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July 28, 2016

VIA E-MAIL [anzeke@rochesterhills.org](mailto:anzeke@rochesterhills.org)

Ed Anzek, AICP  
Director, Planning and Economic Development  
City of Rochester Hills  
1000 Rochester Hills Drive  
Rochester Hills, MI 48309

RE: *Site Plan Approval for WoodSpring Suites Pursuant to Consent Judgment  
Between Grand/Sakwa Acquisitions, LLC and City of Rochester Hills*

Dear Mr. Anzek:

Attached for your review please find the executed Covenant Deed conveying the subject property to WoodSpring Suites Detroit Rochester Hills, LLC. WoodSpring Suites has been working with the property owner over the past few months and has resolved all outstanding issues. WoodSpring Suites has closed on the purchase of the property effective July 28, 2016, and now owns the property.

Please schedule site plan approval for the August 8, 2016 City Council meeting if at all possible. Thank you for your assistance in this matter.

Very truly yours,

WILLIAMS, WILLIAMS, RATTNER & PLUNKETT, P.C.



John D. Gaber

JDG/kp

Enclosure

cc: Scott Bixler (via e-mail [sbixler@woodspring.com](mailto:sbixler@woodspring.com))

## **COVENANT DEED**

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**KNOW ALL MEN BY THESE PRESENTS:** That The Marketplace of Rochester Hills Parcel H LLC, a Michigan limited liability company, whose address is 28470 W. 13 Mile Road, Suite 220, Farmington Hills, Michigan 48332

Conveys to WoodSpring Suites Detroit Rochester Hills LLC, a Kansas limited liability company, whose address is 8621 E. 21<sup>st</sup> Street N., Suite 250, Wichita, Kansas 67206

the following described premises situated in the City of Rochester Hills, Oakland County, Michigan:

**See attached Exhibit A**

together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, for the sum of ONE DOLLAR (\$1.00) and other valuable consideration (Transfer Valuation Affidavit filed).

Grantor covenants to and agrees with Grantee that, subject to the Permitted Exceptions, Grantor has not done, committed, or knowingly or willingly suffered to be done or committed any act that will cause the property conveyed to be charged or encumbered in title, estate, or otherwise, and Grantor hereby binds itself and its successors and assigns to defend the property conveyed unto the Grantee, its successors and assigns, forever, against the claims and demands of all persons claiming by, from, or under the Grantor, but against no other claims or persons.

Subject only to the Permitted Exceptions listed on the attached **Exhibit B**.

This property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions, may be used and are protected by the Michigan Right to Farm Act.

The Grantor grants to the Grantee the right to make zero divisions under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967.

Dated: July \_\_\_\_, 2016

Signed by:

The Marketplace of Rochester Hills  
Parcel H LLC, a Michigan limited  
liability company

By: [Signature]  
Name: William Eisenberg

Title: Authorized Representative

STATE OF MICHIGAN        )  
  ) SS.  
COUNTY OF OAKLAND     )

The foregoing instrument was acknowledged before me on July 27 2016, by William Eisenberg, the Auth. Rep. of The Marketplace of Rochester Hills Parcel H LLC, a Michigan limited liability company, on behalf of the company.

JOYCE L. PIKULAS  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF OAKLAND  
MY COMMISSION EXPIRES Feb 11, 2021  
ACTING IN COUNTY OF Oakland

[Signature]  
Notary Public, Oakland County, MI  
My Commission Expires: 2-11-2021  
Acting in Oakland County, MI

<b>When Recorded, Return To:</b> John D. Gaber, Esq. 380 N. Old Woodward, Suite 300 Birmingham, Michigan 48009 (248) 642-0333		<b>Send Subsequent Tax Bills To:</b> Grantee		<b>Drafted By:</b> John D. Gaber, Esq. 380 N. Old Woodward, Suite 300 Birmingham, Michigan 48009 (248) 642-0333	
<b>Tax Parcel</b> #63-15-30-176-010	<b>Recording Fee:</b> \$	<b>State Transfer Tax:</b>		<b>County Transfer Tax:</b>	

**EXHIBIT A**  
**LEGAL DESCRIPTION**

Land situated in the City of Rochester Hills, County of Oakland, Michigan, described as:

