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January 3, 2000

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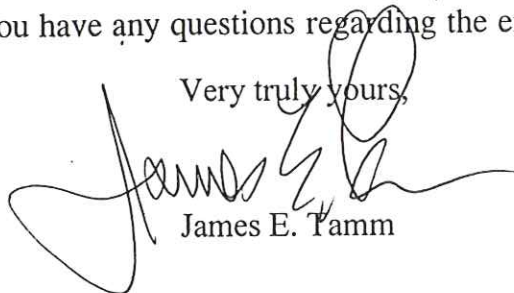
Re: Melvin E. Gillett v Marion Township
Our File: 100-2146
Meadowbrook File: 100GL9801193

Dear Mr. Kehoe, Ms. Winn and Ms. Schlittler:

On December 13, 1999, Judge Stanley Latreille entered the Consent Judgment which had been agreed to by the parties. Enclosed is a copy of the judgment as well as the site plan which was attached. The entry of the judgment brings our involvement in this matter to a conclusion. It has been a pleasure to represent Marion Township in this lawsuit.

Please contact me if you have any questions regarding the entry of the judgment.

Very truly yours,



James E. Tamm

JET:cr
Enc.
cc: Michael Forster

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF LIVINGSTON

MELVIN E. GILLETT, Trustee U/T/A
April 17, 1991 and SUSAN K. GILLETT,
Trustee U/T/A April 17, 1991,

Plaintiffs,

VS.

HON. STANLEY LATREILLE

NO. 98-16809-CZ

MARION TOWNSHIP, a Municipal
corporation and MARGARET DUNLEAVY,
Livingston County Clerk,

Defendants.

JAMES F. BARLEY P 10441
DAVID T. BITTNER P 44948
Attorney for Plaintiffs
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(517) 546-7363

JAMES E. TAMM P 38154
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TRUE COPY
MARGARET M. DUNLEAVY
LIVINGSTON COUNTY CLERK

CONSENT JUDGMENT

At a session of said Court, held on: 12/13/99
Present: Hon. Stanley Latreille

Plaintiffs, Melvin E. Gillett, Trustee U/T/A April 17, 1991, and Susan K. Gillett, Trustee U/T/A April 17, 1991, by and through their attorney, James F. Barley, P.C., and Defendant Marion Township, by and through its attorney, O'Connor, DeGrazia & Tamm, P.C., hereby stipulate to entry of judgment on the following terms:

Recitals

1. Plaintiffs are the Trustees of two Revocable Living Trusts created by Melvin E. Gillett and Susan K. Gillett respectively. Each trust owns an undivided half interest in the following real property located in Marion Township, Livingston County, Michigan:

A part of the Northeast 1/4 of Section 3, Town 2 North, Range 4 East, Marion Township, Livingston County, Michigan, more particularly described as follows: Commencing at the East 1/4 corner of said Section 3; then North 02 degrees 00 minutes 52 seconds West, along the East line of said Section 1584.00 feet to the Point of Beginning of the Parcel to be described; thence South 89 degrees 21 minutes 11 seconds West, 1054.95 feet; thence North 00 degrees 39 minutes 29 seconds West, 246.98 feet; thence South 89 degrees 15 minutes 07 seconds West, 651.91 feet to the centerline of Norton Road (66 feet wide); thence North 32 degrees 39 minutes 56 seconds East, along said centerline 619.46 feet; thence South 60 degrees 24 minutes 54 seconds East, 251.79 feet; thence North 32 degrees 39 minutes 56 seconds East, 173.00 feet; thence North 60 degrees 24 minutes 54 seconds West, 87.95 feet; thence North 32 degrees 39 minutes 56 seconds East, 250.00 feet; thence North 89 degrees 24 minutes 02 seconds East, 968.13 feet; thence South 02 degrees 00 minutes 52 seconds East, 1034.00 feet to the Point of Beginning, containing 30.10 acres, more or less, and subject to the rights of the public over the existing Norton Road.

2. Plaintiffs' property is zoned Suburban Residential (SR).

3. Plaintiffs applied for rezoning requesting that Marion Township change the designation for their property to an UR Urban Residential District which would allow the construction of a multiple-family development. The Marion Township Board voted to grant the rezoning request. A referendum was held which returned the property to a SR, Suburban Residential District.

4. On or about September 15, 1998, Plaintiffs filed this lawsuit challenging the denial of their request for rezoning.

5. The parties, by and through their respective counsel, hereby agree to permit the development of multi-family uses on the property subject to the conditions set forth in this judgment.

General Terms and Conditions

6. Plaintiffs shall be permitted to construct no more than 125 site built dwelling units on the 30.10 acres of land described in Plaintiffs' Complaint which and shall remain zoned Suburban Residential (SR).

7. Access to the proposed development shall be provided from Norton Road (M-155).

8. All roadways within the development shall be constructed in accordance with the standards of the Livingston County Road Commission and Marion Township. The applicable standards shall include those as to the type and width of pavement but Plaintiffs shall not be required to follow right-of-way requirements.

