be in front.</p>	<p>Due to the multiple floor levels of the building, the front doors for each unit may be internal to the building within a stairwell or hall.</p>
<p>Vehicular Circulation/Cross Access: Street connections shall be provided to adjacent neighborhoods in residential districts</p>	<p>No proposed connection to the adjacent subdivision to the north</p>	<p>No connection to adjacent subdivision due to request from that neighborhood to not provide a connection</p>
<p>Tree Removal/Replacement: Any healthy tree greater than 6" in caliper that is removed must be replaced with one tree credit</p>	<p>Developer will preserve trees to the extent feasible, especially in the northern buffer, however some trees require removal for the environmental remediation. The tree removal due to environmental remediation will not be required to be replaced.</p>	