Part of the Northwest quarter of Section 30, Town 3 North, Range 11 East, commencing at the West quarter corner of said Section 30 (as remonumented) said quarter corner being North 85 degrees 49 minutes 02 seconds East 1.93 feet along the Westerly extension of the East and West quarter line of said Section 30 from a property-controlling corner (formerly described as the West quarter corner) of said Section 30 and proceeding along said East and West quarter line North 85 degrees 49 minutes 02 seconds East 1,526.63 feet to a point on the Westerly right-of-way line of Marketplace Circle (variable width); thence along said right-of-way line 332.65 feet along the arc of a curve to the right, radius 348.00 feet, central angle 54 degrees 46 minutes 06 seconds and a chord that bears North 23 degrees 59 minutes 27 seconds East 320.13 feet to the point of beginning; thence 35.40 feet along the arc of a curve to the left, radius 50.00 feet, central angle 40 degrees 34 minutes 07 seconds and a chord that bears North 12 degrees 03 minutes 07 seconds West 34.67 feet; thence North 32 degrees 20 minutes 10 seconds West 26.21 feet; thence North 25 degrees 40 minutes 51 seconds West 86.28 feet; thence North 32 degrees 20 minutes 10 seconds West 46.59 feet; thence 57.55 feet along the arc of a curve to the right, radius 132.00 feet, central angle 24 degrees 58 minutes 42 seconds and a chord that bears North 19 degrees 50 minutes 49 seconds West 57.09 feet; thence North 07 degrees 21 minutes 28 seconds West 209.78 feet; thence along the Southerly right-of-way line of M-59 highway North 83 degrees 38 minutes 00 seconds East 431.22 feet; thence South 03 degrees 44 minutes 33 seconds East 351.49 feet to a point on the Northerly right-of-way line of Marketplace Circle (variable width); thence along said right-of-way line the following two courses: South 71 degrees 01 minutes 50 seconds West 230.07 feet, and 119.38 feet along the arc of a curve to the left, radius 348.00 feet, central angle 19 degrees 39 minutes 18 seconds and a chord that bears South 61 degrees 12 minutes 11 seconds West 118.80 feet to the point of beginning.

TOGETHER WITH AND SUBJECT TO easements as set forth in Reciprocal Easement and Operation Agreement recorded in Liber 38003, page 527, as amended by First Amendment to Reciprocal Easement and Operation Agreement recorded in Liber 39684, page 62.

ALSO TOGETHER WITH AND SUBJECT TO easements as set forth in Reciprocal Easement and Operation Agreement recorded in Liber 41012, page 451.

ALSO TOGETHER WITH AND SUBJECT TO easements as set forth in Storm Water Easement Agreement recorded in Liber 44017, page 71.

ALSO TOGETHER WITH AND SUBJECT TO easements as set forth in Cross Access Easement Agreement recorded in Liber 45362, page 51.

ALSO TOGETHER WITH easements as set forth in Storm Water Easement Agreement recorded in Liber 44738, page 736.

63-15-30-176-010

**EXHIBIT B**  
**PERMITTED EXCEPTIONS**

1. Taxes and assessments not due and payable at Policy Date.
2. Easement to City of Rochester Hills, as recorded in Liber 39383, page 150, as amended in Liber 46638, page 777.
3. Terms, covenants, and conditions of Storm Sewer Easement, as recorded in Liber 45362, page 67.
4. Terms, covenants, and conditions of Cross Access Easement Agreement, as recorded in Liber 45362, page 51.
5. Terms, covenants, and conditions of Sign Easement Agreement, as recorded in Liber 44017, page 87.
6. Terms, covenants, and conditions of Storm Water Easement Agreement, as recorded in Liber 44017, page 71.
7. Terms, covenants, and conditions of Reciprocal Easement and Operation Agreement, as recorded in Liber 41012, page 451.
8. Terms, covenants, and conditions of Storm Water Easement Agreement, as recorded in Liber 44378, page 736.
9. Terms, covenants, and conditions of Storm Sewer Easement, as recorded in Liber 39786, page 256.
10. Terms, covenants, and conditions of Sanitary Sewer Easement, as recorded in Liber 39383, page 142.
11. Easement to the Detroit Edison Company, as recorded in Liber 39351, page 230.
12. Easement in favor of Consumers Power Company (now known as Consumers Energy), as recorded in Liber 38949, page 848.
13. Terms, covenants, and conditions of Liber 38003, page 527, as amended by First Amendment to Reciprocal Easement and Operation Agreement, as recorded in Liber 39684, page 62.
14. Terms, covenants, and conditions of Notice of Consent Judgment and First Amendment to Consent Judgment, as recorded in Liber 36500, page 563, as amended by Order for Second Amendment to Consent Judgment recorded in Liber 36707, page 145.
15. Terms, covenants, and conditions of Determination of Necessity, as recorded in Liber 4693, page 601, as amended by instrument recorded in Liber 5023, page 159.
16. Terms, covenants, and conditions of Warranty Deed, as recorded in Liber 7796, page 92.
17. Terms, covenants, and conditions of Reciprocal Sediment and Storm Water Easement Agreement, as recorded in Liber 49172, page 360.