9. All units within the development shall comply with the Schedule of Regulations for the Suburban Residential Zoning District.

10. The property shall be serviced by a public sanitary sewer and water system. Plaintiffs and their successors shall be solely responsible for the cost of providing sewer and water service to the subject property.

11. All portions of the property which border existing single-family residential dwelling units shall be a landscaped buffer according to attached Exhibit A.

12. Development of its property shall be consistent and in compliance with the site plan for development prepared by Boss Engineering dated July 12, 1999, and the revised site plan dated October 20, 1999, attached as **Exhibit A**, which is made a part of this judgment and which shall be deemed to have preliminary approval by Marion Township.

10/19/99

13. All open space areas designated in the site plan and all landscaped areas within the development shall be perpetually maintained, repaired and replaced to keep all plants and vegetation in a healthful manner and such areas free of debris.

14. The developer shall record and file the documentation necessary to ensure the future maintenance of open space and landscaped areas through the Master Deed and Homeowners Association. The documents shall commit the Homeowners Association to perpetual maintenance, repair and replacement of open space and landscaped areas and shall be approved by Marion Township. The declaration shall be recorded with the Livingston County Register of Deeds and include the duty of the Homeowners Association to levy appropriate, sufficient and reasonable assessments, both annual and special, to defray all costs and expenses associated with the maintenance, repair and replacement of open space areas.

15. Nothing in this judgment shall be deemed to waive Plaintiffs' responsibility for receiving approvals from other governmental agencies who may have jurisdiction over the project including, but not limited to, the Livingston County Road Commission, the Livingston County Health Department, the Michigan Department of Environmental Quality and federal agencies who may have jurisdiction over the project.

16. Except where specifically exempted by the terms of this judgment, the project shall comply with all ordinances of Marion Township including, but not limited to, its Zoning Ordinance, Building Code and Code of Ordinances in effect at the time this judgment is entered.

17. Marion Township may, hereafter, apply such newly enacted Township ordinances, rules or regulations which are not in conflict with those in effect from the date of this judgment, an application of which would not prevent the development of the project in accordance with this judgment. However, this section shall not preclude the application to the subject property of changes in Township laws, regulations, plans or policies specifically mandated by changes in state or federal law or regulation.

18. Marion Township shall accept for review any and all plans and specifications for development and shall review such plans within a reasonable period of time.

19. Plaintiffs agree to submit final site plans and specifications in accordance with this judgment within 120 days that the date the judgment is entered.

20. Any and all construction shall be commenced within 24 months from the date of this judgment. Failure to commence construction and continue to make substantial progress toward the completion of development within 24 months from the date of this judgment shall be deemed to be a waiver of the right to develop the property for multi-family use by Plaintiffs.

21. The terms and conditions of this judgment are binding on the parties, their heirs, successors and assigns.

22. This judgment may be amended only by mutual consent of the parties.

23. This judgment shall be construed and enforced in accordance with the laws of the State of Michigan. An action to enforce the judgment shall only be brought in the Livingston County Circuit Court. The prevailing parties of such action shall be entitled to all costs, attorney fees and necessary disbursements in connection with the litigation.

24. This judgment constitutes the entire understanding and agreement of the parties. The judgment integrates the terms and conditions set forth and supersedes all negotiations or previous agreements between the parties. All waivers of the provision of this judgment must be in writing and signed by the appropriate representatives of the Township or property owner. Any and all amendments shall be given in writing.

25. This Court shall retain jurisdiction for the purpose of enforcing the terms of this judgment.

26. Plaintiffs hereby agree to waive any and all claims for damages as set forth in the Complaint. All claims set forth in the Complaint are hereby dismissed with prejudice and without costs to either party.

IT IS SO ORDERED.

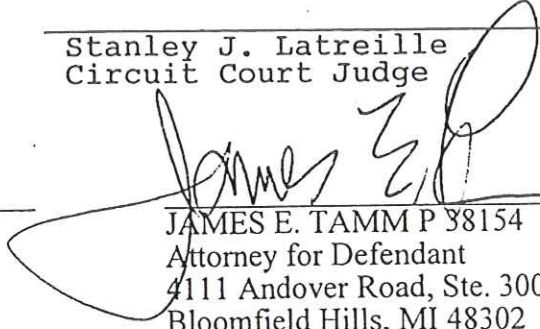
HON. STANLEY J. LATREILLE

APPROVED AS TO FORM:

Stanley J. Latreille
Circuit Court Judge



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December 9, 1999

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Dear Mr. Kehoe, Ms. Winn and Ms. Schlittler:

On December 7, 1999, I spoke with James Barley, the attorney for the Gilletts, regarding entry of the Consent Judgment. Mr. Barley had received a 8-1/2 x 11 copy of the site plan approved by the Township Board. He planned to attach it to the Consent Judgment which we had already agreed on. Once the judgment is entered with the Court, we will proceed with closing our file.

Very truly yours,


James E. Tamm

JET:cr
cc: Michael Forster